



City of Colleyville City Council Agenda

City Hall
100 Main Street
Colleyville, Texas 76034
817.503.1000
www.colleyville.com

Tuesday, July 15, 2014

City Council Chambers

**PRE COUNCIL MEETING
EXECUTIVE SESSION
5:30 P.M.
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- PC-1** Discussion of the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project
- PC-2** Update on the repairs to the White Chapel Road Bridge over Big Bear Creek
- PC-3** Discussion of the resolution supporting the adequate funding of the transportation system
- PC-4** Discussion of the July 15, 2014, City Council regular agenda items

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

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding litigation - Billy McCullough v. City of Colleyville

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 that the City has received from business prospects that 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

**RESUME REGULAR MEETING
7:30 P.M.
CITY COUNCIL CHAMBERS**

INVOCATION: Liz Fletcher, Colleyville Bahai Community

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

- 2. EXECUTIVE SESSION: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-14-3765**

- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
 - Announcements of civic and charitable events**
 - Presentation of calendar events and updates**
 - Announcements of awards and recognition**
 - Donation to Special Olympics Texas from the Old Tyme BBQ event - Mayor David Kelly

 - In recognition of Colleyville's featured business - Costa Vida, Ted Price, Owner, 5615 Colleyville Boulevard, Suite 390 - Mayor David Kelly and Economic Development Director Marty Wieder

- 4. CONSENT: READING AND PUBLIC HEARING - Resolution R-14-3766**
 - 4a** Approval of the minutes of the City Council worksession of June 30, 2014
 - 4b** Approval of the minutes of the regular City Council meeting of July 1, 2014
 - 4c** Approval of a revised preliminary plat for the Creekside at Colleyville Addition, located on 110 acres between Glade Road, Heritage Avenue, and Cheek-Sparger Road, Case PC14-011
 - 4d** Approval of a final plat for Phase Two of the Creekside at Colleyville Addition, located at 2800 Heritage Avenue, Case PC14-007
 - 4e** Approval of an Engineering Services Agreement with TranSystems, Inc., for the design of the improvements to Glade Road between Bransford Road and Manning Drive, in an amount not to exceed \$664,365, and authorize the city manager to execute the agreement

- 4f** Approval of a Local Project Advance Funding Agreement for a Transportation Enhancement (TE) Project, and Surface Transportation Program Metro Mobility (STP-MM) On-System Project, and authorize the mayor to execute the agreement
- 4g** Approval of the disposal of obsolete and non-serviceable equipment and sale of vehicles
- 4h** Approval of bid awards for medical and dental insurance to Blue Cross Blue Shield; vision insurance to Block Vision; life and accidental death and dismemberment and long-term disability insurance to Dearborn; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation, and authorize the city manager to execute the agreements
- 4i** Approval of an Interlocal Agreement with Northeast Fire Department Association (NEFDA) for Capital Replacement Funding and Procedures
- 4j** Approval of an Interlocal Assistance Agreement for Fire and Explosion Investigations, and authorizing the mayor to execute the agreement
- 4k** Approval of a contract with Pattillo, Brown and Hill, L.L.P., for audit services for fiscal year ended September 30, 2014, in the amount of \$43,725
- 4l** Approval of an update to the City's Strategic Plan

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

5a Ordinance O-14-1920

Consideration of a request for an amendment to the Special Use Permit provisions authorizing alcoholic beverage sales for off-premises consumption on Lot 7A, Block 2, Village Park Addition, located at 4801 Colleyville Boulevard and authorizing alcoholic beverage sales for on-premises consumption on Lots 1R1, 4, 5A, 6A, 7A, and 9R, Block 2, Village Park Addition, located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard, Case ZC14-014

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

6a Ordinance O-14-1921

Consideration of an amendment to the PUDC-Planned Unit Development Commercial zoning requirements by repealing Ordinance O-94-950 and adding new requirements on Lots 1 and 2, Block 1, of the Pecan Gardens Addition, located at 6220 and 6226 Colleyville Boulevard, Case ZC14-008

6b Ordinance O-14-1922

Consideration of a zoning change from the CN – Neighborhood Commercial zoning district to the PUDC-Planned Unit Development Commercial zoning district and a consideration of a Special Use Permit for on-premise consumption of alcoholic beverages on 2.5 acres of Lots 10R and 11R, Block 1, of the Andy Felps Addition, located at 125 Acuff Lane, Cases ZC14-010 and ZC14-011

6c Ordinance O-14-1923

Approval to amend the City of Colleyville Code of Ordinances, Chapter 14-Animals, repealing in its entirety, Ordinance O-10-1787; amending Chapter 102-Vehicles For Hire, by adding Sec. 102-31 – Commercial Horse Drawn Carriages

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-14-3767**

Approval of a construction contract with SJ & J Construction, LLC, in the amount of \$433,203, for road improvements and pedestrian enhancements for the installation of railroad quiet zones on the Cotton Belt Railroad Line at Bransford Road, Pleasant Run Road, and John McCain Road, authorizing the expenditure of \$18,863 from the Park Land Dedication fund, and authorize the city manager to execute the contract following approval from the Texas Department of Transportation (TxDOT) and the Fort Worth Transportation Authority (the "T")

7b Resolution R-14-3768

Approval of two licensing agreements with Dallas Area Rapid Transit (DART), permitting roadway improvements within DART right-of-way at Bransford Road and Pleasant Run Road, and authorize the mayor to execute the agreements

8. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA

9. REPORTS

Planning and Zoning Commission Meeting Minutes - May 12, 2014

Monthly Financial Report - June 2014

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JULY 15, 2014 - Reading and Public Hearing - Resolution R-14-3769**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, July 11, 2014 by 5:00 p.m.

Amy Shelley, TRMC
City Secretary

Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1133, and reasonable accommodations will be made to assist you.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number PC-1

Agenda Date 07/15/2014

Type Pre Council

Department City Manager

Title

Discussion of the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project

Explanation

At the May 6, 2014 Pre Council meeting, Aaron Babcock, with Hidell and Associates Architects, Inc., presented the attached presentation to the City Council regarding proposed amenities and conceptual layout for the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project. At the meeting, City Council directed staff to research feasibility and cost of adding a restroom at the location, given that 100% of the property is designated floodplain by the Federal Emergency Management Agency (FEMA). It is feasible to add a restroom adjacent to the proposed pavilion, based upon civil engineering review. There would need to be a retaining wall and ramp between the pavilion and the children's playground, and the restroom would be connected via a trellis system, similar to the current restroom/pavilion configuration at McPherson Park (see attached). The projected cost of the restroom is \$169,408. Additionally, the cost of using a well to irrigate the property and provide full irrigation is \$77,599.75. If those options were added, in addition to the children's and adult playground areas, additional funding in the amount of \$297,394 would be needed per the attached estimate of probable cost. Additional sources of funding are the FY 2015 Colleyville Economic Development Corporation (CEDC) budget and Park Land Dedication fund. It is anticipated the proposed double restroom configuration would result in an estimated additional annual maintenance and operation cost of \$3,650. Staff is seeking direction from the City Council regarding the options to be included in the project.

As a point of reference, the following is background information on the project. The L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project was initially proposed by the City Council after the review and subsequent adoption of the 2011 Parks, Recreation and Open Space Master Plan in December 2011. In April 2012, Cotton Belt Trail Phase II was completed, bringing connectivity to L.D. Lockett Park and the Cotton Belt Trail. Funding in the amount of \$100,000 was approved in the Fiscal Year 2013 CEDC budget and was carried forward to the Fiscal Year 2014 CEDC budget. The services of Hidell and Associates Architects were retained to establish conceptual site drawings with all architectural, engineering, and landscaping drawings required for the construction of the approved design.

The City hosted a public meeting on January 30, 2014, at the Colleyville Library with Aaron Babcock from Hidell and Associates Architects, facilitating the presentation and group discussion of interested citizens. In an effort to obtain as much citizen input as

possible, five signs were placed along the Cotton Belt Trail, trailhead, and at the entrance to L.D. Lockett Park. Additionally, 353 letters were sent to citizens in the surrounding area requesting their participation. Approximately 35 people participated in this meeting, sharing their opinions on what amenities the site should include. In reviewing the information received at this public meeting, Hidell and Associates Architects evaluated this information in conjunction with the priorities and needs identified by over 300 Colleyville citizens that took part in the 2011 Parks, Recreation and Open Space Master Plan. A conceptual plan was developed by Hidell and Associates Architects based on public input from the January 30, 2014 public meeting and the attached outdoor facility needs identified in the 2011 Parks, Recreation and Open Space Master Plan. At the April 7, 2014, Parks and Recreation Advisory Board meeting, the proposed amenities contained in the conceptual site plan were presented and unanimously approved by the Board.

Pending the City Council's review and approval of the project, Hidell and Associates Architects will develop a set of detailed construction documents to move forward with the bid and construction of these enhancements. There is funding available in the amount of \$206,743 in the Fiscal Year 2014 CEDC operating budget and the balance of Park Land Dedication fund allocation for the Cotton Belt Phase II project.

Attachments

1. LD Lockett / Cotton Belt Trailhead Pre Council Presentation - May 6, 2014
2. Restroom configuration
3. LD Lockett Park - Cotton Belt Trailhead Probable cost with restroom

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



CITY OF COLLEYVILLE

Prepared by Hidell and Associates Architects, Inc.

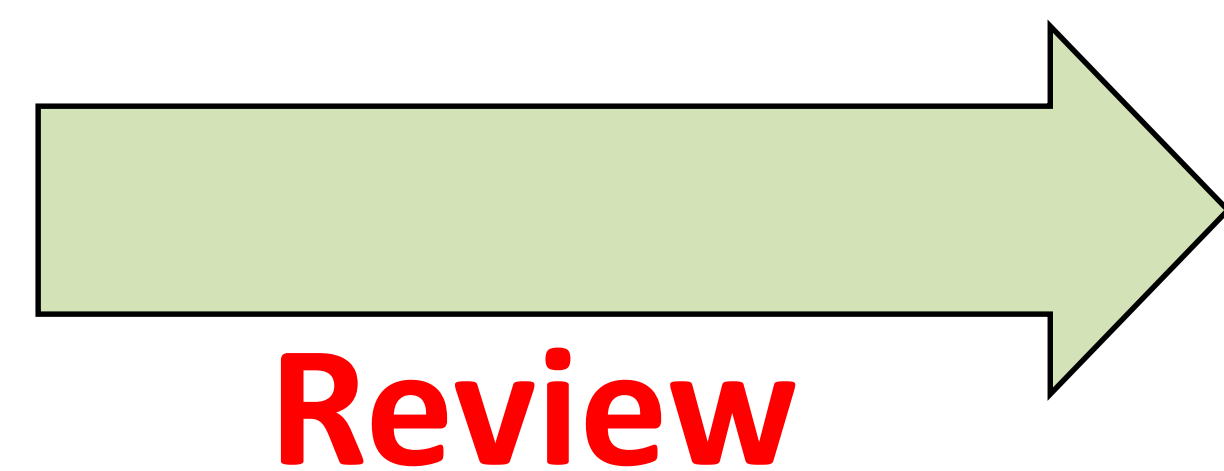
May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



ANALYZE NEEDS



DEVELOP A PLAN



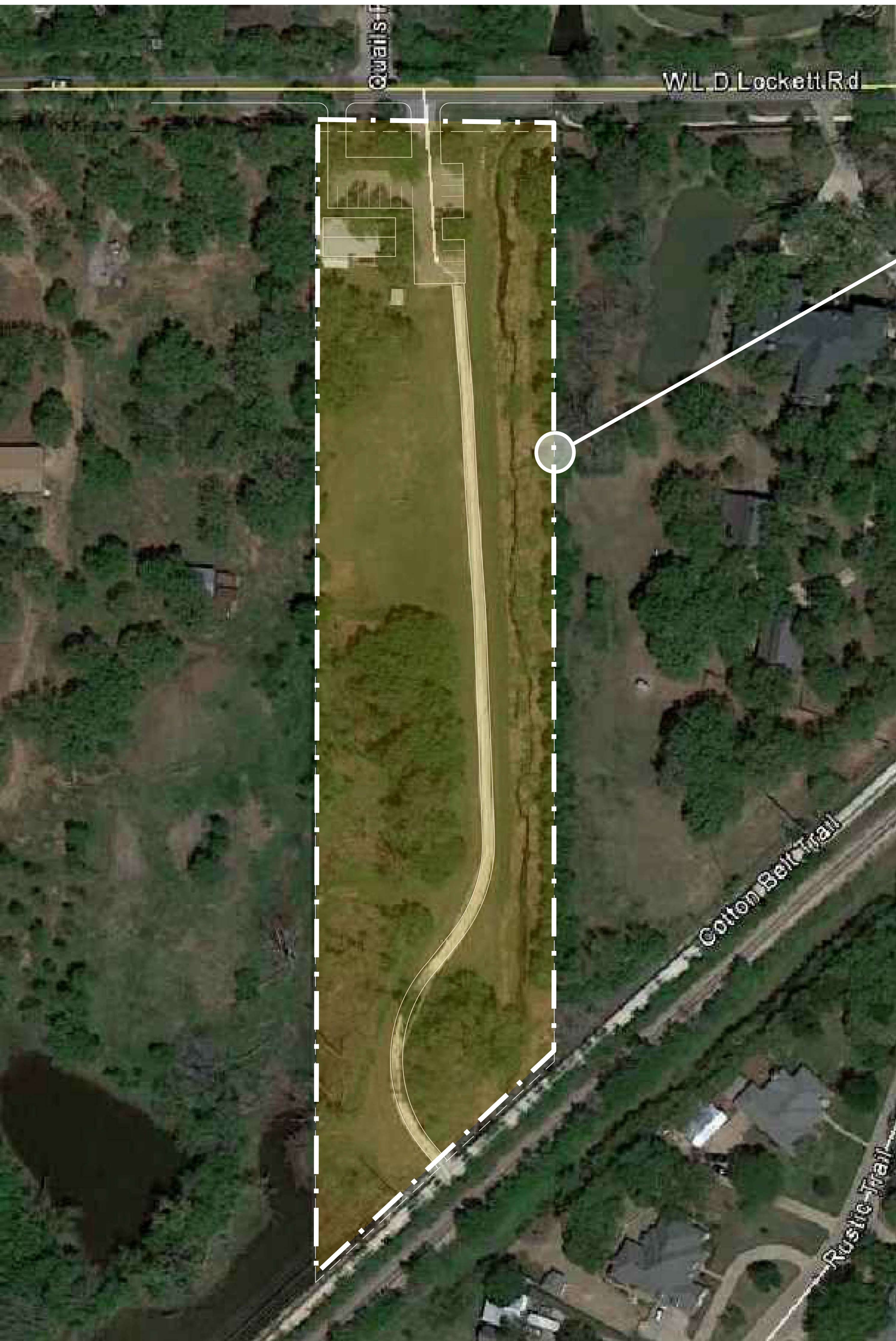
IMPLEMENT

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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



EXISTING PARK ANALYSIS

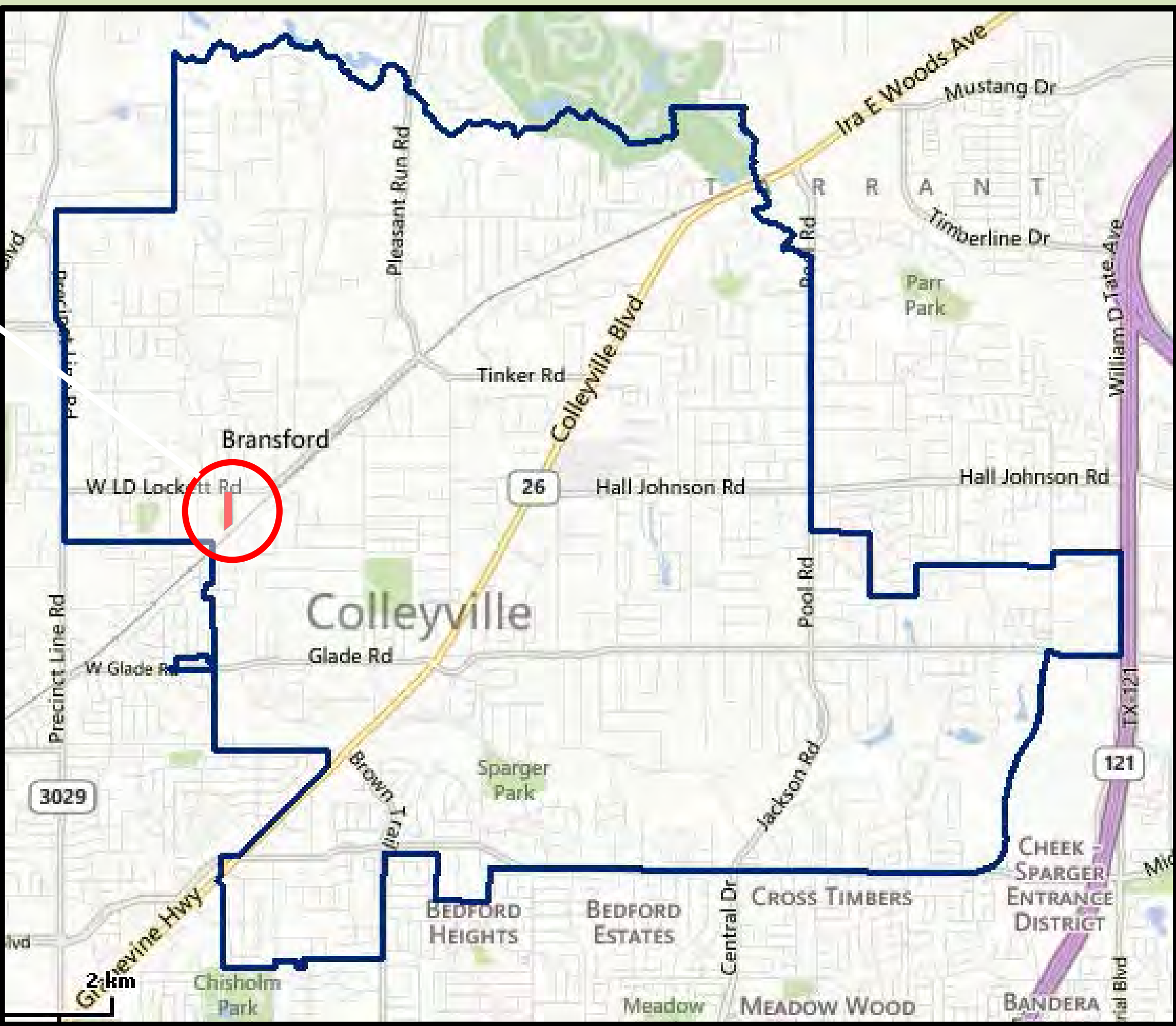
EXISTING AMENITIES

- Parking (17 Spaces)
- Paved Trailhead
- Open Play Space
- Picnic Tables
- Mature Trees



QUICK STATS

- 4.585 Acres
- Located on the west side of the City
- Trailhead to the Cotton Belt Trail completed in 2012
- Existing former residence located on site



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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



EXISTING PARK ANALYSIS

FLOODPLAIN

- The extent of site area within the 100 Year Floodplain
- Permanent structures are required to meet FEMA Floodplain Management Regulations and Building Codes and Standards



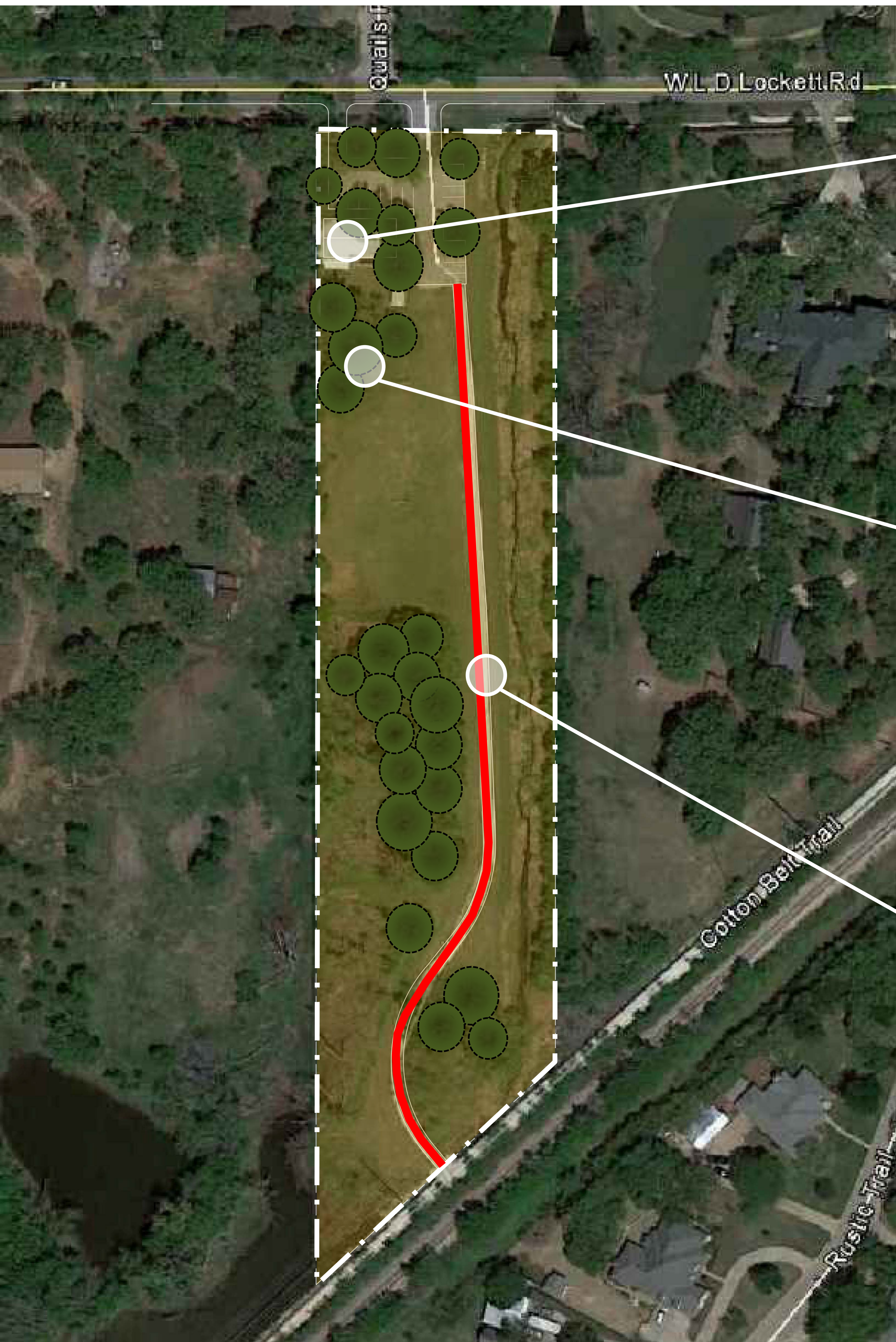
CITY OF COLLEYVILLE

Prepared by Hidell and Associates Architects, Inc.

May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



EXISTING PARK ANALYSIS

EXISTING HOUSE

- 1,908 Square Feet
- Built in 1972
- Does not meet current ADA standards
- Requires Asbestos Abatement



EXISTING TREES

- Existing trees are mature and provide shade



EXISTING TRAILHEAD

- Connects to Cotton Belt Trail



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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



DISCUSS

Public Focus Group discussion results...

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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



PROPOSED AMENITIES	No. of Votes
Adult Playground	17
Pavilion/Restroom Combination	14
Water Station	12
Bike Repair & Water Station	11
Children's Playground	10
Basketball Court	6
Warning signs along trail	4
Restroom	3
Dog pick-up bags	3
Trail Map	2
Tennis Court	2
Pavilion	2
Wildlife Display	1
Dog Park	1
Vending Machines	0
Lighting	0
Bike Rental	0

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



DEVELOP A PLAN

Proposed Enhancements...

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L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



PROPOSED AMENITIES

MONUMENT SIGN

- New monument sign for L.D. Lockett Park. Masonry and cast stone sign with cast aluminum letters. Locate sign between existing entry drives.

EXISTING PARKING

- Existing parking to remain. Additional striping and signage required for handicap parking space.

NEW PAVILION

- Existing home to be demolished. Install a new pavilion at the same location.

NEW SITE AMENITIES & CONCRETE PAVING

- Strategically locate new water station, bike repair station, bike rack, trash cans, and bench seating along new concrete paving that links to the trailhead.

NEW CHILDREN'S PLAYGROUND

- Strategically locate a small playground area to utilize the existing trees for shading.

NEW ADULT FITNESS EQUIPMENT

- Strategically locate adult fitness equipment to utilize the existing trees for shading.

EXISTING OPEN SPACE

- Existing open space to remain. Minimize impact of new amenities on existing open play space. Utilize existing well to irrigate open play area, which is primarily used as a soccer practice field.

EXISTING TRAILHEAD

- Existing trailhead to remain.

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L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



EXISTING PARKING

EXISTING PARKING

- Existing 17 parking spaces to remain

NEW HANDICAP SPACE

- Add existing handicap parking striping, wheel stop, and sign



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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



NEW PAVILION

EXISTING STRUCTURE

- Existing structure to be removed completely.



NEW PAVILION

- Install new pre-manufactured pavilion
- 20'-0" x 30'-0" with metal roof, steel columns with brick veneer.



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L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



NEW SITE AMENITIES & CONCRETE PAVING

NEW WATER STATION

- New water station with bottle filler and pet fountain.



NEW BIKE REPAIR STATION

- New bicycle repair station.



NEW BIKE RACK

- Provide new concrete paving that links the trail to the various onsite amenities.



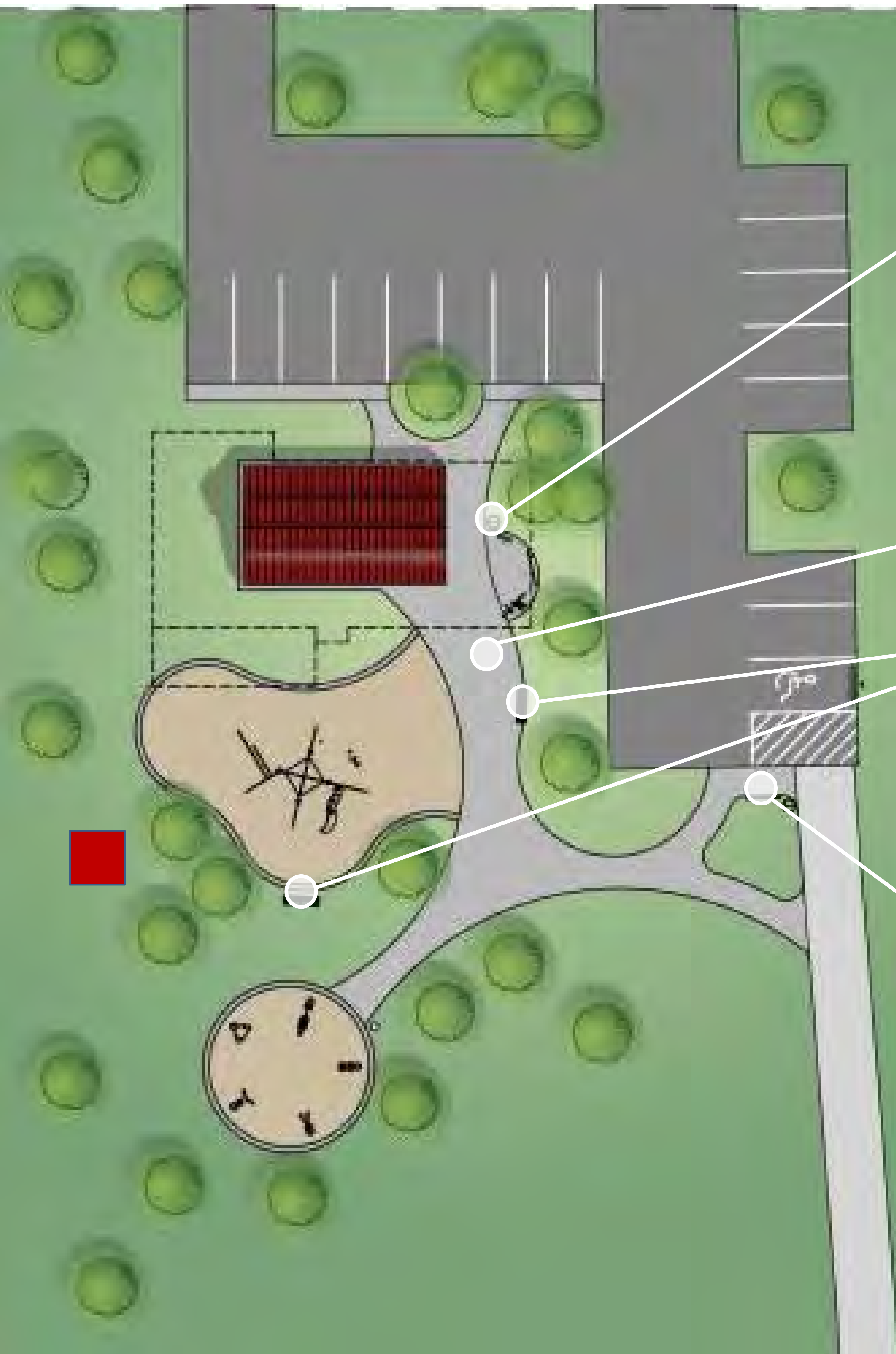
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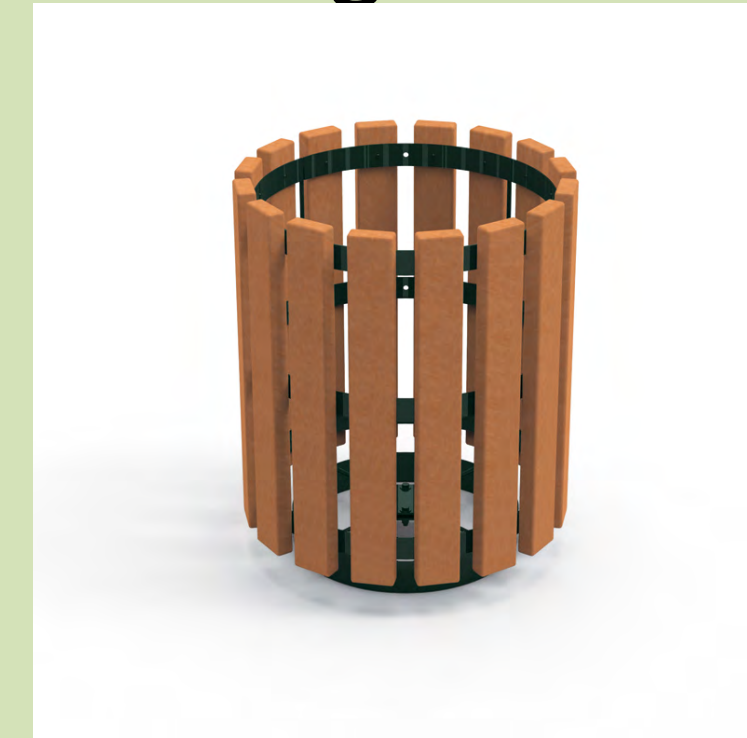
CITY COUNCIL PRESENTATION



NEW SITE AMENITIES & CONCRETE PAVING

NEW TRASH CAN

- Strategically locate new trash can adjacent to pavilion seating area.



NEW CONCRETE PAVING

- Install concrete paving to link various site amenities.

NEW BENCH SEATING

- Strategically locate bench seating adjacent to playground area.



NEW TRAIL SIGN & TRASH CAN

- Install new permanent sign adjacent to trailhead entry. Sign to indicate trail layout and amenities.



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L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



CHILDREN'S PLAYGROUND

NEW CHILDREN'S PLAYGROUND

- Strategically locate a small playground area to utilize the existing trees for shading. *(Final playground configuration to be determined by existing well location, tree location and tree drip line. Existing tree root system to be analyzed to determine proximity of playground fall zone.)*



ALTERNATE OPTION

- Based upon preliminary budget analysis, the children's playground equipment shall be treated as an add alternate during the bidding process.

EXISTING WELL

- Approx. location of existing well house. Final configuration of children's playground area shall be coordinated with existing well location.

CITY OF COLLEYVILLE

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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION



ADULT FITNESS EQUIPMENT

EXISTING WELL

- Approx. location of existing well house. Final configuration of adult fitness area shall be coordinated with existing well location.

NEW ADULT FITNESS EQUIPMENT

- Strategically locate new adult fitness equipment to utilize the existing trees for shading. Surface for equipment shall be porous to allow drainage for tree root system. *(Final configuration to be determined by existing tree location and tree drip line. Existing tree root system to be analyzed to determine proximity of concrete curb.)*



ALTERNATE OPTION

- Based upon preliminary budget analysis, the adult fitness equipment shall be treated as an add alternate during the bidding process.

CITY OF COLLEYVILLE

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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION

ESTIMATE OF PROBABLE CONSTRUCTION COST

SITE WORK _____ **\$29,210**

•Demolition, excavation, silt fence, inlet protection, handicap parking

•***NOTE: Existing home will require asbestos abatement**

UTILITIES _____ **\$14,075**

•Domestic water service, backflow preventer, well pump allowance, sanitary sewer systems, electric service (site lighting and pavilion power)

LANDSCAPE & IRRIGATION _____ **\$14,145**

•Landscape beds, irrigation, soil prep, mulch, and planting material

CONCRETE SIDEWALK PAVING _____ **\$7,188**

•4” concrete paving with no sand cushion

LANDSCAPE ACCESSORIES _____ **\$13,033**

•Picnic tables (4); Park Bench (2); Trash Can (2); Soccer Goal (2);
Bike Rack (1); Trail Sign (1)

BIKE REPAIR STATION _____ **\$2,799**

•Concrete pad, equipment and installation

WATER STATION _____ **\$8,490**

•Supply and drain piping, equipment and installation

PAVILION _____ **\$53,680**

•Structural slab, pre-manufactured steel shelter, masonry columns, and lighting.

MONUMENT SIGN _____ **\$5,864**

•Concrete foundation, masonry veneer, cast stone panel, cast aluminum letters, lighting.

CHILDREN’S PLAYGROUND _____ **\$7,552**

•Playground surfacing and concrete curb (*see alternate for equipment*)

ADULT FITNESS _____ **\$4,622**

•Surfacing and concrete curb (*see alternate for equipment*)

Handicap Parking _____ **\$731**

•Additional striping and signage

SUB-TOTAL _____ **\$161,389**

GENERAL CONTRACTOR MARK-UP _____ **\$30,365**

•General conditions, profit & overhead, bond, insurance

DESIGN CONTINGENCY _____ **\$9,588**

•5% of construction cost

TOTAL _____ **\$201,342**

ALTERNATE CHILDREN’S EQUIPMENT _____ **\$24,780**

•Playground Equipment and Installation cost, General Contractor mark-up

ALTERNATE ADULT FITNESS EQUIPMENT _____ **\$25,606**

•Fitness Equipment and Installation cost, General Contractor mark-up

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May 6, 2014

L.D. LOCKETT PARK / COTTON BELT TRAILHEAD ENHANCEMENT PROJECT

CITY COUNCIL PRESENTATION

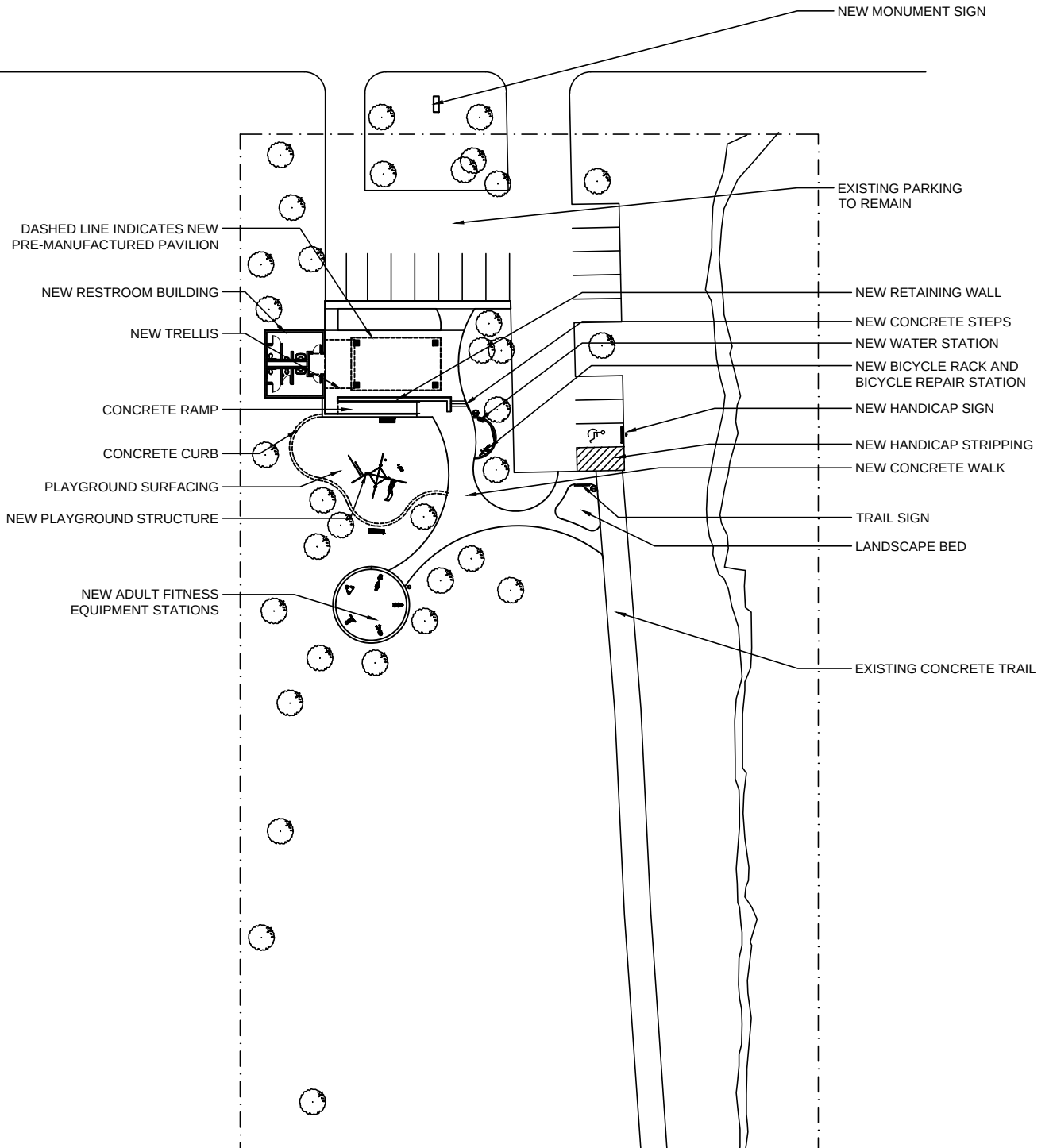


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May 6, 2014

WEST LD LOCKETT RD



LD LOCKETT PARK RENOVATION
CITY OF COLLEYVILLE
SITE CONFIGURATION

**NEW SITE CONFIGURATION
WITH RESTROOM OPTION**

HIDELL ARCHITECTS
3033 KELLWAY DRIVE - SUITE 120
CARROLLTON, TEXAS 75006
PHONE: 972-416-4666 -- FAX: 972-416-0169

PROJECT NO.: 20134
SKETCH 2
DATE: 04.15.14

SCALE: N.T.S.
ISSUED BY: AB

DRAWING NO
SK-02

LD Lockett Park Renovation

Estimate of Probable Construction Cost

WITH RESTROOM OPTION

	Quantity	Unit	Labor Materials	Unit	SubTotal	Total
Site Work						
Site Demolition			Allowance		\$12,000.00	
Excavation, backfilling and compaction	240	CY	9.00	CY	\$2,160.00	
Select Fill	225	CY	20.00	CY	\$4,500.00	
Silt Fence	1,600	LF	1.00	LF	\$1,600.00	
Inlet Protection	2	EA	150.00	EA	\$300.00	
Subtotal						\$20,560.00
Handicap Parking						
Lines of pavement, layout of pavement markings	600	LF	0.05	LF	\$30.00	
Lines of pavement, parking stall, paint white 4" wide	4	STALL	18.00	STALL	\$72.00	
Lines on pavement, handicap symbol	1	STALL	75.00	STALL	\$75.00	
Handicap Signs	1	STALL	350.00	STALL	\$350.00	
Lines on pavement, "RED" Fire Lane	60	LF	0.65	LF	\$39.00	
Parking barriers, wheel stops	3	EA	55.00	EA	\$165.00	
Subtotal						\$731.00
Utilities						
Water Systems						
3/4" Dom. Water Service and Meter	1	EA	3500.00	EA	\$3,500.00	
Backflow Preventer	1	EA	3500.00	EA	\$3,500.00	
Cap Existing Well Pump Allowance			Allowance		\$5,500.00	
Subtotal						\$12,500.00
Sanitary Sewer Systems						
4" PVC	140	LF	35.00	LF	\$4,900.00	
Tie-in to Existing Sanitary Sewer			Allowance		\$2,500.00	
Clean-out	4	EA	375.00	EA	\$1,500.00	
Subtotal						\$8,900.00
Electric Service						
New Pole W/Transformer			Allowance		\$5,500.00	
3 - 4 ' Conduits	80	LF	40.00	LF	\$3,200.00	
Subtotal						\$8,700.00

Landscaping and Irrigation

Trees

Canopy Trees	4 EA	\$ 400.00 EA	\$1,600.00
Ornamental Trees	6 EA	\$ 400.00 EA	\$2,400.00

Plants

Shrubs 7 gal - 400 SF	50 EA	40.00 EA	\$2,000.00
Shrubs 5 gal -	70 EA	30.00 EA	\$2,100.00

Lawn

Hydromulch	5,400 SF	0.25 SF	\$1,350.00
Steel Edging	550 LF	4.50 SF	\$2,475.00

Soil Preparation and Mulch

Soil Prep & Amendments	70 CY	44.00 CY	\$3,080.00
Mulch Layer	50 CY	44.00 CY	\$2,200.00
Bed Preparation	2,000 SF	0.45 SF	\$900.00

Tree Protection

Fencing	180 LF	9.00 LF	\$1,620.00
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Irrigation

Automatic System	4,200 SF	1.00 SF	\$4,200.00
Backflow Preventer	1 EA	2500.00 EA	\$2,500.00
Irrigation Controler	1 EA	1500.00 EA	\$1,500.00

Subtotal

\$27,925.00

Concrete Sidewalk Paving

Concrete Sidewalk Paving	2,297 SF	4.00 SF	\$9,188.00
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Subtotal

\$9,188.00

Landscape Structures

Picnic Table	4 EA	\$ 660 EA	\$2,640.00
Park Bench	2 EA	\$ 950 EA	\$1,900.00
Trash Can	2 EA	\$ 682 EA	\$1,364.00
Soccer Goal	2 EA	\$ 800 EA	\$1,600.00
Bike Rack	1 EA	\$ 520 EA	\$520.00
Frieght		Allowance	\$800.00
Installation		Allowance	\$2,808.40

Subtotal

\$11,632.40

Bike Repair Station				
Concrete Pad	94 SF	4.00 SF	\$376.00	
Equipment		Quote	\$1,523.00	
Frieght		Allowance	\$100.00	
Installation		Allowance	\$800.00	
Subtotal				\$2,799.00
Water Station				
Supply Plumbing	40 LF	10 LF	\$400.00	
Drain Piping	20 LF	10 LF	\$200.00	
Concrete Pad	0 SF	4.00 SF	\$0.00	
Equipment		Estimate	\$6,166.00	
Frieght		Allowance	\$124.00	
Installation		Allowance	\$1,800.00	
Subtotal				\$8,690.00
Pavilion (Poligon Chelsea - 20x34)				
Structural Slab	792 SF	14.00 SF	\$11,088.00	
Drilled Piers 18"	6 EA	500.00 EA	\$3,000.00	
Pre-Manufactured Stucture*		Allowance	\$22,000.00	
*Complete stucture with steel columns, roof framing, MR roof panel (No decking)				
Installation		Allowance	\$9,000.00	
Lighting		Allowance	\$5,400.00	
Masonry Veneer (At Columns)	384 SF	14.00 SF	\$5,376.00	
Subtotal				\$55,864.00
Trail Sign				
Sign (Permanent Trail Plan)		Estimate	\$900.00	
Installation		Estimate	\$500.00	
Subtotal				\$1,400.00
Monument Sign				
Concrete Foundation	24 SF	14.00 SF	\$336.00	
Drilled Piers 18"	2 EA	500.00 EA	\$1,000.00	
Cast Aluminum Letters		Estimate	\$1,200.00	
Cast Stone	24 SF	17.00 SF	\$408.00	
Lighting		Allowance	\$1,800.00	
Masonry Veneer (At Columns)	80 SF	14.00 SF	\$1,120.00	
Subtotal				\$5,864.00

Restroom Structure				
Retaining wall	240 SF	22.00 SF	\$5,280.00	
Concrete Ramp	218 SF	8.00 SF	\$1,744.00	
Steel Handrails	128 LF	18.00 LF	\$2,304.00	
Concrete Foundation	520 SF	14.00 SF	\$7,280.00	
Drilled Piers 18"	6 EA	500.00 EA	\$3,000.00	
CMU Structure	1,600 SF	8.00 SF	\$12,800.00	
Masonry Veneer (Exterior walls)	1,180 SF	14.00 SF	\$16,520.00	
Roof Structure	620 SF	20.00 SF	\$12,400.00	
Metal Roof (Standing Seam)	620 SF	8.00 SF	\$4,960.00	
Hollow Metal Doors and Frames	400 EA	6.00 EA	\$2,400.00	
Door Hardware	600 EA	2.00 Set	\$1,200.00	
Toilet Accessories		Allowance	\$2,500.00	
Termite Control		Allowance	\$1,000.00	
Wood Trellis System	207 SF	22.00 SF	\$4,554.00	
Plumbing Fixtures	3,000 EA	6.00 EA	\$18,000.00	
Mechanical		Allowance	\$5,000.00	
Electrical		Allowance	\$3,500.00	
Lighting		Allowance	\$8,500.00	
Subtotal				\$112,942.00
Children's Playground (5-12 Years Old)				
Playground Surfacing	1,780 SF	4.00 SF	\$7,120.00	
Concrete Curb	148 LF	14.00 LF	\$2,072.00	
Equipment (Swings and small nature climbers)		See Alternate	\$0.00	
Freight		See Alternate	\$0.00	
Installation		See Alternate	\$0.00	
Subtotal				\$9,192.00
Adult Fitness				
Surfacing	572 SF	6.00 SF	\$3,432.00	
Concrete Curb	85	14.00 LF	\$1,190.00	
Equipment (5 Stations @ \$2500K)		See Alternate	\$0.00	
Freight		See Alternate	\$0.00	
Installation		See Alternate	\$0.00	
Subtotal				\$4,622.00
			Sub Total	\$301,509.40

General Contractor

General Conditions	10%	\$30,150.94
Subtotal		\$331,660.34
Profit & Overhead	6%	\$19,899.62
Subtotal		\$351,559.96
Bond	1.50%	\$5,273.40
Insurance	0.40%	\$1,406.24
Subtotal		\$358,239.60
Design Contingency	5%	\$17,911.98
TOTAL		\$376,151.58

Alternate Children's Playground Equipment

Equipment (Small climber)	Allowance	\$15,000.00	
Freight	Estimate	\$1,500.00	
Installation	Estimate	\$4,500.00	
Subtotal			\$21,000.00
General Contractor Mark-up	18%		\$3,780.00
TOTAL CHILDREN'S EQUIPMENT ALTERNATE			\$24,780.00

Adult Fitness Equipment

Equipment (5 Stations @ \$3000K)	Estimate	\$15,000.00	
Freight	Estimate	\$2,200.00	
Installation	Estimate	\$4,500.00	
Subtotal			\$21,700.00
General Contractor Mark-up	18%		\$3,906.00
TOTAL ADULT FITNESS EQUIPMENT ALTERNATE			\$25,606.00

Alternate Existing Well Irrigation

Deep Well		Estimate	\$43,000.00	
Power Supply		Estimate	\$2,500.00	
Containment Structure		Estimate	\$4,000.00	
Irrigation Piping	24,350 SF	0.75 SF	\$18,262.50	
Backflow Preventer	1 EA	1,500.00 EA	\$1,500.00	
Irrigation Controller	1 EA	2,000.00 EA	\$2,000.00	
Deduct for allowance to cap existing well included in base bid			<u>-\$5,500.00</u>	
Subtotal				\$65,762.50
General Contractor Mark-up	18%			\$11,837.25

TOTAL EXISTING WELL IRRIGATION

\$77,599.75

Alternate Single Restroom Configuration

Deduct to change configuration of restroom to a single configuration with one sink and on water closet		Estimate	<u>-\$36,942.00</u>	
Subtotal				-\$36,942.00
General Contractor Mark-up	18%			-\$6,649.56

TOTAL DEDUCT FOR SINGLE RESTROOM CONFIGURATION

-\$43,591.56

Additional Funding Required

Project Budget	\$206,743.00
Additioinal Funding Required for Restroom	\$169,408.58
Additional Funding Required for Playground Equipment	\$24,780.00
Additional Funding Required for Fitness Equipment	\$25,606.00
Additional Funding Required for Existing Well Irrigation	\$77,599.75
Total Additional Funding Required	\$297,394.33
Deduct for Single Restroom Configuration	-\$43,591.56



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number PC-2

Agenda Date 07/15/2014

Type Presentation and Discussion

Department Public Works

Title

Update on the repairs to the White Chapel Road Bridge over Big Bear Creek

Explanation

On September 17, 2013, City Council approved the attached interlocal agreement with the City of Southlake and the attached Resolution R-13-3665 to share with the City of Southlake the cost to make temporary repairs to the White Chapel Road (Pleasant Run Road) bridge over Big Bear Creek. This bridge was inspected by the Texas Department of Transportation (TxDOT) in December 2011, and the inspection concluded that unstable pier conditions and exposure of the support columns holding up the bridge were a public safety condition that needed to be addressed. The project is being managed by the City of Southlake, and the City of Colleyville is responsible for 50 percent of the cost of design and construction only.

The design of the repairs was performed by Halff Associates, and the plans are now complete. The City of Southlake is in the process of selecting a qualified contractor to perform the repair work, but because of the nature of the repairs, it will be necessary to close the bridge to traffic entirely, for approximately 30 calendar days, in order to complete the repair work. Through traffic will be detoured along Brumlow Road to SH26 to John McCain Road as shown on the attached proposed detour route map. Local traffic will be allowed to proceed north on John McCain Road from Pleasant Run Road. Electronic message boards advising motorists of the impending closure will be in place near the John McCain/Pleasant Run roundabout and a location in Southlake, a minimum of seven days prior to the closure.

Due to scheduled work on the SH26 project at the Pool Road/Brumlow Road intersection, the schedule for the bridge work is unknown at this time. Staff from Southlake, Grapevine, and Colleyville are working closely with TxDOT to ensure the work on SH26 will not create a bottleneck with the detoured traffic. It is expected that the work at the SH26/Pool/Brumlow Road intersection will be complete before the bridge work begins.

Attachments

1. Interlocal Agreement with Southlake
2. Resolution R-13-3665
3. Proposed Detour Route Map

INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Agreement is made by and between the City of Southlake, Texas ("Southlake") and the City of Colleyville, Texas ("Colleyville"), acting herein by and through their duly authorized city managers, for the purpose of documenting the terms and conditions of an agreement whereby Southlake will administer the engineering design contract and the construction contract to make improvements to scour protection at South White Chapel Road bridge over Big Bear Creek to be known as the White Chapel Road over Big Bear Creek Scour Countermeasure Project ("Project") and the cities will divide the local cost share of such project for the design and construction of the Project as indicated in Exhibit A.

WHEREAS, Chapter 791, Texas Government Code authorizes Interlocal Contracts between governmental entities to perform services either could undertake individually; and

WHEREAS, Southlake and Colleyville desire to design and construct the White Chapel Road over Big Bear Creek Scour Countermeasure Project; and

NOW, THEREFORE,

WITNESSETH

1. Southlake shall provide administration for an engineering consultant contract for design of the Project.
2. The cost for design of the Project is not to exceed \$44,350.00. The share of the cost for design required from each city will be divided as indicated in Exhibit A.
3. Southlake shall provide administration for a construction contract for construction of the Project.
4. The cost for construction of the Project is \$121,000.00. The share of the cost for construction required from each city will be divided as indicated in Exhibit A.
5. The City of Colleyville will provide their share of the design and construction costs in a lump sum payment to the City of Southlake prior to the start of construction.
6. In the event there are additional design costs or expenses involved in the engineering design contract, the parties agree to share such costs proportionally in the same manner as used for the initial design cost sharing identified in Exhibit A.
7. In the event there are additional construction costs or expenses involved in the construction contract, the parties agree to share such costs proportionally in the same manner as used for the initial construction cost sharing identified in Exhibit A.

AGREED this 17th day of September, 2013.

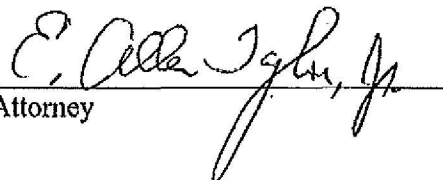
CITY OF SOUTHLAKE

By: 
Mayor, John Terrell

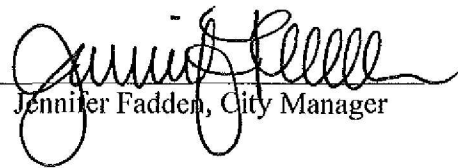
ATTEST:


Alicia Richardson, City Secretary

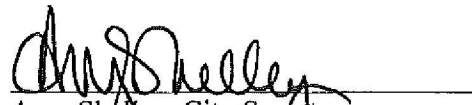

APPROVED AS TO FORM AND LEGALITY:


Attorney

CITY OF COLLEYVILLE

By: 
Jennifer Fadden, City Manager

ATTEST:


Amy Shelley, City Secretary

APPROVED AS TO FORM AND LEGALITY:


Matthew Boyle, City Attorney

EXHIBIT A

**WHITE CHAPEL ROAD OVER BIG BEAR CREEK SCOUR COUNTERMEASURE
PROJECT PARTICIPATION**

<u>Halff Associates, Inc. Design Fee</u>	\$ 44,350.00
<u>Construction Cost Amount</u>	\$121,000.00
<u>Amount shared by Cities of Southlake and Colleyville</u>	\$165,350.00
City of Southlake share (50%)	\$ 82,675.00
City of Colleyville share (50%)	\$ 82,675.00

RESOLUTION R-13-3665

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
SEPTEMBER 17, 2013**

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

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

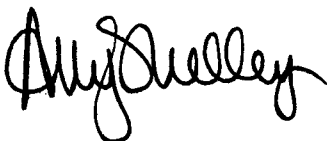
- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 3, 2013
 - b. Approval of an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt from the Tarrant County Precinct Three Maintenance Department, at the County's contract price, and authorize the city manager to execute the agreement
 - c. Approval of an Interlocal Agreement with the City of Southlake to share the cost of repairs to the Pleasant Run Road/South White Chapel Road bridge over Big Bear Creek, and authorize the city manager to execute the agreement
 - d. Approval to award a janitorial services contract to Oriental Building Services, Inc., acting as a primary vendor through the City of Arlington Interlocal Agreement, in an amount not to exceed \$128,000, and authorize the city manager to execute same, subject to the approval of funding in the Fiscal Year 2014 (FY 2014) budget
 - e. Approval to renew the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$141,340.29, and authorize the city manager to execute same, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2014 (FY 2014) budget

- f. Approval of a contract renewal for the Horticultural Grounds Maintenance Contract to the Lawn Firm, in an amount not to exceed \$145,734, and authorizing the city manager to execute same, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2014 (FY 2014) budget
- g. Approval of an Interlocal Agreement for participation in Fort Worth's Environmental Collection Center Household Hazardous Waste program, and authorize the city manager to execute the agreement
- h. Approval of Broker/Dealer firms for investment purchases
- i. Approval of the use of the Voluntary Library Fund in Fiscal Year 2014 (FY 2014), for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$145,000
- j. Approval of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs, CDs, and non-book materials, learning games, and puzzles
- k. Approval of the disposal of obsolete and non-serviceable equipment and vehicles

AND IT IS SO RESOLVED.

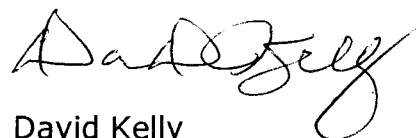
APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS
ON THIS THE 17TH DAY OF SEPTEMBER 2013.

ATTEST:



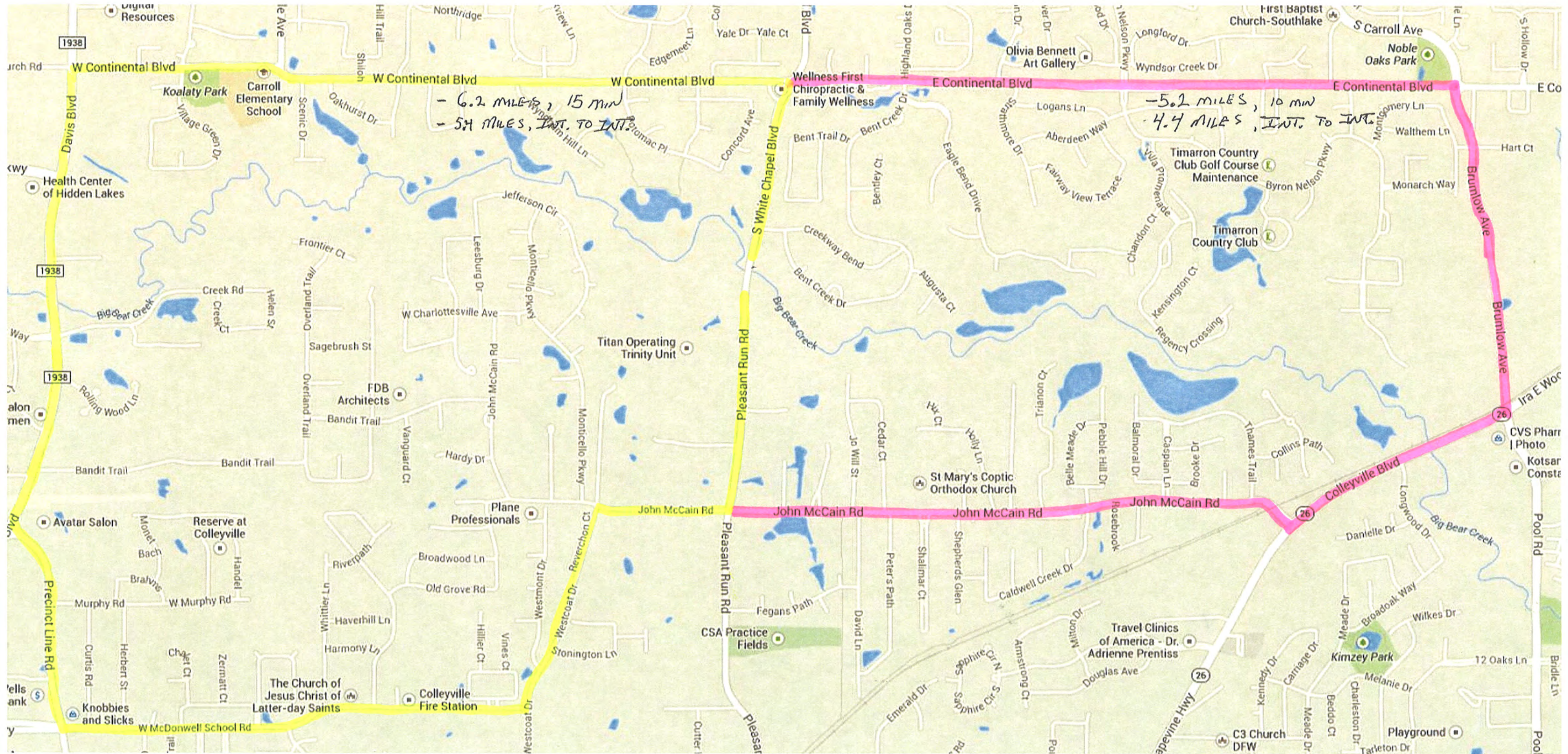
Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

Proposed Detour Route Map





City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number PC-3

Agenda Date 07/15/2014

Type Pre Council

Department City Manager

Title

Discussion of the resolution supporting the adequate funding of the transportation system

Explanation

The City of Colleyville has received the attached letter from Kathryn Wilemon, Arlington Mayor Pro Tem and Chair of the Regional Transportation Council (RTC), urging local governments to adopt a resolution that encourages Congress to provide adequate levels of transportation funding. Also attached is a resolution passed by the RTC that supports adequate funding of transportation.

Staff seeks City Council direction on placing such a resolution on the regular agenda for consideration.

Attachments

1. Regional Transportation Council Letter - May 30, 2014
2. Resolution supporting the adequate funding of the transportation system



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

TO: Mayors, County Judges, County Commissioners
City Managers, City Administrators

DATE: May 30, 2014

FROM: Kathryn Wilemon
Chair, Regional Transportation Council
Mayor Pro Tem, City of Arlington

SUBJECT: Regional Transportation Council
Resolution Supporting Adequate Transportation Funding

The United States Department of Transportation Secretary Anthony Foxx recently visited the North Texas region during his Invest in America, Commit to the Future Bus Tour. During the visit, Secretary Foxx stressed the importance of transportation infrastructure and the numerous economic opportunities it creates, as well as called for a heightened awareness of the need for transportation funding. As a result, the Regional Transportation Council (RTC) approved a resolution supporting adequate funding for transportation and requesting local governments, business leaders and the public to encourage Congress to provide adequate levels of transportation funding.

Please find enclosed the RTC Resolution Supporting the Adequate Funding of the Transportation System (R14-03). The RTC urges you take similar action. Talking points or additional information can be provided upon request.

If you have any questions, please feel free to contact me or Michael Morris, P.E., Director of Transportation for the North Central Texas Council of Governments (NCTCOG) at (817) 695-9241.

Sincerely,

A handwritten signature in black ink that reads "Kathryn Wilemon". The signature is written in a cursive, flowing style.

Kathryn Wilemon, Chair
Regional Transportation Council
Mayor Pro Tem, City of Arlington

RH:ch
Enclosure

cc: Michael Morris, P.E., Director of Transportation, NCTCOG

**RESOLUTION SUPPORTING THE ADEQUATE FUNDING OF THE TRANSPORTATION SYSTEM
(R14-03)**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, US Transportation Secretary Anthony Foxx recently concluded his Invest in America, Commit to the Future Bus Tour in Garland, Texas, highlighting the need for a national investment in roads, bridges, ports and transit systems; and,

WHEREAS, during the bus tour, Secretary Foxx stressed the importance of transportation projects' ability to provide ladders of opportunity to create jobs, plan for the future and spur economic development; and,

WHEREAS, the balance in the Highway Trust Fund is expected to be exhausted by August 2014, which could lead to transportation projects being delayed; and,

WHEREAS, transportation needs far outpace the ability of the Highway Trust Fund at the federal level and the State Highway Fund at the state level, leading to a backlog of needed transportation projects; and,

WHEREAS, voices from across the nation such as elected officials, business leaders and citizens need to be heard on the need to address transportation funding needs; and,

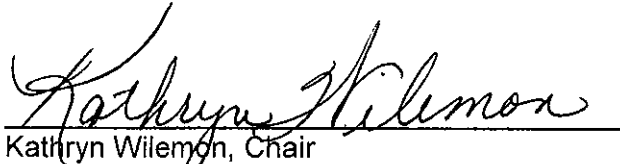
WHEREAS, several initiatives at the federal and state levels, such as the November 2014 election for Proposition 1, the need to address the Highway Trust Fund shortfall, the reauthorization of MAP-21 in Congress and the upcoming 84th Texas Legislature, present real opportunities to address transportation funding needs in a meaningful way.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1.** The Regional Transportation Council supports the need to adequately fund transportation.
- Section 2.** Members of the Regional Transportation Council will carry the message about the ability of transportation projects to create jobs and spur economic development along with the need to adequately fund transportation to groups in their communities such as chambers of commerce, other business groups, neighborhood associations, and others.
- Section 3.** The Director of Transportation is permitted to communicate this position of support on behalf of the Regional Transportation Council.

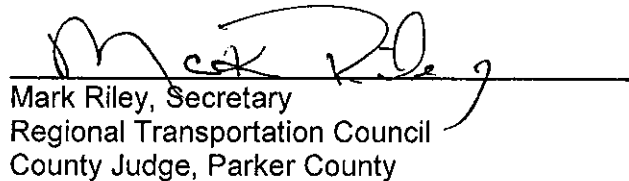
Section 4. This resolution will be transmitted to the United States Department of Transportation, the North Central Texas Congressional and Legislative Delegations, partner transportation organizations and all impacted local governments in the Dallas-Fort Worth region.

Section 5. This resolution shall be in effect immediately upon its adoption.



Kathryn Wilmon, Chair
Regional Transportation Council
Mayor Pro Tem, City of Arlington

I hereby certify that this resolution was adopted by the Regional Transportation Council of the North Central Texas Council of Governments for the Dallas-Fort Worth Metropolitan Area on May 8, 2014.



Mark Riley, Secretary
Regional Transportation Council
County Judge, Parker County



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number PC-4

Agenda Date 07/15/2014

Type Pre Council

Department City Secretary

Title

Discussion of the July 15, 2014, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 1

Agenda Date 07/15/2014

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding litigation - Billy McCullough v. City of Colleyville

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 that the City has received from business prospects that 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-14-3765

**A RESOLUTION APPROVING CITY COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JULY 15, 2014**

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 the following actions of the City Council are hereby adopted and approved:

a. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF JULY 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 3

Agenda Date 07/15/2014

Type Announcements, Proclamations and Presentations

Department City Secretary

Title

Donation to Special Olympics Texas from the Old Tyme BBQ event - Mayor David Kelly

In recognition of Colleyville's featured business - Costa Vida, Ted Price, Owner, 5615 Colleyville Boulevard, Suite 390 - Mayor David Kelly and Economic Development Director Marty Wieder

Attachments

RESOLUTION R-14-3766

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JULY 15, 2014

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 City Council worksession of June 30, 2014
 - b. Approval of the minutes of the regular City Council meeting of July 1, 2014
 - c. Approval of a revised preliminary plat for the Creekside at Colleyville Addition, located on 110 acres between Glade Road, Heritage Avenue, and Cheek-Sparger Road, Case PC14-011
 - d. Approval of a final plat for Phase Two of the Creekside at Colleyville Addition, located at 2800 Heritage Avenue, Case PC14-007
 - e. Approval of an Engineering Services Agreement with TranSystems, Inc., for the design of the improvements to Glade Road between Bransford Road and Manning Drive, in an amount not to exceed \$664,365, and authorize the city manager to execute the agreement
 - f. Approval of a Local Transportation Project Advance Funding Agreement for a Transportation Enhancement (TE) Project, and Surface Transportation Program Metro Mobility (STP-MM) On-System Project, and authorize the mayor to execute the agreement
 - g. Approval of the disposal of obsolete and non-serviceable equipment and sale of vehicles

- h. Approval of bid awards for medical and dental insurance to Blue Cross Blue Shield; vision insurance to Block Vision; life and accidental death and dismemberment and long-term disability insurance to Dearborn; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation, and authorize the city manager to execute the agreements
- i. Approval of an Interlocal Agreement with North East Fire Department Association (NEFDA) for Capital Replacement Funding Procedures
- j. Approval of an Interlocal Assistance Agreement for Fire and Explosion Investigations, and authorizing the mayor to execute the agreement
- k. Approval of a contract with Pattillo, Brown and Hill, L.L.P., for audit services for fiscal year ended September 30, 2014, in the amount of \$43,725
- l. Approval of an update to the City's Strategic Plan

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF JULY 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville

City Council Worksession

Minutes - Draft

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, June 30, 2014

Council Chambers

Mayor David Kelly called the Colleyville City Council Worksession to order on June 30, 2014, at 6:03 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Tom Hart.

City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Police Chief Mike Holder, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Communications and Marketing Director Mona Gandy, and City Secretary Amy Shelley.

2. PRESENTATION AND DISCUSSION

2a Discussion of the Glade Road Project

Mayor Kelly suggested City Council consider an option, in which consensus has already been reached: Section 2, from Bransford Road to Thompson Terrace, including a new roundabout at Bransford Road and Glade Road; and Section 3A, from Thompson Terrace to Manning Drive, including a new roundabout at Riverwalk Drive; the realignment of Bedford Road; and the lowering of Bluebonnet Drive at Glade Road to improve the site distance, be approved. He added that the balance of Glade Road would then be put back into the road evaluation system for analysis as to what may be best to address the needs at different places in the roadway. He stated those options may include a mill and overlay, reclamation, or reconstruction, depending on the warranted needs of the roadway. He stated outside of Section 2 and 3A, the only thing addressed would be the roadway itself, without any other enhancements or features.

Councilmember Wollin stated she concurred with Mayor Kelly's suggestions, especially after she visited with residents. She stated she has not received any common ground for the remaining sections of Glade Road. She added she would like the people, who are concerned, to further discuss the needs of Glade Road.

Mayor Kelly stated there are sections of Glade Road that are in good shape; however, there are some sections that are not.

Councilmember Wollin stated she is willing to dive into the details, section by section, to do what is best for Glade Road.

Mayor Kelly stated the major concern to fix is traffic mobility.

Councilmember Short stated the primary objectives will be addressed with the Bransford Road and Bluebonnet Drive intersections; therefore, he stated being in favor of moving forward with Mayor Kelly's suggestion.

Mayor Pro Tem Taylor stated being a believer in paying as you go, and stated he would rather have more of a consensus with the community regarding Glade Road. He stated being in favor of Mayor Kelly's suggestion, especially since he is not sold on the reclamation cost. He stated he does not like having a community divided, especially given what has been accomplished with economic development. He stated he believes this option will correct the bottlenecking of traffic.

Mayor Kelly stated City Council's part of government is to increase the citizen's quality of life. He stated there has been great discussion with this project.

Councilmember Putnam questioned Mayor Kelly if there was anything different that was not advanced from the previous worksession, since he thought those sections had been decided. Mayor Kelly replied the scope of the Glade Road project would only be Sections 2 and 3A, instead of the entire roadway. He added the remaining sections would then go into the street system to determine how to address any issues.

Councilmember Putnam concurred, and stated it does not mean the conversation relative to the balance of Glade Road has to end, it just means that those residents that will be impacted, are brought further into the discussion.

Mayor Kelly concurred, and stated this will let us get back to improving the quality of life. Councilmember Putnam concurred.

Councilmember Hart concurred. He added it is a start in the project that needs to be done. He stated he believes this process, and this study, has worked.

Councilmember Mogged stated he would support the suggestion. He stated the biggest benefit will be achieved with Sections 2 and 3A. He stated he does not want to lose site of the fact that parts of the roadway are crumbling. He stated this is something we can move forward with and the community can come together on.

Public Works Director Bob Lowry provided an update to this item and briefed the City Council.

Mayor Pro Tem Taylor questioned staff regarding if the \$3 million full depth reclamation includes an engineered reclamation. Director Lowry replied yes.

Councilmember Putnam questioned staff regarding if anything would prevent the eight foot sidewalk enhancement on the south side with the full depth reclamation. Director Lowry replied no; however, there are some trees impacted, as well as some drainage improvements, which would be necessary in the bar ditch areas. He added some parcels may require a sidewalk easement, or right-of-way acquisition would be required.

Mayor Kelly questioned staff regarding if the two inch mill and overlay would be a general fund expense. Director Lowry replied yes, since no improvements to the roadway are made; however, a four inch mill and overlay would be eligible for TIF funding.

Councilmember Mogged stated some of those TIF partners have facilities along this roadway, which would benefit from it.

City Manager Jennifer Fadden stated there will be an item on the next City Council agenda for a design contract for Sections 2 and 3A, which would then put the construction for the Bransford Road roundabout at the beginning of next summer.

Director Lowry explained the plans would then be ready for the February and March timeframe, which would allow the award to be bid in the first part of May, so that the contractor could mobilize and turn dirt the day after school ends for summer. He added it will really depend on the contractor, and the roundabout could then be open within three to five months.

Mayor Kelly questioned staff regarding if a timeline could be outlined in the contract. Director Lowry stated those specifications can be done up to a point, maybe with incentives. He stated offering incentives for early completion could speed up the timeline.

Mayor Kelly stated he wants the contractor to be sure they understand the start time of the project. Director Lowry explained there would be a pre bid meeting to explain the timeline for this project with the contractor.

City Manager Jennifer Fadden stated it is relevant to know that the Bluebonnet Drive intersection at Glade Road, will need to be closed for a period of time. Director Lowry stated local access would be given to those residents; however, the traffic will be detoured while the hill is being lowered.

Mayor Kelly stated there will be a little bit of pain for a shorter period of time. Director Lowry explained the possible detours, and stated both roundabouts will not be under construction at the same time. He added this is more for the construction phasing, and he stated he would not want to commit to anything until the contractor is on board to make those decisions.

Mayor Kelly questioned staff regarding if this will be done as one contract. Director Lowry replied with one contract there is generally a better price, since mobilization happens once.

Mayor Pro Tem Taylor questioned staff regarding the culverts along Glade Road, do those need to be cleaned out? Director Lowry replied the driveway culverts are on private property; however, there are some, which are City owned underneath the roadway. He stated he will look at the entire corridor to ensure the drainage system works properly.

Mayor Pro Tem Taylor questioned Mayor Kelly regarding if the resurfacing of Glade Road will be discussed at some time in the future. Mayor Kelly replied yes.

2b Discussion of the SH26/Colleyville Boulevard Reconstruction Project

Mayor Pro Tem Taylor stated being concerned that more information has not been received on the pass-through. Mayor Kelly stated there will be more information given before August.

Mayor Pro Tem Taylor stated being concerned about the Tinker Road intersection and the how this project will be funded.

Mayor Kelly suggested the partners may need to make some calls, since they have a vested interest. He stated this may help for some to realize the seriousness of this project and what needs to be done.

Director Lowry stated the contractor will be working on the intersection at Pool and Brumlow this Friday, with some significant restrictions relative to the lane directions. He stated the contractor is trying to be aggressive in getting it completed.

Councilmember Short questioned staff regarding if the traffic switch, to the new lanes, is still projected to happen on July 18. Director Lowry replied yes.

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information that the City has received from business prospects that 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

This item was not needed.

4. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the City Council Worksession at 6:50 p.m.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 15TH DAY OF JULY 2014.

Minutes taken and prepared by:

*Amy Shelley, TRMC
City Secretary*



City of Colleyville City Council Minutes - Draft

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Colleyville, Texas 76034
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Tuesday, July 1, 2014

Council Chambers

Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on July 1, 2014, at 5:38 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, and Jody Short

Absent: Councilmembers Chris Putnam and Tom Hart

City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Police Chief Mike Holder, Captain Robert Hinton, Fire Chief Brian Riley, Economic Development Director Marty Wieder, Parks Maintenance Manager James Hubbard, Human Resources Director Michelle Reyes, Colleyville Center Manager Leslie Hill, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Community Development Director Ron Ruthven, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley.

PC-1 Presentation by Oncor

Mr. Don Perfect, Area Manager and Randy Lloyd, Distribution Manager, Oncor Electric Delivery, updated the City Council regarding overhead and underground utility locations.

Mayor Pro Tem Taylor questioned Mr. Perfect regarding the choice to bury the electric lines. Mr. Perfect replied the choice is mostly dependent upon the developer, but most opt to bury those lines.

Mr. Perfect explained what then takes place when electric outages happen, and how service is switched to certain areas to allow for temporary electric service until repairs are made.

Councilmember Mogged questioned Mr. Perfect regarding if Oncor is competing for the same right-of-way space with other utilities. Mr. Perfect replied they do have to work with those utility entities, and some lease space on the service poles.

Councilmember Mogged questioned Mr. Perfect regarding the switchgear relative to the overhead transformer. Mr. Perfect replied it allows the overhead wires to be underground in the switchgear; therefore making transitions easier.

Councilmember Short questioned Mr. Perfect regarding the box he has located in his back yard. Mr. Perfect explained the voltage differences between a residential and a switchgear box.

Mayor Kelly questioned Mr. Perfect regarding if there is a way to keep from crossing the wires over Colleyville Boulevard. Mr. Perfect replied it is possible; however, it could be too far for the service lines to reach properly.

Mayor Pro Tem Taylor questioned Mr. Perfect regarding the next least expensive pole. Mr. Perfect replied fiberglass. Mr. Lloyd added the fiberglass poles will also stay straight; however, the maintenance time is increased in the event of a repair with a fiberglass versus a wood pole. He stated fiberglass poles are only used in areas in which there is accessibility; therefore, they are not used that much.

Councilmember Short questioned Mr. Perfect regarding if they can encroach on the public right-of-way. Mr. Perfect replied they are limited to three feet, and given certain curves in the right-of-way, Oncor has to actually purchase some right-of-way to allow the services lines to align.

Mayor Kelly questioned Mr. Perfect regarding what causes a transformer to blow up. Mr. Perfect replied wildlife, like squirrels. Mr. Lloyd added it is not related to the age of the transformer. Mr. Perfect stated there are different stages of protection that help to limit the amount of service outages.

Councilmember Short questioned Mr. Perfect regarding if the green boxes on the ground are susceptible to the same types of outages. Mr. Perfect replied they are susceptible to cable failure, ants, snakes, and fires.

Mayor Pro Tem Taylor questioned Mr. Perfect regarding the series of outages in Chelsea Park, would the new wiring help. Mr. Perfect replied the trimming of the trees should have helped, and the new wiring configuration will also help to reduce the outages with tree contact.

Councilmember Mogged questioned Mr. Perfect regarding if it is a cost difference or regulatory difference that prohibits the burying of service lines. Mr. Perfect replied it is based on cost, and the choices made in the beginning of development.

City Manager Jennifer Fadden questioned Mr. Perfect regarding the steps in designing the projects. Mr. Perfect replied they use the least cost design, meaning Oncor will do things in the most cost effective manner possible.

Councilmember Short questioned Mr. Perfect regarding municipal regulations relative to underground utilities. Mr. Perfect replied some cities do drive those regulations; however, the developer would take on the cost of such.

Councilmember Short questioned Mr. Perfect regarding when the old poles go away once the new ones are installed. Mr. Perfect stated there are entities that are notified to get their utilities off of the poles. Mr. Lloyd added Oncor is actually moving those other utilities so that the poles can be removed immediately.

Mayor Pro Tem Taylor questioned Mr. Perfect regarding what is used to fill the unused holes. Mr. Perfect replied Oncor will use dirt, and foam is used when setting the poles.

Mayor Pro Tem Taylor questioned Mr. Perfect regarding the depth of the holes for the posts. Mr. Perfect replied usually between 8-12 feet deep.

PC-2 Discussion of proposed animal control ordinance

Police Chief Mike Holder presented this item and briefed the City Council.

Councilmember Wollin questioned staff regarding the trap fee, is it per animal or per family. Chief Holder replied per animal, per occurrence.

Councilmember Mogged questioned staff regarding if this is consistent across the board. Chief Holder replied yes.

Councilmember Short questioned staff regarding if this is to discourage the use of private traps. Chief Holder replied no, it is to help manage those public health issues and be proactive.

Mayor Kelly replied a private service would cost more for a trapped animal.

Mayor Kelly questioned staff regarding if there are any issues with domestic animals. Chief Holder replied not so far.

Councilmember Wollin questioned staff regarding the pages that are blank and left for reserve. Chief Holder replied those are space holders.

Mayor Kelly questioned staff regarding if there is a need for a veterinarian to be on staff. Chief Holder stated the City of Keller does have a contract veterinarian, which works with the shelter to oversee the care. He added the local ordinance could address that issue.

Councilmember Short questioned staff regarding if citizens were consulted regarding the updates. Chief Holder replied the City of Keller and the Humane Society were involved in the updates. He added that the Humane Society is

running the adoption side of the shelter, and therefore, has helped with keeping those numbers low since more are being adopted.

Councilmember Short questioned staff regarding if there were any changes to large animals. Chief Holder replied no.

PC-3 Discussion of health insurance bid results and recommendations

Human Resources Manager Michelle Reyes presented this item and briefed the City Council. Amber Shaddox, Vice President of Client Services for Holmes Murphy was present to answer questions.

Councilmember Mogged questioned staff regarding if Aetna views us the same, since we have already used them. Manager Reyes replied if we switch frequently, the carriers view us as a risky client, even if we have used that particular carrier in the past. She added the carriers like to see some stability with users of the plan.

Mayor Kelly questioned staff regarding why Aetna would bid, if we are risky. Manager Reyes replied they are essentially trying to buy our business.

Mayor Pro Tem Taylor questioned staff regarding the TML bid. City Manager Jennifer Fadden stated they are consistently higher than any other carrier, and Manager Reyes concurred. Manager Reyes added TML will insure municipalities when no one else will.

Mayor Pro Tem Taylor questioned staff regarding if these rates are because of the national political impacts. City Manager Jennifer Fadden explained these rates would go into effect beginning October 1, 2014.

Mayor Pro Tem Taylor questioned staff regarding the January fees. Manager Reyes stated the PPACA fees go into effect beginning in January 2015.

Councilmember Mogged questioned staff regarding if there is a difference in doing business with Blue Cross Blue Shield versus Aetna. Manager Reyes replied Blue Cross Blue Shield's reporting is very robust, which helps in the wellness programming for the employees.

Mayor Kelly questioned staff regarding if the compensation package is at two percent within the budget. City Manager Jennifer Fadden replied yes.

Mayor Kelly questioned staff regarding if there may be times when the funding has to be moved from compensation to the increase cost of health care. City Manager Jennifer Fadden replied that employees understand it is all the same pot of money for compensation and benefits.

Councilmember Short questioned Ms. Shaddox regarding if there is a magic number in remaining with a company. Ms. Shaddox replied there is no magic number; however, staying with a carrier for three years helps to establish good standings.

Mayor Pro Tem Taylor stated he likes not having to make a change.

Councilmember Mogged stated these premiums are really competitive, however, is this an attempt to buy the low bid. Ms. Shaddox replied Holmes Murphy checks to ensure the incumbent is being fair with their rates. She stated we have negotiated with Blue Cross Blue Shield, given that their original bid was higher.

City Manager Jennifer Fadden explained these are all worst case scenarios, and they are all dependent upon where the employees and their families will fall within the tier system. She added only 40 percent of the persons covered were actually in Tier 1.

Mayor Pro Tem Taylor stated these are the darkest numbers, in that there may be more of a net savings. City Manager Jennifer Fadden concurred.

Mayor Pro Tem Taylor questioned staff regarding the savings from one year to the next. Manager Reyes replied there will be a savings of over \$27,000 dollars, with the possibility of more, since not every employee will be on Tier 1.

City Manager Jennifer Fadden stated the employees have worked really hard to be healthier so that the health insurance costs continue to decrease.

Mayor Pro Tem Taylor questioned staff regarding if exercise is a component of the wellness program. Manager Reyes explained the different components of the wellness program.

Councilmembers concurred with the recommendations of the Benefits/Wellness Committee.

PC-4 Discussion of the City Council Rules of Procedure

There was no discussion of this item, since City Council does not have any changes at this time.

PC-5 Discussion of the July 1, 2014, City Council regular agenda items

There was no discussion of this item.

Mayor Kelly adjourned the Pre Council meeting at 7:09 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 7:42 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Tom Hart.

Absent: Councilmembers Chris Putnam and Tom Hart

City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Police Chief Mike Holder, Captain Robert Hinton, Fire Chief Brian Riley, Economic Development Director Marty Wieder, Parks Maintenance Manager James Hubbard, Recreation and Library Director Mary Rodne, Colleyville Center Manager Leslie Hill, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Community Development Director Ron Ruthven, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley.

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

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding pending litigation - Keith Pardew v. City of Colleyville

Section 551.071 - Legal - Consultation with attorney regarding pending litigation - Gregory Ahern v. City of Colleyville

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 that the City has received from business prospects that 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

Mayor Kelly explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He

further explained there would be no decisions made or action taken during this time. The meeting was recessed at 7:09 p.m. and reconvened at 7:10 p.m.

INVOCATION: Pastor Lee Johnson, Bear Valley Church

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

2. EXECUTIVE SESSION: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-14-3762

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition

Mayor Kelly thanked Recreation and Library Director Mary Rodne and her staff, as well as all other employees involved, for the Red, White, and Sousa event held on Friday, June 27, 2014. He encouraged everyone to attend next year's event.

Presentation of a Utility Terrain Vehicle (UTV) from the Citizens Fire Academy Alumni Association (CFAAA) to the Colleyville Fire Department - CFAAA President Bo Bottger and Fire Chief Brian Riley

Fire Chief Brian Riley explained the benefits of the CFAAA members and their service to the Fire Department. President Bottger thanked the Fire Department for their efforts, and then she presented the keys to the UTV. Mayor Kelly thanked the CFAAA members for their donation to the Fire Department. Mayor Kelly encouraged everyone to attend the National Night Out event in October.

Proclamation in recognition of Parks and Recreation Month - Mary Rodne, Recreation and Library Director and James Hubbard, Parks Maintenance Manager

Director Rodne and Manager Hubbard thanked the Mayor and City Council for the proclamation. Director Rodne encouraged everyone to visit the City's website to see the many recreation programs available, and participate in those programs. Manager Hubbard encouraged everyone to get out and use the park facilities.

4. CONSENT: READING AND PUBLIC HEARING - Resolution R-14-3763

- 4a** Approval of the minutes of the regular City Council meeting of June 17, 2014

- 4b** Approval of the minutes of the City Council worksession of June 24, 2014

Mayor Kelly read Resolution R-14-3763 in its entirety.

Mayor Kelly opened the public hearing at 7:54 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:54 p.m.

Mayor Pro Tem Taylor moved to approve Resolution R-14-3763, Councilmember Wollin seconded the motion.

The motion to approve carried by the following vote:

Aye: 5 – Mayor Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, and Jody Short

Absent: 2 – Councilmembers Chris Putnam and Tom Hart

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

5a Ordinance O-14-1918

Approval of the Fiscal Year 2015 (FY 2015) Colleyville Crime Control and Prevention District budget

Mayor Kelly read the caption of Ordinance O-14-1918.

Police Chief Mike Holder presented this item and briefed the City Council.

Mayor Kelly questioned staff regarding if the funding source is the ½ cent sales tax. Chief Holder replied yes.

Mayor Kelly opened the public hearing at 7:57 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:57 p.m.

Councilmember Mogged moved to approve Ordinance O-14-1918, Councilmember Short seconded the motion.

The motion to approve carried by the following vote:

Aye: 5 – Mayor Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, and Jody Short

Absent: 2 – Councilmembers Chris Putnam and Tom Hart

5b Ordinance O-14-1919

Approval to amend Part II, Chapter 2 - Administration, Article II-Finance, Division 1, Sec. 2-26 (j) of the Colleyville, Texas, Code of Ordinances, which sets fees and charges for City Services, specifically Colleyville Center rental rates

Mayor Kelly read the caption of Ordinance O-14-1919.

Mayor Kelly opened the public hearing at 7:58 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:58 p.m.

Mayor Kelly moved to approve Ordinance O-14-1919, Councilmember Short seconded the motion.

The motion to approve carried by the following vote:

Aye: 5 – Mayor Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, and Jody Short

Absent: 2 – Councilmembers Chris Putnam and Tom Hart

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

6a Ordinance O-14-1920

Consideration of a request for an amendment to the Special Use Permit provisions authorizing alcoholic beverage sales for off-premises consumption on Lot 7A, Block 2, Village Park Addition, located at 4801 Colleyville Boulevard and authorizing alcoholic beverage sales for on-premises consumption on Lots 1R1, 4, 5A, 6A, 7A, and 9R, Block 2, Village Park Addition, located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard, Case ZC14-014

Mayor Kelly read the caption of Ordinance O-14-1920.

Community Development Director Ron Ruthven presented this item and briefed the City Council.

Mayor Kelly opened the public hearing at 8:02 p.m.

Bevin Prater, Brinkman, 1252 W. Dove Road, Southlake, presented this item and briefed the City Council. Scott Woodruff, Centennial Real Estate, 8235 Douglas Avenue, Dallas, was also present to answer any questions.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:07 p.m.

Mayor Kelly questioned Ms. Prater regarding if she is aware of the landscaping code and its requirements. Ms. Prater replied yes.

Mayor Kelly questioned Ms. Prater regarding where, in the November 25, 2013 plan, the revisions for this stone was allowed. Ms. Prater stated it is located in the landscape details section on the front page.

Mayor Kelly questioned staff regarding if this does exist in the landscape plan on the front page. Director Ruthven replied no, the front page mentions Bermuda and monkey grass; however, on page two, the stone is mentioned for the landscaped islands.

Mayor Kelly questioned staff regarding if the stone is shown for the island or for the landscaping around the trees. Director Ruthven replied it is shown for the parking lot island deeper in the plan; however, the main plan did not mention stone.

Mayor Kelly stated being concerned that the work continued, even though it was not in compliance. Mr. Woodruff stated they were under a time crunch with Whole Foods grand opening, and therefore, they continued to put in the stone, but if it did not pass, then they could then remove the stone.

Mayor Kelly questioned Ms. Prater regarding the actual type of stone being used, especially since what is currently in the island looks like gravel. Ms. Prater explained the differences in the types of stones.

Mayor Kelly stated the appearance of the stone does not look good. Mr. Woodruff stated the long term effect will be the actual planting materials when they become mature.

Councilmember Short questioned where there may be some examples of use of these types of stone. Ms. Prater replied she could provide some examples at the next meeting.

Councilmember Wollin stated the artist renditions helped to distract from the hardscapes, such as the concrete. She stated this is not inviting and the original landscape plan did list certain plantings that were going to be used.

Mayor Pro Tem Taylor concurred with Councilmember Wollin and Mayor Kelly. He stated this is not consistent with the work being done so far. He stated this looks messy and scattered, and the color contrast is not there. Mr. Woodruff stated the stones will change in color as the dust settles from the construction. He added they are trying to highlight the shrubs which will grow.

Mayor Kelly stated the Land Development Code is very clear on what is required on the options. Mr. Woodruff stated he understood.

Mayor Kelly questioned Ms. Prater regarding if these plants will spread. Ms. Prater replied most are upright.

Mayor Kelly questioned Ms. Prater regarding if the plantings are upright, then how will they fill in to cover the rocks? Ms. Prater replied the Knock-out Roses will get twice as wide and twice as tall.

Councilmember Wollin stated not being in favor of this. She stated Asian Jasmine would be a good plant to use. Ms. Prater replied it is not susceptible to the watering restrictions and heat. Councilmember Wollin stated it may have something to do with the preparation of the soil. Ms. Prater stated it has died even with established plantings.

Mayor Kelly questioned staff regarding if the landscaping in the Land Development Code is restrictive relative to other cities. Director Ruthven replied no.

Mayor Kelly questioned staff regarding if there have been issues with diseased plants in the other landscaped areas in the established portion of the parking lot. Director Ruthven replied no.

Councilmember Short stated he is in favor of more drought tolerate landscaping, but he stated he would like to see more examples, in a mature form. Mayor Kelly concurred, and stated he would like to see some mature examples.

Mayor Kelly questioned Ms. Prater regarding the maintenance of the weeds. Ms. Prater replied the maintenance contractor will weed the islands every week.

Councilmember Mogged questioned Ms. Prater regarding the preparation of the islands for landscaping. Ms. Prater explained how the contractor prepared the island for landscaping.

Mayor Kelly stated he appreciates the effort for drought tolerant items; however, the addition of turf would soften the parking lot and concrete. Mr. Woodruff stated they did try to go above and beyond, and the stone did cost him much more.

Mayor Kelly questioned staff regarding if natural mulch can be used. Director Ruthven replied the Land Development Code does have a listing of approved plants, and it does allow for an alternate determination that is appropriate and functional to the landscape plan.

Mayor Kelly questioned Ms. Prater regarding if there is something that can be added to soften the look between the concrete and stone. Ms. Prater replied there are some options that could help to soften the islands. Mayor Kelly stated he would like some examples of how this would look.

Councilmember Mogged suggested maybe they could use some other color of rock versus the existing one.

Mayor Kelly stated there is an inconsistency in the size of the rocks, maybe there could be a more tailored approach for better consistency.

Mayor Pro Tem Taylor stated the pictures are inconsistent with the comments, the stones are smaller than what has been explained.

Councilmember Wollin concurred with Mayor Pro Tem Taylor, and stated river rock is almost six or eight inches in size.

This was a first reading therefore; City Council did not take any action.

7. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA

Kathy Hadley, 204 N. Timberline, stated she would like the slower country atmosphere to be kept on Glade Road. She added Colleyville Boulevard needs to be kept small and not a freeway.

Michael Botch, 4613 Stafford Drive, stated having concern about the visual distance and how it was determined at the Stafford Drive intersection. He stated something must be done for those who drive faster than 30 mph. He stated he wants safety to be considered along Glade Road.

Elizabeth Zeitlin, 1800 Glade Road, thanked City Council regarding their consideration, and thanked them for the flashing yellow lights on Colleyville Boulevard.

Judy Chappell, 1716 Glade Road, thanked City Council regarding the decision for Glade Road, and stated she liked the flashing yellow lights on Colleyville Boulevard. She stated the open ended surveys do not mean anything to the general public. She stated they have been knocking on the doors to find out what the people are saying and what they want. She added everyone needs to work together to resolve the Glade Road issues.

Conrad Rodgers, 1213 Garry Lynne Drive, stated he would hate to think that neighbors cannot work together. He stated having concerns about the traffic circle at Riverwalk Drive, and the plans for Bluebonnet Drive. He stated there are some over reactions to a four hour a week problem.

Brad Anderson, 4809 Jim Mitchell Trail West, stated the Glade Road solution does not warrant the need for sidewalks on both sides of Glade Road; the loss of the trees; the taking of properties; and the traffic concerns at certain locations. He stated he does not know all of the plans, but it does not seem that the public understands the plan.

Harold Whitten, 1209 Garry Lynne Drive, stated he is excited to see Colleyville grow and expand; however, there is a challenge with the Glade Road project. He stated having concerns for the roundabout at the location of the new subdivision. He stated careful thought needs to be considered for those issues. He stated he thought a traffic signal at Bedford Road and Glade Road may solve those issues. He suggested a traffic study be completed.

Gary Lecocq, 5113 Roberts Road, stated having concerns about the Glade Road project. He stated being unsure of the use of the TIF funds. He suggested the right-of-way be returned to the property owners.

Bobby Lindamood Jr., 4913 Jim Mitchell Trail West, thanked the City Council for the meeting held on June 30. He stated having concerns for the turn lane and trail; however, stated being in favor of the roundabouts.

Susan Baum, 2302 Danbury Drive, stated being in support of keeping Glade Road as a two lane road, and thanked the City Council for listening to the citizens. She stated she wants the City Council to proceed with caution.

Larry Kainer, 4709 Jim Mitchell Trail East, completed a speaker card for the Citizen's Comments section of the agenda, with an indication of support, but did not specify the subject in which he supports.

8. REPORTS

Colleyville Library Board Meeting Minutes - April 14, 2014

There was no discussion of this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JULY 1, 2014 - Reading and Public Hearing - Resolution R-14-3764

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Councilmember Mogged moved to adjourn, and Mayor Kelly seconded the motion.

The motion to approve carried by the following vote:

Aye: 5 – Mayor Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, and Jody Short

Absent: 2 – Councilmembers Chris Putnam and Tom Hart

Mayor Kelly adjourned the City Council meeting at 9:14 p.m.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 15TH DAY OF JULY 2014.

Minutes taken and prepared by:

*Amy Shelley, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
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Agenda Number 4c

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Regular Agenda Items

Department Community Development

Title

Approval of a revised preliminary plat for the Creekside at Colleyville Addition, located on 110 acres between Glade Road, Heritage Avenue, and Cheek-Sparger Road, Case PC14-011

Explanation

Reading and Public Hearing

Jay Volk, on behalf of Terra Manna, LLC, has submitted a request to approve a revised preliminary plat for the Creekside at Colleyville addition, which includes 268 single family residential lots, 21 open space lots, and 4.9 acres of commercial property at the northwest corner of Heritage Avenue and Cheek-Sparger Road and the southwest corner of Heritage Avenue and Glade Road.

City Council Approval. On January 21, 2014 the City Council approved amendments to Chapter 8-Plat Review Procedures in the Land Development Code such that most plats required final approval only from the Planning and Zoning Commission. The remaining plats that require final City Council approval are preliminary plats and final plats that involve more than one phase.

Requested Revision. The original preliminary plat for Phase One was approved by the City Council on April 2, 2013 by Resolution R-13-3620 (attached). This plat only included the portion noted as Phase One on the revised preliminary plat as the remainder of the development was under separate ownership at the time. A separate preliminary plat was approved for Phase Two on March 16, 2014 by Resolution R-14-3732 (attached). The plat included the remainder of the development south of Phase One.

The applicant has since requested to break the development into six phases from two, as shown on the revised exhibit. Given that all 110 acres encompassed within the development is now under the control of a single developer, the revised preliminary plat shows all land including all approved and revised phases within the development.

The final plat for Phase One was approved by the City Council on November 19, 2013 and is currently under construction. Phase Two is on this agenda for approval by the City Council. Other than the changes to the phasing of the development, there are no other changes proposed as part of this revision.

Zoning and Land Use. A re-zoning request for PUD-R-Planned Unit Development Residential zoning district was originally approved by Ordinance O-07-1645.

Ordinance O-07-1645 (attached) was then amended by Ordinance O-13-1866 on March 5, 2013. Ordinance O-13-1866 (attached) provides a detailed development plan for Phase One and includes other minor amendments.

Ordinance O-07-1645 and O-13-1866 was then amended by Ordinance O-13-1899 on December 17, 2013. Ordinance O-13-1899 (attached) provides a detailed development plan for Phase Two. Ordinance O-13-1899 also zoned the property at the northwest corner of Heritage Avenue and Cheek-Sparger Road, which was incorporated into the City by boundary adjustment Ordinance O-12-1828.

The zoning requirements stated in Ordinance O-07-1645 include single-family detached residential as the primary use with a maximum density of 2.4 dwelling units per acre. The minimum lot sizes are 5,500 and 9,000 square feet, dependent on lot widths. The minimum lot widths are 50 and 70 feet.

Ordinance O-07-1645 also includes requirements for commercial use. All commercial properties shall only allow uses permitted in the following zoning districts that are either: (1) State of Texas sales tax generating businesses, or (2) professional offices: CN-Neighborhood Commercial zoning district, the CC1-Village Retail zoning district, and the CC2-Shopping Center zoning district.

However, Ordinance O-13-1899 requires the submission of a detailed site plan for the 1.9 acre commercial tract shown at the northwest corner of the development at Cheek-Sparger Road and Heritage Avenue prior to the issuance of a building permit. The detailed site plan shall be considered a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

Private Streets/Access. The development will have access from both Heritage Avenue and Cheek-Sparger Road. All streets serving the development will contain a minimum of 40 feet of right-of-way, measured from curb-back to curb-back, with five (5) foot easements on both sides. All streets within the subdivision will be private and maintained by the homeowners' association. This development will be developed as a gated community with private streets in accordance with Chapter 10-Private Streets and Gate Entrances.

Right-of-Way Waiver. A right-of-way waiver was approved by the City Council on March 18, 2014 for Heritage Avenue. Eighty feet of right-of-way is required for Heritage Avenue based on the recommendation of the Master Thoroughfare Plan. Heritage Avenue is classified as a Major Collector (four lane) on the plan. The developer received a waiver as part of the approval of the Phase Two preliminary plat to dedicate only 65 feet of right-of-way along the southern portion of Heritage Avenue

south of Little Bear Creek.

Sidewalks and Trails. Four (4) foot sidewalks will be installed in front of each residential lot within dedicated easements.

The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan will be constructed by the developer along the west side of Heritage Avenue, prior to the acceptance of public improvements. Trail 24 must connect to all other trails noted on the 2005 Colleyville Pathways Plan with the following exception:

The developer may escrow the cost of constructing the trail in lieu of actual construction only for the portion of the trail that traverses the Little Bear Creek floodplain. If the developer chooses to escrow said funds, the developer shall build a minimum four (4) foot wide sidewalk across Little Bear Creek that links the internal sidewalks in the portion of the development that is north of Little Bear Creek. Said sidewalk connection shall link to Trail 24 on both sides of Little Bear Creek within a public pedestrian access easement, which shall be dedicated on the final plat(s) for the development.

Drainage. The developer has submitted a preliminary drainage analysis of the site, which has been accepted by Public Works. According to the preliminary drainage analysis, the development will provide on-site detention.

Park Land Dedication Fees. Park land dedication fees are required, in the amount of \$1,802 per residential lot and \$800 per acre for commercial lots. Park land dedication fees are due at the time of final plat, and must be paid before the final plat is recorded with the County Clerk's office.

Perimeter Street Improvement Requirements. The developer may enter into a City/Developer Agreement with the City of Colleyville for any required public improvements, in conjunction with this development.

Perimeter street improvement fees are not due, since the developer will either be responsible for improving their half of Heritage Avenue where it is adjacent to the development, or will enter into a City/Developer agreement. These improvements must comply with the current standards of the Land Development Code and the Master Thoroughfare Plan at the time of development of the adjacent property.

Other Impact Fees. Water, sewer, and roadway impact fees are due at the time a building permit is issued. Fees will depend upon land use according to Chapter 13- Impact Fees of the Land Development Code.

Screening Walls and Fences. An eight (8) foot masonry wall shall be built between any commercial and residential lots. Perimeter fencing along Heritage Avenue will only be required immediately adjacent to lots, and not be required where floodplain or open

space is adjacent to Heritage Avenue. Perimeter fencing that currently exists along the west side of the proposed development will remain.

Ordinance O-13-1899 amended Ordinance O-07-1645, Section 4(7)b to read as follows: A six (6) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road, and Cheek-Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. Except as noted above, all fences shall be constructed per Exhibit D of Ordinance O-13-1899.

Landscaping and Tree Preservation. Trees not located within the right-of-way or within the pad site must be preserved during construction. Before construction begins on the site, protective fencing must be installed around the drip line of all preserved trees located outside the right-of-way.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this plat at the June 23, 2014 meeting by a vote of 7-0.

Summary. The proposed development satisfies the requirements of PUD-R Planned Unit Development-Residential Ordinances O-07-1645, O-13-1866, and O-13-1899. The right-of-way waiver for Heritage Avenue noted above was approved by the City Council on March 18, 2014. Per the requirements of the Land Development Code, preliminary plats require final approval by the City Council.

Financial Impact

There is no financial impact to the City.

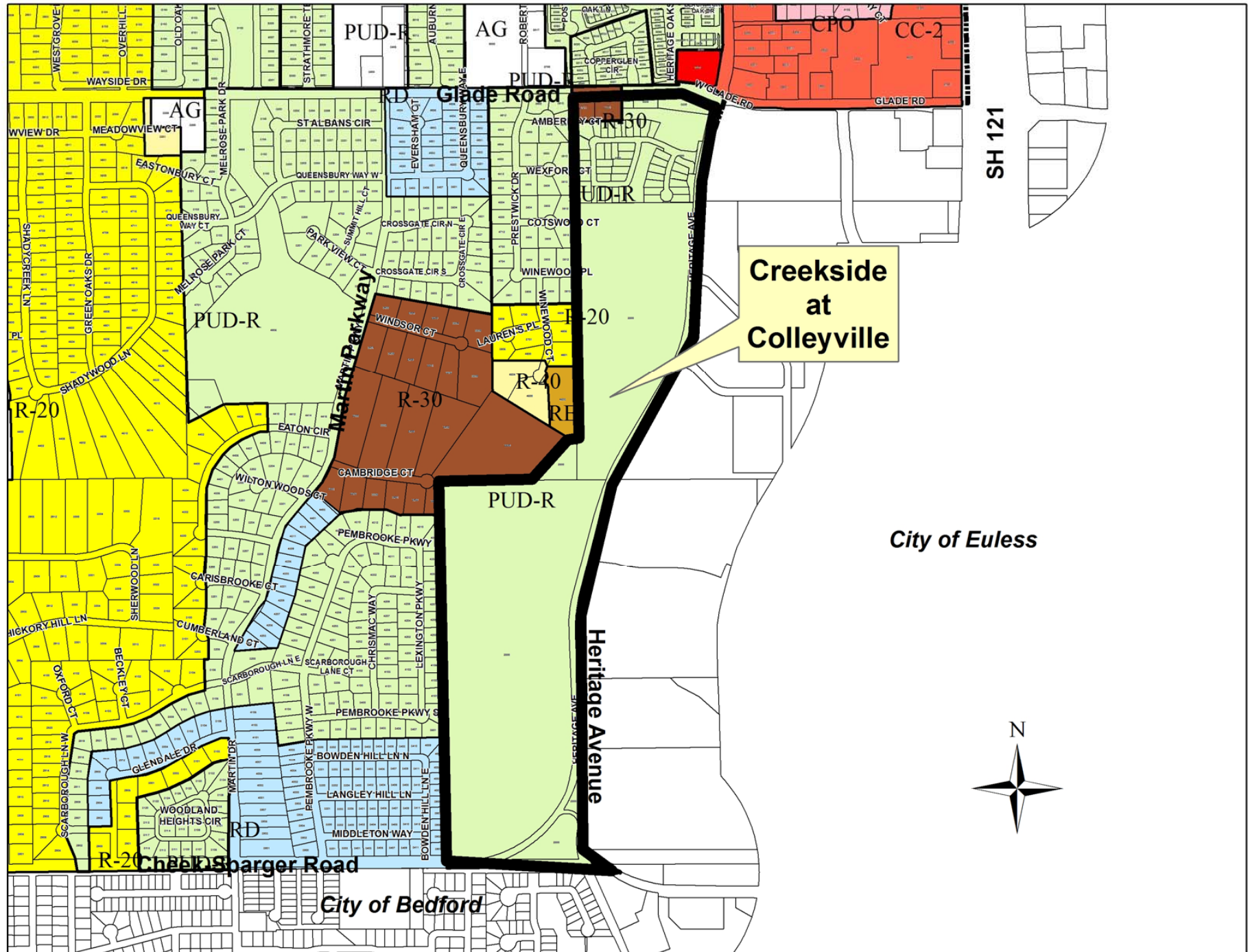
Recommendation

Approve

Attachments

1. Location and Zoning Map
2. Aerial
3. Revised Preliminary Plat Exhibit
4. Ordinance O-07-1645
5. Ordinance O-13-1866
6. Ordinance O-13-1899
7. Original Phase One Preliminary Plat
8. Original Phase Two Preliminary Plat
9. Resolution R-13-3620
10. Resolution R-14-3732

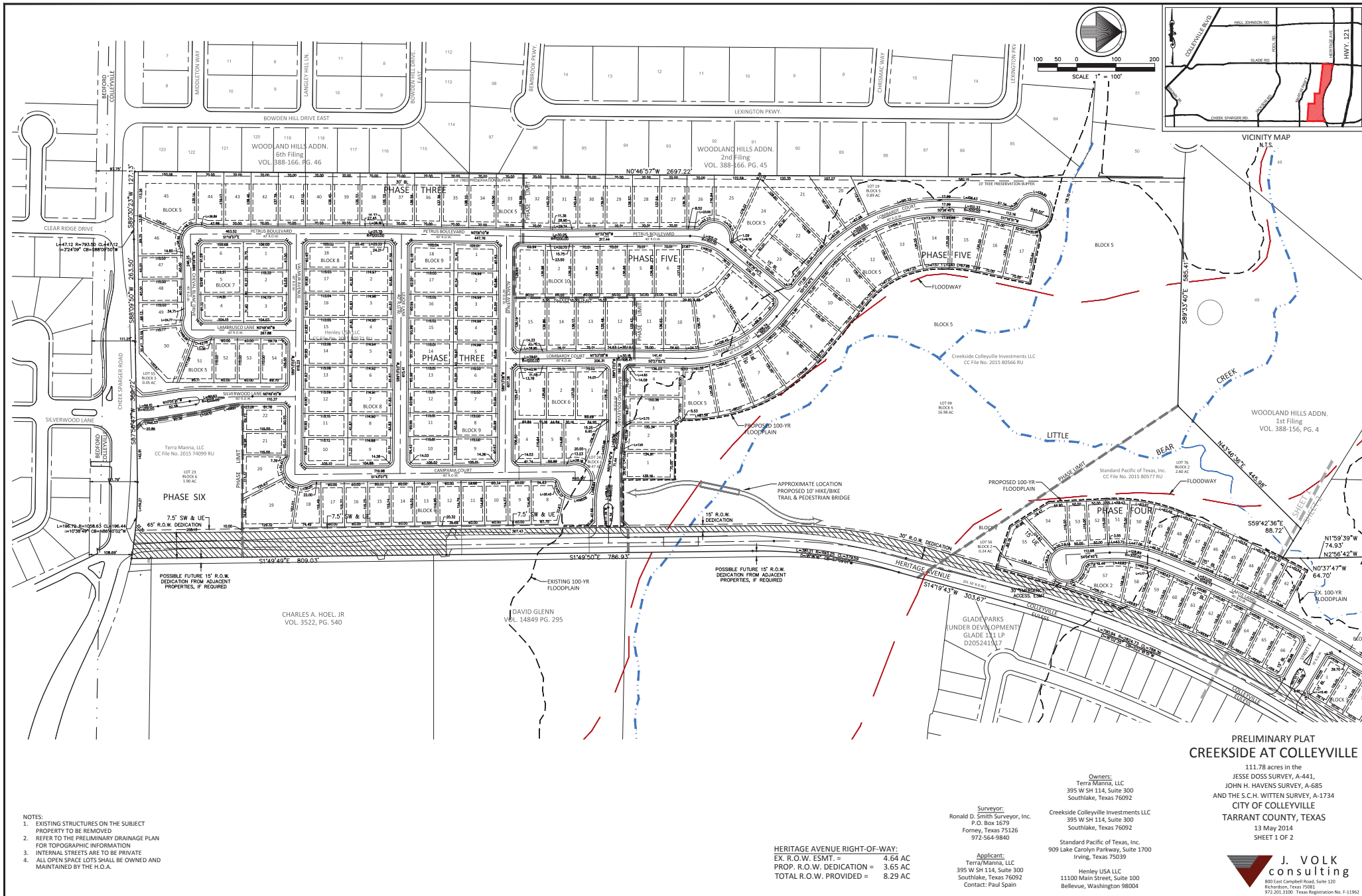
Location and Zoning Map



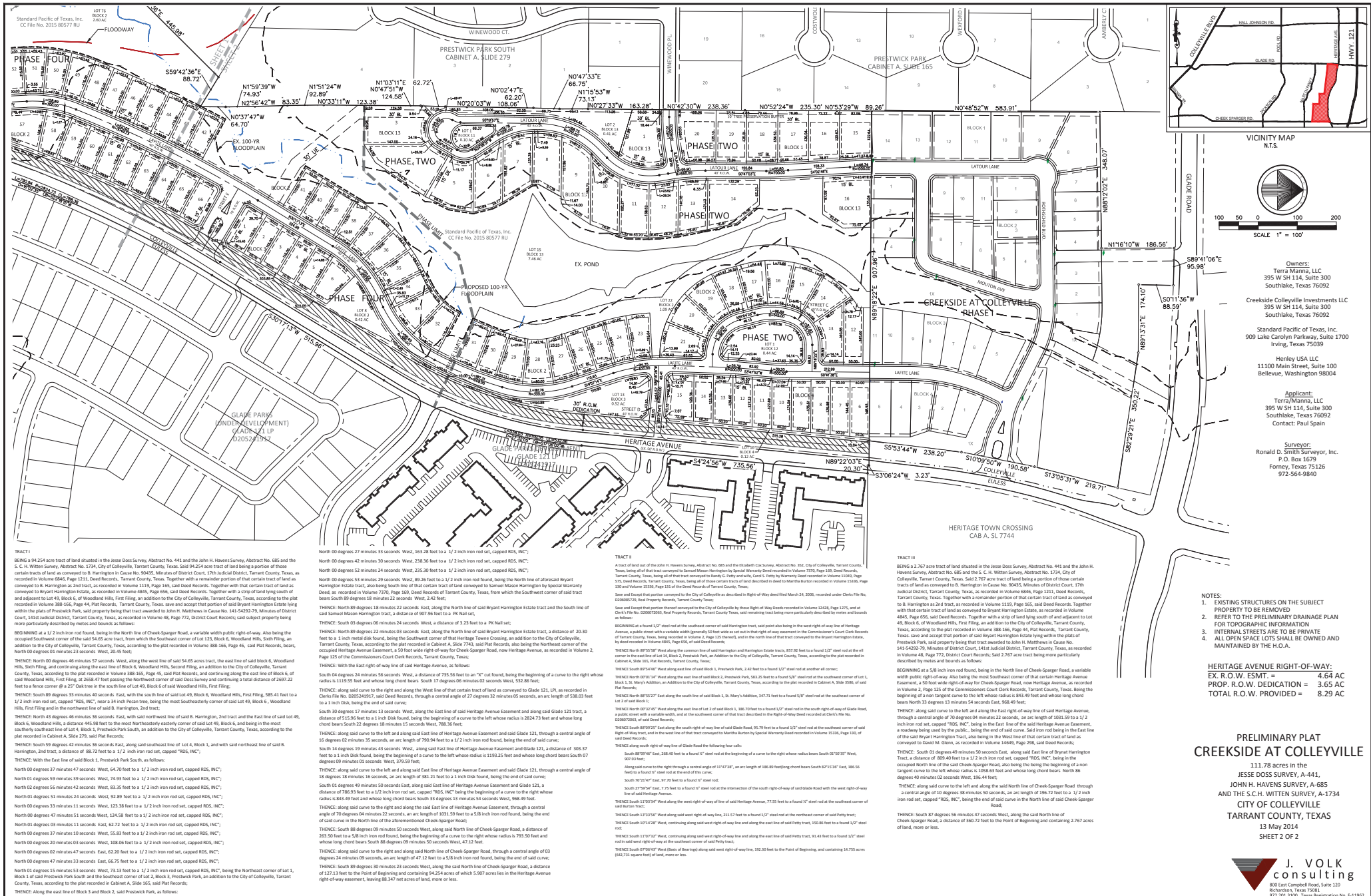
Aerial



Revised Preliminary Plat Exhibit



Revised Preliminary Plat Exhibit



ORDINANCE O-07-1645

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 108.5 ACRES OUT OF THE ELIZABETH COX SURVEY, ABSTRACT 352, THE JOHN H. HAVENS SURVEY, ABSTRACT 685, THE JESSE DOSS SURVEY, ABSTRACT 441, AND THE S.C.H. WITTEN SURVEY, ABSTRACT 1734, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO PUDR-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. Z-07-008; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after

holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance by reference as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 from the AG-Agricultural zoning district to PUDR-Planned Unit Development Residential zoning district, as depicted on Exhibit "A" labeled Location and Zoning Map and as described on Exhibit "B" labeled Legal Description.
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUDR is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 2.4 dwelling units per acre. There shall be no more than 269 single-family residential lots.
- b. Commercial lots shall be permitted along the frontage of Heritage Avenue.
- c. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where specifically amended by this Ordinance.

2. CONCEPTUAL PLAN, SITE PLAN, AND PLATTING

- a. The development shall be generally consistent with this Ordinance and the Conceptual Site Plan, labeled as Exhibit "C", which shall not be

considered a plat. The developer shall submit and receive approval from the City for any amendment to the Site Plan in accordance with the phasing of the development of any portion of this PUDR. A detailed Site Plan submission shall, at a minimum, meet the requirements of Section 3.23 J.K.6. of the Land Development Code, be consistent with this Ordinance, and may also be required to show additional conditions provided in Section 3.23 M.b. of the Land Development Code. Further, such detailed site plan(s) shall be considered as a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

- b. The developer shall submit and receive approval from the City, a Preliminary and Final Plat in accordance with the requirements of the Land Development Code prior to development of this PUDR.

3. PERMITTED USES

- a. Single-family residences, detached.
- b. All commercial properties shall allow only uses permitted in the following zoning districts that are; (1) either State of Texas sales tax generating businesses, or (2) professional offices: CN-Neighborhood Commercial zoning district, the CC1-Village Retail zoning district and the CC2-Shopping Center zoning district.

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Residential lot requirements and setbacks shall comply with the following provisions. Planning Area "A" refers to lots adjacent to western property line.

Planning Area "A"

- | | |
|----------------------------|--|
| a. Minimum Lot Size | 9,000 square feet |
| b. Minimum Lot Width | 70 feet |
| c. Minimum Lot Depth | 120 feet |
| d. Front Building Line | 20 feet; or 15 feet for a front swing garage |
| e. Side Building Line | 5 feet |
| f. Rear Building Line | 30 feet |
| g. Maximum Building Height | 40 feet |
| h. Maximum Lot Coverage | 65% |

Planning Area "B"

a. Average Lot Size	5,500 square feet
b. Minimum Lot Size	5,000 square feet
c. Minimum Lot Width	50 feet
d. Minimum Lot Depth	105 feet
e. Front Building Line	20 feet; or 15 feet for a front swing garage
f. Side Building Line	0, 1 or 9 feet with a 10 foot minimum between buildings
g. Rear Building Line	10 feet
h. Maximum Building Height	40 feet
i. Maximum Lot Coverage	65%

5. OPEN SPACE AND LANDSCAPE BUFFER

- a. A 10 foot wide landscape buffer shall be designated along the entire western property line. No structures may be constructed within the landscape buffer. The landscape buffer shall be incorporated in the rear lots of Planning Area "A". Such landscape buffer shall is not an open space lot. Chapter 5 of the Land Development Code applies to this landscape buffer in particular and the development as a whole. In addition, the Section 5.9 Tree Replacement Requirements shall apply to any replacement tree greater than three (3) inches in diameter which is substantially damaged or which dies within two (2) years of final inspection.
- b. Open space lots shall be maintained by the Homeowners Association.
- c. The following amenities are permitted in the open space lots: picnic tables, benches, playground equipment, concrete and crushed granite walking paths, a gazebo, an arbor, other garden type built elements including a fireplace, fountains, lights and a dock and pier. These amenities shall be owned and maintained by a homeowners association.

6. PRIVATE SIDEWALKS AND STREETS

- a. A ten (10) foot wide concrete trail approximately 1.2 miles long shall be constructed on-site along with all other public improvements as part of this development between Glade Road and Cheek Sparger Road and prior to the time of Final Plat. The City Manager or his designee may approve a reduced trail width of eight (8) feet if necessary based upon topographic, landscape, or other issues. Such trail shall be included as part of any Site Plan submittal, and shall be consistent with the City's then existing Master Trail Plan.

7. SCREENING

- a. An eight (8) foot masonry wall shall be built between any commercial and residential lots.
- b. An eight (8) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road and Cheek Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. The standards and detail for such wall shall be included as part of the detailed Site Plan.
- c. Perimeter fencing along Heritage Avenue shall only be required immediately adjacent to lots, and not be required along where floodplain or open space is adjacent to Heritage Avenue.

8. OTHER

- a. Ingress and Egress from Winewood Place shall be restricted to access by emergency vehicles only.
- b. The number of lots allowed with frontage on a cul-de-sac street shall adhere to the requirements of the Land Development Code.
- c. The portion of the development located south of Little Bear Creek shall have a minimum of two (2) points of public vehicular ingress and egress from Cheek Sparger Road and/or Heritage Avenue.
- d. There shall be no direct access onto Glade Road from this development.
- e. There shall be no single family uses allowed adjacent to Heritage Avenue where there are, as of the passage of this ordinance, existing commercial uses directly across Heritage Avenue within the City of Eules.
- f. Retaining walls that are adjacent to residential lots shall be constructed with a stone facade.

Sec. 5. 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 specifically amended herein.

Sec. 6. 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. 7. 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. 8. 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. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 16th day of October 2007.

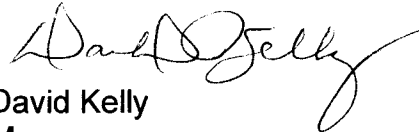
The second reading and public hearing being conducted on the 6th day of September 2007.

ATTEST:



Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" Location and Zoning Map

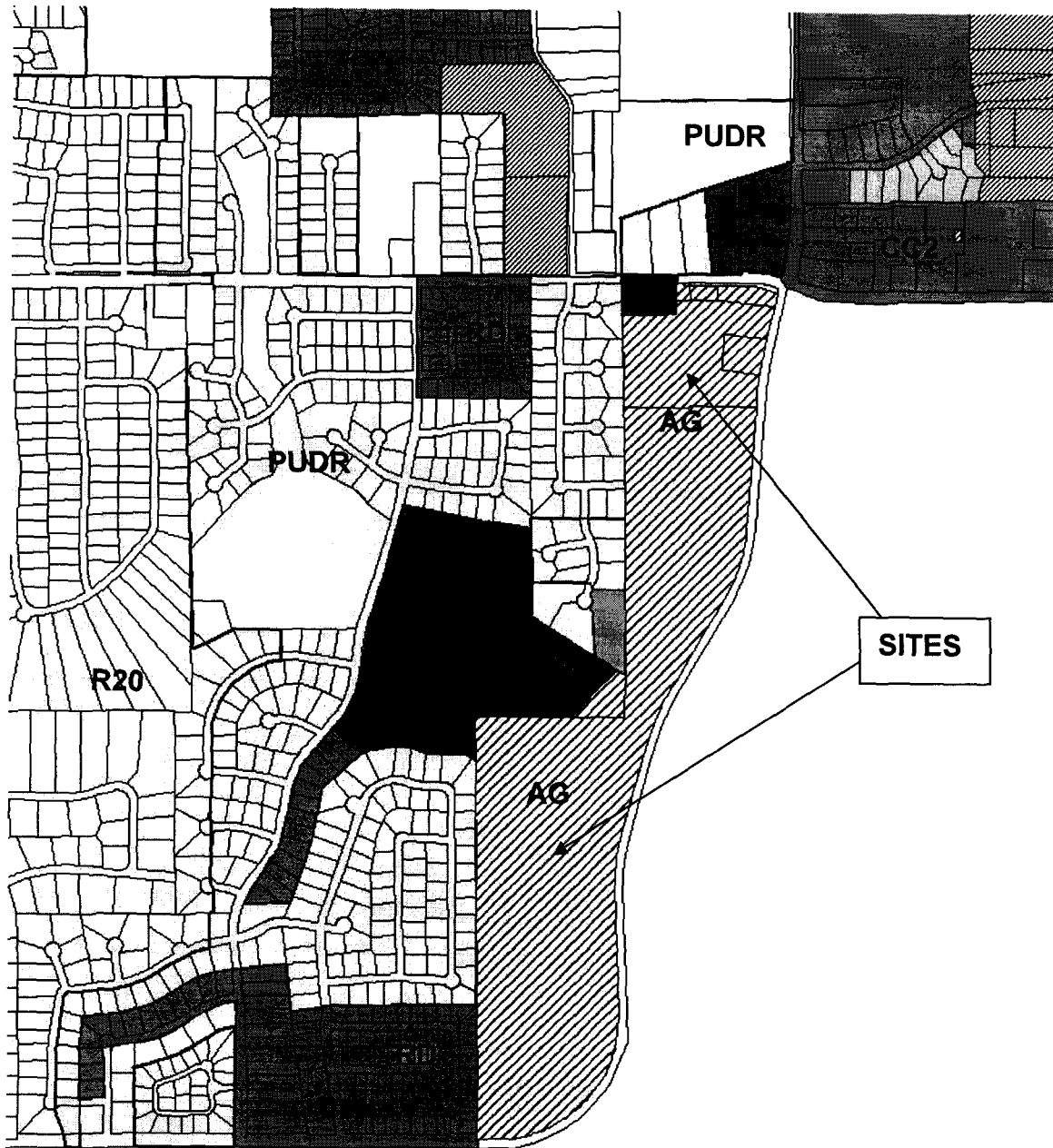


Exhibit "B" Legal Description

**CREEKSIDE AT COLLEYVILLE (PUD-R)
108.5 ACRE ZONING TRACT**

BEING A 108.5 ACRE TRACT OF LAND SITUATED IN THE ELIZABETH COX SURVEY, ABSTRACT NO. 352, THE JOHN H. HAVENS SURVEY, ABSTRACT NO. 685, THE JESSE DOSS SURVEY, ABSTRACT NO. 441 AND THE S.C.H. WITTEN SURVEY, ABSTRACT NO. 1734, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS. SAID 108.5 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT NEAR THE INTERSECTION OF THE CENTERLINE OF GLADE ROAD AND THE INTERSECTION OF;

THENCE S 09°46'23" W, OVER AND ACROSS SAID GLADE ROAD AND HERITAGE AVENUE, A DISTANCE OF 99.73 FEET TO A POINT FOR CORNER IN THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF SAID HERITAGE AVENUE;

THENCE ALONG THE EAST LINE OF SAID HERITAGE AVENUE THE FOLLOWING COURSES AND DISTANCES;

S 12°21'40" W, A DISTANCE OF 447.71 FEET TO A POINT FOR CORNER;

S 05°25'11" W, A DISTANCE OF 195.30 FEET TO A POINT FOR CORNER;

S 04°21'00" W, A DISTANCE OF 720.00 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°31'41", A RADIUS OF 1121.05 FEET, AN ARC LENGTH OF 538.62 FEET, A CHORD BEARING OF S 17°31'00" W, AND A CHORD LENGTH OF 533.45 FEET TO A POINT FOR CORNER;

S 30°41'03" W, A DISTANCE OF 515.89 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 15°51'46", A RADIUS OF 2840.34 FEET, AN ARC LENGTH OF 786.37 FEET, A CHORD BEARING OF S 22°45'00" W, AND A CHORD LENGTH OF 783.86 FEET TO A POINT FOR CORNER;

S 14°48'57" W, A DISTANCE OF 308.22 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 16°05'15", A RADIUS OF 1407.20 FEET, AN ARC LENGTH OF 395.12 FEET, A CHORD BEARING OF S 06°46'30" W, AND A CHORD LENGTH OF 393.82 FEET TO A POINT FOR CORNER;

S 00°46'00" E, A DISTANCE OF 772.57 FEET TO A POINT FOR CORNER;

RECEIVED

FEB 06 2007

Per

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 70°04'32", A RADIUS OF 843.50 FEET, AN ARC LENGTH OF 1031.64 FEET, A CHORD BEARING OF S 33°59'27" W, AND A CHORD LENGTH OF 968.53 FEET TO A POINT FOR CORNER AT THE INTERSECTION OF THE NORTH R.O.W. LINE OF CHEEK SPARGER ROAD;

THENCE S 89°18'56" W, ALONG THE NORTH R.O.W. LINE OF SAID CHEEK SPARGER ROAD, A DISTANCE OF 437.70 FEET TO A POINT FOR THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS PACEL 1 IN DEED TO SPARGER FAMILY LIMITED PARTNERSHIP RECORDED IN VOLUME 16472, PAGE 390 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.);

THENCE N 00°01'23" W, ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2658.46 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE S 89°02'53" E, ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 549.10 FEET TO A POINT FOR CORNER;

THENCE LEAVING THE NORTH LINE OF SAID PARCEL 1 THE FOLLOWING COURSES AND DISTANCES;

N 44°32'16" E, A DISTANCE OF 504.74 FEET TO A POINT FOR CORNER;

S 58°08'37" E, A DISTANCE OF 82.37 FEET TO A POINT FOR CORNER IN THE WEST LINE OF A CALLED 136.34 ACRE TRACT OF LAND DESCRIBED IN DEED TO SPARGER FAMILY LIMITED PARTNERSHIP PARTNERSHIP RECORDED IN VOLUME 16472, PAGE 390 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.);

THENCE N 00°39'20" E, ALONG SAID WEST LINE, A DISTANCE OF 541.65 FEET TO A POINT FOR CORNER;

THENCE N 00°15'08" E, A DISTANCE OF 443.19 FEET TO A POINT FOR CORNER;

THENCE N 00°28'33" W, A DISTANCE OF 1306.92 FEET TO A POINT FOR CORNER;

THENCE S 89°50'41" E, A DISTANCE OF 344.46 FEET TO A POINT FOR CORNER;

THENCE N 00°09'51" W, A DISTANCE OF 225.22 FEET TO A POINT FOR CORNER;

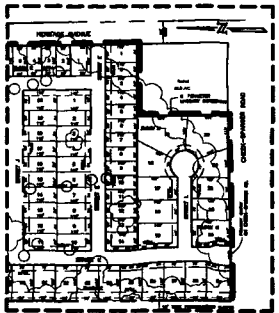
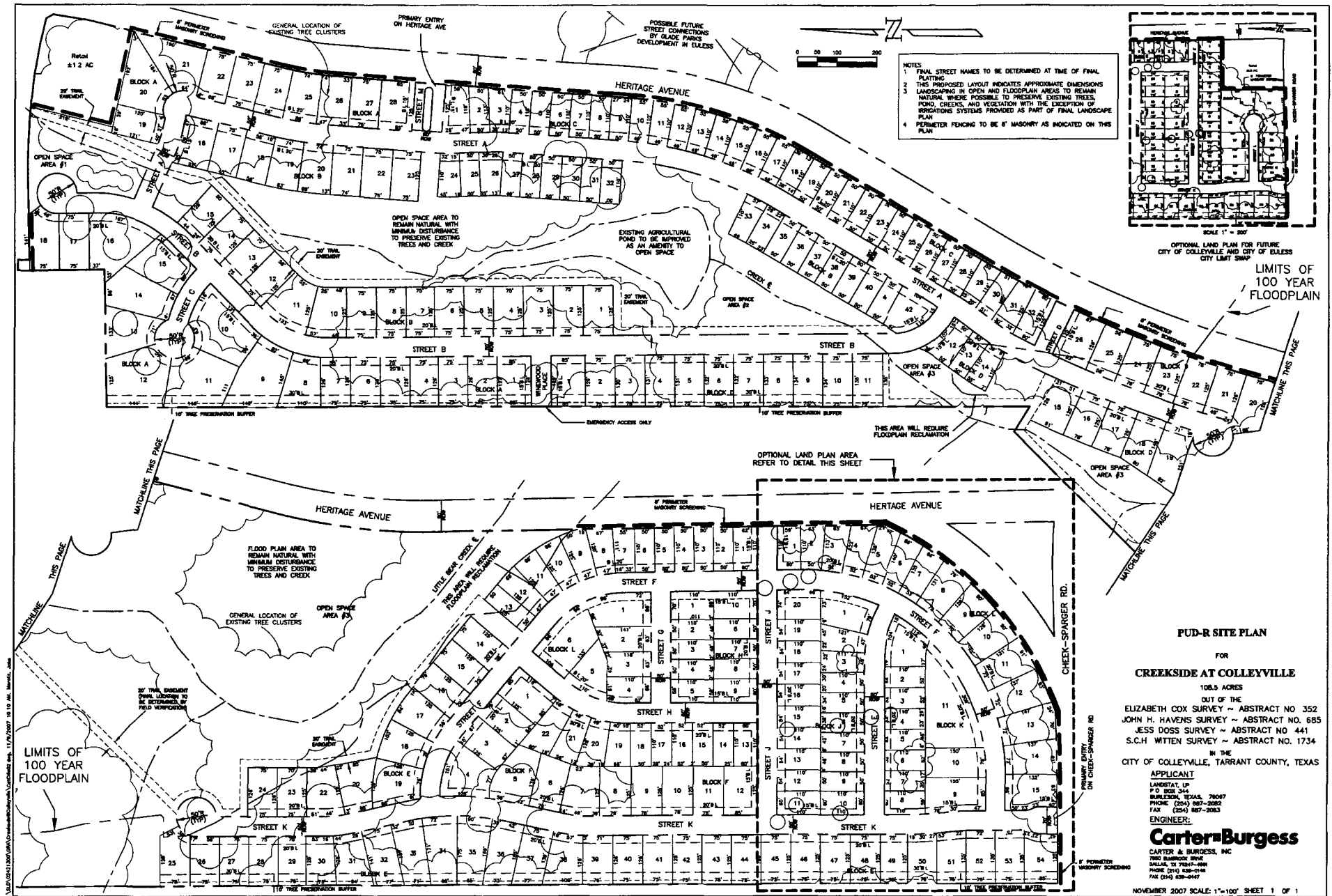
THENCE N 88°42'20" E, A DISTANCE OF 22.07 FEET TO A POINT FOR CORNER;

THENCE S 00°27'31" E, A DISTANCE OF 28.94 FEET TO A POINT FOR CORNER;

THENCE N 89°23'34" E, A DISTANCE OF 195.12 FEET TO A POINT FOR CORNER;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 13°35'47", A RADIUS OF 1587.18 FEET, AN ARC LENGTH OF 376.64 FEET, A CHORD BEARING OF S 84°20'11" E, AND A CHORD LENGTH OF 375.76 FEET TO A POINT FOR CORNER;

THENCE S 76°13'22" E, A DISTANCE OF 105.52 FEET TO THE POINT OF BEGINNING, AND CONTAINING 108.5 ACRES OF LAND, MORE OR LESS.



LIMITS OF 100 YEAR FLOODPLAIN

PUD-R SITE PLAN

FOR
CREEKSIDE AT COLLEVILLE
108.5 ACRES
OUT OF THE
ELIZABETH COX SURVEY ~ ABSTRACT NO. 352
JOHN H. HAVENS SURVEY ~ ABSTRACT NO. 685
JESS DOSS SURVEY ~ ABSTRACT NO. 441
S.C.H. WITTEN SURVEY ~ ABSTRACT NO. 1734
IN THE
CITY OF COLLEVILLE, TARRANT COUNTY, TEXAS

APPLICANT
LANDSTAT, LP
P.O. BOX 344
BURLEIGH, TEXAS 76007
PHONE (254) 887-2082
FAX (254) 887-2083

ENGINEER
Carter & Burgess
CARTER & BURGESS, INC.
2700 BURBANK ROAD
DALLAS, TEXAS 75244
PHONE (214) 638-0146
FAX (214) 638-0147

NOVEMBER 2007 SCALE: 1"=100' SHEET 1 OF 1
PROJECT NO 0242130

ORDINANCE O-13-1866

AN ORDINANCE AMENDING ORDINANCE O-07-1645 CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1645 on November 27, 2007, to establish the zoning of 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, The John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 under case Z07-0008; and

WHEREAS, the applicant has requested an amendment to Ordinance O-07-1645 to further amend the commercial zoning requirements at the southwest corner of Glade Road and Heritage Avenue; to amend the trail location requirements within the development; and to submit a detailed site plan for 14.75 acres of the development per the requirements of Section 4(2)a under Ordinance O-07-1645, under Case ZC12-031; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-07-1645 conditions.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending the zoning and development requirements on 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 as depicted on the attached Exhibit "A".
- Sec. 4. 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. 5. THAT the above described tract of land shall be subject to the following conditions:

1. DETAILED SITE PLAN REQUIREMENT

- a. Exhibit "B" shall be deemed to satisfy the site plan requirements of Ordinance O-07-1645 Section 4(2)a. A full size copy of the site plan shall be kept on file in the Community Development Department until the final plat is approved, at which time a copy of the detailed site plan shall be kept in the plat file for this development. The phase one final plat shall be consistent with Exhibit "B".
- b. The remainder of the subject property within this PUD shall be required to submit a detailed site plan per Section 4(2)a of Ordinance O-07-1645 prior to the submission of a final plat.

2. GENERAL AMENDMENTS

- a. Sections 4(8) "d" and "e" of Ordinance O-07-1645 are hereby deleted.
- b. The maximum building height in this development shall not exceed 35 feet.
- c. The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan map shall be constructed by the developer along the west side of Heritage Avenue prior to the acceptance of public improvements. Trail 24 must connect to all other trails noted on the 2005 Colleyville Pathways Plan.
- d. This development may be developed as a gated community with private streets in accordance with Chapter 10-Private Streets and Gate Entrances of the Land Development Code.
- e. The developer shall improve Heritage Avenue where it is adjacent to the development to the current standards of the Land Development Code and the Master Thoroughfare Plan at the time of development of the adjacent property. There shall be no option to escrow said construction costs as a perimeter street fee for future roadway improvements.

- Sec. 6. 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. 7. 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. 8. 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. 9. THAT all provisions of Ordinance O-07-1645 and the Land Development Code shall remain in full force and effect, except where amended herein.
- Sec. 10. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 19th day of February 2013.

The second reading and public hearing being conducted on the 5th day of March 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 5th day of March 2013.

ATTEST:


Amy Shelley
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:


Matthew C. G. Boyle
City Attorney

Exhibit "A" -Location and Zoning Map

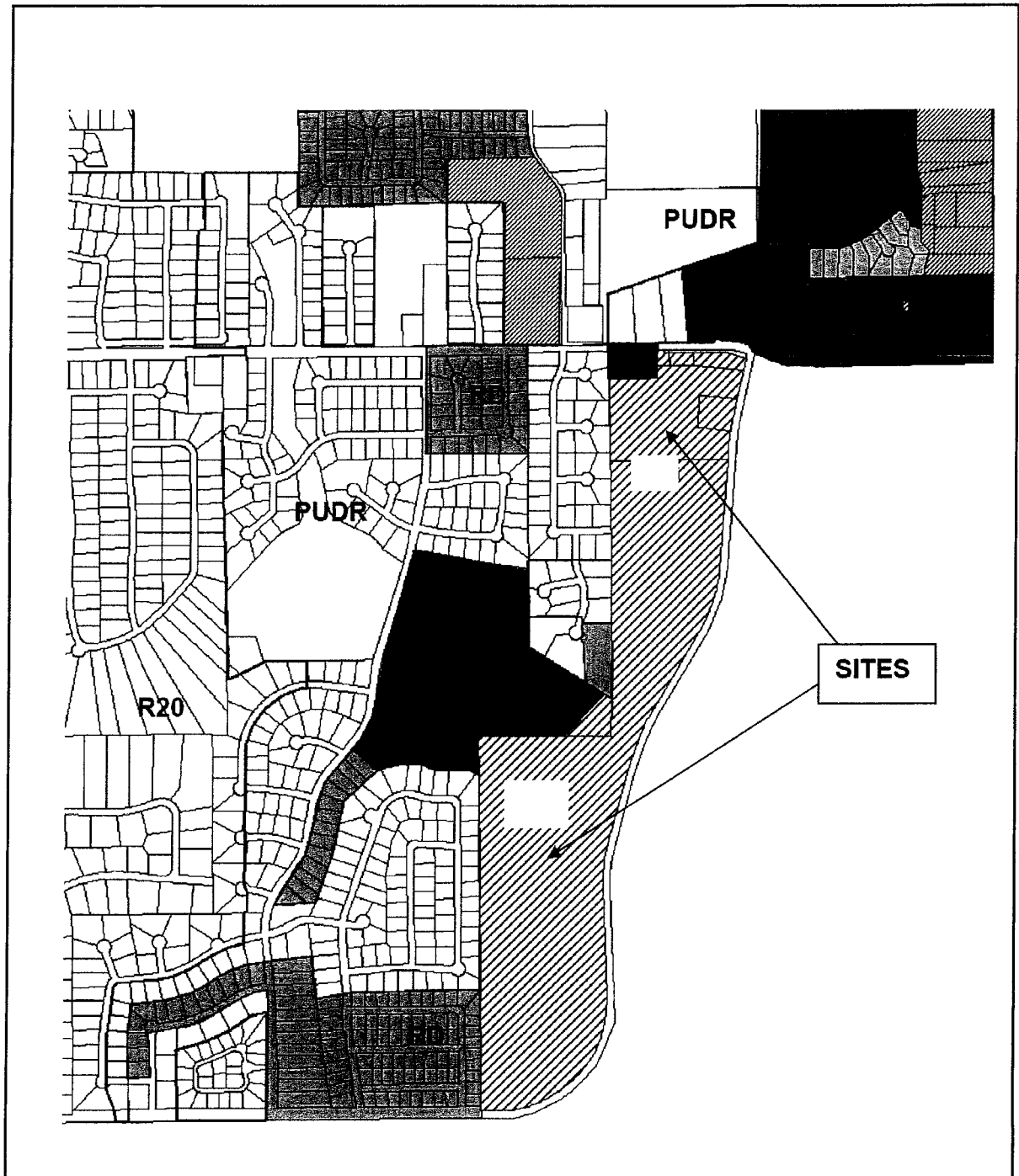
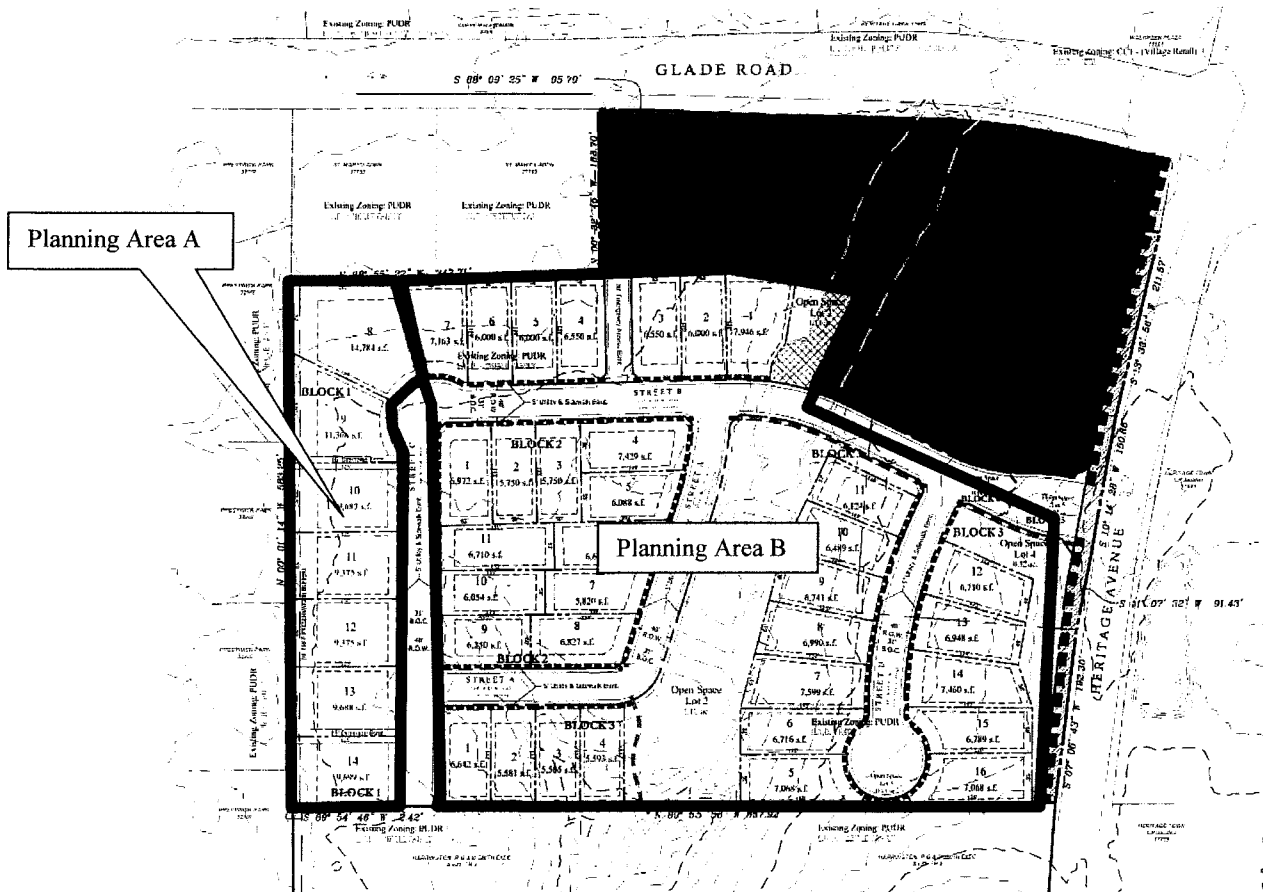


Exhibit "B" Detailed Site Plan



ORDINANCE O-13-1899

AN ORDINANCE AMENDING ORDINANCE O-07-1645 AND ORDINANCE O-13-1866 CONDITIONS AND AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 4.4 ACRES LOCATED IN THE JESSE DOSS SURVEY AT THE NORTHWEST CORNER OF CHEEK-SPARGER ROAD AND HERITAGE AVENUE FROM THE AG-AGRICULTURAL DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1645 on November 27, 2007, to establish the zoning of 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 under case Z-07-008; and

WHEREAS, the City Council approved Ordinance O-13-1866 on March 5, 2013, amending Ordinance O-07-1645 conditions and approving a detailed site plan for phase one of the development under case ZC12-031; and

WHEREAS, the applicant has requested an amendment to Ordinance O-07-1645 and Ordinance O-13-1866 and requests to rezone 4.4 acres located in the Jesse Doss Survey at the northwest corner of Cheek-Sparger Road and Heritage Avenue, acquired from the City of Euless in a boundary adjustment approved under Ordinance O-12-1828, so as to incorporate the property into the PUD authorized by Ordinance O-07-1645 under Case Z-07-008 and approve a detailed site plan for phase two of the development; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be

enforced therein and to recommend a new zoning ordinance;
and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-07-1645 and Ordinance O-13-1866.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by

changing the zoning of 4.4 acres located in the Jesse Doss Survey at the northwest corner of Cheek-Sparger Road and Heritage Avenue from the AG-Agricultural District to the PUD-R-Planned Unit Development Residential District, as depicted in the attached Exhibit "A" and described in Exhibit "B".

Sec. 4. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.

Sec. 5. THAT the above described tract of land shall be subject to the following conditions:

1. DETAILED SITE PLAN REQUIREMENT

- a. Exhibit "C" shall be deemed to satisfy the site plan requirements of Ordinance O-07-1645 Section 4(2)a and Ordinance O-13-1866 Section 5(1)b. A full size copy of the site plan shall be kept on file in the Community Development Department until the final plat is approved, at which time a copy of the detailed site plan shall be kept in the plat file for this development. The phase two final plat shall be consistent with Exhibit "C".

2. GENERAL AMENDMENTS

- a. Section 5(2)e of Ordinance O-13-1866 is hereby deleted.
- b. The developer may enter into a City/Developer Agreement with the City of Colleyville for any required public improvements, in conjunction with this development. Said agreement, if submitted, shall be approved and executed prior to the filing of the final plat for phase two of the development.
- c. Prior to the issuance of a building permit for the 1.9 acre commercial tract shown at the southwest corner of the development on Exhibit C, the developer shall submit a detailed site plan which shall, at a minimum, meet the requirements of Section 3.23 J.K.6. of the Land Development Code, be consistent with Ordinance O-07-1645 and any subsequent amendments, and may also be required to show additional conditions provided in Section 3.23 M.b. of the Land Development Code. Further, such detailed site plan(s)

shall be considered as a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

- d. Section 4(7)b of Ordinance O-07-1645 is hereby amended to read as follows: A six (6) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road and Cheek Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. The standards and detail for such wall shall be included as part of the detailed Site Plan and shall, otherwise, meet the requirements of the Land Development Code.
- e. Except as noted in subsection "d" above and Section 4(7)a and "c" in Ordinance O-07-1645, all fences shall be constructed per Exhibit D.
- f. Section 5(2)c of Ordinance O-13-1866 is hereby amended to read as follows: The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan map shall be constructed by the developer along the west side of Heritage Avenue prior to the acceptance of public improvements and shall connect to all other trails noted on the 2005 Colleyville Pathways Plan with the following exceptions: The developer may escrow the cost of constructing the trail in lieu of actual construction only for the portion of the trail that traverses the Little Bear Creek floodplain. If the developer chooses to escrow said funds, the developer shall build a minimum four (4) foot wide sidewalk across Little Bear Creek that links the internal sidewalks in the portion of the development that is south of Little Bear Creek to the internal sidewalks in the portion of the development that is north of Little Bear Creek. Said sidewalk connection shall link to Trail 24 on both sides of Little Bear Creek within a public pedestrian access easement, which shall be dedicated on the final plat(s) for the development.

Sec. 6. 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. 7. 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. 8. 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. 9. 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. 10. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.
- Sec. 11. THAT Ordinance O-07-1645 and Ordinance O-13-1866 shall remain in full force and effect, except where amended by this ordinance.

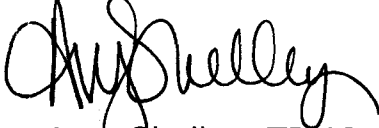
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of December 2013.

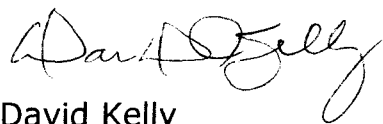
The second reading and public hearing being conducted on the 17th day of December 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 17th day of December 2013.

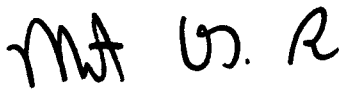
ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:


Matthew C. G. Boyle
City Attorney

City of Euless

City of Bedford

Subject Property

Subject Property

Heritage Avenue

Glade Road

SH 121

Legend

AG	Agricultural
CC-1	Village Retail
CC-2	Shopping Center
CC-3	Highway Commercial
CN	Neighborhood Commercial
CP0	Professional Office
ML	Light Manufacturing
PUD-C	Planned Unit Development, Commercial
PUD-R	Planned Unit Development, Residential
R-10	Single Family Residential (10,000 sq. ft. min)
R-15	Single Family Residential (15,000 sq. ft. min)
R-20	Single Family Residential (20,000 sq. ft. min)
R-30	Single Family Residential (30,000 sq. ft. min)
R-40	Single Family Residential (40,000 sq. ft. min)
R-MF	Multi-Family Residential
RD	Two Family Residential
RE	Single Family 'Estate' Residential

N

Exhibit "B" – Legal Description of Property Zoned from AG-Agricultural to PUD-R-Planned Unit Development Residential

Being the certain tract of land situated in the J. DOSS SURVEY, Abstract No. 441 and being a portion of the Ordinance No. 192 to City of Euless and a portion of the tract described in the deed to Sparger Family limited Partnership as recorded in Volume 16472, Page 390 of Deed Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a point at the intersection of the Colleyville City Limit and the Bedford City Limit boundaries from which a 5/8" iron rod found for the southwest corner of said Sparger tract bears North 69°11'27" West at 207.68 feet;

THENCE North 00°07'13" West, 25.16 feet to the beginning of a curve to the left;

THENCE northeasterly with said curve to the left, having a radius of 843.63 feet, a central angle of 37°42'05", an arc length of 250.26 feet to the apparent intersection of the north right-of-way of said Cheek Sparger Road and the east right-of-way line of Heritage Avenue, continuing with said east right-of-way line a total arc length of 1281.93 feet and a long chord of North 42°29'27" East at 1162.08 feet to a 5/8 inch iron rod found for the end of said curve, same being the merging of the east right-of-way line of Woodpark Lane;

THENCE South 01°02'49" East with said east right-of-way line of Woodpark Lane, 750.80 feet to the southwest corner of the tract described to Charles A. Hoel, Jr. and wife, Mary lea Hoel as recorded in Volume 3522, Page 540 of said Deed Records;

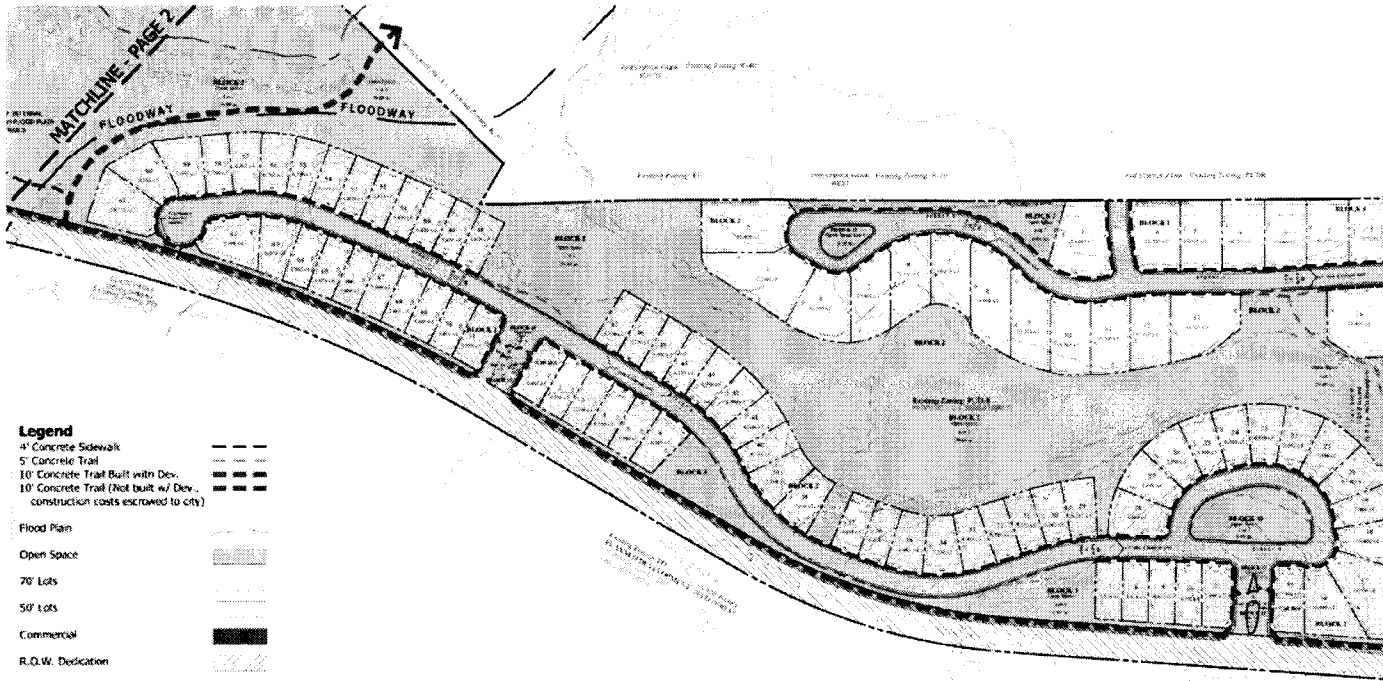
THENCE South 89°57'50" East with the south line of said Hoel tract, approximately 38.00 feet to the northwest corner of the tract described to Cheek-Sparger Properties, LLP., as recorded in Document No. 0206013089 of said Deed Records;

THENCE South 05°10'42" East, 58.85 feet to the beginning of a curve to the right;

THENCE southeasterly with said curve to the right, having a radius of 1058.63 feet, a central angle of 12°33'23", an arc length of 232.00 feet and a long chord of South 71°31'54" East at 231.54 feet;

THENCE South 65°18'09" East, 4.39 feet to said north City limit line of the City of Bedford and south City Limit line of the City of Colleyville;

THENCE North 89°52'47" West with said common City Limit line, 1065.70 feet to the place of beginning and containing 4.438 acres of land, more or less.



- Legend**
- 4" Concrete Sidewalk
 - 5" Concrete Trail
 - 10" Concrete Trail Built with Dev.
 - 10" Concrete Trail (Not built w/ Dev. - construction costs escrowed to city)
 - Flood Plan
 - Open Space
 - 70' Lots
 - 50' Lots
 - Commercial
 - R.O.W. Dedication

FOR LEGAL DESCRIPTION OF PROPERTY, SEE ATTACHED D FILE

Owner:
Harrington Family
7000 Cherry Bark Lane
North Richland Hills, TX 76182

Applicant:
Terri / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

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

Site Data Summary Chart

Single Family Residential Lots	228
Commercial Lots	1
Common Areas	17
COMMERCIAL	
Commercial Sites	1.90 ac.
RESIDENTIAL	
Residential Lots	41.50 ac.
Open Space	30.51 ac.
R.O.W.	13.19 ac.
R.O.W. Dedication (on Heritage)	7.24 ac.
Total Residential	94.44 ac.
GROSS AREA	96.36 AC

Residential Lot Summary

Residential Lots	228
Minimum Building Lot Area	5,000 s.f.
Average Building Lot Area	8,311 s.f.
Common Areas	17

L.U.D. / Zoning

Existing Zoning:	PUD-R
Proposed Zoning:	PUD-R

Notes:

- Planning Area A - Front Setbacks are 20', or 15' with a swing garage
- Planning Area A - Rear Setbacks are 30' Typical
- Planning Area A - Side Setbacks are 5'
- Planning Area B - Front Setbacks are 20', or 15' with a swing garage
- Planning Area B - Rear Setbacks are 10' Typical
- Planning Area B - Side Setbacks can be a center-load 5' sidewalk, 9'12' or 10'10'. (10' total, minimum between structures)
- There will be no outside storage onsite
- Open space lots & landscape easements will be maintained by the Homeowners Association (HOA).

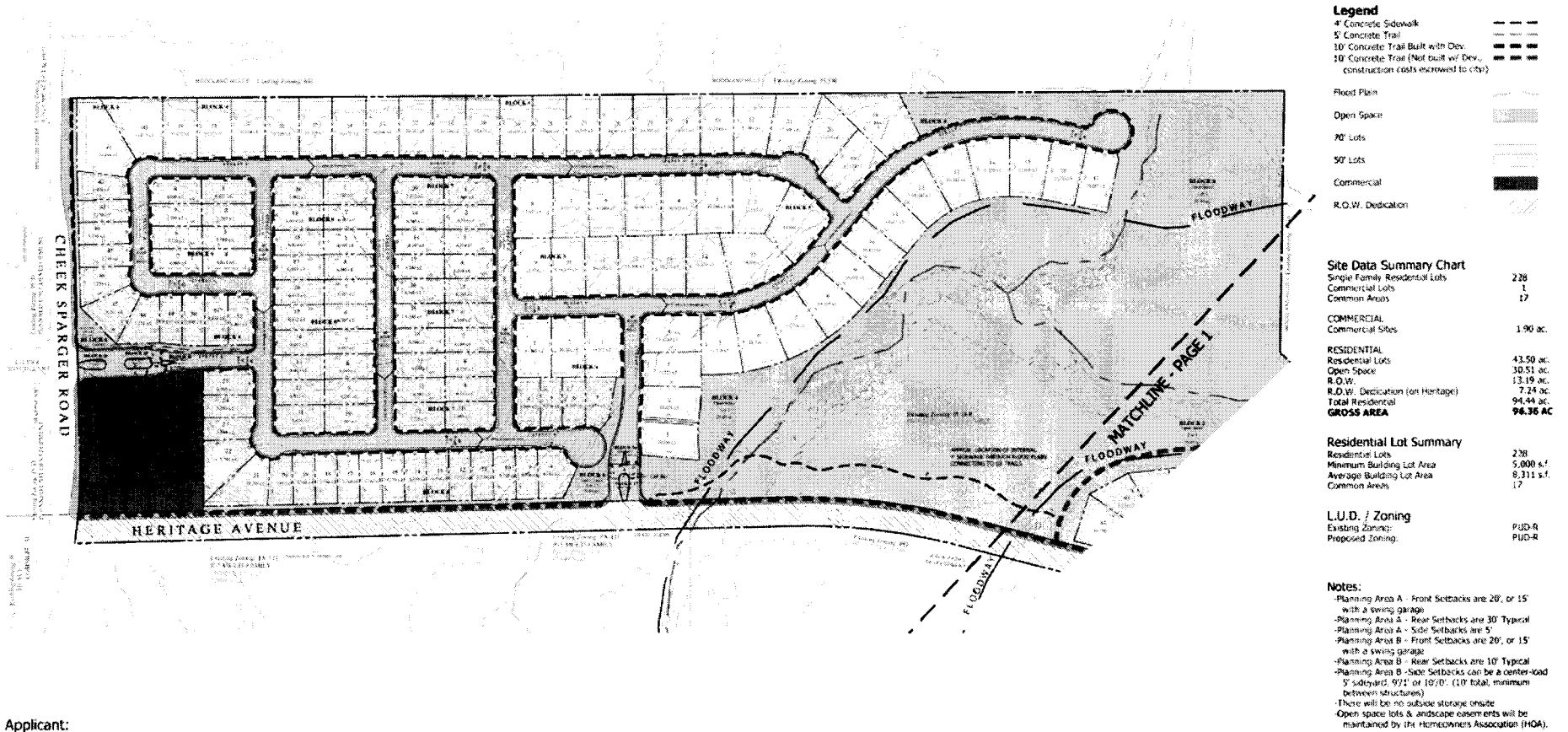
Zoning Exhibit for
Zoning Change Request
For PUD-R Amendment
Case # ZC13-017

Zoning Case #ZC13-017



Phase 2 Development Plan

Creekside at Colleyville



Applicant:
Terra / Manna, L.L.C.
395 W. Skote Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Span

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

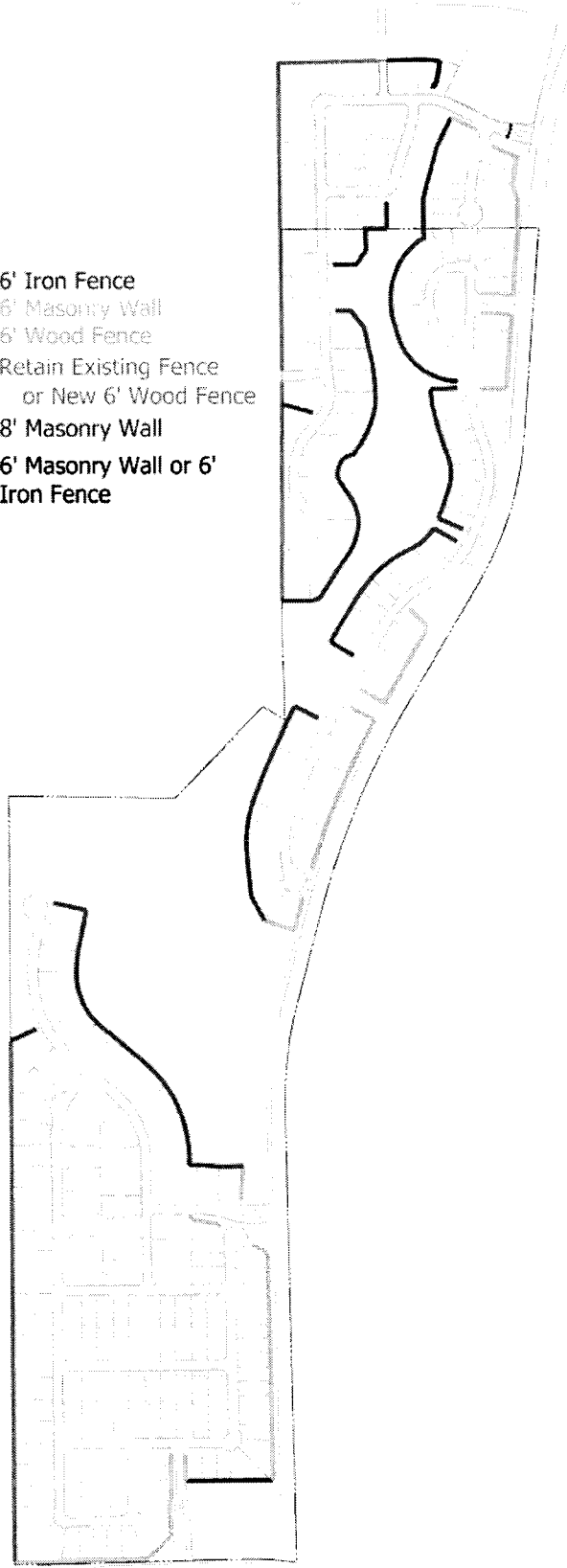


Phase 2 Development Plan

Creekside at Colleyville

Exhibit 'D'

6' Iron Fence
6' Masonry Wall
6' Wood Fence
Retain Existing Fence
or New 6' Wood Fence
8' Masonry Wall
6' Masonry Wall or 6'
Iron Fence



Owner:
Harrington Family
7000 Cherry Bark Lane
North Richland Hills, TX 76182

Applicant:
Terra / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL: 817-424-2526

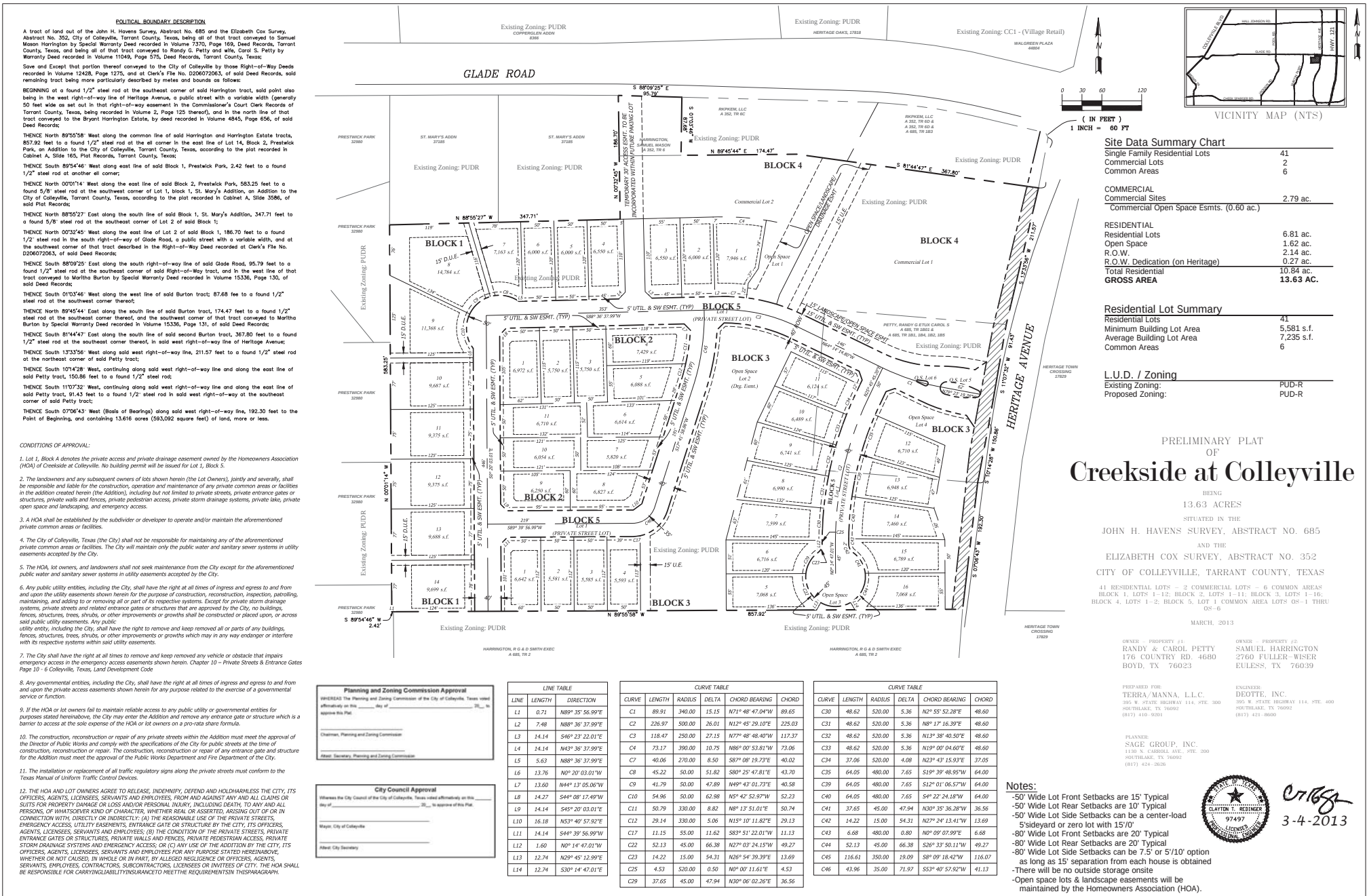


18 DEC 13



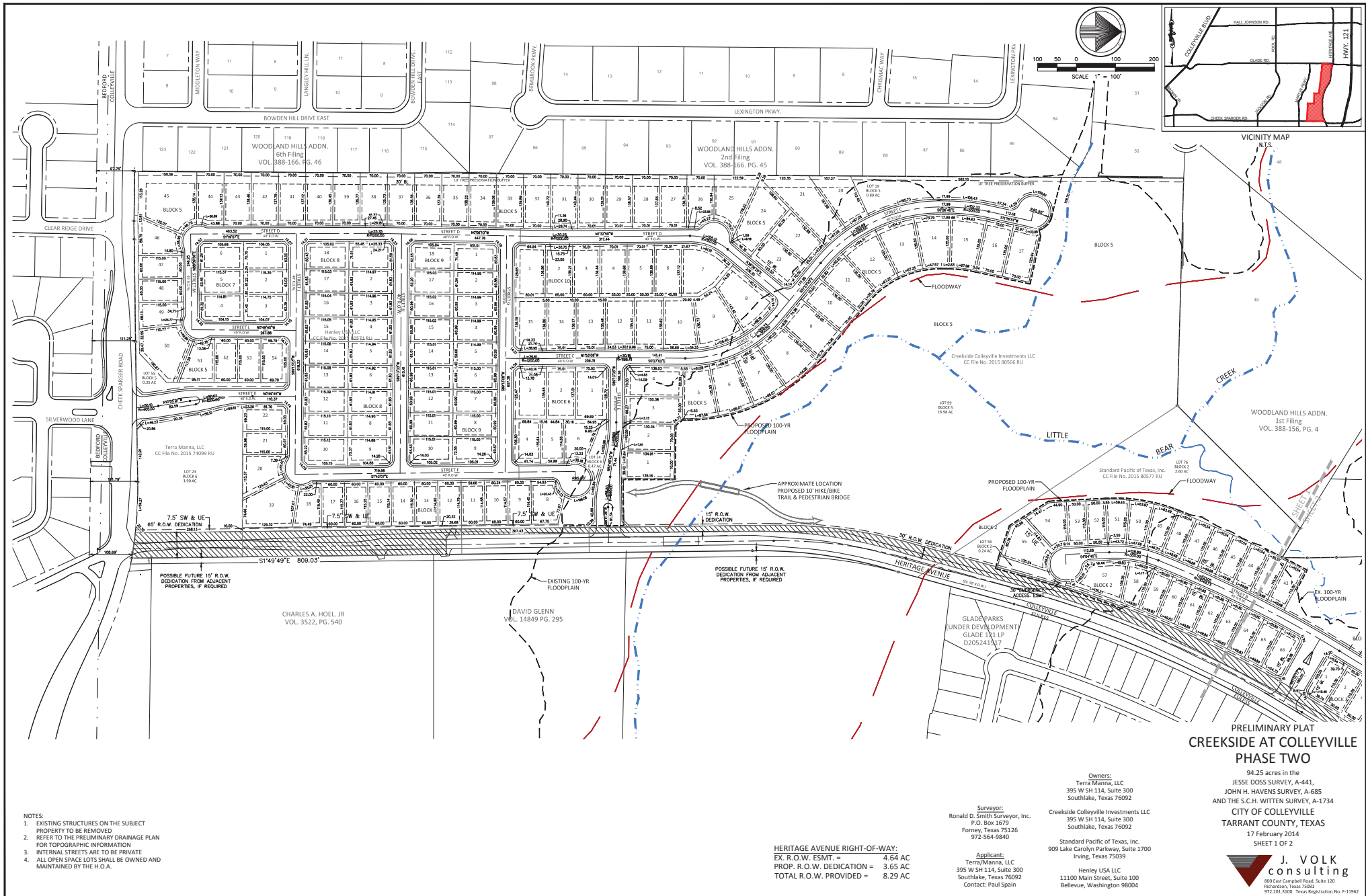
Wall/Fence Diagram

Original Phase One Preliminary Plat



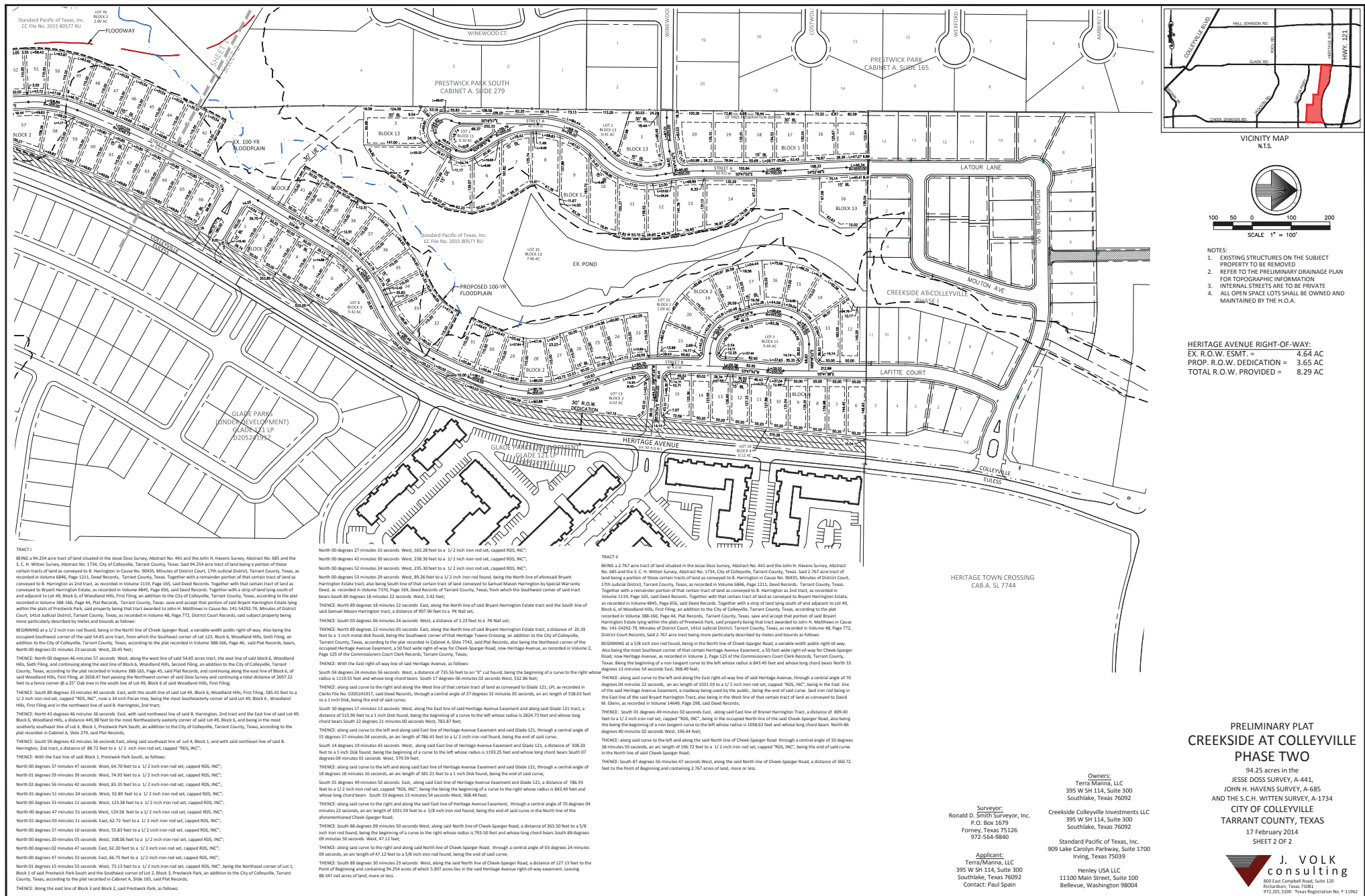
Original Phase Two Preliminary Plat

Plat Exhibit-Sheet 1



Original Phase Two Preliminary Plat

Plat Exhibit-Sheet 2



RESOLUTION R-13-3620

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR
CREEKSIDE AT COLLEYVILLE**

WHEREAS, the Planning and Zoning Commission approved the preliminary plat for Creekside at Colleyville on March 25, 2013.

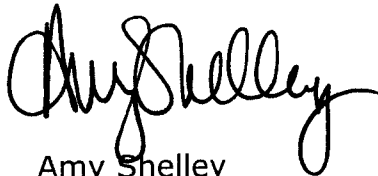
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

Sec. 1. THAT the preliminary plat, attached as Exhibit "A", for Creekside at Colleyville is hereby approved.

AND IT IS SO RESOLVED.

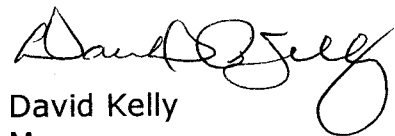
PASSED BY A VOTE OF 6 AYES, 1 NAYS, AND 0
ABSTENTIONS ON THIS THE 16TH DAY OF APRIL 2013.

ATTEST:



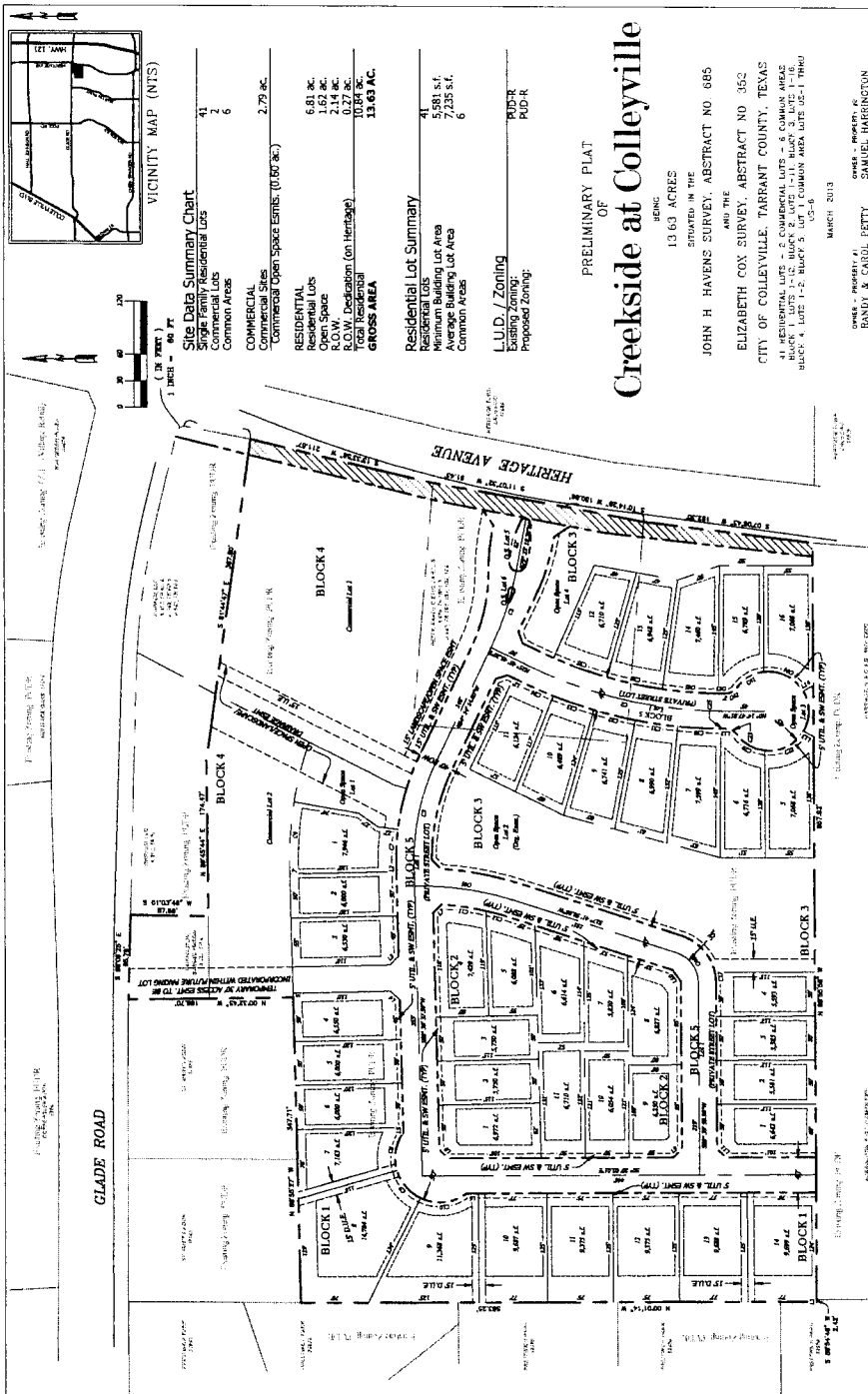
Amy Shelley
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

Exhibit "A"

[illegible][illegible]

LINE TABLE		CLAY TABLE			
LINE	DIRECTION	LENGTH	ANGLE	DEPTH	CHORD BEARING
C1	N 69° 25' 56" E	7.21	300.0	15.1	N 71° 07' 42" E 29.85
C2	N 69° 25' 56" E	6.78	300.0	15.1	N 71° 07' 42" E 29.85
C3	S 44° 27' 22" E	14.14	144.4	14.14	N 67° 08' 53" E 11.27
C4	S 44° 27' 22" E	14.14	144.4	14.14	N 67° 08' 53" E 11.27
C5	N 69° 25' 56" E	11.6	300.0	10.5	N 67° 08' 53" E 11.27
C6	N 69° 25' 56" E	6.48	300.0	5.82	N 67° 08' 53" E 11.27
C7	N 69° 25' 56" E	6.23	300.0	5.62	N 67° 08' 53" E 11.27
C8	N 69° 25' 56" E	4.78	300.0	4.29	N 67° 08' 53" E 11.27
C9	N 69° 25' 56" E	4.78	300.0	4.29	N 67° 08' 53" E 11.27
C10	S 44° 27' 22" E	12.07	144.4	11.8	N 67° 08' 53" E 11.27
C11	S 44° 27' 22" E	12.07	144.4	11.8	N 67° 08' 53" E 11.27
C12	N 69° 25' 56" E	20.1	300.0	18.6	N 67° 08' 53" E 11.27
C13	N 69° 25' 56" E	20.1	300.0	18.6	N 67° 08' 53" E 11.27
C14	N 69° 25' 56" E	14.14	144.4	13.6	N 67° 08' 53" E 11.27
C15	N 69° 25' 56" E	14.14	144.4	13.6	N 67° 08' 53" E 11.27
C16	N 69° 25' 56" E	14.14	144.4	13.6	N 67° 08' 53" E 11.27
C17	N 69° 25' 56" E	14.14	144.4	13.6	N 67° 08' 53" E 11.27
C18	N 69° 25' 56" E	14.14	144.4	13.6	N 67° 08' 53" E 11.27
C19	N 69° 25' 56" E	14.14	144.4	13.6	N 67° 08' 53" E 11.27
C20	N 69° 25' 56" E	14.14	144.4	13.6	N 67° 08' 53" E 11.27

[illegible]

1. A tract of land, all of the lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830,

RESOLUTION R-14-3732

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR
CREEKSIDE AT COLLEYVILLE ADDITION, PHASE TWO**

WHEREAS, the Planning and Zoning Commission recommended approval of the preliminary plat for Creekside at Colleyville Addition, Phase Two on February 24, 2014.

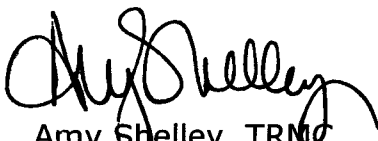
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the preliminary plat for Creekside at Colleyville Addition, Phase Two, attached as Exhibit "A", is hereby approved subject to the following conditions:
- a. A waiver to the 80 foot right-of-way dedication requirement for Heritage Avenue as recommended by the Master Thoroughfare Plan is hereby approved only for the portion of Heritage Avenue showing a reduced right-of-way on Exhibit "A".
 - b. In lieu of said 80 foot right-of-way dedication requirement, a minimum of 65 feet of right-of-way shall be dedicated for Heritage Avenue as shown on Exhibit "A".

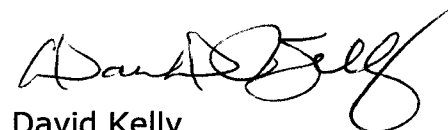
AND IT IS SO RESOLVED.

PASSED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 18TH DAY OF MARCH 2014.

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

[illegible]

[illegible]



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4d

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Regular Agenda Items

Department Community Development

Title

Approval of a final plat for Phase Two of the Creekside at Colleyville Addition, located at 2800 Heritage Avenue, Case PC14-007

Explanation

Reading and Public Hearing

Marissa Smith, on behalf of Terra Manna, LLC, has submitted a request to approve the Phase Two plat for the Creekside at Colleyville addition, which includes 49 single family residential lots and five open space lots on 22.8 acres. The Phase One plat was approved by the City Council on November 19, 2013 and is currently under construction. Phase Two will connect Lafite Lane and Latour Lane to the same streets in Phase One and will provide for an entrance off of Heritage Avenue.

City Council Approval. On January 21, 2014 the City Council approved amendments to Chapter 8-Plat Review Procedures in the Land Development Code such that most plats required final approval only from the Planning and Zoning Commission. The remaining plats that require final City Council approval are preliminary plats and final plats that involve more than one phase.

Detailed Site Plan. A detailed site plan was approved for Phase Two by Ordinance O-13-1899 (attached). The Phase Two detailed site plan included 268 lots over the remainder of the development, apart from Phase One. However, the developer has since proposed dividing the development into six phases as detailed on the previous agenda item. The proposed additional phases are consistent with the requirements of Ordinance O-13-1899 provided the street and lot layout are arranged per the detailed site plan. Therefore, the Phase Two plat complies with the approved site plan attached to Ordinance O-13-1899.

Zoning and Land Use. A re-zoning request for PUD-R-Planned Unit Development Residential zoning district was originally approved by Ordinance O-07-1645 (attached).

Ordinance O-07-1645 was then amended by Ordinance O-13-1866 on March 5, 2013. Ordinance O-13-1866 (attached) provides a detailed development plan for Phase One and includes other minor amendments.

Ordinance O-07-1645 and O-13-1866 was then amended by Ordinance O-13-1899 on December 17, 2013. Ordinance O-13-1899 provides a detailed development plan for

Phase Two. Ordinance O-13-1899 also zoned the property at the northwest corner of Heritage Avenue and Cheek-Sparger Road, which was incorporated into the City by boundary adjustment Ordinance O-12-1828.

The zoning requirements stated in Ordinance O-07-1645 include single-family detached residential as the primary use with a maximum density of 2.4 dwelling units per acre. The minimum lot sizes are 5,500 and 9,000 square feet, dependent on lot widths. The minimum lot widths are 50 and 70 feet.

Ordinance O-07-1645 also include requirements for commercial use. All commercial properties shall only allow uses permitted in the following zoning districts that are either: (1) State of Texas sales tax generating businesses, or (2) professional offices: CN-Neighborhood Commercial zoning district, the CC1-Village Retail zoning district, and the CC2-Shopping Center zoning district.

Private Streets/Access. The development will have access from both Heritage Avenue and Cheek-Sparger Road. All streets serving the development will contain a minimum of 40 feet of right-of-way, measured from curb-back to curb-back, with five (5) foot easements on both sides. All streets within the subdivision will be private and maintained by the homeowners' association. This development will be developed as a gated community with private streets in accordance with Chapter 10-Private Streets and Gate Entrances.

Sidewalks and Trails. Four (4) foot sidewalks will be installed in front of each residential lot within dedicated easements. A ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan will be constructed by the developer along the west side of Heritage Avenue, prior to the acceptance of public improvements.

Drainage. The developer has submitted a preliminary drainage analysis of the site, which has been accepted by Public Works. According to the preliminary drainage analysis, the development will provide on-site detention.

Park Land Dedication Fees. Park land dedication fees are required, in the amount of \$1,802 per residential lot and \$800 per acre for commercial lots. Park land dedication fees are due at the time of final plat, and must be paid before the final plat is recorded with the County Clerk's office.

Perimeter Street Improvement Requirements. The developer may enter into a City/Developer Agreement with the City of Colleyville for any required public improvements, in conjunction with this development.

Perimeter street improvement fees are not due, since the developer will either be responsible for improving their half of Heritage Avenue where it is adjacent to the development, or will enter into a City/Developer agreement. These improvements must

comply with the current standards of the Land Development Code and the Master Thoroughfare Plan at the time of development of the adjacent property. As of the date of this briefing, the developer does not intend to perform any improvements to Heritage Avenue.

Other Impact Fees. Water, sewer, and roadway impact fees are due at the time a building permit is issued. Fees will depend upon land use according to Chapter 13-Impact Fees of the Land Development Code.

Screening Walls and Fences. Perimeter fencing along Heritage Avenue will only be required immediately adjacent to lots, and not be required where floodplain or open space is adjacent to Heritage Avenue. Perimeter fencing that currently exists along the west side of the proposed development will remain.

Ordinance O-13-1899 amended Ordinance O-07-1645, Section 4(7)b to read as follows: A six (6) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road, and Cheek-Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. Except as noted above, all fences shall be constructed per Exhibit D of Ordinance O-13-1899.

Landscaping and Tree Preservation. Trees not located within the right-of-way or within the pad site must be preserved during construction. Before construction begins on the site, protective fencing must be installed around the drip line of all preserved trees located outside the right-of-way.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this plat at the June 23, 2014 meeting by a vote of 7-0.

Summary. The proposed development satisfies the requirements of PUD-R Planned Unit Development-Residential Ordinances O-07-1645, O-13-1866, and O-13-1899 and the Land Development Code. Per the requirements of the Land Development Code, this plat requires final approval by the City Council given that it is part of a multi-phased development.

Financial Impact

There is no financial impact to the City.

Recommendation

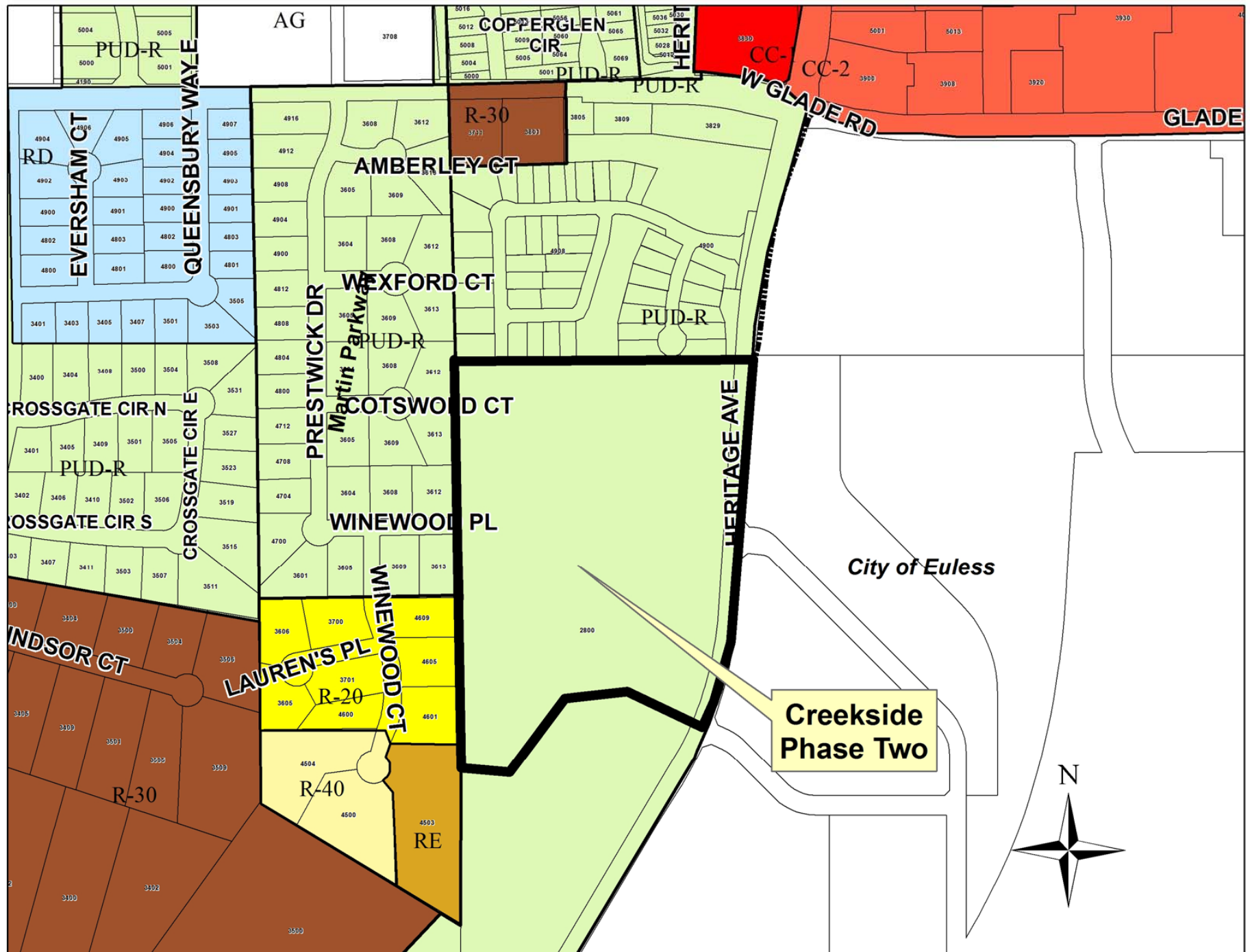
Approve

Attachments

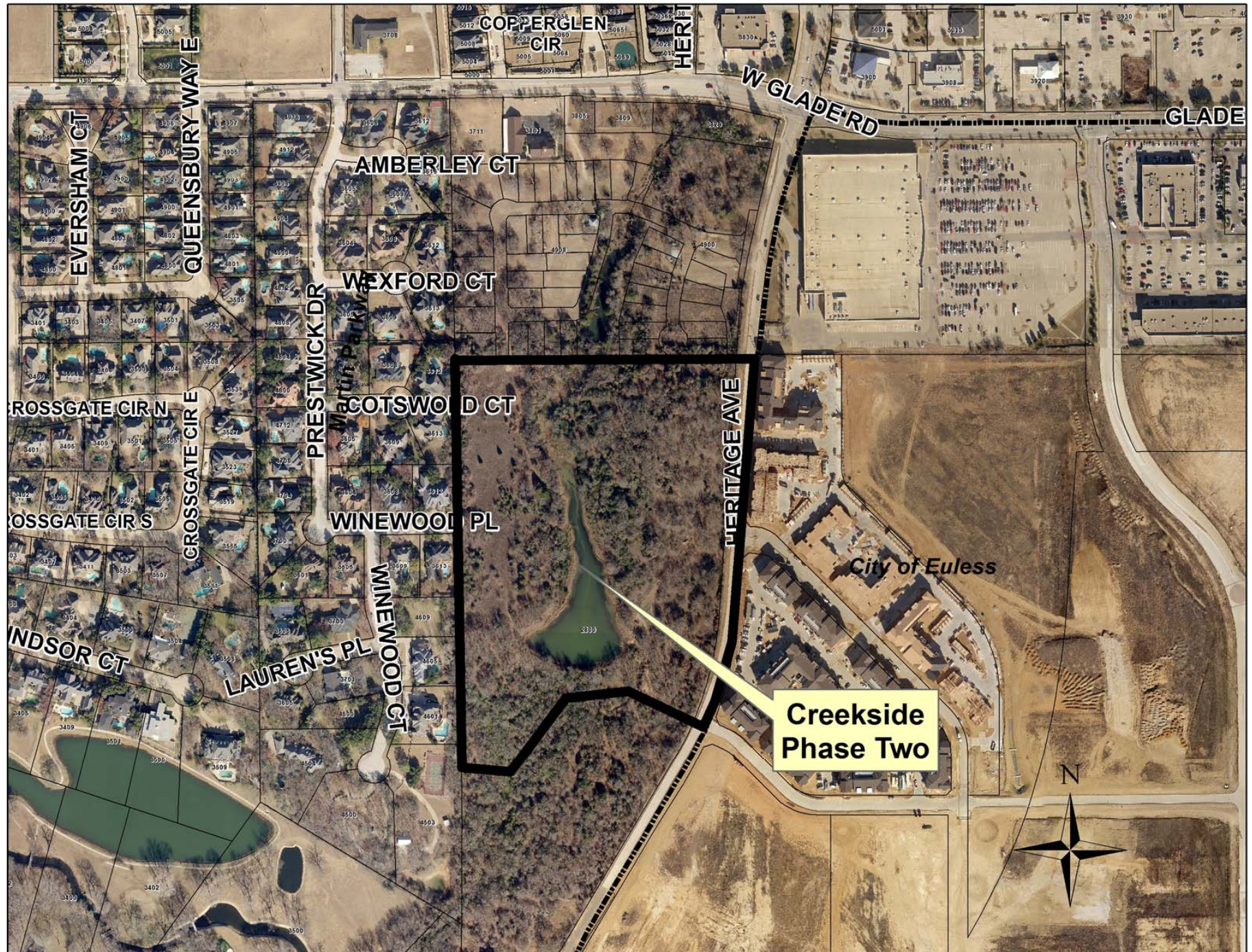
1. Location and Zoning Map
2. Aerial

3. Phase Two Final Plat Exhibit
4. Final Plat Phase One
5. Ordinance O-07-1645
6. Ordinance O-13-1866
7. Ordinance O-13-1899

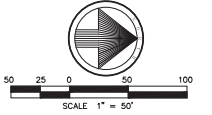
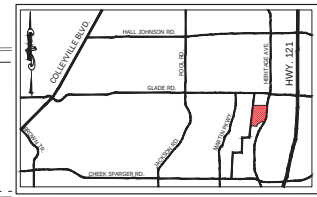
Location and Zoning Map



Aerial



Phase Two Final Plat Exhibit



HERITAGE AVENUE RIGHT-OF-WAY:
EX R.O.W. ESMT. = 4.56 AC
PROP. R.O.W. DEDICATION = 3.65 AC
TOTAL R.O.W. PROVIDED = 8.29 AC

LEGEND

- POINT OF CURVATURE OR TANGENCY ON CENTER LINE
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- D.U.E. DRAINAGE/UTILITY EASEMENT
- P.D.U.E. PEDESTRIAN, DRAINAGE & UTIL. ESMT.
- B.L. BUILDING LINE
- C1 CURVE NO.
- L1 LINE NO.
- HSC IRON ROD SET CAPPED

- NOTES:
- INTERNAL STREETS ARE TO BE PRIVATE. LOT 31, BLOCK 3 AND LOT 21, BLOCK 1 SHALL BE ROADWAY, DRAINAGE AND UTILITY EASEMENTS.
 - LOT 1, BLOCK 11; LOT 1, BLOCK 12; LOT 8, BLOCK 14 AND LOT 15, BLOCK 13, SHALL BE OPEN SPACE/COMMON AREA LOTS OWNED AND MAINTAINED BY THE H.O.A.
 - ALL 1/2" IRON RODS CAPPED ARE STAMPED "RDS, INC." UNLESS OTHERWISE NOTED

FINAL PLAT CREEKSIDE AT COLLEYVILLE PHASE TWO

22.766 acres in the
JOHN H. HAVENS SURVEY, A-685
AND THE S.C.H. WITTEN SURVEY, A-1734
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS
17 June 2014
SHEET 1 OF 2



800 East Campbell Road, Suite 120
Richardson, Texas 75081
972.201.3100 Texas Registration No. F-11962

City Council Approval

WHEREAS The City Council of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 20____ to approve this Plat.

Mayor, City of Colleyville

Attest: City Secretary

Surveyor:
Ronald D. Smith Surveyor, Inc.
P.O. Box 1679
Forney, Texas 75126
972.564-3840

Owner/Applicant:
Standard Pacific of Texas, Inc.
909 Lake Carolyn Parkway, Suite 1700
Irving, Texas 75039

Line #	Length	Direction
L1	48.68	S0° 46' 54"E
L2	22.88	S10° 46' 35"E
L3	31.62	S44° 38' 13"W
L4	49.64	N29° 16' 50"E
L5	18.52	N89° 12' 57"E
L6	40.41	S89° 18' 28"W
L7	32.81	N89° 00' 05"W
L8	46.15	N16° 04' 28"W
L9	3.23	S3° 06' 24"W
L10	20.39	N89° 22' 03"E
L11	19.58	N0° 33' 11"W
L12	55.83	N0° 37' 10"W
L13	62.20	N0° 02' 47"E
L14	65.96	N34° 38' 51"W
L15	1.31	N29° 16' 50"E
L16	66.37	S0° 19' 57"E
L17	7.49	N0° 19' 57"W

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	56.98	1000.00	02°15'54"	56.98	S02° 24' 31"E
C2	55.80	700.00	04°14'03"	55.79	S03° 04' 00"E
C3	95.92	550.00	09°59'32"	95.80	S05° 46' 49"E
C4	119.78	200.00	03°41'54"	118.78	N17° 29' 24"W
C5	41.28	37.00	06°35'42"	39.17	N02° 41' 00"W
C6	94.92	30.00	18°17'00"	86.00	S08° 04' 30"E
C7	21.30	39.50	03°05'48"	21.04	S19° 58' 57"W
C8	87.01	500.00	09°09'15"	86.80	N44° 13' 50"E
C9	44.57	500.00	09°06'58"	44.56	N88° 08' 18"E
C10	45.35	750.00	03°27'51"	45.34	S00° 57' 29"E
C11	26.39	500.00	03°01'25"	26.38	S02° 17' 09"W
C12	39.20	500.00	04°29'30"	39.19	N01° 33' 07"E
C13	85.62	145.00	03°49'58"	84.38	S00° 59' 34"W
C14	66.25	280.00	01°32'37"	66.10	N17° 19' 39"E
C15	14.11	230.00	00°30'55"	14.11	N25° 51' 50"E
C16	34.78	230.00	00°39'51"	34.78	N54° 53' 15"E
C17	8.90	3.50	145°41'06"	6.69	S72° 30' 36"W
C18	25.66	23.00	06°35'42"	24.35	N02° 41' 00"W
C19	61.68	23.00	150°23'12"	45.44	S79° 31' 33"E

BENCHMARKS

- 2" BRASS DISC IN TOP OF CURB AT SOUTH END OF MEDIAN IN CENTERLINE OF MARTIN STREET LOCATED 23' EAST OF WEST BACK OF CURB. ALSO LOCATED 52' NORTH OF ST. ALBANS FROM THE CENTERLINE.
- 2" BRASS DISC SET IN THE SOUTHWEST CORNER OF A CONCRETE PAD IN THE SOUTHWEST QUADRANT OF GLADE ROAD AND HERITAGE ROAD. LOCATED 9' SOUTHWEST OF A TRAFFIC LIGHT POLE, 65' WEST OF THE CENTERLINE OF HERITAGE ROAD AND 42.5' SOUTH OF GLADE ROAD.
- 2" BRASS DISC ON EAST BACK OF CURB OF WINEWOOD COURT. LOCATED 6' SOUTH OF THE POINT OF CURVATURE IN THE CUL-DE-SAC. 46.4' NORTHEAST OF THE RADIUS POINT.

NORTHING = 7006375.864. EASTING = 2394116.655. ELEV. = 587.18'

NORTHING = 7006498.192. EASTING = 2396465.156. ELEV. = 584.76'

NORTHING = 7004542.182. EASTING = 2395257.402. ELEV. = 576.69'

GLADE PARKS DEVELOPMENT
GLADE 121 BL
0305241917

Curve Table
Curve # Length Radius Delta Chord Length Chord Bearing
C1 56.98 1000.00 02°15'54" 56.98 S02° 24' 31"E
C2 55.80 700.00 04°14'03" 55.79 S03° 04' 00"E
C3 95.92 550.00 09°59'32" 95.80 S05° 46' 49"E
C4 119.78 200.00 03°41'54" 118.78 N17° 29' 24"W
C5 41.28 37.00 06°35'42" 39.17 N02° 41' 00"W
C6 94.92 30.00 18°17'00" 86.00 S08° 04' 30"E
C7 21.30 39.50 03°05'48" 21.04 S19° 58' 57"W
C8 87.01 500.00 09°09'15" 86.80 N44° 13' 50"E
C9 44.57 500.00 09°06'58" 44.56 N88° 08' 18"E
C10 45.35 750.00 03°27'51" 45.34 S00° 57' 29"E
C11 26.39 500.00 03°01'25" 26.38 S02° 17' 09"W
C12 39.20 500.00 04°29'30" 39.19 N01° 33' 07"E
C13 85.62 145.00 03°49'58" 84.38 S00° 59' 34"W
C14 66.25 280.00 01°32'37" 66.10 N17° 19' 39"E
C15 14.11 230.00 00°30'55" 14.11 N25° 51' 50"E
C16 34.78 230.00 00°39'51" 34.78 N54° 53' 15"E
C17 8.90 3.50 145°41'06" 6.69 S72° 30' 36"W
C18 25.66 23.00 06°35'42" 24.35 N02° 41' 00"W
C19 61.68 23.00 150°23'12" 45.44 S79° 31' 33"E

Curve Table
Curve # Length Radius Delta Chord Length Chord Bearing
C1 56.98 1000.00 02°15'54" 56.98 S02° 24' 31"E
C2 55.80 700.00 04°14'03" 55.79 S03° 04' 00"E
C3 95.92 550.00 09°59'32" 95.80 S05° 46' 49"E
C4 119.78 200.00 03°41'54" 118.78 N17° 29' 24"W
C5 41.28 37.00 06°35'42" 39.17 N02° 41' 00"W
C6 94.92 30.00 18°17'00" 86.00 S08° 04' 30"E
C7 21.30 39.50 03°05'48" 21.04 S19° 58' 57"W
C8 87.01 500.00 09°09'15" 86.80 N44° 13' 50"E
C9 44.57 500.00 09°06'58" 44.56 N88° 08' 18"E
C10 45.35 750.00 03°27'51" 45.34 S00° 57' 29"E
C11 26.39 500.00 03°01'25" 26.38 S02° 17' 09"W
C12 39.20 500.00 04°29'30" 39.19 N01° 33' 07"E
C13 85.62 145.00 03°49'58" 84.38 S00° 59' 34"W
C14 66.25 280.00 01°32'37" 66.10 N17° 19' 39"E
C15 14.11 230.00 00°30'55" 14.11 N25° 51' 50"E
C16 34.78 230.00 00°39'51" 34.78 N54° 53' 15"E
C17 8.90 3.50 145°41'06" 6.69 S72° 30' 36"W
C18 25.66 23.00 06°35'42" 24.35 N02° 41' 00"W
C19 61.68 23.00 150°23'12" 45.44 S79° 31' 33"E

Phase Two Final Plat Exhibit

DEDICATION CERTIFICATE

Whereas Standard Pacific of Texas, Inc. is the owner of a 22.766 acre tract of land situated in the JOHN H. HAVENS SURVEY, ABSTRACT NO. 685, the S. C. H. WITTEN SURVEY, ABSTRACT NO. 1734, and the JESSE DOSS SURVEY, ABSTRACT NO. 441, City of Colleyville, Tarrant County, Texas, said 22.766 acre tract of land being a portion of those certain tracts of land as conveyed to B. Harrington in Cause No. 90435, Minutes of District Court, 17th Judicial District, Tarrant County, Texas, as recorded in Volume 6846, Page 1211, Deed Records, Tarrant County, Texas, Together with a remainder portion of that certain tract of land as conveyed to B. Harrington as 2nd tract, as recorded in Volume 1119, Page 165, said Deed Records, Together with that certain tract of land as conveyed to Bryant Harrington Estate, as recorded in Volume 4845, Page 656, said Deed Records, Together with a strip of land lying south of and adjacent to Lot 49, Block 6, of Woodland Hills, First Filing, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-166, Page 44, Plat Records, Tarrant County, Texas, Save and accept that portion of said Bryant Harrington Estate lying within the plats of Prestwick Park, said property being that tract awarded to John H. Matthews in Cause No. 141-54292-79, Minutes of District Court, 141st Judicial District, Tarrant County, Texas, as recorded in Volume 48, Page 772, District Court Records; said subject property being more particularly described by metes and bounds as follows:

BEGINNING at a 1 Inch Disk Monument Found, being in the East line of the said Harrington Estate Tract, and being located on the City Limit lines of the City of Colleyville and the City of Euless, also being the most Southwest corner of the Heritage Towne Crossing tract, as recorded in Cabinet A, Slide 7743, said Plat Records Tarrant County, Texas, said point also being in the West Line of that certain 50 foot wide Right-of-Way Easement for Cheek-Sparger Road, Now Heritage Avenue, as recorded in Volume 2, Page 125, Commissioners Court Records, Tarrant County, Texas;

THENCE South 04 degrees 24 minutes 56 seconds West, along the Common City Limit line of the City of Colleyville and the City of Euless, and the West line of the Glade Parks II tract, Existing Apartments, No Recording Data Found, a distance of 735.56 feet to an "X" Found, being in the East Right-of-Way line of Heritage Avenue, being the beginning of a curve to the left, whose radius is 1119.55 feet, and whose long chord bears South 13 degrees 22 minutes 26 seconds West, 390.38 feet;

THENCE along said curve to the left, through a central angle of 20 degrees 04 minutes 53 seconds, an arc length of 392.39 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE North 66 degrees 35 minutes 07 seconds West, 245.00 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE South 75 degrees 28 minutes 15 seconds West, 170.74 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE South 40 degrees 52 minutes 07 seconds West, 326.22 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE South 89 degrees 26 minutes 55 seconds West, 65.75 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE South 89 degrees 26 minutes 55 seconds West, 100 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE: With the East line of said Block 1, Prestwick Park South, as follows:

North 00 degrees 33 minutes 11 seconds West, 15.58 feet to a 1/2 inch iron rod set, capped "RDS, INC";

North 00 degrees 47 minutes 51 seconds West, 124.58 feet to a 1/2 inch iron rod set, capped "RDS, INC";

North 00 degrees 03 minutes 11 seconds East, 62.72 feet to a 1/2 inch iron rod set, capped "RDS, INC";

North 00 degrees 37 minutes 10 seconds West, 55.83 feet to a 1/2 inch iron rod set, capped "RDS, INC";

North 00 degrees 20 minutes 03 seconds West, 108.06 feet to a 1/2 inch iron rod set, capped "RDS, INC";

North 00 degrees 02 minutes 47 seconds East, 62.20 feet to a 1/2 inch iron rod set, capped "RDS, INC";

North 00 degrees 47 minutes 33 seconds East, 66.75 feet to a 1/2 inch iron rod set, capped "RDS, INC";

North 01 degrees 15 minutes 53 seconds West, 73.13 feet to a 1/2 inch iron rod set, capped "RDS, INC", being the Northeast corner of Lot 1, Block 1 of said Pre-South Park South and the Southeast corner of Lot 2, Block 3, Prestwick Park, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 165, said Plat Records;

THENCE: Along the east line of Block 1 and Block 2, said Prestwick Park, as follows:

North 00 degrees 27 minutes 33 seconds West, 163.28 feet to a 1/2 inch iron rod set, capped RDS, INC";

North 00 degrees 42 minutes 30 seconds West, 238.36 feet to a 1/2 inch iron rod set, capped RDS, INC";

North 00 degrees 52 minutes 24 seconds West, 235.30 feet to a 1/2 inch iron rod set, capped RDS, INC";

North 00 degrees 53 minutes 29 seconds West, 89.26 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE North 89 degrees 18 minutes 22 seconds East, along the Samuel Harrington tract a distance of 907.96 feet to a 1/2 inch iron rod set, capped "RDS, INC", being in the centerline of the aforementioned 50 foot Right-of-Way Easement;

THENCE South 03 degrees 06 minutes 24 seconds West a distance of 3.23 feet to a 1/2 inch iron rod set, capped "RDS, INC";

THENCE: North 89 degrees 22 minutes 03 seconds East a distance of 20.39 feet to the POINT OF BEGINNING, and containing 22.766 Acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT:

That We, Standard Pacific of Texas, Inc., acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described real property as Creekside at Colleyville Phase Two, an addition to the City of Colleyville, Tarrant County, Texas, and does hereby dedicate fee simple to the public use forever all streets and rights-of-way 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 any 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 MY HAND at Colleyville, Tarrant County, Texas, this ____ day of _____, 2014.

Standard Pacific of Texas, Inc.

By _____
NAME:
TITLE:

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

GIVEN under my hand and seal of office on this the ____ day of _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____.

SURVEYORS CERTIFICATION

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That I, Ronald D. Smith, 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.

RONALD D. SMITH, R.P.L.S.
Registered Professional Land Surveyor No. 4944

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Ronald D. Smith, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated. GIVEN under my hand and seal of office on this the ____ day of _____, 2014.

1. Lots 4-5 of Block 13 and Lots 17-18 of Block 3 denotes the private access and private drainage easement owned by the Homeowners Association (HOA) of Creekside at Colleyville Phase Two. No building permit will be issued for Lot 1, Block 11; Lot 1, Block 12; Lot 6, Block 14 and Lot 15 Block 13.
2. The landowners and any subsequent owners of lots shown herein (the Lot Owners), jointly and severally, shall be responsible and liable for the construction, operation and maintenance of any private common areas or facilities in the addition created herein (the Addition), including but not limited to private streets, private entrance gates or structures, private walls and fences, private pedestrian access, private storm drainage systems, private lake, private open space and landscaping, and emergency access.
3. A HOA shall be established by the subdivider or developer to operate and/or maintain the aforementioned private common areas or facilities.
4. The City of Colleyville, Texas (the City) shall not be responsible for maintaining any of the aforementioned private common areas or facilities. The City will maintain only the public water and sanitary sewer systems in utility easements accepted by the City.
5. The HOA, lot owners, and landowners shall not seek maintenance from the City except for the aforementioned public water and sanitary sewer systems in utility easements accepted by the City.
6. Any public utility entities, including the City, shall have the right at all times of ingress and egress to and from and upon the utility easements shown herein for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective systems. Except for private storm drainage systems, private streets and related entrance gates or structures that are approved by the City, no buildings, fences, structures, trees, shrubs, or other improvements or growths shall be constructed or placed upon, or across said public utility easements. Any public utility entity, including the City, shall have the right to remove and keep removed all or parts of any buildings, fences, structures, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with its respective systems within said utility easements.
7. The City shall have the right at all times to remove and keep removed any vehicle or obstacle that impairs emergency access in the emergency access easements shown herein.
8. Any governmental entities, including the City, shall have the right at all times of ingress and egress to and from and upon the private access easements shown herein for any purpose related to the exercise of a governmental service or function.
9. If the HOA or lot owners fail to maintain reliable access to any public utility or governmental entities for purposes stated hereinabove, the City may enter the Addition and remove any entrance gate or structure which is a barrier to access at the sole expense of the HOA or lot owners on a pro-rata share formula.
10. The construction, reconstruction or repair of any private streets within the Addition must meet the approval of the Director of Public Works and comply with the specifications of the City for public streets at the time of construction, reconstruction or repair. The construction, reconstruction or repair of any entrance gate or structure for the Addition must meet the approval of the Engineering Department and Fire Department of the City.
11. The installation or replacement of all traffic regulatory signs along the private streets must conform to the Texas Manual of Uniform Traffic Control Devices.
12. The HOA and lot owners agree to release, indemnify, defend and hold harmless the city, its officers, agents, licensees, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, arising out of or in connection with, directly or indirectly: (a) the reasonable use of the private streets, emergency access, utility easements, entrance gate or structure by the city, its officers, agents, licensees, servants and employees; (b) the condition of the private streets, private entrance gates or structures, private walls and fences, private pedestrian access, private storm drainage systems and emergency access; or (c) any use of the addition by the city, its officers, agents, licensees, servants and employees for any purpose stated hereinabove, whether or not caused, in whole or in part, by alleged negligence or officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of city. the hoaa shall be responsible for carrying liability insurance to meet the requirements in this paragraph.

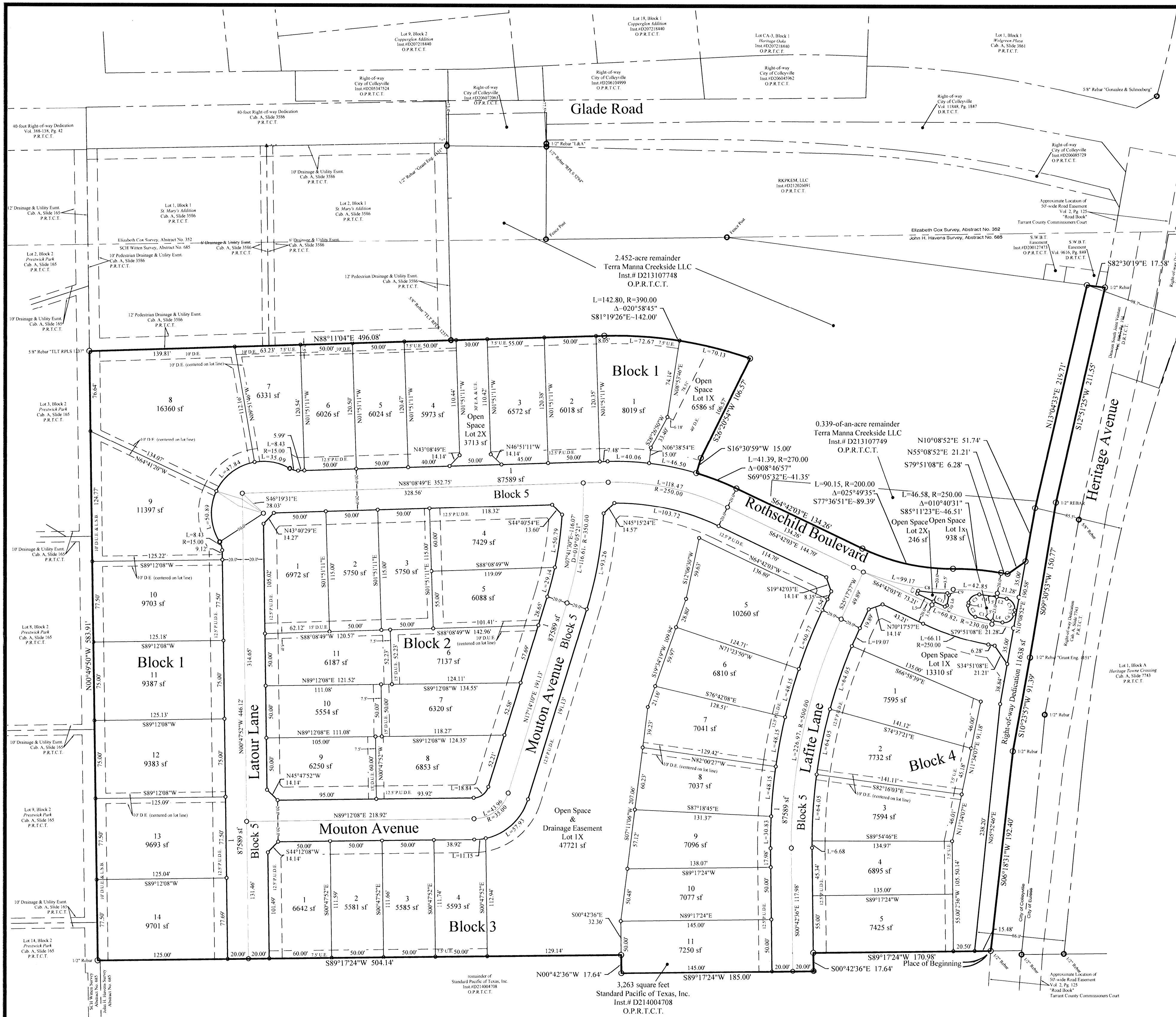
FINAL PLAT CREEKSIDE AT COLLEYVILLE PHASE TWO

22.766 acres in the
JOHN H. HAVENS SURVEY, A-685
AND THE S.C.H. WITTEN SURVEY, A-1734
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS
17 June 2014
SHEET 2 OF 2



880 East Campbell Road, Suite 120
Richardson, Texas 75081
972.201.3100 Texas Registration No. F-11962

Final Plat - Phase One



WHEREAS, *Terra Manna Creekside LLC & Standard Pacific of Texas, Inc.*, are the owners of that certain tract situated in the John H. Havens Survey, Abstract No. 685, City of Colleyville, Tarrant County, Texas, according to the deeds recorded under Instrument Numbers D213107748, D213107749, & D214004708 of the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.); the subject tract, being a portion of each of the above referenced deeds, is more particularly described by as follows:

Beginning at a 1/2 inch rebar found at the southeast corner of the tract described in the deed to Samuel Mason Harrington recorded in Volume 7370, Page 169 of the Deed Records of Tarrant County, Texas;

THENCE South 89 Degrees 17 Minutes 24 Seconds West, with the south line of the said Samuel Mason Harrington tract, called to be a common line with the tract described in the deed to the Bryan Harrington Estate in Volume 4845, Page 656 of the of the said Deed Records, a distance of 170.98 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set (hereinafter referred to as "CRS");

THENCE through the interior of the said Standard Pacific of Texas, Inc. tract recorded under Instrument No. D214004708 of the O.P.R.T.C.T., the following calls:

1. South 00 Degrees 42 Minutes 36 Seconds East, a distance of 17.64 feet to a CRS;
2. South 89 Degrees 17 Minutes 24 Seconds West, a distance of 185.00 feet to a CRS;
3. North 00 Degrees 42 Minutes 36 Seconds West, a distance of 17.64 feet to a CRS;

THENCE South 89 Degrees 17 Minutes 24 Seconds West, with the south line of the Samuel Mason Harrington tract, passing at a distance of 501.72 feet a salient corner of Lot 14, Block 2 of *Prestwick Park* recorded in Cabinet A, Slide 165 of the Plat Records of Tarrant County, Texas from which a found 1/2 inch capped rebar stamped "Grant Eng. 4151" bears West 0.79 feet, and continuing on said course, a total distance of 860.12 feet to a 1/2 inch rebar found at a reentrant corner of Lot 14;

THENCE North 00 Degrees 49 Minutes 50 Seconds West, with the east line of said *Prestwick Park*, a distance of 583.91 feet to a 5/8 inch capped rebar stamped "TLT RPLS 1237" found at the southwest corner of *St. Mary's Addition* recorded in Cabinet A, Slide 3586 of the said Plat Records;

THENCE North 88 Degrees 11 Minutes 04 Seconds East, with the south line of said *St. Mary's Addition*, passing at a distance of 348.07 feet to a 5/8 inch capped rebar stamped "TLT RPLS 1237" found at the southeast corner of *St. Mary's Addition*, and continuing on said course, now through the interior of the tracts described in the deed to Terra Manna Creekside LLC recorded under Instrument Number D213107748 & D213107749 of the Official Public Records of Tarrant County, Texas, in all, a total distance of 496.08 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the beginning of a tangent curve concave to the south having a radius of 390 feet;

THENCE continuing through the interior of the Terra Manna Creekside LLC tract to 1/2 inch capped rebar stamped "JPH Land Surveying" set, the following calls:

1. In a southeasterly direction, with the arc of said tangent curve, through a central angle of 20 degrees 58 minutes 45 seconds, an arc length of 142.80 feet to the end of the tangent curve;
2. SOUTH 26 degrees 20 minutes 54 seconds WEST, a distance of 106.57 feet;
3. SOUTH 16 degrees 30 minutes 59 seconds WEST, a distance of 15.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 270.00 feet;
4. In a southeasterly direction, with the arc of the said non-tangent curve, an arc length of 41.39 feet (a chord bearing of SOUTH 69 degrees 05 minutes 32 seconds EAST, a chord distance of 41.35 feet) to the end of the said non-tangent curve;
5. SOUTH 64 degrees 42 minutes 03 seconds EAST, a distance of 134.26 feet to the beginning of a tangent curve concave to the north having a radius of 200.00 feet;
6. In a southeasterly direction, with the arc of the said tangent curve, through a central angle of 25 degrees 49 minutes 35 seconds, an arc length of 90.15 feet to the beginning of a reverse curve concave to the south having a radius of 250.00 feet;
7. In a southeast direction, with the arc of the said reverse curve, through a central angle of 10 degrees 40 minutes 31 seconds, an arc length of 46.58 feet to the end of the reverse curve;
8. SOUTH 76 degrees 51 minutes 08 seconds EAST, a distance of 6.28 feet;
9. NORTH 55 degrees 08 minutes 52 seconds EAST, a distance of 21.21 feet;
10. NORTH 10 degrees 08 minutes 52 seconds EAST, a distance of 51.74 feet;
11. NORTH 13 degrees 04 minutes 33 seconds EAST, a distance of 219.71 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set in the south the tract described in the deed to RKPKEM, LLC recorded under Instrument No. D212026091 of the Official Public Records of Tarrant County, Texas;

THENCE SOUTH 82 degrees 30 minutes 19 seconds EAST, with the said south line of the RKPKEM, LLC tract, a distance of 17.58 feet to a 1/2 inch rebar found at the most easterly northeast corner of the said Samuel Mason Harrington tract;

THENCE South 12 Degrees 51 Minutes 25 Seconds West, with the east line of the Samuel Mason Harrington tract, a distance of 211.55 feet to a 1/2 inch rebar found at the northeast corner of the tract described in the deed to Randy G. Petty & wife, Carol S. Petty recorded in Volume 11049, Page 575 of the said Deed Records;

THENCE South 09 Degrees 30 Minutes 53 Seconds West, with the east line of the said Petty tract, a distance of 150.77 feet to a 1/2 inch rebar found at a corner of the Petty tract;

THENCE South 10 Degrees 23 Minutes 57 Seconds West, continuing with the east line of the Petty tract, a distance of 91.39 feet to a 1/2 inch rebar found at a salient corner of the Samuel Mason Harrington tract;

THENCE South 06 Degrees 18 Minutes 31 Seconds West, with the east line of the Samuel Mason Harrington tract, a distance of 192.40 feet returning to the Place of Beginning and enclosing at total of 10.924 acres (475831 ± square feet).

Basis of Bearings: Grid North per the Texas Coordinate System of 1983, North Central Zone.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That *Terra Manna Creekside LLC*, through the undersigned, its duly authorized representative, and *Standard Pacific of Texas, Inc.*, through the undersigned, its duly authorized representative, do hereby adopt this plat designating the hereinbefore described property as **Creekside**, and addition in the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all 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 18th day of June, 2014.

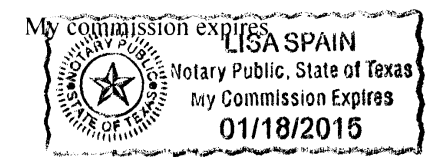
John H. Havens
Terra Manna Creekside LLC's Representative

STATE OF Texas
COUNTY OF Tarrant

Before me, the undersigned Notary Public in and for said county and State on this day personally appeared Bobby Harrell, 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 purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 18th day of June, 2014.

John H. Havens
Notary Public in and for the State of TX

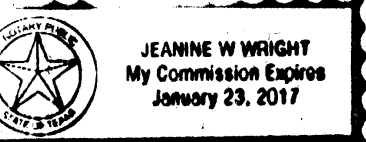


Witness our hands this 18th day of June, 2014.

Chip G. Boyd
Chip G. Boyd, PMP

Vice President-Land Development
Standard Pacific of Texas, Inc.

STATE OF Texas
COUNTY OF Dallas



Before me, the undersigned Notary Public in and for said county and State on this day personally appeared Chip G. Boyd, PMP, 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 purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 18th day of June, 2014.

John H. Havens
Notary Public in and for the State of Texas

My commission expires
1-23-17

Surveyor's Certificate

I, Jewel Chadd, a Registered Professional Land Surveyor of the State of Texas, hereby state, to the best of my knowledge and belief, this plat was prepared from an on-the-ground survey of the land and the corner monuments are found or set as indicated.

Jewel Chadd
Registered Professional
Land Surveyor, No. 5754
jewel@jphls.com
Date: June 17, 2014



Planning and Zoning Commission Approval

WHEREAS the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2014, to approve this plat.

Chairman, Planning and Zoning Commission

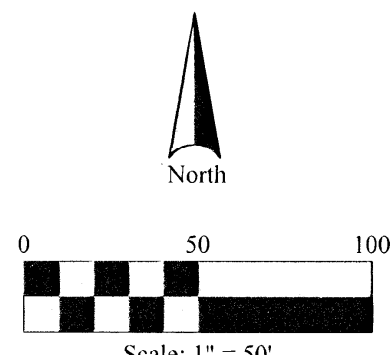
Attest: Secretary, Planning and Zoning Commission

City Council Approval

WHEREAS the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2014, to approve this plat.

Mayor, City of Colleyville

Attest: City Secretary



JPH Job No. 2013.019.001
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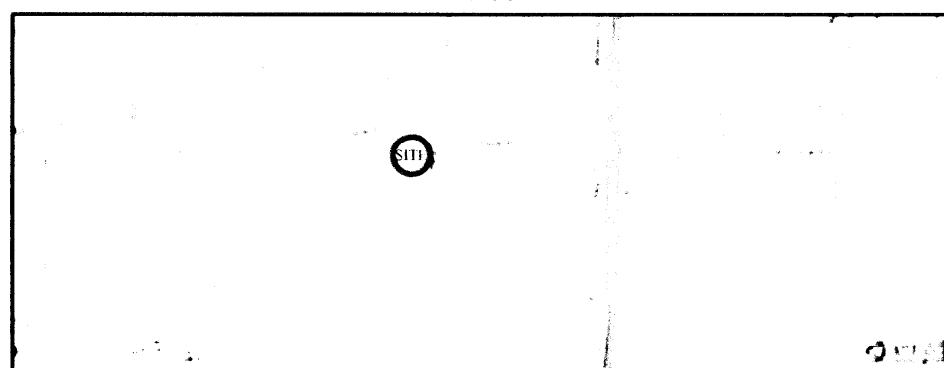
Curve Data Table					Line Data Table		
Curve #	Arc	Radius	Delta	Chord Bearing	Line #	Distance	Bearing
C1	17.00	226.50	004°18'04"	S77°42'06"E	1.1	2.78	S10°08'52"W
C2	14.21	9.50	085°41'56"	S32°42'06"E	1.2	9.66	S79°51'08"W
C3	14.21	9.50	085°41'56"	S52°59'50"W	1.3	4.00	N10°00'09"E
C4	17.00	226.51	004°18'03"	S82°00'10"W	1.4	9.67	S79°51'08"E
C5	14.90	9.50	089°51'17"	N34°55'29"W	1.5	17.32	S64°42'03"E
C6	14.95	9.50	090°08'43"	N55°04'31"E	1.6	10.10	N10°08'52"E
C7	4.26	1.50	162°51'18"	S16°43'30"W			
C8	28.22	223.50	007°14'01"	N85°27'51"W			
C9	2.60	1.50	099°13'43"	N39°28'00"W			
C10	2.67	1.50	102°07'43"	N61°12'44"E			
C11	11.95	226.50	003°01'21"	S66°12'44"E			

Legend
• CRS - 1/2" capped rebar stamped "JPH Land Surveying" set
• MNS - MAG Nail with a metal washer stamped "JPH Land Surveying" set
• D.R.T.C.T. - Deed Records, Tarrant County, Texas
• P.R.T.C.T. - Plat Records, Tarrant County, Texas
• O.P.R.T.C.T. - Official Public Records, Tarrant County, Texas
• L.S. - Landscape Easement
• E.A. - Emergency Access Easement
• U.E. - Utility Easement
• D.E. - Drainage Easement
• S.B. - Building Set Back
• D.U.E. - Drainage & Utility Easement
• S.B.L. - Landscape Buffer
• P.U.D.E. - Pedestrian, Utility & Drainage Easement

Plat Notes
According to the Flood Insurance Rate Map (FIRM) for Tarrant County, Texas and Incorporated Areas, Panel 115 of 495, Map Number 4849C0115K, dated September 25, 2009 as published by the Federal Emergency Management Agency (FEMA), the subject tract lies within Zone X (unshaded), areas outside the 0.2-percent-annual-chance floodplain.
2. Monuments are found, unless marked CRS or MNS.
3. Elevations, if shown, are based on the North American Vertical Datum of 1988 (NAVD88).
4. Any easement shown without reference to a recorded document, with this addition, is hereby dedicated by this plat.

VICINITY MAP

NOT TO SCALE



June 17, 2014
FINAL PLAT
Creekside
10.924 Acres
situated in the
John H. Havens Survey, Abstract No. 685
City of Colleyville
Tarrant County, Texas
41 Residential Lots / 6 Open Space Lots

This plat recorded under Instrument No. D214_____, O.P.R.T.C.T.

ORDINANCE O-07-1645

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 108.5 ACRES OUT OF THE ELIZABETH COX SURVEY, ABSTRACT 352, THE JOHN H. HAVENS SURVEY, ABSTRACT 685, THE JESSE DOSS SURVEY, ABSTRACT 441, AND THE S.C.H. WITTEN SURVEY, ABSTRACT 1734, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO PUDR-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. Z-07-008; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after

holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance by reference as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 from the AG-Agricultural zoning district to PUDR-Planned Unit Development Residential zoning district, as depicted on Exhibit "A" labeled Location and Zoning Map and as described on Exhibit "B" labeled Legal Description.
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUDR is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 2.4 dwelling units per acre. There shall be no more than 269 single-family residential lots.
- b. Commercial lots shall be permitted along the frontage of Heritage Avenue.
- c. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where specifically amended by this Ordinance.

2. CONCEPTUAL PLAN, SITE PLAN, AND PLATTING

- a. The development shall be generally consistent with this Ordinance and the Conceptual Site Plan, labeled as Exhibit "C", which shall not be

considered a plat. The developer shall submit and receive approval from the City for any amendment to the Site Plan in accordance with the phasing of the development of any portion of this PUDR. A detailed Site Plan submission shall, at a minimum, meet the requirements of Section 3.23 J.K.6. of the Land Development Code, be consistent with this Ordinance, and may also be required to show additional conditions provided in Section 3.23 M.b. of the Land Development Code. Further, such detailed site plan(s) shall be considered as a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

- b. The developer shall submit and receive approval from the City, a Preliminary and Final Plat in accordance with the requirements of the Land Development Code prior to development of this PUDR.

3. PERMITTED USES

- a. Single-family residences, detached.
- b. All commercial properties shall allow only uses permitted in the following zoning districts that are; (1) either State of Texas sales tax generating businesses, or (2) professional offices: CN-Neighborhood Commercial zoning district, the CC1-Village Retail zoning district and the CC2-Shopping Center zoning district.

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Residential lot requirements and setbacks shall comply with the following provisions. Planning Area "A" refers to lots adjacent to western property line.

Planning Area "A"

- | | |
|----------------------------|--|
| a. Minimum Lot Size | 9,000 square feet |
| b. Minimum Lot Width | 70 feet |
| c. Minimum Lot Depth | 120 feet |
| d. Front Building Line | 20 feet; or 15 feet for a front swing garage |
| e. Side Building Line | 5 feet |
| f. Rear Building Line | 30 feet |
| g. Maximum Building Height | 40 feet |
| h. Maximum Lot Coverage | 65% |

Planning Area "B"

a. Average Lot Size	5,500 square feet
b. Minimum Lot Size	5,000 square feet
c. Minimum Lot Width	50 feet
d. Minimum Lot Depth	105 feet
e. Front Building Line	20 feet; or 15 feet for a front swing garage
f. Side Building Line	0, 1 or 9 feet with a 10 foot minimum between buildings
g. Rear Building Line	10 feet
h. Maximum Building Height	40 feet
i. Maximum Lot Coverage	65%

5. OPEN SPACE AND LANDSCAPE BUFFER

- a. A 10 foot wide landscape buffer shall be designated along the entire western property line. No structures may be constructed within the landscape buffer. The landscape buffer shall be incorporated in the rear lots of Planning Area "A". Such landscape buffer shall is not an open space lot. Chapter 5 of the Land Development Code applies to this landscape buffer in particular and the development as a whole. In addition, the Section 5.9 Tree Replacement Requirements shall apply to any replacement tree greater than three (3) inches in diameter which is substantially damaged or which dies within two (2) years of final inspection.
- b. Open space lots shall be maintained by the Homeowners Association.
- c. The following amenities are permitted in the open space lots: picnic tables, benches, playground equipment, concrete and crushed granite walking paths, a gazebo, an arbor, other garden type built elements including a fireplace, fountains, lights and a dock and pier. These amenities shall be owned and maintained by a homeowners association.

6. PRIVATE SIDEWALKS AND STREETS

- a. A ten (10) foot wide concrete trail approximately 1.2 miles long shall be constructed on-site along with all other public improvements as part of this development between Glade Road and Cheek Sparger Road and prior to the time of Final Plat. The City Manager or his designee may approve a reduced trail width of eight (8) feet if necessary based upon topographic, landscape, or other issues. Such trail shall be included as part of any Site Plan submittal, and shall be consistent with the City's then existing Master Trail Plan.

7. SCREENING

- a. An eight (8) foot masonry wall shall be built between any commercial and residential lots.
- b. An eight (8) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road and Cheek Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. The standards and detail for such wall shall be included as part of the detailed Site Plan.
- c. Perimeter fencing along Heritage Avenue shall only be required immediately adjacent to lots, and not be required along where floodplain or open space is adjacent to Heritage Avenue.

8. OTHER

- a. Ingress and Egress from Winewood Place shall be restricted to access by emergency vehicles only.
- b. The number of lots allowed with frontage on a cul-de-sac street shall adhere to the requirements of the Land Development Code.
- c. The portion of the development located south of Little Bear Creek shall have a minimum of two (2) points of public vehicular ingress and egress from Cheek Sparger Road and/or Heritage Avenue.
- d. There shall be no direct access onto Glade Road from this development.
- e. There shall be no single family uses allowed adjacent to Heritage Avenue where there are, as of the passage of this ordinance, existing commercial uses directly across Heritage Avenue within the City of Eules.
- f. Retaining walls that are adjacent to residential lots shall be constructed with a stone facade.

Sec. 5. 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 specifically amended herein.

Sec. 6. 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. 7. 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. 8. 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. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 16th day of October 2007.

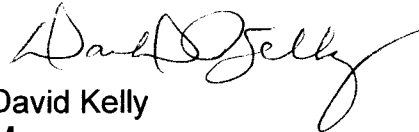
The second reading and public hearing being conducted on the 6th day of September 2007.

ATTEST:



Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" Location and Zoning Map

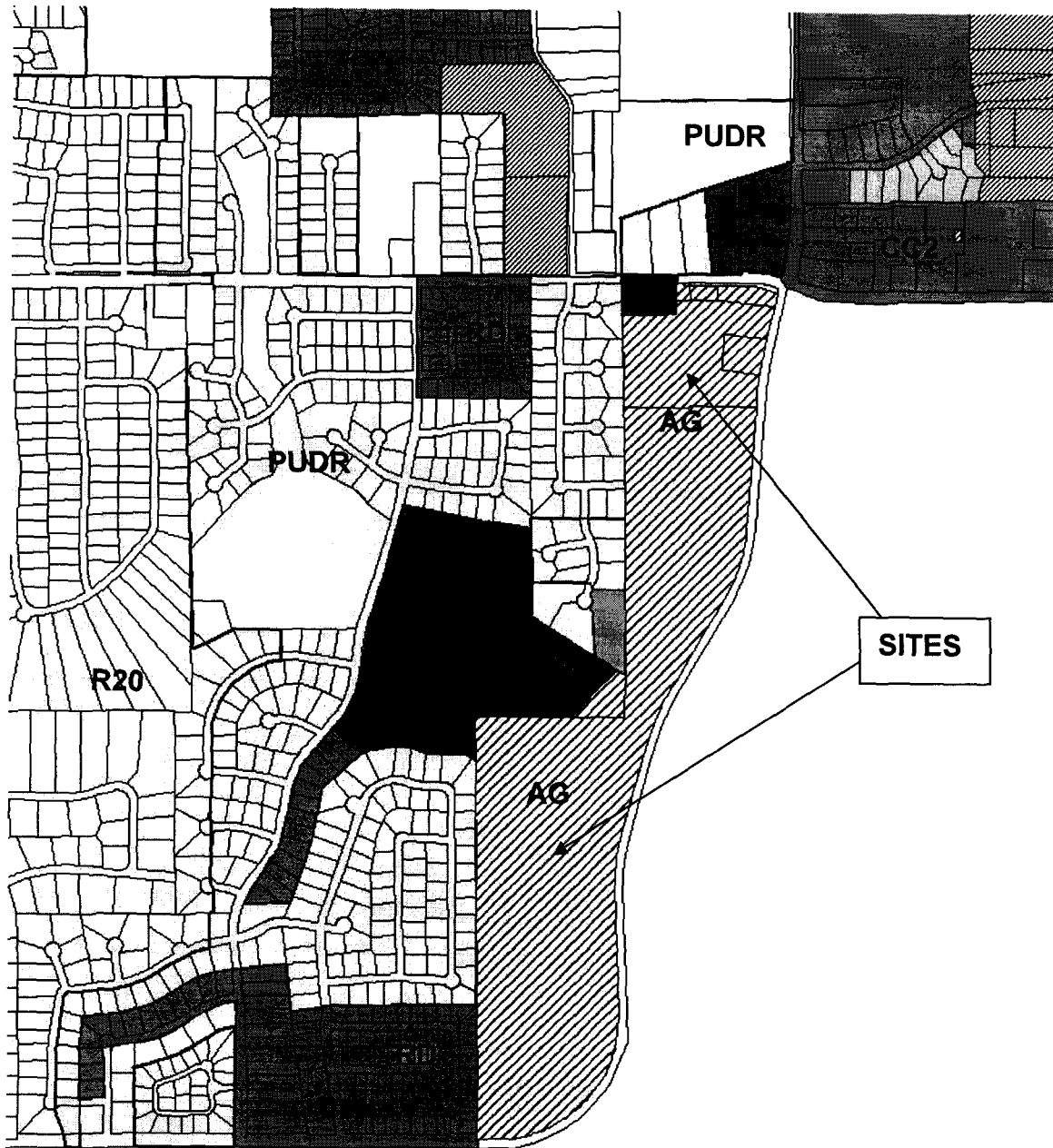


Exhibit "B" Legal Description

**CREEKSIDE AT COLLEYVILLE (PUD-R)
108.5 ACRE ZONING TRACT**

BEING A 108.5 ACRE TRACT OF LAND SITUATED IN THE ELIZABETH COX SURVEY, ABSTRACT NO. 352, THE JOHN H. HAVENS SURVEY, ABSTRACT NO. 685, THE JESSE DOSS SURVEY, ABSTRACT NO. 441 AND THE S.C.H. WITTEN SURVEY, ABSTRACT NO. 1734, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS. SAID 108.5 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT NEAR THE INTERSECTION OF THE CENTERLINE OF GLADE ROAD AND THE INTERSECTION OF;

THENCE S 09°46'23" W, OVER AND ACROSS SAID GLADE ROAD AND HERITAGE AVENUE, A DISTANCE OF 99.73 FEET TO A POINT FOR CORNER IN THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF SAID HERITAGE AVENUE;

THENCE ALONG THE EAST LINE OF SAID HERITAGE AVENUE THE FOLLOWING COURSES AND DISTANCES;

S 12°21'40" W, A DISTANCE OF 447.71 FEET TO A POINT FOR CORNER;

S 05°25'11" W, A DISTANCE OF 195.30 FEET TO A POINT FOR CORNER;

S 04°21'00" W, A DISTANCE OF 720.00 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°31'41", A RADIUS OF 1121.05 FEET, AN ARC LENGTH OF 538.62 FEET, A CHORD BEARING OF S 17°31'00" W, AND A CHORD LENGTH OF 533.45 FEET TO A POINT FOR CORNER;

S 30°41'03" W, A DISTANCE OF 515.89 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 15°51'46", A RADIUS OF 2840.34 FEET, AN ARC LENGTH OF 786.37 FEET, A CHORD BEARING OF S 22°45'00" W, AND A CHORD LENGTH OF 783.86 FEET TO A POINT FOR CORNER;

S 14°48'57" W, A DISTANCE OF 308.22 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 16°05'15", A RADIUS OF 1407.20 FEET, AN ARC LENGTH OF 395.12 FEET, A CHORD BEARING OF S 06°46'30" W, AND A CHORD LENGTH OF 393.82 FEET TO A POINT FOR CORNER;

S 00°46'00" E, A DISTANCE OF 772.57 FEET TO A POINT FOR CORNER;

RECEIVED

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Per

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 70°04'32", A RADIUS OF 843.50 FEET, AN ARC LENGTH OF 1031.64 FEET, A CHORD BEARING OF S 33°59'27" W, AND A CHORD LENGTH OF 968.53 FEET TO A POINT FOR CORNER AT THE INTERSECTION OF THE NORTH R.O.W. LINE OF CHEEK SPARGER ROAD;

THENCE S 89°18'56" W, ALONG THE NORTH R.O.W. LINE OF SAID CHEEK SPARGER ROAD, A DISTANCE OF 437.70 FEET TO A POINT FOR THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS PACEL 1 IN DEED TO SPARGER FAMILY LIMITED PARTNERSHIP RECORDED IN VOLUME 16472, PAGE 390 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.);

THENCE N 00°01'23" W, ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2658.46 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE S 89°02'53" E, ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 549.10 FEET TO A POINT FOR CORNER;

THENCE LEAVING THE NORTH LINE OF SAID PARCEL 1 THE FOLLOWING COURSES AND DISTANCES;

N 44°32'16" E, A DISTANCE OF 504.74 FEET TO A POINT FOR CORNER;

S 58°08'37" E, A DISTANCE OF 82.37 FEET TO A POINT FOR CORNER IN THE WEST LINE OF A CALLED 136.34 ACRE TRACT OF LAND DESCRIBED IN DEED TO SPARGER FAMILY LIMITED PARTNERSHIP PARTNERSHIP RECORDED IN VOLUME 16472, PAGE 390 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.);

THENCE N 00°39'20" E, ALONG SAID WEST LINE, A DISTANCE OF 541.65 FEET TO A POINT FOR CORNER;

THENCE N 00°15'08" E, A DISTANCE OF 443.19 FEET TO A POINT FOR CORNER;

THENCE N 00°28'33" W, A DISTANCE OF 1306.92 FEET TO A POINT FOR CORNER;

THENCE S 89°50'41" E, A DISTANCE OF 344.46 FEET TO A POINT FOR CORNER;

THENCE N 00°09'51" W, A DISTANCE OF 225.22 FEET TO A POINT FOR CORNER;

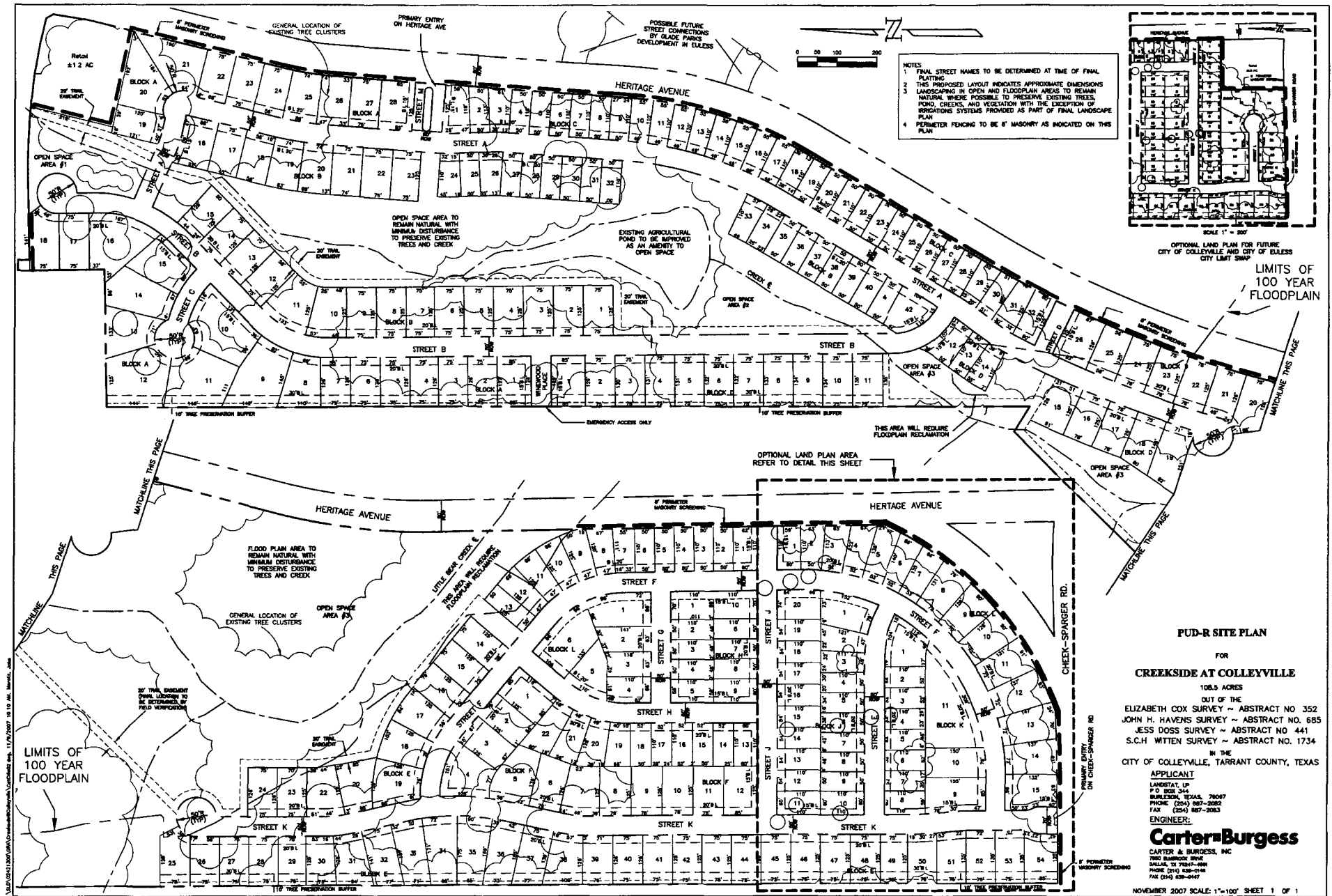
THENCE N 88°42'20" E, A DISTANCE OF 22.07 FEET TO A POINT FOR CORNER;

THENCE S 00°27'31" E, A DISTANCE OF 28.94 FEET TO A POINT FOR CORNER;

THENCE N 89°23'34" E, A DISTANCE OF 195.12 FEET TO A POINT FOR CORNER;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 13°35'47", A RADIUS OF 1587.18 FEET, AN ARC LENGTH OF 376.64 FEET, A CHORD BEARING OF S 84°20'11" E, AND A CHORD LENGTH OF 375.76 FEET TO A POINT FOR CORNER;

THENCE S 76°13'22" E, A DISTANCE OF 105.52 FEET TO THE POINT OF BEGINNING, AND CONTAINING 108.5 ACRES OF LAND, MORE OR LESS.



ORDINANCE O-13-1866

AN ORDINANCE AMENDING ORDINANCE O-07-1645 CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1645 on November 27, 2007, to establish the zoning of 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, The John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 under case Z07-0008; and

WHEREAS, the applicant has requested an amendment to Ordinance O-07-1645 to further amend the commercial zoning requirements at the southwest corner of Glade Road and Heritage Avenue; to amend the trail location requirements within the development; and to submit a detailed site plan for 14.75 acres of the development per the requirements of Section 4(2)a under Ordinance O-07-1645, under Case ZC12-031; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-07-1645 conditions.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending the zoning and development requirements on 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 as depicted on the attached Exhibit "A".
- Sec. 4. 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. 5. THAT the above described tract of land shall be subject to the following conditions:

1. DETAILED SITE PLAN REQUIREMENT

- a. Exhibit "B" shall be deemed to satisfy the site plan requirements of Ordinance O-07-1645 Section 4(2)a. A full size copy of the site plan shall be kept on file in the Community Development Department until the final plat is approved, at which time a copy of the detailed site plan shall be kept in the plat file for this development. The phase one final plat shall be consistent with Exhibit "B".
- b. The remainder of the subject property within this PUD shall be required to submit a detailed site plan per Section 4(2)a of Ordinance O-07-1645 prior to the submission of a final plat.

2. GENERAL AMENDMENTS

- a. Sections 4(8) "d" and "e" of Ordinance O-07-1645 are hereby deleted.
- b. The maximum building height in this development shall not exceed 35 feet.
- c. The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan map shall be constructed by the developer along the west side of Heritage Avenue prior to the acceptance of public improvements. Trail 24 must connect to all other trails noted on the 2005 Colleyville Pathways Plan.
- d. This development may be developed as a gated community with private streets in accordance with Chapter 10-Private Streets and Gate Entrances of the Land Development Code.
- e. The developer shall improve Heritage Avenue where it is adjacent to the development to the current standards of the Land Development Code and the Master Thoroughfare Plan at the time of development of the adjacent property. There shall be no option to escrow said construction costs as a perimeter street fee for future roadway improvements.

- Sec. 6. 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. 7. 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. 8. 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. 9. THAT all provisions of Ordinance O-07-1645 and the Land Development Code shall remain in full force and effect, except where amended herein.
- Sec. 10. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

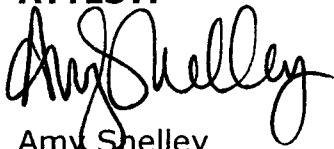
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 19th day of February 2013.

The second reading and public hearing being conducted on the 5th day of March 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 5th day of March 2013.

ATTEST:



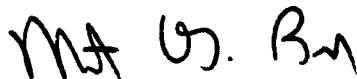
Amy Shelley
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" -Location and Zoning Map

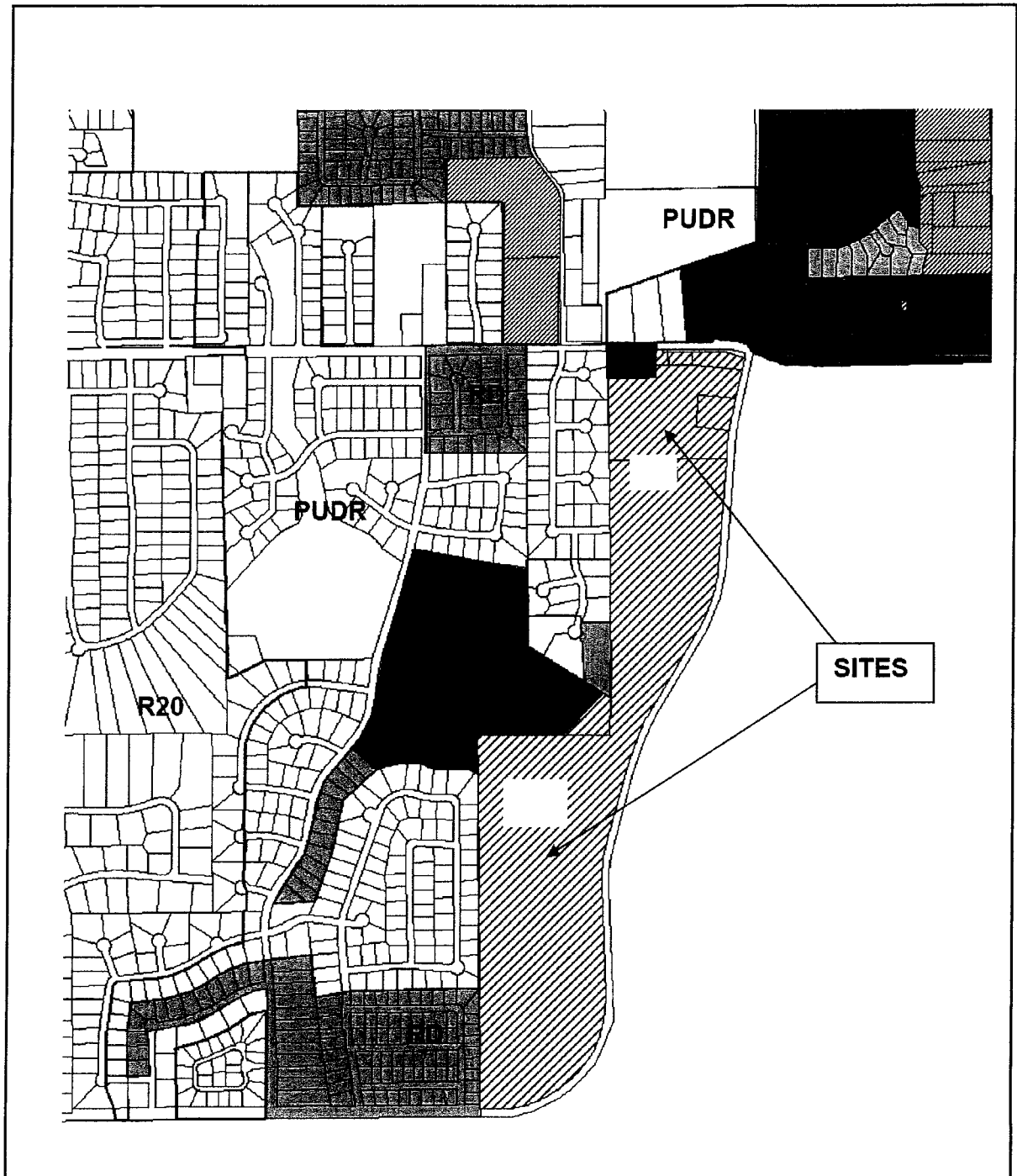
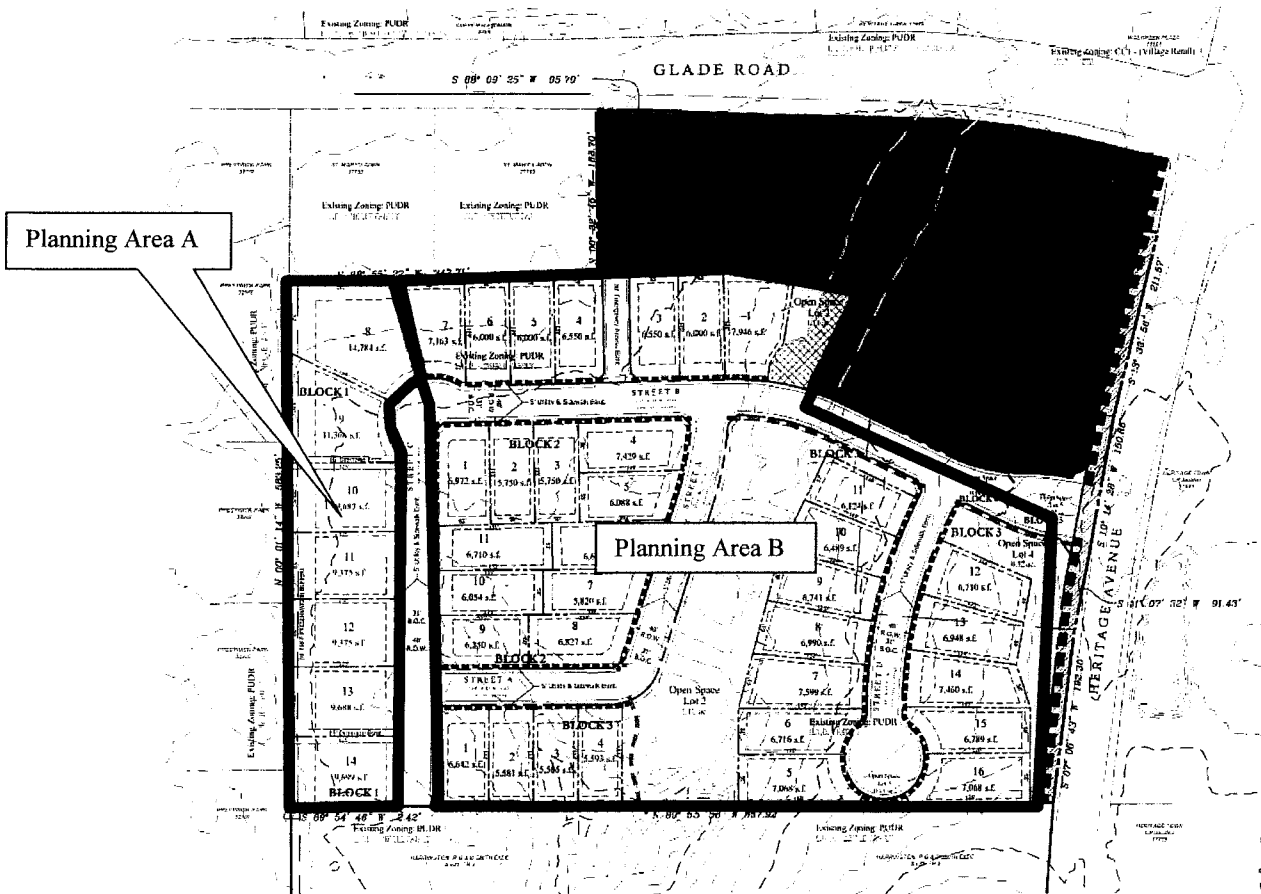


Exhibit "B" Detailed Site Plan



ORDINANCE O-13-1899

AN ORDINANCE AMENDING ORDINANCE O-07-1645 AND ORDINANCE O-13-1866 CONDITIONS AND AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 4.4 ACRES LOCATED IN THE JESSE DOSS SURVEY AT THE NORTHWEST CORNER OF CHEEK-SPARGER ROAD AND HERITAGE AVENUE FROM THE AG-AGRICULTURAL DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1645 on November 27, 2007, to establish the zoning of 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 under case Z-07-008; and

WHEREAS, the City Council approved Ordinance O-13-1866 on March 5, 2013, amending Ordinance O-07-1645 conditions and approving a detailed site plan for phase one of the development under case ZC12-031; and

WHEREAS, the applicant has requested an amendment to Ordinance O-07-1645 and Ordinance O-13-1866 and requests to rezone 4.4 acres located in the Jesse Doss Survey at the northwest corner of Cheek-Sparger Road and Heritage Avenue, acquired from the City of Euless in a boundary adjustment approved under Ordinance O-12-1828, so as to incorporate the property into the PUD authorized by Ordinance O-07-1645 under Case Z-07-008 and approve a detailed site plan for phase two of the development; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be

enforced therein and to recommend a new zoning ordinance;
and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-07-1645 and Ordinance O-13-1866.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by

changing the zoning of 4.4 acres located in the Jesse Doss Survey at the northwest corner of Cheek-Sparger Road and Heritage Avenue from the AG-Agricultural District to the PUD-R-Planned Unit Development Residential District, as depicted in the attached Exhibit "A" and described in Exhibit "B".

Sec. 4. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.

Sec. 5. THAT the above described tract of land shall be subject to the following conditions:

1. DETAILED SITE PLAN REQUIREMENT

- a. Exhibit "C" shall be deemed to satisfy the site plan requirements of Ordinance O-07-1645 Section 4(2)a and Ordinance O-13-1866 Section 5(1)b. A full size copy of the site plan shall be kept on file in the Community Development Department until the final plat is approved, at which time a copy of the detailed site plan shall be kept in the plat file for this development. The phase two final plat shall be consistent with Exhibit "C".

2. GENERAL AMENDMENTS

- a. Section 5(2)e of Ordinance O-13-1866 is hereby deleted.
- b. The developer may enter into a City/Developer Agreement with the City of Colleyville for any required public improvements, in conjunction with this development. Said agreement, if submitted, shall be approved and executed prior to the filing of the final plat for phase two of the development.
- c. Prior to the issuance of a building permit for the 1.9 acre commercial tract shown at the southwest corner of the development on Exhibit C, the developer shall submit a detailed site plan which shall, at a minimum, meet the requirements of Section 3.23 J.K.6. of the Land Development Code, be consistent with Ordinance O-07-1645 and any subsequent amendments, and may also be required to show additional conditions provided in Section 3.23 M.b. of the Land Development Code. Further, such detailed site plan(s)

shall be considered as a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

- d. Section 4(7)b of Ordinance O-07-1645 is hereby amended to read as follows: A six (6) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road and Cheek Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. The standards and detail for such wall shall be included as part of the detailed Site Plan and shall, otherwise, meet the requirements of the Land Development Code.
- e. Except as noted in subsection "d" above and Section 4(7)a and "c" in Ordinance O-07-1645, all fences shall be constructed per Exhibit D.
- f. Section 5(2)c of Ordinance O-13-1866 is hereby amended to read as follows: The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan map shall be constructed by the developer along the west side of Heritage Avenue prior to the acceptance of public improvements and shall connect to all other trails noted on the 2005 Colleyville Pathways Plan with the following exceptions: The developer may escrow the cost of constructing the trail in lieu of actual construction only for the portion of the trail that traverses the Little Bear Creek floodplain. If the developer chooses to escrow said funds, the developer shall build a minimum four (4) foot wide sidewalk across Little Bear Creek that links the internal sidewalks in the portion of the development that is south of Little Bear Creek to the internal sidewalks in the portion of the development that is north of Little Bear Creek. Said sidewalk connection shall link to Trail 24 on both sides of Little Bear Creek within a public pedestrian access easement, which shall be dedicated on the final plat(s) for the development.

Sec. 6. 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. 7. 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. 8. 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. 9. 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. 10. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.
- Sec. 11. THAT Ordinance O-07-1645 and Ordinance O-13-1866 shall remain in full force and effect, except where amended by this ordinance.

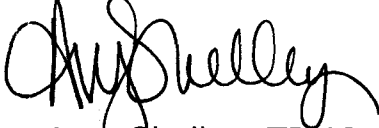
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of December 2013.

The second reading and public hearing being conducted on the 17th day of December 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 17th day of December 2013.

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

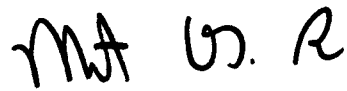

Matthew C. G. Boyle
City Attorney

Exhibit "A" –Location and Zoning Map

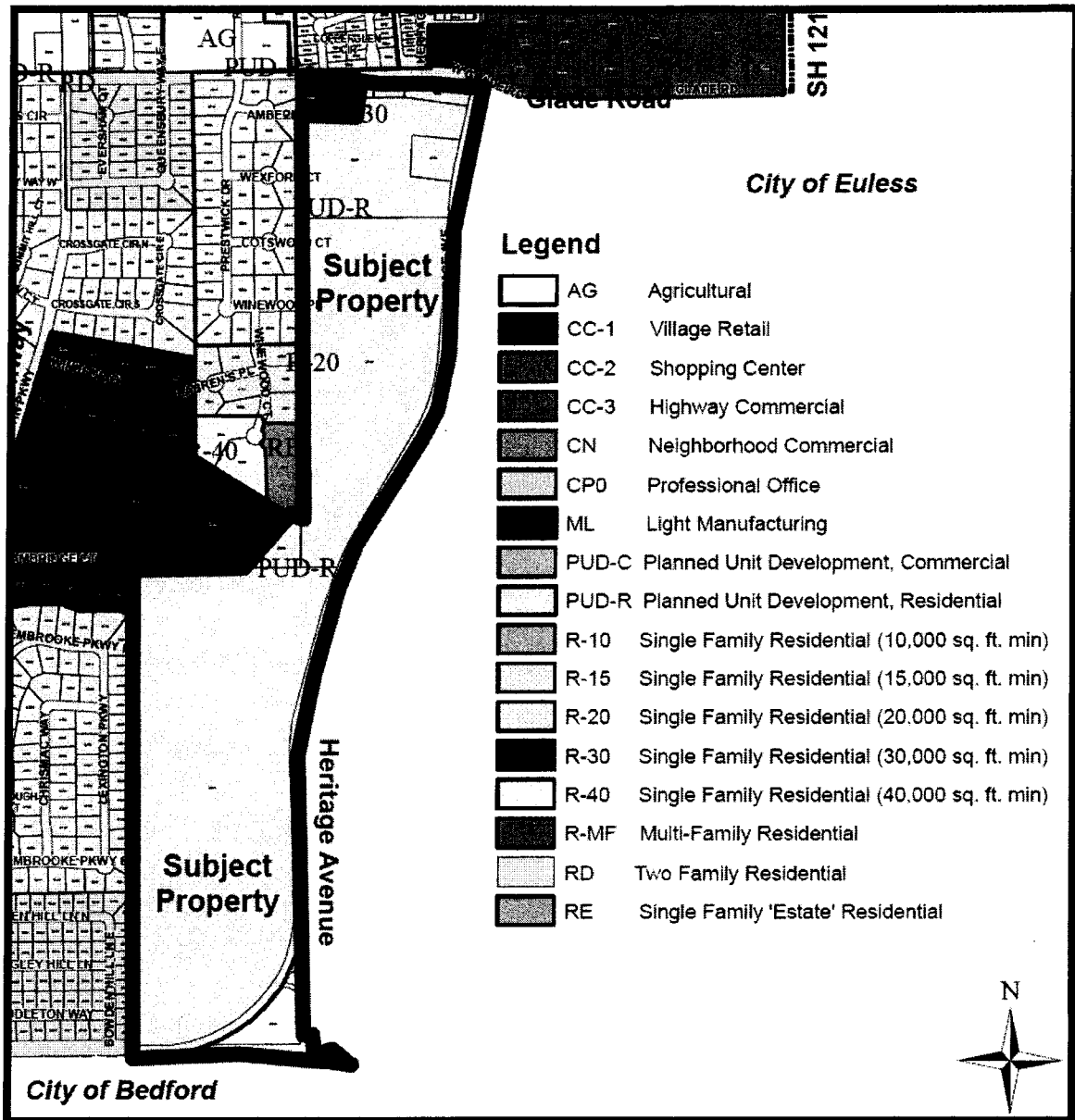


Exhibit "B" – Legal Description of Property Zoned from AG-Agricultural to PUD-R-Planned Unit Development Residential

Being the certain tract of land situated in the J. DOSS SURVEY, Abstract No. 441 and being a portion of the Ordinance No. 192 to City of Euless and a portion of the tract described in the deed to Sparger Family limited Partnership as recorded in Volume 16472, Page 390 of Deed Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a point at the intersection of the Colleyville City Limit and the Bedford City Limit boundaries from which a 5/8" iron rod found for the southwest corner of said Sparger tract bears North 69°11'27" West at 207.68 feet;

THENCE North 00°07'13" West, 25.16 feet to the beginning of a curve to the left;

THENCE northeasterly with said curve to the left, having a radius of 843.63 feet, a central angle of 37°42'05", an arc length of 250.26 feet to the apparent intersection of the north right-of-way of said Cheek Sparger Road and the east right-of-way line of Heritage Avenue, continuing with said east right-of-way line a total arc length of 1281.93 feet and a long chord of North 42°29'27" East at 1162.08 feet to a 5/8 inch iron rod found for the end of said curve, same being the merging of the east right-of-way line of Woodpark Lane;

THENCE South 01°02'49" East with said east right-of-way line of Woodpark Lane, 750.80 feet to the southwest corner of the tract described to Charles A. Hoel, Jr. and wife, Mary lea Hoel as recorded in Volume 3522, Page 540 of said Deed Records;

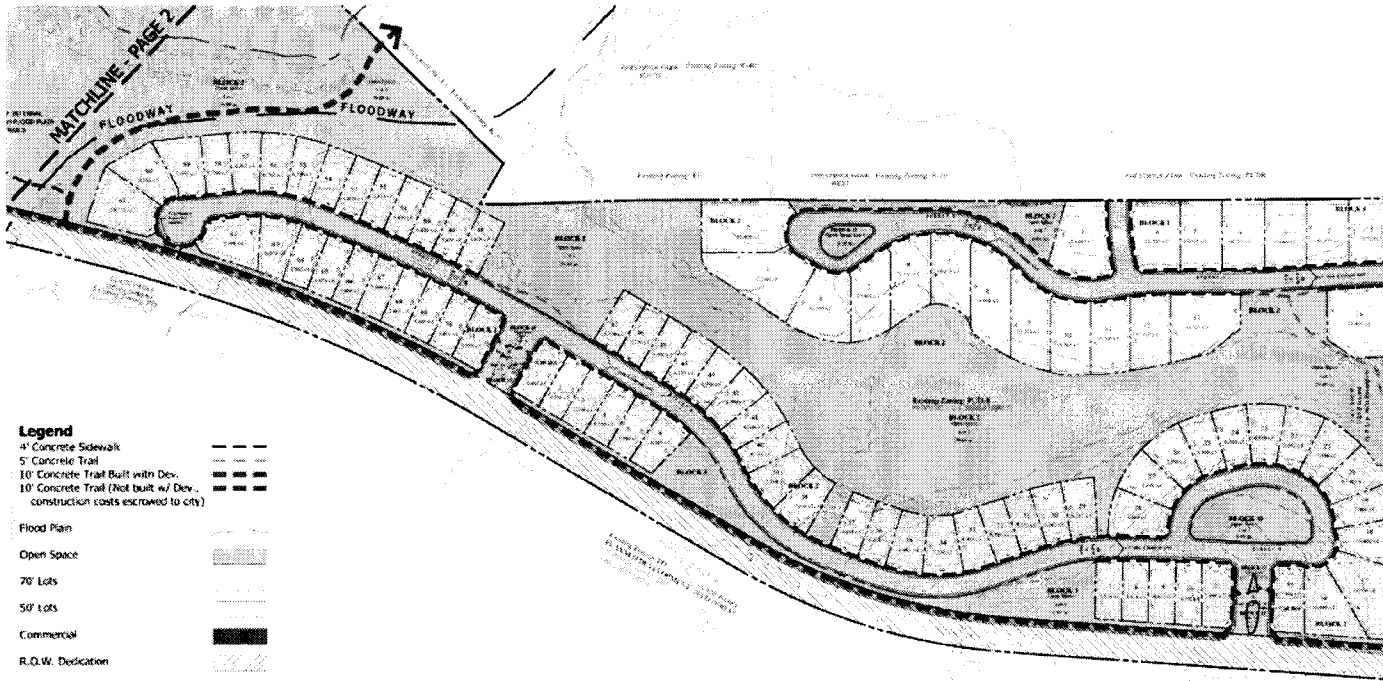
THENCE South 89°57'50" East with the south line of said Hoel tract, approximately 38.00 feet to the northwest corner of the tract described to Cheek-Sparger Properties, LLP., as recorded in Document No. 0206013089 of said Deed Records;

THENCE South 05°10'42" East, 58.85 feet to the beginning of a curve to the right;

THENCE southeasterly with said curve to the right, having a radius of 1058.63 feet, a central angle of 12°33'23", an arc length of 232.00 feet and a long chord of South 71°31'54" East at 231.54 feet;

THENCE South 65°18'09" East, 4.39 feet to said north City limit line of the City of Bedford and south City Limit line of the City of Colleyville;

THENCE North 89°52'47" West with said common City Limit line, 1065.70 feet to the place of beginning and containing 4.438 acres of land, more or less.



- Legend**
- 4" Concrete Sidewalk
 - 5" Concrete Trail
 - 10" Concrete Trail Built with Dev.
 - 10" Concrete Trail (Not built w/ Dev. - construction costs escrowed to city)
 - Flood Plan
 - Open Space
 - 70' Lots
 - 50' Lots
 - Commercial
 - R.O.W. Dedication

FOR LEGAL DESCRIPTION OF PROPERTY, SEE ATTACHED FILE

Owner:
Harrington Family
7000 Cherry Bark Lane
North Richland Hills, TX 76182

Applicant:
Terri / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

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

Site Data Summary Chart

Single Family Residential Lots	228
Commercial Lots	1
Common Areas	17
COMMERCIAL	
Commercial Sites	1.90 ac.
RESIDENTIAL	
Residential Lots	41.50 ac.
Open Space	30.51 ac.
R.O.W.	13.19 ac.
R.O.W. Dedication (on Heritage)	7.24 ac.
Total Residential	94.44 ac.
GROSS AREA	96.36 AC

Residential Lot Summary

Residential Lots	228
Minimum Building Lot Area	5,000 s.f.
Average Building Lot Area	8,311 s.f.
Common Areas	17

L.U.D. / Zoning

Existing Zoning:	PUD-R
Proposed Zoning:	PUD-R

Notes:

- Planning Area A - Front Setbacks are 20', or 15' with a swing garage
- Planning Area A - Rear Setbacks are 30' Typical
- Planning Area A - Side Setbacks are 5'
- Planning Area B - Front Setbacks are 20', or 15' with a swing garage
- Planning Area B - Rear Setbacks are 10' Typical
- Planning Area B - Side Setbacks can be a center-load 5' sidewalk, 9'12' or 10'10'. (10' total, minimum between structures)
- There will be no outside storage onsite
- Open space lots & landscape easements will be maintained by the Homeowners Association (HOA).

Zoning Exhibit for
Zoning Change Request
For PUD-R Amendment
Case # ZC13-017

Zoning Case #ZC13-017



Phase 2 Development Plan

Creekside at Colleyville

Legend

- 4" Concrete Sidewalk
- 5" Concrete Trail
- 10" Concrete Trail Built with Dev.
- 10" Concrete Trail (Not built w/ Dev., construction costs increased to city)
- Flood Plain
- Open Space
- 20' Lots
- 50' Lots
- Commercial
- R.O.W. Dedication

Site Data Summary Chart

Single Family Residential Lots	228
Commercial Lots	1
Common Areas	17
COMMERCIAL	
Commercial Sites	1.90 ac.
RESIDENTIAL	
Residential Lots	43.50 ac.
Open Space	30.51 ac.
R.O.W. Dedication (on Heritage)	7.24 ac.
Total Residential	94.44 ac.
GROSS AREA	96.36 AC

Residential Lot Summary

Residential Lots	228
Minimum Building Lot Area	5,000 s.f.
Average Building Lot Area	8,311 s.f.
Common Areas	17

L.U.D. / Zoning

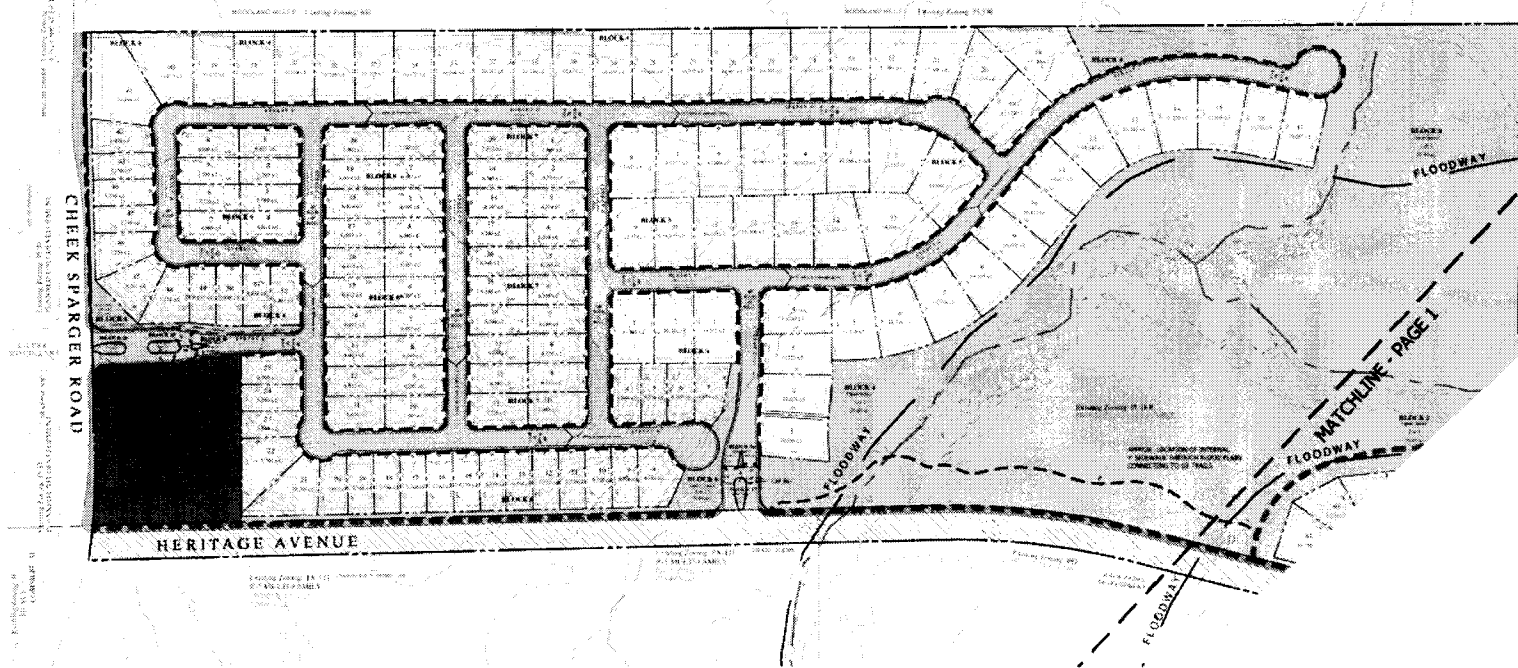
Existing Zoning	PUD-R
Proposed Zoning	PUD-R

Notes:

- Planning Area A - Front Setbacks are 20', or 15' with a swing garage.
- Planning Area A - Rear Setbacks are 30' Typical
- Planning Area A - Side Setbacks are 5'
- Planning Area B - Front Setbacks are 20', or 15' with a swing garage.
- Planning Area B - Rear Setbacks are 10' Typical
- Planning Area B - Side Setbacks can be a center-load 5' sideyard, 9'1" or 10'10" (10' total, minimum between structures).
- There will be no outside storage onsite.
- Open space lots & landscape easements will be maintained by the Homeowners Association (HOA).

Zoning Exhibit for
Zoning Change Request
For PUD-R Amendment
Case # ZC13-017

Zoning Case #ZC13-017



Applicant:
Terra / Manna, L.L.C.
395 W. Skote Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Span

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

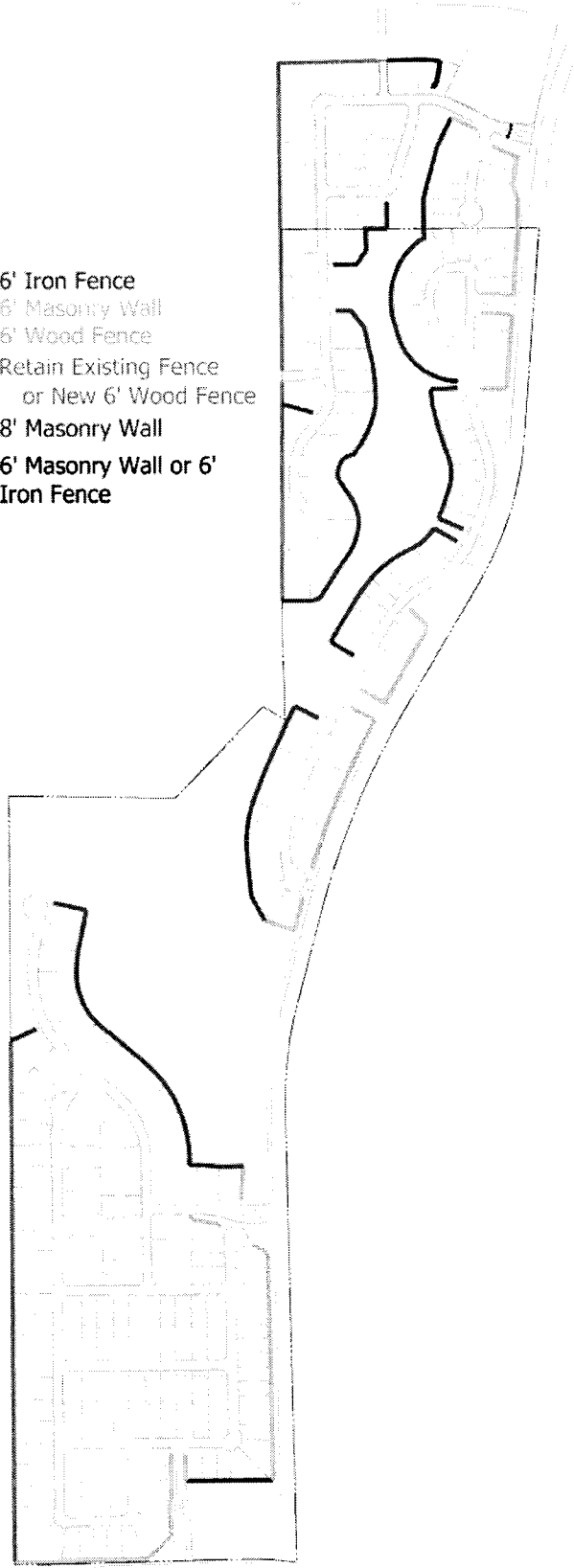


Phase 2 Development Plan

Creekside at Colleyville

Exhibit 'D'

6' Iron Fence
6' Masonry Wall
6' Wood Fence
Retain Existing Fence
or New 6' Wood Fence
8' Masonry Wall
6' Masonry Wall or 6'
Iron Fence



Owner:
Harrington Family
7000 Cherry Bark Lane
North Richland Hills, TX 76182

Applicant:
Terra / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

Planner:

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL: 817-424-2526

18 DEC 13



1" = 400'



Wall/Fence Diagram



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4e

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Resolution

Department Public Works

Title

Approval of an Engineering Services Agreement with TranSystems, Inc., for the design of the improvements to Glade Road between Bransford Road and Manning Drive, in an amount not to exceed \$664,365, and authorize the city manager to execute the agreement

Explanation

Reading and Public Hearing

On February 19, 2013, City Council approved attached Resolution R-13-3597, authorizing the city manager to negotiate an Engineering Services Agreement with TranSystems, Inc., to develop a preliminary design for improvements to Glade Road from Heritage Avenue to the west city limit. During the design development process, Transystems conducted two public meetings and held five worksessions with the City Council, as well as numerous presentations to community groups and homeowner's associations.

On June 17, 2014, at the conclusion of the fourth worksession, City Council requested that a proposal for engineering services be prepared by TranSystems, Inc. for final design of the section of Glade Road from Bransford Road to Manning Drive. City Council requested the proposal include the design of proposed roundabouts at the intersections of Bransford Road and Riverwalk Drive, and lowering of the road in the vicinity of the Bluebonnet Drive intersection to improve the sight distance and allow for the removal of the two stop signs along Glade Road.

The agreement is in the amount of \$664,365, which includes the cost of design and project management and a 10 percent contingency.

The contingency (\$60,390) is for scope changes or additional analysis that may be requested during the final design phase. Any expenditures from this contingency must be approved in advance by City staff prior to any work being authorized.

Financial Impact

Funding for this design is available in the Tax Increment Financing (TIF) fund.

Recommendation

Approve

Attachments

1. Engineering Services Agreement
2. Resolution R-13-3597

AGREEMENT BETWEEN
THE CITY OF COLLEYVILLE, TEXAS and
TRANSYSTEMS CORPORATION d/b/a
TRANSYSTEMS CORPORATION CONSULTANTS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the City of Colleyville, Texas, (hereafter referred to as "CITY" or "CLIENT") and TranSystems Corporation d/b/a TranSystems Corporation Consultants (hereafter referred to as "CONSULTANT").

Whereas CITY desires to have CONSULTANT perform certain services as follows: Perform Engineering Design Services for improvements to Glade Road.

Whereas CITY desires to engage CONSULTANT to provided and perform certain professional services in connection with the Project and CONSULTANT desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

SECTION 1
BASIC SERVICES OF CONSULTANT

Section 1.1 Basic Services. In connection with the Project, CONSULTANT shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, and referred to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). CONSULTANT shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 CONSULTANT'S Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of CONSULTANT in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of CONSULTANT in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to CONSULTANT'S duties.

SECTION 2
ADDITIONAL SERVICES OF CONSULTANT

Section 2.1. Additional Services. In connection with the Project, CONSULTANT may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CITY and agreed to by CONSULTANT, CONSULTANT shall perform, provide, furnish or obtain from others the agreed upon Additional Services. CONSULTANT shall not be authorized to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CITY. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed to in writing by the parties hereto, compensation to CONSULTANT for Additional Services will be paid for by CITY as indicated in the

written authorization, or if not indicated in the written authorization, then according to Section 5.

Notwithstanding the foregoing, when required due to an emergency, in order to prevent additional costs from arising, CONSULTANT shall perform Additional Services in order to prevent additional costs or any harm to work already completed when needed only on an emergency basis. CITY shall be promptly informed of any such work as soon as possible, and such services shall only continue after CITY is informed and upon written authorization of CITY.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CITY may initiate deletions, modifications or changes to the Services by advising CONSULTANT in writing of the change believed to be necessary. As soon thereafter as practicable, CONSULTANT shall prepare a cost estimate of the change and shall inform CITY of the adjustment in the compensation due CONSULTANT under Section 5 hereof ("CONSULTANT'S Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise CONSULTANT in writing of its approval or disapproval of the change. If CITY approves the change, a written contract amendment shall be executed by both parties and CONSULTANT shall perform the Services as changed and the adjustment in CONSULTANT'S Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. CONSULTANT may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. Changes can only be made in writing and must be signed by CITY. If a change is not approved, or if a written contract amendment is not executed, by both CITY and CONSULTANT, the change shall not become effective and CONSULTANT shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CITY'S written addition to, modification or change of or deletion from the Services to be performed by CONSULTANT (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CITY in writing, signed by CITY, of performance of Services in excess of CONSULTANT'S standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by CONSULTANT; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which CONSULTANT is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than CONSULTANT, if CONSULTANT'S performance of the Services under this Agreement depends upon such criteria or information; and/or (6) any other increase in CONSULTANT'S costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, or any other cause beyond CONSULTANT'S control, then the CONSULTANT'S Compensation

and/or the Completion Date, if any, shall be equitably adjusted and CONSULTANT shall be paid, and CONSULTANT'S Compensation shall be adjusted by, an amount equal to the additional costs to CONSULTANT, as agreed upon by the CITY, resulting there from.

SECTION 3 CLIENT'S RESPONSIBILITIES

CITY shall perform the following unless agreed otherwise::

Section 3.1 City Representative. Designate a person to act as CITY'S representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CITY'S policies and decisions with respect to CONSULTANT'S Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CITY'S requirements for the Project.

Section 3.3 Notices. Give notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S Services, or any defect or non-conformance in the Services by CONSULTANT (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project. CITY shall have no duty to inform CONSULTANT of problems in CONSULTANT'S services or other work for which the CITY is entitled to rely upon CONSULTANT'S expertise.

Section 3.4 Additional Services. When CITY deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CITY shall furnish or direct CONSULTANT to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.5 Other Duties. Perform any other duties, obligations or responsibilities of the CITY set forth in this Agreement, such as the obligation to make the payments or perform any responsibilities and duties agreed to by the CITY and which are specifically identified on Exhibit B, if any.

Section 3.6 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify CONSULTANT.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for CONSULTANT'S Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT'S obligation to render Basic Services hereunder will extend during the period required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. It is estimated that the Basic Services will be completed on or about July 2015 (the "Completion Date").

Section 4.3 Notice of Delay. If CONSULTANT becomes aware of delays due to time allowances for

review and approval being exceeded, delay by the Contractor, the CITY, or any other cause beyond the control of CONSULTANT, which will result in the schedule for performance of CONSULTANT'S services not being met, CONSULTANT shall promptly notify the CITY. If the CITY becomes aware of any delays or other causes that will affect CONSULTANT'S schedule, the CITY shall promptly notify CONSULTANT. In either event, CONSULTANT'S schedule for performance of its services may be adjusted as agreed to in writing by CITY and CONSULTANT.

Section 4.4 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond CONSULTANT'S control including, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, severe storms, explosions, catastrophes, epidemics, unavailable utilities and power, water, or other causes completely beyond CONSULTANT'S control.

SECTION 5 CONSULTANT'S COMPENSATION

Section 5.1 Compensation for Services and Expenses of CONSULTANT in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of \$664,365.00. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

Section 5.2 Compensation for Services and Expenses of CONSULTANT in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by CONSULTANT under Section 2, CLIENT shall pay CONSULTANT, in accordance with the provisions of Section 5.4, on basis of CONSULTANT'S Schedule of Rates and Expenses attached to this Agreement as Schedule 1, which shall remain in effect during the course of this Agreement. . "Reimbursable expenses" as agreed to by CITY and CONSULTANT shall be paid at cost.

Section 5.3 Payments after Termination by City. In the event of termination by CITY under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due CONSULTANT for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, CONSULTANT will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of CONSULTANT'S Schedule of Rates and Expenses

Section 5.4 Payments after Termination by CONSULTANT. In the event of termination by CONSULTANT under paragraph 7.1, CONSULTANT will be paid for Services rendered and expenses incurred, as agreed and approved by CITY, during that phase through the date of termination on a pro rata basis as set out in this Agreement.

Section 5.5 Records. Records of CONSULTANT'S salary costs pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CITY desires to have copies of such records, copies will be made available to CITY upon CITY'S request.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by CONSULTANT or that actual schedules will not vary from the projected schedules prepared by CONSULTANT.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.2 Delivery of Electronic Files. In the event that CITY requests any electronic deliverables under this agreement, CONSULTANT and CLIENT shall execute a separate CADD agreement.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CITY is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

Section 7.3 Standard of Practice, Warranties. Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions

Section 7.4 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Section 7.5 Insurance.

Section 7.5.1 CONSULTANT Insurance. CONSULTANT shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CITY furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6 Liability and Indemnification.

Section 7.6.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and CONSULTANT'S Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CITY and CONSULTANT agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.6.2 CONSULTANT Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom CONSULTANT is legally liable.

Section 7.6.3 City Indemnification. The CITY is not obligated to indemnify CONSULTANT in any manner whatsoever.

Section 7.6.4 Employee Claims. CONSULTANT shall indemnify CITY against any loss, damage, cost or expense arising out of claims by CONSULTANT'S employees.

Section 7.6.5 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.7 Use of Logo. CONSULTANT may only use CITY'S logo when express permission is granted, on a case by case basis. CITY will not grant any blanket or ongoing permission for use of CITY logo.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions.

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services

Exhibit B - CITY's Duties, if any

Schedule 1 - CONSULTANT'S Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CITY and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT. CONSULTANT'S services under this Agreement are being performed solely for the CITY'S benefit, and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CITY and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Section 8.4 Hazardous Materials. CONSULTANT shall report to CITY the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between CONSULTANT and CITY regarding the application or interpretation of any provision of this Agreement, or quality of Services by CONSULTANT, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 calendar days after such dispute arises. If the parties fail to resolve the dispute within 20 calendar days after receipt of such notice, each party shall, within five days thereafter, proceed to make application for non-binding mediation, and each party shall proceed to mediation pursuant to an agreed upon schedule with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the

cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Texas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Tarrant County, Texas, or the nearest United States District Court.

Section 8.7 Independent Contractor. CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the CONSULTANT'S and CITY's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent CONSULTANT from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Director of Public Works
City of Colleyville
100 Main Street
Colleyville, TX 76034

If to CONSULTANT:

TranSystems Corporation d/b/a
TranSystems Corporation Consultants
Attn: Raul Pena III, PE, Senior Vice President
500 West 7th Street, Suite 1100
Fort Worth, TX 76102

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and CONSULTANT.

Section 8.10 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Texas..

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2014.

City of Colleyville, Texas

TranSystems Corporation
d/b/a TranSystems Corporation Consultants

By: _____
Jennifer Fadden
City Manager

By: _____
Brett A. Letkowski
Senior Vice President

ATTEST:

Title: _____

Approved as to form:

City Attorney

EXHIBIT A
 Glade Road Final Design – Section 2 and Section 3A (Bransford Rd. To Manning Dr.)
 City of Colleyville, Texas
 6/27/2014

BASE ESTIMATE

Design and Detailing Effort :

100 - PROJECT MANAGEMENT	\$	43,490.00	
200 - TOPOGRAPHIC SURVEY	\$	4,350.00	
300 - RIGHT-OF-WAY SURVEY	\$	88,970.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	30,340.00	
500 - TRAFFIC CONTROL PLANS	\$	36,235.00	
600 - ROADWAY PLANS	\$	113,575.00	
700 - RETAINING WALLS	\$	7,935.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	100,625.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUST	\$	18,285.00	
1000 - TRAFFIC ITEMS	\$	31,385.00	
1100 - EROSION CONTROL	\$	7,640.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	18,010.00	
1300 - PUBLIC MEETING	\$	17,140.00	
1400 - BID PHASE SERVICES	\$	10,855.00	
1500 - CONSTRUCTION PHASE SERVICES	\$	30,550.00	
		<u>Subtotal - TranSystems:</u>	\$559,385.00

Expenses :

Subconsultants:

Terracon	= \$	12,250.00	
The Rios Group	= \$	22,000.00	
		<u>Subtotal - Subconsultants:</u>	\$34,250.00

Other Expenses:

Mileage:

Surveyors	1000 miles @	\$	0.56	= \$	560.00	
Others	1750 miles @	\$	0.56	= \$	980.00	
Maps/Deed/Plats				= \$	100.00	
Property Corners/Stakes and Field Supplies				= \$	250.00	
Printing (reports and intermediate reviews)				= \$	2,500.00	
Printing/boards/handouts/etc. (Public Involvement)				= \$	5,000.00	
Misc. Expenses (Delivery Services, Overnight Mail, etc.)				= \$	500.00	
					<u>Subtotal - Other Expenses :</u>	\$9,890.00

Owner Contingency (10%) \$60,352.50

TOTAL COST: \$663,877.50

Scope of Services/Schedule
Glade Road – Final Design
June 24, 2014

PROJECT DESCRIPTION

Perform Phase I final design services, right-of-way services, public engagement and public meeting for Glade Road from Bransford Road to Manning Drive. Based on the recommendation developed during the preliminary engineering study the design will include:

- Roadway Section
 - From Bransford Rd. to Bedford Rd. the roadway will remain unchanged with the exception of the addition of sidewalk and trail.
 - From Bedford Rd. to Bluebonnet Rd. will be two lanes (one in each direction) with continuous left-turn lane.
 - From Bluebonnet to Manning Dr. will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
- Left-turn lanes
 - Glade Road west bound left-turn lanes; SH 26, Bedford Rd. Garry Lynne Dr., Stafford Dr.
 - Glade Road eastbound left-turn lanes; SH 26, Thompson Ter., Oak Timber Ct., Bluebonnet Rd.
- Intersections
 - Bedford Road will be realigned to the east to improve sight distance.
 - Roundabouts will be constructed at the Intersections of Glade Rd. at Bransford Rd. and Glade Rd. at Riverwalk Dr.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
 - Two (2) culverts will be extended or replaced
 - Bransford Rd. and Riverwalk Dr.
- It is assumed this project will be let as a single bid package.

TASK DESCRIPTIONS

100. Project Management

- Prepare monthly status report and invoice.
- Maintain project schedule.
- Design Team Meetings – Monthly progress meetings will be held with City staff and the TranSystems' team to review progress. These meetings will be held at City Hall. TranSystems will prepare the agenda and produce meeting minutes for each meeting. 8 meetings are assumed.
- Perform QA/QC – independent review of plans and specification prior to each mile stone submittal.

200. Topographic Survey

- Perform supplemental field surveys to determine location/elevation of key design features.

- Culvert flowlines, adjacent lakes or ponds, and existing pavement at tie-in points (driveways and side streets), fences, sidewalks, and other visible improvements, tie visible utilities, tie obscured areas from aerial flight data.

300. Right-of-Way Survey

- Research: Deed records, right-of way maps, plats and appraisal district tax records.
- Prepare, mail and track right-of-entry (ROE) letters.
- Locate additional property corners for proposed right-of-way acquisitions.
- Set property corners for proposed right-of-way acquisitions.
- Prepare deed sketch and boundary analysis for proposed right-of-way acquisitions.
- Develop parcel maps and legal descriptions.
- Perform QA/QC

400. General – Plans, Specifications and Estimates

- Prepare title sheets.
- Prepare project layout sheet showing overall project, project control and layout of plan and profile sheets. The following information shall be indicated for each control point identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); descriptive location, Northing, Easting and Elevation, in an identified coordinate system, and a referred bearing base and scale factor. Scale: 1" = 400'
- Develop existing and proposed typical sections for Glade Rd. and side streets.
- Develop plan general notes for items not cover by the City's standard specifications.
- Prepare quantity summary sheet to show overall project quantities by item and associated City standard specification or TxDOT standard specification.
- Prepare opinion of probable cost for milestone submittals and final packages
- Assemble project manual and technical specifications. TxDOT standard specification will be used to supplement the City standard specifications.

500. Traffic Control Plans

- The traffic control plan will typically consist of two major phases with minor steps in each phase. In each phase Glade road will be reduced to one-way traffic with a detour for traffic in the opposite direction. Glade Road will be closed and detoured during construction in the area of Bluebonnet Dr..
- Develop supplemental traffic control drawings as needed for review and approval by the City Engineer. These drawing would include plan view layouts and typical sections.
- Detour plans will be developed for each construction phase and the Bluebonnet Dr. closing for review and approval by the City Engineer.
- Provide a written summary of the distinct phases to take place during construction operations to include road and/or lane closures, limited access to adjacent properties, driveway phasing and limited access to pedestrian and bicycle traffic.

600. Roadway Plans

- Alignment and control data sheets. The following information will be included on these sheets station and coordinate data for all horizontal alignment elements such as P.C.'s, P.T.'s, P.I.'s and curves.
- Removal sheets will show the location, limits and quantity of items being removed.
- Roadway plan and profile sheets will show proposed horizontal roadway alignments, existing and proposed ROW, existing sidewalk to remain and proposed sidewalks, driveways, proposed lane dimensions and lane arrows, city owned and franchise utilities, and existing roadway vertical alignments (profiles). Alignment and station data for all horizontal alignment

P.C.'s, P.T.'s, P.I.'s; station and elevation data of all proposed vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required. Scale: 1"=40'

- Roadway design cross section will be provided at 50 foot intervals and critical locations determined during design. Cross sections will include existing ground, proposed improvements, roadway centerline, existing and proposed right-of-way, offsets and elevations to key points on each section.
- Roundabout layout and design. (Bransford Rd. and Riverwalk Dr.)
 - o A horizontal geometric layout sheet which will include northing and easting coordinates to critical points, radius dimensions, lane and sidewalk dimensions.
 - o Profile sheet showing truck apron, inscribed circle and approach profiles.
 - o Grading plan will be developed showing proposed contours, pavement cross slopes and spot elevations at critical.
 - o Design checks. Horizontal Geometry (ϕ angle between each entry and exit leg, entry and exit path overlap, look back angle at each yield line, sight distance analyses per NCHRP 672). Verify compliance with fastest path analysis per NCHRP672. Verify turning movement of design vehicle using AutoTURN (minimum design vehicle - fire truck and/or school bus)
- Driveway Details will consist of a cross section at each driveway showing proposed slopes, offsets and elevations. Width and curb return radii will be shown on the roadway plan and profile in table form.
- Miscellaneous details consist of special details not covered by City or TxDOT standard details.

700. Retaining Wall

- Retaining Wall Layouts will show plan and profile of each wall with elevations for top of wall, top of sidewalk and bottom of wall. Two (2) combination sidewalk-retaining walls are assumed, one at the Bransford roundabout and one at Bluebonnet Dr.
- Retaining Wall Details. The face of retaining walls will have a stone faux finish either by concrete form liner or stone veneer.

800. Hydrologic and Hydraulic Analysis

- Drainage area map with supporting runoff computations in tabular format.
- Design enclosed storm drain systems and drainage swales. Analysis of connecting downstream drainage systems.
- Storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- Storm drain computations.
- Analysis and design of two (2) proposed culverts. Size proposed culverts and determine alignment, length and upstream/downstream channel limits.

900. Water and Sanitary Sewer Relocations and Adjustments

- Prepare plan and profiles for 2300 linear feet of water line relocation.
- Prepare plans for minor utility adjustments. This includes water valves and meters, fire hydrants, sanitary sewer cleanouts and manholes.

1000. Traffic Items

- Illumination
 - o Assist the City in the selection of desired lighting fixtures.

- o Assist the City in determining location of pedestal services and coordinating electrical service with the local power company.
- o Prepare illumination plans including voltage drop calculations and cable and conduit summaries
- Prepare pavement marking plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices. This includes signing for the Bransford and Riverwalk roundabouts.
- Prepare signing plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices. This includes signing for the Bransford and Riverwalk roundabouts.

I 100. Erosion Control

- Prepare erosion control plans. The plans will show location and type of erosion control devices, tables for recording device maintenance, area being disturbed, existing and proposed direction of flow.
- Erosion control notes outlining type and schedule of routine maintenance.
- Select and apply appropriate standards.

I 200. Franchise Utility Coordination

- Prepare plans identifying potential conflicts with franchise utilities.
- Prepare for and attend monthly utility coordination meetings. Twelve (12) meetings are assumed.

I 300. Public Meeting

- Prepare for and attend one(1) public meeting
- Prepare exhibits for public meeting

I 400. Bid Phase Services

- Prepare addenda as necessary.
- Prepare for and attend Pre-bid meeting. Attend bid opening.
- Prepare bid tabulation. Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Prepare conformed construction documents (plans and contract manual).

I 500. Construction Phase Services

- Attend preconstruction conference.
- As requested by the City provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.
- Respond to contractor Requests for Information (RFI).
- Review shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction
- Review contractor pay requests.

I 600. Geotechnical Investigation – Subconsultant

- The detailed geotechnical investigation will supplement the preliminary investigation performed during the preliminary engineering phase. The geotechnical investigation will provide pavement design for both asphalt pavement and concrete pavement. Recommendations will be given for slope stability and excavation requirements in the area of Bluebonnet Dr.

I 700. Level A Subsurface Utility Engineering (SUE) – Subconsultant

- Level A SUE - Expose and locate utilities at specific locations, tie horizontal and vertical location of utility to survey control, provide utility size and configuration.
- Up to 12 test holes. 7 in paved areas and 5 outside of paved areas

I 800. Public Engagement – Subconsultant

- Strategic communications advice and counsel on all public engagement efforts.
- Assistance with planning of special events and stakeholder meetings. For this phase of the project, we currently anticipate one (1) public to update the public on preliminary design results, introduce the final design for Sections 2 and 3A and present construction plans to the public. Cooksey staff would assist with public outreach prior to the meeting, review and consultation on all presentation materials, displays and handouts, arrangement of meeting logistics, registration of attendees, and provision of snacks and beverages.
- Attendance at City Council worksessions and meetings to observe project-related discussions and advise/assist the project team and city with development of updates for the public and media. We currently anticipate several more worksessions and/or City Council meetings over the coming months.
- Development and distribution of periodic project e-updates, including project e-mails or e-newsletters, and social media updates. These would be prepared to be used both in project-specific channels and the city's channels (in coordination with city staff).
- Planning and development of pre-construction and initial construction-related communications for Sections 2 and 3A, including announcements of anticipated road closures, updates on detours and alternate route maps, creation of materials for distribution to schools, churches, businesses, residents and other key stakeholders, and distribution of other timely, critical public information as needed.
- Daily monitoring of project e-mail/website/social media and preparation of responses to information requests from key stakeholders.
- Regular updates to project website, including creation of new status reports, updates to home page and interior pages, and development of updated site documents such as FAQs and fact sheet.
- Interfacing with website designer/programmer to maintain and update site programming, design and CMS (content management system) functionality as needed.
- Ongoing maintenance and updates to key stakeholders list, including e-newsletter subscription database and list of property owners, key public officials, civic groups and others in the community who should receive periodic project updates.
- Proactive and responsive media relations, including identification of opportunities; development and distribution of media advisories, press releases and story pitches as warranted; facilitation of interviews and media meetings; and development of guest articles/op-eds, as appropriate.
- Development of media/public communications materials, including press kits, fact sheets, meeting handouts, etc.
- Media preparation for key spokespersons, as needed.
- Issues management and/or crisis communications, as needed.
- Regular meetings/conference calls with client to review objectives and report on results.
- Coordination of all communications efforts between TranSystems and the city.
- Monitoring of website metrics (web traffic, points of entry, page views, etc.)

2000. Phase II

- Scope and fee for Phase II services are not included but will be amended to this contract once the City Council determines the scope of improvements for the remaining sections of Glade Road.
- Phase II - Roadway Section include:
 - From the western city limits to Bransford Rd. will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - From Manning Dr. to Jackson Pool Rd. will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - From Jackson Pool Rd. Heritage Ave. will be two lanes (one in each direction) with median and left-turn lanes at the side streets listed below. Medians will be paved with color stamped concrete and mountable curb. An additional west bound lane will be added between Heritage Ave. and Roberts Rd.

Assumptions

- Plan sheets will be 22"x34" full size and 11"x17" half size.
- Drawings will be prepared in MicroStation format.
- City of Colleyville standard contract documents and technical specifications will be used.
- Retaining walls are City standard combination sidewalk-retaining walls. No special design.
- Does not include analysis of detention ponds or the design of detention.
- Storm drain design assumes the either City or TxDOT standard inlets will be used.
- Does not include modeling or formal submittals to FEMA for studied tributaries Little Bear 1 and Little Bear 2.
- Does not include preparation of the contractors SWPPP.
- Franchise utility coordination will be limited to identifying potential conflicts and a monthly meeting with franchise utility companies. Design of franchise utility relocations is not included.
- Includes bid phase services for Bid Packages No. 1 and No. 2. Subsequent bid packages will require supplemental agreement.
- Does not include landscaping design or plans.
- Does not include irrigation design or plans.

Schedule (Attached)

Milestones

- 30% Plans
- Roundabout Design Check Submittal
- Franchise utility conflict plans
- 60% Plans
- 90% Plans
- Final Plans

RESOLUTION R-13-3597

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 19, 2013

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 February 5, 2013
 - b. Approval of the minutes of the City Council Worksession of January 29, 2013
 - c. Approval of a lease-purchase agreement with Baystone Financial Group / Kansas State Bank through the Houston-Galveston Area Council of Governments Purchasing Co-Operative (HGAC), for the lease of a Ford F-450 Frazer ambulance, in the amount of \$209,425, and authorize the Mayor to execute all agreements
 - d. Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
 - e. Authorization for the city manager to negotiate an Engineering Services Agreement with Transystems Corporation, for the preliminary design of improvements to Glade Road between the west city limits and Heritage Avenue, in an amount not to exceed \$793,639
 - f. Approval of an amendment to a Professional Service Agreement with Schrickel, Rollins and Associates, Inc., for the design of a portion of the Pleasant Run Trail between The Village and Bogart Drive, to add the design of improvements to Pleasant Run Road, in an amount not to exceed \$46,355, and authorize the city manager to execute the amendment

AND IT IS SO RESOLVED.

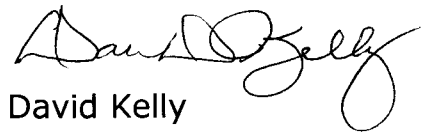
APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0
ABSTENTIONS ON THIS THE 19TH DAY OF FEBRUARY 2013.

ATTEST:



Amy Shelley
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4f

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Resolution

Department Public Works

Title

Approval of a Local Project Advance Funding Agreement for a Transportation Enhancement (TE) Project, and Surface Transportation Program Metro Mobility (STP-MM) On-System Project, and authorize the mayor to execute the agreement

Explanation

Reading and Public Hearing

On November 16, 2012, staff submitted an application (attached) for a Transportation Enhancement (TE) Project grant to the North Central Texas Council of Governments (NCTCOG) requesting funding for a 10-foot wide trail and other pedestrian enhancements along both sides of the SH26 (Colleyville Boulevard) corridor from John McCain Road to Cheek-Sparger Road in the amount of \$2,632,120. The grant was approved for \$1,273,004, primarily due to the fact that funding had not been identified for reconstruction of a portion of SH26 from Hall-Johnson Road to Cheek-Sparger Road. The awarded grant requires the City to provide a 20 percent match of \$318,215.

Subsequent to the award of the grant, the City requested that the available federal and state funding for the SH26 reconstruction be shifted to the section of SH26 from Hall-Johnson Road to Brown Trail, a distance of approximately 2.4 miles. In a separate request, dated January 24, 2014 (attached), the City asked that the TE Project be reduced in scope from a 10-foot wide bike and hike trail to an eight foot wide pedestrian trail. The limits of the revised scope are illustrated on Attachment 3, "Letter to TxDOT requesting change in scope of Enhancement Grant." This request was made because additional right-of-way would be required and extensive retaining walls would have to be constructed in order to comply with Federal Highway Administration (FHWA) design standards for bike and hike trails. Downsizing the trail to an eight foot wide pedestrian trail removed most of the onerous federal design standards and eliminated the need for additional right-of-way. On April 22, 2014, TxDOT approved the City's request to reduce the scope of the TE Project as described above. A copy of that approval letter is attached.

The attached Local Project Funding Agreement stipulates that TxDOT will award and manage the project, and that any cost overruns beyond the approved amount are the responsibility of the City. Upon receipt of the City Council resolution approving this Local Project Funding Agreement, TxDOT will complete the agreement and return it to the City for execution.

Financial Impact

The City is responsible for 20% of the cost of the enhancement project, estimated to be \$318,251. Funding is available in the Tax Increment Financing (TIF) fund.

Recommendation

Approve

Attachments

1. Local Transportation Project Advance Funding Agreement
2. Transportation Enhancement Project Grant Application
3. Letter to TxDOT requesting change in scope of Enhancement Grant
4. TxDOT letter approving scope change

CSJ # 0363-01-139
District # 02-Fort Worth
Code Chart 64 #09100
Project: SH 26; Pedestrian and four lane divided
Federal Highway Administration
CFDA #20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ENHANCEMENT (TE) PROJECT
AND
SURFACE TRANSPORTATION PROGRAM -METRO MOBILITY (STP MM)
(ON-SYSTEM)**

This Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Colleyville, acting by and through its duly authorized officials called the "Local Government".

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Transportation Enhancement Program for the project which is briefly described as downtown Colleyville Pedestrian facility project, called the Project; and

WHEREAS, the Texas Transportation Commission (the Commission) passed Minute Order Number 113642 dated July 25, 2013 awarding funding for projects in the 2012 Program Call of the Transportation Enhancement Program, including the Project; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113948 that provides for the development of, and funding for, the STP-MM Project described herein; and,

WHEREAS, the rules and procedures for the selection and administration of the Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, which is attached to and made a part of this LPAFA as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

The termination of this LPAFA shall extinguish all rights, duties, obligations, and liabilities of the State under this LPAFA. This LPAFA shall be terminated under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described in this LPAFA.

- A.** If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- B.** If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- C.** A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A project may be eliminated from the program if:
 - 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
 - 2. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
 - 3. The Local Government withdraws from participation in the Project.
 - 4. This is a construction project and construction has not been let by August 31, 2016.
 - 5. This is not a construction project and project activities have not been completed by N/A____, 20____.
 - 6. The State determines that federal funding may be lost due to the Project not being implemented and completed.
 - 7. Funds are not appropriated, in which case this LPAFA shall be terminated immediately with no liability to either party. Payment under this LPAFA beyond the current fiscal biennium is subject to availability of appropriated funds.
 - 8. The Local Government fails to attend progress meetings at least twice yearly, as scheduled by the State.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work, Use of Project, and Project Location

The scope of work for the Transportation Enhancement Project, which is shown in Attachment B, the Project Location Map, described in the nomination form and as approved by the Texas Transportation Commission, consists of: constructing an eight foot wide concrete pedestrian facility with amenities and landscaping along both sides of SH 26, approximately the length of the path is 4.8 miles. The path will connect the downtown business district with The Village at

Colleyville, where City Hall and the Public Library are located. The purpose of this Transportation Enhancement project is to connect paths to the many other paths that will provide continuous linkage between the City's schools, parks, Civic Center and other community facilities. The STP-MM project, consists of: reconstructing four lane undivided to four lane divided with median, curb and gutter from Hall-Johnson to Brown Trail.

Any project changes proposed must be submitted in writing by the Local Government to the State. Changes may also require an amendment to the LPAFA and the approval of the Federal Highway Administration (FHWA), the State, or the Commission. Any changes undertaken without written approval and agreement amendment may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

Right of way and real property acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement unless otherwise provided below:

- A.** Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the Project site under this LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- B.** The Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- C.** The Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- D.** The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and before federal spending authority is approved.
- E.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- F.** The Local Government agrees to make a determination of property values for each real property parcel to be purchased with federal funds by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the

appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market value.

- G.** Condemnation shall not be used to acquire real property for this enhancement Project.
- H.** Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined fair market value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Any costs associated with the relocation of displaced persons and personal property, as well as incidental expenses incurred in acquiring property to implement a TE project, will be the responsibility of the Local Government and current property owner at no cost to the State.
- I.** If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of time commensurate with the federal investment, but not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.
- J.** The Local Government agrees to execute individually or produce a legal document as necessary to provide for the Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- K.** Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR 710 and 49 CFR 18, and with the procedures provided in the State's Local Government Project Procedures manual. The Local Government agrees to monitor the Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the federal funds, as appropriate.
 - 1. The Local Government agrees to the review of their Project accounts and site visits by the State during the development of the Project at any time;
 - 2. Upon Project completion, the State will continue to perform periodic visits to confirm the Project's continued use and upkeep.
- L.** Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work, unless specified in the Transportation Enhancement Nomination form and approved by the State. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

7. Environmental Assessment and Mitigation

- A.** Environmental assessment and mitigation will be carried out as stated in the Master Agreement, unless otherwise specified in the Transportation Enhancement Nomination form and approved by the State. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nominating form and approved by the State.
- B.** Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all environmental problems have been remediated. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Architectural and Engineering Services

Architectural and engineering services will be provided by the State. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and the Local Government will be seeking reimbursement for these services; and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

- A.** The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two American Association of State Highway Transportation Officials' (AASHTO) publications, "*A Policy on Geometric Design of Highways and Streets*" and "*Guide for the Development of Bicycle Facilities*," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and*

Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by the State in writing in advance.

- B. When architectural and engineering services are provided by or through the Local Government, the Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review any time prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. When architectural and engineering services are provided by or through the State, then the following applies:
The State is responsible for the delivery and performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the Project purposes. The State will cooperate fully with the Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

9. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- C. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- D. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this LPAFA will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.
- F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

10. Project Maintenance

- A.** Upon completion of the Project the Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should the Local Government at any time after Project completion decide it can no longer maintain and operate the Project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction detailing any required recapture must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the State for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from the Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B.** Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.
- C.** Should the Local Government derive any income from the development and operation of the Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property, shall be set aside for future maintenance. A project income report shall be submitted to the State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures established under OMB-133 and with the property management standards established in Title 49 CFR §18.32.
- D.** Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of the Project.

11. Local Project Sources and Uses of Funds

- A.** A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The

Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this LPAFA for which reimbursement will be provided by or through the State, the Local Government must complete training *in Local Government Procedures Qualification for the Texas Department of Transportation* before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the budget provided in the project nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by state and local sources, as well as the maximum amount in federal Transportation Enhancement Funds assigned by the Commission to the project. The parties agree that this agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, FPAA, or other federal document.
- D.** The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses.
- E.** The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
- F.** Following execution of this LPAFA, but prior to the performance of any review work by the State, the Local Government will pay to the State the amount sufficient to cover the estimated cost for the State's review. The Local Government shall advance to the State zero percent (0%) of the State's administrative and associated cost for review of the plans, specifications, and estimate. The Local Government must also advance to the State zero percent (0%) of the Project's estimated preliminary engineering cost, if the State is administering the architectural or engineering contract. The estimated amount of this advance for this Project's preliminary engineering is \$0.00, in cash. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government must advance to the State zero percent (0%) of the State's administrative and associated costs for letting and construction. The Local Government shall also remit its remaining financial share for the Project's estimated construction and construction engineering costs if the State is letting the project. The amount to be advanced for this Project's Construction is estimated to be \$0.00, in cash.

- G.** In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government is responsible for twenty percent (20%) of the authorized Project cost and one hundred percent (100%) of any overruns of the TE federally authorized amount. The Local Government is responsible for zero percent (0%) of the authorized Project cost and one hundred percent (100%) of any overruns of the STP-MM federally/state authorized amount for the pedestrian and betterment items. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J.** In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- K.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal Regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- L.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this LPAFA or indirectly through a contract or subcontract under this LPAFA. Acceptance of funds directly under this LPAFA or indirectly through a contract or subcontract under this LPAFA acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- M.** The State will not pay interest on any funds provided by the Local Government.
- N.** The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.

- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

12. Inspection of Books and Records

The parties to this LPAFA shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this LPAFA and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the agreement period and for four (4) years from the date of completion of work defined under this LPAFA or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this LPAFA for the purpose of making audits, examinations, excerpts, and transcriptions.

13. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

15. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar format. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in which the activity will be completed in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

16. Incorporation

The Master Agreement is incorporated into this LPAFA as if fully set forth in this LPAFA.

17. Insurance

If this LPAFA authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this LPAFA, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this LPAFA shall require any party to a contract, subcontract, or purchase order awarded under this LPAFA to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. Civil Rights Compliance

The Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

20. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-

assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

CSJ # 0363-01-139
District # 02-Fort Worth
Code Chart 64 #09100
Project: SH 26; Pedestrian and four lane divided
Federal Highway Administration
CFDA #20.205
Not Research and Development

- B.** If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C.** If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the LPAFA, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

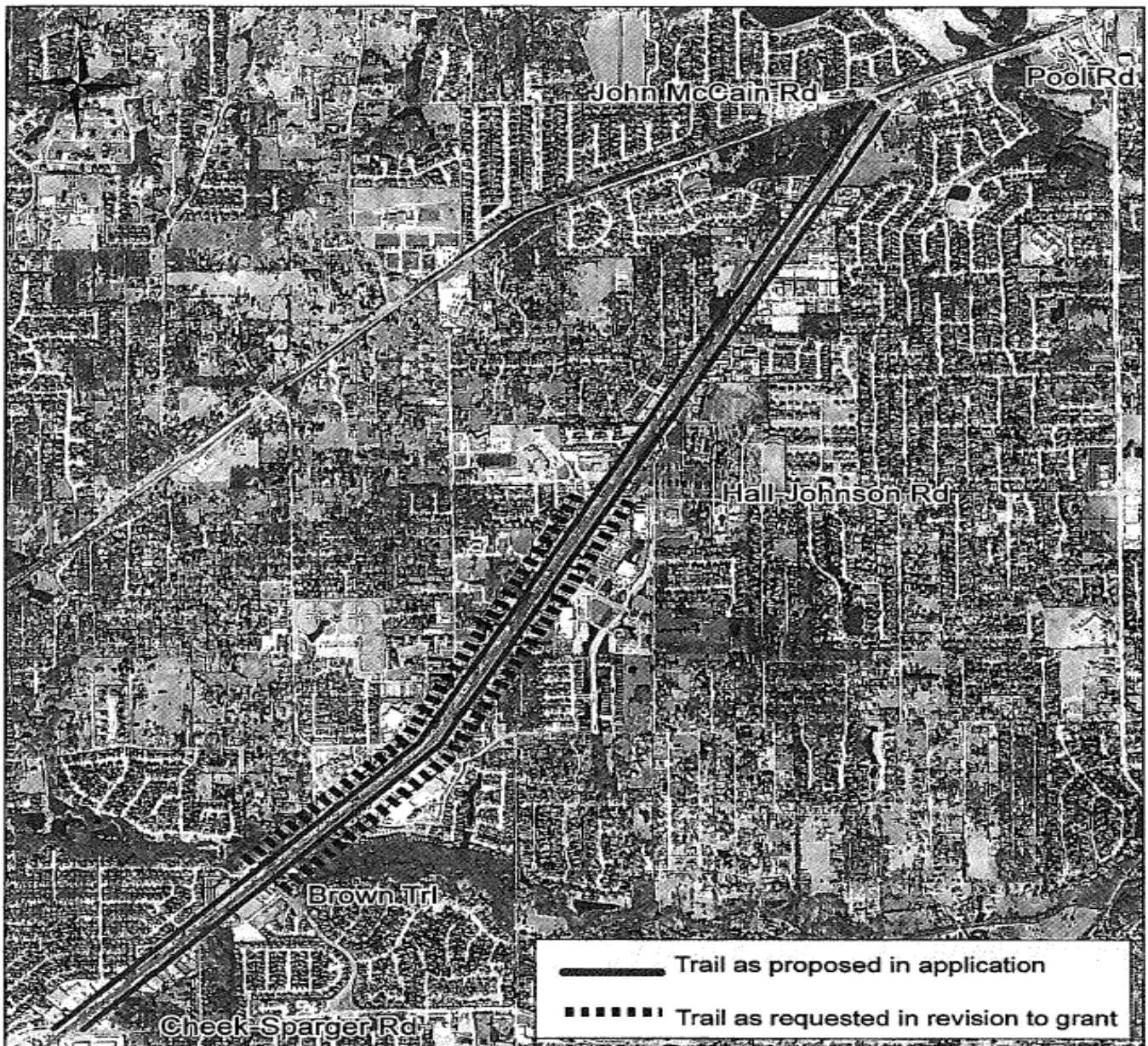
Date

CSJ # 0363-01-139
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**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

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**ATTACHMENT B
PROJECT LOCATION MAP**



**Transportation Enhancement Project
Revision Request**

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District # 02-Fort Worth
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
On-System Standard AFA Budget Page – for TE Projects Budget Estimate -
State Performs PE Work or Hires Consultant / TxDOT Lets Project to Construction Contract

Description of Project Cost to be incurred:	Total Estimated Cost = Authorized Amount	Federal Participation (80% or <) Max TE \$ 3,199,312		State Participation = 0		Local Participation (20% or greater)	
Locals: Retain their match for any services listed below, when they administer those services.		%	Cost	%	Cost	%	Cost
Engineering	\$581,067	0%	\$0	0%	\$0	100%	\$581,067
Subtotal by Local Gov't	\$581,067	0%	\$0	0%	\$0	100%	\$581,067
TxDOT Administrative cost incurred - PE:							*Due within 30 days
TxDOT - PE Phase – Direct State Cost	\$23,243	0%	\$0	100%	\$23,243	0%	*\$0
TxDOT Administrative cost incurred - CE:							**Due 60 days prior
TxDOT - Construction Phase – Direct State Costs	\$546,306	80%	\$437,045	20%	\$109,261	0%	\$0
Direct Project Construction COST							
Construction Contract – TE phase	\$1,591,255	80%	\$1,273,004	0%	\$0	20%	\$318,251
Construction Contract – STP-MM phase	13,657,643	80%	\$10,926,115	20%	\$2,731,528	0%	\$0
Subtotal Construction	\$15,248,898		\$12,199,119		\$2,731,528		**\$318,251
TOTAL	\$16,399,514		\$12,636,164	0%	\$2,864,032	20%	\$899,318

The Estimated Total Participation by the Local Government is \$899,318.00, plus 100% of overruns. Payment of the Local's share of TxDOT's ADM PE Cost to be incurred is \$0.00. Payment of the Local's share of TxDOT's ADM Cost for Construction and Direct Project Construction Cost to be incurred is \$318,251.00, due 60 days prior to the Construction contract being advertised for bids. This is an estimate. The eligible percent of required local match as stated in the nomination is 20% or greater. The final amount of Local Government participation will be based on actual costs and values. The Maximum TE federal funds available for the project are \$1,273,004.00.



TRANSPORTATION ENHANCEMENT PROGRAM NOMINATION FORM 2012

Additional information can be found in the Transportation Enhancement Program Guide:
www.txdot.gov/business/governments/te.htm

1. Project Name

Downtown Colleyville Bicycle and Pedestrian Trail

2. Project Location

Colleyville, Texas

County: Tarrant ▼

TxDOT District: Fort Worth ▼

Project Limits (point to point): SH26 from John McCain Rd To Cheek Sparger Rd

Project Length (feet/miles), if applicable:

Building Dimensions, (size in square feet), if applicable: 10 foot trail with two foot shoulders on both sides

State of Texas/Legislature

House of Representatives

District #: 92

Name: Todd Smith

District #: 98

Name: Vicki Truitt

District #:

Name:

State Senate

District #: 10

Name: Wendy R. Davis

District #: 12

Name: Jane Nelson

District #:

Name:

Federal Congressional

House of Representatives

District #: 24

Name: Kenny Marchant

District #: 26

Name: Michael C. Burgess

District #:

Name:

3. Qualifying Category

(1) Provision of Facilities for Pedestrians and Bicycles ▼

4. Nominating Entity

City ▼

5. Nominating Entity Contact Information

Contact Person: Bob Lowry
Title: Public Works Director
Mailing Address: 100 Main Street
City: Colleyville
Zip Code: 76034
Daytime Telephone: 817-503-1096

State: Texas
Fax: 817-503-1099
Email: blowry@colleyville.com

6. Project Description

(Limited to 3500 Characters with spaces)

The City of Colleyville proposes constructing two 10 foot wide multi-use concrete pedestrian and bicycle trails with amenities and landscaping along both sides of State Highway 26 through Colleyville. Total length of the trails is approximately 7.9 miles. The trails will connect the downtown business district with the The Village at Colleyville, where the City Hall and Public Library are located. The trails will also connect on the north end to the Cotton Belt Trail which continues north into the City of Grapevine and south to the City of Hurst. The trails will be constructed in already acquired TxDOT right-of way.

The Colleyville Trails Master Plan will eventually connect these major north-south trails to the many other trails that will provide continuous linkage between the city's schools, parks, civic center and other community facilities. SH26 is the major north-south corridor through the City and bisects the central business district. It is currently being widened from four lanes to six lanes the entire length of the City and this proposed enhancement will change the character of the road so that it is not just a road through the City, but a road to a destination called Colleyville. These trails will not only help to create a much more pedestrian and bicycle friendly community, but it will enhance economic development by reducing traffic congestion and providing more options for the public to access the retail shops and businesses that front SH26.

The proposed trails will comply with all ADA and TxDOT standards, and scattered along the trails will be rest nodes with benches and other amenities where walkers and cyclists can stop and rest, or just relax and enjoy the sunset.

The first phase of the SH26 reconstruction project through Colleyville (CSJ036301136 - from Pool-Brumlow Road to south of John McCain Road) began in July 2012 and is expected to take 22 months to complete. City staff has discussed the possibility of constructing the trails as a change order to the highway reconstruction project and gotten a favorable response from TxDOT (Brian Barth). This would ensure completion of the Phase 1 trails in a timely manner. Phase 2, from south of John McCain to Hall Johnson Road (CSJ03631114), is scheduled for letting in 2014 and that portion of the trails could also be constructed with the road. The remainder of the trails can also be constructed concurrently with the remainder of the SH26 reconstruction.

This project will provide:

- a. A safer route for pedestrians and bicyclists of all ages
- b. An alternate off-road route for non-motorized vehicles
- c. Connections to neighborhoods, parks, public facilities and the downtown
- d. Boost to economic development
- e. Promotion of a healthier lifestyle

7. Project Information

Directional Maps, Site Maps, General Floor Plans, and Photographs
(Label Attachment as 'Project Information - Attachment A')
(No more than 10 pieces)

8. Official Local Government Funding Resolution

(Label attachment as 'Certification of Funding and Support - Attachment B')
(No more than 10 pieces)

9. MPO Letter of Support (if applicable)

(Label attachment as 'MPO/COG Letter of Support - Attachment E')
(No more than 10 pieces)

10. Evidence of Public Involvement and Support

(Label attachments as 'Evidence of Public Involvement and Support - Attachment C')

(No more than 10 pieces)

A. Attach letters of support and other documentary evidence of public interest.

(No more than 10 pieces)

B. Provide dates and information about public meetings and events held to discuss the project.

(Limited to 1,640 Characters with spaces)

1. Letter from Colleyville Mayor David Kelly requesting sidewalks be added to the SH26 reconstruction project

2. Summary of comments made at Focus Group Meetings that were were held on November 5, 2009 and November 10, 2009, to obtain input for the development off the 2011 Parks, Recreation and Open Space Master Plan.

C. Ranking by Nominator

1

of

1

11. Property Ownership and Acquisition Information

(Label attachments as 'Property Ownership and Acquisition Information - Attachment D')

(No more than 10 pieces)

All proposals must provide documentation of the Nominator's property rights by title of ownership, lease, or easement for all property within the project limits.

Is the property needed for the project already acquired? ☐ Yes ☐ No

If No - How will it be acquired? Describe. (Include commitment letter by current owner that the property's interest will be transferred upon approval)

If Yes - When was the property acquired and how? Describe.

All right-of-way needed for the project has already been acquired by TxDOT as part of the SH26 reconstruction project.

Was the property acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act? ☒ Yes ☐ No

12. SHPO Certificate of Eligibility - National Register of Historic Places (if applicable)

(Contact the State Historic Preservation Officer through THC)

(Label attachment as 'SHPO Certificate of Eligibility - Attachment F')

13. Scenic Easement/Historic Site Designation (if applicable)

Projects proposing acquisition of scenic easements and scenic or historic sites, must provide documentary evidence from the appropriate city, county, state or national entity indicating official designation. (Label attachment as 'Scenic Easement/Historic Site Designation - Attachment G')

14. Evaluation of Work Involving Environmental Mitigation (if applicable)

Projects proposing environmental mitigation must provide documentary evidence from the Texas Commission on Environmental Quality or the Texas Parks and Wildlife Department indicating their technical evaluation of the project.

(Label attachment as 'Evaluation of Work Involving Environmental Mitigation - Attachment H')

15. Railroad Right of Entry Letter/Agreement (if applicable)

Projects proposing to encroach or cross railroad right of way, must include documentary evidence from the railroad granting a right of entry or an executed encroachment agreement.

(Label attachment as 'Railroad Right of Entry Letter/Agreement - Attachment I')

16. Local Bicycle Plan (if applicable)

Projects proposing to build facilities for bicycles must include documentary evidence from the city or county stating that the project has been included in the entity's bicycle plan, if applicable, or the bicycle element of the transportation component of the entity's comprehensive plan.

(Label attachment as 'Local Bicycle Plan - Attachment J')

17. Projected Time Estimate

Estimate the amount of time it will take to complete the project from start to finish. Approximate the time required for each activity. The activities can run concurrently causing the total time to be different from the total of the activities. Consider time for (but not limited to):

Months

Planning Activities
(Executing contract, hiring consultant, planning, schematic and design, utility relocation, etc.)

Environmental Clearance
(Assessments, possible mitigation for Hazardous Materials, permits, review by THC, COE, etc.)

ROW Acquisition
(Surveying, appraisals, title transfer, clearance...)

Project Design and Plan Preparation of PS&E Package
(Including PS&E Review by TxDOT District, Austin Divisions, TDLR, and other agencies...)

Project Construction/Implementation
(Advertising/hiring contractor, demolition, construction, inspection...)

Other

Projected Time in Months

18. Maintenance and Operations

Estimate maintenance and operations costs of the project. If applicable, determine the amount of any anticipated income derived from the project. (yearly basis)

Maintenance \$ 40,000

Operations \$

Income \$

Identify all parties responsible for the maintenance and operations of the project:

Maintenance will be performed by City of Colleyville staff and contractors (mowing)

19. Project Budget Summary

List all construction costs to be incurred by the nominating entity on pages 6-8 for a complete itemized cost estimate. **Generally, preliminary engineering (including planning, design, and plans, specifications, and estimates) are not allowable costs.**

Total Construction Costs:	1.	2,861,000
Planning Costs (Category 2, 4, 9, 10 Only):	2.	0
Right of Way Costs (Category 3 Only):	3.	0
Subtotal of Expenses (Line 1 - Line 3):	4.	2,861,000
TxDOT Administrative Expenses (15% of Line 4)	5.	429,150
Total Project Cost:	6.	\$3,290,150
Local Match:		
20% of Total Project Cost (Line 6)	7.	\$658,030
Federal Funds Requested:	80% of Line 6	8. \$2,632,120

The minimum amount of local cash match required is 20%. Sponsors are not limited in their maximum local match. If a larger local match is provided, please adjust the percentages accordingly.

20. Project Commitment

By submitting an application, the nominating entity commits that if this project is selected for funding, it will be brought to a successful bid award within four years from selection. The construction plans for this project are currently:

- ☐ Complete
☐ % Complete
☒ Not Started

Signature
Printed Name
Date

The nomination form must be signed by a representative of the local entity that has signature authority.

Complete nomination packages must be received at the district by the final due date and include one signed original, three additional copies and three CDs containing an electronic file of the nomination form in a Microsoft Windows Excel 2010 format (.xlsm), including PDF versions of all attachments.

**FINAL SUBMISSION DUE DATE FOR ALL DOCUMENTATION
Friday, November 16, 2012 by 5:00pm CST**

Subtotal:	\$2,861,000
------------------	--------------------



Integrity ★ Service ★ Innovation

January 24, 2014

Texas Department of Transportation (TxDOT)
Fort Worth District Office
ATTN: Phillip Hays
2501 S W Loop 820
Fort Worth, Texas 76133

RE: Transportation Enhancement Project, SH 26 Trail and Amenities

Dear Mr. Hays:

As a follow up to our recent meeting on the SH 26 reconstruction project, the City of Colleyville is requesting some changes be made to the Transportation Enhancement Project that we were recently awarded. The basis for this request is twofold. First, the amount of the award was significantly less than was requested, necessitating a change in the project limits. Second, the available right-of-way (ROW) will not accommodate a ten foot wide trail without significant waivers, and even with those waivers, it will require a retaining wall for much of the project that would defeat the purpose of making the corridor more pedestrian friendly. Therefore, a change in scope is necessary.

The original request was for a ten foot wide trail with two foot shoulders on both sides of SH 26 from John McCain Road to Cheek Sparger Road, with the intent being to construct the trail in connection with the highway reconstruction project. The Regional Transportation Council (RTC) recently approved a modification to the Transportation Improvement Program (TIP) that reallocated the available roadway funding from the segment between John McCain Road and Hall-Johnson Road to the segment between Hall-Johnson Road and Brown Trail. Therefore, it is the City's desire to move the Enhancement funding to the same section. The City is working with TxDOT to identify a funding source for the reconstruction of the section from Hall-Johnson to John McCain, but absent that funding, the trail in that section may not be constructed. Attached is a map indicating the trail limits originally requested in the application, as well as the proposed new limits.

When TxDOT acquired the ROW for the reconstruction project, a maximum of 15 feet on each side of the road was purchased, and in some cases less than that amount. In order to include utility poles in the ROW and maintain the required five foot offset to the roadway and the two foot clearance to objects (signage, retaining walls, etc.), additional ROW will be required. In some cases acquiring that additional ROW will result in purchasing entire buildings – a cost prohibitive alternative. Therefore, it is requested that the City be allowed to construct an eight foot wide sidewalk in lieu of a ten foot wide trail.

In summary, this request is to change the limits of the trail to be from Hall-Johnson to Brown Trail, as shown on the attached map, and to change the scope from a ten foot trail to an eight foot sidewalk.

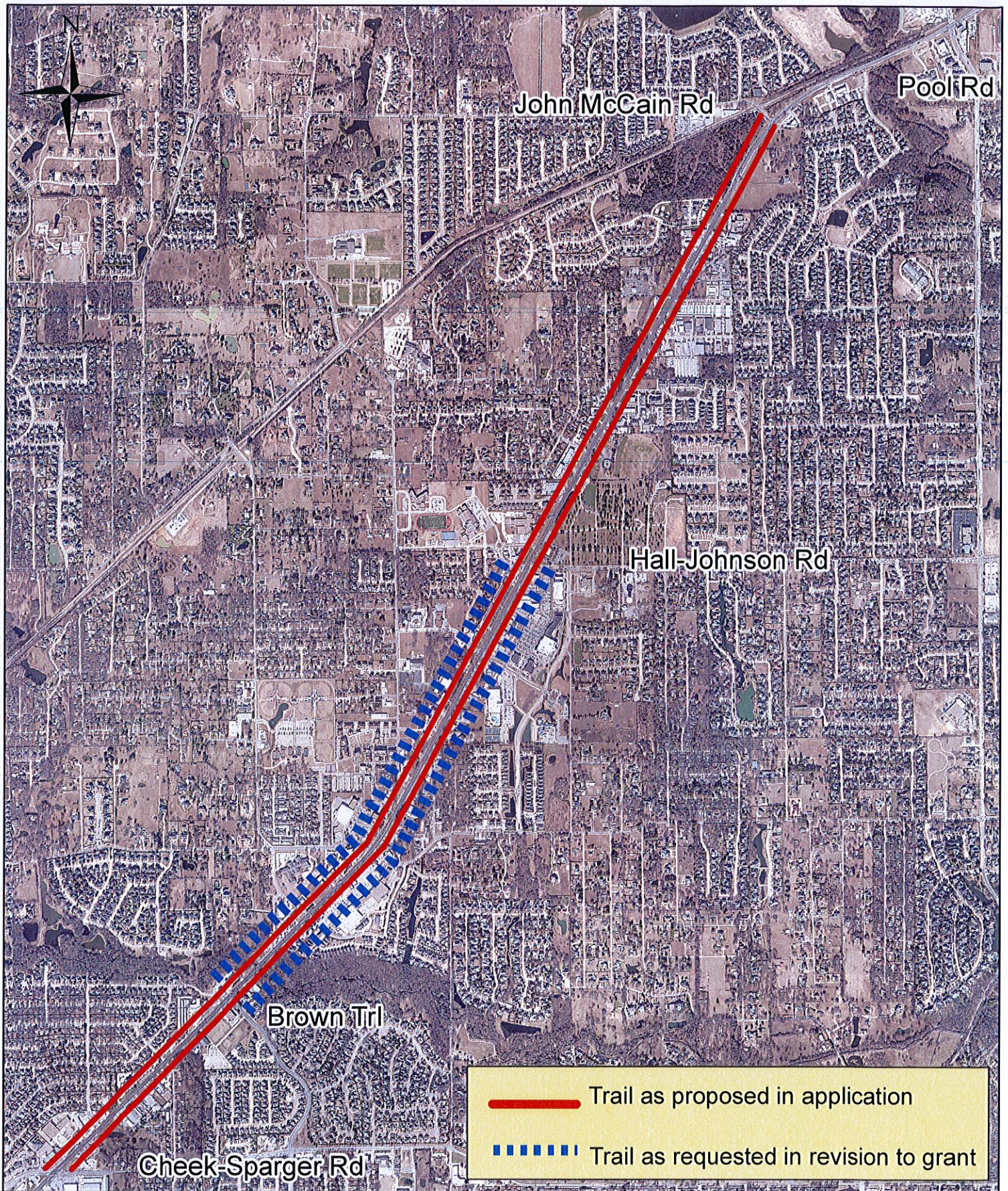
Your positive and prompt consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Fadden", with a long, flowing horizontal line extending to the right.

Jennifer Fadden
City Manager

Attachment: SH 26 Corridor Map



Transportation Enhancement Project Revision Request



RECEIVED:

APR 21 2014

DED

MEMO

April 17, 2014

To: John A. Barton, P.E.
From: Mark A. Marek, P.E. *mm*
Subject: STP: 2014(154)TE
Tarrant County
Downtown Colleyville Hike & Bike Trail
Adjacent to SH 26 Expansion

The subject transportation enhancement project was approved for funding in the 2012 call for projects. The project sponsor is the City of Colleyville. We have not, to this point, executed an agreement with the City because the original project scope exceeded the amount of funding recommended by the MPO. The reduced funding amount has caused the City to struggle with developing a viable alternative. The attached draft alternative proposed by the City, along with communications from the Fort Worth District and Design Division, outline some of the issues associated with the project.

The original proposal called for two 10 foot wide shared use paths for along the right of way of SH 26 at a total length of 7.9 miles. The original request was for \$2,632,120 in Federal funds. The amount authorized by the MPO was \$1,273,004.

The current proposal from the City is to build an 8 foot wide, pedestrian only facility along a 2.4 mile section of SH 26 that TxDOT is rebuilding. The current estimate for the pedestrian only project covers about half the length of the original project at about half the cost without any bicycle accommodations.

It is not uncommon that we have some revisions during transportation enhancement project development. For example, the limits for a hike and bike trail may change due to logical termini or the length may be reduced by a marginal amount to allow a city to complete a project with available funds. Normally, we would approve these changes in working with the local community.

However, since this project was approved as a bicycle and pedestrian facility project, we are seeking your consideration of this scope change request from a shared use facility to a pedestrian only facility. The district believes that this revised project would provide a beneficial improvement to a state facility and recommends approval of the scope revision.

Please call me at (512) 416-2653 or Pete Krause at (512) 416-3086 if you have any questions.

PK: sdm
Attachment

APPROVED

John A. Barton, P.E.
22 Apr 2014

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

January 20, 2014

Texas Department of Transportation (TxDOT)
Fort Worth District Office
ATTN: Phillip Hays
2501 S W Loop 820
Fort Worth, Texas 76133

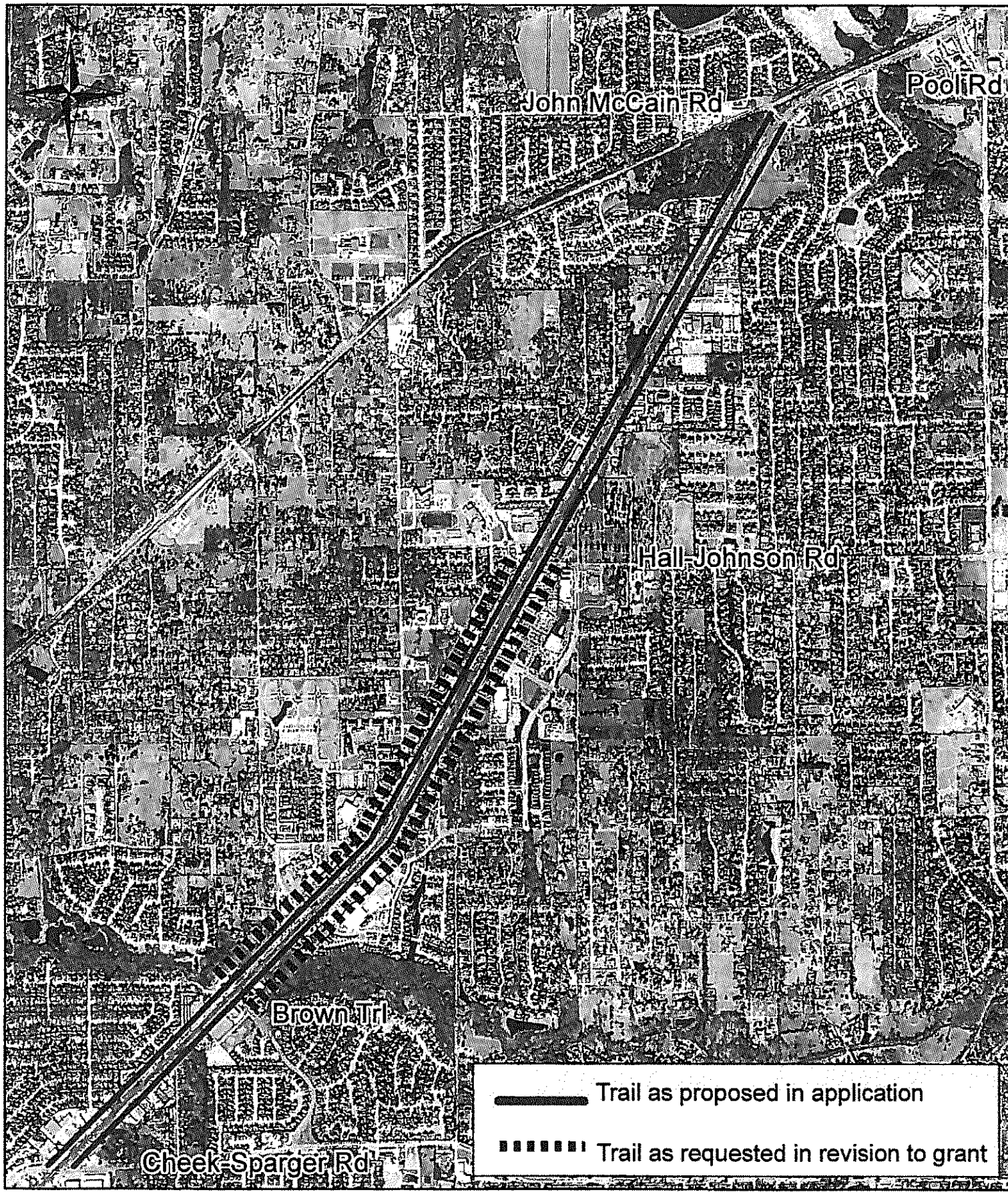
RE: Transportation Enhancement Project, SH 26 Trail and Amenities

Dear Mr. Hays:

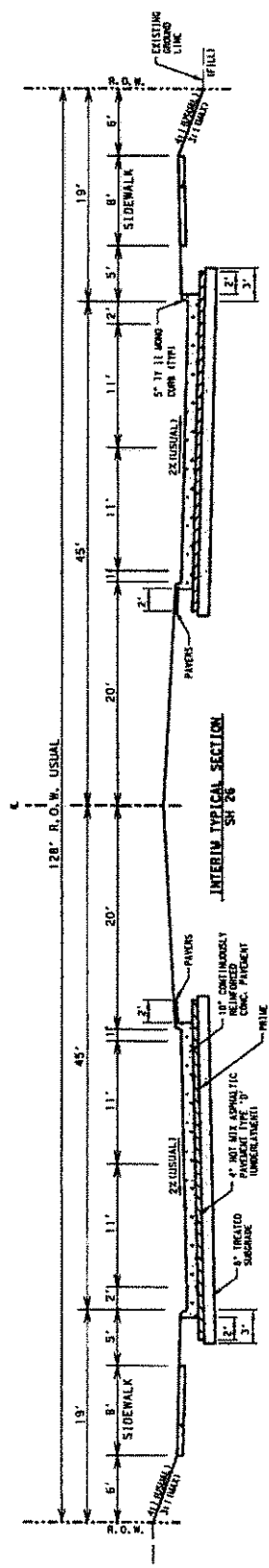
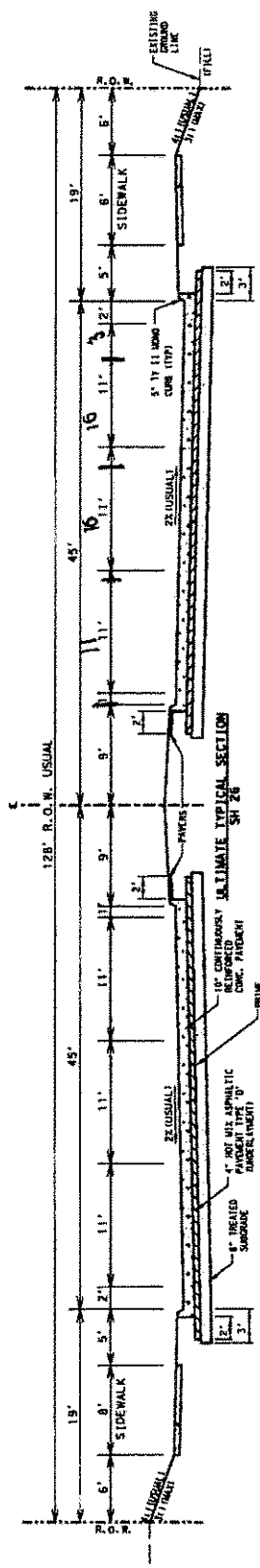
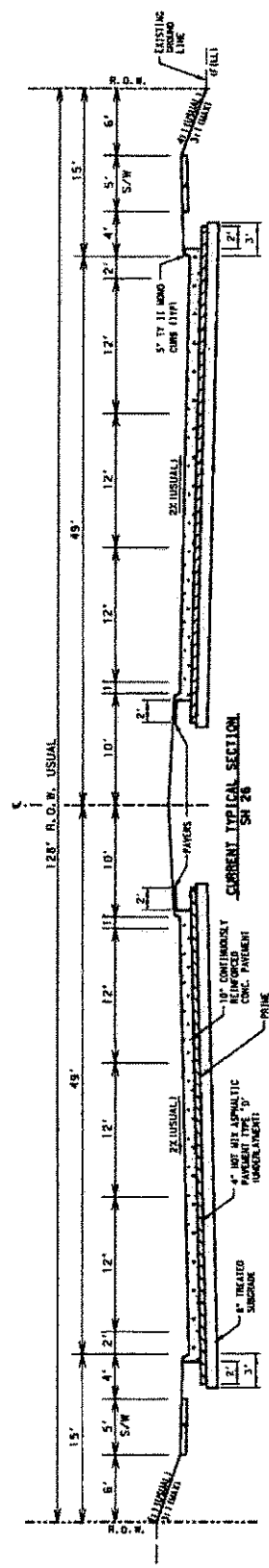
As a follow up to our recent meeting on the SH 26 reconstruction project, the City of Colleyville is requesting some changes be made to the Transportation Enhancement Project that we were recently awarded. The basis for this request is twofold. First, the amount of the award was significantly less than was requested, necessitating a reduction in the project limits. Second, the available right-of-way (ROW) will not accommodate a ten foot wide trail without significant waivers, and even with those waivers, it will require a retaining wall for much of the project that would defeat the purpose of making the corridor more pedestrian friendly. Therefore, it is necessary to modify the scope.

The original request was for a ten foot wide trail with two foot shoulders on both sides of SH 26 from John McCain Road to Cheek Sparger Road, with the intent being to construct the trail in connection with the highway reconstruction project. The Regional Transportation Council (RTC) recently approved a modification to the Transportation Improvement Program (TIP) that reallocated the available roadway funding from the segment between John McCain Road and Hall-Johnson Road to the segment between Hall-Johnson Road and Brown Trail. Therefore, it is the City's desire to move the Enhancement funding to the same section. The City is working with TxDOT to identify a funding source for the reconstruction of the section from Hall-Johnson to John McCain, but absent that funding, the trail in that section may not be constructed. Attached is a map indicating the trail limits originally requested in the application, as well as the proposed new limits for the trail.

When TxDOT acquired the ROW for the reconstruction project, a maximum of 15 feet on each side of the road was purchased, and in some cases less than that amount. In order to include utility poles in the ROW and maintain the required five foot offset to the roadway and the two



Transportation Enhancement Project Revision Request



SH 26
WITHOUT SHARED-USE LANE



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4g

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Resolution

Department Police

Title

Approval of the disposal of obsolete and non-serviceable equipment and sale of vehicles

Explanation

Reading and Public Hearing

The City's purchasing manual requires the City Council to designate salvage items and obsolete, non-serviceable vehicles, and equipment before property can be removed from inventory and disposed of by public auction or other approved means.

The attached itemized list of equipment and vehicles cannot be reassigned or repurposed, and have been replaced due to age, and/or mileage, and are no longer serviceable.

Staff recommends approval to sell the police vehicles to another municipality, through the Texas Municipal League, instead of by auction. It is believed the sale of these vehicles to another law enforcement agency will maximize the resale value, eliminate the auctioneer's fee, and assist a smaller law enforcement agency.

In May 2010, City Council approved a professional services agreement with Rene Bates Auctioneers of McKinney, Texas, to conduct City auctions in an online format. Rene Bates charges a fee of 7.5 percent of the gross auction sales for their services. With the exception of the vehicles, the equipment will be stored until another auction is conducted. The last auction was held in October 2013.

Financial Impact

The financial impact of the auction will be determined by the gross proceeds of the auction, less a 7.5 percent fee charged by the auctioneer, however, it is anticipated the four police vehicles will sell for a combined total of over \$22,000.

Recommendation

Approve

Attachments

1. 2014 Obsolete Vehicle and Equipment List

City of Colleyville
2014 Obsolete Vehicle and Equipment List

Item #	Qty.	Item Description	Model	Serial/VIN
Police Department				
PD-1115	1	Dodge Charger	2009	2B3KA43V09H597665
PD-1116	1	Dodge Charger	2009	2B3KA43V49H597667
PD-1118	1	Dodge Charger	2010	2B3AA4CV5AH177805
PD-1120	1	Dodge Charger	2010	2B3AA4CV9AH177807
	1	21" Phillips TV	CCX193AT32	
	2	36" Sharp TV	36U-S60	
	4	27" Sylvania TV	SST 4273	
	2	24" Sanyo TV	HT30547	
City Hall				
	1	19" Phillips TV	LTC2921/60	
Library				
LB-1	1	Lift Child's Play Station	\$1520400303	
LB-2	1	Mail Station desk	CC483030B	
LB-3	1	Mailslot Module	S4-30E6	
LB-4	1	Worden Pie-shaped wooden table	XTR-036	
LB-5	1	Worden Square Children's wooden table	XTW4/048-C	
LB-6	3	Agati child chairs (brown)		
LB-7	2	Herman Miller wood desk (30x30x66)		
LB-8	12	Juvenile wood chairs	MOE	
LB-9	1	Leather ottoman (48x18x2-1/2)	R18001	
LB-10	1	Paperback rack base	3939	
LB-11	1	Little Tikes computer case w/bench		
LB-12	1	7' Brown stuffed bear		
LB-13	1	Wood doll house		
LB-14	1	Fellows paper shredder		
LB-15	2	Story time rugs		
LB-16	1	Epson LX300 Printer		
LB-17	1	Momo chrome monitor		
LB-18	2	3M Checkout Staff Workstations	3795R	
LB-19	1	3M Checkout Staff Workstations	3795R	

LB-20	4	3M Self-check components	7410	
LB-21	1	3M Staff workstation	946	
LB-22	1	3M Security gate detection system	3802	
LB-23	5	3M Film tape (3/4"x3yds)	5490	
LB-24	3`	3M Tattletape inserters		
LB-25	6	HP 645 Laserjet Ink cartridges		
LB-26	5	8" chrome letters Y,O,U,T,H		
LB-27	10	Kapco book repair syringes	12072005	
LB-28	152	CD plastic insert holders		
LB-29	2	Assorted processsing materials		
Municipal Court				
	1	Wood office desk		
	1	Wood office desk - large		
	1	Wood file cabinet		
	7	Office desk chairs - blue		
CITY SECRETARY				
	1	Telex cassett tape replicator		
	1	Marantz cassett tape player/recorder		
	2	Sharp calculators		
	3	Hand-held Staplers		
	2	Wire desk trays		
	1	Glass business card holder		
	1	Wooden business card holder		
	1	Metal wall sorter		



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4h

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Resolution

Department Human Resources

Title

Approval of bid awards for medical and dental insurance to Blue Cross Blue Shield; vision insurance to Block Vision; life and accidental death and dismemberment and long-term disability insurance to Dearborn; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation, and authorize the city manager to execute the agreements

Explanation

Reading and Public Hearing

At the July 1, 2014 Pre Council meeting, staff presented to City Council the analysis of the medical, dental, vision, life, and accidental death and dismemberment and long-term disability insurance, and third-party administration of the health reimbursement arrangement and flexible spending account bid results; cost-sharing of premiums (subsidy levels) between the City and the employees; and, provided supplemental information on the employee wellness initiative. The City Council directed staff to move forward with all recommendations as presented, which are contained within this briefing; and concurred with the methodology used in determining the recommendations.

In May 2014, staff received the initial FY 2015 insurance renewals for the following lines of coverage:

- medical
- dental
- vision
- life/accidental death and dismemberment and long-term disability
- third party administration of the health reimbursement arrangement (HRA) and flexible spending account (FSA)

Additionally, the City advertised and instructed Holmes Murphy and Associates, Inc. (Holmes Murphy), the City's benefits broker, to explore the market for these lines of coverage, by seeking competitive bid proposals using the current plan design of each coverage (Attachment A). The bid opening took place on June 2, 2014.

The Employee Benefits/Wellness Committee (the "Committee") (Attachment B) met with the Assistant City Manager/Chief Financial Officer, the Human Resources Director and Holmes Murphy to review the insurance proposals received. The Committee's final recommendations are based on financial feasibility, customer satisfaction, the least disruption in service, benefit plan design, and administrative efficiencies.

Medical Insurance

The City's medical provider, Blue Cross and Blue Shield (BCBS), submitted a renewal of a 3.0% decrease in premium rates (an overall annual savings of approximately \$48,883, assuming all participants are at Tier I in the wellness program and receiving the full City subsidy) effective October 1, 2014 and an estimated 0.25% increase in premium rates (an overall annual increase of approximately \$2,961) effective January 1, 2015, due to an expected increase in fees required under the Patient Protection and Affordable Care Act (PPACA).

The renewal rate was based upon several factors. One factor was the existing plan design, which consists of a \$2,000 individual/\$4,000 family in-network deductible, 90% in-network coinsurance, \$25 office visit co-pay, and an out-of-pocket maximum of \$1,000 individual/\$2,000 family. Another factor affecting the renewal rate included available claims data for the period of October 2013 through April 2014, in addition to claims data for the period of October 2012 through September 2013. The City changed insurance carriers in FY 2013 from Aetna to BCBS and had only experienced seven months of medical claims at the time last fiscal year's renewal rate was due. Now that the City is in the second year with BCBS, another year of claims data is available and the claims are considered more mature which affects how premiums are assessed. During the most recent 12-month period (May 2013–April 2014) with BCBS, medical claims were favorable as the claims to premiums ratio (loss ratio) was approximately 73% (insurance carriers prefer to see 85% or less).

Holmes Murphy sought competitive bid proposals from National Tier 1 and Tier 2 companies. Tier levels are defined by the highest percentage of membership within the state. Proposals were received from BCBS, Aetna, and Texas Municipal League (TML) Intergovernmental Employee Benefits Pool (Attachment C). The feedback received from other carriers, such as United Healthcare and Cigna, who typically bid on the insurance each year, was they were unable to provide a competitive bid based on the City's existing rates.

The Committee viewed BCBS's bid more favorably than TML's bid which consisted of a 14.93% increase in premium rates (an increase of approximately \$243,069 annually, including fees under the PPACA), and significant changes in plan design affecting out-of-network provisions for coinsurance, out-of-pocket maximum, office and emergency room visit copayments, and inpatient hospital expenses, in addition to changes affecting in-network provisions for office and emergency room visit copayments which upon use, would increase a participant's financial exposure. The Committee also viewed BCBS's bid more favorably than Aetna's bid, which consisted of a 7.0% decrease in premium rates, if coupled with the dental plan (a savings of approximately \$113,971 annually, including fees under the PPACA). Though Aetna's savings were greater than BCBS, the Committee determined a prudent long-term approach out-weighed a greater short-term savings. The City will have two years' experience with BCBS at the end of FY 2014. Changing carriers from BCBS to another carrier after only two years would affect the City's ability to seek competitive bids in the future. Should the FY 2016 renewal be unfavorable if the City was with a new carrier and elected to take the medical insurance

through the bid process, the claims incurred under the new carrier would be considered “immature” to other carriers. The City would be considered new in the market, regardless of claims activity incurred under previous carriers. Also, a frequent change in carriers to only gain the best rate can cause the City to have an unstable or risky reputation in the marketplace and can limit the desire for reputable carriers to bid on the insurance in the future.

The Committee recommends remaining with BCBS for medical insurance coverage. Total annual premiums would be reduced from approximately \$1,628,222 to \$1,582,301, an annual premium decrease of approximately \$45,921 (based on an average of 164 plan participants at the highest tier level).

Staff recommends that the BCBS medical insurance plan be accepted effective October 1, 2014 at a monthly rate of:

Coverage	Medical Rate
Employee Only	\$423.24
Employee + Spouse	\$947.28
Employee + Child(ren)	\$761.45
Employee + Family	\$1,281.76

Staff also recommends that the BCBS medical insurance plan be accepted effective January 1, 2015 to include the PPACA fees at a monthly rate increase of 0.25%.

Patient Protection and Affordable Care Act (PPACA)

On March 23, 2010, President Obama signed into law the PPACA, also known as healthcare reform. The PPACA is aimed at increasing the affordability and rate of health insurance coverage for Americans and reducing the overall costs of healthcare. It provides several mechanisms, including mandates, subsidies, and tax credits to employers and individuals to increase the health insurance coverage rate and affordability. PPACA fees became effective beginning January 1, 2014.

BCBS's estimated increase of 0.25% in PPACA rates is over and above the annual trend (healthcare inflation) and any changes due to claim activity. BCBS applies these fees at the beginning of the calendar year to the groups they insure, which are similar to Colleyville's size, whereas, other insurance carriers incorporate it into their premiums at the beginning of the fiscal year. It is comprised of a reinsurance fee, an annual provider fee, and a Patient-Centered Outcomes Research Institute (PCORI) fee. As the City is fully insured, the fees are included on the medical insurance bill and are payable through the insurance carrier. The fees are incorporated into the premiums and are not a stand-alone charge.

The reinsurance fee, which currently must be paid for the first three years of the exchange operation from calendar year 2014 through 2016, is announced annually by Health and Human Services (HHS), and is based on a national contribution rate. It is designed to fund the transitional reinsurance program, which helps stabilize premiums in

the individual health insurance market for those with pre-existing conditions. For calendar year 2014, HHS established a rate of \$5.25 per month, or \$63 per year per member on the medical plan. For calendar year 2015, HHS established a rate of \$3.67 per month, or \$44 per year per member on the medical plan.

The annual provider fee is imposed on covered entities engaged in the business of providing health insurance and is allocated to health insurers who provide medical, dental, and vision coverage based on the respective market share of premium revenue in the previous year (e.g., the 2015 annual provider fee is based on the 2014 premium revenue). Each entity's fee is calculated as their market share, multiplied by the annual fee shown in the chart below:

Calendar Year	Applicable Fee
2014	\$ 8.0 Billion
2015	\$11.3 Billion
2016	\$11.3 Billion
2017	\$13.9 Billion
2018	\$14.3 Billion
2019+	Growth of fee indexed to rate of premium growth

The PPACA created the Patient-Centered Outcomes Research Institute (PCORI) to help patients, clinicians, payers, and the public make informed health decisions by advancing comparative effectiveness research. The Institute promotes the use of evidence-based medicine by disseminating comparative clinical effectiveness research findings. The fee is applicable to the medical plan and the health reimbursement arrangement administration. The Institute's research is funded, in part, through the PCORI fees, which are calculated by the average number of lives covered under the plan, then multiplied by the applicable rate for that tax year, as follows:

\$1 for plan years ending before October 1, 2013
\$2 for plan years ending on or after October 1, 2013, and before October 1, 2014
For plan years ending on or after October 1, 2014, the rate will increase for inflation

Wellness Program and Subsidy Levels

In FY 2011, a change to the City's health benefits strategy was the linking of future insurance premium subsidies to the wellness program, and employee and spouse health. In FY 2011, the City fully subsidized the cost for employee medical insurance and covered 75% of dependent medical premiums. For FY 2012 and FY 2013, the funding for employee and dependent medical insurance premiums consisted of a program that included three tiers of subsidy levels with a 7% differential between each tier. The chart below illustrates the FY 2012 and FY 2013 subsidy levels at each tier:

Subsidy Level	Tier III	Tier II	Tier I
Employee	86%	93%	100%
Dependent	61%	68%	75%

All employees began at a Tier III subsidy level and had the opportunity to earn their way to Tiers I and II through one of the two following methods. To reach Tier I, the first method for employees and spouses would be to achieve in-range health scores in four out of five risk factor categories, including waist circumference, blood pressure, glucose, LDL cholesterol, and HDL cholesterol; and completion of an online health risk assessment and tobacco affidavit. Acceptable health score ranges were established and are updated each year by the medical staff at Cooper Aerobics Center by utilizing scientifically-based metrics supported by the Center for Disease Control and the American Heart Association. The second method was to participate in a specified level of wellness activities. The tiers are determined in the fiscal year prior to the receipt of the subsidy. For example, each employee's and spouse's tier was determined at the end of June 2012 to determine the FY 2013 subsidy levels which were effective October 1, 2012.

For FY 2014, the program expanded from three tiers to four tiers. The addition of the fourth tier was to further encourage employees and their spouses to engage in healthy habits, to emphasize the City's philosophy of employing a healthy workforce, and to engage employees and spouses to become informed consumers of healthcare. Employees and spouses on the plan who declined to participate in the wellness program were placed at a Tier IV subsidy level. Employees and spouses on the plan who participated in the wellness program could earn their way to Tiers I, II and III through the same methods mentioned above.

For the FY 2014 wellness program year effective October 1, 2013, 51 employees qualified for Tier I from their health screening scores taken in August 2012, and 29 employees did not complete the screening and were automatically placed in Tier IV. Out of the remaining 80 employees, 43 achieved Tier III by minimum participation and 10 worked their way to Tier II and 27 to Tier I by participating in various wellness activities held through June 30, 2013. The attached chart illustrates the results of the participants at each tier and compares them to the results of the participants from the FY 2012 and FY 2013 wellness program year (Attachment D).

For the FY 2015 wellness program year effective October 1, 2014, 79 employees qualified for Tier I from their health screening scores taken in August 2013, and 25 employees did not complete the screening and will automatically be Tier IV. The remaining 65 employees were eligible to work their way through the tiers by participating in various wellness activities through June 30, 2014. Currently, the final tier levels are being calculated and will be available in mid-July 2014.

The chart below illustrates the change to FY 2014 subsidy levels at each tier based on the 4.5% increase in FY 2014 premium rates covered by the City effective October 1, 2013:

Subsidy Level	Tier IV	Tier III	Tier II	Tier I
Employee	80.00%	86.60%	93.30%	100.00%
Dependent	56.07%	62.68%	69.37%	76.07%

Effective January 1, 2014, the introduction of the PPACA fees resulted in a 3.5% increase which was covered by employees as a flat amount based on coverage and resulted in an additional monthly cost to employees illustrated in the chart below:

Coverage	Monthly Additional Cost to Employee
Employee Only	\$15.27
Employee + Spouse	\$34.18
Employee + Child(ren)	\$27.47
Employee + Family	\$46.25

Since the fees are incorporated into the premiums and are not stand-alone charges, and for continuity in the subsidy percentages for mid-year premium rate changes, the Committee recommends utilizing the original subsidy tier cost-sharing percentages approved at the on-set of the wellness program for premiums effective in FY 2015 as illustrated in the chart below:

Subsidy Level	Tier IV	Tier III	Tier II	Tier I
Employee	80%	86%	93%	100%
Dependent	55%	61%	68%	75%

Beginning in FY 2015, changes to the wellness program design, which will affect subsidy percentages in FY 2016 include: decrease tiers from four to three; widen the subsidy spread between tiers; eliminate point-earning and rely on biometrics (outcomes-based). To continue employee and spouse encouragement and participation in the wellness program, which in large part is attributable to the City's favorable loss ratio over the last few years, program tiers are proposed to change from four tiers to three tiers which is considered more manageable and straight-forward to wellness program participants, and the percent spread between tiers are proposed to increase, with a greater cost-shift to employees for Tiers II and III. Under the PPACA regulations, wellness program subsidy levels may have a 30% maximum premium difference from lowest tier to highest tier, an increase from the original maximum premium spread of 20%. The chart below illustrates the recommended FY 2016 subsidy levels effective October 1, 2015 through September 30, 2016:

Subsidy Level	Tier III	Tier II	Tier I
Employee	70%	90%	100%
Dependent	45%	65%	75%

Determining the subsidy levels a year in advance allows wellness program participants to understand the expectations of the program and their cost-sharing responsibility, and to prepare their health and participation in the program accordingly.

Dental Insurance

The City's dental provider, also BCBS, submitted a renewal rate pass, or 0.00% change

in premium rates as part of a rate guarantee through FY 2015, if coupled with the renewal of BCBS's medical insurance, effective October 1, 2014, and an estimated 2.0% increase in premium rates (an overall annual increase of approximately \$1,763) effective January 1, 2015 due to expected fees required under the PPACA.

Holmes Murphy sought competitive bid proposals from the top dental carriers in the state. Proposals were received from BCBS, Delta, Aetna, United Healthcare, and TML (Attachment E). There were no differences in plan design with Delta and Aetna, and negligible differences in orthodontia coinsurance and lifetime maximum with United Healthcare. Delta and United Healthcare submitted premium rate increases of 5.83% (an increase of approximately \$6,858 annually and inclusive of PPACA fees) and 3.15% (an increase of approximately \$3,698 annually and inclusive of PPACA fees) respectively. Aetna submitted a premium rate decrease of 5.25% (a savings of approximately \$6,172 annually and inclusive of PPACA fees), which was determined to be an outlier compared to all other bids received. TML only offered the dental plan if coupled with their medical plan.

The Committee recommends remaining with BCBS for dental insurance coverage. Total annual premiums would be increased from approximately \$117,542 to \$119,305 (based on an average of 159 plan participants), an annual premium increase of approximately \$1,763. The City currently covers 91% of premiums for the employee's coverage and the employee is responsible for 100% of dependent coverage. The City's portion of the annual premium rate increase would be approximately \$1,128.

Staff recommends that the BCBS dental insurance plan be accepted effective October 1, 2014 at a monthly rate of:

Coverage	Dental Rate
Employee Only	\$31.60
Employee + Spouse	\$64.73
Employee + Child(ren)	\$62.49
Employee + Family	\$104.01

Staff also recommends that the BCBS dental insurance plan be accepted effective January 1, 2015 to include the PPACA fees at a monthly rate increase of 2.0%.

Vision Insurance

The City's vision provider, Block Vision, is currently being acquired by Superior Vision. The provider submitted a 3% increase in premium rates effective October 1, 2014 due to expected fees required under the PPACA and a two-year rate guarantee. For example, employee only coverage will increase from \$4.60 per month to \$4.74 per month, a difference of \$0.14 per month, or \$1.68 annually.

Holmes Murphy sought competitive bid proposals from the top vision carriers. Proposals were received from Block Vision, Aetna, Avesis, United Healthcare and TML. (Attachment F).

All of the carriers offered premium rate increases except for Avesis who offered a rate decrease. Avesis' plan design contains slight differences compared to the current plan design. The Committee recommends remaining with Block Vision for vision insurance coverage. The vision insurance is a voluntary benefit paid by the employee, so there is no cost to the City.

Staff recommends that the Block vision insurance plan be accepted effective October 1, 2014 at a monthly rate of:

Coverage	Vision Rate
Employee Only	\$4.74
Employee + Spouse	\$8.60
Employee + Child(ren)	\$9.06
Employee + Family	\$13.80

Life/Accidental Death and Dismemberment (AD&D) and Long-Term Disability (LTD)

The City's life/AD&D and LTD provider, Dearborn, submitted a renewal rate pass, or 0.00% change in premium rates and a two-year rate guarantee through FY 2016. Dearborn requires the LTD coverage to be contingent upon the life/AD&D coverage.

Holmes Murphy sought competitive bid proposals from other carriers. A proposal was received from TML for life/AD&D coverage but not LTD coverage, at a 107.48% premium rate increase (Attachments G and H). The Committee recommends remaining with Dearborn for life/AD&D and LTD insurance coverage.

Staff recommends that the Dearborn life/accidental death and dismemberment and long-term disability insurance plan be accepted effective October 1, 2014 at the rate of:

Coverage	Rate
Basic Life	\$0.120 per \$1,000
AD&D	\$0.027 per \$1,000
LTD	\$0.305 per \$100

Third Party Administration of Health Reimbursement Arrangement and Flexible Spending Account

The health reimbursement arrangement (HRA) is a deductible sharing account between the City and employees, where employees pay the first portion and the City reimburses the remainder. Should the employee need to meet the individual deductible of \$2,000 (for example, through hospitalization), the employee would pay the first \$750 and be reimbursed by the City for the remaining \$1,250. Employees with family coverage would pay the first \$1,500 of the \$4,000 deductible, and be reimbursed by the City for the remaining \$2,500. The City is responsible for the full cost of its portion of the shared deductible, should employees incur eligible deductible expenses. For FY 2014, the City's budgeted expense for the HRA includes third party HRA plan administration

costs of \$8,665, and funding the HRA at 35%, or \$108,063.

Additionally, the insurance plan allows the use of a flexible spending account (FSA) which allows employees to set aside pre-tax dollars to pay for qualified health care and dependent care expenses. This reduces the amount of federal taxes paid by the employee and the City and increases an employee's take-home pay.

The City's third party administrator of the HRA and FSA, Total Administrative Services Corporation (TASC), submitted a renewal rate pass, or 0.00% change in rates for FY 2015 and an annual \$150 HRA renewal fee beginning in FY 2016. The HRA administration will be subject to the PCORI fees in FY 2015. Staff is estimating a \$3 per member fee for budgeting purposes (based on 161 participants) at an annual cost of \$483.

Holmes Murphy sought competitive bid proposals from top third party benefit administrators. Proposals were received from TASC, Discovery, Aetna and BCBS (Attachment I). BCBS declined to quote on the HRA portion of the bid and therefore was not a viable competitor for this line of administration. The differences in the services offered by Discovery and Aetna were negligible and TASC's fees are competitive. The Committee recommends remaining with TASC for third party administration of the HRA and FSA accounts.

Staff recommends that the TASC third-party administration for FSA and HRA be accepted effective October 1, 2014 as follows:

Coverage	Rate
FSA price per member per month	\$3.61
HRA price per member per month	\$4.57
FSA monthly minimum	\$200.00
HRA monthly minimum	\$600.00
FSA annual renewal	\$300.00
HRA PCORI fees	\$483.00 (estimated)

Summary

Following extensive review and negotiations with responding carriers, staff concurs with the Employee Benefits/Wellness Committee recommendations for FY 2015 employee insurance coverage as follows:

- maintain the medical insurance with Blue Cross and Blue Shield (BCBS);
- maintain the dental insurance with Blue Cross and Blue Shield (BCBS);
- maintain the vision plan with Block Vision;
- maintain the life/AD&D and LTD insurance with Dearborn; and
- maintain the third party administration of the health reimbursement arrangement (HRA) and flexible spending account (FSA) with Total Administrative Services Corporation (TASC), as summarized below.

Medical	3.0% rate decrease effective October 1, 2014 PPACA fees estimated to be a 0.25% rate increase effective January 1, 2015
Dental	0.0% rate change effective October 1, 2014 PPACA fees estimated to be a 2.0% rate increase effective January 1, 2015
Vision	PPACA fees estimated to be a 3.0% rate increase effective October 1, 2014 with a two-year rate guarantee through FY 2016
Life/AD&D and LTD	0.0% rate change effective October 1, 2014 with two-year rate guarantee through FY 2016
HRA/FSA Administration	0.0% rate change effective October 1, 2014 PCORI fees for HRA administration estimated to be \$3 per member

Overall, the City's medical and dental plans appear to be sufficient and competitive when compared to surrounding cities (Attachment J).

Implementation would begin with open enrollment meetings in August 2014 and a coverage effective date of October 1, 2014.

Financial Impact

The overall financial impact in FY 2015 is a savings of at least \$27,778.

Recommendation

Approve

Attachments

1. Attachment A - FY 2015 Insurance Bid List
2. Attachment B - FY 2015 Benefits Wellness Committee Members
3. Attachment C - FY 2015 Medical Insurance Proposals
4. Attachment D - FY 2012 - FY 2014 Employee Tier Level Comparison
5. Attachment E - FY 2015 Dental Insurance Proposals
6. Attachment F - FY 2015 Vision Insurance Proposals
7. Attachment G - FY 2015 Life-Accidental Death and Dismemberment Insurance Proposals
8. Attachment H - FY 2015 Long Term Disability Insurance Proposals
9. Attachment I - Health Reimbursement Arrangement and Flexible Spending Account Administration Proposals
10. Attachment J - 2014 Medical and Dental Benefits Survey

FY 2015 Colleyville RFP Bid List

Carrier	Coverage(s) Bid
Medical	
BCBStx	yes
Cigna	bid not received
Aetna	yes
UHC	declined to quote
TML	yes
Dental	
BCBStx	yes
Cigna	bid not received
Aetna	yes
UHC	yes
TML	yes
Guardian	missed deadline
Delta Dental	yes
Mutual	missed deadline
FSA / HRA	
Discovery	yes
TASC	yes
Empower	bid not received
Taxsavers	bid not received
TML	yes
Aetna	yes
Vision	
Eye Med	declined to quote
VSP (via Prime Vendors)	declined to quote
TML	yes
Block/Superior	yes
Guardian	missed deadline
UHC	yes
Avesis	yes
Aetna	yes
Life /LTD	
Dearborn (BCBS)	yes
Aetna	declined to quote
TML	yes
Mutual	missed deadline
Unum	declined to quote
Guardian	missed deadline

Attachment B

Benefits / Wellness Committee Members

Mike Almy, Parks Crew Leader

Mark Cantrell, Fire Battalion Chief

Lisa Escobedo, Recreation and City Events Manager

Theresa Fox, Utility Billing Supervisor

Marilyn Gilbert, Colleyville Center Office Assistant

Erica Gill, Adult Services Librarian

Adrienne Lothery, Strategic Services Manager

Gary Moore, Police Officer

Eddie Moran, Fire Captain

Jesse Perez, Human Resources Analyst

Dixie Smith, Public Works Administrative Support Specialist

Chuck Tinsman, Police Sergeant

Ken Tywater, Field Operations Manager

Taci Wrisley, Planning and Zoning Assistant

Attachment C: Medical - City of Colleyville Renewal/Proposals (effective 10/01/2014)

Overall Payment Provisions

Calendar Year Deductible
Individual
Family
Coinsurance (In/Out)
Out of Pocket Maximum (Ind/Family)*

*OOP Max includes the deductible

Lifetime Maximum

BCBS Current	
In Network	Out of Network
\$2,000	\$4,000
\$4,000	\$8,000
90%	70%
\$1,000/\$2,000	\$4,000/\$8,000

BCBS Renewal	
In Network	Out of Network
\$2,000	\$4,000
\$4,000	\$8,000
90%	70%
\$1,000/\$2,000	\$4,000/\$8,000

Aetna	
In Network	Out of Network
\$2,000	\$4,000
\$4,000	\$8,000
90%	70%
\$3,000/\$6,000*	\$8,000/\$16,000*

TML	
In Network	Out of Network
\$2,000	\$2,250
\$4,000	\$4,500
90%	60%
\$1,000/\$2,000	no max/no max

na	
----	--

na	
----	--

na	
----	--

na	
----	--

Copayments

Physician Office Visits
Specialist Office Visits
Urgent Care
Emergency Room - Facility
Emergency Room - Physician
Hospital Out-Patient/Exam Room

\$25	70% after deductible
\$30	70% after deductible
\$75	70% after deductible
90% after \$200	90% after \$200
90% after ded	70% after ded
\$200	\$200

\$25	70% after deductible
\$30	70% after deductible
\$75	70% after deductible
90% after \$200	90% after \$200
90% after ded	70% after ded
\$200	\$200

\$25	70% after deductible
\$30	70% after deductible
\$75	70% after deductible
90% after \$200	90% after \$200
na	na
90% after ded	90% after ded

\$25	60% after deductible
90% after ded	60% after deductible
90% after ded	60% after deductible
90% after \$100	90% after \$100
90% after ded	90% after ded
90% after ded	70% after ded

Inpatient Hospital Expenses

Inpatient Hospital Expenses
Pre-Admission Deductible

\$200	\$200
None	None

90% after ded	70% after ded
None	None

90% after ded	70% after ded
None	None

90% after ded	60% after ded
None	None

Prescription Drug Program

Retail Prescriptions
Deductible

\$100 individual/\$300 family	
\$20 Copay	70% of Allowable less copay
\$40 Copay	70% of Allowable less copay
\$70 Copay	70% of Allowable less copay

\$100 individual/\$300 family	
\$20 Copay	70% of Allowable less copay
\$40 Copay	70% of Allowable less copay
\$70 Copay	70% of Allowable less copay

\$100 individual/\$300 family	
\$20 Copay	\$20 Copay
\$40 Copay	\$40 Copay
\$70 Copay	\$70 Copay

\$0 Combined Retail and Mail	
\$10 Copay	\$10 Copay
\$38 Copay	\$38 Copay
\$60 Copay	\$60 Copay

Mail Order Prescriptions
Generic
Preferred Brand Name
Non Preferred Brand Name

\$20 per 30 day up to 90 day
\$40 per 30 day up to 90 day
\$70 per 30 day up to 90 day

\$20 per 30 day up to 90 day
\$40 per 30 day up to 90 day
\$70 per 30 day up to 90 day

\$40 for up to 90 day supply
\$80 for up to 90 day supply
\$140 for up to 90 day supply

\$25 for up to 90 day supply
\$95 for up to 90 day supply
\$150 for up to 90 day supply

Rates

Employee Only: 68
Employee & Spouse: 20
Employee & Child(ren): 26
Family: 50
Monthly Premium
Annual Premium
Rate Guarantee

\$436.34
\$976.60
\$785.02
\$1,321.43
\$135,685.14
\$1,628,221.68
1 Year

\$423.24
\$947.28
\$761.45
\$1,281.76
\$131,611.62
\$1,579,339.44
1 Year

\$405.80
\$908.24
\$730.07
\$1,228.93
\$126,187.52
\$1,514,250.24
1 Year

\$488.36
\$1,125.06
\$898.20
\$1,537.56
\$155,940.88
\$1,871,290.56
1 Year

% Over Current

-3.00%

Annual Difference Over Renewal

-7.00%

Annual Difference Over Current

-\$48,882.24

-\$65,089.20
-\$113,971.44

14.93%

\$291,951.12
\$243,068.88

HRA Reserves

Employee Only: 68
Employee & Spouse: 20
Employee & Child(ren): 26
Family: 50
Total:

HRA	Reserves
\$1,250	\$438
\$2,500	\$875
\$2,500	\$875
\$2,500	\$875
\$113,750	

HRA	Reserves
\$1,250	\$438
\$2,500	\$875
\$2,500	\$875
\$2,500	\$875
\$113,750	

HRA	Reserves
\$1,250	\$438
\$2,500	\$875
\$2,500	\$875
\$2,500	\$875
\$113,750	

HRA	Reserves
\$1,250	\$438
\$2,500	\$875
\$2,500	\$875
\$2,500	\$875
\$113,750	

ER Contribution Levels: EE 100%, Dep 75%

EE 100%
Dep 75%

Increase to Employer

-\$31,316.88

Increase to Employee

-\$17,565.36

-\$73,018.26

-\$40,953.18

\$161,077.50

\$81,991.38

ACA Health Insurance and Reinsure Fee Impact Effective 01/01/2015

Resulting increase to renewal

Revised Annual Premium

Revised Annual Difference over Current

Estimated 0.25% increase
\$2,961.26
\$1,582,300.70
-\$45,920.98

Included in Rate
\$0.00
NA
NA

Included in Rate
\$0.00
NA
NA

Revised Decrease to Employer

-\$29,389.43

Revised Decrease to Employee

-\$16,531.55

NA

NA

NA

NA

**Employee Tier Level Comparison
FY 2012 through FY 2014**

Tier Level	# of Employees		
	FY 2012	FY 2013	FY 2014
Employee Only - Tier 1	38	39	31
Employee Only - Tier 2	3	3	2
Employee Only - Tier 3	22	25	13
Employee Only - Tier 4	N/A	N/A	13
Employee - Tier 1/Spouse - Tier 1	6	6	8
Employee - Tier 1/Spouse - Tier 2	0	0	0
Employee - Tier 1/Spouse - Tier 3	1	1	0
Employee - Tier 1/Spouse - Tier 4	N/A	N/A	0
Employee - Tier 2/Spouse - Tier 1	1	1	2
Employee - Tier 2/Spouse - Tier 2	0	0	0
Employee - Tier 2/Spouse - Tier 3	2	2	0
Employee - Tier 2/Spouse - Tier 4	N/A	N/A	0
Employee - Tier 3/Spouse - Tier 1	2	0	0
Employee - Tier 3/Spouse - Tier 2	0	0	0
Employee - Tier 3/Spouse - Tier 3	3	4	4
Employee - Tier 3/Spouse - Tier 4	N/A	N/A	0
Employee - Tier 4/Spouse - Tier 1	N/A	N/A	0
Employee - Tier 4/Spouse - Tier 2	N/A	N/A	0
Employee - Tier 4/Spouse - Tier 3	N/A	N/A	0
Employee - Tier 4/Spouse - Tier 4	N/A	N/A	0
Employee - Tier 1/Child - Tier 1	14	12	12
Employee - Tier 2/Child - Tier 2	5	3	2
Employee - Tier 3/Child - Tier 3	10	9	6
Employee - Tier 4/Child - Tier 4	N/A	N/A	2
Employee - Tier 1/Family - Tier 1	28	26	23
Employee - Tier 1/Family - Tier 2	1	0	2
Employee - Tier 1/Family - Tier 3	4	3	1
Employee - Tier 1/Family - Tier 4	N/A	N/A	0
Employee - Tier 2/Family - Tier 1	9	7	4
Employee - Tier 2/Family - Tier 2	2	2	0
Employee - Tier 2/Family - Tier 3	2	3	2
Employee - Tier 2/Family - Tier 4	N/A	N/A	0
Employee - Tier 3/Family - Tier 1	2	0	4
Employee - Tier 3/Family - Tier 2	2	0	0
Employee - Tier 3/Family - Tier 3	4	9	3
Employee - Tier 3/Family - Tier 4	N/A	N/A	0
Employee - Tier 4/Family - Tier 1	N/A	N/A	0
Employee - Tier 4/Family - Tier 2	N/A	N/A	0
Employee - Tier 4/Family - Tier 3	N/A	N/A	0
Employee - Tier 4/Family - Tier 4	N/A	N/A	26
Total	161	155	160

Attachment E: Dental - City of Colleyville Renewal/Proposals (effective 10/01/2014)

Primary Benefits

Non Orthodontia Deductible

Individual

Period

Family Limit

Waived For

Coinsurance

Preventive

Basic

Major

Orthodontia

Claim Payment Basis

Annual Maximum

Special Feature

Orthodontia Lifetime Maximum

BCBS Current	
In Network	Out of Network
\$50 Type II & III	
Calendar Year	
3 Per Family	
Preventive	Preventive

100%	100%
80%	80%
50%	50%
50% for person/\$1,000 lifetime	

Fee Schedule	90% U&C
\$1,500	
No	
\$1,000 up to age 26	

BCBS Renewal	
In Network	Out of Network
\$50 Type II & III	
Calendar Year	
3 Per Family	
Preventive	Preventive

100%	100%
80%	80%
50%	50%
50% for person/\$1,000 lifetime	

Fee Schedule	90% U&C
\$1,500	
No	
\$1,000 up to age 26	

Delta	
In Network	Out of Network
\$50 Type II & III	
Calendar Year	
3 Per Family	
Preventive	Preventive

100%	100%
80%	80%
50%	50%
50% for person/\$1,000 lifetime	

Fee Schedule	90% U&C
\$1,500	
No	
\$1,000 up to age 26	

Aetna	
In Network	Out of Network
\$50 Type II & III	
Calendar Year	
3 Per Family	
Preventive	Preventive

100%	100%
80%	80%
50%	50%
50% for person/\$1,000 lifetime	

Fee Schedule	90% U&C
\$1,500	
No	
\$1,000 up to age 26	

UHC	
In Network	Out of Network
\$50 Type II & III	
Calendar Year	
3 Per Family	
Preventive	Preventive

100%	100%
80%	80%
50%	50%
100%/\$1500 lifetime	

\$1,500	
No	
\$1000 up to age 19	

TML	
In Network	Out of Network
\$50 Type II & III	
Calendar Year	
No family deductible	
Preventive	Preventive

100%	100%
80%	80%
50%	50%
100%/\$1500 lifetime	

\$2,000	
No	
\$3,000 up to age 19	

Rates

Employee Only: 67

Employee & Spouse: 27

Employee & Child(ren): 20

Family: 45

Monthly Premium

Annual Premium

Rate Guarantee

% Over Current

Annual Difference vs Current

Stand Alone or Contingent

\$31.60
\$64.73
\$62.49
\$104.01
\$9,795.16
\$117,541.92

\$31.60
\$64.73
\$62.49
\$104.01
\$9,795.16
\$117,541.92
1 Year

0.00%
\$0.00
Stand Alone

\$33.44
\$68.51
\$66.14
\$110.08
\$10,366.65
\$124,399.80
1 Year

5.83%
\$6,857.88
Stand Alone

\$29.94
\$61.33
\$59.21
\$98.55
\$9,280.84
\$111,370.08
1 Year

-5.25%
-\$6,171.84
Stand Alone

\$32.58
\$66.74
\$64.43
\$107.33
\$10,103.29
\$121,239.48
1 Year

3.15%
\$3,697.56
Stand Alone

\$32.26
\$66.22
\$69.62
\$99.04
\$9,798.56
\$117,582.72
1 Year

0.03%
\$40.80
Quote only valid with Medical

ACA Health Insurance and Reinsure Fee Impact Effective 01/01/2015

Resulting increase to renewal

Revised Annual Premium

Revised Annual Difference over Current

Estimated 2% increase
\$1,763.13
\$119,305.05
\$1,763.13

included in rate
\$0.00

included in rate
\$0.00

included in rate
\$0.00

included in rate
\$0.00

Revised Increase to Employer

Revised Increase to Employee

\$1,128.40
\$634.73

Attachment F: Vision - City of Colleyville Renewal/Proposals (effective 10/01/2014)

Primary Benefits

Copays	\$10
Exams	\$25
Materials	
Child Age Limit	25 (26 Full-Time Student)

Block Renewal	
	\$10
	\$25
	25 (26 Full-Time Student)

Aetna	
	\$10 (\$40 for contact lense exam)
	\$25
	Age 26

Avesis	
	\$10
	\$25
	Age 26

UHC	
	\$10
	\$10
	Age 26

TML	
	Up to \$85 maximum benefit
	na
	Age 26

Benefit Details

Eye Exams	In Network	Out of Network
Frequency	12 Months	
Benefit	\$10 Copay	Up to \$35 after copay

In Network	Out of Network
12 Months	
\$10 Copay	Up to \$35 after copay

In Network	Out of Network
12 Months	
\$10 Copay	Up to \$50 Reimburse

In Network	Out of Network
12 Months	
\$10 Copay	Up to \$50 Reimburse

In Network	Out of Network
12 Months	
\$10 Copay	\$46 max after Copay

In Network	Out of Network
12 Months	
Up to \$85 max benefit	Up to \$85 max benefit

Lenses	12 Months
Frequency	
Benefit	
Single Vision	Paid in Full after \$25 copay
Bifocal	\$25 max after Copay
Trifocal	Paid in Full after \$25 copay
Lenticular	\$40 max after Copay
	Paid in Full after \$25 copay
	\$45 max after Copay
	Paid in Full after \$25 copay
	\$80 max after Copay

12 Months	
Paid in Full after \$25 copay	\$25 max after Copay
Paid in Full after \$25 copay	\$40 max after Copay
Paid in Full after \$25 copay	\$45 max after Copay
Paid in Full after \$25 copay	\$80 max after Copay

12 Months	
Paid in full after \$25 Copay	\$10 reimburse
Paid in full after \$25 Copay	\$25 reimburse
Paid in full after \$25 Copay	\$55 reimburse
Paid in full after \$25 Copay	\$55 reimburse

12 Months	
Paid in full after \$25 Copay	\$40 allowance
Paid in full after \$25 Copay	\$60 allowance
Paid in full after \$25 Copay	\$80 allowance
Paid in full after \$25 Copay	\$80 allowance

12 Months	
Paid in full after \$10 Copay	\$40 allowance
Paid in full after \$10 Copay	\$60 allowance
Paid in full after \$10 Copay	\$80 allowance
Paid in full after \$10 Copay	\$80 allowance

12 Months	
	\$70 max benefit
	\$85 max benefit
	\$100 max benefit
	\$190 max benefit

Contact Lenses	12 Months
Frequency	
Benefit	
Medically Necessary	Paid in Full
	\$150 max after copay
	\$160 Max after copay
	\$80 max after copay

12 Months	
Paid in Full	\$150 max after copay
\$160 Max after copay	\$80 max after copay

12 Months	
Paid in full	\$200 max after copay
\$130 Allowance plus 15% off amount over allowance	
	\$90 reimburse

12 Months	
Paid in full	\$250 allowance
\$130 allowance	\$130 allowance

12 Months	
Paid in full	\$210 max
Up to 4 boxes	\$105 max

12 Months	
	\$175 max benefit
	\$175 max benefit

Elective	24 Months
Frames	
Frequency	
Benefit	Up to \$130 Retail Value
	Up to \$70 Retail Value

24 Months	
Up to \$130 Retail Value	Up to \$70 Retail Value

24 months	
\$130 Allowance plus 20% off amount over allowance	\$65 reimburse

24 months	
\$50 Wholesale allowance + 20% off retail	reimbursement up to \$45

24 Months	
Up to \$130	reimbursement up to \$45

12 months	
	\$85 max benefit

Rates

Employee Only	\$4.60
Employee & Spouse	\$8.35
Employee & Child(ren)	\$8.80
Employee & Family	\$13.40

\$4.74
\$8.60
\$9.06
\$13.80
2 Year

\$6.36
\$12.08
\$12.73
\$18.70
1 Year

\$4.37
\$8.05
\$8.50
\$13.10
1 Year

\$5.50
\$10.43
\$12.24
\$17.21
3 Year

\$9.00
\$27.00
\$27.00
\$27.00
1 year

Attachment G: Basic Term Life - City of Colleyville Renewal/Proposals (effective 10/01/2014)

Primary Benefits	Dearborn (BCBS)	Dearborn (BCBS) Renewal	TML
Life Benefit Amount			
Full Time Employees	\$15,000	\$15,000	\$15,000
AD&D			
Full Time Employees	\$15,000	\$15,000	\$15,000
Rates			
Basic Life, per \$1,000	\$0.120	\$0.120	\$0.270
AD&D, per \$1,000	\$0.027	\$0.027	\$0.035
Total Volume	\$2,479,500	\$2,479,500	\$2,479,500
Monthly Premium	\$364.49	\$364.49	\$756.25
Annual Premium	\$4,373.84	\$4,373.84	\$9,074.97
Rate Guarantee	1 Year	1 Year	1 Year
Eligible Lives	164	164	164
% Over Current		0.00%	107.48%
Annual Difference vs Renewal		\$0.00	\$4,701.13

Attachment H: Long Term Disability - City of Colleyville Renewal/Proposals (effective 10/01/2014)

Primary Benefits	Dearborn (BCBS)	Dearborn (BCBS) Renewal
Benefit Percentage	60%	60%
Benefit Maximum	\$5,000	\$5,000
Duration of Benefits	SSNRA	SSNRA
Elimination Period	90 Days	90 Days
Contract Definition	"And" Contract	"And" Contract
Definition of Disability	2 year Own Occupation, Any Occupation thereafter	2 year Own Occupation, Any Occupation thereafter
Return to Work	Zero day residual	Zero day residual
Integration Method	Direct Offset	Direct Offset
Pre-Existing Condition	3 Months Prior, 12 Months after exclusion	3 Months Prior, 12 Months after exclusion
Contributory Status	Non-contributory	Non-contributory
Minimum Participation	100%	100%
Rates		
Per \$100 of monthly covered payroll	\$0.305	\$0.305
Monthly covered payroll	\$725,267.00	\$725,267.00
Monthly Premium	\$2,212.06	\$2,212.06
Annual Premium	\$26,544.77	\$26,544.77
Rate Guarantee	2 Years	2 Years
Eligible Lives	164	164
Contingent on Life and AD&D		
% Over Current		0.00%
Annual Difference vs Renewal		\$0.00

Attachment I

FSA and HRA Administration - City of Colleyville Renewal/Proposals

Fees	EE Counts	TASC Current	TASC Bid Response	Discovery	Aetna	BCBS
Monthly Fees						
FSA	64	\$3.61	\$3.61	\$4.50	\$5.00	\$2.22
HRA	163	\$4.57	\$4.57	\$4.00	\$5.25	declined to quote
Combined Rate		na	na	\$7.50	na	na
FSA Monthly minimum		\$200.00	\$200.00	\$0.00	\$50.00	na
HRA Monthly Minimum		\$300.00	\$300.00	\$0.00	\$50.00	declined to quote
Additional Fees						
Initial Setup Fee						
HRA		\$500.00	na	na	\$750.00	declined to quote
FSA		\$300.00	na	na	\$150.00	\$125.00
Renewal						
HRA		na	\$150.00	na	\$425.00	declined to quote
FSA		\$300.00	\$300.00	na	\$150.00	\$125.00
Debit Card Fees		na	na	na	na	na
Estimated Monthly Costs						
Monthly FSA Fees		\$231.04	\$231.04	\$0.00	\$320.00	did not bid on both required elements of proposal
Monthly HRA Fees		\$744.91	\$744.91	\$432.00	\$855.75	
Monthly HRA/FSA Combo rate		\$0.00	\$0.00	\$480.00	\$0.00	
Total Monthly Fees		\$975.95	\$975.95	\$912.00	\$1,175.75	
Estimated Annual Costs						
Annual FSA/HRA fees		\$11,711.40	\$11,711.40	\$10,944.00	\$14,109.00	did not bid on both required elements of proposal
FSA SetUp/Renewal Fees		\$300.00	\$0.00	\$0.00	\$150.00	
HRA SetUP/Renewal Fees		\$0.00	\$300.00	\$0.00	\$750.00	
Debit Card Fees		\$0.00	\$0.00	\$0.00	na	
Total		\$12,011.40	\$12,011.40	\$10,944.00	\$15,009.00	

Attachment J: Medical and Dental Benefits Survey

MEDICAL			Colleyville		Average	Bedford	Euless		Grapevine			Hurst			Keller		NRH**		Southlake			
Provider																						
Name of Provider		BCBS				Cigna	Self-Funded (Aetna)		Self Funded (UHC)			GWH-Cigna			Aetna				UHC			
Type of Medical Plan																						
PPO, HMO, etc.		PPO				HDHP	Plan A - PPO	Plan B - PPO	Platinum	Gold	Silver	HAS	Consumer-Drive	PPO	HDHP	Buy-Up	HRA	Traditional	HDHP	EPO	PPO	
In-Network Benefits																						
Deductible - Individual		\$2,000			\$1,656	\$2,500	\$600	\$1,200	\$2,500	\$1,750	\$2,000	\$2,500	\$1,000	\$2,000	\$1,700	\$750	\$1,500	\$1,000	\$3,000	\$1,500	\$1,000	
Deductible - Family		\$4,000			\$3,486	\$5,000	\$1,800	\$3,600	\$5,000	\$3,500	\$4,000	\$5,000			\$3,400	\$1,500	\$3,000	\$2,000	\$6,000	\$3,000	\$2,000	
Max Out-of-Pocket - Individual		\$1,000			\$3,321	\$5,000	\$2,500	\$3,000	\$1,000	\$1,000	\$1,000	\$4,500	\$4,000	\$3,500	\$3,250	\$2,750			\$6,000	\$5,000	\$4,000	
Max Out-of-Pocket - Family		\$2,000			\$7,042	\$10,000	\$7,500	\$9,000	\$2,000	\$2,000	\$3,000	\$9,000			\$6,500	\$5,500			\$12,000	\$10,000	\$8,000	
Max Lifetime Benefit Amount		unlimited				Unlimited	Unlimited	Unlimited				Unlimited	Unlimited	Unlimited	Unlimited	Unlimited			Unlimited	Unlimited	Unlimited	
Physician Office Co-Pay		\$25 copay			\$25	0	\$25, > \$130 20%	\$40, > \$130 30%	80% after ded	80% after ded	25	20% after ded.	\$30 copay	\$30 copay	N/A	\$25 copay			20% after ded.	\$35	\$40	
Specialist Office Co-Pay		\$30 copay			\$25	0	\$25, > \$130 20%	\$40, > \$130 30%				20% after ded.	\$50 copay	\$50 copay	N/A	\$50 copay			20% after ded.	\$35	\$40	
HRA - Individual Coverage*		\$1,250			\$837				\$1,000	\$1,000	\$750				\$500				\$935			
HRA - Family Coverage*		\$2,500			\$1,487				\$2,000	\$2,000	\$1,500				\$1,000				\$935			
Prescriptions - Preferred List																						
Deductible - Individual		\$100				Part of HDHP deductible	n/a	n/a				20% after ded.			n/a	n/a						
Deductible - Family		\$300					n/a	n/a				20% after ded.			n/a	n/a						
Tier 1 - Generic		\$20			\$9	30% after deductible	\$8	\$8	\$4	\$4	\$4	20% after ded.	\$15	\$15	\$10 copay	\$10 copay			\$10	\$10	\$10	
Tier 2 - Formulary Brand Name		\$40			\$36	40% after deductible	\$35	\$35	20% with minimum of \$15	20% with minimum of \$15	20% with minimum of \$15	20% after ded.	\$40	\$40	\$35 copay	\$25 copay			\$35	\$35	\$35	
Tier 3 - Non-Formulary Brand Name		\$70			\$64	50% after deductible	\$50 or 50%, whichever greater	\$50 or 50%, whichever greater	30% with minimum of \$30	30% with minimum of \$30	30% with minimum of \$30	20% after ded.	\$70	\$70	\$60 copay	\$50 copay			\$60	\$60	\$60	
Premium Payment (%)	Tier 4 rate	Tier 1 rate																				
City Paid - Employee Premiums	80%				84%	0	70-75%	70-75%	100%	100%	96%				Salary banded premiums.		92%	77%	100%	100%	89.90%	
City Paid - Dependent Premiums	56.075%				62%	70%	70-75%	70-75%												63%	51%	65%
Monthly Premiums - City Paid (\$)																						
Employee Only	\$336.86	\$421.07	\$393	\$382.14	\$556.17	\$521.80	\$305.12	\$399.90	\$601.61	\$210.71	\$207.26	\$207.26					\$378	\$363	\$406.14	\$484.25	\$484.25	
Employee plus Children	\$525.53	\$677.04	\$688	\$641.46	\$963.07	\$897.76	\$485.70	\$612.84	\$937.33	\$210.71	\$207.26	\$207.26					\$1,078	\$1,067	\$721.14	\$799.25	\$799.25	
Employee plus Spouse	\$629.21	\$817.69	\$654	\$638.97	\$1,143.91	\$1,064.85	\$512.12	\$645.83	\$985.29	\$210.71	\$207.26	\$207.26					\$604	\$618	\$721.14	\$799.25	\$799.25	
Employee plus Family	\$815.80	\$1,070.85	\$924	\$965.29	\$1,415.18	\$1,315.49	\$733.31	\$919.75	\$1,396.98	\$210.71	\$207.26	\$207.26					\$1,455	\$1,455	\$831.14	\$909.25	\$909.25	
Monthly Premiums - Employee Paid (\$)																						
Employee Only	\$99.48	\$15.27	\$53	\$0.00	\$188.36	\$136.80	\$0.00	\$0.00	\$28.00	\$20/month+2.25%	\$20/month+.25%	\$20/month+2.25%					\$61	\$111	\$0.00	\$0.00	\$54.20	
Employee plus Child(ren)	\$259.48	\$107.97	\$177	\$89.88	\$360.08	\$262.12	\$33.00	\$67.00	\$133.00	\$20/month+3.75%	\$20/month+1.6%	\$20/month+3.75%					\$210	\$292	\$78.96	\$154.72	\$261.50	
Employee plus Spouse	\$347.40	\$158.91	\$243	\$140.58	\$436.42	\$317.82	\$37.00	\$74.00	\$148.00	\$20/month+3.00%	\$20/month+.5%	\$20/month+3.00%					\$242	\$408	\$184.55	\$280.63	\$401.49	
Employee plus Family	\$505.63	\$250.58	\$399	\$272.78	\$550.90	\$401.38	\$60.00	\$120.00	\$240.00	\$20/month+4.50%	\$20/month+1.1%	\$20/month+4.50%					\$276	\$441	\$496.94	\$674.25	\$851.48	
DENTAL																						
Colleyville						Bedford	Euless		Grapevine			Hurst			Keller		NRH**		Southlake			
Provider																						
Name of Provider		BCBS				Cigna	Self-Funded (Aetna)					Cigna			Cigna		Aetna			UHC		
Type of Plan																						
		PPO				PPO and DMO	PPO					PPO			DHMO		PPO			DHMO	PPO	
Premium Payment (%)																						
City Paid - Employee Premiums		91%			100%	100%	70-75%	70-75%				100%			100%		100%			100%	100%	
City Paid - Dependent Premiums		0%			21%	59%	70-75%	70-75%				0			0		68%			0	0	
Monthly Premiums - City Paid (\$)																						
Employee Only		\$28.76			\$27	28.50	\$19.91	\$19.91	\$57.04			13.95			5	\$33.68	\$32		\$13.33	\$37.89		
Employee plus Children		\$28.76			\$36	EE+1 = \$37.10	\$37.83	\$37.83	\$60.03			13.95			25.67	\$63.65			\$13.33	\$37.89		
Employee plus Spouse		\$28.76			\$37	EE+2 = \$35.76	\$45.79	\$45.79	\$60.03			13.95			25.67	\$63.65			\$13.33	\$37.89		
Employee plus Family		\$28.76			\$46		\$57.76	\$57.76	\$74.12			13.95			25.67	\$63.65	\$82		\$13.33	\$37.89		
Monthly Premiums - Employee Paid (\$)																						
Employee Only		\$2.84			\$1	0	\$7.60	\$7.60	\$0			0			0	\$0.00	\$5		\$0.00	\$0.00		
Employee plus Children		\$33.73			\$24	EE+1 = \$10.00	\$14.44	\$14.44	\$15			12.56			42.86	\$29.96			\$9.32	\$46.42		
Employee plus Spouse		\$35.97			\$22	EE+2 = \$58.72	\$17.48	\$17.48	\$15			12.56			28.48	\$29.96			\$11.58	\$37.89		
Employee plus Family		\$75.25			\$37		\$22.02	\$22.02	\$20			25.81			71.34	\$29.96	\$20		\$19.18	\$90.49		

*In-network Medical deductible only
** Did not receive complete information

Colleyville's medical and dental plans are compared with the following surrounding cities: Bedford, Euless, Grapevine, Hurst, Keller, North Richland Hills, Southlake. As Colleyville is the only city that subsidizes medical premiums based on wellness program participation, the base rate (or tier 4) is used for this comparison. On average, Colleyville's competitiveness on employee paid premiums has decreased as a result of the tier 4 implementation in October 2013 but it should be noted that the tier 4 subsidy rate comprises 7% of the current employee population. Sixty-eight percent of the current employee population falls under the tier 1 rate for all levels of coverage and when comparing the tier 1 rate subsidy, Colleyville's competitiveness increases significantly as it relates to employee paid premiums. Colleyville's dental plan remains competitive at the employee only level with the surrounding cities, however Colleyville is one of two cities that do not contribute 100% towards the employee only premium.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4i

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Resolution

Department Fire

Title

Approval of an Interlocal Agreement with Northeast Fire Department Association (NEFDA) for Capital Replacement Funding and Procedures

Explanation

Reading and Public Hearing

The Northeast Fire Department Association (NEFDA), of which Colleyville is one of 14 member cities, has purchased over \$2.8 million in specialty operation emergency response equipment through grant programs and its operating budget since its inception.

It is the mission of NEFDA to consolidate the strengths and resources of all member departments for the purpose of enhancing the service delivery to all of our respective citizens across all jurisdictional boundaries. This mission is accomplished by providing our firefighters with quality professional development training, sharing of resources, cooperative mutual responses, and a commitment to community safety. The Colleyville Fire Department currently houses the Decon24 - a hazardous materials decontamination unit that belongs to NEFDA.

In order to assure the jointly used specialty operation emergency response equipment can be replaced in future years, a Capital Replacement Fund has been established. In order to fund ongoing capital equipment replacement, each participating entity will be responsible for making annual contributions to the Capital Replacement Fund based on a schedule approved by the NEFDA Board and participating cities/agencies.

Per the attached interlocal agreement, NEFDA member cities currently pay operational dues at a base rate of \$4,500 plus \$0.0720 per person based on population: Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD#1, Watauga, and Westlake.

Each of these cities recommends entering into an extended interlocal agreement for the replacement of the jointly used specialty operation emergency response equipment. The attached Current Vehicle Cost and Estimated Replacement Cost exhibit, identifies the equipment currently owned, the year purchased, the anticipated replacement year, and cost. NEFDA members propose to base the capital replacement dues at a base rate of \$5,000 per member, plus \$0.02750 per person based on population. Eleven of the 14 members of NEFDA have signed the agreement, and it is

anticipated the remaining cities of Bedford, Westlake, and Colleyville will have approval by mid-August 2014.

Financial Impact

The current NEFDA operational budget dues of \$6,134 are budgeted annually in the fire department budget. The capital replacement budget dues of \$11,399 have been provided for in the proposed Fiscal Year 2015 Fire Department budget. It is anticipated both items will be a recurring annual fee, however, per the agreement, the NEFDA Board, City Managers/District Manager representatives will meet annually in March to approve the Capital Replacement Program and determine the funding schedule.

Recommendation

Approve

Attachments

1. Northeast Fire Department (NEFDA) Interlocal Agreement
2. NEFDA Current Vehicle Cost and Estimated Replacement Cost

Northeast Fire Department Association (NEFDA) Interlocal Agreement

The State of Texas

Tarrant County

This agreement is made and entered into by and between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD#1, Watauga, and Westlake, herein referred to as “Parties”. This group of cities is also known as the Northeast Fire Department Association.

The Parties desire to enter into an agreement for the replacement of jointly-used emergency response equipment.

Now therefore, that it is agreed that in consideration of the mutual covenants, agreements and benefits to all Parties it is hereby agreed as follows:

I. Capital Replacement Funding Procedures

The Northeast Fire Department Association (NEFDA) has purchased over \$2.8 million in capital equipment through grant programs and its operating budget since its inception. In order to assure that major equipment can be replaced in future years, a Capital Replacement Fund will be established, and all funds will be deposited in a depository account managed by the City of Hurst. Each participating entity will be responsible for making annual contributions to the Capital Replacement Fund based on a schedule approved by the NEFDA Board and participating cities/agencies. The administration of the Capital Replacement Fund will be the responsibility of the NEFDA Board of Directors and the City Managers of Hurst, Euless and North Richland Hills and Haltom City (representing the participating cities/agencies). A listing of all Major Capital purchases over \$15,000 will be detailed in a replacement schedule showing the replacement amount and the year that the equipment is scheduled for replacement.

The Capital Replacement Program will be updated annually by the NEFDA Board and its members. The NEFDA Board and City Manager/District Manager representatives will meet annually, in March, prior to the budget year to approve the Capital Replacement Program and to determine the Capital Replacement funding schedule. The Capital Replacement Schedule may be adjusted as new equipment is received or as old equipment is retired. The replacement and funding schedules will be reviewed by all participating cities/agencies at an annual meeting that will be held in April, prior to the plans implementation on October 1st of the new fiscal year. All operational funds will be governed by the NEFDA Board of Directors. All year-end undesignated operational budget surpluses will be transferred to the Capital Fund by October 1st. At any time if a Federal Audit is required of Grant Funds, NEFDA will reimburse the cities/agencies for any audit expenses. Disbursements from the fund will be approved by the NEFDA Board and the City Manager/District Manager representatives as determined by the approved funding plan.

Each participating city/agency may house and operate specific equipment. If equipment is housed by a participating city/agency they will hold the title to that equipment. Each city/agency that holds

title to equipment will be fully responsible for the equipment and will insure the equipment for loss or damage at full replacement value. Any retired equipment will be auctioned with the proceeds being deposited into the Capital Replacement Fund as permitted through grant funding procedures. Auctioned equipment will go through the public auction process as determined by State Law and by the entity that has responsibility for the equipment.

II.

Term of Agreement / Consideration

2.01 Term. The terms of the agreement shall become effective upon approval by the governing body for each respective Party hereto and shall remain in effect for an initial term of one (1) year commencing upon the date of each Party's signature below, which term shall renew automatically annually upon the anniversary date of this agreement unless earlier terminated by a Party as provided herein. If a Party desires to opt out, the Party must give a 90 day notice of such intent. If a Party opts out, the agreement remains intact for the rest of the Parties. Adding Parties to the agreement will not affect the terms of the agreement.

2.02 Consideration. The Parties agree that sufficient consideration for this agreement exists and is found in the cross promises set forth above and other good and valuable consideration. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this agreement. Each cities/agencies payment is identified in Exhibit A of this agreement.

III.

Amendments

This agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. The Amendment will not be effective to any Party that does not agree.

VI.

Compliance with All Applicable Laws

The Parties shall observe and comply with all Federal, State, local laws, rules, ordinances, and regulations affecting the conduct or services provided and their performance of all obligations undertaken by this Agreement.

V.

Legal Considerations

All local, State and Federal Laws shall supersede any provisions made in this agreement. Any provision so effected will not negate the rest of the agreement. In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, unenforceable provision had never been

this agreement shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein. This agreement is performable in Tarrant County, Texas, and venue for any proceeding under this agreement shall be in Tarrant County, Texas. This agreement shall become binding and effective as to each individual Party upon signature by an authorized representative of such individual Party.

VI. Liability / Governmental Immunity

All civil liability arising from the furnishing of fire/EMS protection services under this agreement shall be assigned to the party actually providing the equipment, services, and manpower pursuant to Texas Government Code, Section 791.006 (a-1) and the assignment of liability is intended to be different than liability otherwise assigned under Texas Government Code, Section 791.006 (a). Notwithstanding the foregoing, the fact that parties hereto accept certain responsibilities relating to the rendering of Fire Protection and Emergency Medical Services under this agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. No Party hereto waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

VII. Insurance

Each Party shall provide liability insurance to cover the operation of the equipment housed by that Party, and the acts and omissions or of its respective officers, employees, and agents' obligations under this agreement. A Party may use a program of self-insurance to provide all or part of such liability insurance, but if so, such party shall provide the details of such insurance to the other Parties upon request.

VIII. Non-Waiver

All rights, remedies and privileges permitted or available to any Party under this agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by any party in the enforcement of any such right, remedy or privilege against any other Party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by any party under this agreement shall not result in a forfeiture of any rights, remedies, or privileges under this agreement by such defaulting Party.

IX.
Signature Authority

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto and each Party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

X.
No Third-Party Beneficiaries

By entering into this agreement, the Parties do not create any obligations express or implied, other than those set forth herein. This agreement shall not create any rights in any Parties not signatory hereto.

CITY OF BEDFORD

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

MA R
City Attorney

CITY OF GRAPEVINE

7212 
City Manager

ATTEST:

Jodi Brown
City Secretary

APPROVED AS TO FORM:

MA R
City Attorney

CITY OF COLLEYVILLE

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

MA R
City Attorney

CITY OF HALTOM CITY

Heidi
City Manager

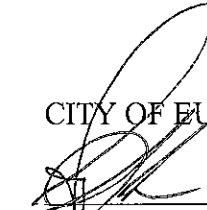
ATTEST:

Aut Comacho
City Secretary

APPROVED AS TO FORM:

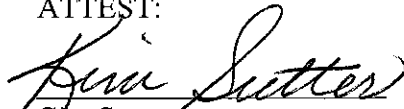
WKO
City Attorney

CITY OF EULESS



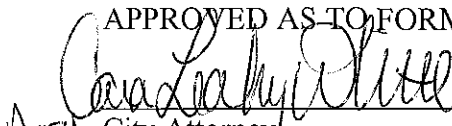
City Manager

ATTEST:



City Secretary

APPROVED AS TO FORM:



Asst. City Attorney

CITY OF KELLER



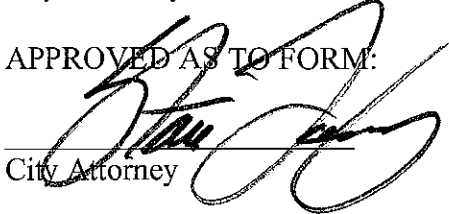
City Manager

ATTEST:



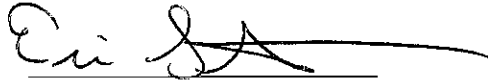
City Secretary

APPROVED AS TO FORM:



City Attorney

CITY OF RICHLAND HILLS



City Manager

ATTEST:



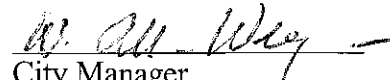
City Secretary

APPROVED AS TO FORM:



City Attorney

CITY OF HURST



City Manager

ATTEST:



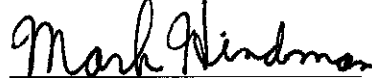
City Secretary

APPROVED AS TO FORM:



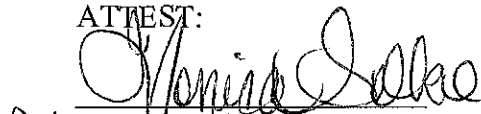
City Attorney

CITY OF NORTH RICHLAND HILLS



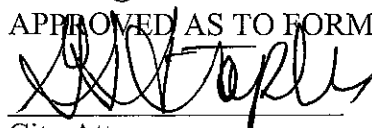
City Manager

ATTEST:



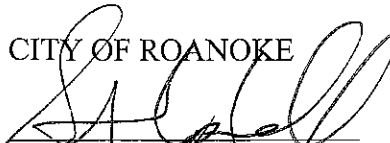
Asst. City Secretary

APPROVED AS TO FORM:



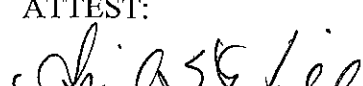
City Attorney

CITY OF ROANOKE



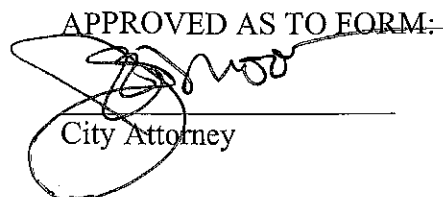
City Manager

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

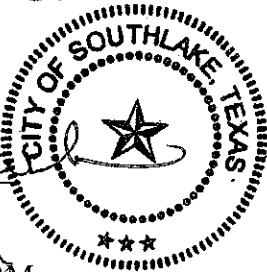
CITY OF SOUTHLAKE

Shanayleverton
City Manager

ATTEST:

Olivia Kilgore
City Secretary

Frank B. Daniel
APPROVED AS TO FORM:
City Attorney



CITY OF WATAGUA

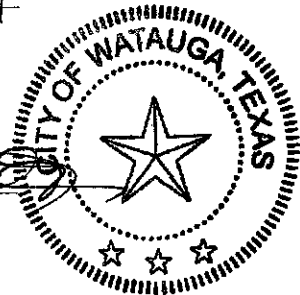
Hebert Garcia
City Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



TROPHY CLUB MUD#1

Samuel Smith
District Manager

ATTEST:

Karlson
District Secretary

APPROVED AS TO FORM:

[Signature]
MUD#1 Attorney

CITY OF WESTLAKE

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

City	City Population	Operation Dues			Capital Replacement Dues			Total NEFDA Fee
		Base Fee	Pop. Fee	Total	Base Fee	Pop. Fee	Total	
Bedford	47,310	\$4,500	\$3,321	\$7,821	\$5,000	\$13,010	\$18,010	\$25,831
Colleyville	23,270	\$4,500	\$1,634	\$6,134	\$5,000	\$6,399	\$11,399	\$17,533
Eules	51,570	\$4,500	\$3,620	\$8,120	\$5,000	\$14,182	\$19,182	\$27,302
Grapevine	47,070	\$4,500	\$3,304	\$7,804	\$5,000	\$12,944	\$17,944	\$25,749
Haltom City	42,190	\$4,500	\$2,962	\$7,462	\$5,000	\$11,602	\$16,602	\$24,064
Hurst	37,460	\$4,500	\$2,630	\$7,130	\$5,000	\$10,302	\$15,302	\$22,431
Keller	41,090	\$4,500	\$2,885	\$7,385	\$5,000	\$11,300	\$16,300	\$23,684
NRH	64,240	\$4,500	\$4,510	\$9,010	\$5,000	\$17,666	\$22,666	\$31,676
Richland Hills	7,870	\$4,500	\$552	\$5,052	\$5,000	\$2,164	\$7,164	\$12,217
Roanoke	6,470	\$4,500	\$454	\$4,954	\$5,000	\$1,779	\$6,779	\$11,733
Southlake	27,080	\$4,500	\$1,901	\$6,401	\$5,000	\$7,447	\$12,447	\$18,848
Trophy Club	9,400	\$4,500	\$660	\$5,160	\$5,000	\$2,585	\$7,585	\$12,745
Watauga	23,500	\$4,500	\$1,650	\$6,150	\$5,000	\$6,463	\$11,463	\$17,612
Westlake	1,040	\$4,500	\$73	\$4,573	\$5,000	\$286	\$5,286	\$9,859
Total	429,560	\$63,000	\$30,155	\$93,155	\$70,000	\$118,129	\$188,129	\$281,284

Base
Fee
\$4,500

Pop Fee
\$0.0702

Base
Fee
\$5,000

Pop fee
\$0.2750



Current Vehicle Cost & Esitmated Replacement Cost

Vehicle	Year	Initial Cost	Replacement Year	Estimated Replacement Cost	Chassis Only Replacement Cost
Rescue 56	2005	\$350,000	2025	\$500,000	\$350,000
Rescue 47	2009	\$498,000	2029	\$650,000	\$455,000
Swiftwater 20 (boat)	2009	\$26,000	2024	\$35,000	\$35,000
Swiftwater 47 (boat)	2007	\$26,000	2022	\$35,000	\$35,000
Swiftwater 15 (boat)	2011	\$26,000	2026	\$35,000	\$35,000
Swiftwater 55 (boat)	2011	\$26,000	2026	\$35,000	\$35,000
Swiftwater 20 (tow vehicle)	2004	\$28,000	2019	\$40,000	\$40,000
Swiftwater 47 (tow vehicle)	2011	\$47,000	2026	\$60,000	\$60,000
Swiftwater 15 (tow vehicle)	2004	\$28,000	2019	\$40,000	\$40,000
Swiftwater 55 (tow vehicle)	2011	\$47,000	2026	\$47,000	\$60,000
Decon 24	2005	\$110,000	2025		
Haz Mat 22	2005	\$215,000	2025	\$500,000	\$350,000
Haz Mat 66	2004	\$275,000	2024		
MCI 55	2003	\$161,000	2023		
EOD 22	2004	\$240,000	2024	\$375,000	\$262,500
Air 15	2003	\$390,000	2018	\$520,000	\$364,000
		\$2,493,000		\$2,872,000	\$2,121,500



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4j

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Resolution

Department Fire

Title

Approval of an Interlocal Assistance Agreement for Fire and Explosion Investigations, and authorizing the mayor to execute the agreement

Explanation

Reading and Public Hearing

The Colleyville Fire Department has been a participating agency in the Interlocal Assistance Agreement with the Tarrant County Fire Marshal's Office for Fire and Explosion Investigations since 1981, then known as the County Arson Task Force. Colleyville is one of 29 participating agencies which include: Tarrant County, Hood County, and Parker County Fire Marshal's Offices; DFW Airport; and the cities of Burleson, Euless, Flower Mound, Roanoke, Crowley, Richland Hills, North Richland Hills, Watauga, Azle, Hurst, Benbrook, Grapevine, Westlake, Keller, Mansfield, Kennedale, Southlake, Everman, Bedford, Saginaw, Lake Worth, Grand Prairie, DeSoto, and Midlothian. Each of the participating agencies pay an annual fee of \$150. Staff recommends approval of the attached Interlocal Agreement, which will continue the City's participation in this joint effort.

Per the agreement, the Tarrant County Fire Marshal is the Coordinator of the investigative task force and his office is the central repository for the documents executing the agreements and activation of the response teams. Additionally, when requested by a participating agency, any other agency to this agreement shall provide available members of its fire investigation unit to assist in the cause and origin investigation of a fire or explosive incident and provide such other investigative assistance that is necessary for the prosecution of any criminal activity associated with the incident. While engaged in such activities, employees of the responding agency are under the direction and supervision of the requesting agency's officer in charge of the investigation process.

Financial Impact

The membership dues of \$150 are provided in the Fire Department annual budget.

Recommendation

Approve

Attachments

1. Interlocal Assistance Agreement for Fire and Explosion Investigations

THE STATE OF TEXAS}
COUNTY OF TARRANT}

**INTERLOCAL ASSISTANCE AGREEMENT FOR
FIRE AND EXPLOSION INVESTIGATIONS**

This agreement is entered into by and between the city, county or other governmental agency that is signatory to this agreement, all being either municipal corporations, county government, or some other political subdivision chartered or established by the Constitution of the State of Texas, hereinafter referred to as "member agencies" or "Party", and each acting through their duly authorized elected representatives.

This agreement supersedes and shall be controlling over all other interlocal agreements for fire, arson or explosion investigation between any of the member agencies, and all other such agreements are specifically repealed in whole.

WITNESSETH

WHEREAS, the governing officials of the member agencies and political subdivisions of the State of Texas, desire to secure for each member agency or political subdivision the benefits of mutual aid in the protection of life and property from fire or explosion by entering into this interlocal agreement for establishing investigative resources to conduct the cause and origin investigation of a fire or explosion and perform any latent criminal investigations resulting from said fire or explosion incident.

WHEREAS, there is a need for investigative cooperation for suspected arson cases in Tarrant County and the surrounding Counties; and

WHEREAS, the parties hereto have determined that the best possible method for attacking the crime of arson within Tarrant County and the agencies within the surrounding Counties, to include Dallas, Denton, Ellis, Johnson, and Parker County is an agreement establishing such cooperation; and

WHEREAS, the parties desire to enter into this agreement to provide investigative cooperation in connection with arson or suspected arson cases; and

WHEREAS, each participating agency is authorized to perform the services contemplated for it herein;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The Parties hereto execute this agreement for the purpose of providing fire and arson investigation and prosecutorial capabilities to each other as the need arises.
2. The Tarrant County Fire Marshal shall be the Coordinator of the investigative task force created by this agreement and his office shall be the central repository for the documents executing such agreements.
3. Any request for investigative assistance by one party to another party under the terms of this agreement does not obligate that party to respond if resources are not available. The availability of any officer to respond to a request for assistance shall be determined by the party responding to the request.
4. When requested by a party, any other party to this agreement shall provide available members of its arson investigation unit to assist in the cause and origin investigation of a fire or explosive incident and provide such other investigative assistance that is necessary for the prosecution of any criminal activity associated with the incident. While engaged in such activities, employees of the responding party shall be under the direction and supervision of the requesting party's officer in charge of the investigation process.
5. While performing tasks under this agreement, employees of the responding Party shall be vested with all arson investigative and police powers of the requesting Party's officer-in-charge.
6. In performing its duties under this agreement, each party will comply with all necessary Federal, State, and local laws, rules and regulations, including those relating to the disposal of property acquired from grant funds.
7. The party that regularly employs the investigative officer shall be responsible for all salary, disability and pension payments, injury or death benefits, workers compensation benefits, damages to equipment and clothing of the officer while he or she is involved in activities pursuant to this agreement, the same as though the services had been rendered within the limits of the jurisdiction wherein he or she is regularly employed. The requesting Party shall have no obligation to reimburse the responding Party for such cost.
8. In the event that any person performing services pursuant to this Agreement shall be cited as a party to any civil lawsuit, State or Federal, arising out of performance of those services, he or she shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of performance of duties as a member of the department or agency where he or she is regularly employed and in the jurisdiction of the party by which he or she is regularly employed.
9. Each Party to this agreement expressly waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.

10. It is expressly understood that when an employee or volunteer of the responding member agency is performing duties under the terms of this agreement, that the person is considered to be acting in the line of duty for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties within the provisions of Chapter 615, Texas Government Code and Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury or death, or loss which occurs while in the line of duty.

11. A party to this agreement may withdraw from it only after providing not less than ninety (90) days written notice of same to the Tarrant County Fire Marshal who is acting as the central repository of all agreements between member agencies.

12. This agreement when signed into effect by the elected official of each member agency will authorize that agency to be placed on "Member's Agency List", which will hereafter be known as Exhibit "A" and will constitute a listing of agencies whose fire and arson investigative personnel will constitute the man-power pool of Arson Task Force Members who are in compliance with by-laws of the Tarrant County Fire and Arson Investigators Association.

ATTEST:

APPROVED:

City Secretary

Mayor

On this the _____ day of _____ 20__ AD

APPROVED AS TO FORM:

City Attorney



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4k

Agenda Date 07/15/2014

Number Resolution R-14-3766

Type Resolution

Department Finance

Title

Approval of a contract with Pattillo, Brown and Hill, L.L.P., for audit services for fiscal year ended September 30, 2014, in the amount of \$43,725

Explanation

Reading and Public Hearing

On May 14, 2013, the City Council awarded the contract for auditing services to Pattillo, Brown and Hill, L.L.P., for a five-year term (Fiscal Years 2013-2017) by Resolution R-13-3627. The cost of auditing services for fiscal year ended September 30, 2014 is \$43,725, as proposed for the second year of services, in the original request for proposal and attached engagement letter. Prior to the City Council meeting, the Audit Committee met to discuss utilizing Pattillo, Brown and Hill, L.L.P. for the fiscal year ended September 30, 2014 audit. Also, attached is the firm's most recent peer review report dated August 29, 2013.

Financial Impact

Funding for the annual audit is provided in the following budgets: General Fund (Finance), Utility Fund (Utility Billing), Drainage Utility Fund, Crime Control and Prevention District Fund, and Colleyville Economic Development Corporation Fund.

Recommendation

Approve

Attachments

1. Fiscal Year 2014 Audit Engagement Letter
2. Audit Peer Review Report



P A T T I L L O , B R O W N & H I L L , L . L . P .
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

July 7, 2014

City of Colleyville, Texas
100 Main Street
Colleyville, Texas 76034

To the City Council of Colleyville, Texas and Finance Manager

We are pleased to confirm our understanding of the services we are to provide City of Colleyville, Texas for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Colleyville, Texas as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Colleyville, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Colleyville, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress – Texas Municipal Retirement System.

WACO, TX
401 West Highway 6
Waco, Texas 76710
254.772.4901
www.pbhcapa.com

HOUSTON, TX
281.671.6259
RIO GRANDE VALLEY, TX
956.544.7778

TEMPLE, TX
254.791.3460
ALBUQUERQUE, NM
505.266.5904


Governmental Audit
Quality Center

We have also been engaged to report on supplementary information other than RSI that accompanies City of Colleyville, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual non-major fund financial statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section.
- 2) Statistical Section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Colleyville, Texas and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Colleyville, Texas' financial statements. Our report will be addressed to the City Council of City of Colleyville, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other

matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Colleyville, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or

to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Colleyville, Texas' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will

not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the requesting federal agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

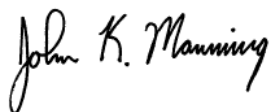
We expect to begin our audit on approximately November 3, 2014 and to issue our reports no later than January 28, 2015. John K. Manning is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$43,725. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2013 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to City of Colleyville, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Pattillo, Brown & Hill, L.L.P.



JKM/ad

RESPONSE:

This letter correctly sets forth the understanding of City of Colleyville, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

American Institute of
Certified Board Accountants

Mississippi Society of
Certified Public Accountants

An Independent Member of
CPA Associates International, Inc.,
A Worldwide Association of Accounting Firms



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SYSTEM REVIEW REPORT

August 29, 2013

**To the Partners of
Pattillo, Brown & Hill, L. L. P.
and the National Peer Review Committee**

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L. L. P.** has received a peer review rating of *pass*.


EUBANK, BETTS, HIRN, WOOD, PLLC



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 41
Type Resolution
Department City Manager

Agenda Date 07/15/2014

Number Resolution R-14-3766

Title

Approval of an update to the City's Strategic Plan

Explanation

Reading and Public Hearing

The purpose of this item is to bring forward for formal approval an update to the City of Colleyville's current Strategic Plan in order to continue the constant improvement of our Strategic Management System. The proposed changes were presented and discussed with the City Council at the May 28, 2014 Budget Worksession, at which time the City Council affirmed the proposed changes and provided direction for staff to bring forward the changes for adoption.

Prior to 2009, the City operated under an annual workplan, which contained annual goals and objectives as determined by City Council and staff. The economic recession that began in 2008 prompted the City to reevaluate services to ensure alignment with the community's highest priorities. Therefore, in November 2009, the City Council adopted the City's first Strategic Plan. This plan defined the City's long-term focus areas, as well as shorter term objectives, providing staff with consistent direction for where and how our resources should be targeted. This plan was amended in 2012 to re-emphasize our focus on economic development and core service delivery. A current version is attached.

Since the adoption of that initial plan, several other elements have been added to create an overall Strategic Management System, including a biennial citizen and employee survey, departmental business plans, quarterly performance reports, a dashboard flier, and The Colleyville Way, a document which describes and operationalizes our values and assists in holding all employees accountable for the same expectations.

Regular evaluation, and re-evaluation of our efforts ensures that our progress is intentional, and in the right direction. The attached Strategy Map represents the next step in continuing our constant work to deliver financial and performance accountability, transparency, maintained focus, and alignment of resources with priorities. Strategy Maps are the communication tool used to portray a Balanced Scorecard Strategic Management System and identify the objectives that must be accomplished to be considered successful. Programs, services, and initiatives are then aligned with the Strategy Map. In a Balanced Scorecard approach, the City will focus

on the Learning and Growth Perspective, the Financial Perspective, the Business Perspective, and the Customer Perspective to ensure that we effectively deliver the high quality programs and services expected by citizens. Achieving the objectives outlined from each of the four perspectives ultimately serves to ensure that we are delivering on the City's focus areas: (1) Protect and preserve Colleyville's neighborhoods, (2) Sustainable government, (3) Economic development, and (4) Core services. The attached Strategy Map is designed to improve and advance the current Strategic Plan, last updated in 2012.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. 2012 Strategic Plan
2. Proposed Strategy Map

STRATEGIC PLAN



Vision

Colleyville is a model city with attention to being an efficient and attractive neighborhood-oriented community sensitive to our history, resources and residents.

Mission

The mission of the City of Colleyville is to provide unique customer service through our tradition of excellent stewardship, employee innovation and integrity.

Values

Integrity
Service
Innovation

Strategic Points

Make a long-term commitment to economic development and help foster a more diversified tax base

- Protect and preserve commercial development along Colleyville Blvd. in order to maximize the highest and best use of the City's primary commercial corridor.
- Mitigate the economic impact of Colleyville Blvd. reconstruction.
- Work with property owners and representatives to master plan the remaining large, undeveloped tracts of commercial property.
- Promote a visitor's economy.
- Pursue opportunities to advance small business development and create business incubators in order to nurture the commercial tax base.
- Market Colleyville as a medical specialist, procedure and laboratory center.
- Encourage commercial development along Precinct Line Road.

Foster excellence in core service delivery

- Ensure adequate resources for public safety.
- Provide adequate reinvestment to insure high quality infrastructure.
- Provide premier parks, open spaces and neighborhood connectivity.
- Promote life-long learning and community engagement through the Colleyville Public Library.
- Maintain a reputation for high quality and unique customer service.

Protect and preserve the City's neighborhoods

- Preserve Colleyville's unique, rural neighborhoods and high property values.
- Mitigate the impact of aging infrastructure.
- Utilize partnerships to enhance safety and security and community amenities.
- Continue mobility enhancements that complement neighborhoods.

Deliver sustainable government

- Quantify and mitigate the lack of redundancy in City operations.
- Weigh and evaluate citizen expectations in relation to City build out and declining revenues.
- Seek innovative technology solutions where appropriate.
- Identify alternatives to increasing costs of service delivery.
- Deliver fiscally responsible government.
- Attract and retain high quality employees.

Brand Colleyville with a unique identity

- Celebrate and promote Colleyville's willingness to be unique / set apart from other cities.
- Capitalize on Colleyville's small town feel in the middle of the Metroplex.
- Celebrate Colleyville's unique destinations.

Integrity



Service



Innovation

STRATEGY MAP

Colleyville is a model city with attention to being an efficient and attractive neighborhood-oriented community sensitive to our history, resources and residents. We do this by providing citizen valued services that result in a continuously improving quality of life.



DELIVER ON OUR FOCUS AREAS

Protect and Preserve Colleyville's Neighborhoods • Sustainable Government • Economic Development • Core Services

SERVE OUR CUSTOMERS

C1- Provide attractive and unique spaces for enjoyment of personal interests and community interaction

C2- Deliver high quality and unique customer service

C3- Attract and retain high quality businesses to provide a thriving, diversified tax base that attracts visitors

C4- Provide mobility enhancements that complement neighborhoods

C5- Achieve the highest standards of safety & security

MANAGE THE BUSINESS

B1- Seek innovative technology solutions where appropriate

B2- Proactively seek process improvements and sustainable solutions

B3- Utilize partnerships to implement cost-effective service solutions

B4- Cultivate a culture of transparency and consistent communication

B5- Use the Strategy Map to ensure that the focus stays on those programs and services identified as priorities by the community

PROVIDE FINANCIAL STEWARDSHIP

F1- Protect and preserve the City's top financial ratings

F2- Invest to provide and maintain high quality public assets

F3- Forecast needs and plan for the future, balancing priorities with resources

F4- Adhere to the City's financial and budgetary policies

PROMOTE LEARNING & GROWTH

L1- Attract, develop, and retain skilled employees who embrace our values

L2- Foster positive employee engagement

L3- Ensure our people understand the strategy and how they contribute to it

L4- Enhance leadership capabilities to deliver results and develop bench strength

L5- Empower informed decision-making and appropriate risk taking at all levels in the organization

CRITICAL BUSINESS OUTCOMES

2014 - 2016

CB01- Maximize the highest and best use of the City's business corridors

CB02- Implement the Comprehensive Plan

CB03- Address the most critical infrastructure needs

CB04- Keep citizens informed through their preferred methods

CB05- Address traffic issues on Glade Rd.

CB06- Look for ways to finish SH26

Integrity

Service

Innovation



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 5a

Agenda Date 07/15/2014

Number Ordinance O-14-1920

Type Ordinance

Department Community Development

Title

Consideration of a request for an amendment to the Special Use Permit provisions authorizing alcoholic beverage sales for off-premises consumption on Lot 7A, Block 2, Village Park Addition, located at 4801 Colleyville Boulevard and authorizing alcoholic beverage sales for on-premises consumption on Lots 1R1, 4, 5A, 6A, 7A, and 9R, Block 2, Village Park Addition, located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard, Case ZC14-014

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the July 1, 2014 City Council meeting. The City Council requested that the applicant provide an updated landscaping plan, as well as pictures, showing parking islands that contain larger river rock with a darker shade to provide more contrast with the concrete parking lot. To date, the applicant has not provided any updated plans or pictures.

First Reading and Public Hearing

Bevin Prater, on behalf of AC Village Park Partners, LLC, has submitted a request to amend the provisions of the Special Use Permit that allows the sale of alcoholic beverages for on and off premise consumption in the Colleyville Downs shopping center located in the 4700 and 4800 block of Colleyville Boulevard. Specifically, the applicant is requesting a waiver to the landscaping requirements for the shopping center parking lot.

Existing Zoning and Development Conditions. The subject properties are zoned CC2-Shopping Center zoning district. A Special Use Permit was approved by the City Council on October 2, 2013 by Ordinance O-13-1881 (attached) authorizing the sale of alcoholic beverages for on-premise consumption for the entire shopping center and authorizing off- premise alcohol sales for 4801 Colleyville Boulevard, which contains the new Whole Foods Market.

As part of the conditions listed in Ordinance O-13-1881, the buildings were required to meet a minimum design score of 30, two landmark signs were approved for the shopping center parking lot, and the entire shopping center site was required to meet the landscaping requirements of Chapter 4-Landscaping and Buffering in the Land Development Code. Included as part of meeting the requirements of Chapter 4 is the

requirement that the parking lot for the shopping center must contain landscaped islands where none currently exist.

The improvements to the shopping center required by Ordinance O-13-1881 are nearing completion. As part of a routine inspection, staff discovered that the new parking lot islands did not contain the correct landscape mixture.

Applicant's Request. Given the requirement contained in Ordinance O-13-1881 that all site landscaping meet the requirements of Chapter 4-Landscaping and Buffering in the Land Development Code, the applicant is requesting a variance to the parking lot landscaping requirements contained in Chapter 4-Landscaping and Buffering (attached). The applicant proposes to place Texas river rock in place of the required sod, grass, or mulch as bedding material in the parking lot islands. All other requirements would remain in compliance.

Section 4.6(3)i4 of the Land Development Code states that "landscape material in parking lots shall include shrubs and trees or a combination thereof, which in turn may be planted with a combination of grass, ground cover, and/or flowering plants". Ground cover may only include plant material and/or grass.

In the attached request from the applicant, they state that "turf in medians can pose many issues: the heat of the surrounding pavement causes the turf to dry out during the summer, cars frequently run over turf in medians causing ruts, and operating landscape equipment (mowers, edgers, and weedeaters) in medians right next to parked cars poses damage liability". The applicant states that the overall design of the landscaping at Colleyville Downs "was intended to include drought-tolerant, native and low maintenance plants, drip irrigation for water conservation, and the stone was selected as a permanent mulch solution, thereby reducing the client's recurring maintenance expense". They further state that "wood mulch would have required replenishing at least once annually, which can be substantial labor and materials expenses". Finally, the applicant states that the stone was specifically selected to aesthetically enhance the stone that was applied to the building façade.

Attached are pictures of a parking lot and a completed landscape island showing the proposed landscape mixture.

Public Notification. Staff notified 110 property owners within 500 feet of the subject properties regarding this request, as well as all homeowner's associations within 500 feet. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has not received any correspondence regarding this request.

Staff Recommendation. Staff recommends denial of this item for the following reasons:

- Chapter 4-Landscaping and Buffering in the Land Development Code does not provide any options for the type of parking lot landscaping (rock) proposed by the applicant;
- There is no precedent established for this type of landscaping within a parking lot elsewhere in the City;
- The parking lot islands installed in a portion of the shopping center that were required by Ordinance O-10-1780 (attached) authorizing the Special Use Permit for Goody Goody Liquor at 4701 Colleyville Boulevard included grass, not stone, as a primary ground cover material;
- The presentation from the applicant to the City Council (attached) when Ordinance O-13-1881 was under consideration in 2013 showed green landscaping in the parking lot islands.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the June 23, 2014 meeting by a vote of 4-3, subject to the following conditions:

- The rock material used for the landscape beds in the parking lot islands shall be "Texas Brazos Native River Rock"; and
- The landscaping for the parking lot islands in the development shall be consistent with the approved landscape plan on file with the City and shall be maintained in good condition with said plantings.

Although staff is recommending denial as described above, these conditions are reflected in the proposed ordinance.

Summary. The applicant is requesting a variance to the parking lot landscaping requirements contained in Chapter 4-Landscaping and Buffering in the Land Development Code.

Financial Impact

There is no financial impact to the City.

Recommendation

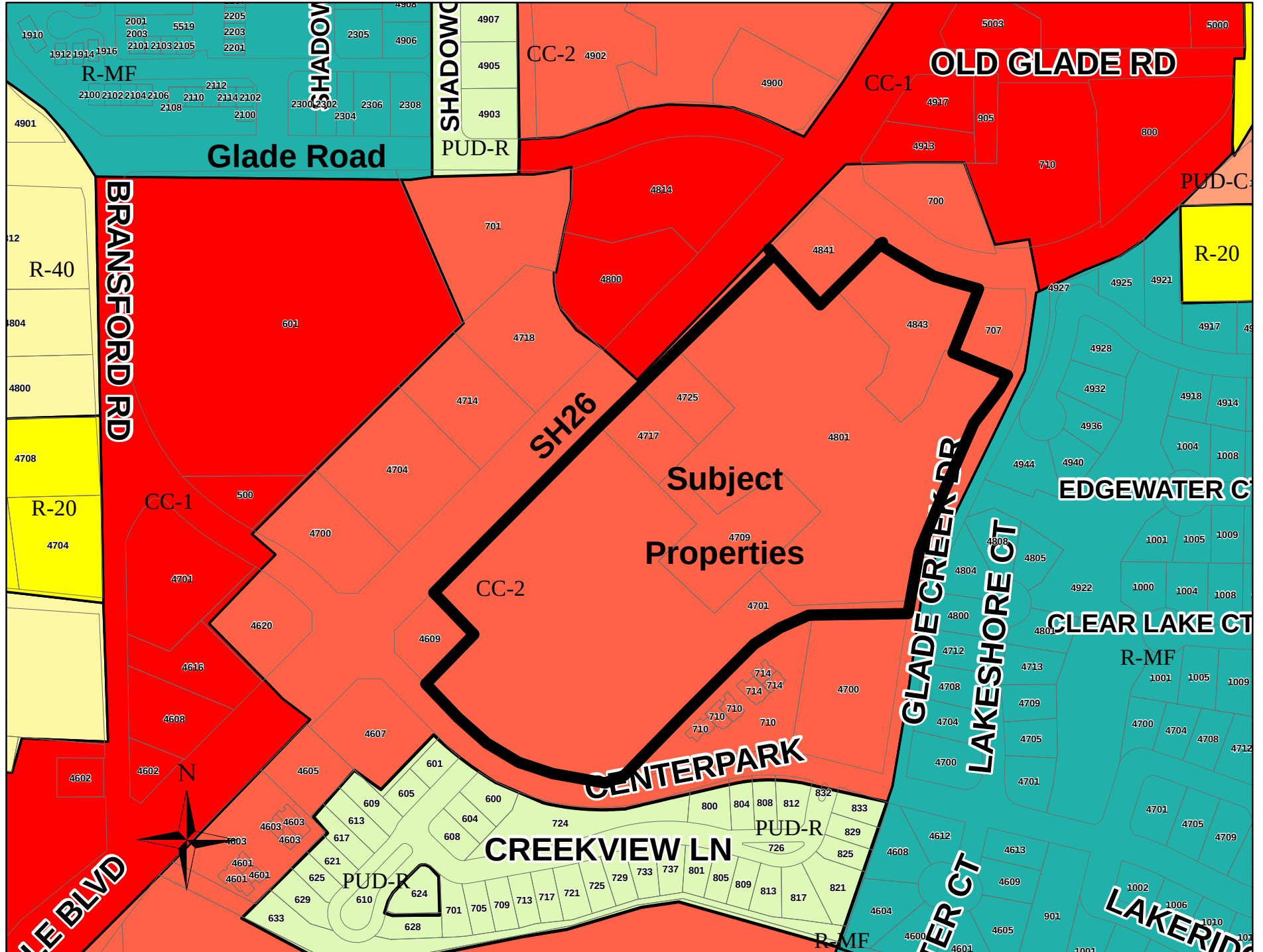
Denial

Attachments

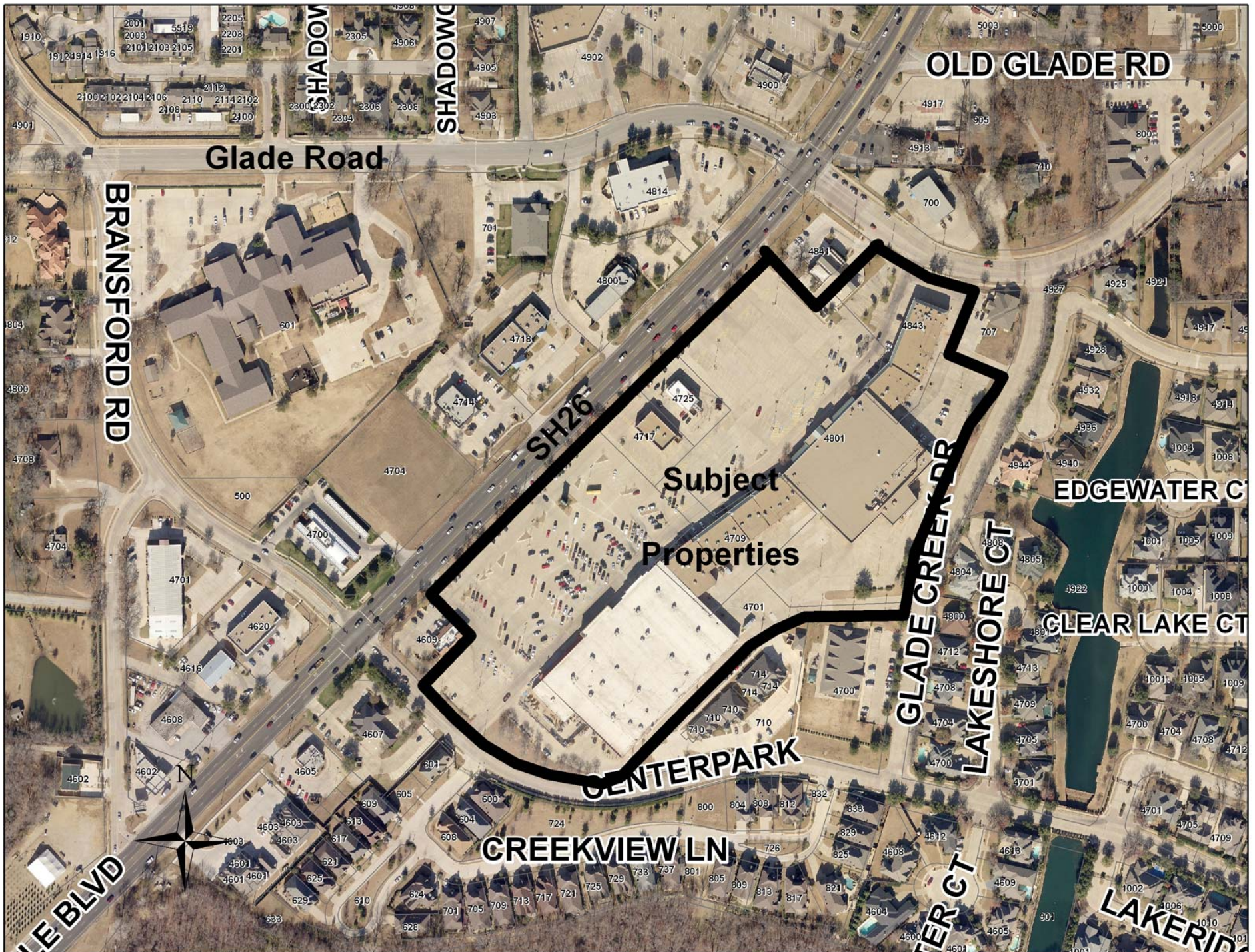
1. Location and Zoning Map
2. Aerial
3. Notification List
4. Buffer Map

5. Applicant's Request
6. Applicant's Presentation to the City Council from September 3, 2013
7. Original Landscape Plan
8. Proposed Landscape Islands
9. Photo of River Rock in Landscape Island
10. Ordinance O-10-1780
11. Ordinance O-13-1881
12. Ordinance O-14-1920

Location and Zoning Map



Aerial



Notification List

Owner Name	Owner Address	Owner City	State	Situs Address
Y2KITCHEN PROPERTIES LLC	5003 COLLEYVILLE BLVD	COLLEYVILLE	TX	000710 GLADE RD
THOMPSON, JOHN E	5017 MONTCLAIR DR	COLLEYVILLE	TX	000905 OLD GLADE RD
ZELL THREE INC	1190 EXPLORER ST	DUNCANVILLE	TX	000700 GLADE RD
NOBEL SOURCE COMPANY LLC	640 S HILL ST STE 341	LOS ANGELES	CA	000800 GLADE RD
NOBLIT, DON ETUX BARBARA	PO BOX 820895	FORT WORTH	TX	004913 COLLEYVILLE BLVD
R&L CAPITAL PROPERTIES LLC	6903 SHEPHERDS GLN	COLLEYVILLE	TX	004800 COLLEYVILLE BLVD
FONBERG, PETER D	5452 GLEN LAKES DR STE 2	DALLAS	TX	004718 COLLEYVILLE BLVD
4714 COLLEYVILLE BLVD PRTNRS	8235 DOUGLAS AVE STE 65	DALLAS	TX	004714 COLLEYVILLE BLVD
Y2KITCHEN PROPERTIES LLC	4500 DARTMOORE LN	COLLEYVILLE	TX	005003 COLLEYVILLE BLVD
AC VILLAGE PARK PARTNERS LLC	8235 DOUGLAS AVE STE 65	DALLAS	TX	004701 COLLEYVILLE BLVD
DAUNIS, WALTER F & LETAINE	106 BLUE STEM LN	HASLET	TX	004609 COLLEYVILLE BLVD
COMPASS BANCSHARES INC	PO BOX 10566	BIRMINGHAM	AL	004841 COLLEYVILLE BLVD
AC VILLAGE PARK PARTNERS LLC	8235 DOUGLAS AVE STE 65	DALLAS	TX	004801 COLLEYVILLE BLVD
AC VILLAGE PARK PARTNERS LLC	8235 DOUGLAS AVE STE 65	DALLAS	TX	004725 COLLEYVILLE BLVD
BLOCKBUSTER INVESTMENT LTD	2317 CLEARVIEW CT	LEWISVILLE	TX	004608 COLLEYVILLE BLVD
KWIK KAR OF COLLEYVILLE TX LLC	4616 COLLYVILLE BLVD	COLLEYVILLE	TX	004616 COLLEYVILLE BLVD
HAOCHUAN, LI ETUX MEI HAN	4313 PEMBROOKE PKWY N	COLLEYVILLE	TX	004603 COLLEYVILLE BLVD # 120
HOA OF CAMBRIDGE PLACE INC	3500 MAPLE AVE STE 1165	DALLAS	TX	000633 CREEKVIEW LN
CHANDLER, RAMAN	PO BOX 611	COLLEYVILLE	TX	004501 COLLEYVILLE BLVD
TROW, BRADLEY M	PO BOX 1201	HURST	TX	004605 COLLEYVILLE BLVD
PARDO, LISA D	904 SADDLEBROOK DR	COLLEYVILLE	TX	004607 COLLEYVILLE BLVD
LG COLLEYVILLE LLC	2311 CEDAR SPRINGS RD S	DALLAS	TX	004917 COLLEYVILLE BLVD
POSICK, MARTIN A ETUX EVELYN	4932 LAKEWOOD DR	COLLEYVILLE	TX	004932 LAKEWOOD DR
HENDRICKS, CHAS ETUX PATRICIA	4918 LAKEWOOD DR	COLLEYVILLE	TX	004918 LAKEWOOD DR
ENOCHSON, MICHAEL ETUX HEATHER	4914 LAKEWOOD DR	COLLEYVILLE	TX	004914 LAKEWOOD DR
BONEY, MICHAEL	4925 LAKEWOOD DR	COLLEYVILLE	TX	004925 LAKEWOOD DR
BOWDEN, WILLIAM ETUX SHARON	4928 LAKEWOOD DR	COLLEYVILLE	TX	004928 LAKEWOOD DR
TERRY, DOUG ETUX LEE MARTIN	PO BOX 622	COLLEYVILLE	TX	001001 EDGEWATER CT
HARRIS, JOHN	4808 LAKESHORE CT	COLLEYVILLE	TX	004808 LAKESHORE CT
MILLER, HARRY M ETUX BELINDA	4805 LAKESHORE CT	COLLEYVILLE	TX	004805 LAKESHORE CT
ERICKSON, ORLANDO ETUX ANNA	4804 LAKESHORE CT	COLLEYVILLE	TX	004804 LAKESHORE CT
NOORANI, ANIS ETUX REEMA	4940 LAKEWOOD DR	COLLEYVILLE	TX	004940 LAKEWOOD DR
KAREGEANNES, HARRY G ETUX	1004 EDGEWATER CT	COLLEYVILLE	TX	001004 EDGEWATER CT
SALEMIZADEH, A ETUX BELGHEYS G	1005 EDGEWATER CT	COLLEYVILLE	TX	001005 EDGEWATER CT
RHODES, DEE ANN ETVIR JOE	4712 LAKESHORE CT	COLLEYVILLE	TX	004712 LAKESHORE CT
WOLF, GERALD ETUX MARY	4936 LAKEWOOD DR	COLLEYVILLE	TX	004936 LAKEWOOD DR
MCMAHON, DANIEL J	1008 EDGEWATER CT	COLLEYVILLE	TX	001008 EDGEWATER CT
YOUNG, ALAN	1000 CLEAR LAKE CT	COLLEYVILLE	TX	001000 CLEAR LAKE CT
STITTS, ANDREA A	4713 LAKESHORE CT	COLLEYVILLE	TX	004713 LAKESHORE CT
ALAVI, KAMBIZ ETUX HOMA	5009 WESTGROVE LN	COLLEYVILLE	TX	004709 LAKESHORE CT
WREN, DONALD C ETUX BARBARA	4704 LAKESHORE CT	COLLEYVILLE	TX	004704 LAKESHORE CT
TALKINGTON, MARY ALICE	4708 LAKESHORE CT	COLLEYVILLE	TX	004708 LAKESHORE CT
CHARLOTTE WALTERS FAMILY TRUST	3500 HULEN ST # 200	FORT WORTH	TX	004800 LAKESHORE CT
JACKSON, SHARON R	4801 LAKESHORE CT	COLLEYVILLE	TX	004801 LAKESHORE CT
BENTON, RICHARD B ETUX SUSAN N	4705 LAKESHORE CT	COLLEYVILLE	TX	004705 LAKESHORE CT
SAWYER, MATTHEW ETUX CHRISTI	4700 LAKESHORE CT	COLLEYVILLE	TX	004700 LAKESHORE CT

Notification List

BEDFORD, JOHN B ETUX KAMI B	4701 LAKESHORE CT	COLLEYVILLE	TX	004701 LAKESHORE CT
SMALL, MARVIN B JR	4613 CLEARWATER CT	COLLEYVILLE	TX	004613 CLEARWATER CT
DONATO, MARIO JR ETUX MELISSA	4612 CLEARWATER CT	COLLEYVILLE	TX	004612 CLEARWATER CT
HOA - LAKEWOOD ESTATES	6707 BRENTWOOD STAIR F	FORT WORTH	TX	004922 LAKEWOOD DR
MIRZADEH, MARZIA	4608 CLEARWATER CT	COLLEYVILLE	TX	004608 CLEARWATER CT
HAWKINS, CHRISTOPHER & PATRICI	PO BOX 235	COLLEYVILLE	TX	004944 LAKEWOOD DR
HOA - LAKEWOOD ESTATES	12700 PARK CTRL DR STE 6	DALLAS	TX	004935 LAKEWOOD DR
HARDIN, JO DORA	600 CREEKVIEW LN	COLLEYVILLE	TX	000600 CREEKVIEW LN
MOYER, CECILIA C	604 CREEKVIEW LN	COLLEYVILLE	TX	000604 CREEKVIEW LN
JOHNSON, YVONNE F	608 CREEKVIEW LN	COLLEYVILLE	TX	000608 CREEKVIEW LN
LEE, MOON D ETUX YOUNG SUN LEE	628 CREEKVIEW LN	COLLEYVILLE	TX	000628 CREEKVIEW LN
TADLOCK, LARRY & KAREN	624 CREEKVIEW LN	COLLEYVILLE	TX	000624 CREEKVIEW LN
STALFORD, ELIZABETH R TR	701 CREEKVIEW LN	COLLEYVILLE	TX	000701 CREEKVIEW LN
DRENNAN, BILLY ETUX FRANCES	705 CREEKVIEW LN	COLLEYVILLE	TX	000705 CREEKVIEW LN
CAMBRIDGE HOMES LLC	5601 DEMOCRACY DR STE	PLANO	TX	000800 CREEKVIEW LN
NICHOLAS, RENE LOU	808 CREEKVIEW LN	COLLEYVILLE	TX	000808 CREEKVIEW LN
SVESKA, DOROTHY & ROBERT F	4700 LAKEWOOD DR	COLLEYVILLE	TX	000617 CREEKVIEW LN
PETTIT, LOIS JEANNEAN	625 CREEKVIEW LN	COLLEYVILLE	TX	000625 CREEKVIEW LN
FICK, GARY ETUX REBECCA CAST	804 CREEKVIEW LN	COLLEYVILLE	TX	000804 CREEKVIEW LN
SHARP, PERRY L ETUX LORI A	812 CREEKVIEW LN	COLLEYVILLE	TX	000812 CREEKVIEW LN
PILLAI, JAIME	621 CREEKVIEW LN	COLLEYVILLE	TX	000621 CREEKVIEW LN
CURTIS, ELEANOR K TR	629 CREEKVIEW LN	COLLEYVILLE	TX	000629 CREEKVIEW LN
HOA OF CAMBRIDGE PLACE INC	3500 MAPLE AVE STE 1165	DALLAS	TX	000724 CREEKVIEW LN
PATEL, GEETA TR	601 CREEKVIEW LN	COLLEYVILLE	TX	000601 CREEKVIEW LN
CAMBRIDGE HOMES INC	5601 DEMOCRACY DR STE	PLANO	TX	000605 CREEKVIEW LN
GIROIR, RON L ETUX LISINLA G	609 CREEKVIEW LN	COLLEYVILLE	TX	000609 CREEKVIEW LN
RENBURG, TIMOTHY S	613 CREEKVIEW LN	COLLEYVILLE	TX	000613 CREEKVIEW LN
YELLOCK, JOHNNIE ETUX REAGAN	709 CREEKVIEW LN	COLLEYVILLE	TX	000709 CREEKVIEW LN
WINSTEAD, DEBRA A	717 CREEKVIEW LN	COLLEYVILLE	TX	000717 CREEKVIEW LN
MATLOCK, JC JR	805 CREEKVIEW LN	COLLEYVILLE	TX	000805 CREEKVIEW LN
CULVER, DAVID K ETUX CANDIS	813 CREEKVIEW LN	COLLEYVILLE	TX	000813 CREEKVIEW LN
HOA OF CAMBRIDGE PLACE INC	3500 MAPLE AVE STE 1165	DALLAS	TX	000726 CREEKVIEW LN
HART, JOEL ETUX PAMELA	713 CREEKVIEW LN	COLLEYVILLE	TX	000713 CREEKVIEW LN
ROSS, MICKEY K	721 CREEKVIEW LN	COLLEYVILLE	TX	000721 CREEKVIEW LN
CAMBRIDGE HOMES INC	5601 DEMOCRACY DR STE	PLANO	TX	000801 CREEKVIEW LN
OWEN, GEOFFREY R ETUX HELEN M	809 CREEKVIEW LN	COLLEYVILLE	TX	000809 CREEKVIEW LN
WILSON, EDWIN E	817 CREEKVIEW LN	COLLEYVILLE	TX	000817 CREEKVIEW LN
HOA OF CAMBRIDGE PLACE INC	3500 MAPLE AVE STE 1165	DALLAS	TX	000610 CREEKVIEW LN
HOA OF CAMBRIDGE PLACE INC	3500 MAPLE AVE STE 1165	DALLAS	TX	000802 CREEKVIEW LN
MORSE, JULIUS ETUX BILLIE	821 CREEKVIEW LN	COLLEYVILLE	TX	000821 CREEKVIEW LN
SUITER, SCOTT M ETUX JULIE A	825 CREEKVIEW LN	COLLEYVILLE	TX	000825 CREEKVIEW LN
CHONODY, ANDREW ETUX SANDRA	829 CREEKVIEW LN	COLLEYVILLE	TX	000829 CREEKVIEW LN
ZINGER, CHARLES ETUX JOANNE	833 CREEKVIEW LN	COLLEYVILLE	TX	000833 CREEKVIEW LN
CRUMPLER, JOHN K ETUX KANDIS L	725 CREEKVIEW LN	COLLEYVILLE	TX	000725 CREEKVIEW LN
SORLIE, VICTOR A ETUX LINDA	729 CREEKVIEW LN	COLLEYVILLE	TX	000729 CREEKVIEW LN
TEAGUE, MARY P ETVIR DANIEL	733 CREEKVIEW LN	COLLEYVILLE	TX	000733 CREEKVIEW LN
DEHART, DORIS	737 CREEKVIEW LN	COLLEYVILLE	TX	000737 CREEKVIEW LN

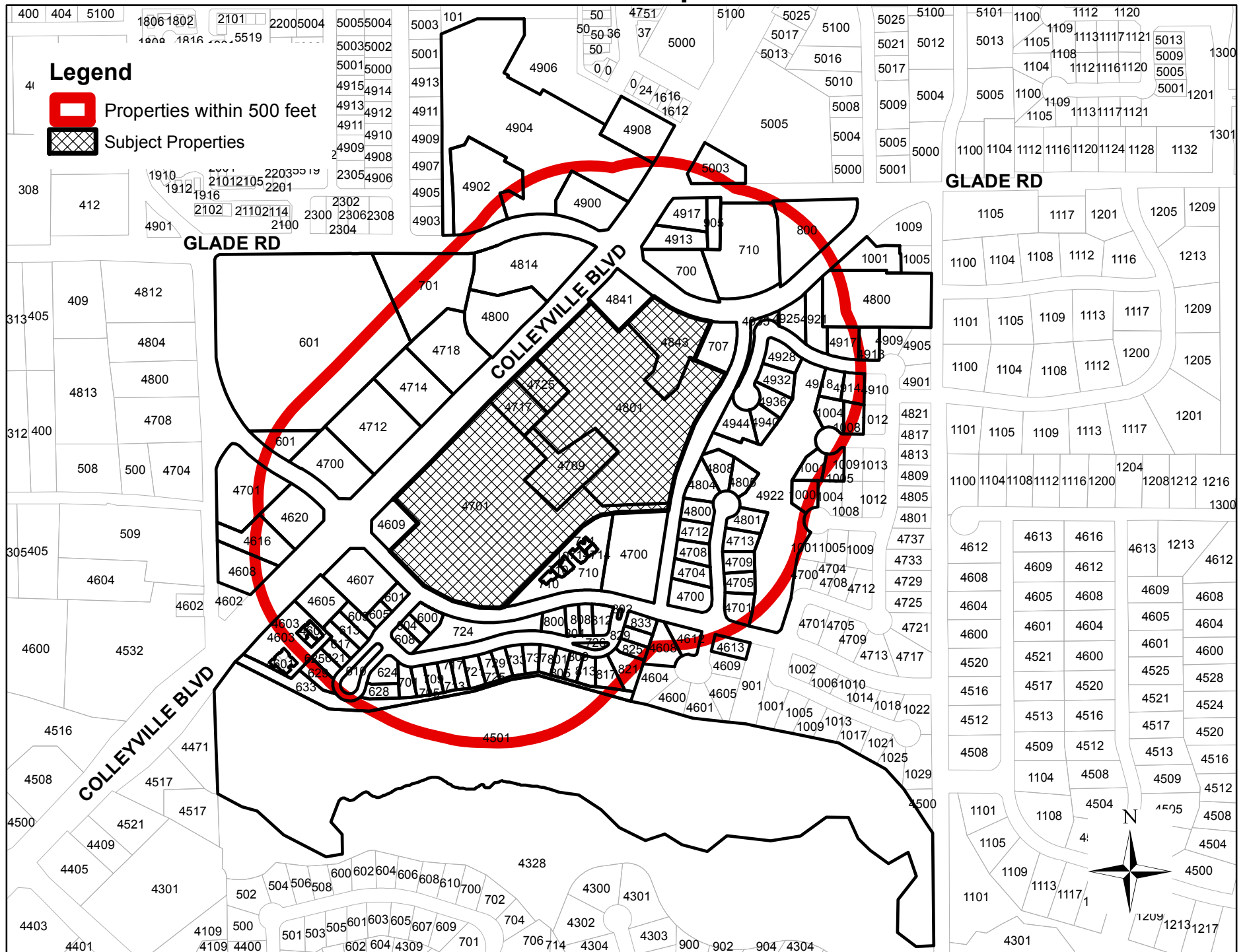
Notification List

WILSON, MARK D & JOHN B BLICK	701 GLADE RD	COLLEYVILLE	TX	000701 GLADE RD
WORTHINGTON NATIONAL BANK	500W MAIN ST	FORT WORTH	TX	004814 COLLEYVILLE BLVD
HERITAGE PERSONAL TRAINING INC	1208 CREST DR	COLLEYVILLE	TX	000707 GLADE RD
AC VILLAGE PARK PARTNERS LLC	8235 DOUGLAS AVE STE 65	DALLAS	TX	004843 COLLEYVILLE BLVD
REALTY INCOME TX PRO 1 LLC	PO BOX 460069	ESCONDIDO	CA	004700 GLADE CREEK DR
AC VILLAGE PARK PARTNERS LLC	8235 DOUGLAS AVE STE 65	DALLAS	TX	004709 COLLEYVILLE BLVD
AC VILLAGE PARK PARTNERS LLC	8235 DOUGLAS AVE STE 65	DALLAS	TX	004717 COLLEYVILLE BLVD
SCHWAB GROUP LLC	714 CENTERPARK DR STE 1	COLLEYVILLE	TX	000714 CENTERPARK
AVIA PROPERTIES LLC	714 CENTERPARK DR STE 1	COLLEYVILLE	TX	000714 CENTERPARK
BETTY B PANNELL REV LIV TR	PO BOX 815	COLLEYVILLE	TX	000710 CENTERPARK
1 CHRONICLES 29:10-20 LLC	6620 CEDAR GROVE DR	NORTH RICHLAND HILLS	TX	000714 CENTERPARK
COLLEYVILLE CENTERPARK ASSOC	PO BOX 47	COLLEYVILLE	TX	000710 CENTERPARK
RAPHAEL LEASING LLC	PO BOX 820895	NORTH RICHLAND HILLS	TX	000710 CENTERPARK
KETTLE, KEITH & TERESA S	714 CENTERPARK DR STE 1	COLLEYVILLE	TX	000710 CENTERPARK
FISCAL FITNESS CENTER LLC	4603 COLLYVILLE BLVD STE	COLLEYVILLE	TX	004603 COLLEYVILLE BLVD # 140
SISDR PROPERTIES LLC	4603 COLLEYVILLE BLVD ST	COLLEYVILLE	TX	004603 COLLEYVILLE BLVD # 100
COLLEYVILLE BLVD CONDO ASSOC	PO BOX 47	COLLEYVILLE	TX	004603 COLLEYVILLE BLVD
WAL-MART REAL ESTATE BUS TRUST	PO BOX 8050	BENTONVILLE	AR	004904 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING	TX	004902 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING	TX	004908 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING	TX	004900 COLLEYVILLE BLVD
CENTERPARK COLLEYVILLE PRTNRS	3008 E HEBRON PKWY BLD	CARROLLTON	TX	004712 COLLEYVILLE BLVD
ERVIN, RICHARD L ETUX TERRI	1155 W WALL ST STE 101	GRAPEVINE	TX	004700 COLLEYVILLE BLVD
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE	TX	000601 GLADE RD
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE	TX	000601 GLADE RD
KRIVSKY-BARTUSIAK INC	3220 CLEAR FORK DR	HURST	TX	004701 BRANSFORD RD
LOVEITA & SCHON LLC	803 CAPROCK DR	BIG SPRING	TX	004620 COLLEYVILLE BLVD
HOA - LAKEWOOD ESTATES	6707 BRENTWOOD STR RD	FORT WORTH	TX	004921 LAKEWOOD DR
SANDLIN, SCOTT	5137 DAVIS BLVD	NORTH RICHLAND HILLS	TX	004800 BEDFORD RD
PITTMAN, BOBBY G	4913 LAKEWOOD DR	COLLEYVILLE	TX	004913 LAKEWOOD DR
BENNETT, JAMES ETUX JOANN	4917 LAKEWOOD DR	COLLEYVILLE	TX	004917 LAKEWOOD DR
GLADE ROAD CAPITAL LLC	PO BOX 1821	COLLEYVILLE	TX	001001 VILLAGE PARK DR
GCISD				

Buffer Map

Legend

-  Properties within 500 feet
-  Subject Properties



Applicant's Request

For the landscape installation project taking place at Colleyville Downs, we respectfully request approval of 4-6" native stone as an appropriate mulching product in medians and beds across the property.

The previous median design included turf. In our experience, turf in medians can pose many issues: the heat of the surrounding pavement causes the turf to dry out during the summer, cars frequently run over turf in medians causing ruts and operating landscape equipment (mowers, edgers, and weed eaters) in medians right next to parked cars poses damage liability.

The overall design of the landscaping at Colleyville Downs was intended to include drought-tolerant, native and low maintenance plants, drip irrigation for water conservation and the stone was selected as a permanent mulch solution, thereby reducing the client's recurring maintenance expense. Wood mulch would have required replenishing at least once annually, which can be substantial labor and materials expenses.

In addition, beds and medians are located on a sloped parking lot and there was concern about wood mulch washing into the parking lot, whereas stone will hold in place. The stone was specifically selected to aesthetically enhance the stone that was applied to the building façade.

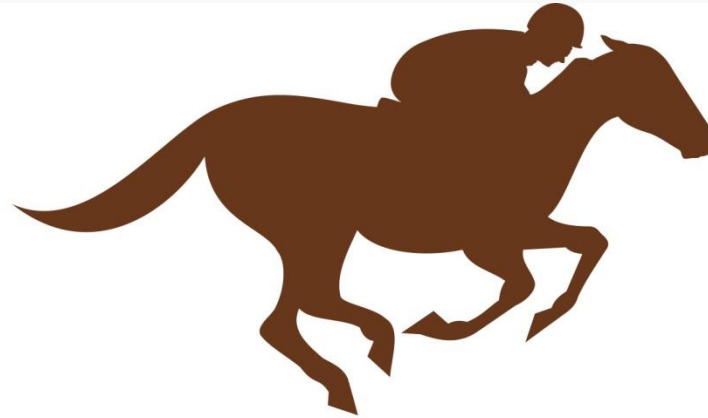
We appreciate your consideration.

Bevin Prater | Account Manager
1252 W Dove Rd | Southlake, TX 76092
Office 817-430-4848 | Mobile 972-670-0117 | Fax 972-241-3368

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Our Purpose: Inspiring people. Nurturing landscapes.
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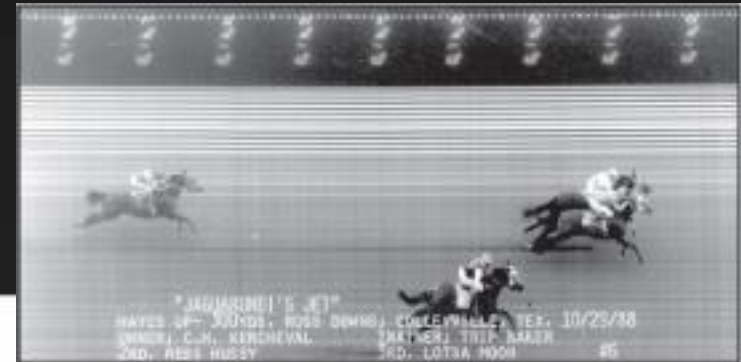
COLLEYVILLE
— D O W N S —

Applicant's Presentation to the City Council from September 3, 2013



Centennial
REAL ESTATE

ROSS DOWNS



COLLEYVILLE
— D O W N S —

Applicant's Presentation to the City Council from September 3, 2013



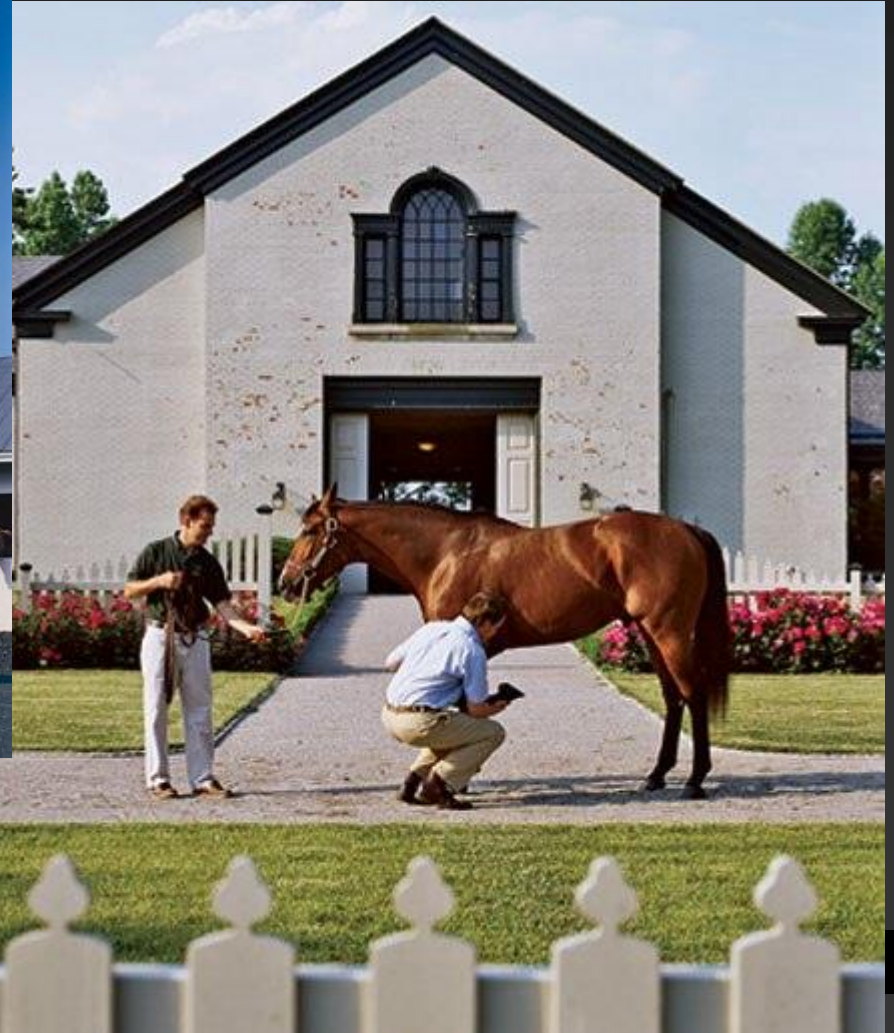
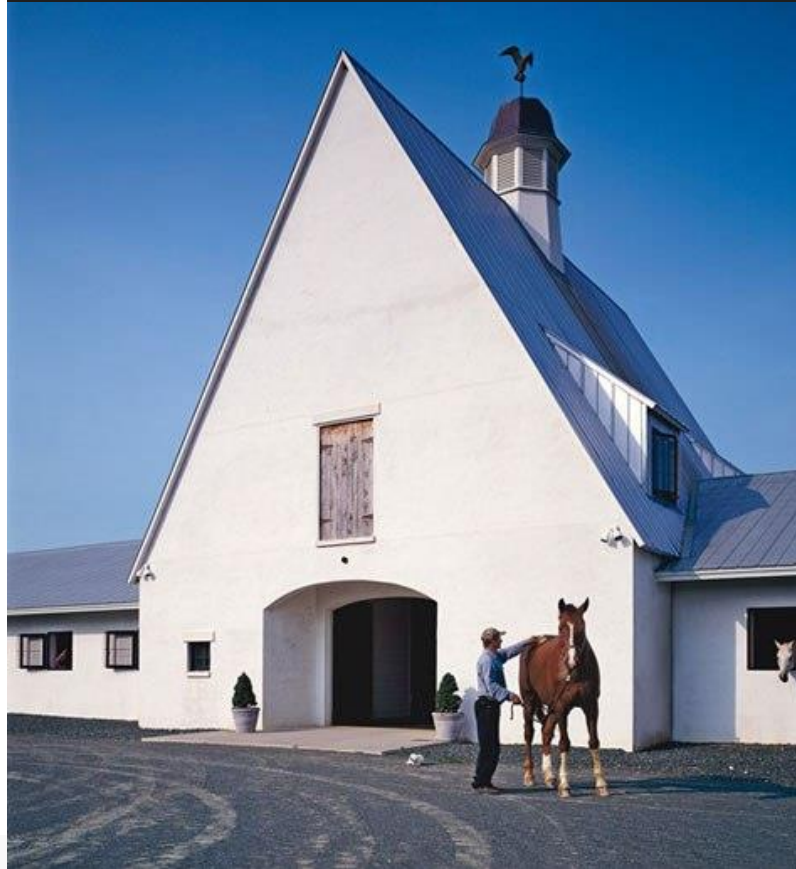
Racing Architecture



Applicant's Presentation to the City Council from September 3, 2013



Equestrian themes



Applicant's Presentation to the City Council from September 3, 2013



Design Elements

- Å **Grandstands**
- Å **Barn doors**
- Å **Pitched roofs**
- Å **Cupolas/weathervanes**
- Å **Dormers**



Applicant's Presentation to the City Council from September 3, 2013



Centennial
REAL ESTATE

Materials

Å **Brick—slurry-coat
existing**

Å **Stone**

Å **Wood**

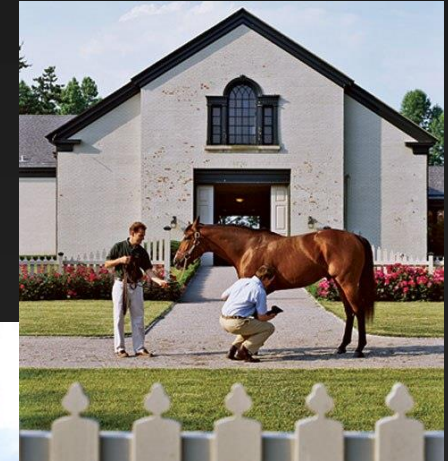
Å **Standing Seam Metal**

Colors:

Å **White**

Å **Green**

Å **Grey**



COLLEYVILLE
— D O W N S —

Applicant's Presentation to the City Council from September 3, 2013



Centennial
REAL ESTATE



COLLEYVILLE
— D O W N S —

Start !

Applicant's Presentation to the City Council from September 3, 2013



COLLEYVILLE
— D O W N S —

Early Designs

Applicant's Presentation to the City Council from September 3, 2013



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REAL ESTATE



COLLEYVILLE
— D O W N S —

Applicant's Presentation to the City Council from September 3, 2013



FINAL ELEVATIONS

Applicant's Presentation to the City Council from September 3, 2013



Applicant's Presentation to the City Council from September 3, 2013



Applicant's Presentation to the City Council from September 3, 2013

HWY 26/COLLEYVILLE BLVD.



COLLEYVILLE
— D O W N S —

Site Plan/Site improvements

Applicant's Presentation to the City Council from September 3, 2013

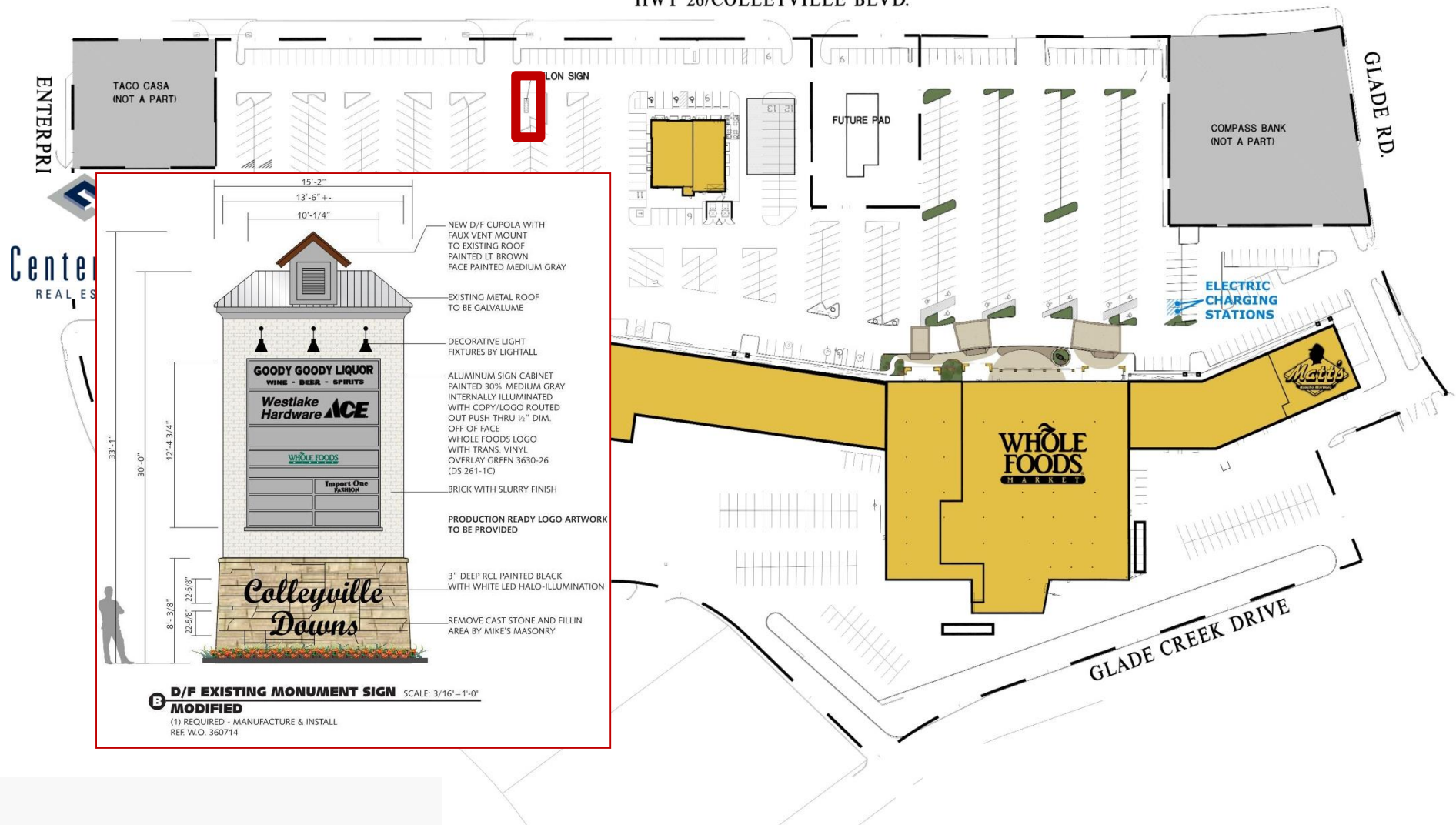
HWY 26/COLLEYVILLE BLVD.



Site Plan/Site improvements

Applicant's Presentation to the City Council from September 3, 2013

HWY 26/COLLEYVILLE BLVD.



COLLEYVILLE
— D O W N S —

Site Plan/Site improvements

Applicant's Presentation to the City Council from September 3, 2013

HWY 26/COLLEYVILLE BLVD.



COLLEYVILLE
— D O W N S —

Site Plan/Site improvements

Applicant's Presentation to the City Council from September 3, 2013

HWY 26/COLLEYVILLE BLVD.



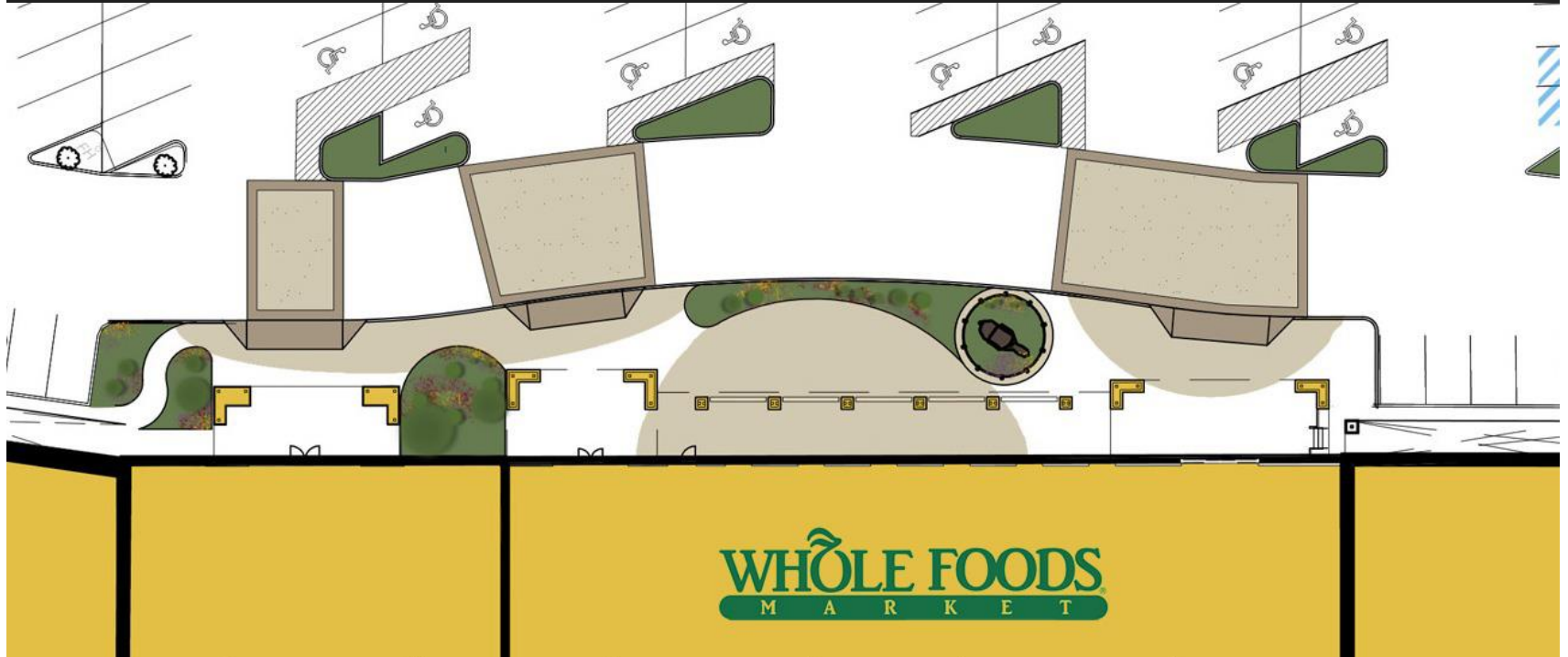
COLLEYVILLE
— D O W N S —

Site Plan/Site improvements

Applicant's Presentation to the City Council from September 3, 2013



Centennial
REAL ESTATE



COLLEYVILLE
— D O W N S —

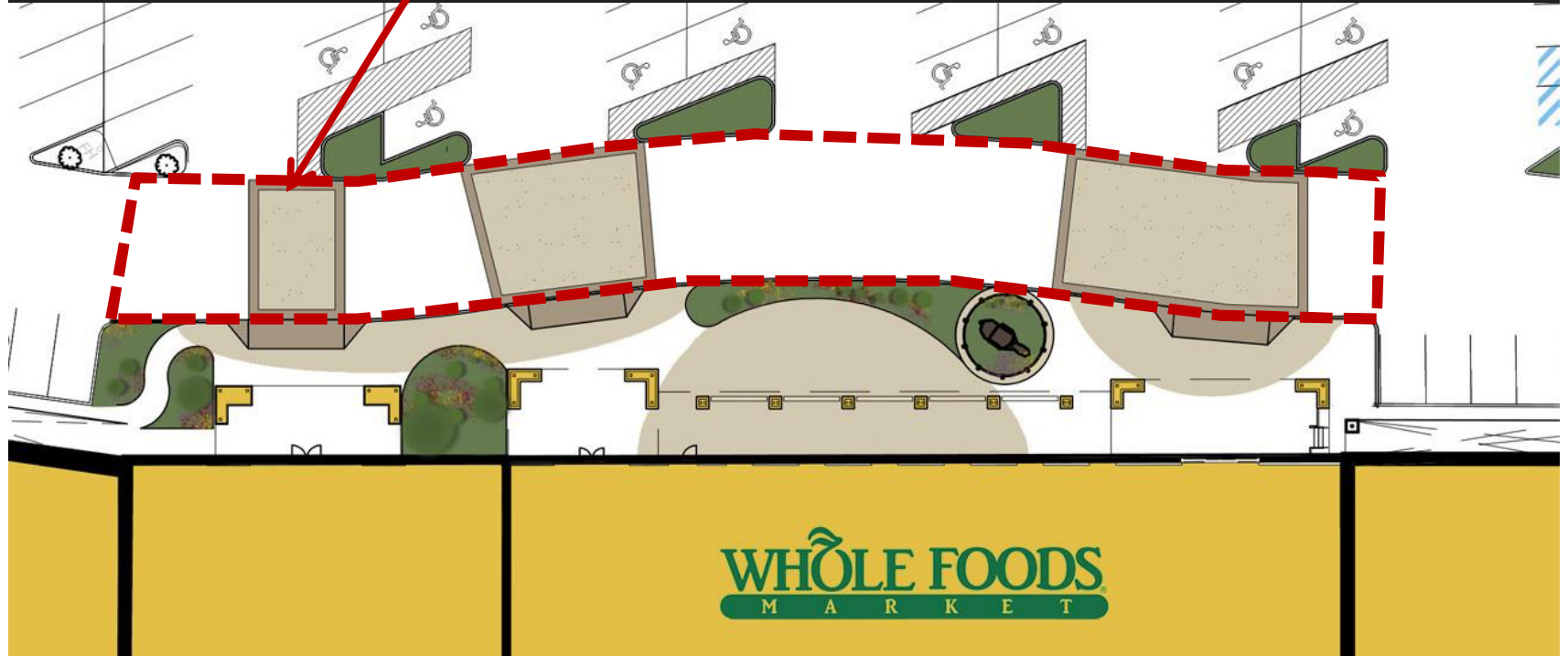
Whole Foods entry upgrades

Applicant's Presentation to the City Council from September 3, 2013



Centennial
REAL ESTATE

**Relocate existing fire lane
to increase sidewalk area**



COLLEYVILLE
— D O W N S —

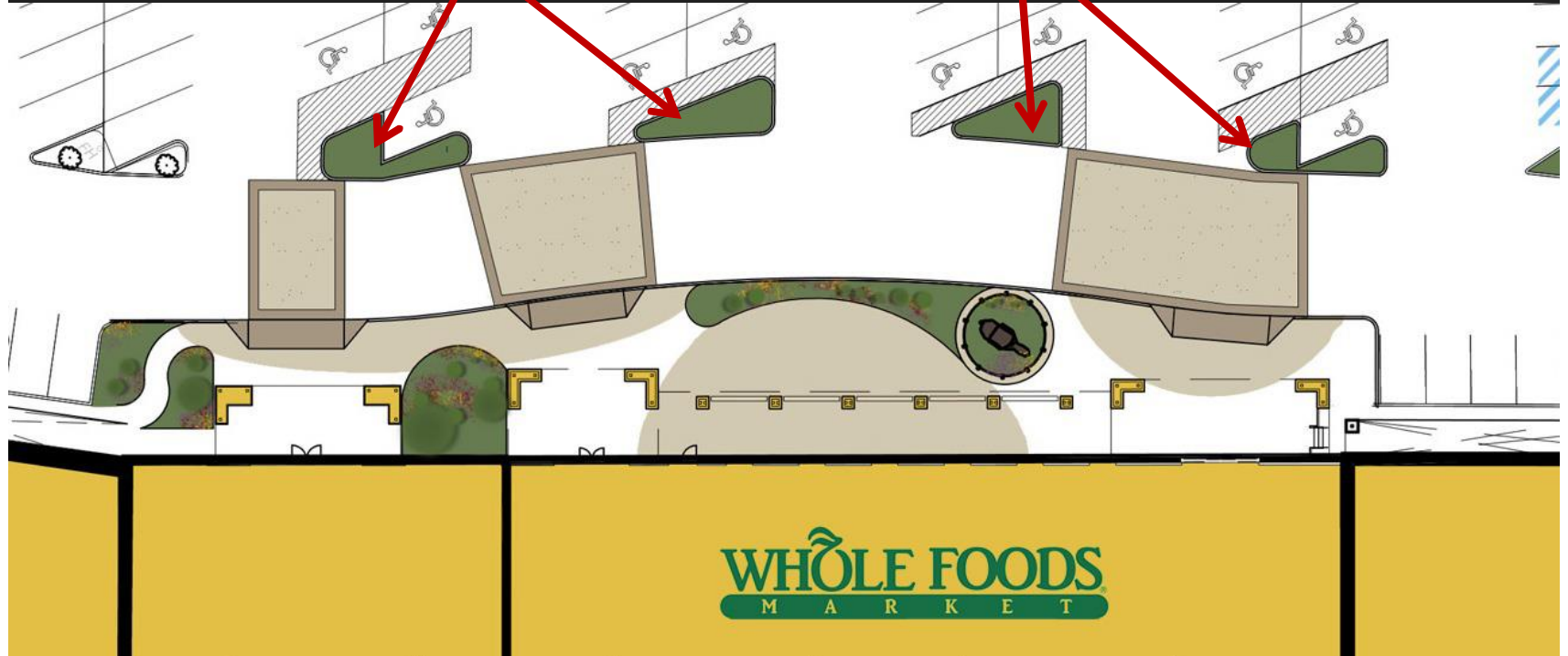
Whole Foods entry upgrades

Applicant's Presentation to the City Council from September 3, 2013



Centennial
REAL ESTATE

**New landscape
islands and lighting**



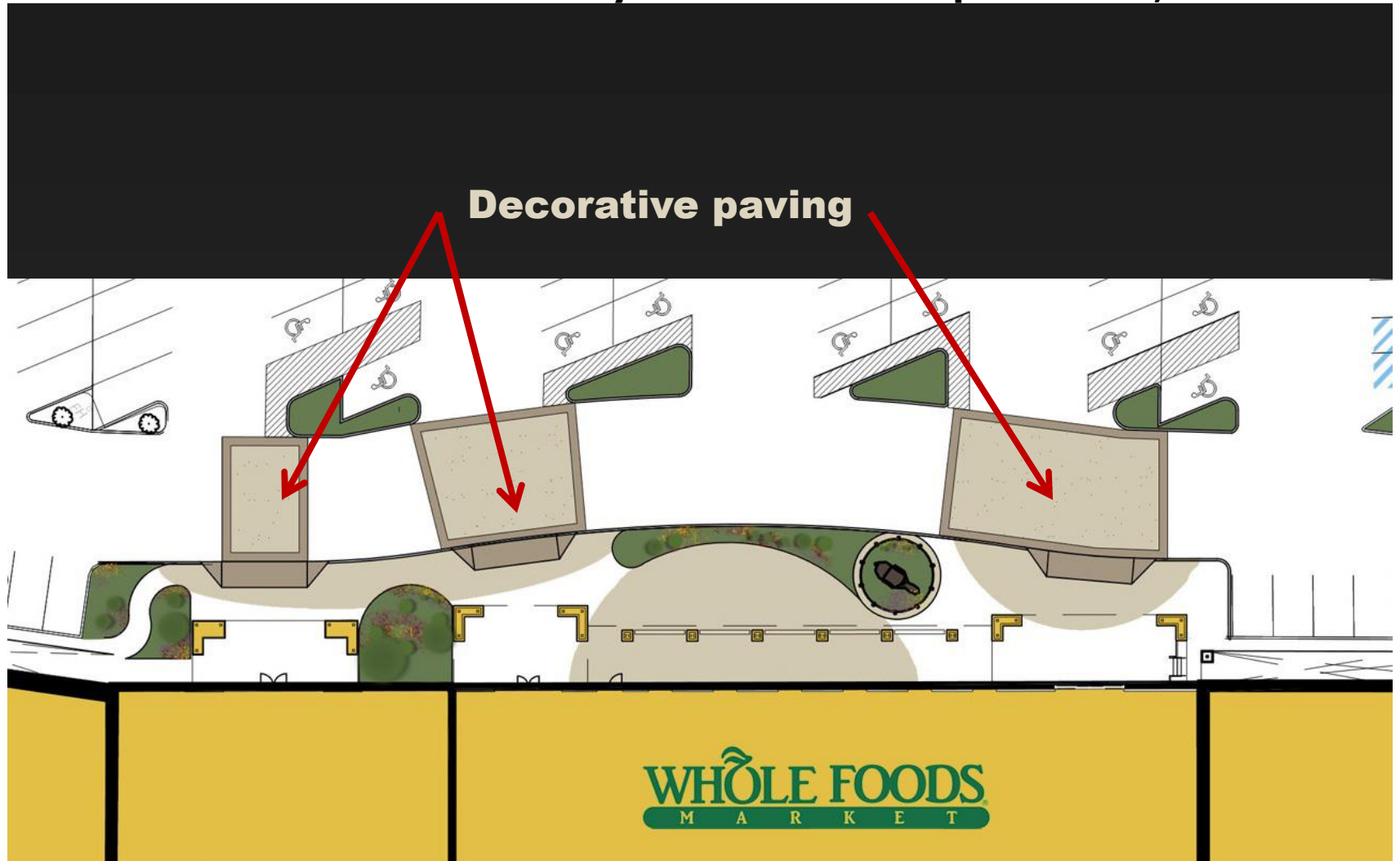
COLLEYVILLE
— D O W N S —

Whole Foods entry upgrades

Applicant's Presentation to the City Council from September 3, 2013



Centennial
REAL ESTATE



Decorative paving

WHOLE FOODS
MARKET



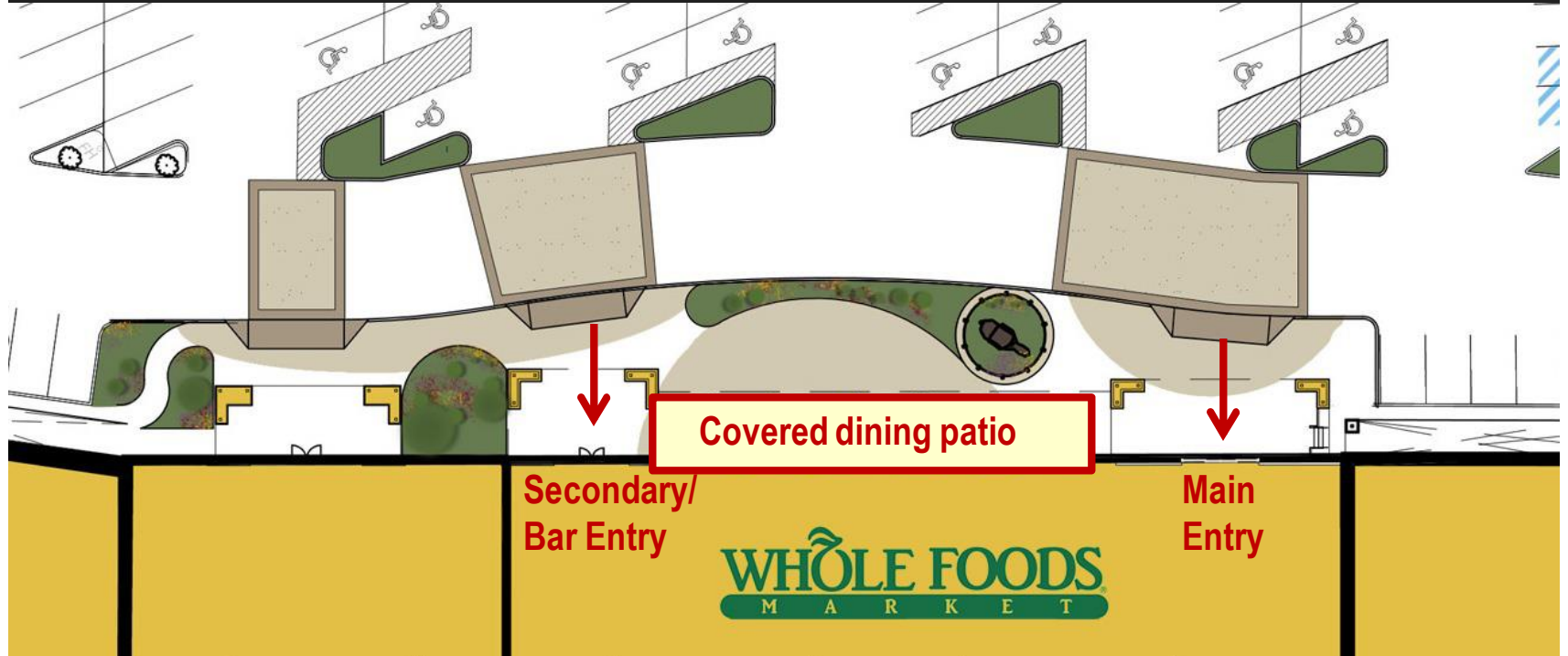
COLLEYVILLE
— D O W N S —

Whole Foods entry upgrades

Applicant's Presentation to the City Council from September 3, 2013



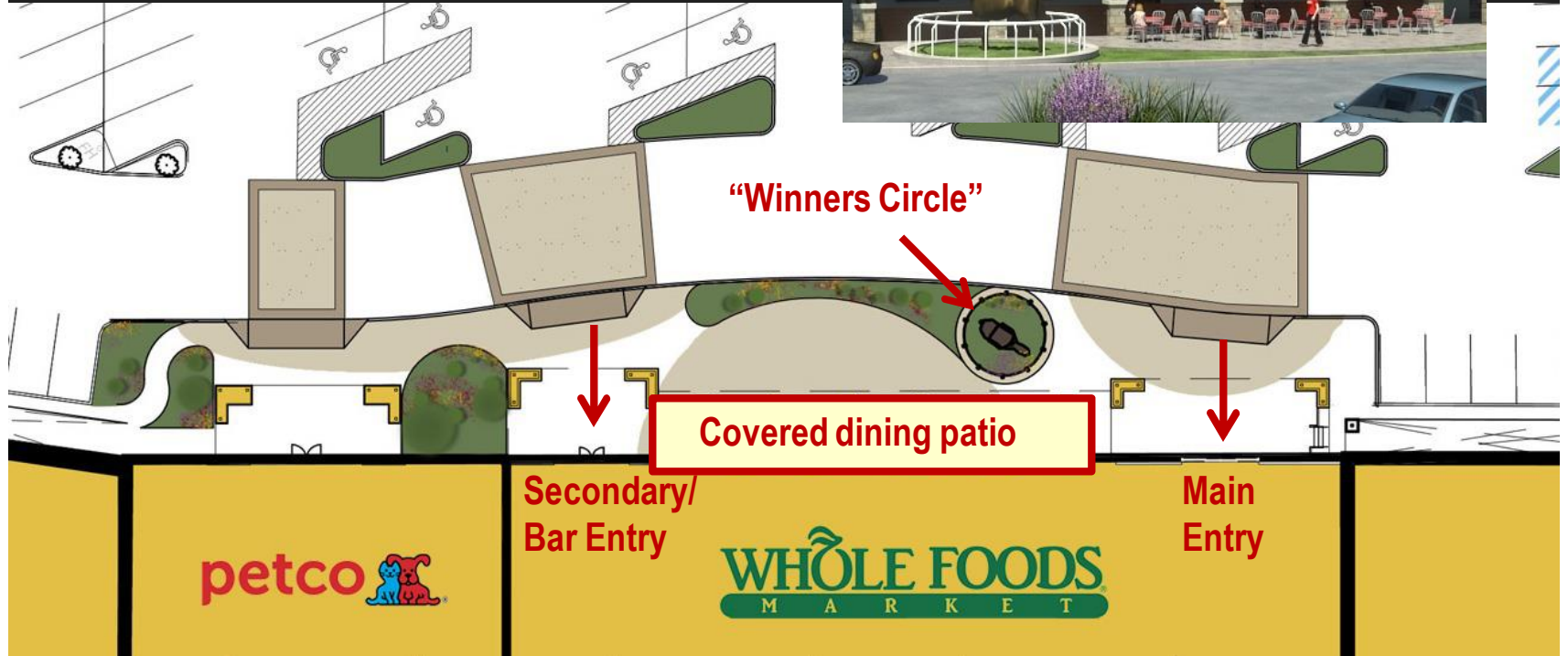
Centennial
REAL ESTATE



COLLEYVILLE
— D O W N S —

Whole Foods entry upgrades

Applicant's Presentation to the City Council from September 3, 2013



Whole Foods entry upgrades

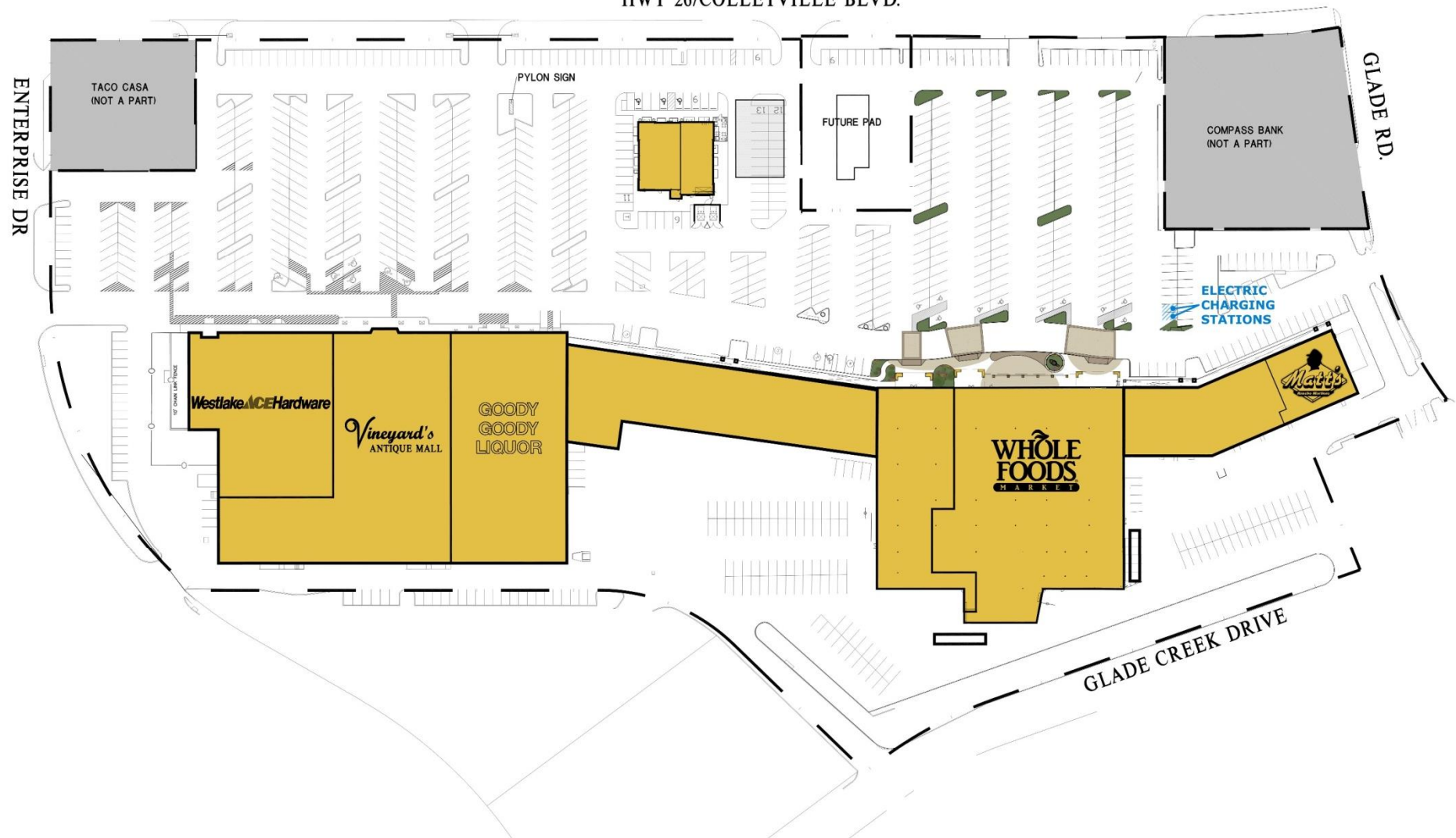
Applicant's Presentation to the City Council from September 3, 2013



COLLEYVILLE
— D O W N S —

Applicant's Presentation to the City Council from September 3, 2013

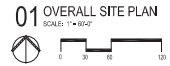
HWY 26/COLLEYVILLE BLVD.



COLLEYVILLE
— D O W N S —

Site Plan

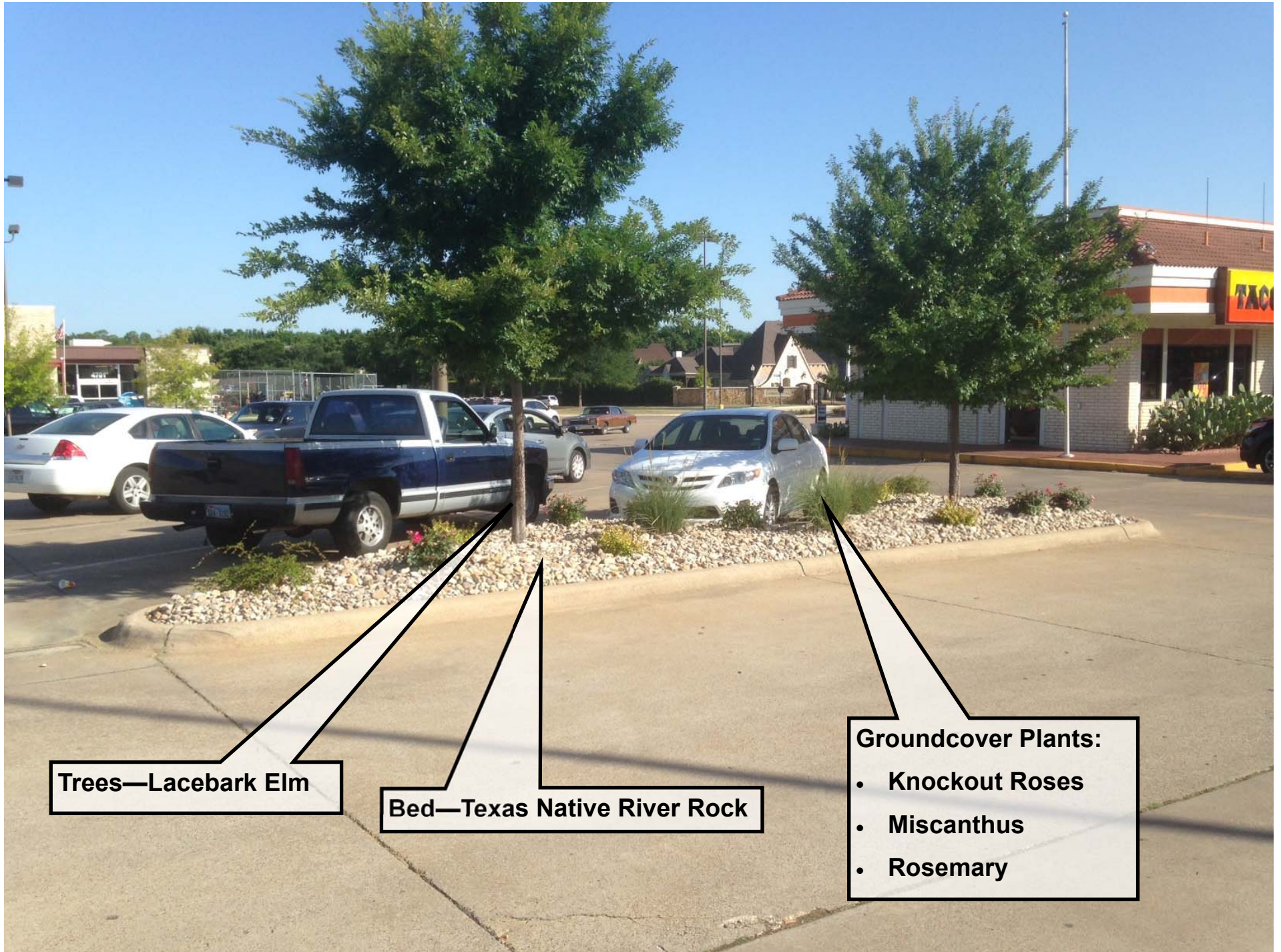
SHEET NO.
L1.00



SHEET NO.
L1.01



Proposed Landscape Islands



Trees—Lacebark Elm

Bed—Texas Native River Rock

Groundcover Plants:

- Knockout Roses
- Miscanthus
- Rosemary

Photo of River Rock in Landscape Island



ORDINANCE O-10-1780

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT 1R1, BLOCK 2, OF THE VILLAGE PARK ADDITION LOCATED AT 4701 COLLEYVILLE BOULEVARD BY AUTHORIZING A SPECIAL USE PERMIT FOR A PACKAGE STORE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. ZC10-024; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending the official zoning map by authorizing a Special Use Permit for a package store on Lot 1R, Block 2, of the Village Park Addition located at 4701 Colleyville Boulevard, as depicted on Exhibit "A".
- Sec. 3. 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. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. This Special Use Permit shall only apply to the use of a package store as depicted on Exhibit "A" and described in Exhibit "B".
- b. The package store authorized by this Special Use Permit shall not exceed 28,560 square feet in size.
- c. The parking lot shall be landscaped per the requirements for parking lot landscaping in the Land Development Code except that no landscaping shall be required for the parking lot islands directly in front of the entrances for the proposed package store and Vineyard Antique Mall lease spaces. This exemption shall only apply to a maximum of three (3) parking lot islands on the subject property.
- d. All dumpsters shall, at a minimum, be screened per the requirements for dumpster screening in the Land Development Code.
- e. All buildings located on the subject property shall, at a minimum, meet a minimum design score of 25, per the requirements of Chapter 6-Building Design in the Land Development Code prior to the issuance of the certificate of occupancy for the package store. However, the front façade of the package store shall be generally consistent with Exhibit "E" and shall meet a minimum design score of 28.

- f. All signs advertising the package store shall meet the following conditions: (1) the existing multi-tenant pylon sign on the subject property shall be replaced with the landmark sign shown in Exhibit "D" prior to the issuance of the certificate of occupancy; (2) all signage, including existing signage, shall, at a minimum, meet the minimum requirements of Chapter 7-Sign Regulations in the Land Development Code; (3) Section 108.52 of the Texas Alcoholic Beverage Code is hereby adopted by reference of which all requirements pertaining to signage shall apply to this Special Use Permit; (4) Upon abandonment of the business authorized by this Special Use Permit, all signage advertising the package store shall be removed in its entirety at the expense of the business and/or property owner within thirty (30) days of abandonment.
 - g. The package store authorized by this Special Use Permit shall be required to comply with all provisions of the attached Exhibit "F".
 - h. This Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
 - i. All requirements of the Land Development Code shall be met, except where amended herein.
- Sec. 5. 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. 6. 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. 7. 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.

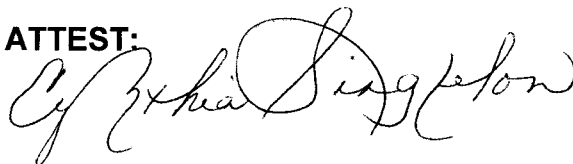
Sec. 8. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of November 2010.

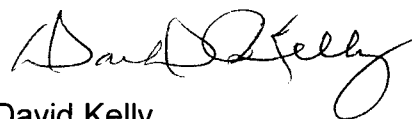
The second reading and public hearing being conducted on the 16th day of November 2010.

ATTEST:



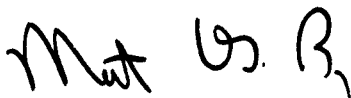
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" - Location and Zoning Map

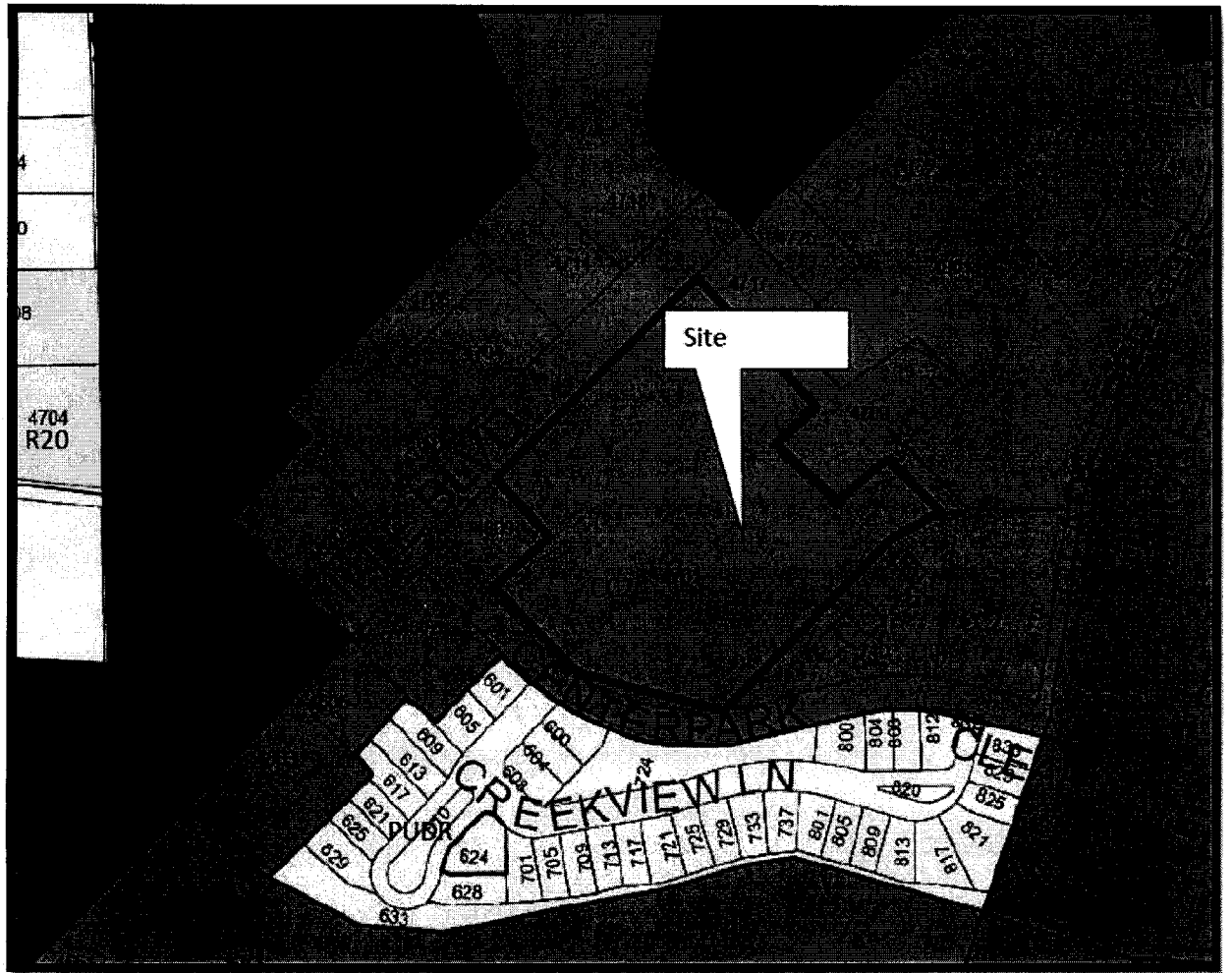


Exhibit "B" – Statement of Planning Objectives

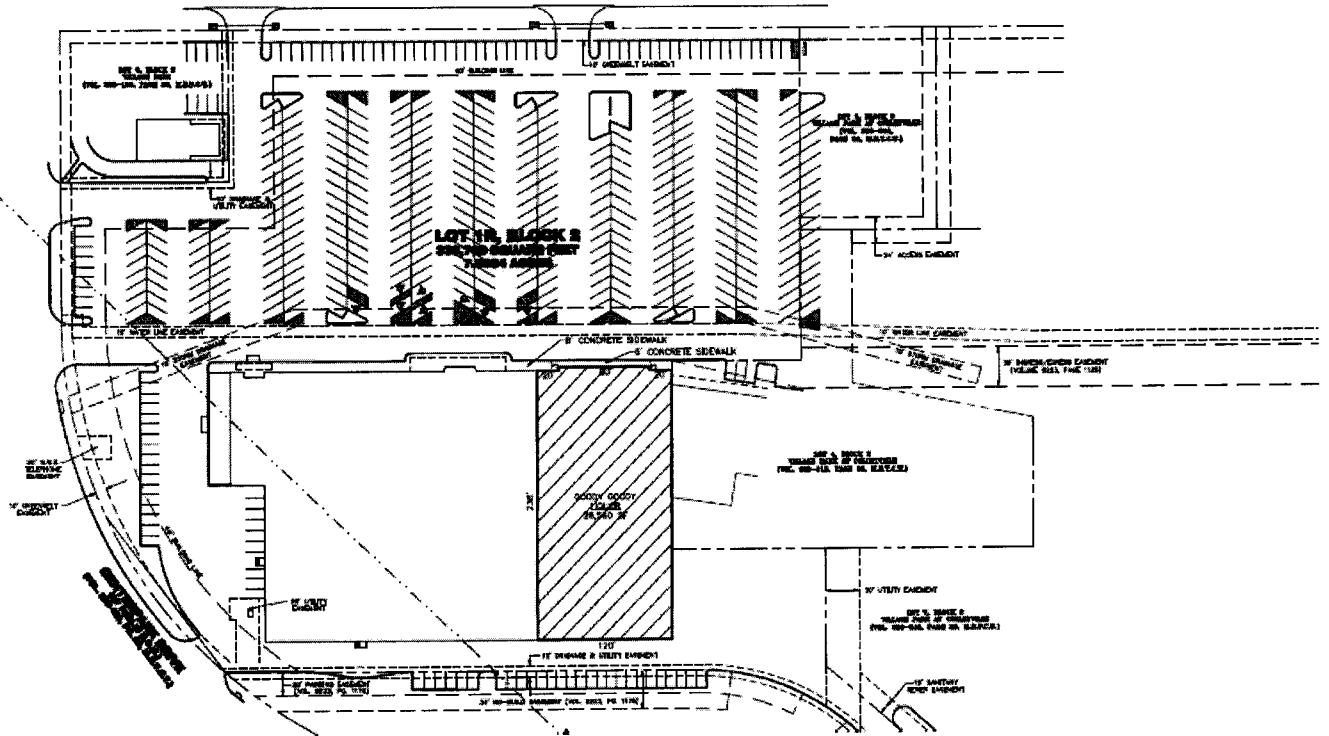
Goody Goody Liquor, inc. (The Company) has been a family owned and operated business since 1964 and is now the second largest package store chain in the state of Texas. The business model is large, clean stores with huge selections and the best pricing in the market. A store this size will carry 7,000 different products from around the world.

The proposed location is at 4701 Colleyville Blvd, which is currently being occupied by the Vineyard Antique Mall. The space will be split so that The Company will occupy 28,560 square feet. The finish out will be similar to the Companies' location on Camp Bowie Blvd. In Fort Worth, TX. Photos of that location are attached.

Application for TABC licenses will be made at the earliest possible date and will take no more than 90 days. The construction phase will take between four and five months after building permits are issued. Given this timetable, the earliest time the store could be opened would be late January or early February 2011.

The store will operate from 10 AM in the morning until 9 PM at night, 6days per week. The store will be closed on all Sundays, Thanksgiving, Christmas day, and New Years day. A store this size will start out employing fifteen people and will grow to twenty employees over the next eight years.

COLLEGEVILLE, N.Y.
FOR THE UNIVERSITY OF
THE STATE OF NEW YORK



[illegible]

[illegible]

2 FRONT ELEVATION
21'6" - 1'6"

ORDINANCE O-13-1881

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOTS 1R1, 4, 5A, 6A, 7A, AND 9R, BLOCK 2 OF THE VILLAGE PARK ADDITION, LOCATED AT 4701, 4709, 4717, 4725, 4801, AND 4843 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION AND OFF-PREMISES CONSUMPTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a special use permit for the sale of alcoholic beverages for on and off-premises consumption under Case No. ZC13-009; 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 enact a new zoning ordinance in order to create a Special Use Permit for the sale of alcoholic beverages for on and off-premises consumption in accordance with the conditions of approval included in this ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lots 1R1, 4, 5A, 6A, 7A, and 9R, Block 2, Village Park Addition, located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premises consumption and off-premises consumption, as depicted on Exhibit "A" and described in Exhibit "B" ("Property").
- Sec. 3. 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. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall allow the sale of alcoholic beverages for on-premises consumption and off-premises consumption in accordance with the below conditions.

- b. Any restaurant located on the Property may sell alcoholic beverages (including beer, wine, and liquor) for on-premises consumption in compliance with the City's alcoholic beverage regulations.
- c. All conditions contained herein that do not specifically address the issuance of certificates of occupancy for businesses engaging in the sale of alcoholic beverages for on and off-premises consumption shall remain valid and enforceable regardless of whether a grocery store doing business under the trade name "Whole Foods Market" (or such other trade name used by Whole Foods in a majority of its other stores in the Dallas/Fort Worth market, hereafter referred to as "Whole Foods") exists on the Property.
- d. Whole Foods may sell alcoholic beverages for on-premises consumption as part of a restaurant use that is accessory or incidental to the grocery store use.
- e. A certificate of occupancy for a restaurant including the sale of alcoholic beverages for on-premises consumption as allowed by section 1(b) above may only be approved if Whole Foods exists on the Property. Provided, however, any restaurant use involving the sale of alcoholic beverages for on-premises consumption that validly obtains a certificate of occupancy in accordance with this section may continue to sell alcoholic beverages for on-premises consumption after Whole Foods ceases to exist on the Property. However, said certificate of occupancy for a restaurant that sells alcohol for on-premises consumption that is allowed to continue per the provisions of this section, "e", shall automatically expire upon the abandonment of the business, change in the use, or upon the expiration or termination of the certificate of occupancy.
- f. A variance to the 300 foot distance requirement from churches, public or private schools, or public hospitals is hereby granted by this ordinance in accordance with Section 6-3(d) of the Code of Ordinances.

- g. All requirements of the Land Development Code and the Code of Ordinances shall be met, except where amended herein.

2. LANDSCAPING AND SCREENING

- a. Prior to the issuance of any Certificate of Occupancy for any business authorized to sell alcoholic beverages on the Property, all landscaping on the Property shall meet the requirements of Chapter 4 of the Land Development Code.
- b. Prior to the issuance of any Certificate of Occupancy for any business authorized to sell alcoholic beverages on the Property, all dumpsters on the Property shall be enclosed and screened in accordance with Section 3.26 of the Land Development Code.

3. BUILDING DESIGN, SIGNAGE, AND PARKING

- a. The front façade of the main shopping center building shall meet the minimum requirements of Chapter 6 of the Land Development Code, except that the maximum allowance for non-masonry building accents for the front façade shall be 25 percent, as generally depicted on Exhibit "C".
- b. No more than two "landmark signs," as defined in Chapter 7 of the Land Development Code, shall be located on the Property. The landmark signs shall be generally consistent with the depictions in Exhibit "D".
- c. The minimum amount of parking required for all uses on the Property is 4.5 parking spaces per 1,000 feet of gross floor area.
- d. No more than two electrical charging stations shall be allowed on the Property in conjunction with this Special Use Permit.

- Sec. 5. 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. 6. 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. 7. 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. 8. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

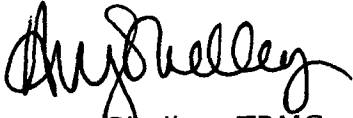
The first reading and public hearing being conducted on the 3rd day of September 2013.

The second reading and public hearing being conducted on the 17th day of September 2013.

The continued reading and public hearing being conducted on the 2nd day of October 2013.

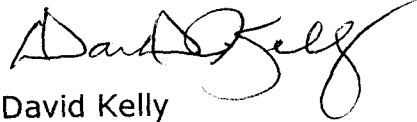
PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 2nd day of October 2013.

ATTEST:



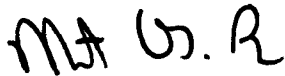
Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" – Location and Zoning Map

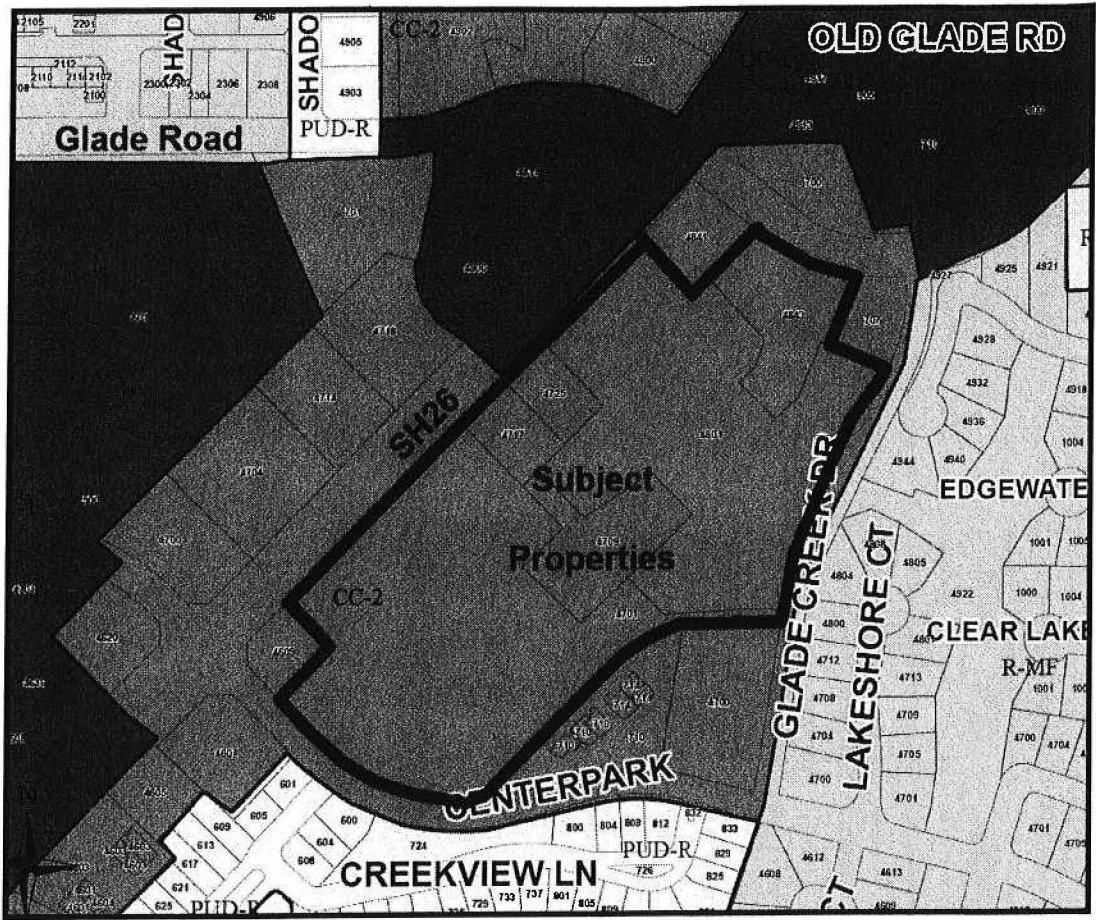


Exhibit "B" – Statement of Planning Objectives

AC VILLAGE PARK PARTNERS, LLC
8235 Douglas Avenue, Suite 655
Dallas, Texas 75225

We currently own the Village Park Shopping Center located at the Southeast corner of Hwy. 26/Colleyville Boulevard and Glade Road, containing approximately 192,865 square feet of retail space (the "Property"). The Property is within Tax Increment Reinvestment Zone Number One and is the subject of an Economic Development Grant Agreement executed on February 19, 2013 between us and the City of Colleyville, Texas.

As you know, we are in the process of redeveloping and rebranding the Property into Colleyville Downs, a Class A shopping center to be anchored by Whole Foods Market. The redevelopment will not only introduce a Whole Foods grocery store to Colleyville, but will also involve a renovation of the shopping center to achieve an elevated quality of appearance, which blends harmoniously with the character and history of the City of Colleyville. In addition, we are working to introduce other new retailers and multiple restaurants to the center. At this point, we have entered into a lease agreement with Whole Foods, are in various stages of pre-leasing other vacancies at the center and in the pre-development stage of our construction activity. While we have had and continue to have success in execution of the business plan, we are in need of assistance to overcome certain obstacles that we have identified and are interfering with our redevelopment plans.

In furtherance of the Colleyville Downs redevelopment plan, we are writing to request that the City adopt a Special Use Permit that would provide for the following:

- **Restaurant Overlay District.** We are working with a number of restaurant operators whose businesses involve the sale of alcoholic beverages for on-premises consumption. In addition, Whole Foods is planning to introduce a restaurant concept within its store, and expects to sell alcoholic beverages for on-premises consumption. We would like to request a Restaurant Overlay District for Lots 1R1, 4, 5A, 6A, 7A and 9R.
- **Sale of Alcohol by Whole Foods.** Whole Foods is in the business of selling beer and wine for off-premises consumption. We would like to request permission for that activity on Lot 7A, Block 2 Village Park Addition – Colleyville.
- **Construction of New Landmark Sign.** Retailers that are interested in Colleyville Downs have demanding criteria for site selection, which include requirements of visibility, access and signage. Considering depth and slope of the parking field together with certain other issues, visibility in portions of the shopping center is limited. As a result, we will need to have the ability to offer additional signage to attract more retailers to the center. We would like to request permission to build a multi-tenant landmark sign at 4801 Colleyville Boulevard. The new landmark sign is designed to be consistent with the materials and design of the shopping center and resemble the existing landmark sign located at 4701 Colleyville Boulevard.

Exhibit "B" – Statement of Planning Objectives Cont.

- **Improvement of Existing Landmark Sign.** As mentioned above, our success in leasing Colleyville Downs is determined in large part by available signage. In addition, considering our plan to improve the appearance of the shopping center, we think it would be appropriate to improve the appearance of existing signage so that it is consistent with the higher quality of the redeveloped shopping center. Thus, we would like to request permission to remodel the existing landmark sign that is identified on Exhibit "B". The remodeled sign would be constructed to be substantially similar to the drawing on Exhibit "C".
- **Establish 4.5 / 1000 Parking Ratio.** In order to accommodate the tenant interest in Colleyville Downs and optimize the occupancy, value, shopping traffic and sales volumes at the center, we would like to request a parking ratio of 4.5 /1000; which will suffice to comply with all permitted uses under the CC-2 Shopping Center district.
- **Allow for two electrical charging stations.** These stations will allow for the charging of electrically powered automobiles. We have not yet determined a final location for these devices and are simply asking for the allowance of the land use in conjunction with this Special Use Permit request.

Exhibit "C" – Front Façade Elevations

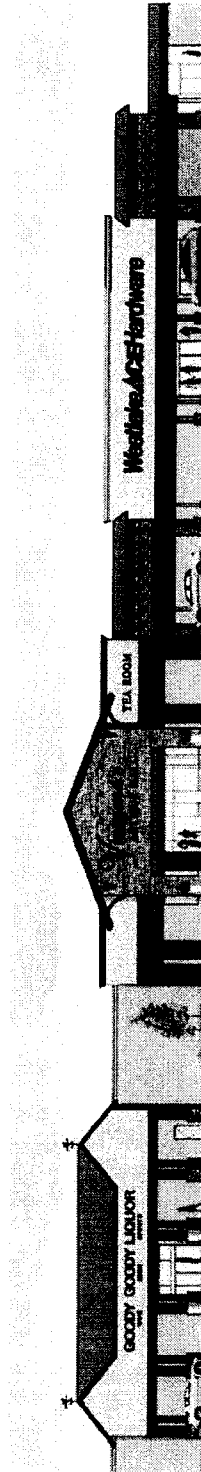
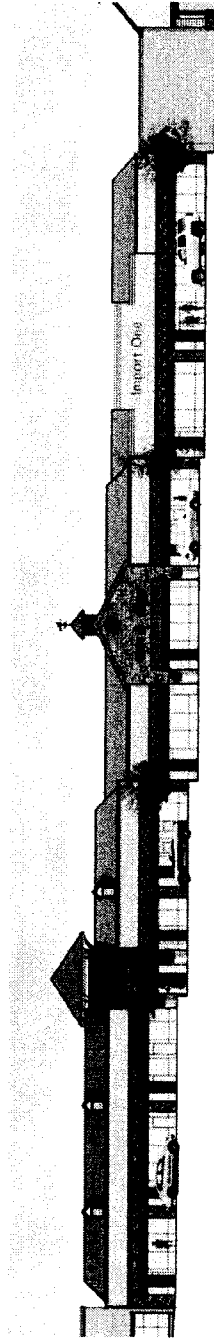
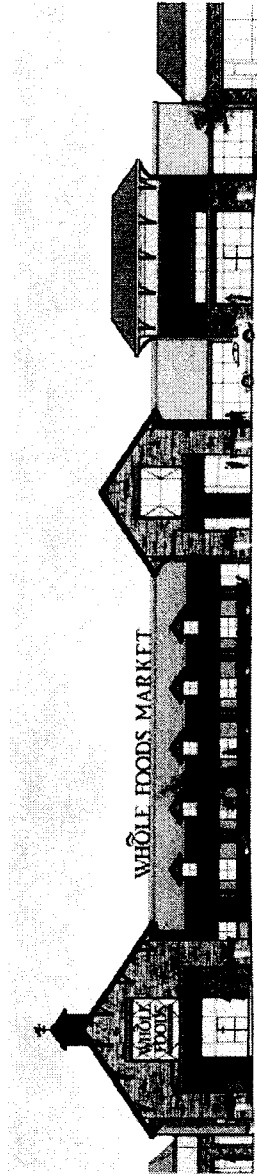
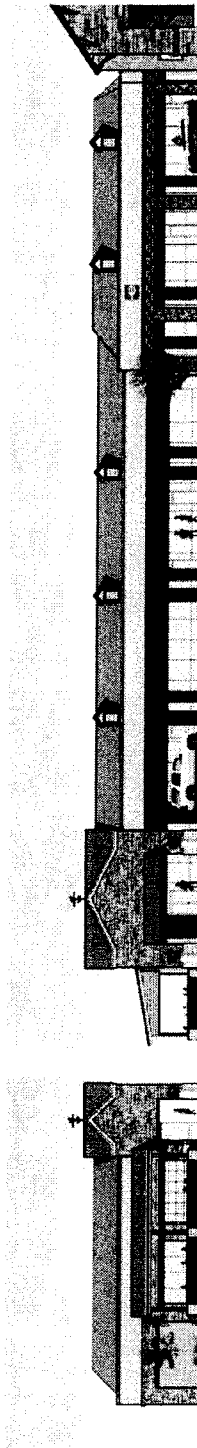
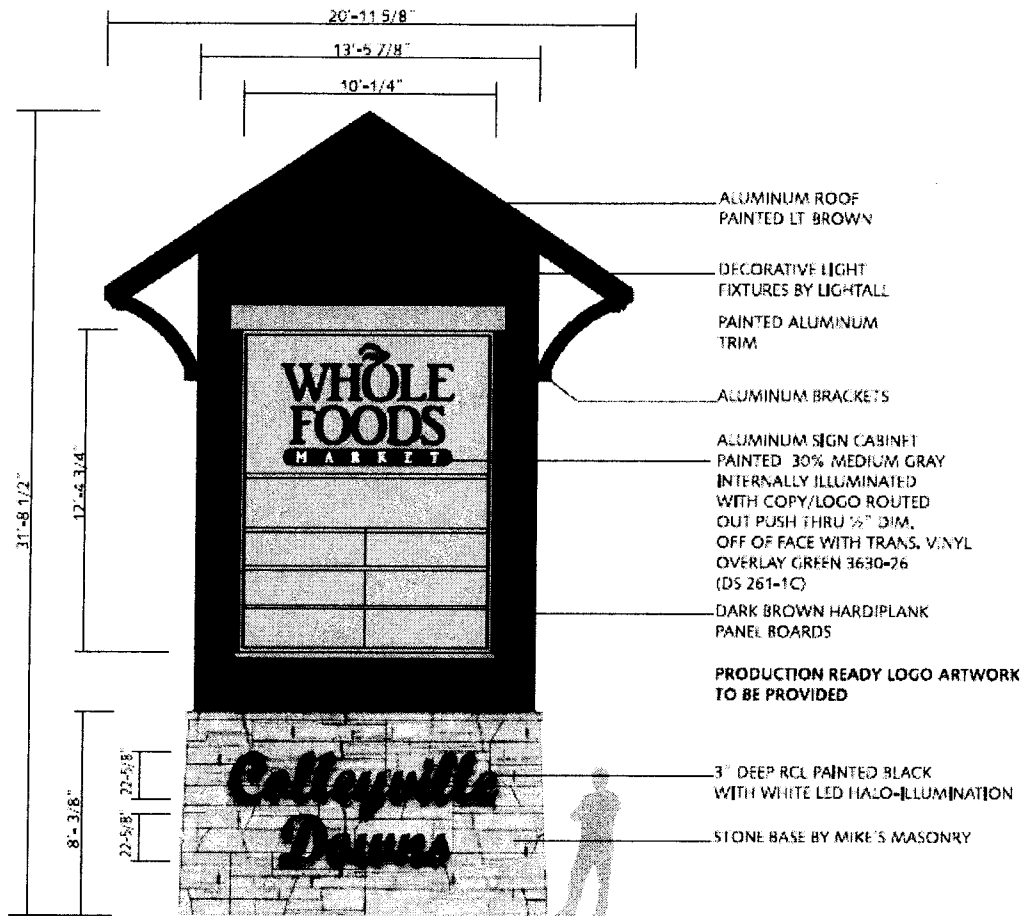


Exhibit "D" – Landmark Sign Exhibits



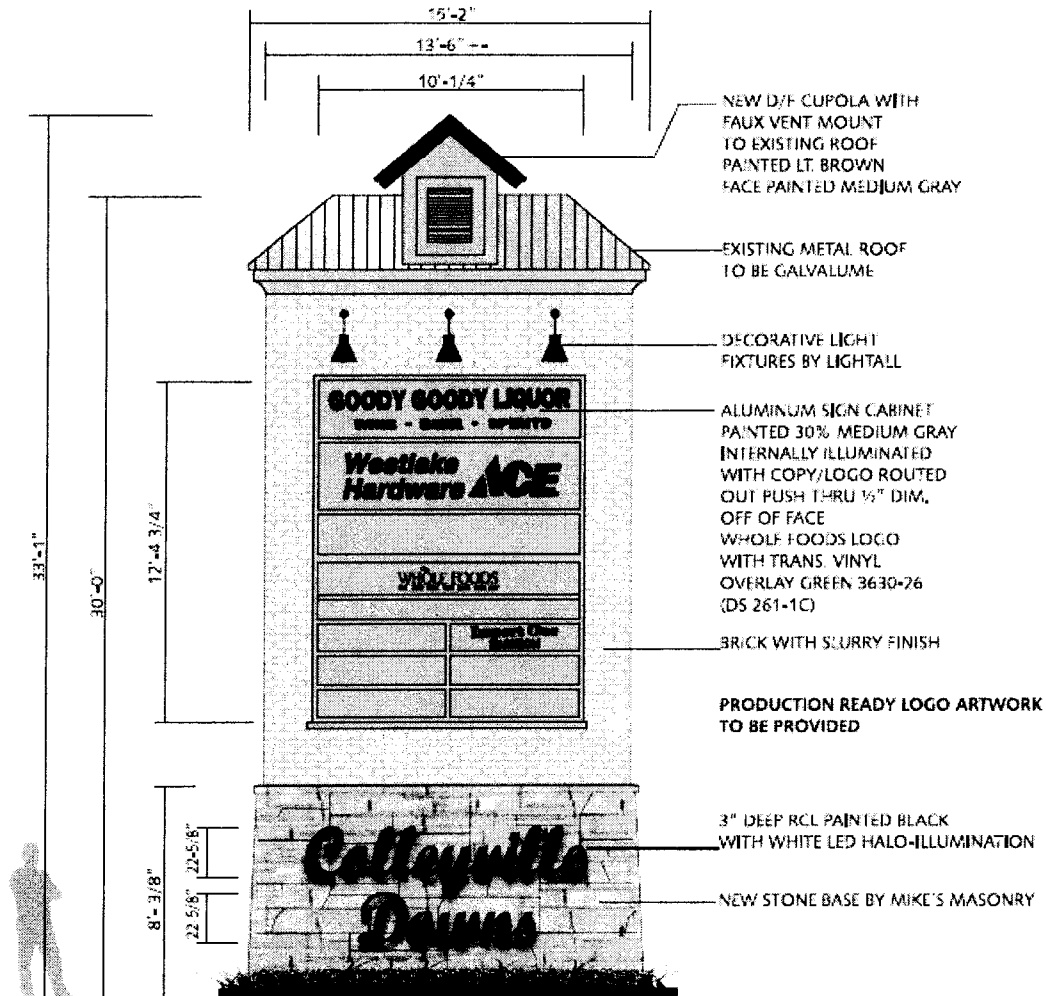
A

D/F MONUMENT SIGN

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

(1) REQUIRED - MANUFACTURE & INSTALL

Exhibit "D" – Landmark Sign Exhibits Cont.



B D/F EXISTING MONUMENT SIGN MODIFIED

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

(1) REQUIRED - MANUFACTURE & INSTALL
REF. W.O. 360714

ORDINANCE O-14-1920

AMENDING ORDINANCE O-13-1881 CONDITIONS; 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 Council approved Ordinance O-13-1881 on October 2, 2013, authorizing alcohol sales for on-premise and off-premise consumption on Lots 1R1, 4, 5A, 6A, 7A, and 9R, Block 2, Village Park Addition, located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard under zoning case ZC13-009; and
- WHEREAS,** the applicant has requested an amendment to Ordinance O-13-1881 by requesting a waiver to the requirements of Chapter 4-Landscaping and Buffering in the Land Development Code; 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 enact a new zoning ordinance; and
- WHEREAS,** the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and
- WHEREAS,** the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and
- WHEREAS,** the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-13-1881.
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The following amendments to Ordinance O-13-1881 are hereby authorized:
 - (1) As it pertains to the requirements of Section 4(1)g and 4(2)a contained in Ordinance O-13-1881, Texas Brazos Native River Rock is hereby approved as acceptable ground cover material in place of sod or grass within any required parking lot island.
 - (2) All live plants and trees included in the parking lot islands in the development shall be consistent with the

approved landscape plan on file with the City and shall be planted and maintained in good condition with said plantings indicated on the approved landscape plan.

(3) All other requirements of the Land Development Code shall remain in full force and effect except where amended herein and approved by Ordinance O-13-1881.

Sec. 5. 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. 6. 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. 7. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort, and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of July 2014.

The second reading and public hearing being conducted on the 15th day of July 2014.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 6a

Agenda Date 07/15/2014

Number Ordinance O-14-1921

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the PUDC-Planned Unit Development Commercial zoning requirements by repealing Ordinance O-94-950 and adding new requirements on Lots 1 and 2, Block 1, of the Pecan Gardens Addition, located at 6220 and 6226 Colleyville Boulevard, Case ZC14-008

Explanation

First Reading and Public Hearing

The applicant is requesting an amendment to PUD-C Ordinance O-94-950 in order to construct two general office buildings located at 6226 Colleyville Boulevard, located at the southwest corner of Tinker Road and Colleyville Boulevard.

Existing Conditions and Zoning. The subject property is zoned PUD-C-Planned Unit Development Commercial and contains six existing professional office buildings. The zoning was approved on May 17, 1994 by Ordinance O-94-950 (attached). The Pecan Gardens final plat subdivided approximately 2.88 acres into two lots and was approved December 22, 1997. The approved ordinance contained several conditions of approval regarding the development of the property, as follows.

1994 Statement of Planning Objectives:

- 1) A general site plan shall be required at the time of approval of the PUD ordinance for the subject site. The final site plan shall require approval of the Planning and Zoning Commission and the City Council following a public hearing with standard notice required for zoning changes.
- 2) The minimum rear setback along the western edge of the property shall be 25 feet.
- 3) The final site plan shall include elevation designs which when viewed from the western or northern boundaries of the site will resemble residential structures similar to those of typical residential dwellings within 300 feet of the subject site.
- 4) A building within 100 feet of the western edge of the property may not be more than one story in height, nor more than 16 feet tall at the roof eaves, nor more than 30 feet tall at the highest point of the roof.
- 5) No window built above the first floor may openly face the residential developments

on the western or northern edges of the site.

6) All mechanical equipment and dumpsters shall be screened from all views.

7) All facades, exclusive of doors and windows, shall be at least 90 percent brick. Design features may include decorative tile, stone or block provided such design features do not exceed 10 percent of the exterior wall area. The developer of the site may request approval of alternative façade designs at the time of final site plan approval by the Planning and Zoning Commission.

8) A concept plan shall be prepared for the future development of the property located immediately east of the subject site as a second phase of the proposed development. Said concept plan shall be made as part of the final site plan.

9) All conditions listed here shall be in addition to the requirement for the site set forth in the Zoning Ordinance and Building Code.

10) A final site plan shall contain design considerations for the inclusion of Tract 2W3, Abstract 331, in a joint development plan with the subject PUD. Said joint development plan is intended to serve as a guide for review of future development requests related to Tract 2W3.

11) The main entrance and exit to the project shall be on Highway 26 with a 40 foot divided entrance and a landscaped median. A monument sign may be erected in this median if sight distances permit.

12) A masonry screening wall shall be erected along the western edge of the property.

13) Sidewalks shall be provided in accordance with the Sidewalk Ordinance on or adjacent to the rights-of-way of Highway 26 and Tinker Road.

Condition 1: A general site plan shall be required at the time of approval of the PUD ordinance for the subject site. The final site plan shall require approval of the Planning and Zoning Commission and the City Council following a public hearing with standard notice required for zoning changes.

Condition 1 cannot be confirmed as there is no record on file.

Condition 2: The minimum rear setback along the western edge of the property shall be 25 feet.

The two proposed buildings will be setback 25 feet from the western edge of the property.

Condition 3: The final site plan shall include elevation designs which when viewed

from the western or northern boundaries of the site will resemble residential structures similar to those of typical residential dwellings within 300 feet of the subject site.

The two proposed buildings resemble residential structures similar to those of typical residential structures. All new buildings must comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code.

Condition 4: A building within 100 feet of the western edge of the property may not be more than one story in height, nor more than 16 feet tall at the roof eaves, nor more than 30 feet tall at the highest point of the roof.

The two proposed buildings are one story in height and will be required to meet current development standards. All new buildings must comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code.

Condition 5: No window built above the first floor may openly face the residential developments on the western or northern edges of the site

The two proposed buildings are proposed as one story in height.

Condition 6: All mechanical equipment and dumpsters shall be screened from all views.

The two proposed buildings will be required to screen all mechanical equipment and dumpsters from view. The proposed buildings will be required to comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code.

Condition 7: All facades, exclusive of doors and windows, shall be at least 90 percent brick. Design features may include decorative tile, stone or block provided such design features do not exceed 10 percent of the exterior wall area. The developer of the site may request approval of alternative façade designs at the time of final site plan approval by the Planning and Zoning Commission.

The two proposed buildings must comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code.

Condition 8: A concept plan shall be prepared for the future development of the property located immediately east of the subject site as a second phase of the proposed development. Said concept plan shall be made as part of the final site plan.

Condition 8 cannot be confirmed as there is no record on file.

Condition 9: All conditions listed here shall be in addition to the requirement for the site set forth in the Zoning Ordinance and Building Code

The two proposed buildings must comply with the all applicable ordinances, codes and regulations.

Condition 10: A final site plan shall contain design considerations for the inclusion of Tract 2W3, Abstract 331, in a joint development plan with the subject PUD. Said joint development plan is intended to serve as a guide for review of future development requests related to Tract 2W3

Condition 10 cannot be confirmed as there is no record on file.

Condition 11: The main entrance and exit to the project shall be on Highway 26 with a 40 foot divided entrance and a landscaped median. A monument sign may be erected in this median if sight distances permit

Elements stated within Condition 11 are existing.

Condition 12: A masonry screening wall shall be erected along the western edge of the property.

An 8-foot in height masonry screening wall exists along the western edge of the property.

Condition 13: Sidewalks shall be provided in accordance with the Sidewalk Ordinance on or adjacent to the rights-of-way of Highway 26 and Tinker Road.

A 4-foot wide sidewalk has been constructed adjacent to Tinker Road. Given that Tinker Road is designated as a Minor Collector on the Master Thoroughfare Plan, a 5-foot wide sidewalk will be required.

There are no existing sidewalks along Highway 26.

Applicant's Request. Per the attached Statement of Planning Objectives, the applicant is requesting to amend PUD-C Ordinance O-94-950 in order to construct two new professional office buildings on Lot 1, Block 1 of the Pecan Gardens Addition.

Surrounding Properties. The surrounding properties include the following uses: a medical office building to the west and single family residential uses to the north, south, and east of the subject property.

Building Design Standards. The applicant has submitted conceptual renderings of the proposed office buildings (attached). The proposed buildings will be required to comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code

Parking. The applicant will be adding 29 additional parking stalls for general office

parking. All parking shall meet the requirements of the Land Development Code at the time of building permit submittal. The parking spaces shown on the conceptual site plan comply with the Land Development Code.

Staff Recommendation Related to Existing PUD: The majority of the conditions within the 1994 ordinance approving for this development are no longer applicable as they have either been addressed with previous development of the property or are less stringent than the Land Development Code currently requires. Staff recommends that PUD-C Ordinance O-94-950 be repealed and amended in its entirety while retaining two of the original conditions for future development:

- **Condition 4:** A building within 100 feet of the western edge of the property may not be more than one story in height, nor more than 16 feet tall at the roof eaves, nor more than 30 feet tall at the highest point of the roof.
- **Condition 5:** No window built above the first floor may openly face the residential developments on the western or northern edges of the site

Public Notification. Staff mailed notices to 21 adjacent property owners regarding this request. All school districts within the City of Colleyville were notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received no correspondence regarding this request to date.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the June 23, 2014 meeting by a vote of (7-0).

Summary. Development of the two proposed professional office buildings are in compliance with the existing conditions of approval within Ordinance O-94-950. The applicant has not requested any variances to the requirements of the Land Development Code.

Financial Impact

There is no financial impact to the City.

Recommendation

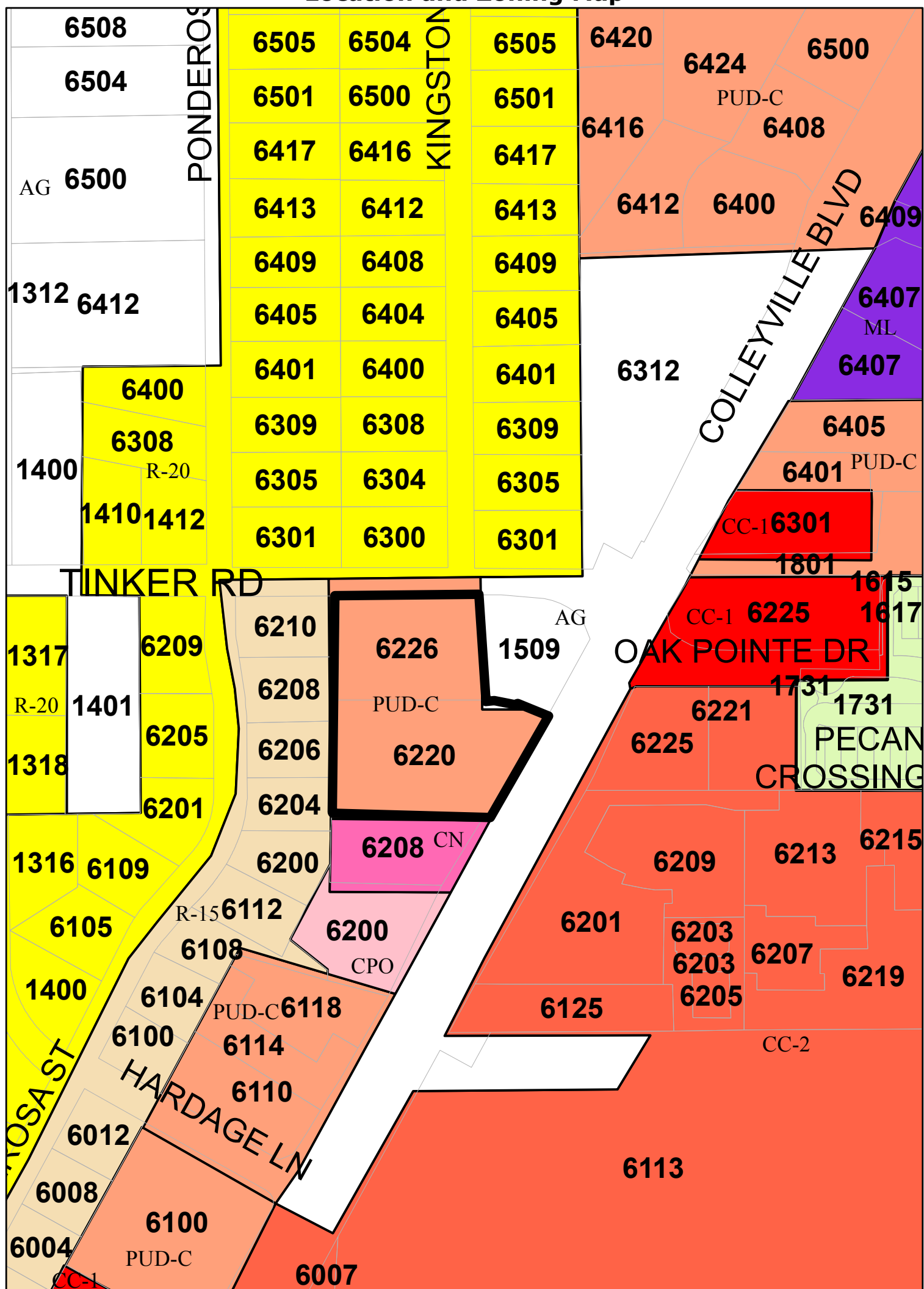
Approve

Attachments

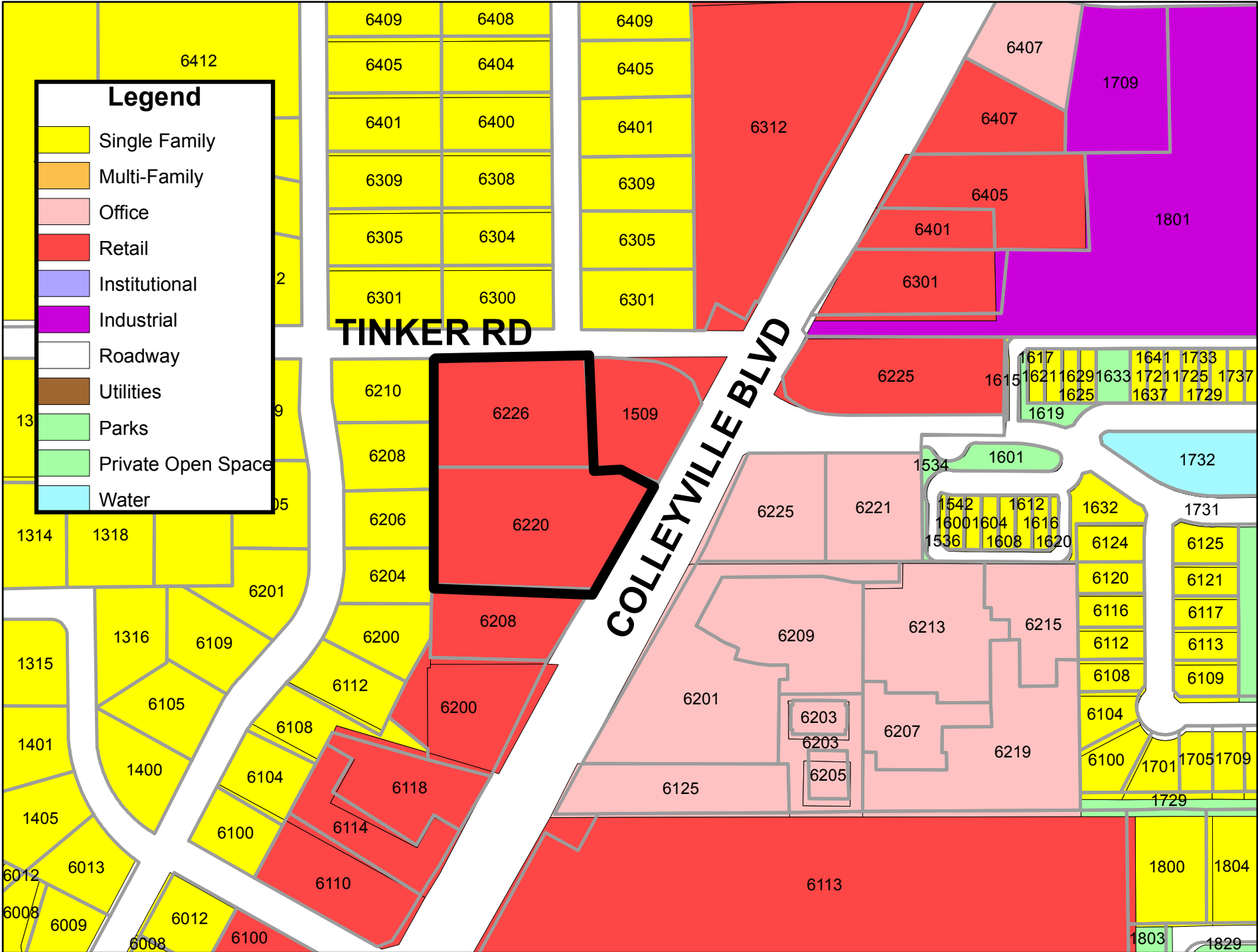
1. Location and Zoning Map
2. Future Land Use Map
3. Aerial
4. Buffer Map

5. Notification List
6. Conceptual Building Elevations
7. Conceptual Site Plan
8. Statement of Planning Objectives
9. Conceptual Floor Plan
10. Ordinance O-94-950
11. Ordinance O-14-1921

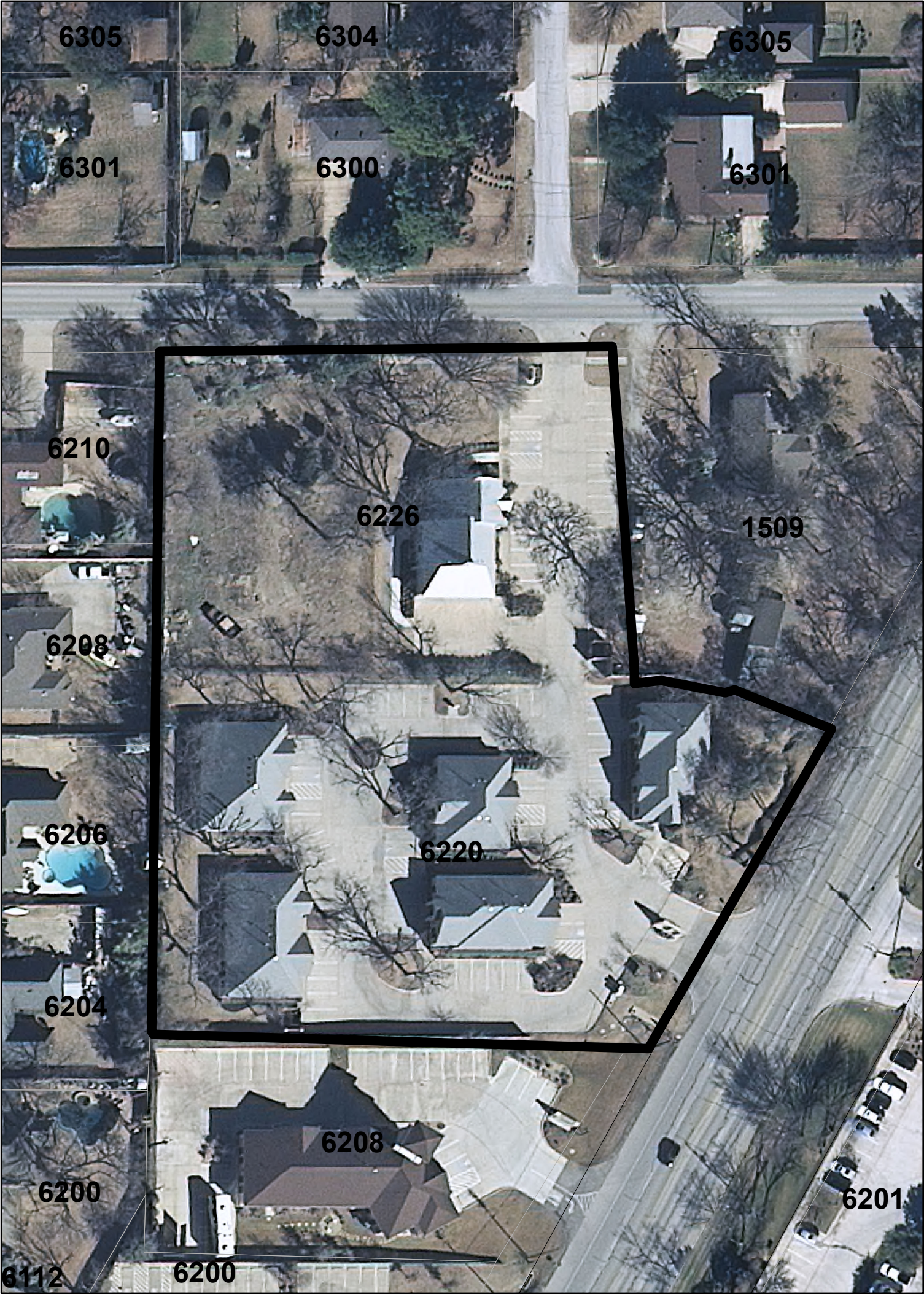
Location and Zoning Map



Future Land Use



Aerial



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Legend

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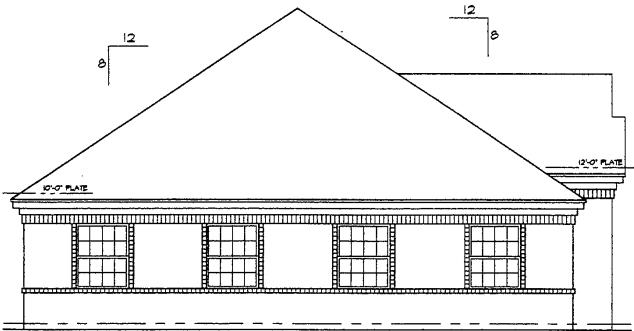


Notification List

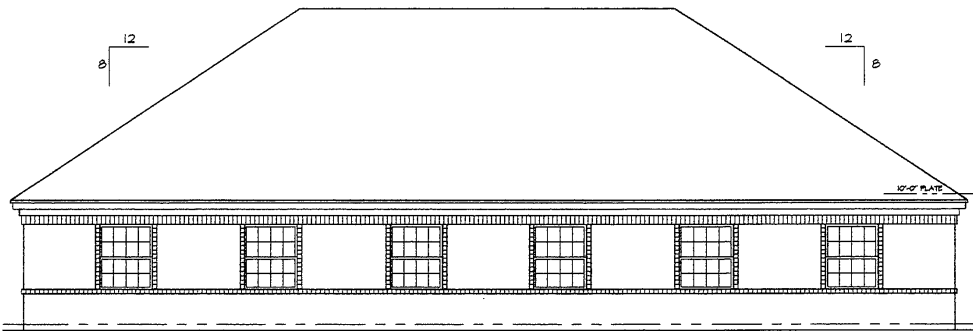
Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
LAM, CONNER	1280 POST OAK TRL	SOUTHLAKE	TX	76092	006312 COLLEYVILLE BLVD
R H LENDING INC	6209 COLLEYVILLE BLVD	COLLEYVILLE	TX	76034	006209 COLLEYVILLE BLVD
PMT PARTNERS IX LTD	1585 KAPIOLANI BLVD STE 1110	HONOLULU	HI	96814	006201 COLLEYVILLE BLVD
COLLEYVILLE PROPERTIES LLC	3145 GEARY BLVD STE 737	SAN FRANCISCO	CA	94118	006225 COLLEYVILLE BLVD
ARANA, WANDA TRUSTEE	36 ARANA CIR	SAUSALITO	CA	94965	006200 COLLEYVILLE BLVD
JACE PROPERTIES LLC	3241 HORSESHOE DR	GRAPEVINE	TX	76051	006208 COLLEYVILLE BLVD # A
BUFE, MARTHA	1509 TINKER RD	COLLEYVILLE	TX	76034	001509 TINKER RD
GLASS, THOMAS ETUX GLENDA	6304 KINGSTON	COLLEYVILLE	TX	76034	006304 KINGSTON DR
ENOS, CHARLES H ETUX SHERRY A	6305 KINGSTON	COLLEYVILLE	TX	76034	006305 KINGSTON DR
BURTON, EUGENE ETUX KAREN L	6112 PONDEROSA ST	COLLEYVILLE	TX	76034	006112 PONDEROSA ST
TUCKER, CHARLES	6206 PONDEROSA ST	COLLEYVILLE	TX	76034	006206 PONDEROSA ST
FOLKES, JAMES ETUX KIMBERLY	6200 PONDEROSA ST	COLLEYVILLE	TX	76034	006200 PONDEROSA ST
TOUCHSTONE, GARY ETUX JULIE	6208 PONDEROSA ST	COLLEYVILLE	TX	76034	006208 PONDEROSA ST
THOMAS, PHILIP H ETUX MILDRED	6204 PONDEROSA ST	COLLEYVILLE	TX	76034	006204 PONDEROSA ST
DE BERARD, LAWRENCE L & LINDA	6210 PONDEROSA ST	COLLEYVILLE	TX	76034	006210 PONDEROSA ST
WOOD, ROSY MARTINEZ	6300 KINGSTON	COLLEYVILLE	TX	76034	006300 KINGSTON DR
BROWN, KATHLEEN G	25 SAN FELIPE WAY	NOVATO	CA	94945	006305 PONDEROSA LN
SPANN, TERESA G	6301 KINGSTON	COLLEYVILLE	TX	76034	006301 KINGSTON DR
JENNINGS, JEFF L & N J JACOBI	6301 PONDEROSA LN	COLLEYVILLE	TX	76034	006301 PONDEROSA LN
GRAPEVINE-COLLEYVILLE ISD	3051 IRA E. WOODS AVE	GRAPEVINE	TX	76051	COURTESY NOTICE
MR. TOM ADAIR, APPLICANT	901 JOHN MCCAIN ROAD	COLLEYVILLE	TX	76034	APPLICANT

Public hearing notices were mailed
Fri., June 13, 2014 by Taci Wrisley

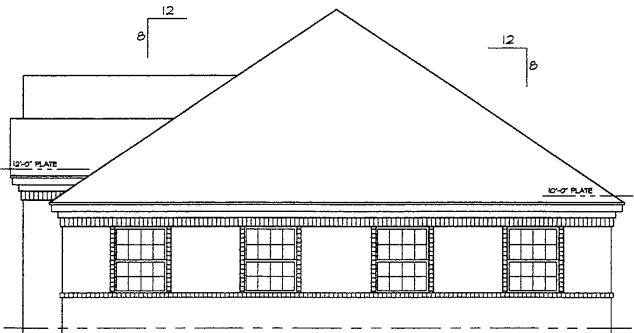
Conceptual Building Elevations



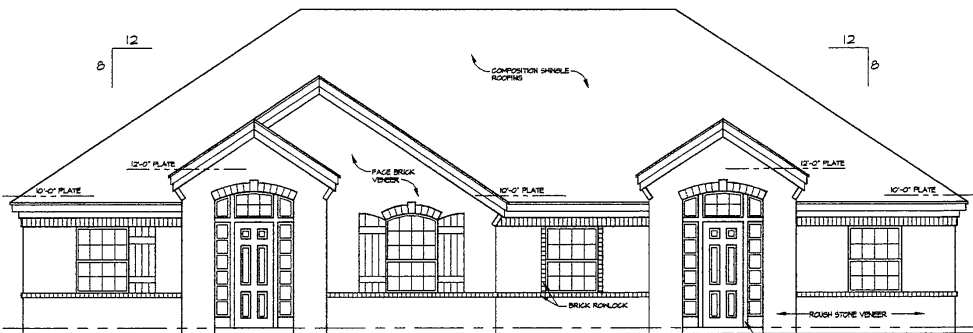
SOUTH ELEVATION (BLDG. #1)
SCALE: 1/4"=1'-0"



WEST ELEVATION (BLDG. #1)
SCALE: 1/4"=1'-0"



NORTH ELEVATION (BLDG. #1)
SCALE: 1/4"=1'-0"



EAST ELEVATION (BLDG. #1)
SCALE: 1/4"=1'-0"



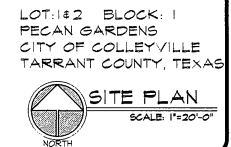
DESIGNED BY: DAVID COLEY
817-713-6770
8116 CHAMIZAL DR. - FORT WORTH, TEXAS - 76137



PECAN GARDENS
HWY. 26 & TINKER ROAD COLLEVILLE TEXAS

SHEET
A-1
OF 3 SHEETS

1



8116 CHAMIZAL DR. • FORT WORTH, TEXAS • 76137
817-713-0770

SHEET
SP-1
OF 1 SHEETS

Statement of Planning Objectives

PECAN GARDEN ESTATES

DEVELOPMENT REVIEW COMMITTEE

RE; ZC14-008 PUD AMENDMENT 6220-6230 COLLEYVILLE BLVD

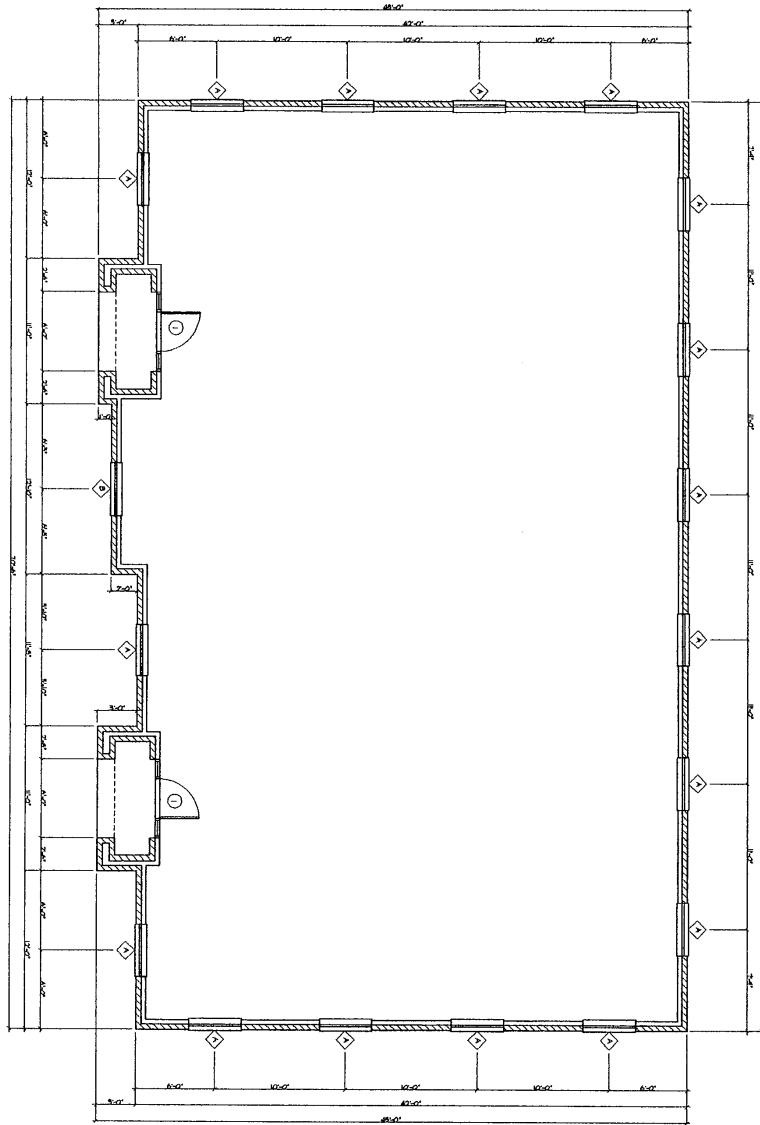
(1) ADDITIONAL CONSTRUCTION OF TWO GENERAL OFFICE BUILDINGS ON LOT ONE

BLOCK ONE PECAN GARDENS WITH ADDITIONAL PARKING AREA.

(2) THIS LETTER AND TEN FULL SIZE AND ONE 8.5 X 11 SITE PLANS HAVE BEEN SUBMITTED AS
PER YOUR REQUEST.


THOMAS D. ADAIR

Conceptual Floor Plan



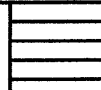
FIRST FLOOR PLAN (BLDG#2)
SCALE: 1/8"=1'-0"

DOOR SCHEDULE			
NO.	SIZE	TYPE	REMARKS
1	8'-0" x 6'-0" SWHT	SWHT	DOOR TO ENTRY
2	8'-0" x 6'-0" SWHT	SWHT	DOOR TO ENTRY
WINDOW SCHEDULE			
NO.	SIZE	TYPE	REMARKS
A	4'-0" x 8'-0"	SH	WINDOW
B	4'-0" x 8'-0"	SH	WINDOW
AREAS			
1	ENTRY	20' x 30' x 10'	DO 200.00
2	ROOM	30' x 35' x 10'	DO 200.00
3	ROOM	30' x 35' x 10'	DO 200.00
4	CORRIDOR	10' x 100' x 10'	DO 200.00

SHEET
A-2
OF 3 SHEETS

PECAN GARDENS
HWY. 26 & TINKER ROAD COLLEYVILLE TEXAS

DESIGNED BY: DAVID COLEY
817-713-6770
8116 CHAMIZAL DR. • FORT WORTH, TEXAS • 76137



Ordinance Approved May 17, 1994

ORDINANCE 0-94-950

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF 2.885 ACRES OUT OF THE J.L. BYAS SURVEY, ABSTRACT 180, TRACT 2W2 AND A PORTION OF TRACT 2W, IN THE CITY OF COLLEYVILLE, TEXAS FROM THE AG (AGRICULTURAL) DISTRICT TO THE PUD-C (PLANNED UNIT DEVELOPMENT-COMMERCIAL) DISTRICT; PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, an application for zoning change was filed by Trey Hagar, Metrovest, Inc., on January 07, 1994 under Case No. Z-93-046 and a written request to amend the change to PUD-C rather than CC on March 03, 1994; and,

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; 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; and,

WHEREAS, notices were posted on the subject land as provided by the zoning ordinance; and,

WHEREAS, public hearings to change the zoning and the Master Plan on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation that the zoning request be changed to PUD-C; and,

WHEREAS, the City Council is of the opinion that the zoning change herein effectuated furthers the purpose of zoning as set forth in the Zoning Ordinance and is in the best interest of the citizens of the City of Colleyville;

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

Sec. 1. THAT the Master Plan, the Zoning Ordinance of the City of Colleyville, Texas, and the accompanying Zoning Map (as indicated in Exhibit A) are hereby amended insofar as they relate to certain land located in Colleyville, Texas, and described by metes and bounds (Exhibit B) as follows by changing the zoning of said property from the AG (Agricultural) district to

Ordinance Approved May 17, 1994

O-94-950

the PUD-C (Planned Unit Development-Commercial) district together with all site plans, supporting documents, and other conditions and restrictions imposed and approved by the Council, which are incorporated herein by reference including, but not limited to: those statements set forth in the Statement of Planning & Objectives from the applicant, Trey Hagar of Metrovest, Inc. which is Attachment 1 to this ordinance; the Conditions of Approval which is Attachment 2 to this ordinance. Attachments 1 and 2 shall be incorporated in this ordinance for all purposes.

Sec. 2. Any person, firm or corporation violating any of the provisions of this ordinance as read together with the Zoning Ordinance of the City of Colleyville and accompanying official Zoning Map thereto shall be guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00). Each and every day such violation continues shall constitute a separate offense and shall be punishable as such.

Sec. 3. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

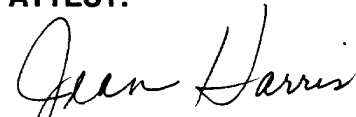
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 19th day of April, 1994.

The second reading and public hearing being conducted on the 3rd day of May, 1994.

The third reading and public hearing being conducted on the 17th day of May, 1994.

ATTEST:


Jean Harris, CMC
City Secretary

CITY OF COLLEYVILLE


Cheryl Feigel
Mayor

APPROVED AS TO FORM AND LEGALITY:


Ross T. Foster
City Attorney

Ordinance Approved May 17, 1994

ATTACHMENT 1
ORDINANCE 0 - 94 - 950



METROVEST, INC.

**ZONING PETITION
SUPPORTING DOCUMENTATION**

The property to be developed is currently zoned AG. We are requesting a zoning change to PUD-C. Our objective is to create a unified development which will be sensitive to the residential neighborhoods around the property. We will provide an aesthetically-pleasing retail strip for the fast-growing community of Colleyville. New residential developments have created demand for additional neighborhood commercial areas. The development we are proposing will include a retail strip with parking, loading areas and landscaping per code requirements.

Construction of the project is expected to begin in mid 1994.

Metrovest, Inc. will provide a drainage study in order to plat the property. The drainage study will include a proposal for sanitary sewer extensions, upgrading and increase of line size; and proposal for water drainage conditions and upgrading of existing water lines to site. These proposals will be implemented through proper detailed construction planning and subsequent construction.

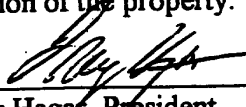
Metrovest, Inc. is purchasing the property. Provisions in the contract allow for the change of zoning petition. Trey Hagar, representing Metrovest, Inc., is requesting the zoning change. Present owner is Linda Clark, Receiver for Carroll, Detaloff Et Al.

Please refer to "Addendum B" for a legal description of the property.

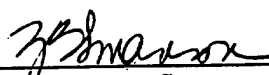
Date: December 14, 1993

Revised: January 6, 1994

Revised: March 23, 1994



Trey Hagar, President
Metrovest, Inc.



Zaida Basora Swanson, AIA
Project Architect

Ordinance Approved May 17, 1994

O-94-950

ATTACHMENT 2

ORDINANCE O-94-950

ZONING CHANGE REQUEST FROM "AG" TO "PUD-C"

CONDITIONS OF APPROVAL

1. A general site plan shall be required at the time of approval of the PUD ordinance for the subject site. The final site plan shall require approval of the Planning and Zoning Commission and the City Council following a public hearing with standard notice required for zoning hearings.
2. The minimum rear setback along the western edge of the property shall be 25 feet.
3. The final site plan shall include elevation designs which when viewed from the western or northern boundaries of the site will resemble residential structures similar to those of typical residential dwellings within 300 feet of the subject site.
4. A building within 100 feet of the western edge of the property may be not more than one story in height, nor more than 16 feet tall at the roof eaves, nor more than 30 feet tall at the highest point of the roof,
5. No window built above the first floor may openly face the residential developments on the western or northern edges of the site.
6. All mechanical equipment and dumpsters shall be screened from all views.
7. All facades, exclusive of doors and windows, shall be at least 90 percent brick. Design features may include decorative tile, stone or block provided such design features do not exceed 10 percent of the exterior wall area. The developer of the site may request approval of alternative facade designs at the time of final site plan approval by the Planning and Zoning Commission.
8. A concept plan shall be prepared for the future development of the property located immediately east of the subject site as a second phase of the proposed development. Said concept plan shall be made a part of the final site plan.
9. All conditions listed here shall be in addition to the requirements for the site set forth in the Zoning Ordinance and Building Code.
10. A final site plan shall contain design considerations for the inclusion of Tract 2W3 Abstract 331, in a joint development plan with the subject PUD. Said joint development plan is intended to serve as a guide for review of future development requests related to Tract 2W3.

Ordinance Approved May 17, 1994

O-94-950
Attachment 2
cont.

11. The main entrance and exit to the project shall be on Highway 26 with a 40 foot divided entrance and a landscaped median. A monument sign may be erected in this median if sight distances permit.
12. A masonry screening wall shall be erected along the western edge of the property.
13. Sidewalks shall be provided in accordance with the Sidewalk Ordinance on or adjacent to the rights-of-way of Highway 26 and Tinker Road.

Ordinance Approved May 17, 1994

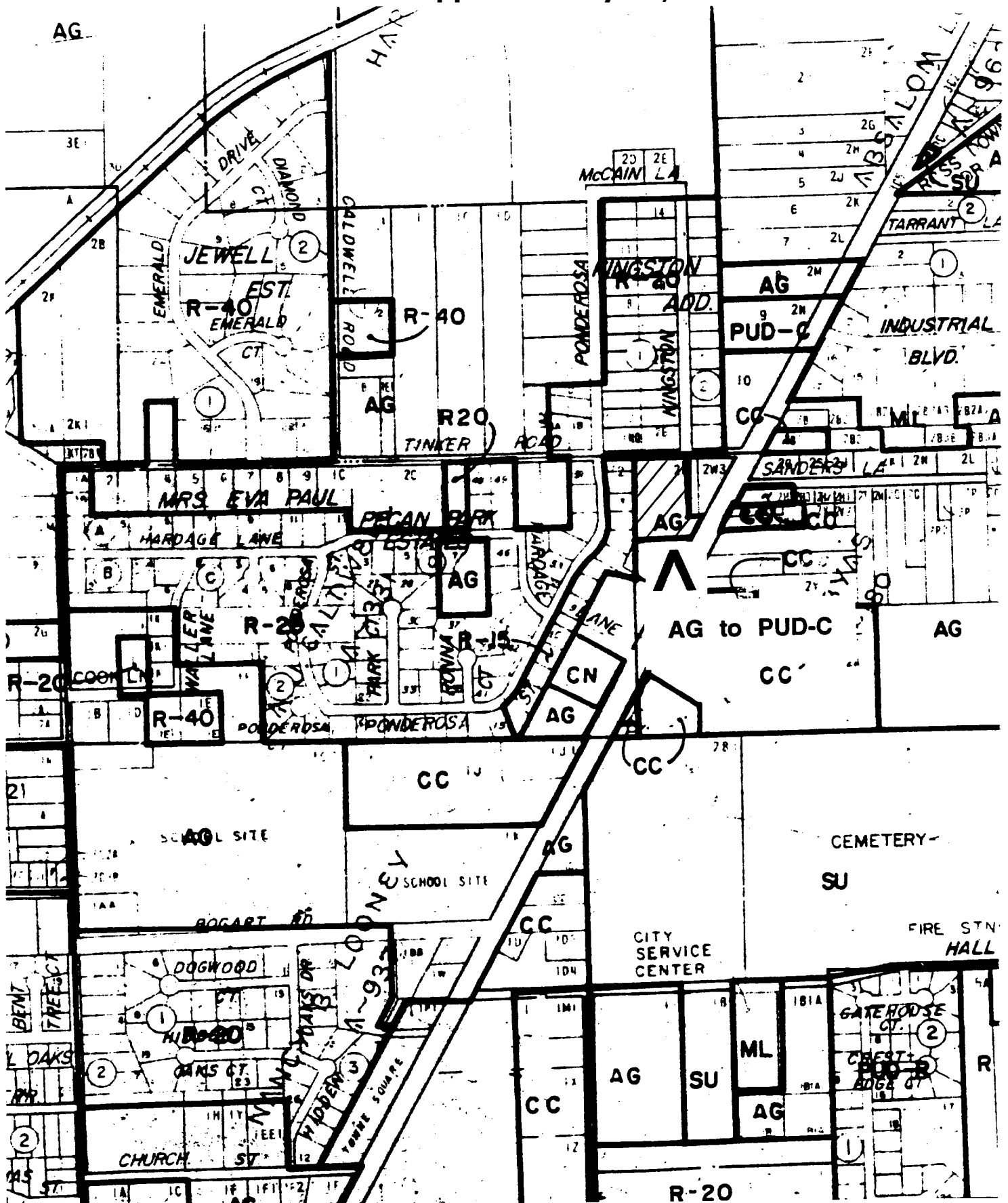


EXHIBIT A
ORDINANCE NO. 0 - 94 - 950

METES AND BOUNDS DESCRIPTION

The property is described as:

BEING A TRACT OF LAND situated in the J. L. BYAS SURVEY, Abstract No. 180, and being a portion of that certain 4.65 acre tract conveyed to Irma Mae Forsythe as recorded in Volume 2399, Page 185, Deed Records, Tarrant County, Texas and also described by metes and bounds as follows:

COMMENCING at the Northwest corner of the J. L. BYAS SURVEY and in the center line of Tinker Road (County Road No. 3055), a 50 foot wide right-of-way at this point;

THENCE South 01 degrees 37 minutes 00 seconds West, 25.00 feet to a 5/8 inch iron rod set, from which a 2.0 foot square rock monument found bears North 01 degrees 37 minutes 00 seconds East, 1.69 feet, said 5/8 inch iron rod being in the South line of said Tinker Road, the West line of said Forsythe tract, and the POINT OF BEGINNING;

THENCE South 88 degrees 46 minutes 00 seconds East, 301.5 feet to a 5/8 inch iron rod set in the West line of that certain .198 acre tract of land conveyed to Robert G. Bufe and Martha L. Bufe; an addition to that certain .75 acre of land conveyed to Robert G. Bufe and Martha L. Bufe as recorded in Volume 3735, Page 312, Deed Records, Tarrant County, Texas;

THENCE leaving said South line of Tinker Road, South 01 degrees 14 minutes 00 seconds West along the West line of the Bufe tract, 275.59 feet to a 5/8 inch iron rod set;

THENCE South 88 degrees 46 minutes 00 seconds East along the South line of said Bufe tracts 57.83 feet to a 5/8 inch iron rod set in the North westerly right-of-way line of State Highway 26 (100 feet wide);

THENCE leaving the South line of the Bufe tract, South 30 degrees 02 minutes 00 seconds West along said Northwesterly right-of-way line of State Highway No. 26, 149.29 feet to the Northeast corner of that certain 0.75 acre tract of land conveyed to A. G. Skaggs as recorded in Volume 3686, Page 579, Deed Records, Tarrant County, Texas, and a 5/8 inch rod set from which a 5/8 inch iron rod found bears, 88 degrees 39 minutes, 00 seconds West, 0.71 feet;

THENCE leaving the Northwesterly right-of-way of State Highway 26 North 88 degrees 39 minutes 00 seconds West, 290.10 feet to 1/2 inch iron rod found in the East line of PECAN PARK ESTATES;

THENCE North 01 degrees 37 minutes 00 seconds East, 405.15 feet to the POINT OF BEGINNING.

REVISED 3-9-94

ORDINANCE O-14-1921

AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AS HERETOFORE AMENDED; BY REPEALING ORDINANCE O-94-950; BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 2.88 ACRES OF LOTS 1 AND 2, BLOCK 1 OF THE PECAN GARDENS ADDITION, FROM THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT TO THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. ZC14-008; and

WHEREAS, Ordinance O-94-950 is hereby repealed in its entirety; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference

to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 2.88 acres of Lots 1 and 2, Block 1, Pecan Gardens Addition, from the PUD-C-Planned Unit Development Commercial Zoning District to the PUD-C-Planned Unit Development Commercial Zoning District, as depicted in Exhibit "A".
- Sec. 3. 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. 4. THAT Ordinance O-94-950 is hereby repealed in its entirety.
- Sec. 5. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL AMENDMENTS

- a. Permitted uses shall be limited to Professional and General Office as permitted in the CPO-Commercial Professional Office zoning district.
- b. All new buildings must comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code.
- c. This development, including the use of land and the layout of

the buildings on the property shall be generally consistent with Exhibits "B" and "C".

- d. A building within 100 feet of the western edge of the property may not be more than one story in height, nor more than 16 feet tall at the roof eaves, nor more than 30 feet tall at the highest point of the roof.
- e. No window built above the first floor may openly face the residential developments on the western or northern edges of the site.
- f. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this ordinance.

Sec. 6. 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. 7. 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. 8. 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. 9. THAT all provisions of the Land Development Code shall remain in full force and effect, except where amended herein.

Sec. 10. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort, and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of July 2014.

The second reading and public hearing being conducted on the 19th day of August 2014.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" -Location and Zoning Map

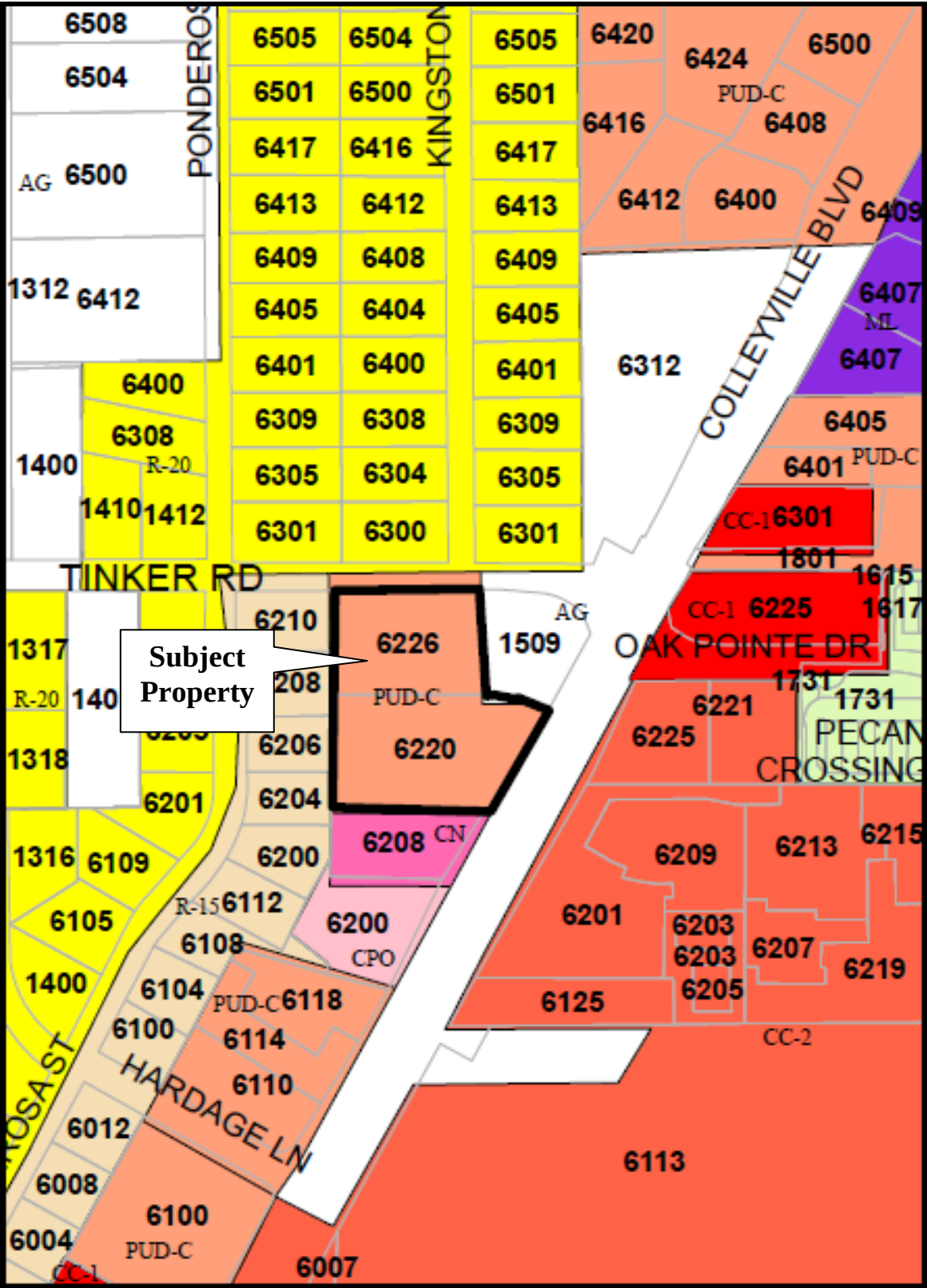


Exhibit "B" Site Plan

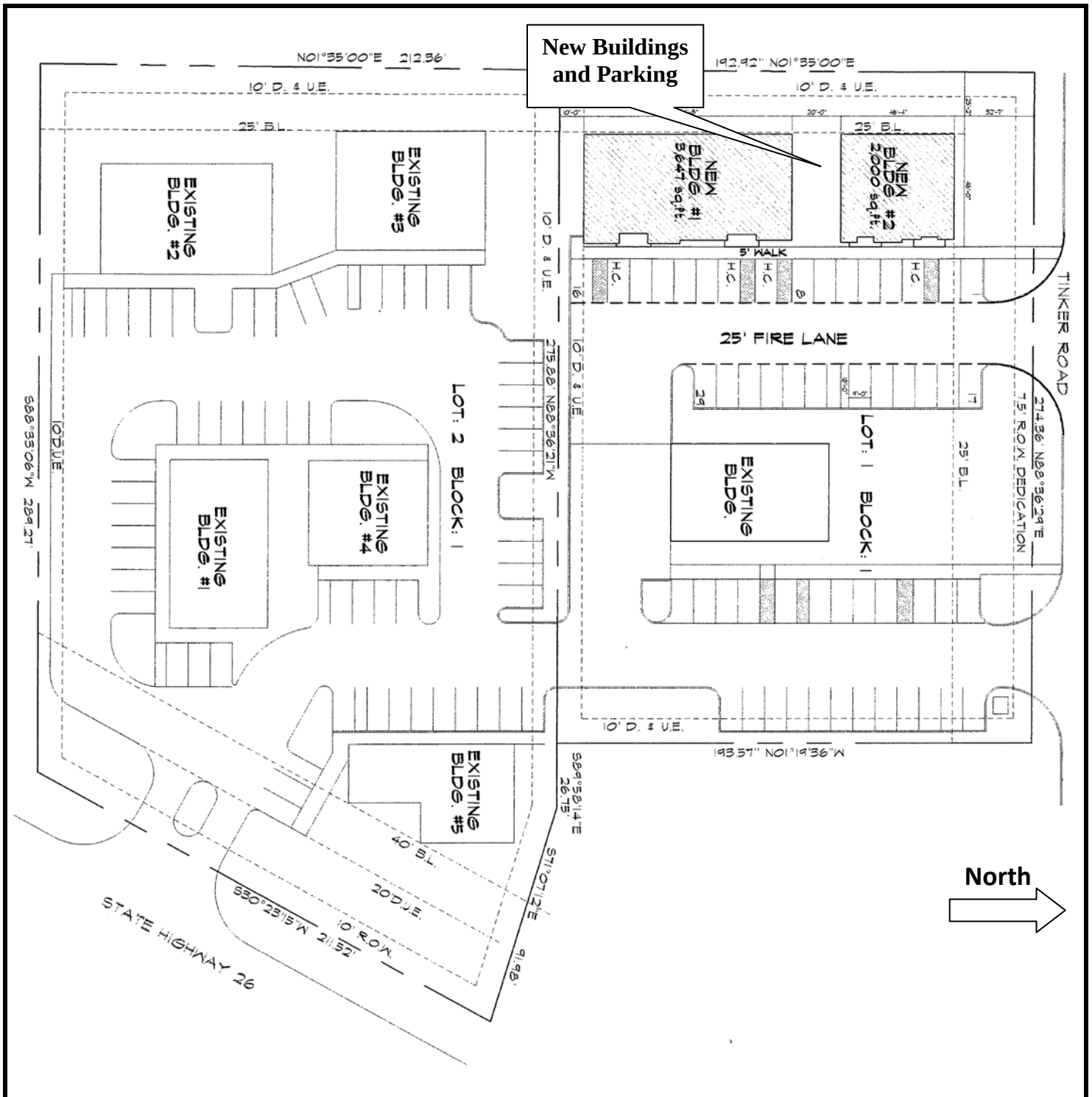


Exhibit "C" Statement of Planning Objectives

PECAN GARDEN ESTATES

DEVELOPMENT REVIEW COMMITTEE

RE; ZC14-008 PUD AMENDMENT 6220-6230 COLLEYVILLE BLVD

- (1) ADDITIONAL CONSTRUCTION OF TWO GENERAL OFFICE BUILDINGS ON LOT ONE
BLOCK ONE PECAN GARDENS WITH ADDITIONAL PARKING AREA.
- (2) THIS LETTER AND TEN FULL SIZE AND ONE 8.5 X 11 SITE PLANS HAVE BEEN SUBMITTED AS
PER YOUR REQUEST.


THOMAS D. ADAIR



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 6b

Agenda Date 07/15/2014

Number Ordinance O-14-1922

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from the CN – Neighborhood Commercial zoning district to the PUDC-Planned Unit Development Commercial zoning district and a consideration of a Special Use Permit for on-premise consumption of alcoholic beverages on 2.5 acres of Lots 10R and 11R, Block 1, of the Andy Felps Addition, located at 125 Acuff Lane, Cases ZC14-010 and ZC14-011

Explanation

First Reading and Public Hearing

Enchanted Real Estate Management, LLC., is requesting to rezone 2.54 acres located at 125 Acuff Lane from CN-Neighborhood Commercial district to the PUD-C Planned Unit Development Commercial district in order to develop an events venue. The applicant is also requesting Specific Use Permit for Alcohol Sales for on-site consumption.

Existing Conditions. The property is platted as the Andy Felps Addition, Block 1, Lots 10R and 11R. Currently, there is a single family home on the site that would be removed with the redevelopment of the property. The property is zoned CN-Neighborhood Commercial.

Master Plan. The rezoning request is consistent with the Colleyville Master Plan, adopted in 2004, which designates the subject property for future Retail uses. Properties to the north, west and east are designated as Retail. Properties to the south are designated as Office.

Proposed Rezoning Request. The applicant has submitted a Statement of Planning Objectives (attached) describing the proposed development. The applicant is requesting to rezone to the PUD-C zoning district to develop the site as a multi-use events venue. The site is designed for indoor and outdoor events, which will include general assembly events such as weddings, business meetings, and general social gatherings.

The development will consist of two buildings. Building 1 is proposed as a two-story, approximately 7,000 square foot events venue that will include an approximately 2,600 square foot covered patio area. The applicant anticipates that the building will accommodate 200 people. Building 2 is a proposed one-story, 1,500 square foot

building that will accommodate approximately 60 guests.

An amphitheater is proposed near the southwest corner of the site. The amphitheater is accessed by the main venue via a pedestrian path that is adjacent to the pond. The existing pond is proposed to be enhanced and a 75-foot long bridge will tie into the pedestrian path.

The applicant is also requesting Specific Use Permit for Alcohol Sales for on-site consumption.

Hours of Operation. The applicant proposes the following hours of operation: Sunday through Thursday, 9:00 a.m. to 9:00 p.m.; and Friday through Saturday 9:00 a.m. to 11:30 p.m.

All outdoor operations shall cease no later than 9:00 p.m.

Lot Dimensions and Setbacks. The PUD-C zoning district establishes a 40-foot front yard setback, a 10-foot side yard setback and a 25-foot rear yard setback. Lots 10R and 11R, Block 1 of the Andy Felps Addition were platted with a 35-foot front yard building setback. The building is setback approximately 86 feet from the front property line. The proposed development meets all setback requirements.

Development Standards. The applicant is proposing to develop the site for an events venue. Building 1, the main venue, is proposed to be a two-story, approximately 7,000 square foot events venue that will include an approximately 2,600 square foot covered patio area. The proposed building height of 35-feet meets the maximum height limit of the PUD-C zoning district. The exterior wall materials will be required to meet the masonry materials standards as permitted by the Land Development Code.

Building 2 is a proposed one-story, 1,500 square foot building that will accommodate approximately 60 guests.

Variance: A portion of the pavement surrounding the proposed fountain is located outside of the property line within city right-of-way.

Building Design Standards. The applicant has submitted conceptual renderings of the proposed buildings (attached). The proposed buildings will be required to comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code

Access. The applicant is proposing access from Acuff Lane. Acuff Lane is classified as a local street. The applicant has provided a Fire Lane connection that will stub-out at the eastern most property line. The connection will be extended at the time the property to the east is developed.

Regarding mutual access easements, the Land Development Code requires that new developments deriving access from collector or arterial streets provide mutual access easements at the time of platting with the goal of reducing the number of driveway cuts and potential traffic accidents on adjacent streets. Although Acuff Lane is not classified as a collector or arterial street on the Master Thoroughfare Plan, the Fire Department requests a mutual access easement on the east and west side of the property. When the properties around the venue are developed the connections will relieve congestion allowing continuous unobstructed access at all times. Additionally this will allow occupants to enter and exit the property without causing congestion. Finally if the venue is ever moved this will establish continuity of the fire lanes and access regardless of occupancy.

The requirement has been added to the proposed ordinance.

Parking. The site plan provides 77 permanent parking stalls with 10 temporary parking spaces. The Land Development Code does not specifically list events venue as a use, however it is similar use is Wedding Chapels. Per the Land Development Code, parking standards for Wedding Chapels are determined by the PUD-C ordinance. Based on the applicant's proposed occupancy of all buildings (260 persons), 87 parking stalls equates to one space per three occupants.

The applicant is permitted to use the area within the future Fire Lane stub-out for parking. Once the adjacent property is developed and the Fire Lane is extended, the subject property will lose approximately 10 parking stalls. The total parking spaces on-site will be approximately 77 stalls.

Perimeter Fencing. The applicant proposes an 8-foot tall masonry fence adjacent to the existing single family zoning and uses.

Garbage Container Screening. The Land Development Code requires all garbage container enclosures and containers to be located behind all required building setbacks. The location of the proposed garbage container is in compliance with the Land Development Code.

Landscaping. The proposed attached landscape plan exceeds the minimum standards required by the Land Development Code. Twenty percent of the total site must be a landscape area. The landscape plan illustrates that 40% of the total area will be landscaped. Fifty percent of the total landscape area must be within the street yard. The applicant has provided 38% of the total landscape area within the street yard.

The Land Development Code requires a minimum 20 foot wide green belt adjacent to residential districts. The development provides a 25-foot wide green belt buffer.

The Land Development Code requires that shrubs be planted on-site for each five (5) linear feet of public street rights-of-way located adjacent to the property. The applicant

meets the required 35 shrubs.

Variance: The applicant is seeking a variance to provide 38% of the total landscape area within the street yard. The Land Development Code requires that fifty percent of the total landscape area must be within the street yard. Note, the Landscape Plan does not illustrate the future Fire Lane stub-out to the eastern property.

Open Space. For all non-residential uses, open space land, comprising not less than twenty percent (20%) of the non-residential area, shall be provided. The landscape plan has exceeded this requirement. The property owner will be responsible for the ownership and maintenance of the open space.

Encroachment into Right-of-Way. The Land Development Code states that no building permit shall be issued for any structure that encroaches into public right-of-way, unless an easement encroachment and joint use agreement has been approved by the City Council. A portion of the pavement surrounding the proposed fountain extends approximately 10-feet beyond the property line and encroaches into city right-of-way.

Variance: A portion of the pavement surrounding the proposed fountain extends approximately 10-feet beyond the property line and encroaches into city right-of-way.

Alcohol Sales SUP. The applicant has submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for on-premise alcohol consumption.

The Colleyville City Code of Ordinances requires businesses that serve alcoholic beverages to be located at least 300 feet away from a church, school or public hospital. The distance is measured from property line to property line for schools and from front door to front door along the street front property lines for churches and hospitals. The property is in compliance with this requirement.

Staff recommends that whenever any alcoholic beverages are served and/or are present on the premises, an off-duty police officer be present on the subject property during the duration of the event. This has been added to the proposed ordinance.

Sidewalks. A minimum four foot wide sidewalk is required along Acuff Lane when new structures are built on the property.

Traffic Generation. Per the Institute of Transportation Engineers 6th Edition Trip Generation manual, wedding chapel uses generate an average rate of 232 trips per on Sundays.

Preliminary Drainage Analysis. The applicant has submitted a Preliminary Drainage Analysis prepared in accordance with drainage analysis requirements of the Land Development Code. The analysis has been reviewed and accepted by the Public Works

Department.

Surrounding Properties. The properties to the north are zoned CC-3 Highway Commercial and R-20 Single Family. The property zoned CC-3 is an existing single family residence; the property zoned R-20 is an existing single family residence. The property to the east is zoned R-20 Single Family and is an existing single family home. The properties to the south are zoned R-20 and developed as single family residential homes. The properties to the west are zoned CC-3 and PUD-C. The property zoned CC-3 is an existing single family residence and the property zoned PUD-C is undeveloped.

Variance Requests. The applicant is seeking the following three variance requests from the Land Development Code:

1. The applicant is seeking a variance to provide 38% of the total landscape area within the street yard. The Land Development Code requires that fifty percent of the total landscape area must be within the street yard.
2. A portion of the pavement surrounding the proposed fountain extends approximately 10-feet beyond the property line and encroaches into city right-of-way.

Public Notification. Staff mailed notices to 48 property owners within 200 feet of this rezoning request and all homeowner's associations within 500 feet. All school districts within the City of Colleyville were notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received two letters and five emails in opposition to the rezoning request. Ten speaker cards in opposition to the request were submitted at the June 23, 2014 Planning and Zoning Commission meeting. Five of the property owners are within 200 feet of the subject property.

Written Opposition. State laws and the Land Development Code both state that if written objections are received from twenty percent (20%) of the area of the adjacent property owners extending two-hundred feet (200') from the subject property, then a three-fourth ($\frac{3}{4}$) vote (super majority is 6 out of 7) is required by City Council for approval of this planned development zoning change request. Upon review of the submitted responses from the public, city staff has calculated that the submitted written opposition counts as approximately 20.67% of the total 200-foot buffer area. This planned development zoning change will require a three-fourth ($\frac{3}{4}$) super-majority vote by City Council for approval. A map is enclosed with this packet illustrating the 200-foot buffer surrounding the subject property and the location of the property owners within two-hundred feet (200') that have responded to this planned development zoning change request.

Planning and Zoning Recommendation. The Planning and Zoning Commission recommended approval of this request at the June 23, 2014 meeting by a vote of 4-2,

subject to the following conditions:

1. All outdoor operations shall cease no later than 9:00 p.m.
2. The main entrance from Acuff Lane shall be redesigned based on the recommendations of the Fire Marshal in order to maximize emergency access.
3. The applicant shall perform a preliminary drainage analysis of the larger area with any potential area drainage issues and impacts from the proposed development identified.

The ordinance has been revised to include "All outdoor operations shall cease no later than 9:00 p.m." to clarify that the duration of outdoor activities.

Summary. The applicant is requesting to rezone 2.5 acres located at 125 Acuff Lane from CN-Neighborhood Commercial district to the PUD-C Planned Unit Development Commercial district in order to develop an events venue. The rezoning request is consistent with the Colleyville Master Plan, adopted in 2004, which designates the subject property for future Retail uses. The proposed SUP would authorize the sale of alcoholic beverages for on-premise consumption.

The submitted written opposition counts as approximately 20.67% of the total 200-foot buffer area. This planned development zoning change will require a three-fourth ($\frac{3}{4}$) super-majority vote by City Council for approval.

Financial Impact

There is no financial impact to the city.

Recommendation

Staff recommends approval of the rezoning request with the following conditions:

1. The following uses shall be permitted: weddings, business, conference, birthday, graduation, anniversary, or other special receptions, or party events.
2. The development shall be permitted to provide 38% of the total landscape area within the street yard.
3. A portion of the pavement surrounding the proposed fountain extends approximately 10-feet beyond the property line and encroaches into city right-of-way. Prior to issuance of a building permit, approval by the Director of Public Works of a Right-of-way Permit is required for any building encroachments. All maintenance and ownership of the improvements shall be the responsibility of the property owner.
4. All new buildings must comply with the provisions of Chapter 6-Commercial Building

Design in the Land Development Code.

5. Hours of operation shall be: Sunday through Thursday, 9:00 a.m. to 9:00 p.m.; and Friday through Saturday 9:00 a.m. to 11:30 p.m.

6. All outdoor operations shall cease no later than 9:00 p.m.

7. A mutual access easement shall be shown on future plats to permit shared access within the fire lane as shown on the site plan.

8. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with the special events venue only.

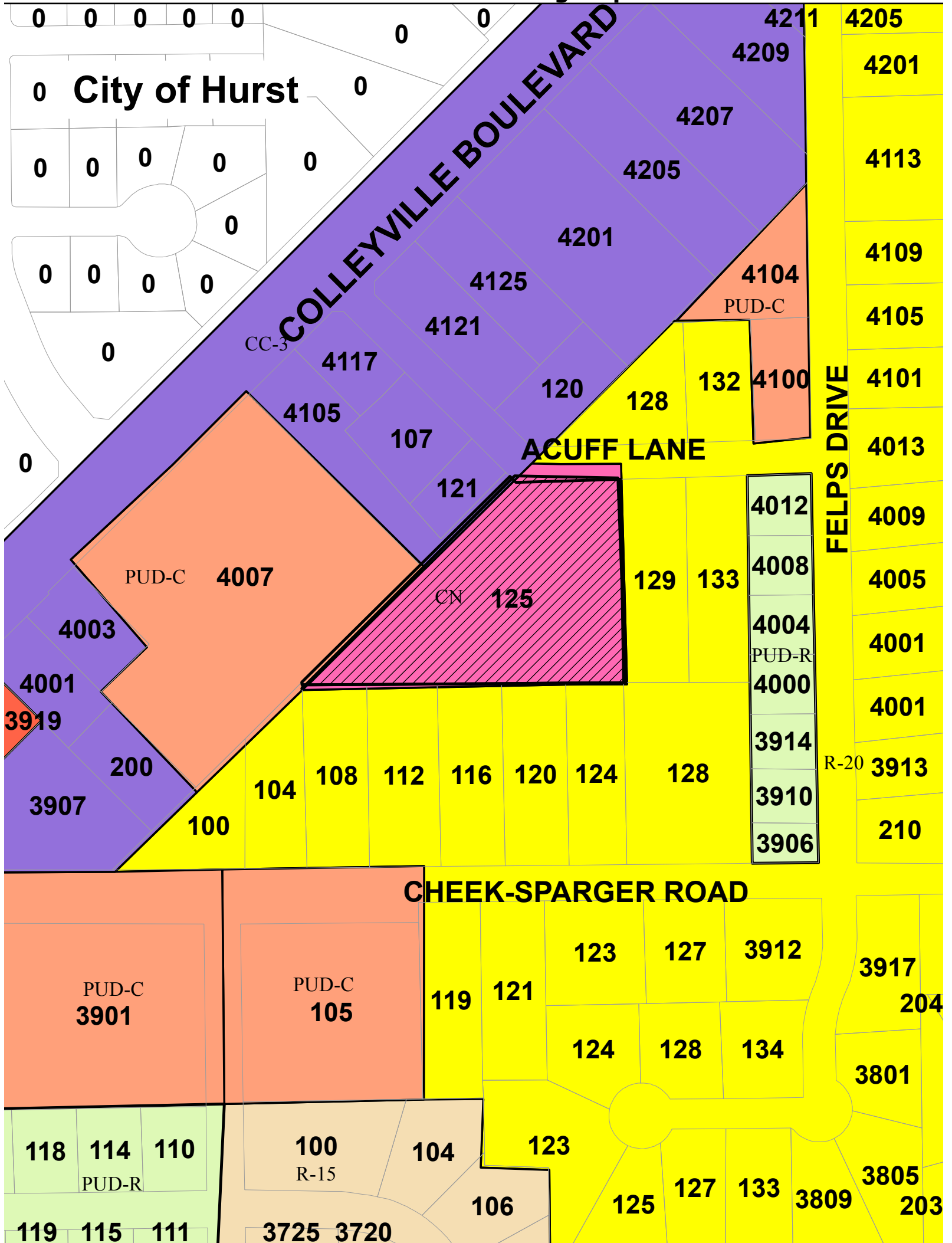
9. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy

10. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this ordinance.

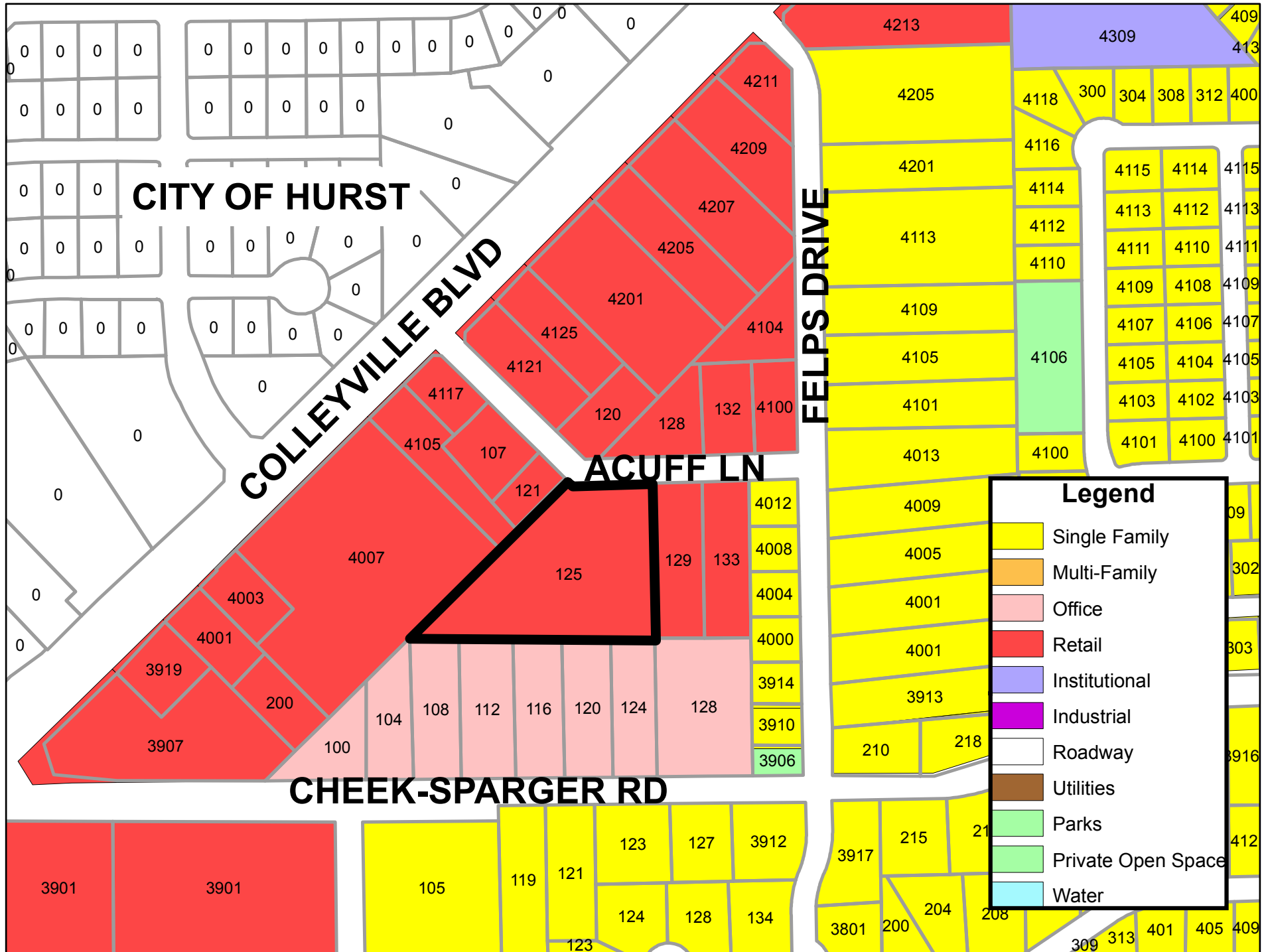
Attachments

1. Location and Zoning Map
2. Future Land Use Map
3. Aerial
4. Conceptual Site Plan
5. Conceptual Landscape Plan
6. Conceptual Building Exterior
7. Correspondence from Applicant
8. Opposition Map
9. Letters of Opposition
10. Speaker Card from June 23, 2014 - Support
11. Notification List
12. Preliminary Drainage Plan
13. Ordinance O-14-1922

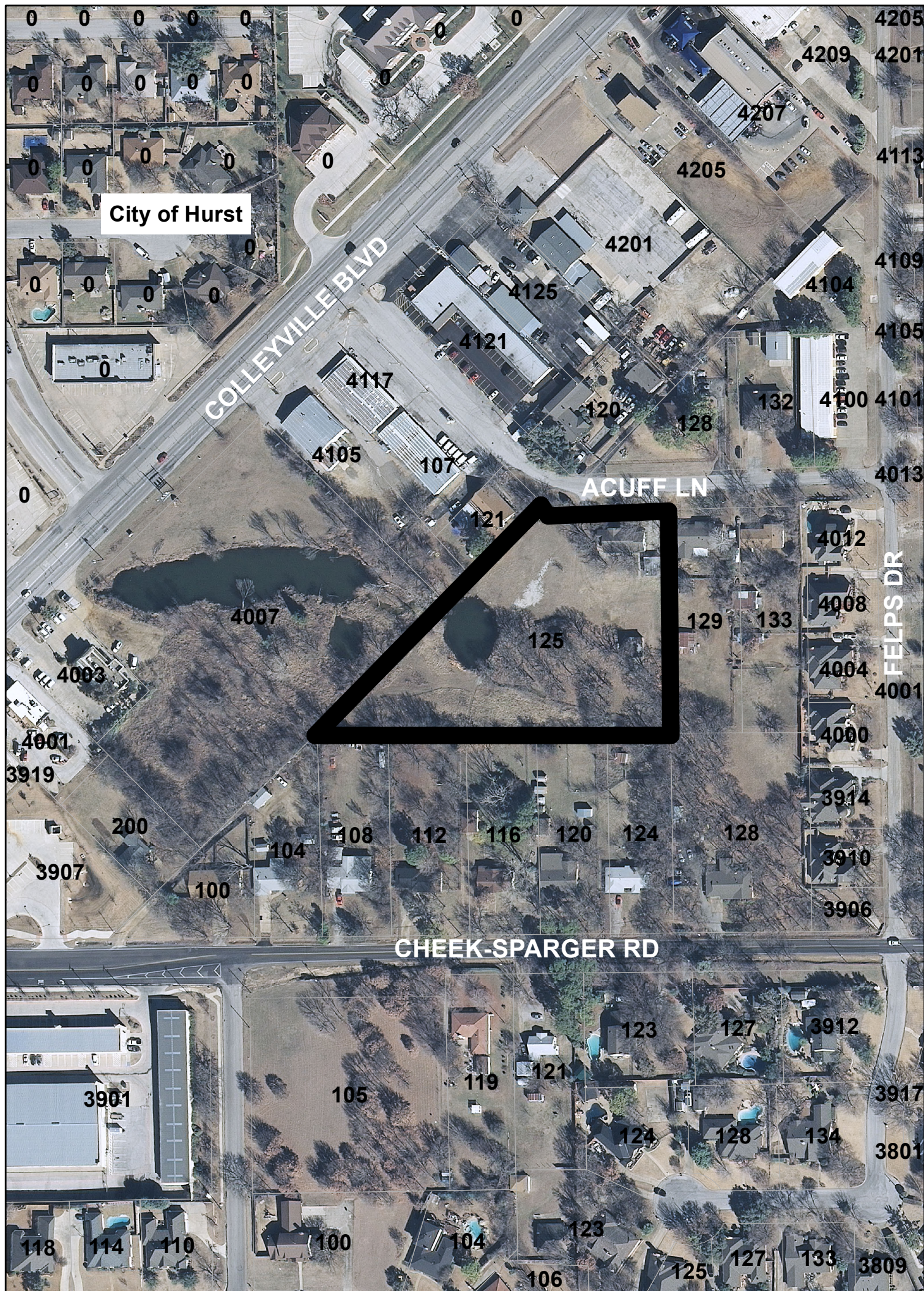
Location and Zoning Map



Future Land Use



Aerial



Conceptual Site Plan

ENGINEER



TEXAS REGISTRATION #14199
1105 CHEEK SPARGER RD
SUITE #1
COLLEEVILLE, TX 76034
PH. 817.281.0572
FAX 817.281.0574
CONTACT: MATT MOORE, PE
EMAIL: MATT@CLAYMOOREENG.COM

ARCHITECT

WARD ARCHITECTURE, PLLC
609 CHEEK SPARGER, SUITE 118
COLLEEVILLE, TX 76034
TEL: (817) 281-5600
CONTACT: GERALD WARD

SURVEYOR

MILLER SURVEYING, INC.
430 MID CITIES BLVD.
HURST, TX 76054
TEL: (817) 577-1052
CONTACT: JASON RAWLINGS

DEVELOPER

ENCHANTED REAL ESTATE
MANAGEMENT, LLC.
7925 SHADY OAKS
N. RICHLAND HILLS
TEL: (214) 415-9919
CONTACT: DON & CYNTHIA HENNING



121 ACUFF LN
ACUFF LANE COMMERCIAL PROP LLC
LOT 29, BLOCK 1
FELPS, ANDY ADDITION
INSTRUMENT: D212128514
ZONING: CC-3
USE: A1 SINGLE FAMILY

4105 COLLEEVILLE BLVD
ACUFF LANE COMMERCIAL PROP LLC
LOT 29, BLOCK 1
FELPS, ANDY ADDITION
INSTRUMENT: D212128514
ZONING: CC-3
USE: F1 COMMERCIAL

4007 COLLEEVILLE BLVD
HAYWORTH, WARD
LOT 1A, BLOCK 1
THIN LAKES PLAZA ADDITION
INSTRUMENT: D212146429
ZONING: PUD-C
USE: C2 COMMERCIAL, VACANT

125 ACUFF LN
BYERLY, MIMI & JEFFREY S
LOTS 108 & 109, BLOCK 1
FELPS, ANDY ADDITION
INSTRUMENT: D212128514
ZONING: CN
USE: A1 SINGLE FAMILY

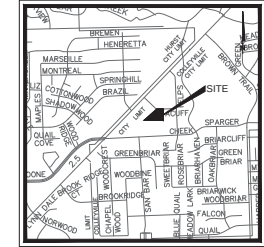
108 CHEEK SPARGER RD
HARRIS, D KEITH
LOT 22, BLOCK 1
FELPS, ANDY ADDITION
INSTRUMENT: D212128584
ZONING: R-20
USE: A1 SINGLE FAMILY

112 CHEEK SPARGER RD
CHATSWORTH ENTERPRISES LLC
LOT 21, BLOCK 1
FELPS, ANDY ADDITION
INSTRUMENT: D212128584
ZONING: R-20
USE: A1 SINGLE FAMILY

116 CHEEK SPARGER RD
CHATSWORTH ENTERPRISES LLC
LOT 20, BLOCK 1
FELPS, ANDY ADDITION
INSTRUMENT: D212128514
ZONING: R-20
USE: A1 SINGLE FAMILY

128 ACUFF LN
CROMBIE, PHILLIP ETUX KYMBERLE
LOT 11, BLOCK 2
FELPS, ANDY ADDITION
VOL: D212128514
ZONING: R-20
USE: A1 SINGLE FAMILY

124 CHEEK SPARGER RD
BURNS, EDWARDS H
LOT 19, BLOCK 1
FELPS, ANDY ADDITION
INSTRUMENT: D212128514
ZONING: R-20
USE: A1 SINGLE FAMILY



VICINITY MAP
N.T.S.
MAPSCO #S: 39T & 39U

LEGEND	
	HEAVY DUTY CONCRETE PAVEMENT
	STANDARD DUTY CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	PROPOSED CONCRETE CURB AND GUTTER
	FULL DEPTH SAWCUT - CONNECT TO EX. PAVEMENT
	PROPOSED FIRE LANE
	DECORATIVE POLE LIGHT

PARKING CALCULATIONS	
1 SPACE REQUIRED PER 3 OCCUPANTS (TOTAL OF 285 OCCUPANTS)	87 SPACES
PARKING PROVIDED:	87 (4.80A) SPACES

- NOTES:
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM CN TO PUD-C.

DRAINAGE NOTE:
FURTHER DRAINAGE ANALYSIS WILL BE PERFORMED DURING THE PERMITTING PHASE OF THE PROJECT. DOWNSTREAM ANALYSIS WILL BE PERFORMED AND DETENTION WILL BE PROVIDED IF DEEMED NECESSARY.

FLOODPLAIN NOTE
BASED ON SCALING THE SURVEYED LOT SHOWN HEREON ONTO THE FEMA FLOOD INSURANCE RATE MAP NO. 48493C020K (REV. 9-25-09). SAID LOT LIES WITHIN FEMA ZONE 4 AND DOES NOT LIE WITHIN THE FEMA DESIGNATED 100-YEAR FLOOD PLAIN. MILLER SURVEYING, INC. MAKES NO STATEMENT AS TO THE UNLIKELIHOOD OF THE ACTUAL FLOODING OF SAID SURVEYED LOT.

SITE DATA SUMMARY													
LOT	BLOCK	ADDITION	LOT AREA (ACRES)	LOT AREA (SF)	EXISTING ZONING	PROPOSED ZONING	EXISTING USE	PROPOSED USE	BUILDING AREA	BUILDING HEIGHT	LOT COVERAGE	FLOOR / AREA RATIO	IMPERVIOUS AREA
1	BLOCK 1	FELPS, ANDY ADDITION	2.54 ACRES	110,496 SF	CN	PUD-C	UNIMPROVED	EVENT CENTER	35,445 SF	35' - 0" (2 STORY)	9.45 %	1:10	58,091 SF
													52.36 %
													52,365 SF
													47.4 %

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engine: CLAY MOORE
PE #109800, exp. 1/13/2014

ENCHANTED VENUE
EVENT CENTER
COLLEEVILLE, TX

PUD-ZONING SITE PLAN

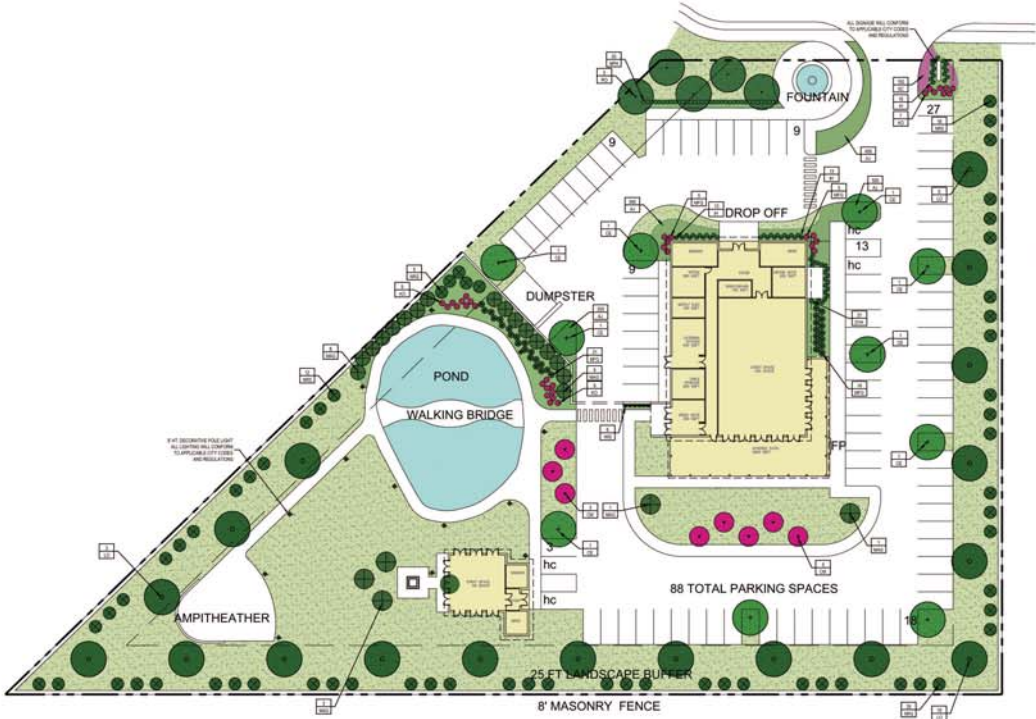
DESIGN	MB
DRAWN	MB
CHECKED	CL
DATE	6/23/2014

SHEET
Z-1

FIG. NO. 2014-009

PLOTTED BY: CLAY MOORE 2:38 PM
C:\MSD\CLAYMOORE\2014\009\WARD ACUFF SITE PLAN\DWG\ZONING SITE PLAN.DWG
DWG NAME: Z-1 PUD-ZONING SITE PLAN
PLOT DATE: 6/23/2014
PLOT TIME: 2:38 PM
PLOT BY: CLAY MOORE

Conceptual Landscape Plan



PLANT LIST				
TREES				
TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	Cedar Elm	Ulmus crassifolia	3 cal.	B&B, 12 ft. 5' spread min. 5' clear trunk container, 3-5 trunks, tree form, 4' spread
CM	Crape Myrtle	Lagerströmia indica	8' ft.	
L.O.	Lila Oak	Quercus virginiana	7' cal.	
MAQ	Little Gem Magnolia	Magnolia grandiflora 'Little Gem'	6' ft.	
RO	Red Oak	Quercus shumardii	7' cal.	container grown, 7' spread, full to bush
SHRUBS				
TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYN	Dwarf Yucca Holly	Ilex verticillata 'nana'	3 gal.	container, full plant, 24" o.s.
IR	Indian Hawthorne 'Claret'	Rachytocoma indica 'Claret'	3 gal.	container, full plant, 24" o.s.
KO	Double Knockout Rose	Rosa sp. 'Double Knockout'	3 gal.	container, full plant
MPG	Mexican Feathergrass	Asclepias tuberosa	3 gal.	container, full plant
NPH	Neonspire Holly	Ilex cornuta 'neonspire'	5 gal.	container, 24" ft., 20" spread, 24" o.s.
NPS	Nella R. Stevens Holly	Ilex sp. 'Nella R. Stevens'	4' ft.	container, full to bush, 7' spread
WIS	Witchhazel	Witchhazel	7 gal.	container, tree to bush
GROUNDCOVERS				
TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
AJ	Asian Jasmine	Trachelium asiaticum	4" pots	containers, (2) 12" runners min. 12" o.s.
SC	Seaside Cedar	Common Broomrape	4" pots	selection by owner, 24" o.s. solid soil, refer to notes

NOTE: Plant list is an aid to bidding only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be masting within varieties.



- LANDSCAPE NOTES**
- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
 - Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
 - Contractor is responsible for obtaining all required landscape and irrigation permits.
 - Contractor to provide a minimum 2% slope away from all structures.
 - All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
 - All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
 - All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

- MAINTENANCE NOTES**
- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
 - All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, weeding, watering and other such activities common to landscape maintenance.
 - All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of the plan.
 - All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
 - All plant material which dies shall be replaced with plant material of equal or better value.
 - Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

- GENERAL LAWN NOTES**
- Final grade areas to achieve final contours indicated on site plan.
 - Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding of top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
 - All lawn areas to receive solid sod and be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
 - Imported topsoil shall be natural, loam and from the region, known as: bottom and all, free from lumps, clay, bark, subsoil, roots, debris, vegetation, stones, containing no salt and not broken to brown in color.
 - All lawn areas to be fine grade, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
 - All areas 30" diameter and larger, 80% solids, suitable for use, etc. shall be removed prior to placing topsoil and any lawn installation.
 - Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

- SOLID SOD NOTES**
- Final grade areas to achieve final contours indicated. Lawn areas to receive topsoil 2" below final desired grade in planting areas and 1" below final grade in turf areas.
 - Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding of top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
 - All lawn areas to receive solid sod and be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
 - Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
 - Plant and by hand to cover indicated areas completely. Inverse edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
 - Roll green areas to achieve a smooth, even surface, free from unrolled voids.
 - Water and thoroughly as and operation progresses.
 - Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, clearing and replacing dead or bare areas in lawn plants in a vigorous, healthy condition.
 - Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from final supply if necessary.
 - If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (10) pounds per one thousand (1000) square feet.

PROGRESS SET - FOR REVIEW ONLY
06.12.14
These documents are NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.
They were prepared by, or under the supervision of:
Chris M. Thompson, T.L. Lic. #2042
SMB Landscape Architects, Inc.
1706 N. Galle Street
Dallas, Texas 75207
Tel: 214.671.0800
Fax: 214.671.0500
Email: sm@smi.com

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Fax: 214.671.0500
Email: sm@smi.com



WARD ARCHITECTURE PLLC
408 CHEER SPANGLER ROAD SUITE 118
COLLEYVILLE, TEXAS 76034

ENCHANTED VENUE
EVENT CENTER
125 ACUFF LANE
COLLEYVILLE, TEXAS 76034

Issued: CITY SUBMITTAL 6/12/2014

Draw Title

LANDSCAPE PLAN

L.1

Sheet Number

Conceptual Building Design



Correspondence from Applicant

From: Ron Ruthven
Sent: Thursday, July 03, 2014 6:24 AM
To: don hennig
Cc: Cynthia; Chris Fuller; Robert Mckeown; Marty Wieder
Subject: RE: ZC14-010 PUDC & SUP for Alcohol - 125 Acuff

Thank you Mr. Hennig.

Your request and comments below will be incorporated into the staff briefing and analysis regarding your case. We will forward to you a copy of the final briefing prior to the July 15th City Council meeting.

Please let me know if you have any other questions or comments.

Ron Ruthven, AICP, Director
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
(817)503-1052
fax (817)503-1059



www.colleyville.com

We value your opinion. Please take a moment to take our survey, [click here](#)

From: don hennig
Sent: Wednesday, July 2, 2014 2:34 PM
To: Ron Ruthven
Cc: Cynthia
Subject: FW: ZC14-010 PUDC & SUP for Alcohol - 125 Acuff

Ron,

I want you to review our situation below and see how the Land development code does not fit a destination business such as a Venue like Enchanted Venue and allow us a variance .

You are familiar with the Venue business having DJed weddings for many of them. It is a destination business that does not benefit from mutual and cross access by the public. This business will as you know have majority of its activity Friday - Sunday. Having cross access will cause a safety hazard as 87 cars enter and exit the property and we do not want cars coming in from 3 different points causing accidents. We believe Jerry developed a safe traffic and parking plan originally but we are willing to remove the fountain in front and work with a alternate entrance proposal that will satisfy fire code as discussed in the P&Z meeting and restated in your followup letter to Jerry and me.

Correspondence from Applicant

There are establishments on Hwy 26 that have grease traps with higher probability of fire that have one entrance so to require us to have this many accesses is really unfair when we do not have cooking onsite and all food is catered.

We will have a \$2,000,000 property that will reap property tax revenue for the city higher than all of the property on Acuff. In addition we will be generating 1.5-2 million in sales and be paying additional sales tax .

A big portion of this business revenue is coming from people outside of Colleyville. I think this is a ideal business for the city and fits city leaders desire for new tax revenue without taxing residential property taxes and as a bonus the business will be capturing revenue from outside of Colleyville.

We need to be able to operate our business in a manner that is safe and secure for our clients to have the city realize these revenues and for us to be a profitable venture.

This is a area having a problem getting started for redevelopment due to current residential and commercial structures. It is not the most desirable area to develop but with our business model we are willing to take a chance that in the future things will change and that the condition of the area will not be a negative for brides having their wedding at our property.

We also have AA meetings down the street and the current residence has had vandalism so you have to agree the area is not the most desirable needs to be improved.

We have also agreed to change our hrs for the noise ordinance to accommodate the residents even though the neighbors can still continue their activities until 10:30 while we stop at 9.

Cynthia and I are investing a large portion of our life savings in this property and taking a lifetime risk and have serious concerns about what this access proposal will do to the success of our business and the level of risk and liability we have with this traffic path thru our property.

- *We have financing approved , we have a consultant who has developed our business plan, and staff ready to begin work but we are reconsidering if this is the right property to develop based on the access requirements of the site. **We have invested a considerable amount of money to get to this point but we are prepared to walk away if we cannot get comfortable with a win win solution for us.***

Our request is that you accept a variance on this proposal that reflects the direction in the P&Z meeting of widening the entrance to better accommodate the fire truck entrance and eliminate the requirement to have 2 additional adjoining cross entrances.

Correspondence from Applicant

Your response is appreciated.

Regards,

Don

214.415.9919



**Response to Planning and Zoning Comments
Enchanted Venue
125 Acuff
Block 1 Lots 10R and 11R Felps, Andy Addition**

Enchanted Real Estate Management, LLC is in receipt of the email dated June 24, 2014 from Chris Fuller, Interim Planning and Development Coordinator for Colleyville outlining the P&Z Commission recommended approval subject to three conditions. We have reviewed these conditions and addressed as noted below,

1. All outdoor operations shall cease no later than 9:00pm.
Per meeting discussions and our understanding we have revised our hours of operations per the attached exhibit to comply with this request.
2. The main entrance from Acuff Lane shall be redesigned based on the recommendations of the Fire Marshal in order to maximize emergency access.
We have discussed this matter with the Fire Marshal and Planning Director. As requested we are proposing to meet all Development code requirements for the entry and the fire lane. We are also providing for a future fire lane extension to the adjacent property to the east currently zoned commercial to be built when that property is developed. See exhibit.
3. The applicant shall perform a preliminary drainage analysis of the larger area with any potential area drainage issues and impacts from the proposed development identified.
A drainage site map was provided for the preliminary drainage analysis. In review and agreement of this issue with the City of Colleyville Project Engineer, we are adding our recommendation for detention as required on our site plan exhibit should it be required by the final drainage analysis to be performed during the documentation phase.

Gerald Ward AIA
Ward Architecture PLLC

Jerry ,

In response to clarification of hours of operation for Enchanted Venue at 125 Acuff per the Zoning Committee Meeting this week the following is my understanding.

The hours of operation will be:

Sunday – Thursday 9AM -9 PM

Friday – Saturday – 9AM- 11:30 PM

During the weekend hours of operation we shall follow the city ordinance in regard to noise restrictions Friday – Saturday.

The weekday hours of operation will be an exception to the noise ordinance and outside activity will cease at 9PM.

If we need further clarification please let me know.

Regards,

Don Hennig

June 12, 2014

Dear Chris,

I have included a table as requested in regard to question 2 of your letter dated June 10, 2014. This project will have 2 buildings. Building 1 will have 7000 sq Ft. air conditioned space and building 2 will have 1500 sq. ft. of air conditioned space. Total sq. ft. of building space on site will be 8500 sq. ft.

The sales per year will be \$1,300,000 annually. The estimated ad valorum taxes will be \$ 10,000 annually.

ITEM	
Bldg.	1 - 7000 sq. ft.
Bldg.	2 - 1500 sq. ft.
Annual Sales	\$ 1,300,000
Estimated Sales per Sq. Ft	\$ 153.00
Estimated Annual Ad Valorum Taxes	\$10,000

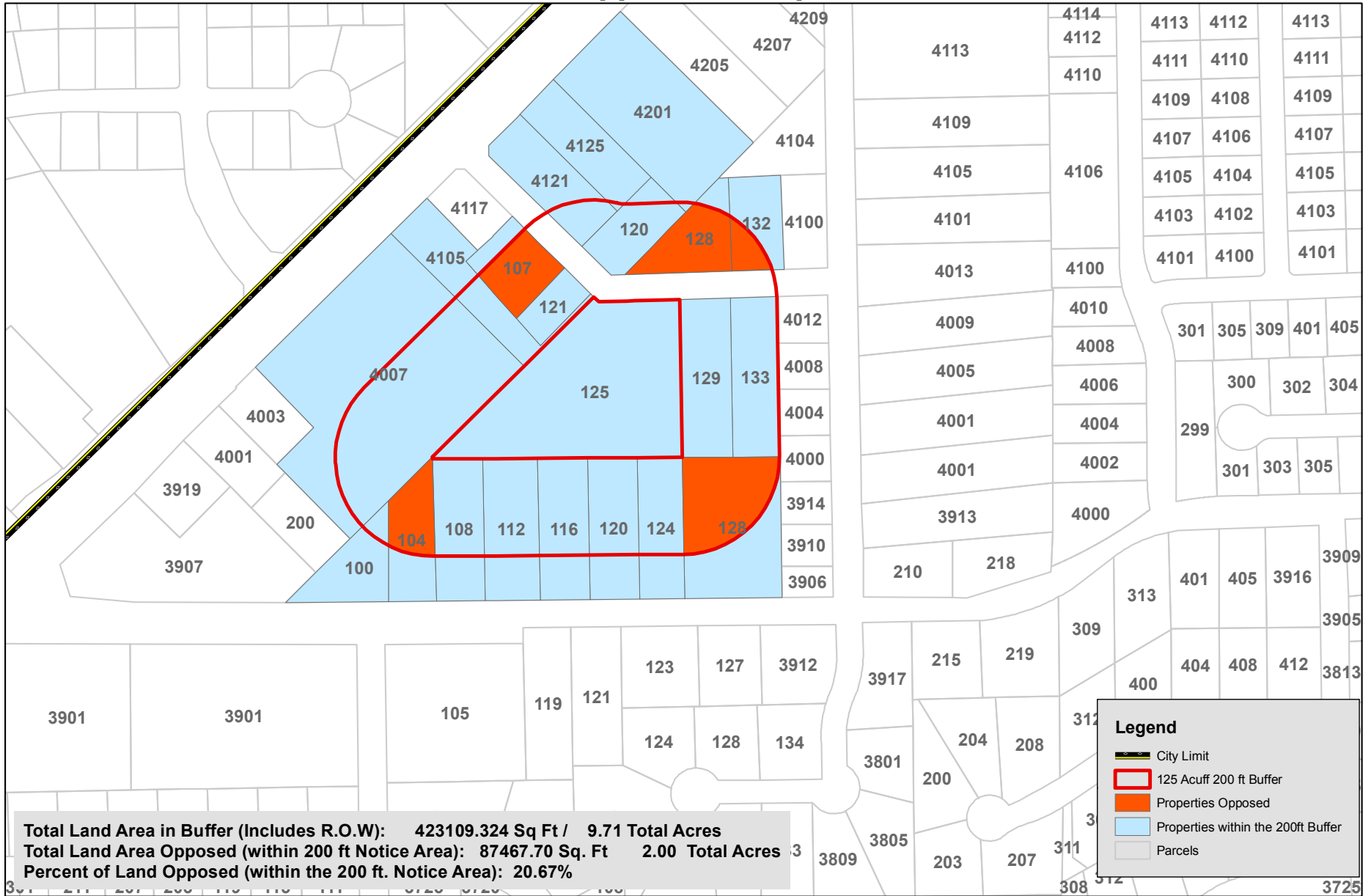
Best regards,

Don Hennig

donhennig@hotmail.com

214.415.9919

Opposition Map

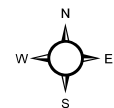


Updated 7/3/14

125 Acuff Planned Development Zoning Change



0 62.5 125 250 375 500 Feet



Letters of Oppositon

Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas 76034

RE: zoning case number: ZC14-010 & ZC 14-011
125 Acuff Lane, Colleyville

I would like to voice my concern on the proposed planned unit development for 125 Acuff Lane.
My home is located at 132 Acuff Lane.

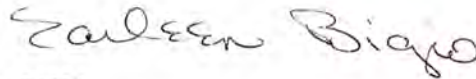
1. The first concern would be the amount of parking spaces for planned venue. 88 parking spaces does not seem sufficient for a venue that will accommodate 200 people. Even if you have two people to a car there will be a overflow of 12 cars that will need somewhere to park. Acuff Lane is a small rural type road with no curbs, excess parking would be along this road where the cars would be parked in the street. If this was to happen with cars parked on both sides of the road it leaves very little room for the flow of traffic, which would be all those cars entering and leaving on Acuff. Because of no curbs its easy for cars to park on the edge of our yards in the grass or worse in front of our driveways. This would not be acceptable. Attached are two photos taken in front of my home facing west. The cars parked are from a business at the far west end of Acuff Lane. I apologize for the poor quality of the photo, but you can see how the cars park half way on the grass and half in the street. One photo shows a truck driving down the road, there is barely room for the truck much less two cars passing.
2. My second concern is the about of noise that will be in our neighborhood during evenings and weekends when we are home. Unlike a neighborhood commercial development where there are offices that people work weekdays and go home evening and weekends, this venue will be busy during our time at home. I don't believe anyone would want loud music, cars coming and going, people talking having a "party of a time" in front of their homes on a weekly basis most often till after midnight.

I am very concerned about the use of alcohol at this venue. People who may have had too much too drink, as is typical of a wedding reception, should not be driving. Having this in front of my home on a weekly and/or nightly basis does not make for a safe neighborhood.

I understand the the Andy Felps Addition area is a very unique area of Colleyville. My home has commercial property on two sides. I am not objecting to a commercial project that would improve the property, as an abandoned home now sits there. But I do not think this project would enhance our unique area, it would only bring more problems.

I would prefer that the zoning be kept Neighborhood Commercial at this time until a better more neighborhood friendly project can be development. Thank you for considering my opinion and concern for this project and hope you can make the best decision for the City of Colleyville.

Earleen Bigio
132 Acuff Lane
Colleyville, Texas 76034
817 538 4431



Letters of Opposition



Letters of Opposition



Letters of Opposition



Letters of Opposition

Date: 6/23/14 **SPEAKER CARD**

☐ I will speak In Support of this item.
☒ I will speak In Opposition to this item.
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C
Name: STEIN BAUGHMAN
Address: 3914 FELPS DR
City: CVILLE State: TX Zip Code: 76084
Telephone Number: 214-585362 Representing: _____
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Alex Baughman
This information is a Public Record.

Date: 6/23/14 **SPEAKER CARD**

☐ I will speak In Support of this item.
☒ I will speak In Opposition to this item.
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C
Name: Michael Hinkle-Morrison
Address: 4012 FELPS DRIVE
City: COLLEGEVILLE State: TX Zip Code: 76034
Telephone Number: 817-421-2246 Representing: _____
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [Signature]
This information is a Public Record.

Letters of Opposition

Date: JUNE 23, 2014

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C

Name: Phil Crombie

Address: 128 Acuff Lane

City: Colleyville State: TX Zip Code: 76034

Telephone Number: 214-394-3919 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Phil Crombie

This information is a Public Record.

Date: 6/23/14

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item. represented as Sharon

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C

Name: Joe Moore

Address: 133 Acuff Lane

City: Colleyville State: TX Zip Code: 76034

Telephone Number: 817-999-4108 Representing: self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Joe Moore

This information is a Public Record.

Letters of Opposition

Date: <u>6-23-14</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>4C</u>	
Name: <u>D G Howell</u>	
Address: <u>104 Cheek Spanger</u>	
City: <u>Colleyville</u> State: <u>TX</u> Zip Code: <u>76024</u>	
Telephone Number: <u>817 788 5493</u> Representing: _____ (organization/self)	
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>D G Howell</u> This information is a Public Record.	

Date: <u>June 23</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>4-C</u>	
Name: <u>Jim French</u>	
Address: <u>Po Box 550 Tiosa</u>	
City: <u>Tiosa</u> State: <u>TX</u> Zip Code: <u>76271</u>	
Telephone Number: <u>940 390 6775</u> Representing: <u>SELF</u> (organization/self)	
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Jim French</u> This information is a Public Record.	

Letters of Opposition

Date: June 23, 2014 P

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☒ opposition

Agenda Item Number: 4C

Name: Patricia Bayh

Address: 3914 Felps Dr

City: Colleyville State: TX Zip Code: 76037

Telephone Number: 817 917 0240 Representing: (organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: _____

This information is a Public Record.

Date: 6-23-2014

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C

Name: Keith Estes

Address: 3910 Felps Drive

City: Colleyville State: TX Zip Code: 76034

Telephone Number: 817 849 8840 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: _____

This information is a Public Record.

Letters of Opposition

Date: 6/23/14 **SPEAKER CARD**

☒ I will speak **In Support** of this item.
☒ I will speak **In Opposition** to this item.
☒ I do not wish to speak, but please record my: ☐ support ☒ opposition

Agenda Item Number: 4C
Name: SYED FATEH HYDER
Address: 4008 FELPS DR
City: COLLEYVILLE State: TX Zip Code: 76034
Telephone Number: 832-677-9656 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [Signature] This information is a Public Record.

Date: 6/23/14 **SPEAKER CARD**

☐ I will speak **In Support** of this item.
☐ I will speak **In Opposition** to this item.
☒ I do not wish to speak, but please record my: ☐ support ☒ opposition

Agenda Item Number: 4C
Name: Tommy & Cindy McDowell/McDowell
Address: 128 Cheek Sparger
City: Colleyville State: TX Zip Code: 76034
Telephone Number: 817-581-7372 Representing: [Signature]
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Tommy McDowell Cindy McDowell
This information is a Public Record.

Letters of Oppositon

Taci Wrisley

From: Steve Knight
Sent: Wednesday, June 25, 2014 10:59 AM
To: Taci Wrisley
Cc: Steve Knight;
Subject: Zoning Case # ZC14-010 & ZC14-011 Enchanted Venue Event Center

Ms. Wrisley:

We own and reside in a residential home in close proximity to the property involved in the above captioned proposed zoning requests. We are writing to express our concerns and objections to the above captioned rezoning proposals on the following grounds:

#1) The special use permit request for on-premises consumption of alcoholic beverages is hugely disturbing. This type of use is, in our opinion, completely inappropriate for a property which so closely borders numerous private residences.

#2) The proposed use as an entertainment venue causes us concern for the resulting increased traffic flow on small roads in close proximity to private residences. Combined with the proposed alcohol consumption, this is a disaster waiting to happen.

#3) The proposed land use as an event venue appears questionable in light of an identical City owned venue (Colleyville Convention Center) which currently is not fully utilized.

Thank You for your time.

Steven C Knight
Wanda E Knight
3917 Felps Court
Colleyville, TX 76034

Email:
Email:
Phone: (817) 320-8372

Letters of Oppositon

Taci Wrisley

From: Amy Shelley
Sent: Monday, June 30, 2014 9:52 AM
To: Taci Wrisley; Chris Fuller; Ron Ruthven
Subject: Protest of rezoning at 125 Acuff Ln., Colleyville, TX

Good morning!

I thought I would forward this to you for your case file; it's scheduled for City Council on July 15th. I'm not sure if you have other letters of opposition.

Thanks,

Amy Shelley, TRMC
City Secretary
City of Colleyville
100 Main Street
Colleyville, Texas 76034
www.colleyville.com
817.503.1133 Phone
817.503.1139 Fax

Integrity ~ Service ~ Innovation

We value your opinion. To take our customer service survey, please click [here](#).

-----Original Message-----

From: Joe D
Sent: Monday, June 30, 2014 9:48 AM
To: Amy Shelley
Subject: Protest of rezoning at 125 Acuff Ln., Colleyville, TX

Please let this message serve as official protest against the rezoning of the property on 125 Acuff Ln in Colleyville.

The zoning as it stands is acceptable but to have additional traffic, noise, and lighting issues in the neighborhood area is more then we would care to live with.

Respectfully

Joe & Peggy Moore
133 Acuff Lane
Colleyville, Tx 76034
817.999.4108

Letters of Opposition

From: Claudia Bevill

Sent: Wednesday, July 9, 2014 1:30 PM

To: David Kelly; Chris Putnam; Mike Taylor; Chuck Mogged; Jody Short; Tom Hart; Ron Ruthven; Amy Shelley

Subject: Case ZC14-010 & ZC14-011 125 Acuff Lane

July 8, 2014

City of Colleyville

Mayor and City Council

Ron Ruthven, Director of Community Development

Amy Shelley, City Secretary

RE: ZC 14-10 & ZC 14-11 – Request for Rezoning from CN-Neighborhood Commercial to PUDC – Planned Unit Development Commercial – and a request for Special Use Permit for on-premise consumption of alcoholic beverages

Dear Mayor Kelly and Council Members,

On June 23rd the above referenced case was approved by the P& Z Commission by a vote of 4-2 after area residents voiced serious opposition to the proposed events center being inappropriately located in the center of our neighborhood, (impacting residential owners to the north, east and west of the property).

The following concerns were addressed by opposing neighbors:

- inappropriate and undesirable commercial encroachment on the neighborhood
- timed events with heavy traffic converging/ leaving the property all at the same hour
- overflow parking onto a very narrow and already inadequate road from a facility that is proposed to accommodate 260 attendees (87 vehicles)
- a single point of access to the property (in and out) (the Fire Marshall asked for an additional access point – that is not possible)
- traffic and event noise disrupting the neighborhood (residents of Acuff, Felps, Cheek Sparger and beyond)
- drainage and flooding downstream where there is already a history of fast moving water that may potentially flood current residential properties
- alcohol related objections (flooding our neighborhood streets with inebriated drivers)
- this is not the highest and best use of the property

Along with an outdoor amphitheater, and including both the larger and smaller buildings proposed for this development, there could conceivably be a total of 260 people attending any one event with a provision of only 87 parking spaces. Under these circumstances, there is no doubt - overflow parking will become a problem for Acuff Drive residents putting their safety and the safety of others at risk. Acuff Drive is only 22 feet wide - barely wide enough for two cars to safely pass. Parked cars along the roadway will only exacerbate the situation. This venue will also bring concentrated traffic through Felps Drive (only 20 feet wide) as well as Cheek Sparger to the detriment of the home owners on these two narrow streets.

Letters of Opposition

During the P&Z meeting the Fire Marshall said, “We need a second point of access – one way in and one way out is NOT GOOD. That is why I asked for a second point of access.” He also stated that a “wider drive does not constitute a second point of access”. Furthermore, Mr. Ruthven confirmed to the Commission and audience that the property will not accommodate an additional access point in keeping with the Development Code due to the way it is situated between adjacent properties.

Additionally, the current property owner made a comment to the commission “If they (the neighbors) want a park, they can buy the land”. But these residents are not asking for a park. They are asking that the existing CN-Neighborhood Commercial zoning remain in place to protect the safety and serenity of their neighborhood. If you are honest you will have to admit that the proposed plan is an unreasonable encroachment on this residential neighborhood and seriously incompatible with the surrounding area.

This is not an entertainment district. It is our neighborhood. Even with the current CN zoning (basically office type development), it would be a much happier place to live than to throw out the current zoning and allow an events venue to disrupt and endanger our lives and the lives of others. We, the residents of this area, strongly refute the compatibility of this development with the surrounding family homes.

Please deny this request.

Sincerely,

James and Claudia Bevill
119 Cheek Sparger Rd
Colleyville, TX 76034

Letters of Opposition

From: Connie-Verizon

Sent: Wednesday, July 9, 2014 5:09 PM

To: Taci Wrisley

Subject: Zoning Case # ZC14-010 & ZC14-011

I OPPOSE!!! OPPOSE!! OPPOSE!!

This request for a zoning change to allow commercial property to build that would allow alcoholic beverages, late night activities and amphitheater is just not acceptable in our quiet neighborhood.

We have families with small children, elderly and working families that do not need the disturbance of 200+ cars driving in and out of our neighborhood. Those 200+ cars could be up to 800+ people, that is a lot of people for a very small area. Those cars and the gas fumes left in the area will and can cause problems for those people with asthma and other breathing problems. When there is not enough parking, then we will have patrons parking on the street, behind the driveways, in the yards because these streets are old they are very narrow. We have no sidewalks so people will be walking in the street or in the yards.

I haven't even brought up when school starts and you have children needing to go to bed early and up for school; headlights from the cars lighting up the rooms, the honking of horns, people who had a little too much fun getting loud and rowdy.

Then we get to the trash left behind for rats, cats, dogs, raccoons and all the other critters that live in that area to spread around.

Connie Bratton
4009 Felps Drive
Colleyville, TX 76034

Letters of Opposition

7-7-14

Dean How 911
104 Cheek Sparger
Colleyville Tx
817 788 5423

TO Colleyville city council

RE Zoning case
7C14-010 + 7C14-011
Property located at
125 Acuff Ln

I AM OPPOSED TO
THIS Development
IT IS NOT! The
Type we need in
OUR BACKYARD.

Dean Howell

Speaker Card From June 23, 2014 - Support

Date: 6/23/14

SPEAKER CARD

☒ I will speak **In Support** of this item.

☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C

Name: Mimi Byerly

Address: 7109 Pebble Hill

City: Colleyville State: TX Zip Code: 76034

Telephone Number: (817) 329-3372 Representing: self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Mimi Byerly

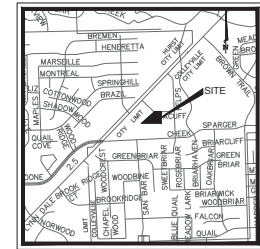
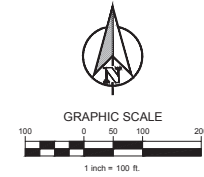
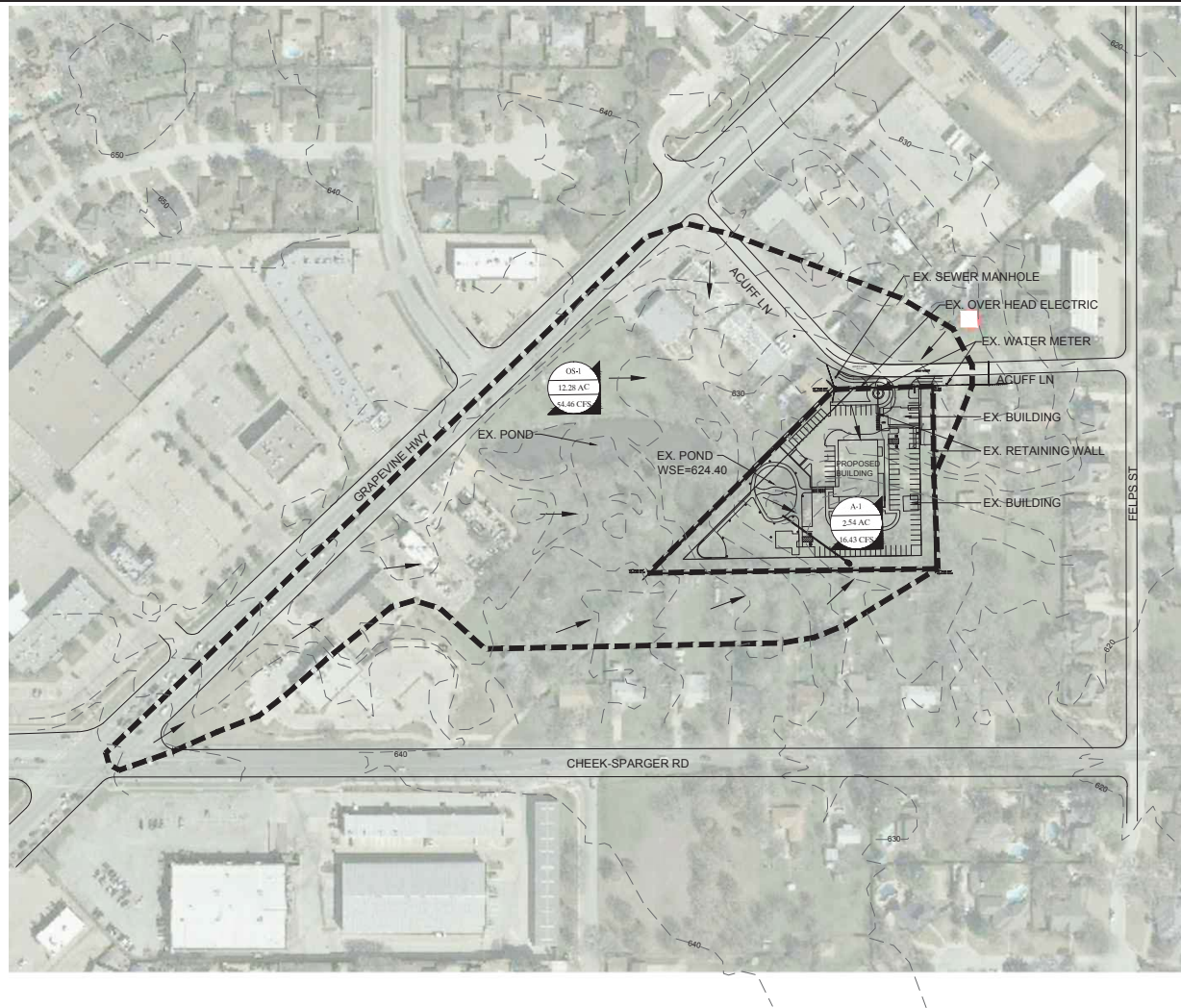
This information is a Public Record.

Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
3919 COLLEYVILLE BLVD LTD	PO BOX 802736	DALLAS	TX	753802736	003919 COLLEYVILLE BLVD
ACUFF LANE COMMERCIAL PROP LLC	PO BOX 550	TIOGA	TX	762710550	000107 ACUFF LN
AUTO WASH DEPOT CENTERS	14 SUMMER ST STE 302	MALDEN	MA	021483994	004207 COLLEYVILLE BLVD
BARRETT, RAYMOND S	120 ACUFF LN	COLLEYVILLE	TX	760343725	000120 ACUFF LN
BARRICK, ELIZABETH ET VIR WAYNE	3912 FELPS CT	COLLEYVILLE	TX	760343730	003912 FELPS CT
BAUGHMAN, MICHAEL ETUX PATTI	3914 FELPS CT	COLLEYVILLE	TX	760343730	003914 FELPS DR
BEVILL, JAMES H ETUX CLAUDIA M	119 CHEEK SPARGER RD	COLLEYVILLE	TX	760343715	000119 CHEEK SPARGER RD
BLUE STAR STORAGE COLLEYVILLE	1 COWBOYS PKWY	IRVING	TX	750634924	003901 COLLEYVILLE BLVD
BRAND, DONALD R	121 CHEEK SPARGER RD	COLLEYVILLE	TX	760343715	000121 CHEEK SPARGER RD
BRATTON, BILLY W	4009 FELPS DR	COLLEYVILLE	TX	760343708	004009 FELPS DR
BUDRI, AZIZ	400 GREENBRIAR LN	COLLEYVILLE	TX	760348612	004101 FELPS DR
BURNS, EDWARD H & CURTIS M	7713 LEXUS DR	FORT WORTH	TX	761374375	000124 CHEEK SPARGER RD
BYERLY, MIMI & JEFFREY S	7109 PEBBLE HILL DR	COLLEYVILLE	TX	760346372	000125 ACUFF LN
CALLAHAN, JIMMY	5019 BLUEBONNET RD	COLLEYVILLE	TX	760345840	004201 COLLEYVILLE BLVD
CAUNITZ-LUCAS LLC	4008 STEEPLECHASE DR	COLLEYVILLE	TX	760343738	004013 FELPS DR
CHATSWORTH ENTERPRISES LLC	4413 BOWMAN DR	COLLEYVILLE	TX	760344324	000112 CHEEK SPARGER RD
CROMBIE, PHILLIP ETUX KYMBERLE	128 ACUFF LN	COLLEYVILLE	TX	760343725	000128 ACUFF LN
DENNIE, PAUL D ETUX PEGGY M	200 CHEEK SPARGER RD	COLLEYVILLE	TX	760343716	000200 CHEEK SPARGER RD
ESTES, KEITH ETUX TERRIE	3910 FELPS DR	COLLEYVILLE	TX	760343772	003910 FELPS DR
FATEH-HYDER, SYED ETUX S M N	4008 FELPS DR	COLLEYVILLE	TX	760343771	004008 FELPS DR
FRENCH, JAMES E	PO BOX 550	TIOGA	TX	762710550	004100 FELPS DR
GRAPEVINE EXPRESS WASH LP	214 W NORTHWEST HWY	GRAPEVINE	TX	760513232	004205 COLLEYVILLE BLVD
GREER REVOCABLE TR	1440 WATERFORD CT	MARIETTA	GA	300681743	004001 FELPS DR
GREER, VERNELL MAY EST	1440 WATERFORD CT	MARIETTA	GA	300681743	004001 FELPS DR
HAHN, EDWARD & DORIS EST	7500 WINDSWEPT TRL	COLLEYVILLE	TX	760347007	000100 CHEEK SPARGER RD
HARRIS, D KEITH	108 CHEEK SPARGER RD	COLLEYVILLE	TX	760343714	000108 CHEEK SPARGER RD
HAYWORTH, WARD	2757 MESQUITE LN	GRAPEVINE	TX	760510000	004007 COLLEYVILLE BLVD
IBERNIA NATIONAL BANK	275 BROADHOLLOW RD	MELVILLE	NY	117474823	003907 COLLEYVILLE BLVD
HOWELL, DEAN G	104 CHEEK SPARGER RD	COLLEYVILLE	TX	760343714	000104 CHEEK SPARGER RD
JARRELL, JOHN JR ETUX JANIS	4004 FELPS DR	COLLEYVILLE	TX	760343771	004004 FELPS DR
KERBOW, GARY D	210 CHEEK SPARGER RD	COLLEYVILLE	TX	760343716	000210 CHEEK SPARGER RD
LATT PROPERTIES INC	4400 EATON CIR	COLLEYVILLE	TX	760344652	004125 COLLEYVILLE BLVD
LEMMON, WILLIAM M ETUX CAROL A	133 E RIO RDG	AZLE	TX	760201557	004003 COLLEYVILLE BLVD
LINDSEY, VICKI	129 ACUFF LN	COLLEYVILLE	TX	760343725	000129 ACUFF LN
MAHDATO, DAVID A	4109 FELPS DR	COLLEYVILLE	TX	760343710	004109 FELPS DR
MCDOWELL, TOMMY N ETUX CYNTHIA	128 CHEEK SPARGER RD	COLLEYVILLE	TX	760343714	000128 CHEEK SPARGER RD
MCKEOWN, WILLIAM C ETUX SYLVIA	4105 FELPS DR	COLLEYVILLE	TX	760343710	004105 FELPS DR
MOORE, JOE ETUX PEGGY	133 ACUFF LN	COLLEYVILLE	TX	760343725	000133 ACUFF LN
MORRISON, SANDY ET VIR MICHAEL	4012 FELPS DR	COLLEYVILLE	TX	760343771	004012 FELPS DR
NOEL, SUSAN L	655 CASINO RD	NOCONA	TX	762556934	004005 FELPS DR
SKOOG, FREDERICK H ETUX LOUISE	127 CHEEK SPARGER RD	COLLEYVILLE	TX	760343715	000127 CHEEK SPARGER RD
T MARIE MAULDIN LLC	PO BOX 584	COLLEYVILLE	TX	760340584	004121 COLLEYVILLE BLVD
UHLENHAKER, RONNIE R	PO BOX 1705	COLLEYVILLE	TX	760341705	000105 CHEEK SPARGER RD
ULERY, RICHARD G ETUX KRISTIE	123 CHEEK SPARGER RD	COLLEYVILLE	TX	760343715	000123 CHEEK SPARGER RD
VELASQUEZ, FLORENTINO & DAISY	1830 SILVERSIDE DR	COLLEYVILLE	TX	760512953	004001 COLLEYVILLE BLVD
WAIIT, GARY M SR	4000 FELPS DR	COLLEYVILLE	TX	760343771	004000 FELPS DR
WILKS, EARLEEN FAY	132 ACUFF LN	COLLEYVILLE	TX	760343725	000132 ACUFF LN
CITY OF HURST	1505 PRECINCT LINE ROAD	HURST	TX	76054	COURTESY NOTICE
GRAPEVINE-COLLEYVILLE ISD	3051 IRA E WOODS AVENUE	COLLEYVILLE	TX	76034	COURTESY NOTICE
DON AND CYNTHIA HENNIG, APPLICANT	7925 SHADY OAKS	NORTH RICHLAND HILLS	TX	76182	APPLICANT

Public hearing notices were mailed Fri. June
13, 2014 by Taci Wrisley

Preliminary Drainage Analysis



VICINITY MAP
N.T.S.
MAPSCO #S: 39T & 39U

LEGEND	
	- DRAINAGE AREA
	- DRAINAGE AREA IN ACRES
	- FLOW FOR DRAINAGE AREA IN CFS
	DIRECTION OF FLOW
	DRAINAGE BOUNDARY

HYDROLOGIC CALCULATIONS - PRE DEVELOPED CONDITIONS													
DRAINAGE AREA	AREA (AC)	C	Tc (min)	I _p (IN/HR)	Q _p (CFS)	I _{pe} (IN/HR)	Q _{pe} (CFS)	I _{ps} (IN/HR)	Q _{ps} (CFS)	I _{pe} (IN/HR)	Q _{pe} (CFS)	I _{ps} (IN/HR)	Q _{ps} (CFS)
A-1	2.54	0.30	10.0	4.71	3.59	5.74	4.37	6.51	4.96	7.55	5.75	8.40	6.40
TOTAL ONSITE DRAINAGE	2.54				3.59		4.37		4.96		5.75		7.04

HYDROLOGIC CALCULATIONS - DEVELOPED CONDITIONS													
DRAINAGE AREA	AREA (AC)	C	Tc (min)	I _p (IN/HR)	Q _p (CFS)	I _{pe} (IN/HR)	Q _{pe} (CFS)	I _{ps} (IN/HR)	Q _{ps} (CFS)	I _{pe} (IN/HR)	Q _{pe} (CFS)	I _{ps} (IN/HR)	Q _{ps} (CFS)
A-1	2.54	0.30	10.0	4.71	8.37	5.74	10.21	6.51	11.57	7.55	13.42	8.40	14.94
TOTAL ONSITE DRAINAGE	2.54				8.37		10.21		11.57		13.42		14.94

HYDROLOGIC CALCULATIONS - OFFSITE													
DRAINAGE AREA	AREA (AC)	C	Tc (min)	I _p (IN/HR)	Q _p (CFS)	I _{pe} (IN/HR)	Q _{pe} (CFS)	I _{ps} (IN/HR)	Q _{ps} (CFS)	I _{pe} (IN/HR)	Q _{pe} (CFS)	I _{ps} (IN/HR)	Q _{ps} (CFS)
OS-1	12.28	0.48	10.0	4.71	27.76	5.74	33.83	6.51	38.37	7.55	44.50	8.40	49.51
TOTAL ONSITE DRAINAGE	12.28				27.76		33.83		38.37		44.50		49.51

OFFSITE COMPOSITE FACTOR		
OS-1	AREA (AC)	C
COMMERCIAL	3.81	0.85
RESIDENTIAL	0.29	0.6
UNDEVELOPED	8.18	0.3
COMPOSITE C	12.28	0.48

FLOODPLAIN NOTE
BASED ON SCALING THE SURVEYED LOT SHOWN HEREON ONTO THE FEMA FLOOD INSURANCE RATE MAP NO. 4806200R (REV. 9-26-00), SAID LOT LIES WITHIN FEMA ZONE X AND DOES NOT LIE WITHIN THE FEMA DESIGNATED 100-YEAR FLOOD PLAIN. MILLER SURVEYING, INC. MAKES NO STATEMENT AS TO THE LIKELIHOOD OF THE ACTUAL FLOODING OF SAID SURVEYED LOT.

CLAY MOORE ENGINEERING

STATE OF TEXAS
CLAY COUNTY
105900
LICENSED SURVEYOR

ENCHANTED VENUE
EVENT CENTER
COLLEYVILLE, TX

DESIGN: MB
DRAWING: MS
CHECKED: CS
DATE: 6/13/2024

PRELIMINARY DRAINAGE ANALYSIS

SHEET
Z-2

FILE NO. 2024-002

ORDINANCE O-14-1922

AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 2.54 ACRES ON LOTS 10R AND 11R, BLOCK 1, ANDY FELPS ADDITION, FROM THE CN - NEIGHBORHOOD COMMERCIAL ZONING DISTRICT TO THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT; BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC14-010; and

WHEREAS, has received an application for on-premise consumption of alcohol under Case No. ZC14-011; 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 enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the 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 Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 2.54 acres on Lots 10R and 11R, Block 1, Andy Felps Addition, from the CN-Neighborhood Commercial zoning district to the PUD-C-Planned Unit Development Commercial zoning district, and authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted in the attached Exhibits "A" and "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The following uses shall be permitted: weddings, business, conference, birthday, graduation, anniversary, or other special receptions, or party events.
- b. The development shall be permitted to provide 38% of the total landscape area within the street yard.

- c. A portion of the pavement surrounding the proposed fountain extends approximately 10-feet beyond the property line and encroaches into City right-of-way. Prior to issuance of a building permit, approval by the Director of Public Works of a Right-of-way Permit is required for any building encroachments. All maintenance and ownership of the improvements shall be the responsibility of the property owner.
- d. All new buildings must comply with the provisions of Chapter 6-Commercial Building Design in the Land Development Code.
- e. Hours of operation shall be: Sunday through Thursday, 9:00 a.m. to 9:00 p.m.; and Friday through Saturday 9:00 a.m. to 11:30 p.m.
- f. All outdoor operations shall cease no later than 9:00 p.m.
- g. Mutual access easements shall be shown on future site plans and plats to permit shared access to the adjacent properties to the east and west.
- h. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with the special events venue only.
- i. Whenever any alcoholic beverages are served and/or are present on the premises in conjunction with any event authorized by this ordinance, an off-duty police officer shall be present on the subject property during the duration of said event.
- j. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon the expiration or termination of the Certificate of Occupancy.
- k. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this ordinance.

I. This development shall be generally consistent with the Statement of Planning Objectives, attached as Exhibit "C".

- Sec. 5. 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. 6. 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. 7. 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. 8. 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. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of July 2014.

The second reading and public hearing being conducted on the 19th day of August 2014.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2014.

ATTEST:

CITY OF COLLEYVILLE

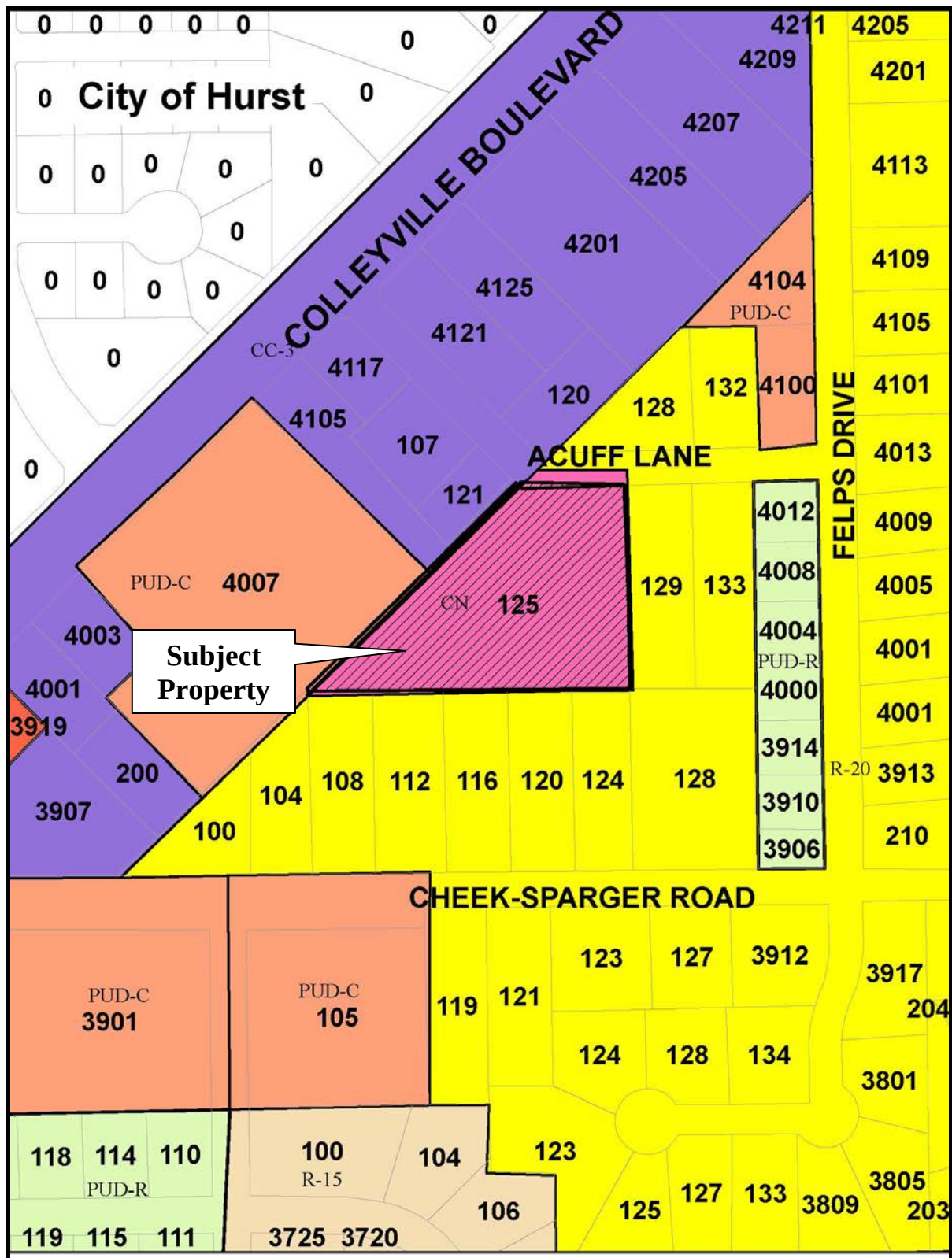
Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit “A” – Location and Zoning Map



North

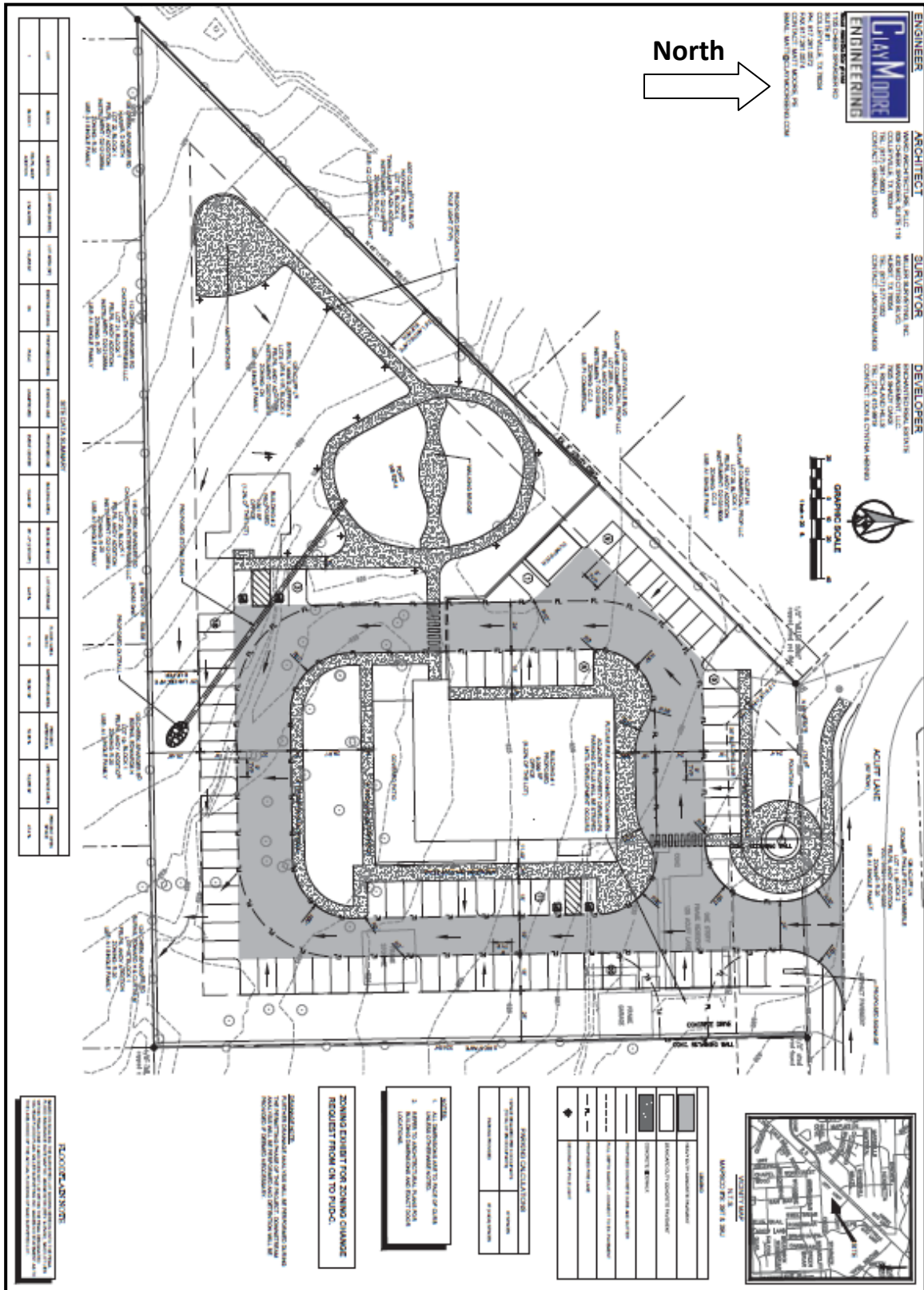


Exhibit C – Statement of Planning Objectives

Statement of Planning Objectives

Enchanted Venue

125 Acuff

Block 1 Lots 10R and 11R Felps, Andy Addition

Enchanted Real Estate Management, LLC is in process of acquiring lots 10R & 11R of Block 1 of the Andy Felps Survey. The approximately 2.5 acres is located in a transitional commercial area.

The land uses proposed includes a new events venue for 200 guests approximately 7,000 sqft with an approximately 2600 sqft covered area, a second events venue for 60 guests approximately 1,400 sqft, an open green space and amphitheater for an outdoor event, and a 75 foot long bridge over the enhanced existing pond. Parking is calculated at 1 per 3 occupants and is provided on site. The site is screened from adjacent residential neighbors with an 8 foot high masonry fence and 25 foot wide landscape buffer.

The intended land uses will allow for an assembly usage with both indoor and outdoor settings. Events to be provided for include weddings, business retreats and meetings, and general social functions.

Impact to neighboring communities has been carefully reviewed. It is important to the owners to maintain an emphasis as a good neighbor. The existing residential community surrounding the property will have an eight foot masonry fence barrier as well as a twenty five foot minimum deep landscape buffer planted in a free form or natural style. Existing trees will be maintained where possible.

The owner intends to sell alcoholic beverages for onsite consumption. There will be music played during some events and is the owners intent to follow all city noise standards and ordinances.

General landscaping and landscaping accents will be provided throughout the site for enhancement and beautification of the land. The site will be irrigated throughout. All lighting on site will be around buildings, bridge, low walkway lights, and 8' decorative pole lighting in keeping with the park like setting.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 6c

Agenda Date 07/15/2014

Number Ordinance O-14-1923

Type Ordinance

Department Police

Title

Approval to amend the City of Colleyville Code of Ordinances, Chapter 14-Animals, repealing in its entirety, Ordinance O-10-1787; amending Chapter 102-Vehicles For Hire, by adding Sec. 102-31 – Commercial Horse Drawn Carriages

Explanation

First Reading and Public Hearing

The purpose of this item is to consider amending the current Colleyville Code of Ordinances O-10-1787 (attached) pertaining to animals, fowl, insects, and reptiles with related fee schedule to provide clear guidelines for issues related to the keeping of animals, fowl, insects, and reptiles including prohibitions regarding certain practices.

On July 1, 2014, the Colleyville City Council received a presentation on the proposed changes to the current Animal Control Ordinance O-10-1787 from the Chief of Police and provided direction to place the item on the July 15, 2014 agenda for consideration. The proposed changes included in the attached proposed Ordinance O-14-1923 were discussed and approved by the City Council. This included changes to the fee schedule, not including specific language limiting the number of dogs and or cats allowed to be owned or housed at a residence and the discussion and approval of moving Section 14-27 of the current Ordinance O-10-1787 to Chapter 102, Section 102-31 of the Code of Ordinances. This move was recommended by the Chief of Police and places the section regarding permitting and regulating Horse Drawn Carriages under the Vehicles for Hire chapter where it is more closely related.

In October 2012, the cities of Colleyville, Keller and Southlake entered into an agreement (attached) to consolidate animal control services. The City of Keller was designated as the provider of Animal Control Services for the three cities, to include the construction of an Animal Adoption Center.

Throughout the process of consolidating animal control services, the chiefs of police from Colleyville, Keller, and Southlake, and other stakeholders such as the Humane Society of North Texas, agreed, in principle, that it would be prudent and wise to create a "base" regional ordinance to address relevant animal control issues that are applicable to each city. Over a 12 month period, several ordinances were reviewed. Many revisions were made and the result is a modern animal control ordinance that provides clear language related to issues involving the keeping of animals, fowl, insects, and reptiles and related prohibitions of such.

The current City of Colleyville Animal Control Ordinance (attached Ordinance O-10-1787) was last reviewed and updated in 2010 prior to the animal control consolidation. Revising the current Animal Control Ordinance O-10-1787 will establish clear guidelines relating to the care, control, and maintenance of animals. The current language in Ordinance O-10-1787 is outdated and does not reflect current operations. The revised ordinance will provide Colleyville citizens with a modern set of regulations and guidelines based on best practices. Establishing a single animal ordinance for the three partner municipalities will also allow for consistent enforcement of the ordinances and alleviate confusion for the animal control officers and residents alike.

The following highlights the substantive changes that the new ordinance proposes:

Proposed Changes to the Fee Schedule:

Change to Section 14-20 from \$3.00 registration fee to no charge is proposed to further encourage owners to register their pets, thus making it easier to identify and then return those animals that are lost. Metal tags will continue to be issued and local veterinarians will be educated to encourage pet registration to their clients. The current registration process has not proven to encourage registration and the annual revenue collected for animal registration is approximately \$500. There were no municipal court cases related to failing to register a pet in 2013 or 2014 to date, and impounds and those related fees are a greater deterrent to not registering animals. In conjunction with the no charge for registration, impound fees are proposed to increase above the current amount charged after the second offense.

The impound fees are proposed to remain at \$30.00 for the first impound and \$50.00 for the second impound but are proposed increase on the third, fourth, and fifth impound:

- Third impound: from \$70 to \$75
- Fourth impound: from \$90 to \$150
- Fifth impound: from \$110 to \$150

Finally, it is proposed to remove the \$20 fee for animal removal in City issued trap but increase the removal fee for animals in private traps from \$20 to \$30. Attached is a complete comparison between current and proposed fees.

Proposed Changes to Dangerous Animals Language:

- Proposed definition of dangerous animal: makes an unprovoked attack on a person or animal that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;
- Requiring a person be at least 17 years of age to control a dangerous dog;
- Requiring a dangerous dog sign to be placed on all sides of fencing facing the public (signs to be provided by the Animal Control Officer).

- Requiring a dangerous dog to wear an orange collar with a red tag.

Proposed Changes to Disturbance and Nuisance Language:

Allowing a stray to remain at a residence will encourage that animal to be a nuisance. Therefore, it is proposed to include language in the new ordinance that makes it a violation to allow a stray animal to remain on premises or to encourage a stray by feeding them. However, it does not restrict a person from adopting the animal.

Proposed Clarification for Authority for Animal Control Officers to Carry a Tranquilizer Gun:

The current ordinance does not address the authority for an animal control officer to carry a tranquilizer gun; however, both Keller and Southlake currently allow this in their ordinances. The animal control officers are currently carrying this equipment for safety reasons. The officers receive specific training and oversight conducted by the Commander of the Keller Police Department. Language has been added to the proposed ordinance providing for such.

Proposed Changes to Fowl Regulations:

- Allowing the keeping of roosters on properties R-20 zoning or larger only;
- Only allowing female chickens on properties under R-20 zoning;
- No more than 12 chickens may be kept in R-20 zoning and 12 chickens for each additional one-quarter acre;
- Chickens must be in secured pen, coop, or enclosed yard. Pen or coop must be at least five feet from property line.

Domestic Animal Limitations:

Keller has enacted a limit of four total pets of any combination of dogs and cats. Southlake has enacted a limit of six total. As a comparison, Grapevine, Euless, and Hurst allow four total dogs or cats, or combination of both. North Richland Hills allows three dogs only, four cats only, or a total of five if in combination.

The current Colleyville Ordinance O-10-1787 does not limit the total number of dogs and or cats an individual may own. Under the current practice, issues surrounding the number of animals residing at a residence would be dealt with through being deemed a nuisance or through noise regulations. Per City Council discussion at the July 1, 2014, Pre Council meeting, Ordinance O-14-1923 does not add specific language limiting the number of dogs and or cats allowed to be owned or housed at a residence. The current practice will continue to be followed.

Staff recommends repealing the current Ordinance O-10-1787 and replacing it with the attached proposed ordinance and moving Section 14-27 of the current ordinance to Chapter 102, Section 102-31.

Financial Impact

The proposed Ordinance O-14-1923 will include the following changes to the related fee schedule.

Change to Section 14-20 from \$3.00 registration fee to No Charge. This change is proposed to further encourage owners to register their pets, thus making it easier to identify and then return those animals that are lost. Metal tags will continue to be issued and local veterinarians will be educated to encourage pet registration to their clients. The current registration process has not proven to encourage registration and is not a significant revenue generator. There were no municipal court cases related to failing to register a pet in 2013 or to date. Impounds and the related fees are a greater deterrent to failing to register.

In conjunction with the no charge for registration the impound fees will increase above the current amount charged after the second offense. The impound fees will remain at \$30.00 for the first impound and \$50.00 for the second impound but will increase on the 3rd, 4th, and 5th impound.

- 3rd going from \$70 to \$75
- 4th going from \$90 to \$150
- 5th going from \$110 to \$150

It is also proposed to remove the \$20 fee for animal removal in a City issued trap, but increase the removal fee for animals in private traps from \$20 to \$30.

Funds collected from these fees are used to off-set the operating cost of the Regional Animal Control Services and Shelter.

Recommendation

Approve

Attachments

1. Combined Animal Control and Shelter Interlocal Agreement
2. Ordinance O-10-1787
3. Ordinance O-14-1923

**INTERLOCAL AGREEMENT
FOR COMBINED ANIMAL CONTROL AND
ANIMAL SHELTER SERVICES FOR THE CITIES OF
KELLER, SOUTHLAKE AND COLLEYVILLE**

THE STATE OF TEXAS)(

COUNTY OF TARRANT)(

THIS ("AGREEMENT"), is made and entered into by the CITY OF KELLER, TEXAS, a Home Rule municipal corporation, ("KELLER"), the CITY OF SOUTHLAKE, TEXAS a Home Rule municipal corporation, ("SOUTHLAKE"), and the CITY OF COLLEYVILLE, TEXAS a Home Rule municipal corporation, ("COLLEYVILLE") each acting by and through its duly appointed and authorized city managers:

W I T N E S S E T H:

WHEREAS, KELLER, SOUTHLAKE, and COLLEYVILLE desire to enter into this Agreement to combine Animal Control and Animal Shelter Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, KELLER has the facilities and personnel available to perform these services for the three cities; and

WHEREAS, all payments for Animal Control and Animal Shelter Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, KELLER, SOUTHLAKE and COLLEYVILLE have concluded that this Agreement fairly compensates the performing party for the Animal Control and Animal Services being provided hereunder; and

WHEREAS, the respective City Councils of KELLER, SOUTHLAKE and COLLEYVILLE believe that this Agreement is in the best interests of KELLER, SOUTHLAKE and COLLEYVILLE; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"); and

WHEREAS, the City Councils, as the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE wish to approve this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, KELLER, SOUTHLAKE AND COLLEYVILLE HEREBY AGREE TO THE FOLLOWING:

- Section 1. **Recitals.** All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for an initial term of ten (10) years commencing on October 1, 2012, and ending September 30, 2022, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)
- Section 3. **Scope of Services to be provided by KELLER.** KELLER hereby agrees to perform the following:
- a. On October 1, 2012, KELLER, SOUTHLAKE and COLLEYVILLE will merge Animal Control and Animal Shelter Services at the KELLER Police Department and KELLER shall provide all such Animal Control and Animal Shelter Services for SOUTHLAKE and COLLEYVILLE. The Animal Control and shelter personnel will be KELLER employees and will be under the supervision and control of the KELLER Chief of Police or the Chief of Police's authorized designee. The Animal Control Services and Animal Shelter will be identified as the KELLER/SOUTHLAKE/COLLEYVILLE Regional Animal Control and Regional Animal Shelter until such time another suitable name is selected by the parties. KELLER shall at all times maintain sufficient staff to perform the Animal Control and Shelter Services it provides under this agreement. Animal Control and Shelter Services shall mean all the functions that are customary and reasonable and shall include at a minimum the following:
1. The enforcement of State Animal Laws and City Ordinances of the respective cities relating to domestic animals;
 2. Answer calls from KELLER, SOUTHLAKE, and COLLEYVILLE citizens regarding lost, stray, and vicious dogs and cats and respond to the complaints in a timely manner;
 3. Conduct bite and/or dangerous animal investigations and properly document the incidents as required by policy, ordinance or other applicable law, including designating an animal as dangerous where applicable;
 4. Respond to wildlife and domestic livestock problems that are causing an immediate danger or concern, including but not limited to pickup, handling and disposal of sick, injured and dead animals;
 5. Assist the public in trapping small wildlife that are causing a concern to the safety and welfare of the citizens;
 6. Respond to the seasonal feral pig problem that exists in Southlake, including but not limited to baiting and clearing the traps as needed;
 7. Provide an "on-call" Animal Control Officer during non-business hours that will respond to serious animal-related public safety or animal welfare concerns that cannot be handled by a police officer;
 8. Explain Animal Control Laws to the public when requested, including school or public appearances;

9. Collaborate with state and local agencies on rabies control and quarantine of animals suspected of having rabies;
 10. Operate an animal shelter for cats and dogs that are captured as strays, quarantined, vicious, or surrendered by citizens of Keller, Southlake and Colleyville in compliance with all applicable state and county regulations and laws, emphasizing modern adoption strategies; and
 11. Maintain documentary records of all activity relating to operating all Animal Control and Shelter Services described herein according to industry standard.
- b. KELLER shall make a conditional offer of employment to the Animal Control Officers currently employed by the cities of SOUTHLAKE and COLLEYVILLE on or before September 1, 2012, for employment with KELLER to become effective on the merger date of October 1, 2012, contingent upon the SOUTHLAKE and COLLEYVILLE employees passing a KELLER pre-employment drug screen. KELLER shall place the SOUTHLAKE and COLLEYVILLE Animal Control Officers on the KELLER pay scale at the amount closest to their current hourly base rate at SOUTHLAKE and COLLEYVILLE. In addition to the salaries referenced above, as long as this Agreement is in force, Keller shall also pay all Animal Control Officers an annual \$3,000 regional Animal Control Officer stipend, paid on a bi-weekly interval.
- c. KELLER shall provide SOUTHLAKE and COLLEYVILLE monthly service reports detailing the number of service calls in their respective communities along with the tally of animals impounded and adopted, and any other statistical reports requested by SOUTHLAKE and COLLEYVILLE capable of being provided by the CRIMES records management program and Shelter Pro Animal Services Software.
- d. KELLER shall provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Animal Control and Shelter services to SOUTHLAKE and COLLEYVILLE, including providing and administering all employee policies and procedures.
- e. KELLER will form a standing committee consisting of one (1) SOUTHLAKE Department of Public Safety employee selected by the Director of the SOUTHLAKE Department of Public Safety, one (1) KELLER employee selected by the KELLER Chief of Police, and one (1) COLLEYVILLE employee selected by the COLLEYVILLE Chief of Police to address operational and policy decisions related to the operation of the Regional Animal Control Services and Shelter.
- f. KELLER shall establish an enterprise fund designated to defray the costs of operating Animal Control and Shelter Services for each of the participating cities, deposit into such fund all cat and dog annual registration fees and associated shelter and adoption fees collected by or for each of the participating cities, and apply all such deposited funds to the designated purpose. KELLER shall provide an annual accounting report of the funds collected, the amounts deposited into

such enterprise fund, and the expenditures from such fund to SOUTHLAKE and COLLEYVILLE.

- g. KELLER agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **SOUTHLAKE Obligations.** SOUTHLAKE agrees to perform the following:

- a. Pay the sums described as SOUTHLAKE's obligations in Section 6, below.
- b. Cooperate with KELLER to have the SOUTHLAKE City Council adopt ordinances that are similar with KELLER and COLLEYVILLE so the Animal Control Officers will have a uniform set of laws to apply and enforce.
- c. Agree that all cat and dog annual registration fees and associated shelter and adoption fees shall be retained or paid to Keller for deposit in an enterprise fund that will be designated and applied to defray the costs of operating Animal Control and Shelter Services for each of the participating cities.
- d. Allow the SOUTHLAKE Animal Control Officer to bring to KELLER the small tools and equipment currently issued to the Officer by SOUTHLAKE, including the Officer's portable radio.
- e. Reimburse KELLER for any overtime related to the response to the seasonal feral pig problem in SOUTHLAKE, after KELLER provides SOUTHLAKE with the proper documentation;

Section 5. **COLLEYVILLE Obligations.** COLLEYVILLE agrees to perform the following:

- a. Pay the sums described as Colleyville's obligations in Section 6 below.
- b. Cooperate with KELLER to have the COLLEYVILLE City Council adopt ordinances that are similar with KELLER and SOUTHLAKE so the Animal Control Officers will have a uniform set of laws to apply and enforce.
- c. Agree that all cat and dog annual registration fees and associated shelter and adoption fees shall be retained or paid to KELLER for deposit in an enterprise fund that will be designated and applied to defray the costs of operating Animal Control and Shelter Services for each of the participating cities.
- d. Allow the COLLEYVILLE Animal Control Officer to bring to KELLER the small tools and equipment currently issued to the Officer by COLLEYVILLE, including the Officer's portable radio.

Section 6. **Payments for Services Performed.**

- a. SOUTHLAKE and COLLEYVILLE will each make an annual payment to KELLER for the operation of the Animal Control and Shelter Services, in accordance with KELLER'S Fiscal Year Police Department Operating budgeted amount for Animal Control and operation of the Animal Shelter.

- b. For the first year of this Agreement, SOUTHLAKE's payment will be Sixty-Six Thousand Five Hundred and Forty-Two Dollars (\$66,542) to KELLER for Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. (This payment represents a 26% cost share of all Animal Control Services and 15% cost share of the expenses to operate the Animal Shelter.)
- c. For the first year of this agreement, COLLEYVILLE's payment will be Sixty Thousand Two Hundred and Eighty-Eight Dollars (\$60,288) to KELLER for Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. (This payment represents a 24% cost share of all Animal Control Services and 10% cost share of the expenses to operate the Animal Shelter.)
- d. The parties agree that the payment amounts will be adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the KELLER City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.
- e. The payment amounts referenced above will be calculated by multiplying the budgeted amounts by a cost share factor or percentage to be calculated as provided herein. The Animal Control Expenses cost share factor for each participating city will be the number of calls for service recorded in the CRIMES CAD system for each respective city divided by the total number of calls for service recorded in the CRIMES CAD system for all the participating cities combined. The Animal Shelter cost share factor for each participating city will be the number of impounded cats and dogs for each respective city divided by the number of impounded cats and dogs for all the participating cities combined.
- f. For the initial three (3) years of this agreement the cost share factor for SOUTHLAKE will be fixed at 26% for Animal Control Expenses and 15% for Animal Shelter Expenses, and the cost share factor for COLLEYVILLE will be fixed at 24% for Animal Control Expenses and 10% for Animal Shelter Expenses. Adjustments to these percentages will be made every three years using an average from the preceding three years of data.
- g. All payments for Animal Control and Shelter Services shall be paid by SOUTHLAKE and COLLEYVILLE to KELLER in four (4) equal installments due on the 1st day of each calendar quarter beginning October 1, 2012 in advance of the services performed by KELLER for SOUTHLAKE and COLLEYVILLE for each subsequent calendar quarter of KELLER'S fiscal year and continuing thereafter throughout the term of the Agreement.
- h. The parties anticipate that KELLER will construct a new Animal Shelter/Adoption Center at the KELLER police facility at 330 Rufe Snow Drive. The project is scheduled to be completed on or about October of 2014. The facility is planned to be a 9,400 square foot facility. The parties agree that the additional construction cost to make it a regional facility to serve the cities of SOUTHLAKE and COLLEYVILLE, for purposes of this Agreement, is \$400,000. As part of the yearly operating budget for Animal Control and Shelter Services, Kellor will assess this additional construction cost, amortized over 20 years (i.e. \$20,000 each year), to SOUTHLAKE and COLLEYVILLE through a Capital Cost Payment, with Southlake paying 60% annually (\$11,000) and

Colleyville paying 40% annually (\$9,000). The payment of this capital cost will insure that the cities of SOUTHLAKE and COLLEYVILLE will always be guaranteed space for dog and cats for their respective cities throughout the term of this agreement.

- i. Should another city wish to participate in the Regional Animal Control and Shelter Services effort, KELLER, SOUTHLAKE, and COLLEYVILLE would have to agree to make the requesting city a member of the Regional Animal Control and Shelter Services and calculate the new cost share formulas and amend this Interlocal Agreement. In such event, the fees collected by or on behalf of KELLER, SOUTHLAKE, and COLLEYVILLE for animal control services shall continue to be deposited in the above-described enterprise fund and considered revenue which will be credited towards expenses of operating the Animal Shelter.
- j. KELLER shall notify SOUTHLAKE and COLLEYVILLE of the anticipated costs of the Animal Control and Shelter Services and general and administrative charges by May 30 of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the KELLER City Council adopts the KELLER annual budget, but shall not exceed the estimate by more than 5%. The annual cost increase for SOUTHLAKE and COLLEYVILLE under this Agreement shall not exceed the percentage increase of the KELLER Police Department's annual operating budget.
- k. In the event the SOUTHLAKE and COLLEYVILLE City Councils fail or refuse to approve the annual payment amount set forth in this section by September 30, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of KELLER.

Section 7. Cancellation.

- a. SOUTHLAKE and/or COLLEYVILLE shall have the right to terminate, based on the provisions of this Agreement, if KELLER breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from SOUTHLAKE and or COLLEYVILLE. If the Agreement is terminated under this paragraph, KELLER shall be entitled to retain money already received prorated to the period from the last payment until the date of breach, and shall refund the remainder to SOUTHLAKE and or COLLEYVILLE.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice to KELLER at least twenty-four (24) months prior to the beginning of the next Fiscal Year, i.e., October 1. All payments by SOUTHLAKE and or COLLEYVILLE to KELLER shall continue until the cancellation date or as mutually agreed to by both parties. Should either SOUTHLAKE or COLLEYVILLE choose to cancel this Agreement the remaining city can choose to continue the Agreement with KELLER with new cost sharing formulas developed at that time and mutually agreed upon.

Section 8. **Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

KELLER

Steve Polasek, Interim City Manager
City of Keller
P.O. Box 770
Keller, TX 76244

SOUTHLAKE

Shana Yelverton, City Manager
City of Southlake
1400 Main Street
Southlake, TX 76092

COLLEYVILLE

Jennifer Fadden, City Manager
City of Colleyville
100 Main Street
Colleyville, TX. 76034

Section 9. **Dispute Resolution.**

- a. All issues regarding the performance of Animal Control and Animal Shelter services shall first be brought directly to the attention of the KELLER Chief of Police or his authorized designee. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty police supervisor.
- b. In order to ensure an effective relationship between the parties and to provide the best possible public services, the City Managers of KELLER, SOUTHLAKE and COLLEYVILLE shall first attempt to amicably resolve any questions arising under this Agreement.
- c. Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties agree to the appointment of a mediator certified by the courts of Tarrant County to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 10. **Venue.** This agreement is performable in Tarrant County, Texas, and venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to the completion of mediation in accordance with Section 9.

Section 11. **Independent Contractor.** The parties mutually agree that KELLER is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KELLER in no way are to be considered employees of SOUTHLAKE or COLLEYVILLE. The employment rights of KELLER personnel assigned under this agreement will not be abridged.

Section 12. **Indemnity.**

- a. To the extent allowed by law, KELLER hereby agrees to indemnify and otherwise hold harmless SOUTHLAKE and COLLEYVILLE, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation

or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to KELLER's performance of services under this agreement, including any intentional or negligent acts or omissions of KELLER's officials, officers, agents or employees relating to or arising out of the performance of the services.

- b. KELLER, SOUTHLAKE AND COLLEYVILLE each agree to accept full responsibility for the actions of their own officers, agents and employees in the performance of Animal Control Services under this agreement, and each party hereby agrees to release and hold harmless and, to the extent allowed by law, indemnify the other parties, their officers, agents and employees, in both their public and private capacities, against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the performance of Animal Control services, or in the performance or use of Animal Shelter services or facilities under this Agreement.

- Section 13. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, KELLER, SOUTHLAKE and COLLEYVILLE do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.
- Section 14. **No Third-Party Beneficiaries.** By entering into this Agreement, KELLER, SOUTHLAKE and COLLEYVILLE do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto, except that the parties' officers, agents and employees are intended beneficiaries of Section 12 above.
- Section 15. **Jurisdiction.** By this agreement, SOUTHLAKE AND COLLEYVILLE grants full and complete authorization and jurisdiction to KELLER Animal Control Officers for the enforcement of all applicable state and municipal laws and ordinances involving domestic animal control within the participating cities' city limits, including the authority to issue citations and to make appearances in the participating cities' respective municipal courts of record.
- Section 16. **Natural Disasters and Casualty Losses.** KELLER will fully insure the Regional Animal Shelter and associated personal property against damage due to a natural or a man-made disaster, either through KELLER's private insurance carrier or through a program of self-insurance. In the event that the Regional Animal Shelter is damaged due to a natural or a manmade disaster and is rendered unusable, KELLER will promptly commence to repair or rebuild the Regional Animal Shelter or construct a similarly sized and equipped new facility, and, in the interim, shall have a contingency plan to continue to provide the services KELLER is to provide under this Agreement at another facility within Northeast Tarrant County, at no additional cost to the other participating cities.

FISCAL YEAR 2012/2013
COMBINED ANIMAL CONTROL AND ANIMAL SHELTER BUDGET
And GENERAL AND ADMINISTRATIVE CHARGES
FOR SERVICES TO THE CITY OF SOUTHLAKE.

OPERATING BUDGET FOR KELLER/SOUTHLAKE/COLLEYVILLE ANIMAL
CONTROL AND ANIMAL SHELTER FISCAL YEAR 2012/2013

Animal Control	\$225,434
Animal Shelter Expenses	\$ 20,547
Includes three (3) full-time employee equivalents (FTEs), and one (1) part-time equivalent; operations, building capital and maintenance costs.	

<u>Annual Service Level for Animal Control at 26% cost share</u>	\$ 58,613
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<u>Annual Service Level for Animal Shelter at 15% cost share</u>	\$ 3,082
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GENERAL AND ADMINISTRATIVE CHARGES (1)	\$ <u>4,847</u>
Includes services of Police Administration and Human Resources.	

TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13	<u><u>\$ 66,542</u></u>
---	-------------------------

- (1) PERCENT (%) OF RESPECTIVE ANNUAL
OPERATING BUDGET USED:
- | | |
|-----------------------|------|
| Police Administration | 1 % |
| Human Resources | 0.4% |

FISCAL YEAR 2012/2013
COMBINED ANIMAL CONTROL AND ANIMAL SHELTER BUDGET
And GENERAL AND ADMINISTRATIVE CHARGES
FOR SERVICES TO THE CITY OF COLLEYVILLE.

OPERATING BUDGET FOR KELLER/SOUTHLAKE/COLLEYVILLE ANIMAL
CONTROL AND ANIMAL SHELTER FISCAL YEAR 2012/2013

Animal Control	\$225,434
Animal Shelter Expenses	\$ 20,547
Includes three (3) full-time employee equivalents (FTEs), and one (1) part-time equivalent; operations, building capital and maintenance costs.	

<u>Annual Service Level for Animal Control at 24% cost share</u>	\$ 54,104
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<u>Annual Service Level for Animal Shelter at 10% cost share</u>	\$ 2,055
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GENERAL AND ADMINISTRATIVE CHARGES (1)	<u>\$ 4,129</u>
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Includes services of Police Administration and
Human Resources

TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13	<u><u>\$ 60,288</u></u>
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(1) PERCENT (%) OF RESPECTIVE ANNUAL
OPERATING BUDGET USED:

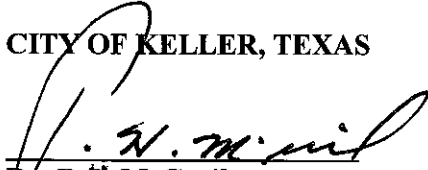
Police Administration	1 %
Human Resources	0.4%

Section 15. **Renewal and Amendment.** Annually, at the time the cost for Animal Control and Shelter services are re-calculated, this Agreement will be reviewed by all parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE.

Section 16. This Agreement has been approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE respectively. The execution of this Agreement has been authorized by an act of the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE at a duly called and posted meeting.

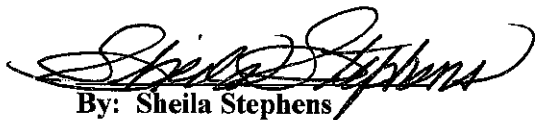
IN WITNESS WHEREOF, we have hereunto set our hands this the 5th day of September, 2012, in duplicate originals.

CITY OF KELLER, TEXAS


By: P. H. McGrail
Mayor


By: Steve Polasek
City Manager

ATTEST:

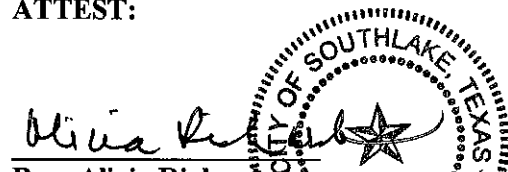

By: Sheila Stephens
City Secretary

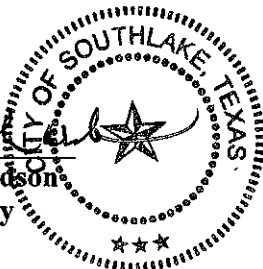
CITY OF SOUTHLAKE, TEXAS


By: John Terrell
Mayor


By: Shana Yolverton
City Manager

ATTEST:


By: Alicia Richardson
City Secretary



CITY OF COLLEYVILLE, TEXAS


By: David Kelly
Mayor

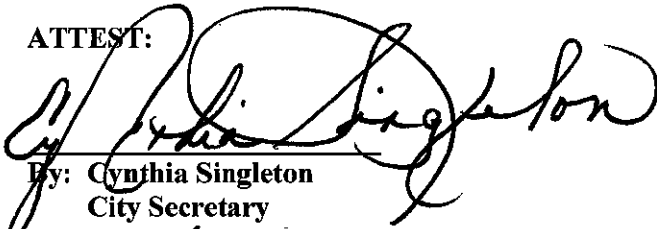
Colleyville City Council

AUG 07 2012

Approved


By: Jennifer Fadden
City Manager

ATTEST:


By: Cynthia Singleton
City Secretary

APPROVED AS TO FORM:


By: L. Stanton Lowry
City Attorney for Keller


By: Allen Taylor
City Attorney for Southlake


By: Matthew Boyle
City Attorney for Colleyville

ORDINANCE O-10-1787

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS AMENDING THE CITY OF COLLEYVILLE CODE OF ORDINANCES, CHAPTER 14 ANIMALS, REPEALING IN ITS ENTIRETY ORDINANCE O-06-1582 AND PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville is authorized to adopt ordinances to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City of Colleyville has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

WHEREAS, the City of Colleyville is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this Ordinance have been adhered to, including but not limited to the Open Meeting Act; and

WHEREAS, the purposes of this Ordinance are to promote the public health, safety, and general welfare of the citizens of the City of Colleyville and to ensure the humane treatment of animals by regulating the care and control of animals within the City.

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT Chapter 14 Animals of the City of Colleyville Code of Ordinances is hereby amended in its entirety and replaced by the following:

"Chapter 14 Animals"

Sec. 14-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal warden means any peace officer or police officer of the City, or any person appointed by the city manager to enforce this chapter, together with any deputy thereof.

At large means a dog that is not confined inside the owner's house or to the premises of

the owner by a suitable fence of such sufficiency to prevent the dog from escaping there from, or secured on such premises by a leash of sufficient strength to prevent the dog from escaping from the premises and so arranged that the dog will remain upon the premises when the leash is stretched to full length in any direction. Provided, however, that a dog shall not be considered "at large" when held and controlled by some person, or restrained by means of a leash or chain of proper strength and length to control the actions of the dog, or while confined within a vehicle.

City pound means and includes such area or portion of the city designated for the purpose of holding or restraining animals, and such other areas within or without the city, including veterinary hospitals, the Humane Society, or the pounds of other municipalities, as from time to time may be designated by the city manager.

Dog means a domesticated animal that is a member of the canine family.

Dangerous dog means a dog that:

- (1) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Dangerous wild animal as used in this chapter shall mean and include any mammal, amphibian, reptile, or fowl, which is not naturally tame or gentle, but is of a wild nature or disposition and which because of its size, vicious nature, or other characteristics, would constitute a danger to human life or property. Wild animals shall include, but shall not be limited to lion, tiger, ocelot, cougar, panther, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, wolf, coyote, fox, jackal, baboon, chimpanzee, orangutan, gorilla, alligator, crocodile, elephant, rhinoceros, non-descended skunks and all forms of poisonous reptiles and other animals or any hybrid of an animal listed in this subdivision.

Horse means any member of the species *Equus Caballus*.

Horse-drawn carriage means a chauffeured non-motorized vehicle drawn by a horse and used to transport persons for hire that typically operates in designated areas or on approved routes.

Secure enclosure means a fenced area or a structure that is:

- (1) locked;
- (2) capable of preventing the entry of the general public, including children;
- (3) capable of preventing the escape or release of a dog;
- (4) clearly marked as containing a dangerous dog; and
- (5) in conformance with the requirements for enclosures established by the animal warden.

Owner means any person who owns or has custody or control of the animal or animals.

Serious bodily injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Sec. 14-2. Running at large prohibited - Livestock.

It shall be unlawful for any person to allow or permit any cow, calf, steer, bull, bullock, heifer, or any sheep, goat, hog, horse, mule, jack or jennet owned or controlled by such person to run at large, or to be herded, in or upon any street or alley or in or upon any unenclosed vacant lot or common within the corporate limits of the city, or to stake out any of the abovementioned animals upon any unenclosed lot or any street or alley in the city limits.

Sec. 14-3. Running at large prohibited - Dogs and cats.

(a) *Prohibition.* No owner of any dog or cat shall permit such dog or cat to run at large within the corporate limits of the city.

(b) *Confinement of certain dogs and female dogs in heat.* No dog of fierce, dangerous, or vicious propensities, nor a female dog or cat in heat, shall be allowed upon any street, avenue, highway, alley, sidewalk, parkway, park or other public place in the city, whether or not such dog or cat is under control by means of a leash, chain or otherwise. Provided, however, that this subsection shall not apply to such dogs or cats when confined within a vehicle.

Sec. 14-4. Running at large prohibited - Fowl.

It shall be unlawful for any person to permit, suffer or allow any chickens, ducks, turkeys, geese or other fowl owned, kept or possessed by such person or under his control to run at large within the city.

Sec. 14-5. Running at large prohibited - Reptiles.

It shall be unlawful for any person to permit, suffer or allow any reptiles owned, kept or possessed by such person or under his control to run or be at large within the city.

Sec. 14-6. Disposition of animals running at large.

Any person is hereby authorized to take up any animal that may be found running at large in the corporate limits of the city. Any such animal picked up shall be surrendered to the animal warden upon demand.

Sec. 14-7. Impoundment - Disposition of unclaimed animals.

(a) Any impounded animal, other than a dog or cat, which is not redeemed within five days of capture and impoundment may be sold to the highest bidder at a public or private sale conducted at such time and place as may be designated by the city manager.

(b) Any impounded wild animal, unless there is reason to believe it has an owner, may be immediately destroyed in a humane manner. If not redeemed within three days of its capture and impoundment, any impounded wild animal and any impounded dog or cat may be destroyed in a humane manner.

Sec. 14-8. Impoundment - Fees.

Prior to any sale, the owner of any animal impounded may redeem such animal by paying the expense of taking up and keeping such animal together with the cost of advertising and fines, if any, plus an impounding fee of \$30.00.

Sec. 14-9. Impoundment - Owner's right of redemption.

After the sale of any impounded animal, such animal may be redeemed by paying to the purchaser double the amount bid by him for such animal, and his reasonable expenses for keeping the animal; provided, that the owner so redeems the animal within 30 days after the date of sale; otherwise, the animal shall become the absolute property of the purchaser.

Sec. 14-10. Vaccination of impounded animals.

All animals released to an owner from the pound shall be immediately vaccinated against rabies in accordance with the provisions of this chapter or the owner thereof shall present a veterinarian's certificate showing a current vaccination. In order for the owner of an animal not vaccinated and registered in accordance with the provisions of this chapter to obtain the release of the animal, such owner must sign a statement giving the name of the owner and the address where such animal shall be immediately confined, and stating that he will have the animal vaccinated in accordance with the provisions of this chapter. Such vaccination certificate shall be presented to the animal warden within ten days of release. Failure to have such animal immediately vaccinated and a certificate presented shall be grounds for immediate return of the animal to the

city pound and such animal may then be destroyed immediately or otherwise disposed of, and the failure to immediately comply shall constitute a misdemeanor. Refusal to show a certificate of vaccination shall constitute prima facie evidence of such failure to comply.

Sec. 14-11. Rabies - Quarantine.

If an animal has bitten or otherwise attacked a person, has rabies or symptoms thereof, or is suspected by the animal warden of having rabies, or has been exposed to rabies, upon demand of the animal warden or his deputies, it shall be impounded in the city pound or confined in a veterinary hospital at the owner's expense, for observation for a period of 14 days, or, upon the written consent of the person bitten or otherwise attacked or the person having custody of such person, such animal shall be immediately and securely confined with a good quality chain by the owner of such animal for a period of 14 days in a place where no person will be bitten by such animal. During such confinement, the animal shall be subject to examination by the animal warden or his deputies at any time. If the owner or the person having custody of such animal fails to deliver the animal to the animal warden upon demand, the animal shall be deemed a nuisance and subject to all remedies, both public and private, for the abatement of nuisances.

Sec. 14-12. Rabies - Veterinarians required to report cases to animal warden.

It shall be the duty of all practicing veterinarians to report to the animal warden all cases of rabies with which they come in contact or to which their attention has been directed. This report shall be made immediately upon diagnosis or suspicion of such cases of rabies.

Sec. 14-13. Nuisance by animal feces.

It is hereby declared to be unlawful for any owner, keeper or walker of any dog or cat to permit his dog or cat to discharge such animal's feces upon any public or private property within the city, other than the property of the owner of such dog or cat, if such owner, keeper or walker does not immediately thereafter remove and clean up such animal's feces from the public or private property. Additionally, no feces shall be allowed to accumulate on the property of the owners of such dog or cat such that it creates a nuisance to adjacent properties.

Sec. 14-14. Animal nuisances generally.

(a) *Noise disturbance.* No person shall willfully or knowingly harbor or keep on his premises or elsewhere any animal or fowl of any kind that makes or creates an unreasonable disturbance of the neighbors or the occupants of adjacent premises or people living in the vicinity thereof, or suffer or permit such animal to make or create disturbing noises by howling, barking, bawling, crowing or otherwise. A person shall be deemed to have willfully and knowingly violated the terms of this section if such person shall have been notified by the neighbors or the animal warden or any police officer of

such disturbance and shall have refused for a period of 24 hours to correct such disturbance and prevent its recurrence.

(b) *Odor nuisance.* It shall be unlawful for any person to maintain any animal or fowl in such a manner that residents of adjacent or nearby property are subjected to obnoxious odors.

(c) *Trespass, attack, property damage.* It shall be unlawful for any person to maintain any animal in any area which constitutes a nuisance by reason of repeated trespasses on public property, attacks on other animals, or damage to public or private property.

(d) *Conduct declared misdemeanor; enjoinder of nuisance.* In addition to the foregoing conduct constituting a misdemeanor, such conduct shall also be deemed a nuisance and may be enjoined in district court.

Sec. 14-15. Cruelty to animals and disposition.

(a) Chapter 821, Subchapter A, Texas Health and Safety Code (as it is now enacted, or as hereinafter amended) as it pertains to the treatment and disposition of cruelly treated animals is hereby incorporated into this section. A person commits an offense under this section if that person violates any requirements or standards provided therein.

(b) The court shall order the animal returned to the owner, upon payment of impoundment fees and spay or neuter fees at the court's discretion, if the court does not find that the animal's owner has cruelly treated the animal.

(c) Nothing in this section shall prevent a person from being prosecuted for cruelty to animals as provided by applicable sections of the Texas Penal Code.

(d) This section is not to be construed to prevent city employees from killing animals when entitled to do so by statutes of the state or any ordinance of the city then in effect.

Sec. 14-16. Interference with animal warden, agents.

It shall be unlawful for any person to interfere with the animal warden or his agents in the lawful discharge of duties.

Sec. 14-17. Dangerous dogs.

(a) *Requirements for owners of dangerous dogs.*

(1) Not later than the 30th day after a person learns that the person is the owner of a dangerous dog, the person shall:

- (i) register the dangerous dog with the animal control authority for the area in which the dog is kept;
 - (ii) restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure;
 - (iii) obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the animal warden for the area in which the dog is kept; and
 - (iv) comply with an applicable municipal or county regulation, requirement, or restriction on dangerous dogs.
- (2) The owner of a dangerous dog who does not comply with subsection (1) shall deliver the dog to the animal warden not later than the 30th day after the owner learns that the dog is a dangerous dog.
- (3) If the municipal court finds, after notice and hearing provided by subsection (d), that the owner of a dangerous dog has failed to comply with subsection (1) or (2), the court shall order the animal warden to seize the dog and shall issue a warrant authorizing the seizure. The warden shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions.
- (4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the dog.
- (5) The court shall order the animal warden authority to humanely destroy the dog if the owner has not complied with subsection (1) before the 11th day after the date on which the dog is seized or delivered to the animal warden. The court shall order the animal warden to return the dog to the owner if the owner complies with subsection (1) before the 11th day after the date on which the dog is seized or delivered to the authority.
- (6) The court may order the humane destruction of a dog if the owner of the dog has not been located before the 15th day after the seizure and impoundment of the dog.
- (7) For purposes of this section, a person learns that the person is the owner of a dangerous dog when:
- (i) the owner knows of an attack described subsection (g).

(ii) the owner received notice that a justice court, county court, or municipal court has found that the dog is a dangerous dog under;

(iii) the owner is informed by the animal warden that the dog is a dangerous dog under this section.

(b) *Determination that dog is dangerous.*

(1) If a person reports an incident described by subsection (g), the animal warden may investigate the incident. If the animal warden determines the dog is a dangerous dog, it shall notify the owner of that fact.

(2) An owner, not later than the 15th day after the date the owner is notified that a dog owned by the owner is a dangerous dog, may appeal the determination of the animal warden to the municipal court.

(c) *Reporting of incident.*

(1) A person may report an incident described by subsection (g) to the animal warden. The animal warden may order the owner of the dog to deliver the dog to the animal warden not later than the fifth day after the date on which the owner receives notice from the animal. The animal warden may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

(2) If the owner fails to deliver the dog as required by subsection (1), the court shall order the animal warden to seize the dog and shall issue a warrant authorizing the seizure. The warden shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.

(3) The court shall determine, after notice and hearing as provided in subsection (d), whether the dog is a dangerous dog.

(4) The court, after determining that the dog is a dangerous dog, may order the warden to continue to impound the dangerous dog in secure and humane conditions until the court orders disposition of the dog under subsection (b) and the dog is returned to the owner or destroyed. The court may require the owner to comply with additional restrictions that the court finds reasonable and proper.

(5) The owner shall pay a cost or fee assessed under subsection (b)(4).

(d) *Hearing.*

(1) The court, on receiving a request for a dangerous dog hearing shall set a time for a hearing to determine whether the dog is a dangerous dog or whether the owner of the dog has complied with subsection (b). The hearing must be held not later than the 30th day after the date on which the request is received by the municipal court.

(2) The court shall give written notice of the time and place of the hearing to:

- A. the owner of the dog or the person from whom the dog was seized, and
- B. the person who made the complaint.

(3) The owner or other person from whom the dog was seized must open the evidence and present competent evidence that the dog is not a dangerous dog under the ordinance.

(4) Any interested party, including the city attorney, is entitled to present evidence at this hearing.

(e) *Registration.*

(1) An animal warden for the area in which the dog is kept shall annually register a dangerous dog if the owner presents proof of:

- A. liability insurance or financial responsibility, as required by subsection (b);
- B. current rabies vaccination of the dangerous dog; and
- C. the secure enclosure in which the dangerous dog will be kept; and
- D. pays an annual registration fee of \$50.00.

(2) The animal warden shall provide to the owner registering a dangerous dog a registration tag. The owner must place the tag on the dog's collar.

(3) If an owner of a registered dangerous dog sells or moves the dog to a new address, the owner, not later than the 14th day after the date of the sale or move, shall notify the animal control authority for the area in which the new address is located. On presentation by the current owner of the dangerous dog's prior registration tag and payment of a fee of \$25.00, the animal warden shall issue a new registration tag to be placed on the dangerous dog's collar.

(4) An owner of a registered dangerous dog shall notify the office in which the dangerous dog was registered of any attacks the dangerous dog makes on people.

(f) *Attack by dangerous dog*

(1) A person commits an offense if the person is the owner of a dangerous dog and the dog makes an unprovoked attack on another person or domesticated animal outside the dog's enclosure and causes bodily injury to the other person or domesticated animal.

(2) An offense under this section is a Class C misdemeanor, unless the attack causes serious bodily injury or death, in which event the offense is a Class A misdemeanor.

(3) If a person is found guilty of an offense under this section, the court may order the dangerous dog destroyed by a person listed in section 14-8, subsection (c).

(4) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed \$10,000.00. A city attorney may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this subsection shall be retained by the county or municipality.

(g) *Violations.*

(1) A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with subsection (b).

(2) Except as provided by subsection (3), an offense under this section is a Class C misdemeanor.

(3) An offense under this section is a Class B misdemeanor if it is shown on the trial of the offense that the defendant has previously been convicted under this section.

(h) *Defense.*

(1) It is an affirmative defense to prosecution under subsection (g) or subsection (h) that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the dog in connection with that position.

(2) It is an affirmative defense to prosecution under subsection (g) or (h) that the

person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes.

(3) It is an affirmative defense to prosecution under subsections (g) and (h) that the person is a dog trainer or an employee of a guard dog company under Chapter 1702, Occupations Code.

Sec. 14-18. Dogs that are a danger.

(a) *[Seizure.]* Seizure of a dog causing death of or serious bodily injury to a person and/or domesticated animal.

(1) A justice court, county court, or municipal court shall order the animal control authority to seize a dog and shall issue a warrant authorizing the seizure:

A. on the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the dog has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person or domesticated animal; and

B. on a showing of probable cause to believe that the dog caused the death of or serious bodily injury to the person as stated in the complaint.

(2) The animal control authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

(b) *Hearing.*

(1) The court shall set a time for a hearing to determine whether the dog caused the death of or serious bodily injury to a person or domesticated animal by attacking, biting, or mauling the same. The hearing must be held not later than the 10th day after the date on which the warrant is issued.

(2) The court shall give written notice of the time and place of the hearing to:

A. the owner of the dog or the person from whom the dog was seized; and

B. the person who made the complaint.

(3) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.

(4) The court shall order the dog destroyed if the court finds that the dog caused the death of a person or domesticated animal by attacking, biting, or mauling the same. If that finding is not made, the court shall order the dog released to:

- A. its owner;
- B. the person from whom the dog was seized; or
- C. any other person authorized to take possession of the dog.

(5) The court may order the dog destroyed if the court finds that the dog caused serious bodily injury to a person or domesticated animal by attacking, biting, or mauling the same. If that finding is not made, the court shall order the dog released to:

- A. its owner;
- B. the person from whom the dog was seized; or
- C. any other person authorized to take possession of the dog.

(6) The court may not order the dog destroyed if the court finds that the dog caused the serious bodily injury to a person or domesticated animal by attacking, biting, or mauling the person or domesticated animal and:

A. the dog was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and:

(i) the enclosure was reasonably certain to prevent the dog from leaving the enclosure on its own and provided notice of the presence of a dog; and

(ii) the injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;

B. the dog was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;

C. the attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes;

D. the dog was defending a person from an assault or person's property from damage or theft by the injured person; or

E. the injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering; or

F. the domesticated animal was within the enclosure when the attack, bite, or mauling occurred.

(c) *Destruction of dog.* The destruction of a dog under this subchapter must be performed by:

(1) a licensed veterinarian;

(2) personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or

(3) personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

(d) *Provocation or location of attack irrelevant.* Except as provided by subsection (b)(5), this subchapter applies to any dog that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the dog was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

Sec. 14-19. Vaccination of dogs, cats, and household pets generally.

(a) All dogs, cats and other household pets three months of age or over within the city shall be immunized against rabies and be given a booster one year after the initial vaccination. Following the first two vaccinations, dogs, cats and other household pets can be vaccinated at either one-year or three-year intervals, depending on the type of rabies vaccine used.

(b) The metal tag provided for in subsection (a) of this section shall be securely fastened in some manner to the dog at any time the animal is not confined to the owner's property, and it shall be unlawful for any person to remove such metal tag from the dog.

(c) It shall be unlawful for any person within the city to own, keep, possess, harbor or allow to remain upon the premises under his control any animal without having such animal immunized against rabies as required by this section.

(d) It shall be unlawful for an animal establishment to sell, trade or give away any dog or cat, over three months of age, unless the dog or cat has been licensed and vaccinated as required by this chapter.

(e) The city shall comply with all sterilization laws as set forth in V.T.C.A., Health and Safety Code Ch. 828, as amended. A copy of the statute may be obtained from the animal warden.

(f) This section shall not apply to fish, birds, ungulates or any of the following animals: hamsters, guinea pigs, rabbits, rats, mice, gerbils, or any animal other than a dog or cat, which in the opinion of the licensed veterinarian would be endangered by a rabies vaccination.

Sec. 14-20. Registration of dogs and cats.

(a) No owner or harbinger of any dog or cat shall allow or permit such dog or cat within the city unless there is affixed thereto a valid current city registration tag displayed in accordance with subsection (c) of this section. A city registration tag shall be and remain current for one year from the date of issuance.

Upon request, the city shall issue dog and cat registration tags to members of the public and shall collect upon such issuance a fee of \$3.00 for each dog or cat. Prior to the issuance of the dog or cat registration tag, the owner or harbinger of the dog or cat shall present to the Animal Control Officer, deputy collector, or their duly appointed representative, a metal tag or certificate of vaccination demonstrating that a vaccination under section 14-18 has been administered to the dog or cat within the preceding six months.

(b) The annual city registration tag will be color coded to correspond to the year of registration. This tag shall be securely attached to a collar around the neck or to a harness around the neck or body of the dog or cat vaccinated. It shall be unlawful to remove this tag while valid without the owner's permission.

(c) For the purpose of facilitating the collection of annual registration fees and for the convenience of the general public, a duly licensed veterinarian may, upon request, be appointed a deputy collector. The duties of the deputy collector shall be to issue annual city registration tags under the provisions of this section. There shall be no compensation whatsoever by the city for this service. The deputy collector so appointed by the City shall be issued registration forms together with corresponding tags by the Animal Control Officer, which the deputy collector shall issue to residents of the city whose dogs or cats meet the requirements of this section. The deputy collector shall turn over to the City the monies so collected and report the licenses issued.

(d) The appointment of a deputy collector may be terminated by the city or by the

resignation of the deputy collector himself. Upon termination, such deputy collector shall turn over to the Animal Control Officer any unused registration tags not theretofore sold and issued. When the Animal Control Officer is satisfied that a proper accounting has been made, a letter shall be issued to the deputy collector advising him that he has complied with all the obligations assumed by virtue of his appointment.

Sec. 14-21. Livestock on property of others.

It shall be unlawful for any person to ride or allow any type of livestock upon the property of another within the city, except with the express consent of the owner or person in charge of such property obtained prior thereto.

Sec. 14-22. Animals, fowl and reptiles prohibited from municipal buildings without permit.

It shall be unlawful for any person to allow any animal, fowl, or reptile under such person's care and control to enter any municipal facility without permission from the city. This section shall not apply to support dogs used by handicapped persons.

Sec. 14-23. Animals and fowl prohibited in establishments selling food; exception.

It shall be unlawful for any person to allow any live animal or fowl to enter or remain inside any establishment in the city where food is sold, excepting support dogs.

Sec. 14-24. Destruction of certain animals.

Any animal impounded or found at large within the city may be destroyed by municipal employees upon determination that such animal has been injured or is sick and in such a state that its recovery is seriously in doubt or that such animal is sick and endangers the health of other animals or persons, or if such animal is suspected of having rabies, or manifesting a disposition to bite or attack when found at large.

Sec. 14-25. Sale of animals - Generally.

(a) It shall be unlawful for any person to sell, deliver, or promise to sell or deliver any animal in a public place or public right-of-way.

(a) For use in this section, *public place* means any property open or devoted to public use.

(b) It shall be unlawful to sell or deliver an animal with an illness known or should be known to the current owner, including, but not limited to, heartworm, rabies, and intestinal parasites.

(c) All merchants of animals shall otherwise maintain compliance under Chapter 70 of this Code.

Sec. 14-26. Keeping of dangerous wild animals in the city.

(a) Definitions.

Director means the director of the city's animal control office.

Owner means any person owning or having care, custody, possession or control of an animal.

Person means an individual or group of individuals acting in concert, a firm, partnership, association, corporation or other legal entity.

Regulated animal means a "dangerous wild animal" as that term is defined in Section 822.101 of the Texas Health and Safety Code as amended.

(b) Offense. A person commits an offense if he owns a regulated animal for any purpose in the city without holding a valid regulated animal permit issued for the animal under this ordinance.

(c) Permits and other requirements.

(1) The annual fees for a regulated animal permit are \$50.00 per animal not to exceed a total of \$500.00 per owner per year regardless of the number of animals owned by the person.

(2) A regulated animal permit is nontransferable and the permit fee is nonrefundable.

(3) A regulated animal permit is valid for one year from the date of issuance.

(4) An applicant for a regulated animal permit shall file an application with the director on a form provided for that purpose. The application must include:

A. The name, address, and telephone number of the applicant.

B. A complete identification of each regulated animal kept in the city, including species, sex, age (if known), and any distinguishing marks or coloration that would aid in the identification of the animal.

C. The exact location where each regulated animal is to be kept; and

D. Any other information the director determines necessary to the enforcement and administration of this section.

- (5) An application for a regulated animal permit must be accompanied by:
- A. The applicable regulated animal permit fee set forth in subsection (1);
 - B. Proof, in a form acceptable to the director, that the applicant has the liability insurance required in subsection (6); and
 - C. If the applicant holds license issued by the United States Secretary of Agriculture under the Animal Welfare Act (7 U.S.C. § 2131, et seq.) as amended, a clear and legible photocopy of the license.
- (6) An owner of a regulated animal shall maintain liability insurance acceptable to the city, in an amount of not less than \$100,000.00 for each occurrence, which provides coverage for any damage to or destruction of property, and for any death or bodily injury to a person, caused by the regulated animal.
- (7) An owner of a regulated animal shall, at all reasonable times, allow the director or a designated licensed veterinarian to enter the premises where the animal is kept and to inspect the animal, the animal's enclosure, and the owner's records relating to the animal to ensure compliance with this section.
- (8) An owner of a regulated animal may not permanently relocate the animal to another location in the city unless the owner first notifies the director in writing of the exact location to which the animal will be relocated.
- (9) Within ten days after the death, sale, or other disposition of a regular animal, the owner of the animal shall notify the director in writing of that event.
- (10) An owner of a regulated animal shall immediately notify the director of any attack on a human by the animal and of any escape by the animal.
- (11) An owner of a regulated animal that escapes is liable for all costs incurred in apprehending and confining the animal. The city, the director, and any law enforcement agency and their employees and agents are not liable to an owner of a regulated animal for damages arising in connection with the escape of the animal, including any liability for damage, injury, or death caused by the animal during or after its escape, or for injury to or death of the animal resulting from the apprehension or confinement of the animal after its escape.
- (12) The director shall establish caging requirements and standards for the keeping and confinement of a regulated animal to ensure that the animal is kept and confined in a manner that:

- A. Protects and enhances the public's health and safety.
- B. Prevents escape by the animal; and
- C. Provides a safe, healthy, and humane environment for the animal.

The caging standards established by the director shall, at a minimum; meet those established by the Texas Board of Health pursuant to the requirements of Section 822.111 of the Texas Health and Safety Code.

(13) An owner of a regulated animal shall keep and confine the animal in accordance with the caging requirements and standards established by the director.

(14) For each regulated animal, the owner shall comply with all applicable standards of the Animal Welfare Act (7 U.S.C. § 2131, et seq.), as amended, and with regulations adopted under that Act relating to:

- A. Facilities and operations;
- B. Animal health and husbandry; and
- C. Veterinary care.

(15) The director shall deny issuance of a regulated animal permit if the applicant:

- A. Makes a false statement of material fact on an application for a regulated animal permit;
- B. Is not in compliance with this chapter;
- C. Is not in compliance with any conditions of the permit or any rules established by the director relating to the regulated animal;
- D. Has had a regulated animal permit revoked by the director within the preceding 12 months; or
- E. Intentionally or knowingly impeded a lawful inspection by the director or the director's authorized representative.

(16) The director shall revoke a regulated animal permit if the director determines that the permit holder has:

- A. Made a false statement of material fact on an application for a regulated animal permit;
- B. Violated a provision of this chapter;
- C. Violated a condition of the permit or a rule established by the director relating to the regulated animal; or
- D. Intentionally or knowingly impeded a lawful inspection by the director or the director's authorized representative.

(d) *Violations, criminal and civil penalties.*

- (1) A person who violates a provision of this chapter or who fails to perform an act required by him by this chapter commits an offense.
- (2) A person violating a provision of this chapter commits a separate offense for each animal for which a violation is committed.
- (3) A person violating a provision of this chapter commits a separate offense for each day or part of a day during which a violation is committed, continued, or permitted.
- (4) A culpable mental state is not required for the commission of an offense under this chapter.
- (5) Unless specifically provided otherwise in this chapter, an offense under this chapter is punishable by a fine not to exceed \$500.00.
- (6) Prosecution for an offense under subsection (1) does not prevent the use of civil enforcement remedies or procedure applicable to the person charged with or the conduct involved in the offense.
- (7) In addition to imposing a criminal penalty, the city may, in accordance with Section 54.012(5) of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000.00 for each day or portion of a day during which said violation is committed, continued, or permitted.

(e) *Additional enforcement provisions.*

(1) In addition to imposing a monetary penalty against a person convicted of an offense under this chapter, a court may do one or more of the following:

- A. Order the impoundment of any animal owned by the person, forfeit the person's ownership of the animal, and award the animal to the city.
- B. Suspend the person's right to own an animal in the city for a period of time as specified by the court.
- C. Impose any other conditions or restrictions that would reasonably abate the violation for which the person was convicted.

(2) The city attorney or any resident of the city may sue an owner of a dangerous wild animal to enjoin a violation of this chapter or to enforce this chapter.

(f) *Defense to prosecution.* It is an affirmative defense to prosecution under subsection (d)(1) that the person is exempt from the applicability of Subchapter E, Chapter 822 of the Texas Health and Safety Code as set forth in Section 822.102(a) of the Texas health and Safety Code.

Sec. 14-27. Commercial horse-drawn carriages.

(a) The city shall maintain the exclusive authority to grant a permit to one or more entities or companies to provide horse-drawn carriage service within certain defined locations in the city and pursuant to the terms and conditions of said permit. The conditions for granting a horse-drawn carriage permit are as follows:

(1) The chief of police, hereafter referred to as chief, shall be responsible for the issuance of any horse-drawn carriage permit and implement and enforce this section and may, by written order, establish such rules or regulations, not inconsistent with this section, as the chief determines are necessary to discharge any duty under this section.

(2) In order to obtain a horse-drawn carriage permit, a person must submit a request in writing to the chief. The applicant must be the person who will own, control, or operate the proposed horse-drawn carriage service. The written request shall contain the following:

- A. the name, address, and verified signature of the applicant;
- B. a description of the proposed service, including routes, rates or fares to be charged and schedules, where applicable;

C. documentary evidence from an insurance company indicating a willingness to provide liability insurance if required by the chief;

D. such additional information as the applicant desires to include to aid in the determination of whether the requested horse-drawn carriage service should be granted; and

E. such additional information as the chief considers necessary to assist or promote the implementation or enforcement of this chapter or the protection of the public safety.

(3) The annual fee for a horse-drawn carriage permit shall be \$250.00.

(4) The chief may deny any permit request for a horse-drawn carriage service that does not conform to the provisions of this section and, additionally, may deny a permit request that, if approved, would be deemed to create a threat to public health and safety.

(5) Upon denial of a horse-drawn carriage permit request, or revocation of an existing horse-drawn carriage permit, the applicant, or owner of the horse-drawn carriage service may appeal the denial, or revocation, to the city manager for reconsideration.

(b) No "walk-up" fares shall be charged to individuals who ride in a horse-drawn carriage.

(c) The following are the requirements for horses used in the service of a horse-drawn carriage:

(1) A horse must be appropriately shod to work on paved streets;

(2) A horse must not have any open wound, oozing sore, cut below skin level, or bleeding wound;

(3) A horse must not have evidence of lameness, such as but not limited to head bobbing or irregular rhythm;

(4) A horse must be offered not less than five gallons of drinking water at least every two hours;

(5) A horse must have at least a ten-minute rest period after every 50 minutes worked;

- (6) A horse must not work longer than eight hours in a 24-hour period with a minimum of 12 hours rest;
 - (7) A horse must have all harnesses properly fitted and in good repair with no deficiencies that could reasonably be deemed a safety hazard;
 - (8) A horse must be properly cleaned with no offensive odors or caked dirt or mud;
 - (9) A horse must wear a special sanitary device for containing animal excrement;
 - (10) A horse must not work when the outside temperature exceeds 99 degrees Fahrenheit, is at or below 30 degrees Fahrenheit, or the thermal heat index exceeds 150 [degrees], as measured by the National Weather Service at Dallas/Fort Worth International Airport; and
 - (11) A horse must have been examined within the previous six months by a veterinarian licensed by the State of Texas who specializes in equine medicine and receive a state certificate of veterinarian inspection, which must be submitted to the chief upon request.
- (d) The chief or any police officer may require the holder or driver of a horse-drawn carriage to remove from service any horse that appears to be ill, overtired, undernourished, overloaded, injured, or lame or whose health or life, in the opinion of a veterinarian or qualified equine animal services officer, is in imminent danger. To reinstate a horse removed from service, the horse must be re-examined and a new state certificate of veterinarian inspection issued for the horse by a veterinarian licensed by the State of Texas and specializing in equine medicine, which certificate must be submitted to the chief.
- (e) A person commits an offense if he harasses or startles, or attempts to harass or startle, any horse while the horse is pulling a carriage or at rest or otherwise treats a horse inhumanely while it is working in a non-motorized passenger transport service.
- (f) The trailer used to transport the horse and carriage shall not be parked on any city right-of-way such that the flow of vehicular traffic is impeded, or it poses a threat to public safety.
- (g) For purposes of this section, a horse is considered to be working any time it is on a public street or sidewalk, or other public right-of-way.
- (h) The driver of a horse-drawn carriage shall adhere to the following rules of conduct:
- (1) Act in a reasonable, prudent, and courteous manner;

- (2) Maintain a sanitary and well-groomed appearance;
 - (3) Not consume an alcoholic beverage, drug, or other substance that could adversely affect the driver's ability to operate a horse-drawn carriage;
 - (4) Not permit a person other than another employee of the horse-drawn carriage to operate a vehicle under the driver's control;
 - (5) Not permit a person on the back of a horse when under the driver's control;
 - (6) Not leave a horse untethered and unattended except when confined to a stable or other enclosure;
 - (7) Not permit a horse to drop excrement from its diaper at any time; and
 - (8) Clean any excrement dropped from a horse.
- (i) A holder or driver shall, at all times, provide and maintain in good operating condition the following equipment for each horse-drawn carriage:
- (1) Head lights;
 - (2) Tail lights;
 - (3) Flashing lights;
 - (4) A braking system;
 - (5) Rubber on all wheels;
 - (6) A "slow moving vehicle" sign attached to the rear of the vehicle;
 - (7) A copy of this chapter of the Code;
 - (8) Any other equipment required to comply with all applicable federal and state laws; and
 - (9) Any other special equipment that the chief determines to be necessary for the service to be operated.
- (j) A holder or driver of a horse-drawn carriage shall, at all times, keep each carriage clean and free of refuse and in safe operating condition.

(k) A horse-drawn carriage must not have any cracks, broken or missing parts, or other visible damage. All wheels must be firmly attached to the hub of a vehicle and all springs, axles and supporting structures of each vehicle must be intact.

(l) Officers of the police department shall assist in the enforcement of this section. A police officer upon observing a violation of this section shall take necessary enforcement action to insure effective regulation of a horse-drawn carriage.

(m) Any appeal to the provisions of this section shall be considered and acted upon only by the City Council, unless stated otherwise.

(n) A person commits an offense if he violates or attempts to violate a provision of this chapter applicable to the person. A separate offense is committed each day during which an offense occurs. An offense committed under this chapter is punishable by a fine of not more than \$500.00.

(o) Prosecution for an offense under subsection (n) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.

Sec. 14-28. Animal Protection

(a) Animals in motor vehicles:

(1) No person shall leave any animal in any standing or parked vehicle in such a way to endanger the animal's health, safety or welfare.

(2) An animal services officer or police officer is authorized to use reasonable force to remove the animal from the vehicle whenever it appears that the animal's health, safety or welfare is or will be endangered if the owner of the vehicle cannot be located after reasonable attempts.

(3) The animal shall be taken to the shelter or to a veterinarian if the animal is in distress. A written notice bearing the name of the officer removing the animal, a telephone number where he can be contacted, and the location where the animal may be claimed by the owner shall be attached to the vehicle.

(4) Any person violating this section shall bear the full cost and expense incurred by the city in the care, medical treatment, impoundment cost and disposal of said animal, including removal from and damage done to the vehicle.

(b) Removal of animal in immediate danger: Any animal observed at any location by a police officer or animal services officer or other officer designated by the city manager that is deemed to be in immediate danger may be removed from such situation by the quickest and most reasonable means available.

Sec. 3. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed \$500.00 and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Sec. 4. 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.

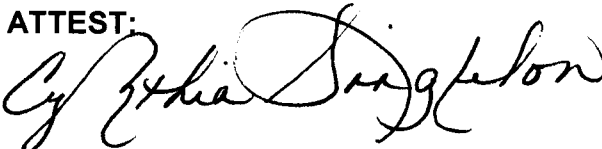
Sec. 5. THAT the effective date of this ordinance shall be immediate upon its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 7th day of December 2010.

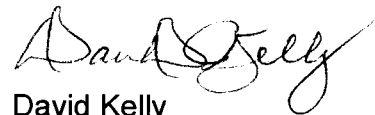
The second reading and public hearing being conducted on the 14th day of December 2010.

ATTEST:



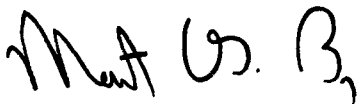
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

ORDINANCE O-14-1923

AMENDING THE CITY OF COLLEYVILLE CODE OF ORDINANCES, CHAPTER 14-ANIMALS, REPEALING IN ITS ENTIRETY, ORDINANCE O-10-1787; AMENDING CHAPTER 102-VEHICLES FOR HIRE, BY ADDING SEC. 102-31 – COMMERCIAL HORSE DRAWN CARRIAGES; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville is authorized to adopt ordinances to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City of Colleyville has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

WHEREAS, the City of Colleyville is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purposes of this ordinance are to promote the public health, safety, and general welfare of the citizens of the City of Colleyville and to ensure the humane treatment of animals by regulating the care and control of animals within the City.

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT Chapter 14-Animals of the City of Colleyville Code of Ordinances is hereby amended in its entirety and replaced by the following:

Chapter 14 - ANIMALS, FOWL, INSECTS, AND REPTILES

Sec. 14-1. - Definitions.

The following words and phrases, for the purpose of this chapter, shall have the following meanings:

Adequate fencing. A fence, which contains livestock, or any other animal upon the owner's or occupier's property, and prevents same from escaping.

Animal. Unless otherwise stated, includes any living creature including, but not limited to, dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl, and livestock, but specifically excluding human beings.

Animal control authority. Means a municipal or county animal control officer with authority over the area in which the animal is kept or the county sheriff in an area that does not have an animal control office.

Animal Control Officer. The person or persons designated by the chief of police to represent and act for the City in the impoundment of animals, controlling of stray animals, and as otherwise required in this chapter.

Animal shelter. Colleyville, Keller, Southlake Regional Animal Services and Adoption Center, 330 Rufe Snow Drive, Keller, Texas.

At large. An animal that is not confined to the premises of its owner; inside the house or other enclosure, by a containment device of sufficient strength and/or height to prevent an animal from escaping therefrom, or secured on said premises by a leash of sufficient strength to prevent the animal from escaping from said premises, and so arranged that the animal will remain upon said premises when the leash is stretched to full length in any direction. An animal shall not be considered "at large" when held and controlled by some person by means of a leash or chain of proper strength and length to control the action of the animal, or while confined within a vehicle.

Auction. Any place or facility where animals are bought, sold, or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Cats. The word "cats" when used herein shall mean cats of all ages, both male and female.

Collar. Any neck restraint constructed of nylon, leather, or similar material, specifically designed to be used for an animal.

Custodian. A person or agency, which feeds, shelters, harbors, owns, has possession or control of, or has the responsibility to control an animal.

Dangerous Animal. (A) makes an unprovoked attack on a person or animal that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or (B) commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a person or animal.

Dogs. The word "dogs" when used herein shall mean dogs of all ages, both male and female.

Exotic animals. Any animal not normally considered domesticated including, but not limited to, nonvenomous snakes, nonvenomous lizards, or any other wild animal not capable of doing serious bodily harm to humans as determined by the City.

Fee ordinance. The Colleyville Code of Ordinances, Chapter 2-Administration, Article II – Finance, Section 2-16 – Fees and Charges, as published or amended by ordinance.

Fowl. Chickens, turkeys, pheasant, peacocks, quail, geese, ducks, or similar feathered animals, regardless of age, sex or breed.

His, He, Him: Masculine gender of wording used throughout this ordinance shall always be defined and interpreted to mean either sex.

Livestock. Horses, mules, donkeys, cattle, goats, sheep, Asian potbellied pigs, swine, ostriches, emus, and llamas, regardless of age, sex, or breed.

Local Rabies Control Authority (LRCA). The officer designated by the municipal or county governing body under the Texas Health and Safety Code, §826.017.

Nuisance. Whatever is dangerous to human life or health. Whatever renders the ground, the water, the air, or food, a hazard or injury to human life or health, or that is or threatens to become, detrimental to the public health, or contributes to urban blight or decay.

Owner. Any person who has care, custody, and control of any animal, harbors or keeps any animal in his possession, or who permits any animal to remain on, or about, his premises.

Pet shop. Any person, partnership, or corporation, whether operated separately or in connection with another business enterprise, except a licensed kennel, that buys, sells, or boards any species of pets.

Possession. Actual care, custody, control, or management of a certain animal.

Premises. (A) A parcel of land (one (1) or more contiguous lots) owned, leased, or controlled by one (1) or more persons; or (B) A building or part of a building.

Prohibited animals or hazardous animal. Any animal not normally considered domesticated and capable of (or inclined to do) serious bodily harm to humans or other animals, or fowl as determined by the City. These animals include, but are not limited to, any venomous lizard, snake, boa constrictor, python, emperor scorpion, bat, raccoon, skunk, fox, bear, elephant, kangaroo, non-human primate, including monkey and chimpanzee, antelope, deer, wolf, or wolf-hybrid, lion, tiger, ocelot, bobcat or any other large cat, alligator, crocodile, feral swine, and their allies.

Properly fitted. With respect to a collar, a collar that measures the circumference of an animal's neck plus approximately one inch.

Restraint. A chain, rope, tether, leash, cable, or other device that attaches an animal to a stationary object or trolley system.

Secure enclosure. Means a fenced area or structure that is:

- (1) Locked;
- (2) Capable of preventing the entry of the general public, including children;
- (3) Capable of preventing the escape or release of the animal; and
- (4) Clearly marked as containing a dangerous animal.

Stray Animal. An animal, which is not on a leash, or enclosed in an adequately fenced yard, or secure enclosure.

Vaccination. An injection of any vaccine for rabies approved by the state veterinarian and administered or supervised by a licensed veterinarian.

Sec. 14-2. - Animals in residential areas; limitations.

- (a) The owner and any person having control over any animal or fowl shall keep the same confined within a building or adequate fencing at all times.
- (b) It shall be unlawful to permit any animal to:
 - (1) Roam, wander upon or remain upon any public property or street, while unattended by the owner or person having control; or

- (2) Go upon or remain upon any private property without the consent of the owner of the property.
- (c) Any owner or person having control of any animal or fowl shall keep all hay, grain and feed used in connection with the maintenance thereof enclosed in such manner that the same is not accessible to rats, flies, mosquitoes or other rodents or insects.

Sec. 14-3. - Vaccination required before license issued.

- (a) All dogs and cats within the City, four (4) months of age or older, shall be licensed yearly; however, before the license shall be issued, the owner of the dog or cat must present to the Animal Shelter or at Colleyville Justice Center, a certificate from a licensed veterinarian showing that said dog or cat has been vaccinated within the preceding 12 months with a one-year serum, or within the preceding 36 months with a three-year serum. Such vaccination certificate shall reflect the name of the owner, his address, a description of the dog or cat, the date of the vaccination, the number of the vaccination tag, and the kind of vaccination used. The veterinarian shall provide the owner with a metal tag, on one (1) side of which is stamped the words "Vaccinated Against Rabies", the date of the vaccination, veterinarian, business name, and control number. This tag shall be securely attached to the collar or harness of the dog or cat at all times, and will aid in the identification of the animal.
- (b) To aid in identification of the pet owner and return of the animal in the event of impoundment, all dogs and cats must be licensed and registered with the City. Upon presentation of a certificate of vaccination and a completed application for a license to the Animal Shelter or at Colleyville Justice Center, an animal control officer will file the application and certificate for retention by the animal control officer and issue the owner of the dog or cat a metal City Tag to be securely attached to the collar or harness of the dog or cat. The tag must be worn at all times. If the original current registration tag is lost or destroyed, the owner must obtain a duplicate by paying a fee. Registration shall be renewed annually. If there is a change in ownership, the new owner shall have the registration transferred to his name within ten (10) days. All fees for registration, duplicate tags, and registration transfer shall be the fees designated by the City of Colleyville fee ordinance.

- (c) It shall be unlawful for any person within the City to own, keep, possess, harbor, or allow to remain upon the premises under his control any dog or cat without having proof that such animal is immunized against rabies as required by this section.
- (d) This section shall not apply to fish, birds, ungulates, or any of the following list of animals: hamsters, guinea pigs, rabbits, rats, mice, gerbils, or any animal other than a dog or cat, which in the opinion of the licensed veterinarian would be endangered by rabies vaccination.

Sec. 14-4. - Animals running at large.

Any person owning, possessing, or keeping an animal or animals within the City, whether vaccinated or unvaccinated, licensed or unlicensed, shall not allow such animal or animals to be at large within the city limits of the City of Colleyville.

Sec. 14-5. - Impounding of animals.

The animal control officer shall take into custody any domestic animal found at large in the City, and shall impound the animal in the Animal Shelter. Such impounded animal shall be held for a period of three (3) days, and at the end of that time, if the animal has not been redeemed, and the proper fee paid as described herein, the animal may be adopted or disposed of in a humane and proper method. Every reasonable effort by the animal control officer, to include but not limited to, contacting the impounded animal owner by telephone, email, or any other available means of contact will be made.

Sec. 14-6. - Authority to kill, impound, or destroy animals.

The animal control officer shall have the authority to do the following:

- (a) Kill an animal, which poses an imminent danger to a person or property and a real or apparent necessity exists for the destruction of the animal.
- (b) Impound an animal, which is diseased and endangers the health and welfare of another animal or person.
- (c) Destroy an impounded animal if the animal control officer determines that recovery of the animal is doubtful due to injury or disease.

Sec. 14-7. - Impoundment fees; dog or cat.

- (a) The owner of an impounded animal shall pay a fee to redeem such animal from the City. The fee is designated within the fee ordinance.
- (b) Any person claiming a dog or cat that has not been vaccinated or fails to have proof of vaccination within the last year may be cited for failing to vaccinate under Section 14-3. Before the release of the dog or cat, the owner shall sign a promise in writing that the dog or cat will be vaccinated for rabies immediately upon release from the Animal Shelter. The animal control officer shall keep such statement on file until receiving proof of vaccination.
- (c) If an owner does not redeem an animal within the time-period set forth in Section 14-5, the animal shall be subject to adoption or other disposition. Any animal that is subject to adoption shall meet all the procedures set forth in Section 14-12, including payment of fees, vaccination, and alteration by spaying or neutering, as required.

Sec. 14-8. - Prohibited animals or hazardous animal.

- (a) No person or entity shall be allowed to keep, display, or exhibit any prohibited animal or hazardous animal within the City, or allow such activity to occur, except as provided by this section.
- (b) A temporary permit may be issued to temporarily house and display a prohibited animal or hazardous animal for educational purposes, provided the following conditions are met:
- (c) No person or entity shall be allowed to keep, display, or exhibit any prohibited animal or hazardous animal without first registering the animal with the animal control authority.

(1) Application

- a. **Deadline.** An application for that purpose must be submitted to the animal control authority no less than ten (10) working days prior to the intended time for the exhibit;
- b. **Contents of application.** The application form shall include the name, address, email address, and telephone number(s) of the applicant; the applicant's ownership interest in the animal and the educational display or program; the proposed location and duration of the educational display or program, and the name, address, and telephone number(s) of the owner or lessee of that location; a general description of the animal, including age, date-of

birth if known, the classification of the animal, and a description of the confinement plan; and any information about the vicious or dangerous propensities of such animal, including any prior history of any incidents; and a description of the exhibit or program, including any confinement plan and housing arrangements for the animal.

- (2) Insurance. Applicant must have liability insurance and must provide proof of liability insurance coverage or financial responsibility in an amount of at least \$250,000, which amount may be increased if needed to cover damages, injury, or death resulting from the animal(s), to be in effect during the duration of the temporary permit.
- (3) Approval. Approval of the application for a temporary permit and its duration is within the sole discretion of the city manager or designee.
- (4) Terms of permit. The applicant must abide by all terms of the permit.
- (5) Revocation of permit. The permit may be revoked if it is determined that the applicant did not fully and truthfully disclose all required information, or if the applicant does not abide by the terms of the temporary permit, or if it is reasonably necessary to protect against an immediate threat or danger to the public health or safety.

Sec. 14-9. - Impoundment fees for livestock, fowl, or prohibited animals.

The animal control officer may use a collection and holding service franchised with the City of Keller or a Tarrant County Constable to collect and hold livestock, fowl, or prohibited animals found at large. The owner of any impounded livestock, fowl, or prohibited animal shall pay whatever fee as may be charged by the City of Colleyville fee ordinance and/or Tarrant County in order to redeem livestock, fowl, or prohibited animals, from the County.

Sec. 14-10. - Euthanasia.

If the lawful owner of an animal requests euthanasia, the owner must first sign the required forms before destruction.

Sec. 14-11. - Deadly force.

Deadly force may be used against any animal presenting an imminent risk of death or serious bodily injury. Usage of non-deadly force methods to control

an animal, such as apprehension or tranquilizing, shall not be required if such methods would add to or prolong the risk of death or serious bodily injury to persons or animals.

Sec. 14-12. - Adoption.

A person who desires to adopt an animal from the Animal Shelter shall:

- (1) Pay an adoption and alteration fee as designated by the Colleyville, Keller, Southlake Regional Animal Services and Adoption Shelter; and
- (2) Pay any license fee if required; and
- (3) Have the animal vaccinated for rabies, (when required) within five (5) days after adoption; and
- (4) Have the animal spayed or neutered within fourteen (14) days after adoption, providing the animal is of the proper age for such procedure; and
- (5) Any person desiring adoption shall also sign a promise in writing that the animal will be vaccinated and spayed or neutered within the time periods as outlined in Subsections (3) and (4).

The animal control officer shall make the final determination whether an animal is healthy enough for adoption. However, such a decision by the animal control officer to permit adoption of a particular animal shall not constitute a warranty, expressed or implied, of the health or age of the animal.

Sec. 14-13. - Report of rabies cases required; confinement of dog, cat, or other animal.

- (a) It shall be the duty of the owner, custodian or veterinarian to report to the Colleyville, Keller, Southlake Regional Animal Services all cases of rabies or suspected rabies which the owner, custodian or veterinarian knows or should know. Any animal that has or is suspected of having rabies, that has symptoms of rabies, has been exposed to rabies or some other facts suggest that rabies is a concern in regard to the animal shall be quarantined as required by law and direction of the designated LRCA for Colleyville, Keller, Southlake Regional Animal Services

Sec. 14-14. - Confinement required of a dog, cat or other animal that has bitten a person.

- (a) When an animal has bitten, scratched, or otherwise attacked a person, that person or anyone having knowledge of such incident, shall immediately notify the Colleyville, Keller, Southlake Regional Animal Services, and such animal shall be confined in the Animal Shelter or at a veterinary hospital for a period of not less than ten (10) nor more than thirty (30) days, as specified by Colleyville, Keller, Southlake Animal Services.
- (b) If, after the confinement period, the owner fails to pick up the animal, the owner may be informally given a courtesy notice by the City by telephone or email and shall be formally notified by the City by either certified mail, personal delivery, or other method designed to provide notice to the owner as well as proof of such notice. The owner may be granted five (5) additional days to pick up the animal at a charge as indicated in the fee ordinance. Five days after the end of the confinement period, if the animal is not picked up by the owner, the Animal Control Officer may place the animal for adoption or other form of disposition of the animal, pursuant to the terms of this Chapter.
- (c) At the option of the Animal Control Officer, and if all conditions of state law, as currently exist, or as may be amended, and regulations are met, the Animal Control Officer may allow for home quarantine, so long as all conditions required by the Animal Control Officer are met. If all conditions are not met, the Animal Control Officer may require that the animal be brought to the animal shelter, or a veterinarian for the remainder of the quarantine period.

Sec. 14-15. - Quarantine fee.

The owner of any dog, cat or other animal held in quarantine for observation purposes shall be charged a quarantine fee as designated in the fee ordinance. This fee is in addition to any impoundment fee(s).

Sec. 14-16. - Dangerous dogs or animals; procedures and hearing.

- (a) *Report of attack.* The animal control officer may receive a report concerning a dog or animal, which has bitten or attacked a human or animal. A complainant, who wishes the matter be heard, must file with the Colleyville-Keller Municipal Court, a written sworn complaint that must contain the following known information:

- (1) Name, address, and telephone number of the complainant and any other witnesses;

- (2) Date, time, and location of incident(s);
 - (3) A complete description of the dog or animal (breed, if known, as well as color and size);
 - (4) Name, address, and telephone numbers of owners, if known, or the premises where the dog or animal is located;
 - (5) A statement that the dog or animal has bitten or attacked a person or animal;
 - (6) A statement that the dog or animal has exhibited vicious propensities in its past conduct; and
 - (7) Any other facts and circumstances relating to the incident.
- (b) *Procedure after complaint is filed:* After a sworn affidavit (complaint) is filed, Colleyville, Keller, Southlake Regional Animal Services shall investigate the complaint to determine if the dog or animal is dangerous.
- (1) Animal Service Findings. Colleyville, Keller, Southlake Regional Animal Services (animal services) shall make a finding regarding whether or not the dog or animal is dangerous. If the dog or animal is found to be dangerous, animal services shall notify the owner of the determination, by personal service, or certified mail – return receipt request. The notification will advise the owner of the right to appeal and will require that the owner perform the following requirements within 30 calendar days from receipt of the notice:
 - a. Register the dangerous dog or animal with Colleyville, Keller, Southlake Regional Animal Services;
 - b. Restrain the dangerous dog or animal at all times on a leash, in the immediate control of an adult, who is at least seventeen (17) years of age, or in a secure enclosure;
 - c. Obtain and provide proof to the Colleyville, Keller, Southlake Regional Animal Services of liability insurance coverage, or provide proof of such liability insurance or proof of current financial responsibility, in an amount of at least one hundred thousand dollars (\$100,000) to cover damages resulting from an attack by the dangerous dog or animal causing bodily injury or other damage to a person;

- d. Post on all fences that face public areas, signs that state in bold letter "DANGEROUS ANIMAL." All signs must be obtained from and approved by the Colleyville, Keller, Southlake Regional Animal Services;
 - e. Require that the dangerous dog or animal wear an orange collar and red tag at all times. All collars and tags must be obtained from and approved by Colleyville, Keller, Southlake Regional Animal Services.
- (2) Appeal of determination. The owner of a dangerous dog or animal may appeal animal services determination to the Colleyville-Keller Municipal Court no later than the fifteenth (15th) calendar day after being notified of the animal services determination. The municipal court of respective jurisdiction shall conduct a hearing within fifteen (15) days, to determine if the dog or animal is dangerous. At such hearing, the municipal court may receive testimony concerning the incident under investigation, and/or consider the affidavits and/or complaints on file, to determine if the dog or animal is dangerous. If the dog or animal is found dangerous, the municipal court shall, for the protection of the public health, safety, and welfare of the community, mandate compliance with Subsection (b) (1) a., b., c., d., and e.; determine whether the dog or animal should be removed from the corporate city limits of Colleyville, Keller or Southlake, humanely destroyed by animal services, a veterinarian, or released to an animal rescue organization.
- (3) Procedure when no appeal.
- a. If the owner of the dangerous dog or animal does not comply with Subsection (b) (1) a., b., or c. above, within thirty (30) calendar days of being notified the animal has been found dangerous, nor has appealed pursuant to Section (b) (2) above, the owner shall surrender the animal to the Colleyville, Keller, Southlake Regional Animal Services. If the owner does not surrender the animal, then the animal control officer shall obtain from the presiding municipal court, a warrant, authorizing the animal control officer to seize the animal. Thereafter, the animal control officer shall seize the animal, or order its seizure, and provide a secure and humane place for the impoundment of the animal.

- b. If the owner complies with subsection (b) (1) a., b., and c., above, before the eleventh (11th) day on which the dangerous dog or animal was seized or was surrendered to the animal control officer, the presiding municipal court shall order the return of the dangerous dog or animal.
 - c. If the owner has not complied with subsection (b) (1) a., b., and c., above, before the eleventh (11th) day on which the dangerous dog or animal was seized or surrendered to the animal control officer, the presiding municipal court shall, for the protection of the public health, safety, and general welfare of the community, determine whether the animal should be removed from the corporate City limits of the City, humanely destroyed by the animal control officer, a veterinarian, or released to an animal rescue organization.
- (c) The owner of an impounded dangerous dog or animal shall be held responsible for any cost or fee assessed by the City related to the seizure, impoundment, and destruction of the dangerous dog or animal.

Sec. 14-17. - Failure to release or remove dog or animal.

A person commits an offense if he knowingly possesses and fails to release to the animal control officer a dog or animal that has been charged by sworn affidavit as provided in Section 14-16 "Dangerous dogs or animals; procedures and hearing". A person commits an offense if the person knowingly possesses and fails to remove a dog or animal determined to be dangerous under Section 14-16 "Dangerous dogs or animals; procedures and hearing" from the corporate limits of the City.

Section 14-16 specifies notification process consisting of notifying the owner by personal service or certified mail – return receipt requested, or by order of the presiding municipal court.

Sec. 14-18. - Public nuisances.

No person shall willfully or knowingly keep or harbor on his premises or elsewhere any animal, livestock, or fowl of any kind that makes or creates an unreasonable disturbance to the neighbors or the occupants of adjacent premises or persons living in the vicinity thereof. Unreasonable disturbance includes, but is not limited to, animal making or creating prolonged noises by howling, barking, bawling, or otherwise. It shall create a presumption that a person has knowledge that the animal under their control is making or creating an unreasonable disturbance if such person shall have been notified by the animal control officer or any peace officer of such disturbance and:

- a. failed or refused to correct such disturbance; or
 - b. prevent its recurrence.
- (1) It shall be unlawful for any owner of any animal to maintain yards, pens, stables, sheds, coops, or other enclosures in which any animal is confined in such a manner as to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects or rodents, or in any manner to endanger the public health, safety, or welfare, or to create a public nuisance.
- (2) Manure and droppings shall be removed from pens, stables, yards, coops, and other enclosures regularly and handled or disposed of in such a manner as to keep the premises free of any nuisance.
- (3) Mound storage of droppings of manure between such removals shall be permitted, only under such conditions as to protect against the breeding of flies, rodents, and to prevent the migration of fly larvae (maggots) into the surrounding soil.
- (4) The feeding of vegetables, meat scraps, or garbage to livestock shall be done only in impervious containers, or on an impervious platform.
- (5) Watering troughs or tanks shall be provided by the owner, which shall be equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes, or other insects.
- (6) No putrescible material shall be allowed to accumulate on the premises; and all such material used to feed which is unconsumed shall be removed and disposed of by sanitary means.
- (7) It shall be unlawful for any person to maintain any animal, which repeatedly trespasses on public property, attacks other animals, or causes damage to public or private property.
- (8) No person shall willfully or knowingly allow a stray animal to remain on his premises. Any person willfully or knowingly who feeds or waters stray animals, or in any way encourages a stray animal to remain on his property, shall be in violation of this ordinance. All provisions of this ordinance shall apply to that person.

Sec. 14-19. - Violations; enforcement.

The animal control officer shall have the authority to issue citations for any violation of this chapter:

- (1) It shall be unlawful for any person upon being issued a citation to give the animal control officer any personal identification information other than his true name and address.
- (2) It shall be unlawful to fail to appear in accordance with the terms of a citation issued by the animal control officer.
- (3) If the person being cited is not present, the animal control officer may send the citation to the alleged offender by certified or registered mail, return receipt requested, whereupon service shall be deemed complete.
- (4) It shall be unlawful for any person to interfere with the animal control officer in the performance of his duties.
- (5) The animal control officer shall have the right of ingress and egress on private property for the purpose of apprehending animals at large.

Sec. 14-20. - Authority to carry tranquilizer guns.

When acting in the course and scope of his employment, the animal control officer shall be, and is hereby authorized, to carry on his person, or in his City vehicle, loaded tranquilizer guns approved by the Keller Support Services Commander; who oversees animal control as designated by the City of Keller Chief of Police; and not in violation of any provision of the Texas Penal Code or any other applicable federal, state, or local law, as currently written, or as may be amended.

Sec. 14-21. - Confinement of animals by individuals.

If an animal is found upon the premises of another, the occupant of the premises may confine the animal only for so long as reasonably necessary to notify animal services and have the animal impounded. In attempting to confine the animal, the occupant shall not use any means or force that could constitute cruelty to an animal, or behave in a cruel manner, as defined by the Texas Penal Code, toward the animal.

Sec. 14-22. - Abandonment of animals.

It shall be unlawful for any person to abandon any animal within the corporate limits of the City.

Sec. 14-23. - Confinement of animals.

It shall be unlawful for any person to confine or allow to be confined, any animal, in a motor vehicle, or trailer, under such conditions, or for such a period of time, as may endanger the health or well-being of the animal due to heat, lack of food or water, or any other circumstance which causes suffering, disability, or death of the animal.

Sec. 14-24. - Reserved.**Sec. 14-25. - Poisoning of animals prohibited.**

- (a) No person shall, in any place accessible to birds, dogs, cats or other animals, with the intent to kill or harm such animals, place any substance, which has in any manner been treated with any poisonous substance.
- (b) The above Subsection does not apply to the elimination of rodents, such as mice or rats, provided that a person is required to not allow the placement of harmful or poisonous substances in places where domestic animals might ingest the harmful or poisonous substance, even if the purpose of the substance is to eliminate rodents.

Sec. 14-26. - Fight upon exhibition.

No person shall maintain any place where fowl or any animals are suffered to fight upon exhibition, or for sport upon wager.

Sec. 14-27. - Unlawful restraint of a dog.

- (a) Prohibited Acts: An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:
 - (1) between the hours of 10 p.m. and 6 a.m.;
 - (2) within 500 feet of the premises of a school; or
 - (3) in the case of extreme weather conditions, including conditions in which: (A) the actual or effective outdoor temperatures is below 32 degrees Fahrenheit; or (B) a heat advisory has been issued for the jurisdiction by the National Weather Service.
- (b) Restraints: In this section, a restraint shall be presumed to unreasonably limit a dog's movement if the restraint:
 - (1) uses a collar that is a pinch-type, prong-type, or choke-type, or that is not properly fitted to the dog;

(2) is a length shorter than the greater of (A) five (5) times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or (B) ten (10) feet;

(3) is in an unsafe condition; or (4) causes injury to the dog.

(c) Exceptions: Subsection (a) does not apply to:

(1) a dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;

(2) a dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state or local authority or jurisdiction;

(3) a dog restrained for a reasonable period, not to exceed three hours in a 24 hour period and no longer than is necessary to allow the owner to complete the temporary task that requires the dog to be restrained, but those three (3) hours cannot be within the prohibited times of 10 p.m. to 6 a.m. set forth above; a dog restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by the state if the activity for which the license is issued is associated with the use or presence of a dog

(d) Penalty:

(1) a person commits an offense if the person knowingly violates this section;

(2) a peace officer or animal control officer who has probable cause to believe that an owner is violating this section shall provide the owner with a written statement of that fact. The statement must be signed by the officer and plainly state the date on which and the time at which the statement is provided to the owner;

(3) a person commits an offense if the person is provided with a statement described in (d) (2) and fails to comply with this section within 24 hours of the time the owner is provided with a statement. A first time offense under this section is a Class C Misdemeanor. If a person has been previously convicted of this offense, the person shall be prosecuted under state law, providing for a more serious penalty;

- (4) if a person fails to comply with this subchapter with respect to more than one dog, the person's conduct with respect to each dog constitutes a separate offense;
- (5) a person may be prosecuted under this law or any other law or both.
- (e) This section does not prohibit a person from walking a dog with a hand-held leash.
- (f) This section does not authorize a person to allow a dog to run at large.

Sec. 14-28. - Food and shelter.

No person shall fail to provide any animal in his charge or custody with sustenance, drink, and protection from the elements, or cause any of these acts to be done.

Sec. 14-29. Fowl.

- (a) It shall be illegal to knowingly house any fowl within City limits, including, but not limited to roosters, ducks, turkeys, geese, pigeons, or guineas, unless the requirements of this ordinance are met. This prohibition does not apply to wild fowl in local parks or lakes or ponds. This section does not apply to indoor birds kept as pets, such as parakeets, canaries or parrots.
 - (1) Roosters are allowed on properties R-20 and larger in size.
 - (2) No more than twelve chickens may be kept in R-20 and twelve chickens may be kept for additional each one-quarter acre.
 - (3) This Section applies to properties less than R-20 in size:
 - a. Shall be allowed to be kept as a pet under the following conditions:
 - b. No more than twelve chickens, must be female chickens only;
 - c. Chickens must be in a secure pen, coop, or enclosed yard, and pen, coop, or fence must be of secure construction and strength to keep the chickens from running at large. A pen

or coop must be at least five feet (5') from any property line.

d. All provisions of Section 14-18 apply.

e. This section does not enlarge any of the uses allowed for single family zoning, including, but not limited to, any use of residential property for commercial farming purposes, which remains expressly forbidden.

(b) No person shall butcher or display the carcass of an animal in an area that is in the view of the public. This prohibition does not apply to cooking fowl or meat on a grill, barbecue or other outdoor cooking apparatus.

Sec. 14-30. - Sale of baby fowl, ducks.

It shall be unlawful for any person to sell or offer for sale, lease, rent, or in any way transfer, barter, or give away baby fowl or ducklings as pets or novelties, whether dyed or not dyed, colored or otherwise artificially treated; provided, however, this section shall not be construed to prohibit the display or sale of natural chicks or ducklings in proper breeding facilities for hatcheries or stores engaged in the business of selling the same to be raised for legitimate commercial purposes.

Sec. 14-31. - Guard dogs.

Every person having care, control, or custody of any dog, which has received guard dog training must register such dog with the Colleyville, Keller, Southlake Regional Animal Services. The owners of such dog must place an identification collar identifying the dog as a trained guard dog on said dog, and this collar must be worn at all times.

Sec. 14-32. - Disposition of nursing baby animals.

Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.

Sec. 14-33. - Bees.

It shall be unlawful to keep bees in such a manner as to deny the reasonable use and enjoyment of adjacent property, or endanger the personal health or welfare of the inhabitants of the City.

Sec. 14-34. - Disposal of dead animals.

It shall be the responsibility of the owners of livestock to properly dispose of all dead animals within a 24-hour period. It shall be the responsibility of the property owner to dispose of dead dogs, cats, etc., on his property or property owned by him within 12 hours. The animal control officer has the authority to pick up any dead animal found on public property and dispose of it and assist a citizen with the same, if requested. After 24 hours, the animal control officer may enter private property and remove any dead animal, which the property owner has failed to dispose of.

Sec. 14-35. - Fees for removal of dead animals.

There shall be a fee for the removal of a deceased animal from private property. The fee shall be determined as designated in the fee ordinance. These fees are to be paid by the person or persons owning the animal or having possession thereof.

Sec. 14-36. - Livestock.

It shall be unlawful for any person to keep on premises under the person's control any livestock without providing adequate fences or barriers that will prevent such livestock from leaving the property of the person having control of such animal.

Sec. 14-37. - Livestock at large; impoundment.

The animal control officer shall take into custody any livestock found at large in the City. The animal control officer shall have the discretion of impounding the livestock and transporting to a storage facility or containing the livestock at the location until the owner of the livestock can be located and recover the livestock. Discretion shall be based on such practical considerations as number of livestock, apprehension, containment, and hazards to the community.

Due to such considerations as number of livestock involved, size and difficulty of livestock handled, and transportation requirement, the animal control officer may use a livestock collection and holding service franchised with the City of Keller or a Tarrant County Constable to collect and hold livestock found at large. Disposition of the livestock will be determined by the Tarrant County Constable.

Sec. 14-38. - Reserved.**Sec. 14-39. - Places prohibited to livestock.**

It shall be unlawful for any person to ride or allow any type of livestock upon any public school grounds, college grounds, public park, property or municipal

grounds within the City, except those designated as bridle paths or other designated riding or exhibiting areas for livestock, or with the effective consent of an employee with the power and authority to authorize such activity. On streets, horses shall be ridden as close as possible to the curb, and in no event shall horses be allowed on state highways. It shall be unlawful for any person to ride or allow any type of livestock upon the property of another within the City, except with the express consent of the owner or person in charge of such property obtained prior thereto.

Sec. 14-40. – Trapping of animals.

Traps can be checked out from the Colleyville, Keller, Southlake Regional Animal Services and Adoption Center when traps are available. Traps will only be emptied Monday through Saturday during the Center's operating hours. All trapped animals should be called into dispatch no later than 12 noon, the day the animal is trapped. No animals are to be confined in a trap for more than a 24-hour period. Any person who traps any animal in a City issued trap can request the on duty animal control officer empty the trap at no charge. Any person who traps any animal in a non-City issued trap can choose to have the trap emptied by the on duty animal service officer for a fee of \$30.00 payable only in form of a check, made payable to the Colleyville, Keller, Southlake Regional Animal Services. All traps that require the animal control officer to remove and transport the trap in order to safely remove the trapped animal can be picked up at the Colleyville, Keller, Southlake Regional Animal Services and Adoption Center during operating hours.

Sec. 14-41. - Penalty.

Any person who shall violate the provisions of this chapter shall, for each violation, be deemed guilty of a misdemeanor and shall be fined not more than five hundred dollars (\$500.00), and each violation shall be construed to constitute a separate offense.

Sec. 14-42. – Cruelty to animals.

It shall be unlawful for any person to intentionally, knowingly, or recklessly abuse, neglect, or otherwise mistreat an animal. Violations under this section will be investigated as violations of Texas Penal Code statutes 42.09, 42.091, or 42.092, as currently written or as may be amended.

Sec. 3. THAT Chapter 102-Vehicles for Hire, of the City of Colleyville Code of Ordinances is hereby amended by the addition of the following Sec. 102-31 – Commercial horse-drawn carriages:

Sec. 102-31. Commercial horse-drawn carriages.

(a) The City shall maintain the exclusive authority to grant a permit to one or more entities or companies to provide horse-drawn carriage service within certain defined locations in the City and pursuant to the terms and conditions of said permit. The conditions for granting a horse-drawn carriage permit are as follows:

(1) The Chief of Police, hereafter referred to as chief, shall be responsible for the issuance of any horse-drawn carriage permit, and implement and enforce this section and may, by written order, establish such rules or regulations, not inconsistent with this section, as the chief determines are necessary to discharge any duty under this section.

(2) In order to obtain a horse-drawn carriage permit, a person must submit a request in writing to the chief. The applicant must be the person who will own, control, or operate the proposed horse-drawn carriage service. The written request shall contain the following:

- A. the name, address, and verified signature of the applicant;
- B. a description of the proposed service, including routes, rates or fares to be charged and schedules, where applicable;
- C. documentary evidence from an insurance company indicating a willingness to provide liability insurance if required by the chief;
- D. such additional information as the applicant desires to include to aid in the determination of whether the requested horse-drawn carriage service should be granted; and
- E. such additional information as the chief considers necessary to assist or promote the implementation or enforcement of this chapter or the protection of the public safety.

(3) The annual fee for a horse-drawn carriage permit shall be \$250.00.

(4) The chief may deny any permit request for a horse-drawn carriage service that does not conform to the provisions of this section and, additionally, may deny a permit request that, if approved, would be deemed to create a threat to public health and safety.

(5) Upon denial of a horse-drawn carriage permit request, or revocation of an existing horse-drawn carriage permit, the applicant, or owner of the horse-drawn carriage service may appeal the denial, or revocation, to the city manager for reconsideration.

(b) No "walk-up" fares shall be charged to individuals who ride in a horse-drawn carriage.

(c) The following are the requirements for horses used in the service of a horse-drawn carriage:

(1) A horse must be appropriately shod to work on paved streets;

(2) A horse must not have any open wound, oozing sore, cut below skin level, or bleeding wound;

(3) A horse must not have evidence of lameness, such as but not limited to head bobbing or irregular rhythm;

(4) A horse must be offered not less than five gallons of drinking water at least every two hours;

(5) A horse must have at least a ten-minute rest period after every 50 minutes worked;

(6) A horse must not work longer than eight hours in a 24-hour period with a minimum of 12 hours rest;

(7) A horse must have all harnesses properly fitted and in good repair with no deficiencies that could reasonably be deemed a safety hazard;

(8) A horse must be properly cleaned with no offensive odors or caked dirt or mud;

(9) A horse must wear a special sanitary device for containing animal excrement;

(10) A horse must not work when the outside temperature exceeds 99 degrees Fahrenheit, is at or below 30 degrees Fahrenheit, or the thermal heat index exceeds 150 [degrees], as measured by the National Weather Service at Dallas/Fort Worth International Airport; and

(11) A horse must have been examined within the previous six months by a veterinarian licensed by the State of Texas who specializes in equine medicine and receive a state certificate of veterinarian inspection, which must be submitted to the chief upon request.

(d) The chief or any police officer may require the holder or driver of a horse-drawn carriage to remove from service any horse that appears to be ill, overtired, undernourished, overloaded, injured, or lame or whose health or life, in the opinion of a veterinarian or qualified equine animal services officer, is in imminent danger. To reinstate a horse removed from service, the horse must be re-examined and a new state certificate of veterinarian inspection issued for the horse by a veterinarian licensed by the State of Texas and specializing in equine medicine, which certificate must be submitted to the chief.

(e) A person commits an offense if he harasses or startles, or attempts to harass or startle, any horse while the horse is pulling a carriage or at rest or otherwise treats a horse inhumanely while it is working in a non-motorized passenger transport service.

(f) The trailer used to transport the horse and carriage shall not be parked on any city right-of-way such that the flow of vehicular traffic is impeded, or it poses a threat to public safety.

(g) For purposes of this section, a horse is considered to be working any time it is on a public street or sidewalk, or other public right-of-way.

(h) The driver of a horse-drawn carriage shall adhere to the following rules of conduct:

(1) Act in a reasonable, prudent, and courteous manner;

(2) Maintain a sanitary and well-groomed appearance;

(3) Not consume an alcoholic beverage, drug, or other substance that could adversely affect the driver's ability to operate a horse-drawn carriage;

(4) Not permit a person other than another employee of the horse-drawn carriage to operate a vehicle under the driver's control;

(5) Not permit a person on the back of a horse when under the driver's control;

(6) Not leave a horse untethered and unattended except when confined to a stable or other enclosure;

(7) Not permit a horse to drop excrement from its diaper at any time; and

(8) Clean any excrement dropped from a horse.

(i) A holder or driver shall, at all times, provide and maintain in good operating condition the following equipment for each horse-drawn carriage:

(1) Head lights;

(2) Tail lights;

(3) Flashing lights;

(4) A braking system;

(5) Rubber on all wheels;

(6) A "slow moving vehicle" sign attached to the rear of the vehicle;

(7) A copy of this chapter of the Code;

(8) Any other equipment required to comply with all applicable federal and state laws; and

(9) Any other special equipment that the chief determines to be necessary for the service to be operated.

(j) A holder or driver of a horse-drawn carriage shall, at all times, keep each carriage clean and free of refuse and in safe operating condition.

(k) A horse-drawn carriage must not have any cracks, broken or missing parts, or other visible damage. All wheels must be firmly attached to the hub of a vehicle and all springs, axles and supporting structures of each vehicle must be intact.

(l) Officers of the police department shall assist in the enforcement of this section. A police officer upon observing a violation of this section shall take necessary enforcement action to insure effective regulation of a horse-drawn carriage.

(m) Any appeal to the provisions of this section shall be considered and acted upon only by the City Council, unless stated otherwise.

(n) A person commits an offense if he violates or attempts to violate a provision of this chapter applicable to the person. A separate offense is committed each day during which an offense occurs. An offense committed under this chapter is punishable by a fine of not more than \$500.00.

(o) Prosecution for an offense under subsection (n) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.

Sec. 4. THAT to the extent, any resolution or ordinance previously adopted by the City Council is inconsistent with this ordinance, it is hereby repealed.

Sec. 5. THAT the meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Sec. 6. THAT if any one or more sections or clauses of this ordinance is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this ordinance and the remaining provisions of the ordinance shall be interpreted as if the offending section or clause never existed.

Sec. 7. THAT this ordinance shall become effective from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of July 2014.

The second reading and public hearing being conducted on the 19th day of August 2014.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas,
on this the 19th day of August 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 7a

Agenda Date 07/15/2014

Number Resolution R-14-3767

Type Resolution

Department Public Works

Title

Approval of a construction contract with SJ & J Construction, LLC, in the amount of \$433,203, for road improvements and pedestrian enhancements for the installation of railroad quiet zones on the Cotton Belt Railroad Line at Bransford Road, Pleasant Run Road, and John McCain Road, authorizing the expenditure of \$18,863 from the Park Land Dedication fund, and authorize the city manager to execute the contract following approval from the Texas Department of Transportation (TxDOT) and the Fort Worth Transportation Authority (the "T")

Explanation

Reading and Public Hearing

In November 2008, the Federal Highway Administration (FHWA) approved the 2008 Statewide Transportation Improvement Program (STIP) and the Texas Transportation Commission approved Minute Order 111335, which provided funding, in the amount of \$1,436,000, for the design and construction of quad gates at three locations (Bransford Road, Pleasant Run Road, and John McCain Road) on the Cotton Belt railway corridor in Colleyville. Quad gates are safety devices/supplemental safety measures installed at railroad crossings so quiet zones can be established in which trains are not allowed to sound their horns. The quad gates preclude motorists from driving around the single arm barriers, which block only one lane. These quiet zones are becoming much more common in urban areas as a way to reduce noise, especially during the night time hours when most people are sleeping.

As part of the grant award, the City of Colleyville was required to provide local matching funds in the amount of \$359,000. In order to access the approved federal funding, it was necessary for Colleyville to enter into a Local Transportation Project Advance Funding Agreement (LTPAFA) with the Texas Department of Transportation (TxDOT). This agreement was approved as part of attached consent agenda Resolution R-10-3250, on July 20, 2010.

On May 30, 2012, the Executive Board of the Fort Worth Transportation Authority (FWTA) authorized the President/Executive Director of the FWTA to negotiate and execute an interlocal agreement with the City of Colleyville, in which the FWTA agreed to provide the local grant match of \$359,000 for the project, and agreed to design and construct the quad gates as described above. The interlocal agreement provides for a turn key project to be fully funded with federal and FWTA funds, and managed by the FWTA. On October 22, 2012, City Council adopted attached Resolution R-12-3519, that

authorized the mayor to execute the interlocal agreement (attached) with the FWTa. The interlocal agreement stipulates that the City will procure the design and construction contracts.

On March 19, 2013, City Council approved attached Resolution R-13-3610, authorizing the city manager to execute an engineering services agreement with CTC, Inc. in the amount of \$194,790.79, to design the supplemental safety measures required to create quiet zones in Colleyville. On May 6, 2014, Council approved attached Resolution R-14-3744 approving a change order to the CTC contract in the amount of \$11,502.

The project scope includes pedestrian enhancements that are not required for quiet zones by the Federal Railway Administration, but are necessary to provide a safe passageway for pedestrians and bicyclists across all three crossings in Colleyville and are most efficient to construct in conjunction with the quiet zone project. The enhancements include 10 foot trails through the entire railroad right-of-way at each of the quiet zone locations, pedestrian crossing arms at each trail, and security fencing along the trail sections. The total construction cost of these pedestrian elements is \$171,910, of which \$87,510 is included in this contract and the remaining \$84,400 is included in the cost of work being performed by the Fort Worth and Western Railroad. At the time design was initiated, the project team, consisting of the design consultant, the FWTa project manager, and the City's project manager, believed that adequate funds would be available in the grant amount and the local match to fully fund the project, as well as the necessary pedestrian enhancements. The shortfall in funding is due to greater than anticipated inflation rates in construction costs since that time.

The total cost for the entire project is \$ 1,454,863.50, which is \$18,863.50 more than the grant amount plus the local match being provided by the FWTa. As noted, the cost of the pedestrian enhancements will increase significantly if they are not awarded as part of the contract, as additional costs will be incurred by the City for railroad safety flaggers and remobilization. For these reasons, staff recommends the difference in total project costs of \$18,863 be paid from Park Land Dedication funds that are budgeted for the Webb House trail project that is included in the scope of the pedestrian enhancements. In 2006, the Parks Board recommended and City Council approved the use of Park Land Dedication funds in the amount of \$20,000.

The project was advertised in the *Fort Worth Star-Telegram* on April 29 and May 6, 2014, and a public bid opening was held on May 20, 2014. No bids were received. The project was advertised again in the *Fort Worth Star-Telegram* on June 8 and June 15, 2014, and bids were opened on June 30, 2014. Two firms submitted bids and after a thorough review by the design engineer and the project manager from the FWTa, staff recommends award to the low bidder, SJ & J Construction, LLC, in the amount of \$433,203. Attached is a copy of the bid tab, which summarizes the results of the bids received.

Approval of attached Resolution R-14-3767, will approve the contract with SJ & J Construction, allow expending \$18,863 from the Park Land Dedication fund, and authorize the city manager to execute the contract, following approval from TxDOT and FWTa. Approval from TxDOT and the FWTa is expected within 30 days of approval by the City of Colleyville.

Financial Impact

Funding for this project is coming from a federal grant, with a 20 percent match of \$359,000 from the Fort Worth Transportation Authority. An additional \$18,863 is available from the Park Land Dedication fund, an appropriate funding source for trail construction.

Recommendation

Approve

Attachments

1. Bid Tabulation
2. Construction Contract
3. Local Transportation Project Advance Funding Agreement
4. Interlocal Agreement with the Fort Worth Transportation Authority
5. Resolution R-10-3250
6. Resolution R-12-3519
7. Resolution R-13-3610
8. Resolution R-14-3744
9. Resolution R-14-3767

COLLEYVILLE QUIET ZONE IMPROVEMENTS - BID TABULATION
TxDOT CSJ 0902-48-756
COLLEYVILLE PROJECT NO. OT15-001
BID DATE AND TIME: JUNE 30 2014; 2:00 PM

				ENGINEER'S ESTIMATE		SJ&J Construction Co		McClendon Construction	
ITEM #	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100 2002	STA	PREPARING ROW	6.9	\$ 2,500.00	\$ 17,250.00	\$ 1,350.00	\$ 9,315.00	\$8,150.00	\$ 56,235.00
104 2001	SY	REMOVING CONC (PAV)	206	\$ 5.00	\$ 1,030.00	\$ 22.00	\$ 4,532.00	\$24.00	\$ 4,944.00
104 2015	SY	REMOVING CONC (SIDEWALKS)	309	\$ 10.00	\$ 3,090.00	\$ 18.00	\$ 5,562.00	\$22.00	\$ 6,798.00
104 2017	SY	REMOVING CONC (DRIVEWAYS)	72	\$ 10.00	\$ 720.00	\$ 25.00	\$ 1,800.00	\$22.00	\$ 1,584.00
104 2029	LF	REMOVING CONC (CURB OR CURB & GUTTER)	94	\$ 15.00	\$ 1,410.00	\$ 15.00	\$ 1,410.00	\$10.00	\$ 940.00
105 XXXX	SY	REMOVING STAB BASE & ASPH PAV (19")	233	\$ 5.00	\$ 1,165.00	\$ 40.00	\$ 9,320.00	\$35.00	\$ 8,155.00
110 2001	CY	EXCAVATION (ROADWAY)	397	\$ 8.00	\$ 3,176.00	\$ 12.00	\$ 4,764.00	\$28.00	\$ 11,116.00
110 2002	CY	EXCAVATION (CHANNEL)	163	\$ 10.00	\$ 1,630.00	\$ 15.00	\$ 2,445.00	\$26.00	\$ 4,238.00
132 2006	CY	EMBANKMENT (FINAL)(DENS CONT)(TY C)	267	\$ 10.00	\$ 2,670.00	\$ 22.00	\$ 5,874.00	\$27.00	\$ 7,209.00
162 2002	SY	BLOCK SODDING	2,503	\$ 4.00	\$ 10,012.00	\$ 8.00	\$ 20,024.00	\$3.50	\$ 8,760.50
168 2001	MG	VEGETATIVE WATERING	0.09	\$ 100.00	\$ 9.00	\$ 500.00	\$ 45.00	\$2,000.00	\$ 180.00
216 2001	HR	PROOF ROLLING	3	\$ 85.00	\$ 255.00	\$ 200.00	\$ 600.00	\$60.00	\$ 180.00
247 2053	CY	FL BS (CMP IN PLC)(TY D GR 1)(FNAL POS)	2	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$175.00	\$ 350.00
247 2073	SY	FL BS (CMP IN PLC)(TY D GR 1)(6")	1,028	\$ 15.00	\$ 15,420.00	\$ 25.00	\$ 25,700.00	\$27.50	\$ 28,270.00
360 2001	SY	CONC PVMT (CONT REINF-CRCP)(8")	535	\$ 50.00	\$ 26,750.00	\$ 130.00	\$ 69,550.00	\$77.00	\$ 41,195.00
360 2018	LF	CURB (TYPE II)	260	\$ 20.00	\$ 5,200.00	\$ 12.00	\$ 3,120.00	\$7.00	\$ 1,820.00
402 2001	LF	TRENCH EXCAVATION PROTECTION	136	\$ 1.50	\$ 204.00	\$ 20.00	\$ 2,720.00	\$1.00	\$ 136.00
464 2003	LF	RC PIPE (CL III)(18 IN)	136	\$ 50.00	\$ 6,800.00	\$ 80.00	\$ 10,880.00	\$110.00	\$ 14,960.00
467 2222	EA	SET (TY II)(18 IN)(RCP)(4:1) (C)	2	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	\$1,600.00	\$ 3,200.00
467 2286	EA	SET (TY II)(18 IN)(RCP)(6:1) (P)	4	\$ 700.00	\$ 2,800.00	\$ 2,500.00	\$ 10,000.00	\$1,700.00	\$ 6,800.00
496 2006	EA	REMOV STR (HEADWALL)	2	\$ 2,500.00	\$ 5,000.00	\$ 800.00	\$ 1,600.00	\$750.00	\$ 1,500.00
496 2007	LF	REMOV STR (PIPE)	108	\$ 15.00	\$ 1,620.00	\$ 25.00	\$ 2,700.00	\$28.00	\$ 3,024.00
500 2001	LS	MOBILIZATION	1	\$ 33,000.00	\$ 33,000.00	\$ 23,000.00	\$ 23,000.00	\$13,500.00	\$ 13,500.00
502 2001	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	4	\$ 5,000.00	\$ 20,000.00	\$ 3,000.00	\$ 12,000.00	\$7,750.00	\$ 31,000.00
529 2004	LF	CONC CURB & GUTTER (TY II)	12	\$ 20.00	\$ 240.00	\$ 50.00	\$ 600.00	\$75.00	\$ 900.00
529 2006	LF	CONC CURB (MONO) (TY II)	30	\$ 5.00	\$ 150.00	\$ 30.00	\$ 900.00	\$71.00	\$ 2,130.00
530 2010	SY	DRIVEWAYS (CONC)	56	\$ 55.00	\$ 3,080.00	\$ 80.00	\$ 4,480.00	\$76.00	\$ 4,256.00
531 2085	SY	CURB RAMPS(SPECIAL)	87	\$ 275.00	\$ 23,925.00	\$ 100.00	\$ 8,700.00	\$78.00	\$ 6,786.00
531 XXXX	SY	CONC SIDEWALK (BICYCLE TRAIL)(10')	537	\$ 40.00	\$ 21,480.00	\$ 75.00	\$ 40,275.00	\$63.00	\$ 33,831.00
644 2048	EA	IN SM RD SN SUP&AM TYTWT(1)WS(P)	33	\$ 515.00	\$ 16,995.00	\$ 200.00	\$ 6,600.00	\$400.00	\$ 13,200.00
644 2059	EA	RELOCATE SM RD SN SUP & AM TYTWT	1	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$400.00	\$ 400.00
644 2060	EA	REMOVE SM RD SN SUP & AM	3	\$ 90.00	\$ 270.00	\$ 100.00	\$ 300.00	\$150.00	\$ 450.00
666 2036	LF	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	371	\$ 2.00	\$ 742.00	\$ 6.00	\$ 2,226.00	\$2.00	\$ 742.00
666 2048	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	446	\$ 6.00	\$ 2,676.00	\$ 20.00	\$ 8,920.00	\$6.50	\$ 2,899.00

COLLEYVILLE QUIET ZONE IMPROVEMENTS - BID TABULATION
TxDOT CSJ 0902-48-756
COLLEYVILLE PROJECT NO. OT15-001
BID DATE AND TIME: JUNE 30 2014; 2:00 PM

				ENGINEER'S ESTIMATE		SJ&J Construction Co		McClendon Construction	
666 2054	EA	REFL PAV MRK TY I (W) (ARROW) (100MIL)	4	\$ 150.00	\$ 600.00	\$ 500.00	\$ 2,000.00	\$99.00	\$ 396.00
666 2084	EA	REFL PAV MRK TY I(W)(RR XING) (100MIL)	7	\$ 475.00	\$ 3,325.00	\$ 900.00	\$ 6,300.00	\$325.00	\$ 2,275.00
666 2096	EA	REFL PAV MRK TY I (W) (WORD) (100MIL)	2	\$ 150.00	\$ 300.00	\$ 1,000.00	\$ 2,000.00	\$150.00	\$ 300.00
666 2111	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	1,260	\$ 1.00	\$ 1,260.00	\$ 3.00	\$ 3,780.00	\$1.00	\$ 1,260.00
666 2189	LF	PAVEMENT SEALER 4"	1,260	\$ 0.50	\$ 630.00	\$ 3.00	\$ 3,780.00	\$0.25	\$ 315.00
666 2191	LF	PAVEMENT SEALER 8"	371	\$ 1.00	\$ 371.00	\$ 3.00	\$ 1,113.00	\$0.50	\$ 185.50
666 2195	LF	PAVEMENT SEALER 24"	446	\$ 2.00	\$ 892.00	\$ 3.00	\$ 1,338.00	\$1.25	\$ 557.50
666 2219	EA	PAVEMENT SEALER (ARROW)	4	\$ 30.00	\$ 120.00	\$ 200.00	\$ 800.00	\$15.00	\$ 60.00
666 2220	EA	PAVEMENT SEALER (WORD)	2	\$ 30.00	\$ 60.00	\$ 300.00	\$ 600.00	\$17.00	\$ 34.00
666 2228	EA	PAVEMENT SEALER (RR XING)	7	\$ 50.00	\$ 350.00	\$ 300.00	\$ 2,100.00	\$40.00	\$ 280.00
672 2012	EA	REFL PAV MRKR TY I-C	13	\$ 5.50	\$ 71.50	\$ 500.00	\$ 6,500.00	\$5.00	\$ 65.00
672 2015	EA	REFL PAV MRKR TY II-A-A	20	\$ 4.00	\$ 80.00	\$ 500.00	\$ 10,000.00	\$5.00	\$ 100.00
677 2001	LF	ELIM EXT PAV MRK & MRKS (4")	1,120	\$ 0.40	\$ 448.00	\$ 2.00	\$ 2,240.00	\$0.75	\$ 840.00
677 2007	LF	ELIM EXT PAV MRK & MRKS (24")	280	\$ 2.50	\$ 700.00	\$ 5.00	\$ 1,400.00	\$2.50	\$ 700.00
677 2008	EA	ELIM EXT PAV MRK & MRKS (ARROW)	2	\$ 45.00	\$ 90.00	\$ 200.00	\$ 400.00	\$26.00	\$ 52.00
677 2014	EA	ELIM EXT PAV MRK & MRKS (RR XING)	1	\$ 115.00	\$ 115.00	\$ 300.00	\$ 300.00	\$65.00	\$ 65.00
506 2034	LF	TEMPORARY SEDIMENT CONTROL FENCE Install	1115	\$ 2.00	\$ 2,230.00	\$ 3.00	\$ 3,345.00	\$1.50	\$ 1,672.50
506 2034	LF	TEMPORARY SEDIMENT CONTROL FENCE Remove'	1115	\$ 2.00	\$ 2,230.00	\$ 2.00	\$ 2,230.00	\$0.50	\$ 557.50
3267 2011	TON	D - GR HMA (SQ) TY - B PG64 - 22	86	\$ 100.00	\$ 8,600.00	\$ 180.00	\$ 15,480.00	\$195.00	\$ 16,770.00
3267 2138	TON	D - GR HMA (SQ) TY - D PG76 - 22	20.5	\$ 120.00	\$ 2,460.00	\$ 190.00	\$ 3,895.00	\$205.00	\$ 4,202.50
XXXX XXXX	SY	REM & REUSE PAVERS	72	\$ 20.00	\$ 1,440.00	\$ 40.00	\$ 2,880.00	\$50.00	\$ 3,600.00
XXXX XXXX	SY	FURN & INSTL PAVERS	3	\$ 25.00	\$ 75.00	\$ 100.00	\$ 300.00	\$105.00	\$ 315.00
XXXX XXXX	EA	REM & REUSE REMOVABLE BOLLARDS	6	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	350	\$ 2,100.00
XXXX XXXX	LF	DECORATIVE FENCE (INSTALL)	732	\$ 90.00	\$ 65,880.00	\$ 30.00	\$ 21,960.00	\$48.00	\$ 35,136.00
XXXX XXXX	EA	PEDESTRIAN GATE(INSTALL)(SINGLE)	6	\$ 2,500.00	\$ 15,000.00	\$ 1,300.00	\$ 7,800.00	\$1900.00	\$ 11,400.00
XXXX XXXX	EA	REM & REINSTALL MAILBOX	2	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$775.00	\$ 1,550.00
	DAYS	RAILROAD FLAGGERS	41	\$ 1,000.00	\$ 41,000.00	\$ 400.00	\$ 16,400.00	1250	\$ 51,250.00
	LS	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$4,250.00	\$ 4,250.00
TOTAL BID				\$ 386,246.50		\$ 433,203.00		\$ 461,977.00	

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

Colleyville Quiet Zone

**At Bransford Rd, Pleasant Run Rd and John
McCain Rd Crossings
(DOT No.'s 789-729L; 789-730F & 789-733B)**

**TxDOT CSJ 0902-48-756
CITY PROJECT No. OT15-001**

May 2014

David Kelly
Mayor

Jennifer Fadden
City Manager

Robert D. Lowry, PE
Director, Public Works Department

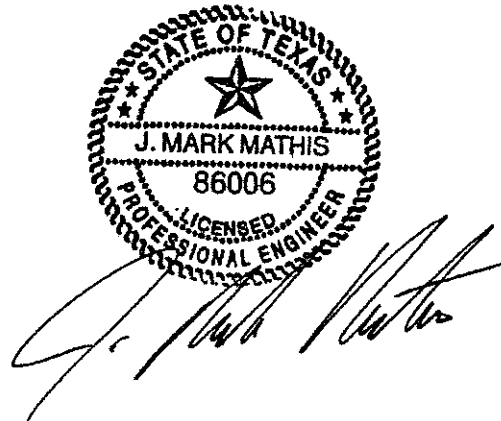
**PREPARED FOR:
The City of Colleyville**

By:
Urban Engineers, Inc. dba Urban Services, Inc.
TBPE REG #9915

SEALS PAGE

ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible reengineer is an offence under the Texas Engineering Practice Act.



**Urban Engineers, Inc., dba Urban
Services, Inc**
Texas Registered Engineering Firm
F-9915

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NOTICE TO BIDDERS

Sealed proposals for the following:

Colleyville Quiet Zone Improvements (CSJ 0902-48-756)
City Project No OT15-001

Addressed to the
CITY OF COLLEYVILLE
PURCHASING
100 MAIN STREET
COLLEYVILLE, TEXAS 76034

Sealed bids will be received at the Public Works Department, 100 Main Street, Colleyville, Texas, 76034 until **1:00 PM, Tuesday, May 20, 2014** and then publicly opened and read aloud at **2:00 PM** in the Council Chambers for furnishing all labor, supplies, and supervision necessary for the construction of the Colleyville Quiet Zone Improvements in accordance with the plans and specifications.

Plans and Specifications may be examined without charge at the Public Works Department. CD copy of the Proposal forms, Specifications, Plans, and Contract Documents may be obtained at the office of Urban Engineers, Inc. dba Urban Services, Inc., 5601 Bridge Street, 3rd Floor Reception, Fort Worth, Texas 76112 (Phone: 817-654-5142) for the purchase price of \$25.00 for each set of documents. No refunds will be made. Bid documents will be available for purchase on **April 28, 2014**.

The major work will consist of the (approximate) following:

Construction of Quiet Zone Improvements at the Fort Worth and Western Railroad crossing of Bransford Road, Pleasant Run Road and John McCain Road consisting of pavement removal and replacement and hike / pedestrian pathway improvements on Bransford Road, pavement removal, replacement, widening, drainage, grading and hike / pedestrian pathway improvements along Pleasant Run Road and the bike / pedestrian pathway removal, replacement and drainage improvements near John McCain Road and all other miscellaneous associated work.

Included in the above will be all other miscellaneous items of construction as outlined in the Plans, General Contract Documents and Specifications.

Bid security is required in accordance with the Special Instruction to Bidders. Bidders are responsible for obtaining all Addenda to the contract documents and acknowledging receipt of the Addenda by initialing the appropriate spaces on the PROPOSAL form. Bids that do not acknowledge receipt of all addenda may be rejected as being non-responsive. All addenda will be made available on-line with the contract documents. Contractors and/or suppliers are requested to register as plan holders on-line in order to receive notifications regarding the issuance of addenda. **It shall be the bidding contractor's sole responsibility to verify they have received and considered all addenda, prior to submitting a bid.**

For additional information, please contact Mark Mathis, PE, Urban Engineers, Inc., dba Urban Services, Inc. at 817-654-5142 or by email: jmmathis@urbnengineers.com or Bob Lowry, PE, City of Colleyville at 817-503-1096 or by email: blowry@colleyville.com.

A pre-bid conference will be held on **May 6th, 2014 at 10:00 AM**, in the Council Chambers, City Hall, 100 Main Street, Colleyville, TX 76034. Bidders are encouraged to review the plans and specifications prior to the pre-bid conference.

Advertising Dates: April 27th and May 4th, 2014

SPECIAL INSTRUCTION TO BIDDERS

1. BID SECURITY:

Cashier's check or an acceptable bidder's bond payable to the City of Colleyville, in an amount of not less than five percent (5%) of the total of the bid submitted must accompany the bid, and is subject to forfeit in the event the successful bidder fails to execute the contract documents within ten (10) days after the contract has been awarded.

To be an acceptable surety on the bid bond, the surety must be authorized to do business in the state of Texas. In addition, the surety must (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the state of Texas and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the City upon request. The City, in its sole discretion, will determine the adequacy of the proof required herein.

2. PAYMENT, PERFORMANCE AND MAINTENANCE BONDS:

The successful bidder entering into a contract for the work will be required to give the City surety in a sum equal to the amount of the contract awarded. In this connection, the successful bidder shall be required to furnish a performance bond and a payment bond, both in a sum equal to the amount of the contract awarded. The form of the bond shall be as herein provided and the surety shall be acceptable to the City. All bonds furnished hereunder shall meet the requirements of Chapter 2253, Texas Government Code.

In order for a surety to be acceptable to the City, the surety must (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the state of Texas and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the City upon request. The City, in its sole discretion, will determine the adequacy of the proof required herein.

The City will accept no sureties who are in default or delinquent on any bonds or who have an interest in any litigation against the City. Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given to the contractor to that effect and the contractor shall immediately provide a new surety satisfactory to the City.

If the contract amount is in excess of \$25,000, a Payment Bond shall be executed, in the amount of the contract, solely for the protection of all claimants supplying labor and materials in the prosecution of the work.

If the contract amount is in excess of \$100,000, a Performance Bond shall be executed, in the amount of the contract conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall solely be for the protection of the City of Colleyville.

All contracts shall require a maintenance bond in the amount of one hundred percent (100%) of the original contract amount to guarantee the work for a period of two (2) years after the date of acceptance of the project from defects in workmanship and/or material.

3. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in the PROPOSAL will be the maximum number of **120 calendar** days allowed to substantially complete this project. Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed. Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Colleyville. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Colleyville five hundred dollars (**\$590**) for each **calendar** day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Colleyville and Contractor that five hundred and ninety dollars (**\$590**) is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delays occur.

4. AMBIGUITY:

In case of ambiguity or lack of clearness in stating prices in the proposal, the City reserves the right to adopt the most advantageous construction thereof to the City or to reject the proposal.

5. WAGE RATES:

- (a) The contractor shall comply with all requirements of Chapter 2258, Texas Government Code, including the payment of not less than the rates determined by the City Council of the City of Colleyville to be the prevailing wage rates in accordance with Chapter 2258, Texas Government Code. Such prevailing wage rates are included in these contract documents.
- (b) The contractor shall, for a period of three (3) years following the date of acceptance of the work, maintain records that show (i) the name and occupation of each worker employed by the contractor in the construction of the work provided for in this contract; and (ii) the actual per diem wages paid to each worker. These records shall be open at all reasonable hours for inspection by the City. The provisions of the special provision titled "Right to Audit" pertain to this inspection.
- (c) The contractor shall include in its subcontracts and/or shall otherwise require all of its subcontractors to comply with paragraphs (a) and (b) above.
- (d) With each partial payment estimate or payroll period, whichever is less, an affidavit stating that the contractor has complied with the requirements of Chapter 2258, Texas Government Code.

- (e) The contractor shall post the prevailing wage rates in a conspicuous place at the site of the project at all times.

6. FINANCIAL STATEMENT:

A current certified financial statement may be required by the Public Works Department; if required for use by the CITY OF COLLEYVILLE in determining the successful bidder. This statement, if required, is to be prepared by an independent Public Accountant holding a valid permit issued by an appropriate State Licensing Agency.

7. INSURANCE:

Within ten (10) days of receipt of notice of award of contract, the Contractor must provide, along with executed contract documents and appropriate bonds, proof of insurance for Worker's Compensation and Comprehensive General Liability (Bodily Injury-\$500,000 each person, \$1,000,000 each occurrence (\$2,000,000 aggregate limit); Property Damage - \$250,000 each occurrence). The City reserves the right to request any other insurance coverages as may be required by each individual project.

8. ADDITIONAL INSURANCE REQUIREMENTS:

- a. The City, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- b. Certificates of insurance shall be delivered to the City of Colleyville as specified in the bid documents, 100 Main Street, Colleyville, TX 76034, prior to commencement of work on the contracted project.
- c. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the City a minimum thirty (30) days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) days notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- g. Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- h. Workers' compensation insurance policy(s) covering employees employed on the project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- i. City shall not be responsible for the direct payment of insurance premium costs for

contractor's insurance.

- j. Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- k. In the course of the project, Contractor shall report, in a timely manner, to City's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.

Contractor's liability shall not be limited to the specified amounts of insurance required herein.

- m. Upon the request of City, Contractor shall provide complete copies of all insurance policies required by these contract documents.

10. NONRESIDENT BIDDERS:

Pursuant to Article 601g, Texas Revised Civil Statutes, the City of Colleyville will not award this contract to a non-resident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

"Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

This provision does not apply if this contract involves federal funds.

The appropriate blanks of the Proposal must be filled out by all non-resident bidders in order for its bid to meet specifications. The failure of a nonresident contractor to do so will automatically disqualify that bidder.

11. AWARD OF CONTRACT:

Contract will be awarded to the lowest responsive bidder. The City reserves the right to reject any and/or all bids and waive any and/or all irregularities. No bid may be withdrawn until the expiration of ninety (90) days from the date the bids are received by the City, but in no case will the award be made until all the responsibilities of the bidder to whom it is proposed to award the contract has been verified.

12. PAYMENT:

The Contractor will receive full payment (minus retainage) from the City for all work for each pay period. Payment of the remaining amount shall be made with the final payment, and upon acceptance of the project.

13. ADDENDA:

Bidders are responsible for obtaining all addenda to the contract documents prior to the bid

receipt time and acknowledging them at the time of bid receipt. Information regarding the status of addenda may be obtained on-line on City's web site or by contacting the Project Manager. Bids that do not acknowledge all applicable addenda may be rejected as non-responsive.

14. CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW:

A. Workers Compensation Insurance Coverage

Definitions:

Certain of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project-includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096)-includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- a. The contractor shall provided coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) or all employees of the contractor providing services on the project, for the duration of the project.
- b. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- c. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- d. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- e. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter
- f. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- g. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- h. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting on classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (c) retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
 - (d) notify the governmental entity in wiring by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(e) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- i. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative, criminal, civil penalties or other civil actions.
- j. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

B. The contractor shall post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other Texas Worker's Compensation Commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text, without any additional words or changes:

"REQUIRED WORKER'S COMPENSATION COVERAGE"

The law requires that each person working on this site or providing services related to this construction project must be covered by worker's compensation insurance. This includes persons providing, hauling or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee".

Contact the Texas Workers' Compensation Commission to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage".

15. NON DISCRIMINATION:

The contractor shall not discriminate against any person or persons because of sex, race, religion, color, or national origin.

16. AGE DISCRIMINATION:

In accordance with the policy ("**Policy**") of the Executive Branch of the federal government, contractor covenants that neither it nor any of its officers, members, agents, or employees, will engage in performing this contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against person because of their age except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

Contractor further covenants that neither it nor its officers, members, agents, or employees, or person acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this Contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

Contractor warrants it will fully comply with the Policy and will defend, indemnify and hold City harmless against any and all claims or allegations asserted by third parties against City arising out of Contractor's alleged failure to comply with the above referenced Policy concerning age discrimination in the performance of this Contract.

17. DISCRIMINATION DUE TO DISABILITY:

In accordance with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), Contractor warrants that it will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or current employees of Contractor. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal state and local laws concerning disability and will defend indemnify and hold City harmless against any claims or allegations asserted by third parties against City arising out of Contractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this Contract.

18. PROGRESS PAYMENTS, FINAL PAYMENT, PROJECT ACCEPTANCE AND WARRANTY:

- a. The contractor will receive full payment (less 10% retainage) from the city for each pay period.
- b. Payment of the retainage will be included with the final payment after acceptance of the project as being complete.
- c. The project shall be deemed complete and accepted by the City as of the date the final punch list has been completed, as evidenced by a written statement signed by the contractor and the City.
- d. The warranty period shall begin as of the date that the final punch list has been completed.
- e. Bills Paid Affidavit and Consent of Surety shall be required prior to final payment becoming due and payable.
- f. In the event that the Bills Paid Affidavit and Consent of Surety have been delivered to the city and there is a dispute regarding (i) final quantities, or (ii) liquidated damages, city shall make a progress payment in the amount that city deems due and payable.
- g. In the event of a dispute regarding either final quantities or liquidated damages, the parties shall attempt to resolve the differences within 30 calendar days.

PROPOSAL FORM

TO: The Public Works Department
City of Colleyville, Texas
May 6, 2014

FOR: Colleyville Quiet Zone Improvements (CSJ 0902-48-756)

City Project No.: OT15-001

Pursuant to the foregoing "Notice to Bidders," the undersigned has examined the plans, specifications and the site, understands the amount of work to be done, and hereby proposes to do all the work and furnish all labor, equipment, and materials necessary to fully complete all the work as provided in the plans and specifications, and subject to the inspection and approval of the Director, Public Works Department of the City of Colleyville. Upon acceptance of this Proposal by the City Council and required by this project, the bidder is bound to execute a contract and furnish Performance, Maintenance Bond and Payment Bond approved by the City of Colleyville for performing and completing said work within the time stated for the following sums, to wit:

Total quantities given in the bid proposal may not reflect actual quantities, but represent the best accuracy based on a reasonable effort of investigation; however, they are given for the purpose of bidding on and awarding the contract.

Special Note: All contractors are advised that one contract will be awarded to the lowest responsible bidder.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	<u>6-17-14</u>	Received
Addendum No. 2 dated	<u> </u>	Received
Addendum No. 3 dated	<u> </u>	Received
Addendum No. 4 dated	<u> </u>	Received

ADDENDUM NO. 1

PROJECT: Colleyville Quiet Zone

FEDERAL AID PROJECT NO.: CSJ: 0902 48 756
STP 2011 (902) MM

CITY PROJECT NUMBER: OT25-001

OWNER: City of Colleyville

**CONSULTING
ENGINEER:** Urban Engineers, Inc., dba Urban Services,
Inc. 5601 Bridge Street, Suite 300
Fort Worth, Texas 76112
TBPE Firm No. F-9915
(817) 654-5142

DATE OF ADDENDUM: June 17, 2014

DATE OF BID OPENING: June 30, 2014

INSTRUCTION TO BIDDERS: Bidders shall acknowledge receipt of this Addendum on the Bid Form, Page PF1 of the Specifications and Contract Documents, by initiating next to Addendum 1.

1. Clarifications

- a. The requirement for prospective bidders to be prequalified with TxDOT has been waived as stated in Section 002-017 Special Provisions, Instructions to Bidders. Paragraphs 2.2 and 2.3 are hereby removed.
- b. The prospective bidder must still comply with City of Colleyville Bid requirements as spelled out in Special Instructions to Bidders section.

This addendum is being conveyed to all plan holders via e-mail delivery receipts shall constitute notification and receipt of this addendum. Failure to return a signed copy of this addendum with the Proposal shall be grounds for rendering the bid non-responsive. *A signed copy of this addendum shall be placed with the Proposal at the time of bid submittal.*


Bob Lowry, P.E.
Public Works Director
City of Colleyville

Receipt Acknowledged:

By: 
Company: SJ & J Construction, LLC

END OF SECTION

BID SCHEDULE
COLLEYVILLE QUIET ZONE IMPROVEMENTS
CSJ 0902-48-756
COLLEYVILLE, TX

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
100	2002		PREPARING ROW Complete in Place, for the Sum of <u>One thousand three hundred</u> <u>fifty</u> Dollars and <u>-NO-</u> Cents per unit	STA		6.9	
104	2001		REMOVING CONC (PAV) Complete in Place, for the Sum of <u>Twenty two</u> Dollars and <u>-NO-</u> Cents per unit	SY		206	
104	2015		REMOVING CONC (SIDEWALKS) Complete in Place, for the Sum of <u>Eighteen</u> Dollars and <u>-NO-</u> Cents per unit	SY		309	
104	2017		REMOVING CONC (DRIVEWAYS) Complete in Place, for the Sum of <u>Twenty five</u> Dollars and <u>-NO-</u> Cents per unit	SY		72	
104	2029		REMOVING CONC (CURB OR CURB & GUTTER) Complete in Place, for the Sum of <u>Fifteen</u> Dollars and <u>-NO-</u> Cents per unit	LF		94	
105	2036		REMOVING STAB BASE & ASPH PAV (15"-20") Complete in Place, for the Sum of <u>Forty</u> Dollars and <u>-NO-</u> Cents per unit	SY		233	
110	2001		EXCAVATION (ROADWAY) Complete in Place, for the Sum of <u>Twelve</u> Dollars and <u>-NO-</u> Cents per unit	CY		397	
110	2002		EXCAVATION (CHANNEL) Complete in Place, for the Sum of <u>Fifteen</u> Dollars and <u>-NO-</u> Cents per unit	CY		163	

**BID SCHEDULE
COLLEYVILLE QUIET ZONE IMPROVEMENTS
CSJ 0902-48-756
COLLEYVILLE, TX**

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
132	2006		EMBANKMENT (FINAL)(DENS CONT)(TY C) Complete in Place, for the Sum of <u>Twenty two</u> Dollars and <u>-NO-</u> Cents per unit	CY		267	
162	2002		BLOCK SODDING Complete in Place, for the Sum of <u>Eight</u> Dollars and <u>-NO-</u> Cents per unit	SY		2,503	
168	2001		VEGETATIVE WATERING Complete in Place, for the Sum of <u>Five hundred</u> Dollars and <u>-NO-</u> Cents per unit	MG		0.09	
216	2001		PROOF ROLLING Complete in Place, for the Sum of <u>Two hundred</u> Dollars and <u>-NO-</u> Cents per unit	HR		3	
247	2053		FL BS (CMP IN PLC)(TY D GR 1)(FNAL POS) Complete in Place, for the Sum of <u>One hundred</u> Dollars and <u>-NO-</u> Cents per unit	CY		2	
247	2073		FL BS (CMP IN PLC)(TY D GR 1)(6") Complete in Place, for the Sum of <u>Twenty five</u> Dollars and <u>-NO-</u> Cents per unit	SY		1,028	
360	2001		CONC PVMT (CONT REINF-CRCP)(8") Complete in Place, for the Sum of <u>One hundred thirty</u> Dollars and <u>-NO-</u> Cents per unit	SY		535	
360	2018		CURB (TYPE II) Complete in Place, for the Sum of <u>Twelve</u> Dollars and <u>-NO-</u> Cents per unit	LF		260	

**BID SCHEDULE
COLLEYVILLE QUIET ZONE IMPROVEMENTS
CSJ 0902-48-756
COLLEYVILLE, TX**

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
402	2001		TRENCH EXCAVATION PROTECTION Complete in Place, for the Sum of <u>Twenty</u> Dollars and <u>— NO —</u> Cents per unit	LF		136	
464	2003		RC PIPE (CL III)(18 IN) Complete in Place, for the Sum of <u>Eighty</u> Dollars and <u>— NO —</u> Cents per unit	LF		136	
467	2222		SET (TY II)(18 IN)(RCP)(4:1) (C) Complete in Place, for the Sum of <u>One thousand eight hundred</u> Dollars and <u>— NO —</u> Cents per unit	EA		2	
467	2286		SET (TY II)(18 IN)(RCP)(6:1) (P) Complete in Place, for the Sum of <u>Two thousand five hundred</u> Dollars and <u>— NO —</u> Cents per unit	EA		4	
496	2006		REMOV STR (HEADWALL) Complete in Place, for the Sum of <u>Eight hundred</u> Dollars and <u>— NO —</u> Cents per unit	EA		2	
496	2007		REMOV STR (PIPE) Complete in Place, for the Sum of <u>Twenty five</u> Dollars and <u>— NO —</u> Cents per unit	LF		108	
500	2001		MOBILIZATION Complete in Place, for the Sum of <u>Twenty three thousand</u> Dollars and <u>— NO —</u> Cents per unit	LS		1	
502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING Complete in Place, for the Sum of <u>Three thousand</u> Dollars and <u>— NO —</u> Cents per unit	MO		4	

BID SCHEDULE
COLLEYVILLE QUIET ZONE IMPROVEMENTS
CSJ 0902-48-756
COLLEYVILLE, TX

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
529	2004		CONC CURB & GUTTER (TY II) Complete in Place, for the Sum of <u>Fifty</u> Dollars and <u>-NO-</u> Cents per unit	LF		12	
529	2006		CONC CURB (MONO) (TY II) Complete in Place, for the Sum of <u>Thirty</u> Dollars and <u>-NO-</u> Cents per unit	LF		30	
530	2010		DRIVEWAYS (CONC) Complete in Place, for the Sum of <u>Eighty</u> Dollars and <u>-NO-</u> Cents per unit	SY		56	
531	2085		CURB RAMPS(SPECIAL) Complete in Place, for the Sum of <u>One hundred</u> Dollars and <u>-NO-</u> Cents per unit	SY		87	
531	2119		CONC SIDEWALKS (SHARED USE)(10'X6") Complete in Place, for the Sum of <u>Seventy five</u> Dollars and <u>-NO-</u> Cents per unit	SY		537	
644	2048		IN SM RD SN SUP&AM TYTWT(1)WS(P) Complete in Place, for the Sum of <u>Two hundred</u> Dollars and <u>-NO-</u> Cents per unit	EA		33	
644	2059		RELOCATE SM RD SN SUP & AM TYTWT Complete in Place, for the Sum of <u>Three hundred</u> Dollars and <u>-NO-</u> Cents per unit	EA		1	
644	2060		REMOVE SM RD SN SUP & AM Complete in Place, for the Sum of <u>One hundred</u> Dollars and <u>-NO-</u> Cents per unit	EA		3	

BID SCHEDULE
COLLEYVILLE QUIET ZONE IMPROVEMENTS
CSJ 0902-48-756
COLLEYVILLE, TX

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
666	2036		REFL PAV MRK TY I (W) 8" (SLD)(100MIL) Complete in Place, for the Sum of <u>Six</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		371	
666	2048		REFL PAV MRK TY I (W) 24"(SLD)(100MIL) Complete in Place, for the Sum of <u>Twenty</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		446	
666	2054		REFL PAV MRK TY I (W) (ARROW) (100MIL) Complete in Place, for the Sum of <u>Five hundred</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		4	
666	2084		REFL PAV MRK TY I(W)(RR XING) (100MIL) Complete in Place, for the Sum of <u>Nine hundred</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		7	
666	2096		REFL PAV MRK TY I (W) (WORD) (100MIL) Complete in Place, for the Sum of <u>One thousand</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		2	
666	2111		REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) Complete in Place, for the Sum of <u>Three</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		1,260	
666	2189		PAVEMENT SEALER 4" Complete in Place, for the Sum of <u>Three</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		1,260	
666	2191		PAVEMENT SEALER 8" Complete in Place, for the Sum of <u>Three</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		371	

BID SCHEDULE
COLLEYVILLE QUIET ZONE IMPROVEMENTS
CSJ 0902-48-756
COLLEYVILLE, TX

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
666	2195		PAVEMENT SEALER 24" Complete in Place, for the Sum of <u>Three</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		446	
666	2219		PAVEMENT SEALER (ARROW) Complete in Place, for the Sum of <u>Two hundred</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		4	
666	2220		PAVEMENT SEALER (WORD) Complete in Place, for the Sum of <u>Three hundred</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		2	
666	2228		PAVEMENT SEALER (RR XING) Complete in Place, for the Sum of <u>Three hundred</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		7	
672	2012		REFL PAV MRKR TY I-C Complete in Place, for the Sum of <u>Five hundred</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		13	
672	2015		REFL PAV MRKR TY II-A-A Complete in Place, for the Sum of <u>Five hundred</u> _____ Dollars and <u>-NO-</u> Cents per unit	EA		20	
677	2001		ELIM EXT PAV MRK & MRKS (4") Complete in Place, for the Sum of <u>Two</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		1,120	
677	2007		ELIM EXT PAV MRK & MRKS (24") Complete in Place, for the Sum of <u>Five</u> _____ Dollars and <u>-NO-</u> Cents per unit	LF		280	

BID SCHEDULE
COLLEYVILLE QUIET ZONE IMPROVEMENTS
CSJ 0902-48-756
COLLEYVILLE, TX

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
677	2008		ELIM EXT PAV MRK & MRKS (ARROW) Complete in Place, for the Sum of <u>Two hundred</u> Dollars and <u>NO</u> Cents per unit	EA		2	
677	2014		ELIM EXT PAV MRK & MRKS (RR XING) Complete in Place, for the Sum of <u>Three hundred</u> Dollars and <u>NO</u> Cents per unit	EA		1	
1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTL Complete in Place, for the Sum of <u>Three</u> Dollars and <u>fifty</u> Cents per unit	LF		1,115	
1122	2057		TEMPORARY SEDIMENT CONTROL FENCE REMOV Complete in Place, for the Sum of <u>Two</u> Dollars and <u>NO</u> Cents per unit	LF		1,115	
3267	2011		D - GR HMA (SQ) TY - B PG64 - 22 Complete in Place, for the Sum of <u>One hundred eighty</u> Dollars and <u>NO</u> Cents per unit	TON		86	
3267	2122		D - GR HMA (SQ) TY - D PG70 - 22 Complete in Place, for the Sum of <u>One hundred ninety</u> Dollars and <u>NO</u> Cents per unit	TON		20.5	
XXXX	XXXX		REM & REUSE CONCRETE PAVERS Complete in Place, for the Sum of <u>Forty</u> Dollars and <u>NO</u> Cents per unit	SY		72	
XXXX	XXXX		FURN & INSTL CONCRETE PAVERS Complete in Place, for the Sum of <u>One hundred</u> Dollars and <u>NO</u> Cents per unit	SY		3	

**BID SCHEDULE
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COLLEYVILLE, TX**

ITEM NO.	DESC NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
XXXX	XXXX		REM & REUSE REMOVABLE BOLLARDS Complete in Place, for the Sum of <u>Three hundred</u> Dollars and <u>- NO -</u> Cents per unit	EA		6	
XXXX	XXXX		DECORATIVE FENCE (INSTALL) Complete in Place, for the Sum of <u>Thirty</u> Dollars and <u>- NO -</u> Cents per unit	LF		732	
XXXX	XXXX		PEDESTRIAN GATE(INSTALL)(SINGLE) Complete in Place, for the Sum of <u>One thousand three hundred</u> Dollars and <u>- NO -</u> Cents per unit	EA		6	
XXXX	XXXX		REM & REINSTALL MAILBOX Complete in Place, for the Sum of <u>Two hundred</u> Dollars and <u>- NO -</u> Cents per unit	EA		2	
			RAILROAD FLAGGERS Complete in Place, for the Sum of <u>Four hundred</u> Dollars and <u>- No -</u> Cents per unit	DAY		41	
			RAILROAD PROTECTIVE LIABILITY INSURANCE Complete in Place, for the Sum of <u>Eight thousand</u> Dollars and <u>- NO -</u> Cents per unit	LS		1	

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, SCHEDULE, ITEMS 100-2002
THROUGH XXXX-XXXX, INCLUSIVE

\$ 433,760.50

Four hundred thirty three thousand

(Words) (Words) (Words)

Seven hundred sixty

Dollars and

fifty

Cents

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and further agrees to commence work within ten (10) days after the date of written notice to do so, and complete the same within 120 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the Contract.

Enclosed with this proposal is a Certified Check for:

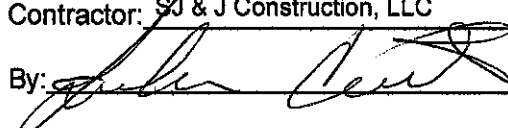
_____ Dollars(\$ _____)

or a Proposal Bond in the sum of:

Twenty one thousand six hundred eighty eight with three cents _____ Dollars(\$ 21,688.03)

which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after bids are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon request.

Contractor: SJ & J Construction, LLC

By: 

Printed

Name Julian Cervantes

Address 2310 Lapsley St.

City Dallas

State Tx

ZIP 75212

Telephone

Number 214-688-1986

Facsimile

Number 214-920-9573

Bidder's Tax I.D. No. or Employer No.

Notes: Sign in ink.

46-1262264

CITY OF COLLEYVILLE, TEXAS
CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

This Contract made and entered into this the (Day of Month here) day of (Name of Month here), 20(Year here), by and between the City of Colleyville, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, by and through its duly authorized Assistant City Manager, ("Owner"), and (Contracting Company Name here), ("Contractor"). Owner and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties."

WITNESSETH: That said Parties have agreed as follows:

1.

That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete the construction of certain improvements described as follows:

FOR: Colleyville Quiet Zone Improvements (CSJ 0902-48-756)

2.

That the work herein contemplated shall consist of the Contractor furnishing as an independent contractor all labor, tools, appliances and materials, necessary for the construction and completion of said project in accordance with the Plans and Specifications and Contract Documents prepared by or on behalf of the City of Colleyville for the Public Works Department of the City of Colleyville adopted by the City Council of the City of Colleyville, which Plans and Specifications and Contract Documents are hereto attached and made a part of this Contract the same as if written herein.

3.

The Contractor hereby agrees and binds itself to commence the construction of said work within ten (10) days after being notified in writing to do so by the Public Works Department of the City of Colleyville.

4.

The Contractor hereby agrees to prosecute said work with reasonable diligence after the commencement thereof and to fully complete and finish the same ready for the inspection and approval of the Public Works Department of the City of Colleyville and City Council of the City of Colleyville within a period of (120) Calendar days.

If the Contractor should fail to complete the work as set forth in the Plans and Specifications and Contract Documents within the time so stipulated, plus any additional time allowed as provided in the General Conditions, there shall be deducted from any monies due or which may thereafter become due him, the sum of \$(Dollar Amount here) per working day, not as a penalty but as liquidated damages, the Contractor and its Surety shall be liable to the Owner for such deficiency.

5.

Should the Contractor fail to begin the work herein provided for within the time herein fixed or to carry on and complete the same according to the true meaning of the intent and terms of said Plans, Specifications and Contract Documents, then the Owner shall have the right to either demand the Surety to take over the work and complete same in accordance with the Contract Documents or to take charge of and complete the work in such manner as it may deem proper, and if in the completion thereof, the cost to the Owner shall exceed the contract price or prices set forth in the Plans and Specifications made a part hereof, the Contractor and/or its Surety shall pay Owner on demand in writing, setting forth and specifying an itemized statement of the total cost thereof, said excess cost.

6.

Contractor covenants and agrees to indemnify the Owner, Owner's Engineer and Architect, and their personnel at the project site for Contractor's sole negligence. In addition, Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, the Owner, its officers, servants and employees, from and against any and all claims or suits for property loss, property damage, personal injury, including death, arising out of, or alleged to arise out of, the work and services to be performed hereunder by Contractor, its officers, agents, employees, subcontractors, licensees or invitees, whether or not any such injury, damage or death is caused, in whole or in part, by the negligence or alleged negligence of Owner, its officers, servants, or employees. Contractor likewise covenants and agrees to indemnify and hold harmless the Owner from and against any and all injuries to Owner's officers, servants and employees and any damage, loss or destruction to property of the Owner arising from the performance of any of the terms and conditions of this Contract, whether or not any such injury or damage is caused in whole or in part by the negligence or alleged negligence of Owner, its officers, servants or employees.

In the event Owner receives a written claim for damages against the Contractor or its subcontractors prior to final payment, final payment shall not be made until Contractor either (a) submits to Owner satisfactory evidence that the claim has been settled and/or a release from the claimant involved, or (b) provides Owner with a letter from Contractor's liability insurance carrier that the claim has been referred to the insurance carrier.

The Director may, if deemed appropriate, refuse to accept bids on other City of Colleyville public work from a Contractor against whom a claim for damages is outstanding as a result of work performed under a City of Colleyville contract.

7.

The Contractor agrees, upon the execution of this Contract, and before beginning work, to make, execute and deliver to City of Colleyville the following bonds in the name of the City of Colleyville in a sum equal to the amount of the Contract. The form of the bond shall be as herein provided and the surety must first be acceptable to the City of Colleyville. All bonds furnished hereunder shall meet the requirements of Chapter 2253 of the Texas Government Code, as amended.

A. If the total contract price is \$25,000 or less, payment to the contractor shall be made in one lump sum. Payment shall not be made for a period of 45 calendar days from the date the work has been completed and accepted by the Owner.

B. If the contract amount is in excess of \$25,000, a Payment Bond shall be executed, in the amount of the Contract, solely for the protection of all claimants supplying labor and material in the prosecution of the work.

C. If the Contract amount is in excess of \$100,000, a Performance Bond shall be executed, in the amount of the Contract conditioned on the faithful performance of the work in accordance with the Plans, Specifications, and Contract Documents. Said bond shall solely be for the protection of the Owner.

D. A Two-year Maintenance Bond in the name of the Owner is required for all projects to insure the prompt, full and faithful performance of the general guarantee contained in the Contract Documents.

8.

The Owner agrees and binds itself to pay, and the Contractor agrees to receive, for all of the aforesaid work, and for all additions thereto or deductions therefrom, the price shown on the Proposal submitted by the successful bidder hereto attached and made a part hereof. Payment will be made in monthly installments upon actual work completed by Contractor and accepted by the Owner and receipt of invoice from the Contractor. The agreed upon total Contract amount shall be (Dollar Amount Spelled Out here) Dollars, (\$ (Dollar Amount Shown Numerically here)).

9.

It is further agreed that the performance of this Contract, whether in whole or in part, shall not be sublet or assigned to anyone else by said Contractor without the written consent of the Owner. Any request for any sublease or assignment shall be made in writing and submitted to the Director of the Public Works Department.

10.

The Contractor agrees to pay at least the minimum wage per hour for all labor as the same is classified, promulgated and set out by the City of Colleyville, Texas, a copy of which is attached hereto and made a part hereof the same as if it were copied verbatim herein.

11.

It is mutually agreed and understood that this Contract is made and entered into by the Parties hereto with references to the existing Charter and Ordinances of the City of Colleyville and the laws of the State of Texas with references to and governing all matters affecting this Contract, and the Contractor agrees to fully comply with all the provisions of the same.

IN WITNESS THEREOF, the City of Colleyville has caused this instrument to be signed in counterparts in its name and on its behalf by the City Manager and attested by its Secretary, with the corporate seal of the City of Colleyville attached. The Contractor has executed this instrument through its duly authorized officers in (Number here) counterparts with its corporate seal attached.

Done in Colleyville, Texas, this the _____ day of _____, A.D., 20__

APPROVAL RECOMMENDED:

CITY OF COLLEYVILLE

Robert D. Lowry, PE
PUBLIC WORKS DIRECTOR

BY: _____
Jennifer Fadden
CITY MANAGER

ATTEST:

CONTRACTOR

Amy Shelley
CITY SECRETARY
(SEAL)

BY: _____

TITLE

APPROVED AS TO FORM AND LEGALITY:

ADDRESS

Mathew Boyle
CITY ATTORNEY

PERFORMANCE BOND

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL BY THESE PRESENTS:

That we, (1) _____
as Principal herein, and (2) _____
a Corporation organized under the laws of the State of (3) _____
is authorized to issue surety bonds in the State of Texas, Surety herein, are held and firmly
bound unto the City of Colleyville, a municipal corporation located in Tarrant County, Texas,
Obligee herein, in the sum of _____
_____ Dollars (\$ _____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee
dated the __ day of _____, 20__, a copy of which is attached hereto and made a part hereof
for all purposes, for the construction of _____

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall
faithfully perform the work in accordance with the plans, specifications, and contract
documents and shall fully indemnify and hold harmless the Obligee from all costs and
damages which Obligee may suffer by reason of Principal's default, and reimburse and
repay Obligee for all outlay and expense that Obligee may incur in making good such
default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the
Texas Government Code, as amended, and all liabilities on this bond shall be determined
in accordance with the provisions of such statute, to the same extent as if it were copied at
length herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and
the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20__.

PAYMENT BOND

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL BY THESE PRESENTS:

That we, (1), _____ as Principal herein, and
_____, a corporation organized
and existing under the laws of the State of (3) _____, as surety, are held and
firmly bound unto the City of Colleyville, a municipal corporation located in Tarrant and
Denton Counties, Texas, Obligee herein, in the amount of _____
_____ Dollars (\$ _____)
for the payment whereof, the said Principal and Surety bind themselves and their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents:

WHEREAS, the Principal has entered into a certain written contract with the Obligee
dated the ____ day of _____, 20__, which contract is hereby referred to and
made a part hereof as if fully and to the same extent as if copied at length, for the following
project: _____

NOW, THEREFORE, THE CONDITION OF TIDS OBLIGATION IS SUCH, that if the
said Principal shall faithfully make payment to each and every claimant (as defined in
Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the
prosecution of the work under the contract, then this obligation shall be void; otherwise, to
remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the
Texas Government Code, as amended, and all liabilities on this bond shall be determined in
accordance with the provisions of said statute, to the same extent as if it were copied at
length herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and
the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20__.

ATTEST:

(Principal)
Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

SURETY

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

NOTE:

- (1) Correct name of Principal (Contractor).
- (2) Correct name of Surety.
- (3) State of incorporation of Surety

Telephone number of surety must be stated. In addition, an original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

The date of bond shall not be prior to date of Contract.

CERTIFICATE OF INSURANCE

TO: CITY OF COLLEYVILLE

Date: _____

NAME OF PROJECT: _____

PROJECT NUMBER: _____

IS TO CERTIFY THAT: _____

is, at the date of this certificate, Insured by this Company with respect to the business operations hereinafter described, for the type of insurance and accordance with provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy	Effective	Expires	Limits of Liability
Worker's Compensation				
Comprehensive General Liability Insurance (Public Liability)				Bodily Injury: Ea. Occurrence: \$ Property Damage: Ea. Occurrence: \$
Blasting				Ea. Occurrence: \$
Collapse of Building or structures adjacent to excavations				Ea. Occurrence: \$
Damage to Underground Utilities				Ea. Occurrence: \$
Builder's Risk				
Comprehensive Automobile Liability				Bodily Injury: Ea. Person: \$ Ea. Occurrence: \$ Property Damage Ea. Occurrence: \$
Contractual Liability				Bodily Injury: Ea. Occurrence: \$ Property Damage: Ea. Occurrence: \$
Other				

Locations covered: _____

Description of operations covered: _____

The above policies either in the body thereof or by appropriate endorsement provided that they may not be changed or canceled by the insurer in less than five (5) days after the insured has received written notice of such change/or cancellation.

Where applicable local laws or regulations require more than five (5) days actual notice of change or cancellation to be assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

The City, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.

Agency _____ Insurance Co. _____

Colleyville Agent _____ By _____

Address _____ Title _____

General Decision Number: TX130035 01/04/2013 TX35

Superseded General Decision Number: TX20120035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
0 01/04/2013

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	
Work Zone Barricade Servicer.....	\$ 11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	
Broom or Sweeper.....	\$ 11.74	
Concrete Pavement Finishing Machine.....	\$ 16.05	
Concrete Saw.....	\$ 14.48	
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 17.27	
Crane Operator, Lattice Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	
Excavator, 50,000 pounds		

or less.....\$ 17.19
 Excavator, over 50,000
 pounds.....\$ 16.99
 Foundation Drill , Truck
 Mounted.....\$ 21.07
 Foundation Drill, Crawler
 Mounted.....\$ 17.99
 Front End Loader 3 CY or
 Less.....\$ 13.69
 Front End Loader, over 3 CY.\$ 14.72
 Loader/Backhoe.....\$ 15.18
 Mechanic.....\$ 17.68
 Milling Machine.....\$ 14.32
 Motor Grader, Fine Grade....\$ 17.19
 Motor Grader, Rough.....\$ 16.02
 Pavement Marking Machine....\$ 13.63
 Reclaimer/Pulverizer.....\$ 11.01
 Roller, Asphalt.....\$ 13.08
 Roller, Other.....\$ 11.51
 Scraper.....\$ 12.96
 Small Slipform Machine.....\$ 15.96
 Spreader Box.....\$ 14.73

 Servicer.....\$ 14.58

 Steel Worker (Reinforcing).....\$ 16.18

 TRUCK DRIVER
 Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25
 Single Axle.....\$ 12.31
 Single or Tandem Axle Dump
 Truck.....\$ 12.62
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86
 Transit-Mix.....\$ 14.14

WELDER.....\$ 14.84

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

THE STATE OF TEXAS §

COUNTY OF TARRANT §

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____

(description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath stated as follows:

"My name is _____. I am of sound mind and capable of making this affidavit.

"I am _____ for the _____ which company entered into a contract on the ____ day of _____, 20__ to construct **QUIET ZONE IMPROVEMENTS**, City of Colleyville Project No. OT15-001, in the City of Colleyville, Texas, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Colleyville, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Colleyville to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law."

AFFIANT

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

Notary Public In and For The State of Texas

Notarys' Printed Name

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

Signature

Date

ATTEST (if corporation)

Date

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
STP-MM Program
Off-System
Design and Construction of Quad Gates**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Colleyville, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 111335 that provides for the development of, and funding for, the project describe herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated July 20, 2010, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Scope of Work

The scope of work for this LPAFA is described as to design and construct Quad Gates or other appropriate facilities at three railroad crossings along the Cottonbelt Line in the City of Colleyville.

5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement without exception.
7. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the Local Government, as stated in the Master Agreement, without exception. The Local Government is responsible for performance of any required architectural or preliminary engineering work. The State may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.
10. Construction Responsibilities will be carried out by the Local Government, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless otherwise provided for in this Agreement or through amendment of this agreement.
 - d. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall

equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

- e. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- f. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- i. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- j. Whenever American Recovery and Reinvestment Act of 2009 ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

- j. Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.
 - k. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a

detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.
17. Debarment Certification. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Colleyville City Council

By: David Kelly
David Kelly

JUL 20 2010

Title: Mayor

Approved

Date: July 21, 2010

THE STATE OF TEXAS

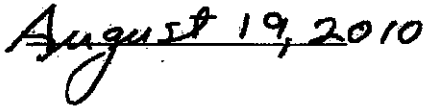
CSJ #0902-48-756
District # 02 – Fort Worth (RCN)
Code Chart 64 #09100
Project: Quad Gates: Various
CFDA #20.205

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:


Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date:



CSJ #0902-48-756
District # 02 – Fort Worth (RCN)
Code Chart 64 #09100
Project: Quad Gates: Various
CFDA #20.205

ATTACHMENT A
Resolution of Local Government
Approving This LPAFA

RESOLUTION R-10-3250

**A RESOLUTION APPROVING COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR CITY
COUNCIL MEETING OF JULY 20, 2010**

WHEREAS, 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:

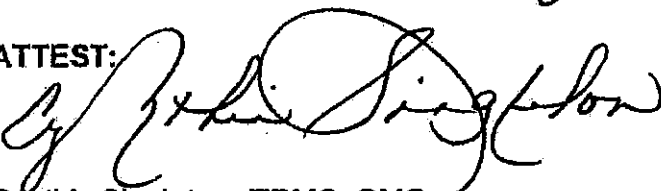
Sec. 1. THAT the agenda decisions approved by Council action under Consent Items as follows are hereby adopted:

- a. Approval of the minutes of the regular City Council meeting of July 6, 2010
- b. Approval of the Local Transportation Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the design and construction of quad gates
- c. Approval of bid award to Ward Diesel Filter Systems, for the installation of exhaust recovery equipment on all fire apparatus, in the amount of \$59,500
- d. Approval to purchase fuel for all City fleet vehicles from Mansfield Oil/Wright Express, under the Tarrant County RFP 2010-056 Annual Contract for Fleet Fuel Card and Maintenance Services
- e. Approval of a Professional Services Agreement with Burgess & Niple for the design of the Pleasant Run Road and John McCain Road Intersection Improvements, in an amount not to exceed \$99,800, and authorize the City Manager to execute the agreement

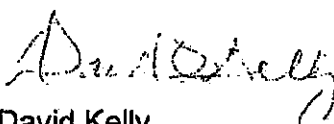
AND IT IS SO RESOLVED.

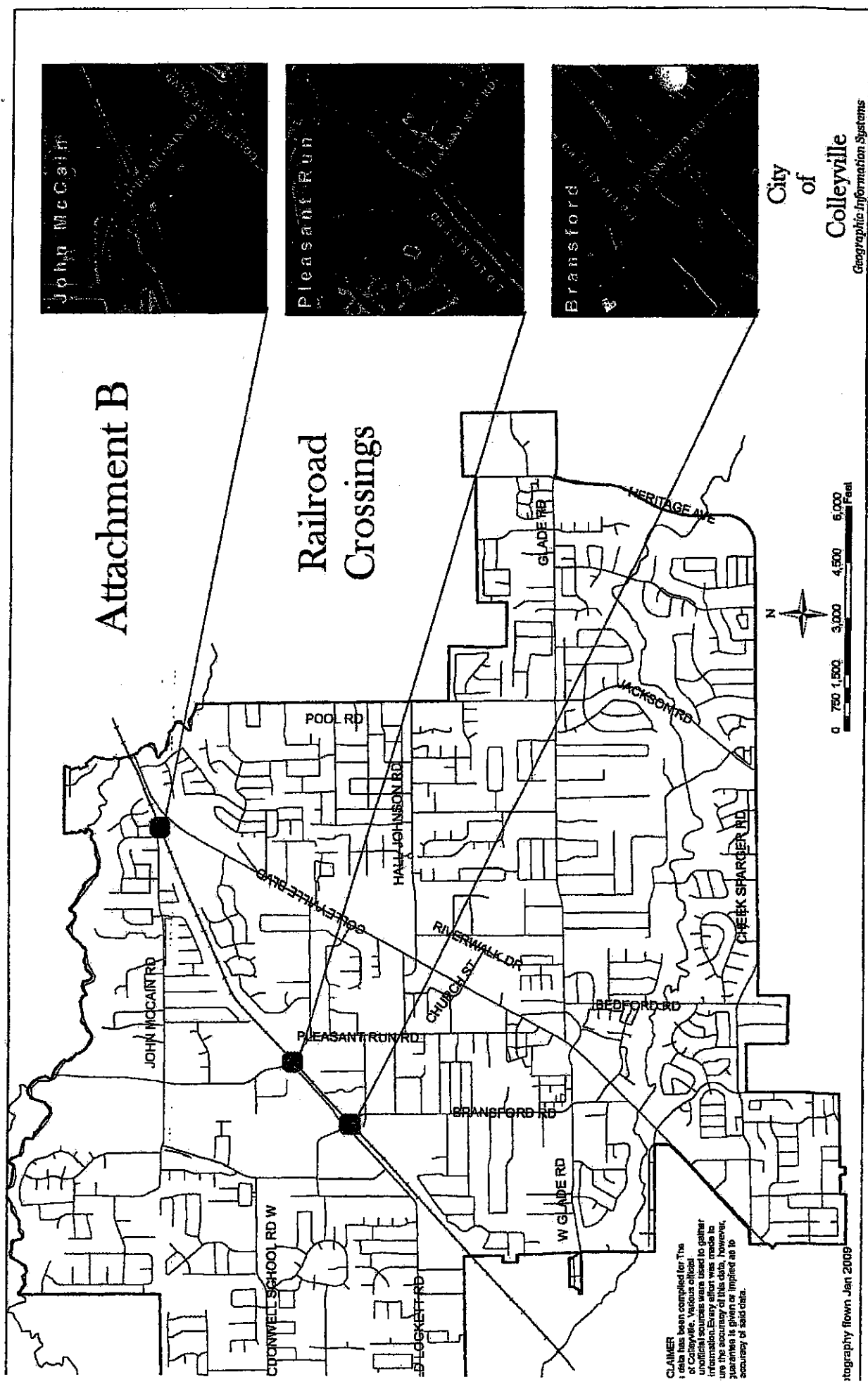
APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS
ON THIS THE 20th DAY OF July 2010.

ATTEST:


Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor



CSJ #0902-48-756
 District # 02 – Fort Worth (RCN)
 Code Chart 64 #09100
 Project: Quad Gates: Various
 CFDA #20.205

ATTACHMENT C

Project Budget Estimate and Source Of Funds
 STPMM – Off System
 Design and Construction of Quad Gates

The Local Government will participate in the cost of the design and construction of Quad Gates or other appropriate facilities at three railroad crossings along the Cottonbelt Line in the City of Colleyville, which are off-system locations. Based on the funding Category 7, the Local Government's participation is 20% of the cost of this particular improvement and the other 80% will be paid for with federal funds. The Local Government's estimated participation of this additional work is \$359,000.00, including construction items, and engineering and contingencies. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
PS&E	\$140,900.	80%	\$112,720.	0%	\$ 0.00	20%	\$28,180.
Construction	\$1,548,913.	80%	\$1,239,130.	0%	\$ 0.00	20%	\$309,783.
Subtotal	\$1,689,813.		\$1,351,850.		\$ 0.00		\$337,963.
Direct State Costs @ 5.86% (including plan review, inspection and oversight)	\$105,187.	80%	\$84,150.	0%	\$ 0.00	20%	\$21,037.
TOTAL	1,795,000.	\$1,436,000.		\$0.00		\$359,000.	

Direct State Cost will be based on actual charges.

Local Government's Participation (20%) = \$359,000.00

Local Government shall pay \$21,037.00 upon execution of this agreement.

Local Government shall pay 60 days prior to letting - \$337,963.00

This is an estimate only, final participation amounts will be based on actual charges to the project.

**City of Colleyville
and
Fort Worth Transportation Authority
Quiet Zone Implementation
Interlocal Agreement**

This Quiet Zone Implementation Interlocal Agreement, hereinafter called "ILA," is made by and between the City of Colleyville a Texas home rule city, hereinafter called "Colleyville," and the Fort Worth Transportation Authority, a political subdivision of the State of Texas created pursuant to Chapter 452 of the Transportation Code, hereinafter called "FWTA."

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the Fort Worth Transportation Authority, a regional transportation authority and a political subdivision of the State of Texas, created and existing pursuant to Chapter 452 of the Transportation Code, and the City of Colleyville, a Texas home rule city, may exercise jointly the power to provide governmental services for the public health, safety and welfare; and

WHEREAS; The Cotton Belt rail line, hereinafter called the "Rail Corridor," owned by Dallas Area Rapid Transit, hereinafter called "DART," with freight service provided by the Fort Worth and Western Railroad, hereinafter called "FWWR," traverses Colleyville; and

WHEREAS; Colleyville, for the benefit of its residents, desires to reduce noise and increase safety associated with operation of train service on the Cotton Belt rail line by eliminating train whistles through the implementation of quiet zones and quad gates or non mountable barriers on the Rail Corridor; and

WHEREAS; Colleyville applied and received grant funding to design, build, and implement quiet zones in Colleyville on the Cotton Belt rail line; and

WHEREAS; except as otherwise provided for herein, Colleyville's maximum costs and contribution under this ILA is the total amount of said grant in the amount of \$1.4 Million which is conditioned upon FWTA's provision of the match amount of \$359,000.00; and

\$1.436


Initials


Initials

WHEREAS; Colleyville has executed a Local Transportation Project Advance Funding Agreement (LPFA) with the Texas Department of Transportation, hereinafter called "TxDOT," for the design, construction, and implementation of quiet zones in Colleyville; and

WHEREAS; FWTa is studying passenger rail service to Dallas-Fort Worth International Airport, hereinafter called "D-FWIA," with the preferred local alternative on the Tarrant County portion of the Cotton Belt Rail Corridor; and

WHEREAS; there may be additional quiet zones on the Cotton Belt and other rail lines utilized for the D-FWIA commuter rail service; and

WHEREAS; it is desirable and appropriate to have uniform implementation of quiet zones on the Cotton Belt Rail Corridor and other potential rail lines in the area; and

WHEREAS; quiet zone implementation requires coordination among the city (ies) in which the railroad tracks are located, the Federal Railway Administration, hereinafter called the "FRA," the owner of the rail corridor (DART) and the involved railroads; and

WHEREAS; FWTa has the expertise to manage and oversee the design, construction and implementation of quiet zones and is willing to assist Colleyville; and

WHEREAS; Colleyville desires to utilize FWTa's expertise in the management and oversight of the design, construction and implementation of quiet zones in Colleyville; and

WHEREAS; the FWTa desires to manage and oversee the design, construction, and implementation of quiet zones in Colleyville.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto, the sufficiency of which is hereby affirmed, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

I. Obligations of FWTa -- FWTa will manage and oversee the design, construction and implementation of quiet zones in Colleyville by undertaking the following:

A. Provide a draft Request for Proposal for Colleyville, to solicit qualified design and consulting firms to undertake the diagnostic analysis and design necessary for quiet zones in Colleyville including gate-controlled pedestrian crossings at the following locations on the Cotton Belt Rail Corridor:

- Bransford Road
- Pleasant Run Road, and
- John McCain Road

B. Evaluate and procure the design and consulting firms who submit proposals. Such procurement shall be in full accordance with the FWTa's procurement policies and applicable law.

- C. Manage the selected design and consulting firm in the preparation of a design package for bidding.
- D. Assist the selected firm and coordinate with the FRA, TXDOT, DART and FWWR on all issues related to the design, permitting and construction of quad gate and gate-controlled pedestrian crossings at all locations mentioned in Part A above.
- E. Issue the appropriate design package for the construction and implementation contract for the quiet zones.
- F. Provide construction management services for any construction associated with the construction of quad gates and gate-controlled pedestrian crossings at each location and implementation of quiet zones.
- G. Coordinate all of the above activities with DART.
- H. Provide the local funding match of \$359,000 for the design and construction of the quiet zones, including quad gates or non-mountable barriers for roadways and trail crossings at each location. FWTA's funding shall cover any and all project costs in excess of the City's grant contribution of ~~\$359,000~~. Such costs shall include any administrative and inspection costs assessed by the Texas Department of Transportation, either prior to or after the project. In the event the City requests additional project enhancements, above and beyond what is necessary to achieve quiet zone designation, the City shall assume such costs.
- \$1,436,000
- 

Initials


Initials
- I. The above services will be done at FWTA's sole expense and cost.
- J. FWTA shall be responsible for the costs of any audit, including any single audit required by OMB Circular A-133.
- K. FWTA shall ensure that the project is completed in full compliance with all applicable laws, including the Davis-Bacon Act where applicable.

II. Obligations of Colleyville

- A. Except as noted above, Colleyville, solely to the extent of the grant funding, will be responsible for cost participation in the design, construction and implementation of quiet zones and gate-controlled crossings in Colleyville on the Cotton Belt Rail Corridor. Colleyville's cost participation shall be on a reimbursement basis only.
- B. Colleyville will manage all aspects of the LPAFA with TXDOT.
- C. Subject to I.A., above, Colleyville will procure the design and construction contracts for implementation of the quiet zones.

III. Future Maintenance

An at-grade railroad crossing consists of a city street and the rail tracks. The division of responsibility for maintenance and repair customarily falls where the railroad construction and street construction abut. This demarcation is seen on location where the rail tracks are approached from each direction with transition slabs. Responsibility for future maintenance shall be apportioned as follows:

- A. The outside of the transition slabs shall be the responsibility of Colleyville with the exception of the electronic detector loops embedded in the street pavement.
- B. Maintenance of all the area, including tracks, ballast, and related equipment, between the transition slabs, and including the transition slabs, shall be the responsibility of DART; FWTa will coordinate this work with DART.
- C. Maintenance of the electronic detector loops embedded in the pavement outside the normal railroad right of way limits shall be the responsibility of DART; FWTa will coordinate this work with DART.

IV. Insurance and Indemnity

- A. Colleyville and FWTa shall provide sufficient insurance or self-insurance to meet the requirements of completing this project and both shall agree upon the amounts and types of coverage required. The City's insurance requirements shall be included in construction contract awarded to successful contractor.
- B. To the extent allowed by law and the Texas Constitution, with respect to any claim arising from the sole activities, responsibilities and obligations as defined in this ILA of one of the parties to this agreement, then such party whose activities gave rise to such claim shall hold harmless, assume the defense of, defend and indemnify the non-responsible party, its directors, council persons, officers, agents, and assigns, as the case may be, for any and all causes of action, claims, damages, demands, liabilities, losses, obligations, costs or expenses suffered or incurred at any time during the term of this agreement, arising out of or from any accident or other injury or damage to personal

property or real property, or other injury or death of an individual or individuals as a result of the negligent and/or willful or wanton actions or omissions or misconduct of the responsible party, and/or that party's officers, directors, council persons, officers, employees and agents.

- C. With regard to any claim or lawsuit arising from the joint or concurrent activities responsibilities and obligations of the parties to this ILA, then a proportionate or percentage allocation of the handling and cost of the defense, settlement, satisfaction, payment or other resolution of such claim or lawsuit shall be determined by mutual agreement of the parties. Should the parties fail to reach such agreement, then their respective responsibilities (if any) shall be determined by the Texas law of proportionate responsibility under Chapter 33 of the TEX.CIV.PRAC.REM. CODE, as amended, and its successor provisions, or other statute or common law apportioning liability between joint tortfeasors, pursuant to a final judgment rendered by a court of appropriate jurisdiction. With regard to any claim or lawsuit that allege the damage or injury complained of is the result of the joint or concurrent activities of the parties, the parties agree to jointly defend such claim or lawsuit by means of a joint defense; provided, however, that nothing herein shall limit each respective party from settling or disposing of its own potential liability prior to or subsequent to the final adjudication of such claim or lawsuit. A settlement of a claim or lawsuit by one party shall not be binding upon the other party, absent that party's express prior written consent.

V. General Terms

- A. Each party has adequate funds in their respective FY 2013 budgets to cover their committed participation. In the event the study overlaps funding years, the respective funding shares will be spread over the overlapping funding years.
- B. Colleyville and FWTa will meet periodically as mutually agreed to coordinate the implementation of the Cotton Belt Rail Corridor quiet zones, identified above.
- C. The effective date of this ILA shall be October 1, 2012. .
- D. The term of this ILA shall be five (5) years.
- E. It is expressly understood and agreed by the parties to this ILA that if the performance of any provision is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this ILA to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

- F. It is specifically understood and agreed that the relationship described in this ILA is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Nor shall either party be liable for any debts or liabilities incurred by the other party for operations or activities not contemplated by this ILA.
- G. This ILA may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this ILA, so that in making proof of this ILA, it shall only be necessary to produce or account for one such counterpart.
- H. This ILA embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.
- I. Any captions, headings, and arrangements used in this ILA are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.
- J. This ILA and all agreements entered into in connection with the transactions contemplated by this ILA are, and will be, executed and delivered, and are intended to be performed in the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this ILA. In the event of litigation between the parties hereto, their successors or assigns, with regard to this ILA and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Tarrant County, Texas.
- K. In the event any one or more of the provisions contained in this ILA 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 provision(s) hereof, and this ILA shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the parties.
- L. If future federal, state or local statute, ordinance, regulation, rule or action render this ILA or in part, illegal, invalid, unenforceable or impractical, the parties agree to delete and/or to modify such portions of the ILA as are necessary to render it valid, enforceable and/or practical. Each section, paragraph or provision of this ILA shall be considered severable, and if for any reason any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument. In the event that a future federal, state or local statute, ordinance, regulation, rule or action renders this ILA in whole illegal, invalid, unenforceable or impractical and either one or both of the parties to this ILA agree that it is impossible or impracticable to continue to the purpose of this ILA, then, this ILA, if not already terminated by operation of law, may be terminated by either party.

- M. If any party initiates an action to enforce any provision of this ILA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.
- N. All of the terms, conditions, warranties and representations contained in this ILA shall survive, in accordance with their terms, and shall survive the execution hereof.
- O. It is expressly understood and agreed that, in the execution of this ILA, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this ILA the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this agreement shall not create any rights in parties not signatories hereto.
- P. Whenever this ILA requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:
- If to FWTA: President/Executive Director
Fort Worth Transportation Authority
1600 E. Lancaster
Fort Worth, Texas 76102
- With a copy to: General Counsel
Fort Worth Transportation Authority
1600 E. Lancaster
Fort Worth, Texas 76102
- If to Colleyville: Colleyville City Manager
100 Main Street
Colleyville, Texas 76034
- With a copy to: Colleyville City Attorney
Matthew C. G. Boyle
Boyle & Lowry L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062
- Q. The parties deem the execution date of this ILA to be the date on which the last of the parties hereto execute this document.

Executed this the 22nd day of October, 2012, pursuant to the authority of the Fort Worth Transportation Authority Board of Directors ECA No. 2012-_____, approved on May _____, 2012, and the Colleyville City Council Resolution R-12-3519, dated August 7, 2012.

COLLEYVILLE

By: David Kelly
David Kelly
Mayor

APPROVED AS TO FORM:

By: Cathy Cunningham
for Matthew C. G. Boyle
City Attorney

FORT WORTH TRANSPORTATION
AUTHORITY

By: Richard L. Ruddell
Richard L. Ruddell
President/Executive Director

APPROVED AS TO FORM:

By: Sylvia M. Hartless
Sylvia M. Hartless
General Counsel

RESOLUTION R-10-3250

**A RESOLUTION APPROVING COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR CITY
COUNCIL MEETING OF JULY 20, 2010**

WHEREAS, 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:

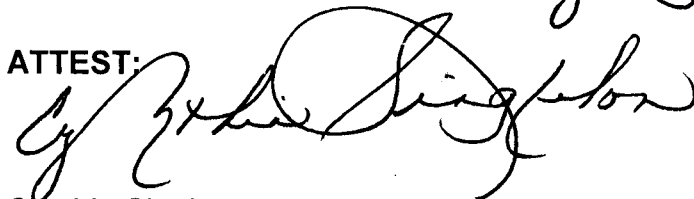
Sec. 1. THAT the agenda decisions approved by Council action under Consent Items as follows are hereby adopted:

- a. Approval of the minutes of the regular City Council meeting of July 6, 2010
- b. Approval of the Local Transportation Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the design and construction of quad gates
- c. Approval of bid award to Ward Diesel Filter Systems, for the installation of exhaust recovery equipment on all fire apparatus, in the amount of \$59,500
- d. Approval to purchase fuel for all City fleet vehicles from Mansfield Oil/Wright Express, under the Tarrant County RFP 2010-056 Annual Contract for Fleet Fuel Card and Maintenance Services
- e. Approval of a Professional Services Agreement with Burgess & Niple for the design of the Pleasant Run Road and John McCain Road Intersection Improvements, in an amount not to exceed \$99,800, and authorize the City Manager to execute the agreement

AND IT IS SO RESOLVED.

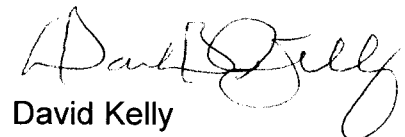
APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS
ON THIS THE 20th DAY OF July 2010.

ATTEST:



Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

RESOLUTION R-12-3519

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF AUGUST 7, 2012**

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 July 17, 2012
 - b. Approval and adoption of the 2012 certified tax roll
 - c. Approval of a contract with Pattillo, Brown and Hill, L.L.P., for audit services for fiscal year ended September 30, 2012, in the amount of \$43,725
 - d. Approval of an interlocal agreement between the City of Grapevine and the City of Colleyville for the operation and maintenance of the southbound Heritage Avenue school zone flasher, south of Hall-Johnson Road
 - e. Approval of an interlocal agreement between the City of Keller, City of Southlake, and the City of Colleyville for the regionalization of the administration and operation of animal control services
 - f. Approval of an interlocal agreement between the City of Colleyville and the Fort Worth Transportation Authority (FWTA) for the design and construction of quad gates at three locations on the Cotton Belt Rail Corridor in Colleyville

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0
ABSTENTIONS ON THIS THE 7TH DAY OF AUGUST 2012.

ATTEST:



Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

RESOLUTION R-13-3610

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
MARCH 19, 2013**

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 March 5, 2013
 - b. Approval of the minutes of the Joint City Council and Planning and Zoning Commission Worksession of March 7, 2013
 - c. Approval of an Engineering Services Agreement with CTC, Inc., in an amount not to exceed \$321,803.50, for the design of Supplemental Safety Measures (SSMs) for at grade crossings on the Cotton Belt Railway at Bransford Road, Pleasant Run Road, and John McCain Road, to allow the Federal Railroad Administration (FRA) to designate those locations as quiet zones, and authorize the city manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0
ABSTENTIONS ON THIS THE 19TH DAY OF MARCH 2013.

ATTEST:



Amy Shelley
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

RESOLUTION R-14-3744

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF MAY 6, 2014

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

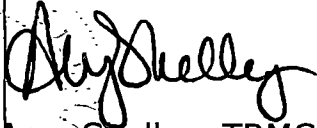
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of April 15, 2014
 - b. Approval of the minutes of the City Council Worksession of April 16, 2014
 - c. Approval of a Facility Naming Policy
 - d. Approval of a change order to the engineering services agreement with CTC, Inc., for the design of railroad quiet zones at Bransford Road, Pleasant Run Road, and John McCain Road, and authorize the city manager to execute the agreement
 - e. Approval of a construction contract with Saber Development, for Colleyville Boulevard (SH26) Water and Sanitary Sewer Relocations – Phase 3, in an amount not to exceed \$3,269,859.75, and authorize the city manager to execute the contract
 - f. Approval of an agreement between CTC, Inc. and the City of Colleyville to provide maintenance services on the active warning and advance pre-emption equipment installed at the Fort Worth and Western Railroad crossings at Bransford Road, Pleasant Run Road, and John McCain Road, and authorize the city manager to execute the agreement
 - g. Approval of the use of Park Land Dedication Fund monies for the Pleasant Run Soccer Field improvements

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS
ON THIS THE 6TH DAY OF MAY 2014.

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

RESOLUTION R-14-3767

APPROVAL OF A CONSTRUCTION CONTRACT WITH SJ & J CONSTRUCTION, LLC, IN THE AMOUNT OF \$433,203 FOR ROAD IMPROVEMENTS AND PEDESTRIAN ENHANCEMENTS FOR THE INSTALLATION OF RAILROAD QUIET ZONES ON THE COTTON BELT RAILROAD LINE, AUTHORIZING THE EXPENDITURE OF \$18,863 FROM THE PARK LAND DEDICATION FUND, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOLLOWING APPROVAL FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE FORT WORTH TRANSPORTATION AUTHORITY

WHEREAS, the Colleyville City Council is dedicated to enhancing the quality of life of the citizens of Colleyville; and

WHEREAS, the City applied for and received a grant from the Federal Highway Administration to install quiet zones at three road crossings of the Cotton Belt Railroad Line in the City of Colleyville; and

WHEREAS, installation of quiet zones will eliminate the noise from train horns within the city limits of Colleyville; and

WHEREAS, it has been determined pedestrian enhancements to the quiet zones will assist in providing a safe passageway for pedestrians and bicyclists; and

WHEREAS, competitive bids were received for the construction work necessary to install the quiet zones and pedestrian enhancements; and

WHEREAS, the low bid of \$433,203, submitted by SJ & J Construction, LLC, of Dallas, Texas, has been determined to be a reasonable bid for the work.

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

Sec. 1. THAT the Colleyville City Council approves a construction contract with SJ & J Construction, LLC, in the amount of \$433,203.

- Sec. 2. THAT the total project cost exceeds grant funding by \$18,863, and the City Council hereby authorizes the expenditure of \$18,863 from the Park Land Dedication fund for the Webb House trail segment.
- Sec. 3. THAT in compliance with the Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation and the Interlocal Agreement with the Fort Worth Transportation Authority, the city manager is authorized to execute the contract, following approval concurrence by the Texas Department of Transportation and the Fort Worth Transportation Authority.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF JULY 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 7b

Agenda Date 07/15/2014

Number Resolution R-14-3768

Type Resolution

Department Public Works

Title

Approval of two licensing agreements with Dallas Area Rapid Transit (DART), permitting roadway improvements within DART right-of-way at Bransford Road and Pleasant Run Road, and authorize the mayor to execute the agreements

Explanation

Reading and Public Hearing

On October 24, 2002, a three party Highway-Railroad Licensing Agreement (attached) was executed between the Texas Department of Transportation (TxDOT), Dallas Area Rapid Transit (DART), and the City of Colleyville, to construct, maintain, and use the highway (John McCain Road at SH26) across the DART right-of-way at that location. When the intersection of John McCain and SH26 was reconstructed, a long center median was installed on both sides of the railroad tracks. That median meets the Federal Railroad Administration (FRA) requirements for a supplemental safety measure and additional crossing arms are not required at that location. It will, however, be necessary to relocate the Cotton Belt Trail Crossing at John McCain Road to the west end of the existing median as part of the quiet zone project.

DART has informed the City that in order to make the roadway improvements and install quad gates at Bransford Road and Pleasant Run Road it is necessary to execute a licensing agreement that assigns the City the responsibility for the design, construction, reconstruction, replacement, removal, operation, and maintenance of the permitted improvements. Quad gates consist of four crossing arms to preclude motorists from going around the single crossing arm in each direction of travel. They meet the FRA's criteria for supplemental safety measures necessary for the establishment of quiet zones. As previously noted, quad gates will not be installed at the John McCain Road crossing because the median at that location also meets the FRA criteria. The construction and maintenance will be accomplished by third party contractors. In addition, the agreement requires the City, and any of its contractors, to comply with all federal, state, and local laws and regulations, and provide proof of insurance for any contracted work done in the right-of-way.

The scope of the construction improvements covered by the two attached licensing agreements includes the installation of quad gates at the two intersections, as well as pedestrian crossing gates, a 100 foot section of ten foot wide trail, and a reconstruction of Bransford Road and Pleasant Run Road within the DART right-of-way. It also includes relocation of the Cotton Belt Trail Crossing at John McCain Road.

Attached are separate agreements for Bransford Road and Pleasant Run Road.

Financial Impact

Each license agreement requires a payment of ten dollars cash in hand be paid by the licensee to the licensor (DART).

Recommendation

Approve

Attachments

1. Executed Texas Department of Transportation Highway-Railroad License & Force Account Agreement for John McCain Road crossing
2. Public Road Crossing License Agreement - Bransford Road
3. Public Road Crossing License Agreement - Pleasant Run Road
4. Resolution R-14-3768

Tarrant County
CSJ 0363-01-099
Project STP 2001(26)MM
John McCain Road @
SH 26 in Colleyville
DOT No. 789 733B

STATE OF TEXAS §

COUNTY OF TRAVIS §

TEXAS DEPARTMENT OF TRANSPORTATION

HIGHWAY-RAILROAD LICENSE & FORCE ACCOUNT AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State" and/or "Department," and Dallas Area Rapid Transit, hereinafter called "DART," a regional transportation authority created, organized, and existing under Chapter 452, Texas Transportation Code, formerly Article 1118y, VATCS as amended, and the City of Colleyville, hereinafter called the "City" acting by and through its duly authorized City official.

W I T N E S S E T H

WHEREAS, DART owns and/or manages certain railroad rights of way in Dallas, Denton, Collin, and Tarrant Counties, Texas (the "DART Right of Way"); and

WHEREAS, John McCain Road (the "Highway") intersects the DART Right of Way at Railroad Milepost 617.60 (Highway Station 6+77.11) in Colleyville, Tarrant County, Texas, and the State proposes to cross the DART Right of Way to realign the Highway, as shown on the print marked Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the State, DART, and its operating railroad propose to install a highway-railroad grade crossing warning system under terms of a separate agreement; and

WHEREAS, all work to be performed and all materials to be provided will be at the State's expense.

A G R E E M E N T

NOW THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. LICENSE AND PERMISSION.

a. DART hereby gives to the State license and permission to construct, maintain, and use the Highway across the DART Right of Way at the intersection of the DART Right of Way and Highway as shown on said Exhibit "A".

b. This permission is given, subject to the rights of utility companies, whether public or private, to maintain and operate all existing facilities thereon, thereover, and thereunder, and the State will

make its own arrangements with the utility companies for any necessary relocation or alteration of said utilities.

c. DART shall have the continuing right to reconstruct, maintain, and operate its existing track and appurtenances or to construct, maintain, and operate additional track or tracks, appurtenances or other transit facility or facilities upon and across the proposed roadway at this location.

d. It is agreed that should the property or any portion thereof which is licensed hereunder cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

2. SCOPE OF WORK.

a. DART agrees to allow the State or its Contractor to perform the work as outlined in the attached Exhibit "A". This work will generally consist of furnishing and installing one full-depth concrete crossing with rubber inserts as thick as the rails and tie plates. It shall be the State's or its Contractor's responsibility to order and assemble a high quality grade of concrete and timber materials and all related items of materials and perform additional work if specified on the Exhibit "A". All timber materials required for this project shall be free from warps, rot, and excessive cracks. When the concrete crossing is installed, it shall provide a smooth and even crossing surface flush with the top of the rails. All rail joints within the limits of the crossing area shall be welded by the State and or its Contractor.

b. Subgrade stabilization improvement work is required as detailed on said Exhibit "A". The State and/or State's Contractor shall furnish and install the stabilized subgrade. The State or its Contractor shall place the necessary ballast, furnish and install filter fabric and drain pipe, install the new ties, install the rail, and install the new concrete crossing pavement.

c. The State and/or the State's Contractor shall provide asphalt level-up for the roadway approaches to the new crossings.

d. The State and/or the State's Contractor will furnish and install the appropriate pavement markings and advanced warning signs.

e. DART or its operating railroad shall submit a flagging cost estimate detailed in accordance with Exhibit "A", upon request by the State.

3. CONSTRUCTION AND MAINTENANCE.

a. In order to provide for the safety of rail traffic, DART or its operating railroad may provide, at State's expense, flaggers during the period of performance of work in or incident to the proposed construction. The State shall give DART and the operating railroad at least 72 hours written notice prior to commencement of any work hereunder.

b. DART or its operating railroad shall perform the flagging as required by the project only after receipt of a written Work Order from the State to proceed with same. Payment will not be made for flagging done by DART or its operating railroad that is performed at the project site prior to the issuance of a "Work Order" by the State. The providing of this service shall not relieve the State and/or its Contractor of any responsibility or liability.

c. The State assumes the entire responsibility for the construction, maintenance, and use of said highway upon DART's property at the location herein described and nothing contained herein shall ever be construed to place upon DART any manner of liability for injury to or death of persons or

for damage to or loss of property arising from or in any manner connected with the construction, maintenance, or use of the portion of said highways located upon DART's said property.

d. After completion of the work by the State, herein, the City shall maintain the roadway approaches, pavement markings and advance warning signs.

4. INSURANCE. Prior to the beginning of work the Contractor shall provide to the State and to DART a Certificate of Insurance covering the below listed insurance coverages:

a. Workers' Compensation Insurance and Employers' Liability
Amount - Statutory

b. Employers' Liability Insurance
Amounts - \$100,000 Each Accident
\$100,000 Each Employee for Disease
\$500,000 Policy Limit for Disease

c. Comprehensive General Liability Insurance
Amounts - Bodily Injury & \$2,000,000 Each Occurrence
Property Damage \$2,000,000 Aggregate
Products & Completed
Operations \$2,000,000 Aggregate

Or

Combined Single Limit \$2,000,000

d. Contractor's Protective Liability Insurance
Amounts - Bodily Injury & \$2,000,000 Each Occurrence
Property Damage \$2,000,000 Aggregate

e. Comprehensive Automobile Liability Insurance
Amounts - Bodily Injury \$500,000 Each Person
\$1,000,000 Each Occurrence
Property Damage \$1,000,000 Each Occurrence

Or

Combined Single Limit \$2,000,000

f. Railroad Protective Liability Insurance
Amounts - Bodily Injury & \$2,000,000 Each Occurrence
Property Damage \$6,000,000 Aggregate

This insurance shall be kept in force until the work described in this contract has been completed and accepted by the State.

The State, DART, and the operating Railroad shall be included as "Additional Insureds" by endorsement to policies issued for coverages listed in c. and e. above. A "Waiver of Subrogation Endorsement" in favor of the State, DART, and its operating railroad shall be a part of

each policy for coverage listed in a., c., and e. above. A policy issued for coverages listed in f. above shall be issued in the names of DART and its operating railroad.

The Contractor shall be responsible for any deductibles stated in the policy.

5. PAYMENT.

a. No payment will be due DART or its operating railroad unless a Work Order for work to begin is issued. This Work Order will normally be issued shortly after the contract letting.

b. Reimbursement to DART or its operating railroad will be made for work performed and materials furnished, including but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate, in accordance with the provisions of the Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration on December 9, 1991 and amendments thereto except as modified by the provisions herein.

c. The cost of preliminary engineering is ineligible for reimbursement with Federal funds due to being incurred prior to date of program approval and will therefore be reimbursed with State funds if incurred after the State's request for preparation of estimates.

d. DART or its operating railroad may submit monthly bills of at least \$500.00, prepared in satisfactory form for work performed and materials installed. Payment will be made within thirty (30) days for as much as 95% of the costs detailed on the bills.

e. DART or its operating railroad will submit a complete and final bill, including all eligible costs, when the project is completed, and the State will pay to DART or its operating railroad as much as 95% of the costs detailed on the bill. The State shall make payment within thirty (30) days of receipt of the bill. After audit of DART or its operating railroad's documentation for the final bill, the State will make payment of the complete balance due DART or its operating railroad.

f. DART or its operating railroad shall retain adequate cost accounting records for auditing purposes for a period of three years after payment of the final bill.

6. CONDITIONS.

a. The State reserves the right to cancel this agreement for any reason and at any time prior to the issuance of a "Work Order" by the State to DART or its operating railroad to proceed with any part of DART's or its operating railroad's work. The State will not be responsible for any expense incident to any cost incurred in the event of the cancellation of this contract, unless a "Work Order" was issued by the State and DART or its operating railroad incurred expenses pursuant to that "Work Order".

b. It is agreed that all existing agreements between DART, the City, and the State concerning licenses, permits, leases, or easements at this location shall remain in full force and effect.

c. Upon execution by all parties, this agreement will be in effect and continue thereafter for so long as DART premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of DART's premises, or any part thereof for such purposes, this permission and the rights and privileges granted hereby as to the portion or portions so abandoned whereupon DART shall have the same complete title to DART premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the State, its successors and assigns.

d. The State shall not assign this agreement, in whole or in part, or any rights herein granted, without the written consent of DART, and it is agreed that any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of DART, shall terminate this agreement.

e. These rights, given hereby, shall not in any way conflict or interfere with any prior or existing rights of DART at the crossing. It is agreed that if there are future track modifications at the crossing, DART will restore the highway to proper condition and restore the functional operation of the warning system.

f. All provisions concerning the State, which are stipulated herein, related to highway facilities not located on the state highway system shall automatically cease and terminate upon official completion of the project. The City shall assume the rights of the State after the State has completed the project and released retainage (if retainage required) and paid the Railroad for all eligible costs incurred hereunder, for those facilities not located on the state highway system.

7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS. The State and/or its Contractor should provide five (5) days notice before any work is performed by calling MCI at 1-800-MCI-WORK and Texas One Call at 1-800-344-8377 to determine if fiber optic is buried anywhere on the DART property to be used by the State.

8. NOTIFICATION. The State agrees to notify DART in writing when all work on DART's Right of Way is complete.

9. The State acknowledges that it is not an agent, servant, or employee of DART, and is responsible for its own acts and deeds and for those of its agents and employees during performance of contract work.

IN WITNESS WHEREOF, the State, DART, and the City have executed triplicate counterparts of this agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By Carlos A. Lopez, P.E. Date 10/25/02
Carlos A. Lopez, P.E., Director, Traffic Operations Division

DALLAS AREA RAPID TRANSIT

By Kathryn D. Waters Date October 15, 2002

Name and Title Kathryn D. Waters, Vice President, Commuter Rail & Railroad Mgmt.

THE CITY OF COLLEYVILLE

By Donna Arp Date 10-24-02
Name and Title Donna Arp, Mayor

Notices:

For the purposes of this agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the State of Texas

Railroad Liaison Engineer
Texas Department of Transportation
Traffic Operations Division (TRF-RR)
125 E. 11th Street
Austin, TX 78701-2483

For Dallas Area Rapid Transit

AVP-Freight Rail
Commuter Rail & Railroad
Management Dept.
Dallas Area Rapid Transit
P. O. Box 660163
Dallas, TX 75202

For the City of Colleyville

Mayor
City of Colleyville
P.O. Box 185
Colleyville, TX 76034

PUBLIC ROAD CROSSING LICENSE AGREEMENT

THIS AGREEMENT ("License"), by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and the CITY OF COLLEYVILLE, a Texas municipal corporation ("Licensee"), acting by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

WHEREAS, Licensor now owns certain railroad right-of-way within the city limits of the Licensee; and

WHEREAS, Licensor has a Trackage Rights Agreement with Fort Worth & Western Railroad Company (the "Railroad"), whereby the Railroad is responsible for certain maintenance of existing at-grade highway-rail crossings; and

WHEREAS, Licensee has an existing public road known as "Bransford Road" that crosses Licensor's Cotton Belt Line railroad right-of-way with an at-grade railroad crossing ("Public Road Crossing"), identified as DOT No. 789729L; and

WHEREAS, Licensee proposes the reconstruction of the Public Road Crossing within Bransford Road, with new concrete panels, pavement, and sidewalk, in accordance with Licensor's standards; NOW, THEREFORE,

1. **Purpose.** Licensor hereby grants this License to Licensee for the purpose of constructing, reconstructing, installing and maintaining (the "Permitted Uses") an existing at-grade, 3-lane, 75-foot wide public road crossing. This road crossing is located at Bransford Road, within a 100-foot wide right-of-way covering an area approximately 7,500 square feet, more or less. The road will cross Licensor's right-of-way at Mile Post 619.10, in Colleyville, Tarrant County, Texas, more particularly as shown in Exhibit "A", CTC, Inc. engineering drawing, labeled "Right of Way Limits, Bransford Road Railroad Crossing Plan", attached hereto and incorporated herein for all pertinent purposes (the "Property").

The term "public road crossing" shall include the concrete crossing material, pavement, grading, barricades, street lighting, drainage facilities, signs, pavement markings, active warning devices/signals, and approaches (the "Permitted Improvements").

The Property shall be used by Licensee, and the public, solely for the Permitted Uses and the Permitted Improvements, EXCEPT, HOWEVER, AND IT IS UNDERSTOOD BY BOTH LICENSOR AND LICENSEE THAT THE GRANTING OF THIS LICENSE SHALL NOT BE CONSTRUED IN ANY WAY TO CONSTITUTE A DEDICATION TO THE PUBLIC.

2. **Consideration.** The consideration for the granting of this License shall be:

2.01. The faithful performance by Licensee of all of the covenants and agreements contained in this License to be performed by Licensee, and

2.02. The payment of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid by Licensee to Licensor, and

2.03 The payment for the entire cost of constructing and maintaining the public road, including any drainage facilities caused to be required thereof, and

2.04 The reimbursement by Licensee to the Railroad for all labor and materials necessary for the construction of the crossing surface within the limits of the ties and installation of the active warning devices, within thirty (30) days upon presentation of invoice by the Railroad, and

2.05 The future costs of reconstruction of the Permitted Improvements within the limits of the railroad ties within the road crossing. This area of the road crossing may become impossible to maintain by the Railroad due to deterioration or obsolescence of the crossing material. In the event maintenance is no longer possible and reconstruction is necessary, Licensor and Licensee shall agree on the type of reconstruction, and Licensor shall reconstruct the road crossing within the limits of the railroad ties, at the sole cost of the Licensee.

3. **Term.** This License shall begin on the 1st day of _____, 2014, and shall be perpetual, subject to termination by either party as provided herein.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, public or private, for the use of the Property for facilities presently located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or with any railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements.

5.02. During the design phase and prior to commencing construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and the Railroad when the construction is going to be within the area of Railroad operations. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor and Railroad.

5.03. Licensee agrees to design, construct, reconstruct and maintain the Permitted Improvements, except the active warning devices/signals, in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. Licensee covenants and agrees to contract and enter into a cost reimbursement agreement with the Railroad to further specify how cost reimbursements will take place. Such reimbursements shall include the original construction of all active warning devices and crossing surface within the limits of the ties. Licensee also agrees to be responsible for the cost of future reconstruction upon the expiration of the useful life of the crossing surface.

5.06. Licensee or its contractor shall remove all trees and other vegetation within the railroad right of way for a distance of 300 feet in all four quadrants of the right of way.

5.07. Licensee shall be responsible for maintenance and liable for damage for any and all additional drainage created by Licensee's project distributed onto and within Licensor's right of way from the point of entry to the exit point of Licensor's Property.

5.08. Licensee shall provide traffic control and all necessary safety measures during construction or maintenance operations to accommodate work by Railroad.

5.09. Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.

5.10. If at any time, in Licensor's determination, traffic volume or other circumstances should warrant a grade separation for the crossing licensed hereunder, Licensee shall be responsible for the installation of such grade separation to Licensor's standards, at no cost to Licensor.

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, and required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor's Construction Agreement And Contractor's Right of Entry covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or such adjacent property, the Licensee and/or its contractor shall immediately make appropriate replacement or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make such replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. Environmental Protection.

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Licensee shall indemnify and hold Licensors and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.

10. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. Maintenance of Completed Improvements. After the Permitted Improvements have been constructed, the active warning devices/signals and the grade crossing within the limits of the railroad ties (subject to Paragraph 2.05 and 5.05) shall be maintained by the Railroad. Licensee shall maintain all other Permitted Improvements. In the event the Licensee fails to maintain the Permitted Improvements or Property as required, upon discovery, Licensors shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensors shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensors exercise its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensors all costs incurred by Licensors upon demand.

12. Future Use by Licensors.

12.01. This License is made expressly subject and subordinate to the right of Licensors to use the Property for any purpose whatsoever.

12.02. In the event that Licensors shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvements shall be necessary or convenient for Licensors' use of the Property, or that the crossing must be modified, including but not limited to the installation of grade crossing signals, Licensee shall, at its sole cost and expense make such modifications or relocate said Permitted Improvements so as not to interfere with Licensors' or Licensors' assigns use of the Property. In this regard, Licensors may, but is not obligated to, designate other property

for the relocation of the Permitted Improvements. Licensor shall give Licensee a minimum of thirty (30) days written notice of any required relocation or modification. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the modification or relocation as required within a reasonable period.

13. Duration of License. This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 18 of this License, whichever event first occurs; PROVIDED, HOWEVER, that any indemnifications provided for herein shall survive such termination.

14. Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom. Licensee acknowledges the Federal Railroad Administration (FRA) requirements for whistles at at-grade public and private road crossings and requirements for Positive Train Control (PTC) for controlling and monitoring train movements to assure safety and efficiency when passenger service is implemented.

15. Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.

16. Termination of License. At such time as this License may be terminated or cancelled for any reason whatever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition existing at the date of execution of this License, at Licensee's sole expense.

17. Assignment. Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

18. Methods of Termination. This License may be terminated in either of the following ways:

18.01. Written agreement of both parties; or

18.02. By either party giving the other party thirty (30) days written notice.

19. Miscellaneous.

19.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR: Dallas Area Rapid Transit
 P. O. Box 660163 Or 1401 Pacific Avenue
 Dallas, Texas 75266-7210 Dallas, Texas 75202-7210
 Attn: Railroad Management

LICENSEE: City of Colleyville
 100 Main Street
 Colleyville, Texas 76034

Either party may from time to time designate another and different address for receipt of notice, by giving notice of such change of address.

19.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

19.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

19.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

19.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

19.06. Authorization. Licensee shall furnish to Licensor a certified copy of minutes or a City Resolution adopted by the governing body of Licensee, authorizing the execution of this License on behalf of the Licensee, or other proof sufficient to establish the authority to execute this License.

19.07. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

19.08. Counterparts. The parties may execute this Agreement in multiple originals and when taken together those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License on the date last signed.

LICENSOR:

DALLAS AREA RAPID TRANSIT

BY: _____
NORMA DE LA GARZA-NAVARRO
Vice President
Commuter Rail & Railroad Management

Date: _____

LICENSEE:

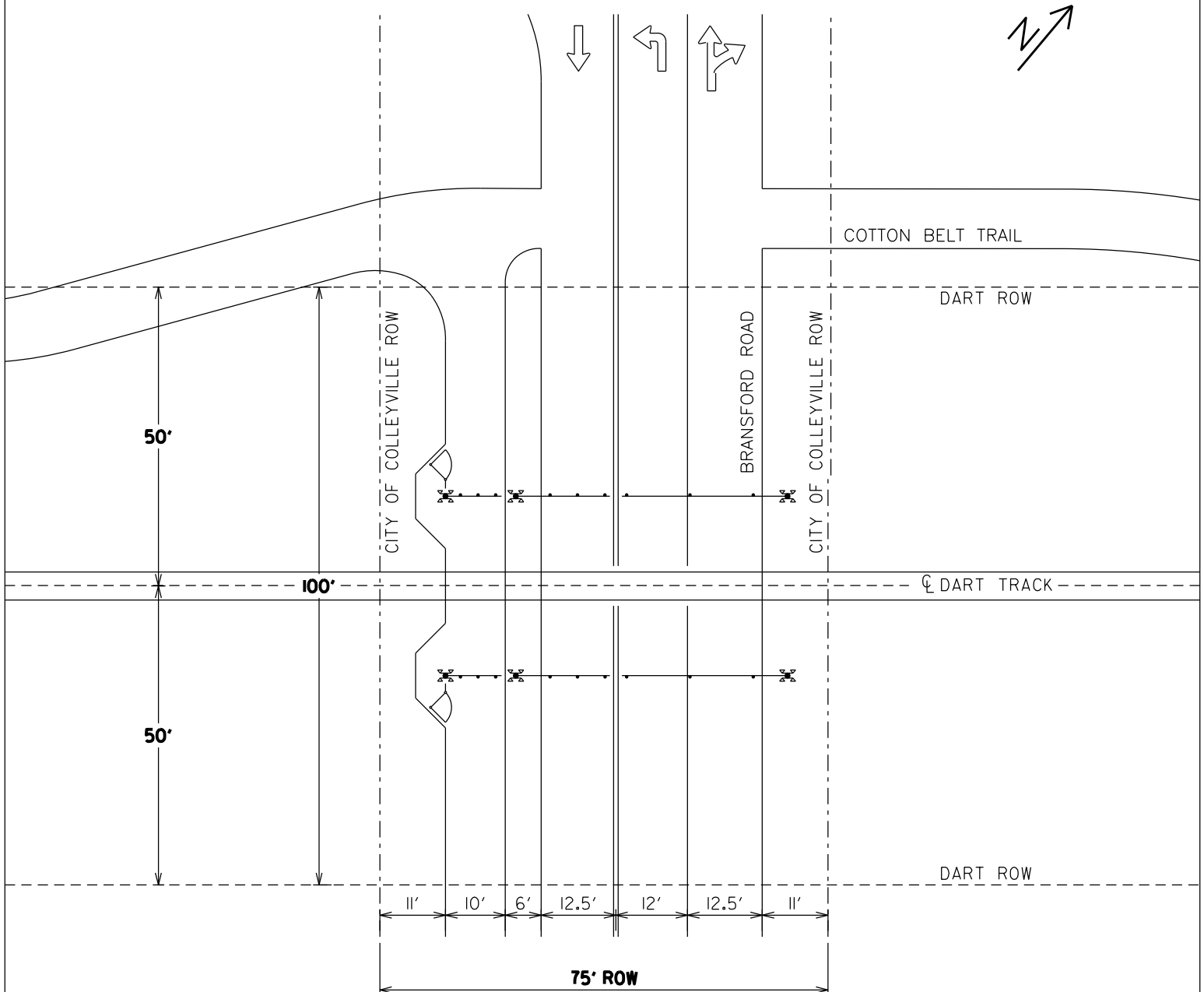
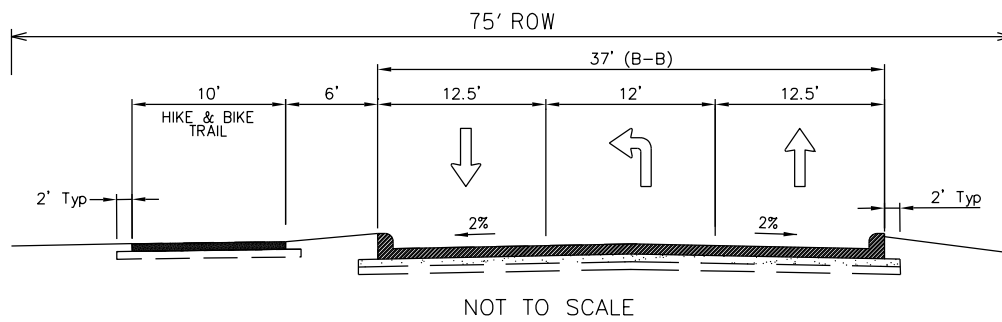
CITY OF COLLEYVILLE

BY: _____

Printed Name: _____

Title: _____

Date: _____



6100 SOUTHWEST BLVD., SUITE 500
FORT WORTH TX, 76109

EXHIBIT 'A' **DALLAS AREA RAPID TRANSIT (DART)**

RIGHT OF WAY LIMITS
BRANSFORD ROAD RAILROAD CROSSING PLAN
COLLEYVILLE, TX
DOT# 789 729L M.P. 619.10

RIGHT OF WAY AREA
75' X 100' = 7,500 SQ. FT.

SCALE: 1" = 25'

PUBLIC ROAD CROSSING LICENSE AGREEMENT

THIS AGREEMENT ("License"), by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and the CITY OF COLLEYVILLE, a Texas municipal corporation ("Licensee"), acting by and through its duly authorized official, whose mailing address is 100 Main Street, Colleyville, Texas 76034.

WHEREAS, Licensor now owns certain railroad right-of-way within the city limits of the Licensee; and

WHEREAS, Licensor has a Trackage Rights Agreement with Fort Worth & Western Railroad Company (the "Railroad"), whereby the Railroad is responsible for certain maintenance of existing at-grade highway-rail crossings; and

WHEREAS, Licensee has an existing public road known as "Pleasant Run Road" that crosses Licensor's Cotton Belt Line railroad right-of-way with an at-grade railroad crossing ("Public Road Crossing"), identified as DOT No. 789730; and

WHEREAS, Licensee proposes the reconstruction of the Public Road Crossing within Pleasant Run Road, with new concrete panels, pavement, and sidewalk, in accordance with Licensor's standards; NOW, THEREFORE,

1. **Purpose.** Licensor hereby grants this License to Licensee for the purpose of constructing, reconstructing, installing and maintaining (the "Permitted Uses") an existing at-grade, 3-lane, 80-foot wide public road crossing. This road crossing is located at Pleasant Run Road, within a 100-foot wide right-of-way covering an area approximately 8,000 square feet, more or less, as shown on attachment A to this agreement. The road will cross Licensor's right-of-way at Mile Post 618.40, in Colleyville, Tarrant County, Texas, more particularly as shown in Exhibit "A", CTC, Inc. engineering drawing, labeled "Right of Way Limits, Pleasant Run Railroad Crossing Plan", attached hereto and incorporated herein for all pertinent purposes (the "Property").

The term "public road crossing" shall include the concrete crossing material, pavement, grading, barricades, street lighting, drainage facilities, signs, pavement markings, active warning devices/signals, and approaches (the "Permitted Improvements").

The Property shall be used by Licensee, and the public, solely for the Permitted Uses and the Permitted Improvements, EXCEPT, HOWEVER, AND IT IS UNDERSTOOD BY BOTH LICENSOR AND LICENSEE THAT THE GRANTING OF THIS LICENSE SHALL NOT BE CONSTRUED IN ANY WAY TO CONSTITUTE A DEDICATION TO THE PUBLIC.

2. **Consideration.** The consideration for the granting of this License shall be:

2.01. The faithful performance by Licensee of all of the covenants and agreements contained in this License to be performed by Licensee, and

2.02. The payment of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid by Licensee to Licensor, and

2.03 The payment for the entire cost of constructing and maintaining the public road, including any drainage facilities caused to be required thereof, and

2.04 The reimbursement by Licensee to the Railroad for all labor and materials necessary for the construction of the crossing surface within the limits of the ties and installation of the active warning devices, within thirty (30) days upon presentation of invoice by the Railroad, and

2.05 The future costs of reconstruction of the Permitted Improvements within the limits of the railroad ties within the road crossing. This area of the road crossing may become impossible to maintain by the Railroad due to deterioration or obsolescence of the crossing material. In the event maintenance is no longer possible and reconstruction is necessary, Licensor and Licensee shall agree on the type of reconstruction, and Licensor shall reconstruct the road crossing within the limits of the railroad ties, at the sole cost of the Licensee.

3. **Term.** This License shall begin on the 1st day of _____, 2014, and shall be perpetual, subject to termination by either party as provided herein.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, public or private, for the use of the Property for facilities presently located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or with any railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements.

5.02. During the design phase and prior to commencing construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and the Railroad when the construction is going to be within the area of Railroad operations. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor and Railroad.

5.03. Licensee agrees to design, construct, reconstruct and maintain the Permitted Improvements, except the active warning devices/signals, in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property.

5.04. Licensee agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. Licensee covenants and agrees to contract and enter into a cost reimbursement agreement with the Railroad to further specify how cost reimbursements will take place. Such reimbursements shall include the original construction of all active warning devices and crossing surface within the limits of the ties. Licensee also agrees to be responsible for the cost of future reconstruction upon the expiration of the useful life of the crossing surface.

5.06. Licensee or its contractor shall remove all trees and other vegetation within the railroad right of way for a distance of 300 feet in all four quadrants of the right of way.

5.07. Licensee shall be responsible for maintenance and liable for damage for any and all additional drainage created by Licensee's project distributed onto and within Licensor's right of way from the point of entry to the exit point of Licensor's Property.

5.08. Licensee shall provide traffic control and all necessary safety measures during construction or maintenance operations to accommodate work by Railroad.

5.09. Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.

5.10. If at any time, in Licensor's determination, traffic volume or other circumstances should warrant a grade separation for the crossing licensed hereunder, Licensee shall be responsible for the installation of such grade separation to Licensor's standards, at no cost to Licensor.

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, and required to carry on any activity permitted herein.

7. **Licensor's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor's Construction Agreement And Contractor's Right of Entry covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor.

8. **Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensor. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or such adjacent property, the Licensee and/or its contractor shall immediately make appropriate replacement or repair the damage at no cost or expense to Licensor. If Licensee or its contractor fails or refuses to make such replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon demand.

9. Environmental Protection.

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Licensee shall indemnify and hold Licensor and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.

10. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. Maintenance of Completed Improvements. After the Permitted Improvements have been constructed, the active warning devices/signals and the grade crossing within the limits of the railroad ties (subject to Paragraph 2.05 and 5.05) shall be maintained by the Railroad. Licensee shall maintain all other Permitted Improvements. In the event the Licensee fails to maintain the Permitted Improvements or Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon demand.

12. Future Use by Licensor.

12.01. This License is made expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

12.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvements shall be necessary or convenient for Licensor's use of the Property, or that the crossing must be modified, including but not limited to the installation of grade crossing signals, Licensee shall, at its sole cost and expense make such modifications or relocate said Permitted Improvements so as not to interfere with Licensor's or Licensor's

assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvements. Licensor shall give Licensee a minimum of thirty (30) days written notice of any required relocation or modification. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the modification or relocation as required within a reasonable period.

13. Duration of License. This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 18 of this License, whichever event first occurs; PROVIDED, HOWEVER, that any indemnifications provided for herein shall survive such termination.

14. Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold Licensor harmless from any failure to so abide and all actions resulting therefrom. Licensee acknowledges the Federal Railroad Administration (FRA) requirements for whistles at at-grade public and private road crossings and requirements for Positive Train Control (PTC) for controlling and monitoring train movements to assure safety and efficiency when passenger service is implemented.

15. Indemnification. Licensee shall at all times protect, indemnify, defend and hold Licensor and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licensor.

16. Termination of License. At such time as this License may be terminated or cancelled for any reason whatever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition existing at the date of execution of this License, at Licensee's sole expense.

17. Assignment. Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor **is under no obligation to grant.**

18. Methods of Termination. This License may be terminated in either of the following ways:

18.01. Written agreement of both parties; or

18.02. By either party giving the other party thirty (30) days written notice.

19. Miscellaneous.

19.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR: Dallas Area Rapid Transit
 P. O. Box 660163 Or 1401 Pacific Avenue
 Dallas, Texas 75266-7210 Dallas, Texas 75202-7210
 Attn: Railroad Management

LICENSEE: City of Colleyville
 100 Main Street
 Colleyville, Texas 76034

Either party may from time to time designate another and different address for receipt of notice, by giving notice of such change of address.

19.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas.

19.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

19.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

19.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

19.06. Authorization. Licensee shall furnish to Licensor a certified copy of minutes or a City Resolution adopted by the governing body of Licensee, authorizing the execution of this License on behalf of the Licensee, or other proof sufficient to establish the authority to execute this License.

19.07. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

19.08. Counterparts. The parties may execute this Agreement in multiple originals and when taken together those originals constitute a whole.

IN WITNESS WHEREOF, the parties have executed this License on the date last signed.

LICENSOR:

DALLAS AREA RAPID TRANSIT

BY: _____
NORMA DE LA GARZA-NAVARRO
Vice President
Commuter Rail & Railroad Management

Date: _____

LICENSEE:

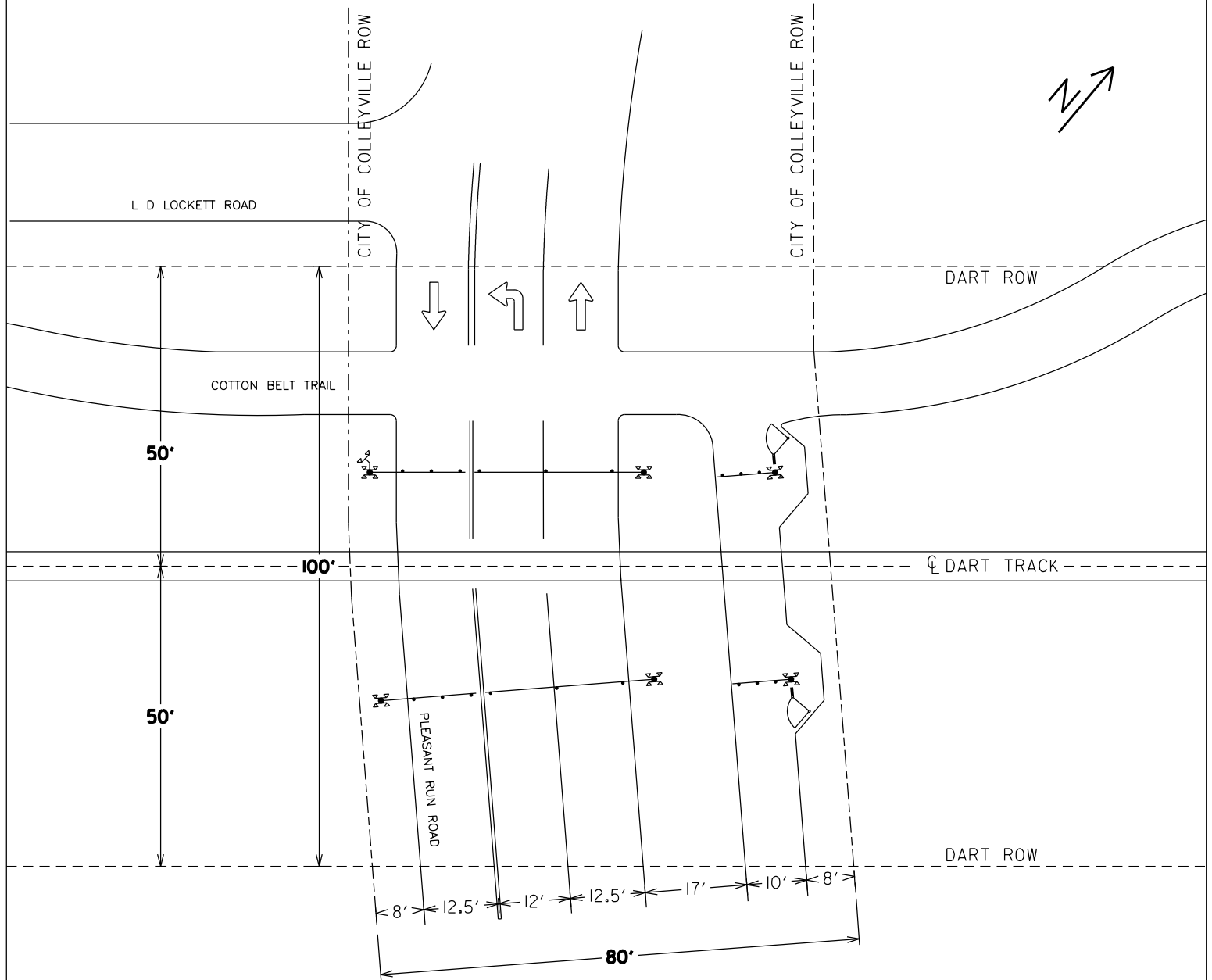
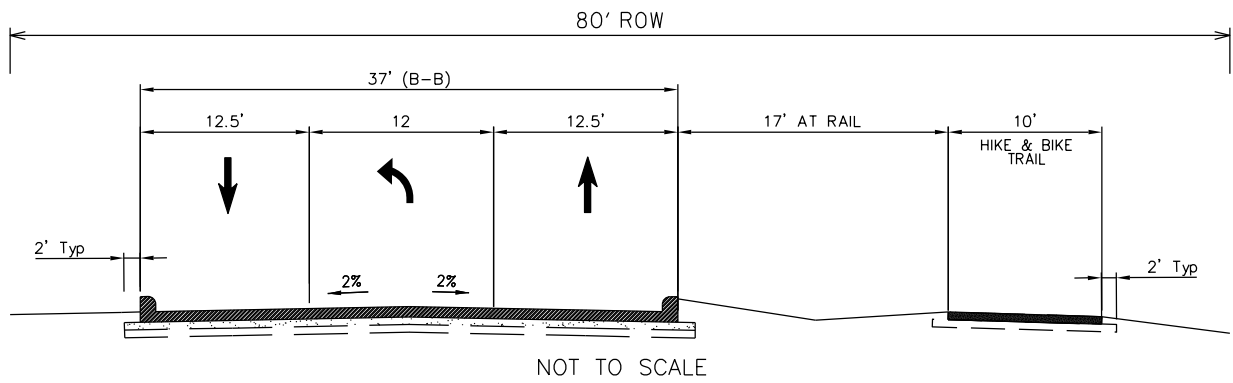
CITY OF COLLEYVILLE

BY: _____

Printed Name: _____

Title: _____

Date: _____



6100 SOUTHWEST BLVD., SUITE 500
FORT WORTH TX, 76109

EXHIBIT 'A'
DALLAS AREA RAPID TRANSIT (DART)
RIGHT OF WAY LIMITS
PLEASANT RUN ROAD RAILROAD CROSSING PLAN
COLLEYVILLE, TX
DOT# 789 730F M.P. 618.60

RIGHT OF WAY AREA
80' X 100' = 8,000 SQ. FT.

SCALE: 1" = 25'

RESOLUTION R-14-3768

APPROVAL TO ENTER INTO TWO PUBLIC ROAD CROSSING LICENSING AGREEMENTS WITH DALLAS AREA RAPID TRANSIT (DART) AT BRANSFORD ROAD AND PLEASANT RUN ROAD, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENTS

WHEREAS, the Colleyville City Council is dedicated to enhancing the quality of life of the citizens of Colleyville; and

WHEREAS, Dallas Area Rapid Transit requires licensing agreements for the City to construct, operate, and maintain roadways in DART right-of-way.

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

Sec. 1. THAT the Colleyville City Council hereby approves entering into Public Road Crossing License Agreements with DART for Bransford Road and Pleasant Run Road.

Sec. 2. THAT the mayor is authorized to execute the Public Road Crossing License Agreements.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS AND ____ ABSTENTIONS ON THIS THE 15TH DAY OF JULY 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 9

Agenda Date 07/15/2014

Type Report

Department City Secretary

Title

Planning and Zoning Commission Meeting Minutes - May 12, 2014

Attachments

1. Planning and Zoning Commission Meeting Minutes - May 12, 2014



City of Colleyville Planning and Zoning Commission Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, May 12, 2014

City Council Chambers

CALL MEETING TO ORDER

The Planning and Zoning Commission meeting of the City of Colleyville was called to order by Chairman Byerly on May 12, 2014 at 7:12 p.m.

Roll Call

Present: Commissioners Larry Knox, Carel Tornes, Jim Gotcher, Don Davis, David Phelps, and Chairman Byerly

Absent: Commissioners David Wheelwright

Staff Present: Ron Ruthven, Taci Wrisley, Amy Shelley, Rob McKeown, Marty Wieder, Dale Crown, and Matt Butler (City Attorney)

1. APPROVAL OF MINUTES

Commissioner Knox made a motion to approve the minutes as corrected. Commissioner Tornes seconded.

The motion to approve the minutes as corrected carried by the following vote:

Aye: 6– Knox, Tornes, Gotcher, Davis, Phelps, and Byerly

2. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA AS A PUBLIC HEARING ITEM

There were no citizen comments/presentations regarding items not on the agenda as a public hearing item.

3. REGULAR AGENDA ITEMS

- 3a** Approval of a final plat on Lot 1, Block 1 of the Breezy Lake Estates, Lots 1A and 1B, Block 1 of the Meadowlake Addition and Tract 2B, McNary Acres Addition located at 1117, 1121 and 1217 W. L. D. Lockett Road and a portion of Lot 1, Block 1 of the Bear Valley Community Church Addition located at 7900 Precinct Line Road, Case PC14-002

Ron Ruthven presented the case and briefed the Commission.

Kosse Maykus came forward to answer questions.

Commissioner Davis made a motion to approve Case PC14-002. Commissioner Gotcher seconded.

The motion to approve Case PC14-002 carried by the following vote:

Aye: 6– Knox, Tornes, Gotcher, Davis, Phelps, and Byerly

- 3b** Approval of a final plat on 6.4 acres on Tract 3B, of Abstract 1543, of the George W. Teeter Survey located at 1301 Glade Road, Case PC14-004

Ron Ruthven presented the case and briefed the Commission.

Commissioner Tornes questioned staff regarding how the applicant planned on moving the proposed homes out of the flood zone. Ron Ruthven replied the applicant could respond to this question better.

Chairman Byerly questioned staff regarding whether the applicant or their representative was present. Ron Ruthven replied no.

Commissioner Davis questioned staff regarding whether the Case could be tabled until the applicant was present. Ron Ruthven replied the plat has a 30 day time limit and needs to be acted on.

Commissioner Gotcher made a motion to approve Case PC14-004. Commissioner Phelps seconded.

Commissioner Phelps questioned staff regarding if there were any significant changes to the drainage of the subdivision. Ron Ruthven replied no.

Chairman Byerly questioned the City Attorney regarding whether there were any variances requested on the plat. The City Attorney replied there are no variances.

The motion to approve Case PC14-004 carried by the following vote:

Aye: 5 – Knox, Gotcher, Davis, Phelps, and Byerly

Nay: 1 – Tornes

- 3c** Consideration of a variance to the provisions of Chapter 5-Tree Preservation in the Land Development Code on 2.3 acres located on Lot 1, Block 1 of the Baylor-Emerus Addition located at 5500 Colleyville Boulevard, Case ZC14-007

Chairman Byerly chose to hear Item 3c after Item 3d.

Ron Ruthven presented the case and briefed the Commission.

Commissioner Davis questioned staff regarding why the applicant is being given a bonus to the tree ordinance when the applicant has done something the city did not want them to do. Ron Ruthven replied because that is how the Land Development Code is written.

Discussion occurred between staff and the Commission regarding the applicant's knowledge of the tree preservation requirements and whether or not permits were obtained prior to work being started.

Amanda Zimmerman and Steve Villars, on behalf of Duke Realty, came forward and briefed the Commission.

Discussion occurred regarding the events leading up to the removal of the trees.

Commissioner Phelps questioned the applicant's landscape architect, Leonard Reeves regarding how the trees were marked. Mr. Reeve's replied the trees were assigned a number and those numbers are referenced on the tree survey.

Discussion occurred between Commissioner Phelps, Ms. Zimmerman, and Mr. Reeve's regarding tree removal on the site.

Commissioner Tornos questioned Ms. Zimmerman regarding whether there was someone on-site to supervise the contractors work when the trees were removed. Ms. Zimmerman replied no.

Commissioner Phelps questioned staff regarding would the outcome of the tree removal been any different had the tree removal permit been issued. Ron Ruthven replied it would have been different based slight changes that were being noted by the third party tree consultants. He further explained that given site design, it is likely the tree canopy requirement would not have been met.

Discussion continued regarding the site design and the tree canopy.

Discussion occurred regarding what sizes and types of trees would be planted on the site.

Discussion occurred regarding consequences for contractors who do work without obtaining permits or who do not abide by ordinances.

Commissioner Davis made a motion to approve Case ZC14-007 with staff's recommendation that the applicant pay a total of \$20,851.53 into the tree preservation fund. Commissioner Phelps seconded.

The motion to approve Case ZC14-007 with staff's recommendation that the applicant pay a total of \$20,851.53 into the tree preservation fund carried by the following vote:

Aye: 5 – Knox, Tornes, Davis, Phelps, and Byerly

Nay: 1 – Gotcher

- 3d** Request for a vacating plat on Lot 13-R, Block 8, of the Oak Crest Hills Addition located at 313 Oak Valley Drive, Case PC14-008

Chairman Byerly chose to hear Item 3d prior to Item 3c.

Ron Ruthven presented the case and briefed the Commission.

Gary Panno came forward to answer questions.

Commissioner Tornes made a motion to approve Case PC14-008. Commissioner Davis seconded.

The motion to approve Case PC14-008 carried by the following vote:

Aye: 6– Knox, Tornes, Gotcher, Davis, Phelps, and Byerly

4. CONTINUED REGULAR AGENDA ITEMS

- 4a** Approval of the updated bylaws for the Planning and Zoning Commission

Ron Ruthven presented the case and briefed the Commission.

Commissioner Phelps questioned staff regarding whether there was a case number for this Item. Ron Ruthven replied no.

Commissioner Tornes made a motion to approve the bylaws as amended in the pre-session. Commissioner

Phelps seconded.

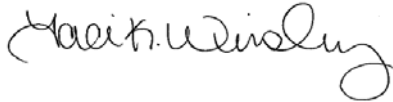
The motion to approve the bylaws as amended in the pre-session carried by the following vote:

Aye: 6– Knox, Tornes, Gotcher, Davis, Phelps, and Byerly

5. ADJOURNMENT

The meeting adjourned at 8:06 p.m.

The minutes were written and prepared by:



Taci Wrisley
Planning and Zoning Assistant

The meeting minutes were approved on June 23, 2014 by a vote of 7-0.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number

Agenda Date 07/15/2014

Number 9

Type Report

Department Finance

Title

Monthly Financial Report - June 2014

Explanation

General Fund

Through June 30, the City has collected 99.1% of current ad valorem taxes due and collections are ahead by .47% for the same time period last year.

Total revenues received from franchise payments are up 4.58% from amounts received for the same time period last year. The annual electric payments received by Oncor and Tri-County both came in above the budgeted projections, as did the annual payment received by Atmos Gas. The quarterly payments received for cable TV franchise are ahead of budgeted projections by 14.22%.

Sales tax revenue received in June was up 10.77% (\$23,694) from revenues reported for the same time period last year. Year-to-date General Fund sales tax is up 6.32% (\$108,713). This is the third consecutive month of increased sales tax revenues as compared to the prior year, as March 2014 was the first month that sales tax was down since February 2013. This is the highest June sales tax allocation ever received.

Compared to last year's revenues in the License and Permits category, revenues are up over 32%. Of this, more than 34% is attributable to building permit revenues, which includes an additional seven new residential building permits compared to the same time period last year.

Revenues received from fines are closely following the budgeted projections and currently exceeds the amount projected by 3.7%. Revenues from alarm fees are on track to meet the budgeted projection of \$52,000.

Ambulance collections remain strong with a 21.7% increase over last year's collections. This increase in collections can be attributed to a 10.9% increase in hospital transports for the first eight months of the fiscal year.

Revenues received for outstanding mowing liens is significantly greater than the budgeted projection due to the recent collection of multiple outstanding mowing liens placed on two properties.

On May 21, the City received proceeds in the amount of \$831,155 from the sale of the former city hall property located at 313 Oak Valley Drive. These proceeds are listed as

Other Financing Sources on the Monthly Financial Report.

The average amount expended by the General Fund departments at the end of June is 63.74% of the total appropriation versus 65.83%, which was projected to be spent.

Utility Fund

To provide a summary of the Utility Fund Revenues, water sales through June 30 are behind sales for the same time period last fiscal year. Part of this decrease is due to an increase in rainfall (approximately five inches more when compared to the same months last year). While rainfall decreased during the second quarter, water usage remained low due to the winter averaging for sewer calculations. Cooler temperatures in the winter months also played a role in the decrease, as well as the continued Stage 1 water restrictions, implemented in June 2013, that limit outdoor watering to twice per week.

The average amount expended by the Utility Fund departments at the end of June was 63.73% of the total appropriation, versus 68.7%, which was projected to be spent.

Attachments

1. June 2014 Monthly Financial Report

MONTHLY FINANCIAL REPORT - JUNE 2014

GENERAL FUND		RECEIVED	PROJECTED	RECEIPT VS	RECEIVED	PERCENT
REVENUE SOURCE	FY 2014	AS OF	AS OF	PROJECTED	AS OF	CHANGE OVER
	BUDGET	6/30/2014	6/30/2014	INCR (DECR)	6/30/2013	PRIOR YEAR
Current Taxes	\$11,601,451	\$11,536,110	\$11,507,571	0.25%	\$10,738,004	7.43%
Delinquent Taxes	70,000	47,504	51,356	-7.50%	60,716	-21.76%
Penalty & Interest	65,000	54,248	59,329	-8.56%	57,503	-5.66%
TOTAL AD VALOREM TAXES	\$11,736,451	\$11,637,861	\$11,618,255	0.17%	\$10,856,223	7.20%
Oncor Electric	\$840,000	\$893,973	\$840,000	6.43%	\$891,771	0.25%
Tri-County Electric	105,000	105,326	105,000	0.31%	100,229	5.09%
Atmos Gas	305,000	354,663	305,000	16.28%	289,708	22.42%
AT&T	83,500	57,560	62,625	-8.09%	63,518	-9.38%
Verizon/Others	84,000	68,651	63,000	8.97%	68,248	0.59%
Refuse/Recycling	145,800	119,623	109,350	9.39%	116,602	2.59%
Cable TV	425,000	364,091	318,750	14.22%	347,815	4.68%
TOTAL FRANCHISE TAXES	\$1,988,300	\$1,963,888	\$1,803,725	8.88%	\$1,877,891	4.58%
Sales Tax	\$2,875,000	\$1,830,181	\$1,826,124	0.22%	\$1,721,468	6.32%
Mixed Beverage Tax	25,277	71,628	18,958	277.83%	50,991	40.47%
TOTAL SALES TAX	\$2,900,277	\$1,901,809	\$1,845,081	3.07%	\$1,772,459	7.30%
Building	\$485,768	\$521,174	\$364,326	43.05%	\$388,579	34.12%
Plumbing	48,680	49,368	36,510	35.22%	42,681	15.67%
Mechanical	28,868	31,750	21,651	46.64%	29,781	6.61%
Electrical	37,568	43,970	28,176	56.06%	39,963	10.03%
City License	37,372	36,995	28,029	31.99%	31,605	17.05%
Building Plan Review Fee	68,000	124,368	51,000	143.86%	79,549	56.34%
New Business	3,372	3,666	2,529	44.96%	3,995	-8.24%
Sign Permit	5,463	9,545	4,097	132.96%	4,330	120.44%
Fence Permit	3,500	8,875	2,625	238.10%	3,625	144.83%
Fire Permits	6,500	7,150	4,875	46.67%	5,150	38.83%
Irrigation Permit	13,660	10,458	10,245	2.08%	10,956	-4.55%
TOTAL LICENSES & PERMITS	\$738,751	\$847,320	\$554,063	52.93%	\$640,215	32.35%
Fines	\$750,000	\$572,080	\$562,500	1.70%	\$551,661	3.70%
Alarm Fees	52,000	41,432	39,000	6.24%	39,288	5.46%
Library Fines	22,500	18,409	16,875	9.09%	19,286	-4.55%
TOTAL FINES	\$824,500	\$631,921	\$618,375	2.19%	\$610,234	3.55%

MONTHLY FINANCIAL REPORT - JUNE 2014

REVENUE SOURCE	FY 2014 BUDGET	RECEIVED AS OF 6/30/2014	PROJECTED AS OF 6/30/2014	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 6/30/2013	PERCENT CHANGE OVER PRIOR YEAR
Re-zoning	\$7,500	\$8,767	\$5,625	55.86%	\$6,080	44.20%
Plat Fee/Site Plan	4,000	12,500	3,000	316.67%	8,530	-46.54%
Board of Adjustment	1,250	22,727	938	2324.16%	1,625	1298.56%
Sale of Material	100	2,042	75	2622.00%	158	1194.14%
Weed Mowing	6,500	27,660	4,875	467.39%	5,677	387.23%
Ambulance	275,000	248,326	206,250	20.40%	204,053	21.70%
Recreation Program	145,000	125,726	108,750	15.61%	109,678	14.63%
Non-Resident Fee Parks	35,850	33,670	35,850	-6.08%	35,838	-6.05%
Field Use Charge	20,500	21,765	20,500	6.17%	20,575	5.78%
Engineering & Inspection	0	182,092	0	100.00%	48,453	275.81%
Colleyville Center Rental	230,000	169,468	172,500	-1.76%	195,457	-13.30%
Lot Drainage Insp Fee	16,875	10,625	12,656	-16.05%	10,125	4.94%
TOTAL CHARGES FOR SERVICE	\$742,575	\$865,367	\$571,019	51.55%	\$646,248	33.91%
SRO Officer Reimb	\$94,282	\$94,282	\$94,282	0.00%	\$94,282	0.00%
Keller Court	217,697	169,436	169,436	0.00%	\$110,305	53.61%
TOTAL INTERGOVERNMENTAL	\$311,979	\$263,718	\$263,718	0.00%	\$204,587	28.90%
Sale of Surplus Property	\$5,000	\$13,801	\$5,000	176.01%	\$0	100.00%
Interest Income	35,000	895	26,250	-96.59%	21,250	-95.79%
Miscellaneous	54,000	52,425	49,140	6.69%	83,548	-37.25%
Use of Available Cash	1,000,000	0	0	0.00%	0	0.00%
Other Financing Source	0	831,155	0	100.00%	0	100.00%
Antenna Lease	70,040	57,454	52,530	9.37%	59,559	-3.53%
TOTAL MISCELLANEOUS	\$1,164,040	\$955,731	\$132,920	619.03%	\$164,358	481.49%
Transfers-In	\$1,130,214	\$0	\$0	0.00%	\$0	0.00%
TOTAL TRANSFERS	\$1,130,214	\$0	\$0	0.00%	\$0	0.00%
TOTAL GENERAL FUND REVENUES	\$21,537,087	\$19,067,614	\$17,407,157	9.54%	\$16,772,216	13.69%

MONTHLY FINANCIAL REPORT - JUNE 2014

	FY 2014 BUDGET	THROUGH 6/30/2014	THROUGH 6/30/2013	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
% OF CURRENT TAX ROLL COLLECTED	99.0%	99.10%	98.64%	0.46%	0.47%
RESIDENTIAL BLDG PERMITS	118	79	72	7	9.72%
COMMERCIAL BLDG PERMITS	6	5	6	(1)	-16.67%
CITATIONS ISSUED	11,750	8,042	8,346	(304)	-3.64%

GENERAL FUND EXPENSES

	FY 2014 BUDGET	EXPENDED THROUGH 6/30/2014	YEAR-TO-DATE PROJECTED EXPENDITURES	% OF BUDGET EXPENDED	BUDGET REMAINING
City Council	\$204,006	\$113,502	\$153,005	55.64%	\$90,504
City Manager	569,764	429,324	432,323	75.35%	140,440
City Secretary	211,725	146,768	158,794	69.32%	64,957
Finance	401,583	320,776	331,187	79.88%	80,807
Legal	130,460	200,822	130,460	153.93%	(70,362)
Engineering	510,915	293,633	303,186	57.47%	217,282
Economic Development	296,799	177,792	193,599	59.90%	119,007
Building Inspection	281,672	206,134	206,254	73.18%	75,538
Community Development	337,675	206,076	213,256	61.03%	131,599
Fire	4,259,224	3,068,906	3,164,418	72.05%	1,190,318
Police	4,172,062	3,106,380	3,129,047	74.46%	1,065,682
Parks	1,285,084	793,016	813,813	61.71%	492,068
Recreation	357,816	177,942	193,362	49.73%	179,874
Street Maintenance	3,840,966	1,275,309	1,380,725	33.20%	2,565,657
Library	674,061	438,138	455,546	65.00%	235,923
Communications	139,447	95,750	104,585	68.66%	43,697
Colleyville Center	312,513	201,029	209,385	64.33%	111,484
Human Resources	270,466	177,396	202,850	65.59%	93,070
Municipal Court	389,410	276,295	292,058	70.95%	113,115
Fleet Maintenance	226,290	158,713	169,718	70.14%	67,577
Building Services	362,845	235,856	272,134	65.00%	126,989
Information Services	1,065,205	871,469	898,904	81.81%	193,736
Non Departmental	859,068	511,654	524,301	59.56%	347,414
Capital Equipment Reserve	242,000	242,000	242,000	100.00%	0
Compensation Adjustment	132,911	-	0	0.00%	132,911
TOTAL EXPENSES	\$21,533,967	\$13,724,681	\$14,174,907	63.74%	\$7,809,286

MONTHLY FINANCIAL REPORT - JUNE 2014

UTILITY FUND

REVENUE SOURCE	FY 2014 BUDGET	RECEIVED AS OF 6/30/2014	PROJECTED AS OF 6/30/2014	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 6/30/2013	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	\$9,820,661	\$6,141,468	\$6,113,509	0.46%	\$6,399,732	-4.04%
Sewer Sales	3,053,229	2,626,401	2,289,922	14.69%	2,368,581	10.88%
Sewer Installation	7,000	7,800	5,250	48.57%	7,900	-1.27%
Water Installation	21,000	23,850	15,750	51.43%	19,640	21.44%
Sewer Tie-on Charges	5,000	3,000	3,750	-20.00%	0	100.00%
Engineering Charges	5,000	99,557	5,000	1891.13%	22,662	339.30%
Penalties	190,112	142,492	142,584	-0.06%	131,581	8.29%
Miscellaneous	13,000	11,836	9,750	21.39%	13,109	-9.71%
TOTAL OPERATING INCOME	\$13,115,002	\$9,056,403	\$8,585,515	5.48%	\$8,963,205	1.04%
Interest Income	\$20,300	\$10,015	15,225	-34.22%	\$27,357	-63.39%
TOTAL NON-OPERATING INCOME	\$20,300	\$10,015	\$15,225	-34.22%	\$27,357	-63.39%
TOTAL INCOME	\$13,135,302	\$9,066,418	\$8,600,740	5.41%	\$8,990,562	0.84%

	THROUGH 6/30/2014	THROUGH 6/30/2013	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	1,367,984,100	1,524,735,960	(156,751,860)	-10.28%
NUMBER OF WATER CUSTOMERS	9,459	9,348	111	1.19%

UTILITY FUND EXPENSES

	FY 2014 BUDGET	EXPENDED THROUGH 6/30/2014	YEAR-TO-DATE PROJECTED EXPENSES	% OF BUDGET EXPENDED	BUDGET REMAINING
Billing	\$386,616	\$239,488	\$289,962	61.94%	\$147,128
Operations	9,515,310	6,546,834	7,136,483	68.80%	2,968,476
Utility Support	1,060,731	676,508	687,548	63.78%	384,223
Non-Departmental	292,868	145,586	149,651	49.71%	147,282
Debt Service	819,137	788,884	788,884	96.31%	30,253
Compensation Adjustment	20,411	0	0	0.00%	20,411
Interfund loan repayment	44,286	0	0	0.00%	44,286
Transfer to General Fund	1,037,213	0	0	0.00%	1,037,213
TOTAL EXPENSES	\$13,176,572	\$8,397,300	\$9,052,528	63.73%	\$4,779,272



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number
Type Resolution
Department City Secretary

Agenda Date 07/15/2014

Number

Title
Ending Resolution

Explanation

Financial Impact

Recommendation

Attachments
1. Ending Resolution

RESOLUTION R-14-3769

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 15, 2014**

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 the agenda decisions approved by City Council action under Business this date and not otherwise adopted by Ordinance and/or separate Resolution as follows are hereby adopted:

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF JULY 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor