



# City of Colleyville City Council Agenda

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

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Tuesday, April 3, 2018

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**WORKSESSION  
5:00 PM  
EXECUTIVE CONFERENCE ROOM  
THIRD FLOOR**

**CALL TO ORDER**

- WS-1** Discussion of the Old Tyme BBQ event and discussion of alcohol at City sponsored events
- WS-2** Follow up discussion of an entrepreneur center
- WS-3** Discussion of SH26 median redesign and street light standards
- WS-4** Discussion of public art in roundabouts
- WS-5** Discussion of pet waste disposal regulations
- WS-6** Discussion of the April 3, 2018, 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 items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

- Glade Road eminent domain cases for Parcels 150 and 159

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

- Glade Road Project Phases 1B and 2
- Acquisition of real property along Highway 26

Section 551.074 – Personnel - Deliberate the selection, employment, position, evaluation, duties, and compensation of the Director of Public Works position

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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

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

**INVOCATION: Pastor Dale Molden, First Baptist Colleyville**

**PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt**

**2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-18-4248**

**3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

**Announcements of civic and charitable events**

**Presentation of calendar events and updates**

**Announcements of awards and recognition**

Proclamation in recognition of April as Child Abuse Prevention month - Mayor Richard Newton and Alliance for Children Volunteer Coordinator Jamie Harton

**4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-18-4249**

**4a** Approval of the minutes of the regular City Council meeting of March 20, 2018

**4b** Approval to replace the front two overhead doors at Fire Station #3, located at 312 McDonwell School Road, with four-fold doors, in an amount not to exceed \$94,097 and authorizing the city manager to execute the agreement

**4c** Approval to purchase a replacement aerial bucket truck in the amount of \$111,311.65 from Four Stars Ford, an approved vendor, through Tarrant County Cooperative Purchasing; approving the disposal of the unit being replaced, and authorizing the city manager to execute the purchase and disposal agreements upon receipt and acceptance of the vehicle



- 4d** Approval to purchase a replacement flatbed dump truck in the amount of \$76,804.33 from Southwest International Trucks, an approved vendor, through the Buy Board Cooperative Purchasing Program; approving the disposal of the unit being replaced, and authorizing the city manager to execute the purchase and disposal agreements upon receipt and acceptance of the vehicle

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

**5a Ordinance O-18-2037**

Consideration of an appeal of the Planning and Zoning Commission decision of a zoning change request from the R-40 Single Family Residential zoning district to the PUD-C Planned Unit Development-Commercial zoning district on a portion of Tract 1, Abstract 1154, of the R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC17-023 – WITHDRAWN BY APPLICANT

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

**6a Ordinance O-18-2038**

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 3A, Block 2, of the Village Park Addition, located at 4609 Colleyville Boulevard, Case ZC18-003

**6b Ordinance O-18-2039**

Consideration of a zoning change from the AG Agricultural zoning district to the PUD-R Planned Unit Development-Residential zoning district on Tract 2A01 and 2A02, Abstract 1543, in the George W. Teeter Survey, located at 1309 Glade Road, Case ZC18-006

**6c Ordinance O-18-2040**

Consideration of an amendment to the PUD-R Planned Unit Development-Residential zoning district regarding the minimum roof pitch requirement for the Carmel Place Estates subdivision, located at 4808 to 4920 Carmel Place, Case ZC18-008

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

**8. REPORTS**

Planning and Zoning Commission Worksession Minutes - January 22, 2018  
Planning and Zoning Commission Minutes - February 12, 2018

**9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR APRIL 3, 2018 - READING AND PUBLIC HEARING - RESOLUTION R-18-4250**

**10. ADJOURNMENT**

*I hereby certify this agenda was posted on City Hall bulletin boards Thursday, March 29, 2018, by 5:00 p.m.*

Christine Loven, TRMC  
City Secretary

*A quorum of any Colleyville board, commission, or committee may be present at this meeting.*

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

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



# City of Colleyville City Council Agenda Briefing

City Hall  
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**Agenda Number** WS-1

**Agenda Date** 04/03/2018

**Type** Worksession

**Department** Police

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## **Title**

Discussion of the Old Tyme BBQ event and discussion of alcohol at City sponsored events

## **Strategic Plan**

1.4 Communicate thoroughly and strategically

## **Explanation**

This item provides for a discussion of the Old Tyme BBQ event and will be presented by City staff.

Staff will also seek City Council direction relevant to other City sponsored events and the allowance of alcohol.

## **Attachments**

1. Old Tyme BBQ Event presentation

# COLLEYVILLE OLD TYME BBQ PROPOSAL

March 20, 2018

# OLD TYME BBQ COOK-OFF PROPOSAL



- Steak Grilling Cook-Off instead of Smoker BBQ Cook-Off
  - More participation – Anyone can grill
- Same layout and feel as current BBQ cook-off
  - Live Entertainment
  - Kids Area – Bounce Houses
  - Kids Grilling Competition
  - Raffles
  - VIP Area
  - Adding- Wine Pairing, Cooking Demonstrations, Appetizer or Dessert competition
- Two day event will become one day event- October 13, 2018

# SCA SANCTIONED EVENTS



## BEDFORD BLUES & BBQ LABOR DAY WEEKEND FESTIVAL

### Steak Cookoffs

Sept 1/2, 2017 Bedford, TX

#### DAY 1 - Friday Night Pork Steak Cookoff & People Choice Events

| Pork Steak      | Peoples Choice  |
|-----------------|-----------------|
| 1st Place \$500 | 1st Place \$400 |
| 2nd Place \$300 | 2nd Place \$300 |
| 3rd Place \$200 | 3rd Place \$200 |

Teams can leave there set up overnight, Security on site.  
RV spaces available with electric for the entire weekend \$50

#### Entry Fees

\$100

Includes competition Pork Steaks  
and Peoples Choice pork steaks

#### Event Timeline

12-4 Team Set Up  
4 Cooks Meeting  
6-6:15 Pork Steak Turn In  
7-8 People Choice Tastings  
8:30 Awards

#### DAY 2 - Saturday Ribeye Steak & Wing Cookoffs

| Steak Payout       | Wings Payout    |
|--------------------|-----------------|
| 1st Place \$1000   | 1st Place \$200 |
| 2nd Place \$500    | 2nd Place \$100 |
| 3rd Place \$400    | 3rd Place \$50  |
| 4th Place \$300    |                 |
| 5th Place \$200    |                 |
| 6-10th Place \$100 |                 |

#### Entry Fees

\$150 Steak  
\$25 Wings

#### Event Timeline

8-10:00 Team Set Up  
10-00 Cooks Meeting  
11:15 Wings Turn In  
2-2:30 Steak Turn In  
6:00 Awards

- Teams can leave there set up overnight, Security on site.
- RV spaces available with electric for the entire weekend \$50
- Each team gets 5 event passes

#### Qualifier

Event Location:  
1951 L Don Dodson Dr  
Bedford, TX 76021



March 17th, 2018 at the NBBQA  
Conference

ROANOKE

ROUNDUP

SATURDAY, MAY 5

HISTORIC OAK STREET  
DOWNTOWN ROANOKE, TX

*Proceeds will benefit*  
GUNS AND HOSES FOUNDATION OF NORTH TEXAS  
& SPEEDWAY CHILDREN'S CHARITIES

COST OF COOKOFF TEAMS \$150

NO APPETIZER ENTRY FEE

CHEF'S PAYOUT

1<sup>st</sup> - \$1000  
2<sup>nd</sup> - \$500  
3<sup>rd</sup> - \$400  
4<sup>th</sup> - \$300  
5<sup>th</sup> - \$200  
6-10 - \$100

HORS D'OEUVRES PAYOUT

1<sup>st</sup> - \$200  
2<sup>nd</sup> - \$100  
3<sup>rd</sup> - \$50

DAY OF EVENT

8-10 AM - TEAM SETUP  
10:00 AM - MANDATORY COOKS MEETING  
2-2:30 PM - HORS D'OEUVRES TURNED IN FOR JUDGING  
3:00-4 PM - STEAKS TURNED IN FOR JUDGING  
4:30-7 PM - PUBLIC STEAK LINES OPEN  
7:15-8 PM - AWARDS

TO ENTER GO TO [WWW.ROANOKEROUNDUP.COM/TEAMS](http://WWW.ROANOKEROUNDUP.COM/TEAMS)



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**Agenda Number** WS-2

**Agenda Date** 04/03/2018

**Type** Worksession

**Department** City Manager

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## **Title**

Follow up discussion of an entrepreneur center

## **Strategic Plan**

## **Explanation**

Staff will lead a follow-up discussion regarding the potential for a Colleyville Entrepreneur Center, including benefits for the City and additional location options.

## **Attachments**

1. Entrepreneur Center Worksession Update 4-3-18

# **Entrepreneur Center Update**

April 3, 2018



# Entrepreneur Center Update



What we heard in March:

- Consensus on the concept, but...
  - Provide more information on benefits to Colleyville
  - Provide alternatives to 16 Village

# Entrepreneur Center Update



## Benefits to Colleyville:

- Economic Development strategy to invest in the local economy, support small growing businesses, provide a resource for businesses to start and expand in Colleyville
- Demonstrates the City's commitment to growing local business
- Businesses stay where they start – they have a connection to the community (physical place and people that helped them along the way)
- Lease up office space in Colleyville

# Entrepreneur Center Update



## Benefits to Colleyville (con't):

- Potential to create jobs that stay in the local economy
- Drive private development and investment to Colleyville
- Deepening partnerships – Chamber, Score, TCC, GCISD

# Entrepreneur Center Update



## Location decision:

- Location within the Village makes sense (or potentially outside but close proximity)
  - City led initiative
  - City investment in the Village
  - Energy in the Village
- Other consideration – lease vs. buy

# Entrepreneur Center Update



1.



2.



3.



4.



# Entrepreneur Center Update



## Location 1: 16 Village

- Ideal location and layout
- Colleyville resident owners
- Good lease terms
  - 4,888 square feet
  - \$24.25 psf (base rent \$17, \$7.25 NNN)
  - Tenant Improvement allowance: \$15 psf





# Entrepreneur Center Update

## Location 2: 55 Main

- Ideal location and layout
- Colleyville resident owner
- 13 offices, some open space, breakroom, conference
- 4,067 square feet
- Good terms (negotiable)
  - \$19 psf (\$14 base, \$5 NNN)
- Space just became available
  - off market at this time



# Entrepreneur Center Update



## Location 3: Wachovia Bank Building

- Good location on SH26
- 3,696 square feet
- Workable layout, great parking
- Specific terms not known  
(negotiable – \$19 - \$25 psf total)
- Wells Fargo and owners interested
- Would fill a vacant space on SH26  
until a private business takes over





# Entrepreneur Center Update



## Location 4: 62 Main

- Ideal location
- Smaller but workable layout
- Colleyville resident owner
- 2,100 square feet
- For purchase (not rent) - \$315,000





# Entrepreneur Center Update

|                          | Size (sf) | Annual Gross Rent | Annual Operating Costs | One-time/Start-up | Total Annual Rent + Operating | Annual Revenue |  | Annual<br>P/L Conservative | Annual<br>P/L Mid | Annual<br>P/L Aggressive |
|--------------------------|-----------|-------------------|------------------------|-------------------|-------------------------------|----------------|--|----------------------------|-------------------|--------------------------|
| Location 1<br>16 Village | 4,888     | \$118,534         | \$85,290               | \$198,880         | \$203,824                     | \$118,534      |  | \$-85,290                  | \$-26,023         | \$33,244                 |
| Location 2<br>55 Main    | 4,067     | \$77,273          | \$80,454               | \$190,670         | \$157,727                     | \$115,910      |  | \$-41,818                  | \$-3,181          | \$35,456                 |
| Location 3<br>Wachovia   | 3,696     | \$78,540          | \$78,269               | \$186,960         | \$156,809                     | \$78,540       |  | \$-78,269                  | \$-38,999         | \$271                    |
| Location 4<br>62 Main    | 2,100     | \$0               | \$75,959               | \$486,560         | \$75,959                      | \$31,500       |  | \$-44,459                  | \$-12,959         | \$18,541                 |

- Operating costs include operator, marketing, utilities, etc.
- One-time/Start-up costs include construction, FF&E, legal, etc.
- P/L is estimate only. Deeper dive with space planning after recommendation is made.



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**Agenda Number** WS-3

**Agenda Date** 04/03/2018

**Type** Worksession

**Department** Parks and Recreation

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## **Title**

Discussion of SH26 median redesign and street light standards

## **Strategic Plan**

5.1 Create and sustain an identifiable Colleyville brand

## **Explanation**

This agenda item provides for a discussion of the current SH26 landscape design plan and the possibility to redesign the medians and right of ways to achieve an exceptional design for this corridor, allowing Colleyville to stand out in the region. The new design will set the tone for visitors' and citizens' experience while traveling the main sales tax generating corridor. The discussion will include a review of the current standard included in TxDOT's plans, examples of exceptional standards, and the projected cost estimates based on projects of similar scope. Staff seeks direction from the City Council on whether to proceed with steps to redesign the landscape for SH26 medians and right of ways.

This agenda item also provides for discussion of street light design standards for SH26, to decide what level of design branding the City wishes to pursue. There are three standards to select from; basic, catalog, and custom. The discussion will include a review of what each option offers, and will serve as a guide in the design and lighting standard the City wants to select.

## **Attachments**

1. SH26 median design and corridor lighting presentation
2. SH26 Median Landscape presentation
3. Street Lights Slides

# **SH26 Median Design**

City Council Worksession  
April 3, 2018

# Current Design



- Lacks contrast and does not provide an upscale feel to our prime sales tax corridor
- Mounding causes water run off and discolors the concrete
- No unique design features
- Not Exceptional





# Current Design





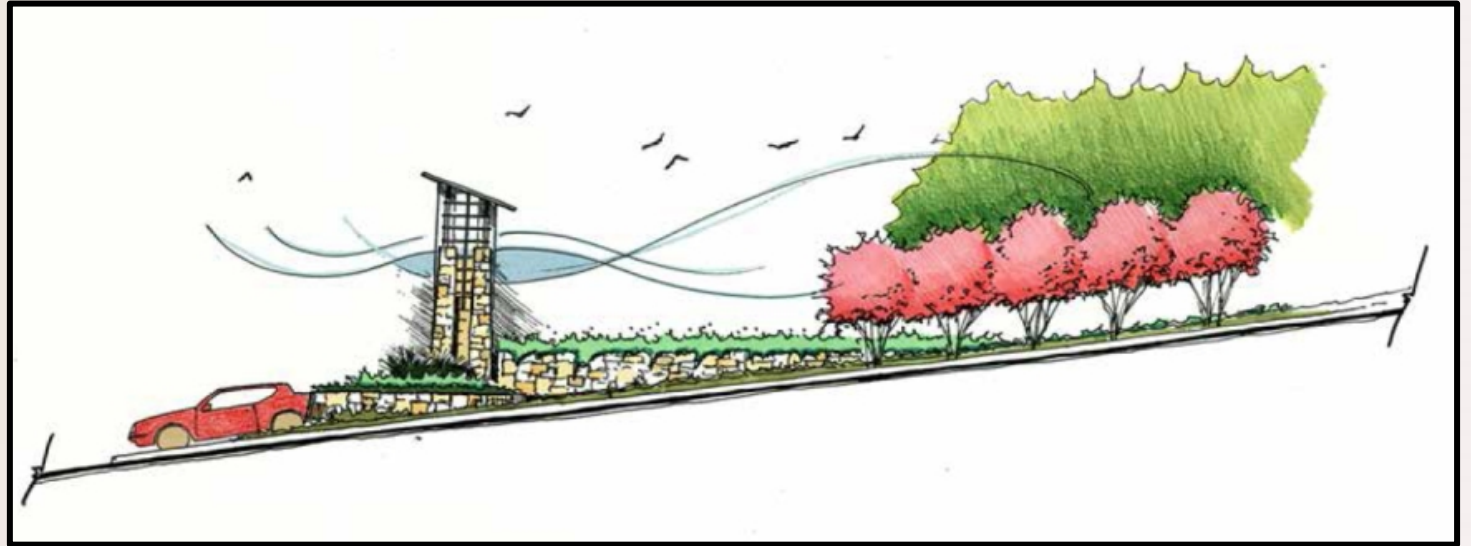
# Creating Exceptional



- Vertical Elements
- Natural Elements
- Lighting
- Artwork
- Include ROW
- Streetscape Elements
- Make a Statement
- New Exceptional Standards

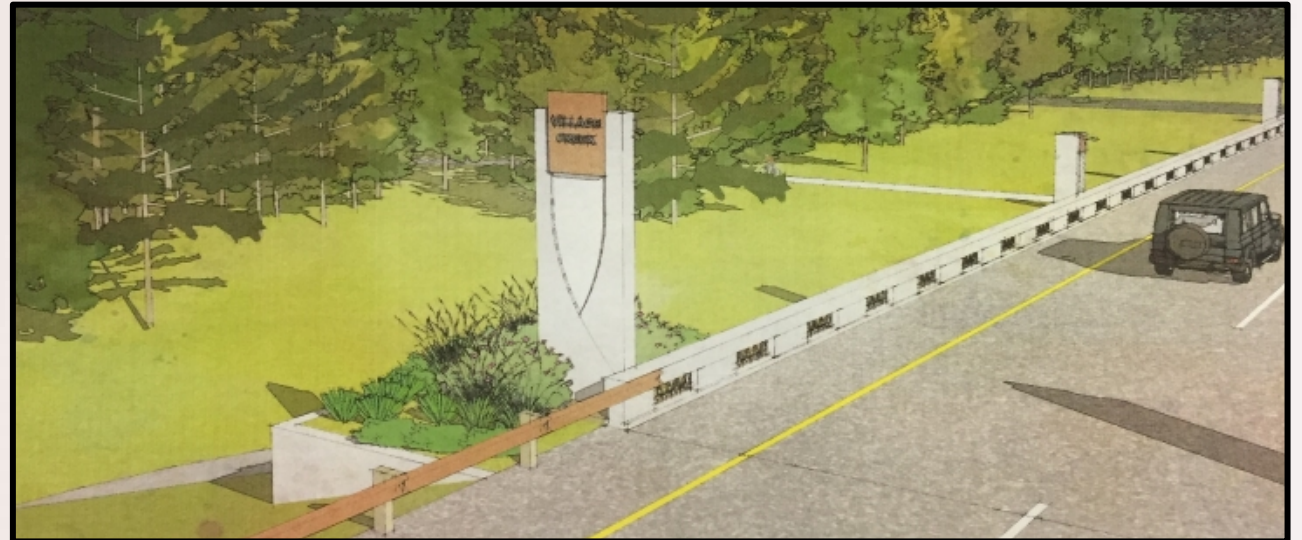


# Possibilities





# Possibilities



# Cost of Exceptional



- \$3.5 – \$4.5 Million Estimated Exceptional Median Only Cost\*
- \$5.5 - \$6.5 Million Estimated Exceptional Median and ROW Cost\*
- Funding:
  - \$734,000 Approximate TXDOT Credit
  - \$2.9 Million – In the TIF 5-Year Plan
  - \$400,000 Green Ribbon Grant – Possibility
  - \$2.5 Million needed (for \$6.5 Million option)



\* Plus 8% Design Cost Estimate

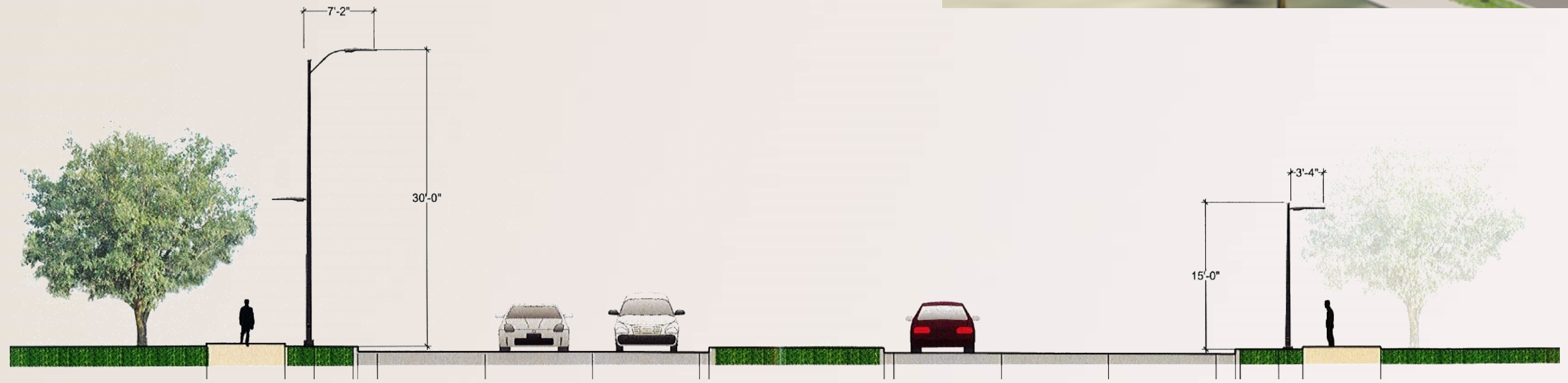


# Questions and Discussion

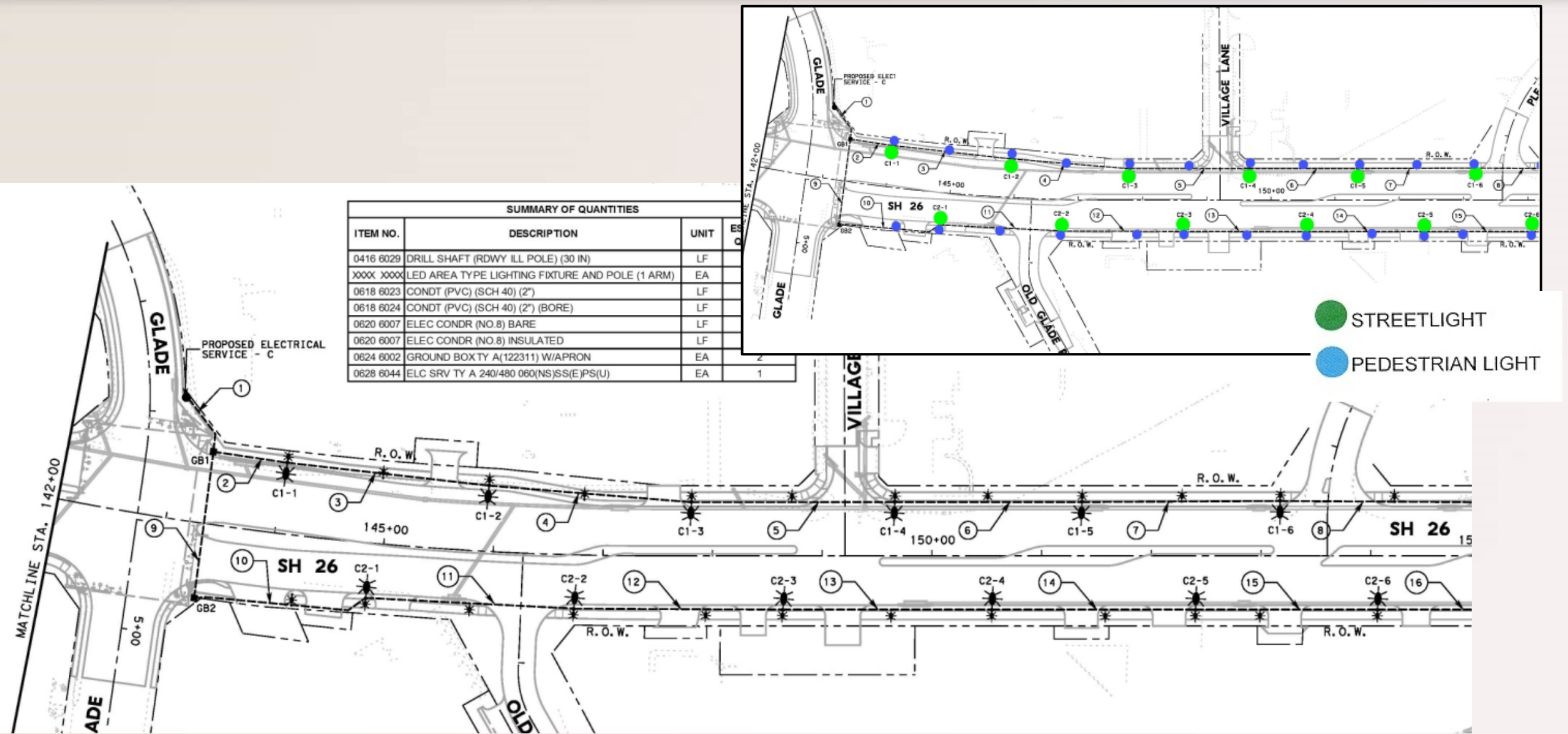


# Corridor Lighting

- The SH26 reconstruction project includes the foundations and the conduit for the new street and pedestrian lighting
- The City will purchase and install the street light poles, pedestrian poles, and fixtures at the time the project is complete, under a separate contract
- This allows for the City to design a branding standard for the street lights and pedestrian lights during the construction of the roadway



# Corridor Lighting



| SUMMARY OF QUANTITIES |                                                 |      |   |
|-----------------------|-------------------------------------------------|------|---|
| ITEM NO.              | DESCRIPTION                                     | UNIT |   |
| 0416 6029             | DRILL SHAFT (RDWY ILL POLE) (30 IN)             | LF   |   |
| XXXX XXXX             | LED AREA TYPE LIGHTING FIXTURE AND POLE (1 ARM) | EA   |   |
| 0618 6023             | CONDT (PVC) (SCH 40) (2")                       | LF   |   |
| 0618 6024             | CONDT (PVC) (SCH 40) (2") (BORE)                | LF   |   |
| 0620 6007             | ELEC CONDR (NO.8) BARE                          | LF   |   |
| 0620 6007             | ELEC CONDR (NO.8) INSULATED                     | LF   |   |
| 0624 6002             | GROUND BOX TY A(122311) W/APRON                 | EA   |   |
| 0628 6044             | ELC SRV TY A 240/480 060(NS)SS(E)PS(U)          | EA   | 1 |

# Corridor Lighting



**Dual Mount Pole**



**Basic**



**Catalog**



**Custom**



# Corridor Lighting



**Additional Enhancements  
Options**



# City Council Direction

- Staff is looking to initiate the design/selection of the street light fixtures in order to be ready to install the corridor lighting upon the completion to the street construction
- Is there a preferred style, level of ornateness, or enhancements that the City would like to have incorporated into the lighting fixtures?



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**Agenda Number** WS-4

**Agenda Date** 04/03/2018

**Type** Worksession

**Department** City Manager

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## **Title**

Discussion of public art in roundabouts

## **Strategic Plan**

5.1 Create and sustain an identifiable Colleyville brand

## **Explanation**

This agenda item provides an opportunity for a follow-up discussion regarding public art, namely bronze sculptures, in City roundabouts. During the January 10, 2018 City Council Worksession discussion, City Council expressed a desire to consider horse-themed and sports/active sculptures in a few of the City's roundabouts. At the February 20, 2018 City Council Worksession, City Council expressed a preference for the sculptures that featured active family life. The City Council also requested that additional information on the size and scale of the sculptures and roundabouts be provided, in order to determine the preferred sculptures for individual roundabouts. Assistant City Manager Adrienne Lothery will present the attached presentation and seeks the City Council's direction and feedback.

## **Attachments**

1. Roundabout Art - size and scale presentation

# Public Art for Roundabouts

City Council Worksession  
April 3, 2018



Village Roundabout, completed March 2018

# Objectives



- Determine preferred sculpture for each roundabout
- Direction on whether to move forward and to what extent
  - Notes:
    - All pricing will be re-confirmed as some were on sale at time of quote or were based on ordering multiple pieces at once
    - Final prices will be vetted against comparable pieces at other companies (exact version may not be available)
    - Landscape improvements will be required to appropriately feature the sculptures; will seek competitive quotes



# Roundabouts & Funding Sources



- **Jackson & Cheek Sparger**

- Recommended funding source: TIF amended project plan

**Note:** \$7,904 also available in the Public Art Fund for public art projects



- **Glade Road & Pool**

- Recommended funding source: TIF amended project plan



- **Pleasant Run & John McCain**

- Recommended funding source: TIF original project plan

**NEW**

- **McDonwell School Rd & Westcoat**

- Recommended funding source: include in total roundabout construction project cost

# Jackson & Cheek Sparger



**Concept:** "Families are Forever"



\$25,000

36"D x 96"W x 72"H  
(3 ft x 8 ft x 6 ft)

**Concept:** Children on See Saw



\$13,000

96"W x 58"H  
(8 ft x 4.8 ft)



8 ft



# Glade & Pool



## **Concept:** "Helping Hand"

\$13,000

44" x 39" x 78"H

(3.6 ft x 3.25 ft x 6.5 ft)

## **Concept:** "I Love My Country"

\$16,000

39" x 60" x 81"H

(3.25 ft x 5 ft x 6.75 ft)

6.5 ft

8 ft





# Pleasant Run & John McCain



## **Concept:**

"Balancing Act"

\$14,000

73"W x 37"D x 78"H

(6.1 ft x 3.1 ft x 6.5 ft)



6.5 ft



8 ft





# McDonwell School Road & Westcoat



## ***Concept:***

Seated child on horse, with standing parent holding reins

- Use and enhance existing mold - \$47,500 (8-12 months)
- Custom creation - \$79,500 (12-14 months)



## ***Concept:***

Adult leaning against a fence with horse leaning over their shoulder

- Likely a custom creation (12-14 months)
- \$40-75,000 depending on selections



# Summary



| Roundabout                       | Sculpture Cost <sup>1</sup> | Landscape Cost <sup>2</sup> | Total Cost                 | Potential Funding Source <sup>3</sup>   |
|----------------------------------|-----------------------------|-----------------------------|----------------------------|-----------------------------------------|
| Jackson & Cheek Sparger          | \$13,000 – 25,000           | \$40,000 - \$60,000         | \$53,000 – 85,000          | TIF (amended plan)                      |
| Glade & Pool                     | \$13,000 – 16,000           | \$40,000 - \$60,000         | \$53,000 – 76,000          | TIF (amended plan)                      |
| Pleasant Run & John McCain       | \$14,000                    | \$40,000 - \$60,000         | \$54,000 – 74,000          | TIF (original plan)                     |
| McDonwell School Road & Westcoat | \$40,000 – 80,000           | \$40,000 - \$60,000         | \$80,000 – 140,000         | Include in roundabout construction cost |
| <b>TOTAL</b>                     | <b>\$80,000 – 135,000</b>   | <b>\$160,000 – 240,000</b>  | <b>\$240,000 – 375,000</b> |                                         |

1- All pricing will be re-confirmed as some were on sale at time of quote or were based on ordering multiple pieces at once

2- General estimate, as each landscape project scope will vary; competitive quotes will be sought for each project

3- \$200,000 has already been tentatively programmed in the TIF 5-year plan for roundabout art & landscape improvements

# Questions & Discussion



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**Agenda Number** WS-5

**Agenda Date** 04/03/2018

**Type** Worksession

**Department** City Manager

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## **Title**

Discussion of pet waste disposal regulations

## **Strategic Plan**

2.1 Provide responsive, efficient city services

## **Explanation**

It was brought to staff's attention there is currently no ordinance requiring dog owners to pick up after their dog on private or public property within the City of Colleyville. In recent weeks, several citizens have also approached City staff with concerns about this issue. The purpose of this agenda item is to provide for a discussion on clean-up of pet waste and whether the City Council would like staff to move forward with an ordinance to establish appropriate requirements.

A potential ordinance would amend Chapter 14 of the Colleyville Code of Ordinances by adding Section 14-19, "Defecation of dogs on public and private property." The purpose of this ordinance would be to ensure dog owners pick up their dog's waste from public and private properties within the City. The ordinance would make a special exception for service dogs trained to assist persons with disabilities.

If the City Council desires to incorporate these requirements into the Code of Ordinances, staff can bring forth an ordinance for consideration at a future City Council meeting.

## **Attachments**





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**Agenda Number** WS-6

**Agenda Date** 04/03/2018

**Type** Worksession

**Department** City Secretary

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## **Title**

Discussion of the April 3, 2018, City Council regular agenda items



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**Agenda Number 1**

**Agenda Date** 04/03/2018

**Type** Executive Session

**Department** City Secretary

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## **Title**

Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

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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-18-4248**

**A RESOLUTION APPROVING COUNCIL ACTION  
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR  
CITY COUNCIL MEETING OF APRIL 3, 2018**

**WHEREAS**, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety and welfare of the public.

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

Sec. 1. THAT

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_ AYES, \_ NAYS AND \_ ABSTENTIONS ON THIS THE 3<sup>RD</sup> DAY OF APRIL 2018.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| Mayor Richard Newton    | _____ | Mayor Pro Tem Bobby Lindamood | _____ |
| Place 1, Tammy Nakamura | _____ | Place 3, Kathy Wheat          | _____ |
| Place 4, George Dodson  | _____ | Place 5, Nancy Coplen         | _____ |
| Place 6, Mike Taylor    | _____ |                               |       |

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** 3

**Agenda Date** 04/03/2018

**Type** Announcements, Proclamations, and Presentations

**Department** City Secretary

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## **Title**

Proclamation in recognition of April as Child Abuse Prevention month - Mayor Richard Newton and Alliance for Children Volunteer Coordinator Jamie Harton

## **Attachments**

1. Proclamation in recognition of Child Abuse Prevention Month



# Proclamation

CITY OF

Colleyville,  
Texas

**WHEREAS:** every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and

**WHEREAS,** child abuse is one of our nation's most serious public health problems and threatens the safety of our community; and

**WHEREAS,** 5,630 cases of child abuse and neglect were confirmed in Tarrant County in 2017; and

**WHEREAS,** Alliance for Children provided child-focused services to 2,310 children in 2017; and

**WHEREAS,** Alliance For Children provided prevention education to over 50,000 adults and children in Tarrant County in 2017; and

**WHEREAS,** effective child abuse prevention, investigation and treatment programs succeed because of partnerships among public and private agencies, schools, religious organizations, medical services, and the business community; and

**WHEREAS,** everyone should become more aware of child abuse prevention and consider helping caregivers raise their children in a safe, nurturing environment.

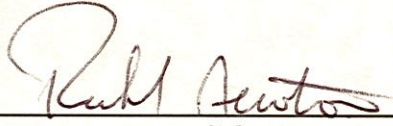
**NOW, THEREFORE, I, RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS,** on behalf of the Colleyville City Council and the citizens of Colleyville, do hereby proclaim April 2018 to be

## CHILD ABUSE PREVENTION MONTH

and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

**IN WITNESS WHEREOF,** I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 3<sup>rd</sup> day of April 2018.



  
\_\_\_\_\_  
Mayor



## **RESOLUTION R-18-4249**

### **A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF APRIL 3, 2018**

**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 20, 2018
  - b. Approval to replace the front two overhead doors at Fire Station #3, located at 312 McDonwell School Road, with fourfold doors, in an amount not to exceed \$94,097 and authorizing the city manager to execute the agreement
  - c. Approval to purchase a replacement aerial bucket truck in the amount of \$111,311.65 from Four Stars Ford, an approved vendor, through Tarrant County Cooperative Purchasing; approving the disposal of the unit being replaced, and authorizing the city manager to execute the purchase and disposal agreements upon receipt and acceptance of the vehicle
  - d. Approval to purchase a replacement flatbed dump truck in the amount of \$76,804.33 from Southwest International Trucks, an approved vendor, through the Buy Board Cooperative Purchasing Program; approving the disposal of the unit being replaced, and authorizing the city manager to execute the purchase and disposal agreements upon receipt and acceptance of the vehicle

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_ AYES, \_ NAYS AND \_ ABSTENTIONS ON THIS  
THE 3<sup>RD</sup> DAY OF APRIL 2018.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| Mayor Richard Newton    | _____ | Mayor Pro Tem Bobby Lindamood | _____ |
| Place 1, Tammy Nakamura | _____ | Place 3, Kathy Wheat          | _____ |
| Place 4, George Dodson  | _____ | Place 5, Nancy Coplen         | _____ |
| Place 6, Mike Taylor    | _____ |                               |       |

|                |                            |
|----------------|----------------------------|
| <b>ATTEST:</b> | <b>CITY OF COLLEYVILLE</b> |
|----------------|----------------------------|

|                                         |                         |
|-----------------------------------------|-------------------------|
| Christine Loven, TRMC<br>City Secretary | Richard Newton<br>Mayor |
|-----------------------------------------|-------------------------|





# City of Colleyville City Council Minutes - Draft

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

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Tuesday, March 20, 2018

COUNCIL CHAMBERS

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, March 20, 2018, at 5:00 p.m.

**ROLL CALL:** Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor.

City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Interim Police Chief Hillary Wreay, Fire Chief Brian Riley, Public Works Director Jeremy Hutt, Community Development Director Ben Bryner, Library and Special Events Director Mary Rodne, Recreation Manager Lisa Escobedo, Parks Manager Heather Dowell, Marketing Coordinator Dustin Dangli, Information Services Manager Chris Pena, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

## **WS-1** Discussion of the draft Parks and Recreation Master Plan

Parks Manager Heather Dowell introduced Pat Hoagland, principal, Bandstetter Carroll, the City's consultant for the Master Plan, who reviewed the draft documents and led the discussion.

Mayor Newton acknowledged there were Parks and Recreation Advisory Board members in attendance (Hillary Schwanbeck, John Hillebrand, Mitali Mandlekar, Rich Hendler, Cliff Leblanc, and Ajit Purandare) and asked them to offer comments if they so desired.

The ranking of goals and objectives, additions the City Council would like incorporated, and a timeline for receipt of comments from the City Council and Parks and Recreation Advisory Board were discussed.

## **WS-2** Discussion of the future use of Bidault House and Webb House

Assistant City Manager Adrienne Lothery presented this item and answered questions of the City Council. Due to the responses of the Parks and Recreation Advisory Board and the Historical Preservation Committee, the City Council directed staff to move forward with renovations at the Webb House as presented, but reduce the scope of the work on the Bidault House. This will allow the Webb House to be used by the public. At this time, the Bidault House will not be open to the public, but may be used as a photographic backdrop.



**WS-3** Discussion of the Old Tyme BBQ event

This item was moved to the next agenda due to time.

**WS-4** Discussion of an amended developer's agreement with the Village Owner's Association (VOA)

There was no discussion of this item.

**WS-5** Discussion of the March 20, 2018, City Council regular agenda items

There was no discussion of this item.

Mayor Newton adjourned the worksession at 6:03 p.m.

Mayor Newton called the Executive Session to order at 6:04 p.m. and called the roll.

**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 items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including:

- Glade Road eminent domain cases for Parcels 150 and 159

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

- Glade Road Project Phases 1B and 2

Section 551.074 – Personnel

- Deliberate the selection, employment, evaluation, duties, and compensation of the Police Chief
- Deliberate the employment, evaluation, duties, and compensation of the City Manager
- Discussion of City-wide employee compensation

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 Newton 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, Section 551.074 - Personnel and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. Executive Session was adjourned at 7:20 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:36 p.m.

**ROLL CALL:** Mayor Richard Newton, Mayor for a Day Sydney Ellis, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen, and Mike Taylor

**ALSO PRESENT:** City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Public Works Director Jeremy Hutt, Community Development Director Ben Bryner, Chief Financial Officer Shereen Gendy, Marketing Coordinator Dustin Dangli, Information Services Manager Chris Pena, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

**INVOCATION: Pastor Ricky Texada, Colleyville Covenant**

**PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt**

**2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-18-4245**

Mayor Newton read Resolution R-18-4245 in its entirety.

Mayor Newton introduced Michael Miller, Colleyville's new Police Chief and provided Chief Miller's career highlights.

Mayor Newton and each of the Councilmembers offered words of welcome to Chief Miller and expressed appreciation to City Manager Jerry Ducay for his work performance.

Mayor Newton opened the public hearing at 7:56 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:56 p.m.

**Councilmember Taylor made a motion to approve Resolution R-18-4245, Councilmember Dodson seconded the motion.**

**The motion to approve carried with the following vote:**

**Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor**

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

Mayor Newton announced the Walk of Honor scheduled for fall of 2018, which has been established by the GCISD and Walk of Honor Committee to recognize individuals who have served the District with donor, distinction, and service. Nominations are being accepted through May 15, and more details are available at [www.gcisdwalkofhonor.com](http://www.gcisdwalkofhonor.com).

Mayor Newton encouraged everyone to attend the inaugural Farmer's Market which opens Saturday, March 24 on the property to the south of City Hall. The Farmer's Market will be conducted every Saturday through November, 9 a.m. – 2:00 p.m.

Mayor Newton also thanked everyone who attended and completed comment cards at the March 14 public engagement meeting regarding a plaza in front of City Hall. He also announced the showing of *Ferdinand* was a big success at the Movie in the Village on Friday, March 16.

Mayor Newton recognized the coffee and a book program at the Library and thanked Library Director Mary Rodne and City staff for all their efforts.

Councilmember Nakamura announced the Colleyville Woman's Club Annual Fashion Show will be conducted April 6 at the Hurst Conference Center and encouraged everyone to attend.

Mayor Newton announced the applicant has withdrawn Item 6a, on this agenda, which means it cannot come before City Council for a year.

**In recognition of the March Featured Business of the Month - Bark Avenue Market & Bakery - owners Tammy and John Doak - Mayor Richard Newton and Assistant City Manager Mark Wood**

Mayor Richard Newton and Assistant City Manager Mark Wood welcomed Tammy and John Doak, owners of Bark Avenue Market and Bakery and recognized Bark Avenue as the featured business of the month. Tammy and John thanked the Council for the recognition, stated they love the community, and their venture began in 2010 after a pet food recall had led them to research safe products for our pets.

**4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-18-4246**

- 4a** Approval of the minutes of the regular City Council meeting of March 6, 2018
- 4b** Approval of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles
- 4c** Approval of an Amended developer's agreement with the Village Owner's Association (VOA), and authorizing the city manager to execute the Agreement

Mayor Newton read Resolution R-18-4246 in its entirety.

Library Director Mary Rodne updated the City Council regarding 4b and answered questions.

City Manager Jerry Ducay presented item 4c and answered questions of the City Council.

Mayor Newton opened the public hearing at 8:27 p.m.

Kathy Hadley, 204 North Timberline, spoke regarding the library books, suggesting the home schoolers would like to have access to the materials.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 8:28 p.m.

**Councilmember Nakamura made a motion to approve Resolution R-18-4246, Mayor Pro Tem Lindamood seconded the motion.**

**The motion to approve carried with the following vote:**

**Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor**

**5. ORDINANCE(S): SECOND READING AND PUBLIC HEARING****5a Ordinance O-18-2035**

Approval of a tariff authorizing an annual Rate Review Mechanism (RRM) as a substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code and as negotiated between Atmos Mid-Tex and the Steering Committee of Cities Served by Atmos



Mayor Newton read the caption of Ordinance O-18-2035.

Assistant City Manager Adrienne Lothery presented this item and answered questions of the City Council.

Mayor Newton opened the public hearing at 8:35 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:35 p.m.

**Councilmember Coplen made a motion to approve Ordinance O-18-2035, Councilmember Dodson seconded the motion.**

**The motion to approve carried with the following vote:**

**Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor**

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

### **6a Ordinance O-18-2036**

Consideration of an appeal to the Planning and Zoning Commission decision of a zoning change request from the AG-Agricultural zoning district to the R-20 Single Family Residential zoning district on Tracts 2D and 2D3, Abstract 233, in the D R Blanton Survey, located at 5209 Bluebonnet Drive, Case ZC17-017

This item was withdrawn by the applicant.

### **6b Ordinance O-18-2037**

Consideration of an appeal of the Planning and Zoning Commission decision of a zoning change request from the R-40 Single Family Residential zoning district to the PUD-C Planned Unit Development-Commercial zoning district on a portion of Tract 1, Abstract 1154, of the R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC17-023

Mayor Newton read the caption of Ordinance O-18-2037.

Community Development Director Ben Bryner presented this item and answered questions of the City Council.

Rick Jones, 6606 Meadow Road, Dallas, the applicant, presented this item and answered questions of the City Council.

There was discussion regarding the zoning, a waiver to the masonry fence at the back of the building line, and the 200 foot notification. Director Bryner stated to-date, there has been two responses in favor and one in opposition.

There was discussion regarding the drainage plan, location of outflow, drainage elevation, detention pond, and flow.

Councilmember Taylor asked Mr. Jones to clarify the valued assessment and estimated sales tax. Mr. Jones stated it is a variable assessment and will be between \$7.5 and \$8.8 million. Mayor Newton clarified the variable value assessment would amount to approximately \$24,000 to \$29,000 in sales tax being paid to the City.

Councilmember Dodson pointed out the building would be located in the Keller ISD.

Mayor Pro Tem Lindamood questioned the elevation, detention pond, fall, retaining wall, and berming.

Paul Grogan, Civil Engineer, 2080 North Highway 360, Grand Prairie, responded to questions regarding the preliminary design.

Mayor Newton noted there has been a lot of time taken up with discussion of drainage; however, the staff recommendation of denial is based on the use.

Billye Fowler, 1303 Briar Ridge Drive, Keller, the independent executor of property, stated she understands a retail use would equate to a higher value. Mrs. Fowler stated the Planning and Zoning Commission felt the front of the property should be sold as retail first and then the back portion could be addressed, and while she agrees with the retail up front, the property is too deep to be totally retail; therefore, she is concerned if they cannot allow the back to be developed, it puts them in a position to become a developer, trying to establish driveway, etc., and that is not her preference. Mrs. Fowler stated she has a pending contract for retail restaurant on the front portion of the property, but she is somewhat at a loss for understanding of what is expected of her.

Mayor Newton opened the public hearing at 9:21 p.m.

Kathy Hadley, 204 N. Timberline, spoke in opposition to this item, expressing concern for the houses behind the development and a storage facility being an entrance to the City.

Lynnette Stanley, 1101 Lavaca Trail, spoke in opposition to this item with concerns for flooding to her property and plants.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 931 p.m.

Mayor Newton provided a recap of the discussion and noted drainage is a large concern. He explained to Mr. Jones approval would require a super majority and he believes this item will not make it.

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 North Timberline, spoke regarding signage for the Farmer's Market, stated it is the job of the City Manager and City Council to preserve Colleyville, and she appreciates their work and that of City staff. Mrs. Hadley welcomed Police Chief Miller and asked him to provide officers with PTSD training, suggested the City sponsor activities for teen, and stressed the need to keep Colleyville unique.

Ann Kelley, 400 Briarcliff Court, spoke regarding she and husband Rolland being 40-year residents of the City and is concerned because she received a political call from Mayor Newton on her cell phone and cannot find out how the City obtained her cell phone number. Mrs. Kelley stated Mayor Newton left her a voice mail regarding her questions, but she asked him to put it in an email, and he has not. Mrs. Kelley noted she wanted the information emailed, so she may pass the information along to a list of others who have the same question.

Kathleen Hennessey, 5013 Stonebrige Drive, spoke regarding draining in the City and thanked Mayor Pro Tem Lindamood and City Manager Ducay for their assistance.

## **8. REPORTS**

Monthly Financial Report - February 2018

Chief Financial Officer Shereen Gendy presented this item and answered questions of the City Council.

## **9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR MARCH 20, 2018 - READING AND PUBLIC HEARING - RESOLUTION R-18-4247**

This resolution was not needed.

**10. ADJOURNMENT**

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 9:56 p.m.

*APPROVED BY A VOTE OF \_ AYES, \_ NAYS, AND \_ ABSTENTIONS ON THIS THE 3<sup>RD</sup> DAY OF APRIL 2018.*

*Minutes taken and prepared by:*

*Christine Loven, TRMC  
City Secretary*





# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 4b

**Agenda Date** 04/03/2018

**Number** Resolution R-18-4249

**Type** Resolution

**Department** Fire

## **Title**

Approval to replace the front two overhead doors at Fire Station #3, located at 312 McDonwell School Road, with four-fold doors, in an amount not to exceed \$94,097 and authorizing the city manager to execute the agreement

## **Strategic Plan**

- 2.1 Provide responsive, efficient city services
- 2.4 Demonstrate stewardship of public resources
- 3.4 Thoroughly plan for future capital investments and associated costs

## **Explanation**

### ***Reading and Public Hearing***

Following City Council direction to move forward with replacing the overhead doors at Fire Station #3, public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on March 11 and March 18, 2018. The notice to bidders and bid packet was posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk.

Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. Two general contractors and 11 plan rooms downloaded the bid packet.

The City received one sealed bid, which was opened and publicly read aloud on March 26, 2018. The bidder, I.S. Construction Group, LLC, is the contractor who installed the doors at Fire Station #1.

This item seeks approval to enter into an agreement with I. S. Construction Group, LLC, for the replacement of the front two overhead doors at Fire Station #3, with four-fold doors, in an amount not to exceed \$94,097, and authorization for the city manager to execute the agreement.

## **Financial Impact**

Funds in the amount of \$94,097.00 are available in the Capital Projects Fund.

## **Recommendation**

Approve

**Attachments**

1. Notice to Bidders
2. Fire Station #3 Specifications and Contract Documents
3. Project Summary Fire Station #3 Four-Fold Garage Doors
4. I.S. Construction Group, LLC Bid Proposal 2018

## NOTICE TO BIDDERS

Sealed Bids addressed to the CITY OF COLLEYVILLE, will be received at the office of Public Works, located at 100 Main Street, second floor, Colleyville, Texas 76034, until **1:00 p.m. on Monday, March 26, 2018** for the furnishing of all plans, labor, materials, and equipment and the performing of all work required in the construction of the following project:

### **FIRE STATION # 3 OVERHEAD GARAGE DOOR REPLACEMENT FOUR-FOLD DOORS**

and other improvements incidental thereto, at which time and place the bids will be publicly opened and read aloud. ***(NO LATE BIDS WILL BE ACCEPTED)***.

Plans, Specifications and Contract Documents may be examined without charge at the City of Colleyville Public Works Engineering Office, 100 Main Street, Colleyville, Texas 76034. Copies (.pdf's) of such instruments may be obtained from the following website: <http://www.civcastusa.com>. This website will be updated with addenda, plan holder lists, bid tabulations, additional reports or other information relevant to bidding the Project.

Chapter 176 of the Texas Local Government Code requires that any Bidder or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the Bidder or person's affiliation or business relationship that might cause a Conflict of Interest. The CIQ form shall be submitted with the Bidder's completed Bid Packet. Failure to submit any form under this Section shall result in the Bid being considered non-responsive.

**Questions:** There will be **no pre-bid conference** and bidders should submit all inquiries and/or questions concerning this project to the person named below. Questions that result in changes to the specifications will be answered in writing and copies distributed to bidders of record in the form of an addendum.

Name: **BRIAN J. RILEY, FIRE CHIEF**  
**CITY OF COLLEYVILLE FIRE DEPARTMENT**  
Address: **5209 COLLEYVILLE BLVD.**  
City, State, ZIP: **COLLEYVILLE, TX 76034**  
Telephone: **817.503.1410**  
Email: **[briley@colleyville.com](mailto:briley@colleyville.com)**

The City reserves the right to reject or accept any or all bids or to enter into negotiations with any bidder. The City reserves the right to waive any alleged breach of technicality.

#### **ADVERTISEMENT DATES:**

March 11, 2018

March 18, 2018

**SPECIFICATIONS AND  
CONTRACT DOCUMENTS FOR**

**FIRE STATION # 3  
OVERHEAD GARAGE DOOR REPLACEMENT  
FOUR-FOLD DOORS**



**FOR  
City of Colleyville  
100 Main Street  
Colleyville, Texas 76034  
817-503-1090**



**Date: February 12, 2018**

**CITY OF COLLEYVILLE**

**FIRE STATION # 3  
OVERHEAD GARAGE DOOR  
REPLACEMENT  
FOUR-FOLD DOORS**

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# **I. NOTICE TO BIDDERS GENERAL CONDITIONS**

## **NOTICE TO BIDDERS**

1.1 Sealed Bids addressed to the CITY OF COLLEYVILLE, will be received at the office of Public Works, located at 100 Main Street, second floor, Colleyville, Texas 76034, until **1:00 p.m. on Monday, March 26, 2018** for the furnishing of all plans, labor, materials, and equipment and the performing of all work required in the construction of the following project:

### **FIRE STATION # 3 OVERHEAD GARAGE DOOR REPLACEMENTS (TWO) WITH DOOR ENGINEERING FOUR-FOLD DOORS (TWO)**

and other improvements incidental thereto, at which time and place the bids will be publicly opened and read aloud. ***(NO LATE BIDS WILL BE ACCEPTED)*** Bids shall be submitted in sealed envelopes upon the blank form furnished herewith. Sealed envelopes shall be marked **"A BID FOR FIRE STATION # 3 OVERHEAD GARAGE DOOR REPLACEMENT. DO NOT OPEN UNTIL 1:00 P.M., MONDAY, MARCH 26, 2018."**

1.2 Bidders must submit, with their bids, a cashier's or certified check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to CITY OF COLLEYVILLE, TEXAS, or a Bid Bond in the same amount from an approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within (10) days after award of contract to their company.

1.3 The successful Bidder must furnish Performance, Payment and Maintenance Bonds each in the amount of one hundred percent (100%) of the contract price from an approved Surety Company. (An approved Surety Company being a company holding a permit from the State of Texas, to act as Surety, and being acceptable according to the latest list of companies holding certificates of approval from the State Board of Insurance under 7.19-1 of the Texas Insurance Code.) The successful Bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

1.4 All unit prices must be stated in both script and figures. The City reserves the right to reject any and all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bid, the City reserves the right to consider and adopt the most advantageous construction thereof, or to reject any or all bids. Unreasonable or unbalanced unit prices will be considered sufficient cause for rejection of any bid or bids. In case of a discrepancy between the product number and description, the description takes precedence. No bid may be withdrawn within forty-five (45) days after date on which bids are opened. Oral, written, emailed or telecopied modifications to bids will not be considered. Modifying or qualifying statements of any kind shall be on a separate sheet and submitted in the same envelope with the bid. Only original signatures will be accepted. Electronic signatures will not be accepted.

1.5 In case of a difference in written words and figures on the proposal form, the amount in written words shall govern. Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and such rules and regulations will be deemed to be included in the contract as though said rules and regulations were written out in full in said contract.

1.6 Bidders are expected to inspect the site(s) of the work and to inform themselves regarding local conditions under which the work is to be performed. The successful bidder must provide proof that he has performed work of similar nature and dollar amount within the past three (3) years. Attention is called to the provisions of the Act of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified.

1.7 Prevailing wage rates will be established by City of Colleyville for this project. All Bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990, as amended.

1.8 Plans, Specifications and Contract Documents may be examined without charge at the City of Colleyville Public Works Engineering Office, 100 Main Street, Colleyville, Texas 76034. Copies of such instruments may be obtained from the following website: <http://www.civcastusa.com>. This website will be updated with addenda, plan holder lists, bid tabulations, additional reports or other information relevant to bidding the Project. Official plan holders list will only be the list maintained by The City. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted on the Civcast USA website.

1.9 Chapter 176 of the Texas Local Government Code requires that any Bidder or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the Bidder or person's affiliation or business relationship that might cause a Conflict of Interest. The CIQ form shall be submitted with the Bidder's completed Bid Packet. Failure to submit any form under this Section shall result in the Bid being considering non-responsive.

1.10 There will be **no pre-bid conference** and bidders should submit all inquiries and/or questions concerning this project to the person named below. Questions that result in changes to



the specifications will be answered in writing and copies distributed to bidders of record in the form of an addendum.

Name: **BRIAN J. RILEY, FIRE CHIEF**  
**CITY OF COLLEYVILLE FIRE DEPARTMENT**  
Address: **5209 COLLEYVILLE BLVD.**  
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Telephone: **817.503.1410**  
Email: [\*\*briley@colleyville.com\*\*](mailto:briley@colleyville.com)

1.11 Any addenda issued during the time allowed for the preparation of bids shall be covered in the bid and, in executing the contract, they shall become a part thereof. Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under the bid that appear in said addenda, provided said addendum was sent by either U. S. Mail to the address furnished by the Bidder for transmittal of U. S. Mail or by telephone facsimile transmission.

1.12 The City reserves the right to reject or accept any or all bids or to enter into negotiations with any bidder. The City reserves the right to waive any alleged breach of technicality.

### **GENERAL CONDITIONS OF THE BID**

2.1 These general terms and conditions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the Bidder shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of any portion of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the same contract. The City reserves the right to terminate the contract immediately in the event the Bidder fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting Bidder.

2.5 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Bidder in fulfilling its obligation under the Construction Agreement to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Bidder's obligation to defend City or as a waiver of Bidder's obligation to indemnify City pursuant to this contract. Bidder shall retain



City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Bidder fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Bidder shall be liable for all costs incurred by City.

2.6 The successful bidder and the City of Colleyville agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.7 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The Bidder hereby affirms that no such conflict presently exists and that it has completed and submitted the required Conflicts of Interest disclosure forms.

2.8 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Bidder shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.9 The City reserves the right to audit the records and performance of Bidder during the term of the contract and for three years thereafter.

2.10 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives and accepts the goods and/or services in accordance with the contract.

2.11 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Colleyville is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.12 The City of Colleyville is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.13 Bidders shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the Bidder fails to complete project as promised. Work shall be scheduled between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.14 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request, and must pick up the product after the evaluation. Failure to provide an evaluation product within the three day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg/Pt No. section of the bid form will be considered as

bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.15 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.16 Response to specification is primary in determining the lowest responsible bid.

2.17 The City of Colleyville reserves the right to award a Bidder's bid as an "alternate award". The alternate Bidder's bid shall remain in effect for the term of the awarded contract, should the primary Bidder become unable or unwilling to complete the contract term. The alternate Bidder will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.18 The City of Colleyville reserves the right to award a separate contract to separate Bidders for each item/group or to award one contract for the entire bid.

2.19 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.20 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.21 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.22 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.23 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.24 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Bidder and the City shall be decisive.

2.25 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.

2.26 The Bidder shall purchase and maintain in force the following kinds of insurance for operations under the Construction Agreement as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work.

2.27 Workers' Compensation Coverage – The Bidder shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified.

2.28 Nothing in this bid shall release the Bidder from compliance with any State Wage Law that may be applicable. The Bidder shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.28.1 Except for work on legal holidays, the “general prevailing rate of per diem wage” for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.28.2 For legal holidays, the “general prevailing rate of per diem wage” for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.28.3 The “general prevailing rate for overtime work” for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.29 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits must be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency must include the following provision in issuing grant announcements or requesting applications.

2.29.1 Section 1606 of the Recovery Act requires that all laborers and mechanics employed by Bidders and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.29.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5 to implement the Davis Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)”

2.30 Buy American Act See <http://www.whitehouse.gov/> for revisions, amendments, and more information. Sec 1605. Use of American iron, steel, and manufactured goods.

- A. None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- B. Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
  - a. Applying Subsection (A) would be inconsistent with the public interest;
  - b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
  - c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- C. If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- D. This section shall be applied in a manner consistent with United States Obligations under International Agreements.

**2.31 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE".**

The award to the successful bidder will be determined by best value to the City of Colleyville as allowed by Chapter 252 of the Local Government Code.

The following criteria will be considered when selecting a Bidder:

- The total project price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs; • the bidder's past business relationship with the City.

-End General Conditions of the Contract-



## BIDDER PROPOSAL & ACKNOWLEDGMENT

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract.

Enclosed with this proposal is a Certified Check for \_\_\_\_\_ dollars (\$\_\_\_\_) or a Proposal Bond in the amount of five (5%) percent of the total bid, which it is agreed shall be collected and retained by the City as liquidated damages (for delay and additional work caused thereby) in the event that this Proposal is accepted by the City within ninety (90) days after the bids are received and the undersigned fails to execute the contract and required bonds for the City within ten (10) days after the Proposal is accepted and the Contract awarded by the City. Otherwise, said check or bond shall be returned to the undersigned upon request.

COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Tarrant County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Colleyville and the Bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Colleyville shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Bidders bidding products other than those specified should submit technical specification literature with bids.

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

Signed: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

SEAL (If Corporation)

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No.1 Date Received: By: \_\_\_\_\_

Addendum No. 2 Date Received: By: \_\_\_\_\_

Addendum No. 3 Date Received: By: \_\_\_\_\_

## **II. PROPOSAL AND UNIT PRICE BID FORM**

### **PROPOSAL RESPONSE AND UNIT PRICE BID FORM**

TO: CITY OF COLLEYVILLE  
Fire Administration-Central Station  
5209 Colleyville Blvd  
Colleyville, Texas 76034

### **FOR: FIRE STATION #3 OVERHEAD GARAGE DOOR REPLACEMENT**

#### **GENERAL INFORMATION REGARDING BIDDER PROPOSALS**

Pursuant to the foregoing "Notice to Bidders" and "General Conditions of the Contract", the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Specifications and Contract Documents and binds itself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the prices contained herein. Bidder information submitted in the following forms and the Bidder's Response will be used solely for the purpose of choosing a bidder. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the Bidder's Proposal Response and/or the forms contained herein, and no direct compensation will be made for any other work. Material on hand will not be paid until all work is completed.

#### **BIDDER UNIT PRICE FORM ACKNOWLEDGMENT**

By signing below the undersigned Bidder hereby certifies that all of the following quantities, prices and/or values are accurate and based upon Bidder's careful review and consideration of all work to be performed for the project. Acknowledged and Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Bidder/Company Name

Date: \_\_\_\_\_

[illegible][illegible]

| OPTIONAL ITEMS/SERVICES |  |  |    |    |
|-------------------------|--|--|----|----|
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| MISCELLANEOUS           |  |  |    |    |
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**Project Total (REQUIRED)** \$\_\_\_\_\_

**ADDITIONAL NOTES/PRICING INFORMATION (Optional):**

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**NOTE:** If Bidder does not use the foregoing unit price form Bidder must indicate this in the additional notes section above and provide a reference to where the relevant pricing information is contained in the Bidder's response. **REGARDLESS** of whether Bidder uses this unit price form **Bidder is required to write-in the total project cost on this page.**



### **III. CONTRACTOR AGREEMENT**

#### **CONTRACTOR SERVICES AGREEMENT Fire Station #3 Garage Door Replacement**

This **CONTRACTOR SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between \_\_\_\_\_, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

#### **RECITALS**

**WHEREAS**, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services and

**WHEREAS**, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

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

#### **Section 1.     Scope of Services**

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY professional on-call concrete construction, maintenance and/or repair services pursuant to the CITY'S annual miscellaneous concrete repair program ("the Project"), such services being more fully described herein and pursuant to the specifications provided in the Contract Documents.

#### **Section 2.     Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and end upon completion of the Project and CITY'S final acceptance of CONTRACTOR's services, unless sooner terminated as provided in Section 9, below.

#### **Section 3.     Contract Documents**

- A. This Agreement is a part of the Contract Documents, which include:
- 1) This Agreement, including all exhibits and addenda hereto;
  - 2) CITY'S Specifications and Contract Documents for the Project ("Bid Packet");
  - 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
  - 4) Properly authorized change orders;
  - 5) The CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
  - 6) Any other materials distributed by the City that relate to the Project.

#### **Section 4. Contractor Obligations**

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

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

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

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

#### **Section 5. Payment**

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR. The total not-to-exceed amount for CONTRACTOR's services under this Agreement is \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000.00). Payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors

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

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY's premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

## **Section 6. Responsibilities**

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

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

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

## **Section 7. Time for Performance**

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

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

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

D. The Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), CITY may withhold permanently from the CONTRACTOR's total compensation an amount equal to \$500.00 per day.

E. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, written ten (10) days after service of such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or

- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

## **Section 8.      Ownership of Project; Bill of Sale**

- A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
- B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of acceptance of the Project by CITY.

## **Section 9.      Termination**

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

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

## **Section 10.    Insurance**

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of



CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B.. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

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

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

#### **Section 11. Indemnification.**

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

**Section 12. Assignment**

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

**Section 13. Applicable Laws**

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

**Section 14. Default of CONTRACTOR**

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

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

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

**Section 15. Adjustments in Services**

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

**Section 16. Execution Becomes Effective**

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

**Section 17. Agreement Amendments**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

**Section 18.     Severability.**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Section 19.     Independent Contractor.**

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

**Section 20.     Right-Of-Access.**

CITY will obtain and/or furnish right-of-access on any project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. CONTRACTOR will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

**Section 21.     Notice.**

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

If to CITY:

City Manager  
City of Colleyville  
100 Main Street  
Colleyville, Texas 76034

With copy to:

Whitt L. Wyatt  
City Attorney  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 North Akard, Suite 1800  
Dallas, Texas 75201

If to CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 22.     Counterparts.**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 23.     Exhibits.**

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

**Section 24.     Survival of Obligations.**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

**Section 25.     Sales and Use Taxes**

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

(Signature page to follow)

AGREED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF COLLEYVILLE, TEXAS

By: \_\_\_\_\_  
Jerry Ducay, City Manager

ATTEST:

\_\_\_\_\_  
Christine Loven, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_ Whitt  
L. Wyatt City Attorney  
(WLW:2.7.2018:95408)

AGREED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A  
PERFORMANCE BOND**

**THE STATE OF TEXAS** §

§

**THE COUNTY OF TARRANT** §

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE,** \_\_\_\_\_, as Principal, ("Contractor") and the other subscriber hereto \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Colleyville, Texas ("City"), in the sum of \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_) Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain Contractor Agreement ("Contract") for the Fire Station #3 Garage Door project within the City of Colleyville, Texas, dated the \_\_\_\_ day of \_\_\_\_\_, 2018 regarding certain construction, maintenance and repair work to be performed in Colleyville, Texas (the "Project" or "Work"); said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** if the said Contractor shall faithfully and strictly perform its Work pursuant to the Agreement's terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered Contractor's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of the Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that City shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for City's benefit, and City shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless City from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the

Contract. In the event that City shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to City the actual amounts of attorneys' fees incurred by City in connection with such suit.

This bond and all obligations created hereunder shall be performable in Tarrant County, Texas.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day \_\_\_\_\_ of \_\_\_\_\_, 2018.

Principal \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B  
PAYMENT BOND**

**THE STATE OF TEXAS**

§

§

**THE COUNTY OF TARRANT**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE,** \_\_\_\_\_, as Contractor, hereinafter called "Principal" and the other subscriber hereto \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of Colleyville, Texas, a Texas home-rule municipality, in the sum of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain Contractor Agreement ("Contract") for the Fire Station #3 Garage Door project within the City of Colleyville, Texas, dated the \_\_\_\_ day of \_\_\_\_\_, 2018 regarding certain construction, maintenance and repair work to be performed in Colleyville, Texas (the "Project"); said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** the condition of this obligation is such, that the Bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform, all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

[Signature page to follow]

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THE STATE OF TEXAS** §  
§  
**THE COUNTY OF TARRANT** §

THAT \_\_\_\_\_, whose address is \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, whose address is \_\_\_\_\_, a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto City of Colleyville, Texas, hereinafter called CITY, the sum of (\$) \_\_\_\_\_ which is one hundred per cent (100%) of said contract amount in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Colleyville, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

WHEREAS, said Contract was entered into pursuant to the requirements of the CITY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the CITY and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an extent as the CITY deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the CITY, said CONTRACTOR binds itself, upon receiving notice from the CITY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the CITY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.



WHEREAS, under the Contract Documents it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the CITY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation, and said CONTRACTOR AND SURETIES hereon shall be subject to the liquidated damages mentioned in said contract.

NOW THEREFORE, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner - affected from any cause during said time.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Tarrant County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Bond complies with the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in City of Colleyville to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of TEXAS.

[Signature page to follow]

## **IV. SPECIFICATIONS**

### **F-SERIES: FF300 SPECIFICATIONS Four-Fold Door Systems**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. All drawings, general conditions and provisions of the Contract Documents apply to these Specifications.

##### **1.2 SUMMARY**

- A. This Section includes two Four-Fold metal doors with surface mounted tube frames.
- B. Operation of Four-Fold metal doors includes overhead mounted electromechanical operators.

##### **1.3 SUBMITTALS**

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified consisting of manufacturer's technical Product Data and installation instructions for each type of door required, including data substantiating that products comply with requirements.
- C. Submittal Drawings showing fabrication and installation of Four-Fold metal doors including plans, elevations, sections, details of components, hardware, operating mechanism, and attachments to the other units of Work. Include wiring diagrams for coordination with electrical trade.
- D. Reference list including (5) successful installations of this type of door within the past two (2) years.

##### **1.4 QUALITY ASSURANCE**

- A. Doors shall be designed to withstand external or internal horizontal wind loads of 20 pounds minimum per square foot. The maximum allowable deflection shall not exceed 1/120 of the span. Fiber stresses in main members shall be limited to 27,000 pounds per square inch. Steel frames shall be designed in accordance with the AISC "Steel Construction Manual".
- B. Door manufacturer shall have at least 10 years experience in manufacturing door type specified for emergency vehicle applications.

##### **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Store delivered materials and equipment in dry locations with adequate ventilation, free from dust and water, and so as to permit access for inspection and handling.
- B. Handle materials carefully to prevent damage.

## 1.6 WARRANTY

- A. The door manufacturer shall provide a written standard limited warranty for material and workmanship.

## **PART 2 - PRODUCTS**

### 2.1 MANUFACTURERS

- A. Manufacturers: Four-Fold industrial metal doors manufactured by Door Engineering and Manufacturing, 400 Cherry Street, Kasota, MN 56050, (800)959-1352 or equal products by other manufacturers approved in advance.

### 2.2 MATERIALS

- A. Steel Tube: ASTM A513 and ASTM A500/A500M
- B. Steel Sheets: Steel sheets of commercial quality, complying with ASTM A1011/A1011M hot-rolled steel sheet.
- C. Hardware: Manufacturer's standard components.
- D. Fasteners: Zinc-coated steel.

### 2.3 FOUR-FOLD DOORS

- A. Construction: Door framing shall be minimum 11-gauge structural steel tube with 14-gauge steel sheet on the exterior and interior faces. Sheetting shall be formed on the vertical edges with no visible welds on the interior or exterior panel faces. All frames and framing members shall be true to dimension and square in all directions, and no door shall be bowed, warped, or out of line, in the vertical or horizontal plane of the door opening by more than 1/8 inch in 20 feet. Exposed welds and welds which interfere with the installation of various parts shall be ground smooth and flush.
- B. Surface Mounted Tube Frame: Supply pre-hung tube frame system constructed of minimum TS6x4x0.25, designed to anchor to masonry wall construction or weld to steel structure. All hinges, track supports and operator supports shall be factory attached.
- C. Factory finish: Door Panels and Tube Frames shall be finished with manufacturer's standard PPG Spectracron epoxy primer and polyurethane top coat. Customer to select from Manufacturer's standard color chart or furnish sample to match.

- a. Operator and operating hardware shall be powder-coated manufacturer's standard gray.
- D. Hardware: Hardware shall include guide tracks and brackets, trolleys, center guides, not less than three pairs of jamb and fold hinges per opening, and all bolts, nuts, fasteners, etc. necessary for complete installation and operation.
- E. Hinges: Jamb hinges shall be dual shear and have two thrust bearings and two needle bearings. Fold hinges shall be stainless steel and be dual shear with two thrust bearings. All bearings shall be completely concealed within the hinge barrel and include grease zerks. All hinge pins shall be minimum 3/4" diameter hardened steel.
- F. Weatherstripping: Material shall be adjustable and readily replaceable and provide a substantially weather-tight installation. Weatherstripping at center shall be 1/16" cloth inserted neoprene and include no exposed fasteners on the exterior face of the panel. Weatherstripping at sill shall include two 1/16" cloth inserted neoprene sweeps with an aluminum retainer. The retainer shall be attached to the door with adhesive.
- G. Perimeter Weatherstripping: Provide jamb and head weatherstripping of 1/16" cloth-inserted neoprene bulb (or closed cell neoprene).
- H. Vision Panels: Provide 1" insulated vision panels of the size, shape and location as noted on the drawings.

## 2.4 OPERATOR

- A. Each Four-Fold door shall be operated by an overhead mounted electromechanical drive unit designed for high cycle operation. Operator consists of an electric motor, gear reducer, and rotating drive arm. The door shall be operated with connecting rods attached to the rotating drive arm on the operator and to control arms attached to the jamb door section and to the door lintel. The connecting rods shall be positive drive, keeping the door under firm control at all times. The connecting rods shall be fitted with spherical bearings and control arms shall be equipped with oil impregnated bronze bearings on polished shafts.
- B. Operator shall be instantly reversible, open and close rapidly and start and stop gradually. Operator shall be adjustable to allow door to fully clear the opening. Operator shall automatically lock the door in the closed position. Operator shall be equipped with disengaging mechanism to convert to free wheeling mode for manual operation.
- C. Electric motor shall be of sufficient size to operate doors under normal operating conditions at no more than 75 percent of rated capacity. The motor shall be wound for three phase 208/230/480 VAC, 60 Hertz operation.
- D. Electric Controls: Controls shall be furnished by the door manufacturer and shall be complete for each door, and built in accordance with the latest NEMA standards. Incoming electrical shall be: 120VAC single phase.
  - 1. Controls shall include a programmable logic controller with digital message display or LED indicators. Controller shall include programmable close timers and programmable inputs/outputs.

2. Motor starters shall be magnetic reversing, factory wired with overload and under voltage protection, and equipped with mechanical interlocks. All control components shall be enclosed in one enclosure with a wiring diagram placed on the inside of the cover.
3. If incoming voltage is single phase, control panel shall include a variable frequency drive to convert voltage to 3-phase for the motor
4. Enclosures shall be NEMA 4 with disconnect switch.
5. Pushbuttons (interior) for each door shall have one (1) momentary pressure three-button push-button station marked "OPEN", "CLOSE" and "STOP". Push button enclosure shall be NEMA 4.
6. Limit switches shall be provided to stop the travel of the door in its fully open or fully closed position.
7. Safety edges: Provide electric safety edges on leading edge of all doors to reverse door upon contact with obstruction.
8. Photo eyes: Provide (1) exterior, jamb mounted, thru-beam type photo eyes, NEMA 4 rated. Timer to close shall be activated by the photo eye.
9. Overhead presence sensor.
10. Wiring: Door manufacturer shall supply controls and components only. Electrical contractor shall install controls and furnish and install conduits and wiring for jobsite power and control wiring.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Install Four-Fold metal doors in strict accordance with the approved drawings by qualified door erection crews. All door openings shall be completely prepared by the general contractor prior to the installation of the doors. Permanent or temporary electric wiring shall be brought to the door opening before installation is started and shall be completed so as not to delay the inspection test.
- B. Doors shall be set plumb, level, and square, and with all parts properly fastened and mounted. All moving parts shall be tested and adjusted and left in good operating condition.

#### **3.2 ADJUSTING AND CLEANING**

- A. Inspection of the doors and a complete operating test will be made by the installer in the presence of the general contractor or architect as soon as the erection is complete. Any defects noted shall be corrected. After door approval in the above test, the general contractor must assume the responsibility for any damage or rough handling of the doors during construction until the building is turned over to the owner and final inspection is made.
- B. Clean surfaces and repaint abraded or damaged finished surfaces to match factory-applied finish.



**PART 4 – SUPPLEMENTAL WORK REQUIRED FOR THE PROJECT (OPTIONAL)**

(City desires to have one Bidder who can perform the entire project to include the following supplemental work; however, Bidder's without the capability of performing the following supplemental work may omit this work from their Bidder Response by clearly stating in the Response documents that this work is intentionally omitted.)

4.1      **ADDITIONAL INSPECTION & LABOR SERVICES**

- A. Bidders will include the costs to rearrange components of the fire sprinkler valves (as necessary) to make room for the new four-fold doors to be installed.
- B. Bidders will also include the costs to ensure the front apparatus bay walls are engineered and constructed to fully reinforce the weight of the front apparatus bay walls.

-End of Specifications-

Fire Station #3 Overhead Garage Door Replacement Four-Fold Doors

Project Summary

---

|                    |                                                                  |
|--------------------|------------------------------------------------------------------|
| Title:             | Fire Station #3 Overhead Garage Door Replacement Four-Fold Doors |
| Status:            | Public                                                           |
| Visible:           | Yes                                                              |
| Currently Bidding: | No - Bid Date was 3/26/2018 1:00:00 PM CDT                       |
| Payment:           | Paid on 3/06/2018 13:22:44 PM                                    |

## Project Details

| DETAILS   |                                                |
|-----------|------------------------------------------------|
| ID:       | Fire 2018-001                                  |
| Estimate: |                                                |
| Type:     | Replace Overhead Garage Door (Four-Fold Doors) |
| Owner:    | City of Colleyville                            |

| LOCATION    |         |
|-------------|---------|
| County:     | Tarrant |
| State:      | TX      |
| Map Code:   |         |
| Google Map: |         |

| SCOPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>The project will entail removal of the two front overhead apparatus bay doors and installing two Four-Fold apparatus bay doors in their place. Some electrical wiring work will be required as well as the rearranging of components of the of the fire sprinkler valves to make room for the doors. In addition, bidders will also include the cost to ensure that the front bay walls are engineered and constructed to fully reinforce the weight of the of the front apparatus bay walls.</p> <p>There will be no pre-bid conference. Bidders should submit all inquiries to:<br/>           Brian J. Riley, Fire ChiefCity of Colleyville Fire Department5209 Colleyville Blvd.Colleyville, Texas, 76034817-503-1410briley@colleyville.com</p> |  |

| PRE-BID DETAILS |  |
|-----------------|--|
| Date:           |  |
| Time:           |  |
| Location:       |  |
| Notes:          |  |

| BID DETAILS |                                                                           |
|-------------|---------------------------------------------------------------------------|
| Date:       | 3/26/2018                                                                 |
| Time:       | 1:00:00 PM                                                                |
| Location:   | 100 Main Street, 2nd Floor City Hall, Public Works, Colleyville, TX 76034 |
| Notes:      |                                                                           |

| CONTACT ADDRESS                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| City of Colleyville<br>100 Main Street<br><br>Colleyville, Texas 76034<br><a href="https://colleyville.com/">https://colleyville.com/</a> |

| CONTACT INFO |                        |
|--------------|------------------------|
| Contact:     | Brian J. Riley         |
| Phone:       | 817-503-1410           |
| Fax:         |                        |
| Email:       | briley@colleyville.com |

| BID PACKAGE NOTES |
|-------------------|
|                   |

| ADDITIONAL NOTES |
|------------------|
|                  |

Fire Station #3 Overhead Garage Door Replacement Four-Fold Doors

Plan Holders

| Company                            | Company Type       | Contact            | Phone/Fax                          | Action         | Email                                     |
|------------------------------------|--------------------|--------------------|------------------------------------|----------------|-------------------------------------------|
| ICON Diversified, LLC              | General Contractor | Julie Ingram       | p: 817-913-2644<br>f: 888-304-4266 | Download Plans | julie.ingram@icondiversified.com          |
| Jericho Inc                        | General Contractor | Henry Williams     | p: 6198541354<br>f:                | Download Plans | frankadvancedstarlight@gmail.com          |
| I.S. Construction Group, LLC       | General Contractor | Gene Hubble        | p: 817-457-7150<br>f: 817-457-7180 | Download Plans | ghubble@innoser.com                       |
| North America Procurement Council  | Other              | Lyra de Asis       | p: 970-712-5663<br>f:              | Download Plans | lyra @napc.me                             |
| ConstructConnect                   | Plan Room          | Dawnetra Blackwell | p: 800-364-2059<br>f: 866-570-8187 | Download Plans | content@constructconnect.com              |
| Construction Market Data Group LLC | Plan Room          | Angela Fricke      | p: 770-209-3379<br>f: 678 680-1743 | Download Plans | content@constructconnect.com              |
| Virtual Builders Exchange          | Plan Room          | Breanna Clark      | p: 832-613-0201<br>f: 832-613-0344 | Download Plans | breanna@virtualbx.com                     |
| IMS                                | Plan Room          | Janice Wagner      | p: 858-490-5040<br>f:              | Download Plans | jwagner@imsinfo.com                       |
| The Blue Book                      | Plan Room          | Megan Locascio     | p: 800-431-2584<br>f:              | Download Plans | mlocascio@thebluebook.com                 |
| City of Colleyville                | Owner              | Petite Kirkendoll  | p: 817-503-1090<br>f:              | Download Plans | pkirkendoll@colleyville.com               |
| Dodge Data & Analytics             | Owner              | Phuong Nguyen      | p: 504-273-5138<br>f:              | Download Plans | dodge.digital.operations@construction.com |





**I.S. Construction Group, LLC**

3009 Sandy Lane • Fort Worth, Texas 76112  
817-457-7150 • FAX 817-457-7180

Bid Proposal  
City of Colleyville  
Fire Station #3  
312 West McDonwill School Rd.  
Colleyville, Texas 76034

Bid Due: March 26, 2018 @ 1:00 PM

**SPECIFICATIONS AND  
CONTRACT DOCUMENTS FOR**

**FIRE STATION # 3  
OVERHEAD GARAGE DOOR REPLACEMENT  
FOUR-FOLD DOORS**



**FOR  
City of Colleyville  
100 Main Street  
Colleyville, Texas 76034  
817-503-1090**

**Date: February 12, 2018**

**CITY OF COLLEYVILLE**

**FIRE STATION # 3  
OVERHEAD GARAGE DOOR  
REPLACEMENT  
FOUR-FOLD DOORS**

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**I.**  
**NOTICE TO BIDDERS**  
**GENERAL CONDITIONS**

**NOTICE TO BIDDERS**

1.1 Sealed Bids addressed to the CITY OF COLLEYVILLE, will be received at the office of Public Works, located at 100 Main Street, second floor, Colleyville, Texas 76034, until **1:00 p.m. on Monday, March 26, 2018** for the furnishing of all plans, labor, materials, and equipment and the performing of all work required in the construction of the following project:

**FIRE STATION # 3**  
**OVERHEAD GARAGE DOOR REPLACEMENTS (TWO)**  
**WITH DOOR ENGINEERING FOUR-FOLD DOORS (TWO)**

and other improvements incidental thereto, at which time and place the bids will be publicly opened and read aloud. ***(NO LATE BIDS WILL BE ACCEPTED)*** Bids shall be submitted in sealed envelopes upon the blank form furnished herewith. Sealed envelopes shall be marked **"A BID FOR FIRE STATION # 3 OVERHEAD GARAGE DOOR REPLACEMENT. DO NOT OPEN UNTIL 1:00 P.M., MONDAY, MARCH 26, 2018."**

1.2 Bidders must submit, with their bids, a cashier's or certified check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to CITY OF COLLEYVILLE, TEXAS, or a Bid Bond in the same amount from an approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within (10) days after award of contract to their company.

1.3 The successful Bidder must furnish Performance, Payment and Maintenance Bonds each in the amount of one hundred percent (100%) of the contract price from an approved Surety Company. (An approved Surety Company being a company holding a permit from the State of Texas, to act as Surety, and being acceptable according to the latest list of companies holding certificates of approval from the State Board of Insurance under 7.19-1 of the Texas Insurance Code.) The successful Bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.



1.4 All unit prices must be stated in both script and figures. The City reserves the right to reject any and all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bid, the City reserves the right to consider and adopt the most advantageous construction thereof, or to reject any or all bids. Unreasonable or unbalanced unit prices will be considered sufficient cause for rejection of any bid or bids. In case of a discrepancy between the product number and description, the description takes precedence. No bid may be withdrawn within forty-five (45) days after date on which bids are opened. Oral, written, emailed or telecopied modifications to bids will not be considered. Modifying or qualifying statements of any kind shall be on a separate sheet and submitted in the same envelope with the bid. Only original signatures will be accepted. Electronic signatures will not be accepted.

1.5 In case of a difference in written words and figures on the proposal form, the amount in written words shall govern. Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and such rules and regulations will be deemed to be included in the contract as though said rules and regulations were written out in full in said contract.

1.6 Bidders are expected to inspect the site(s) of the work and to inform themselves regarding local conditions under which the work is to be performed. The successful bidder must provide proof that he has performed work of similar nature and dollar amount within the past three (3) years. Attention is called to the provisions of the Act of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified.

1.7 Prevailing wage rates will be established by City of Colleyville for this project. All Bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990, as amended.

1.8 Plans, Specifications and Contract Documents may be examined without charge at the City of Colleyville Public Works Engineering Office, 100 Main Street, Colleyville, Texas 76034. Copies of such instruments may be obtained from the following website: <http://www.civcastusa.com>. This website will be updated with addenda, plan holder lists, bid tabulations, additional reports or other information relevant to bidding the Project. Official plan holders list will only be the list maintained by The City. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted on the Civcast USA website.

1.9 Chapter 176 of the Texas Local Government Code requires that any Bidder or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the Bidder or person's affiliation or business relationship that might cause a Conflict of Interest. The CIQ form shall be submitted with the Bidder's completed Bid Packet. Failure to submit any form under this Section shall result in the Bid being considering non-responsive.

1.10 There will be no pre-bid conference and bidders should submit all inquiries and/or questions concerning this project to the person named below. Questions that result in changes to



the specifications will be answered in writing and copies distributed to bidders of record in the form of an addendum.

Name: **BRIAN J. RILEY, FIRE CHIEF**  
City of Colleyville Fire Department  
Address: **5209 COLLEYVILLE BLVD.**  
City, State, ZIP: **COLLEYVILLE, TX 76034**  
Telephone: **817.503.1410**  
Email: **briley@colleyville.com**

1.11 Any addenda issued during the time allowed for the preparation of bids shall be covered in the bid and, in executing the contract, they shall become a part thereof. Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under the bid that appear in said addenda, provided said addendum was sent by either U. S. Mail to the address furnished by the Bidder for transmittal of U. S. Mail or by telephone facsimile transmission.

1.12 The City reserves the right to reject or accept any or all bids or to enter into negotiations with any bidder. The City reserves the right to waive any alleged breach of technicality.

#### **GENERAL CONDITIONS OF THE BID**

2.1 These general terms and conditions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the Bidder shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of any portion of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the same contract. The City reserves the right to terminate the contract immediately in the event the Bidder fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting Bidder.

2.5 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Bidder in fulfilling its obligation under the Construction Agreement to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Bidder's obligation to defend City or as a waiver of Bidder's obligation to indemnify City pursuant to this contract. Bidder shall retain



City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Bidder fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Bidder shall be liable for all costs incurred by City.

2.6 The successful bidder and the City of Colleyville agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.7 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The Bidder hereby affirms that no such conflict presently exists and that it has completed and submitted the required Conflicts of Interest disclosure forms.

2.8 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Bidder shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.9 The City reserves the right to audit the records and performance of Bidder during the term of the contract and for three years thereafter.

2.10 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives and accepts the goods and/or services in accordance with the contract.

2.11 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Colleyville is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.12 The City of Colleyville is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.13 Bidders shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the Bidder fails to complete project as promised. Work shall be scheduled between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.14 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request, and must pick up the product after the evaluation. Failure to provide an evaluation product within the three day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg/Pt No. section of the bid form will be considered as

bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.15 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.16 Response to specification is primary in determining the lowest responsible bid.

2.17 The City of Colleyville reserves the right to award a Bidder's bid as an "alternate award". The alternate Bidder's bid shall remain in effect for the term of the awarded contract, should the primary Bidder become unable or unwilling to complete the contract term. The alternate Bidder will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.18 The City of Colleyville reserves the right to award a separate contract to separate Bidders for each item/group or to award one contract for the entire bid.

2.19 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.20 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.21 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.22 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.23 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.24 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Bidder and the City shall be decisive.

2.25 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.



2.26 The Bidder shall purchase and maintain in force the following kinds of insurance for operations under the Construction Agreement as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work.

2.27 Workers' Compensation Coverage – The Bidder shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified.

2.28 Nothing in this bid shall release the Bidder from compliance with any State Wage Law that may be applicable. The Bidder shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.28.1 Except for work on legal holidays, the “general prevailing rate of per diem wage” for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

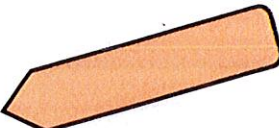
2.28.2 For legal holidays, the “general prevailing rate of per diem wage” for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.28.3 The “general prevailing rate for overtime work” for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.29 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits must be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency must include the following provision in issuing grant announcements or requesting applications.

2.29.1 Section 1606 of the Recovery Act requires that all laborers and mechanics employed by Bidders and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.29.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5 to implement the Davis Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)”



2.30 Buy American Act See <http://www.whitehouse.gov/> for revisions, amendments, and more information. Sec 1605. Use of American iron, steel, and manufactured goods.

- A. None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- B. Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
  - a. Applying Subsection (A) would be inconsistent with the public interest;
  - b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
  - c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- C. If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- D. This section shall be applied in a manner consistent with United States Obligations under International Agreements.

**2.31 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE".**

The award to the successful bidder will be determined by best value to the City of Colleyville as allowed by Chapter 252 of the Local Government Code.

The following criteria will be considered when selecting a Bidder:

- The total project price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs; • the bidder's past business relationship with the City.

-End General Conditions of the Contract-



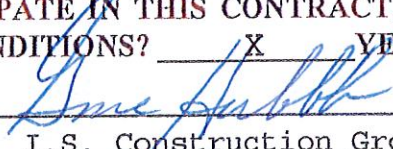
### BIDDER PROPOSAL & ACKNOWLEDGMENT

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract.

Enclosed with this proposal is a Certified Check for \_\_\_\_\_ dollars (\$\_\_\_\_) or a Proposal Bond in the amount of five (5%) percent of the total bid, which it is agreed shall be collected and retained by the City as liquidated damages (for delay and additional work caused thereby) in the event that this Proposal is accepted by the City within ninety (90) days after the bids are received and the undersigned fails to execute the contract and required bonds for the City within ten (10) days after the Proposal is accepted and the Contract awarded by the City. Otherwise, said check or bond shall be returned to the undersigned upon request.

COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Tarrant County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Colleyville and the Bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Colleyville shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Bidders bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?   X   YES        NO

Signed: 

Company: I.S. Construction Group, LLC

Address: 3009 Sandy Lane, Ft. Worth, Texas 76112

SEAL (If Corporation)

Telephone: 817-457-7150

Fax: 817-457-7180

Federal ID Number: 274820609

The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No.1 Date Received: By: None

Addendum No. 2 Date Received: By: \_\_\_\_\_

Addendum No. 3 Date Received: By: \_\_\_\_\_



## II. PROPOSAL AND UNIT PRICE BID FORM

### PROPOSAL RESPONSE AND UNIT PRICE BID FORM

TO: CITY OF COLLEYVILLE  
Fire Administration-Central Station  
5209 Colleyville Blvd  
Colleyville, Texas 76034

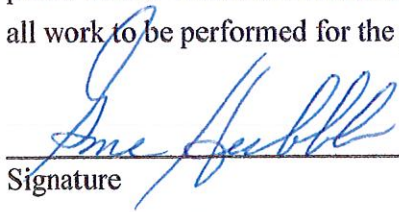
FOR: FIRE STATION #3 OVERHEAD GARAGE DOOR REPLACEMENT

#### GENERAL INFORMATION REGARDING BIDDER PROPOSALS

Pursuant to the foregoing "Notice to Bidders" and "General Conditions of the Contract", the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Specifications and Contract Documents and binds itself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the prices contained herein. Bidder information submitted in the following forms and the Bidder's Response will be used solely for the purpose of choosing a bidder. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the Bidder's Proposal Response and/or the forms contained herein, and no direct compensation will be made for any other work. Material on hand will not be paid until all work is completed.

#### BIDDER UNIT PRICE FORM ACKNOWLEDGMENT

By signing below the undersigned Bidder hereby certifies that all of the following quantities, prices and/or values are accurate and based upon Bidder's careful review and consideration of all work to be performed for the project. Acknowledged and Submitted by:

  
\_\_\_\_\_  
Signature

Gene Hubble  
\_\_\_\_\_  
Name

I.S. Construction Group, LLC  
\_\_\_\_\_  
Bidder/Company Name

Date: March 26, 2018

UNIT PRICE FORM (OPTIONAL)

| Item Quantity |        | Description & Price in Words                                                                                                                         | Prices in Figures |              |
|---------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|
| No.           | & Unit |                                                                                                                                                      | Unit Price        | TOTAL        |
| 1.            | 1.     | Furnish & install 3 4-Fold doors Model FF300 w/ photo eyes, safety edge, pre-sence sensor, transmitter, receiver & surface mounted control stations. | \$81,485.00       | \$ 81,485.00 |
|               |        | Eight-one Thousand Four Hunderd Eighty-five & NO/100 Dollars.                                                                                        | \$                | \$           |
| 2.            | 2.     | Payment and performance bonds. Two Thousand Four Hundred Forty-two & NO/100 Dollars.                                                                 | \$2,442.00        | \$ 2,442.00  |
| 3.            | 3.     | Supervision, General Conditions & Insurance.<br>Six Thousand Two Hundred Eighty-four & NO/100 Dollars.                                               | \$6,284.00        | \$ 6,284.00  |
| 4.            | 4.     | Engineering fees & Fire Sprinkler stand pipe modifications.<br>Three Thousand Eight Hundred Eighty-six & No/100 Dollars.                             | \$3,886.00        | \$ 3,886.00  |
|               |        |                                                                                                                                                      | \$                | \$           |



| OPTIONAL ITEMS/SERVICES |  |  |    |    |
|-------------------------|--|--|----|----|
|                         |  |  | \$ | \$ |
|                         |  |  |    |    |
|                         |  |  |    |    |
|                         |  |  |    |    |
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|                         |  |  |    |    |
|                         |  |  |    |    |
|                         |  |  |    |    |
| MISCELLANEOUS           |  |  |    |    |
|                         |  |  | \$ | \$ |
|                         |  |  |    |    |
|                         |  |  |    |    |
|                         |  |  |    |    |
|                         |  |  |    |    |
|                         |  |  |    |    |
|                         |  |  |    |    |

Project Total (REQUIRED) \$ 94,097.00

ADDITIONAL NOTES/PRICING INFORMATION (Optional):

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NOTE: If Bidder does not use the foregoing unit price form Bidder must indicate this in the additional notes section above and provide a reference to where the relevant pricing information is contained in the Bidder's response. **REGARDLESS** of whether Bidder uses this unit price form Bidder is required to write-in the total project cost on this page.



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

I.S. Construction Group, LLC  
3009 Sandy Lane  
Ft. Worth, TX 76112

### SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.  
6700 Westown Parkway  
West Des Moines, IA 50266-7754

### OWNER:

(Name, legal status and address)

City of Colleyville  
100 Main Street  
Colleyville, TX 76034

### BOND AMOUNT:

\*\*\*Five Percent Of Greatest Amount Bid\*\*\*

( 5% of GAB )

### PROJECT:

(Name, location or address, and Project number, if any)

City of Colleyville, Fire Station #3, Overhead Garage Door Replacement with Four Fold Doors

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

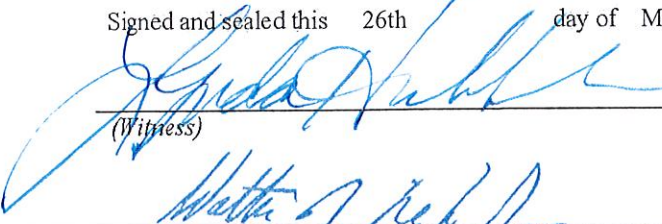
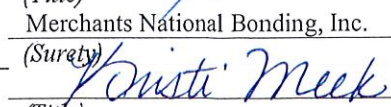
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March 2018 .

|                                                                                                  |                                                                                                                                                                                                                                                                                                                                 |                                          |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <br>(Witness) | I.S. Construction Group, LLC<br>(Principal)<br><br>(Title)<br>Merchants National Bonding, Inc.<br>(Surety)<br><br>(Title) Kristi Meek, Attorney-In-Fact | (Seal)<br><br><br><br><br><br><br>(Seal) |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

**Please send all notices of claim on this bond to:**

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bea Williams; Dawn Davis; Donnie Doan; Kae Perdue; Kristi Meek; LaCrisha Wynne; Ryan Bowles; Sharon Clary; Walter J De La Rosa

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

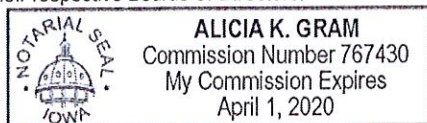


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of March, 2018.



*William Warner Jr.*  
Secretary

### **III. CONTRACTOR AGREEMENT**

#### **CONTRACTOR SERVICES AGREEMENT Fire Station #3 Garage Door Replacement**

This **CONTRACTOR SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between \_\_\_\_\_, hereinafter called "CONTRACTOR", and the City of Colleyville, Texas, hereinafter called "CITY".

#### **RECITALS**

**WHEREAS**, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services and

**WHEREAS**, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

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

#### **Section 1.     Scope of Services**

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY professional on-call concrete construction, maintenance and/or repair services pursuant to the CITY'S annual miscellaneous concrete repair program ("the Project"), such services being more fully described herein and pursuant to the specifications provided in the Contract Documents.

#### **Section 2.     Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and end upon completion of the Project and CITY'S final acceptance of CONTRACTOR's services, unless sooner terminated as provided in Section 9, below.

#### **Section 3.     Contract Documents**

- A. This Agreement is a part of the Contract Documents, which include:
- 1) This Agreement, including all exhibits and addenda hereto;
  - 2) CITY'S Specifications and Contract Documents for the Project ("Bid Packet");
  - 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
  - 4) Properly authorized change orders;
  - 5) The CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
  - 6) Any other materials distributed by the City that relate to the Project.



#### **Section 4. Contractor Obligations**

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

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

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

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

#### **Section 5. Payment**

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR. The total not-to-exceed amount for CONTRACTOR's services under this Agreement is \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000.00). Payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors



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

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY's premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

#### **Section 6.     Responsibilities**

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

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

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

#### **Section 7.     Time for Performance**

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

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

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

D. The Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), CITY may withhold permanently from the CONTRACTOR's total compensation an amount equal to \$500.00 per day.

E. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, written ten (10) days after service of such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or



- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

**Section 8.      Ownership of Project; Bill of Sale**

- A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.
- B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of acceptance of the Project by CITY.

**Section 9.      Termination**

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

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

**Section 10.    Insurance**

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of



CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B.. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

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

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

#### **Section 11. Indemnification.**

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



**Section 12. Assignment**

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

**Section 13. Applicable Laws**

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

**Section 14. Default of CONTRACTOR**

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

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

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

**Section 15. Adjustments in Services**

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

**Section 16. Execution Becomes Effective**

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

**Section 17. Agreement Amendments**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

**Section 18.     Severability.**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Section 19.     Independent Contractor.**

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

**Section 20.     Right-Of-Access.**

CITY will obtain and/or furnish right-of-access on any project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. CONTRACTOR will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

**Section 21.     Notice.**

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

If to CITY:                                 City Manager  
                                                      City of Colleyville  
                                                      100 Main Street  
                                                      Colleyville, Texas 76034

With copy to:                               Whitt L. Wyatt  
                                                      City Attorney  
                                                      Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
                                                      500 North Akard, Suite 1800  
                                                      Dallas, Texas 75201

If to CONTRACTOR:                       \_\_\_\_\_  
                                                      \_\_\_\_\_  
                                                      \_\_\_\_\_  
                                                      \_\_\_\_\_



**Section 22.     Counterparts.**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 23.     Exhibits.**

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

**Section 24.     Survival of Obligations.**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

**Section 25.     Sales and Use Taxes**

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

(Signature page to follow)

AGREED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF COLLEYVILLE, TEXAS

By: \_\_\_\_\_  
Jerry Ducay, City Manager

ATTEST:

\_\_\_\_\_  
Christine Loven, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_ Whitt  
L. Wyatt City Attorney  
(WLW:2.7.2018:95408)

AGREED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
PERFORMANCE BOND**

**THE STATE OF TEXAS**

§

§

**THE COUNTY OF TARRANT**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE,** \_\_\_\_\_, as Principal, ("Contractor") and the other subscriber hereto \_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Colleyville, Texas ("City"), in the sum of \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_) Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain Contractor Agreement ("Contract") for the Fire Station #3 Garage Door project within the City of Colleyville, Texas, dated the \_\_\_\_ day of \_\_\_\_\_, 2018 regarding certain construction, maintenance and repair work to be performed in Colleyville, Texas (the "Project" or "Work"); said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** if the said Contractor shall faithfully and strictly perform its Work pursuant to the Agreement's terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered Contractor's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of the Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that City shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for City's benefit, and City shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement Documents and in the Work to be done thereunder, a provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless City from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the



Contract. In the event that City shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to City the actual amounts of attorneys' fees incurred by City in connection with such suit.

This bond and all obligations created hereunder shall be performable in Tarrant County, Texas.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day \_\_\_\_\_ of \_\_\_\_\_, 2018.

Principal \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT B  
PAYMENT BOND**

**THE STATE OF TEXAS                   §  
                                                 §  
THE COUNTY OF TARRANT           §**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE,** \_\_\_\_\_, as Contractor, hereinafter called "Principal" and the other subscriber hereto \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of Colleyville, Texas, a Texas home-rule municipality, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** Principal has entered into a certain Contractor Agreement ("Contract") for the Fire Station #3 Garage Door project within the City of Colleyville, Texas, dated the \_\_\_\_ day of \_\_\_\_\_, 2018 regarding certain construction, maintenance and repair work to be performed in Colleyville, Texas (the "Project"); said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW THEREFORE,** the condition of this obligation is such, that the Bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform, all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

[Signature page to follow]

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C:  
MAINTENANCE BOND**

**THE STATE OF TEXAS**

§

**THE COUNTY OF TARRANT**

§

§

**KNOW ALL MEN BY THESE PRESENTS:**

THAT \_\_\_\_\_, whose address is \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, whose address is \_\_\_\_\_, a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto City of Colleyville, Texas, hereinafter called CITY, the sum of (\$) \_\_\_\_\_ which is one hundred per cent (100%) of said contract amount in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Colleyville, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

WHEREAS, Principal has entered into a certain Contractor Agreement ("Contract") for the Fire Station #3 Garage Door project within the City of Colleyville, Texas, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018 regarding certain construction, maintenance and repair work to be performed in Colleyville, Texas (the "Project"); said Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the CITY, and

WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction such that all improvements including but not limited to the completed Project will be initially completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the completed work and/or improvements by the CITY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the CITY and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an extent as the CITY deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the CITY, said CONTRACTOR binds itself, upon receiving notice from the CITY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the CITY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.



WHEREAS, under the Contract Documents it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the CITY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation, and said CONTRACTOR AND SURETIES hereon shall be subject to the liquidated damages mentioned in said contract.

NOW THEREFORE, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner - affected from any cause during said time.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Tarrant County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Bond complies with the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in City of Colleyville to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of TEXAS.

[Signature page to follow]



IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be executed by them; and the said \_\_\_\_\_ has caused these presents to be executed by its ATTORNEY-IN-FACT and the said ATTORNEY-IN-FACT has hereunto set his hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of, \_\_\_\_\_ 2018.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## IV. SPECIFICATIONS

### F-SERIES: FF300 SPECIFICATIONS Four-Fold Door Systems

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. All drawings, general conditions and provisions of the Contract Documents apply to these Specifications.

##### 1.2 SUMMARY

- A. This Section includes two Four-Fold metal doors with surface mounted tube frames.
- B. Operation of Four-Fold metal doors includes overhead mounted electromechanical operators.

##### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified consisting of manufacturer's technical Product Data and installation instructions for each type of door required, including data substantiating that products comply with requirements.
- C. Submittal Drawings showing fabrication and installation of Four-Fold metal doors including plans, elevations, sections, details of components, hardware, operating mechanism, and attachments to the other units of Work. Include wiring diagrams for coordination with electrical trade.
- D. Reference list including (5) successful installations of this type of door within the past two (2) years.

##### 1.4 QUALITY ASSURANCE

- A. Doors shall be designed to withstand external or internal horizontal wind loads of 20 pounds minimum per square foot. The maximum allowable deflection shall not exceed 1/120 of the span. Fiber stresses in main members shall be limited to 27,000 pounds per square inch. Steel frames shall be designed in accordance with the AISC "Steel Construction Manual".
- B. Door manufacturer shall have at least 10 years experience in manufacturing door type specified for emergency vehicle applications.

##### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Store delivered materials and equipment in dry locations with adequate ventilation, free from dust and water, and so as to permit access for inspection and handling.
- B. Handle materials carefully to prevent damage.

## 1.6 WARRANTY

- A. The door manufacturer shall provide a written standard limited warranty for material and workmanship.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Four-Fold industrial metal doors manufactured by Door Engineering and Manufacturing, 400 Cherry Street, Kasota, MN 56050, (800)959-1352 or equal products by other manufacturers approved in advance.

### 2.2 MATERIALS

- A. Steel Tube: ASTM A513 and ASTM A500/A500M
- B. Steel Sheets: Steel sheets of commercial quality, complying with ASTM A1011/A1011M hot-rolled steel sheet.
- C. Hardware: Manufacturer's standard components.
- D. Fasteners: Zinc-coated steel.

### 2.3 FOUR-FOLD DOORS

- A. Construction: Door framing shall be minimum 11-gauge structural steel tube with 14-gauge steel sheet on the exterior and interior faces. Sheeting shall be formed on the vertical edges with no visible welds on the interior or exterior panel faces. All frames and framing members shall be true to dimension and square in all directions, and no door shall be bowed, warped, or out of line, in the vertical or horizontal plane of the door opening by more than 1/8 inch in 20 feet. Exposed welds and welds which interfere with the installation of various parts shall be ground smooth and flush.
- B. Surface Mounted Tube Frame: Supply pre-hung tube frame system constructed of minimum TS6x4x0.25, designed to anchor to masonry wall construction or weld to steel structure. All hinges, track supports and operator supports shall be factory attached.
- C. Factory finish: Door Panels and Tube Frames shall be finished with manufacturer's standard PPG Spectracron epoxy primer and polyurethane top coat. Customer to select from Manufacturer's standard color chart or furnish sample to match.



- a. Operator and operating hardware shall be powder-coated manufacturer's standard gray.
- D. Hardware: Hardware shall include guide tracks and brackets, trolleys, center guides, not less than three pairs of jamb and fold hinges per opening, and all bolts, nuts, fasteners, etc. necessary for complete installation and operation.
- E. Hinges: Jamb hinges shall be dual shear and have two thrust bearings and two needle bearings. Fold hinges shall be stainless steel and be dual shear with two thrust bearings. All bearings shall be completely concealed within the hinge barrel and include grease zerks. All hinge pins shall be minimum 3/4" diameter hardened steel.
- F. Weatherstripping: Material shall be adjustable and readily replaceable and provide a substantially weather-tight installation. Weatherstripping at center shall be 1/16" cloth inserted neoprene and include no exposed fasteners on the exterior face of the panel. Weatherstripping at sill shall include two 1/16" cloth inserted neoprene sweeps with an aluminum retainer. The retainer shall be attached to the door with adhesive.
- G. Perimeter Weatherstripping: Provide jamb and head weatherstripping of 1/16" cloth-inserted neoprene bulb (or closed cell neoprene).
- H. Vision Panels: Provide 1" insulated vision panels of the size, shape and location as noted on the drawings.

## 2.4 OPERATOR

- A. Each Four-Fold door shall be operated by an overhead mounted electromechanical drive unit designed for high cycle operation. Operator consists of an electric motor, gear reducer, and rotating drive arm. The door shall be operated with connecting rods attached to the rotating drive arm on the operator and to control arms attached to the jamb door section and to the door lintel. The connecting rods shall be positive drive, keeping the door under firm control at all times. The connecting rods shall be fitted with spherical bearings and control arms shall be equipped with oil impregnated bronze bearings on polished shafts.
- B. Operator shall be instantly reversible, open and close rapidly and start and stop gradually. Operator shall be adjustable to allow door to fully clear the opening. Operator shall automatically lock the door in the closed position. Operator shall be equipped with disengaging mechanism to convert to free wheeling mode for manual operation.
- C. Electric motor shall be of sufficient size to operate doors under normal operating conditions at no more than 75 percent of rated capacity. The motor shall be wound for three phase 208/230/480 VAC, 60 Hertz operation.
- D. Electric Controls: Controls shall be furnished by the door manufacturer and shall be complete for each door, and built in accordance with the latest NEMA standards. Incoming electrical shall be: 120VAC single phase.
  - 1. Controls shall include a programmable logic controller with digital message display or LED indicators. Controller shall include programmable close timers and programmable inputs/outputs.



2. Motor starters shall be magnetic reversing, factory wired with overload and under voltage protection, and equipped with mechanical interlocks. All control components shall be enclosed in one enclosure with a wiring diagram placed on the inside of the cover.
3. If incoming voltage is single phase, control panel shall include a variable frequency drive to convert voltage to 3-phase for the motor
4. Enclosures shall be NEMA 4 with disconnect switch.
5. Pushbuttons (interior) for each door shall have one (1) momentary pressure three-button push-button station marked "OPEN", "CLOSE" and "STOP". Push button enclosure shall be NEMA 4.
6. Limit switches shall be provided to stop the travel of the door in its fully open or fully closed position.
7. Safety edges: Provide electric safety edges on leading edge of all doors to reverse door upon contact with obstruction.
8. Photo eyes: Provide (1) exterior, jamb mounted, thru-beam type photo eyes, NEMA 4 rated. Timer to close shall be activated by the photo eye.
9. Overhead presence sensor.
10. Wiring: Door manufacturer shall supply controls and components only. Electrical contractor shall install controls and furnish and install conduits and wiring for jobsite power and control wiring.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Install Four-Fold metal doors in strict accordance with the approved drawings by qualified door erection crews. All door openings shall be completely prepared by the general contractor prior to the installation of the doors. Permanent or temporary electric wiring shall be brought to the door opening before installation is started and shall be completed so as not to delay the inspection test.
- B. Doors shall be set plumb, level, and square, and with all parts properly fastened and mounted. All moving parts shall be tested and adjusted and left in good operating condition.

#### **3.2 ADJUSTING AND CLEANING**

- A. Inspection of the doors and a complete operating test will be made by the installer in the presence of the general contractor or architect as soon as the erection is complete. Any defects noted shall be corrected. After door approval in the above test, the general contractor must assume the responsibility for any damage or rough handling of the doors during construction until the building is turned over to the owner and final inspection is made.
- B. Clean surfaces and repaint abraded or damaged finished surfaces to match factory-applied finish.

**PART 4 – SUPPLEMENTAL WORK REQUIRED FOR THE PROJECT (OPTIONAL)**

(City desires to have one Bidder who can perform the entire project to include the following supplemental work; however, Bidder's without the capability of performing the following supplemental work may omit this work from their Bidder Response by clearly stating in the Response documents that this work is intentionally omitted.)

**4.1      ADDITIONAL INSPECTION & LABOR SERVICES**

- A.** Bidders will include the costs to rearrange components of the fire sprinkler valves (as necessary) to make room for the new four-fold doors to be installed.
- B.** Bidders will also include the costs to ensure the front apparatus bay walls are engineered and constructed to fully reinforce the weight of the front apparatus bay walls.

-End of Specifications-



# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 4c

**Agenda Date** 04/03/2018

**Number** Resolution R-18-4249

**Type** Resolution

**Department** Public Works

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## **Title**

Approval to purchase a replacement aerial bucket truck in the amount of \$111,311.65 from Four Stars Ford, an approved vendor, through Tarrant County Cooperative Purchasing; approving the disposal of the unit being replaced, and authorizing the city manager to execute the purchase and disposal agreements upon receipt and acceptance of the vehicle

## **Strategic Plan**

- 1.4 Communicate thoroughly and strategically
- 2.4 Demonstrate stewardship of public resources

## **Explanation**

### ***Reading and Public Hearing***

This item seeks approval to purchase a replacement aerial bucket truck for the Department of Public Works at a total cost of \$111,311.65, and approval for the disposal of the 2001 Ford F550 aerial bucket truck once replaced.

The City of Colleyville maintains a fleet of over 130 vehicles and pieces of equipment. In order to maintain the City's fleet in an effective and efficient manner, the vehicles are replaced at established milestones. Criteria considered when determining the end of a vehicle's useful life includes, but is not limited to mileage, age, motor hours, past maintenance, and overall condition. In order to plan and forecast for the replacement of the vehicles in the fleet, the City maintains a City of Colleyville Equipment Replacement Program, attached for reference, which identifies the vehicle and the year the vehicle is expected to reach the end of its useful life and is recommended for replacement. The Equipment Replacement Program is updated each year and each vehicle is evaluated prior to being replaced to verify each piece of equipment is truly at the end of its useful life.

Five (5) vehicles and pieces of equipment were identified as possible replacement candidates during the Fiscal Year 2018. Staff reassessed these units and recommended all five (5) units for replacement, with the 2001 Ford F550 aerial bucket truck as one of the vehicles to be replaced.

In order to receive the most beneficial pricing for the vehicles, City staff has reviewed multiple available cooperative purchasing agreements. The table below shows the pricing available to the City of Colleyville through our existing agreements.

| <b>Purchasing Program</b>                    | <b>Vendor</b>                 | <b>Quote</b>               |
|----------------------------------------------|-------------------------------|----------------------------|
| HGAC Coop Purchasing                         | Sam Pack's Five Star          | \$112,796.59               |
| Buy Board Coop Purchasing                    | Grande Truck Center           | \$112,138.69               |
| <b><i>Tarrant County Coop Purchasing</i></b> | <b><i>Four Stars Ford</i></b> | <b><i>\$111,311.65</i></b> |

By utilizing this approach to compare multiple sources for the purchase of the new equipment, the City is able to take advantage of the best-identified pricing, which is with the vendor Four Stars Ford through the Tarrant County Coop Purchasing for a total cost of \$111,311.65.

If approved, the new vehicle would be delivered this summer, at which time the 2001 aerial bucket truck will be considered obsolete and will be included in the next available auction. The next auction is likely to occur in October 2018.

### **Financial Impact**

Funding for this replacement equipment is available in the Equipment Replacement Fund.

### **Recommendation**

Approve

### **Attachments**

1. Four Stars Ford quote
2. Grande Truck Ford quote
3. Sam Pack Five Star Ford quote
4. Equipment replacement program
5. CIQ
6. Form 1295 Certificate 100336542





**Four Stars Ford**  
**205 West Belknap St.**  
**Jacksboro, TX 76458**

**Contact: Jeff Gowins**  
**Direct #: 214-412-1605**  
[JGowins@4starsford.com](mailto:JGowins@4starsford.com)

**Bid Submission**  
**Entity:** City of Colleyville  
**Bid #:** UTL414A

2/24/2018

| SPECS:                                                     | Cost:       | Comments:                                                   |
|------------------------------------------------------------|-------------|-------------------------------------------------------------|
|                                                            |             | <b>Upfitted per specs provided:</b>                         |
| UTEM UTL141A                                               | \$65,888.65 | Pedestal Mounted Bucket on a Knapheide #6132D54J            |
|                                                            |             | Service body per specifications provided by UTEC per Smitty |
|                                                            |             |                                                             |
| 2018 Ford F550 XL Super cab<br>and chassis Dual rear wheel | \$45,423.00 | XI Cab & chassis work truck, vinyl seats, upfitter switches |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |
|                                                            |             |                                                             |

**Vehicle Sub Total:** \$111,311.65

| ADDITIONS: | Cost: | Comments: |
|------------|-------|-----------|
|            |       |           |
|            |       |           |
|            |       |           |
|            |       |           |
|            |       |           |
|            |       |           |

|                     |              |
|---------------------|--------------|
| <b>TOTAL:</b>       | \$111,311.65 |
| <b>Quantity:</b>    | 1            |
| <b>Grand Total:</b> | \$111,311.65 |

Signed X\_\_\_\_\_

Signed X\_\_\_\_\_

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

## BUYBOARD

10/23/2017

### PRODUCT PRICING BASED ON CONTRACT

Customer: City of Colleyville

Product Description: F550 Aerial

A: Base Price in Bid/Proposal Number **521-16** 139 \$ 26,649.00

B: Published Options [Itemize each item below]

|                    |             |                       |              |
|--------------------|-------------|-----------------------|--------------|
| X5G Super cab 4X2  | \$ 3,290.00 | 18B Running Boards    | \$ 650.00    |
| 99T Diesel         | \$ 9,980.00 | 425 50 State emission | \$ 575.00    |
| X8L 4.88 L/S Axle  | \$ 650.00   | UTL141A Aerial        | \$ 45,036.00 |
| 68M 19,500 GVWR    | \$ 1,695.00 | 6132D Service Body    | \$ 6,406.00  |
| 193W Wheelbase     | \$ 825.00   |                       | \$ -         |
| THB Traction Tires | \$ 475.00   |                       | \$ -         |
| 473 HD Front Susp  | \$ 350.00   |                       | \$ -         |
| 41H Block Heater   | \$ 350.00   |                       | \$ -         |
| 62R PTO Provision  | \$ 575.00   |                       | \$ -         |
| 76C Back Up Alarm  | \$ 395.00   |                       | \$ -         |

Subtotal Column 1: \$ 18,585.00

Subtotal Column 2: \$ 52,667.00

**Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")** \$ 71,252.00

C: Subtotal of A + B => \$ 97,901.00

D: UnPublished Options \_\_\_\_\_ %

|                               |              |  |      |
|-------------------------------|--------------|--|------|
| Added equipment per cust spec | \$ 14,139.69 |  | \$ - |
|                               | \$ -         |  | \$ - |
|                               |              |  | \$ - |
|                               |              |  | \$ - |
|                               |              |  | \$ - |

Subtotal Column 1: \$ 14,139.69

Subtotal Column 2: \$ -

**Body** \$ 14,139.69

E: Contract Pride Adjustment {If any, explain here} Discount \$ - \$ (302.00)

F: Total of C + D + E {Not including Buy Board Fee} => \$ 111,738.69

G: Quantity Ordered {Units x F} => # of Units 1 \$ 111,738.69

H: BUYBOARD Fee {From Fee Schedules, Table: \_\_\_\_\_ => @ \_\_\_\_\_ %} \$ 400.00

I: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}

|  |      |
|--|------|
|  | \$ - |
|  | \$ - |

**Subtotal of Non-Equipment Charges** \$ -

J: **TOTAL PURCHASE PRICE INCLUDING {G + H + I} =>** \$ 112,138.69

Grande Truck Center  
PO Box 201210  
San Antonio, Texas 78220

Rocky Shoffstall  
PH 210-666-7112  
FX 210-666-7216  
800-779-7672 X112  
10/23/2017

Grande Truck Confidential

## UTILITY TRUCK EQUIPMENT MANUFACTURING

POST OFFICE BOX 9, HEWITT, TEXAS 76643

821 ENTERPRISE, HEWITT, TEXAS 76643

PH: 254-857-8813 FAX: 254-857-9253

[www.UTEMBUCKETS.com](http://www.UTEMBUCKETS.com)

12-Apr-17

**CONTACT** Tim Mathis  
**COMPANY** City of Colleyville  
**PHONE** 817-503-1373  
**EMAIL** [tmathis@colleyville.com](mailto:tmathis@colleyville.com)

**QUOTE #** 50612UTLI41ACityOfColleyvilleTimMathis

| Part Number | Qty | Product Description                                                         | Price |
|-------------|-----|-----------------------------------------------------------------------------|-------|
| UTLI41A     | 1   | UTEM UTLI41A Insulated, Full Pressure, Articulated/Telescopic Aerial Device | ----  |
| 701066      | 1   | Truck Mount Pedestal                                                        | ----  |
| 701045      | 1   | Turret, Stowed Height 10ft. 4in. (3.14m)                                    | ----  |
| 701046      | 1   | Fiberglass Boom with Hydraulic Leveling                                     | ----  |
| 701047      | 1   | Steel Lower Boom                                                            | ----  |
| 701098      | 1   | Hydraulic Rotator for End Mounted Platforms                                 | ----  |
| 701120      | 1   | Single Stick Control with End Mount Platform                                | ----  |
| 701055      | 1   | "HM" Hydraulics                                                             | ----  |
| 701060      | 1   | Manual 6-Spool Control Valve                                                | ----  |
| 701068      | 1   | 540 Degree Non-Continuous Rotation                                          | ----  |
| 702801      | 1   | 2017 Ford Chassis Pedestal Mount                                            | ----  |
| 700535      | 1   | 350lb. (159kg) Platform Capacity                                            | ----  |
| 501106      | 1   | 24x30x42 Fiberglass Basket W/ Left Hand Door                                | ----  |
| 624866      | 1   | Soft Vinyl Basket Cover (Fits 24x30 Basket)                                 | ----  |
| 701054      | 1   | Emergency Lowering with "HM" Hydraulics                                     | ----  |
| 500600      | 1   | UTEM White Powder Coat                                                      | ----  |

### ALL PRICES F.O.B. HEWITT, TEXAS

\*Two complete sets of manuals and one safety harness and lanyard are provided with each unit.

\*Quote Good For 60 Days

\*Aerial Compliant W/ ANSI Standard A92.2-2015

**Lift Total:**

### Knapheide Service Body Model# 6132D54J

132"L x 94"W

54"W Loadspace

20"D Compartments

LED Light Kit (Including LED Back Up Lights)

Crane Reinforcement For Ventura ET8KX

Master Locking System

Wheel Chock Holders In Curbside Wheel Well

Treadplate Overlay On Compartment Tops

### Installation

Install Aerial Mounting Hardware

Install Rear Underframe Torsion Bar For Ford F550

Prep & Install Service Body

Fabricate Tailshelf W/ Crosstube For Ventura Outriggers

Fabricate Arch Type Grab Handle



Fabricate ICC Bumper  
Install Aerial  
Fabricate Aerial Boom Rest  
Install Bucket Support Tube  
Install PTO & Pump  
Wire PTO For Start/Stop  
Wire DOT Light Kit  
Install Venturo ET8KX Electric Crane (Powered By Group 31 Battery)  
Install Venturo Manual Outrigger Set  
Install Venturo Boom Rest  
Install Battery Separator For Group 31 Battery Charging  
ICC Towing Package  
7-Way Trailer Plug  
(Qty 2) 1/2" D-Rings  
Receiver Tube, 10"  
(Qty 2) Mud Flaps  
(Qty 2) Wheel Chocks  
Fire Extinguisher, 5#  
NonSkid Body & Tailshelf Floor...& Compartment Tops  
Back Up Alarm Installed  
DOT Reflector Kit  
110V Outlet Mounted @ Curbside Side Pack  
1,800W Pure Sine Inverter  
Group 8D Battery & Battery Box  
Battery Separator Installed For Charging 8D Battery  
Fabricate Sign Post Storage Box (Post To Be 12")  
Fabricate Headache Rack  
Fabricate Sloped Ladder Rack With Hold Down Latch On Driverside  
(Qty 2) LED Amber Beacons Post Mounted  
(Qty4) Amber/Blue LED Flashing Lights (Qty 2 Mounted @ Grill Guard...Qty 2 @ Rear)  
(Qty 2) Amber/Blue Century Series LED Mini Lightbars (Mounted On Headache Rack)  
Includes Labor To Install

Thank You For The Opportunity To Quote.  
Best Regards,

Jason Coats



Grande Truck Center  
4562 IH 10 East, San Antonio, Texas, 782194205  
Office: 210-661-4121 Fax: 210-666-7211

## Customer Proposal

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**Prepared by:**

ROCKY SHOFFSTALL  
Office: 210-661-4121  
Email: rshoffstall@grandetruck.com

**Date:** 10/23/2017

**Vehicle:** 2018 F-550 Chassis XL  
4x2 SD Super Cab 192" WB DRW





Grande Truck Center  
4562 IH 10 East, San Antonio, Texas, 782194205  
Office: 210-661-4121

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*Re: Vehicle Proposal*

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**ROCKY SHOFFSTALL**

rshoffstall@grandetruck.com



## Selected Options

| Code  | Description                                                                                                                                                                                                                                                                                                                                                                  |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X5G   | Base Vehicle Price (X5G)                                                                                                                                                                                                                                                                                                                                                     |
| 660A  | Order Code 660A<br><i>Includes:</i><br>- Wheels: 19.5" Argent Painted Steel<br>- HD Vinyl 40/20/40 Split Bench Seat<br>Includes center armrest, cupholder, storage and driver's side manual lumbar.<br>- Radio: AM/FM Stereo<br>Includes 6 speakers.                                                                                                                         |
| 99T   | Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20<br><i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i><br><i>Includes:</i><br>- Dual 78-AH 750 CCA Batteries                                                                                            |
| 44W   | Transmission: TorqShift 6-Speed Automatic<br>(6R140). Includes SelectShift.                                                                                                                                                                                                                                                                                                  |
| X8L   | Limited Slip w/4.88 Axle Ratio                                                                                                                                                                                                                                                                                                                                               |
| 68M   | GVWR: 19,500 lb Payload Plus Upgrade Package<br><i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. NOTE: See Order Guide Supplemental Reference for further details on GVWR.</i>                                                                                                                                 |
| THB   | Tires: 225/70Rx19.5G BSW Traction<br><i>Includes 4 traction tires on the rear and 2 all-season tires on the front. Optional spare is 225/70Rx19.5G BSW all-season.</i>                                                                                                                                                                                                       |
| 64Z   | Wheels: 19.5" Argent Painted Steel                                                                                                                                                                                                                                                                                                                                           |
| A     | HD Vinyl 40/20/40 Split Bench Seat<br><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>                                                                                                                                                                                                                                                    |
| PAINT | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                   |
| 192WB | 192" Wheelbase                                                                                                                                                                                                                                                                                                                                                               |
| 473   | Snow Plow Prep Package<br><i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: Also allows for the attachment of a winch.</i><br><i>Includes:</i><br>- Dual Alternators (Total 332-Amps) |
| 41H_  | Engine Block Heater                                                                                                                                                                                                                                                                                                                                                          |
| 62R   | Transmission Power Take-Off Provision<br><i>Includes transmission mounted live drive and stationary mode PTO.</i>                                                                                                                                                                                                                                                            |
| 67A   | Dual Alternators (Total 332-Amps)                                                                                                                                                                                                                                                                                                                                            |
| 18B   | Platform Running Boards                                                                                                                                                                                                                                                                                                                                                      |
| STDRD | Radio: AM/FM Stereo<br><i>Includes 6 speakers.</i>                                                                                                                                                                                                                                                                                                                           |
| 76C   | Exterior Backup Alarm (Pre-Installed)<br><i>Custom accessory.</i>                                                                                                                                                                                                                                                                                                            |
| 425   | 50-State Emissions System                                                                                                                                                                                                                                                                                                                                                    |





Grande Truck Center  
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Office: 210-661-4121

**2018 F-550 Chassis, SD Super Cab**  
4x2 SD Super Cab 192" WB DRW XL(X5G)  
Price Level: 815

## Selected Options (cont'd)

| Code  | Description       |
|-------|-------------------|
| AS_04 | Medium Earth Gray |
| Z1_01 | Oxford White      |



## Selected Equipment & Specs

### Dimensions

Exterior length: 277.4" \* Cab to axle: 84.0" \* Exterior width: 80.0" \* Exterior height: 81.8" \* Wheelbase: 192.0" \* Front track: 74.8" \* Rear track: 74.0" \* Turning radius: 27.1' \* Min ground clearance: 8.2" \* Front legroom: 43.9" \* Rear legroom: 33.5" \* Front headroom: 40.8" \* Rear headroom: 40.3" \* Front hiproom: 62.5" \* Rear hiproom: 64.7" \* Front shoulder room: 66.7" \* Rear shoulder room: 65.8" \* Passenger volume: 116.0cu.ft. \* Cargo volume: 31.6cu.ft. \* Maximum cargo volume: 31.6cu.ft.

### Powertrain

Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection \* Recommended fuel : diesel \* federal \* TorqShift 6 speed automatic transmission with overdrive \* Rear-wheel drive \* Limited slip differential \* Fuel Economy Cty: N/A \* Fuel Economy Highway: N/A \* Transmission PTO provision

### Suspension/Handling

Front Mono-beam non-independent suspension with anti-roll bar, HD shocks \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks \* Firm ride Suspension \* Hydraulic power-assist re-circulating ball Steering \* Front and rear 19.5 x 6 argent steel wheels \* Front LT225/70SR19.5 GBSW AS rear LT225/70SR19.5 G BSW AT \* Dual rear wheels

### Body Exterior

4 doors \* Reverse opening left rear passenger \* Reverse opening right rear passenger \* Driver and passenger folding door mirrors \* Black door mirrors \* Black bumpers \* Side steps \* Trailer harness \* Clearcoat paint \* Front and rear 19.5 x 6 wheels

### Convenience

Manual air conditioning with air filter \* Manual front windows \* Manual door locks \* Manual tilt steering wheel \* Manual telescopic steering wheel \* Day-night rearview mirror \* 1 1st row LCD monitor \* Front cupholders \* Passenger visor mirror \* Full overhead console

### Seats and Trim

Seating capacity of 6 \* Front 40-20-40 split-bench seat \* 4-way driver seat adjustment \* Manual driver lumbar support \* 4-way passenger seat adjustment \* Centre front armrest with storage \* 60-40 folding rear split-bench seat

### Entertainment Features

AM/FM stereo radio \* 6 speakers \* Fixed antenna

### Lighting, Visibility and Instrumentation

Halogen aero-composite headlights \* Delay-off headlights \* Fully automatic headlights \* Variable intermittent front windshield wipers \* Light tinted windows \* Front reading lights \* Tachometer \* Outside temperature display \* Trip computer \* Trip odometer

### Safety and Security

4-wheel ABS brakes \* Brake assist \* 4-wheel disc brakes \* Driveline traction control \* Dual front impact airbag supplemental restraint system with passenger cancel \* Dual seat mounted side impact airbag supplemental restraint system \* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system \* Manual door locks \* Manually adjustable front head restraints \* 3 manually adjustable rear head restraints

### Dimensions

#### General Weights

|                          |            |                                 |            |
|--------------------------|------------|---------------------------------|------------|
| Curb .....               | 7977 lbs.  | GVWR .....                      | 19500 lbs. |
| Front GAWR .....         | 7000 lbs.  | Rear GAWR .....                 | 14706 lbs. |
| Payload .....            | 11580 lbs. | Front curb weight .....         | 4621 lbs.  |
| Rear curb weight .....   | 3356 lbs.  | Front axle capacity .....       | 7000 lbs.  |
| Rear axle capacity ..... | 14706 lbs. | Front spring rating .....       | 7000 lbs.  |
| Rear spring rating ..... | 15000 lbs. | Front tire/wheel capacity ..... | 7500 lbs.  |



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2018 F-550 Chassis, SD Super Cab  
4x2 SD Super Cab 192" WB DRW XL(X5G)  
Price Level: 815

## Selected Equipment & Specs (cont'd)

|                           |             |                      |             |
|---------------------------|-------------|----------------------|-------------|
| Rear tire/wheel capacity  | 15000 lbs.  |                      |             |
| <b>Trailer Type</b>       |             |                      |             |
| Harness                   | Yes         | Trailer sway control | Yes         |
| <b>General Trailering</b> |             |                      |             |
| 5th-wheel towing capacity | 22200 lbs.  | Towing capacity      | 18500 lbs.  |
| GCWR                      | 31000 lbs.  |                      |             |
| <b>Fuel Tank type</b>     |             |                      |             |
| Capacity                  | 40 gal.     |                      |             |
| <b>Off Road</b>           |             |                      |             |
| Min ground clearance      | 8 "         |                      |             |
| <b>Interior cargo</b>     |             |                      |             |
| Cargo volume              | 31.6 cu.ft. | Maximum cargo volume | 31.6 cu.ft. |
| <b>Rear Frame</b>         |             |                      |             |
| Height loaded             | 29 "        | Height unloaded      | 35 "        |

## Powertrain

|                                 |                    |                     |                         |
|---------------------------------|--------------------|---------------------|-------------------------|
| <b>Engine Type</b>              |                    |                     |                         |
| Brand                           | Powerstroke        | Block material      | Iron                    |
| Cylinders                       | V-8                | Head material       | Aluminum                |
| Ignition                        | Compression        | Injection           | Diesel direct injection |
| Liters                          | 6.7L               | Orientation         | Longitudinal            |
| Recommended fuel                | Diesel             | Valves per cylinder | 4                       |
| Valvetrain                      | OHV                | Forced induction    | Intercooled turbo       |
| <b>Engine Spec</b>              |                    |                     |                         |
| Bore                            | 3.90"              | Compression ratio   | 16.2:1                  |
| Displacement                    | 406 cu.in.         | Stroke              | 4.25"                   |
| <b>Engine Power</b>             |                    |                     |                         |
| Output                          | 330 HP @ 2,600 RPM | Torque              | 750 ft.-lb @ 2,000 RPM  |
| <b>Alternator</b>               |                    |                     |                         |
| Type                            | Dual               | Amps                | 332                     |
| <b>Battery</b>                  |                    |                     |                         |
| Amp hours                       | 78                 | Cold cranking amps  | 750                     |
| Run down protection             | Yes                | Type                | Dual                    |
| <b>Engine Extras</b>            |                    |                     |                         |
| Block heater                    | Yes                |                     |                         |
| <b>Transmission</b>             |                    |                     |                         |
| Electronic control              | Yes                | Lock-up             | Yes                     |
| Overdrive                       | Yes                | Speed               | 6                       |
| Type                            | Automatic          |                     |                         |
| <b>Transmission Gear Ratios</b> |                    |                     |                         |
| 1st                             | 3.974              | 2nd                 | 2.318                   |
| 3rd                             | 1.516              | 4th                 | 1.149                   |
| 5th                             | 0.858              | 6th                 | 0.674                   |
| Reverse Gear ratios             | 3.128              |                     |                         |



## Selected Equipment & Specs (cont'd)

### Transmission Torque Converter

Stall ratio ..... 1.90

### Transmission Extras

Driver selectable mode ..... Yes  
PTO provision ..... Yes

Sequential shift control ..... SelectShift

### Drive Type

Type ..... Rear-wheel

### Drive Feature

Limited slip differential ..... Mechanical  
Power take-off provision ..... Yes

Traction control ..... Driveline

### Drive Axle

Ratio ..... 4.88

### Exhaust

Material ..... Stainless steel

System type ..... Single

### Emissions

CARB ..... Federal

EPA ..... Tier 2 Bin 8

### Fuel Economy

Fuel type ..... Diesel

### Engine Retarder

Type ..... Yes

## Driveability

### Brakes

ABS ..... 4-wheel  
Type ..... 4-wheel disc

ABS channels ..... 3  
Vented discs ..... Front and rear

### Brake Assistance

Brake assist ..... Yes

### Suspension Control

Ride ..... Firm

### Front Suspension

Independence ..... Mono-beam non-independent

Anti-roll bar ..... Regular

### Front Spring

Type ..... Coil

Grade ..... HD

### Front Shocks

Type ..... HD

### Rear Suspension

Independence ..... DANA 130 rigid axle  
Anti-roll bar ..... Regular

Type ..... Leaf

### Rear Spring

Type ..... Leaf

Grade ..... HD

### Rear Shocks





## Selected Equipment & Specs (cont'd)

|                              |                        |                       |                     |
|------------------------------|------------------------|-----------------------|---------------------|
| Type                         | HD                     |                       |                     |
| <i>Steering</i>              |                        |                       |                     |
| Activation                   | Hydraulic power-assist | Type                  | Re-circulating ball |
| <i>Steering Specs</i>        |                        |                       |                     |
| # of wheels                  | 2                      |                       |                     |
| <b>Exterior</b>              |                        |                       |                     |
| <i>Front Wheels</i>          |                        |                       |                     |
| Diameter                     | 19.5"                  | Width                 | 6.00"               |
| <i>Rear Wheels</i>           |                        |                       |                     |
| Diameter                     | 19.5"                  | Width                 | 6.00"               |
| Dual                         | Yes                    |                       |                     |
| <i>Front and Rear Wheels</i> |                        |                       |                     |
| Appearance                   | Argent                 | Material              | Steel               |
| <i>Front Tires</i>           |                        |                       |                     |
| Aspect                       | 70                     | Diameter              | 19.5"               |
| Sidewalls                    | BSW                    | Speed                 | S                   |
| Tread                        | AS                     | Type                  | LT                  |
| Width                        | 225mm                  | LT load rating        | G                   |
| RPM                          | 647                    |                       |                     |
| <i>Rear Tires</i>            |                        |                       |                     |
| Aspect                       | 70                     | Diameter              | 19.5"               |
| Sidewalls                    | BSW                    | Speed                 | S                   |
| Tread                        | AT                     | Type                  | LT                  |
| Width                        | 225mm                  | LT load rating        | G                   |
| RPM                          | 645                    |                       |                     |
| <i>Wheels</i>                |                        |                       |                     |
| Front track                  | 74.8"                  | Rear track            | 74.0"               |
| Turning radius               | 27.1'                  | Wheelbase             | 192.0"              |
| <i>Body Features</i>         |                        |                       |                     |
| Front license plate bracket  | Yes                    | Front splash guards   | Yes                 |
| Body material                | Aluminum               | Side impact beams     | Yes                 |
| Side steps                   | Yes                    |                       |                     |
| <i>Body Doors</i>            |                        |                       |                     |
| Door count                   | 4                      | Left rear passenger   | Reverse opening     |
| Right rear passenger         | Reverse opening        |                       |                     |
| <i>Exterior Dimensions</i>   |                        |                       |                     |
| Length                       | 277.4"                 | Body width            | 80.0"               |
| Body height                  | 81.8"                  | Cab to axle           | 84.0"               |
| Axle to end of frame         | 47.2"                  | Frame section modulus | 17.2cu.in.          |
| Frame yield strength (psi)   | 50000.0                | Frame rail width      | 34.2"               |
| Front bumper to Front axle   | 38.3"                  | Cab to end of frame   | 131.2"              |
| Front bumper to back of cab  | 146.3"                 |                       |                     |

## Safety



## Selected Equipment & Specs (cont'd)

### Airbags

|                             |                                              |                              |              |
|-----------------------------|----------------------------------------------|------------------------------|--------------|
| Driver front-impact .....   | Yes                                          | Driver side-impact .....     | Seat mounted |
| Overhead .....              | Safety Canopy System curtain 1st and 2nd row | Passenger front-impact ..... | Cancellable  |
| Passenger side-impact ..... | Seat mounted                                 |                              |              |

### Seatbelt

|                         |       |
|-------------------------|-------|
| Height adjustable ..... | Front |
|-------------------------|-------|

## Seating

### Passenger Capacity

|                |   |
|----------------|---|
| Capacity ..... | 6 |
|----------------|---|

### Front Seats

|             |          |            |             |
|-------------|----------|------------|-------------|
| Split ..... | 40-20-40 | Type ..... | Split-bench |
|-------------|----------|------------|-------------|

### Driver Seat

|                             |        |                      |        |
|-----------------------------|--------|----------------------|--------|
| Fore/aft .....              | Manual | Reclining .....      | Manual |
| Way direction control ..... | 4      | Lumbar support ..... | Manual |

### Passenger seat

|                             |        |                 |        |
|-----------------------------|--------|-----------------|--------|
| Fore/aft .....              | Manual | Reclining ..... | Manual |
| Way direction control ..... | 4      |                 |        |

### Front Head Restraint

|               |        |            |            |
|---------------|--------|------------|------------|
| Control ..... | Manual | Type ..... | Adjustable |
|---------------|--------|------------|------------|

### Front Armrest

|              |     |               |     |
|--------------|-----|---------------|-----|
| Centre ..... | Yes | Storage ..... | Yes |
|--------------|-----|---------------|-----|

### Rear Seats

|                  |             |                        |                 |
|------------------|-------------|------------------------|-----------------|
| Descriptor ..... | Split-bench | Facing .....           | Front           |
| Folding .....    | 60-40       | Folding position ..... | Fold-up cushion |
| Type .....       | Fixed       |                        |                 |

### Rear Head Restraints

|               |        |            |            |
|---------------|--------|------------|------------|
| Control ..... | Manual | Type ..... | Adjustable |
| Number .....  | 3      |            |            |

### Front Seat Trim

|                |       |                     |       |
|----------------|-------|---------------------|-------|
| Material ..... | Vinyl | Back material ..... | Vinyl |
|----------------|-------|---------------------|-------|

### Rear Seat Trim Group

|                |       |                     |        |
|----------------|-------|---------------------|--------|
| Material ..... | Vinyl | Back material ..... | Carpet |
|----------------|-------|---------------------|--------|

## Convenience

### AC And Heat Type

|                        |        |                  |     |
|------------------------|--------|------------------|-----|
| Air conditioning ..... | Manual | Air filter ..... | Yes |
| Underseat ducts .....  | Yes    |                  |     |

### Audio System

|                 |              |                   |         |
|-----------------|--------------|-------------------|---------|
| Radio .....     | AM/FM stereo | Radio grade ..... | Regular |
| Seek-scan ..... | Yes          |                   |         |

### Audio Speakers



## Selected Equipment & Specs (cont'd)

|                                 |                       |                               |        |
|---------------------------------|-----------------------|-------------------------------|--------|
| Speaker type                    | Regular               | Speakers                      | 6      |
| <i>Audio Antenna</i>            |                       |                               |        |
| Type                            | Fixed                 |                               |        |
| <i>LCD Monitors</i>             |                       |                               |        |
| 1st row                         | 1                     | Primary monitor size (inches) | 2.3    |
| <i>Convenience Features</i>     |                       |                               |        |
| 12V DC power outlet             | 2                     | Back-up alarm                 | Yes    |
| <i>Door Lock Activation</i>     |                       |                               |        |
| Type                            | Manual                |                               |        |
| <i>Instrumentation Type</i>     |                       |                               |        |
| Display                         | Analog                |                               |        |
| <i>Instrumentation Gauges</i>   |                       |                               |        |
| Tachometer                      | Yes                   | Engine temperature            | Yes    |
| Turbo/supercharger boost        | Yes                   | Transmission fluid temp       | Yes    |
| Engine hour meter               | Yes                   |                               |        |
| <i>Instrumentation Warnings</i> |                       |                               |        |
| Oil pressure                    | Yes                   | Engine temperature            | Yes    |
| Battery                         | Yes                   | Lights on                     | Yes    |
| Key                             | Yes                   | Low fuel                      | Yes    |
| Door ajar                       | Yes                   | Service interval              | Yes    |
| Brake fluid                     | Yes                   |                               |        |
| <i>Instrumentation Displays</i> |                       |                               |        |
| Clock                           | In-radio display      | Exterior temp                 | Yes    |
| Systems monitor                 | Yes                   |                               |        |
| <i>Instrumentation Feature</i>  |                       |                               |        |
| Trip computer                   | Yes                   | Trip odometer                 | Yes    |
| <i>Steering Wheel Type</i>      |                       |                               |        |
| Material                        | Urethane              | Tilting                       | Manual |
| Telescoping                     | Manual                |                               |        |
| <i>Front Side Windows</i>       |                       |                               |        |
| Window 1st row activation       | Manual                |                               |        |
| <i>Windows Rear Side</i>        |                       |                               |        |
| 2nd row activation              | Fixed                 |                               |        |
| <i>Window Features</i>          |                       |                               |        |
| Tinted                          | Light                 |                               |        |
| <i>Front Windshield</i>         |                       |                               |        |
| Wiper                           | Variable intermittent |                               |        |
| <i>Rear Windshield</i>          |                       |                               |        |
| Window                          | Fixed                 |                               |        |

### Interior

|                        |     |
|------------------------|-----|
| <i>Passenger Visor</i> |     |
| Mirror                 | Yes |



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Office: 210-661-4121

**2018 F-550 Chassis, SD Super Cab**  
4x2 SD Super Cab 192" WB DRW XL(X5G)  
Price Level: 815

## Selected Equipment & Specs (cont'd)

### Rear View Mirror

Day-night ..... Yes

### Headliner

Coverage ..... Full      Material ..... Cloth

### Floor Trim

Coverage ..... Full      Covering ..... Vinyl/rubber

### Trim Feature

Gear shift knob ..... Urethane      Interior accents ..... Chrome

### Lighting

Dome light type ..... Fade      Front reading ..... Yes  
Variable IP lighting ..... Yes

### Overhead Console Storage

Storage ..... Yes      Type ..... Full

### Storage

Front Beverage holder(s) ..... Yes      Glove box ..... Locking  
Illuminated ..... Yes      Instrument panel ..... Bin  
Dashboard ..... Covered

### Legroom

Front ..... 43.9"      Rear ..... 33.5"

### Headroom

Front ..... 40.8"      Rear ..... 40.3"

### Hip Room

Front ..... 62.5"      Rear ..... 64.7"

### Shoulder Room

Front ..... 66.7"      Rear ..... 65.8"

### Interior Volume

Passenger volume ..... 116.0 cu.ft.



**\$112,796.59**

## Equipment Replacement Program 2018

| Estimated Year of Replacement | Asset Number | Asset Description        | Model Year | Asset Make                | In Service Date | Current Miles/Hours |
|-------------------------------|--------------|--------------------------|------------|---------------------------|-----------------|---------------------|
| 2018                          | 523          | Truck light duty         | 2002       | Ford F150                 | 2002            | 93,067              |
|                               | 538*         | Riding mower             | 2003       | Toro 4500D                | 2003            | 3,179               |
|                               | 695          | Truck aerial lift        | 2001       | Ford F550 bucket truck    | 2002            | 104,916             |
|                               | 601          | Street sweeper           | 2009       | Elgin Whirlwind           | 2009            | 62,665              |
|                               | 601A         | Sweeper rear engine      | 2009       | John Deere                | 2009            | 9,260               |
|                               | 603          | Flat bed dump truck      | 1998       | GMC single axle dump      | 1998            | 67,562              |
|                               |              |                          |            |                           |                 |                     |
| 2019                          | 406          | Fire Command #2          | 2005       | Ford Excursion            | 2005            | 76,660              |
|                               | 674          | Crack sealer             | 2004       | Supershot 125DC           | 2004            | 2,408               |
|                               |              |                          |            |                           |                 |                     |
| 2020                          | 394          | Truck medium duty        | 2000       | Ford F350 DRW truck       | 2000            | 110,817             |
|                               | 526          | Truck medium duty        | 2001       | Ford F250 Super Cab truck | 2001            | 81,030              |
|                               | 531          | Grounds equipment        | 2005       | IR 252 Carry All          | 2005            | 2,194               |
|                               | 552          | Grounds equipment        | 2005       | Toro Workman              | 2005            | 1,229               |
|                               | 585*         | Truck medium duty        | 2000       | Ford F350 DRW dump        | 2000            | 28,150              |
|                               | 672S         | Street saw               | 2005       | Target V465               | 2005            | 297                 |
|                               | 685          | Heavy equip. Mower       | 1990       | Ford 3930                 | 1990            | 1,304               |
|                               | 803          | VAN                      | 2008       | Ford E350 T.V. van        | 2008            | 7,512               |
|                               | 807          | Truck light duty         | 2013       | Ford F150 Regular cab     | 2013            | 61,072              |
|                               |              |                          |            |                           |                 |                     |
| 2021                          | 408          | Fire Investigation       | 2009       | Ford Expedition           | 2009            | 73,191              |
|                               | 689          | Heavy equip. Skid loader | 2006       | New Holland               | 2006            | 949                 |
|                               | 813          | Grounds equipment        | 2001       | Kubota Zero turn mower    | 2001            | 767                 |
|                               |              |                          |            |                           |                 |                     |
| 2022                          | 507          | Passenger van            | 2010       | Ford E350 15 person van   | 2009            | 13,799              |
|                               | 525          | Truck medium duty        | 2001       | Ford F250 Super Cab truck | 2001            | 76,688              |
|                               | 546          | Riding mower             | 2007       | Toro 3100D 3 reel mower   | 2007            | 1,424               |
|                               | 692          | Truck medium duty        | 2009       | Ford F250 Crew Cab truck  | 2009            | 62,545              |
|                               | 891          | Hybrid Car               | 2007       | Toyota Pruis              | 2007            | 46,683              |
|                               |              |                          |            |                           |                 |                     |
| 2023                          | 556          | Grounds equipment        | 2008       | Toro Workman              | 2008            | 215                 |
|                               | 561          | Grounds equipment        | 2008       | Smithco groom             | 2008            | 486                 |
|                               | 613          | Electric sand spreader   | 2013       | Henderson 6.5 cu.yd.      | 2013            | N/A                 |
|                               | 661          | Heavy equip. Back hoe    | 2008       | Caterpillar 420E          | 2008            | 3,083               |
|                               | 707          | Hybrid SUV               | 2008       | Ford Escape               | 2008            | 22,051              |
|                               | 728          | Truck light duty         | 2015       | Ford F150                 | 2015            | 18,248              |

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Four Stars Ford

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

N/A

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

N/A

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☒ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

JEFF GOWINS

Date

03-28-18

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2018-323292

**Date Filed:**  
03/07/2018

**Date Acknowledged:**  
03/08/2018

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

Four Stars Ford  
Jacksboro, TX United States

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

City Of Colleyville

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

2018-550  
F550 Bucket Truck

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Four Stars Ford  
Jacksboro, TX United States

Certificate Number:  
2018-323292

Date Filed:  
03/07/2018

Date Acknowledged:

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

City Of Colleyville

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

2018-550  
F550 Bucket Truck

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is JEFF GLOWINS and my date of birth is 02-07-1956

My address is 1612 Summit Ave Fort Worth TX 76102 USA  
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 7<sup>th</sup> day of MAR, 20 18  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)





# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 4d  
**Type** Resolution  
**Department** Engineering

**Agenda Date** 04/03/2018

**Number** Resolution R-18-4249

## Title

Approval to purchase a replacement flatbed dump truck in the amount of \$76,804.33 from Southwest International Trucks, an approved vendor, through the Buy Board Cooperative Purchasing Program; approving the disposal of the unit being replaced, and authorizing the city manager to execute the purchase and disposal agreements upon receipt and acceptance of the vehicle

## Strategic Plan

- 1.4 Communicate thoroughly and strategically
- 2.4 Demonstrate stewardship of public resources

## Explanation

### *Reading and Public Hearing*

This item seeks approval to purchase a replacement flatbed dump truck for the Department of Public Works at a total cost of \$76,804.33, and approval for the disposal of the 1998 GMC flatbed dump truck once replaced.

The City of Colleyville maintains a fleet of over 130 vehicles and pieces of equipment. In order to maintain the City's fleet in an effective and efficient manner, the vehicles are replaced at established milestones. Criteria considered when determining the end of a vehicle's useful life includes, but is not limited to mileage, age, motor hours, past maintenance, and overall condition. In order to plan and forecast for the replacement of the vehicles in the fleet, the City maintains a City of Colleyville Equipment Replacement Program, attached for reference, which identifies the vehicle and the year the vehicle is expected to reach the end of its useful life and is recommended for replacement. The Equipment Replacement Program is updated each year and each vehicle is evaluated prior to being replaced to verify each piece of equipment is truly at the end of its useful life.

Five (5) vehicles and pieces of equipment were identified as possible replacement candidates during the Fiscal Year 2018. Staff reassessed these units and recommended all five (5) units for replacement, with the 1998 GMC flatbed dump truck as one of the vehicles to be replaced.

In order to receive the most beneficial pricing for the vehicles, City staff has reviewed multiple available cooperative purchasing agreements. The table below shows the

pricing available to the City of Colleyville through our existing agreements.

| <b>Purchasing Program</b>               | <b>Vendor</b>                                | <b>Quote</b>              |
|-----------------------------------------|----------------------------------------------|---------------------------|
| HGAC Coop Purchasing                    | Houston Freightliner                         | \$86,230                  |
| <b><i>Buy Board Coop Purchasing</i></b> | <b><i>Southwest International Trucks</i></b> | <b><i>\$76,804.33</i></b> |
| Buy Board Coop Purchasing               | Rush Truck Center                            | \$83,872                  |

By utilizing this approach to compare multiple sources for the purchase of the new equipment, the City is able to take advantage of the best identified pricing, which is with the vendor Southwest International Trucks through the Buy Board Coop Purchasing agreement for a total cost of \$76,804.33.

If approved, the new vehicle would be delivered this summer, at which time the 1998 flatbed dump truck will be considered obsolete and will be included in the next available auction. The next auction is likely to occur in October 2018.

### **Financial Impact**

Funding for this replacement equipment is available in the Equipment Replacement Fund

### **Recommendation**

Approve

### **Attachments**

1. Southwest International quote
2. Rush Truck Center quote
3. Houston Freightliner quote
4. Equipment replacement program
5. CIQ
6. Form 1295

**Texas Local Government Purchasing Cooperative**  
**The Buy Board**

| PRICING WORKSHEET                                                                                                          |          |                                              |        |                          |              |              |  |
|----------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------|--------|--------------------------|--------------|--------------|--|
| Buying Agency: City of Colleyville Texas                                                                                   |          |                                              |        | Date Prepared            |              |              |  |
| Southwest International Trucks                                                                                             |          |                                              |        | Contract 521-16          |              |              |  |
| Product Description: 2019 International 4300 chassis with 14' flatbed                                                      |          |                                              |        |                          |              |              |  |
| 27,000 GVWR                                                                                                                |          |                                              |        | 4300 4x2 is base chassis |              |              |  |
| Contact Person: Tim Mathis                                                                                                 |          | Item: Base Chassis Bid                       |        |                          | \$ 54,192.73 |              |  |
| B: Options                                                                                                                 |          | Option cost is 80% of MSRP                   |        |                          |              |              |  |
| 80,000 psi frame rails                                                                                                     | 157.60   | factory air conditioner                      | 738.40 |                          |              |              |  |
| navistar 8000# front axle                                                                                                  | -138.40  | cab sound insulation                         | 72.00  |                          |              |              |  |
| 8000# front springs                                                                                                        | 0.00     | Continental 255/70R22.5 16 ply F&R tires     | 0.00   |                          |              |              |  |
| ABS dual air brake system                                                                                                  | 814.00   |                                              |        |                          |              |              |  |
| Bendix AD9 air dryer                                                                                                       | 360.00   |                                              |        |                          |              |              |  |
| 15 x 4 front brakes                                                                                                        | -212.00  |                                              |        |                          |              |              |  |
| Cummins 18.7 cfm air compressor                                                                                            | 55.20    |                                              |        |                          |              |              |  |
| 2 electric horns                                                                                                           | 23.20    |                                              |        |                          |              |              |  |
| power source on dash                                                                                                       | 24.00    |                                              |        |                          |              |              |  |
| body builder wiring                                                                                                        | 80.00    |                                              |        |                          |              |              |  |
| panasonic am fm radio                                                                                                      | 244.00   |                                              |        |                          |              |              |  |
| back up alrm                                                                                                               | 96.00    |                                              |        |                          |              |              |  |
| Cummins 6.7L 220 hp/ 600 Hi torq engine                                                                                    | 1,005.60 |                                              |        |                          |              |              |  |
| Cummins 3 year unlimited mile engine warr                                                                                  | 250.00   |                                              |        |                          |              |              |  |
| Federal emissions EPA<GHG<OBD                                                                                              | 350.00   |                                              |        |                          |              |              |  |
| low NOX idle emission label on hood                                                                                        | 62.00    |                                              |        |                          |              |              |  |
| Allison 2500 RDS 6 speed auto trans                                                                                        | 3,565.20 |                                              |        |                          |              |              |  |
| synthetic trans oil                                                                                                        | 120.80   |                                              |        |                          |              |              |  |
| Dana 19060 19,000# rear axle                                                                                               | -112.00  |                                              |        |                          |              |              |  |
| 20,000 # rear springs                                                                                                      | 78.40    |                                              |        |                          |              |              |  |
| cummins fuel water separator on engine                                                                                     | \$176.80 |                                              |        |                          |              |              |  |
| 50 gal alum fuel tank                                                                                                      | \$41.60  |                                              |        |                          |              |              |  |
| yellow interior grab handles                                                                                               | \$26.40  |                                              |        |                          |              |              |  |
| cloth bench front seat                                                                                                     | \$84.80  |                                              |        |                          |              |              |  |
| Subtotal Column 1:                                                                                                         |          | \$ 7,153.20                                  |        | Subtotal Column 2:       |              | \$810.40     |  |
| Total Options                                                                                                              |          |                                              |        |                          |              | \$ 7,963.60  |  |
| CHASSIS WITH FACTORY OPTIONS                                                                                               |          |                                              |        |                          |              | \$ 62,156.33 |  |
| TOTAL BODY PRICE                                                                                                           |          | See attached body spec sheet                 |        |                          |              |              |  |
|                                                                                                                            |          | Warren 14' steel dump bed installed complete |        |                          |              | 13,965.00    |  |
| Additional Options:                                                                                                        |          |                                              |        |                          |              |              |  |
| Buy Board Fee                                                                                                              |          |                                              |        |                          |              | 400.00       |  |
| Transportation                                                                                                             |          |                                              |        |                          |              | 100.00       |  |
| DOT Inspection with Fire Extinguisher and Road Flare Kit                                                                   |          |                                              |        |                          |              | 183.00       |  |
| TOTAL BUY BOARD PRICE                                                                                                      |          |                                              |        |                          |              | \$76,804.33  |  |
| Tom Claiborne                                                                                                              |          |                                              |        |                          |              |              |  |
| Southwest International Trucks-Arlington.                                                                                  |          |                                              |        |                          |              |              |  |
| Arlington, Texas, 76010                                                                                                    |          |                                              |        |                          |              |              |  |
| Fax# 817-861-7084                                                                                                          |          |                                              |        |                          |              |              |  |
| Office# 817-461-2931                                                                                                       |          |                                              |        |                          |              |              |  |
| E-mail Address: tom.claiborne@swit-tx.com                                                                                  |          |                                              |        |                          |              |              |  |
|                                                                                                                            |          |                                              |        |                          |              |              |  |
| To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board. |          |                                              |        |                          |              |              |  |
| We will order your truck when we receive notification from the Buy Board of your purchase order.                           |          |                                              |        |                          |              |              |  |
|                                                                                                                            |          |                                              |        |                          |              |              |  |
| Thank you,                                                                                                                 |          |                                              |        |                          |              |              |  |
| Tom Claiborne                                                                                                              |          |                                              |        |                          |              |              |  |

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

|                      |                         |               |                |
|----------------------|-------------------------|---------------|----------------|
| Vendor               | RUSH TRUCK CENTER       | Date Prepared | 2/15/2018      |
| Contact for Vendor:  | COLTON KRUSE            | Phone         | (830) 302-5219 |
| End User:            | City of Colleyville     |               |                |
| End User Contact:    | Fleet Manager           | Phone/Fax     |                |
| Product Description: | 2019 Peterbilt 337 Dump |               |                |

|                                                                       |             |                                 |              |
|-----------------------------------------------------------------------|-------------|---------------------------------|--------------|
| A: Base Price in Bid/Proposal Number: <b>521-16</b>                   |             | Series: <b>337</b> \$ 67,500.00 |              |
| B: Published Options (Itemize Below)                                  |             |                                 |              |
|                                                                       | DESCRIPTION | AMOUNT                          |              |
| Peterbilt Allison 2500 RDS-P Transmission                             |             | \$ 3,672.00                     |              |
|                                                                       |             |                                 |              |
|                                                                       |             |                                 |              |
|                                                                       |             |                                 |              |
|                                                                       |             |                                 |              |
|                                                                       |             |                                 |              |
| Subtotal Column 1: \$ 3,672.00                                        |             | Subtotal Column 2: \$ 20,125.00 |              |
| Published Options added to Base Price (Subtotal of "Col 1" & "Col 2") |             |                                 | \$ 23,797.00 |

|                                               |                       |              |
|-----------------------------------------------|-----------------------|--------------|
| C: Subtotal of A + B                          |                       | \$ 91,297.00 |
| D: Non Published Options                      |                       |              |
| Warran 14' Dumping Platform Body with Options | \$ (6,160.00)         |              |
|                                               |                       |              |
|                                               |                       |              |
| Subtotal Column 1: \$ (6,160.00)              | Subtotal Column 2: \$ | -            |

|                                                                    |               |
|--------------------------------------------------------------------|---------------|
| Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") | \$ (6,160.00) |
|--------------------------------------------------------------------|---------------|

|                                                     |               |
|-----------------------------------------------------|---------------|
| E: Contract Price Adjustment (If any, explain here) |               |
| Conquest Account Discount                           | \$ (1,665.00) |

|                         |              |
|-------------------------|--------------|
| F: Total of C + D +/- E | \$ 83,472.00 |
|-------------------------|--------------|

|                                     |              |
|-------------------------------------|--------------|
| G: Quantity ordered Units: 1.00 x F | \$ 83,472.00 |
|-------------------------------------|--------------|

|                                  |           |
|----------------------------------|-----------|
| H: BUYBOARD Administrative Fee % | \$ 400.00 |
|----------------------------------|-----------|

|                                                                                    |  |  |  |      |
|------------------------------------------------------------------------------------|--|--|--|------|
| I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.) |  |  |  |      |
|                                                                                    |  |  |  |      |
|                                                                                    |  |  |  |      |
|                                                                                    |  |  |  |      |
|                                                                                    |  |  |  | \$ - |

|                                           |              |
|-------------------------------------------|--------------|
| J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) | \$ 83,872.00 |
|-------------------------------------------|--------------|



Rush Truck Center D551  
4200 Irving blvd

Dallas, Texas United States 75247

Phone:

Fax:

Email:

Phone:

Fax:

Contact Email:

Prepared for:

## Vehicle Summary

| Unit                    |                 | Chassis                |       |
|-------------------------|-----------------|------------------------|-------|
| Model:                  | Model 337       | Fr Axle Load (lbs):    | 10000 |
| Type:                   | Full Truck      | Rr Axle Load (lbs)     | 19000 |
| Description:            | New Pres124539  | G.C.W. (lbs):          | 29000 |
| Application             |                 | Road Conditions:       |       |
| Intended Serv.:         | City Delivery   | Class A (Highway)      | 100   |
| Commodity:              | Other Commodity | Class B (Hwy/Mtn)      | 0     |
| Body                    |                 | Class C (Off-Hwy)      | 0     |
| Type:                   | Flatbed         | Class D (Off-Road)     | 0     |
| Length (ft):            | 24              | Maximum Grade:         | 6     |
| Height (ft):            | 13.5            | Wheelbase (in):        | 178   |
| Max Laden Weight (lbs): | 1000            | Overhang (in):         | 62.8  |
| Trailer                 |                 | Fr Axle to BOC (in):   | 69.8  |
| No. of Trailer Axles:   | 0               | Cab to Axle (in):      | 108.2 |
| Type:                   | 0               | Cab to EOF (in):       | 171.0 |
| Length (ft):            | 0               | Overall Comb. Length   | 279   |
| Height (ft):            | 0.0             | Special Req.           |       |
| Kingpin Inset (in):     | 0               | United States Registry |       |
| Corner Radius (in):     | 0               | Restrictions           |       |
| Length (ft):            | 40              |                        |       |
| Width (in):             | 102             |                        |       |
| Height (ft):            | 13.5            |                        |       |

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

|                             |                                                                                                                                  |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>PACCAR<br/>FINANCIAL</b> | Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> . |
|                             | PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.                          |

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 2/15/2018 1:42:47 PM  
Effective Date: Jan 1, 2018  
Prepared by: Administrator

**Incomplete**

Model Number: Model 337  
Quote/DTPO/CO: Q74255418  
Version Number: 36.10





Rush Truck Center D551  
4200 Irving blvd

Dallas, Texas United States 75247

Phone:

Phone:

Fax:

Fax:

Email:

Contact Email:

Prepared for:

| Data                              | Code | Description                                                                                                                                                                                                                                                                                                                                                                                                  | \$ List | Weight |
|-----------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| <b>Base Model</b>                 |      |                                                                                                                                                                                                                                                                                                                                                                                                              |         |        |
| 0003371                           | O    | <b>Model 337</b>                                                                                                                                                                                                                                                                                                                                                                                             | 91,920  | 10,070 |
| 0091200                           | O    | <b>Other Commodity</b>                                                                                                                                                                                                                                                                                                                                                                                       | 0       | 0      |
| 0093340                           | O    | <b>City Delivery</b><br>Truck or tractor which hauls freight, typically operating within a 100-mile radius, on public streets and highways and other paved surfaces. Typically includes package and freight delivery.                                                                                                                                                                                        | 0       | 0      |
| 0095020                           | O    | <b>Flatbed</b>                                                                                                                                                                                                                                                                                                                                                                                               | 0       | 0      |
| 0098170                           | O    | <b>United States Registry</b>                                                                                                                                                                                                                                                                                                                                                                                | 0       | 0      |
| <b>Configuration</b>              |      |                                                                                                                                                                                                                                                                                                                                                                                                              |         |        |
| 0200700                           | O    | <b>Not Applicable</b><br>Secondary Manufacturer                                                                                                                                                                                                                                                                                                                                                              | 0       | 0      |
| 0210260                           | O    | <b>Class 6 Chassis Weight Rating 26,000 lb GVWR</b><br>Hydraulic Brake Chassis requires 8,000/10,000 lb Front Axle and can not exceed 20,000 lb Rear Axle (Rear Axle will be derated to a maximum of 18,000 lb). Air Brake Chassis requires 10,000 lb Front Axle and can not exceed 21,000 lb Rear Axle. Contact your Local State Agency regarding any special licensing requirements for Air Brake Chassis. | 0       | 0      |
| <b>Frame &amp; Equipment</b>      |      |                                                                                                                                                                                                                                                                                                                                                                                                              |         |        |
| 0515030                           | S    | <b>10-5/8in Steel Rails to 285in</b><br>10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair                                                                                                                                                                                                                           | 0       | 118    |
| 0612160                           | O    | <b>178in Wheelbase</b>                                                                                                                                                                                                                                                                                                                                                                                       | 0       | 0      |
| 0644090                           | S    | <b>EOF Square without Xmbr</b><br>For use with body builder installed crossmember.                                                                                                                                                                                                                                                                                                                           | 0       | 0      |
| 0651090                           | S    | <b>Omit Rear Mudflaps and Hangers</b>                                                                                                                                                                                                                                                                                                                                                                        | 0       | 0      |
| <b>Front Axle &amp; Equipment</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                              |         |        |
| 1012110                           | O    | <b>Meritor MFS10 10,000 lb, 3.5 in. Drop</b><br>Axle is designed for applications with a gross axle weight rating (GAWR) of 10,000 pounds. Axles include special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service.                                                                                                    | -35     | 23     |
| 1111180                           | S    | <b>Taper Leaf Springs, Shocks 10,000 lb</b>                                                                                                                                                                                                                                                                                                                                                                  | 0       | 0      |

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Administrator

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| Data    | Code | Description                                                                                                                                                             | \$ List | Weight |
|---------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| 1243040 | S    | <b>Power Steering Sheppard HD94</b><br>For use with 10,000 to 13,200 lb. axle ratings.                                                                                  | 0       | 0      |
| 1250180 | O    | <b>Power Steering Reservoir Frame Mounted</b>                                                                                                                           | 0       | 0      |
| 1354845 | O    | <b>PHP10 Iron PreSet Hubs</b>                                                                                                                                           | 147     | 0      |
| 1380260 | S    | <b>Bendix Air Cam Front Drum Brakes 16.5x5</b><br>For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums. | 0       | 0      |
| 1391410 | O    | <b>Gusseted Cam Brackets, Steer Axle</b>                                                                                                                                | 24      | 0      |

#### Rear Axle & Equipment

|         |   |                                                                                                                                                                                                                                                                                                                                    |     |     |
|---------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 1512925 | O | <b>Dana Spicer S19-140 19,000 lb</b>                                                                                                                                                                                                                                                                                               | -52 | 433 |
| 1616370 | O | <b>PHP10 Iron PreSet Hubs</b>                                                                                                                                                                                                                                                                                                      | -52 | 0   |
| 1631310 | S | <b>Standard Stroke Parking Brakes</b><br>Drive Axle(s). Not for use on U.S. or Canada Tractors, other than Car Carriers.                                                                                                                                                                                                           | 0   | 0   |
| 1680490 | O | <b>Gusseted Cam Brackets, Drive Axle(s)</b>                                                                                                                                                                                                                                                                                        | 24  | 2   |
| 1680500 | S | <b>SBM Valve</b><br>Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system. | 0   | 0   |
| 1680950 | S | <b>Stability System Not Selected or Not Available</b>                                                                                                                                                                                                                                                                              | 0   | 0   |
| 1681337 | S | <b>Single Drive Axle (Model 337)</b>                                                                                                                                                                                                                                                                                               | 0   | 0   |
| 1682430 | S | <b>Anti-Lock Braking System (ABS) 4S4M</b><br>ABS-6. Includes air braking system.                                                                                                                                                                                                                                                  | 0   | 0   |
| 1687020 | O | <b>Bendix Air Cam Rear Drum Brakes 16.5x8.6</b><br>Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.                                                                                                                                                                     | 102 | 0   |
| 1705290 | O | <b>Ratio 5.29 Rear Axle</b>                                                                                                                                                                                                                                                                                                        | 0   | 0   |
| 1816140 | S | <b>Reyco 79KB Taper Leaf 21,000 lb</b>                                                                                                                                                                                                                                                                                             | 0   | 0   |

#### Engine & Equipment

|         |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |      |
|---------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|
| 2073115 | O | <b>PACCAR PX-7 220@2400 GOV@2600 600@1600</b><br>Efficiency (2017 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.<br>N21320 N205 120..Standard Maximum Speed Limit [LSL]<br>N21330 N207 0....Expiration Distance<br>N21340 P005 120..Hard Maximum Speed Limit<br>N21350 P001 75...Maximum Accelerator Pedal Vehicle Speed<br>N21370 P059 75...Maximum Cruise Speed | -4,414 | -540 |
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| Data    | Code | Description                                                                                                                                                                                                                                       | \$ List | Weight |
|---------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
|         |      | N21400 N203 252..Reserve Speed Function Reset Distance                                                                                                                                                                                            |         |        |
|         |      | N21410 N202 0....Maximum Cycle Distance                                                                                                                                                                                                           |         |        |
|         |      | N21420 N206 10...Maximum Active Distance                                                                                                                                                                                                          |         |        |
|         |      | N21430 N201 0....Reserve Speed Limit Offset                                                                                                                                                                                                       |         |        |
|         |      | N21440 P015 NO...Engine Protection Shutdown                                                                                                                                                                                                       |         |        |
|         |      | N21450 P026 NO...Gear Down Protection                                                                                                                                                                                                             |         |        |
|         |      | N21460 P046 1400.Max PTO Speed                                                                                                                                                                                                                    |         |        |
|         |      | N21470 P062 NO...Cruise Control Auto Resume                                                                                                                                                                                                       |         |        |
|         |      | N21480 P068 NO...Auto Engine Brake in Cruise                                                                                                                                                                                                      |         |        |
|         |      | N21500 N209 0....Expiration Distance                                                                                                                                                                                                              |         |        |
|         |      | N21510 P520 YES..Enable Idle Shutdown Park Brake Set                                                                                                                                                                                              |         |        |
|         |      | N21520 P030 5....Timer Setting                                                                                                                                                                                                                    |         |        |
|         |      | N21530 P233 YES..Enable Impending Shutdown Warning                                                                                                                                                                                                |         |        |
|         |      | N21540 P234 60...Timer For Impending Shutdown Warning                                                                                                                                                                                             |         |        |
|         |      | N21550 P516 35...Engine Load Threshold                                                                                                                                                                                                            |         |        |
|         |      | N21570 P031 NO...Idle Shutdown Manual Overrule                                                                                                                                                                                                    |         |        |
|         |      | N21590 P230 YES..Enable Hot Ambient Automatic Overrule                                                                                                                                                                                            |         |        |
|         |      | N21610 P172 40...Low Ambient Temperature Threshold                                                                                                                                                                                                |         |        |
|         |      | N21620 P173 60...Intermediate Ambient Temperature Threshold                                                                                                                                                                                       |         |        |
|         |      | N21630 P171 80...High Ambient Temperature Threshold                                                                                                                                                                                               |         |        |
| 2091305 | O    | <b>Engine Idle Shutdown Timer Enabled</b>                                                                                                                                                                                                         | 0       | 0      |
| 2091315 | O    | <b>Enable EIST Ambient Temp Overrule</b>                                                                                                                                                                                                          | 0       | 0      |
| 2091372 | O    | <b>Eff EIST NA Expiration Miles</b>                                                                                                                                                                                                               | 0       | 0      |
| 2091640 | O    | <b>Effective VSL Setting NA</b>                                                                                                                                                                                                                   | 0       | 0      |
| 2140150 | O    | <b>Remote PTO And Throttle Provision</b>                                                                                                                                                                                                          | 17      | 0      |
| 2140200 | O    | <b>CARB Engine Idling Compliance</b><br>PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard. | 0       | 0      |
| 2513060 | S    | <b>PACCAR 160 Amp Alternator, Brushed</b>                                                                                                                                                                                                         | 0       | 0      |
| 2522050 | S    | <b>PACCAR 12V Starter</b>                                                                                                                                                                                                                         | 0       | 0      |
| 2538030 | S    | <b>2 PACCAR Premium 12V Starting Batteries 2000 CCA</b><br>Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.                                                                      | 0       | 0      |
| 2621090 | S    | <b>DM Advantage ON/OFF Fan Clutch</b>                                                                                                                                                                                                             | 0       | 0      |
| 2723210 | S    | <b>18.7 CFM Air Compressor</b><br>N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.                                                                                                                   | 0       | 0      |
| 2921160 | S    | <b>Spin-On Fuel/Water Separator</b>                                                                                                                                                                                                               | 0       | 0      |
| 2921210 | S    | <b>No Fluid Heat Option for Fuel Filter</b>                                                                                                                                                                                                       | 0       | 0      |
| 2921310 | S    | <b>No Electric Heat Option for Fuel Filter</b>                                                                                                                                                                                                    | 0       | 0      |
| 3010400 | O    | <b>Engine Protection Shutdown</b><br>Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.                                                                                                                | 4       | 0      |

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|-------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| 3114270                             | S    | <b>High Efficiency Cooling System</b><br>Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. KlimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in. | 0       | 0      |
| 3211120                             | S    | <b>Radial Seal, Dry Type Air Cleaner, Frontal</b><br>Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0       | 0      |
| 3365290                             | O    | <b>Exhaust Single RH Horizontal</b><br>DPF/SCR RH Under Frame (2017).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | -485    | -158   |
| <b>Transmission &amp; Equipment</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |
| 4051710                             | O    | <b>Allison 2500 RDS-P Transmission, Gen 5</b><br>Rugged Duty Series. Includes Allison Shift Performance, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes dash mounted indicator light when the transmission fluid, filter or clutches need service. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-3.51, 2nd-1.90, 3rd-1.44, 4th-1.00, 5th-0.74, 6th-0.64 / Reverse Ratios: DR-(5.09)                                                                                                                                                                                                                                                                                     | 3,672   | -170   |
| 4210080                             | S    | <b>1710 HD Driveline, 1 Midship Bearing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0       | 0      |
| 4233030                             | O    | <b>(1) Dash Mounted Single Acting Air PTO Control</b><br>Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge. Specing PTO switch does not ensure the PTO will fit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 56      | 0      |
| 4250720                             | O    | <b>Allison FuelSense Not Desired</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0       | 0      |
| 4256880                             | O    | <b>Allison 6-Speed Configuration</b><br>Wide ratio gears. 2500 series transmissions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0       | 0      |
| 4256920                             | O    | <b>Dash Mounted Push Button Shifter</b><br>Available with Allison Transmissions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 619     | 0      |
| <b>Air &amp; Trailer Equipment</b>  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |        |
| 4510320                             | S    | <b>Bendix AD-IS Air Dryer W/Heater</b><br>And Coalescing Filter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0       | 0      |
| 4520420                             | O    | <b>Pull Cords All Air Tanks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 6       | 0      |
| 4540420                             | S    | <b>Nylon Chassis Hose</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0       | 0      |

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| Data                            | Code | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ List | Weight |
|---------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| 4543320                         | S    | <b>Steel Painted Air Tanks</b><br>All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed. | 0       | 0      |
| 4611930                         | O    | <b>Body Connections 5ft BOC</b><br>Junction Box contains light and power circuits for Body Connections located 5ft from BOC.                                                                                                                                                                                                                                                                                                                                                           | 132     | 4      |
| <b>Tires &amp; Wheels</b>       |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |
| 5068960                         | O    | <b>FF: BR 16ply 255/70R22.5 R250ED</b><br>Diameter = 36.7 inches; SLR = 17.2 inches                                                                                                                                                                                                                                                                                                                                                                                                    | 92      | -40    |
| 5166250                         | O    | <b>RR: BR 16ply 255/70R22.5 M726</b><br>Diameter = 37.3 inches; SLR = 17.4 inches                                                                                                                                                                                                                                                                                                                                                                                                      | 120     | -52    |
| 5190004                         | O    | <b>Code-rear Tire Qty 04</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0       | 0      |
| 5211990                         | S    | <b>FF: Accu-Lite Steel Armor 51408PK 22.5X8.25</b><br>PHP10-2 hand holes                                                                                                                                                                                                                                                                                                                                                                                                               | 0       | 0      |
| 5311990                         | S    | <b>RR: Accu-Lite Steel Armor 51408PK 22.5X8.25</b><br>PHP10-2 hand holes                                                                                                                                                                                                                                                                                                                                                                                                               | 0       | 0      |
| 5390004                         | O    | <b>Code-rear Rim Qty 04</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0       | 0      |
| <b>Fuel Tanks</b>               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |
| 5571020                         | O    | <b>45 Gallon Rectangular Fuel Tank RH U/C</b>                                                                                                                                                                                                                                                                                                                                                                                                                                          | 169     | 0      |
| 5601045                         | O    | <b>Location RH U/C 45 Gallon</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0       | 0      |
| 5652900                         | O    | <b>DEF Tank Mounted LH Under Cab</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 76      | 0      |
| 5652990                         | O    | <b>Standard DEF To Fuel Ratio 2:1 Or Greater</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0       | 0      |
| 5655059                         | S    | <b>DEF Tank Rectangular</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0       | 0      |
| <b>Battery Box &amp; Bumper</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |
| 6021000                         | S    | <b>Steel Battery Box LH Under Cab, Non-Slip Step</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0       | 0      |
| 6030150                         | O    | <b>Rubber Battery Pad In Bottom Of (1) Battery Box</b><br>Mat in box that holds batteries only                                                                                                                                                                                                                                                                                                                                                                                         | 9       | 2      |
| 6121180                         | S    | <b>Steel Styled Aero Bumper Painted Cab Color</b><br>2 Tow pins                                                                                                                                                                                                                                                                                                                                                                                                                        | 0       | 0      |
| <b>Cab &amp; Equipment</b>      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |
| 6510110                         | S    | <b>Alum Cab 108in BBC Metton Hood w/Bright Crown</b><br>Includes view window RH door and convex mirror over RH door.                                                                                                                                                                                                                                                                                                                                                                   | 0       | 0      |
| 6540160                         | O    | <b>Thermal Insulation Package in Cab</b><br>Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.                                                                                                                                                                                                                                                                                                                                           | 19      | 2      |
| 6911700                         | S    | <b>Peterbilt UltraRide Driver Seat</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0       | 0      |
| 6923160                         | S    | <b>(2) Person Passenger Seat</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0       | 0      |

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|---------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| 6930500 | O    | <b>Drivers Armrest - RH Only</b><br>Required in Model 587 with Evolution LX seats. Optional with Evolution ST and Rolltek Seats.                                                                                                                                                                                                                                                                                                                                                                                                                            | 40      | 2      |
| 6939400 | O    | <b>Air Ride Driver</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 195     | 0      |
| 6939420 | S    | <b>High Back Driver</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0       | 0      |
| 6939470 | S    | <b>Vinyl Driver</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0       | 0      |
| 6939510 | S    | <b>Non-Air Ride Passenger</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0       | 0      |
| 6939540 | S    | <b>Low Back Passenger</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0       | 0      |
| 6939570 | S    | <b>Vinyl Passenger</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0       | 0      |
| 7000015 | S    | <b>Adjustable Steering Column - Tilt Only</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0       | 0      |
| 7001620 | S    | <b>Steering Wheel with Peterbilt Logo</b><br>Steering Wheel with embossed Peterbilt logo over horn button.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0       | 0      |
| 7036120 | S    | <b>Interior Grey/Black</b><br>Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash. | 0       | 0      |
| 7210540 | S    | <b>Day Cab Rear Window</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0       | 0      |
| 7230060 | S    | <b>One Piece Curved Windshield</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0       | 0      |
| 7322010 | S    | <b>Combo Fresh Air Heater/Air Conditioner</b><br>With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.                                                                                                                                                                                                                                                                                                                                                           | 0       | 0      |
| 7330700 | O    | <b>Peterbilt Comfort Control - Cab</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 21      | 6      |
| 7510010 | S    | <b>Stainless Steel Mirrors 7x16</b><br>Right Click on Option to See Picture in Product Portfolio.                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0       | 0      |
| 7560850 | O    | <b>(2) Convex 8 Inch SS Mirrors</b><br>Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.                                                                                                                                                                                                                                                                                                                                                                            | 239     | 4      |
| 7610020 | O    | <b>(1) Air Horn 15in Painted</b><br>Mounted under cab.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 169     | 8      |
| 7725710 | O    | <b>Standard Speaker Package For Cab</b><br>(2) Speakers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 118     | 4      |
| 7725715 | O    | <b>ConcertClass Without CD, Includes BT Phone and</b><br>Audio, AM/FM, WB, USB and MP3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 323     | 10     |
| 7788140 | O    | <b>Radio Antenna Mounted on LH Mirror Bracket</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 32      | 0      |
| 7850210 | O    | <b>Plug-In Auto Reset Circuit Breaker</b><br>in place of fuses in junction box.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 40      | 0      |

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|----------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| 7851480                                | S    | <b>Peterbilt Electric Windshield Wipers</b><br>With Intermittent Feature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0       | 0      |
| 7900090                                | O    | <b>Triangle Reflector Kit Shipped Loose</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 17      | 13     |
| 7900270                                | O    | <b>Fire Extinguisher; Cab Mounted</b><br>Hazmat approved UL listed/rated ABC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 85      | 8      |
| 7901130                                | O    | <b>Backup Alarm (107dB)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 56      | 3      |
| 8011400                                | O    | <b>Main Transmission Oil Temperature Gauge</b><br>Located in Driver Information Display                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 12      | 0      |
| 8021380                                | S    | <b>Air Restriction Indicator</b><br>Mounted on air cleaner, intake piping, or firewall.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0       | 0      |
| 8071340                                | O    | <b>Bright Bezel Gauges</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 86      | 0      |
| 8071510                                | O    | <b>(1) Additional Electric Switch Without Wiring</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 22      | 0      |
| 8071870                                | S    | <b>Main Instrumentation Panel, Graphics Display</b><br>Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges. | 0       | 0      |
| 8111110                                | S    | <b>Headlights Composite Fender Mounted</b><br>Integral Park, Turn, and Side Marker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0       | 0      |
| 8120980                                | S    | <b>(5) Marker Lights, Aero LED</b><br>Light Emitting Diodes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0       | 0      |
| 8140120                                | S    | <b>Incandescent Square Stop/Turn/Tail/Backup</b><br>LH/RH Square EOF or Dropped A-Brace                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0       | 0      |
| <b>Paint</b>                           |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |        |
| 8500710                                | O    | <b>Standard Paint Color Selection</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | -200    | 0      |
| 8530770                                | S    | <b>(1) Color Axalta Two Stage - Cab/Hood</b><br>Base Coat/Clear Coat<br>N85020 A - L0006EY WHITE<br>N85400 HOOD TOP L0006EY WHITE<br>N85500 CAB ROOF L0006EY WHITE<br>N85200 FRAME N0001EA BLACK<br>N85700 BUMPER L0006EY WHITE<br>N85300 FENDER L0006EY WHITE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0       | 0      |
| <b>Options Not Subject To Discount</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |        |
| 9400091                                | S    | <b>Peterbilt Class 7 Standard Coverage</b><br>1 year/Unlimited Miles/km                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0       | 0      |

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

|                 |                      |                   |                 |           |
|-----------------|----------------------|-------------------|-----------------|-----------|
| Printed:        | 2/15/2018 1:42:47 PM | <b>Incomplete</b> | Model Number:   | Model 337 |
| Effective Date: | Jan 1, 2018          |                   | Quote/DTPO/CO:  | Q74255418 |
| Prepared by:    | Administrator        |                   | Version Number: | 36.10     |



| Data                                                       | Code | Description                                                                   | \$ List  | Weight |
|------------------------------------------------------------|------|-------------------------------------------------------------------------------|----------|--------|
| 9400093                                                    | O    | <b>PACCAR PX-7 Standard Coverage</b><br>3 years/Unlimited Miles/Unlimited hrs | 0        | 0      |
| <b>Miscellaneous</b>                                       |      |                                                                               |          |        |
| 9409800                                                    | O    | <b>2017 EPA Emissions Engine</b><br>Warranty Only                             | 0        | 0      |
| 9409960                                                    | O    | <b>Presentation Created Using Featured Spec</b><br>For Model                  | 0        | 0      |
| Total Adjusted Price (W/O Freight & Warranty & Surcharges) |      |                                                                               | \$93,425 |        |
| Freight Charge                                             |      |                                                                               | \$2,200  |        |
| Options Not Subject to Discount                            |      |                                                                               | \$0      |        |
| Surcharges Not subject to Discount                         |      |                                                                               | \$0      |        |
| Total Weight                                               |      |                                                                               | 9752     |        |

**Prices and Specifications Subject to Change Without Notice.**

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|                 |                      |                   |                 |           |
|-----------------|----------------------|-------------------|-----------------|-----------|
| Printed:        | 2/15/2018 1:42:47 PM | <b>Incomplete</b> | Model Number:   | Model 337 |
| Effective Date: | Jan 1, 2018          |                   | Quote/DTPO/CO:  | Q74255418 |
| Prepared by:    | Administrator        |                   | Version Number: | 36.10     |

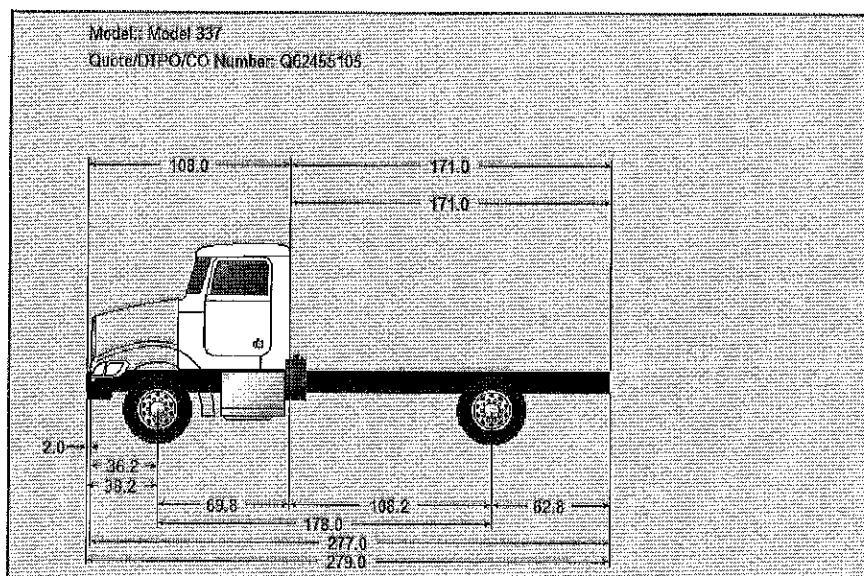


Rush Truck Center D551  
4200 Irving blvd

Dallas, Texas United States 75247  
Phone:  
Fax:  
Email:

Phone:  
Fax:  
Contact Email:  
Prepared for:

## Horizontal Dimensions



Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 2/15/2018 1:25:11 PM  
Effective Date: Jan 1, 2018  
Prepared by: Administrator

**Incomplete**

Model Number: Model 337  
Quote/DTPO/CO: Q62455105  
Version Number: 36.10



# Quote WTTLLC00008194 Page 1 of 1 Date 12/27/2017

Warren Truck and Trailer, LLC  
15768 US HIGHWAY 271 NORTH  
Talco TX 75487

Phone (888) 734-4400  
Fax (903) 379-4400  
WarrenTruckAndTrailer.com

| Bill To                                                                              | Ship To                                                                              | Contact                         |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------|
| SOUTHWEST INTERNATIONAL TRUCKS, INC.<br>2401 E PIONEER PARKWAY<br>ARLINGTON TX 76010 | SOUTHWEST INTERNATIONAL TRUCKS, INC.<br>2401 E PIONEER PARKWAY<br>ARLINGTON TX 76010 | TOM<br>(817) 461-2931 Ext. 0000 |

| Purchase Order No. |               | Customer ID                                                                                                                                                                                                                                                                                                                                                                                                       | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|--------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|---------------|---------------|------------|
|                    |               | SOU069                                                                                                                                                                                                                                                                                                                                                                                                            | MACK           | DELIVERED       | Net30         | 0/0/0000      | 10,013,783 |
| QTY                | Item Number   | Description                                                                                                                                                                                                                                                                                                                                                                                                       | UOM            | Unit Price      | Ext. Price    |               |            |
| 1                  | PLATFORM BODY | CITY OF COLLEYVILLE<br>DUMPING 14' PLATFORM BODY<br>3/16" SMOOTH STEEL FLOOR<br>14" TALL, REMOVABLE SIDES<br>BULKHEAD WITH SCREEN WINDOW<br>FOLD-DOWN TAILGATE<br>60" LED MODULAR LIGHT BAR 16 AMBER LED<br>w/ BUILT-IN TRAFFIC ARROW MOUNTED ON CAB<br>GUARD<br>PAINTED BLACK & INSTALLED ON TRUCK<br><br>DELIVERY OF COMPLETED UNIT TO<br>SWIT-DALLAS<br><br>DELIVERY CHARGES SHOWN IN SHIPPING<br>COLUMN BELOW | Each           | \$13,640.00     | \$13,640.00   |               |            |
| 1                  | HYDRAULICS    | MUNCIE CS SERIES POWER-TAKEOFF<br>PERMCO DUMP PUMP<br>WARREN TWIN TELESCOPIC HYDRAULIC<br>CYLINDERS<br>CAB CONTROLS<br>OIL TANK<br>HOSES, FITTINGS, & HYD. OIL                                                                                                                                                                                                                                                    | Each           | \$0.00          | \$0.00        |               |            |

Quotation reviewed and accepted by:  
(signed) \_\_\_\_\_  
Please fax back to us for entry as an order  
NOTE: Quotation good for 10 days only

|                    |                    |
|--------------------|--------------------|
| Subtotal           | \$13,640.00        |
| Misc               | \$0.00             |
| Tax                | \$0.00             |
| Ship & Handling    | \$325.00           |
| Trade In Allowance | \$0.00             |
| <b>Total</b>       | <b>\$13,965.00</b> |



**Prepared for:**  
Tim Mathis  
City of Colleyville  
100 Main St  
Colleyville, TX 76034  
Phone: 817-503-1373

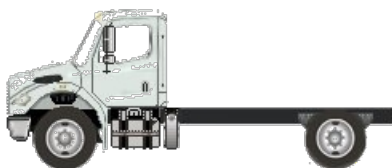
**Prepared by:**  
Michael McCarthy  
HOUSTON FREIGHTLINER,  
WESTERN STAR  
9550 NORTH LOOP EAST  
HOUSTON, TX 77029  
Phone: 713-580-8122

*A proposal for*  
**City of Colleyville**

*Prepared by*  
**HOUSTON FREIGHTLINER, WESTERN STAR**  
*Michael McCarthy*

*Feb 26, 2018*

**Freightliner M2 106**



Components shown may not reflect all spec'd options and are not to scale

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## S P E C I F I C A T I O N   P R O P O S A L

| Data Code                    | Description                                                                               | Weight<br>Front | Weight<br>Rear |
|------------------------------|-------------------------------------------------------------------------------------------|-----------------|----------------|
| <b>Price Level</b>           |                                                                                           |                 |                |
| PRL-17M                      | M2 PRL-17M (EFF:11/14/17)                                                                 |                 |                |
| <b>Data Version</b>          |                                                                                           |                 |                |
| DRL-013                      | SPECPRO21 DATA RELEASE VER 013                                                            |                 |                |
| <b>Vehicle Configuration</b> |                                                                                           |                 |                |
| 001-172                      | M2 106 CONVENTIONAL CHASSIS                                                               | 5,759           | 3,503          |
| 004-219                      | 2019 MODEL YEAR SPECIFIED                                                                 |                 |                |
| 002-004                      | SET BACK AXLE - TRUCK                                                                     |                 |                |
| 019-002                      | STRAIGHT TRUCK PROVISION                                                                  |                 |                |
| 003-001                      | LH PRIMARY STEERING LOCATION                                                              |                 |                |
| <b>General Service</b>       |                                                                                           |                 |                |
| AA1-002                      | TRUCK CONFIGURATION                                                                       |                 |                |
| AA6-001                      | DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)                    |                 |                |
| A85-010                      | UTILITY/REPAIR/MAINTENANCE SERVICE                                                        |                 |                |
| A84-1GM                      | GOVERNMENT BUSINESS SEGMENT                                                               |                 |                |
| AA4-011                      | FIXED LOAD COMMODITY                                                                      |                 |                |
| AA5-002                      | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS                 |                 |                |
| AB1-008                      | MAXIMUM 8% EXPECTED GRADE                                                                 |                 |                |
| AB5-001                      | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE |                 |                |
| 995-091                      | MEDIUM TRUCK WARRANTY                                                                     |                 |                |
| A66-99D                      | EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs                                                 |                 |                |
| A68-99D                      | EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs                                            |                 |                |
| A63-99D                      | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs                                      |                 |                |
| <b>Truck Service</b>         |                                                                                           |                 |                |

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| Data Code                    | Description                                                                                                       | Weight<br>Front | Weight<br>Rear |
|------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| AA3-030                      | FLATBED/PLATFORM BODY WITH LIFT/PULL<br>DEVICE                                                                    |                 |                |
| * AF3-999                    | CUSTOM MFR'S/BODY TYPE IDENTIFICATION<br>WARREN MFG                                                               |                 |                |
| AF7-99D                      | EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE<br>FRAME "XX" INCHES : 32.0 in                                              |                 |                |
| <b>Engine</b>                |                                                                                                                   |                 |                |
| 101-21V                      | CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660<br>LB/FT @ 1600 RPM                                                     |                 |                |
| <b>Electronic Parameters</b> |                                                                                                                   |                 |                |
| 79A-075                      | 75 MPH ROAD SPEED LIMIT                                                                                           |                 |                |
| 79B-000                      | CRUISE CONTROL SPEED LIMIT SAME AS ROAD<br>SPEED LIMIT                                                            |                 |                |
| 80J-002                      | REGEN INHIBIT SPEED THRESHOLD - 5 MPH                                                                             |                 |                |
| <b>Engine Equipment</b>      |                                                                                                                   |                 |                |
| 99C-017                      | 2016 ONBOARD DIAGNOSTICS/2010<br>EPA/CARB/FINAL GHG17 CONFIGURATION                                               |                 |                |
| 99D-009                      | 2008 CARB EMISSION CERTIFICATION - CLEAN<br>IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE<br>OF HOOD)                |                 |                |
| 13E-001                      | STANDARD OIL PAN                                                                                                  |                 |                |
| 105-001                      | ENGINE MOUNTED OIL CHECK AND FILL                                                                                 |                 |                |
| 133-004                      | ONE PIECE VALVE COVER                                                                                             |                 |                |
| 014-099                      | SIDE OF HOOD AIR INTAKE WITH FIREWALL<br>MOUNTED DONALDSON AIR CLEANER                                            |                 |                |
| 124-1D7                      | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD<br>ALTERNATOR WITH REMOTE BATTERY VOLT<br>SENSE                              |                 |                |
| 292-1D8                      | (2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT<br>MAINTENANCE FREE 1900 CCA THREADED<br>STUD BATTERIES, NON FCCC ONLY |                 |                |
| 290-017                      | BATTERY BOX FRAME MOUNTED                                                                                         |                 |                |
| 281-001                      | STANDARD BATTERY JUMPERS                                                                                          |                 |                |
| 282-001                      | SINGLE BATTERY BOX FRAME MOUNTED LH<br>SIDE UNDER CAB                                                             |                 |                |
| 291-017                      | WIRE GROUND RETURN FOR BATTERY CABLES<br>WITH ADDITIONAL FRAME GROUND RETURN                                      |                 |                |
| 289-001                      | NON-POLISHED BATTERY BOX COVER                                                                                    |                 |                |
| 293-058                      | POSITIVE LOAD DISCONNECT WITH CAB<br>MOUNTED CONTROL SWITCH MOUNTED<br>OUTBOARD DRIVER SEAT                       | 8               |                |

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| Data Code | Description                                                                                                     | Weight<br>Front | Weight<br>Rear |
|-----------|-----------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 107-032   | CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE                                         |                 |                |
| 108-002   | STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR                                                                     |                 |                |
| 131-013   | AIR COMPRESSOR DISCHARGE LINE                                                                                   |                 |                |
| 152-041   | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM                                                           |                 |                |
| 128-076   | CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH                             | 20              |                |
| 016-1C3   | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE            |                 |                |
| 28F-002   | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH |                 |                |
| 239-001   | STANDARD EXHAUST SYSTEM LENGTH                                                                                  |                 |                |
| 237-052   | RH STANDARD HORIZONTAL TAILPIPE                                                                                 |                 |                |
| 23U-001   | 6 GALLON DIESEL EXHAUST FLUID TANK                                                                              |                 |                |
| 30N-003   | 100 PERCENT DIESEL EXHAUST FLUID FILL                                                                           |                 |                |
| 43X-002   | LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION                                                      |                 |                |
| 23Y-001   | STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING                                                                     |                 |                |
| 43Y-001   | STANDARD DIESEL EXHAUST FLUID TANK CAP                                                                          |                 |                |
| 273-035   | HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH                                                               |                 |                |
| 276-001   | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED                                                   |                 |                |
| 110-003   | CUMMINS SPIN ON FUEL FILTER                                                                                     |                 |                |
| 118-001   | FULL FLOW OIL FILTER                                                                                            |                 |                |
| 266-078   | 950 SQUARE INCH ALUMINUM RADIATOR                                                                               |                 |                |
| 103-036   | ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT                                          |                 |                |
| 171-007   | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT                                                                   |                 |                |
| 172-001   | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES                                                                  |                 |                |
| 270-016   | RADIATOR DRAIN VALVE                                                                                            |                 |                |
| 168-002   | LOWER RADIATOR GUARD                                                                                            |                 |                |
| 134-001   | ALUMINUM FLYWHEEL HOUSING                                                                                       |                 |                |
| 132-004   | ELECTRIC GRID AIR INTAKE WARMER                                                                                 |                 |                |

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| Data Code                     | Description                                                                                                                        | Weight<br>Front | Weight<br>Rear |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 155-057                       | DELCO 12V 29MT STARTER WITH INTEGRATED<br>MAGNETIC SWITCH                                                                          |                 |                |
| <b>Transmission</b>           |                                                                                                                                    |                 |                |
| 342-584                       | ALLISON 3500 RDS AUTOMATIC TRANSMISSION<br>WITH PTO PROVISION                                                                      | 200             | 60             |
| <b>Transmission Equipment</b> |                                                                                                                                    |                 |                |
| 343-339                       | ALLISON VOCATIONAL PACKAGE 223 -<br>AVAILABLE ON 3000/4000 PRODUCT FAMILIES<br>WITH VOCATIONAL MODELS RDS, HS, MH AND<br>TRV       |                 |                |
| 84B-012                       | ALLISON VOCATIONAL RATING FOR ON/OFF<br>HIGHWAY APPLICATIONS AVAILABLE WITH ALL<br>PRODUCT FAMILIES                                |                 |                |
| 84C-023                       | PRIMARY MODE GEARS, LOWEST GEAR 1,<br>START GEAR 1, HIGHEST GEAR 6, AVAILABLE<br>FOR 3000/4000 PRODUCT FAMILIES ONLY               |                 |                |
| 84D-023                       | SECONDARY MODE GEARS, LOWEST GEAR 1,<br>START GEAR 1, HIGHEST GEAR 6, AVAILABLE<br>FOR 3000/4000 PRODUCT FAMILIES ONLY             |                 |                |
| 84E-000                       | PRIMARY SHIFT SCHEDULE RECOMMENDED BY<br>DTNA AND ALLISON, THIS DEFINED BY ENGINE<br>AND VOCATIONAL USAGE                          |                 |                |
| 84F-000                       | SECONDARY SHIFT SCHEDULE<br>RECOMMENDED BY DTNA AND ALLISON, THIS<br>DEFINED BY ENGINE AND VOCATIONAL USAGE                        |                 |                |
| 84G-000                       | PRIMARY SHIFT SPEED RECOMMENDED BY<br>DTNA AND ALLISON, THIS DEFINED BY ENGINE<br>AND VOCATIONAL USAGE                             |                 |                |
| 84H-000                       | SECONDARY SHIFT SPEED RECOMMENDED BY<br>DTNA AND ALLISON, THIS DEFINED BY ENGINE<br>AND VOCATIONAL USAGE                           |                 |                |
| 84L-000                       | LOAD BASED SHIFT SCHEDULE AND VEHICLE<br>ACCELERATION CONTROL RECOMMENDED BY<br>DTNA AND ALLISON, THIS DEFINED<br>VOCATIONAL USAGE |                 |                |
| 84N-000                       | NEUTRAL AT STOP - DISABLED, FUELSense -<br>DISABLED                                                                                |                 |                |
| 84U-000                       | DRIVER SWITCH INPUT - DEFAULT - NO<br>SWITCHES                                                                                     |                 |                |
| 84V-001                       | DIRECTION CHANGE ENABLED WITH<br>MULTIPLEXED SERVICE BRAKES - ALLISON 5TH<br>GEN TRANSMISSIONS                                     |                 |                |
| 353-022                       | VEHICLE INTERFACE WIRING CONNECTOR<br>WITHOUT BLUNT CUTS, AT BACK OF CAB                                                           |                 |                |
| 34C-001                       | ELECTRONIC TRANSMISSION CUSTOMER<br>ACCESS CONNECTOR FIREWALL MOUNTED                                                              |                 |                |



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| Data Code | Description                                                              | Weight<br>Front | Weight<br>Rear |
|-----------|--------------------------------------------------------------------------|-----------------|----------------|
| 362-035   | CUSTOMER INSTALLED CHELSEA 277 SERIES PTO                                |                 |                |
| 363-001   | PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION                               |                 |                |
| 341-018   | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN |                 |                |
| 345-003   | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED                       |                 |                |
| 97G-004   | TRANSMISSION PROGNOSTICS - ENABLED 2013                                  |                 |                |
| 370-015   | WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK                   |                 |                |
| 346-003   | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK          |                 |                |
| 35T-001   | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)                         |                 |                |

#### Front Axle and Equipment

|         |                                                                      |
|---------|----------------------------------------------------------------------|
| 400-1A6 | DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE |
| 402-020 | MERITOR 15X4 Q+ CAM FRONT BRAKES                                     |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING                                      |
| 419-023 | CONMET CAST IRON FRONT BRAKE DRUMS                                   |
| 409-006 | FRONT OIL SEALS                                                      |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL       |
| 416-022 | STANDARD SPINDLE NUTS FOR ALL AXLES                                  |
| 405-002 | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS                              |
| 536-050 | TRW THP-60 POWER STEERING                                            |
| 539-003 | POWER STEERING PUMP                                                  |
| 534-015 | 2 QUART SEE THROUGH POWER STEERING RESERVOIR                         |
| 40T-001 | ORGANIC SAE 80/90 FRONT AXLE LUBE                                    |

#### Front Suspension

|         |                                                     |    |
|---------|-----------------------------------------------------|----|
| 620-1F0 | 12,000# DUAL TAPERLEAF FRONT SUSPENSION             | 42 |
| 619-005 | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION |    |
| 410-001 | FRONT SHOCK ABSORBERS                               |    |

#### Rear Axle and Equipment

|         |                                             |     |
|---------|---------------------------------------------|-----|
| 420-051 | RS-23-160 23,000# R-SERIES SINGLE REAR AXLE | 180 |
|---------|---------------------------------------------|-----|

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Phone: 713-580-8122

| Data Code              | Description                                                                             | Weight<br>Front | Weight<br>Rear |
|------------------------|-----------------------------------------------------------------------------------------|-----------------|----------------|
| 421-538                | 5.38 REAR AXLE RATIO                                                                    |                 |                |
| 424-001                | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING                                       |                 |                |
| 386-076                | MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES                      |                 |                |
| 423-020                | MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES          |                 |                |
| 433-002                | NON-ASBESTOS REAR BRAKE LINING                                                          |                 |                |
| 434-011                | BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)                                |                 |                |
| 451-023                | CONMET CAST IRON REAR BRAKE DRUMS                                                       |                 |                |
| 440-006                | REAR OIL SEALS                                                                          |                 |                |
| 426-100                | WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS                         |                 |                |
| 428-002                | MERITOR AUTOMATIC REAR SLACK ADJUSTERS                                                  |                 |                |
| 41T-001                | ORGANIC SAE 80/90 REAR AXLE LUBE                                                        |                 |                |
| <b>Rear Suspension</b> |                                                                                         |                 |                |
| 622-1MJ                | 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER |                 | 110            |
| 621-001                | SPRING SUSPENSION - NO AXLE SPACERS                                                     |                 |                |
| 431-001                | STANDARD AXLE SEATS IN AXLE CLAMP GROUP                                                 |                 |                |
| <b>Brake System</b>    |                                                                                         |                 |                |
| 018-002                | AIR BRAKE PACKAGE                                                                       |                 |                |
| 490-100                | WABCO 4S/4M ABS WITHOUT TRACTION CONTROL                                                |                 |                |
| 871-001                | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES                         |                 |                |
| 904-001                | FIBER BRAID PARKING BRAKE HOSE                                                          |                 |                |
| 412-001                | STANDARD BRAKE SYSTEM VALVES                                                            |                 |                |
| 46D-002                | STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM                                          |                 |                |
| 413-002                | STD U.S. FRONT BRAKE VALVE                                                              |                 |                |
| 432-003                | RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE                    |                 |                |
| 480-009                | BW AD-9 BRAKE LINE AIR DRYER WITH HEATER                                                | 20              |                |
| 479-015                | AIR DRYER FRAME MOUNTED                                                                 |                 |                |
| 460-001                | STEEL AIR BRAKE RESERVOIRS                                                              |                 |                |

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| Data Code                    | Description                                                                       | Weight<br>Front | Weight<br>Rear |
|------------------------------|-----------------------------------------------------------------------------------|-----------------|----------------|
| 477-004                      | PULL CABLES ON ALL AIR RESERVOIR(S)                                               |                 |                |
| <b>Trailer Connections</b>   |                                                                                   |                 |                |
| 335-004                      | UPGRADED CHASSIS MULTIPLEXING UNIT                                                |                 |                |
| 32A-002                      | UPGRADED BULKHEAD MULTIPLEXING UNIT                                               |                 |                |
| <b>Wheelbase &amp; Frame</b> |                                                                                   |                 |                |
| 545-442                      | 4425MM (174 INCH) WHEELBASE                                                       |                 |                |
| 546-101                      | 11/32X3-1/2X10-15/16 INCH STEEL FRAME<br>(8.73MMX277.8MM/0.344X10.94 INCH) 120KSI | 10              | 120            |
| 552-030                      | 1600MM (63 INCH) REAR FRAME OVERHANG                                              |                 |                |
| 55W-006                      | FRAME OVERHANG RANGE: 61 INCH TO 70 INCH                                          |                 |                |
| AC8-99D                      | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :<br>108.45 in                           |                 |                |
| AE8-99D                      | CALCULATED EFFECTIVE BACK OF CAB TO<br>REAR SUSPENSION C/L (CA) : 105.45 in       |                 |                |
| AE4-99D                      | CALC'D FRAME LENGTH - OVERALL : 266.39                                            |                 |                |
| AM6-99D                      | CALC'D SPACE AVAILABLE FOR DECKPLATE :<br>108.45 in                               |                 |                |
| FSS-0LH                      | CALCULATED FRAME SPACE LH SIDE : 113.85<br>in                                     |                 |                |
| FSS-0RH                      | CALCULATED FRAME SPACE RH SIDE : 93.82 in                                         |                 |                |
| 553-001                      | SQUARE END OF FRAME                                                               |                 |                |
| 550-001                      | FRONT CLOSING CROSSMEMBER                                                         |                 |                |
| 559-001                      | STANDARD WEIGHT ENGINE CROSSMEMBER                                                |                 |                |
| 562-001                      | STANDARD MIDSHIP #1 CROSSMEMBER(S)                                                |                 |                |
| 572-001                      | STANDARD REARMOST CROSSMEMBER                                                     |                 |                |
| 565-001                      | STANDARD SUSPENSION CROSSMEMBER                                                   |                 |                |
| <b>Chassis Equipment</b>     |                                                                                   |                 |                |
| 556-1AP                      | THREE-PIECE 14 INCH PAINTED STEEL<br>BUMPER WITH COLLAPSIBLE ENDS                 | 30              |                |
| 558-001                      | FRONT TOW HOOKS - FRAME MOUNTED                                                   | 15              |                |
| 574-001                      | BUMPER MOUNTING FOR SINGLE LICENSE<br>PLATE                                       |                 |                |
| 586-024                      | FENDER AND FRONT OF HOOD MOUNTED<br>FRONT MUDFLAPS                                |                 |                |
| 551-007                      | GRADE 8 THREADED HEX HEADED FRAME<br>FASTENERS                                    |                 |                |
| <b>Fuel Tanks</b>            |                                                                                   |                 |                |
| 204-215                      | 50 GALLON/189 LITER SHORT RECTANGULAR<br>ALUMINUM FUEL TANK - LH                  | 20              |                |

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| Data Code           | Description                                                                                   | Weight<br>Front | Weight<br>Rear |
|---------------------|-----------------------------------------------------------------------------------------------|-----------------|----------------|
| 218-005             | RECTANGULAR FUEL TANK(S)                                                                      |                 |                |
| 215-005             | PLAIN ALUMINUM/PAINTED STEEL<br>FUEL/HYDRAULIC TANK(S) WITH PAINTED<br>BANDS                  |                 |                |
| 212-007             | FUEL TANK(S) FORWARD                                                                          |                 |                |
| 664-001             | PLAIN STEP FINISH                                                                             |                 |                |
| 205-001             | FUEL TANK CAP(S)                                                                              |                 |                |
| 122-1J2             | DETROIT FUEL/WATER SEPARATOR WITH<br>WATER IN FUEL SENSOR AND HAND PRIMER                     | -5              |                |
| 216-020             | EQUIFLO INBOARD FUEL SYSTEM                                                                   |                 |                |
| 11F-998             | NO NATURAL GAS VEHICLE FUEL TANK VENT<br>LINE/STACK                                           |                 |                |
| 202-016             | HIGH TEMPERATURE REINFORCED NYLON<br>FUEL LINE                                                |                 |                |
| <b>Tires</b>        |                                                                                               |                 |                |
| 093-1G4             | MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT<br>TIRES                                            | 12              |                |
| 094-1UX             | MICHELIN X MULTI D 11R22.5 14 PLY RADIAL<br>REAR TIRES                                        |                 | 96             |
| <b>Hubs</b>         |                                                                                               |                 |                |
| 418-060             | CONMET PRESET PLUS PREMIUM IRON FRONT<br>HUBS                                                 |                 |                |
| 450-060             | CONMET PRESET PLUS PREMIUM IRON REAR<br>HUBS                                                  |                 |                |
| <b>Wheels</b>       |                                                                                               |                 |                |
| 502-545             | MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT<br>6.13 INSET 2-HAND HD STEEL DISC FRONT<br>WHEELS | 40              |                |
| 505-545             | MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT<br>2-HAND HD STEEL DISC REAR WHEELS                |                 | 80             |
| 496-011             | FRONT WHEEL MOUNTING NUTS                                                                     |                 |                |
| 497-011             | REAR WHEEL MOUNTING NUTS                                                                      |                 |                |
| <b>Cab Exterior</b> |                                                                                               |                 |                |
| 829-071             | 106 INCH BBC FLAT ROOF ALUMINUM<br>CONVENTIONAL CAB                                           |                 |                |
| 650-008             | AIR CAB MOUNTING                                                                              |                 |                |
| 648-002             | NONREMOVABLE BUGSCREEN MOUNTED<br>BEHIND GRILLE                                               |                 |                |
| 678-001             | LH AND RH GRAB HANDLES                                                                        |                 |                |
| 646-009             | PAINTED PLASTIC GRILLE                                                                        |                 |                |

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| Data Code | Description                                                                                    | Weight<br>Front | Weight<br>Rear |
|-----------|------------------------------------------------------------------------------------------------|-----------------|----------------|
| 65X-001   | ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE                                                   |                 |                |
| 644-004   | FIBERGLASS HOOD                                                                                |                 |                |
| 690-002   | TUNNEL/FIREWALL LINER                                                                          |                 |                |
| 727-1AH   | SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED                                            | 4               |                |
| 726-001   | SINGLE ELECTRIC HORN                                                                           |                 |                |
| 728-001   | SINGLE HORN SHIELD                                                                             |                 |                |
| 657-001   | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME                                                  |                 |                |
| 575-001   | REAR LICENSE PLATE MOUNT END OF FRAME                                                          |                 |                |
| 312-043   | INTEGRAL HEADLIGHT/MARKER ASSEMBLY                                                             |                 |                |
| 302-047   | LED AERODYNAMIC MARKER LIGHTS                                                                  |                 |                |
| 311-001   | DAYTIME RUNNING LIGHTS                                                                         |                 |                |
| 294-042   | FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS |                 | 5              |
| 300-015   | STANDARD FRONT TURN SIGNAL LAMPS                                                               |                 |                |
| 744-1BH   | DUAL WEST COAST MOLDED-IN COLOR MIRRORS                                                        |                 |                |
| 797-001   | DOOR MOUNTED MIRRORS                                                                           |                 |                |
| 796-001   | 102 INCH EQUIPMENT WIDTH                                                                       |                 |                |
| 74B-079   | RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS                    | 4               |                |
| 729-001   | STANDARD SIDE/REAR REFLECTORS                                                                  |                 |                |
| 768-043   | 63X14 INCH TINTED REAR WINDOW                                                                  |                 |                |
| 661-004   | TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS                                 |                 |                |
| 654-003   | MANUAL DOOR WINDOW REGULATORS                                                                  |                 |                |
| 663-019   | 1-PIECE TINTED ROPED-IN WINDSHIELD                                                             |                 |                |
| 659-019   | 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED              |                 |                |

#### Cab Interior

|         |                                   |
|---------|-----------------------------------|
| 707-1AM | OPAL GRAY CLOTH INTERIOR          |
| 706-013 | MOLDED PLASTIC DOOR PANEL         |
| 708-013 | MOLDED PLASTIC DOOR PANEL         |
| 772-006 | BLACK MATS WITH SINGLE INSULATION |



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| Data Code | Description                                                                                              | Weight<br>Front | Weight<br>Rear |
|-----------|----------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 691-008   | FORWARD ROOF MOUNTED CONSOLE WITH<br>UPPER STORAGE COMPARTMENTS WITHOUT<br>NETTING                       |                 |                |
| 694-010   | IN DASH STORAGE BIN                                                                                      |                 |                |
| 742-007   | (2) CUP HOLDERS LH AND RH DASH                                                                           |                 |                |
| 680-006   | GRAY/CHARCOAL FLAT DASH                                                                                  |                 |                |
| 720-002   | 2-1/2 LB. FIRE EXTINGUISHER                                                                              | 5               |                |
| 700-002   | HEATER, DEFROSTER AND AIR CONDITIONER                                                                    |                 |                |
| 701-001   | STANDARD HVAC DUCTING                                                                                    |                 |                |
| 703-005   | MAIN HVAC CONTROLS WITH RECIRCULATION<br>SWITCH                                                          |                 |                |
| 170-015   | STANDARD HEATER PLUMBING                                                                                 |                 |                |
| 130-033   | DENSO HEAVY DUTY AIR CONDITIONER<br>COMPRESSOR                                                           |                 |                |
| 702-002   | BINARY CONTROL, R-134A                                                                                   |                 |                |
| 739-033   | STANDARD INSULATION                                                                                      |                 |                |
| 285-013   | SOLID-STATE CIRCUIT PROTECTION AND<br>FUSES                                                              |                 |                |
| 280-007   | 12V NEGATIVE GROUND ELECTRICAL SYSTEM                                                                    |                 |                |
| 324-014   | DOMELIGHT WITH 3-WAY SWITCH ACTIVATED<br>BY LH AND RH DOORS                                              |                 |                |
| 655-001   | CAB DOOR LATCHES WITH MANUAL DOOR<br>LOCKS                                                               |                 |                |
| 284-023   | (1) 12 VOLT POWER SUPPLY IN DASH                                                                         |                 |                |
| 722-002   | TRIANGULAR REFLECTORS WITHOUT FLARES                                                                     | 10              |                |
| 756-1J3   | BASIC HIGH BACK AIR SUSPENSION DRIVER<br>SEAT WITH MECHANICAL LUMBAR AND<br>INTEGRATED CUSHION EXTENSION | 30              |                |
| 760-235   | 2 MAN TOOL BOX MID BACK NON SUSPENSION<br>PASSENGER SEAT                                                 | 20              |                |
| 711-004   | LH AND RH INTEGRAL DOOR PANEL ARMRESTS                                                                   |                 |                |
| 758-014   | BLACK CORDURA PLUS CLOTH DRIVER SEAT<br>COVER                                                            |                 |                |
| 761-014   | BLACK CORDURA PLUS CLOTH PASSENGER<br>SEAT COVER                                                         |                 |                |
| 763-102   | HIGH VISIBILITY ORANGE SEAT BELTS                                                                        |                 |                |
| 532-002   | ADJUSTABLE TILT AND TELESCOPING<br>STEERING COLUMN                                                       | 10              |                |
| 540-015   | 4-SPOKE 18 INCH (450MM) STEERING WHEEL                                                                   |                 |                |
| 765-002   | DRIVER AND PASSENGER INTERIOR SUN<br>VISORS                                                              |                 |                |

## Instruments & Controls

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| Data Code | Description                                                                                        | Weight<br>Front | Weight<br>Rear |
|-----------|----------------------------------------------------------------------------------------------------|-----------------|----------------|
| 732-004   | GRAY DRIVER INSTRUMENT PANEL                                                                       |                 |                |
| 734-004   | GRAY CENTER INSTRUMENT PANEL                                                                       |                 |                |
| 870-001   | BLACK GAUGE BEZELS                                                                                 |                 |                |
| 486-001   | LOW AIR PRESSURE INDICATOR LIGHT AND<br>AUDIBLE ALARM                                              |                 |                |
| 840-002   | 2 INCH PRIMARY AND SECONDARY AIR<br>PRESSURE GAUGES                                                |                 |                |
| 198-025   | INTAKE MOUNTED AIR RESTRICTION<br>INDICATOR WITHOUT GRADUATIONS                                    |                 |                |
| 149-013   | ELECTRONIC CRUISE CONTROL WITH<br>SWITCHES IN LH SWITCH PANEL                                      |                 |                |
| 156-007   | KEY OPERATED IGNITION SWITCH AND<br>INTEGRAL START POSITION; 4 POSITION<br>OFF/RUN/START/ACCESSORY |                 |                |
| 811-042   | ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28<br>LED WARNING LAMPS AND DATA LINKED                    |                 |                |
| 160-038   | HEAVY DUTY ONBOARD DIAGNOSTICS<br>INTERFACE CONNECTOR LOCATED BELOW LH<br>DASH                     |                 |                |
| 844-001   | 2 INCH ELECTRIC FUEL GAUGE                                                                         |                 |                |
| 856-001   | ELECTRICAL ENGINE COOLANT TEMPERATURE<br>GAUGE                                                     |                 |                |
| 864-001   | 2 INCH TRANSMISSION OIL TEMPERATURE<br>GAUGE                                                       |                 |                |
| 830-017   | ENGINE AND TRIP HOUR METERS INTEGRAL<br>WITHIN DRIVER DISPLAY                                      |                 |                |
| 372-035   | (1) DASH MOUNTED PTO SWITCH WITH<br>INDICATOR LAMP                                                 | 5               |                |
| 852-002   | ELECTRIC ENGINE OIL PRESSURE GAUGE                                                                 |                 |                |
| 746-115   | AM/FM/WB WORLD TUNER RADIO WITH<br>BLUETOOTH AND USB AND AUXILIARY INPUTS,<br>J1939                | 10              |                |
| 747-001   | DASH MOUNTED RADIO                                                                                 |                 |                |
| 750-002   | (2) RADIO SPEAKERS IN CAB                                                                          |                 |                |
| 753-001   | AM/FM ANTENNA MOUNTED ON FORWARD LH<br>ROOF                                                        |                 |                |
| 810-027   | ELECTRONIC MPH SPEEDOMETER WITH<br>SECONDARY KPH SCALE, WITHOUT<br>ODOMETER                        |                 |                |
| 817-001   | STANDARD VEHICLE SPEED SENSOR                                                                      |                 |                |
| 812-001   | ELECTRONIC 3000 RPM TACHOMETER                                                                     |                 |                |
| 813-998   | NO VEHICLE PERFORMANCE MONITOR                                                                     | -5              |                |
| 162-011   | IDLE LIMITER, ELECTRONIC ENGINE                                                                    |                 |                |

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| Data Code | Description                                                                                                    | Weight<br>Front | Weight<br>Rear |
|-----------|----------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| 329-015   | ONE ON/OFF ROCKER SWITCH IN THE DASH WITH INDICATOR LIGHT AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT |                 |                |
| 836-015   | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY                                                           |                 |                |
| 660-008   | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY                                                              |                 |                |
| 304-001   | MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH                                                             |                 |                |
| 882-018   | ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR                       |                 |                |
| 299-013   | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE                               |                 |                |
| 298-039   | INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS                                |                 |                |

#### Design

|         |                        |
|---------|------------------------|
| 065-000 | PAINT: ONE SOLID COLOR |
|---------|------------------------|

#### Color

|         |                                                                    |
|---------|--------------------------------------------------------------------|
| 980-5F6 | CAB COLOR A: L0006EB WHITE ELITE BC                                |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT                      |
| 962-972 | POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) |
| 966-972 | POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  |
| 964-6Z7 | BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX                    |
| 963-003 | STANDARD E COAT/UNDERCOATING                                       |

#### Certification / Compliance

|         |                                                             |
|---------|-------------------------------------------------------------|
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS |
|---------|-------------------------------------------------------------|

#### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

### TOTAL VEHICLE SUMMARY

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### Weight Summary

|                             | Weight<br>Front | Weight<br>Rear | Total<br>Weight |
|-----------------------------|-----------------|----------------|-----------------|
| Factory Weight <sup>+</sup> | 6264 lbs        | 4154 lbs       | 10418 lbs       |
| Dealer Installed Options    | 0 lbs           | 0 lbs          | 0 lbs           |
| Total Weight <sup>+</sup>   | 6264 lbs        | 4154 lbs       | 10418 lbs       |

### Dealer Installed Options

|                                  | Weight<br>Front | Weight<br>Rear |
|----------------------------------|-----------------|----------------|
| WARREN DUMPING 14' PLATFORM BODY | 0               | 0              |
| Total Dealer Installed Options   | 0 lbs           | 0 lbs          |

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

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## Q U O T A T I O N

### M2 106 CONVENTIONAL CHASSIS

|                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SET BACK AXLE - TRUCK<br>CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM<br>ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION<br>RS-23-160 23,000# R-SERIES SINGLE REAR AXLE<br>23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER | DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE<br>12,000# DUAL TAPERLEAF FRONT SUSPENSION<br>106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB<br>4425MM (174 INCH) WHEELBASE<br>11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI<br>1600MM (63 INCH) REAR FRAME OVERHANG |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                  |                      |           | PER UNIT      |           | TOTAL         |
|----------------------------------|----------------------|-----------|---------------|-----------|---------------|
| VEHICLE PRICE                    | TOTAL # OF UNITS (1) | \$        | 72,265        | \$        | 72,265        |
| EXTENDED WARRANTY                |                      | \$        | 0             | \$        | 0             |
| DEALER INSTALLED OPTIONS         |                      | \$        | 13,965        | \$        | 13,965        |
| <b>CUSTOMER PRICE BEFORE TAX</b> |                      | <b>\$</b> | <b>86,230</b> | <b>\$</b> | <b>86,230</b> |

### TAXES AND FEES

|                |    |   |    |   |
|----------------|----|---|----|---|
| TAXES AND FEES | \$ | 0 | \$ | 0 |
| OTHER CHARGES  | \$ | 0 | \$ | 0 |

### TRADE-IN

|                    |    |     |    |     |
|--------------------|----|-----|----|-----|
| TRADE-IN ALLOWANCE | \$ | (0) | \$ | (0) |
|--------------------|----|-----|----|-----|

|                    |                         |           |               |           |               |
|--------------------|-------------------------|-----------|---------------|-----------|---------------|
| <b>BALANCE DUE</b> | <b>(LOCAL CURRENCY)</b> | <b>\$</b> | <b>86,230</b> | <b>\$</b> | <b>86,230</b> |
|--------------------|-------------------------|-----------|---------------|-----------|---------------|

Prepared By:  
 Adam Neuse  
 New Truck Sales  
 Houston Freightliner & Western Star  
 9550 North Loop East, Houston, TX 77029  
 (713) 580-8111 Office  
 (713) 672-9449 Fax  
 (713) 410-5658 Cell  
 adam.neuse@strhouston.com

X \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.





**Prepared for:**  
Tim Mathis  
City of Colleyville  
100 Main St  
Colleyville, TX 76034  
Phone: 817-503-1373

**Prepared by:**  
Michael McCarthy  
HOUSTON FREIGHTLINER,  
WESTERN STAR  
9550 NORTH LOOP EAST  
HOUSTON, TX 77029  
Phone: 713-580-8122

## Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

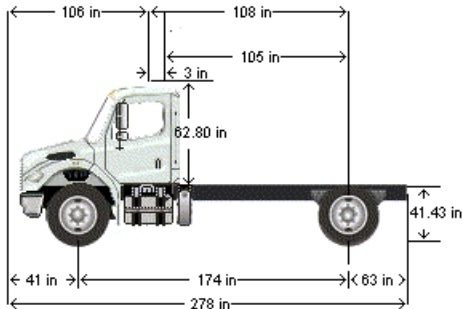
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

|                                      |                                                                                                      |
|--------------------------------------|------------------------------------------------------------------------------------------------------|
| Model .....                          | M2106                                                                                                |
| Wheelbase (545) .....                | 4425MM (174 INCH) WHEELBASE                                                                          |
| Rear Frame Overhang (552) .....      | 1600MM (63 INCH) REAR FRAME OVERHANG                                                                 |
| Fifth Wheel (578) .....              | NO FIFTH WHEEL                                                                                       |
| Mounting Location (577) .....        | NO FIFTH WHEEL LOCATION                                                                              |
| Maximum Forward Position (in) .....  | 0                                                                                                    |
| Maximum Rearward Position (in) ..... | 0                                                                                                    |
| Amount of Slide Travel (in) .....    | 0                                                                                                    |
| Slide Increment (in) .....           | 0                                                                                                    |
| Desired Slide Position (in) .....    | 0.0                                                                                                  |
| Cab Size (829) .....                 | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB                                                     |
| Sleeper (682) .....                  | NO SLEEPER BOX/SLEEPER CAB                                                                           |
| Exhaust System (016) .....           | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE |

TABLE SUMMARY - DIMENSIONS



**Prepared for:**  
Tim Mathis  
City of Colleyville  
100 Main St  
Colleyville, TX 76034  
Phone: 817-503-1373

**Prepared by:**  
Michael McCarthy  
HOUSTON FREIGHTLINER,  
WESTERN STAR  
9550 NORTH LOOP EAST  
HOUSTON, TX 77029  
Phone: 713-580-8122

| Dimensions                                                         | Inches |
|--------------------------------------------------------------------|--------|
| Bumper to Back of Cab (BBC)                                        | 106.3  |
| Bumper to Centerline of Front Axle (BA)                            | 40.7   |
| Min. Cab to Body Clearance (CB)                                    | 3.0    |
| Back of Cab to Centerline of Rear Axle(s) (CA)                     | 108.4  |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 105.4  |
| Back of Cab Protrusions (Exhaust/Intake) (CP)                      | 0.0    |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)             | 0.0    |
| Back of Cab Protrusions (CNG Tank)                                 | 0.0    |
| Back of Cab Clearance (CL)                                         | 3.0    |
| Back of Cab to End of Frame                                        | 171.4  |
| Cab Height (CH)                                                    | 62.8   |
| Wheelbase (WB)                                                     | 174.0  |
| Frame Overhang (OH)                                                | 63.0   |
| Overall Length (OAL)                                               | 277.7  |
| Rear Axle Spacing                                                  | 0.0    |
| Unladen Frame Height at Centerline of Rear Axle                    | 41.4   |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

## Equipment Replacement Program 2018

| Estimated Year of Replacement | Asset Number | Asset Description        | Model Year | Asset Make                | In Service Date | Current Miles/Hours |
|-------------------------------|--------------|--------------------------|------------|---------------------------|-----------------|---------------------|
| 2018                          | 523          | Truck light duty         | 2002       | Ford F150                 | 2002            | 93,067              |
|                               | 538*         | Riding mower             | 2003       | Toro 4500D                | 2003            | 3,179               |
|                               | 695          | Truck aerial lift        | 2001       | Ford F550 bucket truck    | 2002            | 104,916             |
|                               | 601          | Street sweeper           | 2009       | Elgin Whirlwind           | 2009            | 62,665              |
|                               | 601A         | Sweeper rear engine      | 2009       | John Deere                | 2009            | 9,260               |
|                               | 603          | Flat bed dump truck      | 1998       | GMC single axle dump      | 1998            | 67,562              |
|                               |              |                          |            |                           |                 |                     |
| 2019                          | 406          | Fire Command #2          | 2005       | Ford Excursion            | 2005            | 76,660              |
|                               | 674          | Crack sealer             | 2004       | Supershot 125DC           | 2004            | 2,408               |
|                               |              |                          |            |                           |                 |                     |
| 2020                          | 394          | Truck medium duty        | 2000       | Ford F350 DRW truck       | 2000            | 110,817             |
|                               | 526          | Truck medium duty        | 2001       | Ford F250 Super Cab truck | 2001            | 81,030              |
|                               | 531          | Grounds equipment        | 2005       | IR 252 Carry All          | 2005            | 2,194               |
|                               | 552          | Grounds equipment        | 2005       | Toro Workman              | 2005            | 1,229               |
|                               | 585*         | Truck medium duty        | 2000       | Ford F350 DRW dump        | 2000            | 28,150              |
|                               | 672S         | Street saw               | 2005       | Target V465               | 2005            | 297                 |
|                               | 685          | Heavy equip. Mower       | 1990       | Ford 3930                 | 1990            | 1,304               |
|                               | 803          | VAN                      | 2008       | Ford E350 T.V. van        | 2008            | 7,512               |
|                               | 807          | Truck light duty         | 2013       | Ford F150 Regular cab     | 2013            | 61,072              |
|                               |              |                          |            |                           |                 |                     |
| 2021                          | 408          | Fire Investigation       | 2009       | Ford Expedition           | 2009            | 73,191              |
|                               | 689          | Heavy equip. Skid loader | 2006       | New Holland               | 2006            | 949                 |
|                               | 813          | Grounds equipment        | 2001       | Kubota Zero turn mower    | 2001            | 767                 |
|                               |              |                          |            |                           |                 |                     |
| 2022                          | 507          | Passenger van            | 2010       | Ford E350 15 person van   | 2009            | 13,799              |
|                               | 525          | Truck medium duty        | 2001       | Ford F250 Super Cab truck | 2001            | 76,688              |
|                               | 546          | Riding mower             | 2007       | Toro 3100D 3 reel mower   | 2007            | 1,424               |
|                               | 692          | Truck medium duty        | 2009       | Ford F250 Crew Cab truck  | 2009            | 62,545              |
|                               | 891          | Hybrid Car               | 2007       | Toyota Pruis              | 2007            | 46,683              |
|                               |              |                          |            |                           |                 |                     |
| 2023                          | 556          | Grounds equipment        | 2008       | Toro Workman              | 2008            | 215                 |
|                               | 561          | Grounds equipment        | 2008       | Smithco groom             | 2008            | 486                 |
|                               | 613          | Electric sand spreader   | 2013       | Henderson 6.5 cu.yd.      | 2013            | N/A                 |
|                               | 661          | Heavy equip. Back hoe    | 2008       | Caterpillar 420E          | 2008            | 3,083               |
|                               | 707          | Hybrid SUV               | 2008       | Ford Escape               | 2008            | 22,051              |
|                               | 728          | Truck light duty         | 2015       | Ford F150                 | 2015            | 18,248              |

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

*Southwest International Trucks, Inc.*

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

*N/A*  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

*N/A*

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Jose L. Chabine Jr.*  
Signature of vendor doing business with the governmental entity

*3-23-18*  
Date



# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2018-329728

**Date Filed:**  
03/23/2018

**Date Acknowledged:**  
03/23/2018

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

Southwest International Trucks, Inc.  
Arlington, TX United States

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

City of Colleyville, Texas

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

2017IH4300  
truck

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Southwest International Trucks, Inc.  
Arlington, TX United States

**Certificate Number:**  
2018-329728

**Date Filed:**  
03/23/2018

**Date Acknowledged:**

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

City of Colleyville, Texas

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

2017H4300  
truck

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.**



### 6 UNSWORN DECLARATION

My name is Tom E. Claiborne, JR, and my date of birth is 3-26-43.

My address is 2401 E. Pioneer Pkwy Arlington Tx 76010 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 23 day of March, 2020.  
(month) (year)



Tom E. Claiborne, JR  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Colleyville City Council Agenda Briefing

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

---

**Agenda Number** 5a

**Agenda Date** 04/03/2018

**Number** Ordinance O-18-2037

**Type** Ordinance

**Department** Community Development

---

## **Title**

Consideration of an appeal of the Planning and Zoning Commission decision of a zoning change request from the R-40 Single Family Residential zoning district to the PUD-C Planned Unit Development-Commercial zoning district on a portion of Tract 1, Abstract 1154, of the R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC17-023 - WITHDRAWN BY APPLICANT

## **Strategic Plan**

There is no Strategic Plan connection for this item.

## **Explanation**

This item was withdrawn by the applicant per the attached request, on Thursday, March 29, 2018.

## **Financial Impact**

There is no financial impact to the City.

## **Recommendation**

Denial

## **Attachments**

1. Withdrawal - ZC17-023

**From:** Ben Bryner  
**Sent:** Thursday, March 29, 2018 2:32 PM  
**To:** Jerry Ducay; Mark Wood; Christine Loven  
**Subject:** FW: Advantage Storage - ZC17-023 - Withdrawal

**From:** Rick Jones [<mailto:rjones@advantagestorage.net>]  
**Sent:** Thursday, March 29, 2018 12:45 PM  
**To:** Felix Landry <[FLandry@colleyville.com](mailto:FLandry@colleyville.com)>  
**Cc:** Souder, Billye  
**Subject:** RE: Advantage Storage - ZC17-023

Felix,

As we discussed, please accept this email as our request to withdraw the PD zoning request that is scheduled for next week's City Council meeting.

**Rick Jones**



Advantage Storage  
2600 Eldorado Parkway, Suite 110  
McKinney, Texas 75070  
972.547.0236 Ext. 5  
972.832.8933 Cell  
[rjones@AdvantageStorage.net](mailto:rjones@AdvantageStorage.net)



# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 6a

**Agenda Date** 04/03/2018

**Number** Ordinance O-18-2038

**Type** Ordinance

**Department** Community Development

## **Title**

Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 3A, Block 2, of the Village Park Addition, located at 4609 Colleyville Boulevard, Case ZC18-003

## **Strategic Plan**

There is no Strategic Plan connection for this item.

## **Explanation**

### ***First Reading and Public Hearing***

Marcus Schwartz, the applicant, has submitted a request for a Special Use Permit (SUP) for the sale of alcohol on Lot 3A, Block 2, of the Village Park Addition, being approximately 0.42 acres, and zoned CC-2 Shopping Center district. The purpose is to allow for the sale of alcoholic beverages (for on premise consumption only) at the soon-to-be Chipotle restaurant.

The subject property, previously occupied by Taco Casa restaurant, is being redeveloped into a Chipotle restaurant. Alcoholic beverage sales for on-premise consumption are allowed in the CC-2-Shopping Center district with the approval of an SUP.

**Existing Conditions/Background:** The subject property, at 4609 Colleyville Boulevard, has CC-2 Shopping Center district zoning and generally located on the east side of Colleyville Boulevard, north of Centerpark Drive. The subject property is a platted lot and currently developed with a restaurant commercial building. Taco Casa previously operated out of this structure.

## **Proposed Special Use Permit:**

**Request** – The applicant is requesting approval of an SUP to allow alcoholic beverage sales for on-premises consumption in conjunction with a new restaurant. The applicant is requesting to sell and serve alcohol as part of the Chipotle Restaurant menu.

**Ordinance** – There are four components of procedure that a business must complete to sell and serve alcohol for on-premises consumption in Colleyville: (1) a Special Use Permit (SUP) approval by the City Council for alcohol sales (on-premises consumption) (2) submission of draft Texas Alcoholic Beverage Commission (TABC) License paperwork to the City Secretary's Office for review and approval, (3) submission of



completed TABC License paperwork to the TABC, (4) the issuance of an Alcoholic Beverage License through the City Secretary's Office.

- Section 3.25 of the Land Development Code states that an SUP is to "allow a use not normally allowed in a zoning district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood." SUPs automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.
- Section 6-3 of the Code of Ordinances requires businesses that serve alcoholic beverages to be located at least 300 feet 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.
- Section 6-5 of the Code of Ordinances which states that the restaurant's alcohol sales must be incidental and secondary to the sale of food for human consumption (further clarified in the Code as non-alcohol and food sales must comprise at least 60 percent of gross receipts).

**Analysis:** The requested SUP is consistent with previously approved SUPs on similar properties and is permitted by the Land Development Code with City Council approval. The applicant proposes to operate the business in a similar manner to the previous restaurant at this location. The requested location is in compliance with the distance requirements of the Code of Ordinances, and the applicant is proposing to comply with the 60/40 incidental sales requirements as stated above. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

**Surrounding Development:** The properties to the north, south, east and west are zoned CC-2 Shopping Center district and developed with commercial buildings. The closest residential properties reside to the south across Centerpark Drive with PUD-R zoning.

**Comprehensive Plan:** The City's comprehensive plan, *Destination Colleyville*, identifies the subject property as located within the Central Sector of the Colleyville Boulevard Corridor. This area has been identified as having the greatest potential to become a true center of activity by tying together major commercial and entertainment centers along the Corridor.

**Public Notification:** Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no correspondence has been received.

**Staff Recommendation:** The proposed Special Use Permit (SUP) would authorize the sale of alcoholic beverages for on-premises consumption for the Chipotle Restaurant at 4609 Colleyville Boulevard. The proposed business is consistent with the previous uses on the subject property and should not adversely impact surrounding uses. Staff recommends approval of the proposed SUP for alcohol sales with on-premises consumption.

**Planning and Zoning Recommendation:** The Planning and Zoning Commission recommended approval of the request at their March 26, 2018 meeting by a vote of 5-0.

### **Financial Impact**

There is no financial impact to the City.

### **Recommendation**

Approve

### **Attachments**

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Notification Map
6. Notification List
7. Property Owner Notification
8. Ordinance O-18-2038



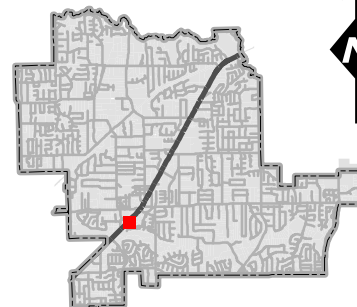
# Aerial Map



**ZC18-003**  
**4609 Colleyville Blvd**

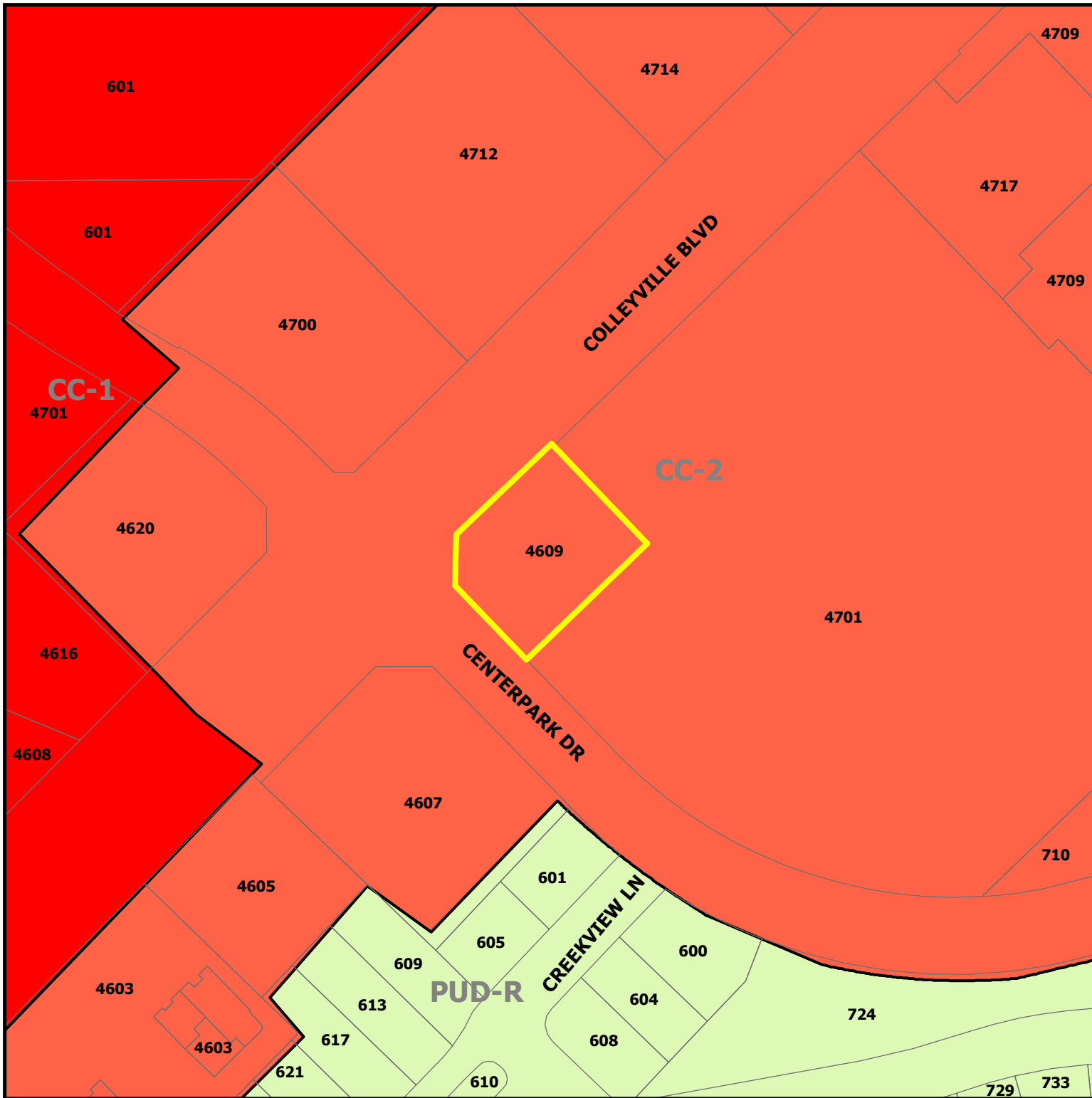
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 Subject Property





# Zoning Map



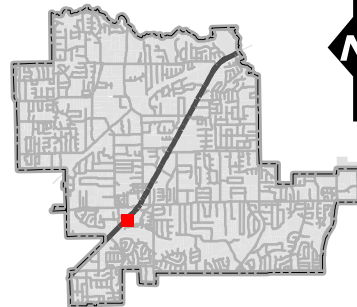
# ZC18-003

**4609 Colleyville Blvd**

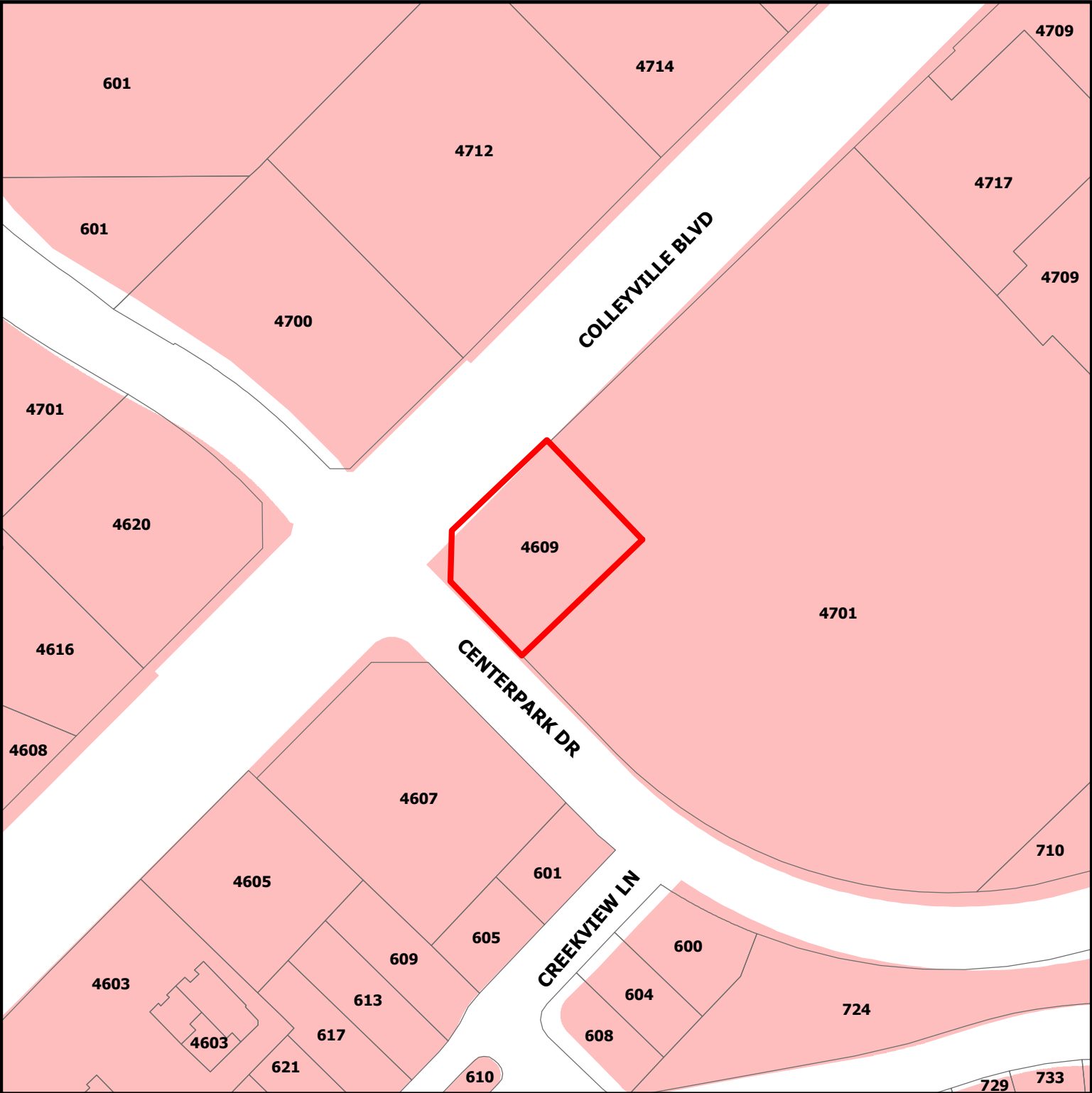
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Subject Property



# Future Land Use Map



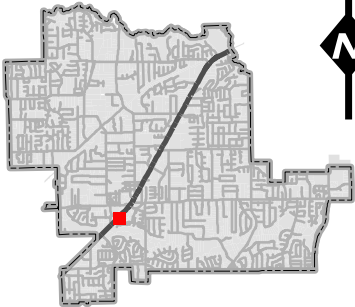
**ZC18-003**

**4609 Colleyville Blvd**



Subject Property

DISCLAIMER:  
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# Statement of Planning Objectives

**GARDERE**

attorneys and counselors ■ [www.gardere.com](http://www.gardere.com)

Marcus Schwartz  
Direct Number (512) 542-7012  
Facsimile (512) 542-7212  
[mschwartz@gardere.com](mailto:mschwartz@gardere.com)

REVISED: March 19, 2018

City of Colleyville  
Community Development Dept.  
100 Main St.  
Colleyville, TX 76034  
(817) 503-1050

***Re: Chipotle Application Information for Specific Use Permit for Sale of  
Mixed Beverages for On-Premise Consumption Only at Chipotle #3142***

Dear Sir/Madam:

I represent Chipotle Texas, L.L.C., as the applicant's representative, in its application for a special use permit ("SUP") from the City of Colleyville to allow for the sale of mixed beverages (for on-premise consumption only) at the business of Chipotle #3142, located at 4609 Colleyville Blvd., Colleyville, Texas 76034 (the "Restaurant"). This letter should accompany the application attached hereto and is meant to act as a statement of planning objectives.

Should you have any questions or require further information or explanation regarding anything found herein, please do not hesitate to contact me at (512) 542-7012 or via email at [mschwartz@gardere.com](mailto:mschwartz@gardere.com).

## **STATEMENT OF PLANNING OBJECTIVES**

Chipotle Texas, L.L.C. ("Chipotle") seeks to operate this location as a typical Chipotle restaurant. Chipotle operates at over 180 locations which sell beer, wine, and mixed beverages to its customers in the State of Texas. In obtaining these permits, Chipotle has shown itself to be in compliance with municipal, county, and state laws regarding licensing, permitting, and the continued operation of its businesses. With the granting of a SUP and certification of the Chipotle TABC application by the City of Colleyville for this location, Chipotle will continue to uphold its high standards and

Gardere01 - 10855861v.1

GARDERE WYNNE SEWELL LLP

■ Phone (512) 542-7000 ■ Fax (512) 542-7200

Austin ■ Dallas ■ Houston ■ Mexico City

## **Statement of Planning Objectives**

### Chipotle Colleyville SUP Request Statement of Planning Objectives

Page 2

maintain compliance with all applicable licensing and permit provisions of the Texas Alcoholic Beverage Code, as well as all ordinances and rules of the City of Colleyville.

Chipotle will be a socially responsible corporate citizen of Colleyville as it is with all the other communities it calls home. In seeking this SUP, Chipotle is simply seeking to add an additional product to the wide variety it already offers to its customers. Furthermore, great care will be extended to ensure the proper and lawful sale of beer, wine, and spirits should the SUP be granted.

This Chipotle will operate in the immediate vicinity (1,500 feet) of a number of TABC permitted business including the following:

1. Goody Goody Liquor #26 permitted to sell beer, wine, and spirits for off-premise consumption at 4701 Colleyville Blvd.;
2. Colleyville Texaco permitted to sell beer and wine for off-premise consumption at 4602 Colleyville Blvd.;
3. Snuffer's Restaurant & Bar permitted to sell beer, wine, and spirits for on-premise consumption at 4171 Colleyville Blvd., Ste. 300;
4. Tio Carlos Restaurant permitted to sell beer, wine, and spirits for on-premise consumption at 4834 Colleyville Blvd., Ste. 330;
5. Whole Foods Market permitted to sell beer and wine for on- and off-premise consumption at 4801 Colleyville Blvd., Ste. 730; and
6. Zoe's Kitchen permitted to sell beer and wine for on- and off-premise consumption at 4717 Colleyville Blvd., Ste. 100.

An additional seller of alcohol in the area, especially considering this proposed seller does not make a large percentage of its gross receipts from the sale of alcohol, would not be detrimental to the public health, safety, and/or welfare of the citizens of Colleyville.

The introduction of beer, wine, and spirits sales for on-premise consumption will not change the actual use of the premises. The Restaurant will still be a retail establishment that will be akin to any other Chipotle restaurant. Alcohol sales will not substantially increase traffic congestion or create overcrowding in the establishment or in the immediately surrounding area. Chipotle designs its Restaurants to be consumer friendly. Customers would still be able to pick out their desired products, whether this includes alcohol or not, pay for their order, and either sit down or exit the Restaurant quickly. Overcrowding should not be an issue. Furthermore, as mentioned above, there are several establishments that sell alcohol within the immediate vicinity. Thus, a consumer wishing to purchase alcohol may pick any of these establishments to purchase their product. As a result, a substantial increase in traffic congestion or the overcrowding of the establishment or immediately surrounding area is not likely to occur.

## Statement of Planning Objectives

Chipotle Colleyville SUP Request Statement of Planning Objectives

Page 3

Chipotle is committed to providing for the safety and well being of its customers. With over 180 permitted locations in Texas, Chipotle is an experienced provider of alcohol in Texas. Further, the vast majority of its sales will be food related, not alcohol related, and is not consistent in nature to a traditional "bar" in any way, shape, or form. In as much the likelihood of incidents involving drunkenness, disorderly conduct and raucous behavior is greatly reduced and will likely be non-existent. The Restaurant will be run as a safe, sanitary, and welcoming business for the citizens of Colleyville if the requested SUP is awarded. The Restaurant will not produce excessive noise, dirt, litter and odors in the establishment and in the surrounding area. In fact, the introduction of alcohol should not be expected to change much of anything in relation to how the Restaurant will operate. As such, no disturbances to surrounding property owners or the community at large should occur and compliance with all applicable city ordinances and state laws will be followed.

### PROPOSED DEVELOPMENT SCHEDULE

Possession of premise- 2/16/18

Ground Break – 2/19/2018

Substantial Completion/Punchlist – 5/15/2018

Turnover to Operations – 5/22/2018

Restaurant open – 5/31/2018

### ECONOMIC IMPACT INFORMATION

Estimated sales per square foot of building - \$656.57

Estimate sales per square foot of overall land - \$88.80

Estimated sales per year - \$1,625,000

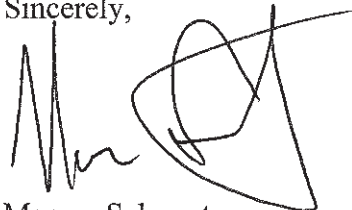
Estimated ad valorem taxes per year (city rate of .33834) - \$1,000.00 PPT + \$3,000.00 real estate taxes

\*

\*

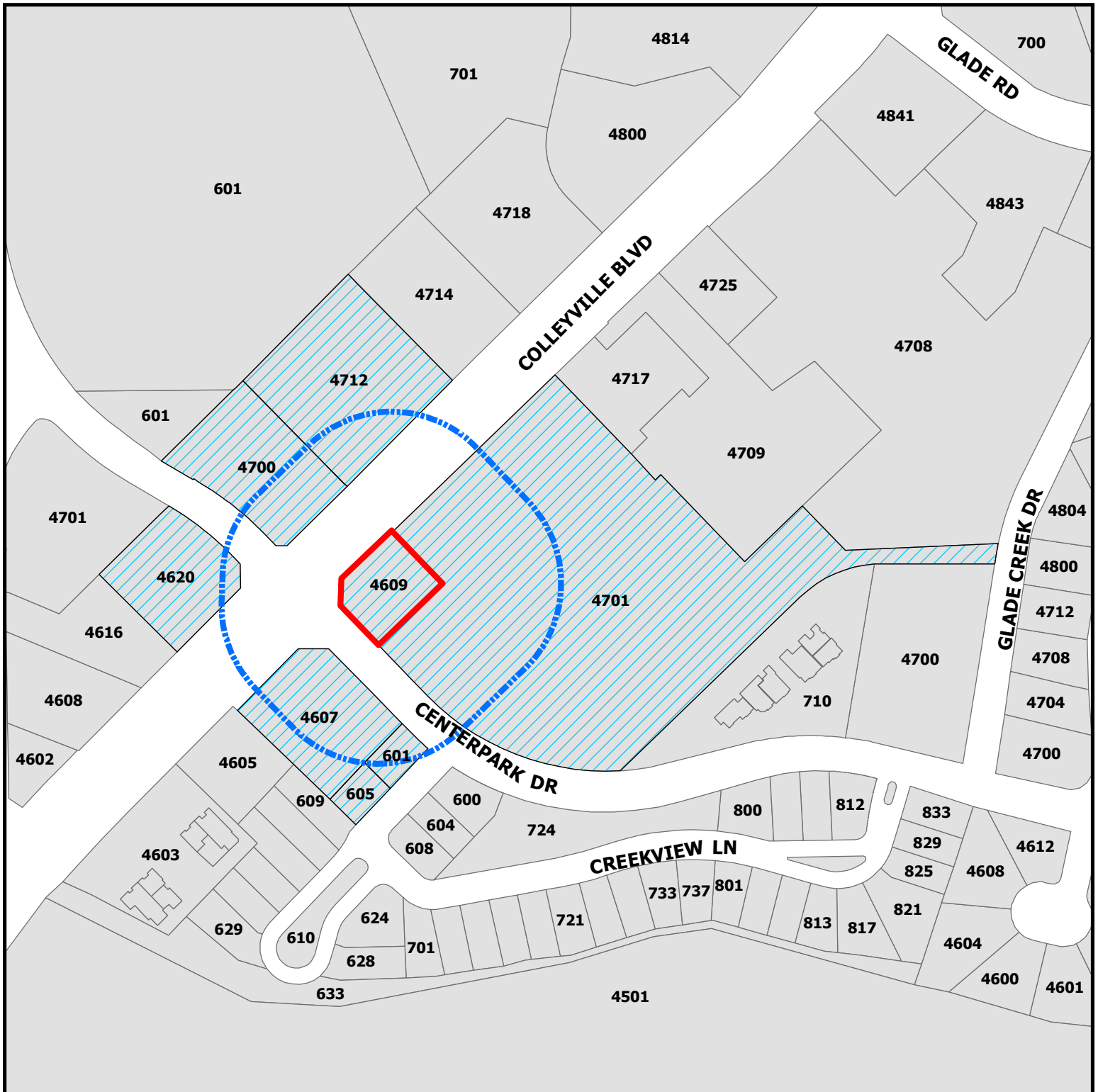
\*

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcus Schwartz', with a large, stylized flourish at the end.

Marcus Schwartz

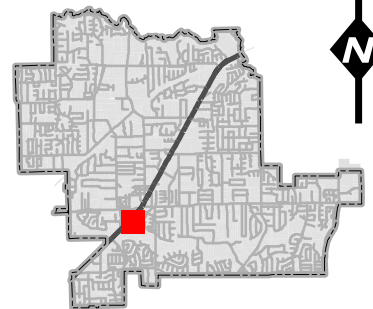
# Notification Map



## ZC18-003

### 4609 Colleyville Blvd

-  Subject Property
-  200ft Buffer
-  Properties within 200ft



**DISCLAIMER:**  
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# Notification List

| Owner Name                    | Owner Address                 | Owner City       | Owner Zip | Situs Address               |
|-------------------------------|-------------------------------|------------------|-----------|-----------------------------|
| SMITH, JOHN                   | 604 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 604 CREEKVIEW LN            |
| CS RETAIL LLC                 | 17000 DALLAS PKWY 123         | DALLAS, TX       | 75248     | 4712 COLLEYVILLE BLVD       |
| HART, JOEL                    | 713 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 713 CREEKVIEW LN            |
| RENBURG, TIMOTHY S            | 613 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 613 CREEKVIEW LN            |
| BLOCKSTER INVESTMENTS LTD     | 2317 CLEARVIEW CT             | LEWISVILLE, TX   | 75057     | 4608 COLLEYVILLE BLVD       |
| PILLAI, JAIME                 | 621 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 621 CREEKVIEW LN            |
| YELLOCK, JOHNNIE              | 709 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 709 CREEKVIEW LN            |
| STALFORD, ELIZABETH R TR      | 701 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 701 CREEKVIEW LN            |
| WINSTEAD, DEBRA A             | 717 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 717 CREEKVIEW LN            |
| PARDO, LISA D                 | 904 SADDLEBROOK DR            | COLLEYVILLE, TX  | 76034     | 4607 COLLEYVILLE BLVD       |
| DRENNAN, BILLY                | 705 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 705 CREEKVIEW LN            |
| HOA OF CAMBRIDGE PLACE INC    | 3500 MAPLE AVE STE 1165       | DALLAS, TX       | 75219     | 610 CREEKVIEW LN            |
| ERVIN, RICHARD L              | 1155 W WALL ST STE 101        | GRAPEVINE, TX    | 76051     | 4700 COLLEYVILLE BLVD       |
| ENSOLEILLE LLC                | 4005 BULLOCK DR               | PLANO, TX        | 75023     | 4620 COLLEYVILLE BLVD       |
| 4605 COLLEYVILLE LTD          | 7047 CURRIN DR                | DALLAS, TX       | 75230     | 4605 COLLEYVILLE BLVD       |
| GIROIR, RON L                 | 609 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 609 CREEKVIEW LN            |
| ROSS, MICKEY K                | 721 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 721 CREEKVIEW LN            |
| KNECHT FAMILY TRUST           | PO BOX 599                    | COLLEYVILLE, TX  | 76034     | 608 CREEKVIEW LN            |
| HASHEESH, ABDUL M             | 605 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 605 CREEKVIEW LN            |
| COLLEYVILLE BLVD CONDO ASSOC  | PO BOX 47                     | COLLEYVILLE, TX  | 76034     | 4603 COLLEYVILLE BLVD       |
| CURTIS, ELEANOR K TR          | 629 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 629 CREEKVIEW LN            |
| TADLOCK, LARRY                | 624 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 624 CREEKVIEW LN            |
| GRAPEVINE COLLEYVILLE, ISD    | 3051 IRA WOODS AVE E          | GRAPEVINE, TX    | 76051     | 601 GLADE RD                |
| RARE VENTURES 2 LLC           | 500 E MAIN ST                 | CROWLEY, TX      | 76036     | 4616 COLLEYVILLE BLVD       |
| PATEL GREETA TR               | 601 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 601 CREEKVIEW LN            |
| PETTIT, LOIS JEANNEAN         | 625 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 625 CREEKVIEW LN            |
| KRG COLLEYVILLE LLC           | 30 S MERIDIAN ST STE 1100     | INDIANAPOLIS, IN | 46204     | 4714 COLLEYVILLE BLVD       |
| GRAPEVINE COLLEYVILLE, ISD    | 3051 IRA WOODS AVE E          | GRAPEVINE, TX    | 76051     | 601 GLADE RD                |
| KRIVSKY-BARTUSIAK INC         | 3220 CLEAR FORK DR            | HURST, TX        | 76054     | 4701 BRANSFORD RD           |
| SVESKA, DOROTHY               | 4700 LAKEWOOD DR              | COLLEYVILLE, TX  | 76034     | 617 CREEKVIEW LN            |
| HARDIN, JO DORA               | 600 CREEKVIEW LN              | COLLEYVILLE, TX  | 76034     | 600 CREEKVIEW LN            |
| FONBERG, PETER D              | 5452 GLEN LAKES DR STE 203    | DALLAS, TX       | 75231     | 4718 COLLEYVILLE BLVD       |
| TEXAS HL PROPERTIES LLC       | 4908 ROCKRIMMON CT            | COLLEYVILLE, TX  | 76034     | 4603 COLLEYVILLE BLVD # 120 |
| SISDR PROPERTIES LLC          | 4603 COLLEYVILLE BLVD STE 100 | COLLEYVILLE, TX  | 76034     | 4603 COLLEYVILLE BLVD # 100 |
| HOA OF CAMBRIDGE PLACE INC    | 3500 MAPLE AVE STE 1165       | DALLAS, TX       | 75219     | 724 CREEKVIEW LN            |
| FISCAL FITNESS CENTER LLC     | 4603 COLLYVILLE BLVD STE 140  | COLLEYVILLE, TX  | 76034     | 4603 COLLEYVILLE BLVD # 140 |
| 4609 COLLEYVILLE LLC          | 8214 WESTCHESTER DR STE 550   | DALLAS, TX       | 75225     | 4609 COLLEYVILLE BLVD       |
| KRG COLLEYVILLE LLC           | 30 S MERIDIAN ST STE 1100     | INDIANAPOLIS, IN | 46204     | 4709 GLADE CREEK DR         |
| KRG COLLEYVILLE LLC           | 30 S MERIDIAN ST STE 1100     | INDIANAPOLIS, IN | 46204     | 4701 COLLEYVILLE BLVD       |
| KRG COLLEYVILLE LLC           | 30 S MERIDIAN ST STE 1100     | INDIANAPOLIS, IN | 46204     | 4717 COLLEYVILLE BLVD       |
| COLLEYVILLE CENTERPARK ASSOC  | PO BOX 47                     | COLLEYVILLE, TX  | 76034     | 710 CENTERPARK              |
|                               |                               |                  |           |                             |
| CAMBRIDGE PLACE - COLLEYVILLE | 821 CREEKVIEW LANE            | COLLEYVILLE, TX  | 76034     | COURTESY NOTICE             |
| GRAPEVINE COLLEYVILLE ISD     | 3051 IRA E. WOODS AVE         | GRAPEVINE, TX    | 76051     | STATE REQUIRED              |
| SCHWARTZ, MARCUS              | 600 CONGRESS AVE., STE. 3000  | AUSTIN, TX       | 78701     | APPLICANT                   |

Public hearing notices were mailed Tuesday, February 27, 2018 by Araceli Botello





## NOTICE OF PUBLIC HEARING

**Zoning Case Number:** ZC18-003  
**Applicant:** Marcus Schwartz  
**Owner:** 4609 Colleyville, LLC  
**Location:** 4609 Colleyville Boulevard  
**Property Description:** Lots 3A, Block 2, of the Village Park Addition  
**Present Zoning:** CC-2 Shopping Center District  
**Request:** Consideration of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption. The purpose is to allow for the sale of alcohol at the proposed Chipotle restaurant.

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

**Planning and Zoning Commission Meeting: Monday, March 26, 2018 at 7:00 p.m.**  
**City Council Meetings: Tuesday, April 3, 2018 & Tuesday, April 17, 2018 at 7:30 p.m.**  
**3<sup>rd</sup> floor of City Hall, 100 Main Street, Colleyville, Texas**

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

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

**Community Development Department  
City of Colleyville  
100 Main Street  
Colleyville, TX 76034**

If the property owners of 20% or more of the land within a 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map: <https://www.colleyville.com/zoning.html>. For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Felix Landry  
Principal Planner  
[flandry@colleyville.com](mailto:flandry@colleyville.com)

## **ORDINANCE O-18-2038**

**AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 3A, BLOCK 2 OF THE VILAGE PARK ADDITION-COLLEYVILLE, LOCATED AT 4609 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; 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 on-premise consumption of alcohol under Case No. ZC18-003; and

**WHEREAS,** the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to 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 changing the zoning on Lot 3A, Block 2, of the Village Park Addition-Colleyville, located at 4609 Colleyville Boulevard, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted on Exhibit "A" and Exhibit "B".
- 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 apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "Chipotle Restaurant".
- c. 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.

d. 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 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 3<sup>rd</sup> day of April 2018.

The second reading and public hearing being conducted on the 17<sup>th</sup> day of April 2018.

PASSED AND APPROVED BY A VOTE OF \_\_\_ AYES, \_\_\_ NAYS, AND \_\_\_ ABSTENTIONS ON THIS THE 17TH DAY OF APRIL 2018.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| Mayor Richard Newton    | _____ | Mayor Pro Tem Bobby Lindamood | _____ |
| Place 1, Tammy Nakamura | _____ | Place 5, Nancy Coplen         | _____ |
| Place 2, Kathy Wheat    | _____ | Place 6, Mike Taylor          | _____ |
| Place 4, George Dodson  | _____ |                               |       |

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

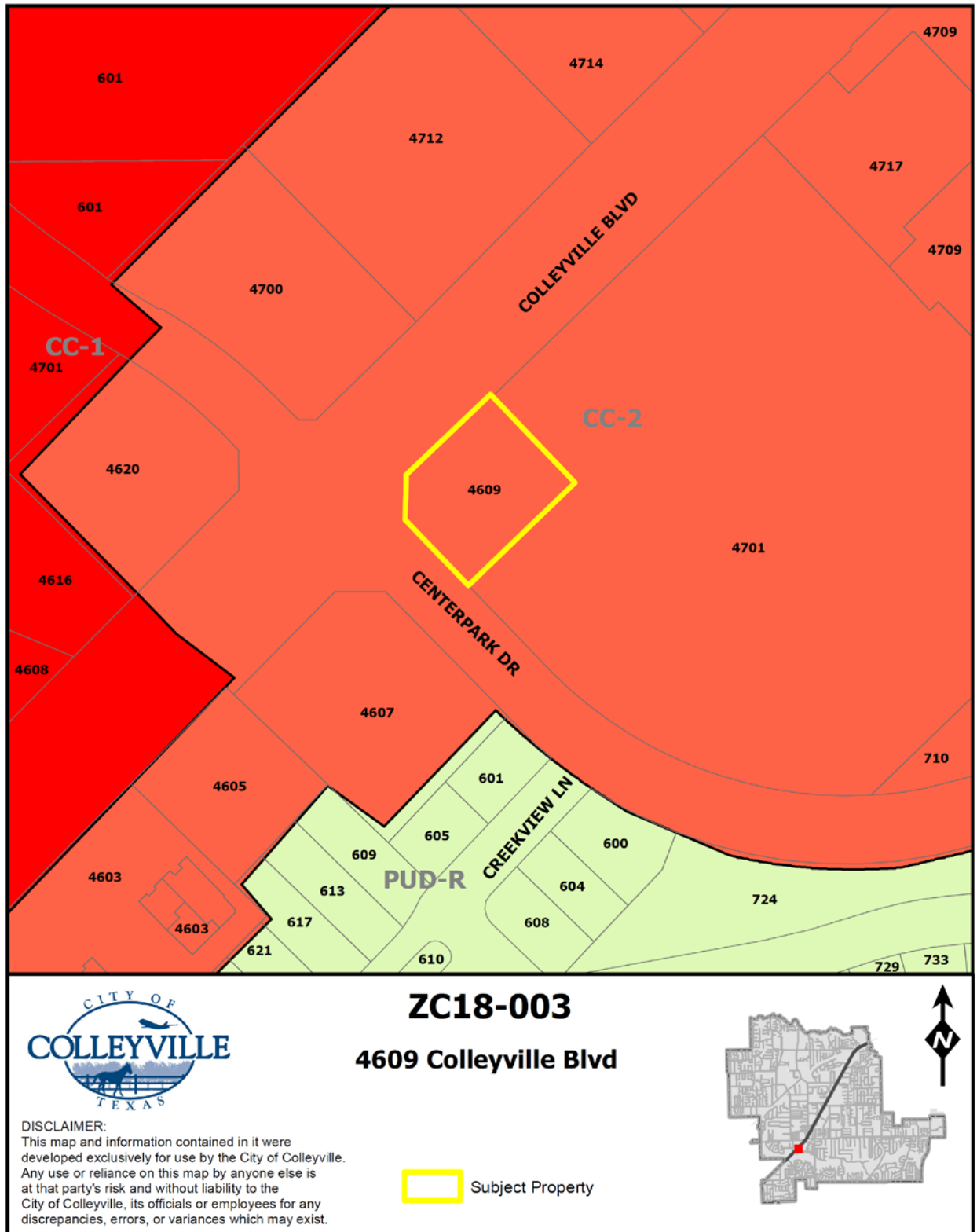
Richard Newton  
Mayor

**APPROVED AS TO FORM AND LEGALITY:**

Whitt Wyatt  
City Attorney



## Exhibit "A" – Zoning Map



## Exhibit "B" – Aerial Map

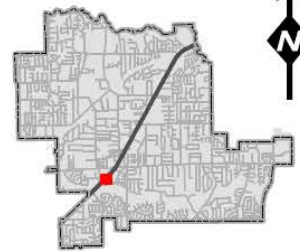


**ZC18-003**

**4609 Colleyville Blvd**

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 Subject Property





# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 6b

**Agenda Date** 04/03/2018

**Number** Ordinance O-18-2039

**Type** Ordinance

**Department** Community Development

## **Title**

Consideration of a zoning change from the AG Agricultural zoning district to the PUD-R Planned Unit Development-Residential zoning district on Tract 2A01 and 2A02, Abstract 1543, in the George W Teeter Survey, located at 1309 Glade Road, Case ZC18-006

## **Strategic Plan**

4.3 Adopt best-practice planning and development processes

## **Explanation**

### ***First Reading and Public Hearing***

Rome Barnes, the applicant, has submitted a request for a zoning change on Tract 2A01 and 2A02, Abstract 1543, in the George W Teeter Survey, being approximately 4.369 acres, and zoned AG Agricultural. The purpose is to rezone from AG to PUD-R Planned Unit Development – Residential, to allow for single-family residential development of 7 new lots and one open space lot.

**Existing Conditions/Background:** The subject property, 1309 Glade Road, resides on the east side of Carmel Place Drive across from an existing residential planned unit development (PUD-R) subdivision called Carmel Place. The property currently has Agricultural zoning (AG) and remains undeveloped, except for a single house on the property which is planned to be removed.

## **Proposed Amendment:**

*Request* – The applicant requests to create a residential planned unit development (PUD-R) subdivision to mirror and complement the existing Carmel Place development directly to the west along Carmel Place Drive. The proposed residential development would orient the lots toward the street and construct homes which will face the lots currently platted across the street.

The applicant proposes to use the same development regulations currently adopted for the existing Carmel Place PUD-R subdivision:

|                     |                                      |
|---------------------|--------------------------------------|
| Minimum Lot Size    | 20,000 square feet.                  |
| Minimum Lot Width   | 100 feet, except for cul-de-sac lots |
| Front Building Line | 30 feet.                             |
| Side Building Line  | 10 feet.                             |
| Rear Building Line  | 25 feet.                             |



With the additional lots, the development will exceed limitations for cul-de-sac streets outlined in the Land Development Code. The applicant is requesting to allow the additional lots without further improvement to the existing street.

**Analysis:** The requested PUD-R zoning creates an opportunity to establish complementary development across the street from an existing PUD-R. With matching development regulations the lots should develop similarly and complete the residential street in a manner acceptable to the developers of the earlier established lots.

**Surrounding Development:** The properties to the south, east and west have R-20 zoning and have mostly developed with single-family residential structures. Properties across Glade Road to the north have PUD-R zoning and have developed with single-family residential structures. Lots directly across the Carmel Place Drive have an existing PUD-R which the applicant proposes to mirror for the subject property.

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

**Public Notification:** Staff mailed notices to all property owners within 200 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no correspondence has been received.

**Staff Recommendation:** The proposed PUD-R ordinance offers a good opportunity to ensure orderly and complementary development to the existing residential lots along Carmel Place Drive. Staff recommends approval of the requested amendment.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission recommended approval of the proposed PUD zoning request at their March 26, 2018 meeting by a vote of 4-1.

### **Financial Impact**

There is no financial impact to the City.

### **Recommendation**

Approve

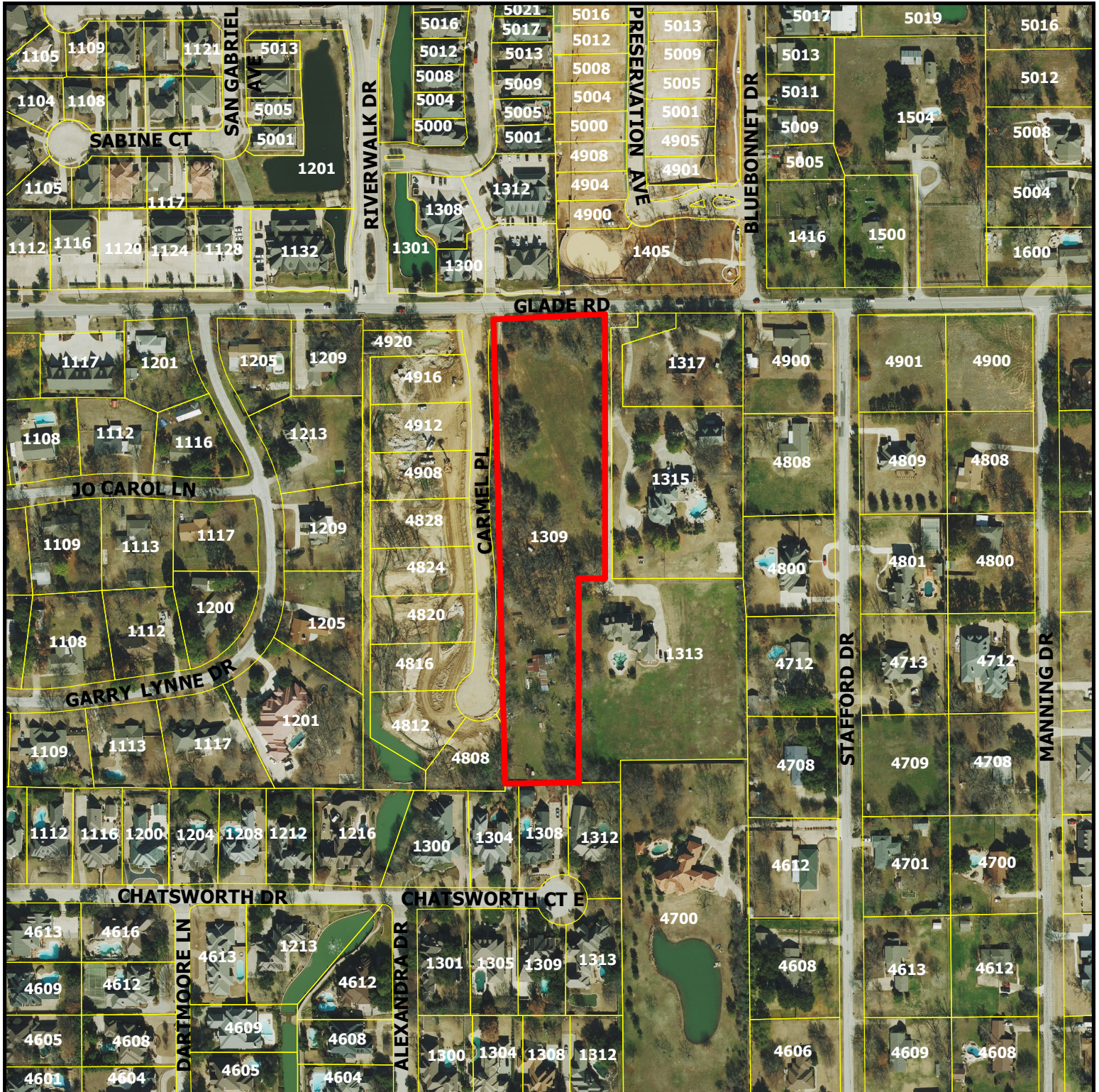
### **Attachments**

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

4. Statement of Planning Objectives
5. Zoning Exhibit
6. Drainage Exhibit
7. Notification Map
8. Notification List
9. Property Owner Notification
10. Ordinance O-18-2039



# Aerial Map

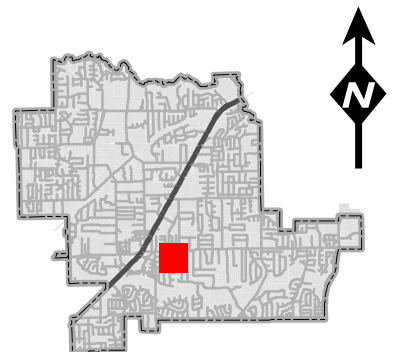


**ZC18-006**

**1309 Glade Road**

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 Subject Property





# Zoning Map

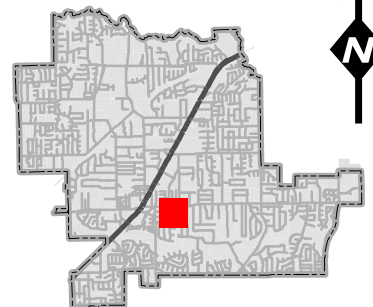


**ZC18-006**

**1309 Glade Road**

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 Subject Property



# Future Land Use Map

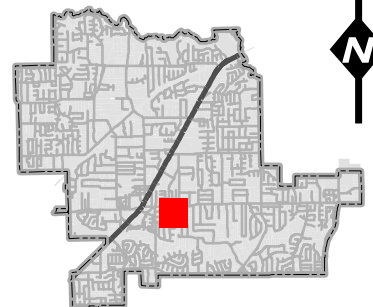


**ZC18-006**

**1309 Glade Road**

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 Subject Property



## Statement of Planning Objectives

# ZONING APPLICATION NARRATIVE & PUD ORDINANCE

## CARMEL PLACE ESTATES EAST

### 1309 GLADE ROAD, COLLEYVILLE, TX 76034

#### STATEMENT OF PLANNING OBJECTIVES

Centurion Acquisitions, LLC is requesting rezoning of a 4.3968-acre site (191,524 square feet) located at 1309 Glade Road abutting the eastern portion of Carmel Place within the City of Colleyville, from **AG-Agriculture** to **Planned Unit Development-Residential (PUD-R)**. The rezoning objective is to create a complementary subdivision comprised of seven large residential lots having a generous amount of open space that will appropriately complement the existing residential development underway within Carmel Place Estates, a PUD-R District situated on the west side of Carmel Place.

- The residential density is 1.59 well below the maximum residential density of the PUD-R District's required 1.8 dwelling units per gross acre. It should be noted that this does not include one-half of the abutting street (Carmel Place) which would bring the residential density to 1.45
- All residential lots have a minimum lot size of 20,250 square feet with the average lot size being 21,137 square feet. This exceeds the PUD-R District's required minimum lot size of 13,000 square feet by over 50% and the District's required average lot size of 16,000 square feet by over 30%.
- All lots have a minimum of 100 feet of width at the building line thus meeting the PUD-R District's minimum lot width of 100 feet at the building line.
- The proposed development will have 20% of the land area set aside for open space to be enjoyed by residents of Carmel Place Estates East, meeting the PUD-R District's required minimum open space and exceeding Carmel Place Estates open space by 30%.
- Decorative 6-foot masonry fencing will be installed on the development's eastern border and ornamental 6-foot metal fencing will be installed where residential lots abut open space areas. The area abutting the expanded Glade Road right-of-way will have a 6-foot ornamental metal fencing with decorative stone columns to match those installed to the west within Carmel Place Estates.

# Statement of Planning Objectives

- The proposed open space will be irrigated, and the open space and other landscape amenities will be maintained by a Homeowner's Association.

## DEVELOPMENT SCHEDULE

It is planned that home construction will begin on the seven residential lots sometime within 2018. The only delay would be securing a homebuilder for construction of the homes. Once a building permit is issued, time for completion is estimated from 10-12 months.

## ECONOMIC DEVELOPMENT INFORMATION

The average home size is anticipated to be around 5200 square feet at a price point of \$950,000. Using Tarrant County Appraisal District's tax estimator, the City of Colleyville's ad valorem tax rate of .33834 for a home valued at \$950,000 would generate \$3,214 in City taxes and another \$13,269 (tax rate of 1.39670) in taxes to support the City's school system, the Grapevine/Colleyville Independent School District. Seven homes built at this price point would generate \$22,498 in ad valorem taxes for the City and \$92,883 for the City's school system. This is an estimate and could change based on specific criteria considered by the Tax Assessor's office.

## TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis is not required since only seven homes are proposed which would fall below the projected generation rate of 1000 vehicle trips per day.

## DRAINAGE ANALYSIS

A drainage analysis completed for Carmel Place Estates by Thomas Hoover Engineering, LLC dated 6-23-14 is submitted with the Zoning Application. Carmel Place Estates East land area is included in the drainage area of Carmel Place Estates, thus issues related to drainage impacts have already been assessed. Specific lot drainage for the seven lots in Carmel Place Estates East will be a part of the engineering plans and will be consistent with the already submitted drainage analysis.

## SITE PLAN

A Site Plan is not required if the approved PUD-R ordinance contains sufficient written detail to establish all site criteria. The following Draft PUD-R Ordinance addresses the proposed site criteria.



# Statement of Planning Objectives

## DRAFT PUD-R ORDINANCE

**AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AS HERETOFORE AMENDED; BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 4.3968 ACRES OUT OF THE GEORGE W. TEETER SURVEY, ABSTRACT NO. 1543 LOCATED AT 1309 GLADE ROAD, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE PUD-R-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 rezoning under **Case No. ZC-18-006**; 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, 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.

# Statement of Planning Objectives

**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 6.4 acres out of the George W. Teeter Survey, Abstract No. 1543 located at 1309 Glade Road, from the AG-Agricultural zoning district to the PUD-R-Planned Unit Development Residential zoning district, as depicted in the attached Exhibit "A", labeled "Location and Zoning Map" and is described in the attached 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 PUD-R is for a single-family residential development of detached dwelling units, constructed at a minimum density of 20,000 square feet per single family dwelling unit.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

## **2. CONCEPTUAL SITE PLAN AND PLATTING**

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with that depicted in Exhibit "C", labeled "Zoning Exhibit," which shall not be considered the Preliminary or Final Plat. The final lot arrangement may differ somewhat from Exhibit "C", to accommodate topographic, drainage, engineering design limitations or other conditions.
- b. The developer shall submit and receive approval from the City of the Plat in accordance with the requirements of the Land Development Code prior to development of this PUD-R.
- c. The total number of building lots developed on the existing Carmel Place cul-de-sac may exceed 12 building lots but shall not exceed 16 building lots. Lots dedicated for open space purposes are not counted as building lots.
- d. The existing Carmel Place cul-de-sac shall be considered adequate to serve the 16 building lots.
- e. Each lot shown on Exhibit C shall access Carmel Place via an existing Mutual Access Easement.

# Statement of Planning Objectives

## **3. PERMITTED USES**

- a. Single-family residences, detached
- b. Common open space areas

## **4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS**

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

- a. Minimum Lot Size     20,000 square feet.
- b. Minimum Lot Width   100 feet, except for cul-de-sac lots.
- c. Front Building Line   30 feet.
- d. Side Building Line    10 feet.
- e. Rear Building Line    25 feet.

## **5. OPEN SPACE**

- a. This development shall provide not less than 20% common open space, which shall generally be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the Homeowner's Association.
- b. All amenities within the open space areas shall be maintained by the Homeowner's Association.

## **6. SCREENING**

- a. All lot lines abutting the open space area shall contain a 6-foot ornamental metal fencing.
- b. A six-foot decorative masonry fence shall be constructed along the entire eastern property line of the development and shall be maintained by the homeowner's association.

## **7. ARCHITECTURAL FEATURES**

- a. Driveways and Private Walkways – All shall be of a washed aggregate or stamped finished concrete.
- b. Masonry Requirement – 100% brick, stone or real stucco with the exception of trim finishes. No Finishing System (EIFS) or artificial stucco material shall be permitted.
- c. Garage Standard – Minimum of a three-car garage with wood, architecturally enhanced doors.

## Statement of Planning Objectives

- d. Roof Pitch and Roof Materials – All prominent pitched roofs shall be not less than a 10:12 pitch. Materials shall consist of 40-pound architectural dimension shingles, slate, tile or standing seam metal.
- e. Windows – All windows shall be insulated glass with a "low-e" specification. No aluminum windows shall be permitted.

### **8. OTHER**

- a. All homes constructed in the development shall be installed with a fire suppression sprinkler system approved by the Fire Marshal.
- b. A minimum of two (2) three-inch caliper trees shall be planted within the front yard of each lot by the homebuilder upon construction of a new home.
- c. Within 60 days of the certificate of occupancy being issued, all residential lots must be fully irrigated.

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.

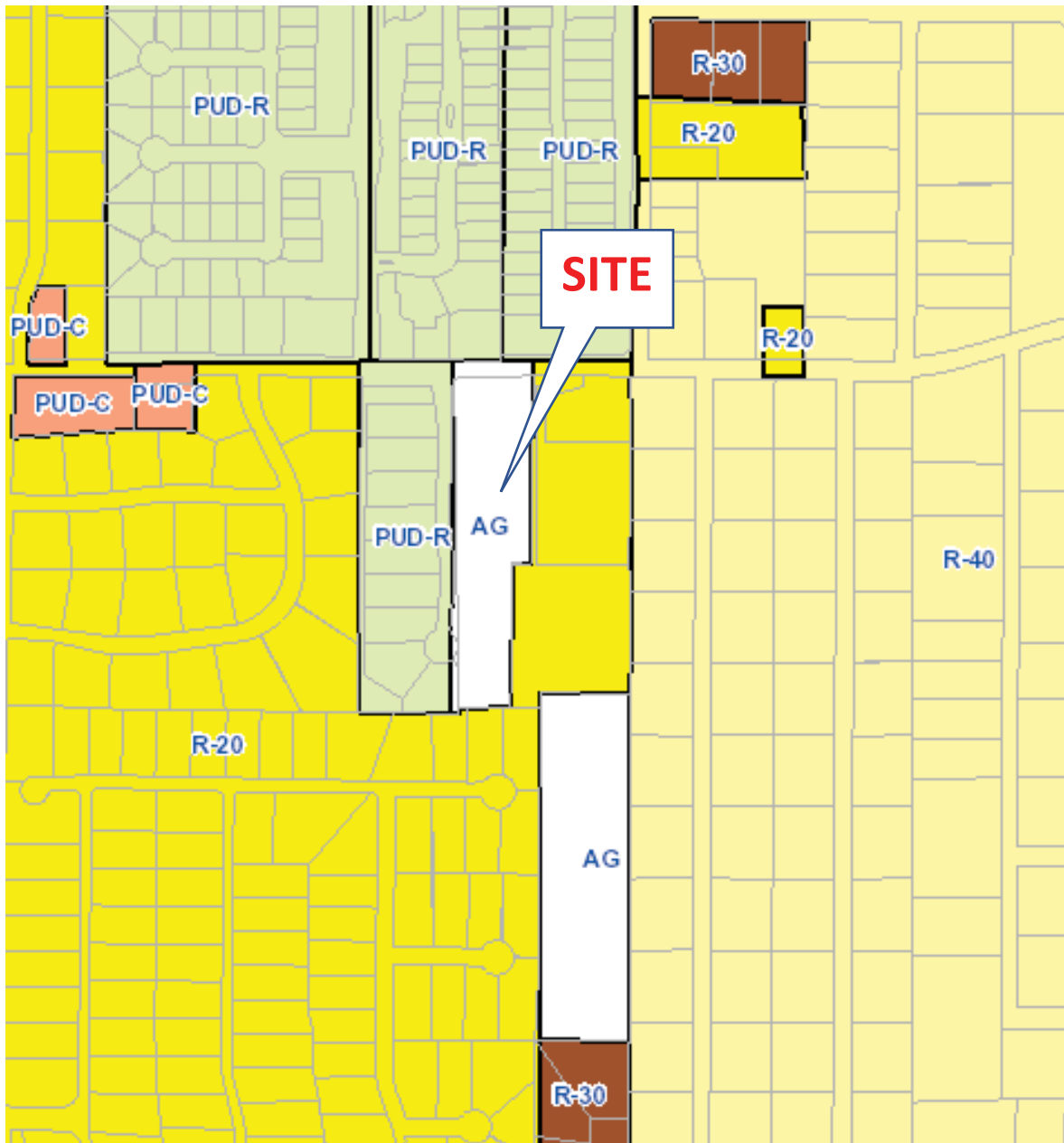
Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not, affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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.

# Statement of Planning Objectives

## EXHIBIT A – LOCATION AND ZONING MAP





# Statement of Planning Objectives

## EXHIBIT B – LEGAL DESCRIPTION

Being a tract of land out of George W. Teeter Survey, Abstract No. 1543 and situated in the City of Colleyville, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in November 2017, said tract being a portion of the same tract of land described in the deed to Robert Gene Hubbard et ux, Peggy Hubbard recorded in Volume 4069, Page 406 in the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch steel rod found in the southerly right-of-way line of Glade Road (Co. Rd. 3036), said rod being in the northerly boundary line of "Tract No. 1" of said Hubbard Deed and also being the most northerly northwest corner of Lot 1, Block 1, Greener Acres, an addition to the City of Colleyville, Texas according to the plat thereof recorded in Cabinet A, Slide 4936 of the Plat Records of said County;

Thence South 00 degrees 14 minutes 15 seconds East with the westerly boundary line of said Lot 1 a distance of 553.09 feet to a 1/2 inch "MILLER 5665" capped steel rod set for an inner corner thereof;

Thence South 89 degrees 25 minutes 35 seconds West continuing with said westerly boundary line a distance of 58.10 feet to a 1/2 inch steel rod found for an outer point thereof;

Thence South 00 degrees 12 minutes 14 seconds West continuing with said westerly boundary line a distance of 415.82 feet to a 1/2 inch steel rod found for the southwest corner of said Lot 1, said rod being in the northerly boundary line of Block 1, The Lakes of Somerset, an addition to the City of Colleyville, Texas according to the plat thereof recorded in Cabinet A, Slide 312 of said plat records;

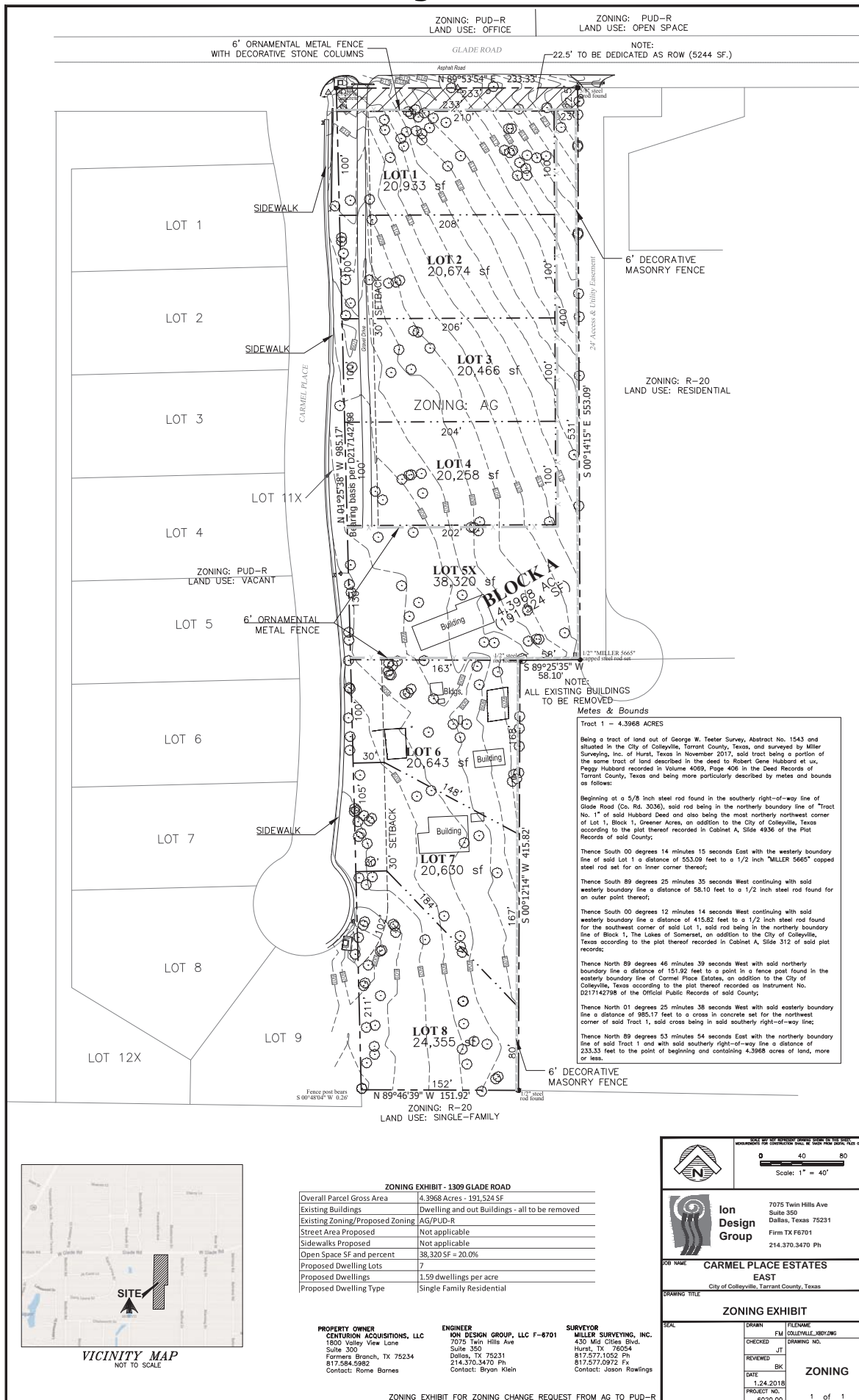
Thence North 89 degrees 46 minutes 39 seconds West with said northerly boundary line a distance of 151.92 feet to a point in a fence post found in the easterly boundary line of Carmel Place Estates, an addition to the City of Colleyville, Texas according to the plat thereof recorded as Instrument No. D217142798 of the Official Public Records of said County;

Thence North 01 degrees 25 minutes 38 seconds West with said easterly boundary line a distance of 985.17 feet to a cross in concrete set for the northwest corner of said Tract 1, said cross being in said southerly right-of-way line;

Thence North 89 degrees 53 minutes 54 seconds East with the northerly boundary line of said Tract 1 and with said southerly right-of-way line a distance of 233.33 feet to the point of beginning and containing 4.3968 acres of land, more or less.

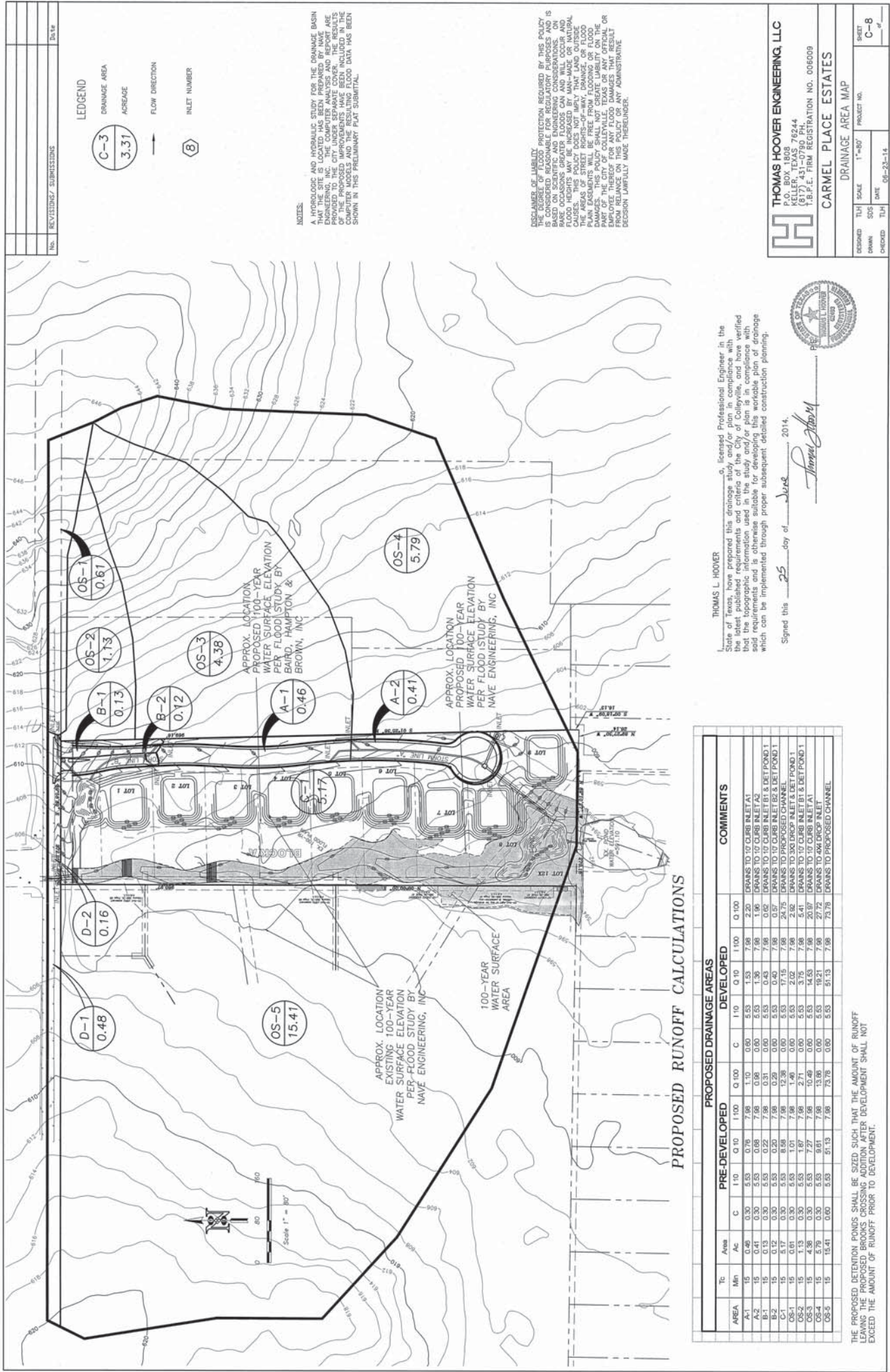


# Zoning Exhibit

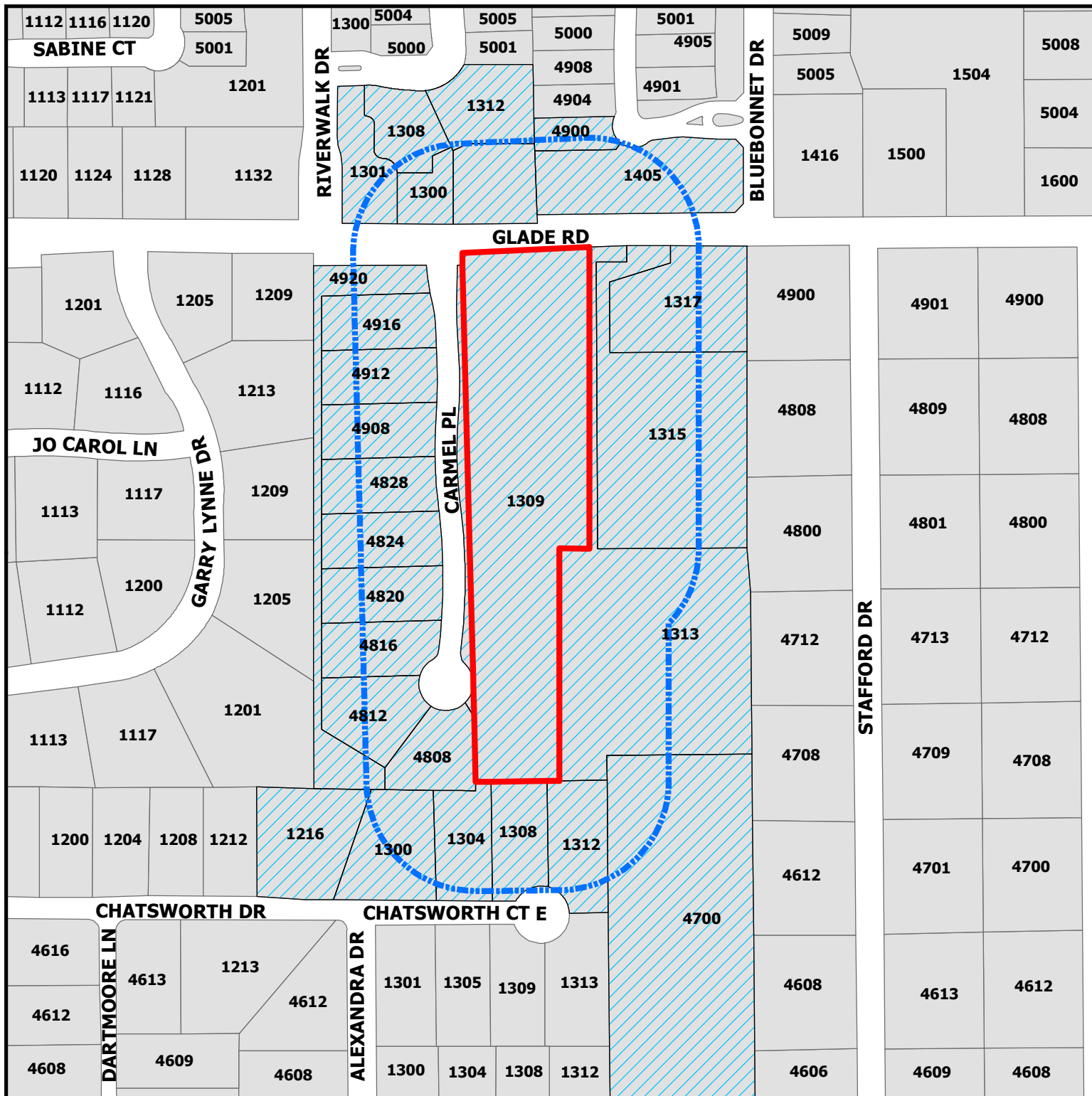




Drainage Exhibit



## Notification Map



DISCLAIMER:

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

# ZC18-006

# 1309 Glade Road



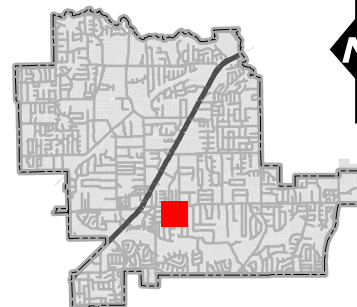
## Subject Property



200ft Buffer



### Properties within 200ft





# Notification List

| Owner Name                    | Owner Address                  | Owner City         | Owner Zip | Situs Address         |
|-------------------------------|--------------------------------|--------------------|-----------|-----------------------|
| ARCLAND INVESTMENTS LLC       | 1300 GLADE RD                  | COLLEYVILLE, TX    | 76034     | 1300 GLADE RD         |
| MAUNEY, KEITH                 | 1216 CHATSWORTH DR             | COLLEYVILLE, TX    | 76034     | 1216 CHATSWORTH DR    |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4916 CARMEL PL        |
| SMITH, DENIS J                | 1308 CHATSWORTH CT E           | COLLEYVILLE, TX    | 76034     | 1308 CHATSWORTH CT E  |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4908 CARMEL PL        |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4816 CARMEL PL        |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4828 CARMEL PL        |
| WILLIAMS, JAMES P             | 4700 STAFFORD DR               | COLLEYVILLE, TX    | 76034     | 4700 STAFFORD DR      |
| LOGAN, EMORY M                | 1313 GLADE RD                  | COLLEYVILLE, TX    | 76034     | 1313 GLADE RD         |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4804 CARMEL PL        |
| HAUTANEN, OSMO A              | 1304 CHATSWORTH CT E           | COLLEYVILLE, TX    | 76034     | 1304 CHATSWORTH CT E  |
| EMLER LIVING TRUST            | 1300 CHATSWORTH CT E           | COLLEYVILLE, TX    | 76034     | 1300 CHATSWORTH CT E  |
| HICKSON, HEATHER J            | 1315 GLADE RD                  | COLLEYVILLE, TX    | 76034     | 1317 GLADE RD         |
| HUBBARD, ROBERT GENE          | PO BOX 575                     | ALBA, TX           | 75410     | 1309 GLADE RD         |
| FRANKLIN, BRENT               | 2800 HIGHLAND PARK CT          | COLLEYVILLE, TX    | 76034     | 4912 CARMEL PL        |
| PRESERVATION HOA INC          | 101 CLARIDEN RANCH RD          | SOUTHLAKE, TX      | 76092     | 1405 BLUEBONNET DR    |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4808 CARMEL PL        |
| K HOVNANIAN HOMES - DFW LLC   | 5808 W PLANO PKWY              | PLANO, TX          | 75093     | 4900 PRESERVATION AVE |
|                               |                                |                    |           |                       |
| HICKSON, STEVEN A             | 1315 GLADE RD                  | COLLEYVILLE, TX    | 76034     | 1315 GLADE RD         |
| SNYDER, JOHN                  | 1701 ROYAL LN #1202            | DALLAS, TX         | 75229     | 4812 CARMEL PL        |
| FOUNTAINS AT RIVERWALK OFFICE | 704 KENT CT                    | SOUTHLAKE, TX      | 76092     | 1301 STONEBRIDGE DR   |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4800 CARMEL PL        |
| CHELIND LLC                   | 1312 GLADE RD                  | COLLEYVILLE, TX    | 76034     | 1312 GLADE RD         |
| HSV RETREAT LLC               | 5013 PRESERVATION AVE          | COLLEYVILLE, TX    | 76034     | 1308 GLADE RD         |
| ROACH, ALISHA                 | 1312 CHATSWORTH CT E           | COLLEYVILLE, TX    | 76034     | 1312 CHATSWORTH CT E  |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4920 CARMEL PL        |
| SIENA HOMES LLC               | 1800 VALLEY VIEW LN STE 400    | FARMERS BRANCH, TX | 75234     | 4820 CARMEL PL        |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300    | FARMERS BRNCH, TX  | 75234     | 4824 CARMEL PL        |
|                               |                                |                    |           |                       |
| BRIDGES AT RIVERWALK ADDITION | P.O. BOX 1183                  | COLLEYVILLE, TX    | 76034     | COURTESY NOTICE       |
| LAKES OF SOMERSET, THE        | 1104 CHATSWORTH COURT WEST     | COLLEYVILLE, TX    | 76034     | COURTESY NOTICE       |
| RIVERWALK AT COLLEYVILLE      | P.O. BOX 1031                  | COLLEYVILLE, TX    | 76034     | COURTESY NOTICE       |
| GRAPEVINE-COLLEYVILLE ISD     | 3051 IRA E. WOODS AVE          | GRAPEVINE, TX      | 76051     | STATE REQUIRED        |
| BARNES, ROME                  | 1800 VALLEY VIEW LANE, STE 300 | FARMERS BRANCH, TX | 75234     | APPLICANT             |

Public hearing notices were mailed Tuesday, February 27, 2018 by Araceli Botello



## NOTICE OF PUBLIC HEARING

**Zoning Case Number:** ZC18-006  
**Applicant:** Rome Barnes  
**Owner:** Centurion Acquisitions, LLC  
**Location:** 1309 Glade Road  
**Property Description:** Tract 2A01 & 2A02, Abstract 1543, in the George W Teeter Survey  
**Present Zoning:** AG Agricultural  
**Request:** Consideration of a zoning change from the AG Agricultural zoning district to the PUD-R Planned Unit Development Residential zoning district. The purpose is to allow for development of 7 new single-family residential lots and one open space lot.

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

**Planning and Zoning Commission Meeting: Monday, March 26, 2018 at 7:00 p.m.**  
**City Council Meetings: Tuesday, April 3, 2018 & Tuesday, April 17, 2018 at 7:30 p.m.**  
**3<sup>rd</sup> floor of City Hall, 100 Main Street, Colleyville, Texas**

This notice has been sent to all owners of real property within 200 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 200 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

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

**Community Development Department**  
**City of Colleyville**  
**100 Main Street**  
**Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map: <https://www.colleyville.com/zoning.html>. For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Felix Landry  
Principal Planner  
[flandry@colleyville.com](mailto:flandry@colleyville.com)

## **ORDINANCE O-18-2039**

**AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 4.40 ACRES ON TRACTS 2A01 AND 2A02, IN THE GEORGE W TEETER SURVEY, ABSTRACT 1543, LOCATED AT 1309 GLADE ROAD FROM THE AG AGRICULTURAL ZONING DISTRICT TO THE PUD-R PLANNED UNIT DEVELOPMENT - RESIDENTIAL 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 a rezoning under Case No. ZC18-006; 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 4.40 Acres On Tracts 2A01 & 2A02, in the George W Teeter Survey, Abstract 1543, located at 1309 Glade Road from The AG Agricultural zoning district to the PUD-R Planned Unit Development - Residential zoning district, as depicted in the attached Exhibit "A" and Exhibit "C", and as described in Exhibit "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 purpose of this PUD-R is for a single-family residential development of detached dwelling units, constructed at a minimum density of 20,000 square feet per single family dwelling unit.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

**2. CONCEPTUAL PLAN AND PLATTING**

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Conceptual Site Plan, labeled as Exhibit "C", which shall not

be considered the preliminary plat. The actual street and lot arrangement may differ from that shown on Exhibit "C" to accommodate topographic, drainage, engineering design limitations or other conditions.

- 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 PUD-R.
- c. The total number of building lots developed on the existing Carmel Place cul-de-sac may exceed 12 building lots but shall not exceed 16 building lots. Lots dedicated for open space purposes are not counted as building lots.
- d. The existing street Carmel Place shall be considered sufficient to serve the 16 building lots.
  - o Existing Right-of-Way = 40 feet
  - o Existing Pavement Width = 31 feet
  - o Existing Length = 770 feet
  - o Existing Turn-Around Diameter = 100 feet (Right-of-Way), 81 feet (Pavement)
- e. Each lot shown on Exhibit C shall access Carmel Place via an existing Mutual Access Easement.

### **3. PERMITTED USES**

- a. Single-family residences, detached
- b. Common open space areas

### **4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS**

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

- |                        |                                      |
|------------------------|--------------------------------------|
| a. Minimum Lot Size    | 20,000 square feet.                  |
| b. Minimum Lot Width   | 100 feet, except for cul-de-sac lots |
| c. Front Building Line | 30 feet.                             |
| d. Side Building Line  | 10 feet.                             |
| e. Rear Building Line  | 25 feet.                             |



**5. OPEN SPACE**

- a. This development shall provide not less than 20% common open space, which shall generally be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the Homeowner's Association.
- b. All amenities within the open space areas shall be maintained by the Homeowner's Association.

**6. SCREENING**

- a. All lot lines abutting the open space area shall contain a 6-foot ornamental metal fencing.
- b. The area abutting the expanded Glade Road right-of-way will have a 6-foot ornamental metal fencing with decorative stone columns to match those installed to the west within Carmel Place Estates.
- c. A six (6) foot ornamental iron fence shall be constructed along the entire eastern property line of the development and shall be maintained by the homeowner's association.

**7. ARCHITECTURAL FEATURES**

- a. Driveways and Private Walkways – All shall be of a washed aggregate or stamped finished concrete.
- b. Masonry Requirement – 100% brick, stone or real stucco. No Finishing System (EIFS) or artificial stucco material shall be permitted.
- d. Garage Standard – Minimum of a three car garage with wood, architecturally enhanced doors.
- e. Roof Pitch and Roof Materials – All prominent pitched roofs shall be not less than a 5:12 pitch. Materials shall consist of 40 pound architectural dimension shingles, slate, tile or standing seam metal.
- f. Windows – All windows shall be insulated glass with a "low-e" specification. No aluminum windows shall be permitted.

**8. OTHER**

- a. All homes constructed in the development shall be installed with a fire suppression sprinkler system approved by the Fire Marshal.
- b. A minimum of two (2) three-inch caliper trees shall be planted within the front yard of each lot by the homebuilder upon construction of a new home.
- c. Within 60 days of the certificate of occupancy being issued, all lots must be fully irrigated.

- 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 3<sup>rd</sup> day of April 2018.

The second reading and public hearing being conducted on the 17<sup>th</sup> day of April 2018.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 17<sup>th</sup> day of April 2018.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| Mayor Richard Newton    | _____ | Mayor Pro Tem Bobby Lindamood | _____ |
| Place 1, Tammy Nakamura | _____ | Place 5, Nancy Coplen         | _____ |
| Place 3, Kathy Wheat    | _____ | Place 6, Mike Taylor          | _____ |
| Place 4, George Dodson  | _____ |                               |       |

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor

**APPROVED AS TO FORM AND LEGALITY:**

Whitt Wyatt  
City Attorney

The map displays a residential area with several streets and lots. Key streets include Sabine Ct, Jo Carol Ln, Garry Lynne Dr, Chatsworth Dr, Chatsworth Ct E, Dartmoore Ln, Alexandra Dr, Riverwalk Dr, Glade Rd, Carmel Pl, Stafford Dr, Manning Dr, Preservation Ave, San Gabriel Ave, Bluebonnet Dr, and Sabalwood Dr. Lots are numbered throughout the area. Zoning designations are indicated by colored overlays and labels: PUD-R (green), AG (white with red border), R-20 (yellow), and R-40 (light blue). A specific lot at the intersection of Glade Rd and Carmel Pl is highlighted with a red border.

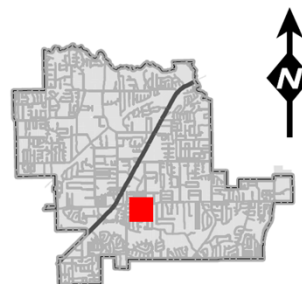


**1309 Glade Road**

**DISCLAIMER:**  
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Subject Property



Being a tract of land out of George W. Teeter Survey, Abstract No. 1543 and situated in the City of Colleyville, Tarrant County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in November 2017, said tract being a portion of the same tract of land described in the deed to Robert Gene Hubbard et ux, Peggy Hubbard recorded in Volume 4069, Page 406 in the Deed Records of Tarrant County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch steel rod found in the southerly right-of-way line of Glade Road (Co. Rd. 3036), said rod being in the northerly boundary line of "Tract No. 1" of said Hubbard Deed and also being the most northerly northwest corner of Lot 1, Block 1, Greener Acres, an addition to the City of Colleyville, Texas according to the plat thereof recorded in Cabinet A, Slide 4936 of the Plat Records of said County;

Thence South 00 degrees 14 minutes 15 seconds East with the westerly boundary line of said Lot 1 a distance of 553.09 feet to a 1/2 inch "MILLER 5665" capped steel rod set for an inner corner thereof;

Thence South 89 degrees 25 minutes 35 seconds West continuing with said westerly boundary line a distance of 58.10 feet to a 1/2 inch steel rod found for an outer point thereof;

Thence South 00 degrees 12 minutes 14 seconds West continuing with said westerly boundary line a distance of 415.82 feet to a 1/2 inch steel rod found for the southwest corner of said Lot 1, said rod being in the northerly boundary line of Block 1, The Lakes of Somerset, an addition to the City of Colleyville, Texas according to the plat thereof recorded in Cabinet A, Slide 312 of said plat records;

Thence North 89 degrees 46 minutes 39 seconds West with said northerly boundary line a distance of 151.92 feet to a point in a fence post found in the easterly boundary line of Carmel Place Estates, an addition to the City of Colleyville, Texas according to the plat thereof recorded as Instrument No. D217142798 of the Official Public Records of said County;

Thence North 01 degrees 25 minutes 38 seconds West with said easterly boundary line a distance of 985.17 feet to a cross in concrete set for the northwest corner of said Tract 1, said cross being in said southerly right-of-way line;

Thence North 89 degrees 53 minutes 54 seconds East with the northerly boundary line of said Tract 1 and with said southerly right-of-way line a distance of 233.33 feet to the point of beginning and containing 4.3968 acres of land, more or less.



# **Exhibit “B” – Statement of Planning Objectives**

## **ZONING APPLICATION NARRATIVE & PUD ORDINANCE**

### **CARMEL PLACE ESTATES EAST**

### **1309 GLADE ROAD, COLLEYVILLE, TX 76034**

#### **STATEMENT OF PLANNING OBJECTIVES**

Centurion Acquisitions, LLC is requesting rezoning of a 4.3968-acre site (191,524 square feet) located at 1309 Glade Road abutting the eastern portion of Carmel Place within the City of Colleyville, from **AG-Agriculture** to **Planned Unit Development-Residential (PUD-R)**. The rezoning objective is to create a complementary subdivision comprised of seven large residential lots having a generous amount of open space that will appropriately complement the existing residential development underway within Carmel Place Estates, a PUD-R District situated on the west side of Carmel Place.

- The residential density is 1.59 well below the maximum residential density of the PUD-R District’s required 1.8 dwelling units per gross acre. It should be noted that this does not include one-half of the abutting street (Carmel Place) which would bring the residential density to 1.45
- All residential lots have a minimum lot size of 20,250 square feet with the average lot size being 21,137 square feet. This exceeds the PUD-R District’s required minimum lot size of 13,000 square feet by over 50% and the District’s required average lot size of 16,000 square feet by over 30%.
- All lots have a minimum of 100 feet of width at the building line thus meeting the PUD-R District’s minimum lot width of 100 feet at the building line.
- The proposed development will have 20% of the land area set aside for open space to be enjoyed by residents of Carmel Place Estates East, meeting the PUD-R District’s required minimum open space and exceeding Carmel Place Estates open space by 30%.
- Decorative 6-foot masonry fencing will be installed on the development’s eastern border and ornamental 6-foot metal fencing will be installed where residential lots abut open space areas. The area abutting the expanded Glade Road right-of-way will have a 6-foot ornamental metal fencing with decorative stone columns to match those installed to the west within Carmel Place Estates.

- The proposed open space will be irrigated, and the open space and other landscape amenities will be maintained by a Homeowner's Association.

## **DEVELOPMENT SCHEDULE**

It is planned that home construction will begin on the seven residential lots sometime within 2018. The only delay would be securing a homebuilder for construction of the homes. Once a building permit is issued, time for completion is estimated from 10-12 months.

## **ECONOMIC DEVELOPMENT INFORMATION**

The average home size is anticipated to be around 5200 square feet at a price point of \$950,000. Using Tarrant County Appraisal District's tax estimator, the City of Colleyville's ad valorem tax rate of .33834 for a home valued at \$950,000 would generate \$3,214 in City taxes and another \$13,269 (tax rate of 1.39670) in taxes to support the City's school system, the Grapevine/Colleyville Independent School District. Seven homes built at this price point would generate \$22,498 in ad valorem taxes for the City and \$92,883 for the City's school system. This is an estimate and could change based on specific criteria considered by the Tax Assessor's office.

## **TRAFFIC IMPACT ANALYSIS**

A Traffic Impact Analysis is not required since only seven homes are proposed which would fall below the projected generation rate of 1000 vehicle trips per day.

## **DRAINAGE ANALYSIS**

A drainage analysis completed for Carmel Place Estates by Thomas Hoover Engineering, LLC dated 6-23-14 is submitted with the Zoning Application. Carmel Place Estates East land area is included in the drainage area of Carmel Place Estates, thus issues related to drainage impacts have already been assessed. Specific lot drainage for the seven lots in Carmel Place Estates East will be a part of the engineering plans and will be consistent with the already submitted drainage analysis.

## **SITE PLAN**

A Site Plan is not required if the approved PUD-R ordinance contains sufficient written detail to establish all site criteria. The following Draft PUD-R Ordinance addresses the proposed site criteria.

ZONING EXHIBIT - 1309 GLADE ROAD

**ZONING: R-20  
LAND USE: SINGLE-FAMILY**

| Overall Parcel Gross Area | Existing Buildings                             | Existing Zoning/Proposed Zoning | Street Area Proposed | Sidewalks Proposed | Open Space SF and percent | Proposed Dwelling Lots | Proposed Dwellings      | Proposed Dwelling Type    |
|---------------------------|------------------------------------------------|---------------------------------|----------------------|--------------------|---------------------------|------------------------|-------------------------|---------------------------|
| 4.3968 Acres - 191,524 SF | Dwelling and out buildings - all to be removed | AG/PUD-R                        | Not applicable       | Not applicable     | 38,320 SF = 20.0%         | 7                      | 1.59 dwellings per acre | Single Family Residential |

**PROPERTY OWNER:** CENTURION ACQUISITIONS, LLC  
1800 Valley View Lane, Suite 300  
Farmers Branch, TX 75234  
817.384.5982  
Contact: Ronnie Barnes

**ENGINEER:** ION DESIGN GROUP, LLC P-6701  
1075 Twin Hills Ave., Suite 350  
Dallas, TX 75231  
214.370.3470 Ph  
Contact: Bryan Klein

**SURVEYOR:** MILLER SURVEYING, INC.  
830 West Glass Blvd., Hurst, TX 76054  
817.577.1052 Ph  
817.577.0972 Fx  
Contact: Jeanne Readings

**VICINITY MAP**  
NOT TO SCALE

**ZONING EXHIBIT FOR ZONING CHANGE REQUEST FROM AG TO PUD-R**



# City of Colleyville City Council Agenda Briefing

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

**Agenda Number** 6c

**Agenda Date** 04/03/2018

**Number** Ordinance O-18-2040

**Type** Public Hearing Agenda Items

**Department** Community Development

## **Title**

Consideration of an amendment to the PUD-R Planned Unit Development-Residential zoning district regarding the minimum roof pitch requirement for the Carmel Place Estates subdivision, located at 4808 to 4920 Carmel Place, Case ZC18-008

## **Strategic Plan**

There is no Strategic Plan connection for this item.

## **Explanation**

### ***First Reading and Public Hearing***

Mike Monk, the applicant, has submitted a request for an amendment to the existing PUD-R Planned Unit Development – Residential ordinance for the Carmel Place Estates development, being approximately 6.4 acres, and zoned PUD-R Planned Unit Development – Residential. The purpose is to amend the PUD-R's minimum roof pitch requirement from a minimum 10/12 pitch to a proposed 5/12 roof pitch for the residential lots (Lots 1-9).

**Existing Conditions/Background:** The subject property consists of nine developable platted lots, 4808 to 4920 Carmel Place, for single-family residential homes. The homes will develop under the guidelines outlined in the PUD-R ordinance adopted in 2008. Recently, a builder submitted an application for a building permit but received notice from staff that his designs did not meet the minimum roof pitch requirement outlined in the ordinance.

## **Proposed Amendment:**

**Request** – The applicant requests to change the minimum required roof pitch described in the PUD-R ordinance from a minimum 10/12 roof pitch to a minimum 5/12 roof pitch. The applicant states that some of the more popular residential roof designs currently in circulation require a smaller, less dramatic roof pitch. The requested change will also allow for a greater variety in roof design within the neighborhood.

**Analysis:** The requested PUD-R amendment will establish a wider variety of roof design options for future residents wanting to build a home along Carmel Place Drive. It's a subtle change which should not drastically or negatively affect the overall aesthetic of the development. The shallower roof pitch allows for roofing character, such as Spanish tile, that a steeper pitch will not allow.

**Surrounding Development:** The properties to the south, east and west have R-20 Single Family Residential zoning and have mostly developed with residential structures. Properties across Glade Road to the north have PUD-R zoning and have developed with residential structures.

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

**Public Notification:** Staff mailed notices to all property owners within 200 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no correspondence has been received.

**Staff Recommendation:** The proposed amendment to the existing PUD-R ordinance adjusting the minimum roof pitch from 10/12 to 5/12 complies with Colleyville development regulations and the comprehensive plan. The amendment may also encourage quicker development of the platted lots since it offers a greater variety of roof design and better facilitates some roof characteristics currently popular. Staff recommends approval of the requested amendment.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission recommended approval of the requested PUD amendment at their March 26, 2018 meeting by a vote of 5-0.

### **Financial Impact**

There is no financial impact to the City.

### **Recommendation**

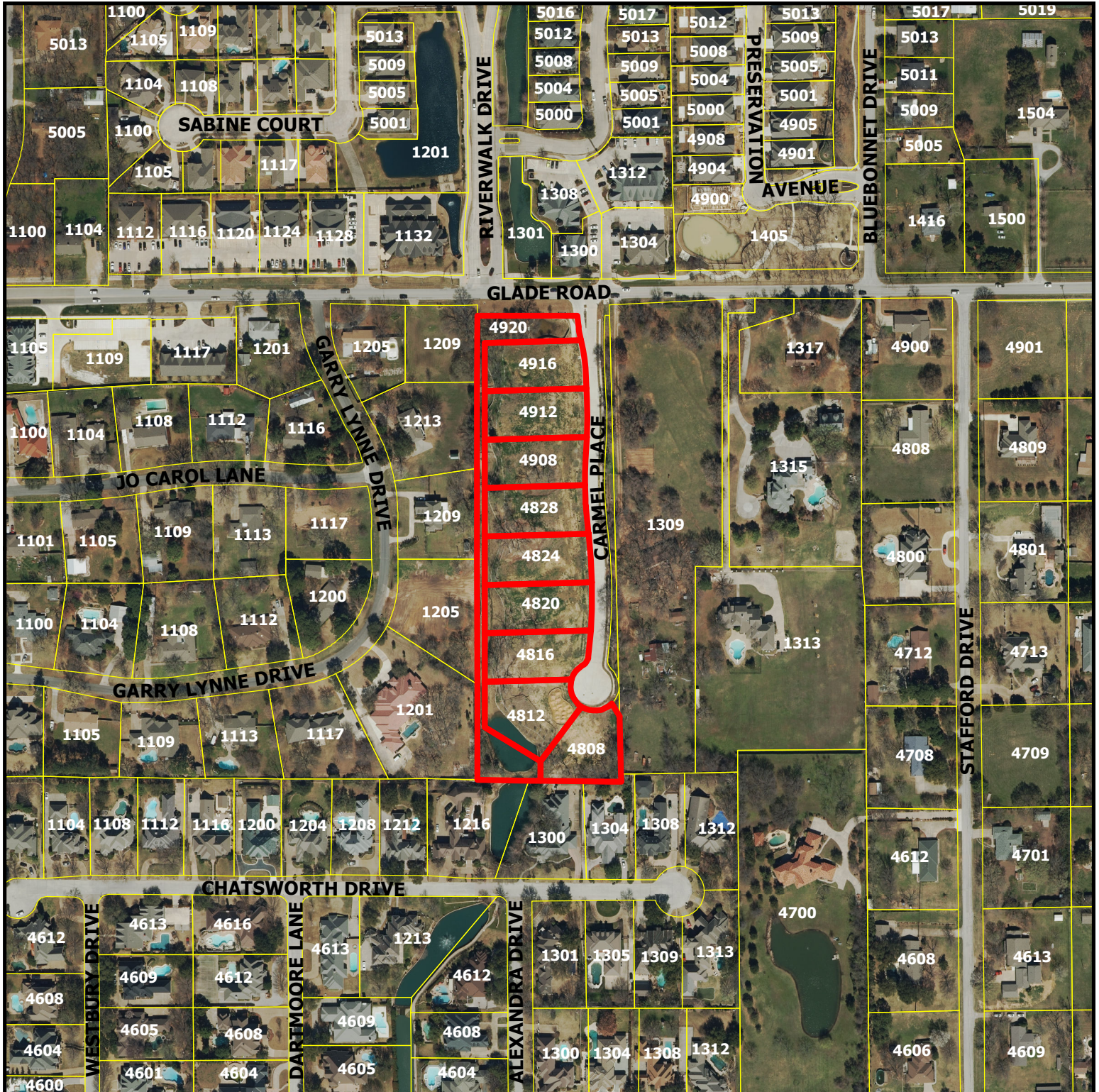
Approve

### **Attachments**

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Roof Pitch Exhibit
6. Notification Map
7. Notification List
8. Ordinance O-18-2040



# Aerial Map





# Zoning Map



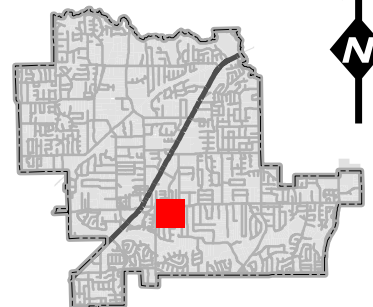
**ZC18-008**

**4808 to 4920 Carmel Place**



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 Subject Property



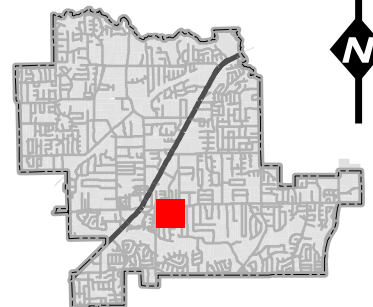
# Future Land Use Map



## ZC18-008

### 4808 to 4920 Carmel Place

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



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# Statement of Planning Objectives

To the City of Colleyville,

Date: 02/16/18

I am writing you this letter as a Colleyville Builder and resident for 38 years. I would like to amend a PUDR Architectural feature in the Ordinance O-08-1659 for Carmel Place Estates, an Addition to the City of Colleyville for New Single Family Residential Homes. The Feature or Restriction I am wanting to change is the rule of a "minimum of a 10/12 Roof Pitch for all homes in Carmel Place. We designed a home to build in this addition and applied for a building permit. Two weeks later I received a call from the city inspector (Eddy) who informed me there was a restriction of a 10/12 minimum roof pitch in Carmel Place along with a few other additional restrictions and that this was agreed with the developer and the City of Colleyville in the PUD zoning he was given for the development of Carmel Place. This condition was in addition to the CCR's for the addition that the Architectural Control Committee can rule on and make changes if necessary to accommodate a change in the guidelines as written.

What we are wanting the City of Colleyville to do is allow the change of this restriction of a minimum roof pitch of a 10/12 to a minimum roof pitch of a 5/12 pitch. This would allow us to build the new and popular designs that are already built and being built in Colleyville and surrounding communities. All this will achieve is more revenue and a bit of variation of beautiful homes for Colleyville.

When we bought the lot we were told by the realtor (Janice Gaunt) that the new owner of the other lots who is Calais Homes (Todd Handwerk, president) would be over the Architectural Control Committee and would be the person to get approval for our plans to build in Carmel Place.

I met with Todd and showed him my preliminary plan that had a 6 & 12 roof pitch and he said there was no problem with anything about my plan, including the roof pitch and approved it for construction. He also showed me a plan with a similar roof pitch that he said he may build in there also. I then finalized my plan with my architect (Rodger Blake Architects) and proceeded to put together a package for submitting to the city for a permit.

I do not have any problem with any of the restrictions other than the roof pitch. I do wish I had been informed of these separate restrictions up front when I asked the realtor and developer for all the restrictions of the addition along with the contract to purchase the lot.

This restriction with the City of Colleyville on the roof pitch is making the new and very popular home designs not able to be built in Carmel Place. This restriction in turn will make the properties in Carmel Place not sought after with our current and future marketplace. The Carmel Place lots can become very nice upscale home sites if the right builders with the right plans are given the opportunity. The home I have planned is a \$1,000,000 plus home and I would very much like to purchase more lots in there to do the same but not with the current roof pitch.

We are not asking for something that will hurt anyone else in the value of their properties or for something that is not already being built in Colleyville or the other surrounding cities.

I have attached a copy of our blueprint that we are going to build at 4816 Carmel Place and a copy of a new home being built behind Carmel Estates located at 1117 Gary Lynne that has a either a 5/12 or 6/12 roof pitch.

## Statement of Planning Objectives

Thank you for attention to this important issue,

HAVEN HOMES, INC

Mike P. Monk, President - 817-412-1545 - [haven3302@aol.com](mailto:haven3302@aol.com) - <http://www.havenhomesusa.com/>

Michael Cole Monk, Vice President - 817-492-5755

MCM CUSTOM HOMES LLC

Michael Cole Monk, President - 817-492-5755

Mike P. Monk, Vice President - 817-412-1545

A handwritten signature in black ink, appearing to read "Mike P. Monk".

All other property owners of Carmel Place Estates that are in agreement with this request:

A handwritten signature in black ink, appearing to read "Jack B. Hamel".

CAVALIS CUSTOM HOMES

FOUNDER AND MANAGING PARTNER



# Statement of Planning Objectives

Thank you for attention to this important issue,

HAVEN HOMES, INC

Mike P. Monk, President - 817-412-1545 – [haven3302@aol.com](mailto:haven3302@aol.com) - <http://www.havenhomesusa.com/>

Michael Cole Monk, Vice President – 817-492-5755

MCM CUSTOM HOMES LLC

Michael Cole Monk, President – 817-492-5755

Mike P. Monk, Vice President – 817-412-1545

**All other property owners of Carmel Place Estates that are in agreement with this request:**

*Rud Full*  
*Brent Franklin*  
*4912 Carmel Place*

# Roof Pitch Exhibit

2/12 pitch



4/12 pitch



5/12 pitch



6/12 pitch



7/12 pitch



8/12 pitch



9/12 pitch



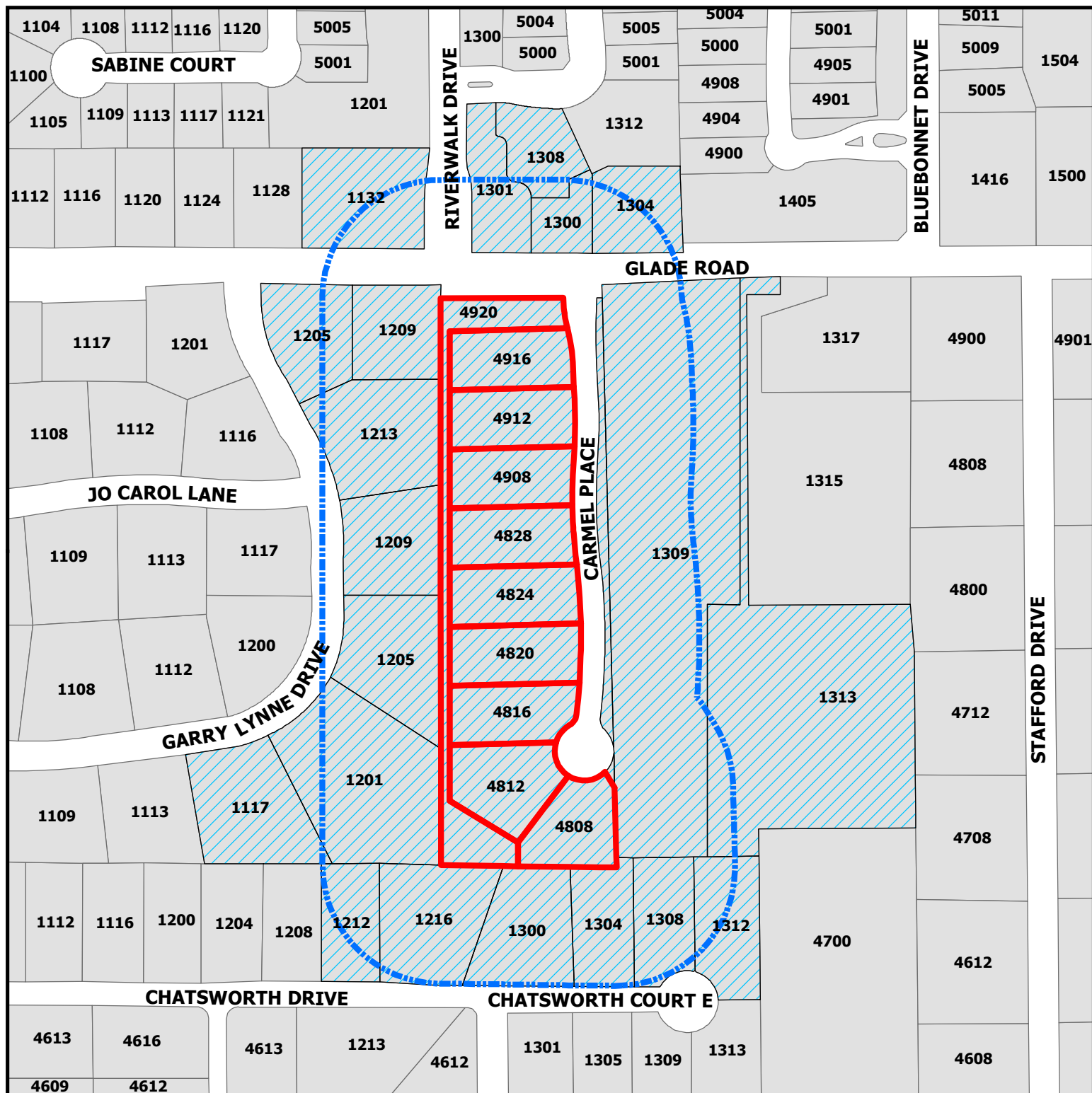
10/12 pitch



12/12 pitch



## Notification Map



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# ZC18-008

## 4808 to 4920 Carmel Place



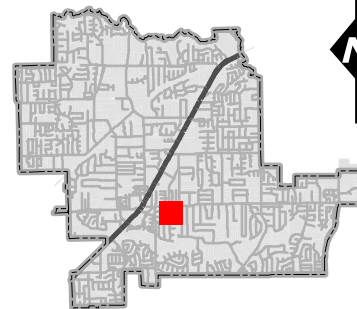
## Subject Property



200ft Buffer



### Properties within 200ft



# Notification List

| Owner_Name                    | Owner_Addr                  | Owner_City         | Owner_Zip | Situs_Addr           |
|-------------------------------|-----------------------------|--------------------|-----------|----------------------|
| ARCLAND INVESTMENTS LLC       | 1300 GLADE RD               | COLLEYVILLE, TX    | 76034     | 1300 GLADE RD        |
| MAUNEY, KEITH                 | 1216 CHATSWORTH DR          | COLLEYVILLE, TX    | 76034     | 1216 CHATSWORTH DR   |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4916 CARMEL PL       |
| SMITH, DENIS J                | 1308 CHATSWORTH CT E        | COLLEYVILLE, TX    | 76034     | 1308 CHATSWORTH CT E |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4908 CARMEL PL       |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4816 CARMEL PL       |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4828 CARMEL PL       |
| KING FISHER LTD               | 1132 GLADE RD               | COLLEYVILLE, TX    | 76034     | 1132 GLADE RD        |
| LOGAN, EMORY M                | 1313 GLADE RD               | COLLEYVILLE, TX    | 76034     | 1313 GLADE RD        |
| COLLEYVILLE, CITY OF          | 100 MAIN ST                 | COLLEYVILLE, TX    | 76034     | 1209 GLADE RD        |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4804 CARMEL PL       |
| HAUTANEN, OSMO A              | 1304 CHATSWORTH CT E        | COLLEYVILLE, TX    | 76034     | 1304 CHATSWORTH CT E |
| EMLER LIVING TRUST            | 1300 CHATSWORTH CT E        | COLLEYVILLE, TX    | 76034     | 1300 CHATSWORTH CT E |
| HUBBARD, ROBERT GENE          | PO BOX 575                  | ALBA, TX           | 75410     | 1309 GLADE RD        |
| FRANKLIN, BRENT               | 2800 HIGHLAND PARK CT       | COLLEYVILLE, TX    | 76034     | 4912 CARMEL PL       |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4808 CARMEL PL       |
| IDOL INVESTMENTS LLC          | 1304 GLADE RD               | COLLEYVILLE, TX    | 76034     | 1304 GLADE RD        |
| SNYDER, JOHN                  | 1701 ROYAL LN #1202         | DALLAS, TX         | 75229     | 4812 CARMEL PL       |
| FOUNTAINS AT RIVERWALK OFFICE | 704 KENT CT                 | SOUTHLAKE, TX      | 76092     | 1301 STONEBRIDGE DR  |
| GRISIO, TERANCE R             | 3505 MEADOWLARK LN          | COLLEYVILLE, TX    | 76034     | 1205 GLADE RD        |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4800 CARMEL PL       |
| WHITTEN, LINDA                | 1209 GARRY LYNNE DR         | COLLEYVILLE, TX    | 76034     | 1205 GARRY LYNNE DR  |
| HSV RETREAT LLC               | 5013 PRESERVATION AVE       | COLLEYVILLE, TX    | 76034     | 1308 GLADE RD        |
| ROACH, ALISHA                 | 1312 CHATSWORTH CT E        | COLLEYVILLE, TX    | 76034     | 1312 CHATSWORTH CT E |
| RODGERS, CONRAD B             | 1213 GARRY LYNNE DR         | COLLEYVILLE, TX    | 76034     | 1213 GARRY LYNNE DR  |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4920 CARMEL PL       |
| SIENA HOMES LLC               | 1800 VALLEY VIEW LN STE 400 | FARMERS BRANCH, TX | 75234     | 4820 CARMEL PL       |
| CADG CARMEL PLACE LLC         | 1800 VALLEY VIEW LN STE 300 | FARMERS BRNCH, TX  | 75234     | 4824 CARMEL PL       |
| WHITTEN, HAROLD               | 1209 GARRY LYNNE DR         | COLLEYVILLE, TX    | 76034     | 1209 GARRY LYNNE DR  |
| SWINDELL, MITCHELL            | 1212 CHATSWORTH DR          | COLLEYVILLE, TX    | 76034     | 1212 CHATSWORTH DR   |
| NEAL, JANIS CAROL TR          | 1117 GARRY LYNNE DR         | COLLEYVILLE, TX    | 76034     | 1117 GARRY LYNNE DR  |
| GRAY, DOUGLAS M               | 1201 GARRY LYNNE DR         | COLLEYVILLE, TX    | 76034     | 1201 GARRY LYNNE DR  |
|                               |                             |                    |           |                      |
| BRIDGES AT RIVERWALK ADDITION | P.O. BOX 1183               | COLLEYVILLE, TX    | 76034     | COURTESY NOTICE      |
| LAKES OF SOMERSET, THE        | 1104 CHATSWORTH COURT WEST  | COLLEYVILLE, TX    | 76034     | COURTESY NOTICE      |
| RIVERWALK AT COLLEYVILLE      | P.O. BOX 1031               | COLLEYVILLE, TX    | 76034     | COURTESY NOTICE      |
| GRAPEVINE COLLEYVILLE ISD     | 3051 IRA E.WOODS AVE        | GRAPEVINE, TX      | 76051     | STATE REQUIRED       |
| MONK, MIKE                    | 201 ROCHELLE COURT          | COLLEYVILLE, TX    | 76034     | APPLICANT            |

Public notices were mailed were mailed Tuesday, February 27, 2018 by Araceli Botello

## **ORDINANCE O-18-2040**

### **AMENDING ORDINANCE O-18-2040 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-08-1659 on February 19, 2008 to grant a rezoning request from the AG Agricultural district to the PUD-R Planned Unit Development – Residential district on 6.4 acres located at 1301 Glade Road, under Case Z-08-002; and

**WHEREAS,** the applicant has requested an amendment to Ordinance O-08-1659 to amend Section 8.d to allow for a 5:12 roof pitch on Lots 1-9, located at 4916, 4912, 4908, 4828, 4824, 4820, 4816, 4812 and 4808 Carmel Place, under Case ZC18-008; 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 designed to lessen congestion in the streets; and 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 1-9, Block 1, of the Carmel Place Estates, located at 4916, 4912, 4908, 4828, 4824, 4820, 4816, 4812, and 4808 Carmel Place, from the PUD-R Planned Unit Development-Residential Zoning District to the PUD-R Planned Unit Development-Residential Zoning District, as depicted in the attached Exhibit "A".
- Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

**1. General**

- a. The following amendments to Ordinance O-08-1659 are hereby authorized:
  - i. Section 8.d of Ordinance O-08-1659 is hereby amended to revise Roof Pitch requirement to be not less than a 5:12 pitch for prominent pitched roofs.
  - ii. Ordinance O-08-1659 hereby remains valid and all provisions of Ordinance O-08-1659 shall remain in full force and effect except where amended herein.
- 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 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 3<sup>rd</sup> day of April 2018.

The second reading and public hearing being conducted on the 17<sup>th</sup> day of April 2018.

PASSED AND APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, AND \_\_\_\_ ABSTENTIONS ON THIS THE 17TH DAY OF APRIL 2018.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| Mayor Richard Newton    | _____ | Mayor Pro Tem Bobby Lindamood | _____ |
| Place 1, Tammy Nakamura | _____ | Place 5, Nancy Coplen         | _____ |
| Place 3, Kathy Wheat    | _____ | Place 6, Mike Taylor          | _____ |
| Place 4, George Dodson  | _____ |                               |       |

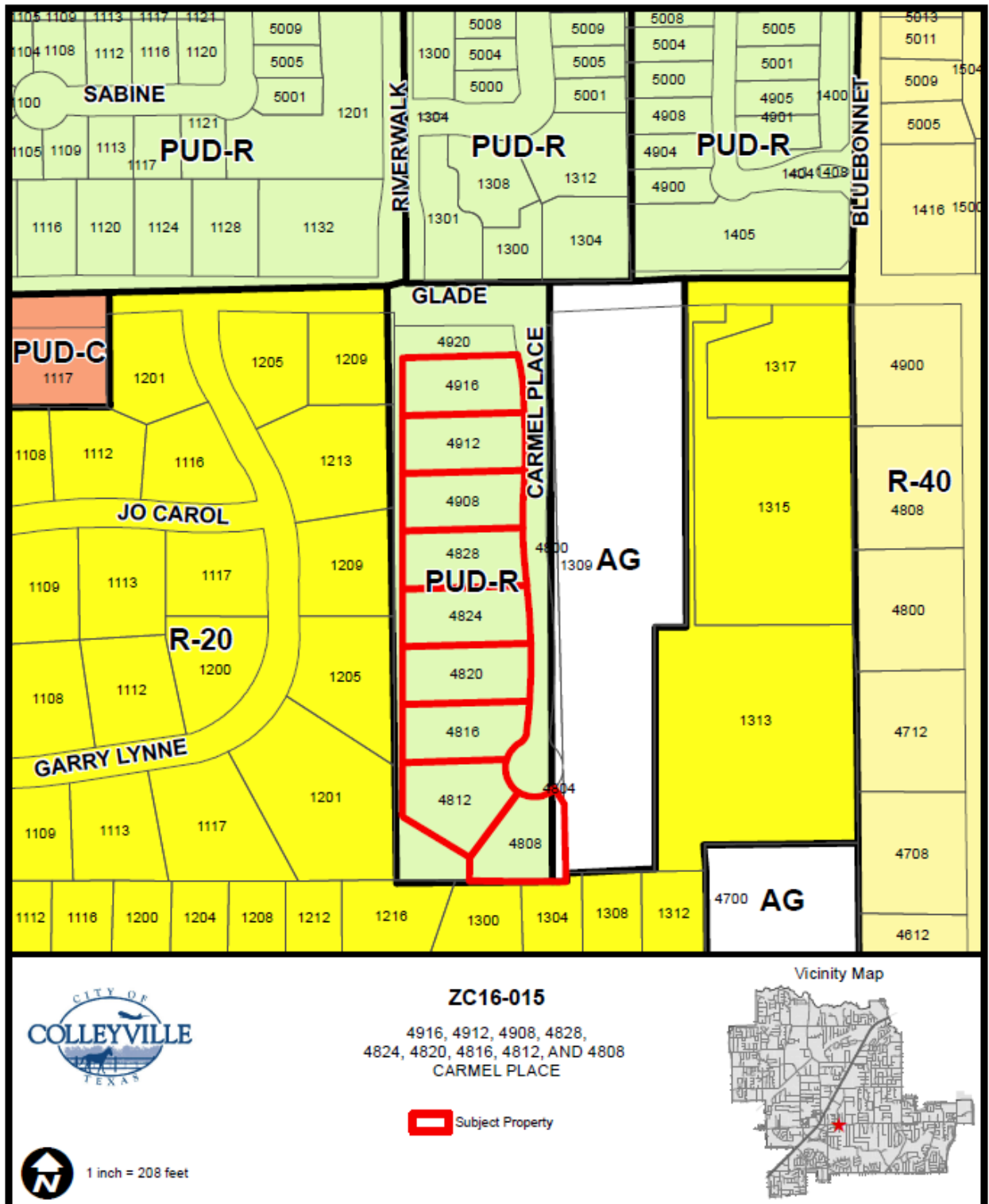
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|----------------|----------------------------|
| <b>ATTEST:</b> | <b>CITY OF COLLEYVILLE</b> |
|----------------|----------------------------|

|                       |                |
|-----------------------|----------------|
| Christine Loven, TRMC | Richard Newton |
| City Secretary        | Mayor          |

**APPROVED AS TO FORM AND LEGALITY:**

Whitt L. Wyatt  
City Attorney

# Exhibit "A"- Zoning Map





# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** 8

**Agenda Date** 04/03/2018

**Type** Report

**Department** Community Development

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## **Title**

Planning and Zoning Commission Worksession Minutes - January 22, 2018  
Planning and Zoning Commission Minutes - February 12, 2018

## **Attachments**

1. Planning and Zoning Commission Worksession Minutes - January 22, 2018
2. Planning and Zoning Commission Minutes - February 12, 2018





# City of Colleyville Planning and Zoning Commission Worksession Minutes

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

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Monday, January 22, 2018

City Council Chambers

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## CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession meeting was called to order by Chairwoman Mathisen on January 22, 2018, at 6:15 p.m.

### Roll Call

**Present:** Sam van Bever, Raymond Allee, Susan Mathisen, Charles Kelley, Claudia Bevill and Jason Elms

**Absent:** Veronica Baughman

**Staff Present:** Ben Bryner, Felix Landry, Mark Wood, Chief Brian Riley, Robert Mckeown, Araceli Botello, and Assistant City Attorney Alexis Allen

## 1. PRESENTATION AND DISCUSSION

- 2a** Presentation and discussion of a proposed self-storage facility and possible zoning change for the property located at 8060 Precinct Line Road

Felix Landry presented the case and briefed the Commission. The request is to rezone to the Planned Unit Development – Commercial district to allow for a self-storage facility.

Chairwoman Mathisen questioned staff regarding the location of the subject property being located south of Lavaca Trail. Staff responded affirmatively.

Chairwoman Mathisen questioned staff on the number of buildings on the site. Staff responded that there are 7 buildings proposed on the site.

Commissioner Elms questioned staff on types of uses surrounding the subject property. Staff responded that there is commercial use to the north and residential use to the south and east of the subject property.

Chairwoman Mathisen questioned staff regarding the current zoning of the subject property. Staff responded that the property is currently zoned as R-40 Single Family Residential district.

Commissioner Elms questioned staff if the Future Land Use designation for the subject property is proposed for commercial development. Staff responded affirmatively.

Commissioner Elms questioned staff if the applicant is the owner of the portion not proposed for a zoning change. Staff responded that the remaining portion would remain in ownership by the current property owner and the proposed portion for rezoning would be purchased by the applicant.

Commissioner Elms questioned staff if the best use for the subject property is a self-storage use. Staff responded the use of self-storage is permitted in the ML Light Manufacturing district only with approval of a Special Use Permit.

Commissioner Elms questioned staff if the ML Light Manufacturing district would be suitable in lieu of a commercial zoning to abut the neighboring residentially zoned properties. Mark Wood, Assistant City Manager, responded that from an economic development perspective the ML zoning would not be appropriate and that a commercial retail zoning would be ideal for the subject property. Staff added that if the applicant proposed a retail use in conjunction with the proposed self-storage use for the remainder of the subject property then it would increase the best use of the property and accommodate the desired commercial retail use.

Commissioner Kelley questioned staff regarding curb cuts off of Precinct Line Road. Ben Bryner, Director of Community Development, responded that this particular right-of-way is regulated by the Texas Department of Transportation and would need to meet all of their requirements.

Chairwoman Mathisen questioned staff regarding the lot width requirement. Staff responded that a regulation to allow for a narrow lot width can be added to the Planned Unit Development zoning ordinance.

Commissioner Elms questioned staff regarding the number of stories for the proposed buildings. Staff responded that the building nearest to the street is two story and the buildings to the back of the property would be one story.

Commissioner Elms questioned staff regarding screening. Staff responded that the landscape buffer is wider than required and the back of the proposed buildings resemble a masonry wall that provides screening.

Chairwoman Mathisen questioned staff regarding the zoning of adjacent properties and the location of the flood plain in relation to the location of the subject property. Staff responded that the adjacent properties are zoned R-40 Single Family Residential zoning district. Staff pointed to the aerial map to show the flood plain's location.

Chairwoman Mathisen questioned staff if there were any other commercial uses proposed by the applicant. Staff responded no.

Chairwoman Mathisen asked the applicant if he would like to speak on the case. Rick Jones, the applicant, responded that he had nothing formal to present and that he was available to answer any questions by the Commission.

**2b** Presentation and discussion of a proposed expansion and possible zoning change of the Bluebonnet Hills Cemetery on property located at 5713 Colleyville Boulevard

Ben Bryner presented the case and briefed the Commission. The request would include a change of zoning to the CC-1 Village Retail zoning district and a Special Use Permit to allow for the cemetery use. The cemetery is making improvements for more burial sites.

Commissioner Elms questioned staff regarding the purpose of the northeast corner of the subject property. Staff responded he was not sure. Staff added that the applicant would be the most appropriate to respond to the inquiry and the existing use of the property.

Chairwoman Mathisen questioned staff regarding placing a buffer between the subject property and neighboring properties. Staff responded that there is a row of trees that provide screening between the subject property and the properties to the east.

**2c** Presentation and discussion of a proposed zoning change for the property located at 1312 John McCain Road for a proposed new single-family residential subdivision

Felix Landry presented the case and briefed the Commission. The request is to rezone to the Planned Unit Development – Residential zoning district.

Chairwoman Mathisen questioned staff if the access point off of Holly Lane is intended as an exit only for the subdivision. Staff directed the question to the applicant to respond. Curtis Young, the applicant, responded that the access point off Holly Lane could be designated as an exit-only point for the subdivision. Currently it is shown as a full access street intersection.

Commissioner Elms questioned the applicant about conducting a base level traffic impact analysis for the potential traffic generated by the subdivision. The applicant agreed to evaluate the traffic impact.

Commissioner Elms questioned the applicant regarding screening. The applicant responded that wrought iron fencing is proposed adjacent to the open spaces and along Holly Lane. A combination of wrought iron fencing and a masonry wall would be located along John McCain Road. Similarly, a combination of a brick wall and wrought iron fencing is proposed along the eastern property lines.

Commissioner Baughman questioned the applicant regarding the size of the lots. The applicant responded that lots are all over 14,000 square feet and the average lot size is approximately 20,000 square feet. The applicant added that there are 5 fewer lots proposed for development of the subdivision from last presentation.

Chairwoman Mathisen questioned the applicant regarding the density calculations for the proposed subdivision. The applicant responded that traditional density is the number of units on gross acreage of the property. The applicant asked staff if open space is included in calculating net density. Staff responded that the calculations by Chairwoman Mathisen kept some of the open space, but removed the area within the flood plain.

Commissioner Baughman questioned the applicant on the size of the homes to be built on the lots. The applicant responded that the lots could have a buildable area of 5,000 – 6, 000 square feet. He added that the average home would have a 4,000-6,000 square foot footprint.

Commissioner Bevill questioned the applicant regarding the average percent of lot coverage for the proposed lots. The applicant responded that if the home has a 4,000 square foot footprint then the lot coverage would be about 30 percent. The applicant added that they would request flexibility for lot coverage.

Commissioner Baughman questioned the applicant regarding the price of the homes to be built. The applicant responded that these would be expensive homes, the price ranging from \$275 – \$300 a square foot.

Commissioner Baughman questioned the applicant regarding the number of builders the applicant has planned for the development. The applicant responded that he has half a dozen builders interested in building homes for the subdivision.

Chairwoman Mathisen questioned the applicant if he would be willing to share the information as to names of those builders. The applicant responded affirmatively.

Burt Collins, the owner, came forward to brief the Commission. Commissioner Elms questioned the applicant about extending the green space along Holly

Lane. The applicant responded that the green space is within the right of way which is outside the property. The applicant added that there would be a rear setback and it would create a landscaping buffer.

(Citizen comes forward and addresses concerns regarding drainage. The applicant address the citizens' inquiry.)

Chairwoman Mathisen makes an announcement that the worksession is not open for public hearing and requested that the meeting continue.

The applicant indicated that they will continue to reach out to adjacent property owners.

**2d** Presentation and discussion of a proposed Minor Plat for the property located at 5307 Colleyville Boulevard

Ben Bryner presented the case and briefed the Commission. The Minor Plat is for a single lot to allow for an optometry business with one additional lease space planned for restaurant use. The lot does not meet the minimum lot width for the CC-1 zoning district and thus requires a plat waiver.

Chairwoman Mathisen questioned staff if there is a shared driveway with the adjacent properties. Staff responded that the applicant's current design proposes their own drive way but staff is requiring that they connect with the adjacent property to the north to provide emergency vehicles to exit back onto Colleyville Boulevard. Staff added that the applicant has an agreement with the property to the north to accommodating this.

Commissioner Elms questioned staff if there was any right-of-way taken from the property for the development of State Highway 26. Staff pointed to the plat exhibit and responded that any right of way would be accounted for and shown by the plat exhibit.

Commissioner Elms questioned staff if the applicant presented a site plan. Staff responded that there is a site plan provided by the applicant under review and that it could be presented to the Commission at the next Planning and Zoning Commission Meeting.

**2e** Presentation and discussion of a proposed Preliminary/Final Plat for the property located at 3805, 3809, & 3801 Glade Road and 4908 & 4900 Heritage Avenue

Felix Landry presented the case and briefed the Commission. The request will create 2 commercial lots. No questions were asked by the Commission.



**2f** Presentation and discussion of a proposed Site Plan for the property located at 3805, 3809, & 3801 Glade Road and 4908 & 4900 Heritage Avenue

Felix Landry presented the case and briefed the Commission. The site plan will allow for retail development. The existing PUD-R zoning requires that a site plan be approved by the City Council after recommendation by the Commission.

Chairwoman Mathisen questioned staff on the number of proposed structures. Staff responded that there are two proposed structures.

Commissioner Bevill questioned staff if a masonry wall would be built adjacent to the residential lots to the south. Staff responded affirmatively. Additionally, there is an existing retaining wall at the property line between the adjacent residential lots to the south.

Chairwoman Mathisen questioned staff if the properties to the south were zoned R-20 Single Family Residential. Staff responded that the properties to the south are zoned PUD-R Planned Unit Development Residential.

Commissioner Elms questioned staff if there are currently 6 platted lots for the subject property. Staff responded there are 5 parcels for the subject property that will be reconfigured to create 2 platted lots.

Commissioner Elms questioned staff on the issues being currently worked on. Staff responded that they are working with applicant on tree preservation and mitigation. Staff added that requirements with engineering have been resolved and staff is working with applicant on final landscaping.

Commissioner Elms questioned staff regarding access from Glade Road and Heritage Avenue. Staff responded that there is no drive approach on to Rothschild Boulevard. Staff added that there would be one access from Glade Road and an additional access from Heritage Avenue.

Chairwoman Mathisen questioned staff regarding the types of businesses that were proposed for the development. Staff directed the question to the applicant. Reece Bierhalter, the applicant, responded that a mixture of restaurants and retail are planned for the proposed development. Mark Wood, Assistant City Manager, added that no particular business has signed a lease space, but there are some exciting restaurants that are looking into leasing a space. Mr. Wood added that a mixture of retail and restaurants are being proposed for the site.

Chairwoman Mathisen questioned staff when the case would be presented before the Commission. Staff responded that the case is proposed to be presented before the Commission in February if all tree preservation issues are resolved before then. Otherwise the case will have to be pushed to March.

**3. ADJOURMENT**

The meeting adjourned at 7:24 p.m.

The minutes were written and prepared by:



Araceli Botello  
Planning Technician

The meeting minutes were approved on March 26, 2018 by a vote of 5-0.



# City of Colleyville Planning and Zoning Commission Minutes

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

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Monday, February 12, 2018

City Council Chambers

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## CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission meeting was called to order by Vice Chair van Bever on February 12, 2018, at 7:00 p.m.

### Roll Call

**Present:** Raymond Allee, Veronica Baughman, Sam van Bever, Charles Kelley, Claudia Bevill, and Jason Elms

**Absent:** Susan Mathisen

**Staff Present:** Ben Bryner, Felix Landry, Oscar Chavez, Taylor Schauwecker, Chief Brian Riley, Robert Mckeown, Eddie Tangadunrat, Araceli Botello, and City Attorney

## 1. SWEARING IN OF NEWLY APPOINTED MEMBERS

Araceli Botello swore in newly appointed members:

Raymond Allee, Place 2

## 2. APPROVAL OF MINUTES

**Commissioner Kelley made a motion to approve the October 9, 2017 minutes. Commissioner Baughman seconded.**

**The motion to approve carried by the following vote:**

**Aye: 6** – Allee, Baughman, van Bever, Kelley, Bevill, and Elms

**Nay: 0**

**Commissioner Elms made a motion to approve the December 11, 2017 minutes. Commissioner Baughman seconded.**

**The motion to approve carried by the following vote:**

**Aye: 6** – Allee, Baughman, van Bever, Kelley, Bevill, and Elms

**Nay: 0**

**3. CITIZEN COMMENTS / PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**

John Perone, 1216 Holly Lane, came forward and spoke regarding 1312 John McCain and in keeping with the City's Master Plan, concerns about density & drainage, and the outlet & traffic of the Plantation Development.

Kathy Hadley, 204 N. Timberline Drive, came forward and spoke regarding 1312 John McCain and concern about high density.

**4. REGULAR AGENDA ITEMS**

**4a** Consideration of a Minor Plat for Sky Blue Place Addition on property legally described as Tract 1B01B1, Abstract 936, of the Joseph M Looney Survey, located at 5307 Colleyville Boulevard, Case PC17- 001

Ben Bryner presented the case and briefed the Commission.

Commissioner Elms questioned staff if the applicant would require any additional variances in the future for the Minor Plat. Staff responded that no additional variance would be required and the plat complies with all setback requirements.

Commissioner Elms questioned staff if the plat meets all the zoning requirements with the exception of the lot width. Staff responded affirmatively. Staff added that the lot is much deeper than it is wide, therefore requires a lot waiver for the lot width only.

Vice Chair van Bever requested a motion for the case.

**Commissioner Elms made a motion to approve Case PC17-001 with a waiver for lot width being approximately 137 feet. Commissioner Baughman seconded.**

**The motion to approve carried by the following vote:**

**Aye: 6** – Allee, Baughman, van Bever, Kelley, Bevill, and Elms

**Nay: 0**

**4b** Consideration of a Preliminary/Final Plat for Tracts 6, 6C, 6D, & 1B3, Abstract 352 & 685, in the Elizabeth Cox Survey and Tracts 1B, 1B01, 1B1, 1B4, Abstract 685, in the John H. Havens Survey, located at 3805,

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3809, & 3801 Glade Road and 4908 & 4900 Heritage Avenue, Case PC16-015

Felix Landry presented the case and briefed the Commission.

The applicant, Derick Murway, 151 Players Circle, Southlake, came forward and briefed the Commission.

Commissioner Elms questioned the applicant regarding improvements for better access of the driveway on Heritage Avenue. The applicant responded that additional improvements for the access on Heritage Avenue has not been addressed, but will be discussed with staff. Staff added that there is plenty of right of way and any improvements on Heritage Avenue would be addressed with the applicant at the time of construction.

Vice Chair van Bever requested a motion for the case.

**Commissioner Elms made a motion to approve Case PC16-015. Commissioner Allee seconded.**

**The motion to approve carried by the following vote:**

**Aye: 6** – Allee, Baughman, van Bever, Kelley, Bevill, and Elms

**Nay: 0**

**4c** Consideration for approval of a Site Plan for business suites on Tracts 6, 6C, 6D, & 1B3, Abstract 352 & 685, in the Elizabeth Cox Survey and Tracts 1B, 1B01, 1B1, 1B4, Abstract 685, in the John H. Havens Survey, located at 3805, 3809, & 3801 Glade Road and 4908 & 4900 Heritage Avenue, Case SP16-005

Felix Landry presented the case and briefed the Commission.

Commissioner Elms questioned staff if the proposed site plan as amended meets the Tree Preservation ordinance. Staff responded affirmatively.

The applicant, Derick Murway, 151 Players Circle, Southlake, came forward and briefed the Commission. The applicant presented an exhibit of the architectural renderings for the proposed development.

Commissioner Elms questioned the applicant regarding the direction of the view for the building. The applicant responded that the visual is from a corner angle view.



Commissioner Elms questioned the applicant regarding the purpose of the culvert which is called the plaza. The applicant responded that the area is where the outdoor seating will be located and will function as a gathering area similar to other restaurants.

**Commissioner Kelley made a motion to approve Case SP16-005. Commissioner Baughman seconded.**

**The motion to approve carried by the following vote:**

**Aye: 6** – Allee, Baughman, van Bever, Kelley, Bevill, and Elms

**Nay: 0**

## **5. PUBLIC HEARING AGENDA ITEMS**

**5a** Consideration of a zoning change from the R-40 Single Family Residential zoning district to the PUD-C Planned Unit Development - Commercial zoning district on a portion of Tract 1, Abstract 1154, of the R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC17-023

Felix Landry presented the case and briefed the Commission.

The applicant, Rick Jones, 6606 Meadow Road, Dallas, TX, came forward and briefed the Commission.

Commissioner Elms opened discussion regarding concerns that the back portion of the lot is being proposed for development prior to development of the front portion of the lot. The applicant responded that the owner's perspective is that the back or rear portion is more difficult to develop than the front. The owner had received several inquiries for developing the front, but none for the back.

Commissioner Bevill questioned the applicant regarding developing 40 self-storage facilities in the Dallas-Fort Worth area and only owning 30 of those facilities. The applicant responded that he has sold some of his facilities and some facilities he has owned for more than 15 years.

Commissioner Bevill questioned the applicant regarding the facility in Roanoke that was closed. The applicant responded that the facility was recently sold.

Commissioner Bevill questioned the applicant regarding partnership with U-Haul at one of the applicant's facilities. The applicant responded that he is not looking to partner with U-Haul for the proposed facility in Colleyville.

Commissioner Bevill questioned the applicant regarding speaking with property

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owners adjacent to the subject property about the proposed development. The applicant responded that he did not hold neighborhood meetings, but that he sent packages with information to the surrounding Homeowner Associations.

Commissioner Elms questioned the applicant about using the building as a screening wall to the adjacent R-40 Single Family Residential lots. The applicant responded that the back of each building are all the same and are built with brick masonry and cast stone trim. The applicant added that there would be buildings connected by masonry walls, and that together it provides a masonry barrier between the commercial activities from the adjacent residential.

Commissioner Elms questioned the applicant about the elevation of the subject property being higher than the adjacent residential properties making the effectiveness of the screening to be diminished. The applicant responded that the buildings are very low profile at 10 to 12 feet tall.

The public hearing was opened at 7:57 p.m.

Lynnette Stanley, 1101 Lavaca Trail, came forward and spoke in opposition to the case. Mrs. Stanley addressed concerns regarding drainage.

The owner, Billye Souder Fowler, 4908 Colleyville Boulevard, Suite 306, came forward and briefed the Commission. She spoke about the previous inquiries for the front of the property.

The applicant, Rick Jones, came forward and addressed the concerns brought forth by the citizens, specifically the concerns surrounding drainage. Mr. Jones directed technical drainage concerns to Staff. Staff responded that it is required that no additional run-off drain into adjacent properties. This is handled by detaining the run-off and having it discharge slowly, or at the same rate as before development. Staff added that the applicant will be required to provide a site plan with engineering details which will be reviewed by staff to make sure it complies with the Land Development Code.

The public hearing was closed at 8:07 p.m.

Vice Chair van Bever opened discussion.

Commissioner Elms noted that there is a serviceable plan for how self-storage can be done, but he is not convinced that it is the highest and best use of the property. Commissioner Allee added that Master Plan dictates for the property to be zoned as a commercial district. Commissioner Elms responded that the request submitted by the applicant would require a manufacturing type of zoning for the proposed use to be considered. Staff added that the proposed

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self-storage is requires the Light Manufacturing zoning district and a Special Use Permit to be permitted under standard zoning.

**Commissioner Elms made a motion to deny Case ZC17-023. Commissioner Baughman seconded.**

**The motion to deny carried by the following vote:**

**Aye: 5** – Baughman, van Bever, Kelley, Bevill, and Elms

**Nay: 1** - Allee

**5b** Consideration of a zoning change from the AG Agricultural zoning district to the CC-1 Village Retail zoning district and a Special Use Permit (SUP) for Cemeteries or Mausoleums on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC18-001

Ben Bryner presented the case and briefed the Commission.

Commissioner Bevill questioned staff regarding any response from surrounding property owners. Staff responded that no official response regarding the case was received from surrounding property owners by staff.

Commissioner Bevill questioned staff regarding the required parameters for burial sites within a development. Staff responded that there are no regulations within the Land Development Code. Staff added that there are no landscape requirements for burial sites.

Commissioner Bevill questioned staff about placing a regulation for a setback on the east side of the property. Staff responded that a regulation can be added regarding setbacks as part of the Special Use Permit approval.

Commissioner Baughman questioned staff regarding the stone retaining wall and 4 foot chain link fence along Hall Johnson Road. Staff responded that as the wall continues to the east it will taper down and the overall height of the wall will get shorter. Staff added that the fence may extend to the eastern boundary.

Commissioner Baughman questioned staff regarding trees being placed along Hall Johnson Road. Staff directed the question to the applicant.

The applicant, Cary Grossi, 5204 Grovewood Drive, McKinney, TX, came forward and briefed the Commission. The applicant stated that in regards to landscaping, he intends to either enhance the beauty or keep what is already in

place at the cemetery.

Commissioner Elms questioned the applicant regarding the standard boundary for burial sites to the property line. The applicant responded that there is 6-8 feet of space from the sidewalk to the start of the property line, and another 6-8 feet from the property line to where the vegetation begins. The applicant added that he does not intend to add a line of trees similar to the east boundary due to concerns of safety as a result of closed or blocked visual into the cemetery.

Commissioner Elms questioned the applicant regarding the proximity of the boundary to the residential properties and the trees line to the east. The applicant responded that development may not occur within that eastern-most area for another 10 years. The applicant added that there is no interest in destroying the line of trees which create a perfect barrier from the residential properties.

Commissioner Elms questioned the applicant about placing conditions for setbacks on the subject property. The applicant responded that they would be open to discussing the placing of setbacks on the property if those are no more than 40-50 feet from the property line.

Commissioner Elms questioned the applicant regarding the wall and fencing along Hall Johnson Road. The applicant responded that the plan was to extend the existing screening, but are currently looking at other options for screening material. The applicant added that they are looking at lowering the retaining wall and don't want place a high fence.

Commissioner Kelley questioned the applicant about a 10 foot setback on the east boundary of the property. The applicant responded that it seemed reasonable.

The public hearing was opened at 8:27 p.m.

Polly Tyler, 1908 Arrington Court, came forward and spoke in opposition to the case. Ms. Tyler addressed concerns regarding silt entering the pond in the adjacent development, drainage, and communication with the funeral home.

Larry Boyd, 1805 Arrington Green, came forward and spoke in opposition to the case. Mr. Boyd addressed concerns regarding drainage and erosion.

Ricky Texada, 1801 Arrington Green, came forward and spoke in opposition to the case. Mr. Texada addressed concerns regarding drainage, screening, burial site setbacks, and the topography of the subject property.

The applicant, Cary Grossi, 5204 Grovewood Drive, McKinney, TX, came forward for a rebuttal before the Commission. The applicant addressed concerns brought forth by the citizens and addressed drainage and screening.

The public hearing was closed at 8:44 p.m.

Commissioner Elms opened discussion regarding the topography of the subject property, drainage, looking into a storm water pollution prevention plan for activities involving construction, and the case presented before the commission as a zoning change request. Staff responded that the applicant did not present additional documents that specifically address drainage for the zoning request. Staff added that the City's Environmental Officer and City Engineers visited the construction site when initial work began. Work was halted thereafter in an attempt to prevent additional disturbance that would increase run-off.

Commissioner Baughman questioned staff what the measurement is from the pile of silt to the line of the trees along the east boundary. A citizen from the audience responded 50 feet.

Commissioner Elms noted that there are concerns regarding how storm water is being handled to prevent flooding to the adjacent properties and damage to the trees in the east boundary. Commissioner Bevill added that she would like to hear from the City Engineers and have a discussion regarding placing guidelines for setbacks and drainage requirements.

Commissioner Kelley noted that it would be appropriate to table the case to the next Planning and Zoning Commission meeting to give the applicant an opportunity to talk to adjacent property owners, address drainage issues with staff, and provide suggestions on setbacks from the east property boundary. Commissioner Bevill stated she agreed with Commissioner Kelley.

**Commissioner Bevill made a motion to table Case ZC18-001 to the March 26, 2018 Planning and Zoning Commission Meeting.**

Commissioner Allee requested to make a comment and noted that the case presented before the commission is for a zoning change request. Commissioner Baughman added that tabling the case would allow for the additional information requested to be presented before the commission. The City Attorney requested that the motion presented be completed before any further discussion.

**Commissioner Kelley seconded the motion.**

**The motion to table carried by the following vote:**



**Aye: 5** – Baughman, van Bever, Kelley, Bevill, and Elms

**Nay: 1** - Allee

**6. ADJOURNMENT**

The meeting adjourned at 8:56 p.m.

The minutes were written and prepared by:



Araceli Botello

Planning Technician

The meeting minutes were approved on March 26, 2018 by a vote of 5-0.

**RESOLUTION R-18-4250**

**A RESOLUTION APPROVING CITY COUNCIL ACTION  
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF  
APRIL 3, 2018**

**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:**

a. THAT

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_ AYES, \_ NAYS AND \_ ABSTENTIONS ON THIS  
THE 3<sup>RD</sup> DAY OF APRIL 2018.

|                         |       |                               |       |
|-------------------------|-------|-------------------------------|-------|
| Mayor Richard Newton    | _____ | Mayor Pro Tem Bobby Lindamood | _____ |
| Place 1, Tammy Nakamura | _____ | Place 3, Kathy Wheat          | _____ |
| Place 4, George Dodson  | _____ | Place 5, Nancy Coplen         | _____ |
| Place 6, Mike Taylor    | _____ |                               |       |

**ATTEST:**

**CITY OF COLLEYVILLE**

Christine Loven, TRMC  
City Secretary

Richard Newton  
Mayor