



City of Colleyville City Council Agenda

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

Tuesday, July 16, 2019

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

CALL TO ORDER

- WS-1** Discussion of the Bransford Water Tank Rehabilitation project
- WS-2** Discussion of the Entrepreneur Center
- WS-3** Discussion of the July 16, 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 case for Parcel 150

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

- Acquisition of real property along Main Street
- Acquisition of real property along SH26

Section 551.074 – Personnel – Deliberate the evaluation, review, employment, and duties of the Director of Finance

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****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-19-4400****3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS****Announcements of civic and charitable events****Presentation of calendar events and updates****Announcements of awards and recognition**

Proclamation in recognition of the Colleyville Rotary Club \$5,000 donation to the Colleyville Public Library - Mimi Tram, Rotary Club, Library Director Mary Rodne, and Mayor Richard Newton

In recognition of the Featured Business of the Month - New You Chiropractic Wellness Center, 5005 Heritage Avenue, Suite 105 - Dr. Tony Kelsoe and Mayor Richard Newton

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-19-4401

- 4a** Approval of the minutes of the regular City Council meeting of July 2, 2019
- 4b** Approval of a construction contract with Nu-Way Construction, LLC, for the City Hall Terra Cotta Way Road Widening Project, in an amount not to exceed \$60,142.50, and authorizing the City Manager to execute the contract
- 4c** Approval of a construction contract with Scott Beck Construction, Inc., for the City Hall Entry Doors Renovation Project, in an amount not to exceed \$100,675, and authorizing the City Manager to execute the contract
- 4d** Denial of a bid submittal with Intermountain Slurry Seal, Inc, for the 2019 Micro-Surface Project, and authorizing staff to re-bid the project for Fiscal Year 2020

5. ITEMS NOT FOR CITY COUNCIL ACTION

Monthly Financial Report – June 30, 2019

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**6a Ordinance O-19-2086**

Consideration of a zoning change from the AG Agricultural zoning district to the RE Single Family Estate Residential zoning district on a portion of Lot 1R-2, Block 1, of the Mockingbird Hill Addition, located at 6260 Pool Road, Case ZC19-006

7. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**7a Ordinance O-19-2087**

Approval of the Fiscal Year 2020 Colleyville Crime Control and Prevention District budget

8. TABLED: ORDINANCE(S) READING AND PUBLIC HEARING**8a Ordinance O-19-2081**

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district on Lot 1, Block 1, of the J.M. Presley Addition and 17.5 feet along the east boundary, located at 2308 Glade Road, Case ZC19-003

9. RESOLUTION(S): READING AND PUBLIC HEARING**9a Resolution R-19-4402**

Request for a variance to certain provisions of Section 3.24.G, Schedule of District Regulations on Lot 1R2, Block 1, of the Mockingbird Hill Addition, located at 6260 Pool Road, Case VC19-001

9b Resolution R-19-4403

Consideration of a Replat for Lot 1R, Block 1, of the J.M. Presley Addition, located at 2308 Glade Road, Case PC19-011

10. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JULY 16, 2019 - READING AND PUBLIC HEARING - RESOLUTION R-19-4404****12. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, July 13, 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
www.colleyville.com

Agenda Number WS-1
Type Worksession
Department Public Works

Agenda Date 7/16/2019

Title

Discussion of the Bransford Water Tank Rehabilitation project

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

This item is provided as an opportunity to discuss the color options for the upcoming water tank rehabilitation project.

Staff has put together four color options for the Bransford Water Tank. Staff is seeking City Council direction and guidance regarding the four options. Per City Council direction, staff will follow up with more details on the selected color option, if needed.

Attachments

1. Bransford Water Tank Presentation

Discussion of the Bransford Water Tank Rehabilitation Project

**Worksession
July 16, 2019**

Bransford Water Tank



Existing Layout

The existing water tank located near the southeast corner of the intersection of L.D. Lockett Road and Bransford Road.

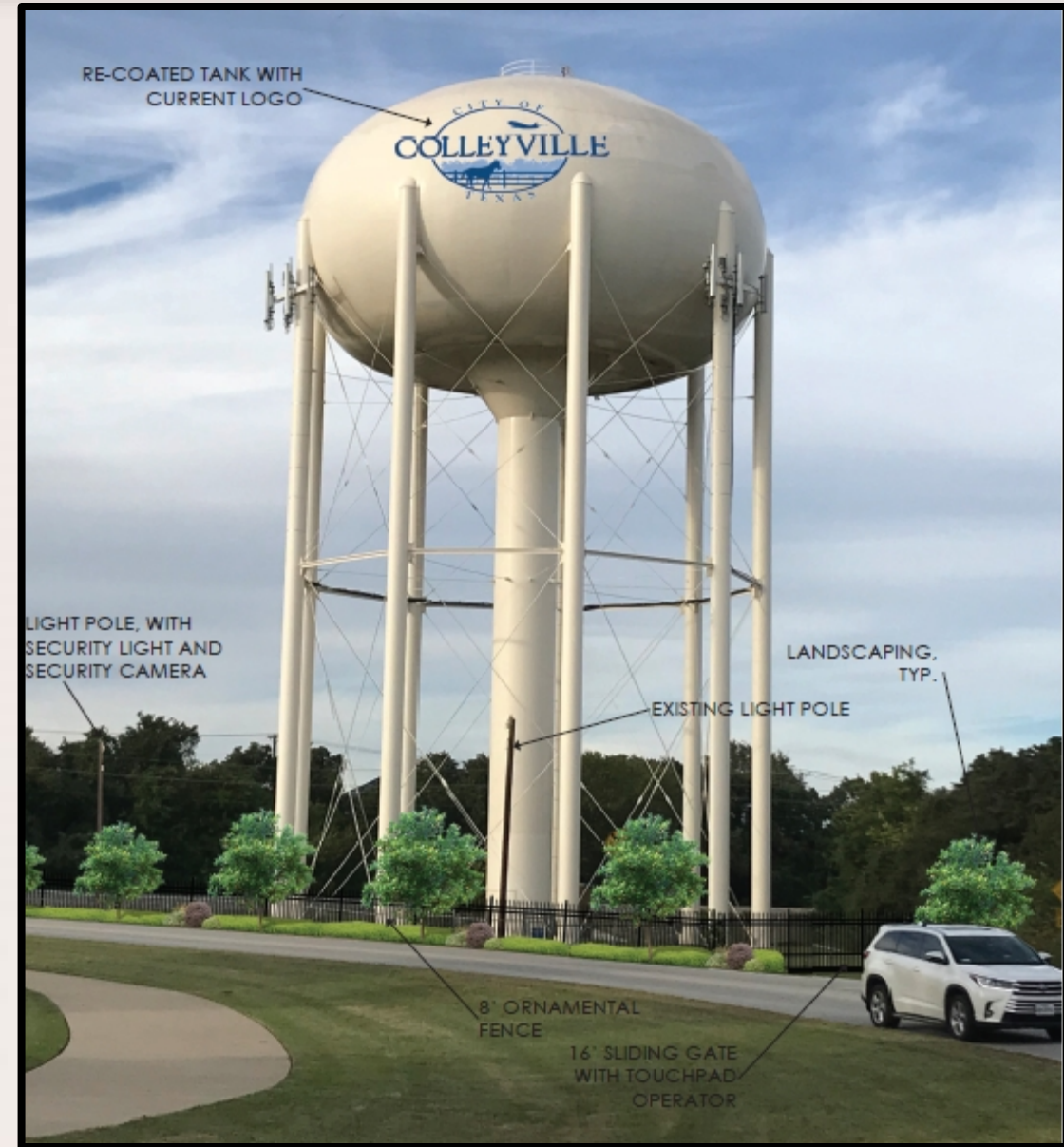


Bransford Water Tank



Proposed Layout

The proposed site layout for the tank will redirect the City logo toward the south, facing northbound traffic on Bransford Road. It will also include some landscape improvements within the tank site.



Bransford Water Tank



Option 1 – Tnemec White color



Bransford Water Tank



Option 2 – Bisque color



Bransford Water Tank



Option 3 – Lily color



Bransford Water Tank



Option 4 – Santa Fe color



Questions and Discussion



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 City Manager

Agenda Date 7/16/2019

Title

Discussion of the Entrepreneur Center

Explanation

This item provides for continued discussion on the proposed entrepreneur center. This item will provide a recap of activity since the June 4 worksession and programming to be held at the center.

Attachments

1. Entrepreneur Center Programming

Entrepreneur Center Update - Programming

City Council

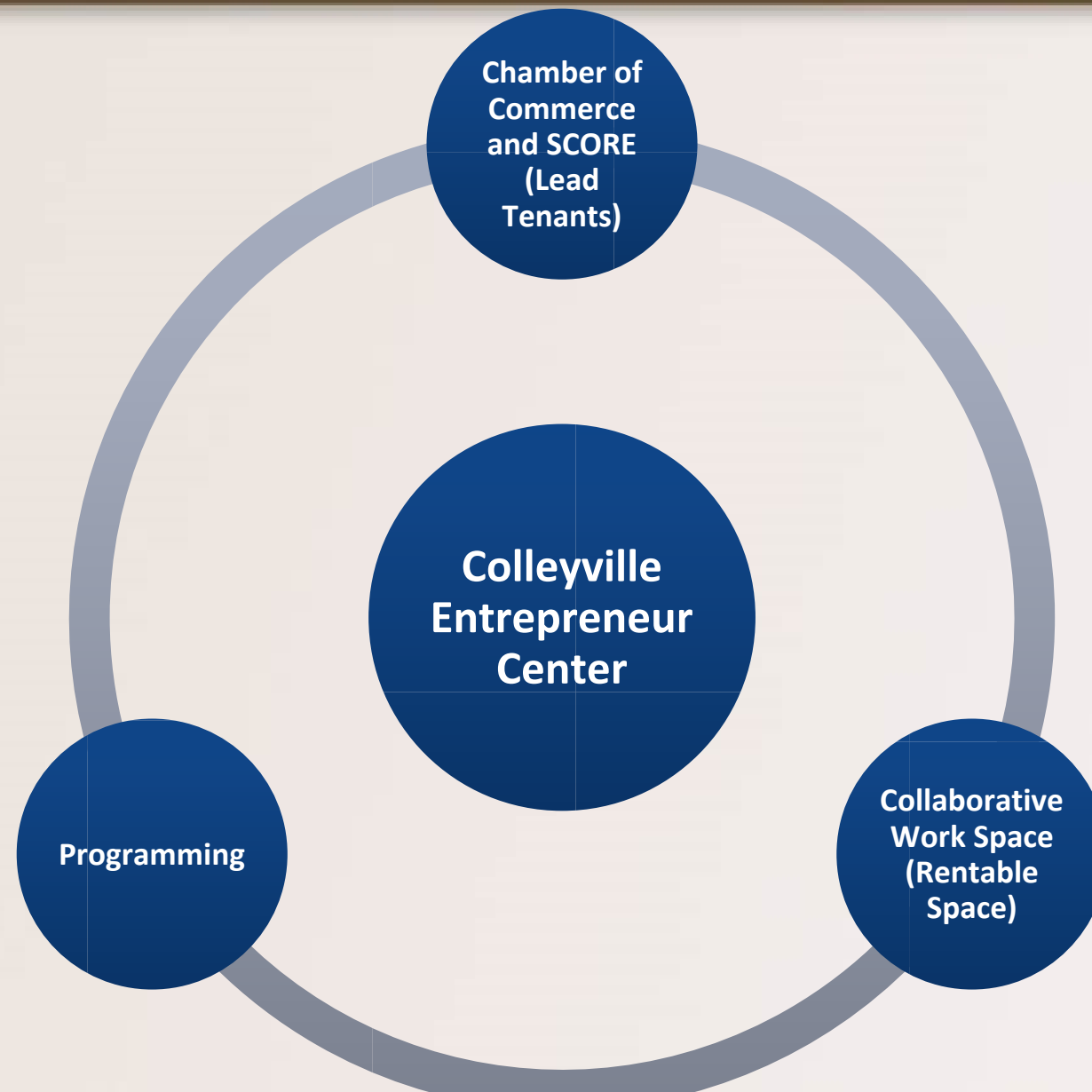
July 16, 2019

Entrepreneur Center

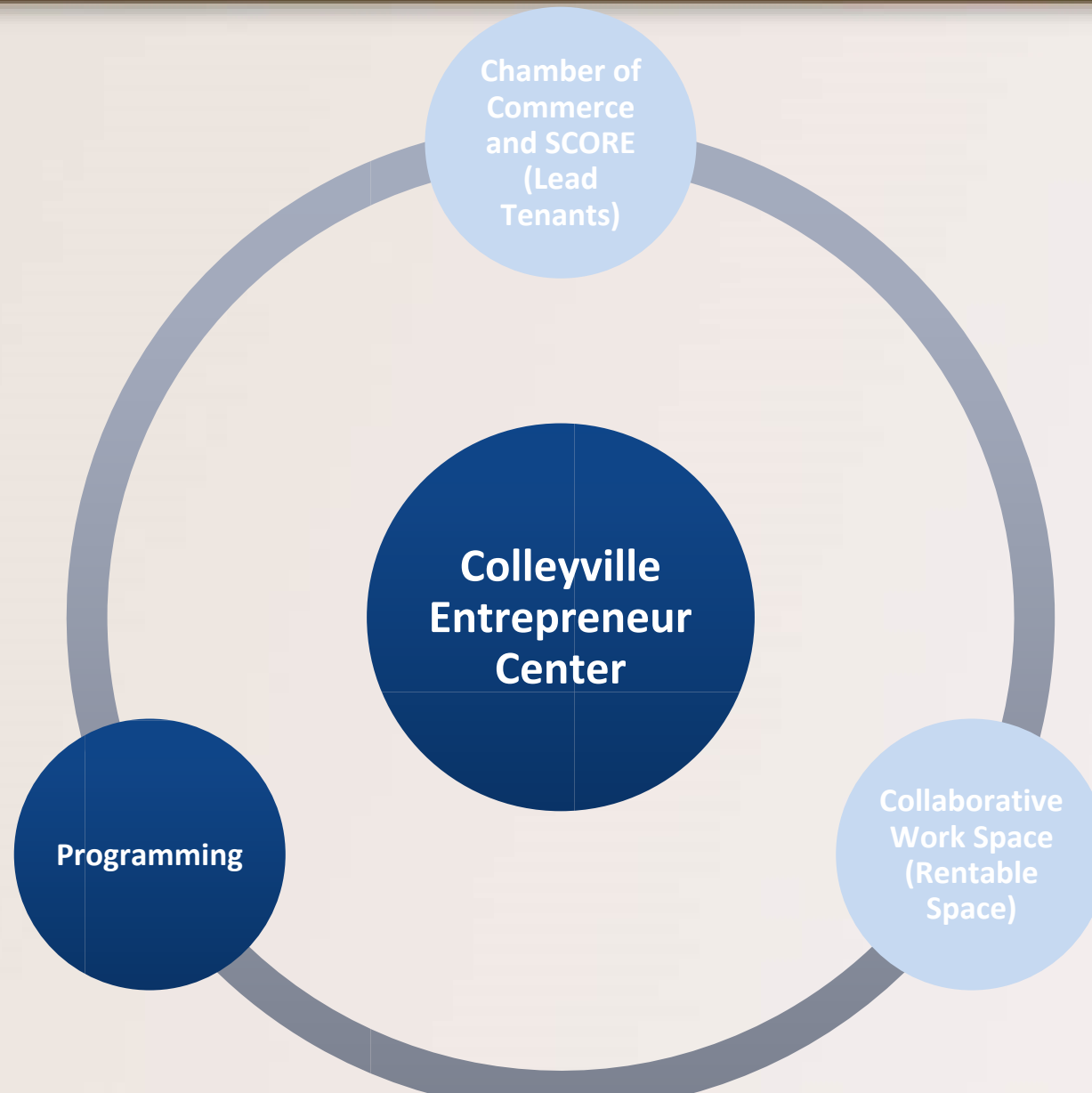


- After June 4 Worksession:
 - Signed LOI with Wells Fargo
 - Wells Fargo drafting sublease document
 - City Attorney working on City/Chamber agreement
 - Met with Chamber re: programming
 - Met with Tarrant County College re: programming
- Remaining to-do list:
 - Form/appoint citizen entrepreneurship committee
 - Agreement for design/construction documents
 - Award construction bid

Entrepreneur Center



Entrepreneur Center



Three Es



Events

Speaker series
(quarterly)
Chamber's Business After
Hours
(quarterly)
Chamber's LEADS Group
(monthly)
Chamber orientation
(monthly)
Coffee roundtables
(twice monthly)
Open House
(annually)



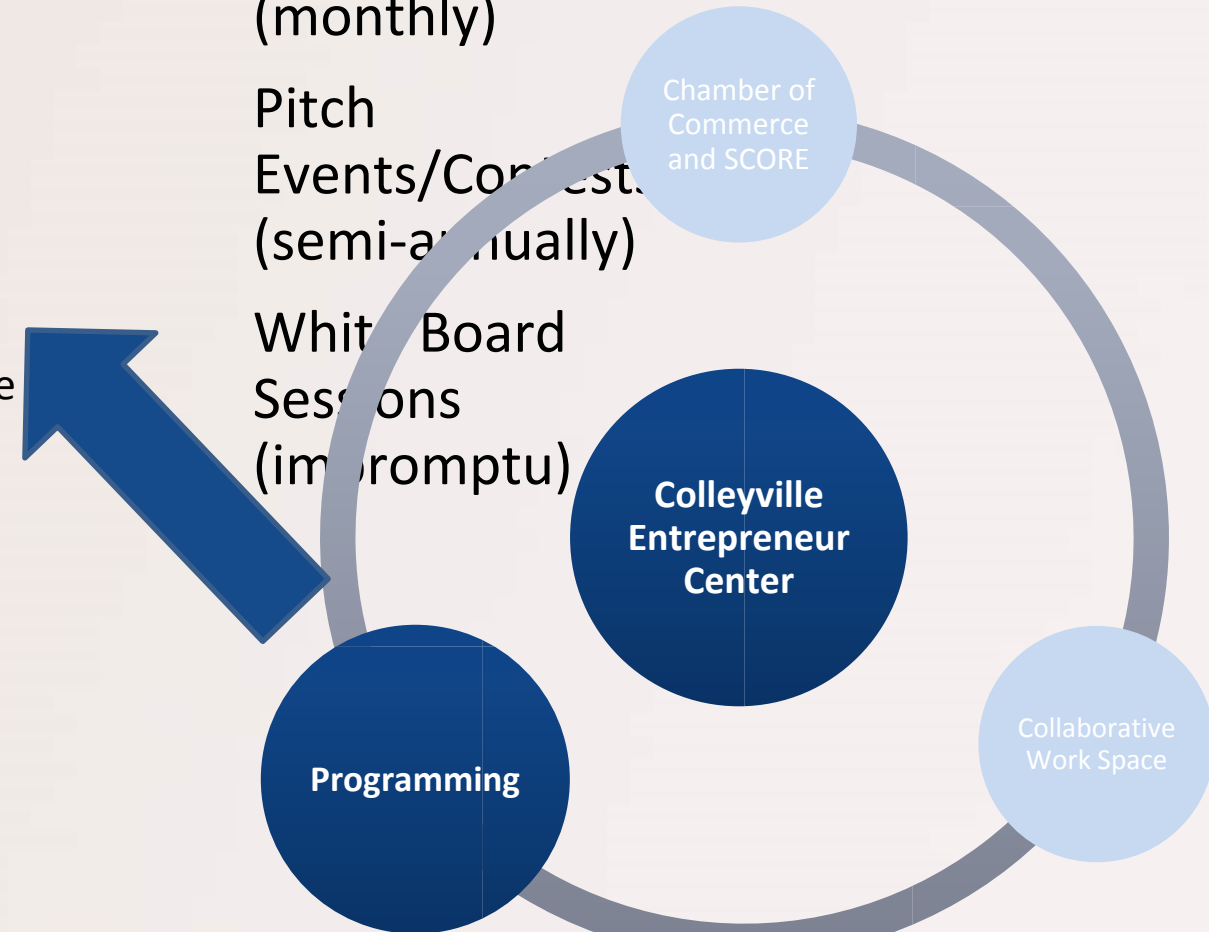
Education

TCC non-credit courses
(six-week cohort
quarterly)
SCORE business classes
(monthly)
Lunch and Learns with
subject matter experts
(monthly)
Case Studies/Been There
Done That
(quarterly)



Entrepreneurism

1 Million Cups
(monthly)
Pitch
Events/Contests
(semi-annually)
White Board
Sessions
(impromptu)



Entrepreneur Center Update - Programming

City Council

July 16, 2019



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 7/16/2019

Type Worksession

Department City Secretary

Title

Discussion of the July 16, 2019, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 7/16/2019

Type Executive Session

Department City Secretary

Title

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

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

- Glade Road eminent domain case for Parcel 150

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

- Acquisition of real property along Main Street
- Acquisition of real property along SH26

Section 551.074 – Personnel – Deliberate the evaluation, review, employment, and duties of the Director of Finance

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

Attachments

RESOLUTION R-19-4400

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JULY 16, 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 ON THIS THE 16TH DAY OF JULY 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 3

Agenda Date 7/16/2019

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation in recognition of the Colleyville Rotary Club \$5,000 donation to the Colleyville Public Library - Mimi Tram, Rotary Club, Library Director Mary Rodne, and Mayor Richard Newton

In recognition of the Featured Business of the Month - New You Chiropractic Wellness Center, 5005 Heritage Avenue, Suite 105 - Dr. Tony Kelsoe and Mayor Richard Newton

Attachments

1. Proclamation in recognition of the Colleyville Rotary Club

Proclamation

CITY OF

Colleyville,
Texas

WHEREAS: the Colleyville Rotary Club is a volunteer organization comprised of local business and civic leaders who want to make a difference in their community and around the world; and

WHEREAS, by teaming with the World Health Organization, Centers for Disease Control, UNICEF, national governments, and organizations such as the Bill and Melinda Gates Foundation, the Rotary's Polio Plus program is an on-going campaign to eradicate polio; and

WHEREAS, Rotary Club members assist and support many county-wide programs to include Immunization Collaboration of Tarrant County, Alcon Medical Missions Program, Callier Center for Communication Disorders at the University of Texas-Dallas, and

WHEREAS, the Colleyville Rotary Club supports local programs to include the Grapevine-Colleyville Education Foundation, Colleyville Fire and Police Departments, and the Colleyville Public Library Foundation; and

WHEREAS, the Colleyville Rotary Club has donated \$5,000 to the Library for the purchase of easy readers, children's books, and adult cancer reference material; and

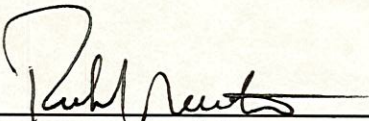
WHEREAS, Colleyville Rotary Club continues to promote ethics, leadership, inclusion, and service in the Colleyville community.

NOW, THEREFORE, I, RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS, on behalf of the City Council and citizens of Colleyville, do hereby recognize the

COLLEYVILLE ROTARY CLUB

for their continued generosity in supporting the Colleyville Public Library for the benefit for the residents of Colleyville, and the generations of people it has served.

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 16th day of July 2019.



Mayor



RESOLUTION R-19-4401

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 16, 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 the minutes of the regular City Council meeting of July 2, 2019
 - b. Approval of a construction contract with NuWay Construction, LLC, for the City Hall Terra Cotta Way Road Widening Project, in an amount not to exceed \$60,142.50, and authorizing the City Manager to execute the contract
 - c. Approval of a construction contract with Scott Beck Construction, Inc., for the City Hall Entry Doors Renovation Project, in an amount not to exceed \$100,675, and authorizing the City Manager to execute the contract
 - d. Denial of a bid submittal with Intermountain Slurry Seal, Inc., for the 2019 MicroSurface Project, and authorizing staff to rebid the project for Fiscal Year 2020

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 16TH DAY OF JULY 2019.

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 4, George Dodson _____
Place 6, Callie Rigney _____

Mayor Pro Tem Bobby Lindamood _____
Place 3, Kathy Wheat _____
Place 5, Chuck Kelley _____

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor



City of Colleyville City Council Minutes - Draft

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

Tuesday, July 2, 2019

City Council Chambers

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, July 2, 2019, at 4:53 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Ray Silva-Reyes, Parks and Recreation Director Lisa Escobedo, Colleyville Center Manager Leslie Hill, Human Resources Director Jesse Perez, Community Relations Specialist Erin Spicer, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of the Enterprise Fleet Management Program

Assistant City Manager Adrienne Lothery presented this item by highlighting the process staff used to research and evaluate the potential of utilizing the Enterprise Fleet Management Program. She noted outsourcing is becoming a trend among area cities, noting Bedford, Haltom City, Prosper and Keller are utilizing the program. Manager Lothery explained many cities lease the vehicles, however, Colleyville would cash fund the program, noting Keller and Prosper also cash fund the program.

Manager Lothery stated the City has a vehicle replacement program, based on age, mileage, and maintenance, however, the difference between the City program and the Enterprise program is the ability to upgrade the age of the fleet, lessen the maintenance costs, increase safety and mileage, and time the vehicle's resale to earn a higher return on the investment compared to auction.

Manager Lothery introduced Jennifer Bertram, Enterprise Senior Account Executive, who reviewed the strengths of the Enterprise Program, noting their overall strategy results in savings from fuel efficiency and reduced maintenance expenses, and careful timing of resale. Ms. Bertram stated Enterprise Rent-a-Car is the largest seller of vehicles in the world, and sells one million vehicles a year to their network of dealers to maximize the return. Ms. Bertram reviewed the details of the current City fleet, the proposed program, and answered questions of the City Council.

There was discussion regarding costs and terms for leaving the program, alteration and damage to vehicles, insurance, City staffing, and start-up costs.

City Council directed staff to move forward with preparations to enter into an agreement with Enterprise Fleet Management, and to bring a resolution forward at a future meeting.

WS-2 Review of Fees and Charges

Assistant City Manager Mark Wood reviewed the projected rental rates for Colleyville Center and the Webb House. There was discussion regarding the new Plaza rental fees and availability. City Council directed staff to add a rental option and fee for the Plaza.

There was discussion regarding there being no furnishings at the Webb House, the rental fee, and the purpose of the Webb House. City Council directed staff to provide more options for Council consideration before moving forward.

Manager Wood stated the building fees are on the agenda as a second reading and the fee change is being mandated by the legislature.

WS-3 Discussion and review of the Five Year CIP

Public Works Director Ray Silva-Reyes presented this item. He reviewed the 2019 programs and projects, providing a status on each. Director Silva-Reyes provided a category and line item review of each 2020 Project to include drainage, facilities, master plans, streets, parks, and water and wastewater. He further provided a demonstration of the interactive webpage Petite Kirkendoll and the IT staff created which provides very thorough project updates and strategic planning.

The City Council thanked Director Silva-Reyes for the good work and for reviewing the plan with them individually to allow time for questions and understanding.

WS-4 Selection of a date to conduct a worksession with MESA regarding SH26 design

City Council directed staff to prepare for a worksession on August 27, 2019.

WS-5 Discussion and review of the June 21, 2019, Stars and Guitars event

Due to time restraints, this discussion was brief with everyone stating the feedback from the Stars and Guitars event was very positive. Staff will review the details and consider adding cooling stations, involving more businesses and food trucks, and will continue the planning for 2020 event.

WS-6 Discussion of the July 2, 2019, City Council regular agenda items

Mayor Newton stated Item 8a will remain on the table for this meeting, but he anticipates the applicant will be ready at the July 16, 2019 meeting.

Mayor Newton adjourned the worksession at 6:25 p.m.

Mayor Newton called the Executive Session to order at 6:26 p.m. and called the roll.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley, and Callie Rigney.

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 case for Parcel 150

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

- Acquisition of real property along Main Street
- Acquisition of real property along SH26

Section 551.074 – Personnel – Discussion regarding the evaluation, review, employment, and duties of the City Attorney

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

Mayor Newton explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, Section 551.074, Personnel and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. Executive Session was adjourned at 7:18 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:38 p.m.

INVOCATION: Pastor Lanre Sobo, Glory House**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-19-4396**

Mayor Newton read Resolution R-19-4396 in its entirety.

Assistant City Manager Adrienne Lothery stated the \$72,000 economic development grant is for the property at 5121 Thompson Terrace, which is a key SH26 and Main Street intersection. Manager Lothery noted complete renovations would consist of an expected owner investment of \$218,640, which would provide for the addition or replacement of the exterior face of the building with brick/stone façade and paint, new windows and doors, an upgrade to the street facing roof material and new roof, new or updated building signage and monument sign, improved landscaping, lighting and updated electrical.

Mayor Newton stated City Attorney Whitt Wyatt is changing firms and this resolution allows the City to retain his services.

Mayor Newton opened the public hearing at 7:45 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:45 p.m.

Councilmember Rigney made a motion to approve Resolution R-19-4396 and Councilmember Dodson seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

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

Mayor and City Council members made the following announcements:

Visit from First Colleyville Squad Youth Group: Mayor Newton thanked the First Colleyville Squad who made us a brownie Nemo cake, delivered the cake with the nice note, and allowed us to Facebook Live their kind gesture.

32 Village Lane Demolition: The fire-damaged structure at 32 Village Lane is in the process of being demolished and the site cleaned. The City Fire Marshal and

Fire Chief worked with the property owner, village owner's association representative, and insurance companies to get the site cleaned. We are thankful to all who worked in such a timely manner to bring this tragic situation to a close. Staff continues to work with the owners of Ruggeri's to bring the restaurant to a new location in Colleyville.

TEX-21 Membership Pays Off: The City of Colleyville joined TEX-21 as a way to stay connected to local and regional transportation concerns. TEX-21 describes itself as "a 20+ year old collective, grassroots effort to improve the transportation infrastructure in the States of Texas and Oklahoma." While the transportation aspect of TEX-21 has been informative to our community, the legislative prowess of the organizational leaders, David Dean and Linda Brown, is outstanding. This past legislative session has allowed Colleyville a seat at the table discussing property tax reform. We have been immersed in this process from the very beginning and TEX-21 has assisted us in that effort (even though it is unrelated to transportation). We thank David Dean and Linda Brown for going above and beyond to assist during the legislative session.

Stars and Guitars Event: Last week the City held our annual Stars & Guitars Event. This year's event featured country artist John Michael Montgomery and a patriotic-themed fireworks show. This event was the culmination of so many efforts. The City Council set the tone last year with a stated desire to produce an exceptional event. City staff and our event committee did not disappoint. City staff from the library, police, fire, public works, parks, Colleyville center, IT, City Secretary, and the City Manager's Office worked tirelessly to bring us an event that was exceptional and we thank them. Earlier this evening we discussed the event and ideas for next year. We welcome comments from the public as well. If you would like to offer comments or suggestions, please contact the City Manager's office at 817-503-1111.

BEST Grant Gains Momentum: Last week letters were sent to all of our Colleyville businesses along the SH26 corridor. The letter provides information on our two current grant programs—the SIGN grant program and the BEST grant program. We want to do everything we can to make sure businesses are aware of these opportunities that are available to them. Since the mailing hit the mailboxes our phone has been ringing off the hook. Inquiries have come in from at least three businesses each day wanting to learn more about the program. We are excited to see such a positive response from our businesses. The SIGN program has been implemented and provides economic development grants to enhance business signage while the BEST program provides façade enhancement grants for commercial buildings along the SH26 corridor.

Chamber Mobile App: The Colleyville Chamber of Commerce is partnering with the City and GCISD on a new mobile app. This app will take our Chamber digital promoting local businesses and community events. The city will fund the city and school district cost of \$5,000 each as part of our ongoing TIF economic

development initiative. We are pleased to be able to partner with both GCSID and the Chamber on this endeavor and have agreed to fund both City and school costs from the TIF.

Water Quality Report Mailed: Residents should have received Colleyville's annual Water Quality Report in the mail last week. The report outlines the various water quality indicators within the potable (drinking) water supply. The analysis contained within the report was derived from EPA mandated testing. The report is issued annually as an informational source regarding local water quality and provides no identified irregularities or water quality concerns. Questions regarding the report should be directed to our Public Works staff at 815-503-1090.

Summer Reading Club Finale: Celebrate an amazing summer at the outdoor Summer Reading Grand Finale on Friday, July 26! Enjoy a live DJ, children's arts and crafts, face painting, balloons, carnival games, bounce houses, inflatable rides, special guests, and more. All ages are welcome. For more information, check Colleyvillelibrary.com.

Colleyville Center Undergoing Improvements: Work has started on the Colleyville Center. The Center is undergoing enhancements that include window repairs, new French doors, fresh landscaping, and interior trim updates. Upgrades will include a 3,900-square-foot courtyard with a water feature and metal trellis for wedding ceremonies. The Center is expected to fully reopen in September.

In recognition of the City of Colleyville earning the GFOA Budget Award for the FY2019 adopted budget - Mayor Richard Newton

Mayor Newton stated this is the 25th year the City has earned the GFOA Budget Award, noting this speaks to the integrity and dedication of the staff and City Council to controlling costs and maintaining a conservative budget approach.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-19-4397

- 4a** Approval of the minutes of the regular City Council meeting of June 18, 2019
- 4b** Approval of the minutes of the City Council Worksession of June 20, 2019
- 4c** Approval of the renewal for medical insurance and award of dental insurance to BlueCross BlueShield of Texas, and authorize the City Manager to execute the agreements

- 4d** Approval of a construction contract with SPI Asphalt, LLC, for the 2019 Hot-Mix Asphalt Concrete (HMAC) Project, in an amount not to exceed \$1,011,200.00, and authorizing the City Manager to execute the contract
- 4e** Approval of a construction contract with Prater Electric, LLC for the City Hall/Library Emergency Generator, in an amount not to exceed \$364,500, and authorizing the City Manager to execute the contract
- 4f** Approval of an amendment to Resolution R-19-4388, item d. transferring the Westcoat at John McCain Intersection Improvement Project ("Project") from MSA Professional Services, Inc., to Kimley-Horn and Associates, Inc., and authorizing the City Manager to execute the contract documents for the Project

Mayor Newton read Resolution R-19-4397 in its entirety.

Human Resources Director Jesse Perez presented item 4c by outlining the process used to seek bids for medical insurance, the programs reviewed, and the City's loss ratio. He stated through negotiation and by changing dental to BCBS, the best and final price from BCBSTX includes a one-time \$20,000 credit and is a 6% increase, compared to an expected increase of over 16%

Mayor Newton stated bottom line, we are keeping the same insurance carrier and coverage type, absorbing the 6% increase in the budget, meaning employees do not see an increase. He further stated by adding the dental insurance we received a \$20,000 bonus which offset the dental insurance cost for this year, but we should be prepared to see an increase next year.

Public Works Director Ray Silva-Reyes reviewed items 4d, 4e, and 4f.

4d – Director Silva-Reyes highlighted the bid process and stated this contract will provide for asphalt pavement improvements for Van Oaks Drive, Bill Simmons Road, Patterson Lane, Felps Drive, Acuff Lane, Bettinger Drive, two sections of Glade Road, Colleyville Service Center, and Colleyville Center, and additional streets may be added if the funds allow.

4e – Director Silva-Reyes stated eight bids were received for this project which City Council approved in July 2018 as part of an acceptance of a grant for the generator. He stated Prater Electric, LLC was the low bidder.

4f – Director Silva-Reyes stated MSA Professional Services sold their Texas assets to Kimley-Horne and this item allows for the previously approved agreement with MSA to be transferred to Kimley-Horn with no change in design or costs.

Mayor Newton opened the public hearing at 8:15 p.m.

Kathy Hadley, 204 Timberline North, spoke with concerns for the number of times Glade Road is being redone and the money it costs when there is a plan to redo the road in its entirety.

Mayor Newton closed the public hearing at 8:17 p.m.

Mayor Newton stated the City is paving different sections of Glade Road to stabilize those areas until the reconstruction can begin. He stated the City has not repaved any of the areas on Glade Road multiple times in the last three years. Mayor Pro Tem Lindamood and Councilmember Dodson reiterated the need to stabilize specific areas and not allow further deterioration.

Councilmember Nakamura made a motion to approve Resolution R-19-4397 and Councilmember Dodson seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Update on SH26 construction project by TxDOT staff

TxDOT Engineer Minh Tran thanked the City Council for their patience and gave a presentation on the progress of SH26.

There was discussion between the City Council and Mr. Tran, with many of the questions going unanswered. At the conclusion of the discussion, Mayor Newton stated a list of questions will be sent to Mr. Tran and he would appreciate TxDOT's responsiveness.

Mayor Newton, Councilmembers, and City Manager Jerry Ducay stressed the negative effect TxDOT's delays have caused, asked for timelines for phase II and III to be completed, when phase IV will start and end, concern and lack of understanding of why the finished north lanes are not being opened, traffic signal installation, signage, medians, and delays.

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

6a Ordinance O-19-2084

Amending the City of Colleyville Code Of Ordinances, Chapter 6 – Alcoholic Beverages, by amending Section 6-5

Mayor Newton read the caption of Ordinance O-19-2084.

Assistant City Manager Mark Wood stated approval of this ordinance will change the Code of Ordinances to provide for a food to alcohol ratio of 60/40.

There was no discussion.

Mayor Newton opened the public hearing at 9:01 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:01 p.m.

Councilmember Nakamura made a motion to approve Ordinance O-19-2084 and Councilmember Rigney seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

Nays: 1 - Mayor Newton

6b Ordinance O-19-2085

Amending the Code of Ordinances, Part II, Chapter 2, Section 2-26; specifically amending Section 18-22 – Permit Issuances; Table 3-A – Building Permit Fees

Mayor Newton read the caption of Ordinance O-19-2085.

Community Development Director Ben Bryner presented this item stating the amendment is required immediately as the legislature passed HB852 which prohibits municipalities from calculating residential permit fees based on valuation of the project, which is the current method shared by most north Texas cities. Director Bryner stated this mandate applies to any residential project requiring a building permit. Director Bryner reviewed the proposed fee schedules, noting the schedule proposes \$1.00/s.f. for new homes and additions, and \$0.80/s.f. for remodels and accessory structures. He also stated staff is proposing a Homestead Exemption which allows for a 50% discount on permit fees which would apply in situations where the property owner occupies the home and is acting as the general contractor for the project and would not apply to new single-family home permits. Director Bryner noted the proposals are in alignment with the cities of Hurst, Euless, Bedford, and North Richland Hills.

Director Bryner stated in going through this process the commercial permit fees were also reviewed and it was discovered Colleyville is below market compared to surrounding fees. He stated they are proposing commercial fees for Council consideration at this time, but clarified commercial is for consideration, while the residential fees are mandatory per HB852.

There was discussion regarding if the new fees will increase the cost of permits for residential, if the commercial increase is adequate, and the requirement to move quickly without the value of time for analysis because of the legislative mandate.

Director Bryner stated he will monitor the new permits and provide an analysis comparison to bring back to the City Council in three months for review and additional direction.

Mayor Newton opened the public hearing at 9:20 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke in opposition to the cost of permits.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:22 p.m.

Councilmember Dodson made a motion to approve Ordinance O-19-2085 and Councilmember Nakamura seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, and Kelley.

Nays: 1 – Councilmember Rigney

7. ORDINANCE(S): FIRST READING AND PUBLIC HEARING

7a Ordinance O-19-2086

Consideration of a zoning change from the AG Agricultural zoning district to the R-40 Single Family Residential zoning district on a portion of Lot 1R-2, Block 1, of the Mockingbird Hill Addition, located at 6260 Pool Road, Case ZC19-006

Mayor Newton read the caption of Ordinance O-19-2086.

Director Bryner presented this item and reviewed the setback requirements for R-40 zoning, noting the proposed zoning meets the intent of the residential designation assigned in the *Destination Colleyville* Comprehensive Plan and the Land Development Code.

Councilmember Nakamura asked why the zoning was not completed earlier when the lot came before the Council, stating she is concerned the applicant is considering two houses.

Director Bryner responded the zoning was not requested earlier based on the pending home design, however, the design is now complete and can be placed in R-40 zoning.

Councilmember Dodson stated he does not like to see this under zoning because of side yard setbacks, and would like the zoning to be RE with a waiver for the side setbacks.

Director Bryner stated in anticipation of Councilmember Dodson's preference, this item has been noticed and RE with a variance can be considered at the July 16, 2019 City Council meeting.

Mayor Pro Tem Lindamood asked if there was a response given to the author of the letter of opposition.

Director Bryner stated the concerns were discussed at the Planning and Zoning Commission meeting, and after it was discussed and understood this is a single lot with one home, the concerns were alleviated.

City Manager Jerry Ducay stated he spoke with the author of the opposition letter as well, and the concern was the possibility of multiple lots. He asked the author if the RE with a variance was a reasonable compromise and he agreed it alleviated his concerns.

Mayor Newton asked applicant Brian Hill, 512 Shelton Drive, if the RE with a variance would be acceptable. Mr. Hill stated it is acceptable, but asked if the process has to start all over again. Mayor Newton advised the zoning could be changed to the RE with a variance by the July 16, 2019 second reading.

Mayor Newton opened the public hearing at 9:36 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:36 p.m.

This was a first reading, therefore, no action was taken.

8. TABLED: ORDINANCE(S) READING AND PUBLIC HEARING

8a Ordinance O-19-2081

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district on Lot 1, Block 1, of the J.M. Presley Addition and 17.5 feet along the east boundary, located at 2308 Glade Road, Case ZC19-003

This item remained tabled.

9. RESOLUTION(S): READING AND PUBLIC HEARING**9a Resolution R-19-4398**

Consideration of a Final Plat for Lots 1-15, Block A, Lots 1-6, Block B, Lots 1-6, Block C, Lot 1, Block D, Lot 1, Block E, Lot 1, Block F, and Lot 1, Block G, of the Legacy North Addition, located at 712-810 Lavaca Trail, Case PC19-009

Mayor Newton read Resolution R-19-4398 in its entirety.

Community Development Director Ben Byner presented this item, noting this was a request for the final plat and is the final step for approval, once the construction plans are approved, which allows for them to move forward with construction of the subdivision.

Councilmember Dodson asked if the Engineering Department has reviewed the plat and is comfortable with everything. Director Bryner replied Engineering is in the process of review, and if there is a problem or required change, the item will have to come back before City Council.

Mayor Pro Tem Lindamood stated staff has been proactive on this project and he appreciates their effort.

Mayor Newton opened the public hearing at 9:43 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:43.

Mayor Pro Tem Lindamood made a motion to approve Resolution R-19-4398 and Councilmember Nakamura seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

9b Resolution R-19-4392-1A

A resolution amending, restating, and repealing Resolution R-19-4392-1

Mayor Newton read Resolution R-19-4392-1A in its entirety.

Mayor Newton explained the waiver of fees by the Village Owners Association was intended to be in the previous resolution as this property is going to have a public use, but the motion to approve that resolution did not explicitly state this, therefore, this resolution clearly states the waiver and there will be no misunderstanding about the City's position on this. Mayor Newton stated he would like the words "or refunded" added to Section 2.

Mayor Newton opened the public hearing at 9:48 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:48.

Councilmember Wheat made a motion to approve Resolution R-19-4392-1A and Councilmember Nakamura seconded the motion.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

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

Craig Walter, 5910 Craig Lane, spoke regarding his concerns with the Highway 26 presentation given by TxDOT, stating no information was provided, the presentation was elementary, and no details or answers were provided. Mr. Walter also asked City Council to not place a lot of grass in the medians, as it is a safety hazard for workers having to maintain the medians.

Kathy Hadley, 204 Timberline North spoke regarding the City's positive response to concerns on Jackson Road, stated she would prefer less rock and brick be considered for the SH26 medians, stated the geese are still crossing on Riverwalk and Bluebonnet and encouraged caution, and reminded Council to book middle and high school choirs for December events now.

11. REPORTS

Sign Board of Appeals Minutes - May 8, 2018

Sign Board of Appeals Minutes - August 15, 2018

Sign Board of Appeals Minutes - November 14, 2018

There was no discussion of this item.

12. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JULY 2, 2019 - READING AND PUBLIC HEARING - RESOLUTION R-19-4399

This resolution was not needed.

13. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 10:10 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF JULY 2019.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4b
Type Resolution
Department Engineering

Agenda Date 7/16/2019

Number Resolution R-19-4401

Title

Approval of a construction contract with Nu-Way Construction, LLC, for the City Hall Terra Cotta Way Road Widening Project, in an amount not to exceed \$60,142.50, and authorizing the City Manager to execute the contract

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

On November 20, 2018, staff presented to City Council several options to reconfigure traffic around City Hall due to the drive lane connecting Main Street to Veranda Lane being permanently removed with the construction of Colleyville Plaza. Council's recommendation was to expand Terra Cotta Way to accommodate two-way traffic.

The purpose of this project is to reconfigure Terra Cotta Way from a one-way, 10 foot wide road for north bound traffic only, to an approximately 24 foot wide two-way road. After completion of this project, the one-way sign on Main Street (adjacent to the south of City Hall) will be flipped to direct traffic east bound.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on May 19, May 26, June 2, June 9, and June 16, 2019. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 47 plan holders, of which 4 were engineers, 16 general contractors, 1 manufacturer, 1 owner, 5 other, 5 plan rooms, 10 sub-contractors, and 5 suppliers.

The City received three sealed bids, which were opened and publicly read aloud on July 2, 2019.

Financial Impact

Funding for the project is available in the TIF.
Form 1295 - Acknowledged by City

Recommendation

Approve

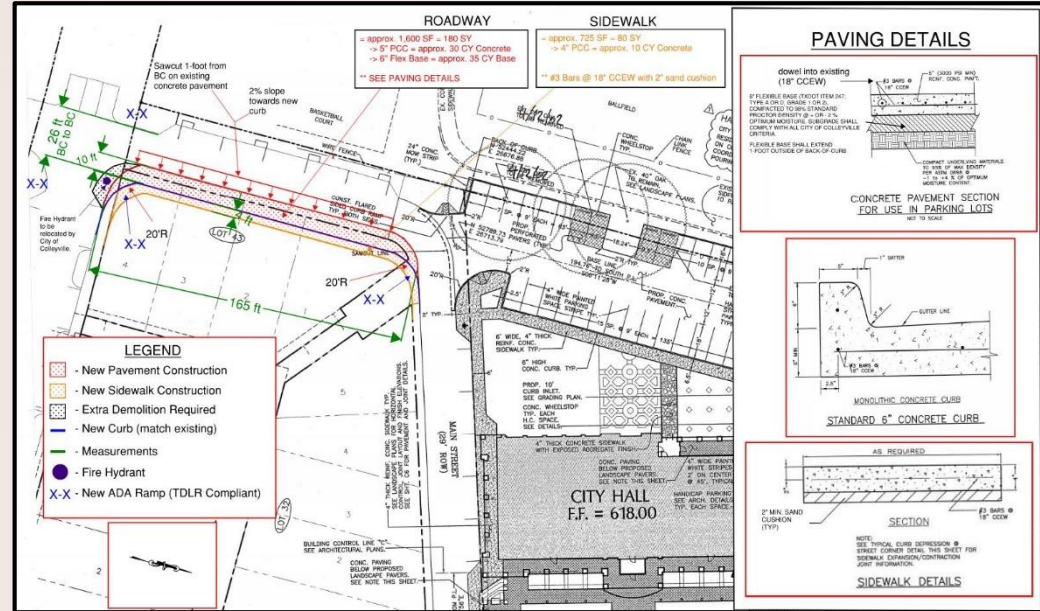
Attachments

1. Terra Cotta Way Road Widening Presentation
2. Bid Tabs
3. City Hall Terra Cotta Way Road Widening Contract
4. Exhibit A
5. Form 1295

4b. City Hall Terra Cotta Way Road Widening Project



- Approval of a construction contract with Nu-Way Construction, LLC, for the City Hall Terra Cotta Way Road Widening Project, in an amount not to exceed \$60,142.50, and authorizing the City Manager to execute the contract



4b. Bid Summary – City Hall Terra Cotta Way Road Widening

Summary of bids received

Contractor	Base Bid
Nu-Way Construction, LLC	\$ 60,142.50
Cam-Crete Contracting, Inc.	\$ 70,300.00
Fort Worth Civil Constructors, LLC	\$ 96,355.00

CITY OF COLLEYVILLE

TERRA COTTA WAY ROAD WIDENING

7/2/2019

BID ITEMS				Nu-Way Construction, LLC		Cam-Crete Contracting, Inc.		Fort Worth Civil Constructors, LLC	
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Bonds	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00
2	Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
3	Removing Concrete (Sidewalk, Curbs, & Ramps)	SY	175	\$ 75.00	\$ 13,125.00	\$ 25.00	\$ 4,375.00	\$ 59.00	\$ 10,325.00
4	Excavting subgrade soils and hauling excess soil	CY	75	\$ 35.00	\$ 2,625.00	\$ 50.00	\$ 3,750.00	\$ 65.00	\$ 4,875.00
5	Six (6) inch Flexible Base (TxDOT Item 247)	CY	35	\$ 40.00	\$ 1,400.00	\$ 85.00	\$ 2,975.00	\$ 187.00	\$ 6,545.00
6	Five (5) inch Portland Cement Concrete	CY	30	\$ 400.00	\$ 12,000.00	\$ 640.00	\$ 19,200.00	\$ 898.00	\$ 26,940.00
7	Standard Concrete Curb	LF	175	\$ 20.00	\$ 3,500.00	\$ 12.00	\$ 2,100.00	\$ 8.00	\$ 1,400.00
8	Install ADA complian curb ramp	EA	4	\$ 2,200.00	\$ 8,800.00	\$ 2,500.00	\$ 10,000.00	\$ 3,670.00	\$ 14,680.00
9	Four (4) inch Concrete Sidewalk	CY	10	\$ 471.25	\$ 4,712.50	\$ 650.00	\$ 6,500.00	\$ 1,557.00	\$ 15,570.00
10	Furnish and Install matching sod & topsoil	SY	60	\$ 8.00	\$ 480.00	\$ 15.00	\$ 900.00	\$ 17.00	\$ 1,020.00
11	Construction Contingency	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	Totals:				\$ 60,142.50		\$ 70,300.00		\$ 96,355.00

CONSTRUCTION SERVICES AGREEMENT

City Hall Terra Cotta Way Road Widening

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Nu-Way Construction, LLC**, a Texas Limited Liability Company, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville City Hall Terra Cotta Way Road Widening (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

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

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

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

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

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

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

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

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

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed SIXTY THOUSAND ONE HUNDRED AND FORTY-TWO AND 50/100 DOLLARS (\$60,142.50) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such

services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is Ninety (90) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 90th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same

as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500 per day.

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

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

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to

complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City.

Section 9. Termination

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

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

Section 10. Insurance

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

- (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and
- (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and
- (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall:

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

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

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification

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

Section 12. Assignment

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

Section 13. Applicable Laws

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

Section 14. Default of CONTRACTOR

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

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

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

Section 15. Adjustments in Services

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

Section 16. Execution Becomes Effective

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

Section 17. Agreement Amendments

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

Section 18. Severability

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

Section 19. Independent Contractor.

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

Section 20. Right-Of-Access.

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

Section 21. Notice.

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

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main Street Colleyville, Texas 76034
With copy to:	Whitt L. Wyatt City Attorney 3710 Rawlins Street Suite 1000 Dallas, Texas 75219
If to CONTRACTOR:	Brandy Woehrle President PO Box 270416 Flower Mound, Texas 75027

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

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

Section 25. Sales and Use Taxes

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

Signature page to follow

EXECUTED on July 16, 2019

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney
Staff:NF:Date:July 10, 2019:v4.2019

EXECUTED on this the ____ day of _____, 20 ____.

CONTRACTOR
Nu-Way Construction, LLC

By: _____
Brandy Woehrle
President



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-514037

Date Filed:
07/09/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nu-Way Construction, LLC
Flower Mound, TX United States

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

City of Colleyville, Texas

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

ENG-2019-005
Concrete Curb

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Woehrle, Brandy	Corinth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Brandy Woehrle, and my date of birth is May 15, 1984.

My address is 1602 Eagle Ridge Dr. Corinth TX 76210 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 9 day of July, 2019.
(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.**

Nu-Way Construction, LLC
Flower Mound, TX United States

Certificate Number:
2019-514037

Date Filed:
07/09/2019

Date Acknowledged:
07/09/2019

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

City of Colleyville, Texas

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

ENG-2019-005
Concrete Curb

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Woehrle, Brandy	Corinth, 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)



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c
Type Resolution
Department Engineering

Agenda Date 7/16/2019

Number Resolution R-19-4401

Title

Approval of a construction contract with Scott Beck Construction, Inc., for the City Hall Entry Doors Renovation Project, in an amount not to exceed \$100,675, and authorizing the City Manager to execute the contract

Strategic Plan

- 1.4 Communicate thoroughly and strategically
- 5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

The City Hall front and back entry doors were built to be ADA compliant at the time of construction and are grandfathered. However, with construction of Colleyville Plaza, staff was directed to bring the doors up to current ADA standards, ensuring easy accessibility to all individuals.

Scott Beck Construction, Inc., the low-bidder, had a discrepancy with the base bid submittal. The discrepancy came from not providing overhead and profit on the individual bid line items. However, the profit and overhead was included in the total base bid of \$101,525.00. Staff met with Scott Beck Construction and negotiated the contract amount to 20% of the summation of the individual bid items, (\$79,145 x 20%); which revised the base bid to \$94,974.00. Staff is seeking approval of a not to exceed amount for this project of \$100,675, which is a 6% contingency of the revised base bid, as this project is being constructed in conjunction with the Colleyville Plaza elements.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on May 26, June 2, June 9, June 16, and June 23, 2019. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 27 plan holders, of which two were architects, one engineer, 11 general contractors, one not specified, four other, seven plan rooms, and one supplier.

The City received two sealed bids, which were opened and publicly read aloud on July 9, 2019.

Financial Impact

Funding for the project is available in the TIF.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. City Hall Entry Doors Presentation
2. Bid Tabs
3. Scott Beck Construction contract
4. Form 1295

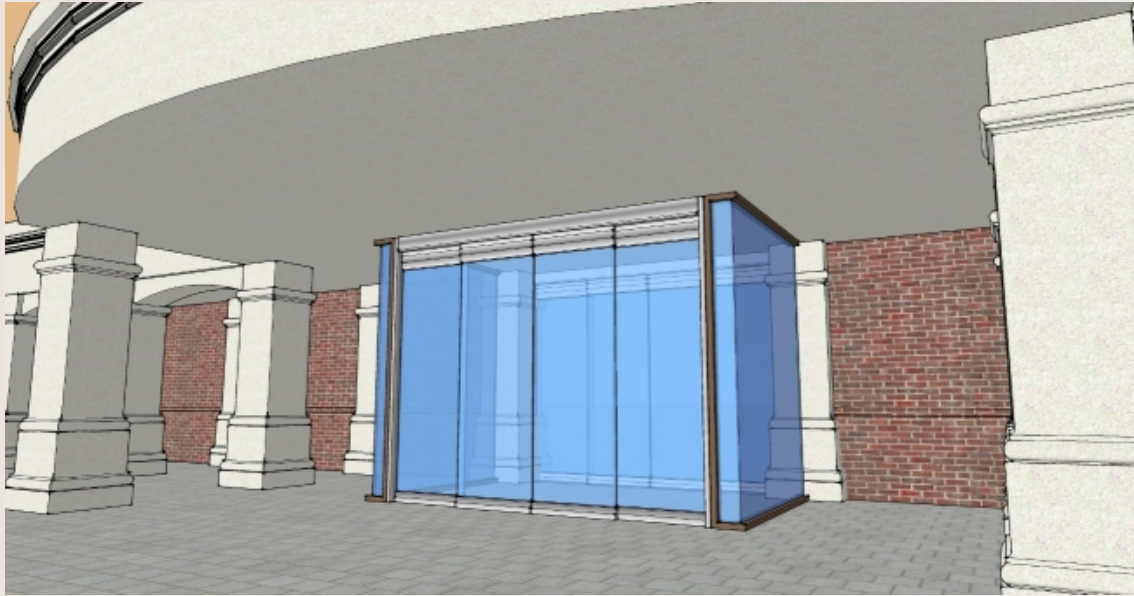
4c. City Hall Entry Doors Renovation Project



- Approval of a construction contract with Scott Beck Construction, Inc, for the City Hall Entry Doors Renovation Project, in an amount not to exceed \$100,675.00, and authorizing the City Manager to execute the contract



4c. City Hall Entry Doors Renovation Project



Artist Rendering Outside View

4c. City Hall Entry Doors Renovation Project

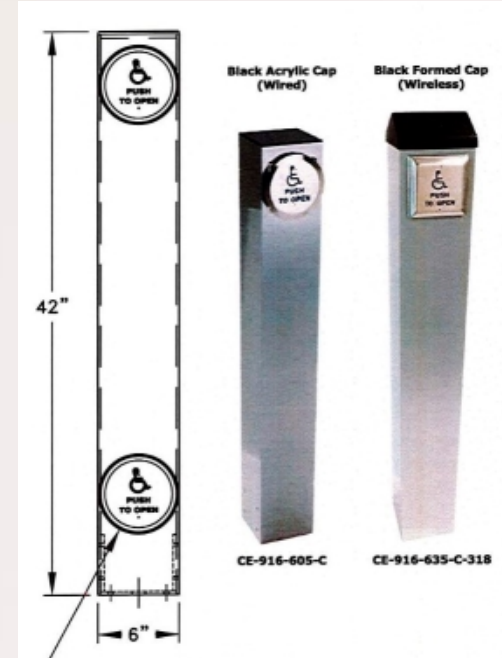
Back Door Equipment



Operator



Push Button



Bollard

4C. Bid Summary – City Hall Entry Doors Renovation Project

Summary of bids received

Contractor	Base Bid
Scott Beck Construction, Inc.	\$ 94,974.00
K Tillman Construction, LLC	\$ 130,444.00

CITY OF COLLEYVILLE

CITY HALL ENTRY DOORS RENOVATION

7/9/2019

BID ITEMS					Scott Beck Construction, Inc.			K Tillman Construction LLC	
NO.	DESCRIPTION	UNIT	QUANTITY		UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE
1	Mobilization and Bonds	LS	1		\$ 4,500.00	\$ 4,500.00		\$ 8,511.00	\$ 8,511.00
2	Demolition, removal, disposal of waste materials, and the salvaging and cleaning of vestibule floor tile	LS	1		\$ 2,600.00	\$ 2,600.00		\$ 6,700.00	\$ 6,700.00
3	Installation of new storefront glazing/frame and automatic doors at front vestibule - installation of operators, bollars, activation plates, hardware and glass transom at rear vestibule - and replacing door levers and hardware trim of lobby doors	LS	1		\$ 46,000.00	\$ 46,000.00		\$ 67,176.00	\$ 67,176.00
4	Provide electrical power from panels to automatic doors and operators through concealed spaces	LS	1		\$ 3,600.00	\$ 3,600.00		\$ 7,500.00	\$ 7,500.00
5	Trim carpentry at rear vestibule door (102) and windor, and reinstalling trim as needed at front vestibule door	LS	1		\$ 1,400.00	\$ 1,400.00		\$ 1,150.00	\$ 1,150.00
6	Repaint ceilings in front and rear vestibule, paint access panels, repair and restrain door 102 and adjacent window frames	LS	1		\$ 2,600.00	\$ 2,600.00		\$ 8,207.00	\$ 8,207.00
7	Install flooring in vestibules	LS	1		\$ 3,200.00	\$ 3,200.00		\$ 9,300.00	\$ 9,300.00
8	Fabricate and install lobby handrails	LS	1		\$ 9,100.00	\$ 9,100.00		\$ 13,200.00	\$ 13,200.00
9	Drywall patch and repair as needed resulting from electrical conduit penetrations	LS	1		\$ 1,145.00	\$ 1,145.00		\$ 3,700.00	\$ 3,700.00
10	Construction Contingency	LS	1		\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00
	Totals:					\$ 79,145.00		\$ 130,444.00	

Bid Amount on Bid Submittal = \$ 101,525.00 \$ 130,444.00

20% of Sumation of Individual Bid Items = \$ 94,974.00

CONSTRUCTION SERVICES AGREEMENT

City Hall Entry Doors Renovation Project

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Scott Beck Construction, Inc.**, a Texas Corporation, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville City Hall Entry Doors Renovation Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S Specifications and Contract Documents for the Project contained in the City's Invitation for Bid # ENG-2019-007 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

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

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

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

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

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

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

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed NINETY-FOUR THOUSAND NINE HUNDRED AND SEVENTY-FOUR AND NO/100 DOLLARS (\$94,974) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents,

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

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is Sixty (60) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 60th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

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

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

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500 per day.

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

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

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the

cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City.

Section 9. Termination

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

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

Section 10. Insurance

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

- (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and
- (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

- (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall:

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

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

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification.

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

Section 12. Assignment

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

Section 13. Applicable Laws

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

Section 14. Default of CONTRACTOR

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

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

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

Section 15. Adjustments in Services

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

Section 16. Execution Becomes Effective

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

Section 17. Agreement Amendments

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

Section 18. Severability

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

Section 19. Independent Contractor.

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

Section 20. Right-Of-Access.

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

Section 21. Notice.

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

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main Street Colleyville, Texas 76034
-------------	---

With copy to:	Whitt L. Wyatt, City Attorney 3710 Rawlins Street Suite 1000 Dallas, Texas 75219
---------------	---

If to CONTRACTOR:	Scott Beck Construction, Inc. Attn: Mike Nance Project Manager 4028 Rufe Snow Drive North Richland Hills, Texas 76180
-------------------	---

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

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

Section 25. Sales and Use Taxes

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

Signature page to follow

EXECUTED on July 16, 2019

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney
Staff:NF:Date:July 11, 2019:v4.2019

EXECUTED on this the ____ day of _____, 20 ____.

CONTRACTOR
Scott Beck Construction, Inc.

By: _____
Mike Nance
Project Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-515532

Date Filed:
07/11/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Scott Beck Construction
N. Richland Hills, TX United States

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

City of Colleyville

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

ENG-2019-007
General Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



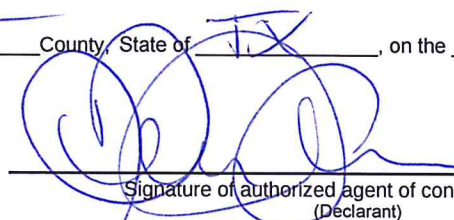
6 UNSWORN DECLARATION

My name is Thema Carter, and my date of birth is 2/13/77.

My address is 316 Ralph St (street), W Settlement TX (city), 76108 (state), USA (zip code) (country).

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

Executed in Tarrant County, State of TX, on the 11 day of July, 2019.
(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.**

Scott Beck Construction
N. Richland Hills, TX United States

Certificate Number:
2019-515532

Date Filed:
07/11/2019

Date Acknowledged:
07/11/2019

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.

ENG-2019-007
General Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d
Type Resolution
Department Engineering

Agenda Date 7/16/2019

Number Resolution R-19-4401

Title

Denial of a bid submittal with Intermountain Slurry Seal, Inc, for the 2019 Micro-Surface Project, and authorizing staff to re-bid the project for Fiscal Year 2020

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

The City received one (1) sealed bid, which was opened and publicly read aloud on July 3, 2019 for the 2019 Micro-Surface Project.

The sole bid submittal includes the following statement, "This bid includes the stipulation that Intermountain will try to work this project into our existing 2019 season construction schedule. However, if we can't fit it in our 2019 schedule, it will be addressed in our 2020 Paving Schedule (April 1, 2020 to September 30, 2020)." Staff recommends denial of this bid submittal and seeks authorization to re-bid this project in a December 2019 to January 2020 timeframe, which should provide additional bidders, competitive pricing, and proper scheduling.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on May 19, May 26, June 2, June 9, and June 16, 2019. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 32 plan holders, of which 2 were engineers, 6 general contractors, 3 manufacturer, 3 other, 4 plan rooms, 9 sub-contractors, and 5 suppliers.

Financial Impact

Staff believes re-bidding this project will significantly increase options.

Recommendation

Denial

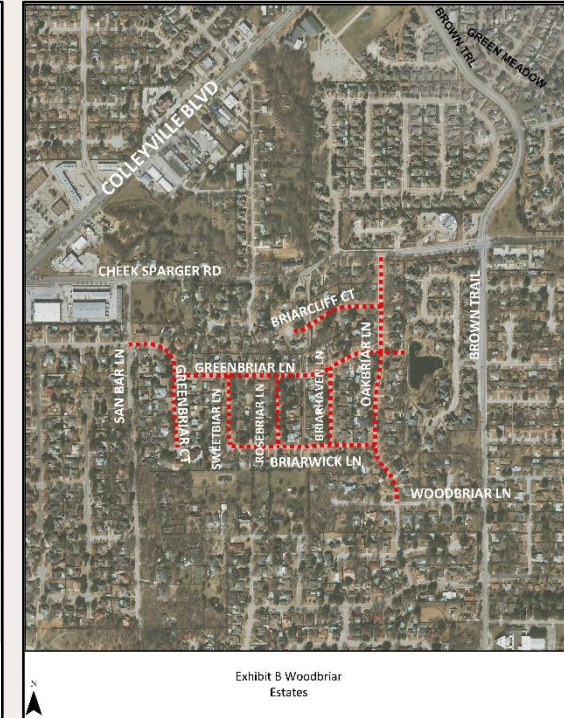
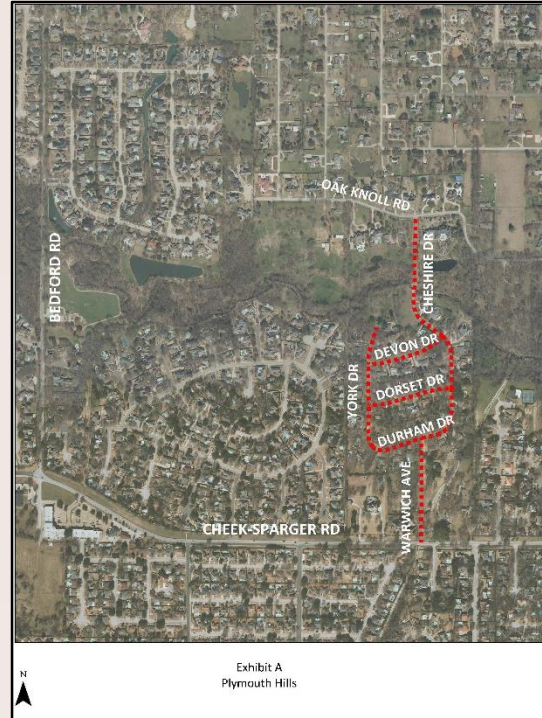
Attachments

1. 2019 Micro-Surface Presentation
2. Micro-Surface - Bid Tabs

4d. 2019 Micro-Surface Project



- Denial of a bid submittal with Intermountain Slurry Seal, Inc, for the 2019 Micro-Surface Project, and authorizing staff to re-bid the project for fiscal year 2020.



4d. Bid Summary – 2019 Micro-Surface Project

Summary of bids received

Contractor	Base Bid
Intermountain Slurry Seal, Inc.	\$ 207,712.00

- The sole bid submittal includes the following statement, “This bid includes stipulation that Intermountain will try to work this project into our existing 2019 season construction schedule. However, if we can’t fit in our 2019 schedule, it will be addressed in our 2020 Paving Schedule (April 1, 2020 to September 30, 2020).”

CITY OF COLLEYVILLE
2019 MICRO-SURFACE PROJECT
7/16/2019

BID ITEMS					Intermountain Slurry Seal, Inc.	
NO.	DESCRIPTION	UNIT	QUANTITY		UNIT PRICE	TOTAL PRICE
1	Mobilization and Bonds	LS	1		\$ 10,000.00	\$ 10,000.00
2	Traffic Control	LS	1		\$ 3,000.00	\$ 3,000.00
3	Micro-Surfacing, including removing raised pavement markers, all thermoplastic striping, furnishing, hauling, preparing, and placing materials; and equipment, labor, tools, and incidentals	SY	45,600		\$ 4.27	\$ 194,712.00
	Totals:					\$ 207,712.00

Bid Total Submitted \$ 207,712.00



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5

Agenda Date 7/16/2019

Type Report

Department Finance

Title

Monthly Financial Report - June 30, 2019

Explanation

General Fund

As of June 30, 2019, the general fund earned \$22,058,575 out of the \$24,110,961 budgeted revenues and incurred \$16,832,394 out of the \$24,044,488 budgeted expenditures.

Ad Valorem tax revenue

Historically, about 96% of the budgeted Ad Valorem tax revenue is collected by February.

As of June 30, 2019, the City collected \$14,637,733 or 102.2% of the budgeted revenue of \$14,322,575.

Franchise Fee revenues

The majority of franchise fee revenue is received on a quarterly or annual basis starting in January.

As of June 30, 2019, the City collected \$2,077,529 or 98.69% of the budgeted Franchise fee revenue of \$2,105,000. The franchise fee activity is 6.35% above the same month last year.

Sales tax revenue

In accordance with Generally Accepted Accounting Standards, revenues should be recorded in the period in which they were earned.

As of June 30, 2019, the City received \$2,219,834 in general fund sales tax revenue out of the budgeted \$3,903,292, a .26% increase from the prior year. That revenue was earned October through April.

The City's sales tax receipts for July 2019 are down 5.36% from the same period last year, and have a decrease of 0.43% year-to-date.

Utility Fund

As of June 30, 2019, the Utility fund earned \$8,933,565 in revenues and incurred \$8,396,526 in expenditures. The base rate revenues are in line with budget.

	FY19 Budget	YTD Revenues
Water - Base Rate	\$1,692,467	\$1,334,669
Water – Volumetric Rate	9,794,756	3,955,628
Wastewater - Base Rate	1,281,578	944,330
Wastewater - Volumetric Rate	3,299,803	2,392,151

Debt Service Fund

As of June 30, 2019, the Debt Service Fund paid the annual fire engines lease payment and ambulance lease payment. February debt payments reflect the payment of this year's portion of the principal and the first interest payment. The second interest payment is due in August.

Most of the Ad Valorem tax collections take place between December and February. Year to date, \$827,457 has been collected.

Drainage Fee Fund

As of June 30, 2019, the Drainage Fee Fund spent \$556,346 out of its \$771,136 expense budget, and earned \$776,301 in revenues, which is 79.83% of the budgeted revenue of \$972,448.

Attachments

1. Monthly Financial Report - June 2019
2. Sales Tax Report
3. June 2019 - Monthly Financial Report Presentation

City of Colleyville
General Fund Monthly Financial Report
As of 06/30/2019 - End of 75% of the Fiscal Year

GENERAL FUND		ACTIVITY	
	FY 2019	FY 2019 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2019	USED
Revenues	24,110,961	22,058,575	91.49%
Expenditures	24,044,488	16,832,394	70.01%
Revenues over expenditures	\$66,473	5,226,181	

GENERAL FUND		RECEIVED		RECEIVED	
	FY 2019	FY 2019 YTD	PERCENT	FY 2018 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS OF	CHANGE OVER
		6/30/2019	RECEIVED	6/30/2018	PRIOR YEAR
Current Taxes	14,242,575	14,563,901	102.26%	14,404,061	1.11%
Delinquent Taxes	25,000	20,095	80.38%	65,609	-69.37%
Penalty & Interest	55,000	53,736	97.70%	59,932	-10.34%
TOTAL AD VALOREM TAXES	14,322,575	14,637,733	102.20%	14,529,602	0.74%
Oncor Electric	890,000	927,038	104.16%	890,388	4.12%
Tri-County Electric	105,000	114,793	109.33%	105,858	8.44%
Atmos Gas	350,000	480,576	137.31%	401,952	19.56%
AT&T	60,000	37,377	62.29%	42,271	-11.58%
Verizon/Others	65,000	55,083	84.74%	54,973	0.20%
Refuse/Recycling	160,000	131,087	81.93%	116,918	12.12%
Cable TV	475,000	331,575	69.81%	341,181	-2.82%
TOTAL FRANCHISE TAXES	2,105,000	2,077,529	98.69%	1,953,541	6.35%
1 Cent Sales Tax	3,903,292	2,219,834	56.87%	2,214,148	0.26%
Mixed Beverage Tax	105,000	49,131	46.79%	58,339	-15.78%
TOTAL SALES TAXES	4,008,292	2,268,965	56.61%	2,272,487	-0.16%
Building	625,000	545,721	87.32%	621,612	-12.21%
Plumbing	57,600	44,912	77.97%	48,648	-7.68%
Mechanical	48,000	33,660	70.12%	37,034	-9.11%
Electrical Permits	57,600	44,882	77.92%	53,376	-15.91%
City License	46,000	36,500	79.35%	37,300	-2.14%
Building Plan Review Fee	88,000	98,304	111.71%	77,397	27.01%
New Business	7,200	5,000	69.44%	5,200	-3.85%
Sign Permit	8,000	6,000	75.00%	5,925	1.27%
Fence Permit	15,000	10,975	73.17%	11,626	-5.60%
Fire Permits	8,000	14,020	175.25%	6,420	118.38%
Irrigation Permit	15,000	8,400	56.00%	11,187	-24.91%
TOTAL LICENSES & PERMITS	975,400	848,375	86.98%	915,725	-7.35%

GENERAL FUND - CONTINUED		RECEIVED FY 2019 YTD AS OF 6/30/2019	PERCENT OF BUDGET RECEIVED	RECEIVED FY 2018 YTD AS OF 6/30/2018	PERCENT CHANGE OVER PRIOR YEAR
REVENUE SOURCE	FY 2019 BUDGET				
Court Fines	750,000	432,731	57.70%	478,154	-9.50%
Alarm Fees	55,000	39,723	72.22%	40,518	-1.96%
Library Fines	17,604	14,274	81.08%	14,605	-2.27%
TOTAL FINES	822,604	486,728	59.17%	533,277	-8.73%
Plat Fee/Site Plan/Landscaping Plan Fee	10,500	5,870	55.90%	9,398	-37.54%
Re-zoning	11,000	3,200	29.09%	11,807	-72.90%
Board of Adjustment	2,000	675	33.75%	1,475	-54.24%
Sale of Material	100	-	0.00%	268	-100.00%
Weed Mowing	6,000	6,972	116.20%	2,920	138.76%
Ambulance	345,000	263,379	76.34%	264,367	-0.37%
Recreation Program	195,000	181,460	93.06%	202,515	-10.40%
Credit Card Fee Revenue	16,000	13,258	82.86%	10,900	21.63%
Engineering & Inspection	15,000	4,844	32.29%	4,826	0.37%
Material Testing	8,000	2,274	28.42%	2,823	-19.46%
Lot Drainage Insp Fee	17,000	12,375	72.79%	15,875	-22.05%
Field Use Charge	21,500	22,850	106.28%	21,930	4.20%
Library Building Rental	-	240	0.00%	-	0.00%
Colleyville Center Rental	230,000	133,275	57.95%	142,901	-6.74%
Non-Resident Fee Parks	40,000	47,360	118.40%	43,355	9.24%
Transfer from Utility Fund	226,117	226,117	100.00%	196,920	14.83%
Transfer from TIF	159,390	159,390	100.00%	210,377	-24.24%
TOTAL CHARGES FOR SERVICE	1,302,607	1,083,538	83.18%	1,142,657	-5.17%
Keller Court	260,538	159,515	61.23%	130,269	22.45%
SRO Officer Reimb	103,945	103,945	100.00%	98,996	5.00%
TOTAL INTERGOVERNMENTAL	364,483	263,460	72.28%	229,265	14.92%
Sale of Surplus Property	5,000	14,116	282.32%	34,396	-58.96%
Interest Income	55,000	208,269	378.67%	50,249	314.47%
Miscellaneous	60,000	87,337	145.56%	50,525	72.86%
Antenna Lease	90,000	82,526	91.70%	84,251	-2.05%
Grant Proceeds	-	-	0.00%	41,850	-100.00%
TOTAL MISCELLANEOUS	210,000	392,248	186.78%	261,271	50.13%
TOTAL GENERAL FUND REVENUES	24,110,961	22,058,575	91.49%	21,837,826	1.01%

	FY 2019 BUDGET	THROUGH 6/30/2019	THROUGH 6/30/2018	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
RESIDENTIAL BLDG PERMITS	115	95	131	(36)	-27.48%
COMMERCIAL BLDG PERMITS	7	3	0	3	100.00%

GENERAL FUND EXPENDITURES						
	FY 2019 BUDGET	EXPENDED THROUGH 6/30/2019	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING	EXPENDED FY 2018 YTD AS OF 6/30/2018
Personnel services	15,336,809	10,476,164	68.31%	75.00%	4,860,645	10,466,871
Contractual Services	5,379,345	3,413,091	63.45%	75.00%	1,966,254	3,373,581
Supplies	1,299,628	928,433	71.44%	75.00%	371,195	420,151
Capital Outlay	14,000	-	0.00%	75.00%	14,000	7,516
Transfer to other fund	2,014,706	2,014,706	100.00%	75.00%	-	2,014,706
TOTAL EXPENDITURES	24,044,488	16,832,394	70.01%	75.00%	7,212,094	16,282,825

City of Colleyville
Utility Fund Monthly Financial Report
As of 06/30/2019 - End of 75% of the Fiscal Year

UTILITY FUND		ACTIVITY	
	FY 2019	FY 2019 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2019	USED
Revenues	16,405,604	8,933,565	54.45%
Expenditures	16,405,604	8,396,526	51.18%
Revenues over expenditures	-	537,039	

UTILITY FUND		RECEIVED	PERCENT	RECEIVED	EXPENDED
	FY 2019	AS OF	OF BUDGET	AS OF	CHANGE OVER
REVENUE SOURCE	BUDGET	6/30/2019	RECEIVED	6/30/2018	PRIOR YEAR
Water - Base Rate	1,692,467	1,334,669	78.86%	1,344,729	-0.75%
Sewer - Base Rate	1,281,578	944,330	73.68%	965,501	-2.19%
Water - Volumetric Rate	9,794,756	3,955,628	40.39%	5,897,063	-32.92%
Sewer - Volumetric Rate	3,299,803	2,392,151	72.49%	2,226,336	7.45%
Sewer Installation	15,000	8,900	59.33%	12,400	-28.23%
Water Installation	42,000	28,210	67.17%	35,330	-20.15%
Engineering & Development Charges	5,000	6,524	130.47%	11,542	-43.48%
Penalties	200,000	122,502	61.25%	157,043	-21.99%
Sale of Material	-	1,439	0.00%	7,008	-79.47%
Miscellaneous	15,000	11,440	76.27%	17,281	-33.80%
TOTAL OPERATING INCOME	16,345,604	8,805,792	53.87%	10,674,232	-17.50%
Sale of Surplus Property	-	-	0.00%	8,418	-100.00%
Interest Income	60,000	127,773	212.95%	63,971	99.74%
TOTAL NON-OPERATING INCOME	60,000	127,773	212.95%	72,389	76.51%
TOTAL INCOME	16,405,604	8,933,565	54.45%	10,746,621	-16.87%

	THROUGH	THROUGH	TOTAL	PERCENT
	6/30/2019	6/30/2018	INCREASE	INCREASE
			(DECREASE)	(DECREASE)
GALLONS OF WATER SOLD	1,002,982,300	1,500,670,900	(497,688,600)	-33.16%
NUMBER OF WATER CUSTOMERS	10,663	10,126	537	5.30%

UTILITY FUND EXPENSES		EXPENDED	PERCENT	PERCENT OF	BUDGET	EXPENDED
	FY 2019	THROUGH	OF BUDGET	FISCAL YEAR	REMAINING	FY 2018 YTD
	BUDGET	6/30/2019	EXPENDED	COMPLETE		AS OF
						6/30/2018
Personnel Services	2,041,194	1,316,588	64.50%	75.00%	724,606	1,341,333
Contractual services	13,667,521	6,585,576	48.18%	75.00%	7,081,945	6,196,171
Supplies	245,386	122,716	50.01%	75.00%	122,670	110,376
Debt Service	-	-	0.00%	75.00%	-	156,913
Capital Outlay	100,000	20,142	20.14%	75.00%	79,858	11,147
Transfers to other funds	351,503	351,503	100.00%	75.00%	-	322,306
TOTAL EXPENSES	16,405,604	8,396,526	51.18%	75.00%	8,009,078	8,138,246

City of Colleyville
Debt Service Fund Monthly Financial Report
As of 06/30/2019 - End of 75% of the Fiscal Year

DEBT SERVICE FUND		ACTIVITY	
	FY 2019	FY 2019 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2019	USED
Revenues	1,859,940	1,990,282	107.01%
Expenditures	1,859,940	1,805,526	97.07%
Revenues over expenditures	-	184,755	

DEBT SERVICE FUND		RECEIVED		RECEIVED	
	FY 2019	FY 2019 YTD	PERCENT	FY 2018 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS OF	CHANGE OVER
		6/30/2019	RECEIVED	6/30/2018	PRIOR YEAR
Current taxes	682,115	816,787	119.74%	812,918	0.48%
Delinquent taxes	5,000	1,137	22.75%	5,052	-77.49%
Penalty & interest	5,000	3,014	60.29%	4,209	-28.38%
Interest Income	5,000	6,518	130.36%	367	1675.96%
TOTAL AD VALOREM TAX & INTEREST	697,115	827,457	118.70%	822,546	0.60%
Transfer from CCCPD	509,100	509,100	100.00%	501,846	1.45%
Transfer from TIF	653,725	653,725	100.00%	654,200	-0.07%
TOTAL TRANSFERS	1,162,825	1,162,825	100.00%	1,156,046	0.59%
TOTAL REVENUE & USE OF FUND BAL	1,859,940	1,990,282	107.01%	1,978,592	0.59%

DEBT SERVICE FUND		EXPENDED		PERCENT OF		EXPENDED
	FY 2019	THROUGH	PERCENT	FISCAL YEAR	BUDGET	FY 2018 YTD
	BUDGET	6/30/2019	OF BUDGET	COMPLETE	REMAINING	AS OF
			EXPENDED			6/30/2018
Bond & Interest Payments	1,644,628	1,590,653	96.72%	75.00%	53,975	1,559,435
Leases (Fire Engine & Ambulance)	215,312	214,873	99.80%	75.00%	439	342,812
TOTAL EXPENSES	1,859,940	1,805,526	97.07%	75.00%	54,414	1,902,247

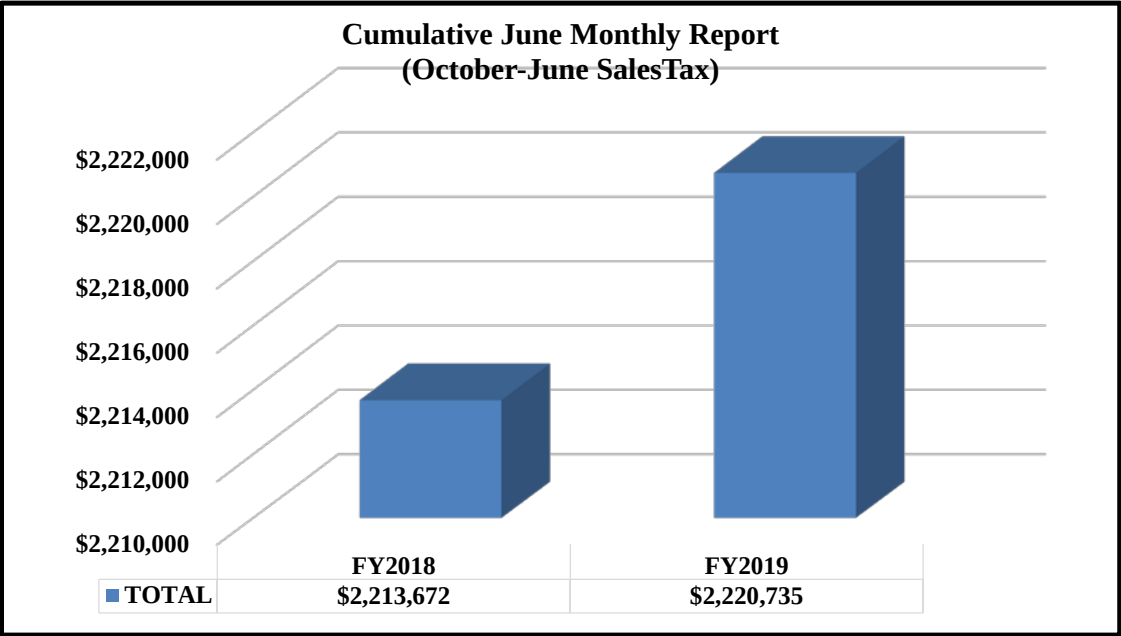
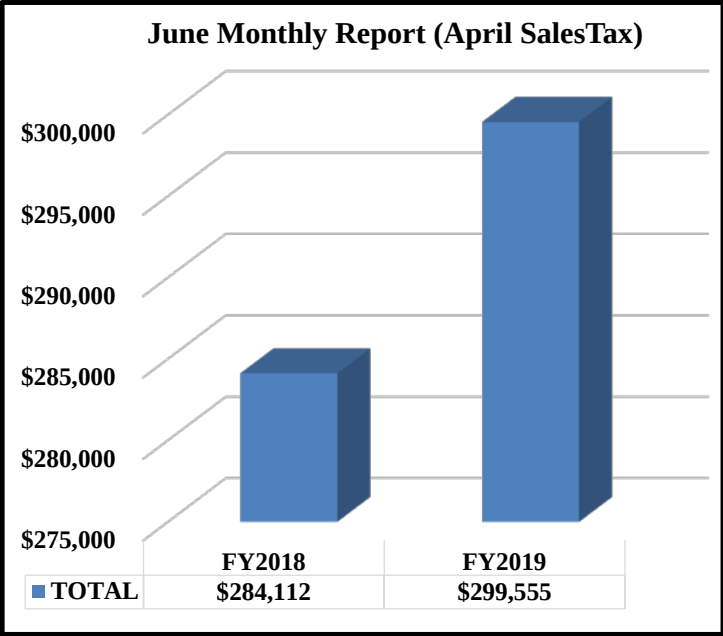
City of Colleyville
Drainage Fee Fund Monthly Financial Report
As of 06/30/2019 - End of 75% of the Fiscal Year

DRAINAGE FEE FUND		ACTIVITY	
	FY 2019	FY 2019 YTD	PERCENT
SUMMARY	BUDGET	AS OF	OF BUDGET
		6/30/2019	USED
Revenues	972,448	776,301	79.83%
Expenditures	771,136	556,346	72.15%
Revenues over expenditures	201,312	219,956	

DRAINAGE FEE FUND		RECEIVED		RECEIVED	
	FY 2019	FY 2019 YTD	PERCENT	FY 2018 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	AS OF	CHANGE OVER
		6/30/2019	RECEIVED	6/30/2018	PRIOR YEAR
Drainage Revenues	956,760	747,592	78.14%	739,269	1.13%
Other revenues (Interest, penalty,...)	15,688	28,709	183.00%	26,963	6.48%
TOTAL REVENUES	972,448	776,301	79.83%	766,232	1.31%

DRAINAGE FEE FUND		EXPENDED		PERCENT OF		EXPENDED
	FY 2019	THROUGH	OF BUDGET	FISCAL YEAR	BUDGET	FY 2018 YTD
	BUDGET	6/30/2019	EXPENDED	COMPLETE	REMAINING	AS OF
						6/30/2018
Personnel Services	462,669	314,631	68.00%	75.00%	148,038	297,457
Contractual Services	134,840	72,836	54.02%	75.00%	62,004	55,655
Supplies	47,957	46,238	96.42%	75.00%	1,719	33,455
Debt Service	125,670	122,641	97.59%	75.00%	3,029	120,771
Transfers to other funds	-	-		75.00%	-	19,032
TOTAL EXPENSES	771,136	556,346	72.15%	75.00%	214,790	526,370

General Fund Sales Tax Revenue



Ten Years General Fund - 1 Cent Sales Tax by Month											
Month Earned	January	February	March	April	May	June	July	August	September	Total for September	GRAND
Month Received	March	April	May	June	July	August	September	October	November		TOTAL
Monthly Report	March	April	May	June	July	August	September	September	September		
FY2018	\$ 245,364	\$ 250,607	\$ 418,961	\$ 284,112	\$ 316,927	\$ 404,660	\$ 287,843	\$ 302,986	\$ 372,176	\$ 963,005	\$ 3,898,264
FY2019	\$ 266,648	\$ 262,167	\$ 382,725	\$ 299,555	\$ 299,940						\$ 2,520,676
\$ Change	\$ 21,284	\$ 11,560	\$ (36,236)	\$ 15,443	\$ (16,987)						
% Change	8.67%	4.61%	-8.65%	5.44%	-5.36%						

Ten Years Cumulative General Fund - 1 Cent Sales Tax									
Month Earned	January	February	March	April	May	June	July	August	September
Month Received	March	April	May	June	July	August	September	October	November
Monthly Report	March	April	May	June	July	August	September	September	September
FY2018	\$ 1,259,991	\$ 1,510,598	\$ 1,929,559	\$ 2,213,672	\$ 2,530,599	\$ 2,935,259	\$ 3,223,102	\$ 3,526,088	\$ 3,898,264
FY2019	\$ 1,275,859	\$ 1,537,770	\$ 1,920,303	\$ 2,220,735	\$ 2,519,773				
\$ Change	\$ 15,868	\$ 27,172	\$ (9,256)	\$ 7,063	\$ (10,825)				
% Change	1.26%	1.80%	-0.48%	0.32%	-0.43%				



Agenda Item - Items not for council action

Monthly Financial Report June 2019

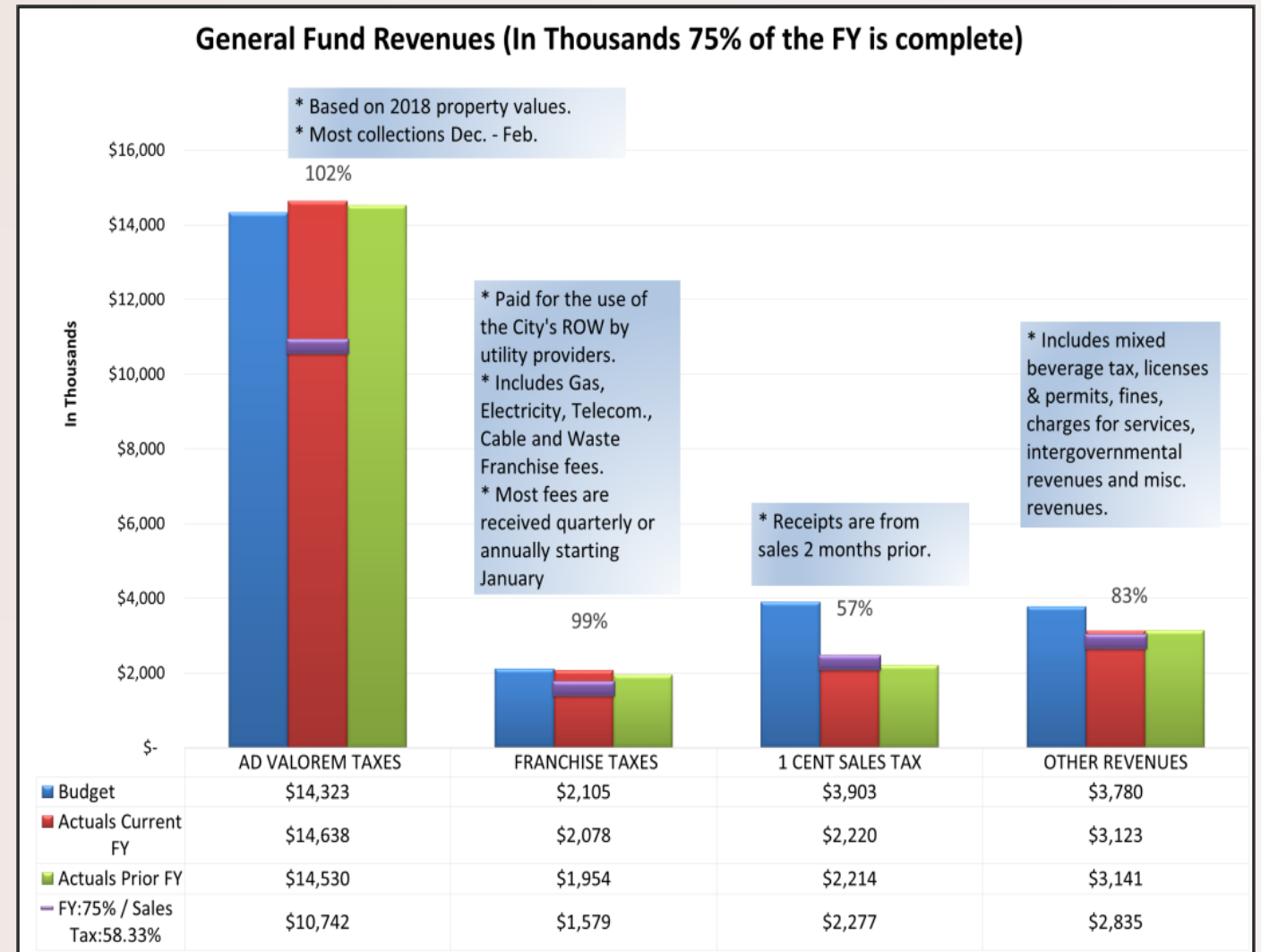
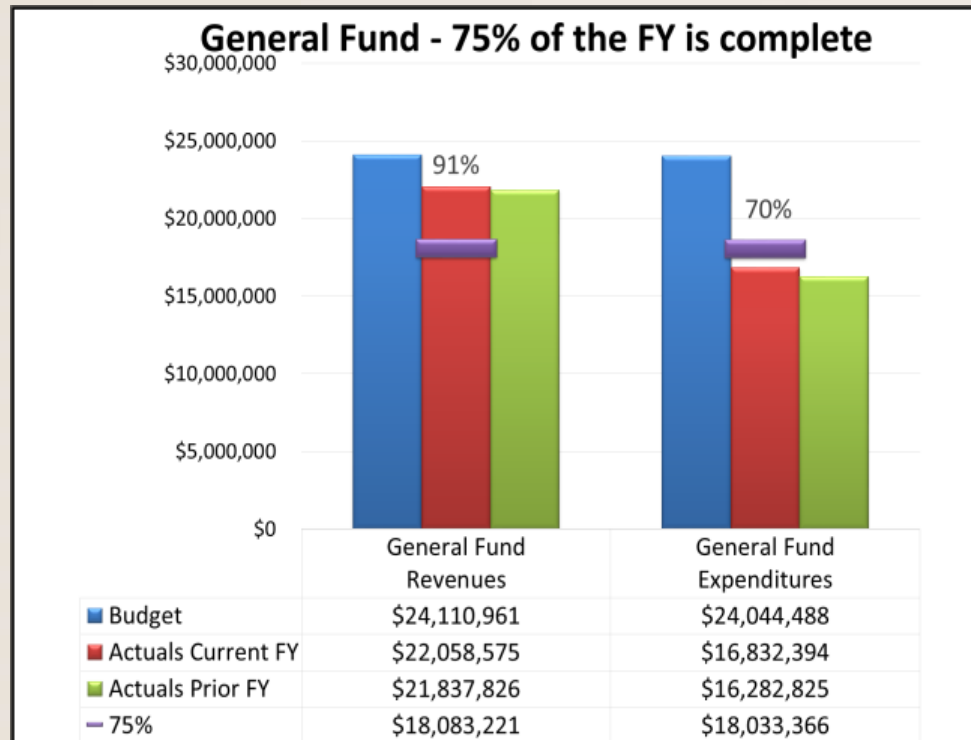
City Council Meeting
July 16, 2019

General Fund



Highlights:

- **Property Taxes:** At 102.26% of the budget. On track with historical trend.
- **1 cent sales tax:** Revenue earned October through May is up 0.30%
- **Franchise Fees:** Major activity starts January through annual and quarterly payments. YTD collections are 5.8% above last year's.



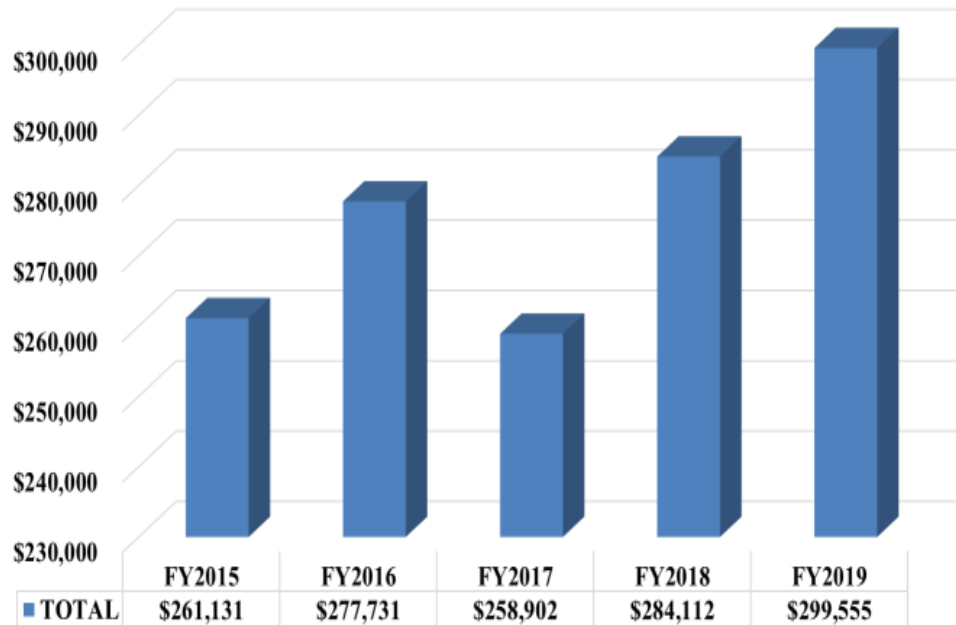
General Fund Sales Tax Revenue



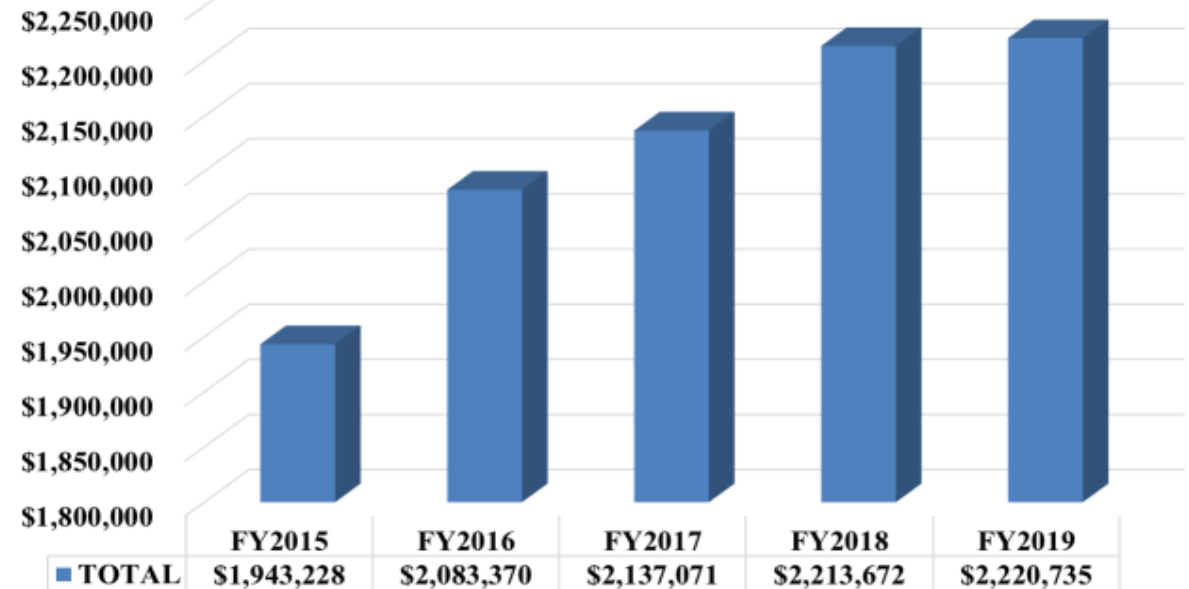
Monthly Sales Tax			
Month Earned	March	April	May
Month Received	May	June	July
Monthly Report	May	June	July
FY2018	\$ 418,961	\$ 284,112	\$ 316,927
FY2019	\$ 382,725	\$ 299,555	\$ 299,940
\$ Change	\$ (36,236)	\$ 15,443	\$ (16,987)
% Change	-8.65%	5.44%	-5.36%

YTD Sales Tax			
Month Earned	March	April	May
Month Received	May	June	July
Monthly Report	May	June	July
FY2018	\$ 1,929,559	\$ 2,213,672	\$ 2,530,599
FY2019	\$ 1,920,303	\$ 2,220,735	\$ 2,519,773
\$ Change	\$ (9,256)	\$ 7,063	\$ (10,825)
% Change	-0.48%	0.32%	-0.43%

June Monthly Report (April SalesTax)



Cumulative June Monthly Report
(October-June SalesTax)



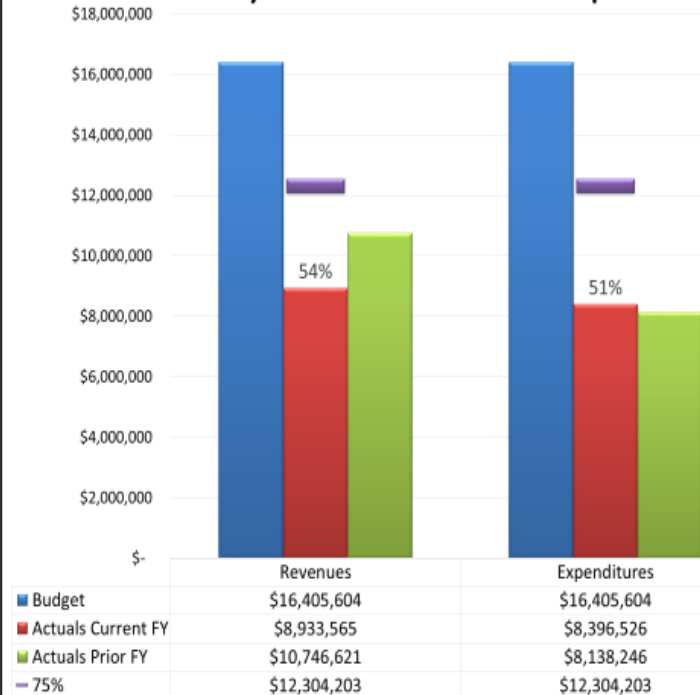
Utility Fund



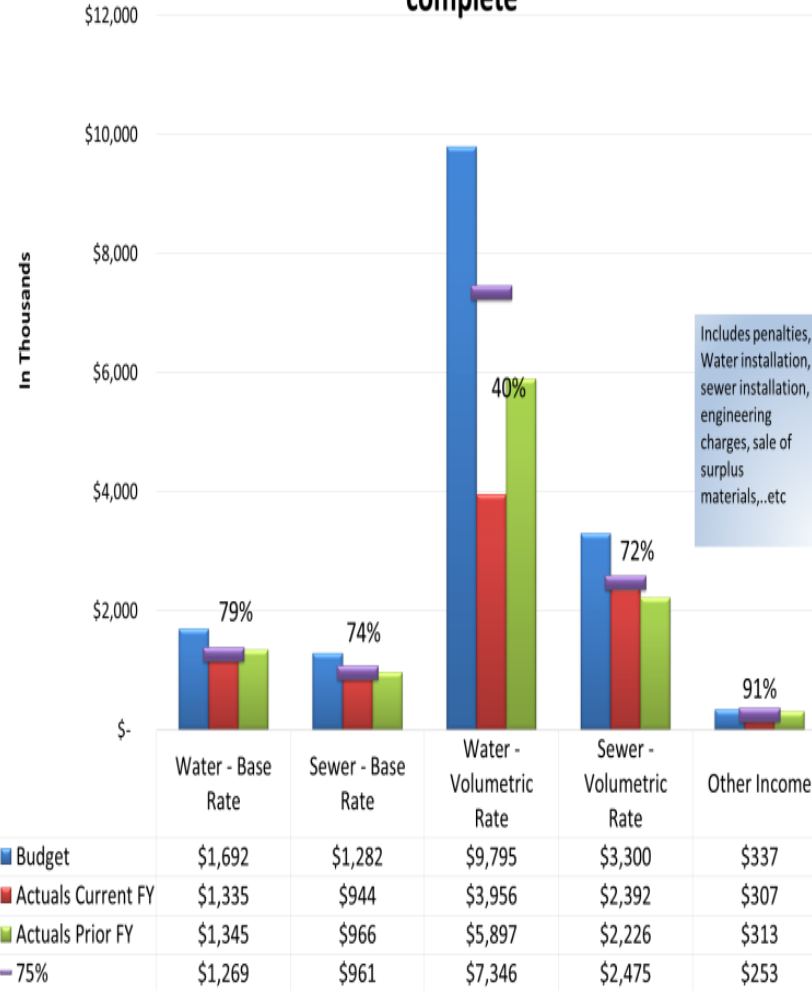
Highlights:

- Base rate: On track with budget
- Water and wastewater volumetric rates are pass through rates
- Residential sewer winter Average: December, January, and February

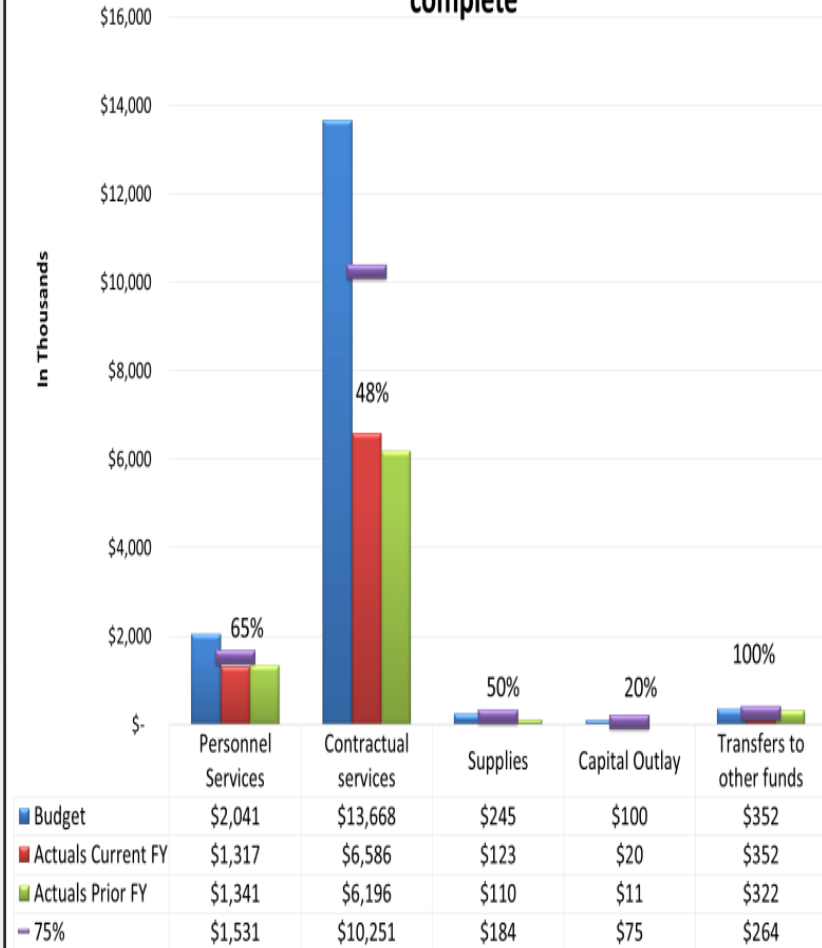
Utility Fund - 75% of the FY is complete



Utility Fund Revenues (In Thousands)- 75% of the FY is complete



Utility Fund Expenses (In Thousands)- 75% of the FY is complete



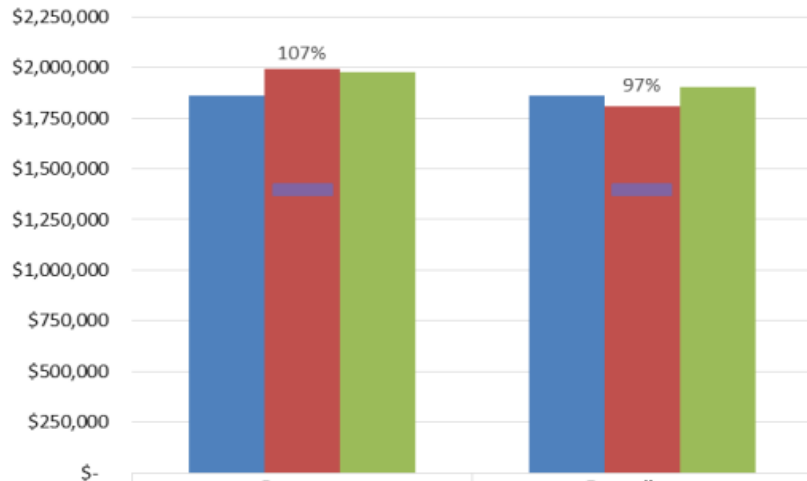
Debt Service Fund



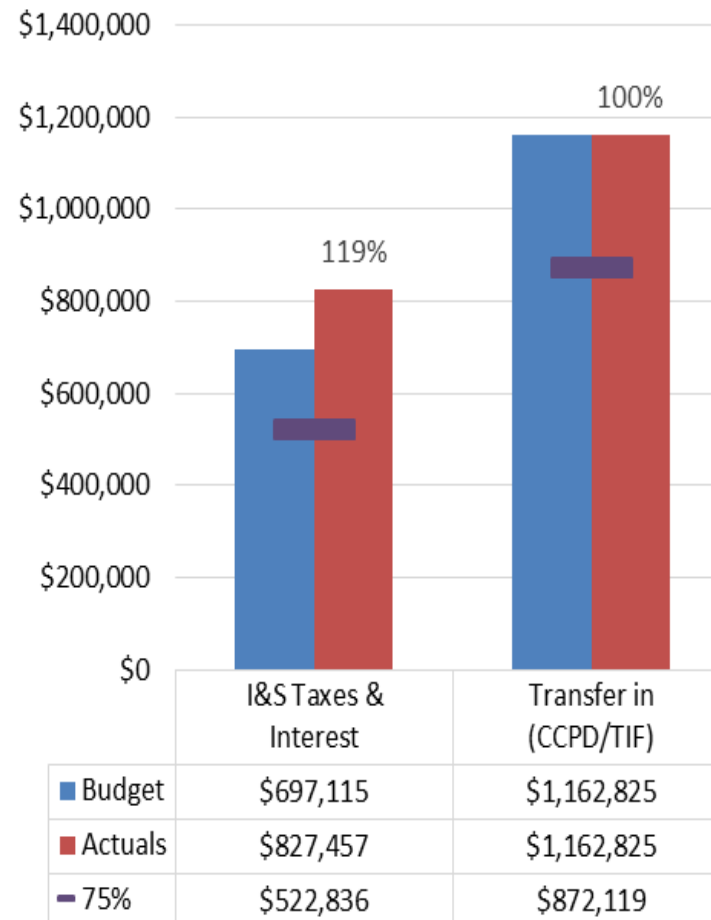
Highlights:

- **Property Taxes:** On track with historical trend.
- **Lease-purchase payments:**
 - Fire engine payments made
 - Ambulance payment made in June
- **Bond payments:**
 - Principal & first interest payment - made
 - Second interest payment – due in August

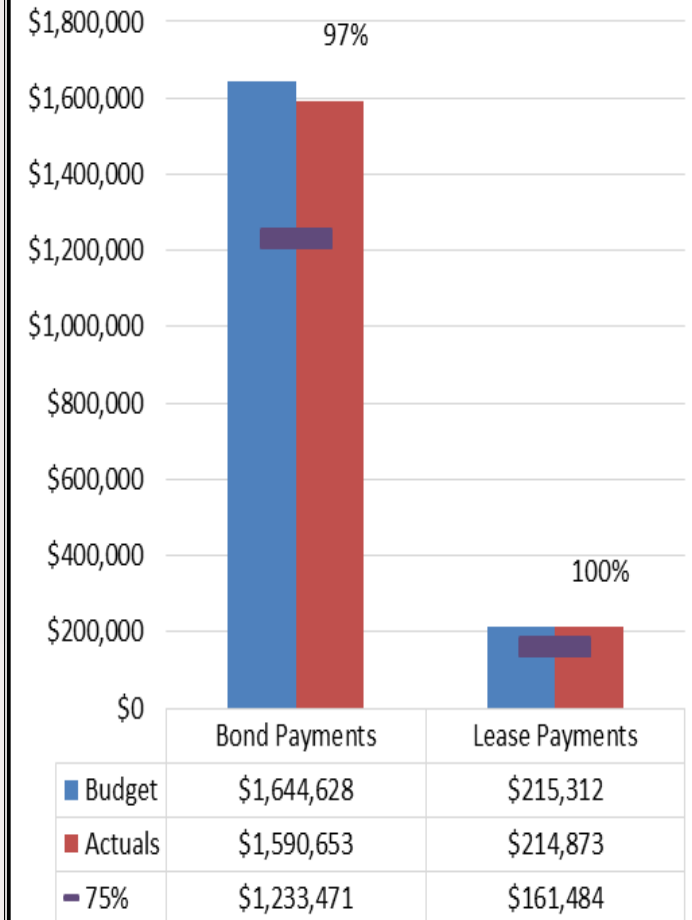
Debt Service Fund- 75% of the FY is complete



**Debt Service Fund Revenues -
75% of the FY is complete**



**Debt Service Fund Expenditures -
75% of the FY is complete**



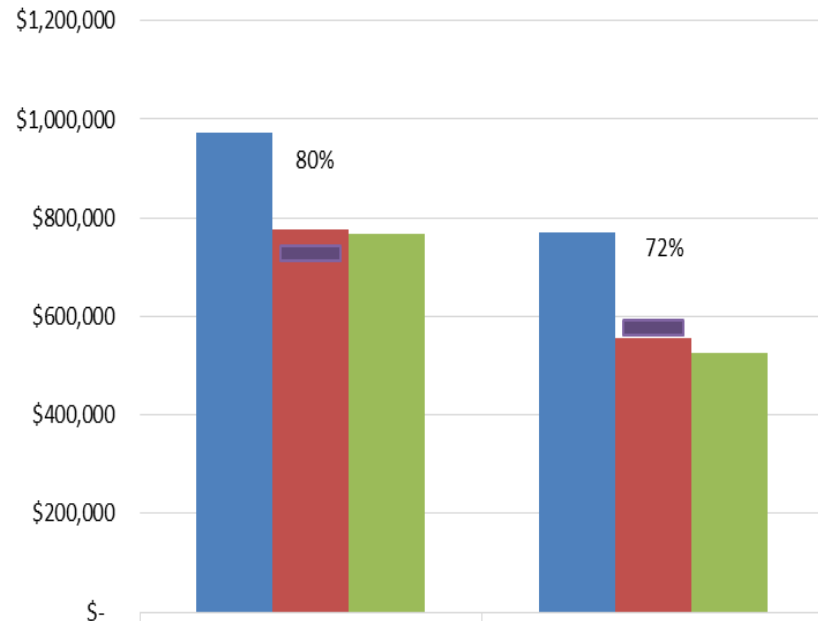
Drainage Fund



Highlights:

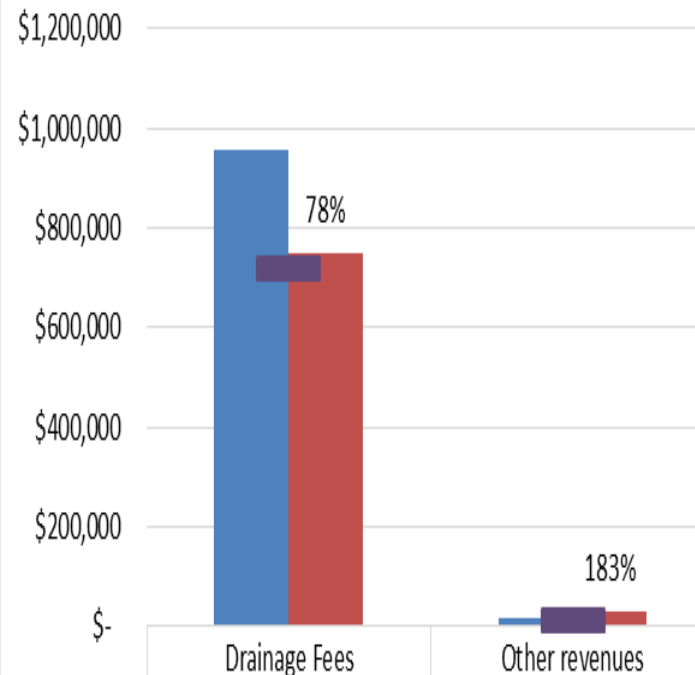
- **Drainage fee revenues:** Up 1.13%. At 78.14% of the budget.
- **Expenditures:** On track with budget

Drainage Fund - 75% of the FY is complete



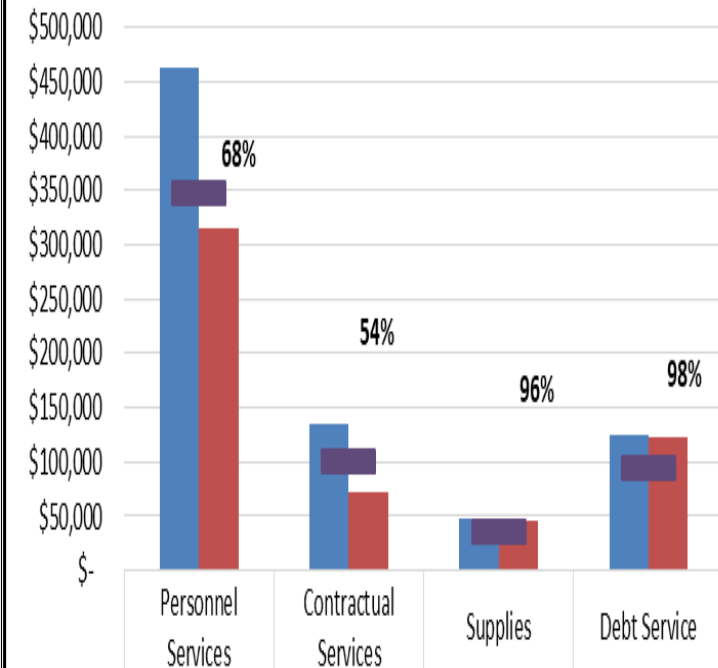
	Revenues	Expenditures
Budget	\$972,448	\$771,136
Actuals Current FY	\$776,301	\$556,346
Actuals Prior FY	\$766,232	\$526,370
75%	\$729,336	\$578,352

Drainage Fund Revenues- 75% of the FY is complete



	Drainage Fees	Other revenues
Budget	\$956,760	\$15,688
Actuals	\$747,592	\$28,709
75%	\$717,570	\$11,766

Drainage Fund Expenses - 75% of the FY is complete



	Personnel Services	Contractual Services	Supplies	Debt Service
Budget	\$462,669	\$134,840	\$47,957	\$125,670
Actuals	\$314,631	\$72,836	\$46,238	\$122,641
75%	\$347,002	\$101,130	\$35,968	\$94,253



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 7/16/2019

Number Ordinance O-19-2086

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from the AG Agricultural zoning district to the RE Single Family Estate Residential zoning district on a portion of Lot 1R-2, Block 1, of the Mockingbird Hill Addition, located at 6260 Pool Road, Case ZC19-006

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading and Public Hearing

The applicant was present at the first reading and indicated the RE zoning would be satisfactory with variances to the side setback requirements. The ordinance has been updated to reflect the RE zoning.

First Reading and Public Hearing

Grayson Ceballos, the applicant, has submitted a request for a zoning change from the AG Agricultural District to the R-40 Single Family Residential district on a portion of Lot 1R-2, Block 1, of the Mockingbird Hill Addition, being approximately 1.676 acres. The purpose is to rezone from the AG district to the R-40 Single Family Residential district to allow for a consistent zoning on a single-family residential lot. There are no new lots proposed.

Existing Conditions/Background: The subject property, 6260 Pool Road, is located on the west side of Pool Road north of the intersection of Highland Meadow Drive and Pool Road. An Amending Plat was approved and filed in April 2019 creating a 2.94 acre lot. The subject property has both AG & R-40 zoning and is currently undeveloped. The lot previously had a house, but it has been removed.

Proposed Zoning:

Request- The applicant requests to rezone the property from AG to R-40 zoning, a portion of the platted lot. The applicant desires to build a new single-family home. The minimum standards for the R-40 zoning district are as follows:

Minimum Lot Size:	40,000
Minimum Lot Width:	150 feet
Minimum Lot Depth:	150 feet

Front Building Line:	40 feet
Side Building Line:	15 feet
Rear Building Line:	25 feet
Maximum Lot Coverage:	20 percent
Max. Impervious Lot Coverage:	50 percent

Analysis: The applicant is requesting the zoning change because the current property has both AG & R-40 zoning. The AG zoning requires side yard setbacks of 25 feet while the R-40 zoning requires side yard setbacks of 15 feet. The change to the R-40 district would allow for additional buildable area for when a new single-family residential home is constructed. The current size of the property complies with all the minimum standards of the R-40 Single-Family Residential zoning.

Surrounding Development: The properties to the north and south are zoned AG Agricultural district. A singular property to the south has R-20 zoning. The properties to the west are zoned R-20 Single-family residential district. Property to the east is located in the City of Grapevine across the street on Pool Road. The surrounding lots have developed with single family residences.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for single-family residential development. The proposed R-40 zoning does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. Staff has received one (1) formal response in opposition.

Staff Recommendation: Staff recommends approval of the request. The proposed zoning meets the intent of the residential designation assigned in the Destination Colleyville comprehensive plan.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their June 10, 2019 meeting by a vote of 4-0.

Financial Impact

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

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Zoning Exhibit
5. Site Plan
6. Approved Amending Plat
7. Notification Map
8. Notification List
9. Property Owner Notification
10. Opposition Letter
11. Ordinance O-19-2086

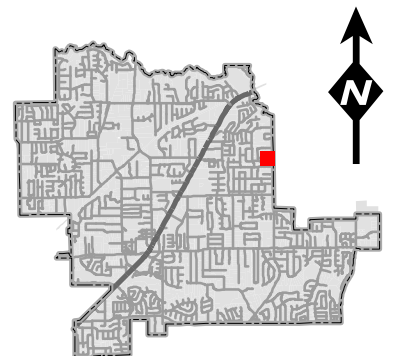
Aerial Map



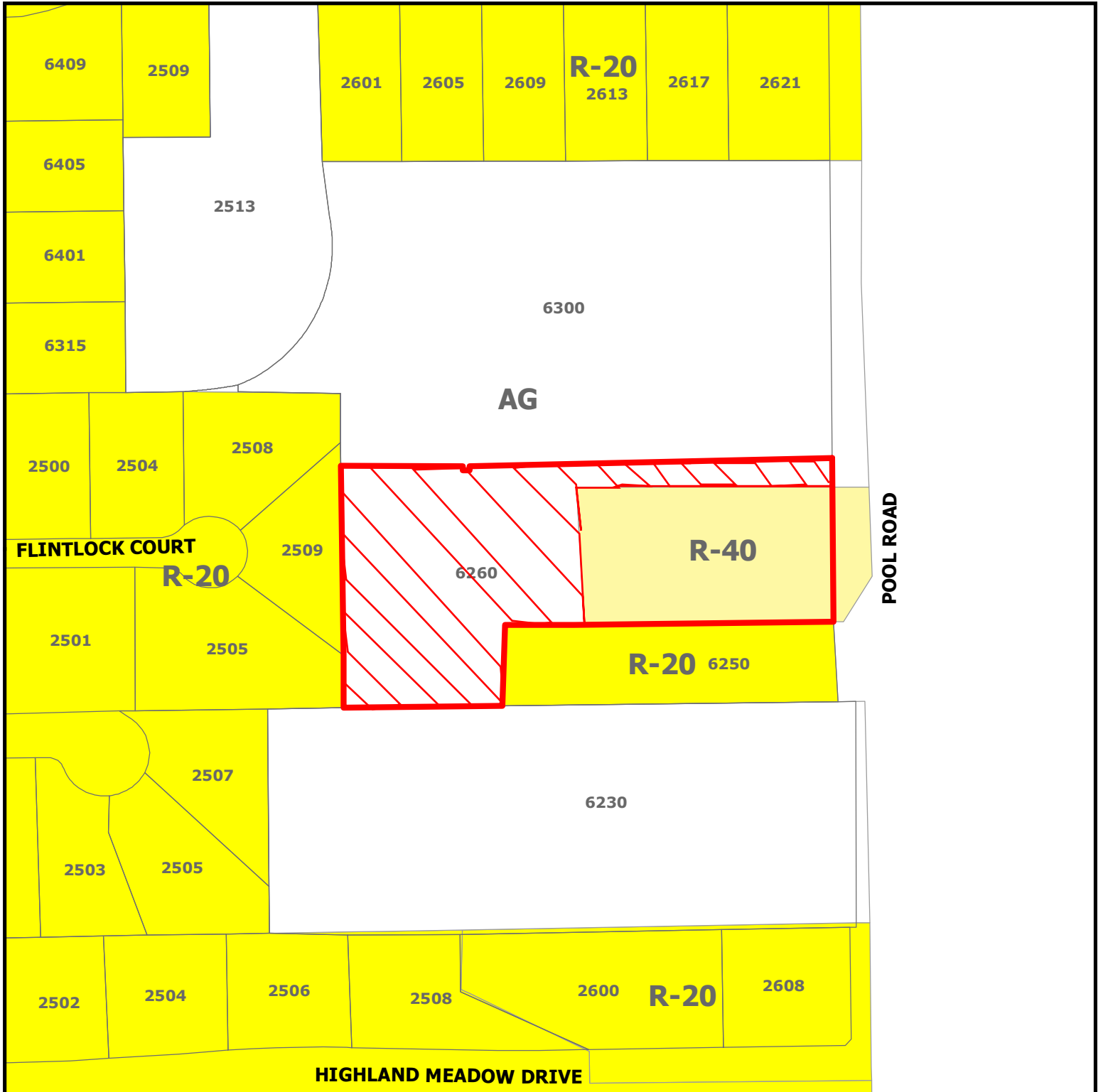
ZC19-006
6260 Pool Road

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

 Subject Property



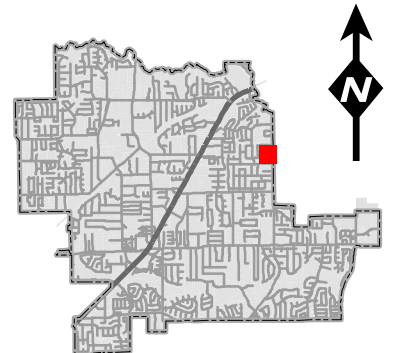
Zoning Map



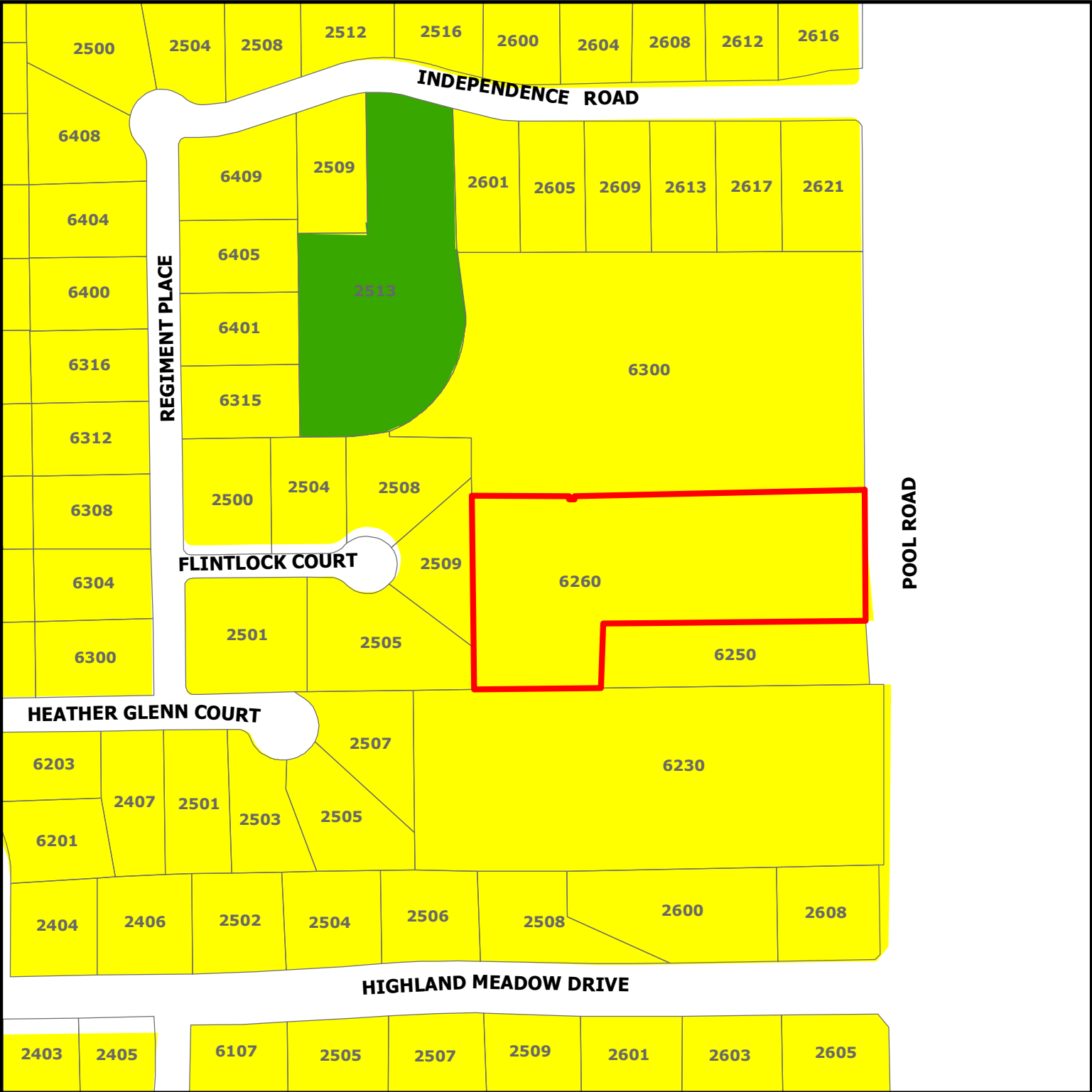
ZC19-006
6260 Pool Road

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

 Subject Property



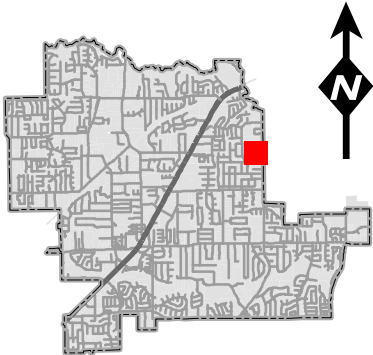
Future Land Use Map



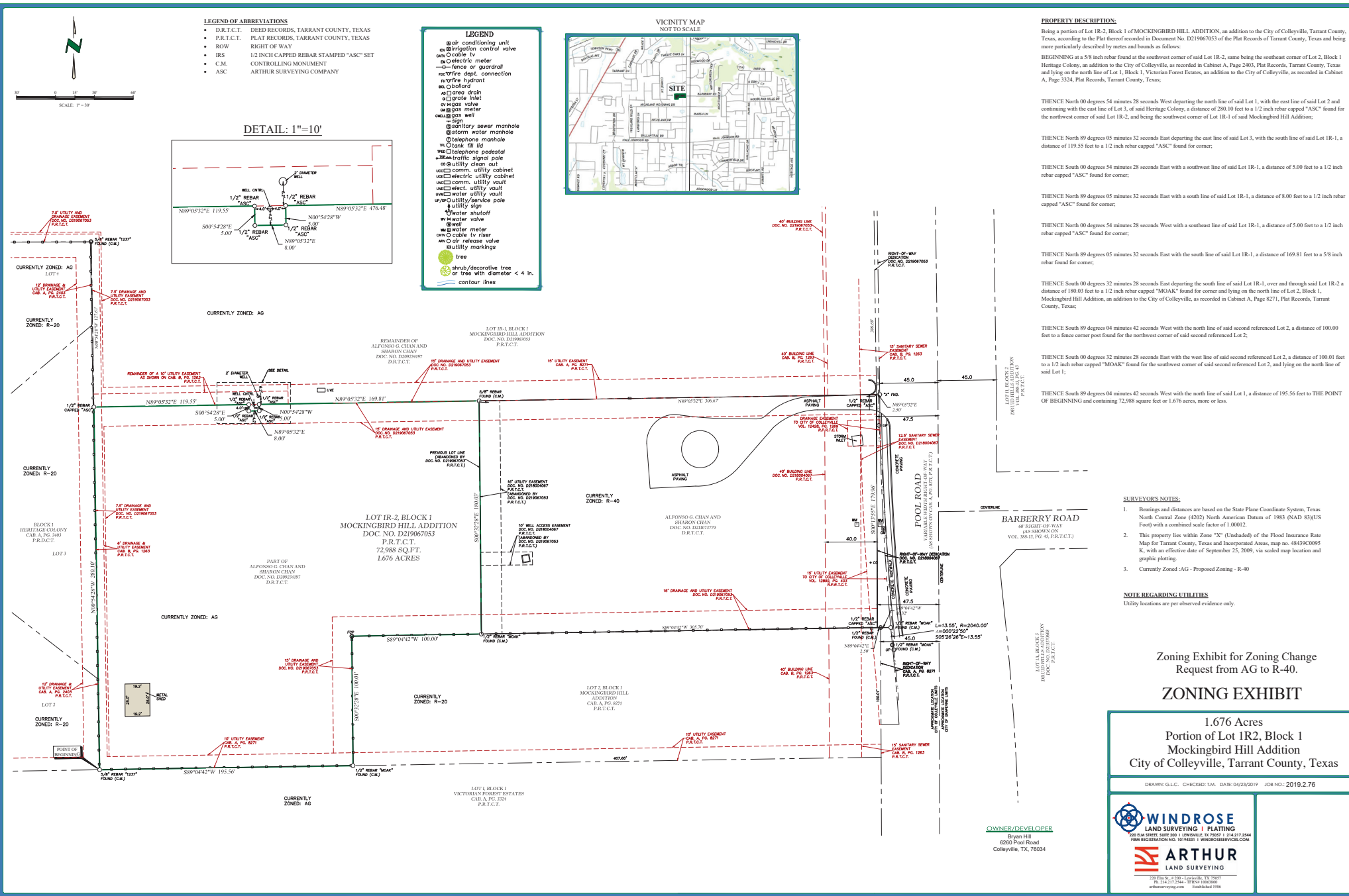
ZC19-006
6260 Pool Road

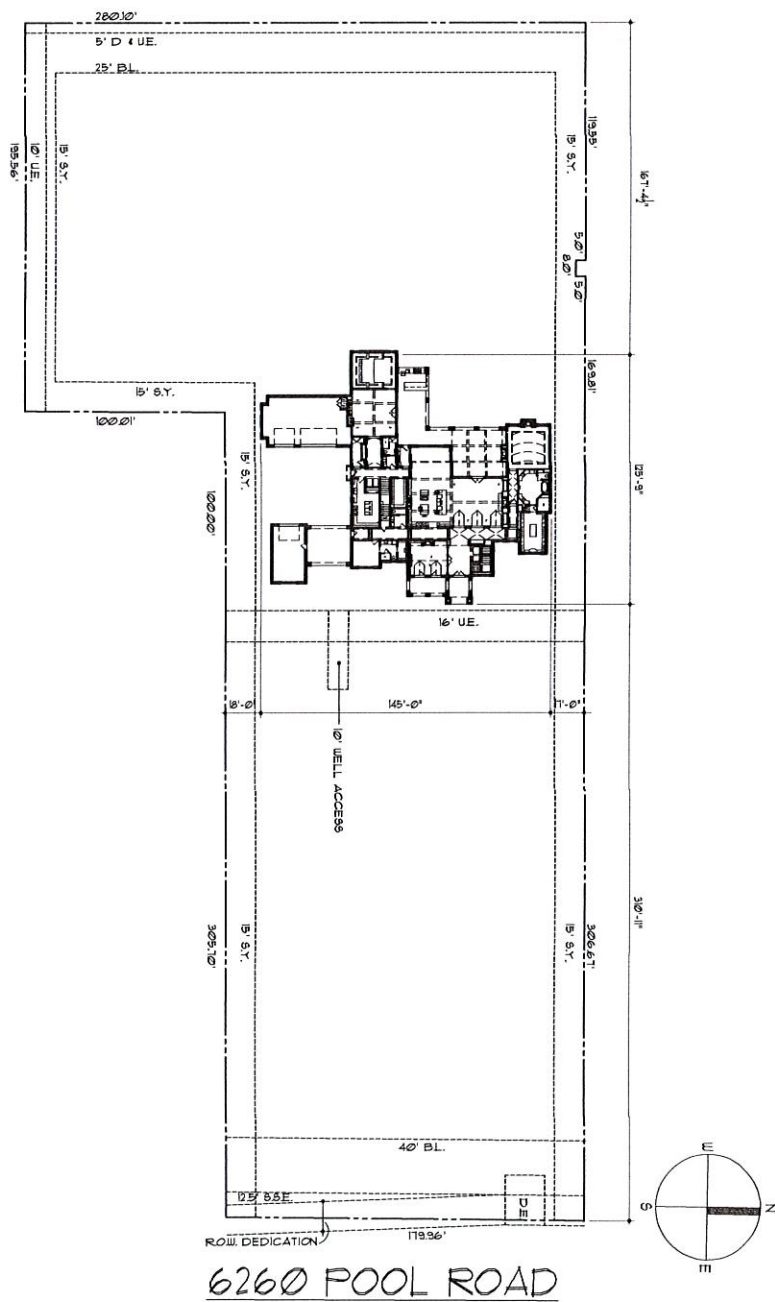
DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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

-  Subject Property
-  Residential
-  Open Space; Parks



Zoning Exhibit

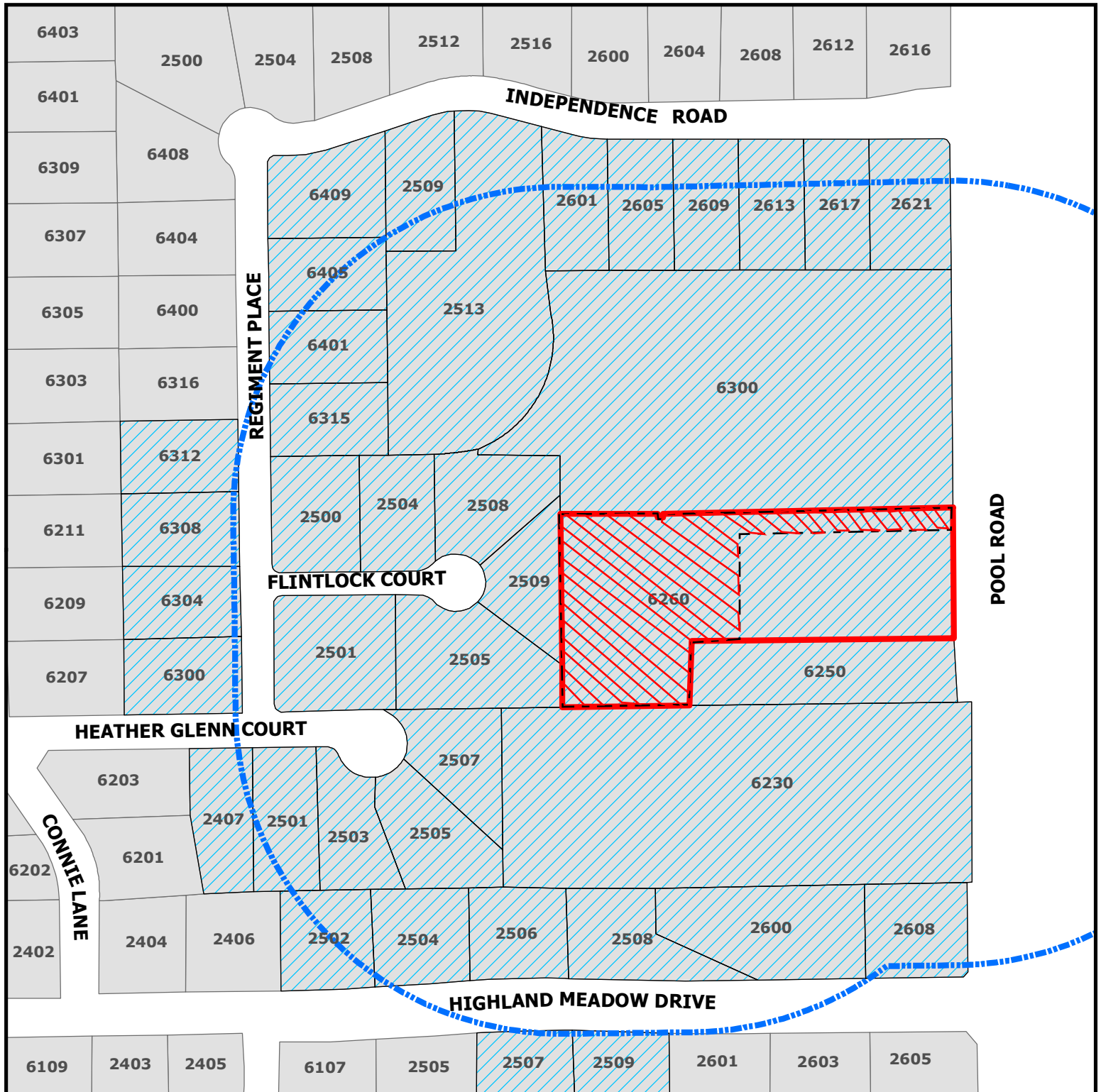




SITE PLAN

[illegible]

Notification Map

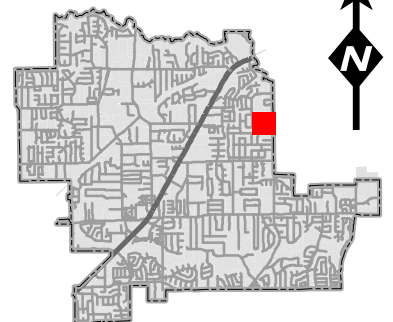


ZC19-006

6260 Pool Road

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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
LUEVANO, JAVIER A	2507 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2507 HIGHLAND MEADOW DR
ALIBHAI, MANSOOR G	2682 BRENNER DR	DALLAS, TX	75220	2500 FLINTLOCK CT
ANTHONY, DREY	2503 HEATHER GLEN CT	COLLEYVILLE, TX	76034	2503 HEATHER GLENN CT
ARAB, SALMAN H	2609 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2609 INDEPENDENCE RD
ASH, STEVEN	6308 REGIMENT PL	COLLEYVILLE, TX	76034	6308 REGIMENT PL
BRECHT, WILLIAM	2508 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2508 HIGHLAND MEADOW DR
CAIN, CHRISTOPHER	2601 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2601 INDEPENDENCE RD
CHAN, ALFONSO	6300 POOL RD	COLLEYVILLE, TX	76034	6300 POOL RD
CHAN, ALFONSO	6300 POOL RD	COLLEYVILLE, TX	76034	6260 POOL RD
COWEE, THOMAS J	6304 REGIMENT PL	COLLEYVILLE, TX	76034	6304 REGIMENT PL
CROUSER, MARK L	2621 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2621 INDEPENDENCE RD
DEWAN, MADHUSUDAN	2501 FLINTLOCK CT	COLLEYVILLE, TX	76034	2501 FLINTLOCK CT
F H C TRUST	2140 HALL JOHNSON RD # 102-174	GRAPEVINE, TX	76051	2506 HIGHLAND MEADOW DR
GAUTHIER, NELIDA R	2617 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2617 INDEPENDENCE RD
GULBRANSON, JON CARLO	2605 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2605 INDEPENDENCE RD
HEFNER, ALICIA M	2501 HEATHER GLENN CT	COLLEYVILLE, TX	76034	2501 HEATHER GLENN CT
HERITAGE COLONY HOMEOWNERS ASN	P.O0 BOX 1122	COLLEYVILLE, TX	76034	2513 INDEPENDENCE RD
HEYGOOD, MICHAEL E	2504 FLINTLOCK CT	COLLEYVILLE, TX	76034	2504 FLINTLOCK CT
JACOBI, JAMES A	6250 POOL RD	COLLEYVILLE, TX	76034	6250 POOL RD
JACOBS, DON G	2502 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2502 HIGHLAND MEADOW DR
KHAN, ABDUL RASHID	6315 REGIMENT PL	COLLEYVILLE, TX	76034	6315 REGIMENT PL
KUMAR, RAJ	6405 REGIMENT PL	COLLEYVILLE, TX	76034	6405 REGIMENT PL
MARTIN, HEULIN	2407 HEATHER GLEN CT	COLLEYVILLE, TX	76034	2407 HEATHER GLENN CT
MILLIKEN, PEGGY	6401 REGIMENT PL	COLLEYVILLE, TX	76034	6401 REGIMENT PL
MUSSER, MICHAEL	2509 FLINTLOCK CT	COLLEYVILLE, TX	76034	2509 FLINTLOCK CT
NELSON, DANIEL A	6312 REGIMENT PL	COLLEYVILLE, TX	76034	6312 REGIMENT PL
REED, DAVID S	2613 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2613 INDEPENDENCE RD
RICHARDSON, MICHAEL	2505 FLINTLOCK CT	COLLEYVILLE, TX	76034	2505 FLINTLOCK CT
ROUNKLES, JOSEPH	6409 REGIMENT PL	COLLEYVILLE, TX	76034	6409 REGIMENT PL
SANDERS, JOSEPH L	2508 FLINTLOCK CT	COLLEYVILLE, TX	76034	2508 FLINTLOCK CT
STONE, JACOB	2817 BROOKSHIRE DR	GRAPEVINE, TX	76051	2608 HIGHLAND MEADOWS DR
TEUTSCH, ROBERT	2507 HEATHER GLENN CT	COLLEYVILLE, TX	76034	2507 HEATHER GLENN CT
THE KIMBALL FAMILY LIVING TRUS	2505 HEATHER GLENN CT	COLLEYVILLE, TX	76034	2505 HEATHER GLENN CT
TORKELSON, JULIE	6300 REGIMENT PL	COLLEYVILLE, TX	76034	6300 REGIMENT PL
VALK, DON	4000 N MACARTHUR BLVD STE A132	IRVING, TX	75038	6230 POOL RD
WAGNER, JEDEDIAH	2509 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2509 HIGHLAND MEADOW DR
WRIGHT, GREGORY	6005 LANSFORD LN	COLLEYVILLE, TX	76034	2600 HIGHLAND MEADOWS DR
ZIMMER, WILLIAM	2509 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2509 INDEPENDENCE RD
ZINGA, MICHAEL	2504 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2504 HIGHLAND MEADOW DR
HERITAGE COLONY ADDITION	P.O. BOX 1122	COLLEYVILLE, TX	76034	COURTESY NOTICE
HIGHLAND MEADOWS ADDN	2101 HIGH GATE DRIVE	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
CEBALLOS, GRAYSON	220 ELM STREET, SUITE 200	LEWISVILLE, TX	75057	APPLICANT
CITY OF GRAPEVINE	200 S. MAIN STREET	GRAPEVINE, TX	76051	COURTESY NOTICE

Public hearing notices were mailed out on May 22, 2019



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City»«Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, June 10, 2019 at 7:00 p.m.
City Council Meetings: Tuesday, July 2, 2019 & Tuesday, July 16, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from the AG Agricultural zoning district to the R-40 Single Family Residential zoning district. The purpose is to have a single, conforming zoning district in order to allow for a development of a single-family residential lot. No new lots are proposed.

Zoning Case: ZC19-006

Applicant: Grayson Ceballos

Owner: Bryan Hill

Location: 6260 Pool Road

Property Description: A portion of Lot 1R-2, Block 1, of the Mockingbird Hill Addition

Present Zoning: AG Agricultural and R-40 Single Family Residential

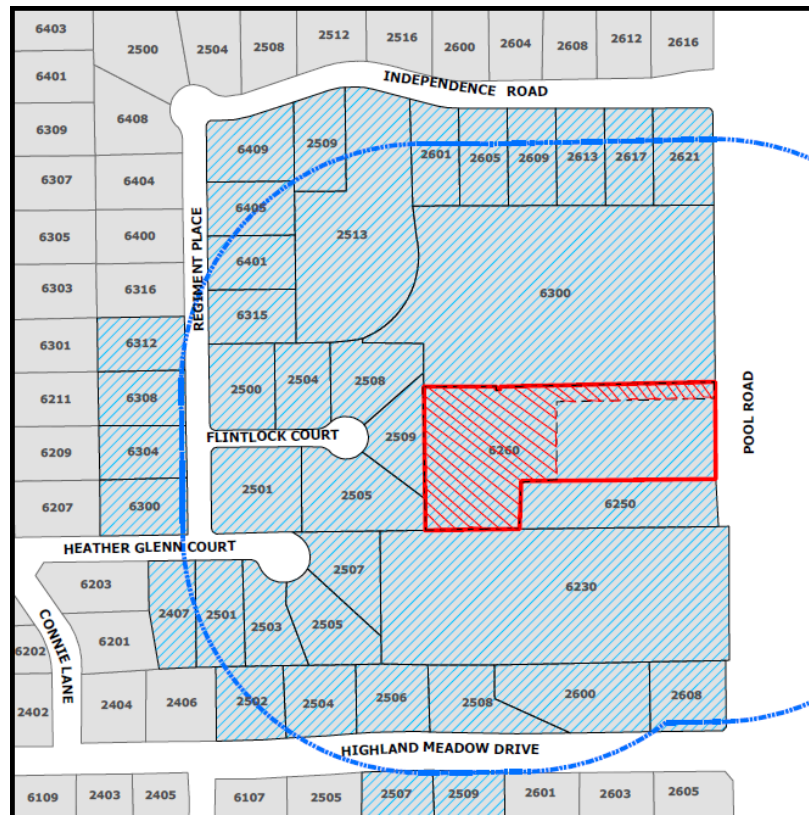
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034

NOTICE OF PUBLIC HEARING

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyst

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Ben Bryner

To: Chris Putnam
Subject: RE: 6260 Pool Road zoning case

From: Chris Putnam <>
Sent: Monday, June 10, 2019 5:28 PM
To: Ben Bryner <BBryner@colleyville.com>
Cc: Richard Newton <RNewton@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>
Subject: Fwd: 6260 Pool Road zoning case

Ben,

Hope you are well. I live next door to the property being considered by P&Z this evening for re-zoning at 6260 Pool Road. I am unable to make tonight's meeting but would like to formally note my objection to re-zoning this property.

There are a number of questions I believe need to be adequately addressed before this case is approved. There are no public records to date of the sale of the property in question so it's impossible to tell if it was, in fact, sold to the same owner of the original 6260 tract that fronts Pool Road.

Secondly, it's unclear why R40 zoning is even required in this case unless the applicant is requesting building setbacks that are more aggressive than those provided under the current AG zoning. If that's the case then it would be helpful to understand where the actual house and any other structures are contemplated on the property as it has the potential to be a flag or stacked lot on the north side of the property that is adjacent to my own. We certainly don't want to see a house in our backyard with a tight setback. Additionally, these lots are all multi-acre so it's difficult to imagine why tighter setbacks might be required.

I watched the work session on this case and there was a lot of confusion about precisely why the re-zone is even necessary, the size of the combined lots and where the home would eventually be platted. The worst case here is if there is an intent to eventually split the front lot of 6260 and the lot being considered in this case to build two separate homes.

Thanks for your attention.

Chris Putnam
6230 Pool Road

ORDINANCE O-19-2086

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 1.676 ACRES, BEING A PORTION OF LOT 1R-2, BLOCK 1, OF THE MOCKINGBIRD HILL ADDITION, LOCATED AT 6260 POOL ROAD, FROM THE AG AGRICULTURAL DISTRICT TO THE RE SINGLE FAMILY ESTATE RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case ZC19-006; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

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

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

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning

Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.676 acres, being a portion of Lot 1R-2, Block 1, of the Mockingbird Hill Addition located at 6260 Pool Road, from the AG Agricultural district to the RE Single Family Estate Residential district, as depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein, and subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of July 2019.

The second reading and public hearing being conducted on the 16th day of July 2019.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 16TH DAY OF JULY 2019.

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 3, Kathy Wheat _____
Place 4, George Dodson _____

Mayor Pro Tem Bobby Lindamood _____
Place 5, Chuck Kelley _____
Place 6, Callie Rigney _____

ATTEST:

CITY OF COLLEYVILLE

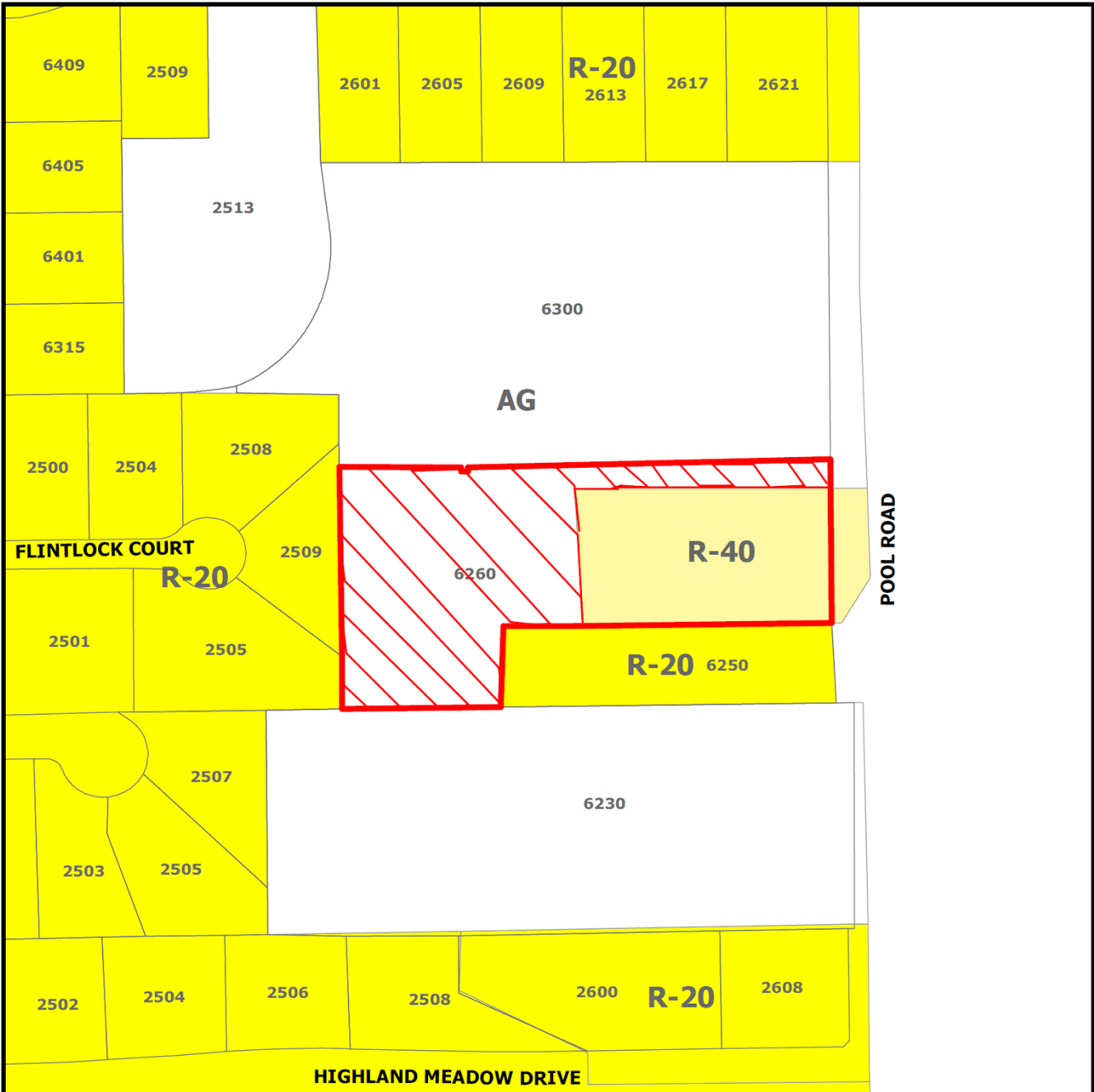
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit “A”- Zoning Map



[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 7/16/2019

Number Ordinance O-19-2087

Type Ordinance

Department Police

Title

Approval of the Fiscal Year 2020 Colleyville Crime Control and Prevention District budget

Strategic Plan

2.4 Demonstrate stewardship of public resources

2.1 Provide responsive, efficient city services

Explanation

First Reading and Public Hearing

In accordance with Chapter 363 of the Local Government Code, the Colleyville Crime Control and Prevention District (CCCPD) Board, which is comprised of the City Council, must hold a public hearing on the proposed annual budget at least 100 days before the start of the fiscal year and adopt a budget at least 80 days before the start of the fiscal year. The CCCPD Board held a public hearing on the proposed FY 2020 CCCPD budget on June 18, 2019 and advertised this public hearing in the *Fort Worth Star-Telegram* on June 6, 2019, per the 10 day advance requirement. On July 2, 2019, the Board approved the proposed FY 2020 CCCPD budget.

Upon Board approval, the CCCPD budget must be submitted to the City Council for approval or rejection within 10 days. Per Sec. 363.205(d) of the Local Government Code, the governing body may not amend the budget submitted by the Board. If the governing body rejects the budget submitted by the Board, the governing body and the Board shall meet and together amend and approve the budget before the beginning of the fiscal year. This agenda item allows for City Council consideration of the CCCPD budget. The July 16, 2019 City Council agenda item for first reading of the CCCPD budget ordinance will also serve as the required public hearing by the governing body and was advertised in the *Fort Worth Star-Telegram* on Friday, July 5, 2019, per the 10 day advance requirement.

During the discussion of the FY 2020 proposed CCCPD budget on June 18, 2019, staff presented a complete FY 2020 budget proposal and a five-year forecast based on current information. No changes to the FY 2020 proposed CCCPD budget were requested.

Financial Impact

The attached proposed budget provides estimated fund balances and revenues, as well

as a detailed list of proposed expenditures.

Recommendation

Approve

Attachments

1. Proposed FY2020 CCCPD Budget
2. Ordinance O-19-2087

COLLEYVILLE CRIME CONTROL DISTRICT
FY 2019 THROUGH FY 2024 PROJECTION

FISCAL YEAR	ADOPTED FY 2019	PROJECTED FY 2019	PROPOSED FY 2020	PROJECTED FY 2021	PROJECTED FY 2022	PROJECTED FY 2023	PROJECTED FY 2024
BEGINNING FUND BALANCE	\$1,325,041	\$1,432,016	\$1,198,706	\$834,495	\$802,075	\$726,727	\$606,704
REVENUES:							
1/2 CENT SALES TAX REVENUE (+1-2.5% PROJECTED)	\$1,745,726	\$1,745,726	\$1,763,183	\$1,798,447	\$1,843,408	\$1,889,493	\$1,936,731
INTEREST INCOME	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
USE OF AVAILABLE CASH	\$436,950	\$436,950	\$370,000	\$100,000	\$150,000	\$150,000	\$120,000
TOTAL REVENUES	<u>\$2,190,676</u>	<u>\$2,190,676</u>	<u>\$2,141,183</u>	<u>\$1,906,447</u>	<u>\$2,001,408</u>	<u>\$2,047,493</u>	<u>\$2,064,731</u>
EXPENDITURES:							
ADMINISTRATIVE BOARD/AUDIT EXPENSES:	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850
SOFTWARE - ANNUAL MAINTENANCE CONTRACT	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500	\$49,500
SOFTWARE - EARLY WARNING/INTERNAL AFFAIRS	\$0	\$0	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
SOFTWARE - INVESTIGATIVE TOOL	\$0	\$0	\$9,750	\$9,750	\$9,750	\$9,750	\$9,750
SOFTWARE - CRIME REPORTS ANALYTICAL CRIME MAPPING	\$5,492	\$5,492	\$5,492	\$5,492	\$5,492	\$5,492	\$5,492
RECRUITING AND HIRING PROCESS	\$2,500	\$17,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
TRAINING - LEADERSHIP DEVELOPMENT	\$0	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
TRAINING - DE-ESCALATION & CRISIS INTERVENTION	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
CRIME SCENE RESPONSE UNIT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
NETMOTION WIRELESS MAINTENANCE AGREEMENT	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219	\$3,219
IN-CAR VIDEO SYSTEM SERVER MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
OFF-DUTY WEBSITE ANNUAL FEES/MAINTENANCE	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TICKET WRITER REPLACEMENT	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700
CALEA ACCREDITATION	\$11,325	\$11,325	\$16,825	\$11,450	\$11,450	\$16,825	\$16,825
PERSONNEL:							
9 POLICE OFFICERS	\$883,418	\$883,418	\$918,755	\$955,505	\$993,725	\$1,033,474	\$1,074,813
MOVE OFFICER FROM GENERAL FUND FY 2019	\$100,000	\$100,000	\$105,000	\$110,250	\$115,763	\$121,551	\$127,628
ADDITIONAL 2 PT PUBLIC SAFETY OFFICERS	\$46,432	\$46,432	\$48,754	\$51,191	\$53,751	\$56,438	\$59,260
MOVE OFFICER FROM GENERAL FUND FY 2020	\$0	\$0	\$105,000	\$110,250	\$115,763	\$121,551	\$127,628
ADDITIONAL SERGEANT IN FY 2020	\$0	\$0	\$100,000	\$105,000	\$110,250	\$115,763	\$121,551
PT ACCREDITATION COORDINATOR	\$0	\$0	\$27,000	\$27,810	\$28,644	\$29,504	\$30,389
TEEN COURT	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750
EQUIPMENT:							
ANNUAL WEAPONS REPLACEMENT	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
SWAT EQUIPMENT AND TRAINING	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150	\$6,150
SAFETY EQUIPMENT AND REPLACEMENT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
TWO RADAR SIGNS- LICENSES	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
VEHICLES:							
ANNUAL REPLACEMENT FUNDING	\$250,600	\$250,600	\$262,650	\$291,000	\$321,000	\$321,000	\$271,000
DEBT SERVICE:							
2006 SERIES REFUNDING DEBT	\$509,100	\$509,100	\$0	\$0	\$0	\$0	\$0
TRANSFERS:							
CAPITAL EQUIPMENT REPLACEMENT FUND - IN-CAR MOBILE DIGITAL COMPUTER SYSTEM	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
CAPITAL -							
JUSTICE CENTER DUMPSTER ENCLOSURES	\$45,000	\$25,000	\$0	\$0	\$0	\$0	\$0
REPLACE CAD/RMS SYSTEM	\$0	\$0	\$375,000	\$0	\$0	\$0	\$0
HVAC REPLACEMENT - JUSTICE CENTER (moved- General Capital \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0
METAL ROOF COATING - JUSTICE CENTER (moved- General Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CARPET & VCT TILE REPLACEMENT - JUSTICE CENTER (moved- G	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	<u>\$1,987,036</u>	<u>\$1,987,036</u>	<u>\$2,135,394</u>	<u>\$1,838,867</u>	<u>\$1,926,756</u>	<u>\$2,017,516</u>	<u>\$2,030,505</u>
EXCESS REVENUES OVER EXPENDITURES ^^	\$203,640	\$203,640	\$5,789	\$67,580	\$74,652	\$29,977	\$34,226
ENDING FUND BALANCE	<u>\$1,091,731</u>	<u>\$1,198,706</u>	<u>\$834,495</u>	<u>\$802,075</u>	<u>\$726,727</u>	<u>\$606,704</u>	<u>\$520,930</u>

^^ MUST HAVE A 1.4 TIMES COVERAGE RATIO (\$203,640) FOR DEBT SERVICE PAYMENT IN FY 2019

ORDINANCE O-19-2087

ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2020 FOR THE COLLEYVILLE CRIME CONTROL AND PREVENTION DISTRICT, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE UPON PASSAGE BY THE CITY COUNCIL

WHEREAS, the laws of the State of Texas require the Board of Directors of the Colleyville Crime Control and Prevention District to adopt a budget of projected revenues and proposed expenditures, cash on hand at the start of the year, the amount of money received during the prior year, the tax rate, and the projected ending fund balance; and

WHEREAS, on July 2, 2019, the Board of Directors of the Colleyville Crime Control and Prevention District approved the following budget; and

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

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

Sec. 1. THAT the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 for the Colleyville Crime Control and Prevention District, a copy of which is on file in the office of the City Secretary, is hereby made a part of this Ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 and that the City Manager is authorized to execute all contracts and agreements approved as a part of the budget.

Sec. 2. THAT the budget of the fiscal year beginning October 1, 2019, and ending September 30, 2020, for the Colleyville Crime Control and Prevention District with a sales and use tax rate of .5%, is hereby fixed as follows:

Projected Revenue Received in Fiscal Year 2019	\$ 2,190,676
Projected Cash on Hand as of October 1, 2019	\$ 1,198,706
Revenues	\$ 2,141,183
Expenditures	\$ 2,135,394
Ending Fund Balance at September 30, 2020	\$ 834,495

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 16th day of July 2019.

The second reading and public hearing being conducted on the 6th day of August 2019.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 6TH DAY OF AUGUST 2019.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8a

Agenda Date 7/16/2019

Number Ordinance O-19-2081

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district on Lot 1, Block 1, of the J.M. Presley Addition and 17.5 feet along the east boundary, located at 2308 Glade Road, Case ZC19-003

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading and Public Hearing

The applicant has provided copies of the deeds showing the transfer of ownership. The documents are included in the attachments. Per the discussion at the previous City Council meeting, the ordinance for this item has been amended to reflect a change of zoning to the RE Single Family 'Estate' Residential district.

At the June 18, 2019 meeting, the applicant requested this item to be tabled. At the first reading, one resident came forward to speak with concerns about drainage for the area. The applicant has provided updated exhibits including the proposed grading plan for the site.

First Reading and Public Hearing

Greg Reid, the applicant, has submitted a request for a zoning change on Lot 1, Block 1, of the J.M. Presley Addition and 17.5 feet along the east boundary, being approximately 2 acres, and zoned AG Agricultural district. The purpose is to rezone from the AG district to the R-40 Single Family Residential district to allow for construction of a new single-family residential dwelling.

Existing Conditions/Background: The subject property, 2308 Glade Road, resides on the north side of Glade Road between Patterson Court and Jim Mitchell Trail West. The subject property has AG zoning and is currently developed with a single family home. There is a 17.5 feet area that exists between this property and the adjacent lot to the east that is included.

Proposed Zoning: Request – The applicant requests to rezone the property from AG to R-40 zoning. The applicant desires to demolish the existing home and structures and construct a new single family home. The minimum standards for the R-40 zoning

district are as follows:

Minimum Lot Size:	30,000 square feet
Minimum Lot Width:	150 feet
Minimum Lot Depth:	150 feet
Front Building Line:	40 feet
Side Building Line:	15 feet
Rear Building Line:	25 feet
Max. Lot Coverage:	20%
Max. Impervious Coverage:	50%

Analysis - The applicant is requesting the zoning to change because the current AG zoning requires side yard setbacks of 25 feet while the R-40 zoning requires side yard setbacks of 15 feet, which allows for additional buildable area for a new single family residential home. The current size of the property does comply with the all the minimum standards of the R-40 Single-Family Residential zoning.

Surrounding Development: The properties to the north, south, and west are zoned R-20 Single-Family Residential zoning. The property to the east is zoned AG Agricultural zoning. The surrounding lots have developed with single family residences.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for single-family residential development. The proposed R-40 zoning does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the Fort Worth Star-Telegram as required by State law and the Land Development Code. To date, staff has received one formal response.

Staff Recommendation: Staff recommends approval of the request. The proposed zoning meets the intent of the residential designation assigned in the Destination Colleyville comprehensive plan.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their May 13, 2019 meeting by a vote of 6-0.

Financial Impact

There is no financial impact to the City.

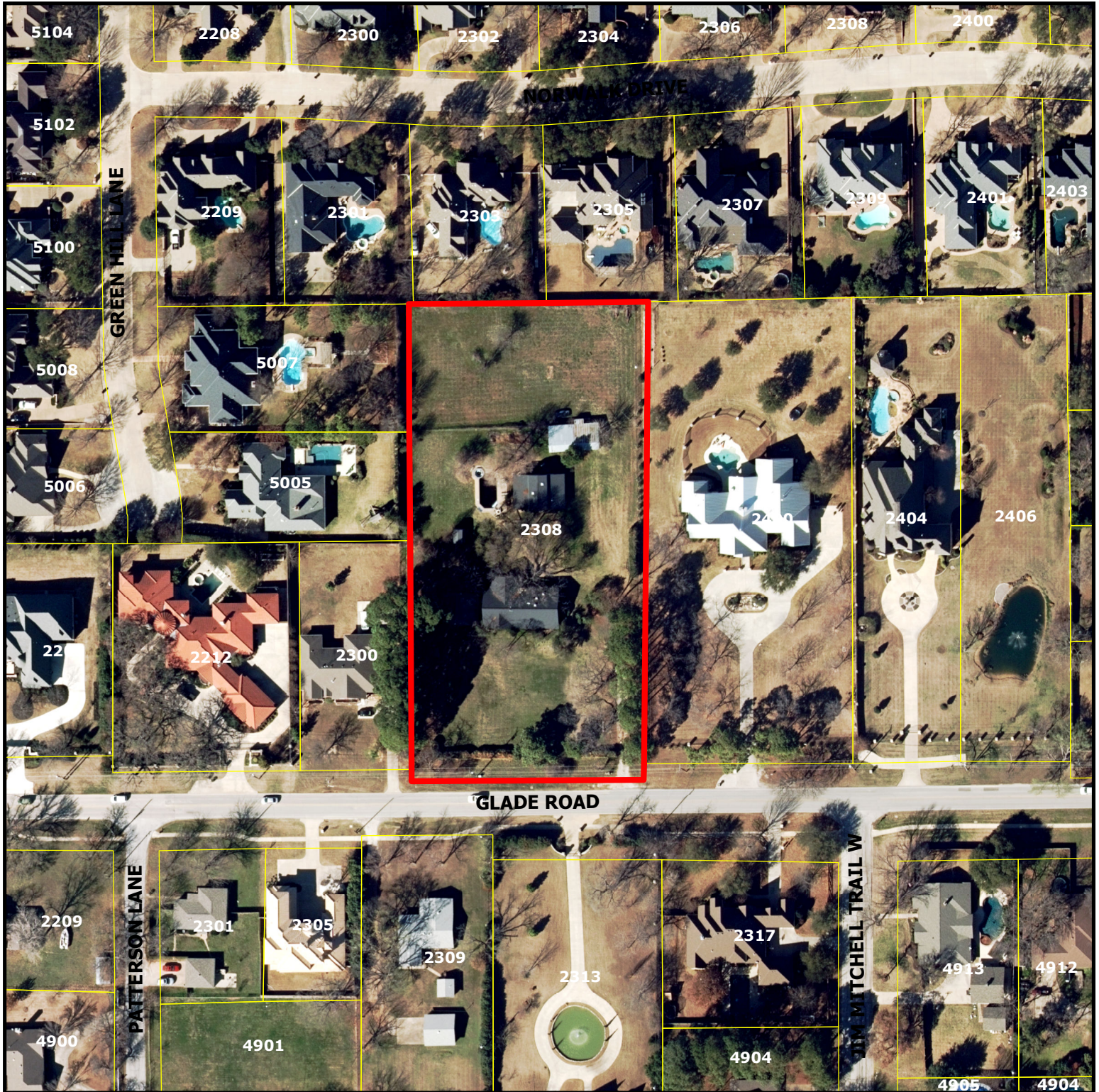
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Zoning Exhibit
5. Zoning Exhibit - Revised 6.07.19
6. Sanders Recorded Deed
7. 2308 Glade Road filed judgement
8. Notification Map
9. Notification List
10. Surrounding Property Owner Letter
11. Zoning Property Owner Notification
12. Ordinance O-19-2081

Aerial Map



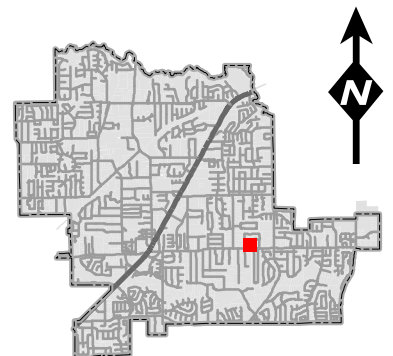
ZC19-003

2308 Glade Road

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



Subject Property



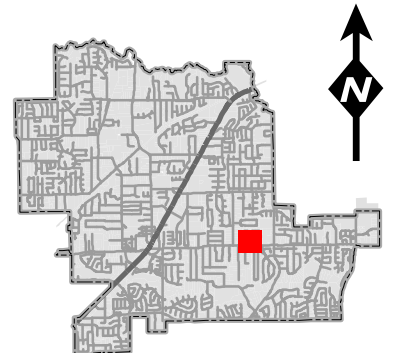
Zoning Map



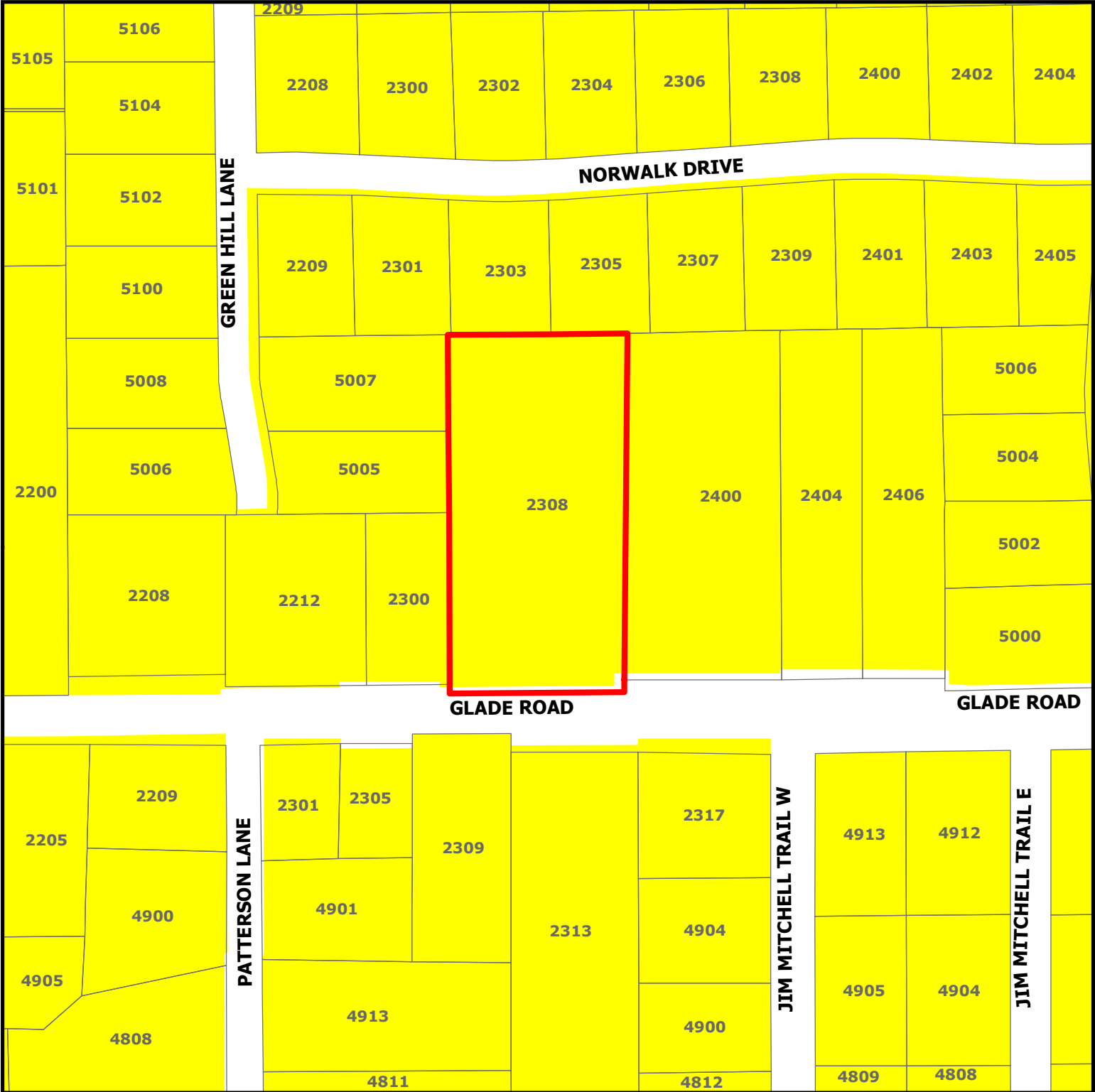
ZC19-003
2308 Glade Road

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

 Subject Property



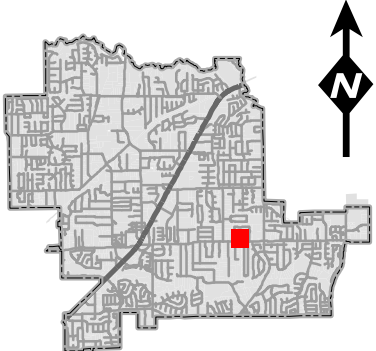
Future Land Use Map



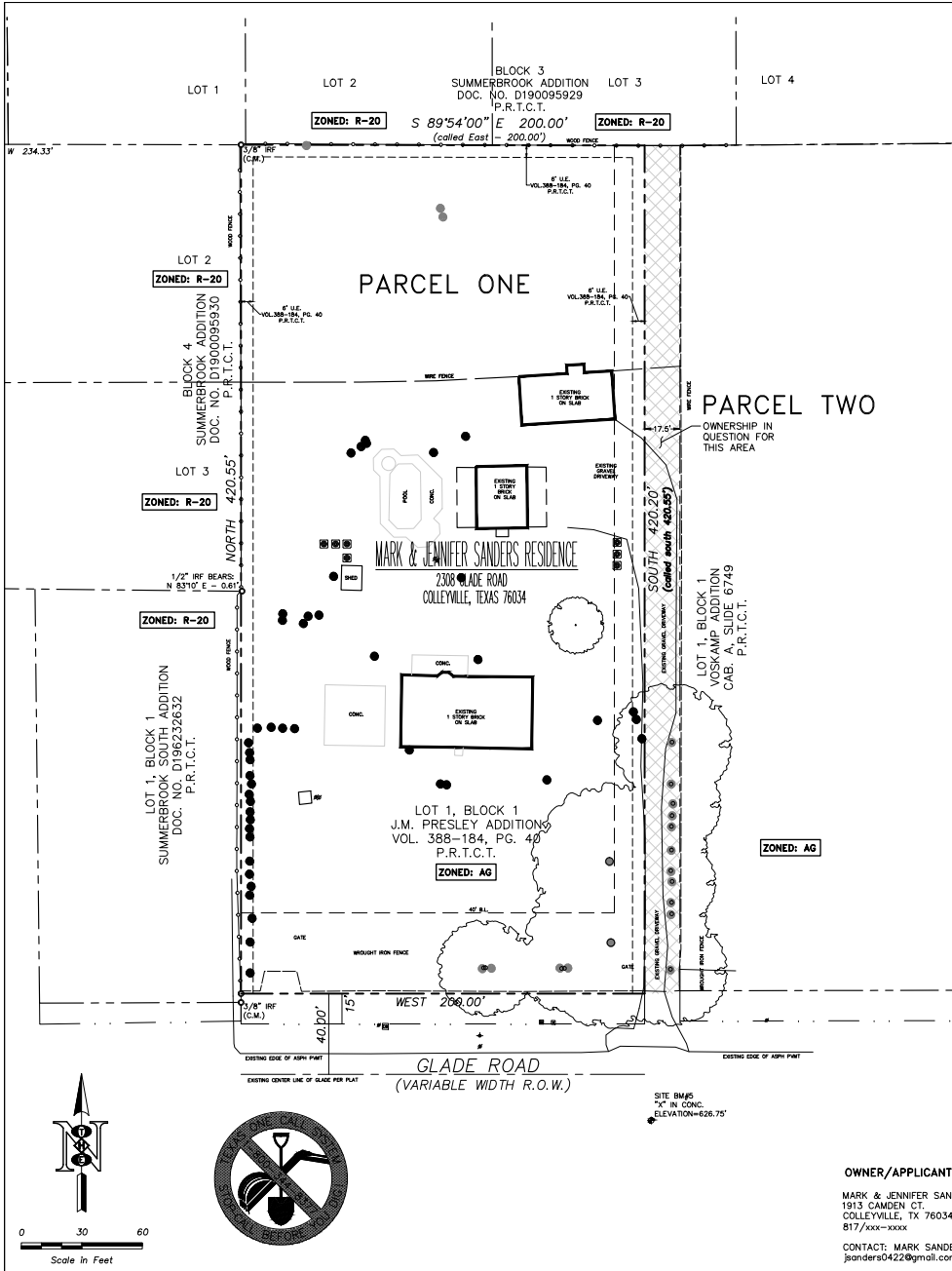
ZC19-003
2308 Glade Road

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

- Subject Property
- Residential



Zoning Exhibit



LEGAL DESCRIPTION

PARCEL ONE
1.93 ACRES OF LAND BEING
LOT 1, BLOCK 1, OF THE
J. M. PRESLEY ADDITION
IN THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS.

PARCEL TWO

METES AND BOUNDS DESCRIPTION
7,360 SQUARE FEET
IN THE S. COTRAIL SURVEY, A-328
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

All that certain 7,360 square feet of land, out of the 37.90 acre tract, described in the deed to H. T. Green and Christine A. Green, recorded in Volume 1687, Page 127 in the Public Records of Tarrant County, Texas (P.R.T.C.T.), and out of Block No. 4 of the Edinburgh American Land Mortgage Company Limited Subdivision, recorded in Volume 144, Page 240 P.R.T.C.T., in the S. Cotrail Survey Survey, A-328, City of Colleyville, Tarrant County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the east line of the plat of Lot 1, Block 1, J. M. Presley Addition, recorded in Volume 388-184, Page 40, in the Public Records of Tarrant County, Texas)

BEGINNING at the southeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the southwest corner of the herein described tract, in the north right-of-way line of Glade Road (R.O.W. Varies);

THENCE North - 420.55' to the northeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the northwest corner of the herein described tract, in the south line of the Block 3, Summerbrook Addition, recorded in Document Number D190095929 P.R.T.C.T.;

THENCE East - 17.50' along the south line of said Block 3, Summerbrook Addition, to the northeast corner of the hearing described tract, common to the northwest corner of Lot 1, Block 1, Voskamp Addition;

THENCE South - 420.55' along the west line of said Lot 1, Block 1, Voskamp Addition, to the southeast corner of the herein described tract, in the north right-of-way line of said Glade Road;

THENCE West - 17.50' along the north right-of-way line of said Glade Road, to the POINT OF BEGINNING and containing 7360 square feet of land.

THIS METES AND BOUNDS DESCRIPTION IS ISSUED FOR ATTACHED TO ZONING DOCUMENTS AND IS NOT INTENDED FOR TITLE TRANSFER.

No.	REVISIONS/ SUBMISSIONS	Date



VICINITY MAP
SCALE: 1"=1000'

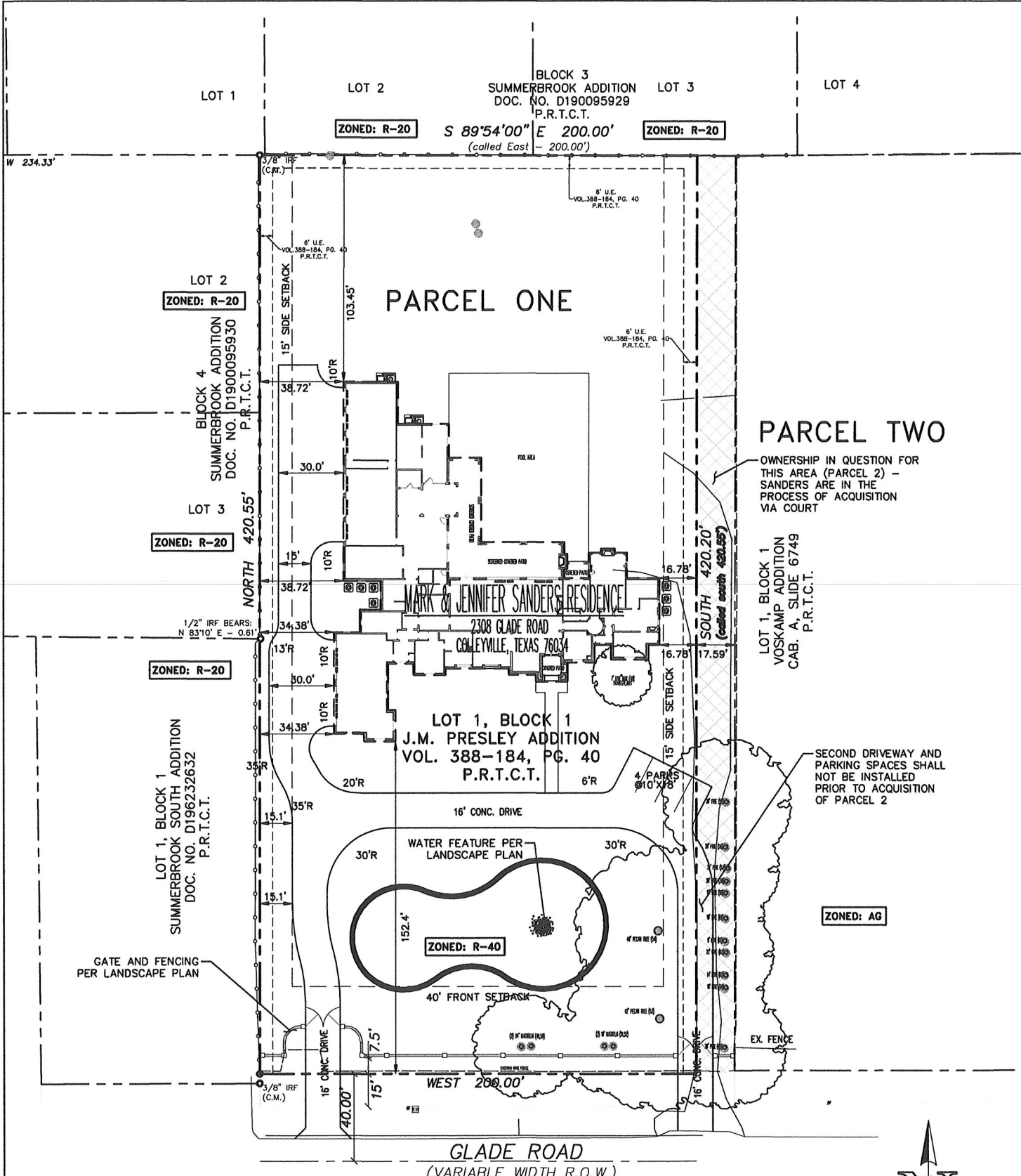
ZONING EXHIBIT FOR ZONING
CHANGE REQUEST FROM AG TO R-40

		THOMAS HOOVER ENGINEERING, LLC P.O. BOX 1808 KELLER, TEXAS 76244 (817) 913-1350 PH. 1.5 P.E. FIRM REGISTRATION NO. 006009	
1.93 ACRES OF LAND LOT 1, BLOCK 1, OF THE J. M. PRESLEY ADDITION IN THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS.			
2308 GLADE ROAD			
SITE PLAN			
DESIGNED TLH	SCALE 1"= 10'	PROJECT NO.	SHEET C-1
DRAWN SDS	DATE 04-15-19		
CHECKED TLH			

PRELIMINARY FOR INTERIM REVIEW ONLY	
By THOMAS L. HOOVER	P.E.# 62493
Date 04-15-19	
THOMAS HOOVER ENGINEERING, LLC NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES	

OWNER/APPLICANT
MARK & JENNIFER SANDERS
1913 CAMDEN CT.
COLLEYVILLE, TX 76034
817/346-XXXX
CONTACT: MARK SANDERS
jsanders0422@gmail.com

PREPARER/ENGINEER
THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TX 76244
817/913-1350
CONTACT: THOMAS HOOVER
tom.theng@yahoo.com



LEGEND

EXIST. TREE TO BE PROTECTED AND/OR TRANSPLANTED

NOTE

The Contractor is to protect the existing trees during the construction of the new house. See Landscape Plan for Tree Survey.

0 30 60
Scale in Feet

LEGAL DESCRIPTION

PARCEL ONE
1.93 ACRES OF LAND BEING
LOT 1, BLOCK 1, OF THE
J. M. PRESLEY ADDITION
IN THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS.

PARCEL TWO

METES AND BOUNDS DESCRIPTION
7,360 SQUARE FEET
IN THE S. COTRAIL SURVEY, A-328
CITY OF COLLEYVILL, TARRANT COUNTY, TEXAS

All that certain 7,360 square feet of land, out of the 37.90 acre tract, described in the deed to H. T. Green and Christine A. Green, recorded in Volume 1687, Page 127 in the Public Records of Tarrant County, Texas (P.R.T.C.T.), and out of Block No. 4 of the Edinburgh American Land Mortgage Company Limited Subdivision, recorded in Volume 144, Page 240 P.R.T.C.T., in the S. Cotrail Survey Survey, A-328, City of Colleyville, Tarrant County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the east line of the plat of Lot 1, Block 1, J. M. Presley Addition, recorded in Volume 388-184, Page 40, in the Public Records of Tarrant County, Texas.)

BEGINNING at the southeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the southwest corner of the herein described tract, in the north right-of-way line of Glade Road (R.O.W. Varies);

THENCE North - 420.55' to the northeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the northwest corner of the herein described tract, in the south line of the Block 3, Summerbrook Addition, recorded in Document Number D190095929 P.R.T.C.T.;

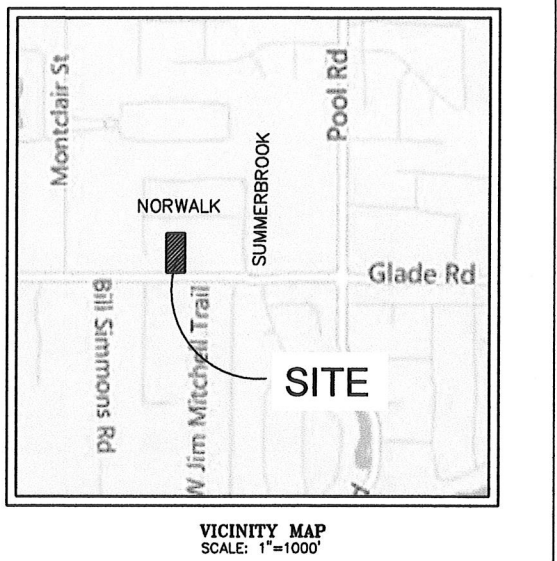
THENCE East - 17.50' along the south line of said Block 3, Summerbrook Addition, to the northeast corner of the hearing described tract, common to the northwest corner of Lot 1, Block 1, Voskamp Addition;

THENCE South - 420.55' along the west line of said Lot 1, Block 1, Voskamp Addition, to the southeast corner of the herein described tract, in the north right-of-way line of said Glade Road;

THENCE West - 17.50' along the north right-of-way line of said Glade Road, to the POINT OF BEGINNING and containing 7360 square feet of land.

THIS METES AND BOUNDS DESCRIPTION IS ISSUED FOR ATTACHED TO ZONING DOCUMENTS AND IS NOT INTENDED FOR TITLE TRANSFER.

No.	REVISIONS/ SUBMISSIONS	Date



**PRELIMINARY
FOR INTERIM REVIEW ONLY**

By THOMAS L. HOOVER P.E.# 62493
Date 05-05-19

THOMAS HOOVER ENGINEERING, LLC
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

OWNER/APPLICANT

MARK & JENNIFER SANDERS
1913 CAMDEN CT.
COLLEYVILLE, TX 76034
817/xxx-xxxx

CONTACT: MARK SANDERS
jsanders0422@gmail.com

PREPARER/ENGINEER

THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TX 76244
817/913-1350

CONTACT: THOMAS HOOVER
tom.theng@yahoo.com

ZONING EXHIBIT FOR ZONING
CHANGE REQUEST FROM AG TO R-40

THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TEXAS 76244
(817) 913-1350 PH.
T.B.P.E. FIRM REGISTRATION NO. 006009

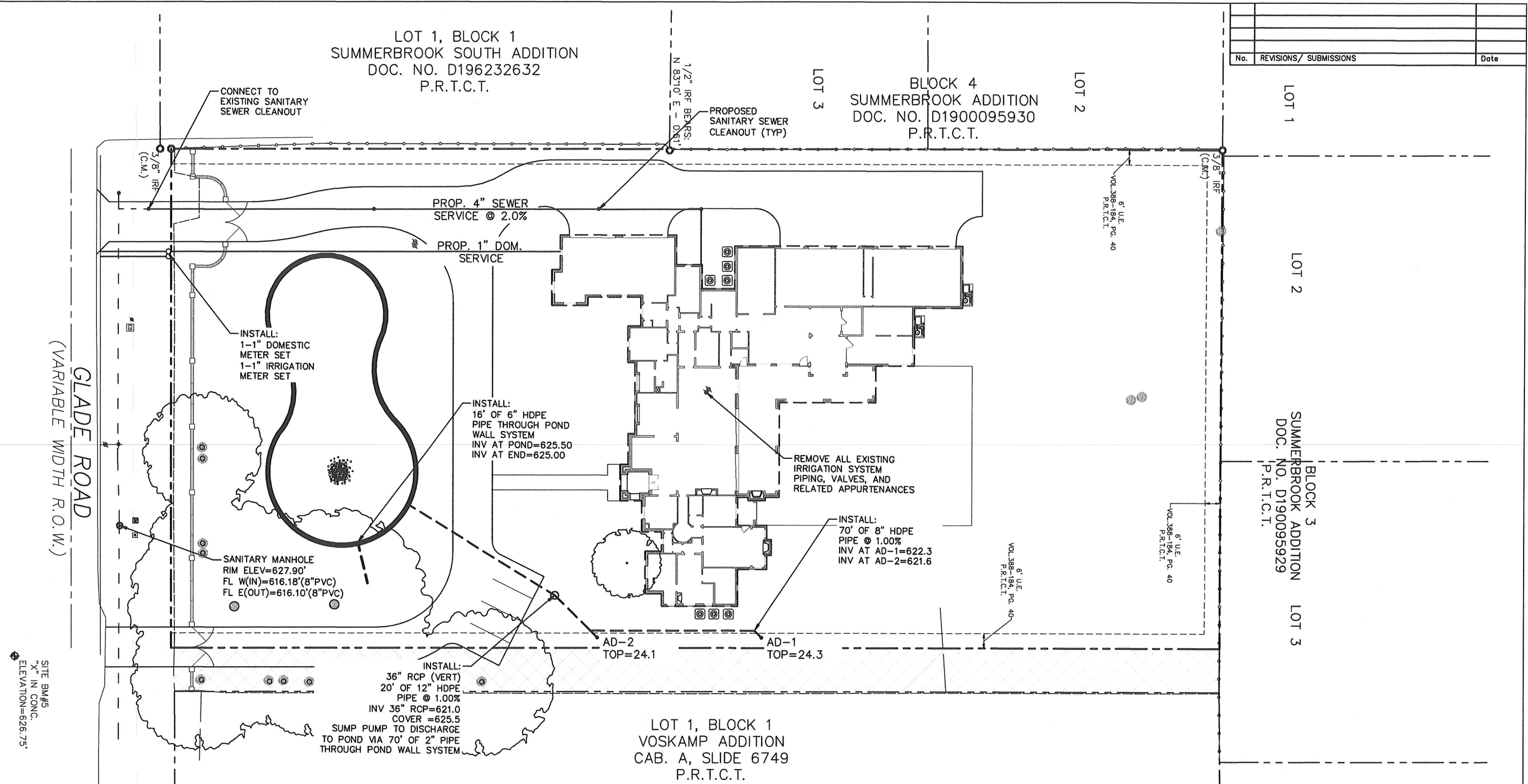
**1.93 ACRES OF LAND
LOT 1, BLOCK 1, OF THE
J. M. PRESLEY ADDITION
IN THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS.**

2308 GLADE ROAD

SITE PLAN

DESIGNED	TLH	SCALE	1"= 10'	PROJECT NO.	SHEET C-1 of
DRAWN	SDS	DATE	05-05-19		
CHECKED	TLH				

No.	REVISIONS/ SUBMISSIONS	Date



**ZONING EXHIBIT FOR ZONING
CHANGE REQUEST FROM AG TO R-40**



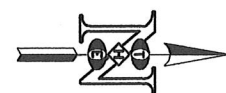
THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TEXAS 76244
(817) 913-1350 PH.
T.B.P.E. FIRM REGISTRATION NO. 006009

**1.93 ACRES OF LAND
LOT 1, BLOCK 1, OF THE
J. M. PRESLEY ADDITION
IN THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS.**

2308 GLADE ROAD

UTILITY PLAN

DESIGNED	TLH	SCALE	PROJECT NO.	SHEET
DRAWN	SDS	1" = 20'		C-3
CHECKED	TLH	DATE 05-05-19		____ of ____



0 10 20 40

Scale in Feet

PRELIMINARY
FOR INTERIM REVIEW ONLY

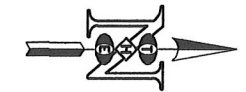
By THOMAS L. HOOVER P.E. # 62493
Date 05-05-19

THOMAS HOOVER ENGINEERING, LLC
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT
PURPOSES

LOT 1, BLOCK 1
SUMMERBROOK SOUTH ADDITION
DOC. NO. D196232632
P.R.T.C.T.

BLOCK 4
SUMMERBROOK ADDITION
DOC. NO. D1900095930
P.R.T.C.T.

No.	REVISIONS/ SUBMISSIONS	Date



0 10 20 40
Scale in Feet



LEGEND

- EXIST. TREE TO BE PROTECTED AND/OR TRANSPLANTED
- 733 EXISTING GRADE CONTOUR
- 98 PROPOSED GRADE CONTOUR
- TP 32.00 PROPOSED TOP OF PAVEMENT
- TG 32.00 PROPOSED GROUND ELEVATION
- TW 32.00 PROPOSED TOP OF WALL
- BW 32.00 PROPOSED GROUND ELEVATION AT BASE OF WALL

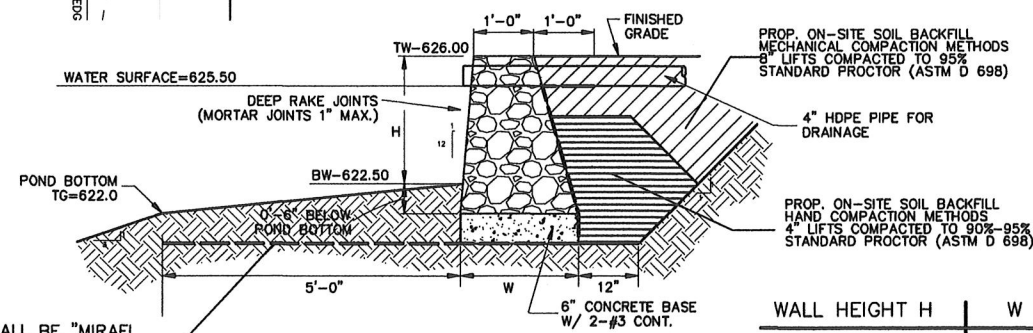
NOTE

The Contractor is to protect the existing trees during the construction of the new house. See Landscape Plan for Tree Survey.

GLADE ROAD
(VARIABLE WIDTH R.O.W.)

SITE BM#5
"X" IN CONC.
ELEVATION=626.75'

LOT 1, BLOCK 1
VOSKAMP ADDITION
CAB. A, SLIDE 6749
P.R.T.C.T.



STONE LANDSCAPE WALL DETAIL (STONE WALL 4' HIGH MAX.)

NOTE: 1. CONTRACTOR TO PROVIDE ROCK SAMPLE FOR APPROVAL BY OWNER PRIOR TO CONSTRUCTION.

PRELIMINARY FOR INTERIM REVIEW ONLY

By THOMAS L. HOOVER P.E.# 62493
Date 05-05-19

THOMAS HOOVER ENGINEERING, LLC
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

ZONING EXHIBIT FOR ZONING CHANGE REQUEST FROM AG TO R-40

THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TEXAS 76244
(817) 915-1350 PH.
T.B.P.E. FIRM REGISTRATION NO. 006009

**1.93 ACRES OF LAND
LOT 1, BLOCK 1, OF THE
J. M. PRESLEY ADDITION
IN THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS.**

2308 GLADE ROAD

GRADING PLAN

DESIGNED	TLH	SCALE	1" = 20'	PROJECT NO.		SHEET	C-2
DRAWN	SDS	DATE	05-05-19			of	
CHECKED	TLH						

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: ^{June}~~May~~ 26, 2019

Grantors: Judy Herbstreit, Connie McCarty, Nancy Beres and Kevin Paul Gursky

Grantor's Mailing Address: c/o Brian E. Chorpenning, Esq.
Chorpenning Good & Pandora Co LPA
605 S Front St Ste 210
Columbus, OH 43215-5836

Grantee: Mark R. Sanders and Jennifer H. Sanders, husband and wife

Grantee's Mailing Address: c/o Richard M. Kilgore, Esq.
Richard M. Kilgore Attorney & Counselor, PLLC
1201 N. Carroll Ave.
Southlake, TX 76092

Consideration: In consideration of Grantees bearing all costs and expense associated with that certain Trespass to Try Title action brought under Cause No. 342-307841-19 in the 342nd District Court, Tarrant County, Texas and for ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration.

Property (including any improvements): 17.5' X 420.55' strip of land located at 2308 Glade Road, Colleyville, TX 76034. **Described by Metes and Bounds in EXHIBIT "A" attached hereto**

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Subject to any and all easements, restrictions, rights-of-way, zoning, local ordinances, subdivision regulations, mineral reservations and other matters of record affecting the property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE PAGES FOLLOW]

Grantor 1 JUDY HERBSTREIT

Judy Herbstreit
Judy Herbstreit

THE STATE OF OHIO

§
§
§

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared **Judy Herbstreit** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of June, 2019.

(Personalized Seal)



JACOB BRIGGS
Notary Public, State of Ohio
My Commission Expires
April 30, 2023

Jacob Briggs
Notary Public's Signature

Printed Name: Jacob Briggs

My Commission Expires:

4/30/23

Witnessed Judy Herbstreit
On the 14th Day of June, 2019
Signed Judy Herbstreit
County of Montgomery

GRANTOR 2

CONNIE MCCARTY



Connie McCarty

THE STATE OF OHIO

COUNTY OF

Preble

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared **Connie McCarty** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of JUNE, 2019.

(Personalized Seal)

DENISE C. CRUSE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Preble County
My commission expires Nov. 14, 2023





Notary Public's Signature

Printed Name: DENISE C. CRUSE

My Commission Expires:

NOV. 14, 2023

GRANTOR 3

NANCY BERES

Nancy A Beres
Nancy Beres

THE STATE OF OHIO

§

COUNTY OF

Montgomery

§

§

BEFORE ME, the undersigned authority, on this day personally appeared **Nancy Beres** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2019.

(Personalized Seal)



TOTHA HURT, Notary Public
In and for the State of Ohio
My Commission Expires May 19, 2020

Totha Hurt
Notary Public's Signature

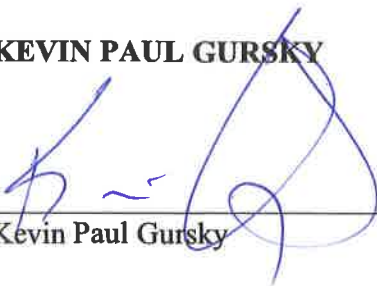
Printed Name: Totha Hurt

My Commission Expires:

5-19-20

GRANTOR 4

KEVIN PAUL GURSKY



Kevin Paul Gursky

THE STATE OF TEXAS

§

§

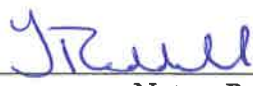
COUNTY OF TARRANT

§

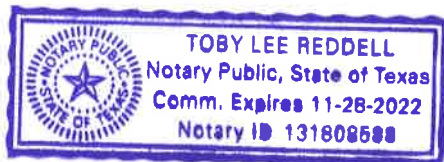
BEFORE ME, the undersigned authority, on this day personally appeared **Kevin Paul Gursky**, known to me through Texas Driver's License, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of June, 2019.

(Personalized Seal)



Notary Public's Signature



After Recording Return To:

Richard M. Kilgore
1201 N. Carroll, Ave.
Southlake, Texas 76092

Deed Without Warranty

Page 5 of 6

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
7,360 SQUARE FEET
IN THE S. COTRAIL SURVEY, A-328
CITY OF COLLEYVILL, TARRANT COUNTY, TEXAS**

All that certain 7,360 square feet of land, out of the 37.90 acre tract, described in the deed to H. T. Green and Christine A. Green, recorded in Volume 1687, Page 127 in the Public Records of Tarrant County, Texas (P.R.T.C.T.), and out of Block No. 4 of the Edinburgh American Land Mortgage Company Limited Subdivision, recorded in Volume 144, Page 240 P.R.T.C.T., in the S. Cotrail Survey, A-328, City of Colleyville, Tarrant County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the east line of the plat of Lot 1, Block 1, J. M. Presley Addition, recorded in Volume 388-184, Page 40, in the Public Records of Tarrant County, Texas.)

BEGINNING at the southeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the southwest corner of the herein described tract, in the north right-of-way line of Glade Road (R.O.W. Varies);

THENCE North - 420.55' to the northeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the northwest corner of the herein described tract, in the south line of the Block 3, Summerbrook Addition, recorded in Document Number D190095929 P.R.T.C.T.;

THENCE East - 17.50' along the south line of said Block 3, Summerbrook Addition, to the northeast corner of the hearing described tract, common to the northwest corner of Lot 1, Block 1, Voskamp Addition;

THENCE South - 420.55' along the west line of said Lot 1, Block 1, Voskamp Addition, to the southeast corner of the herein described tract, in the north right-of-way line of said Glade Road;

THENCE West - 17.50' along the north right-of-way line of said Glade Road, to the POINT OF BEGINNING and containing 7360 square feet of land.



MARY LOUISE NICHOLSON
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

RICHARD M. KILGORE
1201 N. CARROLL AVE.
SOUTHLAKE, TX 76092

Submitter: RICHARD M. KILGORE

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/9/2019 9:00 AM

Instrument #: D219148024

D

7

PGS

\$36.00

By: _____

Mary Louise Nicholson

D219148024

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



MARY LOUISE NICHOLSON
COUNTY CLERK, TARRANT COUNTY
100 W. WEATHERFORD
FORT WORTH, TX 76196-0401

Receipt Time: 07/09/2019 09:00:50 AM
Issued To: RICHARD M. KILGORE

Receipt #: 4102896

Documents

#	Type	# Pages	Quantity	Reference #	Book / Page	Amount
1	D	6	1	D219148024		\$36.00
2	SURPLUS					\$0.25
Total :						\$36.25

Payments

#	Type	Payment #	Amount	NSF
1	CHECK	4745	\$36.25	
Total Payments:			\$36.25	
			Overage Amount:\$0.25	

THANK YOU

Mary Louise Nicholson
County Clerk
Recording life's events since 2011

CAUSE NO. 342-307841-19**MARK R. SANDERS AND
JENNIFER H. SANDERS,
*Plaintiffs*****v.****JUDY HERBSTREIT, CONNIE
MCCARTY, NANCY BERES, THE
UNKNOWN HEIRS OF DEANNA
SUSAN GREEN SMITH, THE
UNKNOWN HEIRS OF H.T.
GREEN, CHRISTINE A. GREEN,
KEVIN PAUL GUERSKY AND ALL
UNKNOWN PARTIES CLAIMING
INTEREST IN 0.1943 LOCATED
ACRES AT 2308 GLADE ROAD,
COLLEYVILLE, TEXAS
*Defendants*****IN THE DISTRICT COURT****342nd JUDICIAL DISTRICT****TARRANT COUNTY, TEXAS**FILED
TARRANT COUNTY
2019 JUL -9 PM 3:26
THOMAS A. WILDER
DISTRICT CLERK**AGREED JUDGMENT**

On this day came Plaintiffs MARK R. SANDERS AND JENNIFER H. SANDERS ("Plaintiffs" or "Sanders") and Defendants JUDY HERBSTREIT, CONNIE MCCARTY, NANCY BERES, and KEVIN PAUL GURSKY and announced by and through their respective attorneys to the Court that the parties have agreed to the entry of a final Agreed Judgment. No jury having been demanded, all matters of facts and things in controversy were submitted to the Court.

The Defendants specifically admit that this Court has jurisdiction over them, over the subject matter of this suit and that venue of this lawsuit is proper in Tarrant County, Texas.

Further, Defendants do not dispute the facts stated in Plaintiffs' Original Petition, and agree that this Court issue judgment that Plaintiffs recover from Defendants Judy Herbstreit, Connie McCarty, Nancy Beres, and Kevin Paul Gursky, title to, and possession of, the real property that is the subject of this suit as described in Exhibit "A" attached hereto (the

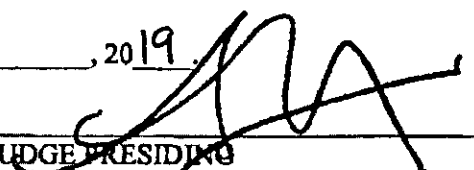
**E-MAILED**

Kilgore Reddell & Chorprenning
Clm Kilgore & Reddell 7-9-19

"Property") and that all right title and interest in the Property should hereby be vested in Plaintiffs.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiffs recover from Defendants Judy Herbstreit, Connie McCarty, Nancy Beres, and Kevin Paul Gursky, title to, and possession of, the Property described in Exhibit "A" attached hereto,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear their own attorney fees and that Plaintiffs shall be taxed with costs of the court.

SIGNED this 9th day of July, 2019.

JUDGE PRESIDING
JUDGE KIMBERLY FITZPATRICK

AGREED AS TO FORM, CONTENT AND FOR ENTRY:

ATTORNEYS FOR MARK R. SANDERS AND JENNIFER H. SANDERS;

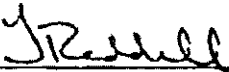
By: Richard M. Kilgore
Richard M. Kilgore
SBN 24000791
Jacob R. Shelton
SBN 24098416
Richard M. Kilgore, Attorney & Counselor, PLLC
1201 North Carroll Ave.
Southlake, TX 76092
Phone: 817/310-0987
Fax: 817/310-0999
Email: kilgorelaw@charter.net

ATTORNEY FOR DEFENDANTS
JUDY HERBSTREIT,
CONNIE MCCARTY,
NANCY BERES;



Brian E. Chorpénning, Esq.
Supreme Court Number 0000714
Chorpénning Law Co. LPA
789 South Front Street
Columbus, Ohio 43206
(614) 506-3127
bcc@chorgood.com

ATTORNEY FOR DEFENDANT
KEVIN PAUL GURSKY;



Toby L. Reddell
Texas Bar no. 24097127
De La Cruz & Reddell, PLLC
408 Fourth Street, Suite B
Graham, Texas 76450
(940) 549-5555
www.grahamattorney.com

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION 7,360 SQUARE FEET IN THE S. COTRAIL SURVEY, A-328 CITY OF COLLEYVILL, TARRANT COUNTY, TEXAS

All that certain 7,360 square feet of land, out of the 37.90 acre tract, described in the deed to H. T. Green and Christine A. Green, recorded in Volume 1687, Page 127 in the Public Records of Tarrant County, Texas (P.R.T.C.T.), and out of Block No. 4 of the Edinburgh American Land Mortgage Company Limited Subdivision, recorded in Volume 144, Page 240 P.R.T.C.T., in the S. Cotrail Survey Survey, A-328, City of Colleyville, Tarrant County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the east line of the plat of Lot 1, Block 1, J. M. Presley Addition, recorded in Volume 388-184, Page 40, in the Public Records of Tarrant County, Texas.)

BEGINNING at the southeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the southwest corner of the herein described tract, in the north right-of-way line of Glade Road (R.O.W. Varies);

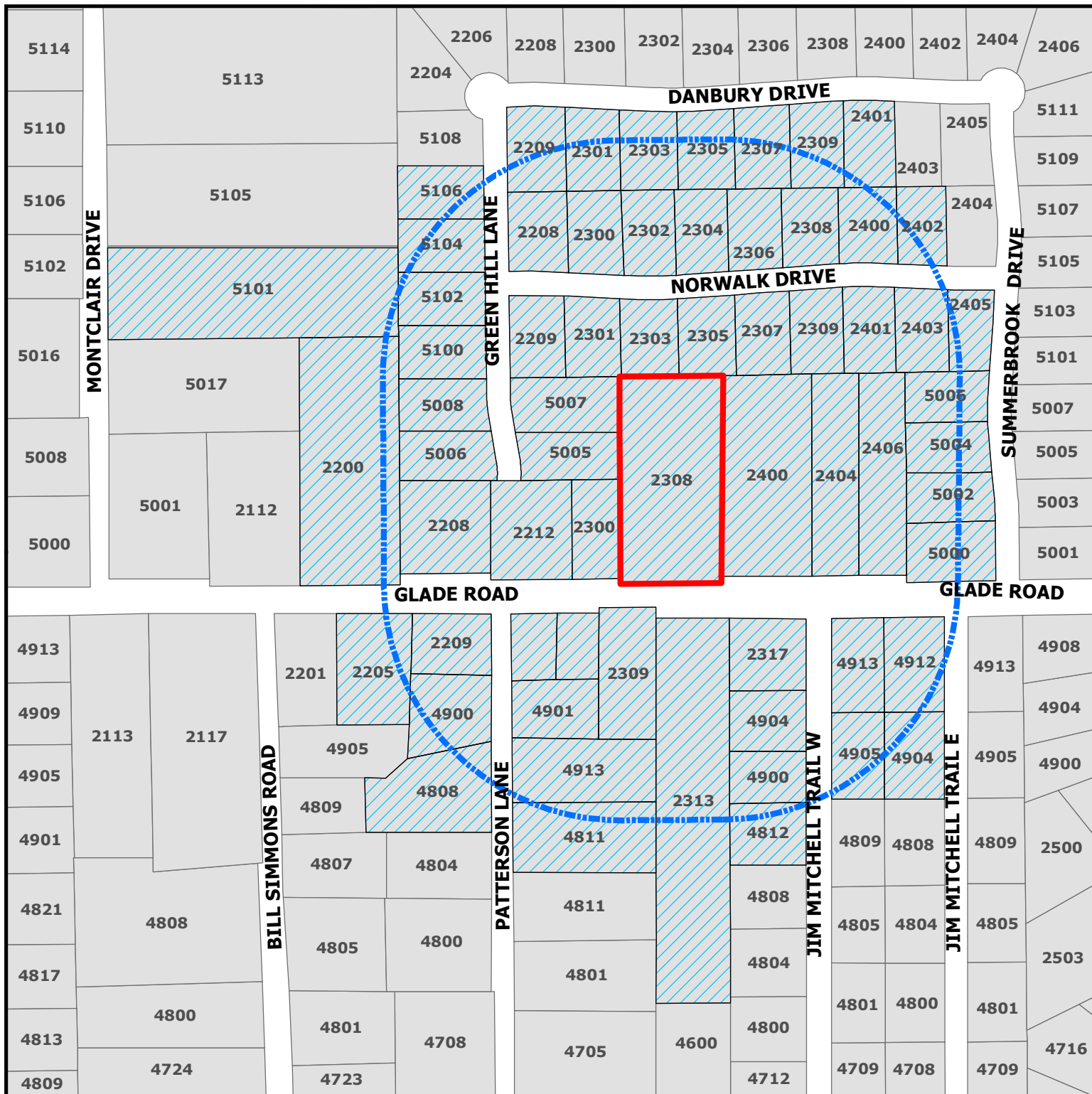
THENCE North - 420.55' to the northeast corner of said Lot 1, Block 1, J. M. Presley Addition, common to the northwest corner of the herein described tract, in the south line of the Block 3, Summerbrook Addition, recorded in Document Number D190095929 P.R.T.C.T.;

THENCE East - 17.50' along the south line of said Block 3, Summerbrook Addition, to the northeast corner of the herein described tract, common to the northwest corner of Lot 1, Block 1, Voskamp Addition;

THENCE South - 420.55' along the west line of said Lot 1, Block 1, Voskamp Addition, to the southeast corner of the herein described tract, in the north right-of-way line of said Glade Road;

THENCE West - 17.50' along the north right-of-way line of said Glade Road, to the POINT OF BEGINNING and containing 7360 square feet of land.

Notification Map

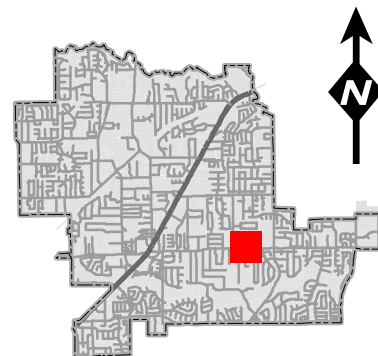


ZC19-003

2308 Glade Road

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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
SNEAD, DAVID	4900 PATTERSON LN	COLLEYVILLE, TX	76034	4900 PATTERSON LN
COBURN, TERI	2325 CHANDELLE DR	IRVING, TX	75060	4913 W JIM MITCHELL TR
RYPKEMA, WILLARD M	2306 NORWALK DR	COLLEYVILLE, TX	76034	2306 NORWALK DR
OSIER, GARY	2212 GLADE RD	COLLEYVILLE, TX	76034	2212 GLADE RD
BROWN, KIRK L	2309 NORWALK DR	COLLEYVILLE, TX	76034	2309 NORWALK DR
STUBBE, MARK	5302 WALNUT LN	COLLEYVILLE, TX	76034	4901 PATTERSON LN
BAHBAHANI, SALAH	4801 SHADYCREEK LN	COLLEYVILLE, TX	76034	2406 GLADE RD
ALLBEE, GARY	5000 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5000 SUMMERBROOK DR
MCGUIRK, PAUL	2403 NORWALK DR	COLLEYVILLE, TX	76034	2403 NORWALK DR
BYRD, BRANDON T	4904 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4904 E JIM MITCHELL TR
SUMMERBROOK HOMEOWNERS ASSOC	PO BOX 864	COLLEYVILLE, TX	76034	2405 NORWALK DR
STUIT, RYAN	5100 GREEN HILL LN	COLLEYVILLE, TX	76034	5100 GREEN HILL LN
RECK MANAGEMENT TRUST	4811 PATTERSON LN	COLLEYVILLE, TX	76034	2200 GLADE RD
BRYANT, CONSOLATA ADHIAMBRO	2313 GLADE RD	COLLEYVILLE, TX	76034	2313 GLADE RD
BAHBAHANI, SALAH	4801 SHADYCREEK LN	COLLEYVILLE, TX	76034	2404 GLADE RD
ATWOOD, JOHN T	2209 NORWALK DR	COLLEYVILLE, TX	76034	2209 NORWALK DR
EADES, ERMA JEAN	2303 NORWALK DR	COLLEYVILLE, TX	76034	2303 NORWALK DR
HUFF, DAVID A	5006 GREEN HILL LN	COLLEYVILLE, TX	76034	5006 GREEN HILL LN
RYAN, MICHAEL	2305 DANBURY DR	COLLEYVILLE, TX	76034	2305 DANBURY DR
TAYLOR, BRETT MATTHEW	5005 GREEN HILL LN	COLLEYVILLE, TX	76034	5005 GREEN HILL LN
SPORL, PATRICK A	5106 GREEN HILL LN	COLLEYVILLE, TX	76034	5106 GREEN HILL LN
SANDERS, MARK	2308 GLADE RD	COLLEYVILLE, TX	76034	2308 GLADE RD
COOPER, RACHEL	2309 DANBURY DR	COLLEYVILLE, TX	76034	2309 DANBURY DR
MILLS J L & L M MILLS REVOCABL	2401 NORWALK DR	COLLEYVILLE, TX	76034	2401 NORWALK DR
HASBACH, ROBERT R	5006 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5006 SUMMERBROOK DR
NAUS, JOHN	2400 GLADE RD	COLLEYVILLE, TX	76034	2400 GLADE RD
GONZALEZ, GONZALO	2305 NORWALK DR	COLLEYVILLE, TX	76034	2305 NORWALK DR
PRINCE, DANIEL	1211 SWEETBRIAR	RUSTON, LA	71270	2303 DANBURY DR
GREER, JO ELLEN	4904 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4904 W JIM MITCHELL TR
DEUPREE, JOE M	5101 MONTCLAIR DR	COLLEYVILLE, TX	76034	5101 MONTCLAIR DR
GILLAN, DAVID B	2301 NORWALK DR	COLLEYVILLE, TX	76034	2301 NORWALK DR
MULVEY, LEAH	2317 GLADE RD	COLLEYVILLE, TX	76034	2317 GLADE RD
BLAIR, DAVID	2401 DANBURY DR	COLLEYVILLE, TX	76034	2401 DANBURY DR
HEARN, GREGORY T	2208 NORWALK DR	COLLEYVILLE, TX	76034	2208 NORWALK DR
NESBITT, WILLIAM H	2208 GLADE RD	COLLEYVILLE, TX	76034	2208 GLADE RD
MILLER, STEVEN	4905 W JIM MITCHELL TR	COLLEYVILLE, TX	76034	4905 W JIM MITCHELL TR
REYNOLDS, PAUL R	2302 NORWALK DR	COLLEYVILLE, TX	76034	2302 NORWALK DR
VINCENT, JANIE K	2309 GLADE RD	COLLEYVILLE, TX	76034	2309 GLADE RD
GREGG, LINDA MARY	5002 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5002 SUMMERBROOK DR
LITTLE, SUMMER	4912 JIM MITCHELL TRL E	COLLEYVILLE, TX	76034	4912 E JIM MITCHELL TR
RIDDLE, JOHN R	5007 GREEN HILL LN	COLLEYVILLE, TX	76034	5007 GREEN HILL LN
BLAIES, GRANT D	2402 NORWALK DR	COLLEYVILLE, TX	76034	2402 NORWALK DR
DORSEY, WM H	2304 NORWALK DR	COLLEYVILLE, TX	76034	2304 NORWALK DR
SEYBERT, DAVID	5102 GREEN HILL LN	COLLEYVILLE, TX	76034	5102 GREEN HILL LN
				4913 PATTERSON LN
HERRERA, EDUARDO R	5104 GREEN HILL LN	COLLEYVILLE, TX	76034	5104 GREEN HILL LN
FELLS-BOHANON, BEVERLY	5008 GREEN HILL LN	COLLEYVILLE, TX	76034	5008 GREEN HILL LN
ATCHLEY, CHAD R	5004 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5004 SUMMERBROOK DR
GLUCK, MICHAEL	2400 NORWALK DR	COLLEYVILLE, TX	76034	2400 NORWALK DR
				4811 PATTERSON LN
STILWILL, DAVID	2308 NORWALK DR	COLLEYVILLE, TX	76034	2308 NORWALK DR
GARLISH, JAMES	4808 PATTERSON LN	COLLEYVILLE, TX	76034	4808 PATTERSON LN
BROUSSARD, WHITNEY	2307 NORWALK DR	COLLEYVILLE, TX	76034	2307 NORWALK DR
PATTERSON, MICHAEL E	2205 GLADE RD	COLLEYVILLE, TX	76034	2205 GLADE RD
WELLS SUSAN G RESIDENCE TRUST	5105 MONTCLAIR DR	COLLEYVILLE, TX	76034	4812 W JIM MITCHELL TR
FRYE, JORDAN ALAN	4900 JIM MITCHELL TRL W	COLLEYVILLE, TX	76034	4900 W JIM MITCHELL TR
LYNN, GARY L	2300 GLADE RD	COLLEYVILLE, TX	76034	2300 GLADE RD
TUTTLE, R DEREK	2209 DANBURY DR	COLLEYVILLE, TX	76034	2209 DANBURY DR
KHAN, ABDUN	4820 N HAVEN	DALLAS, TX	75229	2209 GLADE RD
MULVEY, JOHN M	2301 GLADE RD	COLLEYVILLE, TX	76034	2301 GLADE RD
PADILLA, J BENJAMIN	2301 DANBURY DR	COLLEYVILLE, TX	76034	2301 DANBURY DR
NGUYEN, TOM VAN	2307 DANBURY DR	COLLEYVILLE, TX	76034	2307 DANBURY DR
MA, HUNG Q	2300 NORWALK DR	COLLEYVILLE, TX	76034	2300 NORWALK DR
EMMERT, HEATH N	2305 GLADE RD	COLLEYVILLE, TX	76034	2305 GLADE RD
BROOK MEADOWS ADDITION	P.O. BOX 492	COLLEYVILLE, TX	76034	COURTESY NOTICE
LEYTON GROVE ADDITION	P.O. BOX 1672	COLLEYVILLE, TX	76034	COURTESY NOTICE
SUMMERBROOK ADDN (COLLEYVILLE)	P.O. BOX 864	COLLEYVILLE, TX	76034	COURTESY NOTICE
SUMMERBROOK WEST ADDN	P.O. BOX 864	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
REID, GREG	P.O. BOX 444	KELLER, TX	76244	APPLICANT

Public hearing notices were mailed on April 26, 2019

Ben Bryner

To: The Gillans
Subject: RE: Case: ZC19-003 2308 Glade Road

From: The Gillans <>

Sent: Monday, June 3, 2019 10:11 AM

To: Ben Bryner <BBryner@colleyville.com>; Eddie Wilson <EWilson@colleyville.com>; Jamie Mainard <JMainard@colleyville.com>; Les Folse <LFolse@colleyville.com>; dalexander@colleyville.com; Kelly D. Minor <kminor@colleyville.com>; Jackie Reyff <JReyff@colleyville.com>; Araceli Botello <ABotello@colleyville.com>
Cc: David Gillan <>; Richard Newton <RNewton@colleyville.com>; Tammy Nakamura <TNakamura@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>; Kathy Wheat <KWheat@colleyville.com>; George Dodson <GDodson@colleyville.com>; Callie Rigney <CRigney@colleyville.com>; Chuck Kelley <CKelley@colleyville.com>
Subject: Case: ZC19-003 2308 Glade Road

Good morning,

We are the homeowners at 2301 Norwalk Drive in Colleyville. We would like submit a request/concern regarding the property at 2308 Glade Road. This property is currently being developed - the home and vegetation have been demolished/removed and a zoning change has been submitted.

Changes related to this property are on the June 4th City Council agenda - agenda number 5b / Number ordinance: O-19-2081. We did receive a notice from the City related to this request. I (Lynda) personally spoke to Ben Bryner at the City regarding my concerns. I would now like to put that concern in writing as I will not be able to attend the City Council meeting.

My concern, and that of several of my neighbors, is related to drainage on the property. Based on the zoning change and related notes there will be a new dwelling and potential out buildings, pool, landscaping, etc. on this property. The property appears to be level at current state - our collective concern is any potential elevation changes on the property may impact drainage which could have an adverse impact on the homes/property along Norwalk Drive and Green Hill Lane in Summerbrook.

I am bringing this concern to the City at this time so that when development plans are brought forward for approval the plans can be evaluated by the team at the City including an engineer to review/approve the drainage to ensure there is no adverse impact to properties in Summerbrook. We would like to ensure that this build out coupled with the future road improvement work on Glade Road will not adversely impact our property.

While I have mentioned my neighbors in this email - I believe they will independently bring this concern forward to the City either in writing or in person.

Thank you in advance for addressing this concern.

David Gillan and Lynda Watters
2301 Norwalk Drive
Colleyville, Tx 76034
817-329-0686 home
817-915-0686 cell



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City»«Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, May 13, 2019 at 7:00 p.m.
City Council Meetings: Tuesday, June 4, 2019 & Tuesday, June 18, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district. The purpose is to rezone from AG to R-40 in order to plat the property. The owner intends to demolish the current home to allow for the construction of a new single-family residential home.

Zoning Case: ZC19-003

Applicant: Greg Reid

Owner: Mark and Jennifer Sanders

Location: 2308 Glade Road

Property Description: Lot 1, Block 1, of the J.M. Presley Addition and 17.5 feet along the east boundary

Present Zoning: AG Agricultural district

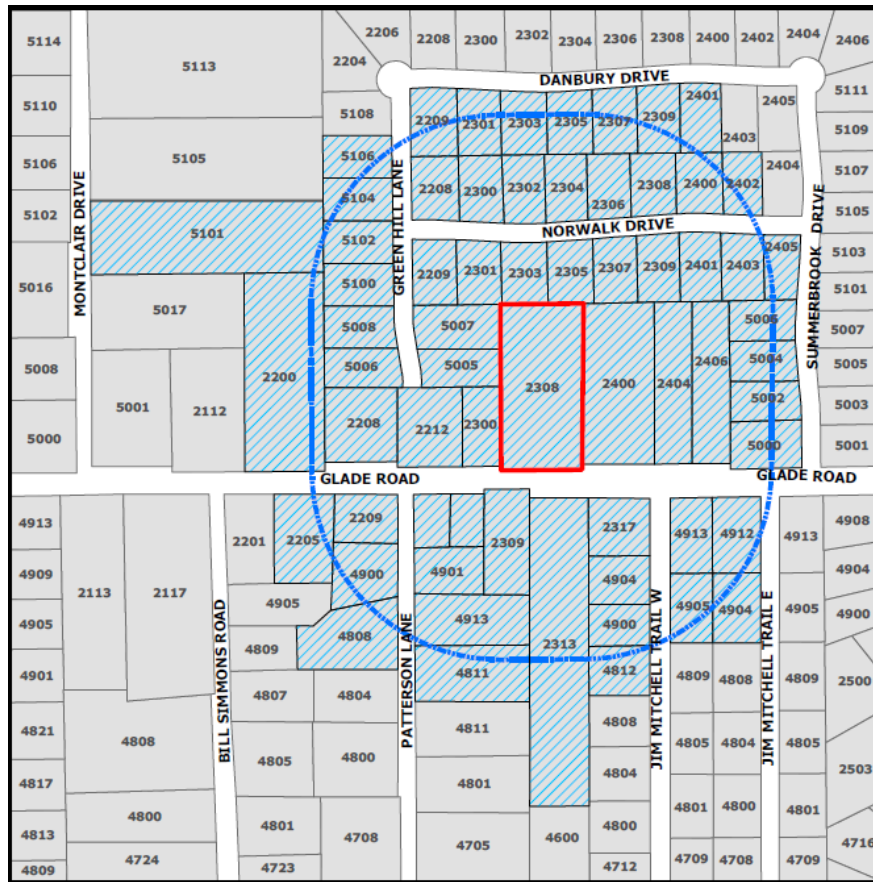
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

NOTICE OF PUBLIC HEARING

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyer

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-19-2081

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 1.93 ACRES, BEING LOT 1, BLOCK 1, OF THE J.M. PRESLEY ADDITION AND 17.5 FEET EAST OF THE LOT, LOCATED AT 2308 GLADE ROAD, FROM THE AG AGRICULTURAL DISTRICT TO THE RE SINGLE FAMILY 'ESTATE' RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case ZC19-003; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

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

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

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices

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

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.93 acres, being Lot 1, Block 1, of the J.M. Presley Addition and 17.5 feet east of the lot located at 2308 Glade Road, from the AG Agricultural district to the RE Single Family 'Estate' Residential district, as depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein, and subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City

shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4th day of June 2019.

The second reading and public hearing being conducted on the 16th day of July 2019.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 16TH DAY OF JULY 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"- Zoning Map



[illegible]

	THOMAS HOOVER ENGINEERING, LLC 1824 W. 10TH STREET KELLER, TEXAS 76244 TEL: 817.326.7700 FAX: 817.326.7701		PROJECT NO. SHEET 1 OF 1
	1.03 ACRES OF LAND LOT 3 BLOCK 2 OF THE J. M. PRESLEY ADDITION IN THE CITY OF COLLEYSVILLE, TARRANT COUNTY, TEXAS. 2308 GLADE ROAD		
SITE PLAN		TH SCALE 1" = 10'	DESIGNED DRAWN DATE

BY <u>THOMAS L. HOOPER</u> <i>P.E.</i> <u>06483</u> Date <u>05-05-10</u>	THOMAS HOOPER ENGINEERING, LLC NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES
PREPARED BY/ENGINEER THOMAS HOOPER ENGINEERING, LLC 2000 W. 10TH AVE. KILLAR, TX 78744 817/913-1300 CONTACT: THOMAS HOOPER tom.thompson@thehooper.com	

PREPARER/ENGINEER
THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1809
KELLER, TX 76244
817/913-1350
CONTACT: THOMAS HOOVER
tom.theng@yahoo.com

THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TX 76244
817/913-1350

CONTACT: THOMAS HOOVER
tom.theny@yahoo.com



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9a

Agenda Date 7/16/2019

Number Resolution R-19-4402

Type Resolution

Department Community Development

Title

Request for a variance to certain provisions of Section 3.24.G, Schedule of District Regulations on Lot 1R2, Block 1, of the Mockingbird Hill Addition, located at 6260 Pool Road, Case VC19-001

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Bryan and Beth Hill, the owners, have submitted a request for a major variance to allow for the construction of a new single-family residence to encroach into the required 25 foot side yard setbacks per the zoning.

Existing Conditions/Background: The subject property, 6260 Pool Road, resides on the west side of Pool Road north of the intersection of Highland Meadow Drive and Pool Road. An Amending Plat was approved and filed in April 2019 creating a 2.94 acre lot. The subject property has both AG and R-40 zoning and is currently undeveloped. The lot previously had a house, but it has been removed.

Requested Variance: The applicant is requesting a major variance to allow for the construction of a new single-family residence to encroach into the required 25 foot side yard setbacks. The proposed house will be located 18 feet off of the south property line and 17 feet off of the north property line.

Ordinance – Section 3.24.G - Schedule of District Regulations requires a minimum side yard setback of 25 feet for both the AG Agricultural and RE Single Family 'Estate' Residential zoning districts.

Chapter 1 (General Provisions) of the Land Development Code authorizes the City Council to grant a major variance to the setback standards set forth in Chapter 3 (Land Use):

“Major Variances: Permit such variance of the front yard, side yard, rear yard, lot width, lot depth, coverage, minimum sidewalk or setback standards, or visibility obstruction regulations where the literal enforcement of the provisions of this ordinance would result in an unnecessary hardship, and where such variance is

necessary to permit a specific parcel of land which differs from other parcels of land in the same district by being of such restricted area, shape or slope that it cannot be developed in a manner commensurate with the development permitted upon other parcels of land in the same district. A modification of the standards established by this ordinance shall not be granted to relieve a self-created or personal hardship, nor for financial reason only, nor shall such modification be granted to permit any person a privilege in developing a parcel of land not permitted by this ordinance to other parcels of land in the district. A deviation greater than ten percent (10%) of a regulation shall be considered a major variance request."

Analysis – The subject property is requesting to construct a new single-family residence on the lot that will encroach into the required side yard setbacks, which is not allowed per the Land Development Code. The applicants are requesting a major variance to allow for this to occur.

Should the major variance request be denied, the applicant will be required to comply with all of the regulations for construction of the home with regard to the required yard setbacks.

Surrounding Development: The properties to the north and south are zoned AG Agricultural district. There is an individual property to the south that is zoned R-20 Single Family Residential district. The properties to the west are zoned R-20. The properties to the east are located within the City of Grapevine. All adjacent properties are developed with single family homes.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no formal correspondence has been received.

Staff Recommendation: Staff recommends approval of the request.

Financial Impact

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

Recommendation

Approve

Attachments

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

4. Site Plan
5. Notification Map
6. Notification List
7. Property Owner Notification Letter
8. Resolution R-19-4402

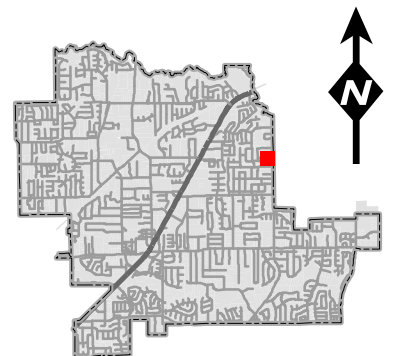
Aerial Map



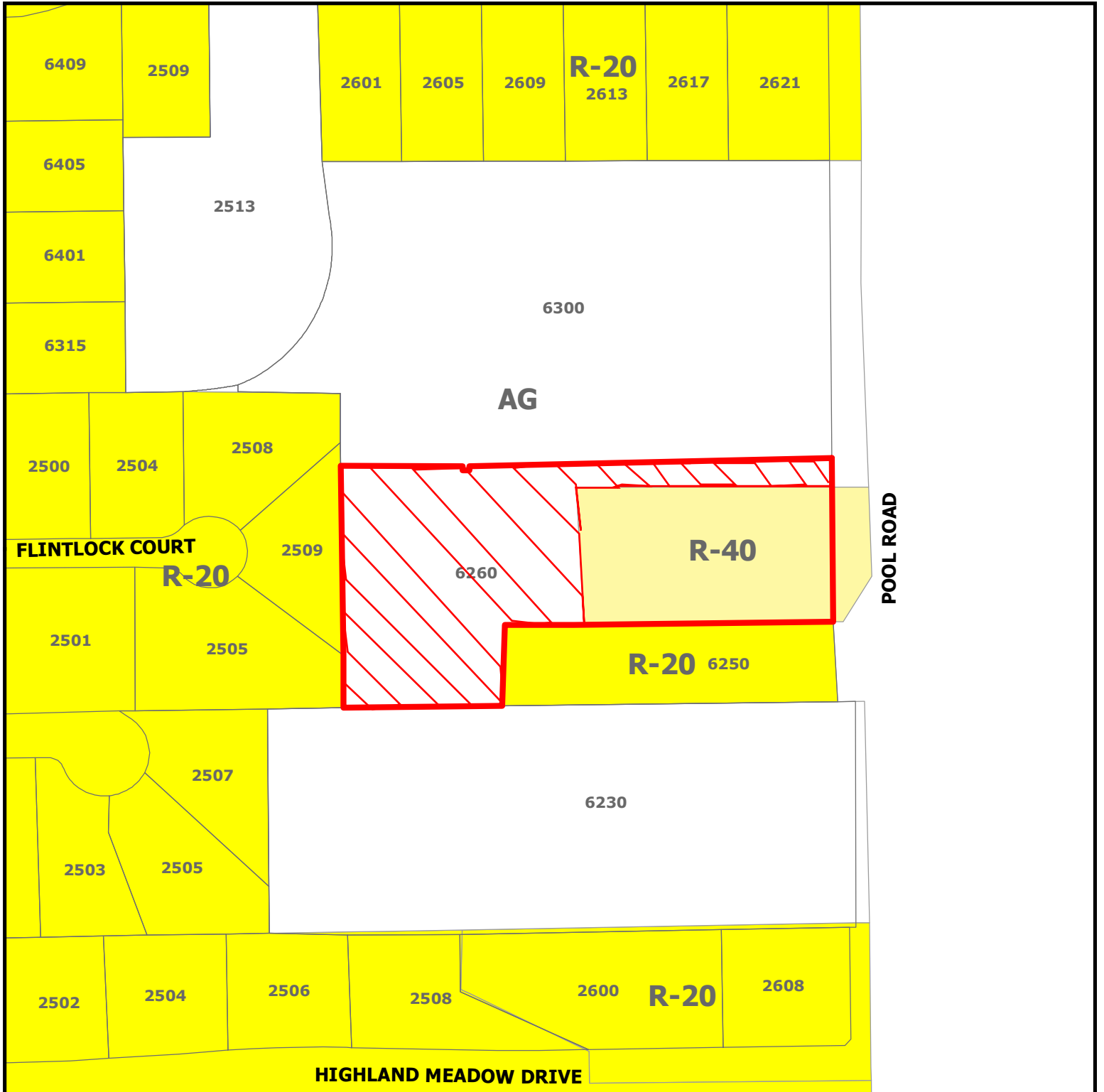
VC19-001
6260 Pool Road

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

 Subject Property



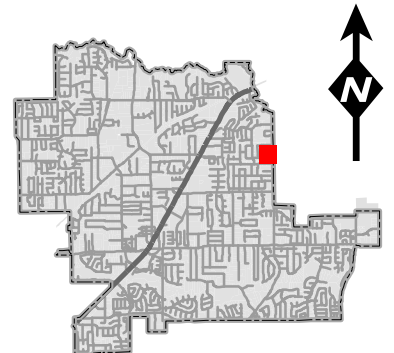
Zoning Map



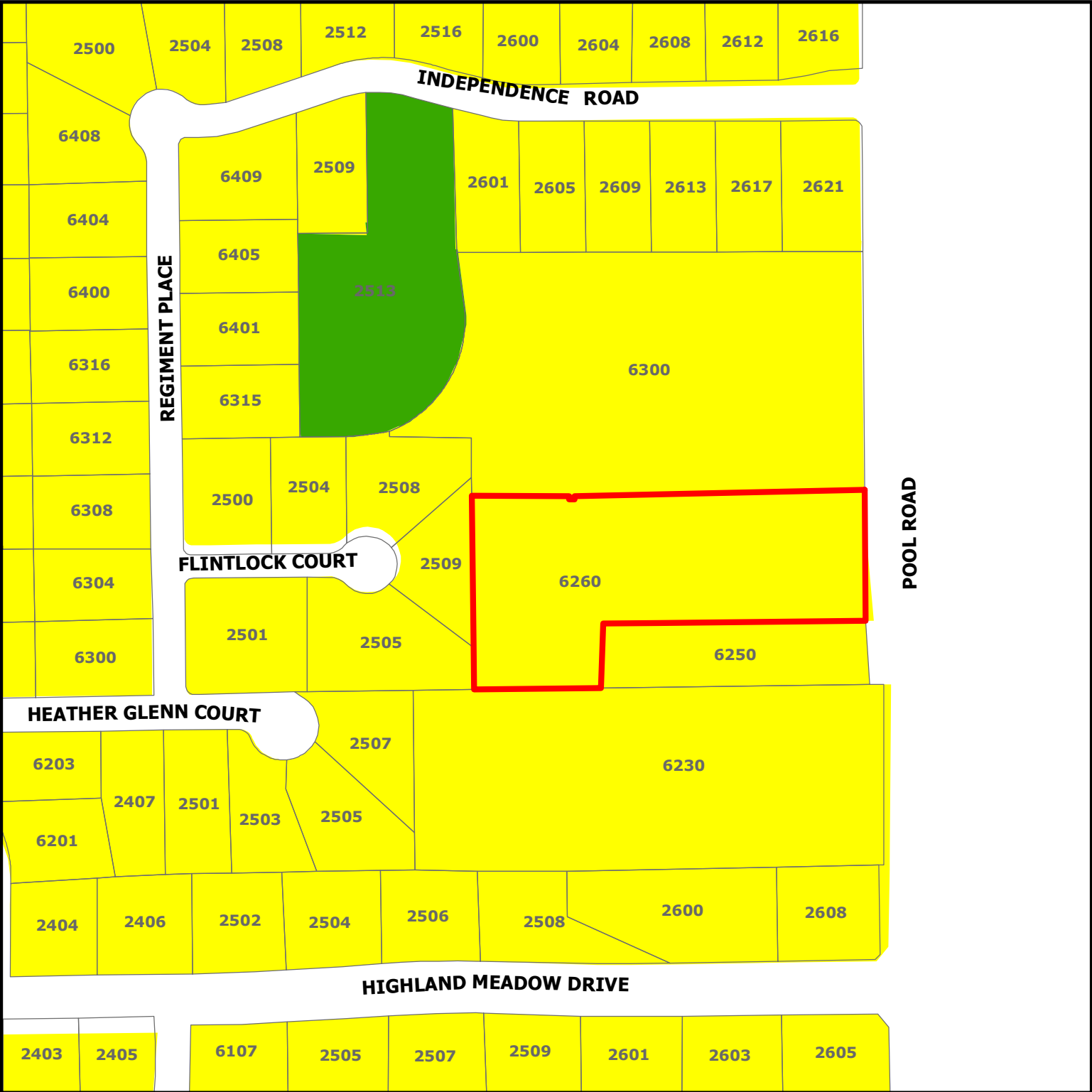
VC19-001
6260 Pool Road

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

 Subject Property



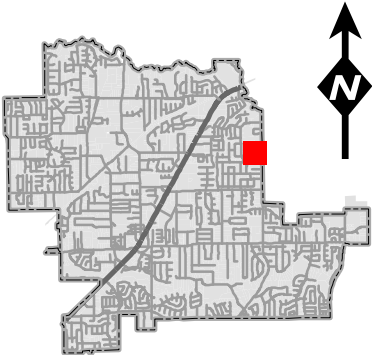
Future Land Use Map



VC19-001
6260 Pool Road

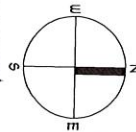
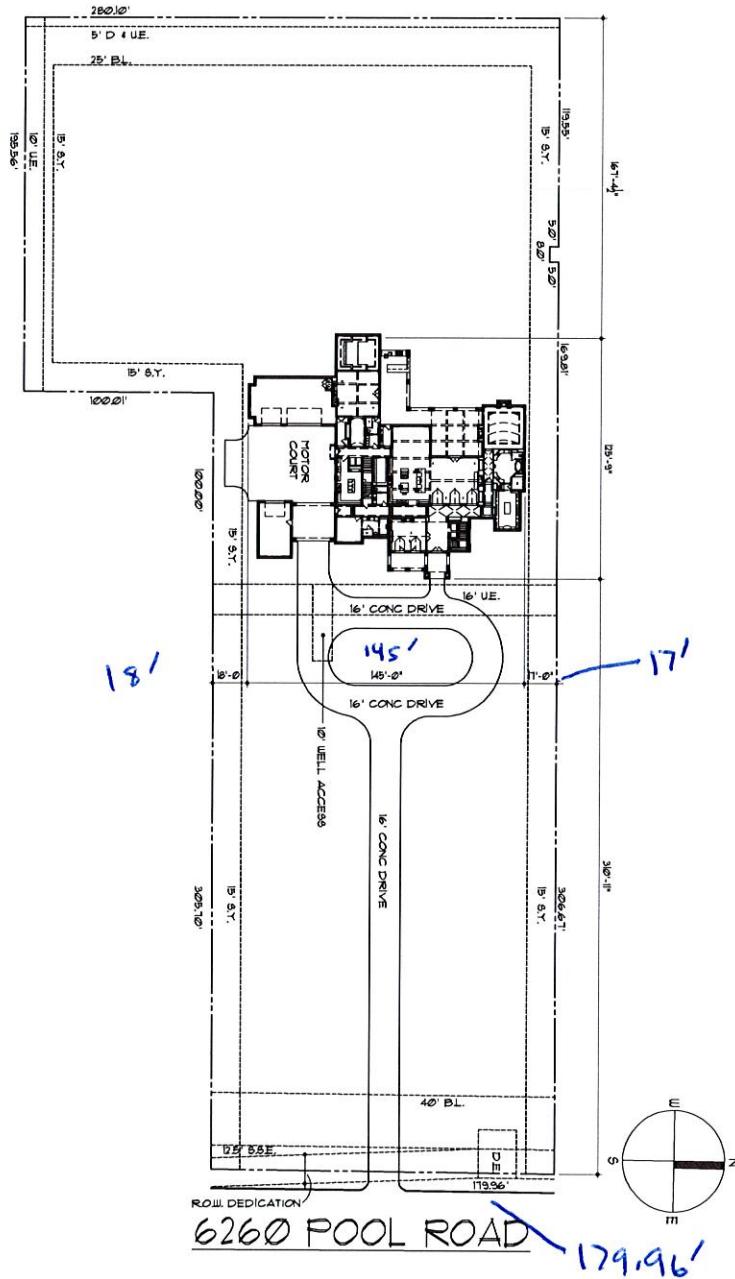
DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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

-  Subject Property
-  Residential
-  Open Space; Parks



SITE PLAN

1" = 30'-0"

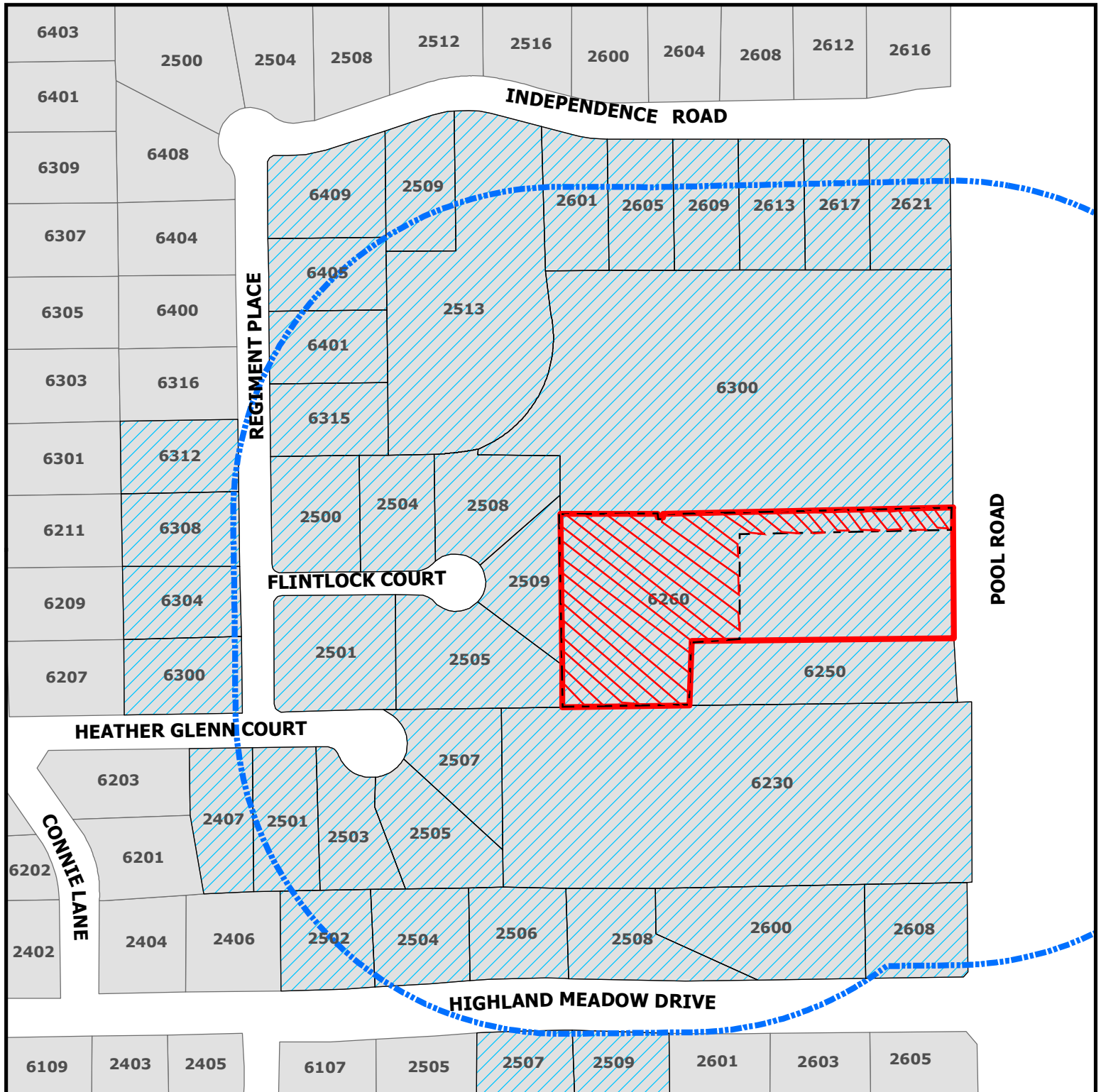


ROLL DEDICATION

6260 POOL ROAD

179.96'

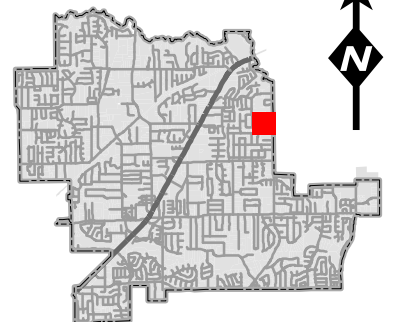
Notification Map



VC19-001
6260 Pool Road

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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
LUEVANO, JAVIER A	2507 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2507 HIGHLAND MEADOW DR
ALIBHAI, MANSOOR G	2682 BRENNER DR	DALLAS, TX	75220	2500 FLINTLOCK CT
ANTHONY, DREY	2503 HEATHER GLEN CT	COLLEYVILLE, TX	76034	2503 HEATHER GLENN CT
ARAB, SALMAN H	2609 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2609 INDEPENDENCE RD
ASH, STEVEN	6308 REGIMENT PL	COLLEYVILLE, TX	76034	6308 REGIMENT PL
BRECHT, WILLIAM	2508 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2508 HIGHLAND MEADOW DR
CAIN, CHRISTOPHER	2601 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2601 INDEPENDENCE RD
CHAN, ALFONSO	6300 POOL RD	COLLEYVILLE, TX	76034	6300 POOL RD
CHAN, ALFONSO	6300 POOL RD	COLLEYVILLE, TX	76034	6260 POOL RD
COWEE, THOMAS J	6304 REGIMENT PL	COLLEYVILLE, TX	76034	6304 REGIMENT PL
CROUSER, MARK L	2621 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2621 INDEPENDENCE RD
DEWAN, MADHUSUDAN	2501 FLINTLOCK CT	COLLEYVILLE, TX	76034	2501 FLINTLOCK CT
F H C TRUST	2140 HALL JOHNSON RD # 102-174	GRAPEVINE, TX	76051	2506 HIGHLAND MEADOW DR
GAUTHIER, NELIDA R	2617 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2617 INDEPENDENCE RD
GULBRANSON, JON CARLO	2605 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2605 INDEPENDENCE RD
HEFNER, ALICIA M	2501 HEATHER GLENN CT	COLLEYVILLE, TX	76034	2501 HEATHER GLENN CT
HERITAGE COLONY HOMEOWNERS ASN	P.O0 BOX 1122	COLLEYVILLE, TX	76034	2513 INDEPENDENCE RD
HEYGOOD, MICHAEL E	2504 FLINTLOCK CT	COLLEYVILLE, TX	76034	2504 FLINTLOCK CT
JACOBI, JAMES A	6250 POOL RD	COLLEYVILLE, TX	76034	6250 POOL RD
JACOBS, DON G	2502 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2502 HIGHLAND MEADOW DR
KHAN, ABDUL RASHID	6315 REGIMENT PL	COLLEYVILLE, TX	76034	6315 REGIMENT PL
KUMAR, RAJ	6405 REGIMENT PL	COLLEYVILLE, TX	76034	6405 REGIMENT PL
MARTIN, HEULIN	2407 HEATHER GLEN CT	COLLEYVILLE, TX	76034	2407 HEATHER GLENN CT
MILLIKEN, PEGGY	6401 REGIMENT PL	COLLEYVILLE, TX	76034	6401 REGIMENT PL
MUSSER, MICHAEL	2509 FLINTLOCK CT	COLLEYVILLE, TX	76034	2509 FLINTLOCK CT
NELSON, DANIEL A	6312 REGIMENT PL	COLLEYVILLE, TX	76034	6312 REGIMENT PL
REED, DAVID S	2613 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2613 INDEPENDENCE RD
RICHARDSON, MICHAEL	2505 FLINTLOCK CT	COLLEYVILLE, TX	76034	2505 FLINTLOCK CT
ROUNKLES, JOSEPH	6409 REGIMENT PL	COLLEYVILLE, TX	76034	6409 REGIMENT PL
SANDERS, JOSEPH L	2508 FLINTLOCK CT	COLLEYVILLE, TX	76034	2508 FLINTLOCK CT
STONE, JACOB	2817 BROOKSHIRE DR	GRAPEVINE, TX	76051	2608 HIGHLAND MEADOWS DR
TEUTSCH, ROBERT	2507 HEATHER GLENN CT	COLLEYVILLE, TX	76034	2507 HEATHER GLENN CT
THE KIMBALL FAMILY LIVING TRUS	2505 HEATHER GLENN CT	COLLEYVILLE, TX	76034	2505 HEATHER GLENN CT
TORKELSON, JULIE	6300 REGIMENT PL	COLLEYVILLE, TX	76034	6300 REGIMENT PL
VALK, DON	4000 N MACARTHUR BLVD STE A132	IRVING, TX	75038	6230 POOL RD
WAGNER, JEDEDIAH	2509 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2509 HIGHLAND MEADOW DR
WRIGHT, GREGORY	6005 LANSFORD LN	COLLEYVILLE, TX	76034	2600 HIGHLAND MEADOWS DR
ZIMMER, WILLIAM	2509 INDEPENDENCE RD	COLLEYVILLE, TX	76034	2509 INDEPENDENCE RD
ZINGA, MICHAEL	2504 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2504 HIGHLAND MEADOW DR
HERITAGE COLONY ADDITION	P.O. BOX 1122	COLLEYVILLE, TX	76034	COURTESY NOTICE
HIGHLAND MEADOWS ADDN	2101 HIGH GATE DRIVE	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
CEBALLOS, GRAYSON	220 ELM STREET, SUITE 200	LEWISVILLE, TX	75057	APPLICANT
CITY OF GRAPEVINE	200 S. MAIN STREET	GRAPEVINE, TX	76051	COURTESY NOTICE

Public hearing notices were mailed out on June 28, 2019



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

**City Council Meeting: Tuesday, July 16, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Request for a variance to certain provisions of Section 3.24.G, Schedule of District Regulations on Lot 1R2, Block 1, of the Mockingbird Hill Addition, located at 6260 Pool Road. The request is allow for 15-foot side yard setbacks in lieu of the required 25 feet for the zoning on the property.

Zoning Case: VC19-001

Applicant: Grayson Ceballos

Owner: Bryan Hill

Location: 6260 Pool Road

Property Description: Lot 1R2, Block 1, of the Mockingbird Hill Addition

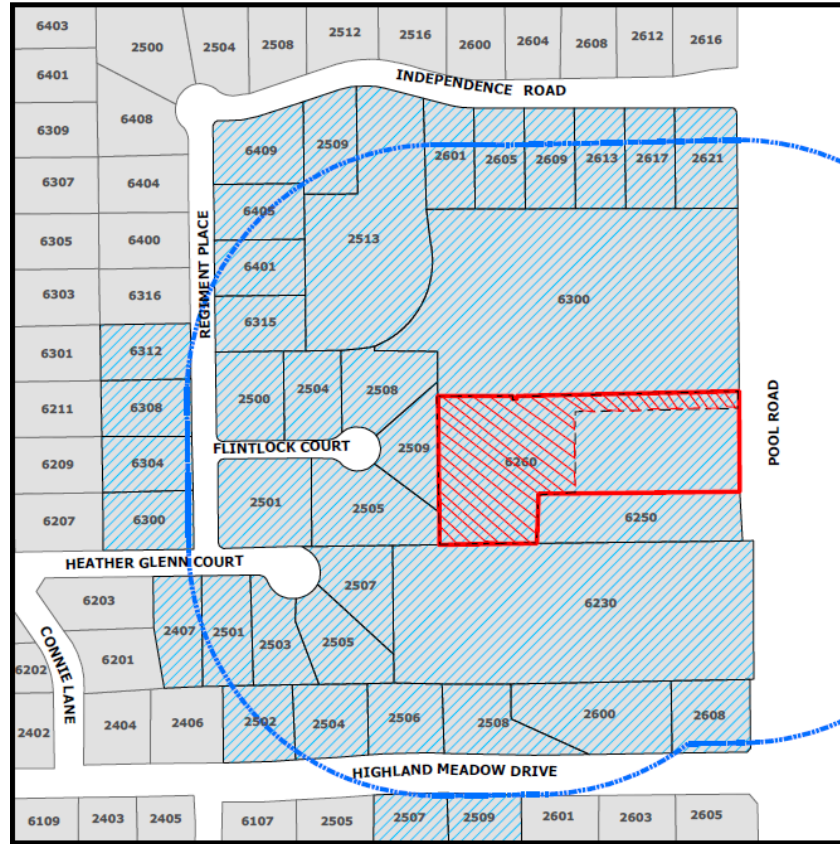
Present Zoning: R-40 Single Family Residential and AG Agricultural

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved City tax roll. Action by the City Council serves as a final action on the request.

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

**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>.

For additional information, please contact the Community Development Department at 817.503.1052. Please reference the zoning case number when requesting information.

Ben Bryner
Community Development Director
bbryner@colleyville.com

RESOLUTION R-19-4402

**A RESOLUTION APPROVING A REQUEST FOR A MAJOR VARIANCE
TO ALLOW FOR THE CONSTRUCTION OF A SINGLE-FAMILY
RESIDENCE INTO THE REQUIRED SIDE YARD SETBACKS LOCATED
AT 6260 POOL ROAD**

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

Sec. 1. THAT the variance to allow for the construction of a single-family residence to encroach into the required side yard setbacks located at 6260 Pool Road (the "Property"), as depicted in Exhibit "A" hereto, is hereby approved, subject to the following conditions:

1. The south side setback shall not be less than 18 feet.
2. The north side setback shall not be less than 17 feet.

Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON
THIS THE 16TH DAY OF JULY 2019.

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 3, Kathy Wheat _____
Place 4, George Dodson _____

Mayor Pro Tem Bobby Lindamood _____
Place 5, Chuck Kelley _____
Place 6, Callie Rigney _____

ATTEST:

CITY OF COLLEYVILLE

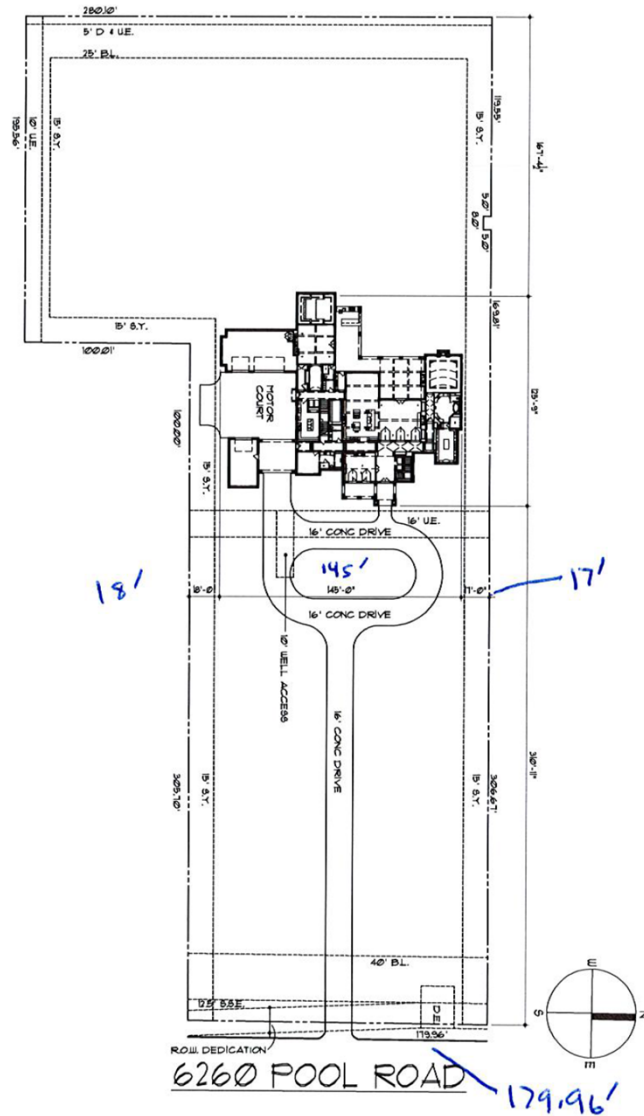
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

Attachment "A"

SITE PLAN

1" = 30'-0"



PLAN #
19008



Distinctive Dwellings
Dwell in the possibilities

www.DistinctiveDwellings.net

Southlake, Texas 76092 • 817.481.1249

CUSTOMER: BRYAN AND BETH HILL
LOT 1R-1, BLOCK 1 MOCKINGBIRD HILL
BUILDER:
6260 POOL ROAD COLLEYVILLE, TEXAS

DATE: 01-11-10
CHECKED: JH
DATE: 01-11-10
REVISION: 1
DATE: 01-11-10
REVISION: 2
DATE: 01-11-10

THESE PLANS ARE THE PROPERTY OF DISTINCTIVE DWELLINGS, INC. AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF DISTINCTIVE DWELLINGS, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION. THE PLANS ARE PROVIDED AS A GUIDE ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE SUPERVISION OF A LICENSED ARCHITECT OR ENGINEER. THE PLANS ARE NOT TO BE USED FOR ANY OTHER PURPOSES.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9b

Agenda Date 7/16/2019

Number Resolution R-19-4403

Type Resolution

Department Community Development

Title

Consideration of a Replat for Lot 1R, Block 1, of the J.M. Presley Addition, located at 2308 Glade Road, Case PC19-011

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

The applicant, Greg Reid, of Waterford Classic Homes, Inc., has submitted a request for a replat of Lot 1, Block 1, of the J.M. Presley Addition to include 17.5 feet of unplatted area along the east boundary, being approximately 2.10 acres, and zoned AG Agricultural district. The purpose is to create one platted residential lot to allow for the construction of a new single-family residential dwelling. There are no new lots proposed. A possible zoning change request is going through the approval process concurrently.

Existing Conditions/Background: The subject property, 2308 Glade Road, resides on the north side of Glade Road between Patterson Court and Jim Mitchell Trail West. The subject property and tract has AG zoning and had a single family home which has been demolished so a new single family residential home may be built. There is a 17.5 foot area of land that exists between this property and the adjacent lot to the east that has never been platted.

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

- Minimum Lot Area: 80,000 square feet
- Minimum Lot Width: 200 feet
- Minimum Lot Depth: 200 feet
- Minimum Front Yard Setback: 40 feet
- Minimum Side Yard Setbacks: 25 feet
- Minimum Rear Yard Setback: 40 feet
- Maximum Lot Coverage: 20 percent
- Maximum Impervious Coverage: 50 percent

As submitted, the proposed plat with the addition of the 17.5 feet along the east boundary meets the requirements of the RE zoning as described in the Land Development Code.

Surrounding Development: The properties to the north, south, and west are zoned R-20 Single-Family Residential zoning. The property to the east is zoned AG Agricultural zoning. The surrounding lots have developed with single family residences.

Analysis: The proposed lot is working through the rezoning process with City Council. Based on Council's discussion during their June 4, 2019 meeting, the applicant is pursuing the replat in order to include the additional 17.5 feet of land to accommodate the side yard setbacks required for the RE zoning district. The replat meets the requirements of zoning and 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: Staff recommends approval, as the proposed plat meets the requirements of the Land Development Code.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the Replat at their July 8, 2019 meeting by a vote of 6-0.

Financial Impact

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

Recommendation

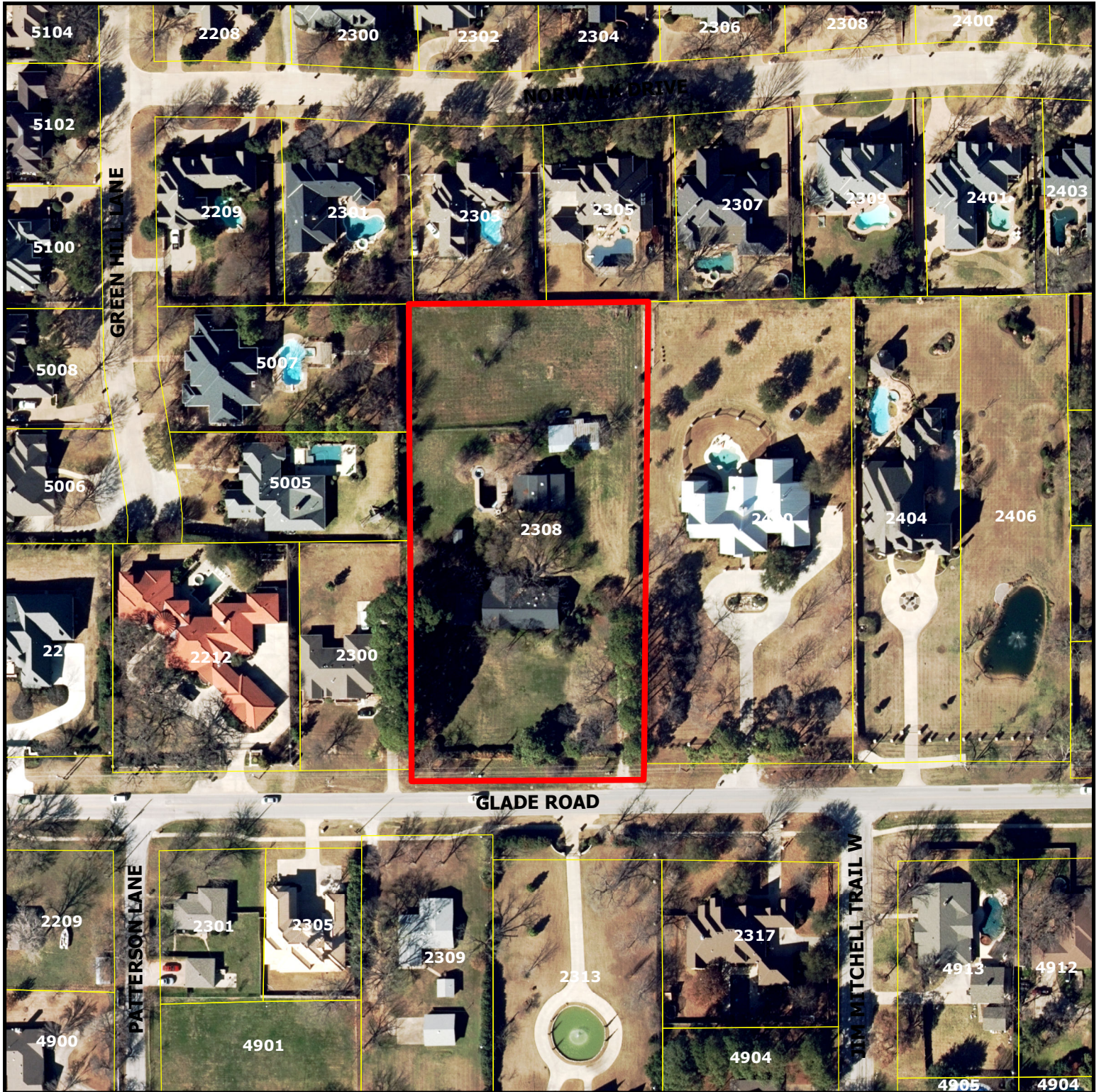
Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Grading Plan
6. Utility Plan

7. Notification Map
8. Notification List
9. Property Owner Notification
10. Resolution R-19-4403

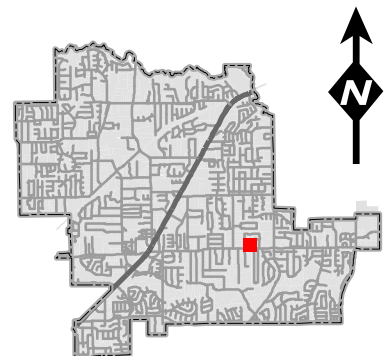
Aerial Map



PC19-011
2308 Glade Road

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

 Subject Property



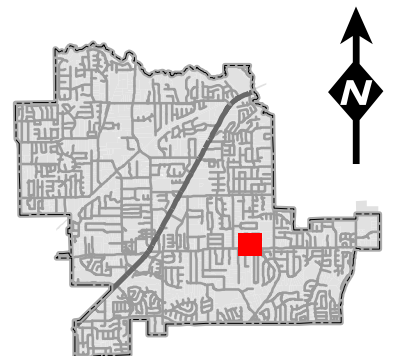
Zoning Map



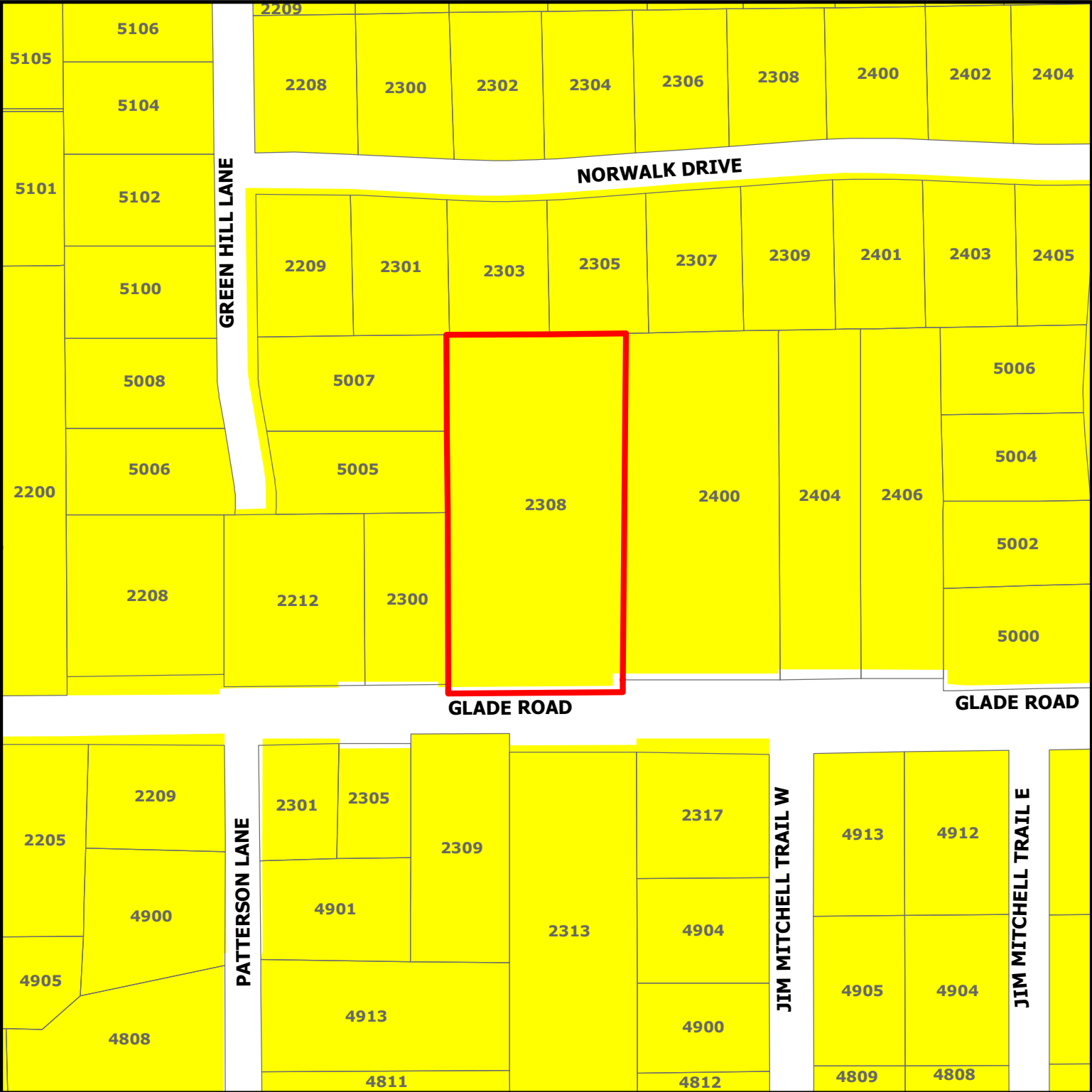
PC19-011
2308 Glade Road

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

 Subject Property



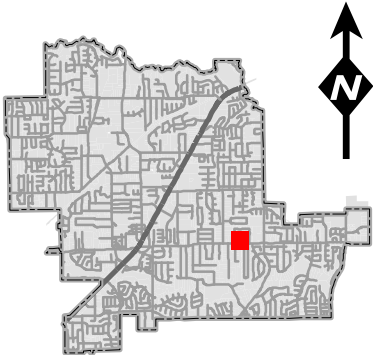
Future Land Use Map



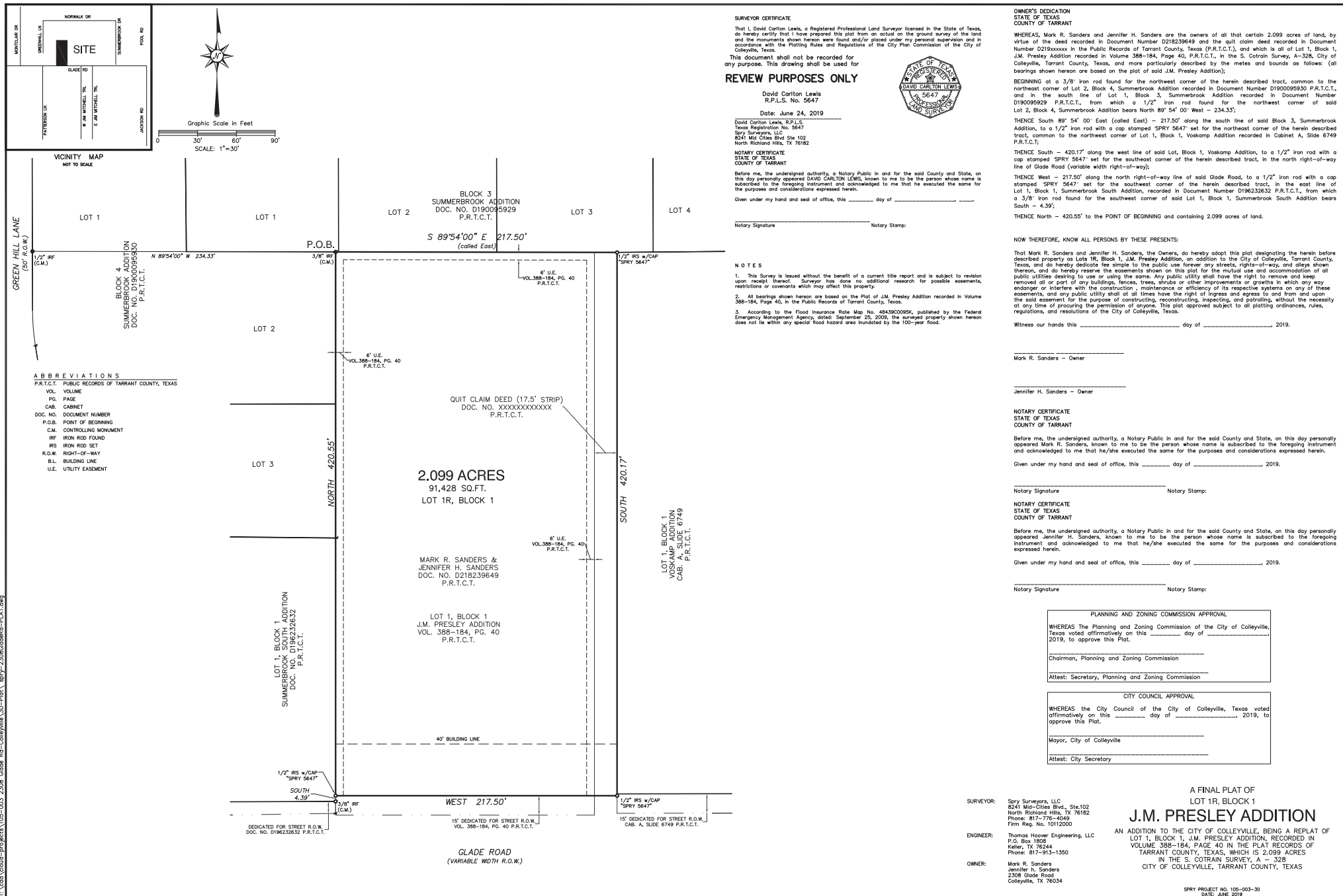
PC19-011
2308 Glade Road

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

 Subject Property
 Residential



Plat Exhibit



Grading Plan

LOT 1, BLOCK 1
SUMMERBROOK SOUTH ADDITION
DOC. NO. D196232632
P.R.T.C.T.

BLOCK 4
SUMMERBROOK ADDITION
DOC. NO. D1900095930
P.R.T.C.T.

No. REVISIONS/ SUBMISSIONS Date



0 10 20 40
Scale in Feet



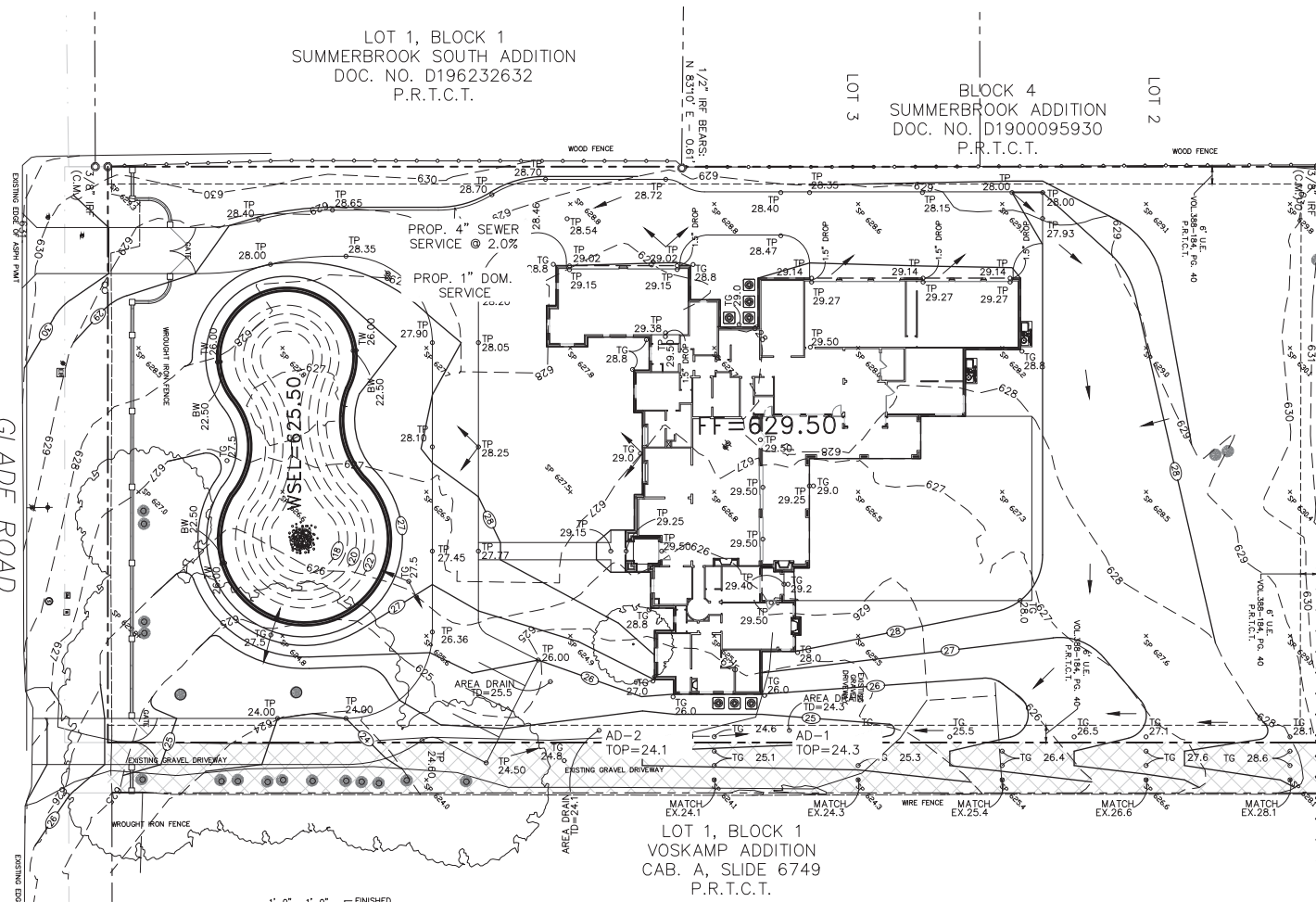
LEGEND

- EXIST. TREE TO BE PROTECTED AND/OR TRANSPLANTED
- 733 EXISTING GRADE CONTOUR
- 98 PROPOSED GRADE CONTOUR
- TP 32.00 PROPOSED TOP OF PAVEMENT
- TG 32.00 PROPOSED GROUND ELEVATION
- TW 32.00 PROPOSED TOP OF WALL
- BW 32.00 PROPOSED GROUND ELEVATION AT BASE OF WALL

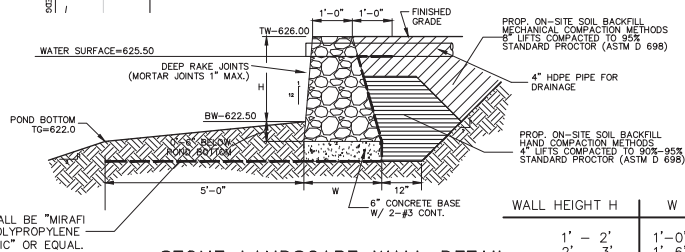
NOTE

The Contractor is to protect the existing trees during the construction of the new house. See Landscape Plan for Tree Survey.

GLADE ROAD
(VARIABLE WIDTH R.O.W.)



LOT 1, BLOCK 1
VOSKAMP ADDITION
CAB. A, SLIDE 6749
P.R.T.C.T.



FABRIC INDICATED SHALL BE "MIRAFI 140N NONWOVEN POLYPROPYLENE GEOTEXTILE FABRIC" OR EQUAL.

STONE LANDSCAPE WALL DETAIL (STONE WALL 4' HIGH MAX.)

NOTE: 1. CONTRACTOR TO PROVIDE ROCK SAMPLE FOR APPROVAL BY OWNER PRIOR TO CONSTRUCTION.

WALL HEIGHT H	W
1' - 2'	1' - 0"
2' - 3'	1' - 6"
3' - 4'	2' - 0"

PRELIMINARY FOR INTERIM REVIEW ONLY

By **THOMAS L. HOOVER** P.E. # **62493**
Date **05-05-19**

THOMAS HOOVER ENGINEERING, LLC
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

ZONING EXHIBIT FOR ZONING CHANGE REQUEST FROM AG TO R-40

THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TEXAS 76244
(817) 913-1350 PH.
1.8 P.E. FIRM REGISTRATION NO. 006009

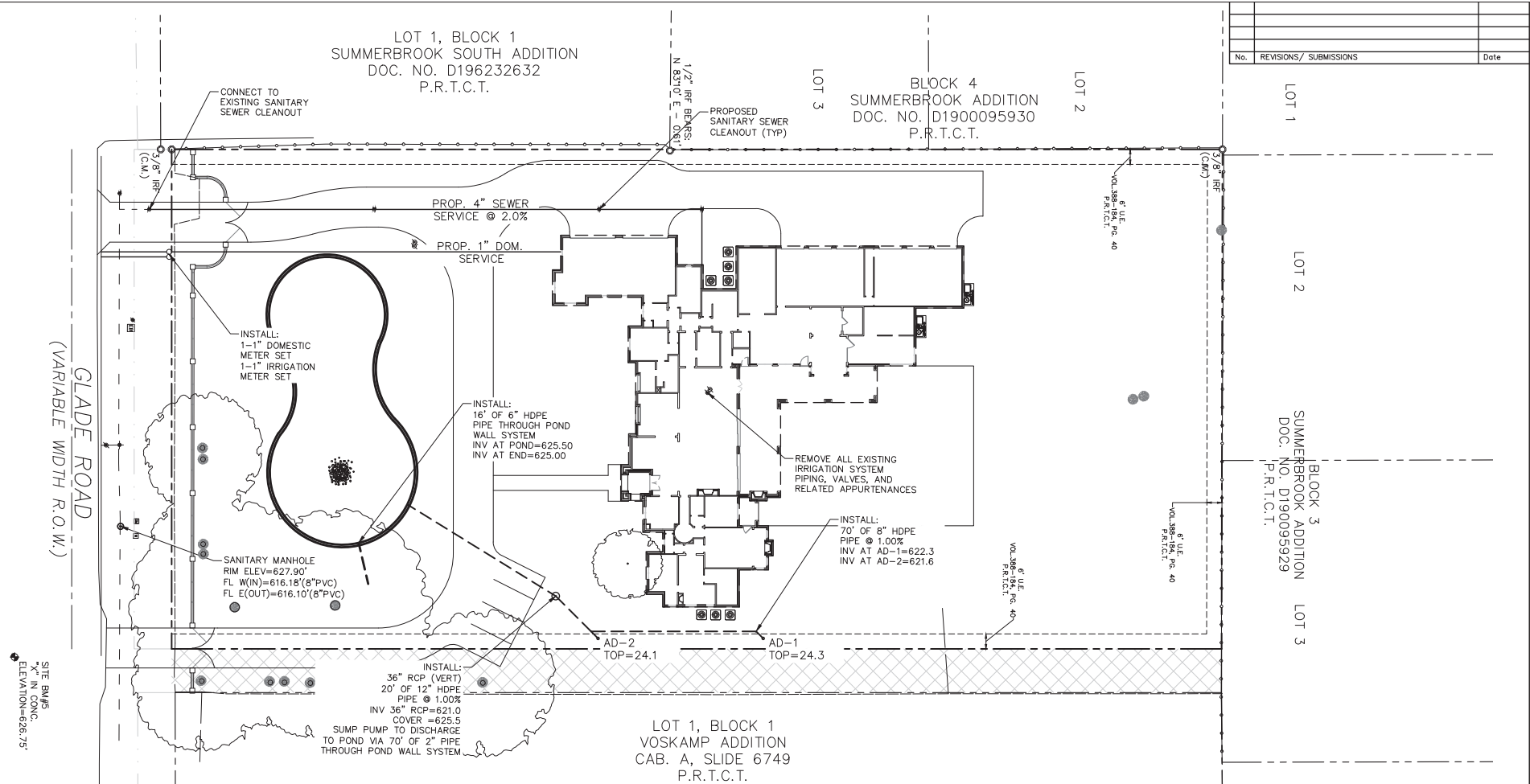
1.93 ACRES OF LAND
LOT 1, BLOCK 1, OF THE
J. M. PRESLEY ADDITION
IN THE CITY OF COLLEYSVILLE,
TARRANT COUNTY, TEXAS.

2308 GLADE ROAD

GRADING PLAN

DESIGNED	TLH	SCALE	1" = 20'	PROJECT NO.		SHEET	C-2
DRAWN	SDS	DATE	05-05-19			of	
CHECKED	TLH						

Utility Plan



0 10 20 40

Scale in Feet

ZONING EXHIBIT FOR ZONING
CHANGE REQUEST FROM AG TO R-40



THOMAS HOOVER ENGINEERING, LLC
P.O. BOX 1808
KELLER, TEXAS 76244
(817) 913-1350 PH.
T.B.P.E. FIRM REGISTRATION NO. 006009

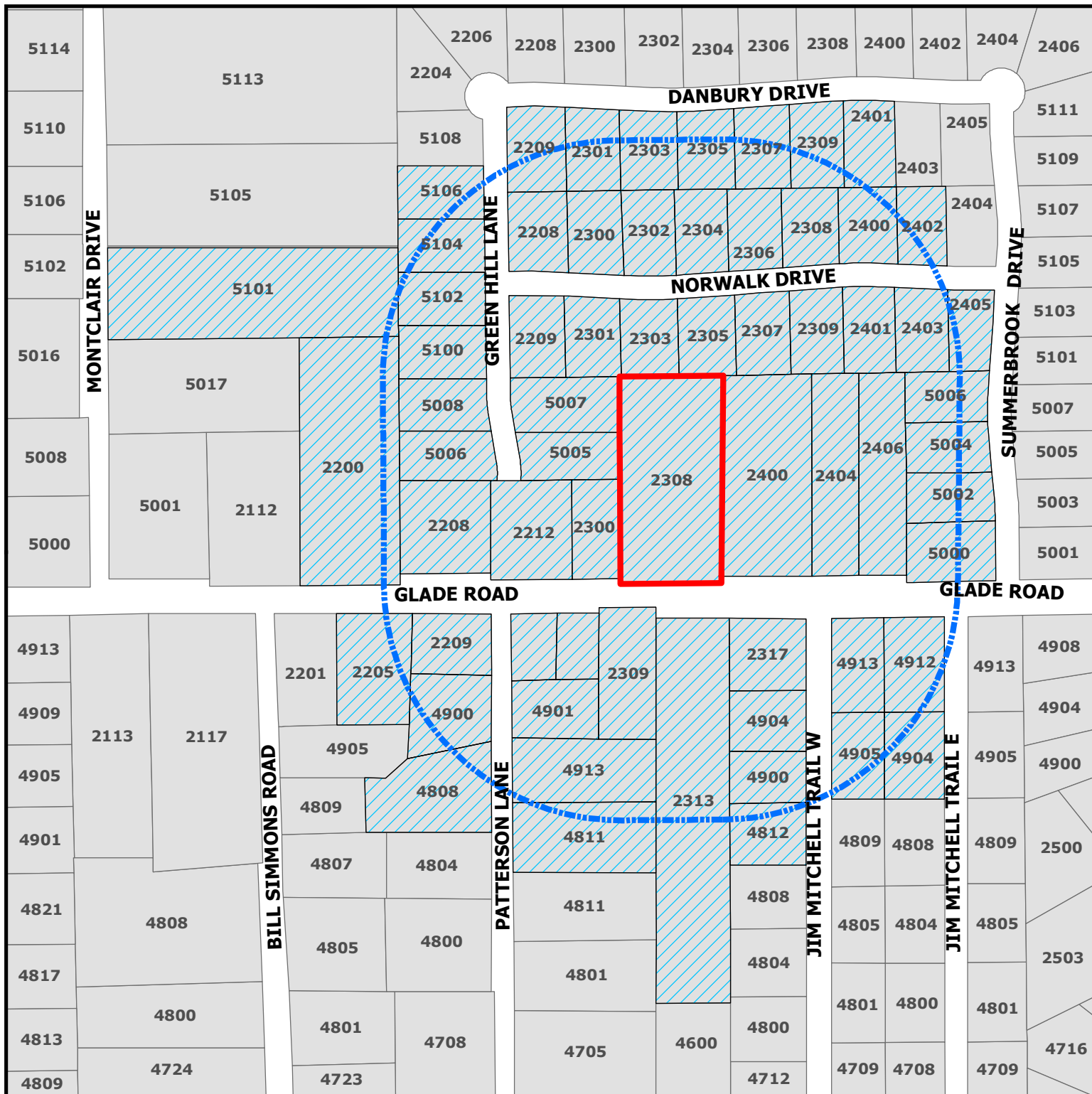
1.93 ACRES OF LAND
LOT 1, BLOCK 1, OF THE
J. M. PRESLEY ADDITION
IN THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS.

2308 GLADE ROAD

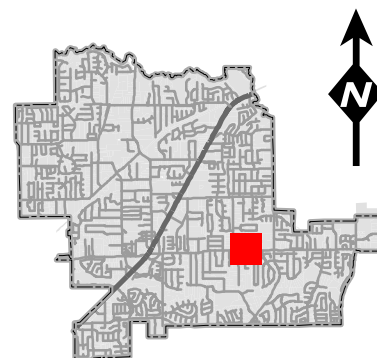
UTILITY PLAN

DESIGNED	TLH	SCALE	PROJECT NO.	SHEET
DRAWN	SDS	1" = 20'		C-3
CHECKED	TLH	DATE		of
		05-05-19		

Notification Map



PC19-011
2308 Glade Road



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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft

Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
SNEAD, DAVID	4900 PATTERSON LN	COLLEYVILLE, TX	76034	4900 PATTERSON LN
COBURN, TERI	2325 CHANDELLE DR	IRVING, TX	75060	4913 W JIM MITCHELL TR
RYPKEMA, WILLARD M	2306 NORWALK DR	COLLEYVILLE, TX	76034	2306 NORWALK DR
OSIER, GARY	2212 GLADE RD	COLLEYVILLE, TX	76034	2212 GLADE RD
BROWN, KIRK L	2309 NORWALK DR	COLLEYVILLE, TX	76034	2309 NORWALK DR
STUBBE, MARK	5302 WALNUT LN	COLLEYVILLE, TX	76034	4901 PATTERSON LN
BAHBAHANI, SALAH	4801 SHADYCREEK LN	COLLEYVILLE, TX	76034	2406 GLADE RD
ALLBEE, GARY	5000 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5000 SUMMERBROOK DR
MCGUIRK, PAUL	2403 NORWALK DR	COLLEYVILLE, TX	76034	2403 NORWALK DR
BYRD, BRANDON T	4904 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4904 E JIM MITCHELL TR
SUMMERBROOK HOMEOWNERS ASSOC	PO BOX 864	COLLEYVILLE, TX	76034	2405 NORWALK DR
STUIT, RYAN	5100 GREEN HILL LN	COLLEYVILLE, TX	76034	5100 GREEN HILL LN
RECK MANAGEMENT TRUST	4811 PATTERSON LN	COLLEYVILLE, TX	76034	2200 GLADE RD
BRYANT, CONSOLATA ADHIAMBRO	2313 GLADE RD	COLLEYVILLE, TX	76034	2313 GLADE RD
BAHBAHANI, SALAH	4801 SHADYCREEK LN	COLLEYVILLE, TX	76034	2404 GLADE RD
ATWOOD, JOHN T	2209 NORWALK DR	COLLEYVILLE, TX	76034	2209 NORWALK DR
EADES, ERMA JEAN	2303 NORWALK DR	COLLEYVILLE, TX	76034	2303 NORWALK DR
HUFF, DAVID A	5006 GREEN HILL LN	COLLEYVILLE, TX	76034	5006 GREEN HILL LN
RYAN, MICHAEL	2305 DANBURY DR	COLLEYVILLE, TX	76034	2305 DANBURY DR
TAYLOR, BRETT MATTHEW	5005 GREEN HILL LN	COLLEYVILLE, TX	76034	5005 GREEN HILL LN
SPORL, PATRICK A	5106 GREEN HILL LN	COLLEYVILLE, TX	76034	5106 GREEN HILL LN
SANDERS, MARK	2308 GLADE RD	COLLEYVILLE, TX	76034	2308 GLADE RD
COOPER, RACHEL	2309 DANBURY DR	COLLEYVILLE, TX	76034	2309 DANBURY DR
MILLS J L & L M MILLS REVOCABL	2401 NORWALK DR	COLLEYVILLE, TX	76034	2401 NORWALK DR
HASBACH, ROBERT R	5006 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5006 SUMMERBROOK DR
NAUS, JOHN	2400 GLADE RD	COLLEYVILLE, TX	76034	2400 GLADE RD
GONZALEZ, GONZALO	2305 NORWALK DR	COLLEYVILLE, TX	76034	2305 NORWALK DR
PRINCE, DANIEL	1211 SWEETBRIAR	RUSTON, LA	71270	2303 DANBURY DR
GREER, JO ELLEN	4904 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4904 W JIM MITCHELL TR
DEUPREE, JOE M	5101 MONTCLAIR DR	COLLEYVILLE, TX	76034	5101 MONTCLAIR DR
GILLAN, DAVID B	2301 NORWALK DR	COLLEYVILLE, TX	76034	2301 NORWALK DR
MULVEY, LEAH	2317 GLADE RD	COLLEYVILLE, TX	76034	2317 GLADE RD
BLAIR, DAVID	2401 DANBURY DR	COLLEYVILLE, TX	76034	2401 DANBURY DR
HEARN, GREGORY T	2208 NORWALK DR	COLLEYVILLE, TX	76034	2208 NORWALK DR
NESBITT, WILLIAM H	2208 GLADE RD	COLLEYVILLE, TX	76034	2208 GLADE RD
MILLER, STEVEN	4905 W JIM MITCHELL TR	COLLEYVILLE, TX	76034	4905 W JIM MITCHELL TR
REYNOLDS, PAUL R	2302 NORWALK DR	COLLEYVILLE, TX	76034	2302 NORWALK DR
VINCENT, JANIE K	2309 GLADE RD	COLLEYVILLE, TX	76034	2309 GLADE RD
GREGG, LINDA MARY	5002 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5002 SUMMERBROOK DR
LITTLE, SUMMER	4912 JIM MITCHELL TRL E	COLLEYVILLE, TX	76034	4912 E JIM MITCHELL TR
RIDDLE, JOHN R	5007 GREEN HILL LN	COLLEYVILLE, TX	76034	5007 GREEN HILL LN
BLAIES, GRANT D	2402 NORWALK DR	COLLEYVILLE, TX	76034	2402 NORWALK DR
DORSEY, WM H	2304 NORWALK DR	COLLEYVILLE, TX	76034	2304 NORWALK DR
SEYBERT, DAVID	5102 GREEN HILL LN	COLLEYVILLE, TX	76034	5102 GREEN HILL LN
				4913 PATTERSON LN
HERRERA, EDUARDO R	5104 GREEN HILL LN	COLLEYVILLE, TX	76034	5104 GREEN HILL LN
FELLS-BOHANON, BEVERLY	5008 GREEN HILL LN	COLLEYVILLE, TX	76034	5008 GREEN HILL LN
ATCHLEY, CHAD R	5004 SUMMERBROOK DR	COLLEYVILLE, TX	76034	5004 SUMMERBROOK DR
GLUCK, MICHAEL	2400 NORWALK DR	COLLEYVILLE, TX	76034	2400 NORWALK DR
				4811 PATTERSON LN
STILWILL, DAVID	2308 NORWALK DR	COLLEYVILLE, TX	76034	2308 NORWALK DR
GARLISH, JAMES	4808 PATTERSON LN	COLLEYVILLE, TX	76034	4808 PATTERSON LN
BROUSSARD, WHITNEY	2307 NORWALK DR	COLLEYVILLE, TX	76034	2307 NORWALK DR
PATTERSON, MICHAEL E	2205 GLADE RD	COLLEYVILLE, TX	76034	2205 GLADE RD
WELLS SUSAN G RESIDENCE TRUST	5105 MONTCLAIR DR	COLLEYVILLE, TX	76034	4812 W JIM MITCHELL TR
FRYE, JORDAN ALAN	4900 JIM MITCHELL TRL W	COLLEYVILLE, TX	76034	4900 W JIM MITCHELL TR
LYNN, GARY L	2300 GLADE RD	COLLEYVILLE, TX	76034	2300 GLADE RD
TUTTLE, R DEREK	2209 DANBURY DR	COLLEYVILLE, TX	76034	2209 DANBURY DR
KHAN, ABDUN	4820 N HAVEN	DALLAS, TX	75229	2209 GLADE RD
MULVEY, JOHN M	2301 GLADE RD	COLLEYVILLE, TX	76034	2301 GLADE RD
PADILLA, J BENJAMIN	2301 DANBURY DR	COLLEYVILLE, TX	76034	2301 DANBURY DR
NGUYEN, TOM VAN	2307 DANBURY DR	COLLEYVILLE, TX	76034	2307 DANBURY DR
MA, HUNG Q	2300 NORWALK DR	COLLEYVILLE, TX	76034	2300 NORWALK DR
EMMERT, HEATH N	2305 GLADE RD	COLLEYVILLE, TX	76034	2305 GLADE RD
BROOK MEADOWS ADDITION	P.O. BOX 492	COLLEYVILLE, TX	76034	COURTESY NOTICE
LEYTON GROVE ADDITION	P.O. BOX 1672	COLLEYVILLE, TX	76034	COURTESY NOTICE
SUMMERBROOK ADDN (COLLEYVILLE)	P.O. BOX 864	COLLEYVILLE, TX	76034	COURTESY NOTICE
SUMMERBROOK WEST ADDN	P.O. BOX 864	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
REID, GREG	P.O. BOX 444	KELLER, TX	76244	APPLICANT

Public hearing notices were mailed on June 21, 2019



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City»«Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, July 8, 2019 at 7:00 p.m.

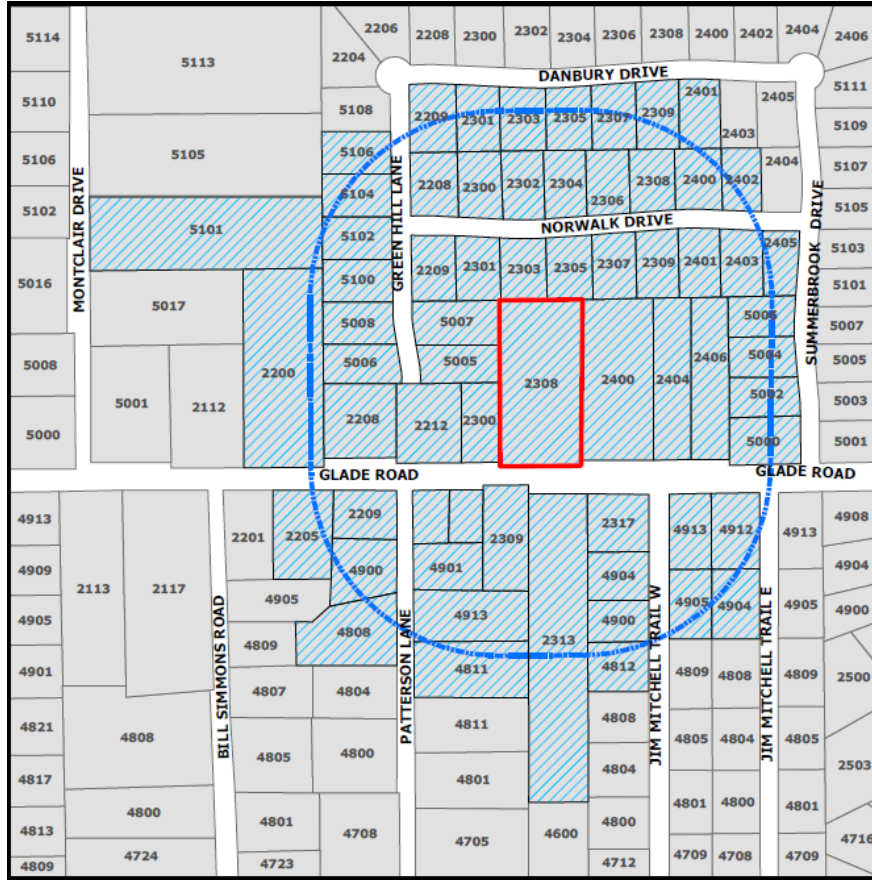
City Council Meetings: Tuesday, July 16, 2019 at 7:30 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a Replat on Lot 1R, Block 1, of the J.M. Presley Addition, located at 2308 Glade Road. The purpose is to replat an additional 17.5 feet of area to the east into the existing single-family residential lot.
Zoning Case:	PC19-011
Applicant:	Greg Reid
Owner:	Mark and Jennifer Sanders
Location:	2308 Glade Road
Property Description:	Lot 1, Block 1, of the J.M. Presley Addition and 17.5 feet along the east boundary
Present Zoning:	AG Agricultural district

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Action by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request.

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. A brief project description can be found online on the Active Development Case map:

<https://www.colleyville.com/government/departments-a-l/community-development/active-development-cases>

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

RESOLUTION R-19-4403

**A RESOLUTION APPROVING A REPLAT FOR LOT 1R, BLOCK 1,
OF THE J.M. PRESLEY ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the Replat for Lot 1R, Block 1, J.M. Presley Addition, being a replat of Lot 1, Block 1, J.M. Presley Addition and 17.5 feet east of the lot located at 2308 Glade Road on July 8, 2019.

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

Sec. 1. THAT the Replat for Lot 1R, Block 1, J.M. Presley Addition, 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 16th DAY OF JULY 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

Exhibit "A" - Plat Exhibit

[illegible]

RESOLUTION R-19-4404

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JULY 16, 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 16TH DAY OF JULY 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