



City of Colleyville City Council Agenda

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

Tuesday, January 15, 2019

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM - THIRD FLOOR

CALL TO ORDER

- WS-1** Discussion of an Interlocal Agreement for Heritage Avenue signalization
- WS-2** Discussion of Cheek-Sparger Road shoulder improvements and alignment
- WS-3** Discussion of food and alcohol regulations
- WS-4** Discussion of the January 15, 2019, 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 SH26

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

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

INVOCATION: Pastor Dale Molden, First Baptist

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-19-4344**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
 - Announcements of civic and charitable events**
 - Presentation of calendar events and updates**
 - Announcements of awards and recognition**
- 4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-19-4345**
 - 4a** Approval of a professional services agreement with Freese and Nichols, Inc., in an amount not to exceed \$181,268, for the design of the Roberts Road Reconstruction Project, and authorizing the City Manager to execute the agreement
- 5. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 5a Ordinance O-18-2072**

Consideration of amendments to the Colleyville Code of Ordinances, Chapters 2 and 86, related to telecommunications providers
- 6. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 6a Ordinance O-19-2073**

Consideration of amendments to the Land Development Code, specifically Chapter 5 – Tree Preservation
 - 6b Ordinance O-19-2074**

Consideration of amendments to the Land Development Code, specifically Chapter 7 – Sign Regulations
- 7. RESOLUTION(S): READING AND PUBLIC HEARING**
 - 7a Resolution R-19-4346**

Approval of a resolution calling a General Election for the purpose of electing a Mayor and City Councilmembers to Place 1 and Place 2

7b Resolution R-19-4347

Consideration of a Replat for Tract 2A01, 3C, & 3C7, Abstract 963, in the Absalom J Lott Survey and Lot 1R2R, Block 1, of the West Industrial Addition, located at 6525 and 6703 Colleyville Boulevard, Case PC18-015

8. TABLED: RESOLUTION(S) READING AND PUBLIC HEARING**8a Resolution R-18-4294**

Consideration of a final plat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, located at 105 and 103 John McCain Road and 7189 Cast Iron Forest Trail, Case PC17-004

9. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JANUARY 15, 2019 - READING AND PUBLIC HEARING - RESOLUTION R-19-4348****11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, January 11, 2019 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
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Agenda Number WS-1

Agenda Date 01/15/2019

Type Presentation and Discussion

Department City Manager

Title

Discussion of an Interlocal Agreement for Heritage Avenue signalization

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

The cities of Euless, Bedford and Colleyville are working with Tarrant County on enhancements to the intersection of Heritage Avenue and Cheek-Sparger Road. Each of the entities has expressed interest in participating in the signalization of the intersection. After an initial \$50,000 investment by Euless, each of the four participants will equally share in the signalization of the intersection. The project is estimated to cost \$250,000 for construction. The parties have also agreed to share the cost of project design engineering.

Attachments

1. Presentation
2. Heritage-Cheek-Sparger Interlocal Agreement

Intersection of Cheek-Sparger Road And Heritage Avenue Presentation and Discussion

City Council Worksession
January 15, 2019

Intersection of Cheek-Sparger Road and Heritage Avenue

Birds Eye View of Cheek-Sparger Road and Heritage Avenue



Intersection of Cheek-Sparger Road and Heritage Avenue



**On Cheek-Sparger Road, looking
East toward intersection.**



**On Cheek-Sparger Road, looking
West toward intersection.**

Intersection of Cheek-Sparger Road and Heritage Avenue

On Heritage Avenue, looking South toward intersection/Cheek-Sparger Road.



Questions and Discussion

INTERLOCAL AGREEMENT

BY AND AMONG THE CITY OF EULESS, THE CITY OF BEDFORD, THE CITY OF COLLEYVILLE, AND TARRANT COUNTY TEXAS

This Agreement is entered into by the City of Euless (“Euless”), the City of Bedford (“Bedford”), the City of Colleyville (“Colleyville”), and Tarrant County, Texas (“Tarrant”) (collectively referred to as the “Parties”), in accordance with the terms of the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, The Texas Legislature has authorized the formation of interlocal cooperation agreements between and among local governmental entities; and

WHEREAS, Each of the Parties to this Agreement are units of “local government” as that term is defined by Texas Government Code §791.003 and, as such, are entitled to enter into this Agreement; and

WHEREAS, The Parties desire to participate in the joint design and construction of a traffic signal for the intersection of Heritage Avenue and Cheek Sparger Road located in Tarrant County, Texas (hereinafter, the “Project”); and

WHEREAS, The Parties desire to share and allocate the costs of the Project in accordance with the terms set out in this Agreement; and

WHEREAS, The governing bodies of each Party to this Agreement finds that the Project is necessary for the benefit of the public in order to facilitate the efficient and effective management of vehicle and pedestrian traffic through and on the public roads located in their jurisdictions;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants set out herein, the Parties hereto agree as follows:

I. PURPOSE

The purpose of this Agreement is to designate a fiscal agent for the Project and to allocate the costs to be incurred by the Project among the Parties to this Agreement in the manner herein described.

II. TERM AND TERMINATION

This Agreement shall commence on the last date of signature hereto and shall remain in effect until completion of the Project (“Expiration Date”). Completion of the Project means that construction of the Project has been completed and all costs and expenses of the Project have been fully paid and full reimbursements of such costs have been made to the Party incurring same in accordance with this Agreement. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated only upon any one or more of the following events:

- a. by written mutual agreement of all Parties; or
- b. by any Party, after thirty (30) days written notice to the other Parties, if for any reason funds are not expressly and specifically allocated to cover that Party’s prospective obligations under this Agreement in its approved budget in any fiscal year subsequent to the current fiscal year ending September 30, 2019; 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 allocated for the Project under an existing approved budget; or
- c. by any Party in the event the another 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. by any Party if, though not fault of that Party, no work is performed on the Project for any period of six (6) consecutive months following the Effective Date of this of the Agreement.

III. AMENDMENT

This Agreement may be amended at any time by written agreement signed by the Parties.

IV. AGREEMENT

Pursuant to Chapter 791 of the Texas Government Code:

- a. The Parties anticipate the total costs for the Project will not exceed \$250,000.00; in the event any Party reasonably believes the total costs for the Project will exceed this amount, the Parties will promptly confer and agree in writing upon a new not to exceed amount for the Project costs.
- b. The Parties hereby agree to share the total costs for the Project as follows:
 - i. The first \$50,000 shall be paid by Eules from Project escrow contributed by developer.
 - ii. All Project costs incurred after the initial \$50,000 will be split equally (i.e. 25% per Party) among the Parties.
- c. Eules shall serve as the fiscal agent of the Parties for purposes of the Project. Eules will review, approve and pay the bills incurred by the Project and will then bill the other Parties for their respective shares. All Parties are entitled to request a copy of any bill for review, prior to or following Eules' payment of the same; provided that no Party may unreasonably delay timely payment of any bill approved for payment by Eules.
- d. Bedford and Colleyville will appoint a representative that will be responsible for reviewing the design and approving location and placement of equipment within their respective right of way.
- e. Bedford agrees to operate and maintain the traffic signal upon completion at their sole cost.
- f. Eules will employ an appropriate, qualified engineering firm to accomplish the design of the Project, to assist as necessary in the preparation of any required public procurement documentation and process and to provide oversight of the actual construction of the Project. The Parties expressly agree that Eules will be solely responsible for all construction administration in connection with the Project.

V. LIABILITY

Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties hereto other than claims for which the Texas Tort Claims Act may impose liability.

VI. NON-DISCRIMINATION

The Parties, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of their age, gender, race, religion, color or national origin, nor will the Parties

permit their agents, employees, subcontractors or participants to engage in such discrimination.

VII. COMPLIANCE WITH LAWS

The Parties to this Agreement hereby agree to abide by and obey all applicable local, state and federal laws and requirements that apply to their respective procurement policies. It is specifically understood and agreed that all legal requirements for competitive bidding which are or may become applicable to any of the Parties shall be complied with by whichever Party is handling the preparation and processing of any and all Requests for Proposals.

VIII. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the Parties. Any supplemental agreements must be evidenced in writing, approved and executed in the same manner as this Agreement.

IX. SEVERABILITY

Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

X. ASSIGNMENT

No Party may assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of all of the other Parties.

XI. NO OTHER OBLIGATIONS CREATED

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 parties not signatories hereto.

XII. IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, that the Parties, either individually or jointly, do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

XIII. NOTICES

Any notice given pursuant to this Agreement shall be given either in writing and delivered or mailed by Certified or Registered United States Mail, addressed as follows or to the email address listed below:

If to the City of Euless:

If to the City of Bedford:

If to the City of Colleyville:

If to Tarrant County:

The designation of the person to whom and the place to which notices are to be mailed or delivered may be changed from time to time by any Party by giving notice to all other Parties.

XIV. AUTHORITY

The undersigned officers are properly authorized to execute this Agreement on behalf of the Parties, and each Party certifies to the others that any necessary resolutions or ordinances extending such authority have been duly passed and are now in full force and effect.

XV. CURRENT FUNDING

The Parties agree that the Parties paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying Party.

XVI. DISPUTE RESOLUTION

The Parties agree that, prior to any Party instituting any lawsuit or other formal legal proceeding arising from a dispute relating to this Agreement, the affected Parties will first undertake the following: (a) a written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Parties, which notice shall request a written response to be delivered to the dissatisfied Party not less than five (5) days after receipt of the notice of dispute; (b) if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Parties whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute; and (3) if those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

XVII. SIGNATURES

This Agreement may be executed by the Parties in multiple counterparts and when attached to the Agreement, shall constitute the full and complete Agreement among the Parties hereto.

EXECUTED by the individual Parties on the dates of their respective signatures.

City of Euless

By: _____
Name: _____
Title: _____
Date: _____

City of Colleyville

By: _____
Name: _____
Title: _____
Date: _____

City of Bedford

By: _____
Name: _____
Title: _____
Date: _____

Tarrant County

By: _____
Name: _____
Title: _____
Date: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-2
Type Worksession
Department Engineering

Agenda Date 01/15/2019

Title

Discussion of Cheek-Sparger Road shoulder improvements and alignment

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Staff initially presented the Cheek-Sparger Highway Safety Improvement Program (HSIP) grant funded project during the August 7, 2018 City Council work session. Subsequent to the work session, a professional services agreement for design services was authorized by Council on August 21, 2018 and an Advanced Funding Agreement with TXDOT on September 18, 2018. The estimated cost of the project is \$3,145,061. Costs will be allocated based on 90% federal funding and 10% local funding. Local participation, including engineering services, is estimated at \$563,294.

The Base Requirements for the (HSIP) grant funded project include an asphalt street section with shoulders, concrete curbs and gutters, and a storm drain system. These requirements would be considered a complete reconstruction of the roadway as per TXDOT standards.

This presentation and discussion will provide an update reflecting information regarding right of way requirements and the impact the road alignment and the placement of the sidewalk, on either the north or south side of the road, will have on trees in the corridor, as indicated in the chart below.

IMPACTED TREES						
ALIGNMENT	ROADWAY	NORTH SIDEWALK	SOUTH SIDEWALK	ROADWAY +N SW	ROADWAY +S SW	ROADWAY +NSW + S SW
NORTH (YELLOW/BLUE)	43	16	22	59	65	81
SOUTH (GREEN/BLUE)	63	4	11	67	74	78

In addition, staff has obtained the crash statistics from the Colleyville Police and Fire Department from 2012 through 2018. The data indicates there were a total of 43 crash related vehicular incidents along the section of Cheek-Sparger Road from San Bar Lane to Brown Trail. Incidents that did **not** result in injury were 22 and incidents that **did** result in injury were 21, of which 3 individuals were transported.

Staff is seeking direction from council as to the preference of the road alignment as well as the placement of the required sidewalk on either the north or south side of the road.

Attachments

1. Presentation



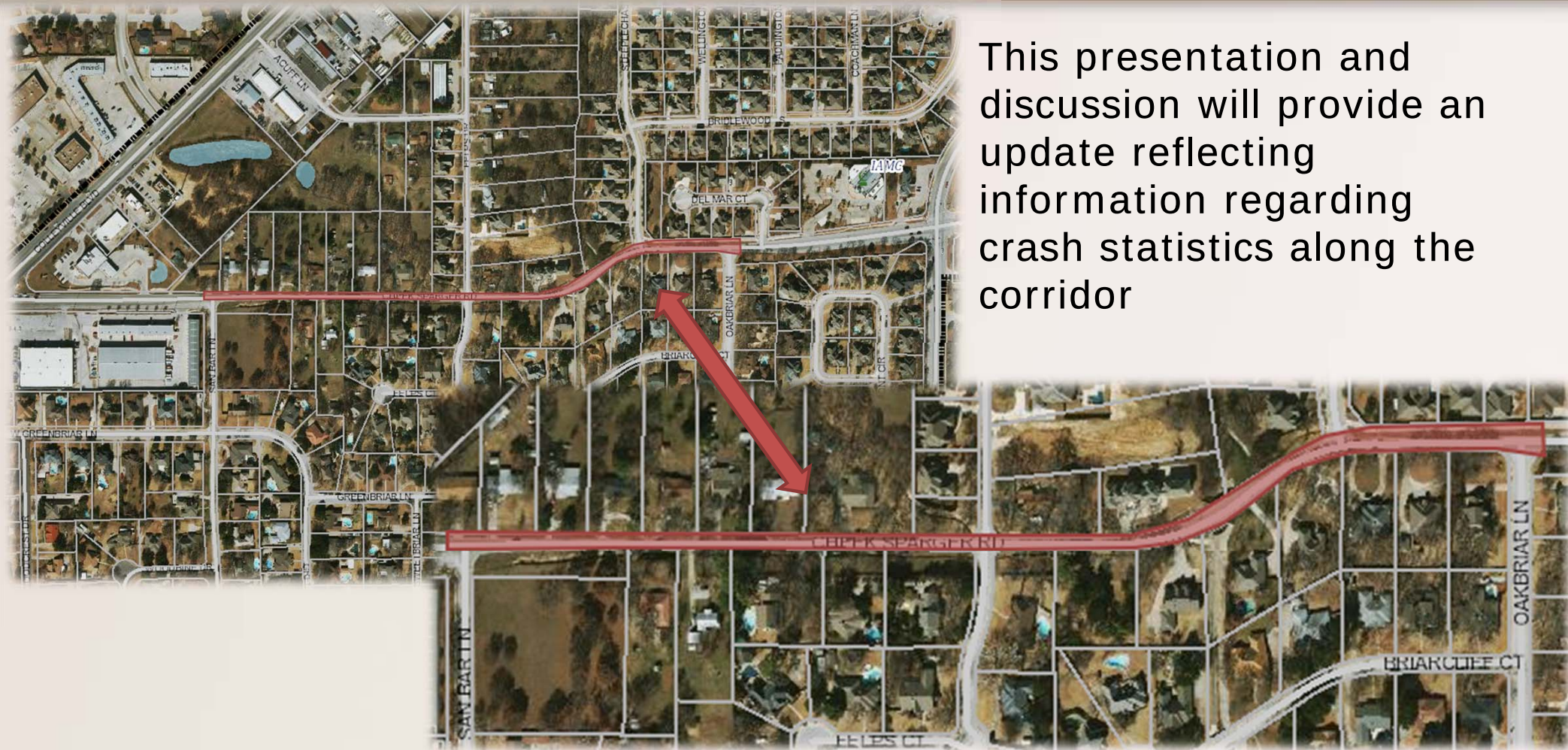
Cheek-Sparger Road (San Bar Lane to Oakbriar Lane) Presentation and Discussion

**City Council Worksession
January 15, 2019**

WS-2 Cheek-Sparger (San Bar to Oakbriar)



This presentation and discussion will provide an update reflecting information regarding crash statistics along the corridor



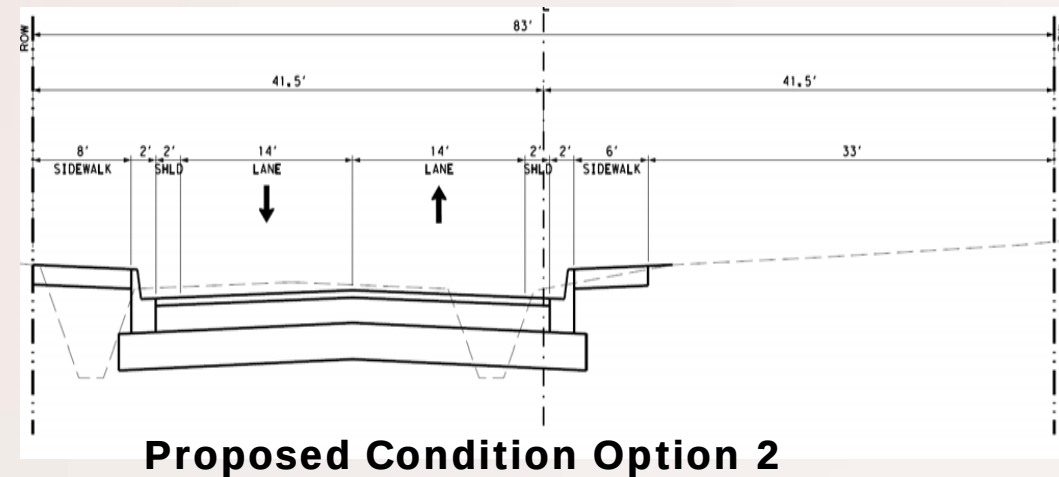
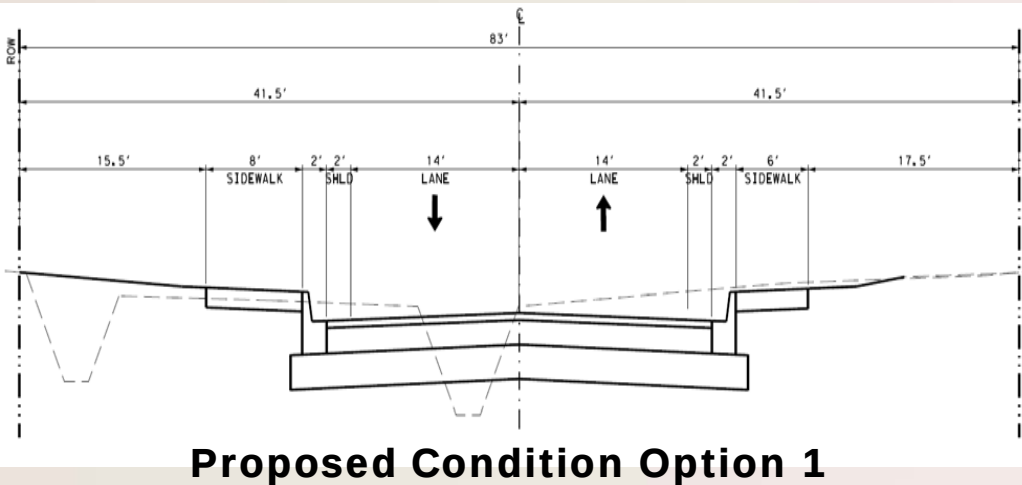
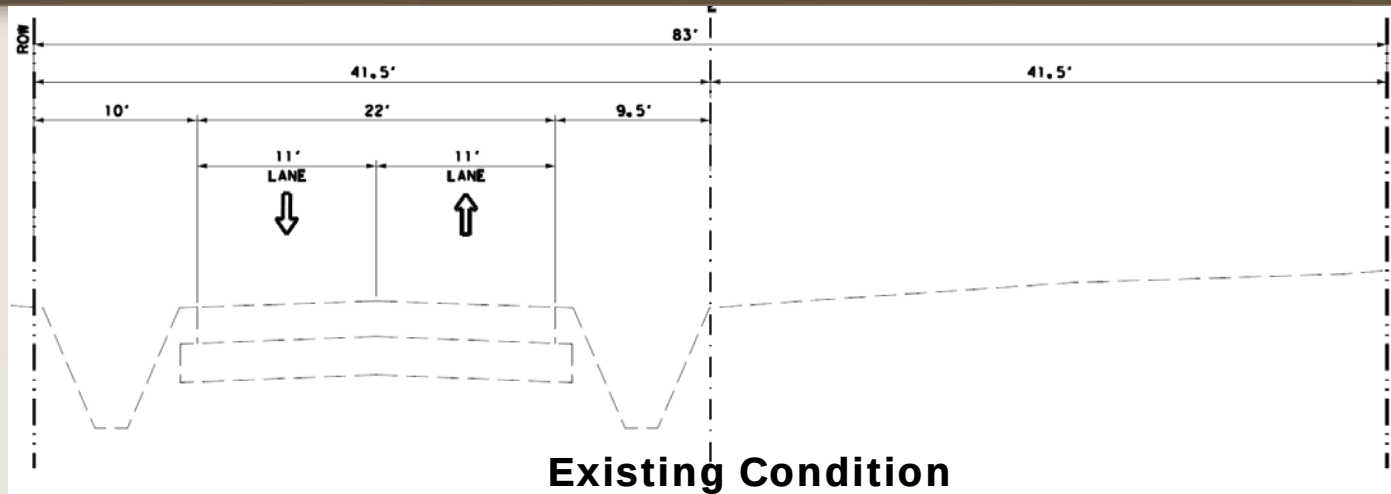
WS-2 Cheek-Sparger (San Bar to Oakbriar)



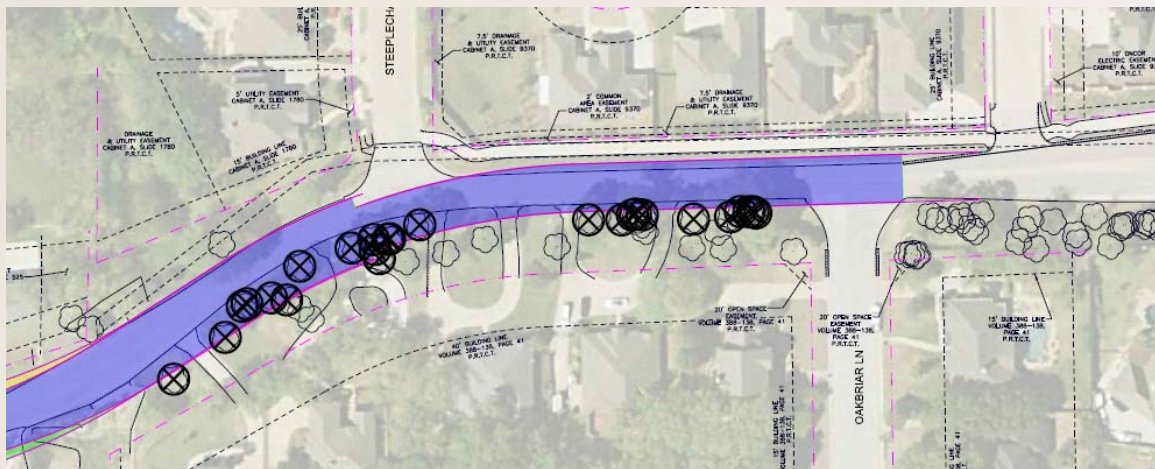
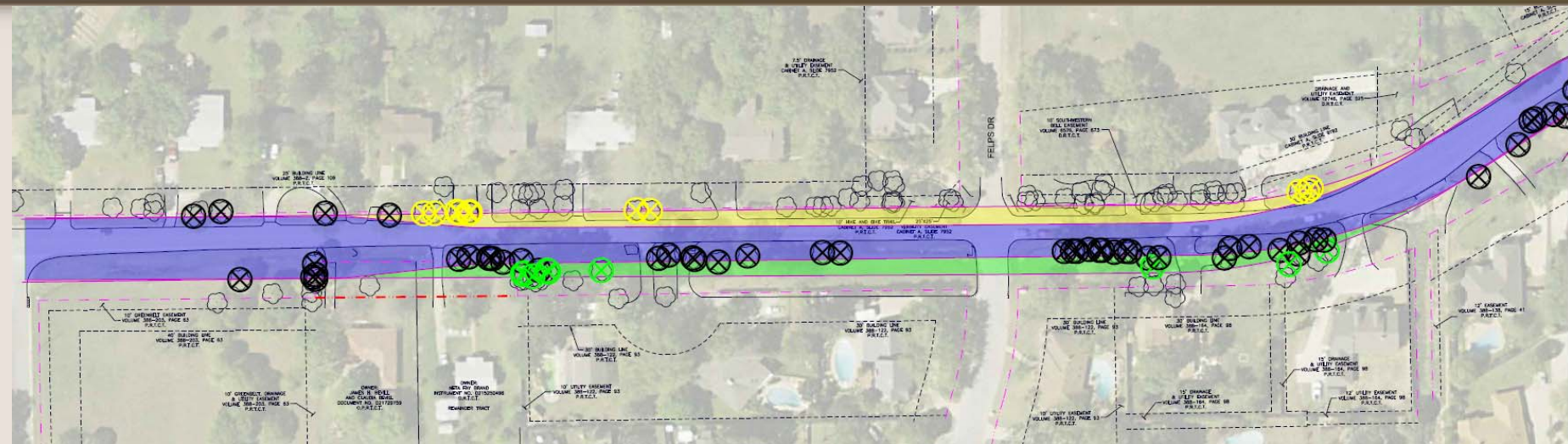
Project Information

- Full reconstruction and adding of shoulders along Cheek-Sparger from San Bar to Oakbriar Lane
- Awarded funding based upon a grant application for TxDOT's Highway Safety Improvement Program (HSIP)
- Design to begin fall 2018
- Construction in 2019
- HSIP requires TxDOT design review and construction administration
- Certain improvements required as condition of the grant (shoulders, curb and gutter, sidewalk on one side, guardrail replacement, etc.)

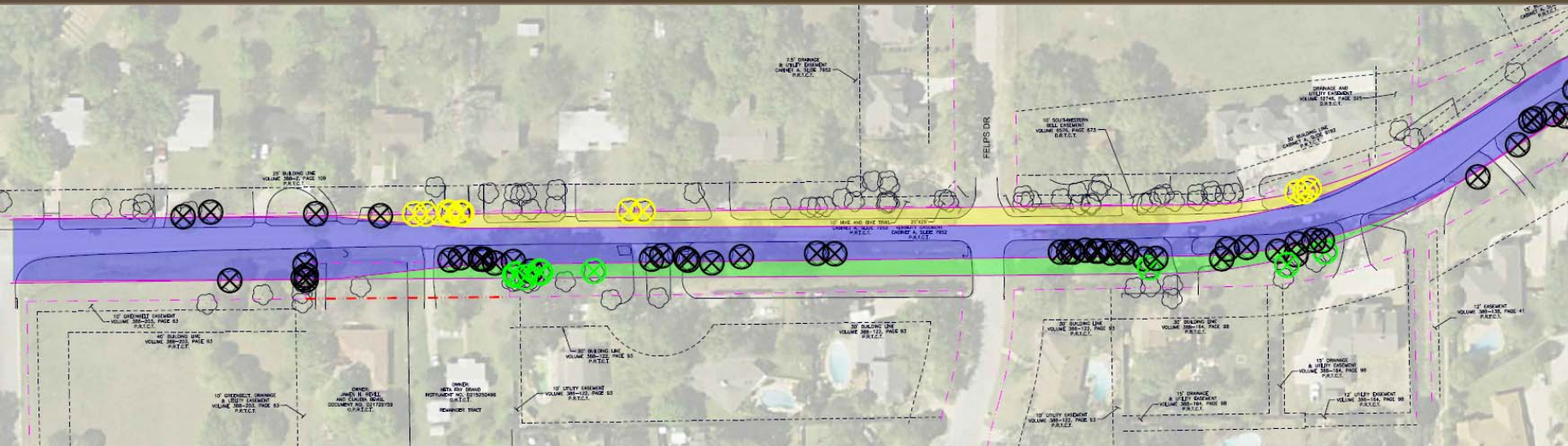
WS-2 Cheek-Sparger Options 1 & 2



WS-2 Cheek-Sparger (San Bar to Oakbriar)



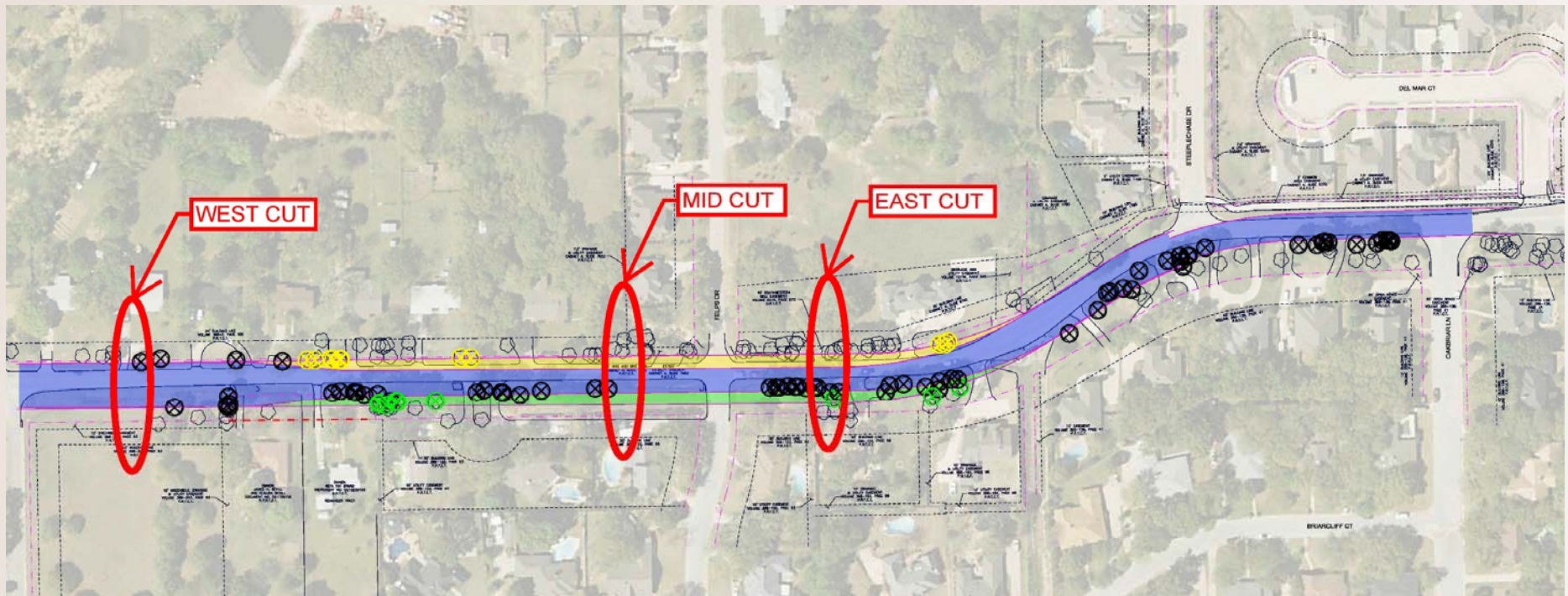
WS-2 Cheek-Sparger (San Bar to Oakbriar)



IMPACTED TREES

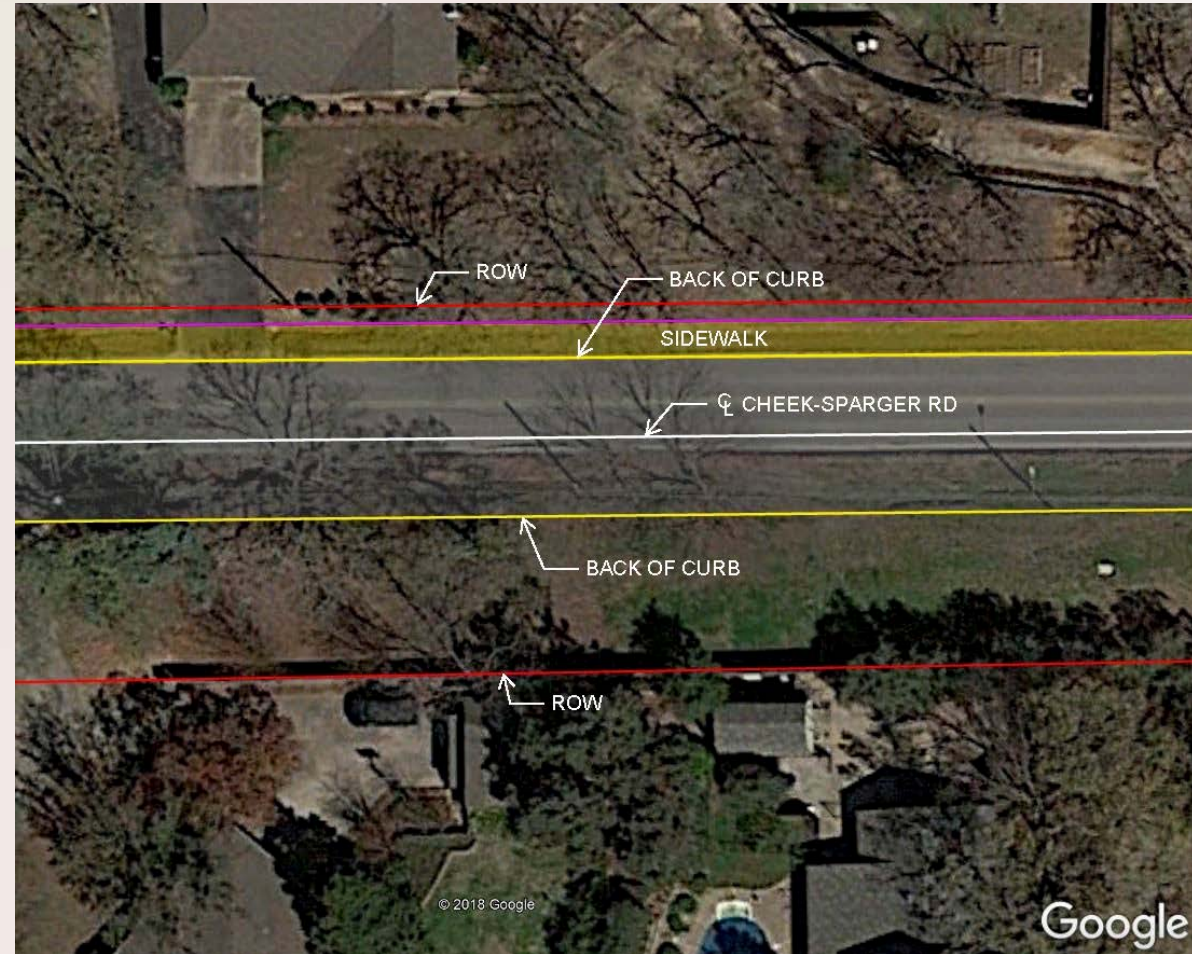
ALIGNMENT	ROADWAY	NORTH SIDEWALK	SOUTH SIDEWALK	ROADWAY + N SW	ROADWAY + S SW	ROADWAY + N SW + S SW
NORTH (YELLOW/BLUE)	43	16	22	59	65	81
SOUTH (GREEN/BLUE)	63	4	11	67	74	78

WS-2 Cheek-Sparger (San Bar to Oakbriar)

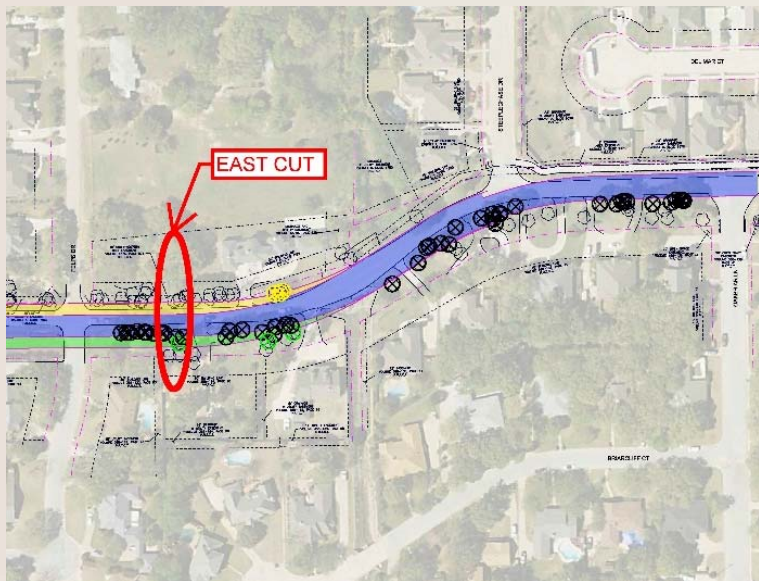


Section Cuts

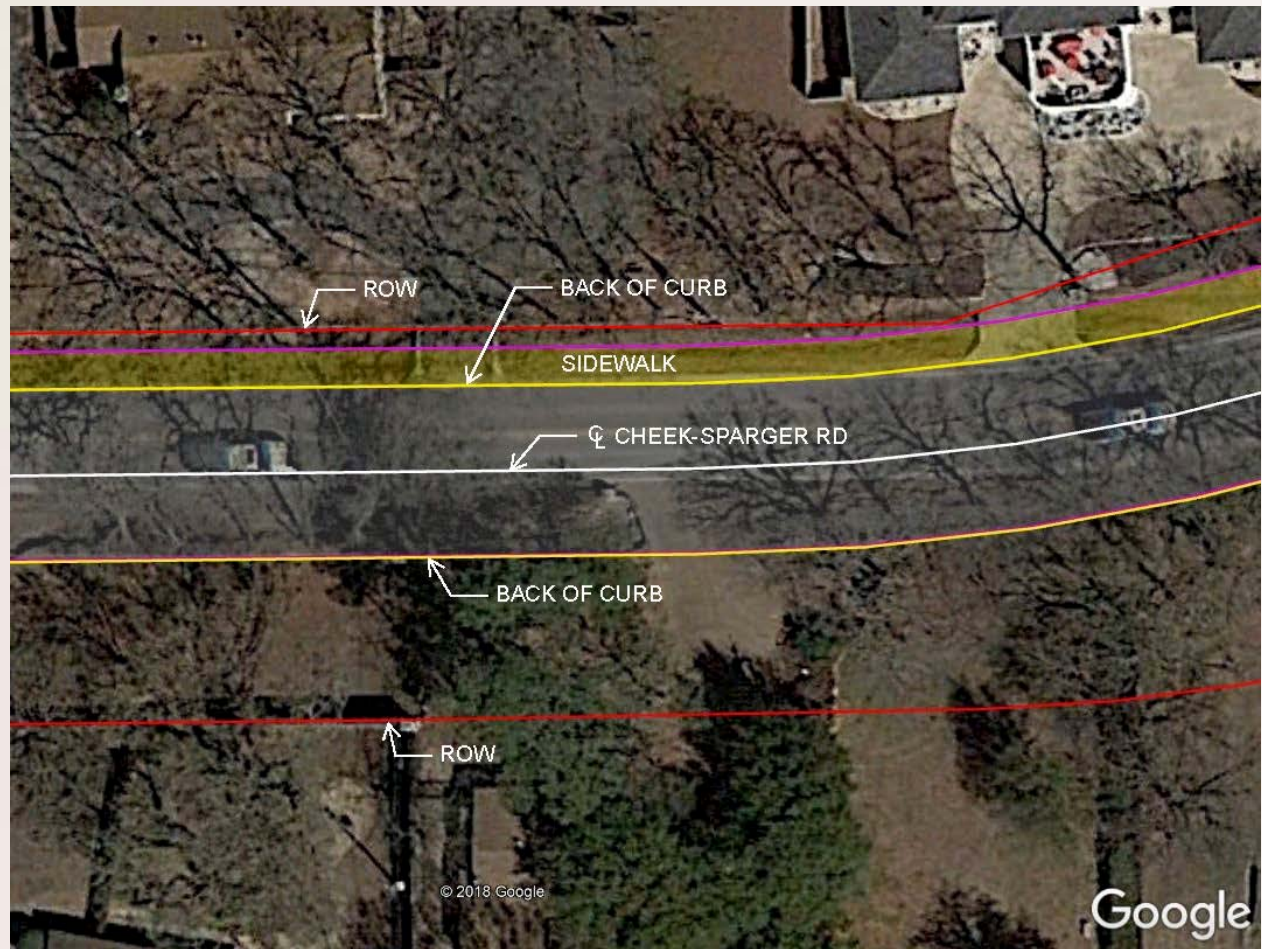




WS-2 Cheek-Sparger (San Bar to Oakbriar)



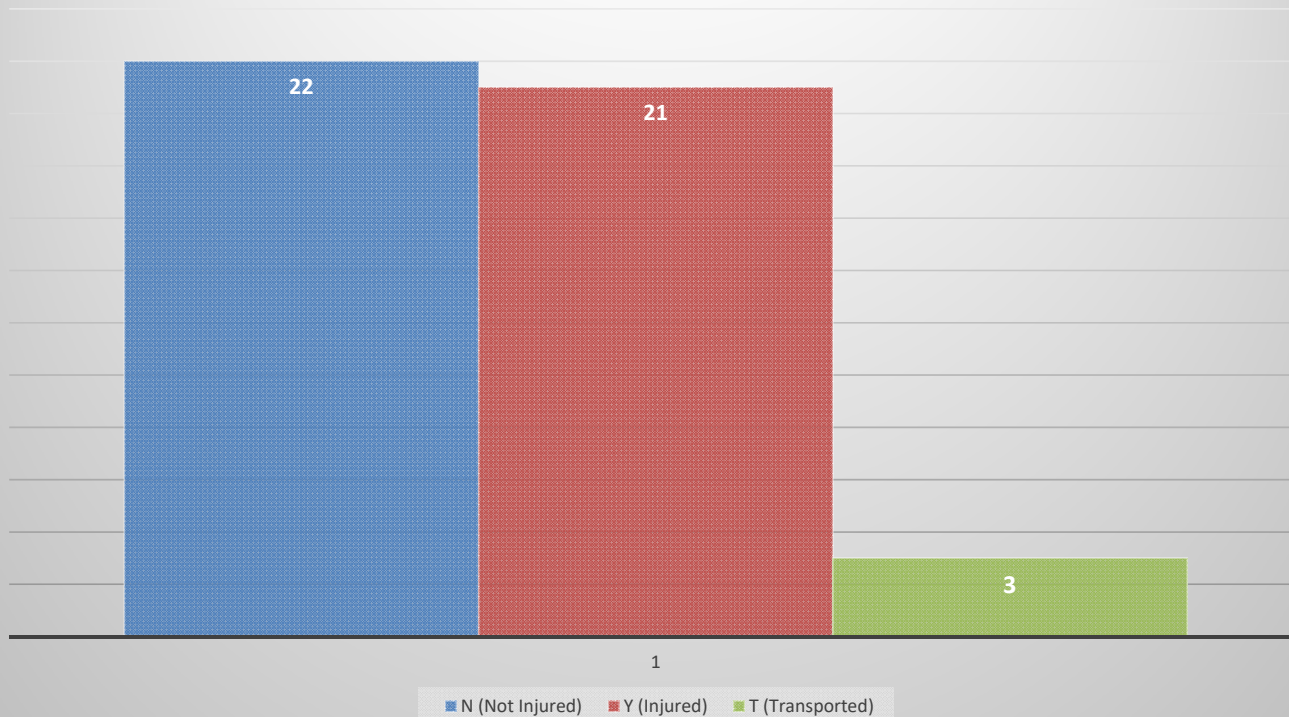
East Cut
(North Alignment)



WS-2 Cheek-Sparger (San Bar to Oakbriar)



**Crash Total Cheek-Sparger Road
San Bar Lane to Brown Trail
2012 to 2018**



From 2012 through 2018 the Colleyville Police Department reported a total of 43 crash related vehicular incidents on Cheek-Sparger Road from San Bar Lane to Brown Trail

- 22 did **not** result in injury
- 21 **resulted** in injury with 3 individuals being transported

Questions and Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 01/15/2019

Type Worksession

Department Economic Development

Title

Discussion of food and alcohol regulations

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Staff will present information on the City's food-to-alcohol ratio regulations and potential options to consider going forward. This item was briefly discussed at the Dec. 18, 2018, worksession. The attached presentation provides ordinance numbers and dates of neighboring cities' regulations.

Attachments

1. Food and Alcohol Regulations Presentation

Worksession: Food-to-Alcohol Ratio

January 15, 2019

Food-to-Alcohol Ratio

Current Conditions for On-Premise Consumption

- Colleyville Municipal Code of Ordinances Section 6.5 – “Alcohol sales must be incidental to the sale of food defined as 60% of gross receipts from non-alcohol sales”
- Alcoholic beverage sale for on premise consumption requires an SUP (i.e. a restaurant can’t sell alcohol without an SUP)
- Restaurants also must receive a permit from the TABC
- Restaurants submit quarterly report to City Secretary
- No definition for bar(s)

The logo for municode, featuring the word "municode" in a blue, lowercase, sans-serif font. Below the text is a red horizontal line with a small blue star in the center.

Food-to-Alcohol Ratio

Options to Consider

SUP

- Continue SUP for all alcohol sales for on-premise consumption

Restaurant

- Amend Section 6.5 to reduce the food-to-alcohol ratio

Bar

- Add a definition of bar(s) to Schedule of Permitted Uses in Chapter 3 of the LDC; require an SUP; define zoning categories; and carve out from Section 6.5 (i.e. wine bar, tasting room, distillery, brewery, etc.)

Food-to-Alcohol Ratio

Neighboring Cites

- Southlake (Ord. 907A, Feb. 16, 2016)
 - Restaurant – alcohol sales 75% or less
 - Bar/tavern – alcohol sales 75% or greater
- Grapevine (Ord. 85-39, Aug. 20, 1985)
 - Restaurant – alcohol/food 50/50
 - Exception allows for wineries, breweries, distilleries with tasting rooms
- Euless (Ord. 1133, March 22, 1994)
 - Alcohol sales 50/50
- North Richland Hills (Ord 2752, Nov. 24, 2003)
 - Alcohol 75% or less permitted; 75% or more requires permit from P&Z
- Keller (Ord. 699, April 20, 1993)
 - Alcohol sales 75% or less



Food-to-Alcohol Ratio

Why consider a change?

- Competition for same tenants as neighbors
- Missed or unknown opportunities
- Provide places for residents to frequent in Colleyville
- Additional non-property tax revenue



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-4

Agenda Date 01/15/2019

Type Worksession

Department City Secretary

Title

Discussion of the January 15, 2019, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
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Agenda Number
Type Executive Session
Department City Secretary

Agenda Date 01/15/2019

Number 1

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 SH26

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

RESOLUTION R-19-4344

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JANUARY 15, 2019**

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 15TH DAY OF JANUARY 2019.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

RESOLUTION R-19-4345

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 15, 2019**

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 a professional services agreement with Freese and Nichols, Inc., in an amount not to exceed \$181,268, for the design of the Roberts Road Reconstruction Project, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 15TH DAY OF JANUARY 2019.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

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 4a
Type Resolution
Department Engineering

Agenda Date 01/15/2019

Number Resolution R-19-4345

Title

Approval of a professional services agreement with Freese and Nichols, Inc., in an amount not to exceed \$181,268, for the design of the Roberts Road Reconstruction Project, and authorizing the City Manager to execute the agreement

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Reading

In September of 2018, City Council approved the 2019-2023 Capital Improvement Program by Resolution R-18-4305, which included the design of Roberts Road. The construction of the improvements are scheduled for fiscal year 2020.

The Roberts Road reconstruction improvements extend from Glade Road to City Limits.

The City recently completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 53 submittals from various Professional Engineering Firms. Based on a review of the 53 submitted Statements of Qualifications as well as an interview with the firm, staff is recommending the use of Freese and Nichols for the design of this project.

Financial Impact

This item is provided for in the FY2019 budget.

Recommendation

Approve

Attachments

1. Professional Services Agreement
2. Presentation
3. List of Consultants
4. Resolution R-18-4305
5. Form 1295
6. Form CIQ

**PROFESSIONAL SERVICES AGREEMENT
ROBERTS ROAD FROM GLADE ROAD TO CITY LIMITS**

This Professional Services Agreement (“Agreement”) is made by and between the City of Colleyville (“City”), and Freese and Nichols, Inc. (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by City, Professional agrees to provide to City the professional services for Roberts Road from Glade Road to City Limits (“Project”) as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (“the Scope of Services”).

Section 2. Term of Agreement

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

Section 3. Professional Obligations

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

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

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

Section 4. Payment

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit “A,” attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Professional, by City, shall be based on invoices submitted by Professional for work performed monthly by City, less any previous payments, and shall be paid within 30 days of receipt of invoice by City.

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit “A”, which shall not exceed One Hundred Eighty-One Thousand Two Hundred Sixty-Eight Dollars (\$181,268) City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

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

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

Section 6. Time for Performance

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

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

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

Section 7. Documents

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

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

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

Section 8. Termination

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

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

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

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

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

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

- (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
- (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
- (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

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

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

Section 12. Indemnification.

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

Section 13. Assignment

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

Section 14. Applicable Laws

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

Section 15. Default of Professional

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

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

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

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

Section 19. Severability.

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

Section 20. Independent Contractor.

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

Section 21. Right-Of-Access.

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

Section 22. Notice.

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

If to City: Jerry Ducay, City Manager
City of Colleyville
1000 Colleyville Road
Colleyville, Texas 75077

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

If to Professional: John F. Dewar, P.E., S.E.
Principal and Vice-President
Freese and Nichols, Inc.
4055 International Plaza, Suite 200
Fort Worth, TX 76109

Section 23. Counterparts.

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

Section 24. Exhibits.

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

Section 25. Survival of Obligations.

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

Section 26. Authorization.

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

Section 27. Successors and Assigns.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

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

(Signature page to follow)

EXECUTED in duplicate originals this the ____ day of _____, 20__.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Duca, City Manager

APPROVED AS TO FORM:

By: _____
Whitt L. Wyatt, City Attorney
(FORM:Rev8.2018:102126)

EXECUTED in duplicate originals this the ____ day of _____, 20__.

FREESE AND NICHOLS, INC.

By:  _____
Name: John F. Dewar, P.E., S.E.

Title: Principal and Vice President



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November 30, 2018

Exhibit A - Scope of Services

Robert Saucedo, PE
City Engineer
City of Colleyville
100 Main St
Colleyville, TX 76034

Re: Roberts Road from Glade Road to City Limits

Dear Mr. Saucedo:

We are pleased to submit a proposal for the Roberts Road project from Glade Road extending north to the City limits. We understand the scope to be widening of Roberts Road to 31 feet back-of-curb to back-of curb with addition of turn lanes both at the approach to Glade Road as well as on Glade Road. A summary of our proposed services is as follows:

Basic Services	Cost
Project Administration (Status Reports, Meetings, Utility Coordination)	\$11,199
Design Phase	\$116,625
Bid Phase	\$5,934
Construction Phase	\$13,702
Basic Services Subtotal	\$147,460
Special Services	
Public Meeting	\$4,440
Environmental	\$7,604
Topographic Survey – Sub 1519, LLC	\$17,969
ROW Documents (2) – Sub 1519, LLC	\$2,760
TDLR Registration, Review and Inspection	\$1,035
Special Services Subtotal	\$33,808
Grand Total	\$181,268

We appreciate the opportunity and look forward to continuing to work with the City of Colleyville.

Sincerely,

Alex Garcia, PE, PTOE
Project Manager

John Dewar, P.E., S.E.
Principal & Vice-President

Attachments included in this Exhibit A (Scope of Services)
Scope, Fee, Exhibit, Opinion of Probable Cost, Design Project Schedule

EXHIBIT A
to the Professional Services Agreement
Scope of Services for
Roberts Road from Glade Road to Birch Avenue

Project Understanding:

The City plans to reconstruct Roberts Road from Glade Road to the City Limits near Birch Avenue (approximately 2,300 linear feet). Roberts Road is classified as a minor collector which would be a 31' back-to-back concrete roadway section according to city standards, however, the typical section may need to deviate due to site constraints. The project will be locally funded and may require some property acquisitions.

Basic Services

A. General

a. Project Administration

- i. Prepare monthly invoicing to City. Status report will not be required.
- ii. Attend design kickoff meetings with City.
- iii. Progress meetings will be held at the 30% and 60% submittal. Meetings at 90 and Final may also be held at City's request.
- iv. Up to an additional two (2) other general design coordination meetings as required are included in this Scope of Services.

b. Data Collection

- i. Obtain as-built drawings from City regarding existing roadway and utility features.
- ii. Attend preliminary site visit to review project site elements and constraints

B. Plan Set Development

a. A set of construction drawings containing the following sheets will be prepared:

- i. Cover Sheet
- ii. Index
- iii. Project Layout
- iv. Typical Sections
- v. Construction Phasing (*Phasing only, not detailed traffic control layout*)
- vi. Survey Control
- vii. Horizontal/Vertical Control
- viii. Alignment Data
- ix. Plan and profile sheets
- x. Intersection Layouts
- xi. Driveway layouts
- xii. Cross Section Sheets
- xiii. Roadway Standard Details
- xiv. Drainage Area Maps
- xv. Hydrologic and Hydraulic Calculations
- xvi. Storm Sewer Layout
- xvii. Storm Drain Standards
- xviii. Illumination Layout (*conduit and foundations only*)
- xix. Erosion control plan

b. Deliverables – Prepare drawing review submittals at 30%, 60%, 90% and Final drawings.

Interim design submittals shall generally include:

- i. 30% - plan layout of required elements and preliminary roadway profile, preliminary traffic control phasing, and listing of standard details.

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- ii. 60% - All major plan and profile elements and traffic control plans, inclusion of standard details. Bid Proposal.
 - iii. 90% - inclusion of detailed design elements and project specific details and complete project specifications.
 - iv. Opinion of probable costs will be provided with each submittal
 - v. Each submittal will be provided in PDF, 1- 22x34 and 3-11x17 paper copies unless otherwise noted.
- C. BID PHASE. Upon completion of the design services and approval of “Final” drawings and specifications by City, Professional will proceed with the performance of services in this phase as follows:
 - a. Assist City by responding to questions and interpreting bid documents. Prepare addenda to the bid documents if necessary.
 - b. At City request, Professional will assist in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate.
 - c. Assist the City by attending a pre-bid conference for the construction projects and coordinating responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
- D. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, Professional will proceed with the performance of construction phase services as described below. Professional will endeavor to protect City in providing these services however, it is understood that Professional does not guarantee the Contractor’s performance, nor is Professional responsible for supervision of the Contractor’s operation and employees. Professional shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Professional shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of Professional’s standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than Professional standards are used, the City agrees to include provisions in the construction contract documents that will require the construction contractor to include Professional and their subconsultants on this project to be listed as an additional insured on contractor’s insurance policies.
- E. The construction of this Project is assumed to last approximately 6 months and to be City let and administered.
- F. Assist City and by attending a pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

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- G. Make up to six (6) visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Professional will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City. Visits to the site in excess of the specified number are an additional service.
- H. Notify City of contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports or other documentation required by the Construction contract documents.
- I. Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- J. If requested, assist City in negotiations with the contractor on behalf of the City to determine the cost and time impacts of these changes. Review change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.
- K. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Professional are an additional service.
- L. Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
- M. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) PDF of "Record Drawings" shall be provided by Professional to City.

Special Services

- A. **Public Meeting** – attend one (1) public meeting. Prepare typical sections, and layouts and attend to address any specific design questions regarding the project.
- B. **Environmental**
Based on our understanding of the project area and a cursory review of aerial photography, Clean Water Act Section 404 permit authorization from the U.S. Army Corps of Engineers (USACE) is not anticipated.
 - a. **Gather and Review Existing Information** - FNI will compile readily available existing information and prepare maps of the proposed project alternatives in preparation for a

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pedestrian survey. The types of information that will be gathered will include, but are not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site.

- b. **Conduct Pedestrian Survey** – FNI will conduct a pedestrian survey along the Roberts Road right-of-way (ROW), to observe existing environmental conditions and identify types and locations of potential waters of the U.S., if present. This task does not include conducting detailed wetland delineations necessary for the preparation and submittal of a Pre-Construction Notification (PCN) to the USACE. Observations will also include noting the presence of potential habitat for any federally listed threatened or endangered species for Tarrant County and evidence of any obvious environmental contamination such as stained soils, sheen on water, etc.
- c. **Coordinate with the Texas Historical Commission** – Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is likely to exceed one or both of these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for the City's review and comment. FNI will incorporate the City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services but can be provided upon written authorization.
- d. **Prepare a Technical Memorandum** – Information gathered during the pedestrian survey and consultation with the THC will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status, if present, as well as listed federal threatened and endangered species potentially occurring in the county and any habitat present. A Section 404 permitting strategy will be discussed, if applicable. The draft technical memorandum will be submitted to the City for review and comment. After incorporating the City's comments into the document, FNI will submit a final technical memorandum to the City.

EXHIBIT A
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C. Design Survey

- a. Establish project control at 500-foot intervals using Global Positions System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, north American Datum of 1983, CORS96, North Central Zone (4202) and scaled to surface by using the surface adjustment factor for the Texas Department of Transportation (TxDOT) – Fort Worth District (1.00012). The vertical values will be established by a closed level circuit tied into the City's benchmarks.
- b. Research current property owners and obtain copies of subdivision plats, ownership deeds, and existing easement within the project area.
- c. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.
- d. Design survey within the existing right-of-way of Roberts Road, including ten (10) feet west of the west right-of-way line along the Covenant Church of Colleyville property. The design survey will include pavement edges, curb and gutter, driveways, culverts, fences and gates, signs, mailboxes, top and toes of slopes, spot elevations, tree six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where assessable. And other surface features.
- e. Provide a digital design survey drawing in MicroStation format prepared to FNI standards showing visible surface features located, and ASCII point file, and a copy of field notes and field sketches. Prepare a digital property map showing lot numbers, property lines, right-of-way lines, existing easement, and ownership with recording information.

D. Right of Way & Easement Acquisitions –

- a. Prepare up to two (2) parcel maps and descriptions for right-of-way acquisitions, signed and sealed by a Registered Professional Land Surveyor.

E. Texas Department of Licensing and Registration Compliance – Submit plans for project registration, review and registration by an American with Disabilities Act (ADA) Registered Accessibility Specialist (RAS).

Additional Services: Any services performed by FNI that are not specifically included in the Basic Services or Special Services as described above are Additional Services.

- end of scope -

**Opinion of Probable Cost, Fee Schedule, Project Location Photo, and Design Project
Schedule to follow**

Opinion of Probable Cost
Roberts Road

Project Length	2229 LF
Roadway width	31 FT
Residential Driveway	20 SY
Commecial Driveway	60 SY
Turn Lanes	400 LF
Turn Lane Width	12 FT

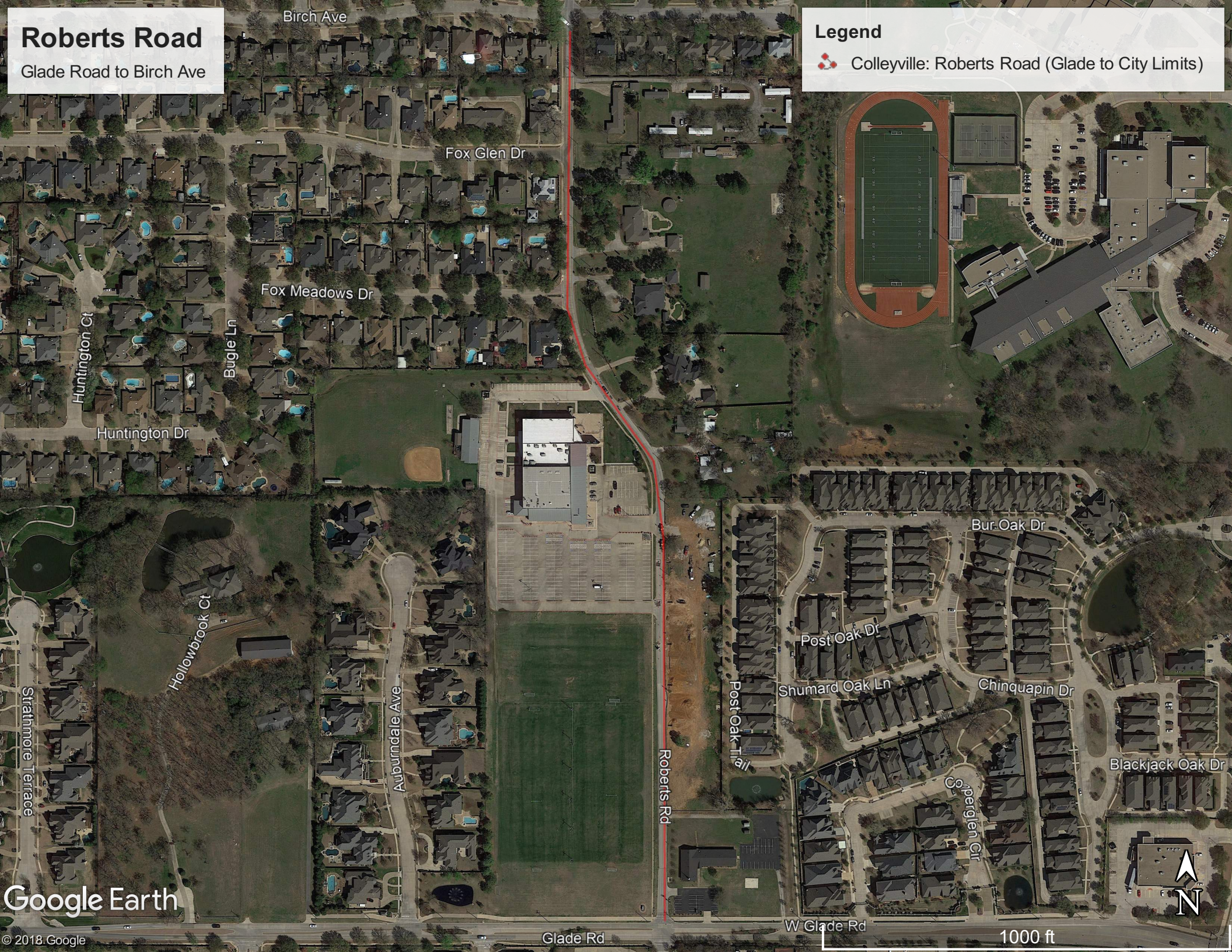
DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST
Mobilization	1	LS	\$ 132,100.00	\$ 132,100.00
ROW Prep	23	STA	\$ 2,000.00	\$ 46,000.00
Barricades & Traffic Handling	6	MO	\$ 5,000.00	\$ 30,000.00
Earthwork	8700	CY	\$ 15.00	\$ 130,500.00
Subgrade stabilization	9210	SY	\$ 4.00	\$ 36,840.00
Lime/Cement for Stabilization	200	TON	\$ 150.00	\$ 30,000.00
Concrete Pavement	8300	SY	\$ 55.00	\$ 456,500.00
Concrete Mono curb	4700	LF	\$ 4.00	\$ 18,800.00
Concrete Driveways	600	SY	\$ 60.00	\$ 36,000.00
Concree Sidewalk	2600	SY	\$ 45.00	\$ 117,000.00
Sidewalk Ramps	12	EA	\$ 1,250.00	\$ 15,000.00
15' Curb Inlet	15	EA	\$ 5,000.00	\$ 75,000.00
24" RCP	450	LF	\$ 60.00	\$ 27,000.00
36" RCP	1200	LF	\$ 75.00	\$ 90,000.00
48" RCP	1200	LF	\$ 90.00	\$ 108,000.00
Manholes	5	EA	\$ 5,000.00	\$ 25,000.00
Headwall/SET	1	EA	\$ 2,000.00	\$ 2,000.00
Signs	13	EA	\$ 500.00	\$ 6,500.00
Striping	4500	LF	\$ 1.00	\$ 4,500.00
Street Light Founations	12	EA	\$ 800.00	\$ 9,600.00
Conduit	2300	LF	\$ 15.00	\$ 34,500.00
Ground Boxes	6	EA	\$ 500.00	\$ 3,000.00
Silt Fence	4500	LF	\$ 3.00	\$ 13,500.00
Erosion Logs	600	LF	\$ 3.00	\$ 1,800.00
Construction Entrance/Exit	90	SY	\$ 40.00	\$ 3,600.00
Subtotal				\$ 1,452,740.00
Contingency			30%	\$ 435,822.00
Total				\$ 1,888,562.00

Roberts Road

Glade Road to Birch Ave

Legend

 Colleyville: Roberts Road (Glade to City Limits)



Google Earth

© 2018 Google

Glade Rd

W Glade Rd

1000 ft



City of Colleyville
Cheek-Sparger Road & Roberts Road
12/5/2018
Detailed Cost Breakdown

Project Fee Summary

Basic Services	147,460
Special Services	33,808
Total Project	181,268

Basic Services

		Employee	Alex Garcia	Jeff Philipp	Eric Barron	Spencer Maxwell	Ryan Crimmings	Justin Oswald	Dan Gise	Karl Hoffman	Wes Wiegrefe	Melissa Kinzer	Chris Jones	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Phase	Task	Project Role	PM	PE	CAD	QC	Utility Coord	SW QC	Env QC	Sr. Env Sc	Jr. Env Sci	GIS	Const QC					
	Roberts Road Design														\$ -	\$ -	\$ -	\$ -
	Project Administration														\$ -	\$ -	\$ -	\$ -
	Monthly Invoicing		4											4	\$ 775	\$ -	\$ -	\$ 775
	Kickoff Meeting		2	2	1	1	1	1		1			1	10	\$ 1,799	\$ 28	\$ -	\$ 1,827
	Progress Review Meetings (Up to 4)		8	4		4								16	\$ 2,994	\$ -	\$ -	\$ 2,994
	General Coordination Meetings (up to 2)		4	2		2								8	\$ 1,498	\$ -	\$ -	\$ 1,498
	Site Visit		4	4										8	\$ 1,458	\$ -	\$ -	\$ 1,458
	Utility Coordination						21							21	\$ 2,647	\$ -	\$ -	\$ 2,647
	Plan Set Development														\$ -	\$ -	\$ -	\$ -
	Cover Sheet		1	2	2									5	\$ 752	\$ -	\$ -	\$ 752
	Index		1	2	4									7	\$ 969	\$ -	\$ -	\$ 969
	Project Layout		1	2	4									7	\$ 969	\$ -	\$ -	\$ 969
	Typical Sections		2	4	8									14	\$ 1,938	\$ -	\$ -	\$ 1,938
	Construction Phasing		4	16	8									28	\$ 4,373	\$ -	\$ -	\$ 4,373
	Survey Control		1	4	4									9	\$ 1,310	\$ -	\$ -	\$ 1,310
	Horizontal/Vertical control		2	4	4									10	\$ 1,504	\$ -	\$ -	\$ 1,504
	Alignment Data		2	8	4									14	\$ 2,187	\$ -	\$ -	\$ 2,187
	Plan and Profile Sheets		16	72	72									160	\$ 23,192	\$ -	\$ -	\$ 23,192
	Intersection Layout		2	16	4									22	\$ 3,553	\$ -	\$ -	\$ 3,553
	Driveway Layouts		2	4	4									10	\$ 1,504	\$ -	\$ -	\$ 1,504
	Cross Section Sheets		8	40	40									88	\$ 12,713	\$ -	\$ -	\$ 12,713
	Roadway Standard Details		1	2	4									7	\$ 969	\$ -	\$ -	\$ 969
	Drainage Area Maps		4	12	12									28	\$ 4,124	\$ -	\$ -	\$ 4,124
	Hydraulic Calculations		4	32	8									44	\$ 7,105	\$ -	\$ -	\$ 7,105
	Storm Sewer Layouts		4	24	32									60	\$ 8,340	\$ -	\$ -	\$ 8,340
	Storm Drain Standards		1	2	4									7	\$ 969	\$ -	\$ -	\$ 969
	Illumination Layout		2	4	4									10	\$ 1,504	\$ -	\$ -	\$ 1,504
	Erosion Control Layout		1	4	8									13	\$ 1,744	\$ -	\$ -	\$ 1,744
	Deliverables														\$ -	\$ -	\$ -	\$ -
	30% Submittal (QC, OPCC)		2	12	20	6		2						42	\$ 6,134	\$ 109	\$ -	\$ 6,243
	60% Submittal (QC, OPCC, address comments)		4	14	20	8		4						50	\$ 7,630	\$ -	\$ -	\$ 7,630
	90% Submittal (QC, OPCC, address comments)		4	16	24	8		4						56	\$ 8,405	\$ 28	\$ -	\$ 8,433
	Final Submittal (QC, OPCC, address comments)		4	16	24	8		4					24	80	\$ 14,600	\$ -	\$ -	\$ 14,600
	Bid Phase														\$ -	\$ -	\$ -	\$ -
	Pre-bid meeting		4	4										8	\$ 1,458	\$ -	\$ -	\$ 1,458
	Address RFI		4	8										12	\$ 2,141	\$ -	\$ -	\$ 2,141
	Prepare addenda		2	4										6	\$ 1,071	\$ 28	\$ -	\$ 1,099
	Prepare bid tabs & recommendation letter		2	4										6	\$ 1,071	\$ 164	\$ -	\$ 1,235
	Construction Phase														\$ -	\$ -	\$ -	\$ -
	Pre-con meeting		2	2										4	\$ 729	\$ 28	\$ -	\$ 757
	Monthly Progress Meetings (up to 6)		12	12										24	\$ 4,373	\$ 28	\$ -	\$ 4,401
	Address RFI		8	16										24	\$ 4,282	\$ -	\$ -	\$ 4,282
	Final Walkthrough		4	4										8	\$ 1,458	\$ -	\$ -	\$ 1,458
	Record Drawings		2	4	16									22	\$ 2,804	\$ -	\$ -	\$ 2,804
Total Basic Services Hours			135	382	335	37	22	15	-	1	-	-	25	952	\$ 147,047	\$ 413	\$ -	\$ 147,460

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Other	Total Exp Effort
	Roberts Road Design													\$ -
	Project Administration													\$ -
	Monthly Invoicing		4											\$ -
	Kickoff Meeting		10	50										\$ 28
	Progress Review Meetings (Up to 4)		16											\$ -
	General Coordination Meetings (up to 2)		8											\$ -
	Site Visit		8											\$ -

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Special Services																		
Employee			Alex Garcia	Jeff Philipp	Eric Barron	Spencer Maxwell	Ryan Crimmings	Justin Oswald	Dan Gise	Karl Hoffman	Wes Wiegrefe	Melissa Kinzer	Chris Jones	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Phase	Task	Project Role	PM	PE	CAD	QC	Utility Coord	SW QC	Env QC	Sr. Env Sc	Jr. Env Sci	GIS	Const QC					
		Public Meeting (1)	8	8		8								24	\$ 4,440	\$ -	\$ -	\$ 4,440
		Environmental													\$ -	\$ -	\$ -	\$ -
		Gather and Review Existing Information								4		2		6	\$ 1,028	\$ -	\$ -	\$ 1,028
		Conduct Pedestrian Survey								6	6			12	\$ 1,919	\$ 28	\$ -	\$ 1,947
		Coordinate with THC							1	4		2		7	\$ 1,285	\$ -	\$ -	\$ 1,285
		Prepare Technical Memorandum							2	12		4		18	\$ 3,345	\$ -	\$ -	\$ 3,345
		Topographic Survey													\$ -	\$ -	\$ 17,969	\$ 17,969
		ROW Docs (2)													\$ -	\$ -	\$ 2,760	\$ 2,760
		TDLR Review													\$ -	\$ -	\$ 1,035	\$ 1,035
Total Special Services Hours			8	8	-	8	-	-	3	26	6	8	-	67	\$ 12,016	\$ 28	\$ 21,764	\$ 33,808

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City of Colleyville
Cheek-Sparger Road & Roberts Road
12/5/2018
Detailed Cost Breakdown

Project Fee Summary

Basic Services	147,460
Special Services	33,808
Total Project	181,268

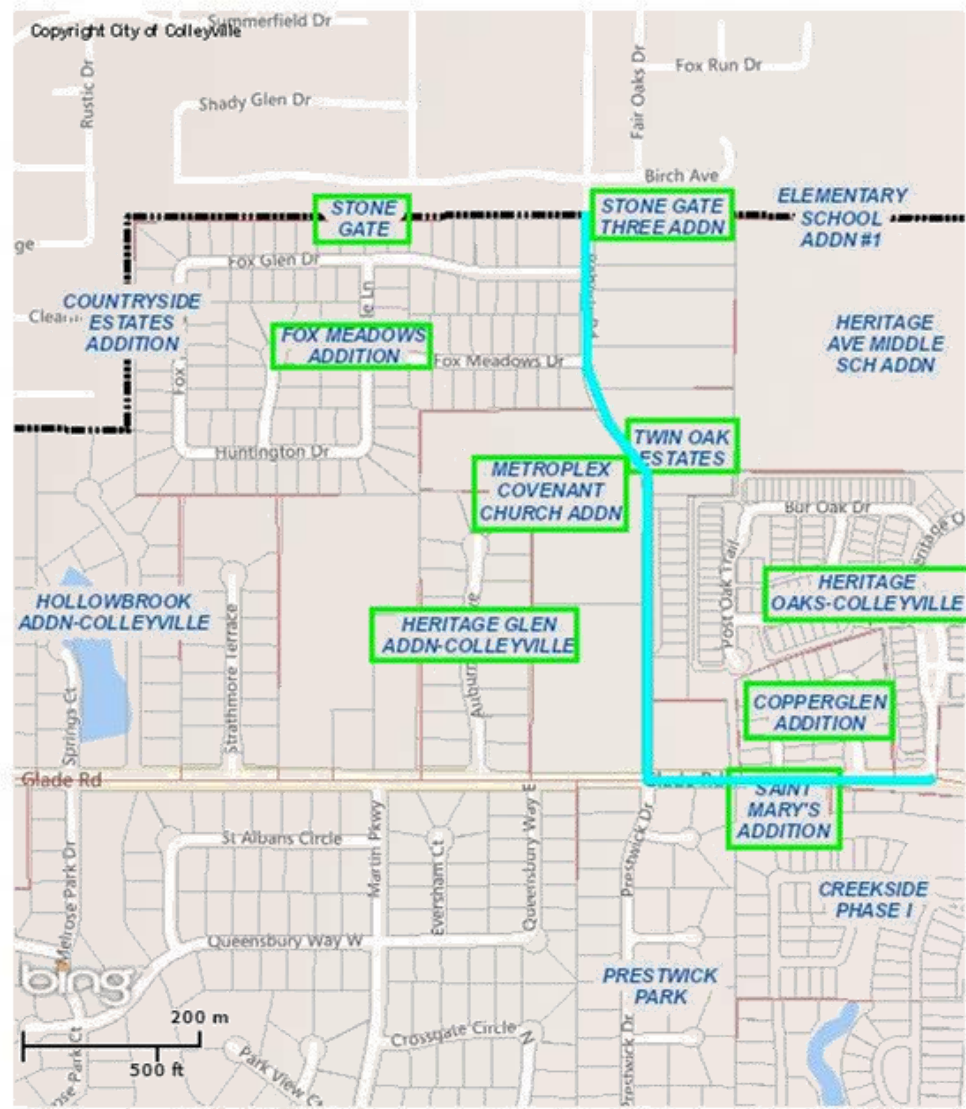
	Coordinate with THC																\$ -
	Prepare Technical Memorandum																\$ -
	Topographic Survey	15,625															\$ 17,969
	ROW Docs (2)	2,400															\$ 2,760
	TDLR Review		900														\$ 1,035
Total Special Services Subconsultants Cost		18,025	900	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Special Services Subconsultants Effort		\$ 20,729	\$ 1,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,764

Project Schedule

ID	Task Name	Duration	Start	Finish	2019												2020															
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
1	Preliminary	60 days?	Wed 12/5/18	Tue 2/26/19																												
2	Council Approval	40 days?	Wed 12/5/18	Tue 1/29/19																												
3	Contracting	10 days	Wed 1/30/19	Tue 2/12/19																												
4	Kickoff Meeting	10 days	Wed 2/13/19	Tue 2/26/19																												
5	Design	210 days	Wed 2/27/19	Tue 12/17/19																												
6	Sub-contracting/As-built research	10 days	Wed 2/27/19	Tue 3/12/19																												
7	Topographic Survey	30 days	Wed 3/13/19	Tue 4/23/19																												
8	30% Design	30 days	Wed 4/24/19	Tue 6/4/19																												
9	30% Design Review	20 days	Wed 6/5/19	Tue 7/2/19																												
10	60% Design	30 days	Wed 7/3/19	Tue 8/13/19																												
11	60% Design Review	20 days	Wed 8/14/19	Tue 9/10/19																												
12	90% Design	30 days	Wed 9/11/19	Tue 10/22/19																												
13	90% Design Review	20 days	Wed 10/23/19	Tue 11/19/19																												
14	Final Design	20 days	Wed 11/20/19	Tue 12/17/19																												
15	Bid Phase	20 days	Wed 12/18/19	Tue 1/14/20																												
16	Advertise project	20 days	Wed 12/18/19	Tue 1/14/20																												
17	Bid Opening	0 days	Tue 1/14/20	Tue 1/14/20																												
18	Contracting	185 days	Wed 1/15/20	Tue 9/29/20																												
19	Recommendation	5 days	Wed 1/15/20	Tue 1/21/20																												
20	Council Approval	10 days	Wed 1/22/20	Tue 2/4/20																												
21	Construction	170 days	Wed 2/5/20	Tue 9/29/20																												

Project: Roberts Road Schedule Date: Wed 12/5/18	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

4a. Roberts Road



Approval of a professional services agreement with Freese and Nichols, Inc., in an amount not to exceed \$181,268 for the design of the Roberts Road Reconstruction Project, and authorizing the city manager to execute the agreement

- CIP Budget Amount \$354,000
- Contract Amount \$181,268

Roberts Road is identified in the Master Thoroughfare Plan as a Minor Collector. This project will include full reconstruction and widening of Roberts Road from Glade Road north to the Colleyville City Limit

**DESIGN CONSULTANTS UTILIZED
CURRENT AND /OR RECENT PROJECTS**

PROJECT	CONSULTANT	CONTRACT INITIATED
Glade Road	Transystems	July 2014
SH26 Re-Design Conversion to 6 lanes	Teague Nall and Perkins	March 2015
Frontier Court Drainage	Westra Consultants	March 2017
WW Proj 3: Manning Drive	Westra Consultants	March 2017
Water Project 8: Pressure Relief Valve	Garver	September 2017
McDonwell School Rd/Westcoat Roundabout	MSA Professional Sevices	November 2017
Pleasant Run Waterline RR Crossing and SH26 Waterline Conflict	Kimley Horn	May 2018
SH26 Waterline Conflict at Bransford and Mill Valley	Teague Nall and Perkins	July 2018
Storm Drainage Master Plan	Kimley Horn	August 2018
Cheek-Sparger (San Bar to Oak Briar Lane) Consultant prepared grant application in May 2015	Freese and Nichols	August 2018
Water Project. 10: Water Improvements Apple Valley/Rustic Trail/Bills Lane	MAS Engineering	October 2018
Pleasant Run Waterline (John McCain to North City Limit)	Baird Hampton & Brown, Inc.	November 2018
Bransford and Overland Water Tower Renovations	Dunaway Engineering	December 2018
Roberts Road	Freese and Nichols	January 2019

RESOLUTION R-18-4305
A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT
ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
SEPTEMBER 18, 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 September 4, 2018
 - b. Approval of the minutes of the City Council Worksession of September 6, 2018
 - c. Approval of the minutes of the City Council Worksession of August 28, 2018
 - d. Approval of authorized broker/dealers for investment purchases
 - e. Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
 - f. Approval to use the Voluntary Library Fund in Fiscal Year 2019, for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$167,000
 - g. Adoption of the Fiscal Year 2019 to 2023 Capital Improvement Program (CIP)
 - h. Approval of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$214,784.73, and authorize the city manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price

- i. Approval of a Local Project Advance Funding Agreement for the Highway Safety Improvement Program (HSIP) for the reconstruction of Cheek-Sparger Road (San Bar Lane to Oak Briar Lane), and authorizing the city manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS ON THIS THE 18TH DAY OF SEPTEMBER 2018.

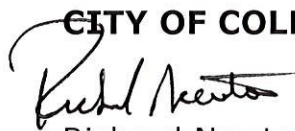
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Project Year	Title	Total Project Cost	Capital Projects Fund	CEDC Fund	County Funding	Crime Control District	Drainage Fund	FHA/TxDOT	Area II Impact Fees (West of 26)	TIF	Utility Capital Fund	Wastewater Impact Fees	Water Impact Fees
2018	Library Renovations	\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Kimzey Park Pond Dredging	\$388,520.00	\$0.00	\$388,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Webb House Repairs	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 3 (Manning)	\$412,242.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$412,242.00	\$0.00	\$0.00
	Street Maintenance Program - Stafford, Manning, etc.	\$335,000.00	\$335,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Rd (Phase 2 Manning to Pool) ROW Acquisition	\$110,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110,000.00	\$0.00	\$0.00	\$0.00
	Glade Rd (Phase 2-SH26 to Pool) Design	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00
	L. D. Lockett Rehabilitation (Precinct Line Road to Pleasant Run) - resurfacing	\$430,000.00	\$430,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	John McCain Rehabilitation (Pleasant Run to Maranatha Court) - resurfacing	\$508,147.02	\$508,147.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	McDonwell School Road and Westcoat Drive Roundabout - DESIGN	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sum Of Total Project Cost:	\$2,543,909.02	\$1,273,147.02	\$698,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$120,000.00	\$412,242.00	\$0.00	\$0.00
	Estimated 9/30/18 Available Balances		\$7,957,458.98	\$0.00		\$0.00	\$0.00		\$2,011,832.00	\$21,460,372.00	\$5,083,588.00	\$928,492.00	\$3,114,746.00
2019	(+) Year-end surplus contributions		\$500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00
	(+) FY19 Budgeted Contribution		\$1,500,000.00	\$860,516.00		\$0.00	\$500,000.00		\$0.00	\$5,400,000.00	\$200,000.00	\$60,000.00	\$192,000.00
	Estimated 10/1/18 Available Balances		\$9,957,458.98	\$860,516.00	N/A	\$0.00	\$500,000.00	N/A	\$2,011,832.00	\$26,860,372.00	\$5,783,588.00	\$988,492.00	\$3,306,746.00
	Bransford Rehabilitation (Glade to Westcoat)	\$416,000.00	\$249,600.00	\$0.00	\$166,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bransford Water Tank Rehabilitation - Design	\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
	Central Fire Station Repairs	\$147,322.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$147,322.00	\$0.00	\$0.00	\$0.00
	Cheek-Sparger Road (San Bar to Brown Trail) - Design	\$320,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$320,000.00	\$0.00	\$0.00	\$0.00
	Cheek-Sparger Road (San Bar to Brown Trail) - Construction	\$2,085,395.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,660,395.00	\$0.00	\$425,000.00	\$0.00	\$0.00	\$0.00
	Cheek-Sparger Road Rehabilitation (Bedford to Heritage)	\$324,000.00	\$194,400.00	\$0.00	\$129,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	City Hall - Backup Generator	\$181,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$181,000.00	\$0.00	\$0.00	\$0.00
	City Hall/Library - HVAC Replacement	\$327,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$327,600.00	\$0.00	\$0.00	\$0.00
	Fire Station 2 Repairs	\$67,300.00	\$67,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Frontier Court Rehabilitation	\$600,000.00	\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Rd (Phase 2-SH26 to Pool) Design (Multi-year project)	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$0.00	\$0.00	\$0.00
	Glade Rd (Phase 2 Manning to Pool) ROW Acquisition (Multi-year project)	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00	\$0.00
	Install Backup Generator for Emergency Power at L.D. Lockett Pump Station	\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,000.00	\$0.00	\$0.00
	L.D. Lockett Road Right Turn Ln - Design	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Library Renovations	\$315,516.00	\$0.00	\$315,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	McDonwell School Road Rehabilitation	\$247,500.00	\$148,500.00	\$0.00	\$99,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	McDonwell School Road Right Turn Ln - Design	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	McDonwell School Road and Westcoat Drive Roundabout - DESIGN (Multi-year project)	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	McDonwell School Road Westcoat Drive Roundabout - ROW Acquisition	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00	\$0.00
	Plaza at City Hall	\$1,750,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750,000.00	\$0.00	\$0.00	\$0.00
	Pleasant Run Waterline (John McCain North to Bear Creek) - Design	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,000.00	\$0.00	\$0.00
	Replacement of Palladium Windows & Patio	\$280,000.00	\$0.00	\$280,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$354,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$354,000.00	\$0.00	\$0.00	\$0.00
	Roberts Road (Glade to Grapevine City Limits) - ROW Acquisition	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00
	SH-26 Lighting	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$0.00
	SH26 Medians & ROW	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000,000.00	\$0.00	\$0.00	\$0.00
	Stormwater Master Plan	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Street Maintenance Program	\$685,614.00	\$617,214.00	\$0.00	\$68,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 7: Demolish Overland Trail Pump Station	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,000.00	\$0.00	\$0.00
	Water Project 8: Install Pressure Relief and Flow Control Valves	\$348,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$348,000.00	\$0.00	\$0.00
	Water Project 10: Apple Valley Subdivision/Rustic Oaks Subdivisions/ Bills Lane Water Lines - DESI	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$0.00
	Webb House Repairs	\$265,000.00	\$0.00	\$265,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sum Of Total Project Cost:	\$17,919,247.00	\$1,927,014.00	\$860,516.00	\$463,400.00	\$0.00	\$500,000.00	\$1,660,395.00	\$60,000.00	\$11,574,922.00	\$873,000.00	\$0.00	\$0.00
	Estimated 9/30/19 Available Balances		\$8,030,444.98	\$0.00		\$0.00	\$0.00		\$1,951,832.00	\$15,285,450.00	\$4,910,588.00	\$988,492.00	\$3,306,746.00
	(+) Year-end surplus contributions		\$500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00
	(+) FY20 Budgeted Contribution		\$1,500,000.00	\$0.00		\$167,200.00	\$425,000.00		\$0.00	\$5,400,000.00	\$250,000.00	\$60,000.00	\$192,000.00
	Estimated 10/1/19 Available Balances		\$10,030,444.98	\$0.00	N/A	\$167,200.00	\$425,000.00	N/A	\$1,951,832.00	\$20,685,450.00	\$5,660,588.00	\$1,048,492.00	\$3,498,746.00

Project Year	Title	Total Project Cost	Capital Projects Fund	CEDC Fund	County Funding	Crime Control District	Drainage Fund	FHA/TxDOT	Area II Impact Fees (West of 26)	TIF	Utility Capital Fund	Wastewater Impact Fees	Water Impact Fees
2020	Bransford Water Tank Rehabilitation - Construction	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00
	County Project (TBD) - Construction	\$800,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Flood Gates Upgrade	\$425,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Road (Phase 1 - SH26 to Manning) - Construction	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00
	Glade Road (Phase 2 - Manning to Pool) - Construction	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00
	John McCain Road and Westcoat Drive Roundabout - Design	\$175,000.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Justice Center - Metal Roof Coating	\$167,200.00	\$0.00	\$0.00	\$0.00	\$167,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	L.D. Lockett Road Right Turn Ln - Construction	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	McDonwell School Road Right Turn Ln - Construction	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	McDonwell School Road and Westcoat Drive Roundabout - Construction	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pleasant Run Waterline (John McCain North to Bear Creek) - Construction	\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	\$0.00	\$0.00
	Roberts Road - Construction	\$2,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100,000.00	\$0.00	\$0.00	\$0.00
	Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Supervisory Control and Data Acquisition (SCADA) Replacement	\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,000.00	\$0.00	\$0.00
	Water Project 10: Apple Valley/Rustic Oaks/Bills Lane Water Lines and Road Rehabilitation on Blauvelt Road	\$935,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$935,000.00	\$0.00	\$0.00
	Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision and Rehabilitate Streets	\$145,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,000.00	\$0.00	\$0.00
	Water Project 11: Tinker Road Water Lines - Design	\$123,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,000.00	\$0.00	\$0.00
	Sum Of Total Project Cost:	\$12,820,200.00	\$1,375,000.00	\$0.00	\$400,000.00	\$167,200.00	\$425,000.00	\$0.00	\$1,400,000.00	\$6,100,000.00	\$2,953,000.00	\$0.00	\$0.00
	Estimated 9/30/20 Available Balances		\$8,655,444.98	\$0.00		\$0.00	\$0.00		\$551,832.00	\$14,585,450.00	\$2,707,588.00	\$1,048,492.00	\$3,498,746.00
	(+) Year-end surplus contributions		\$500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00
	(+) FY21 Budgeted Contribution		\$1,500,000.00	\$0.00		\$325,052.00	\$1,200,000.00		\$0.00	\$5,400,000.00	\$400,000.00	\$60,000.00	\$192,000.00
	Estimated 10/1/20 Available Balances		\$10,655,444.98	\$0.00	N/A	\$325,052.00	\$1,200,000.00	N/A	\$551,832.00	\$19,985,450.00	\$3,607,588.00	\$1,108,492.00	\$3,690,746.00
2021	City Hall - Flooring Rehab	\$87,808.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,808.00	\$0.00	\$0.00	\$0.00
	County Project (TBD) - Construction	\$800,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Road (Phase 2 - Manning to Pool) - Construction	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00
	John McCain Road and Westcoat Drive Roundabout - Construction	\$1,400,000.00	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Justice Center - Carpet and VCT Tile	\$88,052.00	\$0.00	\$0.00	\$0.00	\$88,052.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Justice Center - HVAC Replacement	\$237,000.00	\$0.00	\$0.00	\$0.00	\$237,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pleasant Run Road Bridge at Big Bear (White Chapel Bridge) - Construction	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Streetlighting for Pedestrian Crosswalks - Construction	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 11: (Partial) Tinker Road Water Lines - Construction	\$1,110,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$660,000.00	\$0.00	\$0.00
	Water Project 12: (Partial) Woodbriar Estate Water Lines Replacement - Design	\$70,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,020.00	\$0.00	\$0.00
	Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision and Rehabilitate Streets	\$2,550,000.00	\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,900,000.00
	Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivision	\$145,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,000.00	\$0.00	\$0.00
	WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - Design	\$361,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$361,700.00	\$0.00	\$0.00
	Sum Of Total Project Cost:	\$10,599,580.00	\$3,450,000.00	\$0.00	\$400,000.00	\$325,052.00	\$1,200,000.00	\$0.00	\$0.00	\$2,087,808.00	\$1,236,720.00	\$0.00	\$1,900,000.00
	Estimated 9/30/21 Available Balances		\$7,205,444.98	\$0.00		\$0.00	\$0.00		\$551,832.00	\$17,897,642.00	\$2,370,868.00	\$1,108,492.00	\$1,790,746.00
	(+) Year-end surplus contributions		\$500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00
	(+) FY22 Budgeted Contribution		\$1,500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$5,400,000.00	\$500,000.00	\$60,000.00	\$192,000.00
	Estimated 10/1/21 Available Balances		\$9,205,444.98	\$0.00	N/A	\$0.00	\$0.00	N/A	\$551,832.00	\$23,297,642.00	\$3,370,868.00	\$1,168,492.00	\$1,982,746.00
2022	County Project (TBD) - Construction	\$800,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Library - Flooring Rehab	\$95,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,210.00	\$0.00	\$0.00	\$0.00
	Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Projec 12: Partial Woodbriar Estate Water Lines Replacement - Construction	\$433,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$433,000.00	\$0.00	\$0.00
	Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - Design	\$545,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545,000.00
	Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivision	\$745,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$745,000.00	\$0.00	\$0.00
	WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - Constructi	\$1,900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,900,000.00	\$0.00	\$0.00
	WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - Design	\$91,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,000.00	\$0.00	\$0.00
	Sum Of Total Project Cost:	\$5,109,210.00	\$900,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,210.00	\$3,169,000.00	\$0.00	\$545,000.00
	Estimated 9/30/22 Available Balances		\$8,305,444.98	\$0.00		\$0.00	\$0.00		\$551,832.00	\$23,202,432.00	\$201,868.00	\$1,168,492.00	\$1,437,746.00
	(+) Year-end surplus contributions		\$500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00
	(+) FY23 Budgeted Contribution		\$1,500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$5,400,000.00	\$600,000.00	\$60,000.00	\$192,000.00
	Estimated 10/1/22 Available Balances		\$10,305,444.98	\$0.00	N/A	\$0.00	\$0.00	N/A	\$551,832.00	\$28,602,432.00	\$1,301,868.00	\$1,228,492.00	\$1,629,746.00

Project Year	Title	Total Project Cost	Capital Projects Fund	CEDC Fund	County Funding	Crime Control District	Drainage Fund	FHA/TxDOT	Area II Impact Fees (West of 26)	TIF	Utility Capital Fund	Wastewater Impact Fees	Water Impact Fees
2023	City Hall - Boiler Replacement	\$99,600.00	\$99,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	County Project (TBD) - Construction	\$800,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Street Maintenance Program	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - Constructic	\$4,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500,000.00	\$0.00	\$0.00	\$0.00
	Woodbriar, Quail Crest Estates Rehabilitation (Companion Project to Water Projects #6 and 12/Po	\$2,768,000.00	\$2,768,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement and Road Rehabilitation -	\$829,000.00	\$110,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$719,000.00	\$0.00	\$0.00
	Sum Of Total Project Cost:	\$9,496,600.00	\$3,877,600.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500,000.00	\$719,000.00	\$0.00	\$0.00
	Estimated 9/30/23 Available Balances		\$6,427,844.98	\$0.00		\$0.00	\$0.00		\$551,832.00	\$24,102,432.00	\$582,868.00	\$1,228,492.00	\$1,629,746.00
	(+) Year-end surplus contributions		\$500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$500,000.00	\$0.00	\$0.00
	(+) FY24 Budgeted Contribution		\$1,500,000.00	\$0.00		\$0.00	\$0.00		\$0.00	\$5,400,000.00	\$700,000.00	\$60,000.00	\$192,000.00
	Estimated 10/1/23 Available Balances		\$8,427,844.98	\$0.00	N/A	\$0.00	\$0.00	N/A	\$551,832.00	\$29,502,432.00	\$1,782,868.00	\$1,288,492.00	\$1,821,746.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2018-431140

Date Filed:
12/05/2018

Date Acknowledged:
12/06/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Roberts Rd from Glade to Birch
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Taylor, Jeff	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2018-431140

Date Filed:
12/05/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Roberts Rd from Glade to Birch
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Taylor, Jeff	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

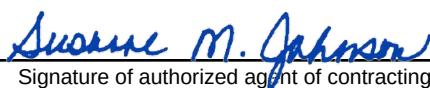
☐**6 UNSWORN DECLARATION**

My name is Susanne M. Johnson, and my date of birth is March 3, 1955.

My address is 4055 International Plaza, Suite 200, Fort Worth, TX, 76109, US.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 5th day of December, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

12/6/2018

1 Name of vendor who has a business relationship with local governmental entity.

Freese and Nichols, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

12-6-18

Date



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a
Type Ordinance
Department Engineering

Agenda Date 01/15/2019

Number Ordinance O-18-2072

Title

Consideration of amendments to the Colleyville Code of Ordinances, Chapters 2 and 86, related to telecommunications providers

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Second Reading and Public Hearing

Effective September 1, 2017 S.B. 1004 adopted Chapter 284 of the Local Government Code concerning the installation of equipment, specifically wireless network equipment, in public right-of-way, providing a state-wide regulatory scheme and limiting individual cities' abilities to further regulate this equipment. These provisions are applicable to the installation of "network nodes" (equipment that enables wireless communications between the communications network and the user's equipment) and related equipment, and applies to both the "wireless service provider", who provides the service directly to the public, and to "network providers", which are entities who do not provide service to the end-user, but whom build the equipment on behalf of a wireless service provider.

On August 15, 2017, City Council adopted Ordinance O-17-2023 adopting the appropriate changes to the City's ordinances.

Recent Action: On September 26, 2018, the Federal Communications Commission ("FCC") adopted a Declaratory Ruling and Third Report and Order. The ruling takes action to preempt local control over the deployment of fifth generation ("5G") wireless infrastructure. Small cell deployments (also known as "network nodes") are the means to support the exploding demand for wireless broadband services.

Staff has worked with the City Attorney to finalize the amendments to the affected chapters in the City's Code of Ordinances.

Financial Impact

No substantial financial impact to the City.

Recommendation

Approve

Attachments

1. Ordinance O-17-2023
2. FCC News Release
3. Ordinance O-18-2072

ORDINANCE O-17-2023

AN ORDINANCE ADOPTING THE CITY OF COLLEYVILLE DESIGN MANUAL FOR THE INSTALLATION OF NODES AND NODE SUPPORT POLES IN THE CITY RIGHTS-OF-WAY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 284; AND DESIGNATING DESIGN DISTRICTS FOR THE INSTALLATION OF NODES AND NODES SUPPORT POLES, TO BE DESIGNATED THEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 284 of the Local Government Code, effective September 1, 2017, provides a regulatory framework governing the installation of Nodes and Node Support Poles in the City's Right-of-Way; and

WHEREAS, pursuant to Chapter 284, Network Providers installing wireless equipment in the City's Right-of-Way must comply with the Design Manual adopted by the City for that purpose; and

WHEREAS, Chapter 284 authorizes the City to designate Design Districts and Historic Districts, wherein heightened aesthetic requirements may be applied to such equipment; and

WHEREAS, the City of Colleyville has determined that certain areas of the city which should be designated as design districts, for purposes of Chapter 284, in order to preserve the character and aesthetic qualities of these areas;

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the attached Design Manual should be approved;

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

Sec. 1. THAT the following areas of the City of Colleyville are hereby designated as Historic Districts and Design Districts for the installation of network nodes and node support poles, pursuant to Chapter 284 of the Local Government Code:

1. Tax Increment Finance Districts #1 and #1A
2. Precinct Line Road within the City limits
3. The Bidault House and property located at 1416 Glade Road

- Sec. 2. THAT the Colleyville Design Manual for the Installation of Network Nodes and Node Support Poles, attached hereto as Exhibit "A", is hereby adopted. All Network Providers seeking to install wireless equipment in the right-of-way of the City of Colleyville pursuant to Chapter 284 of the Local Government Code must comply with this Design Manual.
- Sec. 3. THAT all provisions of the ordinances of the City of Colleyville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and 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 if any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this Ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.
- Sec. 5. THAT this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of August 2017.

The second reading and public hearing being conducted on the 15th day of August 2017.

PASSED AND APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 15TH DAY OF AUGUST 2017.

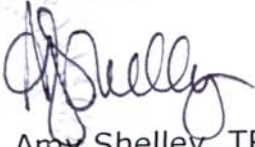
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 4, George Dodson
Place 6, Mike Taylor

aye
aye
aye
aye

Mayor Pro Tem Bobby Lindamood
Place 3, Kathy Wheat
Place 5, Nancy Coplen

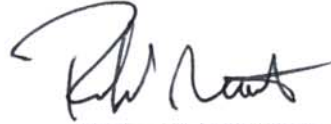
aye
aye
aye

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:



Whitt L. Wyatt
City Attorney



Design Manual

for the

Installation of Network Nodes and Node Support Poles

pursuant to Tex. Loc. Gov. Code, Chapter 284.

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Colleyville (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301¹, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.²

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Colleyville, Texas or its lawful successor.

City Manager shall mean City Manager or designee

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

Network provider means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-

way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. ***Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic District and Design Districts.*** In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. **Historic Landmarks.** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4. **Compliance with Undergrounding Requirements.** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. **Residential Areas and Parks.** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

2. **Historic Districts and Design Districts.** A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

C. Most preferable locations

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. Currently designated *Historic Districts* are:

(a) Historic District Number 1 is the area referred to as the Bidault House. Its boundaries are: the property at 1416 Glade Road.

3. Currently designated *Design District* areas are:

(a) Design District Number 1 is the area referred to as Tax Increment Finance Districts #1 and #1A. Its boundaries are: as shown on the City's official Tax Increment Finance map.

(b) Design District Number 2 is the area referred to as Precinct Line Road. Its boundaries are: the limits of Precinct Line Road within the city limits of the City of Colleyville.

4. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

5. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

Currently designated *Underground Compliance Areas* are:

(a) Underground Compliance Area Number 1 is the area referred to as _____. Its boundaries are: _____.

E. Exceptions

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles*. Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles

(electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles*:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment*. Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits*. Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro

Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.³

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication Networks.*

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

C. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning

regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

D. Network Node facilities placement:

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

E. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (2) 55 feet above ground level.

F. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager and Parks Director in writing.

3. *Minimize Ground equipment density:* In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of xxx [25?] sq. ft. or more.

G. Municipal Service Poles:

1. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure.

5. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
 - ii. Have a separate electric power connection than the signage structure;
- and
- iii. Have a separate access point than the signage structure.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

Colors in Historic Districts and Design Districts must be approved by the City Manager from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or

shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

A. Provider Responsible for Electricity. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. Generators Prohibited. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. Removal or Relocation by Network Provider.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284

2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. Removal or Relocation Required for City Project.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.

4. Network Provider shall, at the City Manager's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. Removal Required by City for Safety and Imminent Danger Reasons.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider

fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The City Manager shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. Installation.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Manager, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Manager. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. Inspections.

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Manager deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Manager shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Manager and City Manager in writing of such removal or Abandonment and shall file with the City Manager and City Manager the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Manager may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Manager or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. Drug Policy. Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. Allocation of Funds for Removal and Storage. The City has appropriated \$0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

5. Ownership. No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Manager prior to any work in the Right-of-Way.

6. Tree Maintenance. Network Provider, its contractors, and agents shall obtain written permission from the City Manager before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Manager, Network Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.

Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration. Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from

Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager.

10. Network provider's responsibility. Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

¹ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

² The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal

code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

³ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

(A) must fit within an imaginary enclosure of not more than six cubic feet;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:

(A) be more than 28 cubic feet in volume; or

(B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;

(4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and

(5) pole-mounted enclosures may not be taller than five feet.

(b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):

-
- (1) electric meters;
 - (2) concealment elements;
 - (3) telecommunications demarcation boxes;
 - (4) grounding equipment;
 - (5) power transfer switches;
 - (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

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For Immediate Release**FCC FACILITATES DEPLOYMENT OF WIRELESS
INFRASTRUCTURE FOR 5G CONNECTIVITY*****Action Removes Regulatory Barriers to Infrastructure Investment***

WASHINGTON, September 26, 2018—Today, the Federal Communications Commission took another important step in its ongoing efforts to remove regulatory barriers that inhibit the deployment of infrastructure necessary for 5G and other advanced wireless services. This action, which builds upon those already taken by states and localities to streamline deployment, underscores the FCC's commitment to ensuring that the United States wins the global race to 5G.

The first part of the Commission's decision, a Declaratory Ruling, focuses primarily on local fees for the authorizations necessary to deploy small wireless facilities. Specifically, the Declaratory Ruling:

- Explains when a state or local regulation of wireless infrastructure deployment constitutes an effective prohibition of service prohibited by Sections 253 or 332(c)(7) of the Communications Act;
- Concludes that Section 253 and 332(c)(7) limit state and local governments to charging fees that are no greater than a reasonable approximation of objectively reasonable costs for processing applications and for managing deployments in the rights-of-way.
- Removes uncertainty by identifying specific fee levels for small wireless facility deployments that presumably comply with the relevant standard; and
- Provides guidance on when certain state and local non-fee requirements that are allowed under the Act—such as aesthetic and undergrounding requirements—may constitute an effective prohibition of service.

The second part of the Commission's decision, the Third Report & Order in the Wireless Infrastructure Docket:

- Establishes two new shot clocks for small wireless facilities (60 days for collocation on preexisting structures and 90 days for new builds);
- Codifies the existing 90 and 150 day shot clocks for wireless facility deployments that do not qualify as small cells that were established in 2009;
- Concludes that all state and local government authorizations necessary for the deployment of personal wireless service infrastructure are subject to those shot clocks; and
- Adopts a new remedy for missed shot clocks by finding that a failure to act within the new small wireless facility shot clock constitutes a presumptive prohibition on the provision of services.

Action by the Commission September 26, 2018 by Declaratory Ruling and Report and Order (FCC 18-133). Chairman Pai, Commissioners O’Rielly and Carr approving. Commissioner Rosenworcel approving in part and dissenting in part. Chairman Pai, Commissioners O’Rielly, Carr, and Rosenworcel issuing separate statements.

WT Docket No. 17-79; WC Docket No. 17-84

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This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC, 515 F.2d 385 (D.C. Cir. 1974).

ORDINANCE O-18-2072

AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 86, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE III, "PUBLIC RIGHTS-OF-WAY", BY ADOPTING SECTION 86-52, "VARIANCES/EXEMPTIONS", TO AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO CONSIDER REQUESTS FOR VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF THIS ARTICLE OR THE DESIGN MANUAL, AND AMENDING SECTIONS 86-122 AND 86-124 TO PROVIDE REGULATIONS CONSISTENT WITH FEDERAL LAW RELATED TO THE INSTALLATION OF NETWORK NODES IN PUBLIC RIGHT-OF-WAY BY NETWORK PROVIDERS, AND AMENDING SECTION 86-125 TO ENSURE IT IS CONSISTENT WITH THE TERMS AND PROVISIONS OF THE CITY'S DESIGN MANUAL; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council for the City of Colleyville finds that newly adopted federal regulates impact the City's ability to regulate the installation of wireless network nodes and related equipment in the City's rights-of-way by Network Providers; and

WHEREAS, the City Council for the City of Colleyville finds that it is necessary to amend its code of ordinances to adopt provisions that are consistent with both state and federal law.

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

Sec. 1. THAT the Code of Ordinances of the City of Colleyville, Texas is amended by amending Chapter 2, "Administration", amending Article II, "Finance", Division 1, "Generally", Section 2-26, "Fees and Charges for City Services", to read as follows:

Sec. 2-26. - Fees and charges for city services.

. . . .

(i) Development fees:

Permanent sign permits75.00

. . . .

Network Provider Fees:

Small cell application fee (This penalty shall not exceed and is capped by statutory limits)	\$500.00 (1-5 network nodes); \$100.00 (each additional network node); \$1,000.00 per pole
Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	\$270.00 annually for each network node
Transport Facility monthly user fee (This fee shall not exceed and is capped by statutory limits)	\$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the City exceeds its monthly aggregate per month compensation to the City

Sec. 2. THAT the Code of Ordinances of the City of Colleyville, Texas is amended by amending Chapter 86, "Streets, Sidewalks and Other Public Places", amending Article III, "Public Rights-of-Way", to read as follows:

ARTICLE III. PUBLIC RIGHTS-OF-WAY

...

Division 1. In General

....

Sec. 86-52. Variance/exemptions

- (a) A permittee or right-of-way user may request a variance from any of the requirements of this article by filing a written request with the city manager stating the requirement and the basis for the variance. The city manager may reject incomplete variance requests. The applicant shall bear its own expenses of the application process.
- (b) Any request for a variance from any right-of-way restoration requirement shall be made in writing, in advance of any contemplated work and shall be accompanied by digitally formatted detailed plans of the substituted reconstruction and/or repair of the excavated area, if applicable.

- (c) Any request for an exemption and/or variance from any penalty and/or fee, other than as provided in this article, shall be made in writing, and shall be accompanied by a written detailed request stating the reasons therefore.
- (d) Any request for an exemption and/or variance from any permit, and provision of the City's Design Manual, or any other requirement of this article shall be made in writing, stating in detail all reasons for the requested exemption and/or variance.
- (e) The City Manager shall grant or deny an application for a variance and/or exemption within ten days of receipt of the application for variance and/or exemption.

Sec. 86-122. Fees

- (a) Exemptions. Network Providers are exempted from the following fees provided for in this article:
 - (1) Permit application fee, including expedited application fee and permit expiration fee;
 - (2) Additional permit fee;
 - (3) Saturday inspection fee;
 - (4) Registration fee.
- (b) Network Provider Fees
 - (1) *Annual Network Node Rate.* Network Providers shall pay the City an annual Network Node Rate for each Location for which Network Provider has obtained Permit(s) for the installation of Network Nodes, regardless of whether or not a Network Provider installs Network Nodes in the Public Right-of-Way. The amount of the Annual Network Rate shall be set in Section 2-26 of the City's Code of Ordinances. The annual Network Node Public Right-of-Way Rate payment for the first year at any Location ("Initial Annual Network Node Payment") begins accruing when the permit is issued and is due 30 days after Network Provider obtains a Permit to install or collocate a Network Node at the Location. The Initial Annual Network Node Payment shall be pro-rated for the months remaining in the calendar year after the permit issuance date.

- (2) *Subsequent Years Annual Network Node Rate Due Date.* The annual Network Node Public Right-of-Way Rate for every year after the Initial Annual Network Node Payment shall be paid in advance on or before December 31 of each calendar year for each Network Node in the Public Right-of-Way for the next calendar year period.
- (3) *Annual Network Node Rate Adjustment.* The City may adjust the annual Network Node Public Right-of-Way Rate by an amount equal to one-half the annual change in the Consumer Price Index for All Urban Consumers for Texas, as published by the federal Bureau of Labor Statistics. The City shall provide written notice to each Network Provider of the new rate, and the rate shall apply to the first payment due to the municipality on or after the 60th day following that notice.
- (4) *Monthly Transport Fee.* To the extent Network Provider has Transport Facilities Permitted from the Network Nodes in the Public Right-of-Way it shall pay the City a monthly Transport Facilities fee on a quarterly basis, in the amount set in Section 2-26 of the City's Code of Ordinances, which begins accruing when the permit is issued. This Transport Facility fee is in addition to any annual Network Node Public Right-of-Way Rate payment required by Ch. 284, Section 284.053
- (5) *Application and Permit Fees.* Network provider shall pay the City the application and permit fees set forth in the City's Master Fee Schedule contemporaneously with the submittal of the application for the permits.

. . . .

Sec. 86-124. Compliance with Design Manual

A network provider shall comply with the city's Design Manual for the Installation of Network Nodes and Node Support Poles, as amended. Any applications submitted for installation of Network Nodes, Node Support Poles and related equipment, the plans and specifications of which do not comply with the Design Manual, and for which a variance or exception has not been granted, pursuant to Section 86-52 of this Article, will not be approved.

Sec. 86-125. Certificates of Operation

As part of the application process for the installation of network nodes, the Network Provider must certify that the proposed network node will be placed

into active commercial service by or for a network provider no later than the 60th day after the date the construction and final testing of the network node is completed.

An updated certification of active service must be submitted annually, by no later than December 31st, with or prior to payment of the applicable annual fee(s).

If the Network Provider is not in active commercial service for a period in excess of one-hundred and twenty (120) consecutive days, the equipment will be deemed abandoned and the permit will be revoked. The network provider will be required, within ninety (90) days from notification from the City, to remove the equipment at the network provider's sole expense.

Sec. 3. That all provisions of the ordinances of the City of Colleyville in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and 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 should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Sec. 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 18th day of December 2018.

The second reading and public hearing being conducted on the 15th day of January 2019.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 15TH DAY OF JANUARY 2019.

Mayor Richard Newton	_____ Mayor Pro Tem Bobby Lindamood _____
Place 1, Tammy Nakamura	_____ Place 5, Chuck Kelley _____
Place 2, Kathy Wheat	_____ Place 6, Callie Rigney _____
Place 4, George Dodson	_____

ATTEST:	CITY OF COLLEYVILLE
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Christine Loven, TRMC City Secretary	Richard Newton Mayor
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APPROVED AS TO FORM:

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 6a

Agenda Date 01/15/2019

Number Ordinance O-19-2073

Type Ordinance

Department Community Development

Title

Consideration of amendments to the Land Development Code, specifically Chapter 5 – Tree Preservation

Strategic Plan

4.3 Adopt best-practice planning and development processes

Explanation

First Reading and Public Hearing

The City Council had instructed staff to review and propose amendments to each chapter within the City's Land Development Code (LDC). City staff has already reviewed the attached chapters with the City Council at a recent worksession meeting. The process for adopting amendments to the LDC include formal review and recommendation by the Planning and Zoning Commission, followed by formal review and approval by the City Council.

The attached chapters are a continuation of the formal adoption process. Any remaining chapters will be brought forward over the next several months until the entire Land Development Code has been reviewed.

Parks & Recreation Advisory Board: At their October 8th Meeting, the City's Urban Forester discussed the proposed changes to Chapter 5. The Board members were in support of the changes.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the amendments at their December 10, 2018 meeting by a vote of 5-1.

Financial Impact

There is no fiscal impact to the City of Colleyville for this item.

Recommendation

Approve

Attachments

1. Ch. 05 Tree Preservation - Existing Regulations
2. Ch. 05 Tree Preservation DRAFT Revisions
3. Tree List

4. Ordinance - O-19-2073

Chapter 5

Tree Preservation

(10/6/2014)

Section 5.1 Purpose of This Chapter

The intent of this Chapter is to encourage site planning which furthers the preservation of trees and natural areas; to protect trees during construction; to facilitate site design and construction which contribute to the long term viability of existing trees; and to control the removal of trees when necessary. It is the further intent of this Chapter to achieve the following broader objectives:

Protect healthy trees and preserve the natural ecological environmental and aesthetic qualities of the City.

Protect and increase the value of residential and commercial properties within the City.

Prohibit the indiscriminate clear cutting of property.

Section 5.2 Authorization for Adoption of This Chapter

The regulations contained in this Chapter have been adopted under the authority of *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality. This Chapter is also adopted under the authority of *the Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 5.3 Variances and Appeals

Except where provided in this chapter, any person seeking approval of a development as required by this Land Development Code may request a variance from a requirement contained in this chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 5.4 Definitions

Definitions applicable to this Chapter may be found in *Chapter 2 – Definitions* of this Land Development Code.

Section 5.5 Tree Removal Permit

No person directly or indirectly shall cut down, destroy, remove, move, or effectively destroy through damaging the roots, trunk or canopy, any tree situated on property regulated by this Chapter without first obtaining a tree removal permit, unless otherwise exempted by the provisions of this Chapter.

Section 5.6 Applicability

The terms and provisions of this Chapter shall apply to real properties, persons and trees as follows:

- A. Properties which are regulated by this Chapter:
 - 1. Any real property upon which any protected tree is located.
 - 2. All municipal / public domain property.

Section 5.7 Permit and Fee Requirements

The Administrative Official is responsible for the review and approval or disapproval of all requests for tree removal permits. The request shall be submitted in accordance with the requirements specified herein.

- A. Tree Removal Permit: A request for a tree removal permit must be submitted and approved prior to the removal of any tree. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a tree removal permit has been issued.
- B. Fees: All tree removal permits shall be accompanied by a check made payable to the City of Colleyville per the following schedule:
 - 1. The resident of a single family home removing all or a portion of a tree which exists on the lot of record on which the single family home is built:.....*no fee required. Exception: For properties larger than two acres in size, if more than five protected trees are removed as part of a tree removal permit, the administrative official may require payment of a fee per sub-section two below only if the Administrative Official determines an intent to "clear cut" the property as described in Section 5.10(A)1b.*
 - 2. All other properties including rights-of-way:.....*\$50.00, plus \$25.00 per protected tree on the property, right-of-way, or development site. For residential subdivisions, the entire subdivision shall be considered the development site. Upon application submittal, the total number of protected trees on the site, including exempted areas, shall be indicated on the application form in order to determine the fee, which shall be paid at the time of submittal. If, upon review of the application and/or tree preservation plan, it is determined that the amount of protected trees tallied is incorrect, the difference in the fee calculation shall be paid, or refunded, prior to the issuance of the tree removal permit.*

Section 5.8 Submittal Requirements for Tree Removal Permits

Any tree removal permit request that requires the removal of a protected tree shall be accompanied by a tree preservation plan. As determined by the Administrative Official, tree removal permit applications that require no fee as listed in Section 5.7(B) above or require the removal of a minimal amount of trees on existing developed properties or within existing rights-of-way may not require a complete tree preservation plan and may only require a description of the trees to be removed showing a limited portion of a site or right of way may be based on an exhibit showing only that portion of the site.

- A. TREE PRESERVATION PLAN – Note: a tree preservation plan shall be submitted with a tree removal permit application form including payment of the required fee. The items required on a tree preservation plan shall, at a minimum, include the following:
 - 1. Title Block: includes street address; legal description (lot and block, subdivision name); date or revised date, north arrow; graphic (and written) scale; name, address, telephone number of owner and of person preparing the exhibit.

2. Location of all existing or proposed structures, improvements and site uses including pavement and landscaping, setback, easements and service connections, all properly dimensioned and referenced to property lines,
3. Existing and proposed site elevations, grades and major contours. Construction details of permanent grade changes around all trees.
4. Location of trunks, canopies and species of all existing protected trees, graphically differentiating between the trees to remain and those to be removed. A plus (+) character shall indicate trunk location and concentric circle shall indicate the size and canopy configuration. All protected trees shall be assigned a unique number classification.
5. Proposed general areas or locations of the replacement trees.
6. Locations of all critical root zones as defined in Chapter 2 – Definitions.

Additionally, tree information required shall be summarized in tabular form on the mitigation table in a format matching the example below and shall include:

7. The detailed list of trees to be removed including the classification number, exempt or non-exempt status, and whether the tree is to be saved or removed.
8. The total diameter of trees to be removed.
9. Replacement trees listed by species name, quantity, size and total diameter required for replacement of trees. (See Section 5.15 for replacement tree list.)
10. The tree preservation plan must be prepared and sealed by a registered landscape architect in the State of Texas.

Example of Tree Survey and Mitigation Table to Be Inserted on Preservation Plan							
Tree Species	Number of Trees on Site	Total Caliper Inches	Number of Exempt Trees Removed	Caliper Inches Exempt to be Removed	Number of Non-Exempt Trees Removed	Caliper Inches Non-Exempt to be Removed	Replacement Trees to be Planted (3" Caliper)
Red Oak	12	108	3	42	1	12	4
Post Oak	35	350	18	168	2	24	8
Cedar	10	89	1	12	0	0	0
Pecan	5	75	0	0	5	75	25
TOTAL	62	622	22	222	8	111	37

- B. Permit Validity: Permits for tree removal issued in connection with a building permit, subdivision plat and site plan shall be valid for the period of that plat's, building permit's or site plan's validity. Permits for tree removal not issued in connection with a building permit, subdivision or a site plan shall become void thirty (30) days after the issue date on the permit.
- C. Timing of Submittal: The tree preservation plan shall be submitted as follows:
 1. New subdivisions that include new streets and/or significant public improvements – submitted on or before the subdivision plat application submittal.

2. New commercial construction – submitted on or before the submittal of the required administrative site plan application.
 3. New home construction on existing platted lots – submitted on or before the building permit application submittal.
 4. All other situations – as required by the Administrative Official.
- D. Construction Plan Notations - The following notes shall be required to be shown on all construction plans:
1. All trees shown on this plan to be preserved shall be protected during construction with temporary fencing. Tree protection fences shall be installed prior to the commencement of any site preparation work (clearing, grubbing or grading).
 2. Fences shall completely surround the tree or clusters of trees. The fence shall be located at the outermost limits of the tree branches or critical root zone. The fence will be maintained throughout the construction project in order to prevent the following.
 - a. Soil compaction in the critical root zone resulting from vehicular traffic or storage of equipment or materials.
 - b. Critical root zone disturbances due to grade changes greater than two inches (2") cut or fill or boring which was not authorized by the City.
 - c. Wounds to the trunk, limbs or exposed roots by mechanical equipment.
 - d. Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.
 3. In cases of area constraints where the protective fence is closer to the trunk than four feet (4'), the trunk must be protected with strapped-on planking to a height of eight feet (8') or to the limits of the lower branching.
 4. All grading within critical root zones of protected trees shall be performed by hand or small equipment to minimize damage. Prior to grading, relocate the protective fencing to two feet (2') behind the grade change area.
 5. Trees most heavily impacted by construction activities should be watered deeply once a week during periods of hot and dry weather. Tree crowns should be sprayed with water periodically to reduce dust accumulation on the leaves.
 6. Trenching for landscape irrigation shall be located as far from the existing trunks as possible.
 7. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before construction begins.

Section 5.9 Minimum Tree Preservation Requirements

- A. Whenever a new residential subdivision plat is submitted for review, the Planning and Zoning Commission may evaluate whether an alternate street layout and grading plan which complies with all City subdivision standards would result in substantially greater compliance with the minimum tree preservation requirements of this section. In the event

such an alternate layout is determined by the Commission to be a reasonable use of the land then the applicant may substitute said alternative plan without being required to submit a new plat application. If, however, the applicant does not substitute said alternate layout or another acceptable plat to the Commission, failure of the applicant to do so shall be a basis for denial of the applicant's plat application.

- B. Minimum Existing Tree Preservation Requirements: When any new construction occurs, there shall be a minimum number of trees protected on the property. For new residential subdivisions, the entire boundary of the subdivision shall be considered as one property for the purpose of this section. The chart below shall be used to determine the minimum protection requirements:

Existing Tree Coverage Preservation Requirements:

<i>Percentage of existing protected canopy tree coverage</i>	<i>Minimum percentage of the existing protected canopy tree coverage to be preserved</i>
0% – 20%	70%
20.1 – 40%	60%
40.1% - 60%	50%
60.1% - 80%	40%
80.1% - 100%	30%

For the purpose of this section, canopy coverage shall be calculated based on the formula for the area of a circle with the individual tree radii equaling the diameter inches of the trunk of each protected tree measured at 4.5 feet above the base of the tree where it meets the ground. This calculation method may apply to developments approved, but not finalized, prior to October 6, 2014. Protected trees located within any of the exempted areas specified in Section 5.10(B) below may be credited toward the minimum existing preservation coverage requirements in the above table such that no more than 50% of the existing protected trees may be credited within an exempt area. NOTE: The minimum preservation coverage requirements listed above shall not be eligible for mitigation as described in Section 5.12.

- C. Exemption Provisions for Preserving Native Tree Stands: Given the requirements of Section B above, as an incentive for preserving groups of native trees in place, a development may be exempted from the mitigation requirements of Section 5.12. The purpose of the exemption would be to reward a more context sensitive approach in preserving native tree clusters such that the root systems of the trees to be preserved are not disturbed and the tree clusters left in their natural condition. In order to meet this exemption, the development must meet the following conditions:

1. The preservation area(s) shall, at a minimum, meet the requirements of Section B above with the following exception: the 50% credit provision shall not apply to the exemption provisions of this section;
2. The proposed preservation area(s) shall be identified on the tree preservation plan;
3. A minimum of 80% of the trees identified within the preservation area on the plan shall be regionally native trees, not classified as exempt, with emphasis given to native oak species;
4. Where possible, preserved trees should be grouped together with as few detached, designated preservation areas on the tree preservation plan as possible;
5. Final approval of the exemption provisions of this section shall be required by the Administrative Official. If approved, notwithstanding the requirements of Section D below, then all trees not located within a preservation area on the tree preservation

plan shall be classified as exempt from the mitigation provisions of Section 5.12 and the protection provisions of this chapter.

6. Approved preservation areas shall contain a perimeter fence, meeting the requirements of this chapter, around the entire preservation area until the development construction receives approval of a final inspection from the City. Said fence shall be placed a minimum of five feet from the outside edge of the drip line of any tree within said area. No earthwork, vehicle and equipment storage, or encroachments of any kind are permitted within the preservation area. No undergrowth shall be removed from a preservation area.

- D. Preservation of Heritage Trees: Heritage Trees, as defined in Chapter 2 - Definitions, may not be classified as exempted trees, regardless of whether or not they are located in any exempted area.

Section 5.10 Exempt and Non-Exempt Provisions

A. Exempted Persons

1. Exempted Persons: The following persons are exempt from the provisions of this Chapter only to the extent of their control over the particular class of properties and trees described below. Persons exempt from these provisions shall not be required to obtain tree removal permits.
 - a. An employee of the City of Colleyville, a public utility or an authorized contractor working in a dedicated public right-of way may in the course of business, may remove or prune that portion of a tree which prohibits the safe construction, repair or maintenance of a service line or facility.
 - b. The resident of a single family home may remove all or a portion of a tree which exists on the lot of record on which the single family home is built. Exception: For properties larger than two acres in size, if more than five protected trees are removed as part of a tree removal permit, the administrative official may require the resident to comply with the mitigation and preservation provisions of this chapter if it is deemed that an attempt to "clear-cut" all or a portion of the property in being made where no new accessory building, pool, building addition or other similar construction, not involving a principal permitted use, is being proposed as part of a submitted active building permit application. Any decision of the Administrative Official may be appealed per the provisions in Section 5.13. As it relates to this sub-section only, any appeal request shall not require payment of an application fee and said request shall be scheduled on the next available meeting.
 - c. A property owner or his authorized contractor, employee or tenant may remove a tree which has become severely diseased or damaged to the extent that it is beyond the point of recovery or is in danger of falling, as determined by the Administrative Official.
 - d. All landscape nurserymen shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the nursery premises which are planted and grown for the sale or intended sale to the general public.
 - e. Any person may remove all or a portion of a tree which has disrupted a public utility service due to tornado, storm, flood, or other act of God, but only that portion of the tree which is necessary to safely restore normal utility service.

- f. The following persons shall be exempt from the tree replacement provisions of this Chapter. However, such persons shall provide tree protection and replacements as per this Chapter for all remaining trees in non-exempt areas.
 - (1) A person performing work authorized by a building permit in the residential buildable area (building setback envelope).
 - (2) A person performing work authorized by an approved site plan in the commercial building footprint.
 - (3) A person performing work authorized by the approved grading and drainage plan in the residential setback envelope as part of the construction of a new subdivision only.
 - (4) An employee of the City of Colleyville and a public utility. Persons specifically performing work on a public improvement as part of a new subdivision plat or a separate dedication instrument in a dedicated public right-of-way, drainage or utility easement are hereby exempt. For the purpose of this sub-section, public improvements shall include any drainage facilities, utilities or streets/sidewalks/trails. Fences, gates and open space amenities are not considered public improvements.

B. Exempted Areas

- 1. New Residential Subdivisions that include public or private street dedications: Except where noted above, the following areas shall be exempt from the tree preservation requirements of this chapter:
 - a. Rights-of-way of newly dedicated streets; lots containing private streets.
 - b. Easements, only where new public improvements or facilities are being constructed
 - c. Residential setback envelope
 - d. Residential driveway: Note: this area may only be declared exempt by the City Council in a situation where no reasonable alternative driveway placement exists on the property such that protected trees may be avoided. The City Council determination process shall be through the submittal of an appeal request. As it relates to this sub-section only, any appeal request shall not require payment of an application fee and said request shall be scheduled on the next available meeting.
- 2. Existing Platted Residential Lots and New Residential Subdivisions with no new public or private street Dedications: Except where noted above, the following areas shall be exempt from the tree preservation requirements of this chapter:
 - a. Residential setback envelope
 - b. Residential driveway: Note: this area may only be declared exempt by the City Council in a situation where no reasonable alternative driveway placement exists on the property such that protected trees may be avoided. The City Council determination process shall be through the submittal of an appeal request. As it relates to this sub-section only, any appeal request shall not require payment of

an application fee and said request shall be scheduled on the next available meeting.

3. Platted Commercial/Institutional Lots: Except where noted above, the following areas shall be exempt from the tree preservation requirements of this chapter:

- a. Trees located within the new commercial/institutional building footprint and any tree located within five feet of said building footprint.

C. Exempted Tree Species

1. Exempted Tree Species: The following tree species shall be exempt from the tree preservation requirements of this chapter:

- a. Mesquite
- b. Hackberry
- c. Chinese Tallow
- d. Cottonwood Trees under 18 inches in diameter width
- e. Cedar trees (Cupressaceae family) - Exceptions: Any species of cedar utilized for required landscape screening as required by the Land Development Code or the provisions of any other City ordinance and/or conditional variance shall not be considered as exempt. Additionally, any Eastern Red Cedar planted as a replacement tree per the provisions of this chapter shall not be considered as exempt. Otherwise, any eastern red cedar that does not meet the above exceptions shall be considered exempt only if the tree is less than 13 inches in diameter width.
- f. Other regionally non-native tree species not listed on the tree replacement list in Section 5.14 and as determined by the Administrative Official based on the written recommendation of a certified arborist and/or landscape architect contracted or employed by the City. Said written recommendation shall be kept on file in the appropriate development records for the property for which the determination is made.

Section 5.11 Tree Protection

A major purpose of this Chapter is to protect all trees which are not removed and to allow approved construction to occur. The following procedures shall apply to all types of construction projects, public and private, which involve development around trees.

The following procedures are deemed appropriate in the situations noted; however, unique circumstances may allow modifications if deemed necessary by the Administrative Official.

- A. Prohibited Activities: The following activities shall be prohibited within the limits of the critical root zone of any tree which is subject to the requirements of this Chapter.

1. Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the critical root zone of any tree.

2. Equipment Cleaning / liquid disposal: No equipment may be cleaned or other liquids deposited within the limits of the critical root zone of a tree. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.
 3. Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
 4. Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the critical root zone of trees.
- B. Pre-Construction: The ensuing procedures shall be followed prior to construction.
1. Tree Flagging: All trees to be removed from the construction site shall be flagged with bright red vinyl tape wrapped around the main trunk at a height of four feet (4') or more such that the tape is visible to workers on foot or driving equipment.
 2. Tree Identification: All protected trees shall be tagged with the unique classification number described in Section 5.8. Said number shall correspond to the number listed on the tree protection plan and shall be clearly visible and legible on a metallic surface located between four and five feet above the base of the tree. The classification number shall remain on the tree until all construction is complete and final approval has been obtained by the City.
 3. Protective Fencing: All protected trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height. The protective fencing may be located within the critical root zone of the specimen tree for approved construction only as determined by the Administrative Official. The fencing shall follow the delineation of the approved construction. In order to protect the trunk, the trunks of all protected trees shall be wrapped with orange vinyl construction fencing such that the trunk will be easily visible during construction activities.
 4. Bark Protection: in situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree.
 5. Construction Pruning: In a case where a low hanging limb may be broken during the course of construction, the obtrusive limb may be cut. The limb shall be cut either flush to the trunk on or at the next joint of the limb. The wound shall then be sealed with pruning paint.

In no instance shall pruning involve a portion of the trunk or thirty percent (30%) of the entire canopy without the Administrative Official's prior approval.
 6. Site Signage: Prior to, and during, construction activities, a sign(s), clearly visible from any adjacent roadways, shall be placed by the developer stating the following: "All trees located within an orange fenced area are considered protected. To report any tree protection violations, please contact (phone number designated by the Administrative Official)". The Administrative Official may require the addition of more specific contact information to the sign. Lettering shall be a minimum of 8 inches in height, shall be legible and able to be read from a passing vehicle on any adjacent roadway. The sign dimensions shall, at a minimum, be five feet in width and height. The overall sign height shall be a minimum of eight (8) feet in height measured from the ground to the top of the sign. The sign colors shall be as follows: lettering shall be black, the sign background shall be fluorescent green.

- C. Improvement within the Critical Root Zone of a Tree: Design constraints often dictate that trees slated for preservation have some encroachment on their critical root zone, as defined in Chapter 2 - Definitions. The following is the minimum design criteria, which is allowed within the critical root zone of a tree. Development exceeding the criteria would put the tree at risk and therefore no longer be considered a preserved tree. In such a case replacement trees shall also be required.
1. Grade Changes: In the event that grade changes must be made around a tree or group of trees, the following shall be implemented in order to maintain oxygen and water exchange within the tree's critical root zone.
 - a. A minimum of seventy-five percent (75%) of the critical root zone must be preserved at natural grade with natural ground cover or landscaping for the tree to be considered a preserved tree.
 - b. No cut or fill greater than two inches (2") shall be located closer to the tree trunk than one half (1/2) of the radius of the critical root zone radius distance.
 - c. Increase Grade: Provide an aeration system just outside the tree's critical root zone. A dry well located a minimum of one-half (1/2) of the radius of the critical root zone.
 - d. Decrease Grade: Provide retaining walls outside the critical root zone to mitigate cuts.
 2. Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight inches (48").
 3. Trenching: irrigation systems shall be designed to avoid trenching across the critical root zone of any tree.
 4. Paving: A maximum of twenty five percent (25%) of the critical root zone of a tree may be covered with impervious paving. The pavement and the cut and fill for the pavement is to not exceed one-half (1/2) of the critical root zone radius distance.
- D. Special Designated Tree Protection Areas by Other Ordinances and Plats: Any specifically classified tree, landscape or other similar type of classification that prescribes that trees and/or existing landscaping shall be protected within a specifically defined area as a condition of a zoning ordinance such as PUD or SUP, variance and/or plat shall, at a minimum, meet the following provisions:
1. During any construction activities, said area shall be completely contained within a fenced area meeting the tagging and fencing requirements for tree protection in this chapter.
 2. Unless authorized as part of the original approving language for said area, or where another code requirement applies to the maintenance and upkeep of high grass, weeds and other related nuisances, no trees, landscaping, soil or vegetation of any kind may be removed, or otherwise disturbed, within said area and no construction of any kind may occur except
 3. Unless noted as part of the original approving language for said area, the exemption provisions for the resident of a single family home shall apply regarding the provisions of this section.

Section 5.12 Mitigation Requirements

Any protected tree which is six inches (6") or greater that is removed, destroyed or more than 50% damaged and does not meet the exemption provisions of this chapter shall be mitigated per the requirements of this section. In the event that the loss of a protected tree requires mitigation, the party responsible for mitigation shall either replace the protected tree(s) by planting new trees, pay a mitigation fee or a combination of both. For the purpose of this Chapter, trees removed within any City right-of-way or other City owned property by anyone not exempted by the provisions of this chapter shall be mitigated per the requirements of this section and other applicable City ordinances.

The mitigation authorized by this section is not meant to supplant good site planning. Tree replacement will be considered only after all design alternatives which could save more existing trees have been evaluated.

A. Mitigation Through Planting New Replacement Trees: A sufficient number and diameter of replacement trees shall be planted in order to equal the total diameter inches or fraction thereof of trees six inches (6") or greater and slated for removal.

1. All medium and large, and palm replacement trees shall be a minimum of six inches (6") diameter when measured one foot (1') above the soil line and a minimum of 12 feet in height when planted. All screening and ornamental trees shall be a minimum of three inches (3") diameter when measured one foot (1') above the soil line and a minimum of eight (8) feet in height when planted.

Examples-

- a. A total of 18" diameter to be removed shall be replaced with 3 – 6" diameter medium, large or palm trees.
 - b. A total of 18" diameter to be removed shall be replaced with 6 – 3" diameter screening and ornamental trees.
2. All replacement trees shall be a species listed on the replacement tree list and guaranteed for three years from the date of the final inspection and acceptance of the project. In instances where a replacement tree satisfies a landscaping requirement as regulated in Chapter 4-Landscaping and Buffering, then said tree shall be maintained per the provisions of Chapter 4.
 3. The location of replacement trees is restricted from utility easements and rights-of-way. The location shall not be in an area such that the mature canopy of the tree will interfere with overhead utility lines. No trees shall be planted within ten feet (10') of a fire hydrant.
 4. Replacement trees should be planted on the site from which existing trees are to be removed. If this is not feasible, an applicant may initiate a proposal to plant trees off-site. This may be approved if the planting site is no more than one-half mile from the site where the original trees were removed.
 - a. Replacement trees shall be planted prior to the issuance of the Certificate of Occupancy or project release. Optimum planting times do not always correspond to project completion. For that reason, replacement tree plantings may take place after the project is released by the City; provided, that before project release, a fiscal security is posted in the amount equal to the prevailing rate for installed trees with a three (3) year guarantee, plus fifteen percent (15%) to cover administrative cost.

- b. A minimum of 75 percent of all replacement trees planted as part of the required mitigation for a development under the provisions of this section shall be classified as a medium and large tree as listed on the replacement tree list
- B. Mitigation Through Payment of Fee: A monetary fee of \$250.00 per diameter inch of the tree(s) removed or damaged shall be assessed and paid to the City of Colleyville. All mitigation fees shall be deposited into the City's Tree Preservation Fund. All funds shall be paid prior to the final approval and/or issuance of the Certificate of Occupancy.
- C. Mitigation of Heritage Trees: Heritage Trees, as defined in Chapter 2 – Definitions and noted in Section 5.8:
 - 1. A monetary fee of \$500.00 per diameter inch of the Heritage Tree removed or damaged shall be assessed and paid to the City of Colleyville and deposited into the City's Tree Preservation Fund. All funds shall be paid prior to the final approval and/or issuance of the Certificate of Occupancy. or;
 - 2. If replacement trees are to be planted, the total amount of replacement inches to be planted shall be in an amount that is twice the diameter inches of the Heritage Tree(s) removed and shall, otherwise, meet the requirements of Section A above.
- D. Colleyville Tree Preservation Fund: All mitigation fees and non-criminal penalties mentioned below shall be paid into the Colleyville Tree Preservation Fund. The fund shall be administered by the City Manager or his/her designee and shall only be used for the planting of new trees on City owned or leased properties, rights-of-way and other public properties such as public schools, county and State properties located within the City of Colleyville.
- E. If any protected tree dies within three (3) years of the issuance of the certificate of occupancy, final inspection or acceptance of public improvements and is brought to the attention of the city manager or his/her designee, the original permit applicant shall be subject to the replacement/mitigation requirements for protected trees per this section.

Section 5.13 Penalties and Violations

- A. Civil Penalties: If any protected tree is removed from any real property without a tree removal permit, or if a protected tree is injured during construction where an active tree removal permit has been issued because of failure to follow required tree protection measures of this chapter such that the tree dies or may reasonably be expected to die, the City shall have the authority to impose the following penalty:
 - 1. The violator shall plant new trees at a rate that is three times the diameter inches of tree(s) removed. All plantings shall meet the requirements of Section 5.12. For example, if a 20 inch diameter width tree is removed in violation of this Chapter, then a minimum of 60 inches of new trees shall be planted. A planting plan for the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted when all other required landscaping and/or mitigation is planted. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed through the submittal of an approved planting plan and/or the planting of new trees. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted.

2. If the violator, due to property constraints or other impediments, cannot plant the required new trees mentioned in Section One, the violator may petition the City Council through the appeal process mentioned in Section 5.14 to allow a monetary penalty in lieu of the above planting requirements. Said monetary penalty shall be a minimum of \$750.00 per caliper inch of diameter width of the protected tree(s) removed or damaged, payable to the tree preservation fund mentioned above. If a tree is removed without authorization and the size of the tree cannot be determined given the lack of a tree survey or other official documentation, then the minimum penalty shall be \$15,000.00 per tree. If approved by the City Council, said penalties shall be paid no later than 30 days from the action of the City Council. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is paid. In the event that the penalty is not paid within the prescribed timeframe, the City may impose a lien on the property until such time the penalty is paid.

- B. Criminal Penalty: In addition to the civil penalties of this chapter, any person violating or failing to comply with any provision or requirement of this Chapter, including but not limited to the mitigation requirements of this section, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, without exception, be fined the maximum amount of \$2,000.00. A separate offense shall be deemed committed upon each day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.

Section 5.14 Appeals

Any appeal to the provisions of this chapter and/or any appeal to a decision of the Administrative Official relative to the provisions of this chapter shall be heard by the City Council.

Section 5.15 Replacement Tree List

The following is the list of appropriate and approved replacement trees which have been selected on the basis of their suitability in the urban environment of North East Tarrant County.

REPLACEMENT TREE LIST			
<u>SCREENING TREES</u>	<u>ORNAMENTAL TREES</u>	<u>MEDIUM AND LARGE TREES</u>	<u>PALMS</u>
ARBORVITAE	BLUE POINT JUNIPER	AMERICAN ELM	CALIFORNIA FAN PALM
BLUE POINT JUNIPER	CAROLINA BUCKTHORN	ARISTOCRAT PEAR	MEXICAN FAN PALM
CHINESE PHOTINIA	CAROLINA CHERRY LAUREL	ARIZONA CYPRESS	NEEDLE PALM
CAROLINA CHERRY LAUREL	CRAPE MYRTLE	BALD CYPRESS	SABAL PALM
EAST PALATKA HOLLY	DECIDUOUS HOLLY	BOIS D' ARC	WINDMILL PALM
EASTERN RED CEDAR	DESERT WILLOW	BUR OAK	
LITTLE GEM MAGNOLIA	EAST PALATKA HOLLY	CEDAR ELM	
NELLIE R. STEVENS HOLLY	FIG	CHINESE PISTACHE	
SAVANNAH HOLLY	ITALIAN CYPRESS	CHINQUAPIN OAK	
WAX MYRTLE	JAPANESE MAPLE	DEODAR CEDAR	
YAUPON HOLLY	LACEY OAK	EASTERN RED CEDAR	
	MEXICAN BUCKEYE	EVE'S NECKLACE	
	NELLIE R. STEVENS HOLLY	FOREST PANSY REDBUD	
	OKLAHOMA REDBUD	GINKGO BILOBA	

	SAVANNAH HOLLY	LACEBARK ELM	
	SUMAC	LITTLE GEM MAGNOLIA	
	TEXAS MOUNTAIN LAUREL	LIVE OAK	
	VITEX	PECAN	
	WAX MYRTLE	PERSIMMON	
	YAUPON HOLLY	SHANTUNG MAPLE	
		SHUMARD RED OAK	
		SOUTHERN MAGNOLIA	

Section 5.16 Amendments

Reserved for listing of amendments to this Chapter.

Ord. Number	Date	Subject
O-00-1214	4-18-00	Adoption of Tree Preservation in Land Development Code
O-09-1734	11-4-09	Amendments to Chapter 5 based on recommendations of consultant
O-14-1933	10/6/2014	Comprehensive amendments including incentives for preserving native tree stands, addition of fees, changes to penalties and other modifications

Chapter 5 Urban Forestry

Section 5.1 Purpose of This Chapter

The purpose of this chapter is to promote, conserve, and enhance the City's Urban Forest by:

- ~~Recognizing~~ the historical and cultural importance of the Eastern Cross Timbers and its impact on Colleyville;
- ~~Recognizing~~ the environmental, economic, social, and aesthetic benefits of trees;
- ~~Encouraging~~ and facilitating site planning and design which preserves trees and natural areas;
- ~~Protecting~~ trees during construction
- ~~Limiting~~ the removal of trees
- ~~Providing~~ for the establishment of a diversity of native and adapted trees.

It is the further intent of this chapter to:

- ~~Compliment~~ Destination Colleyville;
- ~~Compliment~~ The City of Colleyville Comprehensive Master Plan
- ~~Compliment and~~ The City of Colleyville Parks Master Plan
- ~~as well as maintain~~ing and enhancing Colleyville's identity as a Tree City USA.

Section 5.2 Authorization for Adoption of This Chapter

The regulations contained in this chapter have been adopted under the authority of *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality. This chapter is also adopted under the authority of *the Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 5.3 Variances and Appeals

Except where provided in this chapter, any person seeking approval of a development as required by this Land Development Code may request a variance from a requirement contained in this chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 5.4 Definitions

Definitions applicable to this chapter may be found in *Chapter 2 – Definitions* of this Land Development Code.

Section 5.5 Tree Removal and Damage

No person directly or indirectly shall cut down, destroy, remove, move, damage, or effectively destroy through damaging the roots, trunk or canopy, any tree without first obtaining the required approvals or permits as outlined in this chapter, unless otherwise exempted by the provisions of this chapter.

Section 5.6 Applicability

A. Prior to the following activities, review and approval of that activity's compliance with this chapter (Urban Forestry Review) shall be completed by the Administrative Official unless subject to the exemptions in Paragraph B:

1. Removal, damage, or adverse impact of any Protected Tree.
2. Construction or expansion of structures for which a building permit is required.
3. Demolition of structures.
4. Clearing, grading, excavation, filling, or paving on any site or property that has existing Protected Trees.
5. Subdivision of land into lots by Preliminary Plat, Final Plat, Minor Plat, or Replat.
6. Required Site and landscape plan submittals for commercial or institutional uses as well as any site plans ~~that are part of~~ a PUD, SUP, or other Zoning ~~Case~~.

Commented [CT1]: This is in fact the correct use of the singular ("a...Zoning Case")

B. Exemptions to Urban Forestry Review:

1. Authorized City employees or contractors and authorized Franchise Utility employees or contractors may, in the course of official business, remove, damage, or adversely impact Protected Trees or portions thereof which exist in a dedicated public street right-of-way or a public utility easement which the City or Franchise Utility has an interest in. The removal, damage, or adverse impact shall be limited to the extent reasonably necessary to install, maintain, or replace utilities or infrastructure. If a Tree Preservation Plan is approved showing to preserve trees in public utility easement or street right-of-way dedicated for new or expanding streets, then those trees shall be preserved and protected per the approved plans. Ordinance O-98-1130 shall govern management and control of all trees within City street right-of-ways, City public parks, and City owned facilities.
2. Any of the above activities may be done without Urban Forestry Review on properties with an active single-family use that are one (1) acre or less in area and where a habitable single-family home exists and is occupied as the primary residence of the landowner. If the landowner owns contiguous individual lots or tracts, the sum of all land shall be used to determine the size restriction of this exemption.
3. All landscape nurserymen shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the nursery premises which are planted and grown for the sale or intended sale to the general public.

Commented [BB2]: The P&Z Commission had a discussion regarding this threshold. One concern is that the threshold is too small.

Section 5.7 Tree Preservation and Canopy Cover

All new development and redevelopment, to include additions, shall provide a minimum site tree canopy coverage per this Section through preservation of existing trees on the same site and establishment of new ~~one~~ trees on the same site.

A. Calculation of Tree Canopy:

1. The canopy area for each existing Protected Tree shall be assumed as a circle having a radius in feet equal to the DBH in inches of that tree. Example: A 10 inch DBH tree would have a canopy diameter of 20 feet and a canopy area of 314 square feet.
2. The canopy area for each new tree shall be credited based on the categories of large, medium, and small canopy trees: Large - 2000 sqft; Medium - 1000 sqft; Small - 100 sqft. The Administrative Official shall develop, update, and maintain on file a list of tree species and their associated size category and canopy credit.

Commented [BB3]: The P&Z Commission had a discussion regarding these numbers and whether they are correct.

B. Non-single-family residential uses:

1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Commercial Building Envelope (includes a five (5) foot buffer) shall be required.
2. The total preservation plus tree planting credit shall have a minimum canopy area equal to 50% of the total area of the lot(s) or tract(s).

- C. Development or redevelopment of single-family residential uses on individual lots or tracts:
 - 1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Residential Building Envelope (includes a ten (10) foot buffer) shall be required.
 - 2. The total preservation plus tree planting credit shall have a minimum canopy area equal to 50% of the total area of the lot(s) or tract(s).
- D. Additions and expansions to existing single-family residential uses on individual lots or tracts:
 - 1. When an addition or expansion to the footprint of a single-family residence equals 50% or more of the existing footprint, the regulations per ~~Paragraph~~letter 'C' above shall apply.
- E. Development of new single-family residential subdivisions:
 - 1. Preservation of a minimum of 50% of the Protected Tree Canopy on the entire subdivision shall be required. The calculation shall include Protected trees located in newly dedicated streets (public or private), public water, sanitary sewer, gas, electric, telecommunication, drainage and general utility easements. The calculation shall exclude trees located in existing public utility easements containing existing in-service water, sanitary sewer, gas, electric, or telecommunication installations as well as additional public street right-of-way dedicated adjacent to an existing public or private street. The purpose of not excluding trees in new streets and easements is to promote subdivision design and layout that prioritize preservation of trees.
 - 2. Within the required primary building setback areas (non-buildable areas for primary structure), a minimum of 75% of the Protected Tree Canopy shall be preserved. This is a separate calculation from that in Paragraph E.1.
 - 3. Once the subdivision is constructed, all improvements are accepted by the City, the Administrative Official has inspected and verified compliance with required tree preservation, and Community Development has issued a letter of acceptance allowing submittal of new single-family building permits, then the preservation requirements of Paragraph C shall apply and each lot will be reviewed separately for tree preservation and planting based on that lots remaining trees and proposed location of single-family home.
- F. Artificial Lots:
 - 1. When more than 50% of a lot or tract being developed or redeveloped is to remain untouched by tree removal, grading, excavation, filling, paving, or building, then an artificial lot may be delineated around the portion being developed and serve as the basis for calculation of tree canopy preservation and coverage. The delineation should not leave small strips or gaps adjacent to property lines and should generally only leave out one side of a property. Review and pre-approval of delineation for artificial lots shall be required.
- G. Dead, Declining, and Hazardous Trees:
 - 1. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from inclusion in the review of tree preservation and canopy cover calculation.

Section 5.8 Heritage Trees

- A. Heritage Trees are those specimens that have attained a significant age and are the heritage of earlier residents of Colleyville or simply pre-date the community. All post oaks and blackjack oaks 15 inches DBH and larger, cottonwood, water oak, green and white ash 35 inches DBH and larger, and all other Protected Tree species 25 inches DBH and larger are hereby considered Heritage Trees.

- B. Removal of any Heritage Tree in any location shall require mitigation by one of the following options:
1. Plant trees with a total canopy credit of five (5) times the canopy area of the removed tree. Trees shall be planted on the same property that the Heritage Trees are removed unless an alternative location within the City is approved by the Administrative Official. The tree planting standards of Section 5.10 shall apply.
 2. Pay into the City of Colleyville Tree Fund at a rate of \$100 per DBH inch.

Section 5.9 Tree Protection Standards

The following procedures shall be followed for all construction projects which involve activity that requires Urban Forestry Review, unless an alternative is deemed appropriate by the Administrative Official.

- A. Pre-Construction: The ensuing procedures shall be followed prior to construction.
1. All Preserved Trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height.
 2. Lumber shall be wrapped vertically around the tree trunk and held in place with wire or any other non-damaging method if a tree is within ten (10) feet of the construction of a building or any other situation determined by the Administrative Official that would pose a physical risk to the tree trunk.
 3. In order to prevent damage to low hanging limbs, anything that may be impacted by equipment shall be pruned according to ANSI A300 standards.
 4. Each area of tree protection shall require temporary signage that indicates the area is a "Tree Protection Area" and to "Keep Out". A wording standard will be developed, updated, and maintained by the Administrative Official. The wording shall be in English and Spanish and include the appropriate contact phone number with the City to report violations.
- B. During Construction: The following procedures shall be followed within the limits of the Critical Root Zone (CRZ) of any Preserved Tree for any activity that is subject to the requirements of this chapter.
1. No placement of materials intended for use in construction or waste materials accumulated due to excavation or demolition.
 2. No equipment may be cleaned or other liquids deposited. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.
 3. No signs, wires or other attachments, other than those of a protective nature shall be attached to the trees.
 4. No vehicular and construction equipment traffic or parking.
 5. Underground utilities shall be bored underneath trees' CRZ unless pre-approved by the Administrative Official.
 6. Irrigation systems shall be designed to NOT require trenching across the critical root zone of any tree unless otherwise approved by the Administrative Official.
 7. No digging, building, paving, or elevation changes.

Section 5.10 Tree Planting Standards

All new trees required to be planted under this chapter shall meet the following standards.

- A. Minimum size shall be three (3) inch caliper for large and medium canopy trees and one and one-half (1.5) inches for small canopy trees, measured at six (6) inches above the ground level.
- B. Minimum spacing between trees is ~~twenty~~-thirty (30) feet for large, fifteen (15) feet for medium, and eight (8) feet for small trees. Adjacent trees of different sizes shall meet the spacing requirement of the smaller tree.
- C. Trees shall be free from severe bark, cambium, or limb damage due to handling and planting.
- D. Trees shall be healthy and have minimal branch dieback.
- E. Trees shall have a single trunk or stem unless they are a small canopy tree whose ornamental value is attributed to having multiple stems.
- F. Trees shall not have co-dominant terminal leaders.
- G. Trees shall not be planted with the root collar below the soil and mulch shall not be piled up against the trunk.
- H. Trees shall be selected from the City of Colleyville Preferred Tree Planting List, to be developed, updated, and maintained on file. Trees outside of the list require pre-approval by the Administrative Official.
- ~~H-I.~~ Trees shall not be planted in public utility easements or public street right-of-way without approval of the Administrative Official.

Section 5.11 Permits

- A. Tree Removal Permit
 - 1. An application for tree removal permit must be submitted, reviewed for compliance with this chapter, and approved prior to the removal of any tree.
- B. For trees that have become an immediate high hazard to persons or property, the hazard can be mitigated to a safe condition prior to permitting, but the tree parts and evidence of the damage should not be removed from the site unless sufficient photo evidence is taken in advance. An after-the-fact tree removal permit will be required within 30 days of the event and no fees or mitigation will be required as long as sufficient evidence of the hazard can be provided. If trees are removed prior to review or approval of a tree removal permit and no evidence can corroborate the hazard then the City may enforce the penalties of this chapter.
- C. Fees: All tree removal permits shall be accompanied by a check made payable to the City of Colleyville per the following schedule:
 - 1. A person that owns and has primary residence of a single-family home on a lot or combination of contiguous adjacent lots or tracts that total more than one (1) acre will not be charged a permit fee.
 - 2. All others will require a \$50 base fee plus an additional \$25 per Protected Tree that is to be removed.
 - 3. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the

ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from fees under this Section 5.11(C).

Section 5.12 Plan Submittals

All activity that requires Urban Forestry Review shall have the following plans submitted for review. The Administrative Official shall maintain and keep on file an outline for all specific items required on the following plans as well as any permit applications or additional documents required for review of each activity.

- A. Tree Survey: shall include, but is no limited to, an inventory of all Protected Trees on the property, property boundaries, property easements, existing structures and paving, tree trunk location, a unique tree identification number, common name or species, trunk Diameter at Breast Height (DBH), and an outline of the Critical Root Zone (CRZ). If there are no Protected Trees on the property the Administrative Official may waive this submittal.
- B. Urban Forestry Plan shall include, but is not limited to: property boundaries and easements; building setbacks; all Protected Trees; identify trees to be removed or preserved; outline the preserved trees' CRZ; show grade changes; show all new improvements such as structures, paving, major utilities; show locations, types, and sizes of new trees.

Section 5.13 Penalties and Violations

- A. Civil Penalty: The Administrative Official shall have the authority to impose a civil tree mitigation penalty on any person, firm, or corporation who causes If any Protected Tree is to be cut down, destroyed, removed, moved, damaged, or effectively destroyed through damaging the roots, trunk or canopy without first obtaining the required approvals or permits as outlined in this chapter. The violator shall, the Administrative Official shall have the authority to impose a civil tree mitigation penalty requiring the applicant to choose one, or a combination of, the violation remedy options contained in this section. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed. Where the dbh size of any tree cannot be measured due to that part of the tree being removed from the site or destroyed, the City shall have the authority to estimate the tree's DBH size based on any remaining physical evidence, photos, and documents.
- 1. Option 1. Tree Planting: The violator shall plant new trees with a canopy credit equal to five (5) times the canopy area of the removed trees. If the tree is a Heritage Tree, then the violator shall plant new trees with a canopy credit equal to ten (10) times the canopy area of the removed tree. All tree plantings shall meet the standards of Section 5.10. Trees shall be planted on the same property that the violation occurred unless an alternative location within the City is approved by the Administrative Official. A tree planting plan and timeline for installation of the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted prior to final inspections. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted.
- 2. Option 2. Tree Fund: The violator shall pay into the City of Colleyville Tree Fund at a rate of \$250 per DBH inch of tree removed. If the tree is a Heritage Tree, then the violator shall pay \$500 per DBH inch of tree removed. Payment must be provided no later than 30 days of-after the Offense. In the event that the trees-fees are not planted

paid within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the ~~trees-fess~~ are ~~planted~~paid.

- B. Criminal Penalty: In addition to the civil penalties of this chapter, where any person, firm, or corporation ~~violating-violates~~ or ~~failing-fails~~ to comply with any provision or requirement of this chapter, the Administrative Official shall have the authority to issue a citation for a misdemeanor to any and all such persons, firms, or corporations, who upon conviction shall be fined not more than two thousand dollars (\$2,000.00) per violation including but not limited to the mitigation requirements of this section, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, without exception, be fined the maximum amount of \$2,000.00. When the violation involves the cutting down, destruction, removal, or damage to a Protected Tree, each tree shall be considered a separate offense. Additionally, a separate offense shall be deemed committed upon each day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.

Section 5.14 Appeals

Any appeal to the provisions of this chapter and/or any appeal to a decision of the Administrative Official relative to the provisions of this chapter shall be heard by the City Council.

Section 5.16 Amendments

Reserved for listing of amendments to this chapter.

Ord. Number	Date	Subject
O-00-1214	4-18-00	Adoption of Tree Preservation in Land Development Code
O-09-1734	11-4-09	Amendments to Chapter 5 based on recommendations of consultant
O-14-1933	10/6/2014	Comprehensive amendments including incentives for preserving native tree stands, addition of fees, changes to penalties and other modifications
<u>O-19-xxxx</u>	<u>XX/XX/2019</u>	<u>Substantial amendment to the chapter as part of a total LDC review</u>

Large Canopy Trees:

credit/spacing = 2000 ft²/30ft

Common Name	Species
pecan	<i>Carya illinoensis</i>
deodar cedar	<i>Cedrus deodara</i>
green ash	<i>Fraxinus pennsylvanica</i>
'Skyline' thornless honeylocust	<i>Gleditsia triacanthos</i> 'Skyline'
black walnut	<i>Juglans nigra</i>
Southern magnolia	<i>Magnolia grandiflora</i>
Mexican sycamore	<i>Platanus mexicana</i>
American sycamore	<i>Platanus occidentalis</i>
London planetree	<i>Platanus x acerifolia</i>
Eastern cottonwood	<i>Populus deltoides</i>
Texas red oak	<i>Quercus buckleyi</i>
bur oak	<i>Quercus macrocarpa</i>
chinquapin oak	<i>Quercus muhlenbergii</i>
Shumard oak	<i>Quercus shumardii</i>
post oak	<i>Quercus stellata</i>
live oak	<i>Quercus virginiana</i>
American elm	<i>Ulmus americana</i>
cedar elm	<i>Ulmus crassifolia</i>
lacebark elm	<i>Ulmus parvifolia</i>

Medium Canopy Trees:

credit/spacing = 1000 ft²/15ft

Common Name	Species
Caddo maple	<i>Acer barbatum</i> var. <i>caddo</i>
bigtooth maple	<i>Acer grandidentatum</i>
chalk maple	<i>Acer leucoderme</i>
Shantung maple	<i>Acer truncatum</i>
'Jeffersred' Freeman's maple	<i>Acer x freemanii</i> 'Jeffersred'
common persimmon	<i>Diospyros virginiana</i>
Texas ash	<i>Fraxinus texensis</i>
ginkgo	<i>Ginkgo biloba</i>
Kentucky coffeetree	<i>Gymnocladus dioica</i>
Texas walnut	<i>Juglans microcarpa</i>
Eastern redcedar	<i>Juniperus virginiana</i> var. <i>virginiana</i>
golden raintree	<i>Koelreuteria paniculata</i>
'Bracken's Brown Beauty' Southern magnolia	<i>Magnolia grandiflora</i> 'Bracken's Brown Beauty'
'Claudia Wannamaker' magnolia	<i>Magnolia grandiflora</i> 'Claudia Wannamaker'
'DD Blanchard' Southern magnolia	<i>Magnolia grandiflora</i> 'DD Blanchard'
Eldarica (Afghan) pine	<i>Pinus eldarica</i>
Italian stone pine	<i>Pinus pinea</i>

Chinese pistache

'Aristocrat' Callery pear

'Autumn Blaze' Callery pear

'Chanticleer' Callery pear

Lacey oak

blackjack oak

Monterrey oak

Western soapberry

pond cypress

bald cypress

Montezuma cypress

Pistacia chinensis

Pyrus calleryana 'Aristocrat'

Pyrus calleryana 'Autumn Blaze'

Pyrus calleryana 'Chanticleer'

Quercus laceyi

Quercus marilandica

Quercus polymorpha

Sapindus drummondii

Taxodium ascendens

Taxodium distichum

Taxodium mucronatum

Small Canopy Trees:

credit/spacing =100 ft²/8ft

Common Name

Species

Japanese maple

Acer palmatum

common button-bush

Cephalanthus occidentalis

eastern redbud (incl. Texas & Mexican varieties)

Cercis canadensis

desert willow

Chilopsis linearis

rough-leaf dogwood

Cornus drummondii

American smoke tree

Cotinus obovatus

Texas persimmon

Diospyros texana

Carolina buckthorn

Frangula caroliniana

fragrant ash

Fraxinus cuspidata

possumhaw (deciduous holly)

Ilex decidua

yaupon holly

Ilex vomitoria

'Savannah' holly

Illex x attenuata 'Savannah'

ash juniper

Juniperus ashei

'Torulosa' juniper

Juniperus chinensis 'Torulosa'

crape myrtle

Lagerstroemia indica

'Little Gem' southern magnolia

Magnolia grandiflora 'Little Gem'

Mexican plum

Prunus mexicana

Bigelow oak (white shin oak)

Quercus sinuata var. *breviloba*

prairie sumac, flameleaf sumac

Rhus lanceolata

Eve's necklace

Sophora affinis

Texas mountain laurel

Sophora secundiflora

Mexican buckeye

Ungnadia speciosa

rusty blackhaw

Viburnum rufidulum

vitex, Chase tree

Vitex agnus-castus

ORDINANCE O-19-2073

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 5 – TREE PRESERVATION OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville approved Ordinance O-00-1214 on April 18, 2000, adopting the Land Development Code; and

WHEREAS, the City of Colleyville desires to amend Chapter 5 – Tree Preservation of the Land Development Code as part of a comprehensive review of the Land Development Code; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing.

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

- Sec. 1. THAT *Chapter 5 – Tree Preservation* of the Land Development Code are hereby amended to read as depicted in the attached Exhibit "A".
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 4. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations

of this ordinance.

Sec. 5. THAT this ordinance shall take effect immediately from and after its passage.

Sec. 6. THAT all other provisions of the Land Development Code shall remain in full force and effect, except as amended herein.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of January 2019.

The second reading and public hearing being conducted on the 22nd day of January 2019.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 22ND DAY OF JANUARY 2019.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit “A”

{Chapter 5}



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 01/15/2019

Number Ordinance O-19-2074

Type Ordinance

Department Community Development

Title

Consideration of amendments to the Land Development Code, specifically Chapter 7 – Sign Regulations

Strategic Plan

4.3 Adopt best-practice planning and development processes

Explanation

Public Hearing and First Reading

The City Council had instructed staff to review and propose amendments to each chapter within the City's Land Development Code (LDC). City staff has already reviewed the attached chapters with the City Council at a recent worksession meeting. The process for adopting amendments to the LDC include formal review and recommendation by the Planning and Zoning Commission followed by formal review and approval by the City Council.

The attached chapters are a continuation of the formal adoption process. Any remaining chapters will be brought forward over the next several months until the entire Land Development Code has been reviewed.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval as presented with modifications at their December 10, 2018 meeting by a vote of 6-0.

Financial Impact

There is no fiscal impact to the City of Colleyville for this item.

Recommendation

Approve

Attachments

1. Sign Code Summary of Major Changes 12.10.18
2. Ch. 07 Sign DRAFT Regulations
3. Ordinance - O-19-2074

Summary of Major Changes

Major Changes:

1. Electronic Message signs image, illumination, SUP request properties on Precinct Line and Hwy 26– pg. 7-3
2. Remove Commercial Driveway visibility triangles- pg. 7-5
3. Freestanding signs/Monument signs- reduce size from 112 s.f. to 78 s.f. and height from 8 ft. to 6 ½ ft. – pg. 7-6
4. Institutional signs- to match Freestanding/Monument signs and changeable reader board- pg. 7-7
5. Remove Off-Premises Institutional Signs- pg. 7-8
6. Multi-family Signs- add masonry requirement to sides- pg. 7-8
7. Major Shopping Center Landmark Signs- lower height and have center identification above business/tenant- pg. 7-10

Summary of Major Changes Continued

Major Changes:

- 8. Wall Signs- sign area measurement clarified- pg. 7-13**
- 9. Remove Missing Pet Signs- pg. 7-16**
- 10. Political Signs- reduce height, increase to 60 days prior to election, and remove allowance in public right-of-way- pg. 7-17**
- 11. Window Signs- allow not to obscure more than 25% of any individual window pane – pg. 7-20**
- 12. Temporary Community Special Event Signs- remove allowance in public right-of-way- pg. 7-22**
- 13. Remove Search Lights- pg. 7-24**
- 14. Portable Signs- clarify portable signs- pg. 7-25**

Chapter 7 Sign Regulations

Rev. 10/06/2014

Section 7-100 Purpose of This Chapter

The purpose of this Chapter is to establish a comprehensive and balanced system of street graphics to facilitate an easy and pleasant communication between people and their environment and to avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance. It is the intent of this Chapter to establish standards, which regulate the design, construction, location, height, size and maintenance of signs and sign structures by authorizing the use of street graphics, which are:

- A. Compatible with their surroundings;
- B. Appropriate to the activity that displays them;
- C. Expressive of the identity of individual activities and the community as a whole;

D. Consistent within the corridors of the city;

~~D~~E. Legible in the circumstances in which they are seen; and

~~E~~F. Protective of property values.

Section 7-105 Authorization for Adoption of This Chapter

The regulations contained in this Chapter have been adopted under the authority of the following:

- A. *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorize a municipality to adopt ordinances, rules, or police regulation that is for the good government, peace, or for the trade and commerce of the municipality.
- B. *The Home Rule Charter of the City of Colleyville*, which authorize the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 7-110 Variances and Appeals

Any person seeking approval of a sign or sign structure inconsistent with this Chapter, may request a variance from, or appeal a decision of an administrative official to the Sign Board of Appeals using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 7-115 Definitions

The definitions for this Chapter are found in *Chapter 2 – Definitions* of this Land Development Code.

Section 7-120 Responsibility for Compliance

The permittee, owner, agent, person or persons having the beneficial use of the property, the owner of the

land or structure on which the sign is located, and the person in charge of erecting the sign are all subject to the provisions of this Chapter.

Section 7-125 Violations and Penalties

Any person, firm or corporation violating any provision of this Chapter shall be guilty of a misdemeanor and shall be subject to the penalty provision contained in *Chapter 1-General Provisions* of this Land Development Code.

Section 7-130 General Conditions Applicable to All Signs

The following general conditions shall be applicable to all signs, except where a provision contained elsewhere in this Chapter specifies a different requirement.

- A. Compliance Required – No person, firm or corporation shall erect a new sign, or alter an existing sign, or sign structure, unless said sign conforms to the provisions of this Chapter.
- B. Sign Area – No sign shall exceed the maximum area provided for in this Chapter. The sign area permitted in this Chapter shall apply to the maximum size of a single sign face, except where a provision allows an alternate method for calculating sign area. When the two faces of a sign are separated by an angle of twenty (20) degrees or more, the maximum sign area shall be the total of all non-parallel sign faces.
- C. On-Premises Requirement – All signs shall be located on the same premises where the product or merchandise being advertised is located, except where a specific provision in this Chapter provides for off-premises advertising.
- D. Maximum Height – No sign shall exceed the maximum height provided for in this Chapter. In determining the maximum height of a sign, no sign shall be located on a mound where the surrounding grade has been altered by more than eighteen (18") inches for purposes of artificially increasing the overall height of a sign above that allowed by the height regulations in this Chapter.
- E. Wind Pressure and Dead Load Requirements – All permanent signs shall be designed and constructed to withstand a wind pressure of not less than 35 pounds per square foot of area.
- F. Sign Contractor Registration – It shall be unlawful for any person, firm or corporation to engage in the business of erecting permanent signs in the city unless such person, firm or corporation is the holder of a valid registration with the City to perform such work. In extending the rights and privileges of such registration, the City of Colleyville makes no statement of the technical competency of those registered, and no manner of license is proffered.
- G. Engineering Requirements and Construction Standards – The construction of all signs shall comply with the structural requirements of the City of Colleyville Building Code. Where required by the ~~enforcement~~ **administrative** official, the construction plans shall be signed and sealed by a professional engineer registered in the State of Texas. Any electrical installations shall comply with the City of Colleyville Electrical Code. No unfinished metal shall be allowed on the exterior surface of a sign or sign support.
- H. Signs in Right-of-Way Prohibited – No sign shall be erected in, extend into or over, a public right-of-way, except where a provision in this Chapter allows such location, or with the approval by the City Council of a *Right-of-Way Encroachment Agreement*.
- I. Interference with Safety Provisions – No sign shall be erected in such a manner that any portion of its surface or supports will interfere with the free ingress or egress of any fire escape, exit, standpipe, or window, or obstruct any required ventilator or door stairway.

- J. Illumination – Illumination of a sign shall only be allowed where a provision contained in this Chapter allows illumination for a specific sign classification or construction type. No sign located in a residential zoning district shall be illuminated, except where illumination is provided by a provision in this Chapter. Such sign illumination shall not produce glare or direct illumination across the property lines of the premises. For electronic message signs, the maximum brightness shall not exceed 7,000 nits or its equivalent when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed 1,000 nits or its equivalent when measured from the sign's face at its maximum brightness at night.
- K. Electronic Message Signs Along State Highways – Electronic signs placed along state highways shall be allowed to change messages at a minimum of every ten (10 15) seconds. The display of time and/or temperature may change at an interval of every three (3) seconds. Only one electronic sign shall be allowed per property. These provisions shall only be considered for commercial and institutional signs that are located on properties adjacent to ~~Precinct Line Road, State Highway 26, or State Highway 121.~~ Properties adjacent to Precinct Line road and State Highway 26 may apply for a Special Use Permit to allow for an electronic message sign.
- L. Loss of Required Parking – No sign shall be constructed within the limits of a parking area that results in a reduction in the number of required parking spaces.
- M. Signs in Planned Unit Developments and property with a Special Use Permit – All signs shall comply with the regulations in this Chapter, unless an ordinance for a Planned Unit Development (PUD) or a Special Use Permit (SUP) contains a provision that authorizes a variation from the regulations in this Chapter.

Section 7-135 Permits, Fees and Inspections

- A. Permit Required – It shall be unlawful for any person to erect a new sign, relocate, enlarge or replace an existing sign, or sign face, regulated by this Chapter without first obtaining a permit from the Building Permit Office, except where an exemption is provided for in this Chapter. No permit shall be issued unless the proposed sign complies with the requirements of this Chapter.
- B. Permit Fee – Where a permit is required by this Chapter, no application for a sign permit shall be approved which is not accompanied by a permit fee in accordance with the applicable fee schedule. Said fee schedule shall be established by separate ordinance by the City Council. The ~~enforcement~~ administrative official shall not issue a sign permit to any person who has previously failed or refused to pay any fees or costs assessed against him under the provisions of this Chapter. ~~until such fees are paid~~
- C. Application for Sign Permit – Application for a sign permit shall be made in writing upon forms furnished by the ~~enforcement~~ administrative official. Such application shall contain sufficient information as determined by the ~~enforcement~~ administrative official, including plans of the proposed sign, whereby the ~~enforcement~~ administrative official may determine that the proposed sign is in conformance with the requirements of this Chapter.
- D. Permit Expiration – No sign permit shall be valid for more than 180 days from the date of issuance of the permit, except where a specific time period is provided elsewhere in this Chapter.
- E. Temporary Sign Permit – Where required by this Chapter, a sign permit for a temporary sign shall be valid only for the period specified by the ~~enforcement~~ administrative official. A temporary sign which has not been removed on or before the last day authorized by the sign permit shall be deemed a violation of this Chapter.
- F. Permit Revocable – The ~~enforcement~~ administrative official may suspend or revoke any sign permit issued in error or on the basis of incorrect or false information supplied, or whenever such permit was issued in violation of any provision of this Chapter. Any sign constructed that is the subject of a revoked permit shall be removed by the person in control of the sign or premises upon which the sign is located within ten (10) days of written notice of revocation. Notice of revocation shall be deemed to have been received when deposited in the mail, addressed to the owner of the premises, the owner of the sign,

Commented [BB1]: Option #1: Electronic Message Signs not allowed
Option #2: Only allowed for governmental, institutional, or educational uses; limited to 24 inches in height
Option #3: Limited to 24 inches in height where allowed (allows for 1 to 2 rows of text)

Maximum brightness shall not exceed 7,000 nits when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed 1,000 nits when measured from the sign's face at its maximum brightness at night.

and/or the tenant for whose benefit the sign is erected as listed on the permit application.

- G. Inspections – All signs shall be subject to inspection by the ~~enforcement~~ **administrative** official. The building official shall establish inspection procedures and provide copies of such procedures upon request.
- H. Investigation Fees – Whenever any work for which a permit is required by this Chapter has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected, whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee.

Section 7-140 Signs Exempt From These Regulations

The following signs or forms of advertising shall be exempt from the regulations contained in this Chapter:

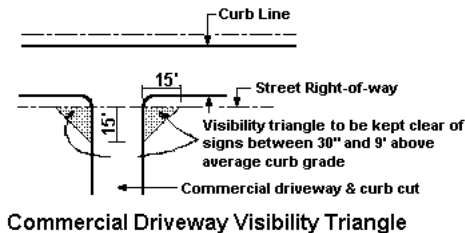
- A. Any sign erected by or under the authority of the City of Colleyville on property owned by the City of Colleyville.
- B. Street identification signs, public notices, and warning signs installed by any City, County, State or Federal agency.
- C. Residential nameplates or subdivision identification plaques attached to a perimeter screening wall not exceeding two (2) square feet in area.
- D. Historical markers placed by a city, county, state or national historical preservation organization.
- E. Official vehicle inspection station signs, holiday lights and decorations, or works of art.
- F. Signs located on-premises or inside a building and which are not displayed so as to be legible from a public street, including, but not limited to, such signs as credit card decals, hours of operation signs, emergency contact information, barber poles, etc.
- G. On-site traffic control signs on commercial properties, such as Stop, Yield, and similar traffic control signs containing no commercial message.
- H. "No Parking" or "Towing" signs authorized by City Ordinance.
- I. "No Dumping Allowed" signs posted to deter illegal dumping.
- J. Underground utility warning signs not exceeding one (1) square foot in size and similar safety signs.
- K. Signs on railway property, which references the operation of such railway.
- L. Security Warning, Neighborhood Watch or Crime Watch signs under two (2) square feet.
- M. Flags, emblems and insignia of any governmental body.
- N. Corporate flags displayed on a freestanding pole, which do not exceed 35 feet in height. The flag shall not exceed 32 square feet in area. The flagpole shall be setback a minimum of 20 feet from the front property line and 8 feet from the side property line.
- O. Drive-through menu boards not located in front of the building.
- P. Scoreboards, including the identification of donors.

Section 7-145 Permanent Freestanding Signs – General Conditions

- A. Permits – A permit shall be required prior to construction of any permanent freestanding sign, except where an exemption is provided for in these regulations. A permit shall not be required for the sole purpose of removal and replacement of an interchangeable panel for a sign structure designed for such purpose.
- B. Certificate of Occupancy Required – No permit for a permanent freestanding sign shall be approved, except where a business exists with a valid Certificate of Occupancy or where a Certificate of Occupancy has been submitted for the premises on which the sign is to be located.
- C. Construction Standards – The construction of all permanent freestanding signs shall comply with the structural requirements of the Colleyville building code. No permanent wood signs shall be allowed.
- D. Illumination – A permanent freestanding sign may be illuminated. All electrical facilities shall require separate electrical permits and shall be installed in accordance with the City of Colleyville electrical code. Lighting shall be installed so as to avoid any glare or reflection onto adjacent property, or create a traffic hazard on a public street. For electronic message signs, the maximum brightness shall not exceed 7,000 nits or its equivalent when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed 1,000 nits or its equivalent when measured from the sign's face at its maximum brightness at night. When determined necessary by the enforcement ~~administrative~~ official, illuminated signs shall be shielded to minimize glare on residentially zoned property.
- E. Pedestrian Clearance – No permanent freestanding sign may project over a pedestrian walkway, unless there is a minimum of eight (8') feet of clearance provided from the bottom of the sign to the grade below the sign.
- F. Public Right-of-Way – No permanent freestanding sign shall project over or into a public right-of-way, except where a provision in this Chapter provides for a sign within a right-of-way or with the approval by the City Council of a *Right-of-Way Encroachment and Joint Use Agreement*. A sign may encroach over or into a public access easement that is located on private property, provided a minimum of eight (8') feet of clearance is provided over a walkway and a minimum of fourteen (14') feet of clearance is provided over a driving area.

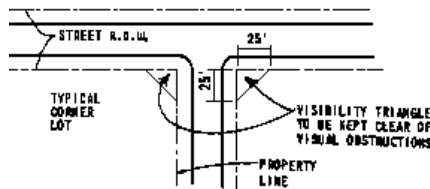
~~G. Commercial Driveway Visibility Triangles~~

~~No sign, including the pole of a sign, shall be erected or maintained in such a manner so as to obstruct or interfere with a clear line of sight for the drivers of approaching motor vehicles within a visibility triangle located on each side of a commercial driveway which intersects with a public street right-of-way or public access easement. The triangular area shall be formed by extending from the imaginary intersection point of the street right-of-way line with the edge of the driveway a distance of fifteen (15) feet and connecting these points with an imaginary line, thereby making a triangle. Within this triangle, vision shall be clear at elevations between thirty inches (30") and nine feet (9') above the average curb grade.~~



Commercial Driveway Visibility Triangle

~~HG. Street Intersection Visibility Triangles~~ – No sign shall be located or placed where it obstructs the vision of motor vehicle drivers approaching any street intersection. At all street intersections, clear vision shall be maintained across the lot for a distance of twenty-five (25') feet back from the property corner along both streets. Within this triangle, vision shall be clear at elevations between thirty inches (30") and nine feet (9')



above the average curb grade.

- H. Attachments to Freestanding Sign – No guys, braces, attachments, banners, flags, balloons, or other similar devices shall be attached to any permanent freestanding sign.

Section 7-150 Permanent Freestanding Signs – Sign Classifications & Regulations

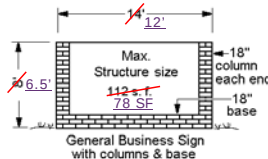
No permanent freestanding sign shall be constructed or displayed unless said sign is in conformance with the sign classifications and standards contained in this Section.

- A. General Business Signs – The purpose of a general business sign is to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located. A general business sign may provide advertising for a single or multi-tenant occupancy. All general business signs shall be subject to the following additional regulations:

1. *Construction Design:* All general business signs shall be designed and constructed as a monument sign as defined in this Land Development Code.
2. *Districts Permitted:* A general business sign shall be allowed only in zoning districts in accordance with Table 7-1.
3. *Maximum Number:* One general business sign shall be allowed for each 250 feet of street frontage, or portion thereof, for each lot. Where a building encompasses more than one lot, each lot shall qualify for a general business sign. If the site is a corner lot, each frontage shall be allowed additional signs using the same formula described in this paragraph. The sign(s) shall be located adjacent to and within the qualifying street frontage. Additional signs are not permitted by adding different street frontages to total more than 250 feet.
4. *Specifications:* The maximum area, height, spacing and setbacks of a general business sign shall conform to the specifications contained in Table 7-2, except where provided as follows:

- a. Maximum Area: ~~One hundred and twelve~~ Seventy-Eight square feet (~~112~~ 78 s.f.), overall structure size.

- b. *Base and Column Requirements:* At a minimum, a general business sign shall be constructed to include a base and columns as described below. Said base and columns shall be included in the calculation for determining the overall structure size for compliance with these regulations.



- i. *Base:* A general business sign shall be constructed with a base that extends the entire length of the face of the sign structure. Said base shall be a minimum of eighteen inches (18") in height and shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- ii. *Columns:* A general business sign shall be constructed with columns constructed on each end of the face of the sign structure. Said columns shall be a minimum of eighteen inches (18") in width as viewed from the front and side elevations and shall extend the entire height of the face of the sign structure. Said columns shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- iii. *Sign Face Offset Requirement:* The vertical plane of the advertising image area shall be internally offset (recessed) a minimum of two inches (2") from the vertical plane of the base and columns required above.

- c. *Maximum Height:* Eight-Six and one-half feet (8'-6 1/2').

Commented [BB2]: Option: 78 square feet (6.5' x 12')
Sign Area: 45 square feet (5' x 9')

- d. *Minimum Setback:* Eight feet (8') from an abutting street right-of-way. Thirty feet (30') from any side or rear property line adjacent to another property.
- e. *Minimum Thickness:* The advertising image area of a general business sign shall not be less than four and one-half inches (4-½") between vertical face planes.

- 5. *Changeable Reader Board and Electronic Message Signs:* A general business sign may include a changeable reader board or electronic message area, provided the combined gross surface area does not exceed the maximum allowable message area and provided that no more than fifty (50%) percent of the maximum allowable message area may be used as a changeable reader board or electronic message area. A permit is not required to change the message on a changeable reader board or electronic message sign. ~~For purpose of this regulation, a changeable reader board may include an electronic message area. Except for scrolling reader boards, all electronic message areas shall be allowed to change messages at a minimum of every thirty (30) seconds.~~

Commented [BB3]: Option #1: Eliminate this for General Business signs
Option #2: Limited to 24 inches in height (allows for 1 to 2 rows of text)
Option #3: Require approval of an SUP to allow

- 6. *Spacing:* Where a lot qualifies for an additional general business sign, a general business sign shall be a minimum of one hundred (100') feet from another general business sign situated on the same lot.
- 7. *Two Frontage Lots:* A lot that abuts two (2) or more street frontages shall be allowed a general business sign for each street frontage, provided minimum spacing requirements are in compliance.

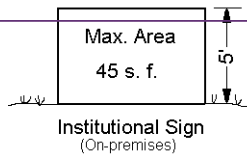
Commented [BB4]: Added by the P&Z Commission

B. *Institutional Signs* – These regulations provide for on-premises and off-premises institutional signs to assist the public with the location of these types of uses.

- 1. *On-Premises Institutional Sign:* The purpose of an on-premises institutional sign is to identify schools, churches, hospitals or similar public or quasi-public institutions. One on-premises institutional sign per street frontage shall be allowed on the premises where the institution is located and in accordance with Table 7-1. All on-premises institutional signs shall be constructed as a monument sign as defined in this Land Development Code. The maximum area, height, spacing, and setbacks of an on-premises institutional sign shall conform to the specifications contained in Table 7-2, ~~provided that an on-premises institutional sign located within a commercial zoning district may comply with the requirements of a general business sign.~~

- a. *Maximum Area:* ~~Forty five~~Seventy-Eight square feet (4578 s.f.), overall structure size.

- b. *Base and Column Requirements:* At a minimum, a general business sign shall be constructed to include a base and columns as described below. Said base and columns shall be included in the calculation for determining the overall structure size for compliance with these regulations.



Commented [BB5]: Match 'Freestanding Business Sign' regulations

- i. *Base:* A general business sign shall be constructed with a base that extends the entire length of the face of the sign structure. Said base shall be a minimum of eighteen inches (18") in height and shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- ii. *Columns:* A general business sign shall be constructed with columns constructed on each end of the face of the sign structure. Said columns shall be a minimum of eighteen inches (18") in width as viewed from the front and side elevations and shall extend the entire height of the face of the sign structure. Said columns shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- iii. *Sign Face Offset Requirement:* The vertical plane of the advertising image area shall be internally offset (recessed) a minimum of two inches (2") from the vertical plane of the base and columns required above.

a.c. **Minimum Setback:** Eight feet (8') from an abutting street right-of-way and thirty feet (30') from any side or rear property line adjacent to another property.

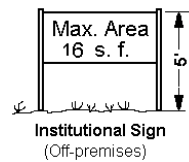
b.ed. **Minimum Thickness:** No on-premises institutional sign shall be less than four and one-half inches (4-½") between vertical face planes.

c.de. **Changeable Reader Board and Electric Message Signs:** An on-premises institutional sign may include a changeable reader board electronic message area, provided the combined gross surface area does not exceed the maximum allowable sign area and provided that no more than fifty (50%) percent of the maximum allowable sign area may be used as a changeable reader board or electronic message area. A permit is not required to change the message on a changeable reader board or electronic message sign. ~~For purpose of this regulation, a changeable reader board may include an electronic message area. Except for scrolling reader boards, all electronic message areas shall be allowed to change messages at a minimum of every thirty (30) seconds.~~

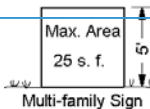
Commented [BB6]: Option #1: Limited to 24 inches in height (allows for 1 to 2 rows of text)
Option #2: Require approval of an SUP to allow

Commented [BB7]: Added by the P&Z Commission

2. ~~**Off-Premises Institutional Sign:** The purpose of an off-premises institutional sign is to provide direction to a school, church, hospital or similar public or quasi-public institution. An off-premises institutional signs may be placed on private property with the permission of the property owner. No more than two (2) off-premises institutional signs shall be allowed per institution. The signs shall not exceed sixteen (16) square feet in area nor exceed five (5') feet in height. An off-premises institutional sign is not required to be constructed as a permanent monument sign.~~



- C. **Multi-family Signs** – The purpose of a multi-family sign is to identify the name of a multi-family residential development. All multi-family signs shall be constructed as a monument sign as defined in this Land Development Code and be constructed using the same standards as a General Business Sign, except for maximum area and height, which are established in this paragraph. One multi-family sign per street frontage shall be allowed in zoning districts in accordance with Table 7-1. The maximum area, height, spacing, setbacks of a multi-family sign shall conform to the specifications contained in Table 7-2 and the following additional requirements.



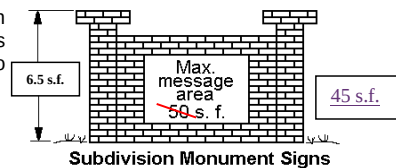
Commented [JR8]: Add masonry requirements to the sides of the sign, 18" column each end and 18" base.

1. **Base and Column Requirements:** At a minimum, a general business sign shall be constructed to include a base and columns as described below. Said base and columns shall be included in the calculation for determining the overall structure size for compliance with these regulations.

- i. **Base:** A general business sign shall be constructed with a base that extends the entire length of the face of the sign structure. Said base shall be a minimum of eighteen inches (18") in height and shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- ii. **Columns:** A general business sign shall be constructed with columns constructed on each end of the face of the sign structure. Said columns shall be a minimum of eighteen inches (18") in width as viewed from the front and side elevations and shall extend the entire height of the face of the sign structure. Said columns shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- iii. **Sign Face Offset Requirement:** The vertical plane of the advertising image area shall be internally offset (recessed) a minimum of two inches (2") from the vertical plane of the base and columns required above.

1.2. **Minimum Thickness:** No multi-family sign shall be less than four and one-half inches (4-½") between vertical face planes.

- D. **Subdivision Monument Signs** – The regulations for subdivision monument signs are intended to allow residential developments to have large grand-entrance structures at the main entrances to



a subdivision. All subdivision monument sign structures shall be constructed to avoid the creation of a sight visibility obstruction for vehicular traffic entering and exiting the subdivision. No more than two subdivision monument signs shall be allowed per subdivision entrance. No subdivision monument sign structure shall exceed ~~ten-six and one-half (10'6.5')~~ feet in height and the message area shall not exceed ~~fifty-forty-five (5045)~~ square feet. Subdivision monument signs shall be allowed in accordance with Table 7-1. Subdivision monument signs shall not be located within a public right-of-way, except with the approval by the City Council of a *Right-of-Way Joint Use Agreement*. The maximum area, height, spacing and setbacks of a subdivision monument sign shall conform to the specifications contained in Table 7-2.

- E. **Traffic Directional Signs** – The purpose of a traffic directional sign is to guide vehicular traffic into or out of an institutional use or commercial business by identifying a public entrance and exit for vehicular traffic. No more than two traffic directional signs per entrance or exit shall be allowed in accordance with Table 7-1, provided additional traffic directional signs shall be allowed when located behind the building set-back line. The maximum area and height of a traffic directional sign shall conform to the specifications contained in Table 7-2. No permit shall be required for a traffic directional sign, provided all such signs shall comply with the regulations contained in this section.



- F. **Directory Signs** – The purpose of a directory sign is to provide a listing of the occupants within a major multi-tenant shopping center and direct to the buildings in the development. All directory signs shall be constructed as a monument sign as defined in this Land Development Code. Directory signs shall be allowed in accordance with Table 7-1 and only for retail shopping centers that contain more than four (4) tenants and contain a minimum of 250,000 square feet of gross floor area. One (1) directory sign shall be permitted per street entrance with no more than 4 such signs permitted total per retail shopping center. The maximum area, height, spacing, and setbacks of a directory sign shall conform to the specifications contained in Table 7-2.

Section 7-155 Special Purpose Sign Districts & Regulations

The following special purpose sign districts are hereby created to provide additional signage provisions that due to special circumstances are not applicable to all locations within the city.

- A. **Freeway Overlay Zone** – The area situated within 250 feet from the right-of-way line of State Highway 121 shall be defined as the Freeway Overlay Zone for the purpose of this sign regulation.

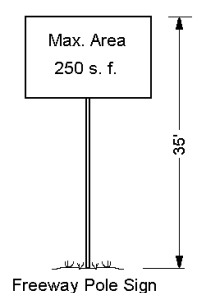
1. **Freeway Pole Signs:** The purpose of a freeway pole sign is to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located for businesses located adjacent to State Highway 121. Freeway pole signs shall be subject to the following regulations.

a. **Permit:** A permit shall be required for a Freeway Pole sign upon the review and approval of the City Council.

ab. **Districts Permitted:** A freeway pole sign shall be allowed in zoning districts in accordance with Table 7-1, but only for when the sign is situated within the freeway overlay zone.

bc. **Maximum Number:** No more than one freeway pole sign and one general business sign shall be allowed for each lot.

cd. **Specifications:** The maximum area, height, spacing and setback of a freeway pole sign shall conform to the specifications contained in Table 7-2.



de. **Changeable Reader Board and Electronic Message Signs:** A freeway pole sign may include a changeable reader board or electronic message area, provided the combined gross surface area

Commented [BB9]: Option: Eliminate this for Freeway Pole signs

does not exceed the maximum allowable sign area and provided that no more than fifty (50%) percent of the maximum allowable sign area may be used as a changeable reader board or electronic message area. A permit is not required to change the message on a changeable reader board or electronic message sign. ~~A changeable reader board may include an electronic message area. Except for scrolling reader boards, all electronic message areas shall be allowed to change messages at a minimum of every thirty (30) seconds.~~

Commented [BB10]: Added by the P&Z Commission

B. Major Multi-Tenant Shopping Center Sign Areas – A Special Purpose Sign District for a Major Multi-Tenant Shopping Center may be approved by the City Council provided the following minimum requirements are met. A Major Multi-Tenant Shopping Center shall include retail shopping centers that contain more than four (4) tenants and contain a minimum of 100,000 square feet of gross floor area for the purpose of this sign regulation.

1. Major Shopping Center Landmark Signs: The purpose of a major shopping center landmark sign is to identify a major shopping center and the name of a business, profession, service, product or activity conducted, sold or offered within the major shopping center. A landmark sign shall mean a free standing four-sided sign that provides an effective area for multi-tenant advertisement and shall only be permitted within a major multi-tenant shopping center area as defined above.

a. Permit: A permit shall be required for a landmark sign upon the review and approval of the City Council.

b. Specifications: All landmark signs shall comply with the following minimum requirements:

i. Maximum Height: Thirty ~~five~~ feet (~~35~~30).

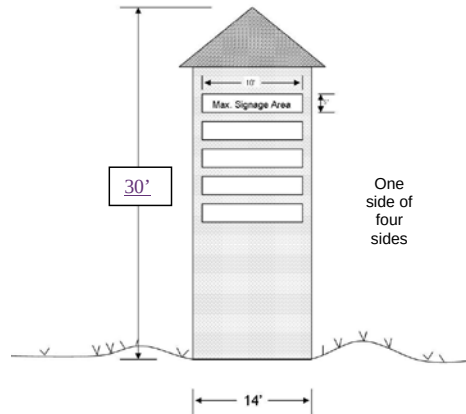
ii. Maximum Base Dimensions: Fourteen feet (14') by fourteen feet (14').

iii. Maximum Effective Area of Signage: Five feet (5') in height and ten feet (10') width.

iii-iv. Minimum Height of Effective Area of Signage: ~~12~~Twelve feet (12') for center identification; ~~8~~Eight feet (8') for other business/tenant identification

iv-v. Architectural Features: Landmark signs shall be architecturally compatible to the principle building(s) on the property or overall architectural theme of a development. Decorative roof and wall design features, such as parapets, ridges, and eaves, etc. shall be incorporated into the design to provide visual interest. A flat roof line with no articulation is not permitted unless deemed by the Administrative Official to be compatible with the architecture of the development.

v-vi. Signage: Signage for each tenant shall be uniform in size, color and method of construction.



Major Shopping Center Landmark Signs

Section 7-160 Permanent Freestanding Signs – Allowable Districts

No permit for a permanent freestanding sign shall be issued nor shall a permanent freestanding sign be constructed or displayed unless said sign is situated in a district authorized by Table 7-1 below:

Table 7 - 1
Allowable Districts for Permanent Freestanding Signs

Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts					Special Districts		
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	AG	PUD
General Business Signs	Y									P	P	P	P	P		(1)	
Freeway Pole Signs	Y									S (2)	S (2)	S (2)	S (2)	S (2)	S (2)	S (2)	
Institutional Signs	Y	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Multi-family Signs	Y							P								(3)	
Subdivision Monument Signs	Y	P	P	P	P	P	P	P	P							P	
Traffic Directional Signs	N	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	P	P	P	P	P	P	(1)	
Directory Signs	Y											(5)	(5)			(5)	

Notes for Table 7-1:

- (1) Permitted where the PUD ordinance allows commercial uses
 (2) Permitted only in the Freeway Overlay Zone with approval of an SUP
 (3) Permitted where the PUD ordinance allows multi-family uses
 (4) Permitted for Institutional uses in the applicable districts
 (5) Permitted for retail shopping centers containing a minimum of 250,000 square feet of gross floor area.

Legend: **P** = Sign permitted in this district

(4#) = Sign permitted in this district
 per special footnote

Section 7-165 Permanent Freestanding Signs – Area, Height and Setback Requirements

No permit for a permanent freestanding sign shall be issued nor shall a permanent freestanding sign be constructed or displayed that exceeds the maximum area, height and minimum setback requirements contained in Table 7-2 below:

Table 7 - 2 Area, Height and Setback for Permanent Freestanding Signs						
Type of Sign	Maximum Sign Area	Maximum Sign Height	Minimum Front Property Line Setback (1)	Minimum Side Property Line Setback	Minimum Spacing B/T Next Free-Stand. Sign	Special Conditions
General Business Signs	112-78 s. f. (2)	8-6.5 ft. (2)	8 ft.	30 ft.	60 ft. (7)	1 per 250' street frontage
Freeway Pole Signs	250 s. f.	35 ft.	8 ft.	30 ft.	60 ft. (7)	1 per lot (3)
Institutional Signs (on-premises)	45-78 s. f. (4)	5-6.5 ft.	8 ft.	30 ft.	60 ft.	1 per street frontage
Institutional Signs (off-premises)	16 s. f.	5 ft.	none	none	none	Maximum of two signs
Multi-family Signs	25-52 s. f.	5-6.5 ft.	8 ft.	30 ft.	60 ft.	1 per street frontage
Subdivision Monument Signs	(8)50 s. f.	10-6.5 ft.	0 ft.	0 ft. (5)	n/a	Maximum 2 per entrance
Traffic Directional Signs (6)	6 s. f.	30 inches	0 ft.	0 ft.	0 ft.	2 per curb cut
Directory Signs	25 s. f.	6 ½ ft. (2)	150 ft.	N/A	N/A	1 per street entrance and no more than 4 signs per retail shopping center; Sign shall only be located along an internal drive or street within the development

Notes for Table 7-2:

(1) Any street frontage shall be considered a front property line

(2) Maximum structure size.

(3) Only permitted within 250 feet of Hwy. 121 right-of-way.

~~(4) An on-premises Institutional Sign located in a non-residential zoning district may be constructed in accordance with the General Business Sign regulations for the applicable zoning district.~~

(5) Signs on a street island must be designed to permit appropriate driver visibility- joint use agreement required.

(6) Spacing requirements for Freestanding Signs are not applicable to Traffic Directional Signs.

(7) 100 feet between signs when signs are located on the same lot.

~~(8) Maximum message area is 50 s.f.~~

Section 7-170 Permanent Attached Signs – General Conditions

- A. Permit – A permit shall be required prior to construction of any permanent attached sign, except where an exemption is specifically provided for in these regulations.
- B. Certificate of Occupancy Required – No permit for a permanent attached sign shall be approved, except where a business exists with a valid certificate of occupancy or where a certificate of occupancy has been submitted for the premises on which the sign is to be located.
- C. Construction Standards – The construction of all permanent attached signs shall comply with the structural requirements of the Colleyville building code.
- D. Illumination – A permanent attached sign may be illuminated, however, illuminated attached signs on rear building facades are prohibited. All electrical facilities shall require separate electrical permits and shall be installed in accordance with the City of Colleyville electrical code. Lighting shall be installed so as to

avoid any glare or reflection onto adjacent property, or create a traffic hazard on a public street. When determined necessary by the enforcement administrative official, illuminated signs shall be shielded to minimize glare on residentially zoned property.

- E. Pedestrian Clearance – No permanent attached sign may project over a pedestrian walkway, unless there is a minimum of eight (8') feet of clearance provided from the bottom of the sign to the grade below the sign.
- F. Public Right-of-Way – No permanent attached sign shall project over or into a public right-of-way, except where a provision in this Chapter provides for a sign within a right-of-way or with the approval by the City Council of a *Right-of-Way Encroachment and Joint Use Agreement*. A sign may encroach over or into a public access easement located on private property, provided a minimum of eight (8') feet of clearance is provided over a walkway and a minimum of fourteen (14') feet of clearance is provided over a driving area.

Section 7-175 Permanent Attached Signs – Classification and Regulations

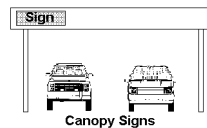
No permit for a permanent attached sign shall be issued nor shall a permanent attached sign be constructed or displayed unless said sign is in compliance with the sign classifications and standards contained in this Section and is situated in a district authorized by Table 7-3.

- A. Awning Signs – The purpose of an awning sign is to provide an advertising message on the face of an awning. An awning may extend across the entire width of a building or tenant space. An awning may extend above the apparent roof line of the building, provided the awning extends across seventy-five (75%) percent of the entire width of the building façade to which it is attached. An awning shall not exceed six (6') feet in height. Awnings shall only be allowed of a single color of a neutral tone (black, gray, white, tan, etc.), sufficiently opaque, and of a high quality material.

The sign area on an awning shall not exceed 20% of the area of the awning and shall extend for no more than 50% of the length of the awning or ten feet (10'), whichever is more restrictive. A permit shall be required for an awning sign. Awning signs may be illuminated.

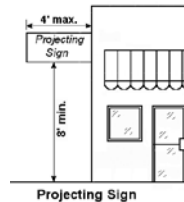


- B. Canopy Signs – A canopy sign shall be no greater in size than 20% of the face of the canopy of which it is a part or to which it is attached and shall not extend beyond the face of the canopy either vertically or horizontally. An illuminated strip may be incorporated into the canopy.



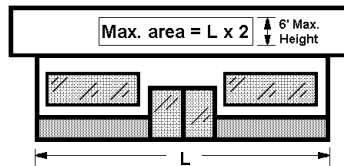
- C. Projecting Signs – The purpose of a projecting sign is to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located by providing an advertising message that is perpendicular to the wall of the building to which it is attached. A projecting sign shall be allowed in zoning districts in accordance with Table 7-3 and shall comply with the following additional regulations:

1. **Number of Signs:** One (1) projecting sign shall be allowed for each single tenant building or for each tenant in a multi-occupancy structure. However, no tenant storefront shall have a projecting sign in combination with a wall sign on the same building elevation.
2. **Maximum Area:** A projecting sign shall not exceed twenty (20) square feet. The plane of the message area shall not exceed eighteen (18") inches from the plane of the message area on the opposite side of the sign.
3. **Horizontal Projection:** A projecting sign shall not project more than four (4') feet from any wall facing and shall not be closer than two (2') feet from a curb line. A projecting sign shall not extend above the apparent roof line of the building.

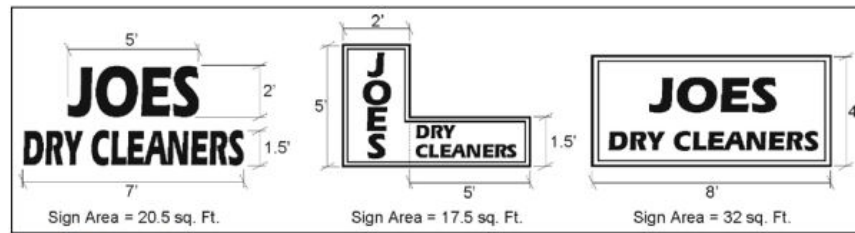


4. **Clearance:** Every projecting sign shall be a minimum of eight (8') feet above the grade over a walking area or fourteen (14') feet over a vehicular maneuvering area. Projection signs shall not project over any property line or right-of-way line.
5. **Illumination:** A projecting sign may be illuminated but shall not be internally illuminated.
- D. **Wall Signs** - A wall sign shall only be allowed over the premises on which it advertises and may be illuminated; provided, illuminated wall signs on rear building facades are prohibited. Illumination shall allow for a solid color, no changing colors allowed. Wall signs shall comply with the following additional regulations:

1. **Maximum Area:** The total area of all wall signs on a single tenant building or occupancy space of a multi-tenant building shall not exceed the product of two-one and one-half (1 1/2) times the lineal width of the wall on which such signs are located. For purpose of this regulation, on multi-tenant buildings, the width of each lease space shall be used to calculate each sign width.

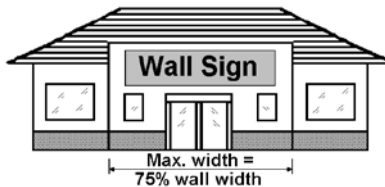


2. **Sign Area Measurement:** The measurement of sign area to determine compliance with the maximum sign area requirements shall be calculated by enclosing the extreme limits of all framing, emblem, logo, representation, writing, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines (see exhibit below).



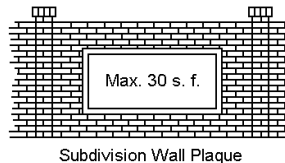
23. **Maximum Height:** Six feet (6'), provided that no wall sign shall extend above the wall to which it is attached.

34. **Maximum Width:** Seventy-five percent (75%) of the width of the wall area to which it is attached. When more than one wall sign is used, the combination of the sign widths, when placed side by side, shall not exceed seventy-five (75%) of the width of the wall to which they are attached.



45. **Horizontal Projection:** No wall sign shall project from the vertical plane of the wall more than eighteen inches (18").

- E. **Subdivision Wall Signs or Plaques** - Subdivision wall signs or plaques shall not exceed thirty (30) square feet in area. Subdivision wall signs or plaques are limited to two per subdivision entryway and may be illuminated. A subdivision wall sign or plaque shall be attached to a fence or screening wall. For purposes of this regulation, the size of the graphic and sign text shall be used to measure sign size.



Commented [BB11]: Option: Maximum letter height; ratio to wall length

Commented [JR12]: Ratio of letter height based on sign frontage:
 <50 sf = 24"
 50 sf to 100 sf = 48"
 >100 sf = 72"

Section 7-180 Permanent Attached Signs – Allowable Districts

No permit for a permanent attached sign shall be issued nor shall a permanent attached sign be constructed or displayed unless said sign is situated in a district authorized by Table 7-3 below:

Table 7 - 3 Allowable Districts for Permanent Attached Signs																
Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts					Special Districts	
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	PUD
Awning Signs	Y									P	P	P	P	P		(1)
Canopy Signs	Y									P	P	P	P	P		(1)
Projecting Signs	Y									P	P	P	P	P		(1)
Subdivision Wall Signs or Plaques	Y	P	P	P	P	P	P	P	P						P	P
Wall Signs	Y									P	P	P	P	P		(1)

Notes for Table 7-3:

(1) Permitted where the PUD ordinance allows commercial uses

Legend: P = Sign permitted in this district

(4#) = Sign permitted in this district
per special footnote

Section 7-185 Temporary Signs – General Conditions

- A. Permit – A permit approved by the ~~enforcement officer~~ **administrative official** prior to the construction or display of some classifications of temporary signs is required to determine compliance with these regulations and to establish the beginning and ending display periods.
- B. Certificate of Occupancy Required – No temporary sign shall be constructed or erected, except where a business exists with a valid certificate of occupancy or where a certificate of occupancy has been submitted for the premises on which the sign is to be located, unless a provision in this Section allows a sign to be displayed off-premises.
- C. Illumination – No temporary sign may be illuminated, except where a regulation provides for illumination. Lighting, where allowed, shall be installed so as to avoid any glare or reflection onto adjacent property, or create a traffic hazard on a public street. When determined necessary by the ~~enforcement~~ **administrative official**, illuminated signs shall be shielded to minimize glare on residentially zoned property.

Section 7-190 Temporary Business Signs – Classifications & Number Allowed

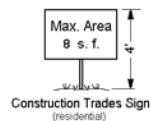
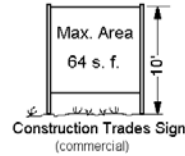
No permit for a temporary sign shall be issued nor shall a temporary sign be constructed or displayed unless said sign is in compliance with the sign classifications and standards contained in this Section and is situated in a district authorized by Table 7-3. Where a provision exempts certain classifications of temporary signs from the permit requirement, said temporary signs shall comply with all other provisions for temporary signs.

- A. Agricultural Signs – The purpose of an agricultural sign is to identify the temporary seasonal sales of produce, crops, animals or poultry that are produced or raised on the farm or ranch on which the sign is placed. An agricultural sign may be displayed in zoning districts in accordance with Table 7-4. One agricultural sign shall be allowed per lot, parcel or tract of land, provided the property contains a minimum of one (1) acre. The maximum gross surface area of the sign shall be eight (8) square feet. Agricultural signs shall have a maximum height of four (4') feet.



- B. Construction Trades Signs – The purpose of a construction trades sign is to denote the architect, engineer, financial institution or building trades contractor involved in a construction project. Construction trades signs shall be regulated as either commercial or residential, which shall be allowed in accordance with Table 7-4. The maximum area, height, spacing and setbacks of a Construction Trades Sign shall conform to the specifications contained in Table 7-5.

Construction trades signs shall not be erected until a building permit has been submitted for building construction and shall be removed up on completion of the construction project or occupancy of the structure, whichever is applicable. Construction trades signs shall not be illuminated. No permit or fee shall be required for a construction trades sign.



- C. Development Signs – The purpose of a development sign is to advertise a proposed residential subdivision or commercial project. A development sign shall be allowed in accordance with Table 7-4. A development sign shall not be illuminated. The maximum area, height, spacing and setbacks of a development sign shall conform to the specifications contained in Table 7-5. A permit shall be required for a development sign,

A development sign shall be removed when the project is 90% complete or within three years from start of construction, whichever is less. For the purpose of this provision, a subdivision shall be deemed 90% complete when 90% of the lots within the subdivision are sold.



- D. Garage Sale Signs – The purpose of a garage sale sign is to announce the sale of household possessions. Garage sale signs shall be allowed in any zoning district in accordance with Table 7-4. The maximum area, height, spacing and setbacks of a garage sale sign shall conform to the specifications contained in Table 7-5 and shall comply with the following additional regulations:

1. *Duration:* A garage sale sign shall not be posted more than twenty-four (24) hours prior to the beginning of the sale and shall be removed within twenty-four (24) hours following the end of the sale.

2. *Illumination:* A garage sale sign shall not be illuminated.

3. *Permit:* No permit or fee shall be required for any garage sale sign.

4. *Single-family residential on-premises:* One garage sale sign per street frontage shall allowed, but only on the premises where the garage sale is being conducted and where there is an existing residential use.

5. *Neighborhood-wide garage sales:* Two garage sale signs per subdivision entrance shall be allowed for a neighborhood-wide garage sale sponsored by a homeowner's association (HOA). The garage sale sign may be off-premises from where the actual garage sale is conducted, but the sign shall be located on property, including a street right-of-way, that is within the limits of the homeowner's association. The HOA must be registered with the Colleyville Code Enforcement Department.



- E. Missing Pet Signs – The purpose of a missing pet sign is for the pet owner to alert the immediate area or neighborhood where the pet owner resides that a pet is lost or missing.

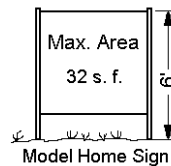
1. *Number of Signs:* There shall be no more than four (4) signs allowed per pet owner.

2. *Location of Signs:* Signs may be placed on the private property where the pet owner resides and within the following street rights-of-way: Rights-of-way at street intersections that are located within a 1,000 foot radius of the pet owner's residence. No signs may be placed upon any telephone poles.

- ~~3.—Duration:—missing pet sign(s) may be posted for a period of not more than ten days.~~
- ~~4.—Illumination:—A missing pet sign shall not be illuminated.~~
- ~~5.—Permit:—No permit or fee shall be required for any missing pet sign.~~
- ~~6.—Sign Dimensions and colors:—Signs shall be placed on the ground and shall not exceed four (4) feet in height and shall not exceed eight (8) square feet in area. The background and/or primary color of the sign shall be white.~~

F. Home Occupation Signs – (refer to Chapter 3 of the Land Development Code regarding Home Occupations).

G. Model Home Signs – The purpose of a model home sign is to provide advertising of a typical completed residential dwelling. A model home sign shall be allowed in any residential zoning district in accordance with Table 7-4, provided the sign and the model home are located in the subdivision being developed. Model home signs are limited to one per premises. A model home sign permit may not exceed a period of 24 months, provided if the model home is sold prior to the expiration of the 24 month period, the sign shall be removed when the sale is completed. The maximum area, height, spacing and setbacks of a Model Home sign shall conform to the specifications contained in Table 7-5.



H. Political Signs – A political sign shall be allowed in any zoning district. No political sign shall be attached to any utility, light, or traffic signal pole. A political sign shall not be illuminated. Political signs shall be subject to the following additional regulations.

Commented [BB13]: City Attorney to provide input on needed changes

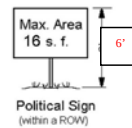
1. Political Signs on Publicly Owned Property – A political sign shall not be placed upon any publicly owned property including but not limited to City parks, City facilities, school district property, or state or federally owned property, except for the following:
 - a. Said political sign(s) shall be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code Section 61.003 or 85.036;
 - b. Said political sign(s) shall not exceed four (4) square feet in area;
 - c. Said political sign(s) shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground;
 - d. Said political sign(s) shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure;
 - e. Said political sign(s) shall not extend over any sidewalk, street, or driveway;
 - f. Said political sign(s) shall not be placed within 30 feet of an identical sign(s);
 - g. Said political sign(s) may be placed beginning 48 hours prior to the first day of the early voting period, and must be removed within three (3) days after early voting of said election, unless the polling location for Election Day is held in the same location at early voting, then the signs shall be removed by 10:00 a.m. on the day following the election;
 - h. For a location used for Election Day only, said political sign(s) shall be placed beginning at 6:00 p.m. the day before Election Day, and shall be removed by 10:00 a.m. on the day following the election.
2. Political Signs on Private Property – A political sign situated on private property shall not exceed thirty-two (32) square feet, nor exceed eight six (8 6) feet in height, and shall not be erected more than thirty-sixty (30-60) days prior to the official election and shall be removed within seven (7) days after said election.
3. Political Signs within a public right-of-way – A political sign may be placed within the public right-of-

way, provided no portion of the sign shall be closer than three (3) feet from the edge of the street pavement and further provided no part of the sign extends over any sidewalk. A political sign situated within a public right-of-way shall not exceed sixteen (16) square feet in area nor exceed six (6) feet in height.

a. ~~A political sign shall not be erected within a public right-of-way more than thirty (30) days prior to the date of the official election and shall be removed within seven (7) days after said election.~~

b. ~~A political sign shall not be placed on any private property, or within public right-of-way adjacent to private property without the private property owner approval.~~

c. ~~A political sign shall not be placed within a roadway median or block vehicular visibility.~~



43. No permit or fee shall be required for a political sign.

I. Real Estate Signs (Commercial) – The purpose of a commercial real estate sign is to advertise the sale, rental or lease of the premises on which said sign is located. A commercial real estate sign shall be allowed in accordance with Table 7-4. A commercial real estate sign shall not be illuminated. The maximum area and height of a commercial real estate sign shall conform to the requirements contained in Table 7-5. Commercial real estate signs shall be removed within seven (7) days following the completion of the sale, rental or lease of the premises. No permit or permit fee shall be required for a commercial real estate sign.



J. Real Estate Signs (Residential) – The purpose of a residential real estate sign is to advertise the sale, rental or lease of the premises on which said sign is located. A residential real estate sign shall not be illuminated. A residential real estate sign shall be allowed in a residential district in accordance with Table 7-4. The maximum area and height of a residential real estate sign shall conform to the requirements contained in Table 7-5. All signs shall be removed within seven (7) days following the completion of the sale, rental or lease of the premises. No permit or permit fee shall be required for a residential real estate sign.



K. Temporary Business Signs – The purpose of a temporary business sign is to provide advertising for specific periods of time to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located.

1. *Requirements:* Temporary business signs shall conform to the following additional regulations:

- a. *Maximum number:* One per business occupancy holding a valid certificate of occupancy.
- b. *Illumination:* None allowed.
- c. *Permit Requirements:* A temporary business sign permit shall not be valid for more than 30 consecutive days and there shall be a thirty (30) day non-display period between permits. No more than three temporary business sign permits shall be issued per calendar year per business occupancy.
- d. *Permit Fee:* A permit fee shall be charged for a temporary business sign. The permit fee shall be established by City Council.
- e. *Districts Allowed:* Temporary business signs shall be allowed in zoning districts in accordance with Table 7-4.

2. *Types of Temporary Business Signs:* A business tenant may choose any one of the following types of sign structures:

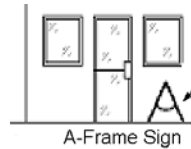
- a. *Flexible Banner Signs:* Banners shall be kept in good repair and remain firmly anchored or

secured to the face of the building or may be suspended below the apparent lower edge of an overhanging covered walkway, provided the banner is firmly secured to the columns supporting the building. A flexible banner sign may not be freestanding. A flexible banner sign shall not exceed fifty (50) square feet nor exceed six (6) feet in height.

- b. **A-Frame Signs:** The purpose of an A-frame sign is to provide temporary advertising during business hours of a commercial occupancy.

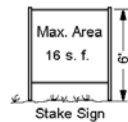
(1). *Maximum height and area shall conform to the following table:*

Maximum heights and areas of A-Frame Signs		
	Max. Area	Max. Height
Located on a sidewalk	8 s. f.	4 feet
Located in a yard	24 s. f.	6 feet



(2). *Time duration:* Only displayed during business hours.

(3). *Placement:* Only allowed on private property, but may be located on a public sidewalk, provided a width of four feet (4) shall remain free from intrusion.



- c. **Stake Signs:** A stake sign shall not exceed sixteen (16) square feet, nor exceed six (6) feet in height.

- L. **Weekend Builder / Real Estate Open House Signs** – The purpose of Weekend Builder / Real Estate Open House Signs is to assist the general public by providing direction to available residential properties in Colleyville. Signs that advertise developments located outside the corporate limits of Colleyville shall be prohibited.

1. **Open House Sign Definition:** A means of advertising and marketing a property that is for sale. A period of time during which a builder, developer, or real estate agency markets the home by inviting buyers in for a public viewing to see the interior without making an appointment.

2. Weekend builder / real estate open house signs may be placed on private property or in the public right-of-way with the approval of the adjacent property owner, provided the advertiser has a valid annual permit required by these regulations. Signs placed within the public right-of-way shall be situated not more than five (5) feet from the right-of-way line and shall be no closer than three (3) feet from the edge of the sign to the edge of the street pavement. No weekend builder / real estate open house sign shall block vehicular visibility. Approval of an annual permit does not grant unlimited access or use of the public right-of-way, therefore, it shall be the responsibility of the builder, owner, or real estate agency to secure permission of the property owner for placement of the signs on private property or in the adjacent street right-of-way.



Open house signs shall not be posted within visibility triangles. No sign shall be located or placed where it obstructs the vision of motor vehicle drivers approaching any street intersection. At all street intersections, clear vision shall be maintained across the lot for a distance of twenty-five (25') feet back from the property corner along both streets. Within this triangle, vision shall be clear at elevations between thirty inches (30") and nine feet (9') above the average curb grade.

3. A builder, developer, or real estate agency must be registered with the City of Colleyville to qualify and participate as a weekend advertiser or for open house signs. An annual permit is required for each builder, developer or real estate agency, which shall expire on December 31 each year. The permit fee shall be established by separate ordinance approved by the City Council.

Note: For purpose of this regulation a real estate agency shall be defined as the real estate broker or

owner holding a franchised agency.

4. A weekend builder / real estate open house sign shall not exceed six (6) square feet in area and four (4) in height. No sign shall be placed on trees, utility poles, traffic control signs or within a street median or encroach over a sidewalk.
5. *Maximum number of Weekend Builder Signs:* The maximum number of signs displayed at any one time for a weekend builder shall not exceed twenty (20) signs for any subdivision.
6. *Maximum number of Real Estate Open House Signs:* The maximum number of signs displayed at any one time for a real estate agency shall not exceed twenty (20) signs, provided no more than two (2) signs shall be displayed within the right-of-way for any single residential property. One (1) on-site open house sign shall be located on the premises of the open house for property identification. The sign shall be in accordance with the open house sign maximum effective area specifications. The house shall be open for a public viewing to see the interior without making an appointment for the entire period during which open house signs advertise the property. Real estate open house signs shall be limited to directing traffic to an open house.

All open house signs shall include the open house address, open house date(s), and open house public viewing time(s). Open house viewing times shall refer to the availability of the public to view the interior of a home without making an appointment. The information shall be located on the advertising surface of the sign and shall not be attached to the pole of the sign.

7. Weekend builder signs may be exhibited from 12:00 noon on Friday till 12:00 noon on the following Monday. Open house signs may be exhibited only between the hours of 12:00 midnight Friday to 12:00 midnight on the following Sunday. A holiday falling on a Friday or a Monday will be considered as part of the weekend.
- M. Window Signs - Window signs may be placed so as not to obscure more than 25% of the visible window area ~~any individual window pane~~. Where multiple windows exist, fronting on the single elevation, the 75% visibility shall be maintained for the total window area on said elevation.
- N. Temporary Construction Entrance Signs – The enforcement ~~administrative~~ official is hereby authorized to approve temporary signs to direct traffic to the entrance of a commercial business when the driveway that provides access to the business or the street immediately abutting the business is under construction.
- O. Allowance for Signs Adjacent to Roadways Under Construction – ~~Businesses adjacent to a major public roadway construction project scheduled for six months or more duration shall be eligible for prolonged temporary signage when roadway construction activities are commencing immediately adjacent to the business. The following conditions shall apply:~~
 - (1) Shall comply with Section 7-190.K Temporary Business Signs.
 - (2) The *Permit Requirements* (Sec. 7-190.K.1.c) shall not apply for the duration of the construction of the roadway.

Commented [BB14]: Option: Eliminate allowance for Window Signs

Commented [BB15]: There a desire to allow for special regulations regarding temporary business signs when adjacent to a roadway that is under construction.

Section 7-195 Temporary Signs – Permitted Districts

No temporary sign shall be displayed unless said sign is situated in a district authorized by Table 7-4.

Table 7-4 Permitted Districts for Temporary Signs																	
Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts					Special Districts		
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	AG	PUD
Agricultural Signs	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community Special Event Signs	N	See Section 7-205															

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Construction Trades Signs (Commercial)	N									P	P	P	P	P	P	P	(1)
Construction Trades Signs (Residential)	N	P	P	P	P	P	P	P	P							P	(2)
Development Signs	Y	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Garage Sale Signs (3)	N	P	P	P	P	P	P	P	P	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)
Missing Pet Signs	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Home Occupation Signs	N	See Home Occupations in Chapter 3 of the Land Development Code															
Model Home Signs	Y	P	P	P	P	P	P	P								P	(2)
Pole Banners	Y	See Section 7-205.E															
Political Signs	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1)
Real Estate Sign (Commercial)	N									P	P	P	P	P	P		(2)
Real Estate Sign (Residential)	N	P	P	P	P	P	P	P	P							P	(1)
Temporary Business Signs	Y									P	P	P	P	P	P		(1)
Banner Signs	Y	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	P	P	P	P	P	P		(1)
A-Frame Signs	Y									P	P	P	P	P	P		(1)
Stake Signs	Y									P	P	P	P	P	P		(1)
Weekend Builder / RE Signs	Y	See Section 7-190.K															

Notes for Table 7-4:

- (1) Permitted where the PUD ordinance allows commercial uses. Legend **P** = Sign permitted in this district
 (2) Permitted where the PUD ordinance allows residential uses.
 (3) Property must contain a residential use. **(4#)** = Sign permitted in this district
 (4) Where an Institutional use occupies the premises per footnote

Section 7-200 Temporary Signs – Area & Setback Requirements

All temporary signs shall be constructed in accordance with the requirements listed in Table 7-5:

Table 7-5 Maximum Area, Height and Setback of Temporary Signs					
Type of Sign	Max. Area	Max. Height	Front Property Line Setback	Side Property Line Setback	Special Conditions
Agricultural Signs	8 s. f.	4 ft.	none	none	one acre lot min.
Community Special Events Signs	See Section 7-205 for regulations				
Construction Trades Signs (Commercial)	64 s. f.	10 ft.	none	none	none
Construction Trades Signs (Residential)	8 s. f.	4 ft.	none	none	none
Development Signs	64 s. f.	10 ft.	none	none	none
Garage Sale Signs (single-family residential)	8 s. f.	4 ft.	none	none	1 per frontage
Garage Sale Signs (neighborhood-wide)	32 s. f.	6 ft.	none	none	2 per subdivision entrance
Missing Pet Signs	8 s. f.	4 ft.	none	none	4-signs max. allowed on pet owner's property and in ROW at street intersections

Colleyville, Texas, Land Development Code

					within 1,000-foot radius of pet's home
Model Home Signs	32 s.f.	6 ft.	none	none	24 months
Pole Banners	See Section 7-205.E for regulations				
Political Signs (on private property)	32 s. f.	8-6 ft.	none	none	none
Political Signs (within a public right-of-way)	16 s. f.	6 ft.	none	none	none
Real Estate Signs (Commercial)	64 s. f.	10 ft.	none	none	none
Real Estate Signs (Residential)	12 s. f.	6 ft.	none	none	none
Temporary Business Signs					
Banner Signs	50 s. f.	6 ft.	none	none	3 permits per calendar year / 30 days between permits / permits valid for 30 days
A-Frame Signs (Located in a yard)	24 s. f.	6 ft.	none	none	
A-Frame Signs (Located on a sidewalk)	8 s. f.	4 ft.	none	none	
Stake Signs	16 s. f.	6 ft.	none	none	
Weekend Builder / Real Estate Open House Sign	See Section 7-190.K for regulations				

Section 7-205 Temporary Community Special Event Signs

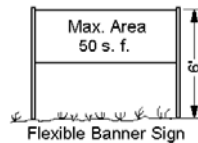
The purpose of this regulation is to provide temporary advertising for certain community special events sponsored by public and quasi-public agencies, churches and other religious institutions located within the corporate limits of the City of Colleyville. Signs shall be allowed in accordance with the following:

- A. Qualifying Entities – The following public and semi-public agencies, churches and other religious institutions located within the corporate limits of the City of Colleyville shall be permitted to have community special event signs in accordance with the provisions of this section.
- City of Colleyville:** Signs advertising an event conducted and sponsored by the City of Colleyville may be placed on any private property or in the public right-of-way adjacent to the private property with the approval of the adjacent property owner. Signs placed within the public right-of-way shall be situated not more than five (5) feet from the right-of-way line and shall not block vehicular visibility.
 - Public and Semi-Public Schools:** Signs advertising an event conducted and sponsored by a public or semi-public school may be placed on property owned by the public or semi-public school ~~or within the adjacent right-of-way. Signs placed within the public right-of-way adjacent to property owned by the public or semi-public school shall be situated not more than five (5) feet from the right-of-way line and shall not block vehicular visibility.~~
 - Colleyville Area Chamber of Commerce:** Signs advertising the Colleyville Business Expo sponsored by the Colleyville Area Chamber of Commerce may be placed on any private property ~~or in the public right-of-way adjacent to the private property with the approval of the adjacent property owner. Signs placed within the public right-of-way shall be situated not more than five (5) feet from the right-of-way line and shall not block vehicular visibility.~~
 - Churches and Other Religious Institutions:** Signs advertising an event conducted and sponsored by a church or other religious institution located within the corporate limits of the City of Colleyville may be placed only on the premises where the event is located ~~or within the public right-of-way adjacent to the premises where the event is located. Signs placed within the public right-of-way shall be situated not more than five (5) feet from the right-of-way line and shall not block vehicular visibility.~~
 - Non-Profit Civic Organizations Not Listed Above:** For the purpose of this section, a non-profit civic organization shall be a not-for-profit community organization that has as its primary objective charitable fundraising, community betterment or youth sports promotion and participation. Signs

advertising an event conducted and sponsored by a non-profit civic organization may be placed on any private property ~~or in the public right-of-way adjacent to the private property with the approval of the adjacent property owner. Signs placed within the public right-of-way shall be situated not more than five (5) feet from the right-of-way line and shall not block vehicular visibility.~~ Sign dimensions shall be consistent with the provisions of Section "B(3) and (4)" below. Directional signs may be placed no sooner than 24 hours prior to the event and shall be removed no later than 24 hours after the conclusion of the event.

B. Types and Maximum Area of Signs Allowed – The following types of community special event signs shall be allowed, provided the sign does not exceed the maximum area and height established below.

1. *Flexible Banner Signs:* Banners shall be kept in good repair and remain firmly anchored or secured to the face of the building or may be suspended below the apparent lower edge of an overhanging covered walkway, provided the banner is firmly secured to the columns supporting the building. A flexible banner sign may be freestanding. A flexible banner sign shall not exceed fifty (50) square feet nor exceed six (6) feet in height.



2. *Stake Signs:* Signs shall not exceed six (6) square feet in area nor exceed four (4) feet in height.

~~3. *Exceptions to Stake Sign Requirements for Non-Profit Civic Organizations:* Stake signs for non-profit civic organizations shall adhere to the stake sign location and size requirements for political signs found in Section 7-190(H)(1) and (2).~~

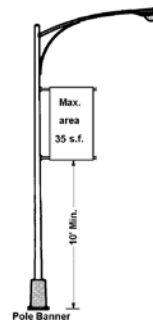
~~4. *Banner Sign Requirements for Non-Profit Civic Organizations:* There shall be no size restrictions for banner signs until June 30, 2012. Thereafter, banner sign dimensions shall conform to the requirements of Section B(1) above.~~



C. Time Duration – Signs for City of Colleyville sponsored events may be erected for any length of time. All other signs allowed under this section may be erected 21 days prior to the activity and shall be removed not later than the first business day after the event.

D. Pole Banner Signs

1. *Pole Banners:* The purpose of a pole banner sign is to provide advertising for a community event. Pole banners may be erected on utility and other designated poles within the public right-of-way subject to the following restrictions:
2. *Permit:* A permit is required from the building permit office and may only be issued to a non-profit organization for the purpose of advertising a function or event to which the general public is invited in Colleyville. Applications shall be considered on a first-come, first-served basis.
3. *Permit Duration:* No permit shall be approved for a period exceeding twenty-one (21) consecutive days. The pole banners shall be removed on the first business day after the last day of the event.
4. *Commercial Message:* A pole banner may only advertise the name, date, phone number and website of the community event. Any commercial message of a sponsor is limited to twenty-five percent (25%) of the sign area.
5. *Maximum area and height:* Thirty-five (35) square feet in area per pole and thirty-five feet (35') from the ground, provided the banner maintains a minimum of ten feet (10') of clearance between the bottom of the pole banner and the ground.
7. *Location:* Pole banners may be installed only on poles identified by the City that include the appropriate hardware for such installation.



- E. Permit – Other than events sponsored by the City of Colleyville, or non-profit, community based organization listed on the City's website, a temporary sign permit shall be obtained prior to the placement of any signs allowed by this section.

Commented [BB16]: Added by the P&Z Commission

Section 7-210 Special Advertising Provisions

- A. Grand Openings – The purpose of the grand opening signage provision is to allow the ~~enforcement~~ administrative official to issue a permit to a new business, or to a business that has substantially remodeled, as defined herein, for the purpose of obtaining special advertisement signage for a temporary period. The following regulations apply to grand opening signage permits:

1. Eligibility: Upon issuance of a certificate of occupancy and within one year thereafter, a business shall be allowed to receive a grand opening sign permit when one of the following conditions applies:
 - a. When a certificate of occupancy has been issued to the new business, or
 - b. When a certificate of occupancy has been issued to an existing business, which has substantially remodeled and the cost of the renovation exceeds sixty (60) percent of the current value of the building, or lease-space, excluding the value of the land, according to the most recently approved tax roll.
2. Allowable Signs: Signs may include a combination of pennants, tethered or inflatable balloons, and one (1) temporary business sign. Non-traditional balloons/inflatables shall not be allowed. The height and area of such signs shall be limited to the applicable regulations for the sign classification. A temporary business sign may be placed off-premises with the permission of the property owner during the period of the grand opening sign permit. The permit holder shall be the responsible party for compliance with the grand opening sign permit regulations.
3. Permit: A permit shall be required for a business to utilize the grand opening signage provisions. No permit fee shall be required for a grand opening sign permit. The use of a grand opening sign permit shall have no effect on the number of subsequent temporary sign permits that may be authorized for a business occupancy.
4. Duration: A grand opening sign permit shall be valid for a period not to exceed sixty-thirty (6030) consecutive calendar days

Commented [BB17]: Added by the P&Z Commission

Exception: A permit for a search light shall be a separate permit and not be granted any rights authorized under the grand opening provisions of this Section.

- ~~B. Search Lights – A search light may be used as a sign in any non-residential zoning district. A search light shall be located a minimum of 50 feet from any public right-of-way and positioned so that all beams of light emitted have a minimum angle of 30 degrees from grade level. A search light may not generate light of an intensity in excess of 1,600 million foot candle power. No more than four beams of light may be projected from any premises. All search lights must be designed and maintained so as to prevent any light from being directed at any portion of a street or adjoining property. No light emitted shall be of such intensity to cause impairment of the vision of the driver of any vehicle upon a public right-of-way or private roadway. No search light may be operated between the hours of 11:00 P.M., and 7:00 A.M.~~

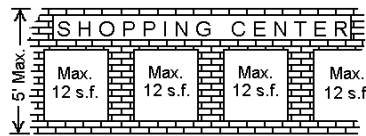
~~1. Permit: A permit shall be required to place a search light at a business location.~~

~~2. Duration: Permits for search lights shall be limited to periods of seven (7) consecutive days and permits shall be limited to one per premises for each 6 month period.~~

- C. Major Shopping Center Overlay Zone – The purpose of a major shopping center overlay zone is to reduce the overall number of signs situated along a public street by providing shared advertising privileges within a major development and by providing off-premises advertising alternatives for businesses located on lots which do not have frontage along a major public transportation thoroughfare. Developments which satisfy the criteria contained in this Section shall qualify for the sign provisions contained in this Section.

1. **General Qualification Criteria:** A commercial development which has a single or multi-occupancy building containing a minimum of one hundred thousand (100,000) square feet of floor area and situated on a single platted lot or on two or more contiguous platted lots shall qualify as a major shopping center. In addition to those lots which satisfy the general qualification criteria described in this paragraph, any adjacent or non-adjacent lots platted within the development that are platted under the same subdivision name shall also be eligible for the sign provisions contained in this Section.
2. **Shared and Off-Premises Signage Privileges:** A lot located within the limits of a major shopping center overlay zone may contain a sign that advertises a single or multi-tenant business occupancy located on another lot within the same major shopping center overlay zone, provided that the sign structure complies with the regulations applicable to the classification of sign constructed.

3. **Major Shopping Center Entry-Wall Signs and Plaques:** The purpose of a major shopping center entry-wall sign and plaque is to identify a major shopping center and the name of a business, profession, service, product or activity conducted, sold or offered within the major shopping center. Two sign structures shall be allowed per vehicular entrance and may be illuminated. The maximum height of the entry-wall structure shall not exceed five (5) feet. The maximum area of a sign plaque shall not exceed twelve (12) square feet. There shall be a minimum of three (3) feet spacing between sign plaques.



Major Shopping Center
Entry-Wall Sign and Plaque

4. **Permit:** A permit shall be required for a Major Shopping Center Entry Wall Sign upon the review and approval of the City Council.

45. **Permit:** A permit shall be required for a major shopping center entry-wall sign.

Section 7-215 Prohibited Signs

The signs described in this Section shall be prohibited within the corporate limits of the City of Colleyville.

- A. **Off-Premises Signs** – Off premises signs, including billboards, are prohibited in the City of Colleyville, except where specifically allowed by these regulations.
- B. **Obscene Signs** – It shall be unlawful for any person to display upon any sign any obscene, indecent or immoral matter.
- C. **Portable Signs** – No person shall erect or allow to be displayed on the premises owned or controlled by him a portable sign. Portable signs shall include windsail style signs, flags, pennants, etc., with or without lettering. No person shall attach any sign to a trailer, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or to constitute the sign itself. A temporary business sign allowed by these regulations in this chapter may be constructed on skids where there is no opportunity for the sign supports to be installed in the ground.
- D. **Roof Sign** – Signs mounted on roofs or above a parapet are not permitted.
- E. **Painting, Marking, Attaching, Materials to Streets, Sidewalks, etc.** – No person shall attach any sign, whether consisting of paper, plastic, or paint, or stencil or write any name, number (except house numbers), or otherwise mark on any sidewalk, curb, gutter, street, whether public or private, utility pole, public building, fence or structure except as allowed by the sign code.
- F. **Attaching Signs to Fences or Utility Poles** – No person shall attach a sign to a fence or a utility pole, except a small sign identifying the name of the fence company not discernable from the street.
- G. **Moving and Flashing Signs** – No person shall erect or allow to be displayed upon premises owned or

controlled any ~~illuminated~~, animated, moving or flashing sign.

~~Exception: Only a sign, which has illumination that is turned on and off, changes in light intensity, color or copy, at a rate equivalent to, or no more often than once every five (5) minutes, is permitted. It is further provided that a sign, which uses illumination to provide time of day and/or temperature, only shall not constitute a flashing sign.~~

- H. Balloons and Inflatable Advertising – No person shall erect or allow to be displayed as a sign, any balloon, flag, pennant or other floating or inflatable advertising device anchored to the ground or to any other structure, except as allowed by a grand opening sign permit.
- I. Non-Combustible Material – Any sign with either direct or indirect illumination which is attached to the sign shall be constructed of non-combustible materials. Such signs shall be supported by non-combustible supports.
- J. Simulation of Traffic Control Signs – No sign shall obstruct the free and clear vision at any location, where as a result of the position, size, movement, shape, color, fashion, manner or intensity of illumination or any other characteristics, such sign may interfere with vehicular or pedestrian traffic. Nor shall any person erect or allow to be displayed upon premises owned or controlled by him any sign in such a manner as to interfere with, obstruct the view of or be confused with, any authorized traffic sign, signal, or device, including, without limitation, signs making use of the words "stop," "go," "look," "slow," "danger," or any other similar word, phrase, symbol or character, or employ any red, yellow, orange, green or other colored lamp or light in such a manner as to cause confusion or otherwise interfere with vehicular or pedestrian traffic.
- K. Non-Defined Signs – No person shall erect or allow to be displayed upon premises owned or controlled by him any sign that is not specifically allowed by this Chapter.

Section 7-220 Sign Maintenance

No person shall allow a sign located on a premises owned by him, or which he has control of, to display or contain any of the following defects or conditions:

- A. where the elements of the surface or background can be seen as viewed from the intended viewing distance to have portions of the finished material flaked, broken off, missing or otherwise not in harmony or consistency with the rest of the surface; or
- B. where the structural supports or frame members are visibly bent, broken, dented, deteriorated or torn; or
- C. where a panel is visibly cracked or in the case of wood and other similar products, splintered in such a way as to constitute unsightly or harmful conditions; or
- D. the sign, or its elements are twisted leaning or at angles other than those at which it was originally erected; or
- E. where the message or wording can no longer be clearly read by a person with normal eyesight under normal viewing conditions; or
- F. where the sign or its elements are not in compliance with the requirements of any building, electrical, sign or other type of code construction standards adopted by the City of Colleyville.

Section 7-225 Enforcement

- A. Authority - The ~~enforcement~~ **administrative** official is hereby authorized and directed to enforce all the provisions of this Chapter.
- B. Right of Entry - Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, the ~~enforcement~~ **administrative** official or his authorized representative may enter such building

or premises at all reasonable times to inspect the same or to perform any duty imposed upon the ~~enforcement~~ **administrative** official by this Chapter, provided that if such building or premises is occupied, he shall first present proper credentials and request entry; and if such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the ~~enforcement~~ **administrative** official or his authorized representative shall have recourse to every remedy provided by law to secure entry.

- C. Removal of Certain Signs Upon Notice – When a sign is constructed or erected in violation of these regulations, the property owner and/or tenant shall be given notice to remove said sign or alter said sign so as to comply with the regulations contained in this Chapter. Notice shall require compliance with these regulations within not more than ten (10) days from the date notice is served. Notice may be hand delivered or deposited in the United States mail, addressed to the property owner at the address shown on the most current tax roll of the City, or the tenant as shown on the utility billing records of the City. If the owner cannot be found, or if the notice is refused, or if the notice is returned by the United States Postal Service, then the owner may be notified by posting notice on or near the front door of each building on the premises where the violation exists at least ten (10) days prior to further action or by posting notice on a placard attached to a stake driven into the ground on the premises where the violation exists at least ten (10) days prior to further action.

EXCEPTION: Illegal Temporary Signs – The ~~enforcement~~ **administrative** official is hereby authorized to remove without notice any illegal temporary signs placed on public property or within a right-of-way. Such signs shall be impounded and may be destroyed by the City.

- D. Dilapidated or Deteriorated Signs – Upon determination by the ~~enforcement~~ **administrative** official that a sign is in a dilapidated or deteriorated condition or declared unsafe, dangerous or poses a threat to the safety of the general public, the ~~enforcement~~ **administrative** official shall give notice of said determination to the owner of the property on which the sign is erected. Said notice shall specify a time period of not more than ten (10) days in which said dilapidated or deteriorated condition must be corrected.
1. Failure by the owner of the property to correct the dilapidated or deteriorated sign or remove the same within the time provided in the notice shall constitute a violation of this Chapter.
 2. When a property owner, agent, or tenant fails to abate a sign declared to be unsafe and dangerous within the time period allowed, the ~~enforcement~~ **administrative** official is hereby authorized to contract for such work to abate the unsafe or dangerous condition and charge the property owner for the costs of such abatement. If the actual charges to the City are not paid within thirty (30) days, the City shall file a lien against the property.
 3. A sign which has been substantially destroyed or dismantled for any purpose other than maintenance operations or for changing letters, symbols or other matters on the sign. The sign shall be deemed to be substantially destroyed or dismantled if the cost of repairing the sign is more than 60% of the cost of erecting a new sign of the same type at the same location.

Section 7-230 Nonconforming Signs

A sign which does not conform to the regulations prescribed in this Chapter and existed lawfully on the date of adoption of this Chapter, or amendment hereto, shall be declared a nonconforming sign and may exist in its present form. A nonconforming sign may be maintained, but shall not be altered, or moved unless a permit be issued pursuant to the provisions of this Chapter. The right to continue a nonconforming sign shall cease and such shall be removed whenever:

- A. A sign is altered, moved or relocated without a permit pursuant to the provisions of this Chapter.
Exception: A sign face of a nonconforming sign may be replaced, provided no alterations to the sign structure are made.
- B. A sign is destroyed and the cost to repair exceeds 60% of the replacement cost on the date of the damage.

- C. A sign leans such that an angle between the sign and the ground is 75 degrees or less.

Section 7-235 Amendments to This Chapter

Reserved for listing of amendments to this Chapter.

Ord. Number	Date	Subject
O-02-1321	01/15/2002	Community Special Event Signs
O-02-1353	08/07/2002	Grand Opening Signs
O-03-1428	11/18/2003	Revision of entire chapter
O-04-1456	04/06/2004	Political sign revisions
O-08-1657	02/05/2008	Landmark Signs
O-08-1684	07/01/2008	Prohibited Signs
O-08-1685	07/01/2008	Weekend Builder/Real Estate Open House Signs revisions
O-09-1719	06/02/2009	Electronic Sign Regulations revisions
O-10-1742	02/16/2010	Temporary Sign Revisions
O-14-1932	10/06/2014	Political Sign Revisions

ORDINANCE O-19-2074

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 7 – TREE PRESERVATION OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville approved Ordinance O-00-1214 on April 18, 2000, adopting the Land Development Code; and

WHEREAS, the City of Colleyville desires to amend Chapter 7 – Sign Regulations of the Land Development Code as part of a comprehensive review of the Land Development Code; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing.

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

- Sec. 1. THAT *Chapter 7 – Sign Regulations* of the Land Development Code are hereby amended to read as depicted in the attached Exhibit "A".
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 4. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations

of this ordinance.

Sec. 5. THAT this ordinance shall take effect immediately from and after its passage.

Sec. 6. THAT all other provisions of the Land Development Code shall remain in full force and effect, except as amended herein.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of January 2019.

The second reading and public hearing being conducted on the 22nd day of January 2019.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 22ND DAY OF JANUARY 2019.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit “A”

{Chapter 7}



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 01/15/2019

Number Resolution R-19-4346

Type Resolution

Department City Secretary

Title

Approval of a resolution calling a General Election for the purpose of electing a Mayor and City Councilmembers to Place 1 and Place 2

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Reading and Public Hearing

This item provides for the election order calling a General Election for May 4, 2019, for the purpose of electing a Mayor and City Councilmembers to Place 1 and Place 2.

The City contracts with Tarrant County Elections Administration for election services, which provides for citizens to vote at any early voting location in Tarrant County. On election day, voters must vote in their precinct.

The attached proposed resolution provides the dates, times, and locations for voting on election day and during early voting, and information for City Council candidates regarding filing dates and times.

Financial Impact

Funds for the 2019 General Election are allocated in the FY2019 City Secretary's budget.

Recommendation

Approve

Attachments

1. Resolution R-19-4346

RESOLUTION R-19-4346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, CALLING A GENERAL ELECTION FOR MAY 4, 2019, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCILMEMBERS TO PLACE 1 AND PLACE 2 AND AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY ELECTIONS ADMINISTRATION

WHEREAS, the City of Colleyville, Texas, desires to conduct a General Election as set forth by the City of Colleyville Charter and Texas Election Code, Section 41.001, to be held on Saturday, May 4, 2019, at which time the voters will elect a Mayor and City Councilmembers to Place 1 and Place 2, including the conduct of early voting; and

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

NOW, THEREFORE, BE IT RESOLVED 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 a General Election is hereby called to elect a Mayor and City Councilmembers to Place 1 and Place 2, to serve until their successors are duly elected and qualified. Such election shall be held at Bransford Elementary School, 601 Glade Road, Colleyville, Texas, on Saturday, May 4, 2019, from 7:00 a.m. to 7:00 p.m.
- Sec. 3. THAT if a Run-Off Election is necessary, it shall be held in compliance with the Texas Election Code and requirements of the City of Colleyville Charter.
- Sec. 4. THAT qualified persons for City Council may file as candidates by filing applications in the Office of the City Secretary, 100 Main Street, Colleyville, Texas, Wednesday, January 16, 2019 through Friday, February 15, 2019, Monday through Friday, from 8:00 a.m. to 5:00 p.m.

- Sec. 5. THAT Heider Garcia, Elections Administrator, or his successor, 2700 Premier Street, Fort Worth, Texas 76111, is hereby appointed as Early Voting Clerk and may appoint additional deputy early voting clerks, as necessary, to properly conduct the election. Applications for ballot by mail must be received by mail no later than the close of business on Tuesday, April 23, 2019 (Mailing address: Tarrant County Elections, Attention: Nathan Neblett, Early Voting Clerk, or his successor, P.O. Box 961011, Fort Worth, Texas, 76161-0011).
- Sec. 6. THAT Early Voting shall be conducted at Tarrant County's Main Early Voting location: Tarrant County Elections Center, 2700 Premier Street, Fort Worth, Texas 76111; Colleyville City Hall, 100 Main Street, Training Room, second floor, and branch offices for early voting by personal appearance shall also be established as outlined in the Election Agreement with Tarrant County Elections Administration.
- Sec. 7. THAT early voting shall begin on Monday, April 22, 2019, and shall end Tuesday, April 30, 2019, and the dates and times shall be as set forth below:
- | | | |
|---------------|------------------|------------------------|
| April 22 – 26 | Monday – Friday | 8:00 a.m. - 5:00 p.m. |
| April 27 | Saturday | 7:00 a.m. - 7:00 p.m. |
| April 28 | Sunday | 11:00 a.m. - 4:00 p.m. |
| April 29-30 | Monday – Tuesday | 7:00 a.m. - 7:00 p.m. |
- Sec. 8. THAT Tarrant County's voting equipment shall be employed for the regular municipal election, including early voting, herein ordered in compliance with the provisions of Chapter 121 of the Texas Election Code, as amended.
- Sec. 9. THAT Tarrant County Elections Administration will assume the responsibility for the Election Officers and the Early Voting Ballot Board in accordance with the provisions of an Election Agreement for the conduct of the election on the aforesaid election date and the Mayor shall execute such Election Agreement on behalf of the City.

Sec. 10. THAT the Election shall be conducted according to the election laws of the State of Texas and requirements of the Charter of the City of Colleyville.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS, THIS THE 15TH DAY OF JANUARY 2019.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

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 01/15/2019

Number Resolution R-19-4347

Type Resolution

Department Community Development

Title

Consideration of a Replat for Tract 2A01, 3C, & 3C7, Abstract 963, in the Absalom J Lott Survey and Lot 1R2R, Block 1, of the West Industrial Addition, located at 6525 and 6703 Colleyville Boulevard, Case PC18-015

Strategic Plan

There is no Strategic Plan element related to this item.

Explanation

Neil and Sherrie Hart, the applicants, have submitted a request for a replat of Tract 2A01, 3C, 3C7, Abstract 963, in the Absalom J Lott Survey and Lot 1R2R, Block 1, of the West Industrial Addition, being approximately 1.527 acres, and zoned ML Light Manufacturing district. The applicant has requested to replat three tracts of land into one platted lot for the purpose of creating a single commercial lot to build a new parking lot.

Existing Conditions/Background: The subject properties, 6525 & 6703 Colleyville Boulevard, reside on the east side of Colleyville Boulevard north of the intersection of Colleyville Boulevard and Ross Downs Drive. The subject property has ML zoning and the tracts are developed with a commercial building, which is operating as Hart Pools.

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

- Minimum Lot Area: 10,000 square feet
- Minimum Lot Width: 100 feet
- Minimum Lot Depth: 120 feet
- Minimum Front Yard Setback: 40 feet
- Minimum Side Yard Setbacks: 15 feet
- Minimum Rear Yard Setback: 10 feet
- Maximum Lot Coverage: 60 percent

As submitted, the proposed plat meets all of the requirements of the ML zoning as described in the Land Development Code.

Surrounding Development: The surrounding area consists of properties zoned ML Light Manufacturing district and PUD-C, Planned Unit Development Commercial PUD-C

and all are improved with commercial businesses.

Analysis: The proposed lot layout complies with the existing ML zoning and meets the intent of the City's Comprehensive Master Plan.

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

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

Staff Recommendation: The proposed plat meets the requirements of the Land Development Code, staff recommends approval.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval at their December 10, 2018 meeting by a vote of 6-0.

Financial Impact

There is no fiscal impact to the City of Colleyville.

Recommendation

Approve

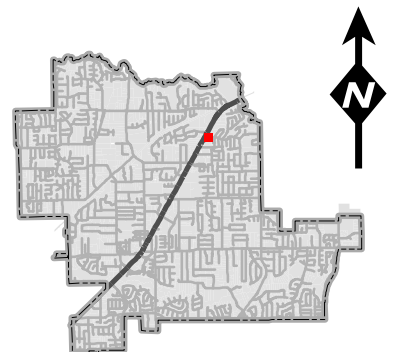
Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Resolution R-19-4347

Aerial Map



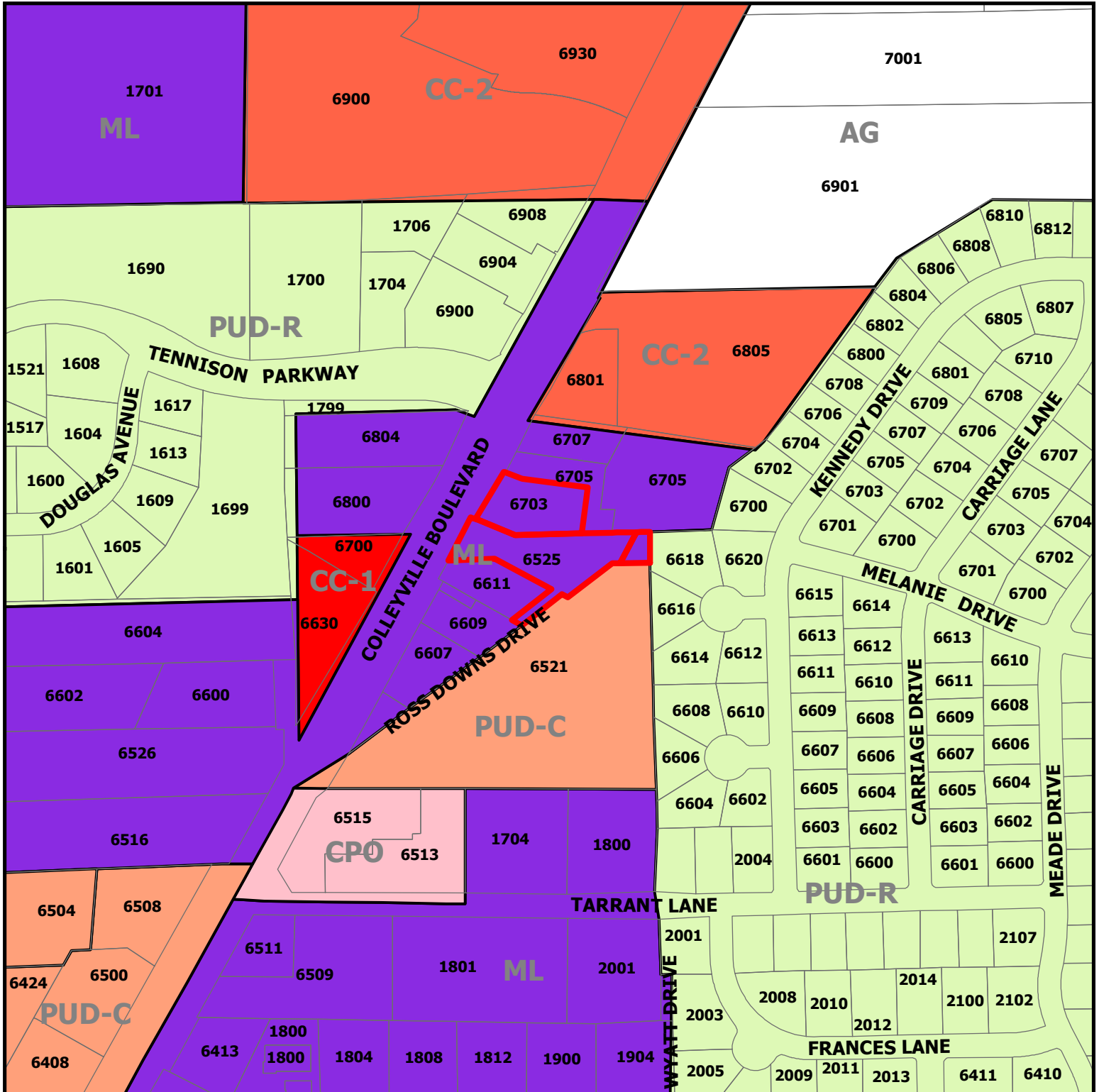
PC18-015
6525 & 6703 Colleyville Blvd



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

 Subject Property

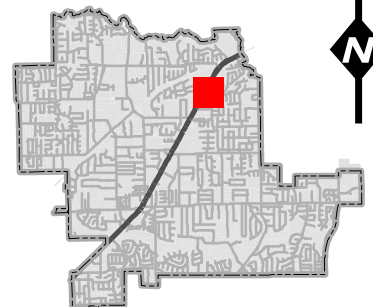
Zoning Map



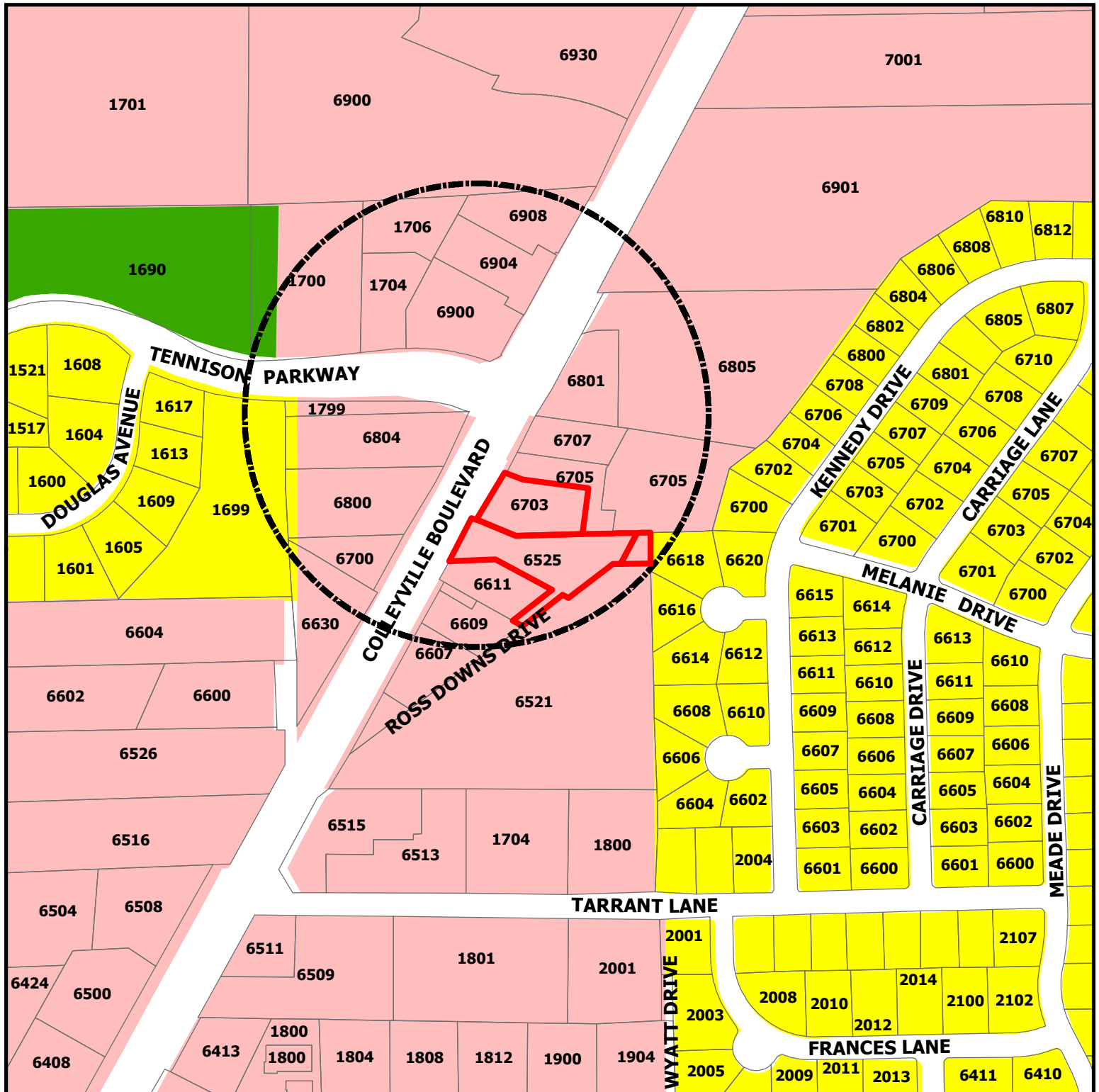
PC18-015 6525 & 6703 Colleyville Blvd

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 Subject Property



Future Land Use Map



PC18-015

6525 & 6703 Colleyville Blvd



Subject Property



Sales Tax Preferred Intersection



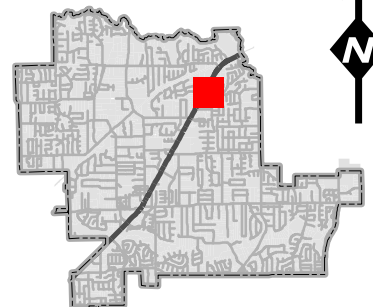
Residential



Colleyville Blvd Corridor



Open Space; Parks



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Plat Exhibit

FLOOD NOTE

According to the Federal Emergency Management Agency's Flood Insurance Rate Map Number 4849C0095 K (revised September 25, 2009), the tract described hereon does not appear to lie within Flood Zone AE (special flood hazard areas inundated by 100-year flood, base flood elevations determined). Said tract does appear to lie within Zone X-unshaded (areas determined to be outside 500-year floodplains). This information is only our opinion based on our sincere efforts of scaling data from the above mentioned FEMA Map in relation to the location of said tract and is not based on a flood study performed by Prism Surveys, Inc.

CONTROL SOURCE

COORDINATE DATA AND BEARING SOURCE SHOWN HEREON IS BASED ON THE NATIONAL GEODETIC SURVEY - (GPS/OPUS) ONLINE POSITIONING USER SERVICE, NATIONAL CONTROL NETWORK DATA 1983. THIS DATA IS RELATIVE TO THE TEXAS COORDINATE SYSTEM, NAD 83, NORTH CENTRAL TEXAS ZONE, UTILIZING OPUS/PS MONUMENTS NOTED HEREON, LEAF AND DIAL FOR BEARING CONTROL. COMBINED SCALE FACTOR IS 0.99984830 AND THE CONVERGENCE ANGLE IS +0.00000000 DEGREES. ALL DISTANCES AND COORDINATES SHOWN ARE BASED ON FEET - US DEFINITION.

STATE OF TEXAS §
COUNTY OF TARRANT §

OWNER'S ACKNOWLEDGMENT AND DEDICATION

WHEREAS Neil Hart and wife, Sherrie D. Hart are the sole owners of the following described tract of land to wit:

ALL that certain tract or parcel of land situated in the A. J. LOTT SURVEY, Abstract No. 963, in the City of Colleyville, Tarrant County, Texas, and being a portion of Lot 142, Block 1, WEST INDUSTRIAL ADDITION, an addition to the City of Colleyville, Texas as recorded in Cabinet "A", Slide 720, Plat Records of Tarrant County, Texas and being a portion of a tract described in the deed to Neil Hart and wife, Sherrie D. Hart as recorded in Volume 11215, Page 1137 and Volume 10299, Page 872, Deed Records, Tarrant County, Texas and also a portion of the tract of land described in deed to C. T. Sparger as recorded in Volume 1925, Page 136 of said deed records and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete found for the Northeast corner of a tract described in Deed to the Texas Department of Transportation as recorded in Instrument No. C0207413421 of said Deed Records, being in the common line between said Lots 182 and 181, also being in the Southeastly right-of-way line of Colleyville Boulevard (a variable width right-of-way);

THENCE along the common line between said Lots 181 and 182 of said Block 1 as follows:

South 69 degrees 48 minutes 24 seconds East departing said right-of-way line, 50.31 feet to an "X" cut in concrete found (CH);

South 82 degrees 20 minutes 22 seconds East, 144.15 feet to an "X" cut in concrete found (CH) for the Northeast corner of said Lot 182;

South 07 degrees 25 minutes 17 seconds West, 98.94 feet to an "X" cut in concrete found for the southeast corner of said Lot 182, being the southwest corner of said Lot 181, also being in the northerly boundary line of said tract described in Deed to Neil Hart and wife Sherrie D. Hart recorded in Volume 11215, Page 1137 of said Deed Records;

THENCE along the common line between said Hart tract (Vol. 11215, Pg. 1137) and said Lot 181 and Lot 182 of said Block 1 as follows:

North 87 degrees 59 minutes 21 seconds East, 60.84 feet to a 1/2 inch capped steel rod stamped "CBG" found;

South 28 degrees 26 minutes 17 seconds West, 1.05 feet to a 1/2 inch capped steel rod stamped "CBG" found;

North 87 degrees 40 minutes 13 seconds East, 80.04 feet to a 1/2 inch steel rod found for the Northeast corner of said Hart tract; also being the Northwest corner of Block 12, ROSS DOWNS ESTATES II, an addition to the City of Colleyville, Tarrant County, Texas, as recorded in Cabinet "A", Slide 799 Plat Records, Tarrant County, Texas;

THENCE South 01 degrees 51 minutes 37 seconds East with the easterly line of said Hart tract and the westerly line of said Block 12, ROSS DOWNS ESTATES, 71.49 feet to the center of a 23 inch Elm, also being approximate centerline of an apparent abandon right-of-way;

THENCE North 89 degrees 50 minutes 25 seconds West along said centerline, 80.81 feet to a 1/2 inch capped steel rod stamped "PRISM SURVEYS" etc;

THENCE South 52 degrees 05 minutes 29 seconds West continuing along said centerline, 25.89 feet to a p.k. nail with shiner set;

THENCE North 62 degrees 12 minutes 01 seconds West, 41.75 feet to a 1/2 inch capped steel rod stamped "J.D.Z. #2490" found for the southerly corner of a tract described in Deed to Sun Valley Properties, L.P., Volume 14933, Page 50 of said Deed Record;

THENCE along the common boundary line between said Sun Valley Properties tract and said Hart tract as follows:

North 51 degrees 46 minutes 39 seconds East, 110.64 feet to a 1/2 inch capped steel rod stamped "J.D.Z. #2490" found;

North 65 degrees 57 minutes 36 seconds West 140.00 feet to a 1/2 inch capped steel rod stamped "PRISM SURVEYS" set in the southeasterly right-of-way line of aforesaid Colleyville Boulevard;

South 87 degrees 56 minutes 04 seconds East, 53.26 feet to a 3/4 inch aluminum disc stamped "T.K.D.O.T." found in the Southeastly right-of-way line of aforesaid Colleyville Boulevard;

THENCE North 28 degrees 06 minutes 28 seconds East along the said southeasterly right-of-way line of Colleyville Boulevard, 222.08 feet to the PLACE OF BEGINNING and containing 1.527 acres of land more or less as surveyed by Prism Surveys, Inc. during the month of August, 2018;

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That We Neil Hart and Sherrie D. Hart do hereby adopt this plat designating the hereinabove described property as Lot 182R, Block 1, WEST INDUSTRIAL ADDITION, an Addition to the City of Colleyville, Tarrant County, Texas and do hereby dedicate fee simple to the public use forever all streets, rights-of-way and alleys shown hereon, and do hereby reserve the easements on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness my hand this _____ day of _____, 2018

Neil Hart

Sherrie D. Hart

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Neil Hart and Sherrie D. Hart, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 2018.

Notary Public in and for the State of Texas _____

REPLAT SHOWING

LOT 182R, BLOCK 1, WEST INDUSTRIAL ADDITION, an Addition to the City of Colleyville, Tarrant County, Texas

BEING A REPLAT OF LOT 182, BLOCK 1, WEST INDUSTRIAL ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS AS RECORDED IN CABINET A, SLIDE 720, PLAT RECORDS, TARRANT COUNTY, TEXAS AND A TRACT DESCRIBED IN DEED TO NEIL HART WIFE SHERRIE D. HART, VOLUME 11215, PAGE 1137 AND VOLUME 10299, PAGE 872, DEED RECORDS, TARRANT COUNTY, TEXAS AND A PORTION OF A TRACT DESCRIBED IN DEED TO C. T. SPARGER, VOLUME 1925, PAGE 136, OF SAID DEED RECORDS.

SITUATED IN THE
**A. J. LOTT SURVEY, ABSTRACT NO. 963,
TARRANT COUNTY, TEXAS
CONTAINING - 1.527 ACRES - 66,524 SQ. FT. +/-
CURRENT ZONING - ML**

I, John W. Morgan, a Registered Professional Land Surveyor of the State of Texas hereby certify that this plat represents a careful and accurate survey made on the ground under my supervision and all required monuments and markers shown actually exist or will be installed in accordance with the provisions of the City of Colleyville Land Development Code and the location, size and type of material are accurately shown on the plat.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

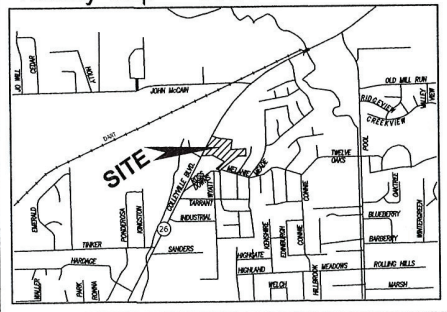
John W. Morgan, R.P.L.S. No. 5488

OWNER / APPLICANT
LOT 182R, BLOCK 1
NEIL J. HART AND SHERRIE D. HART
1600 GLADE ROAD
COLLEYVILLE, TEXAS 76034
ATTN: NEIL OR SHERRIE
817-253-3585

SURVEYOR / PREPARER
PRISM SURVEYS, INC.
3533 BELL DRIVE
HURST, TEXAS 76053
817-540-8048 OR 817-258-2211
FAX: 817-253-1148
CONTACT: JOHN W. MORGAN
E-MAIL: john@prism-surveys.com

LEGEND
● FOUND STEEL ROD
○ SET CAPPED STEEL ROD
○ STAMPED "PRISM SURVEYS"
○ CROSS CUT IN CONCRETE
○ FOUND STEEL PIPE
○ FOUND BOIS D'ARC STAKE
○ REPRESENTS CONTROL MONUMENT
(CM)

Vicinity Map Scale Not to scale



NOTES

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR ABSTRACT OF THE PROPERTY.
- 2) THE SOLE PURPOSE OF THIS REPLAT IS TO CREATE ONE LOT.
- 3) THE MAINTENANCE OF ALL DRAINAGE AND UTILITY EASEMENTS LOCATED ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.

PRISM SURVEYS, INC.
SUCCESSORS TO MOAK SURVEYORS, INC.

COMMERCIAL, RESIDENTIAL, BOUNDARY,
INVESTIGATIVE, TOPOGRAPHIC, TITLE
SURVEYS, PLATTING AND
CONSTRUCTION STAKING
Firm No. 101325-00
3533 BELL DRIVE
HURST, TEXAS, 76053
(817) 540-8048 OR (817) 258-2211



REVISED: OCTOBER 18, 2018 PDF CITY COMMENTS
SCALE: Not to scale / AUGUST 30, 2018 / DRAWN BY: JMM / CHECK: JMM / PROJECT NO. 18-077SHEET 1 of 1

This Plat Filed by Instrument No. _____ Tarrant County Plat Records, Date _____

RESOLUTION R-19-4347

**A RESOLUTION APPROVING A REPLAT FOR LOT 1R2R, BLOCK 1, OF
THE WEST INDUSTRIAL ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the Replat for Lot 1R2R, Block 1, West Industrial Addition on December 10, 2018.

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

Sec. 1. THAT the Replat for Lot 1R2R, Block 1, West Industrial Addition on approximately 1.527 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS
THE 15th DAY OF JANUARY 2019.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

RESOLUTION R-19-4348

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 15, 2019**

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 ON THIS THE 15TH DAY OF
JANUARY 2019.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor