



City of Colleyville City Council Agenda

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

Tuesday, April 17, 2018

WORKSESSION 4:30 PM EXECUTIVE CONFERENCE ROOM THIRD FLOOR

CALL TO ORDER

- WS-1** Presentations by local agencies (Alliance for Children, Grapevine Relief and Community Exchange, Metroport Meals on Wheels, Special Needs Assistance Partners, Safe Haven, and Colleyville Chamber of Commerce) seeking grants from the City of Colleyville
- WS-2** Presentation and discussion of final plaza conceptual design
- WS-3** Discussion of public art in roundabouts
- WS-4** Discussion of tree and sound mitigation along the railroad tracks
- WS-5** Glade Road Project update
- WS-6** Discussion of the April 17, 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 - Update from the City Manager on personnel vacancies and plan of action

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 Jay Franks, Compass Christian

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-18-4251

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 Meena Pandit, NASA Texas high school aerospace scholar and recognition of National Dark Sky Week - Mayor Richard Newton

In recognition of the April Featured Business of the Month - Teddy's Bigger Burgers, 4712 Colleyville Boulevard, Suite 100 - Franchise Owner Brad Cypert, Mayor Richard Newton, and Assistant City Manager Mark Wood

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-18-4252

4a Approval of the minutes of the regular City Council meeting of April 17, 2018

4b Approval of an Interlocal Agreement with the City of Grapevine for the installation of fiber optic cable

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

5b 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

5c 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

6. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**6a Ordinance O-18-2041**

Consideration of amending the City of Colleyville Code of Ordinances, Chapter 14 – Animals, by amending and restating Sections 14-18; 14-19; and 14-41; creating an offense for failure to remove dog excreta from certain property

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-18-4253**

Denial of Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor (DCRF) seeking to increase electric distribution rates within the City

7b Resolution R-18-4254

Appointment of a Contracting Party Representative and Alternate Contracting Party Representative to represent the City of Colleyville at the Trinity River Authority's Tarrant County Water Supply Project Customer City meetings and an Operating Emergency Contact

7c Resolution R-18-4255

Appointment of a Contracting Party Representative, Alternate Contracting Party Representative to the Advisory Committee of the Trinity River Authority's Central Regional Wastewater System and an Operating Emergency Contact

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

9. REPORTS

Monthly Financial Report - March 2018

Library Board Minutes - February 12, 2018

Zoning Board of Adjustment Minutes - January 9, 2018

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR APRIL 17, 2018 - READING AND PUBLIC HEARING - RESOLUTION R-18-4256

11. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards Friday, April 13, 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
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number WS-1

Agenda Date 04/17/2018

Type Worksession

Department City Secretary

Title

Presentations by local agencies (Alliance for Children, Grapevine Relief and Community Exchange, Metroport Meals on Wheels, Special Needs Assistance Partners, Safe Haven, and Colleyville Chamber of Commerce) seeking grants from the City of Colleyville

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

This item provides for local agencies seeking a Fiscal Year 2019 grant from the City of Colleyville, to introduce their organization and needs, prior to the budget worksessions taking place.

The chart below provides a historical view of grant requests and allotted funding, as well as a FY2019 request.

Agency Grants						
Agency	FY14 Funding	FY15 Funding	FY16 Funding	FY17 Funding	FY18 Funding	FY19 Request
Alliance for Children	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
GRACE	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$10,000
Metroport Meals on Wheels	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$12,000
Safe Haven	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,500
Special Needs Assistance Partners	\$500	\$500	\$500	\$500	\$500	\$500
Chamber of Commerce	\$5,200	\$5,200	\$4,240	\$3,740	\$3,740	\$4,250
Total:	\$27,700	\$27,700	\$26,740	\$26,240	\$26,240	\$31,750

Attachments

1. Agency Presentations - April 2018



Presentations by local agencies seeking FY 19 grants from the City of Colleyville

**City Council Worksession
April 17, 2018**



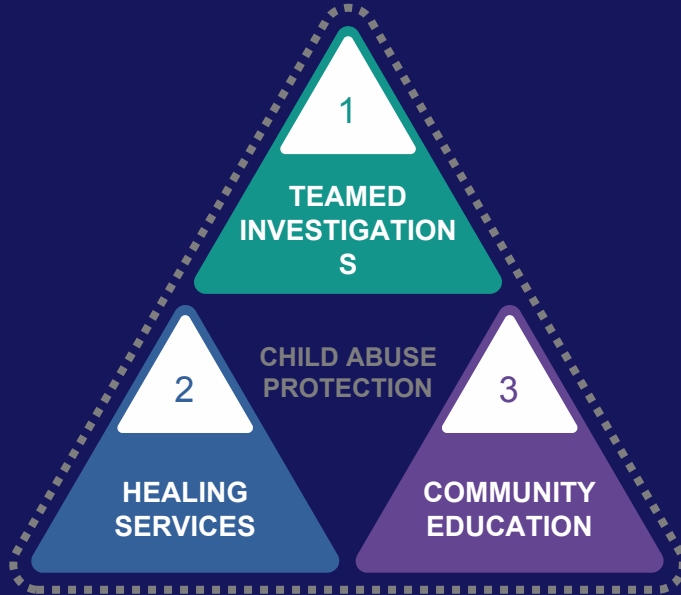
Alliance for Children

Julie Evans, Executive Director

ALLIANCE FOR CHILDREN

SERVING TARRANT COUNTY SINCE 1992

OUR MISSION



THE MISSION OF ALLIANCE FOR
CHILDREN IS TO PROTECT
TARRANT COUNTY CHILDREN
FROM CHILD ABUSE THROUGH
**TEAMED INVESTIGATIONS,
HEALING SERVICES, AND
COMMUNITY EDUCATION.**

TEAMED INVESTIGATIONS

- PARTNER WITH AGENCIES INVOLVED IN CHILD ABUSE INVESTIGATIONS
 - CHILD PROTECTIVE SERVICES
 - TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY
 - COOK CHILDREN'S MEDICAL CENTER
 - 23 LOCAL LAW ENFORCEMENT AGENCIES
- MULTI-DISCIPLINARY TEAM COORDINATION
 - 74 DFPS Intakes from Colleyville
- FORENSIC INTERVIEW SERVICES
- BI-WEEKLY CASE STAFFING



TEAMED INVESTIGATIONS

SPECIALIZE IN CASES INVOLVING:

- SEVERE PHYSICAL ABUSE
- CHILD FATALITIES
- CHILDREN WHO HAVE WITNESSED A VIOLENT CRIME
- SEXUAL ABUSE INCLUDING CHILD SEX TRAFFICKING

18 CASES MET CRITERIA FOR ACTIVE CASE COORDINATION

LOCAL LAW ENFORCEMENT

Call 911 to Report Child Abuse

Assess Criminal Elements & Evidence

Investigation Closed OR Case Referred to District/County Attorney

Case Declined OR Case Presented to Grand Jury

Case No Billed OR Case Indicted

Criminal Prosecution — Plea or Trial

AFC
ALLIANCE FOR CHILDREN

SHARED WITH CAC

SHARED WITH CAC

SHARED WITH LAW ENFORCEMENT

SHARED WITH THE DEPARTMENT OF FAMILY & PROTECTIVE SERVICES

DEPARTMENT OF FAMILY & PROTECTIVE SERVICES

Child Protective Services, Child Care Licensing, Adult Protective Services

Call Texas Abuse Hotline to Report Child Abuse
1-800-252-5400

Assess Child Safety and Risk

Protective Caregiver — Case Closed

OR

Assigned to Family Based Safety Services

OR

Child Placed in Foster Care

Multidisciplinary Team
Communication, Case Management, Collaboration

Medical Assessment

Forensic Interview

Joint Investigation Coordination

AFC Facilitates Services

Family Advocacy and Support

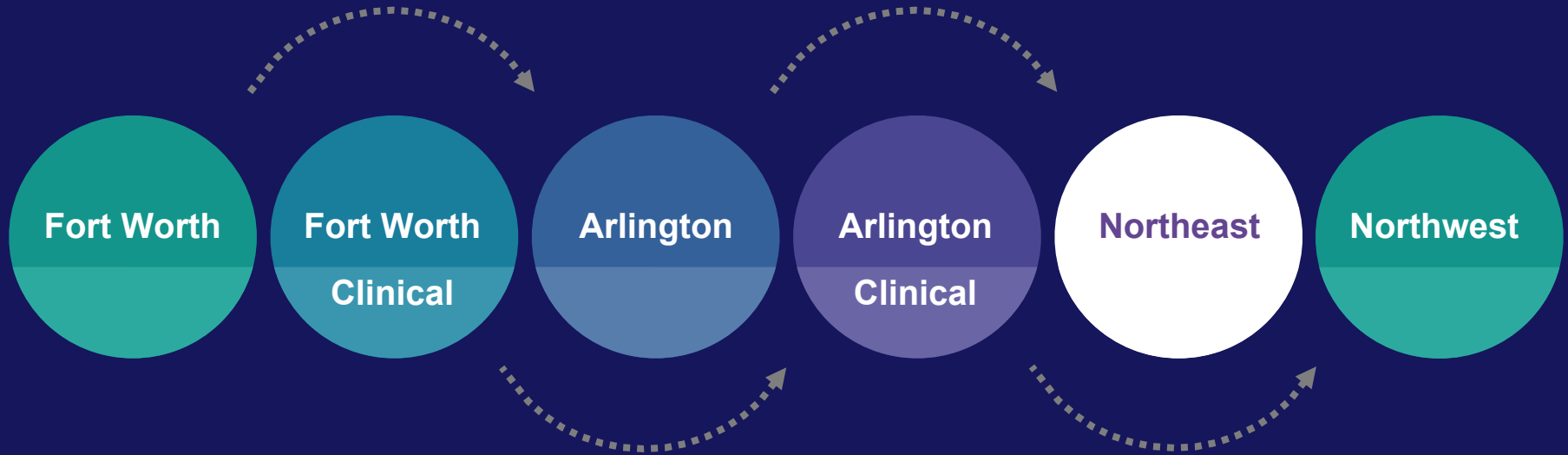
Trauma-Focused Therapy

Multidisciplinary Case Review

Justice and Healing Facilitated for Children and Families



CENTER LOCATIONS





HEALING SERVICES

- FAMILY ADVOCACY
 - CASE MANAGEMENT
 - COURT ACCOMPANIMENT
 - CAMP B.L.U.E/MAKEOVER PROJECT
- GROUP & INDIVIDUAL COUNSELING
 - TRAUMA FOCUSED COGNITIVE BEHAVIORAL THERAPY
 - PARENT-CHILD INTERACTION THERAPY
 - ANIMAL ASSISTED THERAPY PROGRAM
 - PROJECT SAFer

COMMUNITY EDUCATION

EMPOWERING ADULTS AND CHILDREN TO PREVENT CHILD SEXUAL
ABUSE

- 1 P.S. It's My Body
- 2 Netsmartz
- 3 Stewards of Children





ALLIANCEFORCHILDRENTARRANT



ALLIANCEFORCHILDREN_TARRANT



AFC_TARRANT

STAY UPDATED

WWW.ALLIANCEFORCHILDREN.ORG

QUESTIONS?

Grapevine Relief and Community Exchange (GRACE)

Lora Atkinson, Grant Writer

QUESTIONS?

Metroport Meals on Wheels

Amy Robinson
Marketing and Communications Director



METROPORT
MEALS ON WHEELS

Report to Colleyville City Council

Metroport Meals On Wheels

April 17, 2018



**METROPORT
MEALS ON WHEELS**

Mission



Supporting independence for the elderly is at the heart of Metroport Meals On Wheels' mission of being a grassroots volunteer advocate for the elderly through home-delivered meals, senior center luncheons, and other support services. For 38 years, MMOW has relieved isolation, supported independence, provided nutrition, enhanced personal safety, and provided nearly 1.4 million meals to local seniors.





MEALS ON WHEELS

MMOW's Philosophy is Unique

- Since 1980, MMOW has been “neighbors helping neighbors” as we served our participants.
- MMOW’s commitment to providing services built on community support instead of state and federal programs has created a responsive, people-centered program.
- Community support enables MMOW to serve all who need assistance without regard to their age or financial circumstances.
- MMOW recognizes, respects, and responds to the individuality of participants, fostering strong personal relationships.
- MMOW's foundation of community support inspires added-value programs
 - Holiday Stocking Tree
 - Staples for Seniors
 - Nutritional Supplements
 - Pet Patrol
- Added-value programs
 - engage people in the community,
 - embrace volunteers in meaningful roles as they reach out to brighten participants' days, and
 - interrupt isolation with extra visits and attention.
- MMOW’s partnerships enhance the quality of life for everyone.



MEALS ON WHEELS

Key MMOW Facts

- 38 years of service, delivering over **1,375,000** meals
- Grassroots organization--“Neighbors Helping Neighbors”
- Receives no federal or state funding, is not a United Way agency
- MMOW relies on individual support plus Sadie’s, our upscale consignment and resale store, special events like our golf tournament and Wine and Design and grants from community organizations.
- 81% of expenses are dedicated to program services
- Delivered 49,503 home meals in 2017
- Served 34,501 senior center meals in 2017
- Assisted by over 500 volunteers; 253 volunteers with 5-37 years of service
- Provides home-delivered meals in 21 towns and senior center luncheons in 12 communities
- Volunteers drive over 69,000 miles annually to deliver meals



**METROPOLITAN
MEALS ON WHEELS**

Home Meal Delivery

"Receiving meals has really changed my life. I wasn't doing too well before and was a little depressed. The hot meal, smiles, and hugs I get every day have made a big difference and helped me so much!"

MMOW delivered 49,503 meals to 315 individuals.

Participants

- ranged in age from 23—101 years old,
- 73% were over 70;
- 68% were women,
- 100% were isolated and alone for extended periods, and
- 91% needed assistance with the cost of their meals.

Need is defined by hunger and isolation—not by income.

Assistance can be short-term during recovery/rehabilitation or on-going.

MMOW provides meals to all in need regardless of age or financial circumstances.





MEALS ON WHEELS

Senior Center Luncheons

"In relocating here, my Mother said, "How can I ever meet anyone?" and "I don't know anyone." Then she started going to MMOW's Senior Center luncheons, and from that, came friends and connections in the community. Friend-ships were developed that remain today."

MMOW served 34,501 meals to over 1,000 individuals at senior center luncheons.

- Luncheons are special events featuring wholesome food, lively conversation, dominoes, cards, and bingo.
- Luncheons are offered on a "no reservations necessary" basis to encourage attendance.
- Monthly birthday celebrations are a long-standing tradition.
- MMOW staff dish up big portions of TLC in addition to tasty food.





METROPORT MEALS ON WHEELS

And Much, Much, More....



MMOW meets needs
and enriches lives,
provides simple, joyful
things to anticipate, provides tangible
expressions of care, and creates
opportunities for personal interaction.



MEALS ON WHEELS

MMOW Makes a Difference

*“Because of special people like you,
I can stay in my home longer.
Words cannot thank you all for the help....”*



- 13% of our home-delivery participants' conditions improved to the point that they were able discontinue meals and resume normal activities of daily living.
- 87% were able to continue living independently in their homes.
- 99% reported feeling safer knowing that a volunteer would be checking in on them daily.



**METROPOLITAN
MEALS ON WHEELS**

DIGNITY – RESPECT – CONCERN – CONTACT

These are the hallmarks of MMOW's relationship with seniors in our communities. We deliver food . . . *and so much more.*



“We know there are people who watch houses and notice things like no one moving around the yard, door, mail. You all create a feeling of activity around our house. We are grateful. We miss your knock on the door and your friendly greeting on weekends. Sometimes you are the only people we see for weeks.”

QUESTIONS?

Safe Haven

Hope Moon
Grants Writer



SafeHaven of Tarrant County

For over 40 years, SafeHaven has been the largest and most comprehensive agency in Tarrant County providing services at no cost to domestic violence victims.

Our Programs

- 24-Hour Crisis Hotline
- Comprehensive Children's Services
- Nonresidential Resource Centers
- Scattered-Site Supportive Housing
- Reformatory Services
- Two Emergency Shelters
- Daycare, On-site School
- Legal Representation
- Prevention Services
- Nonresidential Crisis & Outreach Services

Our mission is to end domestic violence through safety, support, prevention and social change.

SafeHaven

By The Numbers



1,647 women and children received holistic care in our emergency shelters.



1,601 survivors received over 11,500 hours of expert counseling.



Offenders received 3,366 sessions of reformatory services.



44,246 youth received our prevention services in 2,380 sessions.



127 survivors were represented by our on-staff attorneys free of charge.



On average, 63 calls come to the hotline every day. (1-877-701-SAFE)

Services to Colleyville Residents

SafeHaven serves an average of 300 Colleyville residents annually.

- Colleyville residents received one or more of the following: case management, family counseling, support groups, legal advocacy, community education
- Presentations to Colleyville Woman's Club and Mid-Cities SOS
- Increasing SafeHaven's presence in northeast Tarrant County

QUESTIONS?

Special Needs Assistance Partners (SNAP)

**Jen Ulatoski
Executive Director**



MISSION

Create and support a variety of programs that assist individuals 17 and older living with intellectual and developmental disabilities in achieving and sustaining full lives.

Continuing Education Programs

- J.O.B.S. Club
- Ambassadors Club
- Expanded Living Program
- Book Club

J.O.B.S. Club

- Members share their work experiences, success stories, discuss job related issues
- Develop the skills needed to succeed in the workplace.
 - Mock interviews
 - Resume building
 - Job searching.



Ambassadors Club

- Members are given opportunities to represent SNAP in the community by attending expos, resource fairs, chamber lunches and fundraisers
- Members learn how to develop:
 - Social skills
 - Greeting and hosting abilities
 - Public speaking skills



Expanded Living Program



- A one year, fee-based program individualized for people with a mild or moderate intellectual and developmental disability, who wish to live life more independently
- The program includes:
 - An introductory seminar, interview and general assessment
 - Interactive workshops for the participants and separate workshops for their families (6 months of weekly workshops)
 - One-on-one individualized training/coaching based on the participant's specific needs. (6 months of training/coaching)

Book Club

- North Texas SNAP Book Club is for SNAP Members who enjoy reading and can read at an 8th grade level or above, connecting members through the love of books.
- Members get to
 - Share favorite books
 - Discover new books
 - Discuss books respectfully and appropriately with others who love to read



Other SNAP Programs

- Transportation Program that assists members in getting to and from work
- Independent living workshops every week
- Supper Club where SNAP members and their families get together for dinner at a local restaurant
- Movie Club, hosted by a volunteer every month. Allows members to enjoy movies with their friends

THANK YOU FOR YOUR SUPPORT



VISION

Have a community where people with intellectual disabilities and their families have a network that supports independence, choice and personal success for generations to come.

Chad Turner

Owner of Chad's Shred'N Services



Active participant in J.O.B.S. Club, Ambassador Club, Project Neighbor and Men's Club

QUESTIONS?

Colleyville Chamber of Commerce

**Carolyn Sims
President**

QUESTIONS?



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2

Agenda Date 04/17/2018

Type Worksession

Department City Manager

Title

Presentation and discussion of final plaza conceptual design

Strategic Plan

5.1 Create and sustain an identifiable Colleyville brand

5.2 Support a variety of community events, concerts and celebrations

Explanation

At the March 6, 2018, City Council Worksession three plaza design concepts were presented by Freese and Nichols, the City's design consultant firm for the project. The City Council provided feedback, with one consensus item being to adjust the aesthetic of the shade structure to be more consistent with the architecture of City Hall, the Library, and The Village. Following the Worksession, public input and feedback was sought to determine which elements and features should be included in the final proposed design.

Staff has received a total of 135 comment cards from the following input opportunities:

- Village Owners' Association Board (March 14)
- Public Engagement Meeting (March 14)
- Movie in the Village Event (March 16)
- Booth at the Farmers Market (March 24)
- Travelling display that visited the Senior Center and the Colleyville Center (March 19-23)
- Public Engagement Meeting (April 3)

A complete summary of community input is attached. A brief summary of the input is provided below:

- 59% prefer rectangle design (20% prefer oval, 21% no preference indicated)
- 41% specifically expressed a desire for a water feature (6% do not want one, 53% did not specifically mention a water feature in their comments)
- All positive feedback on the soft lighting and string lights
- Everyone loves all of the built in seating walls- wants to maximize as much as possible
- Have as much shade as possible
- Consider elevating the stage area to allow for better viewing

- 1% of commenters had concerns about closing the road and 7% mentioned parking concerns; 8-9% specifically said they like closing the road and/or the layout was worth losing the road and parking (90% did not mention road concerns; 87% did not mention parking concerns)
- In general, everyone was thrilled with the design aesthetics and was very excited about the project

Staff shared this feedback with Freese and Nichols, for incorporation into the final proposed design concept. This agenda item provides for presentation and discussion of the final proposed design concept.

Once a final design concept has been agreed to, staff will bring forward a contract for design of complete construction documents (more detailed design than what is shown at the conceptual level), which will be used to place the project out for bid for construction. The contract would include several opportunities for review, for example at 50% and 90% completion of design.

Attachments

1. Community Input Summary 4-3-18
2. Plaza- Proposed Final Concept
3. FNI Presentation
4. Plaza - Cost Opinion

Community Input on Plaza at City Hall

Participation	
Estimated Attendance	Total Comment Cards

14-Mar	50	34
16-Mar	280	19
24-Mar	1000	76
19-23 Mar		2
3-Apr		4
Total		135

Shape/Design Preference		
Pro Rectangle	Pro Oval	No shape preference indicated

24	5	5
14	4	1
36	18	22
2	0	0
3	0	1
79	27	29
59%	20%	21%

Input Opportunities:

14-Mar Public Engagement Mtg
 16-Mar Movie in The Village
 24-Mar Farmers Market
 19-23 Mar Traveling Exhibit
 3-Apr Public Engagement Mtg

General Comments:

- 1 - really love the looks
- 1 - lovely designs; love the look of lush landscaping & ample permanent seating
- 1 - designs are very well done for the limited space
- 1 - really look forward to enjoying the plaza
- 1 - wonderful, beyond expectations
- 1 - great idea, Colleyville needs this!
- 1 - I'd like it to stay a green space

Fountain		
Like water feature	Prefer no fountain	No specific comment on fountain yes/no

14-Mar	13	5	16
16-Mar	10	3	6
24-Mar	30	0	46
19-23 Mar	1	0	1
3-Apr	2	0	2
Total	56	8	71
	41%	6%	53%

Road Closure		
Like it	Do not like it	Did not mention road closure

3	2	29
3	0	16
4	0	72
0	0	2
2	0	2
12	2	121
9%	1%	90%

Parking		
Indicated layout was worth it	Mentioned concerns	Did not mention concerns

5	7	22
3	0	19
3	2	71
0	0	2
0	0	4
11	9	118
8%	7%	87%

Other Fountain Comments:

- 3 - prefer interactive water feature
- 1 - concern about drought time
- 2 - sensitive to maintenance costs
- 1 - likes option to have seasonal color change
- 1 - fountain draws people in

Other Parking Comments:

- 2 - make Casa Lane resident only parking
- 1 - wants more parking added
- 1 - consider forward parking not parallel

Design Features

Design Feature Comments:

- 13 - like/desire shade areas & seating
- 2 - like removable bollards
- 2 - make pole design less modern/more Mediteranean
- 8 - like the lighting plan/string lights
- 1 - want sidewalks across grass
- 1 - concern shade structure looks "cheap"
- 1 - consider grass or flower beds in corners of B2 vs. pavers
- 2 - amphitheater faces sun
- 2 - make sure stage area is large enough for plays/choirs
- 1 - maybe add shade sails
- 4 - have as much fixed seating as possible
- 1 - plan for underground electrical for speakers/equip.
- 1 - love uplighting in the trees
- 1 - add drinking fountain and pet fountain
- 1 - ok with astroturf being considered in lawn area
- 1 - consider including ability to add shade covers for events
- 1 - keep it dog friendly
- 1 - like having trees and nature included in design
- 1 - add quotes on risers of steps (like Celestial Park in Addison)
- 1 - make sure there is a tube underground to run cables during events to A/V table
- 1 - also have children's toys



COLLEYVILLE PLAZA MASTER PLAN



COLLEYVILLE PLAZA MASTER PLAN

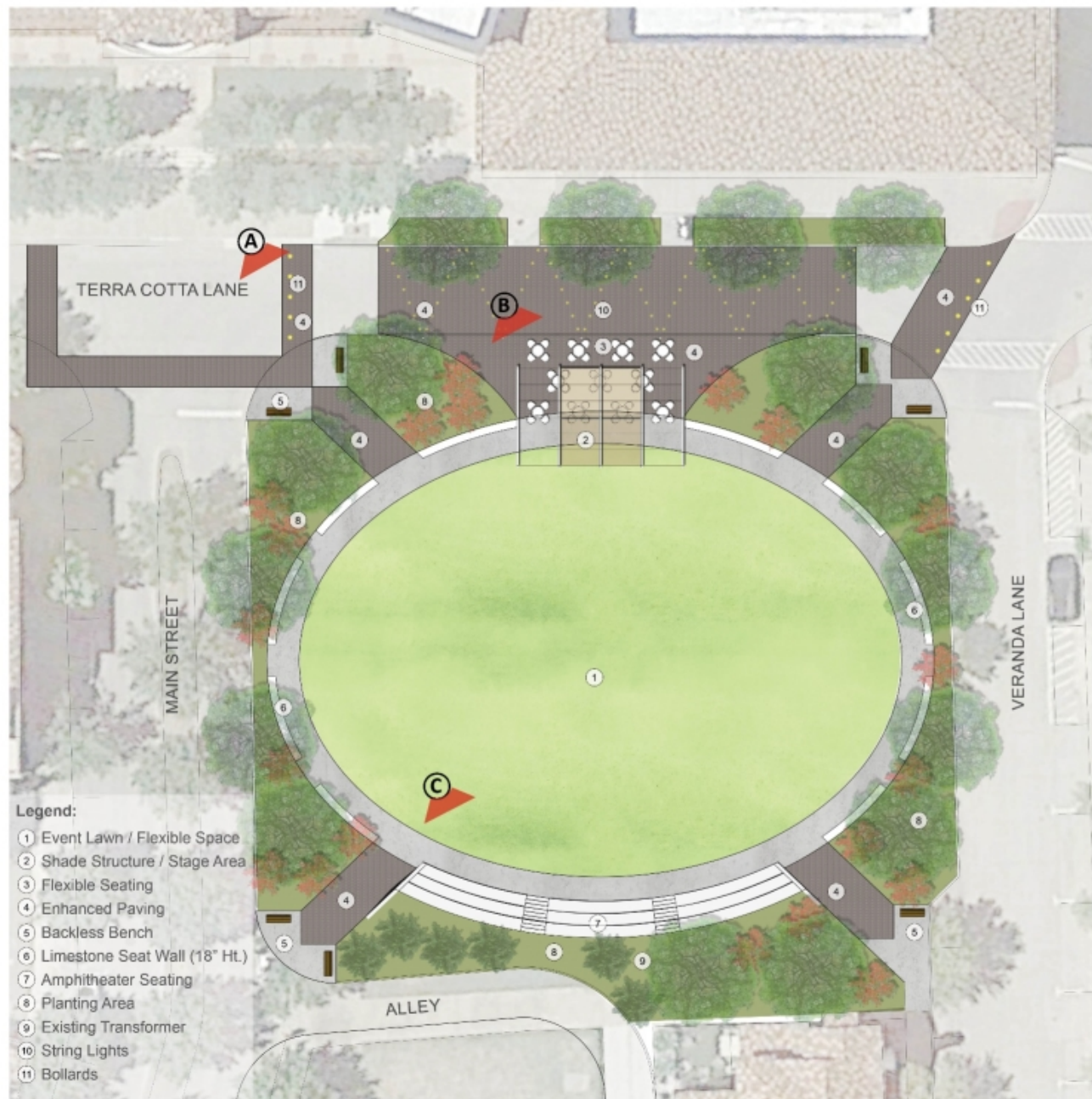
CREATING AN EXCEPTIONAL SPACE

WENDY SHABAY, PRINCIPAL, AICP

SHANE FRIESE, LANDSCAPE ARCHITECT, R.L.A.

MICHAEL WEBB, GREENSCAPE PUMP, DIRECTOR OF ENGINEERING





COLLEYVILLE PLAZA MASTER PLAN

CONCEPT A.1 - PLAN AND PERSPECTIVES



COLLEYVILLE PLAZA MASTER PLAN

CONCEPT B.2 - PLAN AND PERSPECTIVES



Community Input on Plaza at City Hall

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Like it	Do not like it	Did not mention road closure

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- 1 - make sure there is a tube underground to run cables during events to A/V table
- 1 - also have children's toys





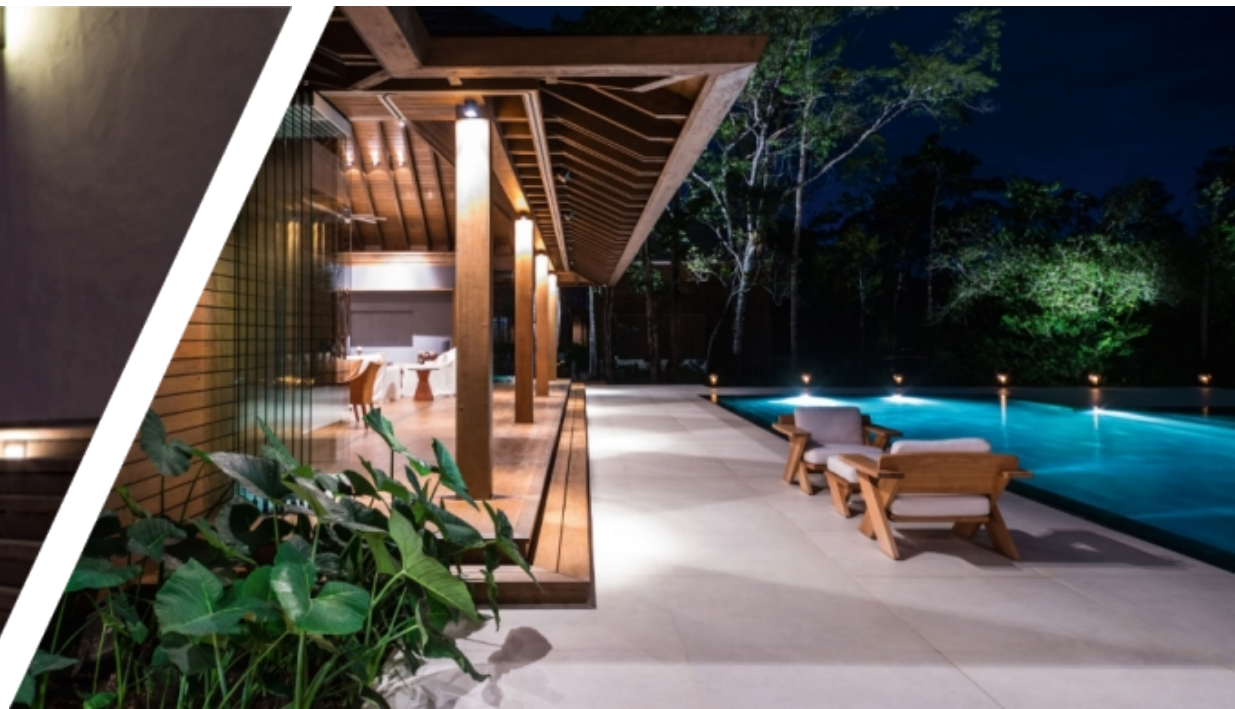








SUMMARY OF CONSTRUCTION TOTALS:						
1.	SITE PREPARATION AND GRADING				\$107,150	
2.	PARKING AND ROAD				\$86,270	
3.	SHADE STRUCTURE / STAGE AREA				\$229,500	
4.	AMPHITHEATER SEATING & HANDRAILS				\$98,300	
5.	TRAILS AND WALK PAVING				\$130,118	
6.	LANDSCAPE DEVELOPMENT				\$91,310	
7.	SITE FURNISHINGS & MISC. ELEMENTS				\$169,400	
8.	SITE UTILITIES & LIGHTING				\$286,460	
9.	WATER FEATURE				\$252,000	
	TOTAL					
	BASE TOTAL				\$1,450,508	
	+ 20% CONTINGENCY				\$290,102	
	CONSTRUCTION TOTAL				\$1,740,609	







CREATING AN EXCEPTIONAL SPACE QUESTIONS & COMMENTS

WENDY SHABAY, PRINCIPAL, AICP

SHANE FRIESE, LANDSCAPE ARCHITECT, R.L.A.

MICHAEL WEBB, GREENSCAPE PUMP, DIRECTOR OF ENGINEERING





COLLEYVILLE PLAZA MASTER PLAN

Colleyville, Texas

Preliminary Design Concept

April 13, 2018

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
1.	SITE PREPARATION AND GRADING				
A.	Moving On-Site Cut/Fill (assumes 18" over 1 acre)	2,450	CY	\$10.00	\$24,500
B.	Importing Fill, Grade Prep, & Fine Grading	1,030	CY	\$40.00	\$41,200
C.	Demolition of Concrete Curb & Gutter	700	LF	\$5.00	\$3,500
D.	Demolition of Concrete Pavement	1,060	SY	\$10.00	\$10,600
E.	Site Clearing	1	LS	\$5,000.00	\$5,000
F.	Erosion Control Measures	1	LS	\$2,500.00	\$2,500
G.	Traffic Control	4	MO	\$4,000.00	\$16,000
H.	Tree Removal	11	EA	\$350.00	\$3,850
TOTAL					\$107,150
2.	PARKING AND ROAD				
A.	Enhanced Roadway Pavers with Concrete Base	2,605	SF	\$20.00	\$52,100
B.	6" Concrete Curb and Gutter	385	LF	\$16.00	\$6,160
C.	8" Thick Concrete Pavement for the Alley	1,500	SF	\$7.00	\$10,500
D.	8" Thick Misc. Concrete Pavement	2,060	SF	\$8.50	\$17,510
TOTAL					\$86,270
3.	SHADE STRUCTURE / STAGE AREA				
A.	Shade Structure Structure	1	LS	\$120,000.00	\$120,000
B.	Shade Structure Foundation/Installation	1	LS	\$55,000.00	\$55,000
C.	Enhanced Limestone Columns	4	EA	\$7,500.00	\$30,000
D.	Elevated Platform and Steps	1	LS	\$9,500.00	\$9,500
E.	Furnishings (Tables and Chairs)	6	EA	\$2,500.00	\$15,000
TOTAL					\$229,500
4.	AMPHITHEATER SEATING & HANDRAILS				
A.	Amphitheater Seating Structure	1	LS	\$68,000.00	\$68,000
B.	Limestone Veneer	1	LS	\$22,500.00	\$22,500
C.	Limestone End Columns	2	EA	\$3,900.00	\$7,800
TOTAL					\$98,300

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
5. TRAILS AND WALK PAVING					
	A. 6" Depth Conc. Sidewalk and Misc. Site Paving	5,145	SF	\$6.50	\$33,443
	B. Enhanced Sidewalk Pavers with Concrete Base	5,845	SF	\$15.00	\$87,675
	C. ADA Barrier-Free Ramp	4	EA	\$2,250.00	\$9,000
TOTAL					\$130,118
6. LANDSCAPE DEVELOPMENT					
	A. 4" Caliper Large Shade Tree	19	EA	\$750.00	\$14,250
	B. Small Shade/Ornamental Trees	22	EA	\$350.00	\$7,700
	C. Groundcover	6,400	SF	\$8.00	\$51,200
	D. Sod	13,600	SF	\$0.60	\$8,160
	E. Irrigation	20,000	SF	\$0.50	\$10,000
TOTAL					\$91,310

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
7.	SITE FURNISHINGS & MISC. ELEMENTS				
	A. Benches	8	EA	\$1,800.00	\$14,400
	B. 18" Height Limestone Seat Walls	470	LF	\$210.00	\$98,700
	C. Enhanced Limestone Columns at Walls	16	EA	\$1,300.00	\$20,800
	D. Limestone Kiosk	1	EA	\$3,500.00	\$3,500
	E. Misc. Site Furnishings (Trash Receptacles, Drinking Fountain, Bike Racks)	1	LS	\$12,000.00	\$12,000
	F. Removable Bollards	10	EA	\$2,000.00	\$20,000
TOTAL					\$169,400
8.	SITE UTILITIES & LIGHTING				
	A. Storm Sewer (Storm and sanitary sewer drain line, water line, inlet)	1	LS	\$30,000.00	\$30,000
	B. 1" Water Service Tap and Meter	1	EA	\$3,000.00	\$3,000
	C. 4" Water Service Tap and Meter	1	EA	\$7,500.00	\$7,500
	D. Transformer Relocation	1	LS	\$20,000.00	\$20,000
	E. Electrical Power to Shade Structure (includes service, outlets, and fixture)	1	LS	\$62,460.00	\$62,460
	F. Area Lighting (Pole and Fixture)	1	LS	\$163,500.00	\$163,500
TOTAL					\$286,460
9.	WATER FEATURE				
	A. Fountain Equipment and Lighting	1	LS	\$225,000.00	\$225,000
	B. Utility Connection	1	LS	\$12,000.00	\$12,000
	C. Fountain Finish Materials	1	LS	\$15,000.00	\$15,000
TOTAL					\$252,000

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
SUMMARY OF CONSTRUCTION TOTALS:					
1.	SITE PREPARATION AND GRADING				\$107,150
2.	PARKING AND ROAD				\$86,270
3.	SHADE STRUCTURE / STAGE AREA				\$229,500
4.	AMPHITHEATER SEATING & HANDRAILS				\$98,300
5.	TRAILS AND WALK PAVING				\$130,118
6.	LANDSCAPE DEVELOPMENT				\$91,310
7.	SITE FURNISHINGS & MISC. ELEMENTS				\$169,400
8.	SITE UTILITIES & LIGHTING				\$286,460
9.	WATER FEATURE				\$252,000
TOTAL					
	BASE TOTAL				\$1,450,508
	+ 20% CONTINGENCY				\$290,102
	CONSTRUCTION TOTAL				\$1,740,609



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3
Type Worksession
Department City Manager

Agenda Date 04/17/2018

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 ¹	Landscape Cost ²	Total Cost	Potential Funding Source ³
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
TOTAL	\$80,000 – 135,000	\$160,000 – 240,000	\$240,000 – 375,000	

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



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4
Type Worksession
Department City Manager

Agenda Date 04/17/2018

Title

Discussion of tree and sound mitigation along the railroad tracks

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Last year the City of Colleyville settled a dispute with TEXRail over the removal of trees along the railroad property. As the trees in question were on TEXRail property, the City was limited in the enforcement action which could be undertaken. Ultimately, TEXRail agreed to provide mitigation funding to the City.

Currently, the City is looking at ways to use the mitigation funds. The limiting condition is that TEXRail prohibits the planting of new trees in the areas where trees were previously removed. At the December 17, 2017 Worksession, the City Council discussed mitigation options such as trees/vegetation, hardscape screening and masonry sound walls. From that earlier discussion, staff was directed to further examine the option of providing a sound barrier as part of the mitigation effort.

Working with a sound engineer, a study was completed in the area most impacted by the loss of trees (north of John McCain). The study examined existing sound conditions in relation to adjacent roadway and railroad traffic in an effort to better understand the impact of mitigation options.

Staff will present the study findings and recommendation that a sound barrier is neither warranted nor cost effective. Instead, staff recommends the placement of trees along the affected residential areas.

Attachments

1. Tree and sound mitigation presentation

Colleyville Tree Restoration Plan Assessment

Colleyville City Council Worksession
April 17, 2018

History

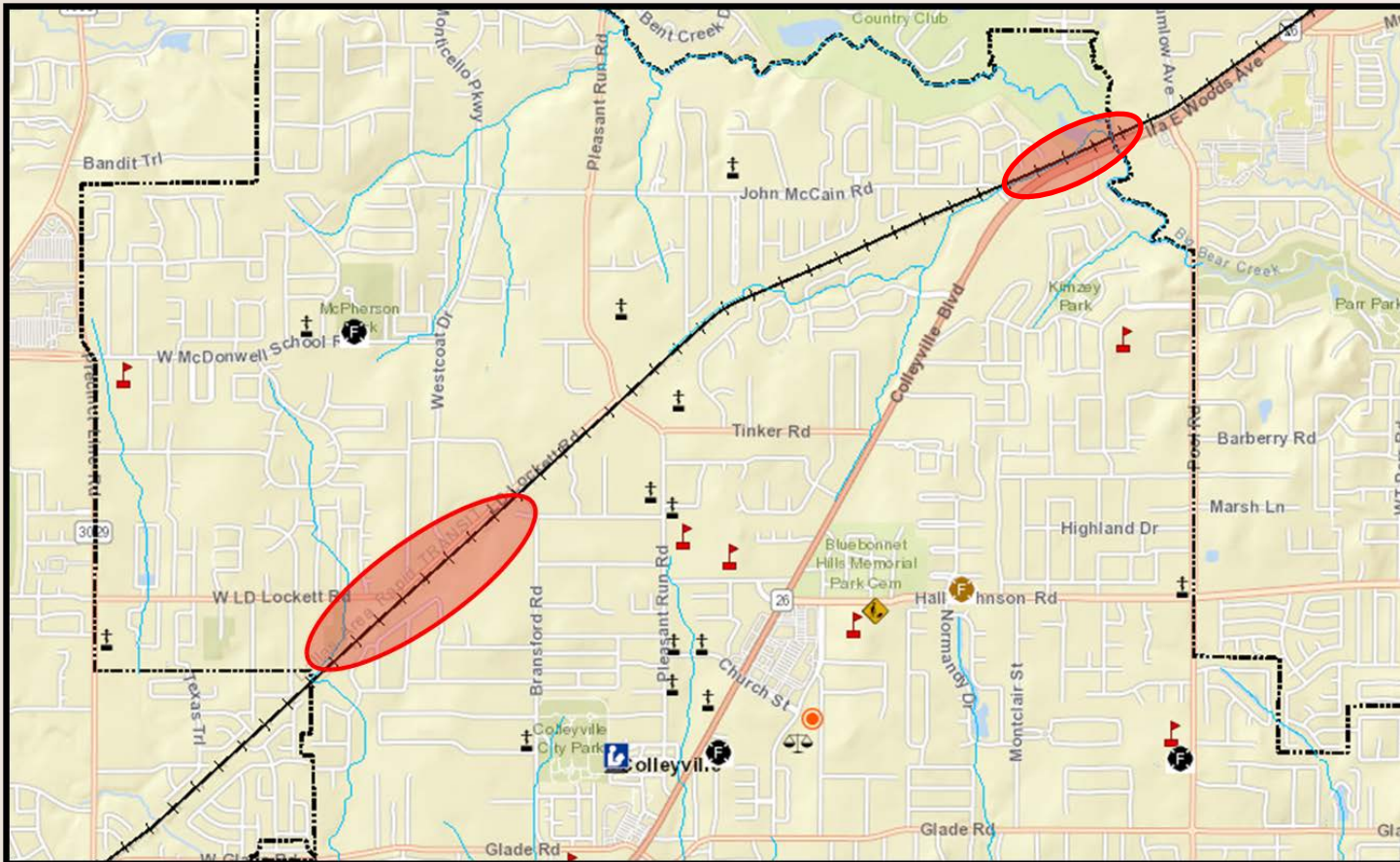


- Spring 2017 – Tree Mitigation Agreement executed
 - 106 protected trees removed; 1,084 caliper inches
 - \$271,000 “mitigation fee” paid by Fort Worth Transit Authority
- December, 2017 - worksession discussion of options
 - Vegetation/Trees
 - Noise Walls

History



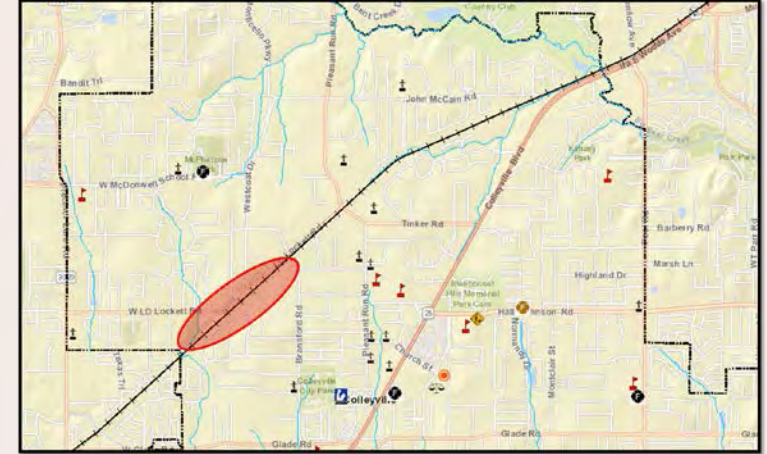
- Two mitigation areas identified



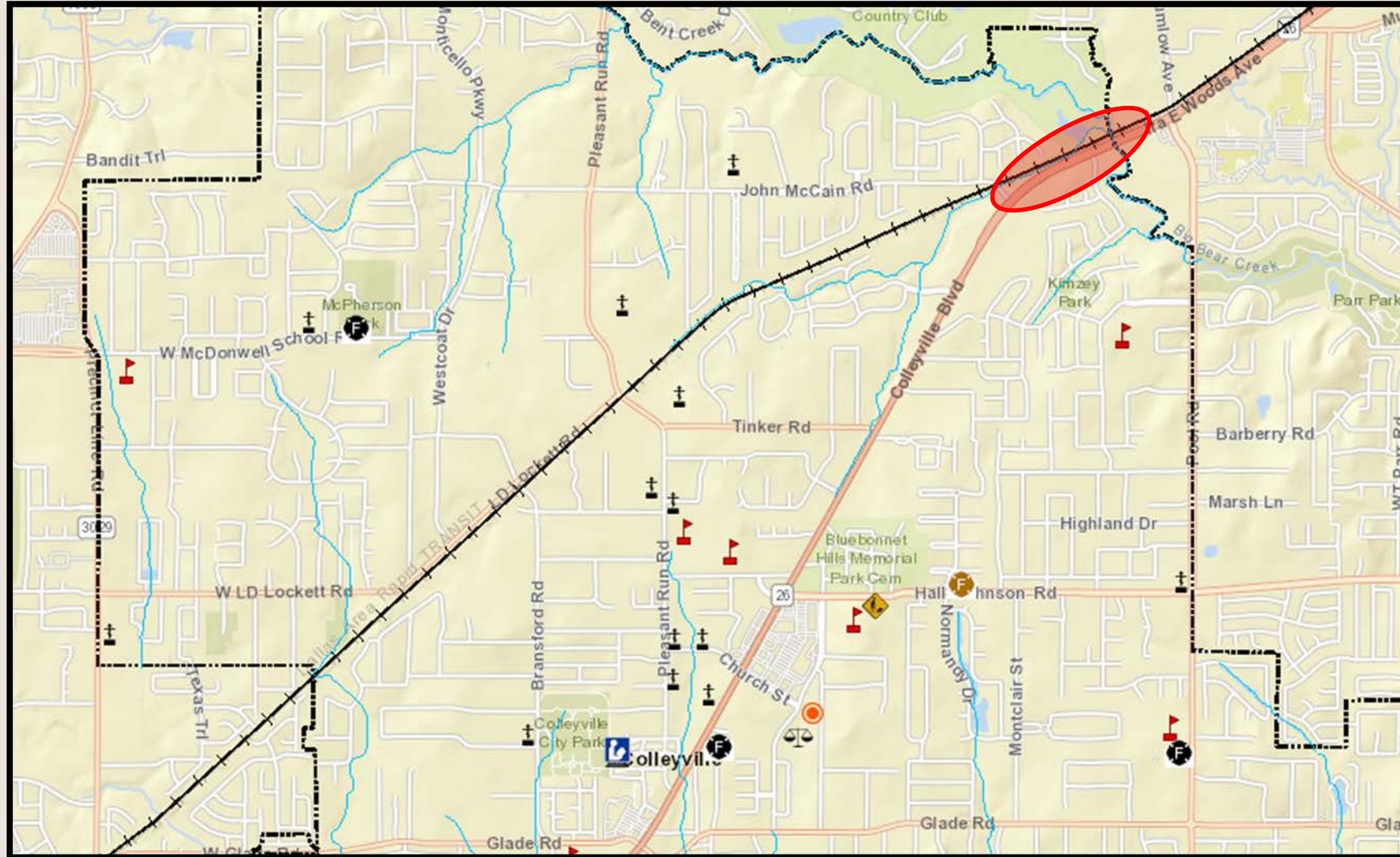
Location	Funding
Bransford South	\$43,750
John McCain North	\$220,750

Proposed Solution

- Bransford South
 - Develop Tree program that allows property owners to install trees in backyards
 - Cost \$1,500 @ 14 homes = \$21k



John McCain North



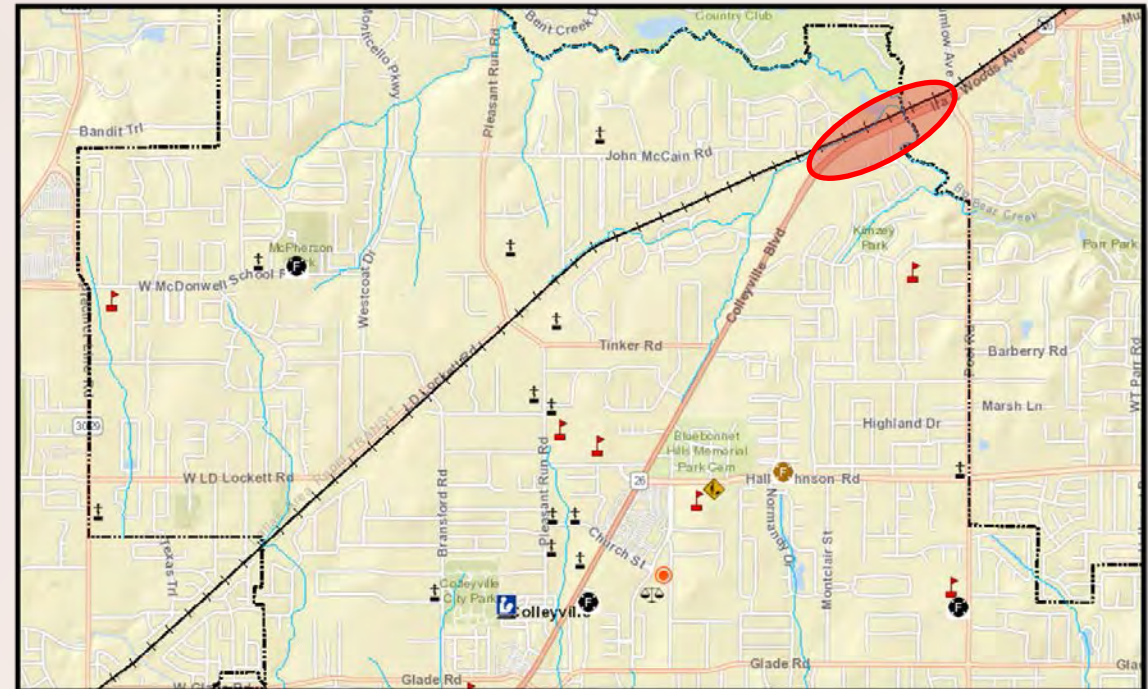
John McCain North



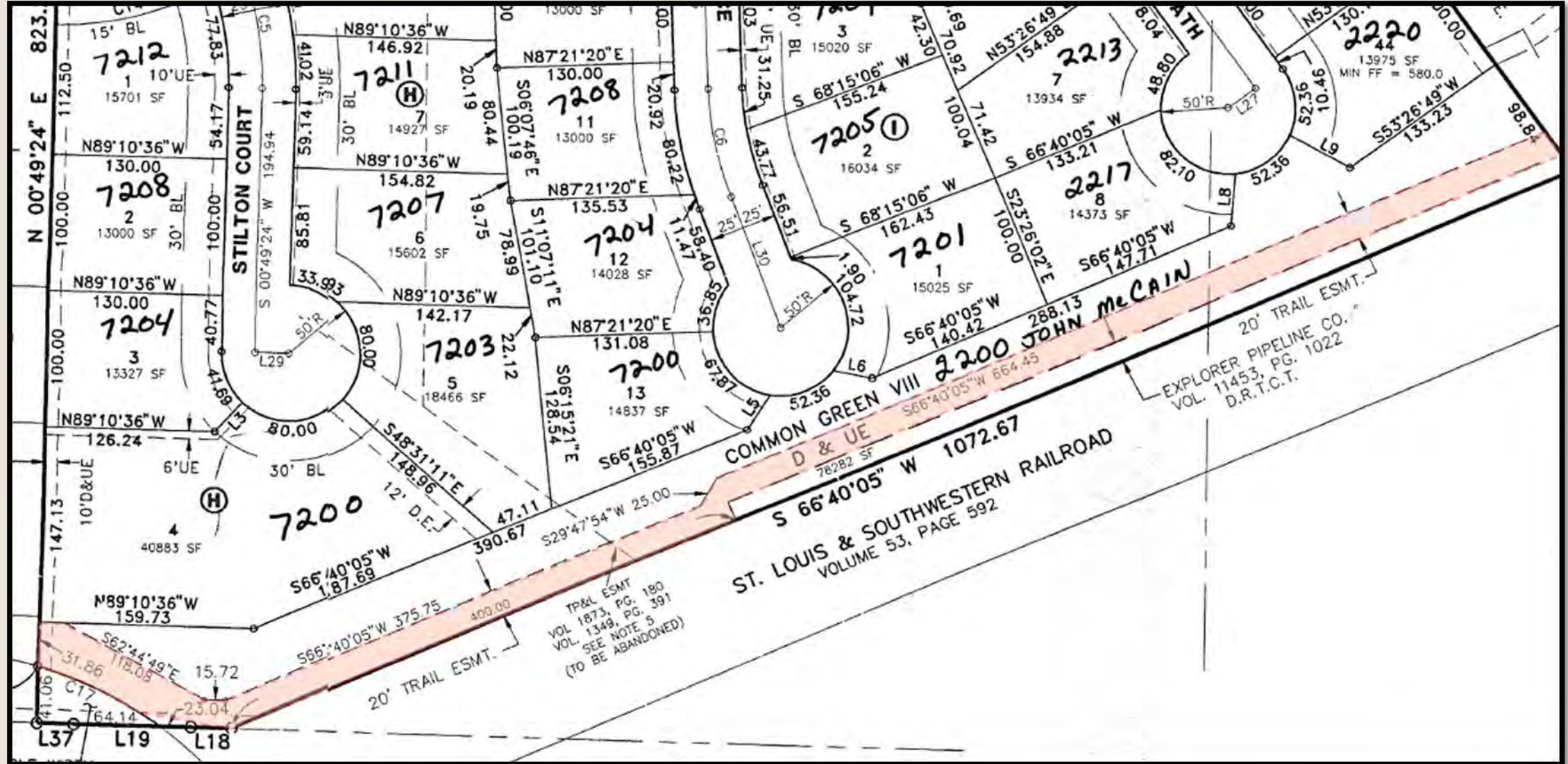
John McCain North



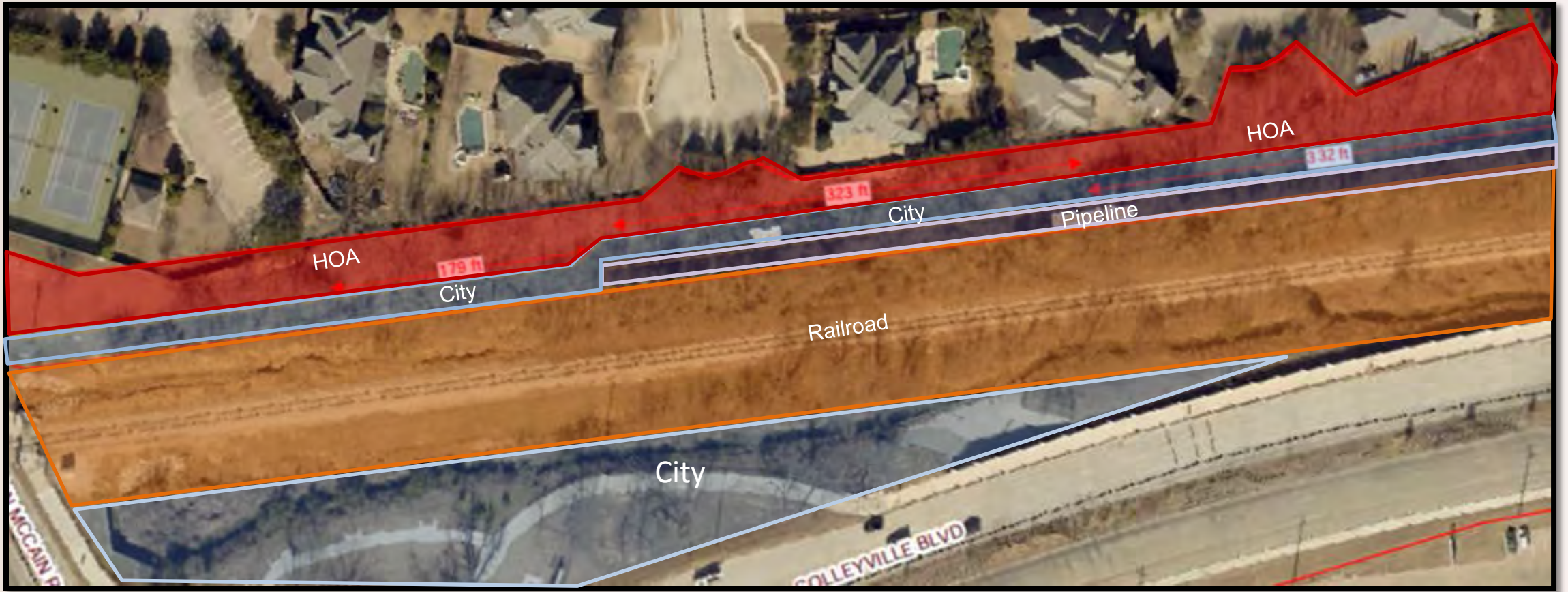
- Mitigation Challenges
 - Existing Vegetation (Trees/Brush)
 - Topography
 - Access
 - Soil Conditions
 - Land Ownership (HOA/Railroad/Pipeline/City/TxDOT)

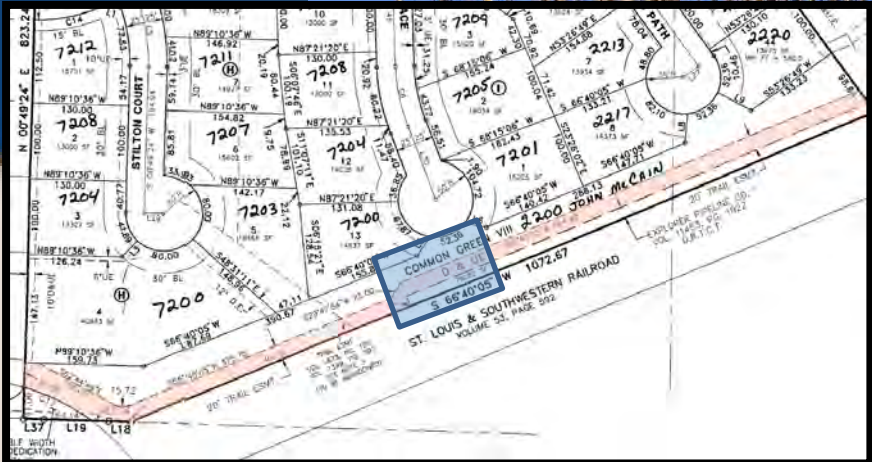


John McCain North

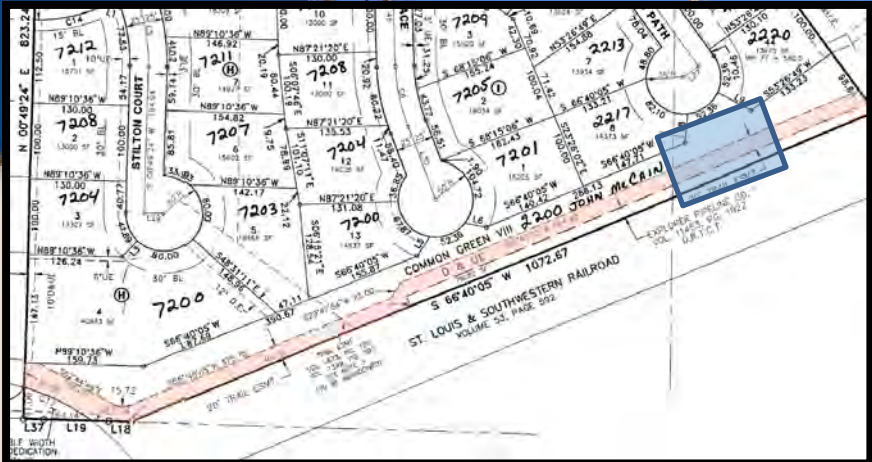


John McCain North









John McCain North



- Mitigation Options
 - Trees & hardscape screening
 - Walls, visual/noise barriers



John McCain North



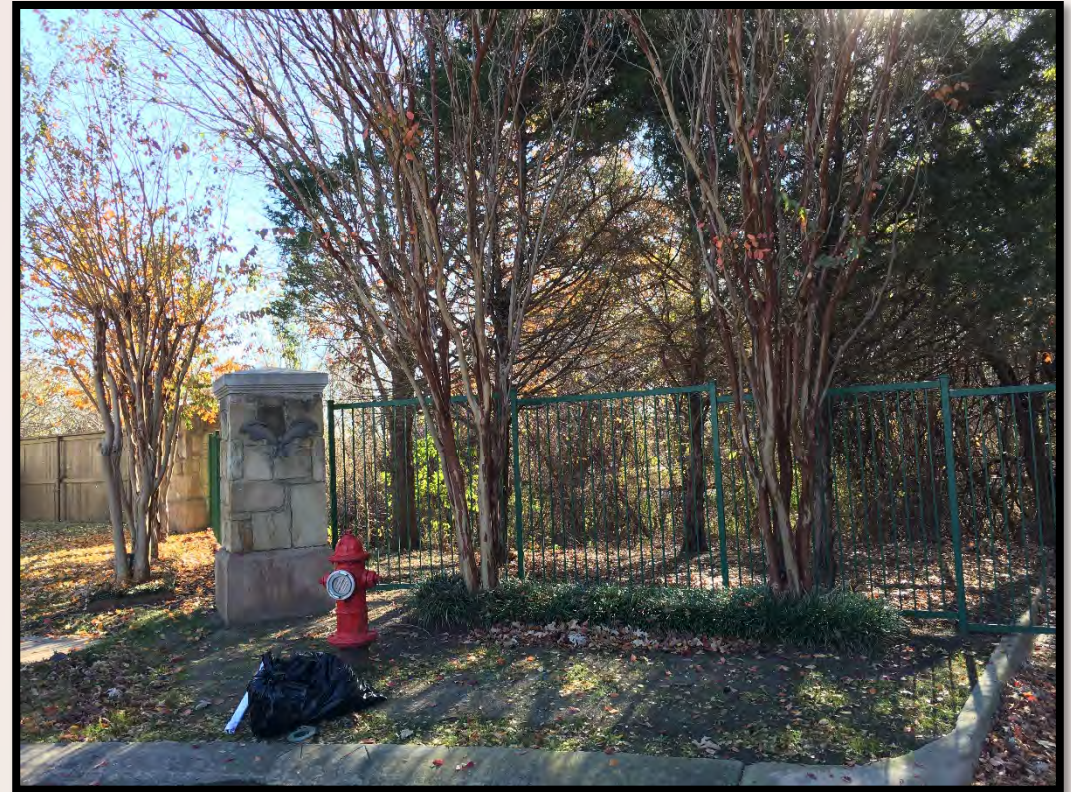
- Mitigation Options
 - Understory landscaping view (Braemar Terrace)



John McCain North



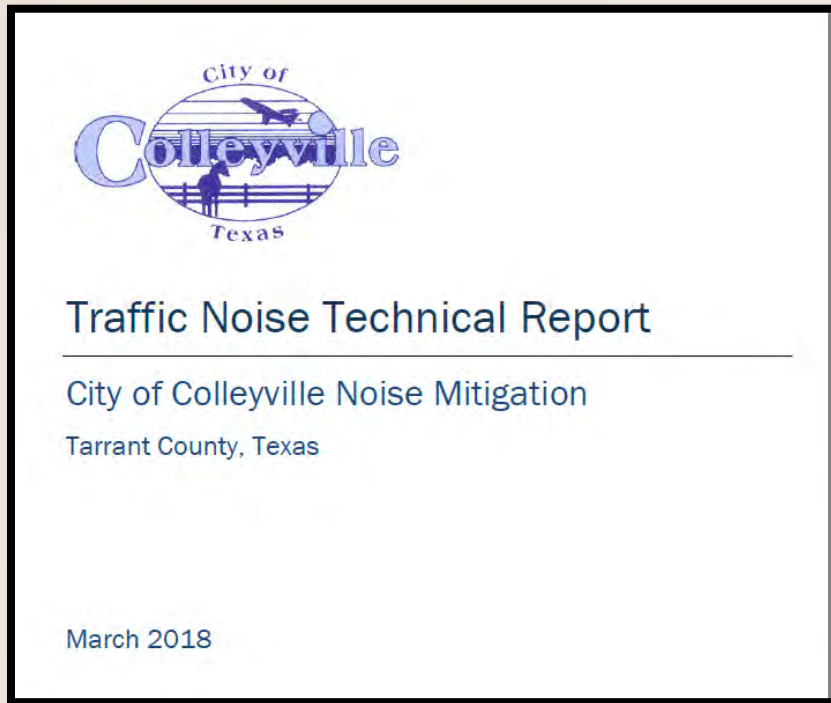
- Mitigation Options
 - Understory landscaping view (Braemar Terrace)



John McCain North



- Mitigation Options
 - Sound/visual mitigation wall



John McCain North



TexDOT Standards

Noise reduction of at least 5dB for greater than 50% of first row.

At least one first row receiver should benefit from at least a 7 dB(A) reduction.

Overall cost of the barrier should not exceed \$25,000 per benefited receiver.

John McCain North



TXDOT Standards

Noise reduction of at least 5dB for greater than 50% of first row.

At least one first row receiver should benefit from at least a 7 dB(A) reduction.

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John McCain North



TXDOT Standards

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At least one first row receiver should benefit from at least a 7 dB(A) reduction.

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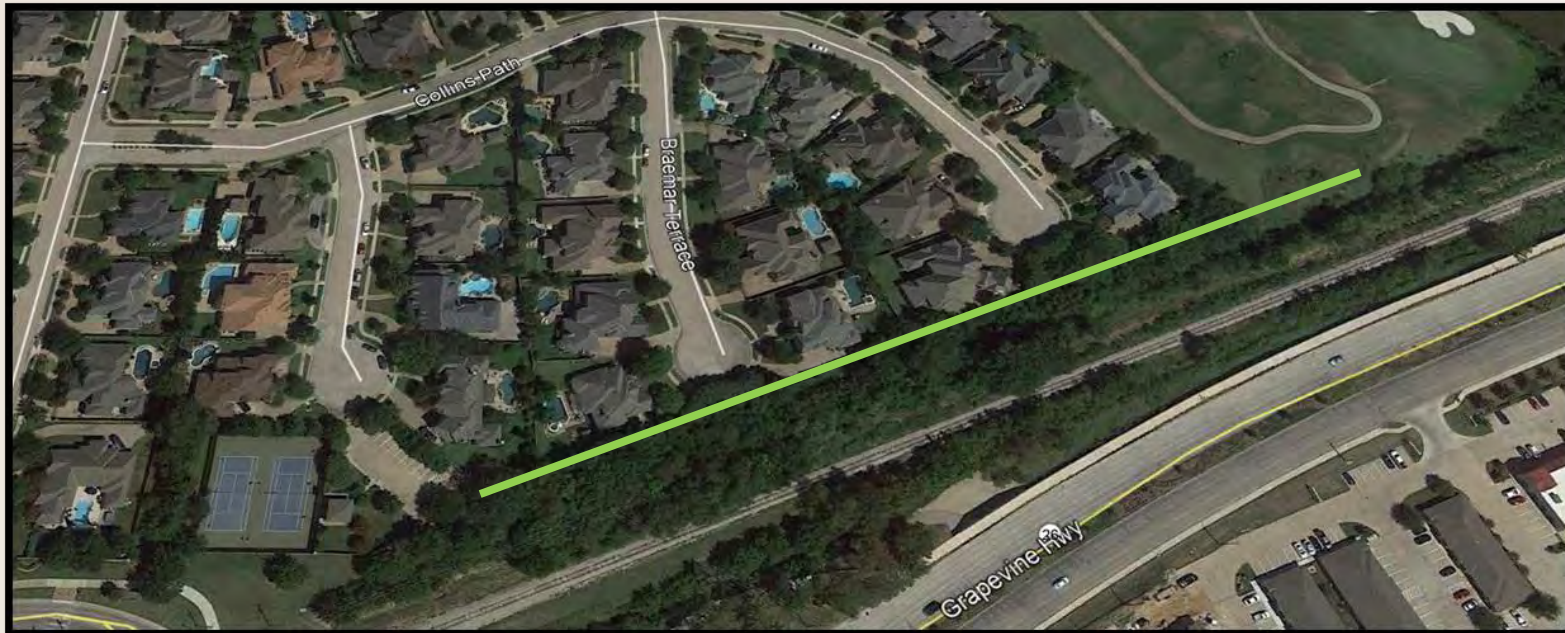
- Mitigation Option
 - Sound/visual mitigation wall
 - Not cost effective
 - Does not meet sound reduction standards at less than 12'
 - Destructive construction techniques required



John McCain North



- Mitigation Solution
 - Landscaping/tree enhancements
 - HOA property
 - Golf course property



Summary



- Bransford South
 - Tree mitigation in rear yards (\$21,000)
- John McCain North
 - Tree placement along HOA/City property (\$45,000)
 - Tree placement on golf course property (\$55,000)
- Remaining funds would be used for tree placement in parks and along trails within Colleyville (\$150,000)

Colleyville Tree Restoration Plan Assessment

Discussion

Colleyville City Council Worksession
April 17, 2018



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-5

Agenda Date 04/17/2018

Type Worksession

Department Public Works

Title

Glade Road Project update

Strategic Plan

- 1.1 Actively involve and engage stakeholders
- 1.4 Communicate thoroughly and strategically
- 3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Staff will present an update on the Glade Road Project.

Attachments

- 1. Glade Road Presentation

Glade Road Project Update

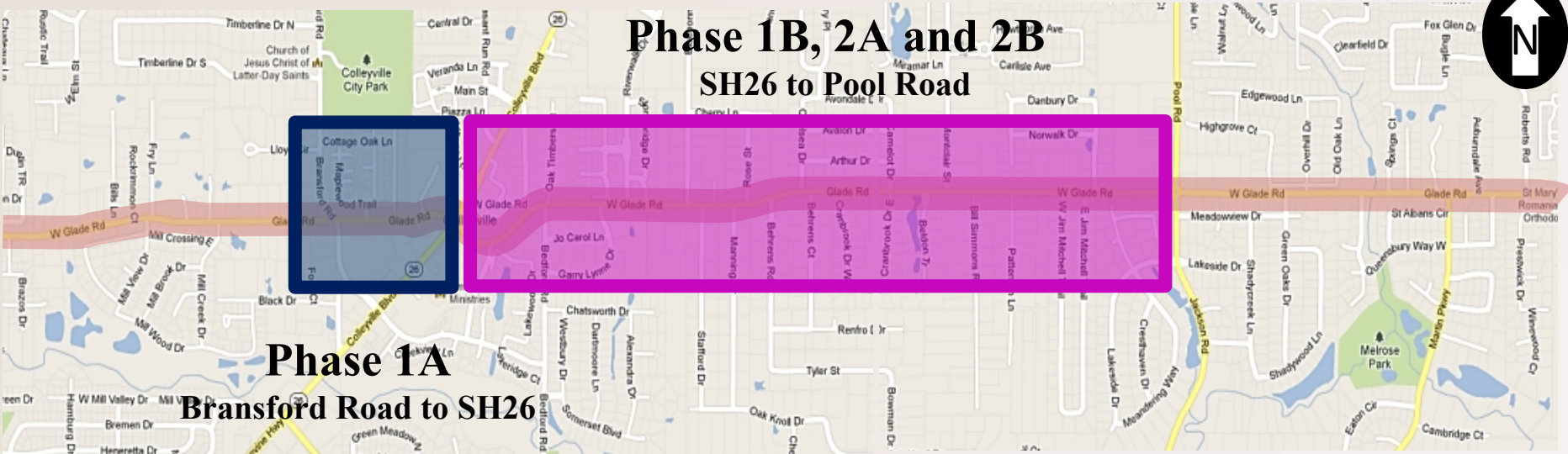
City Council Worksession
April 17, 2018

Current Phasing Concept



Phase 1B, 2A and 2B
SH26 to Pool Road

Phase 1A
Bransford Road to SH26



Project Schedule



Glade Road (Colleyville Boulevard to Pool Road)

- Spring 2018- Complete the final design (plans are at 60%), complete land acquisitions, coordinate with the various franchise utilities
- Winter 2018 - Utility relocations (9 Months +/-)
- Spring 2019 – Bidding Phase and Contract Award
- **Summer 2019 – Anticipate Construction**
- Summer 2020 – Construction complete

**** This schedule is subject to change and is dependent on several factors including the land acquisitions, franchise utility relocations, and coordination with other projects.***

Questions and Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-6

Agenda Date 04/17/2018

Type Worksession

Department City Secretary

Title

Discussion of the April 17, 2018, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 04/17/2018

Type Executive Session

Department City Secretary

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:

- 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 - Update from the City Manager on personnel vacancies and plan of action

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-18-4251

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF APRIL 17, 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 17TH 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

Agenda Number 3

Agenda Date 04/17/2018

Type Announcements, Proclamations, and Presentations

Department City Manager

Title

Proclamation in recognition of Meena Pandit, NASA Texas high school aerospace scholar and recognition of National Dark Sky Week - Mayor Richard Newton

In recognition of the April Featured Business of the Month - Teddy's Bigger Burgers, 4712 Colleyville Boulevard, Suite 100 - Franchise Owner Brad Cypert, Mayor Richard Newton, and Assistant City Manager Mark Wood

Attachments

RESOLUTION R-18-4252

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
APRIL 17, 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 April 3, 2018
 - b. Approval of an Interlocal Agreement with the City of Grapevine for the installation of fiber optic cable

AND IT IS SO RESOLVED.

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 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 Minutes - Draft

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

Tuesday, April 3, 2018

City Council Chambers

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, April 3, 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.

ALSO PRESENT: 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, City Engineer Cheryl Taylor, 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.

CALL TO ORDER

WS-1 Discussion of the Old Tyme BBQ event and discussion of alcohol at City sponsored events

Interim Police Chief Hillary Wreay presented this item and answered questions of the City Council.

Chief Wreay noted the BBQ had been successful, however, over the last several years there has been a lot of competition with spring weather, the number of similar events occurring at the same time, and sponsorship dollars.

Councilmember Dodson asked what the cost to the City is. Chief Wreay stated the Steak Association would judge the entries and the cost is \$300 for the event and \$5 per team. Assistant City Manager Adrienne Lothery stated \$15,000 is budgeted in the CEDC budget, however, registration fees usually significantly off-set costs. Additional costs include equipment rental, entertainment, marketing, waste disposal, and supplies.

Assistant City Manager Mark Wood briefed the City Council regarding alcohol being allowed at City sponsored events. City Council agreed to allow alcohol consumption at the events to enhance the experience.

WS-2 Follow up discussion of an entrepreneur center

Assistant City Manager Mark Wood presented this item and answered questions or the City Council.

Following discussion, City Council directed staff to begin negotiations with two properties, provide the City Council with a detailed report, and the City Council will begin to prepare to appoint a citizen's committee to review strategies and make recommendations and provide communication to the City Council and public.

WS-3 Discussion of SH26 median redesign and street light standards

Parks Manager Heather Dowell presented the median redesign proposal and briefed the City Council. City Council directed staff to move forward with seeking a consultant and planning to complete the medians in one phase, not multiple phases.

Public Works Director Jeremy Hutt presented the street light standards and options. Director Hutt told the Council the option choices are standard street lights, catalogue selections, and custom build. City Council will provide catalog recommendations which will allow staff to provide options for consideration and funding at a future meeting.

WS-4 Discussion of public art in roundabouts

Time did not allow for this presentation and was moved to the April 17, 2018 agenda.

WS-5 Discussion of pet waste disposal regulations

City Manager Jerry Ducay stated an ordinance amending the City's Code of Ordinances, which addresses pet waste, will be brought to the City Council at the April 17, 2018 meeting.

WS-6 Discussion of the April 3, 2018, City Council regular agenda items

Mayor Newton distributed corrections to the March 20, 2018 draft City Council Minutes and asked if there were any questions.

Mayor Newton adjourned the worksession at 6:28 p.m.

Mayor Newton called the Executive Session to order at 6:29 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

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, evaluation, duties, and compensation of the Director of Public Works position

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. NO decisions were made or action taken during this time which would require a public vote. Executive Session was adjourned at 7:16 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:31 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

ALSO PRESENT: 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, City Engineer Cheryl Taylor, 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.

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

Mayor Newton explained this resolution was not needed, as no action was taken in Executive Session which would require a vote.

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

Mayor Newton explained Public Works Director Jeremy Hutt has taken a position with the City of Cleburne and this will be his last City Council meeting. Mayor Newton told Director Hutt he made many valuable contributions to the City and Colleyville has been fortunate to have him for the last 11 years.

Councilmember Taylor stated he served the City during Director Hutt's tenure and has seen him grow. Councilmember Taylor thanked Director Hutt for his service and stated Jeremy is a man of pure character.

City Manager Jerry Ducay also thanked Director Hutt and recognized his care and desire to serve the citizens of Colleyville.

Mayor Newton encouraged everyone's participation in the following:

- Free Bluegrass Concert – April 12 – Outdoor concert at City Hall
- Chamber of Commerce Casino Night – April 7

Councilmember Coplen invited all to attend the Colleyville Woman's Club Fashion Show on Friday, April 6.

Councilmember Nakamura announced the Dining to Donate event April 13-22, which benefits GRACE. Local participating restaurants will donate a percentage of funds to GRACE when customers order from a specialized menu. In Colleyville, Loveria Café and NEXT are participants.

Councilmember Wheat reminded everyone the Quarter 2 Promotion program (Q2P) has begun in the form of the Colleyville Receipt Race. There is a race to collect receipts from local merchants and turn those into your school's PTA. Each GCISD school's PTA will collect receipts from any Colleyville business throughout the month. The school that collects the most receipts, regardless of value, will receive a donation to the school's PTA from the City of Colleyville. The grand prize is \$5,000, second place gets \$3,000, and third place is \$1,000.

Mayor Pro Tem Lindamood reminded everyone of the Clean Sweep Event April 7.

Councilmember Dodson reminded everyone of the Farmer's Market, every Saturday from 9 a.m. to 2 p.m. on the south side of City Hall.

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

Mayor Newton presented a proclamation in recognition of Child Abuse Prevention month to Alliance for Children Volunteer Coordinator Katia Gonzalez. Ms. Gonzalez thanked the Mayor and City Council for helping to bring awareness to this very heart breaking crisis. Ms. Gonzalez reviewed the programs and services offered through Alliance for Children.

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

Mayor Newton read Resolution R-18-4249 in its entirety.

Mayor Newton stated item 4c will be removed from this resolution as there is a technicality being resolved between Four Stars Ford and Tarrant County Cooperative Purchasing, and he believes this item will come back to the Council soon.

Mayor Newton also stated he had provided City Council with three changes to the City Council Minutes of March 20, 2018. Mayor Newton asked for the corrections and removal of item 4c be considered when making a motion regarding Resolution R-18-4249.

Fire Chief Brian Riley presented item 4b, showed a video of the four fold doors, and answered questions of the City Council.

Public Works Director Jeremy Hutt presented item 4d and answered questions of the City Council.

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

Councilmember Taylor thanked Chief Riley for showing the four fold door video and stated it is clear, these doors allow a faster response to a call, which saves lives and is good for everyone, including our tax payers.

Councilmember Taylor made a motion to approve Resolution R-18-4249, accepting the corrections to the minutes as provided by Mayor Newton, and removing item 4c. Councilmember Coplen 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-18-2037

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

Mayor Newton announced this item was withdrawn by the applicant on March 30, 2018.

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

Mayor Newton read the caption of Ordinance O-18-2038.

Community Development Director Ben Bryner presented this item and briefed the City Council stating the SUP limits the sale of alcohol to 40-percent of gross receipts and requires 60-percent of gross receipts are to be from the sale of food.

Mayor Newton asked Director Bryner if the SUP would go away if there was a change in ownership or location. Director Bryner stated yes, that is correct, and would also be the case if there was a name change.

Mayor Newton opened the public hearing at 8:01 p.m.

Catherine Chamblee, Attorney, 600 Congress Avenue, Austin, TX and Jim Austin, Field Leader, 1136 Crest Breeze, Haslet, representing Chipotle Mexican Grill, presented this item.

There were not others wishing to speak and Mayor Newton closed the public hearing at 8:04 p.m.

Mayor Newton asked Mr. Austin what the restaurant hours would be. Mr. Austin responded 10:45 a.m. to 10:00 p.m.

Mayor Newton asked Ms. Chamblee if there are specific hours required per state law, as this is an SUP to sell alcohol. Ms. Chamblee responded there are TABC regulations which Chipotle will adhere to; an example of such is the requirement that between the hours of 10 a.m. and 12 noon on Sunday, alcohol cannot be served unless there is a food purchase.

Mayor Newton stated the ordinance does not address the hours of operation and he feels they need to be added.

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

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

Mayor Newton read the caption of Ordinance O-18-2039.

Community Development Director Ben Bryner presented this item and briefed the City Council.

Mayor Newton stated this is a separate zoning from the current Carmel and asked Director Bryner if this was a different or the same developer. Director Bryner stated it is the same developer.

Mayor Newton asked staff what the City process is for reviewing and assessing request. Director Bryner stated the requests are compared with existing Land Development Codes, zoning-both differences and current, and applicability with the future land use map. Director Bryner stated a review and comment is offered by Community Development, Public Works, Engineering, the Urban Forester, Fire Marshal, and Building Official.

Mayor Newton stated he is in disagreement with staff's recommendation since the zoning request violates Colleyville's ordinances that limit to 12, the number of houses on a cul-de-sac. Mayor Newton stated he also disagrees as the street design does not meet City standards. Beyond those two concerns, Mayor Newton questioned the open space; suggesting there should be more open space along Glade Road to provide the look and feel Colleyville prefers. He also pointed out the land to the east is zoned R-20, but was built out as 1-3 acre lots. One large home faces west, which would see the back yards of the homes proposed in the PUD. This is a problem.

There was discussion regarding drainage, street standards, open space, fencing, and home fire sprinkler systems.

Mayor Newton also expressed his concern for there not being a preliminary or final plat. Director Bryner explained this is a zoning request and the plats are not required. Mayor Newton stated it is his expectation with a PUD, a preliminary plat be provided, so the zoning exhibit cannot be changed as it moves forward.

Mayor Newton opened the public hearing at 8:37 p.m.

Kathy Hadley, 204 North Timberline, spoke in opposition to the request, expressing concerns for density.

Steve Hickson, 1315 Glade Road, spoke in opposition to the request with concerns for consistency and fencing.

Rome Barnes, 1800 Valley View Lane, completed a speaker card, did not state being in support or opposition, and when called upon chose not to speak.

Bryan Klein, architect, Ion Design Group, representing the applicant, spoke in favor of the request, provided a presentation, and answered questions of the City Council.

There were no other wishing to speak and Mayor Newton closed the public hearing at 8:51 p.m.

Mayor Newton recapped the discussion.

Councilmember Coplen suggested the developer meet with the neighbors, and expressed her concerns of the road being too narrow, and there should be more open space along Glade Road.

Mr. Klein stated many of the original lots have already been sold. He thanked the Council for their time noting he had wanted a good conversation on the issues and that did occur.

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

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

Mayor Newton read the caption of Ordinance O-18-2040.

Community Development Director Ben Bryner presented this item and briefed the City Council.

Mayor Newton stated if the amendment is requested by the builder, he is concerned as to why the builder should decide roof pitch for everyone, not just his home. Director Bryner stated letters of support from other builders have been received.

Councilmember Nakamura asked if this is an either/or. Mayor Newton said no, and explained the design is more a matter of taste, and his discomfort is that one builder will decide for everyone.

Councilmember Wheat noted her Home Owner's Association has an Architectural Review Committee and builders/residents may seek variances to building design and she believes that would be a better approach than an ordinance.

Mayor Newton opened the public hearing at 9:21 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing.

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

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

Kathy Hadley, 204 North Timberline, spoke regarding lane changes on Glade Road, thanked the City Council for addressing the problem of heavy equipment parking on tree roots on Bransford Road, and thanked them for making that a nice area to look at. She also stated the wall on Bedford Road across from Tara is very nice, and thanked the City and Council for their work.

8. REPORTS

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

There was no action regarding this item.

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

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 9:25 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 17TH 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 04/17/2018

Number Resolution R-18-4252

Type Resolution

Department Information Services

Title

Approval of an Interlocal Agreement with the City of Grapevine for the installation of fiber optic cable

Strategic Plan

- 1.4 Communicate thoroughly and strategically
- 2.1 Provide responsive, efficient city services
- 2.3 Effectively leverage information technology

Explanation

Reading and Public Hearing

The purpose of the Interlocal Agreement (ILA) between the City of Colleyville and the City of Grapevine is to facilitate the construction and installation of a joint conduit and fiber system within the City of Colleyville Right-of-Way (ROW) that benefits the Grapevine/Colleyville Independent School District (GCISD) and the City of Colleyville, while utilizing the contractual services of the City of Grapevine.

The City of Colleyville and GCISD will exclusively own and use the conduit system and may not lease or sell to any third party without the written consent of both parties. The mapped pathway designed throughout the City takes advantage of both parties' needs related to redundancy and a maximized linear footage for shared route costs.

The City of Colleyville will provide the City of Grapevine reasonable access to Colleyville ROW. The City of Grapevine will perform the installation of the conduit system and will pull fiber City-wide, for the entirety of the project, which will contain a conduit system with two separate conduit trunk lines, one of which would contain fiber for the City of Colleyville, and the second would contain fiber for GCISD.

During the installation and construction of the Fiber Conduit System, Colleyville agrees to provide locations for bedding gravel and excavation spoils to be used by the installation crews, and after completion of the conduit installation, Colleyville will support assistance with crew personnel to help with the pulling of the fiber.

Upon completion of each portion of the Conduit System as specified in Exhibit "B", Grapevine shall back-fill and level the ground for all of the Project's holes and clean the work area while Colleyville will be responsible for any further Project restoration including sod replacement. Grapevine will be responsible for repairs associated with

any damages caused by Grapevine to any portion of the Conduit System during installation of the Conduit System on Colleyville and/or GCISD property until any given portion of the Conduit System is completed.

The City of Colleyville will be responsible for initially paying \$250,000 into the dedicated fund, and an annual payment of \$139,464.88, no later than September 30, for the next two years. This is based on an estimated total cost of \$528,929.75 illustrated on the attached agreement, "Exhibit C". There will be an annual accounting of revenue and expenditures provided to both parties on or before July 31st of each year. A Dedicated Fund and a Committee to administer this Projects' priority of schedule have been established under the terms and conditions set forth in Article VI of the GCISD/Colleyville Agreement attached as Exhibit "E".

Any disputes related to this project between the City of Colleyville and the City of Grapevine will be addressed and escalated in the following order. Primarily handled by the appointed committee members; secondly by the parties City Manager or designee; thirdly, by an independent mediator; and, finally by the appropriate court.

The initial term of this agreement is four years, unless earlier terminated. The parties may agree to one or more annual renewal term(s) of this agreement by written mutual agreement any time prior to the expiration date. Early termination can be accomplished in the following mannerr:

1. Written mutual agreement by both parties.
2. A 30-day notice by either party, due to funding issues in the upcoming proposed budget.
3. If either party breaches terms of this agreement and breach cannot be resolved, the other party can request a termination with a 30-day written notice.
4. If the contractor abandons the project for a period of 12 months or more, at no fault of the City.
5. After 30 days with written notice by the City for the following reasons:

In the event the Agreement is terminated by the City, neither GCISD nor the Committee shall be entitled to receive any subsequent annual payments under this Agreement. Except as otherwise provided, GCISD and the Committee shall have no obligation to refund the City any annual amount (or portion thereof, or interest accrued thereon) previously paid by the City to the Dedicated Fund.

Upon expiration or termination of this Agreement for any reason, Colleyville and GCISD shall retain ownership of their respective rights and obligations. A full and final accounting of all funds and expenditures in the Dedicated Fund shall be completed, and all remaining net balances and remaining obligations owed shall be distributed and allocated accordingly within 90 days of the expiration date or termination of the Agreement.

Financial Impact

In the FY 2016 capital improvement plan, \$394,700 was planned for the fiber project out of the Colleyville Tomorrow Fund. However, this project has been determined to be TIF eligible, as it is installation of infrastructure supporting several projects identified in the project plan. It is staff's recommendation to fund the project from the TIF Fund.

Recommendation

Approve

Attachments

1. Fiber optic cable installation presentation
2. Colleyville/Grapevine Installation of Fiber Optic Cable Interlocal Agreement
3. Exhibit A Conduit System Map

Grapevine-Colleyville Interlocal Agreement (ILA)

City Council Meeting

April 17, 2018

Purpose of the ILA



- Facilitate the construction and installation of a joint conduit and fiber system
- Utilize The City of Grapevine as a contractor
- City of Colleyville and GCISD will exclusively own and use the conduit system
- Describe the maintenance of the system during the installation of the project
- Maximize shared route with GCISD for cost savings

Colleyville Construction Responsibility



- Provide reasonable access to Colleyville right-of-way
- Provide any permitting required for right-of-way
- Provide locations for bedding gravel and excavation spoils storage
- Provide personnel to help with fiber pull after construction

Grapevine Construction Responsibility

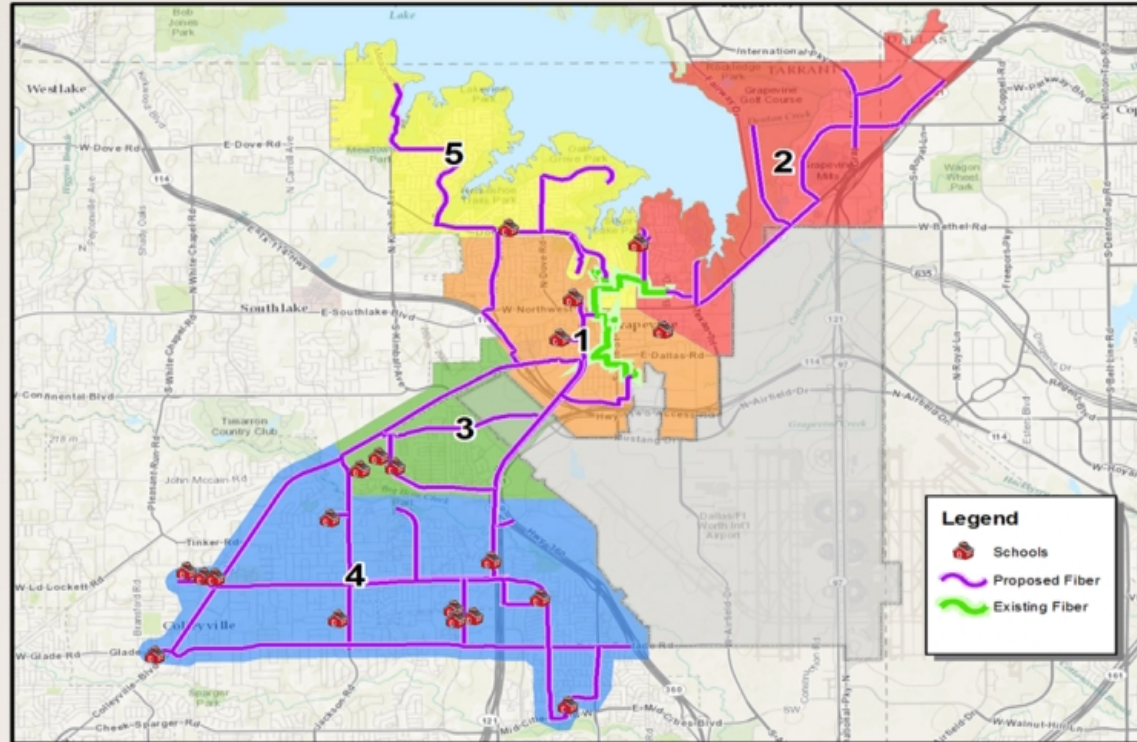


- Install Fiber Conduit System within the Colleyville right-of-way
- Back fill and level all excavated ground and clean work area
- Repair of any damaged conduit system during installation of section damaged

The Overall Project Cost

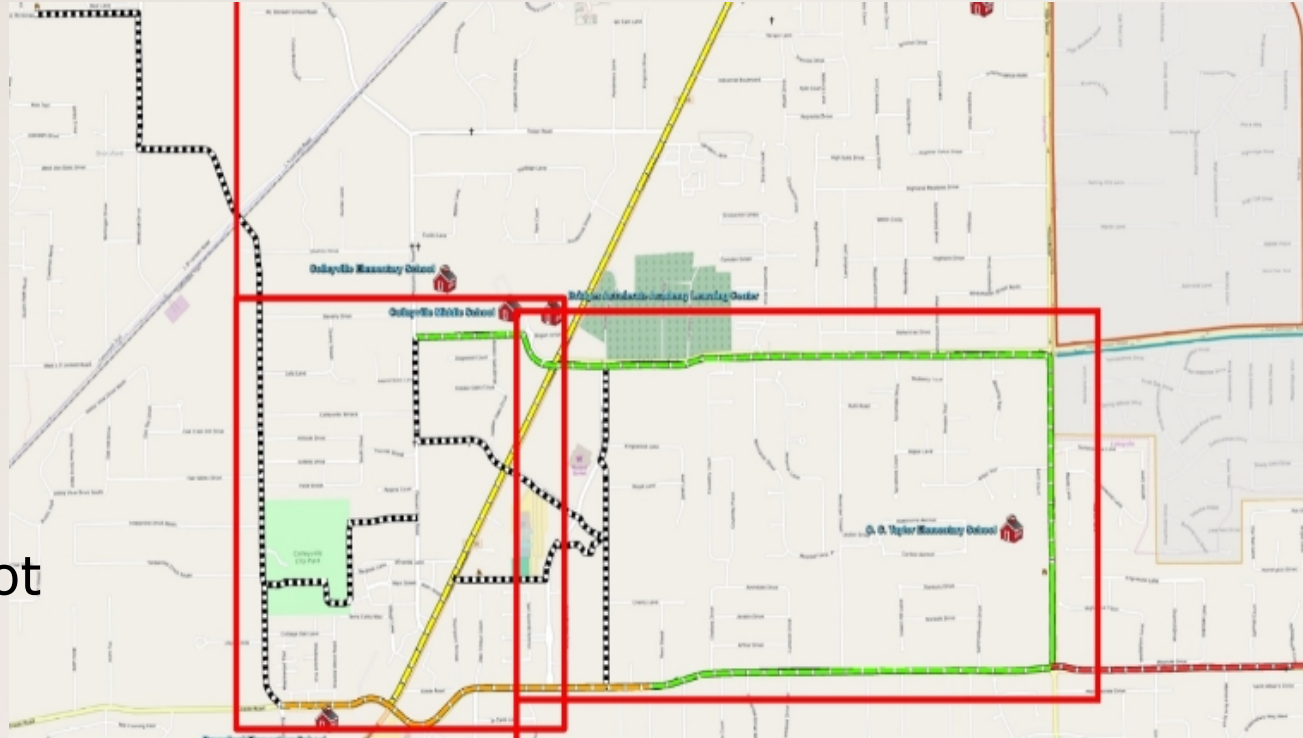


- Estimated 276,000 Linear Feet
- Covers both cities of Grapevine/Colleyville and GCISD's buildings
- Estimated \$5,000,000.00 at \$18.11 per linear foot



Estimated Colleyville Costs

- Estimated 51,930 linear feet
- Colleyville alone is 25,723 linear feet
- Colleyville/GCISD 26,207 linear feet shared
- \$528,929.75 at \$17.14 per linear foot



Colleyville Conduit & Fiber System Cost



- Initial payment of \$250,000
- Two payments of \$139,464.88 to equal \$528,929.75

Colleyville Footage	Linear Footage	Cost per LF	Total
Total	51,930		
Colleyville Conduit + Pulling Fiber	25,723	\$13.50	\$347,260.50
Conduit + Pulling Fiber Shared with GCISD	20,754	\$6.75	\$140,089.50
Pulling Fiber Shared with GCISD in 3rd Party	5,453	\$1.25	\$6,816.25
Conduit for Glade Road Only			
Colleyville Fiber - 48 strands	51,930	\$0.51	\$26,484.30
Equipment Cost: (\$584,457 / 276,000 feet = \$2.12/ft)			
• Colleyville Conduit + Pulling Fiber	25,723	\$2.12	\$54,532.76
• Conduit + Pulling Fiber Shared with GCISD	20,754	\$1.06	\$21,999.24
Labor Cost increase for temp labor (5 employees)			
• Colleyville Conduit + Pulling Fiber	25,723	\$1.52	\$39,098.96
• Conduit + Pulling Fiber Shared with GCISD	20,754	\$0.76	\$15,773.04
		Total	\$652,054.55
		Project Cost	
Credit for Conduit Installed by TX DOT @ Glade &	18,080	\$6.81	(\$123,124.80)
		Net Estimated Project Cost	\$528,929.75

Dispute Resolution



Escalation order

- Appointed committee members
- City Managers or designees
- An independent mediator
- The appropriate court

Term of Agreement



- The initial term of this Agreement is four years unless earlier terminated
- The parties may agree to one or more annual renewal term(s) of this Agreement (each a "Renewal Term") by mutual written agreement any time prior to the expiration date

Termination Clause



Early termination reasons

- Written mutual agreement by both parties
- A 30-day notice by either party due to funding issues in the upcoming proposed budget
- If either party breaches terms of this agreement and breach cannot be resolved, the other party can request a termination with a 30-day written notice
- If the contractor abandons the project for a period of twelve months or more at no fault of the City

Questions & Discussion

STATE OF TEXAS
INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLLEYVILLE AND
THE CITY OF GRAPEVINE FOR FIBER OPTIC CABLE INSTALLATION
BY THE CITY OF GRAPEVINE IN THE CITY OF COLLEYVILLE

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the **CITY OF COLLEYVILLE** (hereinafter "Colleyville") and the **CITY OF GRAPEVINE** (hereinafter "Grapevine"), which are both home rule municipal corporations and political subdivisions of the State of Texas. Colleyville and Grapevine are referred to herein as individually as a "Party" and collectively as the "Parties." There are no other parties to this Agreement; however, both Colleyville and Grapevine acknowledge that the Interlocal Agreement Between Colleyville and GCISD for Fiber approved by Colleyville's City Council on March 7, 2017 has a practical relationship to this Interlocal Agreement between Colleyville and Grapevine to the extent that some of the facilities referred to below will be constructed, at least in part, for the benefit of GCISD.

RECITALS

WHEREAS, Grapevine and Colleyville desire to execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to availability of current revenues; and

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into Interlocal cooperation agreements for administrative and governmental functions and services; and

WHEREAS, Grapevine and Colleyville agree that both Parties shall make payments for the performance of governmental functions or services under this Agreement from current revenues then available to the paying Party; and

WHEREAS, the Colleyville and Grapevine desire to install, have, and maintain a fiber optic conduit system to carry out their respective governmental functions and each have determined it necessary and beneficial to share a common conduit system within their respective public rights-of-way where practicable; and

NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations, and undertakings of and by each of the respective Parties to this Agreement, Grapevine and Colleyville agree as follows:

I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

“Access Point” shall mean the area immediately surrounding a Pull Box facility and/or other facility location where one Party’s responsibility for the Conduit System Facilities ends and other Party’s begins.

“Colleyville” shall mean the City of Colleyville, Texas.

“Grapevine” shall mean the City of Grapevine, Texas.

“GCISD” shall mean the Grapevine-Colleyville Independent School District.

“GCISD Agreement” shall mean the Interlocal Agreement between Colleyville and GCISD for Fiber approved by Colleyville’s City Council on March 7, 2017, a copy of which is attached hereto as Exhibit E. Colleyville and Grapevine hereby acknowledge and agree that any use of the term “Contractor” in the GCISD Agreement or between the parties to this Agreement shall not change Grapevine’s status as a municipal corporation and political subdivision of the State of Texas in this Agreement with the same governmental immunity and equal position as a governmental entity as enjoyed by Colleyville.

“Conduit System” shall mean the entire conduit system, including the Facilities as defined herein, to be installed and maintained for the benefit of Colleyville and GCISD as depicted in the map attached hereto, and incorporated herein, as Exhibit A. The portion of the Conduit System located on Colleyville’s real property shall be owned and maintained by Colleyville and GCISD subject to the GCISD Agreement and subject to the right of Grapevine to pull sufficient fiber optic cable through the conduit system to connect public safety radio sites located in Grapevine and Colleyville.

“Equipment” shall mean the tools, machinery, and motor vehicles used to install the conduit system, including equipment such as a bore rig, trucks, back trailer, fiber pulling equipment, or other such machinery or equipment.

“Effective Date” shall mean the date this Agreement bears the signatures of the authorized representatives of all of the Parties, whether on one or multiple counterparts.

“Expiration Date” shall mean the last date of the Initial Term or Renewal Term of this Agreement, as the case may be.

“Fiber” or “Fiber Optic” shall mean the optics of light transmission through very fine, flexible glass rods by internal reflection.

“Facilities” shall mean the physical facilities comprising the Conduit System, including any conduit, fiber optic strands, hand holes, or manholes used for the Conduit System, trunk lines, pull boxes or any other part of the fiber optic system.

“Glade Road Project” shall mean the installation of fiber conduit facilities to occur within Colleyville along the portion of Glade Road located in Colleyville from a starting point beginning at the western side of its intersection with Bransford Road and extending to the eastern side of its intersection with Manning Drive. Colleyville shall be solely responsible for hiring the contractor and administering the work for the Glade Road Project.

“Highway 26 Project” shall mean the installation of fiber conduit facilities to occur within Colleyville along the entire portion of Highway 26 located within Colleyville upon which TxDOT performs the installation of the fiber conduit facilities.

“Project” shall mean the installation of the Conduit System in Colleyville pursuant to the terms of this Agreement.

“Pull Box” and **“Access Point”** have the same meaning and are defined to mean the location of the point in the ground nearest the facility where the responsibilities of the “Conduit System” end and begin depending on the Party identified.

“Rights-of-Way” shall mean the rights-of-way and/or other real property interest within the incorporated limits of Colleyville where Colleyville has lawful access to install and maintain Colleyville utilities, including the Conduit System.

“TxDOT” shall mean Texas Department of Transportation, including its authorized contractors, licensees and/or agents.

II. PURPOSE

The purpose of this Agreement is to memorialize both Parties’ mutual agreement for Grapevine to construct and install; Colleyville to fund and maintain; and both Parties to use a common Conduit System for fiber optic cable within Colleyville’s territorial jurisdiction.

III. RIGHTS OF THE PARTIES; PROJECT LOCATION

3.1 Ownership of Conduit System. Except as otherwise provided in this Agreement, Colleyville and GCISD shall jointly own the Conduit System, including the conduit, fiber optic lines, and other Facilities installed pursuant to this Agreement that are also subject to the GCISD Agreement and subject to the right of Grapevine to pull sufficient fiber optic cable through the conduit system to connect public safety radio sites located in Grapevine and Colleyville. Where two or more conduits exist within the jointly owned areas of the Conduit System, both Colleyville and GCISD shall have sole ownership of one (1) complete conduit and may agree to divide ownership of any additional remaining conduits pursuant to the GCISD Agreement. Colleyville's ownership of the Conduit System shall terminate at each designated Access Point located in Colleyville's right-of-way, outside a GCISD building. Colleyville's ownership of the Conduit System and all previously referenced parts of same shall not extend into the territorial jurisdiction of Grapevine.

3.2 Conduit System for Colleyville, GCISD, and Grapevine Use Only. The Conduit System in Colleyville shall be exclusively used by Colleyville and GCISD, and by Grapevine to the extent necessary to connect public safety radio sites located in Grapevine and Colleyville.

3.3 Project Location. Both Parties have identified the best routing for the Conduit System which is depicted on the map attached hereto as Exhibit "A." Both Parties understand and agree that the Committee identified in the GCISD Agreement may review and amend this map on an ongoing basis prior to and during the Term of this Agreement.

3.4 Rights-of-way. Colleyville shall provide Grapevine with reasonable access to Colleyville's Rights-of-Way for the installation of the Conduit System at all locations where there is no conflict with existing users and there is available space. Grapevine shall not be responsible for acquiring additional rights-of-way, easements, or other property rights wholly located outside of the incorporated limits of Grapevine in order to install the Conduit System. Colleyville has and will have exclusive control over the rights-of-way directly related to this Agreement. Colleyville and Grapevine will coordinate conduit locations within the designated Rights-of-Way. Colleyville will provide Grapevine with a single point of contact for managing Rights-of-Way issues.

3.5 Access Points. The locations of all of Colleyville's Access Points shall be designated by Colleyville in consultation with Grapevine. The locations of all GCISD's Access Points shall be designated by GCISD in consultation with Grapevine and pursuant to said Interlocal Agreement between Colleyville and GCISD. Notwithstanding the foregoing, Grapevine shall not be required to install Access Points in any location deemed by

Grapevine to require unreasonable costs. Each Access Point will generally consist of a Pull Box or similar access facility within a Colleyville Right-of-Way at or near Colleyville or GCISD's building and/or real property. Pulling of fiber optic cable from each Access Point designated by Colleyville to the termination point shall be Colleyville's responsibility. Pulling of fiber optic cable from each Access Point designated by GCISD to the termination shall be GCISD's responsibility.

3.6 Parties to be Independent. It is understood and agreed by and between the Parties that each, in satisfying the conditions of this Agreement, is acting independently, and that neither assumes responsibility or liability to any third party in connection with these actions. All work to be performed by Grapevine pursuant to this Agreement shall be in the capacity of an independent local governmental entity, and not as an agent or employee of Colleyville or GCISD. Each Party shall supervise the performance of its own personnel 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.

IV. PROJECT SPECIFICATIONS

4.1 Specifications. The Conduit System Facilities shall conform with specifications provided in Exhibit "B" attached hereto.

4.2 Installation. Grapevine shall perform installation for the Project, including the two (2) conduits, the vaults on the main conduit trunk line to provide access to the conduits, and shall pull the fiber through the conduit assigned to Colleyville and to GCISD. Grapevine will pull fiber optic cable through the conduits to the pull boxes and access points for up to six (6) months after completion of the installation of the conduits in Colleyville. Colleyville shall, upon request and seven (7) days prior written notice, provide bedding gravel from a location in Colleyville and an operator with equipment to load the bedding gravel into a dump truck operated by Grapevine. Grapevine shall unload the bedding gravel from the dump truck as needed at Project sites. Colleyville shall provide one or more locations in Colleyville where excavation spoils from Project sites can be dumped. Grapevine shall transport and dump the excavation spoils from Project sites to the location designated by Colleyville. Upon request and seven (7) days prior written notice by Grapevine, Colleyville will provide up to five (5) Colleyville personnel, subject to availability, to assist Grapevine personnel in pulling fiber optic cable through the conduit systems installed in Colleyville or Colleyville may pay for temporary labor reasonably required pull fiber optic cable through the conduit systems and such payment shall be separate and apart from the Dedicated Fund and funds specified in Exhibit "C". It is anticipated that such assistance will continue for up to five days at a time. Such Colleyville personnel that are provided shall at all times remain the responsibility of and the employees of Colleyville.

4.3 Restoration. Upon completion of each portion of the Conduit System as specified in Exhibit "B", Grapevine shall back-fill and level the ground for all of the Project's holes and clean the work area. Colleyville shall be responsible for any further Project restoration including sod replacement. Restoration work under this Agreement shall comply with the applicable specifications in Exhibit B. Colleyville shall, upon reasonable request and prior written notice, provide back-fill material to Grapevine for use on this Project at a location in or reasonably near Colleyville and Colleyville shall provide an operator with the necessary equipment or machinery to load the back-fill material into a Grapevine truck.

4.4 System Compatibility. Colleyville will ensure that the portions of the Conduit System installed within Colleyville's Rights-of-Way located within both the Glade Road and Highway 26 Project locations are compatible with the Conduit System to the extent necessary for Colleyville and GCISD to be able to connect and run their respective Facilities throughout those locations. Colleyville shall be responsible for the work and costs associated with any modifications to the Conduit System located within Colleyville's Rights-of-Way in these two locations to the extent necessary to ensure such compatibility. Colleyville shall have sole discretion to determine the scope and work to be performed in connection with Colleyville's obligations under this Section 4.4.

4.5 Equipment. Equipment required for installation shall be acquired by Grapevine. Equipment for the repair and maintenance of Colleyville buildings shall be the responsibility of Colleyville. Equipment identified as part of the fiber project that will be used for the installation of conduit and fiber optic cable is described in Exhibit "D". The cost of additional equipment required outside of Exhibit "D" will be Colleyville's sole expense.

4.6 Standard of Care. Grapevine shall use commercially reasonable care while performing the work under this Agreement.

4.7 Permitting. Colleyville will be responsible for applying for any required permits or licenses or other permission that may be required; however, if required by the permitting agency, both Colleyville and GCISD will sign, when necessary, any required permit application. Both Colleyville and GCISD will share in initial or ongoing costs for any required permits, license or other permission that may be required. Grapevine will not be responsible for any cost related to permits required for the Project within the territorial jurisdiction of the City of Colleyville.

V.
MAINTENANCE & REPAIR SERVICE; COST APPORTIONMENT

5.1 Responsibility for Location Services. During the Term of this Agreement and subject to Exhibit "C" of this Agreement, Colleyville and GCISD will coordinate and provide all location services. Colleyville may enter into an agreement with a third party to provide such services, the terms of which shall be at Colleyville's sole discretion and expense.

5.2 Maintenance, Damage and Repair Generally. Colleyville shall be responsible for the general maintenance and repair cost for all Conduit System Facilities located on Colleyville property, provided, Grapevine shall be responsible for repairs associated with any damages caused by the acts or omissions of Grapevine to any portion of the Conduit System during installation of the Conduit System on Colleyville and/or GCISD property until any given portion of the Conduit System is completed. As portions of the Conduit System are completed, Grapevine's responsibility for repair of any completed portions of the Conduit System will end. A portion of the Conduit System, as specified in writing by Grapevine, will be considered completed when the specifications in Exhibit B for said portion of the Conduit System have been substantially met and the work has been accepted, in writing, by Colleyville; provided, that such acceptance shall not be unreasonably withheld.

5.3 Damage After Completion of Grapevine's Work. During the term of this Agreement, if any portion of any of the Conduit System in Colleyville's Right of-Way is damaged after Grapevine's work on that portion of the Conduit System was completed, Colleyville shall be responsible for hiring its own contractor to perform all required repairs. A portion of the Conduit System will be considered completed when the specifications in Exhibit B for that portion of the Conduit System have been substantially met.

VI.
PROJECT ADMINISTRATION; COMPENSATION

A Dedicated Fund and a Committee to administer this Project have been established under the terms and conditions set forth in Article VI of the GCISD Agreement attached as Exhibit E. Project schedules, payment terms, and all other administrative matters not expressly addressed in this Agreement shall be administered by the Committee in accordance with the relevant provisions contained in Exhibit "C" of this Agreement.

VII. DISPUTE RESOLUTION; MEDIATION

7.1 Dispute Resolution. The Parties agree that the Parties will attempt to resolve disputes relating to the Project and this Agreement in the following manner: (i) first the Parties will meet in the Committee to attempt resolution; (ii) if no resolution is achieved by the Committee, the dispute will be heard at a meeting of each Parties' City Manager or designee; (iii) if no resolution is achieved after the dispute is heard by the designated parties designees, then the dispute will be heard by an independent mediator; and (iv) if no resolution is achieved after meeting with a mediator, then the dispute will be resolved in the appropriate Court. Either Party may proceed directly to Court if this dispute process would unduly delay or interfere with the Party's timely filing of one or more causes of action in court.

7.2 Mediation. Should mediation occur, the Parties shall agree on the mediator to be used and each Party agrees to equally share the cost for the mediator's services. Each Party is responsible for its own expenses related to mediation, including legal representation.

VIII. TERM & TERMINATION

8.1 Term. The Initial Term of this Agreement shall begin on the Effective Date and shall end the earlier of the date of completion of the Project or four (4) years from the Effective Date, unless earlier terminated in accordance with the provisions contained herein. The Parties may agree to one or more one (1) year renewal terms of this Agreement (each a "Renewal Term") by mutual written agreement any time prior to the Expiration Date.

8.2 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following events:

- (a) by written mutual agreement of both Parties; or
- (b) by either Party, after thirty (30) days written notice to the other Party, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligations under this Agreement in each Party's approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing approved budget; or

- (c) by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) calendar days after written notice thereof; provided however, if such breach cannot reasonably be cured within such thirty calendar (30) day period, such breaching Party shall be allowed additional time (not to exceed thirty (30) additional calendar days) to cure such breach, so long as the breaching Party begins the cure within the initial thirty (30) calendar days and diligently pursues the cure to completion within sixty (60) calendar days after written notice of such breach; or
- (d) through no fault of Colleyville, Grapevine has performed no work on the Project for a period of twelve (12) consecutive months after the installation work of the Agreement has begun on the real property of Colleyville.

8.3 Refund Upon Termination. In the event that this Agreement is terminated by Colleyville pursuant to Section 8.2(c) or (d) above, neither Grapevine nor the Committee shall be entitled to receive any subsequent annual payments under this Agreement. Except as otherwise provided in this Article, including section 8.4 below, Grapevine and the Committee shall have no obligation to refund to Colleyville any annual amount (or portion thereof or interest accrued thereon) previously paid by Colleyville to the Dedicated Fund.

8.4 Rights Upon Termination. Upon expiration or termination of this Agreement for any reason, Colleyville and Grapevine shall retain ownership of their respective rights and obligations as set forth herein. A full and final accounting of all funds and expenditures in the Dedicated Fund, established pursuant to Article VI of this Agreement, shall be completed and all remaining net balances and/or remaining obligations owed hereunder shall be distributed and/or allocated accordingly within ninety (90) days of the Expiration Date or termination of this Agreement, as the case may be.

IX. MISCELLANEOUS

9.1 Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties are as follows:

If to Colleyville, to: City Manager
 Colleyville City Hall
 100 Main ST
 Colleyville, TX 76034

If to Grapevine, to: City Manager
 Grapevine City Hall
 200 S. Main ST
 Grapevine, TX 76051

9.2 Governing Law and Venue. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall only lie in State of Texas District Courts in Fort Worth, Tarrant County, Texas. The Parties hereby affirmatively agree to submit to the personal and subject matter jurisdiction of said courts.

9.3 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement. The covenants, obligations and liabilities of the Parties shall be several and not joint or collective. Each of the Parties shall be individually responsible for its own covenants, obligations and liabilities herein. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to any of the Parties.

9.4 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. The Parties expressly acknowledge and agree that the construction, operation, and use of the Facility constitute a governmental function pursuant to the Texas Tort Claims Act, as amended.

9.5 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

9.6 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. In the case of any conflict between this Agreement and the Exhibits, this Agreement shall govern.

9.7 Recitals. The recitals to this Agreement are incorporated herein.

9.8 Amendment. This Agreement may only be amended by the mutual, written agreement of both Parties.

9.9 Questions from the Public; Public Information Act Request. Colleyville acknowledges that it is Colleyville's responsibility to respond to questions or concerns expressed by Colleyville's citizens on any issues related to the Project including, but not limited to, general questions or concerns about the Project, its construction/installation schedule, and the type or quality of work being performed to carry out the terms and conditions of this Agreement. Notwithstanding the foregoing, both Parties agree to comply with Chapter 552 of the Texas Public Information Act.

9.10 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.12 Assignment. Neither Party may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Party.

9.13 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay, or deny such consent or approval.

9.14 Survival of Covenants. Any of the representations, warranties, covenants, 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.

9.15 Source of Payment. Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations pursuant to this Agreement.

9.16 Purchasing. The Parties agree that each Party shall abide by any and all competitive purchasing laws applicable to the Party initiating the construction, maintenance or repair of the system. The Parties further agree that all payments shall be from the designated fund.

9.17 Force Majeure. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

9.18 No Additional Participating Parties. No additional parties or other governmental entities may become parties under the terms of this Agreement.

9.19 Insurance. It shall be each Party's individual responsibility to obtain any and all insurance coverage necessary for the Project.

9.20 Captions. The captions to various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

9.21 Contra Proferentem. The legal doctrine of *contra proferentem* shall not apply to this Agreement and therefore any ambiguity in the terms of this Agreement shall not be interpreted against the author or draftsman of this Agreement. Both Parties affirmatively acknowledge that each has had the opportunity to consult with their respective legal counsel.

9.22 Authority to Execute. Both individuals executing this Agreement on behalf of their respective Parties below represent to each other and to others that all of the appropriate and necessary actions have been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears; that there are no other parties or entities required to execute this Agreement in order for this Agreement to be an authorized and binding contract on the Party for whom the individual is signing this Agreement; that each individual affixing his or her signature hereto is lawfully authorized to do so and that such authorization is valid and effective on the date that the individual signs this Agreement on the following page.

EXECUTED hereto on the date(s) shown below.

City of Grapevine, Texas

City of Colleyville, Texas

By: _____
William D. Tate, Mayor

By: _____
Richard Newton, Mayor

Attest:

Attest:

Tara Brooks
Grapevine City Secretary

Christine Loven
Colleyville City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John F. Boyle, Jr.
City Attorney
Boyle & Lowry, LLP

Whitt L. Wyatt
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith L.L.P.
(WW:3042:3.29.18:96341v4)

LIST OF EXHIBITS

- Exhibit A – Conduit System Map
- Exhibit B – Specifications of the Conduit System Installation
- Exhibit C – Conduit and Fiber Systems Estimates
- Exhibit D – Fiber Project Equipment
- Exhibit E – GCISD Agreement
- Exhibit F – ILA between Grapevine and GCISD referenced in Exhibit E

**EXHIBIT A
CONDUIT SYSTEM MAP**

EXHIBIT B
SPECIFICATIONS OF THE CONDUIT SYSTEM INSTALLATION

1. Depth of conduit will usually be between 24" and 30", but may vary depending on obstacles. Depth of conduit shall not be shallower than 18".
2. Place two 1 ¼" high density polyethylene resin standard dimension ratio conduit 11 ("HDPE SDR 11").
3. Color of conduit shall be Black and Orange. Pipe shall be solid in color. Pipe with only tracer line showing color shall not be used.
4. Only number 30's, 45's or 90's shall be used (pipe bends or turns).
5. Any change of direction will be made via Pull box or bending conduit in a sweeping radius that shall be no shallower than 36".
6. Minimum pull box size shall be 48"x36"x24" deep.
7. Maximum distance between pull boxes shall be 1,500 feet.
8. Pull boxes shall typically sit on 9" of gravel and, depending on location, but may have a 10" concrete apron.
9. Separate pull boxes shall be set for Colleyville and GCISD. Conduit will terminate in respective boxes.
10. When setting pull boxes/terminating conduit, a 1 ¼" conduit plug shall be placed in the end of the conduit to prevent debris from entering before the fiber is installed. Duct tape shall not be used in place of conduit plugs.
11. After the fiber has been installed, a split conduit plug shall be placed in each conduit to prevent debris from entering.
12. Place a 3" marked tube above ground warning of an underground fiber optic cable route at least every 3,000 feet along the conduit route.
13. A tracer wire of a minimum of a 10 AWG solid copper clad orange shall be placed with conduit. Tracer wire shall be continuous and without splices. If tracer wire insulation is damaged during installation, the damaged tracer wire shall be replaced.
14. A minimum of 50' of cable shall be stored in each pull box regardless of splice cans.
15. A fiber splice can shall be placed in the pull box whenever a splice is made. This splice can shall be sized to match the strand count of the cable.
16. A fiber splice tray sized for the number of splices at that location shall be placed in the fiber splice can.
17. Splices shall be made in a clean environment, typically in the splice trailer.
18. RESTORATION: Grapevine shall back-fill and level the ground for all of the Project's holes, but Colleyville shall be responsible for any further Project restoration.

EXHIBIT C CONDUIT & FIBER SYSTEM ESTIMATES

Colleyville Footage	Linear Footage	Cost per LF	Total
Total	51,930		
Colleyville Conduit + Pulling Fiber	25,723	\$13.50	\$347,260.50
Conduit + Pulling Fiber Shared with GCISD	20,754	\$6.75	\$140,089.50
Pulling Fiber Shared with GCISD in 3rd Party Conduit for Glade Road Only	5,453	\$1.25	\$6,816.25
Colleyville Fiber - 48 strands	51,930	\$0.51	\$26,484.30
Equipment Cost: (\$584,457 / 276,000 feet = \$2.12/ft)			
) Colleyville Conduit + Pulling Fiber	25,723	\$2.12	\$54,532.76
) Conduit + Pulling Fiber Shared with GCISD	20,754	\$1.06	\$21,999.24
Labor Cost increase for temp labor (5 employees)			
) Colleyville Conduit + Pulling Fiber	25,723	\$1.52	\$39,098.96
) Conduit + Pulling Fiber Shared with GCISD	20,754	\$0.76	\$15,773.04
		Total Estimated Project Cost	\$652,054.55
Credit for Conduit Installed by TX DOT @ Glade & Hwy 26	18,080	\$6.81	(\$123,124.80)
		Net Estimated Project Cost	\$528,929.75

Based on the above calculations, Colleyville shall make an initial payment of \$250,000 and two payments of \$139,464.88. However, as outlined in the Agreement, the Committee may adjust the amount of each payment.

However, as outlined in the Agreement, the Committee may adjust the amount of each payment.

**EXHIBIT D
FIBER PROJECT EQUIPMENT**

Equipment #	Description	Division	Notes
15515	Vacuum Trailer	Traffic	2015-Vactron
15615	Drill Machine/Bore	Traffic	2016-Vermeer
15715	Trailer-(Belshe)	Traffic	2015-Belshe
15115	Splice Trailer	Traffic	2015-Rollingstar-12ft
15626	Service Truck w/Tool Body	Traffic	2016-F-550
15636	Pick-up w/Dump Bed	Traffic	2016-F-550

EXHIBIT E
GCISD AGREEMENT

EXHIBIT E

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN THE CITY OF
 § COLLEYVILLE AND THE GRAPEVINE-COLLEYVILLE
COUNTY OF TARRANT § INDEPENDENT SCHOOL DISTRICT FOR FIBER

This Interlocal Agreement (the "Agreement") is entered into by and among the **CITY OF COLLEYVILLE, TEXAS** ("City") a municipal corporation and the **GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT** ("GCISD"), and located partially within the City of Colleyville and jointly, referred to as the "Parties."

RECITALS

WHEREAS, GCISD and the City execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to availability of current revenues;

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services;

WHEREAS, the Parties agree that any Party paying for the performance of governmental functions or services under this Agreement shall make those payments from current revenues available to the paying Party;

WHEREAS, the City and GCISD desire to install, have and maintain a fiber optic conduit system to carry out their respective governmental functions and each have determined it necessary and beneficial to share a common conduit system within their respective public rights-of-way where practicable; and

NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations and undertakings by each of the respective Parties to this Agreement the Parties agree as follows:

I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"**Access Point**" shall mean the area immediately surrounding a Pull Box facility and/or other facility location where one Party's responsibility for the Conduit System Facilities ends and other Party's begins.

"**City**" shall mean the City of Colleyville, Texas.

"Conduit System" shall mean the entire conduit system, including the Facilities as defined herein, to be installed and maintained for the benefit of the City and GCISD as depicted in the map attached hereto as Exhibit A. The portion of the Conduit System located on GCISD property shall be solely owned and maintained by GCISD and the portion of the Conduit System located on City property shall be solely owned and maintained by the City; provided that portions of the Conduit System located within the City's Rights-of-Way defined herein shall be owned and maintained jointly and severally by the Parties.

"Contractor" shall mean the City of Grapevine, Texas.

"Equipment" shall mean the tools, machinery, and motor vehicles used to install the conduit system, including equipment such as a bore rig, trucks, back trailer, fiber pulling equipment, or other such machinery or equipment.

"Effective Date" shall mean the date this Agreement bears the signatures of the authorized representatives of all of the Parties, whether on one or multiple counterparts.

"Expiration Date" shall mean the last date of the Initial Term or Renewal Term of this Agreement, as the case may be.

"Fiber" or **"Fiber Optic"** shall mean the optics of light transmission through very fine, flexible glass rods by internal reflection.

"Facilities" shall mean the physical facilities comprising the Conduit System, including any conduit, fiber optic strands, innerduct, hand holes or manholes used for the Conduit System, trunk lines, pull boxes or any other part of the fiber optic system.

"GCISD" shall mean the Grapevine-Colleyville Independent School District.

"Glade Road Project" shall mean the installation of fiber conduit facilities to occur within the City along the portion of Glade Road located in Colleyville from a starting point beginning at the western side of its intersection with Bransford Road and extending to the eastern side of its intersection with Manning Drive. The City shall be solely responsible for hiring the contractor and administering the work for the Glade Road Project.

"Highway 26 Project" shall mean the installation of fiber conduit facilities to occur within the City along the entire portion of Highway 26 located within the City upon which TxDOT performs the installation of the fiber conduit facilities.

"Innerduct" shall mean the flexible tube conduit through which glass fiber strand cable may be installed.

"Multi-duct" shall mean all portions of the Conduit System that has been sectioned into either two or more innerducts.

"Project" shall mean the installation of the Conduit System in the City of Colleyville pursuant to the terms of this Agreement.

"Pull Box" and **"Access Point"** have the same meaning and are defined to mean the location of the point in the ground nearest the facility where the responsibilities of the "Conduit System" end and begin depending on the Party identified.

"Rights-of-Way" shall mean the rights-of-way and/or other real property interest within the incorporated limits of the City where the City has lawful access to install and maintain City utilities, including the Conduit System.

"TxDOT" shall mean Texas Department of Transportation, including its authorized contractors, licensees and/or agents.

II. PURPOSE

The purpose of this Agreement is to memorialize the Parties Agreement to fund, construct, install, maintain and use a common Conduit System for fiber optic cable within the joint and several jurisdictions of the Parties.

III. RIGHTS OF THE PARTIES; PROJECT LOCATION

3.1 Ownership of Conduit System. Except as otherwise provided in this Agreement, the City and GCISD shall jointly own the Conduit System, including the conduit, innerduct, multi-duct, fiber optic lines and other Facilities installed pursuant to this Agreement. Where two or more innerducts exist within the jointly owned areas of the Conduit System, each Party shall have sole ownership of one (1) complete innerduct and may agree to divide ownership of any additional remaining innerducts. The City's ownership of the Conduit System shall terminate at each designated Access Point located outside a GCISD building.

3.2 Conduit System for Parties Use Only. The Conduit System shall be exclusively used by City and/or GCISD and neither Party may sell, transfer, lease and/or assign the Conduit System to a third-party except by written consent from the other Party.

3.3 Project Location. The Parties have identified the best routing for the Conduit System which is depicted on the map attached hereto as Exhibit "A." The Parties understand and agree that the Committee identified in Article VII may review and amend this map on an ongoing basis prior to and during the Term of this Agreement.

3.4 Rights-of-way. The City shall provide reasonable access to City Rights-of-Way for the installation of the Conduit System at all locations where there is no conflict with existing users and there is available space. The City shall not be responsible for acquiring additional rights-of-way, easements or other property rights in order to install the Conduit System. The City will have

exclusive control over the rights-of-way directly related to this Agreement. The City will decide where the duct is to be located within the designated Rights-of-Way.

3.5 Access Points. The locations of all GCISD Access Points shall be designated by GCISD in its sole discretion. The locations of all City Access Points shall be designated by City in its sole discretion. Each Access Point will generally consist of a Pull Box or similar access facility within a Right-of-Way at or near the Party's building and/or real property. Construction of Facilities and pulling of fiber optic cable from each Access Point to the termination point shall be the responsibility of Party designating the Access Point on its property.

IV. PROJECT SPECIFICATIONS

4.1 Specifications. The Conduit System Facilities shall conform with specifications provided in Exhibit "B" attached hereto.

4.2 Installation. The Contractor shall perform installation for the Project, including the two (2) innerducts, the vaults on the main conduit trunk line to provide access to the innerducts and pull the fiber through the innerduct assigned to the City and to GCISD.

4.3 Restoration. After the Contractor completes this work, the City will hire and oversee a separate contractor to restore the Right-of-Way to its original condition prior to the construction and installation of the Conduit System. Restoration work under this Agreement shall comply with the applicable specifications in Exhibit B. The Parties will share the cost of these repairs and City agrees to provide GCISD with an estimate of the expenditures needed to restore the Right-of-Way prior to proceeding with the restoration work.

4.4 System Compatibility. The City will ensure that the portions of the Conduit System installed within the City Rights-of-Way located within both the Glade Road and Highway 26 Project locations are compatible with the Conduit System to the extent necessary for the Parties to be able to connect and run their respective Facilities throughout those locations. The City shall be responsible for the work and costs associated with any modifications to the Conduit System located within the City's Rights-of-Way in these two locations to the extent necessary to ensure such compatibility. The City shall have sole discretion to determine the scope and work to be performed in connection with the City's obligations under this Section 4.4.

4.5 Equipment. Equipment required for installation shall be acquired by the Contractor. The Contractor may perform work for GCISD with the Equipment. GCISD shall have the right to use the Equipment. Equipment for the installation, repair and maintenance in GCISD or City buildings will be the responsibility of each Party.

4.6 Permitting. The City will be responsible for applying for any required permits or licenses or other permission that may be required; however, if required by the permitting agency, both Parties will sign any needed application. Both Parties will share in initial or ongoing costs for any required permits, license or other permission that may be required. Both Parties further agree to share the related cost(s), aforementioned, equally.

V.
MAINTENANCE & REPAIR SERVICE; COST APPORTIONMENT

5.1 Responsibility for Location Services. During the Term of this Agreement and subject to the limitation contained in paragraph 6.2, the City will coordinate and provide all location services. The City may enter into an agreement with a third party to provide such services, the terms of which shall be at the City's sole discretion.

5.2 Maintenance and Repair Generally. The City shall be responsible for the maintenance and repair cost for all Conduit System Facilities located on City property. GCISD shall be responsible for the maintenance and repair cost for all Conduit System Facilities located on GCISD property.

5.3 Maintenance and Repair in the Rights-of-Way. During the term of this Agreement, the City shall be responsible for coordinating and administering the maintenance and repair of the Conduit System in the Rights-of-Way. The City and GCISD agree that each Party shall pay their own materials cost. For joint costs, including maintenance and repairs, the Parties will pay proportionately based upon the fiber strands each Party has in that portion of the system (for example, if the City has 96 fiber strands and GCISD has 288 fiber strands in the affected portion of the system, the City would pay 25% and GCISD would pay 75% of the shared costs). Upon the expiration or termination of this Agreement, the Parties shall enter into a separate agreement to provide for the maintenance and repair of the Conduit System.

5.4 Maintenance Priorities. During the term of this Agreement, the City's contractor shall provide maintenance of the Conduit System and respond, on an emergency basis, to all Conduit System repair calls and perform any needed repairs, including providing cable locates as needed. The Parties agree that the safety and well-being of the City's citizens and visitors are priority, and; the maintenance and repair will be performed based on the following priority order: (i) those portions of the Conduit System serving public safety; (ii) those portions of the Conduit System used for other City services; and (iii) GCISD's portion of the Conduit System; provided, however, that during any emergency situation involving a GCISD campus or other building or during time periods when GCISD students are taking state-mandated tests, GCISD's system will be given the same priority as the portion of the system serving public safety.

5.5 Damages. During the term of this Agreement, if the Conduit System in the Right-of-Way is damaged, the Parties agree to seek compensation from any and all responsible for the damage. If there is no responsible third party, or the responsible third party cannot be found or is unable to pay for the damages, the City and GCISD agree to hire a contractor to perform the repairs with the cost to be apportioned in accordance with Section 5.3 above.

5.6 Scheduling. All maintenance and repair work on the Conduit System (other than emergency repairs) will be scheduled outside the time periods GCISD students are taking state-mandated tests, and that GCISD will be given at least two weeks' notice prior to any scheduled maintenance and repair work. Notwithstanding the foregoing, both Parties agree to provide

reasonable notice to the other prior to starting any maintenance or repair work that may affect the other Party's use of the Conduit System.

VI. DEDICATED FUND

6.1 Dedicated Fund. In order to commence construction, City must initially pay into a dedicated fund, an amount that will allow the City, through its Contractor, to place orders and begin the process. The Contractor will maintain said fund. City will initially pay \$175,000 into the dedicated fund for the purposes of construction and installation of the Conduit System within thirty (30) days after the Effective Date of this Agreement.

6.2 City Contributions to the Fund. The City shall contribute to the Dedicated Fund in accordance with the cost estimate table attached hereto as Exhibit C. The Parties agree that the City's contribution amounts identified in Exhibit C are merely estimates and are subject to change. After the first year, City will pay over a two-year period, not later than September 30 of each year, an estimated amount of \$123,125.28. Annual reconciliations will be performed to determine the actual Project cost and if additional funding is needed this will be determined by the Committee. The Parties may also mutually agree to increase the amount paid into the Dedicated Fund to cover any necessary expenses for the Project.

6.3 Highway 26 and Glade Road Project Funding. The City contributions identified in Section 6.2 above will not be used for the installation of conduit facilities in that portion of Highway 26 being constructed by TxDOT or within the Glade Road Project; provided that the City's contributions will be used for the installation of *fiber* for the Glade Road Project. GCISD's cost of installation for the aforementioned conduit being installed by TxDOT on Highway 26 and City's contractor for the Glade Road Project shall be credited to the City as provided in Exhibit C.

6.4 GCISD Contributions. The Parties acknowledge that GCISD previously paid \$625,000 into the Dedicated Fund for use in this Project.

6.5 Annual Fund Accounting. Each Party shall be entitled to one accounting of revenue and expenditures within the Dedicated Fund on or before July 31st of each year. This accounting shall be delivered in the same manner as provided in the Interlocal Agreement Between the City of Grapevine and the Grapevine-Colleyville Independent School District dated May 21, 2015, as the same may be amended from time to time (the "Grapevine ILA").

6.6 Project Committee. The Parties agree that their respective staff will be appointed to the committee established by the Grapevine ILA (the "Committee"), to address various issues, including but not limited to construction, scheduling, maintenance, location, cost adjustments and disputes that may arise in the shared use of the Conduit System or other duties as needed. The City Manager and Superintendent shall be entitled to assign an equal number of staff members to the Committee.

6.7 Committee Meetings. It is anticipated that the Committee will meet twice a month during the term of this Agreement and when necessary thereafter and the Committee members

from each Party will provide their Party's staff with minutes and updates from Committee meetings. It is the Parties understanding that a simple majority of the total number of appointed Committee members shall constitute a quorum to conduct Committee business concerning this Agreement.

6.8 Rules of Procedure; Voting. The Committee shall adopt its own rules of procedure and in all cases where the Committee is to make a decision under this Agreement, the decision may be made in one of the following ways:

- (a) A majority of the Committee members for each Party shall constitute a vote on behalf of the Party they represent; or
- (b) Each Party shall designate a voting member for that Party.

6.9 Committee Minutes. Written or recorded minutes shall be kept for all Committee meetings in which there is a quorum present in accordance with the Texas Open Meetings Act and are subject to disclosure under the Public Information Act.

6.10 Limitations of Committee. The Committee will not have oversight of the installation of conduit facilities by TxDOT on Highway 26 or the installation of the conduit facilities by City's third party contractor on Glade Road Project; provided the Committee will have oversight of the installation of *fiber* in the innerducts in these two areas.

VII. DISPUTE RESOLUTION; MEDIATION

7.1 Dispute Resolution. The Parties agree that the Parties will attempt to resolve disputes relating to the Project and this Agreement in the following manner: (i) first the Parties will meet in the Committee to attempt resolution; (ii) if no resolution is achieved by the Committee, the dispute will be heard by the District Superintendent or designee and the City Manager or designee jointly; (iii) if no resolution is achieved after the dispute is heard by the Superintendent or designee and the City Manager or designee, then the dispute will be heard by an independent mediator; and (iv) if no resolution is achieved after meeting with a mediator, then the dispute will be resolved in the appropriate Court. Either Party may proceed directly to Court if this dispute process would unduly delay or interfere with the Party's timely filing of one or more causes of action in court.

7.2 Mediation. Should mediation occur, the Parties shall agree on the mediator to be used and each Party agrees to equally share the cost for the mediator's services. Each Party is responsible for its own expenses related to mediation, including legal representation.

VIII. TERM & TERMINATION

8.1 The Initial Term of this Agreement shall be for a period of five (5) years unless earlier terminated in accordance with the provisions contained herein. The Parties may agree to

one or more annual renewal terms of this Agreement (each a "Renewal Term") by mutual written agreement any time prior to the Expiration Date.

8.2 This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by written mutual agreement of the Parties;
- (b) by either Party, after thirty (30) days written notice to the other if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing approved budget;
- (c) by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however, if such breach cannot reasonably be cured within such thirty (30) day period, such breaching Party shall be allowed additional time (not to exceed thirty (30) additional days) to cure such breach so long as the breaching Party begins the cure within the initial thirty (30) days and diligently pursues the cure to completion within sixty (60) days after written notice of such breach;
- (d) by either Party after thirty (30) days written notice if there is an abandonment of the Project by the Contractor and/or through no fault of the City, no work has been performed by the Contractor for a period of twelve (12) months; or
- (e) after thirty (30) days written notice by the City if:
 - a. the Contractor does not execute a contract with the City to perform the work for the Project within one year of the Effective Date of this Agreement; or
 - b. the Agreement between the Contractor and the City is terminated prior to completion of the Project.

8.3 Refund Upon Termination. In the event the Agreement is terminated by the City pursuant to Section 8.2(c), (d), or (e) above, neither GCISD nor the Committee shall be entitled to receive any subsequent annual payments under this Agreement. Except as otherwise provided in this Article, including section 8.4 below, GCISD and the Committee shall have no obligation to refund to the City any annual amount (or portion thereof or interest accrued thereon) previously paid by the City to the Dedicated Fund.

8.4 Rights Upon Termination. Upon expiration or termination of this Agreement for any reason, the City and GCISD shall retain ownership of their respective rights and obligations as set forth herein. A full and final accounting of all funds and expenditures in the Dedicated Fund, established pursuant to Article VI of this Agreement, shall be completed and all remaining net balances and/or remaining obligations owed hereunder shall be distributed and/or allocated

accordingly within ninety (90) days of the Expiration Date or termination of this Agreement, as the case may be.

8.5 Reimbursement for Third-Party Projects. If either or both the Glade Road Project or the Highway 26 Project are not complete upon the expiration or termination of this Agreement, the City shall reimburse GCISD for any portion of the credit given in this Project for those installations that are not complete and further agrees that GCISD shall have the right to bring in a contractor of its choosing to complete installation of GCISD's Conduit System in the City's Rights-of-Way within those Projects.

IX. MISCELLANEOUS

9.1 Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

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

If to GCISD, to: Superintendent
 Grapevine-Colleyville Independent School District
 3051 Ira E Woods Ave
 Grapevine, Texas 76051

9.2 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; 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.

9.3 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement. The covenants, obligations and liabilities of the Parties shall be several and not joint or collective. Each of the Parties shall be individually responsible for its own covenants, obligations and liabilities herein. It is not the intention of the Parties to create, nor shall this Agreement be construed as creating a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to any of the Parties.

9.4 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. The Parties expressly acknowledge and agree that the construction, operation, and use of the Facility constitute a governmental function pursuant to the Texas Tort Claims Act, as amended.

9.5 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

9.6 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. In the case of any conflict between this Agreement and the Exhibits, this Agreement shall govern.

9.7 Recitals. The recitals to this Agreement are incorporated herein.

9.8 Amendment. This Agreement may only be amended by the mutual written agreement of all Parties.

9.9 Criminal Background Check. GCISD shall be responsible for any requirements in regard to criminal background checks or other requirements under the Texas Education Code for Contractor's workers on designated school property.

9.10 Questions from the Public; Public Information Act Request. The City acknowledges that it is the City's responsibility to respond to questions or concerns expressed by the City's citizens on any issues related to the Project including, but not limited to, general questions or concerns about the Project, its construction/installation schedule, and the type or quality of work being performed to carry out the terms and conditions of this Agreement. Notwithstanding the foregoing, both Parties agree to comply with Chapter 552 of the Texas Public Information Act.

9.11 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.13 Assignment. No Party may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Parties.

9.14 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

9.15 Survival of Covenants. Any of the representations, warranties, covenants, 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.

9.16 Source of Payment. Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations pursuant to this Agreement.

9.17 Purchasing. The Parties agree that each Party shall abide by any and all competitive purchasing laws applicable to the Party initiating the construction, maintenance or repair of the system. The Parties further agree that all payments shall be from the designated fund.

9.18 Force Majeure. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

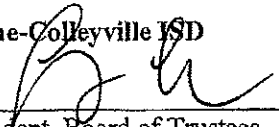
9.19 Additional Participating Parties. Additional parties or other governmental entities may become parties under the terms of this Agreement by an appropriate amendment to this Agreement approved by the governing body of each of the Party.

9.20 Insurance. The Parties shall obtain any and all insurance necessary for the Project.

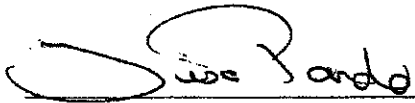
Signature page to follow

EXECUTED hereto on the date(s) shown below.

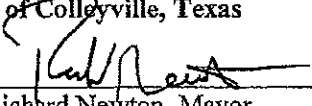
Grapevine-Colleyville ISD

By: 
President, Board of Trustees

Attest:


Secretary, Board of Trustees

City of Colleyville, Texas

By: 
Richard Newton, Mayor

Colleyville City Council

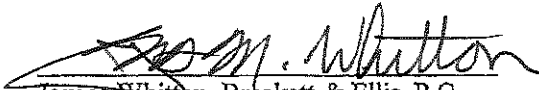
Attest:


Amy Shalley City Secretary

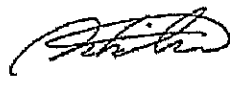
MAR 07 2017

Approved

APPROVED AS TO FORM:


James Whitt, Brackett & Ellis, P.C.

APPROVED AS TO FORM:


Whitt L. Wyatt, Nichols, Jackson, Dillard,
Hager & Smith L.L.P.
(ILA:3.1.17:3042.000.83317v4.2)

LIST OF EXHIBITS

- Exhibit A – Conduit System Map
- Exhibit B – Contractor Restoration and Specifications of the Conduit System Installation for Third Party Installed Conduit
- Exhibit C – Conduit & Fiber System Estimates

EXHIBIT A
CONDUIT SYSTEM MAP

EXHIBIT B
SPECIFICATIONS OF THE CONDUIT SYSTEM INSTALLATION
FOR THIRD-PARTY INSTALLATION

1. Depth of induct is typically 30". It may go deeper if needed and shall not be shallower than 18" if needed to avoid obstacles.
2. Place two 1 1/4" HDPE SDR 11 ducts.
3. Color of ducts shall be Black and Orange. Pipe shall be solid in color. Pipe with only tracer line showing color shall not be used.
4. NO 30's, 45's or 90's only shall be used.
5. Any change of direction will be made via Pull box or bending innerduct in sweeping radius no shallower than 36".
6. Minimum pull box size shall be 48"x36"x 24" deep.
7. Maximum distance between pull boxes shall be 1,500 feet.
8. Pull boxes shall typically sit on 9" of gravel and depending on location may have a 10" concrete apron.
9. Separate pull boxes shall be set for City and ISD. Innerduct will terminate in respective boxes.
10. When setting pole boxes/ terminating innerduct, place a 1 1/4" duct plug in the end of the pipe to prevent debris from entering before the fiber is installed. Duct tape may not be used in place of duct plugs.
11. After the fiber has been installed, place a split duct plug in each duct to prevent debris from entering.
12. Place a 3" marked tube warning of fiber optic cable route.
13. A tracer wire of a minimum of a 10 AWG solid copper clad orange shall be placed with innerduct. Wire shall be continuous without splices. Insulation shall not be damaged during installation. If this occurs it shall be replaced.
14. Typical depth of 4" duct is 24"-30". This may vary depending on obstacles.
15. A minimum of 100' of cable shall be stored in each pull box regardless of splice cans.
16. A fiber splice Can shall be placed in the pull box whenever a splice is made. This splice Can shall be sized to match the strand count of the cable.
17. A fiber splice tray shall be placed in the splice Can and shall be sized for the number of splices at that location.
18. Splices shall be made in a clean environment, typically in the splice trailer.
19. RESTORATION: The contractor shall back-fill holes and level the ground.

EXHIBIT C
CONDUIT & FIBER SYSTEM ESTIMATES

Colleyville Footage	Linear Footage	Cost per LF	Total
Total	51,930		
Colleyville Conduit + Pulling Fiber	25,723	\$13.50	\$347,260.50
Conduit + Pulling Fiber Shared with GCISD	20,754	\$6.75	\$140,089.50
Pulling Fiber Shared with GCISD in 3rd Party Conduit for Glade Road Only	5,453	\$1.25	\$6,816.25
Colleyville Fiber - 48 strands	51,930	\$0.51	\$26,484.30
		Total Estimated Project Cost	\$520,650.55
Credit for Conduit Installed by 3rd Party @ Glade & Hwy 26	18,080	\$5.50	\$99,440.00
		Net Estimated Project Cost	\$421,250.55

Based on the above calculations, the City shall make an initial payment of \$175,000 and two payments of \$123,125.28. However, as outlined in the Agreement, the Committee may adjust the amount of each payment.

EXHIBIT F
ILA BETWEEN GRAPEVINE AND GCISD REFERENCED IN GCISD AGREEMENT

EXHIBIT F

CITY OF GRAPEVINE
Approved by Council ☒ N
Date June 2, 2015
ORD/RES No. 2015-26

STATE OF TEXAS
COUNTY OF TARRANT

INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRAPEVINE AND THE GRAPEVINE- COLLEYVILLE INDEPENDENT SCHOOL DISTRICT

This Agreement is entered into the 21st day of May 2015, by and between the CITY OF GRAPEVINE, TEXAS a municipal corporation, hereafter referred to as the "City" or "Grapevine" and the GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT, an independent school district located in Tarrant County, Texas, hereafter referred to as "GCISD" or "District" and located partially within the City of Grapevine and jointly, referred to as the "Parties."

WHEREAS, GCISD and the City execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to availability of current revenues;

WHEREAS, the Parties agree that any party paying for the performance of governmental functions or services under this contract shall make those payments from current revenues available to the paying party;

WHEREAS, the City and GCISD need to have and maintain fiber optic cable in the streets of Grapevine, Texas and in many of the same locations;

WHEREAS, the City holds the rights-of-way in trust and has the legal right to occupy the rights-of-way;

WHEREAS, the City and GCISD will also need to obtain the right to occupy right-of-way not under City control.

WHEREAS, the City has the authority to lease fiber or conduit it owns to another party;

WHEREAS, it is beneficial for the City and GCISD to share common conduit system where possible;

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services;

WHEREAS, the Grapevine City Council approved this Agreement at a City Council meeting that had been posted and met the requirements of the Texas Open Meetings Act;

WHEREAS, The Grapevine-Colleyville Independent School District approved this Agreement at a Board meeting that had been posted and met the requirements of the Texas Open Meetings Act;

NOW, THEREFORE, in consideration of the premises and agreements, covenants, and promises set forth herein, it is agreed as follows:

I.
DEFINITIONS

1. "City" means City of Grapevine, Texas.
2. "Conduit" means the hard tube, which is designed to house innerduct or fiber.
3. "Conduit System" means the conduit installed and owned by the City and used by the City of Grapevine and the GCISD.
4. "Duct" means one section of multi-duct.
5. "Equipment" means the tools, machinery, and motor vehicles used to install the conduit system, including equipment such as a bore rig, trucks, back trailer, fiber pulling equipment, or other such machinery or equipment.
6. "Fiber" or "Fiber Optic" means the optics of light transmission through very fine, flexible glass rods by internal reflection.
7. "Facilities" means the conduit system, including the conduit, the fiber optic strands, innerduct, any handholes or manholes used for the conduit system, trunk lines, pull boxes or any other part of the fiber optic system.
8. "GCISD" means the Grapevine-Colleyville Independent School District.
9. "Innerduct" means the individual, flexible tube conduit through which the glass fiber strand cable is installed.
10. "Multi-duct" means the conduit system, which has been sectioned into either three or four innerducts.
11. "Parties" means the City of Grapevine and the Grapevine-Colleyville Independent School District.
12. "Project" means the installation of the fiber optic network in the City of Grapevine pursuant to the terms of this Agreement.
13. "System" means the entire system of cable, conduit, duct, fiber optic, innerduct.

14. "Pull Box" and "access Point" have the same meaning and refer to the location of the point in the ground nearest a facility being connected where the responsibilities of the "system" end and begin depending on the Party identified

II. PURPOSE

The purpose of this Agreement is to provide for the parties to plan, construct, install, maintain and use a common conduit system for fiber optic cable in the streets, and public easements of all areas of contiguous jurisdiction shared by the Parties.

Based upon certain legal considerations, such as the City's right to occupy and use the City rights-of-way, and other rights-of-way under appropriate permission to do so, the City and GCISD shall own the facilities located in the City rights-of-way and shall authorize the use of the conduit and fiber optic cable pursuant to the terms of this Agreement.

This Agreement governs the installation, maintenance, repair, and use of conduit, innerduct, fiber optic cable and related facilities located within the City and jointly owned by the City and GCISD. If the installation is expanded to other cities in the GCISD, the City will only be a contractor in other cities, if so desired by the parties to the agreements between the GCISD and the other cities. City will not own or maintain conduit, innerduct, fiber optic cable or the related facilities located outside of the city limits of the City of Grapevine.

III. TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

1. Ownership. The conduit system to be installed shall be owned as follows: the City shall have ownership of two (2) ducts and the GCISD shall have ownership of one (1) duct. The City and GCISD shall jointly own the conduit system, including the conduit, innerduct, multi-duct, fiber optic lines and other parts of the system located in the right-of-way. City ownership shall extend to and end at the first pull box located outside a GCISD building. The demarcation boundary for location services, maintenance and repair of the conduit system shall also be at the first pull box outside a GCISD building and GCISD's responsibility for these items begins at the first pull box and extends throughout the property and building for a GCISD location and properties. City ownership shall extend past the pull box and throughout the property and building for any City location and properties.

2. Conduit for Parties Use Only. GCISD and City will have access to the system for their use only. Both parties are prohibited from selling, or allowing access to the system by or for the use of a third party, nor may the system or use of the system be sold, transferred or assigned to any other party.

3. Right-of-way. The City shall provide access to City right-of-way for the installation of the conduit system at all locations where there is no conflict with existing users and there is available space. The City shall not be responsible for acquiring additional right-of-way or

easements or other property rights in order to install the conduit system. When other right-of-way is needed the City will be the primary party seeking the appropriate permission or permits.

4. City Services. The City shall provide all location service, maintenance and repair of the conduit system for the term of this Agreement. The City may enter into an agreement with a third party to provide such services, which shall be under terms solely decided and agreed upon by the City.

5. Location. The City and GCISD have provided one another with all locations at which each party wishes to have the conduit system reach. The parties have identified the best routing for the conduit system and the final agreed routing and installation map showing that route is attached as Exhibit "A." Final selection of locations for service and the most effective route shall be decided by the Committee (established pursuant to Paragraph 12 below) on an ongoing basis prior to and during construction.

6. Control of rights-of-way. The City will control the rights-of-way. The City will decide where the duct is to be located within the rights-of-way.

7. Access points. At GCISD locations, the access points will be provided at a location in the right-of-way designated by GCISD. An access point will consist of a pull box in the right-of-way near or on GCISD real property or GCISD buildings. Construction of duct or other facilities inside the structure and pulling fiber from the access point to the termination point in the building shall be the responsibility of GCISD.

At City locations, the access points will be provided at a location designated by City. An access point will consist of a pull box in the right-of-way near City buildings or real property. Construction of duct or other facilities from the pull box to the structure and inside the structure and pulling fiber from the access point to the termination point shall be the responsibility of City.

8. Installation guidelines. Installation will be in accordance with the construction contract to be agreed upon by the parties in the future. The City shall perform installation for the Project, including the main conduit trunk line containing the three (3) innerducts, the vaults on the main conduit trunk line to provide access to the innerducts, pull the fiber through the innerduct assigned to the City and into City locations. GCISD shall pull fiber through the innerduct assigned to GCISD and in its conduit from the Main Trunk Conduit Line into GCISD locations. However, City may perform this work for GCISD if the parties agree.

Equipment required for installation up to the building shall be acquired by the City. The parties shall share costs for such equipment. GCISD shall have the right to use of the equipment as long as the use would not delay installation of the system. City may perform work for GCISD with the equipment if the parties agree. Equipment for the installation, repair and maintenance in GCISD or City buildings will be the responsibility of each party.

The City will be responsible for applying for any required permits or licenses or other permission that may be required; however, if required by the permitting agency, both parties will

sign any needed application. Both parties will share equally in initial or ongoing costs for any required permits, license or other permission that may be required.

The City and GCISD shall obtain the necessary insurance for the Project.

GCISD shall be responsible for any requirements in regard to criminal background checks or other requirements under the Educational Code for workers on school property.

9. Dedicated fund. In order to commence construction, both parties must initially pay into a dedicated fund, an amount that will allow the City to place orders and begin the process. The City will maintain said fund. Each party will initially pay \$625,000 into the dedicated fund for the purposes of construction, maintenance and repair of the system within thirty days after the last party has signed the Agreement. After the first year, each party will pay annually during installation, not later than September 30 of each year, \$500,000 or an amount as determined by the Committee provided both parties agree. Based upon the needs of operating the system, the parties may agree to increase the amount paid into the dedicated fund. After installation is complete, the parties will pay, not later than September 30 of each year, \$20,000 for repair and maintenance costs, or an amount as determined by the Committee provided both parties agree. If both parties do not agree to a different amount for maintenance, the above amount shall apply. The parties must agree on a different amount no later than July 1.

Each party shall be entitled to an accounting of revenue and expenditures, but such accounting may not occur more than once a year. City agrees to provide such accounting to GCISD, on or before July 31 of each year, for the period of July 1 through June 30 of the previous year.

Each party paying for the performance of the governmental functions or services as set forth in this Agreement will make all payments from current revenues available to the paying party.

10. Purchasing. The parties agree that each party shall abide by any and all competitive purchasing laws applicable to the party instigating the construction, maintenance or repair of the system. The parties further agree that all payments shall be from the designated fund.

11. System priorities. The City provided maintenance shall include responding, on an emergency basis, to all fiber optic, conduit and cable system trouble calls and performing any needed repairs due to damage and providing cable locates as needed. The parties agree that the safety and well-being of the City's citizens and visitors being the first consideration, the City provided maintenance and repair will be performed based on the following priority schedule: (i) the part of the system serving public safety; (ii) the part of the system used for other City services; (iii) GCISD's system provided, however, that during any emergency situation involving a GCISD campus or other building or during time periods when GCISD students are taking state-mandated tests, GCISD's system will be given the same priority as the system serving public safety.

12. Committee. The Parties agree that staff will be assigned to a Committee to address various issues, including construction, scheduling, maintenance, location, cost adjustments and disputes that may arise in the shared use of the System or other duties as needed. The City Manager or Superintendent shall assign staff members to the committee. It is anticipated that the Committee will meet twice a month during the construction phase of this Agreement and when necessary thereafter, and the Committee members from each party will provide their party's staff with Minutes and updates from Committee meetings.

13. Maintenance and Repair - Costs and Scheduling.

The City shall be responsible for the maintenance and repair of City fiber and innerduct pipe maintenance. GCISD shall be responsible for GCISD fiber. These maintenance and repair obligations apply regardless of whether the fiber is in right-of-way, either party's buildings or real property, or any other location.

Cost: If fiber in the right-of-way is damaged, the parties agree to seek compensation from any and all third parties responsible for the damage. If there is no responsible third party, or the responsible third party cannot be found or is unable to pay for the damages, the City and GCISD agree that the City shall perform the repairs. The City and GCISD agree that each party shall pay their own material cost and for joint costs, the parties will pay proportionately based upon the fiber strands each party has in the system (for example, if the City has 288 fiber strands and GCISD has 96 fiber strands, the City would pay 75% and GCISD would pay 25% of the shared costs).

Scheduling: The City agrees that all maintenance and repair work on the system (other than emergency repairs) will be scheduled outside the time periods GCISD students are taking state-mandated tests, and that GCISD will be given at least two weeks' notice prior to any scheduled maintenance and repair work.

14. Decisions by Committee. In all cases where the Committee is to make a decision under this Agreement, the decision may be made in one of the following ways:

- (a) A majority of the Committee members for each party shall constitute a vote on behalf of the party they represent; or
- (b) Each party shall designate a voting member for that party.

The method to be used shall be decided by each party or shall be designated by the District Superintendent or City Manager.

During meetings in which decisions are made under this Agreement, Minutes shall be kept to record the method of voting and the vote of each party.

IV

NO ORAL AGREEMENT & ENTIRE AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any oral or written commitment not contained in this Agreement or expressly

referred to in this Agreement and incorporated by reference shall have no force or effect. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

V. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VI ASSIGNMENT

This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

VII NOTICE

Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Grapevine, to: Bruno Rumbelow, City Manager
 City of Grapevine
 200 South Main Street
 Grapevine, Texas 76051

If to GCISD, to: Grapevine-Colleyville Independent School District
 Superintendent
 3051 Ira E Woods Ave
 Grapevine, Texas 76051

VIII AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. Venue shall be exclusively in Tarrant County, Texas.

The Parties further agree that the parties will attempt to resolve disputes in the following manner: (i) first the parties will meet in the Committee, as set out in Article III, section 12 above; (ii) if no

resolution is achieved by the Committee, the dispute will be heard by the District Superintendent or designee and the City Manager or designee jointly; (iii) if no resolution is achieved after the dispute is heard by the Superintendent or designee and the City Manager or designee, then the dispute will be heard by a mediator; (iv) if no resolution is achieved after meeting with a mediator, then the dispute will be resolved in the appropriate Court. Provided, however, that if needed, due to the statute of limitations or some other requirement, a Party may proceed directly to Court, if this process would unduly delay. The parties shall agree on the mediator to be used and each party agrees to share the cost for the mediator's services. Each party is responsible for their expenses related to their own representation.

IX CONSIDERATION

This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

X. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

XI. AUTHORITY TO EXECUTE

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

XII SAVINGS/SEVERABILITY

In case 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 provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XIII REPRESENTATIONS

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

XIV TERM & TERMINATION

The Term of the Agreement shall be for Ten (10) years. The parties may agree to annual renewals of this Agreement.

Either Party to this Agreement may withdraw at any time after the completed construction and installation of the common conduit system for fiber optic cable in the street but only after providing the other party not less than ninety (90) days' notice in writing of withdrawal. This Agreement may be terminated at any time by mutual consent of the Parties. Upon termination of this Agreement, the City and GCISD shall retain ownership of the designated rights as set forth above. A full and final accounting of all funds and expenditures in the Dedicated Fund, established pursuant to Paragraph 9, shall be completed by City and distributed to the parties within ninety (90) days of the last day of this Agreement.

City and GCISD hereby acknowledge and agree that they are each governmental entities, subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. They further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.

XV SOVEREIGN IMMUNITY

The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement

XVI
MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED hereto on the day and year shown above.

Grapevine-Colleyville ISD

By: Karen Deakin
President, Board of Trustees

City of Grapevine, Texas

By: Bruno Rumbelow
Bruno Rumbelow, City Manager

Attest:

Becky Spohn
Secretary, Board of Trustees

Attest:

Jodi Brown
Jodi Brown City Secretary
Tara Brooks

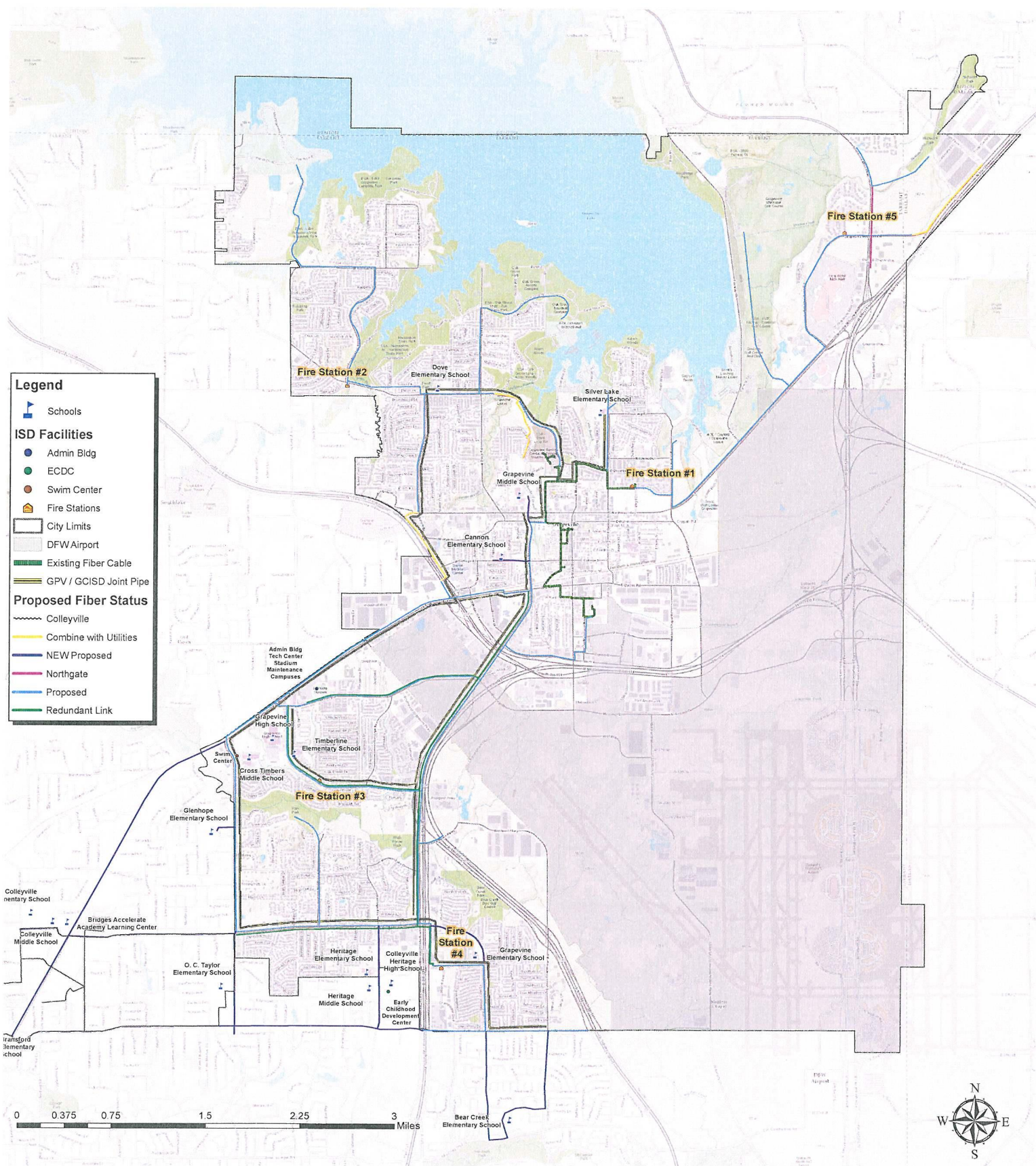
APPROVED AS TO FORM:

James Whitton
James Whitton, Brackett & Ellis, P.C.

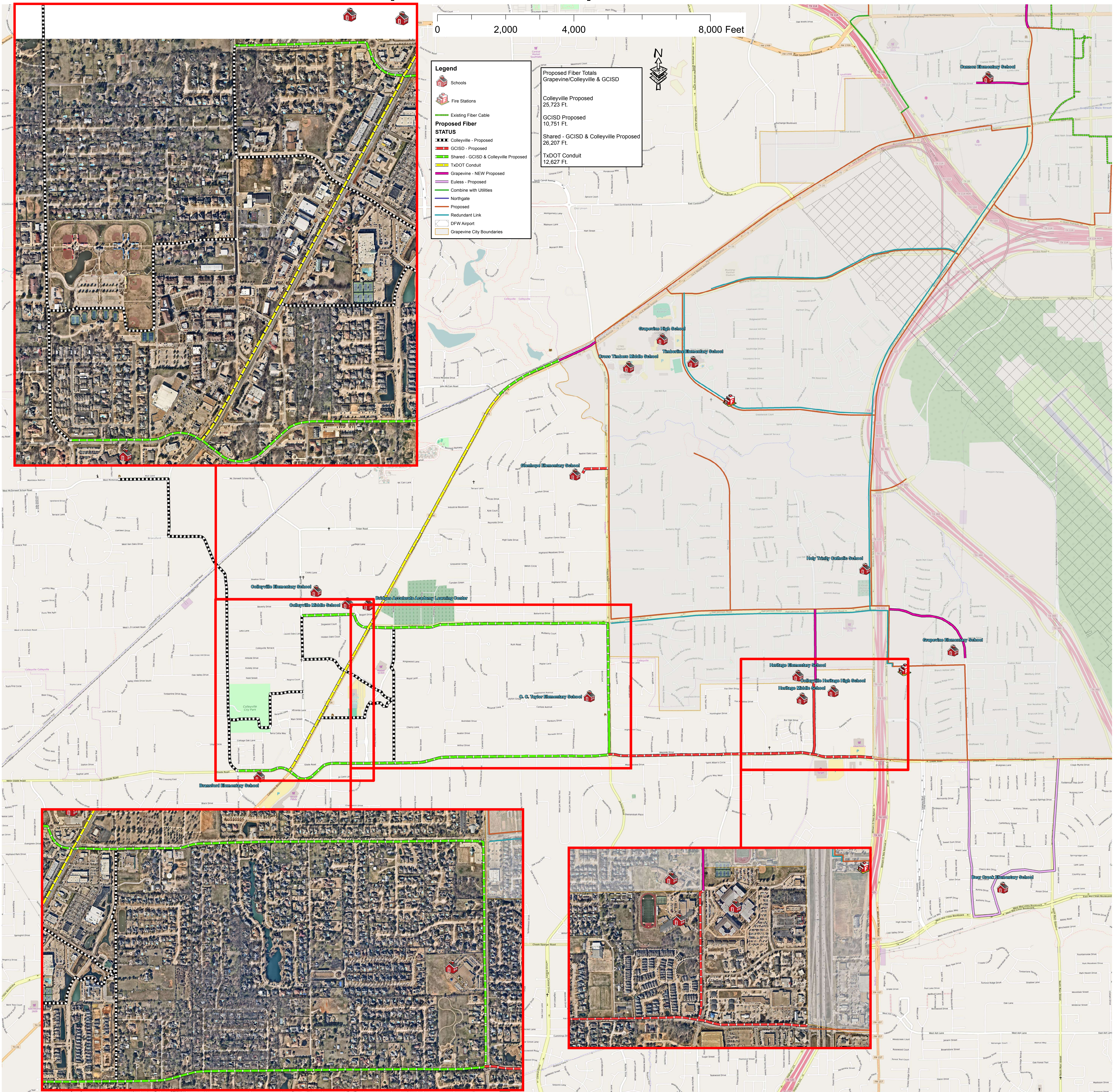
APPROVED AS TO FORM:

John Boyle
Cathy Cunningham, Boyle & Lowry, L.L.P.
John Boyle

Exhibit A Proposed Fiber - 5/5/15



Proposed Fiber - Grapevine & GCISD





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 04/17/2018

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

Second Reading and Public Hearing

There were two speakers in support of this item at the April 3, 2018 City Council Meeting.

At the first reading, discussion was had regarding a limitation to the hours of operation for the sale of alcohol. Language was added to the ordinance for review by the City Council.

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

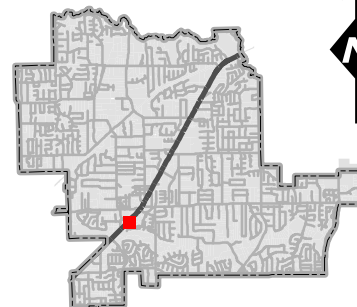
Aerial Map



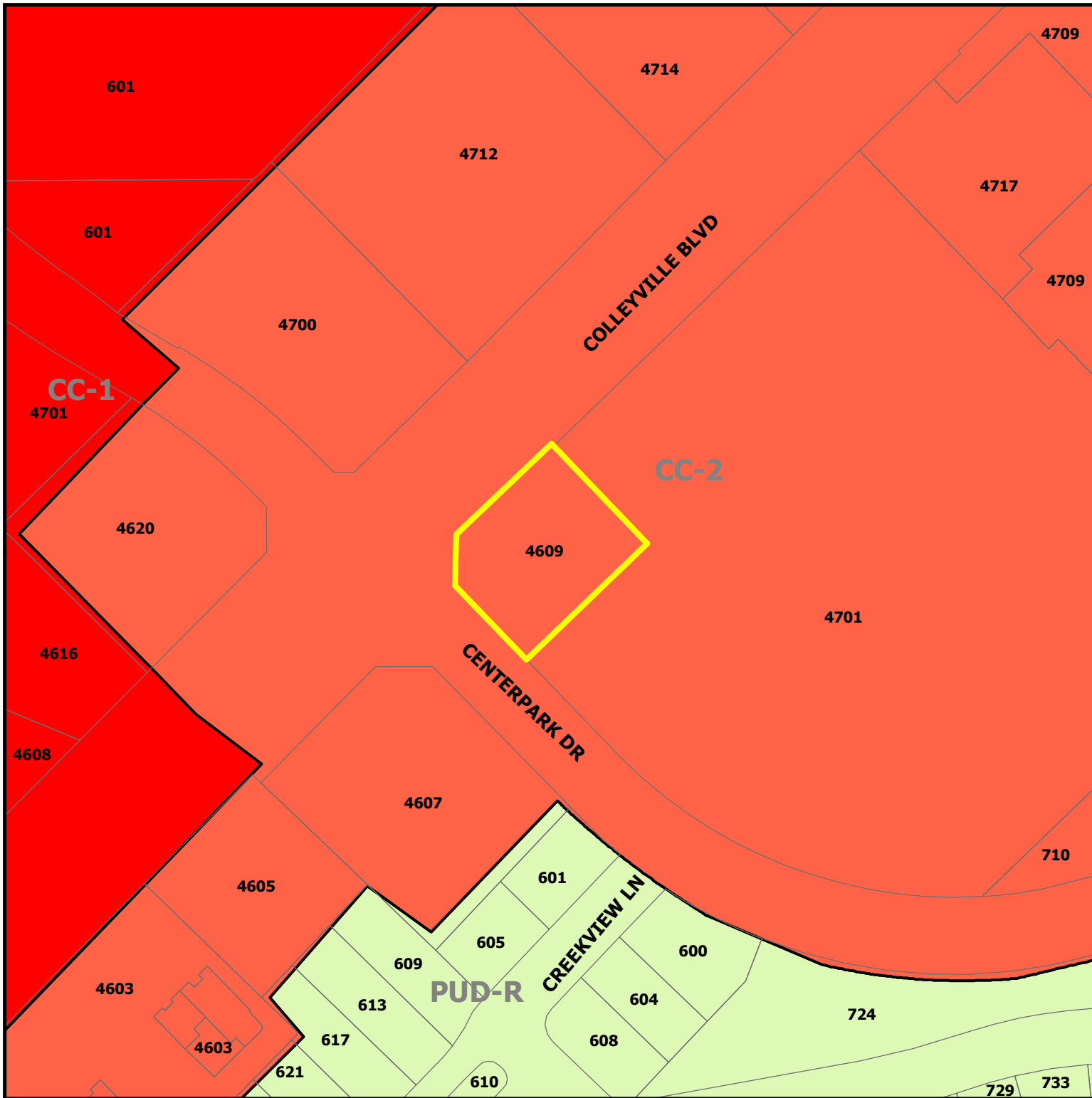
ZC18-003
4609 Colleyville Blvd

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 Subject Property



Zoning Map



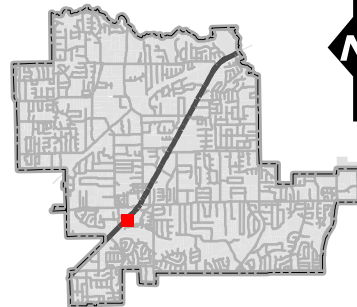
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4609 Colleyville Blvd

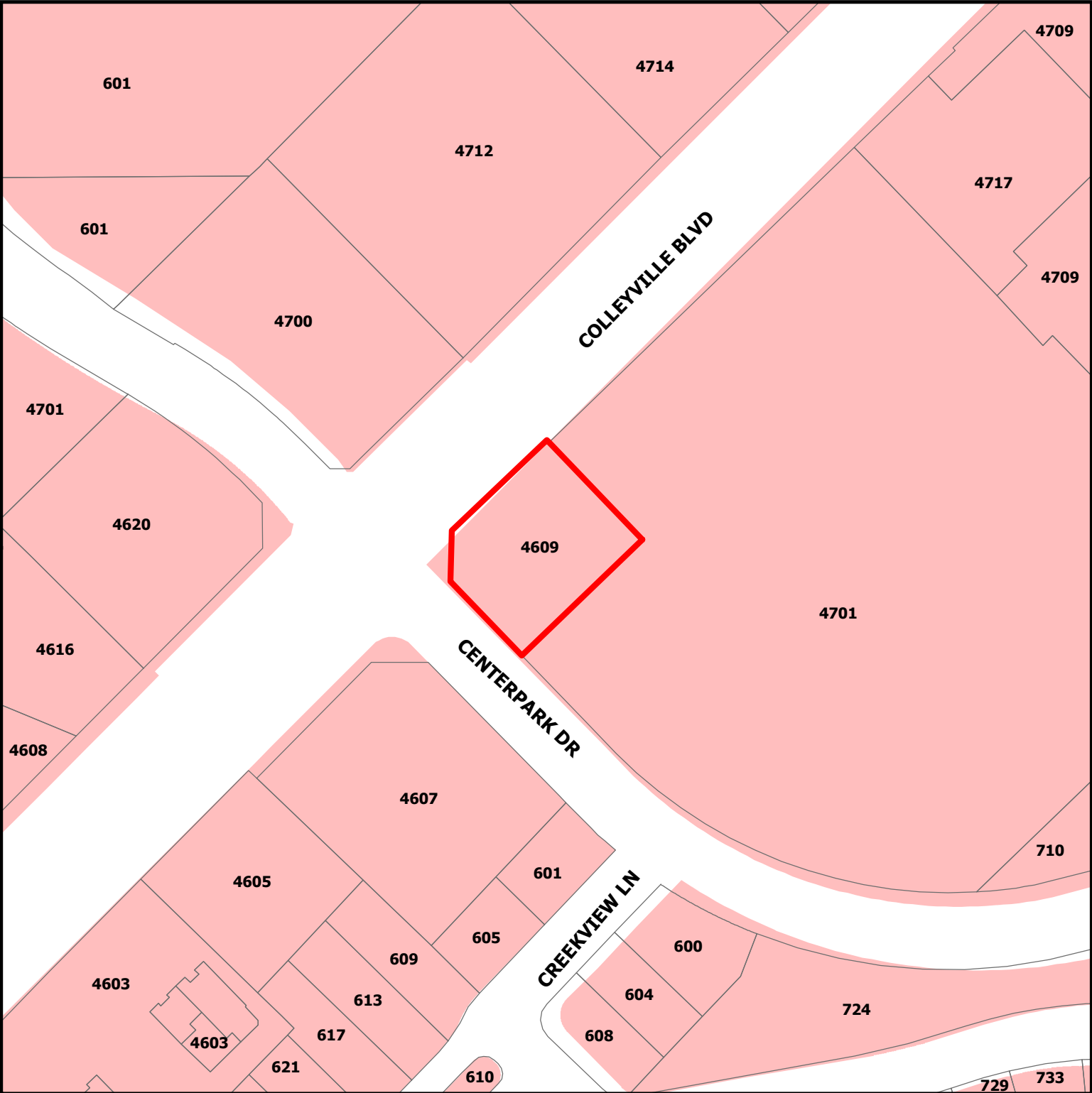
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Subject Property



Future Land Use Map



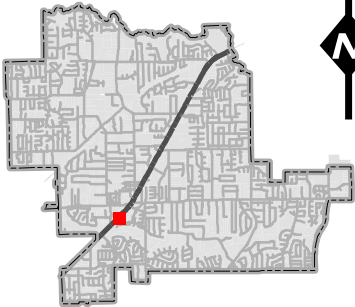
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4609 Colleyville Blvd



Subject Property

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Statement of Planning Objectives

GARDERE

attorneys and counselors ■ www.gardere.com

Marcus Schwartz
Direct Number (512) 542-7012
Facsimile (512) 542-7212
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.

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

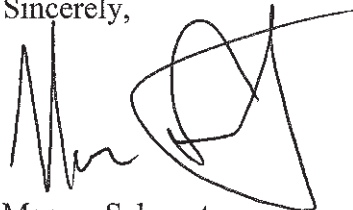
Estimated ad valorem taxes per year (city rate of .33834) - \$1,000.00 PPT + \$3,000.00 real estate taxes

*

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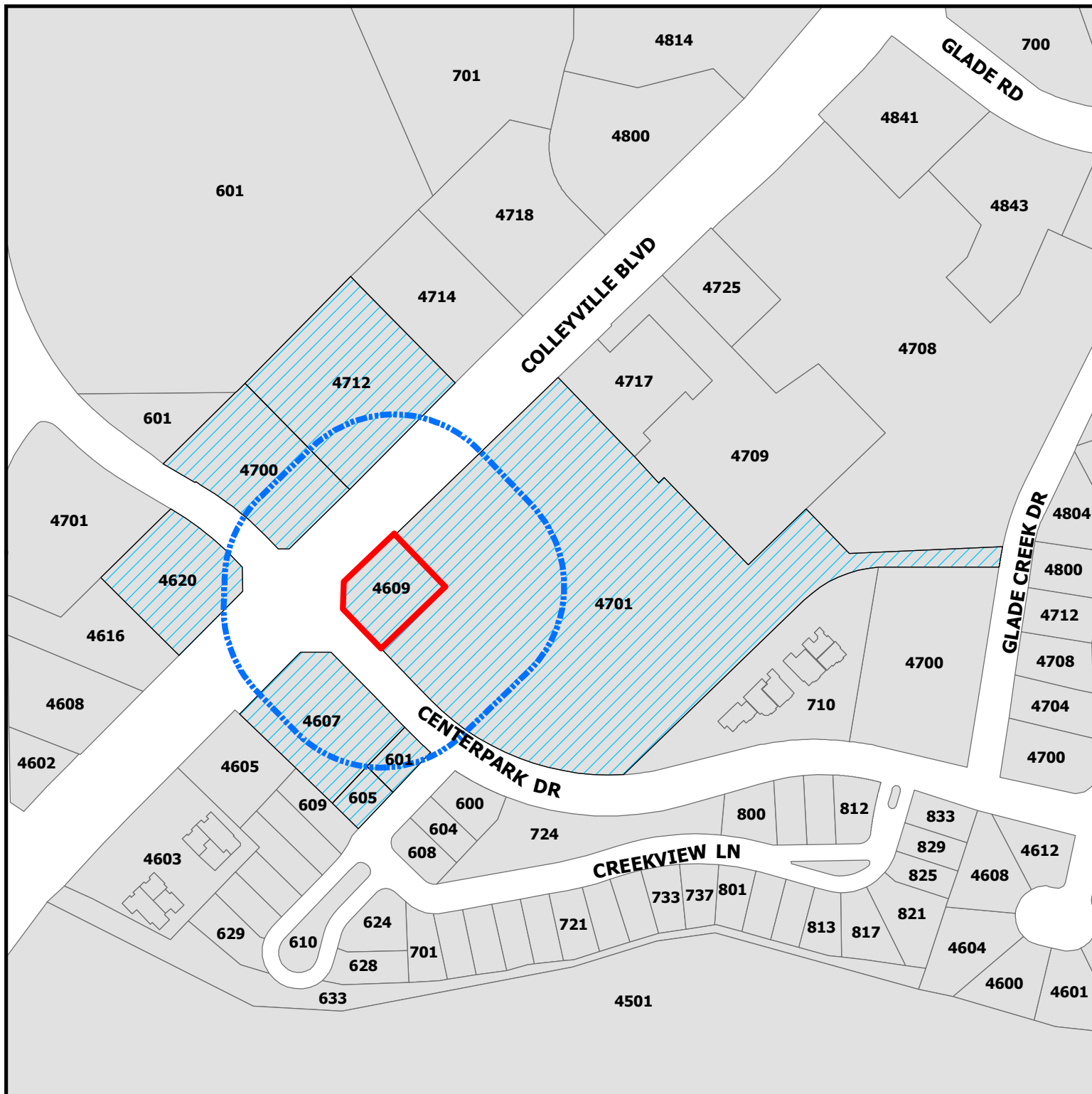
*

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcus Schwartz', with a large, stylized flourish at the end.

Marcus Schwartz

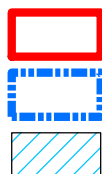
Notification Map



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ZC18-003

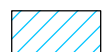
4609 Colleyville Blvd



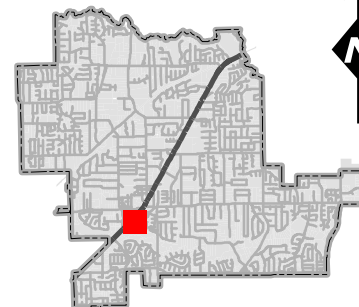
Subject Property



200ft Buffer



Properties within 200ft



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.
3rd 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

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 sale of alcoholic beverages for on-premise consumption shall be between the hours of 10:45 A.M. and 10 P.M. Sunday through Thursday and between 10:45 A.M. and 11 P.M. on Friday and Saturday.
- c. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "Chipotle Restaurant".

d. 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.

e. 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 3rd day of April 2018.

The second reading and public hearing being conducted on the 17th 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:

Whit Wyatt
City Attorney

Exhibit "A" – Zoning Map

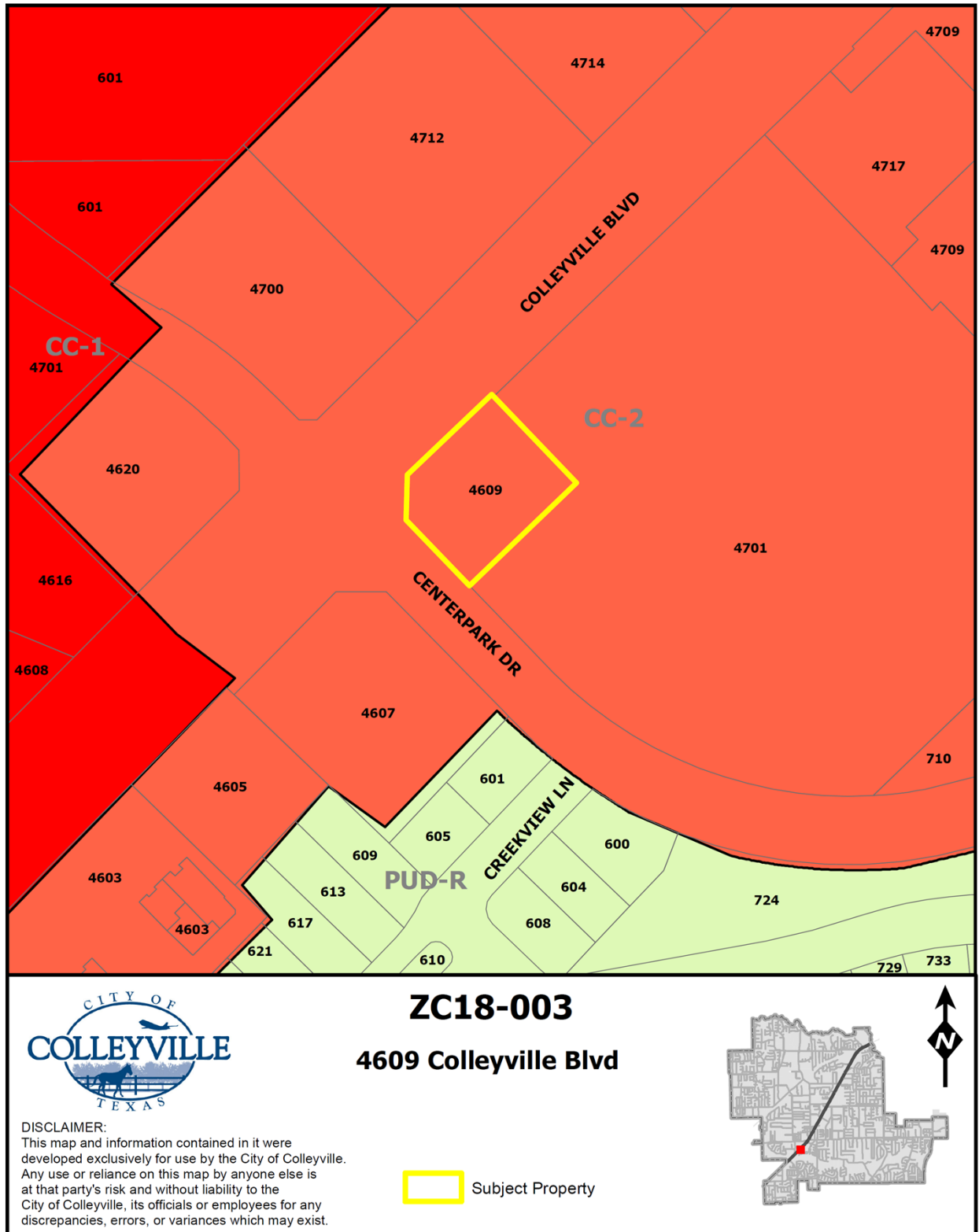


Exhibit "B" – Aerial Map

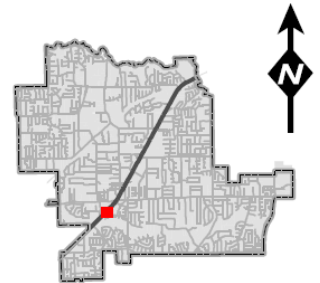


ZC18-003

4609 Colleyville Blvd

DISCLAIMER:
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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 5b

Agenda Date 04/17/2018

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

Second Reading and Public Hearing

The City Council asked the applicant for additional information on the following: the proposed grading of the site; additional detail on the drainage of the area; proposed HOA standards; and, justification for the tree preservation for the site. Additionally, the City Council asked that open space be provided along Glade Road to at least match the amount of open space on the other side of the street. At this time, no additional information has been provided.

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.

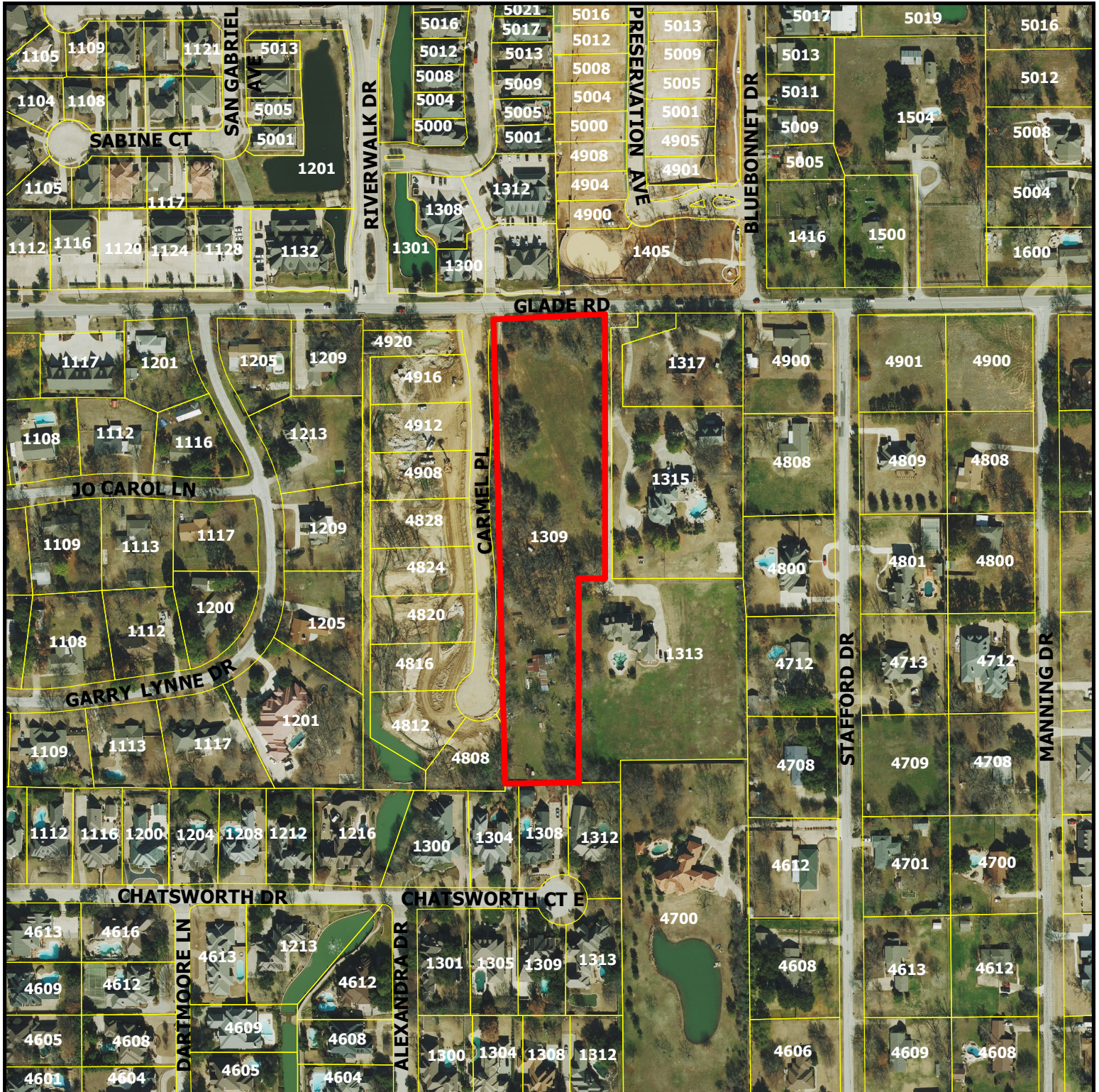
Recommendation

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. Ordinance O-08-1659
8. Notification Map
9. Notification List
10. Property Owner Notification
11. Ordinance O-18-2039

Aerial Map

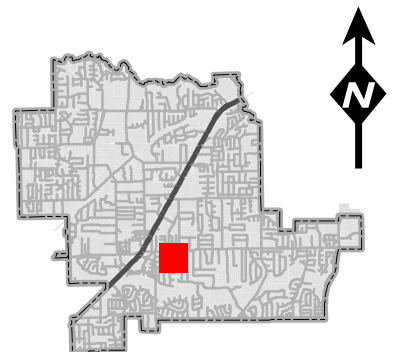


ZC18-006

1309 Glade Road

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 Subject Property



Zoning Map

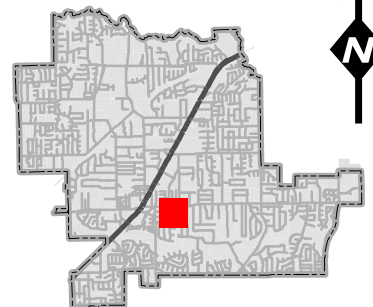


ZC18-006

1309 Glade Road

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 Subject Property



Future Land Use Map

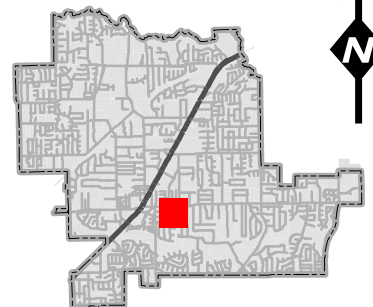


ZC18-006

1309 Glade Road



Subject Property



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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.

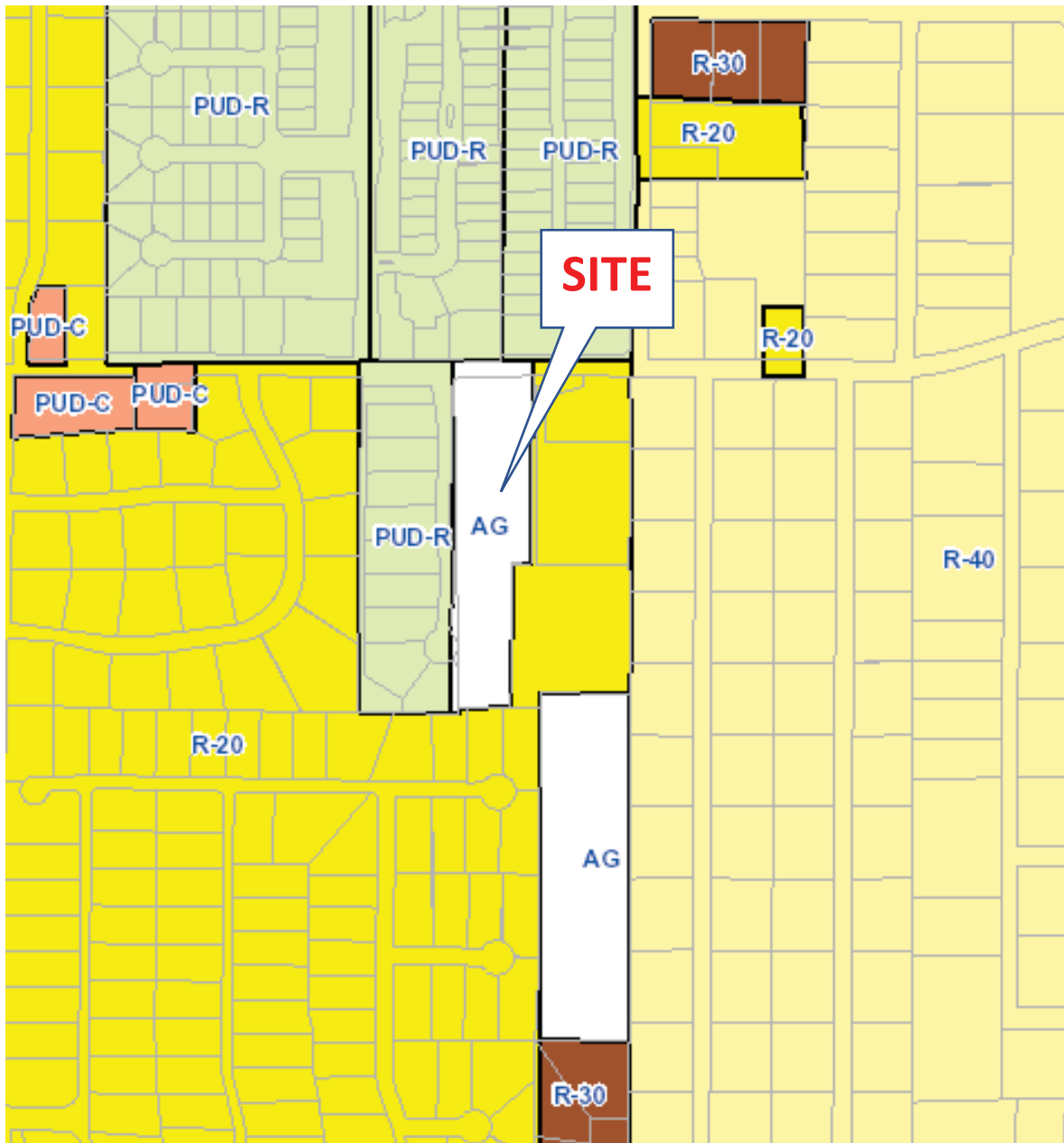
Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not, affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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;

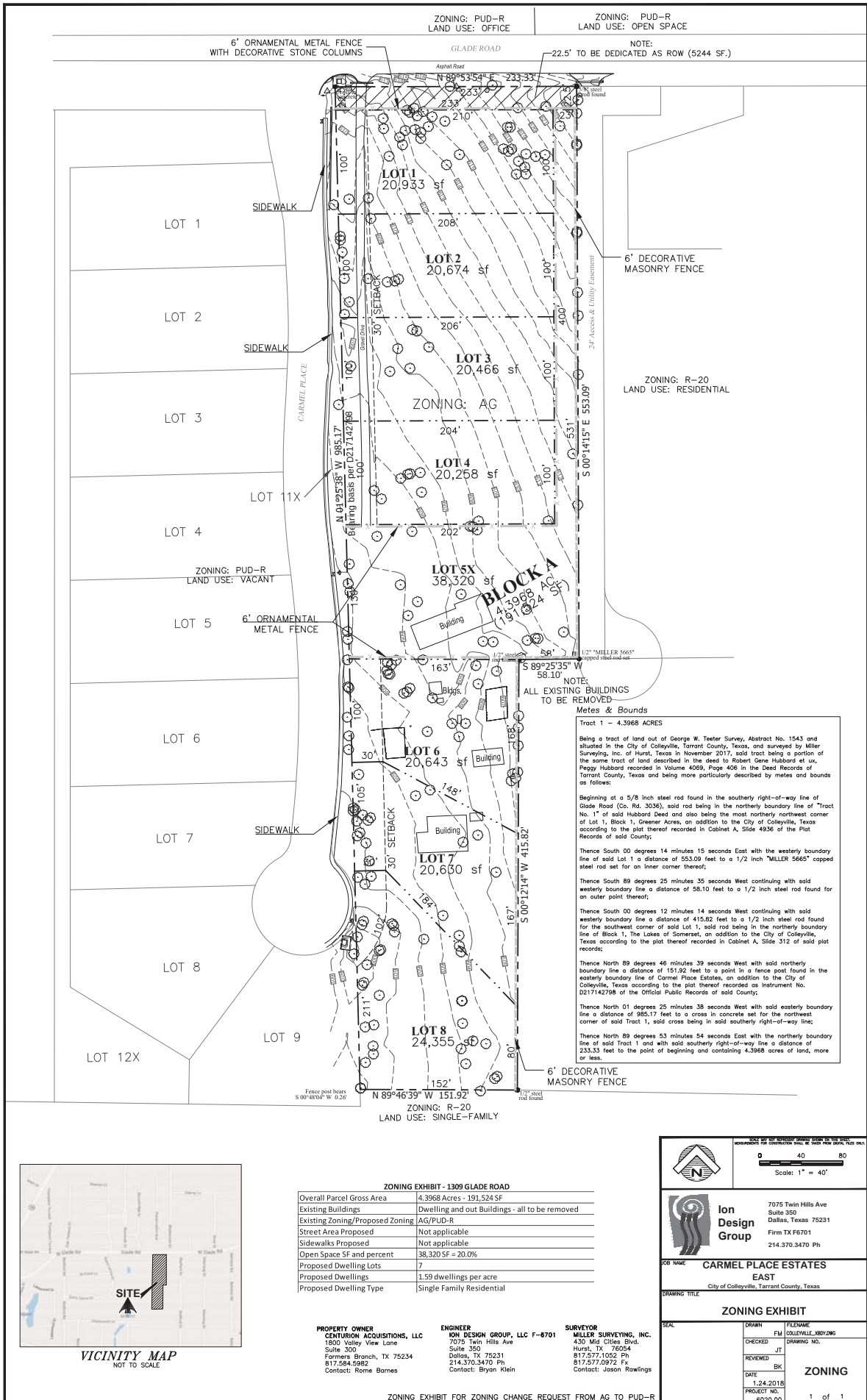
Thence South 00 degrees 12 minutes 14 seconds West continuing with said westerly boundary line a distance of 415.82 feet to a 1/2 inch steel rod found for the southwest corner of said Lot 1, said rod being in the northerly boundary line of Block 1, The Lakes of Somerset, an addition to the City of Colleyville, 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



[illegible]

Signed this 25 day of June 2014.

Samuel Howard

DRAWN	DESIGNED	TLH	SCALE	1"=80'	PROJECT NO.	SHEET
	CHECKED	TLH				

THE PROPOSED DETENTION PONDS SHALL BE SIZED SUCH THAT THE AMOUNT OF RUNOFF LEAVING THE PROPOSED BROOKS CROSSING ADDITION AFTER DEVELOPMENT SHALL NOT EXCEED THE AMOUNT OF RUNOFF PRIOR TO DEVELOPMENT.

ORDINANCE O-08-1659

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 6.4 ACRES OUT OF THE GEORGE W. TEETER SURVEY LOCATED AT 1301 GLADE ROAD, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE PUDR-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. Z-08-002; 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.

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 located at 1301 Glade Road, from the AG-Agricultural zoning district to the PUDR-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 PUDR is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 1.4 dwelling units per acre.
- 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 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 PUDR.

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. Building line setbacks established by Exhibit "C", shall control where such building line setback is different from the following requirements.

- | | |
|------------------------|---|
| a. Minimum Lot Size | 20,000 square feet. |
| b. Minimum Lot Width | 100 feet, except for cul-de-sac lots which shall be a minimum 83 feet wide. |
| 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 14.97% 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.
- c. Landscaping and tree preservation along Glade Road shall conform to the specifications and depictions shown on the attached Exhibit "D" labeled Entry Landscape Plan.

6. SCREENING

- a. All lots backing to open space areas shall contain fencing that consists of decorative metal and/or masonry.
- b. A six (6) foot wrought-iron fence shall be constructed along the entire western property line of the development and shall be maintained by the homeowner's association.

7. SIDEWALKS AND PATHWAYS

- a. Sidewalks shall be required along both sides of the new street and along Glade Road.

8. 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.
- c. Garage Standard – Minimum of a three car garage with wood, architecturally enhanced doors.
- 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.

9. OTHER

- a. All homes constructed in the development shall be installed with a fire suppression sprinkler system approved by the Fire Marshal.
- b. The street serving this development shall contain a minimum of 40 feet of right-of-way width and a minimum of 31 feet of pavement width, measured from curb-back to curb-back.
- c. Upon platting, a minimum five-foot sidewalk and utility easement shall be located along both sides of the new street serving the development.
- d. 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.
- e. Within 60 days of the certificate of occupancy being issued, all lots must be fully irrigated.
- f. A sign identifying the development shall be built at the southwest corner of the entry to the subdivision as shown on the attached Exhibit "D" labeled Entry Landscape Plan. The sign shall meet the requirements of the Land Development Code and shall not be located within any street right-of-way.
- g. A masonry, or stone, retaining wall shall be constructed, and, where applicable, replace any existing retaining wall structure or material along the creek prior to the acceptance of final public improvements by the Engineering department. The wall shall be approved by, and meet the specifications of, the Engineering department and shall be maintained by the homeowner's association.

- 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 5th day of February 2008.

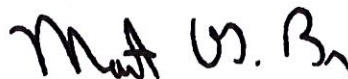
The second reading and public hearing being conducted on the 19th day of February 2008.

ATTEST:

Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

This is a detailed plat map of a portion of the City of Alexandria, Virginia. The map shows a grid of property lots, each identified by a unique number. The lots are arranged in a rectangular pattern, with some larger lots and some smaller ones. The map includes several streets, including Chatsworth, Westbury, and Chatsworth. The map also shows the locations of several streets, including Chatsworth, Westbury, and Chatsworth. The map is titled "PLAT MAP" and "CITY OF ALEXANDRIA, VIRGINIA".

The map shows a grid of property lots, each identified by a unique number. The lots are arranged in a rectangular pattern, with some larger lots and some smaller ones. The map includes several streets, including Chatsworth, Westbury, and Chatsworth. The map also shows the locations of several streets, including Chatsworth, Westbury, and Chatsworth. The map is titled "PLAT MAP" and "CITY OF ALEXANDRIA, VIRGINIA".

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EXHIBIT "B"-Legal Description

Carmel Place Estates
Colleyville, Texas

FIELD NOTES

to that certain tract situated in the George W. Teeter Survey, Abstract Number 1543, in the City of Colleyville, Tarrant County, Texas, and being the same tract, described in the deed to Clifton R. Duke and wife, Candace J. Duke recorded in Volume 6318, Page 328 of the Deed Records of Tarrant County, Texas; the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Sunrise Terrace Section One according to the plat recorded in Volume 388-31, Page 66 of the Plat Records of Tarrant County, Texas, from which a found 1/2 inch rebar bears North 12 Degrees East a distance of 0.34 feet;

THENCE North 89 Degrees 48 Minutes 17 Seconds East, with the north line of the tract described in the deed to Clifton R. Duke and wife, Candace J. Duke recorded in Volume 6318, Page 328 of the Deed Records of Tarrant County, Texas (said tract hereinafter referred to as the "Duke tract") a distance of 272.06 feet to a 1/2 inch rebar found at the northeast corner thereof and the northwest corner of the tract described in the deed to Robert Gene Hubbard recorded in Volume 5804, Page 444 of the said Deed Records;

THENCE South 01 Degree 37 Minutes 46 Seconds East, with the east line of the said Duke tract and the west line of the said Hubbard tract described in the deed recorded in Volume 5804, Page 444 and the west line of another tract to said Robert Gene Hubbard this one recorded in Volume 5804, Page 446 of the said Deed Records a total distance of 969.16 feet to a 5/8 inch rebar found at a salient corner in the north line of Block 1 of The Lakes of Somerset recorded in Cabinet A, Slide 312 of the said Plat Records;

THENCE South 00 Degrees 06 Minutes 01 Second West, with the north line of said Block 1 a distance of 15.97 feet to a 1/2 inch rebar found at a reentrant corner of said north line;

THENCE North 89 Degrees 37 Minutes 43 Seconds West, continuing with the north line of Block 1 a distance of 26.39 feet to a bend in said north line, from which a 5/8 inch rebar found bears North 36 Degrees West a distance of 0.38 feet;

THENCE North 89 Degrees 20 Minutes 40 Seconds West, continuing with the north line of Block 1 a distance of 270.19 feet to a 2 inch iron pipe (said pipe was removed by others and set in another location and shown herein) found at the southeast corner of Sunrise Terrace Section Two recorded in Volume 388-38, Page 91 of the said Plat Records and the southwest corner of the Duke tract;

THENCE North 00 Degrees 10 Minutes 37 Seconds West, with the west line of the Duke tract and the east line of said Sunrise Terrace Sections One & Two a distance of 980.56 feet returning to the PLACE OF BEGINNING and enclosing 6.419 acres.

EXHIBIT "C"- Conceptual Site Plan

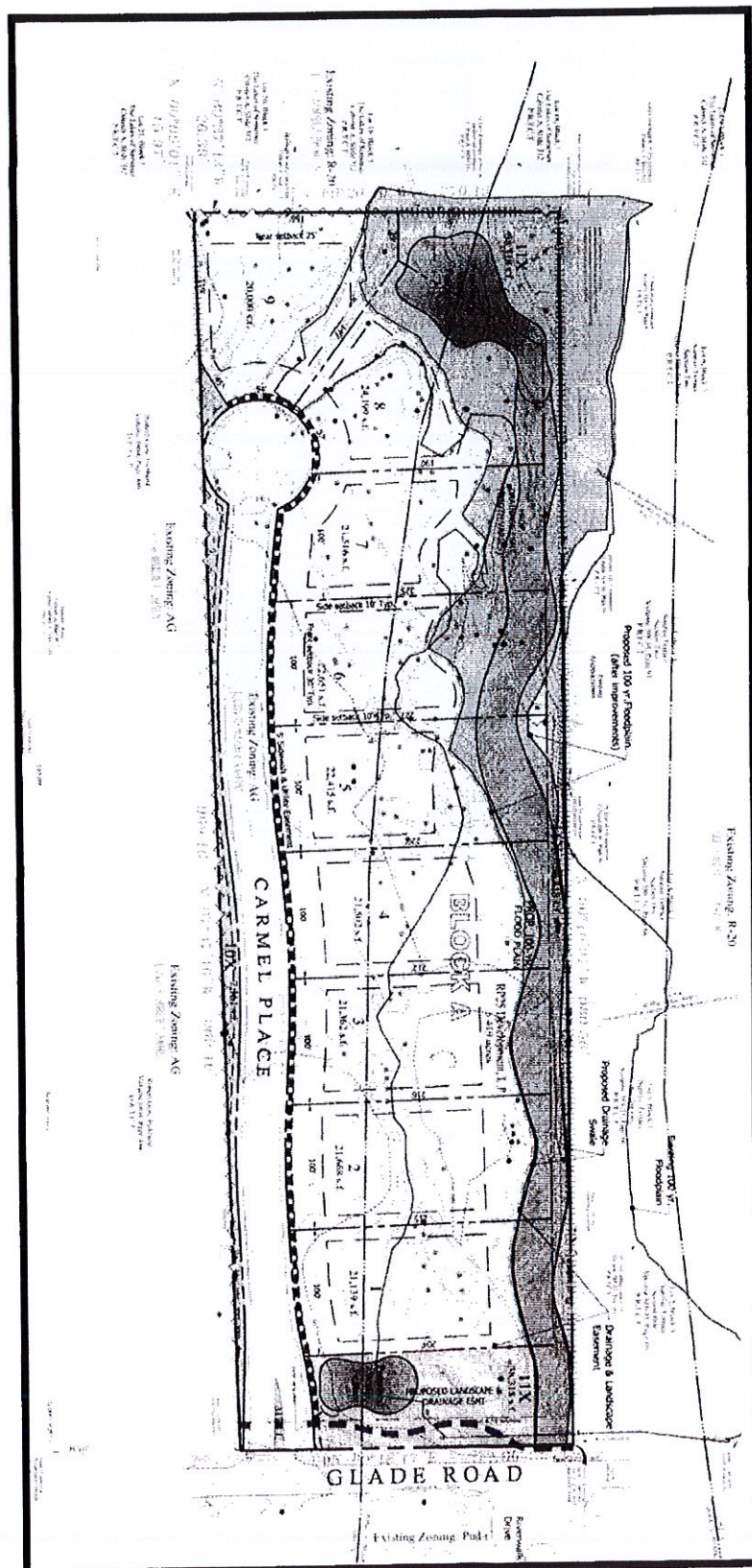
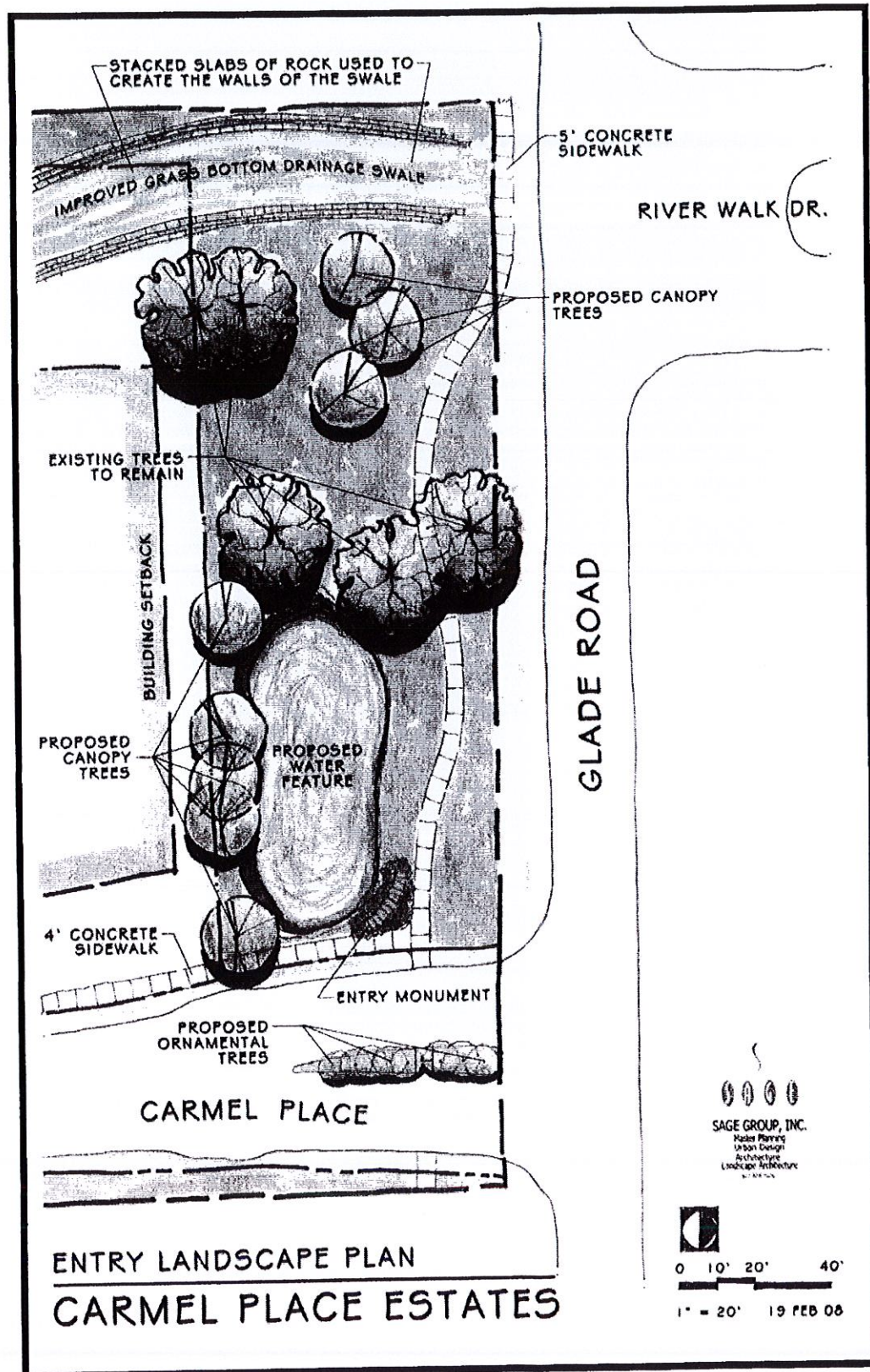
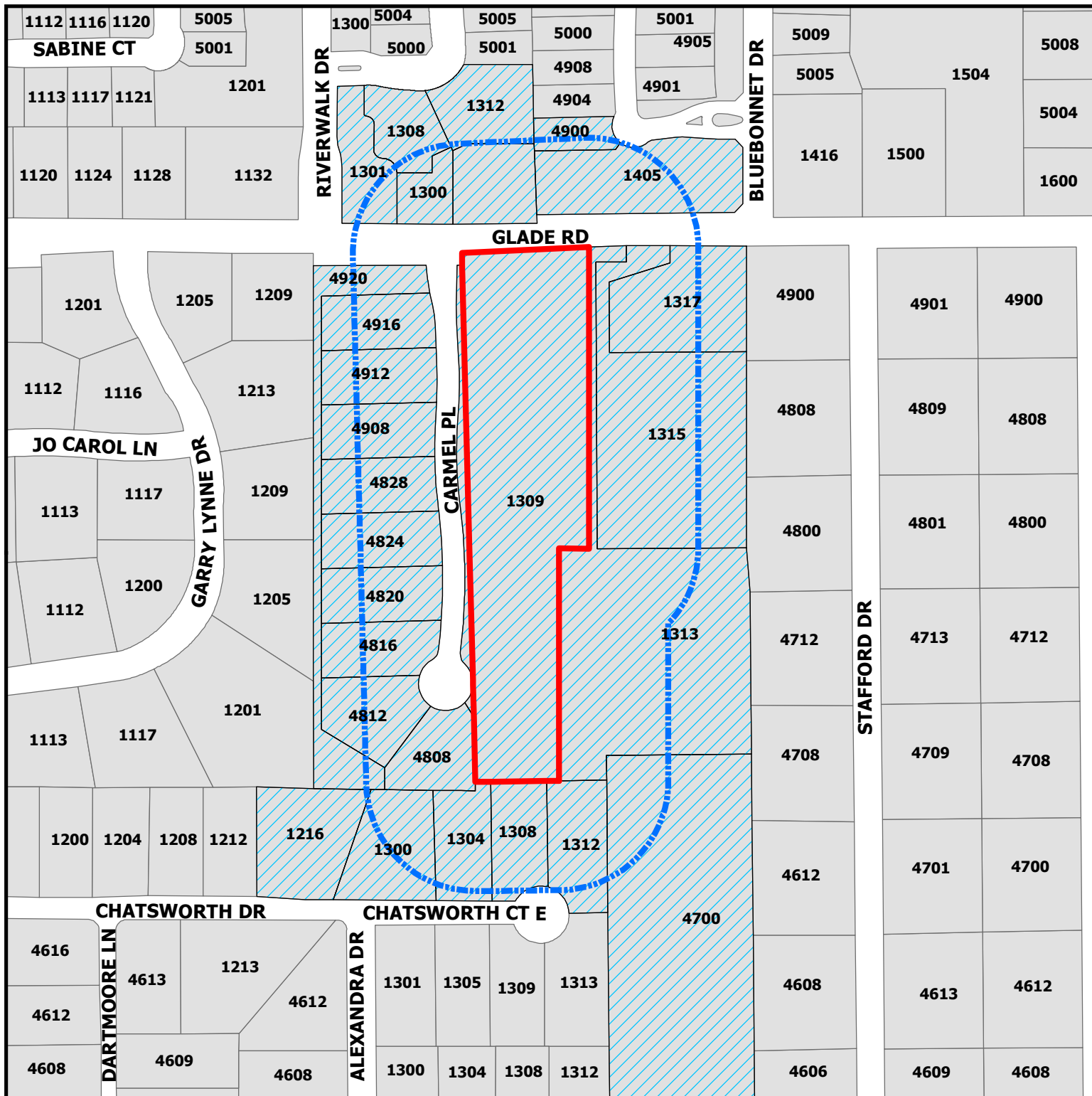


EXHIBIT "D"- Entry Landscape Plan



Notification Map



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.
3rd 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

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 & 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 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, 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. Minimum Lot Depth | 125 feet. |
| d. Front Building Line | 30 feet. |
| e. Side Building Line | 10 feet. |
| f. 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 10:12 pitch except for roof coverings other than composition shingles which may have a pitch less than 10:12 but 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 3rd day of April 2018.

The second reading and public hearing being conducted on the 17th day of April 2018.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, 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	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

The map displays a residential neighborhood with the following details:

- Streets:** SABINE CT, SAN GABRIEL AVE, RIVERWALK DR, GLADE RD, CARMEL PL, JO CAROL LN, GARRY LYNNE DR, CHATSWORTH DR, CHATSWORTH CT E, DARTMOORE LN, ALEXANDRA DR, BLUEBONNET DR, STAFFORD DR, MANNING DR.
- Zoning Designations:** PUD-R (green), R-20 (yellow), AG (white).
- Highlighted Area:** A red outline surrounds lot 1309 (AG) and its adjacent lots 1317, 1315, and 1313 (all yellow).
- Lot Numbers:** Various lot numbers are shown, including 1105, 1109, 1121, 5013, 5005, 5001, 1201, 1112, 1116, 1120, 1124, 1128, 1132, 1301, 1300, 1308, 1312, 1405, 5016, 5017, 5012, 5008, 5004, 5000, 5021, 5013, 5009, 5005, 5001, 5016, 5013, 5012, 5008, 5004, 5000, 5009, 5005, 5001, 4908, 4904, 4900, 5013, 5009, 5005, 5001, 4905, 4901, 5017, 5019, 5016, 5013, 5011, 5009, 5005, 1504, 1416, 1500, 1600, 1117, 1201, 1205, 1209, 1108, 1112, 1116, 1213, 1209, 1109, 1113, 1117, 1200, 1108, 1112, 1205, 1201, 1109, 1113, 1117, 1201, 1112, 1116, 1200, 1204, 1208, 1212, 1216, 1300, 1304, 1308, 1312, 4920, 4916, 4912, 4908, 4828, 4824, 4820, 4816, 4812, 4808, 1317, 1315, 1313, 4900, 4808, 4800, 4712, 4708, 4612, 4608, 4606, 4901, 4809, 4801, 4713, 4709, 4701, 4613, 4609, 4900, 4808, 4800, 4712, 4708, 4700, 4612, 4608.

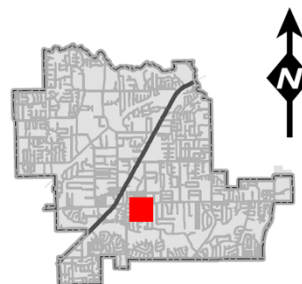


1309 Glade Road

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.

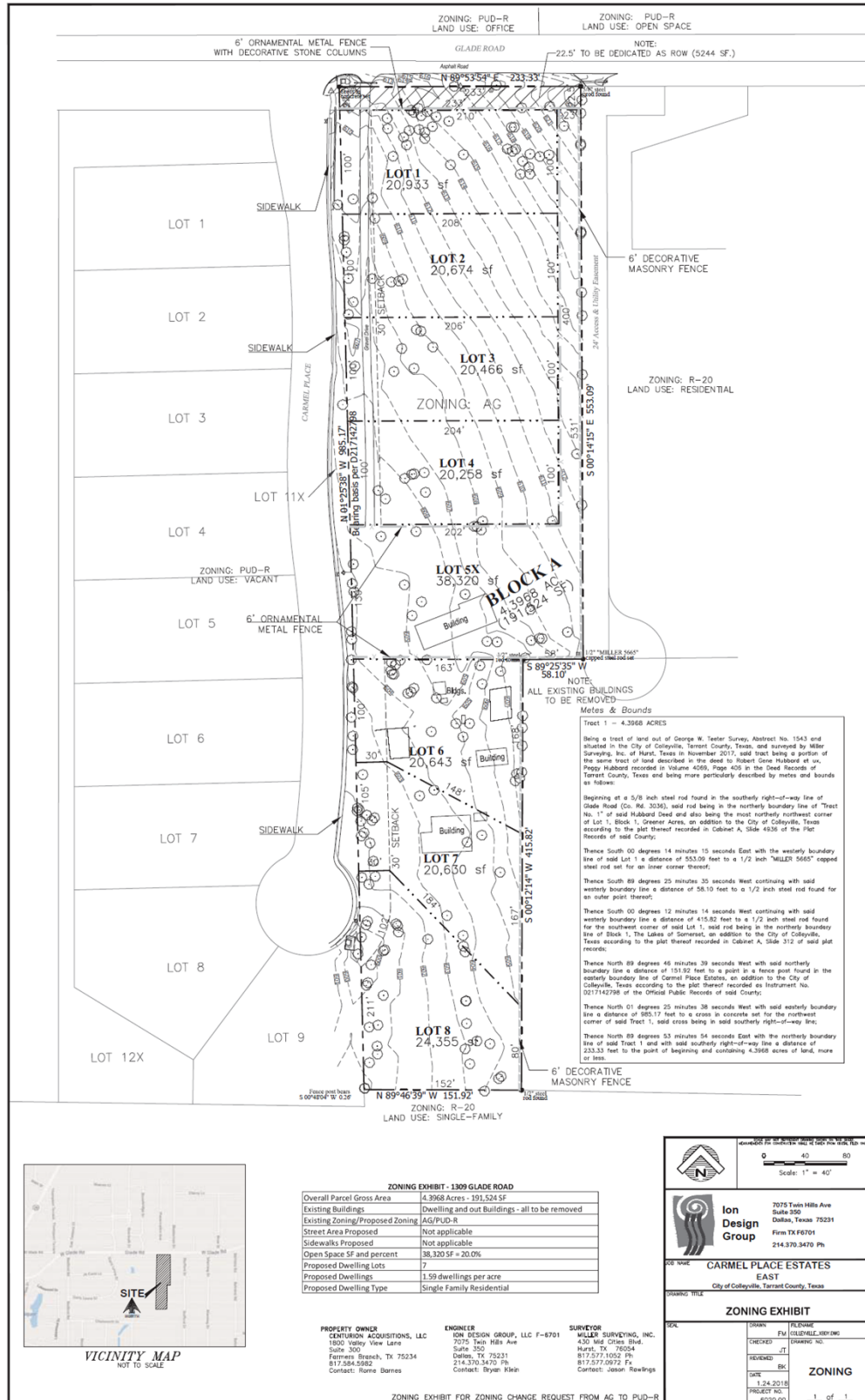
DRAINAGE ANALYSIS

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.

Exhibit "C" – Conceptual Zoning Exhibit





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c

Agenda Date 04/17/2018

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

Second Reading and Public Hearing

At the first reading, a concern was raised regarding the use of composite shingles on a lesser pitched roof. In order to alleviate this concern, language has been added to the ordinance that would only allow for roof coverings other than composite shingles on a roof pitch less than the 10:12 allowed currently.

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

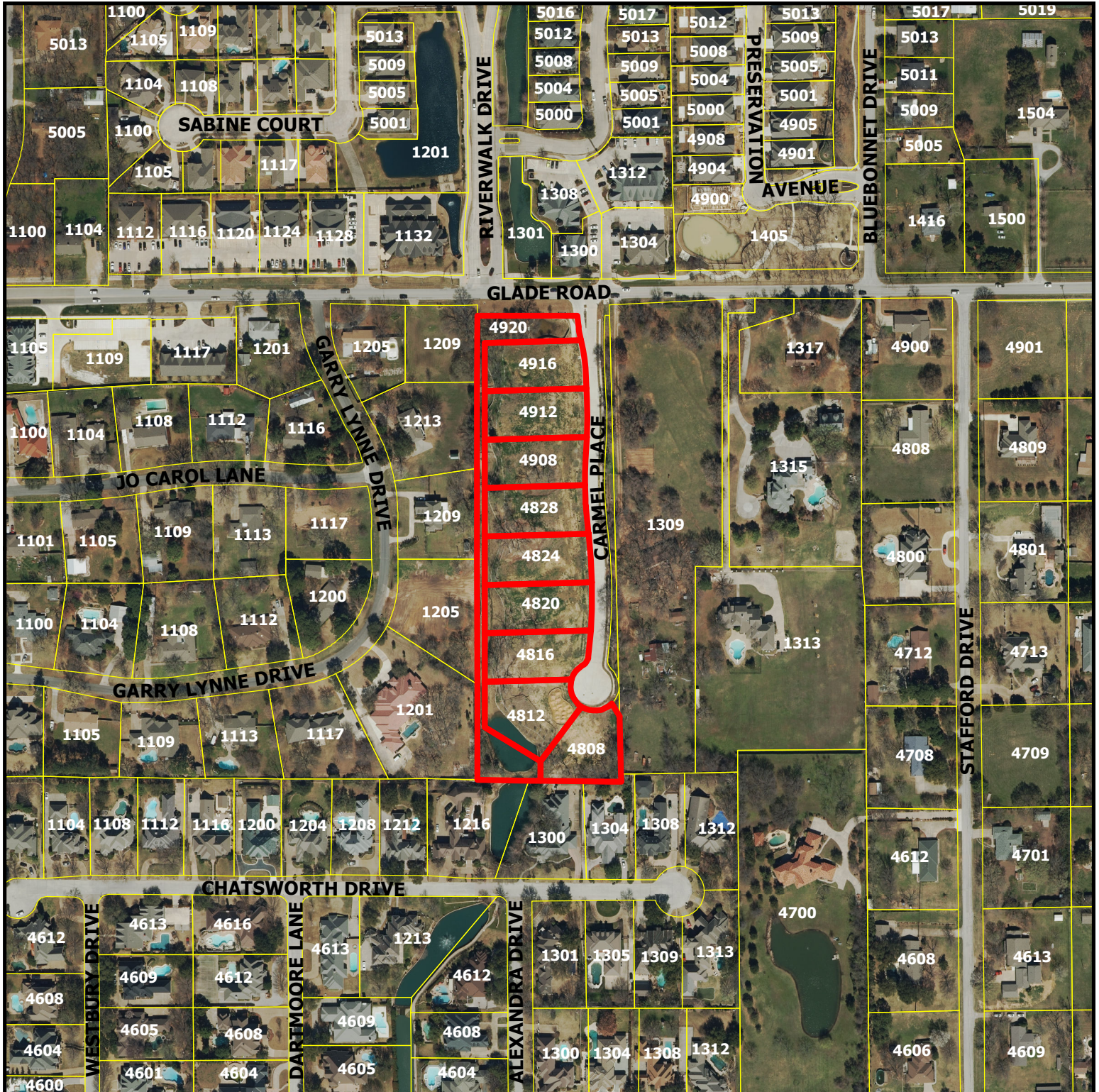
Approve

Attachments

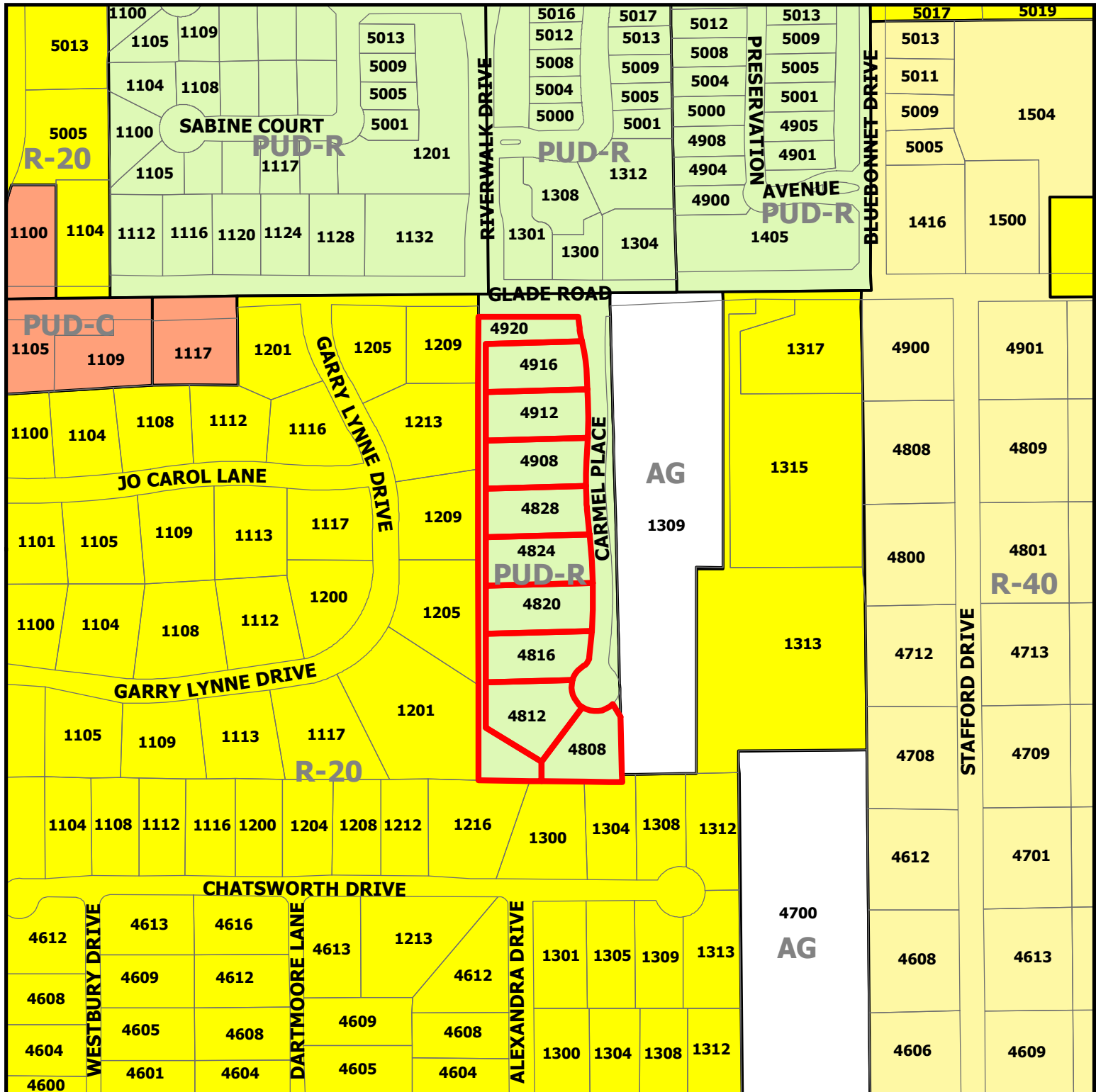
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives

5. Ordinance O-08-1659
6. Roof Pitch Exhibit
7. Notification Map
8. Notification List
9. Ordinance O-18-2040

Aerial Map



Zoning Map



ZC18-008

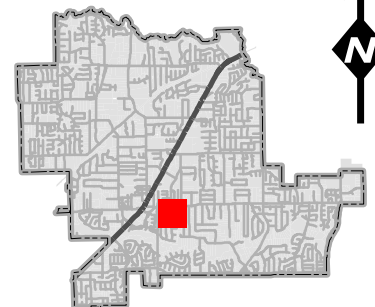
4808 to 4920 Carmel Place

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Subject Property



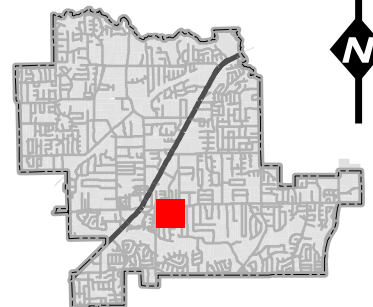
Future Land Use Map



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 - <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".

CAVALIER 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 - <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

ORDINANCE O-08-1659

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 6.4 ACRES OUT OF THE GEORGE W. TEETER SURVEY LOCATED AT 1301 GLADE ROAD, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE PUDR-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. Z-08-002; 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.

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 located at 1301 Glade Road, from the AG-Agricultural zoning district to the PUDR-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 PUDR is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 1.4 dwelling units per acre.
- 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 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 PUDR.

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. Building line setbacks established by Exhibit "C", shall control where such building line setback is different from the following requirements.

- | | |
|------------------------|---|
| a. Minimum Lot Size | 20,000 square feet. |
| b. Minimum Lot Width | 100 feet, except for cul-de-sac lots which shall be a minimum 83 feet wide. |
| 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 14.97% 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.
- c. Landscaping and tree preservation along Glade Road shall conform to the specifications and depictions shown on the attached Exhibit "D" labeled Entry Landscape Plan.

6. SCREENING

- a. All lots backing to open space areas shall contain fencing that consists of decorative metal and/or masonry.
- b. A six (6) foot wrought-iron fence shall be constructed along the entire western property line of the development and shall be maintained by the homeowner's association.

7. SIDEWALKS AND PATHWAYS

- a. Sidewalks shall be required along both sides of the new street and along Glade Road.

8. 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.
- c. Garage Standard – Minimum of a three car garage with wood, architecturally enhanced doors.
- 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.

9. OTHER

- a. All homes constructed in the development shall be installed with a fire suppression sprinkler system approved by the Fire Marshal.
- b. The street serving this development shall contain a minimum of 40 feet of right-of-way width and a minimum of 31 feet of pavement width, measured from curb-back to curb-back.
- c. Upon platting, a minimum five-foot sidewalk and utility easement shall be located along both sides of the new street serving the development.
- d. 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.
- e. Within 60 days of the certificate of occupancy being issued, all lots must be fully irrigated.
- f. A sign identifying the development shall be built at the southwest corner of the entry to the subdivision as shown on the attached Exhibit “D” labeled Entry Landscape Plan. The sign shall meet the requirements of the Land Development Code and shall not be located within any street right-of-way.
- g. A masonry, or stone, retaining wall shall be constructed, and, where applicable, replace any existing retaining wall structure or material along the creek prior to the acceptance of final public improvements by the Engineering department. The wall shall be approved by, and meet the specifications of, the Engineering department and shall be maintained by the homeowner's association.

- 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 5th day of February 2008.

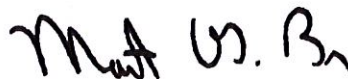
The second reading and public hearing being conducted on the 19th day of February 2008.

ATTEST:

Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

This is a detailed plat map of a portion of the City of Alexandria, Virginia. The map shows a grid of property lots, each identified by a unique number (e.g., 1100, 1104, 1108, 1112, 1116, 1200, 1204, 1208, 1212, 1216, 1300, 1304, 1308, 1312). The map also displays various zoning designations, including R-20, R-40, AG, and PUD-R. A specific lot is highlighted and labeled 'SITE' with an arrow pointing to it. The map includes the names of several streets: Chatsworth, Westbury, and Chatsworth. The map is titled 'PLAT MAP' and 'CITY OF ALEXANDRIA, VIRGINIA'.

EXHIBIT "B"-Legal Description

Carmel Place Estates
Colleyville, Texas

FIELD NOTES

to that certain tract situated in the George W. Teeter Survey, Abstract Number 1543, in the City of Colleyville, Tarrant County, Texas, and being the same tract, described in the deed to Clifton R. Duke and wife, Candace J. Duke recorded in Volume 6318, Page 328 of the Deed Records of Tarrant County, Texas; the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Sunrise Terrace Section One according to the plat recorded in Volume 388-31, Page 66 of the Plat Records of Tarrant County, Texas, from which a found 1/2 inch rebar bears North 12 Degrees East a distance of 0.34 feet;

THENCE North 89 Degrees 48 Minutes 17 Seconds East, with the north line of the tract described in the deed to Clifton R. Duke and wife, Candace J. Duke recorded in Volume 6318, Page 328 of the Deed Records of Tarrant County, Texas (said tract hereinafter referred to as the "Duke tract") a distance of 272.06 feet to a 1/2 inch rebar found at the northeast corner thereof and the northwest corner of the tract described in the deed to Robert Gene Hubbard recorded in Volume 5804, Page 444 of the said Deed Records;

THENCE South 01 Degree 37 Minutes 46 Seconds East, with the east line of the said Duke tract and the west line of the said Hubbard tract described in the deed recorded in Volume 5804, Page 444 and the west line of another tract to said Robert Gene Hubbard this one recorded in Volume 5804, Page 446 of the said Deed Records a total distance of 969.16 feet to a 5/8 inch rebar found at a salient corner in the north line of Block 1 of The Lakes of Somerset recorded in Cabinet A, Slide 312 of the said Plat Records;

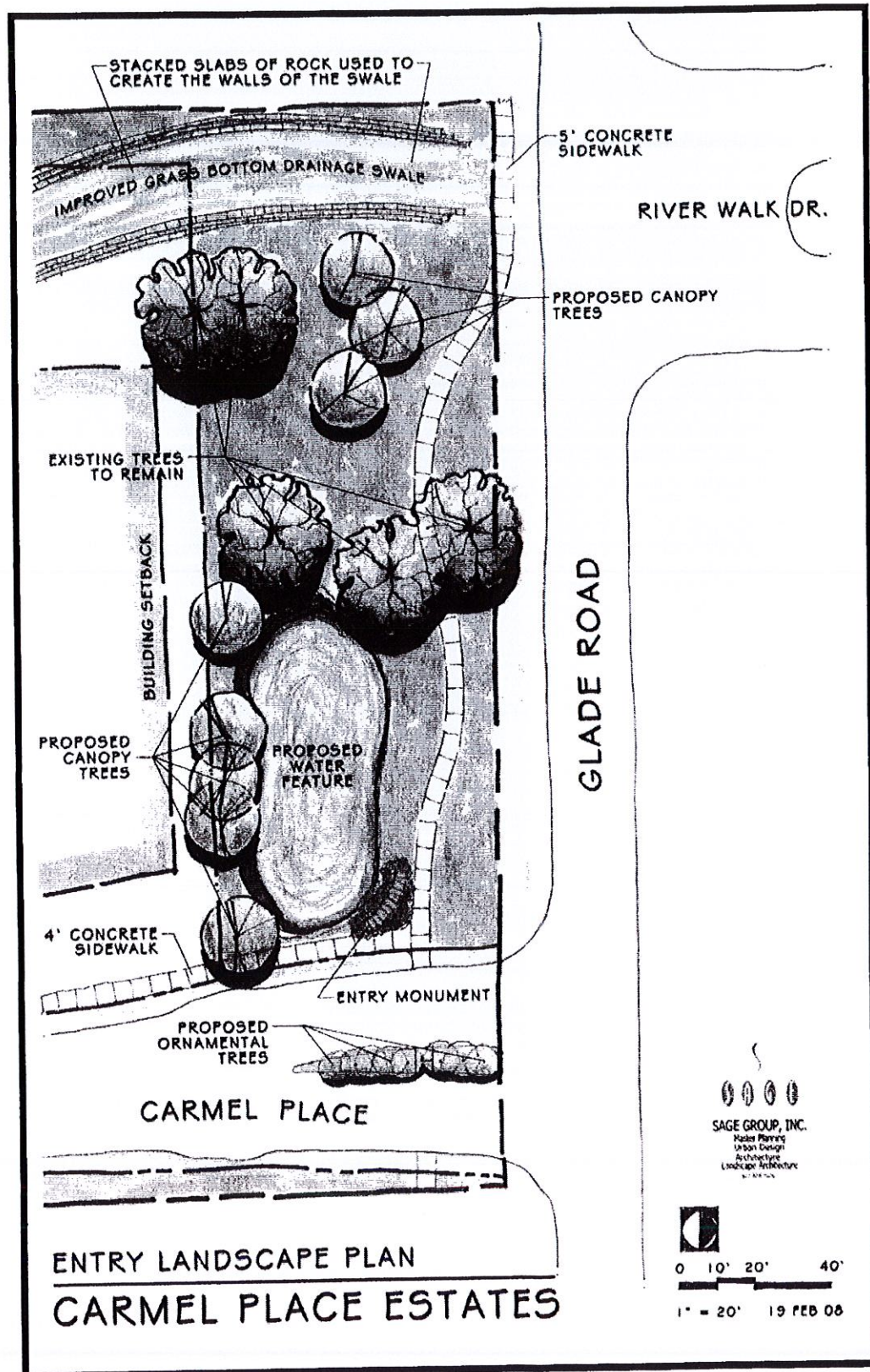
THENCE South 00 Degrees 06 Minutes 01 Second West, with the north line of said Block 1 a distance of 15.97 feet to a 1/2 inch rebar found at a reentrant corner of said north line;

THENCE North 89 Degrees 37 Minutes 43 Seconds West, continuing with the north line of Block 1 a distance of 26.39 feet to a bend in said north line, from which a 5/8 inch rebar found bears North 36 Degrees West a distance of 0.38 feet;

THENCE North 89 Degrees 20 Minutes 40 Seconds West, continuing with the north line of Block 1 a distance of 270.19 feet to a 2 inch iron pipe (said pipe was removed by others and set in another location and shown herein) found at the southeast corner of Sunrise Terrace Section Two recorded in Volume 388-38, Page 91 of the said Plat Records and the southwest corner of the Duke tract;

THENCE North 00 Degrees 10 Minutes 37 Seconds West, with the west line of the Duke tract and the east line of said Sunrise Terrace Sections One & Two a distance of 980.56 feet returning to the PLACE OF BEGINNING and enclosing 6.419 acres.

EXHIBIT "D"- Entry Landscape Plan



Roof Pitch Exhibit

2/12 pitch



4/12 pitch



5/12 pitch



6/12 pitch



7/12 pitch



8/12 pitch



9/12 pitch



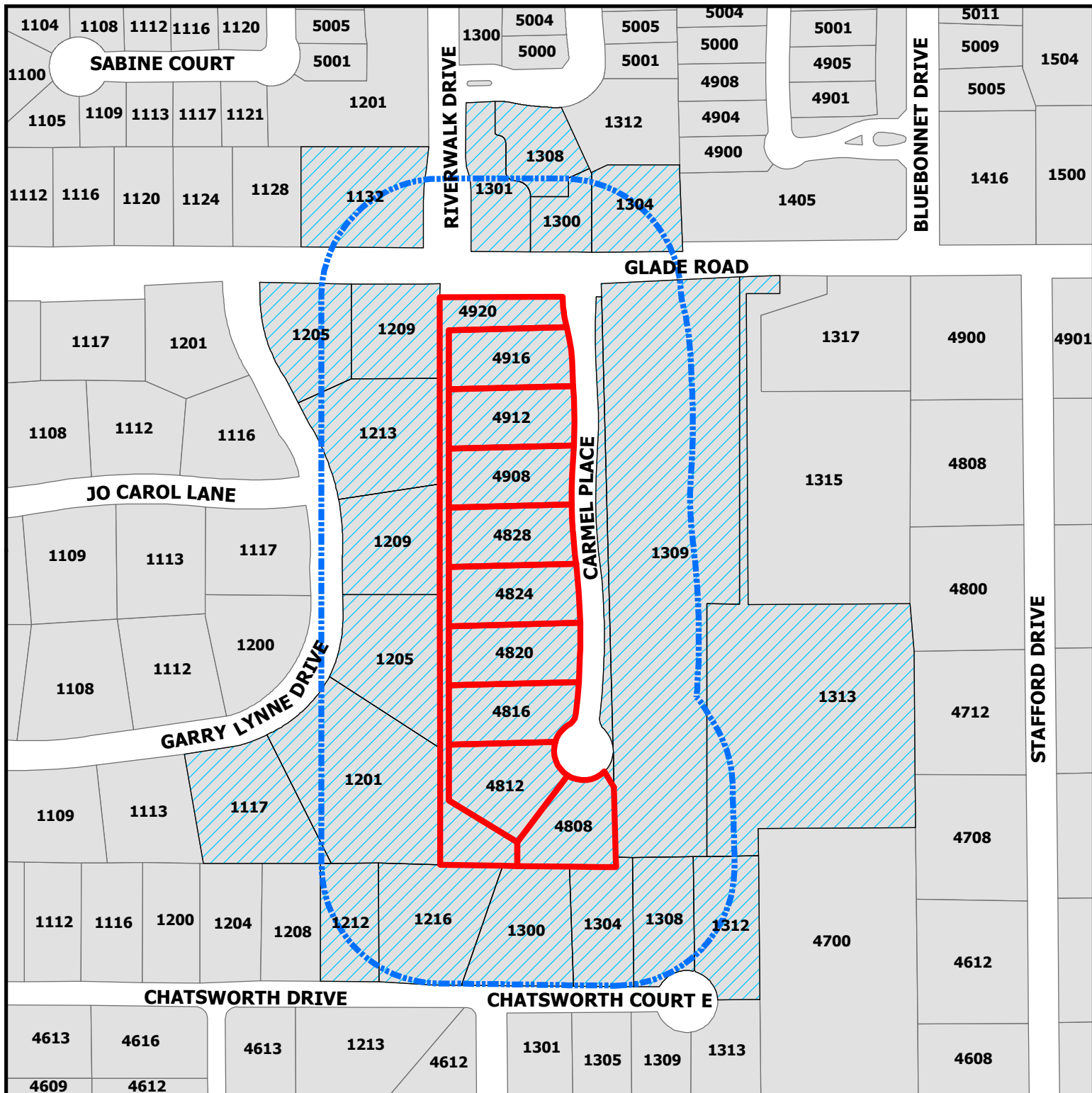
10/12 pitch



12/12 pitch



Notification Map

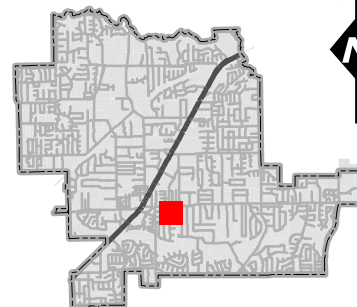


ZC18-008

4808 to 4920 Carmel Place

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

- Subject Property
- 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 the Roof Pitch requirement to allow an exception for roof coverings other than composition shingles to have a pitch less than 10:12 but not less than a 5:12 pitch.
 - 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 3rd day of April 2018.

The second reading and public hearing being conducted on the 17th 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	_____		

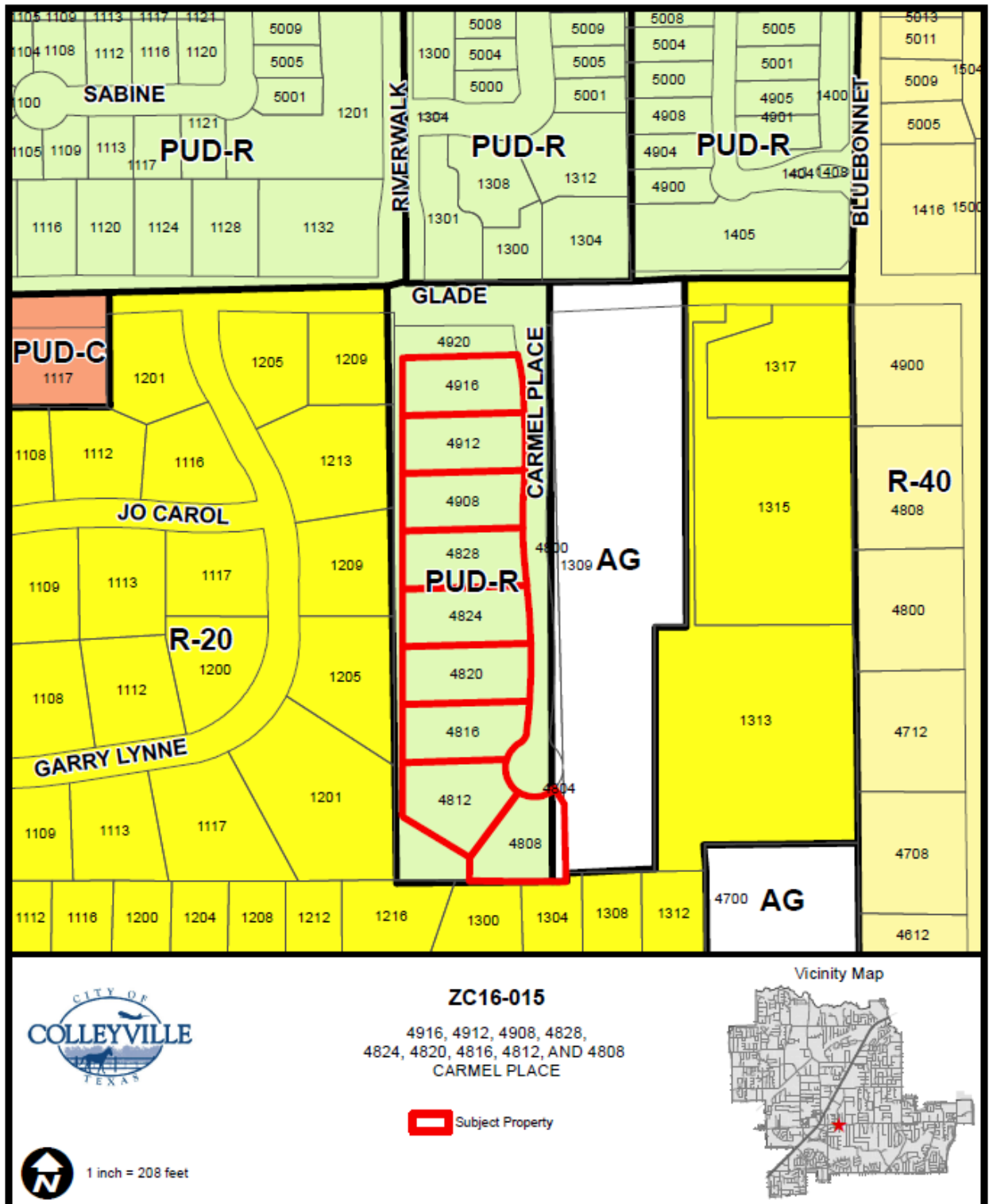
ATTEST: **CITY OF COLLEYVILLE**

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

Agenda Number 6a

Agenda Date 04/17/2018

Number Ordinance O-18-2041

Type Ordinance

Department City Manager

Title

Consideration of amending the City of Colleyville Code of Ordinances, Chapter 14 – Animals, by amending and restating Sections 14-18; 14-19; and 14-41; creating an offense for failure to remove dog excreta from certain property

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

First Reading and Public Hearing

At the April 3, 2018 City Council Worksession a brief discussion was held regarding the lack of existing regulations for the disposal of pet waste. At City Council's direction, this item is being brought forward to incorporate these requirements into the City of Colleyville Code of Ordinances. Specifically, the proposed ordinance requires pet owners to dispose of their dog's waste on public and private property, other than specific exceptions described in the ordinance.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Ordinance O-18-2041

ORDINANCE O-18-2041

AMENDING THE CITY OF COLLEYVILLE CODE OF ORDINANCES, CHAPTER 14 – ANIMALS, BY AMENDING AND RESTATING SECTIONS 14-18; 14-19; AND 14-41; CREATING AN OFFENSE FOR FAILURE TO REMOVE DOG EXCRETA FROM CERTAIN PROPERTY; PROVIDING FOR CIVIL REMEDIES; PROVIDING FOR A CRIMINAL PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2000.00); PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has determined that it is necessary to regulate activities as provided for herein to safeguard the public; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council determines that the passage of this ordinance is in the best interest of the health, safety, and welfare of the public.

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT Chapter 14-Animals, is hereby amended by amending and restating Sections 14-18, 14-19 and 14-41 in their entirety to read as follows:

Chapter 14 - ANIMALS, FOWL, INSECTS, AND REPTILES

Sec. 14-18. – Public nuisances.

The following shall be considered a public nuisance and shall be unlawful:

- (a) No person shall willfully or knowingly keep or harbor on his premises or elsewhere, any animal, livestock, or fowl of any kind that makes or creates an unreasonable disturbance to the neighbors or the occupants of adjacent premises or persons living in the vicinity

thereof. Unreasonable disturbance includes, but is not limited to, animal making or creating prolonged noises by howling, barking, bawling, or otherwise. A person is deemed to have knowledge that an animal under their control is making or creating an unreasonable disturbance if such person has been notified by the animal control officer or any peace officer of such disturbance and either (1) failed or refused to correct such disturbance; or (2) prevent its recurrence.

- (b) It shall be unlawful for any owner of any animal to maintain yards, pens, stables, sheds, coops, or other enclosures in which any animal is confined in such a manner as to give off odors offensive to persons of ordinary sensibilities residing in the vicinity, or to breed or attract flies, mosquitoes, or other noxious insects or rodents, or in any manner to endanger the public health, safety, or welfare, or to create a public nuisance.
- (c) Manure and droppings shall be removed from pens, stables, yards, coops, and other enclosures regularly and handled or disposed of in such a manner as to keep the premises free of any nuisance.
- (d) Mound storage of droppings of manure between such removals shall be permitted, only under such conditions as to protect against the breeding of flies, rodents, and to prevent the migration of fly larvae (maggots) into the surrounding soil.
- (e) The feeding of vegetables, meat scraps, or garbage to livestock shall be done only in impervious containers, or on an impervious platform.
- (f) Watering troughs or tanks shall be provided by the owner, which shall be equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes, or other insects.
- (g) No putrescible material shall be allowed to accumulate on the premises; and all such material used to feed which is unconsumed shall be removed and disposed of by sanitary means.
- (h) It shall be unlawful for any person to maintain any animal, which repeatedly trespasses on public property, attacks other animals, or causes damage to public or private property.
- (i) No person shall willfully or knowingly allow a stray animal to remain on his premises. Any person willfully or knowingly who feeds or waters stray animals, or in any way encourages a stray animal to remain on his property, shall be in violation of this chapter. All provisions of this chapter shall apply to that person.

Sec. 14-19. – Defecation of dogs on public and private property.

- (a) An owner of a dog commits an offense if the owner knowingly permits, or by insufficient control allows, the dog to defecate in the city on private property or on property located in a public place and fails to remove said excreta within a reasonable amount of time.
- (b) It is a defense to prosecution under Subsection (a) that:
 - (1) the property was owned, leased, or controlled by the owner of the dog;
 - (2) the owner or person in control of the property had given prior consent for the dog to defecate on the property; or
 - (3) the dog was a service dog being used in official law enforcement activities.
- (c) This section does not apply to a service dog that is specially trained to assist a person with a disability and that was in the custody or control of that disabled person at the time it defecated or was otherwise present on private property or on property located in a public place.

Sec. 14-41. - Violations; criminal and civil penalties; enforcement.

- (a) A person who violates a provision of this chapter, or who fails to perform an act required of the person by this chapter, commits an offense.
- (b) Each day that any violation of this chapter shall continue shall constitute a separate offense.
- (c) Unless specifically provided otherwise in this chapter, an offense under this chapter is punishable by a fine not to exceed:
 - (1) \$2,000 if the provision violated governs public health or sanitation;

- (2) the amount fixed by state law if the violation is one for which the state has fixed a fine; or
 - (3) \$500 for all other offenses.
 - (d) The animal control officer shall have the authority to issue citations for any violation of this chapter.
 - (e) It shall be unlawful for any person to interfere with the animal control officer in the performance of his duties.
 - (f) The animal control officer shall have the right of ingress and egress on private property for the purpose of apprehending animals at large when necessary to protect the public health, safety and/or welfare.
 - (g) Prosecution for an offense under Subsection (a) does not prevent the use of civil enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.
 - (h) In addition to imposing a criminal penalty, the city may, in accordance with Section 54.012(5) and (10) of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which each violation is committed, continued, or permitted.
- Sec. 3. THAT all provisions of the ordinances of the City of Colleyville, Texas, in conflict with the provisions of this ordinance be and the same are hereby, repealed, and that all other provisions of the ordinances of the City of Colleyville not in conflict with the provisions of this ordinance shall remain in full force and effect.
- Sec. 4. THAT the meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- Sec. 5. THAT if any one or more sections or clauses of this ordinance is judged to be unconstitutional or invalid, such judgement shall not affect, impair or invalidate the remaining provisions of this

ordinance and the remaining provisions of the ordinance shall be interpreted as if the offending section or clause never existed.

- Sec. 6. THAT an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the ordinances of the City of Colleyville, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.
- Sec. 7. THAT this ordinance shall become effective from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 17th day of April 2018.

The second reading and public hearing being conducted on the 1st day of May 2018.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 1ST DAY OF MAY 2018.

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 04/17/2018

Number Resolution R-18-4253

Type Resolution

Department City Manager

Title

Denial of Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor (DCRF) seeking to increase electric distribution rates within the City

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

On April 5, Oncor Electric Delivery Company filed an Application for Approval of a Distribution Cost Recovery Factor (DCRF). This is Oncor's first such filing under a law adopted in 2011 allowing electric utilities to file limited issue, limited review rate cases. In the filing, Oncor is seeking an increase in distribution revenues of \$19,002,177 by increasing distribution rates within each of the cities in their service area.

The attached resolution denies the DCRF application proposed by Oncor. The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. The resolution also authorizes the City to join with the Steering Committee of Cities Served by Oncor (of which the City of Colleyville is a member) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Financial Impact

Approval of the attached resolution denying the DCRF application requires Oncor to continue charging its existing rates to customers within the City of Colleyville.

Recommendation

Approve

Attachments

1. Resolution R-18-4253

RESOLUTION R-18-4253

A RESOLUTION OF THE CITY OF COLLEYVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25..243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY

WHEREAS, the City of Colleyville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about April 5, 2018 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, cities members and attorneys recommend that members deny the DCRF.

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

Sec. 1. THAT the City is authorized to participate with Cities in PUC Docket No. 48231.

Sec. 2. THAT subject to the right to terminate employment at any time, the City of Colleyville hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding

reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

- Sec. 3. THAT the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.
- Sec. 4. THAT the Company shall continue to charge its existing rates to customers within the City.
- Sec. 5. THAT the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.
- Sec. 6. THAT it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.
- Sec. 7. THAT a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF APRIL 2018.

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

Agenda Number 7b

Agenda Date 04/17/2018

Number Resolution R-18-4254

Type Resolution

Department Public Works

Title

Appointment of a Contracting Party Representative and Alternate Contracting Party Representative to represent the City of Colleyville at the Trinity River Authority's Tarrant County Water Supply Project Customer City meetings and an Operating Emergency Contact

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

The City of Colleyville is a member of the Trinity River Authority's (TRA) Tarrant County Water Supply Project, which provides all of the City's treated water. Each city that contracts with the Tarrant County Water Project is invited to attend customer city meetings where the annual budget, bond refunding opportunities, and capital improvement projects are reviewed. At these meetings, the customer cities (Bedford, Colleyville, Euless, Grapevine, and North Richland Hills) are often asked to vote on the matters presented.

The Tarrant County Water Supply Project does not have bylaws. TRA's Central Regional Wastewater System Advisory Committee Bylaws contain a provision requiring that the member "City's governing body shall annually appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the Authority's Central Regional Wastewater System" and that representative may serve until further notice by the Contracting Party. Additionally, it is stated that "the term of membership on the Advisory Committee shall be for twelve (12) months". There is also a provision in the bylaws specifying that an Alternate Representative be appointed to serve as the voting member of the contracting party, in the event its appointed representative is unable to attend an Advisory Committee meeting. If neither appointed representative is present at the Advisory Committee meeting, the City will not be able to vote on any of the meeting's business matters.

Per the letter dated April 5, 2018, from Fiona Allen, TRA Northern Region Manager, TRA is requesting that a Contracting Party Representative and Voting Member and an Alternate Contracting Party Representative be appointed by contracting cities of Tarrant County Water Supply Project on an annual basis. It is recommended that

Shereen Gendy, Chief Financial Officer, be appointed as the City of Colleyville's Contracting Party Representative and Voting Member, Cheryl Taylor, Interim Public Works Director, be appointed as the Alternate Contracting Party Representative and David Smyth, Water/Wastewater Operations and Maintenance Manager, as the Operational Emergency Contact to the Tarrant County Water Supply Project for a 12 month period.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. TCWSP Authorized Representatives Update - 2018
2. TCWSP Voting Member Form & Emergency Contact
3. Resolution R-18-4254

Trinity River Authority of Texas

Northern Region Office



DATE: April 5, 2018

FILE: 7002.102

TO: MEMBERS, Customer Cities
Tarrant County Water Supply Project

RE: Authorized Contracting Party Representative and
Authorized Alternate Representative

To create consistencies between the TRA's operating projects, we request that each Tarrant County Water Supply Project contracting party designate a representative and an alternate representative to attend and take any necessary action at customer city meetings.

Please complete the attached authorized representative and alternate representative form and have it executed by your authorized official.

The form has been revised to include emergency contact information.

Please return this form no later than April 30, 2018. You may send an electronic copy to Cheryl Abbott at abbottc@trinityra.org.

If you have any questions, please contact me at 817-493-5100 or allenf@trinityra.org.

FIONA M. ALLEN, P.E.
Regional Manager
Northern Region

/cea

Enclosure



TARRANT COUNTY WATER SUPPLY PROJECT
Designated Representative and Alternate Representative

CONTRACTING PARTY: _____

Please appoint below an authorized representative and alternate representative to represent your city in the Tarrant County Water Supply Project Customer City meetings. This appointment will be effective for a one year period.

CONTRACTING PARTY REPRESENTATIVE

Name

Title

Address

Email

Phone

Cell

ALTERNATE REPRESENTATIVE

Name

Title

Address

Email

Phone

Cell

MAYOR/CITY MANAGER

DATE

CONTACT FOR OPERATIONAL EMERGENCY: (If other than Contracting Party Representative)

Name

Title

Phone

Cell

Email

SUBMIT FORM BY APRIL 30, 2018. Completed form can be returned electronically to abbottc@trinityra.org or mailed to:

Cheryl Abbott
Trinity River Authority of Texas
Northern Region
P. O. Box 240
Arlington, TX 76004-0240

If you have questions, please contact Cheryl Abbott at 817-493-5100.

RESOLUTION R-18-4254

A RESOLUTION APPOINTING A CONTRACTING PARTY REPRESENTATIVE AND AN ALTERNATE CONTRACTING PARTY REPRESENTATIVE TO REPRESENT THE CITY OF COLLEYVILLE AT THE TRINITY RIVER AUTHORITY'S (TRA) TARRANT COUNTY WATER SUPPLY PROJECT CUSTOMER CITY MEETINGS

WHEREAS, TRA's Central Regional Wastewater System Advisory Committee Bylaws contain a provision requiring that the member "City's governing body shall annually appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the Authority's Central Regional Wastewater System" and that representative may serve until further notice by the Contracting Party.

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

Sec. 1. THAT the City Council hereby appoints Shereen Gendy, Chief Financial Officer, as the City of Colleyville's Contracting Party Representative and Voting Member, Cheryl Taylor, Interim Public Works Director, as the Alternate Contracting Party Representative and David Smyth, Water/Wastewater Operations and Maintenance Manager, as the Operational Emergency contact to the Tarrant County Water Supply Project for a 12 month period.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 17TH DAY OF April 2018.

Mayor Richard Newton	_____	Place 4, George Dodson	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 3, Kathy Wheat	_____		

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

Agenda Number 7c

Agenda Date 04/17/2018

Number Resolution R-18-4255

Type Resolution

Department Public Works

Title

Appointment of a Contracting Party Representative, Alternate Contracting Party Representative to the Advisory Committee of the Trinity River Authority's Central Regional Wastewater System and an Operating Emergency Contact

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

The City of Colleyville is a member of the Trinity River Authority's (TRA) Central Regional Wastewater System, which treats all of the City's wastewater. Each city that contracts with the Central Regional Wastewater System is a member of the Advisory Committee, which reviews the annual budget, bond refunding opportunities, and capital improvement projects.

Per the attached letter dated April 5, 2018, from Fiona Allen, TRA Northern Region Manager, TRA; the Central Regional Wastewater System Advisory Committee Bylaws and the contract between TRA and its member cities requires the member "City's governing body shall annually appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the Authority's Central Regional Wastewater System" and that representative may serve until further notice by the Contracting Party. Additionally, it is stated that "the term of membership on the Advisory Committee shall be for twelve (12) months". There is also a provision in the bylaws specifying that an Alternate Representative be appointed to serve as the voting member of the contracting party, in the event its appointed representative is unable to attend an Advisory Committee meeting. If neither appointed representative is present at the Advisory Committee meeting, the City will not be able to vote on any of the meeting's business matters.

It is recommended that Shereen Gendy, Chief Financial Officer, serve as the primary City of Colleyville Contracting Party Representative, Cheryl Taylor, Interim Public Works Director, as the Alternate Contracting Party Representative and David Smyth, Water/Wastewater Operations and Maintenance Manager, as the Operational Emergency Contact.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. CRWS Authorized Representative Update - 2018
2. CRWS Voting Member Form & Emergency Contact
3. Resolution R-18-4255

Trinity River Authority of Texas



Northern Region Office

DATE: April 5, 2018

FILE: 3110.102

TO: MEMBERS, Advisory Committee
Central Regional Wastewater System

RE: Authorized Contracting Party Representative and
Authorized Alternate Representative

The Contract between the Trinity River Authority and each Contracting Party states that "the City's governing body shall annually appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the Authority's Central Wastewater Treatment System." The contract further states "the term of membership on the Advisory Committee shall be for twelve (12) months" and also "A member may serve more than one (1) term if so appointed by the governing body represented."

The Central Regional Wastewater System Bylaws specify that an alternate representative be appointed to serve as the voting member of the contracting party in the event its appointed representative is unable to attend an Advisory Committee.

To be in compliance with the contracting parties' contracts and Central Regional Wastewater System Bylaws, please complete the attached form and have it executed by your authorized official. A letter from your city will also be acceptable.

The form has been revised to include emergency contact information.

It is requested that this form be returned to us by April 30, 2018. You may also send an electronic copy to Cheryl Abbott at abbottc@trinityra.org.

If you have any questions about this, please contact me at 817-493-5100 or allenf@trinityra.org.

FIONA M. ALLEN, P.E.
Regional Manager
Northern Region

/cea

Attachment



**CENTRAL REGIONAL WASTEWATER SYSTEM
ADVISORY COMMITTEE**

CONTRACTING PARTY: _____

In accordance with Section 6.11 ADVISORY COMMITTEE of the Contracting Party Contracts and the Bylaws of the Central Regional Wastewater System, the following individual has been appointed as the Contracting Party Representative and Voting Member for a twelve month period. In addition, an Alternate Contracting Party Representative is also named.

CONTRACTING PARTY REPRESENTATIVE

Name

Title

Address

Email

Phone

Cell

ALTERNATE REPRESENTATIVE

Name

Title

Address

Email

Phone

Cell

MAYOR/CITY MANAGER

DATE

CONTACT FOR OPERATIONAL EMERGENCY: (If other than Contracting Party Representative)

Name

Title

Phone

Cell

Email

SUBMIT FORM BY APRIL 30, 2018. Completed form can be returned electronically to abbottc@trinityra.org or mailed to:

Cheryl Abbott
Trinity River Authority of Texas
Northern Region
P. O. Box 240
Arlington, TX 76004-0240

If you have questions, please contact Cheryl Abbott at 817-493-5100.

RESOLUTION R-18-4255

**A RESOLUTION APPOINTING A CONTRACTING PARTY
REPRESENTATIVE AND AN ALTERNATE CONTRACTING PARTY
REPRESENTATIVE TO THE ADVISORY COMMITTEE OF THE TRINITY
RIVER AUTHORITY'S CENTRAL REGIONAL WASTEWATER SYSTEM**

WHEREAS, the Central Regional Wastewater System Advisory Committee Bylaws and the contract between TRA and its member cities requires the member "City's governing body shall annually appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the Authority's Central Regional Wastewater System" and that representative may serve until further notice by the Contracting Party.

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

Sec. 1. THAT the City Council hereby appoints Shereen Gendy, Chief Financial Officer, to serve as the primary City of Colleyville Contracting Party Representative, Cheryl Taylor, Interim Public Works Director, as the Alternate Contracting Party Representative and David Smyth, Water / Wastewater Operations and Maintenance Manager, as the Operational Emergency Contact.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS
ON THIS THE 17TH DAY OF April 2018.

Mayor Richard Newton	_____	Place 4, George Dodson	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 3, Kathy Wheat	_____		

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

Agenda Number
Type Report
Department Finance

Agenda Date 04/17/2018

Number 9

Title

Monthly Financial Report - March 2018

Explanation

General Fund

As of March 31, 2018, the general fund earned \$19,525,423 in revenues and incurred \$11,894,646 in expenditures.

Ad Valorem taxes, franchise fees and sales taxes account for more than 84% of the General fund's budgeted revenues.

- **Ad Valorem Taxes:**

The city earned \$14,245,685 out of the \$14,322,575 budgeted for ad valorem tax revenues, including penalty and interest. The reported revenue is 9.14% above the revenue reported for the same period last year.

- **Franchise Fees Revenue:**

The city earned \$1,770,058 out of the \$2,070,000 budgeted for franchise fees. The reported revenue is 2.99% above the revenue reported for the same period last year.

- **Sales Tax Revenue:**

The city earned \$1,317,874 out of the \$3,800,000 budgeted sales tax revenue. The reported revenue is 1.04% above the revenue reported for the same period last year. The reported amount represents the total mixed beverage taxes and sales taxes received to date.

Utility Fund

As of March 31, 2018, the utility fund earned \$6,636,748 in revenues and incurred \$6,493,513 in expenditures.

Water and wastewater sales account for more than 98% of the utility fund's budgeted revenues.

- **Water Sales:**

The city earned \$4,348,134 out of the \$11,195,957 budgeted for water sales. The reported revenue is 0.56% below the revenue reported for the same period last year.

- **Wastewater Sales:**

The city earned \$2,073,702 out of the \$4,024,060 budgeted for wastewater sales. The reported revenue is 10.34% above the revenue reported for the same period last year.

Debt Service Fund

As of March 31, 2018, the Debt service fund earned \$1,962,383 out of the budgeted revenues and transfers from other funds of \$1,854,412 and expended \$1,724,759 out of the budgeted expenditures of \$1,979,412.

Drainage Fees Fund

As of March 31, 2018, the Drainage fees fund spent \$388,054 out of its \$1,481,362 expense budget and earned \$508,600 in revenues which is 52.88% of the budgeted revenue of \$961,880.



Agenda Item - Reports

Monthly Financial Report March 2018

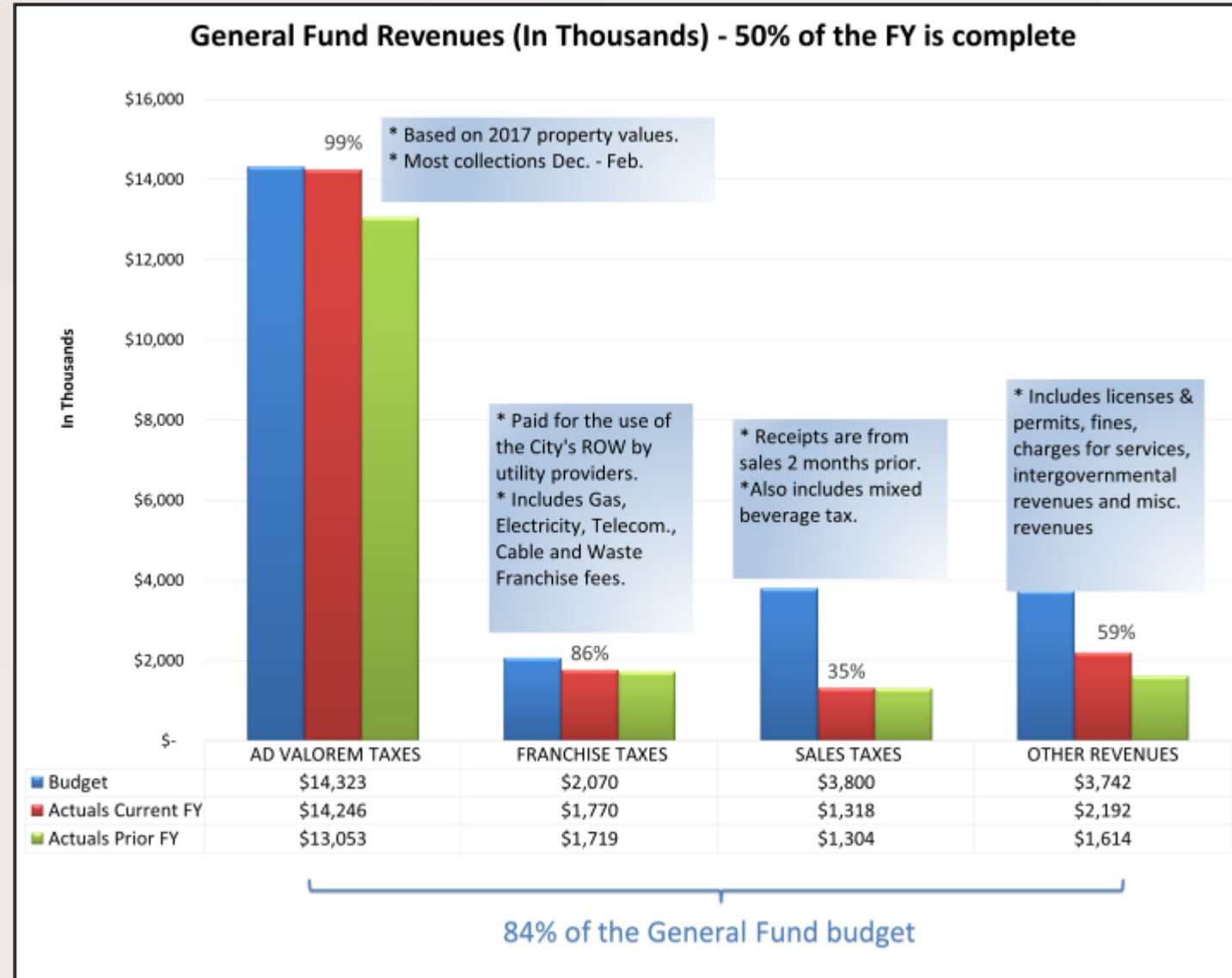
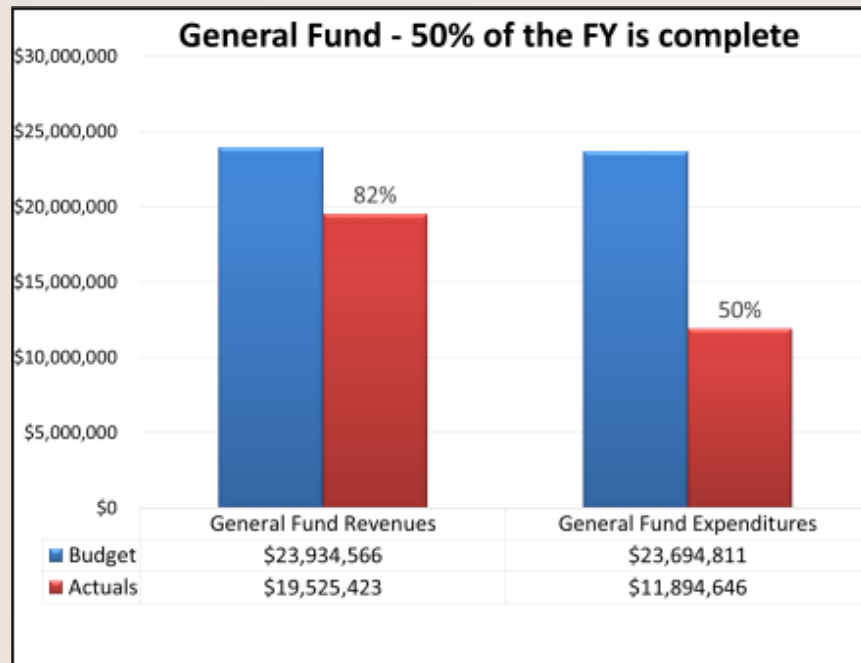
City Council Meeting
April 17, 2018

General Fund



Highlights:

- Total revenues: Up 10.38%
 - 1 cent sales tax: Up 0.97%
 - Ambulance revenues: Up 19.15%
 - Recreation program revenues: Up 21.37%
 - Licenses & permits revenues: Up 28.93%
- Expenditures on track with budget

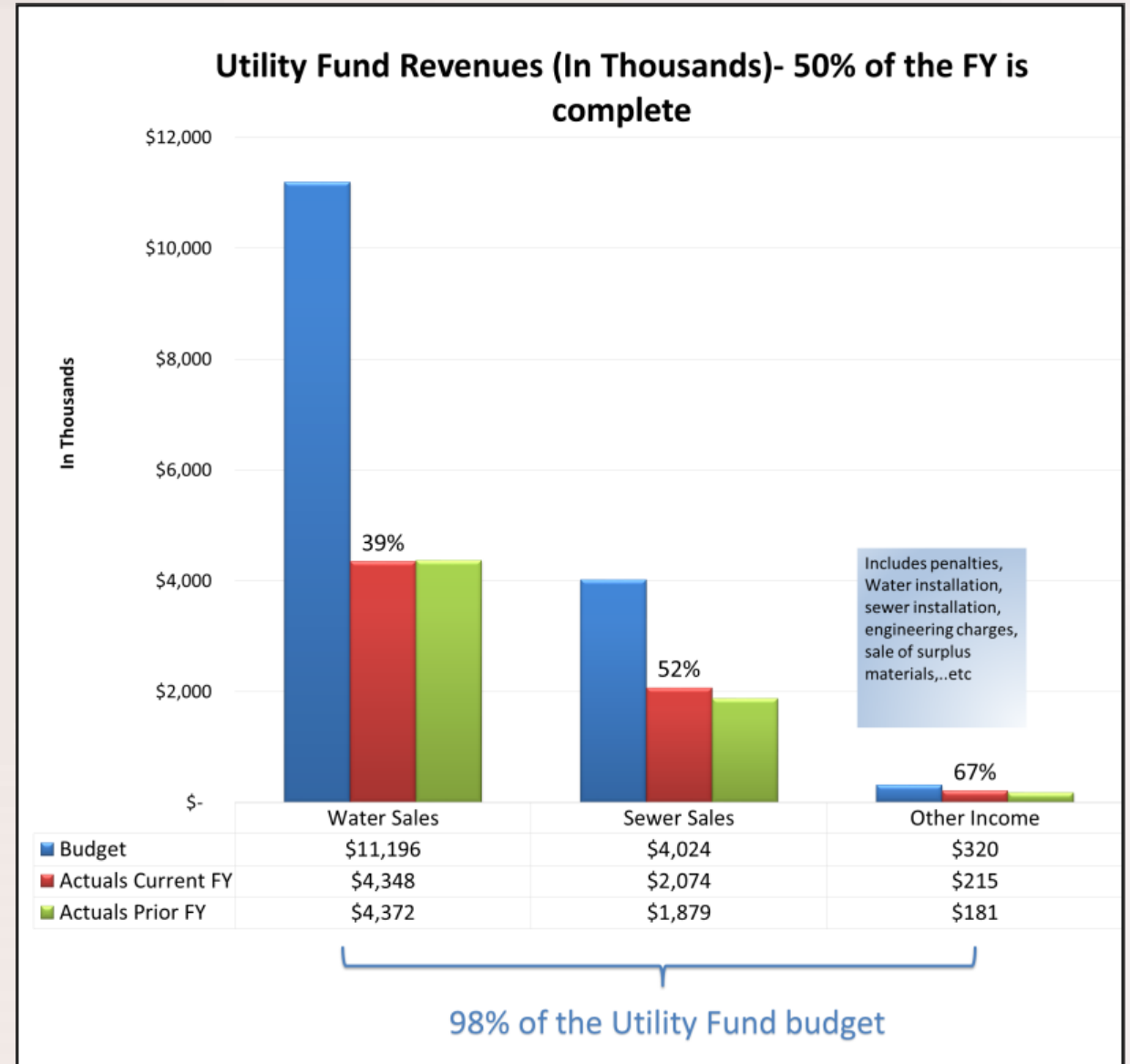
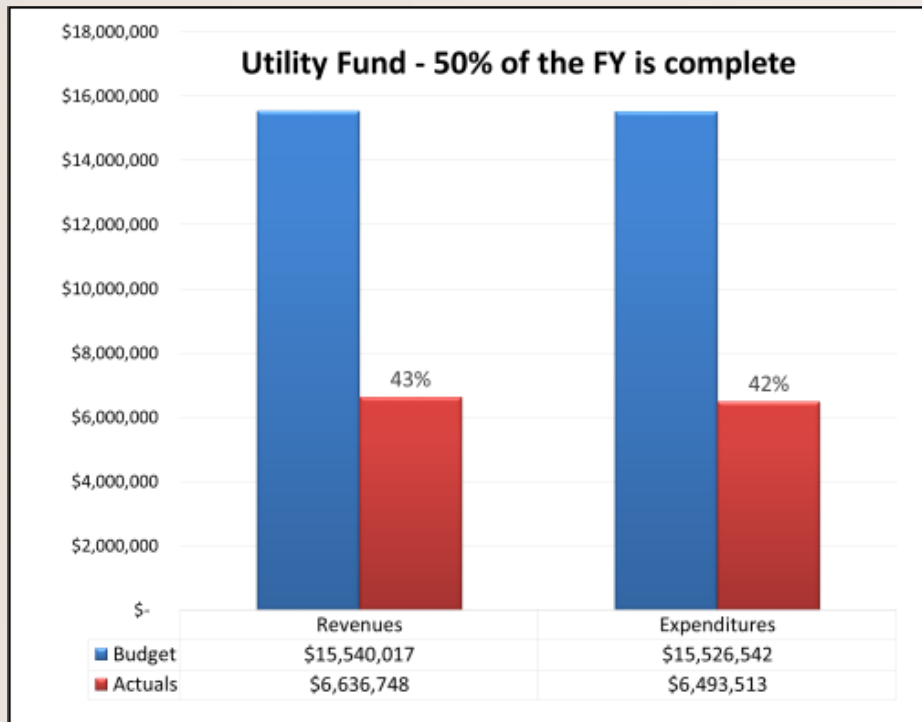


Utility Fund



Highlights:

- Total operating revenues: Up 2.96%
- Number of customers: Up 1.14%
- TRA costs are 72.55% of the YTD expenses
- Revenues & Expenditures are tracking as expected → summer irrigation drives more costs and revenue than non-peak months

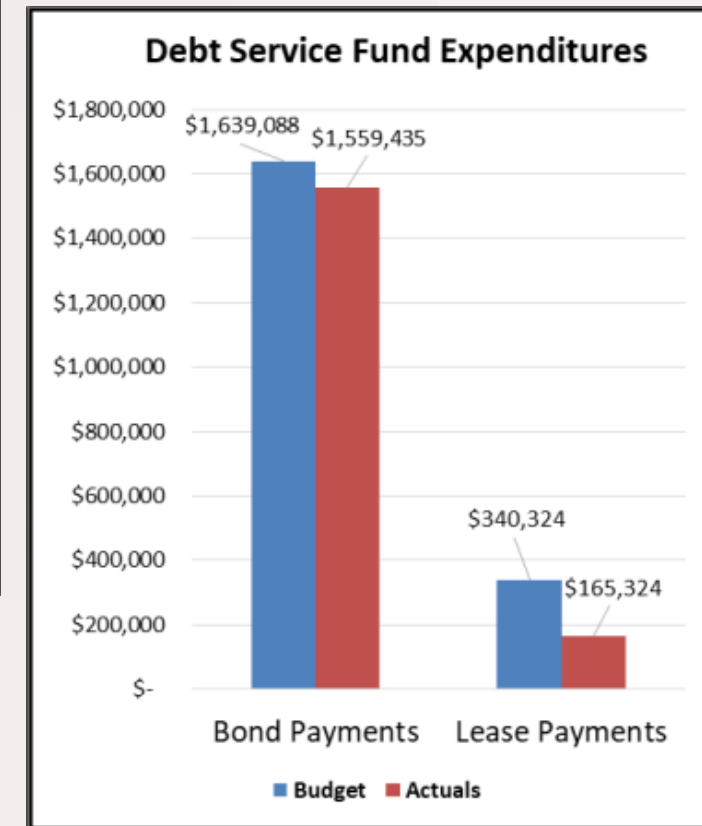
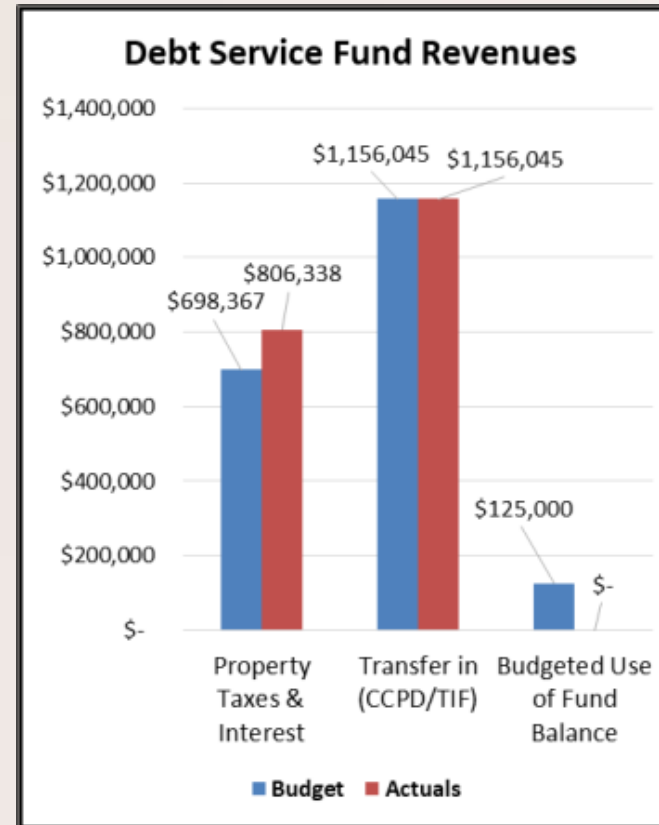
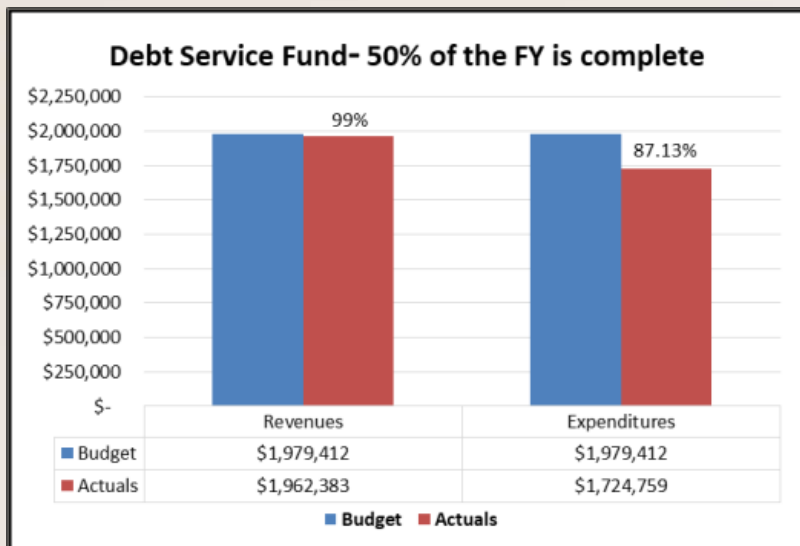


Debt Service Fund



Highlights:

- YTD revenues are \$237,624 over expenditures
 - Ad valorem taxes: Up 15% over budget
- Budgeted use of Fund Balance likely not necessary
- Bond payments:
 - February principal & interest payment made
 - August interest payment remaining
- Lease-purchase payments:
 - Fire engine payment made
 - Ambulance payment remaining

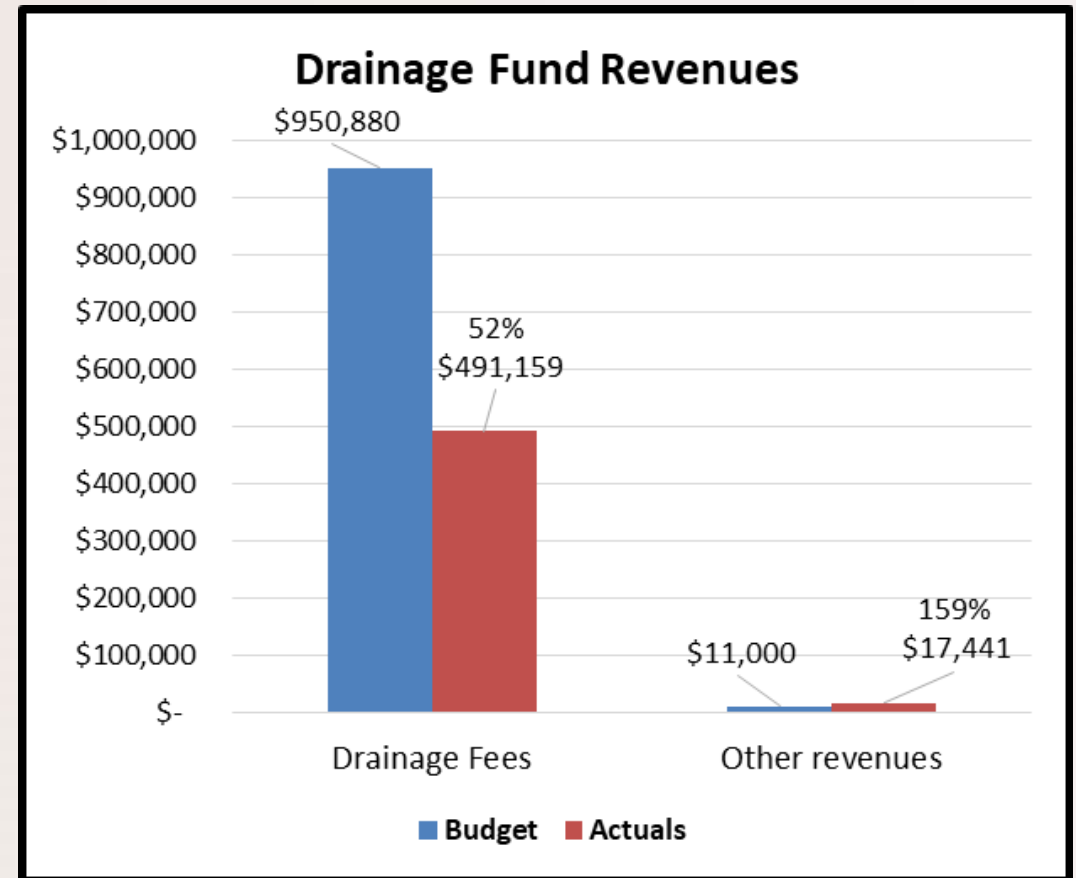
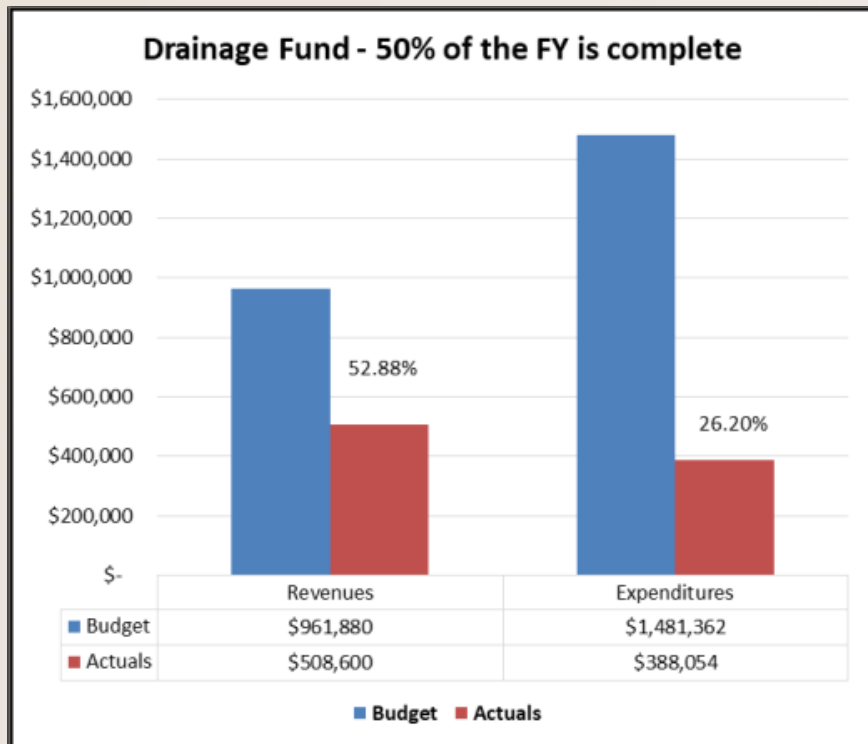


Drainage Fund



Highlights:

- YTD revenues are \$120,546 over expenditures
- Drainage fee revenues: Up 1.52%
- Expenditures YTD are low due to remaining major expenses:
 - \$500,000 Drainage Master Plan
 - \$250,000 Street sweeper replacement



City of Colleyville
General Fund Monthly Financial Report
As of 3/31/2018 - End of 50% of the Fiscal Year

GENERAL FUND		ACTIVITY	
	FY 2018	FY 2018 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		3/31/2018	USED
Revenues	23,934,566	19,525,423	81.58%
Expenditures	23,694,811	11,894,646	50.20%
Revenues over expenditures	\$239,755	\$7,630,777	

GENERAL FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2018 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		3/31/2018	RECEIVED	YEAR END BAL	3/31/2017	PRIOR YEAR
Current Taxes	14,242,575	14,147,934	99.34%	96.82%	13,026,021	8.61%
Delinquent Taxes	25,000	65,019	260.08%	56.68%	3,965	1539.63%
Penalty & Interest	55,000	32,732	59.51%	37.94%	22,537	45.24%
TOTAL AD VALOREM TAXES	14,322,575	14,245,685	99.46%	96.40%	13,052,523	9.14%
Oncor Electric	885,000	890,388	100.61%	100.00%	889,222	0.13%
Tri-County Electric	100,000	105,858	105.86%	100.00%	101,311	4.49%
Atmos Gas	325,000	401,952	123.68%	100.00%	334,570	20.14%
AT&T	60,000	28,653	47.76%	50.90%	31,454	-8.90%
Verizon/Others	65,000	37,003	56.93%	42.55%	38,056	-2.77%
Refuse/Recycling	160,000	78,236	48.90%	48.02%	80,690	-3.04%
Cable TV	475,000	227,967	47.99%	49.54%	243,291	-6.30%
TOTAL FRANCHISE TAXES	2,070,000	1,770,058	85.51%	81.01%	1,718,593	2.99%
Sales Tax	3,700,000	1,259,991	34.05%	31.43%	1,247,947	0.97%
Mixed Beverage Tax	100,000	57,882	57.88%	48.03%	56,414	2.60%
TOTAL SALES TAXES	3,800,000	1,317,874	34.68%	31.92%	1,304,361	1.04%
Building	625,000	432,750	69.24%	48.51%	304,364	42.18%
Plumbing	72,000	33,599	46.67%	48.38%	29,276	14.77%
Mechanical	48,000	22,615	47.11%	43.45%	20,790	8.78%
Electrical	51,000	37,091	72.73%	47.27%	27,292	35.90%
City License	26,000	23,400	90.00%	53.05%	28,400	-17.61%
Building Plan Review Fee	88,000	55,190	62.72%	51.81%	42,013	31.36%
New Business	7,400	3,500	47.30%	45.38%	4,210	-16.86%
Sign Permit	8,000	4,225	52.81%	48.90%	5,010	-15.67%
Fence Permit	15,000	6,975	46.50%	47.08%	10,100	-30.94%
Fire Permits	8,000	4,180	52.25%	49.59%	4,905	-14.78%
Irrigation Permit	20,000	7,362	36.81%	49.39%	12,948	-43.14%
TOTAL LICENSES & PERMITS	968,400	630,888	65.15%	48.55%	489,309	28.93%

GENERAL FUND - CONTINUED		RECEIVED		AVERAGE ACTUAL	RECEIVED	
REVENUE SOURCE	FY 2018 BUDGET	FY 2018 YTD AS OF 3/31/2018	PERCENT OF BUDGET RECEIVED	YTD BALANCE AS A PERCENT OF YEAR END BAL	FY 2017 YTD AS OF 3/31/2017	PERCENT CHANGE OVER PRIOR YEAR
Court Fines	850,000	317,976	37.41%	44.33%	404,716	-21.43%
Alarm Fees	53,000	24,137	45.54%	43.14%	21,914	10.14%
Library Fines	17,460	8,799	50.40%	43.77%	8,729	0.81%
TOTAL FINES	920,460	350,912	38.12%	44.06%	435,358	-19.40%
Re-zoning	9,000	8,317	92.41%	50.31%	4,015	107.17%
Plat Fee/Site Plan/Landscaping Plan Fee	8,200	5,848	71.31%	52.96%	4,015	45.64%
Board of Adjustment	2,000	1,125	56.25%	39.52%	1,700	-33.82%
Sale of Material	100	268	267.95%	47.96%	21	1175.95%
Weed Mowing	7,000	300	4.29%	62.13%	8,175	-96.33%
Ambulance	320,000	182,036	56.89%	52.14%	152,776	19.15%
Recreation Program	193,500	117,620	60.79%	41.08%	96,911	21.37%
Credit Card Fee Revenue	-	7,091	0.00%		-	0.00%
Non-Resident Fee Parks	40,000	21,495	53.74%	82.03%	28,280	-23.99%
Field Use Charge	21,500	10,680	49.67%	79.41%	14,555	-26.62%
Engineering & Inspection	20,000	4,826	24.13%	48.91%	11,303	-57.30%
Material Testing	10,000	2,823	28.23%	0.00%	2,261	24.90%
Colleyville Center Rental	240,000	98,445	41.02%	50.05%	114,694	-14.17%
Lot Drainage Insp Fee	15,000	11,375	75.83%	46.48%	9,250	22.97%
Transfer from Utility Fund	196,920	196,920	100.00%	0.00%	-	0.00%
Transfer from TIF	210,377	210,377	100.00%	0.00%	-	0.00%
TOTAL CHARGES FOR SERVICE	1,293,597	879,547	67.99%	28.33%	447,955	96.35%
SRO Officer Reimb	98,996	-	0.00%	0.00%	-	0.00%
Keller Court	260,538	130,269	50.00%	41.67%	119,734	8.80%
TOTAL INTERGOVERNMENTAL	359,534	130,269	36.23%	29.42%	119,734	8.80%
Sale of Surplus Property	5,000	36,523	730.46%	81.36%	-	0.00%
Interest Income	45,000	32,301	71.78%	14.05%	21,393	50.99%
Miscellaneous	60,000	39,786	66.31%	62.11%	48,173	-17.41%
Antenna Lease	90,000	49,731	55.26%	56.51%	51,629	-3.68%
Grant Proceeds	-	41,850	0.00%	0.00%	-	0.00%
TOTAL MISCELLANEOUS	200,000	200,191	100.10%	49.63%	121,195	65.18%
TOTAL GENERAL FUND REVENUES	23,934,566	19,525,423	81.58%	71.69%	17,689,028	10.38%

	FY 2018 BUDGET	THROUGH 3/31/2018	THROUGH 3/31/2017	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
RESIDENTIAL BLDG PERMITS	115	87	73	14	19.18%
COMMERCIAL BLDG PERMITS	7	0	1	(1)	100.00%
CITATIONS ISSUED	10,500	3,406	3,981	(575)	-14.44%

GENERAL FUND EXPENDITURES					
	FY 2018 BUDGET	EXPENDED THROUGH 3/31/2018	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
Personnel services	15,048,648	7,252,932	48.20%	50.00%	7,795,716
Contractual Services	5,341,951	2,388,225	44.71%	50.00%	2,953,726
Supplies	1,275,506	231,267	18.13%	50.00%	1,044,239
Capital Outlay	14,000	7,516	53.69%	50.00%	6,484
Transfer to other fund	2,014,706	2,014,706	100.00%	50.00%	-
TOTAL EXPENDITURES	23,694,811	11,894,646	50.20%	50.00%	11,800,165

City of Colleyville
Utility Fund Monthly Financial Report
As of 3/31/2018 - End of 50% of the Fiscal Year

UTILITY FUND		ACTIVITY	
	FY 2018	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		3/31/2018	USED
Revenues	15,540,017	6,636,748	42.71%
Expenditures	15,526,542	6,493,513	41.82%
Revenues over expenditures	\$13,475	143,235	

UTILITY FUND		RECEIVED	PERCENT	AVERAGE ACTUAL	RECEIVED	PERCENT
REVENUE SOURCE	FY 2018	AS OF	OF BUDGET	YTD BALANCE	AS OF	CHANGE OVER
	BUDGET	3/31/2018	RECEIVED	AS A PERCENT OF	3/31/2017	PRIOR YEAR
				YEAR END BAL		
Water Sales	11,195,957	4,348,134	38.84%	38.14%	4,372,436	-0.56%
Sewer Sales	4,024,060	2,073,702	51.53%	50.01%	1,879,372	10.34%
Sewer Installation	15,000	9,100	60.67%	46.23%	7,400	22.97%
Water Installation	42,000	23,980	57.10%	44.54%	20,300	18.13%
Engineering Charges	5,000	11,542	230.83%	77.94%	-	0.00%
Penalties	200,000	115,588	57.79%	51.99%	-	0.00%
Sale of Material	-	657	0.00%	15.50%	116,432	-99.44%
Miscellaneous	13,000	13,263	102.02%	46.48%	10,532	25.93%
TOTAL OPERATING INCOME	15,495,017	6,595,965	42.57%	41.50%	6,406,472	2.96%
Sale of Surplus Property	-	8,418	0.00%	100.00%	3,137	168.37%
Interest Income	45,000	32,364	71.92%	15.91%	23,154	39.78%
TOTAL NON-OPERATING INCOME	45,000	40,782	90.63%	42.00%	26,291	55.12%
TOTAL INCOME	15,540,017	6,636,748	42.71%	41.56%	6,432,762	3.17%

	THROUGH	THROUGH	TOTAL	PERCENT
	3/31/2018	3/31/2017	INCREASE	INCREASE
			(DECREASE)	(DECREASE)
GALLONS OF WATER SOLD	860,096,000	892,646,700	(32,550,700)	-3.65%
NUMBER OF WATER CUSTOMERS	10,020	9,907	113	1.14%

UTILITY FUND EXPENSES					
	FY 2018	EXPENDED	PERCENT	PERCENT OF	BUDGET
	BUDGET	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
		3/31/2018	EXPENDED	COMPLETE	
Personnel Services	1,983,307	901,153	45.44%	50.00%	1,082,154
Contractual services	12,717,635	5,037,016	39.61%	50.00%	7,680,619
Supplies	245,969	71,574	29.10%	50.00%	174,395
Debt Service	157,325	156,913	99.74%	50.00%	413
Capital Outlay	100,000	4,551	4.55%	50.00%	95,449
Transfers to other funds	322,306	322,306	100.00%	50.00%	-
TOTAL EXPENSES	15,526,542	6,493,513	41.82%	50.00%	9,033,029

Notes: Budgeted transfers of \$322,306 as follows: \$44,286 for an internal loan for vector truck; \$81,100 for Vehicle and Equipment Replacement Fund; \$196,920 for 12.4% payment to General Fund for internal service personnel.

City of Colleyville
Debt Service Fund Monthly Financial Report
As of 3/31/2018 - End of 50% of the Fiscal Year

DEBT SERVICE FUND		ACTIVITY	
	FY 2018	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		3/31/2018	USED
Revenues	1,854,412	1,962,383	105.82%
Expenditures	1,979,412	1,724,759	87.13%
Revenues over expenditures	(125,000)	237,624	
Budgeted use of fund balance	125,000		
Revenues & use of fund balance over expenditures	-	237,624	

DEBT SERVICE FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2018 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		3/31/2018	RECEIVED	YEAR END BAL	3/31/2017	PRIOR YEAR
Current taxes	683,367	798,463	116.84%	96.74%	696,889	14.58%
Delinquent taxes	5,000	4,972	99.43%	54.96%	333	1391.75%
Penalty & interest	5,000	2,651	53.02%	39.14%	1,272	108.44%
Interest Income	5,000	253	5.05%	39.12%	3,652	-93.08%
TOTAL AD VALOREM TAX & INTEREST	698,367	806,338	115.46%	96.03%	702,146	14.84%
Transfer from CCPD	501,845	501,845	100.00%	100.00%	503,862	-0.40%
Transfer from TIF*	654,200	654,200	100.00%	100.00%	-	0.00%
TOTAL TRANSFERS	1,156,045	1,156,045	100.00%	100.00%	503,862	129.44%
Use of Fund Balance	125,000	-	0.00%	0.00%	-	0.00%
Bond proceeds & Premium		-	0.00%	0.00%	-	0.00%
TOTAL REVENUE & USE OF FUND BAL	1,979,412	1,962,383	99.14%	97.44%	1,206,008	62.72%

DEBT SERVICE FUND		EXPENDED	PERCENT	PERCENT OF	BUDGET
	FY 2018	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
	BUDGET	3/31/2018	EXPENDED	COMPLETE	
Bond & Interest Payments	1,639,088	1,559,435	95.14%	50.00%	79,653
Leases (Fire Engine & Ambulance)	340,324	165,324	48.58%	50.00%	175,000
TOTAL EXPENSES	1,979,412	1,724,759	87.13%	50.00%	254,653

*Transfer takes place at the balance sheet level for the principal portion of the debt without affecting the income statement accounts.

City of Colleyville
Drainage Fee Fund Monthly Financial Report
As of 3/31/2018 - End of 50% of the Fiscal Year

DRAINAGE FEE FUND		ACTIVITY	
	FY 2017	FY 2017 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		3/31/2018	USED
Revenues	961,880	508,600	52.88%
Expenditures	1,481,362	388,054	26.20%
Revenues over expenditures	(519,482)	120,546	
Budgeted use of fund balance	519,482		
Revenues & use of fund balance over expenditures	-	120,546	

DRAINAGE FEE FUND		RECEIVED		AVERAGE ACTUAL	RECEIVED	
	FY 2018	FY 2018 YTD	PERCENT	YTD BALANCE	FY 2017 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS A PERCENT OF	AS OF	CHANGE OVER
		3/31/2018	RECEIVED	YEAR END BAL	3/31/2017	PRIOR YEAR
Drainage Revenues	950,880	491,159	51.65%	49.72%	483,818	1.52%
Other revenues (Interest, penalty,...)	11,000	17,441	158.55%	59.48%	3,369	417.67%
TOTAL REVENUES	961,880	508,600	52.88%	49.86%	487,187	4.40%

DRAINAGE FEE FUND		EXPENDED	PERCENT	PERCENT OF	BUDGET
	FY 2018	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING
	BUDGET	3/31/2018	EXPENDED	COMPLETE	
Personnel Services	424,005	202,853	47.84%	50.00%	221,152
Contractual Services	134,826	38,307	28.41%	50.00%	96,519
Supplies	47,957	10,258	21.39%	50.00%	37,699
Debt Service	124,574	117,605	94.41%	50.00%	6,969
Transfers to other funds	750,000	19,032	2.54%	50.00%	730,969
TOTAL EXPENSES	1,481,362	388,054	26.20%	50.00%	1,093,308



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9

Agenda Date 04/17/2018

Type Report

Department City Secretary

Title

Library Board Minutes - February 12, 2018

Zoning Board of Adjustment Minutes - January 9, 2018

Attachments

1. Library Board Minutes - February 12, 2018
2. Zoning Board of Adjustment Minutes - January 9, 2018



City of Colleyville

Colleyville Library Board MINUTES

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

Monday, February 12, 2018
6:00 p.m.

Colleyville Public Library
110 Main Street

1. CALL TO ORDER

Chair Kay Newton called the meeting of the Colleyville Library Board to order at 6:00 p.m.

Present Board members: Chairperson Kay Newton, Pat Jones, Molly Skinner, Merry Graves, Seanna Billinger, Cecilia Sublette, Mike Sexton, Ex-Officio Joan Roberts; City Staff: Library Director Mary Rodne, Library Community Events Coordinator Kristi Isbell, Architect Aaron Babcock

Absent Board members: Billie Tuttle, Gary McPherson

2. APPROVAL OF MINUTES

September 11, 2017

A motion was made by Molly Skinner and seconded by Seanna Billinger to approve the September 11, 2017 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Introduction of new Colleyville Board members

Chair Kay Newton requested board members to introduce themselves and provide background information.

3b Election of Chair and Vice-Chair

A motion was made by Kay Newton and seconded by Mike Sexton to nominate Molly Skinner for Chair of the Colleyville Library Board. A motion was made by Kay Newton and seconded by Mike Sexton to nominate Seanna Billinger as Vice-Chair of the Colleyville Library Board. The nominations were approved, as presented, with a unanimous vote.

3c Update on the Library Spatial Reconfiguration Project

Aaron Babcock, of Hidell and Associates Architects, gave an overview of the Colleyville Public Library Long-Range Plan and presented an update on the Library Spatial Reconfiguration Project. Babcock stated the Library Spatial Reconfiguration Project

would: 1) adjust collection allocation by decreasing the size of areas not circulating well and allowing more space for areas with a trend of high circulation, 2) reallocate space in order to have a variety of seating for patrons with different needs, and 3) adjust spacing and layout of the general floor plan to make navigation of the Library more user friendly

Babcock displayed and explained potential changes to the first floor including: new layout, different types of seating (booth, pod, lounge), mobile shelving, furniture adjustments to the first floor meeting room, increased signage and visual cues, carpet replacement, and additional lighting and electricity. Babcock displayed and explained potential changes to the second floor including: a new layout resulting in a Toddler Zone and a separate area for older kids with activity tables for each, expansion of the popular AWE computer collection, mobile tables and chairs, the addition of lounge seating in front of the meeting rooms, and increased lighting and electricity. Babcock also explained the update and relocation of the self-check machines and additional lighting in the meeting rooms.

Babcock stated that the proposed updates to the Library Spatial Reconfiguration Project would be presented to City Council on February 20, 2018 during the Worksession. Babcock explained the timing of the Project, with consideration to the bid process and the space needed for the Summer Reading Program, and the total Project cost estimate of \$530,000.00.

Mike Sexton questioned the source of funding for the Project. Mary Rodne explained that funding had already been approved in the FY2018 Colleyville Economic Development Corporation (CEDC) budget.

3d Review of Colleyville Library Board Bylaws

Director Mary Rodne stated that Library Board Bylaws were included, annually, for member review. Rodne reminded the Board of the importance of adhering to meeting attendance guidelines outlined in Section 2.6 and described the general frequency of Library Board meetings.

3e Update on cloudLibrary and the cloudLink

Rodne provided background information on the Library's digital material catalog from the first agreement with Overdrive to the current agreement with Biblioteka's cloudLibrary. Rodne explained that the cloudLink agreement has allowed libraries to share digital content with other libraries. Rodne stated the cloudLink agreement now includes 17 Texas public libraries and over 100,000 digital items. Rodne explained that, additionally, this agreement includes a "pay per use" feature that has increased the number of items included in our catalog without paying the full purchase price. Rodne referenced the Library's statistics regarding digital usage as an indicator of the popularity and increased usage of digital materials.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics:

Director Rodne provided an overview of the statistics for the months of September 2017 through January 2018.

B. Donations:

Rodne stated that the Library had received a total of \$4,287.31 in December 2017 and January 2018. In December, the Library received \$100.00 from James and Sharon Schide; \$52.31 from the Friends of the Colleyville Public Library; \$200.00 from William and Nancy Bowen; \$100.00 from David and Pam Brandt; and, \$1000.00 from Jerome Obinabo. In January, the Library received \$500.00 from the Friends of the Colleyville Public Library for Summer Reading 2018 Grand Prizes; \$1,000.00 from Ann Maddux for e-Audio or CD Books; \$335.00 from a local book club; and, \$1,000.00 from the Colleyville Lions Club for the purchase of large print fiction.

C. Programs:

Rodne provided an update on the Pete the Cat themed Winter Reading Program which would include incentives for Story Time attendance and checking out books. Rodne gave introductory details for the upcoming dinosaur-themed Summer Reading Program and stated that performers had been booked for the full Program.

4b Friends of the Colleyville Public Library Report

President Joan Roberts provided an introduction to the mission of the Friends of the Colleyville Public Library. Roberts explained their fundraising efforts through the collection and resale of donated books and that funds raised support Library programs and the Reconfiguration Project. Roberts stated that the annual Friends Book Sale had been scheduled for April 28, 2018, in addition to two sales scheduled onsite of the new Colleyville Farmers' Market.

4c Colleyville Public Library Foundation Report

President Pat Jones provided an introduction to the mission of the Colleyville Library Foundation with recognition of the Glaser Family Foundation for their 15 years of support of the Summer Reading Program; the Foundation's participation in the North Texas Giving Day; and, the Foundation's participation in Amazon Smile.

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

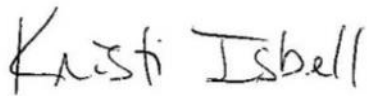
There were no citizen comments/presentations regarding items not on the agenda.

6. ADJOURNMENT

A motion was made by Joan Roberts and seconded by Kay Newton to adjourn the meeting of the Colleyville Library Board at 7:40 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 9th DAY OF April, 2018.

Minutes taken and prepared by:

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

*Kristi Isbell
Library Community Events Coordinator*



City of Colleyville Zoning Board of Adjustment Minutes

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

Tuesday, January 9, 2018

City Council Chambers

CALL TO ORDER

The Zoning Board of Adjustment meeting of the City of Colleyville was called to order by Board member McNosky on January 9, 2018 at 7:00 p.m.

Roll Call

Present: Board members Dee Kamerman, Wayne Maynard, Dee McNosky, Richard Vallario, Raymond Allee, Kimberly Holt, and Michael Deakin

Staff Present: Felix Landry and Araceli Botello

1. APPROVAL OF MINUTES

Board member Maynard made a motion to approve the December 12, 2017 minutes. Board member Vallario seconded.

The motion to approve carried by the following vote:

Aye: 5 – Vallario, Kamerman, Maynard, McNosky, and Allee
Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Request for a variance to certain provisions of Section 3.29-Parking Requirements of the Land Development Code, specifically a variance to the minimum number of off-street parking spaces on Tract 3C01A, Abstract 936, in the Absalom J Lott Survey, located at 6607 Colleyville Boulevard, Case VC17-013

Felix Landry presented the case and briefed the Board.

The public hearing was opened at 7:08 p.m.

The applicant, David Coley, 8116 Chamizal Drive, Fort Worth, came forward and briefed the board. He indicated only about 1,800 square

feet will be used for general office with the remaining area to house the dogs.

Board Member Maynard questioned the applicant if he is the tenant of the building. The applicant replied that he is not the tenant.

Board Member Maynard questioned staff regarding the tenant of the subject property. The tenant, Christine Goeyvaerts, 6607 Colleyville Blvd, came forward and verified that she is the tenant.

There being no one else wishing to speak, the public hearing was closed at 7:09 p.m.

Board member Maynard made a motion to approve Case VC17-013 with the condition that the variance is granted to the current tenant, Christine Goeyvaerts, and terminates with a change of tenant. Board member Kamerman seconded.

The motion to approve case VC17-013 was carried by the following vote:

Aye: 4 – Kamerman, Maynard, McNosky, and Allee

Nay: 1 – Vallario

3. ADJOURNMENT

The meeting adjourned at 7:10 p.m.

Minutes were written and prepared by:



Araceli Botello

Planning Technician

The meeting minutes were approved on April 10, 2018, by a vote of 5-0.

RESOLUTION R-18-4256

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
APRIL 17, 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 17TH 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