



City of Colleyville City Council Agenda

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

Tuesday, April 7, 2020

**THE COLLEYVILLE CITY COUNCIL WILL CONDUCT A
REGULAR MEETING AT 7:30 P.M. IN CITY COUNCIL CHAMBERS ON
TUESDAY, APRIL 7, 2020**

**THE DOORS TO CITY HALL WILL BE OPEN AT 7:00 P.M. AND
WILL REMAIN OPEN THROUGHOUT THE DURATION OF THE MEETING**

INVOCATION: Pastor Dale Molden, First Colleyville

PLEDGE OF ALLEGIANCE: Mayor Richard Newton

1. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

Proclamation in recognition of Child Abuse Prevention Month, April 2020

2. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-20-4488

- 2a** Approval of the minutes of the regular City Council meeting of March 17, 2020
- 2b** Approval of the minutes of the Special City Council meeting of March 26, 2020
- 2c** Approval to administer a second economic development incentive program grant in the form of a \$35.00 gift card for use at participating Colleyville businesses
- 2d** Approval of the purchase of up to 94 Princeton Elm trees for the SH26 median project from Bold Spring Nursery and Shademaker, L.P. in amounts not to exceed \$83,600 and \$174,390 respectively, and authorizing the City Manager to execute the agreements
- 2e** Approval of a construction contract with Ed Bell Construction Company, for the Glade Road Phase 2 (SH26 to Pool Road) Project, in an amount not to exceed \$14,273,642.05, and authorizing the City Manager to execute the agreement

- 2f** Approval of a construction services agreement with Texas Materials Group, Inc. (Texas Bit), for the McDonwell School Road at Westcoat Drive Roundabout Project, in an amount not to exceed \$1,452,805.18, and authorizing the City Manager to execute the agreement
- 2g** Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters of Glade Road Phase 2, as well as providing additional Right-of-Way/Easement Coordination, and Construction Phase Services, in an amount not to exceed \$61,300.00, and authorizing the City Manager to execute the amendment

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

3a Ordinance O-20-2111

Consideration of a zoning change request from the AG Agricultural district to the CC-1 Village Retail district on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-001

3b Ordinance O-20-2112

Consideration of a request for a Special Use Permit for Cemeteries or Mausoleums on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-002

3c Ordinance O-20-2113

Consideration of a zoning change request from the PUD-C Planned Unit Development – Commercial district to the PUD-C Planned Unit Development – Commercial district for the Heritage Farms addition, being Lots 1-3, Block A, Heritage Farms, located at 913 Cheek-Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court, Case ZC19-009

4. TABLED: RESOLUTION(S) READING AND PUBLIC HEARING

4a Resolution R-20-4478

Consideration of a request for a Preliminary/Final Plat for Lots 1-11, Block A, Lots 1-13, Block B, and Lots 1-3, Block X, of the Preston Manor Addition, being Tracts 6A1, 6A2, 6A2A, 6A2B1, Abstract 1487, in the O C Sturm Survey, and Tracts 1B, 1B1, 1B2A, Abstract 1176, in the J J Newton Survey, located at 401 Shelton Drive, Case PC20-001

5. CITIZEN COMMENTS

6. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR APRIL 7, 2020 - READING AND PUBLIC HEARING - RESOLUTION R-20-4489

7. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, April 3, 2020* 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

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Agenda Number	Agenda Date 4/7/2020	Number
Type Announcements, Proclamations, and Presentations		
Department City Secretary		

Title

Proclamation in recognition of Child Abuse Prevention Month, April 2020

Attachments

1. Child Abuse Prevention - April 2020

Proclamation

CITY OF

Colleyville,
Texas

WHEREAS: children are our future and greatest resource; and

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

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

WHEREAS, in Tarrant County, 5,536 children were confirmed as victims of child abuse or neglect in 2019; and

WHEREAS, Alliance for Children provided trauma-informed services to 2,564 children in 2019; and

WHEREAS, finding solutions to prevent child abuse is a community responsibility and depends on the involvement of all citizens; and

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

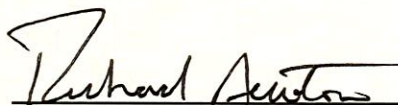
NOW, THEREFORE, I, RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS, on behalf of the Colleyville City Council and the citizens of Colleyville, do hereby proclaim April 2020 to be

CHILD ABUSE PREVENTION MONTH

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

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 7th day of April 2020.





Mayor



RESOLUTION R-20-4488

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF APRIL 7, 2020

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of March 17, 2020
 - b. Approval of the minutes of the Special City Council meeting of March 26, 2020
 - c. Approval to administer a second economic development incentive program grant in the form of a \$35.00 gift card for use at participating Colleyville businesses
 - d. Approval of the purchase of up to 94 Princeton Elm trees for the SH26 median project from Bold Spring Nursery and Shademaker, L.P. in amounts not to exceed \$83,600 and \$174,390 respectively, and authorizing the City Manager to execute the agreements
 - e. Approval of a construction contract with Ed Bell Construction Company, for the Glade Road Phase 2 (SH26 to Pool Road) Project, in an amount not to exceed \$14,273,642.05, and authorizing the City Manager to execute the agreement
 - f. Approval of a construction services agreement with Texas Materials Group, Inc. (Texas Bit), for the McDonwell School Road at Westcoat Drive Roundabout Project, in an amount not to exceed \$1,452,805.18, 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 of Glade Road Phase 2, as well as providing additional Right-of-Way/Easement Coordination, and

Construction Phase Services, in an amount not to exceed \$61,300.00, and authorizing the City Manager to execute the amendment

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 7TH DAY OF APRIL 2020.

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

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Tuesday, March 17, 2020

CITY COUNCIL CHAMBERS

**Due to COVID-19 the Worksession and Executive Session were cancelled.
The regular meeting began at 7:30 p.m.**

**WORKSESSION
4:30 PM - CITY COUNCIL CHAMBERS
EXECUTIVE SESSION - 6:30 P.M.
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

Cancelled - WS-1

Discussion of the Methodist Retirement Community (MRC) project

Cancelled - WS-2

Discussion of City Council Priorities Workshop dates

Cancelled - WS-3

Discussion of the March 17, 2020, City Council regular agenda items

1. Cancelled - EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

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

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

- Glade Road eminent domain case for Parcel 150

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

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

Section 551.074 - Personnel - Update by the City Manager regarding employee compensation

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 - Mayor Newton called the regular meeting of the City Council to order at 7:30 p.m. and called the roll.

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

PRESENT VIA SKYPE: Mayor Pro Tem Bobby Lindamood, and Councilmembers George Dodson and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Mark Cantrell, Public Works Director Ray Silva-Reyes, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

INVOCATION: Pastor Ricky Texada, Colleyville Covenant

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

Mayor Newton stated this meeting is a hybrid meeting due to the virus. He noted the meeting is open, is being videoed and broadcast, the doors are open to the public, three of the Councilmembers are present via video and can participate. Mayor Newton noted all votes will be taken verbally. Mayor Newton further noted the flexibility to conduct the meeting in this way is due to the virus and orders of the Governor.

Mayor Newton stated that due to the virus, the worksession and executive session had been cancelled prior to the meeting. He also advised there was no additional information on the tabled ordinances which appear as agenda items 6a, 6b, and 6c therefore, those items will remain tabled, as will agenda item 8a, Resolution R-20-4478. He stated time has not allowed for him to perform his normal review of Resolutions R-20-4484 and R-20-4485, which are agenda items 7b and 7c appointing members to City boards, commissions, and committees therefore, his recommendation will be to pass over those resolutions.

Mayor Newton thanked Pastor Texada for the invocation and said the country, state, city, everyone needs prayer.

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-20-4481

This resolution was not needed.

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:

Police Department Promotion Ceremony: The promotion ceremony has been closed to the public, however, the Department is excited to announce the promotion of the following officers:

Promotion to Lieutenant - Sgt. Chuck Tinsman

Promotion to Sergeant

- Jeremiah Filion (promoted in January)
- Sandy Scott (promoted to Sgt. in February)
- Officer Dara Nelson
- Officer Jarrod Shirley
- Officer Dustin Eason

We congratulate all of these leaders for their interest in increasing their contribution to the department and their willingness to put the interest of others above themselves as true servant leaders. We are confident in their ability to lead us in the years ahead and we are excited about the future of the Colleyville Police Department! Please join us in congratulating them on achieving this career milestone.

Blood needs: Carter Blood Care is in need of donations. If you are healthy please give, there is no risk at this time. There are several locations available locally.

Cancellations: Farmers Market at City Plaza, Library, Senior Center, & Recreational Programs which includes the Bunny Brunch scheduled for this coming weekend. It is likely that the plans going forward will create an inconvenience for our residents. We apologize for such inconveniences and ask our residents and business owners to be patient as we weather this difficult time.

Sales Tax Update: Sales tax receipts continues to be strong. Coming off of a large increase from December, our gains appear to be continuing for now, although this will likely not continue too much longer amid our health emergency. Our most recent collection gave us a large boost. It came in at 13% over FY19,

putting our year-to-date increase at 11.1%. In terms of dollars, we've received almost \$290k more than the same period of last year (this includes General Fund, EDC, and CCCPD sales tax). You will hear more about this positive trend in the financial report later this evening.

Colleyville Receipt Race is Underway: The City and GCISD have partnered for the 3rd annual receipt race to support Colleyville businesses. Shop anywhere in Colleyville March 1 through April 30 and turn your receipts into your school's PTA (same as you do for Box Tops). It's that easy. Receipts are due to Colleyville City Hall by May 4. The school that collects the most receipts (regardless of value) will receive a donation to the school's PTA. First prize is \$5,000; second prize is \$3,000; and third prize is \$2,000. All participating schools will receive a \$500 donation. For more information, visit colleyville.com or call 817.503.1111.

In recognition of the Featured Business of the Month - Hysen's Nizza Pizza, 3930 Glade Road, Suite 101, Hysen and Mirsada Lushaj, owners - Mayor Richard Newton and Assistant City Manager Adrienne Lothery

The recognition of Hysen's Nizza Pizza will be presented at a future meeting.

Presentation on the City of Colleyville preparedness and response to the coronavirus

Mayor Newton stated he has been in contact with the City Manager multiple times daily and there is a daily meeting with the Colleyville Fire Department, Police Department, and City Manager's Office all in response to the Coronavirus pandemic since it began impacting the United States. Colleyville has led the way in preparing an excellent and thorough written Coronavirus response plan. Mayor Newton said he is very proud of the plan and our excellent leadership team.

The City's top priority is to keep first responders safe, so they can continue to operate and treat patients, and our citizens and all City staff. Staff is in constant contact with Tarrant County Health Department, as well as GCISD, to share information and coordinate response. This evening staff will provide a presentation outlining the efforts to date and the plans going forward. It is likely the plan going forward will create an inconvenience for our residents. We apologize for those inconveniences, but we ask our residents and business owners to be patient as we all weather this difficult time. Mayor Newton asked Fire Chief Mark Cantrell to come forward to provide the formal presentation and asked everyone to allow him to review the response plan and then there would be discussion.

Fire Chief Mark Cantrell provided a presentation which reviewed the current numbers globally, and in China, the United States, Texas, Tarrant County, and Colleyville. He provided highlights of the emergency plan which includes a written

action plan which is updated daily with response practices based on specific benchmarks:

- Response for first person to person case in Texas
- Response for first person to person case in Tarrant County
- Response for first person to person case in Colleyville
- Recovery

He reviewed the communication mediums used internally and externally, public education for prevention and to stop the spreading of the virus (social distancing, hand washing, staying home if sick).

Chief Cantrell gave a very detailed overview of the actions taken by first responders, City staff, and preparation of City facilities and the cancellation of City activities.

Mayor Newton asked if parks are open. Assistant Manager Lothery stated yes, and the playground equipment is being cleaned daily with a bleach solution.

Chief Cantrell thanked the Council, City management, and Police Chief Miller for all the work and cooperation. He stated not all police and fire departments work well together and in Colleyville we do, and this has been an almost seamless operation and he is very appreciative.

Mayor Newton complimented all City staff saying it is important citizens know Colleyville is on top of preparing for and responding to the pandemic and the plan is solid and ensures the safety of our staff and citizens. Mayor Newton stated he is aware everyone is hearing the statistics, but the positives are that of the contracted cases worldwide, about half of the people are well and a low percentage suffer dire consequences. So there is recovery and we will get through this. Mayor Newton stated this is important to note because it is easy to respond emotionally if you hear only the negative. He stated the City is diligent to act with data, being logical and rationale and taking a measured approach to ensure what we do is effective and avoids unintended damages which sometimes occurs when reacting emotionally.

Assistant Manager Lothery stated several grocery markets are responding to allow senior shopping hours.

Councilmember Wheat asked if the City will compile a list of all services and include the information on the City's website. Assistant Manager Lothery stated yes and noted the City is concerned for the economic health of all Colleyville businesses would like to reintroduce a \$25 gift card for all residents. She then showed a potential card design.

There was general discussion regarding a time line for running the program, the dollar value, and the use of TIF economic development funds to provide a stimulus

for businesses. Staff was directed to prepare an ending resolution approving the program, but in that resolution summarized below the amount of the gift card was increased to \$35.

There was discussion from each Councilmember regarding the teleconferencing of this meeting and future meetings and the Councilmembers "Skyping" in or use of other technology going forward. For clarification, City Attorney Whitt Wyatt addressed a question regarding the quorum being physically present by stating the Governor has relaxed the TOMA (Texas Open Meetings Act) regulations to allow for the conduct of teleconferenced meeting for 30 days and may have to continue them for the foreseeable future, but currently a physical quorum is not required, but a voting quorum is always required.

There was general discussion regarding Colleyville businesses, City programs and services, and the preparedness and responsiveness of the City.

Mindy Russell, 1805 Camden Green, identified herself as a former ICU nurse at Johns Hopkins and wanted to ensure everyone understands this virus is very aggressive and very contagious and it is not only senior citizens who are affected by COVID-19. She has been following the Johns Hopkins nurses and they are reporting cases involving 40-50 year olds, and 20 year olds. Mrs. Russell said the younger population is key to containing this disease because they may not have symptoms but are carrying it – this is why the social distancing and working to flatten the curve is so very important. There is a concern for the younger generation because many are vapers and they and smokers are more susceptible.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-20-4482

- 4a** Approval of the minutes of the regular City Council meeting of March 3, 2020
- 4b** Approval of a construction agreement with JM Management, LLC, dba JM Construction Solutions, for the Colleyville Business Center Renovation, in an amount not to exceed \$122,965, and authorizing the City Manager to execute the agreement
- 4c** Approval of a Professional Services Agreement with Cobb, Fendley & Associates, Inc., in an amount not to exceed \$385,875.00, for the design of the Tinker Road Improvements Project, and authorizing the City Manager to execute the agreement
- 4d** Approval of a Construction Services Agreement with WHECO Electric, Inc. for the implementation of the Supervisory Control and Data Acquisition (SCADA) upgrade project, in an amount not to exceed \$190,500, and authorizing the City Manager to execute the agreement

Mayor Newton read Resolution R-20-4482 in its entirety.

Assistant City Manager Mark Wood presented item 4b and Public Works Director Ray Silva-Reyes presented items 4c and 4d and both answered questions of the City Council.

Responding to questions regarding the construction agreement for the Colleyville Business Center Renovation, item 4b, Assistant Manager Wood stated the construction agreement does not include furniture or telecommunications. He stated items outside of the construction agreement, to include furniture, fixtures, and signage, is estimated to total \$25,000.

Responding to Councilmember Dodson's question regarding the increase in cost from the original estimate for this project, Director Silva-Reyes stated the original design included in the CIP was for sewer and water only. However, based on the condition of the existing road and the concerns of drainage along Tinker Road, staff recommends to increase the design to incorporate a drainage study, water and wastewater line design, paving design, and drainage design. City Manager Jerry Ducay noted there have been many drainage complaints in this area. He also noted the ultimate design of the storm sewer and road profile is yet to be determined based upon the engineering need, so there will be further discussions on both.

Councilmember Kelley asked if sidewalks are being considered with this project, to which Director Silva-Reyes responded yes.

Councilmember Dodson asked staff if the \$50,000 contingency on item 4d was too significant. Director Silva-Reyes stated the original budgeted cost was \$350,000 and because the bids were much less, he wanted to allow a large enough contingency in case there was a challenge with the implementation.

Mayor Newton asked what part of the SCADA system was previously approved. Director Silva-Reyes responded the design of the SCADA was approved in September last year.

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

Councilmember Kelley made a motion to approve Resolution R-20-4482, and Councilmember Nakamura seconded the motion.

The motion to approve carried by the following vote:

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

5. ITEMS NOT FOR CITY COUNCIL ACTION**5a Monthly Financial Report - February 2020**

Finance Director Kyle Lester reviewed all funds, saying we are currently doing well and noting February marks the fifth month for Fiscal Year 2020, and it is typically the month that holds the highest surplus for the General Fund. Director Lester reported last year's surplus was approximately \$7.5 million, and this year we are at \$7.65 million because all of the property tax has been collected in a very short window and the cash flow trajectory indicates the surplus will come down gradually throughout the remainder of the year.

Director Lester reported the sales tax revenue is up 11.1-percent over last year, and our 2020 collections are higher than seen before. He stated he expects to see a substantial hit due to the coronavirus, but due to conservative budgeting and the buffer, Director Lester stated he believes we are going into this situation in the best possible financial position.

Mayor Newton asked Director Lester to explain the \$50,000 revenue deficient in the FY2020 budget. Director Lester stated the capacity was not needed for the debt service so we could afford to draw down the fund balance a bit.

Mayor Newton stated our sales tax is up, however, it is expected the coronavirus will have an impact. He asked Director Lester what the City could tolerate over the next two months negatively and what did he expect. Director Lester stated he expected the next two months to be about the same, but we will probably see this catch up to us in April, May, and June. As of now there could be a 6-percent hit for all the remaining months and we would still be able to cover our budget.

City Manager Ducay stated the City is beginning to plan next year's budget with the goal of an effective tax rate. As we get further into these coming months we will see what the sales tax effect is and be able to assess how the sales tax will impact us.

6. TABLED: ORDINANCE(S) READING AND PUBLIC HEARING**Ordinances O-20-2111, O-20-2112, O-20-2113 remained tabled.****6a Ordinance O-20-2111**

Consideration of a zoning change request from the AG Agricultural district to the CC-1 Village Retail district on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-001

6b Ordinance O-20-2112

Consideration of a request for a Special Use Permit for Cemeteries or Mausoleums on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-002

6c Ordinance O-20-2113

Consideration of a zoning change request from the PUD-C Planned Unit Development – Commercial district to the PUD-C Planned Unit Development – Commercial district for the Heritage Farms addition, being Lots 1-3, Block A, Heritage Farms, located at 913 Cheek-Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court, Case ZC19-009

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-20-4483

Approval for staff to request a waiver of the local match fund participation requirement on the Jackson Drive over Little Bear Creek Bridge Replacement project

Mayor Newton read Resolution R-20-4483 in its entirety.

Public Works Director Ray Silva-Reyes presented this item and explained the federal off-system bridge program is administered by the Texas Department of Transportation (TxDOT) to replace or rehabilitate structurally deficient and functionally obsolete bridges located on public roads and streets. The bridge located at Jackson Drive over Little Bear Creek is included in the currently approved program of projects to be rehabilitated. Director Silva-Reyes stated the usual fund participation ratio for this type project is 80 percent federal, 10 percent state, and 10 percent local government, however, the Texas Administrative Code allows that under specified conditions, the 10-percent local government match fund participation requirement may be waived with agreement to perform an equivalent dollar amount of structural improvement work on other deficient bridges or deficient main lane cross-drainage structures within its jurisdiction, and is referred to as an "equivalent-match project". He stated he is seeking City Council approval to allow the use of the \$122,230 for the cross-drainage structure improvements needed on the Pleasant Run Road project.

Mayor Newton reiterated we would be allowed to use the \$122,230, not on the Jackson Road bridge, but on another project, in this case the Pleasant Run Road project. Director Silva-Reyes concurred and stated his office has identified the need for culverts to be upsized along John McCain to Big Bear Creek and this is where he wants to use the funding.

Mayor Newton opened the public hearing at 9:22 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:22 p.m.

Councilmember Dodson made a motion to approve Resolution R-20-4483, and Councilmember Wheat seconded the motion.

The motion to approve carried by the following vote:

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

Resolutions R-20-4484 and R-20-4485 were passed over.

7b Resolution R-20-4484

Consideration of appointments to the Colleyville Center Advisory Committee

7c Resolution R-20-4485

Consideration of appointments to the Parks and Recreation Advisory Board

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

Resolution R-20-4478 remained tabled.

8a Resolution R-20-4478

Consideration of a request for a Preliminary/Final Plat for Lots 1-11, Block A, Lots 1-13, Block B, and Lots 1-3, Block X, of the Preston Manor Addition, being Tracts 6A1, 6A2, 6A2A, 6A2B1, Abstract 1487, in the O C Sturm Survey, and Tracts 1B, 1B1, 1B2A, Abstract 1176, in the J J Newton Survey, located at 401 Shelton Drive, Case PC20-001

9. CITIZEN COMMENTS

There was no one present wishing to speak.

10. REPORTS

Quarterly Performance Management Report

There was no action taken.

Mayor Newton called a recess at 9:24 p.m. and reconvened at 9:41 p.m.

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR MARCH 17, 2020 - READING AND PUBLIC HEARING - RESOLUTION R-20-4486

Mayor Newton read Resolution R-20-4486 in its entirety.

Mayor Newton explained this resolution provides for the City Council to approve the Colleyville Response Plan for 2020 Coronavirus.

Mayor Newton opened the public hearing at 9:44 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:44 p.m.

Councilmember Wheat asked if the Plan will have to be approved each time it evolves or will a new Plan go into effect each time it is revised.

Mayor Newton stated he believes the Plan was written generally enough so we could make some adjustments in the current guidelines without revoting.

Councilmember Wheat made a motion to approve Resolution R-20-4486, and Councilmember Kelley seconded the motion.

The motion to approve carried by the following vote:

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

Mayor Newton read Resolution R-20-4486-1 in its entirety.

Mayor Newton explained this resolution provides for the approval of the shopping card program discussed under announcements earlier this evening.

There was discussion regarding the dollar value. The City Council decided on a dollar value of \$35 and consider a second authorization in the future.

Mayor Newton opened the public hearing at 9:50 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:50 p.m.

Councilmember Nakamura made a motion to approve Resolution R-20-4486-1 increasing the value to \$35, and Councilmember Rigney seconded the motion.

The motion to approve carried by the following vote:

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

12. ADJOURNMENT

The Mayor and City Council wished City Manager Jerry Duca a happy birthday and sang him "Happy Birthday".

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 9:52 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 7TH DAY OF APRIL 2020.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville Special City Council Meeting Minutes - Draft

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

Thursday, March 26, 2020

3:00 p.m.

Mayor Richard Newton called the Colleyville City Council Special Meeting to order on Thursday, March 26, 2020, at 3:03 p.m.

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

PRESENT VIA SKYPE: Mayor Pro Tem Bobby Lindamood, and Councilmembers George Dodson and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, and City Secretary Christine Loven.

Mayor Newton welcomed those watching the meeting and stated City Hall is open for this meeting and the audience chairs have been marked to accommodate social distancing.

1. RESOLUTION(S): READING AND PUBLIC HEARING

1a Resolution R-20-4487

Approval of a resolution extending the authority of the Mayor to promulgate the Declaration of Disaster and Proclamation of Emergency Regulations and any changes as necessary or required by the declarations of the Governor of Texas

Mayor Newton read Resolution R-20-4487 in its entirety.

Mayor Newton explained this is a unique time in history and it is the first time a Colleyville Mayor has issued a declaration of disaster. He stated the staff and elected officials are doing everything necessary to function under any situation. Mayor Newton stated the first priority is to keep first responders safe, so they can continue to operate and treat patients, our citizens and all City staff. Mayor Newton continued by stating the City has communicated through all communication methods (CodeRed, City website, E-News, Communicator) and he had sent a letter to all citizens and recorded two videos which are posted to the City website outlining all the steps taken by the City.

Mayor Newton went on to summarize the history of COVID-19, the recommendations, Proclamations, and Executive Orders of the CDC, President, and Governor. He stated the Colleyville Declaration of Disaster and the First Amended Declaration are consistent, and for all practical purposes, the same as Tarrant

County with minor differences. Mayor Newton then explained the Disaster Restrictions category by category.

Mayor Newton further explained the First Declaration could be issued for up to seven days, however, by the seventh day, City Council has to take action. He stated this brings us to the Resolution before the Council today and is the standard process.

Mayor Newton stated we have fantastic citizens in Colleyville who are doing a good job of social distancing and it is heart-warming to see how others care about one another.

Councilmember Nakamura provided the following written statement for the record: *I am addressing this as I will be voting no to extend the authority of the Mayor to promote the Declaration of Disaster and Proclamation of Emergency Regulations and any changes as necessary or required by the declarations of the Governor of Texas.*

I do not take the threat of the Wuhan Chinese Covid-19 virus lightly but cannot support the actions taken by the state of Texas and our city to confine our citizens' to their homes on the possible threat of arrest or fine. We have a personal responsibility to each other to behave responsibly in dealing with this virus, but these governmental actions are extreme and unconstitutional. We have been driven to this place by fear, hysteria and panic. Neither President Trump nor Governor Abbott has called for a shelter in place order and criminalizing our ability to come and go from our homes freely, as well as our First Amendment right to peaceably assemble is a step too far. As Americans we should not allow our lives to be dictated by fear. Nor should we allow our most basic rights to be restricted or denied by politicians even in times of national emergency.

COVID is a serious disease and we all need to practice common sense and good hygiene. Survival from this virus is 99.9%. I believe that isolation and protection should be mandatory for the vulnerable patient population but there has to be a delicate balance between protecting the citizens and protecting the businesses and the livelihood of thousands of people.

Here is a question/quote from Daniel Horowitz, Senior Editor of the Conservative Review: What would be the value added for locking down all Americans rather than allowing most healthy Americans in most parts of the country to go back to work by next week with proper precautionary measures? Where is their evidence that, given the virus has already been in the country for months, further lockdown will save more lives and that the economic depression won't cost more lives? In order to answer those questions, we need more information on how we got here.

So before I vote to have it extended I feel that we have to have more evidence than we do so as not to ruin our economy to the point where there is no turning back.

So once again let me reiterate that I care very much for each and every citizen of Colleyville and want no harm in any way but want to represent the 99.9%

Councilmember Wheat asked Mayor Newton to explain what occurs during the weekly evaluation. Mayor Newton stated he and senior leadership are running an emergency center. There are many conference calls with mayors, health officials, and Governor Abbott, and that trying to reassure everyone is a 24/7 effort, but he is confident we will all get through this. Mayor Newton also stated the responses he is making to COVID-19 are data driven and the decisions are not easy because the information is changing sometimes hourly. The first priority is safety and the second is the economy. Mayor Newton said we will do as much as we can to assist our businesses to first survive and then thrive. This is why City Council passed the economic development shopping card program.

Councilmember Wheat reminded everyone the \$35 shopping card program will help everyone now and it does not raise taxes. Mayor Newton agreed and stated the funding is from funds the City already has in the TIF for economic development.

There was discussion regarding how reimbursement is received for the shopping card, the operations of the City although the buildings are closed, employees are working in the building, the Parks and Recreation Department staff is checking on senior citizens, and park playground equipment is being washed daily with a bleach and water solution.

Mayor Pro Tem Lindamood stated he appreciates and sees both sides of the struggle we are in and has compassion for both our safety and our economic well-being.

Councilmember Dodson noted there is an obvious lack of testing materials for COVID-19 and asked Mayor Newton if there was any word on an increase of availability. Mayor Newton stated he does not have good data but noted less than 10-percent of test are currently positive.

Councilmember Kelley asked Mayor Newton why Colleyville has a separate order from Tarrant County. Mayor Newton responded each government entity must have an emergency response plan and Colleyville as a home rule city has always maintained its own emergency response plan. Colleyville does not rely on the County's plan. Therefore, we issue our own disaster declarations for the City of Colleyville. Colleyville residents are obligated to observe the requirements of Colleyville's disaster declaration. However, we do coordinate our efforts with

Tarrant County and other mayors, but Colleyville's disaster declaration is separate and distinct from Tarrant County's.

Councilmember Rigney asked Mayor Newton to explain number 5 in the first amended proclamation regarding the authority to commandeer. Mayor Newton stated it is authority given to all cities to control the emergency when a disaster is declared.

Mayor Newton opened the public hearing at 3:59 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 3:59 p.m.

Councilmember Kelley made a motion to approve Resolution R-20-4487, and Councilmember Rigney seconded the motion.

The motion to approve carried by the following vote:

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

Nays: 1 – Councilmember Nakamura

Mayor Pro Tem Lindamood thanked the Mayor, City Manager and Assistant City Managers for their hard work and leadership.

2. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 4:00 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 7TH DAY OF APRIL 2020.

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 2c

Agenda Date 4/7/2020

Number

Type Resolution

Department City Manager

Title

Approval to administer a second economic development incentive program grant in the form of a \$35.00 gift card for use at participating Colleyville businesses

Strategic Plan

5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

This agenda item provides for discussion of a second \$35 gift card, as an additional component of the City's economic development program to support local businesses during the COVID-19 pandemic.

Financial Impact

Funds for the program are available in the economic development category of the Tax Increment Financing (TIF) Fund.

Recommendation

Approve

Attachments

1. Second Gift Card Presentation

2c – Gift Card Program



Economic Development Program:

Consideration of a 2nd round of \$35 gift cards to support local businesses during COVID-19 pandemic

Business Support Program



Gift Card 1: Mailed March 21st



Gift Card 2: TBD



Gift Card Utilization To-Date



Businesses	# of Cards Redeemed
Loveria	40
Napa Thai	36
Honey Teriyaki	56
Papa Johns	5
Bellisimo	84
Gloria's	189
Red Barn	110
Total:	520

Businesses	# of Cards Businesses Have
Westlake Ace Hardware	102
Market Street	278
Total:	380

Utilization Estimates:

- Approximately 9% based on current information
- Anticipate maximum of 15% total utilization for 1st gift card mailing
- Goal of 30-40% utilization would require a second mailing

Note: Program is funded through the Economic Development category of the Tax Increment Financing (TIF) Fund



City of Colleyville City Council Agenda Briefing

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

Agenda Number 2d

Agenda Date 4/7/2020

Number

Type Resolution

Department City Manager

Title

Approval of the purchase of up to 94 Princeton Elm trees for the SH26 median project from Bold Spring Nursery and Shademaker, L.P. in amounts not to exceed \$83,600 and \$174,390 respectively, and authorizing the City Manager to execute the agreements

Strategic Plan

5.1 Create and sustain an identifiable Colleyville brand

Explanation

Reading and Public Hearing

MESA, the City's design consultant for the SH26 median and right-of-way beautification project, will present the attached presentation on the procurement of certain trees for the project. The contracts recommended for approval at this time are for up to 94 Princeton Elm trees and represent the largest (8+ caliper inches) trees to be installed in the project. Additional contracts for the remainder of the median trees will be brought forward at a future date. The strategy for the project has been to procure the median trees well in advance of the planned installation date, to ensure the quality and quantity of trees specified in the corridor design are available and reserved. The vendors will be responsible for the care and maintenance of the trees through the time of installation in Spring 2021. When the complete median and right-of-way landscape and hardscape project is bid later this spring, the requirements will specify that the successful contractor must use the trees already procured by the City.

Financial Impact

Funding for these agreements is available in the Tax Increment Financing (TIF) fund and is part of the SH26 median and right-of-way beautification project budget.

Recommendation

Approve

Attachments

1. Corridor Tree Procurement Presentation- April 7 2020 City Council
2. Colleyville Tree Procurement Summary Memo from MESA
3. Bold Spring Nursery - Princeton Elm Agreement
4. Shademaker LP - Princeton Elm Agreement

COLLEYVILLE BOULEVARD

TX State Highway 26

Corridor Design
Tree Procurement



April 07, 2020
Project: 18023

MESA



CORRIDOR KEY MAP



MEDIANS ONLY

- UPGRADE FROM 4" TO 6"
- UPGRADE FROM 6" TO 8"





COLLEYVILLE BOULEVARD

Tree Sizes and Locations

April 07, 2020
Project: 18023



Tree Design Criteria	DECIDUOUS TREES									EVERGREEN TREES
	Princeton' American Elm	Cedar Elm	Chinquapin Oak	Chinese Pistache	Bur Oak	Bald Cypress	Green Ash	Lacebark Elm	Live Oak	Eastern Red Cedar
Size at planting needs to be large enough to minimize impact on traffic and meet the design aesthetic.	1	1	1	1	1	1	0	1	1	-1
Tolerant of many adverse conditions (heat, soil, drainage) with long lifespan	1	1	1	1	1	1	0	-1	1	1
Upright form to minimize impact on vehicular traffic and maintenance	1	1	0	0	1	1	0	0	0	-1
Transplants well	1	1	1	1	0	1	0	1	1	1
Deciduous to provide seasonal interest and minimize birds roosting in canopy	1	1	1	1	1	1	1	1	-1	-1
Does not have large fruit such as an acorn which can create a falling hazard and be disruptive to traffic	1	1	-1	-1	-1	-1	1	-1	-1	1
Composite Score	6	6	4	3	3	4	2	1	1	0

Given the constraints and conditions along the corridor, trees should meet the above design criteria:

Based on experience on streetscape projects, dialogue with local arborists and other industry professionals, the trees most appropriate for the corridor and meeting the design criteria are the Cedar Elm and 'Princeton' American Elm.



Princeton American Elm Tree Characteristics:

- Deciduous, fast growing, long life span
- Tolerant of adverse conditions, range of soils, poor drainage and range of climates
- Resistant to Dutch Elm disease
- Easily transplanted
- Vase shaped form, yellow fall color, loses leaves in November, leafs out in March



Cedar Elm Tree Characteristics:

- Large adaptable, fast growing, long lived and native to the region
- Tolerant of adverse conditions, range of soils, poor drainage and range of climates
- Not known to suffer from Dutch Elm disease
- Easily transplanted
- Upright form, yellow fall color, small leaves, loses leaves in November, leafs out in March

Tree Availability:

- Availability of nursery stock is highly variable and varies from week to week
- Finding high quality, large caliper (6 inch and over) quality trees in the quantities required is challenging
- Securing trees early on locks in the quality and availability at time of planting
- MESA reached out to nurseries from Georgia to new Mexico, including:

Bold Spring Nursery	Tree Source
Deep Fork Tree Farm	Southwest
Select Trees	Priority Trees and Shrubs
Fannin Tree Farm	Golden Roots Trees
Tom Tree Place	Green Stock Nursery
Wolf Nursery Direct	Twin Lakes Nursery

- The Princeton Elms found by MESA are larger caliper trees (8 inch to 13 inch caliper), which will be planted in the wider medians that can accommodate their correspondingly larger root balls
- The Cedar Elms may be sourced from a single grower and are available in the 6 inch caliper size, which will be planted in the narrow medians



Tree Pricing:

- Cost opinion presented to Council in December 2019 and March 2020 included \$599,250 in hard costs for shade trees (excluding any contingencies/soft costs, etc.).
- Projections were for \$3,000 for a 8" tree and \$2,250 for a 6" tree. Unit cost breakdown included the cost of the tree, delivery and installation.
- 2 contracts for consideration will provide all of the 8" and larger trees (Princeton Elms) for the corridor.
- Proposals include Bold Spring Nursery just selling the trees and Shademaker Trees selling and delivering the trees.
- To help analyze the cost opinion to these 2 proposals we have the following summary with projections for the future delivery and installation of the Princeton Elms.
- The Cedar Elm projections are currently being quoted significantly lower than originally projected and will provided in a separate proposal.

Tree Warranties:

- Trees will be warrantied by grower through delivery to site.
- Trees will be inspected upon delivery. If no exceptions taken, the contractor will provide a one year warranty from date of substantial completion/acceptance

MESA COST OPINION (PRESENTED DEC. 2019 & MARCH 2020)

	Cost of Tree	Delivery	Installation	Total Tree cost	Total Cost
79 8"+ Princeton Elms	\$ 1,500	\$ 750	\$ 750	\$ 3,000	\$ 237,000
161 6" Cedar Elms	\$ 1,100	\$ 400	\$ 750	\$ 2,250	\$ 362,250
240 total shade trees	Total Cost Opinion				\$ 599,250

2 PROPOSED MARCH 2020 CONTRACTS					
	Cost of Tree	Delivery	Installation		Total Cost
50 8"+ Princeton Elms (Shademaker Trees)	\$3,487.80		NIC		\$ 174,390
44 8"+ Princeton Elms (Bold Springs)	\$ 1,900	NIC	NIC		\$ 83,600
146 6"	NIC	NIC	NIC		\$ -
240 total shade trees	Total Cost 2 March 2020 Contracts				\$ 257,990

FUTURE TREE CONTRACTS (COST OPINIONS)					
	Cost of Tree	Delivery	Installation		Total Cost
50 8"+ Princeton Elms (Shademaker Trees)	already contracted		\$ 750		\$ 37,500
44 8"+ Princeton Elms (Bold Springs)	already contracted	\$ 750	\$ 750		\$ 66,000
146 6"	\$850		\$ 750		\$ 233,600.0
240 total shade trees	Total Future Tree Contracts				\$ 337,100
	Sub Total 2 March 2020 Contracts				\$ 257,990
	Grand Total Cost Opinion				\$ 595,090
	Cost Opinion Carried in Budget				\$ 599,250

SH26 Median & ROW Enhancements
Cost Estimates

Description	Current Concept (December 2019)	Current Concept (March 2020 30%)	Current Concept (April 2020 60%)	Description
Corridor Hardscape	\$ 3,578,186	\$ 2,082,049	\$ 2,010,871	Parkway areas near gateways deferred to gateway packages
Corridor Landscape	\$ 2,989,433	\$ 2,949,610	\$ 3,020,788	Parkway areas near gateways deferred to gateway packages
Northern (Pastoral) Gateway				
NW corner of SH26 & John McCain	\$ 981,790	\$ 981,790	\$ 981,790	
SW corner of SH26 & John McCain	\$ 1,706,218	\$ 1,706,218	\$ 1,706,218	
Hardscape and Landscape Adjacencies		\$ 69,494	\$ 69,494	Corridor Items deferred to gateway packages/construction
Main Street Gateway				
Towers North and South of Main St.	\$ 830,383	\$ 830,383	\$ 830,383	
Hardscape and Landscape		\$ 852,787	\$ 852,787	Corridor Items deferred to gateway packages/construction
Southern (Creekside) Gateway				
90' Tower	\$ 705,560	\$ 705,560	\$ 705,560	
Hardscape and Landscape		\$ 613,679	\$ 613,679	Corridor Items deferred to gateway packages/construction
TOTAL	\$ 10,791,570	\$ 10,791,570	\$ 10,791,570	
Contingency Included in Total	\$ 431,663	\$ 836,070	\$ 829,406	

Note: Add 12% per year (1% per month) escalation for construction after Q1 2020

Budget: TIF 5-Year Plan includes \$13M over two years

Other Required Elements

Description	Current Concept (December 2019)	Current Concept (March 2020)
Street Lighting Contract	\$ 1,673,043	\$ 1,673,043
TOTAL	\$ 1,673,043	\$ 1,673,043

Tree Procurement Summary:

In summary, unit prices for the 8"+ trees are higher than what was included in the cost opinion but we are also receiving larger trees, including some trees up to 13" in caliper. We are receiving quotes for lower tree prices for the remaining 6" Cedar Elms. The higher pricing on these 2 contracts should be offset with the contracts on the Cedar Elms. At this time, we feel we see the overall shade tree contracts being in line with our cost opinion and budget at time of installation.

Tree Procurement Recommendation:

The 94 Princeton Elms reflected in the 2 contracts are the best quality and the only trees available based on our research. The pricing fits into our cost opinion presented and we feel the benefit of getting trees larger than the 8" will only strengthen the instant visual impact of the median landscaping.



Corridor Tree Procurement Summary

March 31, 2020

Adrienne Lothery
City of Colleyville, Texas

Project: Colleyville Boulevard

Dear Ms. Lothery,

As we discussed in our March update to the City Council we are beginning to source the plant material for the corridor to ensure that we have the size and quality desired for the project. The City Council approved 6" caliper and 8" caliper shade trees in the median. Our design proposes Princeton Elms and Cedar Elms as the shade trees throughout the corridor. These initial contracts are to procure 94 Princeton Elm trees at a minimum of 8" caliper. We are currently working on sourcing the 6" Cedar Elms and will follow up with an additional purchase contract for these trees. Once trees are found, they should be secured as quickly as possible to avoid losing the trees to another sale.

Tree nursery stock availability can vary significantly throughout the year, and it can be challenging to find the quantity of quality trees needed for the Project. The larger trees that we desire (minimum 6" and 8" trees) only makes the availability harder. Factors include overall health, height, width, fullness, branching structure and consistency from tree to tree. The sooner trees can be identified and secured, the greater the probability of getting the best trees.

MESA contacted multiple sources to locate trees meeting the specifications of the project. MESA began searching for the appropriate trees in the middle of 2019 and has reached out to several growers, nurseries and tree brokers across the south stretching from Arizona to Florida. In total MESA has reached out to 12 different sources (sources include: Bold Spring Nursery, Deep Fork Tree Farm, Shademaker Trees, Select Trees, Fannin Tree Farm, Tree Source, Southwest, Priority Trees and Shrubs, Golden Roots Trees, Toms Tree Place, Wolf Nursery Direct, Green Stock Nursery and Twin Lakes Nursery). No individual source has the entire amount of Princeton Elms we need and 8 of these sources didn't have any at all. Out of the 12 sources, only two sources were able to provide approximately half of the Princeton Elms that meet the design criteria of the project, while several sources were able to provide the number of Cedar Elms meeting the design criteria. Based on availability, it was determined that the Princeton Elm Tree would be used in the wider medians and the Cedar Elm Tree in the narrowed medians.

Below is a summary of this process and findings:

Median Shade Tree design criteria:

Given the constraints and conditions along the corridor, trees must meet the following criteria:

- Size at planting needs to be large enough to minimize impact on traffic and meet the design aesthetic.
- Tolerant of many adverse conditions (heat, soil, drainage)
- Upright form to minimize impact on vehicular traffic and minimize maintenance
- Transplants well
- Deciduous to provide seasonal interest and minimize birds roosting in canopy
- Does not have large fruit such as an acorn which can create a falling hazard and be disruptive to traffic

Based on experience on streetscape projects, dialogue with local arborists and other industry professionals, the trees most appropriate for the corridor and meeting the design criteria are the Cedar Elm and Princeton 'American Elm'.

Princeton Elm Characteristics:

The Princeton American Elm is a large, deciduous and fast growing shade tree that is tolerant of a wide range of site conditions including soils types, drainage conditions and climates. It has yellow fall color and a vase-shaped form that is ideal for streetscape applications. It has a proven record of Dutch elm resistance and longevity on the street. Trees can be easily transplanted. Leaves tend to drop in late October/early November and tend to flush out in Late March/Early April.

Examples of Princeton Elms

8" Caliper tree



8" Caliper Tree



Recently installed streetscape

**Proposed Contracts for Princeton Elms for Colleyville Boulevard:**Proposal 1: Bold Springs

This includes the purchase of 44 Princeton Elms varying in size from 8" to 11". Bold Springs will hold and maintain the trees until the landscape contractor takes ownership at time of delivery/install. The terms include an initial deposit of \$10,000 due April 10th with an additional \$5,000 due every month (total of 8 monthly payments) (\$41,800), with the remaining balance due February 28, 2021.

Proposal 2: Shademaker (via Deep Fork Nursery)

This includes the purchase of 50 Princeton Elms varying in size from 8" to 13". Shademaker will hold, maintain, and deliver the trees to the jobsite where the landscape contractor will receive and install. Initial deposit of \$50,000 to purchase the trees due immediately, \$16,500 for root pruning/transplanting services (projected schedule before April 20, 2020), \$20,090 for interim maintenance of trees, invoiced over the course of the calendar year, \$31,200 for harvesting and packaging of trees, and remaining \$56,600 due after loading and shipping to the site.

Both nurseries take liability until the landscape contractor takes ownership. If any of these trees die or are not acceptable to us we will reduce the final payment to cover any trees we end up not delivering/installing. We will go tag these trees immediately so they are earmarked for Colleyville.

These 2 sources are the only sources that we can find in the south and southwest regions with trees of good quality and meet our minimum 8" caliper size. There are not enough 8" trees so we both nurseries are including trees larger than 8". These 2 contracts will include 94 Princeton Elm trees ranging in size from 8" to 13".

Princeton Elm Pricing:

Our cost opinion presented to Council in December 2019 and March 2020 included \$599,250 in hard costs for shade trees (excluding any contingencies/soft costs, etc.). Our projections were for \$3,000 for a 8" tree and \$2,250 for a 6" tree. We broke down the unit cost to include the cost of the tree, delivery and installation, see below.

The 2 proposed contracts include 1 nursery just selling the tree and another nursery selling and delivering the tree. To help analyze the cost opinion to these 2 contracts we have the following summary with projections for the future delivery and installation of the Princeton Elms. You will also see the Cedar Elm projections which are currently being quoted significantly lower than originally projected.

MESA COST OPINION (PRESENTED DEC. 2019 & MARCH 2020)

	Cost of Tree	Delivery	Installation	Total Tree cost	Total Cost
79 8"+ Princeton Elms	\$ 1,500	\$ 750	\$ 750	\$ 3,000	\$ 237,000
161 6" Cedar Elms	\$ 1,100	\$ 400	\$ 750	\$ 2,250	\$ 362,250
240 total shade trees	Total Cost Opinion				\$ 599,250

2 PROPOSED MARCH 2020 CONTRACTS					
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44 8"+ Princeton Elms (Bold Springs	\$ 1,900	NIC	NIC		\$ 83,600
146 6"	NIC	NIC	NIC		\$ -
240 total shade trees	Total Cost 2 March 2020 Contracts				\$ 257,990

FUTURE TREE CONTRACTS (COST OPINIONS)					
	Cost of Tree	Delivery	Installation		Total Cost
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44 8"+ Princeton Elms (Bold Springs	already contracted	\$ 750	\$ 750		\$ 66,000
146 6"	\$850		\$ 750		\$ 233,600.0
240 total shade trees	Total Future Tree Contracts				\$ 337,100
	Sub Total 2 March 2020 Contracts				\$ 257,990
	Grand Total Cost Opinion				\$ 595,090
	Cost Opinion Carried in Budget				\$ 599,250

In summary, our unit prices for the 8"+ trees are higher than what we included in our cost opinion but we are also receiving larger trees, including some trees up to 13" in caliper. We are receiving quotes for lower tree prices for the remaining 6" Cedar Elms. The higher pricing on these 2 contracts should be offset with the contracts on the Cedar Elms. At this time, we feel we see the overall shade tree contracts being in line with our cost opinion and budget at time of installation.

Summary Recommendation

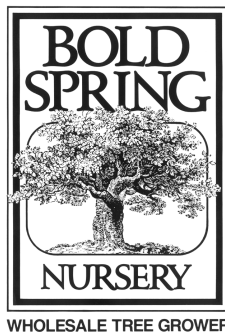
We feel these 94 Princeton Elms are the best quality and the only trees available in the region. The pricing fits into our cost opinion we presented and we feel the benefit of getting trees larger than the 8" will only strengthen the instant visual impact of the median landscaping.

Let me know if you have questions on this. We are happy to address any questions or comments. We are working on the 3rd proposal for the remaining cedar elms.

Sincerely,
MESA Design Associates, Inc.



Aaron Duncan
Principal



Bold Spring Nursery

1366 Columbus Hwy
Hawkinsville, GA 31036

Phone: 478-783-4975
Fax: 478-783-4997

ORDER NO.	332794
CUSTOMER NO.	COLLEYVILL

ORDER

Princeton Elms

BILL TO:

CITY OF COLLEYVILLE, TX
100 Main St.
Colleyville, TX 76034

Phone: 817-503-1112
Contact: Adrienne Lothery

SHIP TO:

CITY OF COLLEYVILLE
Colleyville, TX

Phone: 817-503-1112

SHIP DATE		SHIP VIA		F.O.B.	TERMS	
04/01/21				HAWKINSVILLE	Cash In Advance	
P.O. NUMBER		ORDER DATE	SALES PERSON			REFERENCE NO.
		03/17/20	Russell			Princeton Elms
QUANTITY		ITEM CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
ORDERED	SHIPPED					
44	0	ULP800STD	Ulmus amer. 'Princeton' 8"-11"	1900.00	83600.00	
44	0					
					NET AMOUNT	83600.00

Price includes harvesting and maintaining above ground for 1 year.

\$10000 is required by April 10, 2020. This covers Harvesting and setting up a location for the trees to be hardened off. This allows us to then start their maintenance program while the trees are above ground.

Starting May 10, 2020 we will require \$5000/month due on the 10th of each month for maintaining the trees, until we reach a total paid of \$50000. Maintaining the trees includes but isn't limited to the following: Watering, Fertilizing, Pruning, Pest Management, Storm management.

The remaining balance will be due on February 28, 2021.

If for any reason Bold Spring Nursery decides to no longer conduct business, the trees must be shipped within 30 days of notice. You will still receive your trees. No other charges will be made at that point.

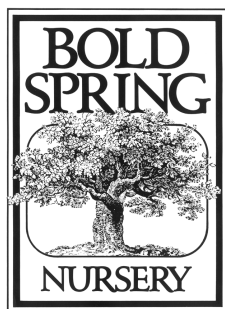
Trees must ship prior to April 15, 2021 to avoid further maintenance costs that will be billed as follows:

If trees ship between April 15-30, 2021 5% will be added.

May 1-31, 2021 an additional 10% will be added.

June 1-30, 2021 an additional 10% will be added.

BALANCE DUE 83600.00



Bold Spring Nursery

1366 Columbus Hwy
Hawkinsville, GA 31036

Phone: 478-783-4975

Fax: 478-783-4997

ORDER NO.	332794
CUSTOMER NO.	COLLEYVILL

ORDER

Princeton Elms

BILL TO:

CITY OF COLLEYVILLE, TX
100 Main St.
Colleyville, TX 76034

Phone: 817-503-1112

Contact: Adrienne Lothery

SHIP TO:

CITY OF COLLEYVILLE
Colleyville, TX

Phone: 817-503-1112

SHIP DATE		SHIP VIA		F.O.B.		TERMS	
04/01/21				HAWKINSVILLE		Cash In Advance	
P.O. NUMBER			ORDER DATE	SALES PERSON			REFERENCE NO.
			03/17/20	Russell			Princeton Elms
QUANTITY			ITEM CODE	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
ORDERED	SHIPPED						

July 1-31, 2021 an additional 10% will be added.

August 1 - September 30, 2021 an additional 10% will be added.

Tree Prices for Late Season Shipping 10% per month	
after April 15 add 5%	after July 1 add another 10%
after May 1 add another 10%	after August 1 add another 10%
after June 1 add another 10%	after September 1 add another 10%

The signee, authorized buyer for the company named above, agrees to purchase according to the terms and conditions set forth at www.boldspring.com/fine-print, and receive delivery of this order once trees are harvested and deemed ready to ship by Bold Spring Nursery.

Orders require a 35% non-refundable deposit due upon receipt.

Delayed shipments will be subject to Price Increases.

Shipments cancelled within 48 hours of the Truck's scheduled loading date will be subject to a substantial cancellation fee.

SHADEMAKER, L.P.
Postal Address – 5505 Muirfield Court
Flower Mound, Texas 75022-6489 USA
817.430.8715 (D/FW Metro)
866.469.8943 (toll-free USA)
817.491.3474 (Fax)
sales@shademakertrees.com (e-mail)

**3.19.2020 SPECIAL ORDER TREE SUPPLY AND
PROFESSIONAL SERVICES QUOTATION PRESENTED TO:**
City of Colleyville, Texas
100 Main Street
Colleyville, TX 76034
Attn.: Ms. Adrienne Lothery, Assistant City Manager
817.503.1000 (o)
817.503.1112
alothery@colleyville.com

Project Reference:
SH 26 Corridor Median
Colleyville, TX

1st POC:
c:

PURCHASE ORDER #

TERMS: NET INVOICE DATE. Non-refundable Pre-Delivery Deposit Requirements. Remaining balance due submitted by invoice upon arrival of trees at project site, payable Net 30. Not subject to third party collection.

Landscape Architect: Mesa Design Group, Dallas, TX

Special Order - Tree Supply and Professional Services. Detail to follow



Special Order Shade Trees and related Professional Services: Supply of specialized machinery, labor and materials to custom harvest, temporarily maintain, load and deliver Mesa Design Group-approved shade trees (Princeton elm as listed below) to the listed project site from the following source points:

- Deep Fork Tree Farm, 100 South Westminster Road, Arcadia, Oklahoma
- Shademaker, LP. Distribution Farm, 695 Jenkins Road, Collinsville, Texas

Our professional services also include procurement of the approved trees, root-pruning services, custom harvesting/packaging services, loading and shipping services via prepaid private or contract carriers directly to the listed project site. Additionally, our services include providing irrigation as required together with interim tree care maintenance commencing at root pruning and continuing up to April 15, 2021. *See attached addendum.*

Should continuing irrigation or tree care be required for any of the 50 trees in this order **past April 15, 2021**, a \$166 per tree fee will be added MONTHLY (1 month minimum charge); pro-rata to apply thereafter for up to three subsequent months.

Mesa Lock Tag Number		Caliper	Ball Code	Cost
31511		8.00	TS90	\$2,860.00
31512		9.50	TS90	\$2,860.00
31513		9.75	TS90	\$2,860.00
31514		9.25	TS90	\$2,860.00
31515		9.50	TS90	\$2,860.00
31516		12.00	TS105	\$3,610.00
31517		11.00	TS105	\$3,610.00
31518		11.00	TS105	\$3,610.00
31519		13.00	HD108	\$5,510.00
31520		13.00	HD108	\$5,510.00
31521		12.00	TS105	\$3,810.00
31522		12.50	HD108	\$5,510.00
31523		11.00	TS105	\$3,810.00
31524		10.00	TS90	\$3,060.00
31525		9.50	TS90	\$3,060.00
31526		9.00	TS90	\$2,860.00
31527		8.50	TS90	\$2,860.00
31528		8.50	TS90	\$2,860.00
31529		8.50	TS90	\$2,860.00
31530		8.00	TS90	\$2,860.00
31531		10.00	TS90	\$2,860.00
31532		9.00	TS90	\$2,860.00
31533		9.00	TS90	\$2,860.00
31534		9.50	TS90	\$2,860.00
31535		9.50	TS90	\$2,860.00
31536		9.50	TS90	\$2,860.00
31537		9.50	TS90	\$2,860.00
31538		13.00	HD108	\$5,210.00
31539		9.50	TS90	\$2,860.00
31540		8.75	TS90	\$2,860.00
31541		9.50	TS90	\$2,860.00
31542		9.00	TS90	\$2,860.00
31543		10.00	TS90	\$2,860.00
31544		9.00	TS90	\$2,860.00

		31545	10.00	TS90	\$2,860.00			
		31546	9.00	TS90	\$2,860.00			
		31547	9.00	TS90	\$2,860.00			
		31548	9.50	TS90	\$2,860.00			
		31549	11.50	TS105	\$3,610.00			
		31550	11.50	TS105	\$3,610.00			
		31551	12.00	TS105	\$3,610.00			
		31552	11.00	TS105	\$3,610.00			
		31553	12.00	TS105	\$3,610.00			
		31554	12.50	HD108	\$4,460.00			
		31555	12.50	HD108	\$5,210.00			
		31556	12.50	HD108	\$5,210.00			
		31557	12.50	HD108	\$5,210.00			
		31558	12.50	HD108	\$5,210.00			
		31559	12.50	HD108	\$5,210.00			
		TBD	11.00	TS105	\$2,300.00			
		SUBTOTAL					\$174,390.00	
		TEXAS SALES TAX RESALE / EXEMPTION CERTIFICATE REQUIRED					8.25% EXEMPT	
Upon receipt of specified Deposit and signed special order, purchase from Shademaker, LP. is authorized					Deposit Amount See Schedule*			
Remaining Balance will be invoiced on Net 30 days terms upon delivery of trees to job site					Balance See Schedule*			

NOTE: We require your signed authorization to proceed. Please sign where indicated and FAX or MAIL a copy of this Sales Order to our Flower Mound, Texas office. A production supervisor will contact you by phone to confirm scheduling. This agreement is subject to the terms and conditions of our SPECIAL ORDER Addendum. A copy IS ATTACHED.

Date

Approved By

City of Colleyville, Texas

Please Print Name and Title

Collection Site DIG TESS CONFIRMATION	Planting Site DIG TESS CONFIRMATION
---------------------------------------	-------------------------------------

- *Deposit/Payment Schedule:**
- AMOUNT DUE IMMEDIATELY ALONG WITH signed Purchase Order - 50 Trees @ \$1,000/ea. = \$50,000 Prepayment Required.
 - AMOUNT DUE AFTER Root Pruning/On-site Transplanting Services are performed in Arcadia, OK (projected schedule before April 30, 2020) = \$16,500 Invoiced on Net Due on Receipt Terms
 - AMOUNT DUE AFTER Interim Maintenance Services are performed in Arcadia, OK, consisting of four total treatment trips over the next calendar year (there will be separate inspection trips performed, but those costs are already included in the stated Interim Maintenance fee schedule) = \$5,022.50 per treatment trip (4 total) Invoiced on Net Due on Receipt Terms
 - AMOUNT DUE AFTER Harvesting/Packaging Services are performed (anticipated before end of March, 2021) = \$31,200 Invoiced on Net Due on Receipt Terms
 - AMOUNT DUE AFTER LOADING AND SHIPPING TO PROJECT SITE = \$56,600 Invoiced on Net Due on Receipt Terms



City of Colleyville City Council Agenda Briefing

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

Agenda Number 2e
Type Resolution
Department Engineering

Agenda Date 4/7/2020

Number

Title

Approval of a construction contract with Ed Bell Construction Company, for the Glade Road Phase 2 (SH26 to Pool Road) Project, in an amount not to exceed \$14,273,642.05, and authorizing the City Manager to execute the agreement

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

On September 17, 2019, the City Council approved Resolution R-19-4420, approving the Fiscal Year 2020-2024 Capital Improvement Program (CIP) including the Glade Road Phase 2 (SH 26 to Pool Road) Project.

The project includes reconstruction of approximately 1.5 miles of Glade Road between the limits of SH 26 and Pool Road. Work to be completed for this project includes, but is not limited to demolition of existing roadway, grading, concrete and asphalt paving, roundabout at Riverwalk Drive, side street improvements, driveways, sidewalks, storm drainage, retaining walls, pavement markings and signage, sewer line improvements, and water line improvements. This agreement does not include the lowering of Bluebonnet or any construction related to the Bluebonnet intersection.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on January 19, January 26, February 2, February 9, and February 16, 2020. 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 122 plan holders, of which were 7 engineers, 45 general contractors, 1 manufacturer, 4 other, 1 owner, 5 plan rooms, 33 sub-contractors, and 26 suppliers.

The City received two sealed bids, which were opened and publicly read aloud on March 3, 2020. Staff believes the amount of bidders is correlated to the construction market being very active, allowing the contractors to be selective about taking new projects, along with the size of the project and the cost of the bonds. Additionally, for reference, when Glade Road Phase 1A (from Bransford Road to SH26) was advertised

and awarded on June 6th, 2017, the City only received one sealed bid.

Financial Impact

Funding for the project is available in the Tax Increment Financing (TIF) Fund and Water Impact Fees.

Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Glade Road Phase 2 (SH26 to Pool Road) Presentation
2. Bid Tabulation
3. Consultant Recommendation Letter
4. Glade Road PH 2 (SH 26 to Pool Road) Agreement
5. Form 1295
6. Resolution R-19-4420

2e. Glade Road Phase 2 (SH26 to Pool Road)



- Approval of a construction services agreement with Ed Bell Construction Company, for the Glade Road Phase 2 (SH 26 to Pool Road) Project, in an amount not to exceed \$14,273,642.05, and authorizing the City Manager to execute the contract



2e. Bid Summary



Summary of bids received

Contractor	Bid Amount
Ed Bell Construction Company	\$ 14,273,642.05
Jagoe Public Company	\$ 14,744,721.01

City of Colleyville
Engineering
Bid Tabulations
Glade Road Phase 2
Bid Date: March 3, 2020

Bidder				Ed Bell Construction Company		Jagoe Public Company	
Location				PO Box 540787		3020 Fort Worth	
				Dallas, TX 75354		Denton, TX 76202	
				214-358-6581		940-382-2581	
Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk				BB??		BB??	
Addenda Acknowledged				YES		YES	
PAY				UNIT		UNIT	
ITEM	QTY	UNIT	ITEM DESCRIPTION	PRICE	AMOUNT	PRICE	AMOUNT
			REMOVALS				
101	97	STA	RIGHT-OF-WAY PREPARATION	\$ 5,825.00	\$ 565,025.00	\$ 2,750.00	\$ 266,750.00
102	4592	SY	REMOVING CONCRETE PAVEMENT (ROADWAY)	\$ 15.00	\$ 68,880.00	\$ 6.17	\$ 28,332.64
103	2973	SY	REMOVING CONCRETE PAVEMENT (DRIVEWAY)	\$ 15.00	\$ 44,595.00	\$ 6.97	\$ 20,721.81
104	4932	SY	REMOVING CONCRETE (SIDEWALK OR RAMP)	\$ 13.00	\$ 64,116.00	\$ 6.97	\$ 34,376.04
105	320	SY	REMOVE CONCRETE (PAVERS)	\$ 13.00	\$ 4,160.00	\$ 10.73	\$ 3,433.60
106	415	SY	REMOVING STAB BASE AND ASPH PAV (0"-4") (ASPHALT DRIVEWAYS)	\$ 15.00	\$ 6,225.00	\$ 30.71	\$ 12,744.65
107	22602	SY	REMOVING STAB BASE AND ASPH PAV (3"-9") (ASPHALT ROADWAY)	\$ 10.00	\$ 226,020.00	\$ 8.58	\$ 193,925.16
108	17	LF	REMOVING METAL BEAM GUARD FENCE	\$ 50.00	\$ 850.00	\$ 61.52	\$ 1,045.84
109	205	LF	REMOVING WROUGHT IRON FENCE	\$ 35.00	\$ 7,175.00	\$ 10.73	\$ 2,199.65
110	10	EA	REMOVE STRUCTURE (INLET)	\$ 1,000.00	\$ 10,000.00	\$ 944.11	\$ 9,441.10
111	22	EA	REMOVE STRUCTURE (SAFETY END TREATMENT)	\$ 300.00	\$ 6,600.00	\$ 552.52	\$ 12,155.44
112	1	EA	REMOVE STRUCTURE (HEADWALL)	\$ 1,000.00	\$ 1,000.00	\$ 2,455.76	\$ 2,455.76
113	1646	LF	REMOVE STRUCTURE (PIPE)	\$ 20.00	\$ 32,920.00	\$ 22.53	\$ 37,084.38
114	34	EA	REMOVE STRUCTURE (DRIVEWAY CULVERT)	\$ 750.00	\$ 25,500.00	\$ 901.20	\$ 30,640.80
115	61	LF	REMOVE STRUCTURE (MASONRY WALL)	\$ 75.00	\$ 4,575.00	\$ 53.16	\$ 3,242.76
116	3755	LF	ELIMINATE EXISTING PAVEMENT MARKING (4")	\$ 0.83	\$ 3,116.65	\$ 1.07	\$ 4,017.85
117	128	LF	ELIMINATE EXISTING PAVEMENT MARKING (8")	\$ 0.83	\$ 106.24	\$ 2.15	\$ 275.20
118	28	LF	ELIMINATE EXISTING PAVEMENT MARKING (24")	\$ 2.48	\$ 69.44	\$ 5.36	\$ 150.08
119	2	EA	ELIMINATE EXISTING PAVEMENT MARKING (ARROW)	\$ 44.00	\$ 88.00	\$ 107.29	\$ 214.58
120	2	EA	ELIMINATE EXISTING PAVEMENT MARKING (WORD)	\$ 49.50	\$ 99.00	\$ 107.29	\$ 214.58
121	24	EA	REMOVE/ RELOCATE MAILBOX (POST)	\$ 300.00	\$ 7,200.00	\$ 375.50	\$ 9,012.00
122	10	EA	REMOVE/ RELOCATE MAILBOX (BRICK)	\$ 1,500.00	\$ 15,000.00	\$ 3,500.00	\$ 35,000.00
			TOTAL BID AMOUNT - REMOVALS		\$ 1,093,320.33		\$ 707,433.92
			MOBILIZATION & TRAFFIC CONTROL				
200	1	LS	MOBILIZATION AND BONDS	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,400,000.00
201	16	MO	FIELD OFFICE	\$ 5,000.00	\$ 80,000.00	\$ 10,500.00	\$ 168,000.00
202	16	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 31,500.00	\$ 504,000.00	\$ 6,500.00	\$ 104,000.00
			TOTAL BID AMOUNT - MOBILIZATION & TRAFFIC CONTROL		\$ 1,984,000.00		\$ 1,672,000.00
			ROADWAY				
300	29147	CY	ROADWAY EXCAVATION	\$ 20.00	\$ 582,940.00	\$ 14.44	\$ 420,882.68
301	2083	CY	COMPACTED ROADWAY FILL AND EMBANKMENT	\$ 10.00	\$ 20,830.00	\$ 9.30	\$ 19,371.90
302	-	-	Not Used		-		-
303	704	TON	PORTLAND CEMENT	\$ 210.00	\$ 147,840.00	\$ 257.76	\$ 181,463.04
304	37936	SY	CEMENT MODIFICATION OF SUBGRADE 8" DEPTH	\$ 3.00	\$ 113,808.00	\$ 6.12	\$ 232,168.32
305	9338	TON	TYPE B HMAC PG64-22	\$ 75.00	\$ 700,350.00	\$ 81.00	\$ 756,378.00
306	2572	TON	TYPE D HMAC PG64-22	\$ 97.00	\$ 249,484.00	\$ 97.00	\$ 249,484.00
307	8186	SY	8" CONCRETE STREET PAVING, CONTINUOUSLY REINFORCED	\$ 90.00	\$ 736,740.00	\$ 49.71	\$ 406,926.06
308	603	SY	COLOR STAMPED CONCRETE	\$ 225.00	\$ 135,675.00	\$ 235.51	\$ 142,012.53
309	456	SY	COLOR STAMPED ASPHALT	\$ 100.00	\$ 45,600.00	\$ 57.93	\$ 26,416.08
310	41	CY	SIDEWALK RETAINING WALL (COLLEYVILLE)	\$ 1,000.00	\$ 41,000.00	\$ 700.00	\$ 28,700.00
311	377	LF	PEDESTRIAN HANDRAIL, TxDOT TYPE "F"	\$ 150.00	\$ 56,550.00	\$ 147.53	\$ 55,618.81
312	8175	LF	CONCRETE CURB AND GUTTER, 6" BARRIER	\$ 28.00	\$ 228,900.00	\$ 22.00	\$ 179,850.00
313	3299	LF	RIBBON CURB	\$ 25.00	\$ 82,475.00	\$ 16.25	\$ 53,608.75
314	3544	SY	CONCRETE DRIVEWAY	\$ 75.00	\$ 265,800.00	\$ 76.52	\$ 271,186.88
315	252	SY	CONCRETE DRIVEWAY (HIGH EARLY STRENGTH)	\$ 90.00	\$ 22,680.00	\$ 79.47	\$ 20,026.44
316	5327	SY	5" CONCRETE SIDEWALK TYPE B	\$ 60.00	\$ 319,620.00	\$ 42.81	\$ 228,048.87
317	3935	SY	6" CONCRETE SIDEWALK TYPE C AND D	\$ 65.00	\$ 255,775.00	\$ 49.65	\$ 195,372.75
318	21	CY	6" CONC SIDEWALK WITH TOE WALL	\$ 750.00	\$ 15,750.00	\$ 650.00	\$ 13,650.00
319	53	EA	ADA CURB RAMP	\$ 2,000.00	\$ 106,000.00	\$ 1,754.20	\$ 92,972.60
320	94	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 4" WHITE BROKEN	\$ 1.10	\$ 103.40	\$ 1.07	\$ 100.58
321	1183	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 4" WHITE SOLID	\$ 1.10	\$ 1,301.30	\$ 1.07	\$ 1,265.81
322	2073	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 8" WHITE SOLID	\$ 2.20	\$ 4,560.60	\$ 1.56	\$ 3,233.88
323	352	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 24" WHITE SOLID	\$ 7.70	\$ 2,710.40	\$ 7.51	\$ 2,643.52

City of Colleyville
Engineering
Bid Tabulations
Glade Road Phase 2
Bid Date: March 3, 2020

Bidder				Ed Bell Construction Company		Jagoe Public Company	
Location				PO Box 540787		3020 Fort Worth	
				Dallas, TX 75354		Denton, TX 76202	
				214-358-6581		940-382-2581	
Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk				BB??		BB??	
Addenda Acknowledged				YES		YES	
PAY				UNIT		UNIT	
ITEM	QTY	UNIT	ITEM DESCRIPTION	PRICE	AMOUNT	PRICE	AMOUNT
324	44	EA	REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE ARROW	\$ 148.50	\$ 6,534.00	\$ 134.11	\$ 5,900.84
325	3	EA	REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE DOUBLE ARROW	\$ 258.50	\$ 775.50	\$ 268.21	\$ 804.63
326	26	EA	REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE WORD	\$ 159.50	\$ 4,147.00	\$ 155.56	\$ 4,044.56
327	21	EA	REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE 18" YIELD TRIANGLES	\$ 22.00	\$ 462.00	\$ 101.92	\$ 2,140.32
328	664	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 4" YELLOW BROKEN	\$ 1.10	\$ 730.40	\$ 1.07	\$ 710.48
329	23614	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 4" YELLOW SOLID	\$ 1.10	\$ 25,975.40	\$ 0.80	\$ 18,891.20
330	1698	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 8" YELLOW SOLID	\$ 3.19	\$ 5,416.62	\$ 1.56	\$ 2,648.88
331	25555	LF	PAVEMENT SEALER 4"	\$ 0.06	\$ 1,533.30	\$ 0.16	\$ 4,088.80
332	3771	LF	PAVEMENT SEALER 8"	\$ 0.11	\$ 414.81	\$ 0.32	\$ 1,206.72
333	352	LF	PAVEMENT SEALER 24"	\$ 0.28	\$ 98.56	\$ 1.07	\$ 376.64
334	44	EA	PAVEMENT SEALER (ARROW)	\$ 5.50	\$ 242.00	\$ 21.46	\$ 944.24
335	26	EA	PAVEMENT SEALER (WORD)	\$ 5.50	\$ 143.00	\$ 32.19	\$ 836.94
336	3	EA	PAVEMENT SEALER (DOUBLE ARROW)	\$ 11.00	\$ 33.00	\$ 32.19	\$ 96.57
337	21	EA	PAVEMENT SEALER (YIELD TRIANGLES)	\$ 5.50	\$ 115.50	\$ 16.09	\$ 337.89
338	25555	LF	PAVEMENT SURFACE PREP FOR 4" PAVEMENT MARKINGS	\$ 0.06	\$ 1,533.30	\$ 0.12	\$ 3,066.60
339	3771	LF	PAVEMENT SURFACE PREP FOR 8" PAVEMENT MARKINGS	\$ 0.11	\$ 414.81	\$ 0.24	\$ 905.04
340	352	LF	PAVEMENT SURFACE PREP FOR 24" PAVEMENT MARKINGS	\$ 0.28	\$ 98.56	\$ 1.07	\$ 376.64
341	44	EA	PAVEMENT SURFACE PREP FOR ARROW	\$ 5.50	\$ 242.00	\$ 24.68	\$ 1,085.92
342	3	EA	PAVEMENT SURFACE PREP FOR DOUBLE ARROW	\$ 11.00	\$ 33.00	\$ 41.84	\$ 125.52
343	26	EA	PAVEMENT SURFACE PREP FOR WORD	\$ 5.50	\$ 143.00	\$ 41.84	\$ 1,087.84
344	21	EA	PAVEMENT SURFACE PREP FOR (18" YIELD TRIANGLE)	\$ 5.50	\$ 115.50	\$ 16.09	\$ 337.89
345	42	EA	INSTALL NEW TRAFFIC SIGN	\$ 434.50	\$ 18,249.00	\$ 563.25	\$ 23,656.50
346	2	EA	SOLAR POWERED RRFB ASSEMBLY (TWO SIDED, WIRELESS W/CONTROLLER)	\$ 13,090.00	\$ 26,180.00	\$ 5,310.62	\$ 10,621.24
347	16543	SY	BLOCK SODDING	\$ 10.99	\$ 181,807.57	\$ 5.67	\$ 93,798.81
			TOTAL AMOUNT BID - ROADWAY		\$ 4,411,930.53		\$ 3,759,472.21
			ROADWAY (RIVERWALK DR.)				
400	473	CY	ROADWAY EXCAVATION (RIVERWALK DR.)	\$ 20.00	\$ 9,460.00	\$ 21.46	\$ 10,150.58
401	2196	CY	COMPACTED ROADWAY FILL AND EMBANKMENT (RIVERWALK DR.)	\$ 10.00	\$ 21,960.00	\$ 9.30	\$ 20,422.80
402	-	-	Not Used		-		-
403	68	TON	PORTLAND CEMENT (RIVERWALK DR.)	\$ 210.00	\$ 14,280.00	\$ 257.77	\$ 17,528.36
404	3877	SY	CEMENT MODIFICATION OF SUBGRADE 8" DEPTH (RIVERWALK DR.)	\$ 3.00	\$ 11,631.00	\$ 7.38	\$ 28,612.26
405	2838	SY	8" CONCRETE STREET PAVING, CONTINUOUSLY REINFORCED (RIVERWALK DR.)	\$ 90.00	\$ 255,420.00	\$ 51.25	\$ 145,447.50
406	1112	SY	STAMPED CONCRETE (RIVERWALK DR.)	\$ 225.00	\$ 250,200.00	\$ 199.03	\$ 221,321.36
407	285	LF	PEDESTRIAN HANDRAIL, TxDOT TYPE "F" (RIVERWALK DR.)	\$ 150.00	\$ 42,750.00	\$ 147.22	\$ 41,957.70
408	224	SY	5" CONCRETE SIDEWALK TYPE B (RIVERWALK DR.)	\$ 60.00	\$ 13,440.00	\$ 55.65	\$ 12,465.60
409	319	SY	6" CONCRETE SIDEWALK TYPE C AND D (RIVERWALK DR.)	\$ 65.00	\$ 20,735.00	\$ 52.03	\$ 16,597.57
410	47	CY	6" CONC SIDEWALK WITH TOE WALL (RIVERWALK DR.)	\$ 750.00	\$ 35,250.00	\$ 500.48	\$ 23,522.56
411	9	EA	ADA CURB RAMP (RIVERWALK DR.)	\$ 2,000.00	\$ 18,000.00	\$ 1,816.10	\$ 16,344.90
412	17	EA	INSTALL NEW TRAFFIC SIGN (RIVERWALK DR.)	\$ 434.50	\$ 7,386.50	\$ 563.25	\$ 9,575.25
413	12	EA	SOLAR POWERED RRFB ASSEMBLY (ONE SIDED, WIRELESS W/CONTROLLER)	\$ 12,111.00	\$ 145,332.00	\$ 5,310.62	\$ 63,727.44
414	12	EA	TxDOT TYPE B GROUND BOX WITH APRON (RIVERWALK DR.)	\$ 1,023.00	\$ 12,276.00	\$ 1,287.42	\$ 15,449.04
415	32	LF	24" STREET LIGHT FOUNDATION DRILL SHAFT (RIVERWALK DR.)	\$ 214.50	\$ 6,864.00	\$ 295.03	\$ 9,440.96
416	925	LF	2" PVC CONDUIT SCHEDULE 40 (RIVERWALK DR.)	\$ 10.56	\$ 9,768.00	\$ 10.73	\$ 9,925.25
417	85	LF	4" PVC CONDUIT SCHEDULE 40 (RIVERWALK DR.)	\$ 16.83	\$ 1,430.55	\$ 12.87	\$ 1,093.95
418	1237	SY	BLOCK SODDING (RIVERWALK DR.)	\$ 11.21	\$ 13,866.77	\$ 6.19	\$ 7,657.03
			TOTAL AMOUNT BID - ROADWAY (RIVERWALK DR.)		\$ 890,049.82		\$ 671,240.11
			DRAINAGE				
500	9465	LF	TRENCH EXCAVATION PROTECTION	\$ 1.00	\$ 9,465.00	\$ 1.07	\$ 10,127.55
501	2127	LF	PRECAST CONCRETE BOX CULVERT (4 FT X 3 FT)	\$ 250.00	\$ 531,750.00	\$ 397.92	\$ 846,375.84
502	36	LF	PRECAST CONCRETE BOX CULVERT (8 FT X 4 FT)	\$ 1,200.00	\$ 43,200.00	\$ 812.90	\$ 29,264.40
503	28	LF	18" CLASS III RCP	\$ 150.00	\$ 4,200.00	\$ 127.88	\$ 3,580.64
504	6364	LF	24" CLASS III RCP	\$ 100.00	\$ 636,400.00	\$ 148.16	\$ 942,890.24
505	910	LF	30" CLASS III RCP	\$ 120.00	\$ 109,200.00	\$ 176.38	\$ 160,505.80
506	2	EA	CHANNEL HEADWALL INLET	\$ 9,750.00	\$ 19,500.00	\$ 12,289.53	\$ 24,579.06

City of Colleyville
Engineering
Bid Tabulations
Glade Road Phase 2
Bid Date: March 3, 2020

Bidder				Ed Bell Construction Company		Jagoe Public Company	
Location				PO Box 540787		3020 Fort Worth	
				Dallas, TX 75354		Denton, TX 76202	
				214-358-6581		940-382-2581	
Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk				BB??		BB??	
Addenda Acknowledged				YES		YES	
PAY				UNIT		UNIT	
ITEM	QTY	UNIT	ITEM DESCRIPTION	PRICE	AMOUNT	PRICE	AMOUNT
507	24	EA	STORM SEWER MANHOLE, TYPE 1 JUNCTION BOX	\$ 5,150.00	\$ 123,600.00	\$ 6,249.37	\$ 149,984.88
508	18	EA	CONCRETE MANHOLE COLLAR	\$ 950.00	\$ 17,100.00	\$ 702.72	\$ 12,648.96
509	5	EA	DROP INLET	\$ 5,550.00	\$ 27,750.00	\$ 6,823.34	\$ 34,116.70
510	47	EA	10' RECESSED CURB INLET, TYPE 1	\$ 5,450.00	\$ 256,150.00	\$ 6,458.57	\$ 303,552.79
511	6	EA	10' CURB INLET, TYPE 1	\$ 5,450.00	\$ 32,700.00	\$ 6,482.18	\$ 38,893.08
512	1	EA	TXDOT TYPE 1-C MANHOLE	\$ 4,450.00	\$ 4,450.00	\$ 5,278.43	\$ 5,278.43
513	1	EA	WINGWALL (PW-1) (HW=4 FT)	\$ 15,150.00	\$ 15,150.00	\$ 19,853.14	\$ 19,853.14
514	25	EA	GRATE INLET, TYPE C	\$ 2,850.00	\$ 71,250.00	\$ 3,138.09	\$ 78,452.25
			TOTAL AMOUNT BID - DRAINAGE		\$ 1,901,865.00		\$ 2,660,103.76
			UTILITIES				
600	253	LF	6" WATER PIPE (PVC)	\$ 72.60	\$ 18,367.80	\$ 120.16	\$ 30,400.48
601	873	LF	8" WATER PIPE (PVC)	\$ 88.00	\$ 76,824.00	\$ 124.99	\$ 109,116.27
602	254	LF	10" WATER PIPE (PVC)	\$ 86.35	\$ 21,932.90	\$ 143.23	\$ 36,380.42
603	7959	LF	12" WATER PIPE (PVC)	\$ 85.80	\$ 682,882.20	\$ 150.74	\$ 1,199,739.66
604	10	EA	6" RESILIENT SEAT GATE VALVE	\$ 1,870.00	\$ 18,700.00	\$ 1,442.99	\$ 14,429.90
605	17	EA	8" RESILIENT SEAT GATE VALVE	\$ 2,475.00	\$ 42,075.00	\$ 1,904.31	\$ 32,373.27
606	4	EA	10" RESILIENT SEAT GATE VALVE	\$ 2,970.00	\$ 11,880.00	\$ 2,612.40	\$ 10,449.60
607	25	EA	12" RESILIENT SEAT GATE VALVE	\$ 3,685.00	\$ 92,125.00	\$ 3,057.63	\$ 76,440.75
608	2	EA	2" COMBINATION AIR RELEASE VALVE	\$ 9,130.00	\$ 18,260.00	\$ 8,774.86	\$ 17,549.72
609	3	EA	BLOW OFF VALVE	\$ 7,480.00	\$ 22,440.00	\$ 10,569.74	\$ 31,709.22
610	6	EA	CUTTING, PLUGGING, BLOCKING OF EXISTING MAINS	\$ 990.00	\$ 5,940.00	\$ 1,426.89	\$ 8,561.34
611	12	EA	FIRE HYDRANT ASSEMBLY	\$ 5,267.72	\$ 63,212.64	\$ 6,335.19	\$ 76,022.28
612	454	LF	1" WATER SERVICE	\$ 26.07	\$ 11,835.78	\$ 107.82	\$ 48,950.28
613	24	LF	1 1/2" WATER SERVICE	\$ 41.80	\$ 1,003.20	\$ 115.44	\$ 2,770.56
614	14	LF	2" WATER SERVICE	\$ 44.00	\$ 616.00	\$ 124.88	\$ 1,748.32
615	59	EA	1" WATER METER	\$ 990.00	\$ 58,410.00	\$ 1,969.76	\$ 116,215.84
616	1	EA	1 1/2" WATER METER	\$ 2,750.00	\$ 2,750.00	\$ 3,164.91	\$ 3,164.91
617	1	EA	2" WATER METER	\$ 2,970.00	\$ 2,970.00	\$ 3,186.37	\$ 3,186.37
618	38	EA	REMOVE EXISTING WATER VALVE	\$ 440.00	\$ 16,720.00	\$ 611.53	\$ 23,238.14
619	9	EA	REMOVE FIRE HYDRANT ASSEMBLY	\$ 825.00	\$ 7,425.00	\$ 1,217.69	\$ 10,959.21
620	26	EA	ADJUST WATER VALVE	\$ 956.44	\$ 24,867.44	\$ 455.96	\$ 11,854.96
621	24	EA	ADJUST SANITARY SEWER MANHOLE	\$ 1,823.41	\$ 43,761.84	\$ 1,051.40	\$ 25,233.60
622	6	EA	ADJUST SANITARY SEWER CLEAN OUT	\$ 770.00	\$ 4,620.00	\$ 649.08	\$ 3,894.48
623	192	VF	SPECTRASHIELD SANITARY SEWER MANHOLE TREATMENT	\$ 368.50	\$ 70,752.00	\$ 713.45	\$ 136,982.40
624	1	EA	10" WATER LINE LOWERING	\$ 9,680.00	\$ 9,680.00	\$ 11,200.58	\$ 11,200.58
625	27	TON	DUCTILE IRON FITTINGS	\$ 6,110.50	\$ 164,983.50	\$ 9,270.52	\$ 250,304.04
626	24	EA	ADJUST IRRIGATION VALVE	\$ 715.00	\$ 17,160.00	\$ 1,072.85	\$ 25,748.40
627	12	EA	RELOCATE IRRIGATION VALVE	\$ 825.00	\$ 9,900.00	\$ 1,072.85	\$ 12,874.20
628	96	CY	WATER LINE CONCRETE ENCASMENT	\$ 181.50	\$ 17,424.00	\$ 345.46	\$ 33,164.16
629	3324	LF	4" FIBER MULTI-DUCT	\$ 53.63	\$ 178,266.12	\$ 37.55	\$ 124,816.20
630	6648	LF	1-1/4" HDPE SDR 11 DUCT	\$ 8.80	\$ 58,502.40	\$ 8.58	\$ 57,039.84
631	3324	LF	10 AWG TRACER WIRE	\$ 1.05	\$ 3,490.20	\$ 0.97	\$ 3,224.28
632	4	EA	FIBER PULL BOX WITH APRON	\$ 4,284.50	\$ 17,138.00	\$ 4,250.64	\$ 17,002.56
			TOTAL AMOUNT BID - UTILITIES		\$ 1,796,915.02		\$ 2,566,746.24
			SWPPP				
700	1	LS	STORM WATER POLLUTION PREVENTION PLAN	\$ 112,000.00	\$ 112,000.00	\$ 241,391.82	\$ 241,391.82
			TOTAL AMOUNT BID - SWPPP		\$ 112,000.00		\$ 241,391.82
			CONTINGENCY & ALLOWANCE				
800	1	LS	CONSTRUCTION CONTINGENCY	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
801	1	LS	IRRIGATION ALLOWANCE	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
802	1	LS	LANDSCAPING RESTORATION ALLOWANCE	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
			TOTAL AMOUNT BID - CONTINGENCY & ALLOWANCE		\$ 1,050,000.00		\$ 1,050,000.00

City of Colleyville
Engineering
Bid Tabulations
Glade Road Phase 2
Bid Date: March 3, 2020

Bidder				Ed Bell Construction Company		Jagoe Public Company	
Location				PO Box 540787		3020 Fort Worth	
				Dallas, TX 75354		Denton, TX 76202	
				214-358-6581		940-382-2581	
Guarantee: BB-Bid Bond CC-Cashiers Chk CTC-Cert Chk				BB??		BB??	
Addenda Acknowledged				YES		YES	
PAY				UNIT		UNIT	
ITEM	QTY	UNIT	ITEM DESCRIPTION	PRICE	AMOUNT	PRICE	AMOUNT
			MISCELLANEOUS (ADDENDUM 1)				
900	1	LS	Temporary Water Services	\$ 7,260.00	\$ 7,260.00	\$ 41,508.66	\$ 41,508.66
901	1	LS	Bypass Pumping	\$ 8,470.00	\$ 8,470.00	\$ 8,523.81	\$ 8,523.81
902	7400	SY	Temporary Asphalt Paving	\$ 50.00	\$ 370,000.00	\$ 65.00	\$ 481,000.00
903	105	LF	6" PVC SS by Pipe Burst Method	\$ 172.70	\$ 18,133.50	\$ 297.18	\$ 31,203.90
904	199	LF	12" Water Pipe (Ductile Iron) By Other Than Open Cut	\$ 155.10	\$ 30,864.90	\$ 122.31	\$ 24,339.69
905	60	LF	10" Water Pipe (Ductile Iron) By Other Than Open Cut	\$ 140.80	\$ 8,448.00	\$ 115.87	\$ 6,952.20
906	350	LF	8" Water Pipe (Ductile Iron) By Other Than Open Cut	\$ 126.50	\$ 44,275.00	\$ 111.58	\$ 39,053.00
907	199	LF	24" Steel Casing	\$ 451.00	\$ 89,749.00	\$ 256.41	\$ 51,025.59
908	410	LF	20" Steel Casing	\$ 396.00	\$ 162,360.00	\$ 407.68	\$ 167,148.80
909	1197	LF	1" Water Service By Bore Method	\$ 31.35	\$ 37,525.95	\$ 98.70	\$ 118,143.90
910	18	EA	Adjust Storm Drain Manhole	\$ 1,500.00	\$ 27,000.00	\$ 1,593.19	\$ 28,677.42
911	32	LF	Decorative Wrought Iron Fence	\$ 325.00	\$ 10,400.00	\$ 53.64	\$ 1,716.48
912	5450	LF	Furnish and Install Low Profile Concrete Barrier (LPCB)	\$ 20.00	\$ 109,000.00	\$ 47.82	\$ 260,619.00
913	5450	LF	Remove Low Profile Concrete Barrier (LPCB)	\$ 7.00	\$ 38,150.00	\$ 14.90	\$ 81,205.00
914	575	LF	CMP (For Temporary Drainage Culverts)	\$ 75.00	\$ 43,125.00	\$ 86.90	\$ 49,967.50
915	9600	LF	TV of Sanitary Sewer and Storm Drain	\$ 3.00	\$ 28,800.00	\$ 2.63	\$ 25,248.00
			TOTAL AMOUNT BID - MISCELLANEOUS (ADDENDUM 1)		\$ 1,033,561.35		\$ 1,416,332.95
			TOTAL PROJECT AMOUNT		\$ 14,273,642.05		\$ 14,744,721.01



EXPERIENCE | Transportation

TranSystems
500 W 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817.339.8950
Fax 817.336.2247

March 12, 2020

City of Colleyville
Engineering Dept.
100 Main Street
Colleyville, TX 76034

Attn: Nathan Frohman, P.E.
Re: Bid Recommendation
Glade Road Phase 2
(SH 26 to Pool Rd)

Dear Mr. Frohman,

TranSystems has reviewed the bids on the above referenced project. Two (2) bids were received:

Contractor	Base Bid
Ed Bell Construction Company	\$14,273,642.05
Jagoe Public Company	\$14,744,721.01

Ed Bell Construction Company submitted the apparent low base bid of \$14,273,642.05.

To our knowledge, Ed Bell Construction Company has submitted the appropriate documentation with their bid. This information includes but not limited to, the items below:

1. Bid Bond
2. Signed Addendum 1
3. Price Form

TranSystems has contacted four of the references provided by Ed Bell Construction Company. All four of the references responded with favorable reports. Each reference recommends working with Ed Bell Construction Company and stated things such as, "Easy to manage, reasonable, responsive, and one of the best contractors in North Texas." Based on the verified information, TranSystems recommends award of this Contract to Ed Bell Construction Company for a contract amount of \$14,273,642.05 (base bid).

Please contact me if you have any questions.

Sincerely,
TranSystems Corporation Consultants

A handwritten signature in blue ink, appearing to read "Brent E. Shimanek".

Brent E. Shimanek, P.E.
Project Engineer

CONSTRUCTION SERVICES AGREEMENT

Glade Road PH 2 (SH 26 to Pool Road)

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Ed Bell Construction Company**, 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 Glade Road PH 2 (SH 26 to Pool Road) (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-2020-011 ("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 FOURTEEN MILLION TWO HUNDRED AND SEVENTY-THREE THOUSAND SIX HUNDRED AND FORTY-TWO AND 5/100 DOLLARS (\$14,273,642.05) ("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 Four Hundred and Eighty (480) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 480th 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, in writing, 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 \$5,000 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 \$1,000,000.00 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; and
- (4) an umbrella/excess liability policy with a minimum limit of not less than \$10,000,000.00 per occurrence.

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, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Ed Bell Construction Company Attn: Steven Priddy President PO Box 540787 Dallas, Texas 75354

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 April 7, 2020

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:March 12, 2020:v4.2019

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

CONTRACTOR
Ed Bell Construction Company

By: _____
Steven Priddy
President

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Ed Bell Construction Company
Dallas, TX United States

Certificate Number:
2020-598391

Date Filed:
03/12/2020

Date Acknowledged:

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

City of Colleyville

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

BID # ENG-2020-011

Initial Contract Award; Glade Road Project Phase 2; Reconstruct 1.5 miles of Glade Road between the limits of SH 26 and Pool Road.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bell, Win	Dallas, TX United States	X	
	Priddy, Steven	Dallas, TX United States	X	
	Teter, Doug	Normangee, TX United States	X	
	Brair, Gus	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

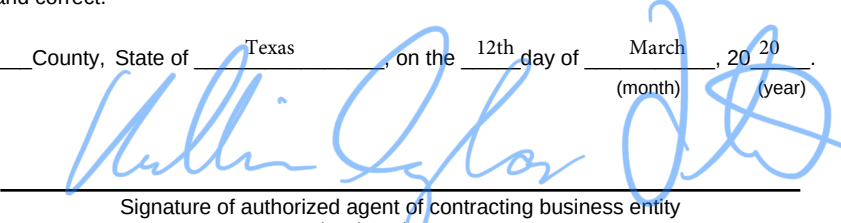
6 UNSWORN DECLARATION

My name is William Douglas Teter, and my date of birth is February 18, 1964.

My address is 10605 Harry Hines Blvd., Dallas, TX, 75220, USA.
(street) (city) (state) (zip code) (country)

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

Executed in LEON County, State of Texas, on the 12th day of March, 2020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Ed Bell Construction Company
Dallas, TX United States

Certificate Number:
2020-598391

Date Filed:
03/12/2020

Date Acknowledged:
03/13/2020

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-2020-011

Initial Contract Award; Glade Road Project Phase 2; Reconstruct 1.5 miles of Glade Road between the limits of SH 26 and Pool Road.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bell, Win	Dallas, TX United States	X	
	Priddy, Steven	Dallas, TX United States	X	
	Teter, Doug	Normangee, TX United States	X	
	Brair, Gus	Dallas, 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

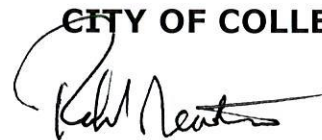
AND IT IS SO RESOLVED.

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

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

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 2f
Type Resolution
Department Engineering

Agenda Date 4/7/2020

Number

Title

Approval of a construction services agreement with Texas Materials Group, Inc. (Texas Bit), for the McDonwell School Road at Westcoat Drive Roundabout Project, in an amount not to exceed \$1,452,805.18, and authorizing the City Manager to execute the agreement

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

On September 17, 2019, the City Council approved Resolution R-19-4420, approving the Fiscal Year 2020-2024 Capital Improvement Program (CIP) including the McDonwell School Road at Westcoat Drive Roundabout.

The project consists of excavation, storm drain installations, grading, minor utility relocations, concrete paving, asphalt paving, traffic control detouring, illumination, pavement markings, signage, erosion control, and vegetation. The intersection of McDonwell School Road at Westcoat Drive will be closed for construction from May 29, 2020 to August 17, 2020.

The proposed agreement with low bidder Texas Material Group, Inc. (Texas Bit) in the amount of \$1,452,805.18 includes \$1,392,791.24 for the base bid and \$60,013.94 for Alternate A. The base bid includes all the necessary elements to construct the roundabout per the design. The Alternate A includes a separate, but related scope of work that provides for concrete pavement in-lieu of asphalt pavement in the transition zone from the roundabout to the end of the construction limits.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on February 9, February 16, and February 23, 2020. 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 68 plan holders, of which were 3 engineers, 27 general contractors, 1 manufacturer, 5 other, 2 owners, 5 plan rooms, 14 sub-contractors, and 11 suppliers.

The City received six sealed bids, which were opened and publicly read aloud on March 10, 2020.

Financial Impact

Funding for the project is available in Roadway Impact Fees - Service Area 2

Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. McDonwell at Westcoat Roundabout Presentation
2. Bid Tabulation
3. Consultant Recommendation Letter
4. McDonwell at Westcoat Roundabout Agreement
5. Form 1295
6. Resolution R-19-4420

2f. McDonwell School Road at Westcoat Drive Roundabout



- Approval of a construction services agreement with Texas Materials Group, Inc. "Texas Bit", for the McDonwell School Road at Westcoat Drive Roundabout Project, in an amount not to exceed \$1,452,805.18, and authorizing the City Manager to execute the agreement



2f. Bid Summary



Summary of bids received

Contractor	Base Bid	Alternate A	Grand Total Bid
Texas Materials Group, Inc. ("Texas Bit")	\$ 1,392,791.24	\$ 60,013.94	\$ 1,452,805.18
Pavecon Public Works, LP	\$ 1,458,220.68	\$ 49,737.61	\$ 1,507,958.29
GRod Construction, LLC	\$ 1,463,216.50	\$ 80,826.00	\$ 1,544,042.50
Urban Infraconstruction LLC	\$ 1,489,335.50	\$ 67,205.00	\$ 1,556,540.50
Jackson Construction, LTD	\$ 2,088,664.00	\$ 73,538.00	\$ 2,162,202.00
The Fain Group, Inc.	\$ 3,174,930.00	\$ 16,296.00	\$ 3,191,226.00

BID # ENG-2020-012
City of Colleyville, TX
Bid Opening Date: March 10, 2020
CHECKED BY: J.L. VonAhsen

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6	
				Texas Materials Group, Inc. (Texas Bit)		Pavecon Public Works, LP		Grod Construction, LLC		Urban Infraconstruction LLC		Jackson Construction, LTD		The Fain Group, Inc.	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID - Paving Improvements															
P1	MOBILIZATION AND BONDS	1	LS	\$62,610.00	\$62,610.00	\$74,398.95	\$74,398.95	\$75,000.00	\$75,000.00	\$45,000.00	\$45,000.00	\$80,000.00	\$80,000.00	\$200,000.00	\$200,000.00
P2	RIGHT-OF-WAY PREPARATION	1	LS	\$42,335.00	\$42,335.00	\$145,368.34	\$145,368.34	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$90,000.00	\$90,000.00	\$42,000.00	\$42,000.00
P3	DETOURS AND BARRICADES	3	MO	\$5,265.00	\$15,795.00	\$8,200.72	\$24,602.16	\$5,500.00	\$16,500.00	\$10,000.00	\$30,000.00	\$25,000.00	\$75,000.00	\$9,330.00	\$27,990.00
P4	PORTABLE CHANGEABLE MESSAGE SIGNS (3)	63	DAY	\$71.45	\$4,501.35	\$72.22	\$4,549.86	\$145.00	\$9,135.00	\$272.00	\$17,136.00	\$120.00	\$7,560.00	\$170.00	\$10,710.00
P5	ROADWAY EXCAVATION	740	CY	\$22.55	\$16,687.00	\$29.60	\$21,904.00	\$43.00	\$31,820.00	\$47.00	\$34,780.00	\$40.00	\$29,600.00	\$95.00	\$70,300.00
P6	COMPACTED ROADWAY FILL AND EMBANKMENT	125	CY	\$11.00	\$1,375.00	\$57.13	\$7,141.25	\$40.00	\$5,000.00	\$66.00	\$8,250.00	\$40.00	\$5,000.00	\$100.00	\$12,500.00
P7	CEMENT STABILIZATION OF SUBGRADE SOILS	3,860	SY	\$3.30	\$12,738.00	\$4.42	\$17,061.20	\$7.50	\$28,950.00	\$11.50	\$44,390.00	\$12.00	\$46,320.00	\$50.00	\$193,000.00
P8	CEMENT FOR SUBGRADE (30 LB/SY)	58	TON	\$230.00	\$13,340.00	\$228.73	\$13,266.34	\$148.00	\$8,584.00	\$321.00	\$18,618.00	\$300.00	\$17,400.00	\$580.00	\$33,640.00
P9	LIME FOR SUBGRADE (36 LB/SY) (ALLOWANCE)	69	TON	\$198.00	\$13,662.00	\$176.22	\$12,159.18	\$194.00	\$13,386.00	\$218.00	\$15,042.00	\$225.00	\$15,525.00	\$580.00	\$40,020.00
P10	HOT MIX ASPHALTIC CONCRETE (HMAC) TYPE "D" (2 INCH THICK)	153	TON	\$102.65	\$15,705.45	\$141.87	\$21,706.11	\$140.00	\$21,420.00	\$137.00	\$20,961.00	\$160.00	\$24,480.00	\$430.00	\$65,790.00
P11	HOT MIX ASPHALTIC CONCRETE (HMAC) TYPE "B" (8 INCH THICK)	613	TON	\$92.15	\$56,487.95	\$96.22	\$58,982.86	\$108.00	\$66,204.00	\$114.00	\$69,882.00	\$140.00	\$85,820.00	\$280.00	\$171,640.00
P12	CONCRETE (PCC) PAVEMENT (CONT REINF - CRCP) (8")	1,632	SY	\$70.67	\$115,333.44	\$88.35	\$144,187.20	\$107.00	\$174,624.00	\$80.00	\$130,560.00	\$140.00	\$228,480.00	\$145.00	\$236,640.00
P13	TRUCK APRON CONCRETE (PCC) PAVEMENT (CONT REINF - CRCP)(8")	280	SY	\$155.00	\$43,400.00	\$203.78	\$57,058.40	\$214.00	\$59,920.00	\$127.00	\$35,560.00	\$280.00	\$78,400.00	\$150.00	\$42,000.00
P14	CROSSWALK STAMPED & COLORED CONCRETE (8")	140	SY	\$155.00	\$21,700.00	\$203.78	\$28,529.20	\$220.00	\$30,800.00	\$184.00	\$25,760.00	\$600.00	\$84,000.00	\$280.00	\$39,200.00
P15	CONCRETE CURB INTEGRAL (6")	751	LF	\$2.95	\$2,215.45	\$3.00	\$2,253.00	\$4.50	\$3,379.50	\$6.00	\$4,506.00	\$4.00	\$3,004.00	\$65.00	\$48,815.00
P16	CONCRETE CURB TYPE I (MONOLITHIC)(3" MOUNTABLE)	220	LF	\$1.45	\$319.00	\$4.00	\$880.00	\$6.00	\$1,320.00	\$8.00	\$1,760.00	\$5.00	\$1,100.00	\$40.00	\$8,800.00
P17	CONCRETE CURB TYPE I (MONOLITHIC)(4" MOUNTABLE) SPLITTER ISLAND	556	LF	\$2.55	\$1,417.80	\$5.00	\$2,780.00	\$6.50	\$3,614.00	\$6.00	\$3,336.00	\$6.00	\$3,336.00	\$230.00	\$127,880.00
P18	CONCRETE SIDEWALKS (5")	112	SY	\$76.30	\$8,545.60	\$53.95	\$6,042.40	\$63.00	\$7,056.00	\$61.00	\$6,832.00	\$120.00	\$13,440.00	\$180.00	\$20,160.00
P19	SIDEWALK WITH WALL	45	LF	\$230.85	\$10,388.25	\$309.64	\$13,933.80	\$200.00	\$9,000.00	\$358.00	\$16,110.00	\$130.00	\$5,850.00	\$300.00	\$13,500.00
P20	CONCRETE DRIVEWAYS	40	SY	\$139.35	\$5,574.00	\$98.67	\$3,946.80	\$72.00	\$2,880.00	\$74.00	\$2,960.00	\$360.00	\$14,400.00	\$220.00	\$8,800.00
P21	BARRIER FREE RAMP (TY 1)	6	EA	\$1,281.35	\$7,688.10	\$1,838.45	\$11,030.70	\$1,000.00	\$6,000.00	\$1,900.00	\$11,400.00	\$2,300.00	\$13,800.00	\$4,200.00	\$25,200.00
P22	BARRIER FREE RAMP (TY 21)	4	EA	\$1,924.50	\$7,698.00	\$2,291.78	\$9,167.12	\$1,500.00	\$6,000.00	\$2,403.00	\$9,612.00	\$5,000.00	\$20,000.00	\$4,000.00	\$16,000.00
P23	CONCRETE MEDIANS (4")	204	SY	\$123.10	\$25,112.40	\$186.06	\$37,956.24	\$197.00	\$40,188.00	\$112.00	\$22,848.00	\$450.00	\$91,800.00	\$170.00	\$34,680.00
P24	ASPHALT-CONCRETE PAVEMENT HEADER	129	LF	\$12.80	\$1,651.20	\$19.97	\$2,576.13	\$15.00	\$1,935.00	\$31.00	\$3,999.00	\$40.00	\$5,160.00	\$120.00	\$15,480.00
P25	REMOVING STAB BASE AND ASPH PAV (2"-8")	1882	SY	\$7.20	\$13,550.40	\$8.89	\$16,730.98	\$7.00	\$13,174.00	\$9.00	\$16,938.00	\$15.00	\$28,230.00	\$24.00	\$45,168.00
P26	GPS ASSET INFORMATION	1	LS	\$2,748.00	\$2,748.00	\$1,547.64	\$1,547.64	\$3,500.00	\$3,500.00	\$9,122.00	\$9,122.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00
P27	CONSTRUCTION CONTINGENCY ALLOWANCE	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
P28	LIME STABILIZATION OF SUBGRADE SOILS (ALLOWANCE)	3,860	SY	\$5.60	\$21,616.00	\$5.12	\$19,763.20	\$9.00	\$34,740.00	\$13.00	\$50,180.00	\$8.50	\$32,810.00	\$15.00	\$57,900.00
TOTAL:	BASE BID - PAVING IMPROVEMENTS			\$100,000.00	\$644,194.39		\$859,523.06		\$819,129.50		\$795,542.00		\$1,204,515.00		\$1,718,813.00
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID - Signage and Pavement Marking Improvements															
S1	REFL PAV MRK TY I (W)8-INCH (DOT)(100MIL)	78	LF	\$14.35	\$1,119.30	\$12.06	\$940.68	\$13.00	\$1,014.00	\$16.00	\$1,248.00	\$15.00	\$1,170.00	\$35.00	\$2,730.00
S2	REFL PAV MRK TY I (W)8-INCH (SLD)(100MIL)	259	LF	\$14.30	\$3,703.70	\$8.17	\$2,116.03	\$8.25	\$2,136.75	\$16.00	\$4,144.00	\$12.00	\$3,108.00	\$24.00	\$6,216.00
S3	REFL PAV MRK TY I (W)18"(DOT)(100MIL)	123	LF	\$25.35	\$3,118.05	\$22.22	\$2,733.06	\$22.25	\$2,736.75	\$28.00	\$3,444.00	\$30.00	\$3,690.00	\$65.00	\$7,995.00
S4	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	\$830.50	\$1,661.00	\$144.44	\$288.88	\$150.00	\$300.00	\$915.00	\$1,830.00	\$200.00	\$400.00	\$425.00	\$850.00
S5	REFL PAV MRK TY I (W)(WORD)(100MIL)	5	EA	\$605.80	\$3,029.00	\$411.11	\$2,055.55	\$450.00	\$2,250.00	\$668.00	\$3,340.00	\$600.00	\$3,000.00	\$1,200.00	\$6,000.00
S6	REF PROF PAV MRK TY I(W)4-INCH (SLD)(100MIL)	734	LF	\$1.25	\$917.50	\$13.33	\$9,784.22	\$13.50	\$9,909.00	\$1.00	\$734.00	\$18.00	\$13,212.00	\$39.00	\$28,626.00
S7	REF PROF PAV MRK TY I(Y)4-INCH (SLD)(100MIL)	1,196	LF	\$1.25	\$1,495.00	\$13.33	\$15,942.68	\$13.50	\$16,146.00	\$1.00	\$1,196.00	\$18.00	\$21,528.00	\$39.00	\$46,644.00
S8	PAV SURF PREP FOR MRK (4-INCH)	1,930	LF	\$0.25	\$482.50	\$0.06	\$115.80	\$0.10	\$193.00	\$0.30	\$579.00	\$0.10	\$193.00	\$0.20	\$386.00
S9	PAV SURF PREP FOR MRK (8-INCH)	337	LF	\$0.55	\$185.35	\$0.06	\$20.22	\$0.10	\$33.70	\$0.50	\$168.50	\$0.10	\$33.70	\$0.20	\$67.40
S10	PAV SURF PREP FOR MRK (18-INCH)	123	LF	\$1.25	\$153.75	\$0.06	\$7.38	\$0.10	\$12.30	\$1.00	\$123.00	\$0.10	\$12.30	\$0.20	\$24.60
S11	PAV SURF PREP FOR MRK (ARROW)	2	EA	\$27.50	\$55.00	\$11.11	\$22.22	\$15.00	\$30.00	\$30.00	\$60.00	\$15.00	\$30.00	\$32.00	\$64.00
S12	PAV SURF PREP FOR MRK (WORD)	5	EA	\$38.45	\$192.25	\$11.11	\$55.55	\$15.00	\$75.00	\$42.00	\$210.00	\$15.00	\$75.00	\$32.00	\$160.00
S13	STREET SIGN AND POLE ASSEMBLY	16	EA	\$434.20	\$6,947.20	\$694.44	\$11,111.04	\$700.00	\$11,200.00	\$478.00	\$7,648.00	\$800.00	\$12,800.00	\$2,000.00	\$32,000.00

BID # ENG-2020-012
City of Colleyville, TX
Bid Opening Date: March 10, 2020
CHECKED BY: J.L. VonAhsen

				BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6	
				Texas Materials Group, Inc. (Texas Bit)		Pavecon Public Works, LP		Grod Construction, LLC		Urban Infraconstruction LLC		Jackson Construction, LTD		The Fain Group, Inc.	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
I1	CONDUIT (2-IN)(PVC)(SCHED 40) (TRENCHED) (ILLUMINATION)	710	LF	\$15.40	\$10,934.00	\$15.56	\$11,047.60	\$12.00	\$8,520.00	\$15.00	\$10,650.00	\$24.00	\$17,040.00	\$45.00	\$31,950.00
I2	CONDUIT (2-IN)(PVC)(SCHED 40) (BORED) (ILLUMINATION)	175	LF	\$39.55	\$6,921.25	\$40.00	\$7,000.00	\$12.00	\$2,100.00	\$40.00	\$7,000.00	\$60.00	\$10,500.00	\$117.00	\$20,475.00
I3	ELEC CONDR (NO. 8) BARE	885	LF	\$1.65	\$1,460.25	\$1.67	\$1,477.95	\$3.50	\$3,097.50	\$2.00	\$1,770.00	\$2.00	\$1,770.00	\$5.00	\$4,425.00
I4	ELEC CONDR (NO. 8) INSULATED	1,770	LF	\$1.65	\$2,920.50	\$1.67	\$2,955.90	\$2.50	\$4,425.00	\$2.00	\$3,540.00	\$3.00	\$5,310.00	\$5.00	\$8,850.00
I5	GROUND BOX TY C (162911)W/APRON	7	EA	\$1,099.25	\$7,694.75	\$1,111.11	\$7,777.77	\$1,000.00	\$7,000.00	\$1,211.00	\$8,477.00	\$1,700.00	\$11,900.00	\$3,200.00	\$22,400.00
I6	ELC SRV TY A (240/480) 060(NS)SS(E)GC(U)	1	EA	\$7,695.00	\$7,695.00	\$7,777.78	\$7,777.78	\$25,000.00	\$25,000.00	\$8,479.00	\$8,479.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00
I7	DECORATIVE UPLIGHT	8	EA	\$991.50	\$7,932.00	\$1,002.22	\$8,017.76	\$600.00	\$4,800.00	\$1,000.00	\$8,000.00	\$1,200.00	\$9,600.00	\$2,800.00	\$22,400.00
I8	DECORATIVE STREET LIGHT FOUNDATION	7	EA	\$1,099.25	\$7,694.75	\$1,111.11	\$7,777.77	\$1,300.00	\$9,100.00	\$1,000.00	\$7,000.00	\$1,500.00	\$10,500.00	\$3,000.00	\$21,000.00
TOTAL:	BASE BID - ILLUMINATION IMPROVEMENTS				\$53,252.50		\$53,832.53		\$64,042.50		\$54,916.00		\$76,620.00		\$153,500.00
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID - Landscape and Irrigation Improvements															
L1	SODDING/TURFGRASS PLANTING (BLOCK SOD)	4432	SY	\$3.95	\$17,506.40	\$7.22	\$31,999.04	\$5.50	\$24,376.00	\$5.00	\$22,160.00	\$8.00	\$35,456.00	\$12.00	\$53,184.00
L2	TOPSOIL	4432	SY	\$6.80	\$30,137.60	\$5.50	\$24,376.00	\$7.50	\$33,240.00	\$8.00	\$35,456.00	\$8.00	\$35,456.00	\$20.00	\$88,640.00
L3	IRRIGATION SYSTEM (PERMANENT)	1	LS	\$5,826.00	\$5,826.00	\$8,333.33	\$8,333.33	\$50,000.00	\$50,000.00	\$6,420.00	\$6,420.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00
TOTAL:	BASE BID - LANDSCAPE AND IRRIGATION IMPROVEMENTS				\$53,470.00		\$64,708.37		\$107,616.00		\$64,036.00		\$82,912.00		\$158,824.00
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID - Water and Wastewater Improvements															
W1	WATER LINE SERVICE INSTALLATION (1 INCH)	2	EA	\$5,496.25	\$10,992.50	\$2,017.03	\$4,034.06	\$1,500.00	\$3,000.00	\$1,690.00	\$3,380.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
W2	VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS AND WATER VALVES (WATER VALVE)	5	EA	\$860.25	\$4,301.25	\$264.53	\$1,322.65	\$450.00	\$2,250.00	\$721.00	\$3,605.00	\$600.00	\$3,000.00	\$1,000.00	\$5,000.00
W3	VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS AND WATER VALVES (SAN MANHOLE)	2	EA	\$2,109.85	\$4,219.70	\$892.79	\$1,785.58	\$1,500.00	\$3,000.00	\$1,690.00	\$3,380.00	\$4,000.00	\$8,000.00	\$15,000.00	\$30,000.00
W4	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	1	EA	\$2,803.10	\$2,803.10	\$826.66	\$826.66	\$950.00	\$950.00	\$2,289.00	\$2,289.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00
W5	INSTALL WATER METER ASSEMBLY	2	EA	\$879.40	\$1,758.80	\$826.66	\$1,653.32	\$1,800.00	\$3,600.00	\$1,744.00	\$3,488.00	\$700.00	\$1,400.00	\$2,500.00	\$5,000.00
W6	TAPPING SLEEVE AND VALVE (10IN X 2IN)	1	EA	\$9,893.20	\$9,893.20	\$4,629.24	\$4,629.24	\$1,800.00	\$1,800.00	\$7,922.00	\$7,922.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00
W7	FIRE HYDRANT ASSEMBLY	1	EA	\$14,290.20	\$14,290.20	\$8,398.77	\$8,398.77	\$5,200.00	\$5,200.00	\$10,066.00	\$10,066.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00
W8	PIPE (PVC)(SCH 40)(4 IN)	65	LF	\$19.80	\$1,287.00	\$16.54	\$1,075.10	\$27.00	\$1,755.00	\$28.00	\$1,820.00	\$70.00	\$4,550.00	\$100.00	\$6,500.00
W9	WATER LINE LOWERING	4	EA	\$7,695.00	\$30,780.00	\$6,414.80	\$25,659.20	\$4,800.00	\$19,200.00	\$5,784.00	\$23,136.00	\$12,000.00	\$48,000.00	\$12,000.00	\$48,000.00
W10	CORROSION PROTECTION	2	EA	\$4,397.00	\$8,794.00	\$3,306.60	\$6,613.20	\$3,500.00	\$7,000.00	\$5,160.00	\$10,320.00	\$3,500.00	\$7,000.00	\$12,000.00	\$24,000.00
TOTAL:	BASE BID - ILLUMINATION IMPROVEMENTS				\$89,119.75		\$55,997.78		\$47,755.00		\$69,406.00		\$97,850.00		\$149,000.00
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
BASE BID - Erosion Control Improvements															
E1	INSTALL CONSTRUCTION ENTRANCE/EXIT	300	SY	\$15.35	\$4,605.00	\$30.08	\$9,024.00	\$18.00	\$5,400.00	\$35.00	\$10,500.00	\$25.00	\$7,500.00	\$80.00	\$24,000.00
E2	REMOVE CONSTRUCTION ENTRANCE/EXIT	300	SY	\$8.74	\$2,622.00	\$24.06	\$7,218.00	\$7.50	\$2,250.00	\$22.00	\$6,600.00	\$15.00	\$4,500.00	\$60.00	\$18,000.00
E3	INSTALL SILT FENCE	3,150	LF	\$1.45	\$4,567.50	\$1.49	\$4,693.50	\$2.00	\$6,300.00	\$2.00	\$6,300.00	\$2.00	\$6,300.00	\$4.00	\$12,600.00
E4	REMOVE SILT FENCE	3,150	LF	\$1.10	\$3,465.00	\$1.21	\$3,811.50	\$0.30	\$945.00	\$1.00	\$3,150.00	\$1.50	\$4,725.00	\$3.00	\$9,450.00
E5	INSTALL ROCK BERM	190	LF	\$21.70	\$4,123.00	\$33.11	\$6,290.90	\$51.00	\$9,690.00	\$34.00	\$6,460.00	\$35.00	\$6,650.00	\$90.00	\$17,100.00
E6	REMOVE ROCK BERM	190	LF	\$14.25	\$2,707.50	\$26.77	\$5,086.30	\$20.00	\$3,800.00	\$22.00	\$4,180.00	\$20.00	\$3,800.00	\$70.00	\$13,300.00
E7	INSTALL CURB INLET PROTECTION	220	LF	\$1.60	\$352.00	\$4.21	\$926.20	\$7.00	\$1,540.00	\$5.00	\$1,100.00	\$12.00	\$2,640.00	\$11.00	\$2,420.00
E8	REMOVE CURB INLET PROTECTION	220	LF	\$1.60	\$352.00	\$1.21	\$266.20	\$0.30	\$66.00	\$3.00	\$660.00	\$2.00	\$440.00	\$3.00	\$660.00
E9	SLOPE EROSION CONTROL MATERIAL	140	SY	\$5.50	\$770.00	\$2.41	\$337.40	\$7.50	\$1,050.00	\$23.00	\$3,220.00	\$30.00	\$4,200.00	\$3.00	\$420.00
TOTAL:	BASE BID - EROSION CONTROL IMPROVEMENTS				\$23,564.00		\$37,654.00		\$31,041.00		\$42,170.00		\$40,755.00		\$97,950.00
BASE BID SUMMARY															
				Texas Materials Group, Inc. (Texas Bit)		Pavecon Public Works, LP		Grod Construction, LLC		Urban Infraconstruction LLC		Jackson Construction, LTD		The Fain Group, Inc.	
BASE BID - PAVING IMPROVEMENTS					\$644,194.39		\$859,523.06		\$819,129.50		\$795,542.00		\$1,204,515.00		\$1,718,813.00
BASE BID - SIGNAGE AND PAVEMENT MARKING IMPROVEMENTS					\$87,170.20		\$91,993.43		\$91,516.50		\$75,736.50		\$130,052.00		\$255,363.00
BASE BID - STORM SEWER IMPROVEMENTS					\$442,020.40		\$294,511.51		\$302,116.00		\$387,529.00		\$455,960.00		\$641,480.00
BASE BID - ILLUMINATION IMPROVEMENTS					\$53,252.50		\$53,832.53		\$64,042.50		\$54,916.00		\$76,620.00		\$153,500.00
BASE BID - LANDSCAPE AND IRRIGATION IMPROVEMENTS					\$53,470.00		\$64,708.37		\$107,616.00		\$64,036.00		\$82,912.00		\$158,824.00
BASE BID - WATER AND WASTEWATER IMPROVEMENTS					\$89,119.75		\$55,997.78		\$47,755.00		\$69,406.00		\$97,850.00		\$149,000.00
BASE BID - EROSION CONTROL IMPROVEMENTS					\$23,564.00		\$37,654.00		\$31,041.00		\$42,170.00		\$40,755.00		\$97,950.00
TOTAL BASE BID					\$1,392,791.24		\$1,458,220.68		\$1,463,216.50		\$1,489,335.50		\$2,088,664.00		\$3,174,930.00
BID ALTERNATE A - STREET IMPROVEMENTS					\$60,013.94		\$49,737.61		\$80,826.00		\$67,205.00		\$73,538.00		\$16,296.00
TOTAL (BASE BID + BID ALTERNATE A)					\$1,452,805.18		\$1,507,958.29		\$1,544,042.50		\$1,556,540.50		\$2,162,202.00		\$3,191,226.00



March 19, 2020

Mr. Nathan Frohman, P.E.
Project Engineer
City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: McDonwell School at Westcoat Intersection Improvement Project
Bid No. ENG-2020-012

Dear Mr. Frohman:

On March 10, 2020 the City of Colleyville received six bids for the McDonwell School at Westcoat Drive Intersection Improvement project. The following bids were received:

Bidder	Base Bid Amount	Bid Alternate "A" Amount	Total Bid
Texas Materials Group, Inc. ("Texas Bit")	\$ 1,392,791.24	\$ 60,013.94	\$ 1,452,805.18
Pavecon Public Works, LP	\$ 1,458,220.68	\$ 49,737.61	\$ 1,507,958.29
GRod Construction, LLC	\$ 1,463,216.50	\$ 80,826.00	\$ 1,544,042.50
Urban Infraconstruction LLC	\$ 1,489,335.50	\$ 67,205.00	\$ 1,556,540.50
Jackson Construction, LTD	\$ 2,088,664.00	\$ 73,538.00	\$ 2,162,202.00
The Fain Group, Inc.	\$ 3,174,930.00	\$ 16,296.00	\$ 3,191,226.00

Kimley-Horn and Associates, Inc. has reviewed the lowest bidders' qualifications and has verified that the Contractor's bonding companies are licensed in the State of Texas. Based on these reviews, it appears that Texas Materials Group, Inc. ("Texas Bit") is the lowest responsive bidder and PaveCon Public Works, LP is the second lowest responsive bidder.

Enclosed is a copy of the Bid Tabulation for your reference. Thank you for the opportunity to be of service to the City of Colleyville. Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Jay VonAhsen, P.E.

CONSTRUCTION SERVICES AGREEMENT
McDonwell School Road at Westcoat Drive Roundabout

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Texas Materials Group, 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 McDonwell School Road at Westcoat Drive Roundabout (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-2020-012 ("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 MILLION FOUR HUNDRED AND FIFTY-TWO THOUSAND EIGHT HUNDRED AND FIVE AND 18/100 DOLLARS (\$1,452,805.18) ("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 total time for performance under this Agreement is One Hundred and Twenty (120) calendar days and shall be subject to the following:

- (1) Closure of the intersection shall not to exceed Eighty (80) calendar days within the above-stated time for performance; and

- (2) The 80 days of intersection closure shall be consecutive and shall occur between May 29, 2020 and August 17, 2020.

CONTRACTOR shall complete all work related to the Project on or before the 120th 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 \$5,000 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: Texas Materials Group, Inc.
Attn: Sam Davis
Vice President of Operations
PO Box 24131
Fort Worth, Texas 76124

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 April 7, 2020

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:March 19, 2020:v4.2019

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

CONTRACTOR
Texas Materials Group, Inc.

By: _____
Sam Davis
Vice President of Operations



A CRH COMPANY

420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

January 10, 2019

RE: 2018 Rule Changes to Form 1295

Beginning January 1, 2018 changes took effect concerning Form 1295. According to these changes a publicly traded business entity, including a wholly owned subsidiary of the business entity is exempt from the Form 1295 filing requirement.

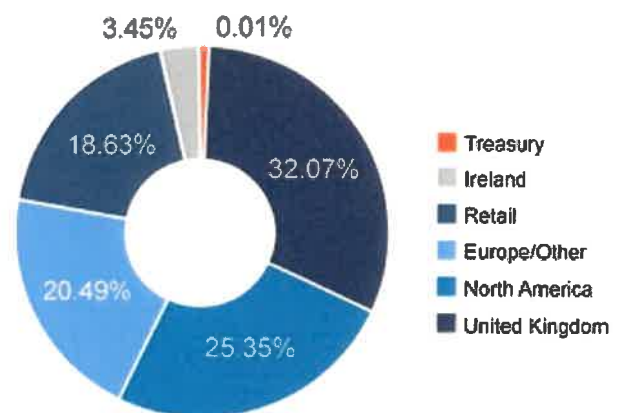
TexasBit is a part of Texas Materials Group, Inc., a member of the CRH family of companies that are wholly owned by CRH plc headquartered in Ireland.

CRH (LSE: CRH, ISE: CRG, NYSE: CRH) is a leading global diversified building materials group, employing 87,000 people at 3,800 operating locations in 31 countries worldwide.

A Fortune 500 company, CRH is a constituent member of the FTSE 100 index, the EURO STOXX 50 index and the ISEQ 20. CRH's American Depositary Shares are listed on the NYSE.

Best regards,

Chris Michael
Vice President & General Manager
TexasBit, a CRH company



Ownership of Ordinary Shares

Geographic Location ⁽¹⁾	Number of shares held '000s	% of total
United Kingdom	269,047	32.07%
North America	312,792	25.35%
Europe/Other	175,900	20.49%
Retail	156,257	18.63%
Ireland	28,988	3.45%
Treasury	54	0.01%
	838,958	100%

⁽¹⁾ This represents a best estimate of the number of shares controlled by fund managers resident in the geographic regions indicated. Private shareholders are classified as retail above.

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

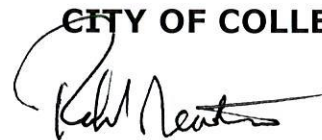
AND IT IS SO RESOLVED.

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

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

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 2g
Type Resolution
Department Engineering

Agenda Date 4/7/2020

Number

Title

Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters of Glade Road Phase 2, as well as providing additional Right-of-Way/Easement Coordination, and Construction Phase Services, in an amount not to exceed \$61,300.00, and authorizing the City Manager to execute the amendment

Strategic Plan

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

Explanation

Reading and Public Hearing

This item is for the consideration and approval of an amendment to increase the existing Professional Services Agreement with TranSystems, by \$61,300.00, for the purpose of addressing supplemental design, as well as providing additional Right-of-Way/Easement Coordination, and Construction Phase Services.

The supplemental design consists of additional pedestrian elements throughout the corridor, replacement of damaged wastewater line near Montclair, revising pavement design from Bedford Road to Riverwalk Drive to incorporate concrete pavement, and several miscellaneous design revisions.

Based on the bids received, the construction cost for the Glade Road Phase 2 (SH26 to Pool Road) Project is \$14,273,642.05.

Financial Impact

Funding for this design is available in the Tax Increment Financing (TIF) fund. Prior to this amendment, the cost for the design of the Glade Road Phase 2 (SH 26 to Pool Road) Project was \$1,098,067.40. If approved, this would increase the design contract by \$61,300.00, for a total not to exceed design cost of \$1,159,367.40.

Recommendation

Approve

Attachments

- 1. Glade Road Phase 2 Presentation Amendment #4

2. Glade Road Contract Amendment #4
3. Resolution R-15-3940
4. Resolution R-17-4124
5. Resolution R-17-4137
6. Resolution R-19-4356
7. Resolution R-19-4420

2g. Glade Road Phase 2 Amendment #4

This item is for the consideration and approval of an amendment to increase the existing Professional Services Agreement with TranSystems, for the purpose of addressing supplemental design on the Glade Road (SH 26 to Pool Road) Project.

- If approved, this would increase the design contract by \$61,300.00



2g. Glade Road Phase 2 Amendment #4

Glade Road - TranSystems Fee Summary					
Task Description	Original Authorization	Amendment #1	Amendment #2	Amendment #3	Amendment #4
<u>Original Design Services</u>					
Phase 2 Design	\$ 576,224.00	\$ -	\$ -	\$ -	\$ -
Phase 3 Design	\$ 431,778.00	\$ (380,673.14)	\$ -	\$ -	\$ -
Phase 4 Design	\$ 425,475.00	\$ (375,586.39)	\$ -	\$ -	\$ -
Expenses	\$ 7,462.00	\$ -	\$ -	\$ -	\$ -
<u>Amendment #1 Supplemental Work</u>					
Phase 2 Alternatives	\$ -	\$ 130,139.12	\$ -	\$ -	\$ -
Phase 1A Plans	\$ -	\$ 48,646.81	\$ -	\$ -	\$ -
Finalize Phase 1B Plans	\$ -	\$ 19,980.00	\$ -	\$ -	\$ -
Bransford Roundabout Revision	\$ -	\$ 18,905.00	\$ -	\$ -	\$ -
Add Fiber Duct Bank - Ph 1A	\$ -	\$ 2,535.00	\$ -	\$ -	\$ -
Add Fiber Duct Bank - Ph 1B	\$ -	\$ 4,855.00	\$ -	\$ -	\$ -
Add Fiber Duct Bank - Ph 2	\$ -	\$ 7,390.00	\$ -	\$ -	\$ -
Additional Phase 1 ROW support	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
<u>Amendment #2 Supplemental Work</u>					
Add 12" Water Line Design - Ph 2	\$ -	\$ -	\$ 34,555.00	\$ -	\$ -
<u>Amendment #3 Supplemental Work</u>					
Add Environmental Services (for Federal Funding) - Ph 2	\$ -	\$ -	\$ -	\$ 39,482.00	\$ -
Add Plans Split (for Federal Funding) - Ph 2	\$ -	\$ -	\$ -	\$ 81,900.00	\$ -
<u>Amendment #4 Supplemental Work</u>					
Additional Project Management - Ph 2	\$ -	\$ -	\$ -	\$ -	\$ 18,750.00
Additional Phase 2 ROW support	\$ -	\$ -	\$ -	\$ -	\$ 9,220.00
Design Revisions - Ph 2	\$ -	\$ -	\$ -	\$ -	\$ 16,830.00
Additional Construction Phase Services - Ph 2	\$ -	\$ -	\$ -	\$ -	\$ 16,500.00
Authorization Total	\$ 1,440,939.00	\$ (498,808.60)	\$ 34,555.00	\$ 121,382.00	\$ 61,300.00
Project Total Fee	\$ 1,440,939.00	\$ 942,130.40	\$ 976,685.40	\$ 1,098,067.40	\$ 1,159,367.40

AMENDMENT AGREEMENT #4

This fourth amendment to the Agreement to Perform Engineering Design Services for Improvements to Glade Road (“Amendment Agreement #4”) is entered by and between the **City of Colleyville, Texas** (“City”) and **TranSystems Corporation Consultants** (“Consultant”) as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for Improvements to Glade Road Phases 2, 3 and 4, effective December 15, 2015, (the “Agreement”), as amended on June 6, 2017, (“Amendment Agreement”), on February 22, 2019, (“Amendment Agreement #2”); and on September 17, 2019, (“Amendment Agreement #3”); and

WHEREAS, City and Consultant 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 Consultant agree as follows:

1. Exhibit A of the Agreement, as previously amended (scope of services), is hereby amended to incorporate the supplemental project scope attached hereto and incorporated herein as Exhibit A to this Amendment Agreement #4.
2. Section 5.1.1 of the Agreement, as previously amended (entitled “Consultant’s Compensation”), is hereby amended to provide for a new total not-to-exceed amount of One Million One Hundred Fifty-Nine Thousand Three Hundred Sixty-Seven Dollars and Forty Cents (\$1,159,367.40).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Amendment Agreement #4 shall be deemed effective on the date it has been signed by the authorized representatives of City and Consultant (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on _____.

City of Colleyville, Texas

By: _____
Jerry Duway, City Manager

SIGNED AND AGREED by Consultant on _____.

**TranSystems Corporation dba TranSystems
Corporation Consultants**

By: _____

Name: _____

Title: _____

EXHIBIT A

Contract Amendment #4
Supplemental Project Scope

(attached)



TranSystems
Bank of America Building
500 West 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817 339 8950
Fax 817 336 2247

www.transystems.com

March 30, 2020

Nathan Frohman, P.E.
Project Engineer – City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Glade Road Ph. 2 – Supplemental Fee Request

Dear Nathan:

TranSystems is submitting this supplemental fee request for services related project management, right-of-way/easement coordination, design revisions, and record drawings. This request is due to the project schedule being extended, changes in City staff over the course of the project, and additional service requested.

Proposed Scope of Services

See attached Exhibit A for proposed scope of services.

Proposed Fee:

See attached Exhibit B for proposed fee summary.

• Project Management.....	\$18,750.00
• Right-of-Way/Easement Coordination	\$9,220.00
• Design revisions	\$16,830.00
• <u>Construction Phase Service.....</u>	<u>\$16,500.00</u>
Not to Exceed Fee.....	\$61,300.00

If you should have any questions, please feel free to contact me at 817-334-4430.

Sincerely,
TranSystems Corporation Consultants

Chad Gartner, P.E.
Vice President

EXHIBIT A
TranSystems Scope of Services
Glade Road Project Phase 2, Colleyville Texas

Glade Road Phase 2 project limits are from SH 26 to Pool Rd. Services provided in this supplemental include:

Project Management

- Monthly Invoicing and Status Reports
- Additional coordination with City staff due extended project schedule and changes in City staff
- Additional QA/QC

Right-of-Way/Easement Coordination – Additional effort required for:

- Prepare additional exhibits for property owners
- Design revisions per property owner negotiations

Design Revisions – Final design plans were revised to include:

- Addition of Pedestrian Signals at Riverwalk Roundabout
- Addition Mid-block crosswalk near Senior Center
- Replacement of sanitary sewer line at Montclair
- Split quantities per TIFF funding requirements
- Addition of pedestrian rail at Parcel 143
- Revise pavement type from asphalt to concrete - STA. 96+25 to STA. 101+75
- Addition of easement tracking spread sheet to plan set
- Miscellaneous design revisions
- Quantities & Cost Estimate Revisions per Design Revisions

Construction Phase Services – Additional Construction Phase Services will be provided as follows:

- Prepare Record Drawings

EXHIBIT B
Glade Road Phase 2 - Finalize Bluebonnet Plans, Bad Phase Services & Construction Phase Services
City of Colleyville, Texas

ESTIMATE OF HOURS AND FEE ESTIMATE
3/26/2020

	E4	E3	E2	E1	T5	T4	T3	T2	T1	A3	Total Hours	Labor Subtotals	Non-Labor Subtotals	Task Totals
	\$250.00	\$175.00	\$150.00	\$110.00	\$175.00	\$140.00	\$115.00	\$105.00	\$75.00	\$75.00				
100 - PROJECT MANAGEMENT														
102 Invoicing and Status Reports	6									6	12	\$ 1,950.00		
103 Extended project schedule and coordination with City staff	24		36								60	\$ 11,400.00		
104 QA/QC	12	12									24	\$ 5,100.00	\$ 300.00	
	42	12	36	0	0	0	0	0	0	6	96	\$ 18,450.00	\$ 300.00	\$ 18,750.00
300 - RIGHT-OF-WAY/EASEMENT COORDINATION														
301 Prepare additional exhibits for property owners	2		4			16					22	\$ 3,340.00		
302 Design revisions per property owner negotiations	2		8			16	16				42	\$ 5,780.00		
304 Direct Reimbursibles													\$ 100.00	
	4	0	12	0	0	32	16	0	0	0	64	\$ 9,120.00	\$ 100.00	\$ 9,220.00
200 - DESIGN REVISIONS														
201 Design Revisions											0	\$ -		
Addition of Pedestrian Signals at Riverwalk Roundabout	1		8				16				25	\$ 3,290.00		
Addition Mid-block crosswalk near Senior Center	1		8				16				25	\$ 3,290.00		
Replacement of sanitary sewer line at Montclair			4				4				8	\$ 1,060.00		
Split quantities per TIFF funding requirements			4				8				12	\$ 1,520.00		
Addition of pedestrian rail at Parcel 143			2				4				6	\$ 760.00		
Revise pavement type from asphalt to concrete - STA. 96+25 to STA. 101+75			2				2				4	\$ 530.00		
Addition of easement tracking spread sheet to plan set			1				8				9	\$ 1,070.00		
Miscellaneous design revisions	1	2					2				5	\$ 830.00		
202 Quantities & Cost Estimate Revisions per Design Revisions	1	2	8	16			8				35	\$ 4,480.00		
205 Direct Reimbursibles														
	4	4	37	16	0	0	68	0	0	0	129	\$ 16,830.00	\$ -	\$ 16,830.00
												\$ -		
1500 - CONSTRUCTION PHASE SERVICES														
1504 Prepare Record Drawing	2		16	40			80				138	\$ 16,500.00		
1504 Direct Reimbursibles													\$ -	
Total Hours for TranSystems (1500 Series)	2	0	16	40	0	0	80	0	0	0	138	\$ 16,500.00	\$ -	\$ 16,500.00
Totals for TranSystems	6	4	53	56	0	0	148	0	0	0	427	\$ 60,900.00	\$ 400.00	\$ 61,300.00
													Total	\$ 61,300.00

RESOLUTION R-15-3940

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH TRANSYSTEMS, INC., FOR THE DESIGN OF THE IMPROVEMENTS TO GLADE ROAD, INCLUDING PHASES 2, 3, AND 4, IN AN AMOUNT NOT TO EXCEED \$1,440,939, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

- WHEREAS,** on February 19, 2013, the Colleyville City Council approved Resolution R-13-3597, authorizing the city manager to negotiate an Engineering Services Agreement with TranSystems, Inc., to develop a preliminary design for improvements to Glade Road from Heritage Avenue to the western city limits; and
- WHEREAS,** on July 15, 2014, the Colleyville City Council approved Resolution R-14-3766 approving an agreement with TranSystems, Inc. for the final design of Glade Road Project, Phase 1, the section between Bransford Road and Manning Drive; and
- WHEREAS,** the Colleyville City Council adopted Resolution R-15-3907 on September 15, 2015, which adopted the Five-Year Capital Improvement Program, which includes the design of Glade Road Phases 2, 3, and 4 in Fiscal Year 2016; and
- WHEREAS,** the Colleyville City Council seeks to move forward with the design of Glade Road Phases 2, 3, and 4; and
- WHEREAS,** the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and
- WHEREAS,** all legal prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act.

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

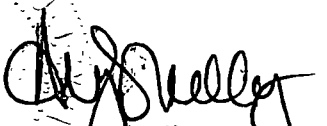
- Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the Colleyville City Council approves the Engineering Services Agreement with TranSystems, Inc., attached as Exhibit "A", for the design of the improvements to Glade Road, Phases 2, 3, and 4, in an amount not to exceed \$1,440,939, and authorizes the city manager to execute the agreement.

AND IT IS SO RESOLVED.

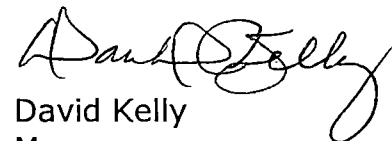
APPROVED BY A VOTE OF 6 AYES, 1 NAYS, AND 0 ABSTENTIONS ON THIS THE 15TH DAY OF DECEMBER 2015.

ATTEST



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

RESOLUTION R-17-4124

A RESOLUTION APPROVING THE DESIGN OF THE GLADE ROAD PROJECT, PHASE 2, OPTION 4

- WHEREAS,** the Colleyville City Council is committed to the best interests of the health, safety, and welfare of the citizens of Colleyville; and
- WHEREAS,** the Colleyville City Council adopted Resolution R-15-3940 on December 15, 2015, approving an agreement with TranSystems, Inc. for the design of Glade Road, Phases 2, 3, and 4; and
- WHEREAS,** the Colleyville City Council has conducted numerous worksessions, open to the public, to assess and improve upon the design of the Glade Road Project; and
- WHEREAS,** the Colleyville City Council seeks to move forward with a revised design of Glade Road Phase 2; and
- WHEREAS,** the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and
- WHEREAS,** all legal prerequisites for the approval of this resolution have been met, 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 above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT TranSystems, Inc. is hereby directed to move forward with the design of Glade Road, Phase 2, Option 4, attached as Exhibit "A", and Exhibit "B", which will provide for an estimated construction cost reduction of \$291,141, in comparison to construction costs associated with the original design.
- Sec. 3. THAT City staff will bring forward at a later date, an amendment to the contract to accommodate the design of Phase 2, Option 4.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS
THE 2ND DAY OF MAY 2017.

Mayor Richard Newton
Place 1, Tammy Nakamura
Place 2, Bobby Lindamood
Place 4, Jody Short

Aye
Aye
Aye
Aye

Mayor Pro Tem Chris Putnam
Place 5, Nancy Coplen
Place 6, Mike Taylor

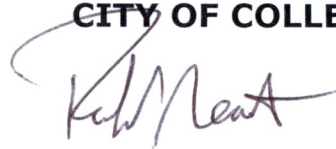
Aye
Aye
Aye

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Exhibit "A"

Page 1 of 3

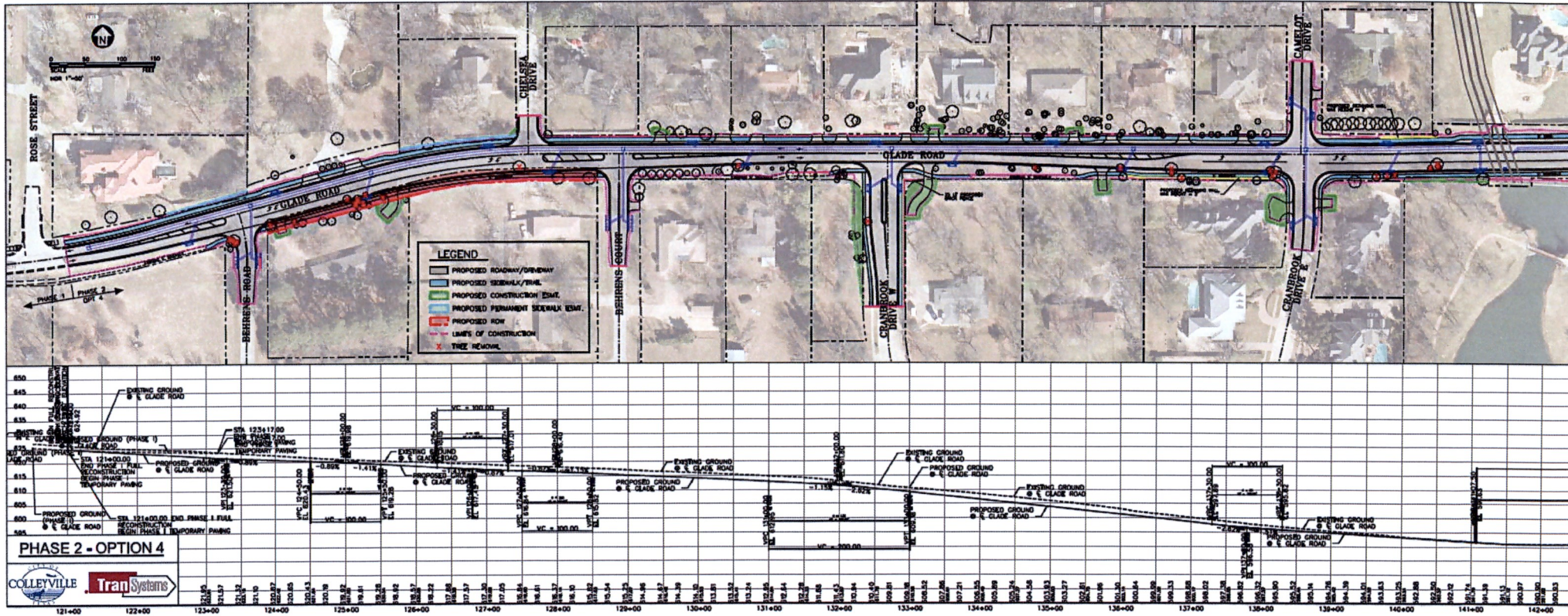


Exhibit "A"

Page 2 of 3

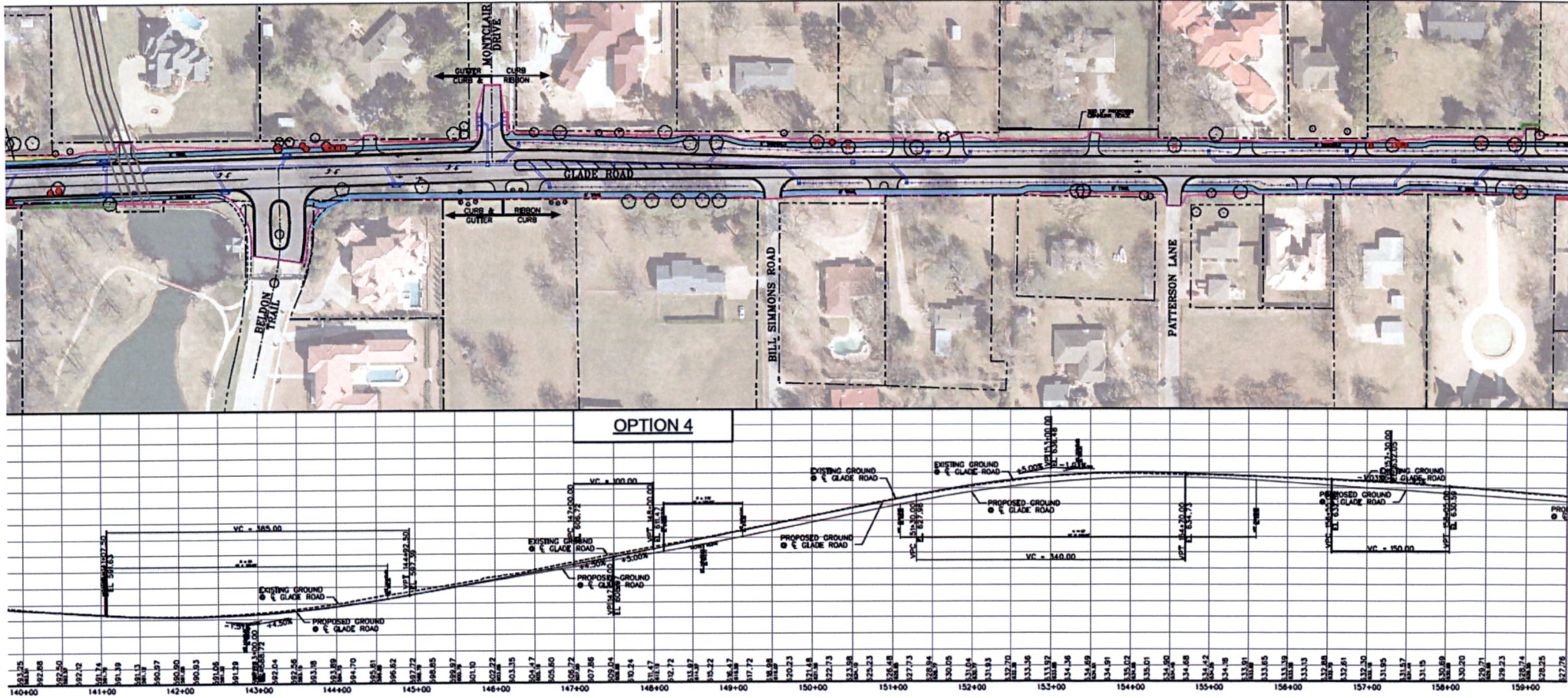


Exhibit "A"
Page 3 of 3

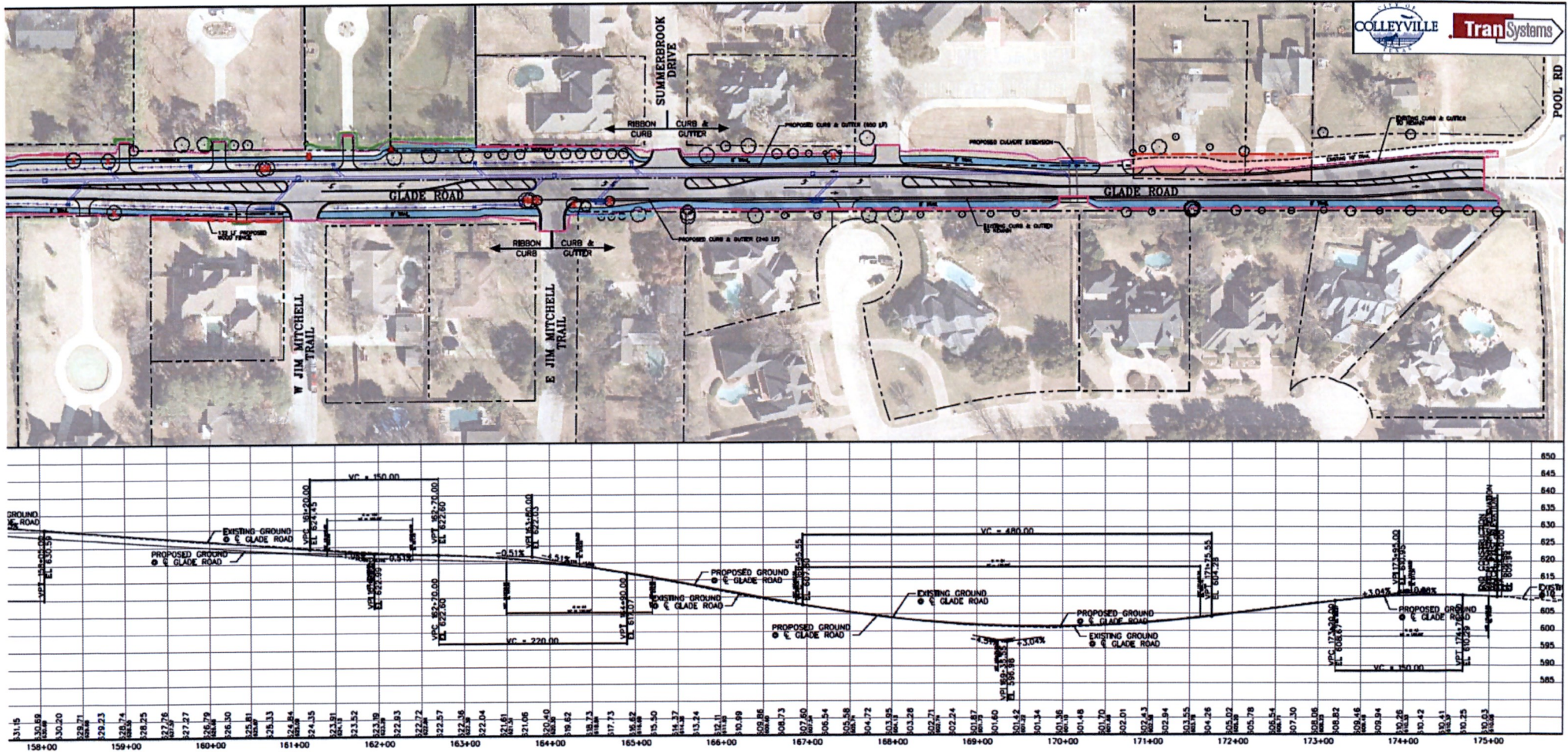


EXHIBIT "B"



April 17, 2017 Glade Road Worksession

- Phase 1 Update
- Interim Maintenance
- Information Requested
- Additional Analysis
 - Comparison Chart
 - Base Option
 - Alternate Option 1
 - Alternate Option 2
 - Alternate Option 3
 - Alternate Option 4
 - Alternate Option 5
 - Alternate Option 6
- Updated Cost Estimates
- City Council Direction

Options Considered

Base Option

- Curb and gutters with turn lanes, trail on the north side and sidewalk on the south

Alternate Option 1

- Ribbon curb with roadside ditches, no turn lanes, sidewalk on the north side from Montclair Street to Pool Road only, and a trail on the south

Alternate Option 2

- Option 1 with the addition of grate inlet along with the roadside ditches (storm drainage)

Alternate Option 3

- Option 2 with the addition of left turn lanes

Alternate Option 4

- A combination of two options. The Base Option for Rose to Montclair and Alternate Option 3 for Montclair to Pool Road

Alternate Option 5

- Pavement reclamation with the addition of ribbon curbs and additional grading, limited pedestrian facilities (sidewalk from Behrens Road to Behrens Court, this creates a continuous sidewalk on the south side of Glade Road)

Alternate Option 6

- Pavement reclamation only, no additional pedestrian facilities

Comparison Chart Glade Road Phase 2 Options

EXHIBIT "B"



	Tree Removals		ROW / Easements Needed			Drainage Features			Paving Features			Cost		Summary	
	Trees Removed Less than 6" or in Poor Condition	Trees Removed Greater than 6" or in Fair/Good Condition	ROW Parcels Needed	Permanent Esmts Needed	Temporary Esmts Needed	Ditches Only	Ditches with Storm Drain	Storm Drain Only	Ribbon Curb	Curb & Gutter	Left Turn Lanes	Construction Cost	ROW/Esmt Cost	Summary	Difference from Base Option
Base Option Curb & Center 10' Trail on North & 5' Sidewalk on the South	13	36	5	2	18			X		X	X	\$4,592,419	\$215,740	\$4,808,158	\$0
Option 1 Pavement Reclamation Roadside Ditches & Driveway Culverts	31	101	19	7	17	X			X			\$3,308,733	\$478,918	\$3,787,652	-\$1,020,507
Option 2 Pavement Reclamation Roadside Swales & Cree Inlets	26	36	13	3	13		X		X			\$3,220,391	\$263,217	\$3,483,608	-\$1,324,550
Option 3 Option 2 + Left Turn Lanes	32	74	14	3	20		X		X		X	\$3,506,508	\$280,952	\$3,787,460	-\$1,020,698
Option 4 Base Option (free - Montclair) Option 3 (Montclair - pool)	18	43	5	4	19		X	X	X	X	X	\$4,295,864	\$222,153	\$4,518,017	-\$290,141
Option 5 Pavement Reclamation with Ribbon Curb Added & Necessary Grading	12	14	4	0	0	X	X		X			\$1,995,147	\$157,151	\$2,152,298	-\$2,655,860
Option 6 Pavement Reclamation	0	0	0	0	0	X						\$1,344,141	\$0	\$1,344,141	-\$3,464,017

EXHIBIT "B"



Phase 2 - Alternate Option 4

- Rose Street to Montclair Drive
 - Concrete curb and gutters with underground storm drainage system
 - Left turn lanes
 - Trail on the north
 - Sidewalk on the south
- Montclair Drive to Pool Road
 - Ribbon curb with drainage swales with grate inlets and underground storm drainage
 - Left turn lanes
 - Trail on the south
 - Sidewalk on the north

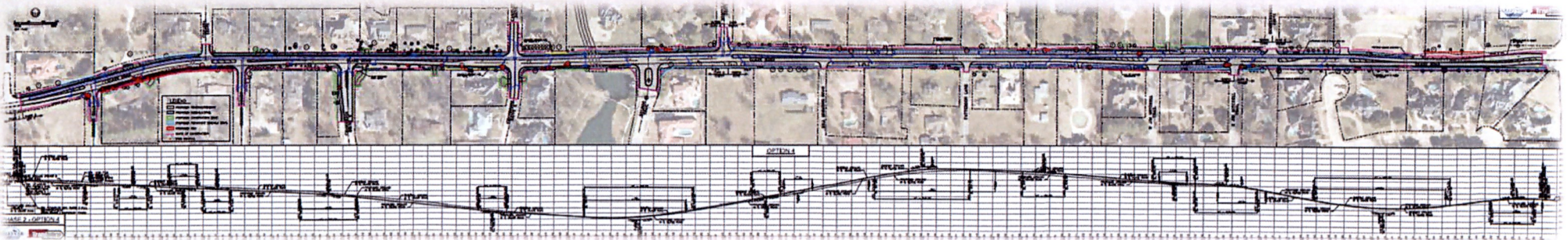
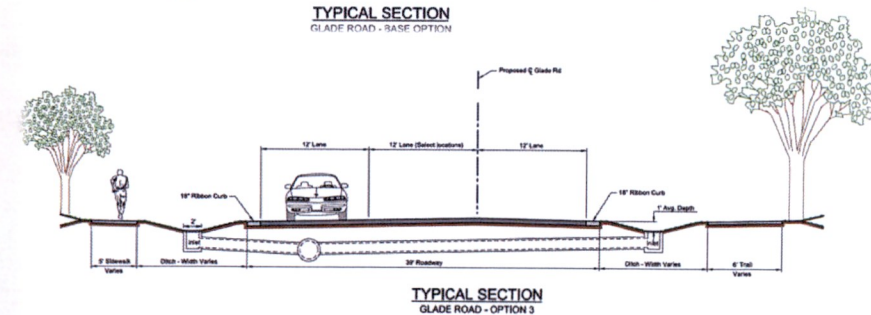
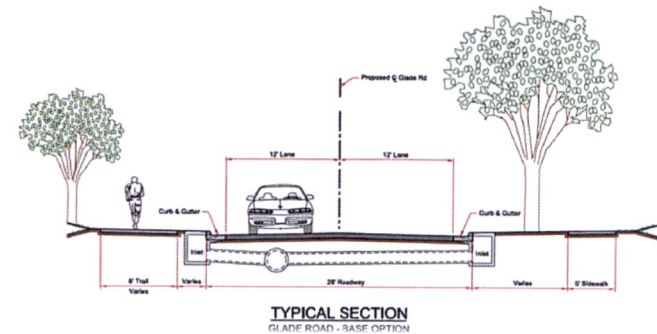


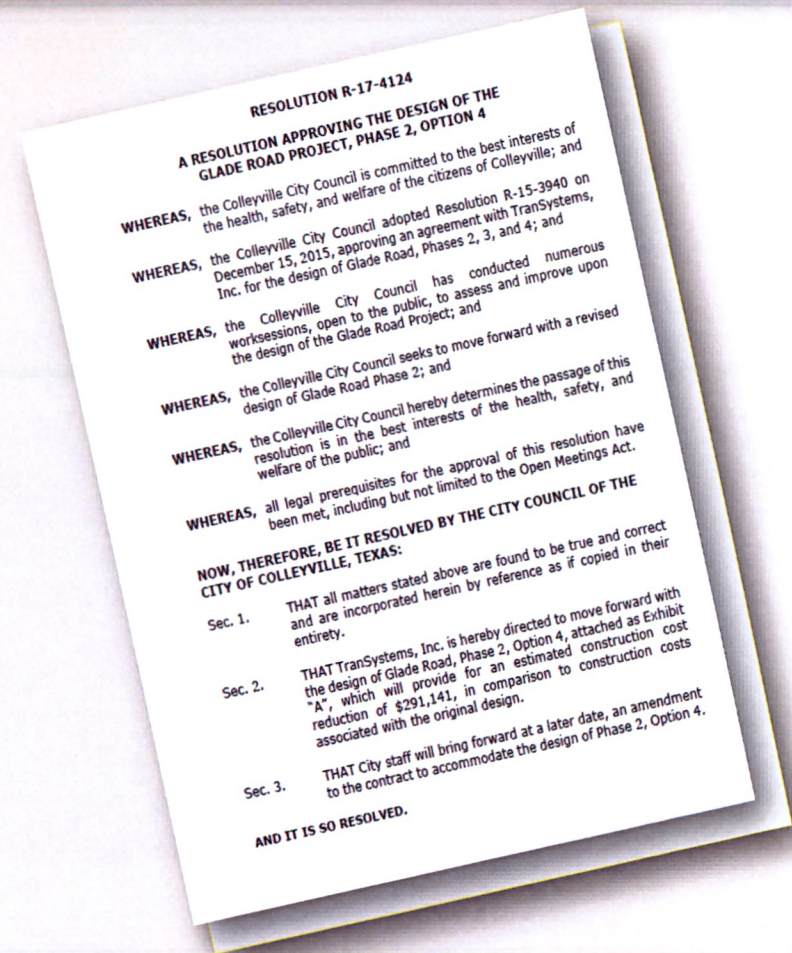
EXHIBIT "B"



The proposed resolution establishes:

- City Council has conducted numerous worksessions, open to the public, to assess and improve upon the design of the Glade Road Project;
- Colleyville City Council seeks to move forward with a revised design of Glade Road Phase 2;

The proposed resolution provides direction to staff by directing TranSystems to move forward with the design of Glade Road, Phase 2, Option 4.



RESOLUTION R-17-4137

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSYSTEMS, INC., FOR THE DESIGN OF THE IMPROVEMENTS TO GLADE ROAD, INCLUDING PHASES 2, 3, AND 4, AND AMENDING THE DESIGN PARAMETERS OF PHASE 2

WHEREAS, the Colleyville City Council is committed to the best interests of the health, safety, and welfare of the citizens of Colleyville; and

WHEREAS, the Colleyville City Council adopted Resolution R-15-3940 on December 15, 2015, approving an agreement with TranSystems, Inc. for the design of Glade Road, Phases 2, 3, and 4; and

WHEREAS, the Colleyville City Council adopted Resolution R-17-4124 on May 2, 2017, directing TranSystems, Inc., to proceed with the design of Glade Road, Phase 2, Option 4; and

WHEREAS, the Colleyville City Council has conducted numerous worksessions, open to the public, to assess and improve upon the design of the Glade Road Project; and

WHEREAS, the Colleyville City Council seeks to move forward with a revised design of Glade Road and amend the design parameters of Phase 2; and

WHEREAS, the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all legal prerequisites for the approval of this resolution have been met, 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 above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT City Council hereby approves the design contract amendment agreement shown as Exhibit "A", which will

eliminate the final design of Phases 3 and 4, and will address the supplemental work that has previously been requested by the City Council.

Sec. 3. THAT the city manager is hereby authorized to execute the design contract amendment agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 6TH DAY OF JUNE 2017.

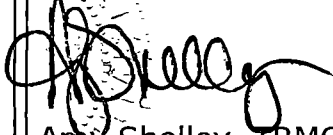
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 4, George Dodson
Place 6, Mike Taylor

Aye
Aye
Aye
Aye

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

Aye
Aye
Aye

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Exhibit "A"

AMENDMENT AGREEMENT

The Agreement to Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 dated the 15th day of December 2015, entered into between TranSystems Corporation dba TranSystems Corporation Consultants as the Consultant and City of Colleyville, Texas as the Client, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Exhibit A - Eliminate Phase 3 – Pool Road to Heritage Avenue as define in Exhibit A (Page 1 of 8). Contract reduction of \$380,673.14
1. Exhibit A - Eliminate Phase 4 - Western City Limits to Branford Road as define in Exhibit A (Page 2 of 8). Contract reduction of \$375,586.39
2. Exhibit A - Add Phase 2 Alternative development and analysis. Develop six alternates, analyze impacts and develop opinion of probable costs. Contract addition of \$130,139.12
3. Exhibit A - Add development of two bid packages for Phase 1. Contract addition of \$68,626.81
4. Exhibit A - Add revise design of Glade Road/Bransford Road intersection. Contract addition of \$18,905.00
5. Exhibit A - Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road. Contract addition of \$14,780.00
6. Exhibit A - Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team. Contract addition of \$25,000.00
7. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of **\$942,130.40**. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of _____ 2017.

CITY OF COLLEYVILLE, TEXAS

TRANSYSTEMS CORPORATION dba
TRANSYSTEMS CORPORATION CONSULTANTS

By: _____

By: _____

RESOLUTION R-19-4356

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 19, 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 February 5, 2019
 - b. Approval of the minutes of the regular City Council meeting of January 22, 2019
 - c. Approval of the minutes of the regular City Council meeting of January 15, 2019
 - d. Approval of the minutes of the regular City Council meeting of December 18, 2018
 - e. Approval of an Interlocal Agreement for the traffic signal at Heritage and Cheek-Sparger Road, and authorizing the City Manager to execute the agreement
 - f. Approval of an amendment to the Professional Services Agreement with TranSystems, Inc., increasing the contract \$34,555.00 from \$942,130.40 to an amount not to exceed \$976,685.40 for the design of the improvements to Glade Road, amending the design parameters of Phase 2, addressing supplemental work to include the design of a 12-inch water line from Thompson Terrace to Pool Road, and authorizing the City Manager to execute the amendment agreement

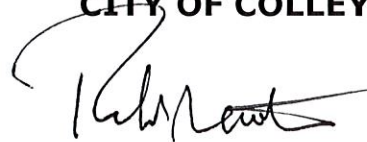
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS ON THIS THE 19TH DAY OF FEBRUARY 2019.

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

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

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

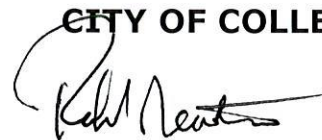
AND IT IS SO RESOLVED.

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

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

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3a

Agenda Date 4/7/2020

Number Ordinance O-20-2111

Type Ordinance

Department Community Development

Title

Consideration of a zoning change request from the AG Agricultural district to the CC-1 Village Retail district on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-001

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading & Public Hearing

Several concerns were raised during the public hearing regarding drainage, screening, and above ground improvements. The item was tabled at the March 3, 2020 meeting in order for additional meetings to be held to determine the appropriate measures to resolve these concerns.

First Reading & Public Hearing

Robert Reeves, on behalf of Bluebonnet Hills Funeral Home and Cemetery, submitted a request for a zoning change from AG Agricultural to CC-1 Village Retail zoning and a request for a Special Use Permit (SUP) for 'Cemeteries or Mausoleums' at 5713 Colleyville Boulevard. The applicant recently began making improvements for the expansion of the cemetery use to their eastern boundary.

Existing Zoning and Development Conditions. The eastern 25.69 acres of the overall property is zoned AG Agricultural. The applicant is expanding the cemetery use into the remaining undeveloped area. According to the Land Development Code, a cemetery use requires an SUP approval with a commercial zoning district.

Surrounding Properties. The property to the west is part of the Bluebonnet Hills cemetery use and is zoned CC-1 Village Retail with an SUP for the cemetery use. The adjacent property to the north is zoned CC-2 Shopping Center and is developed as the Bob Moore Sports Center. The adjacent property to the east is zoned PUD-R Planned Unit Development-Residential and is developed as a single-family residential subdivision, Broughton Addition.

Master Plan. The Future Land Use Map designates this property for Institutional use. The use of the property as a cemetery or mausoleum complies with the designation

with the approval of an SUP.

Analysis. The Bluebonnet Hills Cemetery has been in operation on the subject property since 1953. The recent expansion into the far eastern portion of the property has uncovered the zoning deficiency. The approval of the zoning change and associated SUP will allow for the expansion and operation of the cemetery use.

In 2018, Bluebonnet Hills Cemetery attempted to rezone the property and obtain an SUP. During this time the case was tabled by the Planning and Zoning Commission as there were several concerns they wanted addressed. The item was ultimately withdrawn to allow for the applicant to work with the adjacent neighborhoods and address their concerns. These concerns included the following:

- Improvements to the ditch along the eastern boundary – maybe needs to be cleaned out or improved;
- Better silt fencing or measures to control erosion;
- Drainage – to include information on the planned detention pond area;
- Working with the Broughton neighborhood to clean out the pond due to increased erosion from the cemetery site;
- Indicating a distance/buffer area from the grave sites to the eastern property line;
- Remedy to eliminate the spoils yard;
- Appropriate fencing and landscaping along Hall-Johnson Road.

As part of any SUP, conditions may be imposed to ensure compatibility and harmony with surrounding properties. This may include specific regulations pertaining to landscaping and fencing along street frontages and/or along property lines adjacent to residential development. A substantial tree line currently exists along the eastern boundary.

The applicant has been working with the Broughton Homeowners Association and the Stone Crest Estates Homeowners Association since 2018. They suggest numerous beneficial conditions as stated in their Statement of Planning Objectives, which is included as an exhibit with the ordinances, and are as follows:

1. Grave site spoils are to be stored in the cemetery's maintenance area.
2. No grave site or cemetery improvement shall be closer than 25 feet to the east property line with the exception of drainage improvements and landscaping.
3. A minimum of 25 Nellie R. Stevens Holly shrubs shall be planted within the 25 foot setback area.
4. A minimum of 55 #7 size Texas Privet shall be planted within the 25 foot setback area.
5. A minimum 3 foot ornamental iron/tubular fence shall be constructed along Hall-Johnson Road.
6. A minimum 3 foot shrub row shall be planted along Hall Johnson Road.
7. Drainage and swale/channel improvements shall be made along the eastern

property line and within the Broughton Addition.

Public Notification. Staff notified property owners within 500 feet of the subject property regarding this request and notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received no correspondence regarding this request to date.

Staff Recommendation. Staff recommends approval. The applicant is requesting the zoning change and associated SUP so that the expansion and operation of the cemetery use can be in compliance with the Land Development Code.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval with the added SUP condition that no private mausoleums/crypts shall be allowed within 100 feet of Hall-Johnson Road at their February 10, 2020 meeting by a vote of 5-0.

Financial Impact

There is no fiscal impact to the City of Colleyville.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Zoning Exhibit
6. Site Plan
7. Landscape Plan
8. Topographic Survey
9. Drainage Plan
10. Proposed View of Site Frontage Exhibit
11. Community Agreements
12. Notification Map
13. Notification List
14. Property Owner Notification
15. Ordinance O-20-2111

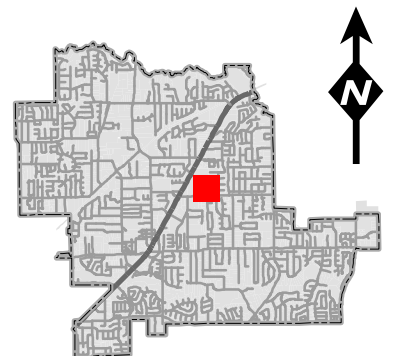
Aerial Map



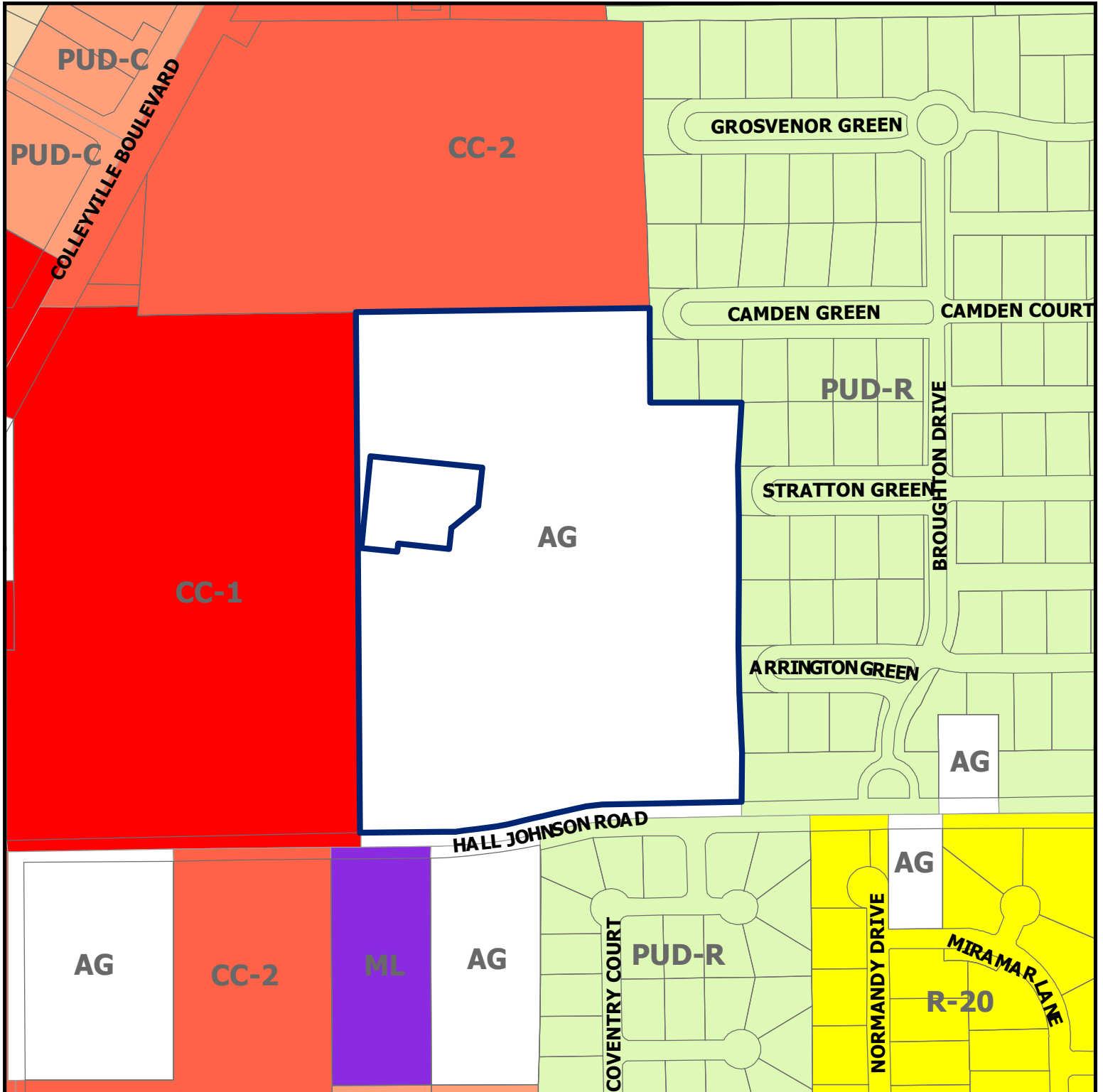
ZC20-001
5713 Colleyville Blvd

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

 Subject Property



Zoning Map



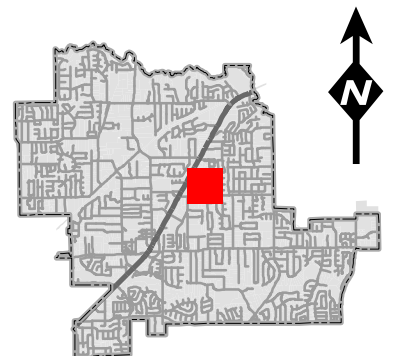
ZC20-001
5713 Colleyville Blvd

DISCLAIMER:

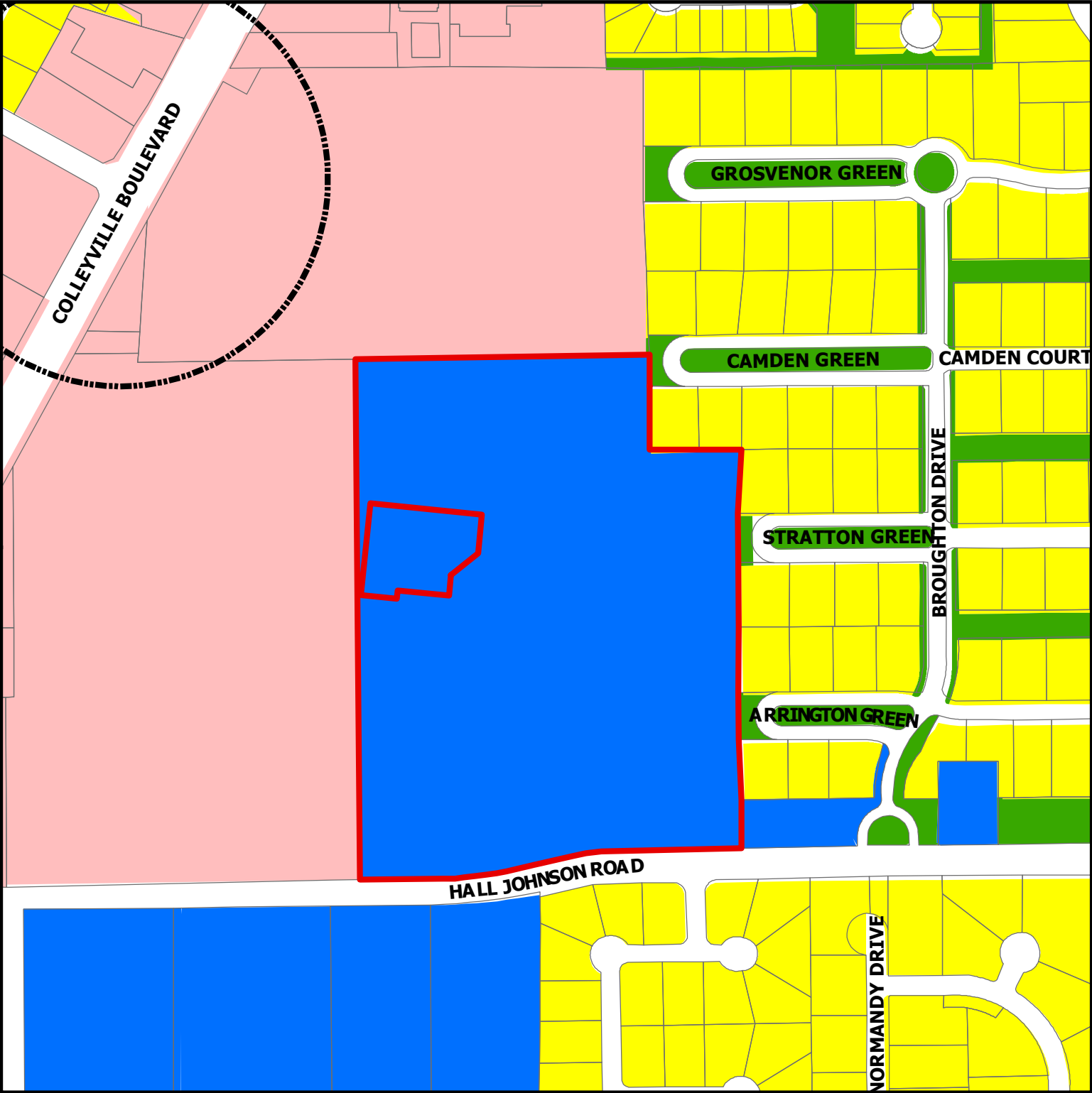
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



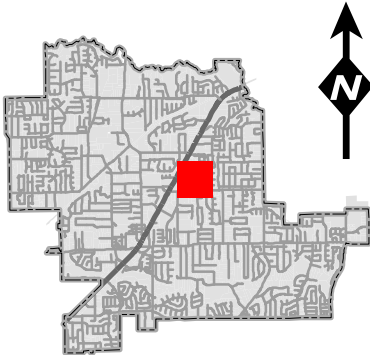
Future Land Use Map



DISCLAIMER:
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ZC20-001
5713 Colleyville Blvd

-  Subject Property
-  Sales Tax Preferred Intersection
-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  Open Space; Parks



Statement of Planning Objectives

Statement of Objectives
Bluebonnet Hills Funeral Home and Memorial Park
5725 Colleyville Blvd. Colleyville, Texas 76034
January 13, 2020

This a request by Bluebonnet Hills Funeral Home and Memorial Park to rezone a 25.69 acre tract from an AG District to a CC-1 Village Retail District with a Specific Use Permit for cemeteries and mausoleums.

Background:

Bluebonnet Hills has been operating a funeral home and cemetery at this location since 1953. In the Spring of 2018, it began to expand gravesites into the far eastern portion of the cemetery when a zoning deficiency was discovered. This area is zoned AG and a zoning change was necessary to develop gravesites in this area. The approval of the zoning change and associate SUP would allow for the expansion and operation of the cemetery use. Therefore, Bluebonnet Hills filed an application for a zoning change, which was later denied on 6/11/18 based on the Planning and Zoning Commission concerns and opposition from adjacent residential property owners.

Response to neighbors:

Over the last eighteen months, Bluebonnet Hills has been working with the Broughton Homeowners Association, Stone Crest Estates Homeowners Association, and adjacent homeowners. Bluebonnet Hills has reached an agreement with the Broughton Homeowners Association, Exhibit C and anticipates reaching an agreement with the Stone Crest Estates Homeowners Association, Exhibit D. Based on these agreements and discussion with adjacent properties, this request for a Specific Use Permit is subject to the following conditions:

1) All undeveloped cemetery areas will be sodded with a ground cover and maintained in a healthy growing conditions by providing adequate water, fertilizer, or other necessary maintenance, Exhibit A.

2) Excess grave site spoils will be temporarily stored in the cemetery's maintenance area and periodically moved off site.

3) Sediment and debris located in the existing swale along the east property will be removed within three months from the passage of the ordinance approving the zoning. Great care will be taken to protect trees along the east and north property lines during this maintenance effort. Bluebonnet Hills agrees to replace any trees damaged during this process and agrees to maintain the existing swale as necessary unless the City of Colleyville requires an alternate process.

4) Bluebonnet Hills will contribute \$32,000.00 plus taxes and an additional \$4,000.00 for cost overage toward the dredging of the existing retention pond located in the common area of the

Statement of Planning Objectives

Broughton subdivision subject the provisions found in the agreement between Bluebonnet Hills and Broughton HOA, Exhibit C.

5) Bluebonnet Hills will construct a new concrete swale parallel to the existing swale extending from the northeast corner of the site to the inlet into Broughton's retention pond, Exhibits E & F.

6) Drainage from the cul-de-sac located near the northeast corner of the site will be redirected into the new concrete swale to minimize water discharges into the residential street.

7) Necessary regrading directing drainage from or parallel to the eastern property line toward the southeastern corner of the site will be initiated. Submittal of final engineering plans and required permits for drainage and swale design must be submitted to the City of Colleyville within three months from passage of the ordinance approving the zoning and construction must begin with begin with six months from City of approval for the plans and permits or a later date as determined by the City of Colleyville, Exhibits E & F.

8) All future site development must comply with City of Colleyville drainage and erosion control regulations in effect at the time of future site development.

9) A twenty-five-foot setback will be provided along the east property line, Exhibits B & G.

10) Landscaping shall be consistent with the Master Plan, Exhibit B, subject to the following provisions.

a) Plant a minimum of 25 Nellie R. Stevens Holly shrubs in the 25-foot setback area. Initially, shrubs will be 6 feet high and can mature up to 20 feet in height with a 15-foot spread.

b) Plant a minimum of 55 #7 size Texas Privet in the 25-foot setback as show on the Master Plant. The Texas Privet will mature to a height of 10 feet with an 8-foot spread.

c) Final plant location will be determined in the field in consultation with the Broughton HOA and planted within nine months of passage of the zoning ordinance or as directed by the City of Colleyville based on the optimum planting seasons.

d) Tree planting in the proposed cemetery use areas shall match tree patterns in the developed cemetery areas.

e) Bluebonnet Hills agrees to landscape the entire boarder backing up to Broughton property with a consistent landscaping plan as outlined above. Dead trees or shrubs will be replaced in accordance with the landscaping plan shown on the Master Plan, Exhibit B.

f) All planting will be irrigated.

Statement of Planning Objectives

11) Bluebonnet Hills will construct a minimum, 3-foot high ornamental iron/tubular fence along Hall Johnson Road as shown in the Master Plan, Exhibit B. The existing chain-link fence will be replaced with the new fence.

12) Bluebonnet Hills will plant a solid 3-foot high shrub row along Hall Johnson as shown on Exhibits B and H. The shrubs will be planted within three months from the passage of the rezoning ordinance or during optimum planting season, whichever is less time. The shrubs will be maintained at a height of 3 feet.

13) Bluebonnet Hills will plant evergreen trees as grave sites are developed consistent with the current tree coverage. All trees and plants will be irrigated and will be replaced on a timely basis if they should die.

Conclusion:

Bluebonnet Hills appreciates the time that neighbors spent working with it to reach an agreement and respectfully request the support of the Planning and Zoning Commission and City Council.

Zoning Exhibit



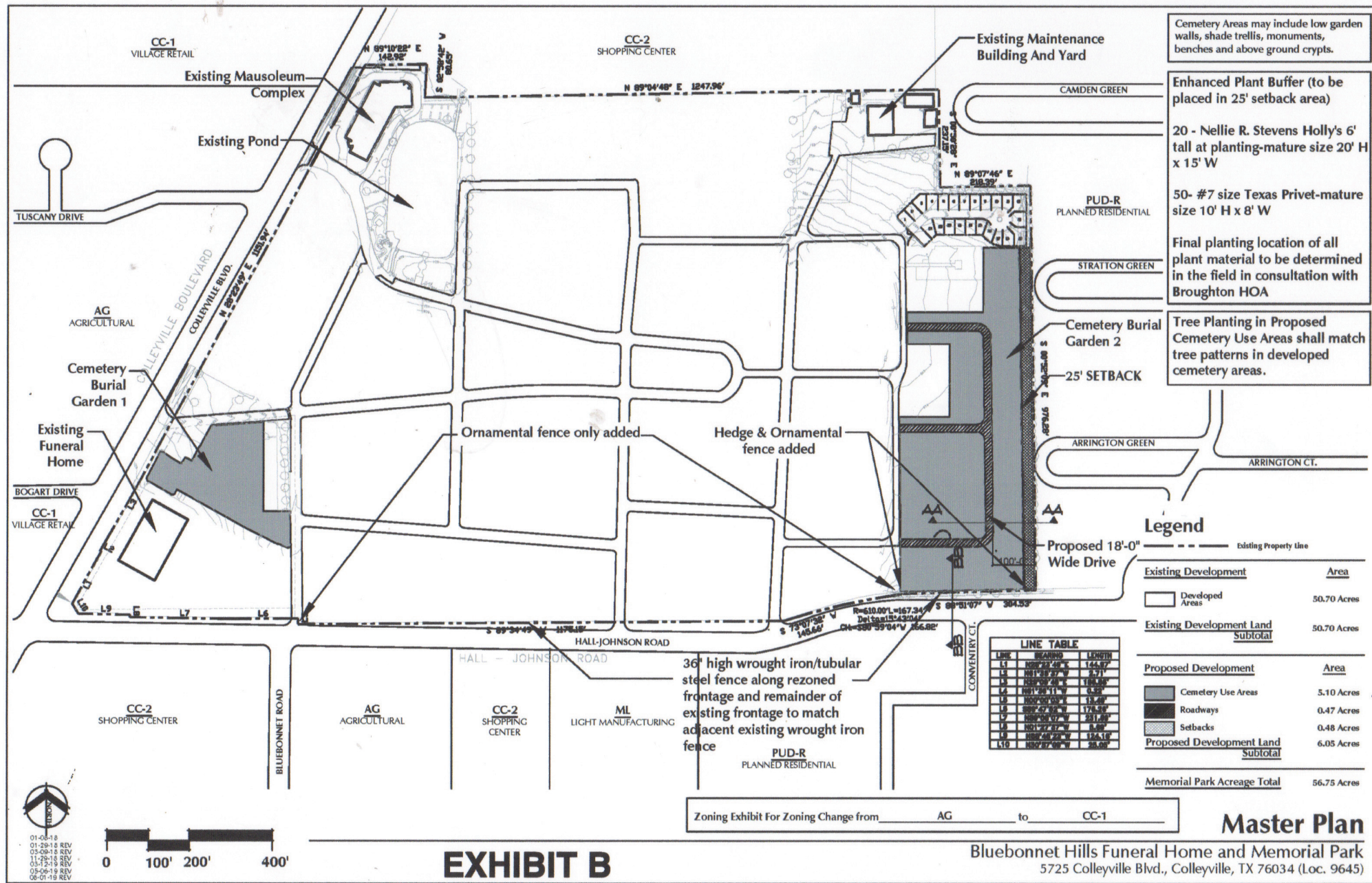
Zoning Exhibit



Zoning Exhibit



Site Plan



Landscape Plan

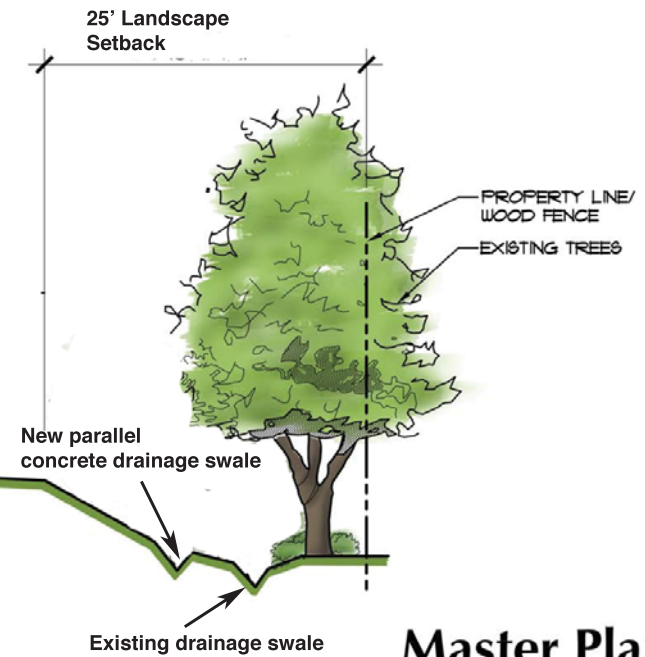
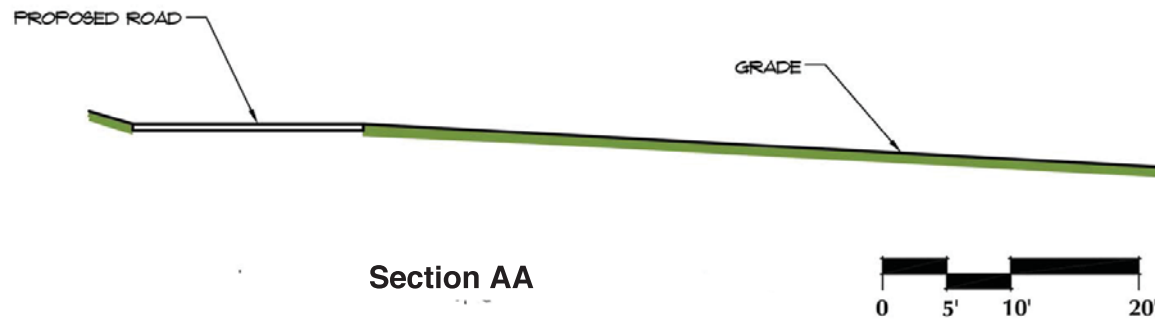
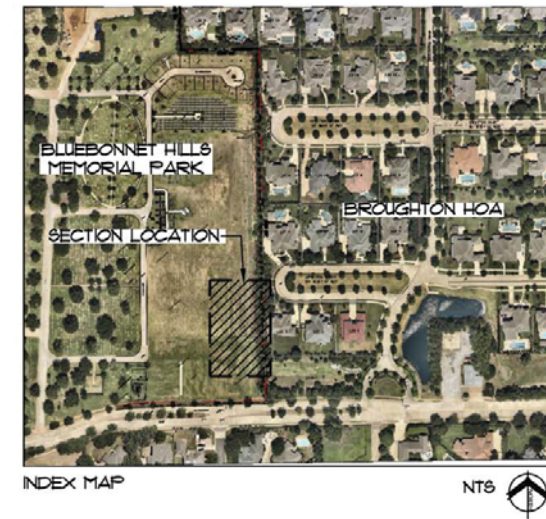
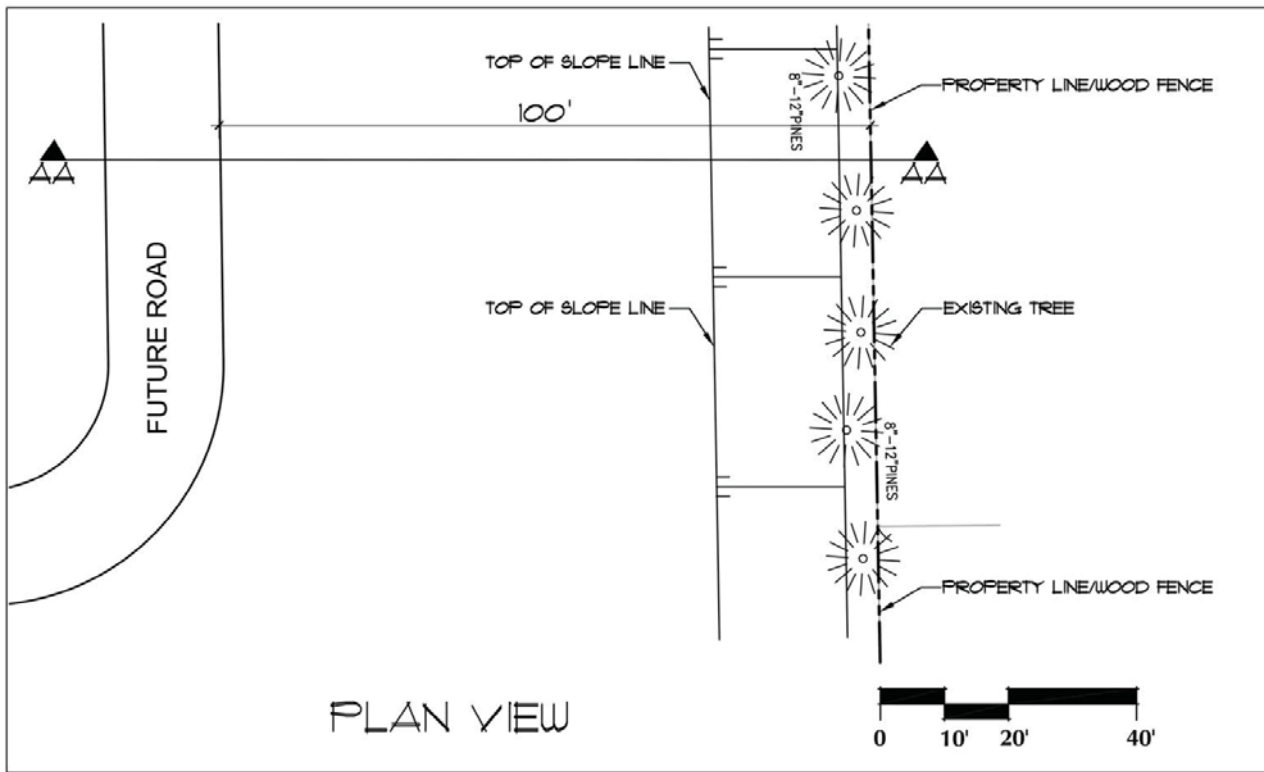


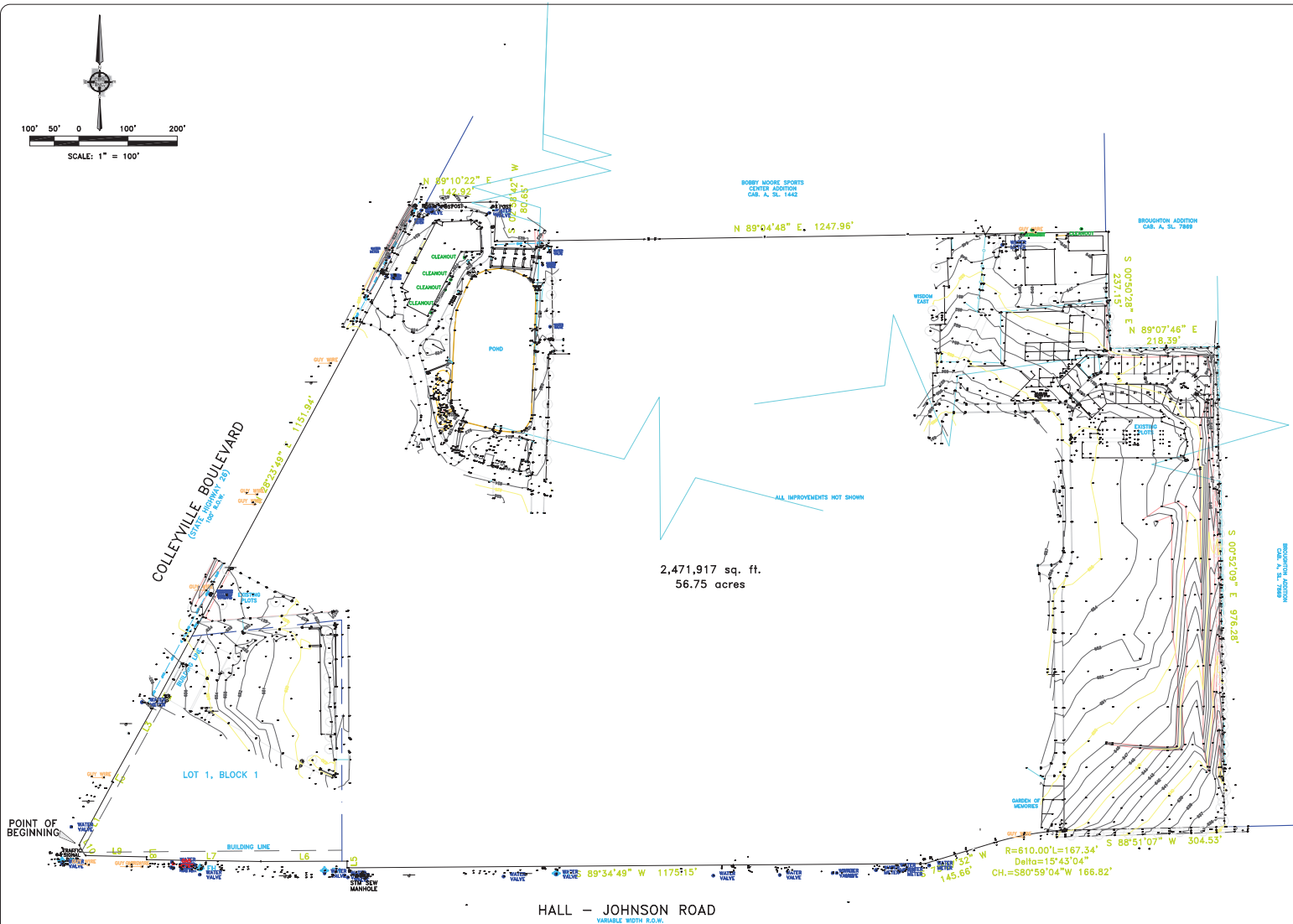
EXHIBIT G

Master Plan

Bluebonnet Hills Funeral Home and Memorial Park
5725 Colleyville Blvd., Colleyville, TX 76034 (Loc. 9645)

11/27/18

Topographic Survey



LINE	BEARING	LENGTH
L1	N28°23'49"E	144.97'
L2	N61°36'37"W	2.71'
L3	N29°09'45"E	186.86'
L4	N61°36'11"W	0.22'
L5	N00°00'03"E	13.49'
L6	S89°47'52"W	176.26'
L7	N89°06'07"W	231.69'
L8	N01°27'37"W	5.69'
L9	N88°46'23"W	124.16'
L10	N30°57'09"W	25.05'

NOTES:
1) BEARINGS, EASEMENTS AND BUILDING LINES ARE BY
RECORDED PLAT UNLESS OTHERWISE NOTED.

2) BENCHMARK LOCATION:
BM-84: 2" BRASS CAP IN NE CORNER OF A 6"x6" DROP
INLET LOCATED 284' SOUTH OF THE CL OF BOGART & IN
THE EAST ROW OF HALL JOHNSON. ELEV.=632.72'

G:\ALL LOGOS\811 logo.jpg

REVISIONS		
DATE	BY	NOTES

NOTE: According to the F.I.R.M. in Map No. 48439C0095 K, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

ACCEPTED BY: _____

Bryan Connally
Registered Professional Land Surveyor No. 5513

The undersigned Registered Professional Land Surveyor (Bryan Connolly) hereby certifies to SCI Cementary Services, (a) this survey and the property description set forth hereon were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the monumentation shown hereon is correct; (d) the Surveyor is not responsible for any other parties and/or for other purposes shall be at User's own risk and any loss resulting from their use shall not be the responsibility of the undersigned. The plat hereon is a correct and complete representation of the type of monumentation as indicated; location of any type of boundary shown and EXCEPT AS SHOWN, all improvements are located within the boundaries of the land parcels indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 5th day of May, 2014

SURVEYOR'S CERTIFICATE

Surveying, Inc.
14100 Rd. Suite 230
Dallas, Texas 75228
9485 F 214-349-2216
No. 10168800
www.cogswell.com

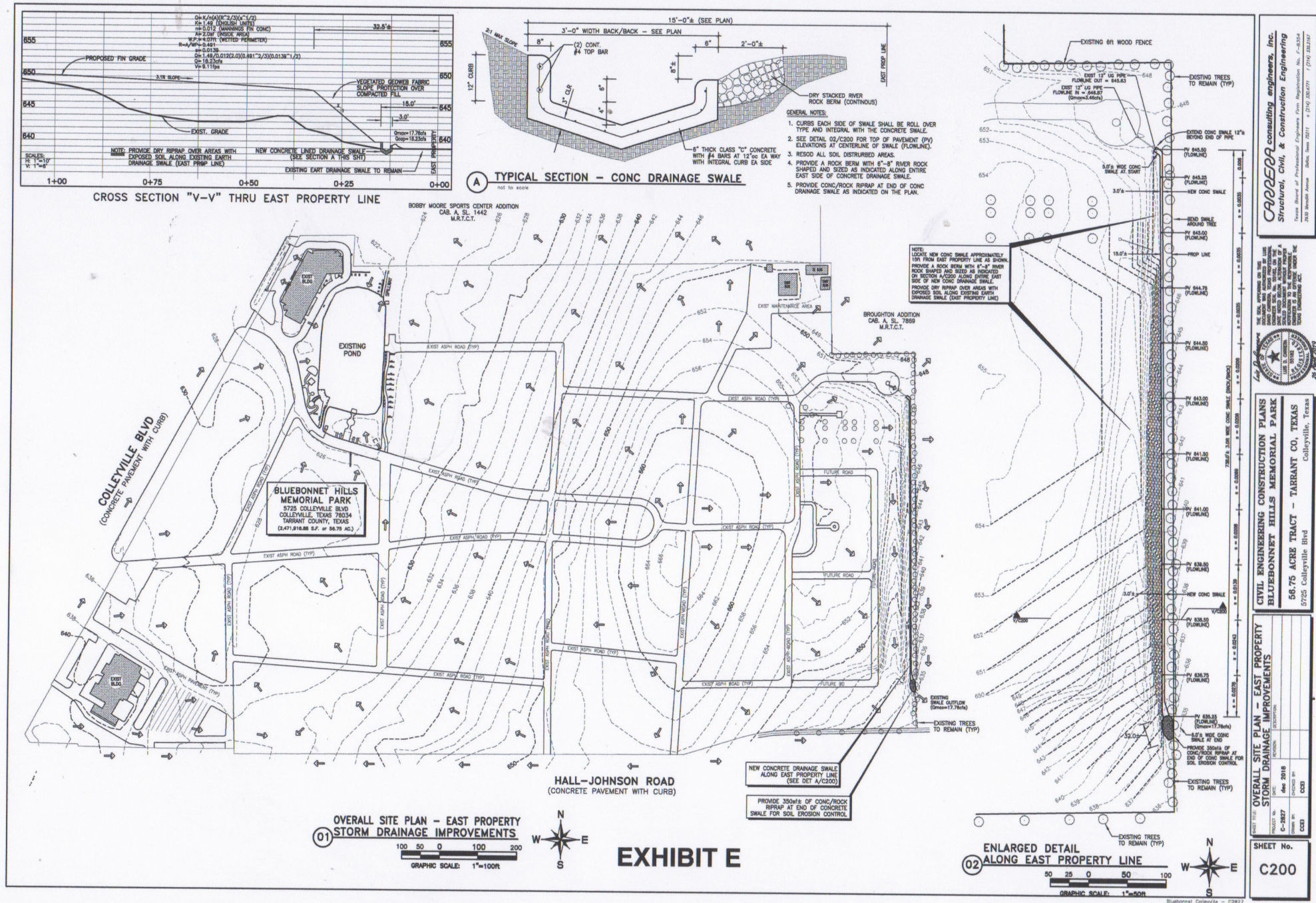
TOPOGRAPHIC SURVEY
J. BYAS SURVEY, ABSTRACT NO. 180 AND
N. LONEY SURVEY, ABSTRACT NO. 937
CITY OF COLLEVILLE, TARRANT COUNTY, TEXAS

DB	NO.	G.F. NO.	DRAWN
AC40485			R.G.

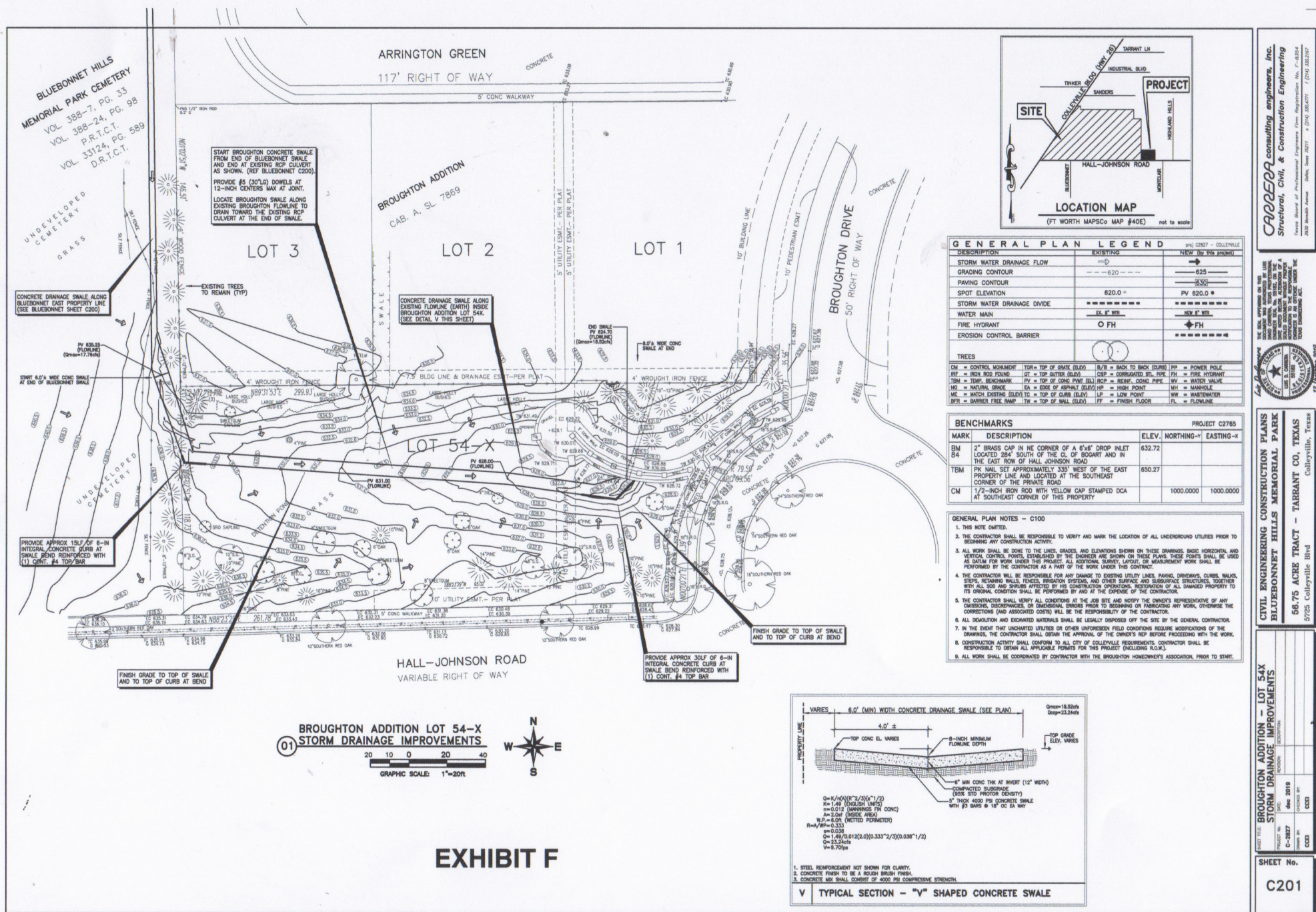
5725 COLLEVILLE BOULEVARD

001-s-CTOBluebonnet HB: Memoir at Park-96451ZZ Survey and Table Reports\Survey\14-022 Master Plan\2014_06_11 Updated Survey\ACAD-1404085.dwg, 12/21/2016 4:47:12 PM, Adobe PDF, ARCH D, 1:1

Drainage Plan



Drainage Plan



Proposed View of Site Frontage Exhibit



Existing view of Bluebonnet Hills site frontage at Hall Johnson Road



Proposed view of Bluebonnet Hills site frontage at Hall Johnson Road

EXHIBIT H



Community Agreements

EXHIBIT C

Broughton

Maintenance Association, Inc. (BMA)

Letter in Support of Bluebonnet Hill's Special Use Permit

August 21, 2019

Re. Bluebonnet Hills Special Use Permit & Broughton Maintenance Association's Support

To whom it may concern,

Since the beginning of 2018, the Broughton Maintenance Association, Inc. (Broughton's Homeowners Association, BMA) has been diligently working with Bluebonnet Hills to make sure that any zoning request from a AG District to a CC-1 District with a Specific Use Permit for cemeteries or mausoleums submitted to the City of Colleyville addresses our concerns as a community.

As a Board, we have personally met with many of our homeowners to make sure all of their issues were addressed.

Bluebonnet Hills has made our community a proposal that we feel addresses all of those issues and concerns. Therefore, we agreed to that proposal and we wanted to communicate to the City of Colleyville that we are in support of a CC-1 District and a Specific Use Permit for cemeteries and mausoleums for the following reasons:

In their proposal, Bluebonnet Hills addresses our two primary concerns brought forth by our Board and by our homeowners:

1. First, it addresses the issue of water runoff, erosion control, and drainage. The proposed plans aims to eliminate a major problem that has been affecting homeowners which is drainage and run-off from Bluebonnet Hills.
2. Second, it addresses the issue of appearance, land-scaping, and set-back. As a community, our homeowners were concerned about what impact any special use permit would have on the homes that are along the property line. We are obviously also concerned, in general, by the appearance of property that is in our community. We feel the proposed plans addresses those concerns. There is a plan to make sure there is a set-back from the property line, sufficient landscaping to build a natural-looking property buffer, as well as general improvements to the property that will make Bluebonnet Hills more aesthetically pleasing to look at.

In addition to those two concerns above, Bluebonnet Hills is also making a good faith commitment to our neighborhood to make sure that our pond gets dredged due to run-off from their property.

If you have any questions regarding this letter, please let us know. In addition, if you need a representative of our Board to speak at any meeting or to speak to one of the City members, please let us know. Thank you for your time

Community Agreements

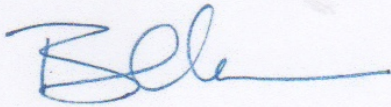
Broughton

Maintenance Association, Inc. (BMA)

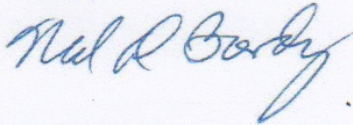
Signed,

The Broughton Maintenance Association, Inc. Board of Directors

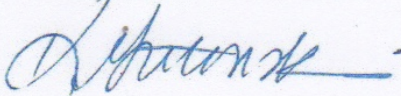
Bryan Hoeller, Board Member



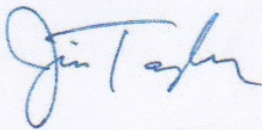
Neal Bondy, Board Member



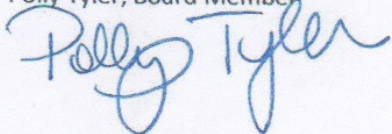
Kerri Gutowski, Board Member



Jim Taylor, Board Member



Polly Tyler, Board Member



Community Agreements

Proposed Agreement Between Bluebonnet Hills Funeral Home and Memorial Park and Broughton Homeowners Association

August 5, 2019

Background:

S.E. Texas Funeral Service, Inc. d/b/a Bluebonnet Hills Funeral Home and Memorial Park ("Bluebonnet Hills") desires to rezone 25.69 acres of its property located at 5713 Colleyville Road, Tract 2B and 2B02, Abstract 180 in the J. L. Byas Survey from AG Agricultural District to a CC-1 Village Retail District with a Special Use Permit (SUP) for Cemeteries or Mausoleums. It is the desire of Bluebonnet Hills Funeral Home and Cemetery and Broughton Homeowners Association to reach an agreement between both parties in order for the Broughton Homeowners Association to support the rezoning request.

I. Bluebonnet Hills Funeral Home and Memorial Park agrees to the following:

a) Removal of Sedimentation located in the Broughton Subdivision Retention Pond:

Bluebonnet Hills will contribute \$32,200.00* plus tax (if applicable) toward the dredging of the existing retention pond located in the common area of the Broughton subdivision near the subdivision entrance on Hall Johnson Road. Bluebonnet Hills will also agree to pay, if necessary, up to an additional \$4,000 for cost overages.

- The dredging will be done by a third-party contractor hired by the Broughton Homeowners Association.
- Upon BMA'S fulfillment of their obligations under Section II (a) and (b) below, the funds will be placed in a third-party escrow account within 30 days of fulfillment of those obligations by BMA, as a good faith assurance of Bluebonnet's commitment to Broughton Homeowners.
- The work will be completed within 60 days of the zoning board's decision on Bluebonnet's 2019 rezoning bid contingent solely on BMA fulfilling their obligations under Section II (a) and (b) below.
- The funds will be released on a draw schedule outlined in the invoice to the Broughton Homeowners Association to pay the third-party contractor upon presentation to the trustee of the third-party escrow account of the progress and final invoice for the dredging work.
- Copies of all invoices will be provided to Bluebonnet Hills.

b) Drainage:

Historically, the runoff from Bluebonnet Hills was designed by the Broughton developer to drain through the subdivision to the basins near the Broughton entryway. In order to minimize and better control runoff into the subdivision, the following measures will be implemented subject to City of Colleyville approval of the drainage plans:

- 1) Remove sediment and debris from the existing swale located along the east property line within three months form the passage of the ordinance approving the zoning, subject to the City's approval. Bluebonnet Hills may retain a third-party to remove sediment and debris from the existing swale along the east property line. Take great care to protect existing trees located on

Community Agreements

cemetery property along the eastern and northern property line during this maintenance effort. Bluebonnet Hills agrees to replace any trees damaged during this process. Continue to maintain this swale periodically and as necessary to minimize sediment buildup unless the City of Colleyville requires an alternate process.

2) A new concrete swale will be constructed by a third-party contractor hired by Bluebonnet Hills parallel to the existing swale to provide additional collection of runoff from Bluebonnet Hills subject to the attached exhibit entitled "Overall Site Plan-East Property Storm Drainage Improvements". In addition, this new concrete swale will be constructed to run all the way to the inlet pipe that feeds directly to the pond in Broughton to minimize future erosion and issues with run-off. This exhibit will be included in the rezoning application. Required permit(s) must be submitted to the City of Colleyville within three months from the passage of the ordinance approving the zoning. Construction must begin within three months from the City of Colleyville approval of required permits(s).

3) In order to reduce the water flow into both swales, part of the undeveloped portion of the cemetery site will be regraded by a third-party contractor hired by Bluebonnet Hills directing the waterway from or parallel to the property line toward the southeast corner of the site into the existing greenbelt consistent with the original Broughton subdivision drainage plans, which flows into the Broughton subdivision retention pond. A schematic drainage plan is included in the attached exhibit entitled "Overall Site Plan-East Property Storm Drainage Improvements" and will be included as an exhibit in the zoning request. A final drainage plan and required permit(s) must be submitted within three months from the passage of the ordinance approving the zoning. Regrading must begin within six months from City approval of the final drainage plan and required permit(s), or a later date as determined by the City of Colleyville.

4) Bluebonnet Hills will hire a third-party contractor to modify the drainage from the cul-de-sac, located near the northeast corner of the site, to redirect and minimize water discharges in the residential street. A schematic design will be included in the rezoning application. Final engineering plans, if required, must be submitted to the City of Colleyville within three months from the passage of the ordinance approving the zoning, and construction must begin within six months from staff approval of the engineering plans unless modified by the City of Colleyville at a later date.

5) Bluebonnet Hills will take great care to reduce any unnecessary runoff to existing homeowners during the construction and regrading process. In addition, the drainage plan must be designed with that same goal in mind – reduce unnecessary runoff to existing homeowners.

c) Erosion Control: (Also refer to the drainage improvement section above.)

1) All undeveloped cemetery areas will be sodded with a ground cover and maintained in a healthy growing condition by providing adequate water, fertilizer, or other necessary maintenance.

2) All future site development must comply with City of Colleyville drainage and erosion control regulations in effect at the time of future site development.

3) Excess grave site spoils will be temporarily stored in the cemetery's maintenance area and periodically moved off site.

d) Setback:

Community Agreements

Cemetery plots and interments are prohibited within a 25-foot setback from the east property line as shown on the Master Plan.

e) Landscaping:

1) Plant a minimum of 25 Nellie R. Stevens Holly shrubs in the 25-foot setback area as shown on the Master Plan. Initially, shrubs will be 6 feet high and can mature up to 20 feet high with a 15-foot spread. Planting will include irrigation.

2) Plant a minimum of 55 #7 size Texas Privet in the 25-foot setback as shown on the Master Plan. The Texas Privets can mature up to a height of 10 feet with an 8-foot spread. Planting will include irrigation.

3) Final plant location will be determined in the field in consultation with the Broughton HOA and planted within nine months of passage of the ordinance or as directed by the City of Colleyville based on the optimum planting seasons.

4) Tree planting in the proposed cemetery use areas shall match tree patterns in the developed cemetery areas.

5) Bluebonnet Hills agrees to landscape the entire boarder backing up to Boughton property with a consistent landscaping plan as outlined above, including areas not included in the re-zoning proposal. Any existing dead trees or shrubs will be replaced according to the plan.

f) Hall Johnson Road:

Bluebonnet Hills agrees to retain a third-party contractor to construct a minimum 3-foot high ornamental/tubular iron fence will be constructed along Hall Johnson Road from the existing cemetery entrance on Hall Johnson to the southeast corner of the site, as shown on the approved Master Plan. This will include replacement of the existing chain-link fence. The fence must be installed within six months from the passage of the ordinance.

(II) Broughton Homeowners Association agrees to the following:

a) Upon execution of this agreement, The Broughton Maintenance Association, Inc. (BMA) will provide a letter of support to the Colleyville Planning and Zoning Commission and City Council prior to the respective public hearings indicating that Bluebonnet's proposal as it pertains to BMA is satisfactory and that BMA is not opposed to and supports the Special Use Permit re-zoning request. This letter shall be signed by the board members of the BMA and reviewed and approved by Bluebonnet Hills before submittal to the Colleyville Planning and Zoning Commission and City Council.

b) A representative of the HOA Board will make a good faith effort to attend all public hearings to communicate BMA's support of Bluebonnet Hill's special use permit zoning case as it relates to BMA.

Community Agreements

S.E. Texas Funeral Services, LLC d/b/a Bluebonnet Hills Funeral Home and Memorial Park:

Signature

Date

8-27-19

Print name and title

Carly P. Grossi Market Director

Broughton Homeowners Association:

Signature

Date

8/21/19

Print name and title

Bryan Hollenbeck, Board President, 2019

Community Agreements

EXHIBIT D

ROBERT REEVES & Associates, Inc.

PLANNING AND ZONING CONSULTANTS

December 16, 2019

Stephanie Butler, Stone Crest Estates HOA
P.O. Box 332
Colleyville, Texas 76034

RE: Bluebonnet Hills Funeral Home and Cemetery Response

Dear Ms. Butler:

The following is our amended response for Item (d) and the last paragraph in response to your November 18 email.

a) Integrity of the retaining wall:

We have reaffirmed with the City to verify that our existing wall is in compliance with all code requirements. The City has stated that we are in compliance. We believe that the planting of ground cover in the undeveloped portion of the site and the removal of grave site spoils have stabilized the soil and addressed the erosion issue along Hall Johnson. A commitment to these provisions will be included in our new zoning application.

b) Surface water runoff calculations:

Attached is our current drainage area plan with runoff calculations. The staff has reviewed this plan and agrees with the calculations.

c) Fence:

We are currently accepting bids to construct a minimum 3-foot high wrought iron/tubular fence along Hall Johnson Road extending from the existing cemetery entrance closest to Coventry Court to the southeast corner of our property. The existing chain-link fence will be replaced with the new fence. We anticipate that the fence will be installed before the completion of the rezoning public hearing process.

d) Landscaping:

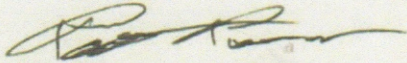
We agree to plant a solid three-foot high shrub row along Hall Johnson frontage adjacent to our rezoning request, see attached site plan and additional exhibits. The shrubs will be planted within three months from the passage of our rezoning request or during optimum planting season, whichever is less time. The shrubs will be maintained at a height of three feet. We also agree to

Community Agreements

plant evergreen trees as grave sites are developed, which will be consistent with the current tree coverage. All trees and plants will be irrigated and will be replaced on a timely basis if they should die.

We respectfully request that your board support our request by signing this letter and agree to provide a letter of support to the City. In addition, a member of your board agrees to make a best effort to attend all public hearings and speak in support of or request.

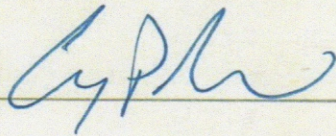
Respectfully:



Robert Reeves, President
Robert Reeves & Associates, Inc.

S.E. Texas Funeral Services, LLC
d/b/a Bluebonnet Hills Funeral Home and Memorial Park:

Signature



Date: 12-16-19

Print name and title

CARY P. GROSS MARKET DIRECTOR

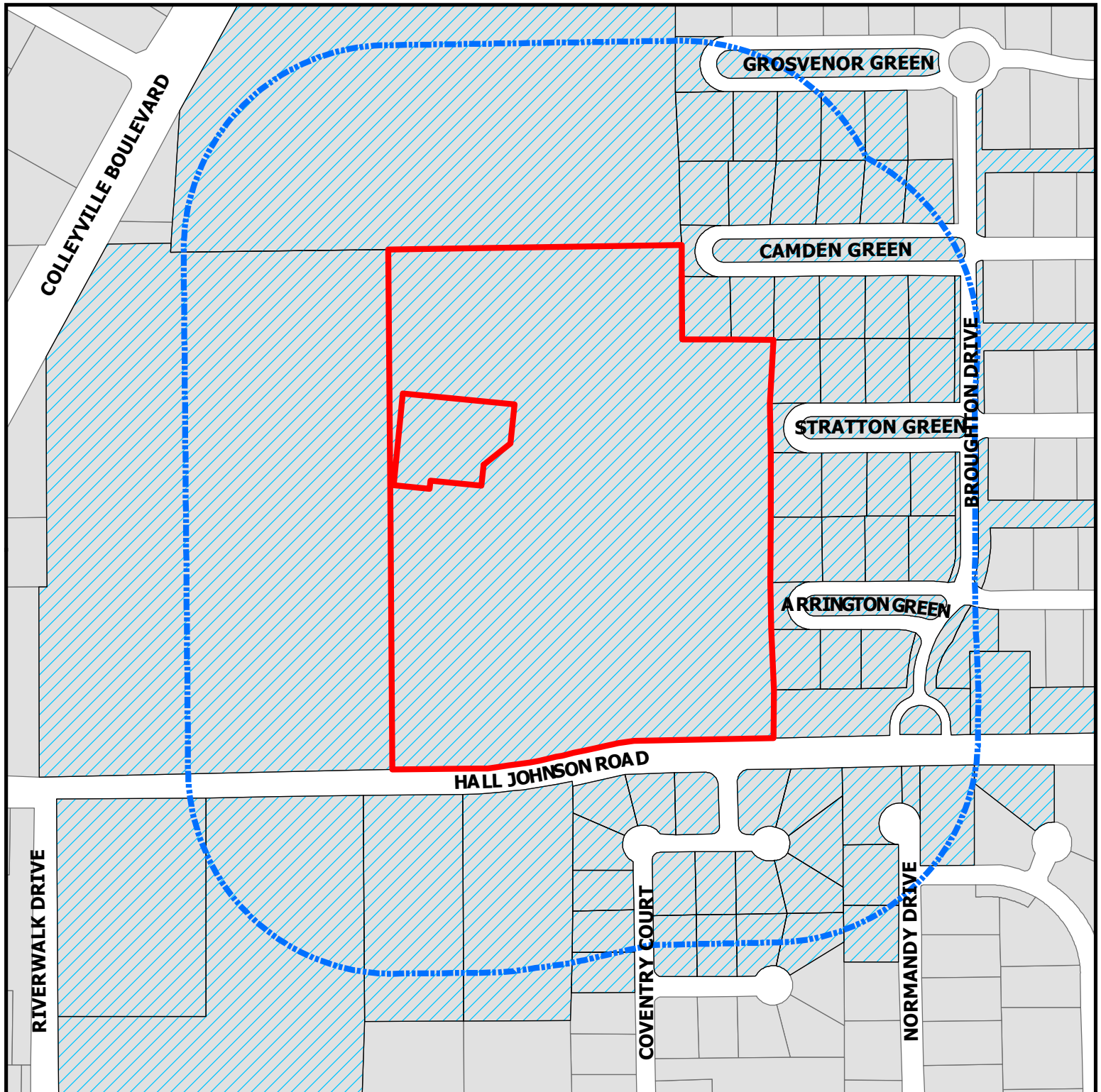
Stone Crest Estates Homeowners Association:

Signature

Date: _____

Print name and title

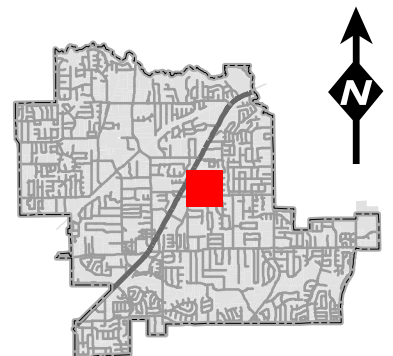
Notification Map



ZC20-001
5713 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
WHITE, KEITH M	5608 COVENTRY CT	COLLEYVILLE, TX	76034	5608 COVENTRY CT
COLLIER, CHARLIE G	5616 COVENTRY CT	COLLEYVILLE, TX	76034	5616 COVENTRY CT
RAJWANI, ABDUL AZIZ	1805 GROSVENOR GRN	COLLEYVILLE, TX	76034	1805 GROSVENOR GREEN
DAMEK, PAUL	1812 CAMDEN GREEN	COLLEYVILLE, TX	76034	1812 CAMDEN GREEN
MITCHELL, MICHAEL	1804 ARRINGTON GREEN	COLLEYVILLE, TX	76034	1804 ARRINGTON GREEN
KRUZEL, THOMAS M	1816 CAMDEN GRN	COLLEYVILLE, TX	76034	1816 CAMDEN GREEN
ANNIS, BARNARD H	5604 COVENTRY CT	COLLEYVILLE, TX	76034	5604 COVENTRY CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
WADE, DANIEL	1804 STRATTON GRN	COLLEYVILLE, TX	76034	1804 STRATTON GREEN
WHITAKER, DAVID	1905 HALL JOHNSON RD	COLLEYVILLE, TX	76034	1905 HALL JOHNSON RD
SCHAECHER, GREGORY C	1821 CAMDEN GRN	COLLEYVILLE, TX	76034	1821 CAMDEN GREEN
SLAPA, APRIL	1808 STRATTON GREEN	COLLEYVILLE, TX	76034	1808 STRATTON GREEN
TEXADA, RICKY	1801 ARRINGTON GREEN	COLLEYVILLE, TX	76034	1801 ARRINGTON GREEN
HANSEN, SEAN	1813 STRATTON GREEN	COLLEYVILLE, TX	76034	1813 STRATTON GREEN
UNITED STATES POSTAL SERVICE	PO BOX 667160	DALLAS, TX	75266	1501 HALL JOHNSON RD
BLUEBONNET HILLS CEMETARY	PO BOX 367	COLLEYVILLE, TX	76034	5713 COLLEYVILLE BLVD
TERRY DAVID & PENELOPE D JOINT	1801 CAMDEN GREEN	COLLEYVILLE, TX	76034	1801 CAMDEN GREEN
SULZER, STEFAN R	1804 CAMDEN GRN	COLLEYVILLE, TX	76034	1804 CAMDEN GREEN
WILLIAMS, MARJORIE S	1817 CAMDEN GRN	COLLEYVILLE, TX	76034	1817 CAMDEN GREEN
CARMONA, ENRIQUE	1700 CRESTEDGE CT	COLLEYVILLE, TX	76034	1700 CRESTEDGE CT
USSERY, MICHAEL J	1800 ARRINGTON GRN	COLLEYVILLE, TX	76034	1800 ARRINGTON GREEN
GONZALEZ, ADOLFO	1813 GROSVENOR GRN	COLLEYVILLE, TX	76034	1813 GROSVENOR GREEN
SWAIM, SHELLY	1700 GATEHOUSE CT	COLLEYVILLE, TX	76034	1700 GATEHOUSE CT
CHELLGREN, PAUL	1820 CAMDEN GRN	COLLEYVILLE, TX	76034	1820 CAMDEN GREEN
KELLEY, BRENT A	1801 STRATTON GRN	COLLEYVILLE, TX	76034	1801 STRATTON GREEN
NELSON, MICHAEL JAY	5600 COVENTRY CT	COLLEYVILLE, TX	76034	5600 COVENTRY CT
WALL, WENDY	1704 GATEHOUSE CT	COLLEYVILLE, TX	76034	1704 GATEHOUSE CT
RUSSELL, REX	1805 CAMDEN GRN	COLLEYVILLE, TX	76034	1805 CAMDEN GREEN
AL-SHMAISANI, ISSAM	5608 NORMANDY DR	COLLEYVILLE, TX	76034	5608 NORMANDY DR
DEBEUCKELAER, JAN	5606 NORMANDY DR	COLLEYVILLE, TX	76034	5606 NORMANDY DR
FULTZ, JAMES E	1809 STRATTON GRN	COLLEYVILLE, TX	76034	1809 STRATTON GREEN
BENZICK, ARTHUR E	1808 CAMDEN GRN	COLLEYVILLE, TX	76034	1808 CAMDEN GREEN
CAREY, MATTHEW	1809 GROSVENOR GRN	COLLEYVILLE, TX	76034	1809 GROSVENOR GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
WILBUR FAMILY TRUST	1705 GATEHOUSE CT	COLLEYVILLE, TX	76034	1705 GATEHOUSE CT
HEIDEL, RUTH V	1712 GATEHOUSE CT	COLLEYVILLE, TX	76034	1712 GATEHOUSE CT
CLEMENS, K R	1712 CRESTEDGE CT	COLLEYVILLE, TX	76034	1712 CRESTEDGE CT
HOELLER, BRYAN	1817 GROSVENOR GREEN	COLLEYVILLE, TX	76034	1817 GROSVENOR GREEN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1601 HALL JOHNSON RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1601 HALL JOHNSON RD
DIXON LIVING TRUST	1800 STRATTON GREEN	COLLEYVILLE, TX	76034	1800 STRATTON GREEN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1900 HALL JOHNSON RD
SINUNU, STEPHEN A	1813 CAMDEN GRN	COLLEYVILLE, TX	76034	1813 CAMDEN GREEN
GOFF HOMES INC	1108 W PIONEER PKWY	ARLINGTON, TX	76013	5701 NORMANDY DR
BLUEBONNET HILLS CEMETERY	PO BOX 11250	NEW ORLEANS, LA	70181	5713 COLLEYVILLE BLVD
MILLER, RYAN	1805 STRATTON GREEN	COLLEYVILLE, TX	76034	1805 STRATTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
BICE, CAROL	1701 GATEHOUSE CT	COLLEYVILLE, TX	76034	1701 GATEHOUSE CT
YOUSAF, MOHAMMAD	1809 ARRINGTON GRN	COLLEYVILLE, TX	76034	1809 ARRINGTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
CHEATHAM, STEPHANIE	1716 GATEHOUSE CT	COLLEYVILLE, TX	76034	1716 GATEHOUSE CT
NORTEN, REX L	1812 STRATTON GRN	COLLEYVILLE, TX	76034	1812 STRATTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 CAMDEN GREEN
BLUEBONNET HILLS CEMETERY	PO BOX 130548	HOUSTON, TX	77219	5713 COLLEYVILLE BLVD
GLASSCOCK, D L	1708 GATEHOUSE CT	COLLEYVILLE, TX	76034	1708 GATEHOUSE CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1803 GROSVENOR GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 ARRINGTON CT
HOBBS, THOMAS R	1801 GROSVENOR GRN	COLLEYVILLE, TX	76034	1801 GROSVENOR GREEN
BOYD, LARRY G	PO BOX 279	COLLEYVILLE, TX	76034	1805 ARRINGTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 STRATTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 GROSVENOR GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 ARRINGTON GREEN
MILLER, DENNIS	1800 CAMDEN GRN	COLLEYVILLE, TX	76034	1800 CAMDEN GREEN
CORAZE, MATHIEU	1709 GATEHOUSE CT	COLLEYVILLE, TX	76034	1709 GATEHOUSE CT
CRISCI, FRANK	1812 ARRINGTON GRN	COLLEYVILLE, TX	76034	1812 ARRINGTON GREEN
AL-SHMAISANI, ISSAM	5608 NORMANDY DR	COLLEYVILLE, TX	76034	5700 NORMANDY DR
WAYPOINT MONTESSORI	1513 HALL JOHNSON RD	COLLEYVILLE, TX	76034	1513 HALL JOHNSON RD
LUJAN, ALBERT C	1713 GATEHOUSE CT	COLLEYVILLE, TX	76034	1713 GATEHOUSE CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1824 BROUGHTON DR
THIBODEAUX, NELSON J	5612 COVENTRY CT	COLLEYVILLE, TX	76034	5612 COVENTRY CT
IDELL, GLEN E	1708 CRESTEDGE CT	COLLEYVILLE, TX	76034	1708 CRESTEDGE CT
				6113 COLLEYVILLE BLVD
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	5801 BURNHAM CIR
WIKE, JAMIE	1809 CAMDEN	COLLEYVILLE, TX	76034	1809 CAMDEN GREEN
BONDY, NEAL	1808 ARRINGTON GRN	COLLEYVILLE, TX	76034	1808 ARRINGTON GREEN
BROCK, MANDI	1704 CRESTEDGE CT	COLLEYVILLE, TX	76034	1704 CRESTEDGE CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
DUNHAM, KELLEN	5707 MORLAIX CT	COLLEYVILLE, TX	76034	5707 MORLAIX CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
BROUGHTON	2557 SW GRAPEVINE PKWY SUITE 100	GRAPEVINE, TX	76051	COURTESY NOTICE
KINGSWOOD ESTATES-COLLEYVILLE	P.O. BOX 978	COLLEYVILLE, TX	76034	COURTESY NOTICE
MONTCLAIR PARC ADDITION	1108 W. PIONEER PARKWAY	ARLINGTON, TX	76013	COURTESY NOTICE
STONE CREST ESTATES	P.O. BOX 332	COLLEYVILLE, TX	76034	COURTESY NOTICE
TUSCANY-COLLEYVILLE	1217 TUSCANY DRIVE	COLLEYVILLE, TX	76034	COURTESY NOTICE
VILLAS AT OAK POINTE, THE	2555 SW GRAPEVINE PARKWAY SUITE 300	GRAPEVINE, TX	76051	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
REEVES, ROBERT	900 JACKSON STREET, SUITE 160	DALLAS, TX	75202	APPLICANT

Public hearing notices were mailed on January 24, 2020



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, February 10, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, March 3, 2020 & Tuesday, March 17, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change request from AG Agricultural zoning district to the CC-1 Village Retail zoning district. The purpose is to rezone from AG to CC-1 in order to allow for the expansion and operation of the Bluebonnet Hill Cemetery.

Zoning Case: ZC20-001

Applicant: Robert Reeves

Owner: Cary Grossi

Location: 5713 Colleyville Blvd

Property Description: Tract 2B and Tract 2B02, Abstract 180, in the J L Byas Survey

Present Zoning: AG Agricultural District

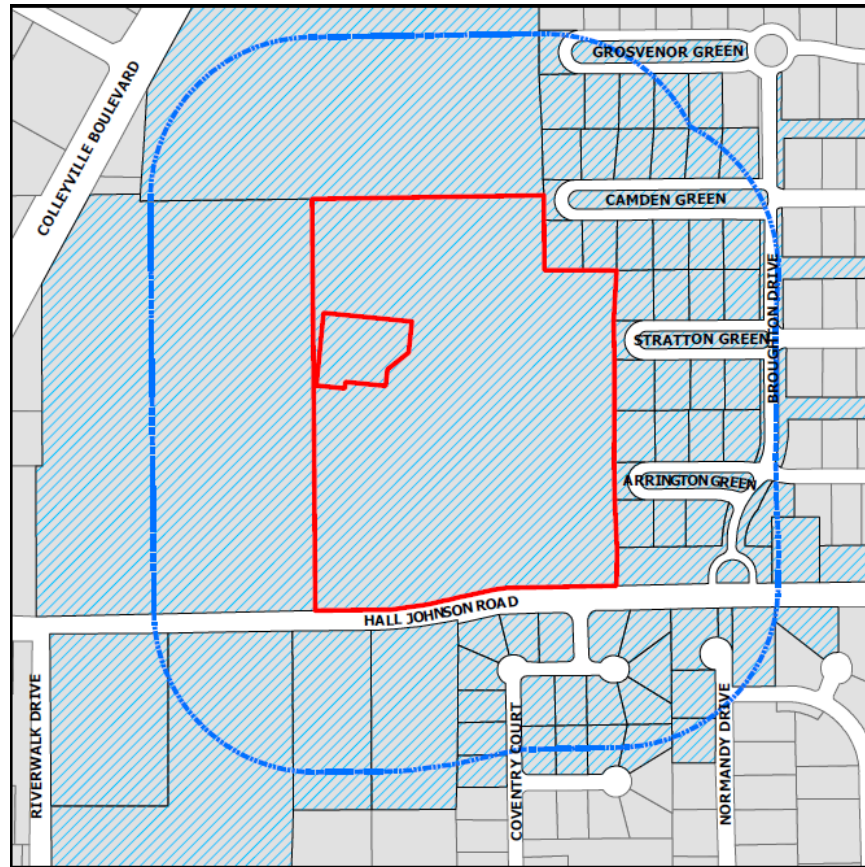
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

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

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 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
Principal Planner
jreyff@colleyville.com

ORDINANCE O-20-2111

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 25.69 ACRES ON TRACT 2B AND TRACT 2B02, ABSTRACT 180, IN THE J L BYAS SURVEY, LOCATED AT 5713 COLLEYVILLE BOULEVARD FROM THE AG AGRICULTURAL ZONING DISTRICT TO THE CC-1 VILLAGE RETAIL 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. ZC20-001; 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 25.69 acres on Tract 2B and Tract 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard from the AG Agricultural zoning district to the CC-1 Village Retail 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 used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein, and subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "C".
- 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 this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of March 2020.

The second reading and public hearing being conducted on the 17th day of March 2020.

PASSED AND APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 17TH DAY OF MARCH 2020.

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 Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

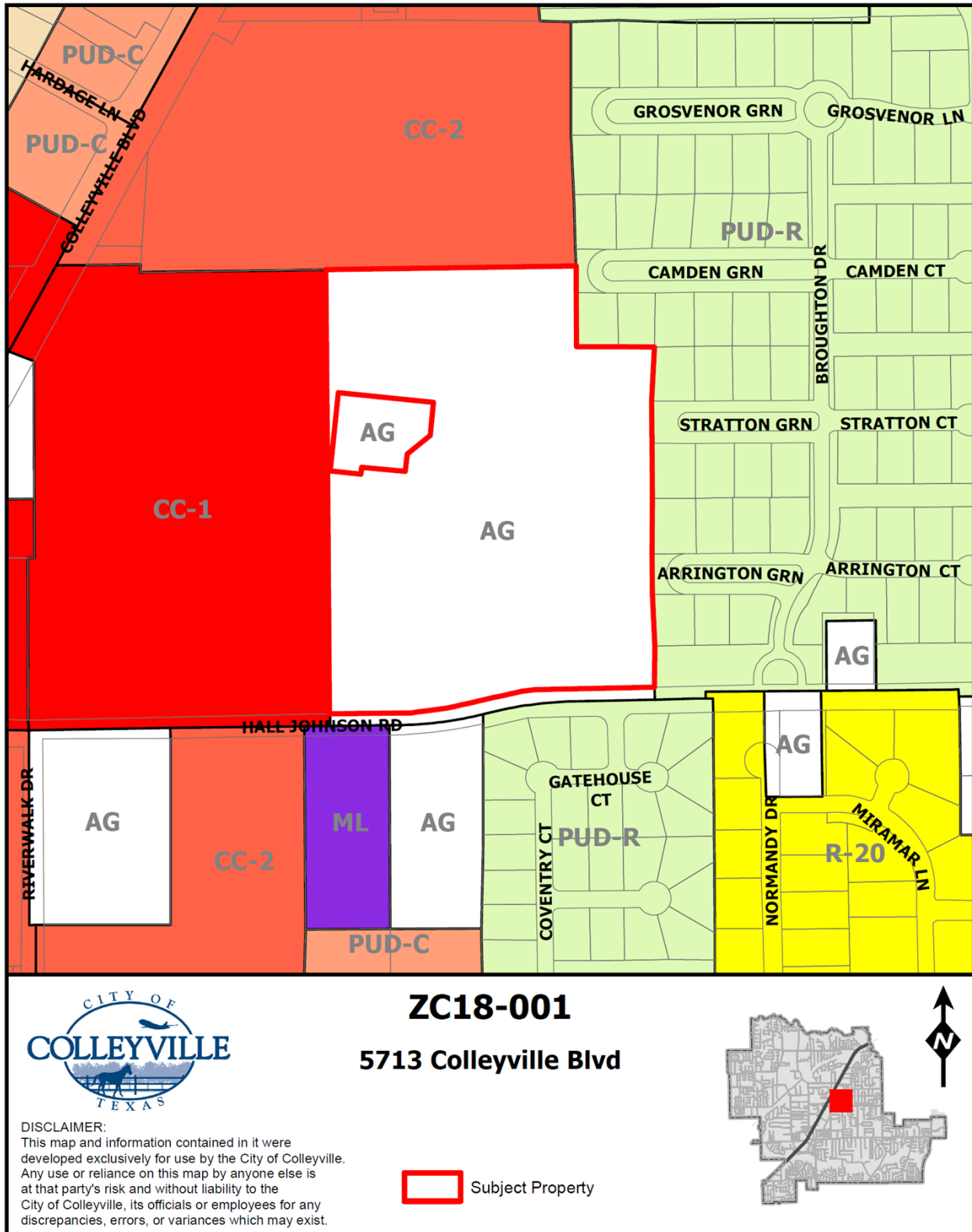


Exhibit "B" – Statement of Planning Objectives

Statement of Planning Objectives

Statement of Objectives
Bluebonnet Hills Funeral Home and Memorial Park
5725 Colleyville Blvd. Colleyville, Texas 76034
January 13, 2020

This is a request by Bluebonnet Hills Funeral Home and Memorial Park to rezone a 25.69 acre tract from an AG District to a CC-1 Village Retail District with a Specific Use Permit for cemeteries and mausoleums.

Background:

Bluebonnet Hills has been operating a funeral home and cemetery at this location since 1953. In the Spring of 2018, it began to expand gravesites into the far eastern portion of the cemetery when a zoning deficiency was discovered. This area is zoned AG and a zoning change was necessary to develop gravesites in this area. The approval of the zoning change and associated SUP would allow for the expansion and operation of the cemetery use. Therefore, Bluebonnet Hills filed an application for a zoning change, which was later denied on 6/11/18 based on the Planning and Zoning Commission concerns and opposition from adjacent residential property owners.

Response to neighbors:

Over the last eighteen months, Bluebonnet Hills has been working with the Broughton Homeowners Association, Stone Crest Estates Homeowners Association, and adjacent homeowners. Bluebonnet Hills has reached an agreement with the Broughton Homeowners Association, Exhibit C and anticipates reaching an agreement with the Stone Crest Estates Homeowners Association, Exhibit D. Based on these agreements and discussion with adjacent properties, this request for a Specific Use Permit is subject to the following conditions:

- 1) All undeveloped cemetery areas will be sodded with a ground cover and maintained in a healthy growing condition by providing adequate water, fertilizer, or other necessary maintenance, Exhibit A.
- 2) Excess grave site spoils will be temporarily stored in the cemetery's maintenance area and periodically moved off site.
- 3) Sediment and debris located in the existing swale along the east property will be removed within three months from the passage of the ordinance approving the zoning. Great care will be taken to protect trees along the east and north property lines during this maintenance effort. Bluebonnet Hills agrees to replace any trees damaged during this process and agrees to maintain the existing swale as necessary unless the City of Colleyville requires an alternate process.
- 4) Bluebonnet Hills will contribute \$32,000.00 plus taxes and an additional \$4,000.00 for cost coverage toward the dredging of the existing retention pond located in the common area of the

Statement of Planning Objectives

Broughton subdivision subject the provisions found in the agreement between Bluebonnet Hills and Broughton HOA, Exhibit C.

5) Bluebonnet Hills will construct a new concrete swale parallel to the existing swale extending from the northeast corner of the site to the inlet into Broughton's retention pond, Exhibits E & F.

6) Drainage from the cul-de-sac located near the northeast corner of the site will be redirected into the new concrete swale to minimize water discharges into the residential street.

7) Necessary regrading directing drainage from or parallel to the eastern property line toward the southeastern corner of the site will be initiated. Submittal of final engineering plans and required permits for drainage and swale design must be submitted to the City of Colleyville within three months from passage of the ordinance approving the zoning and construction must begin with begin with six months from City of approval for the plans and permits or a later date as determined by the City of Colleyville, Exhibits E & F.

8) All future site development must comply with City of Colleyville drainage and erosion control regulations in effect at the time of future site development.

9) A twenty-five-foot setback will be provided along the east property line, Exhibits B & G.

10) Landscaping shall be consistent with the Master Plan, Exhibit B, subject to the following provisions.

a) Plant a minimum of 25 Nellie R. Stevens Holly shrubs in the 25-foot setback area. Initially, shrubs will be 6 feet high and can mature up to 20 feet in height with a 15-foot spread.

b) Plant a minimum of 55 #7 size Texas Privet in the 25-foot setback as show on the Master Plant. The Texas Privet will mature to a height of 10 feet with an 8-foot spread.

c) Final plant location will be determined in the field in consultation with the Broughton HOA and planted within nine months of passage of the zoning ordinance or as directed by the City of Colleyville based on the optimum planting seasons.

d) Tree planting in the proposed cemetery use areas shall match tree patterns in the developed cemetery areas.

e) Bluebonnet Hills agrees to landscape the entire boarder backing up to Broughton property with a consistent landscaping plan as outlined above. Dead trees or shrubs will be replaced in accordance with the landscaping plan shown on the Master Plan, Exhibit B.

f) All planting will be irrigated.

Statement of Planning Objectives

11) Bluebonnet Hills will construct a minimum, 3-foot high ornamental iron/tubular fence along Hall Johnson Road as shown in the Master Plan, Exhibit B. The existing chain-link fence will be replaced with the new fence.

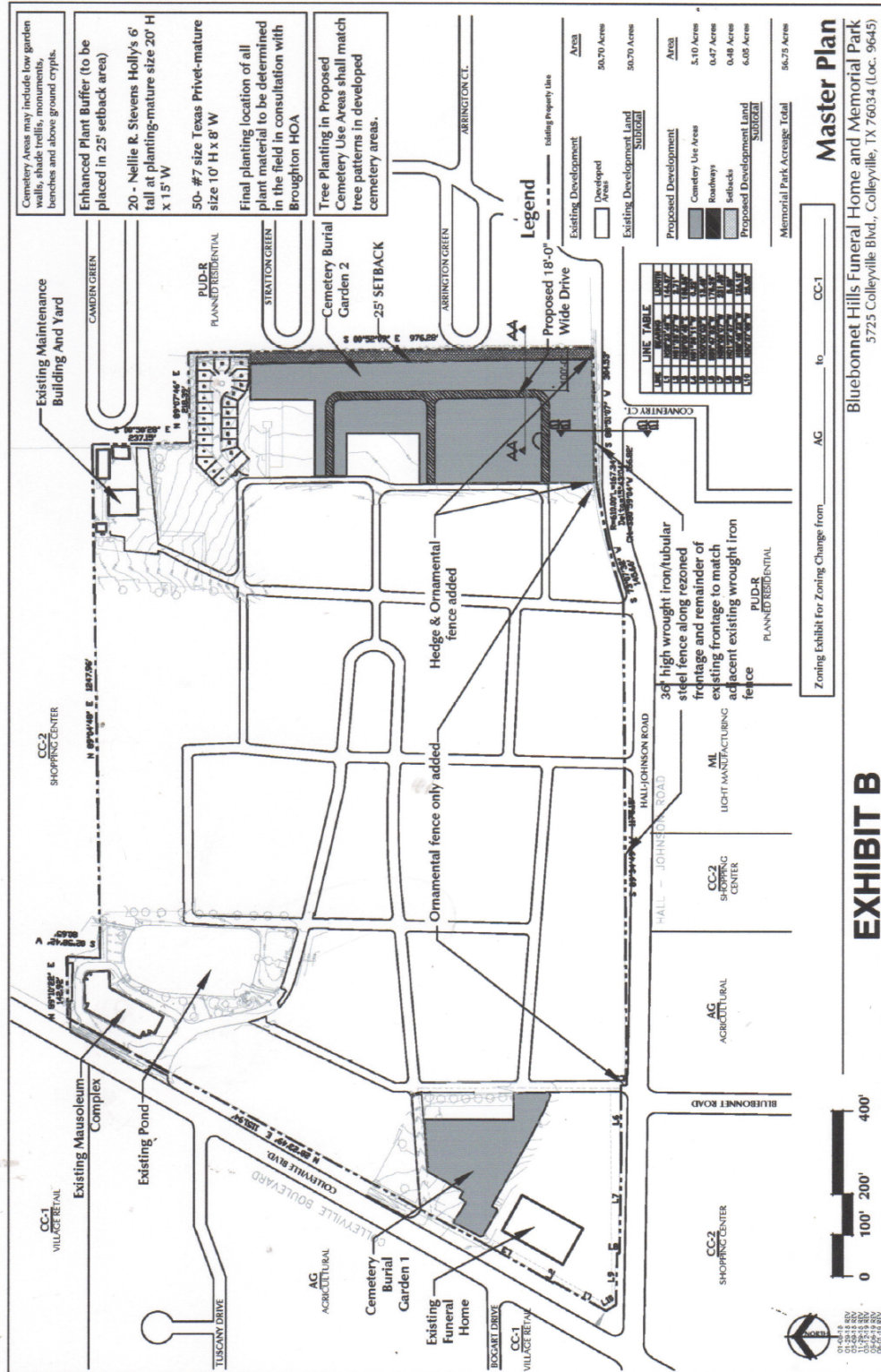
12) Bluebonnet Hills will plant a solid 3-foot high shrub row along Hall Johnson as shown on Exhibits B and H. The shrubs will be planted within three months from the passage of the rezoning ordinance or during optimum planting season, whichever is less time. The shrubs will be maintained at a height of 3 feet.

13) Bluebonnet Hills will plant evergreen trees as grave sites are developed consistent with the current tree coverage. All trees and plants will be irrigated and will be replaced on a timely basis if they should die.

Conclusion:

Bluebonnet Hills appreciates the time that neighbors spent working with it to reach an agreement and respectfully request the support of the Planning and Zoning Commission and City Council.

Exhibit "C" – Zoning Exhibits





City of Colleyville City Council Agenda Briefing

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

Agenda Number 3b

Agenda Date 4/7/2020

Number Ordinance O-20-2112

Type Ordinance

Department Community Development

Title

Consideration of a request for a Special Use Permit for Cemeteries or Mausoleums on Tract 2B & 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard, Case ZC20-002

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading & Public Hearing

Several concerns were raised during the public hearing regarding drainage, screening, and above ground improvements. The item was tabled at the March 3, 2020 meeting in order for additional meetings to be held to determine the appropriate measures to resolve these concerns.

First Reading & Public Hearing

Robert Reeves, on behalf of Bluebonnet Hills Funeral Home and Cemetery, submitted a request for a zoning change from AG Agricultural to CC-1 Village Retail zoning and a request for a Special Use Permit (SUP) for 'Cemeteries or Mausoleums' at 5713 Colleyville Boulevard. The applicant recently began making improvements for the expansion of the cemetery use to their eastern boundary.

Existing Zoning and Development Conditions. The eastern 25.69 acres of the overall property is zoned AG Agricultural. The applicant is expanding the cemetery use into the remaining undeveloped area. According to the Land Development Code, a cemetery use requires an SUP approval with a commercial zoning district.

Surrounding Properties. The property to the west is part of the Bluebonnet Hills cemetery use and is zoned CC-1 Village Retail with an SUP for the cemetery use. The adjacent property to the north is zoned CC-2 Shopping Center and is developed as the Bob Moore Sports Center. The adjacent property to the east is zoned PUD-R Planned Unit Development-Residential and is developed as a single-family residential subdivision, Broughton Addition.

Master Plan. The Future Land Use Map designates this property for Institutional use. The use of the property as a cemetery or mausoleum complies with the designation

with the approval of an SUP.

Analysis. The Bluebonnet Hills Cemetery has been in operation on the subject property since 1953. The recent expansion into the far eastern portion of the property has uncovered the zoning deficiency. The approval of the zoning change and associated SUP will allow for the expansion and operation of the cemetery use.

In 2018, Bluebonnet Hills Cemetery attempted to rezone the property and obtain an SUP. During this time the case was tabled by the Planning and Zoning Commission as there were several concerns that they wanted addressed. The item was ultimately withdrawn to allow for the applicant to work with the adjacent neighborhoods and address their concerns. These concerns included the following:

- Improvements to the ditch along the eastern boundary – maybe needs to be cleaned out or improved;
- Better silt fencing or measures to control erosion;
- Drainage – to include information on the planned detention pond area;
- Working with the Broughton neighborhood to clean out the pond due to increased erosion from the cemetery site;
- Indicating a distance/buffer area from the grave sites to the eastern property line;
- Remedy to eliminate the spoils yard;
- Appropriate fencing and landscaping along Hall Johnson Road.

As part of any SUP, conditions may be imposed to ensure compatibility and harmony with surrounding properties. This may include specific regulations pertaining to landscaping and fencing along street frontages and/or along property lines adjacent to residential development. A substantial tree line currently exists along the eastern boundary.

The applicant has been working with the Broughton Homeowners Association and the Stone Crest Estates Homeowners Association since 2018. They suggest numerous beneficial conditions as stated in their Statement of Planning Objectives, which is included as an exhibit with the ordinances, and are as follows:

1. Grave site spoils are to be stored in the cemetery's maintenance area.
2. No grave site or cemetery improvement shall be closer than 25 feet to the east property line with the exception of drainage improvements and landscaping.
3. A minimum of 25 Nellie R. Stevens Holly shrubs shall be planted within the 25 foot setback area.
4. A minimum of 55 #7 size Texas Privet shall be planted within the 25 foot setback area.
5. A minimum 3 foot ornamental iron/tubular fence shall be constructed along Hall Johnson Road.
6. A minimum 3 foot shrub row shall be planted along Hall Johnson Road.

7. Drainage and swale/channel improvements shall be made along the eastern property line and within the Broughton Addition.

Public Notification. Staff notified property owners within 500 feet of the subject property regarding this request and notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received no correspondence regarding this request to date.

Staff Recommendation. Staff recommends approval. The applicant is requesting the zoning change and associated SUP so that the expansion and operation of the cemetery use can be in compliance with the Land Development Code.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval with the added SUP condition that no private mausoleums/crypts shall be allowed within 100 feet of Hall Johnson Road at their February 10, 2020 meeting by a vote of 5-0.

Financial Impact

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

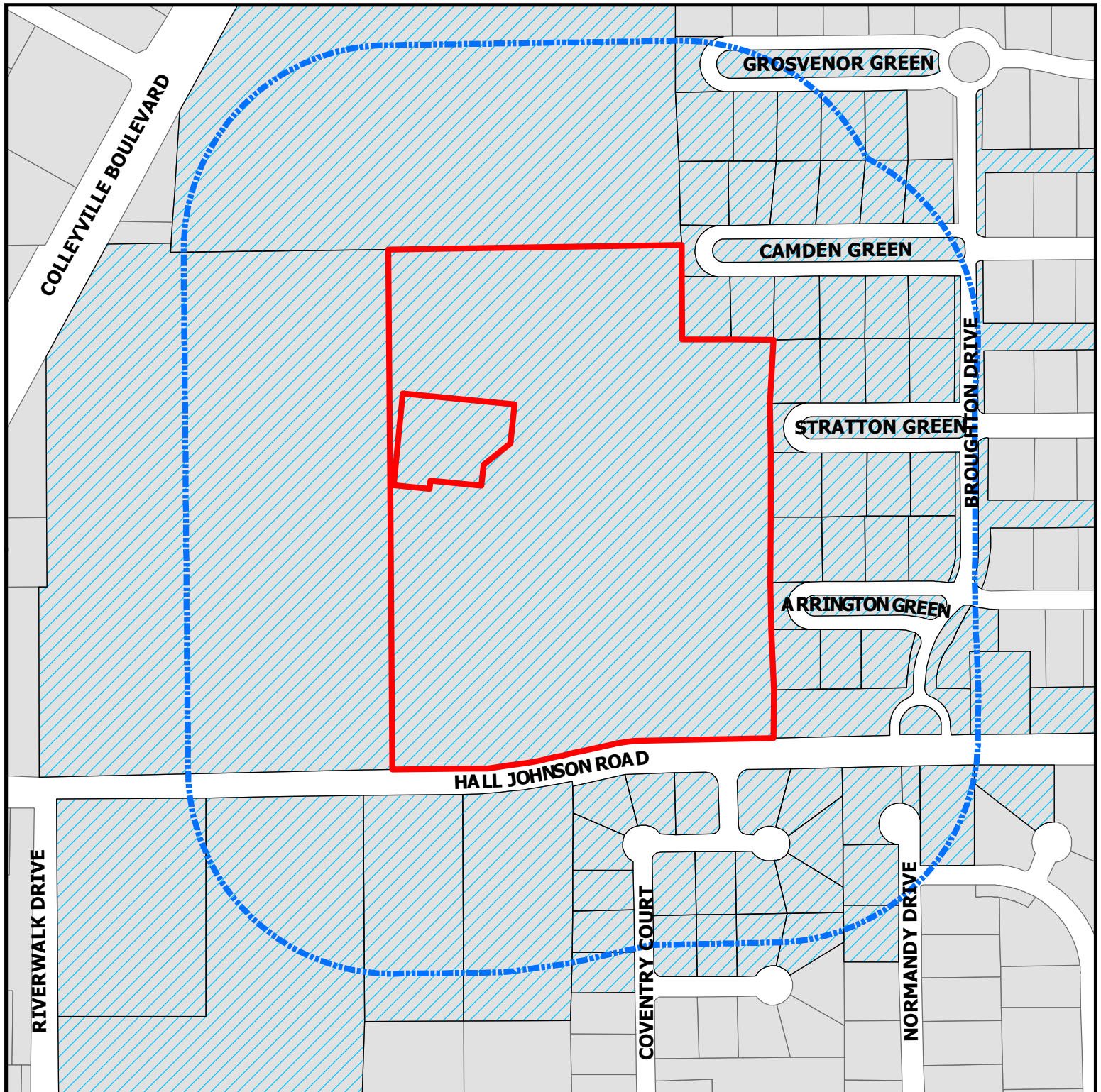
Recommendation

Approve

Attachments

1. Notification Map
2. Notification List
3. Property Owner Notification
4. Ordinance O-20-2112

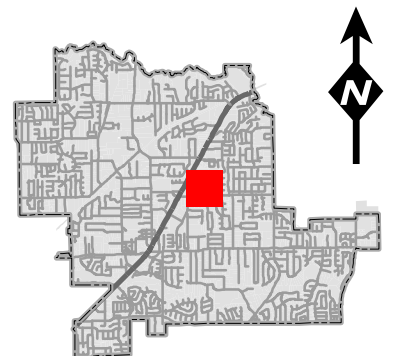
Notification Map



ZC20-002
5713 Colleyville Blvd

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

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
WHITE, KEITH M	5608 COVENTRY CT	COLLEYVILLE, TX	76034	5608 COVENTRY CT
COLLIER, CHARLIE G	5616 COVENTRY CT	COLLEYVILLE, TX	76034	5616 COVENTRY CT
RAJWANI, ABDUL AZIZ	1805 GROSVENOR GRN	COLLEYVILLE, TX	76034	1805 GROSVENOR GREEN
DAMEK, PAUL	1812 CAMDEN GREEN	COLLEYVILLE, TX	76034	1812 CAMDEN GREEN
MITCHELL, MICHAEL	1804 ARRINGTON GREEN	COLLEYVILLE, TX	76034	1804 ARRINGTON GREEN
KRUZEL, THOMAS M	1816 CAMDEN GRN	COLLEYVILLE, TX	76034	1816 CAMDEN GREEN
ANNIS, BARNARD H	5604 COVENTRY CT	COLLEYVILLE, TX	76034	5604 COVENTRY CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
WADE, DANIEL	1804 STRATTON GRN	COLLEYVILLE, TX	76034	1804 STRATTON GREEN
WHITAKER, DAVID	1905 HALL JOHNSON RD	COLLEYVILLE, TX	76034	1905 HALL JOHNSON RD
SCHAECHER, GREGORY C	1821 CAMDEN GRN	COLLEYVILLE, TX	76034	1821 CAMDEN GREEN
SLAPA, APRIL	1808 STRATTON GREEN	COLLEYVILLE, TX	76034	1808 STRATTON GREEN
TEXADA, RICKY	1801 ARRINGTON GREEN	COLLEYVILLE, TX	76034	1801 ARRINGTON GREEN
HANSEN, SEAN	1813 STRATTON GREEN	COLLEYVILLE, TX	76034	1813 STRATTON GREEN
UNITED STATES POSTAL SERVICE	PO BOX 667160	DALLAS, TX	75266	1501 HALL JOHNSON RD
BLUEBONNET HILLS CEMETARY	PO BOX 367	COLLEYVILLE, TX	76034	5713 COLLEYVILLE BLVD
TERRY DAVID & PENELOPE D JOINT	1801 CAMDEN GREEN	COLLEYVILLE, TX	76034	1801 CAMDEN GREEN
SULZER, STEFAN R	1804 CAMDEN GRN	COLLEYVILLE, TX	76034	1804 CAMDEN GREEN
WILLIAMS, MARJORIE S	1817 CAMDEN GRN	COLLEYVILLE, TX	76034	1817 CAMDEN GREEN
CARMONA, ENRIQUE	1700 CRESTEDGE CT	COLLEYVILLE, TX	76034	1700 CRESTEDGE CT
USSERY, MICHAEL J	1800 ARRINGTON GRN	COLLEYVILLE, TX	76034	1800 ARRINGTON GREEN
GONZALEZ, ADOLFO	1813 GROSVENOR GRN	COLLEYVILLE, TX	76034	1813 GROSVENOR GREEN
SWAIM, SHELLY	1700 GATEHOUSE CT	COLLEYVILLE, TX	76034	1700 GATEHOUSE CT
CHELLGREN, PAUL	1820 CAMDEN GRN	COLLEYVILLE, TX	76034	1820 CAMDEN GREEN
KELLEY, BRENT A	1801 STRATTON GRN	COLLEYVILLE, TX	76034	1801 STRATTON GREEN
NELSON, MICHAEL JAY	5600 COVENTRY CT	COLLEYVILLE, TX	76034	5600 COVENTRY CT
WALL, WENDY	1704 GATEHOUSE CT	COLLEYVILLE, TX	76034	1704 GATEHOUSE CT
RUSSELL, REX	1805 CAMDEN GRN	COLLEYVILLE, TX	76034	1805 CAMDEN GREEN
AL-SHMAISANI, ISSAM	5608 NORMANDY DR	COLLEYVILLE, TX	76034	5608 NORMANDY DR
DEBEUCKELAER, JAN	5606 NORMANDY DR	COLLEYVILLE, TX	76034	5606 NORMANDY DR
FULTZ, JAMES E	1809 STRATTON GRN	COLLEYVILLE, TX	76034	1809 STRATTON GREEN
BENZICK, ARTHUR E	1808 CAMDEN GRN	COLLEYVILLE, TX	76034	1808 CAMDEN GREEN
CAREY, MATTHEW	1809 GROSVENOR GRN	COLLEYVILLE, TX	76034	1809 GROSVENOR GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
WILBUR FAMILY TRUST	1705 GATEHOUSE CT	COLLEYVILLE, TX	76034	1705 GATEHOUSE CT
HEIDEL, RUTH V	1712 GATEHOUSE CT	COLLEYVILLE, TX	76034	1712 GATEHOUSE CT
CLEMENS, K R	1712 CRESTEDGE CT	COLLEYVILLE, TX	76034	1712 CRESTEDGE CT
HOELLER, BRYAN	1817 GROSVENOR GREEN	COLLEYVILLE, TX	76034	1817 GROSVENOR GREEN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1601 HALL JOHNSON RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1601 HALL JOHNSON RD
DIXON LIVING TRUST	1800 STRATTON GREEN	COLLEYVILLE, TX	76034	1800 STRATTON GREEN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	1900 HALL JOHNSON RD
SINUNU, STEPHEN A	1813 CAMDEN GRN	COLLEYVILLE, TX	76034	1813 CAMDEN GREEN
GOFF HOMES INC	1108 W PIONEER PKWY	ARLINGTON, TX	76013	5701 NORMANDY DR
BLUEBONNET HILLS CEMETERY	PO BOX 11250	NEW ORLEANS, LA	70181	5713 COLLEYVILLE BLVD
MILLER, RYAN	1805 STRATTON GREEN	COLLEYVILLE, TX	76034	1805 STRATTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
BICE, CAROL	1701 GATEHOUSE CT	COLLEYVILLE, TX	76034	1701 GATEHOUSE CT
YOUSAF, MOHAMMAD	1809 ARRINGTON GRN	COLLEYVILLE, TX	76034	1809 ARRINGTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
CHEATHAM, STEPHANIE	1716 GATEHOUSE CT	COLLEYVILLE, TX	76034	1716 GATEHOUSE CT
NORTEN, REX L	1812 STRATTON GRN	COLLEYVILLE, TX	76034	1812 STRATTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 CAMDEN GREEN
BLUEBONNET HILLS CEMETERY	PO BOX 130548	HOUSTON, TX	77219	5713 COLLEYVILLE BLVD
GLASSCOCK, D L	1708 GATEHOUSE CT	COLLEYVILLE, TX	76034	1708 GATEHOUSE CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1803 GROSVENOR GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 ARRINGTON CT
HOBBS, THOMAS R	1801 GROSVENOR GRN	COLLEYVILLE, TX	76034	1801 GROSVENOR GREEN
BOYD, LARRY G	PO BOX 279	COLLEYVILLE, TX	76034	1805 ARRINGTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 STRATTON GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 GROSVENOR GREEN
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1829 ARRINGTON GREEN
MILLER, DENNIS	1800 CAMDEN GRN	COLLEYVILLE, TX	76034	1800 CAMDEN GREEN
CORAZE, MATHIEU	1709 GATEHOUSE CT	COLLEYVILLE, TX	76034	1709 GATEHOUSE CT
CRISCI, FRANK	1812 ARRINGTON GRN	COLLEYVILLE, TX	76034	1812 ARRINGTON GREEN
AL-SHMAISANI, ISSAM	5608 NORMANDY DR	COLLEYVILLE, TX	76034	5700 NORMANDY DR
WAYPOINT MONTESSORI	1513 HALL JOHNSON RD	COLLEYVILLE, TX	76034	1513 HALL JOHNSON RD
LUJAN, ALBERT C	1713 GATEHOUSE CT	COLLEYVILLE, TX	76034	1713 GATEHOUSE CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1824 BROUGHTON DR
THIBODEAUX, NELSON J	5612 COVENTRY CT	COLLEYVILLE, TX	76034	5612 COVENTRY CT
IDELL, GLEN E	1708 CRESTEDGE CT	COLLEYVILLE, TX	76034	1708 CRESTEDGE CT
				6113 COLLEYVILLE BLVD
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	5801 BURNHAM CIR
WIKE, JAMIE	1809 CAMDEN	COLLEYVILLE, TX	76034	1809 CAMDEN GREEN
BONDY, NEAL	1808 ARRINGTON GRN	COLLEYVILLE, TX	76034	1808 ARRINGTON GREEN
BROCK, MANDI	1704 CRESTEDGE CT	COLLEYVILLE, TX	76034	1704 CRESTEDGE CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
DUNHAM, KELLEN	5707 MORLAIX CT	COLLEYVILLE, TX	76034	5707 MORLAIX CT
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
BOUGHTON MAINTENANCE ASSOCIATION INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	1800 BROUGHTON DR
BROUGHTON	2557 SW GRAPEVINE PKWY SUITE 100	GRAPEVINE, TX	76051	COURTESY NOTICE
KINGSWOOD ESTATES-COLLEYVILLE	P.O. BOX 978	COLLEYVILLE, TX	76034	COURTESY NOTICE
MONTCLAIR PARC ADDITION	1108 W. PIONEER PARKWAY	ARLINGTON, TX	76013	COURTESY NOTICE
STONE CREST ESTATES	P.O. BOX 332	COLLEYVILLE, TX	76034	COURTESY NOTICE
TUSCANY-COLLEYVILLE	1217 TUSCANY DRIVE	COLLEYVILLE, TX	76034	COURTESY NOTICE
VILLAS AT OAK POINTE, THE	2555 SW GRAPEVINE PARKWAY SUITE 300	GRAPEVINE, TX	76051	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
REEVES, ROBERT	900 JACKSON STREET, SUITE 160	DALLAS, TX	75202	APPLICANT

Public hearing notices were mailed on January 24, 2020



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, February 10, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, March 3, 2020 & Tuesday, March 17, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change request from AG Agricultural zoning district to the CC-1 Village Retail zoning district. The purpose is allow for an SUP for Cemeteries and Mausoleums in order to allow for the expansion and operation of the Bluebonnet Hill Cemetery.

Zoning Case: ZC20-002

Applicant: Robert Reeves

Owner: Cary Grossi

Location: 5713 Colleyville Blvd

Property Description: Tract 2B and Tract 2B02, Abstract 180, in the J L Byas Survey

Present Zoning: AG Agricultural District

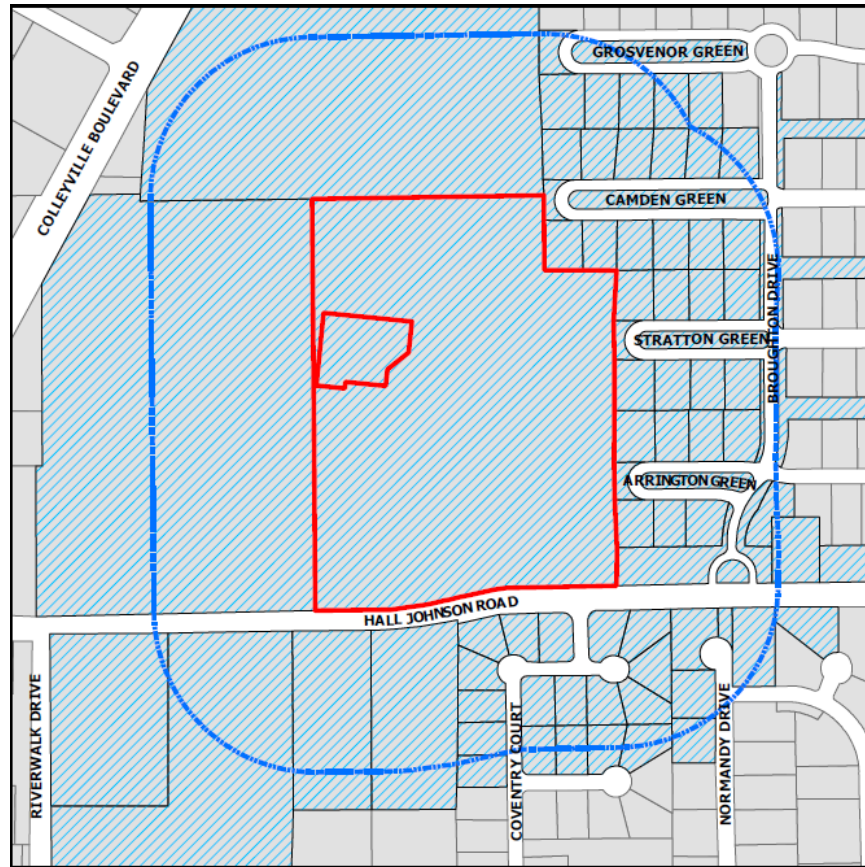
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

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

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 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
Principal Planner
jreyff@colleyville.com

ORDINANCE O-20-2112

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 25.69 ACRES ON TRACT 2B AND TRACT 2B02, ABSTRACT 180, IN THE J L BYAS SURVEY, LOCATED AT 5713 COLLEYVILLE BOULEVARD; AUTHORIZING A SPECIAL USE PERMIT FOR A CEMETERY OR MAUSOLEUM; 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. Case ZC20-002; and

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

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

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan 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 25.69 acres on Tract 2B and Tract 2B02, Abstract 180, in the J L Byas Survey, located at 5713 Colleyville Boulevard for a Special Use Permit for a cemetery and mausoleum, 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. This Special Use Permit shall only apply to the uses in combination of a cemetery and mausoleum as described in Exhibit "B".
- b. Grave site spoils are to be stored in the cemetery's maintenance area.
- c. No grave site or cemetery improvement shall be closer than 25 feet to the east property line with the exception of drainage improvements and landscaping.
- d. A minimum of 25 Nellie R. Stevens Holly shrubs shall be planted within the 25 foot setback area.
- e. A minimum of 55 #7 size Texas Privet shall be planted within the 25 foot setback area.

- f. A minimum 3 foot ornamental iron/tubular fence shall be constructed along Hall Johnson Road.
 - g. A minimum 3 foot shrub row shall be planted along Hall Johnson Road.
 - h. Drainage and swale/channel improvements shall be made along the eastern property line and within the Broughton Addition.
 - i. No private mausoleum/crypt over 6 feet in height shall be allowed within 100 feet of Hall Johnson Road.
- 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 this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of March 2020.

The second reading and public hearing being conducted on the 17th day of March 2020.

PASSED AND APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 17TH DAY OF MARCH 2020.

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 Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

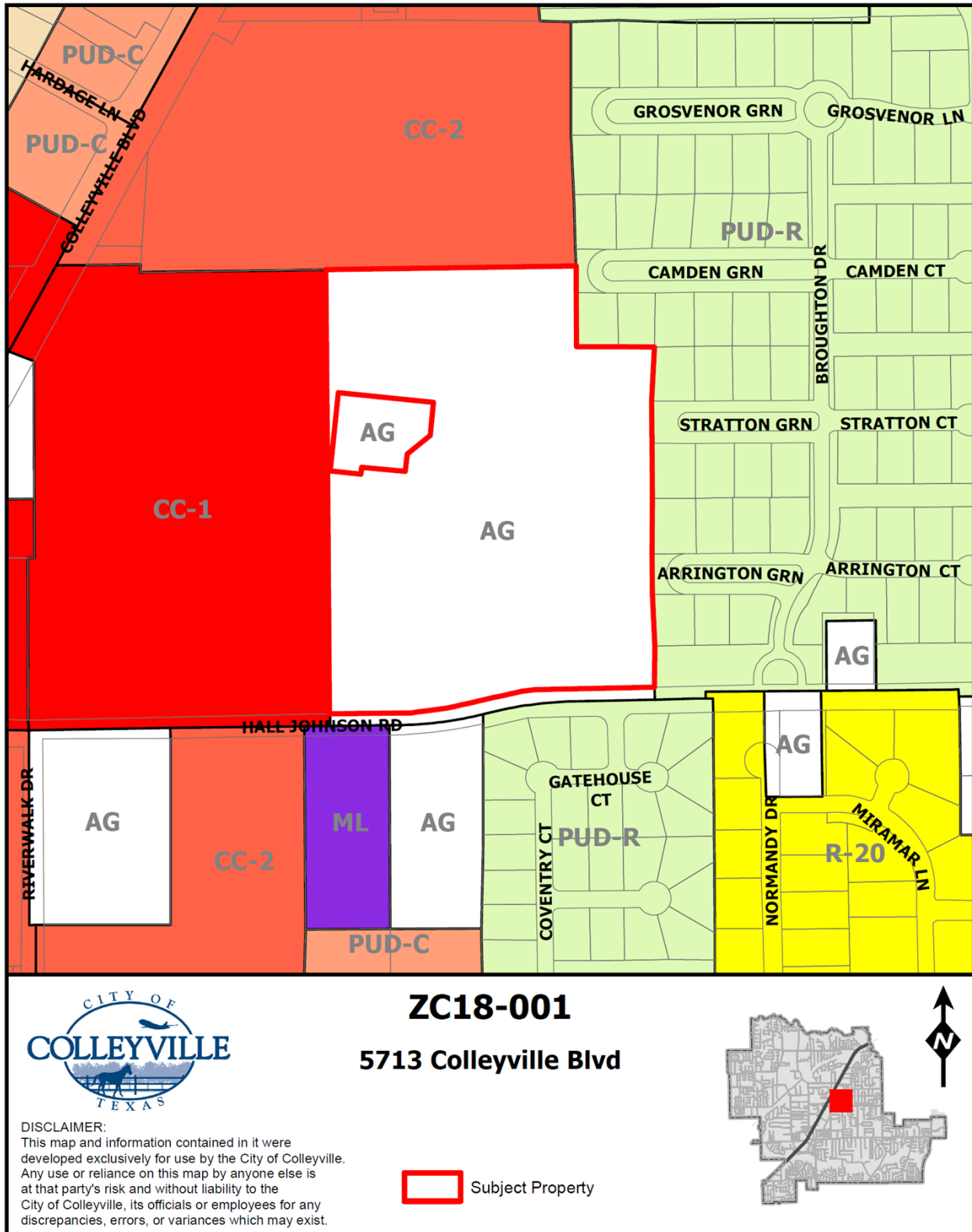


Exhibit "B" – Statement of Planning Objectives

Statement of Planning Objectives

Statement of Objectives
Bluebonnet Hills Funeral Home and Memorial Park
5725 Colleyville Blvd. Colleyville, Texas 76034
January 13, 2020

This is a request by Bluebonnet Hills Funeral Home and Memorial Park to rezone a 25.69 acre tract from an AG District to a CC-1 Village Retail District with a Specific Use Permit for cemeteries and mausoleums.

Background:

Bluebonnet Hills has been operating a funeral home and cemetery at this location since 1953. In the Spring of 2018, it began to expand gravesites into the far eastern portion of the cemetery when a zoning deficiency was discovered. This area is zoned AG and a zoning change was necessary to develop gravesites in this area. The approval of the zoning change and associate SUP would allow for the expansion and operation of the cemetery use. Therefore, Bluebonnet Hills filed an application for a zoning change, which was later denied on 6/11/18 based on the Planning and Zoning Commission concerns and opposition from adjacent residential property owners.

Response to neighbors:

Over the last eighteen months, Bluebonnet Hills has been working with the Broughton Homeowners Association, Stone Crest Estates Homeowners Association, and adjacent homeowners. Bluebonnet Hills has reached an agreement with the Broughton Homeowners Association, Exhibit C and anticipates reaching an agreement with the Stone Crest Estates Homeowners Association, Exhibit D. Based on these agreements and discussion with adjacent properties, this request for a Specific Use Permit is subject to the following conditions:

1) All undeveloped cemetery areas will be sodded with a ground cover and maintained in a healthy growing conditions by providing adequate water, fertilizer, or other necessary maintenance, Exhibit A.

2) Excess grave site spoils will be temporarily stored in the cemetery's maintenance area and periodically moved off site.

3) Sediment and debris located in the existing swale along the east property will be removed within three months from the passage of the ordinance approving the zoning. Great care will be taken to protect trees along the east and north property lines during this maintenance effort. Bluebonnet Hills agrees to replace any trees damaged during this process and agrees to maintain the existing swale as necessary unless the City of Colleyville requires an alternate process.

4) Bluebonnet Hills will contribute \$32,000.00 plus taxes and an additional \$4,000.00 for cost coverage toward the dredging of the existing retention pond located in the common area of the

Statement of Planning Objectives

Broughton subdivision subject the provisions found in the agreement between Bluebonnet Hills and Broughton HOA, Exhibit C.

5) Bluebonnet Hills will construct a new concrete swale parallel to the existing swale extending from the northeast corner of the site to the inlet into Broughton's retention pond, Exhibits E & F.

6) Drainage from the cul-de-sac located near the northeast corner of the site will be redirected into the new concrete swale to minimize water discharges into the residential street.

7) Necessary regrading directing drainage from or parallel to the eastern property line toward the southeastern corner of the site will be initiated. Submittal of final engineering plans and required permits for drainage and swale design must be submitted to the City of Colleyville within three months from passage of the ordinance approving the zoning and construction must begin with begin with six months from City of approval for the plans and permits or a later date as determined by the City of Colleyville, Exhibits E & F.

8) All future site development must comply with City of Colleyville drainage and erosion control regulations in effect at the time of future site development.

9) A twenty-five-foot setback will be provided along the east property line, Exhibits B & G.

10) Landscaping shall be consistent with the Master Plan, Exhibit B, subject to the following provisions.

a) Plant a minimum of 25 Nellie R. Stevens Holly shrubs in the 25-foot setback area. Initially, shrubs will be 6 feet high and can mature up to 20 feet in height with a 15-foot spread.

b) Plant a minimum of 55 #7 size Texas Privet in the 25-foot setback as show on the Master Plant. The Texas Privet will mature to a height of 10 feet with an 8-foot spread.

c) Final plant location will be determined in the field in consultation with the Broughton HOA and planted within nine months of passage of the zoning ordinance or as directed by the City of Colleyville based on the optimum planting seasons.

d) Tree planting in the proposed cemetery use areas shall match tree patterns in the developed cemetery areas.

e) Bluebonnet Hills agrees to landscape the entire boarder backing up to Broughton property with a consistent landscaping plan as outlined above. Dead trees or shrubs will be replaced in accordance with the landscaping plan shown on the Master Plan, Exhibit B.

f) All planting will be irrigated.

Statement of Planning Objectives

11) Bluebonnet Hills will construct a minimum, 3-foot high ornamental iron/tubular fence along Hall Johnson Road as shown in the Master Plan, Exhibit B. The existing chain-link fence will be replaced with the new fence.

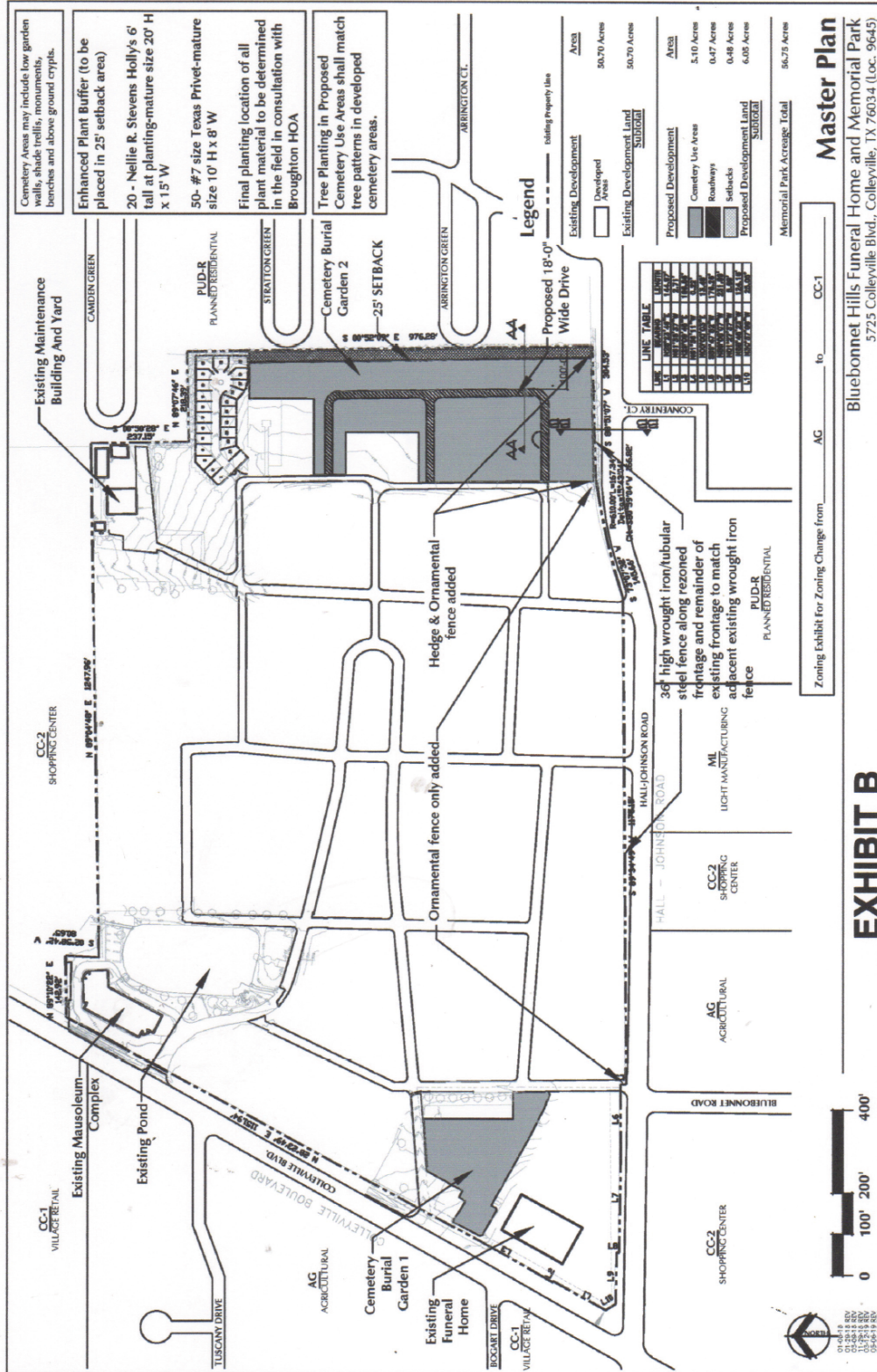
12) Bluebonnet Hills will plant a solid 3-foot high shrub row along Hall Johnson as shown on Exhibits B and H. The shrubs will be planted within three months from the passage of the rezoning ordinance or during optimum planting season, whichever is less time. The shrubs will be maintained at a height of 3 feet.

13) Bluebonnet Hills will plant evergreen trees as grave sites are developed consistent with the current tree coverage. All trees and plants will be irrigated and will be replaced on a timely basis if they should die.

Conclusion:

Bluebonnet Hills appreciates the time that neighbors spent working with it to reach an agreement and respectfully request the support of the Planning and Zoning Commission and City Council.

Exhibit "C" – Zoning Exhibit



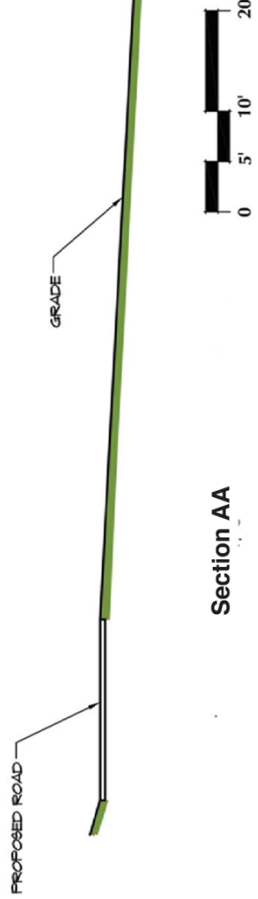
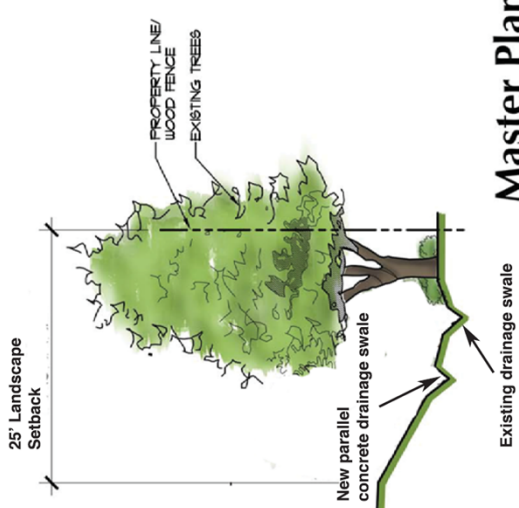
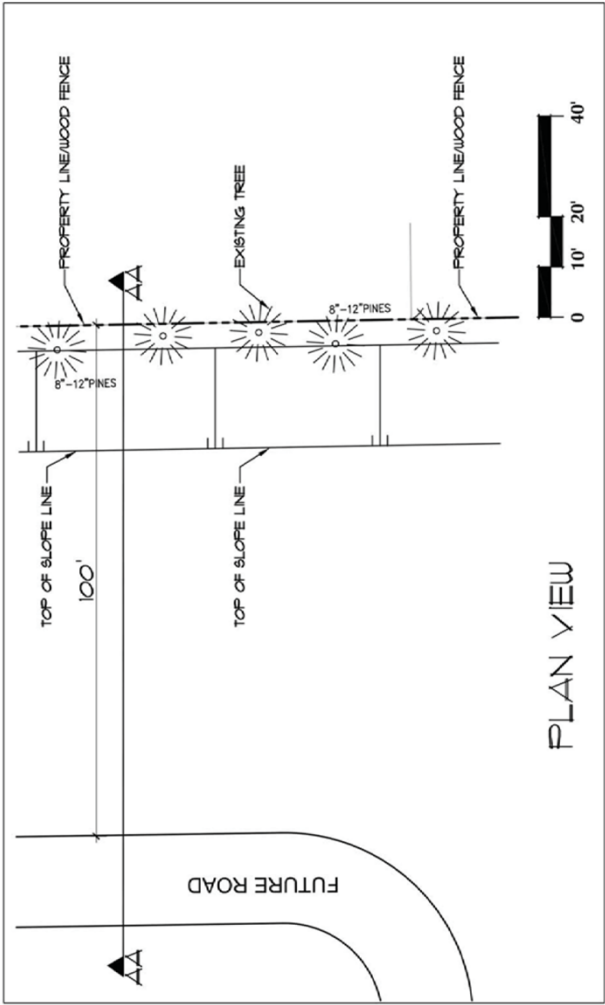
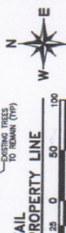


EXHIBIT G

Master Plan

Bluebonnet Hills Funeral Home and Memorial Park
 5725 Colleyville Blvd., Colleyville, TX 76034 (Loc. 9645)
 11/27/18





Existing view of Bluebonnet Hills site frontage at Hall Johnson Road



Proposed view of Bluebonnet Hills site frontage at Hall Johnson Road

EXHIBIT H





City of Colleyville City Council Agenda Briefing

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

Agenda Number 3c

Agenda Date 4/7/2020

Number Ordinance O-20-2113

Type Ordinance

Department Community Development

Title

Consideration of a zoning change request from the PUD-C Planned Unit Development – Commercial district to the PUD-C Planned Unit Development – Commercial district for the Heritage Farms addition, being Lots 1-3, Block A, Heritage Farms, located at 913 Cheek-Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court, Case ZC19-009

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Second Reading & Public Hearing

Several residents expressed concerns during the public hearing regarding drainage and proximity of the project to adjacent properties. Additional questions were asked regarding the business plan. This item was tabled at the March 3, 2020 City Council meeting in order to continue conversations with adjacent property owners and City staff. The City Council also recommended having a worksession discussion, which occurred March 17, 2020.

First Reading & Public Hearing

Don Stephens, the applicant, has submitted a request to rezone the 18.45 acre property located at 913 Cheek Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court from PUD-C Planned Unit Development-Commercial 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 senior living community for the property.

Existing Conditions/Background: The subject property is platted as Lots 1, 2, and 3, Block A, of the Heritage Farms Addition and is currently undeveloped. The applicant proposes to develop the property into a Senior Living Community. The current zoning was approved in 2012 and allows for a senior living community, but it never developed.

Proposed Zoning Change:

Request – The request is to rezone from the PUD-C Planned Unit Development Commercial to the PUD-C Planned Unit Development - Commercial district. The request is to construct a senior living community development that is restricted to individuals

55 years old and above.

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, with the proposed new configuration and a decrease in the number of units, necessitates the change in zoning and request for a new PUD-C Planned Unit Development-Commercial district. This property has zoning, which was approved in 2012, for a senior living community. At that time, the total unit count was 281 units to include 162 independent units, 74 assisted living units, and 45 memory support units. The average independent living units were between 625 s.f. – 1,200 s.f. The height of the buildings were approved up to 2 ½ stories. Total project size was 321,500 s.f. with 282 parking spaces. The buildings were also not connected to each other and there was a retail building to be constructed along Cheek Sparger Road.

Per the proposed PUD, this project is requesting to significantly vary from the 2012 ordinance. The request includes 164 independent living units, 32 assisted living units, and 24 memory care units. This is a reduction in the total unit count from 281 units to 220 units. The average independent unit size is increased to 850 s.f. – 1,400 s.f. The height of the buildings is proposed to be two stories. The total project size is 326,700 s.f. with 371 parking spaces in Phase I and 33 spaces in Phase II, for a total of 404 spaces. The exterior walls of the buildings shall be a minimum of 50 percent masonry materials. The buildings are connected and there is no retail building proposed. This development would provide 50 percent common open space.

Regarding public improvements, the current PUD-C district requires the developer to improve the intersection of Cheek Sparger Road and Bedford Road/Bedford Court with a roundabout. The applicant is still committed to the requirement but is evaluating the level of participation with the improvement. The applicant will also add a right-turn-only lane to northbound Wayne Drive where it intersects Cheek Sparger Road. A City/Developer Agreement (CDA) shall be accepted prior to any applications by the developer and City Council. Additionally, the developer is proposing a Payment in Lieu of Taxes, or PILOT, payment to the City to offset the increase in Emergency Medical Costs from this project.

The Land Development Code only allows the proposed senior living community with Planned Unit Development Commercial zoning.

Surrounding Development: Property to the south and east is located in the City of Bedford and has developed with single family homes. Property to the north has CC-1

Village Retail zoning and PUD-R Planned Unit Residential zoning and has developed with commercial uses south of Cheek Sparger Road and residential uses with single family homes north of Cheek Sparger Road. Property to the west has PUD-C Planned Unit Commercial zoning and has developed as Colleyville Covenant Christian Academy.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property and most of the property near this location along Cheek Sparger is planned for future commercial use. The addition of the senior living community 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 project reduces the number of units while maintaining 50% of pervious cover.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request as presented at their February 10, 2020 meeting by a vote of 4-1.

Financial Impact

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

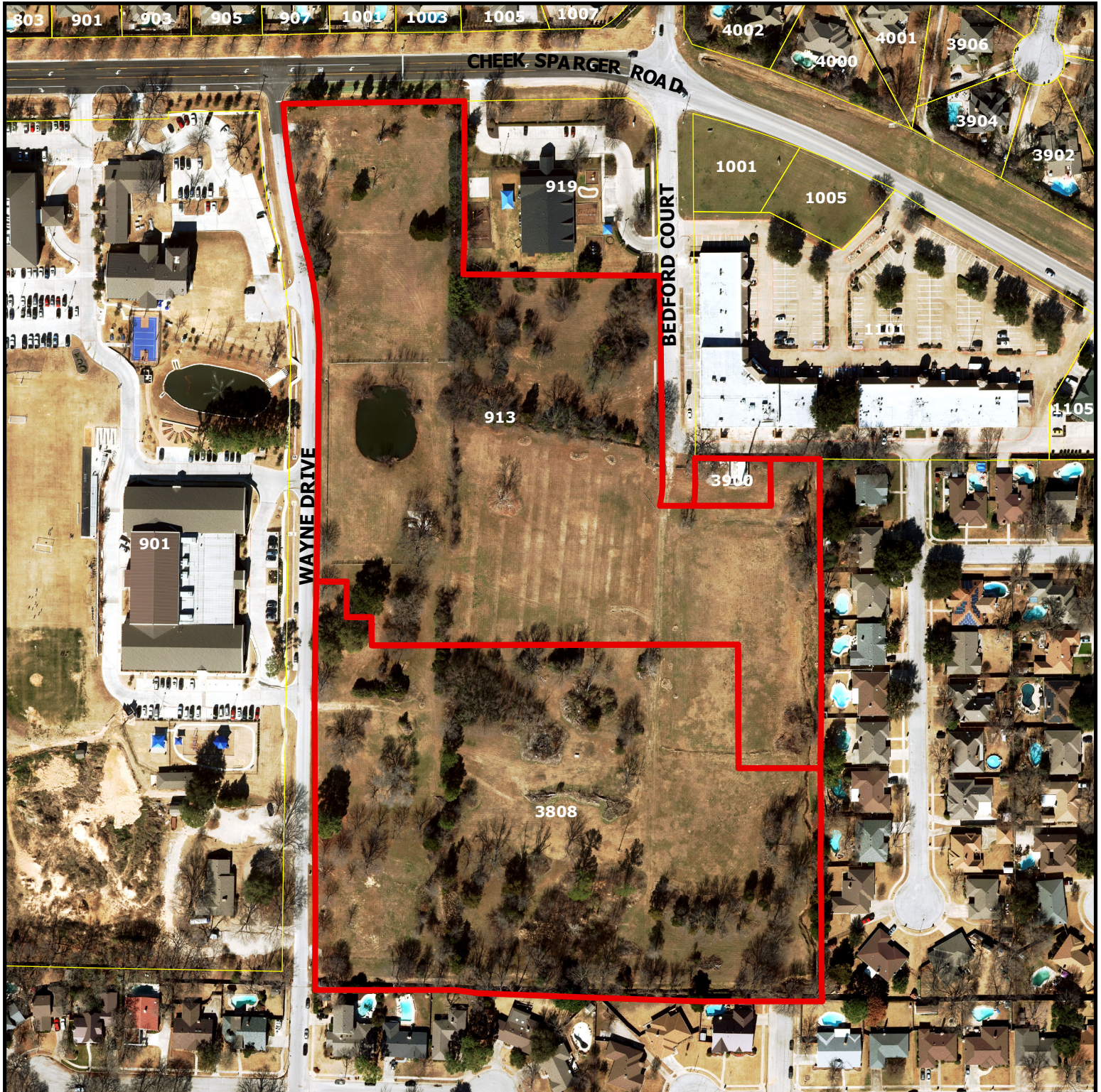
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Aerial View of Current Tree Site
7. Tree Preservation Plan
8. Building Elevations
9. Perimeter Wood Fencing Exhibit
10. Parking Shade Structure Exhibit
11. Comparison Matrix for Proposed Plan
12. PUD Ordinances O-12-1832
13. Proposed PUD Ordinance Amendments
14. Economic Development Plan
15. Traffic Study
16. Building Entrance Rendering
17. MRC Existing vs Proposed Water Surface Elevations
18. MRC Cross Sections
19. MRC Prop Site Plan and Ponds
20. MRC Preliminary Drainage Analysis Report
21. Notification Map
22. Notification List
23. Property Owner Notification
24. Letters of Opposition
25. Ordinance O-20-2113

Aerial Map



ZC19-009

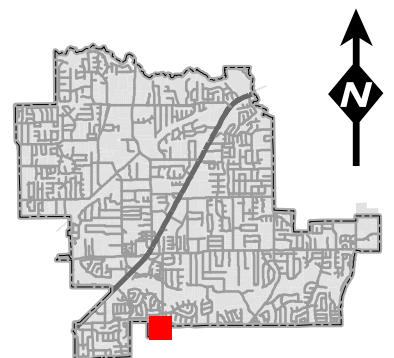
**913 Cheek Sparger Rd,
3808 Wayne Dr, and 3900 Bedford Ct**

DISCLAIMER:

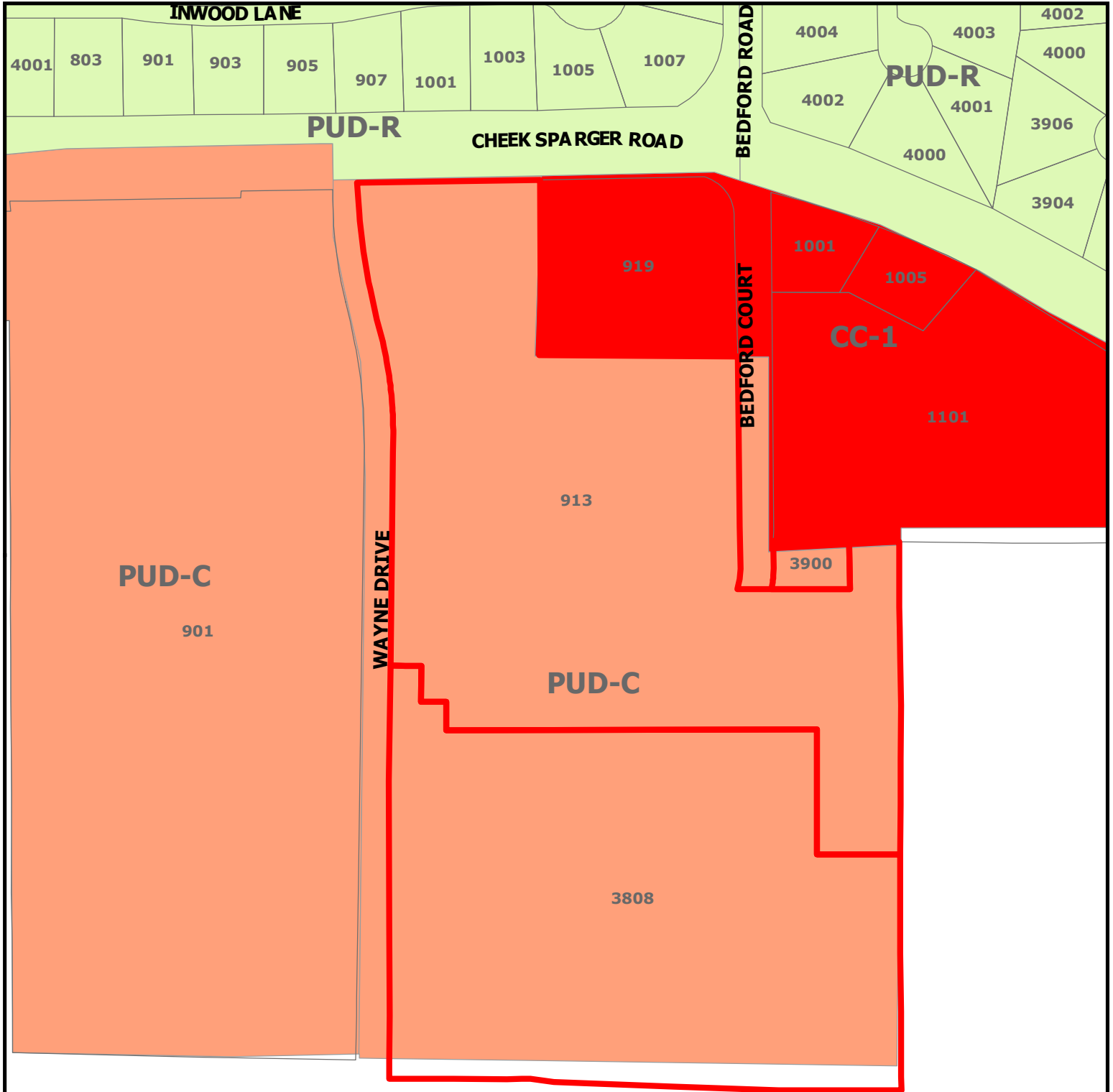
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Subject Property



Zoning Map



ZC19-009

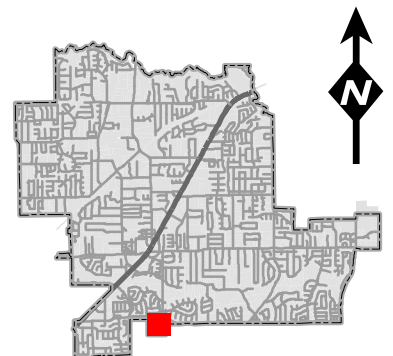
**913 Cheek Sparger Rd,
3808 Wayne Dr, and 3900 Bedford Ct**

DISCLAIMER:

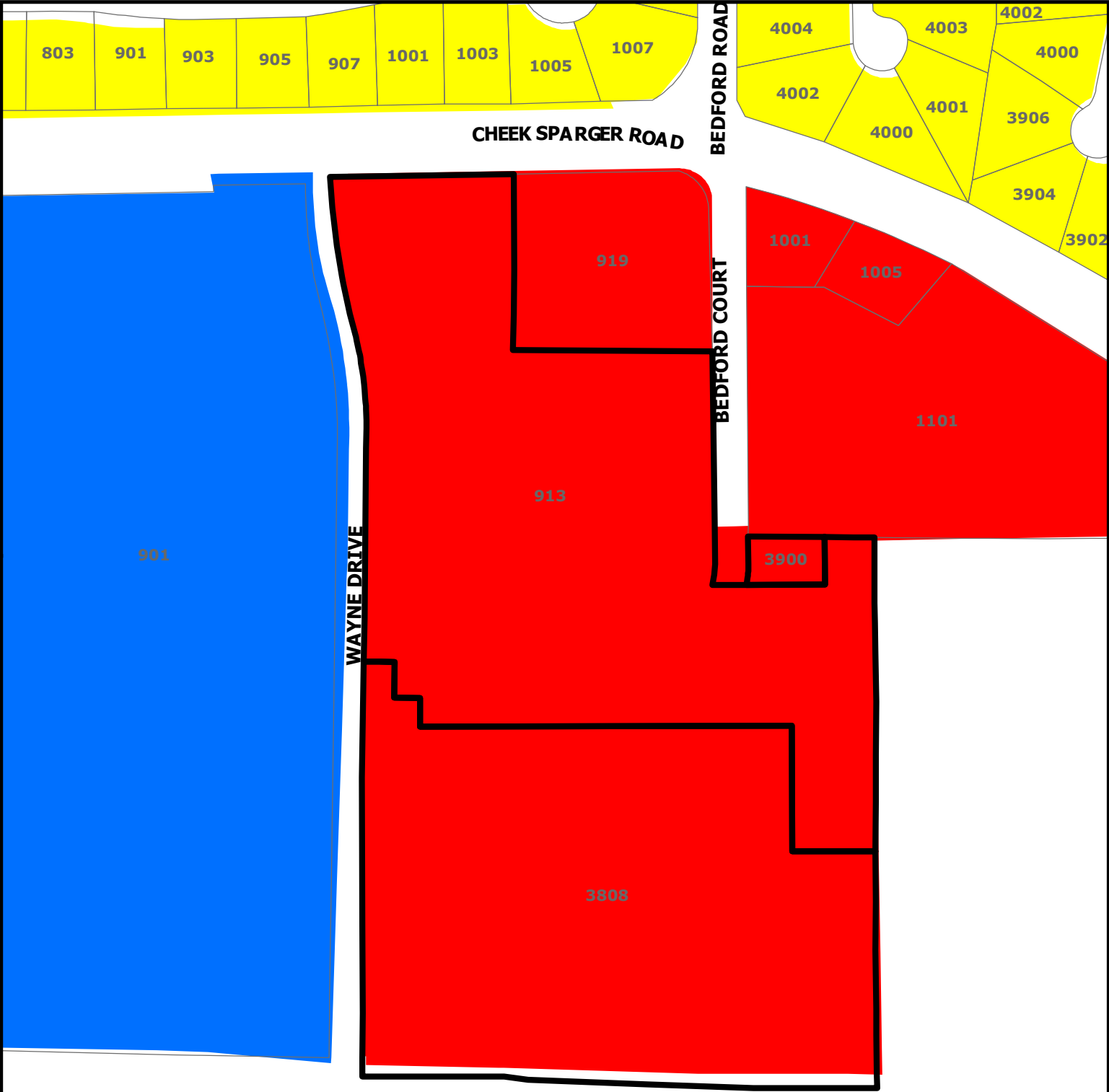
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Subject Property



Future Land Use Map



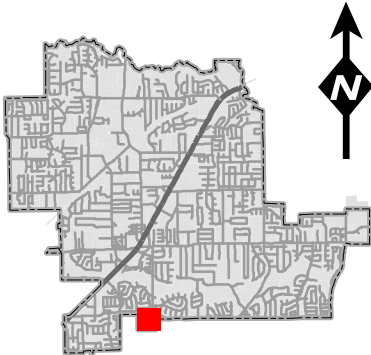
ZC19-009

**913 Cheek Sparger Rd,
3808 Wayne Dr, and 3900 Bedford Ct**



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-  Subject Property
-  Residential
-  Commercial
-  Institutional



Statement of Planning Objectives

Colleyville Senior Living Community

Statement of Planning Objectives

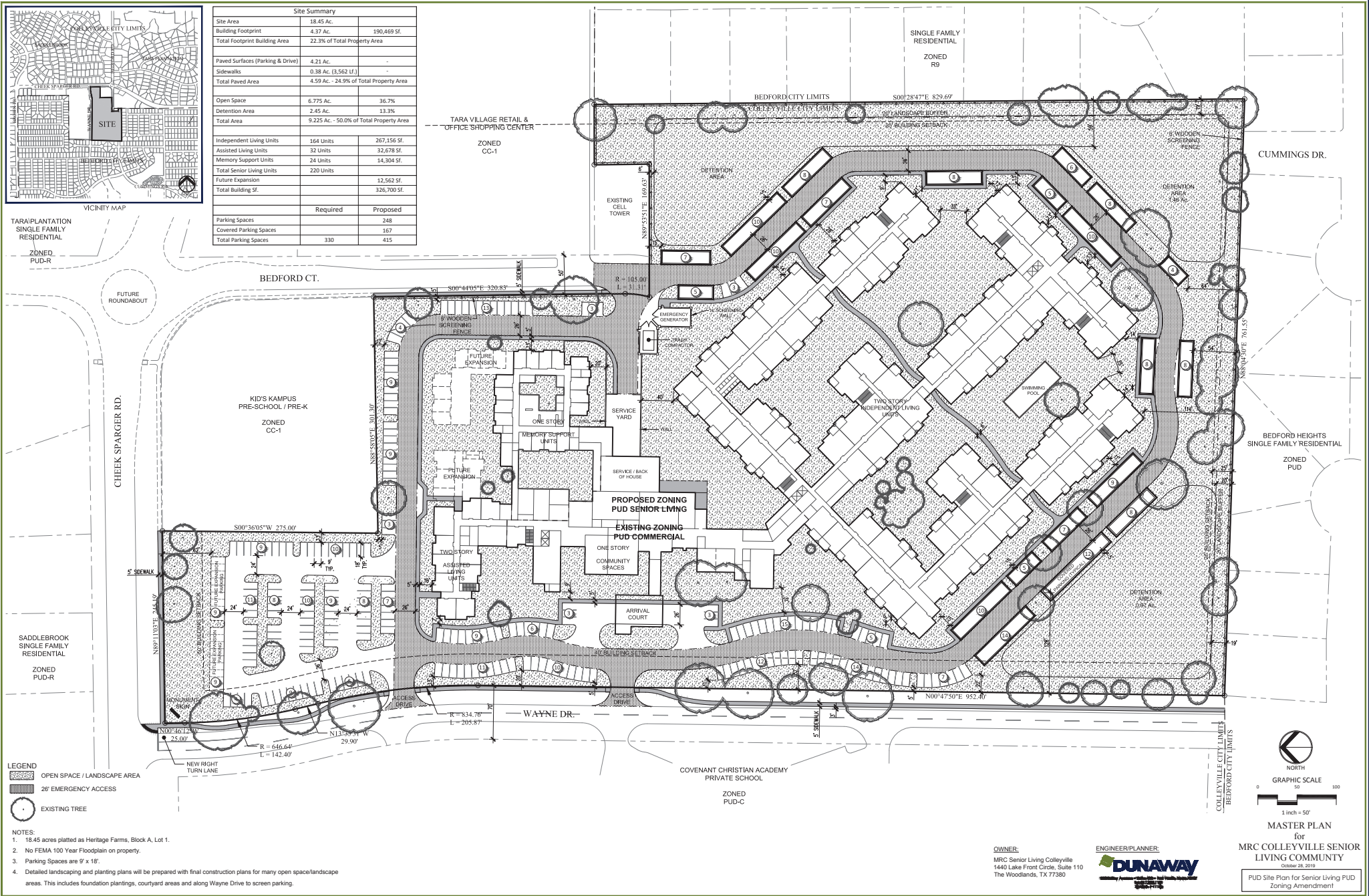
The Colleyville Senior Living Community will provide a master planned, life care retirement community with three levels of service: independent living (IL), assisted living (AL), and memory support (MS).

The project is designed to be compatible with the surrounding land uses and will be in conformance with the intent parameters of the existing PUD zoning.

The previous retail/office component has been eliminated and the number of living units has been decreased to reduce the intensity of the use and to decrease traffic volumes. Additionally, the previously detached buildings will now be connected, which will allow for improved internal resident circulation and for more efficient delivery of services.

The site plan layout will provide over 50% open space and will protect existing trees or plant replacement trees, when necessary. This design will provide quality outdoor spaces for the residents and their families.

Site Plan

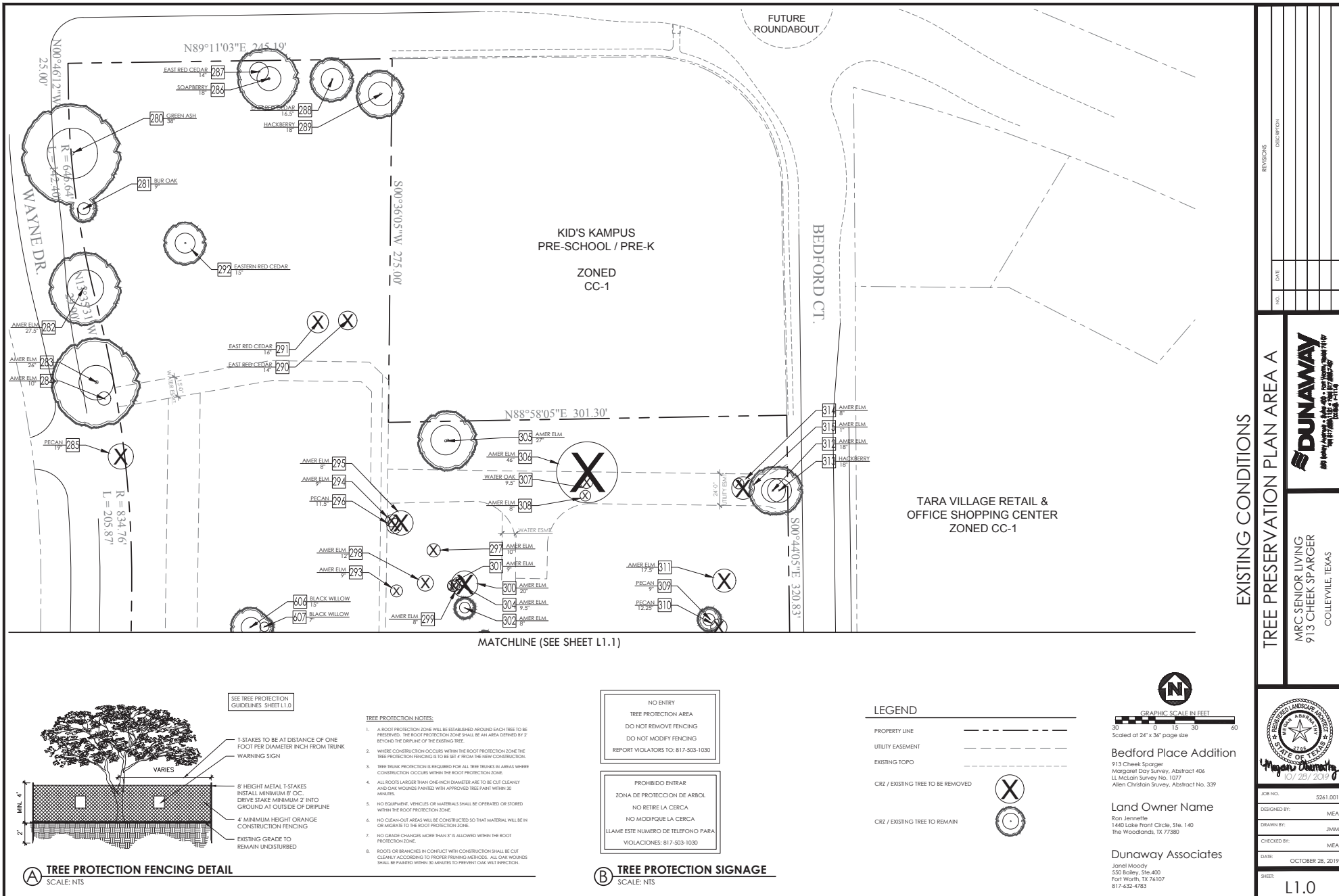


Site Aerial

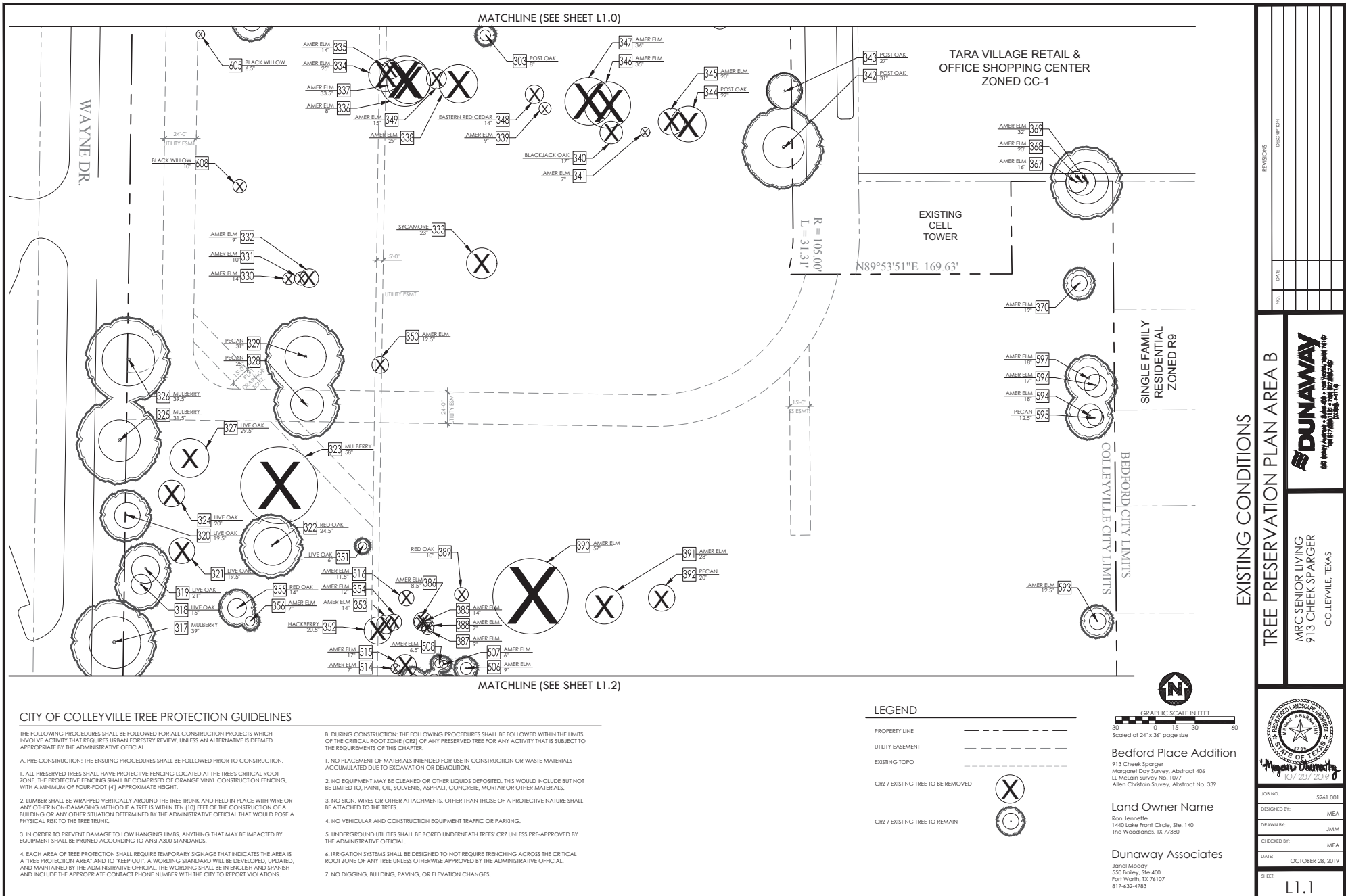
18.45 Gross Acres



Tree Preservation Plan



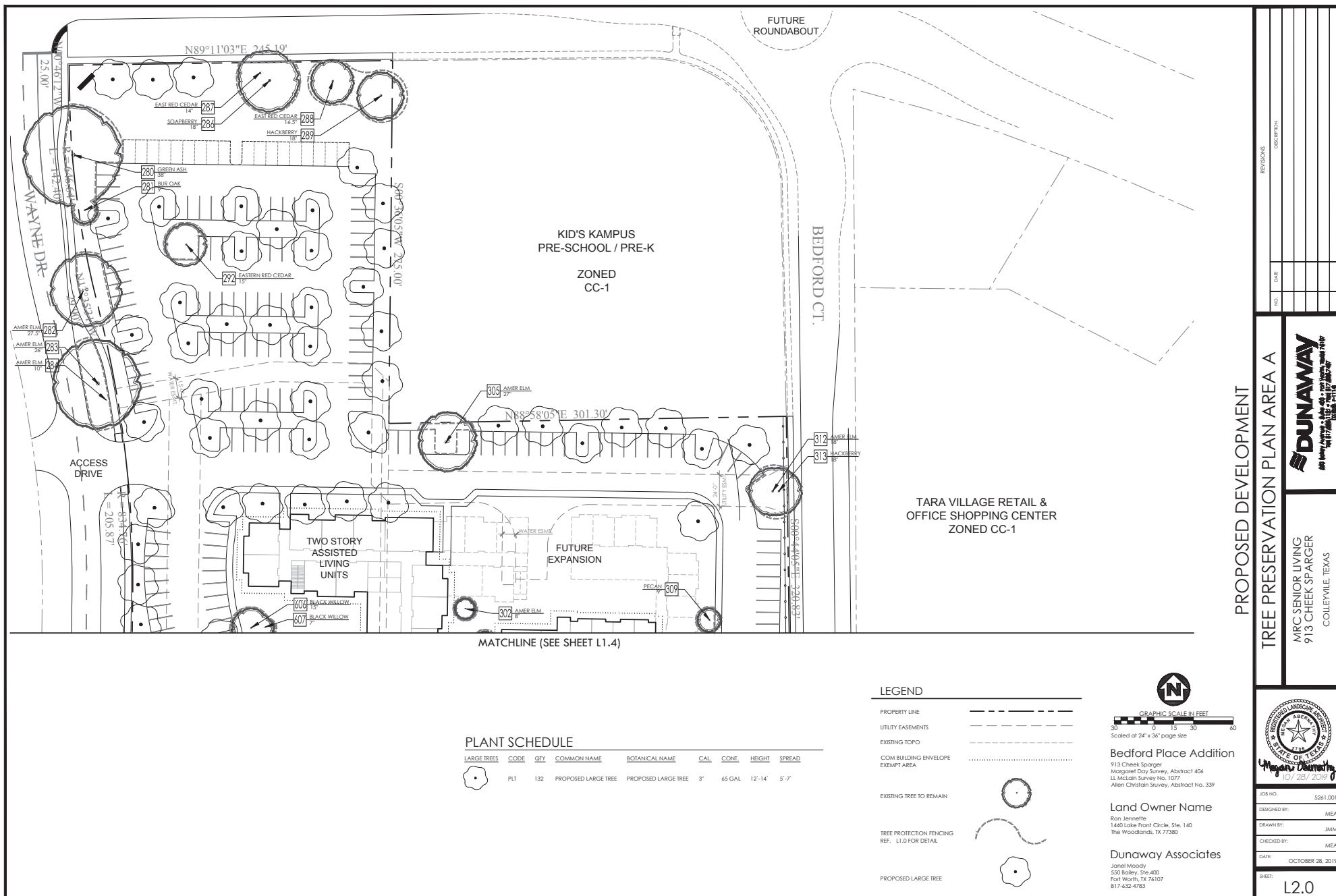
Tree Preservation Plan



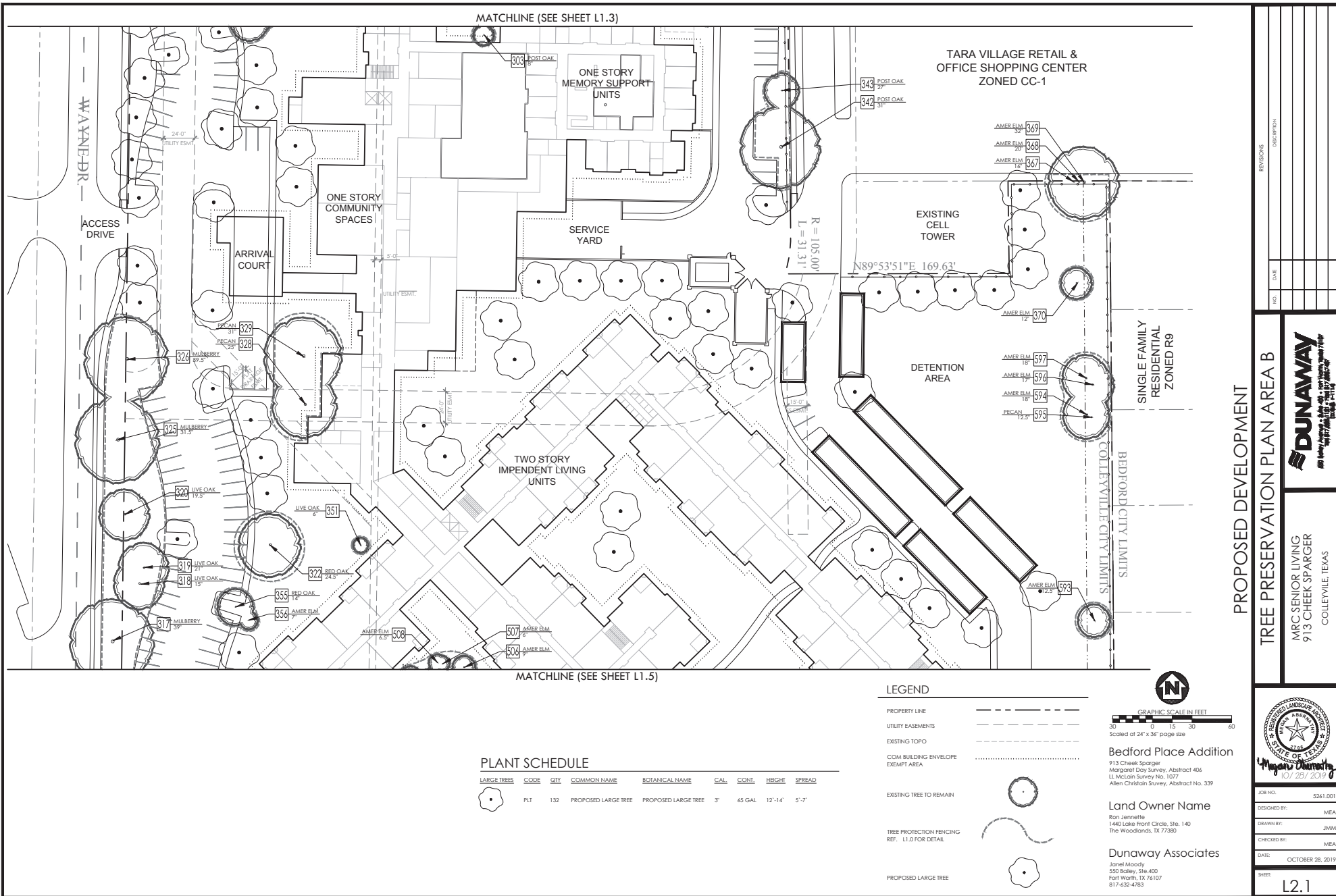
MATCHLINE (SEE SHEET L1.1)



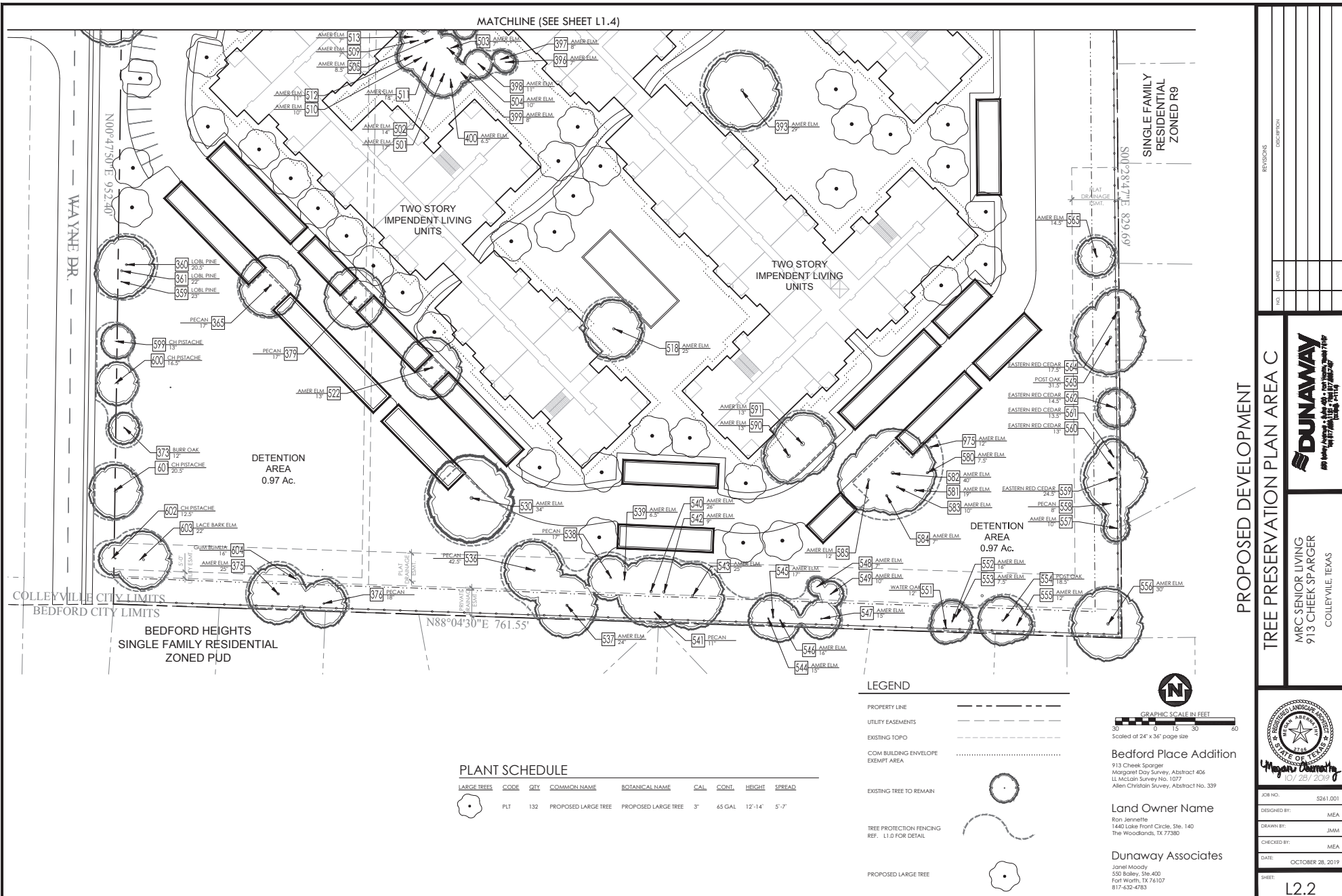
Tree Preservation Plan



Tree Preservation Plan



Tree Preservation Plan



Tree Preservation Plan

TAG NUMBER	CAULPER INCHES	CANOPY SF	SPECIES	EXCLUSIONS	REMOVE/PRESERVE
1281	9	254.3	Burr Oak / HERITAGE		PRESERVE
1282	38	4584.2	Green Oak / HERITAGE		PRESERVE
1283	25	2122.6	American Elm / HERITAGE	OFFSITE	PRESERVE
1284	10	314.0	American Elm	OFFSITE	PRESERVE
1285	19	1133.5	Pecan	OFFSITE	PRESERVE
1286	18	1017.4	Hackberry		PRESERVE
1287	14	615.4	Eastern Red Cedar		PRESERVE
1288	15	615.4	Eastern Red Cedar		PRESERVE
1289	18	1017.4	Hackberry	NON-PROTECTED	PRESERVE
1290	14	615.4	Eastern Red Cedar		PRESERVE
1291	18	803.8	Eastern Red Cedar		PRESERVE
1292	15	706.5	Eastern Red Cedar		PRESERVE
1293	9	254.3	American Elm	CBE	REMOVE
1294	11.5	415.3	American Elm	CBE	REMOVE
1295	9	254.3	American Elm	CBE	REMOVE
1296	10.7	1017.4	American Elm	CBE	REMOVE
1297	10	314.0	American Elm	CBE	REMOVE
1298	12	451.2	American Elm	CBE	REMOVE
1299	8	201.0	American Elm	CBE	REMOVE
1300	9.5	283.4	American Elm	CBE	REMOVE
1301	5	254.3	American Elm	CBE	REMOVE
1302	8	201.0	American Elm		PRESERVE
1303	8	201.0	Post Oak		PRESERVE
1304	10	1256.0	American Elm	CBE	REMOVE
1305	27	2289.1	American Elm / HERITAGE		PRESERVE
1306	46	6644.2	American Elm, multi / HERITAGE	EXEMPT-CT	REMOVE
1307	9.5	283.4	Water Oak		REMOVE
1308	8	201.0	American Elm		REMOVE
1309	8	254.3	Pecan		PRESERVE
1310	12.5	490.6	Pecan		REMOVE
1311	17.5	961.6	American Elm		REMOVE
1312	1017.4		American Elm		PRESERVE
1313	18	1017.4	Hackberry	NON-PROTECTED	PRESERVE
1314	8	201.0	American Elm		REMOVE
1315	17	807.5	American Elm, multi		REMOVE
1317	39	4775.9	Mulberry / HERITAGE	OFFSITE	PRESERVE
1318	15	706.5	Live Oak		PRESERVE
1319	21	1184.7	Live Oak		PRESERVE
1320	13.5	1184.0	Live Oak		PRESERVE
1321	11.5	1184.0	Live Oak		REMOVE
1322	24.5	1884.9	Red Oak		PRESERVE
1323	58	10668.0	Mulberry / HERITAGE	EXEMPT-CT	REMOVE
1324	20	1256.0	Live Oak		REMOVE
1325	31.5	3115.7	Mulberry / HERITAGE	OFFSITE	PRESERVE
1326	39.5	4899.2	Mulberry, multi / HERITAGE		PRESERVE
1327	27.5	2712.6	Live Oak, multi / HERITAGE		REMOVE
1328	25	1962.5	Pecan / HERITAGE		PRESERVE
1329	31	3517.5	Pecan / HERITAGE		PRESERVE
1330	9	254.3	American Elm	CBE	REMOVE
1331	10	314.0	American Elm	CBE	REMOVE
1332	14	615.4	American Elm	CBE	REMOVE
1333	23	1661.1	Sycamore	CBE	REMOVE
1334	25	1962.5	American Elm / HERITAGE		REMOVE
1335	14	615.4	American Elm	CBE	REMOVE
1336	8	201.0	American Elm	CBE	REMOVE
1337	33.5	3512.9	American Elm / HERITAGE		REMOVE
1338	29	2840.7	American Elm / HERITAGE		REMOVE
1339	9	254.3	American Elm	CBE	REMOVE
1340	17	807.5	Blackjack Oak / HERITAGE		REMOVE
1341	7	359.9	American Elm	CBE	REMOVE
1342	31	3517.5	Post Oak / HERITAGE		PRESERVE
1343	27	2289.1	Post Oak		PRESERVE
1344	27	2289.1	Post Oak, multi / HERITAGE	CBE	REMOVE
1345	20	1256.0	American Elm	CBE	REMOVE
1346	35	3846.5	American Elm / HERITAGE		REMOVE
1347	36	4089.4	American Elm / HERITAGE		REMOVE
1348	14	615.4	Eastern Red Cedar	CBE	REMOVE
1349	15	706.5	American Elm	CBE	REMOVE
1350	12.5	490.6	American Elm	CBE	REMOVE
1351	6	113.0	Live Oak		PRESERVE
1352	20.5	1319.6	Hackberry, multi	NON-PROTECTED	REMOVE
1353	14	615.4	American Elm		REMOVE
1354	12	451.2	American Elm		REMOVE
1355	14	615.4	Red Oak		PRESERVE
1356	7	359.9	American Elm		PRESERVE
1357	33.5	3512.9	Green Ash		REMOVE
1358	18	1017.4	Pecan		REMOVE
1359	23	1461.1	Liberty Pine		PRESERVE
1360	20.5	1319.6	Liberty Pine		PRESERVE
1361	22	1518.8	Liberty Pine		PRESERVE
1362	17	807.5	Pecan		REMOVE
1363	11	379.9	Pecan		REMOVE
1364	12	451.2	Pecan		REMOVE
1365	17	807.5	Pecan, multi		PRESERVE
1366	23.5	1784.1	Pecan, multi		REMOVE
1367	16	803.8	American Elm		PRESERVE
1368	20	1256.0	American Elm		PRESERVE
1369	32	3215.4	American Elm / HERITAGE		PRESERVE
1370	12	451.2	American Elm		PRESERVE
1371	49	7539.1	Silver Maple, multi / HERITAGE	EXEMPT-CT	REMOVE
1372	8.5	226.9	Burr Oak		REMOVE
1373	12	451.2	Burr Oak		PRESERVE
1374	10	314.0	Burr Oak		REMOVE
1375	25	1962.5	American Elm / HERITAGE		PRESERVE
1376	18	1017.4	Pecan		PRESERVE
1377	8	201.0	American Elm		REMOVE
1378	15	706.5	Pecan, multi		REMOVE
1379	17	807.5	Pecan		PRESERVE

TAG NUMBER	CAULPER INCHES	CANOPY	SPECIES	EXCLUSIONS	REMOVE/PRESERVE
1380	13.5	1133.5	Liberty Pine		PRESERVE
1381	20	1256.0	Eastern Red Cedar		REMOVE
1382	21	1266.7	Liberty Pine	CBE	REMOVE
1383	19	1133.5	Liberty Pine	CBE	REMOVE
1384	22	1518.8	Hackberry	CBE/NON-PROTECTED	REMOVE
1385	14	615.4	American Elm	CBE	REMOVE
1386	8.5	226.9	American Elm		REMOVE
1387	9	254.3	American Elm	CBE	REMOVE
1388	7	133.0	American Elm	CBE	REMOVE
1389	10.5	346.2	Red Oak		REMOVE
1390	15	803.8	American Elm, multi / HERITAGE	EXEMPT-CT	REMOVE
1391	28	2461.8	American Elm / HERITAGE		REMOVE
1392	20	1256.0	Pecan, multi	CBE	REMOVE
1393	20	2461.7	American Elm, multi / HERITAGE		PRESERVE
1394	9	254.3	Live Oak	CBE	REMOVE
1395	22	1518.8	Pecan		REMOVE
1396	7	133.0	American Elm		PRESERVE
1397	8	201.0	American Elm		PRESERVE
1398	11	379.9	American Elm		PRESERVE
1399	8	201.0	American Elm		PRESERVE
1400	6.5	132.7	American Elm		PRESERVE
1401	17	807.5	American Elm		REMOVE
1402	14	615.4	American Elm		PRESERVE
1403	7	133.0	American Elm		PRESERVE
1404	20	2461.0	American Elm		PRESERVE
1405	8.5	226.9	American Elm		PRESERVE
1406	9	254.3	American Elm		PRESERVE
1407	6	113.0	American Elm		PRESERVE
1408	6.5	132.7	American Elm		PRESERVE
1409	7	133.0	American Elm		PRESERVE
1410	10	314.0	American Elm, multi		PRESERVE
1411	13	530.7	American Elm		PRESERVE
1412	13	530.7	American Elm		PRESERVE
1413	7	133.0	American Elm		PRESERVE
1414	7	133.0	American Elm		REMOVE
1415	15	807.5	American Elm, multi	CBE	REMOVE
1416	11.5	415.3	American Elm, multi	CBE	REMOVE
1417	24	1884.7	Pecan	CBE	REMOVE
1418	15	1962.5	American Elm / HERITAGE		PRESERVE
1419	20	1256.0	Pecan, multi	CBE	REMOVE
1420	28	2461.8	Pecan / HERITAGE	CBE	REMOVE
1421	30	2626.0	Pecan / HERITAGE		REMOVE
1422	13	530.7	American Elm		PRESERVE
1423	13	803.8	Pecan		REMOVE
1424	28	2461.8	Eastern Red Cedar / HERITAGE		REMOVE
1425	24	1884.6	Eastern Red Cedar		REMOVE
1426	19	1133.5	Water Oak		REMOVE
1427	19	1133.5	Hackberry	NON-PROTECTED	REMOVE
1428	17	4298.7	Eastern Red Cedar, multi / HERITAGE	EXEMPT-CT	REMOVE
1429	21.5	1734.1	Pecan		REMOVE
1430	34	3629.8	American Elm, multi / HERITAGE		PRESERVE
1431	20	1256.0	Eastern Red Cedar		REMOVE
1432	39	4775.9	Eastern Red Cedar, multi / HERITAGE	CBE	REMOVE
1433	17	807.5	Liberty Pine	CBE	REMOVE
1434	20	1256.0	Liberty Pine	CBE	REMOVE
1435	15	706.5	Liberty Pine	CBE	REMOVE
1436	42.5	5071.6	Pecan, multi / HERITAGE		PRESERVE
1437	25	1808.6	American Elm		PRESERVE
1438	17	807.5	Pecan		PRESERVE
1439	6.5	132.7	American Elm		PRESERVE
1440	26	2322.6	American Elm / HERITAGE		PRESERVE
1441	11	379.9	Pecan		PRESERVE
1442	9	254.3	American Elm		PRESERVE
1443	25	1962.5	American Elm, multi / HERITAGE		PRESERVE
1444	15	706.5	American Elm		PRESERVE
1445	17	807.5	American Elm		PRESERVE
1446	16	803.8	American Elm		PRESERVE
1447	15	706.5	American Elm		PRESERVE
1448	7	133.0	American Elm		PRESERVE
1449	30	314.0	American Elm		PRESERVE
1450	25	1962.5	American Elm / HERITAGE		REMOVE
1451	12	451.2	Water Oak		PRESERVE
1452	16	803.8	American Elm		PRESERVE
1453	7.5	176.6	American Elm		PRESERVE
1454	18.5	1074.7	Post Oak / HERITAGE		PRESERVE
1455	12	451.2	American Elm		PRESERVE
1456	30	2626.0	American Elm / HERITAGE		PRESERVE
1457	10	314.0	American Elm		PRESERVE
1458	8	201.0	Pecan, multi		PRESERVE
1459	24.5	1884.8	Eastern Red Cedar		PRESERVE
1460	13	530.7	Eastern Red Cedar		PRESERVE
1461	13.5	572.3	Eastern Red Cedar		PRESERVE
1462	14.5	666.2	Eastern Red Cedar		PRESERVE
1463	21.5	2115.7	Post Oak, multi / HERITAGE		PRESERVE
1464	17.5	864.6	Eastern Red Cedar		PRESERVE
1465	14.5	666.2	American Elm, multi		PRESERVE
1466	17.5	864.6	American Elm		REMOVE
1467	6.5	132.7	American Elm		REMOVE
1468	7	133.0	American Elm		REMOVE
1469	13	176.6	American Elm		REMOVE
1470	9	254.3	American Elm		REMOVE
1471	8	201.0	American Elm		REMOVE
1472	10	314.0	American Elm / HERITAGE		REMOVE
1473	26	2322.6	American Elm / HERITAGE		REMOVE
1474	18	1017.4	Live Oak		REMOVE
1475	14	615.4	American Elm / HERITAGE		REMOVE
1476	14	615.4	Eastern Red Cedar		REMOVE
1477	9.5	283.4	Live Oak		REMOVE
1478	12	451.2	American Elm		REMOVE

TAG NUMBER	CAULPER INCHES	CANOPY	SPECIES	EXCLUSIONS	REMOVE/PRESERVE
1479	14	615.4	American Elm		PRESERVE
1480	7.5	176.6	American Elm		PRESERVE
1481	19	1133.5	American Elm		PRESERVE
1482	40	5040.0	American Elm, multi / HERITAGE	EXEMPT-CT	REMOVE
1483	10	314.0	American Elm		PRESERVE
1484	7	133.0	American Elm, multi		PRESERVE
1485	32	452.2	American Elm		PRESERVE
1486	7.5	176.6	American Elm		REMOVE
1487	9.5	283.4	American Elm, multi		REMOVE
1488	28	2461.8	Hackberry, multi / HERITAGE	NON-PROTECTED	REMOVE
1489	15	706.5	Eastern Red Cedar		REMOVE
1490	23	1661.1	American Elm, multi		PRESERVE
1491	20	1256.0	Eastern Red Cedar		PRESERVE
1492	18	1017.4	American Elm, multi	CBE	REMOVE
1493	12.5	490.6	American Elm, multi		PRESERVE
1494	18	1017.4	American Elm		PRESERVE
1495	12.5	490.6	Pecan		PRESERVE
1496	17	807.5	American Elm		PRESERVE
1497	18	1017.4	American Elm		PRESERVE
1498	25.5	2941.8	Lace Bark Elm / HERITAGE	EXEMPT-CT	REMOVE
1499	13	530.7	Chinese Pistache		PRESERVE
1500	18.5	2543.9	Chinese Pistache		PRESERVE
1501	20.5	1319.6	Chinese Pistache		PRESERVE
1502	12.5	490.6	Lace Bark Elm, multi		PRESERVE
1503	22	1518.8	Live Oak Elm, multi		PRESERVE
1504	36	803.8	Gum Bumelia		PRESERVE
1505	6.5	132.7	Black Willow		REMOVE
1506	15	706.5	Black Willow, multi		PRESERVE
1507	7	133.0	Black Willow		PRESERVE
1508	10	314.0	Black Willow, multi		REMOVE

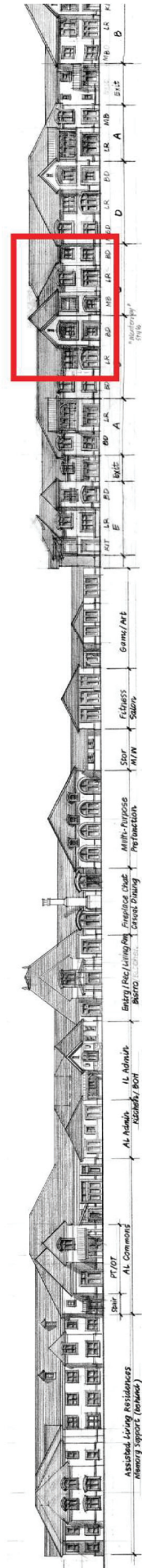
TREE DATA SUMMARY	
TOTAL TREE QUANTITY (NON-EXEMPT)	190
TOTAL TREE DIAMETER INCHES (NON-EXEMPT)	2676
TOTAL TREE CANOPY SF (NON-EXEMPT)	80726.6

TREE DATA	
Preservation Summary	Square Feet
Total SF Canopy of Non-Exempt Trees	167,247
Required 50% Preservation	83,629
Provided Preservation	110,889
Required Mitigation Planting (Heritage Trees 59,811 sf)	299,055
Site Canopy Summary	
Gross Area of Lot	803,625
Building Area	186,006
Net Area of Lot	617,619
Required Tree Coverage (50%)	308,809
Preserved Tree Canopy	110,889
Canopy Required	197,920
Tree Planting for Canopy	99 Trees
Planting Summary	
Trees Required for Mitigation of Heritage Trees (299,055 sf)	149 Trees
Trees Required for Canopy	99 Trees
Remaining Trees Required for Mitigation (149 Trees - 99 Trees)	50 Trees
Total Tree Required (50 M Trees + 99 Trees)	149 Trees
Total Trees Provided (-17)	132 Trees
Mitigation Fees for 31 Trees (954 x 9%)	\$8,600

Building Elevations



Building Elevations



CONCEPTUAL ELEVATION
for
**MRC COLLEYVILLE SENIOR
LIVING COMMUNITY**

September 5, 2019

**PUD Site Plan for Senior Living PUD
Zoning Amendment**

design that lifts the human spirit

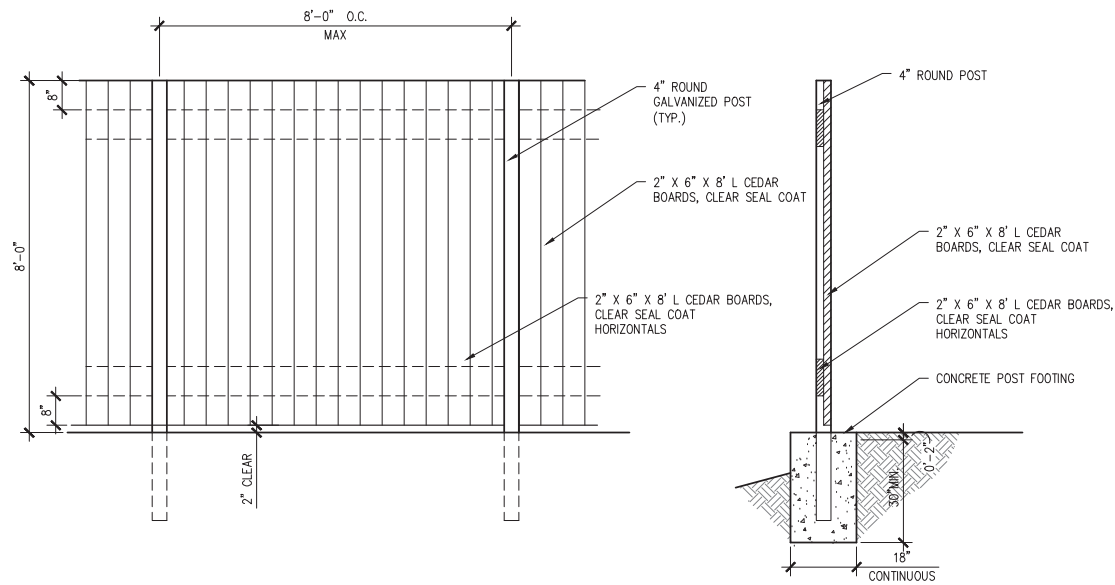
ARCHITECT: **three**

ENGINEER/PLANNER
DUNAWAY
550 Bailey Avenue • Suite 405 • Fort Worth, Texas 76107
Tel: 817.335.1223
Toll Free: 1-811-1141

OWNER:
MRC Senior Living Colleyville
1440 Lake Front Circle, Suite 110
The Woodlands, TX 77380

independent living - conceptual elevation
Scale: 1"=50'

Perimeter Wood Fencing Exhibit

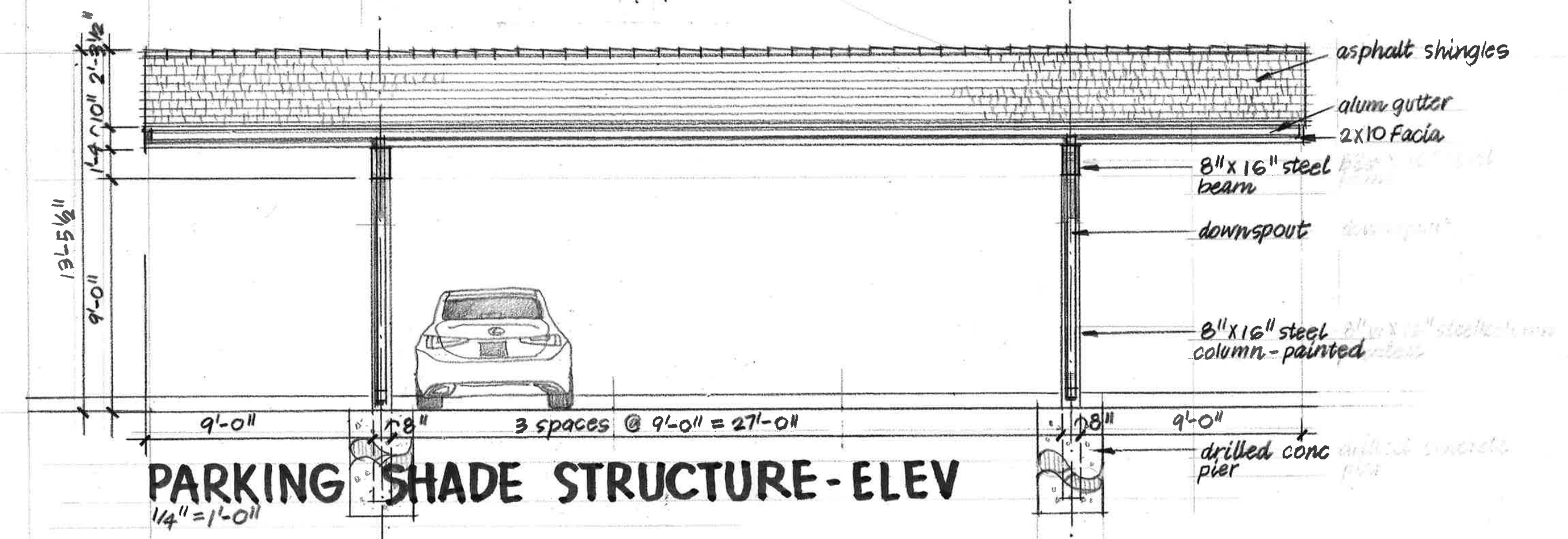
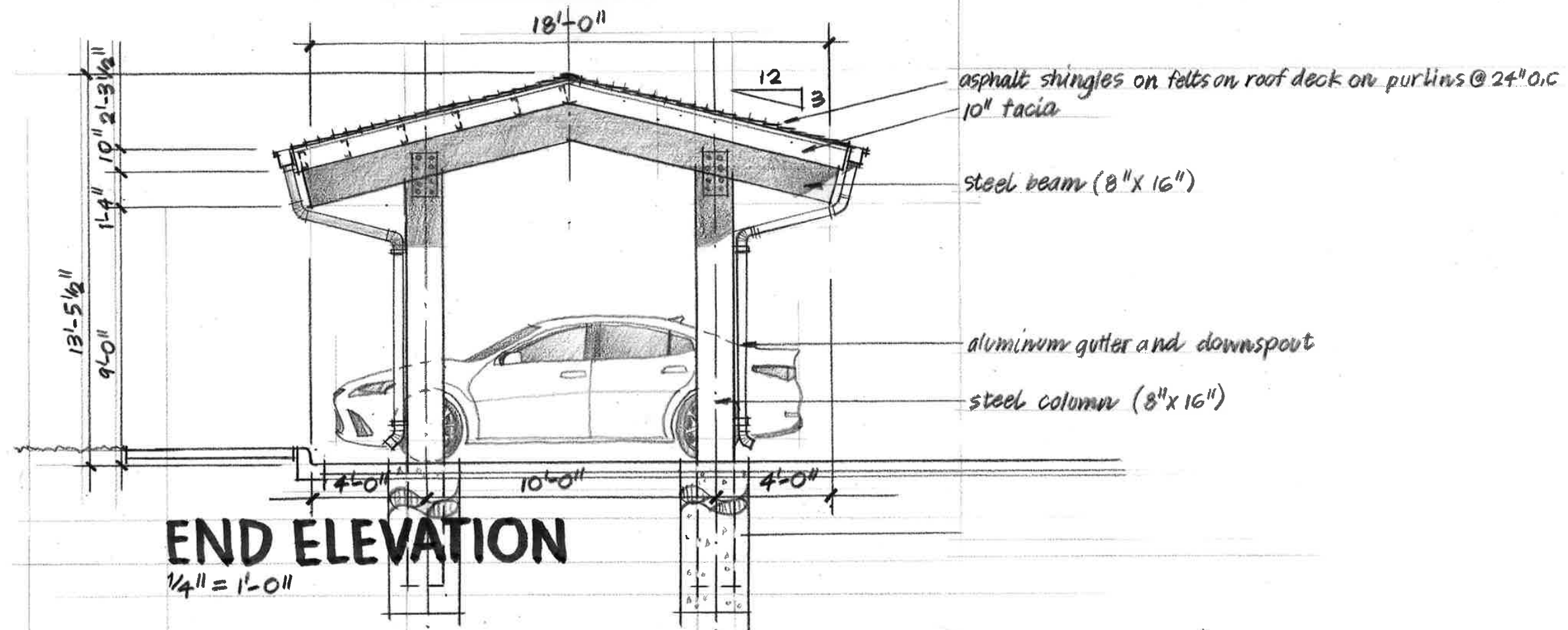


ELEVATION

SECTION

C 8' SCREEN FENCE - WOOD
SCALE: 1/2" = 1'-0"

Parking Shade Structure Exhibit



Project Comparison Matrix

Existing PD		Proposed PD
Land Size w/o cell tower	18.45 acres	18.45 acres
Ownership Type	For Profit	Not-for-Profit, Faith Based Organization
Operational Model	Rental, Fee for Service	Entrance Fee, Continuing Care Retirement Community
Other Uses	Retail/Office Use	Retirement Community Only
Levels of Care	Independent Living, Assisted Living and Memory Support	Independent Living, Assisted Living and Memory Support
Total Unit Count	281 Units	220 Units
Independent Living Units	162	164
Assisted Living Units	74	32 (Phase I: 24; Phase II: 8)
Memory Support Units	45	24 (Phase I:16; Phase II: 8)
Independent Living Unit Sizes (Range & Averages)	625 SF – 1,200 SF 903 SF Average	850 SF – 1,400 SF* 1,100 SF Average*
Number of Stories	2 1/2	2
Total Project Size	321,500 Square Feet	326,700 Square Feet*
Total Parking Spaces	282	Phase I: 367; Phase II: 33*

* Tabulations are approximate and based upon conceptual plans

ORDINANCE O-12-1832

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AS HERETOFORE AMENDED; BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 7.99 ACRES ON LOTS 3 AND 4, BLOCK 1 AND LOTS 1-6, BLOCK 2 OF THE SOUTHGATE ADDITION AND 11.8 ACRES ON TRACTS 5A, 5A1, 5A1A, 5A1B, 5A2A, 5A02B, 5A2C, 5A02D, 5A02E OF ABSTRACT 339 OF THE ALLEN CHRISTIAN SURVEY AND TRACTS 1, 1A AND 1B OF ABSTRACT 1077 OF THE L.L. McLAIN SURVEY FROM THE AG-AGRICULTURAL AND R40-SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning request under Case No. ZC12-007; and

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

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

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

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the

districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 7.99 acres on Lots 3 and 4, block 1 and Lots 1-6, Block 2, of the Southgate Addition and 11.8 ACRES on Tracts 5A, 5A1, 5A1A, 5A1B, 5A2A, 5A02B, 5A2C, 5A02D, 5A02E of Abstract 339 of the Allen Christian Survey and Tracts 1, 1A and 1B of Abstract 1077 of the L.L. McLain survey from the AG-Agricultural and R40-Single Family Residential Zoning District to the PUD-C-Planned Unit Development Commercial zoning district, as depicted on Exhibit "A" and described on Exhibit "B" and Exhibit "C".
- Sec. 3. THAT the above described tract of land shown on Exhibit "A" 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 purpose of this PUD-C is for a mixed use development consisting of retail and medical office uses on 1.2 acres on the northeast corner of Cheek-Sparger Road and Wayne Drive and a senior housing development on the remaining 17.2 acres with a combination of independent living, assisted living, and memory care.
- b. This facility shall be licensed as a Type A and/or Type B Assisted Living Center by the Texas Department of Aging and Disability Services as required by the Assisted Living Facility Licensing Act. Proof of such licensing shall be required prior to the issuance of a Certificate of Occupancy for this property.
- c. This property is subject to all the regulations contained in the Land Development Code, except where amended by this Ordinance.

2. LAND USE

- a. The commercial uses allowed by this PUD shall include all land uses in the CC1-Village Retail zoning district only and shall not exceed 15,000 square feet total.
- b. Type "A" and Type "B" assisted living facilities are permitted with a maximum of 74 units for assisted living uses and a maximum of 45 beds for memory care uses.
- c. A maximum of 162 multifamily independent living units are permitted as depicted in Exhibit "D".
- d. All residential units permitted by this PUD shall only be occupied by persons who are age 55 or older per the requirements of the United States Department of Housing and Urban Development.

3. HOURS OF OPERATION

- a. Deliveries to the facility for food service and general delivery will be restricted to 7:00 a.m. to 6:00 p.m. daily.

4. CONCEPTUAL PLAN AND PLATTING

- a. The development shall be generally consistent with Exhibit "D", which shall not be considered the preliminary plat.
- b. The developer shall submit, and receive approval from the City of Colleyville, a replat in accordance with the requirements of the Land Development Code prior to development of this PUD-C.

5. BUILDINGS

- a. The maximum square footage for the retail/office facility for this development shall be 15,000 square feet.
- b. Building elevations shall be consistent with the elevations shown on Exhibit "E".
- c. All buildings allowed for this development shall not exceed two and one-half stories in height and 35 feet.
- d. There shall be a ten foot building setback along Cheek-Sparger Road. Otherwise all building setbacks shall comply with minimum requirements of the Land Development Code.
- e. The exterior wall of the buildings in this development shall be as follows:

The Homestead (office/retail): 100 percent masonry minimum

The Inn (assisted living): 50 percent masonry minimum

The Residences (independent living): 50 percent masonry minimum

All buildings shall, at a minimum, meet the provisions of Chapter 6-Building Design in the Land Development Code.

6. OPEN SPACE

- a. This development shall provide a minimum of 54 percent

common open space, as shown on Exhibit "D" and all open space areas shall be landscaped and maintained by the property owner.

- b. All landscaping shall comply with Chapter 4-Landscaping in the Land Development Code.

7. SIDEWALKS

- a. The sidewalk along Cheek-Sparger Road must be at least five (5) feet wide. The sidewalk along Wayne Drive and Bedford Court must be at least four (4) feet wide. The sidewalk must be installed when any new structures are built on the property.

8. PARKING AND ACCESS

- a. This development shall be allowed to have a minimum of 282 parking spaces.
- b. All parking shall be mutually accessible and available across all uses within this development.
- b. As depicted on Exhibit "D", two 24 foot public access and fire lane easements shall be located within the development such that they connect Wayne Drive to a single access point at the southern terminus of the Bedford Court right-of-way boundary. Said easements shall be included on the final plat for the subject property.

9. LIGHTING

- a. All lighting shall be directed away from adjacent residential properties. Illumination from light poles shall not exceed 0.5 foot-candles as measured from any portion of the property line.

10. FENCING

- a. An eight (8) foot fence, which shall be a preponderance of masonry materials, with other materials allowed as necessary to protect trees or as needed in regard to other considerations, shall be constructed along the south and

east property lines adjacent to the existing residential uses located in the City of Bedford.

- b. All decorative split-rail fencing throughout the property shall be no more than 36 inches in height.
- c. All decorative stone walls throughout the property shall be no more than 42 inches in height.

11. SIGNAGE

- a. All monument signs shall meet the minimum requirements of the Land Development Code.

12. DUMPSTER ENCLOSURE

- a. The dumpster enclosure elevations shall be composed of masonry materials and be generally consistent with Exhibit "F".
- b. All requirements of the Land Development Code shall be met, except where amended herein.

13. PUBLIC IMPROVEMENTS

- a. In lieu of constructing any required perimeter street improvements, the developer shall construct the following roadway improvements: (1) improve the intersection of Cheek-Sparger Road and Bedford Road/Bedford Court such that it may result in the construction of a roundabout; (2) add a right-turn only lane to northbound Wayne Drive where it intersects Cheek-Sparger Road.
- b. Given the requirements of Section "a" above, prior to the acceptance of any plat applications as required by this ordinance, the developer shall submit a City/Developer Agreement (CDA) for a approval by the City Council that, at a minimum, addresses the following areas:
 - (1) Total estimated cost, scope, feasibility and traffic impact of the construction of a roundabout at Bedford Road/Court and Cheek-Sparger and a northbound right-turn lane at

the intersection of Wayne Drive and Cheek-Sparger Road as determined by a registered professional engineer in the State of Texas;

- (2) Plans and details of a schedule for reimbursement of construction costs to the developer by the City or waiver of fees;
- (3) Clear delineation of duties and responsibilities with regard to right-of-way acquisition, construction, inspections, maintenance of all proposed public improvements.
- (4) Any existing escrowed funds for future roadway improvements to Wayne Drive, Cheek-Sparger Road and Bedford Road/Bedford Court paid by the developers of any properties within 2,000 feet of the subject property within the preceding ten years are hereby eligible to be applied toward the roadway improvements described above provided a written affidavit is submitted to the City of Colleyville from the developer that paid said escrow approving the use of said escrow funds for the roadway improvements described above.
- (5) Any change to the terms of this section shall require an amendment to this ordinance.

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.

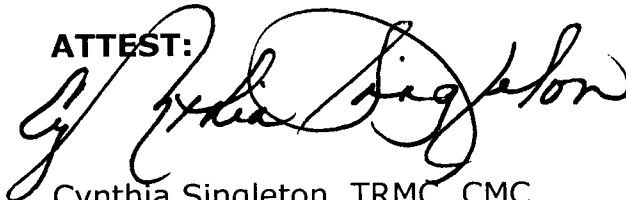
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 17th day of April 2012.

The second reading and public hearing being conducted on the 1st day of May 2012.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 15th day of October 2012.

ATTEST:



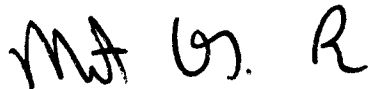
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

EXHIBIT "A" – Location and Zoning Map

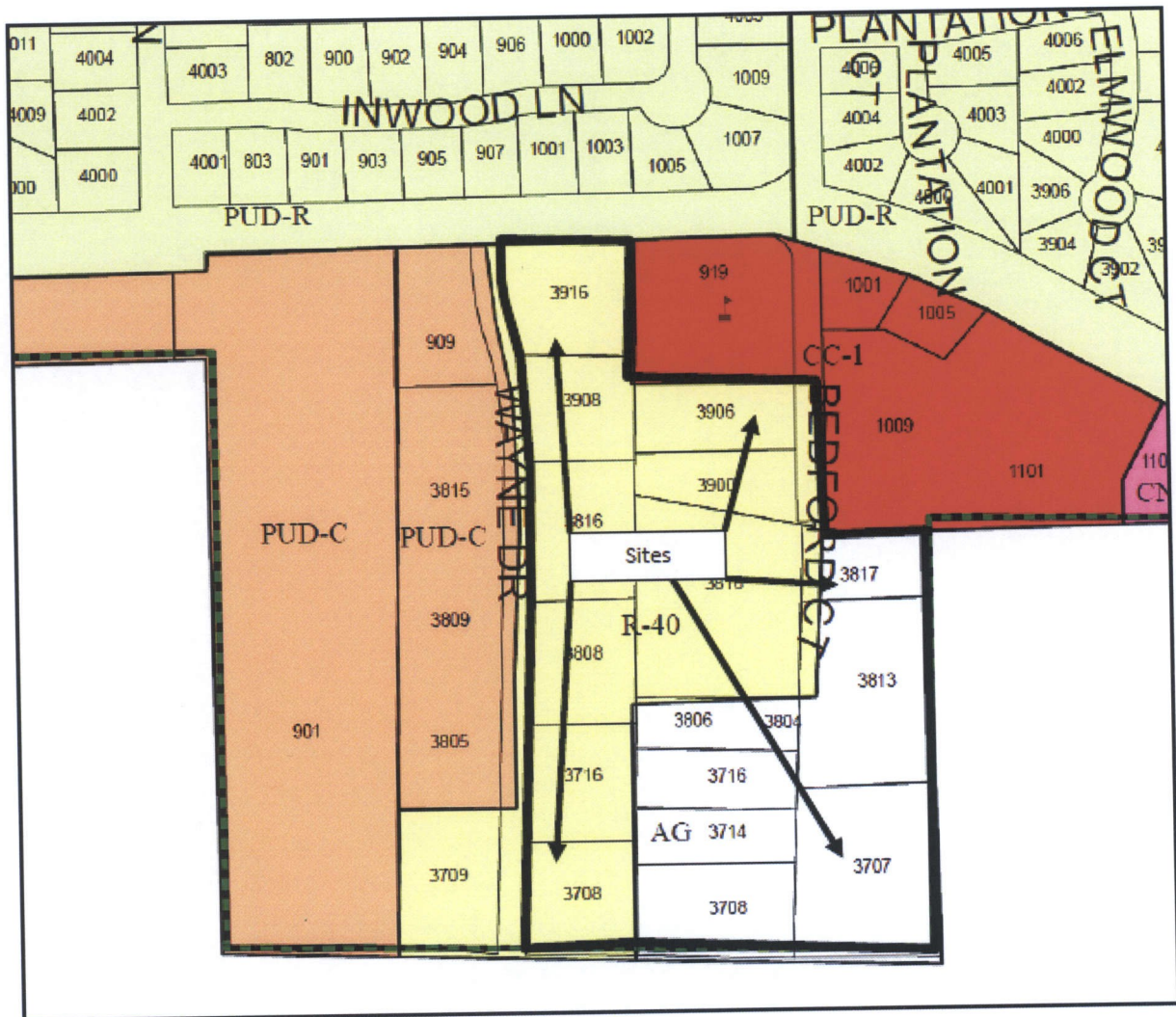


EXHIBIT "B" – Property Description

DESCRIPTION, of a 19.862 acre tract of land situated in the Allen Christian Survey, Abstract No. 339, Tarrant County, Texas; said tract being all of Lots 3 and 4, Block 1, part of County Road No. 3081 (now Bedford Court, a 65-foot right-of-way) and County Road No. 3124 (now Cheek Sparger Road, a variable width right-of-way), Southgate Addition, an addition to the City of Colleyville, Texas according to plat recorded in Volume 388-29, Page 143, all of Lots 1 through 6, Block 2, part of Wayne Drive (a 60-foot right-of-way) Southgate Addition, an addition to the City of Colleyville, Texas according to plat recorded in Volume 388-42, Page 69 both of the Plat Records of Tarrant County, Texas; said tract also being all of a tract of land described in General Warranty Deed to CCDCW, LP recorded in Instrument Number D2063759233, all of a tract of land described as Tract I and Tract II in Warranty Deed to Larry Keith Chatham, David L Meadows, Kem Meadows, Carole Shaw recorded in Instrument Number D205387156, all of a tract of land described in Warranty Deed to Covenant Christian Academy recorded in Instrument Number D207003805, all of a tract of land described in Warranty Deed With Vendor's Lien to Kevin J. Wolfe and Larry Keith Chatham recorded in Instrument Number D207003803, all of a tract of land described in Warranty Deed With Vendor's Lien to CCDCW, LP recorded in Instrument Number D208004590, all of a tract of land described in Warranty Deed With Vendor's Lien to CCDCW, LP recorded in Instrument Number D208115123, all of a tract of land described in General Warranty Deed to Keith Chatham recorded in Instrument Number D206148429, all of a tract of land described in General Warranty Deed to CCDCW, LP recorded in Instrument Number D206375924, all of a tract of land described in Warranty Deed to CCDCW, LP recorded in Instrument Number D208004594, all of a tract of land described in Warranty Deed With Vendor's Lien to CCDCW, LP recorded in Instrument Number D208004592, all of a tract of land described in Warranty Deed With Vendor's Lien to CCDCW, LP recorded in Instrument Number D208082463, all of the Deed Records of Tarrant County, Texas; said 19.862 acre tract being more particularly described as follows:

BEGINNING, at a point for corner, said point being northwest corner of Block 12, Bedford Place, Section II, an addition to the City of Bedford, Tarrant County, Texas according to the plat recorded in Volume 388-136, Page 11 of said Plat Records and being in the south line of Lot 3, Block 1, Tara Addition, an addition to the City of Colleyville according to the plat recorded in Volume 388-192, Page 86 of said Plat Records;

19.682 ACRE TRACT
(Continued)

THENCE, South 00 degrees, 45 minutes, 12 seconds West, departing the said south line of said Lot 3, Block 1 and along the said west line of said Block 12, a distance of 830.79 feet to a point for corner; said point being the northeast corner of a tract of land described in General Warranty Deed to David Meadows and wife, Kem Meadows recorded in Instrument Number D208382171, of said Deed Records;

THENCE, North 87 degrees, 10 minutes, 00 seconds West, departing the said west line of said Block 12 and along the north line of said Meadows tract, at a distance of 763.00 feet passing a point for the northwest corner of said Meadows tract; said point being in the east right-of-way line of said Wayne Drive, continuing in all a total distance of 793.01 feet to a point for corner; said point being in the centerline of said Wayne Drive;

THENCE, along the said centerline of Wayne Drive the following five (5) calls:

North 01 degrees, 38 minutes, 00 seconds East, a distance of 931.85 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

In a northwesterly direction, along said curve to the left, having a central angle of 14 degrees, 03 minutes, 17 seconds, a radius of 804.76 feet, a chord bearing and distance of North 05 degrees, 31 minutes, 19 seconds West, 196.92 feet, an arc distance of 197.41 feet to a point at the end of said curve;

North 13 degrees, 00 minutes, 46 seconds West, a distance of 29.87 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;

In a northwesterly direction, along said curve to the right, having a central angle of 12 degrees, 39 minutes, 39 seconds, a radius of 676.64 feet, a chord bearing and distance of North 06 degrees, 12 minutes, 50 seconds West, 149.22 feet, an arc distance of 149.52 feet to a point at the end of said curve;

North 00 degrees, 07 minutes, 00 seconds East, a distance of 53.61 feet to a point for corner; said point being in the centerline of said Cheek Sparger Road;

THENCE, Due East, a distance of 276.69 feet to a point for corner;

THENCE, South 01 degrees, 38 minutes, 00 seconds West, at a distance of 60.02 feet passing a point for the northwest corner of Lot 1-R, Block 1, Southgate Addition, an addition to the City of Colleyville according to the plat recorded in Instrument Number D197041345, of said Deed Records; said point being in the south right-of-way line of said Cheek Sparger Road, continuing along the west line of said Lot 1-R, Block 1 and departing the said south line of Cheek Sparger Road, in all a total distance of 304.21 feet to a point for corner; said point being the southwest corner of said Lot 1-R, Block 1;

THENCE, South 89 degrees, 59 minutes, 50 seconds East, along the south line of said Lot 1-R, Block 1, at a distance of 301.30 feet a point for the southeast corner of said Lot

19.682 ACRE TRACT
(Continued)

1-R, Block 1; said point being in the west line of said Bedford Court, continuing in all a total distance of 333.80 feet to a point for corner; said point being in the centerline of said Bedford Court;

THENCE, South 00 degrees, 11 minutes, 09 seconds West, along the said centerline of Bedford Court, a distance of 260.69 feet to a point for corner; said point being in the terminus of said Bedford Court;

THENCE, South 89 degrees, 25 minutes, 01 seconds East, along the said terminus of Bedford Court, at a distance of 32.50 feet passing a point for the southwest corner of said Lot 3, Block 1, continuing along said south line of said Lot 3, Block 1 in all a total distance of 217.16 feet to the POINT OF BEGINNING;

CONTAINING, 865,205 square feet or 19.862 acres of land, more or less.

EXHIBIT "C" – Statement of Planning Objectives

Heritage Farms

Introduction

As the City of Colleyville and surrounding communities move further into the 21st century, the number of residents in the community over the age of 65 is projected to increase. Based on our study of the market and its demographic trends, the total population of residents age 65+ within the greater Colleyville area has increased 54.5% from 2000 to 2009; it's expected to increase another 43.2% by 2014. *This localized rate of increase is more than double the average rate found within the State of Texas (19%).*

We are addressing this need by developing Heritage Farms. This new 'pocket neighborhood' will be geared towards a population of seniors fifty-five years of age and above, and features a continuum of care in three distinct environments: independent living, assisted living, and memory care. The unique philosophy of Heritage Farms is 'hospitality informed by health care', where residents are treated more like guests of a nice hotel. This new approach will yield a level of service, coupled with enriching living environments and amenities, where one can embrace a transformational lifestyle - not simply where one goes to retire.

Design Concept

The architecture of Heritage Farms begins with an understanding of Colleyville's history as a community of farms and settlements connected by country roads, all built in a vernacular style that reflected the timeless values of those early pioneers. There is a certain charm and comfort inherent in that style, and many of us associate those images with the concept of 'home'. We have a unique opportunity on this site to recapture the concept of 'home' for seniors, and pay homage to Colleyville's early historical structures that were indicative of regional construction prominent in the early 20th century, such as the City's restored Webb House. Through careful site planning, building design, and landscape design, the development team is committed to seeing this concept through in the exterior and interior of the buildings, as well as in the motor courts, common areas and courtyards. Only through this cohesive approach can we honor a time that truly reflects the heritage and history of Colleyville.

From the moment one arrives on the site, guests and residents will see an architecture that connects to its community. The fencing will be split-rail, the building exteriors will include a mix of board-and-batten and stone, and the landscaping will have an assortment of trees and grasses that reinforce a sense of relaxation and comfort.

We will preserve many of the large trees and over 47% of the open space around the site in order to create a 'sense of place' on day one. A significant number of the existing trees along the southern and eastern property lines will be protected in an effort to provide an enhanced landscape buffer between the existing Bedford residents and the new

EXHIBIT "C" – Statement of Planning Objectives (Continued)

senior living residents. The existing fencing along these two property lines will be re-built with stained cedar. The development program is spread across three different areas of the site, each with a distinct name and function:

I - The Homestead at Heritage Farms (15,000 SF of Retail and Office)

The vision of The Homestead building is that it could have been the original iconic estate house of Heritage Farms, now re-purposed for commercial use. The architectural style and scale is appropriate for its location and it provides a transition from the residential neighborhoods along Cheek-Sparger to the commercial and educational buildings along Wayne Drive. The one- and two-story structure is intended to be used for general office, medical office, and retail purposes, providing access to services for those residents living on the property, as well as to those within the Colleyville area.

The Homestead's main elevation addresses Cheek-Sparger as the primary street, while also providing for a second vehicular entry from Wayne Drive to the motor court on the south side of the building. Signature landscaping and guest parking is provided, although the intention is that most of the visitors walk or take the shuttle from other buildings within the campus to lessen the need for excess parking. The floor plan of the building is in the shape of an 'L', a nod to the historic Webb House that also has this configuration.

II - The Inn at Heritage Farms (74 Assisted Living Units & 45 Memory Care Units)

Addressing the need for specialized health care and resident services, the assisted living and memory care components are contained within The Inn at Heritage Farms, located along Wayne Drive just south of The Homestead. The Inn is distinguished by its own entry court framed by landscaped walls and an iconic entry feature. The architecture is consistent with early rural wood-framed structures, with simple massing, clean forms and roof shapes, and a classic vernacular style with a human scale.

The Inn will have 74 assisted living units on two levels and 45 memory care units on one level. The facility will be designed for a 'Type B' license. Operating hours will be 24/7, primarily to accommodate visitation by outside family members. Service deliveries will typically occur between the hours of 7am & 6pm, and will be screened by wings of the building.

The common areas for assisted living will contain functions such as reception, kitchen, dining, and salon. Residents will have access to exterior courtyards for recreation and therapy. All floors will be attended by registered nursing aides, who will provide care and assistance as needed.

The memory care units are arranged around internal common activity areas and central private courtyards. The private courtyards will be secure and monitored, as required by the Texas Department for Aging and Disabilities, in order to prevent residents from leaving the memory care areas.

EXHIBIT "C" – Statement of Planning Objectives (Continued)

III - The Residences at Heritage Farms

(162 Independent Living Residences)

Located south of the assisted living and memory care building, The Residences at Heritage Farms will feature 150 age-qualified independent living homes for residents age 55 years and older, as well as an assortment of amenities. Residents will be provided with a selection of recreational activities, dining options, activity areas, and wellness programs, including landscaped courtyards with outdoor pool and spaces for entertaining.

The building is generally two stories, but does increase in height to three stories at its center to provide some visibility to and from Cheek-Sparger Road. The architectural style is once again similar to that of The Inn, maintaining the concept of a cohesive farm vernacular. Operating hours will be 24/7, with service and deliveries typically occurring between the hours of 7am & 6pm.

Development Schedule

PHASE 1

- The Homestead at Heritage Farms: 15,000 SF of office/retail
- The Inn at Heritage Farms: 74 assisted living units, 45 memory care units
- Construction Complete: 1st Quarter, 2014

PHASE 2

- The Residences at Heritage Farms: 162 independent living residences
- Construction Complete: 2nd Quarter, 2016

EXHIBIT "C" – Statement of Planning Objectives (Continued)

Pedestrian Connections

Keeping seniors an active part of the community will be an important concept at Heritage Farms. Social programs and organized trips into the community will certainly be a few of the ways our seniors stay connected with friends and relatives, but our intention is to go beyond those typical programs. Through the use of walking trails and outdoor amenity areas, we will also enable our residents to make pedestrian connections to their surrounding neighborhood. Not only is walking a terrific way to stay fit, but it's also one of the best ways to meet and greet new neighbors. Our residents will have the ability to interact with the Bedford residents to the south, the school teachers and kids to the west, and Tara Village Retail to the north. As the city trail system is finished along Cheek-Sparger, our residents will also be able to enjoy a walk to Sparger Park.

Open Space Amenities

Outdoor amenities will be provided for residents, visitors, and neighbors. These amenities will include an outdoor pavilion and fountain, walking trails with benches, various courtyards, and an assortment of canopy and ornamental trees placed throughout the site for shade and comfort. The public landscape shall be rural in character, with vegetation and native grasses similar to the concept images.

Support for Retail in Colleyville

This new "pocket neighborhood" of seniors will bring a much needed boost to the tenants of Tara Village Shopping Center. The close proximity of Heritage Farms to the existing retail center enables our residents to drive, or even walk, a very short distance to have dinner, pick up their dry cleaning, or just do a little shopping. To the extent there is an unmet need for additional goods and services by our seniors, there may be opportunities for the owner of Tara Village to expand the current list of tenants.

Jobs for the Community

This project will create approximately 100 jobs for the local economy, 70 full-time and 30 part-time. These on-site positions will provide employment in a professional environment and a career path in management, nursing, or facility support.

Utility Provisions

Information obtained from sources at the City of Colleyville, Oncor, Atmos, and AT&T, have each verified there is adequate availability of water, sewer, storm, electric, gas, and phone services to the site.

Traffic Impact

Continuing care retirement centers are low traffic generators. Virtually all of the residents within the independent living portion of the facility are retired and no longer have a daily commute to and from work. Many no longer own a vehicle. Miscellaneous local travel for things like doctor appointments and running errands are done mostly as a group by facility-owned van. As for residents within the assisted living or memory care portion of the facility, they are even less likely to generate traffic, simply due to their advanced age and/or health condition.

Kimley-Horn & Associates, a national engineering firm who specializes in traffic planning and design, has performed additional traffic analysis for this project. A detailed report of the results has been provided to the City.

EXHIBIT "C" – Statement of Planning Objectives (Continued)

Through our conversations with city staff, we understand the intersection of Cheek-Sparger Road & Bedford Road to be a "Special Consideration Intersection", and is thus under consideration by the city for improvements such as signalization or roundabout. We believe a roundabout is the best option for this intersection, as it allows constant movement of east- and west-bound traffic along Cheek-Sparger Road. It will also enable easier north- and south-bound movements onto Cheek-Sparger Road from Bedford Road and Bedford Court.

As a way of funding the construction of the improvements at this intersection, we propose the use of roadway and water/sewer impact fees from Heritage Farms (fees yet to be assessed) and roadway impact fees from Covenant Christian Academy (fees already assessed). A detailed proposal of sources and uses has been provided to the City.

Economic Development

The project will provide a substantial public benefit to all taxing jurisdictions through the assessment of taxes. Below is the projected incremental¹ ad valorem and sales tax revenue over a 15-year period for each entity. (See attached spreadsheet for details)

AD VALOREM TAX REVENUE

City of Colleyville	\$ 2,049,721
Tarrant County	\$ 1,520,445
Tarrant County College	\$ 857,957
Tarrant County Hospital	\$ 1,312,518
HEB School District	\$ <u>8,143,594</u>
Total	\$ 13,884,234

SALES TAX REVENUE

City of Colleyville	\$ 512,590
---------------------	------------

1. Revenue totals are exclusive of ad valorem taxes assessed on current property.
There are no sales taxes on current property.

EXHIBIT "C" – Statement of Planning Objectives (Continued)

Summary of Architectural Guidelines

Development Program

- The Homestead (General Office, Medical Office, Retail) = 15,000 SF
- The Inn (Assisted Living and Memory Care) = 74 AL units, 45 MC units
- The Residences (Independent Living) = 162 homes

Building Setbacks

- 10'-0" setback along Cheek-Sparger Road
- 40'-0" setback along Wayne Drive (10' for The Homestead building)
- 25'-0" setback along east property line
- 25'-0" setback along south property line

Building Height

- The Homestead = maximum height of 35'-0"
- The Inn = maximum height of 35'-0"
- The Residences = maximum height of 35'-0"

Building Elevations

- The Homestead = minimum of 100% masonry
- The Inn = minimum of 50% masonry
- The Residences = minimum of 50% masonry

Parking

- The Homestead (General and Medical Office) = 1 per 300 SF
- The Inn (Assisted Living) = 1 per 2 units
- The Inn (Memory Care) = 1 per 2 units
- The Residences (Independent Living) = 1 per unit; covered parking may be provided for all resident and staff parking

Fences and Walls

- Privacy fencing along south and east property lines shall be constructed of 8'-0" stained cedar.
- Decorative split-rail fencing elsewhere on the property shall be no more than 36" in height (measured to the centerline of top rail); setback from property line shall be 0'-0"
- Decorative stone walls (non-retaining) shall be no more than 42" in height (measured to the top of wall); setback from property line shall be 0'-0"

Building Signage

- Size and shape of building signage shall be based on attached concept drawings; location per concept plan

Dumpster Enclosures

- Size and shape of dumpster enclosures shall be based on attached concept drawings; location per concept plan

HERITAGE FARMS
COLLEYVILLE, TEXAS
AUGUST 3, 2012

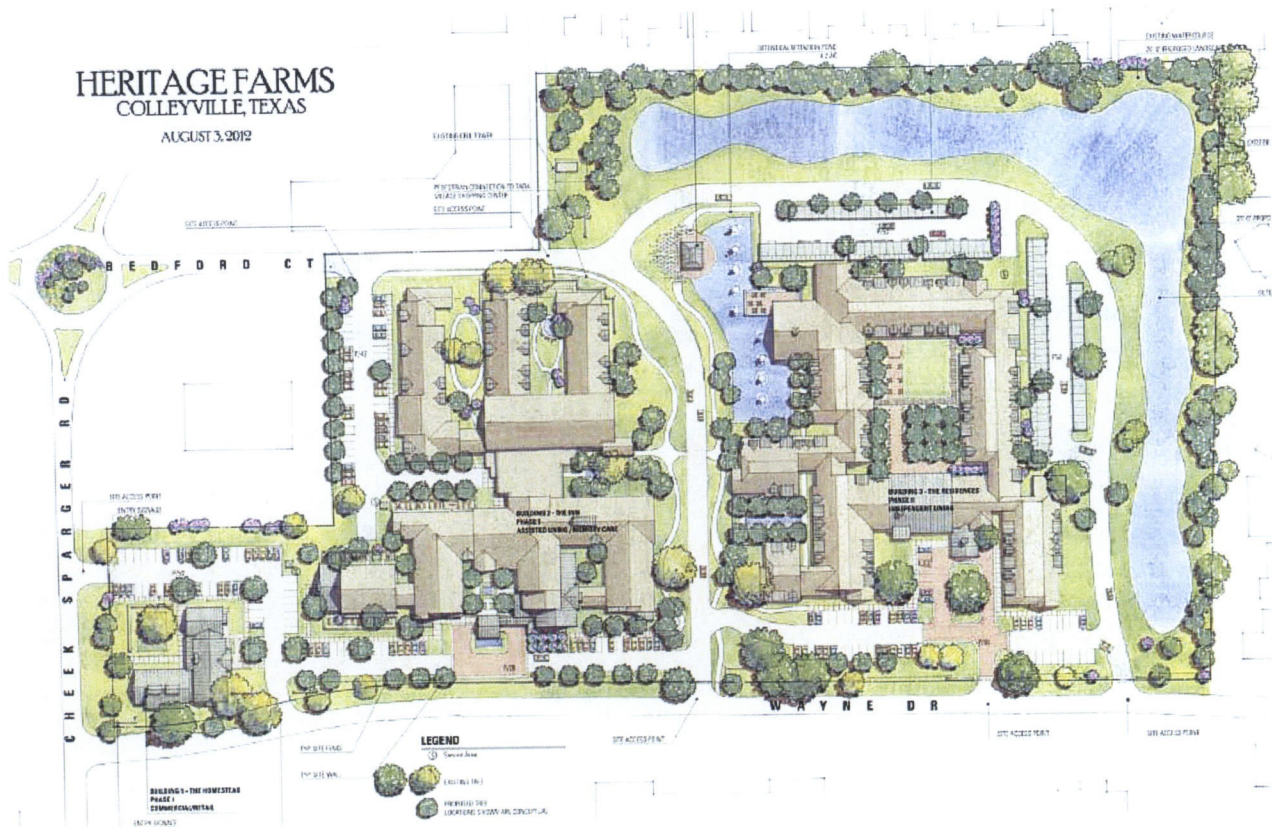
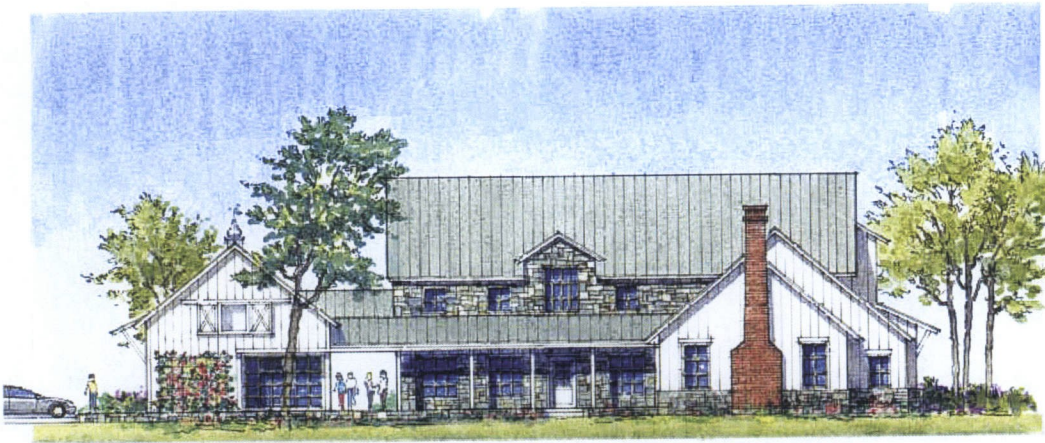


Exhibit "E" – Building Elevations



scale: 1 : 16

THE HOMESTEAD at
HERITAGE FARMS

Conceptual Wayne Drive Elevation

All buildings not to exceed 35'-0" in height



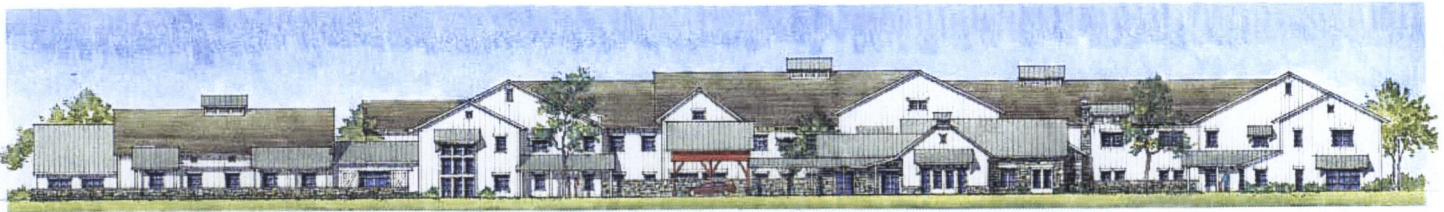
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THE HOMESTEAD at
HERITAGE FARMS

Conceptual Cheek-Sparger Elevation

All buildings not to exceed 35'-0" in height

Exhibit "E" – Building Elevations Continued



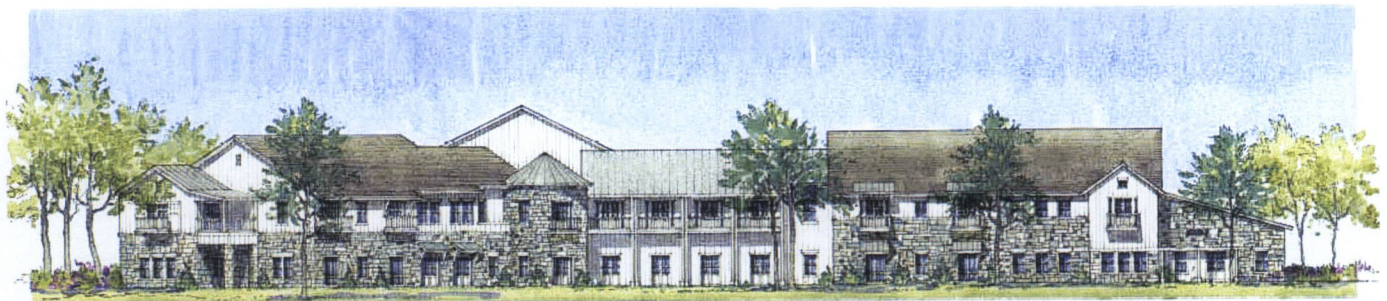
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THE INN at HERITAGE FARMS

Assisted Living and Memory Care

Conceptual Wayne Drive Elevation

All buildings not to exceed 35'-0" in height



scale: 1 : 20

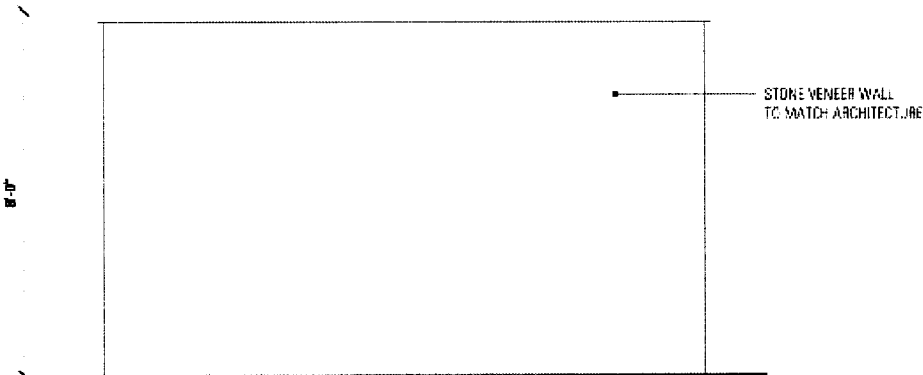
THE RESIDENCES at HERITAGE FARMS

Independent Living Residences

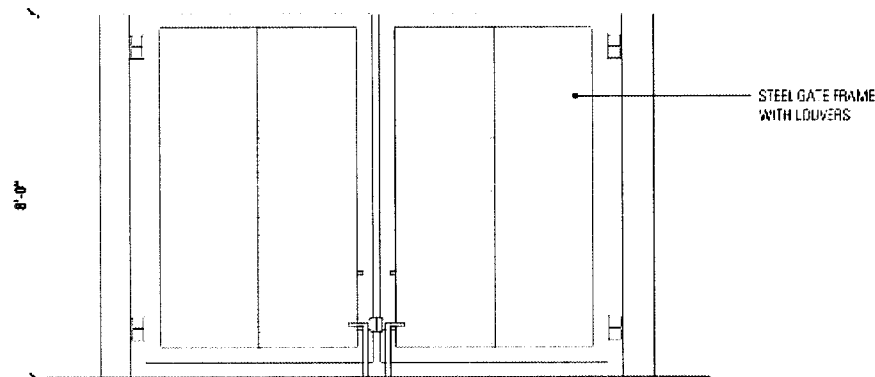
Conceptual Wayne Drive Elevation

All buildings not to exceed 35'-0" in height, with the exception
of area defined by PUD-C site plan where allows to 50'-0".

Exhibit "F" – Dumpster Enclosure Elevations



SIDE ELEVATION



FRONT ELEVATION

1 DUMPSTER ENCLOSURE
Scale: 1/4" = 1'

Colleyville Senior Living Community PUD Text

July 24, 2019

1. GENERAL

- a. The purpose of this Planned Development is for a development of a senior housing community on the 18.45-acre tract located on the southeast corner of Cheek-Sparger Road and Wayne Drive with combination of independent living, assisted living, and memory care.
- b. This facility shall be licensed as a Type A and/or Type B Assisted Living Center by the Texas Department of Aging and Disability Services as required by the Assisted Living Facility Licensing Act. Proof of such licensing shall be required prior to the issuance of a Certificate of Occupancy for this property.
- c. This property is subject to all the regulations contained in the Land Development Code, except where amended by this Ordinance.

2. PERMITTED LAND USES

- a. Type "A" and Type "B" assisted living facilities are permitted with a maximum of 32 units for assisted living uses and a maximum of 24 beds for memory care uses, as depicted in Site Plan Exhibit "D".
- b. A maximum of 164 multifamily independent living units are permitted as depicted in Site Plan Exhibit "D".
- c. All residential units permitted by this PUD shall only be occupied by persons who are age 55 or older per the requirements of the United States Department of Housing and Urban Development.
- d. All accessory buildings and uses, customarily incidental to the above uses on the same lot within.

3. HOURS OF OPERATION

- a. Deliveries to the facility for food service and general delivery will be restricted to 7: 00 a.m. to 6:00 p.m. daily.

4. CONCEPTUAL PLAN AND PLATTING

- a. The development shall be generally consistent with Site Plan Exhibit" D", which shall not be considered the preliminary plat. Minor adjustments, such as building articulations, shall be permitted. Other modifications, which do not change the use or increase the density, may be approved administratively by the staff.
- b. The developer shall submit, and receive approval from the City of Colleyville, a replat in accordance with the requirements of the Land Development Code prior to development of this PUD-C.

5. BUILDINGS

- a. Building elevations shall be consistent with the elevations shown on Exhibit" E".

Colleyville Senior Living Community PUD Text

July 24, 2019

- b. All buildings allowed for this development shall not exceed two stories in height and 35 feet.
- d. There shall be a ten-foot building setback along Cheek- Sparger Road. Otherwise all building setbacks shall comply with minimum requirements of the Land Development Code.
- e. The cumulative exterior walls of the buildings in this development shall be a minimum of 50 percent masonry.
- f. All buildings shall, at a minimum, meet the provisions of Chapter 6-Building Design in the Land Development Code.

6. OPEN SPACE

- a. This development shall provide a minimum of 50 percent common open space, as shown on Site Plan Exhibit "D" and all open space areas shall be landscaped and maintained by the property owner. Open space may include detention or retention ponds.
- b. All landscaping shall comply with Chapter 4-Landscaping in the Land Development Code.

7. SIDEWALKS

- a. The sidewalk along Cheek-Sparger Road must be at least five (5) feet wide. The sidewalk along Wayne Drive and Bedford Court must be at least four (4) feet wide. The sidewalk must be installed when any new structures are built on the property.

8. PARKING AND ACCESS

- a. This development shall be allowed to have a minimum of 330 parking spaces.
- b. All parking shall be mutually accessible and available across all uses within this development.
- c. As depicted on Site Plan Exhibit "D", a 24-foot public access and fire lane easement shall be located within the development such that it connects Wayne Drive at the southern terminus of the Bedford Court right-of-way boundary. Said easement shall be included on the final plat for the subject property.

9. LIGHTING

- a. All lighting shall be directed away from adjacent residential properties. Illumination from light poles shall not exceed 0.5 foot-candles as measured from any portion of the property line.

10. FENCING

- a. An eight (8) foot cedar (or similar material) fence, , with other materials allowed as necessary to protect trees or as needed regarding other considerations, shall be constructed along the south and east property lines adjacent to the existing residential uses located in the City of Bedford.
- b. Any decorative stone walls throughout the property shall be no more than 42 inches in height.

11. SIGNAGE

- a. All monument signs shall meet the minimum requirements of the Land Development Code.

12. DUMPSTER ENCLOSURE

- a. The dumpster enclosure elevations shall be composed of masonry materials and be generally consistent with Exhibit "F".
- b. All requirements of the Land Development Code shall be met, except where amended herein.

13. PUBLIC IMPROVEMENTS

- a. In lieu of constructing any required perimeter street improvements, the developer shall construct the following roadway improvements: (1) improve the intersection of Cheek-Sparger Road and Bedford Road/Bedford Court such that it may result in the construction of a roundabout; (2) add a right-turn only lane to northbound Wayne Drive where it intersects Cheek-Sparger Road.
- b. Given the requirements of Section “a” above, prior to the acceptance of any plat applications as required by this ordinance, the developer shall submit a revised City/Developer Agreement (CDA) for an approval by the City Council that, at a minimum, addresses the following areas:
 - (1) Total estimated cost, scope, feasibility and traffic impact of the construction of a roundabout at Bedford Road/Court and Cheek-Sparger and a northbound right-turn lane at the intersection of Wayne Drive and Cheek-Sparger Road as determined by a registered professional engineer in the State of Texas;
 - (2) Plans and details of a schedule for reimbursement of construction costs to the developer by the City or waiver of fees;
 - (3) Clear delineation of duties and responsibilities with regard to right-of-way acquisition, construction, inspections, maintenance of all proposed public improvements.
 - (4) Any existing escrowed funds for future roadway improvements to Wayne Drive, Cheek-Sparger Road and Bedford Road/Bedford Court paid by the developers of any properties within 2,000 feet of the subject property within the preceding 15 years are hereby eligible to be applied toward the roadway improvements described above provided a written affidavit is submitted to the City of Colleyville from the developer that paid said escrow approving the use of said escrow funds for the roadway improvements described above.
 - (5) Any change to the terms of this section shall require an amendment to this ordinance.

Economic Development Plan

Economic Development Information

Colleyville Senior Living Community

July 24, 2019

Total Square Footage	311,300 SF (Subject to Final Design)
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Estimated Sales Per Square Foot	Not Applicable.
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Estimated Sales Per Year	Not Applicable.
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Estimated Ad Valorem Taxes Per Year	The applicant is a 501(c)3, not-for-profit organization serving the local senior community. It is anticipated the applicant may seek tax-exempt status for the planned community meeting state and local statutes and ordinances. However, the applicant may consider an annual Payment in Lieu of Taxes "PILOT" program to help offset any expenses related to city services required by the senior community.
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Traffic Study



MEMO

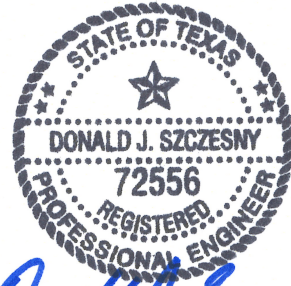
To: City of Colleyville
Larry Wright, PE
City Engineer

From: Donald J. Szczesny, PE, PTOE
Senior Discipline Lead | Associate
Dunaway Associates, L.P.

Date: June 14, 2019

Re: Trip Generation Update for MRC Colleyville Senior Living Facility

Project: B005261.001



Donald J. Szczesny
6/14/19

Introduction

This trip generation memo is being provided to the City of Colleyville as an update to the previously submitted TIS for the MRC Colleyville Senior Living Facility. The proposed facility is planned along the east side of Wayne Drive, southeast of the Wayne Drive and Cheek-Sparger Road intersection in Colleyville, Texas. The purpose of this study is to document the anticipated change in site traffic that will occur with the proposed site plan modifications shown in the **Attachment**. The proposed modifications to the development will not change the developments land use but will only include a reduction to the number and size of the units constructed for the proposed senior living facility. In order to determine the potential impacts of the new site plan, Dunaway performed a before/after trip generation comparison of the old and new site plans utilizing ITE's *Trip Generation 10th Edition*.

Previous Site Plan Trip Generation

The previous site plan included 281 units at an average of 903 SF per unit. A trip generation analysis was performed for the ITE land use 254 (Assisted Living Facility) using both occupied beds and KSF units to determine the worst-case scenario. A comparison of the trip generation for the previous site plan can be found in **Table 1**. The trip generation calculations are included as an **Attachment**.

Table 1. Summary of Previous Site Plan Trip Generation

Description/ITE Code	Qty.	Daily	AM		PM	
			Enter	Exit	Enter	Exit
Assisted Living 254	281 Occ. Beds	1,163	34	16	41	41
Assisted Living 254	253.7 KSF	1,063	77	22	37	85
Note: The worst case for the previous site uses KSF for ITE Assisted Living (254).						



Traffic Study

Trip Generation Update for MRC Colleyville Senior Living Facility

June 14, 2019

Page 2

Proposed Site Plan Trip Generation

The modified site plan includes 220 units at an average of 1,100 SF per unit. A trip generation analysis was performed for the ITE land use 254 (Assisted Living Facility) using both occupied beds and KSF units to determine the worst-case scenario. A comparison of the trip generation for the proposed site plan can be found in **Table 2**.

Table 2. Summary of Proposed Site Plan Trip Generation

Description/ITE Code	Qty.	Daily	AM		PM	
			Enter	Exit	Enter	Exit
Assisted Living 254	220 Occ. Beds	911	27	13	32	32
Assisted Living 254	242 KSF	1,014	74	21	35	81
Note: The worst case for the proposed site uses KSF for ITE Assisted Living (254).						

Trip Generation Comparison (Before / After Analysis)

In order to capture the potential impact of the proposed development, the critical trip generation for the previous site plan and proposed site plan were compared to determine the net change in trips generated by the site due to the proposed site plan modification. As seen in **Table 3**, the proposed changes to the site plan will cause a net reduction in trips generated throughout the roadway network. The reduction of trips due to the proposed modifications equate to 49 daily, 4 AM peak hour, and 6 PM peak hour trips.

Table 3. Trip Generation Comparison

Description/ITE Code	Qty.	Daily	AM		PM	
			Enter	Exit	Enter	Exit
Previous Site Plan						
Assisted Living 254	253.7 KSF	1,063	77	22	37	85
Proposed Site Plan						
Assisted Living 254	242 KSF	1,014	74	21	35	81
Delta (Proposed - Previous)		-49	-3	-1	-2	-4
Note: The proposed modifications cause a net reduction in generated trips from the previous site plan.						

Conclusion

Based on the results of the analysis, the new proposed site plan will reduce the number of trips generated by the site. It is Dunaway's recommendation to allow the proposed changes from the previously approved site plan.

TNB/djs

G:\Production\4000\005200\5261\001\Civil\Traffic\19-0531 MRC Colleyville Senior Living Facility.docx

Attachments:

MRC Colleyville Senior Living Concept
Trip Generation Calculations



550 Bailey Avenue, Suite 400 ≡ Fort Worth, Texas 76107 ≡ Tel: 817.335.1121 ≡ Dunawayassociates.com



Weekend Trip Generation

30-May-19

ITE Trip Generation Rates - 10th Edition
Pass-by rates from ITE Trip Generation Handbook - 3rd Edition

Traffic Study

Instructions: Enter Expected Unit Volumes into Column 'M'

												SYNCHRO INPTUT 1		SYNCHRO INPTUT 2		SYNCHRO INPTUT 1		SYNCHRO INPTUT 2													
Description/ITE Code	Units	ITE Vehicle Trip Generation Rates										Units	Expected Units	Total Generated Trips						Unadjusted Volume		Pass-By Volume		Unadjusted Volume		Pass-By Volume		New Volume Added		New Volume Added	
		(Peak Hour of Adjacent Street)					(Peak Hour of Generator)							Daily	AM Hour	PM Hour	AM Pass-By	PM Pass-By	AM In	AM Out	AM In	AM Out	PM In	PM Out	AM In	AM Out	PM In	PM Out			
		Weekday	AM	PM	AM Pass-By	PM Pass-By	AM In	AM Out	PM In	PM Out																					
Assisted Living 254 (Before)	Occ. Beds	4.14	0.18	0.29			68%	32%	50%	50%	Occ. Beds	281.0	1,163	51	81	0	0	34	16	0	0	41	41	0	0	34	16	41	41		
Assisted Living 254 (Before)	KSF ²	4.19	0.39	0.48			78%	22%	30%	70%	KSF2	253.7	1,063	99	122	0	0	77	22	0	0	37	85	0	0	77	22	37	85		
Assisted Living 254 (After)	Occ. Beds	4.14	0.18	0.29			68%	32%	50%	50%	Occ. Beds	220.0	911	40	64	0	0	27	13	0	0	32	32	0	0	27	13	32	32		
Assisted Living 254 (After)	KSF ²	4.19	0.39	0.48			78%	22%	30%	70%	KSF2	242.0	1,014	94	116	0	0	74	21	0	0	35	81	0	0	74	21	35	81		
Comparison (After - Before)																															
Assisted Living 254 (After)	Occ. Beds	4.14	0.18	0.29			68%	32%	50%	50%	Occ. Beds	-61.0	(253)	(11)	(18)	0	0	(7)	(4)	0	0	(9)	(9)	0	0	(7)	(4)	(9)	(9)		
Assisted Living 254 (After)	KSF ²	4.19	0.39	0.48			78%	22%	30%	70%	KSF2	-11.7	(49)	(5)	(6)	0	0	(4)	(1)	0	0	(2)	(4)	0	0	(4)	(1)	(2)	(4)		

(Peak hour of Adjacent Street)
(Peak Hour of Generator)

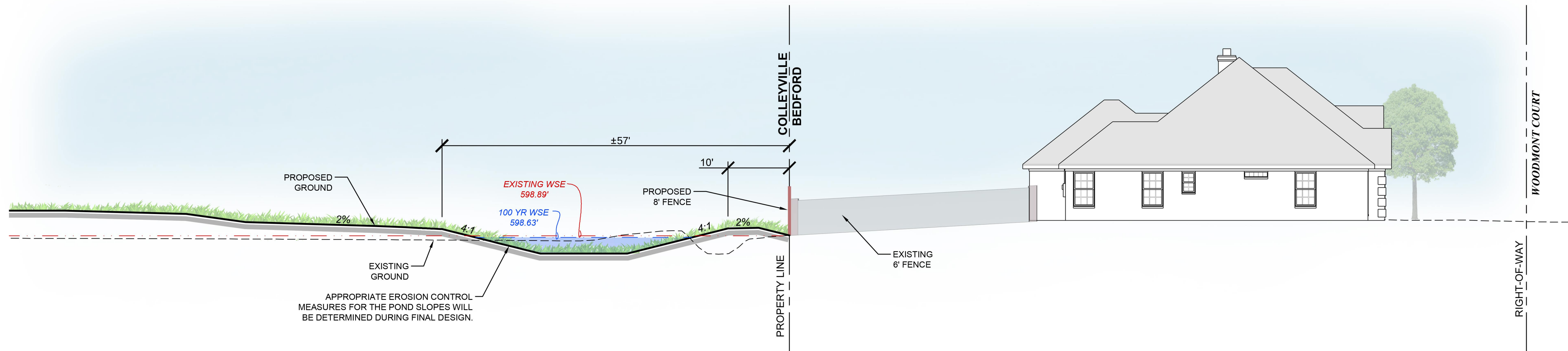
*The Total Pass-By Trips will be Distributed: 50% IN / 50 % OUT

NA = Not Available KSF²= Units of 1,000 square feet
DU = Dwelling Unit Fuel Position = the number of vehicles that could be fueled simultaneously
Occ.Room = Occupied Room

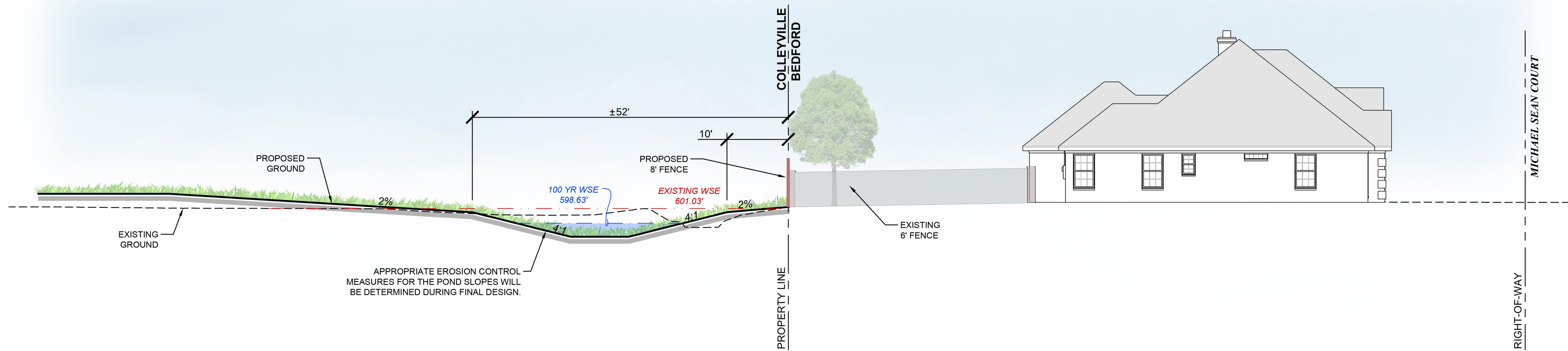
30-May-19



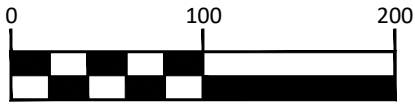




SECTION A-A

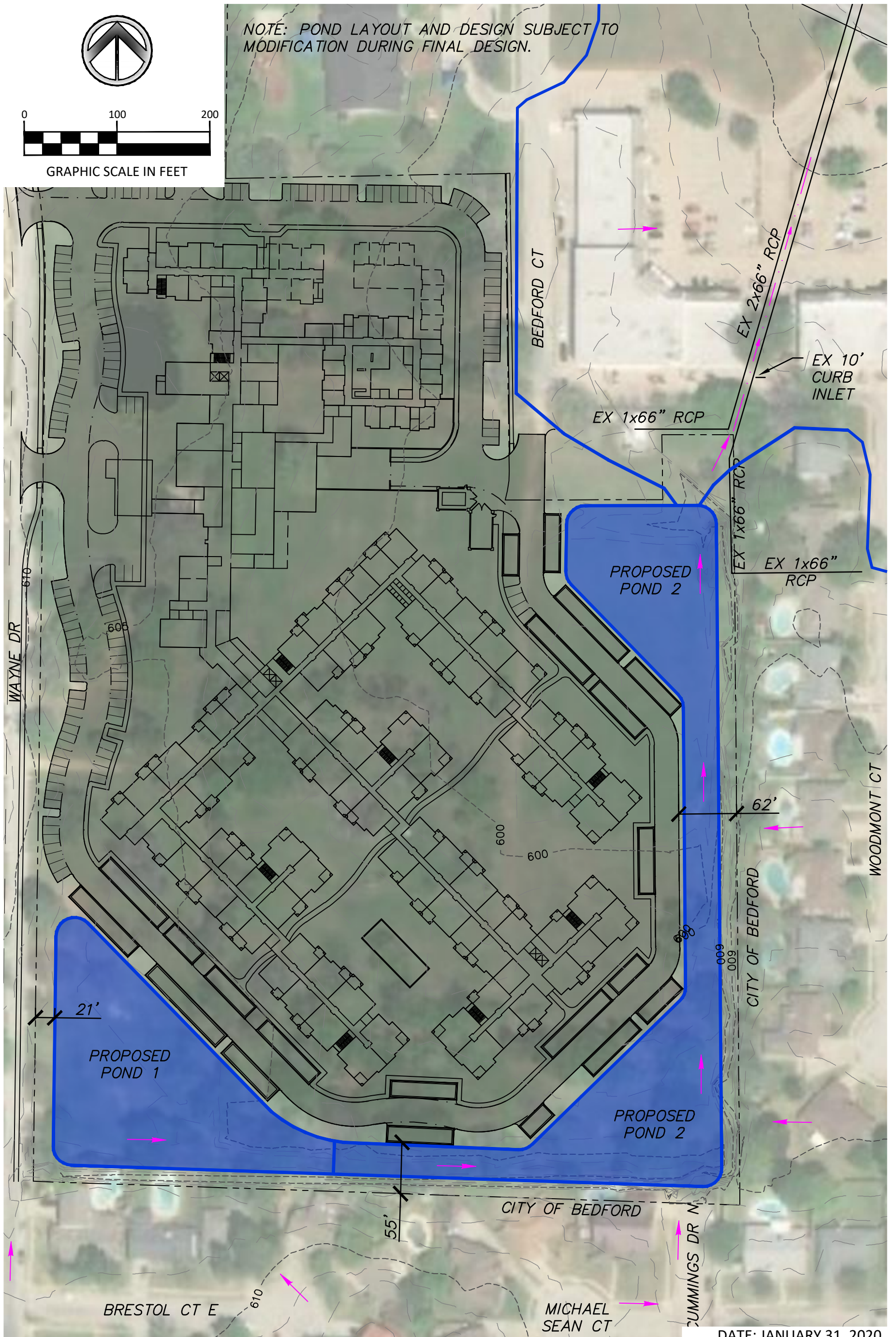


SECTION B-B



GRAPHIC SCALE IN FEET

NOTE: POND LAYOUT AND DESIGN SUBJECT TO
MODIFICATION DURING FINAL DESIGN.



DATE: JANUARY 31, 2020



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

PROPOSED SITE PLAN WITH PONDS

MRC CONTINUING CARE RETIREMENT COMMUNITY
913 CHEEK-SPARGER RD., COLLEYVILLE, TX

Preliminary Drainage Analysis
FOR
Methodist Retirement Community
(18.5-acre tract)
LOCATED ON
913 Cheek-Sparger Road
IN THE
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS



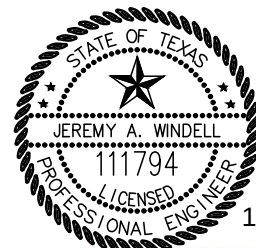
PREPARED FOR:

MRC Senior Living Colleyville
1440 Lake Front Circle, Suite 110
The Woodlands, TX 77380-3607

PREPARED BY:



550 Bailey Avenue, Suite 400, Fort Worth, Texas 76107
Phone 817.335.1121, Fax 817.335.7437r



11/15/19

Jeremy A. Windell

November 15, 2019

Table of Contents

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Hydrology..... 2

Hydraulics..... 3

Conclusions..... 4

Appendices 5

Background

Dunaway Associates L.P. (Dunaway) performed this preliminary drainage analysis to assess hydrologic and hydraulic impacts of the proposed senior living development at 913 Cheek-Sparger Road, between Wayne Dr. and Bedford Ct. in Colleyville, TX for MRC and Greystone Communities. The analysis examines drainage runoff for pre-project and post-project conditions to evaluate the need for runoff mitigation and/or detention storage in compliance with the City of Colleyville Land Development Code, and according to standard engineering analysis procedures.

Hydrology

The approximately 18.5-acre tract is undeveloped, partially treed, and contains a small pond, drainage swales, and a drainage channel. The site receives public overland runoff from the cities of Bedford and Colleyville to a common discharge point (DP-2) which drains to the system outfall north of Cheek-Sparger Road (DP-3) in an existing drainage channel.

According to the Land Development Code, a unit hydrograph calculation is required for drainage areas larger than 100 acres. Dunaway utilized the Bentley PondPack drainage modeling software to perform the Soil Conservation Service (SCS) method calculations.

The SCS method uses the Time of Concentration (T_c) to estimate the time required for water to flow from the most hydraulically remote point of the basin to the design point of interest. Section 1.2.4 of the NCTCOG Integrated Storm Water Management Technical Manual was referenced to calculate the travel times through the 5 different components for this analysis: sheet flow, shallow concentrated flow, street flow, pipe flow, and channel flow, Table 1.

Table 1. Time of Concentration Results Summary.

Summary of Time of Concentration (T_c)		
Area ID	Existing	Proposed
	TOC (min)	TOC (min)
A1	15.0	15.0
A2	18.0	15.0
O1	19.4	0.0
O2	18.3	0.0
O3	13.2	0.0
O4	24.9	0.0
O5	20.2	0.0
O6	10.4	0.0

Individual T_c calculations are provided in the Appendix.

The curve number (CN) is used to represent the runoff potential of a given area using the SCS method. The CN is determined by land use and the type of hydrologic soil group. A land use zoning map for the cities of Bedford and Colleyville is included in the Appendix. Based on the aerial for the offsite areas, all off-site areas are assumed to be fully developed in the existing and proposed condition. Composite CN's were calculated for each drainage area since more than one soil type existed within these areas. Each CN value used in this analysis was obtained from Table 1.9 in the NCTCOG Integrated Storm Water Management Technical Manual. Full CN calculation results are shown in Table 2 while the full calculations and hydrologic soil group map are included in the Appendix.

Table 2. Curve Number Summary

Summary of Existing and Proposed Curve Numbers					
Basin No.	Existing	Proposed	Existing	Proposed	Percent Increase
	Size (AC)	Size (AC)	Curve No.	Curve No.	%
A1	5.2	5.20	67.0	80.6	20.4%
A2	16.3	16.30	77.7	84.5	8.9%
O1	32.1	0.00	83.7	0.0	0.0%
O2	37.5	0.00	80.8	0.0	0.0%
O3	33.1	0.00	84.0	0.0	0.0%
O4	51.2	0.00	81.1	0.0	0.0%
O5	10.2	0.00	93.1	0.0	0.0%
O6	2.2	0.00	92.0	0.0	0.0%

Hydraulics

The SCS analysis was utilized to assess the existing downstream infrastructure and determine whether storm mitigation would be required. Through field inspection, DP-2 is a junction box/headwall structure with a 66" RCP entering from the west, a 66" orifice opening in the southern wall, a 66" RCP entering from the south, and two 66" RCP exiting to the north. The double barrel 66" RCP lines discharge to the channel on the north side of Cheek-Sparger Road (DP-3). Based on the existing entrance and exit flowline grades, a slope of 0.6%, with a Manning's roughness of 0.013 for concrete, and a full flow capacity of **520.2 cfs** was calculated.

In the current undeveloped condition, this system does not have the capacity to handle the public runoff draining to DP-2. The confluence of the existing public runoff to DP-2 creates a tail water situation on the site. This tailwater condition causes water to overtop Bedford Court and drain into the curb inlet to the northeast.

A comparison between the pre- and post-development models demonstrates that a pond will be required to bring the post-development flows to match the existing flow condition at DP-2. Table 3 summarizes the results for the routing through the site un-detained.

Table 3. PondPack Routing Summary

SCS Method - PondPack Routing Results Summary										
	Existing Storm Event				Proposed Storm Event				Change	
Label	Return Event (years)	Hydrograph Volume (ac-ft)	Time to Peak (min)	Peak Flow (ft ³ /s)	Return Event (years)	Hydrograph Volume (ac-ft)	Time to Peak (min)	Peak Flow (ft ³ /s)	Hydrograph Volume (ac-ft)	Peak Flow (ft ³ /s)
DP 2	100	105.134	723.7	1,304.01	100	107.011	727.6	1,144.42	1.877	-159.59
DP 3	100	112.35	725.3	1,371.02	100	114.241	729.4	1,213.98	1.891	-157.04
DP 2	50	84.367	723.8	1,055.93	50	86.11	727.6	932.79	1.743	-123.14
DP 3	50	90.342	727.2	1,066.46	50	92.097	733.5	940.58	1.755	-125.88
DP 2	25	67.798	723.8	854.90	25	69.403	727.5	764.83	1.605	-90.07
DP 3	25	72.769	728.2	836.71	25	74.385	731	803.93	1.616	-32.78
DP 2	10	51.594	723.8	654.93	10	53.028	727.2	599.00	1.434	-55.93
DP 3	10	55.564	724.4	702.30	10	57.008	727.5	644.59	1.444	-57.71
DP 2	5	48.677	723.8	618.53	5	50.075	727.1	570.12	1.398	-48.41
DP 3	5	52.465	724.4	663.87	5	53.873	727.5	613.76	1.408	-50.11
DP 2	2	24.14	724.3	306.60	2	25.133	727	306.00	0.993	-0.60
DP 3	2	26.33	724.7	333.61	2	27.33	727.3	332.24	1	-1.37

Conclusions

Confirmation of the data at DP-2 shows that in the existing condition, anything stronger than a 5-year storm event causes the tailwater condition to occur and overtop Bedford Court. In the existing 100-year event, the flow rate at DP-2 prior to the subject property development is more than double the available capacity of the downstream receiving system.

The proposed site development results in a 2.8% increase in runoff in the 100 yr storm event. This increase in runoff will require an approximately 2-acre-ft pond to detain the 100-year storm event runoff back to conditions prior to the subject property's development. A detention pond and outfall structure have been analyzed for this project that results in a reduction in flows at DP-2 in the 100, 50, 25, 10, 5, and 2 year storm events. In order to achieve a reduction in the flows, an approximately 7-acre-ft pond will be required. The final sizing of the necessary detention pond will be determined during final engineering design. This analysis also demonstrates that the downstream system is currently undersized for the existing public off-site runoff. As a part of the final engineering design of the proposed development, a detention pond and outfall structure will be designed such that the development does not result in the release of additional runoff from the site than what is currently being discharged in the existing condition.

Appendices

Drainage Area Map

NRCS Web Soil Survey Map

Time of Concentration Tables

City of Bedford Land Use

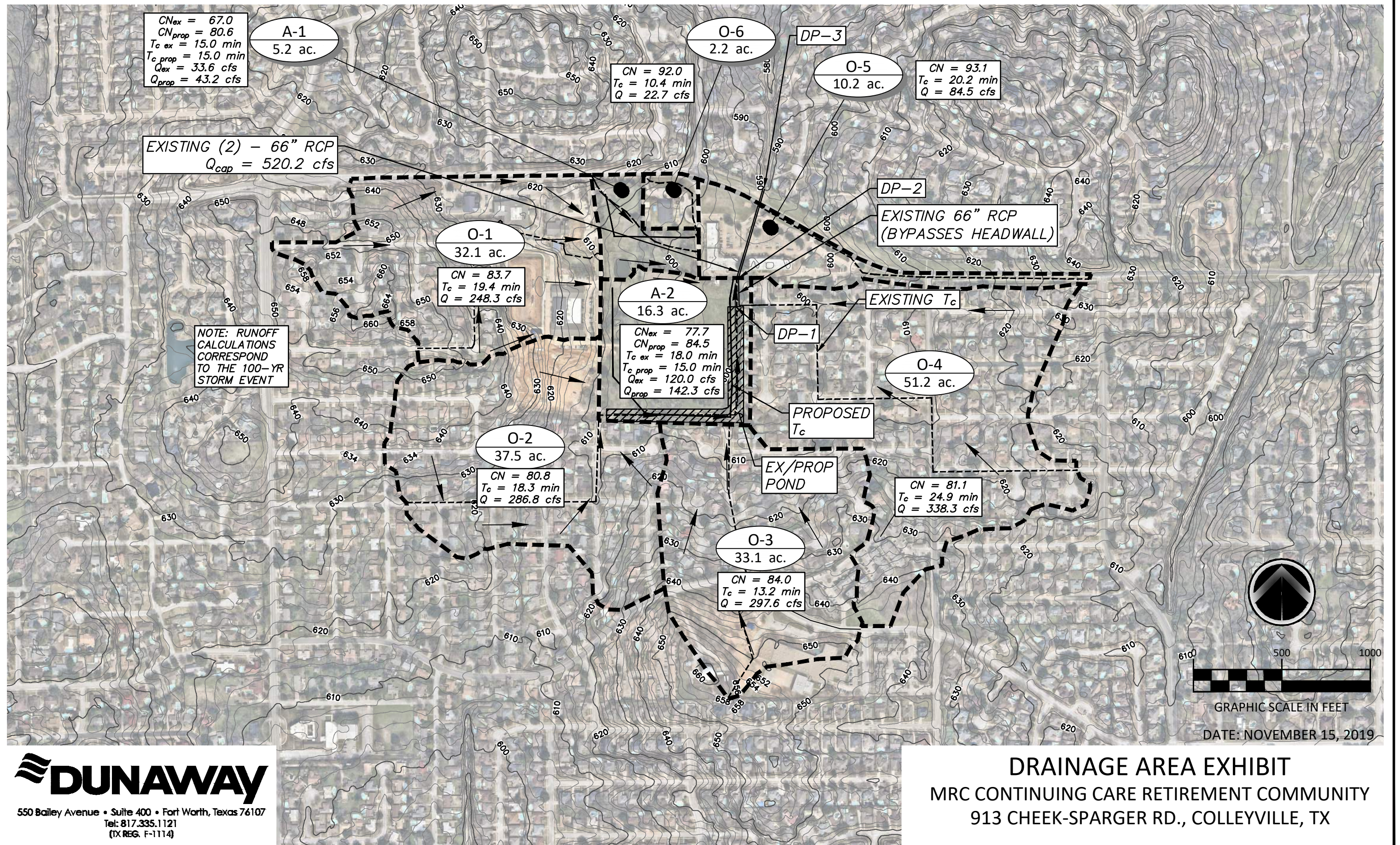
City of Colleyville Land Use

Curve Numbers

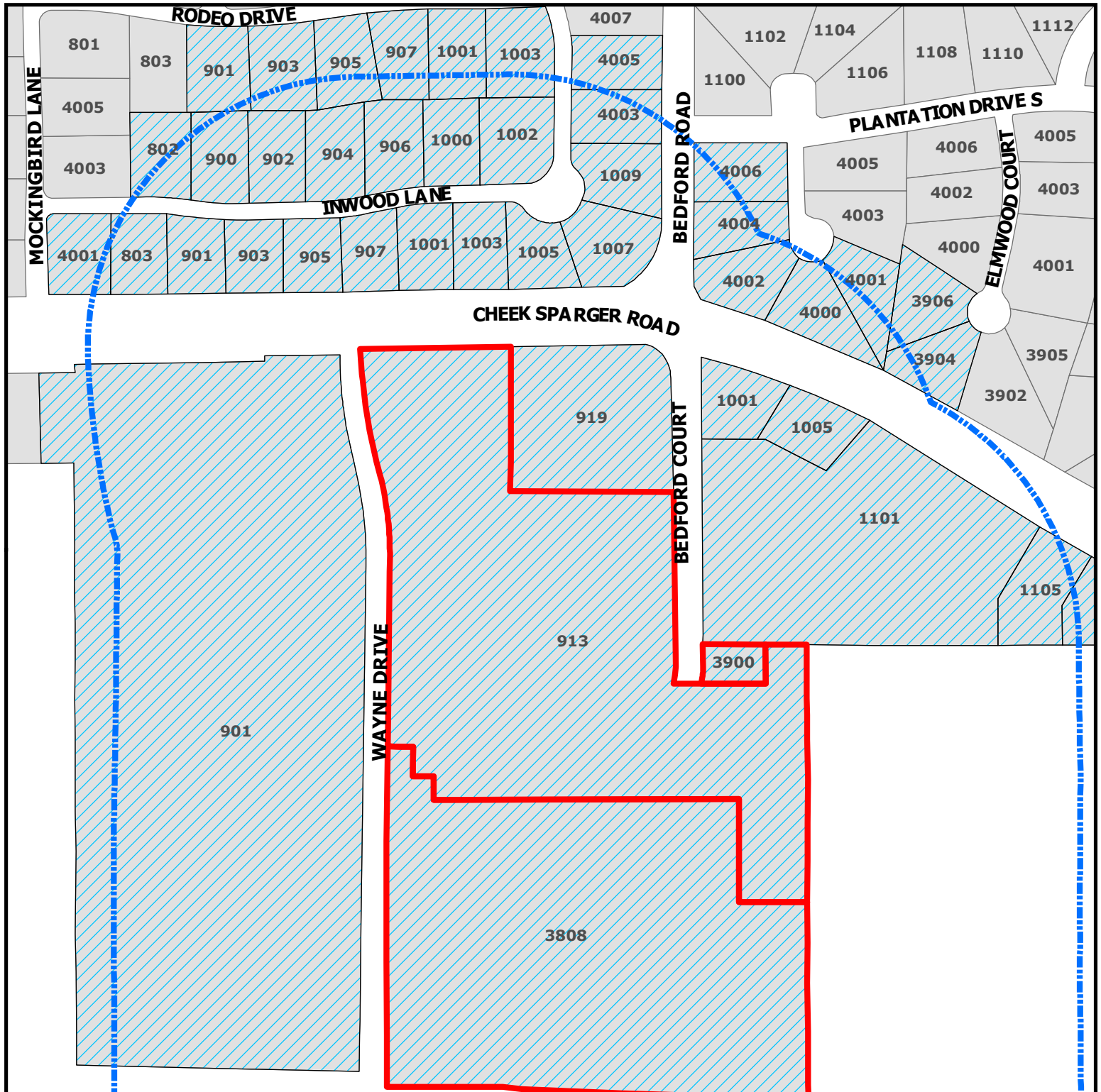
PondPack Results

66" RCP Existing Pipe Output

PLOTTED BY: Jeremy Windell ON: Monday, November 18, 2019 AT: 8:37 AM FILEPATH: \\ftworth\file system\Production\4000\005200\5261001\Water Resources\Drainage Study\CAD\Drainage Area Map (Existing).dwg



Notification Map



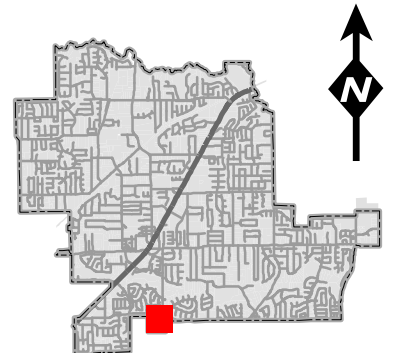
ZC19-009

**913 Cheek Sparger Rd,
3808 Wayne Dr, and 3900 Bedford Ct**

DISCLAIMER:

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

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
FLICK, WILLIAM	900 INWOOD LN	COLLEYVILLE, TX	76034	900 INWOOD LN
INFUSED DIGITAL LLC	2624 SIR GAWAIN LN	THE COLONY, TX	75056	1009 INWOOD LN
KELLY, DEBORAH R	905 INWOOD LN	COLLEYVILLE, TX	76034	905 INWOOD LN
BLOWEN, JACQUELINE A	1003 RODEO DR	COLLEYVILLE, TX	76034	1003 RODEO DR
RINGO, CASEY K	3906 ELMWOOD CT	COLLEYVILLE, TX	76034	3906 ELMWOOD CT
BOWEN, WILLIAM M	1001 RODEO DR	COLLEYVILLE, TX	76034	1001 RODEO DR
STRAUB, ROBERT C	902 INWOOD LN	COLLEYVILLE, TX	76034	902 INWOOD LN
BAERG, HAROLD J	3848 CAMPUS DR STE 112	NEWPORT BEACH, CA	92660	1101 CHEEK SPARGER RD
HUGGINS, SAMUEL E	4000 PLANTATION CT	COLLEYVILLE, TX	76034	4000 PLANTATION CT
GRIFFITH, JAMES C	4002 PLANTATION CT	COLLEYVILLE, TX	76034	4002 PLANTATION CT
ANDREWS, CHARLEY	PO BOX 1853	COLLEYVILLE, TX	76034	4001 PLANTATION CT
BAERG, HAL	3848 CAMPUS DR STE 112	NEWPORT BEACH, CA	92660	1005 CHEEK SPARGER RD
FALKENSTEIN, LOUANN	1002 INWOOD LN	COLLEYVILLE, TX	76034	1002 INWOOD LN
CHERRY, LARRY	903 RODEO DR	COLLEYVILLE, TX	76034	903 RODEO DR
NASH, ROBERT G	905 RODEO DR	COLLEYVILLE, TX	76034	905 RODEO DR
JACKSON, WILLIAM D	1003 INWOOD LN	COLLEYVILLE, TX	76034	1003 INWOOD LN
BROWNING & BROWNING ASSOCIATES	3716 RUFÉ SNOW DR	NORTH RICHLAND HILLS, TX	76180	4004 PLANTATION CT
COLBY, SUSAN L	4001 MOCKINGBIRD LN	COLLEYVILLE, TX	76034	4001 MOCKINGBIRD LN
LEFFINGWELL, CLIFFORD	4005 INWOOD LN	COLLEYVILLE, TX	76034	4005 INWOOD LN
COPP, MICHAEL K	803 INWOOD LN	COLLEYVILLE, TX	76034	803 INWOOD LN
MCDONALD, RICHARD A	904 INWOOD LN	COLLEYVILLE, TX	76034	904 INWOOD LN
ALLEN, SAM H	901 RODEO DR	COLLEYVILLE, TX	76034	901 RODEO DR
REID, TERRY BRYANT	907 INWOOD LN	COLLEYVILLE, TX	76034	907 INWOOD LN
WOLLIN, MARK	907 RODEO DR	COLLEYVILLE, TX	76034	907 RODEO DR
IOVINELLI, LUCI	4006 PLANTATION CT	COLLEYVILLE, TX	76034	4006 PLANTATION CT
BELL, MICHAEL E	1001 INWOOD LN	COLLEYVILLE, TX	76034	1001 INWOOD LN
MILLER, RAY	3904 ELMWOOD CT	COLLEYVILLE, TX	76034	3904 ELMWOOD CT
BAERG, HAL	3848 CAMPUS DR STE 112	NEWPORT BEACH, CA	92660	1001 CHEEK SPARGER RD
BEALL DENTON PARTNERS LP	5712 COLLEYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	913 CHEEK SPARGER RD
DAY, CHRISTOPHER	802 INWOOD LN	COLLEYVILLE, TX	76034	802 INWOOD LN
SHIPP, SANDRA L	901 INWOOD LN	COLLEYVILLE, TX	76034	901 INWOOD LN
BEALL DENTON PARTNERS LP	5712 COLLEYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	3900 BEDFORD CT
MYERS, DAVID W	7017 OAK HILLS CT	NORTH RICHLAND HILLS, TX	76180	1105 CHEEK SPARGER RD
SANDIFER, COLLIN	906 INWOOD LN	COLLEYVILLE, TX	76034	906 INWOOD LN
COLLEYVILLE COVENANT CHRISTIAN	901 CHEEK SPARGER RD	COLLEYVILLE, TX	76034	901 CHEEK SPARGER RD
BERG, ROBERT E	4003 INWOOD LN	COLLEYVILLE, TX	76034	4003 INWOOD LN
CHATELAIN, GARY M	1007 INWOOD LN	COLLEYVILLE, TX	76034	1007 INWOOD LN
SALEEM, NAZEER A	1000 INWOOD LN	COLLEYVILLE, TX	76034	1000 INWOOD LN
BEALL DENTON PARTNERS LP	5712 COLLEYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	3808 WAYNE DR
ALLRED, SHANE	1005 INWOOD LN	COLLEYVILLE, TX	76034	1005 INWOOD LN
SCF RC FUNDING I LLC	47 HULFISH ST STE 210	PRINCETON, NJ	8542	919 CHEEK SPARGER RD
JONES, GREGORY	903 INWOOD LN	COLLEYVILLE, TX	76034	903 INWOOD LN
MYERS, DAVID W	7017 OAK HILLS CT	NORTH RICHLAND HILLS, TX	76180	1109 CHEEK SPARGER RD
SADDLEBROOK ADDITION	P.O. Box 382	COLLEYVILLE, TX	76034	COURTESY NOTICE
TARA PLANTATION ADDITION	P.O. Box 565	COLLEYVILLE, TX	76034	COURTESY NOTICE
CITY OF BEDFORD	2000 FOREST RIDGE DRIVE	BEDFORD, TX	76021	COURTESY NOTICE
HURST EULESS BEDFORD ISD	1849 CENTRAL DR	BEDFORD, TX	76022	STATE REQUIRED
STEPHENS, DON	1440 LAKE FRONT CIRCLE, STE 140	THE WOODLANDS, TX	77380	APPLICANT

Public hearing notices were mailed on December 27, 2019



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Addr»

«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, January 13, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, February 4, 2020 & Tuesday, February 18, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a request to amend the PUD-C Planned Unit Development – Commercial district for the Heritage Farms addition. The request is to amend the current PUD-C in order to modify the development regulations that allow for the construction of a Senior Living Community.

Zoning Case: ZC19-009

Applicant: Don Stephens

Owner: Robert Beall

Location: 913 Cheek Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court

Property Description: Lots 1-3, Block A, Heritage Farms

Present Zoning: PUD-C Planned Unit Development-Commercial

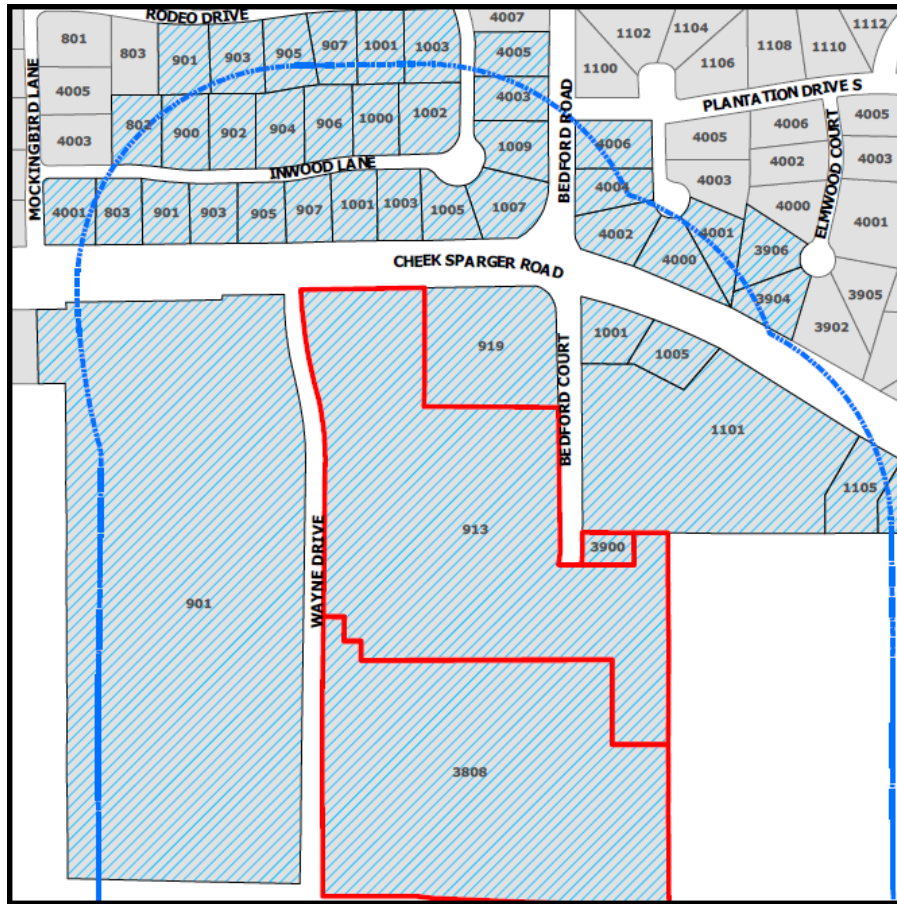
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

Letter of Opposition

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



RE:
Zoning case ZC19-009

As a property owner within 500' of the proposed MRC Colleyville Senior Living Community development the increase in traffic emanating from the Northeast corner at Bedford Court access point is very concerning.

Rather than proceed north on Bedford Court from the eastern most exit traffic will seek alternate entrance/exit funneling down the Tara Village Shopping Center fire lane. The area already is congested due to local residential traffic cutting thru to Cheek Sparger and the area is in use as an exercise area for the gym in Tara Village as well as local children and children in the after school program housed in the shopping center.

The current state of use makes exiting from my driveway which opens to the fire lane problematic.

The stop sign at the end of Woodmont is not a significant deterrent to traffic volume or speed. Adding a potential 415 vehicles (based on the drawings provided) to the mix will make driveway access dangerous and has safety impacts to the children using the fire lane as a play area.

The plan is unclear as to any kind of access control at the Bedford Court area. The other, apparently main, entrances on Wayne Dr. are labeled as Access Lanes.

Based on the increased traffic using the fire lane as a point of entrance/exit either the project should be denied or traffic control at the Bedford Court access point as well as the fire lane behind Tara Village Shopping center should be included as part of the approval.

Handwritten signatures in black ink. The top signature is "Michael Scoville" and the bottom signature is "Carol Scoville".

Michael G. Scoville, Carol A. Scoville
1101 Woodvale Dr.
Bedford, TX 76021

Letter of Opposition



Mark Matherne
1104 Plantation Ct.
Tara Plantation
Colleyville, TX 76034

Zoning Case Number: ZC19-009 (Senior Living Community)
Property Description Lots 1-3, Block A, Heritage Farms

We built our house at 1104 Plantation Ct. in 1980. At that time there was no Lakes of Somerset. There was no Saddlebrook. There was no Covenant Christian Academy. There was no Tara Village. There was no Bedford Estates. The huge parcel of land on the southeast corner of Cheeks-Sparger and McLain belonged to Waseem Arabians which was all pasture land except for one house. By the mid 1980s, the aforementioned neighborhoods were being completed at a rapid pace. (See Map page 4)

During the initial development of Tara Plantation, the developer decided it would be a good idea to dig a drainage ditch to catch rainwater from the vacant land south of Cheeks-Sparger and the water from the Tara neighborhood and run it toward Little Bear Creek. It should be noted that this land where the ditch was to be was relatively flat before the big dig. It was sculpted into an unnatural, manmade drainage ditch that worked just fine in 1980, but was woefully incapable of providing the flood control during the years since.

Colleyville and other communities in the area, such as Bedford, Hurst, and North Richland Hills solved the problem of flooding by installing storm sewers. Storm sewers are defined as an infrastructure designed to drain excess rain and ground water from "impervious structures" such as paved streets, car parks, parking lots, footpaths, sidewalks, and roofs. With the massive increase of "impervious structures" in the last several years, it seems that a storm sewer would have been a better choice than a poorly designed ditch.

Letter of Opposition

As residential and commercial development continued, I have noticed that the water in the “ditch” has been getting closer and closer to my house. Within a few feet in some cases. This would be true for every house on the west side of the “ditch”. I carry flood insurance now, even though I’m not in a flood zone.

Page 5, picture 1. These are the steps leading into my back yard. The water is coming from Saddlebrook, Bedford Road, and Tara. This has only recently become an issue.

Page 5, picture 2. This is my back yard after a moderate rain. Also, a recent issue.

Page 5, picture 3. This is the ditch behind my house after a moderate rain. Besides being a flood hazard, this is a huge danger to children. I have seen the remains of animals that have been carried off by the current.

Page 5, picture 4 and 5. This is where the concrete in the ditch ends. It doesn’t even go all the way to Little Bear Creek. There were some trees in the way, so they decided to stop there. You can see how the ground beneath the concrete has been eroded, and the concrete is cracked. It’s about 6 feet from the top of the concrete to the creek bottom. If it breaks off, it could create a dam that would cause a greater flood potential.

Page 6, picture 6. More erosion beneath the concrete.

Page 6, picture 7, 8, and 9. You can see the trash and debris in Little Bear Creek. This is the section of the creek between Tara Plantation and the Lakes of Somerset. There are several debris dams along this section of the creek that slow down the flow of water even more. How can this help?

I appreciate the fact that the city has been concerned about drainage issues in the recent past, and the city counsel has asked for citizen input for issues that they are concerned about. I can remember when Sparger Park never flooded. I remember when Bedford Road didn’t have

Letter of Opposition

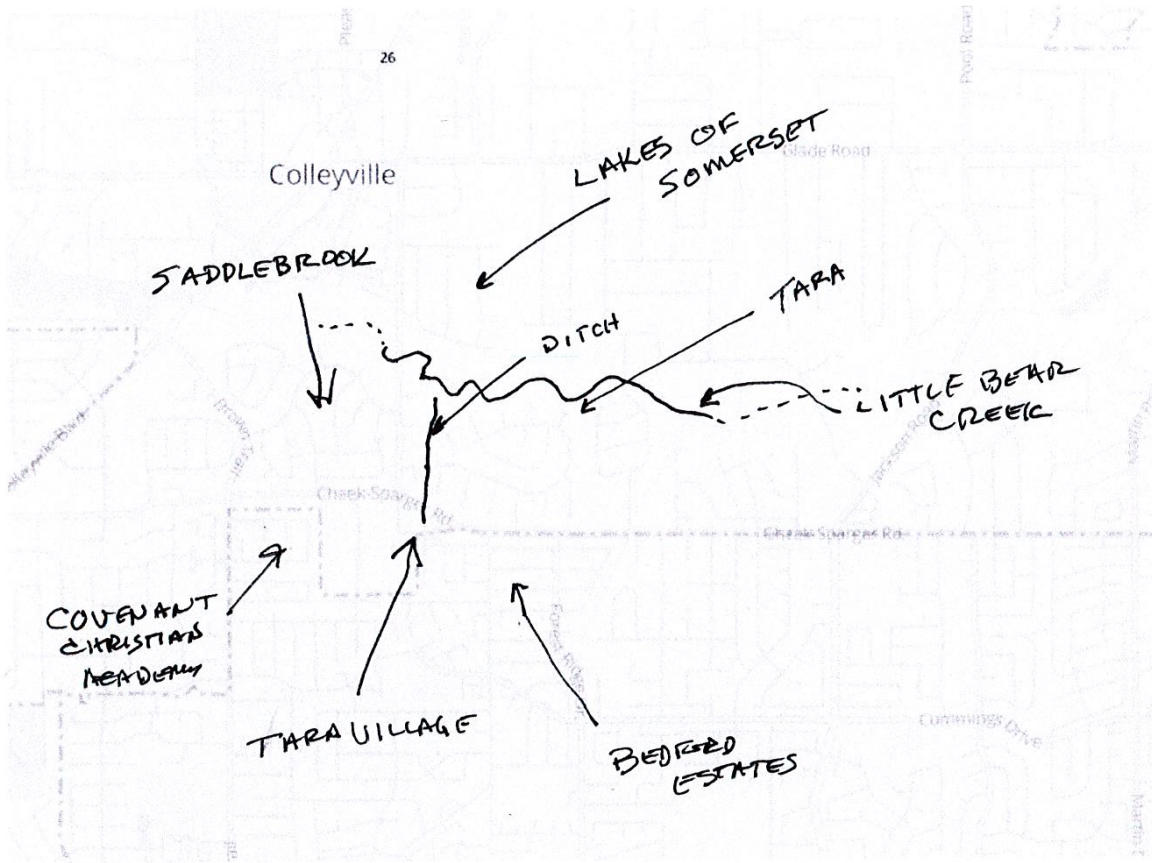
barricades because it never flooded. I remember when the property owners that had property backing up to Little Bear Creek didn't have their fences and other property regularly destroyed by floods. But, things have changed. There is a large land area that drains into this little ditch. I admit that I have been remiss in not speaking up about this sooner, but this new zoning case worries me a great deal. This could be the tipping point.

It seems to me that we have two choices. Either alleviate the potential of flooding by creating a path for water to freely flow. Installing storm sewers and/or clearing Little Bear Creek. Or, not allowing the last remaining parcel of land in this huge drainage area to become another "impervious structure."

Thank you,

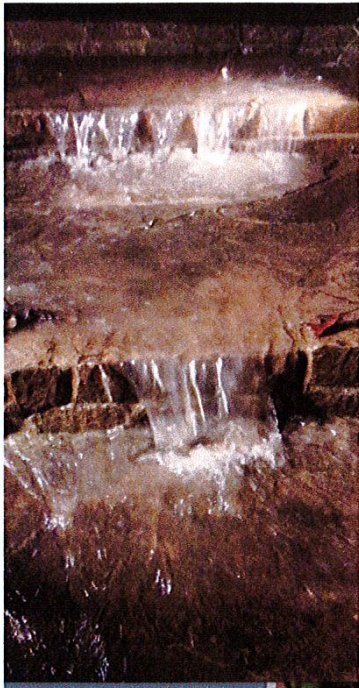
Mark Matherne
817-875-5697

Letter of Opposition



Letter of Opposition

#1



#3



#2



#4



#5



Letter of Opposition

#6



#7



#8



#9



ORDINANCE O-20-2113

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 18.45 ACRES ON LOTS 1, 2, & 3, BLOCK A, OF THE HERITAGE FARMS ADDITION, LOCATED AT 913 CHEEK-SPARGER ROAD, 3808 WAYNE DRIVE, AND 3900 BEDFORD COURT FROM THE PUD-C PLANNED UNIT DEVELOPMENT - COMMERICAL 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. ZC19-009; 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 18.45 acres on Lots 1, 2, & 3, Block A, of the Heritage Farms Addition, located at 913 Cheek Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court from PUD-C Planned Unit Development - Commercial 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 the construction of a Senior Living Community on 18.45 acres.
- b. This facility be licensed as a Type A and/or Type B Assisted Living Center by the Texas Department of Aging and Disability Services as required by the Assisted Living Facility Licensing Act. Proof of such licensing shall be required prior to issuance of a Certificate of Occupancy for this property.
- c. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".
- d. The proposed development is subject to PUD-C Planned Unit Development – Commercial 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 and Building Elevations attached in Exhibits "C" and "D".

3. PERMITTED USES

- a. The Senior Living Community as depicted in the attached exhibits, shall be a permitted use.
- b. Type "A" and Type "B" assisted living facilities are permitted with a maximum of 32 units for assisted living uses and a maximum of 24 beds for memory care uses, as depicted in Site Plan Exhibit "C".
- c. A maximum of 164 multifamily independent living units are permitted as depicted in Site Plan Exhibit "C".
- d. All residential units permitted by this PUD shall only be occupied by persons who are age 55 or older per requirements of the United States Department of Housing and Urban Development.
- e. All accessory buildings and uses, customarily incidental to the above uses on the same lot within.

4. Hours of operation

- a. Deliveries to the facility for food service and general delivery will be restricted to 7:00 a.m. to 6:00 p.m. daily.

5. Conceptual plan and Platting

- a. The development shall be generally consistent with Site Plan Exhibit "C", which shall not be considered the preliminary plat. Minor adjustments, such as building articulations, shall be permitted. Other modifications, which do not change the use or increase the density, may be approved administratively by staff.

6. BUILDING DESIGN

- a. The Senior Living Community shall be generally consistent with the building elevations and specified material depicted in Exhibit "D".
- b. All buildings allowed for this development shall not exceed two stories and 35 feet in height.
- c. The cumulative exterior walls of the buildings in this development shall be a minimum 50 percent masonry.
- d. Except as modified, all buildings shall, at a minimum, meet the provisions of Chapter 6-Building Design in the Land Development Code.

7. LANDSCAPING & OPEN SPACE

- a. The This development shall provide a minimum of 50 percent pervious cover area, as shown on Site Plan Exhibit "C" and all open space areas shall be landscaped and maintained by the property owner. Open space may include detention or retention ponds.
- b. All landscaping shall comply with Chapter 4 Landscaping in the Land Development Code.

8. SIDEWALKS

- a. The sidewalk along Cheek Sparger Road must be at least five (5) feet wide. The sidewalk along Wayne Drive and Bedford Court must be at least four (4) feet wide. The sidewalk must be installed when any new structures are built on the property.

9. PARKING AND ACCESS

- a. This development shall be allowed to have a minimum of 330 parking spaces.
- b. All parking shall be mutually accessible and available across all uses within this development.
- c. As depicted on Site Plan Exhibit "C", a 24-foot public access and fire lane easement shall be located within the development such that it connects Wayne Drive at the southern terminus of the Bedford Court right-of-way boundary. Said easement shall be included on any future plat of the property.

10. LIGHTING

- a. All lighting shall be directed away from adjacent residential properties. Illumination from light poles shall not exceed 0.5 foot-candles as measured from any portion of the property line.

11. FENCING

- a. An eight (8) foot cedar (or similar material) fence, shall be constructed along the south and east property lines adjacent to the existing residential uses located in the City of Bedford.
- b. The fence shall be generally consistent with Exhibit "D".

12. SIGNAGE

- a. All monument signs shall meet the minimum requirements of the Land Development Code.

13. TRASH COMPACTOR AND EMERGENCY GENERATOR ENCLOSURE

- a. The trash compactor and emergency generator enclosure will be fully screened with a ten (10) foot high masonry screening wall with solid gates on the opening side. The enclosures shall be constructed of eight (8) inch concrete block walls with brick and stone veneers and a cast stone cap.
- b. All requirements of the Land Development Code shall be met, except where amended herein.

14. PARKING SHADE STRUCTURES

- a. The covered parking structures will have 4:12 sloped roofs with asphalt shingles to match the building. The structures will have a minimum nine (9) feet of clearance with 2" x 8" fascia and open ended gables.
- b. The parking shade structures shall be generally consistent with Exhibit "E".

15. PUBLIC IMPROVEMENTS

- a. In lieu of constructing any required perimeter street improvements, the developer shall construct the following roadway improvements: (1) improve the intersection of Cheek Sparger Road and Bedford Road/Bedford Court such that it may result in the construction of a roundabout; (2) add a right-turn only lane to northbound Wayne Drive where it intersects Cheek Sparger Road.
- b. Given the requirements of Section "a" above, prior to the acceptance of any plat applications as required by this ordinance, the developer shall submit a City/Developer Agreement (CDA) for approval by the City Council that, at a minimum, addresses the following areas:
 - (1) Total estimated cost, scope, feasibility and traffic impact of the construction of a roundabout at Bedford Road/Bedford Court and Cheek Sparger and a northbound right-turn lane at the intersection of Wayne Drive and Cheek Sparger Road as determined by a registered professional engineer in the State of Texas;
 - (2) Plans and details of a schedule for reimbursement of construction costs to the developer by the City or waiver of fees:
 - (3) Clear delineation of duties and responsibilities with regard to right-of-way acquisition, construction, inspections, maintenance of all proposed public improvements.
 - (4) Any existing escrowed funds for future roadway improvements to Wayne Drive, Cheek Sparger Road and Bedford Road/Bedford Court paid by the developers of any properties within 2,000 feet of the subject property within the preceding ten years are hereby eligible to be applied above provided a written affidavit is submitted to the City of Colleyville from the developer that paid said escrow funds for the roadway improvements described above.
 - (5) Any change to the terms of this section shall require an amendment to this ordinance.

c. Payment in Lieu of Taxes, PILOT Agreement for 30 years to offset projected Emergency Medical Costs shall be:

(1) Year 1: \$25,000 first full calendar year following initial occupancy

(2) Year 2: \$50,000

(3) Year 3: \$75,000

Subsequent Years: Being Year 4, in the base of \$75,000 will be adjusted by the CPI Index for Fort Worth. Such adjustments will not exceed 4% and will not be negative.

- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of March 2020.

The second reading and public hearing being conducted on the 17th day of March 2020.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF MARCH 2020.

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 Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

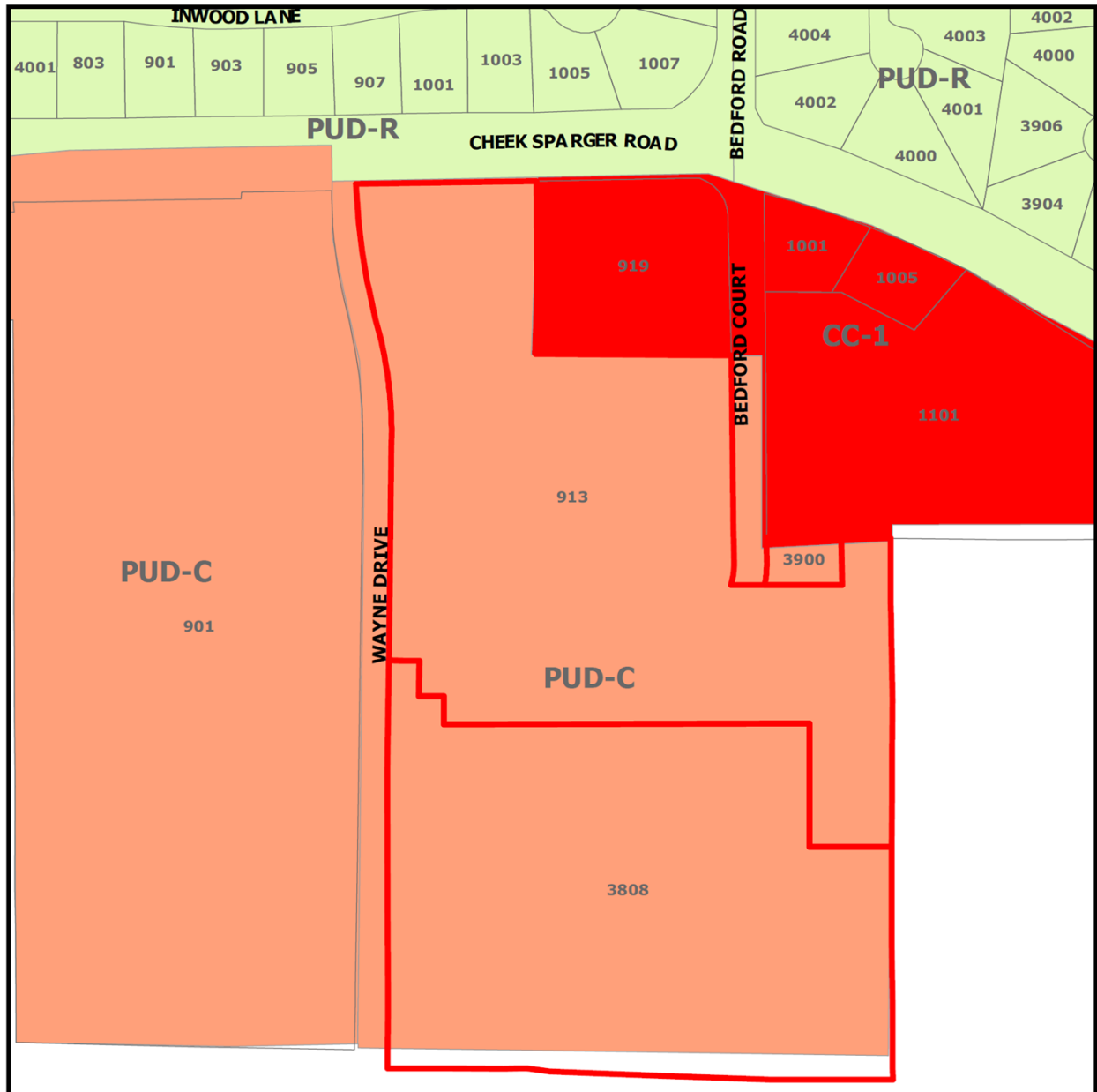


Exhibit “B” – Statement of Planning Objectives

Statement of Planning Objectives

Colleyville Senior Living Community

Statement of Planning Objectives

The Colleyville Senior Living Community will provide a master planned, life care retirement community with three levels of service: independent living (IL), assisted living (AL), and memory support (MS).

The project is designed to be compatible with the surrounding land uses and will be in conformance with the intent parameters of the existing PUD zoning.

The previous retail/office component has been eliminated and the number of living units has been decreased to reduce the intensity of the use and to decrease traffic volumes. Additionally, the previously detached buildings will now be connected, which will allow for improved internal resident circulation and for more efficient delivery of services.

The site plan layout will provide over 50% open space and will protect existing trees or plant replacement trees, when necessary. This design will provide quality outdoor spaces for the residents and their families.



CONCEPTUAL ELEVATION
for
MRC COLLEYVILLE SENIOR
LIVING COMMUNITY
September 1, 2018
PUD Site Plan for Senior Living PUD
Zoning Amendment

ENGINEER/PLANNER:
DUNAWAY
1401 Avenue of the Americas • Suite 400 • New York, New York 10019
Tel: 212-512-2000 • Fax: 212-512-2001

ARCHITECT:
three

OWNER:
MRC Senior Living Colleyville
1440 Lake Front Circle, Suite 110
The Woodlands, TX 77380

[illegible]

community commons - conceptual elevation
Scale: 1"=50'

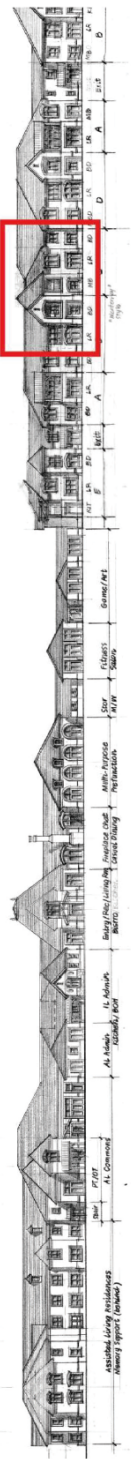
Scale: 1"=50'

CONCEPTUAL ELEVATION
for
MRC COLLEYVILLE SENIOR
LIVING COMMUNITY

ENGINEER/PLANNER:
DUNAWAY
505 Baker Avenue • Suite 400 • East Northport, New York 11731
(516) 864-4112
(516) 864-4113

OWNER:
MRC Senior Living Colleyville
1440 Lake Front Circle, Suite 110
The Woodlands, TX 77380

Building Elevations



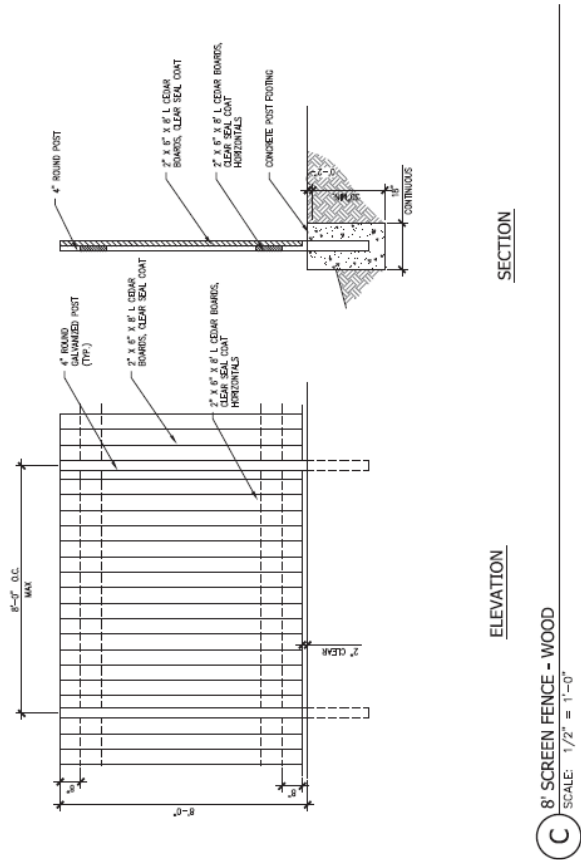
independent living - conceptual elevation
Scale: 1"=50'

CONCEPTUAL ELEVATION
for
MRC COLLETVILLE SENIOR
LIVING COMMUNITY
PHASE 1
PHD Site Plan for Senior Living PLD
during preconstruction

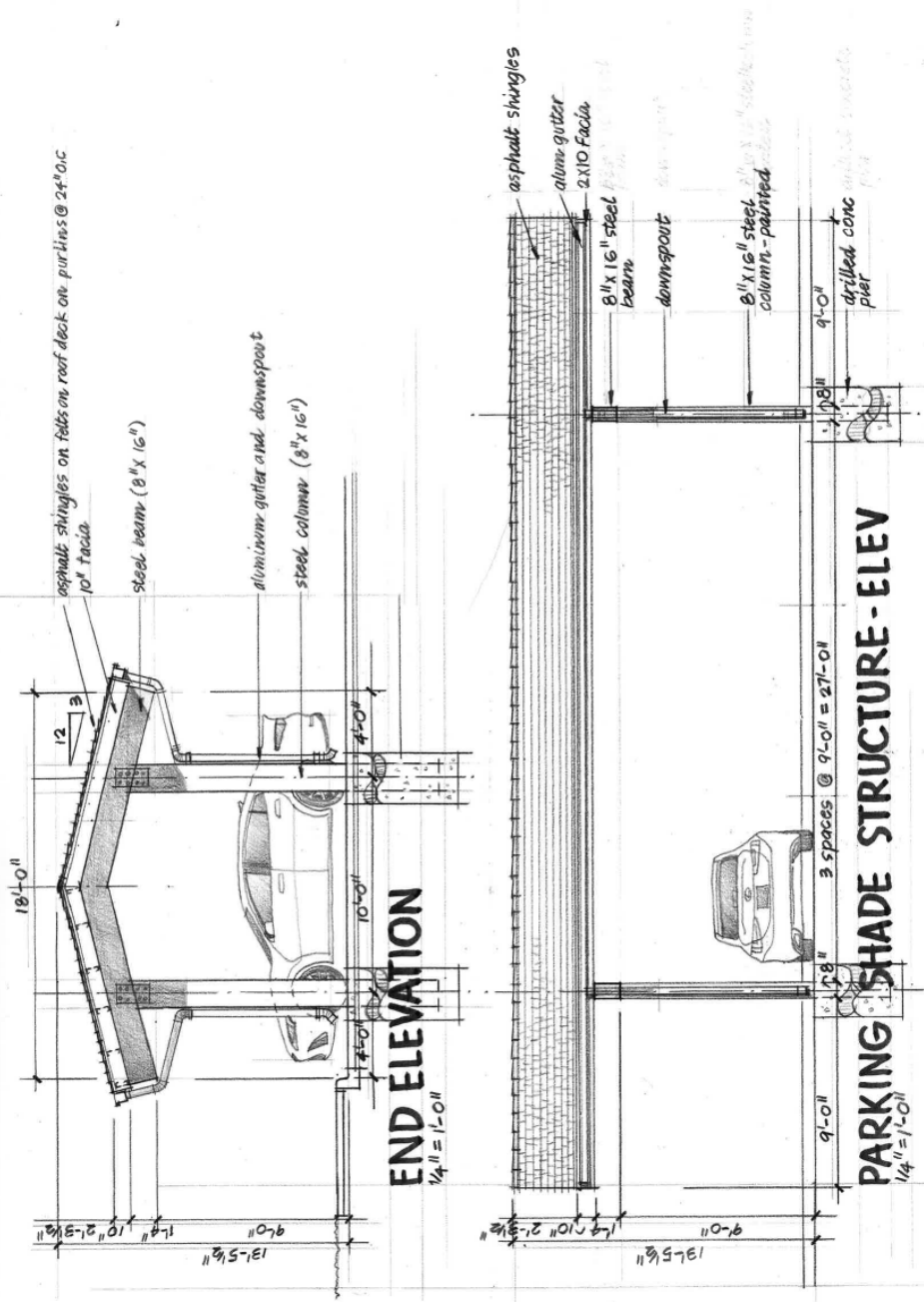
ARCHITECT
DUNAWAY
18
The Woodlands, TX 77380

DESIGNER
MRC Senior Living Community
18
The Woodlands, TX 77380

Exhibit “D” – Perimeter Wood Fencing



PARKING ENROUTE EXHIBIT





City of Colleyville City Council Agenda Briefing

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

Agenda Number 4a

Agenda Date 4/7/2020

Number Resolution R-20-4478

Type Resolution

Department Community Development

Title

Consideration of a request for a Preliminary/Final Plat for Lots 1-11, Block A, Lots 1-13, Block B, and Lots 1-3, Block X, of the Preston Manor Addition, being Tracts 6A1, 6A2, 6A2A, 6A2B1, Abstract 1487, in the O C Sturm Survey, and Tracts 1B, 1B1, 1B2A, Abstract 1176, in the J J Newton Survey, located at 401 Shelton Drive, Case PC20-001

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

UPDATE: The item was tabled at the March 3, 2020 meeting for two primary reasons. First, to give time for the applicant to acquire formal permission from the railroad to discharge their storm run-off into the existing drainage channel within the railroad right-of-way. Second, to allow the City Council to determine the course of action pertaining to the triangular piece of property owned by the City, which gives access to the development. This item will not be removed from the table until these two issues have been adequately addressed and/or resolved.

Osama Nasheed, the applicant, has submitted a request for a Preliminary/Final Plat for Preston Manor Addition, Tracts 6A1, 6A2, 6A2A, 6A2B1, Abstract 1487, in the O C Sturm Survey, and Tracts 1B, 1B1, 1B2A, Abstract 1176, in the J J Newton Survey, being approximately 15.70 acres, and zoned R-20 Single Family Residential. The purpose is to plat the property into 24 single-family residential lots, and 3 common area lots. The proposed subdivision will also have gated, private streets, which can be permitted through approval of the plat.

Existing Conditions/Background: The subject property currently has a house with several accessory buildings that will be removed. Shelton Drive provides the only street frontage to the property. The preliminary/final plat for consideration proposes to divide the R-20 area into 24 single-family residential lots, 2 open space lots, and one lot for the private streets.

Lot Dimensions and Setbacks:

The following R-20 district standards shall apply:

Minimum Lot Area: 20,000 square feet

Minimum Lot Width: 100 feet

Minimum Lot Depth: 125 feet

Minimum Front Yard Setback: 30 feet

Minimum Side Yard Setbacks: 10 feet

Minimum Rear Yard Setback: 25 feet

Maximum Lot Coverage: 30 percent

Maximum Impervious Coverage: 60 percent

As submitted, the proposed plat meets all of the requirements of the existing R-20 zoning. The net density for the subdivision calculates to 1.85 dwelling units per acre.

Surrounding Development: All of the surrounding property has developed with single-family residences using a variety of zoning classifications including: R-40, R-20, and PUD-R.

Analysis: The proposed plat creates 24 single family residential lots and three open space/street lots. The Land Development Code (LDC) also allows for gated, private streets. Access for the subdivision will occur off Shelton Drive. A second connection for emergency access only will be located off Oakleigh Lane and is proposed to be in accordance with subdivision regulations.

Private Streets: Chapter 10 of the LDC establishes the regulations for private streets. City Council approval is required after receiving a recommendation from the Planning & Zoning Commission. The chapter identifies criteria for approval. One of these is that a subdivision contain 25 lots or greater. This subdivision contains 24 lots. However, with the connection to the Oakleigh Subdivision, there would be a total of 47 lots.

Fees: Park Land Dedication fees are required in the amount of \$1,802 per residential lot. Park Land Dedication fees are due prior to filing the Final Plat for record. Impact Fees are also required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit.

Tree Preservation: Any subdivision of the subject property 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.

Public Notice: A public notice is required due to the request for approval of private streets. Staff notified property owners within 500 feet of the subject property regarding this request and notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received no correspondence regarding this request to date.

Staff Recommendation: Staff recommends approval. The proposed Preliminary/Final Plat meets the requirements of the R-20 and the Land Development Code.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval as presented and contingent on approval of a drainage agreement with the railroad at their February 24, 2020 meeting by a vote of 5-0.

Financial Impact

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

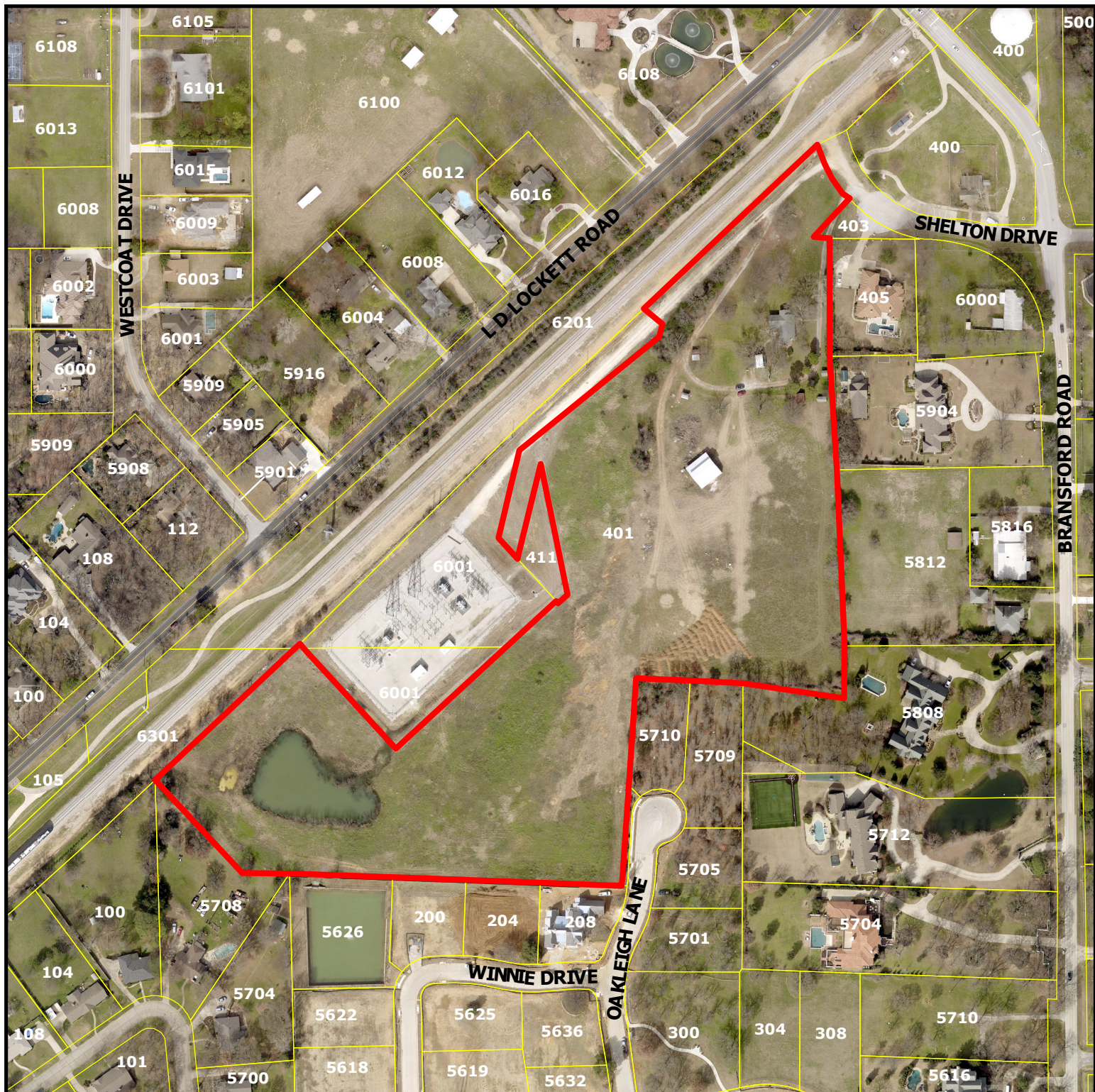
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Color Exhibits
6. Tree Survey Exhibit
7. Civil Plans
8. Sewer Line Easement
9. Access Easement Agreement
10. Notification Map
11. Notification List
12. Property Owner Notification
13. Resolution R-20-4478

Aerial Map



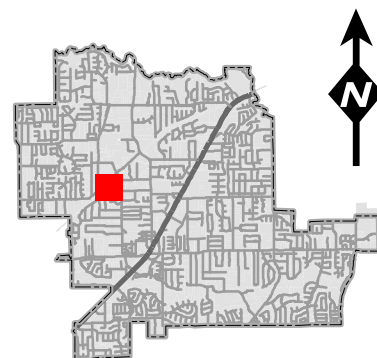
Zoning Map

401 Shelton Drive

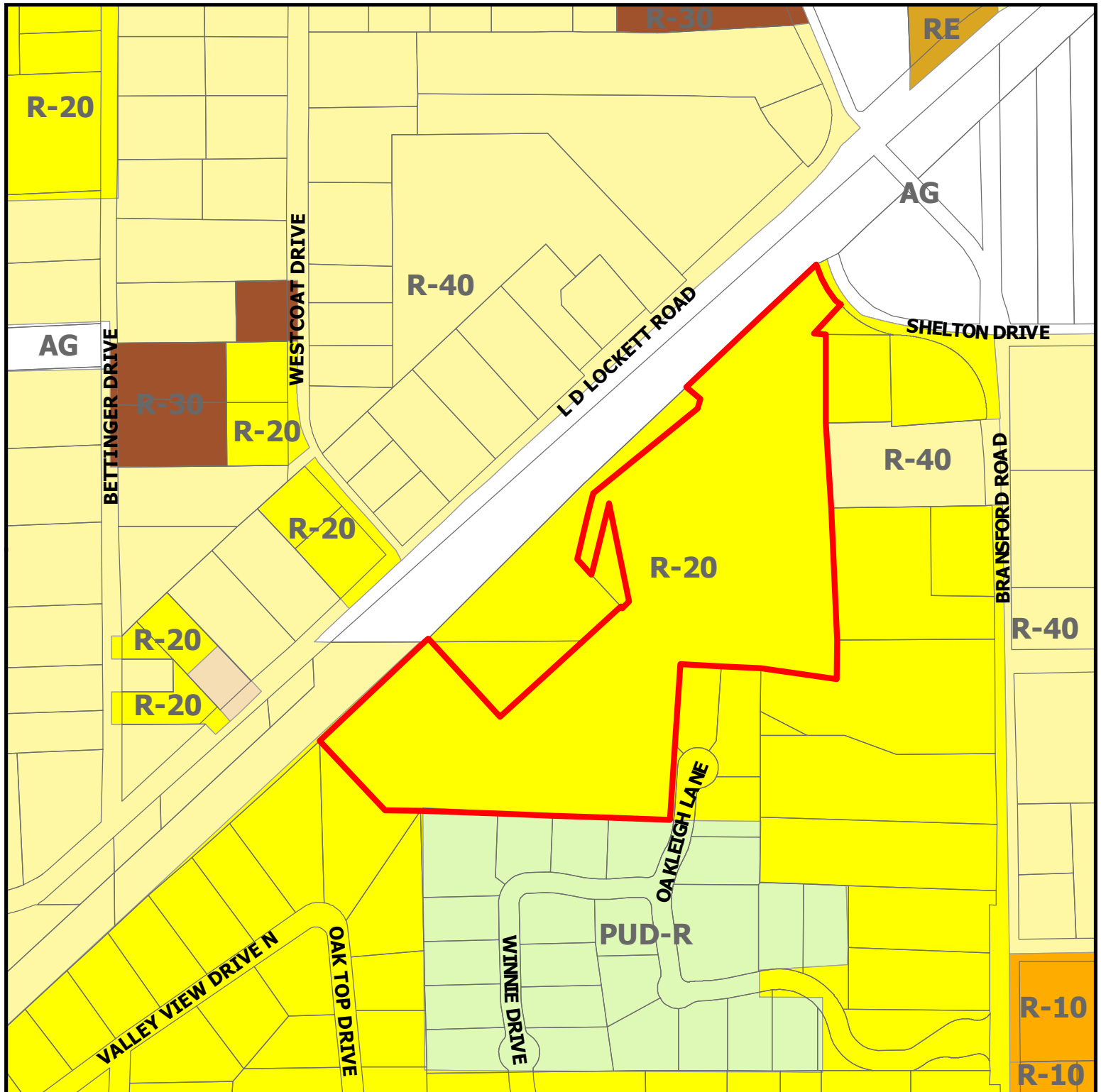
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This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees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



Subject Property



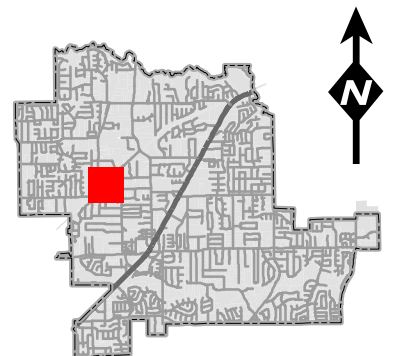
Zoning Map



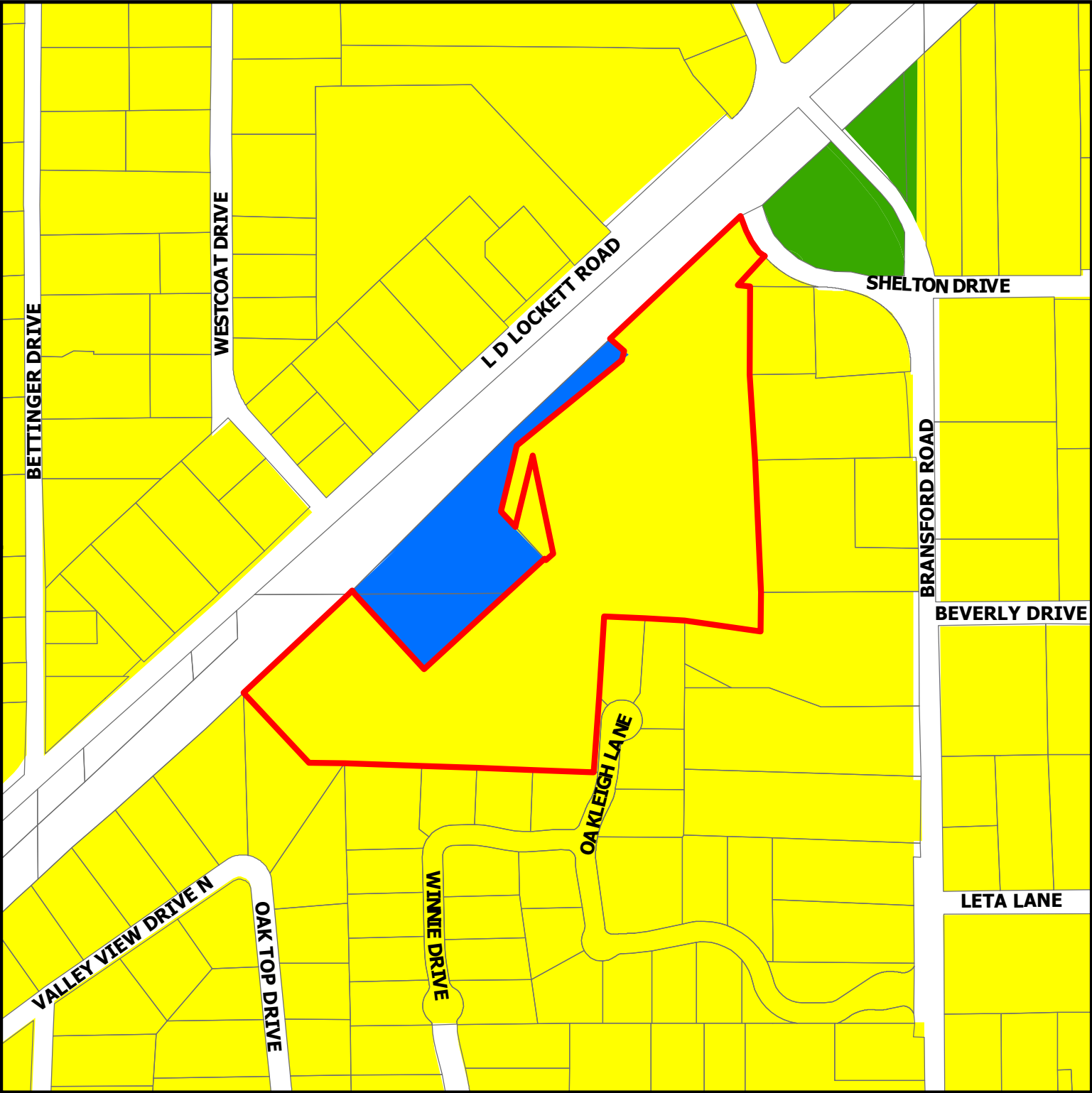
Zoning Map 401 Shelton Drive

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 Subject Property



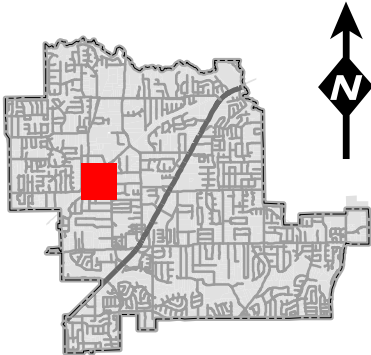
Future Land Use Map

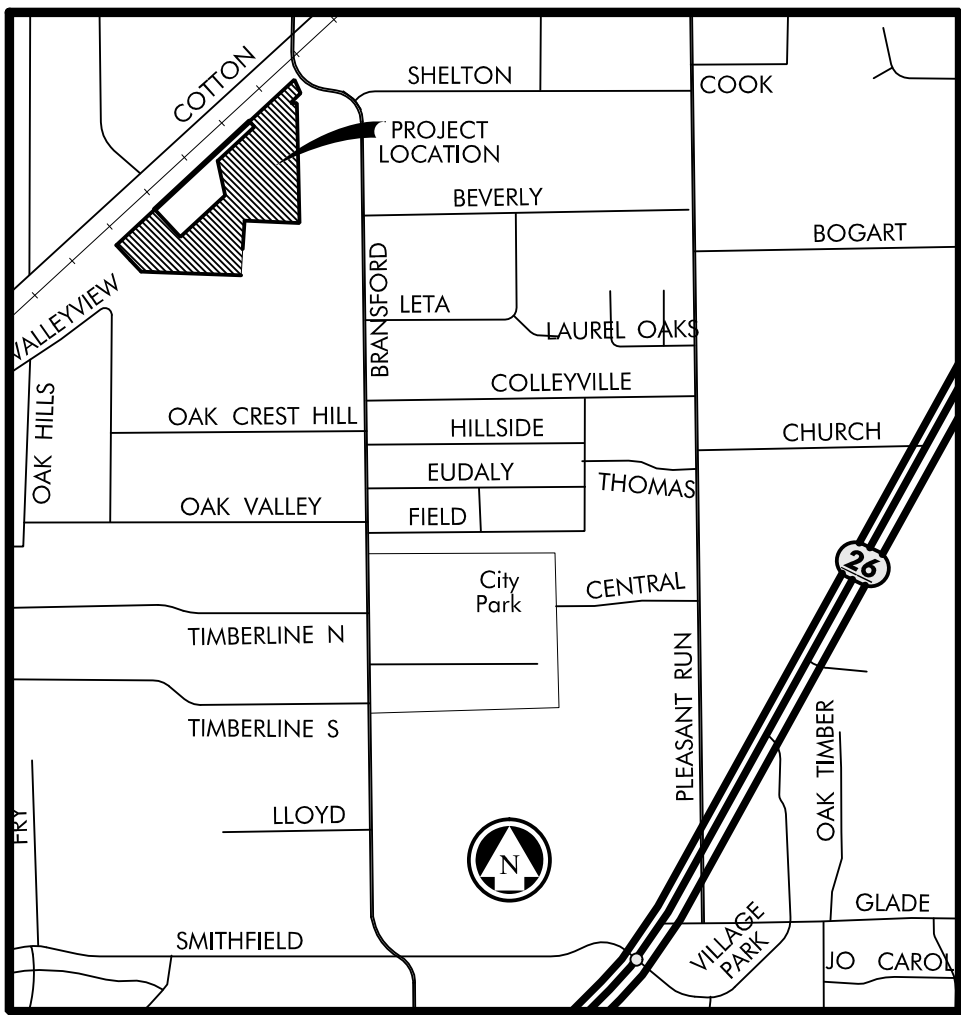


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Zoning Map 401 Shelton Drive

-  Subject Property
-  Residential
-  Institutional
-  Open Space; Parks





LOCATION MAP
NTS

CL & LOT LINE CURVE TABLE

CV#	ARC LENGTH	DELTA ANGLE	RADIUS (FT)	T	CHORD	CHORD DIRECTION	CHORD LENGTH
C1	77.62	14°49'27"	300.00	39.03	S 55°59'40" W		77.40
C2	63.58	48°34'11"	75.00	33.84	S 22°57'03" W		61.69
C3	90.75	41°35'48"	125.00	47.48	S 67°52'03" W		88.77
C4	157.07	44°59'55"	200.00	82.84	S 24°34'12" W		153.07
C5	45.36	25°59'28"	100.00	23.08	S 74°54'36" E		44.98
C6	30.34	17°23'02"	100.00	15.29	N 83°24'09" E		30.22
C7	121.20	17°21'36"	400.00	61.07	N 83°23'26" E		120.73
C8	47.90	36°35'33"	75.00	24.80	S 69°37'59" E		47.09
C9	44.67	08°31'52"	300.00	22.38	N 44°45'03" E		44.63
C10	87.88	50°21'02"	100.00	47.00	S 23°50'28" W		85.08
C11	39.27	90°00'00"	25.00	25.00	S 43°39'57" W		35.36
C12	108.90	41°35'48"	150.00	56.97	S 67°52'03" W		106.52
C13	157.95	40°13'20"	225.00	82.39	S 26°57'29" W		154.73
C14	10.55	15°06'20"	40.00	5.30	S 14°23'59" W		10.52
C15	46°34'03"	46°12'36"	30.00	12.91	N 68°47'13" E		23.72
C16	24.38	46°34'03"	30.00	12.91	N 64°38'44" W		23.72
C17	31.01	88°49'25"	20.00	19.59	S 47°39'32" W		29.99
C18	128.77	17°21'36"	425.00	64.88	S 83°23'26" W		128.28
C19	13.13	10°01'48"	75.00	6.58	S 79°43'32" W		13.11
C20	9.63	07°21'13"	75.00	4.82	S 88°25'03" W		9.62
C21	33.41	76°34'25"	25.00	19.73	N 48°37'07" W		30.98
C22	53.42	61°12'51"	50.00	29.58	N 41°56'20" W		50.91
C23	63.02	72°13'11"	50.00	36.47	S 71°20'39" W		58.93
C24	72.85	83°28'30"	50.00	44.61	S 08°30'12" E		66.57
C25	11.93	13°40'25"	50.00	5.99	S 55°04'39" E		11.90
C26	56.70	25°59'28"	125.00	28.85	S 74°54'36" E		56.22
C27	44.41	18°57'42"	150.00	22.37	N 83°36'49" E		44.24
C28	95.56	14°36'00"	375.00	48.04	N 82°25'58" E		95.30
C29	15.30	02°21'17"	375.00	7.65	S 89°05'54" E		15.30
C30	38.07	72°44'28"	30.00	22.08	N 87°41'11" W		35.56
C31	56.50	64°44'28"	50.00	31.69	S 31°02'10" W		53.54
C32	20.22	38°37'09"	30.00	10.51	S 20°38'37" E		19.84
C33	49.06	56°13'13"	50.00	26.71	S 13°08'45" E		47.12
C34	64.08	73°25'30"	50.00	37.29	S 51°39'38" W		59.78
C35	35.40	40°33'47"	50.00	18.48	N 71°20'48" W		34.66
C36	20.39	38°56'18"	30.00	10.61	N 71°51'54" W		20.00
C37	72.60	41°35'48"	100.00	37.98	S 67°52'03" W		71.02
C38	109.99	36°00'37"	175.00	56.88	S 29°03'51" W		108.19
C39	30.62	19°37'06"	100.00	15.56	S 01°15'00" W		30.67
C40	17.63	08°04'57"	125.00	8.83	S 04°31'04" E		17.62
C41	30.53	87°27'10"	20.00	19.13	S 44°12'11" E		27.85
C42	16.63	35°35'05"	30.00	9.63	S 54°58'37" E		16.63

BOUNDARY LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N42°56'40"W	50.00'
L2	S24°25'52"E	103.81'
L3	S46°10'16"W	97.73'
L4	S89°26'18"E	44.60'



SURVEYOR'S CERTIFICATION

THAT I, EDWARD K. KHALIL, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND. FURTHER, THIS SURVEY CONFORMS TO THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE MOST CURRENT PROFESSIONAL LAND SURVEYING PRACTICES ACT.

SIGNATURE

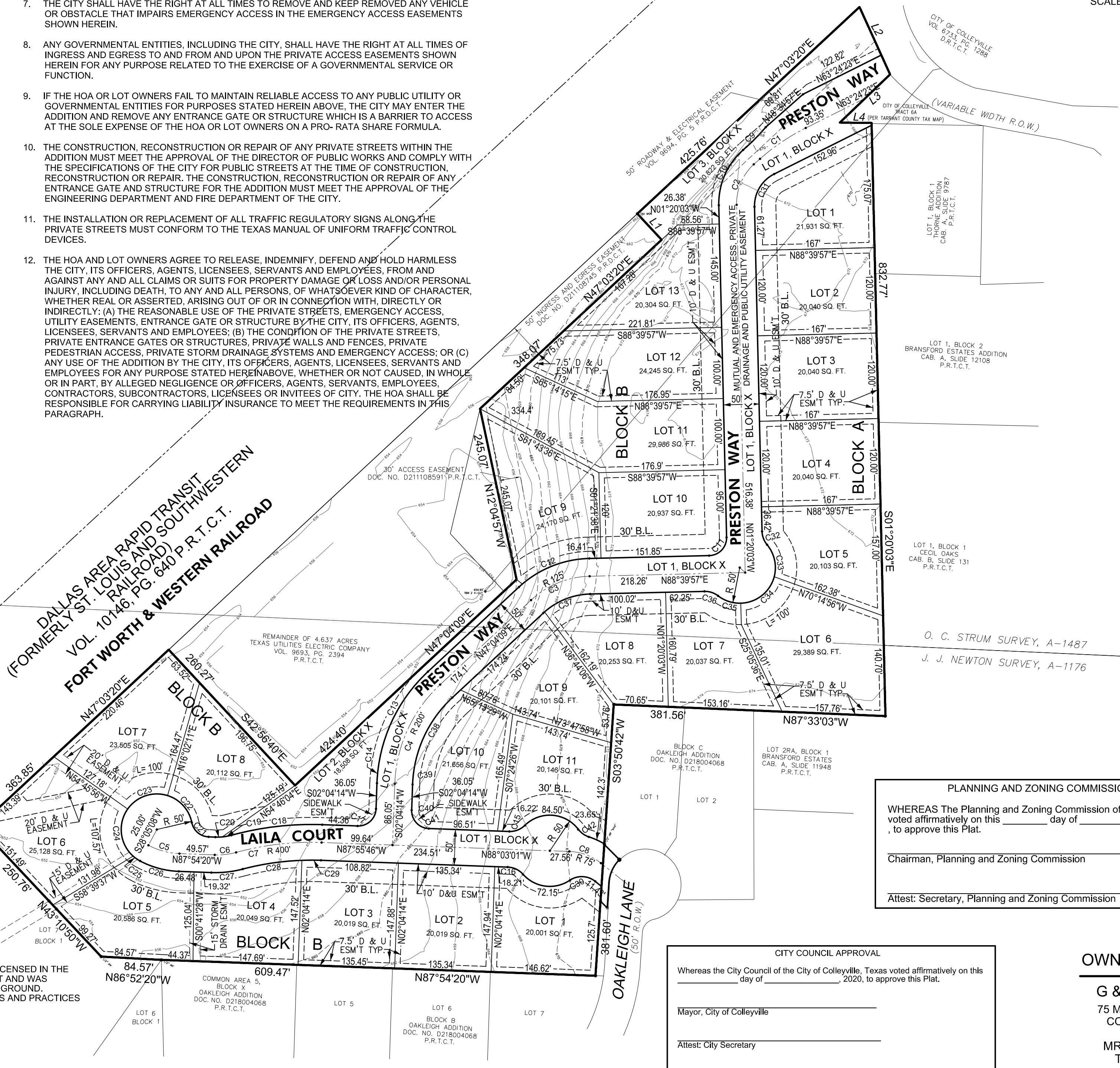
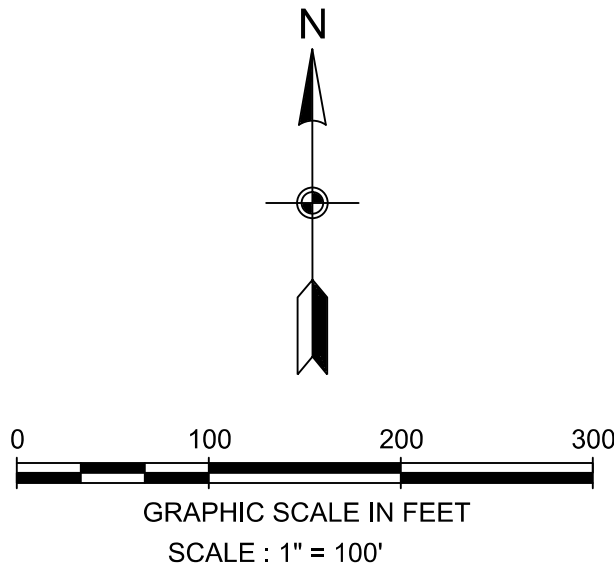
DATE

PRIVATE STREETS NOTES:

- LOT 1, BLOCK X DENOTES THE PRIVATE ACCESS AND PRIVATE DRAINAGE EASEMENT OWNED BY THE HOMEOWNERS ASSOCIATION (HOA) OF PRESTON MANOR ADDITION. NO BUILDING PERMIT WILL BE ISSUED FOR LOT 1, BLOCK X.
- THE LANDOWNERS AND ANY SUBSEQUENT OWNERS OF LOTS SHOWN HEREIN (THE LOT OWNERS), JOINTLY AND SEVERALLY, SHALL BE RESPONSIBLE AND LIABLE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ANY PRIVATE COMMON AREAS OR FACILITIES IN THE ADDITION CREATED HEREIN (THE ADDITION), INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, PRIVATE ENTRANCE GATES OR STRUCTURES, PRIVATE WALLS AND FENCES, PRIVATE PEDESTRIAN ACCESS, PRIVATE STORM DRAINAGE SYSTEMS, PRIVATE LAKE, PRIVATE OPEN SPACE AND LANDSCAPING, AND EMERGENCY ACCESS.
- A HOA SHALL BE ESTABLISHED BY THE SUBDIVIDER OR DEVELOPER TO OPERATE AND/OR MAINTAIN THE AFOREMENTIONED PRIVATE COMMON AREAS OR FACILITIES.
- THE CITY OF COLLEYVILLE, TEXAS (THE CITY) SHALL NOT BE RESPONSIBLE FOR MAINTAINING ANY OF THE AFOREMENTIONED PRIVATE COMMON AREAS OR FACILITIES. THE CITY WILL MAINTAIN ONLY THE PUBLIC WATER AND SANITARY SEWER SYSTEMS IN UTILITY EASEMENTS ACCEPTED BY THE CITY.
- THE HOA, LOT OWNERS, AND LANDOWNERS SHALL NOT SEEK MAINTENANCE FROM THE CITY EXCEPT FOR THE AFOREMENTIONED PUBLIC WATER AND SANITARY SEWER SYSTEMS IN UTILITY EASEMENTS ACCEPTED BY THE CITY.
- ANY PUBLIC UTILITY ENTITIES, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON THE UTILITY EASEMENTS SHOWN HEREIN FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS, EXCEPT FOR PRIVATE STORM DRAINAGE SYSTEMS, PRIVATE STREETS AND RELATED ENTRANCE GATES OR STRUCTURES THAT ARE APPROVED BY THE CITY, NO BUILDINGS, FENCES, STRUCTURES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON OR ACROSS SAID PUBLIC UTILITY EASEMENTS, ANY PUBLIC UTILITY ENTITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, STRUCTURES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH ITS RESPECTIVE SYSTEMS WITHIN SAID UTILITY EASEMENTS.
- THE CITY SHALL HAVE THE RIGHT AT ALL TIMES TO REMOVE AND KEEP REMOVED ANY VEHICLE OR OBSTACLE THAT IMPAIRS EMERGENCY ACCESS IN THE EMERGENCY ACCESS EASEMENTS SHOWN HEREIN.
- ANY GOVERNMENTAL ENTITIES, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON THE PRIVATE ACCESS EASEMENTS SHOWN HEREIN FOR ANY PURPOSE RELATED TO THE EXERCISE OF A GOVERNMENTAL SERVICE OR FUNCTION.
- IF THE HOA OR LOT OWNERS FAIL TO MAINTAIN RELIABLE ACCESS TO ANY PUBLIC UTILITY OR GOVERNMENTAL ENTITIES FOR PURPOSES STATED HEREIN ABOVE, THE CITY MAY ENTER THE ADDITION AND REMOVE ANY ENTRANCE GATE OR STRUCTURE WHICH IS A BARRIER TO ACCESS AT THE SOLE EXPENSE OF THE HOA OR LOT OWNERS ON A PRO-RATA SHARE FORMULA.
- THE CONSTRUCTION, RECONSTRUCTION OR REPAIR OF ANY PRIVATE STREETS WITHIN THE ADDITION MUST MEET THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS AND COMPLY WITH THE SPECIFICATIONS OF THE CITY FOR PUBLIC STREETS AT THE TIME OF CONSTRUCTION, RECONSTRUCTION OR REPAIR. THE CONSTRUCTION, RECONSTRUCTION OR REPAIR OF ANY ENTRANCE GATE AND STRUCTURE FOR THE ADDITION MUST MEET THE APPROVAL OF THE ENGINEERING DEPARTMENT AND FIRE DEPARTMENT OF THE CITY.
- THE INSTALLATION OR REPLACEMENT OF ALL TRAFFIC REGULATORY SIGNS ALONG THE PRIVATE STREETS MUST CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE HOA AND LOT OWNERS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY: (A) THE REASONABLE USE OF THE PRIVATE STREETS, EMERGENCY ACCESS, UTILITY EASEMENTS, ENTRANCE GATE OR STRUCTURE BY THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES; (B) THE CONDITION OF THE PRIVATE STREETS, PRIVATE ENTRANCE GATES OR STRUCTURES, PRIVATE WALLS AND FENCES, PRIVATE PEDESTRIAN ACCESS, PRIVATE STORM DRAINAGE SYSTEMS AND EMERGENCY ACCESS; OR (C) ANY USE OF THE ADDITION BY THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES FOR ANY PURPOSE STATED HEREIN ABOVE, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OR OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF CITY. THE HOA SHALL BE RESPONSIBLE FOR CARRYING LIABILITY INSURANCE TO MEET THE REQUIREMENTS IN THIS PARAGRAPH.

GENERAL NOTES

- UNLESS OTHERWISE NOTED, ALL CORNERS SHOWN HEREON ARE 5/8" IRON RODS SET WITH A CAP STAMPED "ANA".
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- BY GRAPHIC SCALE, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, NOT SHADED, (AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AND ZONE X (AREA WITH 0.2 PERCENT ANNUAL CHANCE FLOOD HAZARD) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, MAP NO. 48439C0095K, REVISED SEPTEMBER 25, 2009.
- BEARINGS ARE RELATIVE TO TRUE NORTH OBTAINED FROM GLOBAL POSITIONING SATELLITE SYSTEM (GPS) OBSERVATIONS, NORTH AMERICAN DATUM 1983 (NAD '83), TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE.
- DRAINAGE EASEMENT RESTRICTION: NO CONSTRUCTION OR FILING WITHOUT THE WRITTEN APPROVAL OF THE CITY OF COLLEYVILLE SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT, AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST, WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FEET ABOVE THE 100-YEAR FLOOD ELEVATION.
- UTILITY EASEMENT: ANY PUBLIC UTILITY, INCLUDING THE CITY OF COLLEYVILLE, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING THE CITY OF COLLEYVILLE, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
- NO CONSTRUCTION SHALL BE ALLOWED WITHIN A FLOODWAY EASEMENT WITHOUT THE WRITTEN APPROVAL OF THE CITY OF COLLEYVILLE, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT.
- THE MAINTENANCE OF ALL DRAINAGE AND UTILITY EASEMENTS LOCATED ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE PURPOSE OF THIS PLAT IS TO CREATE A TOTAL OF 24 RESIDENTIAL LOTS AND 3 COMMON LOTS FROM ONE EXISTING LOT.
- 7.5' DRAINAGE AND UTILITY EASEMENT IN THE BACK AND EACH SIDE OF ALL LOTS TYPICAL.



PLANNING AND ZONING COMMISSION APPROVAL

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas, voted affirmatively on this _____ day of _____, 2020, to approve this Plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas the City Council of the City of Colleyville, Texas, voted affirmatively on this _____ day of _____, 2020, to approve this Plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER / DEVELOPER

G & H GROUP, L.L.C.
75 MAIN STREET, SUITE 100
COLLEYVILLE, TX 76034

MR. WAGUIH GUIRGUIS
TEL. (817) 300-1376

ENGINEER / SURVEYOR

A.N.A. CONSULTANTS, L.L.C.
5000 THOMPSON TERRACE
COLLEYVILLE, TEXAS 76034

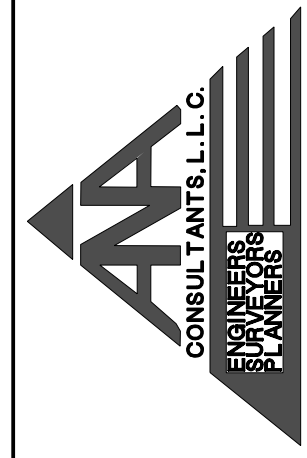
TEL. (817) 335-9900
FAX (817) 335-9955

PRELIMINARY / FINAL
PLAT
PRESTON MANOR ADDITION
LOTS (1-11) BLOCK A, LOTS (1-13) BLOCK B,
AND LOTS (1-3) BLOCK X
AN ADDITION TO
THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS
BEING 15.7079 ACRES OF LAND
SITUATED IN

J. J. NEWTON SURVEY, ABSTRACT NO. 1176, &
O.C. STURM SURVEY, ABSTRACT NO. 1487
COLLEYVILLE, TARRANTS COUNTY, TEXAS

PRELIMINARY / FINAL PLAT
FOR
PRESTON MANOR ADDITION
24 RESIDENTIAL LOTS & 3 HOA LOTS

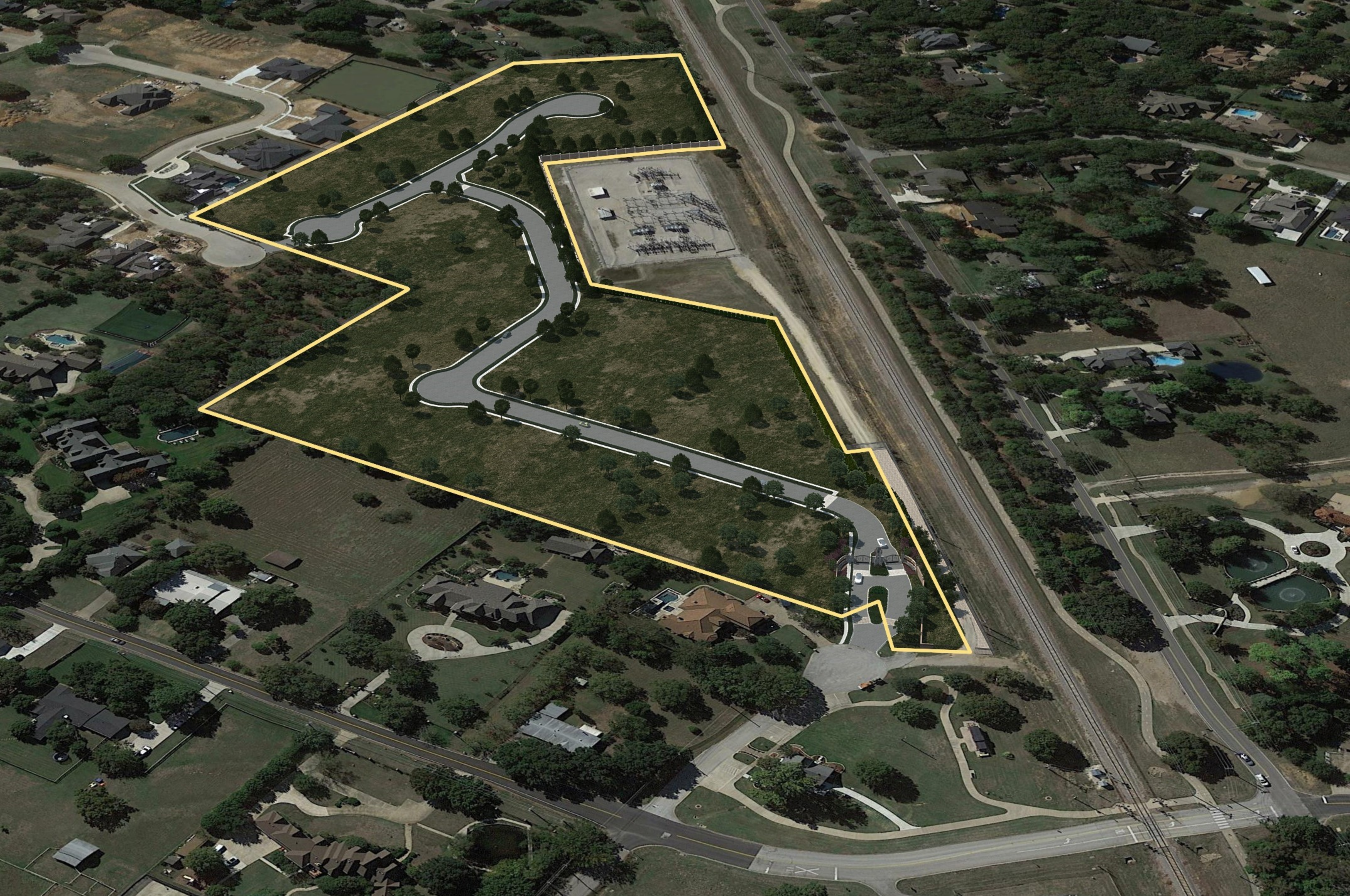
5000 Thompson Terrace
Colleyville, TX 76034
(817) 335-9900
FAX: (817) 335-9955

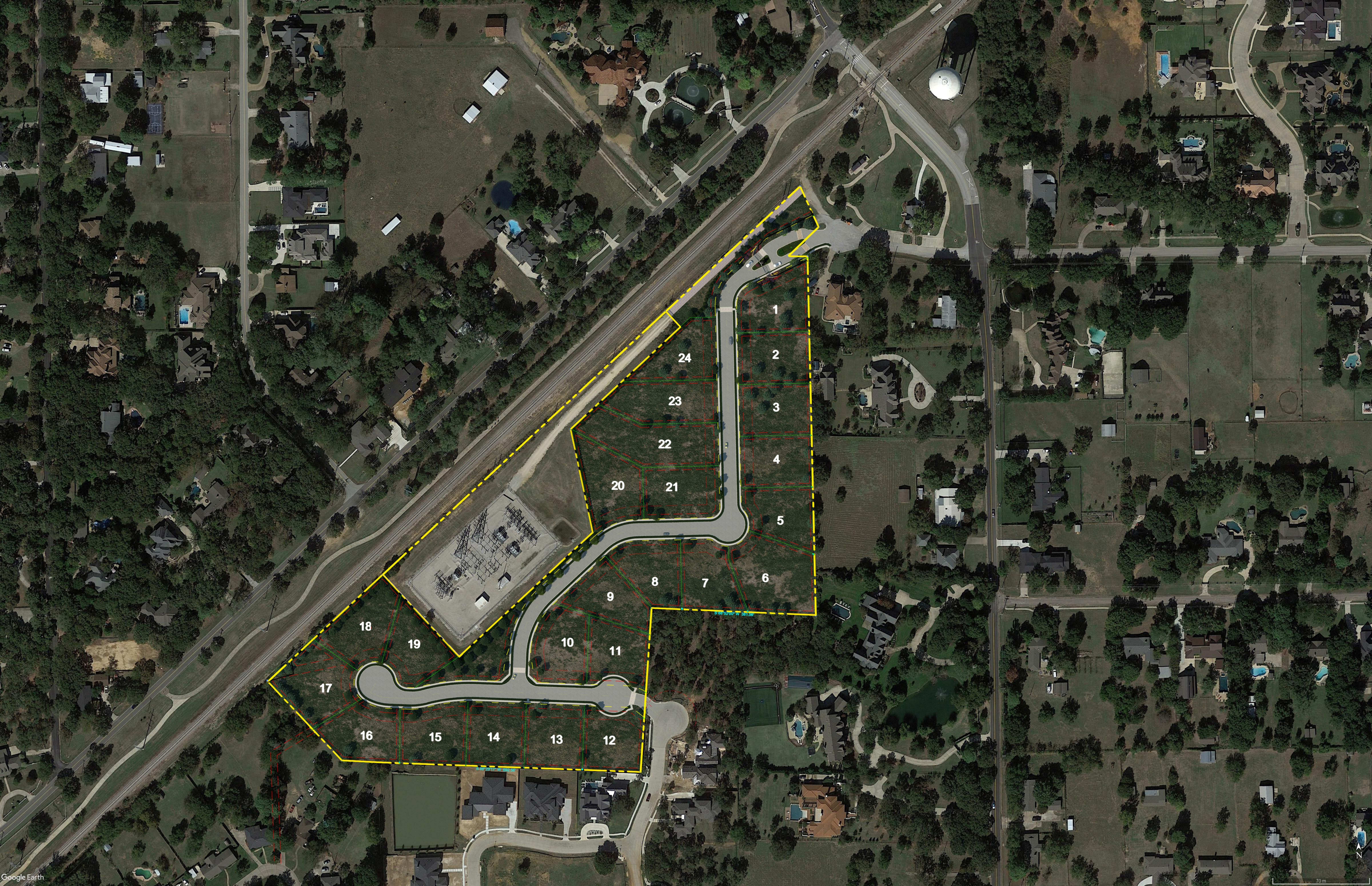


PC 20-001

SHEET 1 OF 1





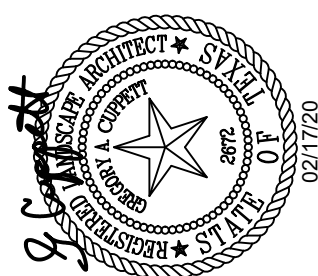




PRESTON MANOR

PRESTON MANOR





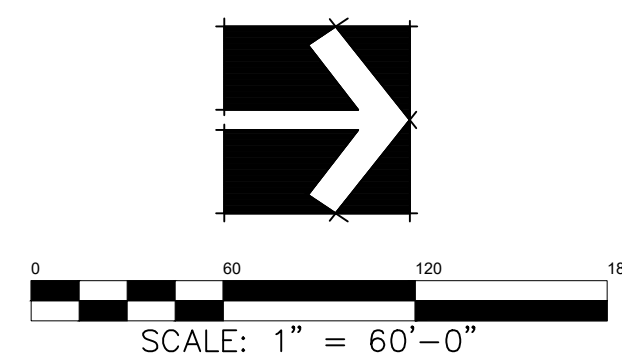
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREG CUPPETT, LANDSCAPE ARCHITECT REGISTRATION NUMBER 2672 ON 02/17/2020, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING, PURSUANT TO RULE 3.103(F) OF THE RULES AND REGULATIONS OF THE TEXAS 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. THE USER OF THIS ELECTRONIC DRAWING FILE WITHOUT THE USER'S EXPRESS WRITTEN PERMISSION.

PRESTON MANOR
401 SHELTON
COLLEYVILLE, TX

Sheet No.

L-0

OF 10

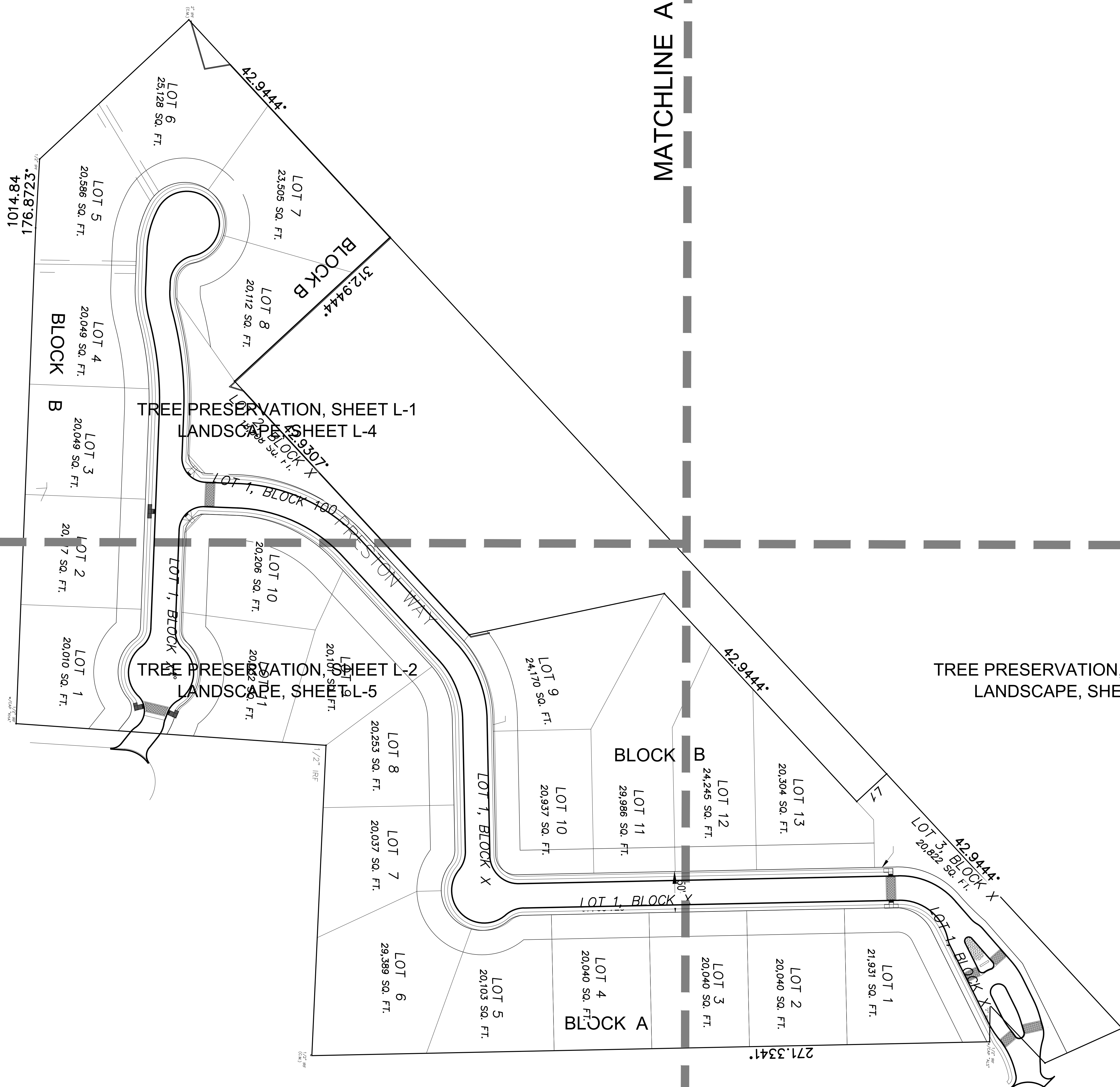


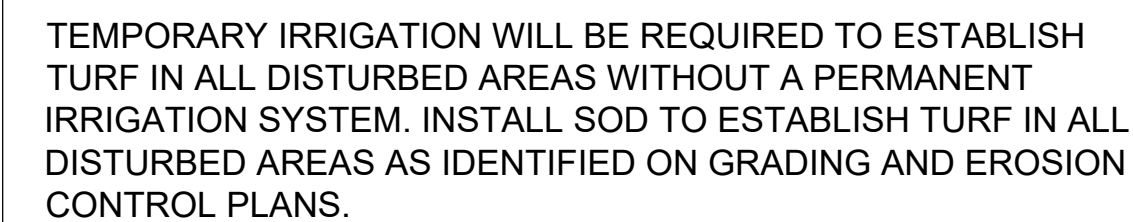
SHEET LEGEND

MATCHLINE B

TREE PRESERVATION, SHEET L-3
 LANDSCAPE, SHEET L-6

MATCHLINE A



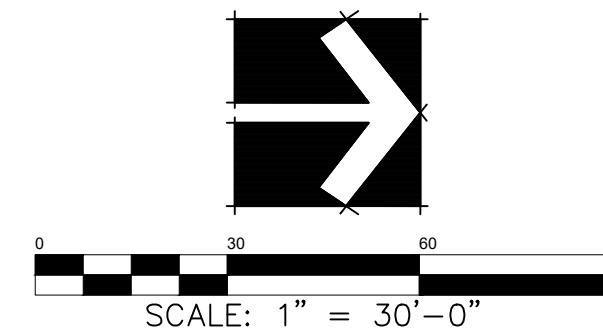


EXISTING TREE TO BE PRESERVED/PROTECTED

EXISTING TREE TO BE
REMOVED BY PERMIT

LOCATION OF
PROTECTIVE FENCE

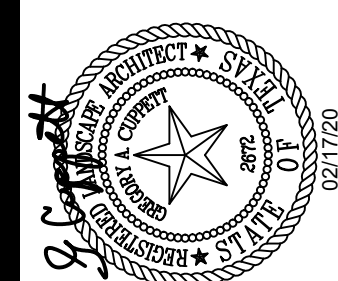
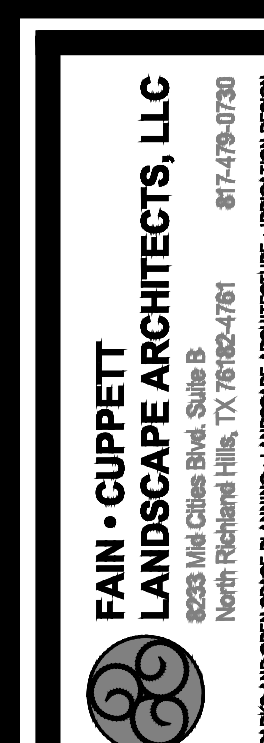
NOTE:
NO LANDSCAPE PLANTINGS
WITHIN 18" OF PARKING
LOT CURBS.



REF SHEET L-3 FOR TREE MITIGATION CHART

MATCHLINE A

Date FEB 17, 2020
 Drawn By RKR
 Checked By GAC
 Revisions



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**PRESTON MANOR
401 SHELTON
COLLEYVILLE, TX**

Sheet No.

L-1

OF 10

TREE PRESERVATION PLAN



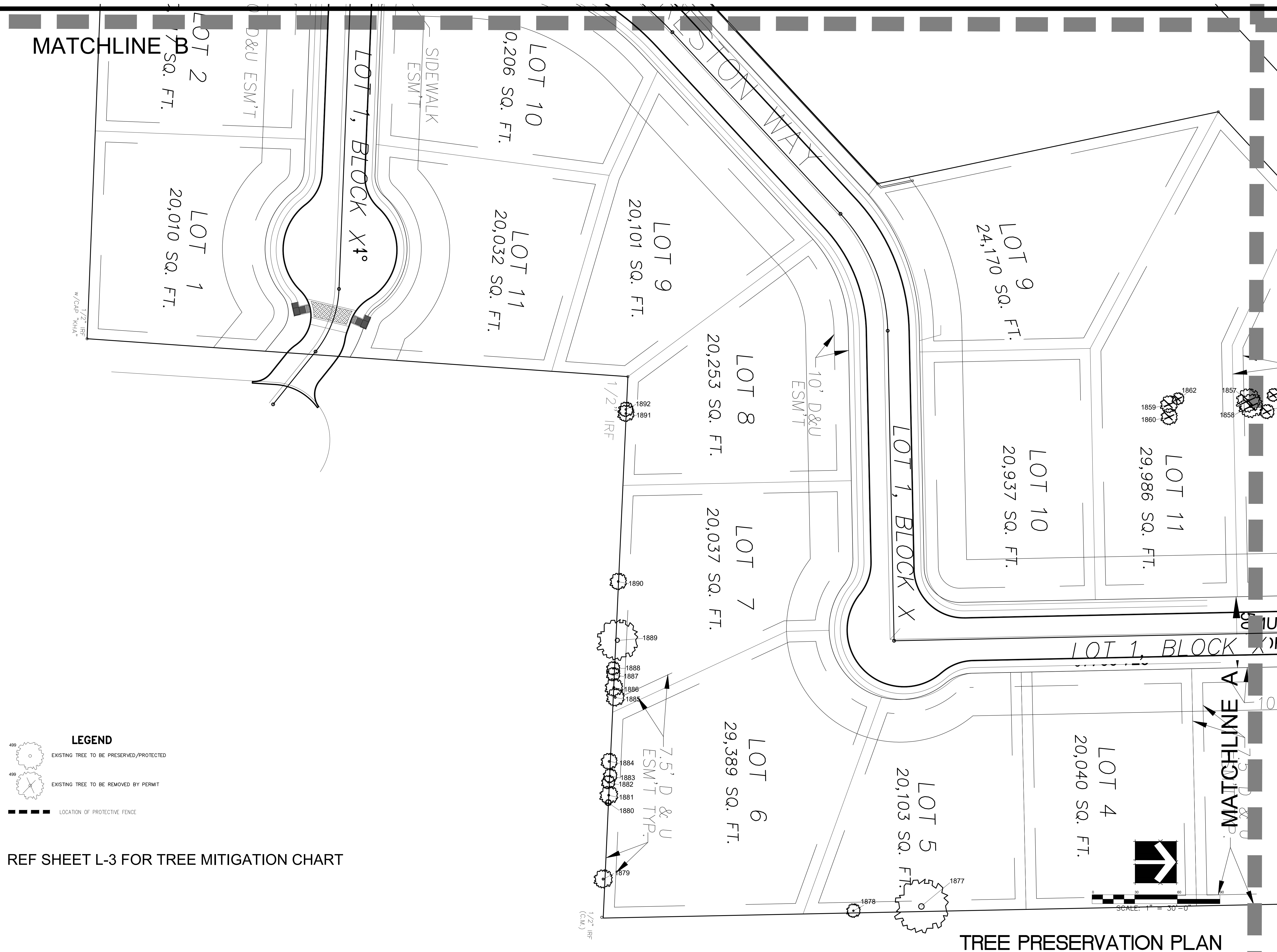
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREG CUPPITI, LANDSCAPE ARCHITECT REGISTRATION NUMBER 28720 ON 02/17/2020, WHO PURSUANTS TO THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING PURSUANT TO RULE 1.30(F) OF THE RULES AND REGULATIONS OF THE TEAS 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 RULES AND REGULATIONS OF THE TEAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE LANDSCAPE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

PRESTON MANOR
401 SHELTON
COLLEYVILLE, TX

Sheet No.

L-2

OF 10



PLANTING NOTES:

1. PLANT SIZE, TYPE AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
9. SEE DETAIL SHEET L-8 FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. EXISTING TREES ARE SHOWN TO REMAIN. CONTRACTOR SHALL PRUNE WITH APPROVAL OF OWNER AND CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES, AS WELL AS BRANCHES THAT OBSTRUCT SIGN VISIBILITY. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BIDDING PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURES INSTRUCTIONS ON ALL GROUND COVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
16. BERM ALL PARKING LOT ISLANDS AS SHOWN ON ENCLOSED DETAIL SHEET. (BERMS MAY NOT BE SHOWN ON GRADING PLAN.)
17. PRIOR TO TREE PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.

MATCHLINE

1014.84
176.8723°

BLOCK

B

7.5' ESM & U TYP

(1) QUE MAC 4" Cal.

LOT 5
20,586 SQ. FT.

LOT 4
20,049 SQ. FT.

LOT 3
20,049 SQ. FT.

(1) QUE MAC 4" Cal.

(1) ULM CRA 4" Cal.

QUE SHU (1) 4" Cal.

PIS CHI (2) 4" Cal.

(1) ULM CRA 4" Cal.

QUE SHU (1) 4" Cal.

QUE MAC (1) 4" Cal.

(1) PIS CHI 4" Cal.

QUE VIR (13) 4" Cal.

JUN TAY (22) 65 gal.

QUE SHU (3) 4" Cal.

CLUSTER MAIL BOX

JUN TAY (31) 65 gal.

(1) ULM CRA 4" Cal.

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(1) QUE MAC 4" Cal.

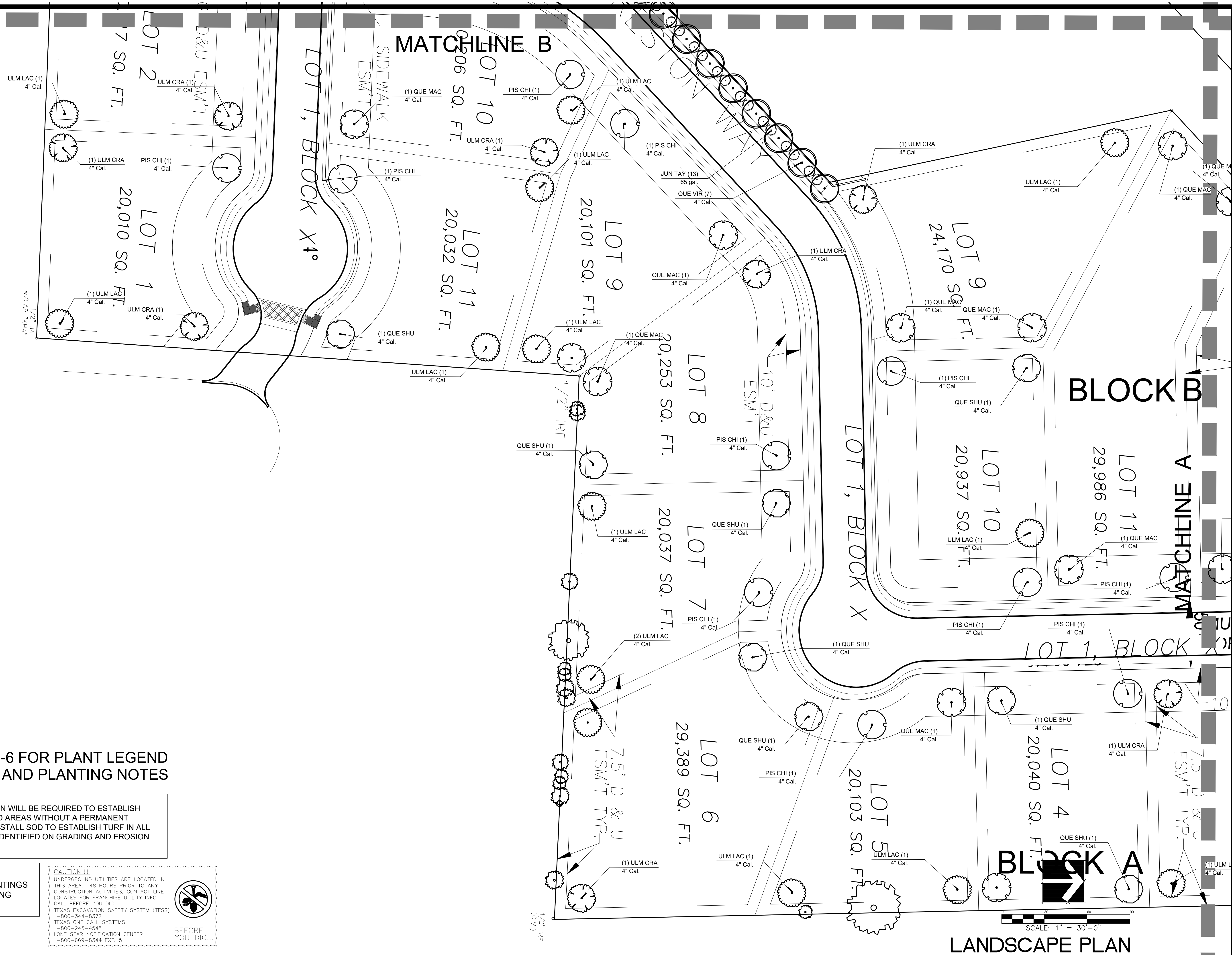
QUE SHU (1) 4" Cal.



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PRESTON MANOR
401 SHELTON
COLLEYVILLE, TX

Sheet No.
L-5
OF 10



TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. INSTALL SOD TO ESTABLISH TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

NOTE:
NO LANDSCAPE PLANTINGS
WITHIN 18" OF PARKING
LOT CURBS.

CAUTION!!!

UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO.

CALL BEFORE YOU DIG:

- TEXAS EXCAVATION SAFETY SYSTEM (TESS)
1-800-344-8377
- TEXAS ONE CALL SYSTEMS
1-800-245-4545
- LONE STAR NOTIFICATION CENTER
1-800-669-8344 EXT. 5



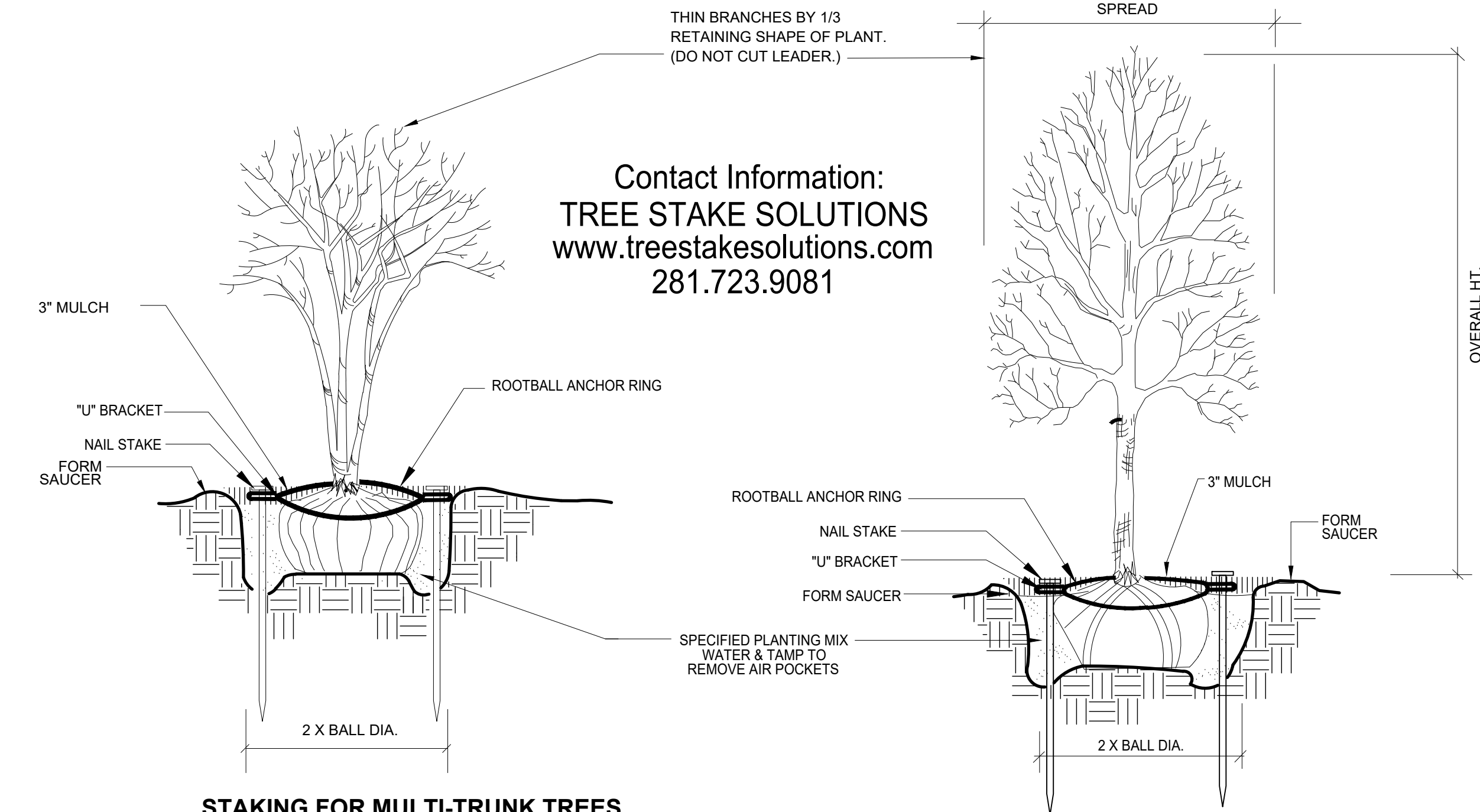
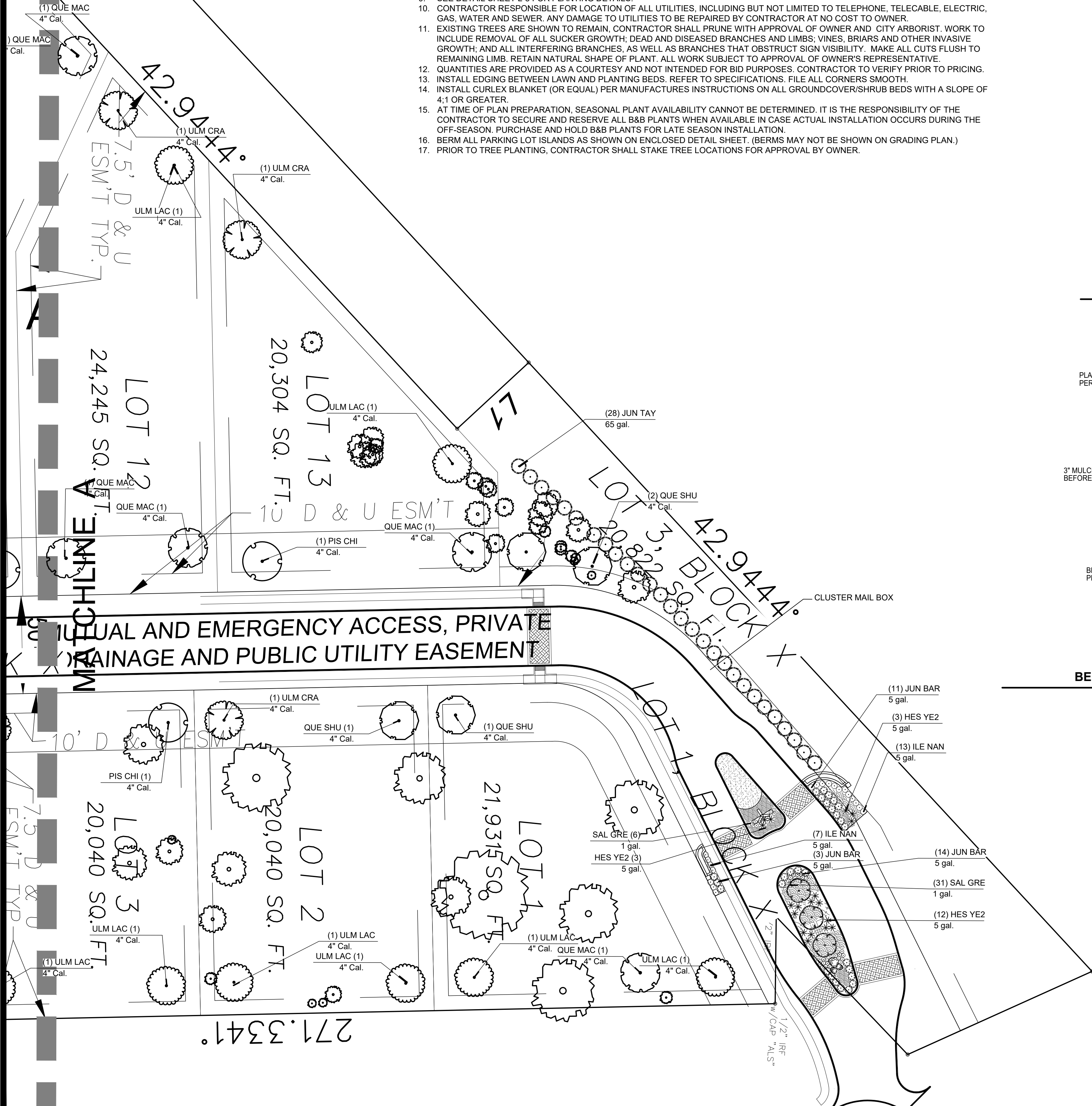
BEFORE
YOU DIG...

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MATCHLINE B

PLANTING NOTES:

1. PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
9. SEE DETAIL SHEET L-8 FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELEPHONE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. EXISTING TREES ARE SHOWN TO REMAIN. CONTRACTOR SHALL PRUNE WITH APPROVAL OF OWNER AND CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES, AS WELL AS BRANCHES THAT OBSTRUCT SIGN VISIBILITY. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURER'S INSTRUCTIONS ON ALL GROUND COVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
16. BERM ALL PARKING LOT ISLANDS AS SHOWN ON ENCLOSED DETAIL SHEET. (BERMS MAY NOT BE SHOWN ON GRADING PLAN.)
17. PRIOR TO TREE PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.

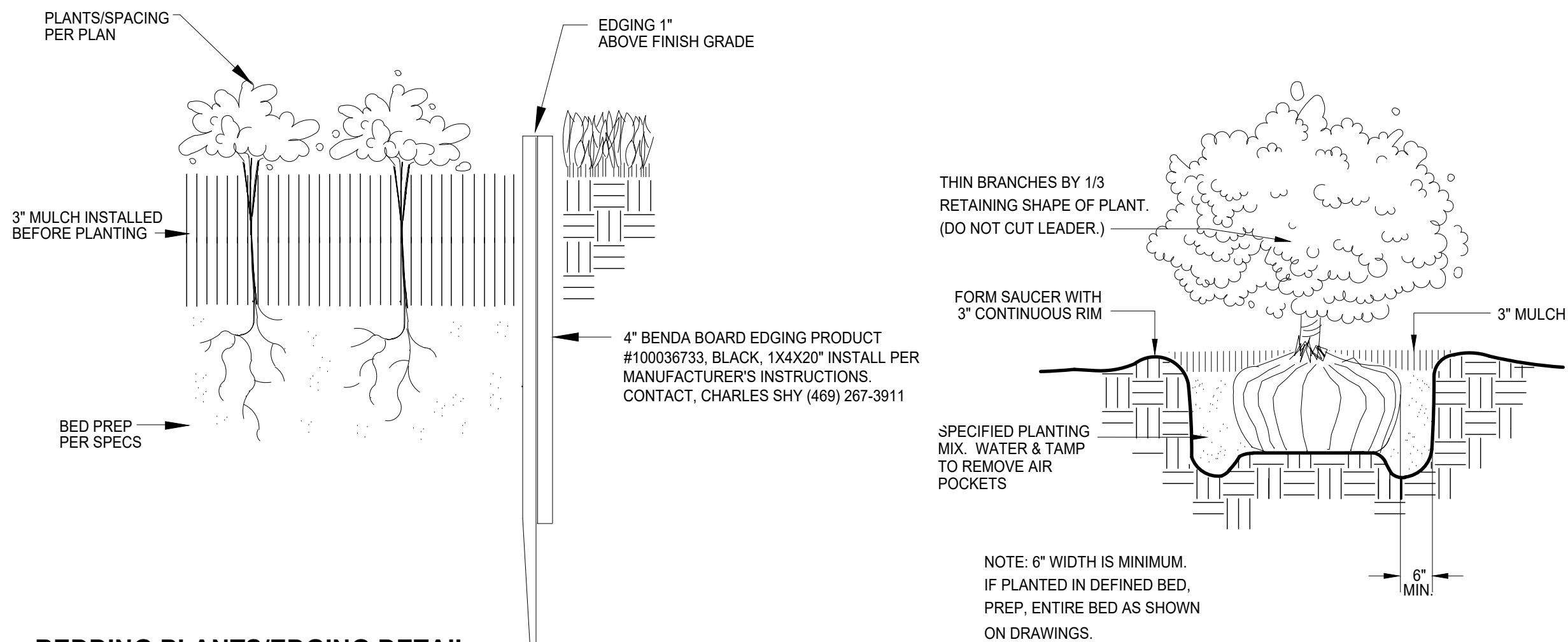


STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE

TREE PLANTING OVER 2" CALIPER

SCALE: NOT TO SCALE



BEDDING PLANTS/EDGING DETAIL

SCALE: NOT TO SCALE

SHRUB PLANTING

SCALE: NOT TO SCALE

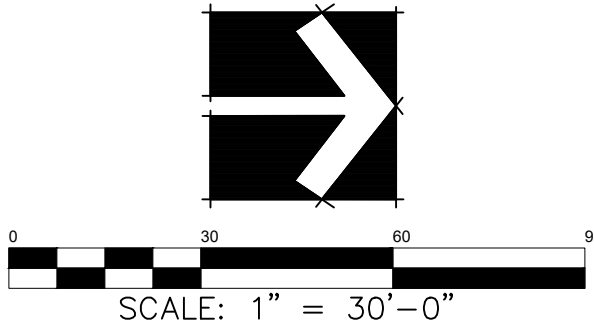
CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG:
TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-344-8377
TEXAS ONE CALL SYSTEMS 1-800-245-4545
LONE STAR NOTIFICATION CENTER 1-800-669-8344 EXT. 5



BEFORE YOU DIG...

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. INSTALL SOD TO ESTABLISH TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

NOTE:
NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.



LANDSCAPE PLAN

Date FEB 17, 2020
Drawn By RKR
Checked By GAC
Revisions

FAN • CUPPETT
LANDSCAPE ARCHITECTS, LLC
10305 MID COUNTRY BLVD., SUITE 100
NORTH COLLEYSVILLE, TX 77339-2781
817-479-0730
PHONE AND OFFICE: 817-479-0730 • LANDSCAPE ARCHITECTURE • PRESTON MANOR



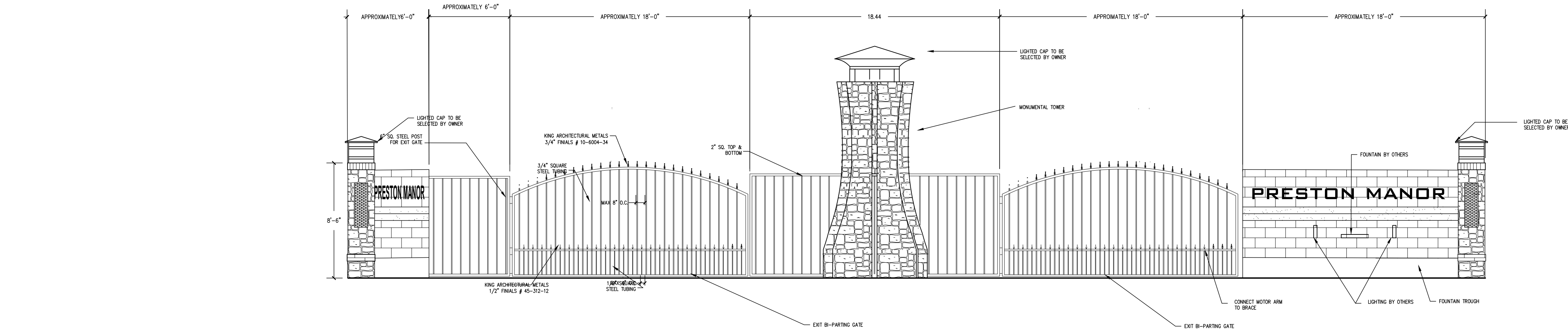
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PRESTON MANOR
401 SHELTON
COLLEYSVILLE, TX

Sheet No.

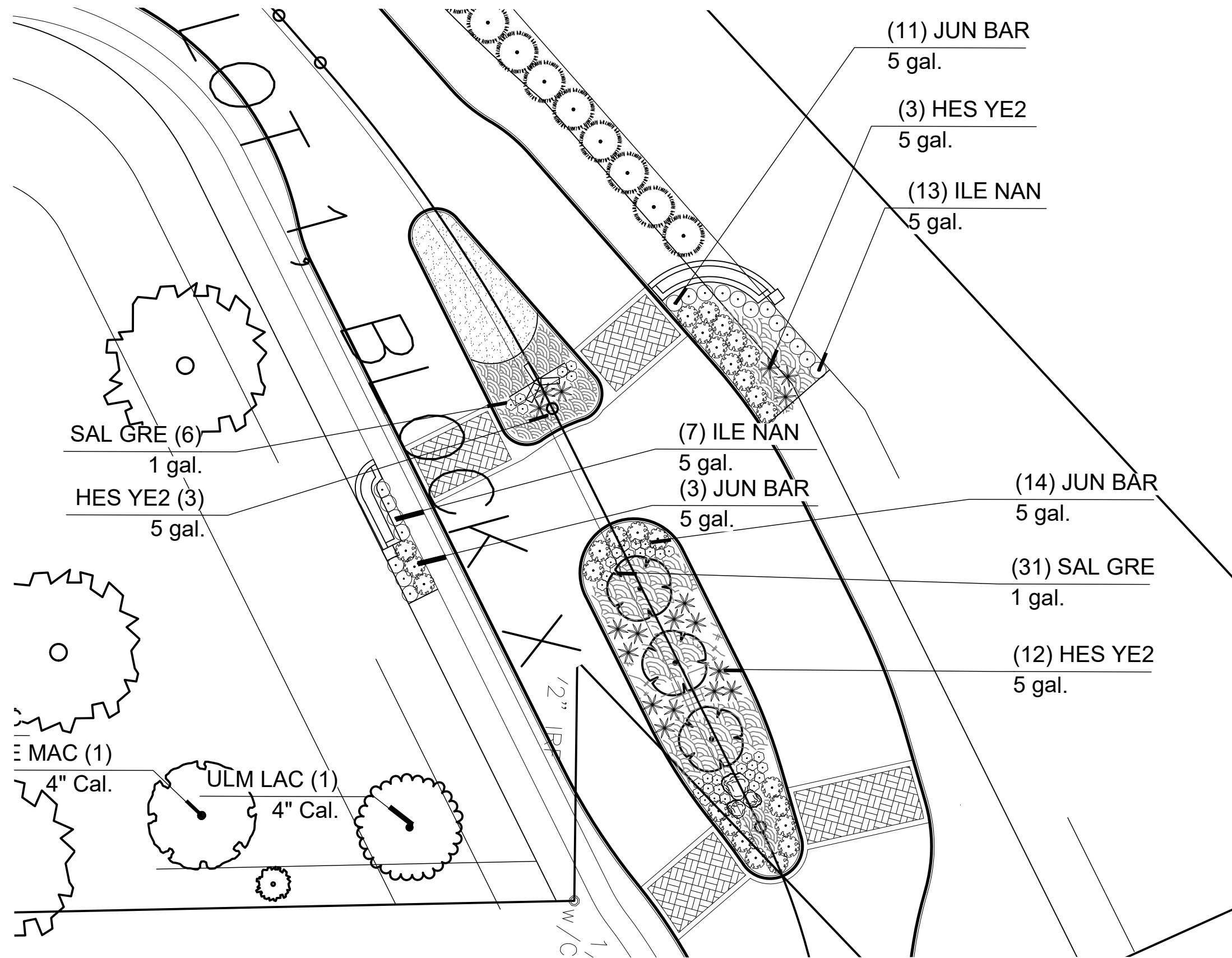
L-6

OF 10

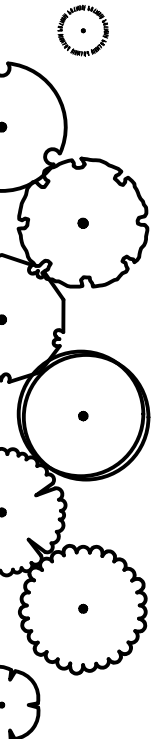
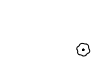
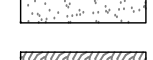


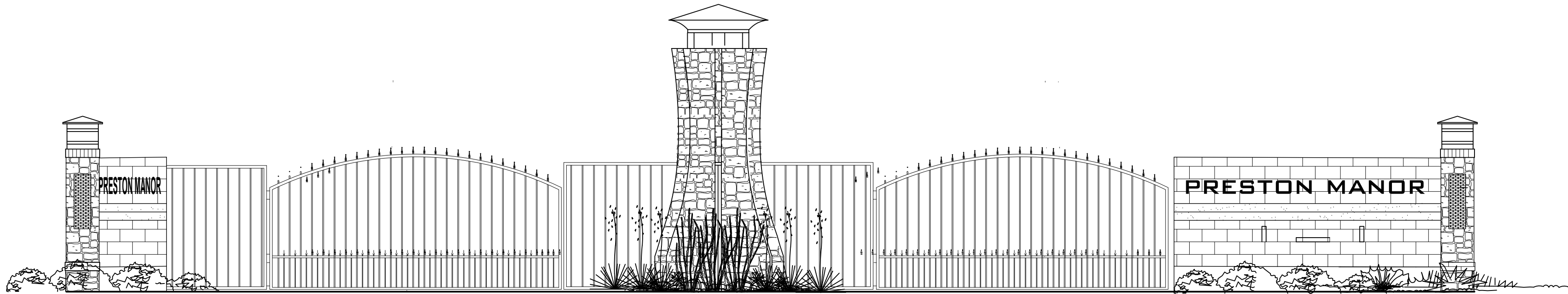
ENTRY GATE

SCALE: NOT TO SCALE



PLANT SCHEDULE

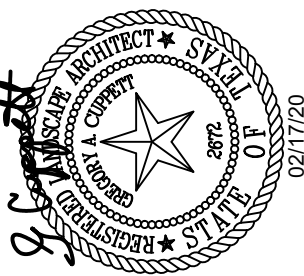
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	QTY	REMARKS	
	JUN TAY	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	65 gal.	10'	8' - 10'	82	Single Straight Trunk	
	PIS CHI	Pistacia chinensis	Chinese Pistache	4" Cal.	12' Min Ht	As Shown	18	Single Straight bTrunk	
	QUE MAC	Quercus macrocarpa	Burr Oak	4" Cal.	12' Min Ht	As Shown	22	Single Straight Trunk	
	QUE SHU	Quercus shumardii	Shumard Red Oak	4" Cal.	12' Min Ht	As Shown	20	Single Straight Trunk	
	QUE VIR	Quercus virginiana	Southern Live Oak	4" Cal.	12' Min Ht	As Shown	29	Single Straight Trunk	
	ULM CRA	Ulmus crassifolia	Cedar Elm	4" Cal.	12' Min Ht	As Shown	16	Single Straight Trunk	
	ULM LAC	Ulmus parvifolia	Chinese Lacebark Elm	4" Cal.	12' Min Ht	As Shown	25	Single Straight Trunk	
	VIT CHA	Vitex agnus-castus	Chaste Tree	45 gal.	8' Min Ht.	As Shown	3	3 to 5 canes	
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	QTY	REMARKS	
	HES YE2	Hesperaloe parviflora 'Yellow'	Yellow Yucca	5 gal.	18"-24"	48" O.C.	18		
	ILE NAN	Ilex vomitoria 'Nana'	Dwarf Yaupon	5 gal.	18"	36" O.C.	19		
	JUN BAR	Juniperus horizontalis 'Bar Harbor'	Bar Harbor Creeping Juniper	5 gal.	18"	48" O.C.	28		
	SAL GRE	Salvia greggii	Autumn Sage	1 gal.	18"	24"	37		
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	SPACING	QTY	REMARKS
	CYN DAC	Cynodon dactylon	Bermuda Grass	sod				348 sf	
	NAS PON	Nassella tenuissima 'Pony Tails'	Mexican Feathergrass	1 gal.	Pot	24" O.C.	24" o.c.	192	
	SAL AUG	Salvia farinacea 'Augusta Duelberg'	Mealy White Sage	1 gal.	Pot	18" O.C.	18" o.c.	22	
	SAL HEN	Salvia farinacea 'Henry Duelberg'	Henry Duelberg Sage	1 gal.	Pot	18" O.C.	18" o.c.	27	



WALL AND GATE DETAILS

Date FEB 17, 2020
Drawn By RKR
Checked By GAC
Revisions

FAIN • CUPPET
LANDSCAPE ARCHITECTS, LLC
10000 N. CHESAPEAKE BLVD., SUITE 100
DALLAS, TEXAS 75243
817-479-0730
817-479-0731
WWW.FAINCUPPET.COM



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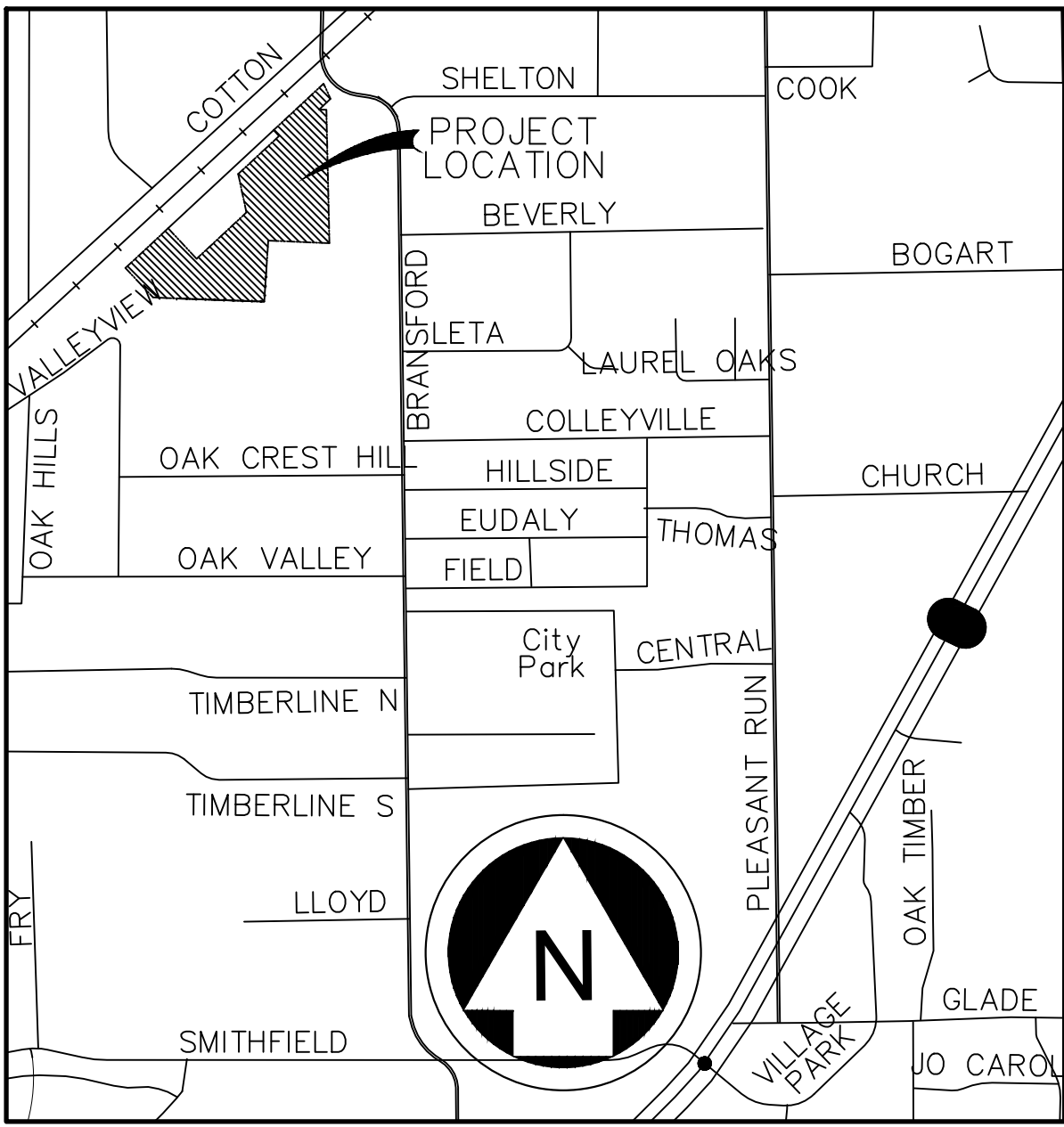
PRESTON MANOR
401 SHELTON
COLLEVILLE, TX

Sheet No.
L-7
OF 10

THE CITY OF COLLEYVILLE TARRANT COUNTY, TEXAS

WATER, SAN. SEWER, DRAINAGE, PAVING
IMPROVEMENTS TO SERVE:
PRESTON MANOR ADDITION
SITUATED IN J. J. NEWTON SURVEY,
ABSTRACT NO. 1176, & O.C. STURM SURVEY,
ABSTRACT NO. 1487

- NOTE:
1. ALL REFERENCES TO 'CITY' SHALL MEAN 'CITY OF COLLEYVILLE'
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF THE COLONY STANDARDS AND SPECIFICATIONS AND THE NORTH TEXAS COUNCIL OF GOVERNMENTS STANDARDS AND SPECIFICATIONS.
 3. STANDARD CITY DETAIL SHEETS INCORPORATED HEREIN BY REFERENCE.



LOCATION MAP
NTS

OWNER / DEVELOPER

G & H GROUP, L.L.C.
75 MAIN STREET, SUITE 100
COLLEYVILLE, TX 76034
MR. WAGUIH GUIRGUIS
TEL. (817) 300-1376



ENGINEERS:

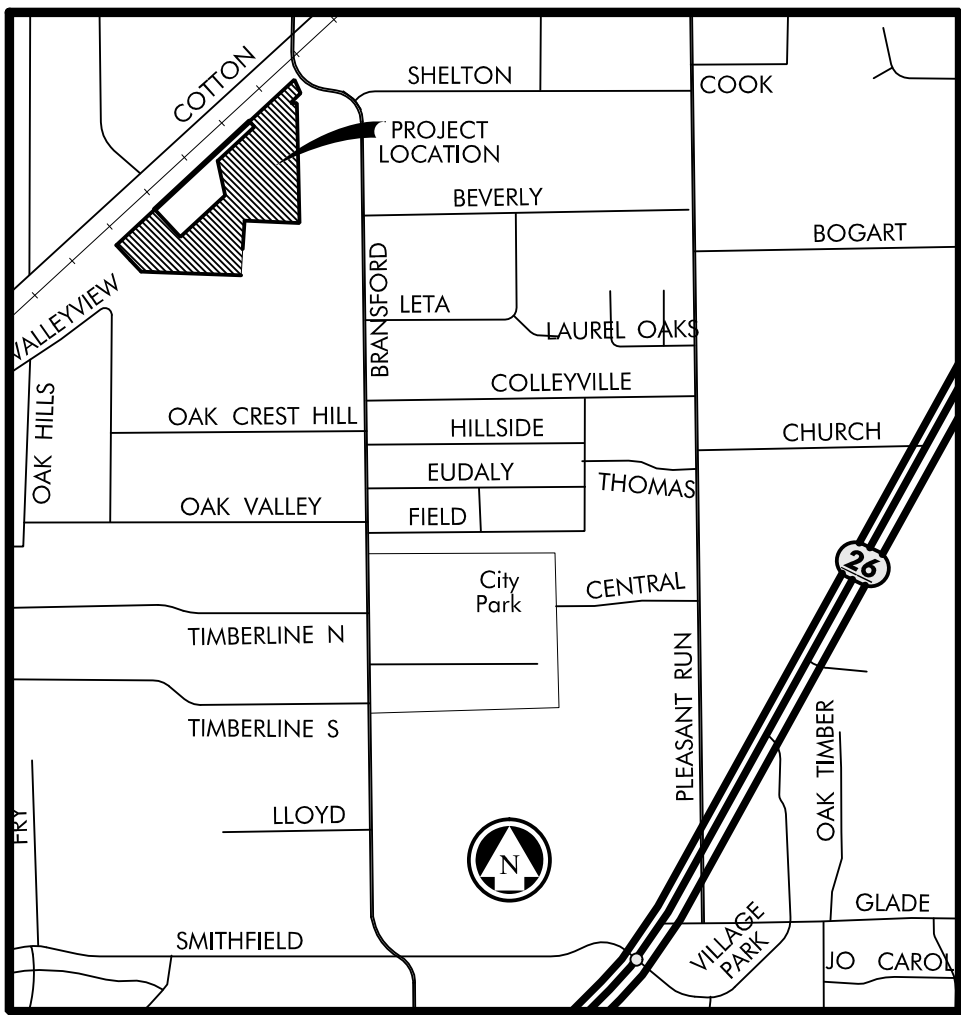
ENGINEERS * SURVEYORS * PLANNERS
5000 THOMPSON TERRACE
COLLEYVILLE, TX. 76034
(817) 335-9900
FAX* (817) 335-9955
www.aallc.com
TBPE FIRM # F-20

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PRELIMINARY / FINAL PLAT
3	GENERAL NOTES
4	OVERALL WATER PLAN
5	OVERALL SAN. SEWER PLAN
6	SAN. SEWER PROFILE 1 OF 2
7	SAN. SEWER PROFILE 2 OF 2
8	PRE-DEV. DRAINAGE AREA MAP
9	POST-DEV. DRAINAGE AREA MAP
10	INLET & HYDRAULIC CALCULATIONS
11	OVERALL STORM DRAIN PLAN
12	STORM DRAIN PROFILE
13	LAILA COURTPAVING STA. 0+00 TO END
14	PRESTON WAY PAVING STA. 0+00 TO 8+00
15	PRESTON WAY PAVING STA. 8+00 TO END
16	PAVING MEDIAN DETAILS
17	GRADING PLAN 1 OF 3
18	GRADING PLAN 2 OF 3
19	GRADING PLAN 3 OF 3
20	EROSION CONTROL PLAN
21	OVERALL STREET LIGHT AND SIGN PLAN
22	WATER DETAILS
23	SEWER DETAILS
24	DRAINAGE DETAILS
25	PAVING DETAILS
26	TXDOT ADA RAMP DETAILS
27	EROSION CONTROL DETAILS

PRELIMINARY — FOR REVIEW ONLY
These documents are for Design Review
and not intended for Construction,
Bidding or Permit Purposes. They were
prepared by, or under supervision of:
OSAMA F. NASHED 90373 2/18/2020
Type or Print Name PE # Date

CITY PROJECT NO. _____
FILE NO. _____

FEBRUARY 2020



LOCATION MAP
NTS

CL & LOT LINE CURVE TABLE

CV#	ARC LENGTH	DELTA ANGLE	RADIUS (FT)	T	CHORD	CHORD DIRECTION	CHORD LENGTH
C1	77.62	14°49'27"	300.00	39.03	S 55°59'40" W		77.40
C2	63.58	48°34'11"	75.00	33.84	S 22°57'03" W		61.69
C3	90.75	41°35'48"	125.00	47.48	S 67°52'03" W		88.77
C4	157.07	44°59'55"	200.00	82.84	S 24°34'12" W		153.07
C5	45.36	25°59'28"	100.00	23.08	S 74°54'36" E		44.98
C6	30.34	17°23'02"	100.00	15.29	N 83°24'09" E		30.22
C7	121.20	17°21'36"	400.00	61.07	N 83°23'26" E		120.73
C8	47.90	36°35'33"	75.00	24.80	S 69°37'59" E		47.09
C9	44.67	08°31'52"	300.00	22.38	N 44°45'03" E		44.63
C10	87.88	50°21'02"	100.00	47.00	S 23°50'28" W		85.08
C11	39.27	90°00'00"	25.00	25.00	S 43°39'57" W		35.36
C12	108.90	41°35'48"	150.00	56.97	S 67°52'03" W		106.52
C13	157.95	40°13'20"	225.00	82.39	S 26°57'29" W		154.73
C14	10.55	15°06'20"	40.00	5.30	S 14°23'59" W		10.52
C15	46°34'03"	46°12'36"	30.00	12.91	N 68°47'13" E		23.72
C16	24.38	46°34'03"	30.00	12.91	N 64°38'44" W		23.72
C17	31.01	88°49'25"	20.00	19.59	S 47°39'32" W		29.99
C18	128.77	17°21'36"	425.00	64.88	S 83°23'26" W		128.28
C19	13.13	10°01'48"	75.00	6.58	S 79°43'32" W		13.11
C20	9.63	07°21'13"	75.00	4.82	S 88°25'03" W		9.62
C21	33.41	76°34'25"	25.00	19.73	N 48°37'07" W		30.98
C22	53.42	61°12'51"	50.00	29.58	N 41°56'20" W		50.91
C23	63.02	72°13'11"	50.00	36.47	S 71°20'39" W		58.93
C24	72.85	83°28'30"	50.00	44.61	S 08°30'12" E		66.57
C25	11.93	13°40'25"	50.00	5.99	S 55°04'39" E		11.90
C26	56.70	25°59'28"	125.00	28.85	S 74°54'36" E		56.22
C27	44.41	18°57'42"	150.00	22.37	N 83°36'49" E		44.24
C28	95.56	14°36'00"	375.00	48.04	N 82°25'58" E		95.30
C29	15.30	02°21'17"	375.00	7.65	S 89°05'54" E		15.30
C30	38.07	72°44'28"	30.00	22.08	N 87°41'11" W		35.56
C31	56.50	64°44'28"	50.00	31.69	S 31°02'10" W		53.54
C32	20.22	38°37'09"	30.00	10.51	S 20°38'37" E		19.84
C33	49.06	56°13'13"	50.00	26.71	S 13°08'45" E		47.12
C34	64.08	73°25'30"	50.00	37.29	S 51°39'38" W		59.78
C35	35.40	40°33'47"	50.00	18.48	N 71°20'46" W		34.66
C36	20.39	38°56'18"	30.00	10.61	N 71°51'54" W		20.00
C37	72.60	41°35'48"	100.00	37.98	S 67°52'03" W		71.02
C38	109.99	36°00'37"	175.00	56.88	S 29°03'51" W		108.19
C39	30.62	19°37'06"	100.00	15.56	S 01°15'00" W		30.67
C40	17.63	08°04'57"	125.00	8.83	S 04°31'04" E		17.62
C41	30.53	87°27'10"	20.00	19.13	S 44°12'11" E		27.85
C42	16.63	35°35'05"	30.00	9.63	S 54°58'37" E		16.63

BOUNDARY LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N42°56'40"W	50.00'
L2	S24°25'52"E	103.81'
L3	S46°10'16"W	97.73'
L4	S89°26'18"E	44.60'



SURVEYOR'S CERTIFICATION

THAT I, EDWARD K. KHALIL, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND. FURTHER, THIS SURVEY CONFORMS TO THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE MOST CURRENT PROFESSIONAL LAND SURVEYING PRACTICES ACT.

SIGNATURE

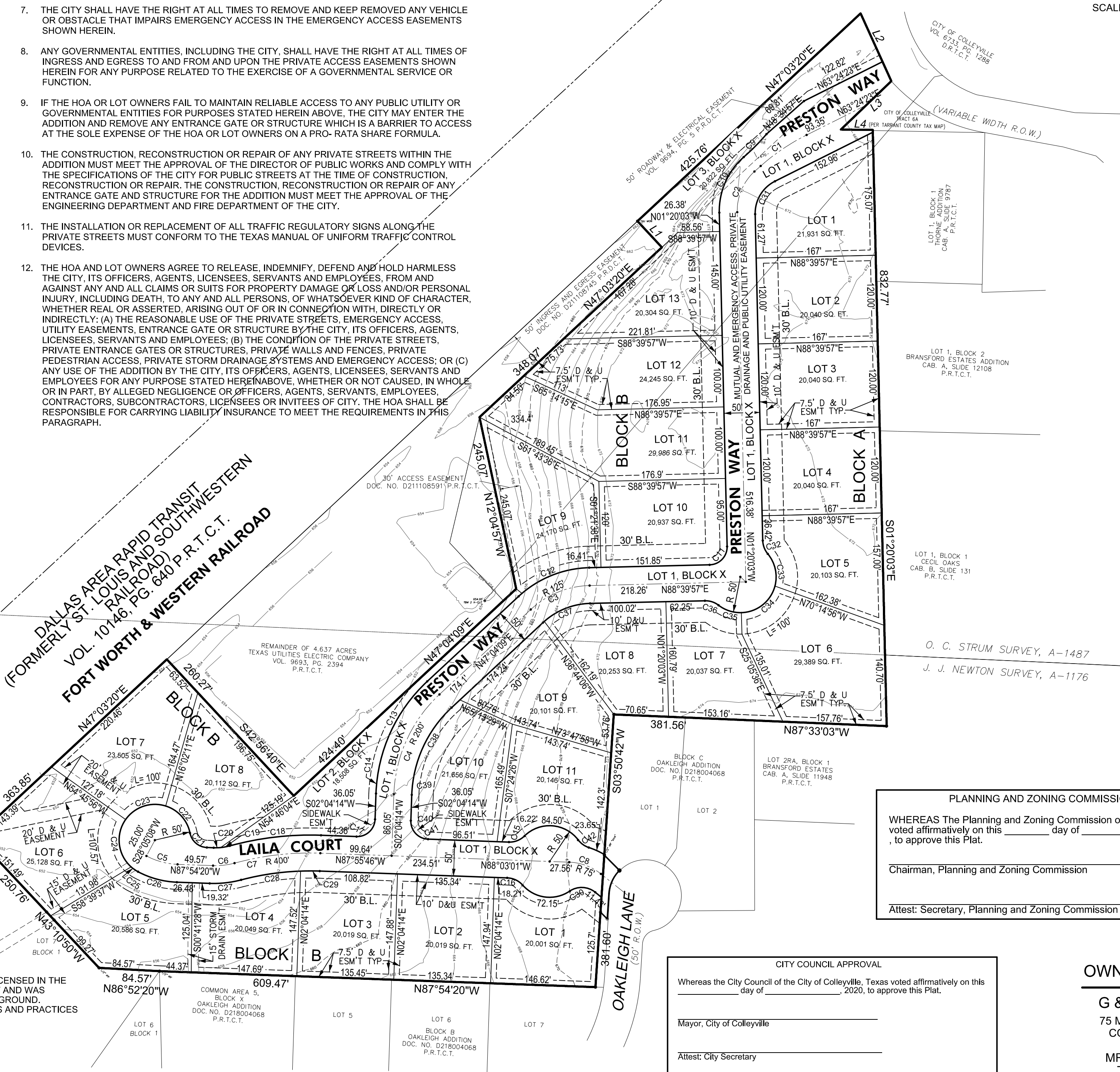
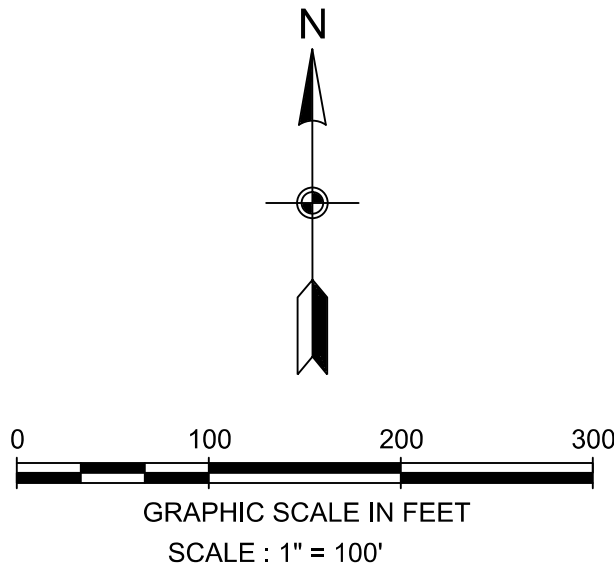
DATE

PRIVATE STREETS NOTES:

- LOT 1, BLOCK X DENOTES THE PRIVATE ACCESS AND PRIVATE DRAINAGE EASEMENT OWNED BY THE HOMEOWNERS ASSOCIATION (HOA) OF PRESTON MANOR ADDITION. NO BUILDING PERMIT WILL BE ISSUED FOR LOT 1, BLOCK X.
- THE LANDOWNERS AND ANY SUBSEQUENT OWNERS OF LOTS SHOWN HEREIN (THE LOT OWNERS), JOINTLY AND SEVERALLY, SHALL BE RESPONSIBLE AND LIABLE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ANY PRIVATE COMMON AREAS OR FACILITIES IN THE ADDITION CREATED HEREIN (THE ADDITION), INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, PRIVATE ENTRANCE GATES OR STRUCTURES, PRIVATE WALLS AND FENCES, PRIVATE PEDESTRIAN ACCESS, PRIVATE STORM DRAINAGE SYSTEMS, PRIVATE LAKE, PRIVATE OPEN SPACE AND LANDSCAPING, AND EMERGENCY ACCESS.
- A HOA SHALL BE ESTABLISHED BY THE SUBDIVIDER OR DEVELOPER TO OPERATE AND/OR MAINTAIN THE AFOREMENTIONED PRIVATE COMMON AREAS OR FACILITIES.
- THE CITY OF COLLEYVILLE, TEXAS (THE CITY) SHALL NOT BE RESPONSIBLE FOR MAINTAINING ANY OF THE AFOREMENTIONED PRIVATE COMMON AREAS OR FACILITIES. THE CITY WILL MAINTAIN ONLY THE PUBLIC WATER AND SANITARY SEWER SYSTEMS IN UTILITY EASEMENTS ACCEPTED BY THE CITY.
- THE HOA, LOT OWNERS, AND LANDOWNERS SHALL NOT SEEK MAINTENANCE FROM THE CITY EXCEPT FOR THE AFOREMENTIONED PUBLIC WATER AND SANITARY SEWER SYSTEMS IN UTILITY EASEMENTS ACCEPTED BY THE CITY.
- ANY PUBLIC UTILITY ENTITIES, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON THE UTILITY EASEMENTS SHOWN HEREIN FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS, EXCEPT FOR PRIVATE STORM DRAINAGE SYSTEMS, PRIVATE STREETS AND RELATED ENTRANCE GATES OR STRUCTURES THAT ARE APPROVED BY THE CITY, NO BUILDINGS, FENCES, STRUCTURES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON OR ACROSS SAID PUBLIC UTILITY EASEMENTS, ANY PUBLIC UTILITY ENTITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, STRUCTURES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH ITS RESPECTIVE SYSTEMS WITHIN SAID UTILITY EASEMENTS.
- THE CITY SHALL HAVE THE RIGHT AT ALL TIMES TO REMOVE AND KEEP REMOVED ANY VEHICLE OR OBSTACLE THAT IMPAIRS EMERGENCY ACCESS IN THE EMERGENCY ACCESS EASEMENTS SHOWN HEREIN.
- ANY GOVERNMENTAL ENTITIES, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON THE PRIVATE ACCESS EASEMENTS SHOWN HEREIN FOR ANY PURPOSE RELATED TO THE EXERCISE OF A GOVERNMENTAL SERVICE OR FUNCTION.
- IF THE HOA OR LOT OWNERS FAIL TO MAINTAIN RELIABLE ACCESS TO ANY PUBLIC UTILITY OR GOVERNMENTAL ENTITIES FOR PURPOSES STATED HEREIN ABOVE, THE CITY MAY ENTER THE ADDITION AND REMOVE ANY ENTRANCE GATE OR STRUCTURE WHICH IS A BARRIER TO ACCESS AT THE SOLE EXPENSE OF THE HOA OR LOT OWNERS ON A PRO-RATA SHARE FORMULA.
- THE CONSTRUCTION, RECONSTRUCTION OR REPAIR OF ANY PRIVATE STREETS WITHIN THE ADDITION MUST MEET THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS AND COMPLY WITH THE SPECIFICATIONS OF THE CITY FOR PUBLIC STREETS AT THE TIME OF CONSTRUCTION, RECONSTRUCTION OR REPAIR. THE CONSTRUCTION, RECONSTRUCTION OR REPAIR OF ANY ENTRANCE GATE AND STRUCTURE FOR THE ADDITION MUST MEET THE APPROVAL OF THE ENGINEERING DEPARTMENT AND FIRE DEPARTMENT OF THE CITY.
- THE INSTALLATION OR REPLACEMENT OF ALL TRAFFIC REGULATORY SIGNS ALONG THE PRIVATE STREETS MUST CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE HOA AND LOT OWNERS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY: (A) THE REASONABLE USE OF THE PRIVATE STREETS, EMERGENCY ACCESS, UTILITY EASEMENTS, ENTRANCE GATE OR STRUCTURE BY THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES; (B) THE CONDITION OF THE PRIVATE STREETS, PRIVATE ENTRANCE GATES OR STRUCTURES, PRIVATE WALLS AND FENCES, PRIVATE PEDESTRIAN ACCESS, PRIVATE STORM DRAINAGE SYSTEMS AND EMERGENCY ACCESS; OR (C) ANY USE OF THE ADDITION BY THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES FOR ANY PURPOSE STATED HEREIN ABOVE, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OR OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF CITY. THE HOA SHALL BE RESPONSIBLE FOR CARRYING LIABILITY INSURANCE TO MEET THE REQUIREMENTS IN THIS PARAGRAPH.

GENERAL NOTES

- UNLESS OTHERWISE NOTED, ALL CORNERS SHOWN HEREON ARE 5/8" IRON RODS SET WITH A CAP STAMPED "ANA".
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- BY GRAPHIC SCALE, THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, NOT SHADED, (AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AND ZONE X (AREA WITH 0.2 PERCENT ANNUAL CHANCE FLOOD HAZARD) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, MAP NO. 48439C0095K, REVISED SEPTEMBER 25, 2009.
- BEARINGS ARE RELATIVE TO TRUE NORTH OBTAINED FROM GLOBAL POSITIONING SATELLITE SYSTEM (GPS) OBSERVATIONS, NORTH AMERICAN DATUM 1983 (NAD '83), TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE.
- DRAINAGE EASEMENT RESTRICTION: NO CONSTRUCTION OR FILING WITHOUT THE WRITTEN APPROVAL OF THE CITY OF COLLEYVILLE SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT, AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST, WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FEET ABOVE THE 100-YEAR FLOOD ELEVATION.
- UTILITY EASEMENT: ANY PUBLIC UTILITY, INCLUDING THE CITY OF COLLEYVILLE, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING THE CITY OF COLLEYVILLE, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
- NO CONSTRUCTION SHALL BE ALLOWED WITHIN A FLOODWAY EASEMENT WITHOUT THE WRITTEN APPROVAL OF THE CITY OF COLLEYVILLE, AND THEN ONLY AFTER DETAILED ENGINEERING PLANS AND STUDIES SHOW THAT NO FLOODING WILL RESULT.
- THE MAINTENANCE OF ALL DRAINAGE AND UTILITY EASEMENTS LOCATED ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE PURPOSE OF THIS PLAT IS TO CREATE A TOTAL OF 24 RESIDENTIAL LOTS AND 3 COMMON LOTS FROM ONE EXISTING LOT.
- 7.5' DRAINAGE AND UTILITY EASEMENT IN THE BACK AND EACH SIDE OF ALL LOTS TYPICAL.



PLANNING AND ZONING COMMISSION APPROVAL

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas, voted affirmatively on this _____ day of _____, 2020, to approve this Plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas the City Council of the City of Colleyville, Texas, voted affirmatively on this _____ day of _____, 2020, to approve this Plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER / DEVELOPER

G & H GROUP, L.L.C.
75 MAIN STREET, SUITE 100
COLLEYVILLE, TX 76034

MR. WAGUIH GUIRGUIS
TEL. (817) 300-1376

ENGINEER / SURVEYOR

A.N.A. CONSULTANTS, L.L.C.
5000 THOMPSON TERRACE
COLLEYVILLE, TEXAS 76034

TEL. (817) 335-9900
FAX (817) 335-9955

PRELIMINARY / FINAL
PLAT
PRESTON MANOR ADDITION
LOTS (1-11) BLOCK A, LOTS (1-13) BLOCK B,
AND LOTS (1-3) BLOCK X
AN ADDITION TO
THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS
BEING 15.7079 ACRES OF LAND
SITUATED IN

J. J. NEWTON SURVEY, ABSTRACT NO. 1176, &
O.C. STURM SURVEY, ABSTRACT NO. 1487
COLLEYVILLE, TARRANTS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, G & H GROUP, L.L.C., IS THE OWNER OF 15.7041 ACRE TRACT OF LAND SITUATED IN J.J. NEWTON SURVEY, ABSTRACT NO. 1176, AND O.C. STURM SURVEY, ABSTRACT NO. 1487, TARRANT COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN INSTRUMENT NUMBER D218261602, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 2" INCH IRON PIPE FOUND FOR THE NORTH CORNER OF LOT 8, AND LOT 7, BLOCK 1, RUSTIC OAKS ADDITION AND ADDITION TO THE CITY OF COLLEYVILLE AS RECORDED IN INSTRUMENT NUMBER D171020176, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND BEING THE SOUTHWEST-MOST WESTERLY CORNER OF HEREIN DESCRIBED TRACT OF LAND IN SOUTHEASTELY RIGHT-OF-WAY LINE OF DALLAS AREA RAPID TRANSIT RAILROAD AS RECORDED IN VOLUME 10146, PAGE 640, OF SAID DEED RECORDS;

THENCE NORTH 47 DEGREES, 03 MINUTES, 20 SECONDS EAST, 363.85 FEET WITH THE COMMON LINE OF SAID RAILROAD AND HEREIN DESCRIBED TRACT TO A 1/2 INCH IRON FOUND FOR THE WEST CORNER OF THE REMAINDER OF 4.637 ACRE TRACT OF LAND AS CONVEYED TO TEXAS UTILITIES ELECTRIC COMPANY BY DEED RECORDED IN VOLUME 9693, PAGE 2394, OF SAID DEED RECORDS;

THENCE SOUTH 42 DEGREES, 56 MINUTES, 40 SECONDS EAST, 260.27 FEET WITH THE SOUTHWESTERLY LINE OF SAID REMAINDER OF 4.637 ACRE TRACT TO THE SOUTH CORNER OF THE SAME;

THENCE NORTH 47 DEGREES, 04 MINUTES, 09 SECONDS EAST, 424.40 FEET WITH THE SOUTHWESTERLY LINE OF SAID REMAINDER OF 4.637 ACRE TRACT TO THE EAST CORNER OF THE SAME;

THENCE NORTH 12 DEGREES, 04 MINUTES, 57 SECONDS WEST, 245.07 FEET WITH THE EASTERLY LINE OF SAID REMAINDER OF 4.637 ACRE TRACT TO THE NORTH-MOST WESTERLY CORNER OF THE SAME;

THENCE NORTH 47 DEGREES, 03 MINUTES, 20 SECONDS EAST, 348.07 FEET WITH THE COMMON LINE OF SAID REMAINDER OF 4.637 ACRE TRACT AND HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 42 DEGREES, 56 MINUTES, 40 SECONDS WEST, 50.00 FEET WITH THE NORTHERLY LINE OF REMAINDER OF 4.637 ACRE TRACT TO 2"XU CONCRETE MONUMENT FOUND FOR THE NORTH CORNER OF SAID REMAINDER OF 4.637 ACRE TRACT IN THE SOUTHEASTELY RIGHT-OF-WAY LINE OF SAID RAILROAD;

THENCE NORTH 47 DEGREES 03 MINUTES, 20 SECONDS EAST, 425.76 FEET WITH THE COMMON LINE OF SAID RIGHT-OF-WAY AND HEREIN DESCRIBED TRACT TO A 5/8 INCH IRON ROD SET FOR THE NORTH CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 24 DEGREES, 25 MINUTES, 52 SECONDS EAST, 103.81 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTH CORNER OF CITY OF COLLEYVILLE TRACT 6A, AS SHOWN IN TARRANT COUNTY TAX MAP IN THE SOUTHERLY RIGHT-OF-WAY LINE OF BRANSFORD ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 46 DEGREES, 10 MINUTES, 16 SECONDS WEST, 97.73 FEET TO 1/4 INCH IRON ROD FOUND;

THENCE SOUTH 89 DEGREES, 26 MINUTES, 18 SECONDS EAST, 44.80 FEET TO 1/4 INCH IRON ROD WITH CAP STAMPED "KHA" FOUND FOR THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, THORNE ADDITION, AS RECORDED IN CABINET A, SLIDE 9787, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE SOUTH 01 DEGREES, 20 MINUTES, 03 SECONDS EAST, 832.77 FEET TO 1/4 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT AND AN INTERIOR CORNER FOR LOT 2RA, BLOCK 1, BRANSFORD ESTATES ADDITION, AS RECORDED IN CABINET A, SLIDE 11948, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 87 DEGREES, 33 MINUTES, 03 SECONDS WEST, 381.56 FEET TO 1/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK C, OAKLEIGH ADDITION, AS RECORDED IN INSTRUMENT NUMBER D218004068, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE SOUTH 03 DEGREES, 50 MINUTES, 42 SECONDS WEST, 381.60 FEET TO 1/4 INCH IRON ROD WITH CAP STAMPED "KHA" FOUND FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT NORTH LINE OF LOT 7, BLOCK B, OF SAID OAKLEIGH ADDITION;

THENCE NORTH 87 DEGREES, 54 MINUTES, 20 SECONDS WEST, 609.47 FEET TO 1/4 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID BLOCK B, AND THE NORTH CORNER OF LOT 6, AND NORTHEAST CORNER OF LOT 7, BLOCK 1, OF SAID RUSTIC OAKS ADDITION IN THE SOUTH LINE OF HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 86 DEGREES, 52 MINUTES, 20 SECONDS WEST, 84.57 FEET TO 1/4 INCH IRON ROD FOUND FOR A CORNER IN THE COMMON LINE OF SAID LOT 7, AND HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 43 DEGREES, 10 MINUTES, 50 SECONDS WEST, 250.76 FEET TO THE PLACE OF BEGINNING AND CONTAINING 684,071 SQUARE FEET OR 15.7041 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, G & H GROUP, L.L.C., OWNER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN BEFORE DESCRIBED PROPERTY AS LOTS 1-11, BLOCK A, LOTS 1-13, BLOCK B, AND LOTS 1-3, BLOCK X, PRESTON MANOR ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, AND DO HEREBY DEDICATE FREE SIMPLY TO THE PUBLIC USE FOREVER ALL STREETS, RIGHTS-OF-WAY, AND ALLEYS SHOWN THEREON, AND DO HEREBY RESERVE THE EASEMENTS SHOWN ON THIS PLAT FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME, ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS IN WHICH ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENTS, AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, AND PATROLLING, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF COLLEYVILLE, TEXAS.

WITNESS OUR HANDS THIS _____ DAY OF _____, 20____.

OWNERS NAME

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

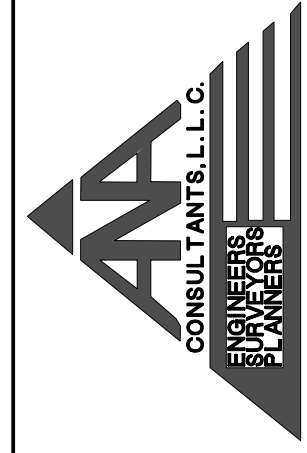
NOTARY PUBLIC IN AND FOR TARRANT COUNTY

MY PRINTED NAME

MY COMMISSION EXPIRES:

PRELIMINARY / FINAL PLAT
FOR
PRESTON MANOR ADDITION
24 RESIDENTIAL LOTS & 3 HOA LOTS

5000 Thompson Terrace
Colleyville, TX 76034
(817) 335-9900
FAX: (817) 335-9955



PC 20-001

SHEET 1 OF 1

CITY COLLEYVILLE - GENERAL NOTES

1.

ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF COLLEYVILLE AND GOVERNED BY THE CITY OF COLLEYVILLE INFRASTRUCTURE CONSTRUCTION PROVISIONS AND DETAILS (JULY 2014). TEXAS DEPARTMENT OF TRANSPORTATION TEXAS STANDARD SPECIFICATION 1993 EDITION, AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION.

2.

A COPY OF THE COLLEYVILLE INFRASTRUCTURE CONSTRUCTION PROVISIONS AND DETAILS (JULY 2014) CAN BE OBTAINED FROM THE FOLLOWING CITY WEBSITE: WWW.COLLEYVILLE.COM/PUBLICWORKS/ENGINEERINGDIVISION/CONSTRUCTIONSTANDARDSSANDDETAILS

3.

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF COLLEYVILLE STANDARDS WHERE THEY DIFFER FROM NCTCOG STANDARDS.

4.

WORK PERFORMED IN THE STATE HIGHWAY RIGHT-OF-WAY. AN APPLICATION AND APPROPRIATE PLANS MUST BE SUBMITTED DIRECTLY TO TXDOT FOR REVIEW.

5.

A PERMIT IS REQUIRED TO CUT A CITY STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY THE PUBLIC WORKS DEPARTMENT. CONTACT NUMBER 817-503-1366.

6.

THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

UNDERGROUND FACILITY OWNER 811 (214) 869-8352
AT&T (214) 745-2984
AT&T TEXAS (CALL DIGTESS) (800) 344-8377
ATMOS ENERGY (817) 359-1313
CHARTER COMMUNICATIONS (817) 822-8745
CITY OF COLLEYVILLE (817) 748-8082
DIGTESS (LINE LOCATES) (800) 344-8377
8LEVEL (3) COMMUNICATIONS (877) 366-8344
ONCOR ELECTRIC DELIVERY (817) 215-6688
ONE SOURCE COMMUNICATIONS (817) 692-6042
TRI COUNTY ELECTRIC (817) 431-1541
VERIZON ENGINEERING (972) 578-3354

7.

WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE INSPECT OR AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.

8.

ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS", VOL. 29, SUBPART P, PG. 128 - 137, AND ANY AMENDMENTS THERETO.

9.

THIS ITEM SHALL GOVERN THE CONTROL MEASURES NECESSARY TO PREVENT AND CONTROL SOIL EROSION, SEDIMENTATION, AND WATER POLLUTION WHICH MAY DEGRADE RECEIVING WATERS INCLUDING RIVERS, STREAMS, LAKES, RESERVOIRS, GROUND WATER, AND WETLANDS. THE CONTROL MEASURES CONTAINED HEREIN SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION CONTRACT AND COORDINATED WITH ANY PERMANENT OR TEMPORARY POLLUTION CONTROL FEATURES SPECIFIED ELSEWHERE ON THE PLANS AND IN THE SPECIFICATIONS TO ASSURE EFFECTIVE AND CONTINUOUS WATER POLLUTION CONTROL THROUGHOUT THE CONSTRUCTION AND POST CONSTRUCTION PERIODS. THESE CONTROL MEASURES SHALL NOT BE USED AS A SUBSTITUTE FOR THE PERMANENT POLLUTION CONTROL MEASURES UNLESS OTHERWISE DIRECTED BY THE CITY IN WRITING. THE CONTROLS MAY INCLUDE SILT FENCES, STRAW BALE DIKES, ROCK BERMS, DIVERSION DIKES, INTERCEPTOR SWALES, SEDIMENT TRAPS, AND BASINS, PIPE SLOPE DRAINS, INLET PROTECTION, STABILIZED CONSTRUCTION ENTRANCES, SEEDING, SODDING, MULCHING, SOIL RETENTION BLANKETS OR OTHER STRUCTURAL OR NON-STRUCTURAL STORM WATER POLLUTION CONTROL.

10.

THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, SPRINKLER SYSTEMS, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

11.

ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.

12.

RECORD DRAWINGS: THE CONTRACTOR SHALL KEEP ONE (1) RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDA, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE DRAWINGS SHALL BE AVAILABLE TO THE ENGINEER AND THE CITY AND SHALL BE DELIVERED TO THE CITY UPON COMPLETION OF THE PROJECT AND PRIOR TO THE RELEASE OF FINAL PAYMENT AND/OR INITIAL ACCEPTANCE LETTER.

13.

THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

14.

THE CONTRACTOR MUST FIELD VERIFY EXISTING SERVICE LOCATIONS PRIOR TO INSTALLING NEW SERVICES. WHEN INSTALLING A NEW WATER LINE, ALL EXISTING SERVICES MUST BE CONNECTED TO THE NEW LINE OR AS DIRECTED BY THE CITY ENGINEER.

15.

THE CONTRACTOR SHALL KEEP RECORDS FOR RECORD DRAWINGS AND SHALL SUBMIT MARKUPS TO THE CITY INSPECTOR PRIOR TO SCHEDULING A FINAL WALKTHROUGH INSPECTION.

16.

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES FROM THE GENERAL CONTRACTOR, SUB-CONTRACTORS, THE DESIGN ENGINEER, AND THE CITY OF COLLEYVILLE STAFF.

17.

ALL CONSTRUCTION MUST ADHERE TO THE CITY OF COLLEYVILLE TREE PRESERVATION ORDINANCE
- CITY OF COLLEYVILLE - GENERAL NOTES - WATER IMPROVEMENTS
1.

THE CONTRACTOR MUST FIELD VERIFY EXISTING SERVICE LOCATIONS PRIOR TO INSTALLING NEW SERVICES.

2.

WHEN INSTALLING A NEW WATER LINE, ALL EXISTING SERVICES MUST BE CONNECTED TO THE NEW LINE.

3.

ALL WATER METERS UP TO 2" IN DIAMETER SHALL BE INSTALLED BY CITY PERSONNEL. ALL WATER METERS EXCEEDING 2" DIAMETER SHALL BE INSPECTED AND ACCEPTED BY CITY A OF COLLEYVILLE REPRESENTATIVE.

4.

FIRE HYDRANTS SHALL BE LOCATED THREE TO EIGHT FEET BEHIND THE BACK OF CURB AS SHOWN IN THE DETAILS. THIS WILL ALSO INCLUDE SPLASH PADS WHICH ARE CONSIDERED SUBSIDIARY TO THE FIRE HYDRANT PLACEMENT.

5.

ALL WATER LINES 4" THRU 12" SHALL BE CLASS 150(DR18) AND CONFORM TO AWWA C-900 DR-18 MINIMUM, WITH NSF SEAL, PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH NCTCOG STD. SPECS. (SEE C1.7) WATER MAINS TO HAVE A MINIMUM OF 42" COVER TO THE TOP OF PIPE.

6.

SERVICE LINE CONNECTORS, UNDER 2" SHALL BE CLASS K SOFT COPPER AND CONNECTED WITH COMPRESSION FITTINGS. ALL TAPS AND SERVICES SHALL BE CONSTRUCTED AS 1" OR LARGER. ¾" TAPS AND SERVICE LINES ARE PROHIBITED

7.

WATER SERVICES SHALL BE BACKFILLED IN GRANULAR SAND AS PER DETAILS.

8.

WATER SERVICES SHOULD BE LOCATED AT THE PROPERTY LINE. EACH LOCATION IS TO BE STAMPED ON THE CURB WITH 2" HIGH LETTER "W".

9.

WATER METER BOXES WILL BE INSTALLED AFTER PAVING ACTIVITIES HAVE BEEN COMPLETED.

10.

CURB STOPS SHOULD BE TESTED FOR LEAKAGE AND FULL FLOW WHEN SYSTEM IS PRESSURE TESTED.

11.

ALL FIRE HYDRANT ASSEMBLIES TO BE EQUIPPED WITH A 6" GATE VALVE AND BOX SHALL BE INSTALLED AS PER THE DETAILS. HYDRANTS WILL BE SHALL BE PAINTED KEMLUSTER RED PRIOR TO ACCEPTANCE BY THE CITY. THE CONTRACTOR SHALL PUT 2 COATS OF PAINT OR UNTIL APPROVED BY THE CITY.

12.

ANY WATER VALVES LOCATED WITHIN PAVEMENT AREAS SHALL BE ADJUSTED TO FINAL GRADE BY THE PAVING CONTRACTOR. THE PAVING CONTRACTOR SHALL ADJUST WATER VALVE ASSEMBLY TO FINAL GRADE AND PLACE A MONOLITHICALLY. (CONCRETE PAD IN HMAc) NO BLOCK OUTS WILL BE ALLOWED.

13.

FIRE HYDRANTS SHALL BE EQUIPPED WITH 4-1/2" STORZ ADAPTER FOR CONNECTION WITH 5" HOSE.

14.

WHEN A WATER LINE IS BORED, THE CASING SHALL BE CAPPED AND VALVES ADDED ON EITHER SIDE.

15.

ALL FITTINGS AND BENDS SHALL HAVE MEGA LUG RETAINER GLANDS IN ADDITION TO STANDARD THRUST BLOCKING AS REQUIRED BY STANDARD DETAILS.

16.

FOR VALVES WITH OPERATING NUTS 6" BELOW GROUND SHALL BE INSTALLED WITH A 1AND1/4" SOLID STEM EXTENSION (DETAIL W-1).
- CITY OF COLLEYVILLE - GENERAL NOTES - SANITARY SEWER IMPROVEMENTS
1.

SANITARY SEWER PVC PIPE SHALL BE SDR 35 IF DEPTH OF LINE IS 10' OR LESS AND SDR 26 IF DEPTH OF LINE IS GREATER THAN 10'.

2.

PIPE SHALL HAVE CL. B (S-8) EMBEDMENT, OR BETTER. BACKFILL SHALL BE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR DENSITY.

3.

AFTER COMPLETION OF ALL TESTING (I.E. MANDREL & AIR) CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE VIDEOTAPE TO PW INSPECTIONS.

4.

A 2" HIGH LETTER "S" SHALL BE STAMPED ON THE CURB TO MARK THE LOCATION OF THE SEWER SERVICES. THE SERVICE SHOULD BE LOCATED IN THE CENTER OF EACH LOT.

5.

CONTRACTOR TO PLACE A 3/4" PLYWOOD FALSE BOTTOM IN ALL SANITARY SEWER MANHOLES BEFORE PAVING CONTRACTOR BEGINS WORK.

6.

RIM ELEVATIONS OF THE PROPOSED SANITARY SEWER MANHOLES IN STREETS ARE TO BE CONSTRUCTED BY UTILITY CONTRACTOR AND ADJUSTED BY PAVING CONTRACTOR TO FINISHED GRADE AT TIME OF PAVING. BLOCK OUTS ARE NOT ALLOWED.

7.

MANHOLES 10' IN DEPTH OR LESS SHALL BE 4FT IN DIAMETER. 10 FT. PLUS OR DROP MANHOLES SHALL BE 5FT. IN DIAMETER

8.

ALL DROP MANHOLES SHALL BE INSIDE DROPS AS PER DETAIL S-4.

9.

ALL TRENCHES SHALL BE COMPACTION TESTED AT THE RATE OF ONE TEST PER 300 L.F. OF TRENCH PER LIFT. LIFTS SHALL BE NO GREATER THAN 12" LOOSE. TESTS SHALL BE STAGGERED SO THAT TESTS OF ADJACENT LIFTS ARE NOT DIRECTLY OVER THE PREVIOUS LIFT. IF THE DISTANCE BETWEEN MANHOLES EXCEEDS 300 L.F., A MINIMUM OF 2 TESTS PER LIFT SHALL BE TAKEN OR AS DIRECTED BY THE CITY. THE PAVING CONTRACTOR SHALL NOT BEGIN WORK UNTIL THE CITY OF COLLEYVILLE HAS APPROVED ALL TRENCHWORK.

10.

ALL MANHOLES SHALL BE VACUUMED TESTED.

11.

ANY SERVICE TIE-IN TO AN EXISTING MANHOLE MUST BE CORED.

12.

CLEAN-OUTS TO BE PROVIDED ON ALL SERVICES AND LOCATED AT THE PROPERTY/ROW LINE.
- CITY OF COLLEYVILLE - GENERAL NOTES - PAVING IMPROVEMENTS
1.

ALL FILL SHALL BE COMPACTED TO A DENSITY OF AT LEAST NINETY-FIVE (95%) PERCENT STANDARD PROCTOR AS PER ASTM D 698 AT OR ABOVE OPTIMUM MOISTURE CONTENT. LIFTS SHALL BE AS SPECIFIED PER THE SOILS LAB RECOMMENDATION AND AS APPROVED BY THE CITY. ALL FILL SHALL BE TESTED AS INSTALLED AND CERTIFIED BY AN APPROVED SOILS LABORATORY

2.

ALL STREETS, UNLESS ALTERNATIVE DESIGN IS SUBMITTED BY LAB, DESIGNED BY THE TRIAXIAL METHOD AS SPECIFIED IN TEXAS HIGHWAY DEPARTMENT REQUIREMENTS AND APPROVED BY THE CITY OF COLLEYVILLE, AND SHALL BE CONSTRUCTED ON A MINIMUM OF (8") INCHES OF STABILIZED SUBGRADE (LIME AND/OR CEMENT) AS SOIL TESTS INDICATE. COMPACTION SHALL BE NINETY-FIVE (95%) PERCENT DENSITY AS PER AASHTO DESIGNATION T150. DENSITY TESTS SHALL BE TAKEN EVERY 1,000 SQUARE YARDS OR LESS, AS REQUIRED BY CITY INSPECTOR.
- | TABLE 1 – RECOMMENDED % AND QUANTITIES OF LIME/CEMENT | | | | | |
|---|-------------------------|--------|----------------------------|----------|-----------------------------|
| Plasticity Index (PI) | Assumed Unit Dry Weight | % Lime | Quantity of Lime (lbs./sy) | % Cement | Quantity of Cement (lbs/sy) |
| 0 – 15 | 120 | 0 | 0 | 5 | 36* |
| 16 – 25 | 116 | 3 | 21 | 5 | 35 |
| 26 – 35 | 112 | 4 | 27 | 5 | 34 |
| 36 – 45 | 100 | 5 | 30 | 6 | 36 |
3.

THE SUB-GRADE SHALL BE PROOF ROLLED AND OBSERVED BY THE CONSTRUCTION INSPECTOR PRIOR TO AND AFTER SUB-GRADE STABILIZATION.

4.

CURB AND GUTTER SHALL CONSIST OF STEEL REINFORCED CONCRETE AND SHALL BE SIX (6") INCHES HIGH AND THIRTY (30") INCHES WIDE.

5.

THE PARKWAYS AND STREETS SHALL BE ROUGH CUT TO A PLUS OR MINUS ONE-TENTH (0.1) FEET OF THEIR RESPECTIVE FINAL GRADES.

6.

CONSTRUCTION OF WHEEL CHAIR RAMPS WILL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR AT THE TIME OF PUBLIC IMPROVEMENTS.

7.

INDIVIDUAL WATER AND SEWER SERVICES AND WATER VALVES SHALL HAVE A SUITABLE MARKER ("W") FOR WATER, "S" FOR SANITARY SEWER AND "V" FOR VALVES) STAMPED ON THE FACE OF THE CURB, OR IF NO CURB IS CONSTRUCTED, ON THE TOP OF THE PAVEMENT. THE MARKS SHALL BE A MINIMUM OF TWO (2") INCHES IN HEIGHT AND WIDTH. WATER SERVICES SHALL BE LOCATED 10' UPSTREAM FROM THE SANITARY SEWER SERVICE, WITH THE SEWER SERVICE AT THE CENTER OF THE FRONT OF THE LOT.

8.

THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY 1 MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY THE CITY'S TESTING FIRM. IN THE EVENT PAVING OPERATIONS HAVE NOT COMMENCED WITHIN THE SEVENTY-TWO-(72) HOUR LIMIT, A RETEST SHALL BE REQUIRED AT THE CONTRACTOR'S EXPENSE.

9.

MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING. NO BLOCK OUTS ALLOWED

10.

THE PAVING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL "PERMANENT SURVEY REFERENCE MONUMENTS" AS DESCRIBED IN THE SUBDIVISION ORDINANCE INCLUDING CONCRETE MONUMENTS AT ALL BOUNDARY CORNERS. THE PAVING CONTRACTOR SHALL INSTALL A BLUE REFLECTOR IN THE STREET CENTERLINE AT THE LOCATION ON EACH FIRE HYDRANT.

11.

HMAC PAVING- BINDER SHALL HAVE NO MORE THAN 15% RAP, ALL SURFACE MIX SHALL BE VIRGIN. NO RAS IS ALLOWED. MIX DESIGN SHALL BE SUBMITTED TO CITY PRIOR FOR APPROVAL.

12.

CONCRETE PAVING- NO MANUFACTURED SAND IS ALLOWED.

13.

ALL RE-ENFORCING STILL SHALL BE DOMESTIC AND MEET THE TXDOT STEEL MILL GUIDE LINES.
- CITY OF COLLEYVILLE - GENERAL NOTES - STORM DRAINAGE IMPROVEMENTS
1.

ALL STORM SEWER AND CULVERT PIPE AND FITTINGS SHALL BE ASTM C76, CLASS III, IV, V REINFORCED CONCRETE PIPE (RCP), INSTALLED WITH A BELL AND A SPIGOT AND JOINTED WITH RAM NECK.

2.

BACKFILL SHALL BE ¾ TO 1" ROCK, 6" MINIMUM FOR THE BEDDING (MORE IF GROUND WATER IS ENCOUNTERED), AND ROCK PLACED UP TO THE CENTER OR SPRING LINE OF THE PIPE. TRENCH SHALL BE EXCAVATED WIDE ENOUGH TO GET A MECHANICAL TAMPER BESIDE THE PIPE TO ACHIEVE 95% DENSITY.

3.

AFTER COMPLETION OF ALL STORM SEWER INSTALLATION, THE CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE A VIDEOTAPE TO THE PUBLICWORKS DEPARTMENT INSPECTIONS.

4.

INSTALL A BENCHMARK ON A DRAINAGE STRUCTURE WITHIN OR NEAR THE SITE. A LETTER INCLUDING THE LOCATION AND ELEVATION OF THE BENCHMARK MUST BE SUBMITTED TO PUBLIC WORKS PRIOR TO THE FINAL ACCEPTANCE OF THE PROJECT AS WELL AS IN THE GIS ASSETS FORM.

5.

ALL STORM SEWER PIPES LARGER THAN 36" MUST BE WIPED WITH NON-SHRINK GROUT AFTER INSPECTION AND APPROVAL.

6.

NO PRE-CAST INLETS ARE ALLOWED.
- AN.A. CONSULTANTS, L.L.C.

ENGINEERS and SURVEYORS

5000 Thompson Terrace, Colleyville, TX 76034

Tel: 817.335.9900 Fax: 817.335.9955

TBPE Firm No.: 20

TBPLS Firm No.: 10090800

AN.A.

CONSULTANTS, L.L.C.

ENGINEERS & SURVEYORS

NO.	REVISION DESCRIPTIONS:	DATE:	

GENERAL NOTES

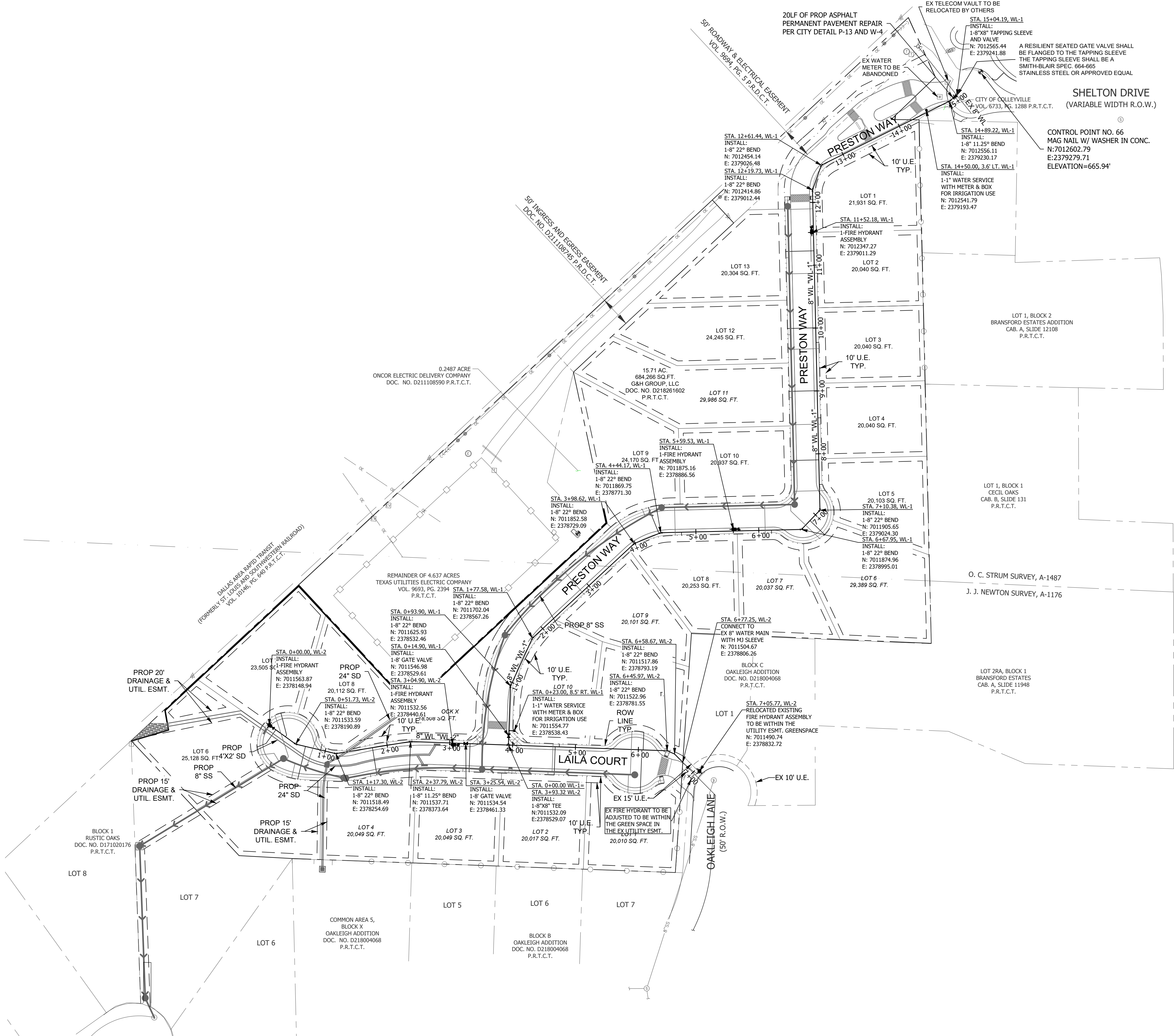
PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

PRELIMINARY FOR REVIEW ONLY

These documents are for design review and not intended for construction, bidding or permit purposes. They were prepared by, or under supervision of:
OSAMA F. NASHED
Name
90373
PE #
2/18/2020
Date

A.N.A. PROJECT NO.:
19-0200
SHEET No.:
3

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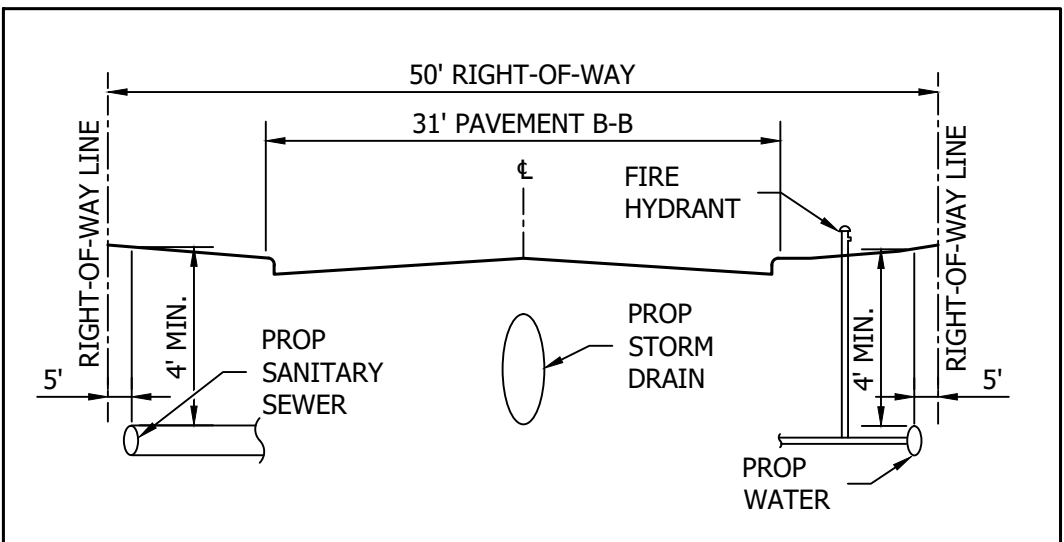
LEGEND

- PROPOSED WATER LINE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- PROPOSED SAN. SEWER LINE
- PROPOSED SAN. SEWER MANHOLE
- PROPOSED STORM SEWER LINE
- EXISTING SAN. SEWER LINE
- EXISTING SAN. SEWER MANHOLE

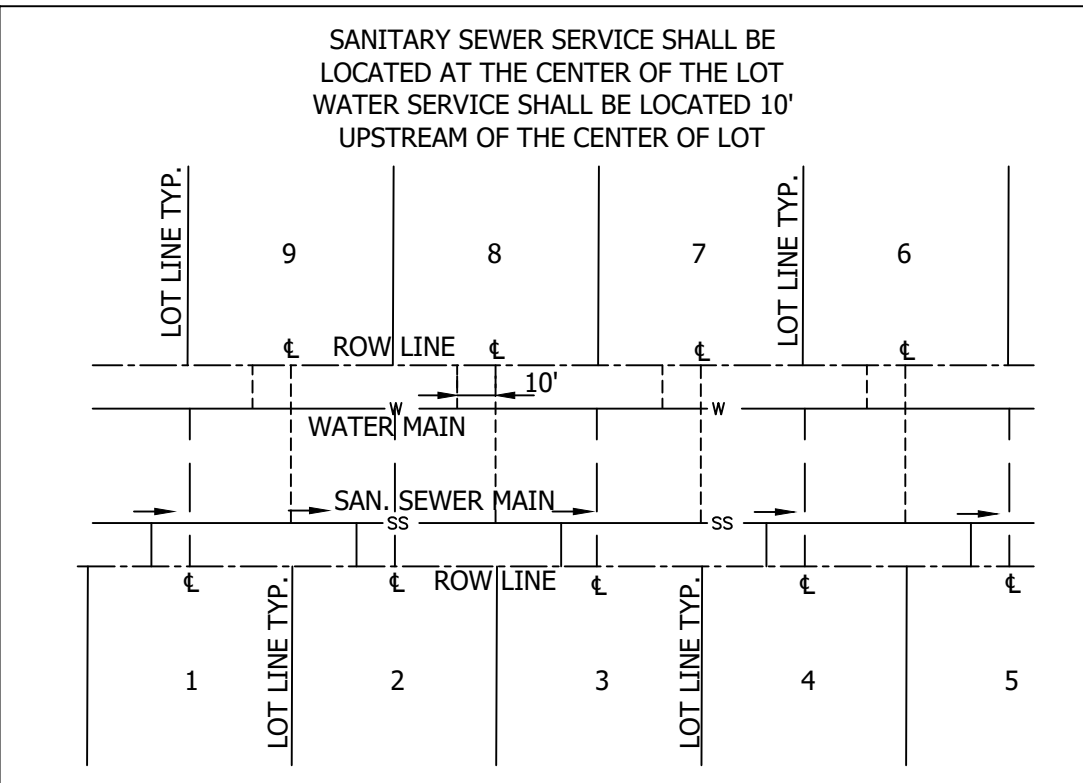
WATER GENERAL NOTES

- CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES AND TIE IN LOCATIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.
- ALL WATERLINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TCEQ AND CITY OF COLLEYVILLE STANDARDS. IN THE EVENT OF CONFLICT THE MORE STRINGENT CRITERIA GOVERNS.
- WATER, SANITARY SEWER, AND STORM SEWER SEPARATIONS BOTH VERTICAL AND HORIZONTAL SHALL BE IN ACCORDANCE WITH THE TCEQ AND CITY OF COLLEYVILLE STANDARDS.
- CONTRACTOR SHALL INSTALL ALL FIRE HYDRANTS, GATE VALVES, FITTINGS PER THE CURRENT CITY OF COLLEYVILLE DESIGN STANDARDS AND DETAILS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.
- ALL WATER SERVICES SHALL BE INSTALLED PER CITY OF COLLEYVILLE STANDARD DETAILS.
- FIRE HYDRANT ASSEMBLY INCLUDES ALL FITTINGS, TEES, AND VALVE.

CITY OF COLLEYVILLE
TYPICAL UTILITY LAYOUT



CITY OF COLLEYVILLE
TYPICAL LOT SERVICE DETAIL



NO.	REVISION DESCRIPTIONS:	DATE:

OVERALL WATER PLAN

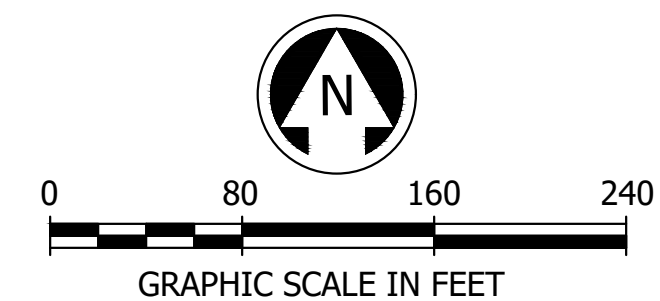
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	PROPOSED WATER LINE
	PROPOSED GATE VALVE
	PROPOSED FIRE HYDRANT
	EXISTING WATER LINE
	EXISTING GATE VALVE
	EXISTING FIRE HYDRANT
	PROPOSED SAN. SEWER LINE
	PROPOSED SAN. SEWER MANHOLE
	PROPOSED STORM SEWER LINE
	EXISTING SAN. SEWER LINE
	EXISTING SAN. SEWER MANHOLE

1. CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES AND TIE IN LOCATIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.
2. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TCEQ AND CITY OF COLLEYVILLE STANDARDS. IN THE EVENT OF CONFLICT THE MORE STRINGENT CRITERIA GOVERNS.
3. WATER, SANITARY SEWER, AND STORM SEWER SEPARATIONS BOTH VERTICAL AND HORIZONTAL SHALL BE IN ACCORDANCE WITH THE TCEQ AND CITY STANDARDS.
4. ALL SANITARY SEWER SERVICES SHALL BE INSTALLED PER CITY STANDARD DETAILS.

Diagram illustrating the layout of a 50' Right-of-Way (ROW) showing the 31' Pavement B-B (Base and Subgrade) and the placement of various utilities and structures:

- 50' RIGHT-OF-WAY**: Total width of the right-of-way.
- 31' PAVEMENT B-B**: Width of the pavement base and subgrade.
- 5'**: Sidewalk width on the left side.
- 4' MIN.**: Minimum clearance for the Prop Sanitary Sewer.
- PROP SANITARY SEWER**: Sewer line located near the left sidewalk.
- FIRE HYDRANT**: Located within the pavement area.
- 4' MIN.**: Minimum clearance for the Prop Storm Drain.
- PROP STORM DRAIN**: Storm drain located near the right sidewalk.
- 5'**: Sidewalk width on the right side.
- PROP WATER**: Water line located near the right sidewalk.

SANITARY SEWER SERVICE SHALL BE
LOCATED AT THE CENTER OF THE LOT

WATER SERVICE SHALL BE LOCATED 10'
UPSTREAM OF THE CENTER OF LOT

LOT LINE TYP.

9 8 7 6

ROW LINE

10'

WATER MAIN

W

SAN. SEWER MAIN

SS

LOT LINE TYP.

1 2 3 4 5

[illegible]

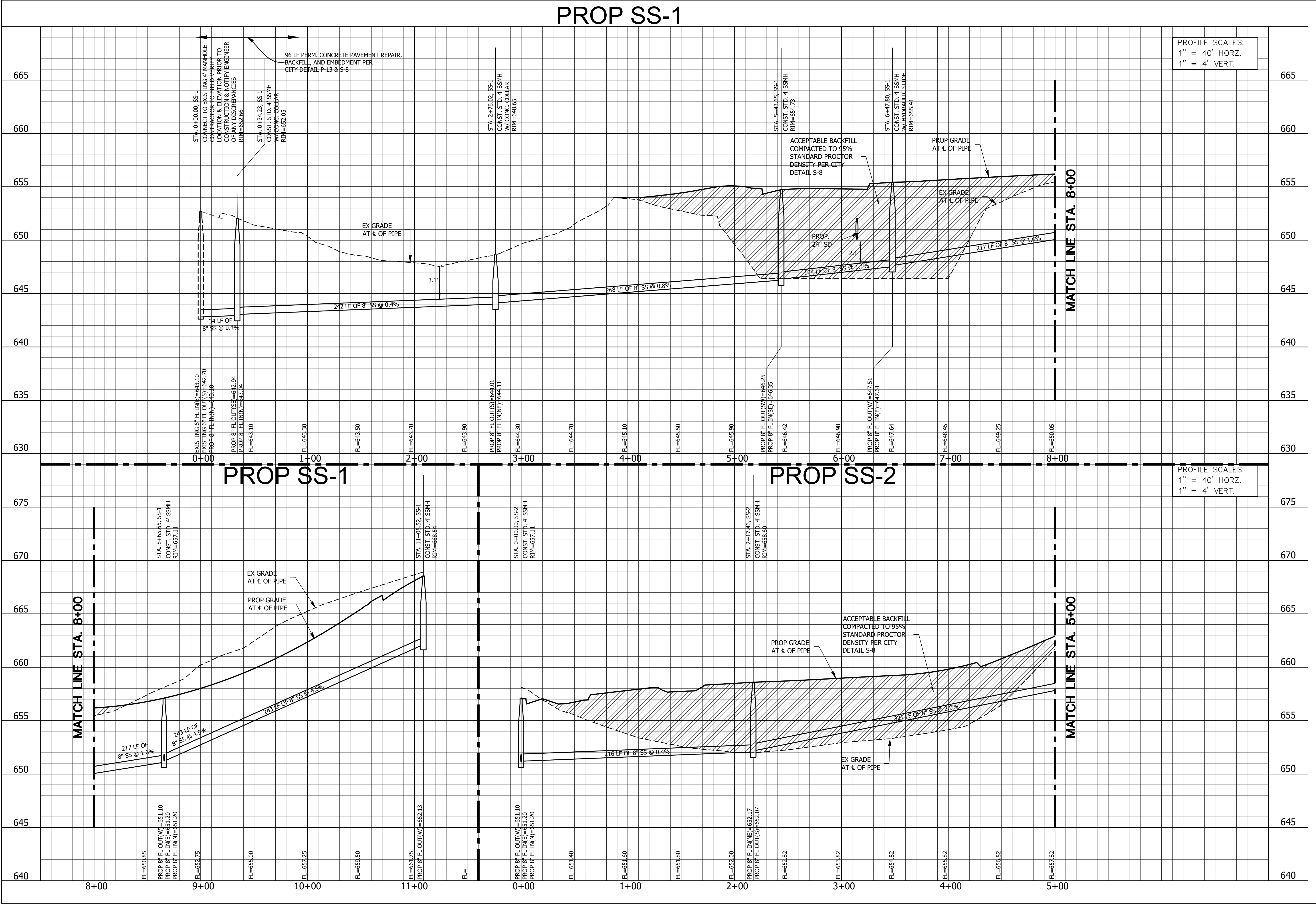
**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

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ALM 90373

PE # 2/18/2020

Date

PRESTON MANOR ADDITION

CITY OF COLLEYVILLE

TARRANT COUNTY, TEXAS

SAN. SEWER PROFILE 1 OF 2

A.N.A. CONSULTANTS, L.L.C.

ENGINEERS and SURVEYORS

5000 Thompson Terrace, Colleyville, TX 76034

Tel: 817.335.9900 Fax: 817.335.9955

TBPE Firm No.: 720

TBPLS Firm No.: 10090800

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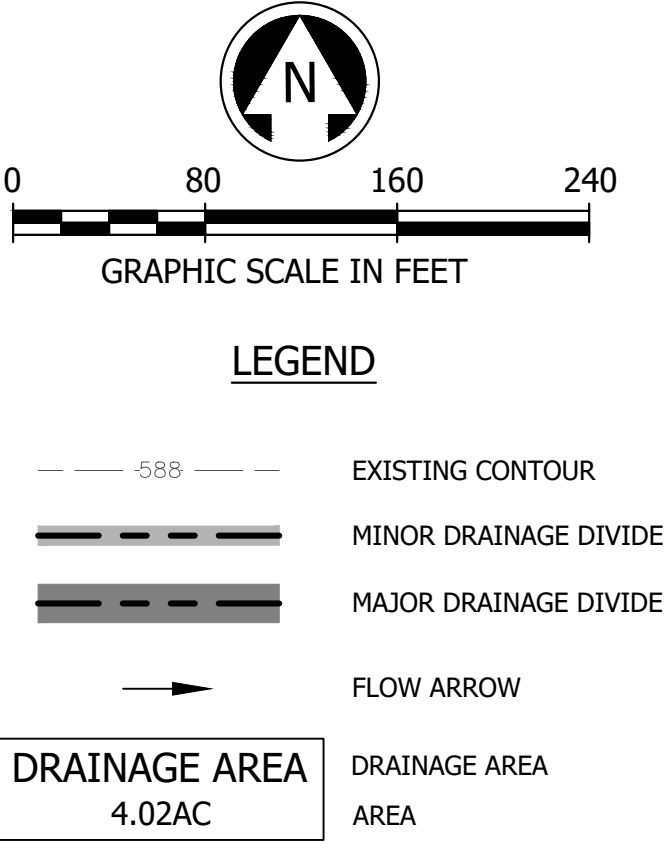
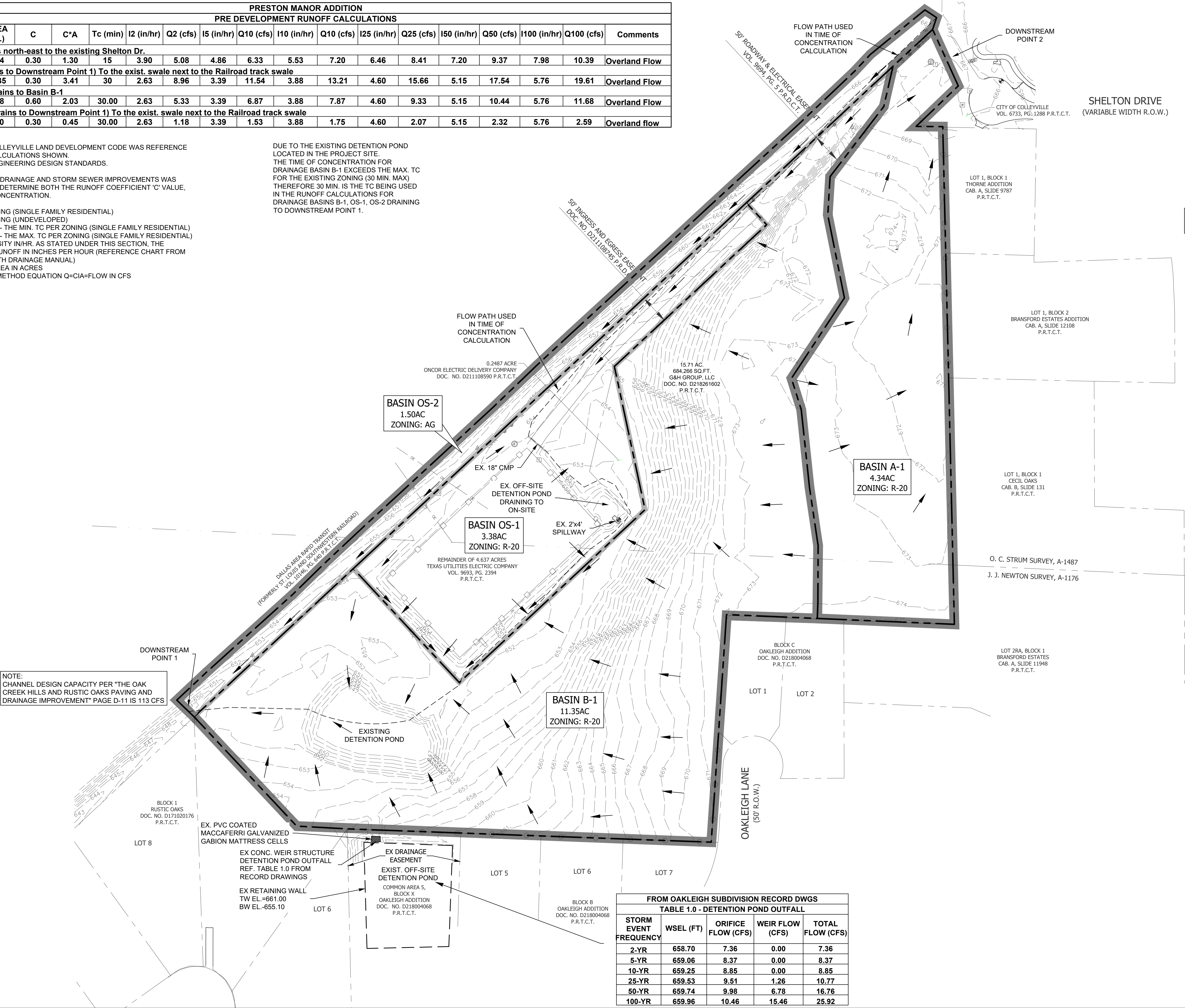
PRESTON MANOR ADDITION																	
PRE DEVELOPMENT RUNOFF CALCULATIONS																	
AREA	AREA (ac.)	C	C*A	Tc (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q10 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)	I100 (in/hr)	Q100 (cfs)	Comments
Basin A: Drains north-east to the existing Shelton Dr.																	
A-1	4.34	0.30	1.30	15	3.90	5.08	4.86	6.33	5.53	7.20	6.46	8.41	7.20	9.37	7.98	10.39	Overland Flow
Basin B: (Drains to Downstream Point 1) To the exist. swale next to the Railroad track swale																	
B-1	11.35	0.30	3.41	30	2.63	8.96	3.39	11.54	3.88	13.21	4.60	15.66	5.15	17.54	5.76	19.61	Overland Flow
Basin OS-1: Drains to Basin B-1																	
OS-1	3.38	0.60	2.03	30.00	2.63	5.33	3.39	6.87	3.88	7.87	4.60	9.33	5.15	10.44	5.76	11.68	Overland Flow
Basin OS-2: (Drains to Downstream Point 1) To the exist. swale next to the Railroad track swale																	
OS-2	1.50	0.30	0.45	30.00	2.63	1.18	3.39	1.53	3.88	1.75	4.60	2.07	5.15	2.32	5.76	2.59	Overland flow

ASSUMPTIONS:
THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE WAS REFERENCE FOR THE CM CALCULATIONS SHOWN.
CHAPTER 14 ENGINEERING DESIGN STANDARDS.

SECTION 14-170 DRAINAGE AND STORM SEWER IMPROVEMENTS WAS REFERENCE TO DETERMINE BOTH THE RUNOFF COEFFICIENT 'C' VALUE, AND TIME OF CONCENTRATION.

C=0.60 PER ZONING (SINGLE FAMILY RESIDENTIAL)
C=0.30 PER ZONING (UNDEVELOPED)
TC=15 MINUTES - THE MIN. TC PER ZONING (SINGLE FAMILY RESIDENTIAL)
TC=30 MINUTES - THE MAX. TC PER ZONING (SINGLE FAMILY RESIDENTIAL)
I=STORM INTENSITY IN/HR. AS STATED UNDER THIS SECTION, THE INTENSITY OF RUNOFF IN INCHES PER HOUR (REFERENCE CHART FROM THE FORT WORTH DRAINAGE MANUAL)
A=DRAINAGE AREA IN ACRES
THE RATIONAL METHOD EQUATION Q=CIA=FLOW IN CFS

DUE TO THE EXISTING DETENTION POND LOCATED IN THE PROJECT SITE. THE TIME OF CONCENTRATION FOR DRAINAGE BASIN B-1 EXCEEDS THE MAX. TC FOR THE EXISTING ZONING (30 MIN. MAX) THEREFORE 30 MIN. IS THE TC BEING USED IN THE RUNOFF CALCULATIONS FOR DRAINAGE BASINS B-1, OS-1, OS-2 DRAINING TO DOWNSTREAM POINT 1.



FROM OAKLEIGH SUBDIVISION RECORD DWGS				
TABLE 1.0 - DETENTION POND OUTFALL				
STORM EVENT FREQUENCY	WSEL (FT)	ORIFICE FLOW (CFS)	WEIR FLOW (CFS)	TOTAL FLOW (CFS)
2-YR	658.70	7.36	0.00	7.36
5-YR	659.06	8.37	0.00	8.37
10-YR	659.25	8.85	0.00	8.85
25-YR	659.53	9.51	1.26	10.77
50-YR	659.74	9.98	6.78	16.76
100-YR	659.96	10.46	15.46	25.92

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A.N.A. CONSULTANTS, L.L.C.
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TBE's Firm No.: 10090800

AAA

CONSULTANTS, L.L.C.

ENGINEERS & SURVEYORS

NO.	REVISION DESCRIPTIONS:	DATE:

PRE-DEV.
DRAINAGE AREA
MAP

PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

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SHEET No.:
8

Post Development Conditions																
DA	Sheet Flow					Shallow Concentrated Flow					Channel Flow					Total Travel Time
Basin	Length (ft)	Slope (ft/ft)	Manning's N	2yr 24-hr Prec. (in)	Tc (min)	Cover	Length (ft)	Slope (ft/ft)	Velocity (ft/s)	Tc (min)	Type	Assumed Velocity (ft/s)	Length (ft)	Slope (ft/ft)	Tc (min)	Tc (min)
B & OS	100	0.009	0.150	3.36	13.11	Unpaved	145	0.009	1.52	1.59	Swale	3	736.7	0.014	4.09	
											Pipe	8	40	0.018	0.08	
											Swale	3	596	0.020	3.31	
											Pipe	8	387	0.005	0.81	
											Swale	3	165	0.009	0.92	23.91

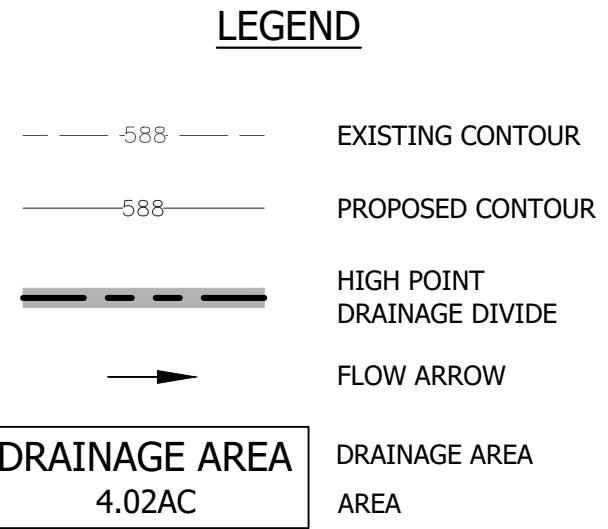
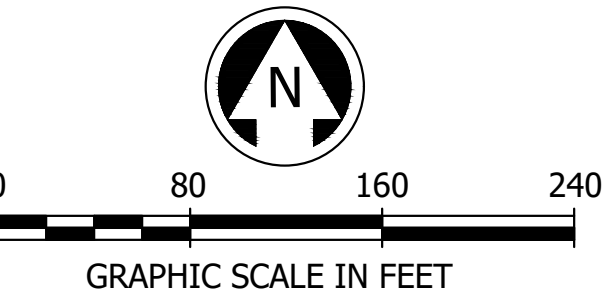
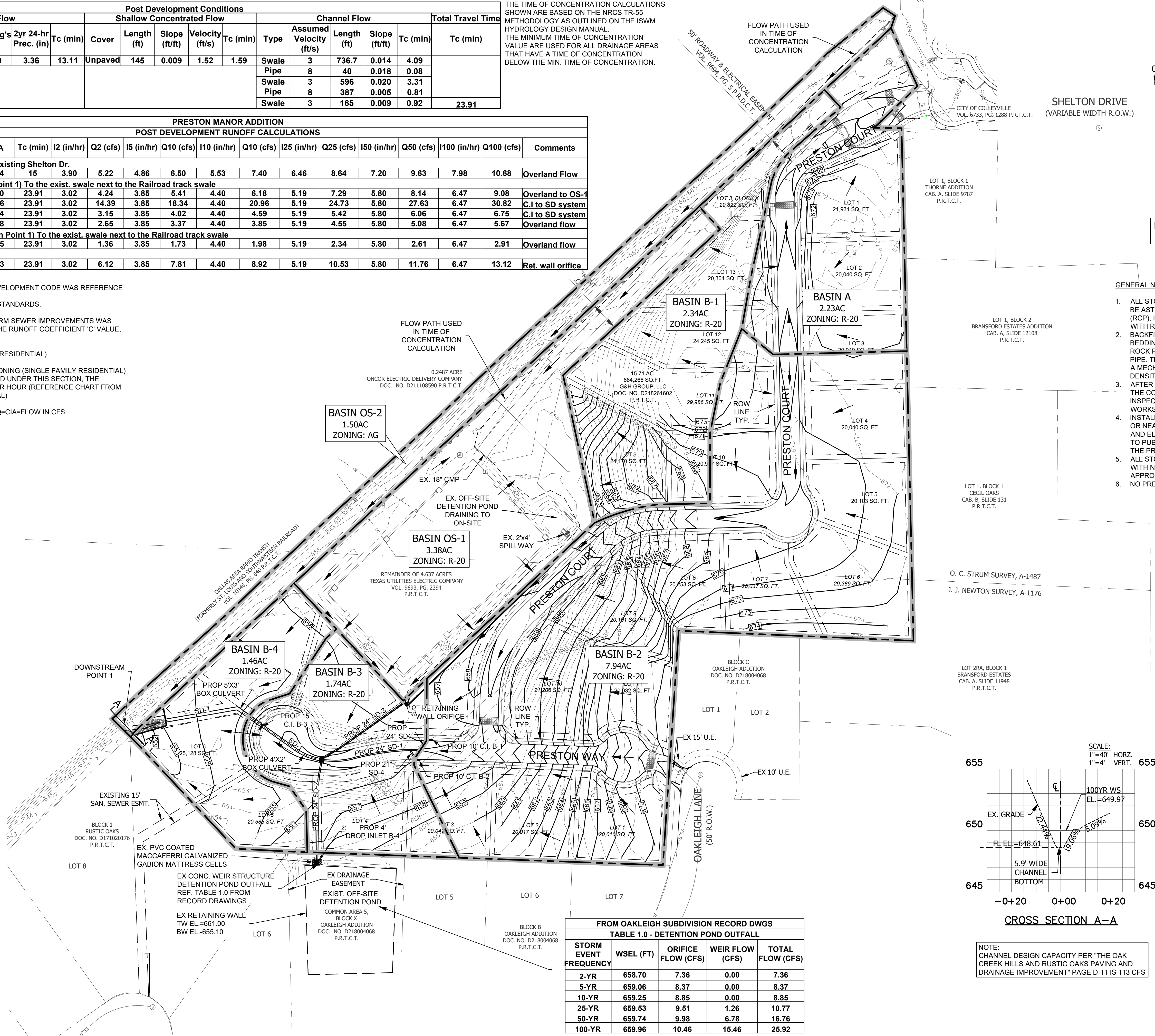
THE TIME OF CONCENTRATION CALCULATIONS SHOWN ARE BASED ON THE NRCS TR-55 METHODOLOGY AS OUTLINED ON THE ISWM HYDROLOGY DESIGN MANUAL. THE MINIMUM TIME OF CONCENTRATION VALUE ARE USED FOR ALL DRAINAGE AREAS THAT HAVE A TIME OF CONCENTRATION BELOW THE MIN. TIME OF CONCENTRATION.

PRESTON MANOR ADDITION																	
POST DEVELOPMENT RUNOFF CALCULATIONS																	
AREA	AREA (ac.)	C	C*A	Tc (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q10 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)	I100 (in/hr)	Q100 (cfs)	Comments
Basin A: Drains north-east to the existing Shelton Dr.																	
A	2.23	0.60	1.34	15	3.90	5.22	4.86	6.50	5.53	7.40	6.46	8.64	7.20	9.63	7.98	10.68	Overland Flow
Basin B: (Drains to Downstream Point 1) To the exist. swale next to the Railroad track swale																	
B-1	2.34	0.60	1.40	23.91	3.02	4.24	3.85	5.41	4.40	6.18	5.19	7.29	5.80	8.14	6.47	9.08	Overland to OS-1
B-2	7.94	0.60	4.76	23.91	3.02	14.39	3.85	18.34	4.40	20.96	5.19	24.73	5.80	27.63	6.47	30.82	C.I to SD system
B-3	1.74	0.60	1.04	23.91	3.02	3.15	3.85	4.02	4.40	4.59	5.19	5.42	5.80	6.06	6.47	6.75	C.I to SD system
B-4	1.46	0.60	0.88	23.91	3.02	2.65	3.85	3.37	4.40	3.85	5.19	4.55	5.80	5.08	6.47	5.67	Overland flow
Basin OS-2: (Drains to Downstream Point 1) To the exist. swale next to the Railroad track swale																	
OS-2	1.50	0.30	0.45	23.91	3.02	1.36	3.85	1.73	4.40	1.98	5.19	2.34	5.80	2.61	6.47	2.91	Overland flow
Basin OS-1: Drains to Basin C																	
OS-1	3.38	0.60	2.03	23.91	3.02	6.12	3.85	7.81	4.40	8.92	5.19	10.53	5.80	11.76	6.47	13.12	Ret. wall orifice

ASSUMPTIONS:
THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE WAS REFERENCE FOR THE CM CALCULATIONS SHOWN.
CHAPTER 14 ENGINEERING DESIGN STANDARDS.

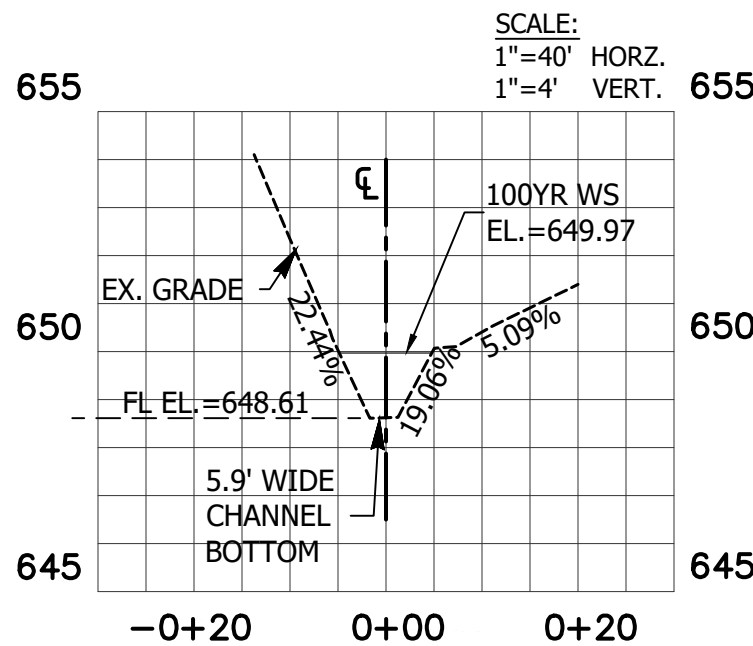
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C=0.30 PER ZONING (UNDEVELOPED)
TC=15 MINUTES - THE MIN. TC PER ZONING (SINGLE FAMILY RESIDENTIAL)
I=STORM INTENSITY IN/HR. AS STATED UNDER THIS SECTION, THE INTENSITY OF RUNOFF IN INCHES PER HOUR (REFERENCE CHART FROM THE FORT WORTH DRAINAGE MANUAL)
A=DRAINAGE AREA IN ACRES
THE RATIONAL METHOD EQUATION Q=CIA=FLOW IN CFS



GENERAL NOTES - STORM DRAINAGE IMPROVEMENTS

- ALL STORM SEWER AND CULVERT PIPE AND FITTINGS SHALL BE ASTM C76, CLASS III, IV, V REINFORCED CONCRETE PIPE (RCP), INSTALLED WITH A BELL AND A SPIGOT AND JOINTED WITH RAM NECK.
- BACKFILL SHALL BE ¾ TO 1" ROCK, 6" MINIMUM FOR THE BEDDING (MORE IF GROUND WATER IS ENCOUNTERED), AND ROCK PLACED UP TO THE CENTER OR SPRING LINE OF THE PIPE. TRENCH SHALL BE EXCAVATED WIDE ENOUGH TO GET A MECHANICAL TAMPER BESIDE THE PIPE TO ACHIEVE 95% DENSITY.
- AFTER COMPLETION OF ALL STORM SEWER INSTALLATION, THE CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE A VIDEOTAPE TO THE PUBLIC WORKS DEPARTMENT INSPECTIONS.
- INSTALL A BENCHMARK ON A DRAINAGE STRUCTURE WITHIN OR NEAR THE SITE. A LETTER INCLUDING THE LOCATION AND ELEVATION OF THE BENCHMARK MUST BE SUBMITTED TO PUBLIC WORKS PRIOR TO THE FINAL ACCEPTANCE OF THE PROJECT AS WELL AS IN THE GIS ASSETS FORM.
- ALL STORM SEWER PIPES LARGER THAN 36" MUST BE WIPED WITH NON-SHRINK GROUT AFTER INSPECTION AND APPROVAL.
- NO PRE-CAST INLETS ARE ALLOWED.



NOTE:
CHANNEL DESIGN CAPACITY PER "THE OAK CREEK HILLS AND RUSTIC OAKS PAVING AND DRAINAGE IMPROVEMENT" PAGE D-11 IS 113 CFS

FROM OAKLEIGH SUBDIVISION RECORD DWGS				
TABLE 1.0 - DETENTION POND OUTFALL				
STORM EVENT FREQUENCY	WSEL (FT)	ORIFICE FLOW (CFS)	WEIR FLOW (CFS)	TOTAL FLOW (CFS)
2-YR	658.70	7.36	0.00	7.36
5-YR	659.06	8.37	0.00	8.37
10-YR	659.25	8.85	0.00	8.85
25-YR	659.53	9.51	1.26	10.77
50-YR	659.74	9.98	6.78	16.76
100-YR	659.96	10.46	15.46	25.92

THE CALCULATIONS SHOWN ARE THE EXISTING SWALE LOCATED NEXT TO THE RAIL ROAD (DOWNSTREAM POINT 1) LOCATED SOUTH-WEST OF THE PROPERTY. THE MANNING EQUATION WAS USED IN CALCULATING THE CHANNEL CAPACITY AND VELOCITY. THE MANNING'S ROUGHNESS COEFFICIENT 'N' VALUE ARE FROM TABLE 3.5 OF THE ISWM HYDRAULICS MANUAL.

THE TOTAL RUNOFF CAPACITY REQUIRED IS BASED ON THE DRAINAGE AREA MAP RUNOFF DRAINING TO THIS POINT. Q100=77.24CFS

Mannings Equations for Channel (Capacity Calculation)				
Slope	A	Wp	Manning's n	Full Capacity
%	sq.ft	ft	n	(cfs)
2.16	72.01	56.38	0.05	371.29

CALCULATED WATER DEPTH=1.65' AT REQUIRED RUNOFF RATE

Mannings Equations for Channel (Capacity Calculation)				
Slope	A	Wp	Manning's n	Full Capacity
%	sq.ft	ft	n	(cfs)
2.16	18.80	20.69	0.05	77.24

FULL VELOCITY CALCULATION BASED ON Q REQUIRED

Mannings Equations for Channel (Velocity Calculation)				
Slope	A	Wp	Manning's n	Full Vel.
%	sq.ft	ft	n	(ft/s)
2.16	18.80	20.69	0.035	5.87

DATE:	
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POST-DEV.
DRAINAGE AREA
MAP

PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

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COMPUTATION SHEET FOR DETERMINING CAPACITY OF CURB OPENING INLET ON GRADE (DEPRESSED)																																							
ON-GRADE INLET CAPACITY CALCULATION TABLE																																							
INLET			DRAINAGE AREA				"So"	Cross Slope	Cross Slope	DEPTH	ALLOW	DEPTH	ALLOW/SPREAD	SPREAD	ALLOW	Equivalent	STREET	MANNING'S	5-YEAR	5-YEAR	5-YEAR	5-YEAR	100-YR.	100-YEAR	100-YEAR	100-YEAR	RIGHT-	DESIGN	DESIGN	INLET	INLET	EFFICIENCY	INLET	5-YEAR	100-YEAR	COMMENTS			
DESIGN POINT	INLET NO.	STATION	AREA NO.	AREA	RUNOFF	CONC.	STREET	OF Pavement	OF Gutter	OF FLOW	DEPTH	OF FLOW	DEPTH	OF FLOW	SPREAD	Cross Slope	SECTION	COEFFICIENT	INTENS.	INTENS.	CARRY-	CARRY-	TOTAL	INTENS.	RUNOFF	CARRYOVER	TOTAL	OF-WAY	STORM	REQUIRED	PROVIDED	L/	L/	E	CAPACITY		CARRYOVER	CARRYOVER	
			AREA 1	%	"c"	TIME	LONG SLOPE	Sx	S'x	Yo		Yo		Sp		Se	(TYPE)	FOR PAVEMENT	(IN/HR)	(CFS)	OVER	GUTTER Q	(IN/HR)	(CFS)	FLOW	GUTTER Q	CAPACITY		L _r	L (FT)	L/L _r			(CFS)	FLOW "q" (CFS)	FLOW "q" (CFS)			
1	2	3	4	5	6	7	8	9	10		11			12		13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33			
B1	B1	Laila Ct. Sta. 2+76.5	B-2	25%	1.99	0.60	15	0.005	0.028	0.28	0.35	0.32	0.40	0.783	17.4	14.0	20.0	50.0	0.28	ROOFTOP	0.018	5.53	6.6	0.0	6.6	7.98	9.5	0.0	9.5	44.9	100-YEAR	9.6	10	1.00	1.00	9.5	0.0	0.0	
B2	B2	Laila Ct. Sta. 2+57.0	B-2	25%	1.99	0.60	15	0.005	0.028	0.28	0.35	0.32	0.40	0.783	17.4	14.0	20.0	50.0	0.28	ROOFTOP	0.018	5.53	6.6	0.0	6.6	7.98	9.5	0.0	9.5	44.9	100-YEAR	9.6	10	1.00	1.00	9.5	0.0	0.0	

SUMP INLET CAPACITY CALCULATION TABLE																												
INLET LOCATION	INLET NO.	GUTTER SLOPE So	CROWN SLOPE Sx	CONTRIBUTING AREAS				RUNOFF COEFF. C	TIME OF CONCEN. (MIN.)	DESIGN FREQUENCY	INTENSITY (IN.HR)	PEAK FLOW (CFS)	ROW CAPACITY (CFS)	CARRY OVER (CFS)	GUTER FLOW Qo	n=.013 n=.016 0.56/n	1/Fo	So^(.5)	DEPTH OF GUTTER FLOW Yo FT	DEPTH OF DEPRESSION a FT	DEPTH OF FLOW AT OPENING Y FT	CAPACITY OF INLET PER FOOT OF LENGTH Q/L CFS/FT	LENGTH OF INLET OPENING L OR P FT	CAPACITY OF INLET Q CFS	CARRY-OVER INTO OVER FLOW CFS	PERCENT Q100 CAPTURED BY INLET %	NOTES	
				AREA		AREA 2	%																					AREA (ACRES)
				1	%																							
		FT/FT	FT/FT												CFS													
Laila Ct. 0+00 40 RT. (Low Point)	1	2	3												4				5	6	7	8	9	10	11	12	13	
	B3	0.0050	0.02	B-4	100%	B-2	50%	5.43	0.60	15	100-YEAR	7.98	26.0	55.3	0.0	26.0	35.0	50.0	0.07	0.56	0.333	0.89	2.52	15.0	37.8	0.00	100.00%	
Drop Inlet	B4	0.0050	0.02	OS-S	100%	X	100%	7.49	0.60	30	100-YEAR	5.77	25.9	40.3	0.0	25.9	35.0	50.0	0.07	0.56	0.333	0.89	2.52	16.0	40.3	0.00	100.00%	

PROPOSED CONDITIONS HYDRAULIC CALCULATIONS																																																			
FROM	TO	PIPE LENGTH	DRAINAGE AREA						RUNOFF	INCR	TOTAL	TIME OF CONCEN.			5-YEAR	100-YEAR	Q-5	Q-100	INLET BYPASS	Q	PIPE	BOX CULVERT				n	Sf	HGL		HEAD LOSS CALCULATIONS										DESIGN	INVERT ELEV		T/C	COMMENTS							
			INCREMENTAL				AREA	TOTAL AREA				"C"	CA	CA								INLET	TRAVEL	TOTAL	INTENSITY			INTENSITY	RUNOFF	RUNOFF	Q IN ROW	PIPE	SIZE			D/S	U/S	V1(IN)	V2(OUT)		V1÷2g	V2÷2g			Kj	KjV1÷2g	Hk	HGL	FROM	TO	ELEV
			Area 1	%	Area 2	%																																													
1	2	3	4				5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19a		20	21	22	23	24	25	26	27	28	29	30	31	33	32	34													
STORM DRAIN LINE "SD-1"																																																			
463.9	444.8	19.1	B-2	25%	X	100%	1.99	1.99	0.60	1.19	1.19	15.0	0.1	15.1	4.9	8.0	5.8	9.5	0.0	9.5	24	-	-	0.013	0.0018	652.82	652.86	0.00	3.02	0.00	0.14	1.25	0.00	0.18	653.03	651.59	651.41	657.24	Partial Flow												
444.8	425.5	19.3	X	100%	X	100%	0.00	1.99	0.60	0.00	1.19	15.1	0.1	15.2	4.8	8.0	5.8	9.5	0.0	9.5	24			0.013	0.0018	654.29	654.32	3.02	3.02	0.14	0.14	0.43	0.06	0.10	654.42	651.41	651.23	657.24	Partial Flow												
425.5	280.4	145.1	B-2	25%	X	100%	1.99	3.97	0.60	1.19	2.38	15.2	0.4	22.56	4.8	7.9	11.5	18.9	0.0	18.9	24			0.013	0.0070	652.82	653.83	3.02	6.02	0.14	0.56	0.75	0.11	0.46	654.29	651.23	649.87	657.24	Partial Flow												
280.4	167.2	113.2	B-1	100%	OS-1	100%	7.97	11.94	0.60	4.78	7.16	22.56	0.3	22.87	4.0	6.7	28.5	47.7	0.0	47.7		4	2	0.013	0.0027	652.10	652.41	6.02	5.97	0.56	0.55	0.25	0.14	0.41	652.82	649.87	649.53	655.10	Partial Flow												
167.2	118.6	48.6	B-3	100%	B-2	50%	5.71	17.65	0.60	3.43	10.59	22.87	0.2	23.05	4.0	6.6	41.9	70.1	0.0	70.1		5	3	0.013	0.0009	651.96	652.00	5.97	4.68	0.55	0.34	0.50	0.28	0.10	652.10	649.53	649.44	654.50	Partial Flow												
118.6	0	118.6	X	100%	X	100%	0.00	17.65	0.60	0.00	10.59	23.05	0.4	23.47	3.9	6.6	41.7	69.8	0.0	70.1		5	3	0.013	0.0009	651.63	651.74	4.68	4.68	0.34	0.34	0.35	0.12	0.22	651.96	649.44	649.20	654.50	Partial Flow												
STORM DRAIN LINE "SD-2"																																																			
167.3	0	167.3	X	100%	X	100%	-	-	-	-	-	22.56	0.3	22.90	-	-	-	25.9	0.0	25.9	24	-	-	0.013	0.0131	651.87	654.07	0.00	8.25	0.00	1.06	1.25	0.00	1.32	655.39	651.19	649.87	657.02	Partial Flow												
STORM DRAIN LINE "SD-3"																																																			
162.5	0	162.5	B-1	100%	OS-1	100%	5.72	5.72	0.60	3.43	3.43	22.19	0.4	22.56	4.0	6.7	13.8	23.1	0.0	23.1	24	-	-	0.013	0.0104	651.46	653.15	0.00	7.35	0.00	0.84	1.25	0.00	1.05	654.20	651.55	649.87	653.55	Partial Flow												
STORM DRAIN LINE "SD-4"																																																			
19.2	0	19.2	B-2	25%	X	100%	1.99	1.99	0.60	1.19	1.19	15.0	0.1	15	4.9	8.0	5.8	9.5	0.0	9.5	21	-	-	0.013	0.0036	652.11	652.18	0.00	3.95	0.00	0.24	1.25	0.00	0.30	652.48	651.74	651.35	657.11	Partial Flow												

STORM DRAIN LINE SD-2 WAS DESIGNED TO HANDLE THE CAPACITY OF THE PEAK STORM RUNOFF ENTERING THE SYSTEM FROM THE OAKLEIGH SUBDIVISION OFF-SITE DETENTION. 25.92CFS WILL BE RELEASED IN THE 100-YR STORM EVENT CONDITION AT APPROXIMATELY 60 MIN. INTO THE 100-YR STORM EVENT.
RECORD SHEETS C-14 & C-15 FROM THE OAKLEIGH SUBDIVISION PLAN SET WAS REFERENCED TO DETERMINE THIS VALUE.

THE PEAK STORM RUNOFF FOR "PRESTON MANOR" WILL OCCUR AT 22.85 MINUTES
THE POND RUNOFF AT THE PEAK STORM RUNOFF FOR "PRESTON MANOR" IS 8.98 CFS.

STORM DRAIN SD-2 ASSUMPTIONS:
THE CRITICAL INLET TIME FOR LINE SD-2 IS 22.90 MIN. THIS IS BASED ON THE TIME OF CONCENTRATION FOR THE DOWNSTREAM SD LINE SD-1 AT STA 2+80.4 MH JUNCTION + (PLUS) THE TRAVEL TIME FROM THE MH JUNCTION UPSTREAM TO THE 4' DROP INLET.

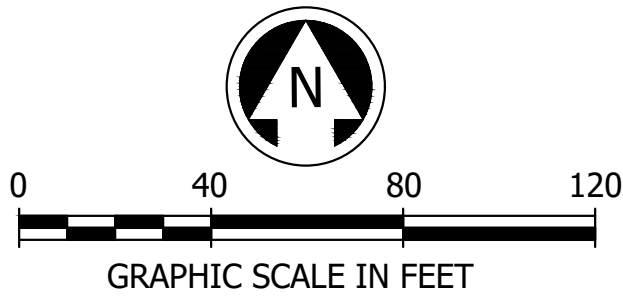
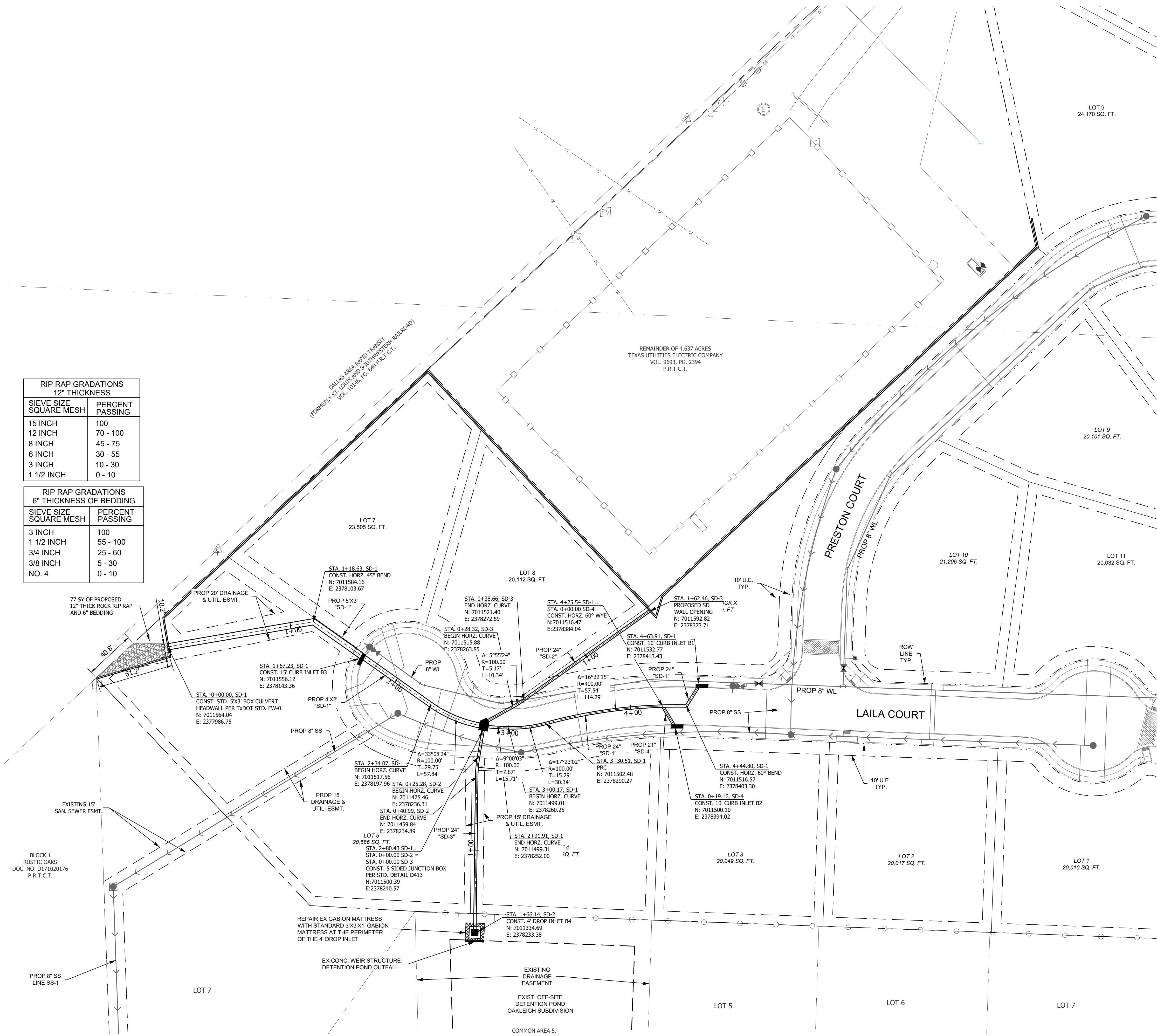
THE OFF-SITE OAKLEIGH SUBDIVISION RECORD DWGS WAS REFERENCE TO DETERMINE THE Q BEING RELEASED FROM THE DETENTION POND AT THIS TIME. FROM TABLE 1.2 THE STORAGE VOLUME IS 50,118.03 FT^3 AT THE 22.90 MIN. TC. AT THIS STORAGE VOLUME FROM TABLE 1.1 WE CAN CALCULATE THE WSEL TO BE 659.31' WHICH IS ABOVE THE ORIFICE AND BELOW THE WEIR. MEANING THAT THE Q RELEASED IS UNDER ORIFICE ONLY CONDITIONS.
THE ORIFICE EQUATION USED TO DETERMINE THE RUNOFF IS UNDER THE SAME ASSUMPTIONS AS THE OAKLEIGH SUBDIVISION RECORDS. BELOW ARE THE CALCULATIONS. 8.98CFS IS ENTERING STORM DRAIN LINE SD-2 AT THE CRITICAL TIME OF CONCENTRATION FOR THE PRESTON MANOR ADDN. SYSTEM.

Orifice Equation=c*A*Sqrt(2*g*h)	
c=	0.6
A=	1.375 SF
g=	32.2 ft/sec^2
h=WSEL-Centroid=WSEL-657.47	
Weir Equation=	8.98cfs

FROM OAKLEIGH SUBDIVISION RECORD DWGS						FROM OAKLEIGH SUBDIVISION RECORD DWGS				
TABLE 1.1 - POST-PROJECT RESULTS SUMMARY TABLE						TABLE 1.2 - DETENTION VOLUME				
Storm Event	Qin, Max (cfs)	Qout, Max (cfs)	Qout, Allowable (cfs)	WSELmax (ft)	Vmax (ac-ft)	Storm	Inflow	Outflow	Storage ft³	
						10	52182	24872	27310	
Normal Pool	---	---	---	657.34	2.99	15	67534	28771	38763	
	2-YR	29.88	7.36	8.81	658.7	0.79	30	79580	40466	57114
	5-YR	38	8.37	12.5	659.06	1.00	40	110903	48263	62639
	10-YR	43.37	8.85	15.17	659.25	1.11	50	121426	56060	65366
	25-YR	51.02	10.77	19.09	659.53	1.27	60	130114	63857	66257
50-YR	57.02	16.76	22.2	659.74	1.39	70	137513	71654	65859	
100-YR	63.53	25.92	25.99	659.96	1.52	80	143961	79451	64509	

RIP RAP GRADATIONS 12" THICKNESS	
SIEVE SIZE SQUARE MESH	PERCENT PASSING
15 INCH	100
12 INCH	70 - 100
8 INCH	45 - 75
6 INCH	30 - 55
3 INCH	10 - 30
1 1/2 INCH	0 - 10

RIP RAP GRADATIONS 6" THICKNESS OF BEDDING	
SIEVE SIZE SQUARE MESH	PERCENT PASSING
3 INCH	100
1 1/2 INCH	55 - 100
3/4 INCH	25 - 60
3/8 INCH	5 - 30
NO. 4	0 - 10



LEGEND

- PROPOSED WATER LINE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- 8"W EXISTING WATER LINE
- 8"W EXISTING GATE VALVE
- 8"W EXISTING FIRE HYDRANT
- PROPOSED SAN. SEWER LINE
- PROPOSED SAN. SEWER MANHOLE
- PROPOSED STORM SEWER LINE
- 8"SS EXISTING SAN. SEWER LINE
- 8"SS EXISTING SAN. SEWER MANHOLE

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OVERALL
STORM DRAIN
PLAN

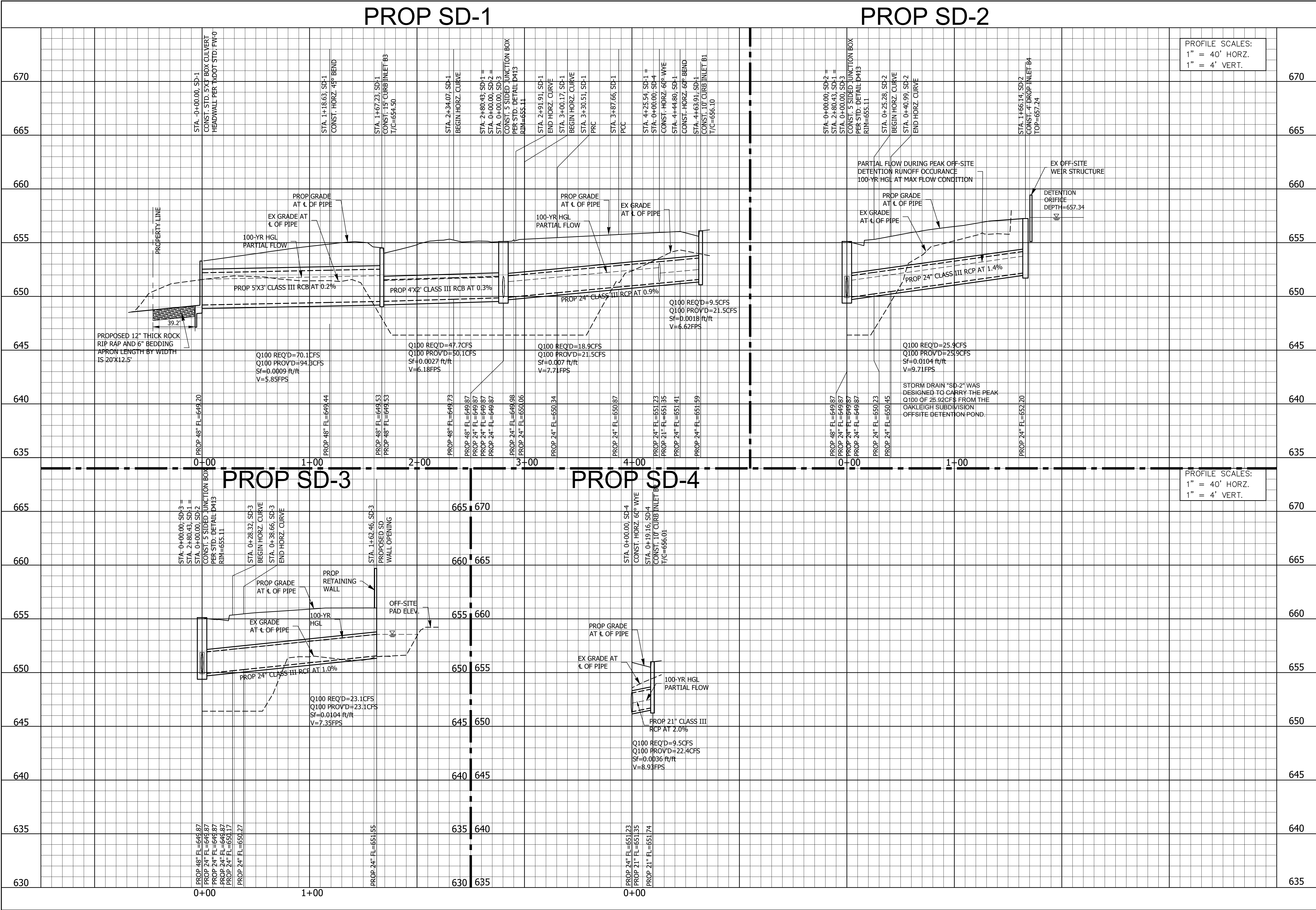
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CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

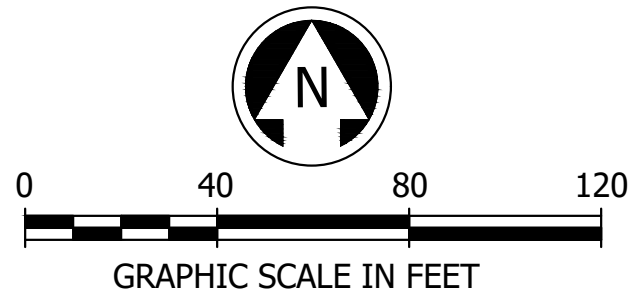
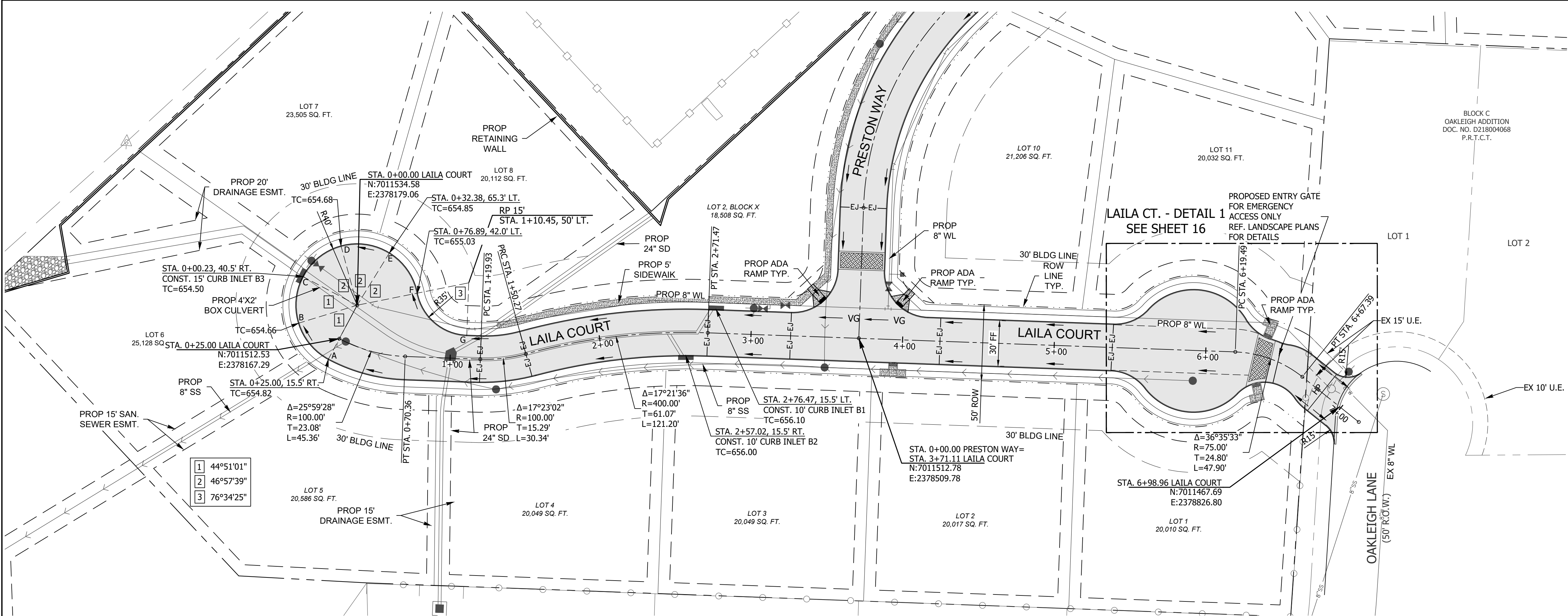
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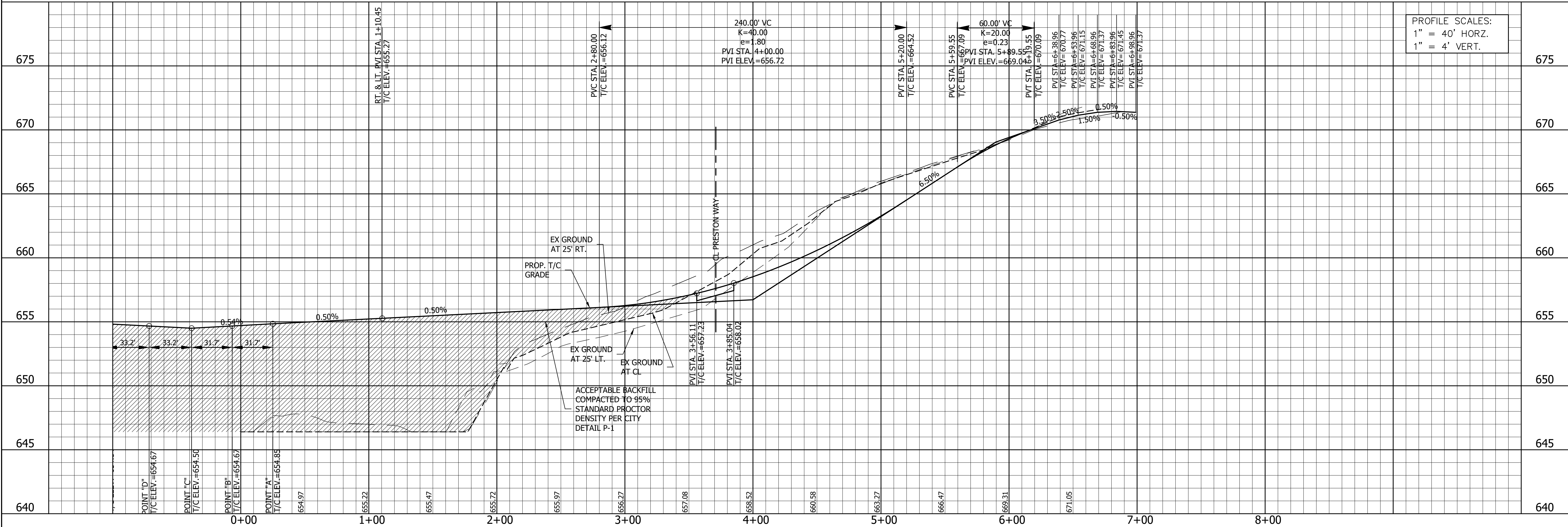


LEGEND

- PROPOSED ROAD PAVEMENT REF. PAVING DETAIL SHEET
- DEVELOPER CONSTRUCTED SIDEWALK REF. PAVING DETAIL SHEET
- EJ-EJ-EJ- EXPANSION JOINT

NOTE:
ALL INTERNAL SIDEWALK WILL BE
CONSTRUCTED BY HOMEBUILDER.

LAILA COURT



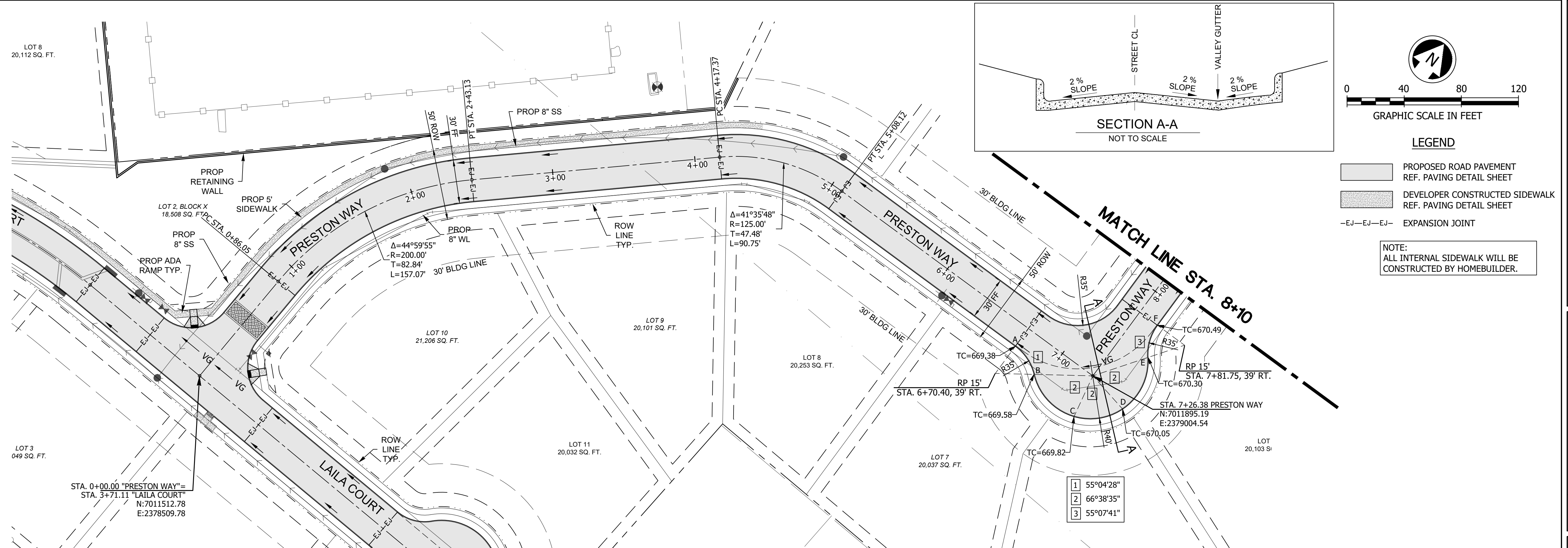
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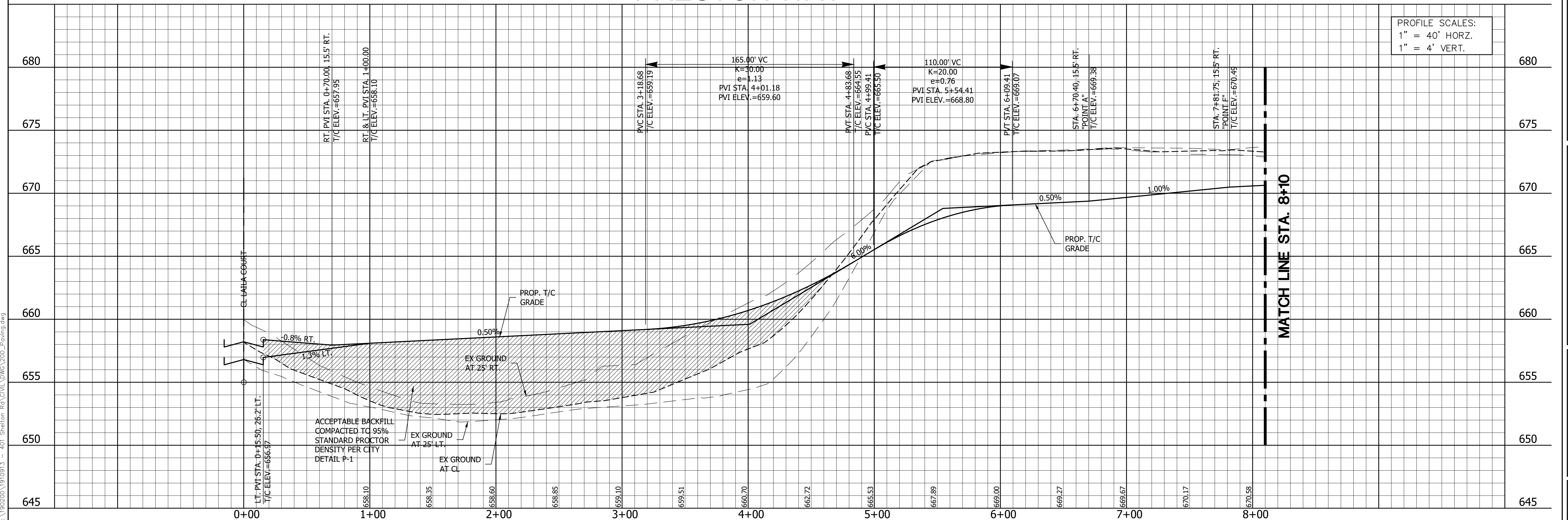
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STA. 0+00 TO END

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PRESTON WAY



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CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

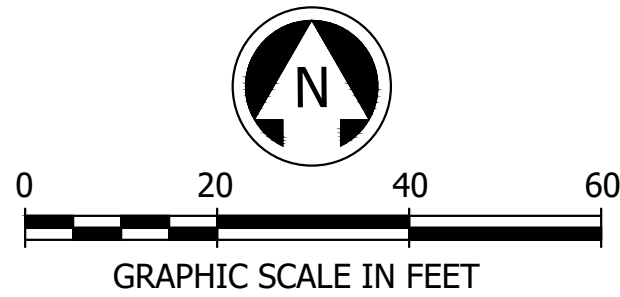
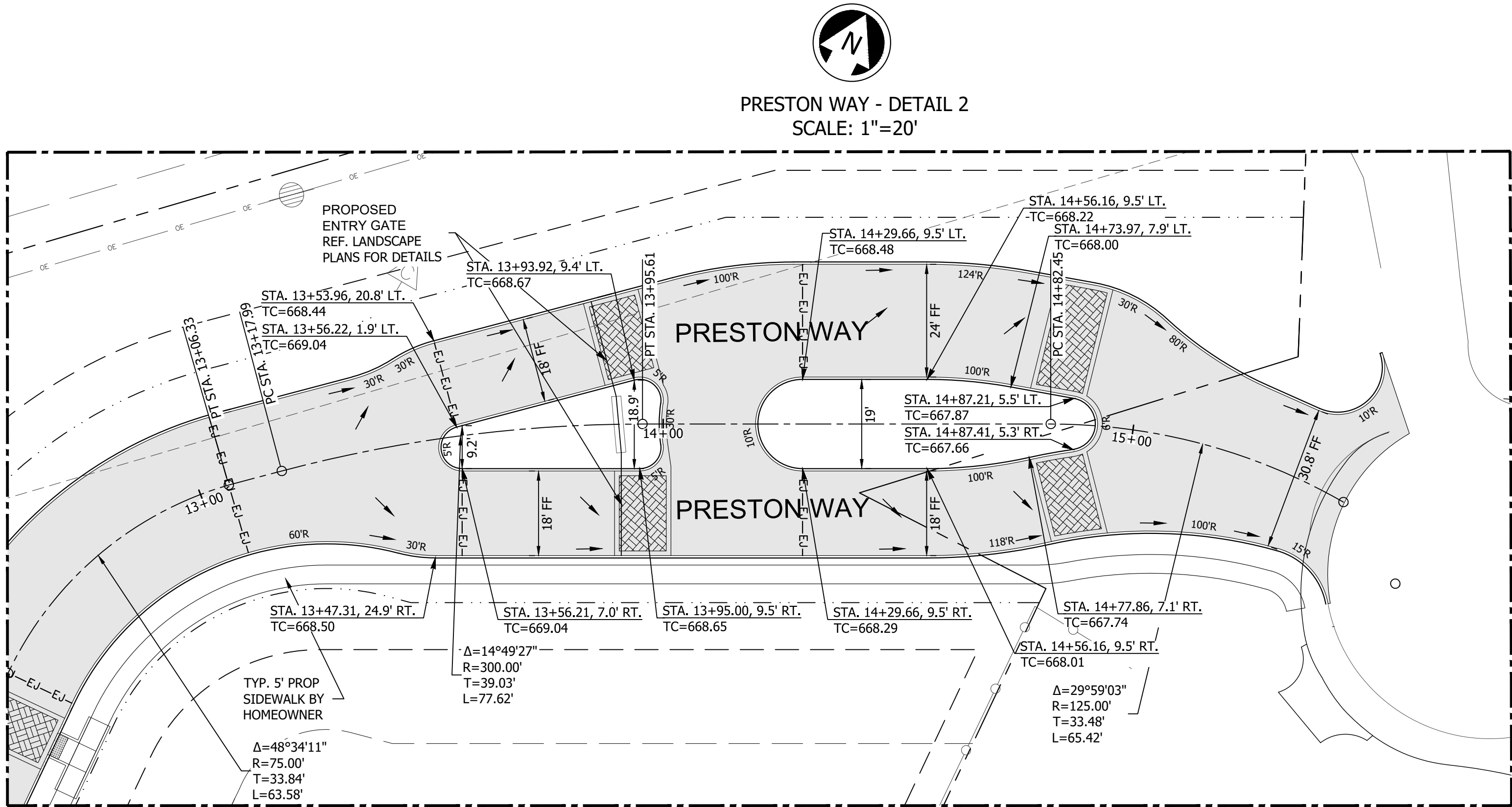
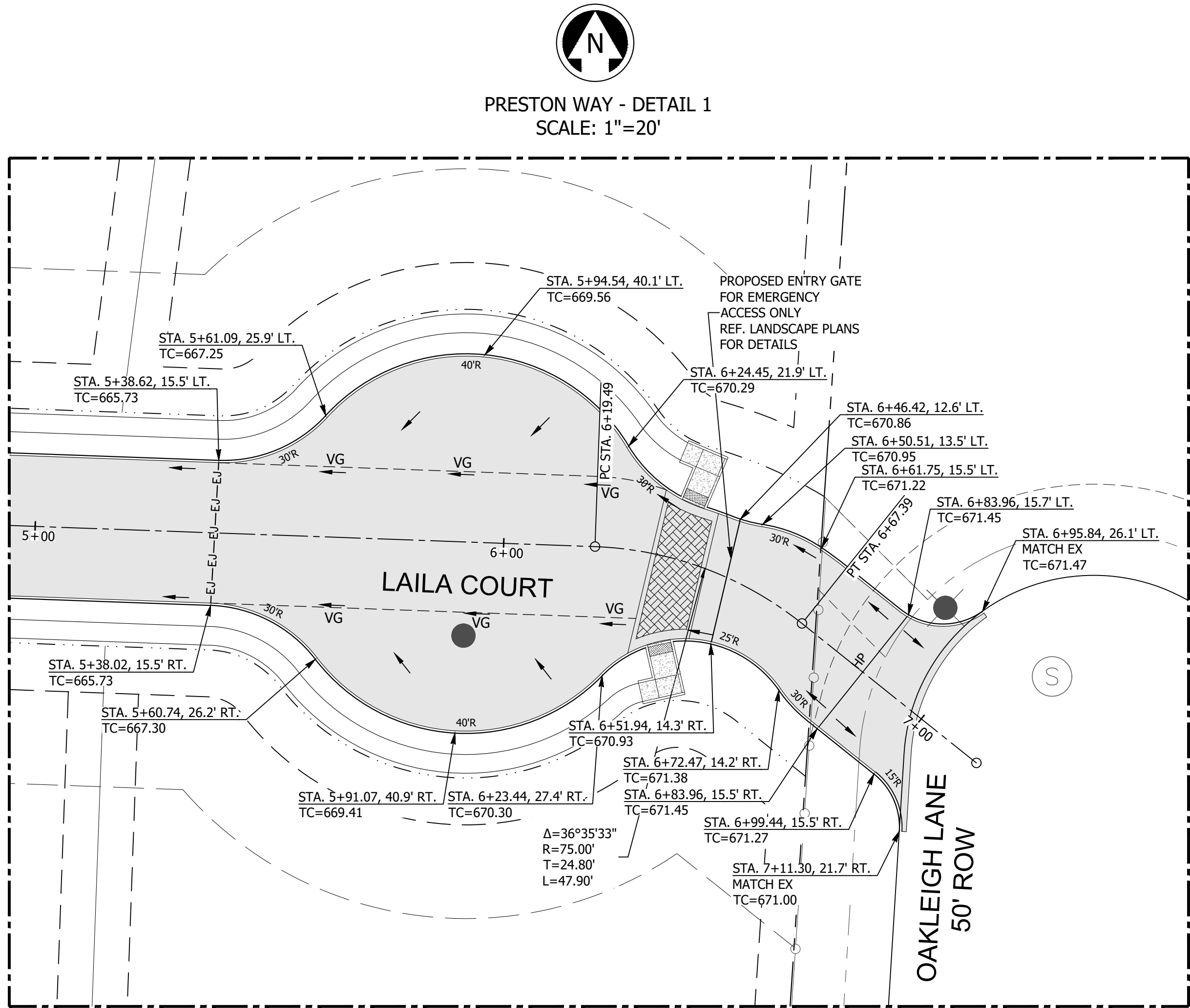
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LEGEND

- PROPOSED ROAD PAVEMENT
REF. PAVING DETAIL SHEET
- DEVELOPER CONSTRUCTED SIDEWALK
REF. PAVING DETAIL SHEET
- EJ-EJ-EJ- EXPANSION JOINT

NOTE:
ALL INTERNAL SIDEWALK WILL BE
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PAVING MEDIAN DETAILS

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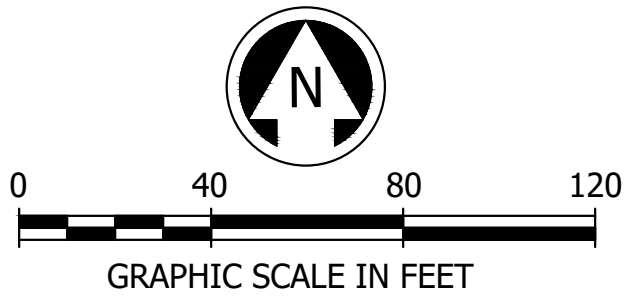
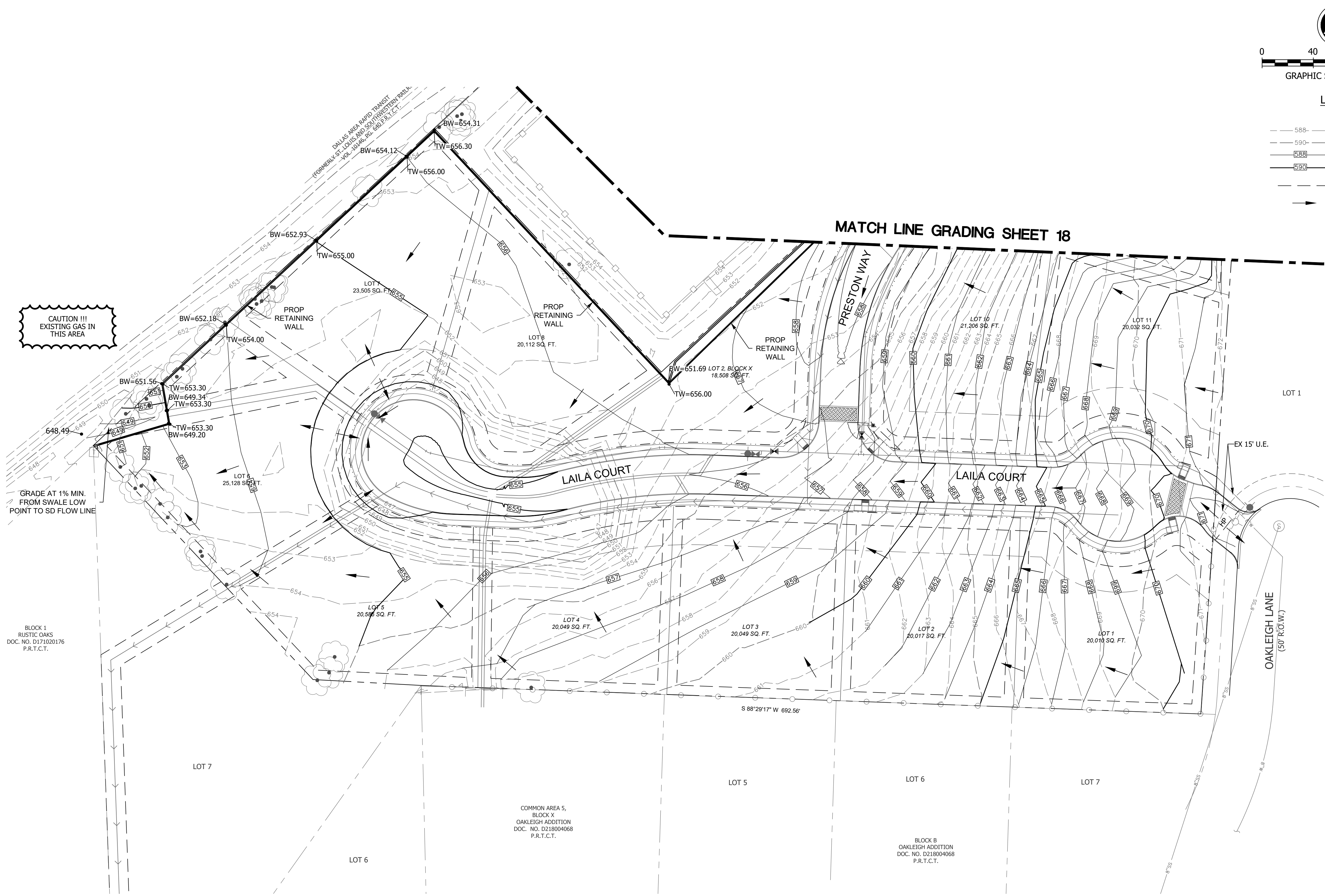
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LEGEND

- 588- EXISTING CONTOUR MINOR
- 590- EXISTING CONTOUR MAJOR
- 588- PROPOSED CONTOUR MINOR
- 590- PROPOSED CONTOUR MAJOR
- High Point
- DRAINAGE DIVIDE
- Flow Arrow

CAUTION !!!
EXISTING OVERHEAD
ELECTRIC IN THIS
AREA

CAUTION !!!
EXISTING GAS IN
THIS AREA

CAUTION !!!
EXISTING UNDERGROUND
TELEPHONE CABLE LINE IN
THIS AREA

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TBL# Firm No.: 10090800

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ENGINEERS + SURVEYORS

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GRADING PLAN 1 OF 3

**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

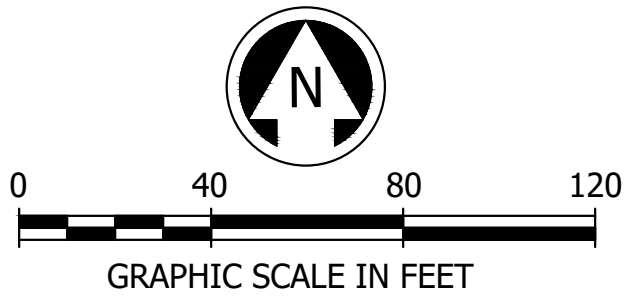
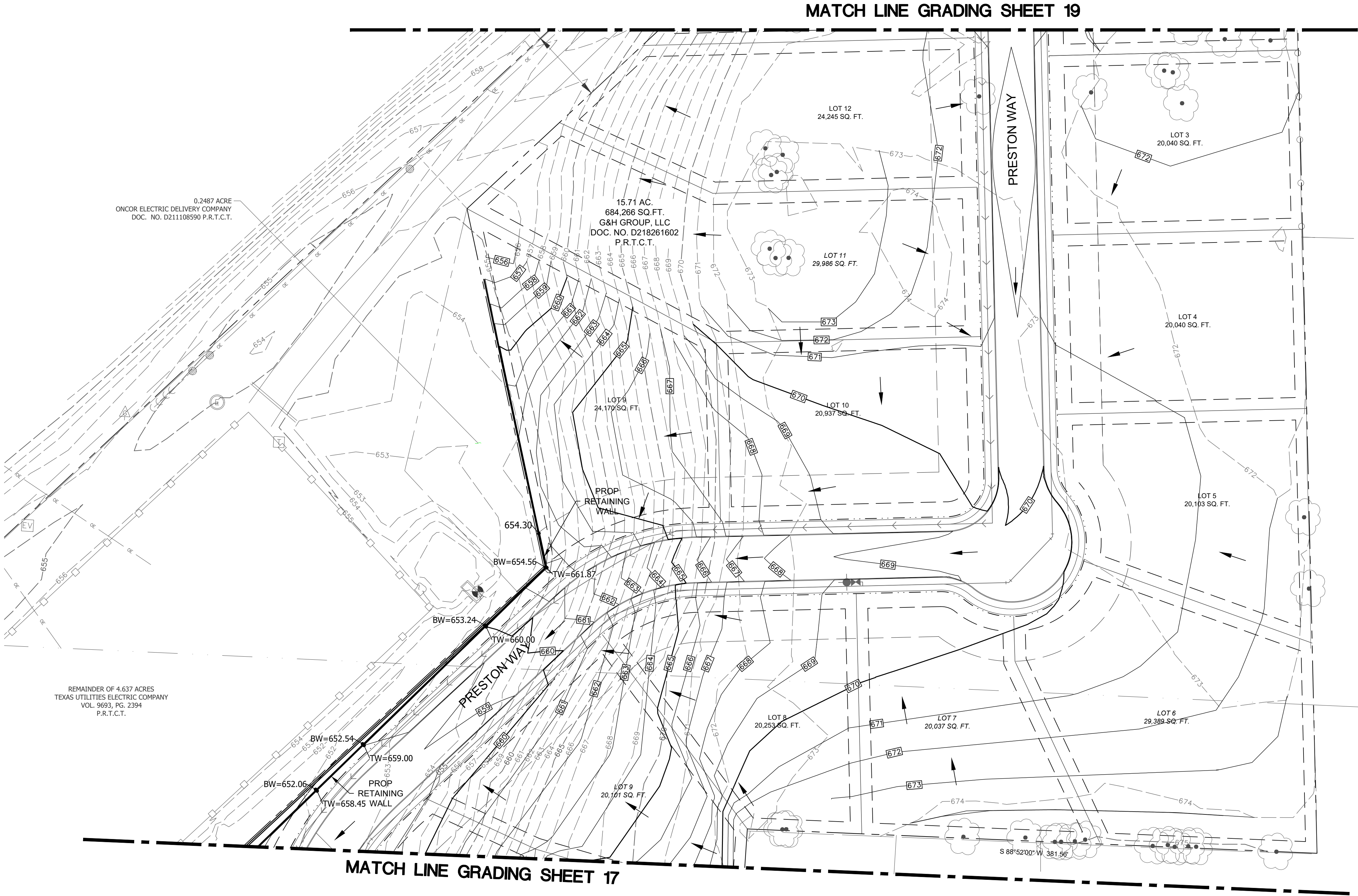
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CAUTION !!!
EXISTING OVERHEAD
ELECTRIC IN THIS
AREA

CAUTION !!!
EXISTING GAS IN
THIS AREA

CAUTION !!!
EXISTING UNDERGROUND
TELEPHONE CABLE LINE IN
THIS AREA

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TIFPE Firm No.: 20
TBLFS Firm No.: 10090800

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GRADING PLAN 2 OF 3

**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

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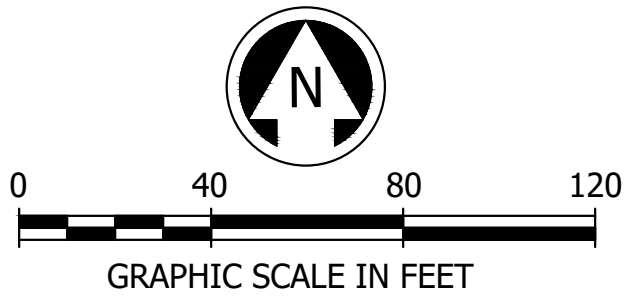
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LEGEND

- 588- EXISTING CONTOUR MINOR
- 590- EXISTING CONTOUR MAJOR
- 588- PROPOSED CONTOUR MINOR
- 590- PROPOSED CONTOUR MAJOR
- HIGH POINT
- DRAINAGE DIVIDE
- FLOW ARROW

CAUTION !!!
EXISTING OVERHEAD
ELECTRIC IN THIS
AREA

CAUTION !!!
EXISTING GAS IN
THIS AREA

CAUTION !!!
EXISTING UNDERGROUND
TELEPHONE CABLE LINE IN
THIS AREA

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GRADING PLAN 3 OF 3

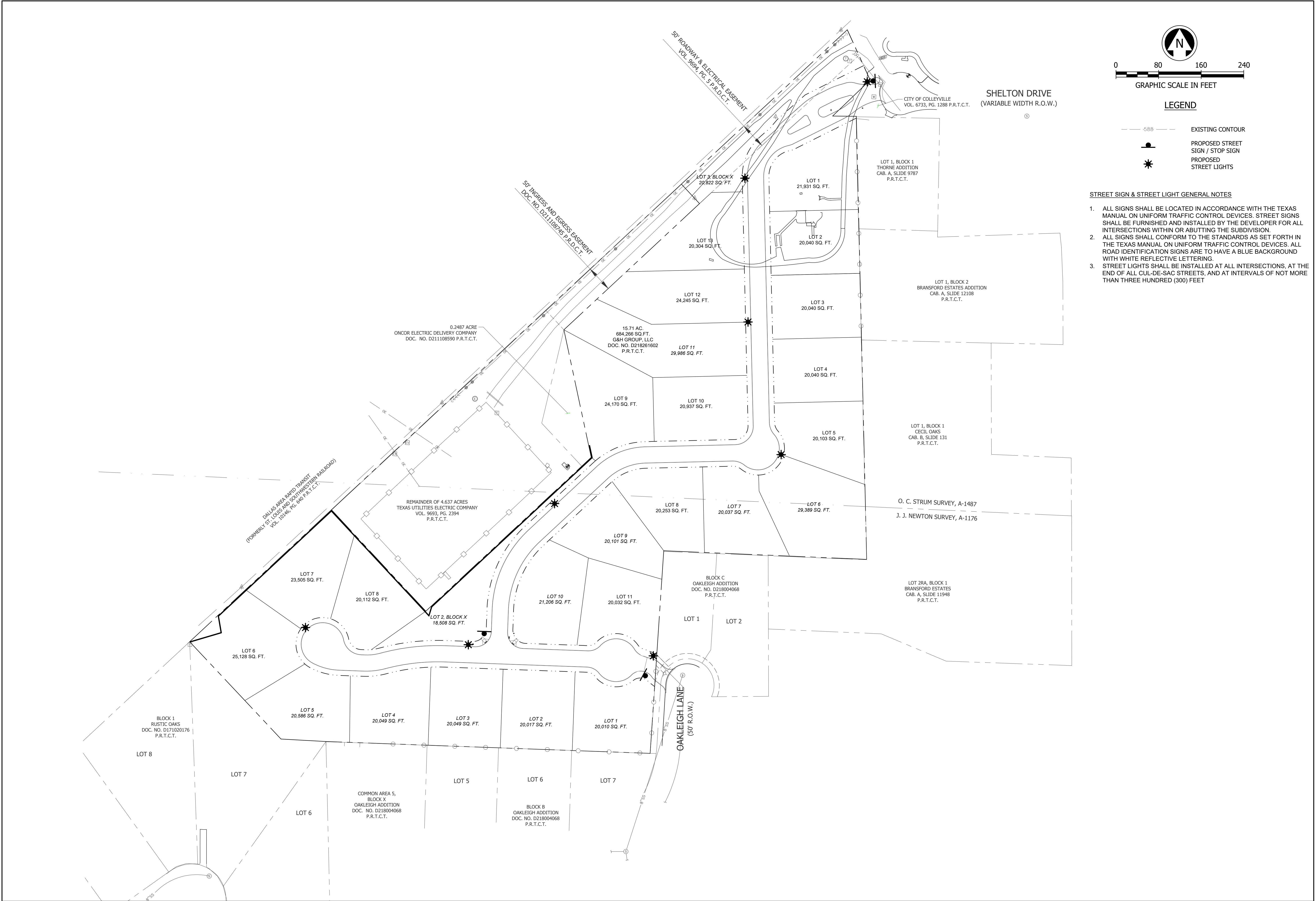
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Tel: 817.335.9900 Fax: 817.335.9955
TBP#E Firm No.: 2011000000
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OVERALL STREET LIGHT AND SIGN PLAN

**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

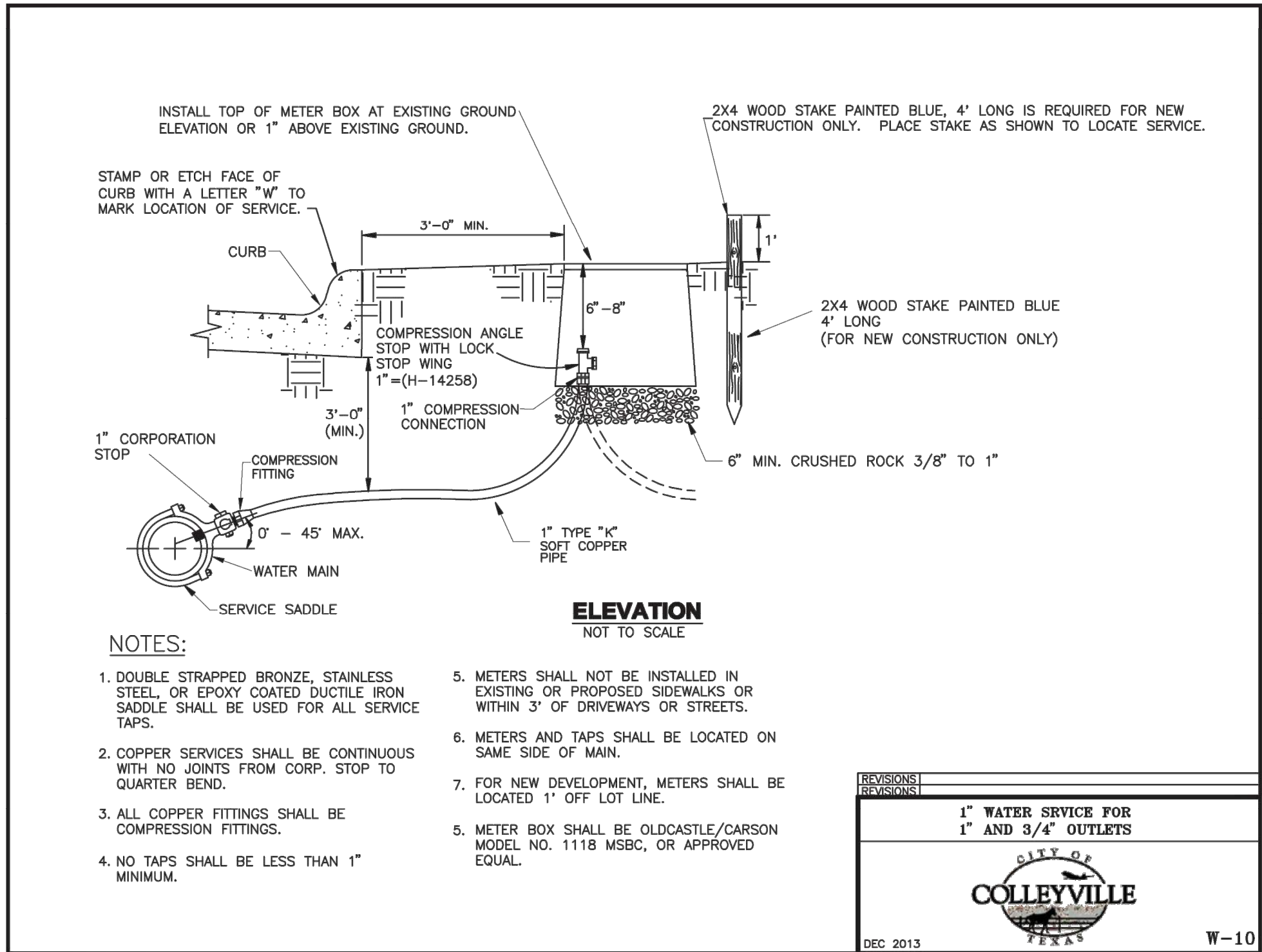
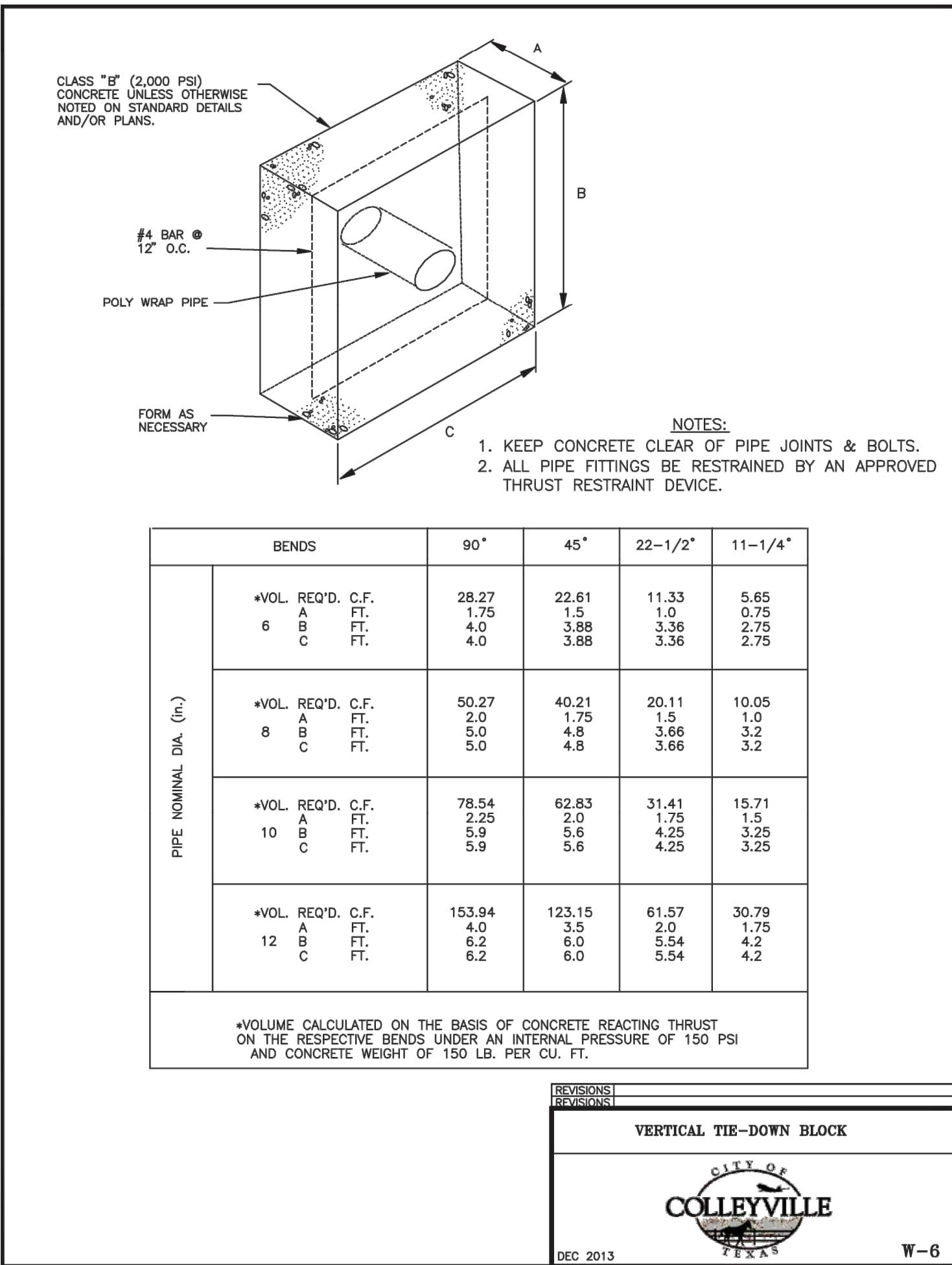
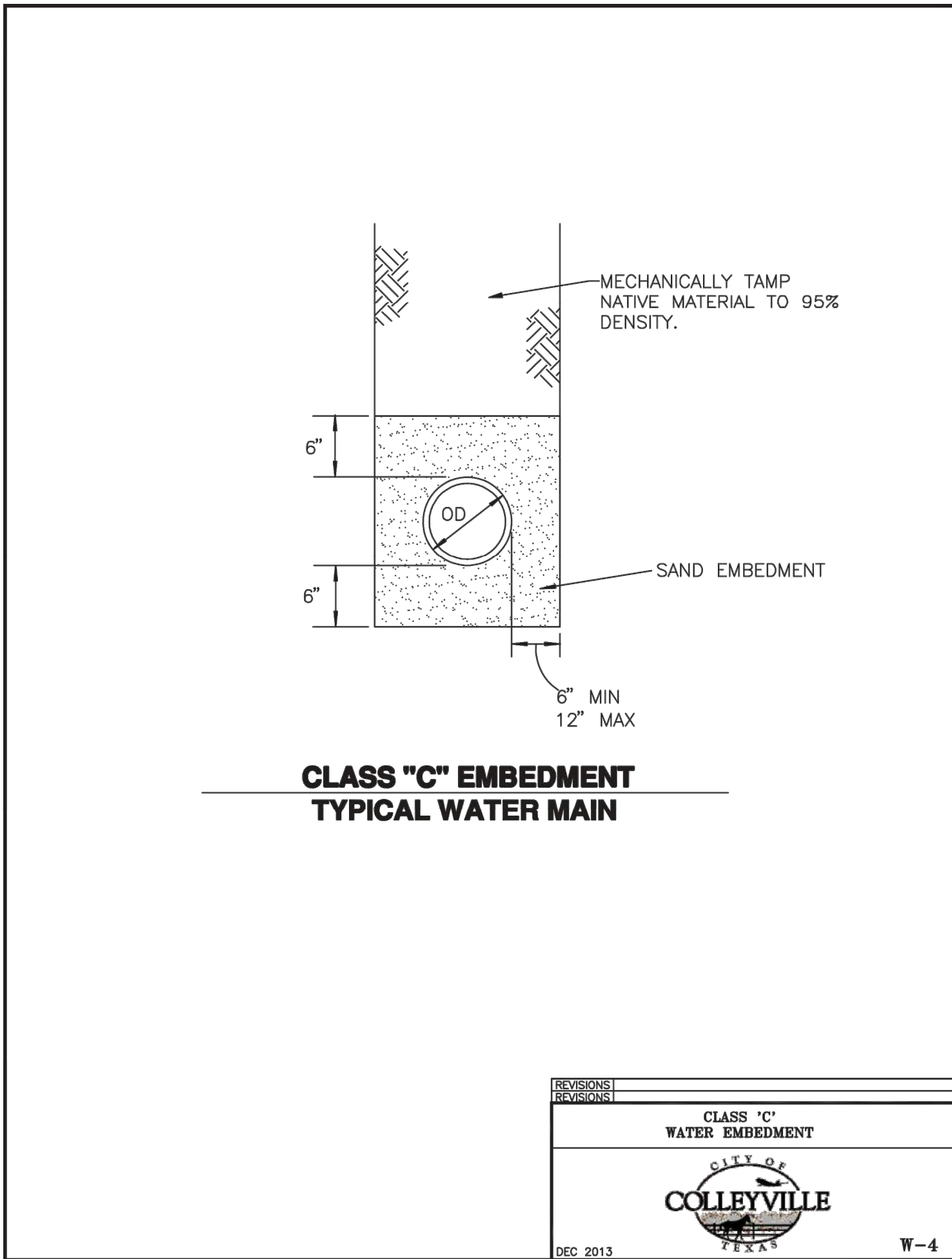
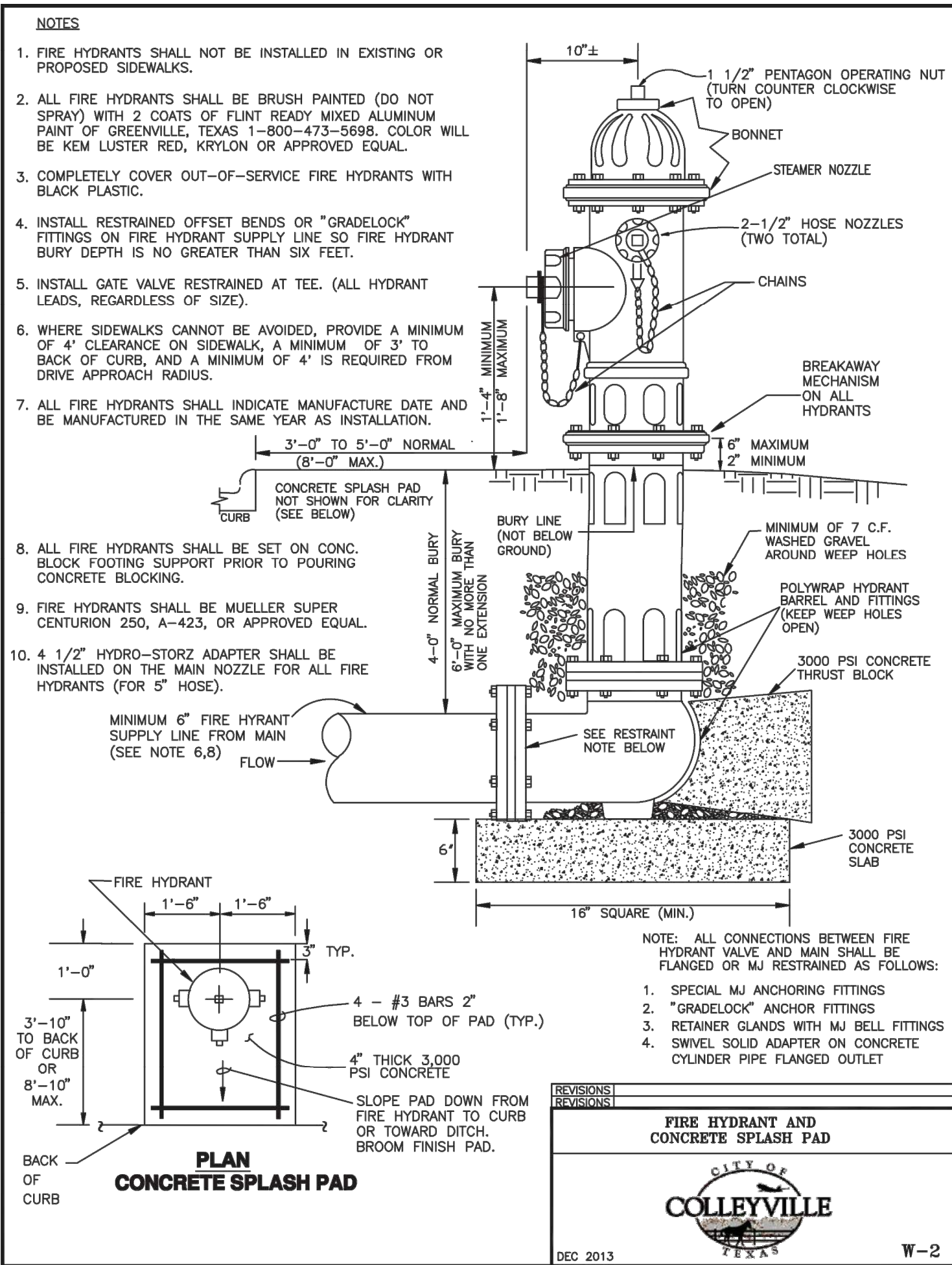
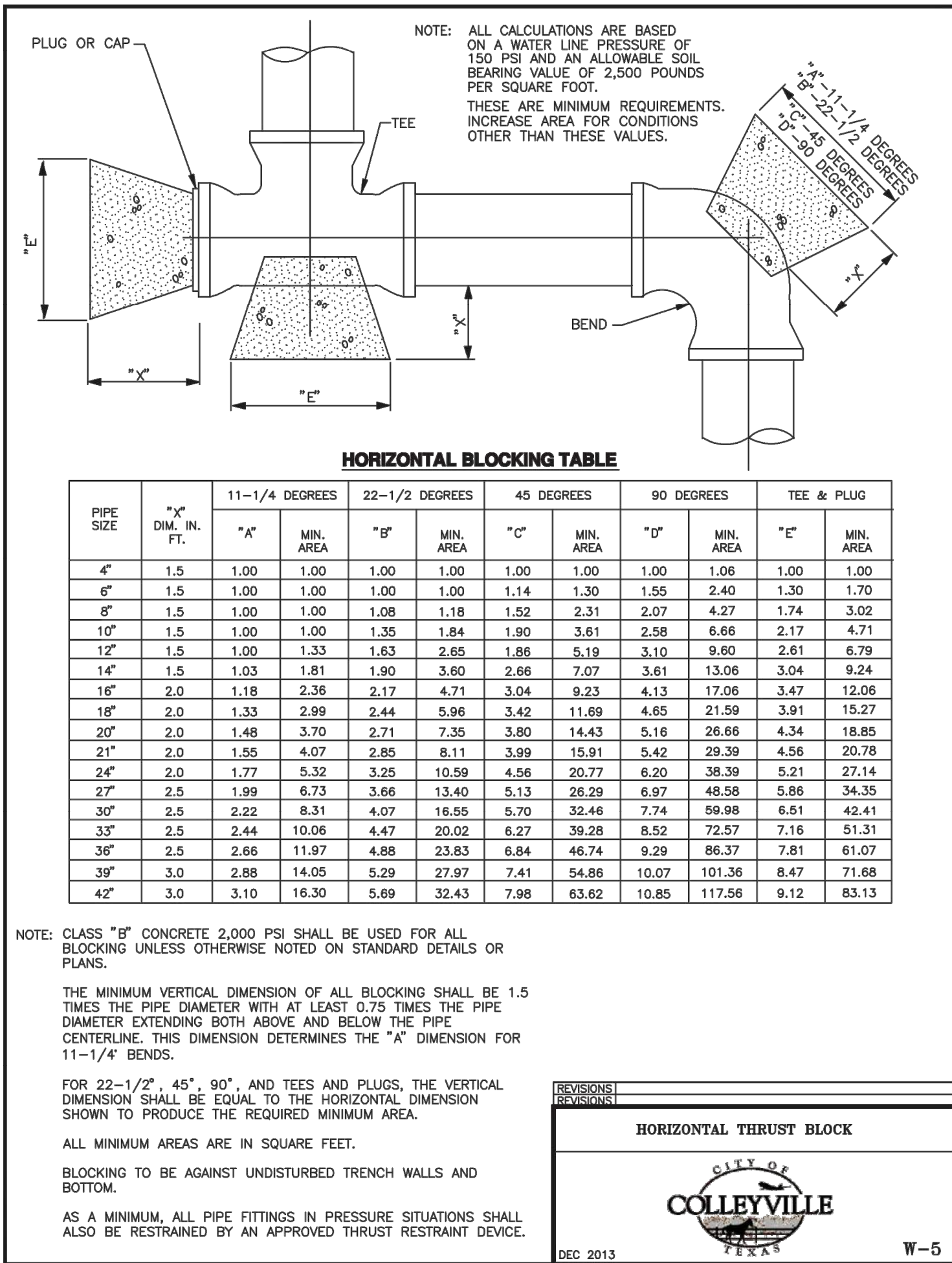
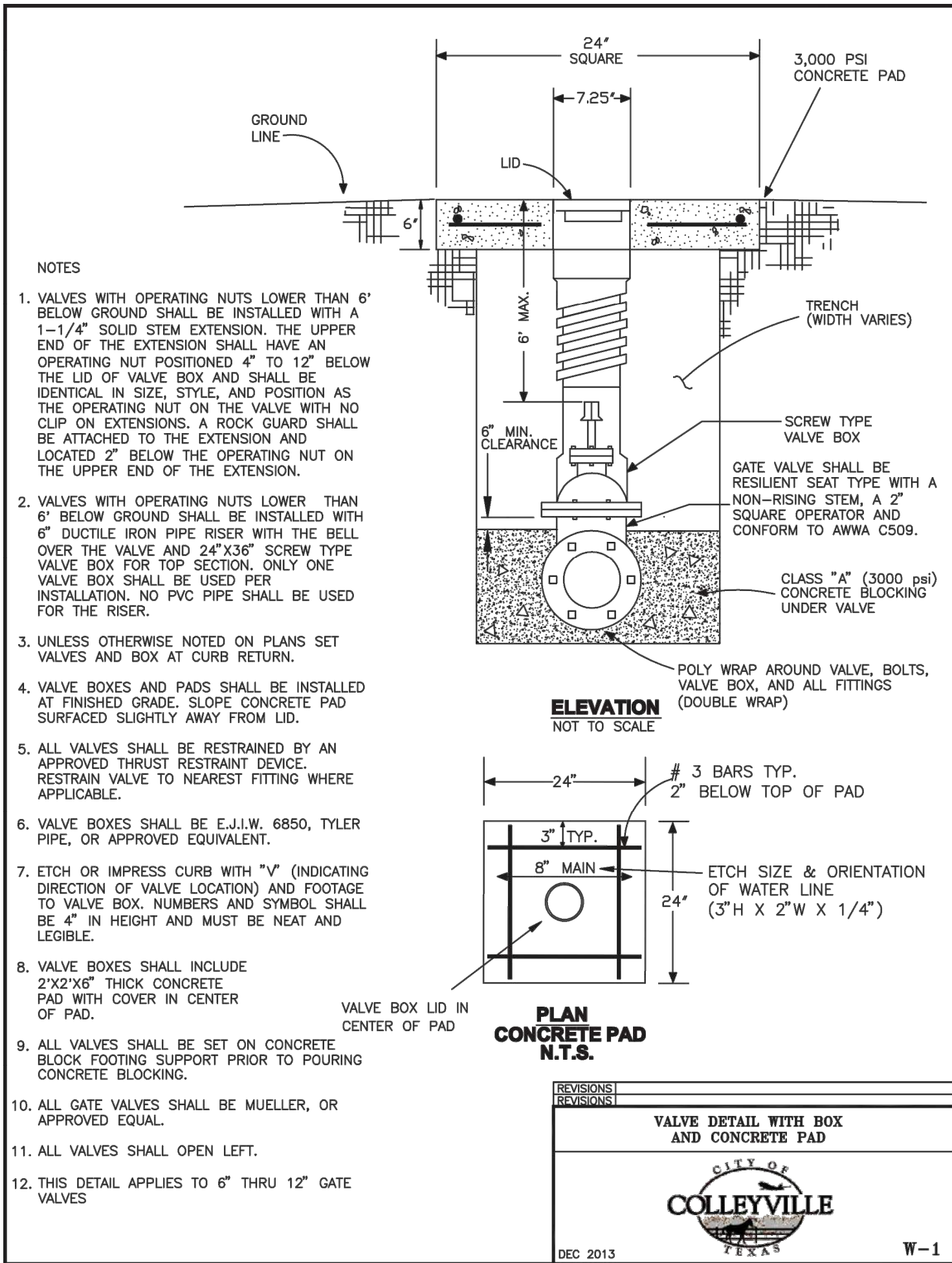
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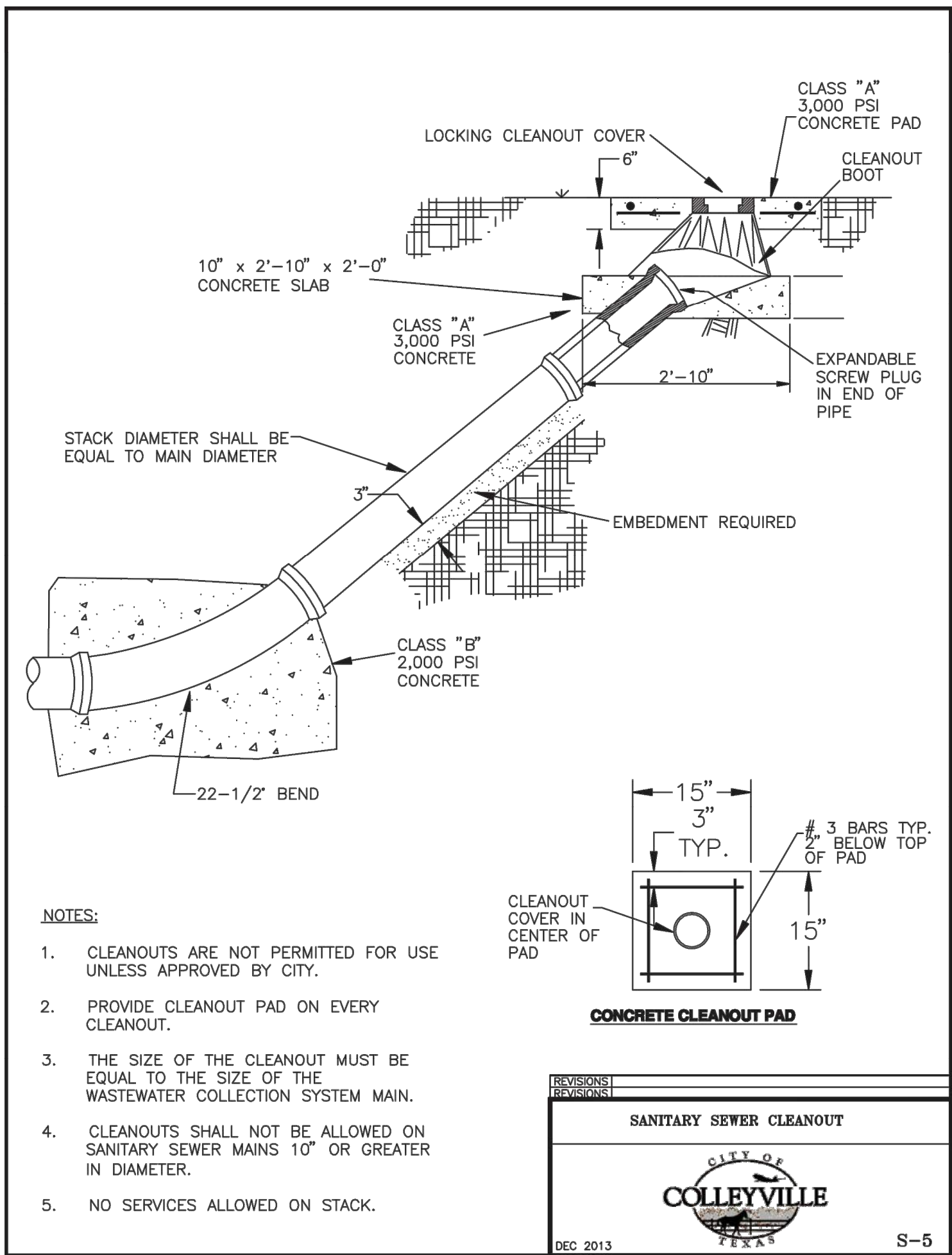
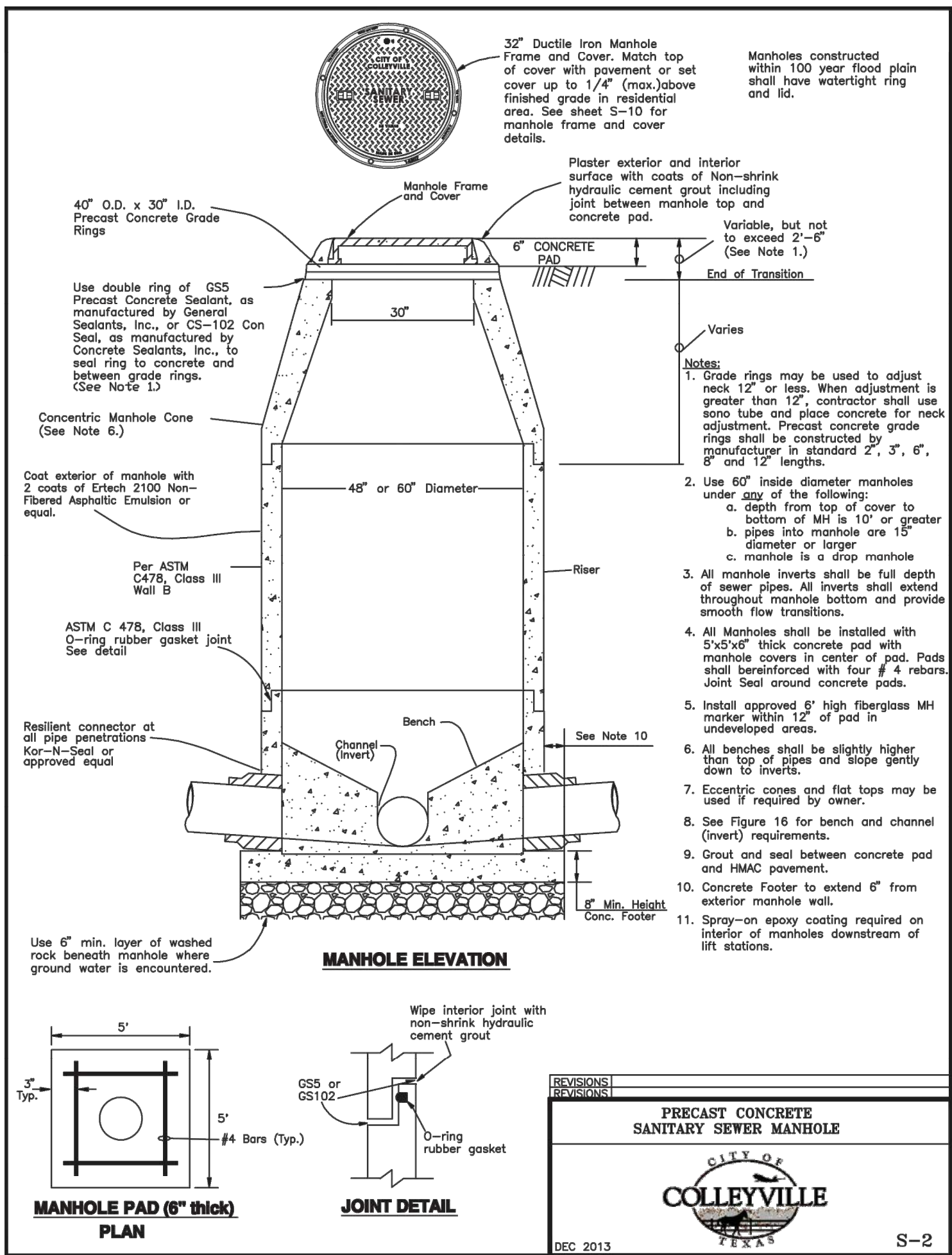
They were prepared by, or under supervision of:
OSAMA F. NASHED
Name
90373
P.E.#
2/18/2020
Date

A.N.A. PROJECT NO.:
19-0200

SHEET No.:
21

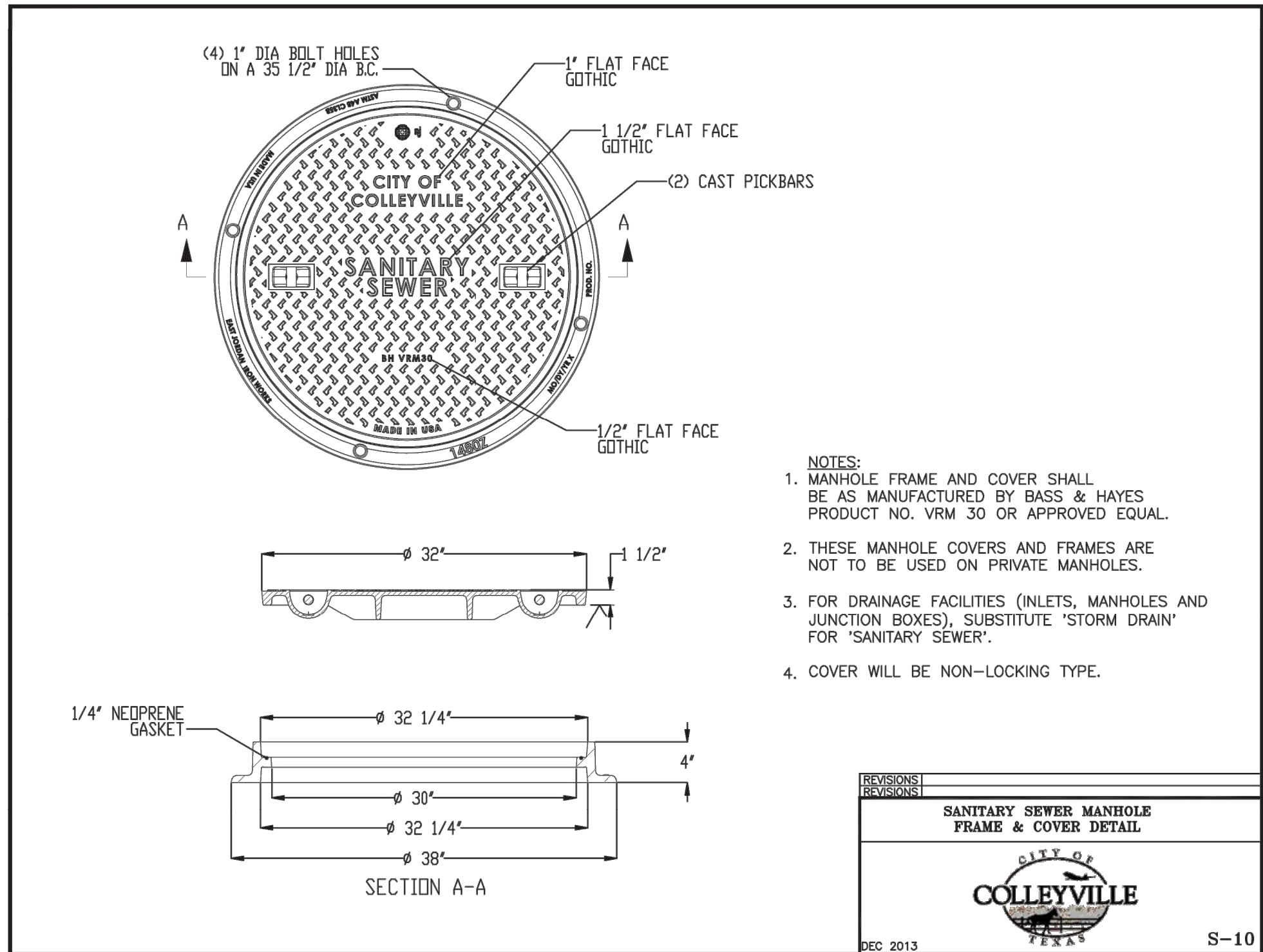
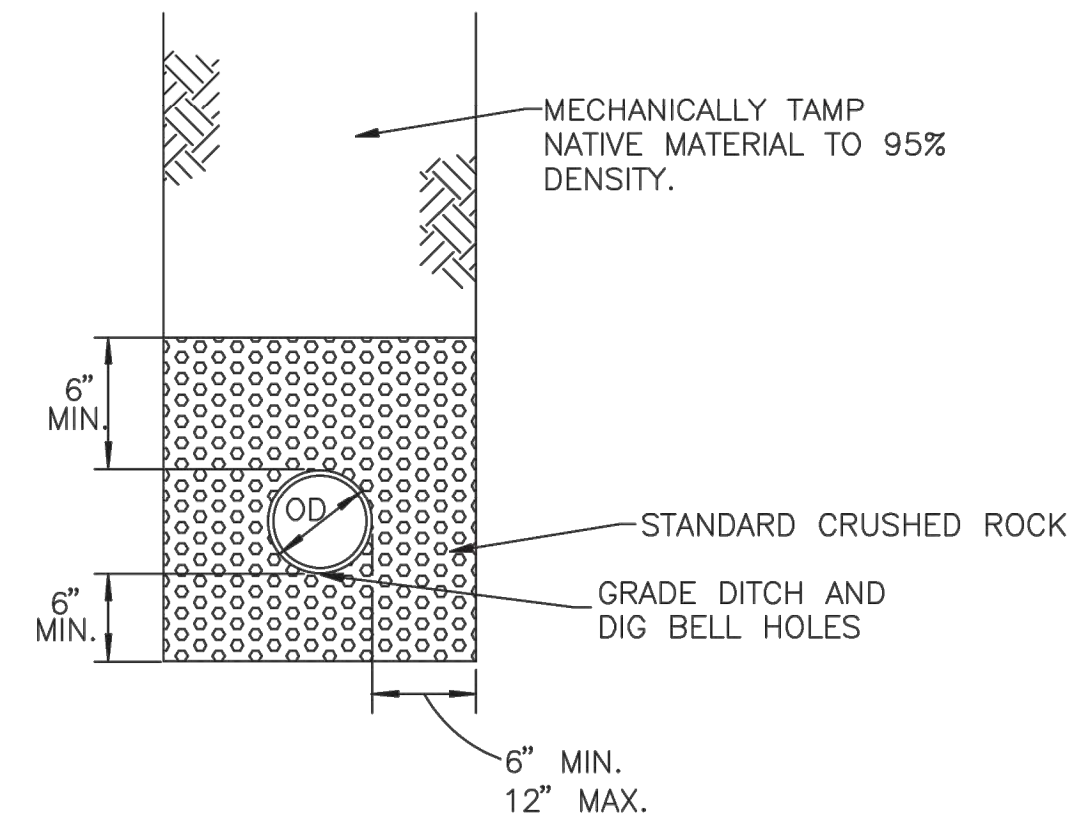
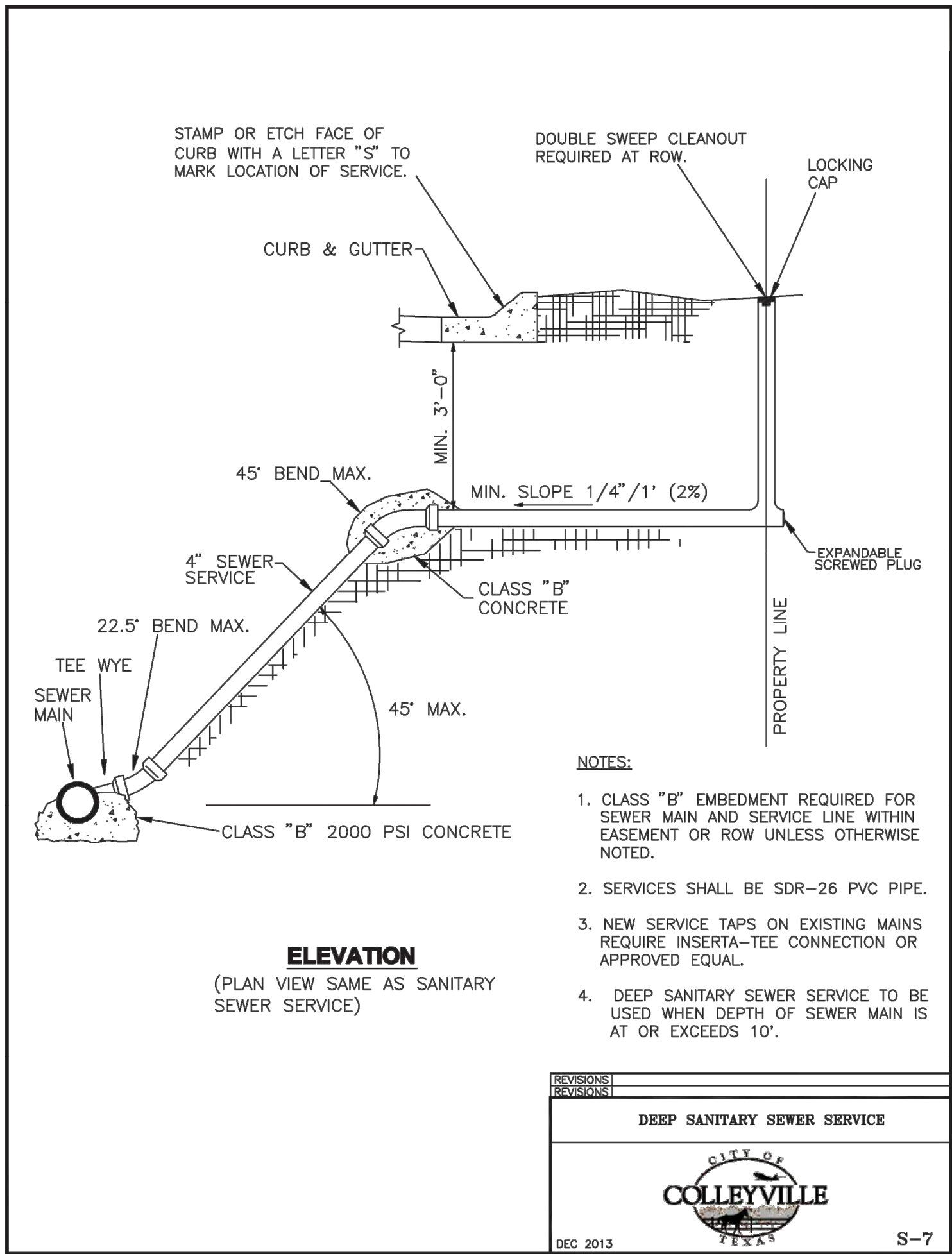
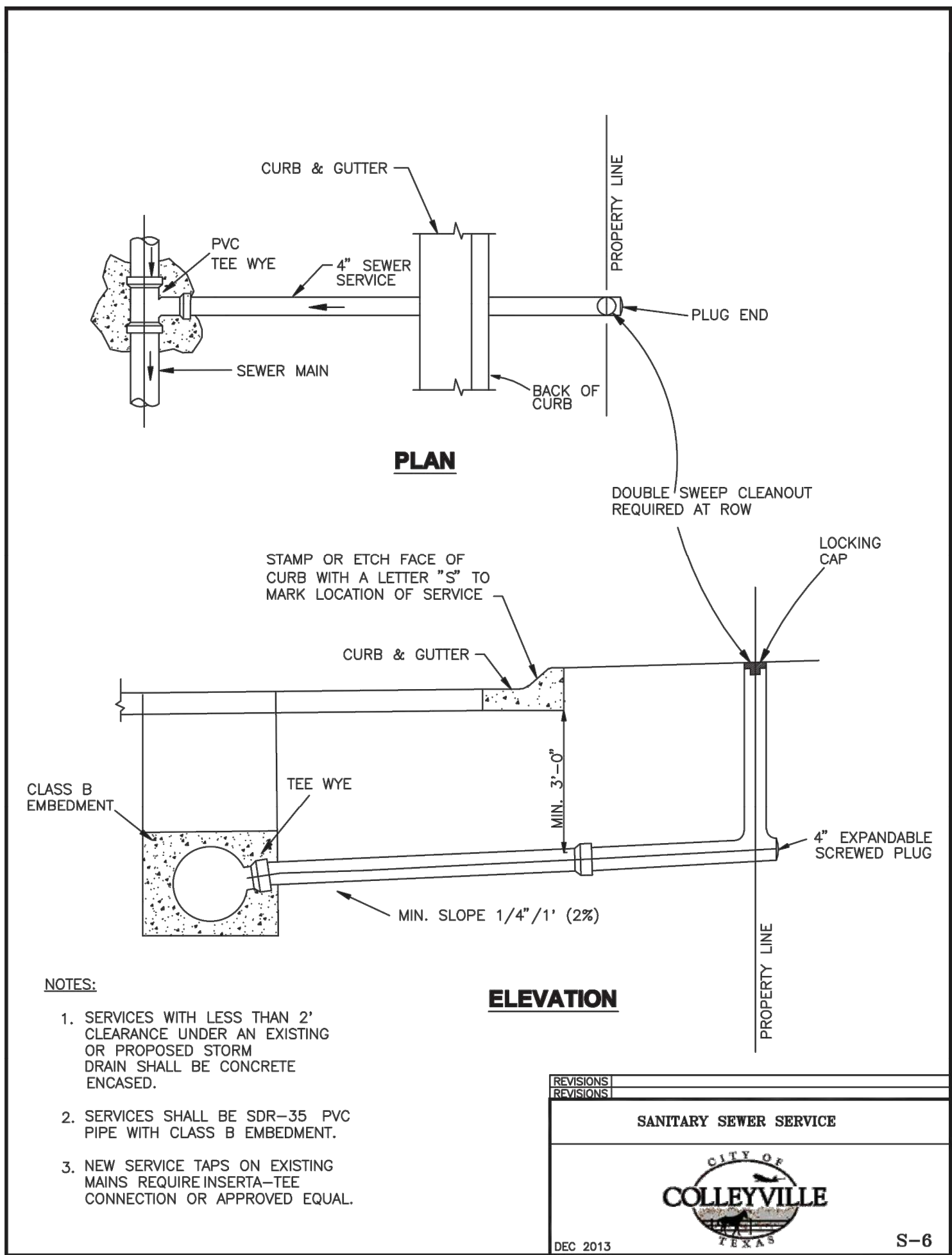


NO.	REVISION DESCRIPTIONS:	DATE:



NOTES:

1. CLEANOUTS ARE NOT PERMITTED FOR USE UNLESS APPROVED BY CITY.
2. PROVIDE CLEANOUT PAD ON EVERY CLEANOUT.
3. THE SIZE OF THE CLEANOUT MUST BE EQUAL TO THE SIZE OF THE WASTEWATER COLLECTION SYSTEM MAIN.
4. CLEANOUTS SHALL NOT BE ALLOWED ON SANITARY SEWER MAINS 10" OR GREATER IN DIAMETER.
5. NO SERVICES ALLOWED ON STACK.



NO.	REVISION DESCRIPTIONS:	DATE:

SEWER DETAILS

PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

PRELIMINARY FOR REVIEW ONLY

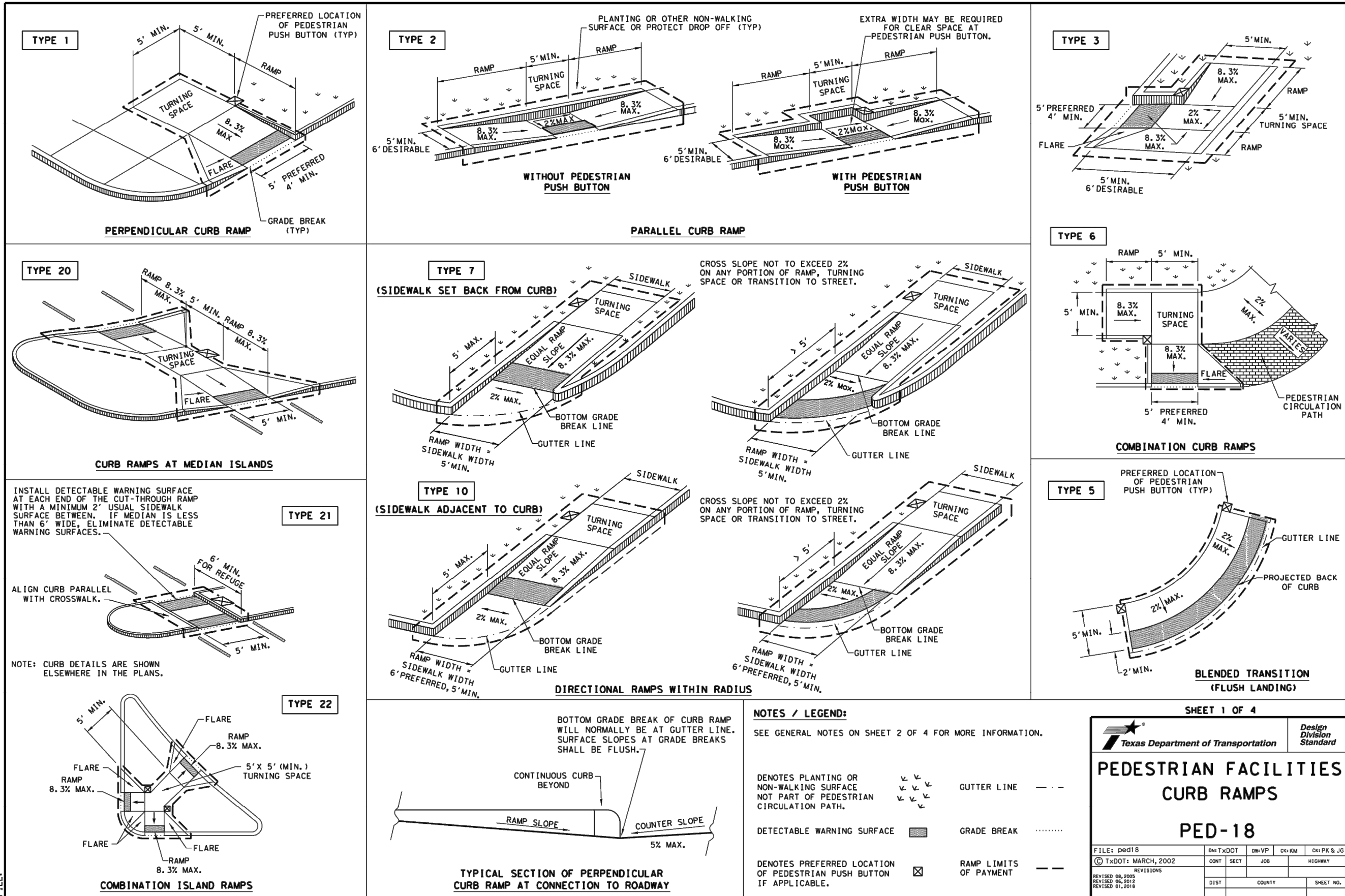
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They were prepared by, or under supervision of:
OSAMA F. NASHED
Name
90373
P.E.
2/18/2020
Date

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SHEET No.: **23**

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GENERAL NOTES

CURB RAMPS

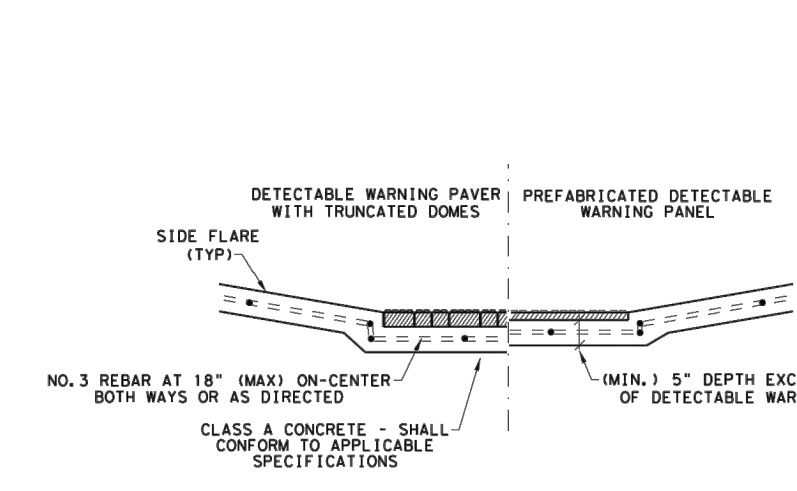
2. Install a curb ramp or blended transition at each pedestrian street crossing.
3. All sidewalk slopes should be maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 5' width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5' x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spacing shall be 5' x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the curb ramp. Crosswalk and wholly outside the parallel travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Flared sides may be used to provide a shoulder for the curb ramp or to narrow the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, sight, reflective value and details may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROPAG) as published by the Department of Transportation and Transit Administration (see Appendix B).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible pedestrian crossing through the median.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, the stop bar shall be located at the intersection of the sidewalk and the street.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Manholes are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curb shown on sheet i within the limits of payment are considered part of the curb ramp payment, whether concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

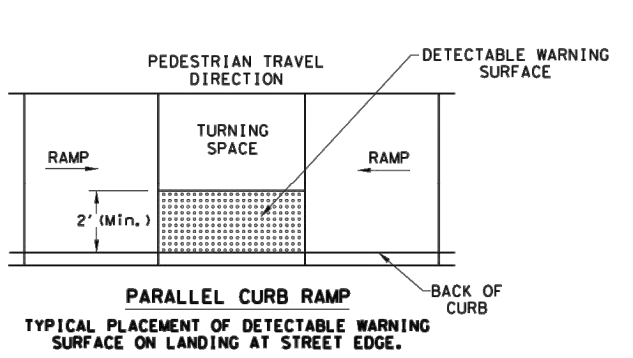
1. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROWAG. The surface must contrast visually with the surrounding surfaces, including the sidewalk. The surface must be made of cast-in-place dark brown or dark red detectable warning surface material (DWMA) or an uncoated cast-in-place concrete with a detectable warning surface material.
2. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producture List. Install products in accordance with the manufacturer's specification.
3. Detectable warning surfaces must be firm, stable and slip resistant.
4. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
5. Detectable warning surfaces shall be located so the edge nearest the curb is at least 24 inches from the curb and the edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
6. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface.



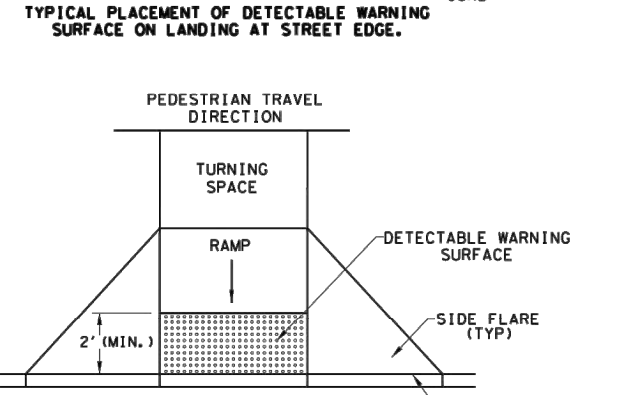
25. Furnish detectable warning power units meeting all requirements of ASTM C-936, C-33. Lay in two by two unit basket weave pattern as directed.
 26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit, but detectable warning power units using a power less.
- SIDEWALKS**
27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROWAG section R606.
 28. Place traffic signal and/or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
 29. Street grades and cross slopes shall be as shown elsewhere in the plans.
 30. Changes in level greater than 1/4 inch are not permitted.
 31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the underlying roadway. Where continuous grade greater than five percent (5%) must be provided, the grade may be desirable to be less than five percent. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall be constructed in accordance with the following:
 32. Handrail extensions shall not protrude into the usable landing area or interfere with pedestrian routes.
 33. Driveways and turnouts shall be constructed and paid for in accordance with item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with item, "Sidewalks".
 34. Sidewalk details are shown elsewhere in the plans.



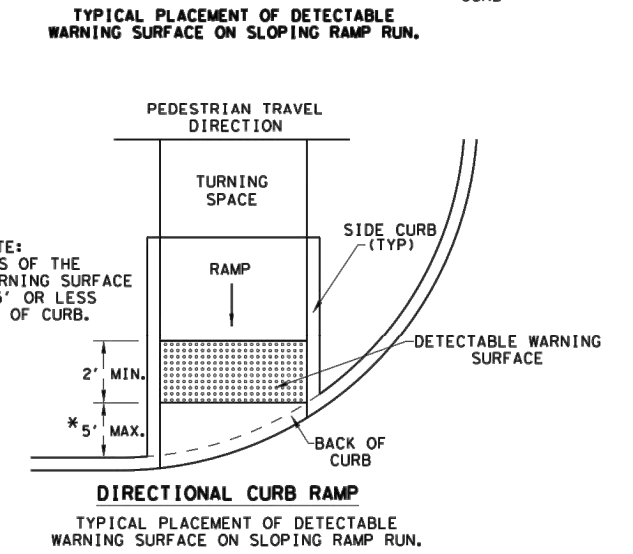
SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS



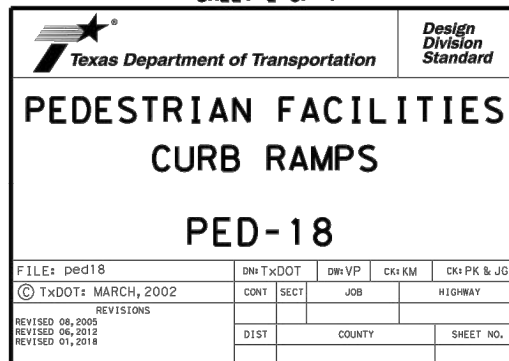
PARALLEL CURB RAMP



PERPENDICULAR CURB RAMP

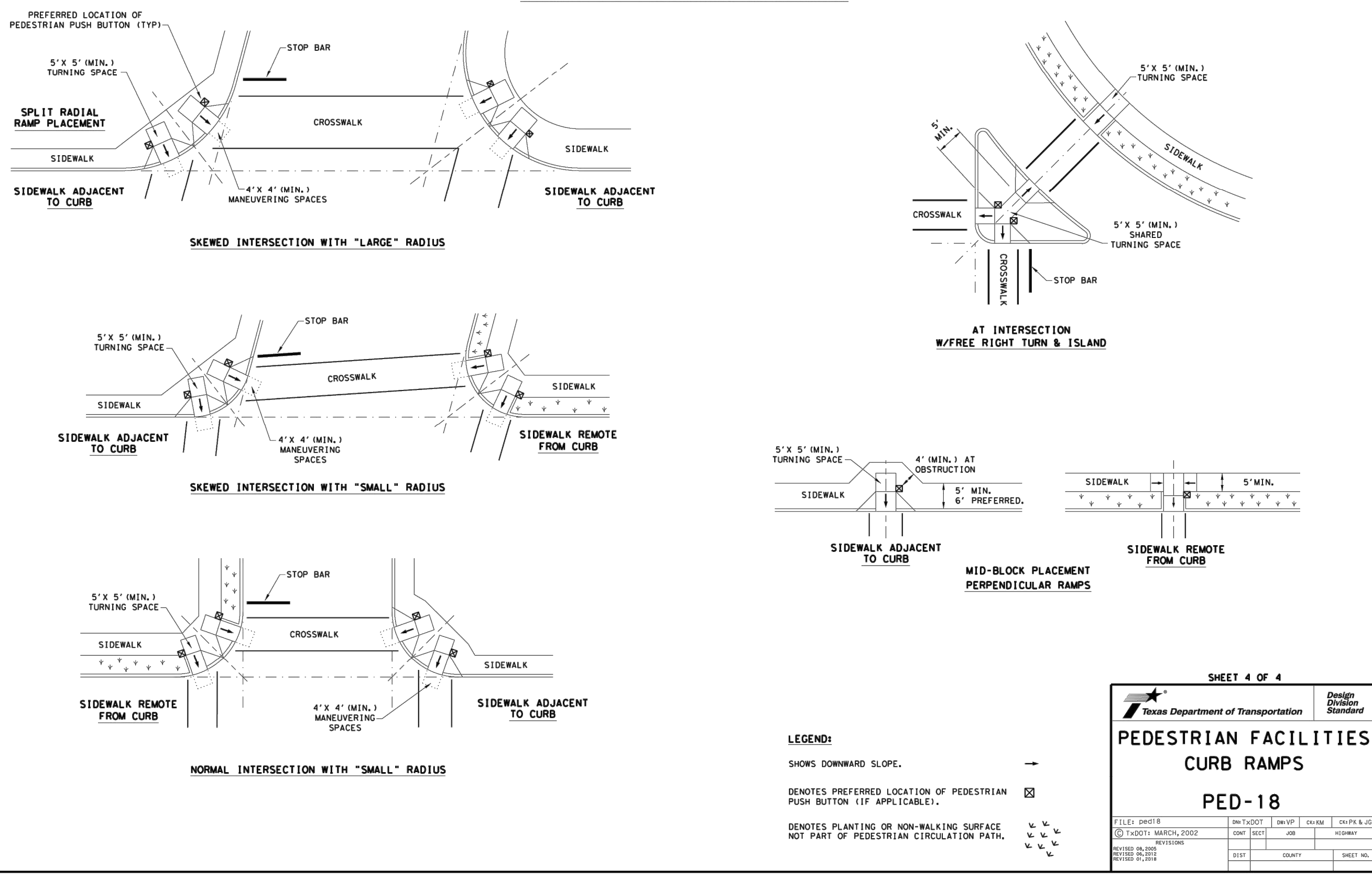


SHEET 2 OF 2



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TYPICAL CROSSING LAYOUTS
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



A.N.A. CONSULTANTS, L.L.C.
ENGINEERS and SURVEYORS
5000 Thompson Terrace, Colleyville, TX
76034
Tel: 817.335.9900 Fax: 817.335.9955
TBPE Firm No.: 20
TBPLS Firm No.: 10090800

[illegible]

TXDOT ADA RAMP DETAILS

**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

**PRELIMINARY
FOR REVIEW
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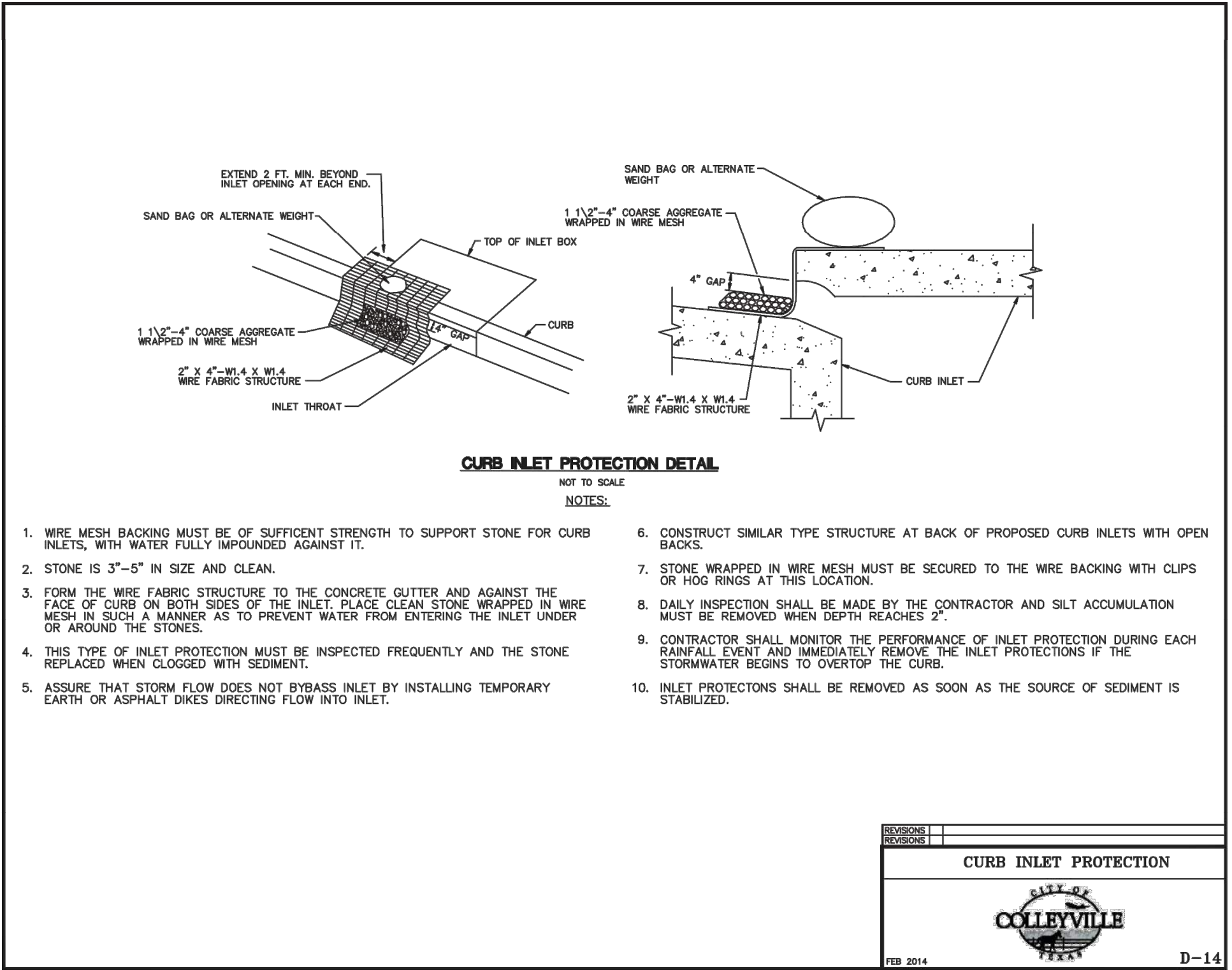
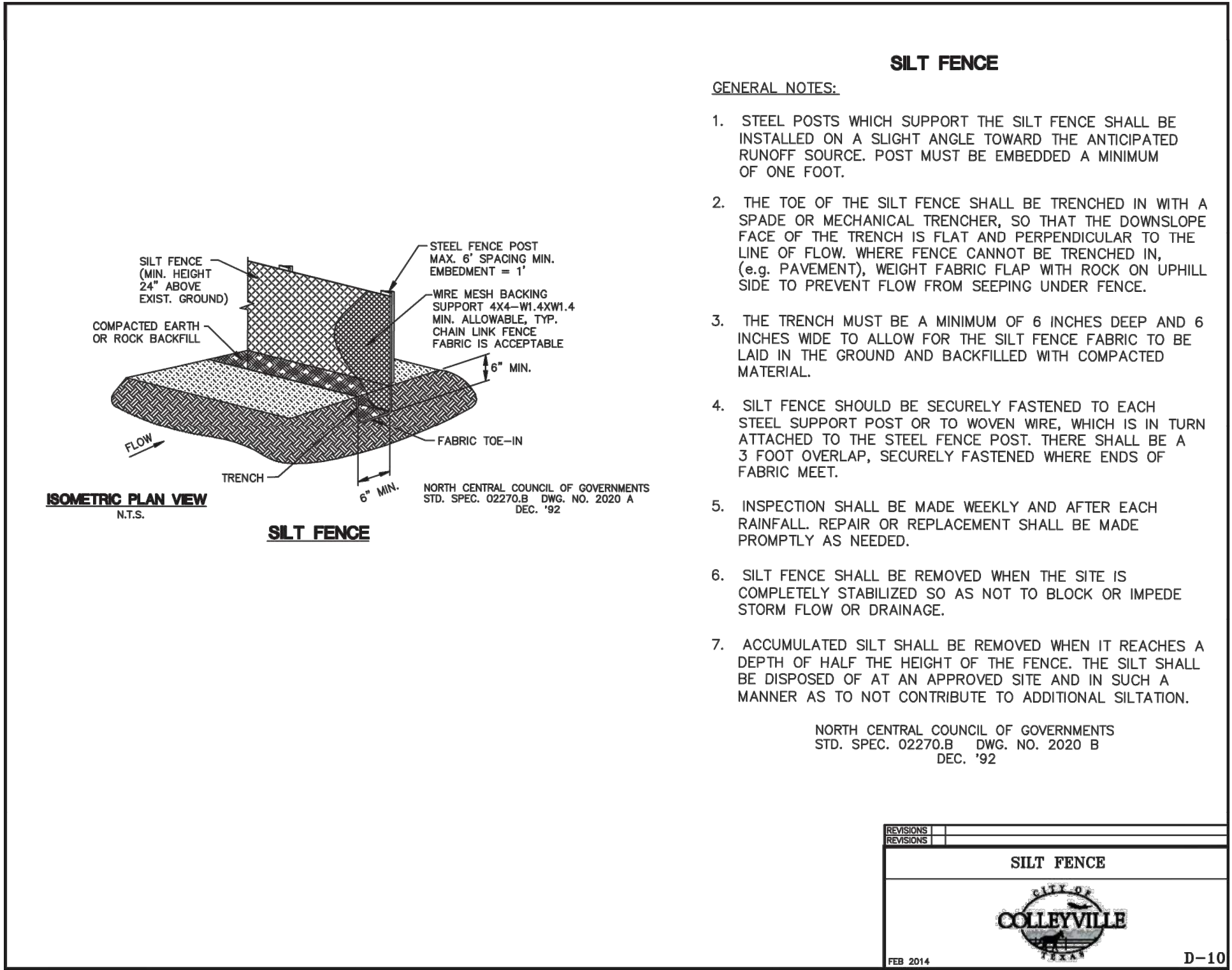
OSAMA F. NASHED
Name
90373
PE #
2/18/2020
Date

A.N.A. PROJECT NO.:

19-0200

SHEET No. 20

26



NO.	REVISION DESCRIPTIONS:	DATE:

EROSION CONTROL
DETAILS

PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

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A.N.A. PROJECT NO.:
19-0200

SHEET No.: **27**

Sewer Line Easement

Page 1 of 8

D219174536 8/7/2019 7:38 AM

PGS 8

Fee: \$44.00

Submitter: SIMPLIFILE

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Mary Louise Nicholson
Mary Louise Nicholson

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SEWER LINE EASEMENT

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Judieth Bradshaw, Robert Bradshaw and Laura Foshee (collectively "Grantor"), for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to G & H Group, LLC, a Texas limited liability company, its successors, assigns, lessees, licensees, agents and affiliates (collectively "Grantee"), whose address is 75 Main Street #100, Colleyville, Texas 76034, a perpetual, non-exclusive, ten-foot (10') total width easement ("Easement") to construct, install, operate, maintain, repair, replace and remove a single, no-larger-than 12" diameter sewer line with a single manhole in a location determined by Grantee's civil engineer and approved by the City of Colleyville (collectively, the "Sewer Line") from Grantee's adjacent property to a main sewer line on Oak Top Drive over, under and across the following property situated in Colleyville, Tarrant County, Texas, which Grantor warrants it owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON EXHIBIT A AND THE DEPICTION SET FORTH ON EXHIBIT B ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT.

Grantor further grants and conveys to Grantee the right of ingress and egress to and from the Easement Tract during all periods of construction, maintenance, installation, repair, replacement, operation, and removal of the Sewer Line. Grantor grants and conveys a fifteen-foot (15') total width temporary construction easement as described and depicted on Exhibit B. Said temporary construction easement shall expire forty-five (45) days after the date Grantee first commences work on the tract of land covered by the temporary construction easement. Grantee will notify Grantor in writing the day construction begins. Grantee shall pay Grantor the sum of Two Hundred Dollars and No Cents (\$200.00) per day for each day beyond the initial forty-five (45) days that Grantee utilizes the temporary construction easement. Said holdover payment to be tendered in full by Grantee to Grantor at the conclusion of its use of the temporary construction easement.

Grantee will use best efforts to locate the manhole within ten (10) feet of the northwest corner of the Easement Tract. No surface rights are granted to Grantee pursuant to this easement for any purpose other than the initial installation of the Sewer Line, future maintenance or repair of the Sewer Line. There shall be no public access, trails, or sidewalks at any time on the Easement

Sewer Line Easement

Page 2 of 8

Tract. The Easement Tract and Grantor's property, which includes concrete, grass, vegetation, improvements, and grades, will be returned to original condition or replaced after install or any repairs or maintenance in the future by the Grantee or the City of Colleyville. Other than the single Sewer Line to be installed, Grantee shall not construct, build or install any other improvements in, on or under the Easement Tract, without the prior written consent of Grantor, their successors or assigns, which consent may be withheld with or without cause, for any reason or no reason. Grantee shall not fence the boundaries of the Easement Tract, nor otherwise obstruct access over, across or upon the Easement Tract.

The rights, conditions, and provisions of this Easement shall run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns. Grantor covenants that it has full right and lawful authority to grant this Easement.

Grantee shall be responsible for the supervision of all work performed in connection with its access to and use of the Easement Tract, and Grantee shall take all precautions, including but not limited to, the posting of signs and the placing of fencing and barricades, as necessary, in the interest of public safety and for the safety of Grantor, any persons working on or traveling upon or in any way using the Easement Tract.

All construction, operations, inspections, repairs, and maintenance conducted by Grantee within the Easement Tract shall be in conformity with safe practices and shall at all times be in compliance with all applicable local, State, and Federal laws, statutes, rules, and regulations pertaining thereto.

INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTOR, THEIR SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, BODILY INJURY TO OR DEATH OF ANY PERSON, PROPERTY DAMAGE (INCLUDING LOSS OF USE OF PROPERTY), SEWAGE BACKUP, SEWAGE LEAK, SEWAGE SEAPAGE, NOXIOUS ODORS, LAWSUITS AND OTHER PROCEEDINGS, JUDGMENTS, CAUSES OF ACTION, LIABILITIES, DAMAGES, CLAIMS OF LIEN, LIENS, CIVIL OR CRIMINAL PENALTIES AND CHARGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPERT WITNESS FEES, LITIGATION EXPENSES, COURT COSTS AND OTHER LITIGATION COSTS), BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WILLFUL MISCONDUCT, OR FAULT OF GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, DIRECT OR INDIRECT EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, OR ANYONE FOR WHOSE ACTS GRANTEE MAY BE LIABLE.

NO WARRANTIES AND DISCLAIMER. EXCEPT FOR GRANTOR'S WARRANTY OF OWNERSHIP OF THE EASEMENT TRACT, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS, AND GRANTEE IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY

Sewer Line Easement

Page 3 of 8

KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE EASEMENT TRACT, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE EASEMENT TRACT FOR THE SEWER LINE AND ANY AND ALL ACTIVITIES OF GRANTEE MAY CONDUCT ON THE EASEMENT TRACT, (C) THE COMPLIANCE OF OR BY THE EASEMENT TRACT OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THE FITNESS FOR A PARTICULAR PURPOSE OF THE EASEMENT TRACT, (E) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE EASEMENT TRACT, AND (F) ANY OTHER MATTER WITH RESPECT TO THE EASEMENT TRACT. GRANTEE UNCONDITIONALLY AND IRREVOCABLY WAIVES AND RELEASES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS GRANTEE MIGHT HAVE (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY) REGARDING THE NATURE, CONDITION OR SUITABILITY OF THE EASEMENT TRACT OR ANY FORM OF WARRANTY WITH RESPECT TO THE EASEMENT TRACT, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE EASEMENT TRACT, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE EASEMENT TRACT AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. UPON THE GRANTING OF THIS EASEMENT, GRANTEE AND ITS SUCCESSORS AND ASSIGNS SHALL ASSUME ALL RISK AND LIABILITY THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. AND GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE EASEMENT TRACT. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE GRANTING OF THIS EASEMENT IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

Grantee's rights and privileges granted herein shall be subject to all limitations and rights that Grantor has, or subsequently acquires, in and to the Easement Tract which are of record in the office of the Tarrant County Clerk, or which have been provided in writing to Grantee. Grantor reserves the right to occupy and use, or to permit other utility companies to occupy and use, the Easement Tract for all purposes not inconsistent with the rights herein granted. Grantor, however, shall not construct or allow to be constructed any temporary or permanent improvements on the Easement Tract that unreasonably interfere with Grantee's exercise of its rights under this Easement.

This Easement is made and accepted subject to (a) all restrictions, covenants, conditions, rights-of-way, easements, outstanding mineral and royalty interests, mineral leases, encumbrances and other matters of a similar or dissimilar nature on file or of record in the office of the Tarrant County Clerk, to the extent same are valid and subsisting and affect the Easement Property, and

Sewer Line Easement

Page 4 of 8

(b) all laws, regulations, ordinances and statutes of municipal or other governmental authorities, if any, applicable to an enforceable against the Easement Properties (collectively, the "Permitted Encumbrances").

Signed this 5 day of August, 2019.

GRANTOR:

Judieth Bradshaw
Judieth Bradshaw

Robert Bradshaw
Robert Bradshaw

Laura Foshee
Laura Foshee

GRANTEE:

G & H Group, LLC

By: Waguih Guirguis
Waguih Guirguis, Member

Sewer Line Easement

Page 5 of 8

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5th day of AUGUST, 2019 by Judieth Bradshaw.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5th day of AUGUST, 2019 by Robert Bradshaw.

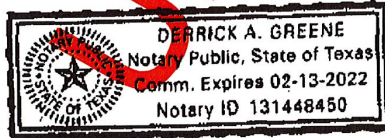


[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 3 day of AUGUST, 2019 by Laura Foshee.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 5th day of AUGUST, 2019 by Waguhi Guirguis, Member of G & H Group, LLC on behalf of said entity,



[Signature]
Notary Public, State of Texas

Sewer Line Easement

Page 6 of 8

EXHIBIT A

Lot 7, Block 1, RUSTIC OAKS ADDITION to the City of Colleyville, Tarrant County, Texas, according to plat recorded in Volume 388-63, Page 30, Plat Records, Tarrant County, Texas.

Unofficial Copy

Page 7 of 8
Sewer Line Easement
EXHIBIT B

15' SANITARY SEWER EASEMENT
5,418 SQUARE FOOT (0.124 ACRE) TRACT
Part of Lot 7, Block 1, Rustic Oaks Addition
J.J. Newton Survey, Abstract No. 1176
City of Colleyville, Tarrant County, Texas

PROPERTY DESCRIPTION:

Being a 5,418 square foot tract of land situated in the J.J. Newton Survey, Abstract No. 1176, Tarrant County, Texas, and being part of Lot 7, Block 1, Rustic Oaks, an addition to the City of Colleyville, according to the plat thereof recorded in Volume 388-63, Page 30, Plat Records, Tarrant County, Texas, and being a part of a tract of land described to Robert & Judieth Bradshaw, by deed recorded in Volume 7319, Page 2312, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows (bearings and distances for this survey are based on the state plane coordinate system, Texas north central zone (4202) north american datum of 1983 (nad 83) (us foot) with a combined scale factor of 1.00012;

COMMENCING at a 2-inch iron pipe found for the north corner of said Lot 7, same being the westernmost corner of a tract of land described to G&H Group, LLC, by deed recorded in Document No. D218261602, Deed Records, Tarrant County, Texas;

THENCE South 43°10'50" East, with the northeast line of said Lot 7 and the westernmost southwest line of said G&H Group, LLC tract, a distance of 143.83 feet to a point for corner, said point being the the POINT OF BEGINNING;

THENCE South 43°10'50" East, continuing with northeast line of said Lot 7 and the westernmost southwest line of said G&H Group, LLC tract, a distance of 15.33 feet to a point for corner;

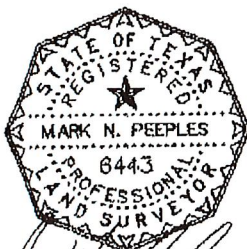
THENCE South 58°39'37" West, departing the northeast line of said Lot 7 and the southernmost southwest line of said G&H Group, LLC tract, over, across, and upon said Lot 7, a distance of 102.73 feet to a point for corner;

THENCE South 02°04'50" East, a distance of 254.33 feet to a point for corner in the south line of said Lot 7, and lying on the north right-of-way line of Oak Top Drive (a 30-foot right-of-way), said point being at the beginning of a non-tangent curve to the left having a radius of 64.93 feet, a central angle of 14°06'41", a chord bearing and distance of North 72°11'48" west, 15.95 feet;

THENCE in a northwesterly direction, with the south line of said Lot 7 and the curving north right-of-way line of said Oak Top Drive, an arc length of 15.99 feet to a point for the southwest corner of said Lot 7;

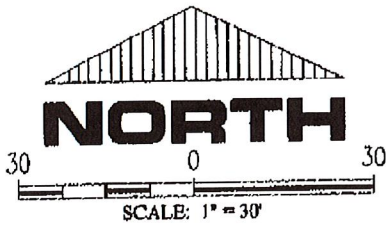
THENCE North 02°04'50" West, departing the north right-of-way line of said Oak Top Drive and with the west line of said Lot 7, a distance of 257.69 feet to a point for corner;

THENCE North 58°39'37" East, a distance of 108.38 feet to the POINT OF BEGINNING and containing 5,418 square feet or 0.124 acres of land, more or less.



- 2019 -

Page 1 of 2



SURVEYOR'S NOTES:

1.) BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012.

2.) (P.P.) INDICATES BUILDING LINES.
CASEMENTS, R.O.W.S, DIMENSIONS, ETC. ARE
PER PLAT REFERENCED IN LEGAL
DESCRIPTION.

3.) PER SUBDIVISION PLAT, CURB LINES
ALONG OAK TOP DRIVE ARE PROPERTY
LINES.

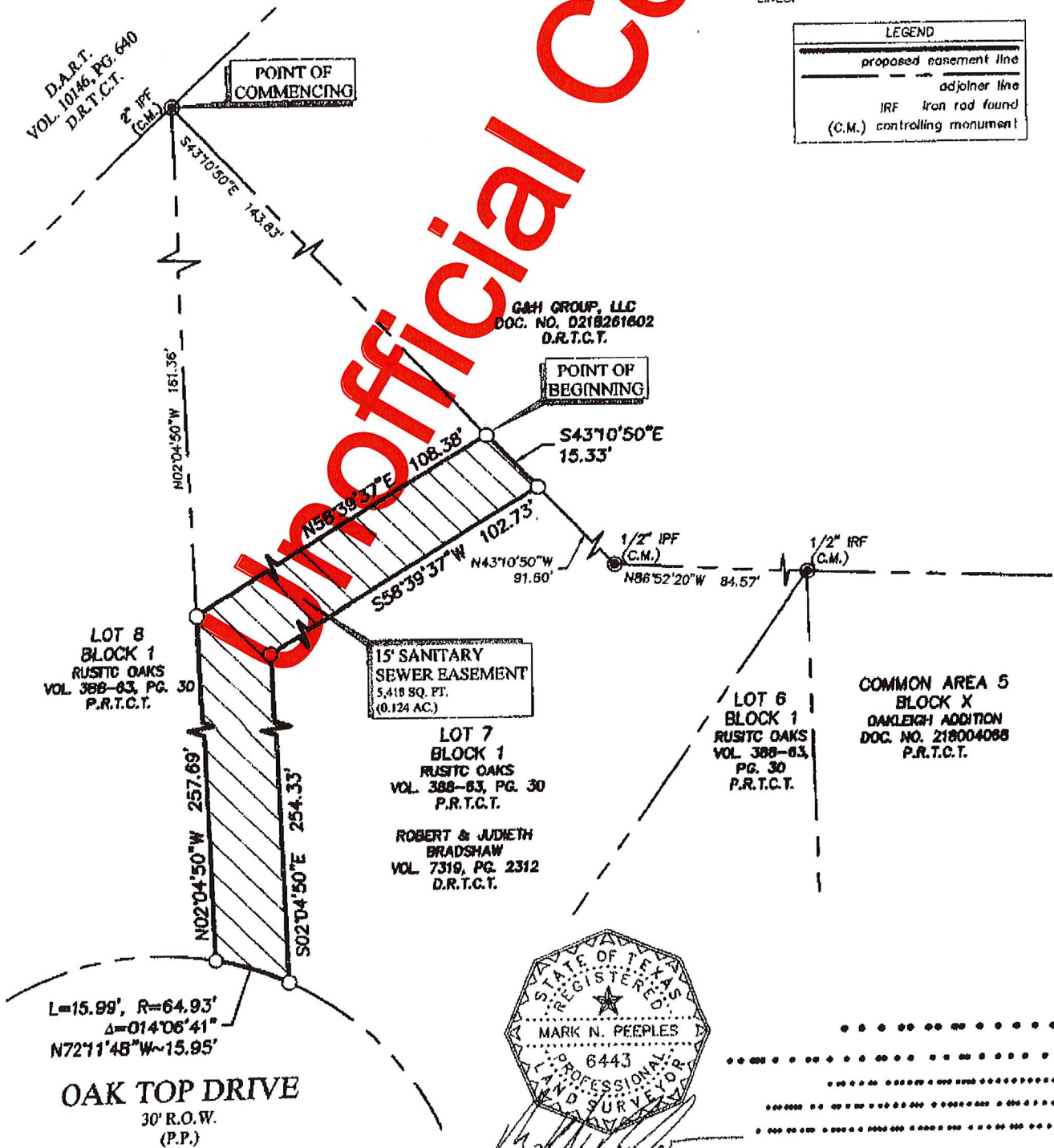
LEGEND

----- proposed easement line

----- adjointer line

IRF iron rod found

(C.M.) controlling monument



- 2019 -

Page 2 of 2

Access Easement Agreement

Page 1 of 7

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PGS 7

Fee: \$43.00

Submitter: SIMPLIFILE

Electronically Recorded by Tarrant County Clerk in Official Public Records


Mary Louise Nicholson

EMERGENCY ACCESS AGREEMENT

THIS EMERGENCY ACCESS AGREEMENT (this "**Agreement**") is made this 27 day of JANUARY, 2020 (the "**Effective Date**"), by **Wilbow-Oakleigh Development Corporation**, a Texas corporation, whose address is 5307 E Mockingbird Lane, Suite 900, LB16, Dallas, Texas 75206 ("**Wilbow-Oakleigh**"), and **Oakleigh Residential Community, Inc.**, a Texas non-profit corporation (the "**Association**"), for the benefit and use of the **G & H Group, LLC**, a Texas limited liability company, whose address is 75 Main Street #100, Colleyville, Texas 76034 ("**Grantee**"). Wilbow-Oakleigh and the Association may hereinafter be collectively referred to as "**Grantor**".

RECITALS

WHEREAS, a portion of a common area lot in the Oakleigh subdivision known as Common Area 6, Block X as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**"), is depicted on that certain Amending Plat, Blocks A, B, C and X, Oakleigh Addition, filed on January 5, 2018, and recorded in Tarrant County Case PG17-026 as Instrument No. D218004068;

WHEREAS, the Association enjoys certain rights pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated effective as of February 26, 2018, and recorded in Tarrant County Official Public Records as Document No. D218043040 on February 28, 2018 (the "**Declaration**");

WHEREAS, pursuant to Section 4.5.7 of the Declaration, the Association is expressly authorized and permitted to convey easements over and across common areas for the benefit of property not otherwise subject to the terms and provisions of the Declaration;

WHEREAS, Grantee owns a tract of land adjacent to the Property that it intends to develop (the "**Development Land**");

WHEREAS, in order to develop the Development Land, Grantee desires to obtain an easement across the Property, which Grantee will improve, to allow fire, ambulance, and other emergency vehicles to access the Development Land by and through the Property (the "**Emergency Access Easement**"); and

WHEREAS, Grantor is willing to grant Grantee the Emergency Access Easement, provided Grantee compensates Wilbow-Oakleigh and replaces improvements on the Property.

AGREEMENT

Access Easement Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Grantor does hereby GIVE, GRANT, and CONVEY unto Grantee, a perpetual Emergency Access Easement on, over, and across the Property, in favor of the Development Land, TO HAVE AND TO HOLD, exclusively for ingress, egress, and access to the Development Land by emergency response vehicles and personnel. This grant of the Emergency Access Easement described herein is made by Grantor without warranty of title, express or implied. Wilbow-Oakleigh intends to deed any and all interest it holds in the Property to the Association for use as a common area.
3. Grantor will allow Grantee to temporarily access the Property, as reasonably necessary, to construct and make improvements to the Emergency Access Easement for the period of time reasonably necessary to complete such construction (the "Construction Period").
4. Grantee will indemnify Grantor for any and all claims arising out of the demolition and construction activities related to the Emergency Access Easement and will name Grantor on its liability insurance during the Construction Period. Grantee will indemnify Grantor as to any third-party liens related to the demolition and construction of the Emergency Access Easement.
5. All demolition and construction costs to the pavement tie-in are at the responsibility of Grantee, and Grantee agrees to construct said pavement tie-in in accordance with all local building standards. Grantee will install a gate and restore the fence, landscaping, and irrigation systems to Grantor's satisfaction. Any and all damage to Grantor's real or personal property due to the demolition and construction activities related to the Emergency Access Easement shall be repaired, replaced, and/or restored without delay, at Grantee's sole expense.
6. The Emergency Access Easement is exclusively for ingress, egress, and access to the Development Land by emergency response vehicles and personnel and will be noted as such on the plat.
7. No construction, marketing, or non-emergency access of any kind is permitted through the Oakleigh subdivision to the Development Land.
8. In order to maintain comparable square footage among neighboring homes and preserve the backyard privacy of certain homes in Oakleigh, Grantee will ensure that the homes eventually constructed on the three (3) new lots in Grantee's subdivision (not yet platted) that are adjacent to Oakleigh's Lot 5, Block B, 200 Winnie Drive, Lot 6, Block B, 204 Winnie Drive, and Lot 7, Block B, 208 Winnie Drive, will incorporate the following design requirements:
 - (a) Minimum 3,000 SF of living space area for single story homes;
 - (b) Minimum 3,600 SF of living space area for two story homes; and

Access Easement Agreement

- (c) Second story windows (facing south) must be approximately six feet above finished second floor elevation.

9. Grantee will pay Wilbow-Oakleigh a fee of \$15,000.00 per lot gained by the creation of the Emergency Access Easement (see lots 9 to 18 on the attached site plan). The minimum payment to Wilbow-Oakleigh is \$100,000.00 for lots gained, payable within five (5) business days of the Effective Date. The fee shall increase as Grantee gains more lots. The fee is calculated below. Each additional lot gained shall increase Grantee's payment to Wilbow-Oakleigh. The maximum payment to Wilbow-Oakleigh is \$150,000.00. Under no circumstance shall Grantee be obligated to pay Wilbow-Oakleigh more than \$150,000.00.

This fee is calculated as follows:

7 Lots	7 x \$15,000.00	= \$105,000.00	Grantee will owe additional \$5,000.00
8 Lots	8 x \$15,000.00	= \$120,000.00	Grantee will owe additional \$20,000.00
9 Lots	9 x \$15,000.00	= \$135,000.00	Grantee will owe additional \$35,000.00
10 Lots	10 x \$15,000.00	= \$150,000.00	Grantee will owe additional \$50,000.00

These fees for the sums over the initial \$100,000.00 shall be payable within five (5) business days of the approval of the final plat by the City of Colleyville.

10. Grantor will allow Grantee to add an underground storm drain to capture the water from the Oakleigh detention pond at no cost to Grantor. Grantee will replace the wrought iron fence with an 8ft. board on board wood fence to match the existing wood fence.

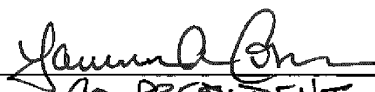
[signature page follows]

Access Easement Agreement

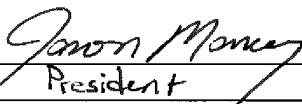
SIGNED AND AGREED this 27th day of January, 2020 WOC
~~20th~~ day of ~~November~~, 2019.

GRANTOR:

WILBOW-OAKLEIGH DEVELOPMENT
CORPORATION

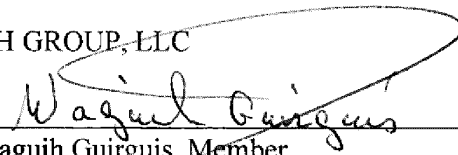
By 
Its CO-PRESIDENT

OAKLEIGH RESIDENTIAL COMMUNITY, INC.

By 
Its PRESIDENT

GRANTEE:

G & H GROUP, LLC

By 
Waguhi Guirguis, Member

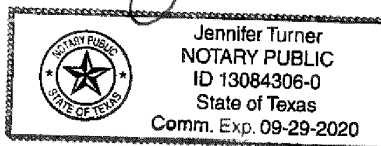
Access Easement Agreement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of November, 2019 by Lawrence A Corson of Wilbow-Oakleigh Development Corporation on behalf of said entity.


Notary Public, State of Texas

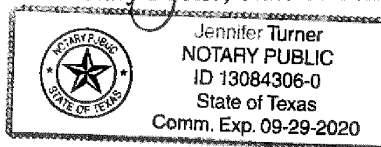
STATE OF TEXAS §
 §
COUNTY OF DALLAS §



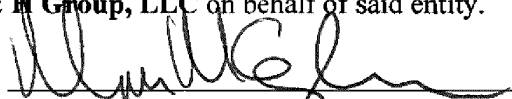
This instrument was acknowledged before me on the 21st day of November, 2019 by Jason Massey of Oakleigh Residential Community, Inc. on behalf of said entity.


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §



This instrument was acknowledged before me on the 27 day of JANUARY, ~~2019~~ 2020 by Waguih Guirguis, Member of G & H Group, LLC on behalf of said entity.


Notary Public, State of Texas



Access Easement Agreement

ACCESS EASEMENT

995 SQUARE FOOT (0.023 ACRE) TRACT

Part of Common Area 6, Block X, Oakleigh Addition

J.J. Newton Survey, Abstract No. 1176

City of Colleyville, Tarrant County, Texas

PROPERTY DESCRIPTION:

Being a 995 square foot tract of land situated in the J.J. Newton Survey, Abstract No. 1176, Tarrant County, Texas, and being part of Common Area 6, Block X, Oakleigh Addition, an addition to the City of Colleyville, according to the plat thereof recorded in Document Number D218004068, Plat Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows (bearings and distances for this survey are based on the state plane coordinate system, Texas north central zone (4202) north american datum of 1983 (nad 83)(us foot) with a combined scale factor of 1.00012);

BEGINNING at a 1/2 inch iron rod with cap stamped "KHA" found for the northwest corner of said Common Area 6, same being the westernmost southwest corner of Lot 1, Block C, of said Oakleigh Addition, and lying on the southernmost east line of a tract of land described to G&H Group, LLC., by deed recorded in Document No. D218261602, Deed Records, Tarrant County, Texas, from which a 1/2 inch iron rod found for the northwest corner of said Lot 1 bears North 03 degrees 50 minutes 42 seconds East, a distance of 197.05 feet;

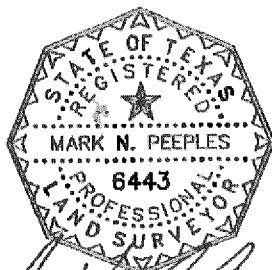
THENCE South 44 degrees 44 minutes 43 seconds East, departing the southernmost east line of said G&H Group, LLC. tract, with the southwest line of said Lot 1 and the northeast line of said Common Area 6, a distance of 30.00 feet to a point for the southernmost southwest corner of said Lot 1, the northernmost northeast corner of said Common Area 6, and lying on the west right-of-way line of Oakleigh Lane (50' right-of-way), said point lying at the beginning of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 41 degrees 24 minutes 48 seconds, a chord bearing and distance of South 24 degrees 32 minutes 40 seconds West, 35.36 feet;

THENCE in a southwesterly direction, with the curving west right-of-way line of said Oakleigh Lane, the east line of said Common Area 6, and along said non-tangent curve to the left, an arc length of 36.14 feet to a point for corner;

THENCE South 03 degrees 50 minutes 42 seconds West, continuing with the west right-of-way line of said Oakleigh Lane, and the east line of said Common Area 6, a distance of 35.42 feet to a point for corner;

THENCE North 45 degrees 03 minutes 27 seconds West, departing the west right-of-way line of said Oakleigh Lane and the east line of said Common Area 6, over, upon, and across said Common Area 6, a distance of 13.27 feet to a point for corner in the west line thereof, same being the southernmost east line of said G&H Group, LLC. tract;

THENCE North 03 degrees 50 minutes 42 seconds East, with the west line of said Common Area 6, and the southernmost east line of said G&H Group, LLC. tract, a distance of 79.62 feet to the POINT OF BEGINNING and containing 995 square feet or 0.023 acres of land, more or less.



RPLS No. 6443



10003 Technology Blvd. West

Dallas, Tx. 75220

972-620-8204

TBPLS FIRM NO. 10194076

EXHIBIT A

ACCESS EASEMENT

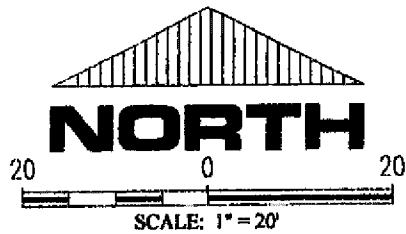
Part of Lot Common Area 6, Block X
Oakleigh Addition

J.J. Newton Survey, Abstract No. 1176
City of Colleyville, Tarrant County, Texas

- 2019 -

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Access Easement Agreement



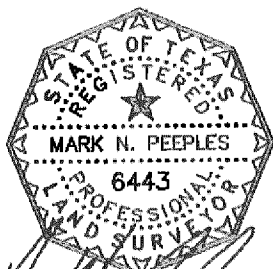
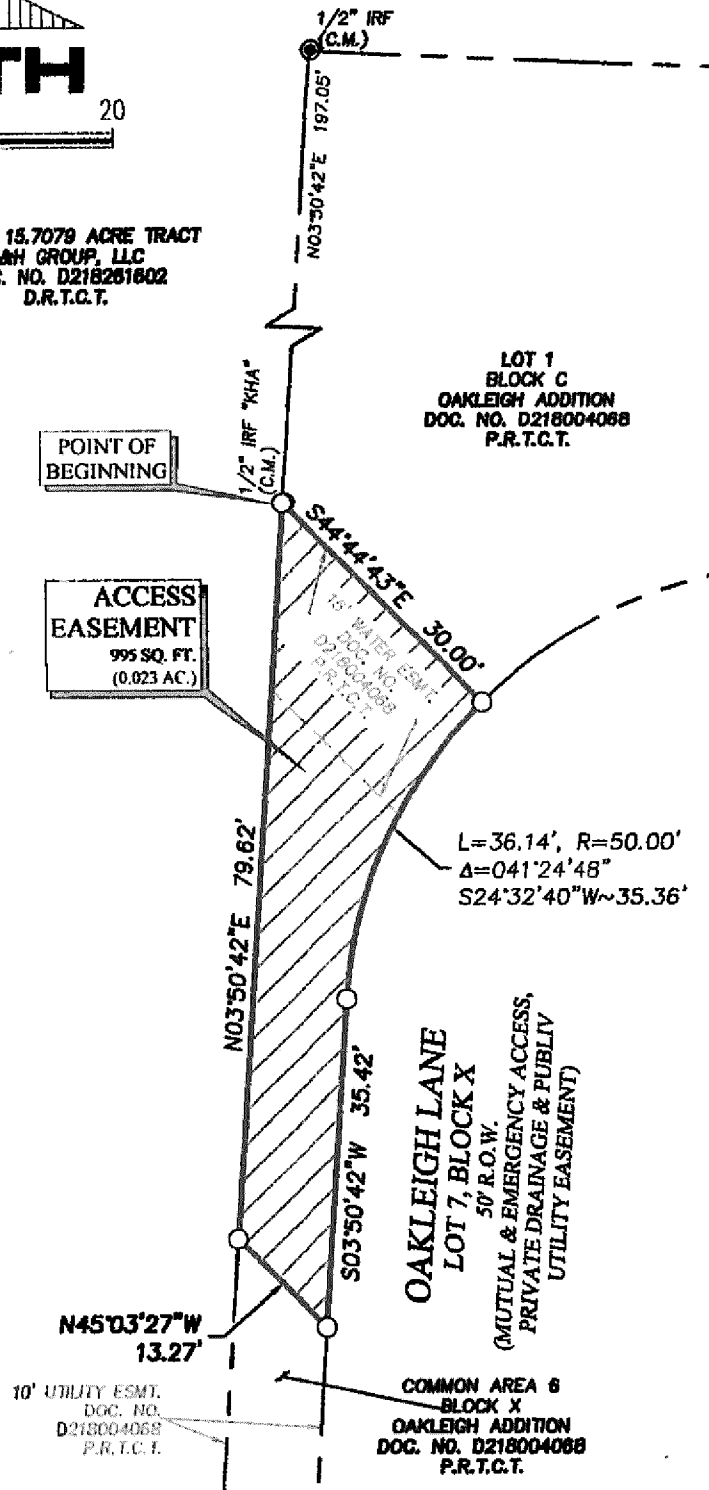
CALLLED 15.7079 ACRE TRACT
GAM GROUP, LLC
DOC. NO. D218281802
D.R.T.C.T.

LEGEND	
	proposed easement line
	existing easement line
	adjoiner line
	IRF iron rod found
	(C.M.) controlling monument

SURVEYOR'S NOTES:

1.) BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012.

2.) (P.P.) INDICATES BUILDING LINES, EASEMENTS, R.O.W.S, DIMENSIONS, ETC. ARE PER PLAT REFERENCED IN LEGAL DESCRIPTION.



RPLS No. 6443

STRAND

10003 Technology Blvd. West
Dallas, Tx. 75220
972-620-8204
TBPLS FIRM NO. 10194076

EXHIBIT B ACCESS EASEMENT

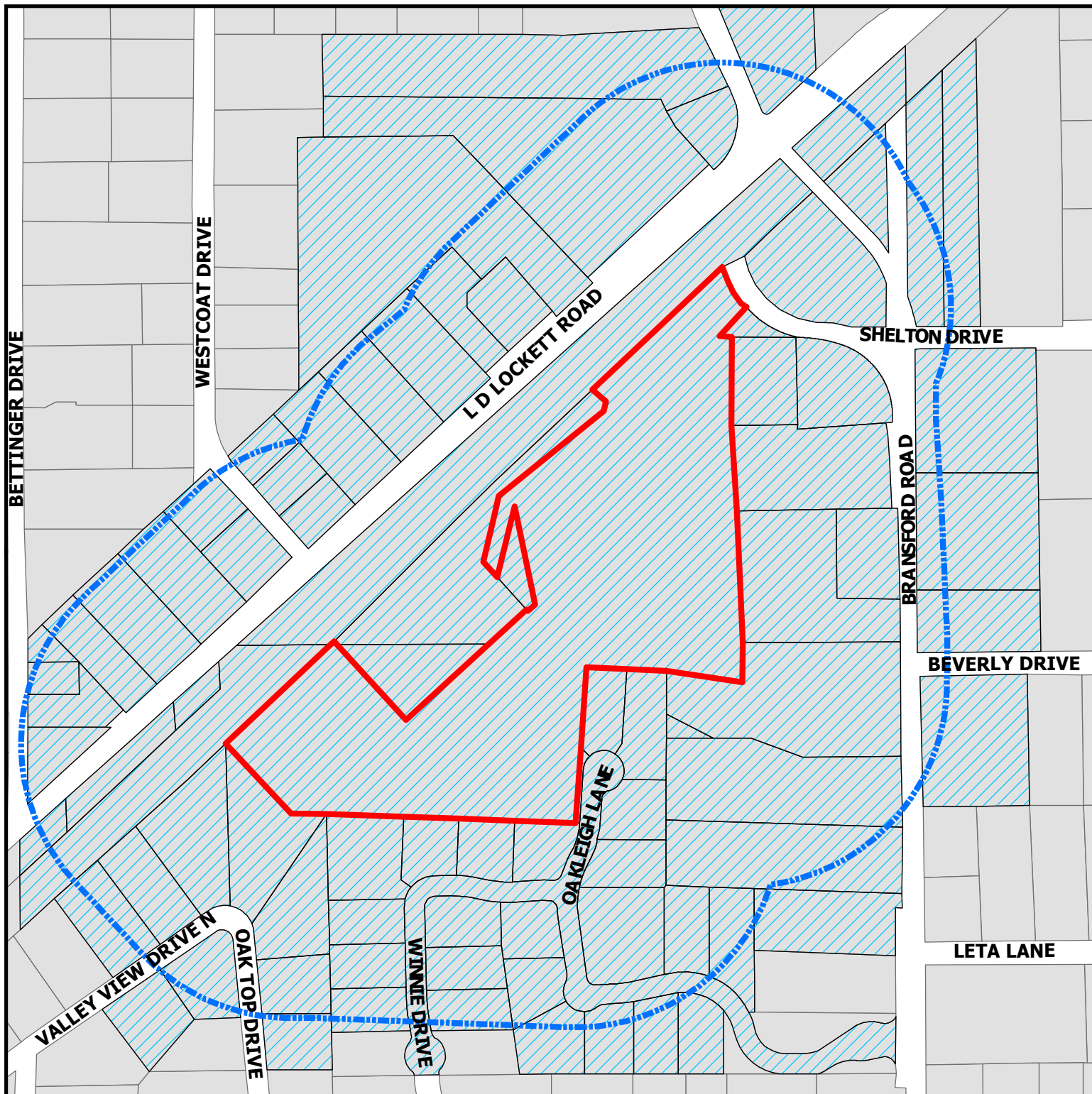
Part of Lot Common Area 6, Block X
Oakleigh Addition

J.J. Newton Survey, Abstract No. 1176
City of Colleyville, Tarrant County, Texas

- 2019 -

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Notification Map

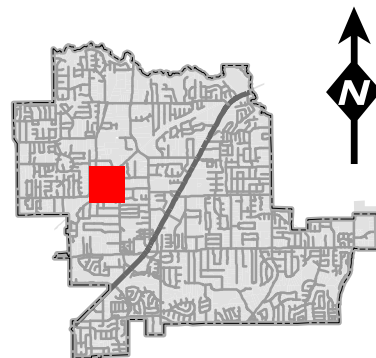


Zoning Map

401 Shelton Drive

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

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
2 HORSE LTD	6105 WESTCOAT DR	COLLEYVILLE, TX	76034	6100 L D LOCKETT RD
ATWOOD CUSTOM HOMES INC	PO BOX 93615	SOUTHLAKE, TX	76092	5632 OAKLEIGH LN
BAKER, WILLIAM	2201 MONTGOMERIE AVE	TROPHY CLUB, TX	76262	305 OAKLEIGH LN
BG FOX LLC	129 S MAIN ST	GRAPEVINE, TX	76051	200 WINNIE DR
BOX, DON M ETAL	5801 BETTINGER DR	COLLEYVILLE, TX	76034	5801 BETTINGER DR
BRADSHAW, BOB	5708 OAK TOP DR	COLLEYVILLE, TX	76034	5708 OAK TOP DR
BRANUM, MARY ANN	5816 ARBOR RD	FORT WORTH, TX	76180	6008 L D LOCKETT RD
BRAY, JESSE K	6108 LD LOCKETT RD	COLLEYVILLE, TX	76034	6108 L D LOCKETT RD
BRISTOL, DAVID E	501 BEVERLY DR	COLLEYVILLE, TX	76034	501 BEVERLY DR
BROWN, PAIGE	101 VALLEY VIEW DR N	COLLEYVILLE, TX	76034	101 VALLEY VIEW DR N
BUSKEY, PATTI	2509 HIGHLAND PARK CT	COLLEYVILLE, TX	76034	309 OAKLEIGH LN
CADENHEAD, WM B	713 LEGACY TRL	COLLEYVILLE, TX	76034	6113 BRANSFORD RD
CARNEY, MAX	5712 BRANSFORD RD	COLLEYVILLE, TX	76034	5712 BRANSFORD RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	400 SHELTON DR
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	403 SHELTON DR
COWAN, LARRY B	5904 BRANSFORD RD	COLLEYVILLE, TX	76034	5904 BRANSFORD RD
DEUSON, ETHEL ALLENE	100 VALLEY VIEW DR N	COLLEYVILLE, TX	76034	100 VALLEY VIEW DR N
DIXON, LISA	5700 OAK TOP DR	COLLEYVILLE, TX	76034	5700 OAK TOP DR
DOODY, KEVIN	1109 SOMERSET BLVD	COLLEYVILLE, TX	76034	500 SHELTON DR
DOODY, KEVIN	1109 SOMERSET BLVD	COLLEYVILLE, TX	76034	504 SHELTON DR
ELKINS, J D	5809 BETTINGER DR	COLLEYVILLE, TX	76034	5809 BETTINGER DR
FOUR SONS INVESTMENTS LP	6200 BRANSFORD RD	COLLEYVILLE, TX	76034	6104 BRANSFORD RD
G & H GROUP LLC	75 MAIN ST STE 100	COLLEYVILLE, TX	76034	401 SHELTON DR
GARRISON, LISA	5704 BRANSFORD RD	COLLEYVILLE, TX	76034	5704 BRANSFORD RD
GOTCHER, BUFORD D	5816 BRANSFORD RD	COLLEYVILLE, TX	76034	5816 BRANSFORD RD
GRAVES, JERRY W	5901 WESTCOAT DR	COLLEYVILLE, TX	76034	5901 WESTCOAT DR
HALL, ANN-NITA PEARL	5905 WESTCOAT DR	COLLEYVILLE, TX	76034	5905 WESTCOAT DR
HONDZINSKI, FREDERICK	5701 OAKLEIGH LN	COLLEYVILLE, TX	76034	5701 OAKLEIGH LN
IHNE, ROGER	1111 BERING DR UNIT 1206	HOUSTON, TX	77057	5619 WINNIE DR
INDEPENDENT BANK	PO BOX 2255	MCKINNEY, TX	75070	5808 BRANSFORD RD
ISHAK, ASHRAF Z	104 W LD LOCKETT RD	COLLEYVILLE, TX	76034	104 W L D LOCKETT RD
J BAR #4 REVOCABLE TRUST	208 WINNIE DR	COLLEYVILLE, TX	76034	208 WINNIE DR
KA HOME CONSTRUCTION INC	PO BOX 92279	SOUTHLAKE, TX	76092	5709 OAKLEIGH LN
KAMERMAN, DELORIS	6016 LD LOCKETT RD	COLLEYVILLE, TX	76034	6016 L D LOCKETT RD
LADD, BARBARA J	6000 BRANSFORD RD	COLLEYVILLE, TX	76034	6000 BRANSFORD RD
LAMA, PASANG	6001 BRANSFORD RD	COLLEYVILLE, TX	76034	6001 BRANSFORD RD
LARRY STEWART CUSTOM HOMES LLC	PO BOX 1497	COLLEYVILLE, TX	76034	5615 WINNIE DR
MARTIN, JOHN GERALD	104 VALLEY VIEW DR N	COLLEYVILLE, TX	76034	104 VALLEY VIEW DR N
MCQUAGGE, TROY	5628 OAKLEIGH LN	COLLEYVILLE, TX	76034	5628 OAKLEIGH LN
MINOR, ARVIL	5808 BRANSFORD RD	COLLEYVILLE, TX	76034	5808 BRANSFORD RD
MONUMENT CUSTOM BUILDERS LP	PO BOX 159	COLLEYVILLE, TX	76034	5622 WINNIE DR
NOEL, SAM	PO BOX 159	COLLEYVILLE, TX	76034	5805 BETINGER DR
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS, TX	75313	109 W L D LOCKETT RD
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS, TX	75313	105 W L D LOCKETT RD
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS, TX	75313	6001 L D LOCKETT RD
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS, TX	75313	6001 L D LOCKETT RD
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS, TX	75313	105 W L D LOCKETT RD
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS, TX	75313	411 SHELTON DR
PACE, JOHN C	6004 LD LOCKETT RD	COLLEYVILLE, TX	76034	6004 L D LOCKETT RD
PANNO, KIM	5901 BRANSFORD RD	COLLEYVILLE, TX	76034	5901 BRANSFORD RD
PANNO, RYAN M	6012 LD LOCKETT	COLLEYVILLE, TX	76034	6012 L D LOCKETT RD
PARTLOW, BRANDY	100 WEST LD LOCKETT RD	COLLEYVILLE, TX	76034	100 W L D LOCKETT RD
PELTON, LINDA A	5813 BETTINGER DR	COLLEYVILLE, TX	76034	5813 BETTINGER DR
POLARIS LLC	1732 JOHNSON RD	KELLER, TX	76248	5625 WINNIE DR
POLARIS LLC	1732 JOHNSON RD	KELLER, TX	76248	5636 OAKLEIGH LN
PROVIDENTIAL LIFESTYLE HOMES L	624 STONEGLEN DR	KELLER, TX	76248	5614 WINNIE DR
PROVIDENTIAL LIFESTYLE HOMES L	624 STONEGLEN DR	KELLER, TX	76248	5710 OAKLEIGH LN
PROVIDENTIAL LIFESTYLE HOMES L	624 STONEGLEN DR	KELLER, TX	76248	204 WINNIE DR
PROVIDENTIAL LIFESTYLE HOMES L	624 STONEGLEN DR	KELLER, TX	76248	5618 WINNIE DR
PULTORAK, EDWARD J	105 VALLEY VIEW DR N	COLLEYVILLE, TX	76034	105 VALLEY VIEW DR N
RACKHAM SMITH REALTY LLC	6520 OLD GATE RD	PLANO, TX	75024	5705 OAKLEIGH LN
RAY, RONNIE	4831 MERLOT AVE #320	GRAPEVINE, TX	76051	301 OAKLEIGH LN
REGIONAL RAIL ROW CO	PO BOX 660163	DALLAS, TX	75266	6301 L D LOCKETT RD
REGIONAL RAIL ROW CO	PO BOX 660163	DALLAS, TX	75266	6201 L D LOCKETT RD
RIMMER, BERTIE A	5812 BRANSFORD RD	COLLEYVILLE, TX	76034	5812 BRANSFORD RD
SCHWARTZKOPF, KRISTINA	5612 OAK TOP DR	COLLEYVILLE, TX	76034	5612 OAK TOP DR
SIMON, CAROL ANN	108 VALLEY VIEW DR N	COLLEYVILLE, TX	76034	108 VALLEY VIEW DR N
SULLIVAN, JOHN F	5908 WESTCOAT DR	COLLEYVILLE, TX	76034	112 W L D LOCKETT RD
SULLIVAN, JOHN F	5908 WESTCOAT DR	COLLEYVILLE, TX	76034	5908 WESTCOAT DR
TANNER, BRUCE	5616 BRANSFORD RD	COLLEYVILLE, TX	76034	304 OAKLEIGH LN
TANNER, VICKI	15618 HADDON FIELD WAY	DARNESTOWN, MD	20878	5710 BRANSFORD RD
TANNER, VICKI	5616 BRANSFORD RD	COLLEYVILLE, TX	76034	308 OAKLEIGH LN
UTLEY, WILLIAM B	5704 OAK TOP DR	COLLEYVILLE, TX	76034	5704 OAK TOP DR
VAN TREASE CONSTRUCTORS LLC	611 S MAIN ST STE 400	GRAPEVINE, TX	76051	5916 L D LOCKETT RD
WALKER, RUSSELL W	5909 WESTCOAT DR	COLLEYVILLE, TX	76034	5909 WESTCOAT DR
WEST, NICHOLAS	500 BEVERLY DR	COLLEYVILLE, TX	76034	500 BEVERLY DR
WILBOW-OAKLEIGH DEVELOPMENT CO	4133 N CENTRAL EXPWY STE 900	DALLAS, TX	75204	300 OAKLEIGH LN
WILBOW-OAKLEIGH DEVELOPMENT CO	4133 N CENTRAL EXPWY STE 900	DALLAS, TX	75204	5706 OAKLEIGH LN
WILBOW-OAKLEIGH DEVELOPMENT CO	4133 N CENTRAL EXPWY STE 900	DALLAS, TX	75204	5626 WINNIE DR
WITMAN, GEORGE	405 SHELTON DR	COLLEYVILLE, TX	76034	405 SHELTON DR
YOUNGREEN, ROBERT M	108 W LD LOCKETT RD	COLLEYVILLE, TX	76034	108 W L D LOCKETT RD
YU, CHI CHOI	6100 BRANSFORD RD	COLLEYVILLE, TX	76034	6100 BRANSFORD RD
				5608 WINNIE DR
ALIANNE ESTATES	6201 THERESA LANE	COLLEYVILLE, 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
NASHED, OSAMA	5000 THOMPSON TERRACE	COLLEYVILLE, TX	76034	APPLICANT

Public hearing notices were mailed on January 24, 2020



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, February 10, 2020 at 7:00 p.m.

City Council Meetings: Tuesday, March 3, 2020 at 7:30 p.m.

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

Request: Consideration of a request for a Preliminary/Final Plat for Lots 1-11, Block A, Lots 1-13, Block B, and Lots 1-3, Block X, of the Preston Manor Addition. The purpose is to plat the property into 24 single-family residential lots and 3 common lots.

Zoning Case: PC20-001

Applicant: Osama Nashed

Owner: Waguih Guirguis

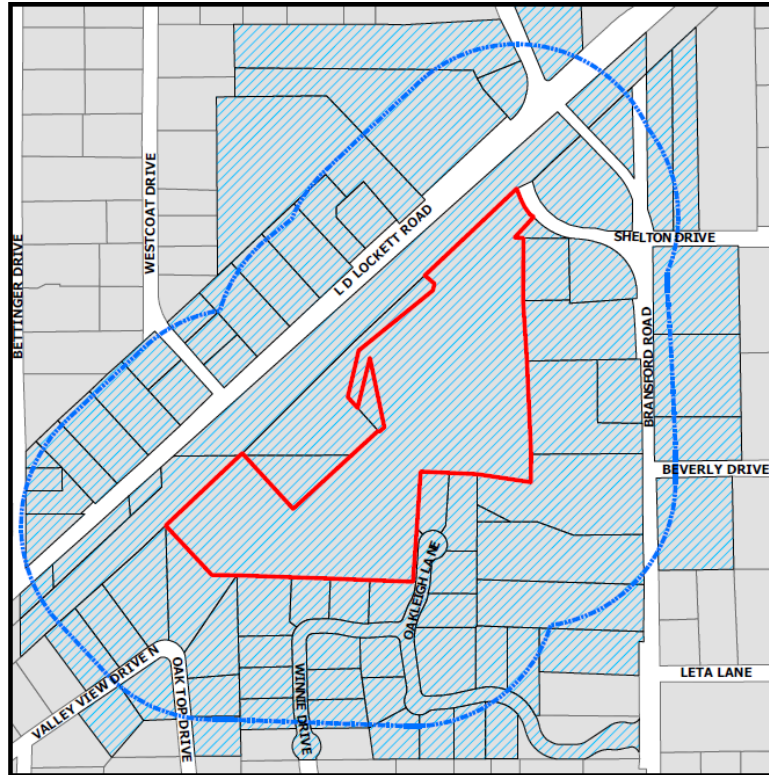
Location: 401 Shelton Drive

Property Description: Tracts 6A1, 6A2, 6A2A, 6A2B1, Abstract 1487, in the O C Sturm Survey, and Tracts 1B, 1B1, 1B2A, Abstract 1176, in the J J Newton Survey

Present Zoning: R-20 Single Family Residential

NOTICE OF PUBLIC HEARING

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



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

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

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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

RESOLUTION R-20-4478

**A RESOLUTION APPROVING A PRELIMINARY/FINAL PLAT FOR THE
PRESTON MANNER ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the Preliminary/Final Plat for the Preston Manner Addition on February 24, 2020.

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

Sec. 1. THAT the Preliminary/Final Plat for Preston Manner Addition on approximately 15.7097 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS
THE 17th DAY OF MARCH 2020.

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
Assistant City Secretary

Richard Newton
Mayor

Exhibit "A" - Plat Exhibit

[illegible]

RESOLUTION R-20-4489

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
APRIL 7, 2020**

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 7TH DAY OF APRIL 2020.

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