City of Colleyville
City Council
Agenda

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

Tuesday, December 3, 2019

5:00 PM – RIBBON CUTTING OPENING CITY HALL PLAZA

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

WS-1 Discussion of Heroes Park improvements

WS-2 Discussion of Accessory Dwelling Units and Accessory Residential Structures

WS-3 Discussion of 2020 City Council Meeting Dates

WS-4 Discussion of the December 3, 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 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

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

INVOCATION: Pastor Martin Richardson, Crown of Life

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-19-4443

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition

Presentation of the Life Saving Award to the Colleyville Fire Department by CareFlite - Fire Chief Mark Cantrell and Mayor Richard Newton

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-19-4444

4a Approval of the minutes of the regular City Council meeting of November 19, 2019

4b Approval of a construction contract with Garrett Demolition, Inc., for the Overland Trail 1.2 Million Gallon Water Ground Storage (Welded Steel Coated) Site Demolition, in an amount not to exceed $148,232.30 and authorizing the City Manager to execute the contract

4c Approval of an amendment to the Professional Services Agreement with Dunaway Associates, L.P., to include professional construction services to the original contract for the Bransford Road and McPherson Elevated Storage Tank Site Rehabilitation, and Overland Trail Ground Storage Tank Site Demolition Project, in an amount not to exceed $35,010, and authorizing the City Manager to execute the amendment

4d Approval of a contract with Smith Lawn and Tree for the Tree Trimming Contract, in an amount not to exceed $75,000, and authorizing the City Manager to execute the contract

4e Approval of a Pavement Marking contract with TRP Construction Group, LLC, for the Pavement Marking project, in an amount not to exceed $100,000, and authorizing the City Manager to execute the contract

4f Consider and adopt the City of Colleyville Investment Policy, as required by the Texas Public Funds Investment Act

4g Consider and adopt the City of Colleyville's broker/dealer list, as required by the Texas Public Funds Investment Act

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

5a Ordinance O-19-2104

Consideration of a Special Use Permit for an accessory building to exceed the 4% lot coverage allowance on Lot 18, Block 2, of the Woodbriar Addition, located at 3405 Cliffwood Drive, Case ZC19-008

5b Ordinance O-19-2105

Consideration of a Special Use Permit for an accessory dwelling on Tracts 3K & 3Y, Abstract 211, in the BBB & C RY Survey, located at 509 W LD Lockett Road, Case ZC19-017

5c Ordinance O-19-2106

An ordinance amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority

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

6a Ordinance O-19-2101

Presentation and discussion of a Special Use Permit for a Fence to extend into the required street side yard on Lot 2, Block 1, of the Hodgkiss Place II Addition, located at 2608 Highland Meadow Drive, Case ZC19-013

6b Ordinance O-19-2102

Presentation and discussion of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial on Lot 1A, Block 1, in the Applebee's Addition, located at 5150 Colleyville Boulevard, Case ZC19-014

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-19-4445

A resolution approving an economic development grant agreement to Chick-fil-A, in the amount of $100,000, and authorizing the City Manager to execute the agreement

7b Resolution R-19-4446

A resolution casting votes for electing members to the Tarrant Appraisal District Board of Directors

7c Resolution R-19-4447

Approval of the Final Report of the Pedestrian Transportation Ad Hoc Committee and adoption of the 2019 Sidewalk and Trail Map to be attached to the Sidewalk Policy adopted July 2, 2018

7d Resolution R-19-4448

Repealing Resolution R-17-4208 and reorganizing the Colleyville Community Garden Advisory Committee, reappointing members, and assigning committee responsibilities

7e Resolution R-19-4449

Approval of a sublease agreement with Wells Fargo CPG, for the former Wachovia Bank building located at 5601 Colleyville Boulevard, for the Colleyville Business Center

7f Resolution R-19-4450

Approval of a membership agreement with the Colleyville Chamber of Commerce for the Colleyville Business Center

7g Resolution R-19-4451

Approval of staff to move forward with architectural services for tenant finish out of the Colleyville Business Center

8. DISCUSS AND CONSIDER A MOTION TO RECONSIDER

8a Discuss and consider a motion to reconsider/rescind the City Council's previous motion approving Ordinance 19-2100 and providing for additional vehicle inventory regulations added by the City Council during the November 19, 2019 City Council meeting

9. READING AND PUBLIC HEARING

9a Ordinance O-19-2100

Presentation and discussion of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial in Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC19-012 (Ordinance 19-2100)

10. CITIZEN COMMENTS

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR DECEMBER 3, 2019 - READING AND PUBLIC HEARING - RESOLUTION R-19-4452

12. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Wednesday, November 27, 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
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Agenda Number WS-1 **Agenda Date** 12/3/2019
Type Worksession
Department City Secretary

Title
Discussion of Heroes Park improvements

Explanation
This agenda item provides for a discussion of potential improvements to Heroes Park. Nomination of "Community Heroes" is a responsibility of the Historical Preservation Committee and the committee has expressed an interest in updates to Heroes Park for some time. To explore potential improvements, the City engaged Freese & Nichols to prepare three conceptual ideas for discussion. These ideas were discussed with the Historical Preservation Committee at their November 6, 2019 meeting and are now being presented to the City Council for discussion and feedback. If there are one or more designs the City Council is interested in exploring further, those conceptual designs will be shared with the community to seek public input.

Attachments
1. Heroes Park Presentation
2. Heroes Park Concept Summary Boards

HEROES PARK

CREATING ANOTHER EXCEPTIONAL SPACE

WENDY SHABAY, AICP, PRINCIPAL

DAVID RETZSCH, ASLA, PROJECT DESIGNER

SHERRY CHENG, ILLUSTRATOR

HENRY HARTSHORN, ASLA, QA/QC

CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS

GOAL: TO GET YOUR FEEDBACK

- *Preferred Design Features*
- *Plan Characteristics*
- *Additional Considerations*



GOALS FOR HEROES PARK

- *Cohesive Aesthetic with City Hall, the Plaza and the Village*
- *Recognition of Community Heroes*
- *Multi-Use, Cross Utilization Space*
- *Connected to South Lot*
- *Plenty of Seating and Shade*
- *Open, Inviting, Interactive*
- *Positive, Uplifting*
- *Celebration Space*

CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS

PROJECT FEATURES

- *Hardscape*
- *Structures*
- *Fountains*
- *Recognitions*
- *Screening*
- *Shade Elements*
- *Lighting*
- *Furnishings*
- *Plantings*
- *Open Space*









CONCEPT A



VIEW #1



VIEW #3



VIEW #4



VIEW #2



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT A

DECEMBER 3, 2019

COLLEYVILLE

FREESE NICHOLS

CONCEPT A1



VIEW #1



VIEW #2



VIEW #3



VIEW #4



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT A - ALTERNATE 1 DECEMBER 3, 2019

CONCEPT A2



VIEW #1



VIEW #3



VIEW #4



VIEW #2



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT A - ALTERNATE 2

DECEMBER 3, 2019

CITY OF COLLEYVILLE TEXAS

FREESE NICHOLS



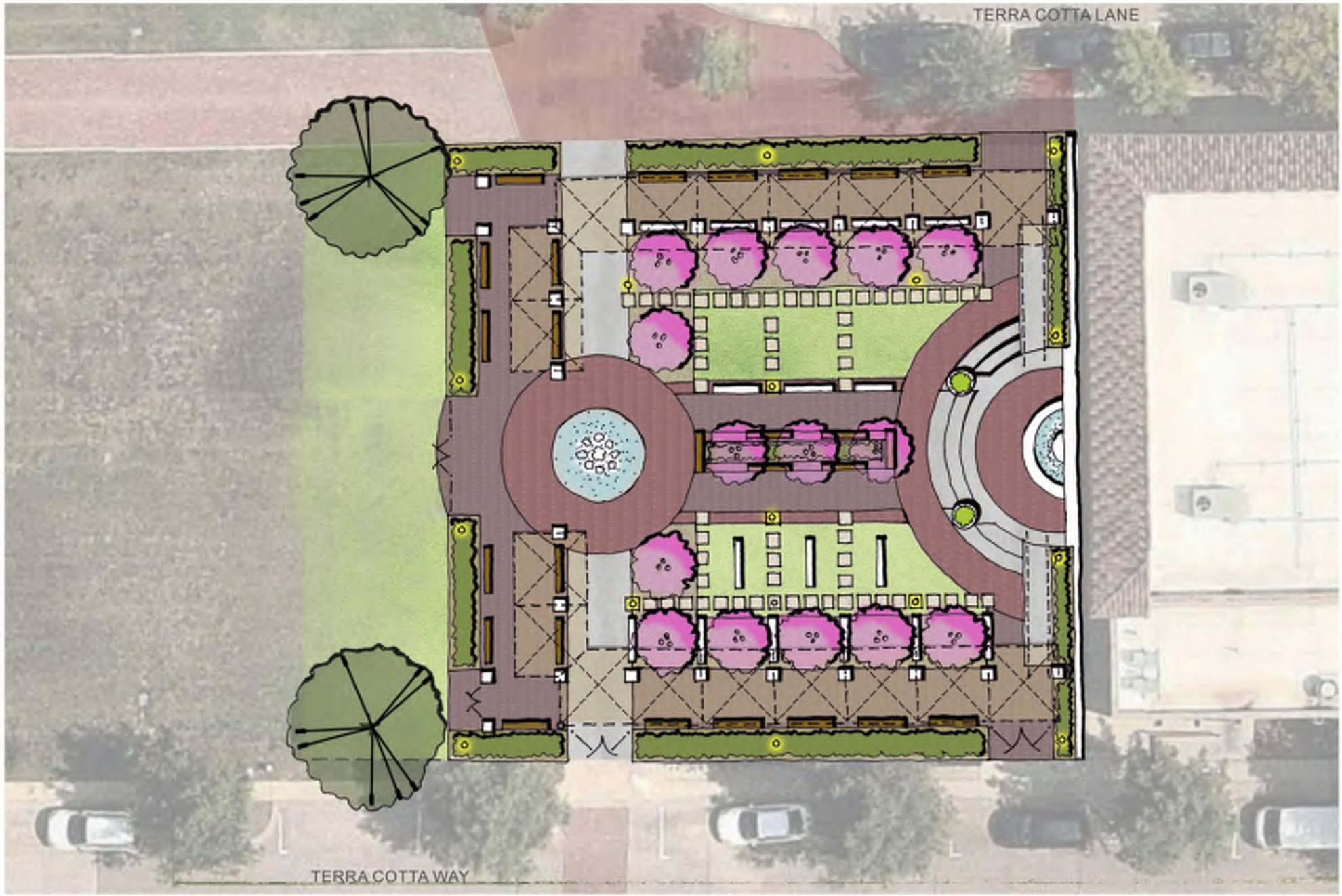
HEROES PARK PRELIMINARY CONCEPT

CONCEPT A

DECEMBER 3, 2019

CITY OF COLLEYVILLE TEXAS

FREESE NICHOLS



HEROES PARK PRELIMINARY CONCEPT

CONCEPT A

DECEMBER 3, 2019

CITY OF COLLEYVILLE

FREESE NICHOLS



HEROES PARK PRELIMINARY CONCEPT

CONCEPT A - ALTERNATE 1

DECEMBER 3, 2019

CITY OF COLLEYVILLE TEXAS

FREESE NICHOLS



HEROES PARK PRELIMINARY CONCEPT

CONCEPT A - ALTERNATE 2

DECEMBER 3, 2019

CITY OF COLLEYVILLE TEXAS

FREESE NICHOLS































CONCEPT B



VIEW #1



VIEW #2



VIEW #3



VIEW #4



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT B

DECEMBER 3, 2019

COLLEYVILLE

FREESE NICHOLS



HEROES PARK PRELIMINARY CONCEPT

CONCEPT B

DECEMBER 3, 2019

CITY OF COLLEYVILLE TEXAS

FREESE NICHOLS











CONCEPT C



VIEW #3



VIEW #1



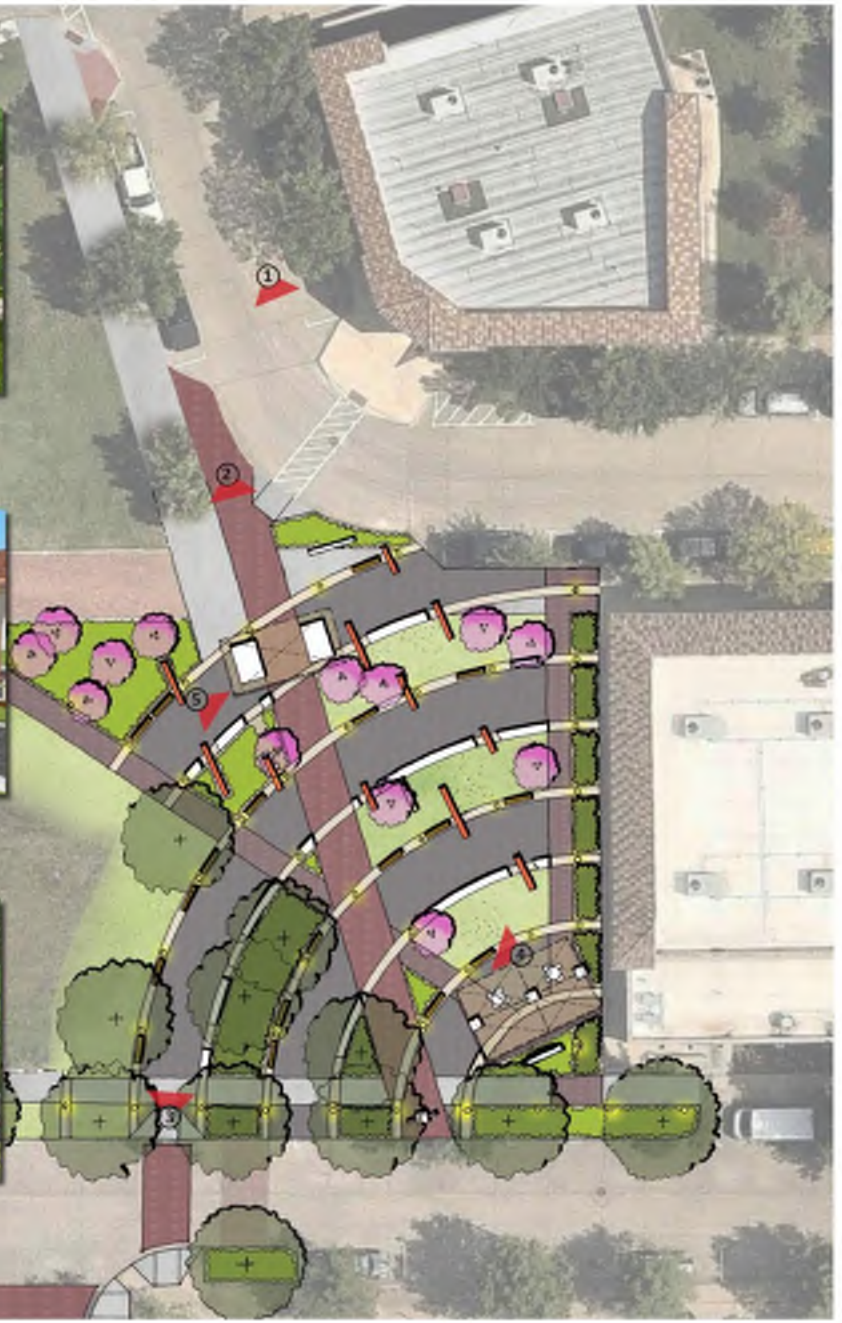
VIEW #4



VIEW #2



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT C

DECEMBER 3, 2019

COLLEYVILLE

FREESE NICHOLS



HEROES PARK PRELIMINARY CONCEPT

CONCEPT C

OCTOBER 28, 2019

CITY OF COLLEYVILLE TEXAS

FREESE NICHOLS


HEROES PARK


HEROES PARK







Historic Preservation Committee Feedback:

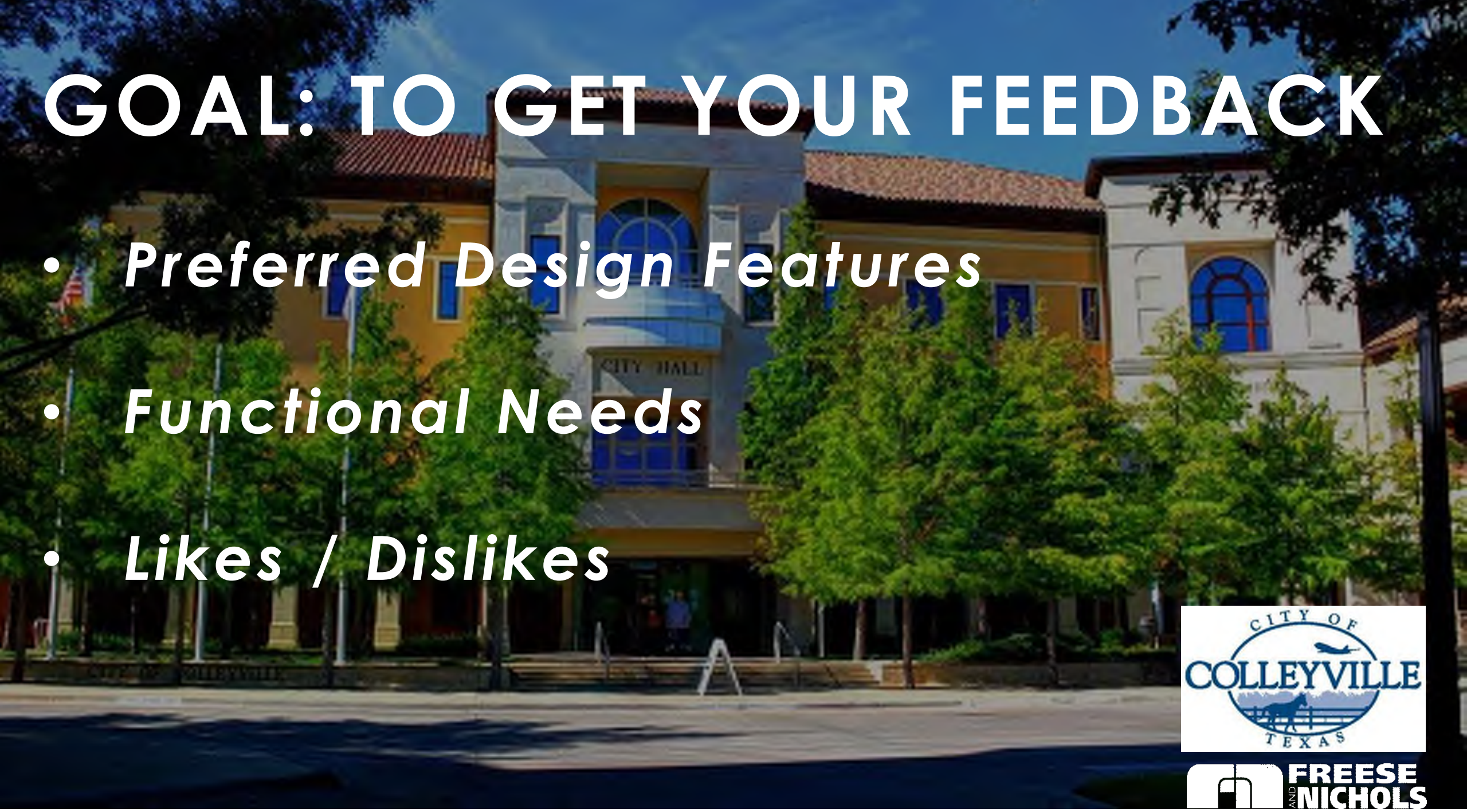
- Liked interactive fountain, also the oval seatwall edge fountain
- Preferred permanent screening to an evergreen hedge
- Did not like string lights
- Liked platform leading up to feature wall, maybe only 2 stairs
- Preferred “medium” amount of columns and shade structures
- Desire to spread out plaques on different walls for more information surfaces and to encourage people to move through the space
- Could use feature wall for additional recognition or Heroes Park branding signage
- Concept 3 was deemed too modern

CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS

GOAL: TO GET YOUR FEEDBACK

- *Preferred Design Features*
- *Functional Needs*
- *Likes / Dislikes*



CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS

HEROES PARK

OPEN DISCUSSION

WENDY SHABAY, AICP, PRINCIPAL

DAVID RETZSCH, ASLA, PROJECT DESIGNER

SHERRY CHENG, ILLUSTRATOR

HENRY HARTSHORN, ASLA, QA/QC



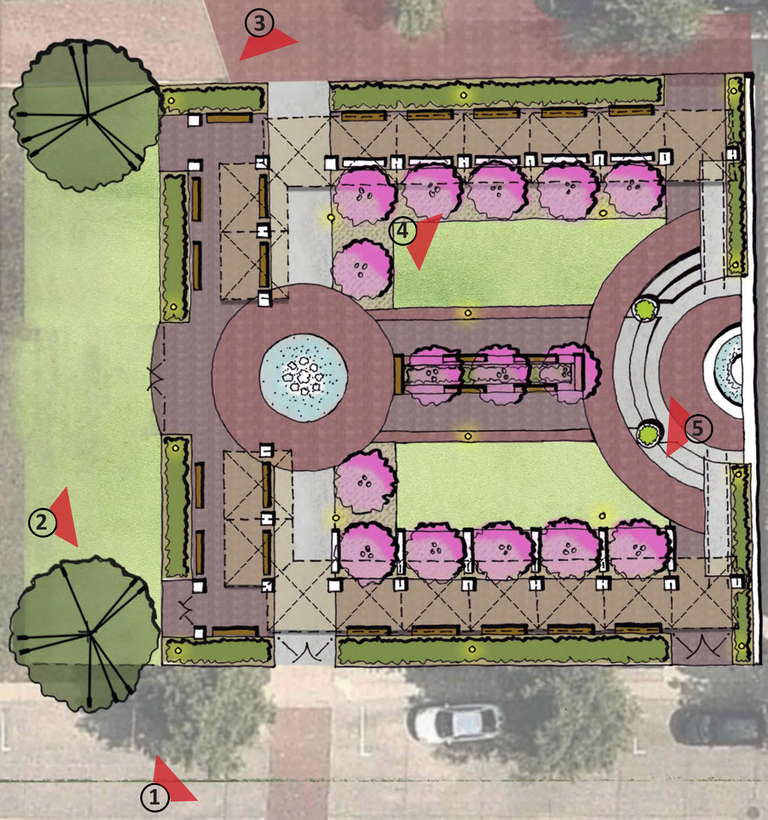
VIEW #1



VIEW #3



VIEW #4





VIEW #2



VIEW #5

HEROES PARK PRELIMINARY CONCEPT

CONCEPT A

DECEMBER 3, 2019

0 10' 20'
SCALE IN FEET

CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS



VIEW #1



VIEW #3



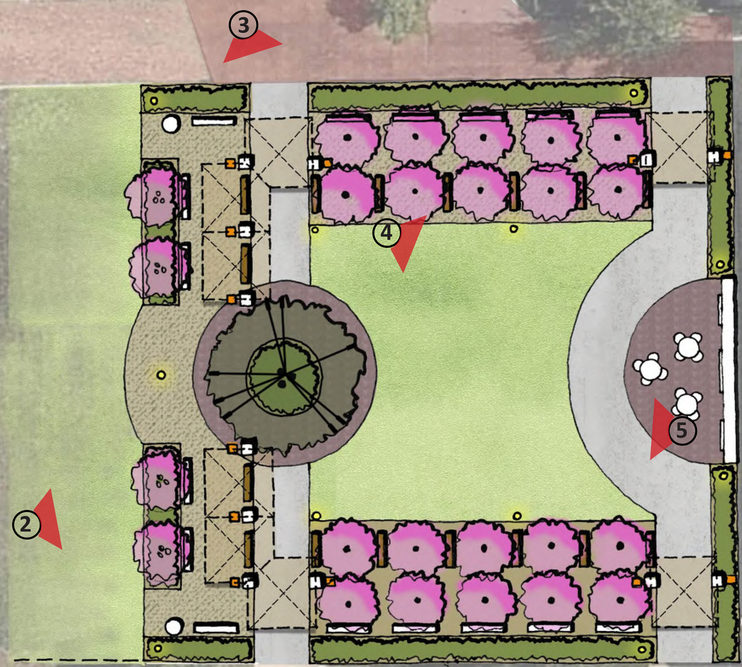
VIEW #4



VIEW #2



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT A - ALTERNATE 1

DECEMBER 3, 2019

0 10' 20'
SCALE IN FEET

CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS



VIEW #1



VIEW #3



VIEW #4





VIEW #2



VIEW #5

HEROES PARK PRELIMINARY CONCEPT

CONCEPT A - ALTERNATE 2

DECEMBER 3, 2019

0 10' 20'
SCALE IN FEET

CITY OF COLLEYVILLE TEXAS

FREESE NICHOLS



VIEW #1

VIEW #2



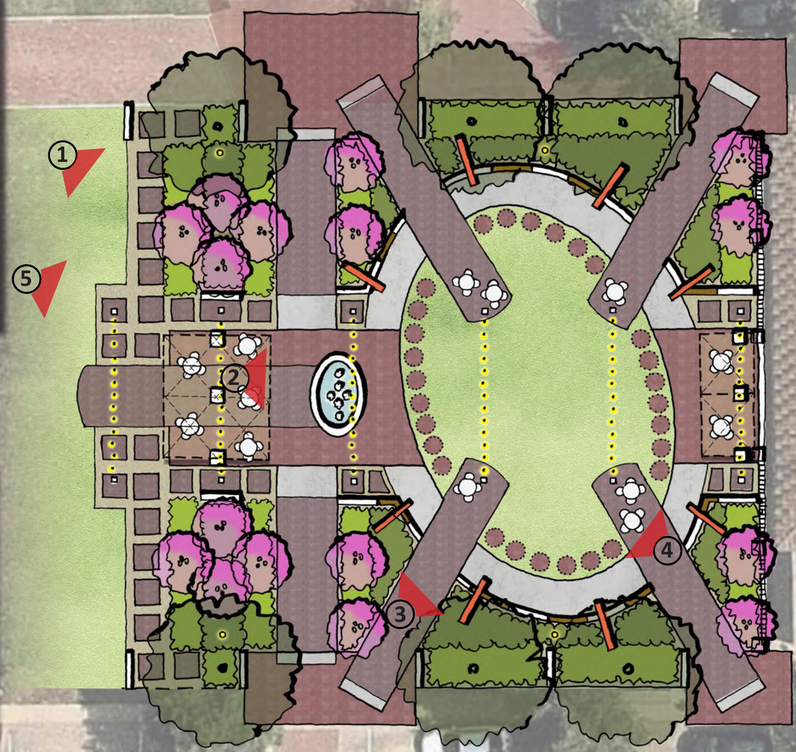
VIEW #3



VIEW #4



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT B

DECEMBER 3, 2019

0 10' 20'
SCALE IN FEET

CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS



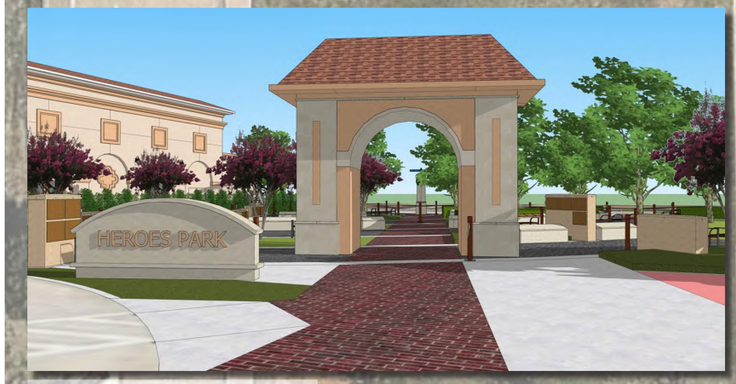
VIEW #1



VIEW #3



VIEW #4



VIEW #2



VIEW #5



HEROES PARK PRELIMINARY CONCEPT

CONCEPT C

DECEMBER 3, 2019

0 10' 20'
SCALE IN FEET

CITY OF COLLEYVILLE TEXAS

FREESE AND NICHOLS

City of Colleyville
City Council
Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2 **Agenda Date** 12/3/2019
Type Worksession
Department Community Development

Title
Discussion of Accessory Dwelling Units and Accessory Residential Structures

Explanation
Staff was directed to review and propose changes to the regulation found in the Land Development Code (LDC) pertaining to accessory buildings and accessory dwellings. Staff recommends the following amendments to the LDC:

- The prohibition of accessory buildings forward of the primary dwelling except for on lots 80,000 square feet in size or larger
- Clarification on the height allowance and how to measure
- Clarification on what qualifies as an accessory dwelling (both structure & use) and the need for a Special Use Permit (SUP)

In addition to these recommended amendments, staff is seeking direction on the possible removal of the SUP option for accessory dwellings in the R-20 and R-30 zoning districts.

Attachments
1. Accessory Buildings & Accessory Dwellings Presentation
2. Ch. 03 Accessory Building & Accessory Dwelling Amendments - Redline v1

LDC Amendment – Accessory Buildings & Accessory Dwellings (Sect. 3.27)

Discussion of possible amendments to the Land Development Code to modify the regulations pertaining to accessory buildings and accessory dwellings

City Council Worksession

December 3, 2019

LDC Amendment – Accessory Buildings & Accessory Dwellings (Sect. 3.27)

Section 3.27 Accessory Buildings and Residential Carport Regulations

A. Accessory Buildings Located in Residential Zoning Districts

3. Setbacks:

{add}

a. No accessory building shall be allowed, erected, or located forward of the primary dwelling. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from this requirement.

LDC Amendment – Accessory Buildings & Accessory Dwellings (Sect. 3.27)

Section 3.27 Accessory Buildings and Residential Carport Regulations

A. Accessory Buildings Located in Residential Zoning Districts

{revise}

4. *Maximum Height:* No accessory building shall penetrate a vertical height envelope defined as being a point five feet from a side or rear lot line and extending vertically 8 feet to a point, then extending at a 45 degree angle to the allowed height of the ~~primary building~~zoning district. For clarification, structures shall be measured at grade and shall not exceed the maximum height of the zoning district.

LDC Amendment – Accessory Buildings & Accessory Dwellings (Sect. 3.27)

Section 3.27 Accessory Buildings and Residential Carport Regulations

A. Accessory Buildings Located in Residential Zoning Districts

{revise}

5. *Permitted Uses:* The use of an accessory building shall be consistent with the permitted uses of the applicable zoning district~~, except,~~. ~~no~~ No accessory building shall be used for dwelling purposes (the act of occupying a structure – with or without a kitchen) other than for an accessory dwelling, where permitted by the district regulations or Special Use Permit. No accessory building or accessory dwelling shall be rented.

LDC Amendment – Accessory Buildings & Accessory Dwellings (Sect. 3.27)

Table 3.24.B- - Schedule of Permitted Principal Uses																	
Land Use Classification	Residential District									Non-Residential Districts						Special Land Use Standards or Section Ref.	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML		
B. ACCESSORY USES																	
Accessory Building	P	P	P	P	P	P	P	P	P							Sec. 3.27	n.a.
Carport	S	S	S	S	S	S	S	S	S							Sec. 3.27.C	n.a.
Home Occupations Uses	P	P	P	P	P	P	P	P	P							6	n.a.
Accessory Dwelling	P	P	S	S	S										S	11	1

LDC Amendment – Accessory Buildings & Accessory Dwellings (Sect. 3.27)

Summary

- Add a regulation prohibiting an accessory building forward of the primary dwelling
- Revisions to the maximum height regulation
- Clarification on what qualifies as an accessory dwelling and the need for the Special Use Permit (SUP) approval
- Need clarification on removal of SUP option in the R-20 & R-30 districts

Section 3.27 Accessory Buildings and Residential Carport Regulations

The following regulations shall govern the location, size and use of accessory buildings:

A. Accessory Buildings Located in Residential Zoning Districts *(O-00-1223 / 07/18/00)*

1. *Permit Required:*

   a. A building permit shall be required for any accessory building which exceeds one hundred and twenty (120) square feet. However, all accessory buildings containing 120 square feet or less shall comply with the height and setback requirements of this Section. An accessory building shall only be allowed as an incidental structure to a principle building unless the accessory building is located in the Agricultural District.

   b. For the purpose of this Section, the term accessory building shall include detached residential garages, pool houses, accessory dwellings, gazebos, cabanas, or other shade structures. **Exception:** structures for specific use as playground assemblies and/or playhouses shall be exempt provided that minimum five (5) feet setbacks from property lines are maintained.

2. *Maximum Size and Number of Buildings:*

   a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed four percent (4%) of the aggregate area of the lot. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings.

   b. Accessory dwellings allowed by the Land Development Code shall be limited in size to be no more than the most restrictive of the following:
      1. Fifty percent (50%) of the primary structure;
      2. The maximum allowed square footage for accessory buildings on the lot; or
      3. No more than twelve hundred (1,200) square feet

   c. For the purpose of this Section, the size of an accessory building shall be the square footage of each floor, mezzanine, covered porch, or shade structure.

   d. An application to exceed the total square footage authorized above may be approved as a Special Use Permit (SUP).

   e. An existing accessory building may be remodeled or expanded provided the combined square footage of all accessory buildings does not exceed the maximum square footage allowed. However, a legally-existing accessory building which exceeds the maximum square footage allowed may be remodeled or replaced with a new accessory building, but not expanded or increased in height.

   f. There shall be no physical connection between accessory buildings and a minimum separation of three (3) feet between accessory buildings.

3. *Setbacks:*

   a. No accessory building shall be allowed, erected, or located forward of the primary dwelling. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from this requirement.

   b. No accessory building shall be erected in any required yard, as defined in *Chapter 2 – Definitions*, except as set forth herein.

   ~~b~~c. Attached accessory buildings – Accessory buildings erected ten (10) feet or closer to the principal building shall be considered attached, and shall comply with the setback lines established for the applicable zoning district. For the purpose of this regulation, the distance between buildings shall be

measured between the nearest wall surfaces. **Exception:** Open structures (open on at least 2 ¾ sides), such as patio covers, shall be allowed to extend into the required rear yard setback a maximum of 10 feet.

~~c~~d. Detached accessory buildings – A detached accessory building shall comply with the setback lines established for the applicable zoning district, unless the accessory building is located totally behind the rear of the principal building, then it shall not be placed closer than five (5) feet to any side or rear lot line.

4. *Maximum Height:* No accessory building shall penetrate a vertical height envelope defined as being a point five feet from a side or rear lot line and extending vertically 8 feet to a point, then extending at a 45° angle to the allowed height of the ~~primary building~~zoning district. For clarification, structures shall be measured at grade and shall not exceed the maximum height of the zoning district.

5. *Permitted Uses:* The use of an accessory building shall be consistent with the permitted uses of the applicable zoning district~~, except,. no~~ No accessory building shall be used for dwelling purposes (the act of occupying a structure – with or without a kitchen) other than for an accessory dwelling, where permitted by the district regulations or Special Use Permit. No accessory building or accessory dwelling shall be rented.

6. *Special Use Permit Provision:* Any request for a building permit for an accessory building which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

B. For Accessory Buildings Located in Non-residential Zoning Districts

1. No accessory building shall be erected in any required yard area except as set forth by this section.

2. No accessory building shall be erected within ten (10) feet of any other building unless such accessory building is used as a commercial kiosk, in which case such commercial kiosk cannot be located within fifty (50) feet of another building.

3. Commercial kiosks as accessory uses and/or buildings may be located within approved nonresidential districts subject to the following conditions:

   a. Maximum size of two hundred-fifty (250) square feet.

   b. No inside sales or service or drive in sales or service; walk-up and/or drive-up service permitted.

   c. Exterior walls shall be of at least seventy-five percent (75%) masonry, glass, or other equivalent material, provided metal material does not exceed twenty-five percent (25%) of the exterior walls.

   d. Located within required setbacks and in conformance with this section.

   e. Located in such a manner as to not impede, impair or endanger vehicular traffic on the property where the kiosk is located and for vehicular traffic ingressing from and egressing to public rights-of-way.

   f. Submission of an acceptable site plan shall be required for consideration of the issuance of a building permit unless a current valid Certificate of Occupancy exists.

   g. Limited to one (1) kiosk per platted plot.

C. Residential Carport Regulations – Carports located in zoning districts which permit single family residential dwellings shall comply with the regulations contained in this section.

1. *Approval by Special Use Permit Only:* In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single

family residential dwellings.

2. *Carport Standards:* A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.

   a. *Size*: A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.

   b. *Height*: A carport shall not exceed a maximum height of 15 feet. The height shall be measured from the finished grade to the highest point of the roof.

   c. *Setbacks:*

      i. A carport located within ten (10) feet of the principal building shall comply with the front, side and rear yard setbacks of the zoning district. The distance shall be measured between the two closest points of the carport and principal building.

      ii. A carport located 10 feet or more from a principal building may extend into a required side yard, provided all of the following conditions are satisfied:
      (1) every part of such carport is unenclosed except for necessary structural supports;
      (2) no part of the carport is less than five (5) feet from a side or rear lot line, and
      (3) the carport is located completely within the rear yard area as defined in these zoning regulations.

   d. *Maximum Number Per Lot:* one

   e. *Paving and Street Access:*

      The parking area of a carport shall be paved not less than nine feet (9') by eighteen feet (18') and provide access to a public street right-of-way. Said access shall be a minimum of nine feet (9') in width and paved. All paved surfaces shall be either concrete, asphalt or pave-stone.

   f. *Design Criteria:*

      i. Roof - Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.

      ii. Posts - Posts shall be clad or finished of brick, stone, cedar or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than eight inches (8") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Cedar posts shall be wrapped using masonry stone or brick from the base to at least 50% of the post height. The exposed portion of the cedar post shall be a minimum of 8 inches.

   g. *Adequacy of Plans and Specifications:*

      The applicant requesting a Special Use Permit to construct a carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the City Council to determine that the proposed carport complies with these regulations and the City Council may require additional information when necessary to clarify the applicant's request. At a minimum, the drawings shall contain a plot plan, elevation views and a description of the construction materials.

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number WS-3 **Agenda Date** 12/3/2019
Type Worksession
Department City Secretary

Title
Discussion of 2020 City Council Meeting Dates

Explanation
This item allows for City Council to consider date changes for regularly scheduled City Council meetings in 2020. The chart below lists the dates of the 2020 City Council meetings and potential conflicts.

Staff recommends City Council consider changing the dates of the March 3, October 6, and November 3, meetings due to City Hall being a polling place for the primaries and Election Day, and in consideration of National Night Out on October 6. For informational purposes, the GCISD spring break and potential dates for Stars and Guitars are listed following the 2020 City Council meeting dates.

Based on City Council direction, a resolution providing for any change in meeting date schedule will be brought forward at the next meeting and will be listed on the City's website.

2020 COUNCIL MEETING DATES	
Tuesday, January 7, 2020	
Tuesday, January 21, 2020	
Tuesday, February 4, 2020	
Tuesday, February 18, 2020	
Tuesday, March 3, 2020	Primary Election Day
Tuesday, March 17, 2020	
Tuesday, April 7, 2020	
Tuesday, April 21, 2020	
Election Day – May 2, 2010	
Tuesday, May 5, 2020	
ICSC Conference May 17-19	
Tuesday, May 19, 2020	Canvass & seating of Council
Tuesday, June 2, 2020	
Tuesday, June 16, 2020	
Tuesday, July 7, 2020	
Tuesday, July 21, 2020	
Tuesday, August 4, 2020	
Tuesday, August 18, 2020	

Tuesday, September 1, 2020	
Tuesday, September 15, 2020	
Tuesday, October 6, 2020	**National Night Out**
TML Conference - October 14-16	
Tuesday, October 20, 2020	
Tuesday, November 3, 2020	**National Election Day**
Tuesday, November 17, 2020	
Tuesday, December 1, 2020	
Tuesday, December 15, 2020	
Tuesday, January 5, 2021	
Tuesday, January 19, 2021	

Other known GCISD and City Events

- GCISD Spring Break - March 9-13
- Potential Stars & Guitars Date - June 26
- Potential Stars & Guitars Date - June 27

Attachments

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number WS-4 **Agenda Date** 12/3/2019
Type Worksession
Department City Secretary

Title
Discussion of the December 3, 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** 12/3/2019
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 551.087 – 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-19-4443

A RESOLUTION APPROVING COUNCIL ACTION REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 3, 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 3RD DAY OF DECEMBER 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** 12/3/2019
Type Announcements, Proclamations, and Presentations
Department Fire

Title
Presentation of the Life Saving Award to the Colleyville Fire Department by CareFlite - Fire Chief Mark Cantrell and Mayor Richard Newton

Attachments

RESOLUTION R-19-4444

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 3, 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 November 19, 2019

b. Approval of a construction contract with Garrett Demolition, Inc., for the Overland Trail 1.2 Million Gallon Water Ground Storage (Welded Steel Coated) Site Demolition, in an amount not to exceed $148,232.30 and authorizing the City Manager to execute the contract

c. Approval of an amendment to the Professional Services Agreement with Dunaway Associates, L.P., to include professional construction services to the original contract for the Bransford Road and McPherson Elevated Storage Tank Site Rehabilitation, and Overland Trail Ground Storage Tank Site Demolition Project, in an amount not to exceed $35,010, and authorizing the City Manager to execute the amendment

d. Approval of a contract with Smith Lawn and Tree for the Tree Trimming Contract, in an amount not to exceed $75,000, and authorizing the City Manager to execute the contract

e. Approval of a Pavement Marking contract with TRP Construction Group, LLC, for the Pavement Marking project, in an amount not to exceed $100,000, and authorizing the City Manager to execute the contract

f. Consider and adopt the City of Colleyville Investment Policy, as required by the Texas Public Funds Investment Act

g. Consider and adopt the City of Colleyville's broker/dealer list, as required by the Texas Public Funds Investment Act

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 3RD DAY OF DECEMBER 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
Minutes - Draft

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

Tuesday, November 19, 2019

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, November 19, 2019, at 5:30 p.m.

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

ABSENT: Mayor Pro Tem Bobby Lindamood

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Parks and Recreation Director Lisa Escobedo, Community Relations Specialist Erin Spicer, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Pedestrian Transportation Ad-Hoc Committee recommendations presentation

Assistant City Manager Adrienne Lothery highlighted the Pedestrian Transportation Ad Hoc Committee charge and their meeting schedule. She then introduced Rich Hendler, Chair, who introduced the committee members who were present: David Dudziak, Larry Williamson, Eric Presson, Donn Hethcock, and noted members Cliff LeBlanc and Jennifer Johnson could not be present. Mr. Hendler thanked City staff Adrienne Lothery, Lisa Escobedo, Ray Silva-Reyes, Christine Loven, and Eddie Tangadunrat for their professionalism and assistance. Vice Chair David Dudziak then reviewed the work and recommendations of the committee.

The committee presented maps with their recommendations for sidewalks, trails, and bike routes to provide pedestrian transportation within the City and interconnectivity to other cities.

In developing the recommendations, the Committee established Bransford, Glade, Jackson, LD Lockett, and Bedford Roads as the key areas to be reviewed for pedestrian safety.

School access priorities included connectivity through adjoining neighborhoods to include:

OC Taylor Elementary – from Arbor Trail
Glen Hope Elementary – from Ross Downs / Huntington Meadows
Colleyville Middle / Elementary – from Hardage Estates
Liberty Elementary – from Cimmaron Trail

The committee recommended connectivity to trail systems in adjoining cities and the creation of "The Colleyville Loop", which provides pedestrian transportation around the City. To assist the public in understanding and locating pedestrian routes, the committee also recommended consistent signage for all pedestrian and bike routes, an "Adopt a Trail" program, and to pursue potential designations as bike friendly or pedestrian friendly community.

The City Council thanked the committee for their excellent work and will take all of the recommendations into consideration and the 2019 Sidewalks and Trails Map will be the official map used and attached to the Sidewalk Policy.

WS-2 Discussion of Stars and Guitars performers

Community Relations Specialist Erin Spicer presented a chart of potential entertainers, genres, and costs for performers for the Stars and Guitars event to be conducted in June 2020.

There was general discussion regarding funding from the Hotel Occupancy Tax funds and riders to the entertainers contracts. The City Council agreed the genre should be country music and directed staff to move forward with planning details and provide a follow-up report to City Council as appropriate.

WS-3 Discussion of the Fort Worth Symphony Orchestra ticket distribution

Community Relations Specialist Erin Spicer provided a seating chart for the Colleyville Heritage High School Theatre seating plan, noting there were 788 seats, eight of which are wheelchair accessible, and 100 which have been set aside for students and VIPS. Specialist Spicer stated the City wants to release 1,200 printed tickets for the event, with Colleyville residents being the first priority. She further noted tickets will be ordered via email, and available for pickup at City Hall and the Library, so reminders could be sent. She further stated ushers will be utilized and the CHHS Cafeteria will simulcast and host overflow seating.

There was general discussion regarding parking and marketing.

WS-4 Update on Salvation Army Mayoral Red Kettle Challenge

Community Relations Specialist Erin Spicer stated Mayor Newton committed Colleyville to participating in the Salvation Army Mayoral Red Kettle Challenge on December 14, 2019, and needs assistance with bell ringers from City Council, local civic organizations, and staff. There will also be a link that will be published that will allow people to contribute on line.

Mayor Newton noted Mansfield won the challenge last year and he would like to win this year. Anyone wanting to volunteer should contact Erin Spicer.

WS-5 Coordination of City Council participation in the Grapevine Parade of Lights

Mayor Newton asked the City Council to advise who is participating in the Grapevine Parade of Lights on December 5. City Secretary Christine Loven will advise the parade coordinator.

WS-6 Discussion of the November 19, 2019, City Council regular agenda items

Mayor Newton stated he had reviewed all of the applications for appointment on the agenda and made recommendations, noting discussion would occur in the City Council meeting.

Mayor Newton adjourned the worksession at 6:32 p.m.

Mayor Newton opened Executive Session at 6:33 p.m. and called the roll.

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

ABSENT: Mayor Pro Tem Bobby Lindamood

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 551.087 – 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, 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 7:26 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:34 p.m.

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

ABSENT: Mayor Pro Tem Bobby Lindamood

Mayor Newton stated Mayor Pro Tem Lindamood could not attend this evening as he was released from the hospital earlier in the day because he had a reaction to a change in medication and asked he be kept in prayer.

Mayor Newton thanked Councilmember Tammy Nakamura for presiding over the November 5, 2019 City Council meeting and doing a fantastic job.

INVOCATION: Mayor Richard Newton

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-19-4435

Mayor Newton read Resolution R-19-4435 in its entirety.

Assistant City Manager Adrienne Lothery stated the first item in the resolution is the first Support for Adequate Fire and Emergency Response (SAFER) grant incentive agreement offered by the City and if approved will be granted to Eagle Colleyville Towne Square LP, for fire suppression improvements to the building located at 5604 Colleyville Boulevard.

The second is an economic development grant for building improvements to Texas Oral Surgery and is part of the City's ongoing effort to assist with beautification along the SH26 corridor.

Mayor Newton opened the public hearing at 7:46 p.m. There was no one wishing to speak, and Mayor Newton closed the public hearing at 7:46 p.m.

Councilmember Dodson made a motion to approve Resolution R-19-4435, and Councilmember Kelley seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

Absent: 1 - Mayor Pro Tem Lindamood

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition

The Mayor and Councilmembers made the following announcements:

Mayor Newton discussed the Year in Review/State of City/Flower Mound Presentation providing the following information:

On behalf of the City Council and staff, he prepared and sent a year in review letter to all citizens and has decided to make this an annual tradition. This is one way to report to all citizens what has been accomplished in the last fiscal year and one of the things that we (the City) can do to live up to our commitment to transparency. This letter is being delivered in your monthly water bill so some have received it and others will get it at the end of this month. The Mayor stated the article is long, but encouraged all to read it.

The state of the City has been scheduled for Thursday, February 6th. The Mayor will present first at the Chamber of Commerce luncheon at noon, and that evening to the general public. Both of these will be at the Colleyville Center. He encouraged all to participate and said he is proud of Colleyville and what the City has been able to accomplish.

Mayor Newton spoke to the Flower Mound Republican Club this past week. A Flower Mound City Councilman is president. They have heard of Colleyville's conservative financial success and wanted the Mayor to tell them about it and how we have achieved it.

Mayor Newton and Councilmember Wheat attended the Global Entrepreneur Week luncheon on Tuesday. Dr. Michael Williamson spoke (president of UNTHSC – grew up in Colleyville) and we met several other Colleyville residents that were active in entrepreneurship. We expect to be opening Colleyville's Business Center next spring which relates to this.

Christmas Tree Lighting Ceremony
One of Colleyville's favorite traditions, the Christmas Tree Lighting Ceremony, is scheduled for Friday, December 6 from 5 – 8 pm at City Hall and the brand new Plaza. Be there to light the two-story Christmas tree. Many of the activities that

make this a Colleyville family tradition return, including choral performances from local schools, photos with Santa, live reindeer, crafts, games, and more. Holiday fare and beverages will also be on sale.

Citizen Survey
The 2019 Citizen Survey wrapped up last weekend with a total of 1,312 participating in the survey. All questions were optional and about 950 answered all questions. The survey administrator is working on the final results report, which will include comparing data to prior year responses (on the standard question section). A presentation and discussion with the City Council is planned for the December 17 work session. Thank you to all who took time to answer the survey! This is a critical tool that we use to get feedback from the community on many topics including how we are doing from our bosses' perspective – that is you, the citizens.

Plaza Ribbon Cutting
A ribbon cutting ceremony has been scheduled for the Plaza prior to the December 3 City Council meeting. The ribbon cutting will take place at 5:00 p.m. in the Plaza, with the City Council work session to follow at 5:30 p.m. We look forward to celebrating this new community asset with everyone!

Christmas Volunteer Opportunities
Santa Helper Toy Drive: This event collects toys for needy children and culminates with a delivery event at Heritage High School on December 4. The City is collecting toys at City Hall, Library, Justice Center, and the Senior Center.

Mayor's Red Kettle Challenge: The Salvation Army has issued a challenge to DFW Mayors – assemble a group of volunteers to ring the bell and fill the kettle on December 14. Those wishing to volunteer can do so at one of three locations that day (Walmart, Market Street, or Albertsons) from 10 am to 7pm. Please contact Erin Spicer if you would like to volunteer.

Employee In-Service Day
City employees held an in-service day last Monday on Veteran's Day. The day provided an opportunity for employees to participate in departmental team building activities, take the DiSC personality test and learn how that relates to each other as an organization, as well as recognize tenured employees and those that received special recognition for outstanding work over the last year. Employees participated in a friendly contest to see which department could collect the most items for the GRACE food pantry. A total of 1,592 items were collected (up from 454 from last year!). The winning department was Finance.

Sales Tax Update
The Texas Comptroller's Office has posted the most recent sales tax allocation information for November, representing all receipts from purchases made in September of this year. This period is the last month of fiscal year 2019. FY19

collections continue to fluctuate, but we're ending on a high note. September's receipts represent a 4.8% increase over the same month last year. This brings our final fiscal YTD receipts to 0.2% lower than FY18, with 6 months of increased collections and 6 months of decreased collections from the previous year. Total collections outpaced our FY19 budget by around 0.5% across-the-board.

Special Saturday Collections for Leaf Recycling

Special leaf and tree recycling collection will return again soon. CWD will run special collection routes to recycle bagged leaves starting in December. The special collection days are Saturday, Dec. 7, Dec. 14, Jan. 4, and Jan. 11. CWD will also collect and recycle Christmas trees on those special collection days in January. Residents are asked not to enclose the tree in a plastic sack or bag and to remove all tinsel, stands, and tree decorations. The collections begin at 10 a.m. to allow additional time for residents to rake and bag leaves and place the bags at their curb.

Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - Mayor Richard Newton, Assistant City Manager Mark Wood, Finance Director Kyle Lester, and Finance Manager Karen Hines

Mayor Newton, Assistant City Manager Mark Wood and Finance Director Kyle Lester accepted the GFOA Certificate of Achievement for Excellence in Financial Reporting and noted the City has received this award for 20 plus consecutive years.

In recognition of the Featured Business of the Month - My Lan Vietnamese Kitchen, 5307 Colleyville Boulevard Suite 120, Lan Trinh, Co-Owner - Mayor Richard Newton and Assistant City Manager Adrienne Lothery

Lan Trinh, Co-Owner of My Lan Vietnamese Kitchen thanked Mayor Newton for the recognition of being the featured Business of the Month.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-19-4436

4a Approval of the minutes of the regular City Council meeting of November 5, 2019

4b Approval of a construction contract with A&M Construction, for the Bransford Road Elevated Storage Tank Site Rehabilitation and McPherson Elevated Storage Tank Interior Coating, in an amount not to exceed $1,674,410.00, and authorizing the City Manager to execute the contract

Mayor Newton read Resolution R-19-4436 in its entirety.

Public Works Director Ray Silva-Reyes presented item 4b and answered questions of the City Council.

Mayor Newton asked staff what the project timeline would be and Councilmember Dodson asked if there were safety enhancements incorporated with the rehabilitation.

Director Silva-Reyes stated the project can begin in December and the rehabilitation will provide for updated OSHA standards, security fencing, and cameras.

Councilmember Nakamura stated until reviewing the criteria, she was not educated on what it takes to complete a project like this.

City Manager Jerry Ducay asked staff if there is a contingency plan for the provision of water during the rehabilitations and if shrouding would be used.

Director Silva-Reyes stated there is an established contingency plan, but he does not believe it will be necessary and advised shrouding would be used on the tanks to contain dust and paint.

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

Kathy Hadley, 204 Timberline Drive North, stated she had concerns regarding toxicity until hearing the presentation and thanked Director Silva-Reyes for the explanation.

There were no others wishing to speak, and Mayor Newton closed the public hearing at 8:19 p.m.

Councilmember Wheat made a motion to approve Resolution R-19-4436, and Councilmember Nakamura seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

Absent: 1 - Mayor Pro Tem Lindamood

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report for October of FY20

Finance Director Lester began the presentation by noting the year-end surplus in all accounts appears to be $2.5 million. He noted the auditors are on site and pending their review, he will give a more comprehensive report in December.

Director Lester reviewed all funds, noted the non-operations part of the Utility Fund was closer to budget than last year (which was considerably below budget) due to higher water consumption this year. He also stated at the end of the year it appears revenues are up 5% and expenses are down between 5-6% (including operations expenses) which allowed the operations rates to be lowered again this year.

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

6a Ordinance O-19-2100

Presentation and discussion of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial in Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC19-012

Mayor Newton read the caption of Ordinance O-19-2100.

Community Development Director Ben Bryner presented this item, noting there had been no changes from the first reading and this PUD would allow the auto and truck rental use which is not allowed in the CC-1 Village Retail. Director Bryner noted Enterprise Car Rental intends to construct a 1,602 square foot facility on the property with a wash bay and 28 parking spaces. He stated Enterprise worked with staff on the building facade to meet Colleyville design expectations. Director Bryner stated a preliminary drainage plan shows all drainage to the back of property, and the ordinance stipulates there will be no box trucks, trailers, boats, or commercial vehicles rented from this location. He further noted there have been no responses to the public notifications.

Mayor Newton asked staff about landscaping. Director Bryner replied there are shrubs at the drive approach and the landscape plan was included in the packet, however, Enterprise will be required to meet the standards in Chapter 4 of the Land Development Code.

Councilmember Wheat asked if additional vegetation could be added at the front of the building and Councilmember Rigney asked if there was going to be parking lot interconnectivity from the Red Barn development.

Director Bryner stated the PUD notes the first three spaces will be reserved for the interconnectivity if the Red Barn site develops in the future.

Mayor Newton asked applicants Brendon Hollier, Palio Partners and Eric Seles, Enterprise, to come forward to answer questions of the City Council.

Mayor Newton asked Mr. Seles how many parking spaces there were, how many employees they will have, and how many fleet vehicles will be on site.

Mr. Seles responded he had explained the model at the previous meeting and he feels comfortable with estimating ten Enterprise vehicles on site at one time. He stated the current staffing plan is three to five full time employees and two to four part time employees.

Mayor Newton explained he wants to ensure there is enough parking for customers and would like to write into the ordinance there could be no more than ten Enterprise vehicles on the lot at one time. Mr. Seles explained many customers are picked up from another location and do not bring their own vehicles to the lot. Mr. Seles stated he was okay writing ten vehicles into the ordinance, but was a bit concerned and asked what would happen if 12 cars came back in one night, would someone be counting and fine them.

Mayor Newton stated there would not be a problem with the scenario Mr. Seles explained, but his experience is that it must be written in so when there is a turn-over in staff, the rules are still known and abided by.

Mr. Seles responded if there is some flexibility as he described, he was fine with the limit of ten.

Mayor Newton asked what the parking space dimensions were. Mr. Hollier responded he believed they were the company standard 10 by 20. Director Bryner stated the site exhibit indicates the spaces are 9 by 18, which meets the Land Development Code.

Mr. Hollier asked Mayor Newton if the parking spaces needed to be adjusted and noted it would change the number of spaces. Mayor Newton stated he was fine with the 9 x 18.

Mayor Newton stated he wants to restrict the vehicle rentals to passenger cars, light duty pick-up trucks, and SUVs, no box trucks or commercial vehicles.

Mr. Seles stated Enterprise has a commercial unit and it will not be located at this site. Mayor Newton responded no commercial vehicles will be written into the ordinance as well.

Mr. Hollier asked if he could address Councilmember Wheat's request for additional landscaping. He stated Enterprise had worked with staff to meet design standards and added wainscot to the front of the building, their preference would be not to hide it, but they will add some additional vegetation.

City Manager Jerry Ducay stated there will be four conditions to the ordinance: 1. There will be a cross access easement, and it's a condition of the PUD Ordinance on the southwest corner of the lot represented by the three western parking spaces on the preliminary site plan. 2. There is a limitation of no more than ten

"Enterprise cars", which is their vehicles used for the purpose of rental. 3. The inventory will be limited to cars, SUVs, and light duty pickup trucks only. No large box trucks, diesel, or heavy duty pickup trucks. 4. Additional landscape material will be added to the SH26 and Old Glade frontage, as approved by staff.

Mayor Newton asked City Council to include the statements in making a motion.

Mayor Newton opened the public hearing at 8:51 p.m.

Kathy Handley, 204 Timberline Drive North, stated she feels the City and Enterprise have ,done a good job.

There were no others present wishing to speak and Councilmember Nakamura closed the public hearing at 8:52 p.m.

Councilmember Wheat made a motion to approve Ordinance O-19-2100 with amendments as stated by the City Manager, and Councilmember Rigney seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

Absent: 1 - Mayor Pro Tem Lindamood

6b Ordinance O-19-2102

Presentation and discussion of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial on Lot 1A, Block 1, in the Applebee's Addition, located at 5150 Colleyville Boulevard, Case ZC19-014

Mayor Newton read the caption of Ordinance O-19-2102.

Community Development Director Ben Bryner presented this item, specifically noting the property complies with most of the minimum physical requirements described for the requested PUD-C designation. He stated the Planning and Zoning Commission suggested the drive on Pleasant Run Road should align with the entrance to the bank, but noted there is a conflict with the closeness to Colleyville Boulevard and Pleasant Run Road. Staff therefore recommends the original plan, without this alignment.

Director Bryner stated the exhibits have been updated to show the stone on the front façade and photos of the stone to be used, as requested by City Council at the previous meeting. Director Bryner recapped the variances being sought and stated the request fits into a recent trend of commercial development along

Colleyville Boulevard, noting the restaurant with drive-through use has been identified in the Land Development Code as allowed in the CC-2 Shopping Center district and therefore approval of this PUD includes approval of the drive-through restaurant use.

Councilmembers Nakamura and Wheat stated the front façade is better, but is not quite there yet and asked if there could be additional improvement.

Mayor Newton asked Bryce Nichols, Mayse and Associates, 14881 Quorum Drive, Suite 800, Dallas, to come forward. Mayor Newton stated the Council's words are excellence and quality, and with this in mind, what is the most outstanding Chick-fil-A building in the country. Mr. Nichols stated he would say a restaurant in El Paso which has a combination of cement block, bricks, adobe, and stone. Councilmembers and staff reviewed other Chick-fil-A locations via internet and asked Mr. Nichols if the architecture on the Colleyville restaurant could be updated.

City Manager Jerry Ducay suggested changing the vertical elements, which would not change the interior or add to the footprint. Councilmember Wheat stated the City is building beautiful towers at the gateways and intersection of Main Street and SH26, and asked if the design could compliment the towers.

Mr. Nichols responded they could visit the site in daylight and designers could work with staff on the colors, towers, and building elements of brick and stone.

Manager Ducay asked if hand sketches could be provided to show texture and requested lighting be added to the building.

Mr. Nichols responded he cannot provide hand sketches, but he will provide higher density elevations which will provide a better rendering of textures.

Councilmember Dodson asked if the drive-through narrows at the back of the building. Director Bryner stated yes, the two lanes merge into one.

Mayor Newton asked Bryan Burger, 17103 Preston Road, Dallas, the applicant, to come forward. Mayor Newton asked Mr. Burger what the capacity of the drive-through is.

Mr. Burger responded the drive-through capacity is 27 cars and stated during peak times, food runners and team members to direct traffic, and take orders, are utilized, making the drive-through one lane exit a smooth transition.

Councilmember Dodson stated there is a significant issue on the west side, being the lights from cars, and noted City Council wanted a wall and Chick-fil-A wants live screening.

Director Bryner stated the live screening works because of the distance from the drive-through lane to the street and because the drive-through lane is below street level. There was general discussion regarding lighting and the drive-through lane alignment.

Mayor Newton opened the public hearing at 9:27 p.m.

Steven Groffman, 815 Central Drive, spoke in opposition to this item with concerns for traffic, ingress and egress, and safety of Pleasant Run Road.

Clint Young, 811 Central Drive, spoke in opposition to this item with concerns for traffic, and requested traffic studies be undertaken.

Dee McNosky, 5108 Pleasant Run Road, spoke in opposition to the item with concern for the traffic, egress and enforcement of the requirements.

Anthony McNosky, 5108 Pleasant Run Road, spoke in opposition to the item with concerns for traffic and a blind curve on Pleasant Run Road.

Evan Garcia, 616 Eudaly, spoke in opposition of this item as it is not consistent with the use, and stated concerns for the high traffic and the tightness of the site.

Donald Frusher, 35 Piazza Lane, spoke in opposition of this item with concern for noise and requested a higher wall to mitigate the noise.

Marlene Lala, 816 Central Drive, did not wish to speak, but asked her opposition to this item be recorded.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 9:53 p.m.

Mayor Newton asked Mr. Burger what hours the Chick-fil-A is open and if he wishes to respond to the traffic concerns.

Mr. Burger responded Monday through Thursday 6:30 a.m.-10:00 p.m.; Friday and Saturday 6:30 a.m.–11:00 p.m. Mr. Burger stated the traffic to the restaurant will be heavy because we are tying into a six lane highway and Pleasant Run Road is a collector road.

There was general discussion regarding traffic flow at area Chick-fil-A restaurants.

Councilmember Rigney asked Mr. Burger to address the curve on Pleasant Run Road, lights, and noise.

Mr. Burger explained the traffic flow and how the removal of trees will eliminate the blind curve.

Mayor Newton asked if there were any other questions and noted the discussion has been good, but he feels the item should be tabled to allow for the design changes to be made. The applicant indicated they were okay with tabling to December 3rd.

Councilmember Nakamura made a motion to table Ordinance O-19-2102 with a request for the design improvements to be brought at the December 3, 2019, meeting, and Councilmember Rigney seconded the motion.

The motion to table carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

Absent: 1 - Mayor Pro Tem Lindamood

Mayor Newton recessed the meeting at 10:06 and reconvened at 10:16 p.m.

6c Ordinance O-19-2101
Presentation and discussion of a Special Use Permit for a Fence to extend into the required street side yard on Lot 2, Block 1, of the Hodgkiss Place II Addition, located at 2608 Highland Meadow Drive, Case ZC19-013

Mayor Newton read the caption of Ordinance O-19-2101.

Mayor Newton asked Director Bryner why this is special use. Director Bryner responded this was due to a recent modification in the Land Development Code, and with the fence regulations, if it does not meet those regulations, it goes to the SUP process.

Community Development Director Ben Bryner presented this item, stating the applicant is requesting approval of an SUP to allow for an 8 foot cedar fence to be located on the corner street side property line and within the street side yard of the property and the permit was submitted just before the last amendments to the fence regulations. Director Bryner also stated the Planning and Zoning Commission recommended approval with a 5-foot setback requirement from the side street property line, and the applicant is willing to meet this condition.

Mayor Newton stated he believes the Planning and Zoning Commission and the City Council, as an elected body, must have a particular thought process for items such as these. He went on to ask the City Manager to state what the ordinance says. Mayor Newton then noted the intent of the ordinance is to ensure a side yard setback from a corner lot does not impact neighbors by having a fence in

their front yard. He noted this case is somewhat unique because there is a larger lot to the back of this property. Mayor Newton continued to outline the ordinance and stated there is a reason for the conditions of an ordinance, we, the City Council, recently rewrote the ordinance, to ensure quality, excellence, and clarity. Mayor Newton continued saying, my question then, is it reasonable or rational to allow a change.

There was discussion regarding the thought process of the Planning and Zoning Commission considering sight distance only and not the other conditions of the ordinance.

There was discussion regarding the location of the 30 foot setback, right-of-ways, and the location of the adjacent lots.

Mayor Newton asked Todd Stone, applicant's father, who is representing his son as he was called out of town, to come forward. Mr. Stone stated he understood the overall reasoning of the ordinance and this request is simply to try and match the neighborhood.

Mayor Newton stated the applicant proposes a solid wood fence which does not compliment the wrought iron fence on the neighbor's property or the neighboring subdivision masonry wall.

Mr. Stone stated the Land Development Code does not designate the type of fence, only the setback and it is the setback which they are seeking approval for.

At the request of the Mayor, Director Bryner reviewed changes to the fence regulations over the last year and a half.

Councilmember Rigney stated she is familiar with the property and she would be okay with a combination of a privacy fence in the back and wrought iron to the front, and does not like the lack of alignment and consistency as it currently stands.

There was further discussion regarding alignment.

Mayor Newton opened the public hearing at 10:47 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 10:47 p.m.

Councilmember Wheat stated in this case, she would recommend an iron fence with greenery and some allowance for placement of the fence to provide aesthetics to the neighborhood. There was further discussion regarding placement, with Mr. Stone moving to the dais to review a map offered by Mayor Newton.

Mayor Newton stated if a wrought iron fence with greenery was agreed to, he would be willing to give on the setback. Without a wrought iron fence, he was not willing to compromise, but he is only one vote.

There was further discussion regarding fence type in the neighborhood and location.

Mayor Newton said to Mr. Stone, from discussion with City Council, if they will agree to a wrought iron fence, with greenery, the Council will allow the variance to the setback, or they were free to build a wooden fence at the 30' set back line. Mayor Newton asked what Mr. Stone's preference was. After further discussion with his son via telephone, Mr. Stone said his son would like additional time to make the decision. Mayor Newton recommended the Council make a motion to table until December 3rd.

Councilmember Wheat made a motion to table Ordinance O-19-2101 and Councilmember Dodson seconded the motion.

The motion to table carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

Absent: 1 - Mayor Pro Tem Lindamood

6d Ordinance O-19-2103
Presentation and discussion of a Special Use Permit for a fence to extend into the required street side yard on Lot 20, Block 1, of the Creekside at Colleyville Addition, located at 4708 Latour Lane, Case ZC19-016

Mayor Newton read the caption of Ordinance O-19-2103.

Community Development Director Ben Bryner presented this item and gave a review of the Land Development Code requirements, noting nothing has changed since the first reading.

Doyle Miller, 4708 Latour Lane, the applicant, provided photographs of the side yard and asked to be allowed to keep the fence with gate on the wall in the back of the home. Mayor Newton said that since this yard had a 6' retaining wall, the sidewalk would require a railing for safety, and a metal decorative fence made sense because it could serve as a railing. City Council agreed the request is necessary.

Mayor Newton opened the public hearing at 11:13 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:14 p.m.

Councilmember Dodson made a motion to approve Ordinance O-19-2103 and Councilmember Nakamura seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

Absent: 1 - Mayor Pro Tem Lindamood

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-19-4437

Authorizing the application and receipt of a grant for disaster debris management through the Texas Commission on Environmental Quality (TCEQ) and North Central Texas Council of Governments (NCTCOG), for the cities of Bedford, Colleyville, Euless, Grapevine, and Hurst

Mayor Newton read Resolution R-19-4437 in its entirety.

Fire Chief Mark Cantrell presented this item and advised the City Council each participating City must pass the proposed resolution in order to apply and accept the grant. Chief Cantrell stated the grant allows the City to proactively prepare for clean-up following a severe weather event.

Mayor Newton opened the public hearing at 11:21 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:21 p.m.

Councilmember Nakamura made a motion to approve Resolution R-19-4437, and Councilmember Kelley seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

ABSENT: 1 – Mayor Pro Tem Lindamood

7b Resolution R-19-4438

Consideration of appointments to the Library Board and amending the appointment terms to November

Mayor Newton read Resolution R-19-4438 in its entirety.

Mayor Newton opened the public hearing at 11:24 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:24 p.m.

Councilmember Dodson made a motion to approve Resolution R-19-4438, appointing Kay Newton-Place 1, Pat Jones-Place 3, Cecelia Sublette-Place 5, and John Roberts-Alternate 1 and Councilmember Wheat seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

ABSENT: 1 – Mayor Pro Tem Lindamood

7c Resolution R-19-4439
Extending the term of members of the Metroport Teen Court Advisory Board and amending the Appointment terms to November for two years

Mayor Newton read Resolution R-19-4439 in its entirety.

Mayor Newton stated this resolution will provide for Colleyville to be consistent with the terms of other participating cities.

Mayor Newton opened the public hearing at 11:26 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:26 p.m.

Councilmember Kelley made a motion to approve Resolution R-19-4439, and Councilmember Rigney seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

ABSENT: 1 – Mayor Pro Tem Lindamood

7d Resolution R-19-4440
Consideration of appointments to the Planning and Zoning Commission and amending the appointment terms to November

Mayor Newton read Resolution R-19-4440 in its entirety.

Mayor Newton opened the public hearing at 11:28 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:28 p.m.

Councilmember Rigney made a motion to approve Resolution R-19-4440, appointing Matt Koch-Place 5, Claudia Bevill-Place 6, and George Bond-Place 7, and Councilmember Dodson seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

ABSENT: 1 – Mayor Pro Tem Lindamood

7e Resolution R-19-4441
Consideration of appointments to the Zoning Board of Adjustment and amending the appointment terms to November

Mayor Newton read Resolution R-19-4441 in its entirety.

Mayor Newton opened the public hearing at 11:30 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:30 p.m.

Councilmember Dodson made a motion to approve Resolution R-19-4441, appointing Frank Carroll-Place 4, Mic Deakin-Place 5, and Taylor Anderson-Alternate 1 and Councilmember Kelley seconded the motion.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney

ABSENT: 1 – Mayor Pro Tem Lindamood

8. CITIZEN COMMENTS

There was no one present wishing to speak.

9. REPORTS

October 22, 2018 Planning and Zoning Commission Minutes
October 22, 2018 Planning and Zoning Commission Worksession Minutes
November 13, 2018 Planning and Zoning Commission Minutes
November 26, 2018 Planning and Zoning Commission Worksession Minutes

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, NOVEMBER 19, 2019 - READING AND PUBLIC HEARING - RESOLUTION R-19-4442

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 11:33 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF DECEMBER 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 **Agenda Date** 12/3/2019 **Number** Resolution R-19-4444
Type Resolution
Department Engineering

Title
Approval of a construction contract with Garrett Demolition, Inc., for the Overland Trail 1.2 Million Gallon Water Ground Storage (Welded Steel Coated) Site Demolition, in an amount not to exceed $148,232.30 and authorizing the City Manager to execute the contract

Strategic Plan
3.4 Thoroughly plan for future capital investments and associated costs

Explanation
Reading and Public Hearing

On September 17, 2019, the City Council passed Resolution R-19-4420, approving the Fiscal Year 2020-2024 Capital Improvement Program (CIP) including the Water Project 7: Demolish Overland Trail Pump Station.

The project consists of two parts; Base Bid A and Alternate Bid No. 1. The proposed contract amount of $148,232.30 does not include the Alternate Bid No. 1 and is $101,767.70 below the budgeted amount of $250,000.00.

Base Bid A consists of removing a 1.2 million gallon water ground storage tank (welded steel coated), removing the concrete ringwall and foundation to full depth, removing foundation granular material, removing three one story cinder block buildings, removing yard piping, and removing select equipment from the pump house and filling in pipe chases to floor grade.

Alternate Bid No. 1 consist of salvaging gaffrey dual girder three ton crane with shaw box and salvaging taskmaster heaters. After further review, staff recommends not to award the Alternate Bid No. 1 as a part of this construction contract.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on October 6, October 13, October 20, October 27, and November 3, 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 53 plan holders, of which were 2 engineers, 15 general contractors, 1 government agency, 3 manufacturers, 7 other, 4 plan rooms, 13 sub-

contractors, and 8 suppliers.

The City received three sealed bids, which were opened and publicly read aloud on November 19, 2019.

Financial Impact
Funding for the project is available in the Capital Utility Fund
Form 1295 - Acknowledged by City

Recommendation
Approve

Attachments
1. Overland Bid Tabs
2. Consultant Recommendation Letter
3. Overland Demo Construction Contract
4. Form 1295
5. Resolution R-19-4420

City Colleyville, TX
Bid Tabulations
Overland Trail 1.2 Million Gallon Water Ground Storage
(Welded Steel Coated) Site Demolition

BID DATE: November 19, 2019

Bidder				Garrett Demolition, Inc.		Fort Worth Civil Constructors, LLC		Lathan Construction, LLC	
Location				232 SW Johnson Ave. #633		P.O. Box 164513		556 Northpark Dr.	
				Burleson, TX 76097		Fort Worth , TX 76161		Bossier City, LA 71111	
Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk				BB		BB		BB	
Addenda Acknowledged				Addendum 1		Addendum 1		Addendum 1	
Colleyville Project Manager:			Nathan Frohman						
No.	Bid Quantity	Unit of Measure	Description	Unit Price	Bid Value	Unit Price	Bid Value	Unit Price	Bid Value
			Base Bid A - Overland Ground Storage Tank Demolition						
1	1	LS	Mobilization and Bonds in accordance with Specification A-4.19	$ 10,275.00	$ 10,275.00	$ 16,558.00	$ 16,558.00	$ 41,000.00	$ 41,000.00
2	1	LS	Remove 1.2 Million Gallon GST (Welded Steel/Coated 299.6' Circumference)	$ 32,980.00	$ 32,980.00	$ 65,920.00	$ 65,920.00	$ 200,000.00	$ 200,000.00
3	1	TON	Remove One-Story Cinder Block Building (Area = 58.4 SF)	$ 2,200.00	$ 2,200.00	$ 6,190.00	$ 6,190.00	$ 2,500.00	$ 2,500.00
4	1	LS	Remove One-Story Cinder Block Ammonia Building (Area = 128.8 SF)	$ 2,800.00	$ 2,800.00	$ 18,845.00	$ 18,845.00	$ 4,500.00	$ 4,500.00
5	1	LS	Remove One-Story Cinder Block Chlorine Building (Area = 128.8 SF)	$ 2,800.00	$ 2,800.00	$ 18,845.00	$ 18,845.00	$ 4,500.00	$ 4,500.00
6	4	EA	Tree Protection	$ 213.00	$ 852.00	$ 240.00	$ 960.00	$ 500.00	$ 2,000.00
7	142	SF	Remove Equipment Foundation	$ 5.65	$ 802.30	$ 11.00	$ 1,562.00	$ 70.00	$ 9,940.00
8	102	SY	Remove Concrete Pavement	$ 28.25	$ 2,881.50	$ 45.00	$ 4,590.00	$ 70.00	$ 7,140.00
9	1	LS	Remove Yard Piping (Including Valves, Meter Boxes, Fittings and Blocking)	$ 10,800.00	$ 10,800.00	$ 43,033.00	$ 43,033.00	$ 20,000.00	$ 20,000.00
10	4	CY	CLSM Fill for Abandonment Plug and Filling Abandoned Pipe	$ 2,882.50	$ 11,530.00	$ 300.00	$ 1,200.00	$ 1,500.00	$ 6,000.00
11	1	LS	Remove Equipment Per Schedule (Plan Sheet 6)	$ 8,000.00	$ 8,000.00	$ 10,825.00	$ 10,825.00	$ 25,000.00	$ 25,000.00
12	6	EA	Remove Concrete Pads in Pumping Building	$ 350.00	$ 2,100.00	$ 1,755.00	$ 10,530.00	$ 1,500.00	$ 9,000.00
13	100	CY	Backfill Pipe Chases	$ 28.50	$ 2,850.00	$ 35.00	$ 3,500.00	$ 160.00	$ 16,000.00
14	50	SY	6" Concrete Pad (Class C Concrete)	$ 164.00	$ 8,200.00	$ 125.00	$ 6,250.00	$ 160.00	$ 8,000.00
15	1	LS	Erosion Control	$ 1,200.00	$ 1,200.00	$ 6,086.00	$ 6,086.00	$ 2,500.00	$ 2,500.00
16	150	CY	Unclassified Earthwork	$ 88.65	$ 13,297.50	$ 22.00	$ 3,300.00	$ 250.00	$ 37,500.00
17	4,400	SY	Hydromulch	$ 0.56	$ 2,464.00	$ 0.90	$ 3,960.00	$ 5.00	$ 22,000.00
18	1	LS	Disconnect Electric At Pump Building	$ 2,200.00	$ 2,200.00	$ 3,000.00	$ 3,000.00	$ 6,800.00	$ 6,800.00
19	1	LS	Construction Contingency	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
			Base Bid A Subtotal		**$ 148,232.30**		**$ 255,154.00**		**$ 454,380.00**
			Alternative Bid No. 1						
1	1	EA	Salvage Gaffrey Dual Girder 3 Ton Crane w/ Shaw Box Hoist	$ 6,250.00	$ 6,250.00	$ 7,500.00	$ 7,500.00	$ 8,500.00	$ 8,500.00
2	4	EA	Salvage Taskmaster Heaters	$ 375.00	$ 1,500.00	$ 350.00	$ 1,400.00	$ 3,500.00	$ 14,000.00
			Alternate Bid B Subtotal		**$ 7,750.00**		**$ 8,900.00**		**$ 22,500.00**
			BASE BID A - OVERLAND GROUND STORAGE TANK DEMOLITION		$ 148,232.30		$ 255,154.00		$ 454,380.00
			ALTERNATIVE BID NO. 1		$ 7,750.00		$ 8,900.00		$ 22,500.00
			TOTAL BID		**$ 155,982.30**		**$ 264,054.00**		**$ 476,880.00**

DUNAWAY

Wednesday, November 21, 2019

Mr. Ray Silva Reyes
Public Works Director
City of Colleyville
City Hall
100 Main Street
Colleyville, Texas 76034

RE: OVERLAND TRAIL 1.2 MILLION GALLON WATER GROUND STORAGE (WELDED STEEL COATED) SITE DEMOLITION

Dear Ray,

Sealed Bids were received from three contractors for the project listed above on Tuesday, November 19, 2019 at 2:00 PM. The tabulations are attached to this letter. Garrett Demolition, Inc. is the lowest qualified bidder with a total base bid of $148,232.30 and an alternative bid total of $7,750.00. It has since been determined that the work in the alternate bid is not needed on this project.

Garret Demolition, Inc. submitted a project list with references. Three references were contacted, and each provided positive feedback regarding Garrett Demolition's Inc. demolition work. Based on the references and project list, it is recommended the City of Colleyville enter into contract with Garrett Demolition, Inc. for the demolition of the above referenced project for the base bid of $148,232.30.

Should you have any questions, please call me at (817) 335-1121.

Sincerely,

Bryan E. Sherrieb, P.E.
Discipline Lead

CONSTRUCTION SERVICES AGREEMENT

Overland Trail 1.2 Million Gallon Water Ground Storage (Welded Steel Coated) Site Demolition

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Garrett Demolition, 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 Overland Trail 1.2 Million Gallon Water Ground Storage (Welded Steel Coated) Site Demolition (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-2020-004 ("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 ONE HUNDRED AND FORTY-EIGHT THOUSAND TWO HUNDRED AND THIRTY-TWO AND 30/100 DOLLARS ($148,232.30) (“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 One Hundred and Eighty (180) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 180th 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 c/o City Secretary 100 Main Street, 3rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Garrett Demolition, Inc. Attn: Bradley Garrett President PO Box 633 Burleson, Texas 76097

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 December 4, 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:November 22, 2019:v4.2019

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

CONTRACTOR
Garrett Demolition, Inc.

By: _____
Bradley Garrett
President

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-565118

Date Filed:
11/26/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Garrett Demolition, Inc
Burleson, 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.
Bid # ENG-2020-004
Overland Trail 1.2 Million Gallon Water Ground Storage (Welded Steel Coated) Site Demolition Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Collmar, April	Burleson, TX United States		X
Garrett, Bradley	Burleson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Melinda Bee, and my date of birth is 11/15/1972.

My address is PO Box 633 (street), Burleson (city), TX (state), 76097 (zip code), USA (country).

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

Executed in Johnson County, State of Texas, on the 26th day of November (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-565118

Date Filed:
11/26/2019

Date Acknowledged:
11/26/2019

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

Garrett Demolition, Inc
Burleson, 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.

Bid # ENG-2020-004
Overland Trail 1.2 Million Gallon Water Ground Storage (Welded Steel Coated) Site Demolition Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Collmar, April	Burleson, TX United States		X
Garrett, Bradley	Burleson, 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)

RESOLUTION R-19-4420

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 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 September 3, 2019

b. Approval of the minutes of the City Council Worksession of August 27, 2019

c. Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services

d. Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)

e. Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed $161,360.00, and authorize the City Manager to execute the amendment

f. Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed $368,983, and authorizing the City Manager to execute the agreement

g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed $121,382.00, and authorize the City Manager to execute the amendment

h. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed $206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price

i. Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement

j. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 17TH DAY OF SEPTEMBER 2019.

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

ATTEST:

Christine Loven

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4c **Agenda Date** 12/3/2019 **Number** Resolution R-19-4444
Type Resolution
Department Public Works

Title
Approval of an amendment to the Professional Services Agreement with Dunaway Associates, L.P., to include professional construction services to the original contract for the Bransford Road and McPherson Elevated Storage Tank Site Rehabilitation, and Overland Trail Ground Storage Tank Site Demolition Project, in an amount not to exceed $35,010, and authorizing the City Manager to execute the amendment

Strategic Plan
3.2 Ensure regular repair and replacement of water and wastewater facilities
3.4 Thoroughly plan for future capital investments and associated costs

Explanation
Reading and Public Hearing

In November of 2018, City Council approved a Professional Service Agreement (PSA) with Dunaway Associates, L.P., for the design of the Bransford Road Elevated Storage Tank Site Rehabilitation and Overland Trail Ground Storage Tank Site Demolition Project. That PSA did not include a construction services component. Staff is now amending the PSA to include a construction services component.

Construction services include project advertising and bidding process, contractor interview and recommendation, attending a pre-construction meeting, evaluation of shop drawings, project site visits, responding to requests for information, and preparing full size plans and project manuals. The construction service phase will be for all three tanks.

In September of 2018, City Council approved the 2019 - 2023 Capital Improvement Program by Resolution R-18-4305, which included the design of the Bransford Road Elevated Storage Tank Site Rehabilitation and Overland Trail Ground Storage Tank Site Demolition Project. The construction of the improvements are anticipated for Fiscal Year 2020.

Financial Impact
Funding for the amendment is available in the Utility Capital Project Fund.

Recommendation
Approve

Attachments

1. Dunaway PSA Amendment 1

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement ("First Amendment") is entered by and between the **City of Colleyville, Texas** ("City") and **Dunaway Associates, L.P.** ("Professional") as of the Effective Date.

WHEREAS, City and Professional previously entered into a Professional Services Agreement effective December 18, 2018, ("the Agreement"); and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Professional agree as follows:

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the revisions to the Project scope contained in Amendment #1 attached hereto and incorporated herein as Exhibit A to this First Amendment.

2. The total compensation amount stated in Section 4(C) of the Agreement (entitled "Payment") is hereby amended to provide for a revised total not to exceed amount of One Hundred Seventy-Nine Thousand Five Hundred Eighteen Dollars ($179,518).

3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement remain in full force and effect without amendment.

4. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional ("the Effective Date").

Signatures on following page

SIGNED AND AGREED by City on _____.

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

APPROVED AS TO FORM:

By: _____
Whitt L. Wyatt, City Attorney

SIGNED AND AGREED by Professional on _____.

Dunaway Associates, L.P.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

BRANSFORD ROAD ELEVATED STORAGE TANK SITE REHABILITATION AND McPHERSON ROAD ELEVATED STORAGE TANK INTERIOR COATING
Tank Inspection Services

SCOPE OF SERVICES

(attached)

AMENDMENT #1
To
PROFESSIONAL SERVICES AGREEMENT FOR
BRANSFORD ROAD ELEVATED STORAGE TANK SITE REHABILITATION AND OVERLAND TRAIL GROUND STORAGE TANK SITE DEMOLITION
AND McPHERSON ROAD ELEVATED STORAGE TANK INTERIOR COATING

City of Colleyville

The City of Colleyville has identified the need to have additional services added to the existing Professional Services Agreement for Bransford Road Elevated Storage Tank Site Rehabilitation, and Overland Trail Ground Storage Tank Site Demolition. The scope of work for Additional Engineering Services includes bid phase services and construction phase services, more specifically defined below. This amendment does not change any other terms of the professional services agreement.

ADDITIONAL ENGINEERING SERVICES – BRANSFORD ROAD

Dunaway provided the following bid phase service tasks:

1. Responding to Contractor Questions and Issuing 2 Addenda
2. Tabulating and Evaluating Competitive Sealed Proposals,
3. Requesting Additional Information from Bidders
4. Interviewing Bidders
5. Ranking each bidder to use in making a recommendation

Dunaway proposes the following construction phase service tasks, with the understanding that the actual tasks may vary and that the contract value shall not be exceeded without prior authorization. With these services below, it is understood that Dunaway will coordinate with the City's tank inspection consultant during the construction period.

1. Attend a preconstruction conference
2. Attend a Public Meeting
3. Evaluate Shop Drawings (4)
4. Project Site Visits (4)
5. Respond to Request for Information (3)
6. Printing 3 full sized set of plans, three half sized sets of plans, and three confirmed bid books for distribution.

AMENDMENT #1 to PROFESSIONAL SERVICES AGREEMENT FOR BRANSFORD ROAD ELEVATED STORAGE TANK SITE REHABILITATION AND OVERLAND TRAIL GROUND STORAGE TANK SITE DEMOLITION AND McPHERSON ROAD ELEVATED STORAGE TANK INTERIOR COATING

ADDITIONAL ENGINEERING SERVICES – OVERLAND TRAIL

Bid Phase Services Including:

1. Responding to Contractor Questions and Issuing 1 Addendum
2. Tabulating and Evaluating Bids,
3. Preparing a letter of recommendation

Construction Phase Services:

1. Attend a preconstruction conference
2. Evaluate Shop Drawings
3. Project Site Visits (2)
4. Respond to Request for Information (1)
5. Printing 3 full sized set of plans, three half sized sets of plans, and three confirmed bid books for distribution.

ADDITIONAL ENGINEERING SERVICES – McPHERSON

As McPherson has been bid with Bransford, many of the tasks below are shared with Bransford. The fee for this item is applied proportionately.

Construction Phase Services:

1. Attend a preconstruction conference
2. Attend a Public Meeting
3. Evaluate Shop Drawings
4. Project Site Visits (2)
5. Respond to Request for Information (1)

AMENDMENT #1 to PROFESSIONAL SERVICES AGREEMENT FOR BRANSFORD ROAD ELEVATED STORAGE TANK SITE REHABILITATION AND OVERLAND TRAIL GROUND STORAGE TANK SITE DEMOLITION AND McPHERSON ROAD ELEVATED STORAGE TANK INTERIOR COATING

City of Colleyville

BID PHASE, CONSTRUCTION PHASE, AND INSPECTION FEES SCHEDULE

The following table reflects the fees for each project by phase of project:

	Bransford Road	McPherson	Overland Trail
Bid Phase Services	$10,300.00		$2,090.00
Construction Phase Services	$15,165.00	$2,400.00	$5,055.00
PROJECT TOTAL	$25,465.00	$2,400.00	$7,145.00

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4d **Agenda Date** 12/3/2019 **Number** Resolution R-19-4444
Type Resolution
Department Public Works

Title
Approval of a contract with Smith Lawn and Tree for the Tree Trimming Contract, in an amount not to exceed $75,000, 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 September 17, 2019, the City Council approved Resolution R-19-4420, adopting the Capital Improvement Program (CIP) Fiscal Year 2020-2024.

The CIP includes $75,000 for parkway tree removal and replacement along creeks, arterial, and collector roads as classified in the City of Colleyville 2015 Thoroughfare Plan. There are sufficient quantities of work items identified by staff for the contractor to perform tree trimming and stump grinding throughout the City.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on October 06, October 13, October 20, October 27 and November 03, 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 31 plan holders, of which 13 were general contractors, 4 sub-contractors, 2 suppliers, 3 plan rooms, and 9 other.

The City received three sealed bids, which were opened and publicly read aloud on November 20, 2019.

Financial Impact
Parkway tree removal and replacement funds are designated and available in the Capital Project Funds.

Recommendation
Approve

Attachments
1. Tree Trimming - Bid Tabs
2. Form 1295 Certificate for Tree Trimming
3. Resolution R-19-4420
4. Construction Services Agreement
5. Tree Trimming Presentation

	CITY OF COLLEYVILLE								
	TREE TRIMMING								
	11/20/2019								
				Smith Lawn and Tree	Smith Lawn and Tree	Northeast Service Inc	Northeast Service Inc	Grod Construction	Grod Construction
BID ITEMS	DESCRIPTION	UNIT	QUANTITY	$	$	$	$	$	$
1	Tree removal along creeks	Per Hour	100	189.99	18999	145	14500	299	29900
2	Tree trimming along creeks	Per Hour	100	184.99	18499	145	14500	299	29900
3	Stump grinding	Per Hour	100	75	7500	95	9500	299	29900
4	Tree trimming along ROW	Per Hour	100	184.99	18499	225	22500	349	34900
5	Tree removal along ROW	Per Hour	100	189.99	18999	225	22500	349	34900
	Grand Total				**82496**		**83500**		**159500**
	Bid Position				**1**		**2**		**3**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-564445

Date Filed:
11/22/2019

Date Acknowledged:
11/22/2019

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

The Paysage Group DBA Smith Lawn and Tree
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.

ENG2020-006
Tree Trimming

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. [X]

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)

RESOLUTION R-19-4420

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 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 September 3, 2019

b. Approval of the minutes of the City Council Worksession of August 27, 2019

c. Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services

d. Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)

e. Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed $161,360.00, and authorize the City Manager to execute the amendment

f. Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed $368,983, and authorizing the City Manager to execute the agreement

g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed $121,382.00, and authorize the City Manager to execute the amendment

h. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed $206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price

i. Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement

j. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 17TH DAY OF SEPTEMBER 2019.

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

ATTEST:

Christine Loven

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

CONSTRUCTION SERVICES AGREEMENT
Tree Trimming

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Smith Lawn and Tree**, 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 Tree Trimming (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-2020-006 ("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 SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000) (“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. CONTRACTOR shall complete all work related to the Project on or before December 31, 2020.

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 $1,000 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 c/o City Secretary 100 Main Street, 3rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Smith Lawn and Tree Attn: Glen Jennings Director of Tree Care 3200 Handley Ederville Road Richland Hills, Texas 76118

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 December 3, 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:DE:Date:November 22, 2019:v4.2019

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

CONTRACTOR
Smith Lawn and Tree

By: _____
Glen Jennings
Director of Tree Care

4d. FY 2020 Tree Trimming Contract



- Approval of a contract with Smith Lawn and Tree for the Tree Trimming Contract, in an amount not to exceed $75,000, and authorizing the City Manager to execute the contract.
- The CIP includes $75,000 for Parkway Tree Removal and Replacement along creeks, arterial and collector road as classified in the City of Colleyville 2015 Thoroughfare Plan.
- There are sufficient quantities of work items identified by staff for the contactor to perform tree trimming and stump grinding throughout the City.
- Proposed start locations are:

  Hall Johnson Corridor starting at McCain

  Glade Rd Corridor starting at Heritage

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4e **Agenda Date** 12/3/2019 **Number** Resolution R-19-4444
Type Resolution
Department Public Works

Title
Approval of a Pavement Marking contract with TRP Construction Group, LLC, for the Pavement Marking project, in an amount not to exceed $100,000, and authorizing the City Manager to execute the contract

Strategic Plan
3.1 Upgrade the condition of major roads and neighborhood streets

Explanation
Reading and Public Hearing

On September 17, 2019, the City Council approved Resolution R-19-4420, adopting the Capital Improvement Program (CIP) Fiscal Year 2020-2024. The CIP includes $100,000 for Pavement Marking Rehabilitation.

There are sufficient quantities of work items identified by staff for the contractor to perform pavement markings and restriping throughout the City for Fiscal Year 2020.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on October 06, October 13, October 20, October 27 and November 03, 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 24 plan holders, of which 7 were general contractors, 6 sub-contractors, 1 Government Agency, 3 suppliers, 4 plan rooms, and 3 other.

The City received 3 sealed bids, which were opened and publicly read aloud on November 18, 2019.

Financial Impact
Capital Projects Funds for Street Pavement Marking designated and available in the Fiscal Year 2020 CIP.

Recommendation
Approve

Attachments

1. Pavement Marking Bid Tabulation
2. Resolution R-19-4420
3. Form 1295 Certificate Pavement Markings
4. Construction Services Agreement
5. Pavement Marking Presentation

City of Colleyville Pavement Marking FY2020				TRP Const Group LLC		THM LLC		Stripe -A-Zone	
Item number	Description And Price In Words	Qty	Unit	Prices In Figures		Prices In Figures		Prices In Figures	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	4" Yellow, Solid, 60 Mil	8,000	LF	0.6	4800	0.65	5200	0.5	4000
2	4" Yellow, Skip, 60 Mil	9,000	LF	0.6	5400	0.75	6750	0.5	4500
3	4" White, Solid, 60 Mil	12,000	LF	0.6	7200	0.65	7800	0.5	6000
4	4" White, Skip, 60 Mil	40,000	LF	0.6	24000	0.75	30000	0.5	20000
5	8" White, Solid, 60 Mil	15,000	LF	1	15000	1	15000	1.1	16500
6	4" Yellow, Double Solid, 90 Mil	25,000	LF	1	25000	1.28	32000	1.15	28750
7	4" Yellow, Solid, 90 Mil	8,000	LF	0.7	5600	0.8	6400	0.575	4600
8	4" Yellow, Skip, 90 Mil	5,000	LF	0.7	3500	0.9	4500	0.575	2875
9	4" White, Solid, 90 Mil	10,000	LF	0.7	7000	0.8	8000	0.6	6000
10	4" White, Skip, 90 Mil	10,000	LF	0.7	7000	0.9	9000	0.6	6000
11	8" White, Solid, 90 Mil	10,000	LF	1	10000	1.4	14000	1.35	13500
12	12" White, Solid (120 Mil)	1,600	LF	3	4800	5	8000	3.5	5600
13	24" White, Solid (120 Mil)	6,000	LF	5.5	33000	9	54000	6.6	39600
14	8' White, Arrow (All) 120 Mil	1,200	LF	90	108000	45	54000	150	180000
15	Remove Raised Pavement Markings	1,000	LF	3	3000	3	3000	1	1000
16	Removal 4" Only	10,000	LF	0.7	7000	0.55	5500	0.45	4500
17	Removal 8" Only	7,000	LF	1	7000	1.15	8050	0.8	5600
18	Removal 12" Only	800	LF	1.5	1200	2	1600	2	1600
19	Removal 24" Only	1,200	LF	2.5	3000	4	4800	2	2400
20	Removal Arrow Only	20	EA	50	1000	175	3500	100	2000
21	Sharrow (Shared Bike Lane) 9'3" X 3'3"	15	EA	225	3375	325	4875	535	8025
22	Custom Stencil 1st Time Only	1	EA	1000	1000	525	525	835	835
23	Bike Lane Logo 48"	20	EA	225	4500	475	9500	215	4300
24	Handicap Logo	10	EA	250	2500	225	2250	454	4540
25	Construction Contingency	1	LS	$75,000	75000	$75,000	75000	75000	75000
	GRAND TOTAL BID AMOUNT				**368875**		**373250**		447725
	Bid Position				**1**		**2**		**3**

RESOLUTION R-19-4420

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 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 September 3, 2019

b. Approval of the minutes of the City Council Worksession of August 27, 2019

c. Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services

d. Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)

e. Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed $161,360.00, and authorize the City Manager to execute the amendment

f. Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed $368,983, and authorizing the City Manager to execute the agreement

g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed $121,382.00, and authorize the City Manager to execute the amendment

h. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed $206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price

i. Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement

j. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 17TH DAY OF SEPTEMBER 2019.

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

ATTEST:

Christine Loven

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2019-564550

Date Filed:
11/22/2019

Date Acknowledged:
11/22/2019

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

TRP Construction Group, LLC
Fort Worth, 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-2020-005
Pavement Markings

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. [X]

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)

CONSTRUCTION SERVICES AGREEMENT
Pavement Markings

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **TRP Construction Group 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 Pavement Markings (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-2020-005 ("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 ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000) (“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. CONTRACTOR shall complete all work related to the Project on or before December 31, 2020.

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 $1,000 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 c/o City Secretary 100 Main Street, 3rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	TRP Construction Group LLC Attn: Rob Everitt General Manager 2213 Moneda Street Haltom City, Texas 76117

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 December 3, 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:DE:Date:November 22, 2019:v4.2019

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

CONTRACTOR
TRP Construction Group LLC

By: _____
Rob Everitt
General Manager

4e. FY 2020 Pavement Marking Contract



- Approval of a Pavement Marking contract with TRP Construction Group for the Pavement Marking Contract, in an amount not to exceed $100,000, and authorizing the City Manager to execute the contract.
- The CIP includes $100,000 for Pavement Marking Rehabilitation.
- Staff has prepared a pavement marking rehabilitation program for Fiscal Year 2020. There are sufficient quantities of work items included in the proposed contract to perform stripping and restriping throughout the City.
- Proposed start locations are Bogart Drive and Hall Johnson Road to city limit.

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4f **Agenda Date** 12/3/2019 **Number** Resolution R-19-4444
Type Resolution
Department Finance

Title
Consider and adopt the City of Colleyville Investment Policy, as required by the Texas Public Funds Investment Act

Strategic Plan
2.4 Demonstrate stewardship of public resources

Explanation
Reading and Public Hearing

As required by the Public Funds Investment Act, staff is asking Council to consider and adopt the revised City of Colleyville Investment Policy.

Emphasizing safety and liquidity before yield, this policy specifies guidelines regarding conflict of interest, internal controls, authorized/prohibited investments, diversification, training and reporting, and yield benchmarks.

Changes from the previous year's policy are mostly related to removing redundant wording and keeping the language consistent with the Public Funds Investment Act. Staff did substantially alter the section outlining collateral requirements for Certificates of Deposit and Demand Accounts to better adhere to industry standards as well as current banking practices. Whereas the typical standard is to require 102% collateralization, Colleyville's policy requires 105% for a slightly higher buffer.

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

Recommendation
Approve

Attachments
1. Investment Policy 2019 Final
2. Investment Policy Redline

CITY OF COLLEYVILLE INVESTMENT POLICY

Policy

It is the policy of the City of Colleyville (the City) to invest public funds in a manner which will provide a reasonable market rate of return commensurate with the City's investment risk constraints while meeting the daily cash flow demands of the entity and conforming to all State of Texas laws and statutes including the Public Funds Investment Act (PFIA), Chapter 2256 of the Government Code and City ordinances.

Scope

This Investment Policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately

and any new fund created by the City Council, unless specifically exempted by the City Council or by law. All funds may be combined as pooled funds unless specifically prohibited by State law or statute or City ordinance.

Objectives

The primary objectives, in priority order, of the City's investment activities shall be:

Safety: Safety of principal is the foremost objective of the City in managing its portfolio. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective the City will diversify its investments among a variety of investment types and financial institutions. The City will also take into account

the marketability of the investment if the need arises to liquidate the investment before maturity.

Liquidity: The City will also maintain sufficient liquidity to provide adequate and timely working funds.

Yield: The investment portfolio shall be designed with the objective of obtaining a reasonable market rate of return throughout budgetary and economic cycles within the parameters imposed by its safety and liquidity objectives, investment strategies, and state and local law. The weighted average return on thirteen-week Treasury bills is considered a benchmark for riskless investment transactions, and therefore, is a minimum standard for the portfolio's rate of return.

Delegation of Authority

The City designates the Investment Officers to be the Director of Finance, with overall responsibilities to see that investment objectives are accomplished, and the Accounting Manager, with the specific day-to-day performance of managing the funds of the City.

Ethics and Conflict of Interest

All Investment Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Investment Officers shall disclose to the City Council and Texas Ethics Commission a statement under the following conditions:

A. If they have a personal business relationship with a business organization offering to engage in an investment transaction with the entity. Under PFIA, a personal business relationship is defined as:

    1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization:

    2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year, investments with a book value of $2,500 or more for the personal account of the investment officer.

B. If they are related within the second degree by affinity or consanguinity, as determined by Chapter 573 V.A.T.C.S. to an individual seeking to sell an investment to the City of Colleyville.

Investment Officers shall notify the City Council in writing of any conflicts of interest, as defined by PFIA, no later than the next regularly scheduled Council meeting.

Prudence

Investments shall be made with judgement and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment Officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

It is the policy of the City that the Investment Officers perform their duties in accordance with the policies and procedures set forth in this policy. The Investment Officers of the City shall be personally indemnified in the event of investment loss provided the Investment Policy is followed.

Internal Controls

The Director of Finance and Accounting Manager shall establish a system of written internal controls which shall be reviewed by an independent auditor in conjunction with the annual financial audit. The controls shall be designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

Authorized Investments

The following is the list of authorized investments permitted for the City:

1. Obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks;

2. Direct obligations of the State of Texas or its agencies;

3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities;

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;

5. Certificates of deposit, and other forms of deposit, placed with a financial institution that has its main office or branch office in Texas that is:
    a. Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successors;
    b. Secured by obligations in any manner and amount provided by law for deposits of the City; or
    c. is placed in compliance with the requirements of PFIA.

6. AAA-rated Texas local government investment pools as authorized by PFIA. Participation in any pool must be authorized by resolution of the City Council. Pools investing in commercial paper are permissible up to 5% of total pool investments.

7. Direct repurchase agreements with primary security dealers or financial institutions doing business in the State of Texas having a defined termination date, and secured by cash or U.S. Government or federal agency securities, provided that the ownership of collateral for the repurchase agreement is transferred to the City, and deposited with a safekeeping agent for the duration of the contract, and a signed master repurchase agreement has been executed with the counterparty.

8. SEC-registered, no-load money market mutual funds whose assets generally consist of United States Government Securities or obligations backed by that security-type, and whose investment objectives include

seeking to maintain a stable net asset value of $1.0000 per share. Investment in mutual funds shall be limited as per PFIA.

The City is not required to liquidate an investment that was authorized at the time of its purchase.

Prohibited Investments

The following securities, although authorized by PFIA, are not eligible investments for the City:

1. Collateralized mortgage obligations and/or obligations of the following structure
    a. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
    b. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
    c. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
    d. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Commercial paper

3. Banker's acceptances

4. Reverse repurchase agreements (Local Government Investment Pools which the City participates in may engage in reverse repurchase agreements if the term is 90 days or less)

5. No-load mutual funds other than SEC-registered, no-load money market mutual funds as described above.

6. Share certificates of qualifying credit unions

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officers shall take all prudent measures that are consistent with the City's Investment Policy to liquidate the investment(s) that does not have the minimum rating. In accordance with PFIA, the Investment Officers shall monitor rating changes in current investments on a periodic basis.

Investment Strategies

The investment strategy by type of fund is as follows:

(1) Operating Funds

The investment strategy for operating fund(s) is to assure that anticipated cash flows are matched with adequate investment liquidity. A secondary objective is to create a portfolio, which will experience minimum volatility during economic cycles. These funds shall not have an investment with a stated maturity greater than two years and the weighted average maturity shall not exceed twelve months.

(2) Debt Service Funds

The investment strategy for debt service fund(s) is the assurance of investment liquidity to cover the debt service obligations on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the corresponding debt service payment date.

(3) Reserve Funds

The investment strategy for reserve fund(s) is the assurance of investment liquidity adequate to cover the debt service obligations not funded by debt service funds on the required payment date. Investment of reserve funds are controlled by their ordinance, resolution or indenture, and Federal and State law. Bond documents must be examined for each issue, for potential differences with this policy concerning investment instruments, maximum maturity or average life restrictions, call dates or sinking fund redemptions, and applicable arbitrage yields and rebate liability. More restrictive provisions contained in the bond documents will supersede provisions of this Policy. Weighted average maturity shall be in compliance with bond requirements, as

stated.

Maturity limitations for single issue reserve funds shall not exceed the sooner of five (5) years, the call provisions of the bond ordinance, or the final maturity of the bond issue.

Reserve funds may be subject to arbitrage rebate rules requiring refunding of excess earnings. All excess earnings received will be segregated to allow a proper determination of interest income to be used in the arbitrage calculation.

(4) Special Project or Special Purpose Funds

The investment strategy for special projects or special purpose fund portfolio(s) will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The City's final maturity dates of securities held shall not exceed the estimated project completion date. Funds in excess of defined construction payment schedules shall be limited to a maximum final maturity date of three years.

Diversification

The City will attempt to limit the risk of loss through diversification of its portfolio and to achieve the aforementioned investment strategies by diversification of instruments across various maturities.

Diversification of Portfolio by Instrument	**Maximum Percent**
U.S. Treasury Obligations (Bills, Notes and Bonds),	100%
U.S. Government Agency Securities, and Instrumentalities of Government Sponsored Corporations	75%
Certificates of Deposit (CD's)	75%
Local Government Investment Pools	75%
Repurchase Agreements	75%
SEC registered, no-load money market mutual funds	10%

Investment Procedures

The City shall enter the following agreements (if applicable): safekeeping, repurchase agreements, wire transfer agreements, banking services contracts, and collateral/depository agreements. These contracts shall include the explicit delegation of authority to persons responsible for the transactions involving these agreements. No person except those designated in the contract may engage in any investment transactions.

In order to create a competitive pricing environment for each investment transaction, the City shall solicit quotations from multiple investment providers, authorized broker/dealers or financial institutions, as applicable. Records will be kept of the quotes offered, transactions accepted, and a brief explanation of the decision that was made regarding the investment. Money market mutual fund, money market account and local government investment pool risk/returns shall also be periodically compared to ensure competitive performance.

Qualified Broker/Dealers

Annually, the City Council shall review and approve a list of qualified broker/dealers authorized to engage in investment transactions with the City. All firms shall answer and submit a Broker/Dealer questionnaire to the City for evaluation. All personnel in the firms who will be trading or quoting securities to the City Council must maintain a current Financial Industry Regulatory Authority (FINRA) license and be registered to deal securities in the State of Texas. Broker/dealers eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Certification of Business Organizations

The registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

- received and reviewed this Investment Policy, and
- acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City except to the extent that the authorization is

dependent on an analysis of the makeup of the City's entire portfolio or requires interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The City shall not enter into an investment transaction with a pool or discretionary investment manager prior to receiving the written instrument described above.

Safekeeping

All marketable securities purchased by the City shall be held in a third party safekeeping institution. All securities will be settled on a delivery versus payment basis whereby the third party safekeeping institution will verify the correct security was delivered by the seller prior to releasing payment for the security. The third party safekeeping institution shall issue a safekeeping receipt to the City listing the specific instrument, rate/yield, maturity, CUSIP, and other pertinent information. The securities will be held in an account in the City's name as evidenced by the safekeeping receipts.

Securities pledged as collateral on deposits which exceed the FDIC coverage shall be held by a third party custodial institution designated by the City and held in an account in the City's name. A collateral agreement shall be executed between the City and the third party custodian of the collateral.

Collateralization

Financial institutions serving as City depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement must be executed by the depository and the City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the depository's "official record"

continuously since its execution.

The written agreement will specify the acceptable collateral, require independent custodian of the collateral, only allow substitution of collateral of equal or greater value than the collateral being substituted, and require City approval before release of collateral.

A clearly marked evidence of pledge must be supplied to the City and retained by the Investment Officers. A monthly collateral report provided by the custodian shall be reviewed by the Investment Officers to assure that the market value of the pledged securities is adequate.

For financial institution deposits, the market value of securities pledged as collateral for deposits must at all times be equal to or greater than 105% of the par value of the deposit plus accrued interest less the amount insured by the Federal Deposit Insurance Corporation (FDIC), or its successors. The depository shall be liable for monitoring and maintaining the collateral and collateral margins at all times. The Public Funds Collateral Act defines the eligible pledge securities - subject to the City's sole right to accept or reject any proposed security as collateral.

Letters of credit pledged as collateral shall at all times be equal to the total value of the deposits plus accrued interest less the applicable level of FDIC insurance.

If the value of the securities pledged falls below the required collateral level, the financial institution must pledge additional securities no later than the end of the next succeeding business day.

Selection of Primary Depository

A Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting a Primary Depository, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Arbitrage

The Tax Reform Act of 1986 places limitations on the City's yield from investing certain tax-exempt bond proceeds, debt service funds and reserve funds. The rebate provisions require that the City compute earnings on investments from certain issues of bonds on a periodic basis to determine if rebate is required.

To determine the City's arbitrage position, the City is required to calculate the actual interest income earned on the investment of the funds and compare it to the income that would have been earned if the funds had been invested at a rate equal to the yield on the applicable bonds sold by the City. The rebate provisions state that periodically (not less than once every five years and not later than sixty days after maturity of the bonds), the City is required to pay the United States Treasury a rebate of any excess earnings. These restrictions require extreme precision in the monitoring and record keeping of investments, particularly in computing yields to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance.

Investment of bond fund proceeds which fall under the arbitrage provisions of the Tax Reform Act of 1986, will be made with safety of principal and liquidity in mind, but will attempt to earn a competitive rate of return utilizing investments permitted by this Investment Policy.

Reporting Requirements

The Investment Officers shall issue a written report quarterly to the Audit Committee and City Council concerning the City's investment transactions for the preceding quarter and describing in detail the investment position of the City as of the end of the quarter. The report shall list for each investment held during the quarter: the purchase price, the par value, the maturity date, the market value at the beginning of the quarter, the market value at the end of the quarter, and fully accrued interest for the period. The report shall be signed by all Investment Officers for the City and state its compliance with PFIA and the adopted Investment Policy strategy.

Monthly market pricing information is to be obtained through the use of appropriate external third party software, third party safekeeping service providers, or an independent pricing source.

"Weighted average yield to maturity" shall be the standard on which

investment performance is calculated.

The quarterly investment reports must be reviewed annually by the independent auditor, as a part of the City's annual audit, and the result of the review shall be reported to the City Council by that auditor.

Training Requirements

The City shall provide investment training as required by PFIA to ensure the quality and capability of investment management.

In accordance with PFIA, the Investment Officers shall accumulate 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date.

This training may be obtained from the following sources: North Central Texas Council of Governments, Government Treasurers' Organization of Texas, Government Finance Officers Association of Texas, Texas Municipal League, or the University of North Texas Center for Professional Development. The training must include education in investment controls, security risks, strategy risks, market risks, and any other topics as required by PFIA.

Annual Review

Annually, the City Council shall formally review the Investment Policy and investment strategy contained with the Policy, and record in writing that it has reviewed the Policy and adopted any changes to either the Policy or strategy.

GLOSSARY

AGENCIES – Federal agency securities and/or Government-sponsored entities.

BENCHMARK – A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER – A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT – A time deposit with a specific maturity evidenced by a certificate.

COLLATERAL – Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

DEALER – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT – Delivery verses payment is the delivery of a security and there is an exchange of money after the delivery of the security.

DISCOUNT SECURITIES – Non-interest bearing money market instruments that are being issued at a discount and redeemed at maturity for full face value, e.g. Treasury Bills.

DIVERSIFICATION – Dividing instruments among securities offering independent returns.

FEDERAL CREDIT AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions and individuals e.g. savings and loans, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) – A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB) – Government sponsored regional wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquify the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) – FNMA, like GNMA was

chartered under the Federal National Mortgage Association Act in 1938. It is a federal corporation and the largest single provider of residential mortgage funds in the United States. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA) – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations. Security holder is backed by the full faith and credit of the US Government.

LIQUIDITY – An asset that can be converted quickly and easily to cash.

LOCAL GOVERNMENT INVESTMENT POOL – An investment by local governments in which their money is pooled as a method for managing local funds.

MARKET VALUE – The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT – A written contract that establishes each party's rights in the transactions. A master agreement will specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY – The date upon which the principal or stated value of an investment becomes due and payable.

MUTUAL FUND – An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange disclosure guidelines.

PORTFOLIO – Collection of securities held by an investor.

PRIMARY DEALER – A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to informal oversight.

PRUDENT PERSON RULE – An investment standard outlining fiduciary responsibilities of public funds investors relating to investment practices.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to

repurchase the securities at a specified price or at a specified later date.

REVERSE REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING – Holding of assets (e.g. securities) by a financial institution.

TREASURY BILLS – A non-interest bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year. The yields on these bills are monitored closely for interest rate trends.

TREASURY BONDS – Long term US government debt securities with maturities of ten to thirty years.

TREASURY NOTES – Intermediate term US government debt securities with maturities of one to ten years.

YIELD – The current rate of return on an investment security generally expressed as a percentage of the securities current price.

CITY OF COLLEYVILLE INVESTMENT POLICY

Policy

It is the policy of the City of Colleyville (the City) to invest public funds in a manner which will provide ~~the highest investment~~a reasonable market rate of return commensurate with ~~the~~ the City's investment risk constraints~~maximum security~~ while meeting the daily cash flow demands of the entity and conforming to all State of Texas laws and statutes including the Public Funds Investment Act (PFIA), Chapter 2256 of the Government Code and City ordinances.

Scope

This ~~i~~Investment ~~p~~Policy applies to all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Debt Service Funds, including reserves and sinking funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately

and any new fund created by the City Council, unless specifically exempted by the City Council or by law. All funds may be combined as pooled funds unless specifically prohibited by State law or statute or City ordinance.

Objectives

The primary objectives, in priority order, of the City's investment activities shall be:

Safety: Safety of principal is the foremost objective of the City in managing

its portfolio. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective the City will diversify its investments ~~by investing funds~~ among a variety of ~~securities offering independent returns~~investment types and financial institutions. The City will also take into account the marketability of the investment if the need arises to liquidate the investment before maturity.

Liquidity: The City will also maintain sufficient liquidity to provide adequate and timely working funds.

~~Return on Investments~~Yield: The investment portfolio shall be designed with the objective of obtaining a reasonable market rate of return throughout budgetary and economic cycles~~, commensurate with the investment risk constraints and cash flow needs~~within the parameters imposed by its safety and liquidity objectives, investment strategies, and state and local law. The ~~City investment strategy is passive and the portfolio shall be designed with the objective of regularly exceeding the~~ weighted average return on thirteen-week Treasury bills~~. This~~ is considered a benchmark for riskless investment transactions, and therefore, is a minimum standard for the portfolio's rate of return. ~~For bond funds that fall under the arbitrage provisions of the Tax Reform Act of 1986, the City will attempt to earn allowable bond yield with market conditions permitting.~~

Delegation of Authority

The City designates the Investment Officers to be the ~~City Manager~~Director of Finance, with overall responsibilities to see that investment objectives are accomplished, and the ~~Chief Financial Officer and~~ Accounting Manager, with the specific day-to-day performance of managing the funds of the City.

Ethics and Conflict of Interest

All ~~i~~Investment Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. ~~Employees~~ Investment Officers shall disclose to the City ~~of Colleyville~~Council and Texas Ethics Commission a statement under the following conditions:

A. If they have a personal business relationship with a business

organization offering to engage in an investment transaction with the entity. Under ~~the Public Funds Investment Act~~PFIA, a personal business relationship is defined as:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization:

2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year, investments with a book value of $2,500 or more for the personal account of the investment officer.

B. If they are related within the second degree by affinity or consanguinity, as determined by Chapter 573 V.A.T.C.S. to an individual seeking to sell an investment to the City of Colleyville.

Investment ~~o~~Officers shall notify the City Council in writing of any conflicts of interest, as defined by ~~the Public Funds Investment Act~~PFIA, no later than the next regularly scheduled Council meeting.

Prudence

Investments shall be made with judgement and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

~~The standard of prudence to be used by investment officials shall be the "prudent person", which means the officer may not be an expert but is obligated to act responsibly and shall be applied in the context of managing an overall portfolio.~~ Investment ~~o~~Officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

~~Investment officers shall notify the City Council in writing of any conflicts of interest, as defined by the Public Funds Investment Act, no later than the next regularly scheduled Council meeting.~~

It is the policy of the City that the Investment Officers perform their duties in accordance with the policies and procedures set forth in this policy. The Investment Officers of the City ~~(City Manager, Chief Financial Officer and Accounting Manager)~~ shall be personally indemnified in the event of investment loss provided the Investment Policy is followed.

Internal ~~-~~Controls

The Director of Finance~~Chief Financial Officer~~ and Accounting Manager shall establish a system of written internal controls which shall be reviewed ~~annually~~ by ~~the~~ an independent auditor in conjunction with the annual financial audit. The controls shall be designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

~~**Permissible Instruments**~~ **Authorized Investments**

The following is ~~a~~the list of ~~permissible instruments as~~ authorized investments permitted for the City ~~by the 70th Texas Legislature in the Public Funds Investment Act (TEX. REV. CIV. STAT. ANN. ACT 842A-2) and amended by the 71st Legislature~~:

1. Obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks;

2. Direct obligations of the State of Texas or its agencies;

3. Other obligations, the principal ~~of~~ and interest ~~on~~ of which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities;

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;

5. Certificates of deposit, and other forms of deposit, ~~issued by~~placed with a ~~state and national depository~~financial institution~~s~~ that ~~have~~ has its main office or branch office in ~~this state~~Texas that ~~are~~is:
    a. ~~a.~~ Guaranteed or insured by the Federal Deposit Insurance Corporation, ~~FSLIC~~ or its successors; ~~or~~
    b. ~~b.~~ Secured by obligations ~~that are described by subdivisions (1) through (4) of this subsection, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities, and which have a market value of not less than the principal amount of the certificates or~~ in any ~~other~~ manner and amount provided by law for deposits of the ~~investing entities~~City; or
    c. ~~-~~is placed in compliance with the requirements of PFIA.

6. AAA-rated Texas ~~Invest in a l~~local government investment pool~~s~~ as authorized by ~~the Interlocal Cooperation Act (TEX. REV. CIV. STAT. ANN. ACT. 4413 (32c), as amended, and the Public Funds Investment Act (TEX. REV. CIV. STAT. ACT. 842a-2), as amended~~PFIA. Participation in any pool must be authorized by resolution of the City Council. Pools investing in commercial paper are permissible up to 5% of total pool investments.~~The investment pool must comply with the requirements of the Public Funds Investment Act, as amended, as follows:~~

~~a. The investment pool maintains a stable asset value of one dollar as defined in the Public Funds Investment Act;~~

~~b. The investment pool maintains a AAA, or AAAm rating by one of the nationally recognized rating agencies;~~

~~The investment pool's maximum average dollar weighted maturity does not exceed 90 days; and~~

~~The investment pool's continued compliance with the remaining provisions of the Public Funds Investment Act.~~

~~The eligible investments of the pool are as follows: obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, fully collateralized repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the United States, and SEC registered money market funds authorized by the Public Funds Investment Act and rated in the highest category by at least one nationally recognized rating agency, reverse repurchase agreements with a term of no longer than 90 days.~~

~~Include in its investment policy and/or operating procedures the following information: a description of eligible investment securities and~~

~~unacceptable investments, a written statement on investment policy and objectives, a description of interest calculations, distribution, and treatment of gains and losses, security safeguarding, valuation collateralization and auditing, and a fee schedule.~~

7. Direct repurchase agreements with primary security dealers or financial institutions doing business in the State of Texas having a defined termination date, and secured by cash or U.S. Government or federal agency securities, provided that the ownership of collateral for the repurchase agreement is transferred to the City, and deposited with a safekeeping agent for the duration of the contract, and a signed master repurchase agreement has been executed with the counterparty.

8. SEC-registered, no-load money market mutual funds ~~with a dollar weighted average portfolio of 90 days or less~~ whose assets generally consist ~~exclusively~~ of United States Government Securities or obligations backed by that security-type, and whose investment objectives include seeking to maintain a stable net asset value of $1.0000 per share. Investment in mutual funds shall be limited as per PFIA~~to a maximum of ten percent (10%) of the City's available funds~~.

~~9. Certificate of Deposit Account Registry Service (CDARS) deposited with a certificate of deposit issued by a depository institution that has its main office or branch office in this state that is selected by the investing entity pursuant to the requirements of Section 2256.010 of the Government Code.~~

The City is not required to liquidate an investment that was authorized at the time of its purchase.

~~Unacceptable~~ Prohibited Investment ~~Instrument~~s

The following securities, although authorized by ~~the Public Funds Investment Act~~PFIA, are not eligible investments for the City:

1. Collateralized mortgage obligations and/or obligations of the following structure
    a. ~~a)~~ obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
    b. ~~b)~~ obligations whose payment represents the principal

stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

c. ~~c)~~ collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;~~,~~ and

d. ~~d)~~ collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Commercial paper

3. Banker's acceptances

4. Reverse repurchase agreements (Local Government Investment Pools which the City participates in may engage in reverse repurchase agreements if the term is 90 days or less)

5. No-load mutual funds other than SEC-registered, no-load money market mutual funds as described above~~with a dollar weighted average portfolio of 90 days or less whose assets consist exclusively of United States Government Securities whose investment objectives include seeking to maintain a stable net asset value of $1.0000 per share~~.

~~6. Guaranteed investment contracts~~

67. Share certificates of qualifying credit unions

Comment [RL1]: A Flexible Repurchase Agreement (a form of GIC) might be an advantageous option when investing tax-exempt bond proceeds.

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officers shall take all prudent measures that are consistent with the City's ~~i~~Investment ~~p~~Policy to liquidate the investment(s) that does not have the minimum rating ~~(2256.021)~~. In accordance with ~~Section (2256.005(b))~~PFIA, the Investment Officers shall monitor rating changes in current investments ~~by keeping~~on a ~~monthly~~ periodic ~~record of ratings issued by three nationally recognized rating agencies~~basis.

Investment ~~Strategy~~Strategies

The investment strategy by type of fund is as follows:

(1) Operating Funds

The investment strategy for operating fund(s) is to assure that anticipated cash flows are matched with adequate investment liquidity. A secondary objective is to create a portfolio, which will experience minimum volatility during economic cycles. These funds shall not have an investment with a stated maturity greater than two years and the weighted average maturity shall not exceed ~~eighteen~~ twelve months.

(2) Debt Service Funds

The investment strategy for debt service fund(s) is the assurance of investment liquidity to cover the debt service obligations on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the corresponding debt service payment date. ~~The weighted average maturity shall not exceed one year.~~

(3) Reserve Funds

The investment strategy for reserve fund(s) is the assurance of investment liquidity adequate to cover the debt service obligations not funded by debt service funds on the required payment date. Investment of reserve funds are controlled by their ordinance, resolution or indenture, and Federal and State law. Bond documents must be examined for each issue, for potential differences with this policy concerning investment instruments, maximum maturity or average life restrictions, call dates or sinking fund redemptions, and applicable arbitrage yields and rebate liability. More restrictive ~~P~~provisions contained in the bond documents will supersede provisions of this ~~p~~Policy. Weighted average maturity shall be in compliance with bond requirements, as stated.

Maturity limitations for single issue reserve funds shall not exceed the sooner of five (5) years, the call provisions of the bond ordinance, or the final maturity of the bond issue.

Reserve funds ~~will be invested using a more conservative approach than the current standard investment strategy when~~may be subject to arbitrage rebate rules ~~require~~ requiring refunding of excess earnings. All excess earnings received will be segregated to allow a proper determination of interest income to be used in the arbitrage calculation.

(4) Special Project or Special Purpose Funds

The investment strategy for special projects or special purpose fund portfolio(s) will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The ~~c~~City's final maturity dates of securities held shall not exceed the estimated project completion date. Funds in excess of defined construction payment schedules shall be limited to a maximum final maturity date of three years.

~~Maturity limitations for single issue reserve funds shall not exceed the sooner of five (5) years, the call provisions of the bond ordinance, or the final maturity of the bond issue.~~

~~Annually, the City Council shall formally review the Investment Policy and investment strategy contained with the Policy and record in writing that it has reviewed the Policy and record any changes to either the policy or strategy.~~

~~A.~~ Diversification

The City will attempt to limit the risk of loss through diversification of its portfolio and to achieve the aforementioned investment strategies by diversification of instruments across various maturities.

Diversification of Portfolio by Instrument ~~of Portfolio~~	**Maximum Percent**
U.S. Treasury Obligations (Bills, Notes and Bonds),	100%
U.S. Government Agency Securities, and Instrumentalities of Government Sponsored Corporations	~~—~~75%
Certificates of Deposit (CD's) ~~Commercial Bank's~~	~~———~~75%
Local Government Investment Pool~~-~~s	~~—~~75%
~~Certificate of Deposit Account Registry Service (CDARS)~~	~~75%~~
~~Tri-Party~~ Repurchase Agreements	~~____~~75%

SEC registered, no-load money market mutual funds ——— ———
10%

Investment Procedures

The City shall enter the following agreements (if applicable): safekeeping, ~~PSA~~ repurchase agreements, wire transfer agreements, banking services contracts, and collateral/depository agreements. These contracts shall include the explicit delegation of authority to persons responsible for the transactions involving these agreements. No person except those designated in the contract may engage in any investment transactions.

In order to create a competitive pricing environment for each investment transaction, the City shall solicit quotations from multiple investment providers, authorized broker/dealers or financial institutions, as applicable~~On all funds invested in instruments as listed in "Permissible Investments" numbers one through five, oral bids shall be requested from at least two broker/dealers or national banks. The City will accept the bid that provides the highest rate of return within the maturity required and within the parameters of this policy~~. Records will be kept of the ~~bids~~ quotes offered, ~~bids~~ transactions accepted, and a brief explanation of the decision that was made regarding the investment. Money market mutual fund, money market account and~~,~~ local government investment pool risk/returns shall also be periodically compared to ensure competitive performance.

Qualified ~~Institutions~~ Broker/Dealers

Annually, the City Council shall review and approve ~~four financial institutions for investment purposes~~a list of qualified broker/dealers ~~as recommended by the Chief Financial Officer~~authorized to engage in investment transactions with the City. All firms shall answer and submit ~~the~~ a Broker/Dealer questionnaire ~~(Appendix A) and submit their most recent audited financial statements~~ to the City ~~Council~~ for evaluation ~~of credit worthiness~~. All personnel in the firms who will be trading or quoting securities to the City Council must maintain a current ~~NASD~~Financial Industry Regulatory Authority (FINRA) license and be registered to deal securities in the State of Texas. ~~An investment certification form (Appendix B) on the firm's letterhead signed by a principal of the firm must be on file with the City.~~ Broker/dealers eligible to transact investment business with the City shall be presented a written copy of this Investment

Policy.

Certification of Business Organizations

The registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

- received and reviewed this Investment Policy, and
- acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City except to the extent that the authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The City shall not enter into an investment transaction with a pool or discretionary investment manager prior to receiving the written instrument described above.

Safekeeping

All marketable securities purchased by the City shall be held in a third party safekeeping institution ~~approved by the City by an institution designated as primary agent~~. All securities will be settled on a delivery versus payment basis whereby ~~be delivered to~~ the third party safekeeping institution ~~by seller. Personnel in the third party institution~~ will verify the correct security was delivered by the seller prior to releasing payment for the security ~~("delivery vs payment")~~. The third party safekeeping institution shall issue a safekeeping receipt to the City listing the specific instrument, rate/yield, maturity, CUSIP, and other pertinent information. The securities will be held in an account in the City's name as evidenced by the safekeeping receipts.

~~Collateral~~ Securities pledged as collateral on deposits ~~type securities~~ which exceed the FDIC coverage shall be held ~~in~~ by a third party ~~safekeeping~~ custodial institution designated by the City and held in an account in the City's name. ~~In the event a third party safekeeping institution is used, a~~A collateral agreement shall be executed between the City ~~Council, depository which~~

Comment [KL2]: We don't currently ask Council to approve of these institutions. Since it would basically be a formality, I'd recommend taking it out.

~~pledged the collateral,~~ and the third party custodian of the collateral. ~~The City will retain possession of all original safekeeping receipts and the receipts will state the security is pledged to the City. Either the City Manager, Chief Financial Officer or Accounting Manager must approve release of collateral in writing prior to its removal from the safekeeping account.~~

Collateralization

Financial institutions serving as City depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement must be executed by the depository and the City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the depository's "official record" continuously since its execution.

The written agreement will specify the acceptable collateral, require independent custodian of the collateral, only allow substitution of collateral of equal or greater value than the collateral being substituted, and require City approval before release of collateral.

A clearly marked evidence of pledge must be supplied to the City and retained by the Investment Officers. A monthly collateral report provided by the custodian shall be reviewed by the Investment Officers to assure that the market value of the pledged securities is adequate.

For financial institution deposits, the market value of securities pledged as collateral for deposits must at all times be equal to or greater than 105% of the par value of the deposit plus accrued interest less the amount insured by the Federal Deposit Insurance Corporation (FDIC), or its successors. The depository shall be liable for monitoring and maintaining the collateral and collateral margins at all times. The Public Funds Collateral Act defines the eligible pledge securities - subject to the City's sole right to accept or reject any proposed security as collateral.

Letters of credit pledged as collateral shall at all times be equal to the total value of the deposits plus accrued interest less the applicable level of FDIC insurance.

If the value of the securities pledged falls below the required collateral level, the financial institution must pledge additional securities no later than the end of the next succeeding business day.

Selection of Primary Depository~~Financial Institutions~~

A Primary Depositor~~y~~~~ies~~ shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting a Primary Depository~~depositories~~, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

~~The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City will have a written depository agreement with any financial institution with whom the City has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions where certificates of deposit are held. A qualified representative of the financial institution must sign the investment certification form (Appendix B) on the financial institutions letterhead and it must be kept on file with the City.~~

~~**Collateral Securities for Certificates of Deposit and Demand Accounts**~~
~~The City will accept as collateral for its Certificates of Deposit and demand accounts the following securities:~~

~~A. FDIC coverage~~

~~B. U.S. Treasury bills, notes and bonds~~

~~C. United States Agency and instrumentalities bills or notes~~

~~D. GNMA mortgage backed fully modified pass through securities~~

~~E. Texas state, city, county or school bonds with a remaining maturity of seven years or less and a rating of "A" or better by Moody's, Fitch Ratings, and Standard and Poor's.~~

F. Surety Bond

G. Federal Home Loan Bank Letter of Credit issued to the City

Collateral shall be "marked to market" monthly by the Finance Manager. The following percentages constitute the minimum market value for collateral instruments that are pledged for the City's Certificates of Deposit and demand deposits.

Form of Collateral Pledged	Collateral	Ratio
1. U.S. Treasury bills, notes, and bonds		
	a. maturing within 1 year	102%
	b. maturing in 1-5 years	105%
	c. maturing in more than 5 years	110%
2. Actively traded U.S. Government Agency securities		
	a. maturing in less than 1 year	103%
	b. maturing in 1-5 years	107%
	c. maturing in more than 5 years	115%
3. GNMA mortgage pass through securities		115%
4. Entities in the State of Texas bonds		
	General Obligation Bonds	
	a. maturing in less than 1 year	102%
	b. maturing in 1-5 years	105%
	c. maturing in more than 5 years	107%
	Revenue Bonds	
	a. maturing in less than 1 year	105%
	b. maturing in 1-5 years	110%
	c. maturing in more than 5 years	115%

Collateral shall be audited annually be the City's independent auditor and may be audited by the City at anytime during normal business hours of the safekeeping bank.

Arbitrage

The Tax Reform Act of 1986 places limitations on the City's yield from investing certain tax-exempt bond proceeds, debt service funds and reserve funds. The rebate provisions require that the City compute earnings on investments from certain issues of bonds on a periodic basis to determine if rebate is required.

To determine the City's arbitrage position, the City is required to calculate the actual ~~yield~~ interest income earned on the investment of the funds and compare it to the ~~yield~~ income that would have been earned if the funds had been invested at a rate equal to the yield on the applicable bonds sold by the City. The rebate provisions state that periodically (not less than once every five years and not later than sixty days after maturity of the bonds), the City is required to pay the United States Treasury a rebate of any excess earnings. These restrictions require extreme precision in the monitoring and record keeping of investments, particularly in computing yields to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issuance.

~~The i~~Investment ~~strategy for~~of bond fund proceeds which fall under the arbitrage provisions of the Tax Reform Act of 1986, ~~is that the City~~ will be made with safety of principal and liquidity in mind, but will attempt to earn ~~maximum allowable bond yield with m~~a competitive rate of return utilizing investments permitted by this Investment Policy~~arket conditions permitting~~.

Reporting Requirements

The ~~Chief Financial Officer and Accounting Manager~~Investment Officers shall issue a written report quarterly to the Audit Committee and City Council concerning the City's investment transactions for the preceding quarter and describing in detail the investment position of the City as of the end of the quarter~~ indicating the market values of all investments held during the quarter~~. The report shall list for each investment held during the quarter: the purchase price~~ of the investment~~, the par value~~ of the investment~~, the maturity date, the market value ~~of the investment~~ at the beginning of the quarter, the market value ~~of the investment~~ at the end of the quarter, and fully accrued interest for the period. The report shall be signed by all Investment Officers for the City and state its compliance with PFIA and the adopted Investment Policy strategy.

~~The portfolio shall be marked to market m~~Monthly ~~and~~ market pricing information is to be obtained through the use of appropriate external third party software, third party safekeeping service providers, or an ~~third party~~ independent pricing ~~service~~source. ~~This report shall be in compliance with provisions of the Public Funds Investment Act, as amended. The report shall be signed by the Chief Financial Officer and Accounting Manager, as the investment officers for the City, and state its compliance with the Public Funds Investment Act and adopted investment policy strategy.~~

"Weighted average yield to maturity" shall be the standard on which investment performance is calculated.

The quarterly investment reports must be reviewed annually by ~~the City's external~~the independent audit~~or, firm~~ as a part of the City's annual audit, and the result of the review shall be reported to the City Council by that auditor.

Training Requirements

The City shall provide investment training as required by PFIA to ensure the quality and capability of investment management.

In accordance with ~~the Act (2256.005 and 2256.008)~~PFIA, the ~~Chief Financial Officer and Accounting Manager~~Investment Officers shall ~~attend~~ accumulate 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date.

~~Both the Chief Financial Officer and Accounting Manager shall complete ten hours of training every two years as required by the Public Funds Investment Act.~~ This training may be obtained from the following sources: North Central Texas Council of Governments, Government Treasurer~~'~~s' Organization of Texas, Government Finance Officer~~'~~s Association of Texas, Texas Municipal League, or the University of North Texas Center for Professional Development. The training must include education in investment controls, security risks, strategy risks, market risks, and any other topics as required by ~~the Public Funds Investment Act~~PFIA.

Annual Review

Annually, the City Council shall formally review the Investment Policy and investment strategy contained with the Policy, and record in writing that it has reviewed the Policy and ~~record~~adopted any changes to either the ~~p~~Policy or strategy.

GLOSSARY

Comment [RL3]: We generally recommend to not include a Glossary.

AGENCIES – Federal agency securities and/or Government-sponsored entities.

BENCHMARK – A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER – A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT – A time deposit with a specific maturity evidenced by a certificate. ~~Large- denomination CD's are typically negotiable.~~

COLLATERAL – Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

DEALER – A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT – Delivery verses payment is the delivery of a security and there is an exchange of money after the delivery of the security.

DISCOUNT SECURITIES – Non-interest bearing money market instruments that are being issued at a discount and redeemed at maturity for full face value, e.g. Treasury Bills.

DIVERSIFICATION – Dividing instruments among securities offering independent returns.

FEDERAL CREDIT AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions and individuals e.g. savings and loans, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) – A federal agency that insures bank deposits, currently up to $~~100~~250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB) – Government sponsored regional wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to ~~liquefy~~ liquify the housing related assets of its members who must purchase stock in their district bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) – FNMA, like GNMA was

chartered under the Federal National Mortgage Association Act in 1938. It is a federal corporation and the largest single provider of residential mortgage funds in the United States. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA) – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations. Security holder is backed by the full faith and credit of the US Government.

LIQUIDITY – An asset that can be converted quickly and easily to cash.

LOCAL GOVERNMENT INVESTMENT POOL – An investment by local governments in which their money is pooled as a method for managing local funds.

MARKET VALUE – The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT – A written contract that establishes each party's rights in the transactions. A master agreement will specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY – The date upon which the principal or stated value of an investment becomes due and payable.

MUTUAL FUND – An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange disclosure guidelines.

PORTFOLIO – Collection of securities held by an investor.

PRIMARY DEALER – A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to informal oversight.

PRUDENT PERSON RULE – An investment standard outlining fiduciary responsibilities of public funds investors relating to investment practices.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to

repurchase the securities at a specified price or at a specified later date.

REVERSE REPURCHASE AGREEMENT – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

SAFEKEEPING – Holding of assets (e.g. securities) by a financial institution.

TREASURY BILLS – A non-interest bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year. The yields on these bills are monitored closely for interest rate trends.

TREASURY BONDS – Long term US government debt securities with maturities of ten to thirty years.

TREASURY NOTES – Intermediate term US government debt securities with maturities of one to ten years.

YIELD – The current rate of return on an investment security generally expressed as a percentage of the securities current price.

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 4g **Agenda Date** 12/3/2019 **Number** Resolution R-19-4444
Type Resolution
Department Finance

Title
Consider and adopt the City of Colleyville's broker/dealer list, as required by the Texas Public Funds Investment Act

Strategic Plan
2.4 Demonstrate stewardship of public resources

Explanation
Reading and Public Hearing

The City's Investment Policy provides that the City Council shall annually approve broker/dealer firms to receive quotes for investment purchases. By definition, an investment broker brings buyers and sellers of investments together and an investment dealer, as opposed to an investment broker, sells from their inventory of investment purchases they own.

The City's current broker/dealer list consists of the following firms:
- Cantor Fitzgerald L.P
- Duncan-Williams, Inc.
- Raymond James
- Multi-Bank Securities, Inc. (MBS)

Staff recommends no changes to this list.

Financial Impact
Receive competitive investment quotes and maximize returns on investments.

Recommendation
Approve

Attachments
1. Cantor F. - Certification
2. Duncan Williams - Certification
3. MBS - Certification
4. Raymond James - Certification

Texas Public Funds Investment Act
Certification by Business Organization

This certification is executed on behalf of the **City of Colleyville, Texas** ("the Investor"), and **Cantor Fitzgerald & Co.** (name of firm) ("the Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Government Code) and

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire portfolio or requires an interpretation of subjective investment standards.

4. Notwithstanding the foregoing, nothing in this Certification relieves the Investor of the responsibility for monitoring the investments made by the Investor to determine that the Investor is in compliance with the Investor's Investment Policy.

Qualified Representative of the Business Organization

Signature: John Baldo

Name: **John Baldo**

Title: **Senior Managing Director**

Date: 8/22/18

Texas Public Funds Investment Act
Certification by Business Organization

This certification is executed on behalf of the City of Colleyville, Texas ("the Investor"), and (name of firm) ("the Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

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2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature

Name Doug Boyer

Title VP Debt Capital Markets

Date 8/8/18

Resolution: R-18-4285 July 17, 2018

Texas Public Funds Investment Act
Certification by Business Organization

This certification is executed on behalf of the City of Colleyville, Texas ("the Investor"), and (name of firm) ("the Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Government Code) and

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature

Name Patrick Boyer

Title Field Income Sales

Date 6/26/17

Resolution: R-18-4285 July 17,2018

MBS MULTI-BANK SECURITIES, INC.®

1000 Town Center, Suite 2300
Southfield, Michigan 48075
Phones: (800) 967-9045
(248) 291-1100
FAX: (248) 291-1101

2400 E. Commercial Blvd., Suite 812
Ft. Lauderdale, Florida 33308
Phones: (800) 967-9045
(954) 351-6930
FAX: (954) 351-9197

Texas Public Funds Investment Act
Certification by Business Organization

This certification is executed on behalf of the City of Colleyville, Texas ("the Investor"), and (name of firm) ("the Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Government Code) and

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire portfolio or requires an interpretation of subjective investment standards.

Multi-Bank Securities, Inc. (MBS)
(Qualified Representative of the Business Organization)

Emily R. Jones
(Signature)

Emily R. Jones
(Printed Name)

Account Executive
(Title)

9/7/2018
Date

Information gathered from sources believed to be reliable, though not guaranteed. Please confirm all information before investing. This is neither an offer to purchase nor a solicitation to sell any securities and is used for informational purposes only.

Note: Rates and terms are subject to change at any time – please call your MBS representative for further detail and to lock in the latest rates.

RAYMOND JAMES®

Appendix B

Texas Public Funds Investment Act
Certification by Business Organization

This certification is executed on behalf of the City of Colleyville, Texas ("the Investor"), and Raymond James & Associates, Inc. ("the Business Organization") pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Government Code) and

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature _____

Name *William L. Specht*

Title *Managing Director*
Fixed Income Capital Markets

Date *August 28, 2018*

Resolution: R-18-4285 July 17,2018

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 5a **Agenda Date** 12/3/2019 **Number** Ordinance O-19-2104
Type Ordinance
Department Community Development

Title
Consideration of a Special Use Permit for an accessory building to exceed the 4% lot coverage allowance on Lot 18, Block 2, of the Woodbriar Addition, located at 3405 Cliffwood Drive, Case ZC19-008

Strategic Plan
4.1 Protect Colleyville's semi-rural residential character

Explanation
First Reading & Public Hearing

Arlen and Trisha Evans, the applicants, have submitted a request for a Special Use Permit (SUP) for an accessory building to exceed the 4% lot coverage allowance on Lot 18, Block 2, of the Woodbriar Addition, being approximately 0.1934 acres, and zoned R-15 Single Family Residential district.

Existing Conditions/Background: The subject property, 3405 Cliffwood Drive, has R-15 zoning and is located on the south side of Cliffwood Drive south of the intersection of Quail Run and Cliffwood Drive. The subject property has a single family residence.

SUP Request:

Request – The applicant is requesting approval of an SUP to allow for a 1,500 square foot (s.f.) accessory building, to be used as a garage.

Ordinance – Section 3.27 Accessory Buildings and Residential Carport Regulations of the Land Development Code establishes the maximum size and number of accessory buildings to be permitted by staff on a residential lot:

"*2.* Maximum Size and Number of Buildings:

a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed four percent (4%) of the aggregate area of the lot. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings.

6. *Special Use Permit Provision:* Any request for a building permit for an accessory

building which does not meet the criteria in this section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

The total square footage of the lot is 28,370 s.f. The total 4% allowance for accessory structures is 1,135 s.f. The lot already has an existing shed of 196 s.f. With the proposed garage, the total area for accessory buildings would be 1,696 s.f., which is 6% of the lot area.

Analysis: Any request for a building permit for an accessory building exceeding the 4% lot coverage allowance shall only be authorized after approval of a Special Use Permit by the City Council.

The proposed accessory building is going to function as a large garage for the Evans' hobby. It will have stucco on its façade to match the home. In addition, the building will have metal roof shingles, which look like clay tile to also match the home.

The proposed accessory building complies with all other requirements of Section 3.27.

Surrounding Development: The properties to the north, east, and west are zoned R-15 zoning and contain single family residential development. The property to the south is located in the City of Hurst and is a public park.

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. The local ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, no correspondence has been received.

Staff Recommendation: Staff recommends approval of the requested SUP as the proposed accessory building meets all of the building setback and lot coverage requirements, architecturally it is proposed to look compatible to the main structure, and appears to have no negative impact on surrounding properties.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval at their November 12, 2019 meeting with conditions that the building is clad with stucco to match the house, the metal roof is designed to match that of the house, and that the garage doors are located on the interior 30 foot wall facing west by a vote of 4-0.

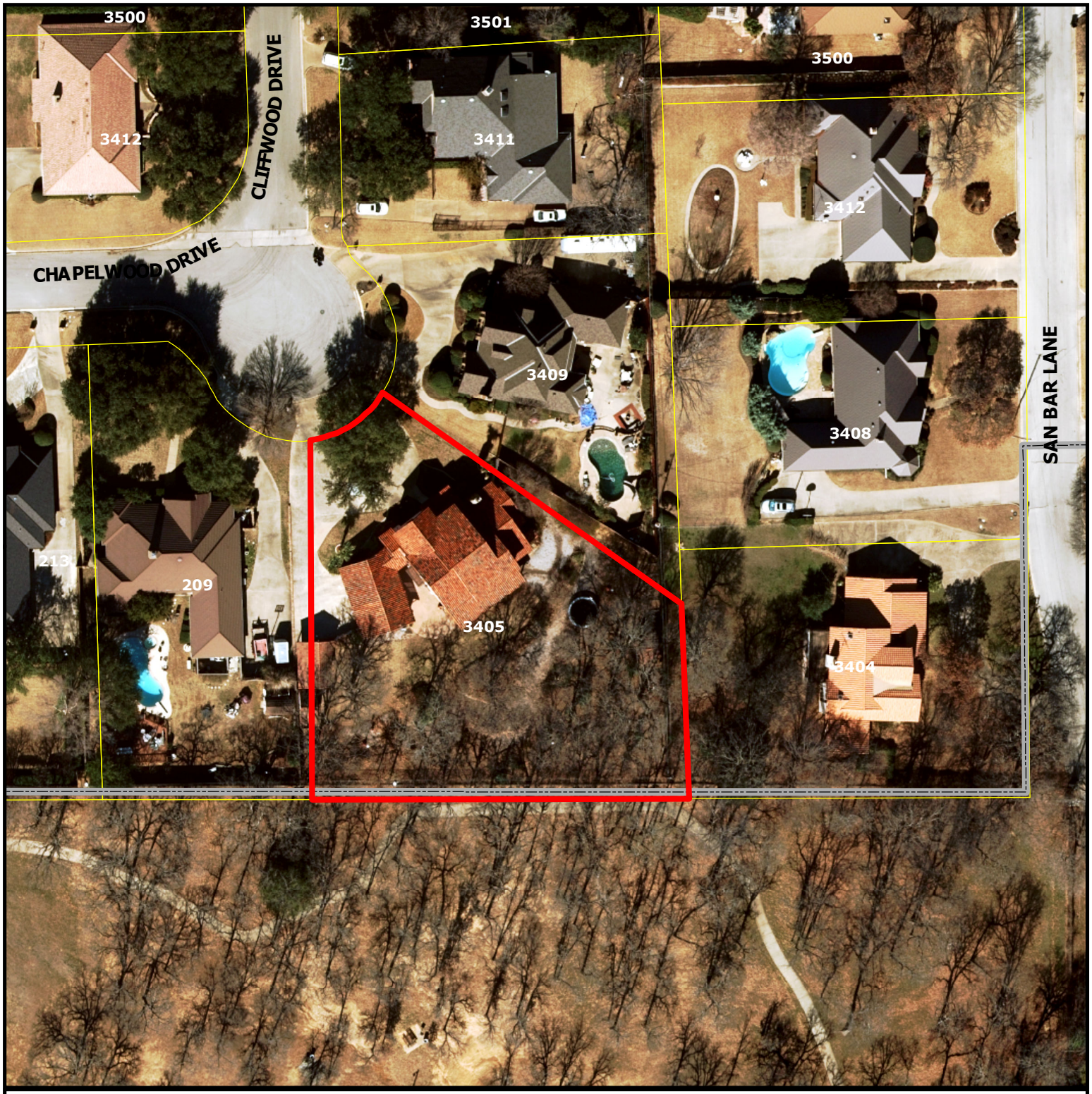
Financial Impact
There is no fiscal impact to the City of Colleyville for this item.

Recommendation
Approve

Attachments

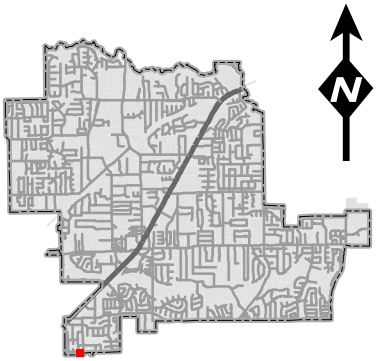
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Proposed Garage Plan
7. Building Elevations
8. Elevation and Building Plans - Garage
9. Photos Provided By Applicant
10. Notification Map
11. Notification List
12. Property Owner Notification
13. Ordinance O-19-2104

Aerial Map



ZC19-008

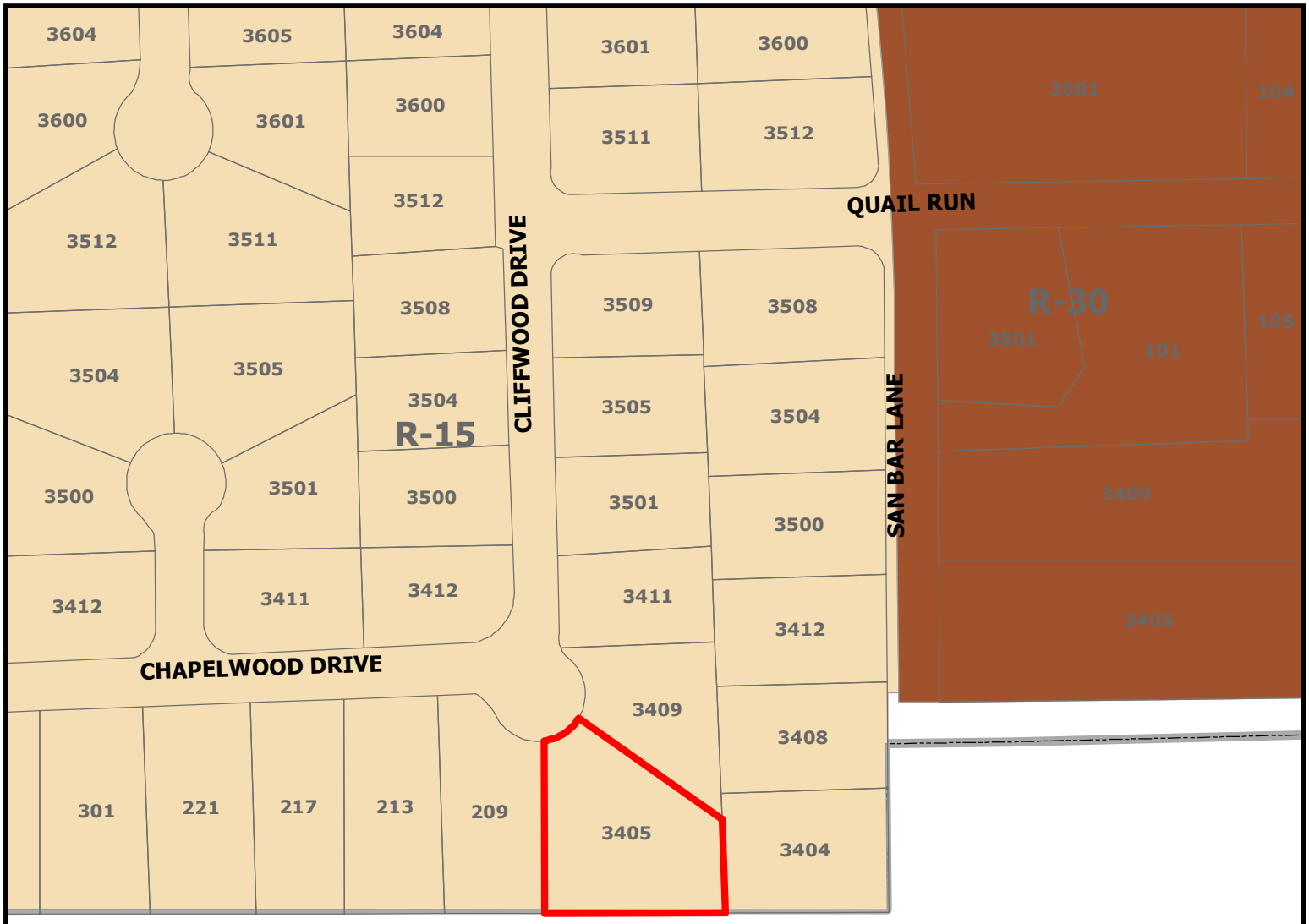
3405 Cliffwood Drive



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Subject Property

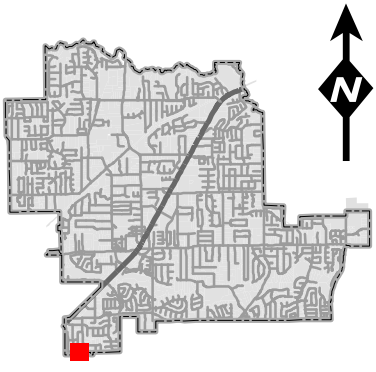
Zoning Map



CITY OF COLLEYVILLE TEXAS

ZC19-008

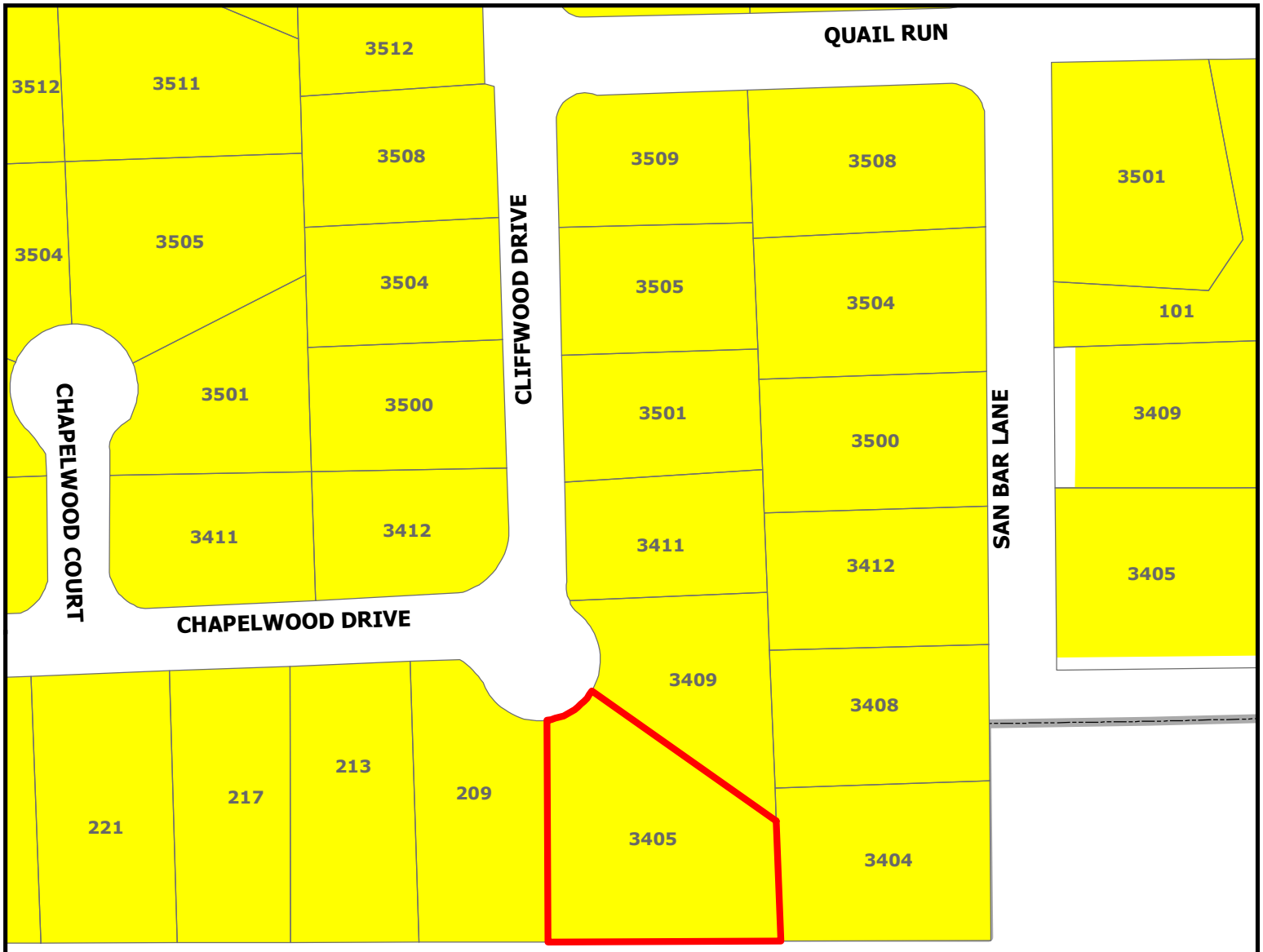
3405 Cliffwood Drive



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Subject Property

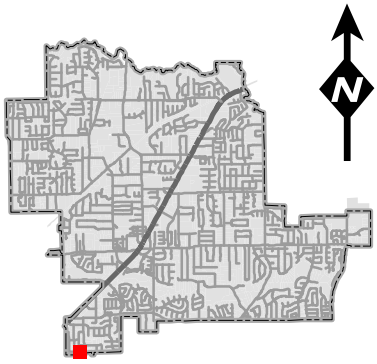
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

ZC19-008

3405 Cliffwood Drive



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Subject Property

Residential

Statement of Planning Objectives

Trisha & Arlen Evans
3405 Cliffwood Dr.
Colleyville TX 76034

City of Colleyville
Zoning and Planning, Application for Special Use Permit
100 Main Street
Colleyville TX 76034

Statement of Planning:

My husband and I have both involved in the old car hobby since before we married in 2012. After we married we looked for several years in order to find a home that would accommodate our family as well as a lot that would accommodate our hobby. We are seeking a special use permit to build a 30X50-detached garage for a total square foot of 1500, to accommodate the cars that we have. There will be no living space, and it will strictly be used for the purpose of parking and storing automobiles.

The building would have one sixteen-foot garage door, and one 8-foot garage door on the 30-foot front side. There would be lights on each side of garage doors that match the lights on the main living structure of the home. On the 50-foot side facing the main structure there would be one single man door with one 3X5 window to the right of the door and one 3X5 window to the left of the door. The building would be metal and then covered with stucco. The main living structure is finished in stucco and we will be finishing the garage in the same exterior finish and paint as our main living structure. Additionally, we have contacted a fabricator of metal roof products that makes a metal tile roof so that the roof will also match the existing main structure. The benefit of putting a metal roof over the traditional tile is that there is added fire protection, as well we as the longevity of the product. An added benefit is in construction since the application is quicker; it is a more cost effective product. The building would be constructed on a concrete slab, and there would be a concrete driveway connecting the existing driveway to the new structure.

The landscaping that will be implemented will be both drought-tolerant and drought-resistant, while working to reduce the impact to the existing oaks on the property. We have been working to redo much of the landscaping on the property and have been replacing much of the landscaping with plants that not only go with the style of the main living structure, but also require little or no water except rain.

Development: Assuming Approval 11/19/2019

Landscaping:
Already Begun. End- 90 Days after project completion, several projects cannot be finished until after building is finalized

Statement of Planning Objectives

Slab and Driveway:
Begin <1 Week after approval (approximate 2 weeks for slab and driveway)

Building Construction:
12/9/2019

Electrician, Drywall/Paint & Stucco/Interior Paint and Drywall:
Week of 12/9/19 and into Week of 12/16/19

Unaffected Trees (Numbers Referenced on Drawing and Pictures:

Number/ Location	Type	Diameter Inches
U1 (By Driveway)	Oak	105 ¼
U2 (By west fence)	Oak	70 ½
U3 (Flowerbed #1)	Oak	76 ¾
U4 (Flowerbed #2)	Oak	139 ½
U5 (East Fence)	Oak	125 ¼
U6 (Will be near back corner of building)***	Oak	89 1/2

***** There are 2 trees near this one that have to be cleared once, they are cleared this tree should not be in the way of the building*****

Affected Trees (See Pictures Affected Trees 1, Affected Trees 2)

Number/Location	Type	Diameter Inches	Reason
A1 (East Corner)	Fig	5	Overgrown and Messy, have new trees for area
A2 (East Corner	Mulberry	5	Allergic, Overgrown and Messy, have new trees for area
A3 (East Corner)	Hickory	6	Overgrown and Messy, have new trees for area
A4 (Back Corner of Building)	Dogwood	7	Allergic, too near the building and other large tree
A5 (Back Corner of Building)	Oak	18	too near the building and other large tree

** We will also clean up all fence lines**

Statement of Planning Objectives

Reference Pictures:

Exterior Finish of Main Living Structure
Building will be finished with stucco and have Decra Metal Roof (See Brochure for more information)





Unaffected Trees:







U3



U5

Affected Trees:


A5


A1-4

Landscaping Already Started:









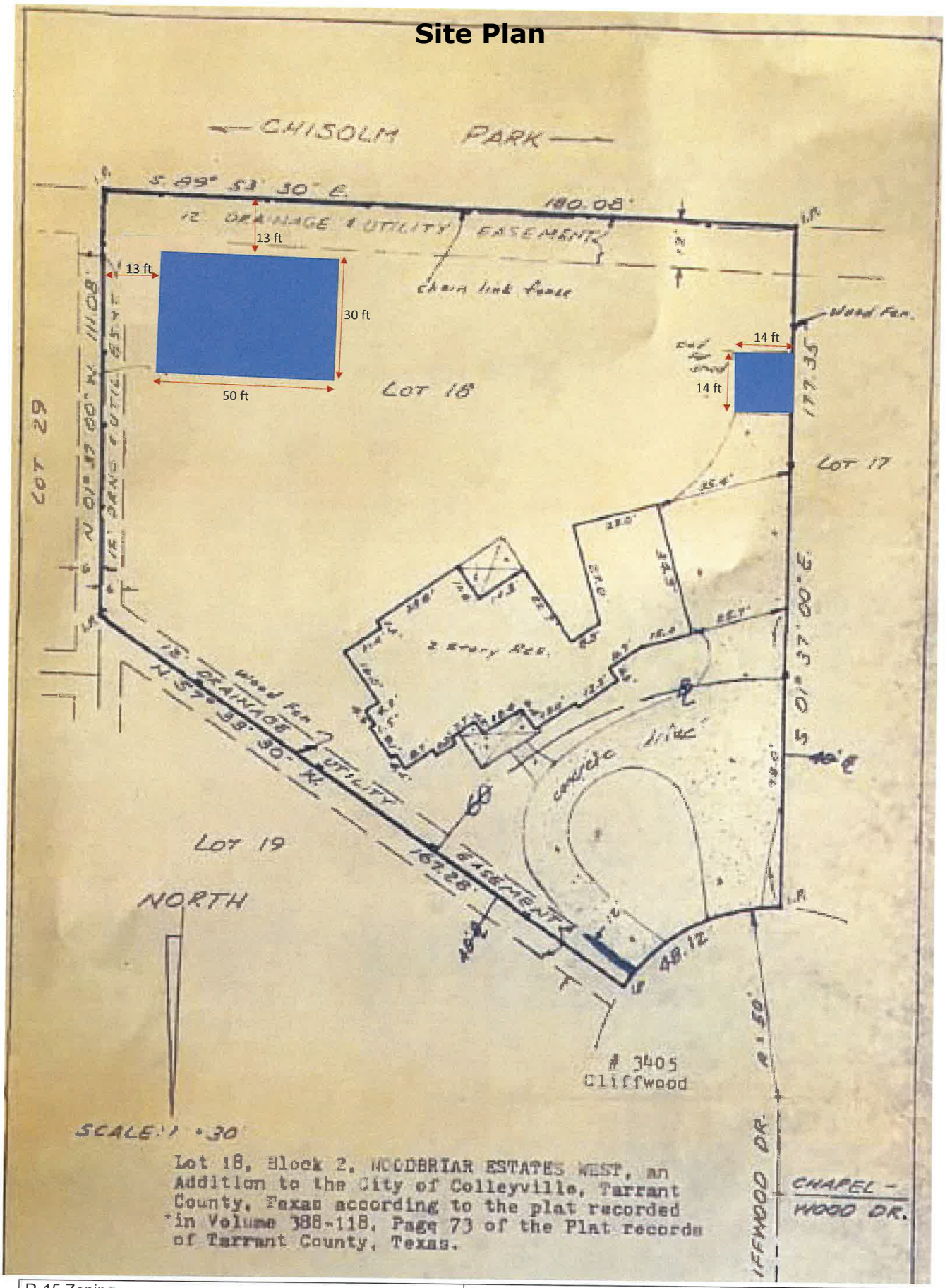
Back will be finished with rocks similar to front



Property Liens:

There are no liens on the property.

Site Plan



Lot 18, Block 2, WOODBRIAR ESTATES WEST, an Addition to the City of Colleyville, Tarrant County, Texas according to the plat recorded in Volume 388-118, Page 73 of the Plat records of Tarrant County, Texas.

R-15 Zoning	Lot Size: 28,370 SF
Arlen and Trisha Evans	Lot 18, Block 2 of Woodbriar Addition
3405 Cliffwood Dr., Colleyville, TX	Structure Footprints: House – 3935 SF, storage – 196 SF
	Percentage of total property area (existing): 14.5%
	Percentage of total property area (proposed): 19.8%

Proposed Garage Plan

DocuSign Envelope ID: 758BD85C-6730-4F3A-92FB-DE9FE833A124

Corporate Office
P. O. Box 1263
187 Cardinal Ridge Trail
Dobson, N.C. 27017

CAROLINA CARPORTS, INC
QUALITY, CUSTOMER SERVICE AND BEST PRICES

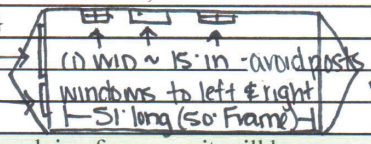
Scheduling: (800) 670-4262
Scheduling: (336) 367-6400
Alan's Fax: (800) 385-1204

Alan's Factory Outlet
PO Box 646 Luray, VA 22835 Email: alan@alansfactoryoutlet.com Website: www.alansfactoryoutlet.com

Rep.	Alan's Factory Outlet	**Alan's Phone:**	1-800-488-6903	**Date:**	7.15.19
Customer Name:	Trisha Evans	**County:**	Tarrant	**Tax %**	6.75%
Address:	3405 Cliffwood	**City:**	Colleyville	**State:** TX	**Zip:** 76034
Phone	**Cell:** 817-808-4279	**Home:**	817-228-9595	**Other:**	
Email: trishaeevans@gmail.com					

Unit Size	30' x 51'	**HT.**	12'	**GA**	12		**All Orders C.O.D.**
Color	**Top** Earth Brown		**Trim**	Earth Brown			$14,190.00
	Sides Sandstone		**G. Door**	NA			Options Subtotal
	Color Screws	**Yes:**	**No:** X	**Cost (if Applicable):**		FREE	
Options	30' x 51' Vertical Roof Garage					$7,740.00	$957.83
	12' Leg Height					$1,660.00	Taxes
	Both Sides Closed					$1,760.00	$15,147.83
	Both Ends Closed					$3,690.00	Subtotal Plus Tax
	(1) 18' x 10' Framed Out Opening					$125.00	$2,412.30
	(1) 9' x 10' Framed Out Opening					$125.00	Visa
	(1) 36" x 80" Framed Out Opening					$85.00	17%
	(2) 30" x 36" Framed Out Openings					$140.00	Deposit Non-refundable After 3 Days
	12 Gauge Framing					$800.00	$0.00
	CCI Promotion; 12% Discount					-$1,935.00	Additional Labor/Non-Taxed Fees
							$12,735.53
							Total Remaining After Paid Deposit
	Customer applying for a permit-will be approved or denied in November.						
	NOTE: FRAME 1 FT SHORTER THAN ROOF LENGTH						$12,735.53
							Balance Due at Installation
Additional Labor Fee (Non-taxable/Non-Refundable):							**Balance Payment Method: (Please Choose):**
Notes Regarding Labor Fee:							**Check**
							Money Order

(1) 18x10 Framed Out opening and (1) 9x10 Framed Out opening



Roof Style	**Regular**		**Box Eave**		**Vertical**	X			
Barn Style (if applicable)	**Horse**		**Carolina**		**Seneca**				
Installation Type	**Cement**	X	**Ground**		**Asphalt**		**Other**		
Power Available	**Yes**	X	**No**		**Uncertified**		**Certified**	X	

This purchase agreement (the "Agreement") is made by and between Carolina Carport Inc. ("CCI"), a North Carolina Corporation, and Trisha Evans **(the "Buyer").**

Buyer agrees, after being fully educated about CCI's various products including the fourteen (14) gauge, twelve 12 gauge, and certified units, to buy, and CCI agrees to sell, pursuant to the terms listed in this Agreement described above. Buyer has read and understands the terms of this agreement, including the terms and conditions contained on the 2nd and 3rd pages of this document, which terms are expressly incorporated herein by reference, as well as any and all relevent warranty information and agrees to be bound by same. Prices on this contract are subjecct to cost increases if order is placed on hold for 90 days or more. If balance due is paid with an E-Check or Credit Card a 2% Processing fee will be charged. Delivery time frames are estimated only and are not guranteed.

Cancellation of your order after 3 days will result in forfeit of deposit. Deposit is non-refundable after 3 days.

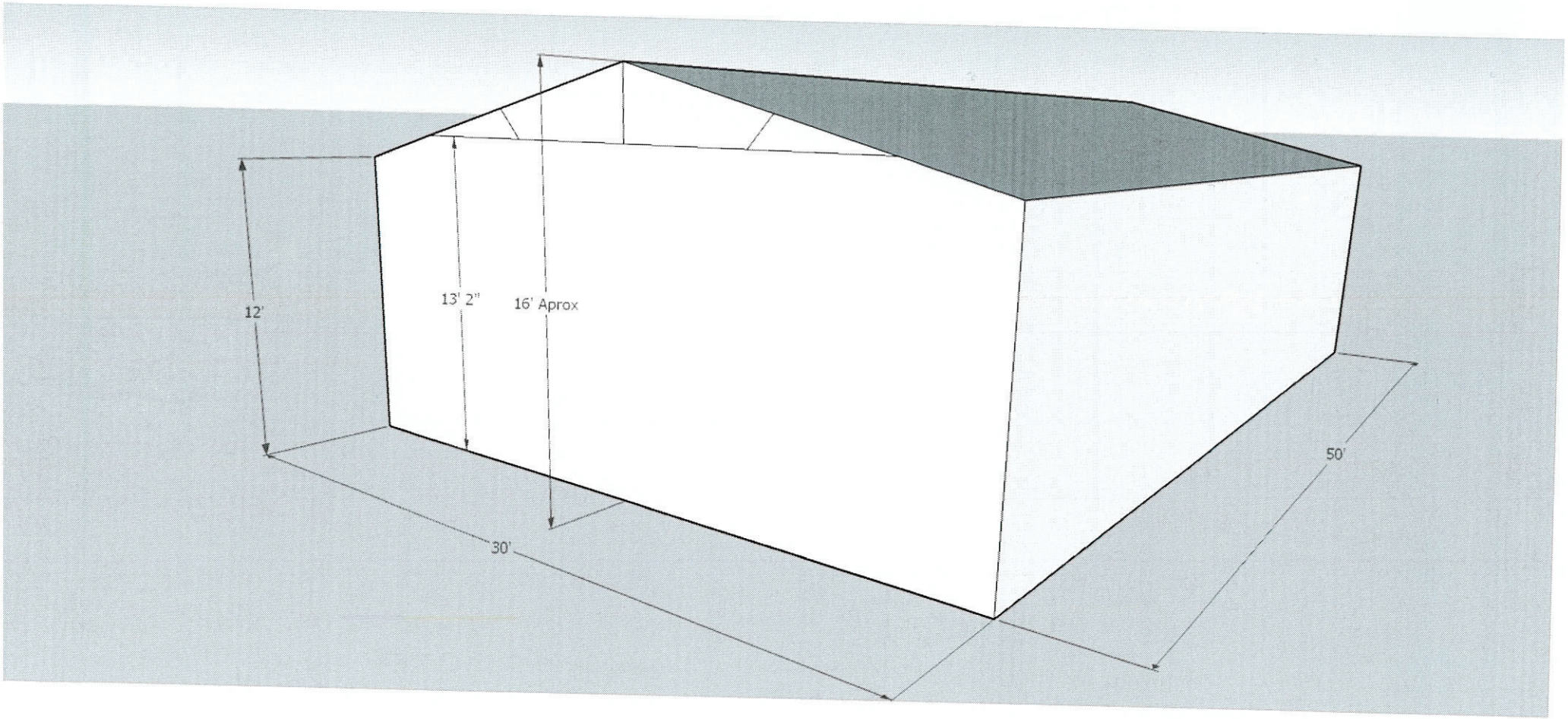
Customer: DocuSigned by: 300257715BDF4E5... 7/15/2019 | 12:05 PM EDT

CCI:

By: AJB
Authorized Representative

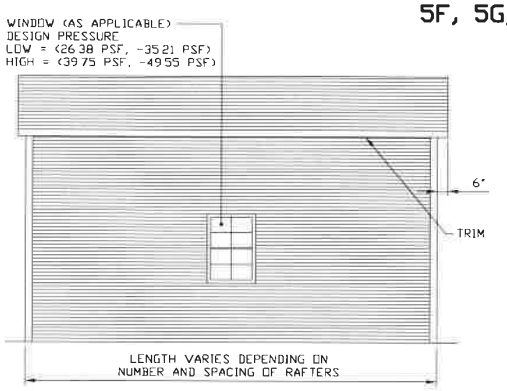
For Florida Customers Only: CBC1254822

Building Elevations

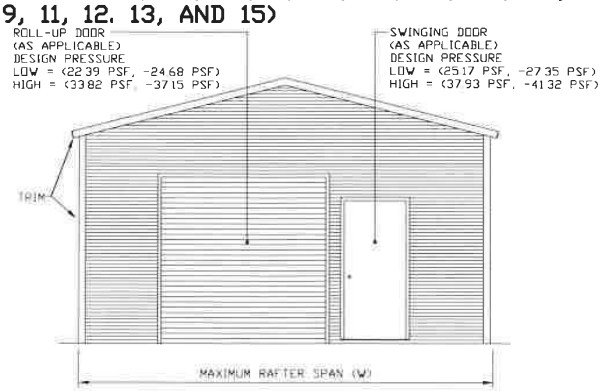


Elevation and Building Plans

BOX EAVE FRAME RAFTER STRUCTURE (Sheets 4, 4A, 4B, 4C, 4D, 4E, 5, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 8, 9, 11, 12. 13, AND 15)

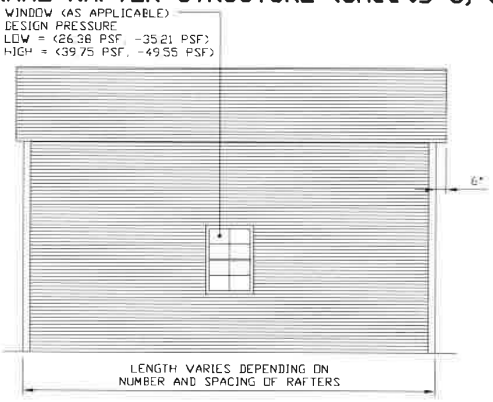


TYPICAL SIDE ELEVATION-HORIZONTAL ROOF
SCALE: NTS

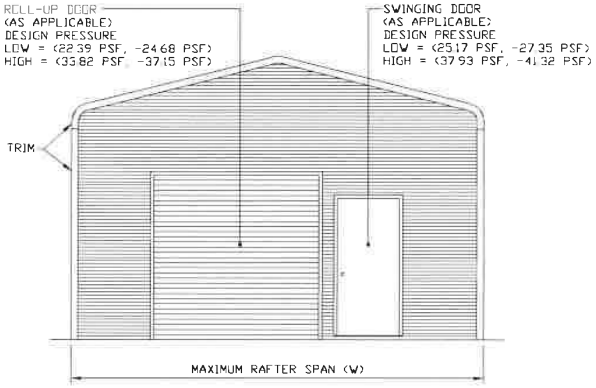


TYPICAL END ELEVATION-HORIZONTAL ROOF
SCALE: NTS

BOW FRAME RAFTER STRUCTURE (Sheets 6, 6A, 7, 7A, 7B, 7C, 8, 10, 11, 12, AND 14)



TYPICAL SIDE ELEVATION
SCALE: NTS



TYPICAL END ELEVATION
SCALE: NTS

MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.	DRAWN BY: JRS	CAROLINA CARPORTS, INC. 187 CARDINAL RIDGE TRAIL DOBSON, NC 27017 30'x20' ENCLOSED STRUCTURE	
	CHECKED BY: PDH		
	PROJECT MGR: WSM	DATE: 1-15-18	SCALE: NTS / JOB NO: 15156S 16135S 17324S
	CLIENT: CAROLINA CARPORTS	SHT. 3B	DWG. NO: SK-3 / REV.: 7

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Photos Provided By Applicant



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Photos Provided By Applicant



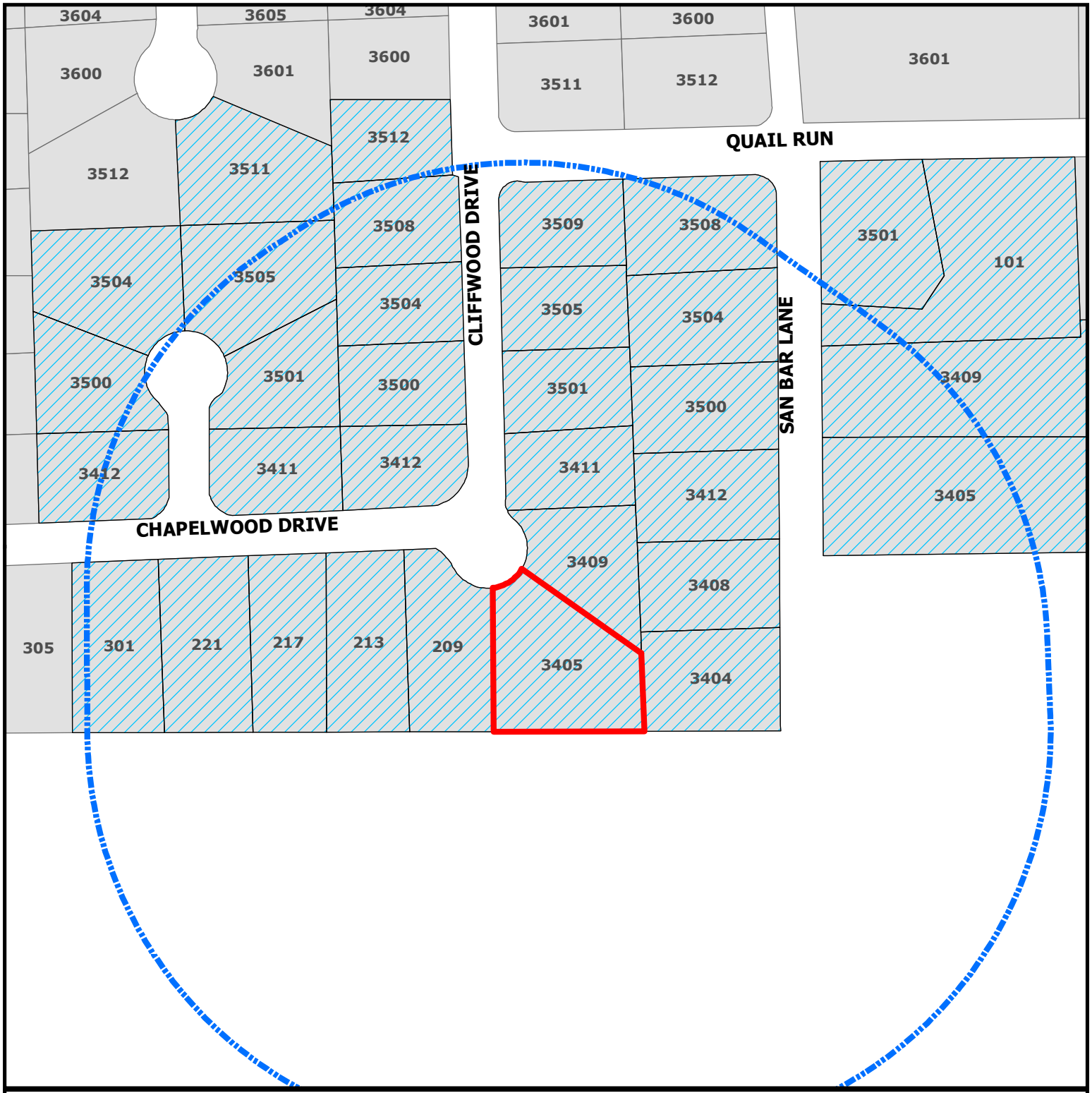
Photos Provided By Applicant



Photos Provided By Applicant



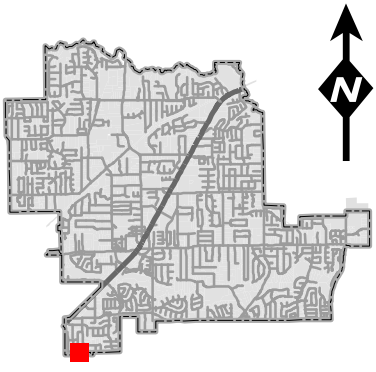
Notification Map



CITY OF COLLEYVILLE TEXAS

ZC19-008

3405 Cliffwood Drive



Subject Property

500ft Buffer

Properties within 500ft

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Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
CARLSON, KEITH D	3412 SAN BAR LN	COLLEYVILLE, TX	76034	3412 SAN BAR LN
ALDERMAN, JAMES E	221 CHAPELWOOD DR	COLLEYVILLE, TX	76034	221 CHAPELWOOD DR
ANDERSON, CHER	3505 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3505 CLIFFWOOD DR
ANDERSON, PAUL B	3508 SAN BAR LN	COLLEYVILLE, TX	76034	3508 SAN BAR LN
BOSTON, TOBY	217 CHAPEL DR	COLLEYVILLE, TX	76034	217 CHAPELWOOD DR
BUKY, BRAD L	3504 SAN BAR LN	COLLEYVILLE, TX	76034	3504 SAN BAR LN
CHIBLI, EDUARDO	101 QUAIL RUN	COLLEYVILLE, TX	76034	101 QUAIL RUN
CULBERTSON, TERRY	3500 SAN BAR LN	COLLEYVILLE, TX	76034	3500 SAN BAR LN
DAILY, ADAM	301 CHAPELWOOD DR	COLLEYVILLE, TX	76034	301 CHAPELWOOD DR
DUCKWORTH, WILLIAM P	341 MOUNTAINVIEW DR	HURST, TX	76054	209 CHAPELWOOD DR
DULGAR, STAN P	3501 SAN BAR LN	COLLEYVILLE, TX	76034	3501 SAN BAR LN
EVANS, ARLEN	3405 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3405 CLIFFWOOD DR
GONGLOFF, KELLY D	3409 SAN BAR LN	COLLEYVILLE, TX	76034	3409 SAN BAR LN
IRWIN, WILLIAM L	3511 WOODCREST CT	COLLEYVILLE, TX	76034	3511 WOODCREST CT
JOSHI, DEEAK	3412 CHAPLEWOOD CT	COLLEYVILLE, TX	76034	3412 CHAPELWOOD CT
LENZIE, WILLIAM W	3412 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3412 CLIFFWOOD DR
LEWIS, KEVIN	3504 CHAPELWOOD CT	COLLEYVILLE, TX	76034	3504 CHAPELWOOD CT
LIVINGSTON, DAVID	3500 CHAPELWOOD CT	COLLEYVILLE, TX	76034	3500 CHAPELWOOD CT
MORGAN, EVAN B	3409 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3409 CLIFFWOOD DR
NAIK, MITESH	PO BOX 55278	HURST, TX	76054	3411 CLIFFWOOD DR
NELSON, BRUCE J	3411 CHAPELWOOD CT	COLLEYVILLE, TX	76034	3411 CHAPELWOOD CT
ORMON, RICHARD H	213 CHAPELWOOD DR	COLLEYVILLE, TX	76034	213 CHAPELWOOD DR
OTTEN, RICHARD	3501 CHAPELWOOD CT	COLLEYVILLE, TX	76034	3501 CHAPELWOOD CT
PACKER, JAMES E	3405 SAN BAR LN	COLLEYVILLE, TX	76034	3405 SAN BAR LN
PATIENT, GREGORY M	3408 SAN BAR LN	COLLEYVILLE, TX	76034	3408 SAN BAR LN
PHILLIPS, GARY L	3505 CHAPELWOOD CT	COLLEYVILLE, TX	76034	3505 CHAPELWOOD CT
SHAFFER, SCOTT	3508 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3508 CLIFFWOOD DR
SPEER, LOUIS C	3509 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3509 CLIFFWOOD DR
STANTON, JAMES TERRY	3512 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3512 CLIFFWOOD DR
TERRIAN, ROBERT	3500 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3500 CLIFFWOOD DR
TRAN, TONY	3504 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3504 CLIFFWOOD DR
WEST, DONNA JEAN	3404 SAN BAR LN	COLLEYVILLE, TX	76034	3404 SAN BAR LN
YOUNG, JAMES R	3501 CLIFFWOOD DR	COLLEYVILLE, TX	76034	3501 CLIFFWOOD DR
QUAIL CREST ESTATES	408 FALCON COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
WOODBRIAR ESTATES WEST ADD	3700 SWEETBRIAR	COLLEYVILLE, TX	76034	COURTESY NOTICE
HURST EULESS BEDFORD ISD	1849 CENTRAL DR	BEDFORD, TX	76022	STATE REQUIRED
EVANS, ARLEN AND TRISHA	3405 CLIFFWOOD DR	COLLEYVILLE, TX	76034	APPLICANT

Public hearing notices were mailed on October 25, 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: Tuesday, November 12, 2019 at 7:00 p.m.
City Council Meetings: Tuesday, December 3, 2019 & Tuesday, December 17, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a Special Use Permit for an Accessory Building to exceed the 4% lot coverage allowance. The purpose is to allow for the construction of a 1,500 sq. ft. detached garage.
Zoning Case:	ZC19-008
Applicant:	Arlen and Trisha Evans
Owner:	Arlen and Trisha Evans
Location:	3405 Cliffwood Drive
Property Description:	Lot 18, Block 2, of the Woodbriar Addition
Present Zoning:	R-15 Single Family Residential

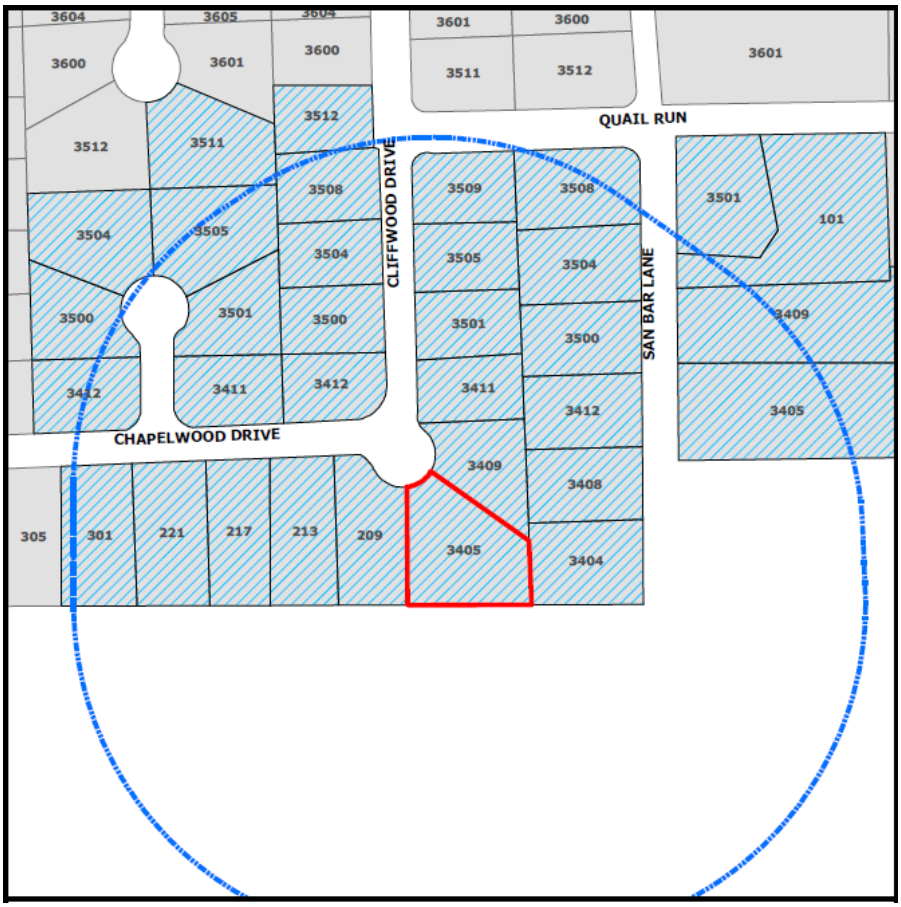
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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 76034. 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-19-2104

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.1934 ACRES, BEING LOT 18, BLOCK 2 OF THE WOODBRIAR ADDITION, LOCATED AT 3405 CLIFFWOOD DRIVE, BY AUTHORIZING A SPECIAL USE PERMIT FOR AN ACCESSORY BUILDING TO EXCEED THE 4% LOT COVERAGE ALLOWANCE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for an accessory building under Case No. ZC19-008; and

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

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

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

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

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

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance 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 authorizing a Special Use Permit for an accessory building to exceed the 4% lot coverage allowance on being, 0.1934 acres, Lot 18, Block 2, of the Woodbriar Addition, located at 3405 Cliffwood Drive, as depicted on the attached as Exhibit "A".

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall apply to the construction of a new accessory building to be used as a garage.

b. The accessory building shall be generally consistent with the, site plan and building elevations as depicted on the attached Exhibits "B" and "C". The building is to have a stucco finish and metal roof designed to match the house.

c. The garage doors to be located on the interior 30-foot wall and face west into the interior of the lot.

d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of December 2019.

The second reading and public hearing being conducted on the 17th day of December 2019.

PASSED AND APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 17th DAY OF DECEMBER 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:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

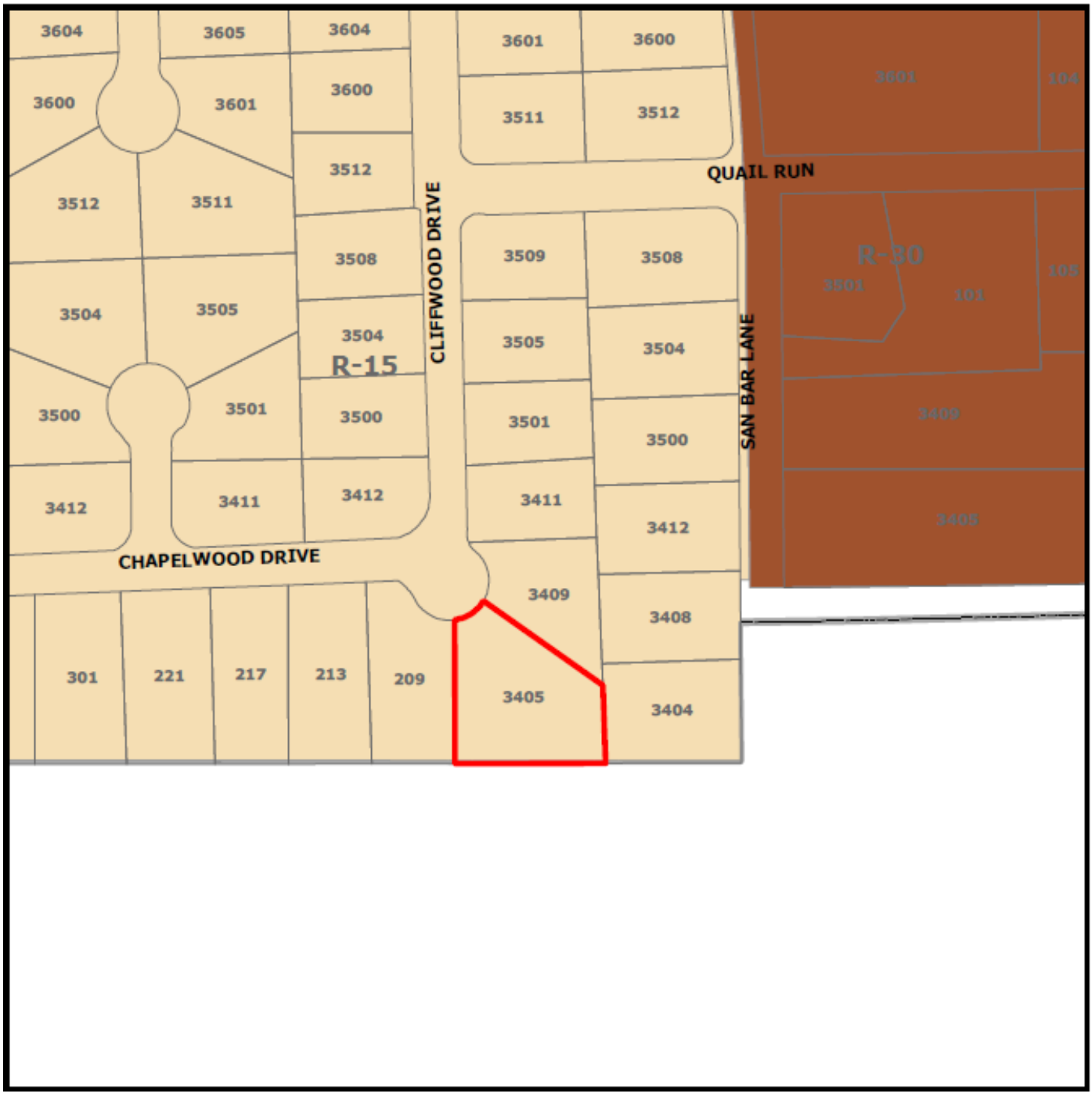
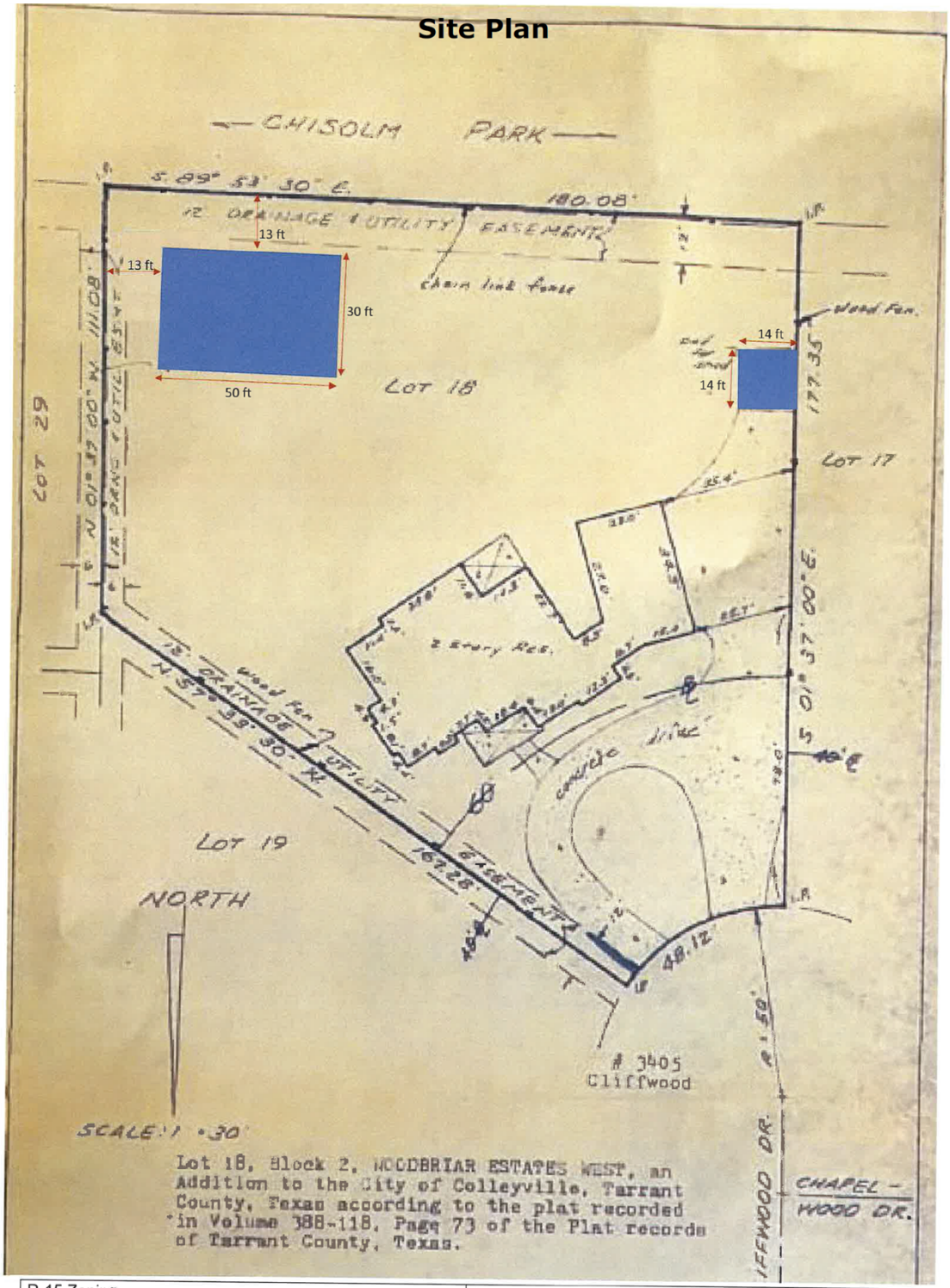


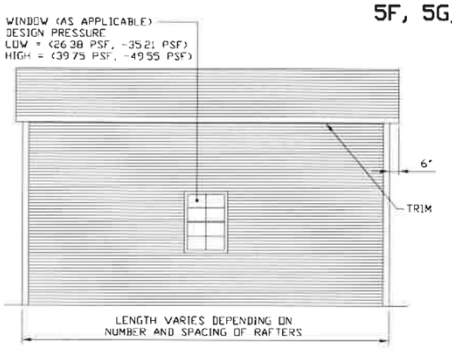
Exhibit "B" – Site Plan



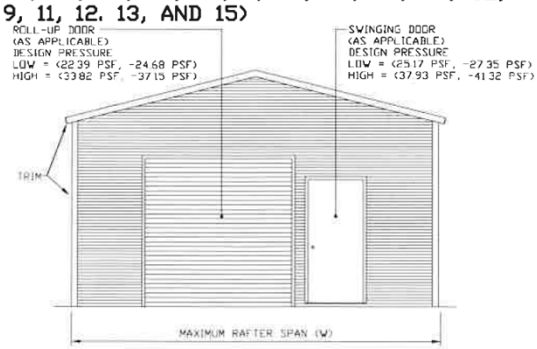
R-15 Zoning	Lot Size: 28,370 SF
Arlen and Trisha Evans	Lot 18, Block 2 of Woodbriar Addition
3405 Cliffwood Dr., Colleyville, TX	Structure Footprints: House – 3935 SF, storage – 196 SF
	Percentage of total property area (existing): 14.5%
	Percentage of total property area (proposed): 19.8%

Exhibit "C" – Elevations

BOX EAVE FRAME RAFTER STRUCTURE (Sheets 4, 4A, 4B, 4C, 4D, 4E, 5, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 8, 9, 11, 12. 13, AND 15)

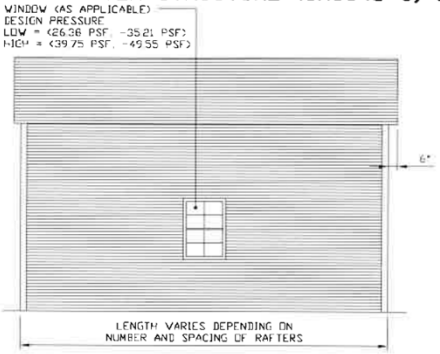


TYPICAL SIDE ELEVATION-HORIZONTAL ROOF
SCALE: NTS

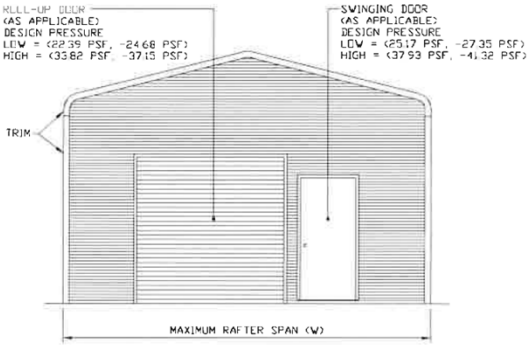


TYPICAL END ELEVATION-HORIZONTAL ROOF
SCALE: NTS

BOW FRAME RAFTER STRUCTURE (Sheets 6, 6A, 7, 7A, 7B, 7C, 8, 10, 11, 12, AND 14)



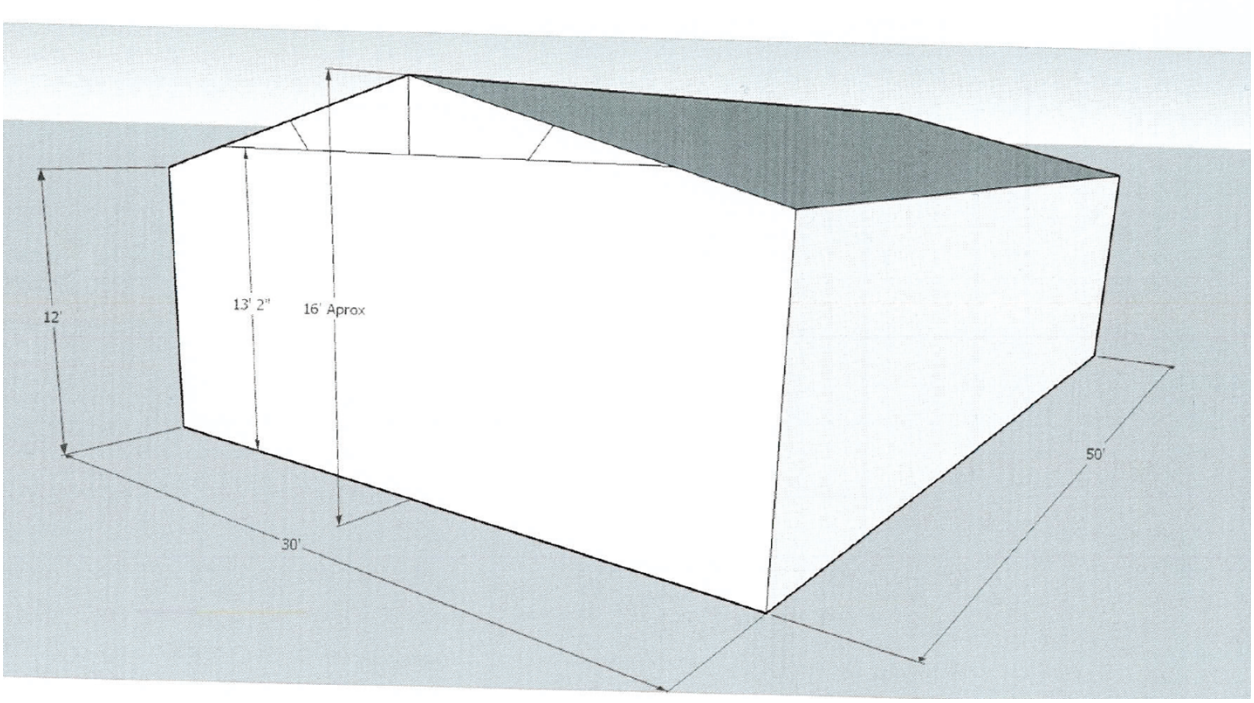
TYPICAL SIDE ELEVATION
SCALE: NTS



TYPICAL END ELEVATION
SCALE: NTS

MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.	DRAWN BY: JRS	CAROLINA CARPORTS, INC. 187 CARDINAL RIDGE TRAIL DOBSON, NC 27017 30'x20' ENCLOSED STRUCTURE	
	CHECKED BY: PDH		
	PROJECT MGR: WSM	DATE: 1-15-18	SCALE: NTS	JOB NO: 15156S 16135S 17324S
	CLIENT: CAROLINA CARPORTS	SHT. 3B	DWG. NO: SK-3	REV.: 7

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12'
13' 2"
16' Aprox
30'
50'

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 5b **Agenda Date** 12/3/2019 **Number** Ordinance O-19-2105
Type Ordinance
Department Community Development

Title
Consideration of a Special Use Permit for an accessory dwelling on Tracts 3K & 3Y, Abstract 211, in the BBB & C RY Survey, located at 509 W LD Lockett Road, Case ZC19-017

Strategic Plan
4.1 Protect Colleyville's semi-rural residential character

Explanation
First Reading & Public Hearing

No change of zoning where exists a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lots or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. The opposition recorded at this time equals 45.58%.

Cory Watson, the applicant, has submitted a request for a Special Use Permit (SUP) for an accessory dwelling unit on Tracts 3K 3Y, Abstract 211, in the BBB & C RY Survey, being approximately 1.68 acres, and zoned R-40 Single Family Residential district.

Existing Conditions/Background: The subject property, 509 W. L.D. Lockett Road, has R-40 zoning and is located on the south side of L.D. Lockett Road at the intersection with Reagan Road. The subject property has a single family residence, a barn, and a metal shop building.

SUP Request:

Request – The applicant is requesting approval of an SUP to allow for a 1,192 s.f. detached accessory dwelling unit.
Ordinance – Section 3.27 Accessory Buildings and Residential Carport Regulations of the Land Development Code establishes the maximum size and number of accessory buildings to be permitted by staff on a residential lot:

"*2.* Maximum Size and Number of Buildings:

a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings

shall not exceed four percent (4%) of the aggregate area of the lot. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings.

b. Accessory dwellings allowed by the Land Development Code shall be limited in size to be no more than the most restrictive of the following:

1. Fifty percent (50%) of the primary structure;

2. The maximum allowed square footage for accessory buildings on the lot; or

3. No more than twelve hundred (1,200) square feet

The applicant proposes to alter and expand an existing barn from an 847 s.f. in size to 1,192 s.f. to utilize as an accessory dwelling. The total lot area is 1.68 acres and 4 percent of the total lot area is 2,927 s.f. The existing metal shop/garage measures 1,417 s.f. Together, both accessory buildings will total 2,609 s.f.

Analysis: Any request for a building permit for an accessory dwelling shall only be authorized after approval of a Special Use Permit by the City Council per the Schedule of Permitted Principal Uses for the R-40 zoning district.

The proposed accessory dwelling is going to function as a temporary home for the applicant and his family while an existing home is demolished and a new 5,000 s.f. home is built in its place. Additionally, the accessory dwelling will also function as a guest quarters after the new home is completed. The accessory dwelling meets all required setbacks per the Land Development Code.

The proposed accessory dwelling complies with all other requirements of Section 3.27. The site plan, floor plan, and elevations have been included as attachments for your review.

Surrounding Development: The properties to the east, west, and south are zoned R-40 zoning and contain single family residential development. The properties to the north are zoned R-20 and contain single family residential development.

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, eight (8) correspondences were received in opposition. Since the Planning & Zoning Commission meeting, one (1) of those letters of opposition has been rescinded. All letters have

been provided in the packet.

Staff Recommendation: Staff recommends approval of the requested SUP because it meets regulations for accessory dwellings per the requirements of the Land Development Code.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their November 12, 2019 meeting by a vote of 4-0.

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. Statement of Planning Objectives
5. Response Letter
6. Zoning Verification Letter
7. Site Plan
8. Floor Plan
9. Building Elevations
10. Future House Plans
11. Accessory Building Dimensions
12. Notification Map
13. Notification List
14. Property Owner Notification
15. Letters of Opposition
16. Letter of Support - Rescind Opposition
17. Opposition Map
18. Opposition Report
19. Ordinance O-19-2105

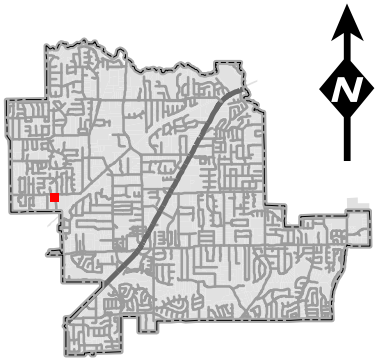
Aerial Map



CITY OF COLLEYVILLE TEXAS

ZC19-017

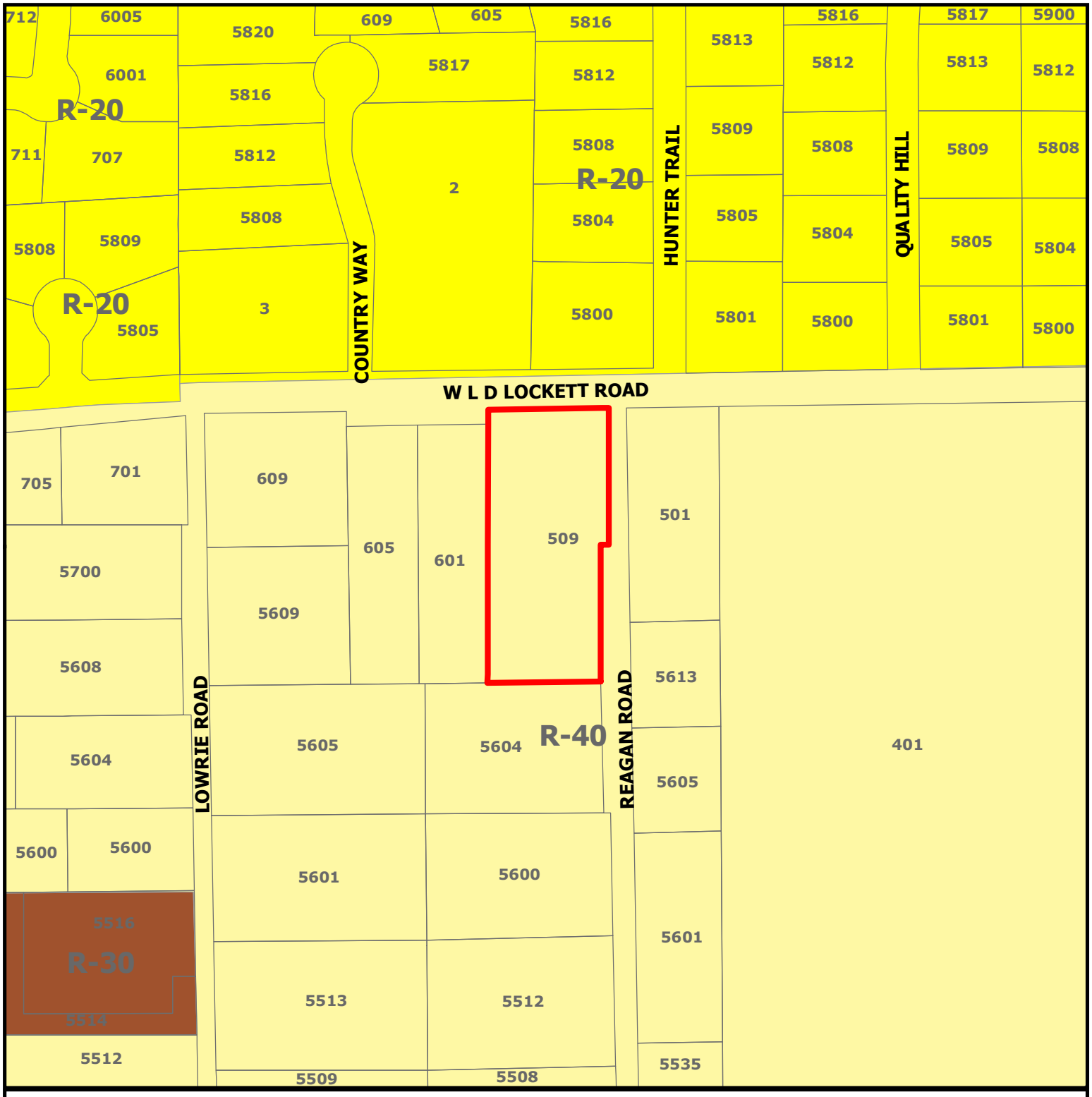
509 W L D Lockett Rd



DISCLAIMER:
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Subject Property

Zoning Map



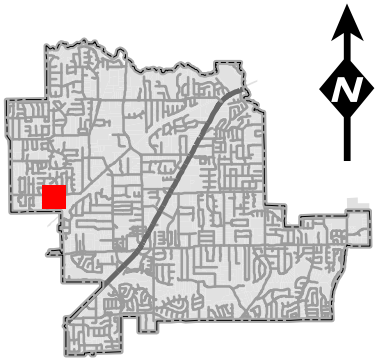
ZC19-017

509 W L D Lockett Rd

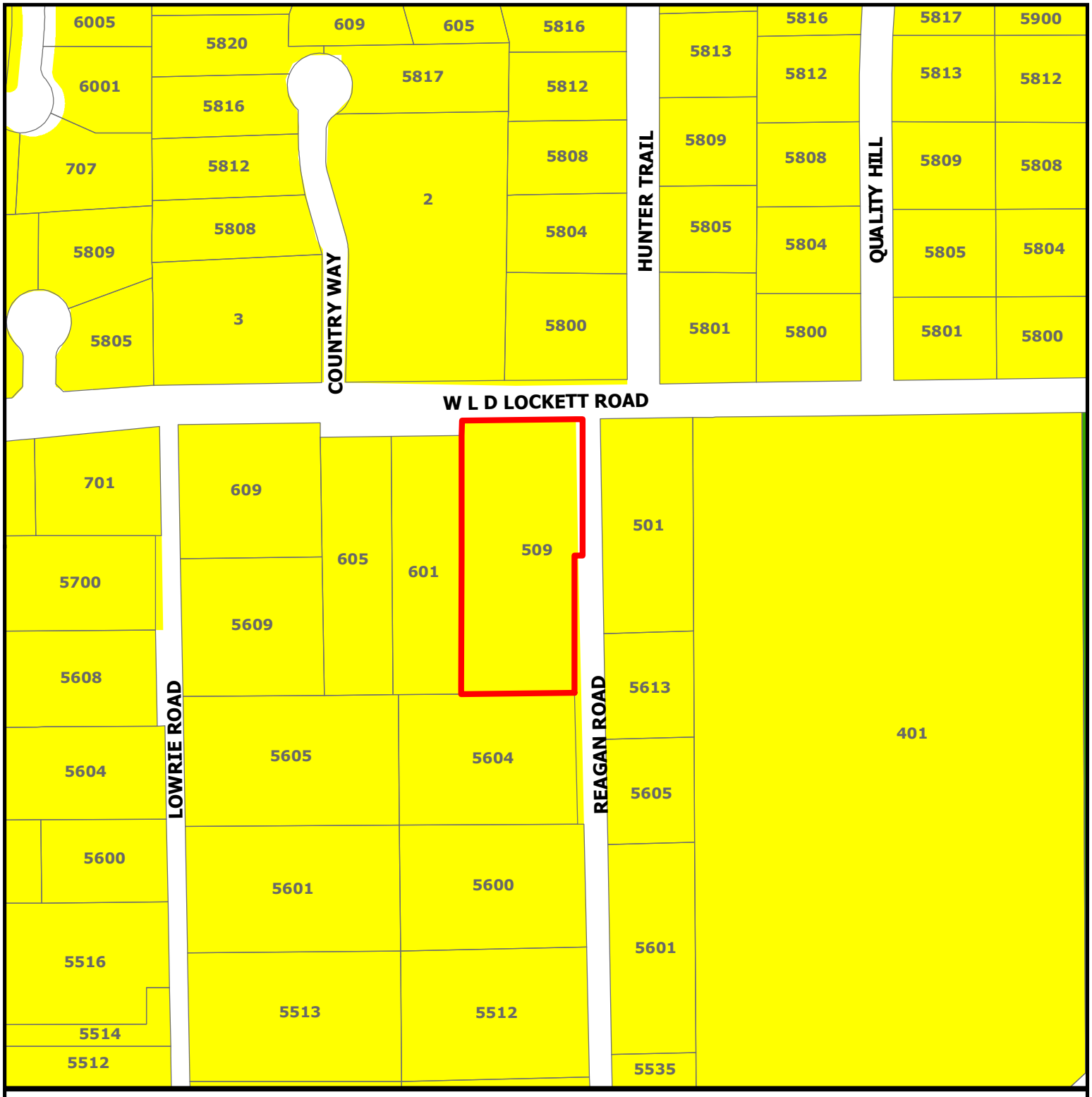
CITY OF COLLEYVILLE TEXAS

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Subject Property



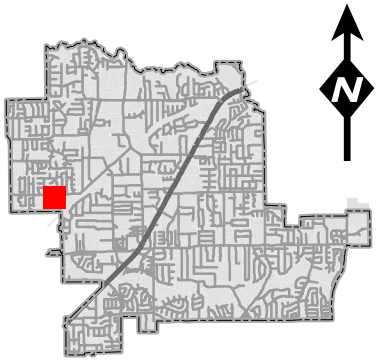
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

ZC19-017

509 W L D Lockett Rd



Subject Property

Residential

Open Space; Parks

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Statement of Planning Objectives

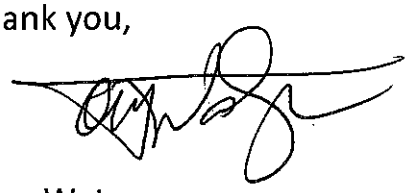
Description and Objective of Project

I'm a homeowner currently living at 509 W. LD Lockett Rd. in Colleyville. The property is on 1.68 acres with (roughly) a 2400 sq. ft home, an 1800 sq ft. metal shop building and an 847 sq ft. barn. I intend to tear down my current house and build a new 5,000 sq. ft. home. In an effort to save as many trees as possible, the new home location will be in the same spot as the current house. My plans are already designed and I've included them with my package to Colleyville.

Tearing down the house would require my family to move out for 12-18 months while the new home is being constructed. Rather than move out, my plan is to remodel the existing barn so that my family could live there, temporarily, while my new home is constructed. This would also give added value to my property as it could provide a guest house if needed.

The intent is not to change the look of the barn. We will keep the same structure and look like a freshly painted barn. It will be white with a red door and dark metal roofing. The only part we are adding is 345 sq. ft. of additional living area. This will bring the total sq. ft. of the barn to from 847 to 1192.

Thank you,



Cory Watson

To Whom It May Concern:

This letter is in response to the Initial Staff Comments from the Colleyville Development Review Committee, in addition to addressing the concerns from the Planning & Zoning Workshop meeting on October 28, 2019.

After watching the recorded Planning & Zoning Workshop meeting on October 28, 2019, it was brought to our attention that our initial explanation of our intentions for this structure were not thoroughly explained. A little background might be beneficial to this explanation as well. We originally moved to Colleyville in 2011 and built a custom home in the Old Grove addition under the strict guidelines of David Bagwell. We loved that property but soon realized that it wasn't large enough for our two growing and adventurous sons. We purchased the property at 509 West L.D. Lockett with the intentions of this being our "forever home" and building a house equal in quality to the home we previously built. The barn renovation for which we are requesting a Special Use Permit is strictly a temporary living solution while we build our permanent home. It will not have a kitchen, merely a small fridge, microwave and coffee maker. In addition, there were some concerns that we may rent out the barn once construction is complete. We have two small children and we have zero intention of bringing strangers on to our property (short term, long term or otherwise). Any type of VRBO, renting, multi-family use, etc is unacceptable and will not be an option or consideration for us. While we labeled our barn "guest quarters" on our original submission, we need to clarify. Our intent (once our new home is constructed) is to use this space as a "man cave" with a card table, big screen tv, and mini-bar.

Additionally, there were some comments at the Planning and Zoning workshop about this property being divided and rezoned from R40 zoning. This is not our intention nor is it permitted by the city. The previous owner requested to rezone this into smaller properties and was denied by the city of Colleyville. (We've attached a copy of this letter.)

The following addresses the questions from the Initial Staff Comments:

- Dimension the height of the barn building including sides:
  THE BARN HAS A MAXIMUM HEIGHT OF 17' IN THE MIDDLE WITH PEAKS OF 16' AND 15'. THE SIDES HAVE A HEIGHT OF 9' SLOPING DOWN TO 8'. TO BE CLEAR, THIS IS AN EXISITNG STRUCTURE AND WE ARE NOT ALTERING THE HEIGHT. SEE ELEVATION.

- Provide a better dimensioned exhibit to determine that all accessory buildings remain under 4% of lot coverage:
  THE FRONT OF THE SHOP HAS A HEIGHT OF 14' SLOPING DOWN TO 12'. THE REAR SECTION OF THE SHOP HAS A HEIGHT OF 12' SLOPING DOWN TO 9.75'. THE INTERIOR OF THE SHOP IS 44' x 24' (1,056 SQ.FT.). THE REAR SECTION OF THE SHOP IS 19' x 19' (361 SQ.FT.).TOTAL SQUARE FOOTAGE OF THE SHOP IS 1,417 SQ.FT. THIS IS WELL BELOW THE 4% REQUIREMENT.

  THE DISTANCE WEST OF THE BARN TO THE PROPERTY LINE IS 6'. THE DISTANCE SOUTH OF THE BARN TO THE PROPERTY LINE IS 46'. THE DISTANCE EAST OF THE BARN TO THE PROPERTY LINE IS 129'. THE DISTANCE NORTH FROM THE BARN TO THE EXISTING HOUSE IS 139'. THE DISTANCE FROM THE BARN TO THE SHOP IS 57'.

  THE DISTANCE SOUTH OF THE SHOP TO THE PROPERTY LINE IS 23'. THE DISTANCE EAST OF THE SHOP TO THE PROPERTY LINE 53'. THE DISTANCE NORTH FROM THE SHOP TO THE EXISTING HOUSE IS 142'. SEE SURVEY WITH DRAWN DIMENSIONS.

Informational Comments:

- Show a sidewalk on the exhibit to the accessory dwelling.
  THERE IS AN EXISTING ENTRANCE AND SIDEWALK NEXT TO THE SHOP; FROM THE SHOP THERE WILL BE PAVERS CREATING A PATH TO THE BARN. THE PATH WILL BE 57' TO THE BARN. SEE SURVEY.

- The property is not platted and will need to be platted before any building permits may be pulled.

  WE WILL HAVE THE PROPERTY PLATTED BEFORE APPLYING FOR BUILDING PERMITS.

- The barn will be required to connect to the City sewer line.

  WE WILL CONNECT TO THE CITY SEWER LINE.

- Due to the location on the property, access to the structure for firefighting operations is limited.

  THERE IS A SEPARATE ENTRANCE (GATED DRIVEWAY) AT THE BACK OF THE PROPERTY (OFF REAGAN).

- If approved the applicant will be required to provide adequate access to the proposed dwelling.

  SEE ABOVE RESPONSE.

CITY OF COLLEYVILLE TEXAS

May 11, 2017

Waguih Guirguis
75 Main Street, Suite 100
Colleyville, Texas 76034
waguihguirguis@yahoo.com

Re: Zoning Verification Letter for 509 West L D Lockett Road, Colleyville, TX 76034
Tract 3K & TR 3Y, of Abstract 211, in the BBB & C RY Survey

Dear Mr. Guirguis:

In response to your request regarding the property listed above, the following is provided for your information.

1. **Current Zoning.** The zoning designation of the property is R-40 – Single Family Residential zoning district. The R-40 district is intended for compatible land, building, and structure uses oriented to low density residential purposes, open space uses, and selected community facility uses. Per Section 3.24 G, Schedule of District Regulations in the Land Development Code, the R-40 zoning regulations require the following standards:

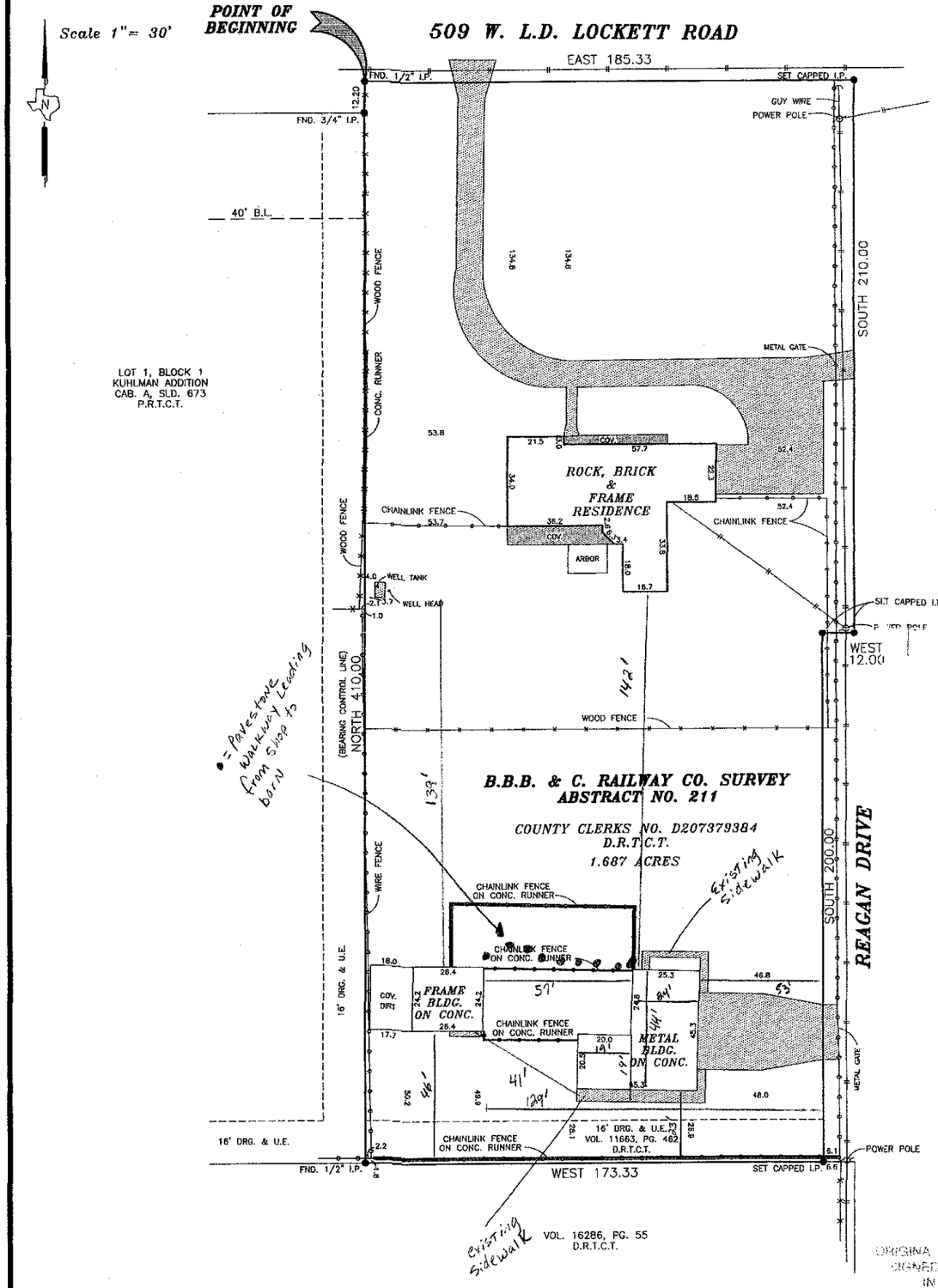
   Minimum Lot Area: 40,000 square feet
   Minimum Lot Width: 150 feet
   Minimum Lot Depth: 150 feet
   Minimum Front Yard Setback: 40 feet
   Minimum Side Yard Setbacks: 15 feet
   Minimum Rear Yard Setback: 25 feet
   Maximum Lot Coverage: 20 percent

2. **Overlay Districts.** There are no overlay districts on this property.
3. **Abutting zoning districts.** The property to the north is zoned R-20 –Single Family Residential zoning district. The properties to the south, east, and west are zoned R-40 – Single Family Residential zoning district.
4. **Site Plan.** The property is currently developed. Any modifications to the site would require approval of a site plan or applicable permits meeting the City's requirements.
5. **Variances, Special Exceptions, or Conditional Use Permits.** No variances, special exceptions, or conditional use permits have been granted.
6. **Legal Nonconforming Issues.** The subject property is currently unplatted. Any future construction will require submittal and approval of a plat, meeting all requirements of the Land Development Code.
7. **Inspections.** Inspections will be completed when a new Certificate of Occupancy is requested.
8. **Certificates of Occupancy.** Certificates of Occupancy are issued for building shells and for each tenant within a building. Certificates of Occupancy are issued any time a use, tenant improvement or owner is changed.

If you have any questions or require additional information, please call me at 817-503-1051.

Sincerely,

Araceli Botello
Planning Technician



BEING A TRACT OF LAND OUT OF THE B.B.B. & C. RAILWAY CO. SURVEY, ABSTRACT NO. 211, TARRANT COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN COUNTY CLERKS NO. D207379384, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND IN THE SOUTH LINE OF W. L.D. LOCKETT ROAD FOR THE NORTHWEST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING LOCATED 12.20 FEET NORTH FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, KUHLMAN ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN CABINET A, SLIDE 673, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND BY DEED BEING LOCATED 476.66 FEET EAST AND 25.00 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID B.B.B. & C. RAILWAY CO. SURVEY, ABSTRACT NO. 211;

THENCE EAST 185.33 FEET ALONG THE SOUTH LINE OF SAID W. L.D. LOCKETT ROAD TO A CAPPED IRON PIN SET IN THE WEST LINE OF REAGAN DRIVE FOR THE NORTHEAST CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 210.00 FEET ALONG THE WEST LINE OF REAGAN DRIVE TO A CAPPED IRON PIN SET FOR CORNER OF TRACT BEING DESCRIBED;

THENCE WEST 12.00 FEET TO A CAPPED IRON PIN SET IN THE WEST LINE OF SAID REAGAN DRIVE FOR A CORNER OF TRACT BEING DESCRIBED;

THENCE SOUTH 200.00 FEET AND CONTINUING ALONG THE WEST LINE OF SAID REAGAN DRIVE TO A CAPPED IRON PIN SET IN THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN VOLUME 16286, PAGE 55, DEED RECORDS, TARRANT COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF TRACT BEING DESCRIBED;

THENCE WEST 173.33 FEET ALONG THE NORTH LINE OF SAID TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN VOLUME 16286, PAGE 55 TO A 1/2" IRON PIN FOUND FOR THE SOUTHWEST CORNER OF TRACT BEING DESCRIBED, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, KUHLMAN ADDITION;

THENCE NORTH 410.00 FEET ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, KUHLMAN ADDITION TO THE POINT OF BEGINNING AND CONTAINING 1.687 ACRES OF LAND, MORE OR LESS

FIRST WESTERN TITLE CO. – GF NO. 17-08106-221

I CHARLES B. HOOKS, JR. RPLS, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, DIMENSIONS AND AREA OF THE LAND INDICATED THEREON, THE LOCATION OF ALL IMPROVEMENTS, THE LOCATION OF ALL ALLEYS, STREETS RIGHT-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THE PROPERTY, THE UNDERSIGNED FURTHER CERTIFIES THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHT-OF-WAYS EXCEPT AS SHOWN HEREON.

ACCORDING TO FEMA MAP NO. 48439C0095K, ZONE X, DATED 09-25-09
THE ABOVE LOT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN, AT THIS TIME.

ORIGINAL COPIES ARE SIGNED & SEALED IN BLUE

BH

LEGEND:
- IRON PIN
- IRON PIPE
- BOIS D'ARC STAKE
- CONCRETE MONUMENT
- FENCE
- POWER LINE
- TELEPHONE LINE
- CATV — CABLE TELEVISION
- CONCRETE PAVING
- ASPHALT PAVING

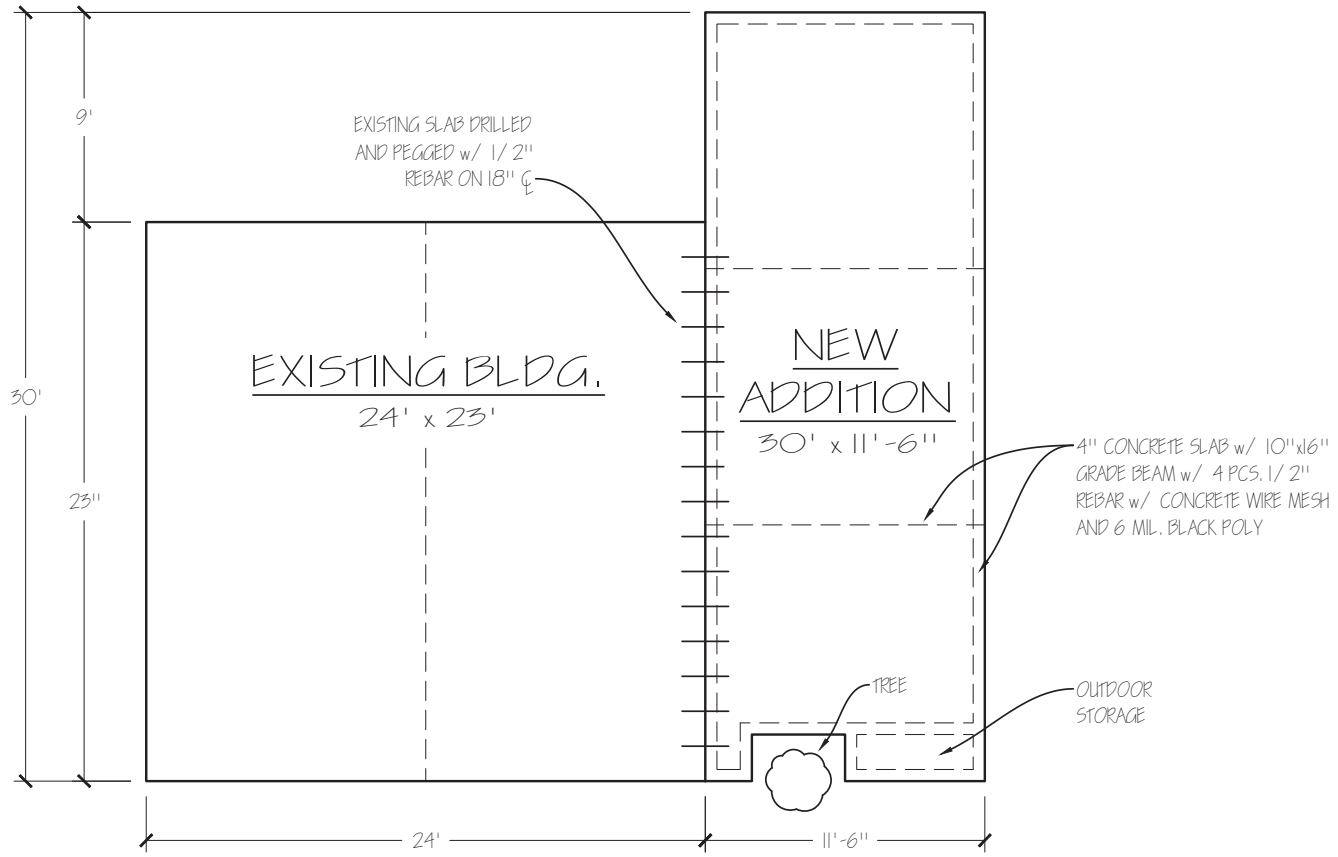
REGISTRATION LICENSE NO. 10111900

LOYD BRANSOM SURVEYORS INC.
CHARLES B. HOOKS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
1028 NORTH SYLVANIA AVENUE
FT. WORTH, TEXAS 76111
(817) 834-3477

17-543

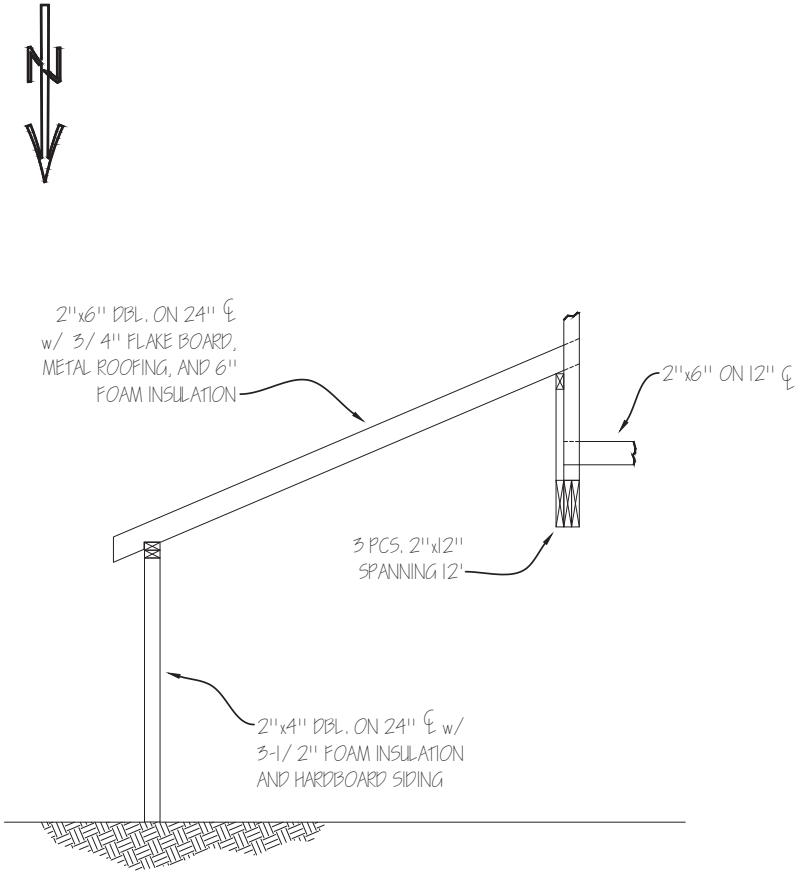
DATE:07-26-17

Floor Plan



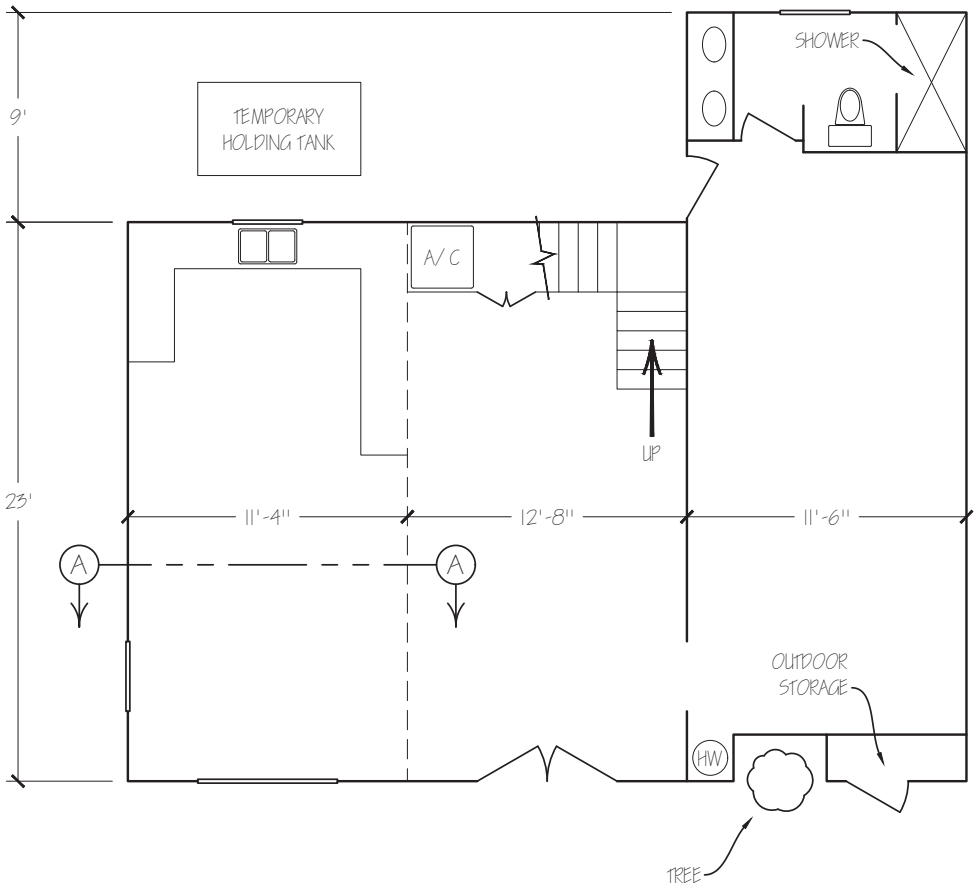
DRAWN BY: C. WATSON	DATE: 10-03-19	TITLE: WATSON RESIDENCE BARN EXPANSION	
APPROVED BY: C. WATSON	DATE: 10-03-19		
SCALE: 3/16" = 1'-0"		FOUNDATION DETAILS	
SHEET: SHEET 1 OF 3	SIZE: B	DWG NUMBER: RES_WATSON-19 EXPN	REV: 0

Floor Plan



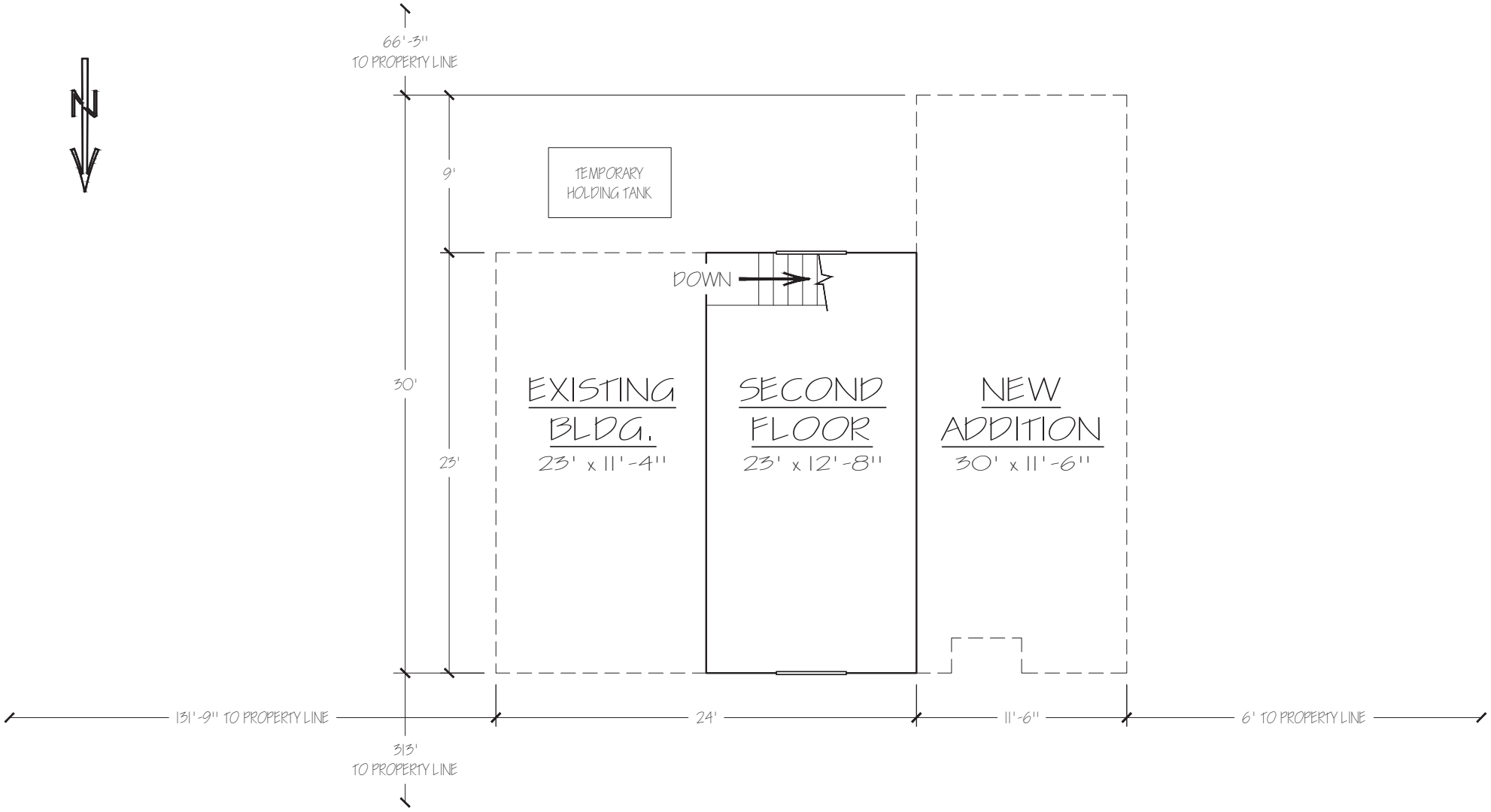
SECTION A-A

SCALE: 3/8" = 1'-0"



DRAWN BY: C. WATSON	DATE: 10-03-19	TITLE: WATSON RESIDENCE BARN EXPANSION	
APPROVED BY: C. WATSON	DATE: 10-03-19		
SCALE: 3/16" = 1'-0"		MAIN FLOOR DETAILS	
SHEET: SHEET 2 OF 3	SIZE: B	DWG NUMBER: RES_WATSON-19 EXPN	REV: 0

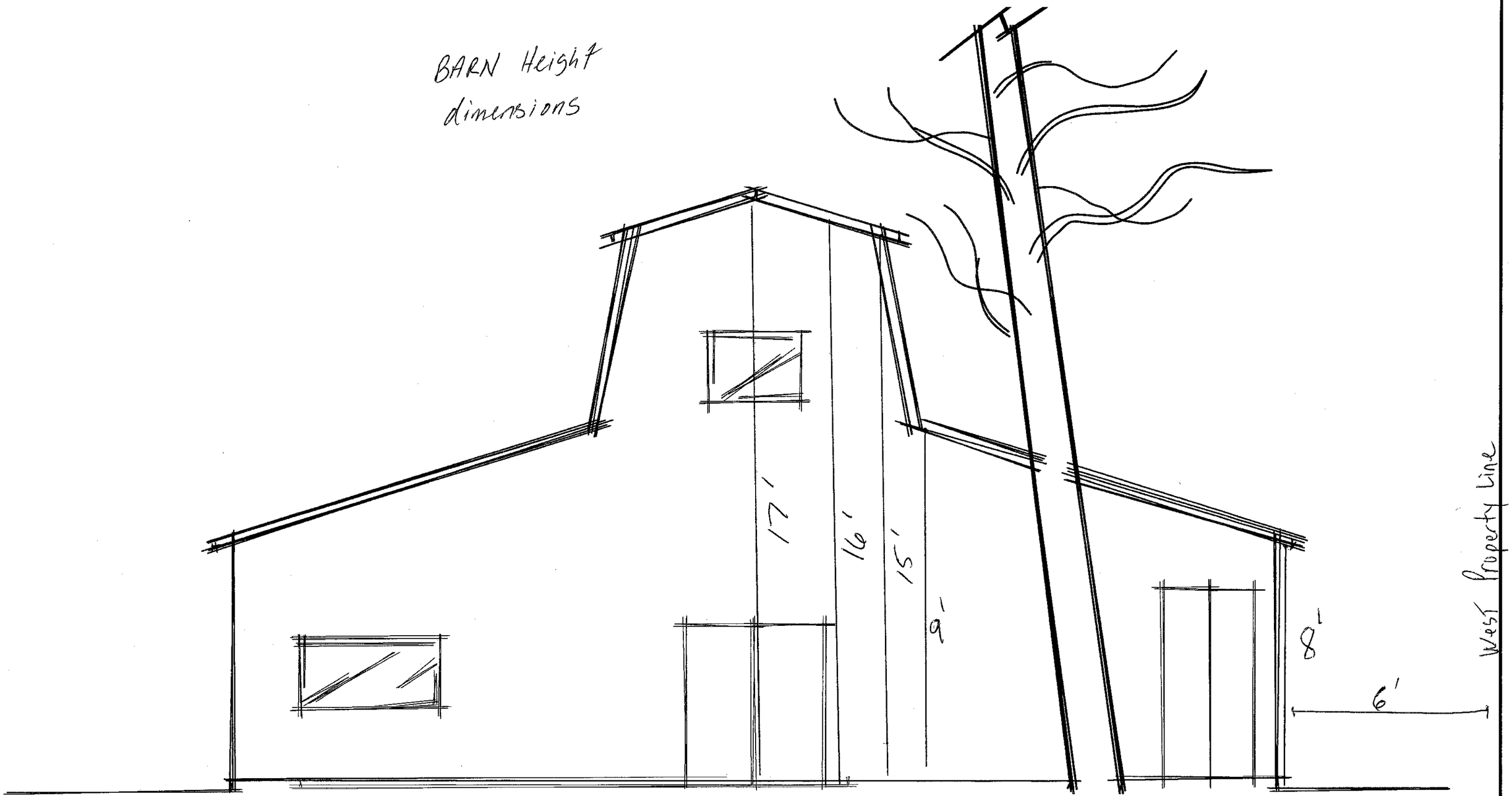
Floor Plan



DRAWN BY: C. WATSON	DATE: 10-03-19	TITLE: WATSON RESIDENCE BARN EXPANSION	
APPROVED BY: C. WATSON	DATE: 10-03-19		
SCALE: 3/16" = 1'-0"		SECOND FLOOR DETAILS	
SHEET: SHEET 3 OF 3	SIZE: B	DWG NUMBER: RES_WATSON-19 EXPN	REV: 0

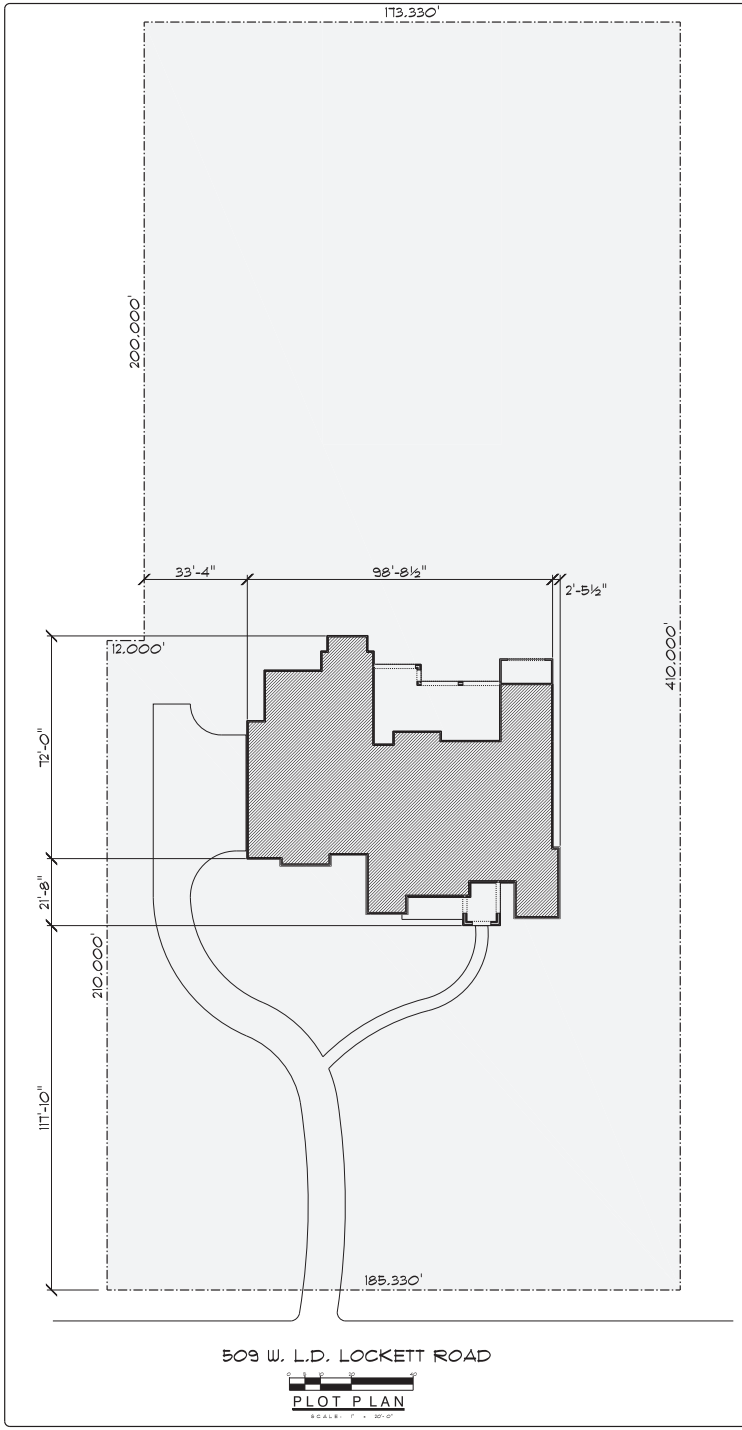
PRODUCED BY AN AUTODESK STUDENT VERSION

BARN Height dimensions



DRAWN BY: C. WATSON	DATE: 10-03-19	TITLE: WATSON RESIDENCE BARN EXPANSION	
APPROVED BY: C. WATSON	DATE: 10-03-19	NORTH ELEVATION	
SCALE: 1/4" = 1'-0"			
SHEET: SHEET 4 OF 4	SIZE: B	DWG NUMBER: RES_WATSON-19 EXPN	REV: 0

Future House Plans



509 W. L.D. LOCKETT ROAD

PLOT PLAN

SCALE: 1" = 30'-0"

CERTIFIED PROFESSIONAL BUILDING DESIGNER

Grand Home Designs, Inc.

5816 Camp Bowie West, Suite E
Fort Worth, Texas 76116 817.656.0820
www.grandhomedesigns.com

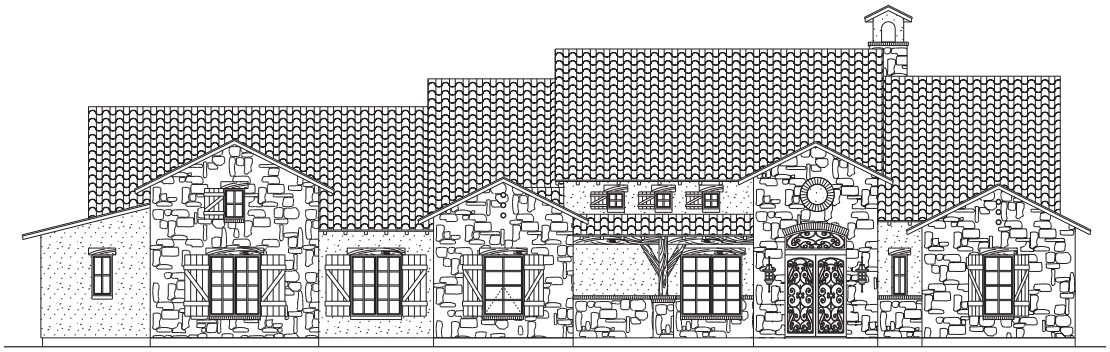
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ORIGINAL PLAN	CUSTOM
DESIGN BY	DRAWN BY
Mitch Y.	Mitch Y.
START DATE:	09/18/2017
DATE REVISED	12/17/2018
HOMEOWNER	Corey & Angela Watson
SHEET	1 OF 4

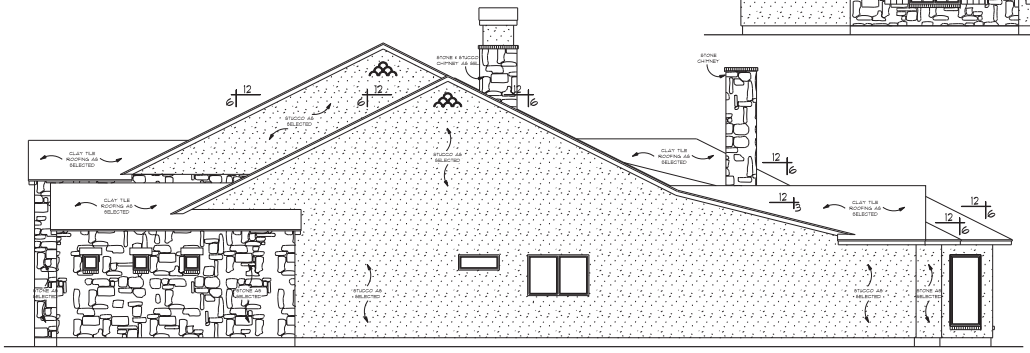
PLAN NUMBER

PRE-WATSON

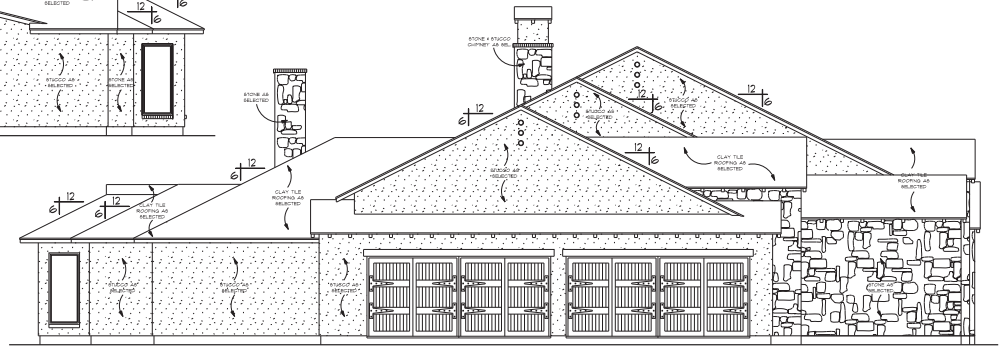
Future House Plans



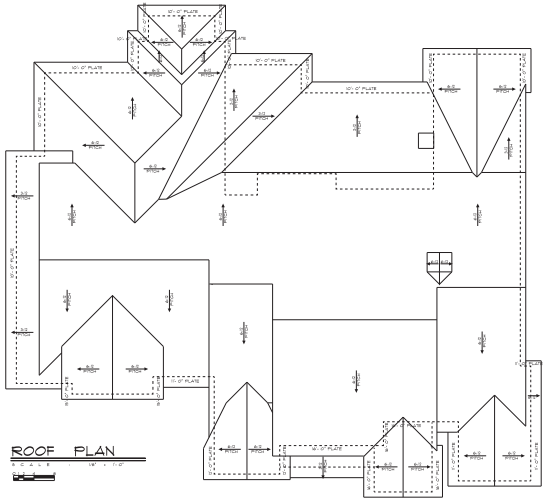
FRONT ELEVATION



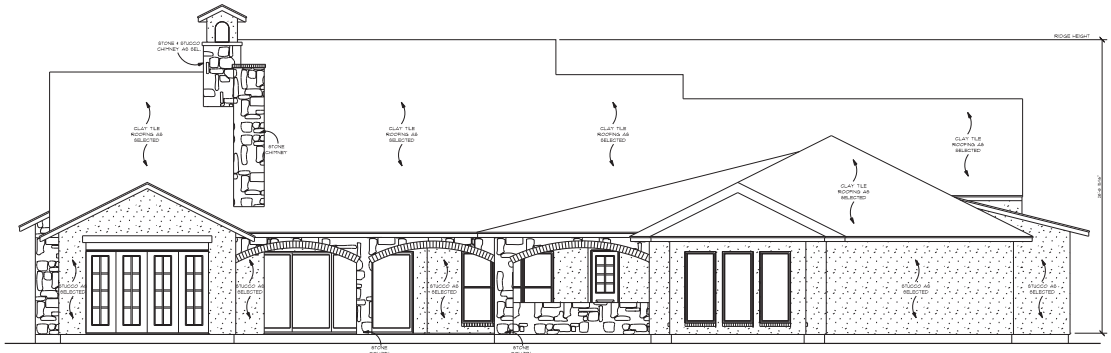
RIGHT ELEVATION



LEFT ELEVATION



ROOF PLAN



REAR ELEVATION

CERTIFIED PROFESSIONAL BUILDING DESIGNER

Grand Home Designs, Inc.

5816 Camp Bowie West, Suite E
Fort Worth, Texas 76116 817.886.0820
www.grandhomedesigns.com

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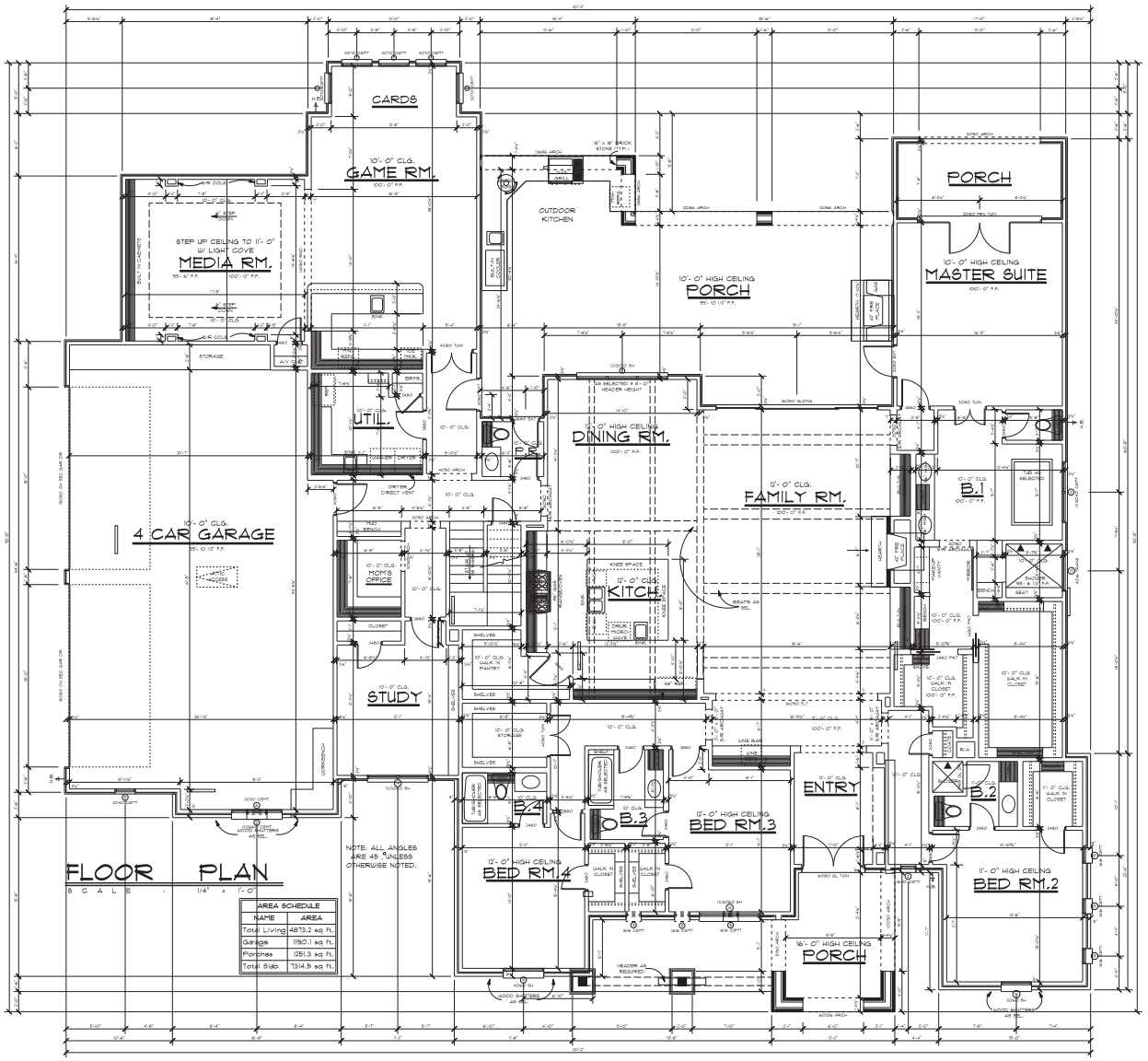
ORIGINAL PLAN	CUSTOM
DESIGN BY	DRAWN BY
Mitzi Y.	Mitzi Y.
START DATE:	09/18/2017
DATE REVISED	12/17/2018
HOMEOWNER	Corey & Angela Watson
SHEET	2 OF 4

PLAN NUMBER
PRE-WATSON

Future House Plans

WINDOW SCHEDULE						
OPENING ID	PRODUCT CODE	SIZE	COUNT	TYPE	LIBRARY NAME	HEADER POSITION
1	3070 CSMT	3'-0" x 7'-0"	5	WINDOW	GHD\Window\Casement\1 Unit	8'-0"
3	13/3070 SH	9'-0" x 7'-0"	1	WINDOW	GHD\Window\Single Hung\3 Units	8'-0"
3	12/2660 CSMT	5'-0" x 6'-0"	1	WINDOW	GHD\Window\Casement\2 Units	8'-0"
4	4060 SH	4'-0" x 6'-0"	1	WINDOW	GHD\Window\Single Hung\1 Unit	8'-0"
5	2040 CSMT	2'-0" x 4'-0"	1	WINDOW	GHD\Window\Casement\1 Unit	8'-0"
6	2030 CSMT	2'-0" x 3'-0"	1	WINDOW	GHD\Window\Casement\1 Unit	14'-6"
7	24 ROUND	24 CIRCLE	1	WINDOW	Window\Specialty	15'-0 15/32"
8	36X60 ARC TOP-MODIFIED	6020 ARCH TRAN	1	WINDOW	Window\Specialty	10'-6"
9	1616 CSMT	1'-6" x 1'-6"	3	WINDOW	GHD\Window\Casement\1 Unit	14'-0"
12	12/3040 CSMT	5'-11⅞" x 3'-11⅞"	1	WINDOW	GHD\Window\Casement\2 Units	8'-0⅛"
13	4016 TRANS	4'-0" x 1'-6"	1	WINDOW	GHD\Window\Transom	8'-0"
14	12/3060 SH	6'-0" x 6'-0"	2	WINDOW	GHD\Window\Single Hung\2 Units	8'-0"
16	3060 SH	3'-0" x 6'-0"	1	WINDOW	GHD\Window\Single Hung\1 Unit	8'-0"
19	1616 CSMT	1'-6" x 1'-6"	3	WINDOW	GHD\Window\Casement\1 Unit	8'-0"
21	1640 CSMT	1'-6" x 4'-0"	1	WINDOW	GHD\Window\Casement\1 Unit	8'-0"

DOOR SCHEDULE						
PRODUCT CODE	SIZE	HINGE	REVERSED	COUNT	TYPE	LIBRARY NAME
72X96 GLASS 2-MODIFIED	6080 FRN TWN	NLRN	NO	1	DOOR	Exterior Door\French
2680 EXT	2'-6" x 8'-0"	L	NO	1	DOOR	GHD\Door\Exterior
3080 EXT	3'-0" x 8'-0"	L	NO	1	DOOR	GHD\Door\Exterior
3080 EXT	3'-0" x 8'-0"	L	YES	1	DOOR	GHD\Door\Exterior
6080 GL TWN	6'-0" x 8'-0"	LR	NO	1	DOOR	GHD\Door\Exterior\Entry\Glass
16080 OH SEC GAR DR	16'-0" x 8'-0"	U	NO	2	GARAGE	GHD\Door\Exterior\Garage
16080 GLDNG	16'-0" x 8'-0"	NA	NA	1	COMBINED UNIT	GHD\Door\Exterior\Gliding Door Unit
2080	2'-0" x 8'-0"	L	NO	1	DOOR	GHD\Door\Interior
2480	2'-4" x 8'-0"	L	NO	7	DOOR	GHD\Door\Interior
2480	2'-4" x 8'-0"	R	NO	6	DOOR	GHD\Door\Interior
2880	2'-8" x 8'-0"	L	NO	4	DOOR	GHD\Door\Interior
2880	2'-8" x 8'-0"	R	NO	3	DOOR	GHD\Door\Interior
3080 TWIN	3'-0" x 8'-0"	LR	NO	1	DOOR	GHD\Door\Interior
3080	3'-0" x 8'-0"	L	NO	1	DOOR	GHD\Door\Interior
4080 TWIN	4'-0" x 8'-0"	LR	NO	2	DOOR	GHD\Door\Interior
2480 PKT	2'-4" x 8'-0"	N	NO	2	POCKET	GHD\Door\Interior\Pocket
2468 GL DR	2'-4" x 6'-8"	L	NO	1	DOOR	GHD\Door\Interior\Shower



AREA SCHEDULE	
NAME	AREA
Total Living	4873.2 sq. ft.
Garage	1190.1 sq. ft.
Porches	1251.3 sq. ft.
Total Bldg	7314.5 sq. ft.

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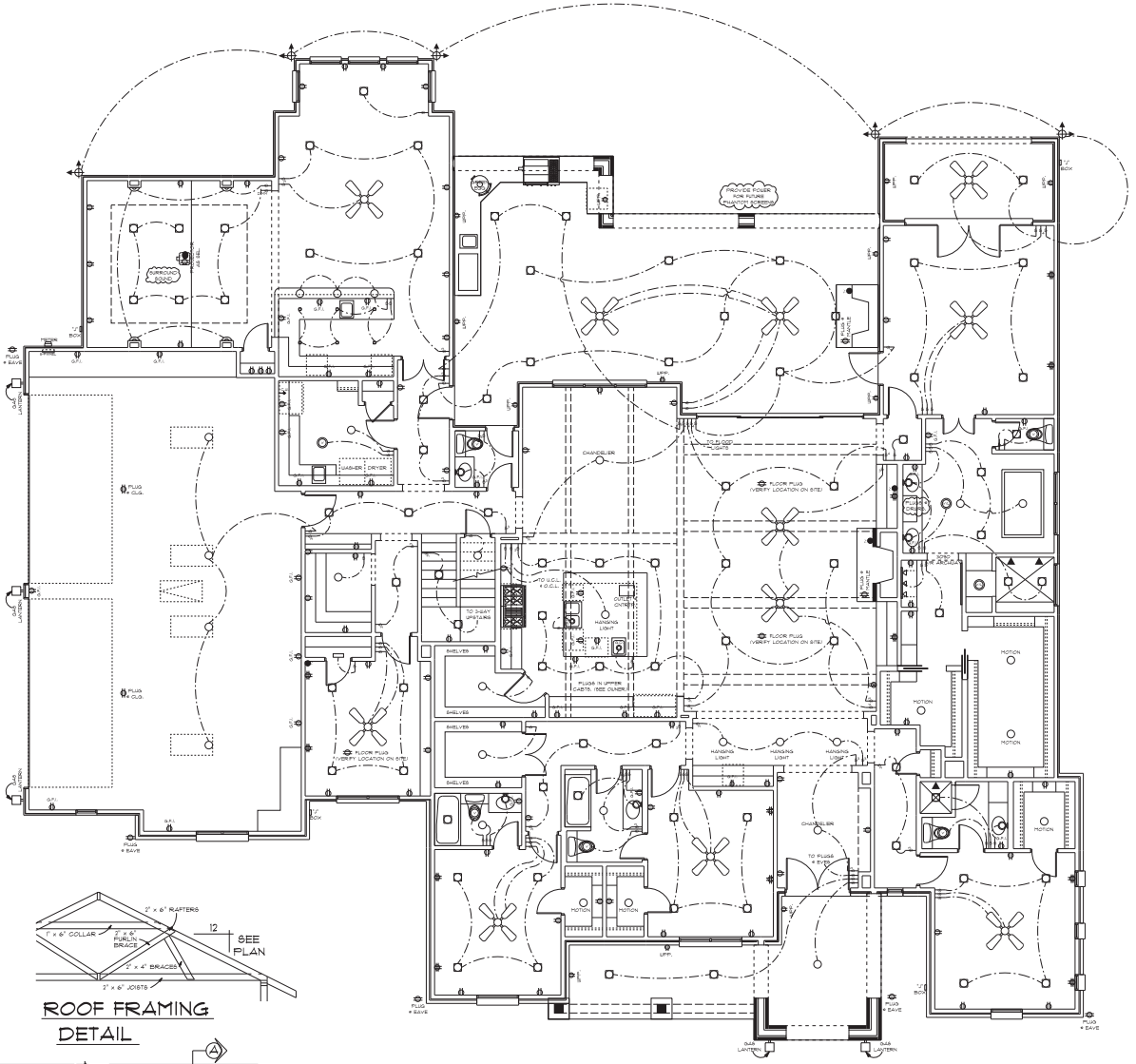
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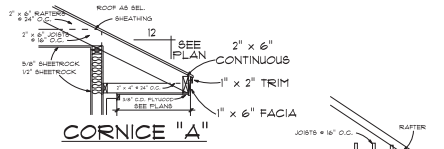
ORIGINAL PLAN: CUSTOM
DESIGN BY: Mitch Y.
DRAWN BY: Mitch Y.
START DATE: 09/18/2017
DATE REVISED: 12/17/2018
HOMEOWNER: Corey & Angela Watson
SHEET 3 OF 4

PLAN NUMBER
PRE-WATSON

Future House Plans

ELECTRICAL LEGEND	
ELECTRICAL	SYMBOL
110	
110 - WPP	WPP
3 Way Switch	
4 Way Switch	
Can Light	
Can Light-Mini	
Dimmer Switch	
Electric Lantern	ELECT. LANTERN
Flood Light	
Flourescent Light	
G.F.I.	
Garage Plug	PLUG W. CVR.
Garbage Disposal	
Light	
Plug @ Eave	PLUG @ EAVE
Quad	
Switch	
Junction Box	
Track Light	
Vent	
Vent Light	
Wall Mount	

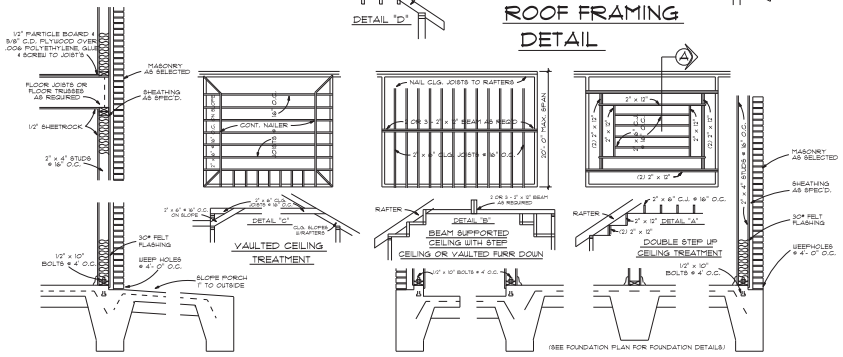




CORNICE "A"

DETAIL "D"

ROOF FRAMING DETAIL



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8816 Camp Bowie West, Suite E
Fort Worth, Texas 76116 817.656.0900
www.grandhomedesigns.com

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ORIGINAL PLAN	CUSTOM
DESIGN BY	DRAWN BY
Mitch Y.	Mitch Y.
START DATE:	09/18/2017
DATE REVISED	12/17/2018
HOMEOWNER	Corey & Angela Watson
SHEET	4 OF 4

PLAN NUMBER
PRE-WATSON


14'

12'
9'

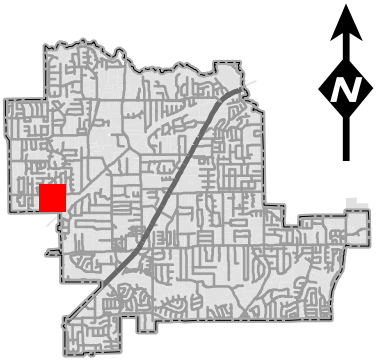
Notification Map



CITY OF COLLEYVILLE TEXAS

ZC19-017

509 W L D Lockett Rd



Subject Property

500ft Buffer

Properties within 500ft

DISCLAIMER:
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Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
BECKUM, BETTY	5601 LOWRIE RD	COLLEYVILLE, TX	76034	5601 LOWRIE RD
BIASATTI, DORIS M	5609 LOWRIE RD	COLLEYVILLE, TX	76034	5609 LOWRIE RD
BLUE HERON VENTURES LLC	PO BOX 93147	SOUTHLAKE, TX	76092	5808 QUALITY HILL RD
CATHOLIC DIOCESE OF FT WORTH	800 W LOOP 820 S	FORT WORTH, TX	76108	5700 LOWRIE RD
COOK BOATMAN LIVING TRUST	5805 BRYTON CIR	COLLEYVILLE, TX	76034	5805 BRYTON CT
DELGADO, TIMOTHY	501 W L D LOCKETT RD	COLLEYVILLE, TX	76034	501 W L D LOCKETT RD
DULANEY, NANCY	5608 LOWERIE RD	COLLEYVILLE, TX	76034	5608 LOWRIE RD
EVP REALTY LLC	1701 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	601 W L D LOCKETT RD
FERGUSON, NORMA ANN BETHUNE	5605 LOWRIE RD	COLLEYVILLE, TX	76034	5605 LOWRIE RD
FINLEY, DOUGLAS	5604 REAGAN RD	COLLEYVILLE, TX	76034	5604 REAGAN RD
FLEISCHER, LAWRENCE	609 W LD LOCKETT RD	COLLEYVILLE, TX	76034	609 W L D LOCKETT RD
GIBSON, SCOTT C	5600 REAGAN RD	COLLEYVILLE, TX	76034	5600 REAGAN RD
GRAFF, MASON R	5804 QUALITY HILL RD	COLLEYVILLE, TX	76034	5804 QUALITY HILL RD
HARRIS, JAMES M	5809 HUNTER TR	COLLEYVILLE, TX	76034	5809 HUNTER TR
HEDDEN, J MICHAEL	5601 REAGAN RD	COLLEYVILLE, TX	76034	5601 REAGAN RD
JUSTISS, LISA	5513 LOWRIE RD	COLLEYVILLE, TX	76034	5513 LOWRIE RD
KIM, JESSICA	5805 HUNTER TRL	COLLEYVILLE, TX	76034	5805 HUNTER TR
LANE, TY	5805 CR 7700	LUBBOCK, TX	79424	5817 COUNTRY WAY
LUNA, JUAN	5512 REAGAN RD	COLLEYVILLE, TX	76034	5512 REAGAN RD
MARTIN, DARREN	5812 HUNTER TRL	COLLEYVILLE, TX	76034	5812 HUNTER TR
MCCANN, R E	5604 LOWRIE RD	COLLEYVILLE, TX	76034	5604 LOWRIE RD
MCKENZIE, DAVID	605 W LD LOCKETT RD	COLLEYVILLE, TX	76034	605 W L D LOCKETT RD
MILLER, VICTOR A	5800 QUALITY HILL RD	COLLEYVILLE, TX	76034	5800 QUALITY HILL RD
MOBLEY, KENNETH	3 COUNTRY WAY	COLLEYVILLE, TX	76034	3 COUNTRY WAY
NELSON, ARNOLD E	5800 HUNTER TR	COLLEYVILLE, TX	76034	5800 HUNTER TR
PYRON, THOMAS S	5812 COUNTRY WAY	COLLEYVILLE, TX	76034	5812 COUNTRY WAY
RHUDY, JAMES	701 W L D LOCKETT RD	COLLEYVILLE, TX	76034	701 W L D LOCKETT RD
SAILER, RAYMOND	5801 QUALITY HILL RD	COLLEYVILLE, TX	76034	5801 QUALITY HILL RD
SEARLE, CHERYL W	5808 HUNTER TR	COLLEYVILLE, TX	76034	5808 HUNTER TR
SILVESTRI, MARIO	5808 COUNTRY WAY	COLLEYVILLE, TX	76034	5808 COUNTRY WAY
SOTO, DAVID M	5605 REAGAN RD	COLLEYVILLE, TX	76034	5605 REAGAN RD
TICE, VIRGINIA B	5801 HUNTER TR	COLLEYVILLE, TX	76034	5801 HUNTER TR
TOMERLIN, MARTHA	2 COUNTRY WAY	COLLEYVILLE, TX	76034	2 COUNTRY WAY
TULEY, MARK	5613 REAGAN RD	COLLEYVILLE, TX	76034	5613 REAGAN RD
WALLACE, C J	5804 HUNTER TR	COLLEYVILLE, TX	76034	5804 HUNTER TR
WATSON, CORY	509 W L D LOCKET RD	COLLEYVILLE, TX	76034	509 W L D LOCKETT RD
				401 W L D LOCKETT RD
				5600 LOWRIE RD
COVINGTON ADDITION	5751 KROGER DRIVE	KELLER, TX	76034	COURTESY NOTICE
REMINGTON PARK ADDITION	5751 KROGER DRIVE	KELLER, TX	76244	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
WATSON, CORY	509 W L D LOCKET RD	COLLEYVILLE, TX	76034	APPLICANT

Public hearing notices were mailed on October 25, 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: Tuesday, November 12, 2019 at 7:00 p.m.
City Council Meetings: Tuesday, December 3, 2019 & Tuesday, December 17, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a Special Use Permit for an Accessory Dwelling. The purpose is to remodel and expand an existing ±847 sq. ft. barn into a ±1,192 s.f. accessory dwelling for the family to reside in as a new home is constructed on the property.
Zoning Case:	ZC19-017
Applicant:	Cory Watson
Owner:	Cory Watson
Location:	509 W LD Lockett Road
Property Description:	Tract 3K & 3Y, Abstract 211, in the BBB & C RY Survey
Present Zoning:	R-40 Single Family Residential

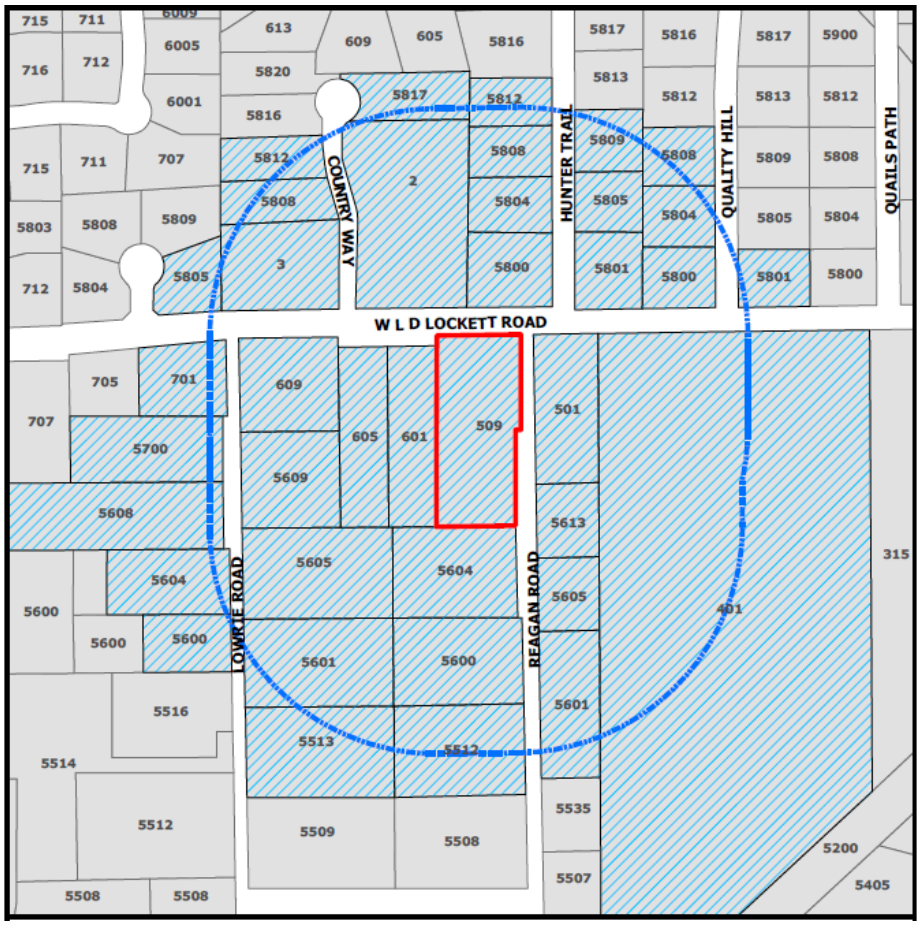
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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 76034. 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

November 11, 2019

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas

From: Lawrence & Laura Fleischer
609 W. L.D. Lockett Road
Colleyville, Texas 76034

Re: Protest of Zoning Case – ZC19-017

We are writing to protest zoning case ZC19-017.

Request:	Consideration of a Special Use Permit for an Accessory Dwelling. The purpose is to remodel and expand an existing 847 sq. ft. barn into a 1,192 s.f. accessory dwelling for the family to reside in as a new home is constructed on the property.
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Applicant:	Cory Watson
Owner:	Cory Watson
Location:	509 W LD Lockett Road
Property Description:	Tract 3K & 3Y, Abstract 211, in the BBB & C RY Survey
Present Zoning:	R-40 Single Family Residential

Our concerns are as follows:

1) **Concern # 1:**

   If Accessory Dwelling Building is allowed, it could potentially threaten/change the character of our neighborhood.

From "The Colleyville Comprehensive Plan":

The goal for Colleyville's homes and neighborhoods is to preserve the high-quality, large lot, natural setting neighborhoods while improving connections and amenities. The plan encourages enhancing neighborhood-level amenities such as pocket parks, and sidewalks and trails. It also requires new residential developments to contribute to the city's **"rural feel."**

According to the "Colleyville Comprehensive Plan", our neighborhood is located in "Northwest Colleyville – Neighborhood Area 6", which is defined as follows:

Character and Form

General character. This neighborhood encompasses the entire western sector of the city. A significant number of the large estate lots on the far western edge of the city near Precinct Line Road have been redeveloped into smaller-lot neighborhoods transitioning to lower density neighborhoods to the east. **The Northwest Neighborhood has beautiful established areas with the country character that represents what the Colleyville community wants to preserve.**

Key Current and Future Consideration for Northwest Colleyville

1. Encourage a mix of retail and professional office uses along the remaining undeveloped areas of Precinct Line Road, with the goal of expanding the city's sales tax base.
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Goals:

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Policy:

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In addition to the Colleyville Comprehensive Plan, our specific neighborhood is zoned R-40 – **Single Family Residential District**.

According to the Colleyville Development Code, Chapter 3 Land Use, Section 3.10, item B, the purpose and intent of R-40 Zoning is:

> **B: Purpose and Intent**
>
> The purpose and intent of the R-40 – Single Family Residential District is to provide for compatible land, building and structure uses primarily oriented to low density residential purposes, open space uses, and select community facility uses. The locational characteristics of this district are not confined to any specific or general area; however, they are most appropriate on the outer fringe of the more intensively urbanized parts of the community, and/or along protected flood prone areas. Land uses in this district are normally connected to an approved public or private sewage collection and treatment system, rather than individual septic tanks and subsurface drainage fields. **Low density detached single family residential dwellings and development, along with the aforedescribed uses, comprise the principal elements of the district.**

We are concerned that IF Accessory Dwelling buildings are approved in our neighborhood, they could **Lead to the loss of our neighborhoods "country character that represents what the Colleyville community wants to preserve."** We believe our neighborhood should remain a "Single Family Residential Dwelling" neighborhood.

2) **Concern # 2:**

The potential risk of the Accessory Dwelling Building being turned into a rental property, such as Air BnB.

In his application for a Special Use Permit (SUP) for an Accessory Dwelling Building, Mr. Watson states:

Rather than move out (of his existing Single Family Home), my plan is to remodel the existing barn so that my family could live there, temporarily, while my new home is constructed. This would also give added value to my property as it could "provide a guest house if needed". Our concern is that once Mr. Watsons home is built, the guest house could have the potential to become a "rental" home. After all, why would a "Guest House" be needed as Mr Watson plans to build a 5,000 sq. ft. primary residence?

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We have questions/concerns as to where the occupants of the proposed Accessory Dwelling would park?

Because of our concerns listed above, we do not believe an Accessory Dwelling Building should be approved.

Lawrence Fleischer

Laura Fleischer

609 W. L.D. Lockett Road
Colleyville, Texas 76034


Exhibit 1

November 11, 2019

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas

From: David McKenzie
605 W. L.D. Lockett Road
Colleyville, Texas 76034

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Present Zoning:	R-40 Single Family Residential

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David McKenzie



605 W. L.D. Lockett Road
Colleyville, Texas 76034

November 11, 2019

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas

From: Scott & Diana Gibson
5600 Reagan Road
Colleyville, Texas 76034

Re: Protest of Zoning Case – ZC19-017

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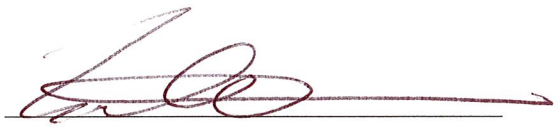
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Scott Gibson



Diana Gibson



5600 Reagan Road
Colleyville, Texas 76034

November 11, 2019

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas

From: David & Angela Soto
5605 Reagan Road
Colleyville, Texas 76034

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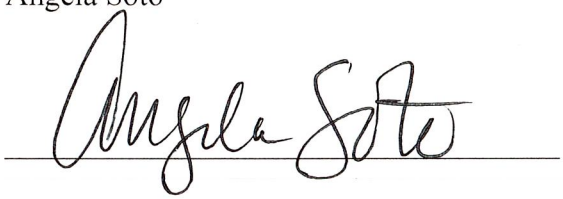
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Angela Soto



5605 Reagan Road
Colleyville, Texas 76034

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We have questions/concerns as to where the occupants of the proposed Accessory Dwelling would park?

Because of our concerns listed above, we do not believe an Accessory Dwelling Building should be approved.

Mark Tuley

Tara Tuley

5613 Reagan Road
Colleyville, Texas 76034

November 11, 2019

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas

From: Douglas & Peggy Finley
5604 Reagan Road
Colleyville, Texas 76034

Re: Protest of Zoning Case – ZC19-017

We are writing to protest zoning case ZC19-017.

Request:	Consideration of a Special Use Permit for an Accessory Dwelling. The purpose is to remodel and expand an existing 847 sq. ft. barn into a 1,192 s.f. accessory dwelling for the family to reside in as a new home is constructed on the property.
Zoning Case:	ZC19-017
Applicant:	Cory Watson
Owner:	Cory Watson
Location:	509 W LD Lockett Road
Property Description:	Tract 3K & 3Y, Abstract 211, in the BBB & C RY Survey
Present Zoning:	R-40 Single Family Residential

Our concerns are as follows:

1) **Concern # 1:**

If Accessory Dwelling Building is allowed, it could potentially threaten/change the character of our neighborhood.

From "The Colleyville Comprehensive Plan":

The goal for Colleyville's homes and neighborhoods is to preserve the high-quality, large lot, natural setting neighborhoods while improving connections and amenities. The plan encourages enhancing neighborhood-level amenities such as pocket parks, and sidewalks and trails. It also requires new residential developments to contribute to the city's **"rural feel."**

According to the "Colleyville Comprehensive Plan", our neighborhood is located in "Northwest Colleyville – Neighborhood Area 6", which is defined as follows:

Character and Form

General character. This neighborhood encompasses the entire western sector of the city. A significant number of the large estate lots on the far western edge of the city near Precinct Line Road have been redeveloped into smaller-lot neighborhoods transitioning to lower density neighborhoods to the east. **The Northwest Neighborhood has beautiful established areas with the country character that represents what the Colleyville community wants to preserve.**

Key Current and Future Consideration for Northwest Colleyville

1. Encourage a mix of retail and professional office uses along the remaining undeveloped areas of Precinct Line Road, with the goal of expanding the city's sales tax base.
2. **Protect the character and integrity of existing neighborhoods by promoting future development that is compatible with the surrounding development patterns and development character.**

Housing and Neighborhood Framework

Goals:

Preserve high quality, established neighborhoods with an emphasis on large lots and natural settings with a "Country Feel".

Policy:

Preserve neighborhood character and quality.

Neighborhoods are one of Colleyville's greatest assets, as they form the foundation for the city's reputation and quality of life. As neighborhoods age and mature, some develop a unique and enduring character while others are unable to maintain the quality of development they once had. **For this reason, the City should support neighborhood protection and preservation efforts.** Safe, well-maintained neighborhoods that have enduring character allow reinvestment and help maintain property values and residential tax base.

In addition to the Colleyville Comprehensive Plan, our specific neighborhood is zoned R-40 – **Single Family Residential District**.

According to the Colleyville Development Code, Chapter 3 Land Use, Section 3.10, item B, the purpose and intent of R-40 Zoning is:

> **B: Purpose and Intent**
>
> The purpose and intent of the R-40 – Single Family Residential District is to provide for compatible land, building and structure uses primarily oriented to low density residential purposes, open space uses, and select community facility uses. The locational characteristics of this district are not confined to any specific or general area; however, they are most appropriate on the outer fringe of the more intensively urbanized parts of the community, and/or along protected flood prone areas. Land uses in this district are normally connected to an approved public or private sewage collection and treatment system, rather than individual septic tanks and subsurface drainage fields. **Low density detached single family residential dwellings and development, along with the aforedescribed uses, comprise the principal elements of the district.**

We are concerned that IF Accessory Dwelling buildings are approved in our neighborhood, they could **Lead to the loss of our neighborhoods "country character that represents what the Colleyville community wants to preserve."** We believe our neighborhood should remain a "Single Family Residential Dwelling" neighborhood.

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The potential risk of the Accessory Dwelling Building being turned into a rental property, such as Air BnB.

In his application for a Special Use Permit (SUP) for an Accessory Dwelling Building, Mr. Watson states:

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Douglas Finley

Peggy Finley

5604 Reagan Road
Colleyville, Texas 76034

November 11, 2019

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100 Main Street
Colleyville, Texas

From: EVP Realty, LLC – Owner Peggy Finley
601 W. L.D. Lockett Road
Colleyville, Texas 76034

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4) **Concern #4**

We feel that the Proposed Accessory Dwelling is too close to our property line.

It appears that Mr. Watsons intent is to build his Accessory Dwelling practically on the property line. I have included some pictures for your review, Exhibit 2 through Exhibit 8. These were taken shortly after Mr. Watsons unpermitted construction was halted.

When I took the pictures, I also attempted to measure from the existing property fence to the exterior wall studs of the newly framed building walls. As you can see in the pictures, it appears that the accessory building's walls may be as close as 5-foot from the fence line.

I have also included Mr. Watsons Site Plan, Exhibit 9, as well as our property's current survey Exhibit 10 (completed on 05-02-19), for your review. It appears that Mr. Watson's Site Plan may contain a couple of errors.

Firstly, Mr. Watson's Site Plan appears to document that his accessory building would be constructed 6-foot 6-inches from the property line. In the enclosed pictures, it appears Mr. Watson plans to construct his Accessory Building to within 5-foot or less of the property line.

Secondly, our current property survey documents that our property's eastern length is 398.09 feet. Mr. Watson's Site Plan documents that his property's length, excluding his proposed accessory building's length, is 428-foot 5-inches.

When we chose to move to Colleyville, we didn't anticipate that we would have a neighbor dwelling practically on our property line.

5) **Concern #5**

We have questions/concerns as to where the occupants of the proposed Accessory Dwelling would park?

Because of our concerns listed above, we do not believe an Accessory Dwelling Building should be approved.

EVP Realty, LLC – Owner Peggy Finley

601 W. L.D. Lockett Road
Colleyville, Texas 76034


Exhibit 1


Exhibit 2


Exhibit 3


Exhibit 4


Exhibit 5

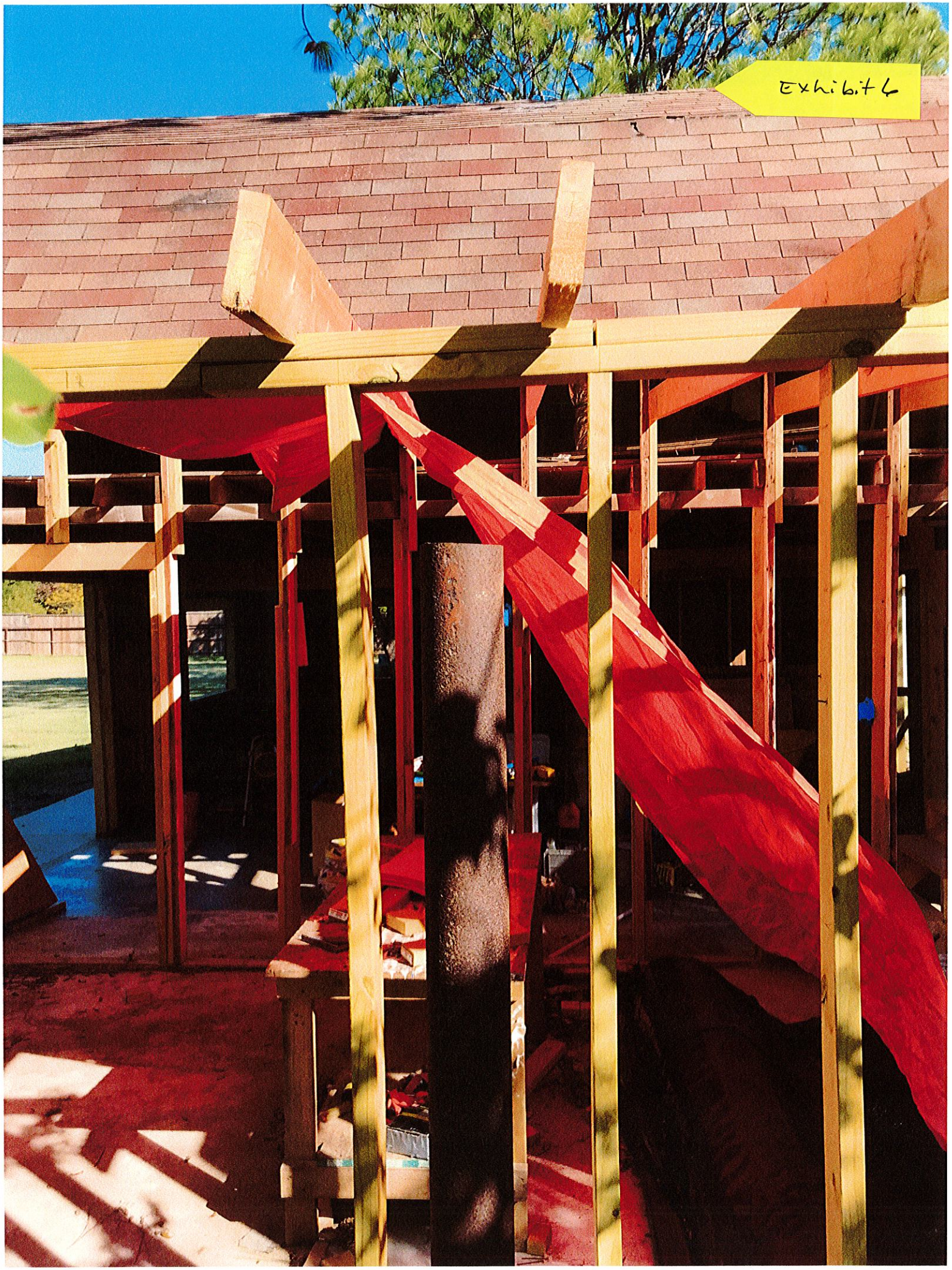
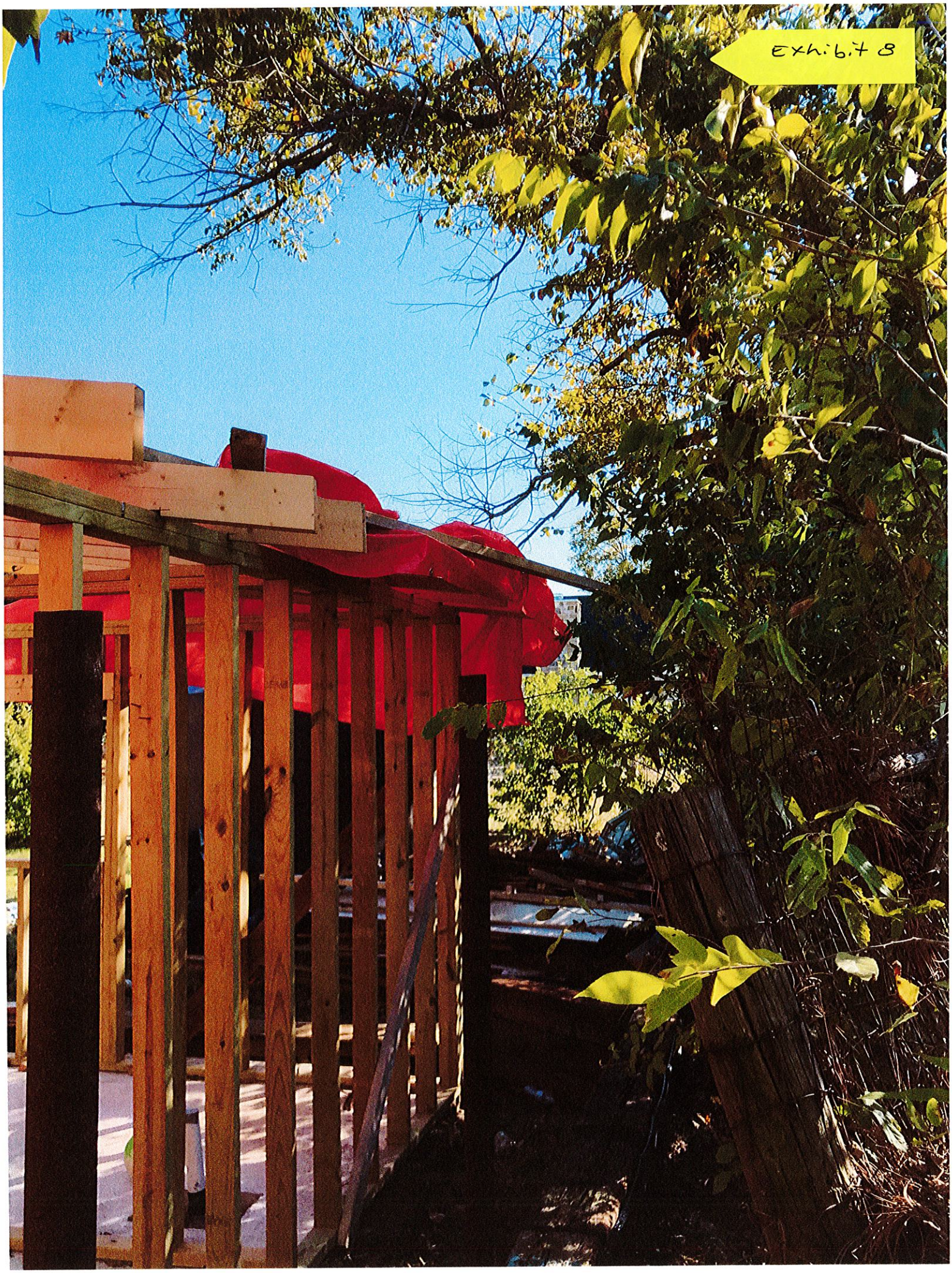

Exhibit 4

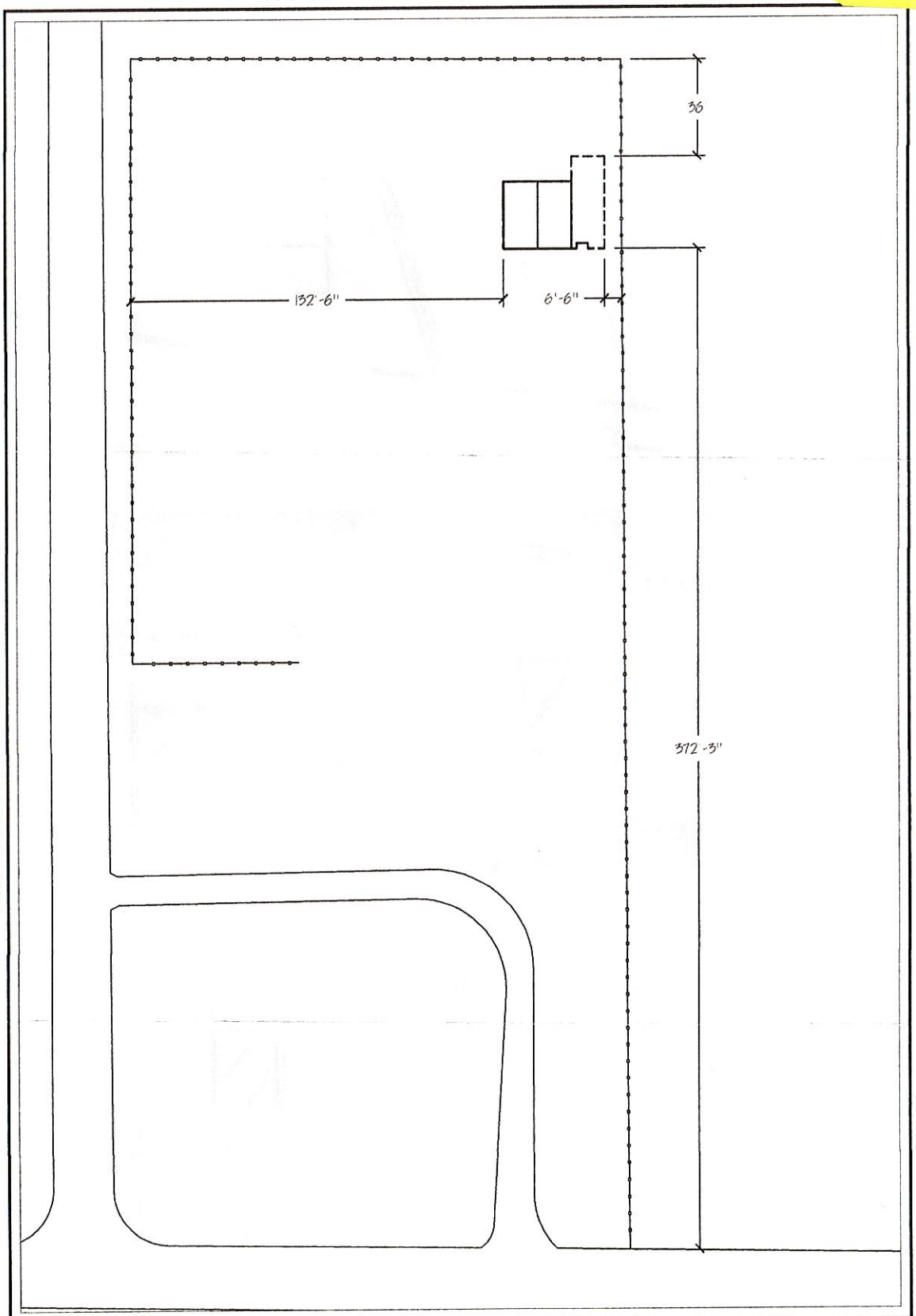

Exhibit 7


Exhibit 8

Site Plan

PRODUCED BY AN AUTODESK STUDENT VERSION

Exhibit 9



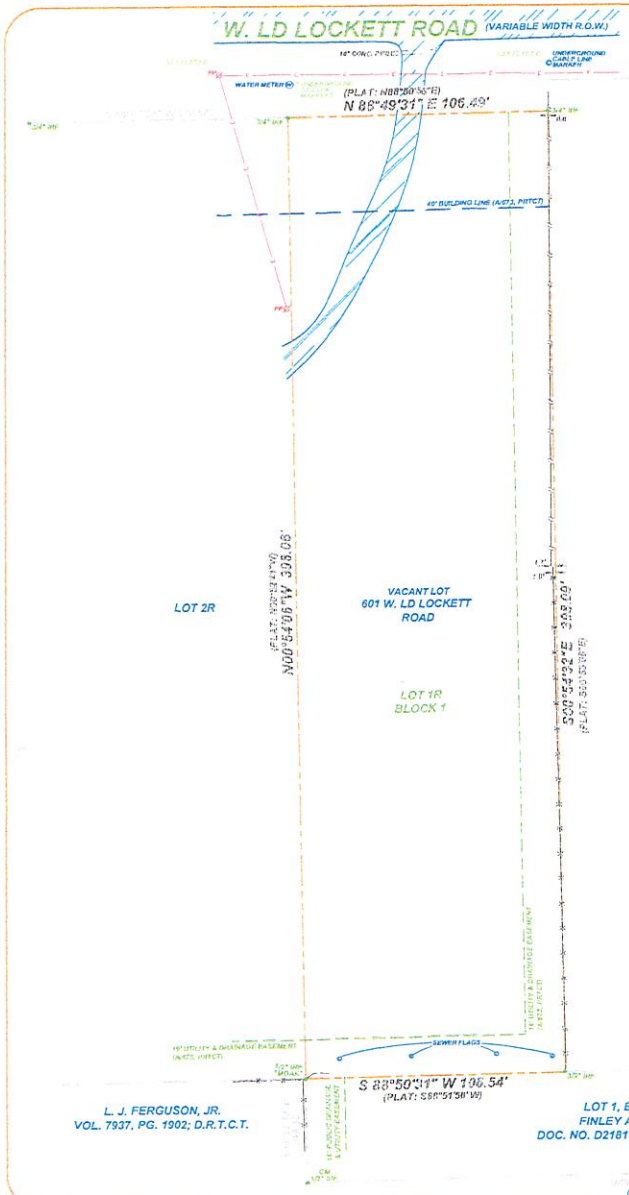
PRODUCED BY AN AUTODESK STUDENT VERSION

PRODUCED BY AN AUTODESK STUDENT VERSION

DRAWN BY: C. WATSON	DATE: 10-03-19	TITLE: WATSON RESIDENCE BARN EXPANSION	
APPROVED BY: C. WATSON	DATE: 10-03-19	PROPERTY DIMENSIONS	
SCALE: 3/16" = 1'-0"			
SHEET: SHEET 4 OF 4	SIZE: B	DWG NUMBER: RES_WATSON-19 EXPN	REV: 0

PRODUCED BY AN AUTODESK STUDENT VERSION

Exhibit 10



PROPERTY DESCRIPTION

BEING W. LD LOCKETT ROAD, LOT 1R, BLOCK 1, OF HAVILAND ADDITION, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN DENTON COUNTY CLERK'S FILE NO. 96-0114894, OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS.

SURVEYORS CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, IS CORRECT, AND TO THE BEST OF MY KNOWLEDGE THERE ARE NO VISIBLE ENCROACHMENTS, OR CONFLICTS, EXCEPTIONS OR AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OR IMPROVEMENTS AND EASEMENTS OR RIGHTS-OF-WAY THAT HAVE BEEN ADDED "IF EXCEPT AS SHOWN HEREON, SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

FLOOD STATEMENT

THE PROPERTY LOCATED FOR THIS NOT WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 48121C0045G, EFFECTIVE DATE: APRIL 18, 2011, AND/OR FLOOD INSURANCE STUDY FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48121C0045G, EFFECTIVE DATE: APRIL 18, 2011, WHICH PROPERTY LIES IN ZONE X (UNSHADED).

GENERAL NOTES

1) THE BASIS OF BEARING FOR THIS SURVEY IS NAD 1983 (2011) TEXAS NORTH CENTRAL ZONE 4202 AS ESTABLISHED USING GPS TECHNOLOGY AND OBSERVATION WITH THE COOPERATIVE NETWORK REFERENCE FRAME IS NAD83 CORS ETRS EPOCH 2002.00.
2) THERE ARE NO VISIBLE CONFLICTS OR ENCROACHMENTS, EXCEPT AS SHOWN.
3) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, AND/OR THEIR ASSIGNS. NO USE OF THIS SURVEY BY ANY OTHER PARTY SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF B & D SURVEYING, INC. ANY USE OF THIS SURVEY BY ANY OTHER PARTY SHALL BE AT THEIR SOLE RISK AND WITHOUT LIABILITY TO B & D SURVEYING, INC.
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5) ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD AFFECTING THE SUBJECT PROPERTY AS REFERENCED IN THE TITLE COMMITMENT ISSUED BY: CHICAGO TITLE INSURANCE COMPANY, GF NUMBER: 19-1904098, EFFECTIVE DATE: APRIL 10, 2019, AT 8:00 A.M. ARE SHOWN HEREON OR ARE NOT APPLICABLE TO THE SUBJECT PROPERTY.
6) THE SUBJECT PROPERTY DESCRIBED HEREON AND SHOWN HEREON HAS DIRECT ACCESS TO W. LD LOCKETT ROAD, A DEDICATED PUBLIC ROADWAY.
7) THE SUBJECT PROPERTY DESCRIBED HEREON AND SHOWN HEREON DOES NOT LIE WITHIN THE CORPORATE LIMITS OF ANY MUNICIPALITY.
8) THE SUBJECT PROPERTY DESCRIBED HEREON AND SHOWN HEREON DOES NOT LIE WITHIN THE EXTRATERRITORIAL JURISDICTION OF ANY MUNICIPALITY.
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LEGEND

CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPHALT	BARBED WIRE FENCE
WOOD	WIRE FENCE
STONE	R.R. TIE RETAINING WALL
GRAVEL	BRICK WALL
COVERED AREA	STONE WALL
CM = CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRF(S) = IRON ROD FOUND (SFT)
	FD = FOUND MON. (AS DESCRIBED)
	"BD&S" = YELLOW CAP STAMPED "BD&S"

SCALE: 1"=30'

BOUNDARY SURVEY

B & D SURVEYING, INC.
FIRM NO. 101247-00
P.O. BOX 293264
LEWISVILLE, TEXAS 75029
PHONE: 972-221-2838
bd@bandsurveying.com

STATE OF TEXAS
MICHAEL R. BOYLE
5017
REGISTERED PROFESSIONAL LAND SURVEYOR

FIELD SURVEY DATE: 4/26/2019

DATE: 05/02/2019
TECH: LA/JAV
CHECKED BY: LAM
B & D #: 1904098N
GF#: N/A



November 11, 2019

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas

From: Doris Biasatti
5609 Lowrie Road
Colleyville, Texas 76034

Re: Protest of Zoning Case – ZC19-017

We are writing to protest zoning case ZC19-017.

Request:	Consideration of a Special Use Permit for an Accessory Dwelling. The purpose is to remodel and expand an existing 847 sq. ft. barn into a 1,192 s.f. accessory dwelling for the family to reside in as a new home is constructed on the property.
Zoning Case:	ZC19-017
Applicant:	Cory Watson
Owner:	Cory Watson
Location:	509 W LD Lockett Road
Property Description:	Tract 3K & 3Y, Abstract 211, in the BBB & C RY Survey
Present Zoning:	R-40 Single Family Residential

Our concerns are as follows:

1) **Concern # 1:**

   If Accessory Dwelling Building is allowed, it could potentially threaten/change the character of our neighborhood.

From "The Colleyville Comprehensive Plan":

The goal for Colleyville's homes and neighborhoods is to preserve the high-quality, large lot, natural setting neighborhoods while improving connections and amenities. The plan encourages enhancing neighborhood-level amenities such as pocket parks, and sidewalks and trails. It also requires new residential developments to contribute to the city's **"rural feel."**

According to the "Colleyville Comprehensive Plan", our neighborhood is located in "Northwest Colleyville – Neighborhood Area 6", which is defined as follows:

Character and Form

General character. This neighborhood encompasses the entire western sector of the city. A significant number of the large estate lots on the far western edge of the city near Precinct Line Road have been redeveloped into smaller-lot neighborhoods transitioning to lower density neighborhoods to the east. **The Northwest Neighborhood has beautiful established areas with the country character that represents what the Colleyville community wants to preserve.**

Key Current and Future Consideration for Northwest Colleyville

1. Encourage a mix of retail and professional office uses along the remaining undeveloped areas of Precinct Line Road, with the goal of expanding the city's sales tax base.
2. **Protect the character and integrity of existing neighborhoods by promoting future development that is compatible with the surrounding development patterns and development character.**

Housing and Neighborhood Framework

Goals:

Preserve high quality, established neighborhoods with an emphasis on large lots and natural settings with a "Country Feel".

Policy:

Preserve neighborhood character and quality.

Neighborhoods are one of Colleyville's greatest assets, as they form the foundation for the city's reputation and quality of life. As neighborhoods age and mature, some develop a unique and enduring character while others are unable to maintain the quality of development they once had. **For this reason, the City should support neighborhood protection and preservation efforts.** Safe, well-maintained neighborhoods that have enduring character allow reinvestment and help maintain property values and residential tax base.

In addition to the Colleyville Comprehensive Plan, our specific neighborhood is zoned R-40 – **Single Family Residential District**.

According to the Colleyville Development Code, Chapter 3 Land Use, Section 3.10, item B, the purpose and intent of R-40 Zoning is:

> **B: Purpose and Intent**
>
> The purpose and intent of the R-40 – Single Family Residential District is to provide for compatible land, building and structure uses primarily oriented to low density residential purposes, open space uses, and select community facility uses. The locational characteristics of this district are not confined to any specific or general area; however, they are most appropriate on the outer fringe of the more intensively urbanized parts of the community, and/or along protected flood prone areas. Land uses in this district are normally connected to an approved public or private sewage collection and treatment system, rather than individual septic tanks and subsurface drainage fields. **Low density detached single family residential dwellings and development, along with the aforedescribed uses, comprise the principal elements of the district.**

We are concerned that IF Accessory Dwelling buildings are approved in our neighborhood, they could **Lead to the loss of our neighborhoods "country character that represents what the Colleyville community wants to preserve."** We believe our neighborhood should remain a "Single Family Residential Dwelling" neighborhood.

2) **Concern # 2:**

The potential risk of the Accessory Dwelling Building being turned into a rental property, such as Air BnB.

In his application for a Special Use Permit (SUP) for an Accessory Dwelling Building, Mr. Watson states:

Rather than move out (of his existing Single Family Home), my plan is to remodel the existing barn so that my family could live there, temporarily, while my new home is constructed. This would also give added value to my property as it could "provide a guest house if needed". Our concern is that once Mr. Watsons home is built, the guest house could have the potential to become a "rental" home. After all, why would a "Guest House" be needed as Mr Watson plans to build a 5,000 sq. ft. primary residence?

From an article in Realtor Magazine regarding Air BnB:

"Individuals are now purchasing single-family or multifamily units to turn them into Short Term Rentals – STRs - creating a business - to the considerable detriment of their neighbors. Some short-term renters turn these locations into party houses, creating noise, traffic, and a public nuisance."

3) **Concern #3**

We feel that the Proposed Accessory Dwelling may be a source of increased noise for the properties closest to the proposed Accessory Dwelling.

Mr. Watson's Primary Residence is currently located about 300-feet from the rear of his property line. Even at that distance, Mr. Watson has shown a lack of respect for his fellow neighbors by frequently "living loud". Neighbors have complained about the occasional high noise levels and on at least one (1) occasion, that we are aware of, police have been called for a noise complaint. His proposed Accessory Dwelling would be located at the rear of his building, (See Exhibit 1), moving the potential increased noise levels much closer to many more neighbors within the immediate neighborhood.

4) **Concern #4**

We have questions/concerns as to where the occupants of the proposed Accessory Dwelling would park?

Because of our concerns listed above, we do not believe an Accessory Dwelling Building should be approved.

Doris Biasatti

Doris Biasatti Dent

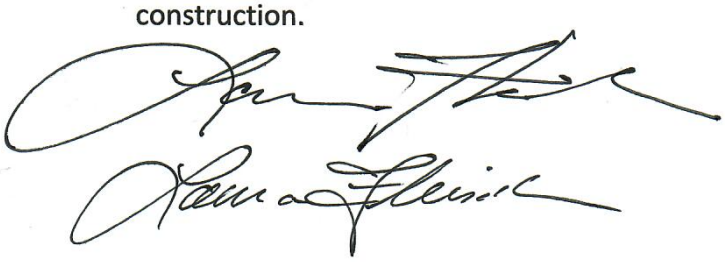
5609 Lowrie Road
Colleyville, Texas 76034

Lawrence & Laura Fleischer
609 W. L. D. Lockett Road
Colleyville, TX 76034

City Of Colleyville Zoning & Planning

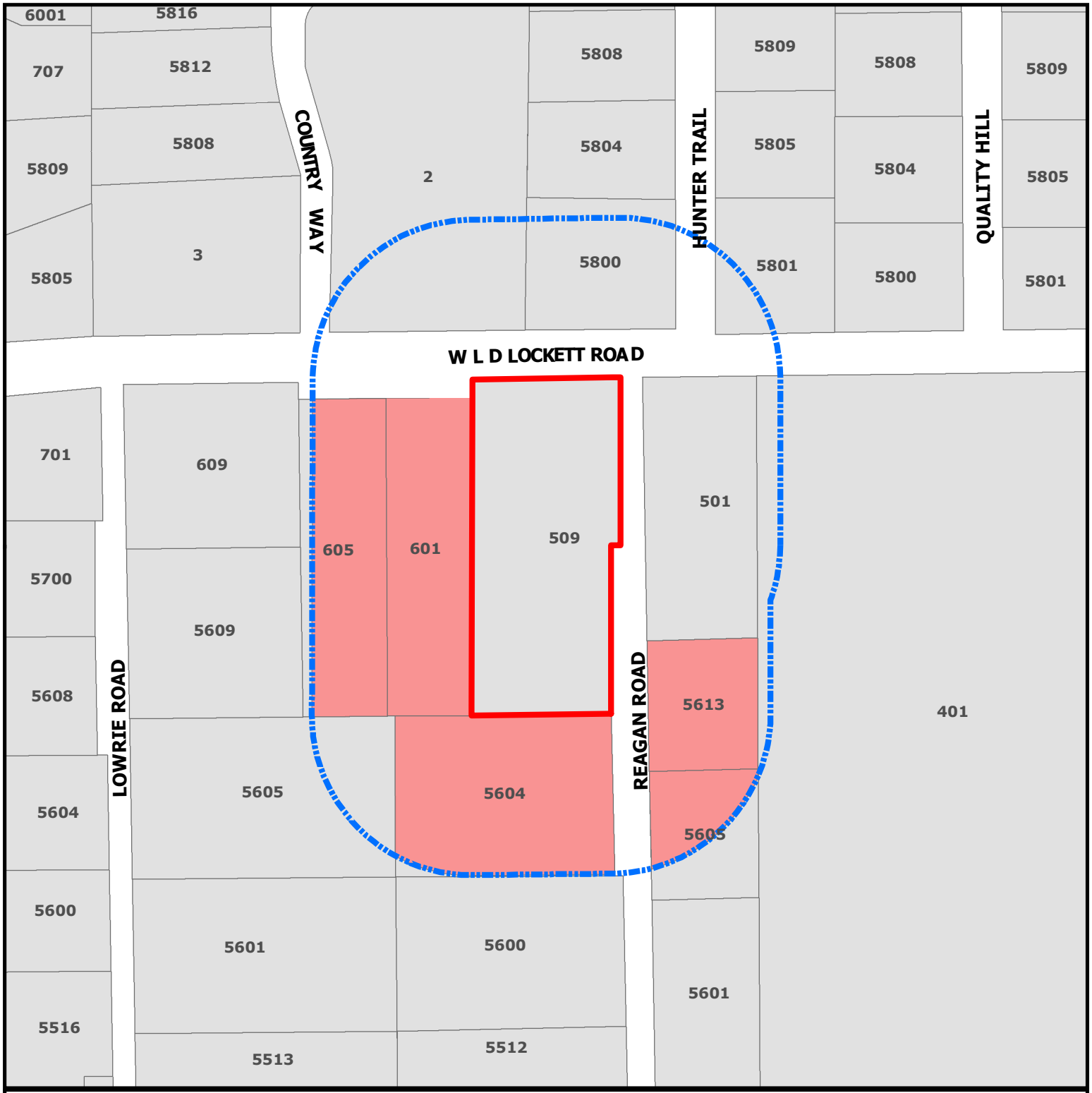
To whom it may concern:

Upon reviewing the City Council meeting video and speaking with the owners of 509 L. D. Lockett, we are satisfied that the proposed building modification and future building will be acceptable and within the City of Colleyville regulations and rescind our original objection. Thank you for taking your time to review the situation and allow the neighborhood to become educated and aquatinted with the new owners and proposed construction.



Lawrence & Laura Fleischer

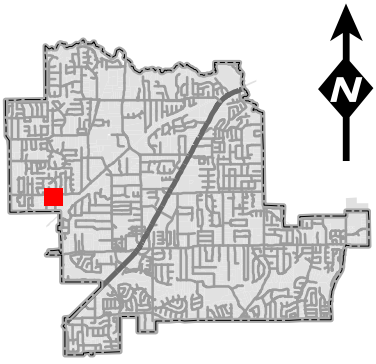
Opposition Map



CITY OF COLLEYVILLE TEXAS

ZC19-017

509 W L D Lockett 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.

200ft Buffer

Subject Property

Opposing

List of Opposing Properties

Situs Address	Owner's Name	Percentage of Area
5604 REAGAN RD	FINLEY, DOUGLAS	14.66%
601 W L D LOCKETT RD	EVP REALTY LLC	11.60%
605 W L D LOCKETT RD	MCKENZIE, DAVID	10.11%
5613 REAGAN RD	TULEY, MARK	6.10%
5605 REAGAN RD	SOTO, DAVID M	3.11%

Address Count	**5**	**Total Percentage**	**45.58%**

ORDINANCE O-19-2105

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 1.68 ACRES, BEING TRACTS 3K & 3Y, ABSTRACT 211, IN THE BBB & C RY SURVEY, LOCATED AT 509 L.D. LOCKETT ROAD, BY AUTHORIZING A SPECIAL USE PERMIT FOR AN ACCESSORY DWELLLING; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for an accessory dwelling under Case No. ZC19-017; and

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

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

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

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

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

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for an accessory dwelling on the lot on 1.68 acres, being Tracts 3K & 3Y, Abstract 211, in the BBB & C RY Survey, located at 509 W. L.D. Lockett Road, as depicted on the attached as Exhibit "A".

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall apply to the renovation of an existing barn converted to an accessory dwelling.

b. The accessory dwelling shall be generally consistent with the, site plan and building elevations as depicted on the attached Exhibits "B" and "C".

c. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of December 2019.

The second reading and public hearing being conducted on the 17th day of December 2019.

PASSED AND APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 17th DAY OF DECEMBER 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:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

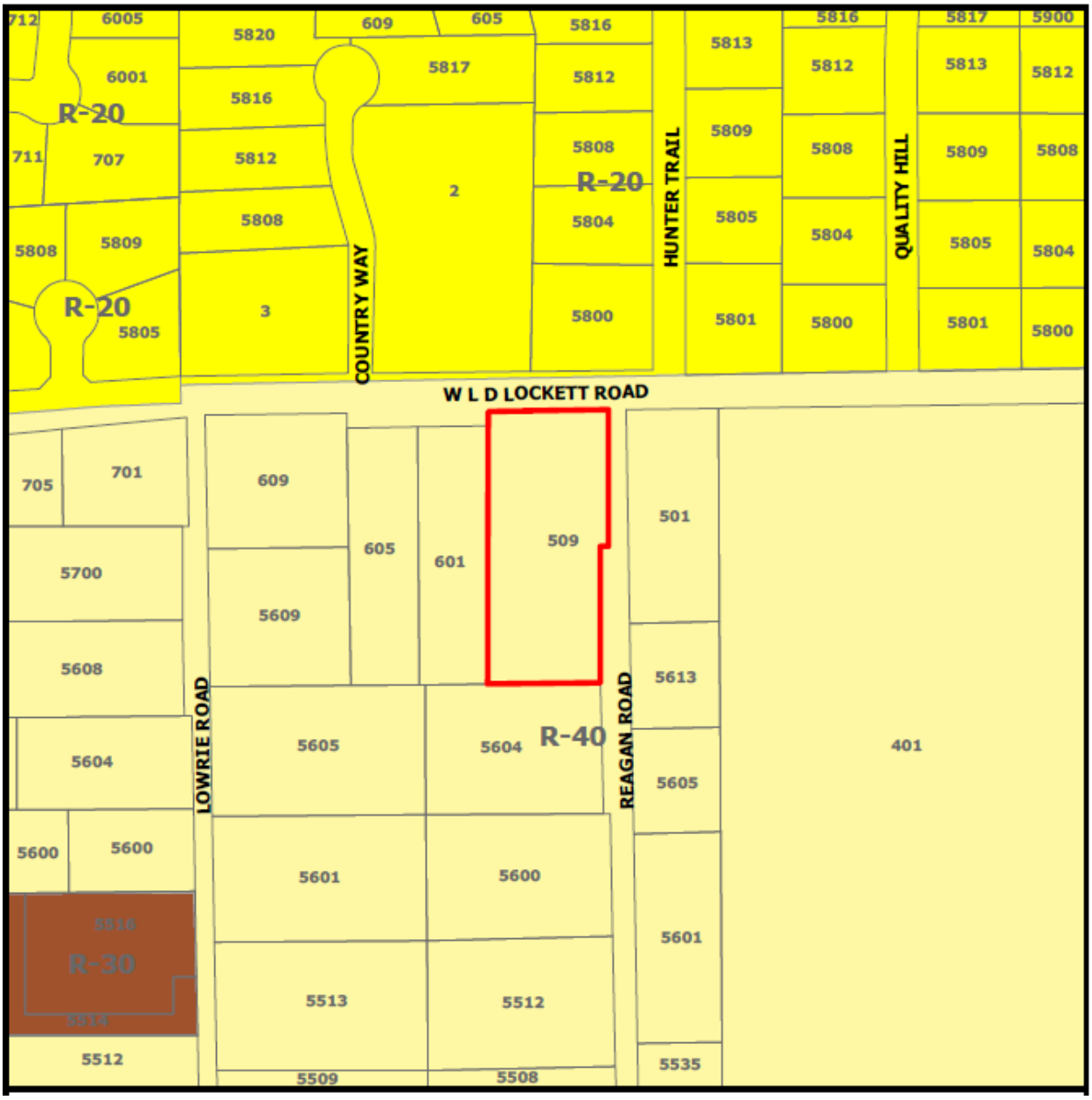
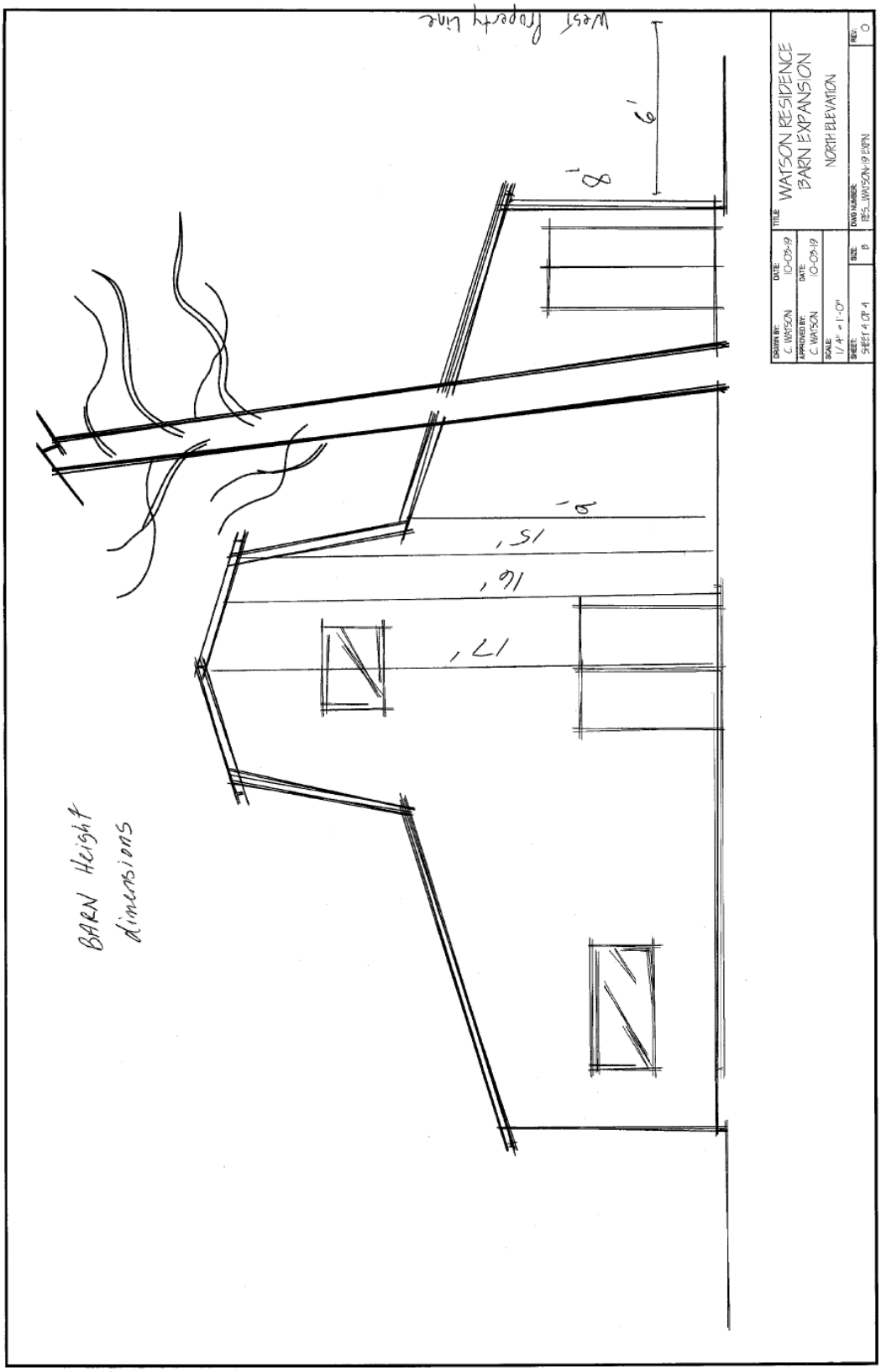
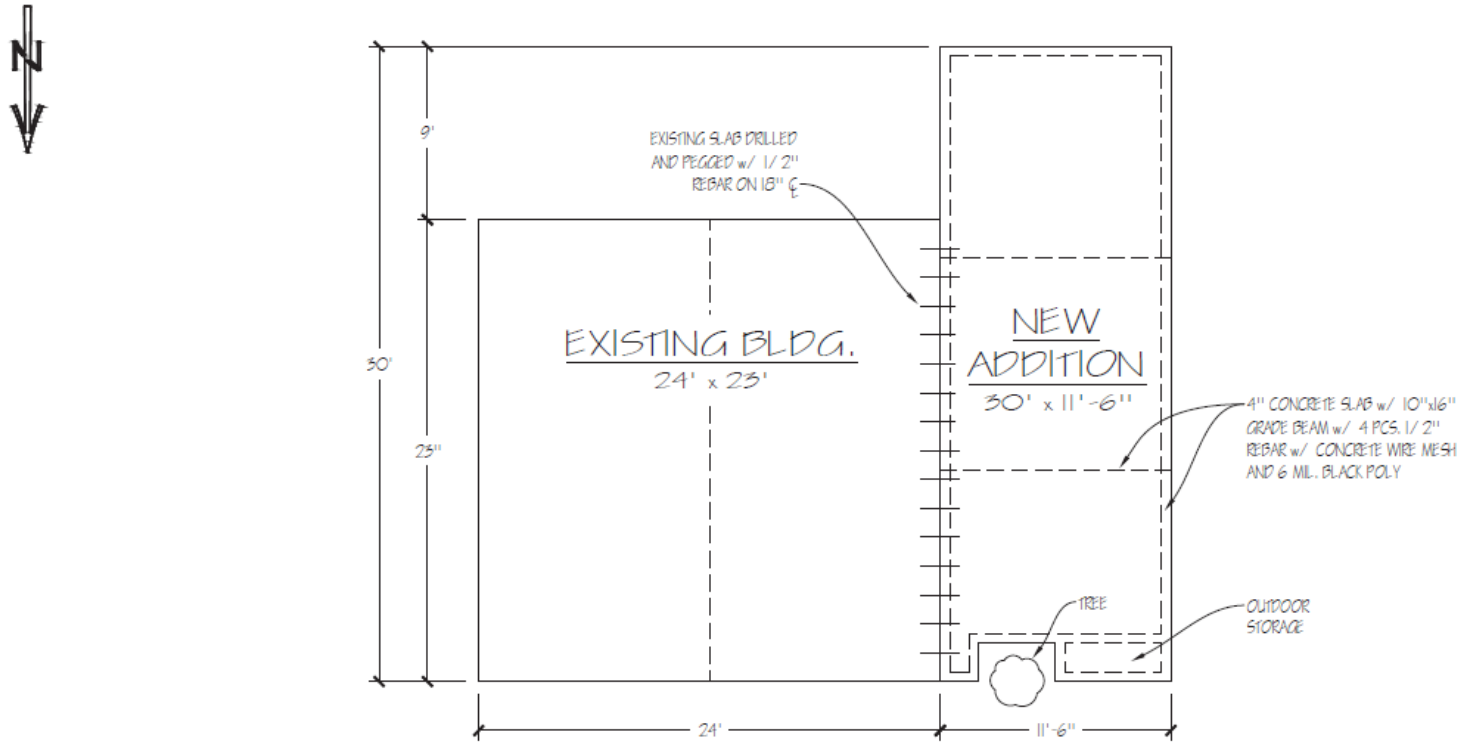


Exhibit "B" – Site Plan



Exhibit "C" – Elevations & Floor Plan





DRAWN BY: C. WATSON	DATE: 10-03-19	TITLE: WATSON RESIDENCE BARN EXPANSION	
APPROVED BY: C. WATSON	DATE: 10-03-19	FOUNDATION DETAILS	
SCALE: 3/16" = 1'-0"			
SHEET: SHEET 1 OF 2	SIZE: B	DWG NUMBER: RES_WATSON-19 EXTN	REV: 0

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 5c **Agenda Date** 12/3/2019 **Number** Ordinance O-19-2106
Type Ordinance
Department Finance

Title
An ordinance amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority

Strategic Plan
2.1 Provide responsive, efficient city services
2.4 Demonstrate stewardship of public resources

Explanation
First Reading and Public Hearing

On November 15, 2016, the City Council approved Ordinance O-16-1996, implementing the recommendations of the Water and Wastewater Rate Advisory Committee. This ordinance established a new rate structure in which City operating costs are recovered through base rates and volumetric rates are set to pass through the costs charged by the Trinity River Authority (TRA).

The base and volumetric rates are reviewed and updated on an annual basis. The new base rates are reflected in the bills sent out in October to coincide with the City's fiscal year, while the new volumetric rates are reflected in the bills sent out in January to coincide with TRA's rate change.

This agenda item provides for formal consideration and approval to amend Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, to reflect the proposed new pass through rates to be in effect starting with the January billing for December's usage as follows:

> **Water Rates:** Staff recommends consideration of raising the current water volumetric rate from $4.14 to $4.32
>
> **Wastewater Rates:** Staff recommends consideration of raising the current wastewater volumetric rate from $3.11 to $3.12

Adoption of this ordinance will provide the revenue to recover the costs from TRA.

Financial Impact
Adoption of this ordinance will provide the revenue to recover the costs from TRA.

Recommendation
Approve

Attachments
1. Ordinance O-19-2106

ORDINANCE O-19-2106

AMENDING SECTION 3 – SERVICE CHARGES OF THE WATER AND SEWER POLICY AND PROCEDURE MANUAL OF THE CITY OF COLLEYVILLE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, water and wastewater base rates are set to recover the City's annual operating costs for the utility system; and

WHEREAS, the Fiscal Year 2020 Utility Fund operating budget has been proposed and the required base rates to fund said budget have been calculated; and

WHEREAS, the City Council desires to maintain base rates in total by lowering the water base rate, lowering the wastewater base rate, and increasing the base rate for funding of utility capital projects.

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

Sec. 1. THAT Section 3 – Service Charges of the Water and Sewer Policy and Procedure Manual of Colleyville, Texas, which is "Appendix A" of the Colleyville Code be replaced in its entirety to read as follows:

Sec. A. - Water rates.

The following base and volumetric charges shall apply to residential and non-residential water customers. Base charges for out-of-city customers shall be $4.00 higher than the charge for in-city customers.

Base charge per month for in-city customers:	
Water meters 1 inch or less	$13.46
Water meters of 1.5 inches	$26.92
Water meters of 2 inches	$43.07
Water meters of 3 inches	$80.75

Water meters of 4 inches	$134.59
Base charge per month for out-of-city customers:	
Water meters 1 inch or less	$17.46
Water meters of 1.5 inches	$30.92
Water meters of 2 inches	$47.07
Water meters of 3 inches	$84.75
Water meters of 4 inches	$138.59
Volumetric charge per 1,000 gallons	$4.32

Rates for fire hydrant meters:

The use of fire hydrant meters shall only be allowed within the Colleyville city limits. The use of the fire hydrant meters shall be limited to a period of no more than 90 cumulative calendar days. Under special conditions, a customer may submit a written request to the public works department for use of a fire hydrant meter for a period longer than 90 cumulative calendar days, subject to public works director approval. In considering special condition(s), the public works director shall not consider requests which are necessary to relieve a self-created or personal hardship, failure of performance by a contractor, nor for financial reasons. In considering the customer request, the public works director shall solicit the recommendation of the fire chief and fire marshal in consideration of the request. Further, the public works director shall consider alternative means available to the customer. If special condition(s) are approved by the public works director, in no case shall the meter be used for more than an additional 30 calendar days. The public works director may provide a written ruling within 15 working days of receipt of the customer's written request.

In the event a request for special condition(s) is denied by the public works director, customer shall, within 14 calendar days, make written appeal to the city manager of the public works director's decision. The city manager shall render a written decision within 30 working days of receipt of the customer's appeal. Such decision by the city manager shall be final and not appealable to the city council.

For purposes of this section, written communication shall be considered communication, which is deposited with the United States Postal Service for delivery.

The user must submit in writing, the location of where the meter will be used and such meter shall be used exclusively at the location on record with the city. For purposes of this section, the use of a meter shall be allowed cumulatively for only one location within an individual subdivision and/or development.

For a period of 90 cumulative calendar days after a meter is returned and read by the city, a user shall not be permitted to check out another meter for use at the same designated location, as defined herein.

The monthly base charge for a fire hydrant meter shall be $50.00. Water usage for a fire hydrant meter shall be charged at a rate of $4.32 per 1,000 gallons of water used.

The customer shall be in possession of and responsible for the meter. The customer will be responsible for bringing the meter to the public works service center by the 20th of each month for reading. The customer is required to use a proper fire hydrant wrench for operation of the fire hydrant. The customer shall be responsible for any damage and repair, as reasonably determined by the city, to the fire hydrant or the fire hydrant meter by the use of a temporary water meter.

The customer will be required to provide for any backflow device necessary to meet the current city ordinance for protection of the city's drinking water supply.

The City of Colleyville, Tarrant County, and Texas Department of Transportation (TxDOT) shall be exempt from the provisions of this policy.

Sec. B. - Sewer rates.

This schedule of rates per month or fraction thereof shall be the basis for determining charges to all customers for rendering sanitary sewage service, where the sewage produced by such customer is a normal strength wastewater (170 mg/l BOD and 260 mg/l suspended solids) and where such customer is located within the City of Colleyville. The base charge for non-residential customers shall be $6.00 higher than the charge for residential customers.

A base charge per month shall be charged as follows:	
Residential customers	$10.37
Non-residential customers	$16.37

A monthly sewer volume charge shall also be charged to all customers as set forth hereinafter. The sewer volume charge for residential customers will be based upon the individual customer's average monthly water use during the months of December, January and February. Where no preceding winter quarter average is available from records, a volume of 9,000 gallons shall be used for this volume charge.

The monthly sewer volume charges to commercial and industrial class customers will be based on total water use each month as measured by appropriate meters, with the provision that if a customer can show to the satisfaction of the public works director that a significant portion of the metered water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the director of public works.

Volumetric rate per 1,000 gallons:	$3.12

Sec. C. – Capital Projects rates.

The following base charges shall apply to residential and non-residential customers to provide funding for utility capital projects necessary to maintain the utility system:

Base charge per month for in-city and out-of-city customers:	
Water meters 1 inch or less	$2.72
Water meters of 1.5 inches	$5.03
Water meters of 2 inches	$7.81

Water meters of 3 inches	$14.29
Water meters of 4 inches	$23.54

Sec. D. – Billing; delinquent penalty.

All charges for services furnished or rendered by the City of Colleyville Utility Department are due and payable on the date bill is received. If payment is not received within sixteen days of the billing date a (10%) penalty will be imposed for failure to pay by the due date of the bill.

In the event the meter is not delivered to the city for reading, a penalty fee would be imposed as follows:

$100.00	1st missed reading
$200.00	2nd missed reading
$300.00	3rd missed reading

After the third missed reading, the security deposit will be forfeited and the City of Colleyville will revoke the use of the fire hydrant meter.

Sec. E. – Discontinuance of service, notice; reconnection fee.

1. In the event that any month's charges remain delinquent and unpaid at the time of a subsequent billing's due date, the user or customer shall receive a cut-off notice which will be mailed no later than two working days after the subsequent billing's due date. Services will be disconnected if any arrearages over 30 days are not paid within six working days of the cut-off notice. Where service has been discontinued for failure to pay for service rendered, a charge of $25.00 shall be made for each meter disconnected before said service shall be restored. In the event the customer requests reconnection at hours other than 8:00 a.m. to 4:30 p.m., said reconnect fee shall be increased to $75.00.

Sec. 2. THAT the effective date of this ordinance shall be for the bills sent out starting January 1, 2020.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of December 2019.

The second reading and public hearing being conducted on the 17th day of December 2019.

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

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6a **Agenda Date** 12/3/2019 **Number** Ordinance O-19-2101
Type Ordinance
Department Community Development

Title
Presentation and discussion of a Special Use Permit for a Fence to extend into the required street side yard on Lot 2, Block 1, of the Hodgkiss Place II Addition, located at 2608 Highland Meadow Drive, Case ZC19-013

Strategic Plan
4.1 Protect Colleyville's semi-rural residential character

Explanation
UPDATE

The applicant's father was present at the second reading and answered questions regarding the request. The item was tabled from the November 19, 2019 City Council meeting.

Second Reading and Public Hearing

The applicant was present and answered questions regarding the fence. The applicant has submitted a revised site exhibit showing the proposed location of the fence per the recommendation of the Planning & Zoning Commission. The fence would be 20.5 feet from the curb for Pool Road.

First Reading and Public Hearing

Jacob and Skyler Stone, the applicants, have submitted a request for a Special Use Permit (SUP) for an 8 foot cedar privacy fence along the property line and within the street side yard located on Lot 2, Block 1, of the Hodgkiss Place II Addition, being approximately 0.51 acres, and zoned R-20 Single Family Residential district.

Existing Conditions/Background: The subject property, 2608 Highland Meadow Drive, has R-20 zoning and is located on the west side of Pool Road at the intersection of Highland Meadow Drive and Pool Road. The subject property has a single family residence.

SUP Request:

Request – The applicant is requesting approval of an SUP to allow for an 8 foot cedar fence to be located on the corner street side property line and within the street side yard of the property. The permit was submitted just before the last amendments to the

fence regulations.

Ordinance – Section 3.26 Fences, Free Standing Walls, and Screening Materials Regulations of the Land Development Code establishes the maximum size and location of fencing to be permitted by staff on a residential lot:

"*E.* Fence and Free-Standing Wall Setback Requirement:

> 2. A privacy fence or wall (which shall be defined as any fence or wall greater than thirty inches (30") in height that is greater than 25 percent opaque construction) within a required street side yard shall be subject to whichever of the following provisions a) through d) shall yield the greatest setback:

a. If the subject lot has a street side yard which faces a dwelling front or lot front across the side street…, the side yard privacy fence or wall shall be located not less than two-thirds of the required front setback from the side property line (e.g. 2/3 of the required 30 foot front yard setback for the R-20 district, which is 20 feet), except on any lot having either a required side yard less than fifteen (15') feet or an existing primary structure setback less than fifteen (15') feet, then the fence or wall may be constructed with the same setback as the primary structure; or

b. If the subject lot backs to the rear of another residential lot, the side yard privacy fence or wall shall be located not less than two-thirds of the required front setback from the side property line (e.g. 2/3 of the required 30 foot front yard setback for the R-20 district, which is 20 feet); or

c. If the subject lot backs to the side of another residential lot, the side yard privacy fence or wall shall be located not closer to the side property line than the required front setback of the adjoining lot; or

d. If the subject lot backs to an alley, the side yard privacy fence or wall shall be located not closer than two-thirds (2/3) of the required front setback from the side property line (e.g. 2/3 of the required 30 foot front yard setback for the R-20 district, which is 20 feet).

Regulation "c" above applies in this case requiring a 30 foot setback. The applicant proposes to locate an 8 foot cedar fence on the property line and within the street side yard on the street side of the property.

> *Special Use Permit Provision: Any request for a building permit for a fence/wall which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.*

Analysis: Any request for a residential fence which differs from the Land Development

Code shall only be authorized after approval of a Special Use Permit by the City Council. The applicant is proposing the fence for privacy and security from Pool Road, which is designated as a minor arterial roadway.

Surrounding Development: The properties to the south and west are zoned R-20 zoning and contain residential development. The property to the north is zoned AG and contains a single-family residential development. The properties to the east are located in the City of Grapevine and also contain single-family residential development.

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, two (2) letters of opposition have been received.

Staff Recommendation: Staff recommends denial of the requested SUP for an 8 foot cedar fence to be located on the property line on the street side of the property as it does not meet the requirements of the Land Development Code.

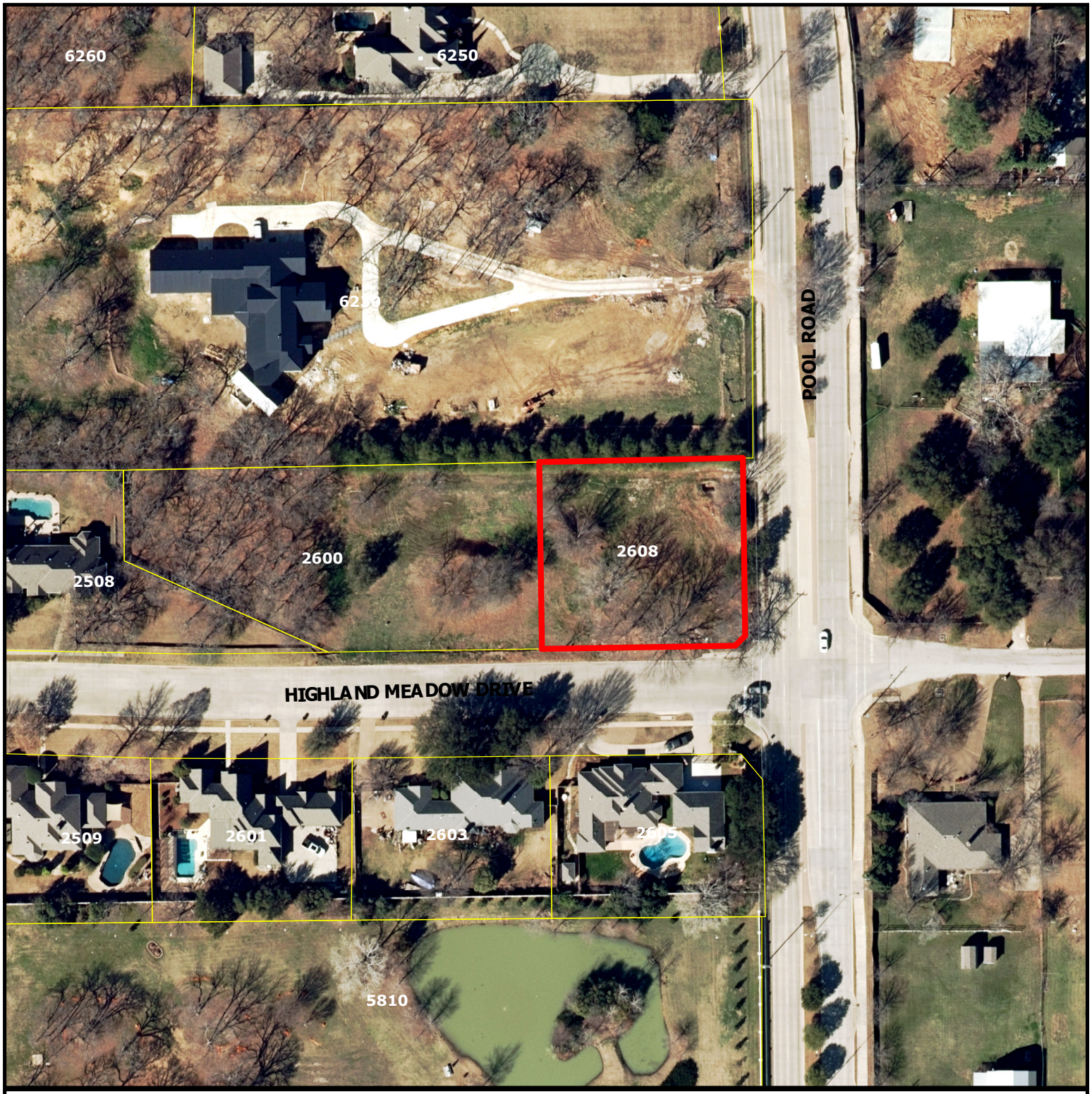
Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request with a 5-foot setback requirement from the side street property line at their October 14, 2019 meeting by a vote of 4-1.

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

Recommendation
Denial

Attachments
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Floor Plan
7. Site Plan - Revised
8. Photos Provided by Applicant
9. Additional Photo
10. Notification Map
11. Notification List
12. Property Owner Notification Letter
13. Letters of Opposition
14. Ordinance O-19-2101

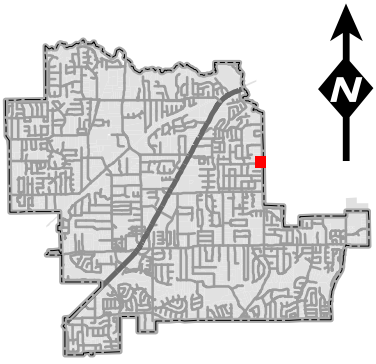
Aerial Map



CITY OF COLLEYVILLE TEXAS

ZC19-013

2608 Highland Meadow Drive



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Subject Property

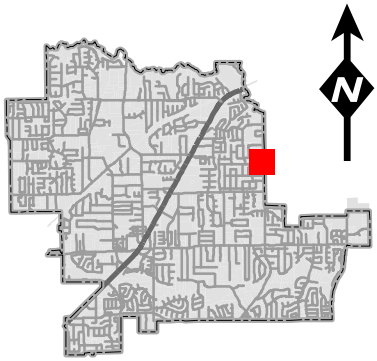
Zoning Map



CITY OF COLLEYVILLE TEXAS

ZC19-013

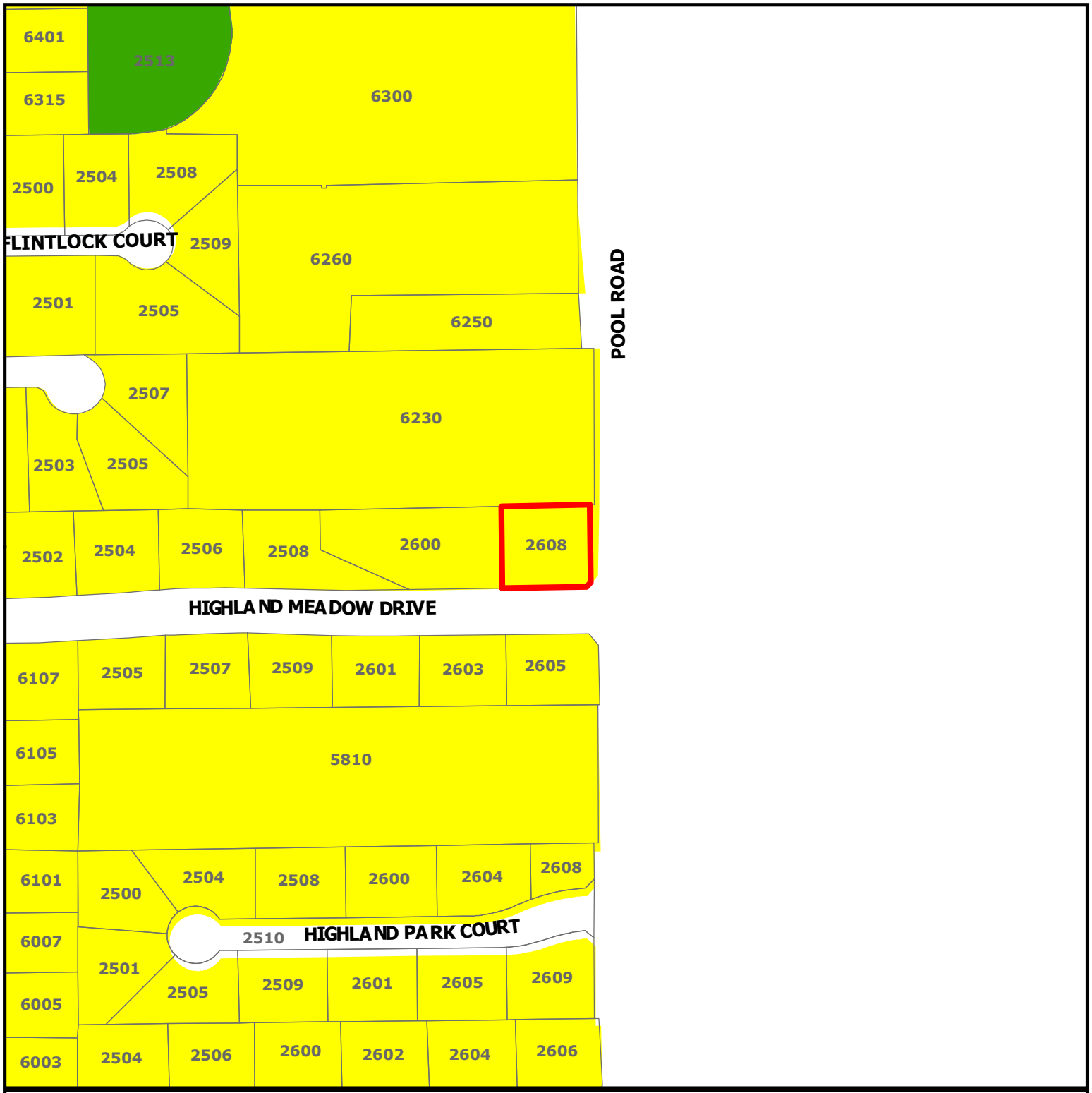
2608 Highland Meadow Drive



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Subject Property

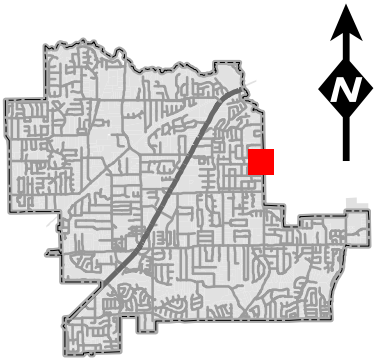
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

ZC19-013

2608 Highland Meadow Drive



Subject Property

Residential

Open Space; Parks

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Statement of Planning Objectives

2608 Highland Meadows Statement of Planning Objectives

I am writing to request a variance of the required East side fence set back at 2608 Highland Meadows Colleyville, TX. This is located in the Hodgkiss Place subdivision lot 2 block 1. We are referencing exhibit 3.26 2a of the land development code that states we must have a setback equal to 2/3 of our 30 ft. front set back (20 Ft). We are asking for the approval of this variance that will allow us to install an 8 Ft. cedar wood privacy fence (specifications listed below) directly on the property line. The location of the fence would be consistent with our neighbors on the North & South side and the majority of Pool Rd. We believe this is a valid request as this will assist in maintaining a consistent look for the city, provide an additional safety buffer, and allow the property to maximize the usable Sq. Ft. of the side yard. We are excited to be a new Colleyville resident and would be extremely grateful to receive this variance that we believe is in the best interest of the city and the home owner. We appreciate your consideration.

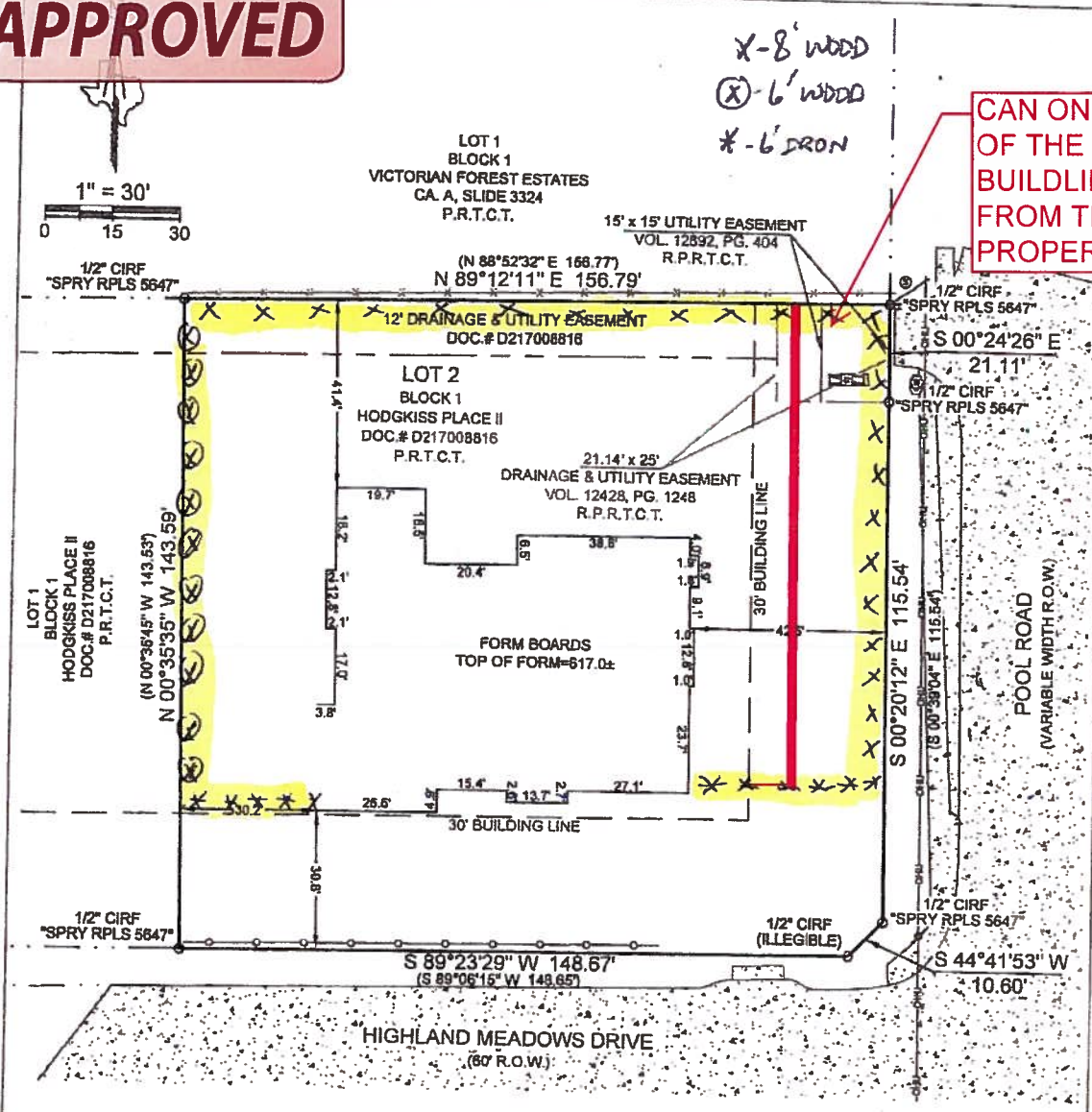
Sincerely,

Jacob & Skyler Stone

Wood fence specifications:
Cedar fence material specifications include 2 3/8" x .095 posts, 1" x 6" x 6' and 1" x 6" x 8' cedar pickets, 2" x 4" treated horizontal rails, 2" x 8" top cap, and 1" x 4" trim.

Site Plan

NOT APPROVED



LEGAL DESCRIPTION

Lot 2, Block 1, of HODGKISS PLACE II, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded under Instrument No. D217008816, Plat Records, Tarrant County, Texas

FLOOD NOTE

This property is located in Non-Shaded Zone "X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated September 25, 2009 and is located in Community Number 480590 as shown on Map Number 48439C0095K. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.

SURVEYOR NOTES

1. This survey was performed without the benefit of a title commitment.
2. The bearings shown on this survey are based on GPS observations utilizing the Alterra RTKNET Cooperative network. NAD 83 (2011) Datum.
3. Elevations shown on this survey are based on GPS observations utilizing the Alterra RTKNET Cooperative network. NAVD (88) Datum, (Geoid 12A)
4. This document represents an accurate on the ground survey of 2608 Highland Meadows Drive in the City of Colleyville, Tarrant County, Texas, on December 17th, 2018.
5. Not all improvements are shown.

FORM BOARD EXHIBIT

210 South Elm Street
Suite: 104
Denton, TX 76201
(940) 222-3009
www.eaglesurveying.com
TX Firm # 10194177

EAGLE SURVEYING

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a licensed Land Surveyor under the laws of the State of Texas.

STATE OF TEXAS REGISTERED TED A. GOSSETT 5991 PROFESSIONAL LAND SURVEYOR

Ted A. Gossett
R.P.L.S. # 5991

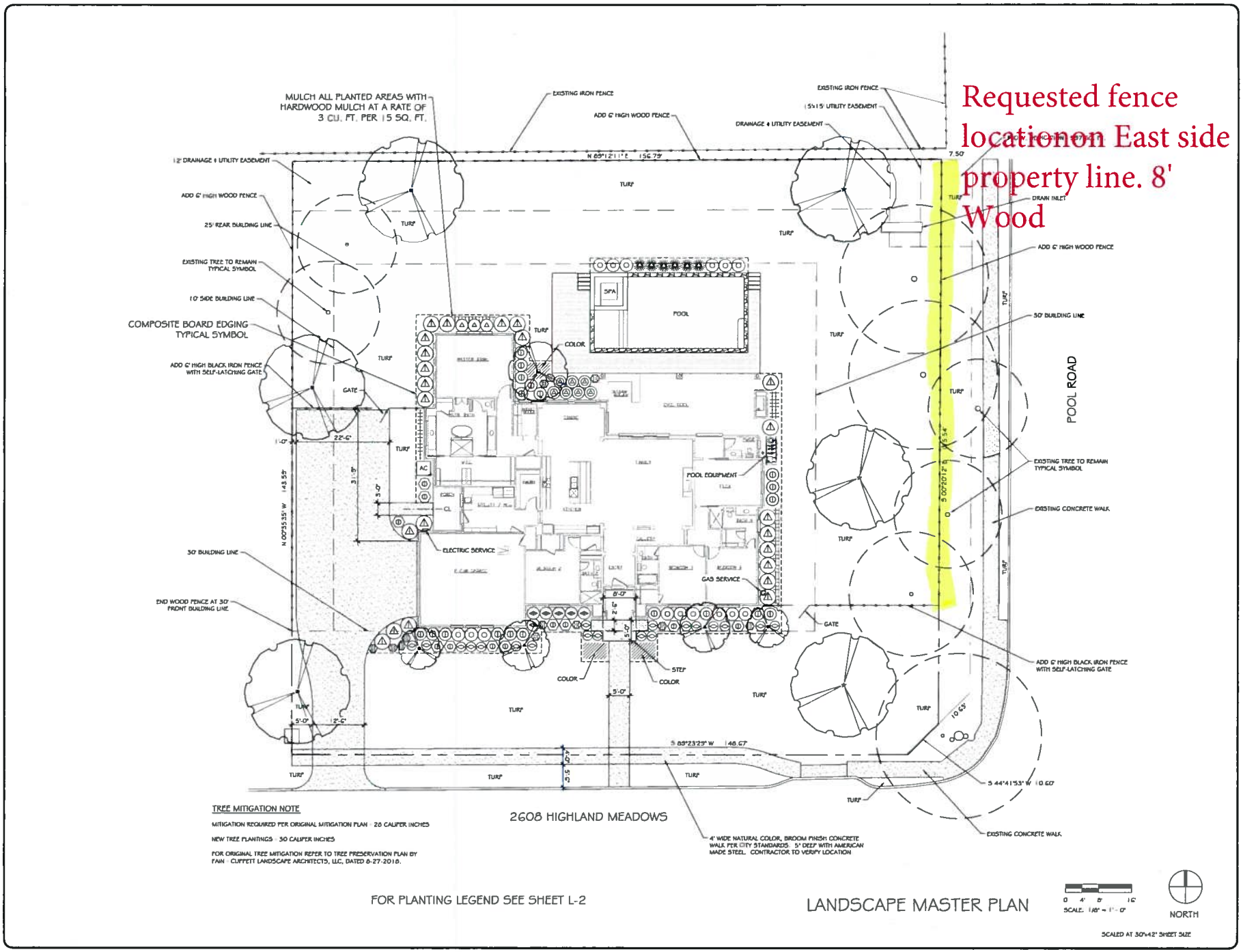
Date
12-17-2018

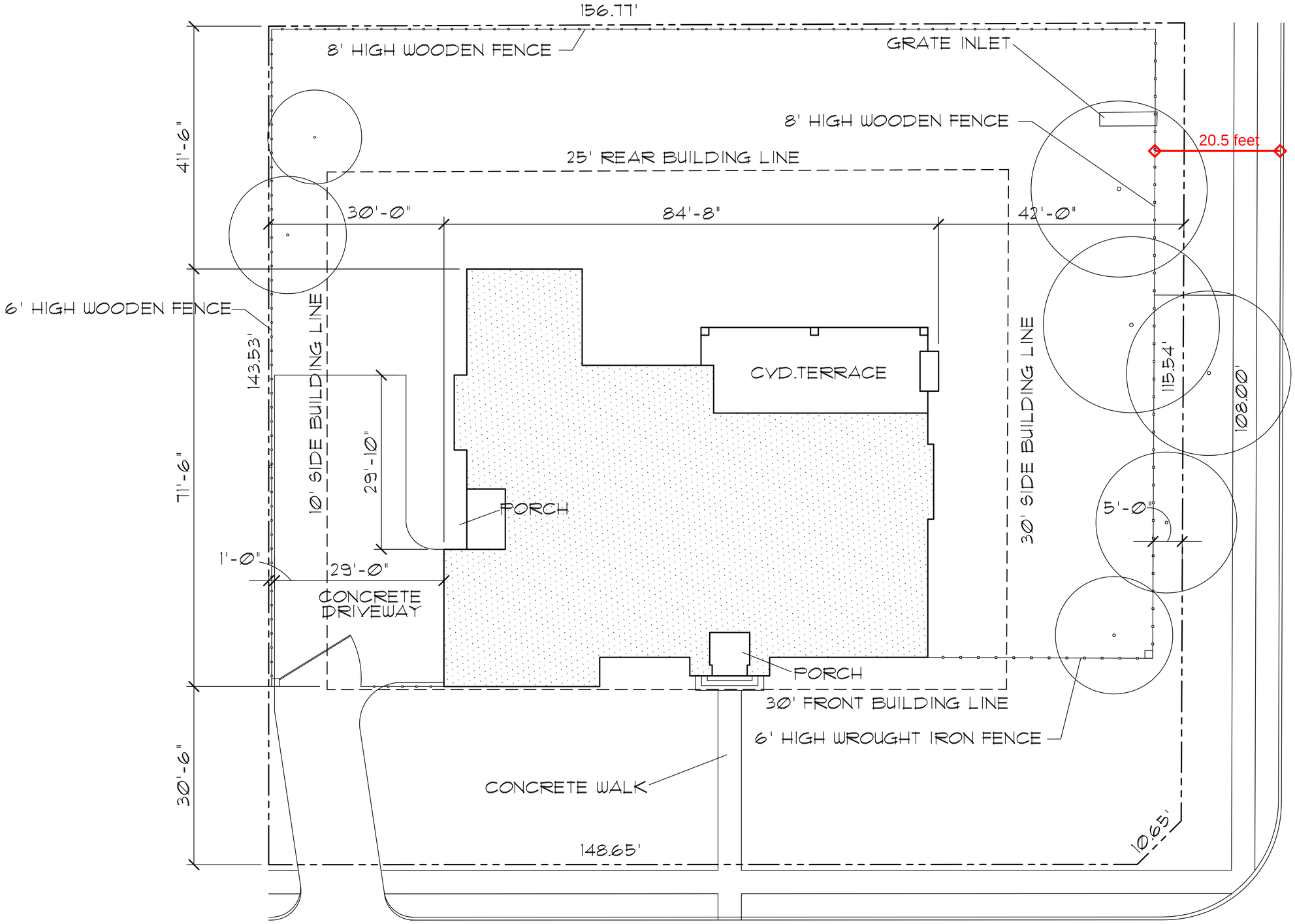
JOB NUMBER	DRAWN BY
18-05-43-03	RZM
REVISION	DATE
-	12/17/2018

LEGEND

( ) RECORDED CALL
CIRF CAPPED IRON ROD FOUND
WIRE FENCE
CHAIN-LINK FENCE
ASPHALT
OVER-HEAD ELECTRIC
SEWER MANHOLE
UTILITY POLE
DRAINAGE INLET
WATER METER

Floor Plan


Requested fence location on East side property line. 8' Wood
MULCH ALL PLANTED AREAS WITH HARDWOOD MULCH AT A RATE OF 3 CU. FT. PER 15 SQ. FT.
EXISTING IRON FENCE
ADD 6' HIGH WOOD FENCE
15'x15' UTILITY EASEMENT
DRAINAGE & UTILITY EASEMENT
12' DRAINAGE & UTILITY EASEMENT
25' REAR BUILDING LINE
EXISTING TREE TO REMAIN TYPICAL SYMBOL
10' SIDE BUILDING LINE
COMPOSITE BOARD EDGING TYPICAL SYMBOL
ADD 6' HIGH BLACK IRON FENCE WITH SELF-LATCHING GATE
GATE
30' BUILDING LINE
END WOOD FENCE AT 30' FRONT BUILDING LINE
TURF
SPA
POOL
COLOR
AC
POOL EQUIPMENT
ELECTRIC SERVICE
GAS SERVICE
STEP
DRAIN INLET
POOL ROAD
EXISTING CONCRETE WALK
TREE MITIGATION NOTE
MITIGATION REQUIRED PER ORIGINAL MITIGATION PLAN - 28 CALIPER INCHES
NEW TREE PLANTINGS - 30 CALIPER INCHES
FOR ORIGINAL TREE MITIGATION REFER TO TREE PRESERVATION PLAN BY FAIN - CUFFETT LANDSCAPE ARCHITECTS, LLC, DATED 8-27-2018.
2608 HIGHLAND MEADOWS
4' WIDE NATURAL COLOR, BROOM FINISH CONCRETE WALK PER CITY STANDARDS. 5" DEEP WITH AMERICAN MADE STEEL. CONTRACTOR TO VERIFY LOCATION
FOR PLANTING LEGEND SEE SHEET L-2
LANDSCAPE MASTER PLAN
SCALE: 1/8" = 1'-0"
NORTH
SCALED AT 30"x42" SHEET SIZE
beebe & associates p.c.
LANDSCAPE ARCHITECTURE
STONE RESIDENCE
2608 HIGHLAND MEADOWS
COLLEYVILLE, TEXAS
L-1



2608 HIGHLAND MEADOWS

SITE PLAN

SCALE: 1/8"=1'0"

NORTH

LOT 2 BLOCK 1
HODGKISS PLACE 2
COLLEYVILLE, TX

Date 11/08/19
Drawn By MJW
Checked By MJW
Revisions

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"STONE RESIDENCE"
2608 HIGHLAND MEADOWS DR.
COLLEYVILLE, TX

M. J. WRIGHT & ASSOCIATES, INC. ARCHITECTS
8233 MID-CITIES BOULEVARD STE. A, NRH, TX 76182
OFFICE: 817/268-5555 MJW@MJWRIGHT.COM
FAX: 817/268-5558 WWW.MJWRIGHT.COM

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Sheet No.
SITE
Project No.
180338TO

Photos Provided By Applicant



Photos Provided By Applicant



Photos Provided By Applicant





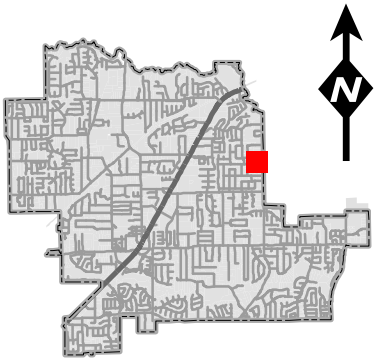
Notification Map



CITY OF COLLEYVILLE TEXAS

ZC19-013

2608 Highland Meadow Drive



Subject Property

500ft Buffer

Properties within 500ft

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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
FRECHETTE, SCOTT	6748 ST MORITZ PKWY	COLLEYVILLE, TX	76034	2600 HIGHLAND MEADOWS DR
PUTNAM, CHRISTOPHER SEAN	6230 POOL RD	COLLEYVILLE, TX	76034	6230 POOL RD
WEITZER, CHRISTOPHER P	2605 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2605 HIGHLAND MEADOW DR
TUGGEY, MATHEW	2601 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2601 HIGHLAND MEADOW DR
BRECHT, WILLIAM	2508 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2508 HIGHLAND MEADOW DR
FOX, LAWRENCE S	2604 HIGHLAND PARK CT	COLLEYVILLE, TX	76034	2604 HIGHLAND PARK CT
F H C TRUST	2140 HALL JOHNSON RD # 102-174	GRAPEVINE, TX	76051	2506 HIGHLAND MEADOW DR
MADISON, ANGIE	2603 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2603 HIGHLAND MEADOW DR
FRANKLIN, D BRENT	2600 HIGHLAND PARK CT	COLLEYVILLE, TX	76034	2600 HIGHLAND PARK CT
				5810 POOL RD
WAGNER, JEDEDIAH	2509 HIGHLAND MEADOW DR	COLLEYVILLE, TX	76034	2509 HIGHLAND MEADOW DR
HIGHLAND PARK HOA INC	PO BOX 1497	COLLEYVILLE, TX	76034	2608 HIGHLAND PARK CT
JACOBI, JAMES A	6250 POOL RD	COLLEYVILLE, TX	76034	6250 POOL RD
STONE, JACOB	2817 BROOKSHIRE DR	GRAPEVINE, TX	76051	2608 HIGHLAND MEADOWS DR
CHAN, ALFONSO	6300 POOL RD	COLLEYVILLE, TX	76034	6260 POOL RD
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
STONE, JACOB	2608 HIGHLAND MEADOW DRIVE	COLLEYVILLE, TX	76034	APPLICANT

Public hearing notices were mailed on September 27, 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, October 14, 2019 at 7:00 p.m.
City Council Meetings: Tuesday, November 5, 2019 & Tuesday, November 19, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a Special Use Permit for a Fence to extend into the required street side yard. The purpose is to allow for an 8 foot cedar privacy fence along the property line forward of the required setback along Pool Road.
Zoning Case:	ZC19-013
Applicant:	Jacob and Skylar Stone
Owner:	Jacob and Skylar Stone
Location:	2608 Highland Meadows Drive
Property Description:	Lot 2, Block 1, in the Hodgkiss Place II Addition
Present Zoning:	R-20 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 76034. 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Araceli Botello

Subject: FW: Rezoning Request - 2608 Highland Meadows Drive

From: Fittz Family
Sent: Wednesday, October 9, 2019 9:41 PM
To: Jackie Reyff <JReyff@colleyville.com>
Subject: Rezoning Request - 2608 Highland Meadows Drive

Colleyville Planning and Zoning:

I received a notice of public hearing for the property at 2608 Highland Meadows Drive. I cannot attend the zoning hearing because I will be out of the country for business, so I am writing via email to document for the city my objections.

The petitioner wants "Consideration of a Special Use Permit for a Fence to extend into the required street side yard. The purpose is to allow for an 8 foot cedar privacy fence along the property line forward of the required setback along Pool Road."

I object to the building of a fence that will obstruct the visibility of a driver when legally stopped behind the stop sign at the intersection, and my objection is based on safety reasons. If this fence is built within the 25' visibility triangle, which is a restriction in the zoning regulations, this will present a real hazard to drivers attempting to enter the flow of traffic on Pool Road.

I enter that intersection on a daily basis as I take my son to school, and the reduction of visibility of vehicles traveling at the posted speed limit will be severely reduced. This will needlessly endanger driver and children passengers in all vehicles involved, potentially causing the oncoming vehicle on Pool Road to strike the other vehicle in the center and driver side at high speed. That is the danger my young son and I will be facing every day, and it can be prevented by not permitting this zoning variance.

I strongly object to any fence or obstruction that would block my view, or the view of any driver, attempting to pull out onto Pool Road from Highland Meadows Road. I hope that the City of Colleyville will give more credence to the public safety aspect of this zoning request than the owners desire for aesthetics.

Thank you,

Dean Fittz
6101 Lansford Ln, Colleyville, TX 76034

Jackie Reyff

From: Jordan, Walter
Sent: Monday, October 14, 2019 3:52 PM
To: Jackie Reyff
Subject: Opposition to Special Use Permit for 2608 Highland Meadows Drive

From reviewing the application it appears that if this application is approved that an 8 foot privacy fence could be placed close enough to Pool Rd so as to create a very hazardous situation for motorists who attempt to turn onto Pool from Highland Meadows which my wife, my son and me do several times a day every day. This intersection is dangerous enough as it is and the three of us object to the granting of this request.

Walt Jordan
Kim Jordan
Luke Jordan

6101 Highland Hills
Colleyville 76034

Sent from my iPad
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ORDINANCE O-19-2101

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.51 ACRES, BEING LOT 2, BLOCK 1 OF THE HODGKISS PLACE II ADDITION, LOCATED AT 2608 HIGHLAND MEADOW DRIVE, BY AUTHORIZING A SPECIAL USE PERMIT FOR AN 8 FOOT CEDAR PRIVACY FENCE ALONG THE CORNER STREET SIDE PROPERTY LINE AND WITHIN THE STREET SIDE YARD; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for an accessory dwelling and a carport under Case No. ZC19-013; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for an 8 foot cedar privacy fence along the corner street side property line and within the street side yard, on 0.51 acres, being Lot 2, Block 1, of the Hodgkiss Place II Addition, located at 2608 Highland Meadow, as depicted on the attached Exhibit “A”.

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall permit the construction of a new 8-foot cedar privacy fence within the street side yard a distance of 5 feet from the corner street side property line.

b. The fence shall be generally consistent with the site plan as depicted on the attached Exhibit “B”.

c. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of November 2019.

A seconed reading and public hearing was conducted on the 19th Day of November 2019 at which time the item was tabled.

A final public hearing was conducted on the 3rd day of December 2019.

PASSED AND APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

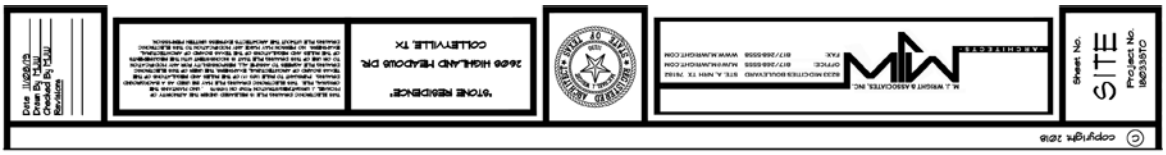
APPROVED AS TO FORM:

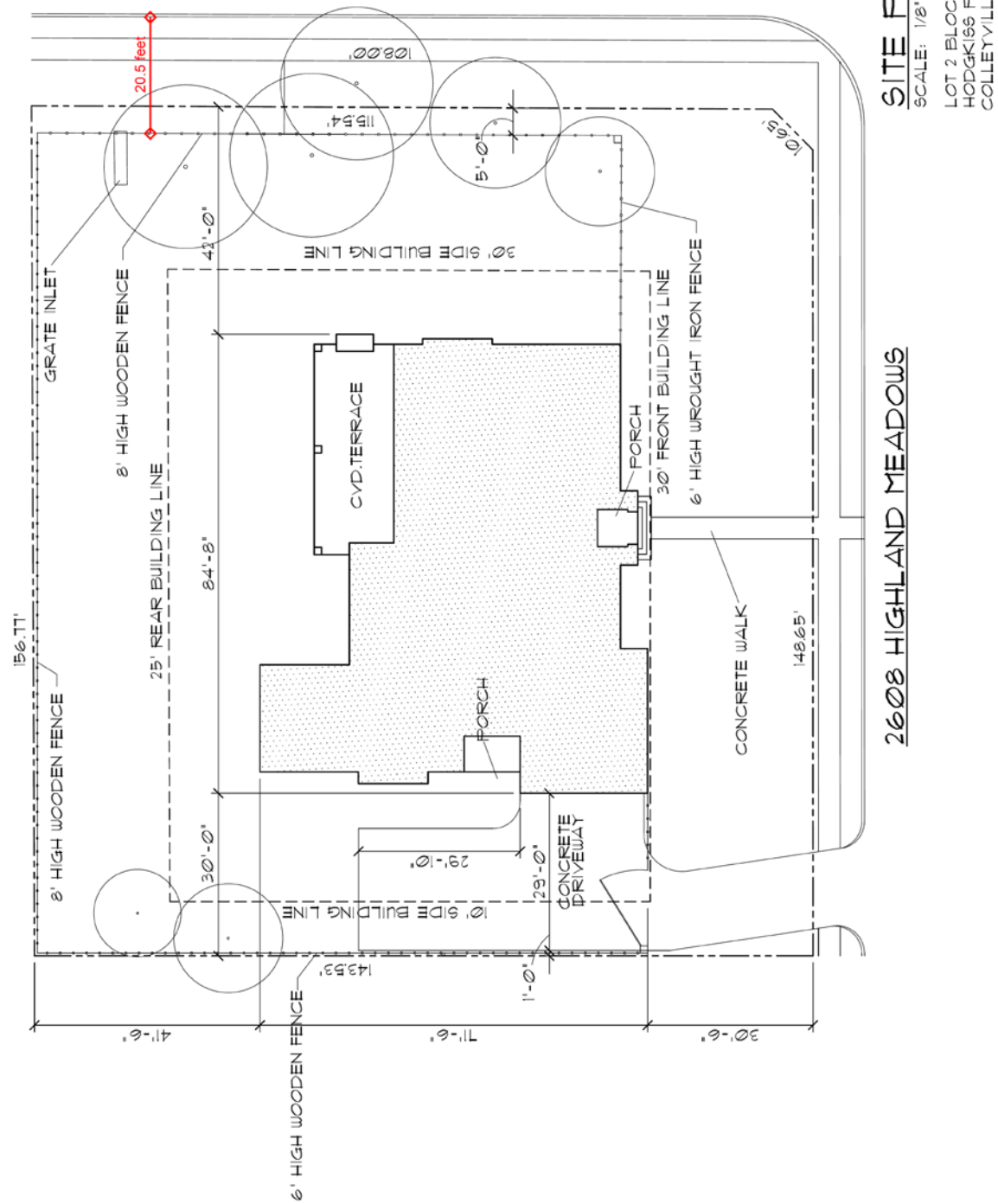
Whitt Wyatt
City Attorney

Exhibit “A” - Location and Zoning Map



Exhibit "B" – Site Plan






Proposed
Fence

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 6b **Agenda Date** 12/3/2019 **Number** Ordinance O-19-2102
Type Ordinance
Department Community Development

Title
Presentation and discussion of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial on Lot 1A, Block 1, in the Applebee's Addition, located at 5150 Colleyville Boulevard, Case ZC19-014

Strategic Plan
4.2 Encourage compatible commercial growth

Explanation
Update

At the November 19, 2019 meeting, the City Council asked that the applicant add architectural features to the building, especially on facades visible from the adjacent streets. The applicant has provided updated building elevations.

Second Reading and Public Hearing

The applicant and a representative from Chick-fil-A were present and answered questions regarding the proposed development. Concerns were expressed at the public hearing concerning the required 30-inch landscape wall, noise, and traffic. The Council also requested the addition of stone to the building. The applicant has submitted a revised site plan, building elevations, landscape plan, and grading plan.

First Reading and Public Hearing

Bryan Burger, the applicant, has submitted a request to rezone the property located at 5150 Colleyville Boulevard from the CC-1 Village Retail district to the PUD-C Planned Unit Development-Commercial district. The purpose is to rezone in order to allow for the development and operation of a new restaurant use for the property.

Existing Conditions/Background: The subject property is currently platted as Lot 1, Block 1, Applebee's Addition and is the previous location of the Londoner Restaurant. The applicant proposes to remove the existing restaurant and develop the property into a restaurant with drive-through lanes located along Colleyville Boulevard. The current zoning allows for a standard restaurant use only.

Proposed Zoning Change:

Request – The request is to rezone from the CC-1 Village Retail (15,000 sq/ft min. lot

size) to the PUD-C Planned Unit Development - Commercial (PUD-C) district. The request is to construct a 5,064 SF restaurant with a drive-through (Chik-fil-A).

Purpose: The purpose of a Planned Unit Development (PUD) is to provide for greater flexibility and discretion in the approval of residential, non-residential, and mixed use developments by encouraging creative, efficient and aesthetically desirable residential and commercial projects that are superior to what could be accomplished in other zoning districts. This may be through the use of increased open spaces and greenbelts or by providing enhanced amenities or features within the development that will be of special benefit to the property owners or to the community.

Analysis – The subject property complies with most of the minimum physical requirements described for the requested PUD-C designation. Per the proposed PUD, this development is requesting to vary from the following requirements: reduction in the 20 foot landscaping buffer required along Colleyville Boulevard down to 10.5 feet; reduction in required parking spaces from 51 to 49; and, in lieu of a low, solid 30 inch wall where parking is adjacent to residential properties a solid landscaping buffer with shrubs 30 inches in height. This request also fits into a recent trend of commercial development along Colleyville Boulevard. The restaurant with drive-through use has been identified in the Land Development Code as allowed in the CC-2 Shopping Center district and therefore approval of this PUD includes approval of the drive-thru restaurant use.

The Land Development Code only allows the proposed restaurant with drive-through use within the Shopping Center (CC-2) and Highway Commercial (CC-3) zoning districts.

Surrounding Development: Property to the south has CC-1 zoning. Properties to the north and west have PUD-C zoning and have developed primarily as residential and commercial due to being located in The Village development. Property to the east has PUD-C Planned Unit Development Commercial and CC-1 Village Retail zoning, and has mostly developed with commercial uses.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property and most of the property along Colleyville Boulevard as part of the Colleyville Boulevard Corridor, which is planned for future commercial use. The addition of retail/restaurant pad sites meets the intent of the comprehensive plan. The proposed rezoning request does comply with the commercial land use designation stated in the comprehensive plan.

Fees: Impact Fees are required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit, if applicable.

Tree Preservation: The development must comply with Chapter 5 (Urban Forestry) 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.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations and Independent School Districts within 1,000 feet of the subject property. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the zoning change request based on the following findings:

- The proposed use conforms to the Future Land Use Plan and stated goals described in the *Destination Colleyville* Plan.
- The proposed use conforms to recent development trends on the surrounding properties and along Colleyville Boulevard.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval to include: 1) both a masonry and shrub wall along Pleasant Run Road; and 2) to relocate the drive along Pleasant Run Road to the south to align with the Chase Bank driveway, at their October 14, 2019 meeting by a vote of 5-0.

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. Statement of Planning Objectives
5. Development Plan
6. Asbuilt Site Plan
7. Demolition Plan
8. Proposed Site Plan
9. Revised Site Plan Per P&Z Commission
10. Building Elevations - Color
11. Building Elevations - Revised per CC
12. Landscape Plan

13. Drainage and Utility Plan
14. Grading Plan
15. Photometric Plan
16. Notification Map
17. Notification List
18. Property Owner Notification Letter
19. Ordinance O-19-2102

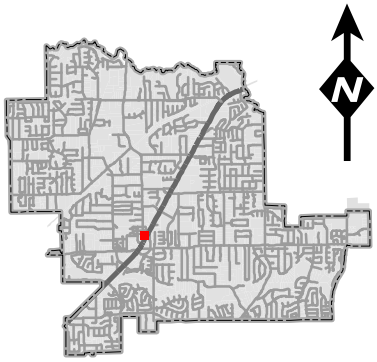
Aerial Map



CITY OF COLLEYVILLE TEXAS

ZC19-014

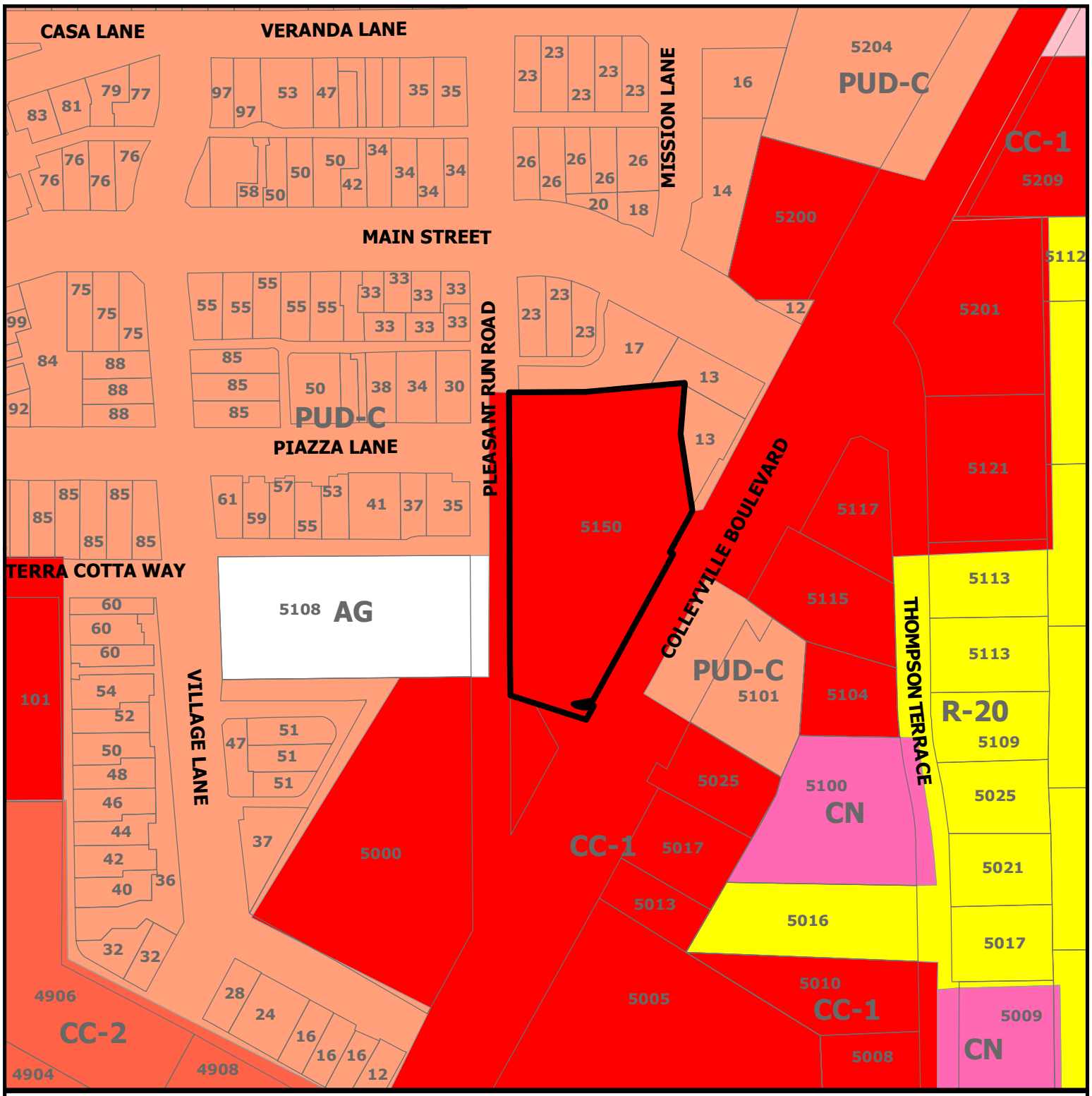
5150 Colleyville Blvd



DISCLAIMER:
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Subject Property

Zoning Map



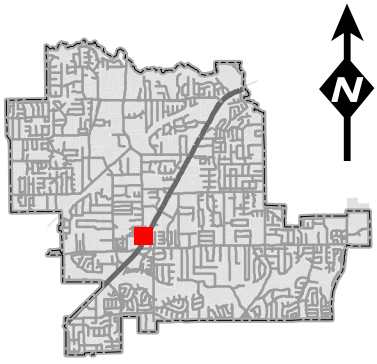
ZC19-014

5150 Colleyville Blvd

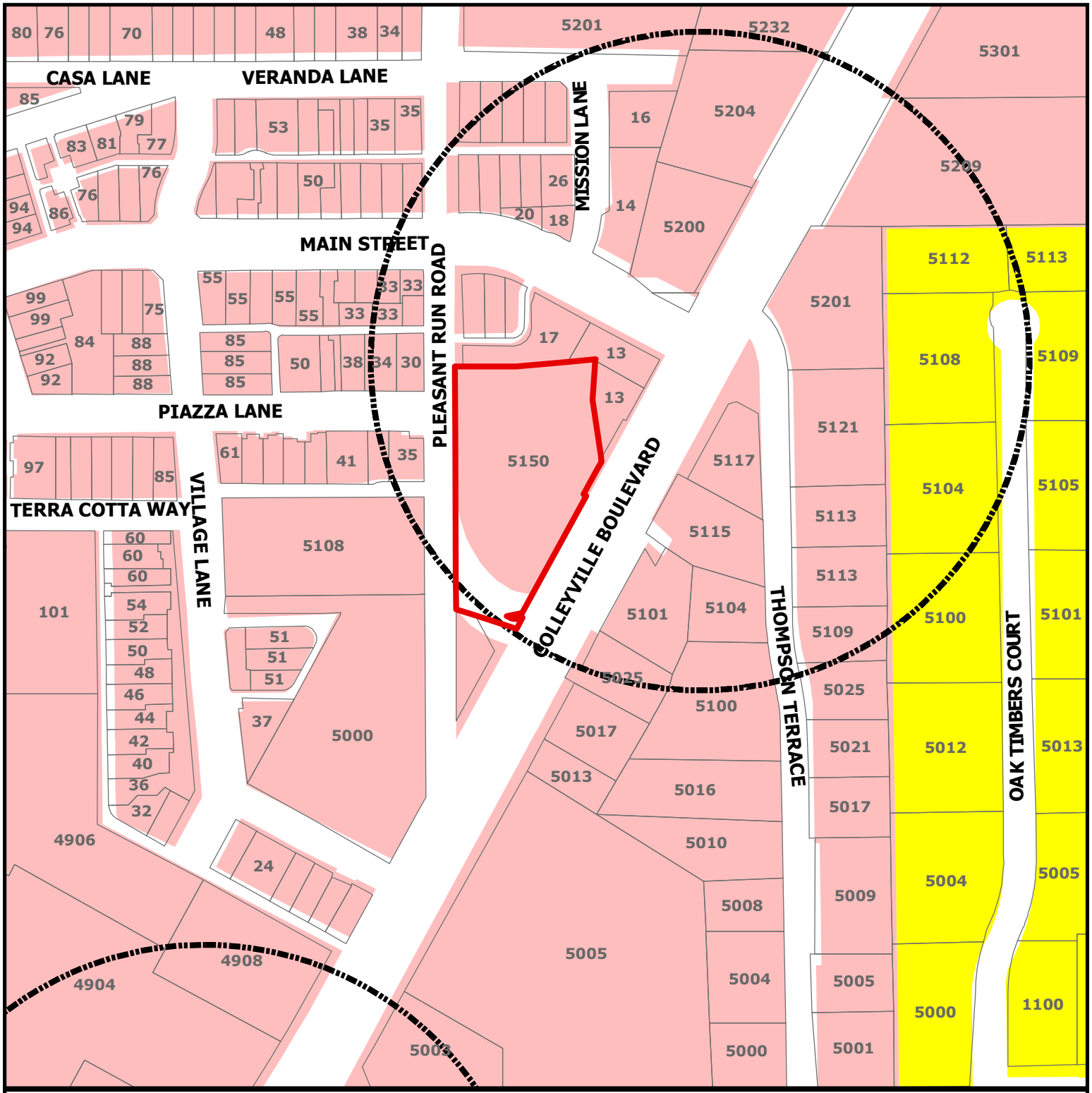
CITY OF COLLEYVILLE TEXAS

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Subject Property



Future Land Use Map



ZC19-014

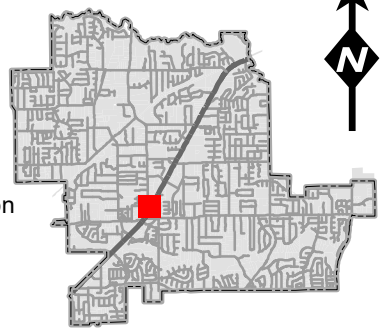
5150 Colleyville Blvd

Subject Property

Sales Tax Preferred Intersection

Residential

Colleyville Blvd Corridor



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Statement of Planning Objectives

Statement of Planning Objectives

The property located at 5150 Colleyville Boulevard and platted as Lot 1, Block 1 – Applebee's Addition is currently developed as a dine-in restaurant that has been abandoned for quite some time. Chick-fil-A is proposing to demolish the existing abandoned dine-in restaurant and develop a new dine-in and drive-through restaurant. The development of the Chick-fil-A restaurant will require the property to be rezoned from Community Commercial – 1 to Planned Unit Development. The Chick-fil-A development will provide an approximately 5,064 s.f. building a with drive-through window, multi-lane order point stations with canopy, an outside meal delivery canopy at the drive through window, 49 parking spaces, and associated access drives. The Chick-fil-A will utilize the existing access points from Colleyville Boulevard and Pleasant Run Road as currently constructed.

Development Plan

Development Schedule

Submit for P.U.D., Site Plan, and Engineering Review - 08/28/19

Planning and Zoning Commission Approval - 12/09/19

City Council First Reading Approval - 01/07/20

City Council Second Reading Approval - 01/21/20

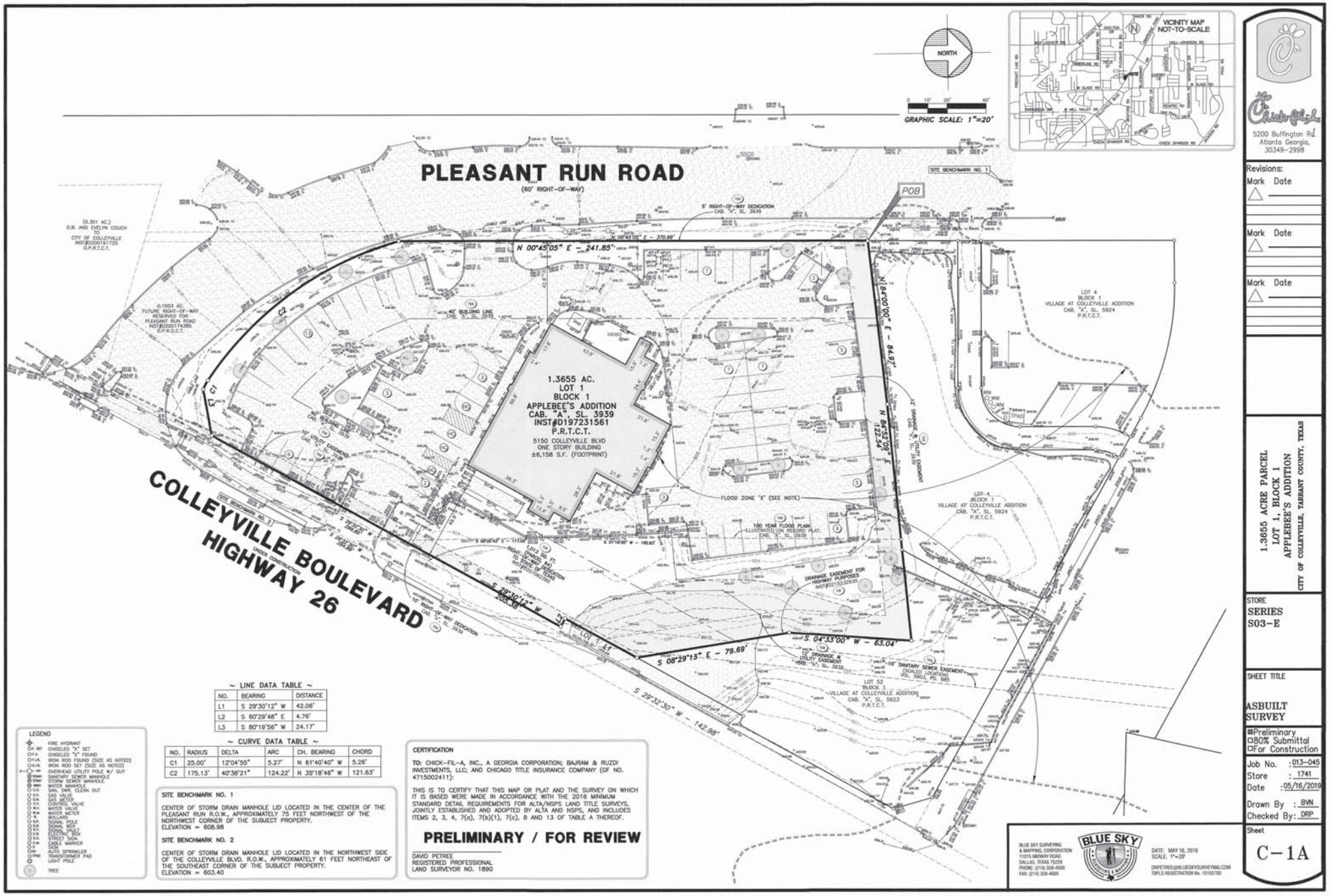
Construction Start Date - 03/23/20

Grand Opening - 08/27/20

Development Plan

ECONOMIC DEVELOPMENT INFORMATION	
ESTIMATED TOTAL BUILDING AREA (S.F.):	5,064
ESTIMATED SALES PER SQUARE FOOT:	$691
ESTIMATED TOTAL SALES PER YEAR:	$3,500,000
ESTIMATED SALES TAX PER YEAR:	$289,000
ESTIMATED PROPERTY TAX PER YEAR:	$60,000

Asbuilt Site Plan



~ LINE DATA TABLE ~

NO.	BEARING	DISTANCE
L1	S 29°30'12" W	42.06'
L2	S 60°29'48" E	4.76'
L3	S 80°19'56" W	24.17'

~ CURVE DATA TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	25.00'	12°04'55"	5.27'	N 61°40'40" W	5.26'
C2	175.13'	40°38'21"	124.22'	N 35°18'46" W	121.63'

LEGEND

FIRE HYDRANT
CHISELED "X" SET
CHISELED "X" FOUND
IRON ROD FOUND (SIZE AS NOTED)
IRON ROD SET (SIZE AS NOTED)
OVERHEAD UTILITY POLE W/ GUY
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
WATER MANHOLE
SAN. SWR. CLEAN OUT
GAS VALVE
GAS METER
CONTROL VALVE
WATER VALVE
WATER METER
BOLLARD
SIGNAL POLE
SIGNAL BOX
ELECTRIC VAULT
ELECTRIC BOX
STREET SIGN
CABLE MARKER
SIGN
AUTO SPRINKLER
TRANSFORMER PAD
LIGHT POLE
TREE

SITE BENCHMARK NO. 1

CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE CENTER OF THE PLEASANT RUN R.O.W., APPROXIMATELY 75 FEET NORTHWEST OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 608.98

SITE BENCHMARK NO. 2

CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE NORTHWEST SIDE OF THE COLLEYVILLE BLVD. R.O.W., APPROXIMATELY 61 FEET NORTHEAST OF THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 603.40

CERTIFICATION

TO: CHICK-FIL-A, INC., A GEORGIA CORPORATION; BAJRAM & RUZDI INVESTMENTS, LLC; AND CHICAGO TITLE INSURANCE COMPANY (GF NO. 4715002411):

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(a), 7(b)(1), 7(c), 8 AND 13 OF TABLE A THEREOF.

PRELIMINARY / FOR REVIEW

DAVID PETREE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1890

BLUE SKY SURVEYING & MAPPING, CORPORATION
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
PHONE: (214) 358-4500
FAX: (214) 358-4600

BLUE SKY SURVEYING & MAPPING

DATE: MAY 16, 2019
SCALE: 1"=20'
DRPETREE@BLUESKYSURVEYING.COM
TBPLS REGISTRATION No. 10105700

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark	Date

1.3655 ACRE PARCEL
LOT 1, BLOCK 1
APPLEBEE'S ADDITION
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

STORE
SERIES
S03-E

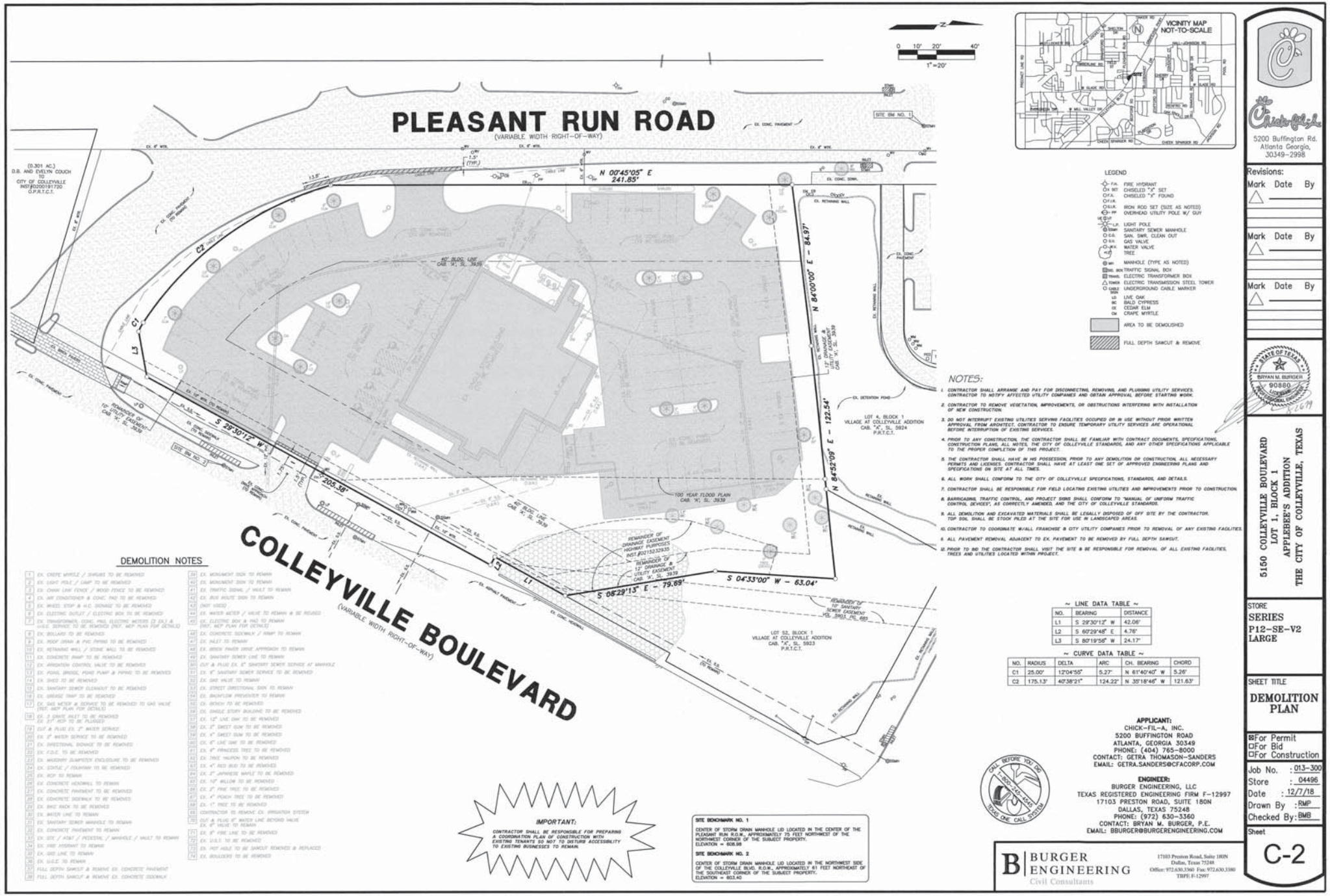
SHEET TITLE
ASBUILT SURVEY

☒Preliminary
☐80% Submittal
☐For Construction

Job No. : 013-045
Store : 1741
Date : 05/16/2019
Drawn By : BVN
Checked By: DRP

Sheet
C-1A

Demolition Plan

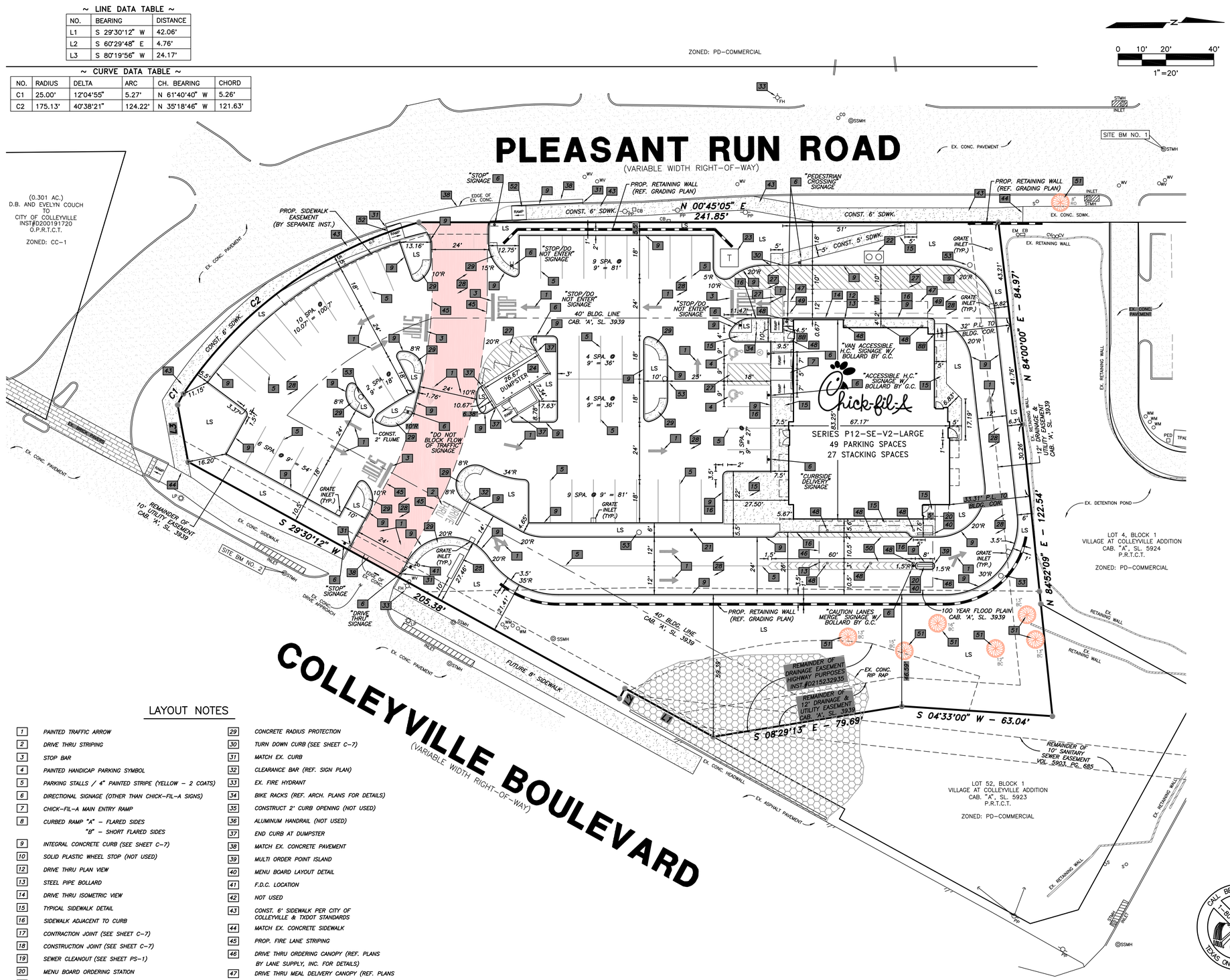


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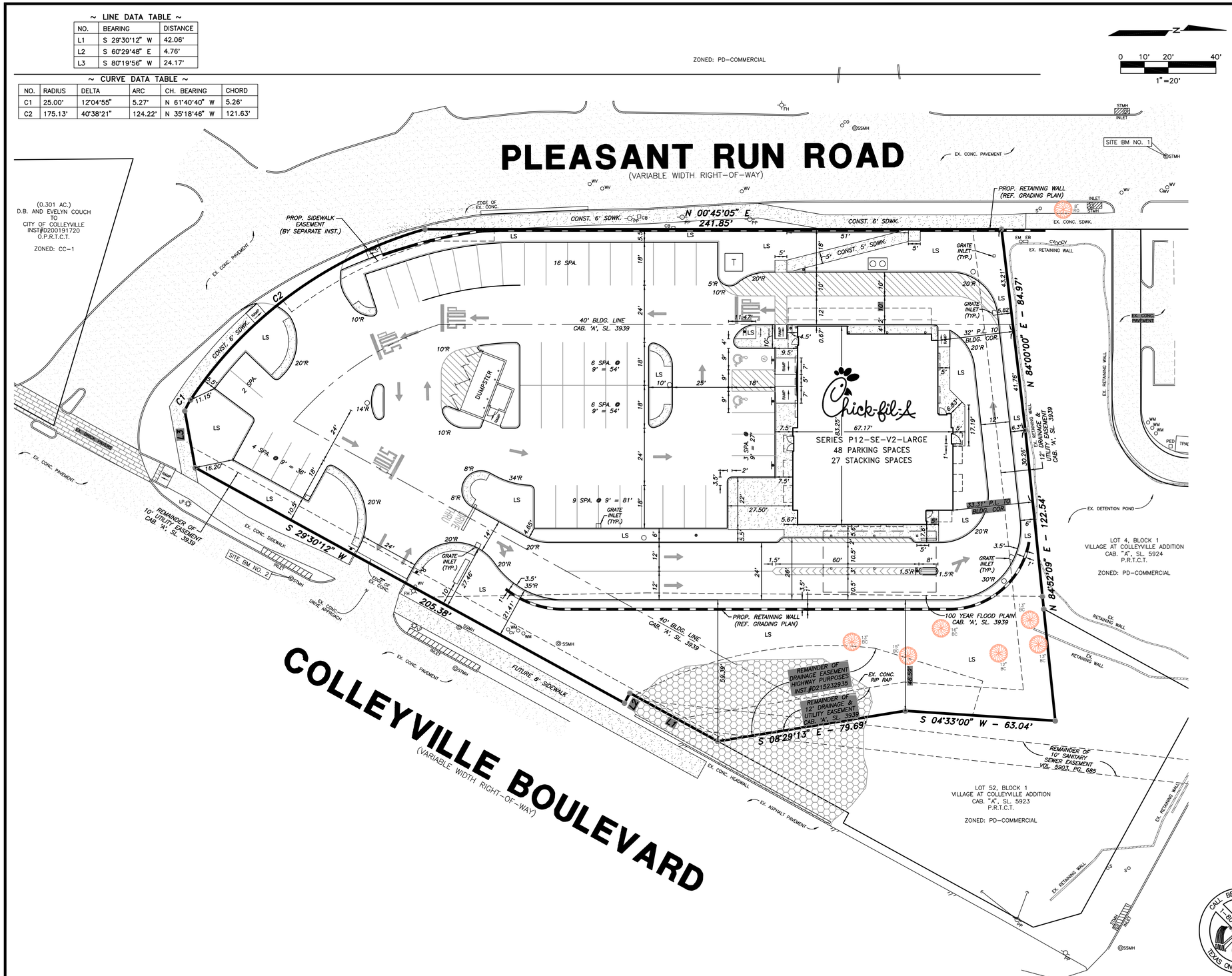

PLEASANT RUN ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
COLLEYVILLE BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)
ZONED: PD-COMMERCIAL
N 00°45'05" E 241.85'
N 84°00'00" E - 84.97'
N 84°52'09" E - 122.54'
S 29°30'12" W 205.38'
S 04°33'00" W - 63.04'
S 08°29'13" E - 79.69'
SERIES P12-SE-V2-LARGE
49 PARKING SPACES
27 STACKING SPACES
(0.301 AC.)
D.B. AND EVELYN COUCH
TO
CITY OF COLLEYVILLE
INST#D200191720
O.P.R.T.C.T.
ZONED: CC-1
LOT 4, BLOCK 1
VILLAGE AT COLLEYVILLE ADDITION
CAB. "A", SL. 5924
P.R.T.C.T.
ZONED: PD-COMMERCIAL
LOT 52, BLOCK 1
VILLAGE AT COLLEYVILLE ADDITION
CAB. "A", SL. 5923
P.R.T.C.T.
ZONED: PD-COMMERCIAL
REMAINDER OF 10' UTILITY EASEMENT CAB. 'A', SL. 3939
REMAINDER OF DRAINAGE EASEMENT HIGHWAY PURPOSES INST.#D215232935
REMAINDER OF 12' DRAINAGE & UTILITY EASEMENT CAB. 'A', SL. 3939
REMAINDER OF 10' SANITARY SEWER EASEMENT VOL. 5903, PG. 685
12' DRAINAGE & UTILITY EASEMENT CAB. 'A', SL. 3939
100 YEAR FLOOD PLAIN CAB. 'A', SL. 3939
40' BLDG. LINE CAB. 'A', SL. 3939
PROP. SIDEWALK EASEMENT (BY SEPARATE INST.)
PROP. RETAINING WALL (REF. GRADING PLAN)
EX. RETAINING WALL
EX. CONC. PAVEMENT
EX. CONC. SIDEWALK
EX. CONC. HEADWALL
EX. ASPHALT PAVEMENT
EX. DETENTION POND
EX. CONC. DRIVE APPROACH
FUTURE 8' SIDEWALK
EX. CONC. RIP RAP
SITE BM NO. 1
SITE BM NO. 2
"VAN ACCESSIBLE H.C. SIGNAGE W/ BOLLARD BY G.C."
"ACCESSIBLE H.C. SIGNAGE W/ BOLLARD BY G.C."
"CURBSIDE DELIVERY SIGNAGE"
"DO NOT BLOCK FLOW OF TRAFFIC" SIGNAGE
"CAUTION LANES MERGE SIGNAGE W/ BOLLARD BY G.C."
"STOP" SIGNAGE
"DRIVE THRU" SIGNAGE
"STOP/DO NOT ENTER" SIGNAGE
"PEDESTRIAN CROSSING" SIGNAGE
DUMPSTER
CONST. 2" FLUME
GREASE TRAP
GRADE INLET (TYP.)
EX. CONC. PAVEMENT
EX. RETAINING WALL
EX. CONC. SDWK.
CONST. 6' SDWK.
CONST. 5' SDWK.
EDGE OF EX. CONC.
EX. FIRE HYDRANT
PROP. FIRE LANE STRIPING
PROP. RETAINING WALL (REF. GRADING PLAN)
PROP. PAD MOUNTED TRANSFORMER
PROP. DUMPSTER/STORAGE AREA W/SCREENING
PROP. FLAGPOLE
PROP. MENU BOARD ORDERING STATION
PROP. DRIVE THRU PLAN VIEW
PROP. DRIVE THRU ISOMETRIC VIEW
PROP. TYPICAL SIDEWALK DETAIL
PROP. SIDEWALK ADJACENT TO CURB
PROP. CONTRACTION JOINT
PROP. CONSTRUCTION JOINT
PROP. SEWER CLEANOUT
PROP. CURBED RAMP "A" - FLARED SIDES
PROP. CURBED RAMP "B" - SHORT FLARED SIDES
PROP. INTEGRAL CONCRETE CURB
PROP. SOLID PLASTIC WHEEL STOP (NOT USED)
PROP. STEEL PIPE BOLLARD
PROP. CONCRETE RADIUS PROTECTION
PROP. TURN DOWN CURB
PROP. MATCH EX. CURB
PROP. CLEARANCE BAR
PROP. BIKE RACKS
PROP. CONSTRUCT 2' CURB OPENING (NOT USED)
PROP. ALUMINUM HANDRAIL (NOT USED)
PROP. END CURB AT DUMPSTER
PROP. MATCH EX. CONCRETE PAVEMENT
PROP. MULTI ORDER POINT ISLAND
PROP. MENU BOARD LAYOUT DETAIL
PROP. F.D.C. LOCATION
PROP. CONST. 6' SIDEWALK PER CITY OF COLLEYVILLE & TXDOT STANDARDS
PROP. MATCH EX. CONCRETE SIDEWALK
PROP. CANOPY COLUMN
PROP. 4" DASH PAINTED STRIPE
PROP. ORDER TAKING STRIPING DETAIL
PROP. BARRIER FREE RAMP PER CITY OF COLLEYVILLE & TXDOT STANDARDS
PROP. LIGHT POLE BASE LOCATON
EX. TREE TO REMAIN
EX. FIRE HYDRANT
EX. SSMH
EX. STMH
EX. INLET
EX. CONC. EM
EX. CONC. EB
EX. CONC. CV
EX. CONC. WM
EX. CONC. PED
EX. CONC. TPED
EX. CONC. LP
EX. CONC. UT
EX. CONC. UE
EX. CONC. SS
EX. CONC. SSMH
EX. CONC. STMH
EX. CONC. INLET
EX. CONC. SDWK.
EX. CONC. RAMP
EX. CONC. CB
EX. CONC. PP
EX. CONC. LS
EX. CONC. RIP RAP
EX. CONC. HEADWALL
EX. ASPHALT PAVEMENT
EX. DETENTION POND
EX. RETAINING WALL
EX. CONC. PAVEMENT
EX. CONC. SIDEWALK
EX. CONC. DRIVE APPROACH
EX. CONC. EDGE OF CONC.
EX. CONC. INLET
EX. CONC. RAMP
EX. CONC. CB
EX. CONC. PP
EX. CONC. LS
EX. CONC. SDWK.
EX. CONC. PAVEMENT
EX. CONC. RETAINING WALL

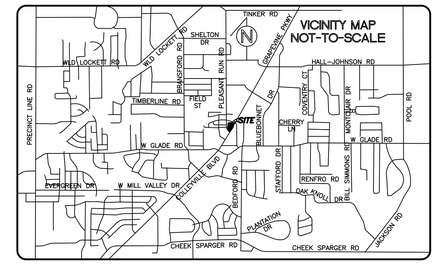
~ LINE DATA TABLE ~

NO.	BEARING	DISTANCE
L1	S 29°30'12" W	42.06'
L2	S 60°29'48" E	4.76'
L3	S 80°19'56" W	24.17'

~ CURVE DATA TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	25.00'	12°04'55"	5.27'	N 61°40'40" W	5.26'
C2	175.13'	40°38'21"	124.22'	N 35°18'46" W	121.63'





LEGEND

F.H.	FIRE HYDRANT
X SET	CHISELED "X" SET
F.X.	CHISELED "X" FOUND
F.I.R.	
S.I.R.	IRON ROD SET (SIZE AS NOTED)
PP	OVERHEAD UTILITY POLE W/ GUY
L.P.	LIGHT POLE
SSMH	SANITARY SEWER MANHOLE
C.O.	SAN. SWR. CLEAN OUT
G.V.	GAS VALVE
W.V.	WATER VALVE
12"	TREE
MH	MANHOLE (TYPE AS NOTED)
SIG. BOX	TRAFFIC SIGNAL BOX
TRANS.	ELECTRIC TRANSFORMER BOX
TOWER	ELECTRIC TRANSMISSION STEEL TOWER
CABLE SIGN	UNDERGROUND CABLE MARKER
LO	LIVE OAK
BC	BALD CYPRESS
CE	CEDAR ELM
CM	CRAPE MYRTLE
	FIRE LANE
LS	LANDSCAPE AREA

NOTES

1. ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT CHICK-FIL-A SPECIFICATIONS AND/OR CITY STANDARD SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE.
2. ALL CONSTRUCTION IN CITY RIGHT-OF-WAYS AND/OR EASEMENT SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARD SPECIFICATIONS.
3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS AS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
5. IF CONTRACTOR FINDS A DISCREPANCY WITH THE TOPOGRAPHIC INFORMATION ON THESE PLANS, HE/SHE SHALL CONTACT THE CONSTRUCTION MANAGER/SUPERVISOR IMMEDIATELY.
6. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, BRICK, OR AS OTHERWISE NOTED.
7. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
8. ALL RADII ARE 2' UNLESS OTHERWISE NOTED.
9. ALL PARKING STALLS SHALL BE STRIPED IN ACCORDANCE W/APPLICABLE GOVERNING AUTHORITIES.
10. THE BUILDING IS PARALLEL & PERPENDICULAR TO THE WEST PROPERTY LINE.

SITE DATA

ZONING:	CC-1
LOT AREA:	1.365 ACRES (59,474 S.F.)
PROPOSED USE:	DINE IN & DRIVE THRU RESTAURANT
CURRENT USE:	DINE IN RESTAURANT
BUILDING AREA:	5,048 S.F.
F.A.R.:	0.085:1
LOT COVERAGE:	8.5%
PARKING REQUIRED:	1 SPACE FOR EVERY 100 S.F. OF BLDG. AREA 5,048/100 = 51 SPACES
PARKING PROVIDED:	48 SPACES (2 H.C.)
BUILDING HEIGHT:	25' MAX. HT. (1 STORY)
EXISTING LANDSCAPE PROVIDED:	18,679 S.F. (31.42%)
LANDSCAPE REQUIRED:	11,895 S.F. (20%)
LANDSCAPE PROVIDED:	~~19,649 S.F. (33.04%)~~
PARKING & BUILDING AREA:	~~39,825 S.F. (66.96%)~~

SITE BENCHMARK NO. 1

CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE CENTER OF THE PLEASANT RUN R.O.W., APPROXIMATELY 75 FEET NORTHWEST OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 608.98

SITE BENCHMARK NO. 2

CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE NORTHWEST SIDE OF THE COLLEYVILLE BLVD. R.O.W., APPROXIMATELY 61 FEET NORTHEAST OF THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 603.40

CALL BEFORE YOU DIG 1-800-245-4545 TEXAS ONE CALL SYSTEM

OWNER:
BAJRAM & RUZDI INVESTMENTS, LLC
206 MILL WOOD DRIVE
COLLEYVILLE, TEXAS 76034
PHONE: (682) 738-8374

APPLICANT:
CHICK-FIL-A, INC.
5200 BUFFINGTON ROAD
ATLANTA, GEORGIA 30349
PHONE: (404) 765-8000
CONTACT: GETRA THOMASON-SANDERS
EMAIL: GETRA.SANDERS@CFACORP.COM

ENGINEER:
BURGER ENGINEERING, LLC
TEXAS REGISTERED ENGINEERING FIRM F-12997
17103 PRESTON ROAD, SUITE 180N
DALLAS, TEXAS 75248
PHONE: (972) 630-3360
CONTACT: BRYAN M. BURGER, P.E.
EMAIL: BBURGER@BURGERENGINEERING.COM

BURGER ENGINEERING
Civil Consultants
17103 Preston Road, Suite 180N
Dallas, Texas 75248
Office: 972.630.3360 Fax: 972.630.3380
TBPE F-12997

Chick-fil-A
5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark	Date	By

5150 COLLEYVILLE BOULEVARD
LOT 1, BLOCK 1
APPLEBEE'S ADDITION
THE CITY OF COLLEYVILLE, TEXAS

STORE
SERIES P12-SE-V2 LARGE

SHEET TITLE
SITE PLAN

☒For Permit
☐For Bid
☐For Construction

Job No. : 013-300
Store : 04496
Date : 12/7/18
Drawn By : RMP
Checked By: BMB

Sheet
C-3

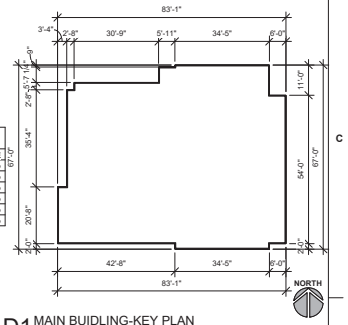


C4 FRONT ELEVATION - EAST
1/4" = 1'-0"

FINISH SCHEDULE - EXTERIOR						
MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-3	BRICK VENEER (PRIMARY)	ACME BRICK	MODULAR	*	PALOMA GRAY	MORTAR: ARGOS SAN TAN
BR-4	BRICK VENEER (ACCENT)	ACME BRICK	MODULAR	*	RUSTIC WHITE	MORTAR: ARGOS SAN TAN
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-27 03	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARGOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

FRONT ELEVATION - EAST		
MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	771	57%
BRICK (BR-4)	320	23%
STOREFRONT GLAZING	264	20%
DOORS	0	0%
ELECTRICAL EQUIPMENT	0	0%
TOTAL	1355	100%

HORIZONTAL FACADE LENGTH = 67'-0"



D1 MAIN BUIDLING-KEY PLAN
3/64" = 1'-0"



A4 ENTRY ELEVATION - SOUTH
1/4" = 1'-0"

NOTES:

GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.86

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

THESE SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

ENTRY ELEVATION - SOUTH		
MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	1060	61%
BRICK (BR-4)	286	17%
STOREFRONT GLAZING	359	22%
DOORS	0	0%
ELECTRICAL EQUIPMENT	0	0%
TOTAL	1707	100%

HORIZONTAL FACADE LENGTH = 83'-1"

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Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998
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www.MayseAssociates.com

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CHICK-FIL-A
Colleyville Blvd and Main
5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
N/A	N/A	

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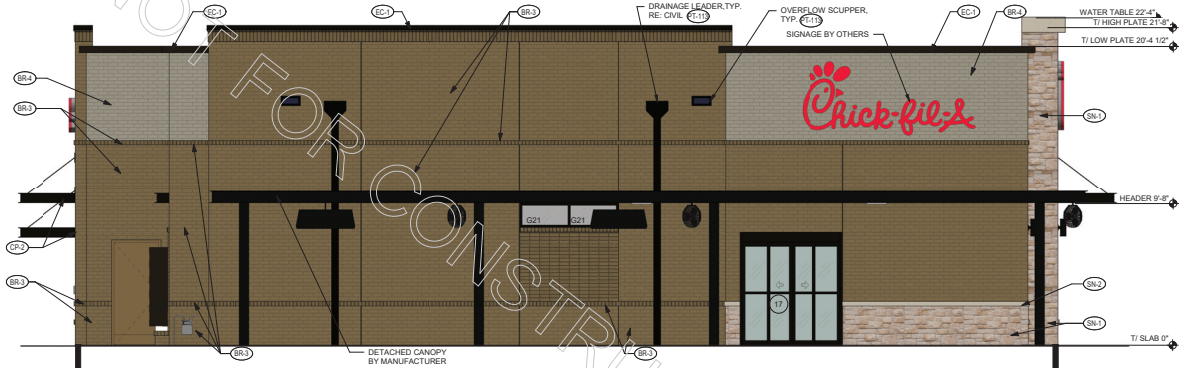
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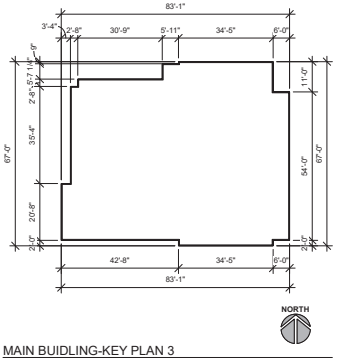
SHEET
24x36 EXTERIOR ELEVATIONS

SHEET NUMBER
A-302X

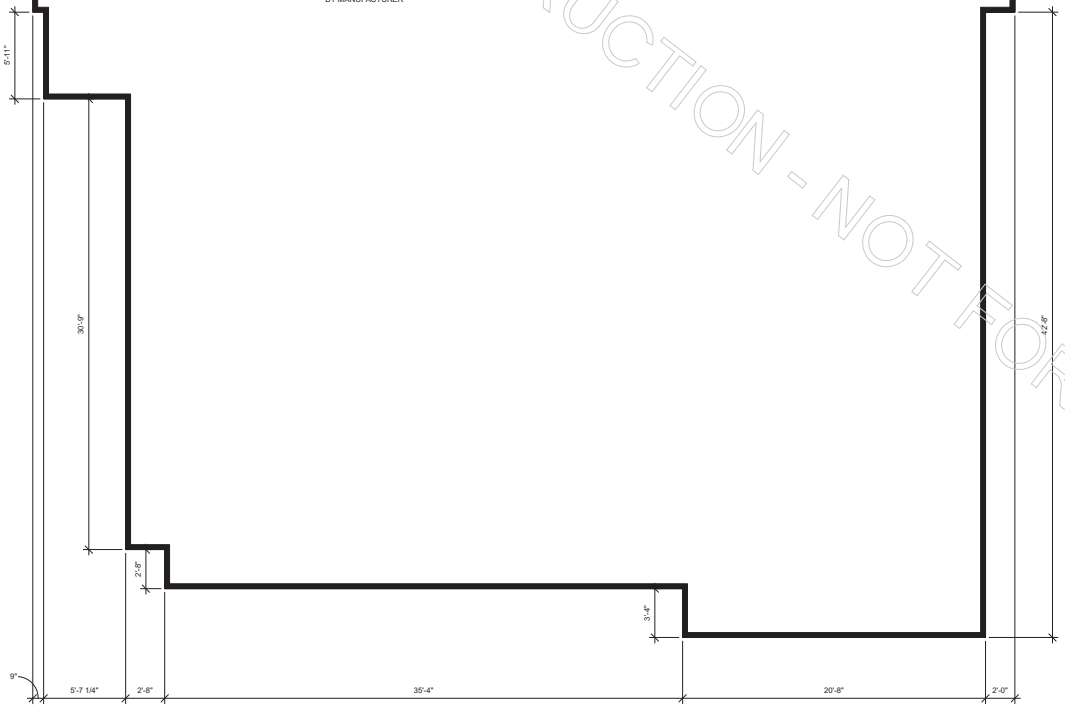
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04496-A-302X-24x36 EXTERIOR ELEVATIONS



C4 DRIVE-THRU ELEVATION - WEST
1/4" = 1'-0"



D1 MAIN BUILDING-KEY PLAN 3
3/64" = 1'-0"



FINISH SCHEDULE - EXTERIOR.						
MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-3	BRICK VENEER (PRIMARY)	ACME BRICK	MODULAR	*	PALOMA GRAY	MORTAR: ARGOS SAN TAN
BR-4	BRICK VENEER (ACCENT)	ACME BRICK	MODULAR		RUSTIC WHITE	MORTAR: ARGOS SAN TAN
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARGOS SAN TAN, 6" DEEP. 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

DRIVE-THRU ELEVATION- WEST		
MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	1136	81%
BRICK (BR-4)	171	12%
STOREFRONT GLAZING	65	5%
ELECTRICAL EQUIPMENT	0	0%
DOOR	24	2%
TOTAL	1395	100%

HORIZONTAL FACADE LENGTH = 67'- 0"

NOTES:

GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.86

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

THESE SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

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Dallas, Texas 75254
Phone: (972) 386-0338 Fax: (972) 386-0578
www.MayseAssociates.com

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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

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SHEET
24x36 EXTERIOR ELEVATIONS

SHEET NUMBER
A-303X

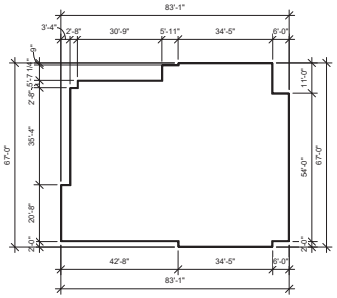
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04496-A-303X-24x36 EXTERIOR ELEVATIONS



C4 REAR ELEVATION - NORTH
1/4" = 1'-0"

REAR ELEVATION - NORTH		
MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	1238	72%
BRICK (BR-4)	272	15%
STOREFRONT GLAZING	170	11%
ELECTRICAL EQUIPMENT	32	2%
DOOR	31	0%
TOTAL	1743	100%

HORIZONTAL FACADE LENGTH = 83'-1"



B1 MAIN BUIDLING-KEY PLAN 2
3/64" = 1'-0"

.FINISH SCHEDULE - EXTERIOR						
MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-3	BRICK VENEER (PRIMARY)	ACME BRICK	MODULAR	*	PALOMA GRAY	MORTAR: ARGOS SAN TAN
BR-4	BRICK VENEER (ACCENT)	ACME BRICK	MODULAR		RUSTIC WHITE	MORTAR: ARGOS SAN TAN
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARGOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

NOTES:

GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.66

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

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CHICK-FIL-A
Colleyville Blvd and Main
5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
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SHEET
24X36 EXTERIOR ELEVATION

SHEET NUMBER
A-304X

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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

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SHEET
24x36 EXTERIOR 3D

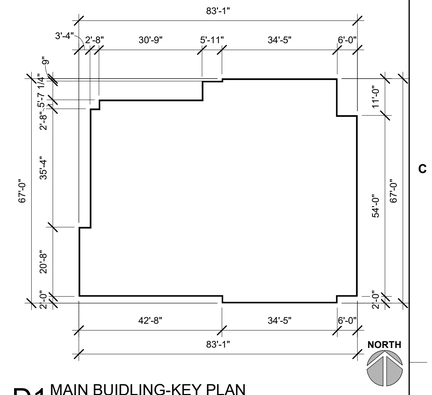
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04496-A-305X-24x36 EXTERIOR 3D



C4 FRONT ELEVATION - EAST
1/4" = 1'-0"

FINISH SCHEDULE - EXTERIOR						
MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
S-1	STUCCO	STO		31434	PULP	FINISH: FINE SAND
S-2	STUCCO	STO		31437	MORTAR	FINISH: FINE SAND
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARGOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	



D1 MAIN BUIDLING-KEY PLAN
3/64" = 1'-0"



A4 ENTRY ELEVATION - SOUTH
1/4" = 1'-0"

NOTES:

GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.86

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
N/A	N/A	

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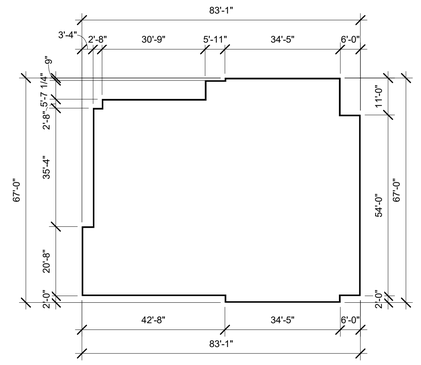
SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A-302X

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04496-A-302X-EXTERIOR ELEVATIONS



C4 DRIVE-THRU ELEVATION - WEST
1/4" = 1'-0"



D1 MAIN BUIDLING-KEY PLAN 3
3/64" = 1'-0"

FINISH SCHEDULE - EXTERIOR.						
MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
S-1	STUCCO	STO		31434	PULP	FINISH: FINE SAND
S-2	STUCCO	STO		31437	MORTAR	FINISH: FINE SAND
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARGOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

NOTES:

GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.86

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

THESE SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

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Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

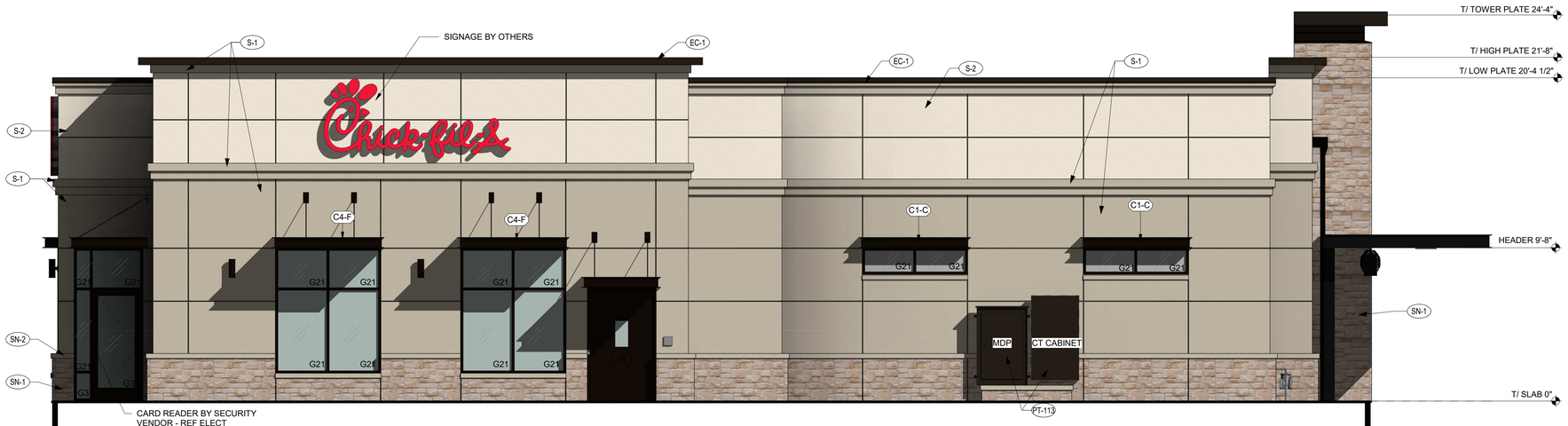
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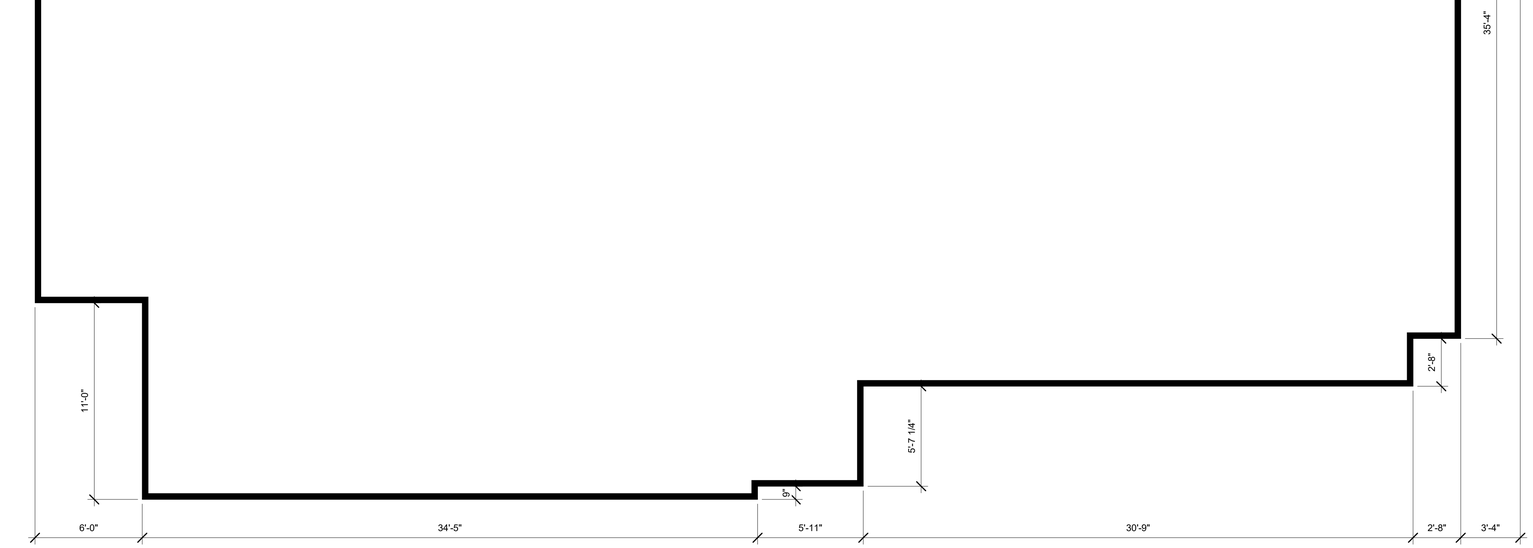
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SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A-303X

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04496-A-303X-EXTERIOR ELEVATIONS





C4 REAR ELEVATION - NORTH
1/4" = 1'-0"

NOTES:

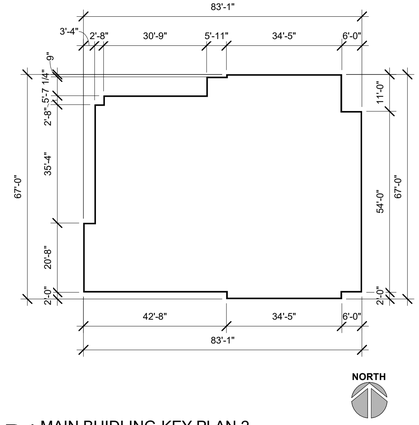
GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.86

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

THESE SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.



B1 MAIN BUIDLING-KEY PLAN 2
3/64" = 1'-0"

.FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
S-1	STUCCO	STO		31434	PULP	FINISH: FINE SAND
S-2	STUCCO	STO		31437	MORTAR	FINISH: FINE SAND
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARGOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

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Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
N/A	N/A	

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SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A-304X

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C3 SOUTHWEST PERSPECTIVE
N.T.S.



A3 SOUTHEAST PERSPECTIVE
N.T.S.

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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

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SHEET
EXTERIOR PERSPECTIVES

SHEET NUMBER
A-305X

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04496-A-305X-EXTERIOR PERSPECTIVES



C3 NORTHWEST PERSPECTIVE
N.T.S.



A3 NORTHEAST PERSPECTIVE
N.T.S.

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FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

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SHEET
EXTERIOR PERSPECTIVES

SHEET NUMBER
A-306X

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S-2 - STO Mortar

S-1 - STO Pulp


SN-1 - Aguado Stone Sonoma Blend

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Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

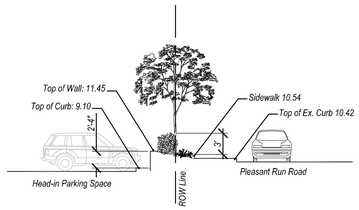
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SHEET
FINISH IMAGES

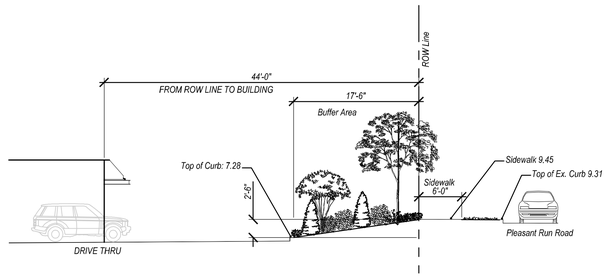
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04496-A-307X-FINISH IMAGES



SECTION A-A

SCALE: 1" = 10'-0"



SECTION B-B

SCALE: 1" = 10'-0"

LANDSCAPE TABULATIONS

City of Colleyville

SITE LANDSCAPE: 20% of total site to be landscape area (59,474 s.f.)

Required	Provided
11,894.8 s.f. (20%)	19,649 s.f. (33%)

STREETYARD: 50% of total landscape to be in streetyard

Required	Provided
9,824.5 s.f. (50%)	18,337 s.f. (93%)

STREET FRONTAGE: (1) tree, 3" cal., per 40 l.f. of street frontage and (1) shrub, 5 gal. per 5 l.f. of street frontage

Pleasant Run Road (366.07 l.f.)

Required	Provided
(12) trees, 3" cal. min.	(9) trees, 4" cal.
(74) shrubs, 5 gal.	(105) shrubs, 5 gal.

Colleyville Boulevard (181.38 l.f.)

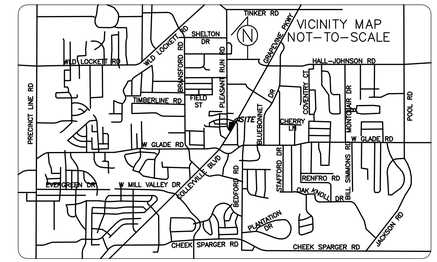
Required	Provided
(5) trees, 3" cal. min.	(5) trees, 4" cal.
(36) shrubs, 5 gal.	(61) shrubs, 5 gal.

PARKING LOT LANDSCAPE: (49 spaces)
Requirements: (1) tree, 3" cal. and 140 s.f. of landscape per each 18 parking spaces

Required	Provided
(2) trees, 3" cal. min.	(2) trees, 4" cal.
280 s.f.	764 s.f.

SITE DATA

ZONING:	CC-1
LOT AREA:	1.365 ACRES (59,474 S.F.)
PROPOSED USE:	DINE IN & DRIVE THRU RESTAURANT
BUILDING AREA:	5,064 S.F.
F.A.R.:	0.085:1
PARKING REQUIRED:	1 SPACE FOR EVERY 100 S.F. OF BLDG. AREA 5,064/100 = 51 SPACES
PARKING PROVIDED:	49 SPACES (2 H.C.)
BUILDING HEIGHT:	25' MAX. HT. (1 STORY)
LANDSCAPE PROVIDED:	19,649 S.F. (33.04%)



VICINITY MAP (N.T.S)

PLANT LIST

TREES

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
13	BC	Bald Cypress	*Taxodium distichum*	4" cal.	container grown, 13' ht. min., 4' spread min.
6	CE	Cedar Elm	*Ulmus crassifolia*	4" cal.	container grown, 13' ht. min., 4' spread min.
9	CM	Crepe Myrtle 'Dallas Red'	*Lagerstroemia indica 'Natchez'*	3" cal.	7' ht., B&B, 3-5 cane. no cross caning
20	NRS5	Nellie R. Stevens	*Ilex x 'Nellie R. Stevens'*	5' ht.	container grown, full to base
6	LO	Live Oak	*Quercus virginiana*	4" cal.	container grown, 13' ht. min., 4' spread min.
2	RO	Red Oak 'Shumard'	*Quercus shumardii*	4" cal.	container grown, 13' ht. min., 4' spread min.
2	TY	Tree Yaupon Holly	*Ilex vomitoria*	8' ht.	B&B, 3-5 cane, no cross caning

SHRUBS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
83	DA	Dwarf Abelia 'Super Gold'	*Abelia grandiflora 'Super Gold'*	3 gal.	container grown, full plant specimen
143	DWM	Dwarf Wax Myrtle	*Myrica pusilla 'Don's Dwarf'*	5 gal.	container grown, full plant specimen
53	GM	Gulf Muhly	*Muhlenbergia capillaris*	5 gal.	container grown, full plant specimen
90	IH	Indian Hawthorne 'Clara'	*Rhaphiolepsis indica 'Clara'*	5 gal.	container grown, full plant specimen
76	MFG	Mexican Feathergrass	*Nasella tenuissima*	3 gal.	container grown, full plant specimen
19	NPH	Needlepoint Holly	*Ilex cornuta 'Needlepoint'*	5 gal.	container grown, full plant specimen
87	ROS	Rosemary 'Tuscan Blue'	*Rosmarinus officianalis*	3 gal.	container grown, full plant specimen
30	RY	Red Yucca 'Brakelights'	*Hesperaloe parviflora*	5 gal.	container grown, full plant specimen
60	NPH3	Needlepoint Holly	*Ilex cornuta 'Needlepoint'*		

GROUNDCOVERS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
281	LBB	Liriope 'Big Blue'	*Liriope muscari 'Big Blue'*	4" pots	container, full top of container, 12" o.c.
1300	WC	Wintercreeper	*Euonymus fortunei coloratus*	4" pots	container, (3) 12" runners min. 12" o.c.
173	HS	Honeysuckle	*Lonicera sempervirens*	4" pots	container, (3) 12" runners min. 12" o.c.
		Common Bermudagrass	*Cynodon dactylon*	roll sod	solid sod, refer to notes
518	SC	Seasonal Color		4" pots	container grown, full plant, 9" o.c. selection at time of installation

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

SOLID SOD NOTES

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

MAINTENANCE NOTES

1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

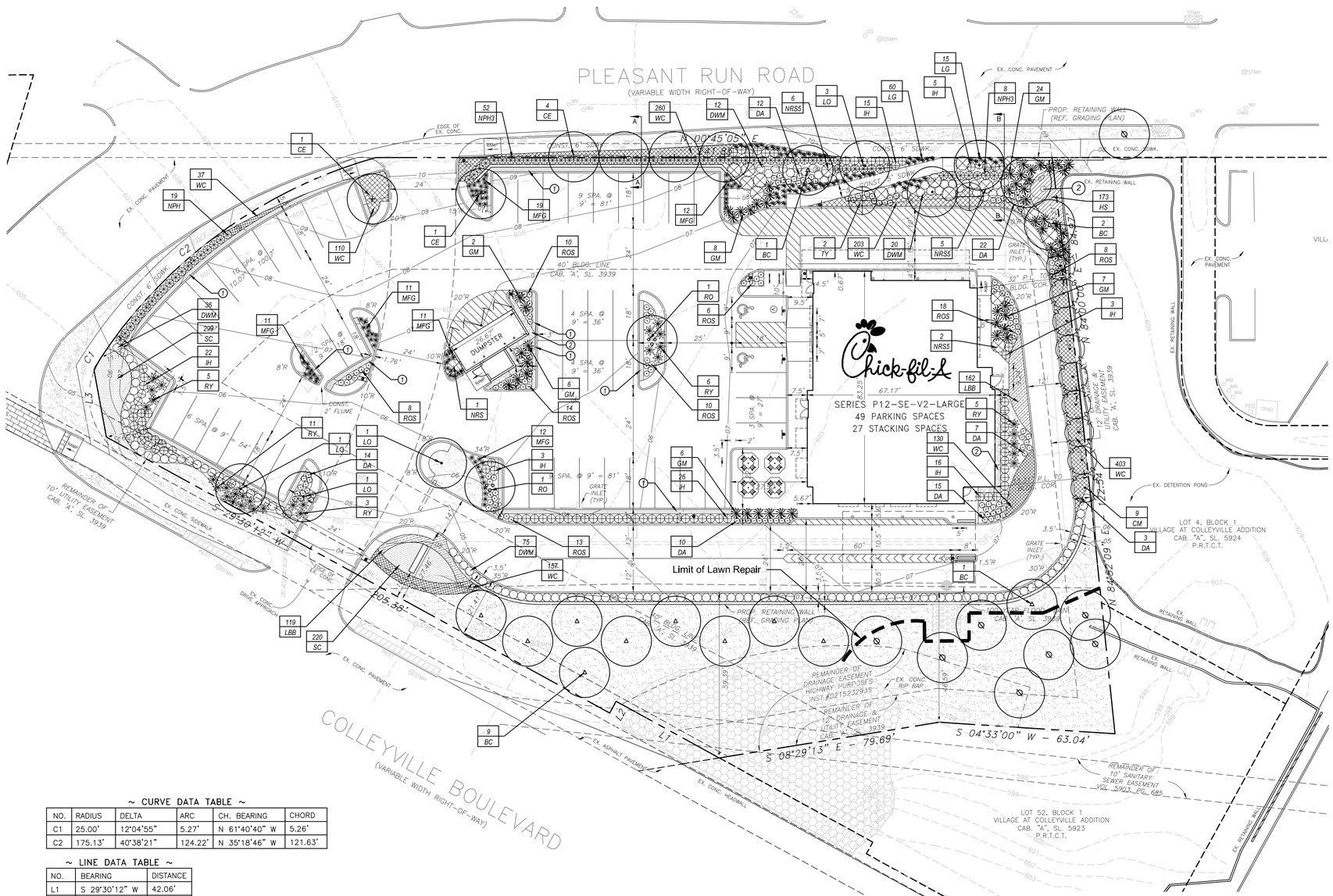
GENERAL LAWN NOTES

1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation
7. Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

ADDITIONAL INDICATIONS

(1) Decomposed Granite, 18" width min., 3" depth with steel edging border and weed barrier fabric

(2) Colorado River Rock, 24" width, 3" depth with steel edging border and weed barrier fabric



~ CURVE DATA TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	25.00'	12°04'55"	5.27'	N 61°40'40" W	5.26'
C2	175.13'	40°38'21"	124.22'	N 35°18'46" W	121.63'

~ LINE DATA TABLE ~

NO.	BEARING	DISTANCE
L1	S 29°30'12" W	42.06'
L2	S 60°29'48" E	4.76'
L3	S 80°19'56" W	24.17'

APPLICANT:
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ATLANTA, GEORGIA 30349
PHONE: (404) 765-8000
CONTACT: GETRA THOMASON-SANDERS
EMAIL: GETRA.SANDERS@CFACORP.COM

ENGINEER:
BURGER ENGINEERING, LLC
TEXAS REGISTERED ENGINEERING FIRM F-12997
17103 PRESTON ROAD, SUITE 180N
DALLAS, TEXAS 75248
PHONE: (972) 630-3360
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17103 Preston Road, Suite 180N
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TBPE F-12997

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landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com

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01 LANDSCAPE PLAN
SCALE: 1" = 20'-0"

0 10 20 40

5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark	Date	By

Mark	Date	By

Mark	Date	By

REGISTERED LANDSCAPE ARCHITECT RICHARD A. ADAMS 2176 STATE OF TEXAS
11.8.19

5150 COLLEYVILLE BOULEVARD
LOT 1, BLOCK 1
APPLEBEE'S ADDITION
THE CITY OF COLLEYVILLE, TEXAS

STORE
SERIES
P12-SE-V2
LARGE

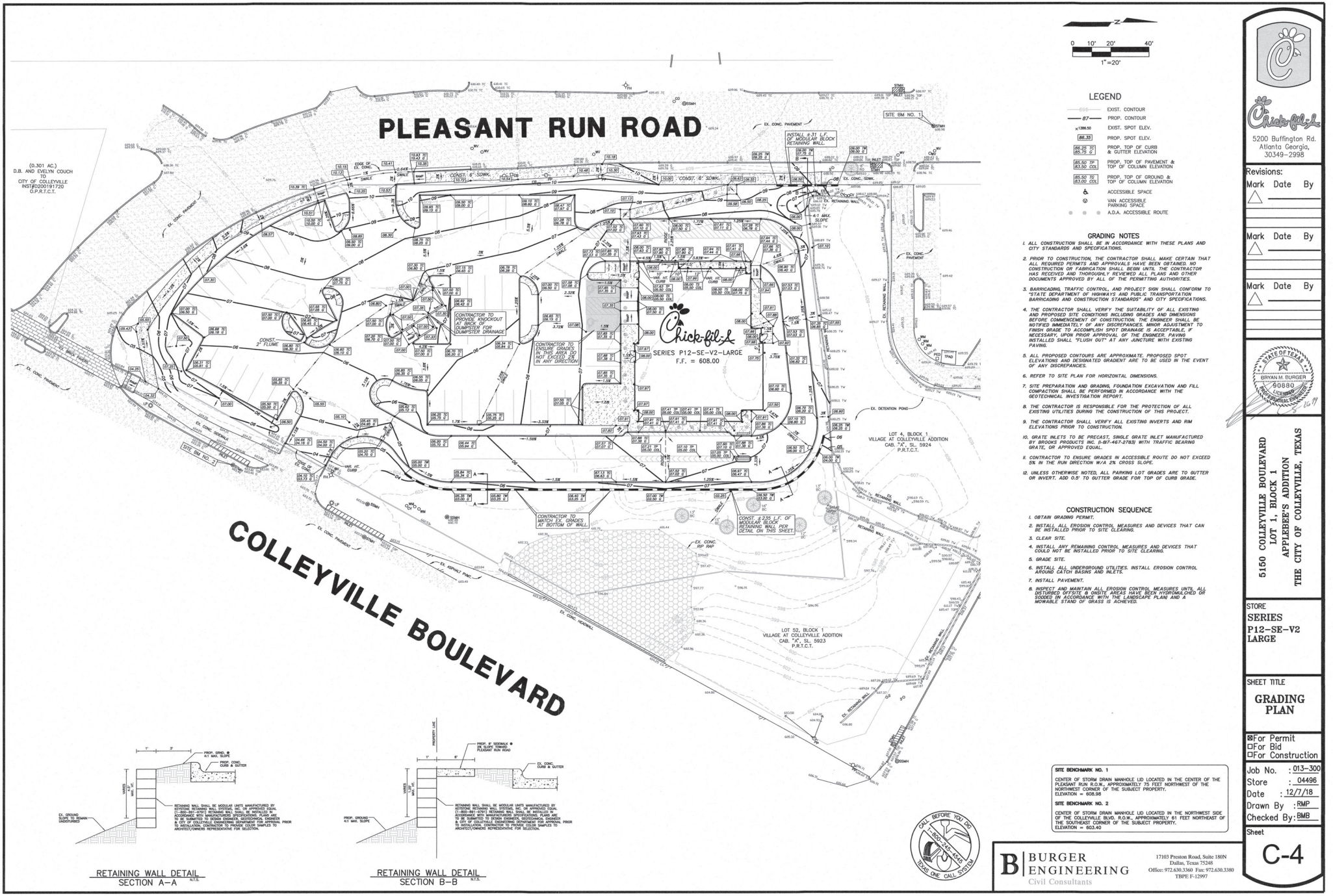
SHEET TITLE
LANDSCAPE PLAN

☒For Permit
☐For Bid
☐For Construction

Job No. : 013-300
Store : 04496
Date : 11/08/19
Drawn By : BCC
Checked By: BDA

Sheet
L-1

Drainage Plan and Utility Plan



5200 Buffington Rd.
Atlanta Georgia, 30349-2998

Revisions:

Mark	Date	By

BRYAN M. BURGER 90880 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

5150 COLLEYVILLE BOULEVARD
LOT 1, BLOCK 1
APPLEBEE'S ADDITION
THE CITY OF COLLEYVILLE, TEXAS

STORE
SERIES P12-SE-V2 LARGE

SHEET TITLE
GRADING PLAN

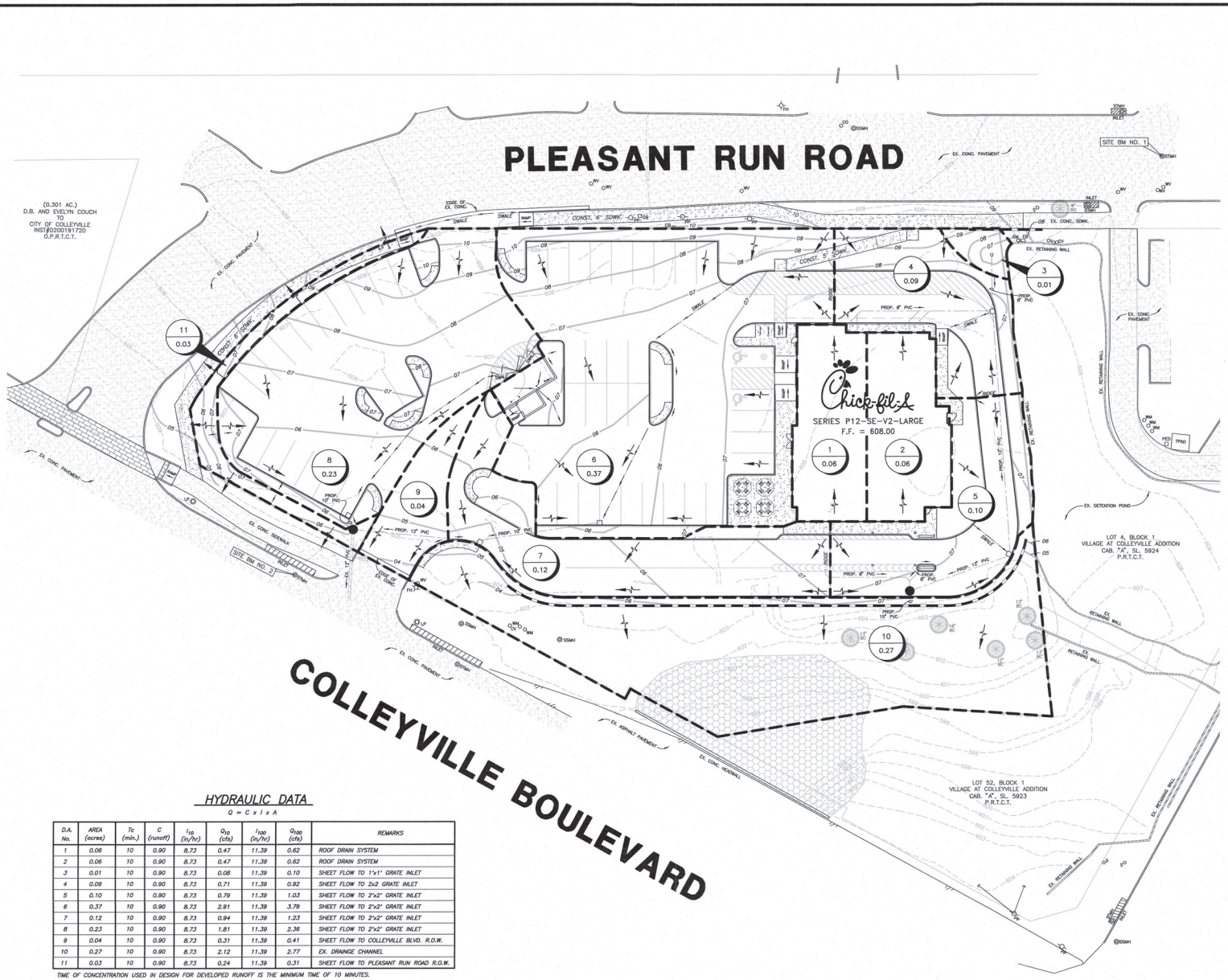
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☐For Construction

Job No. : 013-300
Store : 04496
Date : 12/7/18
Drawn By : RMP
Checked By: BMB

Sheet
C-4

BURGER ENGINEERING
Civil Consultants
17103 Preston Road, Suite 180N
Dallas, Texas 75248
Office: 972.630.3360 Fax: 972.630.3380
TBPE F-12997

Drainage Plan and Utility Plan



0 10' 20' 40'
1"=20'

LEGEND
- EXIST. CONTOUR
- PROP. CONTOUR
- 3 / 0.59 — DRAINAGE AREA NUMBER / ACRES
- DRAINAGE DIVIDE
- FLOW ARROW

HYDRAULIC DATA

$Q = C \times I \times A$

D.A. No.	AREA (acres)	Tc (min.)	C (runoff)	I_{10} (in/hr)	Q_{10} (cfs)	I_{100} (in/hr)	Q_{100} (cfs)	REMARKS
1	0.06	10	0.90	8.73	0.47	11.39	0.62	ROOF DRAIN SYSTEM
2	0.06	10	0.90	8.73	0.47	11.39	0.62	ROOF DRAIN SYSTEM
3	0.01	10	0.90	8.73	0.08	11.39	0.10	SHEET FLOW TO 1'x1' GRATE INLET
4	0.09	10	0.90	8.73	0.71	11.39	0.92	SHEET FLOW TO 2x2 GRATE INLET
5	0.10	10	0.90	8.73	0.79	11.39	1.03	SHEET FLOW TO 2'x2' GRATE INLET
6	0.37	10	0.90	8.73	2.91	11.39	3.79	SHEET FLOW TO 2'x2' GRATE INLET
7	0.12	10	0.90	8.73	0.94	11.39	1.23	SHEET FLOW TO 2'x2' GRATE INLET
8	0.23	10	0.90	8.73	1.81	11.39	2.36	SHEET FLOW TO 2'x2' GRATE INLET
9	0.04	10	0.90	8.73	0.31	11.39	0.41	SHEET FLOW TO COLLEYVILLE BLVD. R.O.W.
10	0.27	10	0.90	8.73	2.12	11.39	2.77	EX. DRAINGE CHANNEL
11	0.03	10	0.90	8.73	0.24	11.39	0.31	SHEET FLOW TO PLEASANT RUN ROAD R.O.W.

TIME OF CONCENTRATION USED IN DESIGN FOR DEVELOPED RUNOFF IS THE MINIMUM TIME OF 10 MINUTES.

SITE BENCHMARK NO. 1

CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE CENTER OF THE PLEASANT RUN R.O.W., APPROXIMATELY 75 FEET NORTHWEST OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 608.98

SITE BENCHMARK NO. 2

CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE NORTHWEST SIDE OF THE COLLEYVILLE BLVD. R.O.W., APPROXIMATELY 61 FEET NORTHEAST OF THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 603.40

CALL BEFORE YOU DIG
1-800-245-4545
TEXAS ONE CALL SYSTEM

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Chick-fil-A
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30349-2998

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BRYAN M. BURGER
90880
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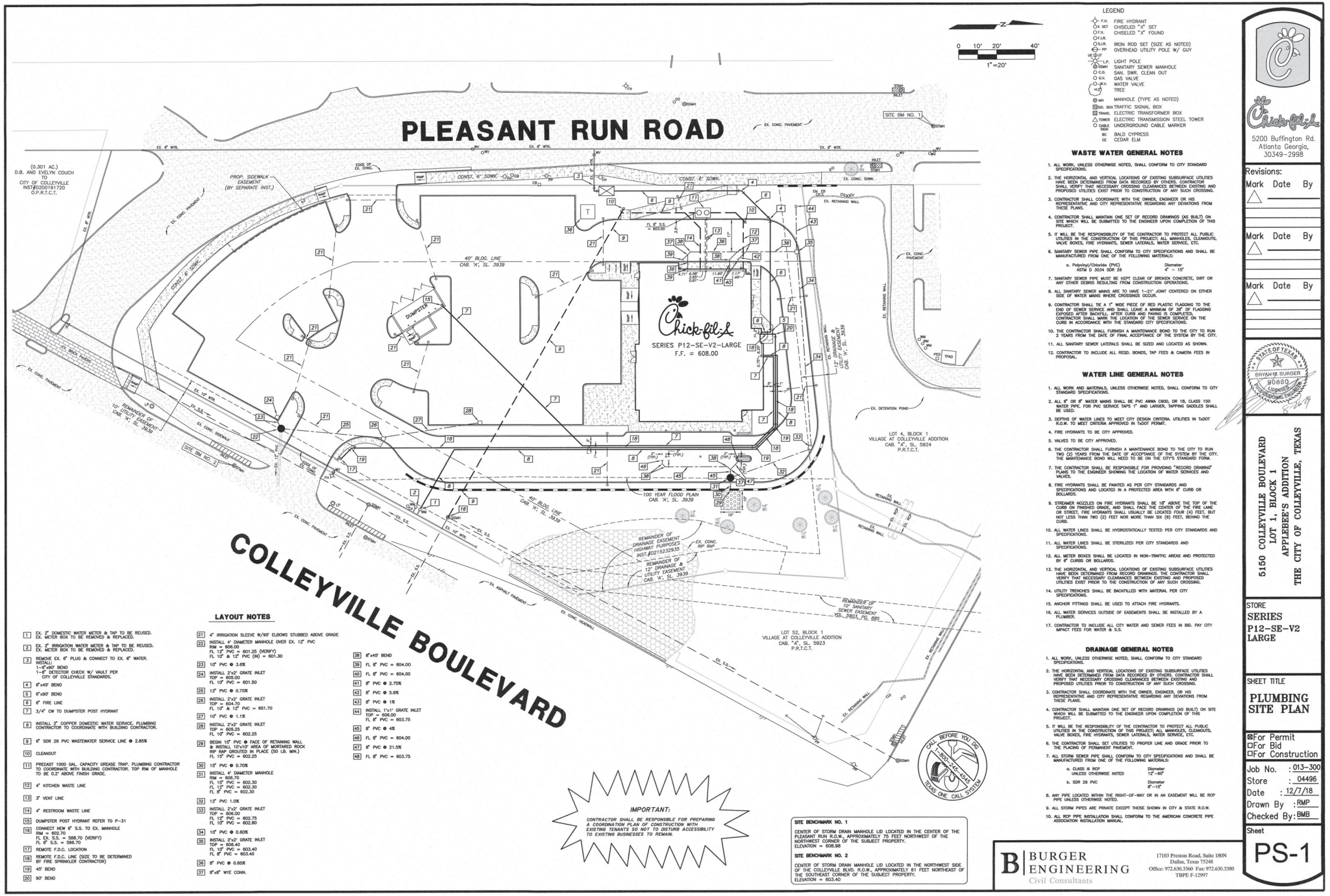
SHEET TITLE
DRAINAGE AREA MAP

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C-5

Drainage Plan and Utility Plan



LAYOUT NOTES

1. EX. 2" DOMESTIC WATER METER & TAP TO BE REUSED. EX. METER BOX TO BE REMOVED & REPLACED.
2. EX. 2" IRRIGATION WATER METER & TAP TO BE REUSED. EX. METER BOX TO BE REMOVED & REPLACED.
3. REMOVE EX. 6" PLUG & CONNECT TO EX. 6" WATER. INSTALL: 1-6"x90° BEND 1-6" DETECTOR CHECK W/ VAULT PER CITY OF COLLEYVILLE STANDARDS.
4. 6"x45° BEND
5. 6"x90° BEND
6. 6" FIRE LINE
7. 3/4" CW TO DUMPSTER POST HYDRANT
8. INSTALL 2" COPPER DOMESTIC WATER SERVICE. PLUMBING CONTRACTOR TO COORDINATE WITH BUILDING CONTRACTOR.
9. 6" SDR 26 PVC WASTEWATER SERVICE LINE @ 2.85%
10. CLEANOUT
11. PRECAST 1000 GAL. CAPACITY GREASE TRAP. PLUMBING CONTRACTOR TO COORDINATE WITH BUILDING CONTRACTOR. TOP RIM OF MANHOLE TO BE 0.2' ABOVE FINISH GRADE.
12. 4" KITCHEN WASTE LINE
13. 3" VENT LINE
14. 4" RESTROOM WASTE LINE
15. DUMPSTER POST HYDRANT REFER TO P-31
16. CONNECT NEW 6" S.S. TO EX. MANHOLE RIM = 602.70 FL EX. S.S. = 598.70 (VERIFY) FL 6" S.S. = 598.70
17. REMOTE F.D.C. LOCATION
18. REMOTE F.D.C. LINE (SIZE TO BE DETERMINED BY FIRE SPRINKLER CONTRACTOR)
19. 45° BEND
20. 90° BEND
21. 4" IRRIGATION SLEEVE W/90° ELBOWS STUBBED ABOVE GRADE
22. INSTALL 4' DIAMETER MANHOLE OVER EX. 12" PVC RIM = 606.00 FL 12" PVC = 601.25 (VERIFY) FL 10" & 12" PVC (IN) = 601.30
23. 10" PVC @ 3.6%
24. INSTALL 2'x2' GRATE INLET TOP = 605.00 FL 10" PVC = 601.50
25. 12" PVC @ 0.75%
26. INSTALL 2'x2' GRATE INLET TOP = 604.70 FL 10" & 12" PVC = 601.70
27. 10" PVC @ 1.1%
28. INSTALL 2'x2' GRATE INLET TOP = 605.25 FL 10" PVC = 602.25
29. BEGIN 15" PVC @ FACE OF RETAINING WALL & INSTALL 10'x10' AREA OF MORTARED ROCK RIP RAP GROUTED IN PLACE (50 LB. MIN.) FL 15" PVC = 602.25
30. 15" PVC @ 0.70%
31. INSTALL 4' DIAMETER MANHOLE RIM = 606.70 FL 15" PVC = 602.30 FL 12" PVC = 602.30 FL 8" PVC = 602.30
32. 12" PVC 1.0%
33. INSTALL 2'x2' GRATE INLET TOP = 606.00 FL 12" PVC = 602.75 FL 10" PVC = 602.80
34. 10" PVC @ 0.60%
35. INSTALL 2'x2' GRATE INLET TOP = 606.40 FL 10" PVC = 603.40 FL 8" PVC = 603.45
36. 8" PVC @ 0.85%
37. 8"x8" WYE CONN.
38. 8"x45° BEND
39. FL 8" PVC = 604.00
40. FL 8" PVC = 604.00
41. 8" PVC @ 2.75%
42. 8" PVC @ 5.9%
43. 8" PVC @ 1%
44. INSTALL 1'x1' GRATE INLET TOP = 606.00 FL 8" PVC = 603.75
45. 8" PVC @ 4%
46. FL 8" PVC = 604.00
47. 8" PVC @ 21.5%
48. FL 8" PVC = 603.75

IMPORTANT:
CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A COORDINATION PLAN OF CONSTRUCTION WITH EXISTING TENANTS SO NOT TO DISTURB ACCESSIBILITY TO EXISTING BUSINESSES TO REMAIN.

SITE BENCHMARK NO. 1
CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE CENTER OF THE PLEASANT RUN R.O.W., APPROXIMATELY 75 FEET NORTHWEST OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 608.98

SITE BENCHMARK NO. 2
CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE NORTHWEST SIDE OF THE COLLEYVILLE BLVD. R.O.W., APPROXIMATELY 61 FEET NORTHEAST OF THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 603.40

CALL BEFORE YOU DIG 1-800-545-6005 TEXAS ONE CALL SYSTEM

LEGEND

- F.H. FIRE HYDRANT
- S.F. SET CHISELED "X" SET
- F.F. CHISELED "X" FOUND
- F.I.R. IRON ROD SET (SIZE AS NOTED)
- S.I.R. OVERHEAD UTILITY POLE W/ GUY
- P.P.
- L.P. LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- C.O. SAN. SWR. CLEAN OUT
- G.V. GAS VALVE
- W.V. WATER VALVE
- TREE
- MH MANHOLE (TYPE AS NOTED)
- SIG. BOX TRAFFIC SIGNAL BOX
- TRANS. ELECTRIC TRANSFORMER BOX
- T.TOWER ELECTRIC TRANSMISSION STEEL TOWER
- CABLE TV UNDERGROUND CABLE MARKER
- BC BALD CYPRESS
- CE CEDAR ELM

WASTE WATER GENERAL NOTES

1. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO CITY STANDARD SPECIFICATIONS.
2. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN DETERMINED FROM DATA RECORDED BY OTHERS. CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSING CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO CONSTRUCTION OF ANY SUCH CROSSING.
3. CONTRACTOR SHALL COORDINATE WITH THE OWNER, ENGINEER OR HIS REPRESENTATIVE AND CITY REPRESENTATIVE REGARDING ANY DEVIATIONS FROM THESE PLANS.
4. CONTRACTOR SHALL MAINTAIN ONE SET OF RECORD DRAWINGS (AS BUILT) ON SITE WHICH WILL BE SUBMITTED TO THE ENGINEER UPON COMPLETION OF THIS PROJECT.
5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT; ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, SEWER LATERALS, WATER SERVICE, ETC.
6. SANITARY SEWER PIPE SHALL CONFORM TO CITY SPECIFICATIONS AND SHALL BE MANUFACTURED FROM ONE OF THE FOLLOWING MATERIALS:
   a. Polyvinyl Chloride (PVC) ASTM D 3034 SDR 26 — Diameter 4" – 15"
7. SANITARY SEWER PIPE MUST BE KEPT CLEAR OF BROKEN CONCRETE, DIRT OR ANY OTHER DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS.
8. ALL SANITARY SEWER MAINS ARE TO HAVE 1-21" JOINT CENTERED ON EITHER SIDE OF WATER MAINS WHERE CROSSINGS OCCUR.
9. CONTRACTOR SHALL TIE A 1" WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36" OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
10. THE CONTRACTOR SHALL FURNISH A MAINTENANCE BOND TO THE CITY TO RUN 2 YEARS FROM THE DATE OF FINAL ACCEPTANCE OF THE SYSTEM BY THE CITY.
11. ALL SANITARY SEWER LATERALS SHALL BE SIZED AND LOCATED AS SHOWN.
12. CONTRACTOR TO INCLUDE ALL REQD. BONDS, TAP FEES & CAMERA FEES IN PROPOSAL.

WATER LINE GENERAL NOTES

1. ALL WORK AND MATERIALS, UNLESS OTHERWISE NOTED, SHALL CONFORM TO CITY STANDARD SPECIFICATIONS.
2. ALL 6" OR 8" WATER MAINS SHALL BE PVC AWWA C900, DR 18, CLASS 150 WATER PIPE. FOR PVC SERVICE TAPS 1" AND LARGER, TAPPING SADDLES SHALL BE USED.
3. DEPTHS OF WATER LINES TO MEET CITY DESIGN CRITERIA. UTILITIES IN TxDOT R.O.W. TO MEET CRITERIA APPROVED IN TxDOT PERMIT.
4. FIRE HYDRANTS TO BE CITY APPROVED.
5. VALVES TO BE CITY APPROVED.
6. THE CONTRACTOR SHALL FURNISH A MAINTENANCE BOND TO THE CITY TO RUN TWO (2) YEARS FROM THE DATE OF ACCEPTANCE OF THE SYSTEM BY THE CITY. THE MAINTENANCE BOND WILL NEED TO BE ON THE CITY'S STANDARD FORM.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING "RECORD DRAWING" PLANS TO THE ENGINEER SHOWING THE LOCATION OF WATER SERVICES AND VALVES.
8. FIRE HYDRANTS SHALL BE PAINTED AS PER CITY STANDARDS AND SPECIFICATIONS AND LOCATED IN A PROTECTED AREA WITH 6" CURB OR BOLLARDS.
9. STREAMER NOZZLES ON FIRE HYDRANTS SHALL BE 18" ABOVE THE TOP OF THE CURB ON FINISHED GRADE, AND SHALL FACE THE CENTER OF THE FIRE LANE OR STREET. FIRE HYDRANTS SHALL USUALLY BE LOCATED FOUR (4) FEET, BUT NOT LESS THAN TWO (2) FEET NOR MORE THAN SIX (6) FEET, BEHIND THE CURB.
10. ALL WATER LINES SHALL BE HYDROSTATICALLY TESTED PER CITY STANDARDS AND SPECIFICATIONS.
11. ALL WATER LINES SHALL BE STERILIZED PER CITY STANDARDS AND SPECIFICATIONS.
12. ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS AND PROTECTED BY 6" CURBS OR BOLLARDS.
13. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN OBTAINED FROM RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THAT NECESSARY CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO THE CONSTRUCTION OF ANY SUCH CROSSING.
14. UTILITY TRENCHES SHALL BE BACKFILLED WITH MATERIAL PER CITY SPECIFICATIONS.
15. ANCHOR FITTINGS SHALL BE USED TO ATTACH FIRE HYDRANTS.
16. ALL WATER SERVICES OUTSIDE OF EASEMENTS SHALL BE INSTALLED BY A PLUMBER.
17. CONTRACTOR TO INCLUDE ALL CITY WATER AND SEWER FEES IN BID. PAY CITY IMPACT FEES FOR WATER & S.S.

DRAINAGE GENERAL NOTES

1. ALL WORK, UNLESS OTHERWISE NOTED, SHALL CONFORM TO CITY STANDARD SPECIFICATIONS.
2. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBSURFACE UTILITIES HAVE BEEN DETERMINED FROM DATA RECORDED BY OTHERS. CONTRACTOR SHALL VERIFY THAT NECESSARY CROSSING CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION OF ANY SUCH CROSSING.
3. CONTRACTOR SHALL COORDINATE WITH THE OWNER, ENGINEER, OR HIS REPRESENTATIVE AND CITY REPRESENTATIVE REGARDING ANY DEVIATIONS FROM THESE PLANS.
4. CONTRACTOR SHALL MAINTAIN ONE SET OF RECORD DRAWINGS (AS BUILT) ON SITE WHICH WILL BE SUBMITTED TO THE ENGINEER UPON COMPLETION OF THIS PROJECT.
5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT; ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, SEWER LATERALS, WATER SERVICE, ETC.
6. THE CONTRACTOR SHALL SET UTILITIES TO PROPER LINE AND GRADE PRIOR TO THE PLACING OF PERMANENT PAVEMENT.
7. ALL STORM SEWER PIPE SHALL CONFORM TO CITY SPECIFICATIONS AND SHALL BE MANUFACTURED FROM ONE OF THE FOLLOWING MATERIALS:
   a. CLASS III RCP UNLESS OTHERWISE NOTED — Diameter 12"–60"
   b. SDR 26 PVC — Diameter 8"–15"
8. ANY PIPE LOCATED WITHIN THE RIGHT-OF-WAY OR IN AN EASEMENT WILL BE RCP PIPE UNLESS OTHERWISE NOTED.
9. ALL STORM PIPES ARE PRIVATE EXCEPT THOSE SHOWN IN CITY & STATE R.O.W.
10. ALL RCP PIPE INSTALLATION SHALL CONFORM TO THE AMERICAN CONCRETE PIPE ASSOCIATION INSTALLATION MANUAL.

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Revisions:

Mark	Date	By

STATE OF TEXAS — BRYAN W. BURGER — 90680 — LICENSED PROFESSIONAL ENGINEER

5150 COLLEYVILLE BOULEVARD
LOT 1, BLOCK 1
APPLEBEE'S ADDITION
THE CITY OF COLLEYVILLE, TEXAS

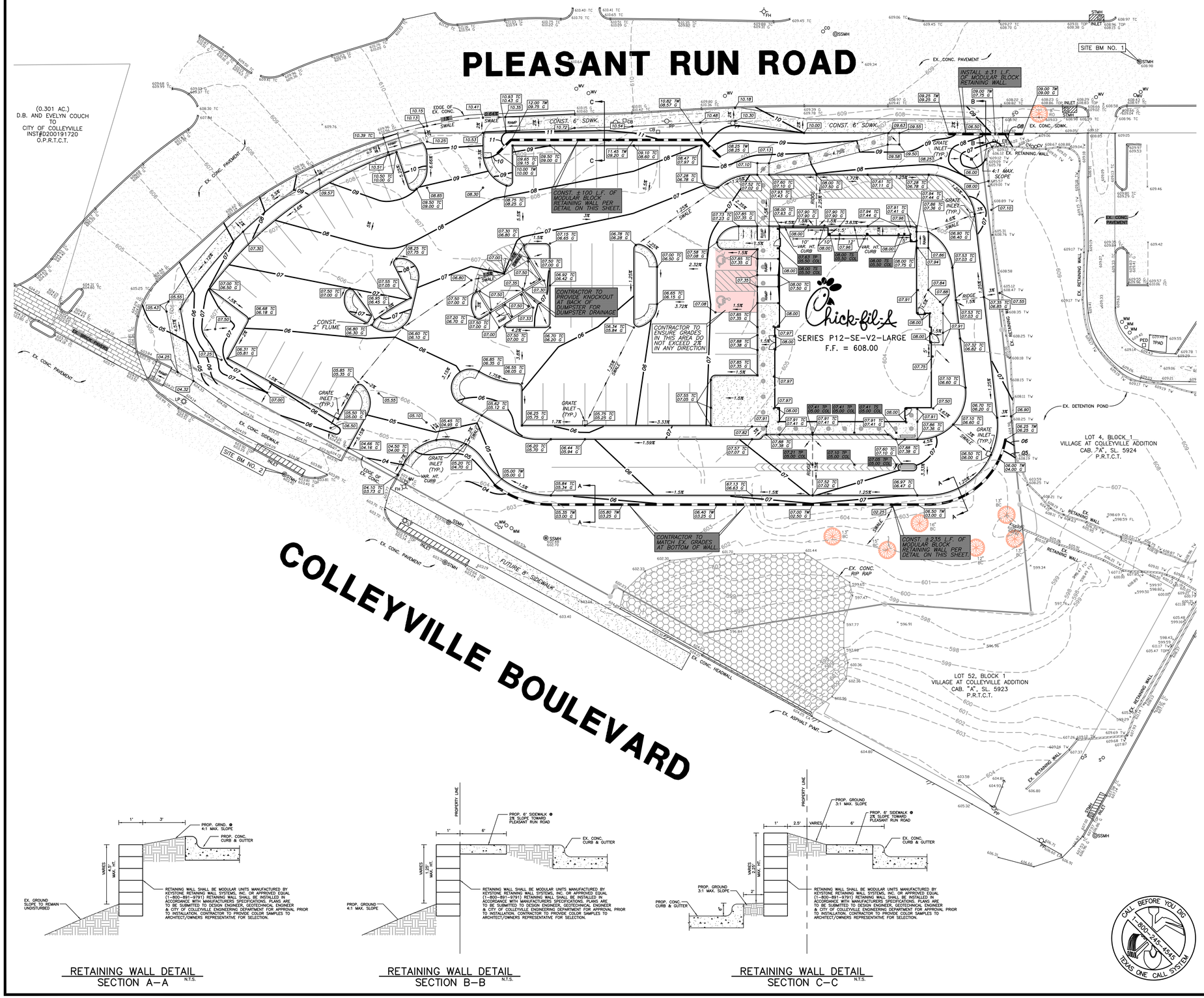
STORE
SERIES P12-SE-V2 LARGE

SHEET TITLE
PLUMBING SITE PLAN

☒For Permit
☐For Bid
☐For Construction

Job No. : 013-300
Store : 04496
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Sheet
PS-1



0 10' 20' 40'

1"=20'

LEGEND

- 696 — EXIST. CONTOUR
- 87 — PROP. CONTOUR
- x1386.50 — EXIST. SPOT ELEV.
- 86.35 — PROP. SPOT ELEV.
- 86.25 TC / 85.75 G — PROP. TOP OF CURB & GUTTER ELEVATION
- 85.50 TP / 83.50 COL — PROP. TOP OF PAVEMENT & TOP OF COLUMN ELEVATION
- 85.50 TG / 83.00 COL — PROP. TOP OF GROUND & TOP OF COLUMN ELEVATION
- ♿ — ACCESSIBLE SPACE
- Ⓥ — VAN ACCESSIBLE PARKING SPACE
- ● ● ● — A.D.A. ACCESSIBLE ROUTE

GRADING NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS AND CITY STANDARDS AND SPECIFICATIONS.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
3. BARRICADING, TRAFFIC CONTROL, AND PROJECT SIGN SHALL CONFORM TO "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION BARRICADING AND CONSTRUCTION STANDARDS" AND CITY SPECIFICATIONS.
4. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENT TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE, IF NECESSARY, UPON PRIOR APPROVAL OF THE ENGINEER. PAVING INSTALLED SHALL "FLUSH OUT" AT ANY JUNCTURE WITH EXISTING PAVING.
5. ALL PROPOSED CONTOURS ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN THE EVENT OF ANY DISCREPANCIES.
6. REFER TO SITE PLAN FOR HORIZONTAL DIMENSIONS.
7. SITE PREPARATION AND GRADING, FOUNDATION EXCAVATION AND FILL COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
9. THE CONTRACTOR SHALL VERIFY ALL EXISTING INVERTS AND RIM ELEVATIONS PRIOR TO CONSTRUCTION.
10. GRATE INLETS TO BE PRECAST, SINGLE GRATE INLET MANUFACTURED BY BROOKS PRODUCTS INC. (1-817-467-2783) WITH TRAFFIC BEARING GRATE, OR APPROVED EQUAL.
11. CONTRACTOR TO ENSURE GRADES IN ACCESSIBLE ROUTE DO NOT EXCEED 5% IN THE RUN DIRECTION W/A 2% CROSS SLOPE.
12. UNLESS OTHERWISE NOTED, ALL PARKING LOT GRADES ARE TO GUTTER OR INVERT. ADD 0.5' TO GUTTER GRADE FOR TOP OF CURB GRADE.

CONSTRUCTION SEQUENCE

1. OBTAIN GRADING PERMIT.
2. INSTALL ALL EROSION CONTROL MEASURES AND DEVICES THAT CAN BE INSTALLED PRIOR TO SITE CLEARING.
3. CLEAR SITE.
4. INSTALL ANY REMAINING CONTROL MEASURES AND DEVICES THAT COULD NOT BE INSTALLED PRIOR TO SITE CLEARING.
5. GRADE SITE.
6. INSTALL ALL UNDERGROUND UTILITIES. INSTALL EROSION CONTROL AROUND CATCH BASINS AND INLETS.
7. INSTALL PAVEMENT.
8. INSPECT AND MAINTAIN ALL EROSION CONTROL MEASURES UNTIL ALL DISTURBED OFFSITE & ONSITE AREAS HAVE BEEN HYDROMULCHED OR SODDED (IN ACCORDANCE WITH THE LANDSCAPE PLAN) AND A MOWABLE STAND OF GRASS IS ACHIEVED.

RETAINING WALL DETAIL
SECTION A–A
N.T.S.

RETAINING WALL DETAIL
SECTION B–B
N.T.S.

RETAINING WALL DETAIL
SECTION C–C
N.T.S.

CALL BEFORE YOU DIG 1-800-245-4545 TEXAS ONE CALL SYSTEM

SITE BENCHMARK NO. 1

CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE CENTER OF THE PLEASANT RUN R.O.W., APPROXIMATELY 75 FEET NORTHWEST OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 608.98

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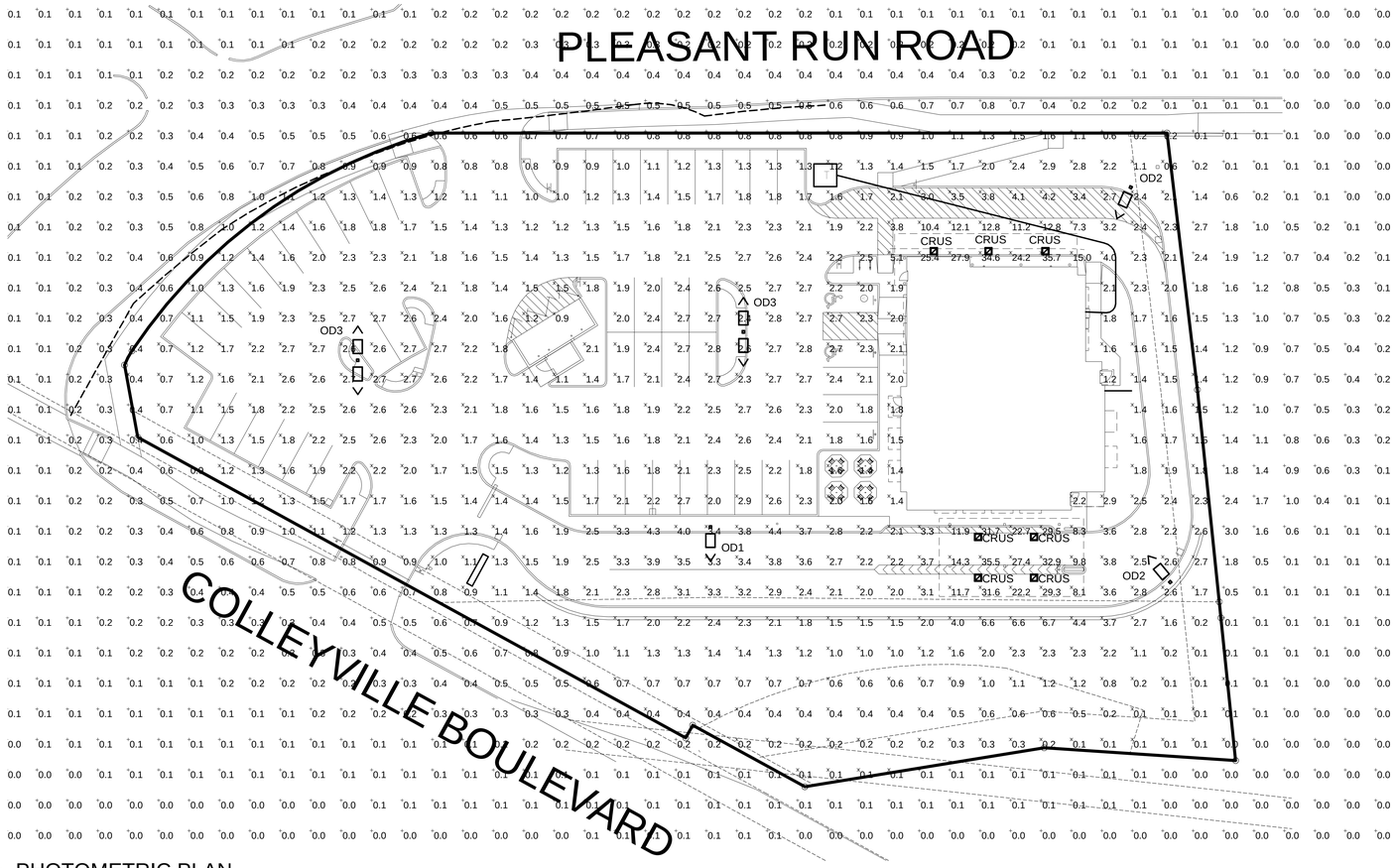
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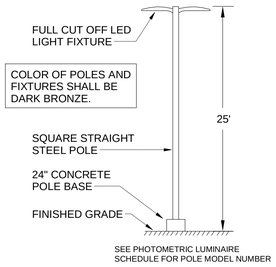
Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	OD1	1	EATON - LUMARK (FORMER COOPER LIGHTING)	PRV-A60-D-UNV-T3-BZ	2	9500	0.9	163
	OD2	2	EATON - LUMARK (FORMER COOPER LIGHTING)	PRV-A60-D-UNV-T4-BZ-HSS	2	8629	0.9	163
	OD3	2	EATON - LUMARK (FORMER COOPER LIGHTING)	PRV-A60-D-UNV-T5-BZ	2	9814	0.9	326
	CRUS	7	LSI INDUSTRIES, INC	CRUS-SC-LED-LW-30	1	9966	0.95	73.5
OD POLE SHALL BE A 23' SQUARE STRAIGHT STEEL POLE BY EATON #SSS4A23SFC1/2X								

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.3 fc	35.7 fc	0.0 fc	N/A	N/A
CFA Lot Summary	×	2.8 fc	35.7 fc	0.0 fc	N/A	N/A
Parking Lot Summary	×	1.9 fc	2.9 fc	0.8 fc	3.6:1	2.4:1



A1 PHOTOMETRIC PLAN
1" = 20'-0"

20' 10' 0' 20' 40'



A3 SITE LIGHTING POLE DETAIL
N.T.S.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Kurzynske & Associates
2900 Lebanon Pike, Ste 201
Nashville, Tennessee 37214
Telephone: (615) 255-5203
Fax: (615) 255-5207
Email: mail@kurzynske.com

TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NUMBER 10225

STATE OF TEXAS — MARK ANTHONY STEVENS — 93104 — LICENSED PROFESSIONAL ENGINEER
09/13/19

CHICK-FIL-A
COLLEYVILLE BLVD & MAIN FSR
5150 COLLEYVILLE BLVD
COLLEYVILLE, TX 76034

FSR#04496

BUILDING TYPE / SIZE: P12 SIT LRG
RELEASE:

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

PERMIT

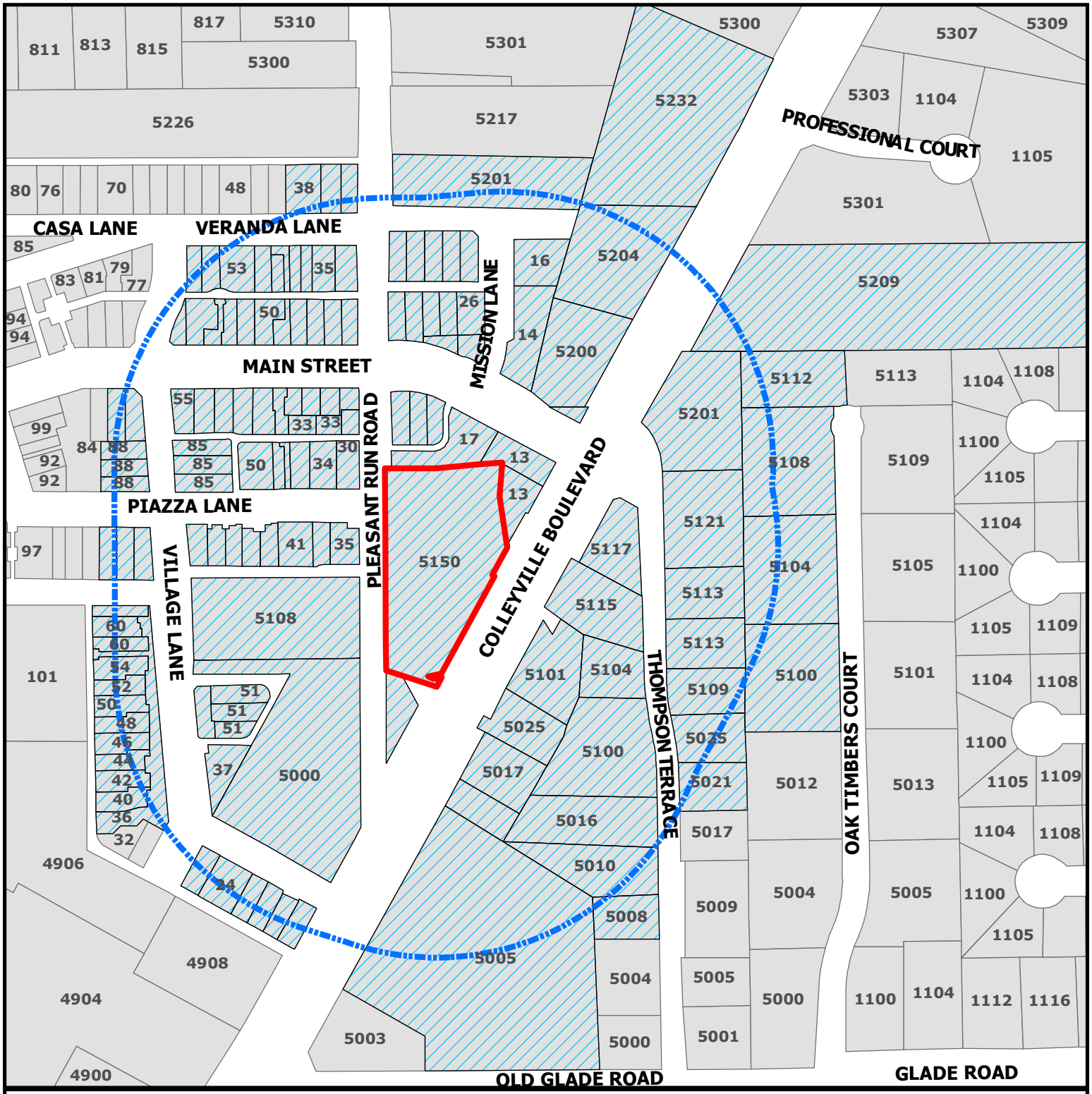
CONSULTANT PROJECT #	19137.MA.S
PRINTED FOR	PERMIT
DATE	09/13/2019
DRAWN BY	BTS

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SHEET: PHOTOMETRIC PLAN

SHEET NUMBER: **E-102**

Notification Map



CITY OF COLLEYVILLE TEXAS

ZC19-014

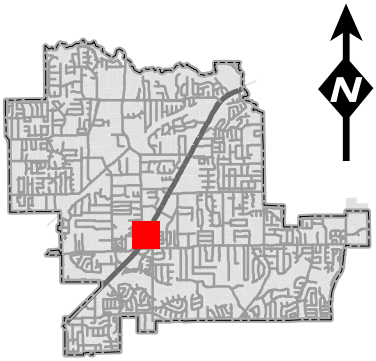
5150 Colleyville Blvd

DISCLAIMER:
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Subject Property

500ft Buffer

Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	58 MAIN ST
LAKE, WILLIAM D	51 PIAZZA LN	COLLEYVILLE, TX	76034	53 PIAZZA LN # 111
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5100 COLLEYVILLE BLVD
DUCIC, KIMBERLY	37 PIAZZA LN	COLLEYVILLE, TX	76034	37 PIAZZA LN
HAMM, DAVID A	6109 EQUESTRIAN CT	COLLEYVILLE, TX	76034	32 VERANDA LN # 112
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	43 VERANDA LN
SIDES, JOSEPH D	2911 COMPTON RD	NASHVILLE, TN	37215	5109 THOMPSON TERR
SIDES, JOSEPH D	2911 COMPTON RD	NASHVILLE, TN	37215	5113 THOMPSON TERR
BOES, MARK	34 VERNADA LN # 210	COLLEYVILLE, TX	76034	34 VERANDA LN # 211
HANDLEY, RICHARD	88 VILLAGE LN #200	COLLEYVILLE, TX	76034	88 VILLAGE LN # 28 610
BUCHWALD, RUDOLPH W	1309 ASHFORD CT	COLLEYVILLE, TX	76034	5025 COLLEYVILLE BLVD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	12 VILLAGE LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	42 PIAZZA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	16 MAIN ST
NEW, JOE	61 PIAZZA LN	COLLEYVILLE, TX	76034	61 PIAZZA LN # 510
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
BUCHANAN LUBBOCK PROPERTIES	3410 LAKE CREEK TR	MANSFIELD, TX	76063	51 VILLAGE LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	17 MAIN ST
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
QUAKE ENTERPRISES LLC	85 VILLAGE LN STE 150	COLLEYVILLE, TX	76034	85 VILLAGE LN
BUCHANAN LUBBOCK PROPERTIES	3410 LAKE CREEK TR	MANSFIELD, TX	76063	51 VILLAGE LN
MCNOSKY, ANTHONY T	5108 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5108 PLEASANT RUN RD
VILLAGE MONTICELLO PRTNS LTD	909 LAKE CAROLYN PKWY STE 150	IRVING, TX	75039	14 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	35 VERANDA LN # 312
BUCHANAN LUBBOCK PROPERTIES	3410 LAKE CREEK TR	MANSFIELD, TX	76063	51 VILLAGE LN
GIFFORD, T	33 MAIN ST #260	COLLEYVILLE, TX	76034	33 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5209 COLLEYVILLE BLVD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
BOBBY MOORE FAMILY LP	6113 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	46 PIAZZA LN # 36 110
BAJRAM & RUZDI INVESTMENTS LLC	206 MILL WOOD DR	COLLEYVILLE, TX	76034	5150 COLLEYVILLE BLVD
RYAN WAYNE PROPERTIES LLC	5017 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	5016 THOMPSON TERR
GILLILAND, DOUGLAS H	9285 HUNTINGTON SQ # 100	NORTH RICHLAND HILLS, TX	76182	55 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 210
FRUSHER, DONALD	35 PIAZZA LN # 38110	COLLEYVILLE, TX	76034	35 PIAZZA LN # 38 111
BUCHWALD, RUDOLPH W	1309 ASHFORD CT	COLLEYVILLE, TX	76034	5101 COLLEYVILLE BLVD
ROBBINS, PHILIP MARK	212 PHEASANT RUN	HIGHLANDS, NC	28741	55 PIAZZA LN # 212
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	41 PIAZZA LN
ROGERS, J ANDREW	201 MAIN ST STE 2500	FORT WORTH, TX	76102	30 PIAZZA LN
JPMORGAN CHASE BANK	PO BOX 2558	HOUSTON, TX	77252	5000 COLLEYVILLE BLVD
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX	76034	5201 PLEASANT RUN RD
DUNN, REX A	312 MARSEILLE DR	HURST, TX	76054	5010 THOMPSON TERR
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	13 MAIN ST
GIBSON, NORMAN C	113 TIMBERLINE DR S	COLLEYVILLE, TX	76034	5115 COLLEYVILLE BLVD
GIBSON, NORMAN C	113 TIMBERLINE DR S	COLLEYVILLE, TX	76034	5117 COLLEYVILLE BLVD
GULICK, CYLDE E	5100 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5100 OAK TIMBERS CT
MODERN HOLDINGS LLC	PO BOX 92083	SOUTHLAKE, TX	76092	5100 THOMPSON TERR
SUNDER HOLDINGS LLC	11464 HARRY HINES BLVD	DALLAS, TX	75229	5201 COLLEYVILLE BLVD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
DUNAGAN, KETRINA	57 PIAZZA LN # 310	COLLEYVILLE, TX	76034	57 PIAZZA LN # 310
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	38 VERANDA LN
KRAFTHOEFER, ASHLEY	38 PIAZZA LN	COLLEYVILLE, TX	76034	38 PIAZZA LN # 37 310
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	20 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
COCANOUGHER ASSET NO 3 LTD	6851 NE LOOP 820 STE 200	NORTH RICHLAND HILLS, TX	76180	5005 COLLEYVILLE BLVD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	18 MAIN ST
HANNA, MAGY H	5021 THOMPSON TERR	COLLEYVILLE, TX	76034	5021 THOMPSON TERR
O'BRIEN, PETER	88 VILLAGE LN #28 411	COLLEYVILLE, TX	76034	88 VILLAGE LN # 28 410
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	53 VERANDA LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	47 VILLAGE LN
SWIGART, CAROL	5104 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5104 OAK TIMBERS CT
RYAN WAYNE PROPERTIES LLC	5017 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	5017 COLLEYVILLE BLVD
WEAVER, SUSAN R	55 MAIN ST STE 310	COLLEYVILLE, TX	76034	55 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	24 VILLAGE LN
LFA PROPERTIES LLC	7904 SHEFFIELD CT	NORTH RICHLAND HILLS, TX	76182	
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	35 VERANDA LN # 411
SIDES, JOSEPH D	2911 COMPTON RD	NASHVILLE, TN	37215	5113 THOMPSON TERR
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
TMI INTERNATIONAL LLC	5013 COLLEYVILLE BLVD SUITE 10	COLLEYVILLE, TX	76034	5013 COLLEYVILLE BLVD
DUNN, REX A	312 MARSEILLE DR	HURST, TX	76054	5008 THOMPSON TERR
TRINITY COLLEVILLE RE LLC	88 VILLAGE LN STE 150	COLLEYVILLE, TX	76034	88 VILLAGE LN # 28 510
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	23 MAIN ST
G & B COLLEYVILLE LLC	75 MAIN ST STE 100	COLLEYVILLE, TX	76034	75 MAIN ST # 28 112
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	42 MAIN ST
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
DDK REAL ESTATE INV LLC	PO BOX 1131	COLLEYVILLE, TX	76034	5204 COLLEYVILLE BLVD
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 211
JRSR PROPERTIES LLC	5121 THOMPSON TERR	COLLEYVILLE, TX	76034	5121 THOMPSON TERR
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	13 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 112
THOMAS MONROE PROPERTIES LLC	825 REGINA CT	COLLEYVILLE, TX	76034	59 PIAZZA LN # 411
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 211
REALTY CAPITAL VILLAGE #1 LP	8333 DOUGLAS AVE STE 110	DALLAS, TX	75225	85 VILLAGE LN
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
BENNETT, RENA-MARIE	34 PIAZZA LN # 37	COLLEYVILLE, TX	76034	34 PIAZZA LN # 37
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	12 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	50 PIAZZA LN
2 SBC LLC	7506 MT VERNON DR	COLLEYVILLE, TX	76034	37 VILLAGE LN
GIBSON, NORMAN C	113 TIMBERLINE DR S	COLLEYVILLE, TX	76034	5104 THOMPSON TERR
CAREW, PAT	2106 STONEHAVEN DR	COLLEYVILLE, TX	76034	5108 OAK TIMBERS CT
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
FARRAR, NANCY KAREN	33 MAIN ST STE 200	COLLEYVILLE, TX	76034	33 MAIN ST
BEAM REAL ESTATE LLC	14455 WEBB CHAPEL RD	FARMERS BRANCH, TX	75234	5200 COLLEYVILLE BLVD
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
SOUMPHONPHAKDY, ANOULONE	5025 THOMPSON TERR	COLLEYVILLE, TX	76034	5025 THOMPSON TERR
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	43 MAIN ST
HEA21 LLC	6406 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	28 VILLAGE LN
COLLEYVILLE LOFTS VENTURE LLC	1430 BROADWAY 14TH FLR	NEW YORK, NY	10018	5232 COLLEYVILLE BLVD # 1
KSW HOLDING MANSFIELD LP	2606 LILLIAN MILLER PKWY	DENTON, TX	76210	85 PIAZZA LN
KSW HOLDING MANSFIELD LP	2606 LILLIAN MILLER PKWY	DENTON, TX	76210	85 PIAZZA LN
KSW HOLDING MANSFIELD LP	2606 LILLIAN MILLER PKWY	DENTON, TX	76210	85 PIAZZA LN
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 110
RP GROUP INVESTMENTS LLC	3213 EDWARDS DR	PLANO, TX	75025	85 VILLAGE LN
G & B COLLEYVILLE LLC	75 MAIN ST STE 100	COLLEYVILLE, TX	76034	75 MAIN ST # 28 211
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 112
WADLEY FAMILY HOLDING INC	33 MAIN ST 160	COLLEYVILLE, TX	76034	33 MAIN ST
XU, SHENG	2113 BRENTCOVE DR	GRAPEVINE, TX	76051	33 MAIN ST
CARDINI, ANTOINETTE	33 MAIN ST 230	COLLEYVILLE, TX	76034	33 MAIN ST
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX	76034	33 MAIN ST
TULLY, SUSAN	33 MAIN ST # 240	COLLEYVILLE, TX	76034	33 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	36 VILLAGE LN
52 VILLAGE LANE LLC	1410 EAGLE BEND	SOUTHLAKE, TX	76092	52 VILLAGE LN
SC COLLEYVILLE-60 VILLAGE LANE	505 PECAN ST STE 101	FORT WORTH, TX	76102	60 VILLAGE LN # 310
SC COLLEYVILLE-60 VILLAGE LANE	505 PECAN ST STE 101	FORT WORTH, TX	76102	60 VILLAGE LN # 212
SC COLLEYVILLE-60 VILLAGE LANE	505 PECAN ST STE 101	FORT WORTH, TX	76102	60 VILLAGE LN # 111
ZIMMERMAN, THERESA	54 VILLAGE LN	COLLEYVILLE, TX	76034	54 VILLAGE LN
JAMES, JESSIE	40 VILLAGE LN	COLLEYVILLE, TX	76034	40 VILLAGE LN
OWENS, DIANNE	44 VILLAGE LN	COLLEYVILLE, TX	76034	44 VILLAGE LN
STALEY, JENNIFER	46 VILLAGE LN	COLLEYVILLE, TX	76034	46 VILLAGE LN
WEESE, DENNIS	707 HARDING WAY SE	HUNTSVILLE, AL	35802	50 VILLAGE LN
JORDAN, JENNIFER	48 VILLAGE LN	COLLEYVILLE, TX	76034	48 VILLAGE LN
GRIFFIN, REGINAL	42 VILLAGE LN	COLLEYVILLE, TX	76034	42 VILLAGE LN
ISBELL, STEVE E	5112 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5112 OAK TIMBERS CT
RIVERWALK AT COLLEYVILLE	P.O. BOX 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
BURGER, BRYAN	17103 PRESTON ROAD, STE. 108N	DALLAS, TX	75248	APPLICANT

Public hearing notices were mailed on September 27, 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, October 14, 2019 at 7:00 p.m.
City Council Meetings: Tuesday, November 5, 2019 & Tuesday, November 19, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial. The purpose is to rezone in order to allow for a Chick-Fil-A restaurant that includes a drive-thru.
Zoning Case:	ZC19-014
Applicant:	Bryan Burger
Owner:	Bajam Boileu
Location:	5150 Colleyville Blvd
Property Description:	Lot 1, Block 1, Applebee's Addition
Present Zoning:	CC-1 Village Retail

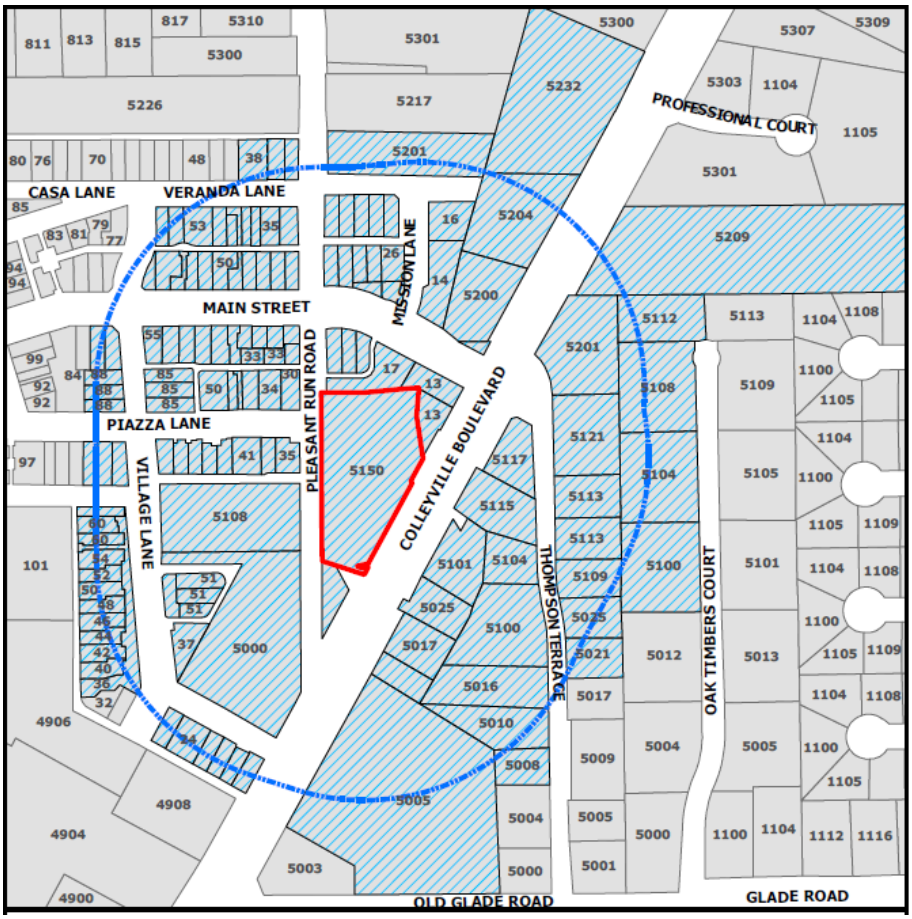
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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 76034. 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-19-2102

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 1.378 ACRES ON LOT 1, BLOCK 1, IN THE APPLEBEE'S ADDITION, LOCATED AT 5150 COLLEYVILLE BOULEVARD FROM THE CC-1 VILLAGE RETAIL DISTRICT TO THE PUD-C PLANNED UNIT DEVELOPMENT – COMMERCIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC19-014; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners

generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.378 acres on Lot 1, Block 1, in the Applebee's Addition, located at 5150 Colleyville Boulevard from the CC-1 Village Retail zoning district to the PUD-C Planned Unit Development – Commercial zoning district, as depicted in the attached Exhibit "A" and Exhibit "C", and as described in Exhibit "B".

Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The purpose of this PUD-C is to allow for a restaurant with drive-thru totaling approximately 5,064 square feet.

b. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".

c. The proposed development is subject to CC-1 Shopping Center zoning district and all the associated regulations contained in the Land Development Code, except as amended by this Ordinance.

2. DEVELOPMENT PLAN

a. The development shall be generally consistent with the Site Plan, Building Elevations and Landscape Plan attached in Exhibit "C" and Exhibit "D".

3. PERMITTED USES

a. Uses shall be those allowed in the CC-1 Village Retail zoning district.

b. The restaurant with drive-through use, as depicted in the attached exhibits, shall be a permitted use.

4. BUILDING DESIGN

a. The restaurant shall be generally consistent with the building elevations and specified material depicted in Exhibit "C".

5. LANDSCAPING

a. The 20 foot landscape buffer required along Colleyville Boulevard shall be allowed to be reduced to 10.5 feet adjacent to the 6 spaces near Pleasant Run Road.

b. The landscape area shall be provided as generally depicted in Exhibit "D".

6. OTHER

a. In lieu of a solid 30 inch wall along Pleasant Run Road opposite of residential uses, a 30 inch high live screening of shrubbery to match what exists in the parking lot to the north of Chick-fil-A is required and as shown in Exhibit "D".

7. PARKING

a. A total of forty-nine (49) parking spaces shall be required for the restaurant.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

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

Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of November 2019.

The second reading and public hearing was conducted November 19, 2019, at which time the ordinance was tabled.

An additional public hearing was conducted on the 3rd day of December 2019.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, ON THIS THE 3RD DAY OF DECEMBER 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:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

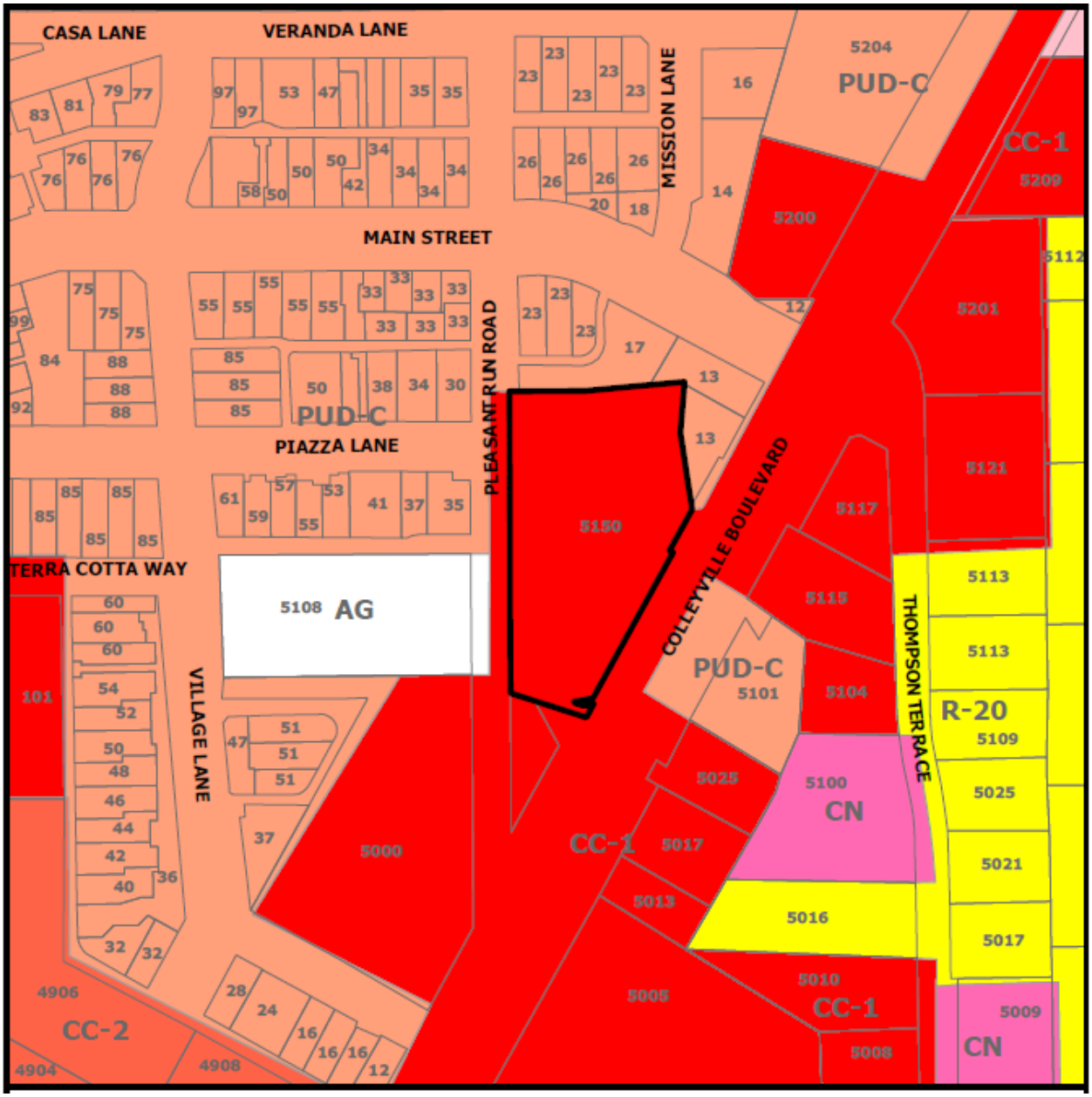
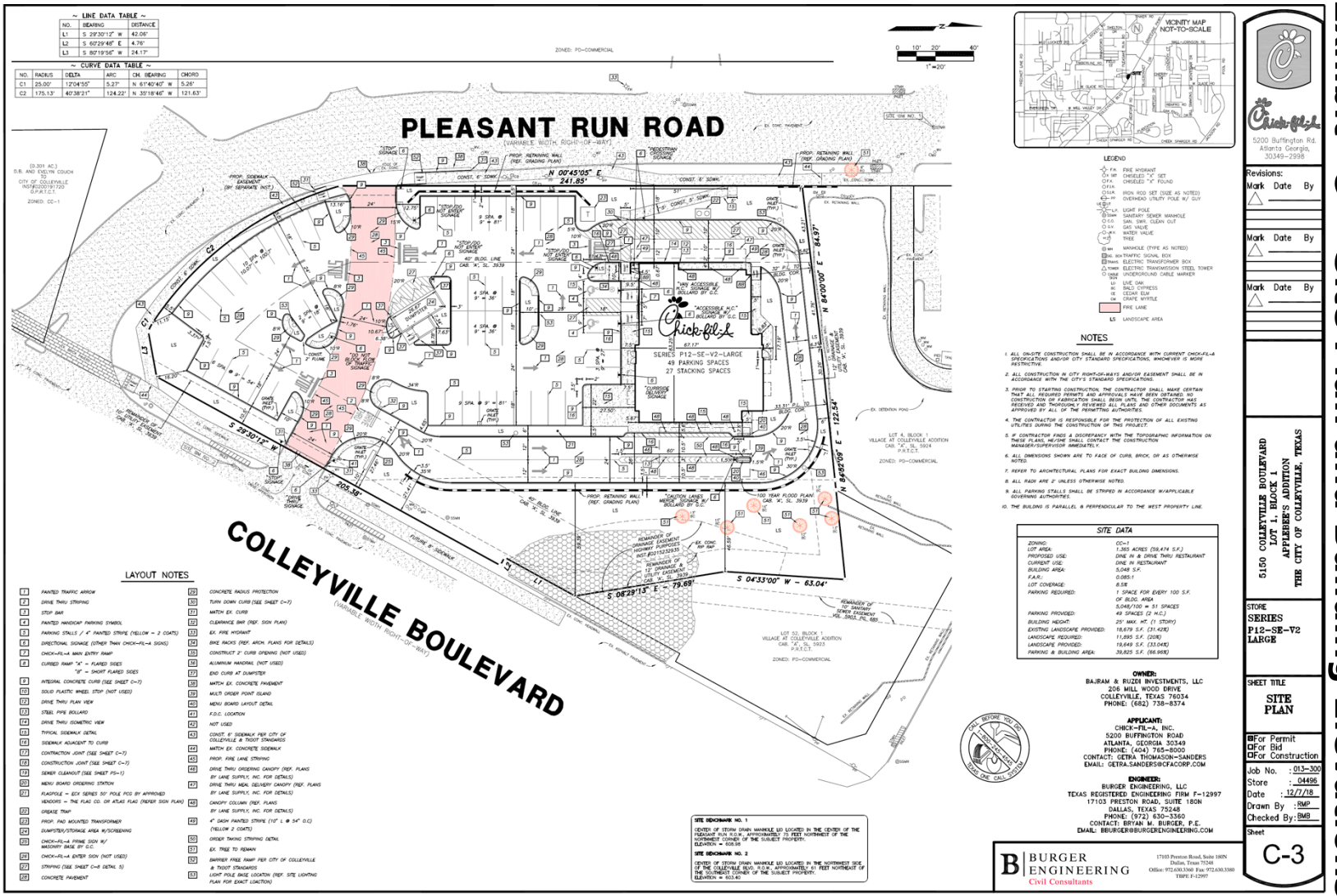


Exhibit "B" – Statement of Planning Objectives

Statement of Planning Objectives

The property located at 5150 Colleyville Boulevard and platted as Lot 1, Block 1 – Applebee's Addition is currently developed as a dine-in restaurant that has been abandoned for quite some time. Chick-fil-A is proposing to demolish the existing abandoned dine-in restaurant and develop a new dine-in and drive-through restaurant. The development of the Chick-fil-A restaurant will require the property to be rezoned from Community Commercial – 1 to Planned Unit Development. The Chick-fil-A development will provide an approximately 5,064 s.f. building a with drive-through window, multi-lane order point stations with canopy, an outside meal delivery canopy at the drive through window, 49 parking spaces, and associated access drives. The Chick-fil-A will utilize the existing access points from Colleyville Boulevard and Pleasant Run Road as currently constructed.

Exhibit "C" –Site Plan and Building Elevations



~ LINE DATA TABLE ~

NO.	BEARING	DISTANCE
L1	S 29°30'12" W	42.06'
L2	S 60°29'48" E	4.76'
L3	S 80°19'56" W	24.17'

~ CURVE DATA TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	25.00'	12°04'55"	5.27'	N 61°40'40" W	5.26'
C2	175.13'	40°38'21"	124.22'	N 35°18'46" W	121.63'

LAYOUT NOTES

1. PAINTED TRAFFIC ARROW
2. DRIVE THRU STRIPING
3. STOP BAR
4. PAINTED HANDICAP PARKING SYMBOL
5. PARKING STALLS / 4" PAINTED STRIPE (YELLOW = 2 COATS)
6. DIRECTIONAL SIGNAGE (OTHER THAN CHICK-FIL-A SIGNS)
7. CHICK-FIL-A MAIN ENTRY RAMP
8. CURBED RAMP "A" – FLARED SIDES
   "B" – SHORT FLARED SIDES
9. INTEGRAL CONCRETE CURB (SEE SHEET C-7)
10. SOLID PLASTIC WHEEL STOP (NOT USED)
11. DRIVE THRU PLAN VIEW
12. STEEL PIPE BOLLARD
13. DRIVE THRU ISOMETRIC VIEW
14. TYPICAL SIDEWALK DETAIL
15. SIDEWALK ADJACENT TO CURB
16. CONTRACTION JOINT (SEE SHEET C-7)
17. CONSTRUCTION JOINT (SEE SHEET C-7)
18. SEWER CLEANOUT (SEE SHEET PS-1)
19. MENU BOARD ORDERING STATION
20. FLAGPOLE – ECX SERIES 50' POLE PCG BY APPROVED VENDORS – THE FLAG CO. OR ATLAS FLAG (REFER SIGN PLAN)
21. GREASE TRAP
22. PROP. PAD MOUNTED TRANSFORMER
23. DUMPSTER/STORAGE AREA W/SCREENING
24. CHICK-FIL-A PRIME SIGN W/ MASONRY BASE BY G.C.
25. CHICK-FIL-A ENTER SIGN (NOT USED)
26. STRIPING (SEE SHEET C-8 DETAIL 5)
27. CONCRETE PAVEMENT
28. CONCRETE RADIUS PROTECTION
29. TURN DOWN CURB (SEE SHEET C-7)
30. MATCH EX. CURB
31. CLEARANCE BAR (REF. SIGN PLAN)
32. EX. FIRE HYDRANT
33. BIKE RACKS (REF. ARCH. PLANS FOR DETAILS)
34. CONSTRUCT 2' CURB OPENING (NOT USED)
35. ALUMINUM HANDRAIL (NOT USED)
36. END CURB AT DUMPSTER
37. MATCH EX. CONCRETE PAVEMENT
38. MULTI ORDER POINT ISLAND
39. MENU BOARD LAYOUT DETAIL
40. F.D.C. LOCATION
41. NOT USED
42. CONST. 6' SIDEWALK PER CITY OF COLLEYVILLE & TxDOT STANDARDS
43. MATCH EX. CONCRETE SIDEWALK
44. PROP. FIRE LANE STRIPING
45. DRIVE THRU ORDERING CANOPY (REF. PLANS BY LANE SUPPLY, INC. FOR DETAILS)
46. DRIVE THRU MEAL DELIVERY CANOPY (REF. PLANS BY LANE SUPPLY, INC. FOR DETAILS)
47. CANOPY COLUMN (REF. PLANS BY LANE SUPPLY, INC. FOR DETAILS)
48. 4" DASH PAINTED STRIPE (10' L @ 54" O.C) (YELLOW 2 COATS)
49. ORDER TAKING STRIPING DETAIL
50. EX. TREE TO REMAIN
51. BARRIER FREE RAMP PER CITY OF COLLEYVILLE & TxDOT STANDARDS
52. LIGHT POLE BASE LOCATION (REF. SITE LIGHTING PLAN FOR EXACT LOACTION)

SITE BENCHMARK NO. 1
CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE CENTER OF THE PLEASANT RUN R.O.W., APPROXIMATELY 70 FEET NORTHWEST OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 606.38

SITE BENCHMARK NO. 2
CENTER OF STORM DRAIN MANHOLE LID LOCATED IN THE NORTHWEST SIDE OF THE COLLEYVILLE BLVD. R.O.W., APPROXIMATELY 81 FEET NORTHEAST OF THE SOUTHWEST CORNER OF THE SUBJECT PROPERTY.
ELEVATION = 603.40

LEGEND

- FH FIRE HYDRANT
- MH CHISELED "X" SET
- F.H. CHISELED "X" FOUND
- I.R.S. IRON ROD SET (SIZE AS NOTED)
- OHP OVERHEAD UTILITY POLE W/ GUY
- LP LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- C.O. SAN. SWR. CLEAN OUT
- G.V. GAS VALVE
- W.V. WATER VALVE
- TREE
- MH MANHOLE (TYPE AS NOTED)
- TRAFFIC SIGNAL BOX
- ELECTRIC TRANSFORMER BOX
- ELECTRIC TRANSMISSION STEEL TOWER
- UNDERGROUND CABLE MARKER
- LO LIVE OAK
- BC BALD CYPRESS
- CE CEDAR ELM
- CM CRAPE MYRTLE
- FIRE LANE
- LS LANDSCAPE AREA

NOTES

1. ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT CHICK-FIL-A SPECIFICATIONS AND/OR CITY STANDARD SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE.
2. ALL CONSTRUCTION IN CITY RIGHT-OF-WAYS AND/OR EASEMENT SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARD SPECIFICATIONS.
3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS AS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
5. IF CONTRACTOR FINDS A DISCREPANCY WITH THE TOPOGRAPHIC INFORMATION ON THESE PLANS, HE/SHE SHALL CONTACT THE CONSTRUCTION MANAGER/SUPERVISOR IMMEDIATELY.
6. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, BRICK, OR AS OTHERWISE NOTED.
7. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
8. ALL RADII ARE 2' UNLESS OTHERWISE NOTED.
9. ALL PARKING STALLS SHALL BE STRIPED IN ACCORDANCE W/APPLICABLE GOVERNING AUTHORITIES.
10. THE BUILDING IS PARALLEL & PERPENDICULAR TO THE WEST PROPERTY LINE.

SITE DATA

ZONING:	CC-1
LOT AREA:	1.365 ACRES (59,474 S.F.)
PROPOSED USE:	DINE IN & DRIVE THRU RESTAURANT
CURRENT USE:	DINE IN RESTAURANT
BUILDING AREA:	5,048 S.F.
F.A.R.:	0.085:1
LOT COVERAGE:	8.5%
PARKING REQUIRED:	1 SPACE FOR EVERY 100 S.F. OF BLDG. AREA 5,048/100 = 51 SPACES
PARKING PROVIDED:	49 SPACES (2 H.C.)
BUILDING HEIGHT:	25' MAX. HT. (1 STORY)
EXISTING LANDSCAPE PROVIDED:	18,679 S.F. (31.42%)
LANDSCAPE REQUIRED:	11,895 S.F. (20%)
LANDSCAPE PROVIDED:	19,649 S.F. (33.04%)
PARKING & BUILDING AREA:	39,825 S.F. (66.96%)

OWNER:
BAJRAM & RUZDI INVESTMENTS, LLC
206 MILL WOOD DRIVE
COLLEYVILLE, TEXAS 76034
PHONE: (682) 738-8374

APPLICANT:
CHICK-FIL-A, INC.
5200 BUFFINGTON ROAD
ATLANTA, GEORGIA 30349
PHONE: (404) 765-8000
CONTACT: GETRA THOMASON-SANDERS
EMAIL: GETRA.SANDERS@CFACORP.COM

ENGINEER:
BURGER ENGINEERING, LLC
TEXAS REGISTERED ENGINEERING FIRM F-12997
17103 PRESTON ROAD, SUITE 180N
DALLAS, TEXAS 75248
PHONE: (972) 630-3360
CONTACT: BRYAN W. BURGER, P.E.
EMAIL: BBURGER@BURGERENGINEERING.COM

BURGER ENGINEERING
Civil Consultants
17103 Preston Road, Suite 180N
Dallas, Texas 75248
Office: 972.630.3360 Fax 972.630.3380
TBPE F-12997

Chick-fil-A
5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark	Date	By

5150 COLLEYVILLE BOULEVARD
LOT 1, BLOCK 1
APPLEBEE'S ADDITION
THE CITY OF COLLEYVILLE, TEXAS

STORE
SERIES P12-SE-V2 LARGE

SHEET TITLE
SITE PLAN

- For Permit
- For Bid
- For Construction

Job No. : 013-300
Store : 04496
Date : 12/7/18
Drawn By : RMP
Checked By: BMB

Sheet
C-3

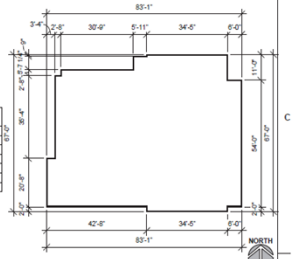


C4 FRONT ELEVATION - EAST
1/4" = 1'-0"

FINISH SCHEDULE - EXTERIOR						
MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-3	BRICK VENEER (PRIMARY)	ACME BRICK	MODULAR	*	PALOMA GRAY	MORTAR: ARGOS SAN TAN
BR-4	BRICK VENEER (ACCENT)	ACME BRICK	MODULAR		RUSTIC WHITE	MORTAR: ARGOS SAN TAN
CP-1	CANOPY METAL FASCIA		CURA COAT	DC190T-27 03	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SN-1	STONE VENEER	AQUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AQUADO STONE	LIMESTONE TRIM		CREAM	MORYAR: ARGOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

FRONT ELEVATION - EAST		
MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	771	57%
BRICK (BR-4)	320	23%
STOREFRONT GLAZING	264	20%
DOORS	0	0%
ELECTRICAL EQUIPMENT	0	0%
TOTAL	1355	100%

HORIZONTAL FACADE LENGTH = 67'-0"



D1 MAIN BUIDLING-KEY PLAN
3/64" = 1'-0"



A4 ENTRY ELEVATION - SOUTH
1/4" = 1'-0"

NOTES:

GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.86

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

THESE SHEETS ARE INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

ENTRY ELEVATION - SOUTH		
MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	1010	61%
BRICK (BR-4)	289	17%
STOREFRONT GLAZING	359	22%
DOORS	0	0%
ELECTRICAL EQUIPMENT	0	0%
TOTAL	1707	100%

HORIZONTAL FACADE LENGTH = 83'-1"

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Chick-fil-A
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Dallas, Texas 75254
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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
N/A	N/A	

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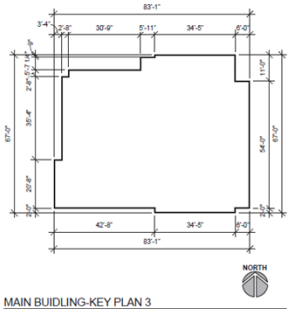
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SHEET
24x36 EXTERIOR ELEVATIONS

SHEET NUMBER
A-302X



C4 DRIVE-THRU ELEVATION - WEST
1/4" = 1'-0"



D1 MAIN BUIDLING-KEY PLAN 3
3/64" = 1'-0"

FINISH SCHEDULE - EXTERIOR.

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-3	BRICK VENEER (PRIMARY)	ACME BRICK	MODULAR	*	PALOMA GRAY	MORTAR: ARGOS SAN TAN
BR-4	BRICK VENEER (ACCENT)	ACME BRICK	MODULAR		RUSTIC WHITE	MORTAR: ARGOS SAN TAN
CP-1	CANOPY METAL FACIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARGOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARGOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

DRIVE-THRU ELEVATION- WEST

MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	1138	81%
BRICK (BR-4)	171	12%
STOREFRONT GLAZING	65	5%
ELECTRICAL EQUIPMENT	0	0%
DOOR	24	2%
TOTAL	1395	100%

HORIZONTAL FACADE LENGTH = 67'-0"

NOTES:

GLAZING TO MEET ENERGY STANDARDS:
SHGC: 0.28 , VT: 0.54 , U-VALUE: 0.46

DOORS TO MEET ENERGY STANDARDS:
SHGC: 0.69 , VT: 0.86 , U-VALUE: 0.86

NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

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SHEET 24X36 EXTERIOR ELEVATIONS

SHEET NUMBER
A-303X

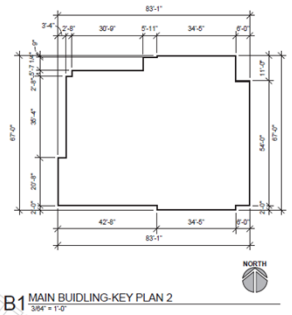


C4 REAR ELEVATION - NORTH
1/4" = 1'-0"

- NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION -

REAR ELEVATION - NORTH		
MATERIALS	AREA (SQFT)	AREA PRECENTAGE
BRICK (BR-3)	1298	72%
BRICK (BR-4)	272	15%
STOREFRONT GLAZING	170	11%
ELECTRICAL EQUIPMENT	32	2%
DOOR	31	0%
TOTAL	1743	100%

HORIZONTAL FACADE LENGTH = 83'-1"



B1 MAIN BUIDLING-KEY PLAN 2
3/64" = 1'-0"

FINISH SCHEDULE - EXTERIOR						
MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
EXTERIOR						
BR-3	BRICK VENEER (PRIMARY)	ACME BRICK	MODULAR	*	PALOMA GRAY	MORTAR: ARISOS SAN TAN
BR-4	BRICK VENEER (ACCENT)	ACME BRICK	MODULAR		RUSTIC WHITE	MORTAR: ARISOS SAN TAN
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	DARK BRONZE	OIL RUBBED BRONZE METALLIC TEXTURE PVD
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE (MATTE)	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SN-1	STONE VENEER	AGUADO STONE	SAW CUT CHOP LIMESTONE		SONOMA BLEND	MORTAR: ARISOS SAN TAN
SN-2	STONE VENEER	AGUADO STONE	LIMESTONE TRIM		CREAM	MORTAR: ARISOS SAN TAN, 6" DEEP, 4" THICK, CHISELED FACE
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE	

NOTES:

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DOORS TO MEET ENERGY STANDARDS:
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NET AREA: 4576 SQFT
GROSS AREA: 4747 SQFT

WHITE PVC ROOF TO BE UTILIZED.

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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

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SHEET
24X36 EXTERIOR ELEVATION

SHEET NUMBER
A-304X









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Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998
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CHICK-FIL-A
Colleyville Blvd and Main

5150 Colleyville Blvd.
Colleyville, TX 76034

FSR#04496

BUILDING TYPE / SIZE: SE / ALL
RELEASE: v2_19.05

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

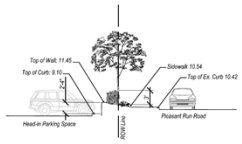
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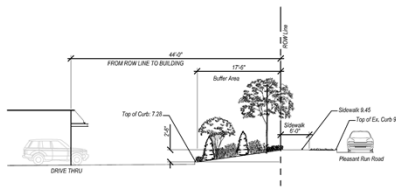
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SHEET
24x36 EXTERIOR 3D

SHEET NUMBER
A-305X



SECTION A-A
SCALE: 1" = 10'-0"



SECTION B-B
SCALE: 1" = 10'-0"

LANDSCAPE TABULATIONS

City of Colleyville

SITE LANDSCAPE: 20% of total site to be landscape area (59,474 s.f.)

Required	Provided
11,894.8 s.f. (20%)	19,649 s.f. (33%)

STREETYARD: 50% of total landscape to be in streetyard

Required	Provided
9,824.5 s.f. (50%)	18,337 s.f. (93%)

STREET FRONTAGE: (1) tree, 3" cal., per 40 LF of street frontage and (1) shrub, 5 gal. per 5 LF of street frontage

Pleasant Run Road (368.07 LF)

Required:	Provided:
(12) trees, 3" cal. min.	(9) trees, 4" cal.
(74) shrubs, 5 gal.	(100) shrubs, 5 gal.

Colleyville Boulevard (191.38 LF)

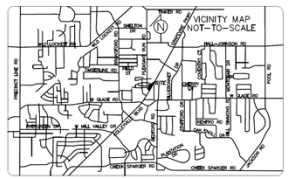
Required:	Provided:
(5) trees, 3" cal. min.	(5) trees, 4" cal.
(30) shrubs, 5 gal.	(51) shrubs, 5 gal.

PARKING LOT LANDSCAPE: (49 spaces)
Requirements: (1) tree, 3" cal. and 140 s.f. of landscape per each 15 parking spaces

Required:	Provided:
(3) trees, 3" cal. min.	(3) trees, 4" cal.
280 s.f.	764 s.f.

SITE DATA

ZONING:	CC-1
LOT AREA:	1.365 ACRES (59,474 S.F.)
PROPOSED USE:	DINE IN & DRIVE THRU RESTAURANT
BUILDING AREA:	5,064 S.F.
F.A.R.:	0.085:1
PARKING REQUIRED:	1 SPACE FOR EVERY 100 S.F. OF BLDG. AREA 5,064/100 = 51 SPACES
PARKING PROVIDED:	49 SPACES (2 H.C.)
BUILDING HEIGHT:	25' MAX. HT. (1 STORY)
LANDSCAPE PROVIDED:	19,649 S.F. (33.04%)


VICINITY MAP
NOT-TO-SCALE
TRINITY RD
WILLOW DR
GLADE RD
COLLEYVILLE BLVD
MINNIE DR
PLEASANT RUN RD
GLADE RD
SHADY OAKS DR
SHADY OAKS DR
SHADY OAKS DR
HILL VALLEY DR
HILL VALLEY DR
GLADE RD
GLADE RD
GLADE RD

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 7a **Agenda Date** 12/3/2019 **Number** Resolution R-19-4445
Type Resolution
Department City Manager

Title
A resolution approving an economic development grant agreement to Chick-fil-A, in the amount of $100,000, and authorizing the City Manager to execute the agreement

Strategic Plan
4.2 Encourage compatible commercial growth

Explanation
Reading and Public Hearing

In December 2018, the City of Colleyville launched the BEST grant program, which is targeted at beautification of the City's main commercial corridor, SH26. Commercial property improvements eligible for the matching grant program include building façade updates, painting of buildings, and improvements to the roof, parking lot, or landscaping. By participating in the projects with grant dollars, the City is able to encourage and bring about improvements that may not happen otherwise, or provide for higher quality improvements and materials.

Pending approval of the PUD ordinance, Chick-fil-A has planned a new store in Colleyville that is anticipated to generate $3.5 million in sales annually, which indicates an approximate sales tax revenue of $70,000 annually to Colleyville. As a part of the proposed building, Chick-fil-A has agreed to enhanced site landscaping and building architecture in keeping with the exceptional development standards in Colleyville. This agenda item provides for consideration of a $100,000 BEST grant to Chick-fil-A to facilitate the redevelopment of the current vacant site on SH26.

Financial Impact
Grant funding is available in the Tax Increment Financing (TIF) fund and would only come from funds contributed by the City of Colleyville.

Recommendation
Approve

Attachments
1. Resolution R-19-4445

RESOLUTION R-19-4445

APPROVING A $100,000 ECONOMIC DEVELOPMENT GRANT AGREEMENT TO CHICK-FIL-A, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Colleyville is authorized by Chapter 380 of the Texas Local Government Code to provide economic development incentives to support the expansion of local business activity, employment, and development; and

WHEREAS, the City has conducted negotiations with Chick-fil-A in pursuit of a significant new commercial development project; and

WHEREAS, the proposed development will enhance the tax base of the City by generating approximately $3.5 million in sales annually, which indicates an approximate sales tax revenue of $70,000 annually to the City of Colleyville, thereby promoting economic development in accordance with the City's Economic Development Incentive Policy; and

WHEREAS, the grant funding is necessary to facilitate the redevelopment of the current vacant site and enhancing the commercial viability of the SH26 corridor; and

WHEREAS, the developer of the site has agreed to enhanced site landscaping and building architecture in keeping with the exceptional development standards of Colleyville; and

WHEREAS, the enhancement of the local economy is in the best interest of citizens of the City; and

WHEREAS, this resolution is being passed in full accordance with all requirements of State law, including but not limited to, the Open Meetings Act.

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

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

Sec. 2. THAT the City Council hereby authorizes and approves an Economic Development Grant to Chick-fil-A, in the amount of

$100,000 per the Economic Development Grant Agreement attached as Exhibit “A”, and authorizes the City Manager to finalize and execute the agreement.

Sec. 3. THAT this resolution is effective from and after the date of its passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Economic Development Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City") and **Chick-fil-A, Inc.** ("Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Company owns or leases the Premises located at 5150 Colleyville Blvd., Colleyville, Texas (as further described and depicted in Exhibit A attached hereto and incorporated herein); and

WHEREAS, the Company intends to construct certain Improvements upon the Premises, including developing a Chick-fil-A restaurant for service to the general public on the Premises; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to construct the Improvements would be an agreement by the City to provide an economic development incentive grant to the Company to defray a portion of the costs for the Improvements; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to provide financial incentives and economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making financial incentives and economic development grants to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of the Company's existence, insolvency, employment of receiver for any part of the Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under

any bankruptcy or insolvency laws by or against the Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

"Casualty" shall mean the Premises are wholly or partially destroyed by fire, tornado, hurricane, earthquake, flood or similar casualty that renders the Premises unfit for the intended purpose.

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

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Improvements has commenced.

"Company" shall mean Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, GA 30349.

"Completion of Construction" shall mean that: (i) substantial completion of the Improvements has occurred; and (ii) the City has conducted and completed a final inspection of the Improvements; and (iii) a certificate of occupancy (C.O.) for a restaurant has been issued.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the fifth (5^{th}) anniversary of the Effective Date.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

"Improvement Grant" or "Grant" shall mean an economic development reimbursement grant to offset the actual costs incurred and paid by the Company for the Improvements to the Premises, to be paid as set forth herein.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company with respect to the Premises or any property or any business owned by the Company within the City.

"Improvements" shall mean the construction of a Chick-fil-a restaurant on the Premises, in compliance with all zoning requirements and all other applicable local, state, and federal laws or regulations, said Improvements being more particularly described and depicted in Exhibit A.

"Payment Request" shall mean a written request from the Company to the City for payment of all, or a portion of, the Improvement Grant accompanied by copies of invoices, bills, receipts and such other information, as may reasonably be requested by the City, reflecting the actual costs incurred and paid by the Company for the construction and installation of the Improvements as of the date of the applicable Payment Request.

"Premises" shall mean the entire premises presently owned or leased by the Company located at 5150 Colleyville Blvd. (as further described and depicted in Exhibit A), Colleyville, Texas, and including all Improvements, as the same are situated on the Premises.

"Related Agreement" shall mean any agreement by and between the City and the Company, or any of its affiliated or related entities.

"Required Use" shall mean the construction and Company's operation of a Chick-fil-a restaurant on the Premises open to the public for business. As used in this definition, open to the public for business shall mean the Chick-fil-a restaurant on the Premises is open to the general public and continuously serving the community during normal hours of operation.

Article II
Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Economic Development Grant

3.1 Improvement Grant. Subject to the obligation of the Company to repay the Grant pursuant to Section 5.2 herein, and the continued satisfaction of all the terms and conditions of this Agreement by the Company during the term of this Agreement, the City agrees to provide the Company with an Improvement Grant in an amount no to exceed ONE-HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), which shall be payable within thirty (30) days after receipt of an approved Payment Request following the Completion of Construction.

3.2 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Grant shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Article IV
Conditions to Economic Development Grant

4.1 Conditions of the Grant. The obligation of the City to pay the Grant shall be conditioned upon the compliance and satisfaction by the Company of the terms and conditions of this Agreement and each of the following conditions contained in this Article IV. The following conditions shall remain in effect throughout the entire term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date.

(a) **Required Use**. The Premises shall not be used for any purpose other than the Required Use and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than thirty (30) cumulative days, except in connection with and to the extent of an event of Force Majeure.

(b) **Good Standing**. The Company shall not have an uncured breach or default of this Agreement or any Related Agreement during the term hereof.

(c) **Continuous Occupancy**. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Company shall continuously occupy the Premises, maintaining a valid certificate of occupancy for a restaurant business.

(d) **Payment Request**. The Company shall, as a condition precedent to the payment of the Grant, provide the City with the completed Payment Request.

(e) **Landscape Improvements**. The Company shall continuously maintain and replace as necessary, all landscaping installed in connection with the Improvements.

Article V
Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

(a) by written agreement of the Parties;
(b) Expiration Date;
(c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof in accordance with this Agreement;
(d) upon written notice by the City, if the Company suffers an event of Bankruptcy or Insolvency;
(e) upon written notice by the City, if any Impositions owed to the City or the State of Texas by the Company shall become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such Impositions); and

(f) upon written notice by either Party, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event the Agreement is terminated by the City pursuant to Section 5.1(c), (d), (e), and (f) the Company shall immediately repay to the City an amount equal to the total Grant previously paid by the City to the Company, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by the City) as its prime or base commercial lending rate, which shall accrue from the date the Grant was initially paid to Company.

5.3 Right of Offset. The City may, at its sole option, offset any amounts due and payable under this Agreement against any debt (including taxes, penalties, or fines) lawfully due to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

Article VI
Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned by Company without the prior written consent of the City.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Company, in satisfying the conditions of this Agreement, has acted independently and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. Company represents and warrants to the City that the Company is a duly formed, validly existing legal entity in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

If intended for City, to:

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

With a copy to:

City Attorney
Attn: Whitt L. Wyatt
100 Main Street, 3rd Floor
Colleyville, Texas 76034

If intended for Company, to:

Chick-fil-A, Inc.
Attn: Getra Sanders
5200 Buffington Road
Atlanta, Georgia 30349

With a copy to:

_____
_____
_____
_____

6.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

6.7 Amendment. This Agreement may be amended solely by mutual written agreement of the Parties.

6.8 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

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

6.13 Employment of Undocumented Workers. During the term of this Agreement the Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of the Grant and any other funds received by the Company from the City as of the date of such violation within one hundred twenty (120) days after the date the Company is notified by the City of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

[Remainder of Page Left Blank Intentionally –
Signatures on Following Page(s)]

The Parties hereby execute this Agreement as of the dates set forth below.

For City:

THE CITY OF COLLEYVILLE

By: _____
Jerry Ducay
City Manager

DATE: _____

ATTEST:

By: _____
Christine Loven, TRMC
City Secretary

For Company:

CHICK-FIL-A, INC.

By: _____
Getra Sanders
Principal Development Lead

DATE: _____

WB:WLW:GrantAgmt:10/21/2019

EXHIBIT A
DESCRIPTION OF IMPROVEMENTS

Company Name:	Chick-fil-A
Project Timeline:	TBD, if any (shall be agreed upon by the parties in writing)
Grant Amount:	up to a maximum of $100,000.00
Grant Type:	Qualifying reimbursement only
Premises Address:	5150 Colleyville Blvd., Colleyville, Texas (being Lot 1, Block 1, of the Applebee's Addition, as more particularly described and depicted on the following pages)

Description of Proposed Improvements:
Company shall cause Completion of Construction of a Chick-fil-A restaurant on the Premises and open the restaurant for business to the general public in full conformance with the terms and conditions of this Grant Agreement.

[A SURVEY OF THE PREMISES AND ADDITIONAL DESCRIPTIONS OF THE IMPROVEMENTS ARE INCLUDED ON FOLLOWING PAGES]

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 7b **Agenda Date** 12/3/2019 **Number** Resolution R-19-4446
Type Resolution
Department City Manager

Title
A resolution casting votes for electing members to the Tarrant Appraisal District Board of Directors

Strategic Plan
1.1 Actively involve and engage stakeholders
1.4 Communicate thoroughly and strategically

Explanation
Reading and Public Hearing

The City was notified the Tarrant Appraisal District (TAD) was seeking nominations for candidates to serve on the Board of Directors as the terms of service for the five members of the current Board of Directors will expire on December 31, 2019.

On October 2, 2019, by attached Resolution R-19-4428, the City Council nominated Gary Losada and Rich DeOtte as candidates for the TAD board of directors. On October 22, 2019, Mayor Newton, via mailed correspondence, introduced Mr. Losada and Mr. DeOtte to each voting unit and asked for their consideration of casting their votes for both candidates.

Per the attached TAD correspondence dated October 25, 2019, the City of Colleyville may cast 20 votes individually or collectively for the following:

Mr. Daniel J. Bennett
Mr. Richard DeOtte
Mr. John Fegan
Mr. Michael Glaspie
Mr. Mike Leyman
Mr. Gary Losada
Mr. John Molyneaux
Mr. Mike O'Donnell
Mr. Joe Potthoff
Ms. Kathryn Wilemon

The attached resolution allows for the City of Colleyville to cast 20 votes total for candidates of their choice.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Resolution R-19-4428
2. TAD correspondence and official ballot dated October 25, 2019
3. Resolution R-19-4446

RESOLUTION R-19-4426

A RESOLUTION NOMINATING CANDIDATES FOR THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Colleyville contracts with the Tarrant Appraisal District (TAD) for setting property valuations; and

WHEREAS, the City of Colleyville is entitled to nominate one candidate for each of the five positions on the Tarrant Appraisal District Board of Directors; and

WHEREAS, the terms of the TAD Board of Directors expire December 31, 2019.

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

Sec. 1. THAT the City of Colleyville nominates the following to serve on the Tarrant Appraisal District Board of Directors:

- Gary Losada
- Rich DeOtte

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 5 AYES, 0 NAYS AND 0 ABSTENTIONS ON THIS THE 2ND DAY OF OCTOBER 2019.

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

ATTEST:

Christine Loven

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

Tarrant Appraisal District

Jeff Law
Executive Director
Chief Appraiser

October 25, 2019

Mr. Richard Newton
Mayor
City of Colleyville
100 Main Street
Colleyville, Texas 76034

Dear Mr. Newton:

Tarrant Appraisal District's Board of Directors begins a new two-year term on January 1, 2020. The candidates for appointment to the five voting positions on the Board, listed alphabetically with the taxing unit(s) that timely submitted the nominations for each, are listed on the attached ballot.

Members of the Board are appointed by vote of the governing bodies of the taxing units. The attached list provides the number of votes for each taxing unit. The Property Tax Code requires TAD to prepare the ballot and provides that the governing body may cast all of its votes for one candidate or distribute its votes among any number of candidates listed on the ballot. The Code makes **no** provision for write-in candidates. So votes cast for someone other than the candidates listed on the ballot cannot be counted.

The Property Tax Code requires the governing body of the taxing unit to determine its votes by resolution and to submit the resolution to TAD **before December 15, 2019** by mailing to Jeff Law, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579,** or by fax to (817)595-6198 or by email to cthornton@tad.org. At your request, we can provide a sample resolution; please contact us for a copy. The five (5) candidates receiving the most votes are elected to a two (2) year term beginning January 1, 2020.

All tax units and candidates will be notified of the results of the election before December 31, 2019.

Sincerely,

Jeff Law
Executive Director
Chief Appraiser

JL:ct
Enclosures
Mr. Jerry Ducay

Tarrant Appraisal District

OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS
TARRANT APPRAISAL DISTRICT

Following are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically with the taxing unit(s) that timely submitted the nominations for each.

Please indicate your taxing unit's vote(s) by entering the number of votes to the left of your candidate(s) of choice.

VOTES FOR	Nominees	Nominating Entity
	Mr. Daniel J. Bennett	City of Haslet
	Mr. Richard DeOtte	City of Colleyville City of Southlake
	Mr. John Fegan	Birdville ISD White Settlement ISD
	Mr. Michael Glaspie	Tarrant County
	Mr. Mike Leyman	White Settlement ISD
	Mr. Gary Losada	City of Colleyville
	Mr. John Molyneaux	Fort Worth ISD White Settlement ISD
	Mr. Mike O'Donnell	Arlington ISD White Settlement ISD
	Mr. Joe Potthoff	White Settlement ISD
	Ms. Kathryn Wilemon	Tarrant County

IMPORTANT: This ballot must be returned **before December 15, 2019** to Jeff Law, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by fax to (817) 595-6198 or by email to cthornton@tad.org.

Please attach this ballot to the resolution passed by your taxing unit authorizing this vote.

TARRANT APPRAISAL DISTRICT
2019 Calculation of Taxing Entity Votes for Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

		2018 TAXES IMPOSED	% OF TOTAL	2019 VOTES
School Districts:				
Aledo ISD	$	4,422,386	0.10270%	5
Arlington ISD	$	387,742,841	9.00408%	450
Azle ISD	$	21,552,124	0.50048%	25
Birdville ISD	$	145,780,948	3.38529%	169
Burleson ISD	$	26,484,960	0.61503%	31
Carroll ISD	$	121,637,201	2.82463%	141
Castleberry ISD	$	10,263,752	0.23834%	12
Crowley ISD	$	107,398,244	2.49398%	125
Eagle Mountain/Saginaw ISD	$	145,123,350	3.37002%	168
Everman ISD	$	20,636,822	0.47922%	24
Fort Worth ISD	$	497,308,653	11.54840%	577
Godley ISD	$	1,195,386	0.02776%	1
Grapevine/Colleyville ISD	$	209,100,626	4.85569%	243
Hurst/Euless/Bedford ISD	$	173,039,168	4.01828%	201
Keller ISD	$	273,591,344	6.35328%	318
Kennedale ISD	$	20,590,320	0.47814%	24
Lake Worth ISD	$	16,835,674	0.39095%	20
Lewisville ISD	$	3,016,101	0.07004%	3
Mansfield ISD	$	202,021,083	4.69129%	235
Northwest ISD	$	123,007,336	2.85645%	143
White Settlement ISD	$	30,827,960	0.71588%	36
Total Schools	$	2,541,576,278	59.01994%	2951
Cities:				
City of Arlington	$	163,132,652	3.78823%	189
City of Azle	$	4,938,908	0.11469%	6
City of Bedford	$	22,708,215	0.52733%	26
City of Benbrook	$	13,094,468	0.30408%	15
City of Blue Mound	$	829,947	0.01927%	1
City of Burleson	$	5,670,408	0.13168%	7
City of Colleyville	$	17,106,631	0.39725%	20
City of Crowley	$	6,843,564	0.15892%	8
City of Dalworthington Garde	$	1,936,069	0.04496%	2
Edgecliff Village	$	624,228	0.01450%	1
City of Euless	$	20,400,613	0.47374%	24
City of Everman	$	2,087,446	0.04847%	2
City of Flower Mound	$	936,916	0.02176%	1

City of Forest Hill	$	5,232,817	0.12152%	6
City of Fort Worth	$	514,293,901	11.94282%	597
City of Grand Prairie	$	50,973,677	1.18370%	59
City of Grapevine	$	25,861,193	0.60054%	30
City of Haltom City	$	14,806,074	0.34382%	17
City of Haslet	$	2,612,161	0.06066%	3
City of Hurst	$	17,581,020	0.40826%	20
City of Keller	$	24,207,504	0.56214%	28
City of Kennedale	$	5,254,379	0.12202%	6
Town of Lakeside	$	541,834	0.01258%	1
City of Lake Worth	$	2,156,720	0.05008%	3
City of Mansfield	$	46,256,559	1.07416%	54
City of N. Richland Hills	$	32,146,266	0.74649%	37
Town of Pantego	$	1,383,058	0.03212%	2
City of Pelican Bay	$	337,581	0.00784%	0
City of Reno	$	36,659	0.00085%	0
City of Richland Hills	$	4,262,582	0.09898%	5
City of River Oaks	$	2,296,423	0.05333%	3
City of Roanoke	$	550,388	0.01278%	1
City of Saginaw	$	8,905,965	0.20681%	10
City of Sansom Park	$	1,211,714	0.02814%	1
City of Southlake	$	34,641,771	0.80444%	40
Town of Trophy Club	$	581,025	0.01349%	1
City of Watauga	$	8,140,475	0.18904%	9
Town of Westlake	$	1,987,753	0.04616%	2
City of Westover Hills	$	2,200,112	0.05109%	3
Westworth Village	$	1,315,628	0.03055%	2
City of White Settlement	$	6,463,879	0.15010%	8
Total Cities	$	1,076,549,182	24.99939%	1250
Other:				
Tarrant County	$	434,780,216	10.09637%	505
Tarrant County College	$	253,395,306	5.88429%	294
Total Other	$	688,175,522	15.98066%	799
Total All	$	4,306,300,982	100%	5000

RESOLUTION R-19-4446

A RESOLUTION CASTING A VOTE FOR ELECTING MEMBERS TO THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Colleyville contracts with the Tarrant Appraisal District (TAD) for setting property valuations; and

WHEREAS, the City of Colleyville is entitled to cast 20 ballots, collectively or separately for nominees for the Tarrant Appraisal District (TAD) Board of Directors; and

WHEREAS, the terms of the elected TAD Board of Directors will begin January 1, 2020.

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

Sec. 1. THAT the City of Colleyville casts the following votes:

_____ for _____
_____ for _____

to be elected to the Tarrant Appraisal District Board of Directors.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS THE 5TH DAY OF DECEMBER 2017.

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 7c **Agenda Date** 12/3/2019 **Number** Resolution R-19-4447
Type Resolution
Department City Manager

Title
Approval of the Final Report of the Pedestrian Transportation Ad Hoc Committee and adoption of the 2019 Sidewalk and Trail Map to be attached to the Sidewalk Policy adopted July 2, 2018

Strategic Plan
1.1 Actively involve and engage stakeholders
5.3 Provide attractive facilities for leisure and recreation

Explanation
Reading and Public Hearing

On July 2, 2018, by Resolution R-18-4282, the City Council approved the attached Sidewalk Policy which was developed by the Sidewalk Ad Hoc Committee (established by Resolution R-17-4133) and clarified the requirements for installation and placement of sidewalks within the City. This effort produced an updated policy, but the 2008 Sidewalk Map was still in need of review and updates.

In June 2019, the City Council established a Pedestrian Transportation Ad Hoc Committee comprised of seven members (three from the Parks and Recreation Advisory Board and four at-large members). The committee's responsibilities include the following:

a. Identify and prioritize need and rationale for intra-connectivity of pedestrian transportation routes (sidewalks/trails) between neighborhoods and communal destinations (Nature Center, SH26 commercial corridor, Library/City Hall, parks, Senior Center, schools, etc.)

b. Identify and prioritize need and rationale for interconnectivity of pedestrian transportation routes (sidewalks) within neighborhoods.

c. Create a single sidewalk and trail map, based on a review and update of the Supplemental Sidewalk Map and Trail Master Plan.

d. Develop priority based recommendations and rationale for determining which sidewalks or trails should be completed first.

The committee held six meetings to accomplish their work and presented

recommendations to the Parks and Recreation Advisory Board on November 4, 2019.

The committee's recommendations were presented to the City Council on November 19, 2019. This resolution approves of the final report and adopts the updates to the sidewalk policy (attached in redline version) and the 2019 Sidewalk and Trail Map (attached) to be attached to the Sidewalk Policy adopted on July 2, 2018.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Pedestrian Transportation Committee - Final Report to CC
2. Sidewalk Policy Updated (Redline)
3. 2019 Sidewalk & Trail Map 10-15-19
4. Resolution R-19-4447

Pedestrian Transportation Committee Report

Parks and Recreation Advisory Board Meeting

November 4, 2019

Priority Categories

1. Safety
2. School
3. Neighborhood Connections
4. Interconnectivity

Safety Priorities

- Address key areas which are presently hazardous to pedestrians (highlighted on map)
  - Bransford Road
  - Glade Road
  - Jackson Road
  - LD Lockett
  - Bedford Road
- Ensure trails and sidewalks design and construction incorporates safety considerations

School Priorities

- Gain access to schools through the adjoining neighborhoods
  - OC Taylor Elementary – from Arbor Trail
  - Glen Hope Elementary – from Ross Downs / Huntington Meadows
  - Colleyville Middle / Elementary – from Hardage Estates
  - Liberty Elementary – from Cimmaron Trail

Neighborhood Connection Priorities

- Design pedestrian flow across neighborhoods (do not allow locked gates)
  - Provides for cohesive community
  - Creates access to economic centers
  - Promotes non-motorized access throughout the City
- Cross access agreements between neighborhoods
- Find ways to incentivize existing neighborhoods to implement

Interconnectivity Priorities

- Interconnectivity priorities allow for larger scale connection between areas of and across the City
- Provide connectivity to trail systems in adjoining cities
  - Southlake, Grapevine, Euless, Bedford, North Richland Hills, Hurst
- Create “The Colleyville Loop”
  - LD Lockett to John McCain through Remington
  - Nature Center to Sparger Park
  - Sparger Park to Euless Trails
  - Jackson to Heritage
  - Cotton Belt to Parr Park
  - Bedford to Jackson (trail)
  - Develop trails along creek bed area at the northern edge of Colleyville
  - Nature Center to Cotton Belt

Bike Routes

- Colleyville could benefit from designated bike routes, showing citizens ways to move through the community on a bike
  - Keeping separate from pedestrian connectivity where possible
  - Keeping separate from vehicular traffic where possible
- Created initial map of existing bike routes → post on website
  - Additional refinement is necessary for completion
- Consider possibility of bike lanes on existing roadways
  - Low traffic and wider streets
- Consider possibility of bike lanes on future roadways
- Add signage along bike routes
  - Mark bike route
  - Mark restrooms
  - Mark other areas of interest

Additional Recommendations

- Consistent signage for all pedestrian and bike route signage
- Potential “Adopt a Trail” program
- Pursue potential designations as bike friendly or pedestrian friendly community
  - Ex. Bicycle Friendly Community, Walk Friendly Community, “Blue Zone”

Committee is willing to support future efforts as implementation moves forward

The Path Forward: Creating Links & “The Loop”

- The vision to create enhanced pedestrian access within Colleyville is a long-term and ongoing plan.
- We recommend that the City Council make sidewalk and trail development an ongoing priority of the City.
  - Fulfills 2018 Parks Master Plan priority, as determined by the community
  - Add specific projects to the 5-Year Comprehensive Capital Improvement Plan (CIP)
- Why is this important?
  - Grows community involvement
  - Improves community health
  - Increases property values
  - Enhances economic growth

Next step… Implementation!

CITY OF COLLEYVILLE
SIDEWALK POLICY

Purpose

The purpose of this policy is to provide for the adequate construction of, or funding for, pedestrian walkways within the City in order to promote the health, safety and general welfare of the community.

Objective

This policy is intended to bridge the divide between the *Supplemental Sidewalk System Map* (November, 2008) and the haphazard installation of sidewalks in isolated locations devoid of the connectivity the Map extols. Allowing for fees in lieu of isolated or incongruent sidewalk construction seeks to serve two objectives: (1) avoidance of disjointed application of sidewalk installation; and (2) funding for community-wide pedestrian walkway construction.

Background

For the purposes of this policy the Master Thoroughfare Plan (MTP) refers to the plan adopted by Ordinance O-15-1972. The *Supplemental Sidewalk System Map* refers to the "Colleyville Pathways Plan" map adopted by Resolution R-08-3031. *Non-local Streets* refer to all streets indicated as Minor Collectors and larger.

Sidewalk Requirements

Sidewalk installation shall be determined using the standards outlined herein.

New Development: requiring a new roadway

Residential: both sides of roadway; Exception = single-loaded roadway (houses/ development on one side of the street only)

Commercial: both sides of roadway

New Development: adjacent to existing roadway

Residential: (1) required if fronting a roadway designated on the Master Thoroughfare Plan as a non-local street; or (2) on a street designated for sidewalk placement on the ~~Supplemental Sidewalk System Map (2008)~~ 2019 Sidewalks and Trails Map (attached hereto as Exhibit "A". *Exception = large lot with more than 300' of frontage*

Commercial: along frontage of all roadways

Existing Development / Single Family Home Construction

Residential: (1) required if fronting a roadway designated on the Master Thoroughfare Plan as a non-local street; (2) on a street designated for sidewalk placement on the ~~Supplemental Sidewalk System Map (2008)~~ 2019 Sidewalks and Trails Map or (3) on a street where sidewalks exist on 50% or more of the properties on the block face; Exception = large lot with more than 300' of frontage

Commercial: along frontage of all roadways

Master Thoroughfare Plan

Sidewalks required on both sides of roadway on non-local streets; Exception = Roadway project listed on CIP 5-year list and planned for full reconstruction, must be installed by City. Developments along these roadways shall contribute cash-in-lieu funds to the City equivalent to the cost of installation at the time of development.

Repairs / Replacement / Maintenance

The City shall be responsible for the maintenance and replacement of sidewalk segments congruent with this policy. This is to ensure a safe and well connected network. In the event a sidewalk segment is damaged by misuse or neglect, the adjacent property owner shall be responsible for the cost of appropriate maintenance or replacement.

Design Standards

All sidewalks shall be a minimum of four (4') feet in width, except a sidewalk located within or abutting a collector street, or larger, as shown on the Master Thoroughfare Plan, which shall not be less than five (5') feet in width. All sidewalks and pathways shall be constructed in the area between the curb or grade line of the public street and the abutting property line unless the pathway is situated within a dedicated pathway easement or right-of-way. The edge of the sidewalk or pathway shall generally be parallel with the curb line and be situated no more than one (1') foot from the abutting property line. The Director of Public Works may approve a plan to alter the location and size of a sidewalk to preserve a tree or for aesthetic purposes. One additional foot of width shall be added to a sidewalk that abuts a street curb.

Waivers / Variances

A complete waiver of the requirement for the construction of sidewalks for a specific development should be rare and allowed only where there are unusual factors. The City Manager or designee shall make a determination as to whether or not the

waiver should be granted, and document that determination with supporting data that states the basis for the decision. The waiver must be reviewed by both the Director of Community Development and the Director of Public Works and a recommendation provided to the City Manager or designee. Regardless of the reason for the waiver grant, payment shall by collected by the City for the cash-in-lieu value of the sidewalk improvements waived. The City shall use said funds for the maintenance and installation of pedestrian sidewalks and trails throughout the community and in keeping with the Master Plan.

Unusual factors include:

(1) Projects where the cost of establishing sidewalks or walkways would be unreasonably disproportionate to the cost of the associated roadway construction or overall project costs (however a partial waiver may be granted in lieu of a full waiver to reduce the cost of required sidewalks such that the costs will not be unreasonably disproportionate),

(2) Areas with severe topography or other natural constraints that will constrain proper implementation of this plan,

(3) Situations inherently adverse to pedestrian activity, such as harmful noise, dust creation, and high volume truck traffic, in certain areas, such as agricultural, heavy commercial, and industrial developments, or

(4) Situations where an applicant can show other factors or circumstances amounting to reasonably justifiable good cause to support such waiver.

A denial of a request for a waiver of these requirements may be appealed to the City Council.

(1) A written appeal must be filed with the Director of Public Works within ten (10) days of the denial.

(2) The appeal must provide justification for the requested waiver based on the criteria described in (1), (2), (3), and (4) above.

(3) The Council must make findings based on these criteria in order to approve a waiver. If substantial new information, not provided as part of the original request, is provided by the applicant within 14 days of the City Council meeting, or during the City Council meeting, the item shall be referred back to the Director of Community Development and Director of Public Works for reconsideration prior to a decision by the City Council.

Remediation (local streets only)

The City recognizes the existence of disjointed/disconnected sidewalk segments throughout the city that serve little purpose in furthering the welfare or walkability of the community. Where such sidewalks exists, the City should pursue funding options to complete the segment, block or area sidewalk installation. Requests to remove existing sidewalks within the segments identified in the ~~Supplemental Sidewalk System Map (2008)~~ 2019 Sidewalks and Trails Map should only be permitted as the exception rather than the rule. Unless specifically identified on the ~~Supplemental Sidewalk System Map (2008)~~ 2019 Sidewalks and Trails Map as "sidewalks NOT required," sidewalk removal shall require cash-in-lieu equivalency payment to the City for the value of the removed sections. In cases where removal is deemed appropriate, the property owner shall be responsible for all removal and restoration.

Funding

The City Council should develop a multi-year plan for the installation of sidewalks in compliance with the ~~Supplemental Sidewalk System Map (2008)~~ 2019 Sidewalks and Trails Map. Such plans should include a funding source and annual allocation to specific projects.

City of Colleyville Sidewalk Policy Updates

Date	Resolution	Change
12/3/2019	R-19-4447	Adoption of the 2019 Sidewalks and Trails Map, updating the policy to remove reference to the Supplemental Sidewalk Map (2008), except within objective and background, replacing same with the 2019 Sidewalks and Trails Map and attaching it as Exhibit "A".

EXHIBIT "A"

2019 Sidewalk & Trail Map

Legend

- School
- Parks
- Church
- Mosque
- Bike Route
- Existing Sidewalk or Trail
- Planned/Proposed Sidewalk or Trail
- City Limit

Path: K:\Project\Project by Department\CMO\Sidewalk_Trail\Sidewalk_Trail.aprx Created: 10/15/2019

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

2019 Sidewalk & Trail Map

Legend

- School
- Parks
- Church
- Mosque
- Bike Route
- Existing Sidewalk or Trail
- Planned/Proposed Sidewalk or Trail
- City Limit

Path: K:\Project\Project by Department\CMO\Sidewalk_Trail\Sidewalk_Trail.aprx Created: 10/15/2019

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

RESOLUTION R-19-4447

ACCEPTING A FINAL REPORT FROM THE PEDESTRIAN TRANSPORTATION AD HOC COMMITTEE AND ADOPTING THE 2019 SIDEWALKS AND TRAIL MAP, ATTACHING SAME TO THE 2018 SIDEWALK POLICY AND RESCINDING ALL PREVIOUS SIDEWALK POLICIES AND MAPS

WHEREAS, sidewalks and trails are an inherent part of a walkable community and it is the desire of the citizens of Colleyville to have a walkable community; and

WHEREAS, the City Council appointed a Colleyville Sidewalk Ad Hoc Committee in 2017, who worked with City staff to create the Sidewalk Policy; and

WHEREAS, the City Council appointed a Pedestrian Transportation Ad Hoc Committee in June 2019, whose duties were to identify and prioritize need and rationale for intra-connectivity of pedestrian transportation routes between neighborhoods and communal destinations, sidewalk transportation routes within neighborhoods, and creation of a single sidewalk and trail map; and

WHEREAS, the City Council has received the Final Report of the Pedestrian Transportation Ad Hoc Committee.

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

Sec. 1. THAT all of the above findings are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the City of Colleyville Sidewalk Policy is hereby amended and restated with the updated policy attached hereto as Exhibit "A".

Sec. 3. THAT the Supplemental Sidewalk Map attached as Exhibit "B" is hereby adopted and replaces the Supplemental Sidewalk Map (2008).

Sec. 3. THAT all previous Sidewalk Policies and Maps are hereby rescinded.

Sec. 4. THAT upon adoption of this resolution, staff will provide for amending the Land Development Code to accept the 2019 Sidewalks and Trail Map, replacing all references to any preceding maps.

Sec. 4. THAT this resolution shall become effective immediately from and after its passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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 7d **Agenda Date** 12/3/2019 **Number** Resolution R-19-4448
Type Resolution
Department City Secretary

Title
Repealing Resolution R-17-4208 and reorganizing the Colleyville Community Garden Advisory Committee, reappointing members, and assigning committee responsibilities

Strategic Plan
1.4 Communicate thoroughly and strategically

Explanation
Reading and Public Hearing

The City Council established the Colleyville Community Garden Advisory Committee, appointed members, and assigned committee responsibilities by Resolution R-17-4208, on December 7, 2017. When the Committee was appointed, it was to work with a non-profit 501(c)(3) Colleyville Community Garden Committee in an advisory position to the City Council. The nonprofit was never formally developed and the City Council appointed Colleyville Community Garden Advisory Committee attempted to develop a plan for a community garden at McPherson Park.

Since the Committee's inception, there have been resignations of three members and the Chair. By approval of the attached resolution, City Council is repealing Resolution R-17-4208 and restructuring the Committee and its charge. As discussed in the City Council Worksession on October 2, 2019, the terms of the Colleyville Community Garden Advisory Committee have changed from December to March and Applications for Appointment to all Boards, Commissions, and Committees are accepted year around.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Resolution R-19-4448

RESOLUTION R-19-4448

A RESOLUTION REPEALING RESOLUTION R-17-4208, REORGANIZING THE COLLEYVILLE COMMUNITY GARDEN ADVISORY COMMITTEE, REAPPOINTING MEMBERS, AND ASSIGNING COMMITTEE RESPONSIBILITIES

WHEREAS, the City Council established the Colleyville Community Garden Advisory Committee, appointed members, and assigned committee responsibilities by Resolution R-17-4208, on December 7, 2017; and

WHEREAS, the City Council desires to assess community support for the development and operation of a citizen community garden within the City of Colleyville; and

WHEREAS, the City Council desires to reorganize the Colleyville Community Garden Advisory Committee, reappoint members, and assign committee responsibilities.

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

Sec. 1. THAT Resolution R-17-4208 is repealed in its entirety.

Sec. 2. THAT the following citizens are hereby reappointed to the Colleyville Community Garden Advisory Committee:

- Amanda Novak, Chair
- Uma Lal
- Pam Buie
- Rich Hendler
- Linda Newton

Sec. 3. THAT total membership of the Committee may not exceed 11 members and additional members shall be appointed by the City Council at the request of the Chair.

Sec. 4. THAT the responsibilities of the Committee include:

a. Assess the desire of the community to establish and administer a community garden.

b. Recommend the location(s) for a community garden.

c. Establish evaluation criteria for the design, maintenance, and success of a community garden.

d. Evaluate and present the findings to the City Council, of recommended location, needs, to include site development, advertisement, fee structure, plot rules, and timelines, for the development and administration of the community garden.

e. Recommend the structure of the City of Colleyville's financial and administrative participation in the community garden.

f. Administer the building, funding, and general operation of the community garden at the direction of the City Council.

g. Report monthly to the City Council, all work of the committee, including the minutes of the meetings of the Committee.

Sec. 5. THAT the Colleyville Community Garden bylaws, approved by the City Council on June 4, 2019, will remain in effect for the administration of this Committee.

Sec. 6. THAT the following be applied for the conduct of business of the Committee:

a. A quorum consists of a majority of the committee membership.

b. All actions of the Committee must be approved by a majority of the membership of the Committee.

c. The chair shall preside over all meetings.

d. The Committee shall elect from its membership a vice-chair, who shall preside over meetings of the Committee in the absence of the chair, and a secretary, who shall be responsible for maintaining the minutes of the meetings, and provide same to the City of Colleyville City Secretary.

e. The Committee may appoint from its membership such subcommittees as it deems necessary.

Sec. 7. THAT the Committee shall exist perpetually unless such term is amended or abolished by the City Council; provided that, the members of the Committee shall serve two (2) year terms and shall be appointed by resolution in accordance with the City of Colleyville Charter.

Sec. 8. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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 7e **Agenda Date** 12/3/2019 **Number** Resolution R-19-4449
Type Resolution
Department City Manager

Title
Approval of a sublease agreement with Wells Fargo CPG, for the former Wachovia Bank building located at 5601 Colleyville Boulevard, for the Colleyville Business Center

Strategic Plan
1.1 Actively involve and engage stakeholders
1.4 Communicate thoroughly and strategically

Explanation
Reading and Public Hearing

This item is for approval of a sublease with Wells Fargo for the former Wachovia bank building at 5601 Colleyville Boulevard. The City proposes to sublease the building and utilize it as the Colleyville Business Center (CBC), which will also be the new home for the Colleyville Chamber of Commerce. The CBC will serve as a single-point resource for existing and prospective businesses. The space will have Chamber offices, a flex office for the City's SCORE representative, a large conference room, small conference rooms, a work and break room, reception area, as well as eight work stations. Programming for the CBC centers around "three Es": events, education, and entrepreneurism.

- Events: speaker series, Chamber's business after hours, Chamber's LEADS group, Chamber orientation, Coffee business roundtables, Open House
- Education: TCC non-credit courses (six-week cohort), SCORE business classes, lunch and learns with subject matter experts, case study presentations
- Entrepreneurism: 1 Million Cups registered site, pitch events/contests, work stations

The former Wachovia building has been and will be vacant until April 2025, when the original Wells Fargo lease ends. Many other commercial entities have expressed interest in this building; however, no one else can make a project work at the price of the lease. Wells Fargo is currently in years 16 – 20 of a 20-year lease, which is well over market rates for any property in Colleyville. Wells Fargo has agreed to a substantially lower sublease rate with the City. The City will finish the remainder of the original lease, ending April 2025.

Financial Impact
Funding is available via the TIF.

Recommendation
Approve

Attachments
1. Sublease
2. Resolution R-19-4449

SUBLEASE

Colleyville, TX – 5601 Colleyville Blvd. (BE #143257)

KEY PROVISIONS SUMMARY

Sublease Date:	The date this Sublease is executed by the last to sign of Sublandlord and Subtenant as shown on the signature page(s) attached hereto		
Sublandlord:	Wells Fargo Properties, Inc., a Minnesota Corporation, as successor in interest to Wells Fargo Bank, N.A., the successor in interest to Wachovia Bank, N.A.		
Subtenant:	The City of Colleyville		
Master Property:	That certain parcel of land, containing approximately 31 acres, located at the Northeast corner of State Highway 26 and Hall Johnson, in the City of Colleyville, County of Tarrant, State of Texas, and more particularly described in the Master Lease		
Premises:	That certain parcel of land containing approximately 80,000 square feet, located in the Town Center at Colleyville Development, as shown on the Site Plan attached hereto as Exhibit B		
Master Landlord:	Charles & Rob, LTD., a Texas limited partnership		
Master Lease:	Deed of Ground Lease by and between Master Landlord, as landlord, and Sublandlord, as tenant, dated April 30, 2004, as amended, by First Amendment to Deed of Ground Lease effective as of June 29, 2004, for the lease of the Master Property, attached hereto as Exhibit A		
Notices:	Sublandlord:	Subtenant:	
	Wells Fargo CPG Attn: Property Admin (BE #143257) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 F: 704.590.0436 E: PropertyAdmin@WellsFargo.com	City of Colleyville Attn: Mr. Mark Wood 100 Main St., 3rd Floor Colleyville, TX 76034 E: mwood@colleyville.com With email copy to: City Attorney Attn: Mr. Whitt L. Wyatt 100 Main St., 3rd Floor E: whitt@woodbanowsky.com	
Invoice Email Address:	_____ (Section 3.3) (to be used for invoices and billings only)		
Commencement Date/ Delivery Date:	Sublease Date (Section 2)		
Rent Commencement Date:	The date that is 90 days after the Commencement Date (Section 3)		
Expiration Date:	Midnight at the end of April 30, 2025 (Section 2)		
Base Rent:	Lease Period (dates)	Annual Base Rent (Section 3)	Monthly Base Rent (Section 3)
	Rent Commencement Date to December 31, 2020	$62,832.00*	$5,236.00
	January 1, 2021 to December 31, 2021	$64,717.00	$5,393.08
	January 1, 2022 to December 31, 2022	$66,676.00	$5,556.33
	January 1, 2023 to December 31, 2023	$68,709.00	$5,725.75
	January 1, 2024 to December 31, 2024	$70,778.00	$5,898.43
	January 1, 2025 to April 30, 2025	$72,901.34**	$6,075.11
	* If the Rent Commencement Date is after January 1, 2020, Subtenant shall be responsible for making Monthly Base Rent payments to Sublandlord from the Rent Commencement Date to December 31, 2020, not for the entire Annual Base Rent amount. ** Subtenant shall be responsible for making Monthly Base Rent payments to Sublandlord from January 1, 2025 to April 31, 2025, not for the entire Annual Base Rent amount		
Additional Rent:	Subtenant shall pay to Sublandlord real estate taxes, insurance, common area costs, and any other charges paid by Sublandlord for the Premises under the Master Lease. In addition, Subtenant is responsible for charges for all utility services provided to the Premises.		
Rent Payment Address:	U.S. Mail: Wells Fargo Bank, PO Box 887995, Los Angeles, CA 90088-7995 Overnight Delivery: Wells Fargo Lockbox 887995, 3440 Flair Drive, El Monte, CA 91731 ACH: Contact tenantadmin@wellsfargo.com to obtain ACH instructions		
Permitted Use:	Operation of an entrepreneur center in accordance with the terms of this Sublease and the Master Lease (Section 5)		

Broker:	Lem Miller with Sandia Commercial Real Estate, L.L.C., representing Sublandlord (Section 10)
Exhibits:	Exhibit A – Master Lease Exhibit B – Site Plan; Premises Exhibit C – Consent of Master Landlord

SUBLEASE

THIS SUBLEASE is made and entered into as of the Sublease Date by and between Sublandlord and Subtenant.

The parties agree as follows:

1. Master Lease Terms and Conditions.

1.1. References in the body of this Sublease to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Sublease (e.g., Section references in the right-hand column of the Key Provisions Summary) incorporate all the terms provided under each such referenced portion of the body of the Sublease. Notwithstanding anything set forth above, if there is any inconsistency between the Key Provisions Summary and another portion of this Sublease, the terms of the Key Provisions Summary control.

1.2. Except as set forth herein, this Sublease is made upon, and is subject and subordinate to, all of the terms, covenants, and conditions of the Master Lease (including the requirement of Master Landlord consent to this Sublease, if applicable), covenants, conditions, and restrictions, and all mortgages, leases, and other documents to which the Master Lease is or may hereafter become subject and subordinate. Subtenant shall, upon request, execute certificates reasonably requested to confirm such subordination. Subtenant shall pay all charges that may be due to Master Landlord under the Master Lease for any approvals by Master Landlord to matters requested by Subtenant. If Master Landlord's consent is required for this Sublease, and Master Landlord does not consent to this Sublease within 90 days after the Sublease Date, either party may thereafter terminate this Sublease by sending written notice of termination to the other party prior to Master Landlord issuing such consent.

1.3. Subtenant shall assume, faithfully perform, observe, and be bound by all of the terms, covenants, and conditions applicable to the Premises required to be performed by or on the part of tenant under the Master Lease. Any default by Master Landlord does not affect this Sublease or waive or defer the performance of any of Subtenant's obligations hereunder. Subtenant shall not do or cause to be done or suffer or permit any act to be done which would or might (i) cause the Master Lease, or the rights of Sublandlord as tenant under the Master Lease, to be endangered, canceled, terminated, forfeited, or surrendered or (ii) cause Sublandlord to be in default under the Master Lease or liable for any damage, claim, or penalty under the Master Lease. Subtenant shall obtain Sublandlord's consent whenever Master Landlord's consent is needed under the Master Lease.

1.4. If there is any conflict between the provisions of this Sublease and the provisions of the Master Lease that would permit Subtenant to do or cause to be done or suffer or permit anything to be done that is prohibited by the Master Lease, then the provisions of the Master Lease prevail. Sublandlord does not covenant to perform any obligations undertaken or assumed by the Master Landlord under the Master Lease. Sublandlord shall assist Subtenant in securing the performance of any responsibility of Master Landlord under the terms of the Master Lease. Sublandlord shall maintain the Master Lease in full force and effect during the Sublease Term; provided, however, that Sublandlord is not liable for any early termination of or default under the Master Lease that is not due to the gross negligence or willful or wanton misconduct of Sublandlord.

2. Premises & Term. Sublandlord hereby subleases the Premises to Subtenant and Subtenant hereby subleases the Premises from Sublandlord. The term of this Sublease begins on the Commencement Date and ends on the Expiration Date (the "**Sublease Term**").

3. Rent; Other Charges

3.1. Subtenant shall pay Sublandlord the annual Base Rent in twelve (12) equal monthly installments, in advance, not later than the first day of each calendar month, without notice, deduction, or offset, commencing on the Rent Commencement Date and continuing through the Sublease Term. If the Rent Commencement Date is not the first day of a calendar month, Base Rent will be pro-rated for such short-month and paid not later than the Rent Commencement Date.

3.2. Subtenant shall make all checks for all payments due hereunder payable to Sublandlord and mailed or delivered to the Rent Payment Address (or to such other address as Sublandlord may designate to Subtenant in writing). To defray administrative and handling expenses, Subtenant shall pay an additional charge of $50.00 for each returned check or ACH transfer. If any payment of Rent is not received by Sublandlord when due, then Subtenant shall pay Sublandlord the greater of (i) 5% of the late Rent or (ii) $250.00. In addition, if any payment of Rent is not received within ten days of when due, such late Rent shall bear interest at the lesser of 18% per annum, compounded monthly, or the maximum rate permitted under law ("**Interest**"), from the due date of such Rent until such Rent and all Interest accrued thereon is paid in full. Subtenant acknowledges that the aforementioned administrative charge, late charge, and Interest are in addition to Sublandlord's other rights and remedies available to Sublandlord. If Sublandlord accepts any payment after the applicable due date for payment, such acceptance does not excuse a delay upon subsequent occasions or constitute a waiver of any of Sublandlord's rights and remedies.

3.3. Sublandlord may send invoices to Subtenant for any charges due from Subtenant to Sublandlord under this Sublease using Subtenant's Invoice Email Address. Sublandlord shall not use Subtenant's Invoice Email Address for legal notices (unless such email address has been provided to Sublandlord as a notice address pursuant to Section 14 below). Subtenant may change Subtenant's Invoice Email Address by sending written notice thereof to Sublandlord.

3.4. Subtenant shall pay any applicable sales and use taxes levied upon base rent or additional rent, such taxes to be paid as and when due as provided by applicable law

3.5. Subtenant shall pay to Sublandlord real estate taxes, insurance, common area costs, and any other charges paid by Sublandlord for the Premises under the Master Lease.

3.6. Subtenant is responsible for charges for all utility services provided to the Premises.

4. Insurance. Subtenant shall, at its sole cost and expense, maintain all insurance policies required to be maintained by Sublandlord under the Master Lease; except that, instead of the $1,000,000.00 combined single limit for general liability insurance required under the Master Lease, Subtenant shall procure an maintain, general liability insurance with a combined single limit of not less than Two Million Dollars ($2,000,000.00) for any bodily injury or property damage. Sublandlord and Master Landlord shall be named as additional insureds under such insurance policies. Subtenant shall provide Sublandlord and Master Landlord with certificates of insurance evidencing the insurance to be maintained by Subtenant. All policies must provide that not less than 30 days' prior written notice of cancellation, material modification, reduction in coverage, or non-renewal will be given to Sublandlord and Master Landlord. Neither Sublandlord nor Subtenant are liable to the other party for damages to the Master Property, the Premises,

the improvements located thereon, or the contents thereof to the extent that such liability is coverable by a policy of insurance required to be maintained or actually maintained by the damaged party. Sublandlord and Subtenant hereby grant to one another on behalf of any insurer providing insurance to either covering the Master Property or the Premises, the improvements located thereon, or the contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other by virtue of payment of any loss under any such insurance. The foregoing provision is of no force or effect to the extent its existence or enforceability would adversely affect the enforceability, validity, and/or collectability of any insurance coverage claimed by either party provided that both parties shall obtain any insurance endorsements which may be available at nominal cost if such endorsements would permit the effectiveness of this provision under circumstances where it would otherwise be ineffective. If a party is unable to obtain such endorsement, such party shall notify the other party promptly of this inability. In the absence of such notification, each party is deemed to have obtained such waiver of subrogation.

5. Use and Compliance With Laws. Subtenant shall (a) use the Premises for the Permitted Use only and for no other purpose, (b) not conduct on the Premises nor permit to be conducted on the Premises any business that is in violation of applicable law, (c) maintain the Premises in compliance with Sublandlord's maintenance requirements under the Master Lease, (d) not operate a Financial Services Business (defined below) at the Premises, and (e) not generate, store, treat, or dispose of any hazardous, toxic, or regulated materials, substances, or wastes (as such terms are defined or used in the Master Lease) or otherwise breach any of the representations regarding hazardous materials, etc., contained in the Master Lease or this Sublease (Subtenant shall promptly notify Sublandlord of any written allegation of non-compliance in connection with hazardous materials, etc., at the Premises received by Subtenant). No termination, cancellation, or release agreement related to this Sublease entered into by Sublandlord or Master Landlord with Subtenant releases Subtenant from its obligations with respect to environmental law unless specifically agreed otherwise by Sublandlord and Master Landlord in writing. This Section survives the expiration or early termination of this Sublease. "**Financial Services Business**" means accepting deposits; originating loans; cashing checks; providing automated teller machine services; offering trust services; selling stocks, bonds, or mutual funds; or providing investment advice.

6. Alterations. Subtenant has examined the Premises and accepts the Premises in an "**AS IS**" "**WHERE IS**" "**WITH ALL FAULTS**" condition. Neither Sublandlord nor any of Sublandlord's agents, employees, or representatives have made any representation or warranty, either express or implied, with respect to the Premises or the use thereof by Subtenant. Subtenant shall not make any alterations to the Premises without Sublandlord's and Master Landlord's, as may be required, prior written consent. If any alterations are permitted, Subtenant shall comply with all requirements of the Master Lease with respect to such alterations, including contractor, subcontractor, supplier, or design professional liens and bonding. Any alterations made, other than the installation of Subtenant's personal property, shall remain on and be surrendered with the Premises on the expiration or earlier termination of the Sublease Term, unless such alterations are required to be removed pursuant to the terms of this Sublease or it becomes necessary for Sublandlord to require Subtenant to remove such alterations, in which case Subtenant shall, at its own cost, remove such alterations and repair any damage caused by such removal.

7. Indemnification. To the extent permitted by law, Subtenant shall indemnify, hold harmless, pay, and reimburse Sublandlord and Master Landlord from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part, or arising directly or indirectly out of (a) any occurrence in, about, upon, at, or from the Premises, associated with Subtenant's use or occupancy of the Premises; (b) any negligent or intentional act, omission, or misconduct of Subtenant, its employees, agents, or contractors; or (c) any breach by Subtenant of its obligations under this Sublease or the Master Lease.

8. Default. The occurrence of one or more of the following events (herein "**Event of Default**") constitutes a default by Subtenant and a breach of this Sublease: (i) the filing of a petition by Subtenant for adjudication as bankrupt, the involuntary adjudication of Subtenant as bankrupt, or the voluntary reorganization of Subtenant pursuant to the United States Bankruptcy Code; provided, that, in case of an involuntary proceeding, such proceeding is not dismissed within ninety days of the filing thereof; (ii) the appointment of a receiver for Subtenant; (iii) the making by Subtenant of any assignment for the benefit of creditors; (iv) the failure to pay rent within ten days after same becomes due or the failure to maintain the required insurance coverages to be maintained by Subtenant hereunder; (v) a default in the performance of any other covenant or condition of this Sublease on the part of Subtenant not cured within five days after Subtenant's receipt of written notice thereof (provided, however, that no notice is required for Sublandlord to commence to cure Subtenant's default in the event of an emergency or if required under the Master Lease); and (vi) any other act or omission which would constitute a default under the terms of the Master Lease.

9. Sublandlord's Remedies On Default By Subtenant. Upon the occurrence of an Event of Default, Sublandlord may terminate this Sublease and/or Subtenant's right to possession of the Premises at any time and re-enter the Premises. In addition, Sublandlord may pursue any and all other remedies available at law or in equity or as otherwise set forth in the Master Lease. No course of dealing between Sublandlord and Subtenant, or any delay on the part of Sublandlord in exercising any rights Sublandlord may have under this Sublease, operates as a waiver of any of the rights of Sublandlord hereunder nor does any waiver or prior default operate as a waiver of any subsequent default. In exercising its rights and remedies under this Sublease, Sublandlord is entitled to recover from Subtenant all costs incurred, including, without limitation, reasonable attorneys' fees.

10. Brokers. Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Sublease other than the Broker and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Sublease other than the Broker. Sublandlord shall pay to the Broker a commission fee pursuant to a separate written agreement with the Broker. To the extent permitted by law, each party shall indemnify and hold harmless the other party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

11. Assignment and Subletting. Subtenant shall not further sublet all or any portion of the Premises to others or assign or encumber this Sublease without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole discretion without considering the interests of Subtenant or any third-party. Consent by Sublandlord to one assignment or subletting is not a waiver of the prohibitions contained in this Section or in the Master Lease as to future assignments or subleases and all such later assignments or subleases may be made only with the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole discretion without considering the interests of Subtenant or any third-party. Subtenant is not released from any liability or obligation under this Sublease if Subtenant assigns this Sublease or sublets the Premises. If Subtenant sublets the Premises at a rental that exceeds all rentals to be paid to Sublandlord hereunder, Subtenant shall pay over any such excess to Sublandlord promptly after receipt thereof by Subtenant. Subtenant shall pay to Sublandlord a fee of $1,500 for Sublandlord's review of a request for consent to assign, encumber, or sublet.

12. Entry. Master Landlord and Sublandlord have the same rights to enter into the Premises as are provided to Master Landlord to enter the Premises in the Master Lease.

13. Holding Over. Subtenant has no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Subtenant's right to possession in consequence of an Event of Default hereunder. If Subtenant or any party claiming by, through or under Subtenant holds over, Sublandlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including, without limitation, damages payable by Sublandlord to Master Landlord by reason of such holdover. For each and every month or partial month that Subtenant or any party claiming by, through or under Subtenant remains in occupancy of all or any portion of the Premises after the expiration or termination of this Sublease, Subtenant shall pay, as minimum damages and not as a penalty, monthly rent at a rate equal to double the rate of monthly Base Rent and Additional Rent payable by Subtenant immediately prior to the expiration or other termination of this Sublease or of Subtenant's right of possession. The acceptance by Sublandlord of any lesser sum is a payment on account and not in satisfaction of damages for such holding over.

14. Notices.

14.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Sublease shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Sublease is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile (but only if a party's fax number is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice); or (e) email (but only if a party's email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice).

14.2. Addresses. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the addresses listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 14.

14.3. Effectiveness of a Notice. Except as provided elsewhere in this Sublease, a Notice is effective only if (A) the party giving the Notice has complied with Sections 14.1 and 14.2 above and (B) the Notice is deemed to have been received by the Addressee as provided below. A Notice is deemed to have been received by the Addressee as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt by the Addressee as indicated by the date on the signed receipt; (ii) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number; (iii) if a Notice is sent by email, upon sending the email to the Addressee's designated email address; and (iv) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice; provided, however, that if a Notice is sent by facsimile or email, the party sending the Notice also must send, on the date that the facsimile or email is sent, a confirmation copy of the Notice (including the acknowledgement/transmission report described above) by one of the other methods set forth in Section 14.1 above (or else such facsimile or email notice is void).

14.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day

where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

14.5. Business Day. "**Business Day**" (or "**business day**") means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Premises are located. If the last day of any time period hereunder, or the last day for performance of any obligation, or for giving any notice, or for taking any other action hereunder falls on a day that is not a Business Day, then the last day of such time period shall be extended to the first day thereafter that is a Business Day.

15. Certification. Subtenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or by the U.S. Treasury Department as a terrorist, a "Specially Designated National and Blocked Person," or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets control; and (ii) it is not engaged in this transaction directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

16. Confidentiality. Subtenant shall hold the terms of this Sublease in strict confidence, and will not disclose same to any person other than to (i) Subtenant's directors, officers, employees, and partners, and (ii) those brokers, consultants, lenders, or other third parties working with Subtenant in connection with this Sublease and who need to know such information for the purpose of consummating this transaction and who agree in writing to the terms of this Section. This confidentiality obligation will not be applicable to disclosure of information required by applicable law. Subtenant acknowledges and stipulates that Sublandlord may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Sublandlord has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Sublease or at law, Sublandlord may obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Subtenant, without the necessity of giving any notice of such default or opportunity to cure the same.

17. General Terms. (i) Sublandlord and Subtenant acknowledge that each of them and their respective counsel have had an opportunity to review this Sublease and that this Sublease will not be construed for or against either party merely because such party prepared or drafted this Sublease or any particular provision thereof; (ii) The descriptive headings/captions of the sections and subsections of this Sublease are for convenience only, do not constitute a part of this Sublease, and do not affect this Sublease's construction or interpretation; (iii) Whenever used in this Sublease: (A) the words "herein", "hereof", and similar words refer to this Sublease in its entirety and not solely to any specific sentence, paragraph, or section; (B) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (C) the word "shall" means "is obligated to"; (D) the word "may" means "is permitted to, but is not obligated to"; and (E) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Sublease; (iv) The parties may amend this Sublease only by a written agreement of the parties (or facsimile thereof per subpart (v) below) that identifies itself as an amendment to this Sublease; (vii) The parties may execute this Sublease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement; the signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., telecopier or scanned PDF by email) is as effective as executing and delivering this Sublease in the presence of the other parties to this Sublease; (viii) The submission of this Sublease to Subtenant does not constitute an offer to lease; (ix) This Sublease becomes effective only upon the execution and delivery thereof by both Sublandlord and Subtenant; (x) In the event of any litigation related to this Sublease, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the

"**Receiving Party**") against the other party (the "**Paying Party**") in such litigation, the Paying Party will pay upon demand all of the Receiving Party's costs, charges, and expenses (including but not limited to reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party shall not be entitled to any such costs, charges, expenses, or attorneys' fees; (xi) The laws of the state, commonwealth, or jurisdiction where the Premises are located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Sublease and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement; (xii) The terms, conditions, covenants, and agreements of this Sublease extend to and are binding upon Sublandlord, Subtenant, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Premises by operation of law or otherwise; (xiii) If any provision of this Sublease is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not) and if an unenforceable provision is modified or disregarded in accordance with this subsection, the rest of the Sublease is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable; (xiv) The provisions of this Sublease that would require that they survive the termination of the Sublease in whole or part to give them full effect will survive the termination of this Sublease in whole or part for any reason, regardless of the date, cause, or manner of such termination and all rights of action arising from or related to this Sublease that accrue during the term of the Sublease, and any remedies for such claims, both legal and equitable, will survive termination; (xv) The parties may waive any provision of this Sublease only by a writing executed by the party or parties against whom the waiver is sought to be enforced; No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Sublease, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition; and a waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity; and (xvi) Each party represents to the other that this Sublease has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Sublease.

18. Sublease Date. The date this Sublease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Sublease. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Sublease and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Sublease, then such date is the date of this Sublease.

19. Merger/Prior Agreements. THIS SUBLEASE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS SET FORTH IN THIS SUBLEASE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS SET FORTH IN THIS SUBLEASE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS SUBLEASE. THE PROVISIONS OF THIS SUBLEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS SUBLEASE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS SUBLEASE. THERE IS NO CONDITION

PRECEDENT TO THE EFFECTIVENESS OF THIS SUBLEASE OTHER THAN THOSE EXPRESSLY STATED IN THIS SUBLEASE.

20. Waiver of Jury Trial.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUBLEASE AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[Remainder of Page Left Blank Intentionally –
Signatures on Following Page(s)]

The parties hereby execute this Sublease as of the dates set forth below.

Sublandlord:

WELLS FARGO PROPERTIES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subtenant:

THE CITY OF COLLEYVILLE

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

MASTER LEASE

EXHIBIT B

SITE PLAN; PREMISES

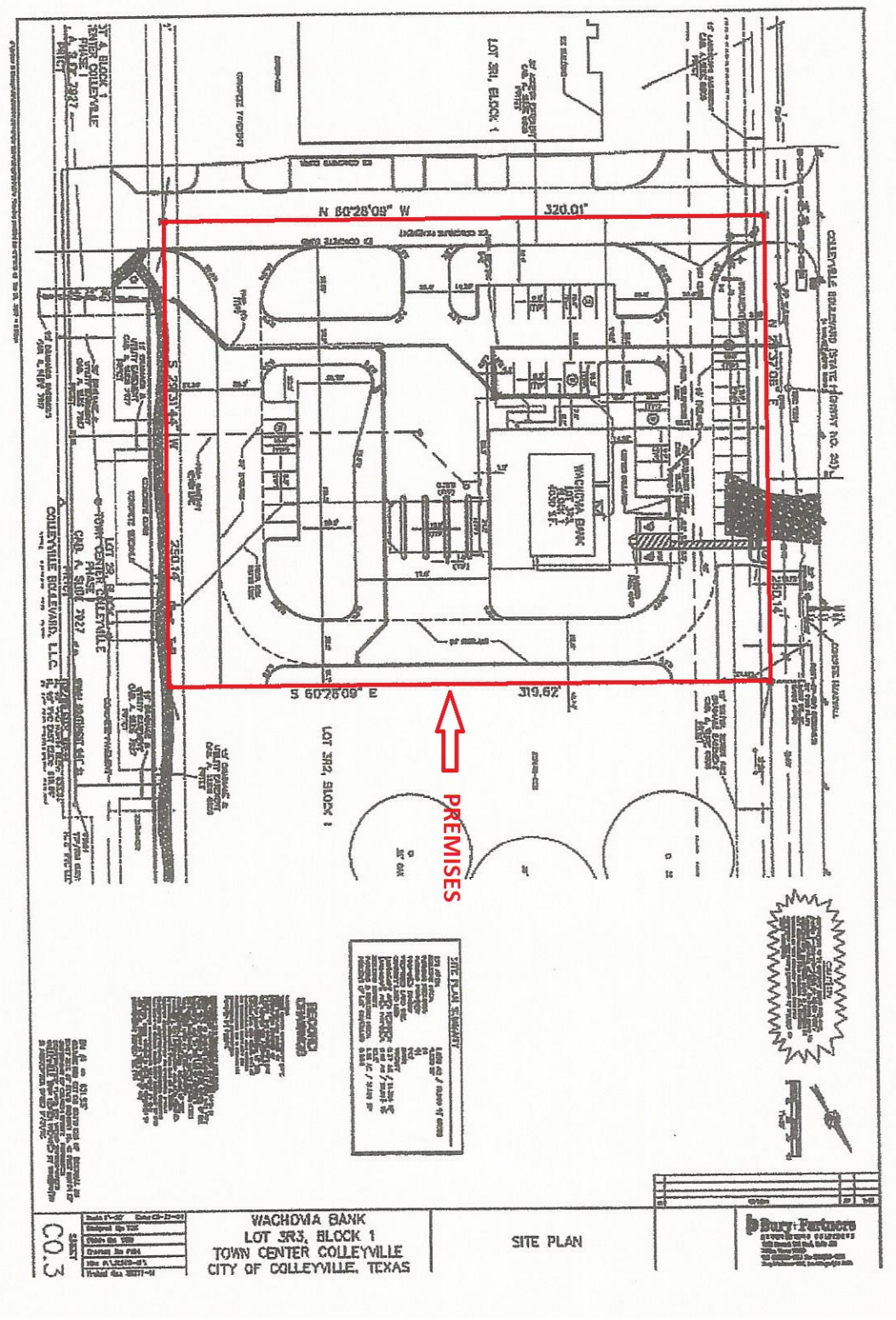


EXHIBIT C

CONSENT OF MASTER LANDLORD

Master Landlord hereby consents to this Sublease of the Premises and all the terms and provisions of this Sublease and acknowledges the right of Subtenant to all of the benefits and services due Sublandlord under the Master Lease during the Sublease Term; provided, however, Master Landlord's consent to this Sublease does not in any way expand the rights of Sublandlord or Subtenant beyond the rights granted in the Master Lease.

Master Landlord

By: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION R-19-4449

A RESOLUTION APPROVING A SUBLEASE AGREEMENT WITH WELLS FARGO CPG AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Colleyville recognizes that a strong and vibrant local economy is vitally important to the City's success; and

WHEREAS, the City of Colleyville desires to provide resources necessary to facilitate business development; and

WHEREAS, the City of Colleyville desires to create the Colleyville Business Center at 5601 Colleyville Boulevard in the building formerly occupied by Wachovia Bank; and

WHEREAS, the Colleyville Business Center will provide a new home for the Chamber of Commerce, provide a centralized location for business development in Colleyville, and provide a tenant to a key commercial building on Colleyville Boulevard that otherwise will remain empty until 2025.

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

Sec. 1. THAT the City Council hereby approves a sublease agreement with Wells Fargo CPG, attached as Exhibit "A", and authorizes the City Manager to execute the sublease agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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

Exhibit "A"

SUBLEASE

Colleyville, TX – 5601 Colleyville Blvd. (BE #143257)

KEY PROVISIONS SUMMARY

Sublease Date:	The date this Sublease is executed by the last to sign of Sublandlord and Subtenant as shown on the signature page(s) attached hereto		
Sublandlord:	Wells Fargo Properties, Inc., a Minnesota Corporation, as successor in interest to Wells Fargo Bank, N.A., the successor in interest to Wachovia Bank, N.A.		
Subtenant:	The City of Colleyville		
Master Property:	That certain parcel of land, containing approximately 31 acres, located at the Northeast corner of State Highway 26 and Hall Johnson, in the City of Colleyville, County of Tarrant, State of Texas, and more particularly described in the Master Lease		
Premises:	That certain parcel of land containing approximately 80,000 square feet, located in the Town Center at Colleyville Development, as shown on the Site Plan attached hereto as Exhibit B		
Master Landlord:	Charles & Rob, LTD., a Texas limited partnership		
Master Lease:	Deed of Ground Lease by and between Master Landlord, as landlord, and Sublandlord, as tenant, dated April 30, 2004, as amended, by First Amendment to Deed of Ground Lease effective as of June 29, 2004, for the lease of the Master Property, attached hereto as Exhibit A		
Notices:	Sublandlord:	Subtenant:	
	Wells Fargo CPG Attn: Property Admin (BE #143257) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 F: 704.590.0436 E: PropertyAdmin@WellsFargo.com	City of Colleyville Attn: Mr. Mark Wood 100 Main St., 3rd Floor Colleyville, TX 76034 E: mwood@colleyville.com With email copy to: City Attorney Attn: Mr. Whitt L. Wyatt 100 Main St., 3rd Floor E: whitt@woodbanowsky.com	
Invoice Email Address:	_____ (Section 3.3) (to be used for invoices and billings only)		
Commencement Date/ Delivery Date:	Sublease Date (Section 2)		
Rent Commencement Date:	The date that is 90 days after the Commencement Date (Section 3)		
Expiration Date:	Midnight at the end of April 30, 2025 (Section 2)		
Base Rent:	Lease Period (dates)	Annual Base Rent (Section 3)	Monthly Base Rent (Section 3)
	Rent Commencement Date to December 31, 2020	$62,832.00*	$5,236.00
	January 1, 2021 to December 31, 2021	$64,717.00	$5,393.08
	January 1, 2022 to December 31, 2022	$66,676.00	$5,556.33
	January 1, 2023 to December 31, 2023	$68,709.00	$5,725.75
	January 1, 2024 to December 31, 2024	$70,778.00	$5,898.43
	January 1, 2025 to April 30, 2025	$72,901.34**	$6,075.11
	* If the Rent Commencement Date is after January 1, 2020, Subtenant shall be responsible for making Monthly Base Rent payments to Sublandlord from the Rent Commencement Date to December 31, 2020, not for the entire Annual Base Rent amount. ** Subtenant shall be responsible for making Monthly Base Rent payments to Sublandlord from January 1, 2025 to April 31, 2025, not for the entire Annual Base Rent amount		
Additional Rent:	Subtenant shall pay to Sublandlord real estate taxes, insurance, common area costs, and any other charges paid by Sublandlord for the Premises under the Master Lease. In addition, Subtenant is responsible for charges for all utility services provided to the Premises.		
Rent Payment Address:	U.S. Mail: Wells Fargo Bank, PO Box 887995, Los Angeles, CA 90088-7995 Overnight Delivery: Wells Fargo Lockbox 887995, 3440 Flair Drive, El Monte, CA 91731 ACH: Contact tenantadmin@wellsfargo.com to obtain ACH instructions		
Permitted Use:	Operation of an entrepreneur center in accordance with the terms of this Sublease and the Master Lease (Section 5)		

Broker:	Lem Miller with Sandia Commercial Real Estate, L.L.C., representing Sublandlord (Section 10)
Exhibits:	Exhibit A – Master Lease Exhibit B – Site Plan; Premises Exhibit C – Consent of Master Landlord

SUBLEASE

THIS SUBLEASE is made and entered into as of the Sublease Date by and between Sublandlord and Subtenant.

The parties agree as follows:

1. Master Lease Terms and Conditions.

1.1. References in the body of this Sublease to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Sublease (e.g., Section references in the right-hand column of the Key Provisions Summary) incorporate all the terms provided under each such referenced portion of the body of the Sublease. Notwithstanding anything set forth above, if there is any inconsistency between the Key Provisions Summary and another portion of this Sublease, the terms of the Key Provisions Summary control.

1.2. Except as set forth herein, this Sublease is made upon, and is subject and subordinate to, all of the terms, covenants, and conditions of the Master Lease (including the requirement of Master Landlord consent to this Sublease, if applicable), covenants, conditions, and restrictions, and all mortgages, leases, and other documents to which the Master Lease is or may hereafter become subject and subordinate. Subtenant shall, upon request, execute certificates reasonably requested to confirm such subordination. Subtenant shall pay all charges that may be due to Master Landlord under the Master Lease for any approvals by Master Landlord to matters requested by Subtenant. If Master Landlord's consent is required for this Sublease, and Master Landlord does not consent to this Sublease within 90 days after the Sublease Date, either party may thereafter terminate this Sublease by sending written notice of termination to the other party prior to Master Landlord issuing such consent.

1.3. Subtenant shall assume, faithfully perform, observe, and be bound by all of the terms, covenants, and conditions applicable to the Premises required to be performed by or on the part of tenant under the Master Lease. Any default by Master Landlord does not affect this Sublease or waive or defer the performance of any of Subtenant's obligations hereunder. Subtenant shall not do or cause to be done or suffer or permit any act to be done which would or might (i) cause the Master Lease, or the rights of Sublandlord as tenant under the Master Lease, to be endangered, canceled, terminated, forfeited, or surrendered or (ii) cause Sublandlord to be in default under the Master Lease or liable for any damage, claim, or penalty under the Master Lease. Subtenant shall obtain Sublandlord's consent whenever Master Landlord's consent is needed under the Master Lease.

1.4. If there is any conflict between the provisions of this Sublease and the provisions of the Master Lease that would permit Subtenant to do or cause to be done or suffer or permit anything to be done that is prohibited by the Master Lease, then the provisions of the Master Lease prevail. Sublandlord does not covenant to perform any obligations undertaken or assumed by the Master Landlord under the Master Lease. Sublandlord shall assist Subtenant in securing the performance of any responsibility of Master Landlord under the terms of the Master Lease. Sublandlord shall maintain the Master Lease in full force and effect during the Sublease Term; provided, however, that Sublandlord is not liable for any early termination of or default under the Master Lease that is not due to the gross negligence or willful or wanton misconduct of Sublandlord.

2. Premises & Term. Sublandlord hereby subleases the Premises to Subtenant and Subtenant hereby subleases the Premises from Sublandlord. The term of this Sublease begins on the Commencement Date and ends on the Expiration Date (the "**Sublease Term**").

3. Rent; Other Charges

3.1. Subtenant shall pay Sublandlord the annual Base Rent in twelve (12) equal monthly installments, in advance, not later than the first day of each calendar month, without notice, deduction, or offset, commencing on the Rent Commencement Date and continuing through the Sublease Term. If the Rent Commencement Date is not the first day of a calendar month, Base Rent will be pro-rated for such short-month and paid not later than the Rent Commencement Date.

3.2. Subtenant shall make all checks for all payments due hereunder payable to Sublandlord and mailed or delivered to the Rent Payment Address (or to such other address as Sublandlord may designate to Subtenant in writing). To defray administrative and handling expenses, Subtenant shall pay an additional charge of $50.00 for each returned check or ACH transfer. If any payment of Rent is not received by Sublandlord when due, then Subtenant shall pay Sublandlord the greater of (i) 5% of the late Rent or (ii) $250.00. In addition, if any payment of Rent is not received within ten days of when due, such late Rent shall bear interest at the lesser of 18% per annum, compounded monthly, or the maximum rate permitted under law ("**Interest**"), from the due date of such Rent until such Rent and all Interest accrued thereon is paid in full. Subtenant acknowledges that the aforementioned administrative charge, late charge, and Interest are in addition to Sublandlord's other rights and remedies available to Sublandlord. If Sublandlord accepts any payment after the applicable due date for payment, such acceptance does not excuse a delay upon subsequent occasions or constitute a waiver of any of Sublandlord's rights and remedies.

3.3. Sublandlord may send invoices to Subtenant for any charges due from Subtenant to Sublandlord under this Sublease using Subtenant's Invoice Email Address. Sublandlord shall not use Subtenant's Invoice Email Address for legal notices (unless such email address has been provided to Sublandlord as a notice address pursuant to Section 14 below). Subtenant may change Subtenant's Invoice Email Address by sending written notice thereof to Sublandlord.

3.4. Subtenant shall pay any applicable sales and use taxes levied upon base rent or additional rent, such taxes to be paid as and when due as provided by applicable law

3.5. Subtenant shall pay to Sublandlord real estate taxes, insurance, common area costs, and any other charges paid by Sublandlord for the Premises under the Master Lease.

3.6. Subtenant is responsible for charges for all utility services provided to the Premises.

4. Insurance. Subtenant shall, at its sole cost and expense, maintain all insurance policies required to be maintained by Sublandlord under the Master Lease; except that, instead of the $1,000,000.00 combined single limit for general liability insurance required under the Master Lease, Subtenant shall procure an maintain, general liability insurance with a combined single limit of not less than Two Million Dollars ($2,000,000.00) for any bodily injury or property damage. Sublandlord and Master Landlord shall be named as additional insureds under such insurance policies. Subtenant shall provide Sublandlord and Master Landlord with certificates of insurance evidencing the insurance to be maintained by Subtenant. All policies must provide that not less than 30 days' prior written notice of cancellation, material modification, reduction in coverage, or non-renewal will be given to Sublandlord and Master Landlord. Neither Sublandlord nor Subtenant are liable to the other party for damages to the Master Property, the Premises, the improvements located thereon, or the contents thereof to the extent that such liability is coverable by a policy

of insurance required to be maintained or actually maintained by the damaged party. Sublandlord and Subtenant hereby grant to one another on behalf of any insurer providing insurance to either covering the Master Property or the Premises, the improvements located thereon, or the contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other by virtue of payment of any loss under any such insurance. The foregoing provision is of no force or effect to the extent its existence or enforceability would adversely affect the enforceability, validity, and/or collectability of any insurance coverage claimed by either party provided that both parties shall obtain any insurance endorsements which may be available at nominal cost if such endorsements would permit the effectiveness of this provision under circumstances where it would otherwise be ineffective. If a party is unable to obtain such endorsement, such party shall notify the other party promptly of this inability. In the absence of such notification, each party is deemed to have obtained such waiver of subrogation.

5. **Use and Compliance With Laws.** Subtenant shall (a) use the Premises for the Permitted Use only and for no other purpose, (b) not conduct on the Premises nor permit to be conducted on the Premises any business that is in violation of applicable law, (c) maintain the Premises in compliance with Sublandlord's maintenance requirements under the Master Lease, (d) not operate a Financial Services Business (defined below) at the Premises, and (e) not generate, store, treat, or dispose of any hazardous, toxic, or regulated materials, substances, or wastes (as such terms are defined or used in the Master Lease) or otherwise breach any of the representations regarding hazardous materials, etc., contained in the Master Lease or this Sublease (Subtenant shall promptly notify Sublandlord of any written allegation of non-compliance in connection with hazardous materials, etc., at the Premises received by Subtenant). No termination, cancellation, or release agreement related to this Sublease entered into by Sublandlord or Master Landlord with Subtenant releases Subtenant from its obligations with respect to environmental law unless specifically agreed otherwise by Sublandlord and Master Landlord in writing. This Section survives the expiration or early termination of this Sublease. "**Financial Services Business**" means accepting deposits; originating loans; cashing checks; providing automated teller machine services; offering trust services; selling stocks, bonds, or mutual funds; or providing investment advice.

6. **Alterations.** Subtenant has examined the Premises and accepts the Premises in an "**AS IS**" "**WHERE IS**" "**WITH ALL FAULTS**" condition. Neither Sublandlord nor any of Sublandlord's agents, employees, or representatives have made any representation or warranty, either express or implied, with respect to the Premises or the use thereof by Subtenant. Subtenant shall not make any alterations to the Premises without Sublandlord's and Master Landlord's, as may be required, prior written consent. If any alterations are permitted, Subtenant shall comply with all requirements of the Master Lease with respect to such alterations, including contractor, subcontractor, supplier, or design professional liens and bonding. Any alterations made, other than the installation of Subtenant's personal property, shall remain on and be surrendered with the Premises on the expiration or earlier termination of the Sublease Term, unless such alterations are required to be removed pursuant to the terms of this Sublease or it becomes necessary for Sublandlord to require Subtenant to remove such alterations, in which case Subtenant shall, at its own cost, remove such alterations and repair any damage caused by such removal.

7. **Indemnification.** To the extent permitted by law, Subtenant shall indemnify, hold harmless, pay, and reimburse Sublandlord and Master Landlord from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part, or arising directly or indirectly out of (a) any occurrence in, about, upon, at, or from the Premises, associated with Subtenant's use or occupancy of the Premises; (b) any negligent or intentional act, omission, or misconduct of Subtenant, its employees, agents, or contractors; or (c) any breach by Subtenant of its obligations under this Sublease or the Master Lease.

8. Default. The occurrence of one or more of the following events (herein "**Event of Default**") constitutes a default by Subtenant and a breach of this Sublease: (i) the filing of a petition by Subtenant for adjudication as bankrupt, the involuntary adjudication of Subtenant as bankrupt, or the voluntary reorganization of Subtenant pursuant to the United States Bankruptcy Code; provided, that, in case of an involuntary proceeding, such proceeding is not dismissed within ninety days of the filing thereof; (ii) the appointment of a receiver for Subtenant; (iii) the making by Subtenant of any assignment for the benefit of creditors; (iv) the failure to pay rent within ten days after same becomes due or the failure to maintain the required insurance coverages to be maintained by Subtenant hereunder; (v) a default in the performance of any other covenant or condition of this Sublease on the part of Subtenant not cured within five days after Subtenant's receipt of written notice thereof (provided, however, that no notice is required for Sublandlord to commence to cure Subtenant's default in the event of an emergency or if required under the Master Lease); and (vi) any other act or omission which would constitute a default under the terms of the Master Lease.

9. Sublandlord's Remedies On Default By Subtenant. Upon the occurrence of an Event of Default, Sublandlord may terminate this Sublease and/or Subtenant's right to possession of the Premises at any time and re-enter the Premises. In addition, Sublandlord may pursue any and all other remedies available at law or in equity or as otherwise set forth in the Master Lease. No course of dealing between Sublandlord and Subtenant, or any delay on the part of Sublandlord in exercising any rights Sublandlord may have under this Sublease, operates as a waiver of any of the rights of Sublandlord hereunder nor does any waiver or prior default operate as a waiver of any subsequent default. In exercising its rights and remedies under this Sublease, Sublandlord is entitled to recover from Subtenant all costs incurred, including, without limitation, reasonable attorneys' fees.

10. Brokers. Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Sublease other than the Broker and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Sublease other than the Broker. Sublandlord shall pay to the Broker a commission fee pursuant to a separate written agreement with the Broker. To the extent permitted by law, each party shall indemnify and hold harmless the other party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

11. Assignment and Subletting. Subtenant shall not further sublet all or any portion of the Premises to others or assign or encumber this Sublease without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole discretion without considering the interests of Subtenant or any third-party. Consent by Sublandlord to one assignment or subletting is not a waiver of the prohibitions contained in this Section or in the Master Lease as to future assignments or subleases and all such later assignments or subleases may be made only with the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole discretion without considering the interests of Subtenant or any third-party. Subtenant is not released from any liability or obligation under this Sublease if Subtenant assigns this Sublease or sublets the Premises. If Subtenant sublets the Premises at a rental that exceeds all rentals to be paid to Sublandlord hereunder, Subtenant shall pay over any such excess to Sublandlord promptly after receipt thereof by Subtenant. Subtenant shall pay to Sublandlord a fee of $1,500 for Sublandlord's review of a request for consent to assign, encumber, or sublet.

12. Entry. Master Landlord and Sublandlord have the same rights to enter into the Premises as are provided to Master Landlord to enter the Premises in the Master Lease.

13. Holding Over. Subtenant has no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Subtenant's right to possession in consequence of an Event of Default hereunder. If Subtenant or any party claiming by, through or under Subtenant holds over, Sublandlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including, without limitation, damages payable by Sublandlord to Master Landlord by reason of such holdover. For each and every month or partial month that Subtenant or any party claiming by, through or under Subtenant remains in occupancy of all or any portion of the Premises after the expiration or termination of this Sublease, Subtenant shall pay, as minimum damages and not as a penalty, monthly rent at a rate equal to double the rate of monthly Base Rent and Additional Rent payable by Subtenant immediately prior to the expiration or other termination of this Sublease or of Subtenant's right of possession. The acceptance by Sublandlord of any lesser sum is a payment on account and not in satisfaction of damages for such holding over.

14. Notices.

14.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Sublease shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Sublease is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile (but only if a party's fax number is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice); or (e) email (but only if a party's email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice).

14.2. Addresses. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the addresses listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 14.

14.3. Effectiveness of a Notice. Except as provided elsewhere in this Sublease, a Notice is effective only if (A) the party giving the Notice has complied with Sections 14.1 and 14.2 above and (B) the Notice is deemed to have been received by the Addressee as provided below. A Notice is deemed to have been received by the Addressee as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt by the Addressee as indicated by the date on the signed receipt; (ii) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number; (iii) if a Notice is sent by email, upon sending the email to the Addressee's designated email address; and (iv) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice; provided, however, that if a Notice is sent by facsimile or email, the party sending the Notice also must send, on the date that the facsimile or email is sent, a confirmation copy of the Notice (including the acknowledgement/transmission report described above) by one of the other methods set forth in Section 14.1 above (or else such facsimile or email notice is void).

14.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day

where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

14.5. Business Day. "**Business Day**" (or "**business day**") means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Premises are located. If the last day of any time period hereunder, or the last day for performance of any obligation, or for giving any notice, or for taking any other action hereunder falls on a day that is not a Business Day, then the last day of such time period shall be extended to the first day thereafter that is a Business Day.

15. Certification. Subtenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or by the U.S. Treasury Department as a terrorist, a "Specially Designated National and Blocked Person," or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets control; and (ii) it is not engaged in this transaction directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

16. Confidentiality. Subtenant shall hold the terms of this Sublease in strict confidence, and will not disclose same to any person other than to (i) Subtenant's directors, officers, employees, and partners, and (ii) those brokers, consultants, lenders, or other third parties working with Subtenant in connection with this Sublease and who need to know such information for the purpose of consummating this transaction and who agree in writing to the terms of this Section. This confidentiality obligation will not be applicable to disclosure of information required by applicable law. Subtenant acknowledges and stipulates that Sublandlord may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Sublandlord has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Sublease or at law, Sublandlord may obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Subtenant, without the necessity of giving any notice of such default or opportunity to cure the same.

17. General Terms. (i) Sublandlord and Subtenant acknowledge that each of them and their respective counsel have had an opportunity to review this Sublease and that this Sublease will not be construed for or against either party merely because such party prepared or drafted this Sublease or any particular provision thereof; (ii) The descriptive headings/captions of the sections and subsections of this Sublease are for convenience only, do not constitute a part of this Sublease, and do not affect this Sublease's construction or interpretation; (iii) Whenever used in this Sublease: (A) the words "herein", "hereof", and similar words refer to this Sublease in its entirety and not solely to any specific sentence, paragraph, or section; (B) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (C) the word "shall" means "is obligated to"; (D) the word "may" means "is permitted to, but is not obligated to"; and (E) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Sublease; (iv) The parties may amend this Sublease only by a written agreement of the parties (or facsimile thereof per subpart (v) below) that identifies itself as an amendment to this Sublease; (vii) The parties may execute this Sublease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement; the signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., telecopier or scanned PDF by email) is as effective as executing and delivering this Sublease in the presence of the other parties to this Sublease; (viii) The submission of this Sublease to Subtenant does not constitute an offer to lease; (ix) This Sublease becomes effective only upon the execution and delivery thereof by both Sublandlord and Subtenant; (x) In the event of any litigation related to this Sublease, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the "**Receiving**

Party") against the other party (the "**Paying Party**") in such litigation, the Paying Party will pay upon demand all of the Receiving Party's costs, charges, and expenses (including but not limited to reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party shall not be entitled to any such costs, charges, expenses, or attorneys' fees; (xi) The laws of the state, commonwealth, or jurisdiction where the Premises are located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Sublease and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement; (xii) The terms, conditions, covenants, and agreements of this Sublease extend to and are binding upon Sublandlord, Subtenant, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Premises by operation of law or otherwise; (xiii) If any provision of this Sublease is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not) and if an unenforceable provision is modified or disregarded in accordance with this subsection, the rest of the Sublease is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable; (xiv) The provisions of this Sublease that would require that they survive the termination of the Sublease in whole or part to give them full effect will survive the termination of this Sublease in whole or part for any reason, regardless of the date, cause, or manner of such termination and all rights of action arising from or related to this Sublease that accrue during the term of the Sublease, and any remedies for such claims, both legal and equitable, will survive termination; (xv) The parties may waive any provision of this Sublease only by a writing executed by the party or parties against whom the waiver is sought to be enforced; No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Sublease, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition; and a waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity; and (xvi) Each party represents to the other that this Sublease has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Sublease.

18. Sublease Date. The date this Sublease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Sublease. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Sublease and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Sublease, then such date is the date of this Sublease.

19. Merger/Prior Agreements. THIS SUBLEASE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS SET FORTH IN THIS SUBLEASE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS SET FORTH IN THIS SUBLEASE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS SUBLEASE. THE PROVISIONS OF THIS SUBLEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS SUBLEASE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS SUBLEASE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS SUBLEASE OTHER THAN THOSE EXPRESSLY STATED IN THIS SUBLEASE.

20. <u>Waiver of Jury Trial</u>.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUBLEASE AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[Remainder of Page Left Blank Intentionally –
Signatures on Following Page(s)]

The parties hereby execute this Sublease as of the dates set forth below.

Sublandlord:

WELLS FARGO PROPERTIES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subtenant:

THE CITY OF COLLEYVILLE

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

MASTER LEASE

EXHIBIT B

SITE PLAN; PREMISES

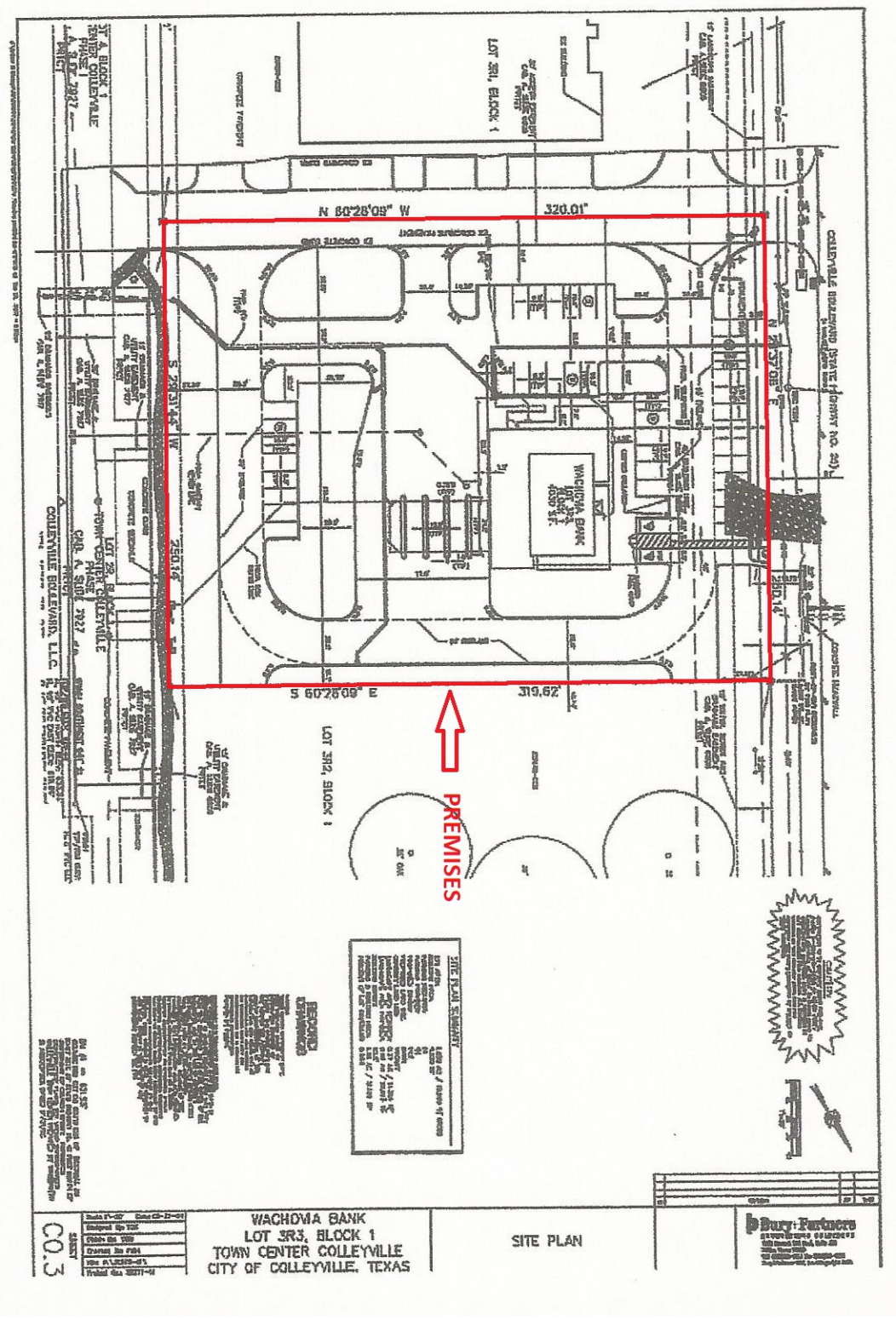


EXHIBIT C

CONSENT OF MASTER LANDLORD

Master Landlord hereby consents to this Sublease of the Premises and all the terms and provisions of this Sublease and acknowledges the right of Subtenant to all of the benefits and services due Sublandlord under the Master Lease during the Sublease Term; provided, however, Master Landlord's consent to this Sublease does not in any way expand the rights of Sublandlord or Subtenant beyond the rights granted in the Master Lease.

Master Landlord

By: _____

Print Name:_____

Title: _____

Date: _____

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 7f **Agenda Date** 12/3/2019 **Number** Resolution R-19-4450
Type Resolution
Department City Manager

Title
Approval of a membership agreement with the Colleyville Chamber of Commerce for the Colleyville Business Center

Strategic Plan
5.4 Actively seek public/private partnerships

Explanation
Reading and Public Hearing

This item is for approval of a membership agreement with the Colleyville Chamber of Commerce to locate within the Colleyville Business Center. The Chamber has been located within City Hall for the last 18 months, which has been a transition location to a more permanent space. Partnering with the Chamber of Commerce for the Colleyville Business Center is a win-win for both organizations as both seek to facilitate business development within the City.

Membership Agreement deal points are as follows:

- Term: Initial three-year period with two additional one year renewal periods
- Membership Dues: Initial fee of $20.00/sq. ft. per year for 750 square feet ($15,000.00 annually). Annual escalator of the greater of the 4% or the annual CPI.

Chamber Obligations:

- Chamber will adequately staff the premises at all times during regular business hours (8:00 a.m. - 5:00 p.m.)
- Chamber will work jointly with City on the management and operation of the Colleyville Business Center. Chamber shall be primarily responsible for the day-to-day management of all members who use the premises.
- Chamber shall be responsible for administering the scheduling of all conference rooms and other public space amenities by other members, as well as scheduling for all events, programs and other functions that may occur on the premises.
- Chamber will have non-exclusive access to utilize center amenities, including reserving conference rooms at times when the rooms are not already reserved by other members or by City. Chamber shall not reserve more than 10 hours of

conference room time each month without prior written approval from City.
- Chamber will be responsible for all mail and package services at the premises (including member mail and package services).

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments
1. Colleyville Business Center Membership Agreement
2. Resolution R-19-4450

Colleyville Business Center
Membership Summary

Member Contact Information

Company/Individual: Colleyville Chamber of Commerce

Company Type: Non-profit organization

Primary Member: _____

Notice Address: _____

Phone: _____

Email: _____

Membership Information

Company Name: Colleyville Chamber of Commerce

Start Date: _____

Term: *See Addendum A*

Office Type: Dedicated Space (*See Addendum A*)

Membership Dues: *See Addendum A*

Special Conditions: *See Addendum A*

Membership Agreement Documents

The following documents constitute the entire membership agreement (the "Agreement"):

1. This Membership Summary
2. The Membership Terms and Conditions
3. Addendum A – Description of Office Space; Special Conditions
4. Addendum B – Authorized Member List

Authorized Signatures

This Agreement, including all addenda hereto, shall be effective immediately upon both parties signing in the space provided below. By signing below you hereby agree you shall be bound by and comply with all obligations described in this Agreement.

For City of Colleyville:

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

For Company:

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

Membership Terms and Conditions

This Membership Agreement is made and entered into as of the Effective Date by and between Company and City, each a 'party' and collectively the 'parties' hereto.

The parties agree as follows:

1. Definitions

1.1. "City," "we" or "us" means the City of Colleyville, Texas.

1.2. "Commitment Term" means the minimum required term under this Agreement.

1.3. "Company" or "you" means the individual, company, or entity, identified in the Membership Agreement Summary that has entered into this Agreement with the City.

1.4. "Effective Date" means the date that all parties have signed the Member Summary page of this Agreement.

1.5. "Member(s)" means all persons authorized in Addendum B to use the Office Space.

1.6. "Office Space" means the office and/or workspace location(s) specified in the Membership Summary for use by Company and its Members, as further described in the Addendum A.

1.7. "Premises" means the Colleyville Business Center premises described in Addendum A.

1.8. "Primary Member" means the Primary Member contact for City.

1.9. "Premises" means the building and premises located at 5601 Colleyville Boulevard, Colleyville, Texas, 76034. The Office Space is located within the main building on the Premises consisting of approximately 3,696 sq. ft.

1.10. "Services" means the services provided by City to Company, as defined in Section 3.2 of this Agreement.

1.11. "Start Date" means the start date set forth in the Membership Summary.

2. Term; Termination

2.1. **Term.** This Agreement will be effective when signed by both parties ("Effective Date"); provided that we have no obligations to provide you with the Services until the Start Date. Unless otherwise set forth in the Membership Summary, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term a "Renewal Term"). The Commitment Term and all subsequent Renewal Terms shall constitute the "Term." If no Commitment Term is indicated on your Membership Details Form, the default Commitment Term shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.

2.2. **Move-In.** If the Start Date is a Regular Business Day, you will be entitled to move into the Office Space after 8:00 a.m. on the Start Date. If the Start Date is not a Regular Business Day, you will be entitled to move into the Office Space only upon written permission by City.

2.3. **Termination or Suspension After the Start Date by Us.** We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your Members fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by us; or (v) at any other time, when we, in our reasonable discretion, see fit to do so.

You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.

2.4. **Service Retainer.** After termination or expiration of this Agreement, we will return any balance of your Service Retainer to you in accordance with Section 4 of this Agreement.

2.5. **Removal of Property Upon Termination.** Prior to the termination or expiration of this Agreement, you will remove all of your, your Members', and your or their guests' property from the Office Space and Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Office Space or Premises after the termination or expiration of this Agreement and will not have any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

3. Use of the Premises; Membership Services; Member Lists

3.1. **Use of the Premises; Nature of this Agreement**. Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Office Space remains our property and in our possession and control. We are giving you the right to share with us the use of the Office Space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

3.2. **Services.** Subject to the terms and conditions of this Agreement and any other policies we make available to you from time to time, during the Term, City will use commercially reasonable efforts to provide you (and your Members, as applicable) the services described below.

- Heat and air-conditioning in the Office Space during Regular Business Hours on Regular Business Days.
- Regular maintenance of the Office Space, which will typically be consistent with the maintenance provided to similar workspaces in the Premises, provided that we will not be responsible for damage exceeding normal wear and tear.
- Furnishings for the Office Space of the quality and in the quantity typically provided to other Member Companies with similar office space, workstations, and/or other workspace, as applicable, in the Premises.
- Access to and use of the shared internet connection.
- Use of the printers, copiers and/or scanners made publicly available in the Premises.
- Use of the public conference rooms on the Premises during Regular Business Hours on Regular Business Days, subject to availability and your prior reservation of such conference rooms.

3.3. **Business Hours/Days.** "Regular Business Hours" are generally from 8:00 a.m. to 5:00 p.m. CST on Regular Business Days. "Regular Business Days" are all weekdays, except local bank/government holidays.

3.4. **City Access; Maintenance.** We are entitled to access your Office Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other

purposes. We may temporarily move furniture contained in your Office Space. We reserve the right to alter your Office Space, provided that we will not do so in a manner that substantially decreases the square footage of your assigned Office Space. We may also modify or reduce the list of Services or furnishings provided for your Office Space at any time. The Services may be provided by us, an affiliate or a third party. City and our agents, employees or contractors may enter upon the Premises for the purpose of performing repairs and maintenance work to the Premises. If maintenance work requiring removal of your property from the Premises is required, we agree to provide you with reasonable notice prior to commencing such work to allow you to remove such property. Decisions as to the extent to which you will be required to remove such property shall be within the sole discretion of City. If, however, in our sole discretion, we determine that repair or maintenance requires immediate action, we will take reasonable efforts to notify you but may perform such repair or maintenance without first notifying you; and may further take such action as is required, including but not limited to removing any and all of your property. In no event shall we be liable for any expenses associated with our removal of property or for lost or anticipated profits.

3.5. **The Member List.** Only those individuals set forth on the Member List will be deemed to be "Members" and entitled to the benefits described in this Agreement. Your Members will be able to begin using, accessing, and/or receiving the Services on the later of (i) the Start Date or (ii) the date we confirm the addition of such individual to the Member List. You are responsible for maintaining the accuracy of the Member List, the first version of which is attached to this Agreement. To make changes to your Member List, you must have your Primary Member send an email, from the Primary Member's email account on file with City, to the email address specified in the Membership Summary. The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. The changes will not take effect until we confirm that we have received the email and have accepted and applied the change, in our sole discretion. A Member will no longer be allowed access to the Services upon the earlier of:

3.5.1. the termination or expiration of this Agreement;

3.5.2. your removal of such Member from the Member List; or

3.5.3. our notification to you that such Member will be removed from the Member List, for example if such Member violated this Agreement. If the number of Members or other individuals regularly using your Office Space exceeds the number allocated on the Member List. We reserve the right to further limit the number of Members allowed at any point.

3.6. **Modification/Removal of Primary Member**. The Primary Member generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as City's primary contact regarding matters that involve your Members, the physical Office Space or the Premises. We will be entitled to rely on communications to or from the Primary Member as notice to or from Company.

4. Payment Terms

4.1. **Membership Dues.** In consideration for providing the Premises for use by Company, the Company shall pay membership dues to City monthly, with the first payment being due on the Start Date provided in the Membership Summary. Thereafter payment shall be due on the fifth day of each month throughout the term hereof. Company shall pay dues to City in advance, without prior notice or demand, without any abatement, setoff, reduction, deduction, counterclaim or recoupment whatsoever, in the amount stated in the Membership Summary. If this Agreement is terminated at a time other than the last day of the month for any reason other than an Event of Default by Company, all dues shall be prorated as of the date of termination.

4.2. **Additional Fees.** To the extent directly attributable to Company's use of the Premises, City may assess, in addition to the membership dues, additional fees to cover City's additional out of pocket costs to the extent actually incurred by the City and/or paid by the City to third parties but only the portion of such costs which are in proportion to Company's use (as opposed to some other

use) shall be owing by Company ("Additional Fees"), which may include but are not limited to: (i) costs of utilities associated with the day-to-day operation and maintenance of the Premises; (ii) to the extent required by this Agreement, costs incurred by City for providing access to the Premises outside of normal business hours; and (iii) applicable taxes, including property taxes, or business taxes levied on the Premises specifically attributable to Company's use of the Premises. City shall notify Company of amounts due in Additional Fees in writing (and provide supporting invoices for same), and Company shall pay Additional Fees simultaneously with the next monthly dues payment.

4.3. **Lawful Currency.** Rent Payments and Additional Fees shall be made according to paragraph 4.1 above in lawful money of the United States of America without any abatement, setoff, reduction, deduction, counterclaim or other recoupment whatsoever.

4.4. **Dishonored Checks.** Any dishonored check shall incur a service charge of ten percent (10%) of its face amount. Subsequent to the first dishonored check received by City for any payment, all subsequent payments, including Rent Payments and Additional Fees, shall be made by cashier's check.

4.5. **Late Payment.** Company shall pay City a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

5. Miscellaneous

5.1. **Updates to the Agreement**. City may from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of one (1) full calendar month after the date of notice of the update(s). Continued use of the Office Space or Services beyond this time will constitute acceptance of the new terms.

5.2. **Notices.** Any and all notices under this Agreement will be given via email and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses specified on the Membership Summary, except as otherwise provided in this Agreement. Notices related to the physical Office Space, Premises, Members, other Member Companies or other issues in the Premises should be sent by the Primary Member. Notices related to this Agreement or the business relationship between you and City should be sent by your Primary Member. In the event that we receive multiple notices from different individuals within your company containing inconsistent instructions, the Primary Member's notice will control unless we decide otherwise in our reasonable discretion.

5.3. **No Assignment**. Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.

5.4. **Indemnity.** Company agrees that it shall at all times exercise reasonable precautions for the safety of its Members, customers, agents, invitees, and visitors (collectively referred to as "Company" in this Section 5.4), as well as their property, while on the Premises. Company further agrees to indemnify, hold harmless and defend City, its officers, employees, contractors, and agents, from and against all liability for any and all claims. liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use),and expenses, including court costs and attorney fees and other reasonable costs associated with the Company's occupancy or use of the Premises and/or activities conducted by Company in connection with or incidental to this Agreement and arising out of or resulting from the acts or omission or negligence of Company, including all such causes of action based on common, constitutional, or statutory law.

Company understands and agrees the above indemnity shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions. Indemnity includes but is not limited to any such claim asserted by or on behalf of Company or any of its Members, customers, agents, invitees, and visitors. It is further agreed with respect to the foregoing, that CITY shall have the right to compromise and defend the same to the extent of its own interests. Provided however, that nothing in this section shall be construed as obligating Company to indemnify City for damages that arise solely as a result of the gross negligence the City, its agents, servants, or employees or third parties over whom Company has no right of control.

5.5. **Insurance.** Company, in the City's sole discretion, may be required to maintain one or more insurance policies of the types and in the amounts reasonably necessary to cover the City in connection with Company's use of the Premises under this Agreement. City shall be named as additional insured on all such policies and shall be provided certificate(s) of insurance evidencing the same. Company shall be solely responsible for all costs associated with the foregoing insurance policies.

5.6. **General Terms.** (a) the parties acknowledge that each party and their respective counsel have had an opportunity to review this Agreement and that this Agreement will not be construed for or against either party merely because such party prepared or drafted this Agreement or any particular provision thereof; (b) The descriptive headings/captions of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation; (c) Whenever used in this Agreement: (i) the words "herein", "hereof", and similar words refer to this Agreement in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Addendum is a reference to a Section or Addendum in this Agreement; (d) The provisions of this Agreement that would require that they survive the termination of the Agreement in whole or part to give them full effect will survive the termination of this Agreement in whole or part for any reason, regardless of the date, cause, or manner of such termination and all rights of action arising from or related to this Agreement that accrue during the term of the Agreement, and any remedies for such claims, both legal and equitable, will survive termination; (e) The parties may waive any provision of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced; No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition; and a waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity; (f) The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement; the signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., telecopier or scanned PDF by email) is as effective as executing and delivering this Agreement in the presence of the other parties to this agreement; and (g) Each party represents to the other that this Agreement has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Agreement.

End of Membership Terms and Conditions
[Remainder of Page Left Blank Intentionally]

Addendum A
Description of Office Space; Special Conditions

Description of the Office Space:
Company shall be entitled to the following dedicated Office Space (approximately 750sq.ft.)

[INSERT FINAL FLOOR PLAN]

Term:
The term of this Agreement shall be for an initial period up to three (3) years beginning on the Start Date and ending on December 31, 2023. The term shall automatically renew for two additional one (1) year periods ending on December 31st of each year. Notwithstanding the foregoing, Company understands and agrees that this Agreement shall terminate immediately upon termination of the City's sublease of the Premises.

Membership Dues:
The membership dues during the term of this Agreement shall be calculated on a square foot basis, with an initial fee of $20.00/sq. ft. per year ($15,000.00 annually). The membership dues shall be subject to an annual escalator effective January 1st of each year during the term of this Agreement. The escalator shall be a percentage increase in the membership dues being the greater of the 4% or the annual CPI. Company's membership dues shall be inclusive of all utilities, cleaning, internet service, and approved construction/FFE costs.

Company Obligations:
Company and City agree that Company shall provide the following services during the term of this Agreement as an express condition of Company's right to use of the Office Space:

1. Company will adequately staff the Premises at all times during Regular Business Hours (8:00am - 5:00pm). The number of persons required to provide adequate staffing will be determined in the City's sole discretion and is subject to change at any time by City.
2. Company will work jointly with City on the management and operation of the Colleyville Business Center at the Premises; provided, Company shall be primarily responsible for the day-to-day management of all members who use the Premises.
3. Company shall be responsible for administering the scheduling of all conference rooms and other public space amenities by other members, as well as scheduling for all events, programs and other functions that may occur on the Premises.
4. Company will have non-exclusive access to utilize center amenities, including reserving conference rooms at times when the rooms are not already reserved by other members or by City. Company shall not reserve more than 10 hours of conference room time each month without prior written approval from City. (see next section for additional rules governing use of conference rooms)
5. Company shall be responsible for all mail and package services at the Premises (including member mail and package services).
6. Company will work jointly with City on developing mutually agreeable building signage, subject to final approval by the landlord/sublandlord of the Premises.

General Rules of use for Conference Rooms:
Conference rooms are made available for use by all members. Accordingly, Company shall adhere to all rules that may be issued by City for the use of conference rooms on the Premises; provided that, in addition to any other rules that may apply to a member's use of the conference rooms, Company shall:

- Clean up after each use, including all food/catering items.
- Wipe table and all other surfaces clean after each use (when necessary).
- Put all trash in the garbage.

- Push the chairs back into the table.
- Erase white board(s).
- Remove all Company property from the room.
- Turn the lights off.

Storage Prohibited. Company shall not use any conference room (or portion thereof) for storage of any item of personal property. The foregoing includes storage of any files, folders, papers, supplies, and/or other items of personal property, regardless of whether the property is visible (i.e., no storage is permitted within any shelf or cabinet located within the conference room). Company property remaining in any conference room after 5:00pm on any day of the week may be removed by City and disposed of at Company's sole cost. In addition, City shall be entitled to assess additional fees, increase the annual membership dues and/or terminate this Agreement upon Company's violation of the foregoing rules.

End of Addendum A
[Remainder of Page Left Blank Intentionally]

Addendum B
Authorized Member List

Company: Colleyville Chamber of Commerce

Primary Member: _____
Name Email Phone

Member's Name	***Email Address***	***Phone*** *(optional)*

****

FOR USE BY CITY ONLY:

Received by: _____
[name], [title]

Date received: _____

RESOLUTION R-19-4450

A RESOLUTION APPROVING A MEMBERSHIP AGREEMENT WITH THE COLLEYVILLE CHAMBER OF COMMERCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Colleyville City Council desires to utilize partnerships to enhance efficiencies and promote economic development and the local economy within the City; and

WHEREAS, the Colleyville Chamber of Commerce is a partner that provides its members opportunities to grow their business by connecting them to resources such as networking opportunities, leadership classes, sponsorships, workshops, subject matter experts, and special events; and

WHEREAS, the Colleyville Chamber of Commerce has been located within City Hall since 2018 and desires to expand to a new location with presence on Colleyville Boulevard, the City's main commercial corridor; and

WHEREAS, the City desires to partner with the Colleyville Chamber of Commerce to provide services at the Colleyville Business Center, located at 5601 Colleyville Boulevard.

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

Sec. 1. THAT the City Council hereby approves a Membership Agreement with the Colleyville Chamber of Commerce, attached as Exhibit "A", and authorizes the city manager to execute the agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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 7g **Agenda Date** 12/3/2019 **Number** Resolution R-19-4451
Type Resolution
Department City Manager

Title
Approval of staff to move forward with architectural services for tenant finish out of the Colleyville Business Center

Strategic Plan
1.1 Actively involve and engage stakeholders

Explanation
Reading and Public Hearing

This item provides authority to continue work with Hidell Associates on construction drawings to finish out the Colleyville Business Center space within the former Wachovia Bank building at 5601 Colleyville Boulevard. The building is approximately 4,000 square feet. Construction work will include new flooring in some areas, reconfiguration of space to create office and conference room space, and renovation to bathrooms. This project would be bid at the end of 2019, with construction to begin early 2020.

Financial Impact
Funding is available via the TIF.

Recommendation
Approve

Attachments
1. Resolution R-19-4451

RESOLUTION R-19-4451

A RESOLUTION AUTHORIZING STAFF TO PROCEED WITH ARCHITECTUAL SERVICES FOR TENANT FINISH OUT FOR THE COLLEYVILLE BUSINESS CENTER

WHEREAS, the City plans to sublease approximately 4,000 square feet of commercial building space, formerly a Wachovia Bank, at 5601 Colleyville Boulevard for the Colleyville Business Center; and

WHEREAS, certain improvements are necessary to finish out the space to meet the objectives of the City; and

WHEREAS, staff has worked with Hidell Associates Architects on preliminary building layouts and desires to utilize the firm to bid the project and provide construction services.

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

Sec. 1. THAT the City Council hereby approves a Resolution authorizing staff to proceed with architectural services for tenant finish out of the Colleyville Business Center.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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 8a **Agenda Date** 12/3/2019 **Number**
Type Presentation and Discussion
Department City Manager

Title
Discuss and consider a motion to reconsider/rescind the City Council's previous motion approving Ordinance 19-2100 and providing for additional vehicle inventory regulations added by the City Council during the November 19, 2019 City Council meeting

Strategic Plan
1.4 Communicate thoroughly and strategically

Explanation
Following the November 19, 2019, City Council meeting, Enterprise's representatives notified the City that they had identified an issue with the additional parking conditions added to the PUD (Ordinance O-19-2100) via motion at the City Council meeting. As a result, Enterprise has asked for the City Council's reconsideration of the PUD. This item has been placed on the agenda for the City Council to have an opportunity to present a motion to reconsider the PUD, as amended by the City Council at the November 19, 2019 meeting. If there is a motion to rescind the motion approving Ordinance O-19-2100, and a majority vote in favor of the motion, the prior approval of the PUD will be rescinded and the matter will be back on the table for further consideration by the City Council.

Financial Impact
There is no financial impact to the City.

Recommendation
Approve

Attachments

City of Colleyville
City Council
Agenda Briefing

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

Agenda Number 9a **Agenda Date** 12/3/2019 **Number** Ordinance O-19-2100
Type Ordinance
Department Community Development

Title
Presentation and discussion of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial in Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC19-012 (Ordinance 19-2100)

Strategic Plan
4.2 Encourage compatible commercial growth

Explanation
Second Reading and Public Hearing

The applicant and a representative for Enterprise were present at the first reading to answer questions and provide additional information regarding the business operation.

First Reading and Public Hearing

Brendon Hollier, the applicant, has submitted a request to rezone the property located at 4917 Colleyville Boulevard. The purpose is to rezone from the CC-1 Village Retail district to the PUD-C Planned Unit Development-Commercial district in order to allow for the property development and operation of a new auto and truck rental use, Enterprise Rent-A-Car.

Existing Conditions/Background: The subject property is currently an unplatted 0.46 acre tract known as Tract 2C03, Abstract 206, in the BBB & C RY Survey. The current zoning allows for CC-1 Village Retail commercial uses. The applicant proposes to develop the property into an auto and truck rental business along Colleyville Boulevard, which is not allowed in the CC-1 district.

Proposed Zoning Change:

Request – The request is to rezone from the CC-1 Village Retail (15,000 sq/ft min. lot size) to the PUD-C district. The request is to construct a 1,602 square foot building for an auto and truck rental business (Enterprise Rent-A-Car).

Purpose: The purpose of a Planned Unit Development (PUD-C) is to provide for greater flexibility and discretion in the approval of residential, non-residential, and mixed use developments by encouraging creative, efficient, and aesthetically desirable residential and commercial projects that are superior to what could be accomplished in other zoning districts. This may be through the use of increased open spaces and greenbelts

or by providing enhanced amenities or features within the development that will be of special benefit to the property owners or to the community.

Analysis – The subject property complies with most of the minimum physical requirements described for the requested PUD-C designation. Per the requested PUD-C, there is a request to reduce the required front yard setback of 40 feet to 20.71 feet along Colleyville Boulevard and 15 feet along Old Glade Road. This request fits into a recent trend of commercial development along Colleyville Boulevard. Approval of this PUD-C would mean an approval of the auto and truck rental use for this property.

Surrounding Development: Property immediately to the north has CC-1 Village Retail zoning and has developed with a commercial use. Property to the south has CC-1 Village Retail zoning and has developed with a restaurant use. Property to the west has CC-2 Shopping Center zoning and has developed primarily with commercial uses. Property to the east has CC-1 Village Retail zoning and has mostly developed with commercial uses.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property and the property along Colleyville Boulevard as part of the Colleyville Boulevard Corridor for future commercial use. The Land Development Code only allows the proposed auto and truck rental use with an SUP in the CC-2 Shopping Center, CC-3 Highway Commercial, and ML Light Manufacturing zoning districts. The addition of an auto and truck use meets the intent of the comprehensive plan. The proposed rezoning request complies with the commercial land use designation stated in the comprehensive plan.

Fees: Impact Fees are required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit, if applicable.

Tree Preservation: The development must comply with Chapter 5 (Urban Forestry) 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 or the development could request a waiver to the requirements.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations and Independent School Districts within 1,000 feet of the subject property. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date, staff has not received any correspondence for this item.

Staff Recommendation: Staff recommends approval of the zoning change request based on the following findings:

- The proposed use would conform to the Future Land Use Plan and stated goals described in the *Destination Colleyville* Plan.
- The proposed use does conform to recent development trends on surrounding properties and along Colleyville Boulevard.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request as presented at their October 14, 2019 meeting by a vote of 5-0.

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. Statement of Planning Objectives
5. Zoning Exhibit
6. Survey
7. Site Plan
8. Floor Plan
9. Building Elevations
10. Landscape Plan
11. Drainage and Utility Plan
12. Notification Map
13. Notification List
14. Property Owner Notification Letter
15. Ordinance O-19-2100

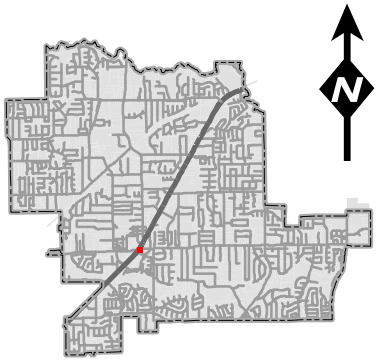
Aerial Map



CITY OF COLLEYVILLE TEXAS

ZC19-012

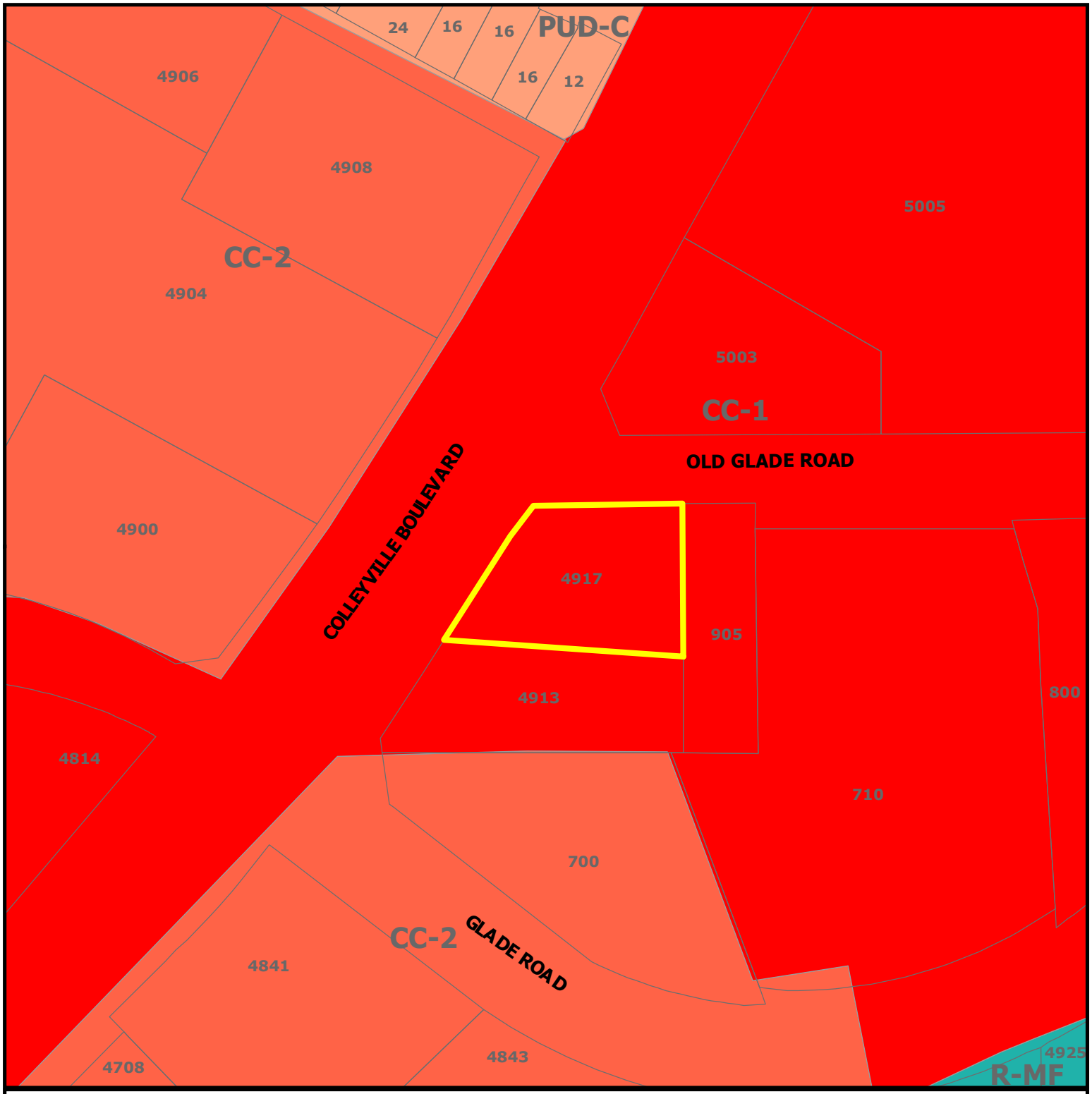
4917 Colleyville Blvd



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Subject Property

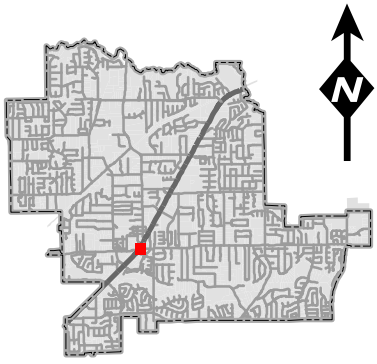
Zoning Map



CITY OF COLLEYVILLE TEXAS

ZC19-012

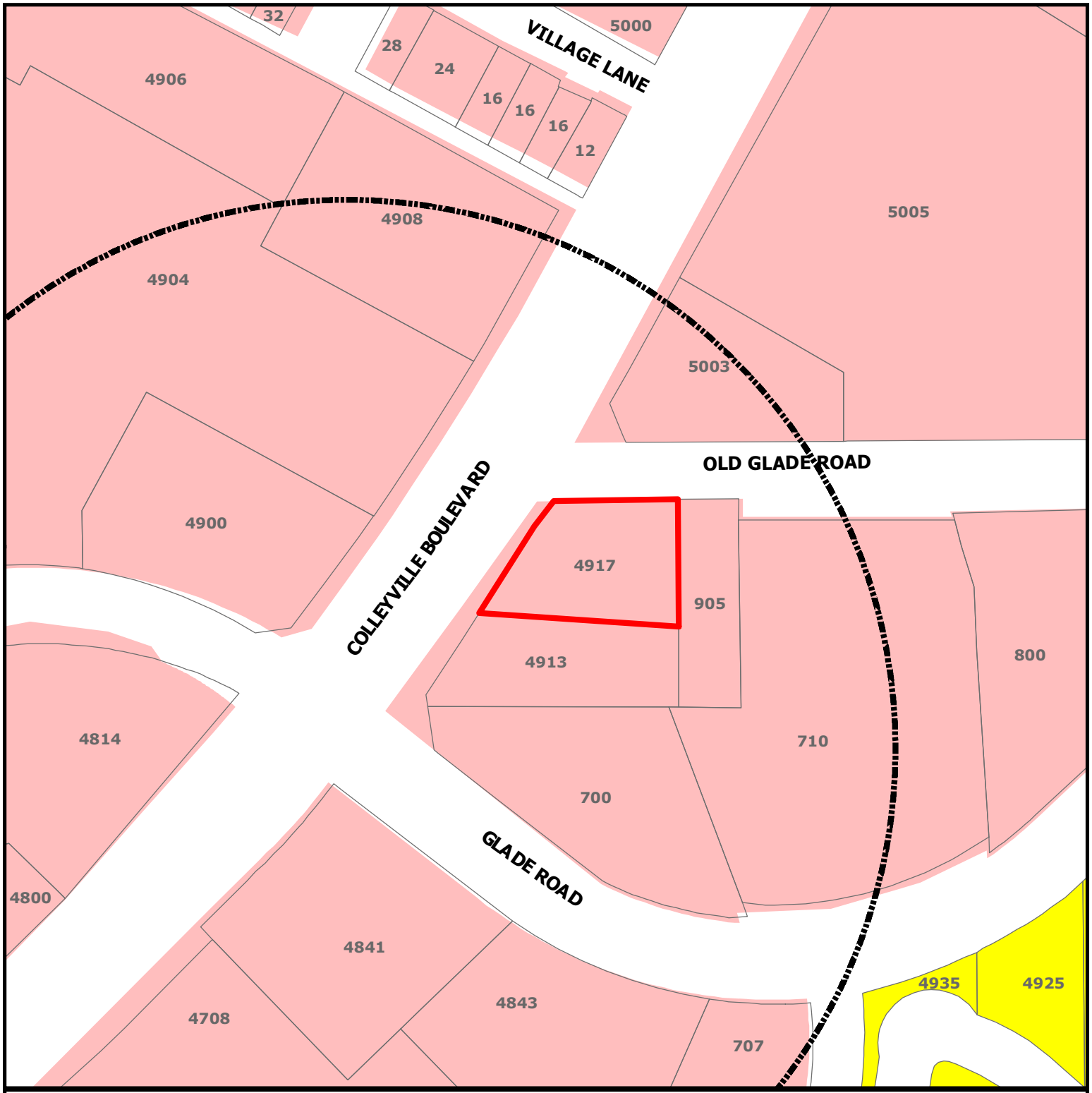
4917 Colleyville Blvd



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Subject Property

Future Land Use Map

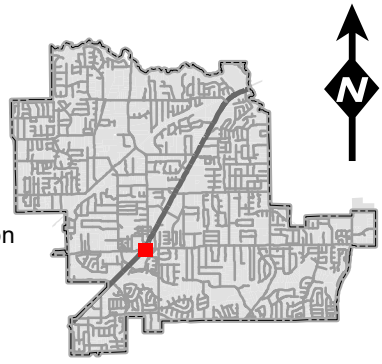


CITY OF COLLEYVILLE TEXAS

ZC19-012

4917 Colleyville Blvd

- Subject Property
- Sales Tax Preferred Intersection
- Residential
- Colleyville Blvd Corridor



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Statement of Planning Objectives for Zoning Application – 4917 Colleyville Blvd.

Palio Partners is a commercial real estate development company that was formed in 2008 by Brendon Hollier, Clark Knippers, and Doug Alcott, with the goal of providing retail and restaurant clients with the necessary capital and development expertise for new store growth. Palio Partners has worked with some best-in-class concepts and makes a point to deliver only the highest quality product to the communities it develops in and its clients, whether their needs are land redevelopment, redevelopment of existing structures, or turnkey, new construction spaces. Palio's track record includes tenants such as: Main Event Entertainment, Chuy's Tex-Mex, Starbucks, Urban Air Trampoline Park, Genghis Grill, Mattress Firm, and many more.

In January of 2019, Palio was presented with the opportunity to purchase the property at 4917 Colleyville Blvd. ("Property") from Leon Capital Group. The Property is roughly 0.46 acres and remains as a demolished Sonic site with an existing, severely damaged parking lot. With a positive forecast of the Colleyville trade area, due to the Hwy. 26 redevelopment and strong demographics, Palio decided to pursue this opportunity. Foremark Real Estate Services, Palio's leasing team, immediately began marketing the Property, trying to find the right end user for the site. Initially, Palio and Foremark thought a restaurant with drive thru was the highest and best use for the Property. After over 6 months of intense leasing efforts, it was determined that restaurant use is far less feasible than anticipated, due to the size of the lot and economics of the deal. Eventually, Enterprise Rent-a-Car connected with Foremark, expressing their interest in relocating from their current location at the Colleyville Downs Shopping Center. Enterprise's newest prototypical storefront is a freestanding building with a detached car wash, a layout that fits exceptionally well on the Property. The prototype calls for heavy use of brick and other masonry materials, which results in an extremely high-quality building in terms of aesthetics and durability.

The Property is currently zoned CC1, which does not allow for Enterprise's use, categorized as "Auto, Truck or Trailer Rental" by the City's Land Development Code. Although this use is prohibited in CC1, Palio and Foremark believe that Enterprise functions more as a retailer, rather than an automotive use. Over the past several months, the principals at Palio have met with the City of Colleyville several times to discuss the possibility of rezoning the Property. Per the City's recommendation, Palio is pursuing a zoning change from CC1 to PUD. Palio believes that Enterprise is the highest and best use for the Property for several reasons. As mentioned above, the Enterprise building and car wash lay out very efficiently on this site. Foremark has contacted the owner of the adjacent Red Barn BBQ site multiple times inquiring about a purchase. The owner has mentioned that they have absolutely no interest in selling. Without the ability to combine these parcels, we are extremely limited on size. The difficult access when heading southbound on Hwy. 26 make this more of a destinational site, which is far more suitable for a car rental service compared to a restaurant user. This site's location on a heavily traveled thoroughfare used to get to and from an airport also plays very well for a car rental service. These factors combined make the Property a very ideal location for Enterprise, and a less ideal location for a restaurant. The Palio and Foremark team believe that all of this makes Enterprise not only a highly compatible end user, but also the right tenant for the Property. Enterprise is a proven, highly successful concept that has shown it can and will operate for decades to come.

Enterprise Holdings, Enterprise Rent-a-Car's parent company, is a privately held company with over $24 billion in annual revenue. Enterprise Rent-a-Car has long been regarded as the premiere car rental service throughout the United States, being called the number one car rental company in terms of customer satisfaction from 2005 through 2011 by J.D. Power and Associates.

Palio Partners' plan for the Property is to redevelop and improve the site for a freestanding Enterprise Rent-a-Car. Our current site plan shows a 1,602sf building with 28 parking stalls. The building will be comprised of mainly brick, with numerous articulations to create an enhanced aesthetic and break up any continuity. The structure will have a high proportion of storefront and a metal awning system, both of which greatly increase the curb appeal of the building. The building will include stone wainscot and abundant new landscaping to match the reimagined Hwy. 26 corridor. Palio acknowledges the higher standards of land and building development imposed by the City of Colleyville and intends to not only meet, but exceed these requirements. It is our intention to own the Property for the term of the lease (20 years, plus options), showing our commitment to not only this Property and Enterprise as a tenant, but also to the Colleyville trade area as a whole.

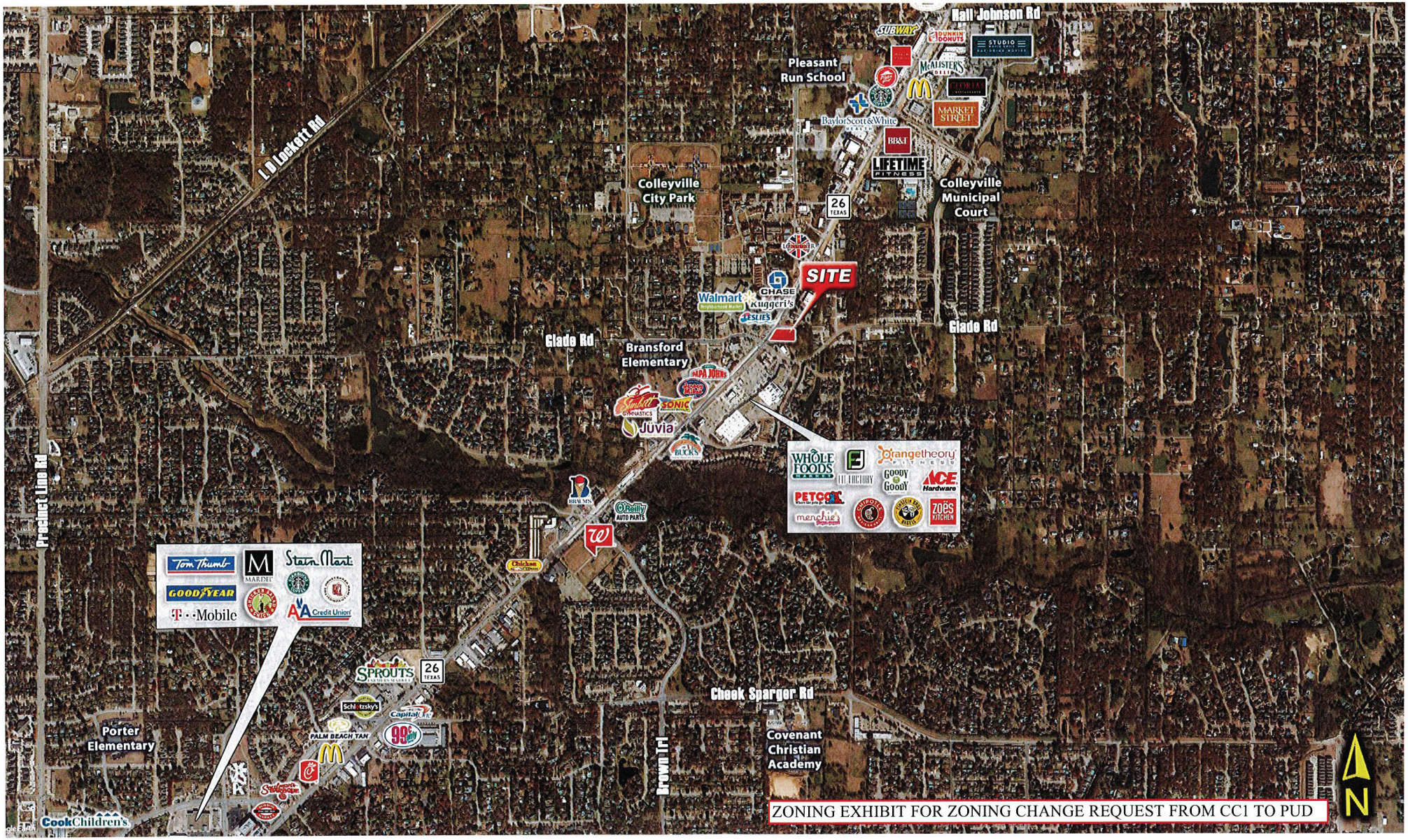
At this site, Enterprise will rent cars, mini-vans, SUVs, pick-up trucks and 15-passenger vans. They will not rent box trucks or other commercial vehicles. Enterprise's hours of operation would be Monday thru Friday from 7:30am – 6:00pm and Saturday from 10:00am – 2:00pm. Enterprise will be closed on Sundays. Enterprise intends to have 3 – 7 employees at any given time. Enterprise has mentioned that they run their business based on utilization and the flow of their business is typically during the week. For example, Tuesday thru Thursday there may be only 3 – 7 cars on the lot, and then on a non-holiday weekend they could have as many as 20 cars on the lot. Based off utilization, they use teams of drivers and personnel to move vehicles where they are needed. To sum up, their business model is to keep cars on rent and they will move vehicles around locations to maximize that.

In conclusion, we believe that Enterprise is the best possible tenant for the Property. Enterprise has been very successful in Colleyville, and this site provides an opportunity to better their presence and better serve the Colleyville community. Enterprise has served the Colleyville community for many years and this relocation effort shows further commitment to provide Colleyville with the best service and presence possible.

Sincerely,

Brendon Hollier

Zoning Exhibit



Zoning Exhibit



EXISTING PROPERTY CONDITIONS

LOT AREA	20,254 SQ.FT. or 0.46 ACRES
MARKED PARKING PROVIDED:	
STANDARD	24 SPACES
HANDICAP	0 SPACES
TOTAL	24 SPACES

EXCEPTIONS TO THE TITLE COMMITMENT

This survey is made relying on information provided by Stewart Title Guaranty Company with an Effective date of January 21, 2019 and an issued date of January 28, 2019, in connection with the transaction described in GF# 19000220017.

Exception No.	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attatched Survey Plat
10b	Easement, Right-of-way and/or Agreement, filed 01/27/1956, recorded in Volume 2953, Page 185, Real Property Records, Dallas County, Texas.	NO	NO
10d	Non-access or limited access highway disclosed by deed to the State of Texas, filed 12/04/2006, recorded in Clerk's File No. D206379370, Real Property Records, Tarrant County, Texas.	YES	YES

LEGEND

- EXISTING EDGE ASPHALT PAVING
- EXISTING OVERHEAD POWER LINE
- EXISTING CHAINLINK FENCE
- EXISTING WOOD FENCE
- EXISTING BARBED WIRE FENCE
- EXISTING WROUGHT IRON FENCE
- GUY WIRE
- POWER POLE
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1" IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND
- CM CONTROLLING MONUMENT
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- BRICK COLUMN
- COVERED PORCH, DECK OR CARPORT
- FIRE HYDRANT
- LP LIGHT POLE
- V VAULT
- T TRANSFORMER
- GI GRATE INLET
- WV–WATER VALVE
- WM–WATER METER
- ICV–IRRIGATION CONTROL VALVE
- BOL–BOLLARD
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TELEPHONE MANHOLE
- WATER MANHOLE

VICINITY MAP



NOT TO SCALE

PROPERTY DESCRIPTION

Being a tract of land situated in the BBB & CRR Co. Survey, Abstract No. 206, City of Colleyville, Tarranty County, Texas, said being that same tract of land conveyed to LG Colleyville, LLC, a Texas limited liability company, by General Warranty Deed recorded in Instrument No. D213219661, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found at the Northwest corner of a tract of land conveyed to Nelda E. Thompson by Deed recorded in Instrument No. D215060780, Official Public Records, Tarrant County, Texas, said point being on the South right-of-way line of Glade Road (variable width right-of-way):

THENCE South 00 degrees 11 minutes 15 seconds West, along the West line of said Thompson tract, a distance of 140.10 feet to a 1/2 iron rod found at the Northeast corner of Lot 3, Block 3 of Village Park Addition, an Addition to the City of Colleyville, Tarrant County, Texas, according to the map recorded in Volume A, Page 1264, Deed Records, Tarrant County, Texas;

THENCE North 82 degrees 08 minutes 00 seconds West, along the North line of said Lot 3, Block 3, a distance of 193.44 feet to a concrete monument found for corner on the Southeast right-of-way line of Colleyville Boulevard (variable width right-of-way);

THENCE leaving said Northeast line of Lot 3, Block 3 and traversing along said Southeast right-of-way line of Colleyville Boulevard as follows:

North 32 degrees 16 minutes 24 seconds East, a distance of 90.68 feet to an "X" found for corner at the beginning of a curve to the left, having a radius of 2,928.79 feet, a delta of 00 degrees 51 minutes 16 seconds, and a chord bearing and distance of North 32 degrees 27 minutes 11 seconds East, 43.68 feet;

Northeasterly along said curve to the left, an arc length of 43.68 feet to a concrete monument found at the intersection of said Southeast right-of-way line of Colleyville Boulevard and the aforementioned South right-of-way line of Glade Road;

THENCE North 89 degrees 57 minutes 17 seconds East, along said South right-of-way line of Glade Road, a distance of 120.22 feet to the POINT OF BEGINNING and containing 20,254 square feet or 0.46 of an acre of land.

GENERAL NOTES

1. Bearings are based on the Deed recorded in Instrument No. D213219661, Official Public Records, Tarrant County, Texas.

2. The location of each easement, right of way, servitude, and other matters affecting the subject property and listed in the title insurance commitment dated January 21, 2019, issued by Stewart Title Guaranty Company with respect to the subject property has been shown on the survey, together with appropriate recording references, to the extent such matters can be located. The property shown on the survey is the property described in that title commitment. The location of all improvements on the subject property is in accord with minimum setback provisions and restrictions of record referenced in such title commitment.

3. The survey correctly shows the area of the subject property, the location and type of all buildings, structures and other improvements situated on the subject property and any other matters situated on the subject property.

4. Except as shown on the survey, there are no visible easements or rights-of-way.

5. Except as shown on the survey, there are no observed above ground encroachments (a) by the improvements on the subject property upon adjoining properties, streets or alleys, or (b) by the improvements on adjoining properties, streets or alleys upon the subject property.

6. That the subject property has access to and from Colleyville Boulevard and Glade Road, both duly dedicated and accepted public street or highway.

7. The subject property does not serve any adjoining property for drainage, utilities, or ingress or egress.

8. The record description of the subject property forms a mathematically closed figure.

9. Said described property is located within an area having a Zone Designation X by the Secretary of Housing and Urban Development on Flood Insurance Rate Map No. 48439C0095K, with a date of identification of 09/25/2009, Community No. 480590, in Tarrant County, State of Texas which is the current Flood Insurance Rate Map for the community in which the subject property is located.

10. There are no observed evidence of current earth moving work, building construction or building additions.

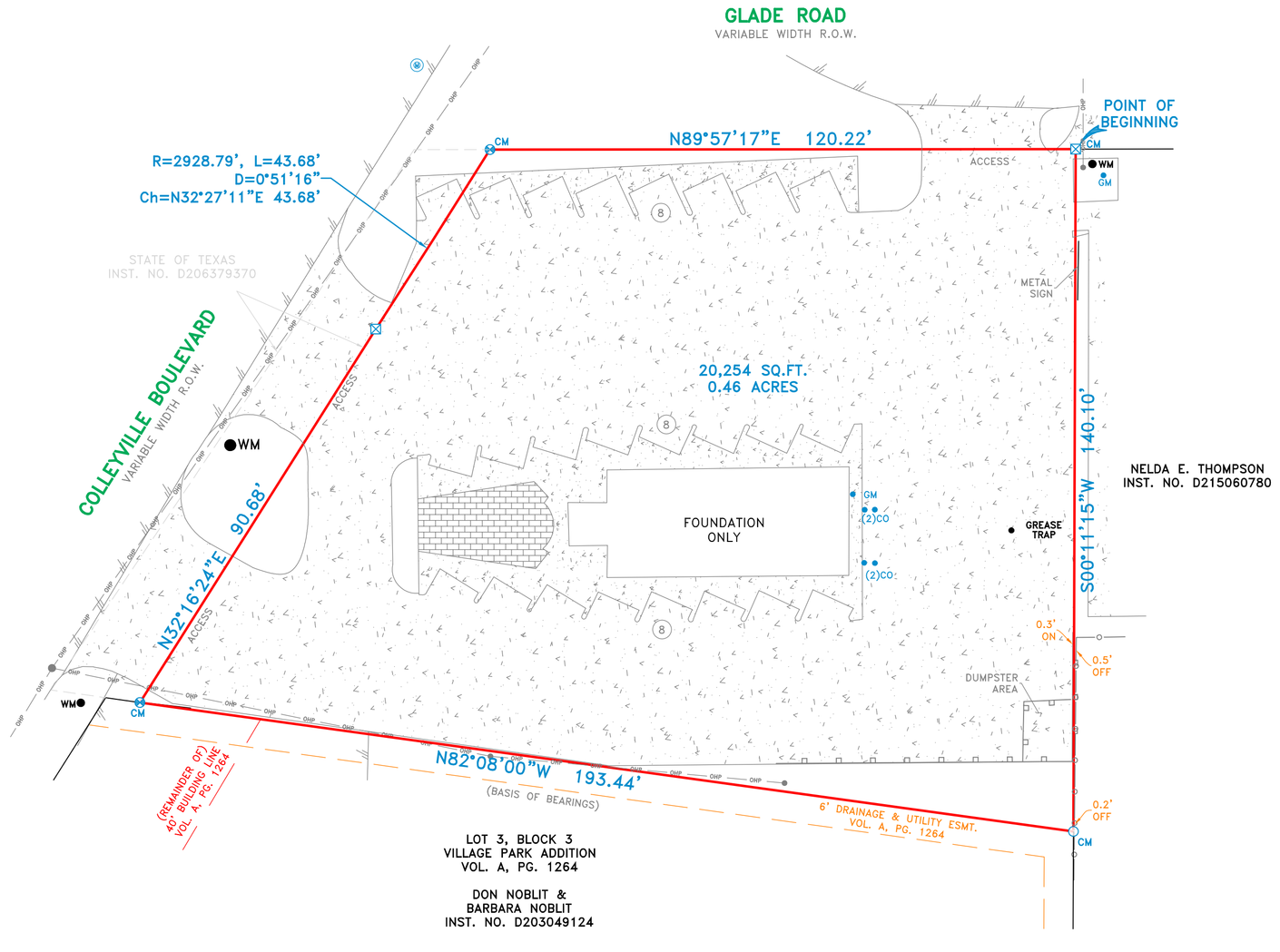
11. The surveyor is not aware of any proposed changes in street right of way lines.

12. The boundary lines of the Property are contiguous with the boundary lines of all adjoining streets or rights-of-way.



20' 10' 0 20' 40'

SCALE: 1" = 20'



SURVEYOR'S CERTIFICATE

To: Palio Partners, LLC and Stewart Title Guaranty Company in connection to transaction GF# 19000220017:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11, 13, 14, 16 and 17 of Table A thereof. The field work was completed on September 23rd, 2019.

Executed this 25th day of September, 2019

_____

Bryan Connally, RPLS NO. 5513

FOR REVIEW ONLY

Call 811 Before You Dig

REVISIONS		
DATE	BY	NOTES
10/08/19	MC	TITLE

C.B.G. Surveying Texas, LLC
12025 Shiloh Rd. Suite 230
Dallas, Texas 75228
P 214-349-9485 F 214-349-2216
Firm No. 10168800
www.cbginctx.com

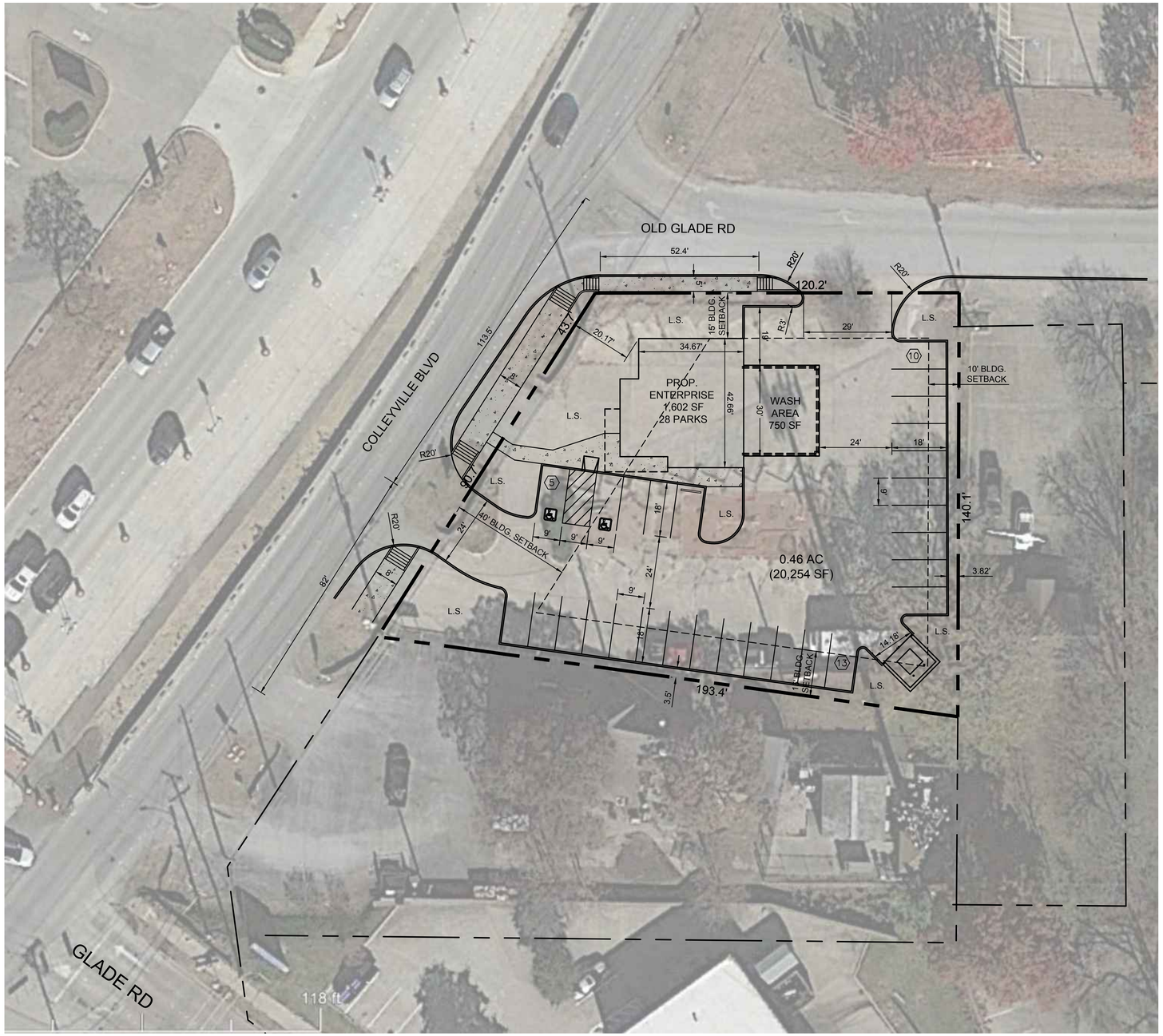
SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1"=20'	09/25/19	1918620		MC

ALTA/NSPS LAND TITLE SURVEY

BBB & CRR CO. SURVEY, ABSTRACT NO. 206

CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

4917 COLLEYVILLE BOULEVARD



GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

SITE DATA TABLE		
		% OF SITE
SITE GROSS AREA	0.46 AC (20,254 SF)	-
MAIN BUILDING AREA	1,602 SF	7.9%
WASH AREA	750 SF	3.7%
TOTAL	2,352 SF	11.6%
IMPERVIOUS AREA	15,046 SF	74.3%
OPEN AREA	5,208 SF	25.7%

PARKING TABLE	
AUTOMOTIVE RENTAL (1 SPACE PER 300 SF) 2,350 SF	8 (1 ADA)
PARKING PROVIDED	28 (2 ADA)

PLOTTED BY: HV
PLOT DATE: 10/1/2019 12:36 PM
LOCATION: C:\EGNYTE\SHARED\PROJECTS\2019-125 PALIO COLLEYVILLE\CADD\EXHIBIT\ZONING EXHIBIT.DWG
LAST SAVED: 9/18/2019 2:25 PM

TEXAS REGISTRATION #14199
CLAY MOORE ENGINEERING
1903 CENTRAL DR, SUITE #1
BEDFORD, TX 76022
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PROPOSED ENTERPRISE GLADE RD & COLLEYVILLE BLVD COLLEYVILLE, TX

No.	DATE	REVISION	BY

CONCEPTUAL SITE PLAN

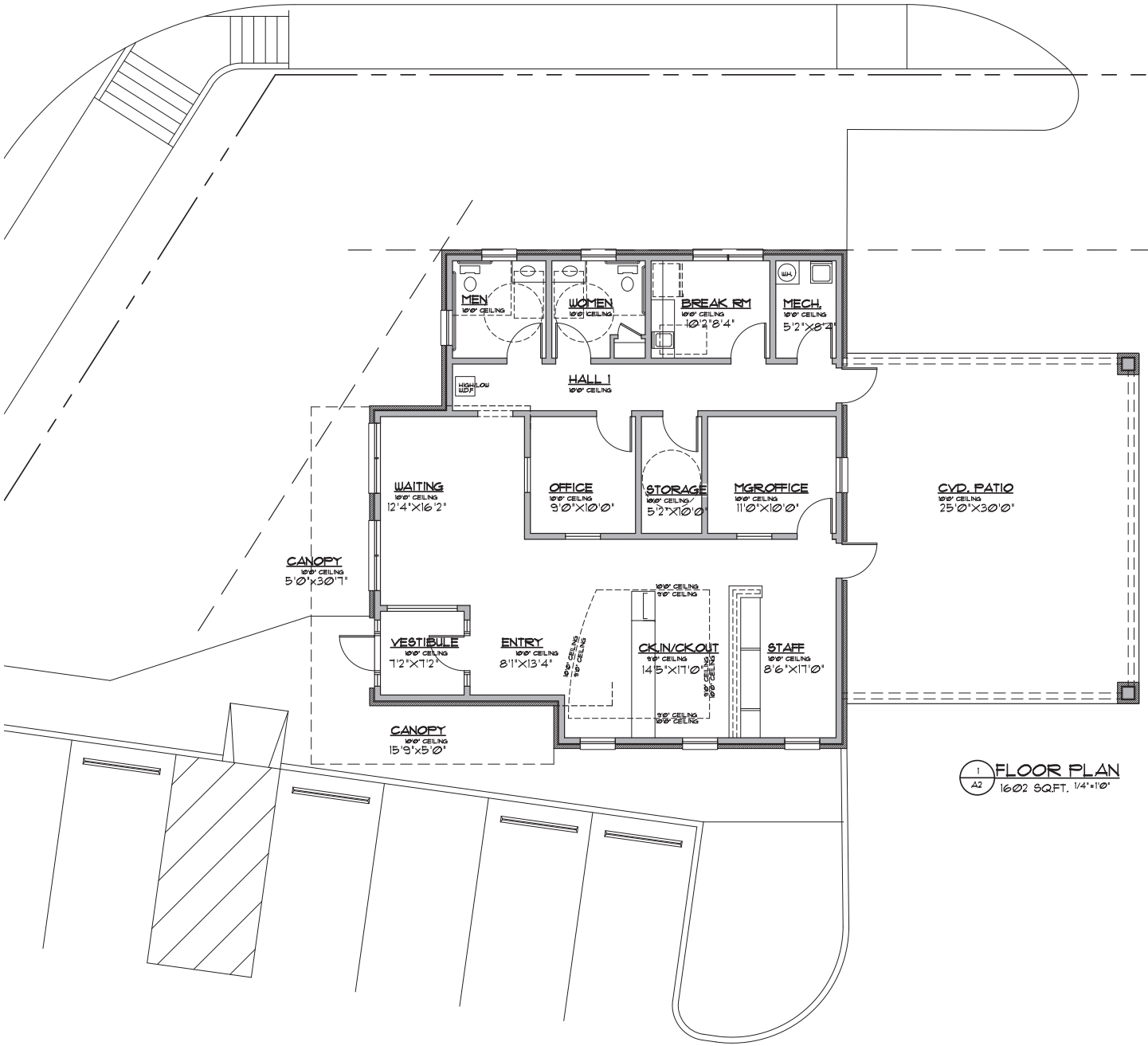
DESIGN:	HV
DRAWN:	HV
CHECKED:	MAM
DATE:	8/13/2019

SHEET

SP-1

File No.

Floor Plan



1 / A2 FLOOR PLAN
1602 SQ.FT. 1/4"=1'0"

FOR APPROVAL ONLY -NOT FOR CONSTRUCTION-	
OWNER	DATE
CONTRACTOR	DATE

Date 9/18/19
Drawn By MJW
Checked By MJW
Revisions

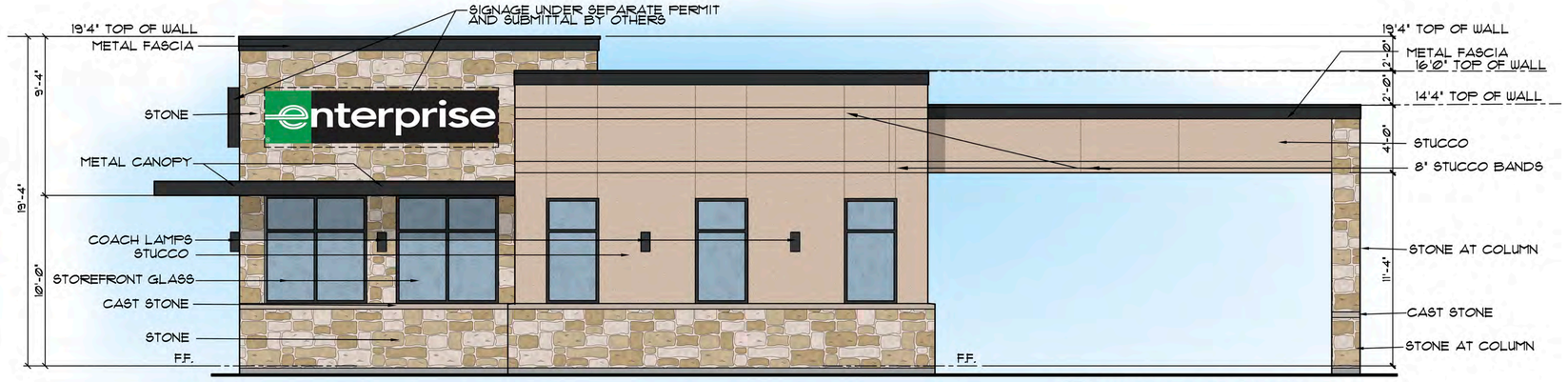
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ENTERPRISE
4917 COLLEYVILLE BLVD
COLLEYVILLE, TX

M.J. WRIGHT & ASSOCIATES, INC.
8233 MIDCITIES BOULEVARD STE. A, NRH TX. 76182
OFFICE: 817/268-5555 MJWWRIGHT.COM
FAX: 817/268-5556 WWW.MJWRIGHT.COM

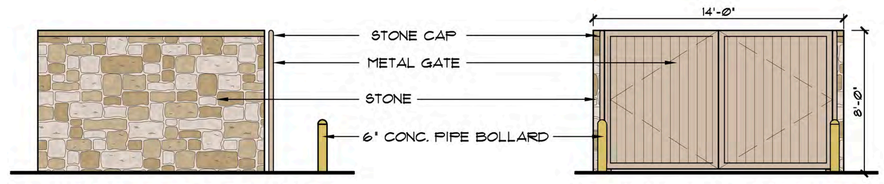
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Sheet No.
A2
Project No.
1910TENT



3 A3 SOUTH ELEVATION

1/4"=1'0"

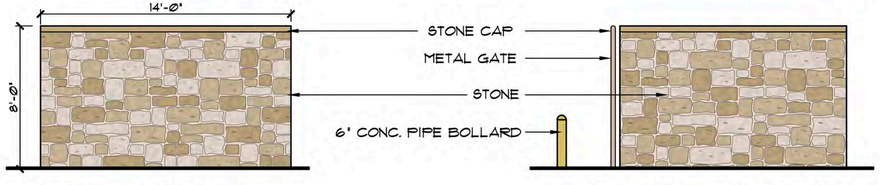


REFUSE CONTAINER LEFT ELEVATION

1/4"=1'-0"

REFUSE CONTAINER FRONT ELEVATION

1/4"=1'-0"



REFUSE CONTAINER REAR ELEVATION

1/4"=1'-0"

REFUSE CONTAINER RIGHT ELEVATION

1/4"=1'-0"



3 A3 WEST ELEVATION

1/4"=1'0"

Date 9/24/19
Drawn By MJW
Checked By MJW
Revisions

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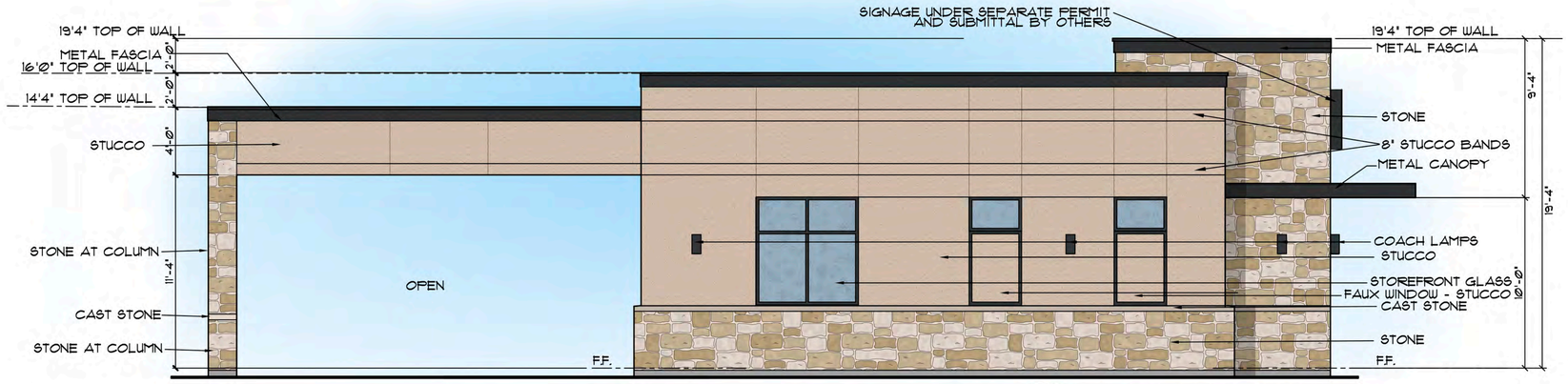
ENTERPRISE
4917 COLLEYVILLE BLVD
COLLEYVILLE, TX

REGISTERED ARCHITECT STATE OF TEXAS 15521

M.J. WRIGHT & ASSOCIATES, INC.
8233 MID-CITIES BOULEVARD STE A, NRH, TX 76182
OFFICE: 817.268.5555 MJWHMJWRIGHT.COM
FAX: 817.268.5556 WWW.MJWRIGHT.COM
ARCHITECTS

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Sheet No.
A3.1
Project No.
1910TENT



3 / A3 NORTH ELEVATION

1/4"=1'Ø"



3 / A3 EAST ELEVATION

1/4"=1'Ø"

Date 9/24/19
Drawn By MJW
Checked By MJW
Revisions

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ENTERPRISE

4911 COLLEYVILLE BLVD

COLLEYVILLE, TX

REGISTERED ARCHITECT MICHAEL J. WRIGHT 11858 STATE OF TEXAS

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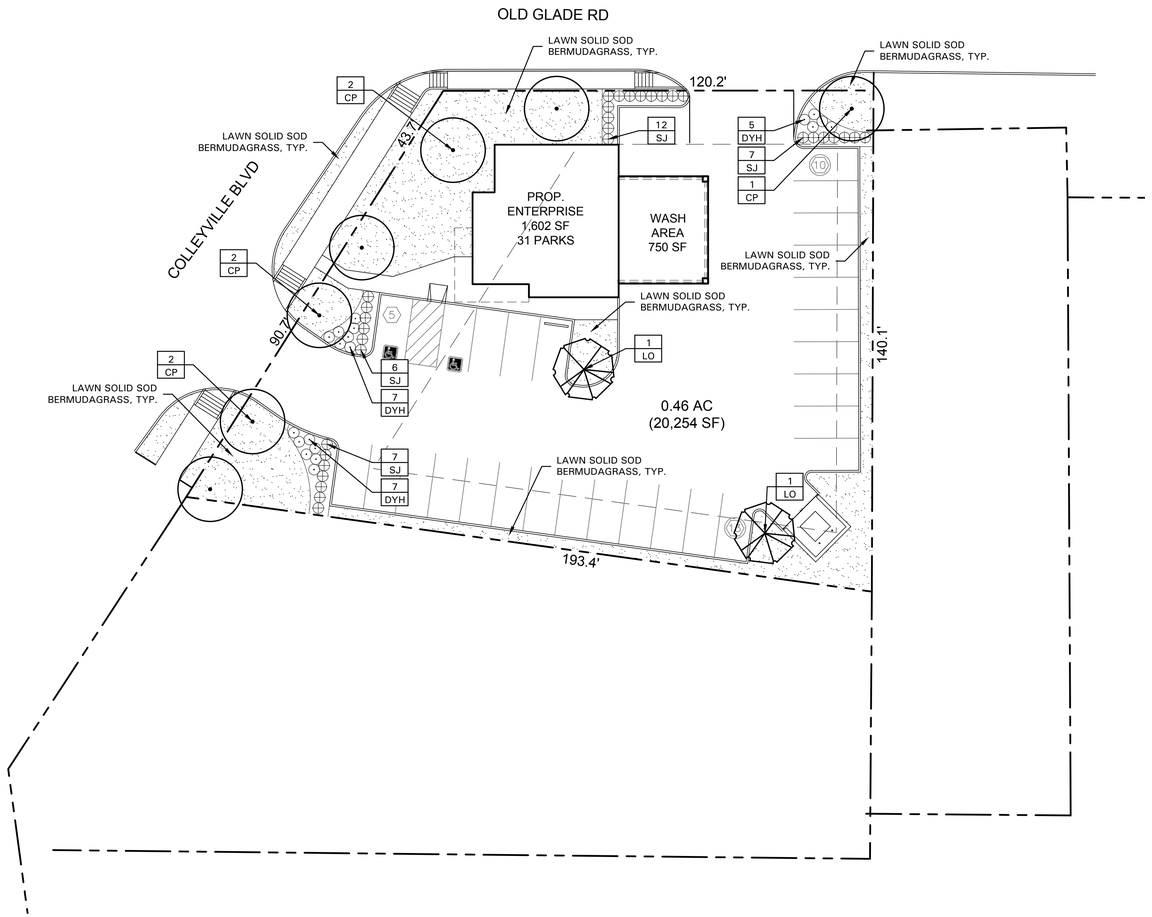
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Sheet No.

A3.2

Project No.

1910TENT



LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
6. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
7. ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
8. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
9. CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
2. ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
5. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
6. CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
2. CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

1. PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
2. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
3. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
4. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

CITY OF COLLEYVILLE, TEXAS

SITE LANDSCAPE REQUIREMENTS

1. 20% of the total land area in any proposed, development shall be, landscaped.
2. At least 50% of the total landscaped area shall be located in the street yards.
3. A minimum of fifty (50%) percent of the net site area shall be provided in tree canopy coverage.

Total Site: 20,255 s.f.
Building and 5' buffer: 3,535 s.f.
Net Site Area: 16,720 s.f.

Required	Provided
4,051 s.f. (20%)	4,995 s.f. (25%)

Required	Provided
2,026 s.f. (50%)	3,593 s.f. (89%)

Required	Provided
8,360 s.f. (50%)	8,900 s.f.

STREET FRONTAGE REQUIREMENTS

1. Landscaping shall include the retention or planting of one (1), three (3) inch cal. tree for every 40 l.f. of street frontage.
2. Shrubs shall be provided such that one (1) 18" tall or five (5) gallon plant shall be planted on-site for each five (5) l.f. of public street R.O.W.

COLLEYVILLE ROAD: 134 l.f.

Required	Provided
(4) trees, 3" cal.	(4) trees, 3" cal.
(27) shrubs, 5 gal.	(27) shrubs, 5 gal.

OLD GLADE ROAD: 120 l.f.

Required	Provided
(3) trees, 3" cal.	(3) trees, 3" cal.
(24) shrubs, 5 gal.	(24) shrubs, 5 gal.

PARKING LOT LANDSCAPING REQUIREMENTS

1. Parking lots shall contain a minimum of one hundred forty (140) s.f. of landscaped island per each eighteen (18) contiguous parking spaces required. This landscape island is to include one (1) three (3) inch caliper tree.

Total Parking: 28 spaces

Required	Provided
(2) trees, 3" cal.	(2) trees, 3" cal.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	TREES				
CP	*Pistacia chinensis*	Chinese Pistache	7	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	*Quercus virginiana*	Live Oak	2	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
	SHRUBS/GROUNDCOVER				
DYH	*Ilex vomitoria 'Nana'*	Dwarf Yaupon Holly	19	5 gal.	container full, 20" spread, 36" o.c.
SJ	*Juniperus chinensis 'Sea Green'*	Sea Green Juniper	32	5 gal.	container full, 24" spread, 36" o.c.
	Cynodon dactylon	Common Bermudagrass			solid sod, refer to Solid Sod Notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

N

SCALE: 1" = 20'-0"
0 10 20 40

BELLE FIRMA
4245 North Central Expy
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214.865.7192 office

REGISTERED LANDSCAPE ARCHITECT
KRISTI ANN HARRIS
2246
STATE OF TEXAS
10/04/19

Enterprise Colleyville

Glade Rd. and Colleyville Blvd.
Colleyville, Texas

Project Number: 19110
Issue Date: 09.12.2019
Drawn By: HEM
Checked By: KAH

Revisions

No:	Date:	Detail:
1	10.04.19	City Comments

Sheet Title:

LANDSCAPE PLAN

Sheet Number:

L1.01

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs and grasses)
2. Bed preparation and fertilization
3. Notification of sources
4. Water and maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (Z60.1) – plant material

B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.

C. Texas Association of Nurserymen, Grades and Standards

D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.

B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

A. Maintenance:

1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.

2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.

3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.

B. Guarantee:

1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.

b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

1.7 QUALITY ASSURANCE

A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.

B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

C. Selection of Plant Material:

1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.

2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.

4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions, do not measure from branch or root tip-to-tip.

5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.

6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.

7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.

2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:

1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.

2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.

5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.

6. Remove rejected plant material immediately from job site.

7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.

B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.

C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.

D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as specified at no additional cost to the Owner.

E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature confirms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)

F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.

2. Physical properties as follows:
   a. Clay – between 7-27 percent
   b. Silt – between 15-25 percent
   c. Sand – less than 52 percent

3. Organic matter shall be 3%-10% of total dry weight.

4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.

H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDGE Heavy Duty Steel.

B. Staking Material for Shade Trees: refer to details.

C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.

D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

E. River Rock: 'Colorado' or native river rock, 2" - 4" dia.

F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.

B. All planting areas shall be conditioned as follows:

1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.

2. All planting areas shall receive a two (2") inch layer of specified mulch.

3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

C. Grass Areas:

1. Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

3.2 INSTALLATION

A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

C. Position the trees and shrubs in their intended location as per plan.

D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.

E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that,when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over three-quarter (¾") inch in diameter. Plants should be thoroughly moist before removing containers.

G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.

H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect if the percolation test fails.

I. Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top ½ of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of 'root scoring'.

J. Do not wrap trees.

K. Do not over prune.

L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.

M. All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.

N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3') feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.

O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.

P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

1. Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.

2. Pruning shall be done with clean, sharp tools.

3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.

Q. Steel Curbing Installation:

1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.

2. All steel curbing shall be free of kinks and abrupt bends.

3. Top of curbing shall be ½" maximum height above final finished grade.

4. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.

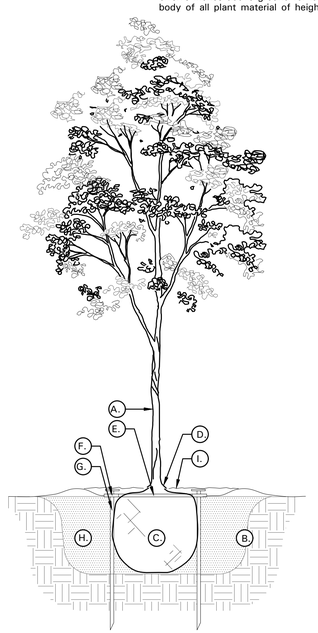
5. Do not install steel edging along sidewalks or curbs.

6. Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

3.3 CLEANUP AND ACCEPTANCE

A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



01 TREE PLANTING DETAIL
NOT TO SCALE

TREE PLANTING DETAIL LEGEND AND NOTES

A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org

B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.

C. ROOT BALL: REMOVE TOP ⅓ BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.

D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.

E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL, TRUNK SHOULD BE IN THE CENTER OF THE RING.

F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.

G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

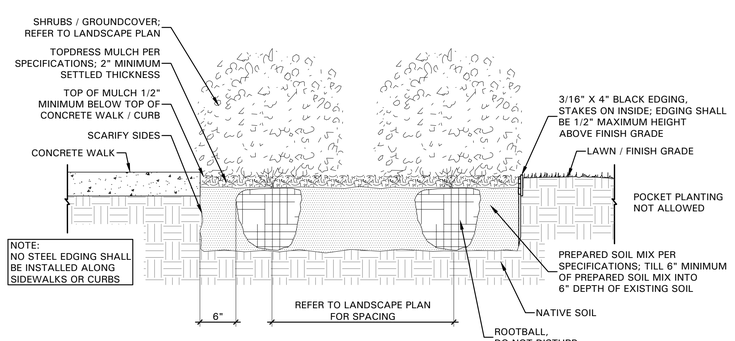
H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.

I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE SHOULD NOT BE VISIBLE.

J. TREE STAKES:
TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM:
Tree Stake Solutions
ATTN: Jeff Tuley
(903) 676-6143
jeff@treestakesolutions.com
www.treestakesolutions.com

OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.

K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



02 SHRUB / GROUNDCOVER DETAIL
NOT TO SCALE

BELLE FIRMA
4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

REGISTERED LANDSCAPE ARCHITECT
KRISTI ANN HAMILTON
2246
STATE OF TEXAS
10/04/19

Enterprise Colleyville

Glade Rd. and Colleyville Blvd.
Colleyville, Texas

Project Number: 19110
Issue Date: 09.12.2019
Drawn By: HEM
Checked By: KAH

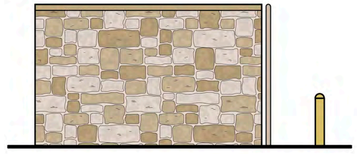
Revisions

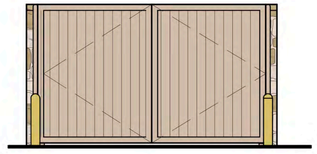
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1	10.04.19	City Comments

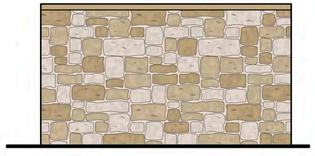
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LANDSCAPE SPECIFICATIONS AND DETAILS

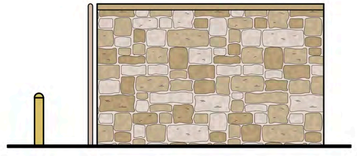
Sheet Number:
L1.02













Date 9/24/19
Drawn By MJW
Checked By MJW
Revisions

THE ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF MICHAEL J. WRIGHT REGISTRATION # 15121 OF TEXAS WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING FOR USE BY OTHER CONSULTANTS ON THIS PROJECT. IN ACCORDANCE WITH TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO AND WILL HOLD HARMLESS MICHAEL J. WRIGHT AND HIS CONSULTANTS FOR ANY REUSE OF THE ELECTRONIC DRAWING FILE FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED AND ANY ALTERATION OF THE ELECTRONIC DRAWING FILE SHALL BE INCONSISTENT FOR ANY MODIFICATIONS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THE ELECTRONIC DRAWING FILE AGREES TO NOT ASSIGN THE ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

ENTERPRISE
4917 COLLEYVILLE BLVD
COLLEYVILLE, TX

M.J. WRIGHT & ASSOCIATES, INC.
ARCHITECTS
8233 MID-CITIES BOULEVARD STE A, NRH, TX 76182
OFFICE: 817.285.5555 M.WWW.MJWRIGHT.COM
FAX: 817.285.5556 WWW.MJWRIGHT.COM

REGISTERED ARCHITECT STATE OF TEXAS 15121

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Sheet No.
A3.1
Project No.
1910TENT



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Sheet No. A3.2

Project No. 1910TENT

M. J. WRIGHT & ASSOCIATES, INC.
-ARCHITECTS-
8233 MID-CITIES BOULEVARD STE. A, NRH TX 76182
OFFICE: 817/268-5555 MJW@MJWRIGHT.COM
FAX: 817/268-5558 WWW.MJWRIGHT.COM

REGISTERED ARCHITECT MICHAEL J. WRIGHT 41130 STATE OF TEXAS

ENTERPRISE

4917 COLLEYVILLE BLVD

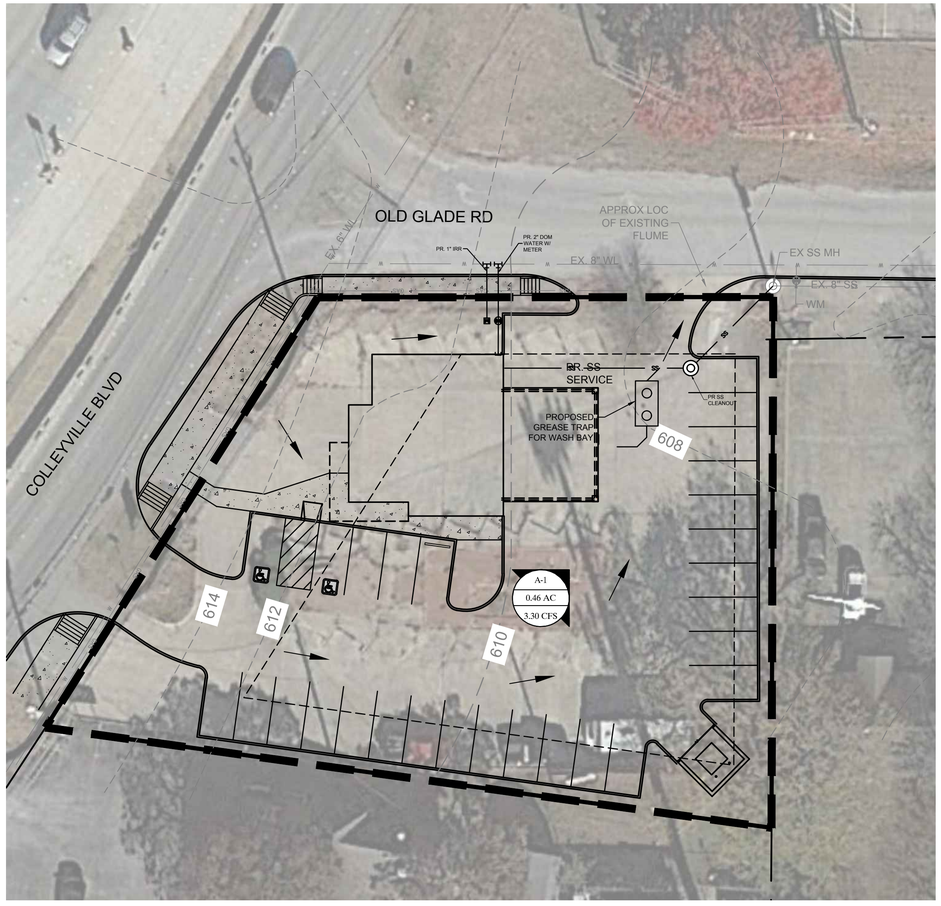
COLLEYVILLE, TX

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF MICHAEL J. WRIGHT,REGISTRATION #41130 ON 9/24/19. MJW MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 1.123 (1) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE ANY MODIFICATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

Date 9/24/19
Drawn By MJW
Checked By MJW
Revisions



EXISTING DRAINAGE



PROPOSED DRAINAGE

GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.

LEGEND	
A-1 / 1 AC / 10 CFS	– DRAINAGE AREA –DRAINAGE AREA IN ACRES – FLOW FOR DRAINAGE AREA IN CFS
	DIRECTION OF FLOW
	DRAINAGE AREA BOUNDARY

NOTES:

C FACTOR CALCULATIONS						
	EXISTING SITE			PROPOSED SITE		
		% OF SITE	C FACTOR		% OF SITE	C FACTOR
IMPERVIOUS AREA	20,255 SF	100%	0.9	15,569 SF	76.9%	0.9
PERVIOUS AREA	0 SF	0%	0.3	4,686 SF	23.1%	0.3
TOTAL AREA	20,255 SF			20,255 SF		
WEIGHTED C			0.9			0.76

HYDROLOGIC CALCULATIONS - PRE DEVELOPMENT

DRAINAGE AREA	AREA (AC.)	TC (MIN)	C	I_{100} (IN/HR)	Q_{100} (CFS)	COLLECTION POINT
EX-1	0.47	10	0.90	9.24	3.91	DRAINS TO EXISTING FLUME
TOTAL DRAINAGE	0.47				3.91	

HYDROLOGIC CALCULATIONS - POST DEVELOPMENT

DRAINAGE AREA	AREA (AC.)	TC (MIN)	C	I_{100} (IN/HR)	Q_{100} (CFS)	COLLECTION POINT
A-1	0.47	10	0.76	9.24	3.30	DRAINS TO EXISTING FLUME
TOTAL DRAINAGE	0.47				3.30	

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1105 CHERK SPARGER RD. SUITE #1
COLLEYVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 06/09/2016

PALIO COLLEYVILLE
COLLEYVILLE BLVD AND GLADE ROAD
COLLEYVILLE, TEXAS

No.	DATE	REVISION	BY

DRAINAGE & UTILITY PLAN

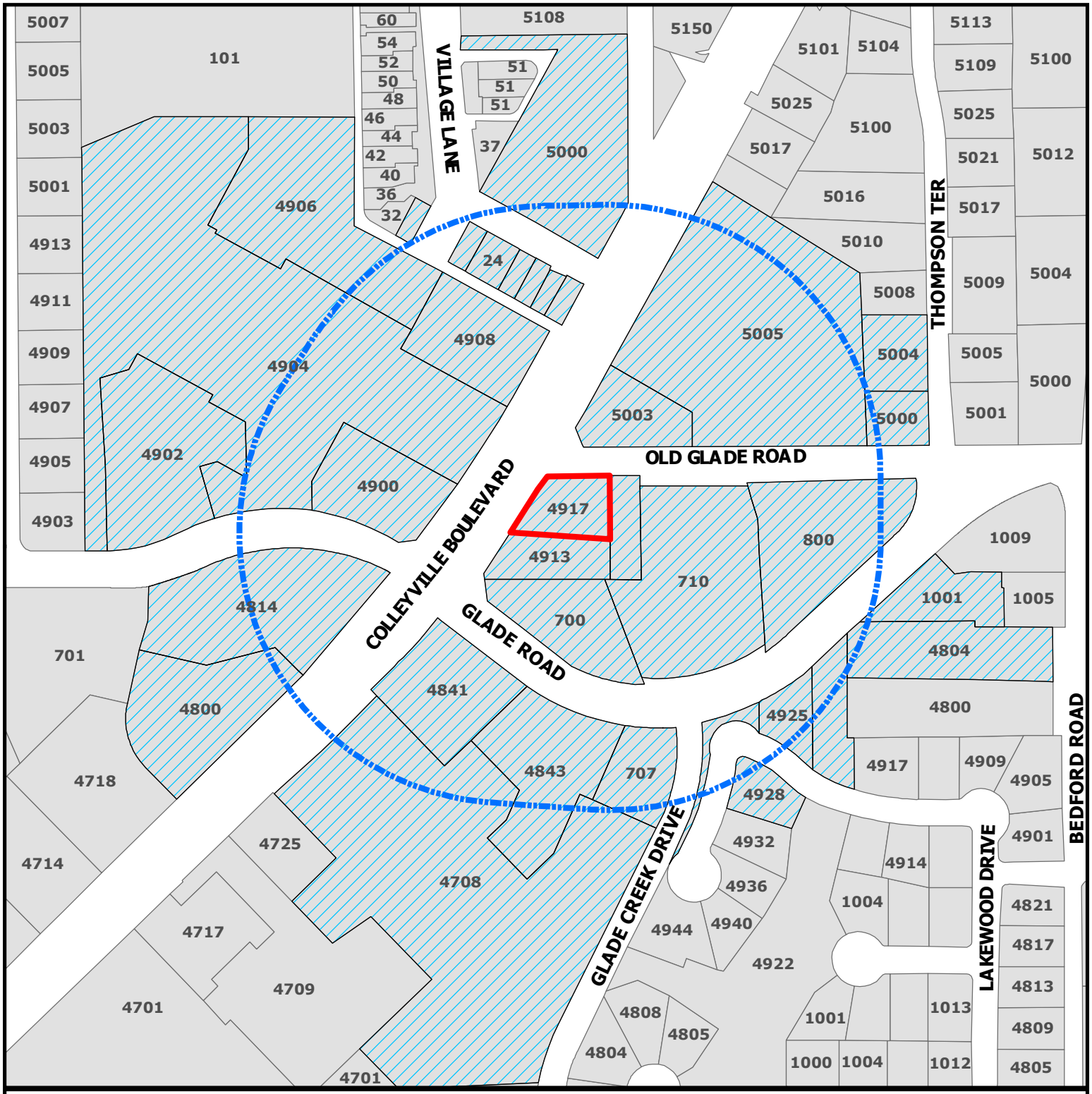
DESIGN: RDS
DRAWN: RDS
CHECKED: CDC
DATE: 09/04/2019

SHEET
C-6

File No. 2019-125

PLOTTED BY: HV
PLOT DATE: 10/1/2019 12:54 PM
LOCATION: C:\EGNYTE\SHARED\PROJECTS\2019-125 PALIO COLLEYVILLE\CADD\EXHIBIT\PRELIM DRAINAGE AREA MAP.DWG
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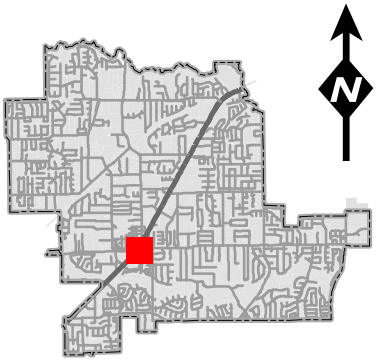
Notification Map



CITY OF COLLEYVILLE TEXAS

ZC19-012

4917 Colleyville Blvd



Subject Property

500ft Buffer

Properties within 500ft

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.

Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
HOA - LAKEWOOD ESTATES	6707 BRENTWOOD STR RD	FORT WORTH, TX	76112	4921 LAKEWOOD DR
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4900 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4908 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4906 COLLEYVILLE BLVD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	12 VILLAGE LN
O'BRIEN, PETE	609 CHEEK SPARGER RD STE 120	COLLEYVILLE, TX	76034	5004 THOMPSON TERR
Y2KITCHEN PROPERTIES LLC	4500 DARTMOORE LN	COLLEYVILLE, TX	76034	5003 COLLEYVILLE BLVD
JPMORGAN CHASE BANK	PO BOX 2558	HOUSTON, TX	77252	5000 COLLEYVILLE BLVD
BONEY, TRAVIS	4925 LAKEWOOD DR	COLLEYVILLE, TX	76034	4925 LAKEWOOD DR
R&L CAPITAL PROPERTIES LLC	6903 SHEPHERDS GLN	COLLEYVILLE, TX	76034	4800 COLLEYVILLE BLVD
COCANOUGHER ASSET NO 3 LTD	6851 NE LOOP 820 STE 200	NORTH RICHLAND HILLS, TX	76180	5005 COLLEYVILLE BLVD
Y2KITCHEN PROPERTIES LLC	5003 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	710 GLADE RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	24 VILLAGE LN
ESCOBAR, ROSA	4804 BEDFORD RD	COLLEYVILLE, TX	76034	4804 BEDFORD RD
THOMPSON, JOHN E	5017 MONTCLAIR DR	COLLEYVILLE, TX	76034	905 OLD GLADE RD
NOBLIT, DON	PO BOX 820895	FORT WORTH, TX	76182	4913 COLLEYVILLE BLVD
DELGADO, MARK ETAL	5000 THOMPSON TERR	COLLEYVILLE, TX	76034	5000 THOMPSON TERR
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
HOA - LAKEWOOD ESTATES	12700 PARK CTRL DR STE 600	DALLAS, TX	75251	4935 LAKEWOOD DR
WAL-MART REAL ESTATE BUS TRUST	PO BOX 8050	BENTONVILLE, AR	72716	4904 COLLEYVILLE BLVD
BOWDEN, WILLIAM	4928 LAKEWOOD DR	COLLEYVILLE, TX	76034	4928 LAKEWOOD DR
NOBEL SOURCE COMPANY LLC	640 S HILL ST STE 341	LOS ANGELES, CA	90014	800 GLADE RD
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
LG COLLEYVILLE LLC	3500 MAPLE DR STE 1600	DALLAS, TX	75219	4917 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4902 COLLEYVILLE BLVD
HEA21 LLC	6406 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	28 VILLAGE LN
ZELL THREE INC	1190 EXPLORER ST	DUNCANVILLE, TX	75137	700 GLADE RD
WORTHINGTON NATIONAL BANK	500W MAIN ST	FORT WORTH, TX	76102	4814 COLLEYVILLE BLVD
SIRIDON ENTERPRISE LLC	825 CUMBERLAND ST	PITTSBURG, CA	94565	32 VILLAGE LN
KRG COLLEYVILLE LLC	30 S MERIDIAN ST STE 1100	INDIANAPOLIS, IN	46204	4708 GLADE CREEK DR
COMPASS BANCSHARES INC	PO BOX 10566	BIRMINGHAM, AL	35296	4841 COLLEYVILLE BLVD
HERITAGE PERSONAL TRAINING INC	1208 CREST DR	COLLEYVILLE, TX	76034	707 GLADE RD
KRG COLLEYVILLE LLC	30 S MERIDIAN ST STE 1100	INDIANAPOLIS, IN	46204	4843 GLADE CREEK DR
				1001 GLADE RD
LAKEWOOD ESTATES	213 MILL CROSSING WEST	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
HOLLIER, BRENDON	8350 N CENTRAL EXPRESSWAY, STE. 1313	DALLAS, TX	75219	APPLICANT

Public hearing notices were mailed on September 20, 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, October 14, 2019 at 7:00 p.m.
City Council Meetings: Tuesday, November 5, 2019 & Tuesday, November 19, 2019 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development – Commercial. The purpose is to rezone in order to allow for the use of auto and truck rentals under the business of Enterprise Rent-A-Car.
Zoning Case:	ZC19-012
Applicant:	Brendon Hollier
Owner:	Will Tolliver
Location:	4917 Colleyville Blvd
Property Description:	Tract 2C03, Abstract 206, in the BBB & C RY Survey
Present Zoning:	CC-1 Village Retail

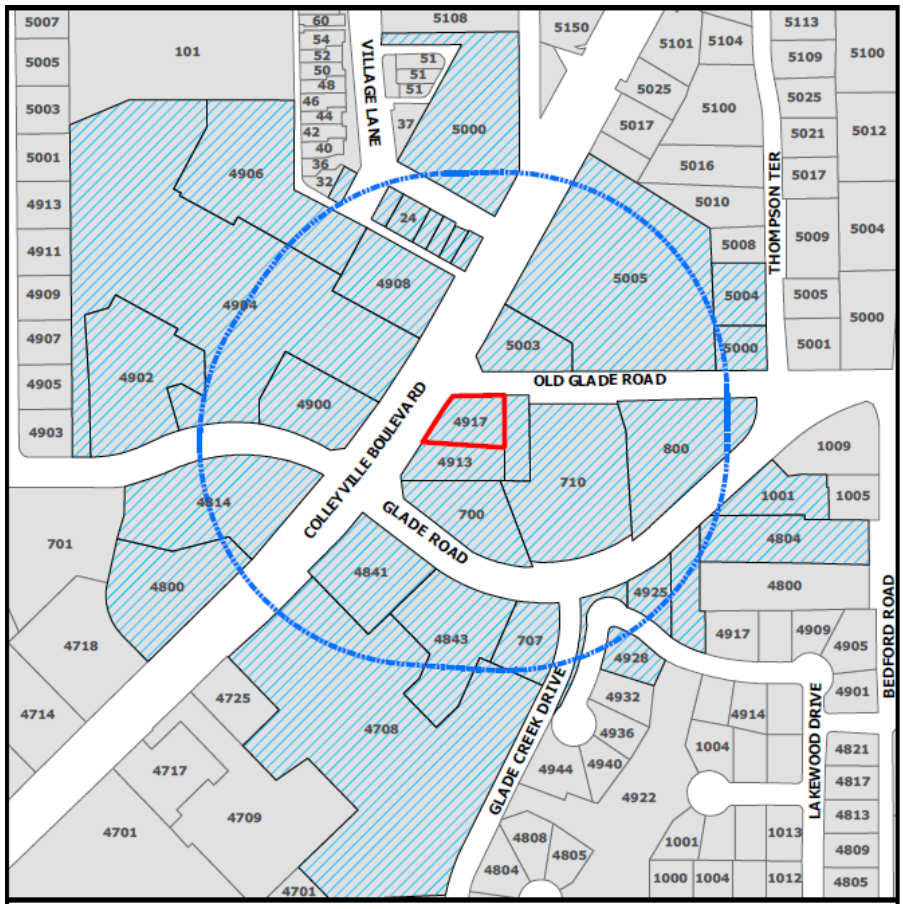
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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 76034. 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-19-2100

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.46 ACRES BEING TRACT 2C03, ABSTRACT 206, IN THE BBB & C RY SURVEY, LOCATED AT 4917 COLLEYVILLE BOULEVARD FROM THE CC-1 VILLAGE RETAIL DISTRICT TO THE PUD-C PLANNED UNIT DEVELOPMENT – COMMERCIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC19-012; and

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

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

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

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

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

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 0.46 acres being Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Boulevard from the CC-1 Village Retail zoning district to the PUD-C Planned Unit Development – Commercial zoning district, as depicted in the attached Exhibit "A" and Exhibit "C", and as described in Exhibit "B".

Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The purpose of this PUD-C is to allow for an auto and truck rental totaling approximately 1,602 square feet.

b. This development shall be generally consistent with the Statement of Planning Objectives included as Exhibit "B".

c. The proposed development is subject to CC-1 Shopping Center zoning district and all the associated regulations contained in the Land Development Code, except as amended by this Ordinance.

2. DEVELOPMENT PLAN

a. The development shall be generally consistent with the Site Plan, Building Elevations Exhibit "C", and Landscape Plan included as Exhibit "D".

3. PERMITTED USES

a. Uses shall be those allowed in the CC-1 Village Retail zoning district.

b. The auto and truck rental use as depicted in the attached exhibits shall be a permitted use.

4. BUILDING DESIGN

a. The auto and truck rental use shall be generally consistent with the building elevations and specified material depicted in Exhibit "C".

5. LANDSCAPING

a. The landscape area shall be provided as generally depicted in Exhibit "D".

b. In addition, the applicant shall provide additional landscaping (i.e. shrubs and flowers) adjacent to the building on the west and north sides.

6. OTHER

a. The front building setback shall be reduced to 20.71 foot along Colleyville Boulevard and 15 feet along Old Glade Road per this PUD-C.

b. The inventory shall be limited to passenger cars, SUV's and light-duty trucks only. There shall be no box trucks, trailers, boats, or commercial vehicles rented at this location.

c. No more than 10 vehicles of inventory shall be allowed at any time on the site.

d. A common access easement shall be provided to the property to the south being the first three (western) spaces closest to

Colleyville Boulevard along the south row of parking to allow for future connection when the adjacent property redevelops.

7. PARKING

a. A total of 28 parking spaces shall be required for the auto and truck rental business until the time that the common access is provided reducing the parking down to 25 spaces.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

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

Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of November 2019.

The second reading and public hearing being conducted on the 19th day of November 2019.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, ON THIS THE 19TH DAY OF NOVEMBER 2019.

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

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

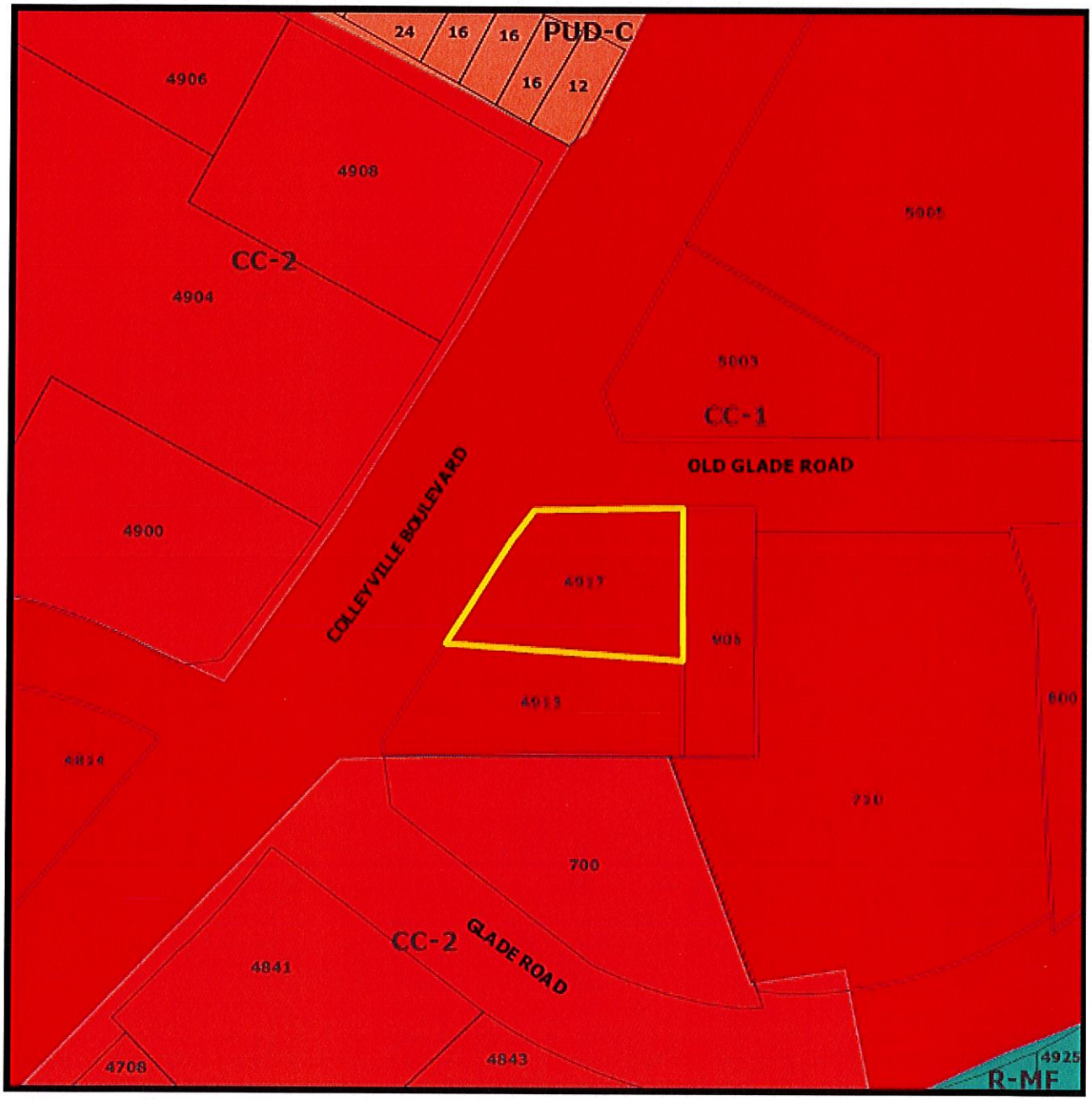


Exhibit "B" – Statement of Planning Objectives

PALIO PARTNERS

A Specialist in Preferred Development Solutions for Restaurant and Retail Companies

Statement of Planning Objectives for Zoning Application – 4917 Colleyville Blvd.

Palio Partners is a commercial real estate development company that was formed in 2008 by Brendon Hollier, Clark Knippers, and Doug Alcott, with the goal of providing retail and restaurant clients with the necessary capital and development expertise for new store growth. Palio Partners has worked with some best-in-class concepts and makes a point to deliver only the highest quality product to the communities it develops in and its clients, whether their needs are land redevelopment, redevelopment of existing structures, or turnkey, new construction spaces. Palio's track record includes tenants such as: Main Event Entertainment, Chuy's Tex-Mex, Starbucks, Urban Air Trampoline Park, Genghis Grill, Mattress Firm, and many more.

In January of 2019, Palio was presented with the opportunity to purchase the property at 4917 Colleyville Blvd. ("Property") from Leon Capital Group. The Property is roughly 0.46 acres and remains as a demolished Sonic site with an existing, severely damaged parking lot. With a positive forecast of the Colleyville trade area, due to the Hwy. 26 redevelopment and strong demographics, Palio decided to pursue this opportunity. Foremark Real Estate Services, Palio's leasing team, immediately began marketing the Property, trying to find the right end user for the site. Initially, Palio and Foremark thought a restaurant with drive thru was the highest and best use for the Property. After over 6 months of intense leasing efforts, it was determined that restaurant use is far less feasible than anticipated, due to the size of the lot and economics of the deal. Eventually, Enterprise Rent-a-Car connected with Foremark, expressing their interest in relocating from their current location at the Colleyville Downs Shopping Center. Enterprise's newest prototypical storefront is a freestanding building with a detached car wash, a layout that fits exceptionally well on the Property. The prototype calls for heavy use of brick and other masonry materials, which results in an extremely high-quality building in terms of aesthetics and durability.

The Property is currently zoned CC1, which does not allow for Enterprise's use, categorized as "Auto, Truck or Trailer Rental" by the City's Land Development Code. Although this use is prohibited in CC1, Palio and Foremark believe that Enterprise functions more as a retailer, rather than an automotive use. Over the past several months, the principals at Palio have met with the City of Colleyville several times to discuss the possibility of rezoning the Property. Per the City's recommendation, Palio is pursuing a zoning change from CC1 to PUD. Palio believes that Enterprise is the highest and best use for the Property for several reasons. As mentioned above, the Enterprise building and car wash lay out very efficiently on this site. Foremark has contacted the owner of the adjacent Red Barn BBQ site multiple times inquiring about a purchase. The owner has mentioned that they have absolutely no interest in selling. Without the ability to combine these parcels, we are extremely limited on size. The difficult access when heading southbound on Hwy. 26 make this more of a destinational site, which is far more suitable for a car rental service compared to a restaurant user. This site's location on a heavily traveled thoroughfare used to get to and from an airport also plays very well for a car rental service. These factors combined make the Property a very ideal location for Enterprise, and a less ideal location for a restaurant. The Palio and Foremark team believe that all of this makes Enterprise not only a highly compatible end user, but also the right tenant for the Property. Enterprise is a proven, highly successful concept that has shown it can and will operate for decades to come.

Enterprise Holdings, Enterprise Rent-a-Car's parent company, is a privately held company with over $24 billion in annual revenue. Enterprise Rent-a-Car has long been regarded as the premiere car rental service throughout the United States, being called the number one car rental company in terms of customer satisfaction from 2005 through 2011 by J.D. Power and Associates.

Palio Partners' plan for the Property is to redevelop and improve the site for a freestanding Enterprise Rent-a-Car. Our current site plan shows a 1,602sf building with 28 parking stalls. The building will be comprised of mainly brick, with numerous articulations to create an enhanced aesthetic and break up any continuity. The structure will have a high proportion of storefront and a metal awning system, both of which greatly increase the curb appeal of the building. The building will include stone wainscot and abundant new landscaping to match the reimagined Hwy. 26 corridor. Palio acknowledges the higher standards of land and building development imposed by the City of Colleyville and intends to not only meet, but exceed these requirements. It is our intention to own the Property for the term of the lease (20 years, plus options), showing our commitment to not only this Property and Enterprise as a tenant, but also to the Colleyville trade area as a whole.

At this site, Enterprise will rent cars, mini-vans, SUVs, pick-up trucks and 15-passenger vans. They will not rent box trucks or other commercial vehicles. Enterprise's hours of operation would be Monday thru Friday from 7:30am – 6:00pm and Saturday from 10:00am – 2:00pm. Enterprise will be closed on Sundays. Enterprise intends to have 3 – 7 employees at any given time. Enterprise has mentioned that they run their business based on utilization and the flow of their business is typically during the week. For example, Tuesday thru Thursday there may be only 3 – 7 cars on the lot, and then on a non-holiday weekend they could have as many as 20 cars on the lot. Based off utilization, they use teams of drivers and personnel to move vehicles where they are needed. To sum up, their business model is to keep cars on rent and they will move vehicles around locations to maximize that.

In conclusion, we believe that Enterprise is the best possible tenant for the Property. Enterprise has been very successful in Colleyville, and this site provides an opportunity to better their presence and better serve the Colleyville community. Enterprise has served the Colleyville community for many years and this relocation effort shows further commitment to provide Colleyville with the best service and presence possible.

Sincerely,

Brendon Hollier

Exhibit "C" –Site Plan and Building Elevations

CLAY MOORE ENGINEERING

PROPOSED ENTERPRISE
GLADE RD &
COLLEYVILLE BLVD
COLLEYVILLE, TX

NO.	DATE	REVISION	BY

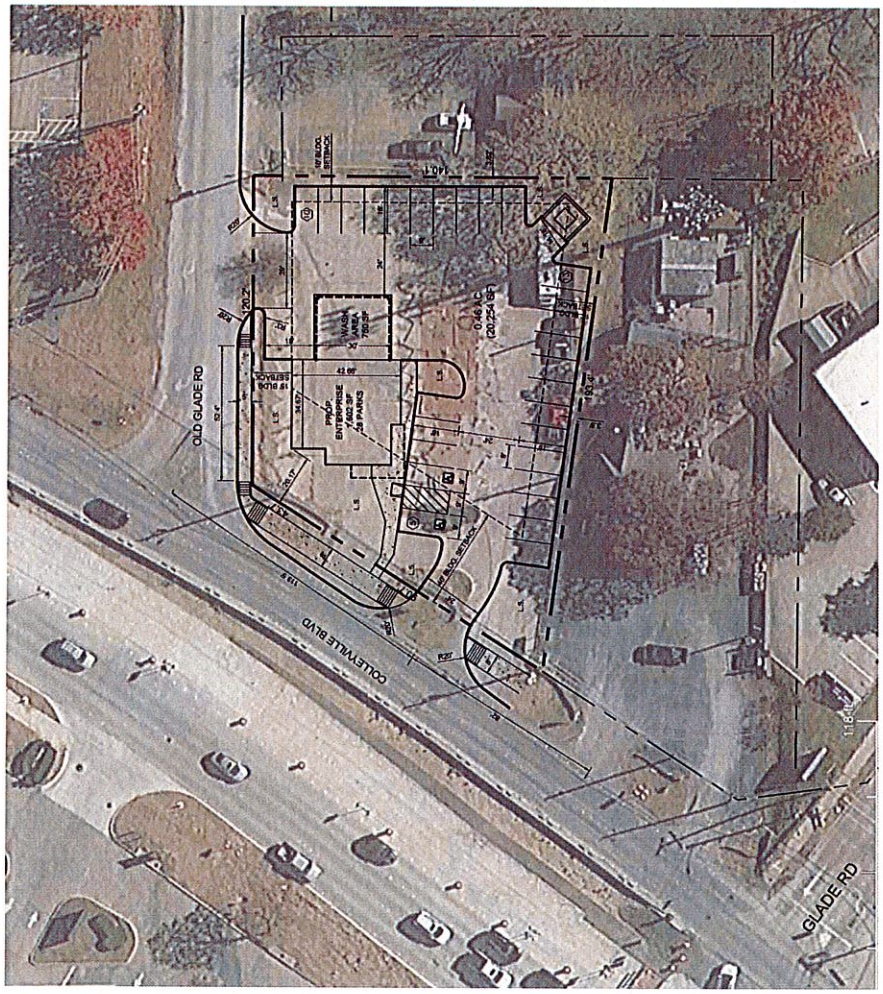
CONCEPTUAL SITE PLAN

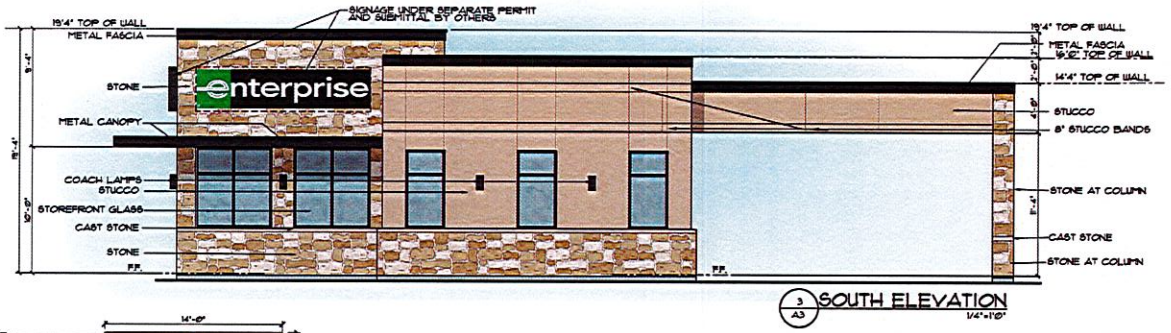
SHEET SP-1

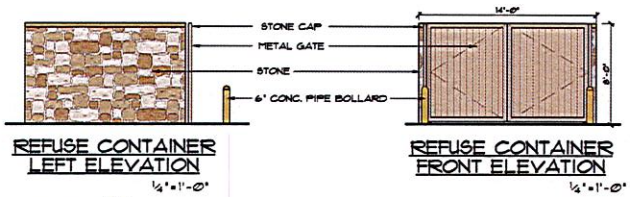
GRAPHIC SCALE
1 inch = 20 ft

SITE DATA TABLE		% OF SITE
SITE GROSS AREA	0.46 AC (20,254 SF)	
MAIN BUILDING AREA	1,402 SF	6.9%
WASH AREA	700 SF	3.5%
TOTAL	2,362 SF	11.6%
IMPERVIOUS AREA	15,946 SF	74.3%
OPEN AREA	5,269 SF	25.7%

PARKING TABLE	
AUTOMOTIVE RENTAL (1 SPACE PER 300 SF) 2,360 SF	8 (1 ADA)
PARKING PROVIDED	29 (2 ADA)

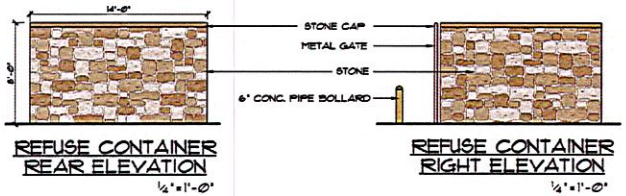






REFUSE CONTAINER
LEFT ELEVATION
1/4"=1'-0"

REFUSE CONTAINER
FRONT ELEVATION
1/4"=1'-0"



REFUSE CONTAINER
REAR ELEVATION
1/4"=1'-0"

REFUSE CONTAINER
RIGHT ELEVATION
1/4"=1'-0"



3
A3
WEST ELEVATION
1/4"=1'-0"

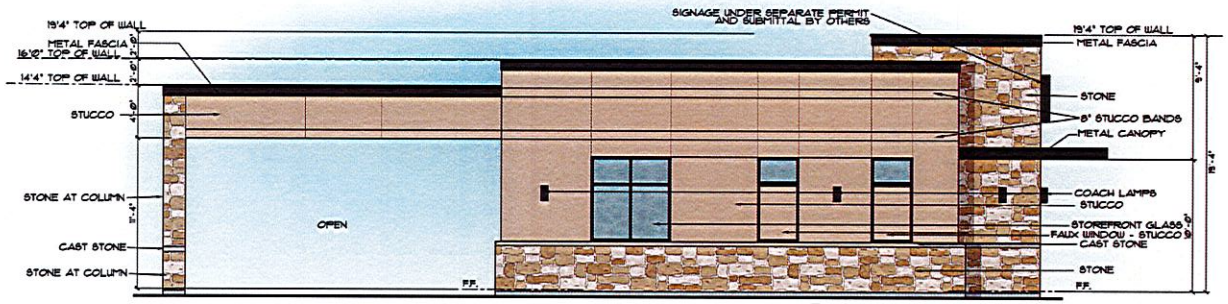
Date 3/24/09
Drawn By MJW
Checked By MJW
Revisions

ENTERPRISE
491 COLLEYVILLE BLVD
COLLEYVILLE, TX

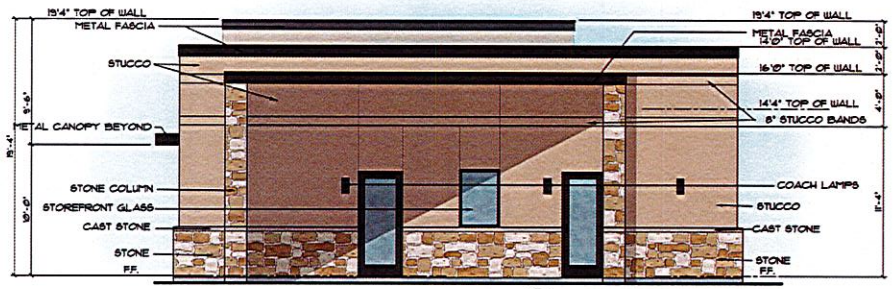
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Sheet No.
A3.1
Project No.
1010TENT



3/A3 NORTH ELEVATION
1/4"=1'0"



3/A3 EAST ELEVATION
1/4"=1'0"

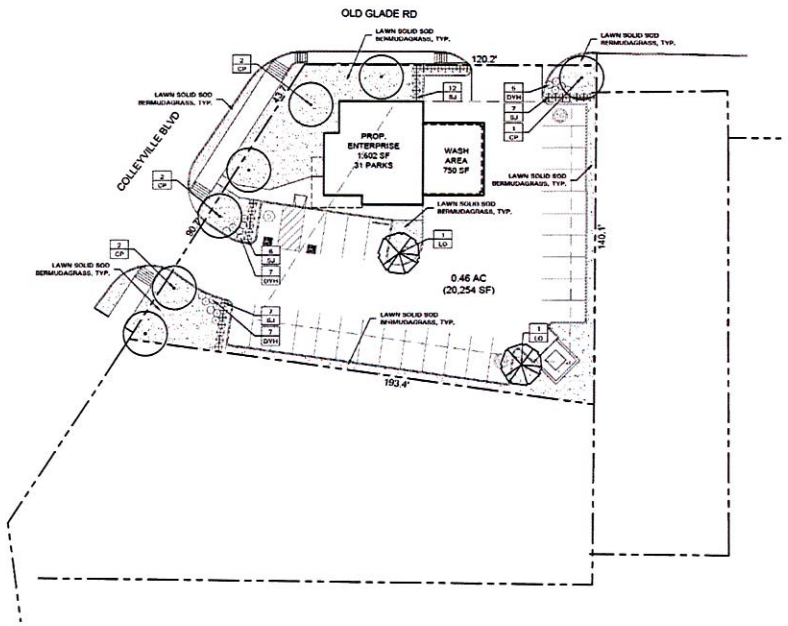
Date 3/24/19
Drawn By MJW
Checked By MJW
Revisions

ENTERPRISE
491 COLLEYVILLE BLVD
COLLEYVILLE, TX

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Project No.
19167ENT



LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
6. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
7. ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
8. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
9. CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
2. ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
5. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
6. CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
2. CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

1. PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
2. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
3. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
4. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

CITY OF COLLEYVILLE, TEXAS

SITE LANDSCAPE REQUIREMENTS

1. 20% of the total land area in any proposed, development shall be, landscaped.
2. At least 50% of the total landscaped area shall be located in the street yards.
3. A minimum of fifty (50%) percent of the net site area shall be provided in tree canopy coverage.

Total Site: 20,255 s.f.
Building and 9' buffer: 3,535 s.f.
Net Site Area: 16,720 s.f.

Required	Provided
4,051 s.f. (20%)	4,895 s.f. (25%)
Required	Provided
2,026 s.f. (50%)	3,563 s.f. (89%)
Required	Provided
8,360 s.f. (50%)	8,800 s.f.

STREET FRONTAGE REQUIREMENTS

1. Landscaping shall include the retention or planting of one (1), three (3) inch cal. tree for every 40 LF of street frontage.
2. Shrubs shall be provided such that one (1) 18" tall or five (5) gallon plant shall be planted on-site for each five (5) LF of public street R.O.W.

COLLEYVILLE BLVD: 156 LF.

Required	Provided
(4) trees, 3" cal.	(6) trees, 3" cal.
(27) shrubs, 5 gal.	(27) shrubs, 5 gal.

OLD GLADE ROAD: 120 LF.

Required	Provided
(3) trees, 3" cal.	(3) trees, 3" cal.
(24) shrubs, 5 gal.	(24) shrubs, 5 gal.

PARKING LOT LANDSCAPING REQUIREMENTS

1. Parking lots shall contain a minimum of one hundred forty (140) s.f. of landscaped island per each eighteen (18) contiguous parking spaces required. This landscape island is to include one (1) three (3) inch caliper tree.

Total Parking: 28 spaces

Required	Provided
(2) trees, 3" cal.	(2) trees, 3" cal.

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	TREES				
CP	*Pyrus calleryana*	Chinese Pistache	7	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
LO	*Quercus virginiana*	Live Oak	2	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
	SHRUBS/GROUNDCOVER				
DYH	*Ilex vomitoria 'Nana'*	Dwarf Yaupon Holly	19	5 gal.	container full, 20" spread, 36" o.c.
SJ	*Juniperus chinensis 'Sea Green'*	Sea Green Juniper	32	5 gal.	container full, 24" spread, 36" o.c.
	Cynodon dactylon	Common Bermudagrass			solid sod, refer to Solid Sod Notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

SCALE: 1" = 20'-0"
0 10 20 40

BELLE FIRMA
4245 North Central Expy
Suite 501
Dallas, Texas 75205
214.865.7192 office

10/04/19

Enterprise Colleyville

Glade Rd. and Colleyville Blvd.
Colleyville, Texas

Project Number	19110
Issue Date	09.12.2019
Drawn By	HEM
Checked By	KAH

Revisions		
No	Date	Detail
1	10.04.19	City Comments

Sheet Title:
LANDSCAPE PLAN

Sheet Number:
L1.01

Exhibit "D" - Landscape Plan

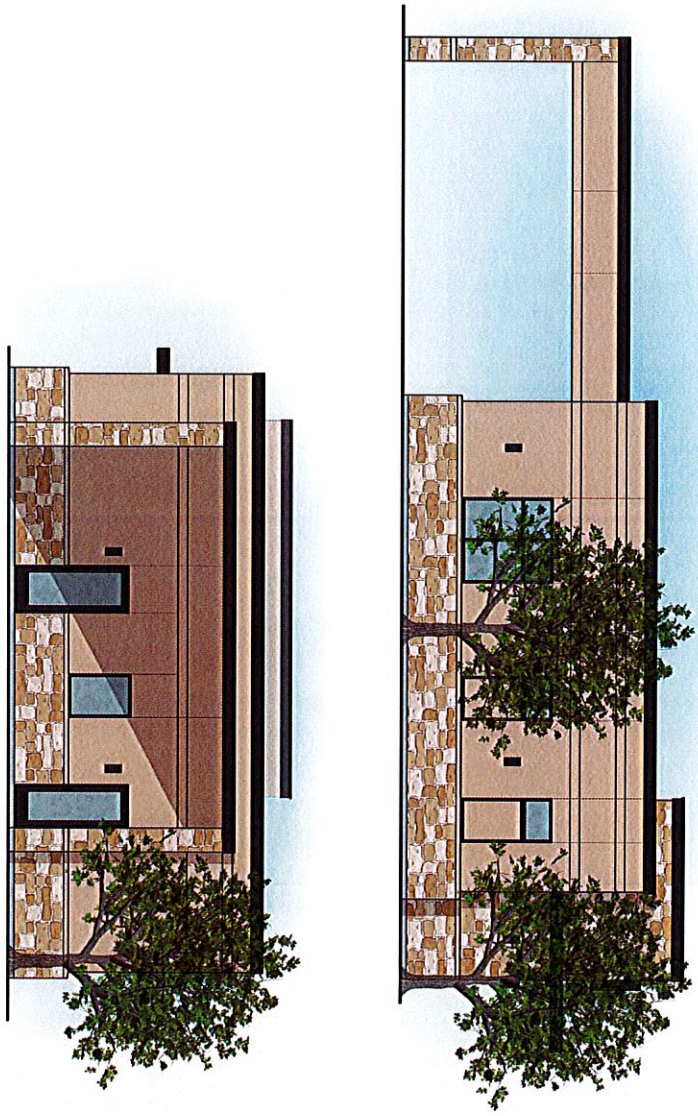
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Sheet No. A3.1
Project No. R&RTENT

ENTERPRISE
491 COLLEYVILLE BLVD
COLLEYVILLE, TX

Date 3/24/23
Drawn By MJW
Checked By MJW
Revisions



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Project No.
1801261

Sheet No.
A3.2

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ENTERPRISE

49IT COLLEYVILLE BLVD

COLLEYVILLE, TX

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF MICHAEL J. WRIGHT REGISTRATION NO# ON 9/4/18 AND TITLED AS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING, PURSUANT TO RULE 1.351 (1) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE ANY MODIFICATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

Date 9/24/18
Drawn By MJW
Checked By MJW

Revisions

RESOLUTION R-19-4452

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 3, 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:

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS AND _ ABSTENTIONS ON THIS THE 3RD DAY OF DECEMBER 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