



City of Colleyville City Council Agenda

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

Tuesday, May 19, 2020

PLEASE NOTE: ORDINANCE O-20-2113 - WITHDRAWN BY APPLICANT -
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

**CITY HALL DOORS ARE OPEN TO THE PUBLIC
HAND SANITIZER IS AVAILABLE AT THE ENTRY DOORS
SIX FOOT SOCIAL DISTANCING IS REQUIRED TO BE MAINTAINED**

**WORKSESSION - 5:30 PM
CITY COUNCIL CHAMBERS - THIRD FLOOR**

**UPON ADJOURNMENT OF THE WORKSESSION, CITY COUNCIL WILL RETIRE
TO THE EXECUTIVE CONFERENCE ROOM FOR EXECUTIVE SESSION**

CALL TO ORDER

WS-1 Discussion of Stormwater CIP Plan implementation

WS-2 Discussion of the City's Electioneering Regulations

WS-3 Discussion of the May 19, 2020, City Council regular agenda items

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

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

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

- Glade Road eminent domain case for Parcel 150

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

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

Section 551.074 - Personnel - Deliberate the appointment, employment, evaluation, and duties of the City Manager

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

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

INVOCATION: Pastor Dave Jung, Crown of Life

PLEDGE OF ALLEGIANCE: Mayor Richard Newton

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-20-4497

3. OATH OF OFFICE

4. ELECTION OF A MAYOR PRO TEM

5. 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 National Public Works Week May 17-23 -
Public Works Director Ray Silva-Reyes and Mayor Richard Newton

6. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-20-4498

6a Approval of the minutes of the regular City Council meeting of May 5, 2020

6b Approval of the First Amendment to the Construction Services Agreement with Mobil Construction Corporation, LLC, for the FY2020 Miscellaneous Concrete Repair Contract, providing for an additional \$250,000 to the current project budget, in a total amount not to exceed \$725,000, and authorizing the City Manager to execute the amendment

- 6c** Approval of a Construction Services Agreement with Taurus Commercial Inc., for the City Park Restrooms Renovation Project in an amount not to exceed \$403,921, and authorizing the City Manager to execute the agreement
- 6d** Approval of a Construction Services Agreement with AAA Time Saver Services for the Nature Center and Reagan Park Restrooms Project in an amount not to exceed \$643,480, and authorizing the City Manager to execute the agreement
- 6e** Approval of the purchase of self-contained breathing apparatus (SCBA) from DACO Fire Equipment, Inc., in an amount not to exceed \$262,248.45, and authorizing the City Manager to execute the purchasing documents
- 6f** Approval of the purchase of a breathing air compressor at Fire Station 1, in an amount not to exceed \$57,129.20, and authorizing the City Manager to execute the purchasing documents

7. ITEMS NOT FOR CITY COUNCIL ACTION

- 7a** Monthly Financial Report

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

8a 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

8b 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

8c Ordinance O-20-2113

WITHDRAWN BY APPLICANT - 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

9. RESOLUTION(S): READING AND PUBLIC HEARING**9a Resolution R-20-4499**

A resolution designating a person to fulfill the duties imposed by Tax Code Chapter 26

9b Resolution R-20-4500

Request for a variance to Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically the maximum lot coverage and maximum impervious coverage requirements, on Lot 10, Block 1, of the Alianne Estates, located at 6201 Theresa Lane, Case VC20-001

10. TABLED: RESOLUTION(S) READING AND PUBLIC HEARING**10a 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

11. CITIZEN COMMENTS**12. REPORTS**

September 23, 2019 Planning and Zoning Commission Minutes
October 14, 2019 Planning and Zoning Commission Minutes
October 28, 2019 Planning and Zoning Commission Minutes
November 12, 2019 Planning and Zoning Commission Minutes

13. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MAY 19, 2020 - READING AND PUBLIC HEARING - RESOLUTION R-20-4501**14. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, May 15, 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

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

Agenda Number WS-1

Agenda Date 5/19/2020

Type Worksession

Department Public Works

Title

Discussion of Stormwater CIP Plan implementation

Explanation

The City entered into a Professional Services Agreement with Kimley-Horn and Associates, Inc. on July 17, 2018 to develop a Storm Drainage Master Plan. As part of the agreement to ensure the plan is as comprehensive and complete as possible, the consultant participated in two public meetings on January 30, 2019 and October 3, 2019, to gather feedback from the community.

On February 4, 2020 staff presented Council with an update which included a comprehensive list of potential projects, opinion of probable construction costs, and sought council guidance for an implementation strategy. This update will provide council with further details regarding the funding requirements for implementation.

The study includes an analysis of the complete drainage system conditions including the evaluation of 123 roadway crossings and six low water crossings. The results are summarized for each location prioritized on an established criteria with proposed designs to mitigate the drainage issues for the highest priority projects. Solutions vary depending upon the specific issues which may include reconstructing culvert crossings to establishing a routine location maintenance schedule.

This presentation will provide Council with a 10-year Stormwater CIP Plan divided into several budget level options. This will only be informational until the ensuing work session. The next meeting will provide Council with an overview of the existing funding mechanism and explore alternative funding mechanisms for each Stormwater CIP Plan budget level.

Attachments

1. Kimley-Horn Presentation
2. Prioritization List \$200k - \$300k
3. Prioritization List \$500k - \$700k
4. Prioritization List \$850k - \$1.15m
5. Prioritization List \$1.4m - \$1.61m
6. Prioritization List \$1.9m - \$2.25m
7. Prioritization List \$1.9m - \$2.25m (20Yr)



City of Colleyville Stormwater CIP Plan Update

May 19, 2020

Overview

- ◆ Provide Overview of Council on February 4, 2020
- ◆ Discuss approach to Prioritization List/Implementation Plan
- ◆ Next Steps/Schedule

Previous Update

- ◆ Public Meetings - January 28, 2019 and September 17, 2019
- ◆ Low Water Crossings - prepared preliminary design for six crossings (over \$21M in improvements)
- ◆ Roadway Crossings - over 125 evaluated, prioritized (9-high, 17-medium, 22-low, 48 sufficient, 29 other)
- ◆ Neighborhood Studies - Jim Mitchell, Saddlebrook, Ponderosa, Wagonwheel, Chisolm, Bandit, LD Lockett)
- ◆ Maintenance of Crossings - prepared list of maintenance needs
- ◆ Little Bear Creek - erosion occurring, needs maintenance, including Green Meadow Bank Stabilization

Current Update

- ◆ Discuss implementation: Present funding categories for prioritization
 - ◆ Present different ways to approach prioritization of remaining projects
 - Based upon length of time to complete projects
 - Based upon available budget/cost of projects
 - Based upon addressing high priority projects first
- ◆ Don't need answer today. Will be discussing mechanism for funding projects (future council meeting)

Current Update

- ◆ Projects to consider:

- ◆ There are over 45 roadway crossings (high, medium, low), six neighborhood projects (over \$40M in needed improvements)

- ◆ Six Low Water Crossings (\$21M+) - high priority

- ◆ Maintenance activities - will be considered separately

Question: Do we include the low water crossings in the implementation plan?

Current Update

- ◆ Prioritization List to consider for 5 CIP funding categories of project costs over 10 years (not including low water crossings)
 - ◆ \$200k-\$300k-22 projects
 - ◆ \$500k-\$700k-18 projects
 - ◆ \$800k-\$1.15M-1 project
 - ◆ \$1.4M-\$1.61M-2 project
 - ◆ \$1.9M-\$2.25M-2 projects
- ◆ Current Budget is \$400k-\$700k



Kimley»Horn
Storm Drainage Master Plan



PRIORITIZATION LIST FOR IMPLEMENTATION
10-YEAR CIP SCHEDULE (\$200,000-\$300,000)

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost	Implementation Strategy
2021	Jim Mitchell	High	NA	NA	NA	Add storm drain in neighborhood (Design and Construction)	\$250,000	CIP Project
2021 Total							\$250,000	
2022	Wagonwheel and Chisolm	High	NA	NA	NA	Drainage Design for Wagonwheel and Chisolm	\$75,000	CIP Project
2022	Bandit Preliminary Design	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$100,000	CIP Project
2022	LD Lockett/Shelton	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$75,000	CIP Project
2022 Total							\$250,000	
2023	Wagonwheel and Chisolm-Phase 1	High	NA	NA	NA	Construction	\$200,000	CIP Project
2023 Total							\$200,000	
2024	Wagonwheel and Chisolm-Phase 2	High	NA	NA	NA	Construction	\$200,000	CIP Project

Current Update

- ◆ Prioritization of projects funding categories- without low water crossings:

Approach Option Range (Budget per Year)	# of Projects Completed within 10 years	% of Projects Completed within 10 years
\$1.9M-\$2.25M	40	95.2%
\$1.4M-\$1-61M	31	73.8%
\$850k-\$1.15M	18	42.9%
\$500k-\$700k	8	19.0%
\$200k-\$300k	5-6	11.9%-14.2%

Doesn't address six highest priority projects



Current Update

- ◆ Prioritization of projects options with low water crossings (20 years):

Approach Option Range (Budget per Year)	# of Projects Completed within 20 years	% of Projects Completed within 20 years
\$1.9M-\$2.25M	44	93.6%

- ◆ Low water crossings over \$21M
- ◆ This approach allows design/construction of five of the six low water crossings and the neighborhood studies within 10 years with the remaining medium and low priority projects over the following 10 years.

Current Update

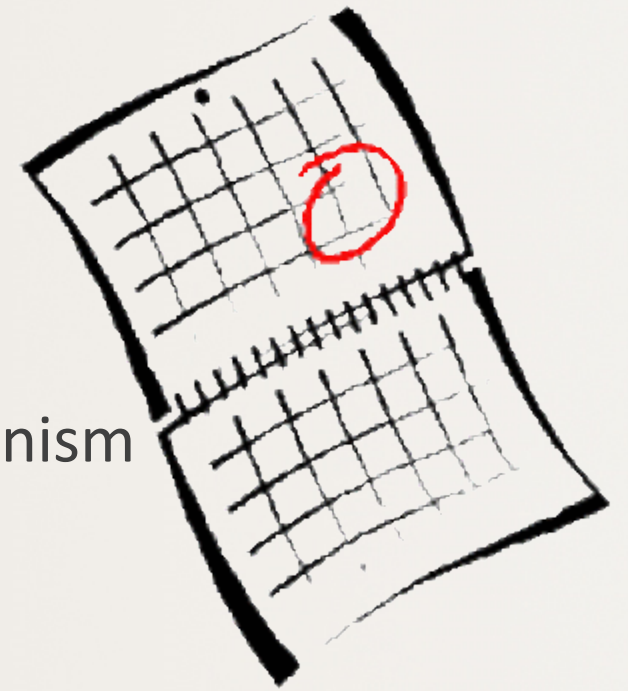
- ◆ Benefits of having larger budget and including low water crossings
 - ◆ Completing high priority projects first
 - ◆ Neighborhood improvements
 - ◆ Low water crossings
 - ◆ Allows flexibility to handle unprogrammed projects or programs
- ◆ Stormwater CIP will be updated annually to manage costs and projects

Next Steps - Develop Implementation Plan

- ◆ Consider the information provided
- ◆ Next Council update will discuss mechanism to fund stormwater improvements
- ◆ Ultimately provide direction on how to implement the drainage master plan

Schedule

- ◆ Provide overview to the Council (today)
- ◆ Meet with Council next month to discuss funding mechanism
- ◆ Get feedback on implementation plan in future Council meeting
- ◆ Finish report by end of Fall 2020 (depending upon feedback from Council/staff)



**PRIORIZATION LIST FOR IMPLEMENTATION
10-YEAR CIP SCHEDULE (\$200,000-\$300,000)**

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost
2021	Jim Mitchell	High	NA	NA	NA	Add storm drain in neighborhood (Design and Construction)	\$250,000
2021 Total							\$250,000
2022	Wagonwheel and Chisolm	High	NA	NA	NA	Drainage Design for Wagonwheel and Chisolm	\$75,000
2022	Bandit Preliminary Design	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$100,000
2022	LD Lockett/Shelton	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$75,000
2022 Total							\$250,000
2023	Wagonwheel and Chisolm-Phase 1	High	NA	NA	NA	Construction	\$200,000
2023 Total							\$200,000
2024	Wagonwheel and Chisolm-Phase 2	High	NA	NA	NA	Construction	\$200,000
2024 Total							\$200,000

2025	Ponderosa	High	NA	NA	NA	Add storm drain at flume (Design and Construction)	\$200,000
2025 Total							\$200,000
2026	Bandit -Phase 1	High	NA	NA	NA	Construction	\$250,000
2026 Total							\$250,000
2027	Bandit -Phase 2	High	NA	NA	NA	Construction	\$250,000
2027 Total							\$250,000
2028	LD Lockett/Shelton Phase 1	High	NA	NA	NA	Construction	\$250,000
2028 Total							\$250,000
2029	LD Lockett/Shelton Phase 2	High	NA	NA	NA	Construction	\$250,000
2029 Total							\$250,000
2030	Green Meadow Design	High	NA	NA	NA	Design	\$300,000
2030 Total							\$300,000

2031	Green Meadow Phase 1	High	NA	NA	NA	Construction	\$300,000
2031 Total							\$300,000
Future	Green Meadow Future Phases	High	NA	NA	NA	Construction	\$1,300,000
Future	Tributary Little Bear 1	High	3-72" RCP	4451	3-8'x7' RCB (100yr)	Willow Lane Residential Road (2 lane undivided)	\$700,000
Future	Tributary Little Bear 1	High	3-78" RCP	4038	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road (2 lane undivided)	\$750,000
Future	Chelsea Creek	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$875,000
Future	Bransford Creek	Medium	2-36" RCP	1005	3-8'x3' RCB (10yr)	Black Drive Residential Road (2 lane undivided)	\$325,000
Future	Jackson Creek	Medium	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$600,000
Future	Tributary Little Bear 2	Medium	1-10'X4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000
Future	Jackson Creek	Medium	2-6'X3' RCB	652	2-6'x3' RCB (1yr) or 4-6'x3' RCB (10yr)	Jackson Road Minor Arterial (2 lane undivided)	\$350,000

Future	West White Chapel Creek	Medium	2-27" RCP	284	5-7'x3' RCB (10yr)	Private Drive	\$225,000
Future	White Chapel Creek	Medium	1-6'x6' RCB	1106	3-9'x6' RCB (10yr)	Pleasant Run Road Residential Connector (2 lane undivided)	\$325,000
Future	Bransford Creek	Medium	2-30" RCP	3291	3-6'x3' RCB (100yr)	Private Drive	\$575,000
Future	Bransford Creek	Medium	2-36" RCP	648	2-36" RCP (10yr)	Private Drive	\$350,000
Future	Bransford Creek	Medium	1-42" RCP	2831	2-6'x3' RCB (10yr)	Lloyd Circle Residential Road (2 lane undivided)	\$525,000
Future	Oak Knoll	Medium	2-7'x4' RCB	4525	2-7'x4' RCB (10yr)	Laurel Circle Residential Road (2 lane undivided)	\$525,000
Future	Pecan Creek	Medium	1-60" RCP	5731	6-6'x6' RCB (100yr)	Private Drive	\$975,000
Future	Pecan Creek	Medium	2-8'x5' RCB	6421	3-8'x5' RCB (100yr)	Private Drive	\$775,000
Future	Tributary Little Bear 2	Medium	1-10'x4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000
Future	Bluebonnet Creek	Low	2-5'x5' RCB	561	1-6'x5' RCB (100yr)	Somerset Blvd. Residential Road (2 lane undivided)	\$500,000

Future	Bransford Creek	Low	1-5.2'X4' RCB	2595	2-6'x4' RCB	Private Drive	\$175,000
Future	Bransford Creek	Low	1-10'X4' RCB (Old); 3-5'x4' RCB (New)	1996	3-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$200,000
Future	Chelsea Creek	Low	3-8'X7' RCB	2860	4-8'x7' RCB	Private Drive	\$600,000
Future	Jackson Creek	Low	3-9'X5' RCB	908	5-9'x5' RCB (100yr)	Sherwood Lane Residential Road (2 lane undivided)	\$275,000
Future	McCain Creek	Low	2-42" RCP	2563	3-4'x3' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$375,000
Future	Meadow Creek	Low	1-60" RCP	3241	4-10'x5' RCB (50yr)	Kirk Road Residential Connector (2 lane undivided)	\$700,000
Future	Meadow Creek	Low	2-4'X2' RCB	7570	4-6'x3' RCB (100yr)	Lavaca Trail (Asphalt) Minor Collector (2 lane undivided)	\$475,000
Future	Plantation Creek	Low	1-12'X6.5' ARCH	1266	2-10'x6' RCB (100yr)	Plantation Drive Residential Road (2 lane undivided)	\$200,000
Future	Pleasant Run Creek	Low	2-9'X9' RCB	2487	3-9'x9' RCB (100yr)	Thompson Terrace Residential Road (2 lane undivided)	\$1,300,000
Future	Pleasant Run Creek	Low	5-10'X5' RCB	3703	9-10'x6' RCB (100yr)	State Highway 26 (4 lane undivided)	\$1,925,000

Future	Pleasant Run Creek	Low	2-24" RCP and 3-5'X5' RCB	7746	2-24" RCP and 5-5'X5' RCB	Private Drive	\$250,000
Future	Pleasant Run Creek	Low	2-3.5'X3' RCB	8007	4-5'x5' RCB	Private Drive	\$225,000
Future	Tributary Little Bear 1	Low	6-10'X6' RCB	959	7-10'x6' RCB	Queensbury Way Residential Road (2 lane undivided)	\$625,000
Future	Tributary Little Bear 1	Low	3-72" RCP	5591	3-7'x7' RCB (100yr)	Summertree Lane Residential Road (2 lane undivided)	\$700,000
Future	Tributary Little Bear 2	Low	3-36" RCP	12083	3-54" (100yr)	Mustang Trail Residential Road (2 lane undivided)	\$575,000
Future	Windmere Creek	Low	3-48" RCP	1930	3-7'x4' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$775,000
Future	Tributary Little Bear 8	Low	1-24" RCP	783	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$350,000
Future	West White Chapel Creek	Low	1-8'X3' RCB	1090	3-8'x3' RCB (50yr)	John McCain Road Major Collector (2 lane undivided)	\$100,000
Future	East White Chapel Creek	Low	1-9'X5' RCB	1302	2-9'x5' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$150,000

**PRIORIZATION LIST FOR IMPLEMENTATION
10-YEAR CIP SCHEDULE (\$500,000-\$700,000)**

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost
2021	Jim Mitchell	High	NA	NA	NA	Add storm drain in neighborhood (Design and Construction)	\$250,000
2021	Wagonwheel and Chisolm	High	NA	NA	NA	Drainage Design for Wagonwheel and Chisolm	\$75,000
2021	Bandit Preliminary Design	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$100,000
2021	LD Lockett/Shelton	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$75,000
2021 Total							\$500,000
2022	Wagonwheel and Chisolm-Phase 1	High	NA	NA	NA	Construction	\$200,000
2022	Wagonwheel and Chisolm-Phase 2	High	NA	NA	NA	Construction	\$200,000
2022	Ponderosa	High	NA	NA	NA	Add storm drain at flume (Design and Construction)	\$200,000
2022 Total							\$600,000

2023	Bandit -Phase 1	High	NA	NA	NA	Construction	\$250,000
2023	Bandit -Phase 2	High	NA	NA	NA	Construction	\$250,000
2023 Total							\$500,000
2024	LD Lockett/Shelton Phase 1	High	NA	NA	NA	Construction	\$250,000
2024	LD Lockett/Shelton Phase 2	High	NA	NA	NA	Construction	\$250,000
2024 Total							\$500,000
2025	Green Meadow Design	High	NA	NA	NA	Design	\$300,000
2025	Green Meadow Phase 1	High	NA	NA	NA	Construction	\$300,000
2025 Total							\$600,000
2026	Green Meadow Phase 2	High	NA	NA	NA	Construction	\$300,000
2026	Chelsea Creek-Phase 1	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$300,000

2026 Total							\$600,000
2027	Green Meadow Phase 3	High	NA	NA	NA	Construction	\$500,000
2027 Total							\$500,000
2028	Chelsea Creek-Phase 2	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$575,000
2028 Total							\$575,000
2029	Green Meadow Phase 4	High	NA	NA	NA	Construction	\$500,000
2029 Total							\$500,000
2030	Green Meadow Phase 5	High	NA	NA	NA	Construction	\$500,000
2030 Total							\$500,000
2031	Tributary Little Bear 1	High	3-72" RCP	4451	3-8'x7' RCB (100yr)	Willow Lane Residential Road (2 lane undivided)	\$700,000.00
2031 Total							\$700,000

Future	Tributary Little Bear 1	High	3-78" RCP	4038	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road (2 lane undivided)	\$750,000
Future	Bransford Creek	Medium	2-36" RCP	1005	3-8'x3' RCB (10yr)	Black Drive Residential Road (2 lane undivided)	\$325,000
Future	Jackson Creek	Medium	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$600,000
Future	Tributary Little Bear 2	Medium	1-10'X4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000
Future	Jackson Creek	Medium	2-6'X3' RCB	652	2-6'x3' RCB (1yr) or 4-6'x3' RCB (10yr)	Jackson Road Minor Arterial (2 lane undivided)	\$350,000
Future	West White Chapel Creek	Medium	2-27" RCP	284	5-7'x3' RCB (10yr)	Private Drive	\$225,000
Future	White Chapel Creek	Medium	1-6'x6' RCB	1106	3-9'x6' RCB (10yr)	Pleasant Run Road Residential Connector (2 lane undivided)	\$325,000
Future	Bransford Creek	Medium	2-30" RCP	3291	3-6'x3' RCB (100yr)	Private Drive	\$575,000
Future	Pecan Creek	Medium	1-60" RCP	5731	6-6'x6' RCB (100yr)	Private Drive	\$975,000
Future	Pecan Creek	Medium	2-8'X5' RCB	6421	3-8'x5' RCB (100yr)	Private Drive	\$775,000

Future	Bransford Creek	Medium	2-36" RCP	648	2-36" RCP (10yr)	Private Drive	\$350,000
Future	Bransford Creek	Medium	1-42" RCP	2831	2-6'x3' RCB (10yr)	Lloyd Circle Residential Road (2 lane undivided)	\$525,000
Future	Oak Knoll	Medium	2-7'X4' RCB	4525	2-7'x4' RCB (10yr)	Laurel Circle Residential Road (2 lane undivided)	\$525,000
Future	Bluebonnet Creek	Low	2-5'X5' RCB	561	1-6'x5' RCB (100yr)	Somerset Blvd. Residential Road (2 lane undivided)	\$480,125.00
Future	Bransford Creek	Low	1-5.2'X4' RCB	2595	2-6'x4' RCB	Private Drive	\$175,000
Future	Bransford Creek	Low	1-10'X4' RCB (Old); 3-5'x4' RCB (New)	1996	3-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$200,000
Future	Chelsea Creek	Low	3-8'X7' RCB	2860	4-8'x7' RCB	Private Drive	\$600,000
Future	Jackson Creek	Low	3-9'X5' RCB	908	5-9'x5' RCB (100yr)	Sherwood Lane Residential Road (2 lane undivided)	\$275,000
Future	McCain Creek	Low	2-42" RCP	2563	3-4'x3' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$375,000
Future	Meadow Creek	Low	1-60" RCP	3241	4-10'x5' RCB (50yr)	Kirk Road Residential Connector (2 lane undivided)	\$700,000

Future	Meadow Creek	Low	2-4'X2' RCB	7570	4-6'x3' RCB (100yr)	Lavaca Trail (Asphalt) Minor Collector (2 lane undivided)	\$475,000
Future	Plantation Creek	Low	1-12'X6.5' ARCH	1266	2-10'x6' RCB (100yr)	Plantation Drive Residential Road (2 lane undivided)	\$200,000
Future	Pleasant Run Creek	Low	2-9'X9' RCB	2487	3-9'x9' RCB (100yr)	Thompson Terrace Residential Road (2 lane undivided)	\$1,3000,000
Future	Pleasant Run Creek	Low	5-10'X5' RCB	3703	9-10'x6' RCB (100yr)	State Highway 26 (4 lane undivided)	\$1,925,000
Future	Pleasant Run Creek	Low	2-24" RCP and 3-5'X5' RCB	7746	2-24" RCP and 5-5'X5' RCB	Private Drive	\$250,000
Future	Pleasant Run Creek	Low	2-3.5'X3' RCB	8007	4-5'x5' RCB	Private Drive	\$225,000
Future	Tributary Little Bear 1	Low	6-10'X6' RCB	959	7-10'x6' RCB	Queensbury Way Residential Road (2 lane undivided)	\$625,000
Future	Tributary Little Bear 1	Low	3-72" RCP	5591	3-7'x7' RCB (100yr)	Summertree Lane Residential Road (2 lane undivided)	\$700,000
Future	Tributary Little Bear 2	Low	3-36" RCP	12083	3-54" (100yr)	Mustang Trail Residential Road (2 lane undivided)	\$575,000

Future	Tributary Little Bear 8	Low	1-24" RCP	783	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$350,000
Future	West White Chapel Creek	Low	1-8'X3' RCB	1090	3-8'x3' RCB (50yr)	John McCain Road Major Collector (2 lane undivided)	\$100,000
Future	East White Chapel Creek	Low	1-9'X5' RCB	1302	2-9'x5' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$150,000
Future	White Chapel Creek	Low	3-5'X2' RCB	4709	6-5'x2' RCB (10yr)	John McCain Road Major Collector (2 lane undivided)	\$100,000
Future	Windmere Creek	Low	3-48" RCP	1930	3-7'x4' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$775,000

**PRIORIZATION LIST FOR IMPLEMENTATION
10-YEAR CIP SCHEDULE (\$850,000-\$1,150,000)**

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost
2021	Jim Mitchell	High	NA	NA	NA	Add storm drain in neighborhood (Design and Construction)	\$250,000
2021	Wagonwheel and Chisolm	High	NA	NA	NA	Drainage Design for Wagonwheel and Chisolm	\$75,000
2021	Bandit Preliminary Design	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$100,000
2021	LD Lockett/Shelton	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$75,000
2021	Ponderosa	High	NA	NA	NA	Add storm drain at flume (Design and Construction)	\$200,000
2021	Green Meadow Design	High	NA	NA	NA	Design	\$300,000
2021 Total							\$1,000,000
2022	Wagonwheel and Chisolm-Phase 1	High	NA	NA	NA	Construction	\$200,000
2022	Wagonwheel and Chisolm-Phase 2	High	NA	NA	NA	Construction	\$200,000

2022	Bandit -Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2022 Total							\$900,000
2023	LD Lockett/Shelton Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2023	Chelsea Creek- Phase 1	Medium	3-8'x7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$475,000
2023 Total							\$975,000
2024	Green Meadow Phase 1, Phase 2, and Phase 3	High	NA	NA	NA	Construction	\$1,000,000
2024 Total							\$1,000,000
2025	Green Meadow Phase 4	High	NA	NA	NA	Construction	\$600,000
2025	Chelsea Creek- Phase 2	Medium	3-8'x7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$475,000
2025 Total							\$1,075,000

2026	Bransford Creek	Medium	1-42" RCP	2831	2-6'x3' RCB (10yr)	Lloyd Circle Residential Road (2 lane undivided)	\$525,000
2026	Bransford Creek	Medium	2-36" RCP	1005	3-8'x3' RCB (10yr)	Black Drive Residential Road (2 lane undivided)	\$325,000
2026 Total							\$850,000
2027	Tributary Little Bear 1	High	3-72" RCP	4451	3-8'x7' RCB (100yr)	Willow Lane Residential Road (2 lane undivided)	\$700,000
2027	Jackson Creek	Medium	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$300,000
2027 Total							\$1,000,000
2028	Tributary Little Bear 1	High	3-78" RCP	4038	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road (2 lane undivided)	\$750,000
2028	Jackson Creek	Medium	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$300,000
2028 Total							\$1,050,000
2029	Tributary Little Bear 2	Medium	1-10'X4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000

2029	Jackson Creek	Medium	2-6'X3' RCB	652	2-6'x3' RCB (1yr) or 4-6'x3' RCB (10yr)	Jackson Road Minor Arterial (2 lane undivided)	\$350,000
2029 Total							\$960,000
2030	West White Chapel Creek	Medium	2-27" RCP	284	5-7'x3' RCB (10yr)	Private Drive	\$225,000
2030	White Chapel Creek	Medium	1-6'x6' RCB	1106	3-9'x6' RCB (10yr)	Pleasant Run Road Residential Connector (2 lane undivided)	\$325,000
2030	Bransford Creek	Medium	2-30" RCP	3291	3-6'x3' RCB (100yr)	Private Drive	\$575,000
2030 Total							\$1,125,000
2031	Pecan Creek	Medium	1-60" RCP	5731	6-6'x6' RCB (100yr)	Private Drive	\$975,000
2031 Total							\$975,000
Future Projects							
Future	Pecan Creek	Medium	2-8'X5' RCB	6421	3-8'x5' RCB (100yr)	Private Drive	\$775,000

Future	Bransford Creek	Medium	2-36" RCP	648	2-36" RCP (10yr)	Private Drive	\$350,000
Future	Chelsea Creek	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$875,000
Future	Oak Knoll	Medium	2-7'X4' RCB	4525	2-7'x4' RCB (10yr)	Laurel Circle Residential Road (2 lane undivided)	\$525,000
Future	Tributary Little Bear 2	Medium	1-10'X4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000
Future	Bluebonnet Creek	Low	2-5'X5' RCB	561	1-6'x5' RCB (100yr)	Somerset Blvd. Residential Road (2 lane undivided)	\$500,000
Future	Bransford Creek	Low	1-5.2'X4' RCB	2595	2-6'x4' RCB	Private Drive	\$175,000
Future	Bransford Creek	Low	1-10'X4' RCB (Old); 3-5'x4' RCB (New)	1996	3-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$200,000
Future	Chelsea Creek	Low	3-8'X7' RCB	2860	4-8'x7' RCB	Private Drive	\$600,000
Future	Jackson Creek	Low	3-9'X5' RCB	908	5-9'x5' RCB (100yr)	Sherwood Lane Residential Road (2 lane undivided)	\$275,000

Future	McCain Creek	Low	2-42" RCP	2563	3-4'x3' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$375,000
Future	Meadow Creek	Low	1-60" RCP	3241	4-10'x5' RCB (50yr)	Kirk Road Residential Connector (2 lane undivided)	\$700,000
Future	Meadow Creek	Low	2-4'X2' RCB	7570	4-6'x3' RCB (100yr)	Lavaca Trail (Asphalt) Minor Collector (2 lane undivided)	\$475,000
Future	Plantation Creek	Low	1-12'X6.5' ARCH	1266	2-10'x6' RCB (100yr)	Plantation Drive Residential Road (2 lane undivided)	\$200,000
Future	Pleasant Run Creek	Low	2-9'X9' RCB	2487	3-9'x9' RCB (100yr)	Thompson Terrace Residential Road (2 lane undivided)	\$1,300,000
Future	Pleasant Run Creek	Low	5-10'X5' RCB	3703	9-10'x6' RCB (100yr)	State Highway 26 (4 lane undivided)	\$1,925,000
Future	Pleasant Run Creek	Low	2-24" RCP and 3- 5'X5' RCB	7746	2-24" RCP and 5-5'X5' RCB	Private Drive	\$250,000
Future	Pleasant Run Creek	Low	2-3.5'X3' RCB	8007	4-5'x5' RCB	Private Drive	\$225,000
Future	Tributary Little Bear 1	Low	6-10'X6' RCB	959	7-10'x6' RCB	Queensbury Way Residential Road (2 lane undivided)	\$625,000

Future	Tributary Little Bear 1	Low	3-72" RCP	5591	3-7'x7' RCB (100yr)	Summertree Lane Residential Road (2 lane undivided)	\$700,000
Future	Tributary Little Bear 2	Low	3-36" RCP	1208 3	3-54" (100yr)	Mustang Trail Residential Road (2 lane undivided)	\$575,000
Future	Tributary Little Bear 8	Low	1-24" RCP	783	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$350,000
Future	West White Chapel Creek	Low	1-8'X3' RCB	1090	3-8'x3' RCB (50yr)	John McCain Road Major Collector (2 lane undivided)	\$100,000
Future	East White Chapel Creek	Low	1-9'X5' RCB	1302	2-9'x5' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$150,000
Future	White Chapel Creek	Low	3-5'X2' RCB	4709	6-5'x2' RCB (10yr)	John McCain Road Major Collector (2 lane undivided)	\$125,000
Future	Windmere Creek	Low	3-48" RCP	1930	3-7'x4' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$775,000

**PRIORIZATION LIST FOR IMPLEMENTATION
10-YEAR CIP SCHEDULE (\$1,400,000-\$1,610,000)**

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost
2021	Jim Mitchell	High	NA	NA	NA	Add storm drain in neighborhood (Design and Construction)	\$250,000
2021	Wagonwheel and Chisolm	High	NA	NA	NA	Drainage Design for Wagonwheel and Chisolm	\$75,000
2021	Bandit Preliminary Design	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$100,000
2021	LD Lockett/Shelton	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$75,000
2021	Ponderosa	High	NA	NA	NA	Add storm drain at flume (Design and Construction)	\$200,000
2021	Green Meadow Design	High	NA	NA	NA	Design	\$300,000
2021	Wagonwheel and Chisolm-Phase 1	High	NA	NA	NA	Construction	\$200,000
2021	Wagonwheel and Chisolm-Phase 2	High	NA	NA	NA	Construction	\$200,000

2021 Total							\$1,400,000
2022	Bandit -Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2022	LD Lockett/Shelton Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2022	Chelsea Creek- Phase 1	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$500,000
2022 Total							\$1,500,000
2023	Green Meadow Phase 1-4	High	NA	NA	NA	Construction	\$1,600,000
2023 Total							\$1,600,000
2024	Chelsea Creek- Phase 2	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$375,000
2024	Bransford Creek	Medium	2-36" RCP	1005	3-8'x3' RCB (10yr)	Black Drive Residential Road (2 lane undivided)	\$325,000
2024	Jackson Creek	Medium	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$600,000

2024	Jackson Creek	Medium	2-6'x3' RCB	652	2-6'x3' RCB (1yr) or 4-6'x3' RCB (10yr)	Jackson Road Minor Arterial (2 lane undivided)	\$350,000
2024 Total							\$1,600,000
2025	Tributary Little Bear 1	High	3-72" RCP	4451	3-8'x7' RCB (100yr)	Willow Lane Residential Road (2 lane undivided)	\$700,000
2025	Tributary Little Bear 1	High	3-78" RCP	4038	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road (2 lane undivided)	\$750,000
2025 Total							\$1,450,000
2026	Tributary Little Bear 2	Medium	1-10'x4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000
2026	McCain Creek	Low	2-42" RCP	2563	3-4'x3' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$375,000
2026	West White Chapel Creek	Medium	2-27" RCP	284	5-7'x3' RCB (10yr)	Private Drive	\$225,000
2026	White Chapel Creek	Medium	1-6'x6' RCB	1106	3-9'x6' RCB (10yr)	Pleasant Run Road Residential Connector (2 lane undivided)	\$325,000

2026 Total							\$1,535,000
2027	Pecan Creek	Medium	1-60" RCP	5731	6-6'x6' RCB (100yr)	Private Drive	\$975,000
2027	Bransford Creek	Medium	2-30" RCP	3291	3-6'x3' RCB (100yr)	Private Drive	\$575,000
2027 Total							\$1,500,000
2028	Pecan Creek	Medium	2-8'X5' RCB	6421	3-8'x5' RCB (100yr)	Private Drive	\$775,000
2028	Bransford Creek	Medium	2-36" RCP	648	2-36" RCP (10yr)	Private Drive	\$350,000
2028	Bransford Creek	Medium	1-42" RCP	2831	2-6'x3' RCB (10yr)	Lloyd Circle Residential Road (2 lane undivided)	\$525,000
2028 Total							\$1,650,000
2029	Meadow Creek	Low	1-60" RCP	3241	4-10'x5' RCB (50yr)	Kirk Road Residential Connector (2 lane undivided)	\$700,000
2029	Oak Knoll	Medium	2-7'X4' RCB	4525	2-7'x4' RCB (10yr)	Laurel Circle Residential Road (2 lane undivided)	\$525,000

2029	Bransford Creek	Low	1-5.2'X4' RCB	2595	2-6'x4' RCB	Private Drive	\$175,000
2029 Total							\$1,400,000
2030	Jackson Creek	Low	3-9'X5' RCB	908	5-9'x5' RCB (100yr)	Sherwood Lane Residential Road (2 lane undivided)	\$275,000
2030	Meadow Creek	Low	2-4'X2' RCB	7570	4-6'x3' RCB (100yr)	Lavaca Trail (Asphalt) Minor Collector (2 lane undivided)	\$475,000
2030	Plantation Creek	Low	1-12'X6.5' ARCH	1266	2-10'x6' RCB (100yr)	Plantation Drive Residential Road (2 lane undivided)	\$200,000
Future	Tributary Little Bear 1	Low	6-10'X6' RCB	959	7-10'x6' RCB	Queensbury Way Residential Road (2 lane undivided)	\$625,000
2030 Total							\$1,575,000
2031	Windmere Creek	Low	3-48" RCP	1930	3-7'x4' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$775,000
2031	Bluebonnet Creek	Low	2-5'X5' RCB	561	1-6'x5' RCB (100yr)	Somerset Blvd. Residential Road (2 lane undivided)	\$500,000

2031	Bransford Creek	Low	1-10'X4' RCB (Old); 3-5'x4' RCB (New)	1996	3-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$200,000
2031 Total							\$1,475,000
Future Projects							
Future	Pleasant Run Creek	Low	2-9'X9' RCB	2487	3-9'x9' RCB (100yr)	Thompson Terrace Residential Road (2 lane undivided)	\$1,300,000
Future	Pleasant Run Creek	Low	5-10'X5' RCB	3703	9-10'x6' RCB (100yr)	State Highway 26 (4 lane undivided)	\$1,925,000
Future	Pleasant Run Creek	Low	2-24" RCP and 3-5'X5' RCB	7746	2-24" RCP and 5-5'X5' RCB	Private Drive	\$250,000
Future	Pleasant Run Creek	Low	2-3.5'X3' RCB	8007	4-5'x5' RCB	Private Drive	\$225,000
Future	Tributary Little Bear 1	Low	3-72" RCP	5591	3-7'x7' RCB (100yr)	Summertree Lane Residential Road (2 lane undivided)	\$700,000

Future	Tributary Little Bear 2	Low	3-36" RCP	12083	3-54" (100yr)	Mustang Trail Residential Road (2 lane undivided)	\$575,000
Future	Tributary Little Bear 8	Low	1-24" RCP	783	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$350,000
Future	West White Chapel Creek	Low	1-8'X3' RCB	1090	3-8'x3' RCB (50yr)	John McCain Road Major Collector (2 lane undivided)	\$100,000
Future	East White Chapel Creek	Low	1-9'X5' RCB	1302	2-9'x5' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$150,000
Future	White Chapel Creek	Low	3-5'X2' RCB	4709	6-5'x2' RCB (10yr)	John McCain Road Major Collector (2 lane undivided)	\$125,000
Future	Chelsea Creek	Low	3-8'X7' RCB	2860	4-8'x7' RCB	Private Drive	\$600,000

**PRIORIZATION LIST FOR IMPLEMENTATION
20-YEAR CIP SCHEDULE (\$1,900,000-\$2,250,000)**

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost
2021	Jim Mitchell	High	NA	NA	NA	Add storm drain in neighborhood (Design and Construction)	\$250,000
2021	Wagonwheel and Chisolm	High	NA	NA	NA	Drainage Design for Wagonwheel and Chisolm	\$75,000
2021	Bandit Preliminary Design	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$100,000
2021	LD Lockett/Shelton	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$75,000
2021	Ponderosa	High	NA	NA	NA	Add storm drain at flume (Design and Construction)	\$200,000
2021	Green Meadow Design	High	NA	NA	NA	Design	\$300,000
2021	Wagonwheel and Chisolm-Phase 1	High	NA	NA	NA	Construction	\$200,000
2021	Wagonwheel and Chisolm-Phase 2	High	NA	NA	NA	Construction	\$200,000

2021	Bandit -Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2021 Total							\$1,900,000
2022	Green Meadow Phase 1, Phase 2, Phase 3 and Phase 4	High	NA	NA	NA	Construction	\$2,100,000
2022 Total							\$2,100,000
2023	Bedford Road Low Water Crossing	High	66' Bridge		8-12'x10' RCB	Design	\$450,000
2023	Bedford Road Low Water Crossing-Phase 1	High	66' Bridge		8-12'x10' RCB	Construction	1,500,000
2023 Total							\$1,950,000
2024	Bedford Road Low Water Crossing-Phase 2	High	66' Bridge		8-12'x10' RCB	Construction	1,600,000
2024	Martin Pkwy Low Water Crossing, Phase 1 Design	High	64.5' Bridge		9-12'x12' RCB	Design	\$500,000
2024 Total							\$2,100,000

2025	Martin Pkwy Low Water Crossing, Phase 2 Design	High	64.5' Bridge		9-12'x12' RCB	Design	\$350,000
2025	Martin Pkwy Low Water Crossing, Phase 1 Construction	High	64.5' Bridge		9-12'x12' RCB	Construction	\$1,800,000
2025 Total							\$2,150,000
2026	Martin Pkwy Low Water Crossing, Phase 2 Construction	High	64.5' Bridge		9-12'x12' RCB	Construction	\$2,100,000
2026 Total							\$2,100,000
2027	Martin Pkwy Low Water Crossing, Phase 3 Construction	High	64.5' Bridge		9-12'x12' RCB	Construction	\$1,250,000
2027	LD Lockett/Shelton Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2027 Total							\$1,750,000
2028	Oak Knoll East Low Water Crossing, Design	High	At Grade		6-7'x7' RCB	Design	\$400,000

2028	Oak Knoll East Low Water Crossing, Construction Phase 1	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2028 Total							\$2,200,000
2029	Oak Knoll East Low Water Crossing, Construction Phase 2	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2029 Total							\$1,800,000
2030	Oak Knoll West Low Water Crossing, Design	High	At Grade		6-7'x7' RCB	Design	\$400,000
2030	Oak Knoll West Low Water Crossing, Construction Phase 1	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2030 Total							\$2,200,000
2031	Oak Knoll West Low Water Crossing, Construction Phase 2	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00

2031 Total							\$1,800,000
2032	Cheshire Low Water Crossing, Design	High	At Grade		6-7'x7' RCB	Design	\$400,000
2032	Cheshire Low Water Crossing, Construction Phase 1	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2032 Total							\$2,200,000
2033	Cheshire Low Water Crossing, Construction Phase 2	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2033 Total							\$1,800,000
2034	Tributary Little Bear 1	High	3-72" RCP	4451	3-8'x7' RCB (100yr)	Willow Lane Residential Road (2 lane undivided)	\$700,000
2034	Tributary Little Bear 1	High	3-78" RCP	4038	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road (2 lane undivided)	\$750,000
2034	Bransford Creek	Medium	2-36" RCP	1005	3-8'x3' RCB (10yr)	Black Drive Residential Road (2 lane undivided)	\$325,000
2034 Total							\$1,775,000

2035	Chelsea Creek	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$875,000
2035	Bransford Creek	Medium	1-42" RCP	2831	2-6'x3' RCB (10yr)	Lloyd Circle Residential Road (2 lane undivided)	\$525,000
2035	Jackson Creek	Medium	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$600,000
2035 Total							\$2,000,000
2036	Tributary Little Bear 2	Medium	1-10'X4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000
2036	Jackson Creek	Medium	2-6'X3' RCB	652	2-6'x3' RCB (1yr) or 4-6'x3' RCB (10yr)	Jackson Road Minor Arterial (2 lane undivided)	\$350,000
2036	West White Chapel Creek	Medium	2-27" RCP	284	5-7'x3' RCB (10yr)	Private Drive	\$225,000
2036	White Chapel Creek	Medium	1-6'x6' RCB	1106	3-9'x6' RCB (10yr)	Pleasant Run Road Residential Connector (2 lane undivided)	\$325,000
2036	Bransford Creek	Medium	2-30" RCP	3291	3-6'x3' RCB (100yr)	Private Drive	\$575,000

2036 Total							\$2,085,000
2037	Pecan Creek	Medium	1-60" RCP	5731	6-6'x6' RCB (100yr)	Private Drive	\$975,000
2037	Pecan Creek	Medium	2-8'X5' RCB	6421	3-8'x5' RCB (100yr)	Private Drive	\$775,000
2037	Bransford Creek	Medium	2-36" RCP	648	2-36" RCP (10yr)	Private Drive	\$350,000
2037 Total							\$2,100,000
2038	Oak Knoll	Medium	2-7'X4' RCB	4525	2-7'x4' RCB (10yr)	Laurel Circle Residential Road (2 lane undivided)	\$525,000
2038	Bluebonnet Creek	Low	2-5'X5' RCB	561	1-6'x5' RCB (100yr)	Somerset Blvd. Residential Road (2 lane undivided)	\$500,000
2038	Bransford Creek	Low	1-5.2'X4' RCB	2595	2-6'x4' RCB	Private Drive	\$175,000
2038	Bransford Creek	Low	1-10'X4' RCB (Old); 3-5'x4' RCB (New)	1996	3-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$200,000

2038	Chelsea Creek	Low	3-8'X7' RCB	2860	4-8'x7' RCB	Private Drive	\$600,000
2038 Total							\$2,000,000
2039	Meadow Creek	Low	2-4'X2' RCB	7570	4-6'x3' RCB (100yr)	Lavaca Trail (Asphalt) Minor Collector (2 lane undivided)	\$475,000
2039	Plantation Creek	Low	1-12'X6.5' ARCH	1266	2-10'x6' RCB (100yr)	Plantation Drive Residential Road (2 lane undivided)	\$200,000
2039	McCain Creek	Low	2-42" RCP	2563	3-4'x3' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$375,000
2039	Meadow Creek	Low	1-60" RCP	3241	4-10'x5' RCB (50yr)	Kirk Road Residential Connector (2 lane undivided)	\$700,000
2039	West White Chapel Creek	Low	1-8'X3' RCB	1090	3-8'x3' RCB (50yr)	John McCain Road Major Collector (2 lane undivided)	\$100,000
2039	East White Chapel Creek	Low	1-9'X5' RCB	1302	2-9'x5' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$150,000
2039 Total							\$2,000,000

2040	Tributary Little Bear 2	Low	3-36" RCP	12083	3-54" (100yr)	Mustang Trail Residential Road (2 lane undivided)	\$575,000
2040	Tributary Little Bear 8	Low	1-24" RCP	783	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$350,000
2040	Pleasant Run Creek	Low	2-9'X9' RCB	2487	3-9'x9' RCB (100yr)	Thompson Terrace Residential Road (2 lane undivided)	\$1,300,000
2040 Total							\$2,225,000
2041	Jackson Creek	Low	3-9'X5' RCB	908	5-9'x5' RCB (100yr)	Sherwood Lane Residential Road (2 lane undivided)	\$275,000
2041	Pleasant Run Creek	Low	2-24" RCP and 3-5'X5' RCB	7746	2-24" RCP and 5-5'X5' RCB	Private Drive	\$250,000
2041	Pleasant Run Creek	Low	2-3.5'X3' RCB	8007	4-5'x5' RCB	Private Drive	\$225,000
2041	Tributary Little Bear 1	Low	6-10'X6' RCB	959	7-10'x6' RCB	Queensbury Way Residential Road (2 lane undivided)	\$625,000
2041	Tributary Little Bear 1	Low	3-72" RCP	5591	3-7'x7' RCB (100yr)	Summertree Lane Residential Road (2 lane undivided)	\$700,000

2041 Total							\$2,075,000
Future Projects							
Future	Pleasant Run Creek	Low	5-10'X5' RCB	3703	9-10'x6' RCB (100yr)	State Highway 26 (4 lane undivided)	\$1,925,000
Future	White Chapel Creek	Low	3-5'X2' RCB	4709	6-5'x2' RCB (10yr)	John McCain Road Major Collector (2 lane undivided)	\$125,000
Future	Windmere Creek	Low	3-48" RCP	1930	3-7'x4' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$775,000

**PRIORIZATION LIST FOR IMPLEMENTATION
20-YEAR CIP SCHEDULE (\$1,900,000-\$2,250,000)**

Schedule Year	Name of Creek	Overall Rating	Existing Size	Station	Proposed Size	Description	Cost
2021	Jim Mitchell	High	NA	NA	NA	Add storm drain in neighborhood (Design and Construction)	\$250,000
2021	Wagonwheel and Chisolm	High	NA	NA	NA	Drainage Design for Wagonwheel and Chisolm	\$75,000
2021	Bandit Preliminary Design	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$100,000
2021	LD Lockett/Shelton	High	NA	NA	NA	Perform a preliminary drainage study to determine the needed improvements and associated costs	\$75,000
2021	Ponderosa	High	NA	NA	NA	Add storm drain at flume (Design and Construction)	\$200,000
2021	Green Meadow Design	High	NA	NA	NA	Design	\$300,000
2021	Wagonwheel and Chisolm-Phase 1	High	NA	NA	NA	Construction	\$200,000
2021	Wagonwheel and Chisolm-Phase 2	High	NA	NA	NA	Construction	\$200,000

2021	Bandit -Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2021 Total							\$1,900,000
2022	Green Meadow Phase 1, Phase 2, Phase 3 and Phase 4	High	NA	NA	NA	Construction	\$2,100,000
2022 Total							\$2,100,000
2023	Bedford Road Low Water Crossing	High	66' Bridge		8-12'x10' RCB	Design	\$450,000
2023	Bedford Road Low Water Crossing-Phase 1	High	66' Bridge		8-12'x10' RCB	Construction	1,500,000
2023 Total							\$1,950,000
2024	Bedford Road Low Water Crossing-Phase 2	High	66' Bridge		8-12'x10' RCB	Construction	1,600,000
2024	Martin Pkwy Low Water Crossing, Phase 1 Design	High	64.5' Bridge		9-12'x12' RCB	Design	\$500,000
2024 Total							\$2,100,000

2025	Martin Pkwy Low Water Crossing, Phase 2 Design	High	64.5' Bridge		9-12'x12' RCB	Design	\$350,000
2025	Martin Pkwy Low Water Crossing, Phase 1 Construction	High	64.5' Bridge		9-12'x12' RCB	Construction	\$1,800,000
2025 Total							\$2,150,000
2026	Martin Pkwy Low Water Crossing, Phase 2 Construction	High	64.5' Bridge		9-12'x12' RCB	Construction	\$2,100,000
2026 Total							\$2,100,000
2027	Martin Pkwy Low Water Crossing, Phase 3 Construction	High	64.5' Bridge		9-12'x12' RCB	Construction	\$1,250,000
2027	LD Lockett/Shelton Phase 1 and Phase 2	High	NA	NA	NA	Construction	\$500,000
2027 Total							\$1,750,000
2028	Oak Knoll East Low Water Crossing, Design	High	At Grade		6-7'x7' RCB	Design	\$400,000

2028	Oak Knoll East Low Water Crossing, Construction Phase 1	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2028 Total							\$2,200,000
2029	Oak Knoll East Low Water Crossing, Construction Phase 2	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2029 Total							\$1,800,000
2030	Oak Knoll West Low Water Crossing, Design	High	At Grade		6-7'x7' RCB	Design	\$400,000
2030	Oak Knoll West Low Water Crossing, Construction Phase 1	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2030 Total							\$2,200,000
2031	Oak Knoll West Low Water Crossing, Construction Phase 2	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00

2031 Total							\$1,800,000
2032	Cheshire Low Water Crossing, Design	High	At Grade		6-7'x7' RCB	Design	\$400,000
2032	Cheshire Low Water Crossing, Construction Phase 1	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2032 Total							\$2,200,000
2033	Cheshire Low Water Crossing, Construction Phase 2	High	At Grade		6-7'x7' RCB	Construction	\$1,800,00
2033 Total							\$1,800,000
2034	Tributary Little Bear 1	High	3-72" RCP	4451	3-8'x7' RCB (100yr)	Willow Lane Residential Road (2 lane undivided)	\$700,000
2034	Tributary Little Bear 1	High	3-78" RCP	4038	3-7'x7' RCB (100yr)	Hearthside Drive Residential Road (2 lane undivided)	\$750,000
2034	Bransford Creek	Medium	2-36" RCP	1005	3-8'x3' RCB (10yr)	Black Drive Residential Road (2 lane undivided)	\$325,000
2034 Total							\$1,775,000

2035	Chelsea Creek	Medium	3-8'X7' RCB	3097	6-8'x7' RCB (100yr)	Private Drive	\$875,000
2035	Bransford Creek	Medium	1-42" RCP	2831	2-6'x3' RCB (10yr)	Lloyd Circle Residential Road (2 lane undivided)	\$525,000
2035	Jackson Creek	Medium	1-7'X5' RCB	2653	2-7'x7' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$600,000
2035 Total							\$2,000,000
2036	Tributary Little Bear 2	Medium	1-10'X4' RCB	2921	5-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$610,000
2036	Jackson Creek	Medium	2-6'X3' RCB	652	2-6'x3' RCB (1yr) or 4-6'x3' RCB (10yr)	Jackson Road Minor Arterial (2 lane undivided)	\$350,000
2036	West White Chapel Creek	Medium	2-27" RCP	284	5-7'x3' RCB (10yr)	Private Drive	\$225,000
2036	White Chapel Creek	Medium	1-6'x6' RCB	1106	3-9'x6' RCB (10yr)	Pleasant Run Road Residential Connector (2 lane undivided)	\$325,000
2036	Bransford Creek	Medium	2-30" RCP	3291	3-6'x3' RCB (100yr)	Private Drive	\$575,000

2036 Total							\$2,085,000
2037	Pecan Creek	Medium	1-60" RCP	5731	6-6'x6' RCB (100yr)	Private Drive	\$975,000
2037	Pecan Creek	Medium	2-8'X5' RCB	6421	3-8'x5' RCB (100yr)	Private Drive	\$775,000
2037	Bransford Creek	Medium	2-36" RCP	648	2-36" RCP (10yr)	Private Drive	\$350,000
2037 Total							\$2,100,000
2038	Oak Knoll	Medium	2-7'X4' RCB	4525	2-7'x4' RCB (10yr)	Laurel Circle Residential Road (2 lane undivided)	\$525,000
2038	Bluebonnet Creek	Low	2-5'X5' RCB	561	1-6'x5' RCB (100yr)	Somerset Blvd. Residential Road (2 lane undivided)	\$500,000
2038	Bransford Creek	Low	1-5.2'X4' RCB	2595	2-6'x4' RCB	Private Drive	\$175,000
2038	Bransford Creek	Low	1-10'X4' RCB (Old); 3-5'x4' RCB (New)	1996	3-10'x4' RCB (100yr)	Glade Road Minor Arterial (2 lane undivided)	\$200,000

2038	Chelsea Creek	Low	3-8'X7' RCB	2860	4-8'x7' RCB	Private Drive	\$600,000
2038 Total							\$2,000,000
2039	Meadow Creek	Low	2-4'X2' RCB	7570	4-6'x3' RCB (100yr)	Lavaca Trail (Asphalt) Minor Collector (2 lane undivided)	\$475,000
2039	Plantation Creek	Low	1-12'X6.5' ARCH	1266	2-10'x6' RCB (100yr)	Plantation Drive Residential Road (2 lane undivided)	\$200,000
2039	McCain Creek	Low	2-42" RCP	2563	3-4'x3' RCB (100yr)	John McCain Road Major Collector (2 lane undivided)	\$375,000
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2039 Total							\$2,000,000

2040	Tributary Little Bear 2	Low	3-36" RCP	12083	3-54" (100yr)	Mustang Trail Residential Road (2 lane undivided)	\$575,000
2040	Tributary Little Bear 8	Low	1-24" RCP	783	4-4'x2' RCB (100yr)	Black Drive Residential Road (2 lane undivided)	\$350,000
2040	Pleasant Run Creek	Low	2-9'X9' RCB	2487	3-9'x9' RCB (100yr)	Thompson Terrace Residential Road (2 lane undivided)	\$1,300,000
2040 Total							\$2,225,000
2041	Jackson Creek	Low	3-9'X5' RCB	908	5-9'x5' RCB (100yr)	Sherwood Lane Residential Road (2 lane undivided)	\$275,000
2041	Pleasant Run Creek	Low	2-24" RCP and 3-5'X5' RCB	7746	2-24" RCP and 5-5'X5' RCB	Private Drive	\$250,000
2041	Pleasant Run Creek	Low	2-3.5'X3' RCB	8007	4-5'x5' RCB	Private Drive	\$225,000
2041	Tributary Little Bear 1	Low	6-10'X6' RCB	959	7-10'x6' RCB	Queensbury Way Residential Road (2 lane undivided)	\$625,000
2041	Tributary Little Bear 1	Low	3-72" RCP	5591	3-7'x7' RCB (100yr)	Summertree Lane Residential Road (2 lane undivided)	\$700,000

2041 Total							\$2,075,000
Future Projects							
Future	Pleasant Run Creek	Low	5-10'X5' RCB	3703	9-10'x6' RCB (100yr)	State Highway 26 (4 lane undivided)	\$1,925,000
Future	White Chapel Creek	Low	3-5'X2' RCB	4709	6-5'x2' RCB (10yr)	John McCain Road Major Collector (2 lane undivided)	\$125,000
Future	Windmere Creek	Low	3-48" RCP	1930	3-7'x4' RCB (100yr)	Cheek-Sparger Road Minor Arterial (2 lane undivided)	\$775,000



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-2

Agenda Date 5/19/2020

Type Worksession

Department City Secretary

Title

Discussion of the City's Electioneering Regulations

Explanation

On January 21, 2020, City Council approved attached Resolution R-20-4464 which established electioneering locations and electioneering regulations for all candidates and measures when City Hall is used as an early voting and/or voting location.

These regulations were in place for the Primary Early Voting, February 18 through April 28, 2020, and Election Day, March 3, 2020. Based on the implementation of the regulations for the primaries, staff recommends amending the regulations and map as provided in the attached redline and summarized as follows:

- Providing for the regulations to be in effect at any City owned facility, and defining a City owned facility, not just City Hall. Updating the regulations will allow for implementation of the regulations at any City owned facility without requiring a new resolution. The need for this change was highlighted when balloting on Election Day on March 3, 2020 was conducted at the Library.

Adding language which clarifies:

- Political signage shall not be permitted in any form, on any City owned facility parking lot, unless designated as an electioneering location, designated on a map, and placed at the polling location, or when attached to a vehicle and parked in a City owned facility parking lot, unless designated as an electioneering location, designated on a map, and placed at the polling location.
- Canopies and tents may not be located on a parking lot, landscaped island, or sidewalk.
- Updating the map to highlight the clarifications stated above.

Attachments

1. City of Colleyville Electioneering Regulations - Redline
2. Proposed updated electioneering map
3. Resolution R-20-4464

City of Colleyville

City ~~Hall~~ Owned Facility Designated A Polling Place

Electioneering Regulations

Effective ~~January 21, 2020~~ June 2020 (Exhibit B to Resolution R-20-4463)

Purpose and Scope

The purpose of the City of Colleyville Electioneering Regulations "Regulations" are to provide reasonable time, place, and manner regulations for electioneering on City-owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure the property is sufficiently available for its patrons who use the facilities other than for election purposes. The Regulations provide solely for the regulation of Electioneering and Political Signs (as these terms are defined herein) during an election in which ~~the Colleyville City Hall~~ City owned facilities are is used as a polling place. The Regulations do not amend or replace any of the City's existing regulations governing the subject matter the Regulations, not in conflict herewith, and all such regulations shall remain in full force and effect.

Definitions

The following words and phrases as used and shall have the meanings as set forth in this section:

City Hall Polling Place means the Colleyville City Hall building located at 100 Main Street, inclusive of the tract of land on which said building is located, in conformance with the definition of a designated polling place provided in Chapter 43 of the Texas Election Code.

City Owned Facilities means any City facility used as a voting location, inclusive of the tract of land on which said building is located, in conformance with the definition of a designated polling place provided in Chapter 43 of the Texas Election Code.

Electioneering shall mean the posting, use, or distribution of political signs, clothing, badges, or literature.

Electioneering Locations(s) means the locations on the premises of a City ~~Hall-owned facility designated as a~~ Polling Place and all adjacent tracts of land owned by the City that are designated as the location where electioneering may occur, and which will be posted at the designated polling location. Electioneering is never permitted in City owned parking lots, all electioneering must remain limited to the electioneering location designed by a map at each City owned facility designated a polling location.

Electioneering Location(s) at City Hall means the location on the premises of the City Hall and Library, and all adjacent tracts of land owned by the City that are designated as the location where electioneering may occur, as further

depicted in the City Hall electioneering map (See Exhibit A to Resolution R-20-4463 adopted on January 21, 2020).

Political Sign means a sign, promoting the election of a candidate or political party, or approval or rejection of a measure.

Voting Period shall mean:

- (1) with respect to early voting by personal appearance, the hour the polls are open for voting on the first day of the early voting period and ending when the polls close or the last voter has voted, whichever is later, on the last day of the early voting period; and
- (2) with respect to election day, the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later.

Electioneering Times and Locations

Electioneering shall be permitted to occur at the City owned facility and/or City Hall polling place and the adjacent public property only during a voting period and only within the electioneering location(s) designated, per facility, and provided for by the City Hall polling place in the electioneering map (See Exhibit A to Resolution R-20-4463 adopted on January 21, 2020).

Political Signs

No person shall place or affix a political sign on the premises of the City Hall polling place or adjacent City-owned public property except as follows:

- (1) Political signs may be placed or affixed only in the electioneering location established herein and only:
 - (a) Political signs may be placed within an electioneering sign location during a period not earlier than 24 hours prior to the commencement of the early voting period and must be removed not later than 10:00 a.m. on the day after Election Day when City Hall is an Election Day polling location.
- (2) One political sign for each candidate, or measure, which shall have a sign face no larger than thirty-two (32) square feet and be no taller than eight (8) feet in height from ground level shall be permitted in the designated electioneering location. Said sign may be attached to a canopy or tent, or secured with weights, but may not be staked in the ground, or attached to a vehicle and parked in a City owned facility parking lot, unless designated as an electioneering location, designated on a map, and placed at the polling location.

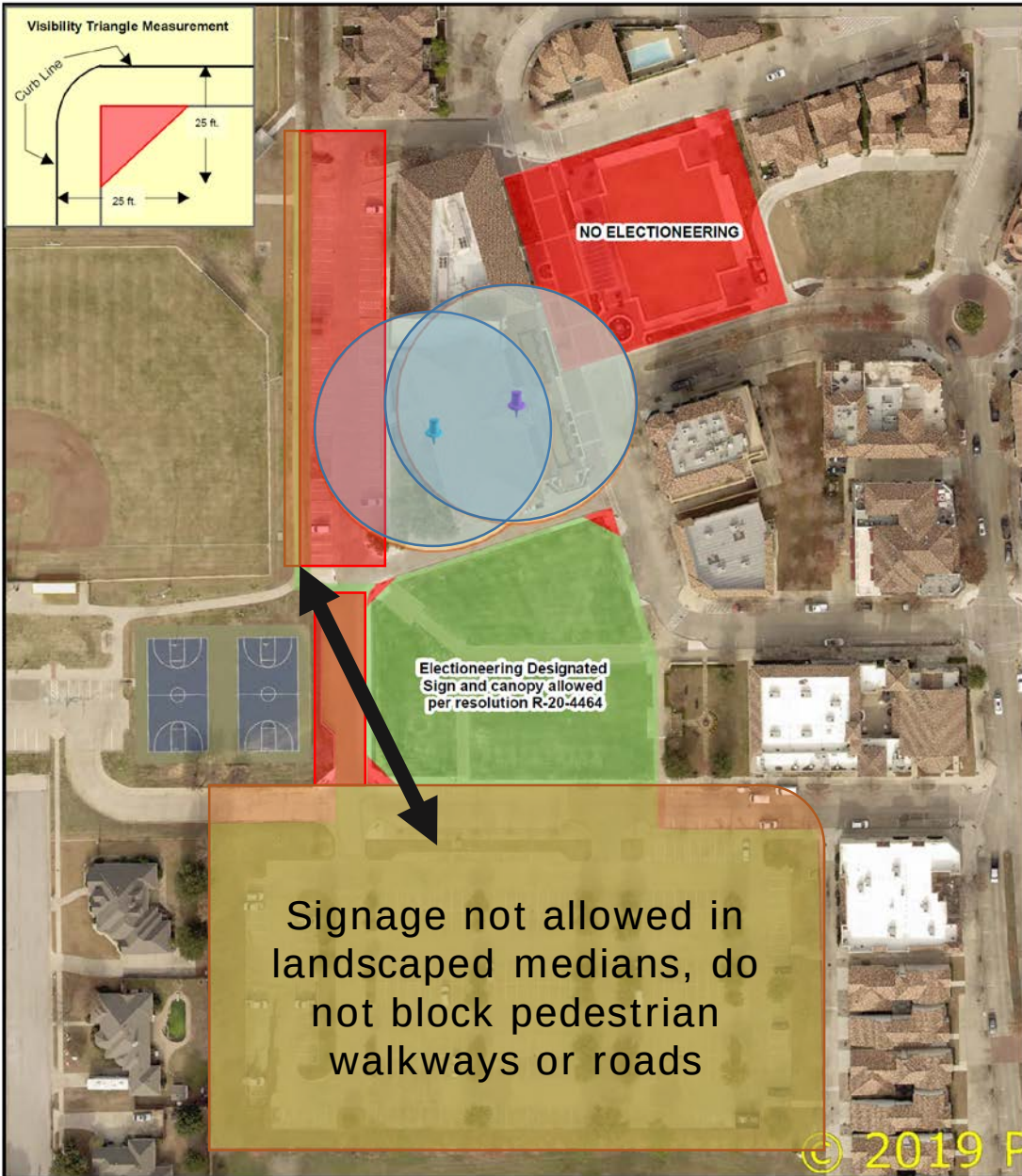
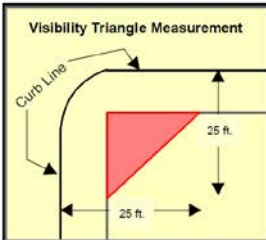
- (3) Political signs placed in an electioneering sign location shall have no more than two (2) sign faces per sign and the number of political signs in an electioneering location may not exceed 20 in number, in addition to (2) above.
- (4) All political signs must be placed or affixed in a manner that does not violate any other applicable state or local regulation, including the City's sign regulations contained in Chapter 7 of the City's Land Development Code (available online at www.colleyville.com), and shall not be placed upon any publicly owned property adjacent to the City owned facility and/or City Hall polling place, except as otherwise provided herein.
- (5) In addition, Political signs:
 - shall not be permitted in any form, on any City owned facility parking lot, unless designated as an electioneering location, designated on a map, and placed at the polling location
 - shall not be attached to any utility, light, or traffic signal pole
 - shall not be illuminated
 - may be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code
 - shall not exceed four (4) square feet in area, except as otherwise permitted herein
 - shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground
 - shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure
 - shall not extend over any sidewalk, street, or driveway
 - shall not be placed within 30 feet of an identical sign(s)

Canopies or Tents

Canopies or tents are allowed only in the designated electioneering area, may not be located on a parking lot, landscaped island, or sidewalk, -may not exceed 10 feet x 12 feet in size, with a minimal distance of 20 feet between each tent or canopy, for each candidate, or measure, shall be maintained.

Enforcement

The Colleyville Code Enforcement Department and Election Judge shall responsibly provide for the enforcement of these Regulations. To contact the Code Enforcement Department you may visit the City's website at www.colleyville.com or call 817-503-1268.



Electioneering Designations

Entrance



Back Door



Front Door



100 ft. from Entrance



Allow Electioneering



Not Allow Electioneering



No signage or blocking



Created: 2/6/2020

Election Judge

Phone

Date

Path: K:\Project\Project by Department\CMO\Election\Electioneering.mxd

RESOLUTION R-20-4464

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, REPEALING AND REPLACING RESOLUTION R-18-4219 AND DESIGNATING ELECTIONEERING LOCATIONS AT AND ADJACENT TO THE COLLEYVILLE CITY HALL POLLING PLACE; PROVIDING FOR A MAP OF THE ELECTIONEERING LOCATIONS; PROVING FOR ELECTIONEERING AT SAID LOCATIONS; AND PROVIDING AN EFFECTIVE DATE

- WHEREAS,** Texas Election Code, including Sections 61.003 and 85.036 therein, have been amended to require a public entity that controls or owns a building used as a polling place, to allow electioneering on the premises while polls are open subject to reasonable regulation; and
- WHEREAS,** the term electioneering includes the posting, use, and/or distribution of political signs or literature on public property in connection with an election; and
- WHEREAS,** the Colleyville City Hall is regularly used as a polling location for such elections; and
- WHEREAS,** the City Council desires to provide reasonable time, place, and manner regulations for electioneering on City-owned public property at or near City Hall; particularly given the fact that the public property adjacent to City Hall is regularly used for various public events and other purposes for which it is imperative that adequate open space, ingress and egress access points, and public parking facilities must be maintained to ensure those areas continue to operate in a safe and effective manner for all members of the public; and
- WHEREAS,** in order to further the general health, safety, and welfare of the community, electioneering and/or political signs and literature should not be present outside at the time for voting except for a limited period to erect and remove the signs, and not be attached to City improvements and landscaping; and
- WHEREAS,** the City Council further finds that the size and density of electioneering signs shall be regulated to preserve the safety and welfare of the general public; and, further that said signs should be located a reasonable distance from public roadways in order to adequately provide for the safety of pedestrians and traffic within and surrounding the City Hall polling location; and

WHEREAS, the City Council has determined it is in the best interest of the public to adopt an Electioneering Map identifying the electioneering locations that are the subject of this Resolution and the Electioneering Regulations applicable thereto, copies of which are incorporated herein and attached as Exhibits "A" and "B" respectively; and

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

- Sec. 1. THAT Resolution R-18-4219 is hereby repealed and replaced in its entirety with this Resolution, which shall be informally titled and referred to as the "*Resolution Regulating Electioneering at City Hall*".
- Sec. 2. THAT the Electioneering Regulations attached as Exhibit B are hereby adopted and shall be applicable to the City Hall polling place and the other real property defined therein and described in the Electioneering Map attached as Exhibit A hereto.
- Sec. 3. THAT nothing in this Resolution shall be construed as authorizing electioneering within any area of the City-owned polling place that would violate any provision of the Texas Election Code or other applicable law.
- Sec. 4. THAT a copy of this Resolution and the Electioneering Map attached hereto shall include the name of the election judge, once appointed, and be made available to the public in the office of the City Secretary. In addition, a copy of the electioneering map shall be posted at each public entrance of the City Hall polling location during the voting period.
- Sec. 5. THAT a copy of this Resolution and the Electioneering Regulations attached hereto shall be made available to the public in the office of the City Secretary.
- Sec. 6. THAT this Resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS AND **0** ABSTENTIONS ON THIS
THE 21ST DAY OF JANUARY 2020.

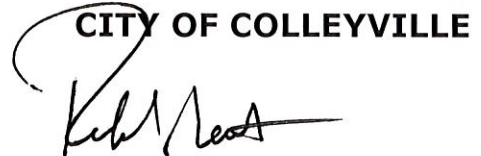
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

City of Colleyville

City Hall Polling Place Electioneering Regulations

Effective January 21, 2020 (Exhibit B to Resolution R-20-4464)

Purpose and Scope

The purpose of the City of Colleyville Electioneering Regulations "Regulations" are to provide reasonable time, place, and manner regulations for electioneering on City-owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure the property is sufficiently available for its patrons who use the facilities other than for election purposes. The Regulations provide solely for the regulation of Electioneering and Political Signs (as these terms are defined herein) during an election in which the Colleyville City Hall is used as a polling place. The Regulations do not amend or replace any of the City's existing regulations governing the subject matter, the Regulations, not in conflict herewith, and all such regulations shall remain in full force and effect.

Definitions

The following words and phrases as used and shall have the meanings as set forth in this section:

City Hall Polling Place means the Colleyville City Hall building located at 100 Main Street, inclusive of the tract of land on which said building is located, in conformance with the definition of a designated polling place provided in Chapter 43 of the Texas Election Code.

Electioneering shall mean the posting, use, or distribution of political signs, clothing, badges, or literature. The wearing of campaign hats, badges, buttons or clothing is not prohibited outside the 100 foot marker.

Electioneering Locations(s) means the locations on the premises of a City Hall Polling Place and all adjacent tracts of land owned by the City that are designated as the location where electioneering may occur as further depicted in the City Hall electioneering map (See Exhibit A to Resolution R-20-4464 adopted on January 21, 2020).

Political Sign means a sign, promoting the election of a candidate or political party, or approval or rejection of a measure.

Voting Period shall mean:

- (1) with respect to early voting by personal appearance, the hour the polls are open for voting on the first day of the early voting period and ending when the polls close or the last voter has voted, whichever is later, on the last day of the early voting period; and

- (2) with respect to election day, the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later.

Electioneering Times and Locations

Electioneering shall be permitted to occur at the City Hall polling place and the adjacent public property only during a voting period and only within the electioneering location(s) designated in the electioneering map (See Exhibit A to Resolution R-20-4464 adopted on January 21, 2020).

Political Signs

No person shall place or affix a political sign on the premises of the City Hall polling place or adjacent City-owned public property except as follows:

- (1) Political signs may be placed or affixed only in the electioneering location established herein and only:
 - (a) Political signs may be placed within an electioneering sign location during a period not earlier than 24 hours prior to the commencement of the early voting period and must be removed not later than 10:00 a.m. on the day after Election Day when City Hall is an Election Day polling location.
- (2) Four political signs for each candidate, or measure, which shall have a sign face no larger than thirty-two (32) square feet and be no taller than eight (8) feet in height from ground level shall be permitted in the designated electioneering location. Said signs may be attached to a canopy or tent, or secured with weights, but may not be staked in the ground with anything exceeding 9 gauge wire.
- (3) Political signs placed in an electioneering sign location shall have no more than two (2) sign faces per sign and the number of political signs in an electioneering location may not exceed 20 in number, in addition to the four signs allowed in (2) above. Any signs located in public parking lots, shown in Exhibit "A", count toward the limitation of 20 signs permitted.
- (4) All political signs must be placed or affixed in a manner that does not violate any other applicable state or local regulation, including the City's sign regulations contained in Chapter 7 of the City's Land Development Code (available online at www.colleyville.com), and shall not be placed upon any publicly owned property adjacent to the City Hall polling place, except as otherwise provided herein.
- (5) In addition, Political signs:
 - shall not be attached to any utility, light, or traffic signal pole
 - shall not be illuminated
 - may be placed in the perimeter landscaped area on the subject property being used as a polling location in accordance with Texas Election Code
 - shall not exceed four (4) square feet in area, except as otherwise permitted herein

- shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground
- shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure
- shall not extend over any sidewalk, street, or driveway
- shall not be placed within 30 feet of an identical sign(s)

Canopies or Tents

Canopies or tents may not exceed 10 feet x 12 feet in size. A minimal distance of 50 feet between each canopy or tent, for each candidate, or measure, shall be maintained. Each candidate, or measure is limited to placing two canopies or tents.

Enforcement

The Colleyville Code Enforcement Department and Election Judge shall responsibly provide for the enforcement of these Regulations. To contact the Code Enforcement Department you may visit the City's website at www.colleyville.com or call 817-503-1268.

Visibility Triangle Measurement

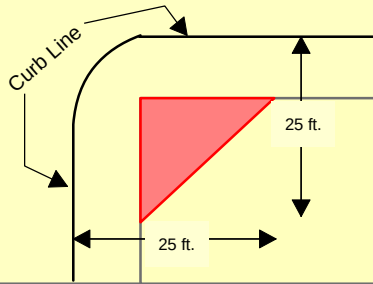
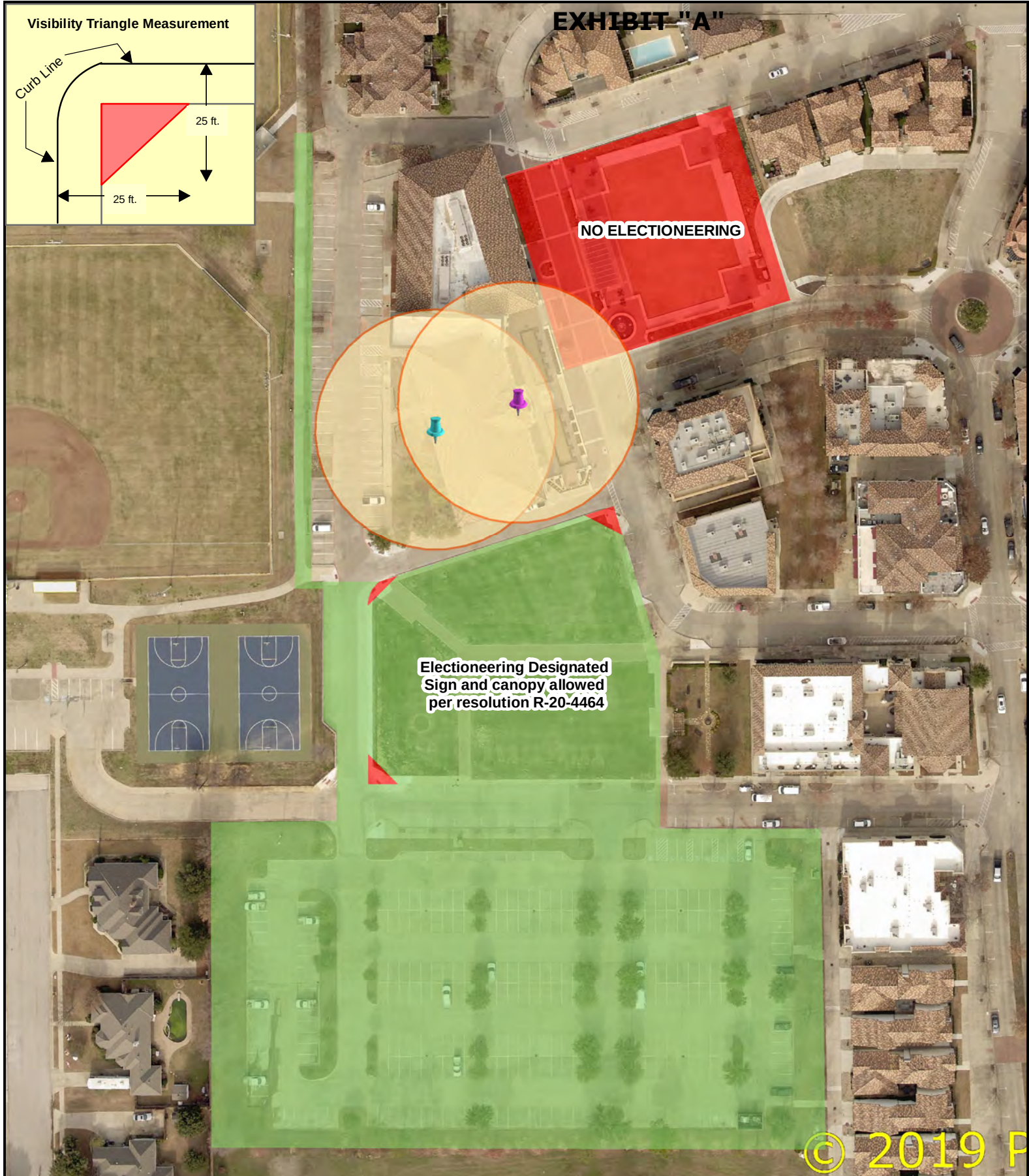


EXHIBIT "A"



© 2019 P

Electioneering Designations

Entrance



Back Door



Front Door

100 ft. from Entrance

Allow Electioneering

Not Allow Electioneering



Election Judge

Phone

Date

Created: 2/6/2020

Path: K:\Project\Project by Department\CMO\Election\Electioneering.mxd



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 5/19/2020

Type Worksession

Department City Secretary

Title

Discussion of the May 19, 2020, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 5/19/2020

Type Executive Session

Department City Secretary

Title

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

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

- Glade Road eminent domain case for Parcel 150

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

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

Section 551.074 - Personnel - Deliberate the appointment, employment, evaluation, and duties of the City Manager

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

Attachments

RESOLUTION R-20-4497

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF MAY 19, 2020**

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety and welfare of the public.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 19TH DAY OF MAY 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 Agenda Briefing

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

Agenda Number 4

Agenda Date 5/19/2020

Type Election of Mayor Pro Tem

Department City Secretary

Title

Election of a Mayor Pro Tem

Explanation

This item provides for electing a Mayor Pro Tem, for a one year term, in accordance with the City of Colleyville Charter.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5

Agenda Date 5/19/2020

Type Announcements, Proclamations, and Presentations

Department City Manager

Title

Proclamation in recognition of National Public Works Week May 17-23 - Public Works Director Ray Silva-Reyes and Mayor Richard Newton

Attachments

1. National Public Works Week

Proclamation

CITY OF

Colleyville,
Texas

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, public works employees work side by side with police and fire as first responders; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, wastewater, streets, public buildings, fleet maintenance, and stormwater management; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the work performed by public works employees, directly impacts the quality of life for the residents and businesses of Colleyville; and

WHEREAS, the American Public Works Association annually sponsors National Public Works Week, and has chosen the theme "The Rhythm of Public Works", to promote the 60th Annual National Public Works Week.

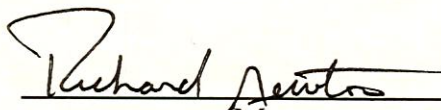
NOW, THEREFORE, I RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS, do hereby proclaim the week of May 17 - 23, 2020 as:

NATIONAL PUBLIC WORKS WEEK

in the City of Colleyville, and call upon all citizens to recognize the contributions our public works employees make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, affixed this 5th day of May 2020.





Mayor



RESOLUTION R-20-4498

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF MAY 19, 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 May 5, 2020
 - b. Approval of the First Amendment to the Construction Services Agreement with Mobil Construction Corporation, LLC for the FY2020 Miscellaneous Concrete Repair Contract, providing for an additional \$250,000 to the current project budget, in a total amount not to exceed \$725,000 and authorizing the City Manager to execute the amendment
 - c. Approval of a Construction Services Agreement with Taurus Commercial, Inc., for the City Park Restrooms Renovation Project, in an amount not to exceed \$403,921, and authorizing the City Manager to execute the agreement
 - d. Approval of a Construction Services Agreement with AAA Time Saver Services, for the Nature Center and Reagan Park Restrooms Project, in an amount not to exceed \$643,480, and authorizing the City Manager to execute the agreement
 - e. Approval of the purchase of self-contained breathing apparatus (SCBA) from DACO Fire Equipment, Inc., in an amount not to exceed \$262,248.45, and authorizing the City Manager to execute the purchasing documents
 - f. Approval of the purchase of a breathing air compressor at Fire Station 1, in an amount not to exceed \$57,129.20, and authorizing the City Manager to execute the purchasing documents

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 19TH DAY OF MAY 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

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

Tuesday, May 5, 2020

CITY COUNCIL CHAMBERS

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, May 5, 2020, at 5:32 p.m.

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

PRESENT VIA WEBEX: Mayor Pro Tem Bobby Lindamood, and Councilmembers George Dodson and Callie Rigney, and City Attorney Whitt Wyatt.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Parks and Recreation Director Lisa Escobedo, and City Secretary Christine Loven.

Mayor Newton welcomed everyone and noted this is hybrid meeting with some attending via Webex, noting Council Chambers are set to accommodate appropriate social distancing, and stated the City Secretary's Office is staffing the lobby on the first floor, which is set up for the public to ask questions and offer comments during the worksession.

WS-1 Discussion of the Methodist Retirement Community (MRC) project

Mayor Newton explained time restraints at the March 3, 2020 City Council Meeting did not allow time for representatives of the Methodist Retirement Community project to give a presentation on the facility. The item has remained tabled since March 3, 2020 and this presentation is the first step to being able to begin to move through the process. Mayor Newton asked City Council to allow for the presentation to be given without interruption and when complete, questions may be asked.

Each of the following were present and introduced themselves as they participated in the presentation: Methodist Retirement Center staff Alan Brown, CEO, and Don Stephens CFO, Barry Hudson, AICP, Senior Planner/Associate, Dunaway Associates; Carl Ede, Principal/Project Architect, and Rocky Berg, Principal, Three Architecture; Jeremy Windell, PE, Project Engineer, Richard Shaheen, PE, Engineering Line of Business Manager, and Barry Hudson, AICP, Senior Planner/Associate, Dunaway Associates; Robert "Bud" Green, Senior VP, Russell Jones, Corporate VP Development Services, Heather George, Associate Development, and Brad Straub, Senior VP, Greystone; and Jon Leatherberry, Partner/legal counsel, Bracewell LLP Attorneys.

The MRC presentation provided for an introduction and overview of the project, current and planned zoning and PUD requirements, drainage, site plans, project timelines, results of meetings with surrounding neighborhoods, explanation of the not for profit status, and projected staffing and facility use.

Mayor Newton stated he would like the MRC representatives to address the following at the May 19, 2020 City Council meeting:

- The project being a non-profit, which means there is no ad valorem tax for the City, which was not commented on and is not a positive to the City.
- Drainage, which will be discussed at great length next meeting. Specifically, how MRC is mitigating the drainage issues raised by local residents and how the MRC design makes the drainage better than it is today.
- Detailed review of the meetings MRC had with the surrounding neighborhoods and their feedback.
- The phasing of the project.
- The financial model.
- The difference between a non-profit and for-profit organization.
- The affiliation with the Methodist Church.

Mayor Pro Tem Lindamood, and Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney added requests for discussion regarding zoning, the roundabout, 100-year flood, funding, revenue, fees, affiliation with the Annual Conference, charity, and closeness to a residential area.

WS-2 Discussion of dates for a City Council Priorities Workshop

Following calendar reviews, the City Council chose July 13, 2020, noon to 4:00 p.m. as the date and time for the workshop.

WS-3 Discussion of the May 5, 2020, City Council regular agenda items

Mayor Newton stated in lieu of announcements, he will provide an update to the COVID-19 information, which will include some information from the Governor's press conference held earlier today. He also noted Ordinances O-20-2111, O-20-2112, O-20-2113, and Resolution R-20-4478 will remain tabled.

Mayor Newton adjourned the worksession at 6:27 p.m. and called the Executive Session to order at 6:27 p.m. at which time, City Council retired to the Executive Conference Room and the roll was called.

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

PRESENT VIA WEBEX: Mayor Pro Tem Bobby Lindamood, and Councilmembers George Dodson and Callie Rigney, and City Attorney Whitt Wyatt.

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

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

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

- Glade Road eminent domain case for Parcel 150

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

- Acquisition of real property along Main Street
- Acquisition of real property along SH26
- Acquisition of right-of-way along John McCain Road

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

Mayor Newton explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. Executive Session was adjourned at 7:15 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:32 p.m.

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

PRESENT VIA WEBEX: Mayor Pro Tem Bobby Lindamood, and Councilmembers George Dodson and Callie Rigney, and City Attorney Whitt Wyatt.

Mayor Newton noted this was a hybrid meeting and welcomed those viewing on Facebook live and via Webex.

INVOCATION:

Rabbi Charlie Cytron-Walker, Congregation Beth Israel

PLEDGE OF ALLEGIANCE: Mayor Richard Newton

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-20-4494

Mayor Newton read Resolution R-20-4494 in its entirety.

Assistant City Manager Mark Wood stated this item is for the purchase and acquisition of 3.8 acres, located at the southeast corner of SH26 and John McCain Road. The current zoning is CC1 & PUD-C and the appraised value is \$1,659,000, or \$10 per square foot. Manager Wood noted when RaceTrac was considering the site, they had a contract for \$1,600,000 / \$9.64 per square foot. The City is purchasing the property for \$1,500,000 / \$8.94 per square foot. Manager Wood also explained this property would place under City ownership, all of the developable land at the John McCain/SH26 intersection, which is the key property in the "northern gateway."

Mayor Pro Tem Lindamood stated there had also been another purchase contract on the property after RaceTrac, but the contract had fallen through before the City initiated purchase plans for the property. Manager Wood agreed.

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

Councilmember Kelley made a motion to approve Resolution R-20-4494, 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

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

Mayor Newton stated he is going to provide an update on COVID-19 just as he did at the last meeting. Mayor Newton noted he is providing weekly video updates to citizens which can be seen on the City's website. He also stated the City follows the President, CDC guidelines, and Governor Abbott when issuing coronavirus pandemic proclamations, and all proclamation decisions are based on assessments of all COVID-19 data available at the time.

Mayor Newton highlighted his current proclamation which took effect May 1 and provided for the following:

- Restaurants, retailers, and movie theaters can operate at 25% occupancy

- Library can operate at 25% occupancy (36 people for Colleyville's Library)
- Churches can provide in-person services
- Governor issued guidance for businesses (Governor's Report to Open Texas)
- Salons, massage establishments, gyms not allowed to operate
- City has applied with TDEM for fitness/training studios to be an essential business (other Mayors joining this effort)
- All City facilities now open to the public

Mayor Newton stated Governor Abbott held a press conference late this afternoon to clarify his May 1 Order. While there was not a document to review prior to this meeting, Mayor Newton highlighted some of the information as:

Governor Abbott's verbal clarification of his May 1st Order

- Now
 - No 25% occupancy limitation on Restaurant outside patios
 - Weddings and funerals fall in church category so they can happen with distancing guidelines
- Effective May 8th
 - Cosmetology, hair salons, barbershops, nail, tanning salons can open with limitations
- Effective May 18th
 - Gyms can open with 25% occupancy limitation and lockers/showers cannot be open

Mayor Newton then reviewed the charts, providing COVID-19 Statistics for Texas, Tarrant County, and Colleyville to include:

Texas: 32,332 Positives = .11% of population; 1,533 currently hospitalized = 5/1000 of 1% of population; and 884 Deaths = 3/1000 of 1% of population.

Tarrant County: 2,624 Positives = .12% of population; 198 currently hospitalized = 9/1000 of 1% of population; and 77 Deaths = 3/1000 of 1% of population.

Colleyville: 9 Positives = 3/100 of 1 % of population; 0 Deaths.

In Tarrant County there are 4,714 hospital beds and 530 ventilators; currently 2,094 beds (44% of capacity) and 375 ventilators (71% of capacity) are available for use. And only 4% of Tarrant County hospital bed capacity is utilized by COVID patients.

Mayor Newton encouraged everyone to continue good practices to include cough care, hand washing, and social distancing.

Mayor Newton thanked staff for finding creative ways to help our businesses during the pandemic. He summarized the success of the gift card program that infused nearly \$400,000 into local business. He also told the citizens he appreciated their engagement with Colleyville businesses that drove the success of the gift card program. Mayor Newton also noted Colleyville has a planned strategy for assisting business recovery from the pandemic and the Colleyville Business Center is a major component of that strategy.

Mayor Newton announced the Colleyville Business Center (CBC) is under renovation with an expected opening in mid-July, and the City has contracted with Carolyn Sims to serve part-time as CBC Manager.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-20-4495

- 4a** Approval of the minutes of the regular City Council meeting of April 21, 2020
- 4b** Approval of a Construction Services Agreement with Cousin's Waterproofing, LLC dba Next Gen Construction, for the Roof Restoration Project, in an amount not to exceed \$685,000, and authorizing the City Manager to execute the agreement
- 4c** Appointment of a Contracting Party Representative and Alternate Contracting Party Representative to represent the City of Colleyville at the Trinity River Authority's Tarrant County Water Supply Project Customer City meetings and an Operating Emergency Contact
- 4d** Appointment of a Contracting Party Representative, Alternate Contracting Party Representative to the Advisory Committee of the Trinity River Authority's Central Regional Wastewater System and an Operating Emergency Contact

Mayor Newton read Resolution R-20-4495 in its entirety.

Public Works Director Ray Silva-Reyes presented items 4b, 4c, and 4d.

Regarding item 4b, Mayor Newton asked what the warranty covers and who is providing the warranty, the installer or manufacturer. Director Silva-Reyes stated the warranty is 100 percent of everything under the roof for coverage. He stated the manufacturer requires installers to be certified by the manufacturer, therefore it is a joint responsibility/warranty.

Mayor Pro Tem Lindamood stated Director Silva-Reyes did a great job on the review of vendors, noting he reviewed the bids also and noted the other bidders were subcontracting, but Next Gen is performing the work on their own. Director

Silva-Reyes noted staff worked with a consultant to ensure a successful bidding and selection process.

As items 4c and 4d were routine business and self-explanatory, there were no questions.

Mayor Newton opened the public hearing at 8:26 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:26 p.m.

Councilmember Dodson made a motion to approve Resolution R-20-4495, 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

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

5a Ordinance O-20-2114

Approval of the adoption of the City of Colleyville Water Conservation and Drought Contingency Plan, 2020

Mayor Newton read the caption of Ordinance O-20-2114.

Public Works Director Ray Silva-Reyes presented this item noting the Plan establishes minimum requirements for water conservation and drought contingency plans which are required to be reviewed and updated if necessary every five years, per the Texas Commission on Environmental Quality. He stated the language and water restriction scenarios outlined in the Plan are the minimum state requirements in order to ration out potable water in the event of a severe drought.

Mayor Newton stated the Plan lays out different contingencies and what is required for each stage.

Mayor Newton opened the public hearing at 8:32 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:32 p.m.

Councilmember Nakamura made a motion to approve Ordinance O-20-2114, 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

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

Ordinances O-20-2111, O-20-2112, and 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. TABLED: RESOLUTION(S) READING AND PUBLIC HEARING

Resolution R-20-4478 remained tabled.

7a 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 Newton Survey, located at 401 Shelton Drive, Case PC20-001

8. CITIZEN COMMENTS

Kathleen Hennessey, 5013 Stonebridge Drive, discussed zero lot lines, HOA covenants, and City policies regarding construction and ownership on zero lot lines. Mrs. Hennessey stated there needs to be public education regarding zero lot line zoning.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MAY 5, 2020 - READING AND PUBLIC HEARING - RESOLUTION R-20-4496

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 8:43 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 19TH DAY OF MAY 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 6b
Type Resolution
Department Engineering

Agenda Date 5/19/2020

Number Resolution R-20-4498

Title

Approval of the First Amendment to the Construction Services Agreement with Mobil Construction Corporation, LLC, for the FY2020 Miscellaneous Concrete Repair Contract, providing for an additional \$250,000 to the current project budget, in a total amount not to exceed \$725,000 and authorizing the City Manager to execute the amendment

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

On October 2, 2019, City Council approved the FY2020 Miscellaneous Concrete Repair Contract, Resolution R-19-4423, for the concrete rehabilitation program for Fiscal Year 2020, in an amount not to exceed \$475,000.

The FY2020 Capital Improvement Program allocated \$900,000 for the rehabilitation of streets either through the awarding of a miscellaneous asphalt contract or through partnership with Tarrant County. Due to availability of Tarrant County crews, staff utilized county crews for additional street rehabilitation, saving the City \$250,000. Staff is requesting this \$250,000 be allocated to the FY2020 Miscellaneous Concrete Repair Contract providing for a current project budget not to exceed \$725,000. The additional funds will be utilized for additional sidewalk, street panel, and ADA ramp replacements.

The bid submittals for the FY2020 Miscellaneous Concrete Repair program include sufficient line item quantities to provide for this increase in the contract.

Financial Impact

Funding is available in the Capital Projects Fund.

Recommendation

Approve

Attachments

1. Mobil Agreement Amendment 1
2. Mobil Construction Services Agreement

3. Mobil Construction Services Agreement Line Items
4. R-19-4423

FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

This First Amendment to Construction Services Agreement (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Mobil Construction Corporation, LLC**, (“Contractor”) as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for Annual Concrete Repair effective October 17, 2019, (“the Agreement”), and

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

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

1. The total compensation amount stated in Section 5(A) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00); providing compensation for additional work currently identified in Contractor’s bid response (Project # ENG-20-2020-001) in connection with the City’s annual concrete repair requirements.
2. Except as provided in Paragraphs 1 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
3. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Contractor (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on _____.

City of Colleyville, Texas

By: _____
Jerry Duca, City Manager

SIGNED AND AGREED by Professional on _____.

Mobil Construction Corporation, LLC

By: _____
Alex Valladares, Executive Vice President

CONSTRUCTION SERVICES AGREEMENT
FY 2020 Miscellaneous Concrete Repair

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville FY 2020 Miscellaneous Concrete Repair (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-2020-001 ("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 FOUR HUNDRED AND SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors

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

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement on an as-needed basis; in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. CONTRACTOR shall begin work immediately upon the effective starting date(s) identified in each notice to proceed issued by the City.

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

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

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,000 per day.

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

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

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

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

Section 8. Ownership of Project; Bill of Sale

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

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

Section 9. Termination

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

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

Section 10. Insurance

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

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

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

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

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

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

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

Section 11. Indemnification.

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

Section 12. Assignment

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

Section 13. Applicable Laws

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

Section 14. Default of CONTRACTOR

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

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

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

Section 15. Adjustments in Services

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

Section 16. Execution Becomes Effective

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

Section 17. Agreement Amendments

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

Section 18. Severability.

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

Section 19. Independent Contractor.

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

Section 20. Right-Of-Access.

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

Section 21. Notice.

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

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main Street Colleyville, Texas 76034
With copy to:	Whitt L. Wyatt, City Attorney c/o City Secretary 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Mobil Construction Corporation, LLC Attn: Alex Valladares Executive Vice President 5215 O'Connor Blvd, 11th Floor Irving, Texas 75039

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.

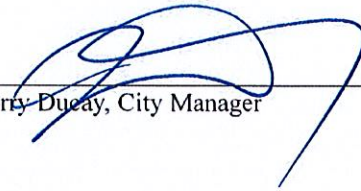
Section 25. Sales and Use Taxes

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.

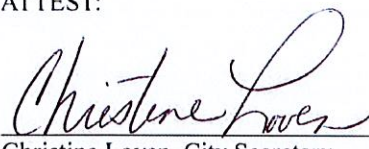
Signature page to follow

EXECUTED on October 2, 2019

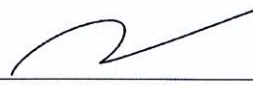
CITY OF COLLEYVILLE, TEXAS

By: 
Jerry Ducay, City Manager

ATTEST:


Christine Loven, City Secretary

APPROVED AS TO FORM:


Whitt L. Wyatt, City Attorney
Staff DE Date September 24, 2019; v4.2019

EXECUTED on this the 17 day of OCTOBER, 2019.

CONTRACTOR
Mobil Construction Corporation, LLC

By: 
Alex Valladares
Executive Vice President

FY 2020 Miscellaneous Concrete Project
Mobil Construction Corporation

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Removal of Concrete Sidewalk, including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	1000	\$ 18.00	\$ 18,000.00
2	Removal of Concrete Sidewalk Ramps, including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 18.00	\$ 4,500.00
3	Removal Structure (Inlets), including all incidentals, in accordance with City of Colleyville Standards and Specifications	EA	5	\$ 850.00	\$ 4,250.00
4	Replacement of Concrete Sidewalk, including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	1000	\$ 52.00	\$ 52,000.00
5	Install Concrete Sidewalk, including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 126.00	\$ 31,500.00
6	Removal and Replacement of Concrete Sidewalk (Exposed Aggregate), including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 114.00	\$ 28,500.00
7	Install ADA compliant curb ramp per TXDOT's details and Specifications, including all incidentals, transition and tie-ins, complete in place,	EA	50	\$ 2,100.00	\$ 105,000.00
8	Removal and Replacement of Concrete Paving using high early concrete achieving at least 70 percent strength with 24 hours, including 8" cement treated base material and all incidentals in accordance with City of Colleyville Standards and Specifications	SY	1500	\$ 138.00	\$ 207,000.00
9	Removal and Replace Drive Approach using high early concrete achieving at least 70 percent strength with 24 hours, including 2" sand cushion material and all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 138.00	\$ 34,500.00
10	Removal and Replace Drive Approach (Exposed Aggregate) using high early concrete achieving at least 70 percent strength with 24 hours,, including 2" sand cushion material and all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	100	\$ 154.00	\$ 15,400.00
11	Traffic Control for Arterial and Collector Streets; :	EA	3	\$ 5,800.00	\$ 17,400.00
12	Install 6 inch thick Concrete Trail, (8' – 10 ') including all incidentals, in accordance with City of Colleyville Standards and Specifications	SY	1000	\$ 70.00	\$ 70,000.00
13	Removal and Replacement of Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMAC transitions in accordance with City of Colleyville Standards and Specifications	LF	2500	\$ 35.00	\$ 87,500.00

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
14	Install Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMAC transitions in accordance with City of Colleyville Standards and Specifications	LF	250	\$ 32.00	\$ 8,000.00
15	Removal and Replacement of Miscellaneous Concrete in accordance with City of Colleyville Standards and Specifications	SY	1250	\$ 92.00	\$ 115,000.00
16	Install Miscellaneous Concrete in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 73.00	\$ 18,250.00
17	Removal and Replace Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, including 8" cement treated base material and all incidentals, complete in place in accordance with City of Colleyville Standards and Specifications	SY	500	\$ 90.00	\$ 45,000.00
18	Install Concrete Valley Gutter with minimum thickness of 6" reinforced concrete, including 8" cement treated base material and all incidentals, complete in place in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 104.00	\$ 26,000.00
19	Placement of miscellaneous concrete for Public Utilities Pads, in accordance with City of Colleyville Standards and Specifications	SY	250	\$ 73.00	\$ 18,250.00
20	Concrete Structure (10'- Inlet), cast-in-place complete and in place, in accordance with City of Colleyville Standards and Specifications	EA	3	\$ 13,000.00	\$ 39,000.00
21	Concrete Structure (15'- Inlet), cast-in-place complete and in place, in accordance with City of Colleyville Standards and Specifications	EA	3	\$ 18,000.00	\$ 54,000.00
22	Furnish and Install Concrete Structure (Safety End Treatment) (6:1), complete and in place, in accordance with City of Colleyville Standards and Specifications	EA	3	\$ 4,000.00	\$ 12,000.00
23	Furnish and install matching sod and approved top soil on disturbed areas as needed and level with existing sod, complete and in place in accordance with City of Colleyville Standards and Specifications	SY	2500	\$ 8.00	\$ 20,000.00
24	Construction Contingency	LS	1	\$ 75,000.00	\$ 75,000.00
	TOTAL BID SUBMITTAL				\$ 1,106,050.00

RESOLUTION R-19-4423

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 2, 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 17, 2019
 - b. Approval to purchase 42 body cameras and related chargers, clips, and warranties, in an amount not to exceed \$96,748, and authorizing the City Manager to execute the agreement
 - c. Approval of a Professional Services Agreement with Baird, Hampton & Brown, in an amount not to exceed \$78,535, for the design of the John McCain Road Hike & Bike Trail Project, and authorizing the City Manager to execute the agreement
 - d. Approval of a construction services agreement with Mobil Construction Corporation for the FY 2020 Miscellaneous Concrete Repair Contract, in an amount not to exceed \$475,000, and authorizing the City Manager to execute the agreement
 - e. Approval of a Local Transportation Project Advance Funding Agreement for the reconstruction of Cheek-Sparger Road (San Bar to Oak Briar Lane), and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 5 AYES, 0 NAYS ON THIS THE 2ND DAY OF OCTOBER 2019.

Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Absent</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>Absent</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 6c

Agenda Date 5/19/2020

Number Resolution R-20-4498

Type Resolution

Department Parks and Recreation

Title

Approval of a Construction Services Agreement with Taurus Commercial Inc., for the City Park Restrooms Renovation Project in an amount not to exceed \$403,921, and authorizing the City Manager to execute the agreement

Strategic Plan

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

The 2018 Parks, Recreation and Open Space Master Plan provides for renovation of the City Park restroom facilities. Staff worked with Hidell and Associates for the design and details which were presented to City Council on December 17, 2019. The City Council directed staff to move forward with finalizing construction details and sending the project to bid. The bid packet consisted of bidding the City Park Restrooms and Concession as a project, and the Nature Center and Reagan Park Facilities as a project.

The City Park Restroom Renovation project consists of updated finishes and amenities, such as upgraded toilets, sinks, urinals, new partition doors, floor and wall tile, and new exterior doors. The exterior consists of new stone wainscot, stone veneer, the existing brick and cast stone will be cleaned and touched up, and existing wood facia will be painted. Both City Park facilities will be heated and cooled.

Hidell and Associates vetted the received bids and verified compliance and references. The consultant and staff recommend awarding the construction services agreement to the low bidder, Taurus Commercial Inc., at a cost not to exceed \$403,921, (bid cost \$353,921, plus a staff requested \$50,000 contingency, if needed). The Architect's Opinion of Probable Construction Cost (OPCC) for this project was \$503,000.

Public notification of the invitation to bids was advertised in the *Fort Worth Star-Telegram* on April 19, 26, May 3, and 10, 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 51 plan holders, of which were 1 architect, 1 engineer, 26 general contractors, 8 other, 7 plan

rooms, 5 sub-contractors, and 3 suppliers.

The bid opening was scheduled for April 19, 2020, through CivCast as a virtual format, to be in compliance with COVID-19 regulations. The City received seven electronically sealed bids, which were opened and publicly read aloud via teleconference on May 12, 2020.

Financial Impact

The Funding for this project is available in the Colleyville Economic Development Corporation (CEDC) and Voluntary Park Funds.

Recommendation

Approve

Attachments

1. City Park Restroom Renovation presentation
2. Construction Services Agreement Taurus Commercial, Inc.
3. Bid results 5.12.2020
4. Bid recommendation Construction Package A

6c. City Park Restroom Renovation



Approval of a Construction Services Agreement with Taurus Commercial, Inc., for the City Park Restroom Renovation Project, in an amount not to exceed \$403,921, and authorizing the City Manager to execute the agreement

- The City Park Restroom Renovation consists of new and updated finishes and amenities, such as upgraded toilets, sinks, urinals, new partition doors, floor and wall tile, and new exterior doors. The exterior consists of new stone wainscot and stone veneer. Both City Park facilities will be heated and cooled.



6c. Bid Summary – City Park Restrooms



Contractor	Total Bid
Taurus Commercial, Inc.	\$353,921.00
Dallas Harmony Construction, LLC	\$393,706.10
AUI Partners, LLC	\$412,804.00
308 Construction	\$479,586.00
AAA Time Saver Services	\$504,985.00
Phillips May Corporation	\$673,333.00
Ratliff Hardscape, Ltd	\$785,240.02

The recommendation to award the agreement to Taurus Commercial, Inc.:

- Low bidder
- Meets qualification requirements

Opinion of Probable Construction Cost (OPCC) for this project was \$503,000

*Contingency of \$50,000 to use as needed, if needed

CONSTRUCTION SERVICES AGREEMENT

City Park Pavillion Renovations

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville City Park Pavillion Renovations (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 # CC-2020-015 (Package A) ("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 THREE HUNDRED AND FIFTY-THREE THOUSAND NINE HUNDRED AND TWENTY-ONE AND NO/100 DOLLARS (\$353,921) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the

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

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is One Hundred and Forty (140) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 140th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

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

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

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

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

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

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

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

Section 8. Ownership of Project; Bill of Sale

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

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

Section 9. Termination

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

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

Section 10. Insurance

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

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

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

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

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

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

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

Section 11. Indemnification.

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

Section 12. Assignment

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

Section 13. Applicable Laws

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

Section 14. Default of CONTRACTOR

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

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

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

Section 15. Adjustments in Services

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

Section 16. Execution Becomes Effective

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

Section 17. Agreement Amendments

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

Section 18. Severability

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

Section 19. Independent Contractor.

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

Section 20. Right-Of-Access.

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

Section 21. Notice.

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

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main St., 3rd Floor 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:	Taurus Commercial, Inc. Attn: Mark Ladd Project Manager 12200 Ford Road, Suite 492 Dallas, Texas 75234

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 May 19, 2020

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Duca, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney
Staff:WLW:Date:May 14, 2020:v4.2019

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

CONTRACTOR
Taurus Commercial, Inc.

By: _____
Mark Ladd
Project Manager

Colleyville Park Facilities Project

Bid Results

The following is a list of contractors that submitted bids for the Colleyville Parks Facilities Project on 5.12.2020 @ 2:00pm. The following results were read on the conference call.

Company	Bid Package A		Bid Package B		Bid Bond	Addendum Acknowledgement
308 Construction	\$	479,586.00	\$	563,552.00	Yes	Addendum No 1, 2 & 3
AAA Time Saver Services	\$	504,985.00	\$	593,480.00	Yes	Addendum No 1, 2 & 3
Ratliff Hardscape, Ltd	\$	785,240.02	\$	613,704.55	Yes	Addendum No 1, 2 & 3
Taurus Commercial, Inc.	\$	353,921.00	\$	816,623.00	Yes	Addendum No 1, 2 & 3
Dallas Harmony Construction, LLC	\$	393,706.10	\$	619,924.91	Yes	Addendum No 1, 2 & 3
Phillips May Corporation	\$	673,333.00	\$	807,000.00	Yes	Addendum No 1, 2 & 3
AUI Partners, LLC	\$	412,804.00	\$	688,373.00	Yes	Addendum No 1, 2 & 3

May 15, 2020

Lisa Escobedo
Colleyville Parks Director
2512 Glade Road
Colleyville Texas 76034



Re: Colleyville Parks Project
Package A : City Park Restroom Renovation

Lisa,

The Colleyville Parks Facilities Project received seven bids on May 12, 2020. The seven bidders were as follows:

308 Construction
AAA Time Saver Services
Ratliff Hardscape, Ltd.
Taurus Commercial, Inc.
Dallas Harmony Construction, LLC
Phillips May Corporation
AUI Partners, LLC

Based on the bids and proposal information required the contractors were evaluated on the seven criteria factors as defined in the project specifications. The result of the evaluation ranks Taurus Commercial, Inc. as the recommended contractor for council approval for Package A of the Colleyville Parks Facilities Project.

Taurus Commercial, Inc. had the lowest total price for Bid Package A (City Park Restroom Renovations). The company has been in business since 2006, with experience in renovation, interior finish-out and new construction. The following references for the company were contacted:

Weber & Company – Positive recommendation regarding experience with a new retail shell building.

RES Charter School – Positive feedback regarding new school facilities.

Total Wine – Positive recommendation regarding current ground up retail store construction.

Hidell and Associates Architect recommends the City of Colleyville approve Taurus Commercial, Inc. for the Colleyville Park Facilities Project: Package A – City Park Restroom Renovations in the amount of \$353, 921.00.

Included with this letter, are the bid results and bid evaluation sheets.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Babcock".

Aaron Babcock
Hidell and Associates Architects



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6d

Agenda Date 5/19/2020

Number Resolution R-20-4498

Type Resolution

Department Parks and Recreation

Title

Approval of a Construction Services Agreement with AAA Time Saver Services, for the Nature Center and Reagan Park Restrooms Project in an amount not to exceed \$643,480, and authorizing the City Manager to execute the agreement

Strategic Plan

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

The 2018 Parks, Recreation and Open Space Master Plan provides for the construction of restroom facilities at the Nature Center and Reagan Park. Staff worked with Hidell and Associates for the design and details which were presented to City Council on December 17, 2019. The City Council directed staff to move forward with finalizing construction details and sending the project to bid. The bid packet consisted of bidding the City Park Restrooms and Concession as a project, and the Nature Center and Reagan Park Facilities as a project.

The Nature Center restroom will consist of two unisex restrooms, a mechanical/janitorial room, a drinking fountain, and safety technology for emergency towers to be placed throughout the park. The Reagan Park restroom will consist of one unisex restroom, a mechanical/janitorial room and a drinking fountain. This facility will also contain a covered area for picnic tables. The exterior on both facilities will have a stone veneer finish, a metal roof, and an exposed truss. Both restroom facilities will be heated and cooled.

Hidell and Associates vetted the received bids and verified compliance and references. The lowest bidder, 308 Construction, was eliminated due to litigation with Saginaw Independent School District and a poor reference from the City of Colleyville Public Works. The consultant and staff recommend awarding the construction services agreement to AAA Time Saver Services, at a cost not to exceed \$643,480, (bid cost \$593,480, plus a staff requested \$50,000 contingency, if needed). The Architect's Opinion of Probable Construction Cost (OPCC) for this project was \$586,500.

Public notification of the invitation to bids was advertised in the *Fort Worth Star-Telegram* on April 19, 26, May 3, and 10, 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 51 plan holders, of which were 1 architect, 1 engineer, 26 general contractors, 8 other, 7 plan rooms, 5 sub-contractors, and 3 suppliers.

The bid opening was scheduled for April 19, 2020, through CivCast as a virtual format, to be in compliance with COVID-19 regulations. The City received seven electronically sealed bids, which were opened and publicly read aloud via teleconference on May 12, 2020.

Financial Impact

Funding for the project is in the Parkland Dedication Fund

Recommendation

Approve

Attachments

1. Nature Center & Reagan Park Restrooms presentation
2. Construction Services Agreement AAA Time Saver Services
3. Bid results 5.12.2020
4. Bid recommendation Construction Package B

6c. Nature Center & Reagan Park Restrooms



Approval of a construction services agreement with AAA Time Saver Services, for the Nature Center and Reagan Park Restroom Project, in an amount not to exceed \$643,480, and authorizing the City Manager to execute the contract.

- The Nature Center restroom will consist of (2) unisex restrooms and safety technology for emergency towers on the trails
- The Reagan Park restroom will consist of (1) unisex restroom
- Both will have a mechanical/janitorial room and a drinking fountain
- The exterior on both will have a stone veneer finish, a metal roof, and a exposed truss
- Both facilities will be heated and cooled



6c. Bid Summary – Nature Center & Reagan Park Restrooms



Contractor	Total Bid
308 Construction	\$563,552.00
AAA Time Saver Services	\$593,480.00
Ratliff Hardscape, Ltd	\$613,704.55
Dallas Harmony Construction, LLC	\$619,924.91
AUI Partners, LLC	\$688,373.00
Phillips May Corporation	\$807,000.00
Taurus Commercial, Inc.	\$816,623.00

The recommendation to award the contract to AAA Time Saver Services rather than the lowest bidder is based upon the following:

- Low bidder is currently in litigation with Saginaw ISD, as they were terminated from the project
- Low bidder worked for the City of Colleyville Public Works department on a past project and did not perform to the desired standard
- AAA Time Saver Services is the second lowest bidder and meet the qualifications

Opinion of Probable Construction Cost (OPCC) for this project was \$586,500

*Contingency of \$50,000 to use as needed, if needed

CONSTRUCTION SERVICES AGREEMENT

Regan Park and Nature Center Park Restrooms

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **AAA Time Saver Services**, a Texas Sole Proprietorship, 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 Regan Park and Nature Center Park Restrooms (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 # CC-2020-015 (Package B) ("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 FIVE HUNDRED AND NINETY-THREE THOUSAND FOUR HUNDRED AND EIGHTY AND NO/100 DOLLARS (\$593,480) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S

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

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is One Hundred and Forty (140) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 140th 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 \$2,000 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 St., 3rd Floor 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:	AAA Time Saver Services Attn: Carlos Hernandez Superintendent P. O. Box 691431 San Antonio, Texas 78269

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 May 19, 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:WLW:Date:May 14, 2020:v4.2019

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

CONTRACTOR
AAA Time Saver Services

By: _____
Carlos Hernandez
Superintendent

Colleyville Park Facilities Project

Bid Results

The following is a list of contractors that submitted bids for the Colleyville Parks Facilities Project on 5.12.2020 @ 2:00pm. The following results were read on the conference call.

Company	Bid Package A		Bid Package B		Bid Bond	Addendum Acknowledgement
308 Construction	\$	479,586.00	\$	563,552.00	Yes	Addendum No 1, 2 & 3
AAA Time Saver Services	\$	504,985.00	\$	593,480.00	Yes	Addendum No 1, 2 & 3
Ratliff Hardscape, Ltd	\$	785,240.02	\$	613,704.55	Yes	Addendum No 1, 2 & 3
Taurus Commercial, Inc.	\$	353,921.00	\$	816,623.00	Yes	Addendum No 1, 2 & 3
Dallas Harmony Construction, LLC	\$	393,706.10	\$	619,924.91	Yes	Addendum No 1, 2 & 3
Phillips May Corporation	\$	673,333.00	\$	807,000.00	Yes	Addendum No 1, 2 & 3
AUI Partners, LLC	\$	412,804.00	\$	688,373.00	Yes	Addendum No 1, 2 & 3

May 15, 2020



Lisa Escobedo
Colleyville Parks Director
2512 Glade Road
Colleyville Texas 76034

Re: Colleyville Parks Facilities Project
Package B : Reagan Park Restroom and Nature Center Restroom

Lisa,

The Colleyville Parks Facilities Project received seven bids on May 12, 2020. The seven bidders were as follows:

308 Construction
AAA Time Saver Services
Ratliff Hardscape, Ltd.
Taurus Commercial, Inc.
Dallas Harmony Construction, LLC
Phillips May Corporation
AUI Partners, LLC

Based on the bids and proposal information required the contractors were evaluated on the seven criteria factors as defined in the project specifications. The result of the evaluation ranks AAA Time Saver Services. as the recommended contractor for council approval for Package B of the Colleyville Parks Facilities Project.

AAA Time Saver Services had the second lowest total price for Bid Package B (Reagan Park Restrooms and Nature Center Park Restrooms). The company has been in business since 2002, with experience in restroom renovation and new construction. The following references for the company were contacted:

City of Malakoff – Positive recommendation regarding experience with Convention center restroom project.

Banquet ISD – Positive feedback regarding a restroom renovation project.

The lowest bidder for Package B: Reagan Park and Nature Center Restrooms was 308 Construction. They have experience with the City of Colleyville on a past project and did not perform to the desired standard. They also are currently in litigation with Eagle Mountain -Saginaw ISD, as they were terminated from a security upgrades project. Due to these items, they do not meet the qualification standard.

Colleyville Park Facilities: Package B – Reagan Park and Nature Center Restrooms

Hidell and Associates Architect recommends the City of Colleyville approve AAA Time Saver Services for Colleyville Park Facilities Project: Package B – Reagan Park and Nature Center Park Restrooms.in the amount of \$593, 480.00.

Included with this letter, are the bid results and bid evaluation sheets.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Babcock". The signature is fluid and cursive, with the first name "Aaron" and last name "Babcock" clearly distinguishable.

Aaron Babcock
Hidell and Associates Architects



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6e

Agenda Date 5/19/2020

Number Resolution R-20-4498

Type Resolution

Department Fire

Title

Approval of the purchase of self-contained breathing apparatus (SCBA) from DACO Fire Equipment, Inc., in an amount not to exceed \$262,248.45, and authorizing the City Manager to execute the purchasing documents

Strategic Plan

1.4 Communicate thoroughly and strategically

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

This item seeks approval for the purchase of complete self-contained breathing apparatus (SCBA), to include tanks, masks, adapters, and communication devices. An SCBA is a portable air supply which provides clean breathing air in a dangerous environment and is worn by all personnel responding to any hazardous respiratory incident, which most recently includes respiratory protection during the pandemic. If approved, this purchase would provide for the replacement of the current apparatus which is approximately 17 years old, is costly to repair, and is difficult to maintain to meet the National Fire Protection Association compliance standards.

The proposed SCBA is the Dräger PSS7000, which meets all of the new NFPA and state requirements and has the ability to be upgraded for future improvements. In addition, Dräger has a 15 year warranty which extends past the Fire Department's planned ten year service life. Improvements for the wearer of the SCBA include a more ergonomic to wear, with a less distorted field of view in the mask, and the new mask has advanced communication capabilities which allow crews to be in constant contact with each other.

The Fire Department has been preparing for the SCBA replacements, but would like to move forward now, with the total purchase, utilizing City funding (\$157,830.21-TIF; \$104,418.24 – Equipment Replacement).

Financial Impact

The total cost for the purchase is \$262,248.45. Funding is available from TIF in the amount of \$157,830.21 and \$104,418.24 in Equipment Replacement. Staff will seek reimbursement to the extent possible through monies made available through the federal government for the COVID response.

Recommendation

Approve

Attachments

1. SCBA Purchase Presentation
2. Daco SCBA Quote

6e. Self Contained Breathing Apparatus

Self Contained Breathing Apparatus (SCBA)

- Portable air supply that provides clean breathing air in a dangerous environment
 - Worn by all personnel on an incident that has a respiratory hazard
 - System is being used for respiratory protection during pandemic
-
- Need for replacement
 - Majority of current SCBA inventory is 17 years old
 - Compliance with NFPA of current fleet is a challenge
 - Repair costs of SCBAs is increasing



6e. Self Contained Breathing Apparatus



Self Contained Breathing Apparatus (SCBA)

- Changing requirements for compliance
 - NFPA makes changes to requirements every 4 years
 - State of Texas adopts those requirements immediately
- The Dräger PSS7000 SCBA meets all of the new requirements
- Pack has the ability to be upgraded for future improvements
- Dräger has a 15 year warranty that extends past CFD's planned service life
- Currently allocating funds for a 10 year, planned service life
- The SCBA is more ergonomic to wear and mask has a less distorted field of view
- New mask has advanced communication capabilities allowing crews to be in constant contact with each other



6e. Funding

Total cost: \$262,248.45

Fund breakdown:

	Amount	Funding Source
Central Station	\$157,830.21	TIF
Stations #2 and #3	\$104,418.24	Equipment Replacement
TOTAL	\$262,248.45	



6e. Self Contained Breathing Apparatus





QUOTE

FIRE EQUIPMENT

6000 HUDDLESTON
FT. WORTH TX. 76137
PH# 817-281-4172
FAX# 817-281-6576

Date: 3/24/2020

To: Colleyville Fire

Payment Terms

Net 30

Freight

see below

SALESPERSON		JOB		
	Draeger SCBA's			
WGC				
Part #	Part #/Description	Quantity	Sales Price	Extended Price
R62980	PSS 7000 w/Sentinel 7000 HP/QC With Buddy	25	\$3,950.99	\$98,774.70
	Breather (including pouch)		\$0.00	\$0.00
			\$0.00	\$0.00
4059413	4500PSI/30 Min Clear Coated Full with OC	45	\$582.98	\$26,234.28
	adapter Custom Logo		\$0.00	\$0.00
			\$0.00	\$0.00
R62986	FPS 7000Mask with hairnet standard	50	\$380.60	\$19,030.20
	Include with HUD installed		\$0.00	\$0.00
			\$0.00	\$0.00
R63091	PFPS 7000 Mask Med (Spares)		\$228.76	\$0.00
			\$0.00	\$0.00
R61344	COM 7000 Universal	45	\$1,121.10	\$50,449.50
			\$0.00	\$0.00
R60566	C55 Lapel Mics	45	\$807.05	\$36,317.16
			\$0.00	\$0.00
3702124	RIT Kits Complete	4	\$3,277.15	\$13,108.61
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
**** Freight Charges Apply ****				

\$243,914.45

THANK YOU FOR YOUR BUSINESS!

6000 HUDDLESTON, FT. WORTH, TX. 76137. 817-281-4172 [Fax] 817-281-6576



QUOTE

FIRE EQUIPMENT

6000 HUDDLESTON
FT. WORTH TX. 76137
PH# 817-281-4172
FAX# 817-281-6576

Date: 3/24/2020

To: Colleyville Fire

ment Terms

Freight

Net 30

see below

SALESPERSON		JOB		
	Draeger Quote Pg2			
WGC				
Part #	Part #/Description	Quantity	Sales Price	Extended Price
33357116	4500psi Charge Adapters	10	\$541.16	\$5,411.64
			\$0.00	\$0.00
3355974	Adjusting Strap (pkg of2)	3	\$51.00	\$153.00
			\$0.00	\$0.00
3355972	Pull Forward Straps	6	\$69.61	\$417.67
			\$0.00	\$0.00
3355973	Waistpad Assembly	3	\$311.26	\$933.77
			\$0.00	\$0.00
3355975	Shoulder Pad LH	3	\$243.14	\$729.43
			\$0.00	\$0.00
3355976	Shoulder Pad RH	3	\$243.14	\$729.43
			\$0.00	\$0.00
3356973	Adjustable Belt Assembly	3	\$168.70	\$506.09
			\$0.00	\$0.00
4059123	Molykote 111 (lube O Ring)	1	\$26.78	\$26.78
			\$0.00	\$0.00
4059492	Spurtex Disinfectant/Cleaner (Gallon) (4/Case)	4	\$26.95	\$107.81
			\$0.00	\$0.00
	Page 1 Total	1	\$243,914.45	\$243,914.45
			\$0.00	\$0.00
**** Freight Charges Apply ****				

\$252,930.07

THANK YOU FOR YOUR BUSINESS!

6000 HUDDLESTON, FT. WORTH, TX. 76137. 817-281-4172 [Fax] 817-281-6576



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6f

Agenda Date 5/19/2020

Number Resolution R-20-4498

Type Resolution

Department Fire

Title

Approval of the purchase of a breathing air compressor at Fire Station 1, in an amount not to exceed \$57,129.20, and authorizing the City Manager to execute the purchasing documents

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

This item provides for the purchase of a replacement breathing air compressor at Fire Station 1. This compressor is used to refill the self-contained breathing apparatus tanks used by all personnel entering a hazardous air incident, which most recently includes respiratory protection during the pandemic.

The system at Station 1 was purchased in 2007 and is undersized for the needs of the station. There is a minimum of 12 cylinders used during a fire and the current compressor can only fill four to six cylinders before a system refill is needed, which takes about four hours. When the compressor is working at peak output only two cylinders at a time can be filled, which creates a delay in the apparatus returning to in-service status. The current system has been rebuilt two times and requires repairs due to extended operating times. If approved, the replacement system would be an Eagle Air System which works at a higher cubic feet per minute (CFM) output and allows system recharge while filling cylinders. This system would provide for four cylinders to be filled at one time and has a 20 plus year service life.

Financial Impact

Funding is available in the TIF, and staff will seek reimbursement to the extent possible through monies made available through the federal government for the COVID response.

Recommendation

Approve

Attachments

1. Breathing Air Compressor Purchase Presentation

6f. Breathing Air Compressor



- Current system (Purchased in 2007)
 - Undersized
 - Station 1 has a minimum 12 cylinders used during a fire
 - Can only fill 4 to 6 cylinders before a system refill is needed
 - System refill takes about 4 hours
 - Working at peak output system can only fill 2 cylinders at a time
 - Lack of capacity creates a delay in apparatus returning to in-service status
 - Current system has been rebuilt 2 times and requires repairs due to extended operating times
- New system
 - Eagle Air system works at a higher cubic feet per minute (CFM) output and allows system recharge while filling cylinders
 - Eagle Air allows for four cylinders to be filled at 1 time
 - 20 + year service life



6f. Breathing Air Compressor





City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a
Type Presentation and Discussion
Department Finance

Agenda Date 5/19/2020

Number

Title
Monthly Financial Report

Explanation **General Fund**

We've just completed our seventh month of this fiscal year, and the General Fund surplus is still stronger than we would have expected at this time. Sales and property taxes have had a strong year, but there are a few line items that appear to be lagging behind FY19 (predominately permits and recreation program fees), and staff will continue to monitor those line items monthly. We've seen our first sales tax figures since the coronavirus pandemic began hitting DFW, and thankfully, the decrease was a modest one. April's tax figures will undoubtedly be worse, but our General Fund is currently in great shape. For now, we are sitting at a \$6.7 million surplus. Our cash flow trajectory indicates that we will see our surplus come down gradually throughout the remainder of the year.

Ad Valorem tax revenue.

Historically, the majority of the City's property taxes hit our accounts from December through March, although the bulk hits in December and January. As of this month, we've collected \$14.7 million, or 98% of our budget. This figure represents a 2.4% increase over February of FY19. Any increases in property tax revenue over FY19 are solely due to properties that have been newly developed or substantially redeveloped, and therefore were previously untaxed or taxed at a much lower value in FY19.

Sales tax revenue.

The fifth FY20 sales tax collections came in this month. As discussed in our previous report, these were a modest, 1.3% decrease over the previous year due to a previous audit collection. Additionally, we have an updated report from the comptroller indicating that our sixth month's collections decreased by 1.2% compared to FY19, reducing our total fiscal year increase to 6.9%.

Utility Fund

As of March, the Utility Fund has earned \$7.6 million in revenue and expensed \$7

million of its annual budget. While FY19 was a low consumption year for water, FY20 started off to be a much more typical year. For reference, FY19 had 32.7 inches of rain through March, while this year has only seen 24.9 inches. Regardless, this fund is designed to be a break-even fund once the City makes its annual transfer to the utility capital projects fund.

Drainage Fund

To date, the Drainage Fee Fund has received \$595,000, or 61%, of its budgeted revenues and spent \$407,000, or 51%, of its budgeted expenses.



Agenda Item - Items not for council action

Monthly Financial Report April 2020

City Council Meeting
May 19, 2020

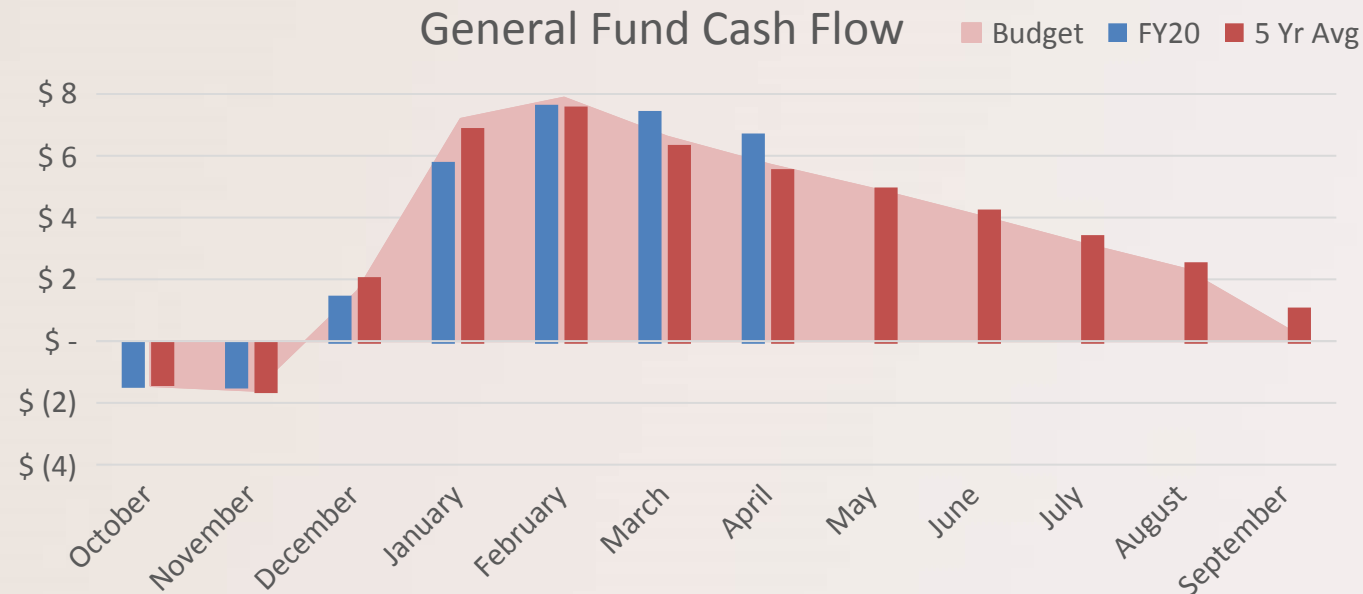
General Fund



General Fund

	FY20 Budget		FY20 YTD		% of Budget	FY19 YTD		FY19 % of Budget
Revenues	\$	24,589,177	\$	20,584,980	84%	\$	20,323,147	84%
Expenditures	\$	24,182,805	\$	13,863,908	57%	\$	13,304,319	55%
	\$	406,372	\$	6,721,072		\$	7,018,829	

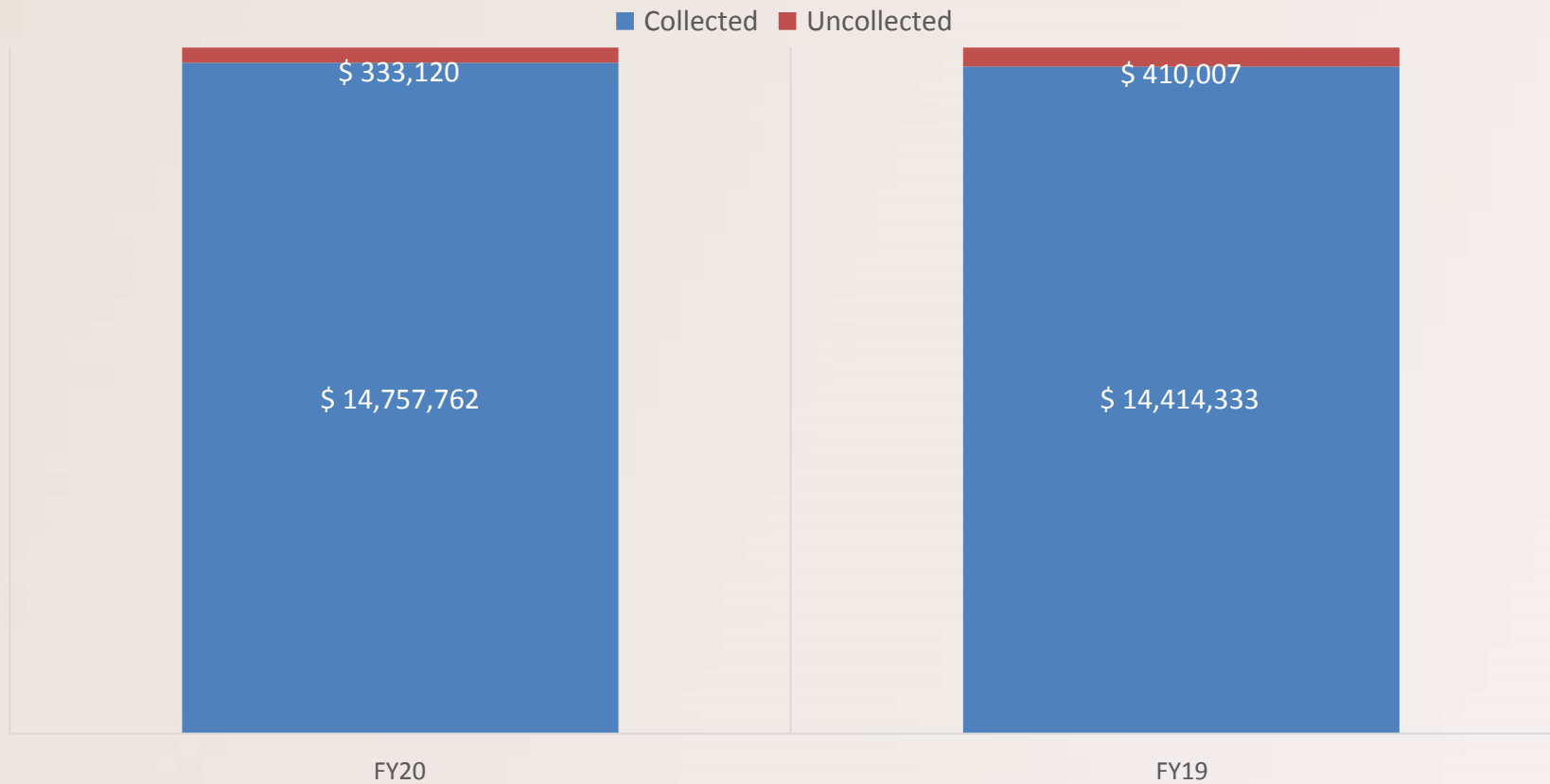
*50% of the year is completed



Property Tax Highlight



As with FY19, we have collected 98% of our tax levy

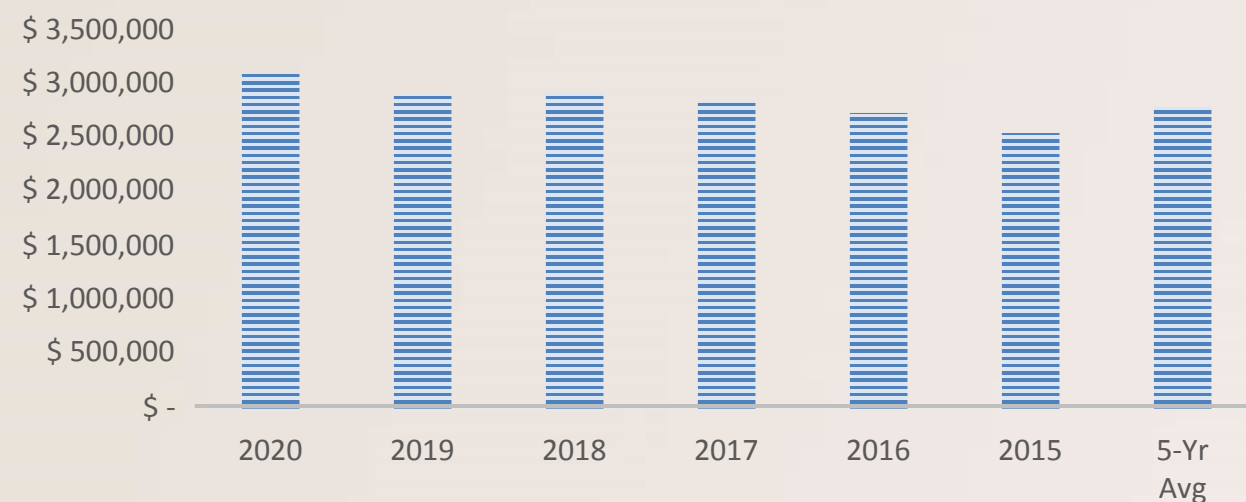


Sales Tax Highlight



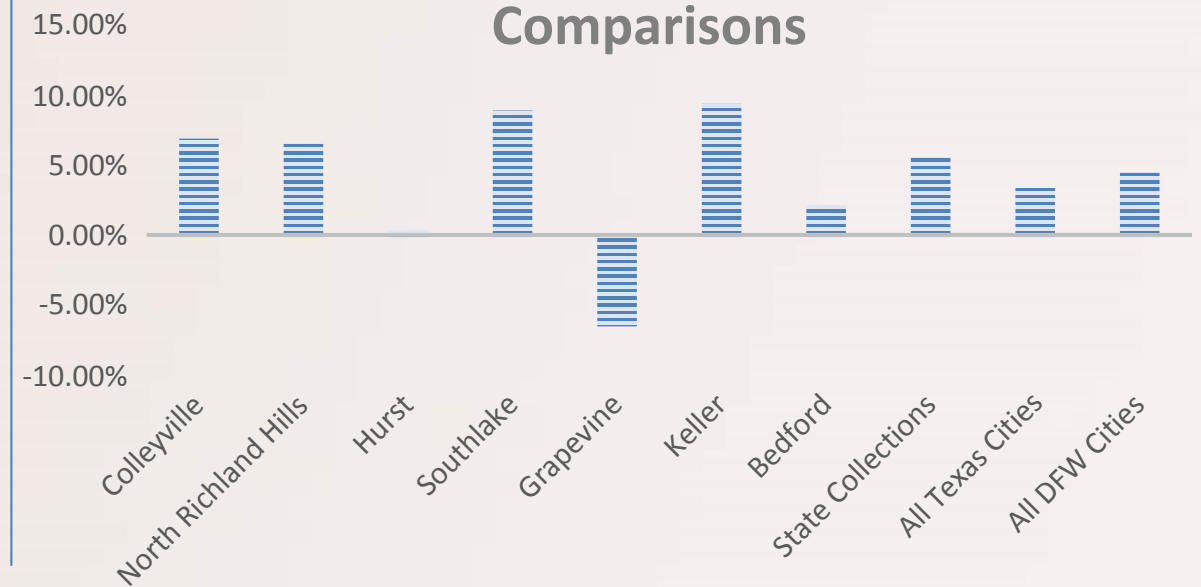
FY20 YTD Receipts compared to Previous Years

Thru March Sales Tax Receipts (Comparison)



City/State Comparisons

City/State Comparisons

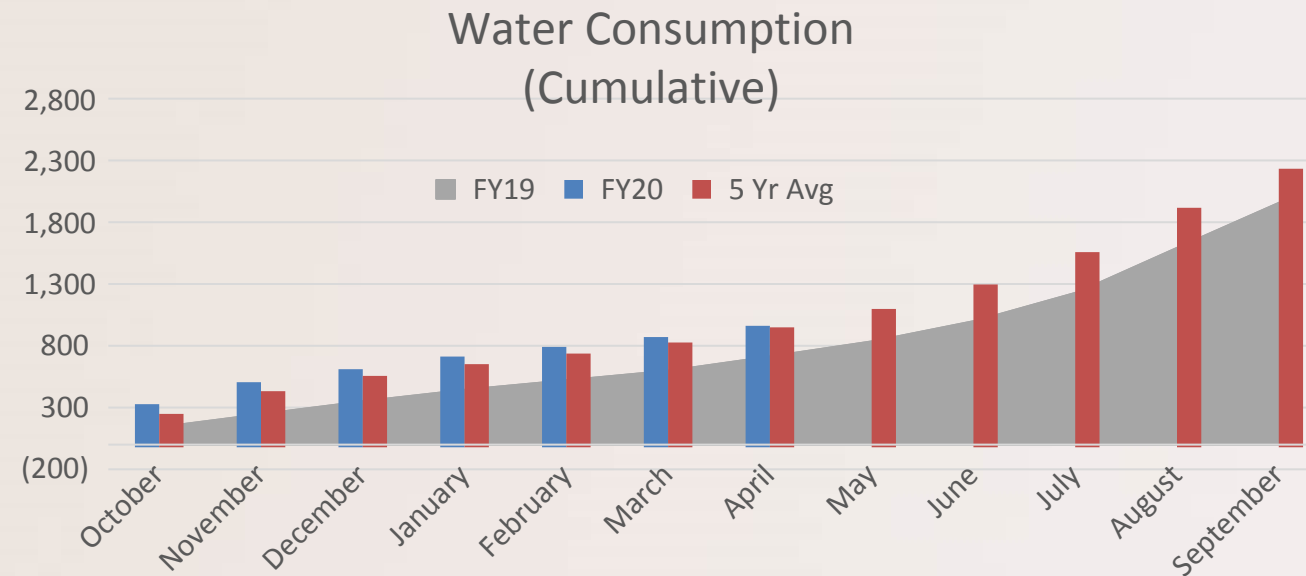


Utility Fund



Utility Fund					
	FY20 Budget	FY20 YTD	% of Budget	FY19 YTD	FY19 % of Budget
Revenues	\$ 17,555,789	\$ 7,673,555	44%	\$ 6,704,984	41%
Expenditures	\$ 17,555,789	\$ 7,067,486	40%	\$ 6,499,492	40%
	\$ -	\$ 606,069		\$ 205,492	

*50% of the year is completed

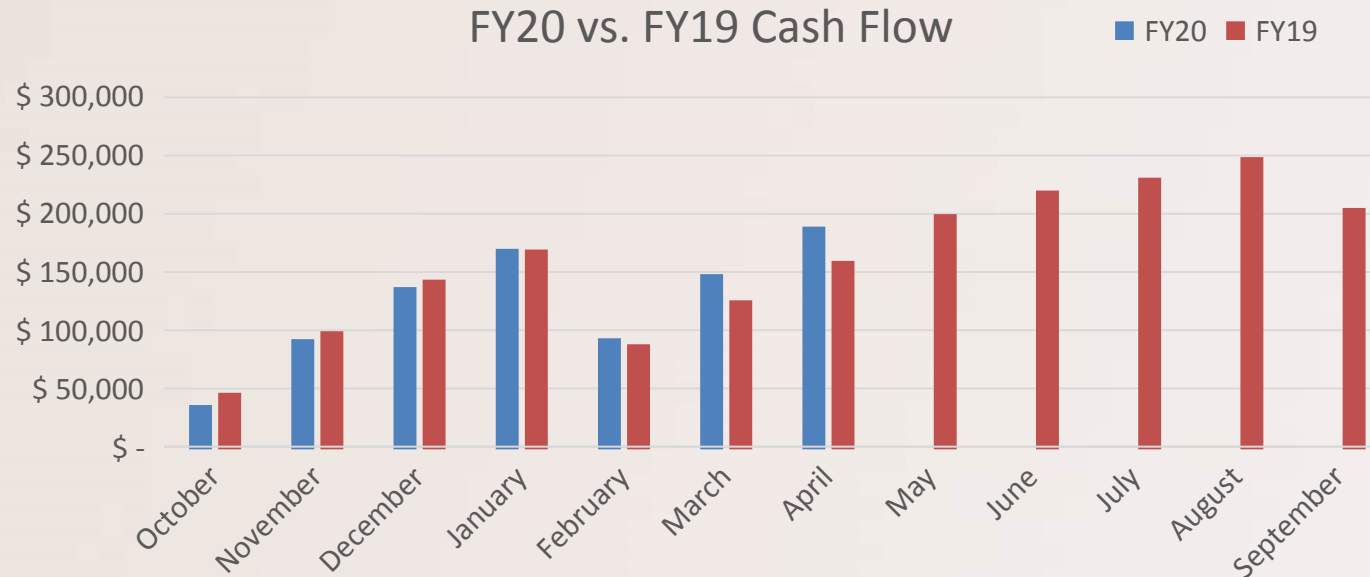


Drainage Fund



Drainage Fund					
	FY20 Budget	FY20 YTD	% of Budget	FY19 YTD	FY19 % of Budget
Revenues	\$ 978,508	\$ 595,935	61%	\$ 606,272	62%
Expenditures	\$ 795,844	\$ 406,962	51%	\$ 440,536	57%
	\$ 182,664	\$ 188,973		\$ 165,736	

*50% of the year is completed



Monthly Financial Report - April 2020

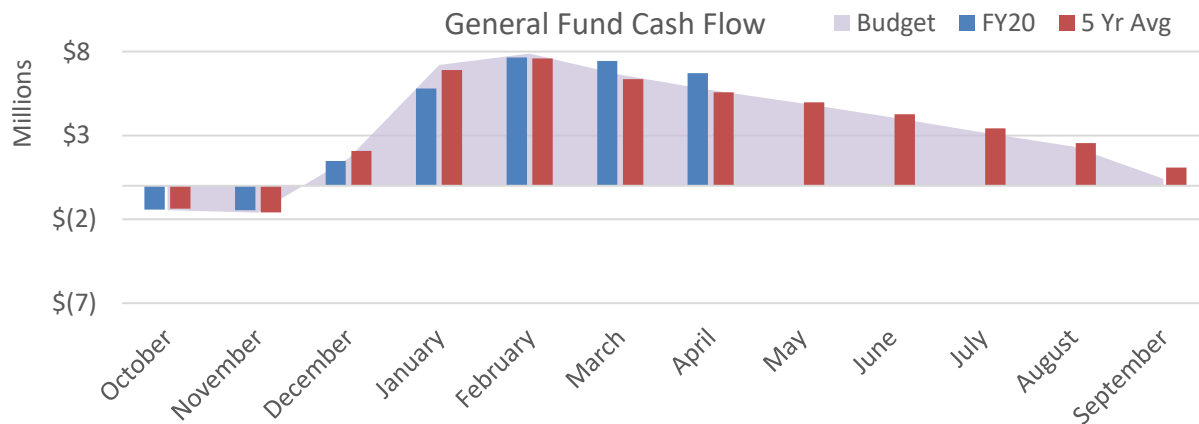
% of year Completed 58%

General Fund

% of Budget Spent 57%

	FY20 Budget	FY20 YTD	% of Budget	FY19 YTD	FY19% of Budget
Revenues	\$ 24,589,177	\$ 20,584,980	84%	\$ 20,323,147	84%
Expenditures	\$ 24,182,805	\$ 13,863,908	57%	\$ 13,304,319	55%
	\$ 406,372	\$ 6,721,072		\$ 7,018,829	

Through April, the General Fund has collected 84% of its budgeted revenue and spent 57% of its budgeted expenditures. While sales and property taxes have had a strong year, there are a few line items that appear to be lagging behind FY19 (predominately permits and recreation fees), and staff will continue to monitor those line items monthly. Regardless, the General Fund is posting a higher surplus than anticipated through this month. Adding to this surplus is a decrease in street resurfacing supplies. This is reflective of our concrete contract being moved from the General Fund into the Capital Projects Fund. For the predicted cash flow trajectory, please see the graph below.



General Fund Highlights

Revenue (FY20/FY19)

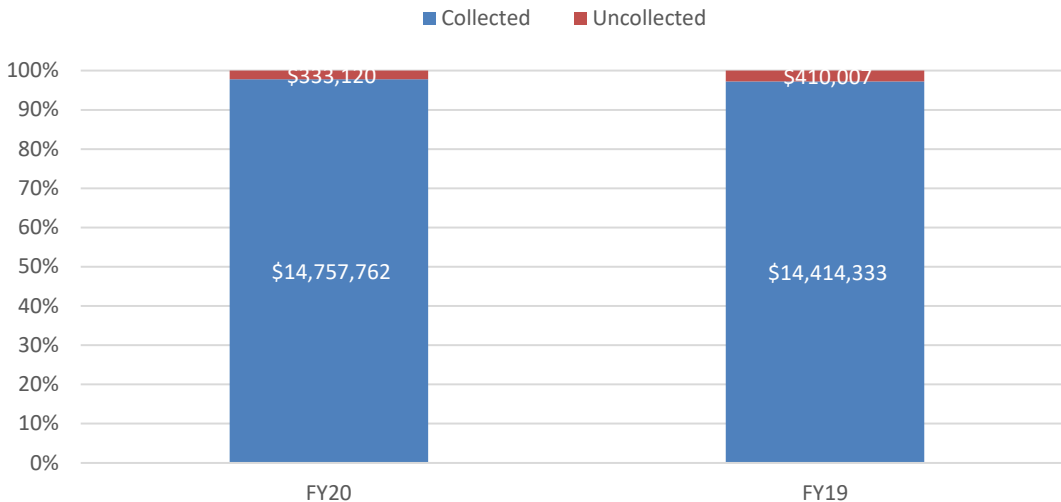
Property Tax	+ \$343k	Sales Tax	+ \$137k	Franchise Tax	-\$146k
Licenses	-\$132k	Other Revenue	+ \$59k	Total Rev	+ \$262k

Expenditures (FY20/FY19)

Personnel	+ \$503k	Contractual	+ \$301k	Supplies	-\$247k
Capital	\$3k	Transfers	\$00k	Total Exp	+ \$560k

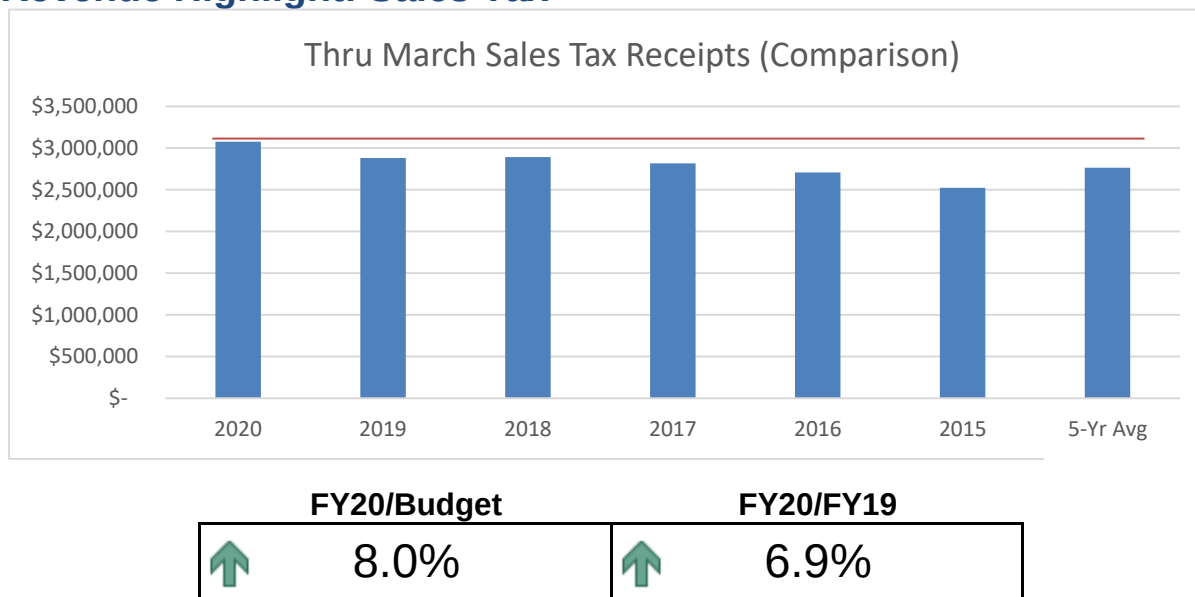
Monthly Financial Report - April 2020

Revenue Highlight: Property Tax



In total, Colleyville anticipates receiving almost \$15.1m in General Fund property tax this year. This makes for a 2.2%, or \$320k, increase over actual FY19 property tax receipts. It should be noted that this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. Through April, we have received 98% of this revenue.

Revenue Highlight: Sales Tax



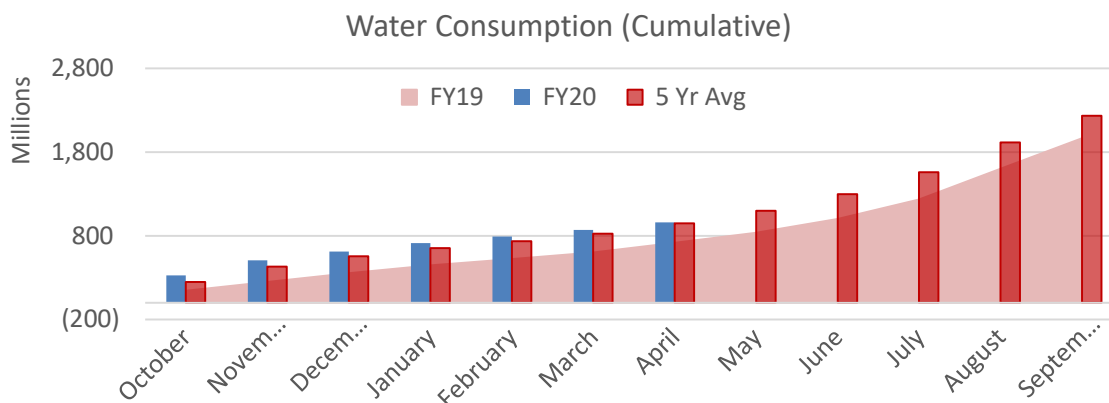
While our sales tax collections have far exceeded FY19 for the first half of this year, we will undoubtedly see a substantial reduction due to the pandemic's effect on our economy. Fortunately, we are happy to report that our collections from March (the first month the pandemic restrictions were put into place) were only down by 1.2% from the previous year. The collections from April, which we will receive next month, will be much more telling, however.

Monthly Financial Report - April 2020

Water/Sewer Utility Fund % of year Completed 58%
 % of Budget Spent 40%

	FY20 Budget	FY20 YTD	% of Budget	FY19 YTD	FY19% of Budget
Revenues	\$ 17,555,789	\$ 7,673,555	44%	\$ 6,704,984	41%
Expenditures	\$ 17,555,789	\$ 7,067,486	40%	\$ 6,499,492	40%
	\$ -	\$ 606,069		\$ 205,492	

Through the seventh month of the fiscal year, the Utility Fund has collected 44% of its budgeted revenue and spent 40% of its budgeted expenditures. Our surplus of \$600,000 has come down significantly from earlier on in FY20, although it still stands in contrast to FY19. Lower pass-through charges to the Trinity River Authority were helping to drive this surplus, but we've begun to see invoices reflecting their higher rates. Rain has also begun to play more of a role here, with the second quarter bringing wetter months than they were in the previous year. For the typical water consumption trajectory, please see the graph below.



Utility Operation Highlights

Avg Customer Count

FY20/FY19



0.7%

YTD Rainfall (Inches)

FY20/FY19

-11.24

Expenditures (FY20/FY19)

Personnel	+ \$90k	Contractual	+ \$440k	Supplies	+ \$52k
Capital	+ \$6k	Transfers	-\$20k	Total Exp	+ \$568k

Colleyville's rate structure enables the City to more easily manage years of low consumption, which is what we've seen through FY19. While FY20 is shaping up to be a higher consumption year, it should be noted that the majority of the City's rate is comprised of a direct pass-through to TRA for water costs. The goal of this fund is to break-even at the end of the year.

Monthly Financial Report - April 2020

% of year Completed 58%

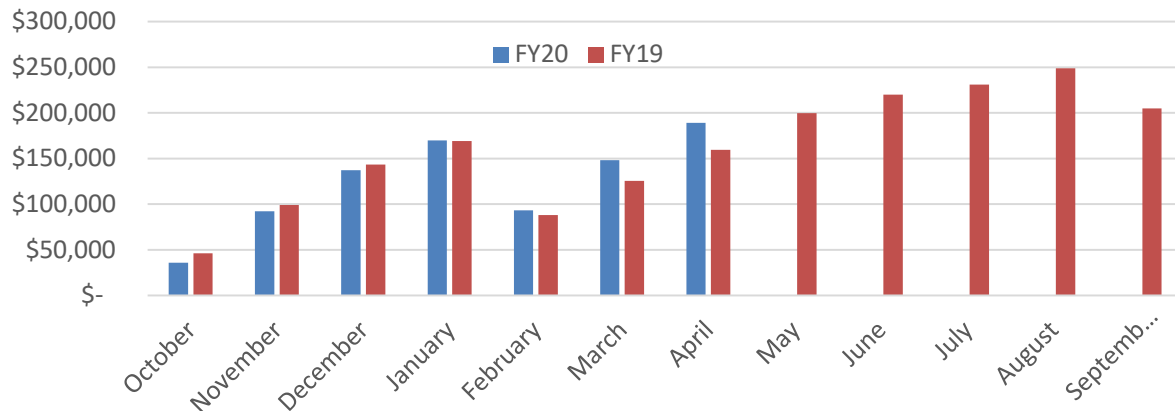
Drainage Utility Fund

% of Budget Spent 51%

	FY20 Budget	FY20 YTD	% of Budget	FY19 YTD	FY19% of Budget
Revenues	\$ 978,508	\$ 595,935	61%	\$ 606,272	62%
Expenditures	\$ 795,844	\$ 406,962	51%	\$ 440,536	57%
	\$ 182,664	\$ 188,973		\$ 165,736	

To date, the Drainage Utility Fund has received 61% of its budgeted revenue and spent 51% of its budgeted expenditures. This fund's cash flow is tracking as expected, with a decent surplus showing in the first quarter of the year. Drainage fee revenues tend to average at 1.5% higher than the previous fiscal year, although at this point we're seeing a little under half a percent growth for FY20.

FY20 vs. FY19 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY20/FY19 0.4%

FY20/5-Yr Avg 3.3%

Expenditures (FY20/FY19)

Personnel	- \$34k
Supplies	- \$13k
Debt Service	+ \$7k

Note: this fund's debt service is scheduled to be retired in fiscal year 2021.

Contractual	+ \$6k
Capital/Xfers	\$00k
Total Exp.	- \$34k

Monthly Financial Report - April 2020

Debt Service Fund % of year Completed 58%
 % of Budget Spent 82%

	FY20 Budget	FY20 YTD	% of Budget	FY19 YTD	FY19% of Budget
Revenues	\$ 1,356,398	\$ 1,492,769	110%	\$ 1,323,198	71%
Expenditures*	\$ 1,406,398	\$ 1,148,210	82%	\$ 1,754,789	94%
	\$ (50,000)	\$ 344,559		\$ (431,590)	

Similar to our General Fund's property tax collections, the Debt Service fund has received the majority of its revenue for the year. Cash flow for this fund is very predictable, as debt service payments occur twice annually. As of April's figures, the fund is running a surplus of \$344k. Costs added to the budget for this year include the lease of a new ambulance for Colleyville's emergency response. With Colleyville's current debt service schedule, all property tax bonded debt is on track to be paid off by FY27, with the remaining CEDC sales tax debt to be paid off by 2029.

*Please note that staff has planned to rely on \$50k of excess fund balance to pay for this year's costs.



For any questions or comments regarding this report, please contact:

Kyle Lester
 Finance Director
 City of Colleyville, TX
klester@colleyville.com
 817-503-1014



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8a

Agenda Date 5/19/2020

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

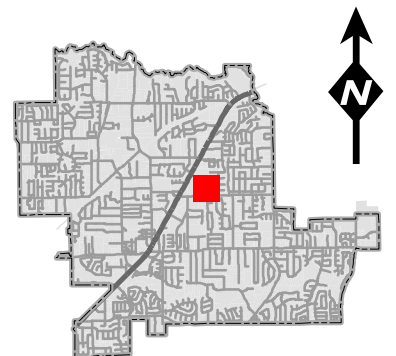
Aerial Map



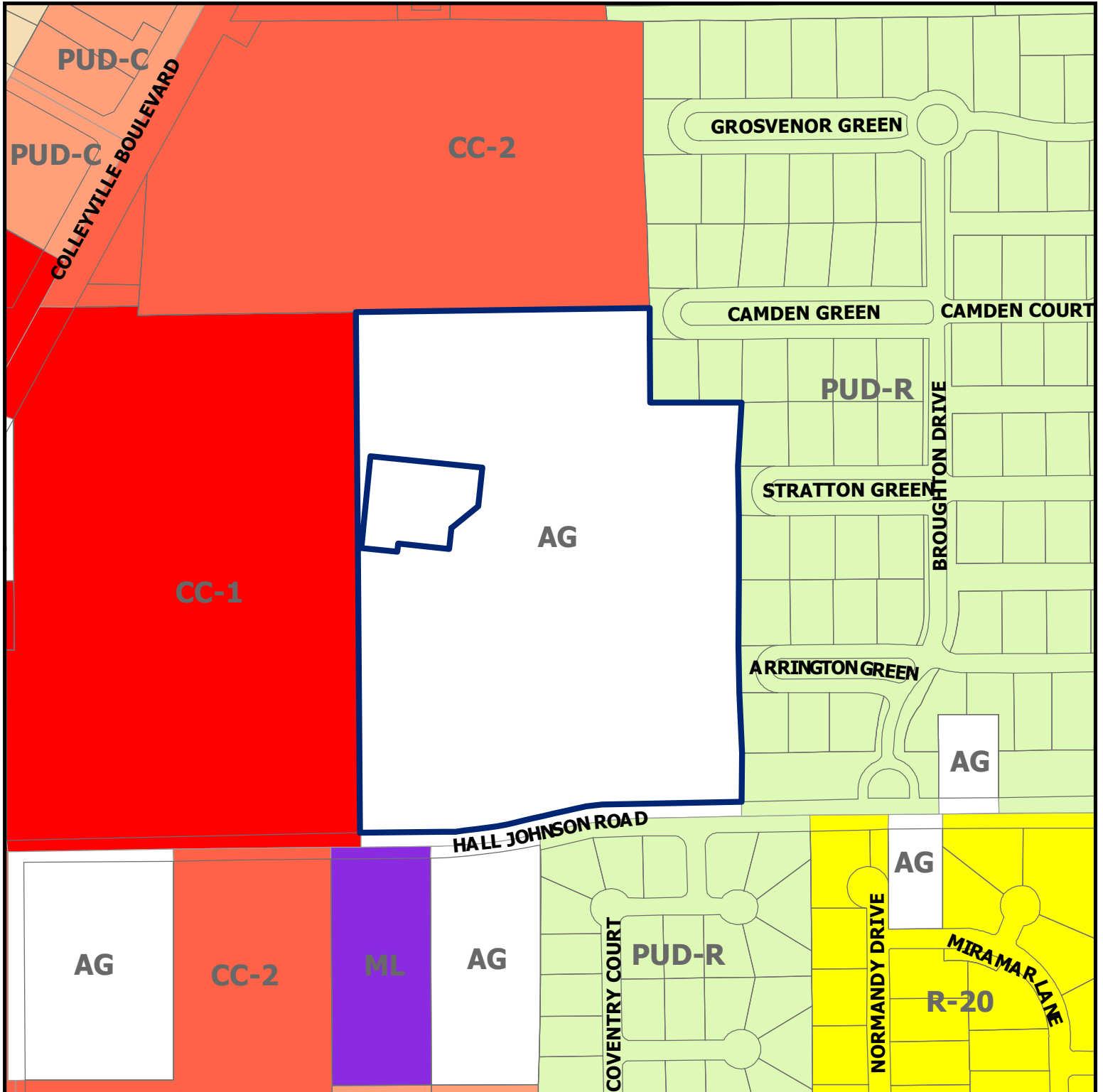
ZC20-001
5713 Colleyville Blvd

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 Subject Property



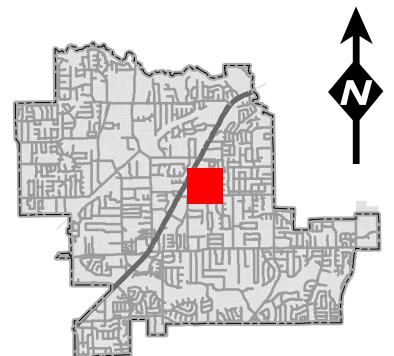
Zoning Map



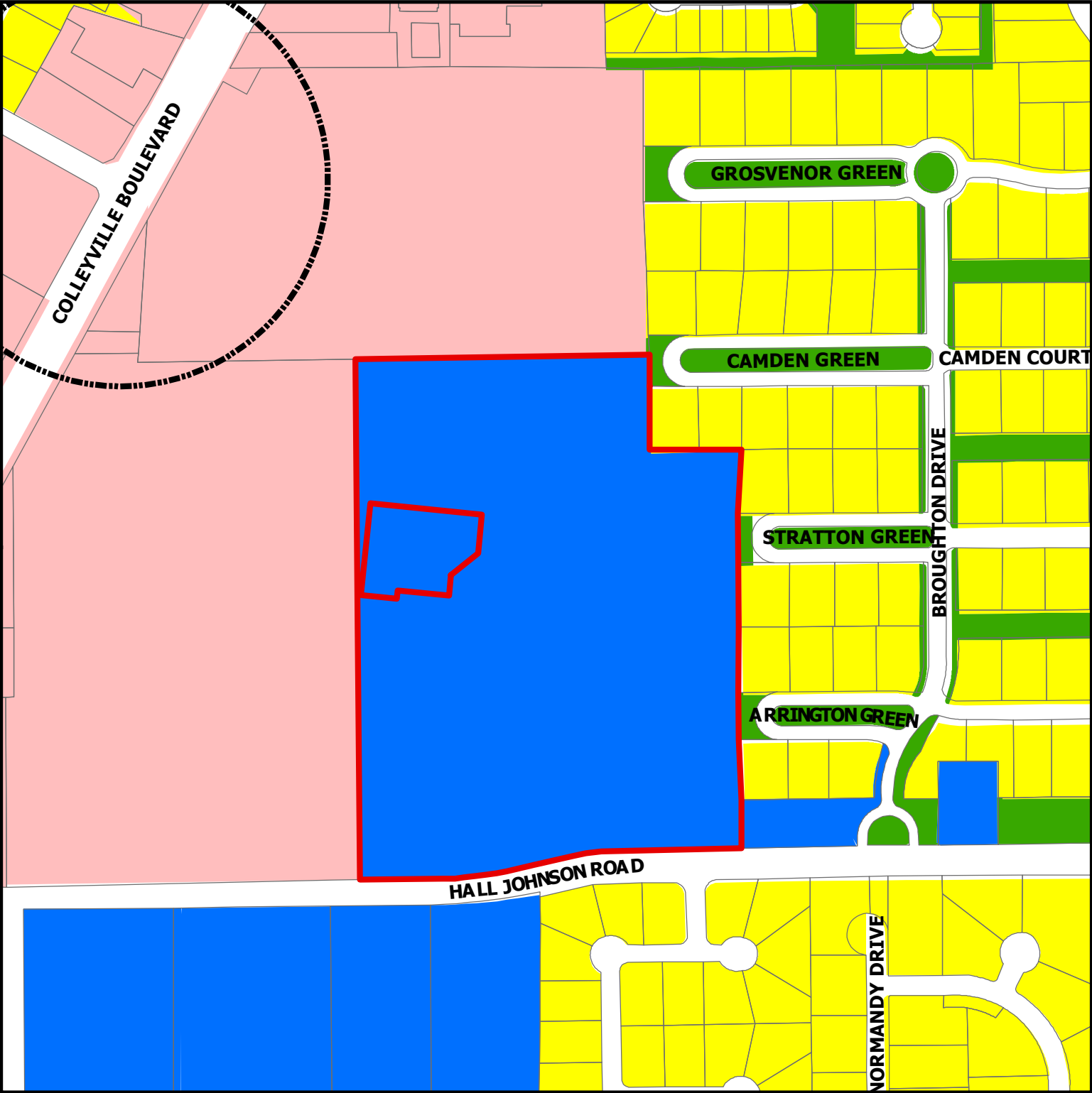
ZC20-001
5713 Colleyville Blvd

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 Subject Property



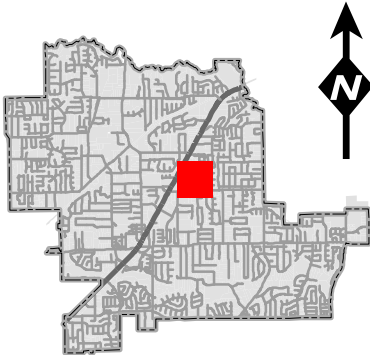
Future Land Use Map



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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



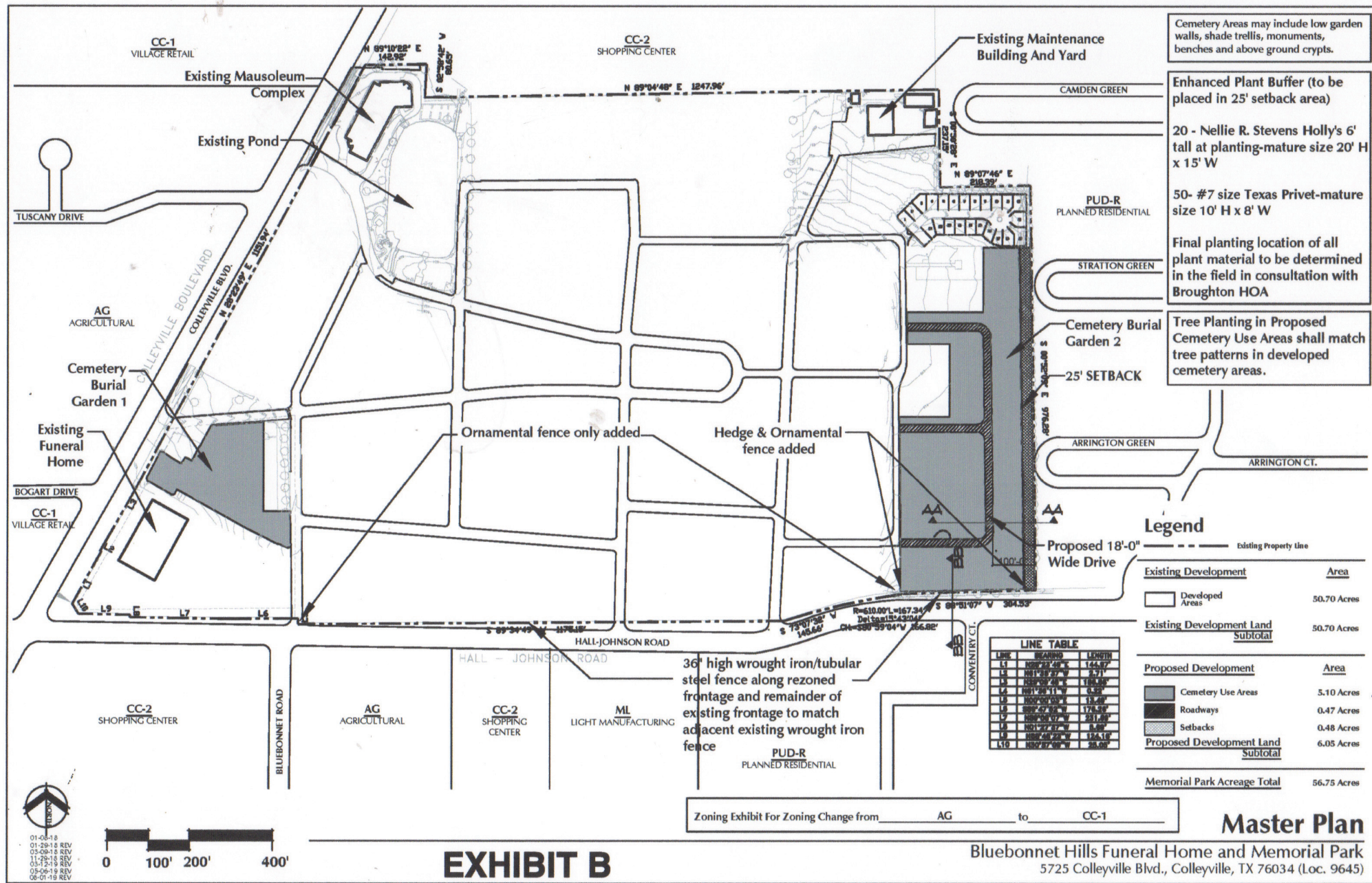
Zoning Exhibit



Zoning Exhibit



Site Plan



Landscape Plan

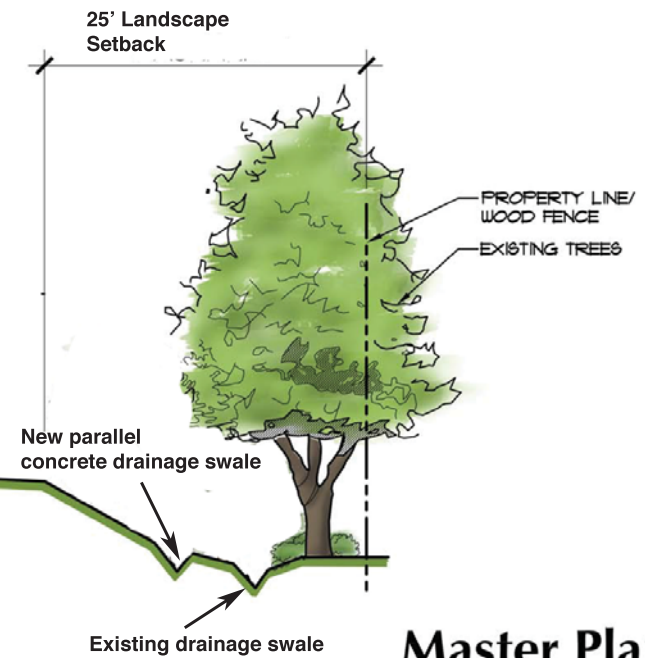
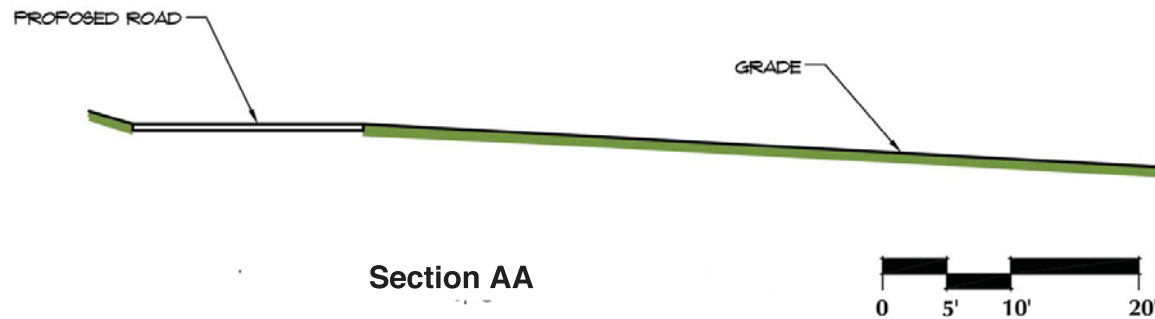
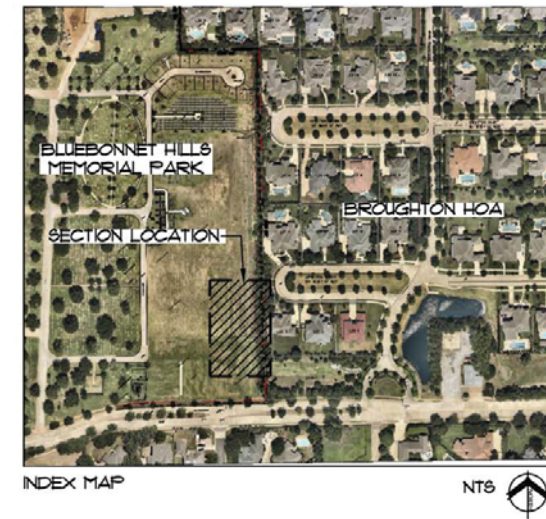
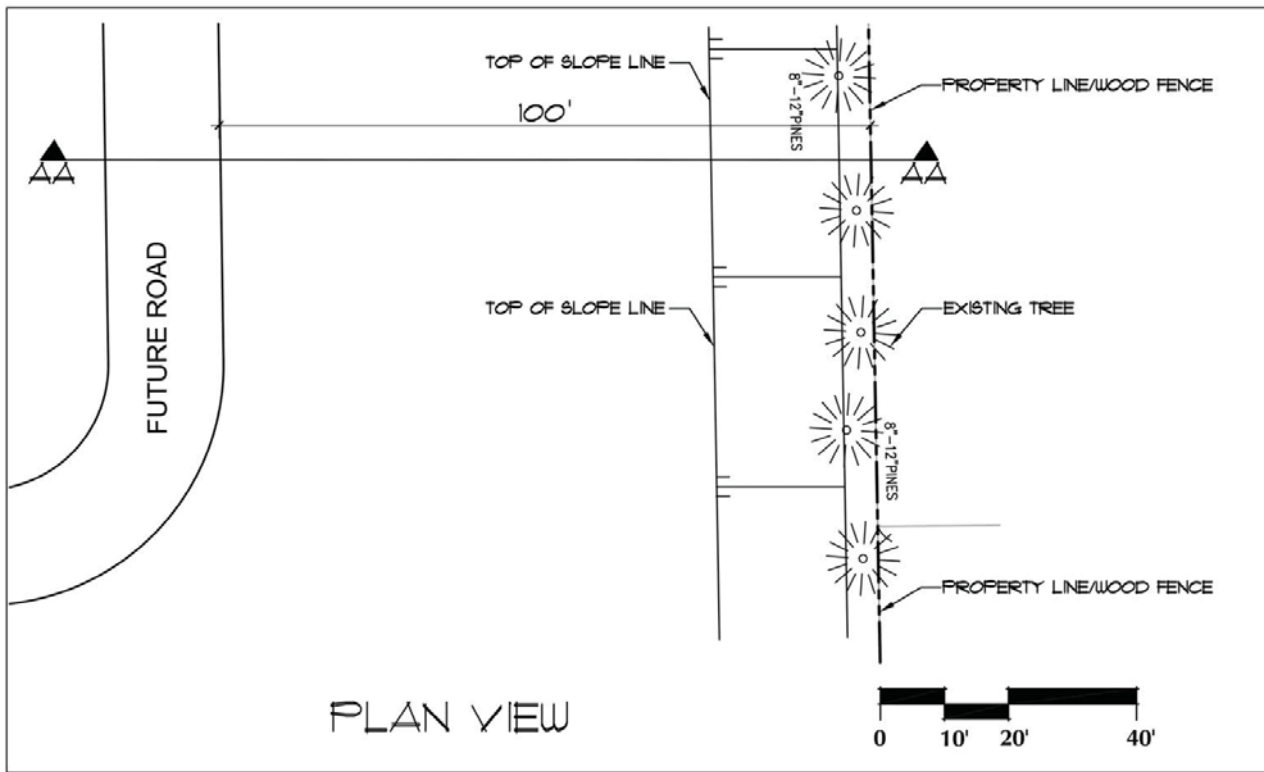


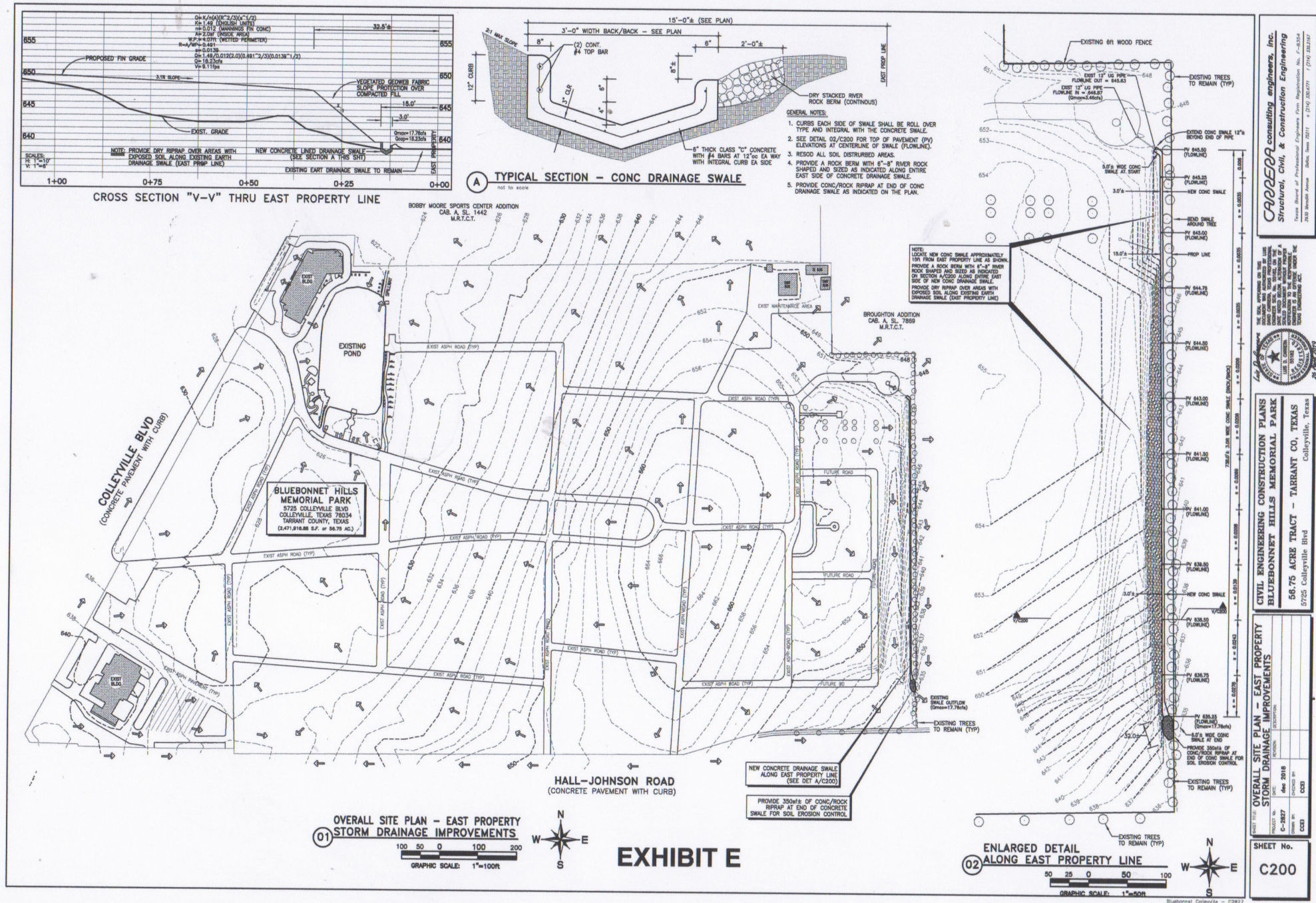
EXHIBIT G

Master Plan

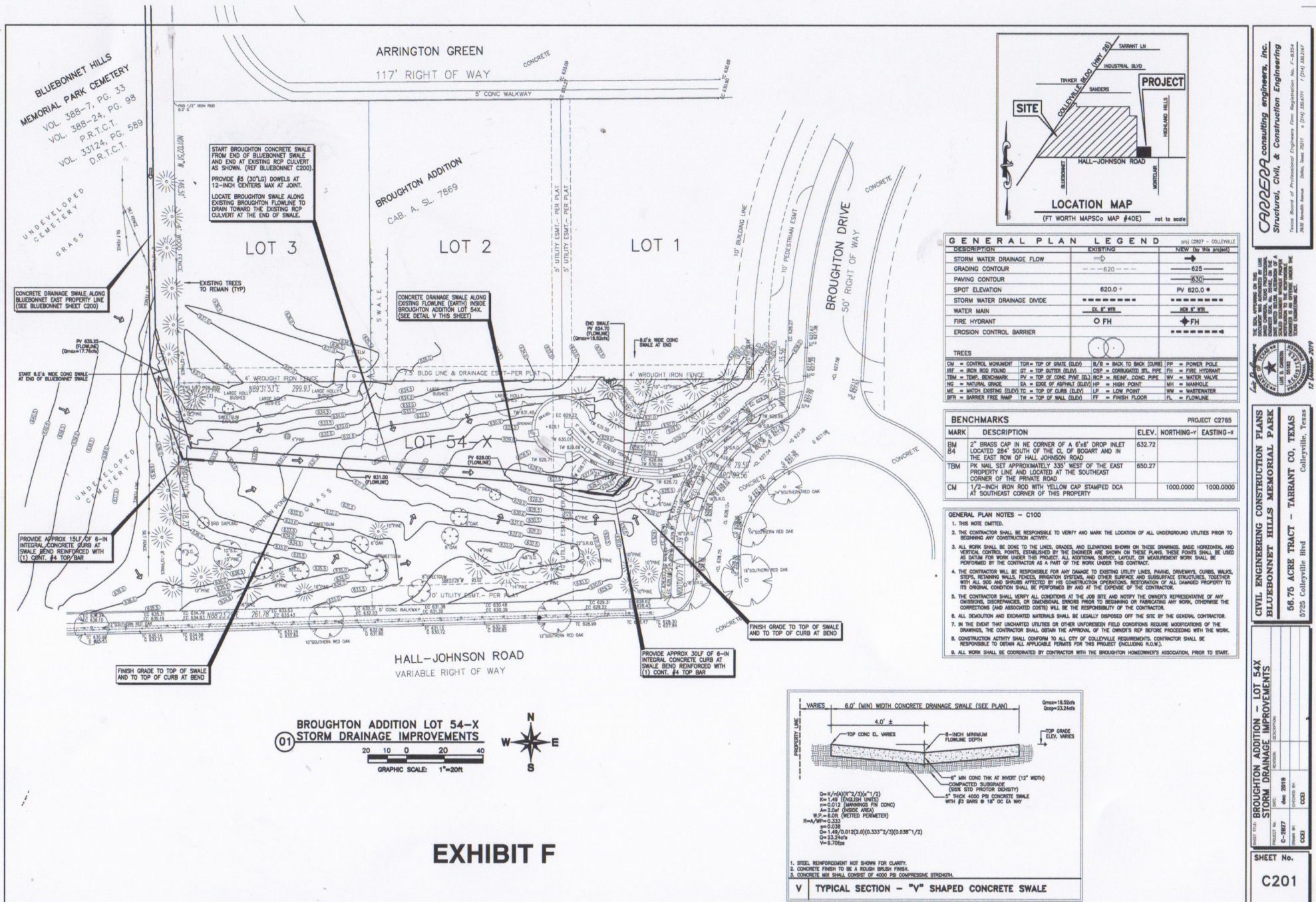
Bluebonnet Hills Funeral Home and Memorial Park
5725 Colleyville Blvd., Colleyville, TX 76034 (Loc. 9645)

11/27/18

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

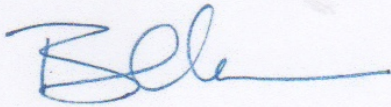
Broughton

Maintenance Association, Inc. (BMA)

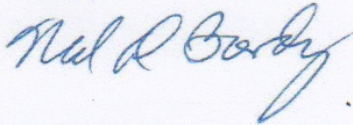
Signed,

The Broughton Maintenance Association, Inc. Board of Directors

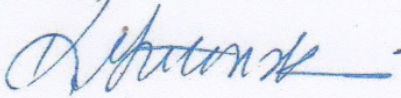
Bryan Hoeller, Board Member



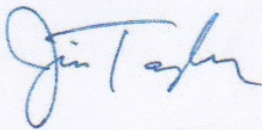
Neal Bondy, Board Member



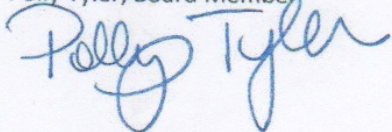
Kerri Gutowski, Board Member



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

Caery 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:

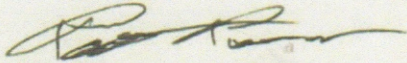
We agree to plant a solid three-foot high shrub row along Hall Johnson frontage adjacent to our rezoning request, see attached site plan and additional exhibits. The shrubs will be planted within three months from the passage of our rezoning request or during optimum planting season, whichever is less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

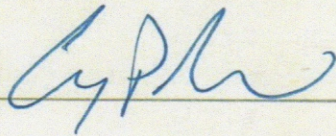
Respectfully:



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

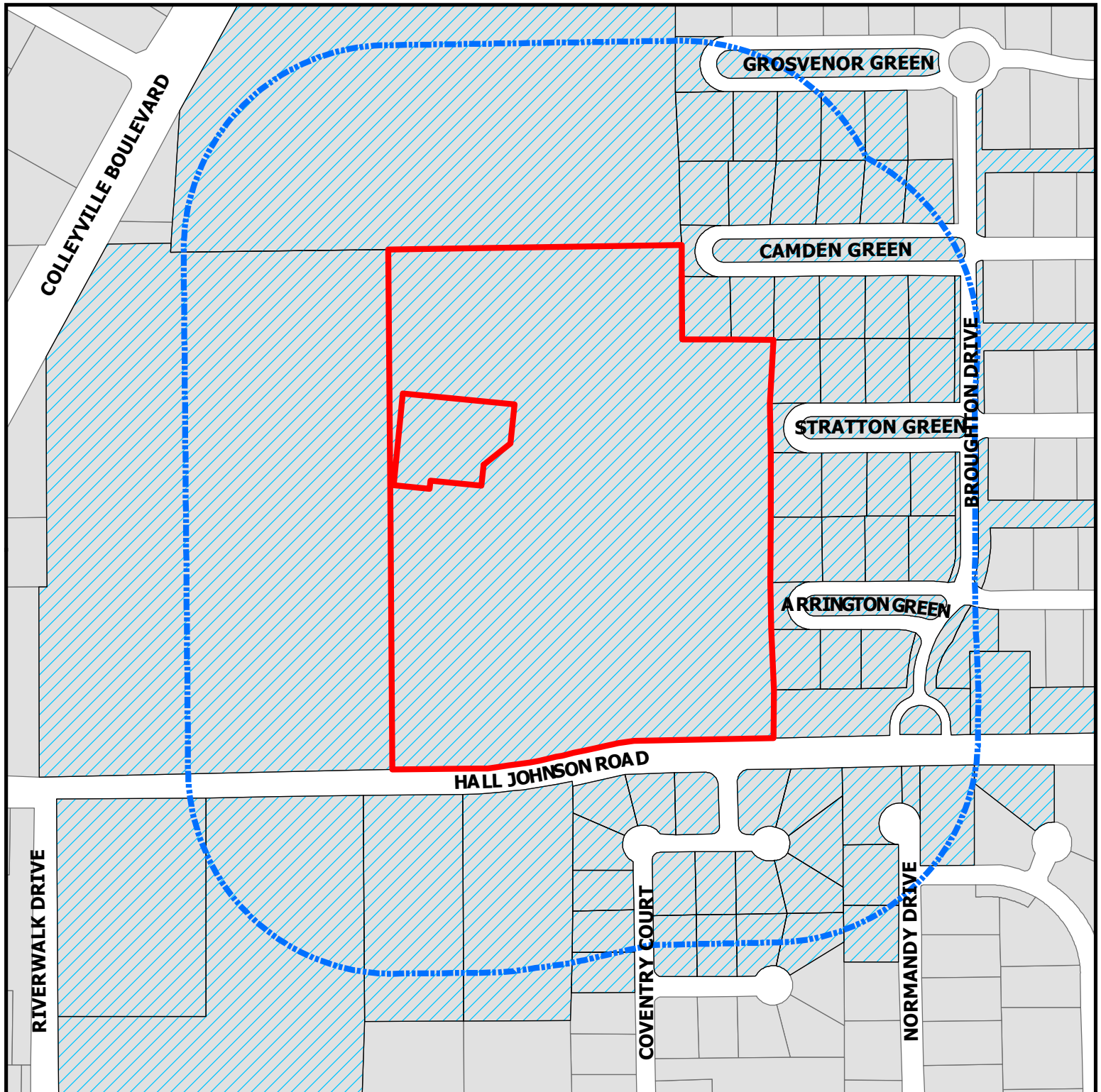
Stone Crest Estates Homeowners Association:

Signature

Date: _____

Print name and title

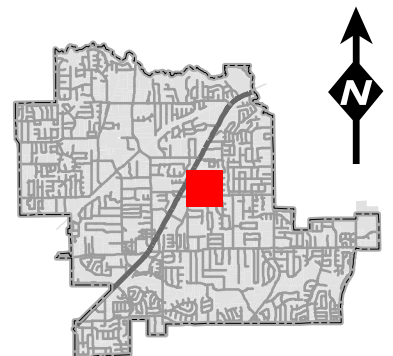
Notification Map



ZC20-001
5713 Colleyville Blvd

DISCLAIMER:
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, SHELLEY	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

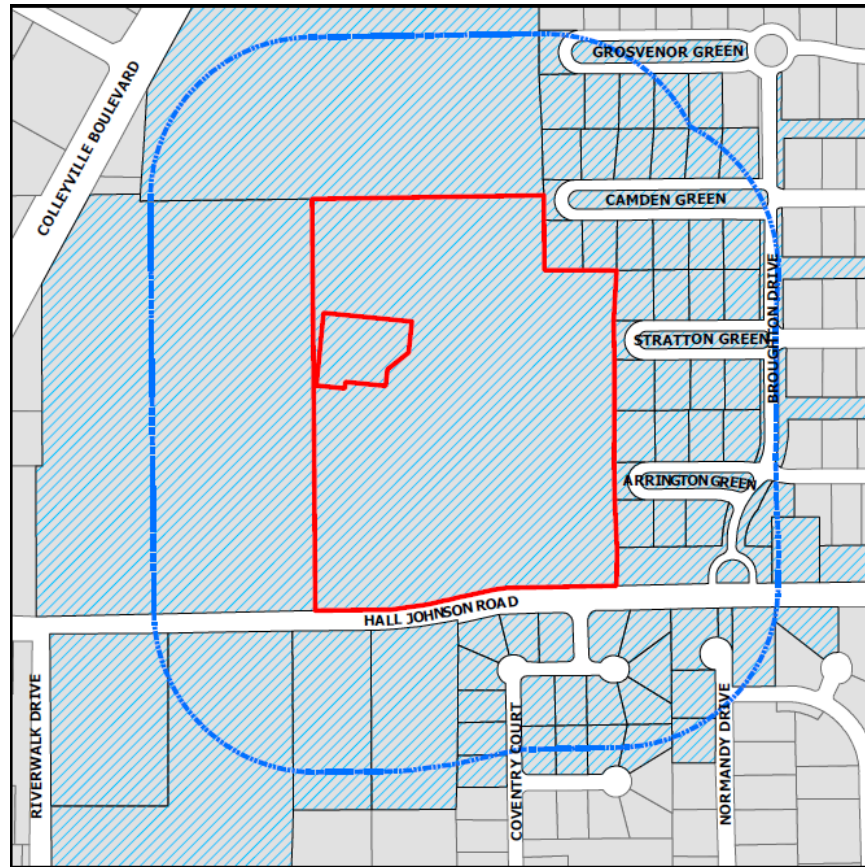
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

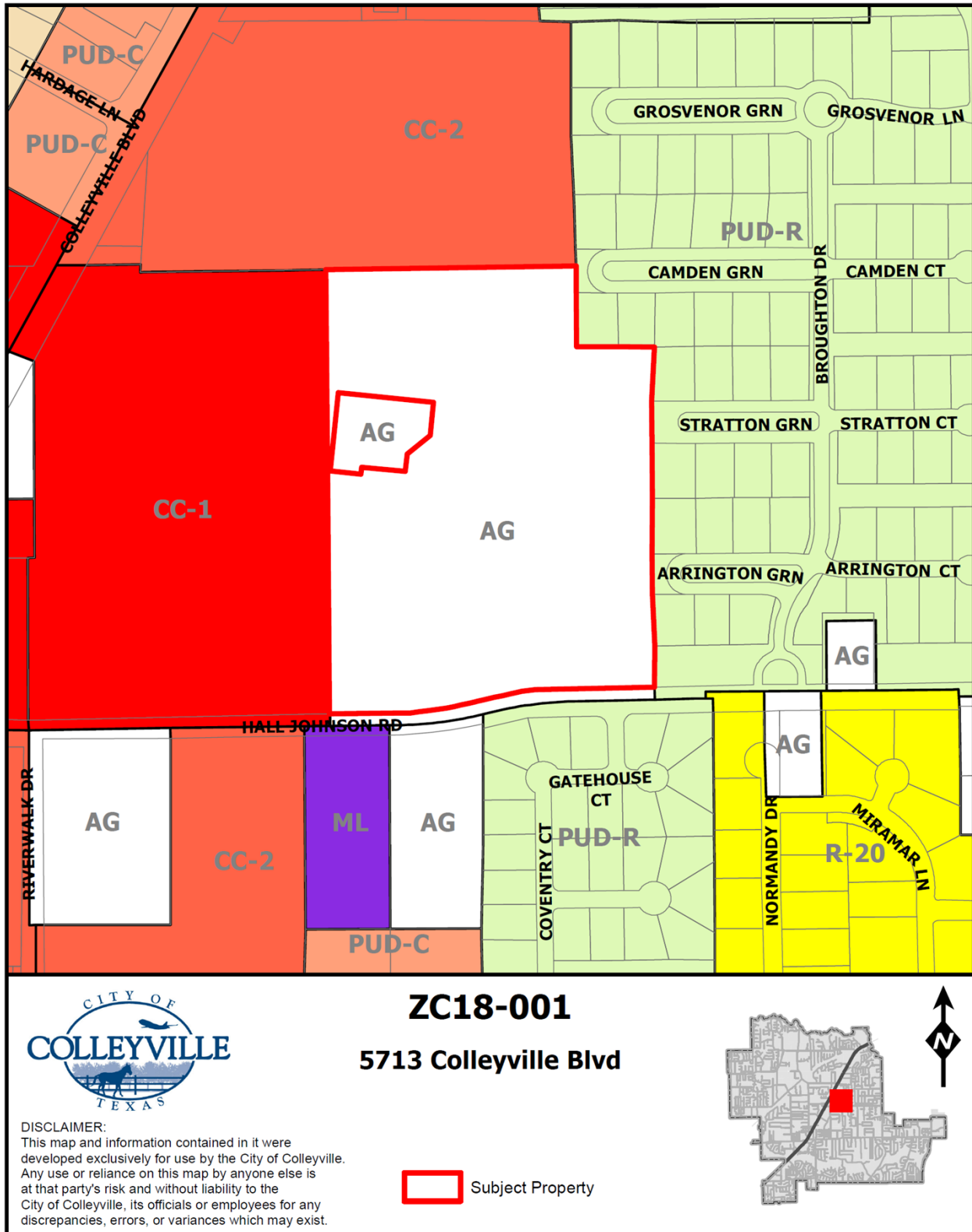


Exhibit "B" – Statement of Planning Objectives

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 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.

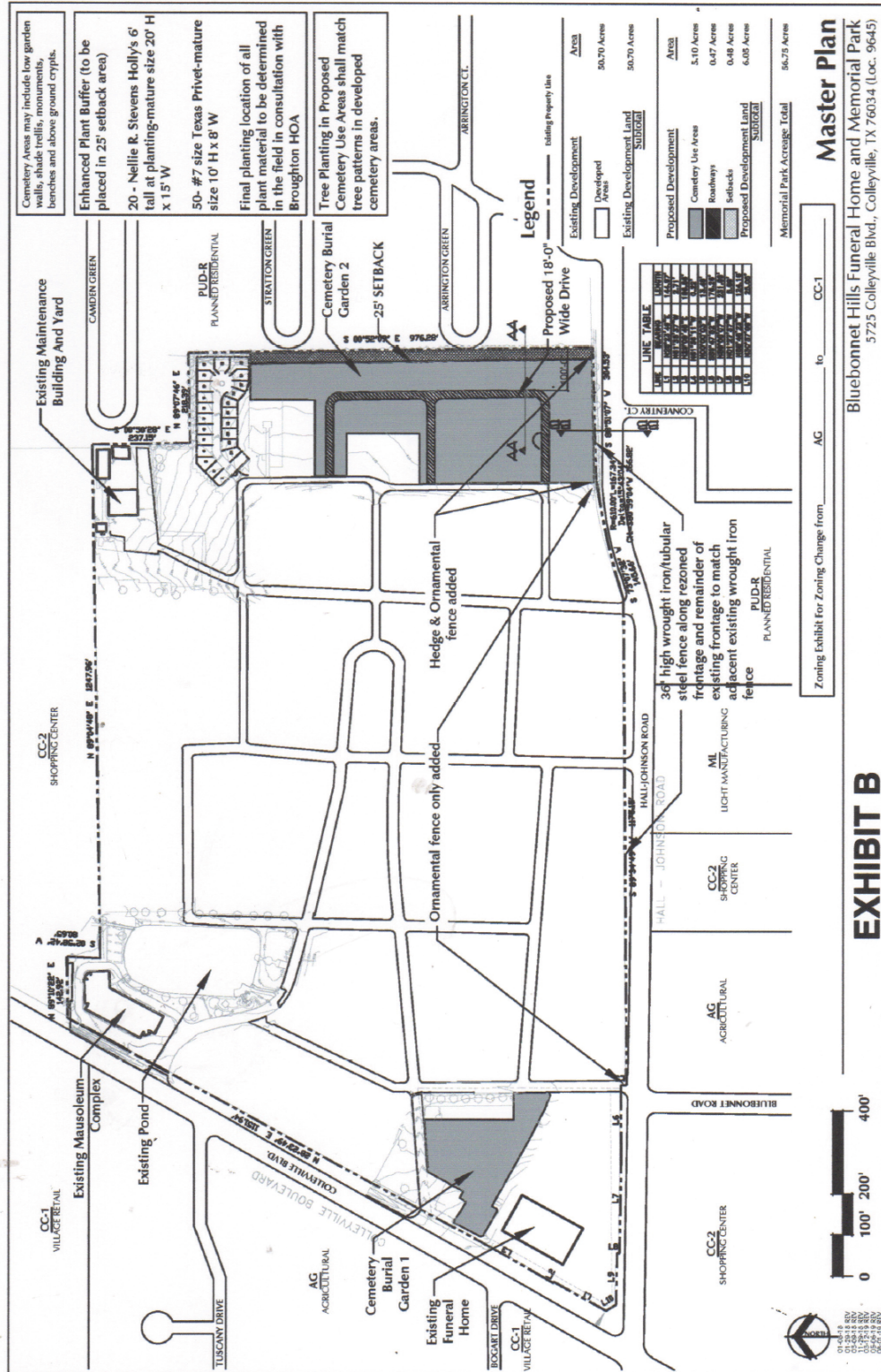
12) Bluebonnet Hills will plant a solid 3-foot high shrub row along Hall Johnson as shown on Exhibits B and H. The shrubs will be planted within three months from the passage of the rezoning ordinance or during optimum planting season, whichever is less time. The shrubs will be maintained at a height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





City of Colleyville City Council Agenda Briefing

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

Agenda Number 8b

Agenda Date 5/19/2020

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.

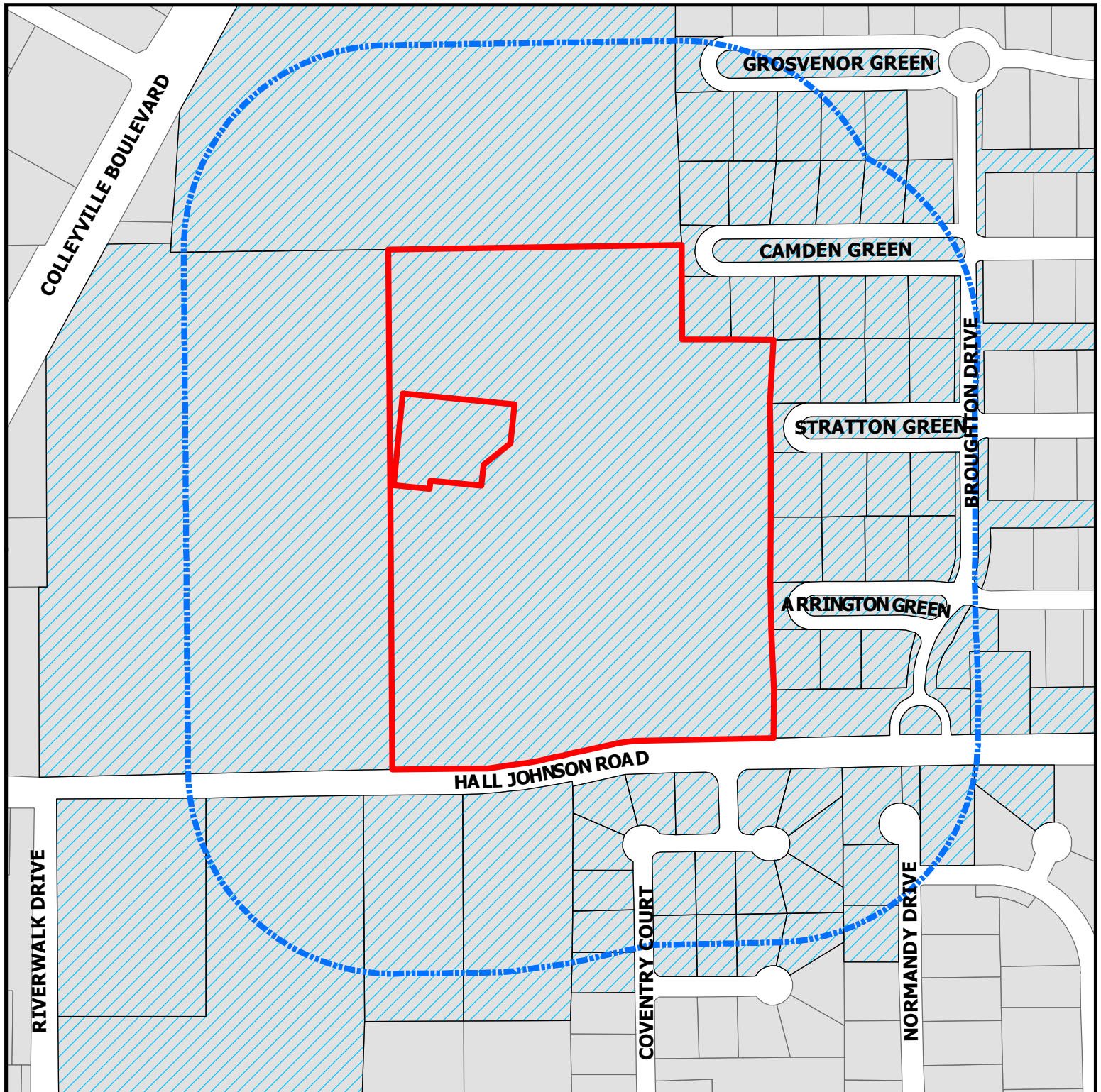
Recommendation

Approve

Attachments

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

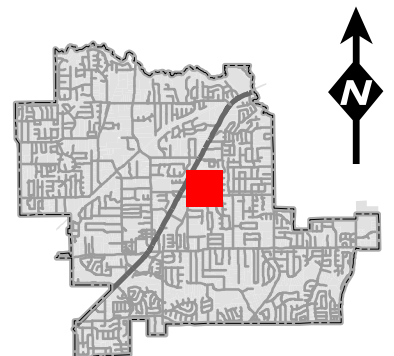
Notification Map



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

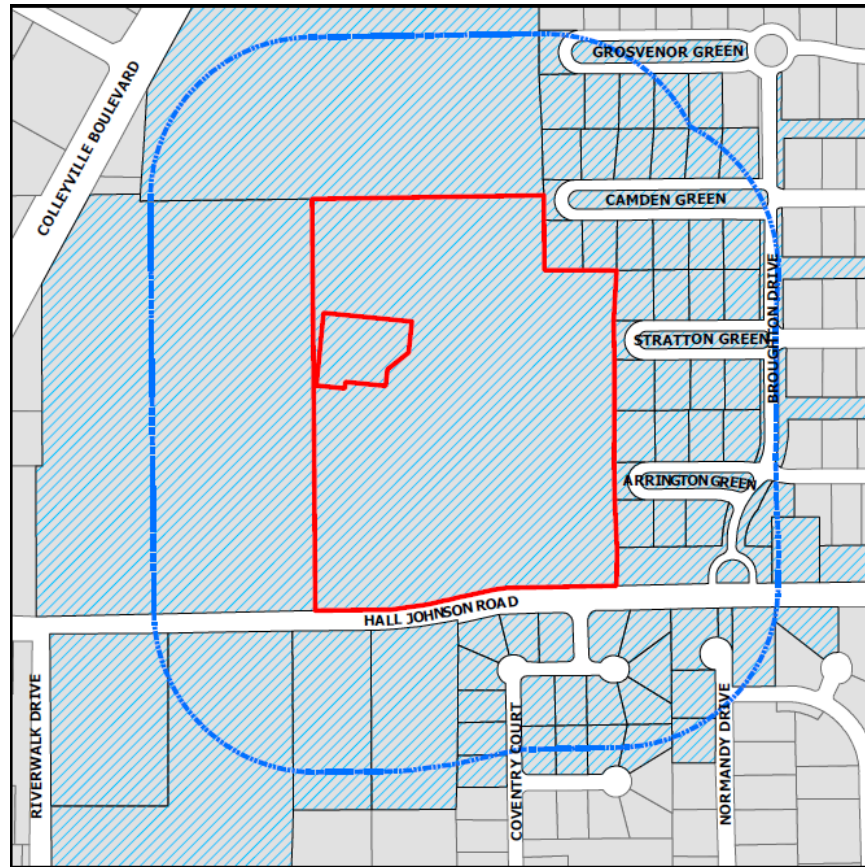
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

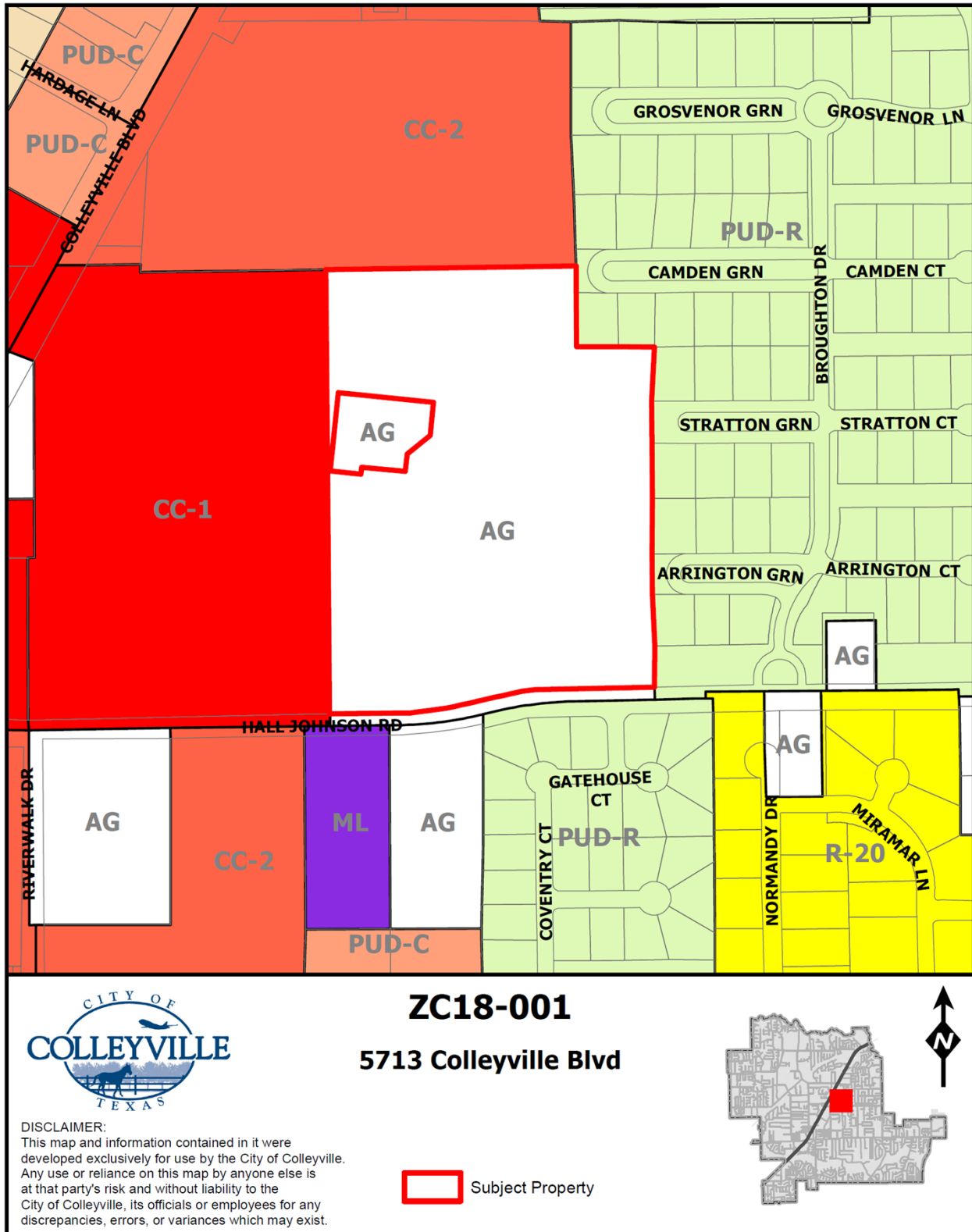


Exhibit "B" – Statement of Planning Objectives

Statement of Planning Objectives

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

This 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.

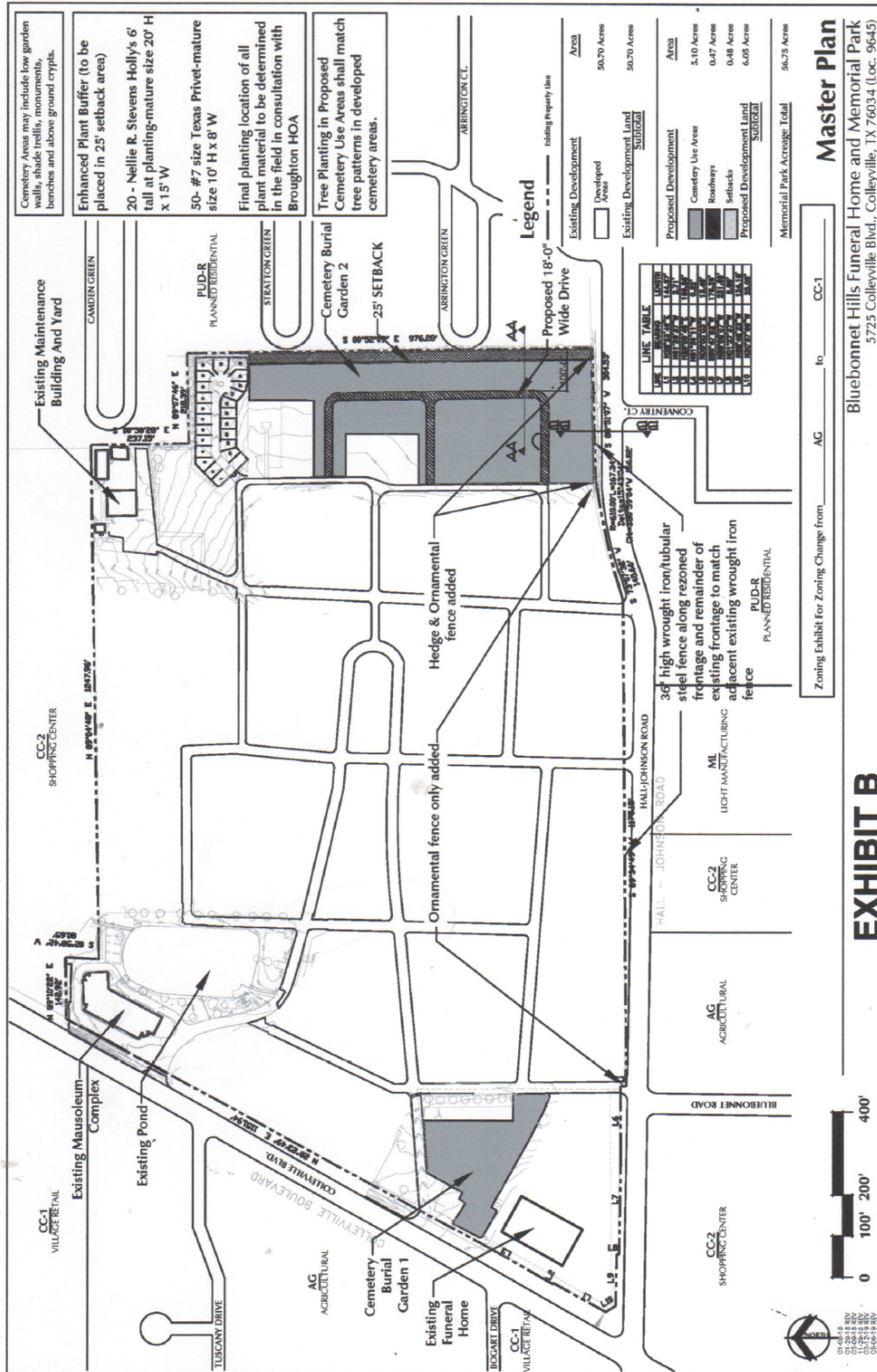
12) Bluebonnet Hills will plant a solid 3-foot high shrub row along Hall Johnson as shown on Exhibits B and H. The shrubs will be planted within three months from the passage of the rezoning ordinance or during optimum planting season, whichever is less time. The shrubs will be maintained at a height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

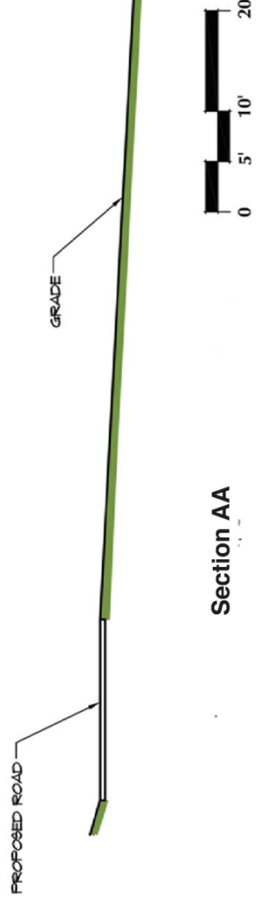
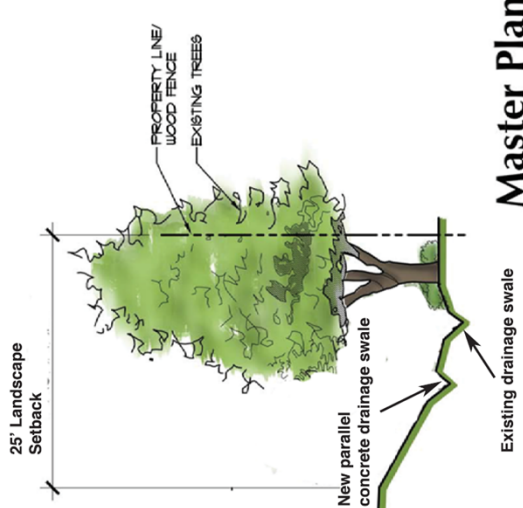
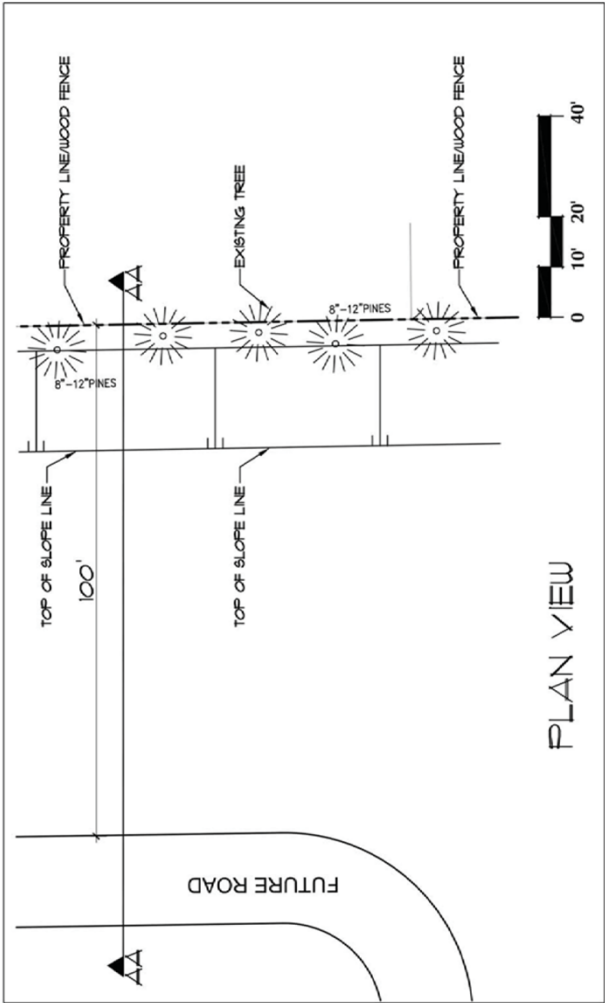
13) Bluebonnet Hills will plant evergreen trees as grave sites are developed consistent with the current tree coverage. All trees and plants will be irrigated and will be replaced on a timely basis if they should die.

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.

Exhibit "C" – Zoning Exhibit

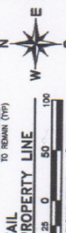




Master Plan

EXHIBIT G

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



ENLARGED DETAIL
ALONG EAST P

EXHIBIT E

GRAPHIC S

100 50 0



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 8c

Agenda Date 5/19/2020

Number Ordinance O-20-2113

Type Ordinance

Department Community Development

Title

WITHDRAWN BY APPLICANT - 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 May 5, 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.

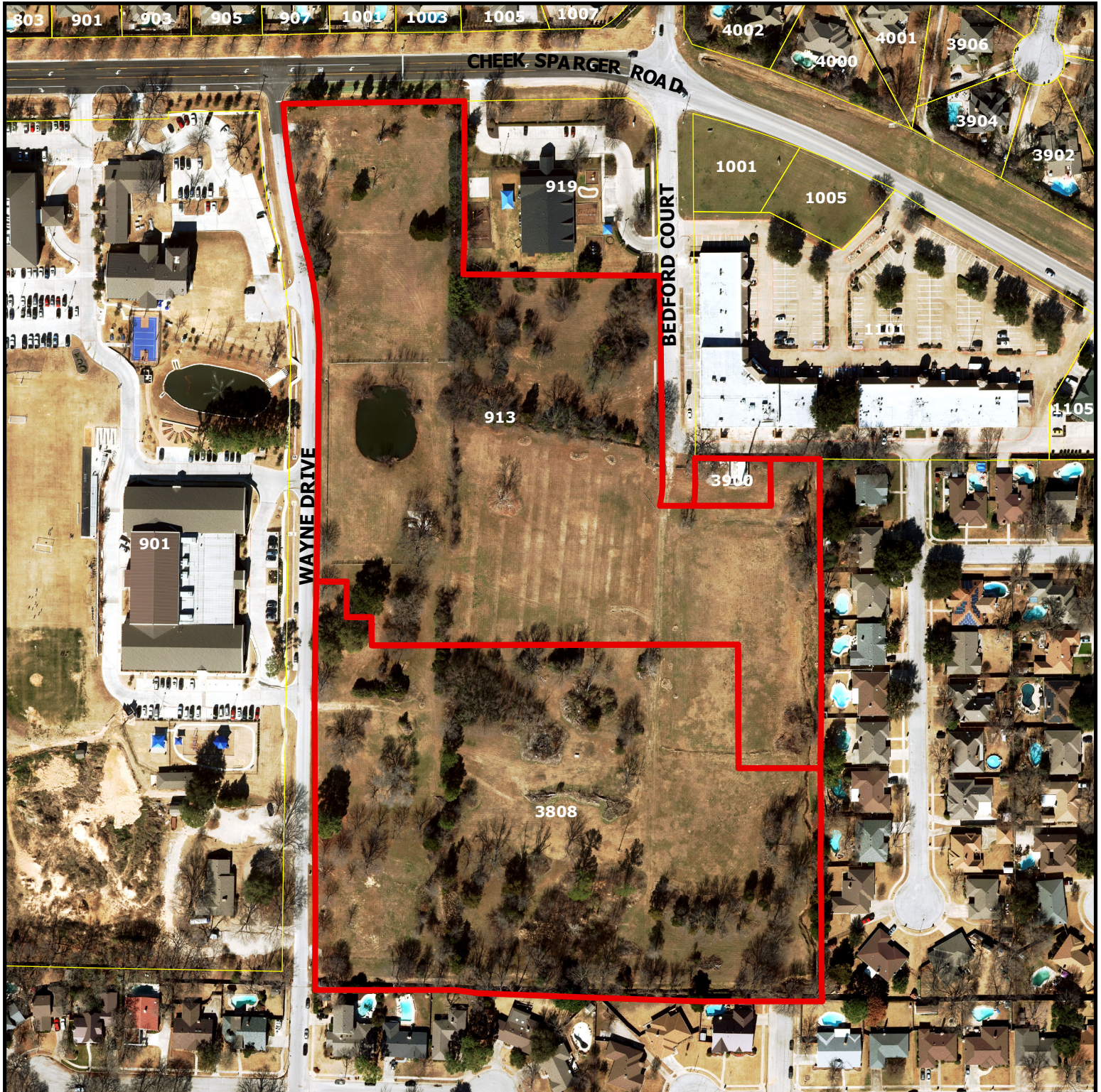
Recommendation

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

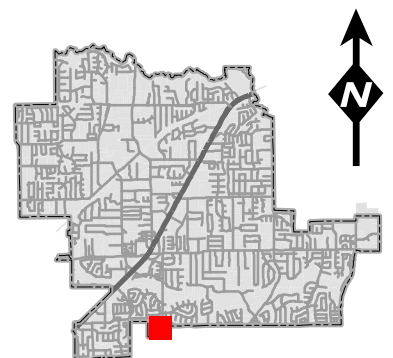
**913 Cheek Sparger Rd,
3808 Wayne Dr, and 3900 Bedford Ct**

DISCLAIMER:

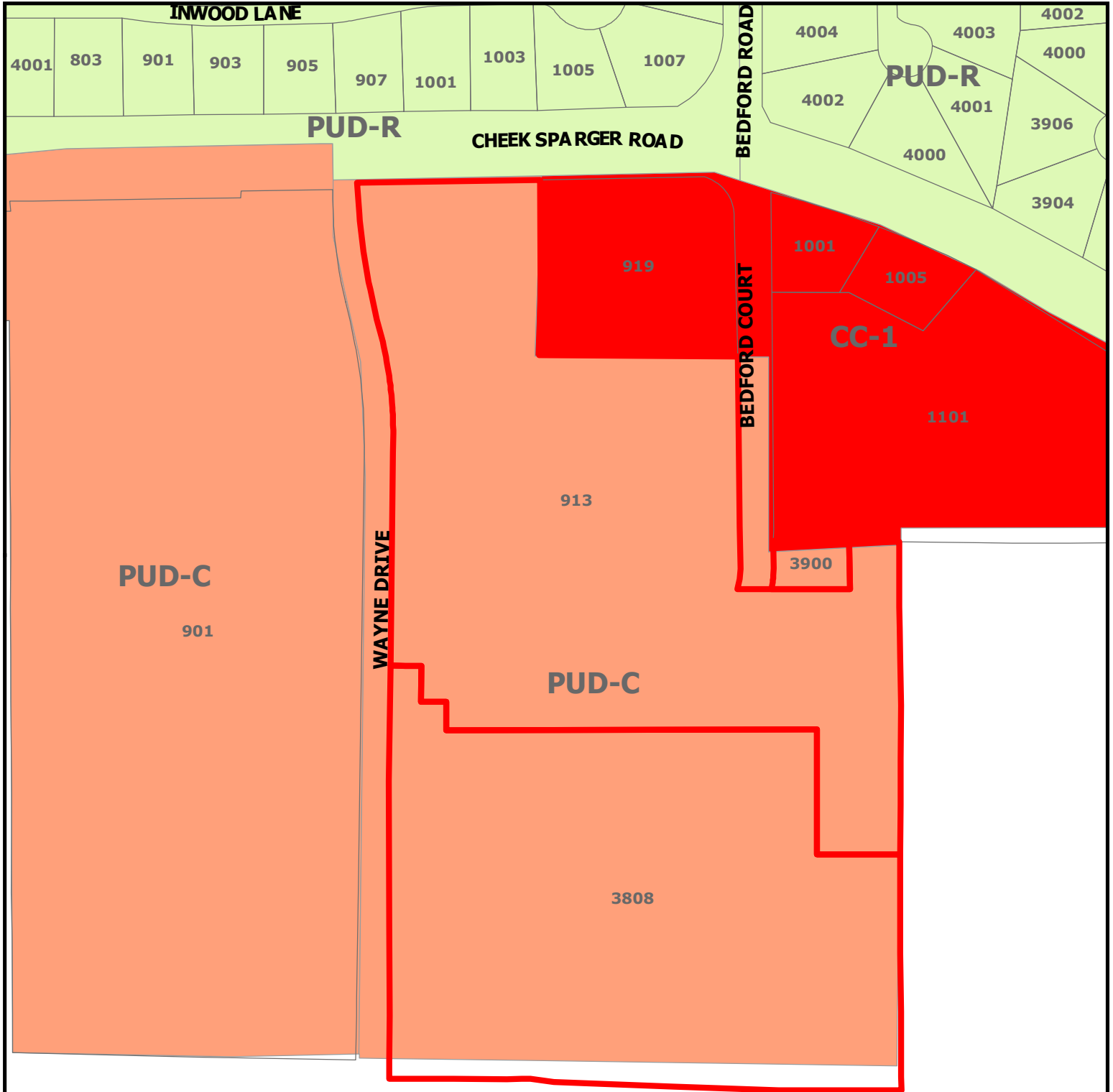
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Subject Property



Zoning Map



ZC19-009

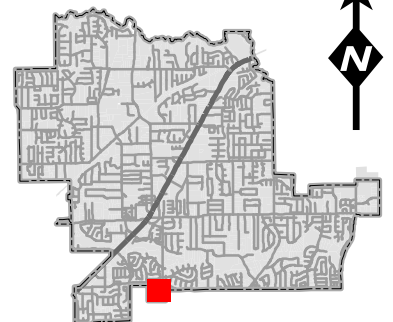
**913 Cheek Sparger Rd,
3808 Wayne Dr, and 3900 Bedford Ct**

DISCLAIMER:

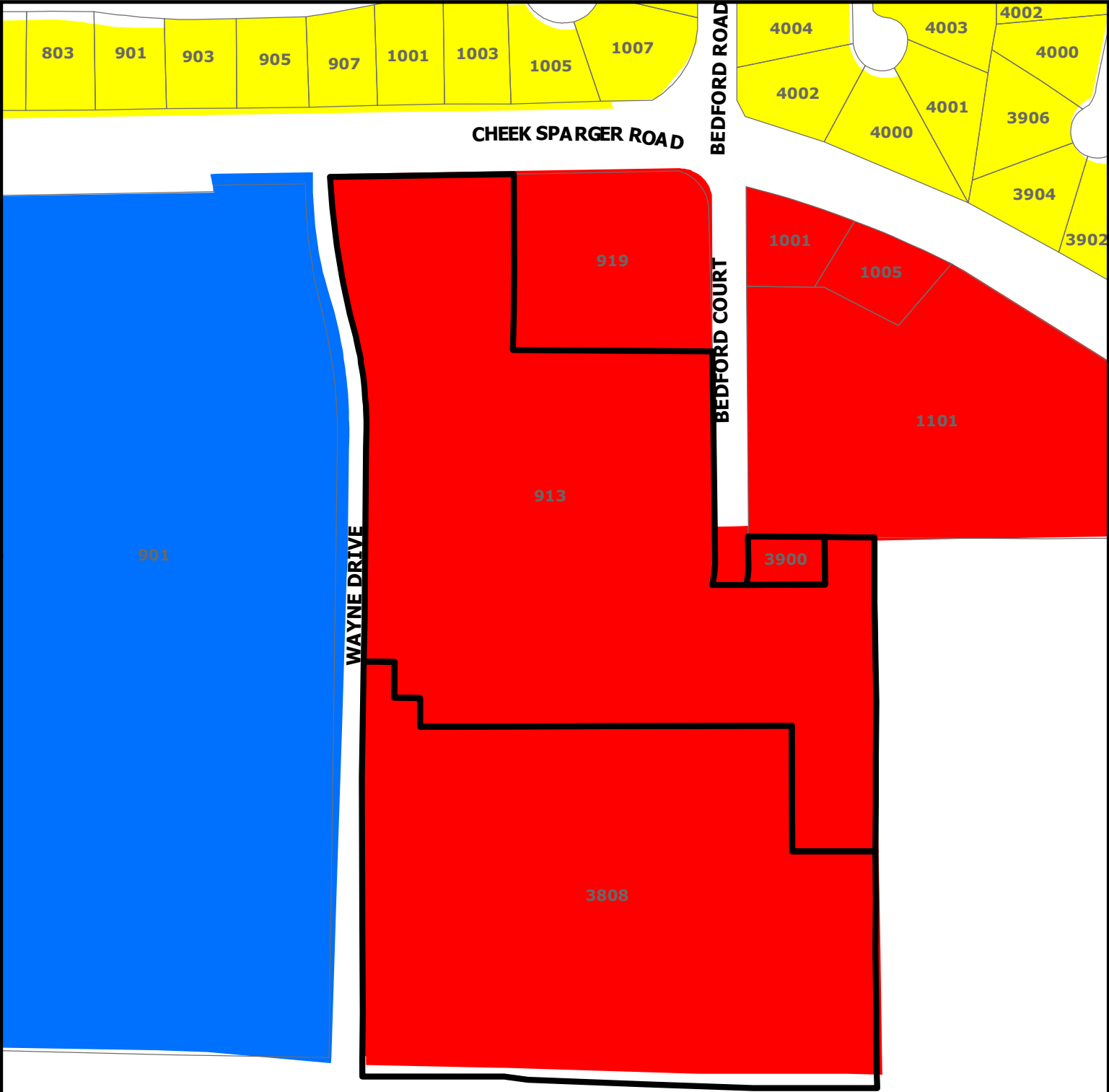
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Subject Property



Future Land Use Map



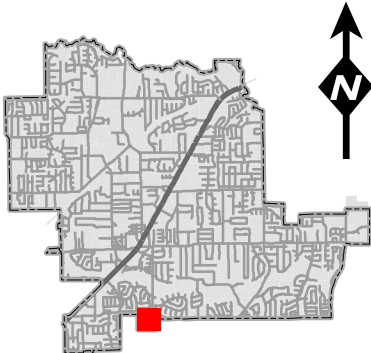
ZC19-009

**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

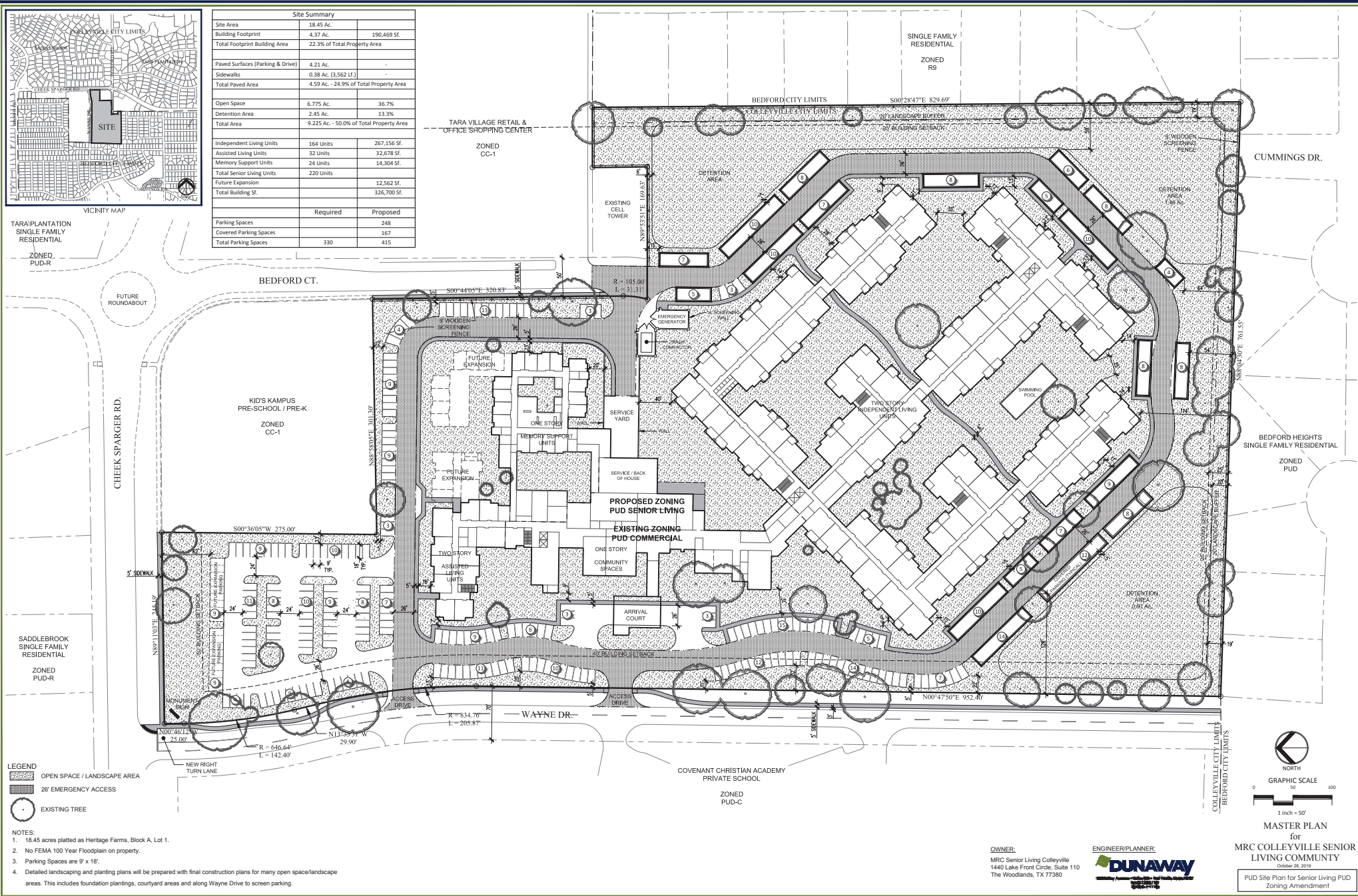
The Colleyville Senior Living Community will provide a master planned, life care retirement community with three levels of service: independent living (IL), assisted living (AL), and memory support (MS).

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

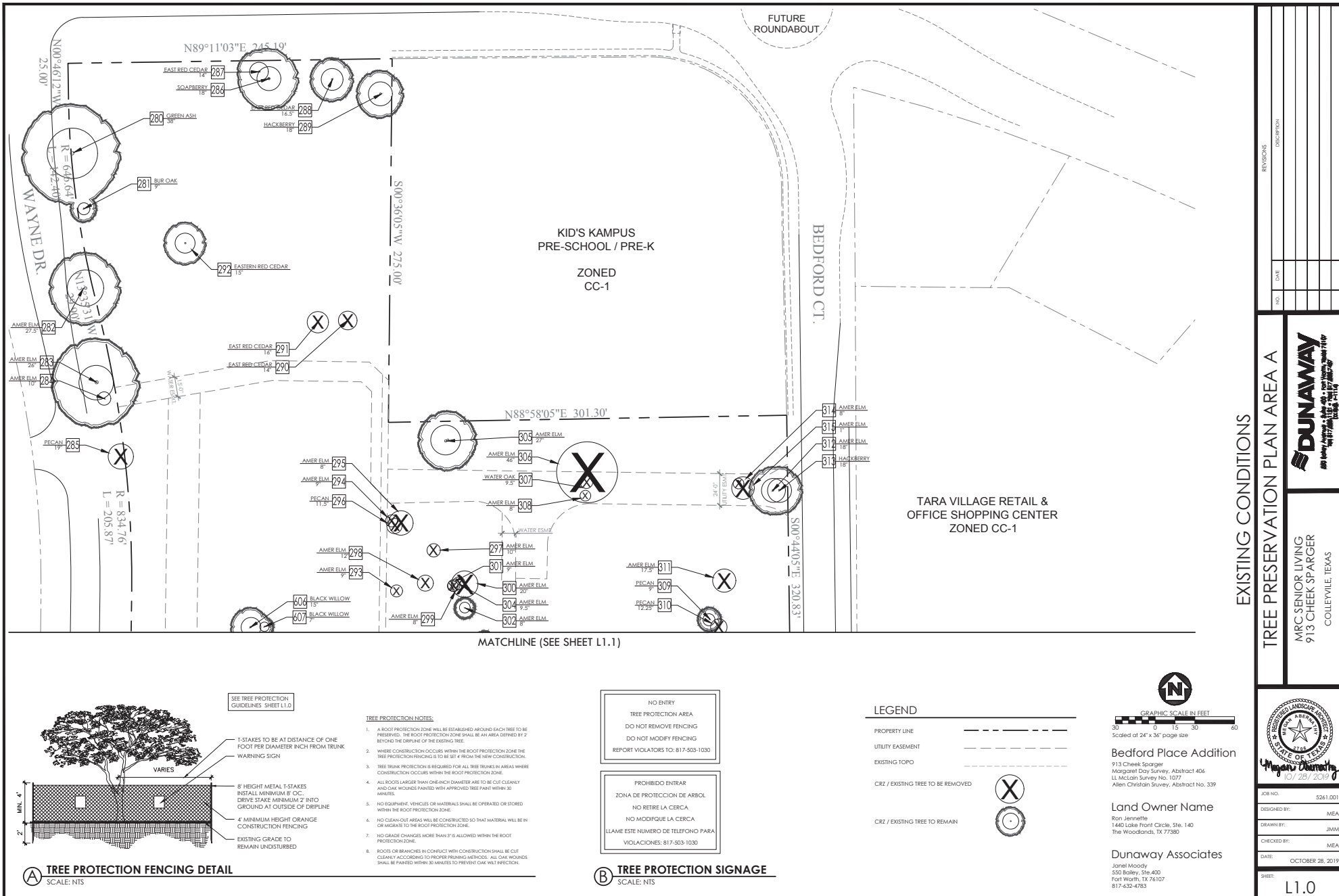


Site Aerial

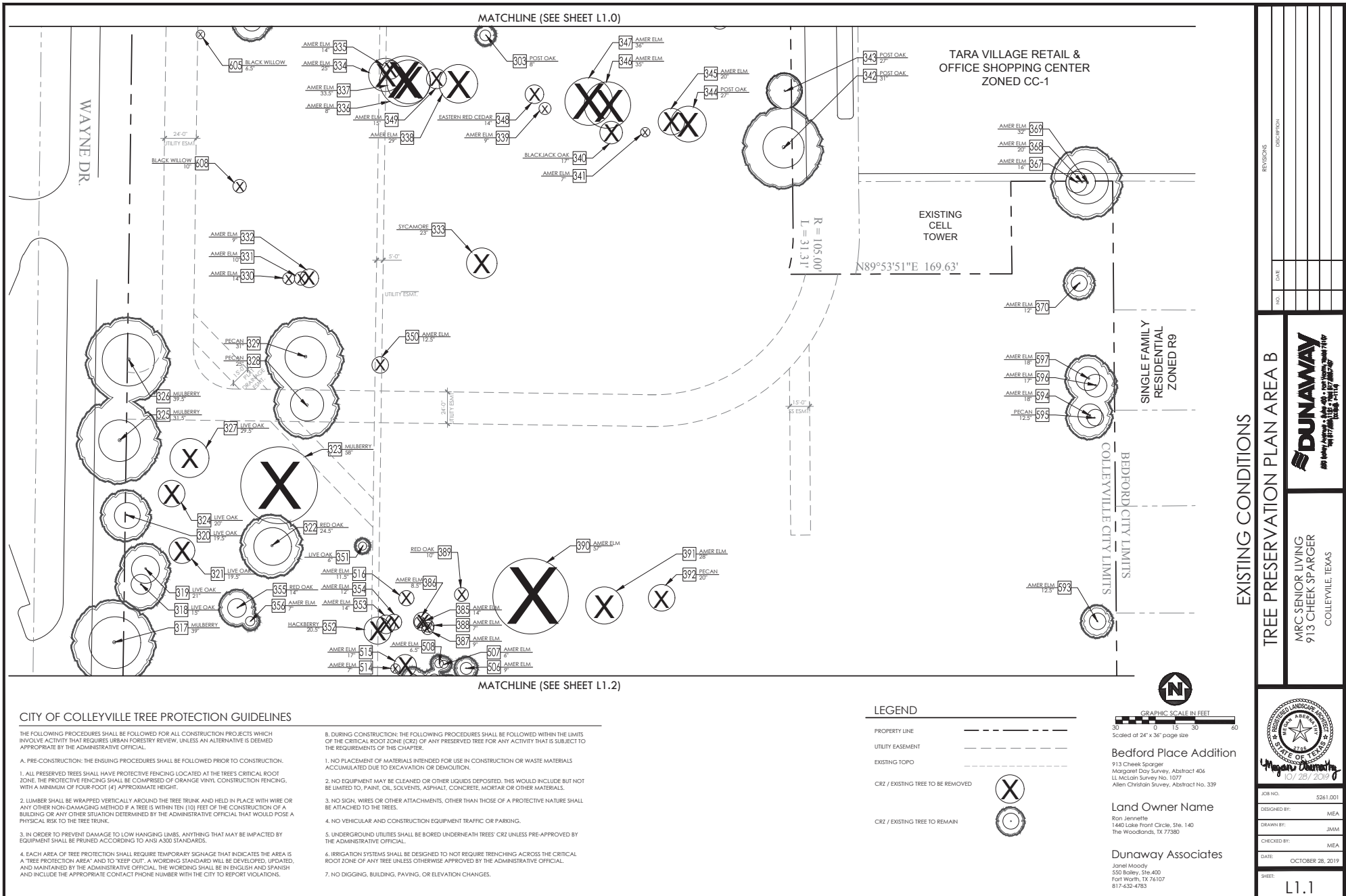
18.45 Gross Acres



Tree Preservation Plan



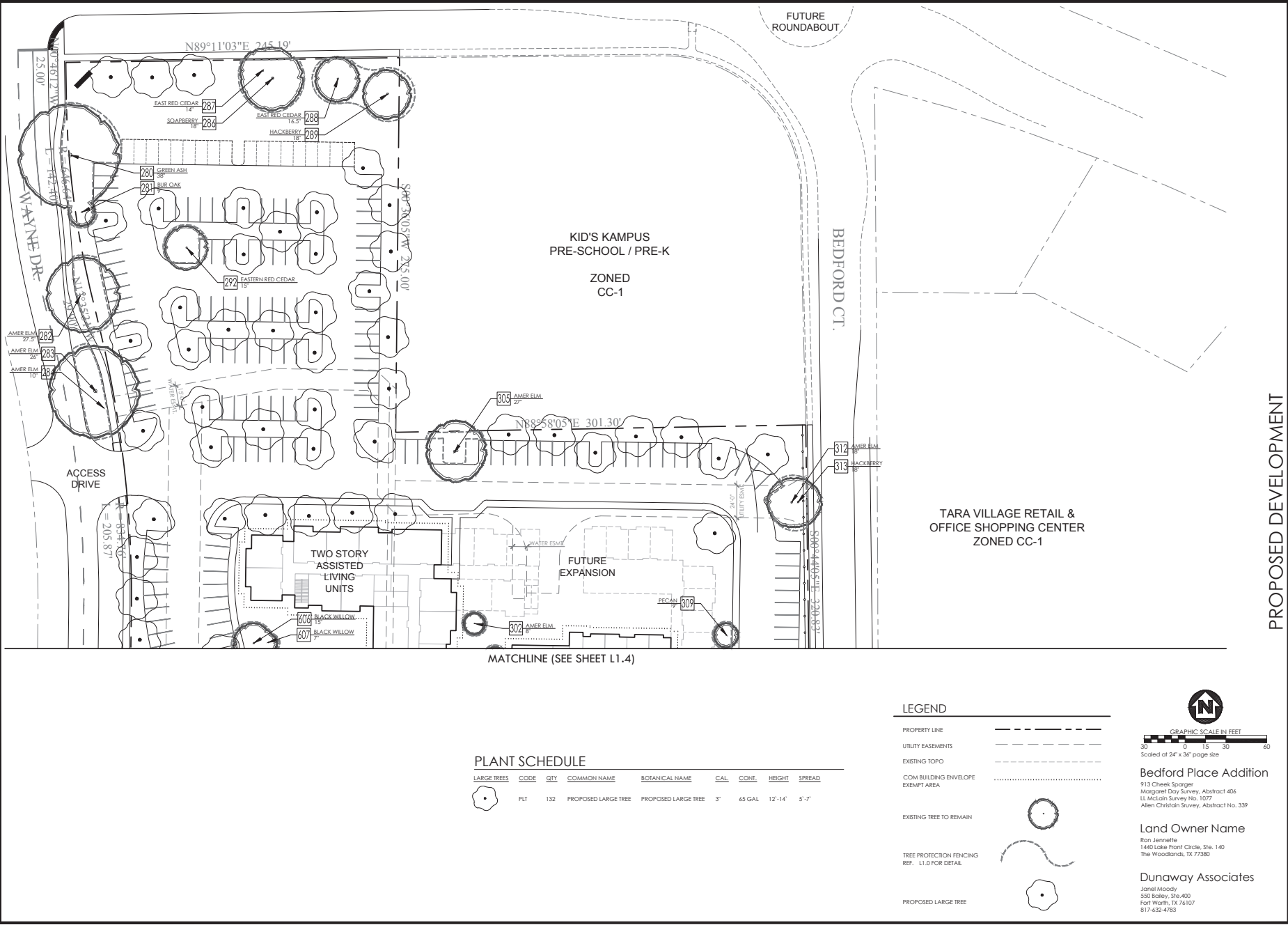
Tree Preservation Plan



MATCHLINE (SEE SHEET L1.1)



Tree Preservation Plan



PROPOSED DEVELOPMENT

TREE PRESERVATION PLAN AREA A



MRC SENIOR LIVING
913 CHEEK SPARGER
COLLEEVILLE, TEXAS

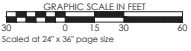


JOB NO. 5261.001
DESIGNED BY: MEA
DRAWN BY: JMM
CHECKED BY: MEA
DATE: OCTOBER 28, 2019
SHEET:

L2.0

LEGEND

- PROPERTY LINE
- UTILITY EASEMENTS
- EXISTING TOPO
- COM BUILDING ENVELOPE
- EXISTING TREE TO REMAIN
- TREE PROTECTION FENCING
- PROPOSED LARGE TREE



Bedford Place Addition
913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McClain Survey No. 1077
Allen Christian Survey, Abstract No. 339

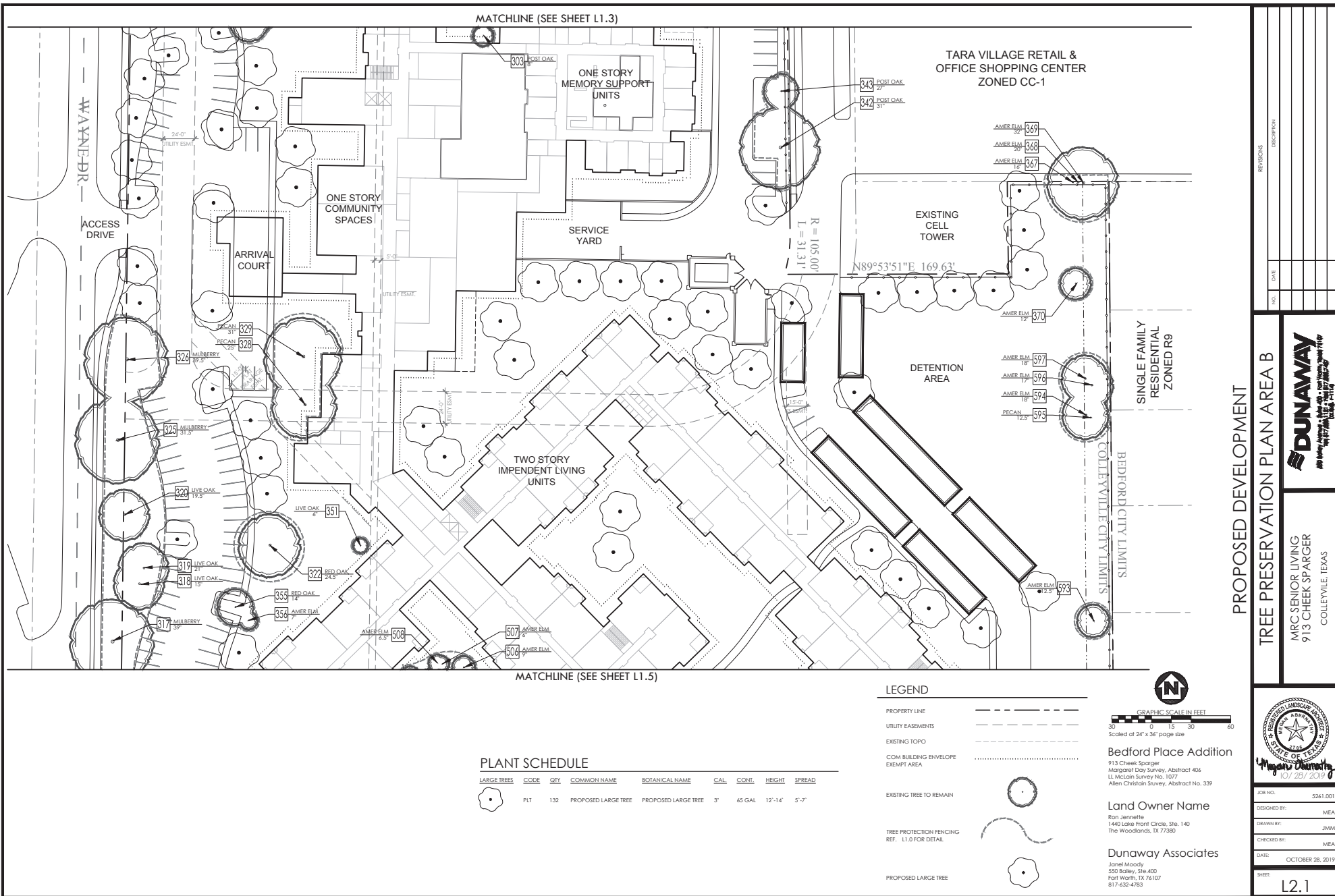
Land Owner Name
Ron Jennette
1440 Lake Front Circle, Ste. 140
The Woodlands, TX 77380

Dunaway Associates
Janet Moody
550 Bailey, Ste. 400
Fort Worth, TX 76107
817-632-4783

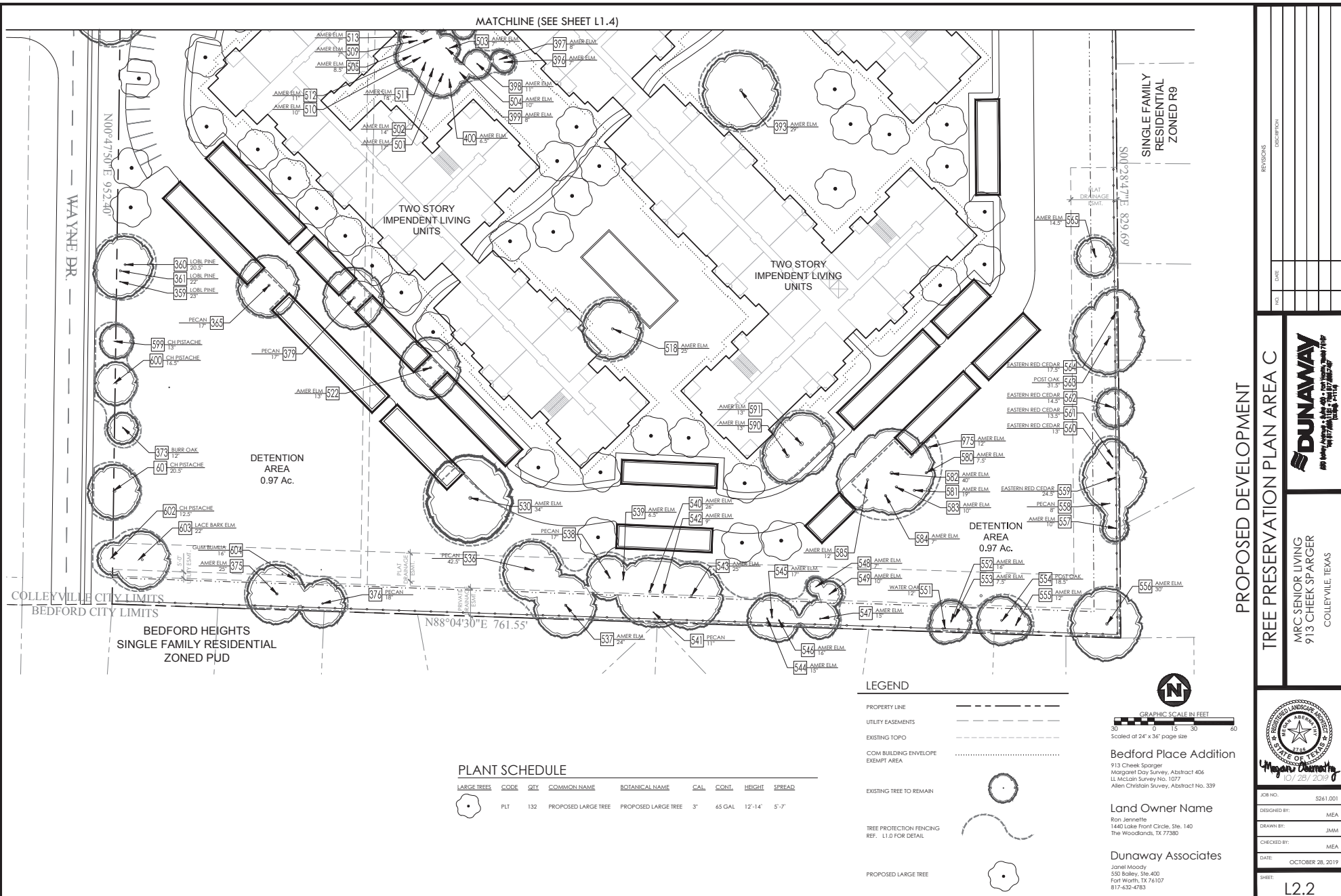
PLANT SCHEDULE

LARGE TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	CONT.	HEIGHT	SPREAD
PLT	132	PROPOSED LARGE TREE	PROPOSED LARGE TREE		3"	65 GAL	12'-14'	5'-7'

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	615.4	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	284.4	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	284.4	Water Oak		REMOVE
1308	8	201.0	American Elm		REMOVE
1309	8	254.3	Pecan		PRESERVE
1310	12.5	490.6	American Elm		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	615.4	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	1961.1	Sycamore	CBE	REMOVE
1334	25	1962.5	American Elm / HERITAGE	CBE	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	CBE	REMOVE
1338	29	2840.7	American Elm / HERITAGE	CBE	REMOVE
1339	9	254.3	American Elm	CBE	REMOVE
1340	17	615.4	Blackjack Oak / HERITAGE	CBE	REMOVE
1341	7	359.9	American Elm	CBE	REMOVE
1342	31	3517.5	Post Oak / HERITAGE	PRESERVE	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	CBE	REMOVE
1347	36	4089.4	American Elm / HERITAGE	CBE	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	Live Oak		PRESERVE
1360	20.5	1319.6	Live Oak		PRESERVE
1361	22	1518.8	Live Oak		PRESERVE
1362	17	615.4	Pecan		REMOVE
1363	11	379.9	Pecan		REMOVE
1364	12	451.2	Pecan		REMOVE
1365	17	907.5	Pecan, multi		PRESERVE
1366	23.5	1784.1	Pecan, multi		REMOVE
1367	16	801.8	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	907.5	Pecan		PRESERVE

TAG NUMBER	CAULPER INCHES	CANOPY	SPECIES	EXCLUSIONS	REMOVE/PRESERVE
1380	13.5	1133.5	Live Oak	CBE	REMOVE
1381	20	1256.0	Eastern Red Cedar		REMOVE
1382	21	1260.7	Live Oak	CBE	REMOVE
1383	19	1133.5	Live Oak	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	359.9	American Elm	CBE	REMOVE
1389	10.5	346.2	Red Oak	CBE	REMOVE
1390	15	1621.9	American Elm, multi / HERITAGE	EXEMPT-CT	REMOVE
1391	28	2461.8	American Elm / HERITAGE	CBE	REMOVE
1392	20	1256.0	Pecan, multi	CBE	REMOVE
1393	20	2461.7	American Elm, multi / HERITAGE	CBE	REMOVE
1394	9	254.3	Live Oak	CBE	REMOVE
1395	22	1518.8	Pecan		REMOVE
1396	7	359.9	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	907.5	American Elm		PRESERVE
1402	14	615.4	American Elm		PRESERVE
1403	7	359.9	American Elm		PRESERVE
1404	20	2461.8	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	359.9	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	359.9	American Elm		PRESERVE
1414	7	359.9	American Elm		REMOVE
1415	13	907.5	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	901.8	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	19	4775.9	Eastern Red Cedar, multi / HERITAGE	CBE	REMOVE
1433	17	907.5	Live Oak	CBE	REMOVE
1434	20	1256.0	Live Oak	CBE	REMOVE
1435	15	706.5	Live Oak	CBE	REMOVE
1436	42.5	5071.6	Pecan, multi / HERITAGE		PRESERVE
1437	25	1808.6	American Elm		PRESERVE
1438	17	907.5	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	907.5	American Elm		PRESERVE
1446	16	801.8	American Elm		PRESERVE
1447	15	706.5	American Elm		PRESERVE
1448	7	359.9	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	801.8	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	861.6	Eastern Red Cedar		PRESERVE
1465	14.5	666.2	American Elm, multi		PRESERVE
1466	17.5	861.6	American Elm		REMOVE
1467	6.5	132.7	American Elm		REMOVE
1468	7	359.9	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	Live Oak		REMOVE
1476	14	615.4	Eastern Red Cedar		REMOVE
1477	9.5	284.4	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	359.9	American Elm, multi		PRESERVE
1485	32	452.2	American Elm		PRESERVE
1486	7.5	176.6	American Elm		REMOVE
1487	9.5	284.4	American Elm, multi		REMOVE
1488	28	2461.8	Hackberry, multi / HERITAGE	NON-PROTECTED	REMOVE
1489	15	706.5	Eastern Red Cedar		REMOVE
1490	23	1061.1	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	907.5	American Elm		PRESERVE
1497	18	1017.4	American Elm		PRESERVE
1498	25.5	2941.9	Lace Bark Elm / HERITAGE	EXEMPT-CT	REMOVE
1499	13	530.7	Chinese Pistache		PRESERVE
1500	18.5	654.9	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	16	801.8	Gum Bumelia		PRESERVE
1505	6.5	132.7	Black Willow		REMOVE
1506	15	706.5	Black Willow, multi		PRESERVE
1507	7	359.9	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

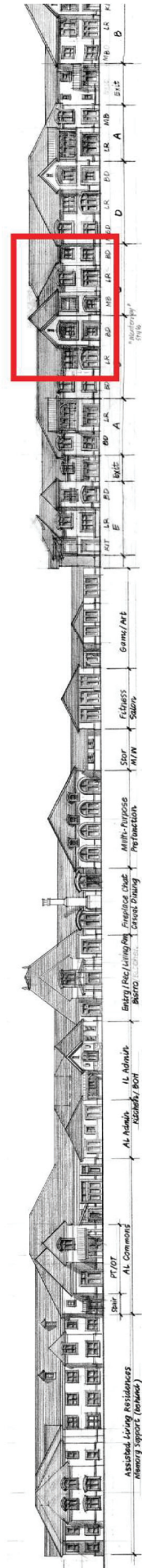


[illegible]

OWNER:

community commons - conceptual elevation

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

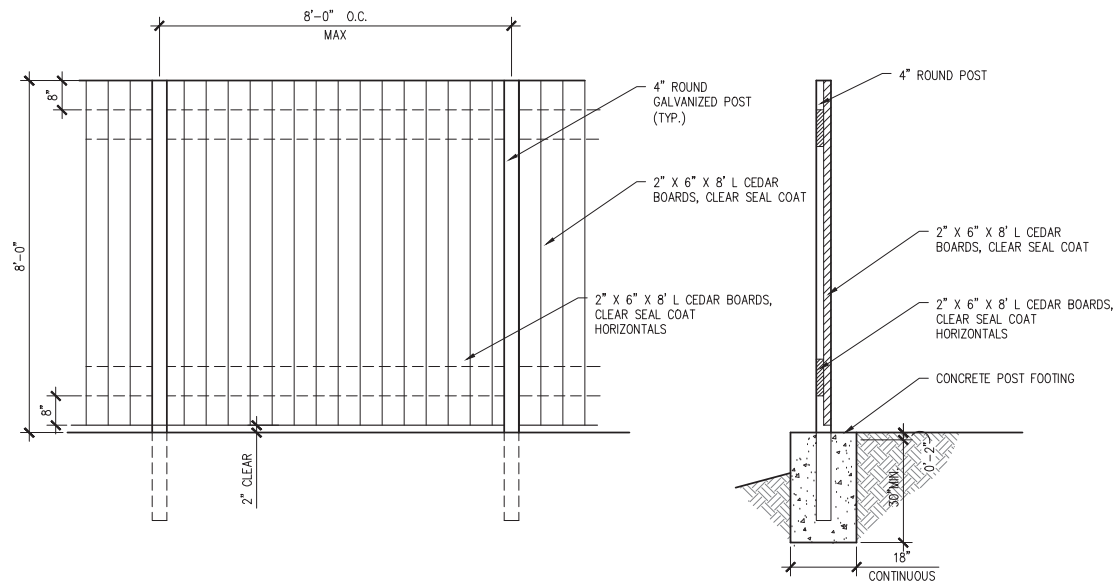
ARCHITECT: **three**

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

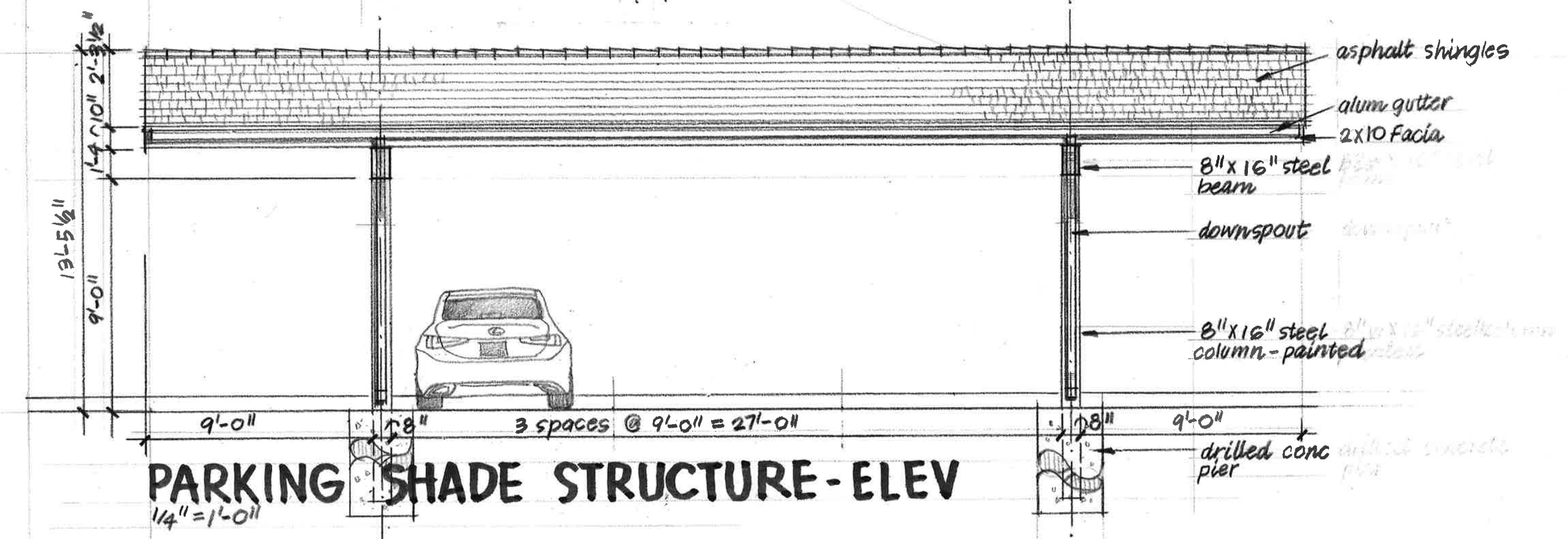
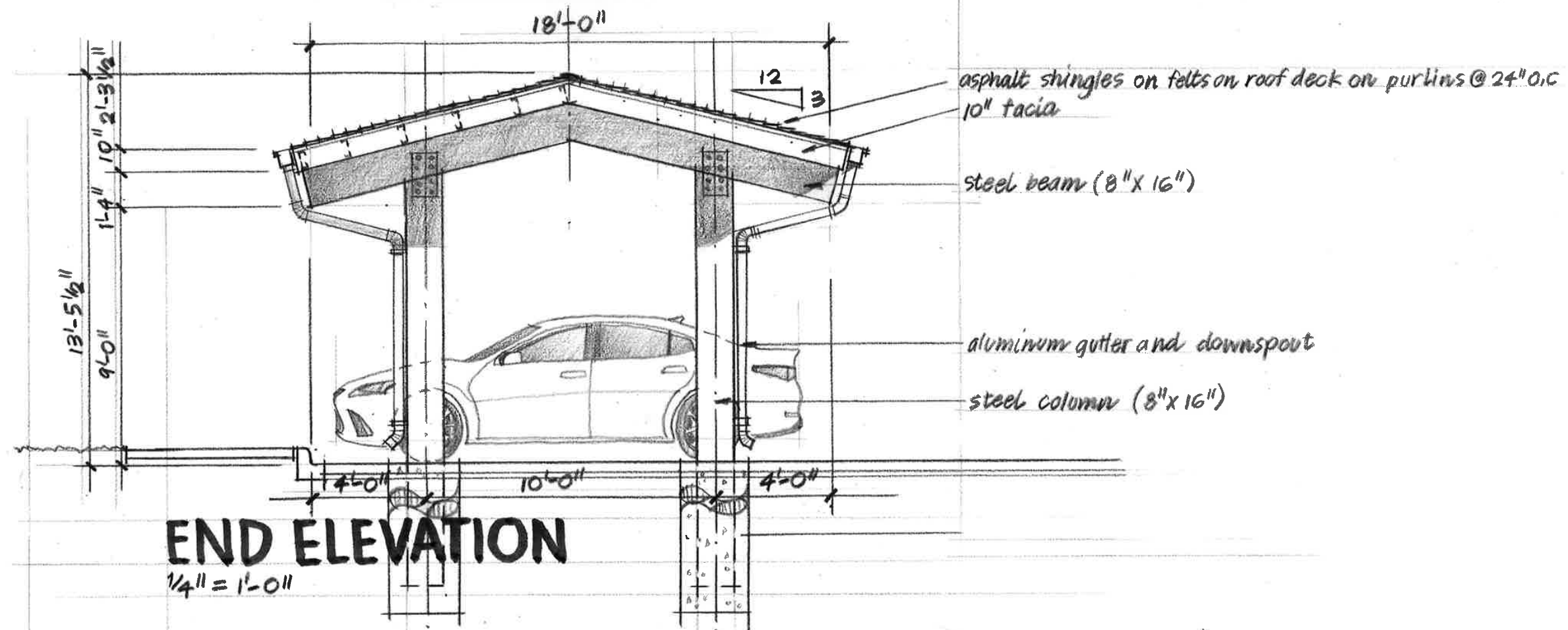


ELEVATION

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.

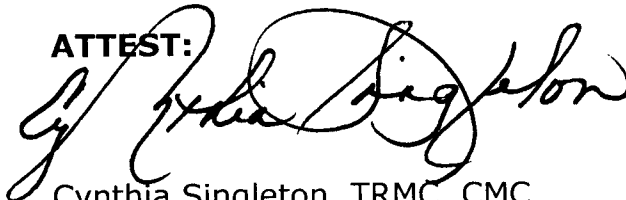
AND IT IS SO ORDERED.

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:



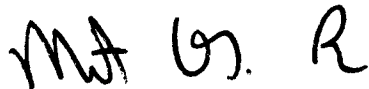
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

EXHIBIT "A" – Location and Zoning Map

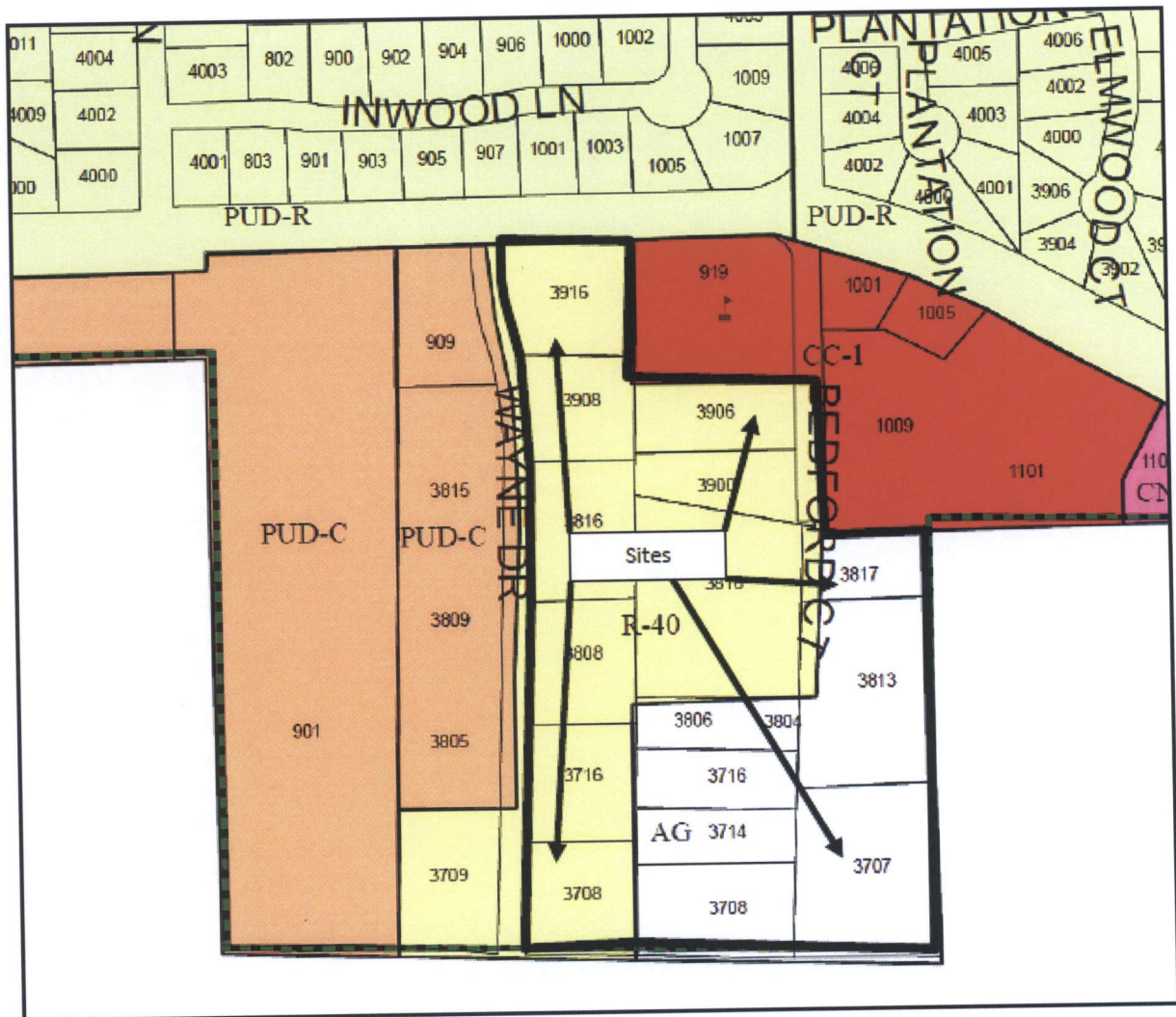


EXHIBIT "B" – Property Description

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
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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

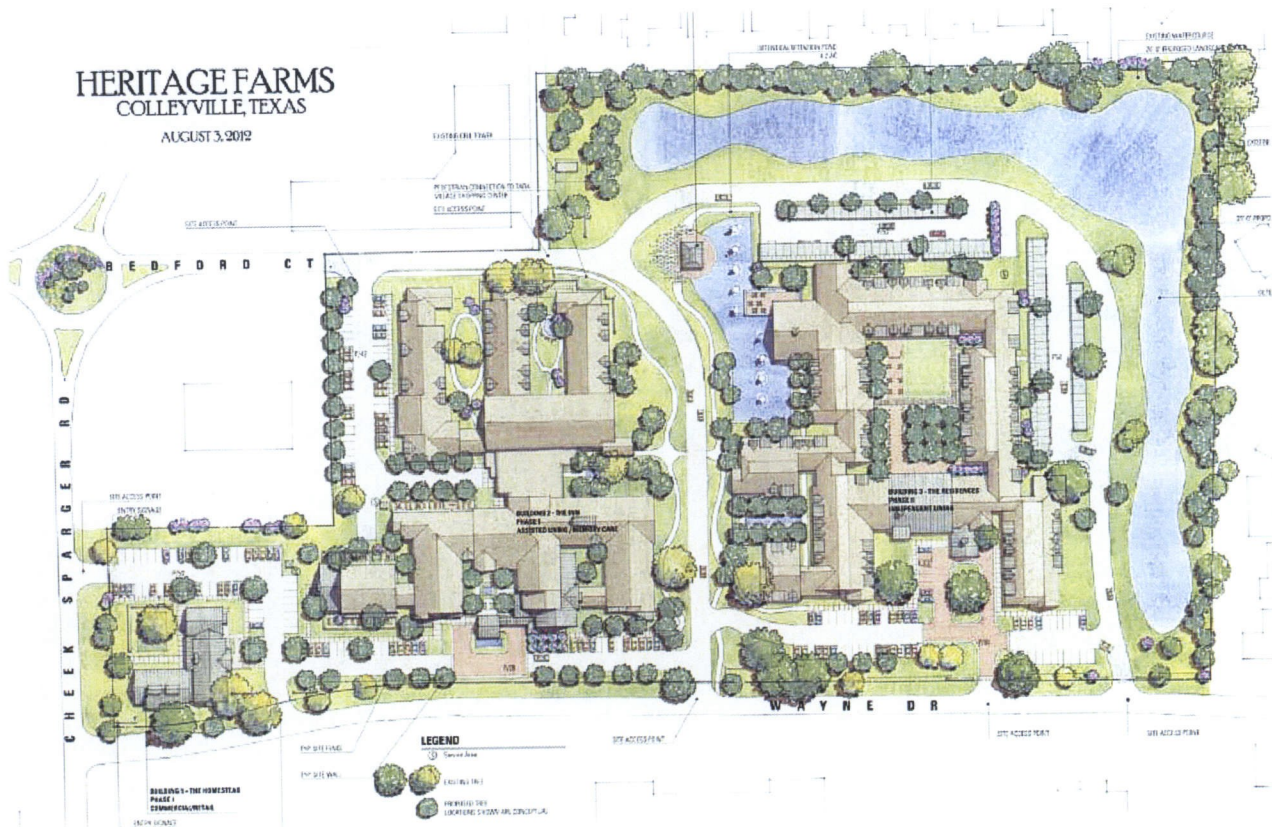
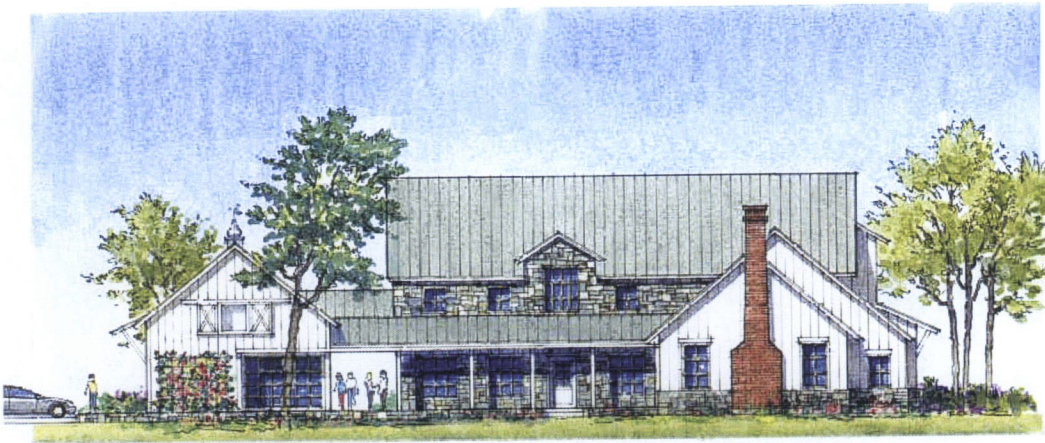


Exhibit "E" – Building Elevations



scale: 1 : 16

THE HOMESTEAD at
HERITAGE FARMS

Conceptual Wayne Drive Elevation

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



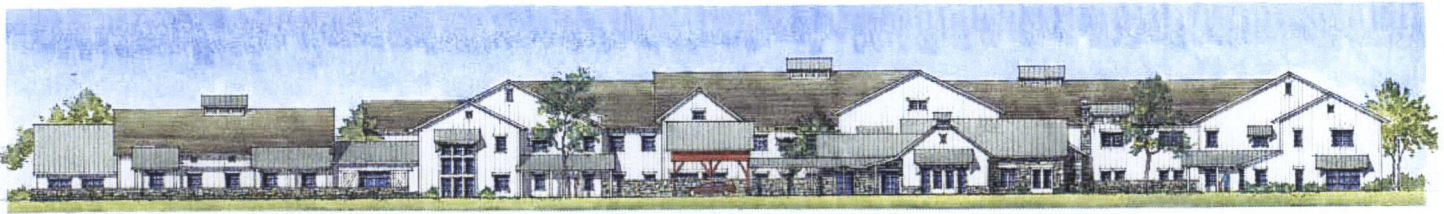
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THE HOMESTEAD at
HERITAGE FARMS

Conceptual Cheek-Sparger Elevation

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

Exhibit "E" – Building Elevations Continued



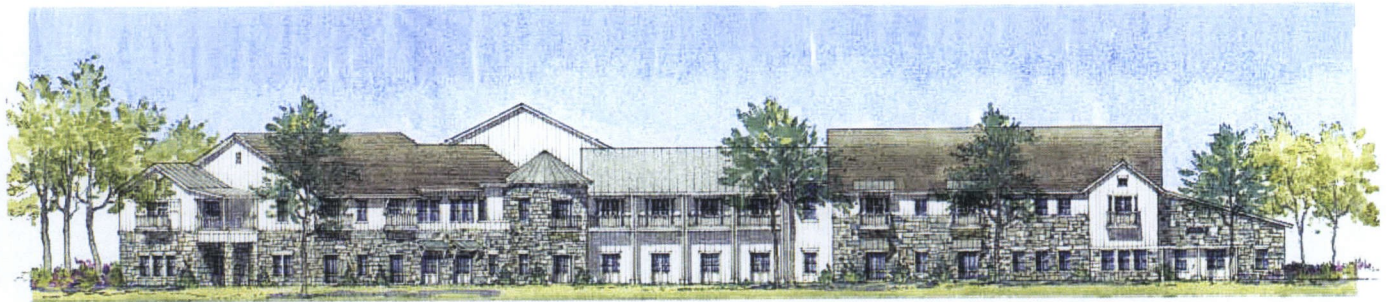
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THE INN at HERITAGE FARMS

Assisted Living and Memory Care

Conceptual Wayne Drive Elevation

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



scale: 1 : 20

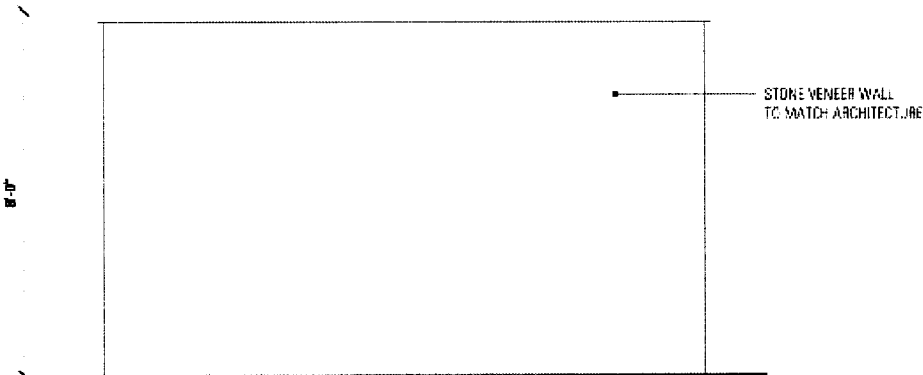
THE RESIDENCES at HERITAGE FARMS

Independent Living Residences

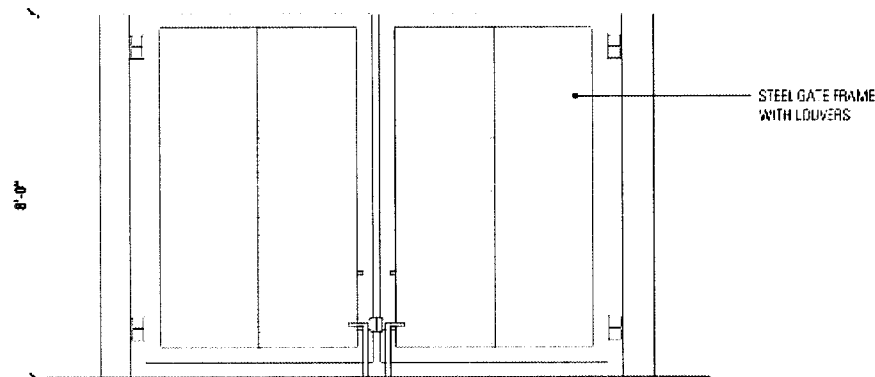
Conceptual Wayne Drive Elevation

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.
---------------------------------	-----------------

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.
--	--

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)

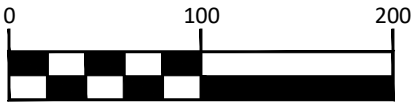
*The Total Pass-By Trips will be Distributed: 50% IN / 50 % OUT

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

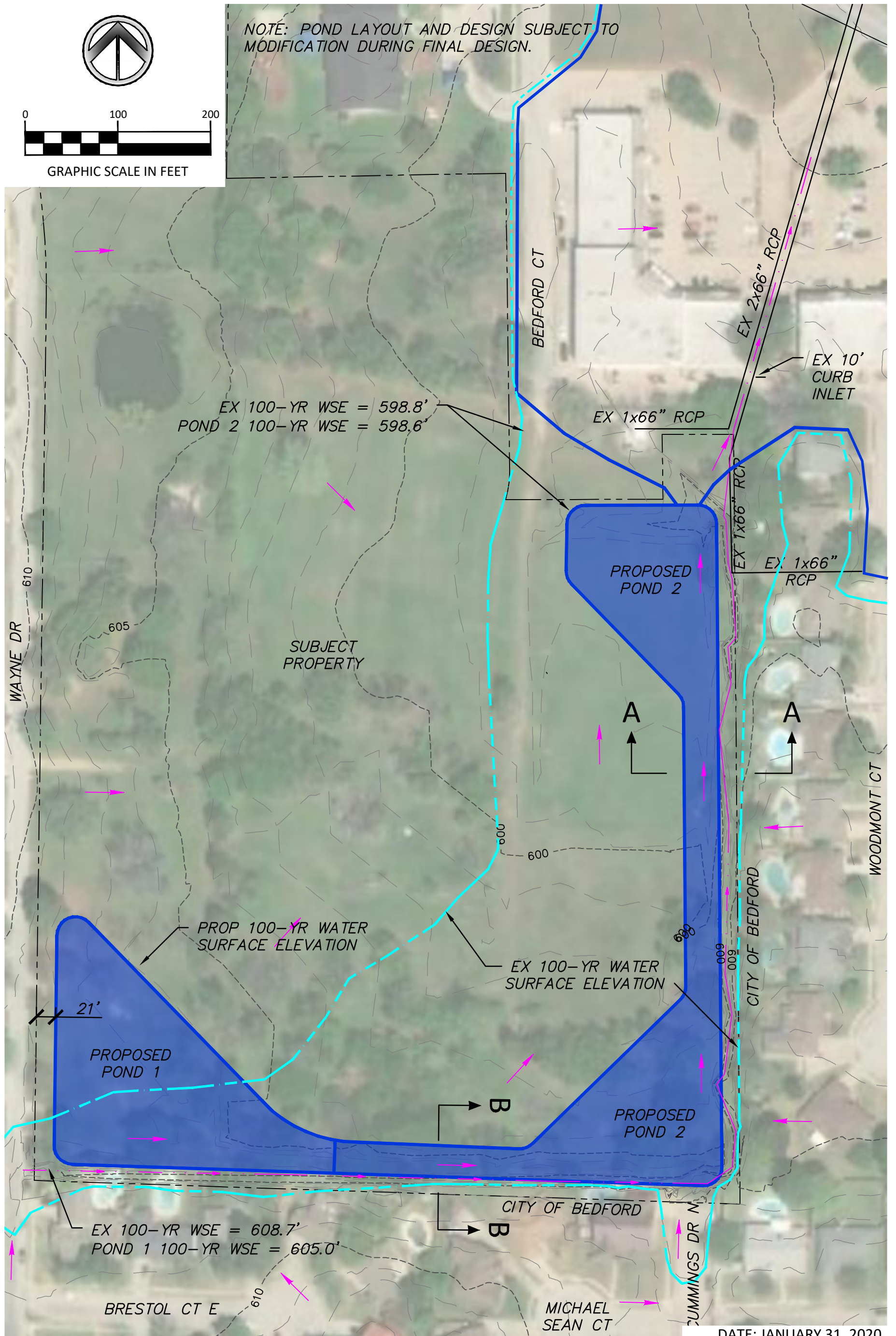






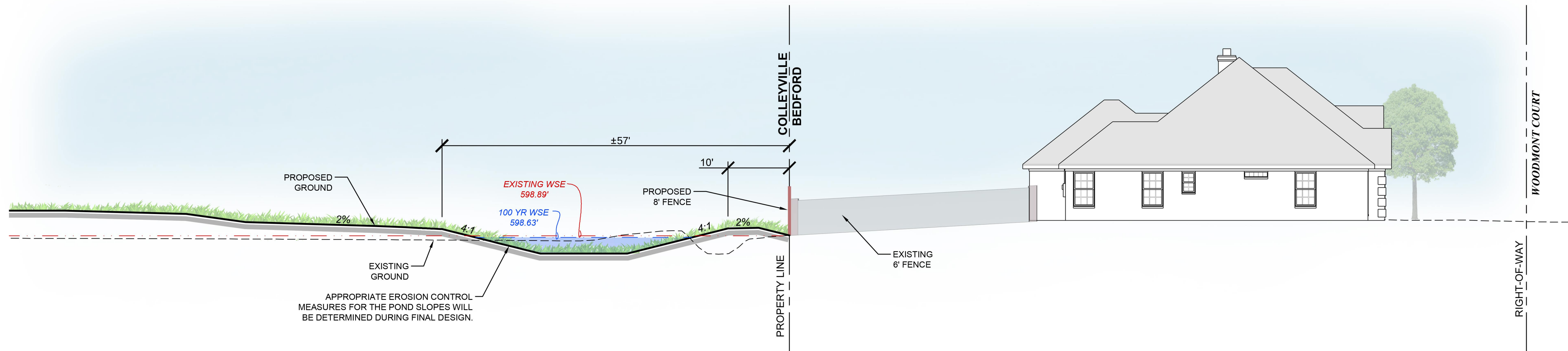
GRAPHIC SCALE IN FEET

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

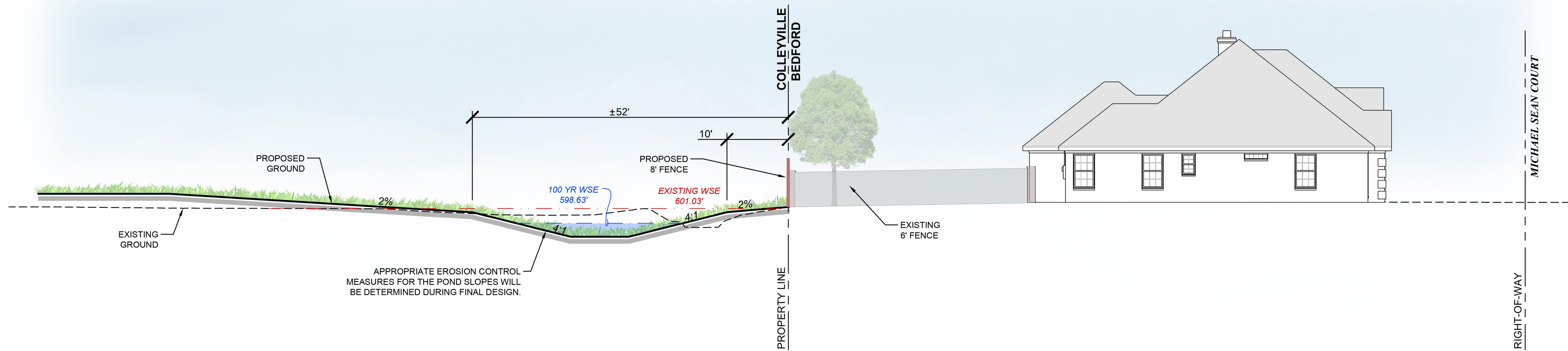


550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

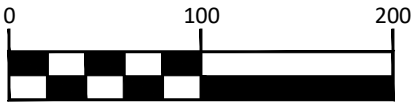
EXISTING VS PROPOSED
WATER SURFACE ELEVATIONS
MRC CONTINUING CARE RETIREMENT COMMUNITY
913 CHEEK-SPARGER RD., COLLEYVILLE, TX



SECTION A-A

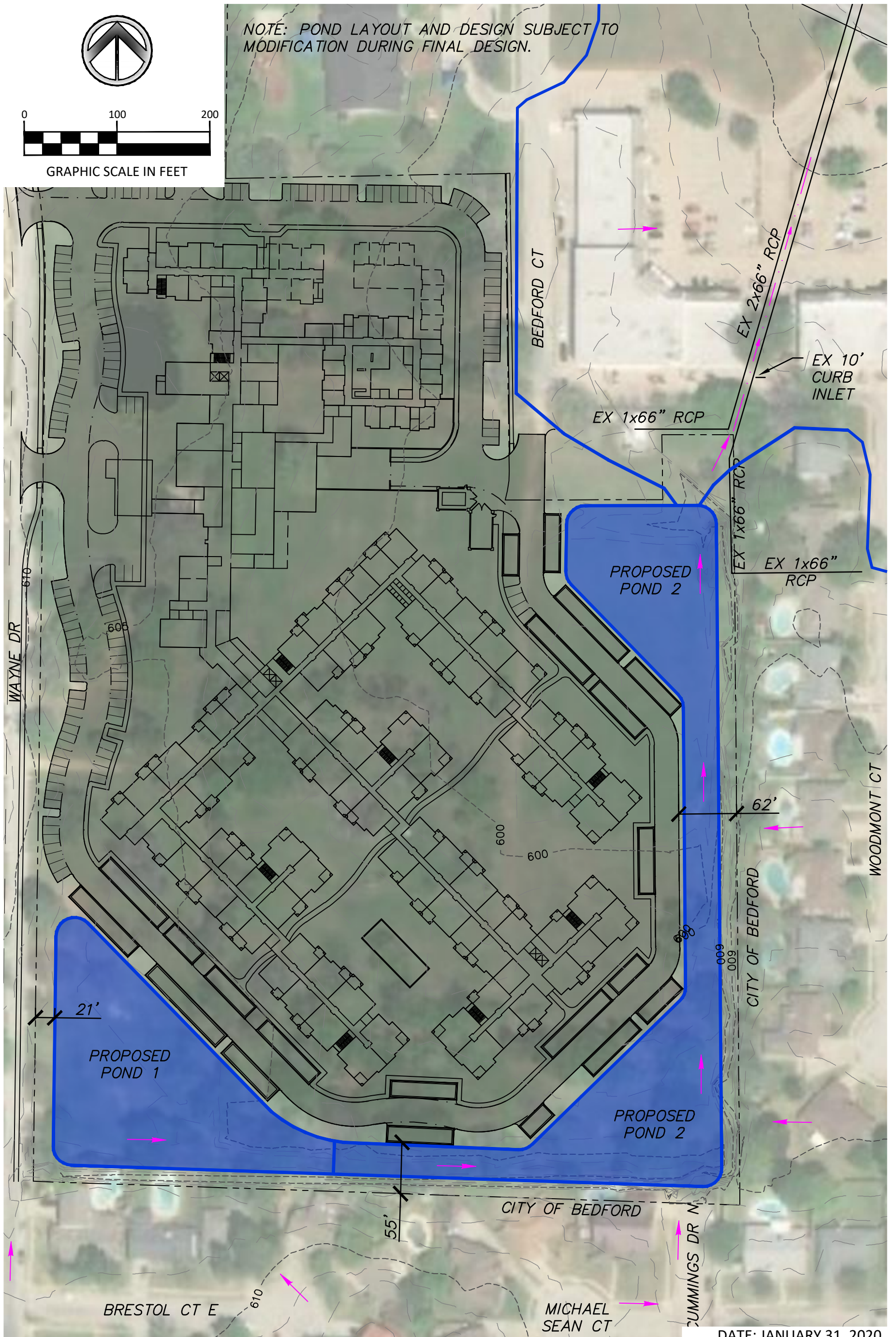


SECTION B-B



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:

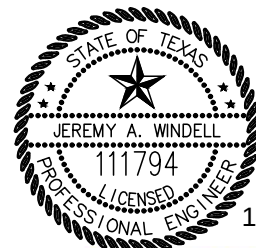
MRC Senior Living Colleyville
1440 Lake Front Circle, Suite 110
The Woodlands, TX 77380-3607

PREPARED BY:



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

November 15, 2019



11/15/19

Jeremy A. Windell

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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

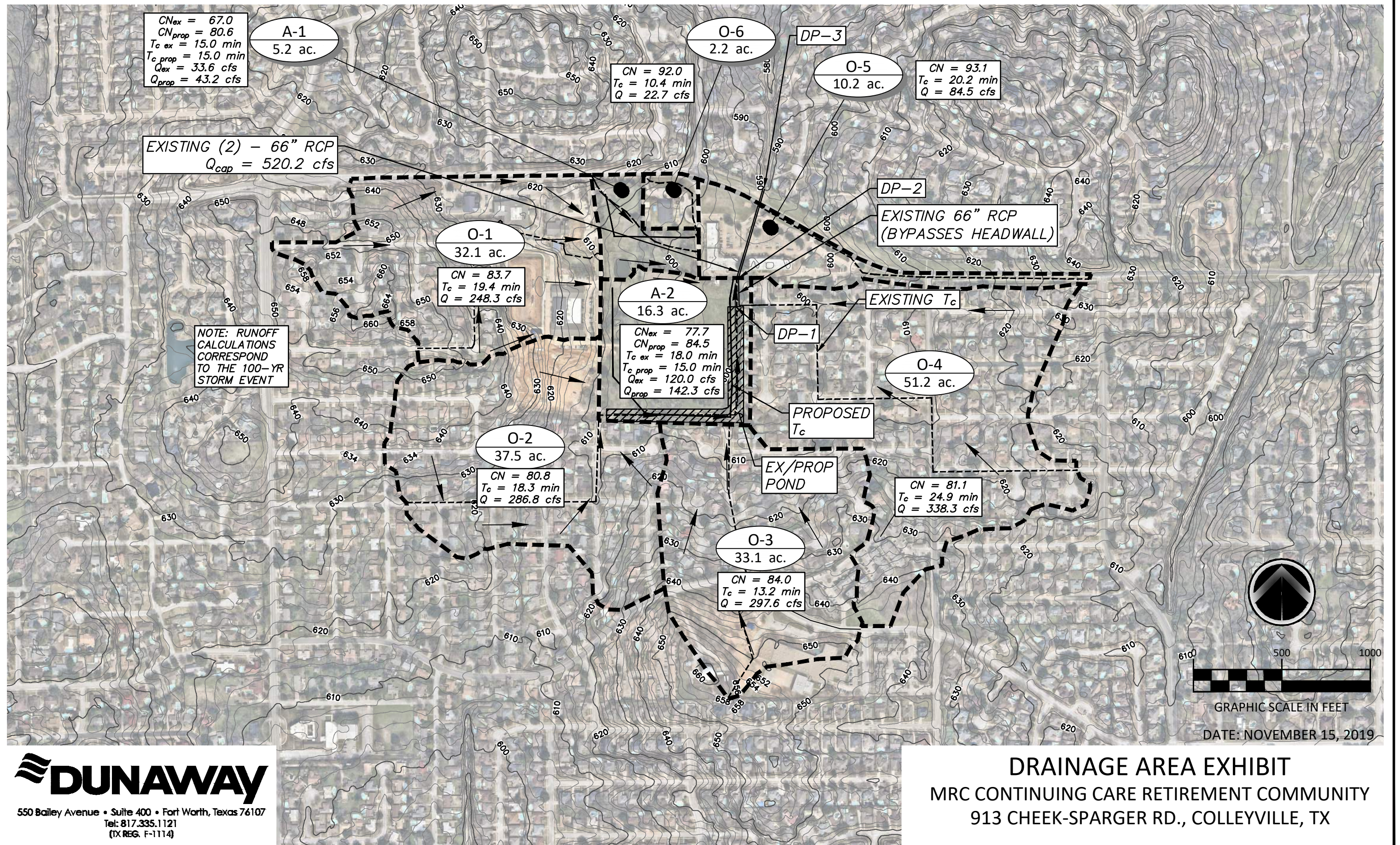
City of Colleyville Land Use

Curve Numbers

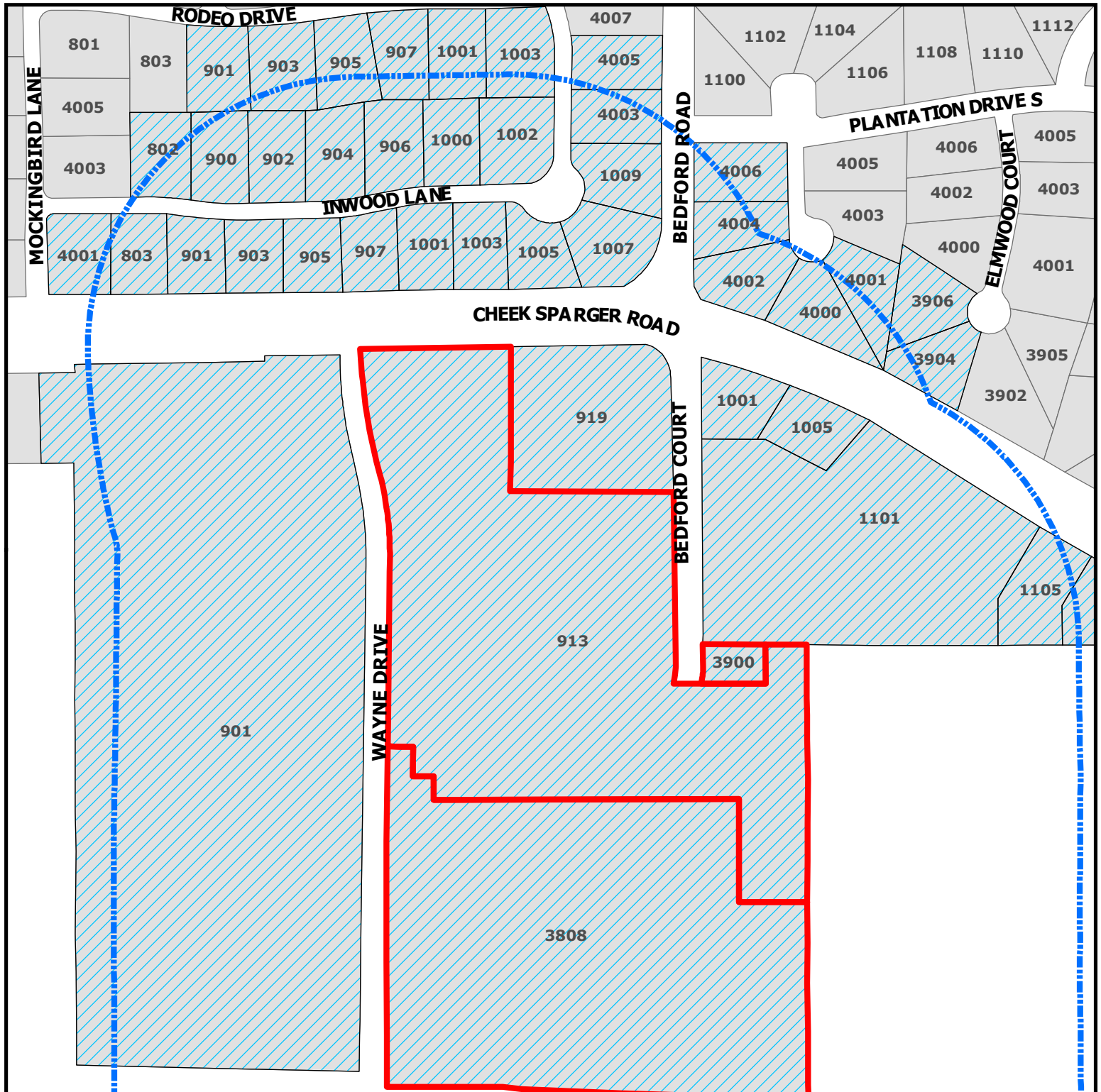
PondPack Results

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

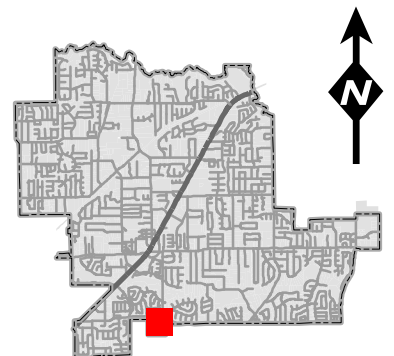


ZC19-009

**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

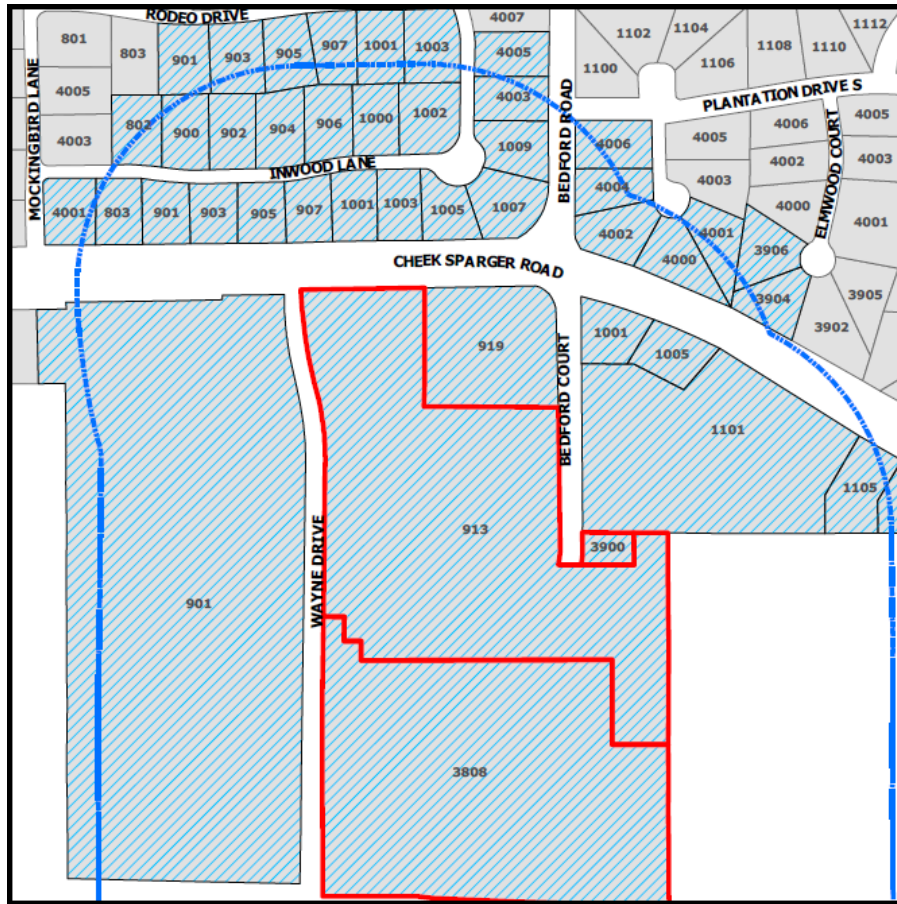
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

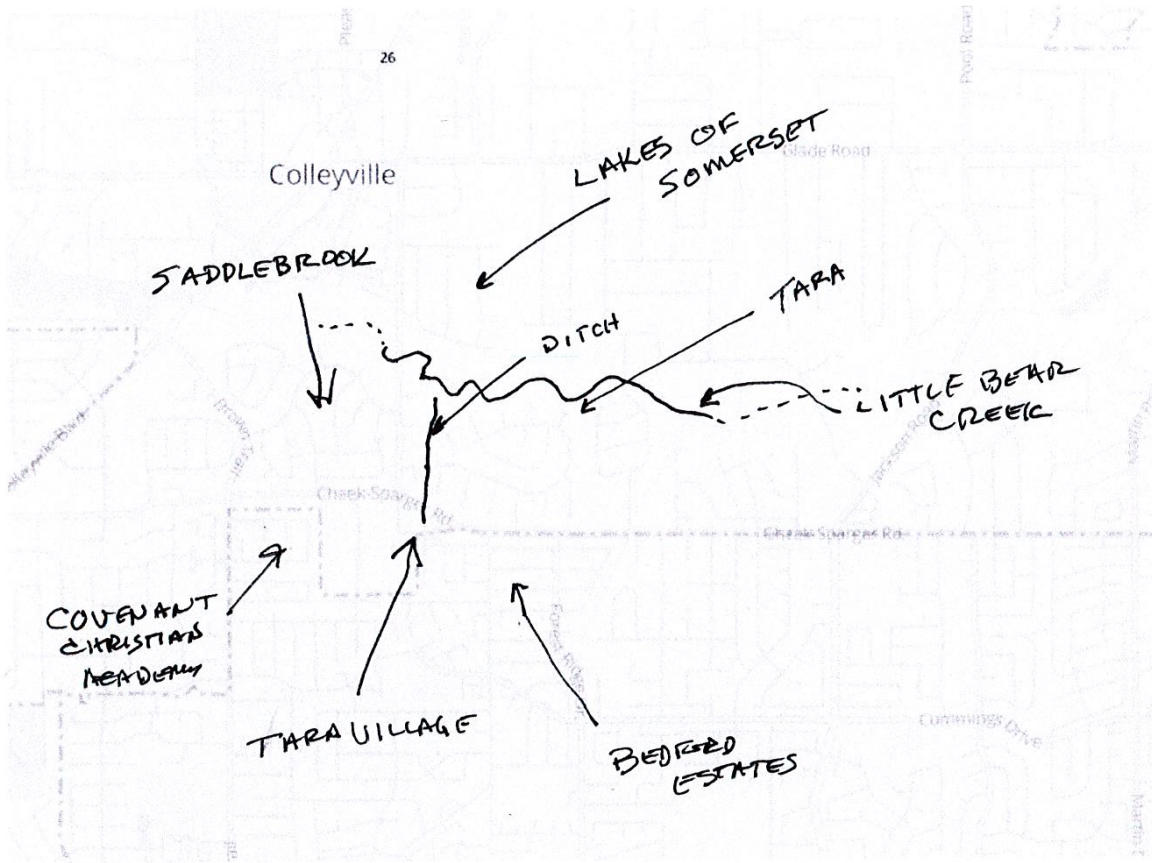
barricades because it never flooded. I remember when the property owners that had property backing up to Little Bear Creek didn't have their fences and other property regularly destroyed by floods. But, things have changed. There is a large land area that drains into this little ditch. I admit that I 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,

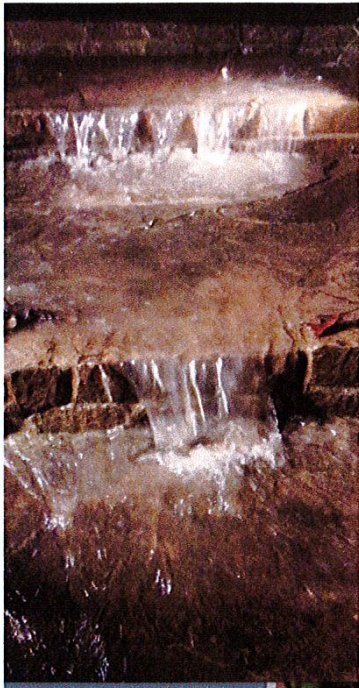
Mark Matherne
817-875-5697

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 19th day of May 2020.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 19th day of May 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

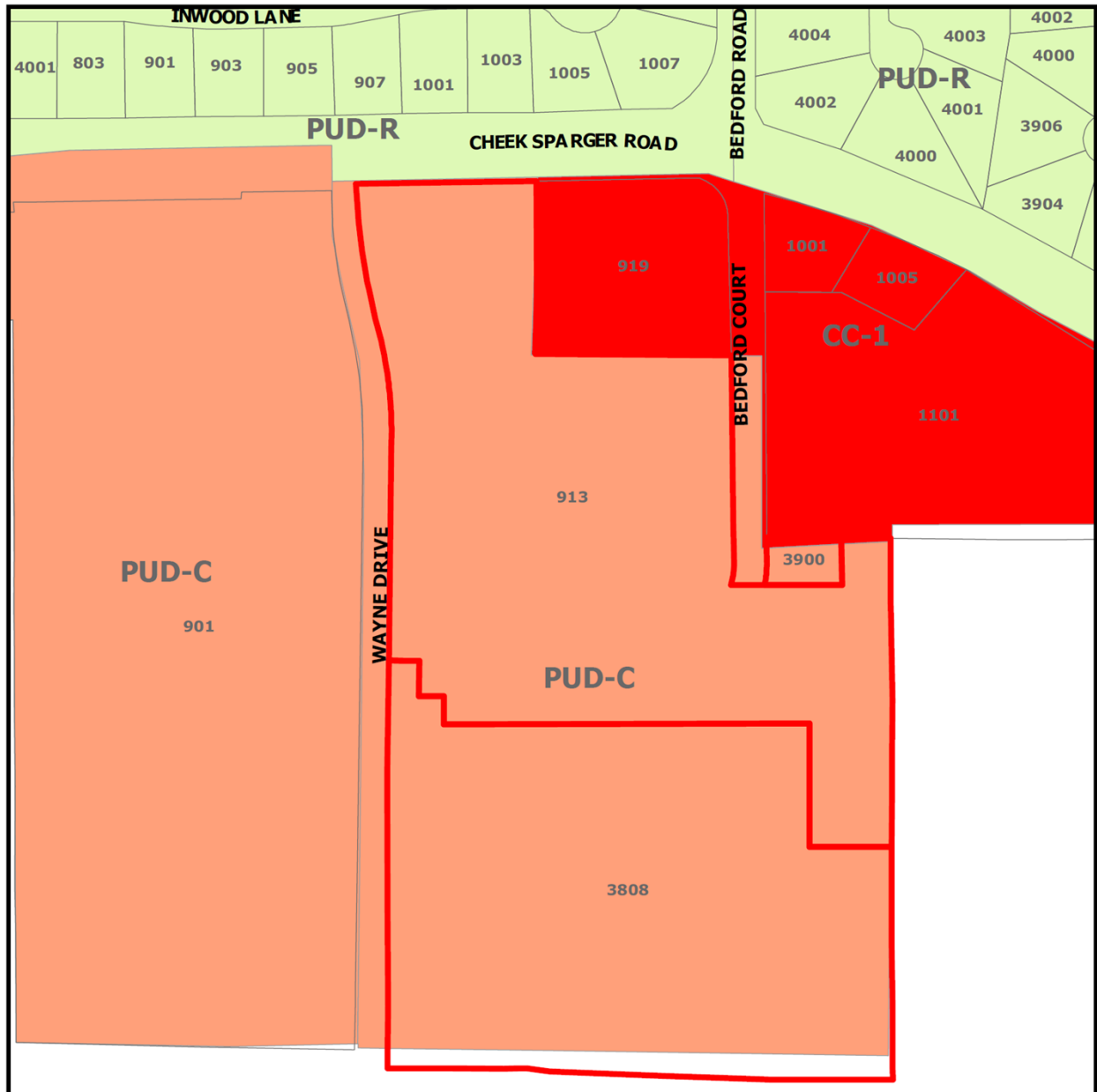


Exhibit “B” – Statement of Planning Objectives

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.

[illegible]



CONCEPTUAL ELEVATION
for
**MRC COLLEYVILLE SENIOR
LIVING COMMUNITY**
September 1, 2014

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

ENGINEER/PLANNER:
DUNAWAY
1411 Avenue of the Americas • Suite 400 • New York, New York 10019
Tel: 212-512-2000 • Fax: 212-512-2001 • www.dunaway.com

ARCHITECT:
three

OWNER:
MRC Senior Living Colleyville
1440 Lake Front Circle, Suite 110
Colleyville, TX 77800

[illegible]

community commons - conceptual elevation
Scale: 1"=50'

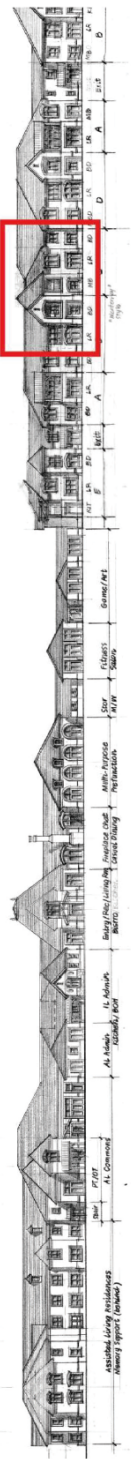
Scale: 1"=50'

CONCEPTUAL ELEVATION
for
MRC COLLEYVILLE SENIOR
LIVING COMMUNITY

ENGINEER/PLANNER:
DUNAWAY
500 Shaw Avenue • Suite 400 • Fort Worth, Texas 76102
(817) 335-2200
(817) 335-1110

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

Building Elevations



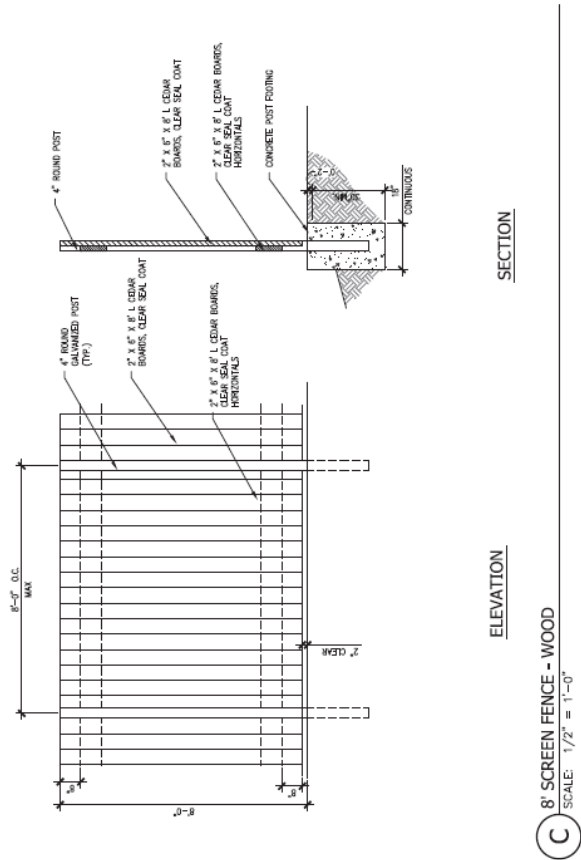
independent living - conceptual elevation
Scale: 1"=50'

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



The image contains two architectural drawings of a parking shade structure. The top drawing is the 'END ELEVATION' and the bottom drawing is the 'SIDE ELEVATION'.

END ELEVATION: This drawing shows the structure from the end. It features a sloped roof with a 12:3 pitch. The roof is supported by a steel beam (8" x 16") and a steel column (8" x 16"). The roof is covered with asphalt shingles on felt, with 10" fascia. The structure is 18'-0" high. The roof is supported by a steel beam (8" x 16") and a steel column (8" x 16"). The roof is covered with asphalt shingles on felt, with 10" fascia. The structure is 18'-0" high. The roof is supported by a steel beam (8" x 16") and a steel column (8" x 16"). The roof is covered with asphalt shingles on felt, with 10" fascia. The structure is 18'-0" high.

SIDE ELEVATION: This drawing shows the structure from the side. It features a sloped roof with a 12:3 pitch. The roof is supported by a steel beam (8" x 16") and a steel column (8" x 16"). The roof is covered with asphalt shingles on felt, with 10" fascia. The structure is 18'-0" high. The roof is supported by a steel beam (8" x 16") and a steel column (8" x 16"). The roof is covered with asphalt shingles on felt, with 10" fascia. The structure is 18'-0" high. The roof is supported by a steel beam (8" x 16") and a steel column (8" x 16"). The roof is covered with asphalt shingles on felt, with 10" fascia. The structure is 18'-0" high.

המחלקה לבריאות הציבור

END ELEVATION

PARKING SHADE STRUCTURE-ELEV



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9a

Agenda Date 5/19/2020

Number Resolution R-20-4499

Type Resolution

Department Finance

Title

A resolution designating a person to fulfill the duties imposed by Tax Code Chapter 26

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

In regular session, the 86th Texas Legislature amended Tax Code § 26.04 which requires each governing body, as part of the tax rate adoption process to designate an officer or employee to do certain tasks, including, but not limited to, the calculation of the relevant tax rates and the posting of information to the web. As the City contracts the Tax Assessor-Collector of the Grapevine-Colleyville Independent School District as the City Tax Assessor-Collector, the proposed resolution will designate Colette Ballinger, Grapevine-Colleyville School District Tax Assessor-Collector.

Mrs. Ballinger is certified by the Texas Department of Licensing and Regulation as a Registered Texas Assessor.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-20-4499

RESOLUTION R-20-4499

**A RESOLUTION OF THE CITY OF COLLEYVILLE
DESIGNATING A PERSON TO FULFILL DUTIES IMPOSED
BY TAX CODE CHAPTER 26**

WHEREAS, the 86th Texas Legislature in Regular Session, amended Tax Code § 26.04 which requires each governing body, as part of the tax rate adoption process to designate an officer or employee to do certain tasks, including, but not limited to, the calculation of the relevant tax rates and the posting of information to the web; and

WHEREAS, the City of Colleyville has designated by contract the Tax Assessor-Collector of the Grapevine-Colleyville Independent School District as the City Tax Assessor-Collector; and

WHEREAS, said Tax Assessor/Collector has been certified as a Registered Texas Assessor by the Texas Department of Licensing and Regulation.

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

Sec. 1 THAT Colette Ballinger, RTA, as Tax Assessor-Collector for the City of Colleyville is hereby and herewith designated by the City as the person to perform all such tasks as required of such a designee in Tax Code Chapter 26 for the calculation and adoption of a tax rate.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 19TH DAY OF MAY 2020.

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

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9b

Agenda Date 5/19/2020

Number Resolution R-20-4500

Type Resolution

Department Community Development

Title

Request for a variance to Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically the maximum lot coverage and maximum impervious coverage requirements, on Lot 10, Block 1, of the Alianne Estates, located at 6201 Theresa Lane, Case VC20-001

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Gary Starr, the applicant, has submitted a request for a major variance to allow for the construction of a new sports court to increase the maximum lot coverage allowed from 8,146 s.f. (20%) to 9,224 s.f. (23%) and increase the maximum impervious lot coverage allowed from 20,364 s.f. (50%) to 23,181 s.f. (57%).

Existing Conditions/Background: The subject property, 6201 Theresa Lane, resides on the east side of Theresa Lane north of the intersection of Shelton Drive and Theresa Lane. The subject property has R-40 zoning and is currently developed with a single family home and an accessory building.

Requested Variance: The applicant is requesting a major variance to allow for the construction of a new sports court to increase the overall impervious lot coverage. The existing structures (home and cabana) also exceed the allowed overall lot coverage for the lot.

Ordinance – Section 3.24.G - Schedule of District Regulations requires a maximum lot coverage of 20% and maximum impervious lot coverage of 50% for the R-40 Single Family Residential zoning district.

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

"Major Variances: Permit such variance of the front yard, side yard, rear yard, lot width, lot depth, coverage, minimum sidewalk or setback standards, or visibility obstruction regulations where the literal enforcement of the provisions of this

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

Analysis – The subject property is requesting to construct a new sports court to increase the maximum impervious lot coverage which is not allowed per the Land Development Code. Additionally, the existing home and cabana together exceed the maximum lot coverage allowance. The applicants are requesting a major variance to allow for the increases to occur.

The lot is approximately 40,729 square feet in size. The maximum allowed lot coverage (20%) equals 8,146 square feet. The coverage for the home and cabana equals approximately 9,224 square feet, or 23% lot coverage. This is a 13.2% variance. The maximum allowed impervious coverage (50%) equals 20,364 square feet. The proposed sports court (5,000 s.f.) will increase the impervious coverage to approximately 23,181 square feet, or 57% impervious coverage. This is a 13.8% variance.

Should the major variance request be denied, the applicant will be required to comply with all of the regulations for construction of the sports court with regard to the lot coverage and impervious lot coverage.

Surrounding Development: The properties to the north, south and west are zoned R-40 Single Family Residential. The property to the east is zoned R-30 Single Family Residential. All adjacent properties are developed with single family homes.

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

Staff Recommendation: Staff recommends approval of the request.

Financial Impact

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

Recommendation

Approve

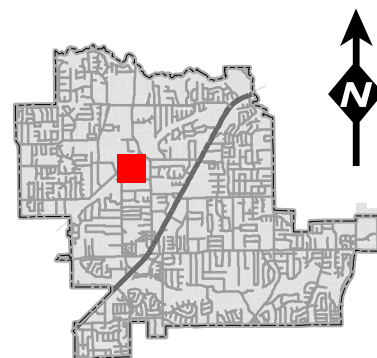
Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Architectural Renderings
7. Court Lighting Exhibit
8. Basketball Hoop Exhibit
9. Notification Map
10. Notification List
11. Property Owner Notification
12. Resolution R-20-4500

Aerial Map



VC20-001
6201 Theresa Lane



DISCLAIMER:

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Subject Property

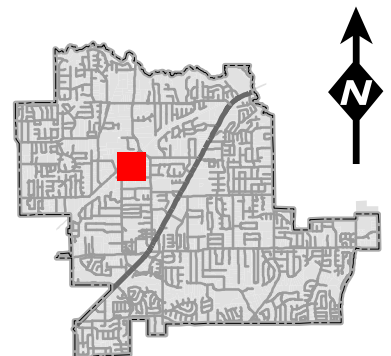
Zoning Map



VC20-001
6201 Theresa Lane

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 Subject Property

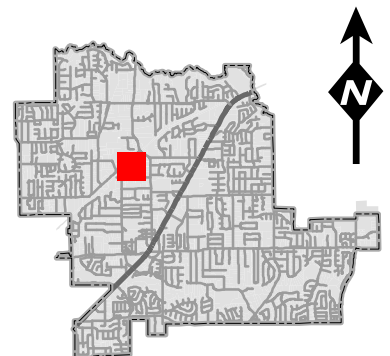


Future Land Use Map



VC20-001
6201 Theresa Lane

-  Subject Property
 Residential
 Institutional
 Open Space; Parks



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Statement of Planning Objectives



STARR CONSTRUCTION
CUSTOM HOMES | REMODELS | ADDITIONS

Starr Construction is requesting a variance for the residence located at 6201 Theresa Ln. We are needing to exceed the current allowance for lot coverage in order to build a regulation sized sport court for the professional athlete living in this home.

We have included the site plan and details of the project for your review.

Site Plan

ZONING/BUILDING CODES	
CITY FOR ZONING	COLLEYVILLE
ZONING DISTRICT	R-40
FRONT YARD SETBACK PER CITY	40'-0"
SIDEYARD SETBACKS PER CITY	15'-0"
REAR YARD SETBACK	25'-0"
MAXIMUM ROOF HEIGHT (2.5 STORIES MAX)	35'-0"
LOT AREA	40,756 SF
ALLOWABLE LOT COVERAGE (HOUSE ONLY) 20% OR 40,756 SF X 20% = 8,151 SF	
ACTUAL LOT COVERAGE	7,976 SF OR 81% OF THE ALLOWED 8,151 SF
IMPERVIOUS LOT AREA (N.I. HOUSE)	
ALLOWABLE IMPERVIOUS COVERAGE	50% OR 40,756 SF X 50% = 20,378 SF
ACTUAL IMPERVIOUS COVERAGE (N.I. HOUSE)	
EXISTING	8,622 SF
NEW	5,000 SF
TOTAL	13,622 SF
ACTUAL IMPERVIOUS COVERAGE (HOUSE + HARDSCAPE)	13,622 SF OR 66% OF THE ALLOWED 20,378 SF
ACTUAL IMPERVIOUS COVERAGE (HOUSE + HARDSCAPE)	13,622 SF + 7,976 SF = 21,598 SF
ACTUAL IMPERVIOUS COVERAGE (HOUSE + HARDSCAPE)	21,598 SF OR 106% MORE THAN THE ALLOWED 20,378 SF

PROJECT DIRECTORY	
DESIGNER CURTIS BURLBAW	214-906-4883
CURTIS@BURLBAW.COM	
BUILDER GARY STARR	STARR CONSTRUCTION LLC
817-658-2395	GARYGSTARR@HOTMAIL.COM
CITY	CITY OF COLLEYVILLE
INSPECT	817-503-1050

BLUE C DESIGNS
PLAN IT DESIGN IT LINE IT

WWW.BLUE-C-DESIGNS.COM
CURTIS BURLBAW · 214 · 906 · 4883

2020 BLUE C DESIGNS - CURTIS@BURLBAW.COM
THE DESIGNS REPRESENTED BY THESE DRAWINGS ARE THE PROPERTY OF BLUE C DESIGNS AND THE OWNER OF THE NOTED ADDRESS OF THESE DRAWINGS. UNAUTHORIZED USE OR REPRODUCTION OF THESE PLANS AND OR THESE DESIGNS WITHOUT PROPER CONSENT BY BLUE C DESIGNS CAN SUBJECT THE INFRINGER TO POSSIBLE LEGAL ACTIONS.

A RENOVATION AT THE RESIDENCE AT
6201 THERESA LANE
IN THE CITY OF COLLEYVILLE, TEXAS
FOR THE JACKSON FAMILY

ISSUE DATE
30 APR 2020 - ISSUE FOR VARIANCE

SHEET TITLE
SITE PLAN
GENERAL NOTES

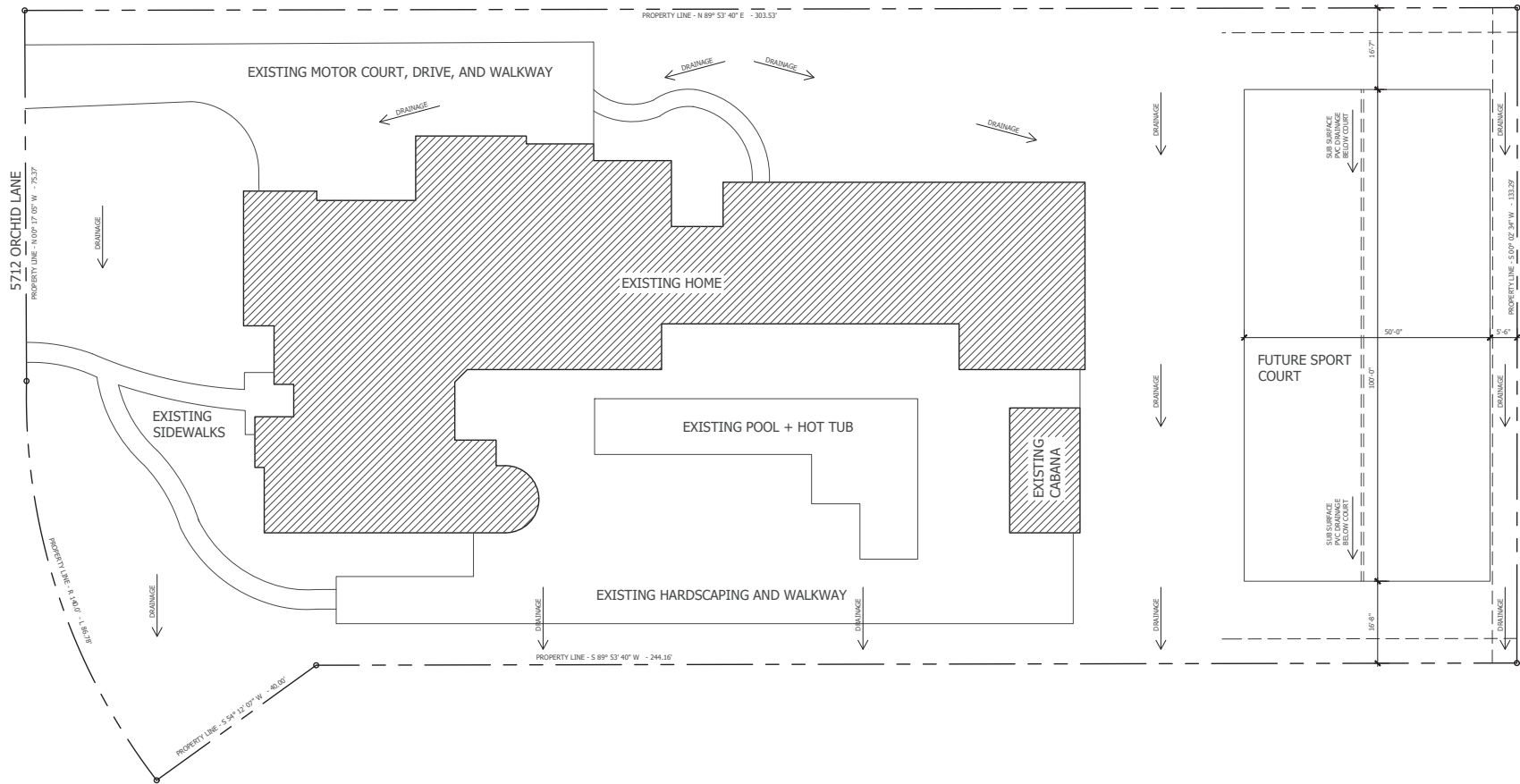
SHEET #
A1.01
PROJECT #
20-21

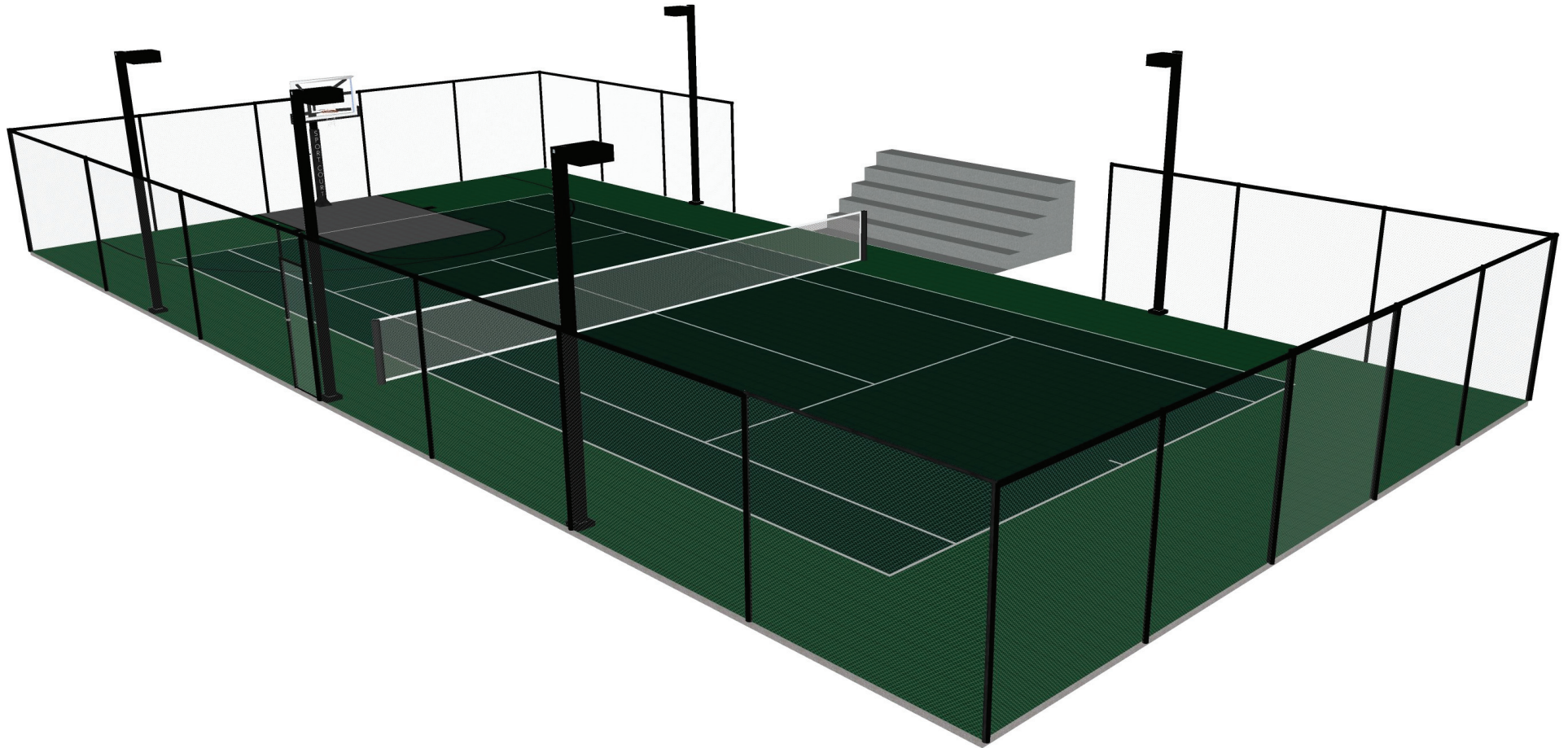


01 SITE/ROOF PLAN

SCALE: 3/32" = 1'-0"

issued for VARINACE





Jackson Residence
50' x 100' Sport Court

Proposed by:
Jeremy Butler

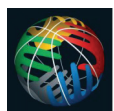


NexCourt, Inc.
1114 South Airport Circle
Suite 110
Euless, TX 76040
(817) 283-4646



Jackson Residence
50' x 100' Sport Court

Proposed by:
Jeremy Butler



NexCourt, Inc.
1114 South Airport Circle
Suite 110
Euless, TX 76040
(817) 283-4646

Court Lighting Exhibit



Catalog Number	
Project	Type

Features & Specifications

Construction

The housing and door frame are constructed of extruded aluminum. The flat tempered glass lens is sealed in place and a one-piece door gasket is provided for weather tight protection. ETL listed for wet locations.

Optical System

Made with a state of the art high performance reflectors that use high gloss components to achieve precise photometric distributions. The fixture is a full cut-off light fixture and is Dark-Sky Friendly in a level horizontal position only.

Electrical System

Available in 1000W standard metal halide and pulse-start metal halide. Comes standard with a 4KV pulse rated mogul base socket. Each 60HZ CWA multi-tap, 480V, or 5-tap ballast is pre-wired and installed for convenience. 50HZ ballast available upon request.

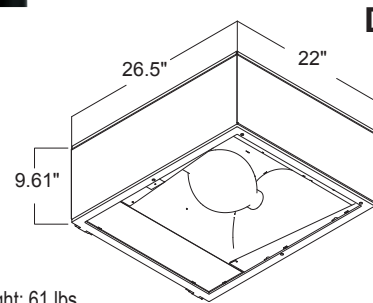
Mounting

Standard mounting options include single, twin 70° and 180°, quad 70° and 90° Davit and 7° Up Tilt Straight Arms. Additional mounting options may be available for custom applications.

Finish

A Super Durable Polyester powder coat finish is electrostatically applied in our state of the art paint facility. Standard colors available: Black, Bronze, US Green, White. Custom colors available upon request.

DCLB SERIES Extruded Sports Shoebox



DIMENSIONS

Est Shipping Weight: 61 lbs
EPA: 3.0 at 0° Tilt



Please contact your Techlight Sales Representative for more information.
All dimensions subject to change without notice.

Ordering Nomenclature

Ex: (1000W Metal Halide, Multi-Tap, Pulse-Start, Black = DCLB2GP1-PS-BK)

DCLB2					
SERIES	REFLECTOR	BALLAST/LAMP	VOLTAGE	PULSE-START	FINISH
DCLB2	G - Type IV Forward Throw	P - 1000W MH	1 - Multi-Tap 2 - 480V 3 - 5-Tap ¹ 1-Available in 400W and 1000W MH Only	PS - Pulse-Start	BK - Black BZ - Bronze GR - US Green WH - White SP - Special

Basketball Hoop Exhibit

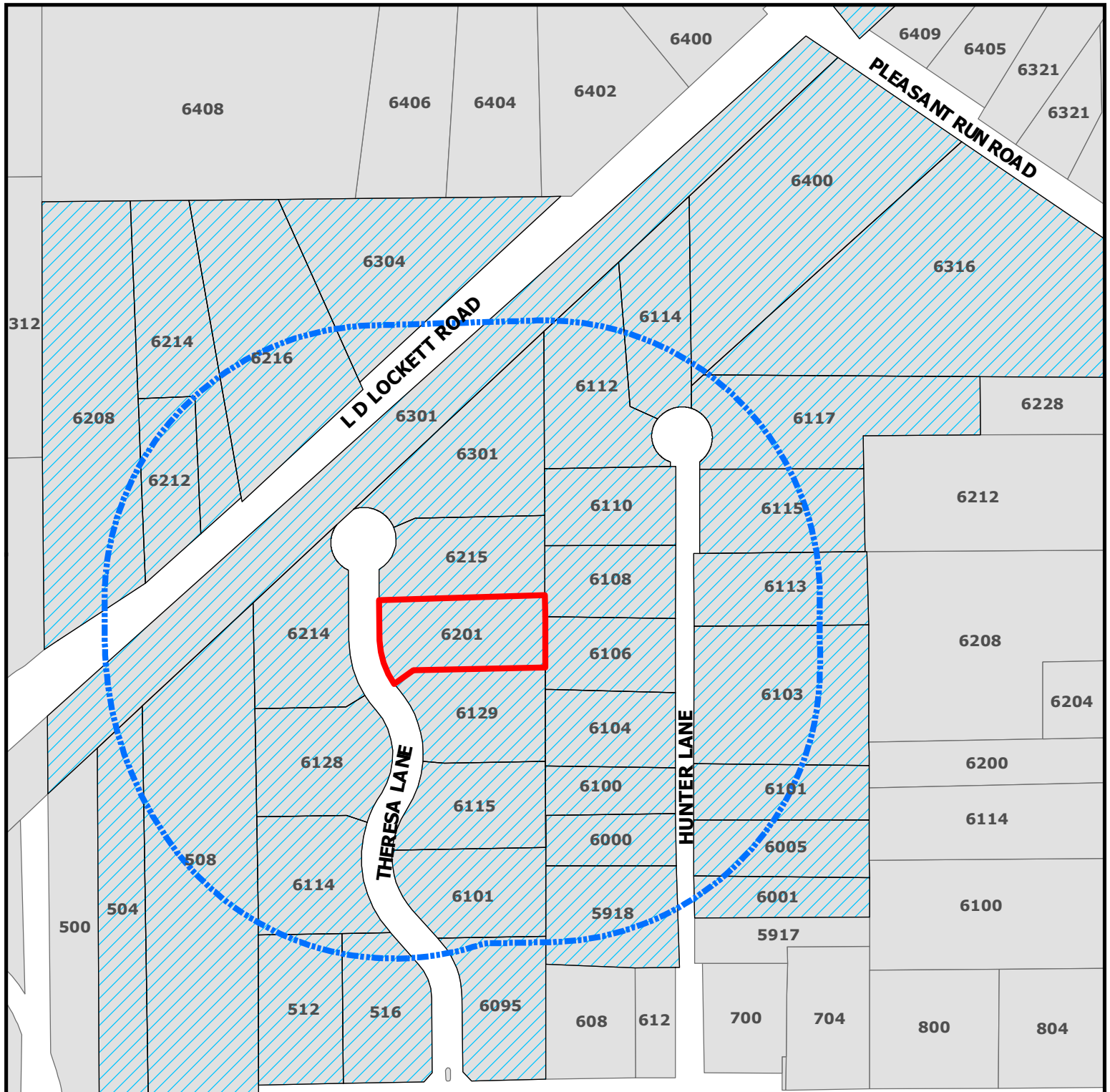
Pro Series 72" Goals

Our all star lineup of basketball goals are made for years of fun for players of all skill levels and ages. Our basketball hoops are all appropriate for indoor outdoor use, for regulation play or just for fun. All of our goals are made from durable welded steel and are made from American parts right here in the USA. Sport Court goals are made with quality features that keeps rust at bay for years to come, including a baked-on powder coat, stainless steel fixtures, and a closed tube design that prevents internal rusting.

- Strong 6"x6" anchoring pole
- 72"x42" backboard with 0.5" tempered glass
- 36" standard basket overhang utilizing H-shaped lower arm
- Available in fixed height or adjustable models



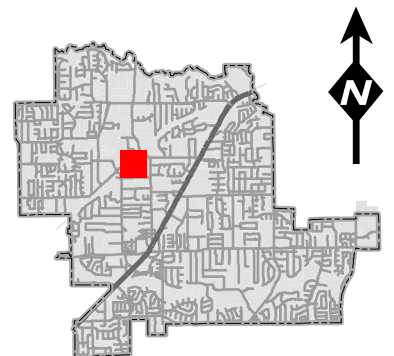
Notification Map



VC20-001 6201 Theresa Lane

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
EVANS, MICHELE A	6095 THERESA LN	COLLEYVILLE, TX	76034	6095 THERESA LN
PINE, JAMES W	5918 HUNTER LN	COLLEYVILLE, TX	76034	5918 HUNTER LN
GRAVES, RANDAL	516 SHELTON DR	COLLEYVILLE, TX	76034	516 SHELTON DR
REGIONAL RAIL ROW CO	PO BOX 660163	DALLAS, TX	75266	6301 L D LOCKETT RD
LOVE, KEVIN D	6000 HUNTER LN	COLLEYVILLE, TX	76034	6000 HUNTER LN
ROBARE, LISA	PO BOX 2802	GRAPEVINE, TX	76099	6001 HUNTER LN
HILL, WILLIAM	512 SHELTON DR	COLLEYVILLE, TX	76034	512 SHELTON DR
77 LEGACY LLC	6214 LD LOCKETT RD	COLLEYVILLE, TX	76034	6212 L D LOCKETT RD
MOORE, SEAN	6208 LD LOCKETT RD	COLLEYVILLE, TX	76034	6208 L D LOCKETT RD
EBNER, SEAN	6129 THERESA LN	COLLEYVILLE, TX	76034	6129 THERESA LN
LABRECQUE, JIMMY	6214 LD LOCKETT RD	COLLEYVILLE, TX	76034	6214 L D LOCKETT RD
YARRISH, JAMES	6216 L D LOCKETT RD	COLLEYVILLE, TX	76034	6216 L D LOCKETT RD
YOUNG, BRADLEY	6100 HUNTER LN	COLLEYVILLE, TX	76034	6100 HUNTER LN
BAILEY, DANE	6106 HUNTER LN	COLLEYVILLE, TX	76034	6106 HUNTER LN
YONES, MARGARET W	6113 HUNTER LN	COLLEYVILLE, TX	76034	6113 HUNTER LN
HUDNALL, THOMAS	6114 THERESA LN	COLLEYVILLE, TX	76034	6114 THERESA LN
MOORE, JERRY D	6101 HUNTER LN	COLLEYVILLE, TX	76034	6101 HUNTER LN
JORDAN, JOHN D	6103 HUNTER LN	COLLEYVILLE, TX	76034	6103 HUNTER LN
DECOSTA, STEPHEN	6108 HUNTER LN	COLLEYVILLE, TX	76034	6108 HUNTER LN
STACY, MICHAEL	6104 HUNTER LN	COLLEYVILLE, TX	76034	6104 HUNTER LN
JACKSON, AUSTIN J	PO BOX 8540	STOCKTON, CA	95208	6201 THERESA LN
ALFRED, MICHAEL	6128 THERESA LN	COLLEYVILLE, TX	76034	6128 THERESA LN
DAVIS, GARY D	6400 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6400 PLEASANT RUN RD
GIBSON, CLAYTON	6115 THERESA LN	COLLEYVILLE, TX	76034	6115 THERESA LN
WALTERS, JOHN A	6215 THERESA LN	COLLEYVILLE, TX	76034	6215 THERESA LN
NGOC TRAN ETUX LILY N	6110 HUNTER LN	COLLEYVILLE, TX	76034	6110 HUNTER LN
MCGREGOR, ROBERT M	6115 HUNTER LN	COLLEYVILLE, TX	76034	6115 HUNTER LN
BARGY, TODD M	6304 LD LOCKETT RD	COLLEYVILLE, TX	76034	6304 L D LOCKETT RD
SPRINGER, JACK D	6101 THERESA LN	COLLEYVILLE, TX	76034	6101 THERESA LN
DOODY, KEVIN	1109 SOMERSET BLVD	COLLEYVILLE, TX	76034	508 SHELTON DR
PANNO, THOMAS J	6114 HUNTER LN	COLLEYVILLE, TX	76034	6114 HUNTER LN
LE, TINH	6301 THERESA LN	COLLEYVILLE, TX	76034	6301 THERESA LN
DOODY, KEVIN	1109 SOMERSET BLVD	COLLEYVILLE, TX	76034	504 SHELTON DR
DAVIS, ULLIN D	6316 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6316 PLEASANT RUN RD
ASWAD, FRANK	6214 THERESA LN	COLLEYVILLE, TX	76034	6214 THERESA LN
PIPES, TODD	6117 HUNTER LN	COLLEYVILLE, TX	76034	6117 HUNTER LN
MADDEN, C L	6112 HUNTER LN	COLLEYVILLE, TX	76034	6112 HUNTER LN
FARAGHER, JACK	6005 HUNTER LN	COLLEYVILLE, TX	76034	6005 HUNTER LN
ALIANNE ESTATES	6201 THERESA LANE	COLLEYVILLE, TX	76034	COURTESY NOTICE
CUTTER RIDGE ESTATES ADDITION	6404 CUTTER RIDGE COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
STARR, GARY	4445 EDMONDSON	DALLAS, TX	75205	APPLICANT

Public notices were mailed on May 1, 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:

City Council Meeting: Tuesday, May 19, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Request for a variance to Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically the maximum lot coverage and maximum impervious coverage requirements. The request is to allow for the construction of a 5,000 square foot sports court in the back yard which exceeds the maximum impervious coverage (50%) for the lot by 2,817 square feet. The existing structures currently exceed the allowed maximum lot coverage (20%) by 1,078 square feet.

Zoning Case: VC20-001

Applicant: Gary Starr

Owner: Austin and Jonna Jackson

Location: 6201 Theresa Lane

Property Description: Lot 10, Block 1, of the Alianne Estates

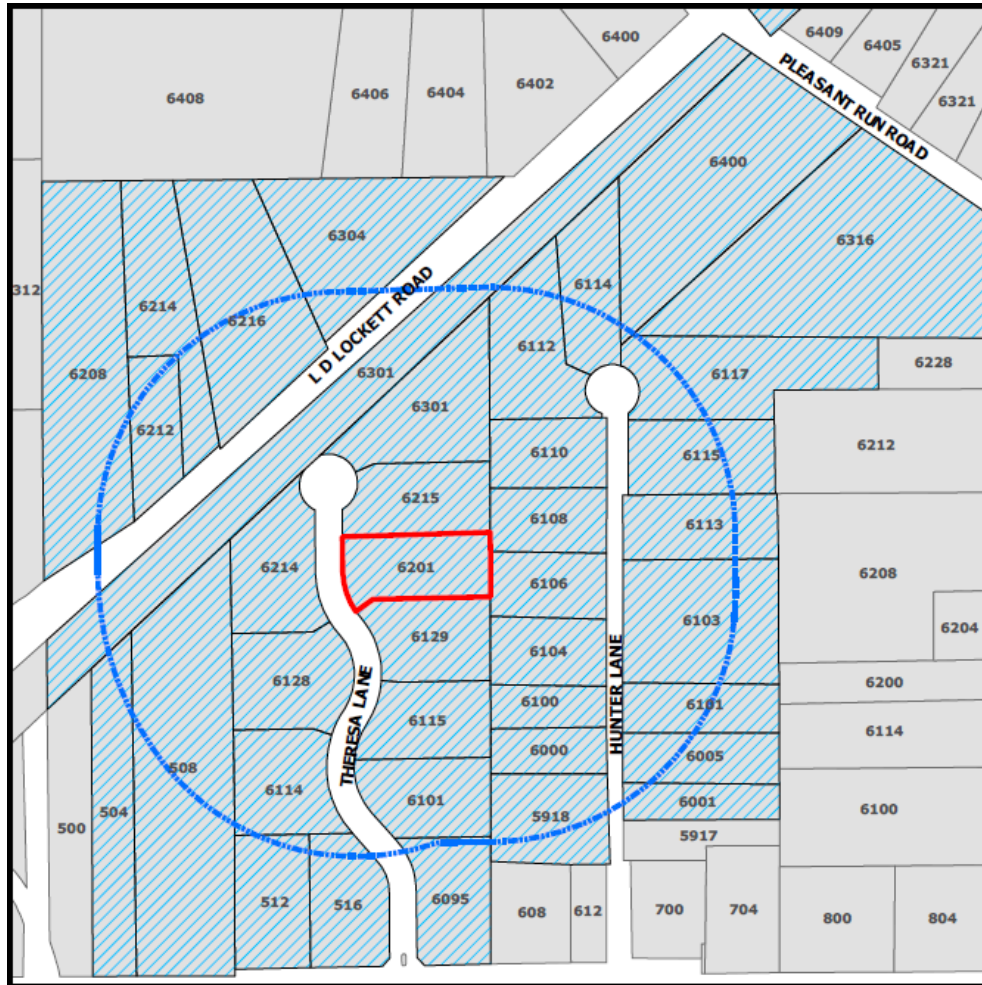
Present Zoning: R-40 Single Family Residential

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

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

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

NOTICE OF PUBLIC HEARING



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

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

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

Ben Bryner
Community Development Director
bbryner@colleyville.com

RESOLUTION R-20-4500

**A RESOLUTION APPROVING A REQUEST FOR A MAJOR VARIANCE
TO SECTION 3.24.G, SCHEDULE OF DISTRICT REGULATIONS OF
THE LAND DEVELOPMENT CODE, SPECIFICALLY THE MAXIMUM LOT
COVERAGE AND MAXIMUM IMPERVIOUS COVERAGE
REQUIREMENTS LOCATED AT 6201 THERESA LANE**

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

Sec. 1. THAT the variance to allow for the construction of a new sports court (5,000 s.f.) to increase the maximum impervious lot coverage allowed and to increase the maximum lot coverage allowed at 6201 Theresa Lane (the "Property"), as depicted in Exhibit "A" hereto, is hereby approved, subject to the following conditions:

1. The impervious lot coverage to be increased from 20,364 s.f. (50%) to 23,181 s.f. (57%)
2. The lot coverage to be increased from 8,146 s.f. (20%) to 9,224 s.f. (23%)

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

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON
THIS THE 19TH DAY OF MAY 2020.

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

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 10a

Agenda Date 5/19/2020

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 II: The applicant has provided a copy of the signed agreement with the railroad to allow for the discharge of the stormwater run-off into the existing drainage channel within the railroad right-of-way.

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, two 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. Railroad ROW Drainage Agreement
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Plat Exhibit
6. Color Exhibits
7. Tree Survey Exhibit
8. Civil Plans
9. Sewer Line Easement
10. Access Easement Agreement
11. Notification Map
12. Notification List
13. Property Owner Notification
14. Resolution R-20-4478

LICENSE AGREEMENT

THIS License Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") with offices at 1401 Pacific Ave., Dallas, Texas 75202 and G & H Group, LLC ("Licensee"), a Texas Limited Liability Corporation acting herein by and through its duly authorized official, with offices at 75 Main Street, Colleyville, Texas 76034. Licensor and Licensee are individually referred to herein as a "Party" or collectively as "Parties".

WHEREAS, pursuant to agreements between Licensor and Union Pacific Railroad Company, Fort Worth & Western Railroad Company, and The City of Grapevine operating as Grapevine Vintage Railroad (individually or collectively herein the "Railroads" and as further defined and supplemented below), freight railroad and/or passenger excursion train operations exist on the Cotton Belt Railroad Corridor ("the Corridor") between DFW Airport and Fort Worth, Texas, owned by DART; and

WHEREAS, pursuant to that certain *Transportation Access Agreement and Easement* dated and effective December 17, 2015, between Licensor and Fort Worth Transportation Authority ("FWTA") ("the TEXRail Agreement"), FWTA has been granted a rail operating easement for the purpose of constructing, installing, maintaining, and operating a passenger rail system on and over the Corridor; and

WHEREAS, Herzog Transit Services Inc. ("HTSI") provides the TEXRail passenger service and maintenance on the Corridor pursuant to a contract between HTSI and FWTA. The term "Railroads" herein shall include HTSI and FWTA for all purposes.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained in this License, the receipt and sufficiency of which is hereby acknowledged by Licensor and Licensee, it is agreed as follows:

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of grading to allow drainage from Preston Manor to reach the existing channel in DART's right of way and to extend the rock riprap into the existing channel to prevent erosion in DART's right of way (the "Permitted Improvement") crossing the Corridor at Mile Post 619.47, (TEXRail Mile Post 26.97) (**Latitude: 32.893904, Longitude: -97.167050**) in Colleyville, Tarrant County, Texas, more particularly described as shown in Exhibit "A", dated March 9, 2020, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use, the Permitted Improvement and only upon the terms provided herein. This License conveys only certain limited rights described herein, and is not a conveyance of an interest in the Property. This License may not be recorded.

2. **Term.** The term of this License shall begin on the date last signed by a Party ("Effective Date") and continue thereafter until terminated by either Party as provided herein ("the Term").

3. **Consideration.**

3.01. The consideration for the granting of this License shall be (a) payment by Licensee to Licensor the sum of **FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS** per annum, payable annually in advance (the "License Fee"), commencing on the Effective Date and payable continuously thereafter on

each anniversary thereof, and (b) the performance by Licensee of each of the obligations undertaken by Licensee in this License, PROVIDED, HOWEVER, that the "License Fee" shall be adjusted annually as follows:

- a) The annual adjustment and increase in the License Fee shall be determined as follows: There shall be an annual increase on each anniversary date of the commencement of the Term, in the amount that is the greater of: three percent increase (3%) over the prior License year or, as indicated by the CPI Index described below.
- b) The CPI Index shall be calculated as the percentage change in the CPI Index during the twelve months preceding the date of change according to the cost of living changes in the Consumer Price Index for All Urban Consumers – (CPI-U), Dallas-Fort Worth, TX, "All Items", as published by the Bureau of Labor Statistics, U.S. Department of Labor (the "CPI Index").
- c) If any time during the term hereof the U.S. Bureau of Labor Statistics shall discontinue the issuance of the CPI Index, Licenser shall provide Licensee with an alternative nationally recognized cost-of-living index for the Dallas-Fort Worth area then issued and available, which is published by the U.S. Government.
- d) Acceptance of any License Fee by Licenser after written notice of termination or expiration of this License shall not waive, reinstate, continue or extend the terms of this License.

3.02. Any payment not received by Licenser **by the 10th day after it is due**, shall bear a late charge of \$50.00 to help offset the administrative cost involved in handling such late payment.

3.03. For any payment not received by Licenser **by the 15th day after it is due**, such payment shall bear interest at the maximum rate permitted by law from the date it was due until it is paid, in addition to the late charge.

4. Non-Exclusive License. This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property; (b) all vested rights presently owned by any Railroads, utility or communication company, or other entity and located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licenser to any individual or entity, public or private, including by example and not limitation, the TexRail Agreement.

5. Safeguard of Property. Licensee shall take diligent and sufficient measures to insure and safeguard the Property. It is understood and agreed that Licenser shall have no liability whatsoever for the safety or security of Licensee or Licensee's employees, officers, agents, contractors, invitees, assigns, or those holding under Licensee, nor for any personal property belonging to those individuals or entities. Notwithstanding any other provisions herein, Licensee expressly waives any claims, if any, against Licenser with respect to third party property or liability claims and claims regarding Licensee's property or the property of any Licensee's agents, employees, contractors or invitees.

6. Design, Construction, Operation and Maintenance. Licenser's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licenser's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent live electrical current in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim against Licenser in this regard and releases Licenser with regard to any claim arising from such corrosion.** Cathodic protection and stray current corrosion control measures shall be made a part of the design and construction of the Permitted Improvement.

6.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroads operations.

6.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans ("the Plans") showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroads. No work shall commence until the Plans have been approved in writing by Licensor and Railroads.

6.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard on or near the Property. Licensee agrees to pay for any damages which may arise by reason of Licensee's use of the Property.

6.04. Licensee covenants and agrees to institute and maintain a continuous testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

6.05. Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty (60) days after the last date of construction work on the Property by Licensee or Licensee's contractor. Licensor and Licensee agree that Licensor will suffer damages in an amount currently not determinable by the Parties if "as-builts" are not timely provided by Licensee and it is impossible to determine in advance the amount of damages in these circumstances. Accordingly, the Parties agree, not as a penalty but as a measure of reasonable damages, that a fee of \$500 per month (prorated as applicable) until "as-builts" are provided represents reasonable compensation for Licensor's actual damages suffered in lieu of timely receiving "as-builts" from Licensee as required herein.

7. License Without Warranty. Licensor makes no representations as to the suitability of the Property for any particular purpose. The Property is available for Licensee's use on a "as is, where is and with all faults" basis. Licensor makes no warranties whatsoever, including by example and not limitation, regarding subsurface or aerial installations on or near the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers or any information (if any) provided by Licensor.

8. Governmental Approvals. Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all federal, state or local agencies required to carry on any activity permitted herein.

9. Licensor's Standard Contract and Insurance.

9.01 No work on the Property shall be commenced by Licensee or any contractor for Licensee ("Contractor") until Licensee or Contractor shall have executed Licensor's Construction Agreement and Contractor's Right of Entry covering such work, and furnished then current insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

9.02 Licensee shall procure and maintain at its sole cost and expense, Commercial General Liability Insurance with a per occurrence limit of liability of no less than \$2,000,000 naming Dallas Area Rapid Transit as an additional insured for ongoing and completed operations without any qualifications or restrictions. Dallas Area Rapid Transit must be given thirty (30) days prior written notice of any proposed cancellation or modification. The policy shall be endorsed waiving the issuing insurance company's rights of recovery against DART whether by way of subrogation or otherwise. Licensee's insurance shall be primary coverage in all instances.

10. Duty of Care in Construction. Licensee and the Contractor shall use diligent care during the Term to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property. If the Licensee or its Contractor causes damage to the Property or to any adjacent property the Licensee shall or shall cause the Contractor to immediately replace or repair the damage at no cost or expense to Licensor. If Licensee fails or refuses to make or effect any such repair or replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensor upon written demand.

11. Environmental Protection.

11.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

11.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its contractors.

11.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

11.04. Licensee shall indemnify, defend and hold Licensor and Railroads harmless against all cost of environmental clean up to the Property required by or resulting from Licensee's use of the Property under this License.

12. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

13. Maintenance of Completed Improvements. The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all costs incurred by Licensor upon written demand by Licensor.

14. Future Use by Licensor.

14.01. This License is granted expressly subject and subordinate to the right of Licensor to use the Property for any purpose whatsoever.

14.02. In the event that Licensor shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licensor's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licensor's or Licensor's assigns use of the Property. In this regard, Licensor may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licensor shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation within one hundred and eighty (180) days after a relocation notice is provided to Licensee by Licensor.

15. **Relocation Benefits.** The Parties hereto agree that the construction of the Permitted Improvement on the Property will be subsequent to the acquisition of the Property by Licensor and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits. All costs associated with any relocation of the Permitted Improvements (and any other property of Licensee) shall be borne by Licensee.

16. **Duration of License.** This License shall terminate and be of no further force and effect in the event (a) Licensee shall discontinue or abandon the use of the Permitted Improvement for thirty (30) days or more; (b) Licensee shall relocate the Permitted Improvement from the Property; or (c) upon termination in accordance with the provisions of this License, whichever event first occurs.

17. **Compliance With Laws and Regulations.** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroads, or other applicable regulating bodies, and Licensee agrees to indemnify, defend and hold Licensor harmless from any failure to do so.

18. **INDEMNITY AND SHIFTING OF RISK. TO THE EXTENT ALLOWED BY LAW,** REGARDLESS OF FAULT OR OF ANY FAULT OR NEGLIGENCE OF LICENSOR, LICENSEE AGREES TO RELEASE, DEFEND AND INDEMNIFY DALLAS AREA RAPID TRANSIT AND ITS CONTRACTORS, EMPLOYEES AND AGENTS, AS WELL AS HERZOG TRANSIT SERVICES, INC., HERZOG TECHNOLOGIES, INC., AND RAILROAD (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL LOSS, DAMAGE, CLAIMS, COSTS, EXPENSES, INCLUDING ATTORNEY'S FEES, AND LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSONS AND LOSS OF OR DAMAGE TO ANY PROPERTY AND LOSS OF USE THEREOF, ARISING OUT OF, INCIDENT TO OR RESULTING FROM LICENSEE'S OR CONTRACTOR'S ENTRY ON THE PROPERTY OR ACTIVITY THEREON, INCLUDING ENTRY OR ACTIVITY BY LICENSEE'S EMPLOYEES, SUBCONTRACTORS, AGENTS OR INVITEES (COLLECTIVELY, TOGETHER WITH THE TERM LICENSEE, REFERRED TO HEREIN AS "LICENSEE PARTIES") OR ARISING FROM LICENSEE PARTIES' PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN THOUGH CAUSED IN WHOLE OR PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT) OF ONE OR MORE INDEMNITEES. IN THE EVENT ANY PART OF THE PROVISIONS OF THIS SECTION ARE DETERMINED BY STATUTORY AUTHORITY OR JUDICIAL DECISION TO BE VOID OR UNENFORCEABLE, THEN THIS SECTION SHALL NOT FAIL IN ITS ENTIRETY, BUT WILL BE ENFORCEABLE TO THE EXTENT PERMITTED BY LAW. FOR THE PURPOSES OF THIS SECTION, THE TERM "RAILROAD" SHALL INCLUDE ANY OTHER RAILROAD COMPANY USING THE PROPERTY WITH DART'S CONSENT AND LESSEE OF DART.

19. **Termination of License.** At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licensor, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licensor, at Licensee's sole expense.

20. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the rights hereby granted without the prior written consent of Licensor which Licensor is under no obligation to grant.

21. **Methods of Termination.** This License may be terminated:

21.01. By written agreement of the Parties; or

21.02. By either Party giving the other Party thirty (30) days written notice.

22. **Miscellaneous.**

22.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the Parties at the following addresses:

LICENSOR: Dallas Area Rapid Transit
 1401 Pacific Avenue
 Dallas, Texas 75202-7210
 ATTN: Railroad Management

LICENSEE: G&H Group, LLC
 75 Main Street
 Colleyville, Texas 76034

Either Party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

22.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie in Dallas County.

22.03 Attorney Fees. In the event that DART chooses to initiate legal proceedings to enforce any provisions of this License, upon prevailing DART shall be entitled to recover court costs and reasonable attorney fees from Licensee.

22.04. Entirety and Amendments. This License embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the Party against whom enforcement is sought.

22.05. Parties Bound. This License shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

22.06. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

22.07. No Joint Enterprise. The Parties do not intend that this License be construed as finding that the Parties have formed a joint enterprise. The purposes for which each Party has entered into this License are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the Parties hereto.

22.08. Counterparts. The Parties may execute this License in multiple originals and when taken together, those originals constitute a whole.

22.09. Third Party Beneficiaries. It is agreed between the Parties and deemed that there are no third party beneficiaries to this License.

22.10. Construction and Interpretation. This License shall not be construed against any Party due to drafting as both Parties have or are entitled to consult legal counsel.

22.11. Severability. If any provision of this License is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have signed and agreed to this License on the date last signed below.

LICENSOR:

DALLAS AREA RAPID TRANSIT

BY: Bonnie Murphy
BONNIE MURPHY
Vice President

Commuter Rail and Railroad Management

Date: 5/7/2020

LICENSEE:

G & H GROUP, LLC

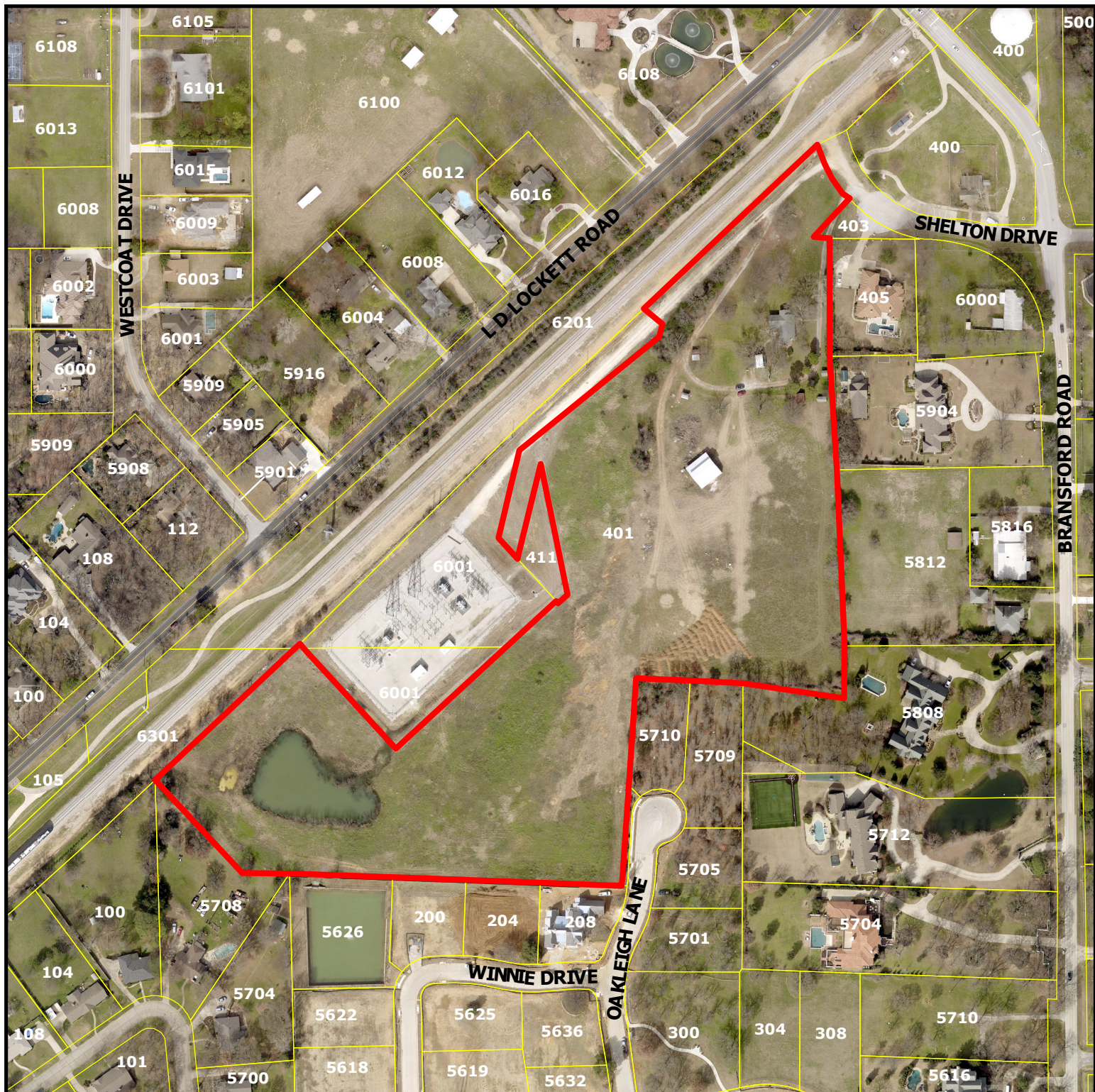
BY: Waguih Gairguis

Printed Name: WAGUIH Gairguis

Title: Manager/Member

Date: 4/27/2020

Aerial Map



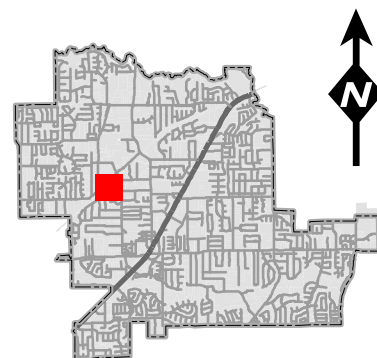
Zoning Map

401 Shelton Drive

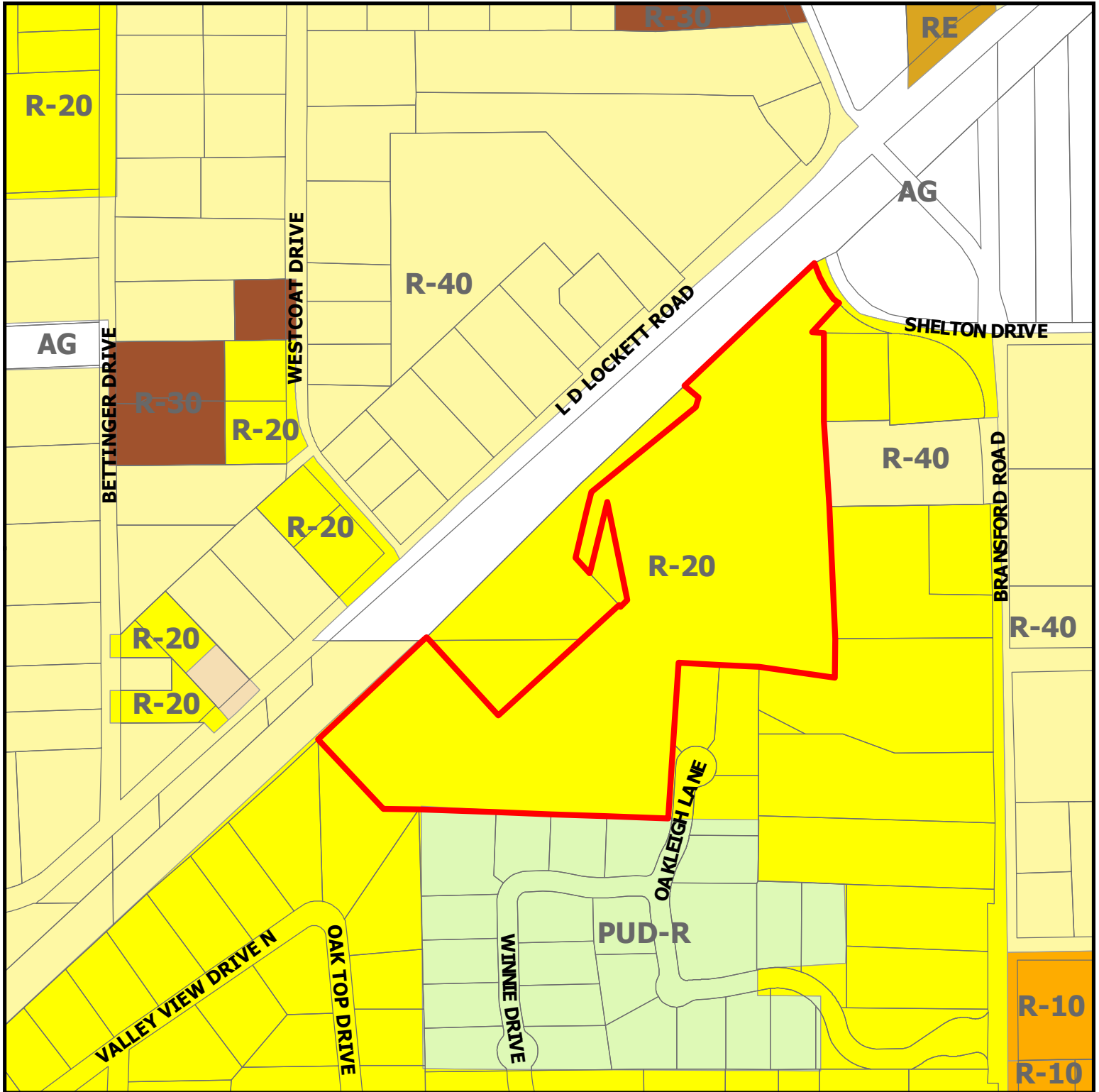
DISCLAIMER:
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Subject Property



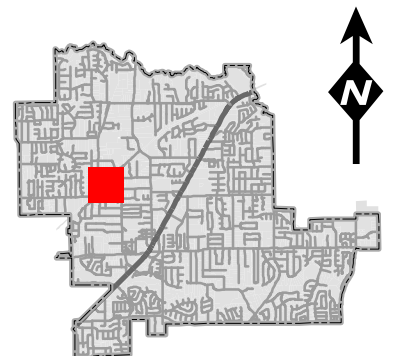
Zoning Map



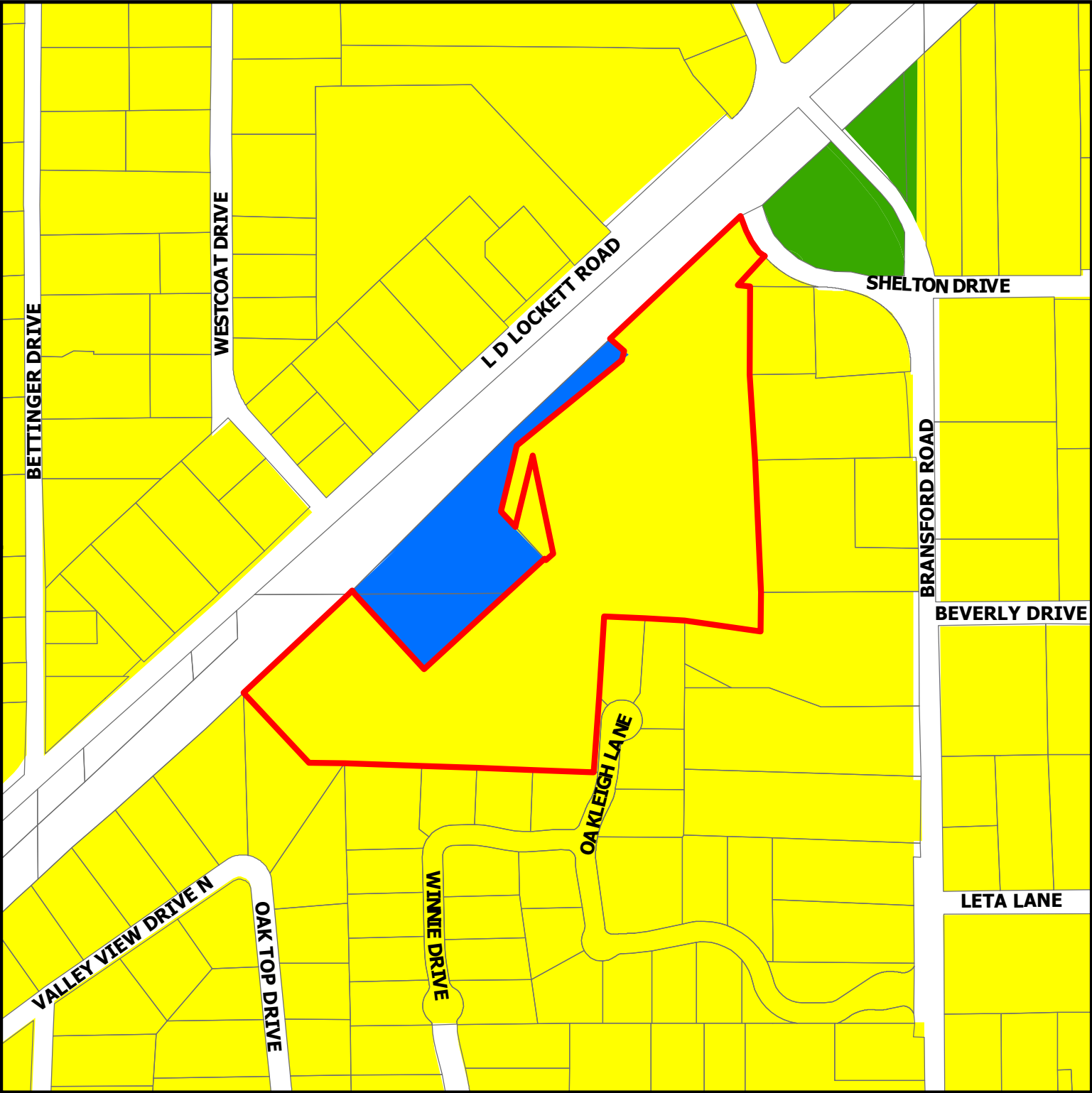
Zoning Map 401 Shelton Drive

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 Subject Property



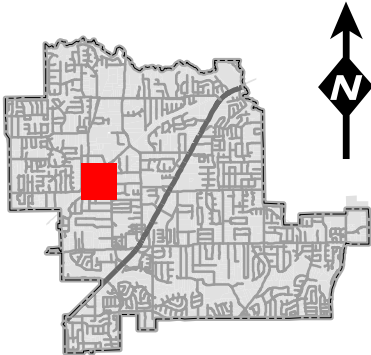
Future Land Use Map

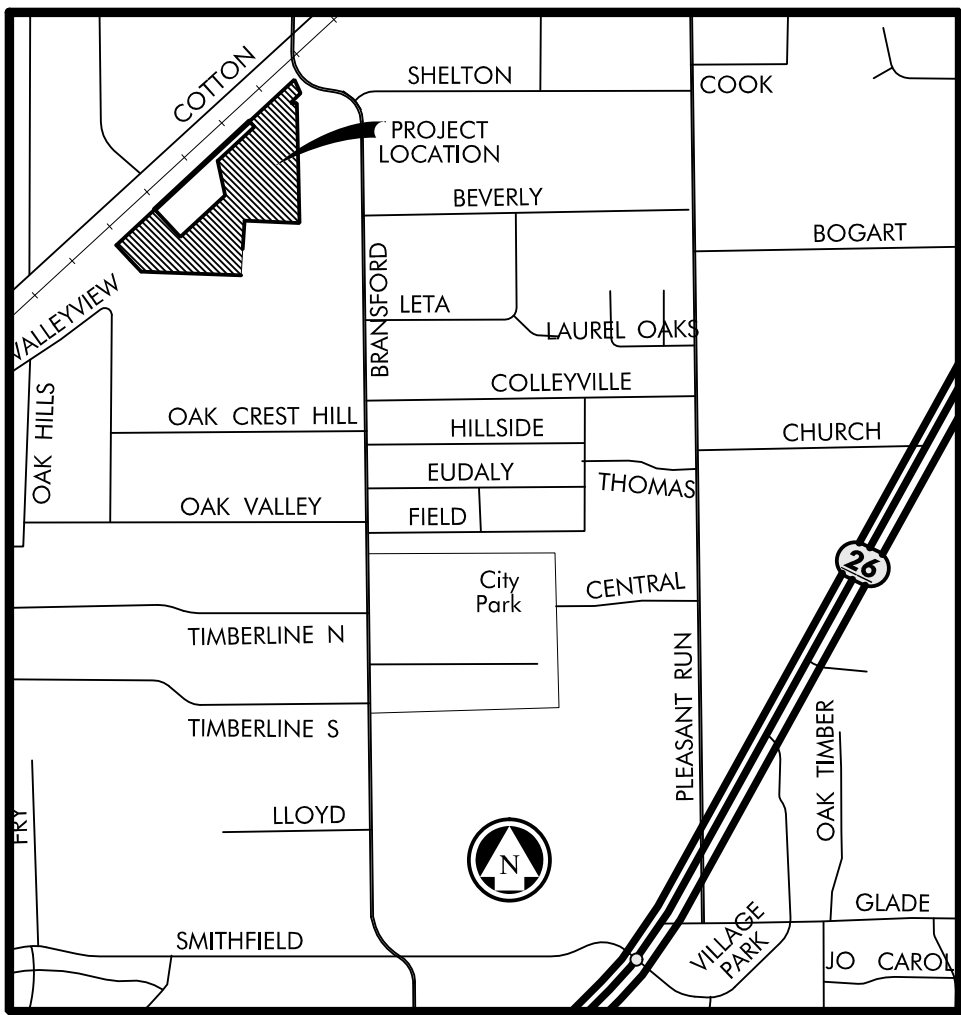


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Zoning Map 401 Shelton Drive

-  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	30.82	19°37'06"	100.00	15.56	S 01°15'00" W		30.87
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

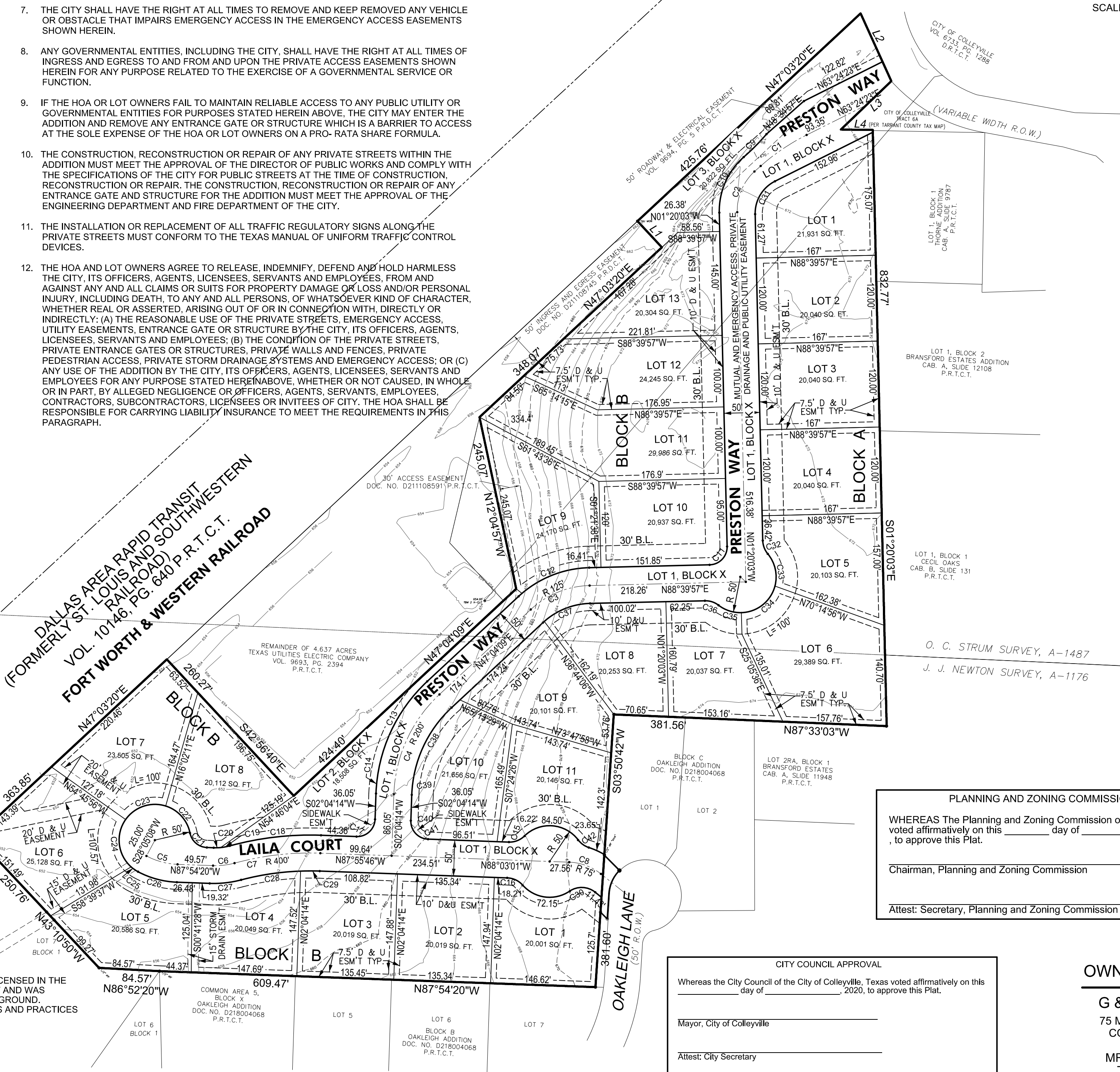
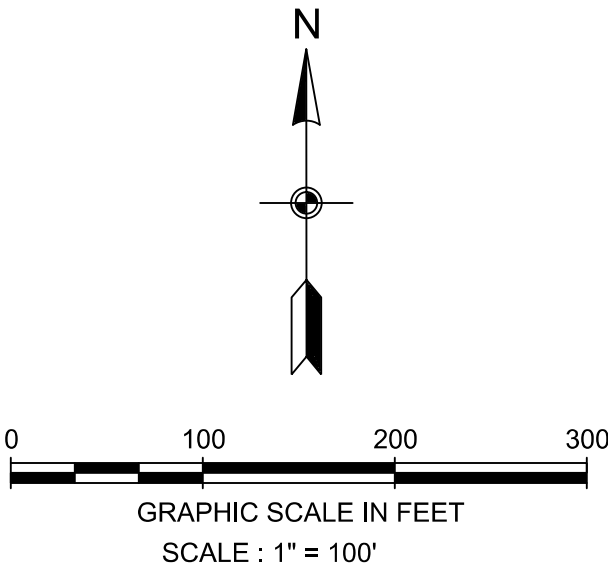
DATE

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 OR 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, 44.60 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 FEE SIMPLE 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: _____

PROJECT NO.	DATE	REVISIONS
190200	01N	
	EKK	
	DATE	12-03-2019

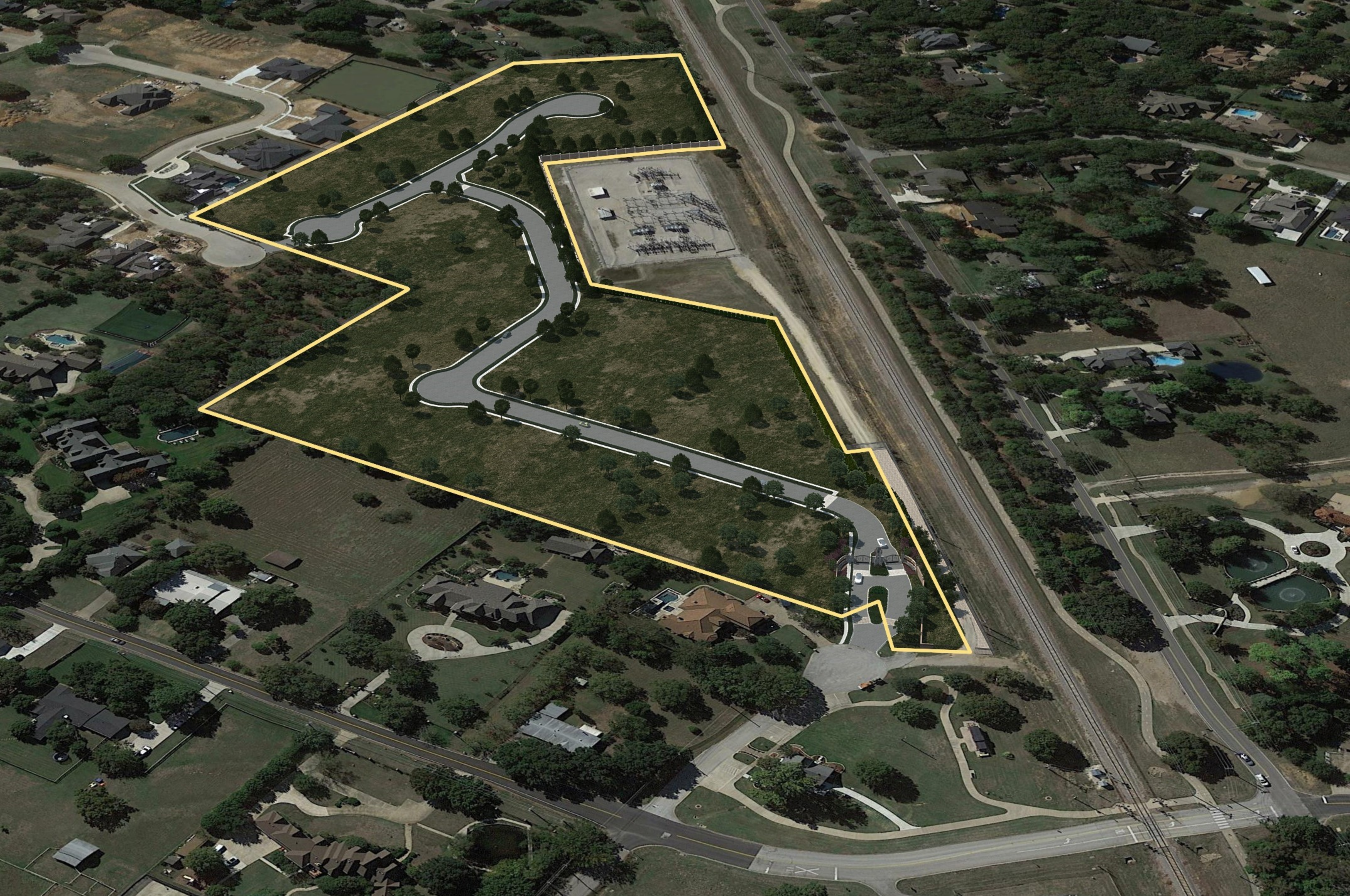
PRELIMINARY / FINAL PLAT
FOR
PRESTON MANOR ADDITION
24 RESIDENTIAL LOTS & 3 HOA LOTS

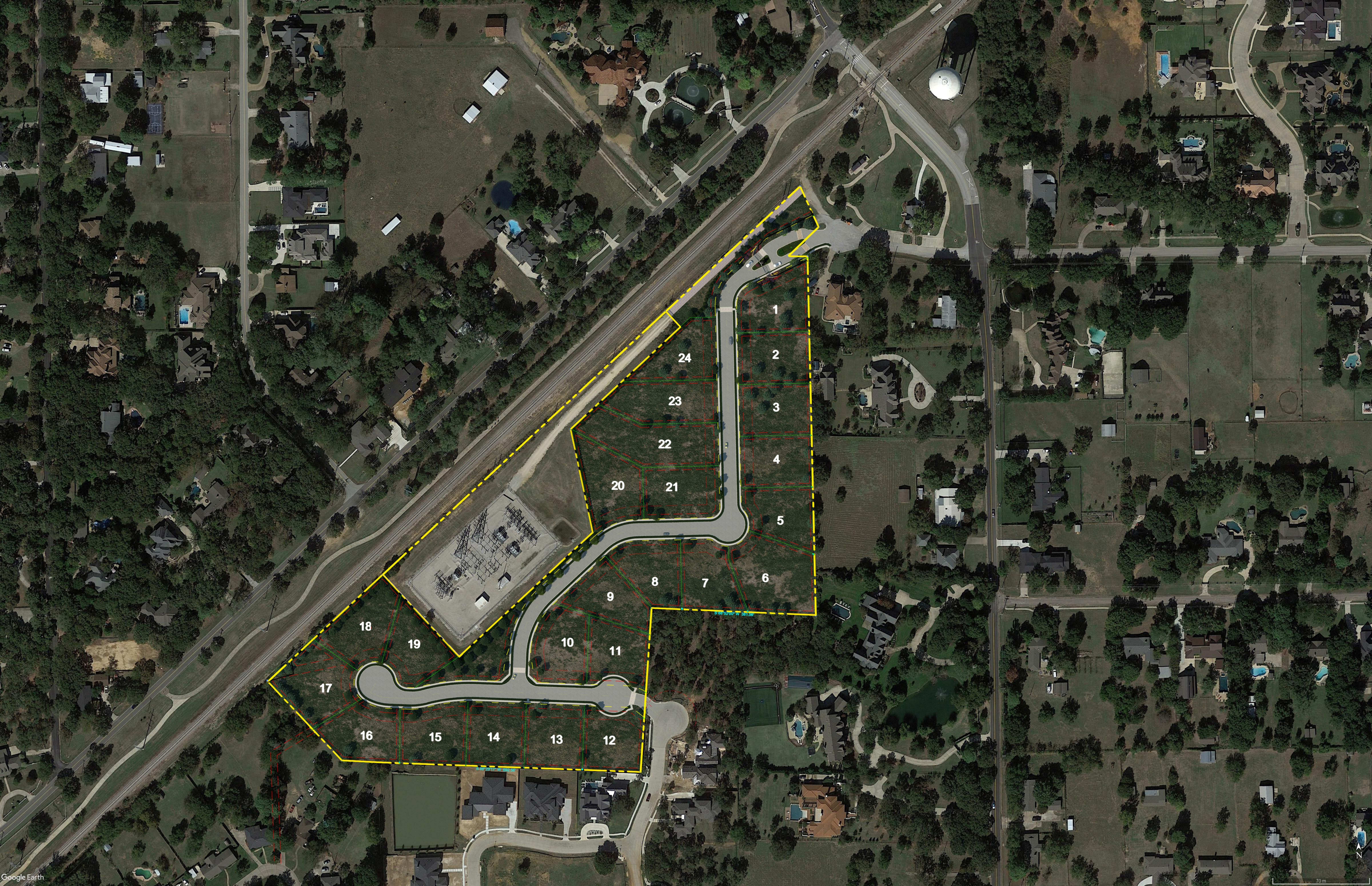
5000 Thompson Terrace
Colleyville, TX 76034
(817) 335-9900
FAX: (817) 335-9955

PC 20-001

SHEET 1 OF 1

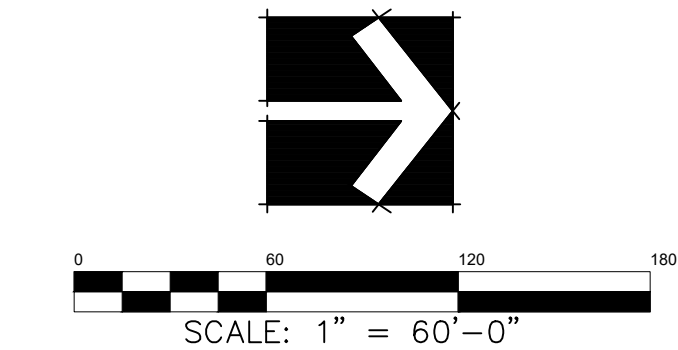








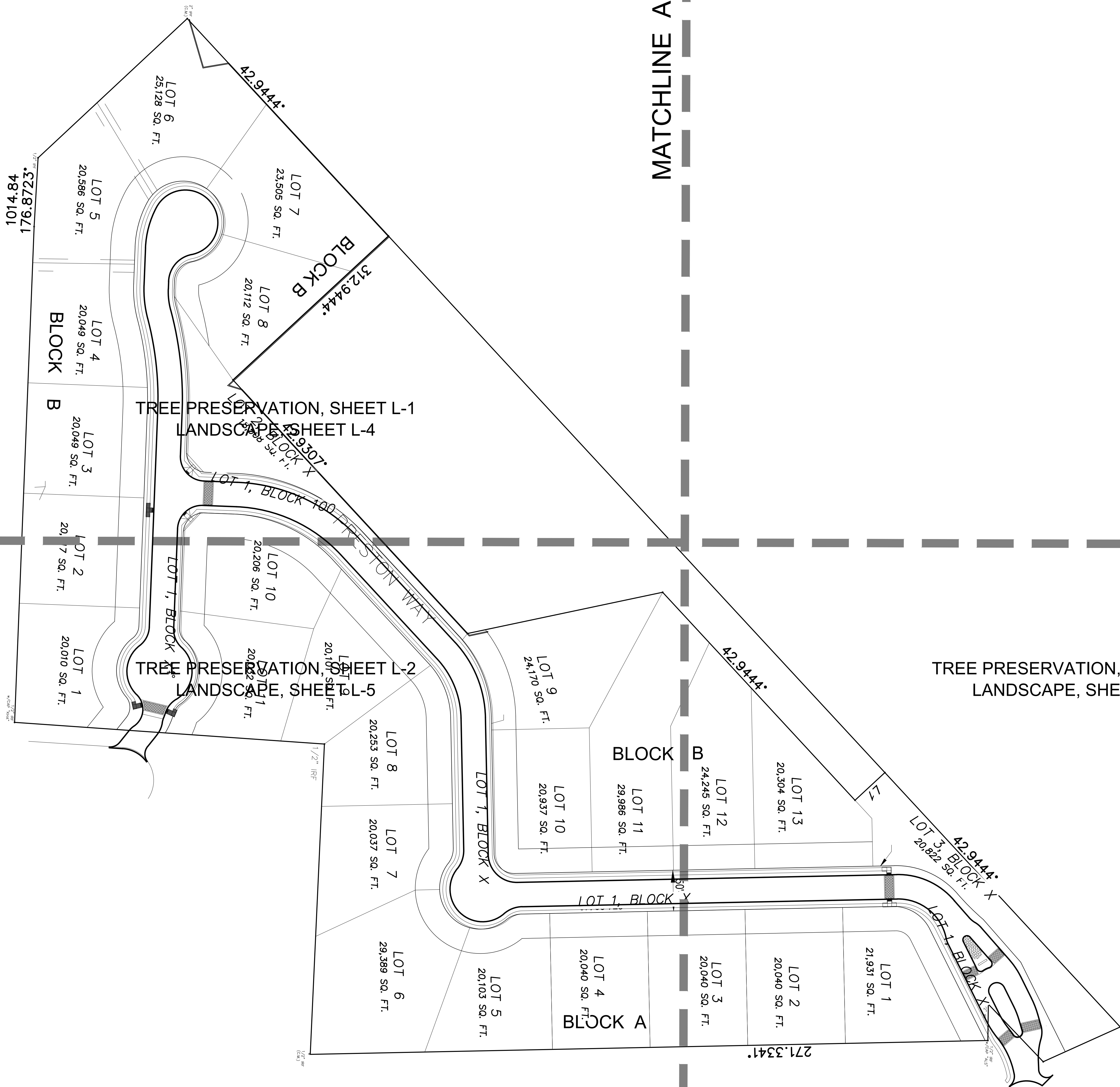




SHEET LEGEND

MATCHLINE A

MATCHLINE B

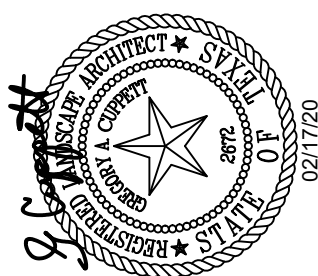




REF SHEET L-3 FOR TREE MITIGATION CHART

MATCHLINE A

OF 10



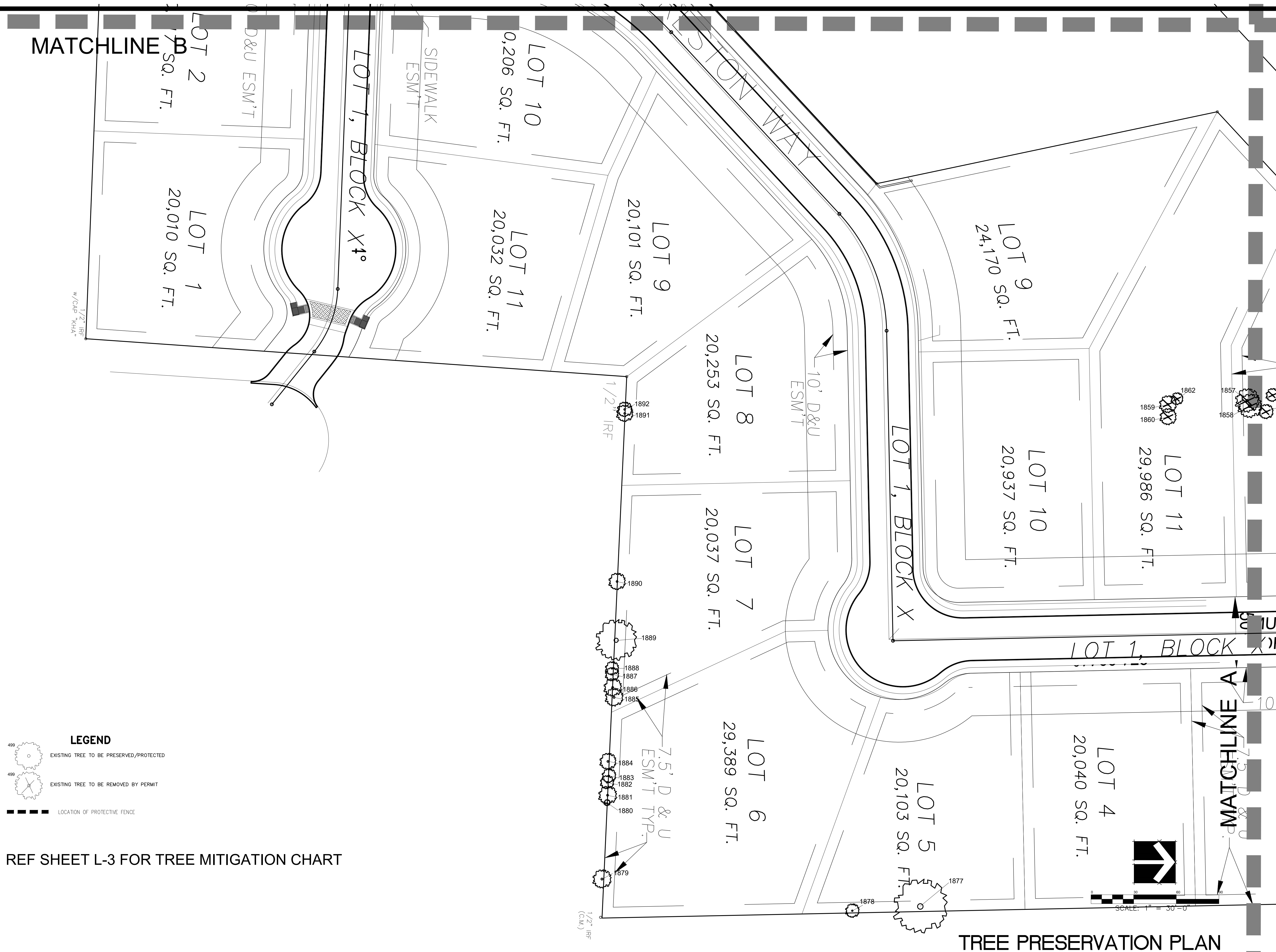
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREG CURETT, LANDSCAPE ARCHITECT REGISTRATION NUMBER 2072 ON 02/17/2024, WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE IS NOT A SUBSTITUTE FOR THE ORIGINAL DRAWING. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE 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



MATCHLINE B

Table 2: Tree Calculations (from data in Table 2)		
*All values are in square feet unless otherwise noted		
		Totals
Lot or Project Area		684,218
Total Protected Tree Canopy	11.4%	78,013
Protected Tree Canopy in Exempt Areas		10,733
Required Canopy Preservation	70%	54,609
Preserved Non-Exempt Canopy		55,691
Preserved Exempt Tree Canopy		0
Total Preservation Credit	71%	55,691
DBH Removed (all non-exempt/in.)		277
DBH Removed (Heritage/in.)		99
Mitigation Planting Required (in.)		572
Mitigation Payment Required		\$0.00
Violation Planting Required (in.)		0
Violation Payment Required		\$0.00
Tree Preservation Deficit		0
(lowest that will round up to whole %)		

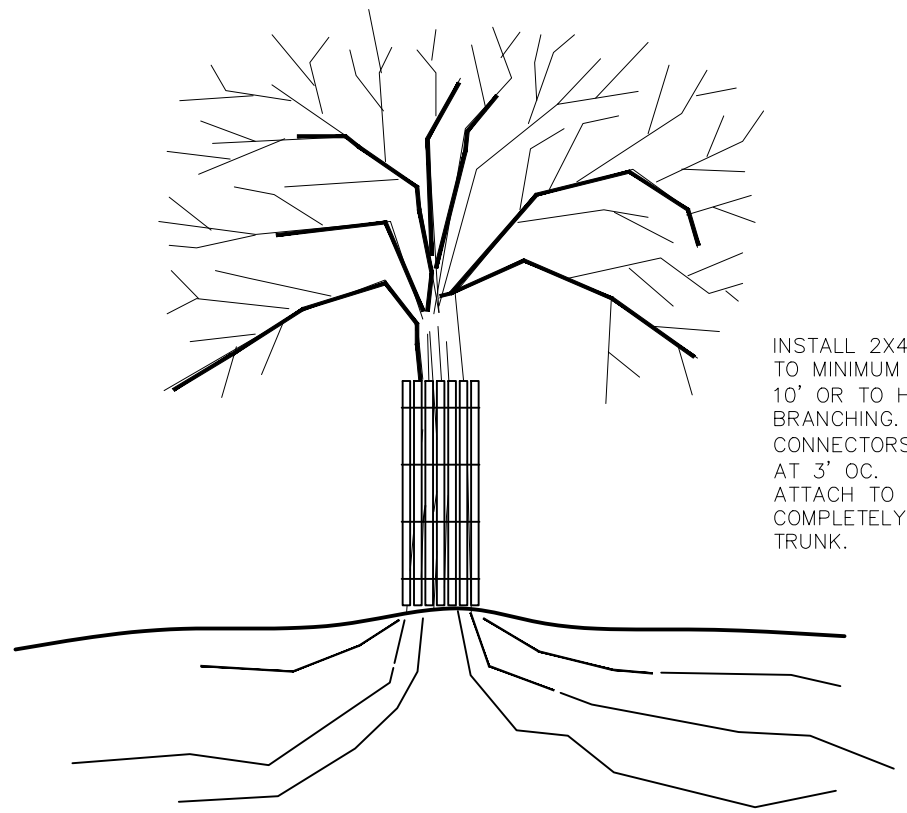
CODES FOR TABLE 1 (not case sensitive)		
Columns:	Applicable Action or Status	Enter Code
Preservation Status	Preserved trees:	PRES
	Removed trees:	REM
	illegally removed/damaged:	ILREM
Heritage Trees	Heritage trees - see chart (one trunk dbh)	HERITAGE
Exclusions	Utility easement - (new installation only)	UE
	Trees in street ROW (or private street lot)	ROW
	Dead/Declining/Hazard trees	DDH
	Non-protected trees	NON-P
	Residential Setback Envelope	RSE
	Commercial Building Footprint (+5ft)	CBF
	Off-site (not in same permit OR property)	OFFSITE
Tree Mitigation	Mitigate by planting	PLANT
	Mitigate by payment	PAY
Penalty (For City Use Only)	Mitigate by planting	PLANT
	Mitigate by payment	PAY

572" OF MITIGATION REQUIRED
766" OF MITIGATION PROVIDED
24 LOTS x 4 TREES (4" CAL.) = 384"
82 TREES (3" CAL.) = 246"
34 TREES (4" CAL.) = 136"

LEGEND

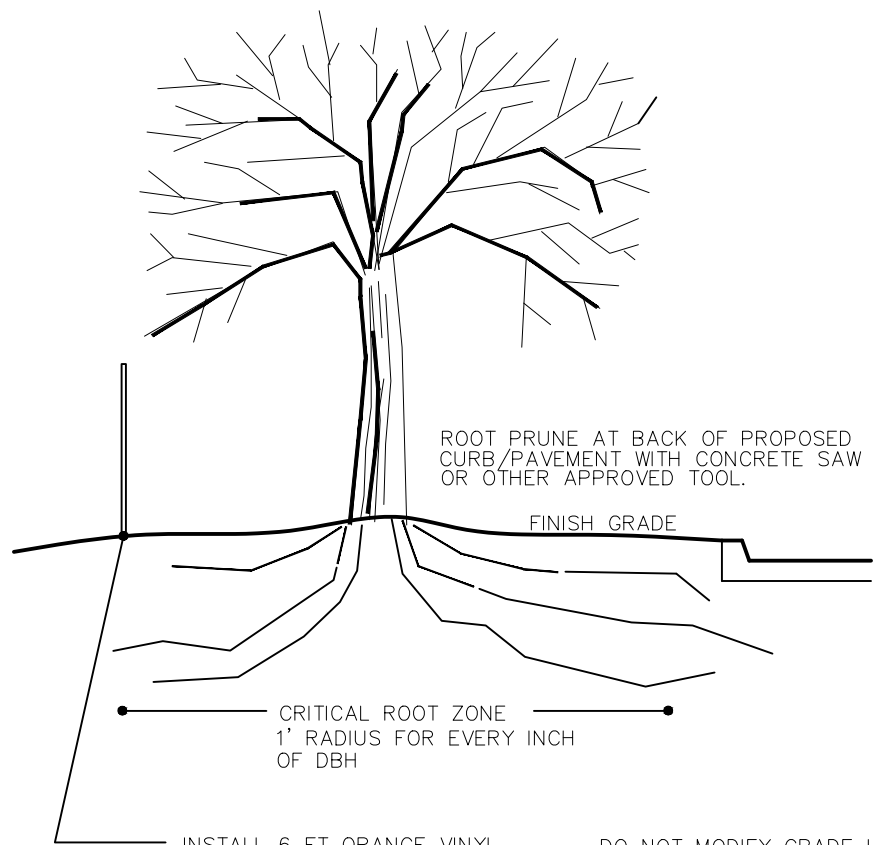
- EXISTING TREE TO BE PRESERVED/PROTECTED
- EXISTING TREE TO BE REMOVED BY PERMIT
- LOCATION OF PROTECTIVE FENCE

Tree #	Common name or species	DBH (in)	Canopy Area (ft ²)	Preservation Status	Heritage Tree	Exclusions	Tree Mitigation	Penalty	Comments (ex. list multi-trunk measurements)
1801	Post Oak	16	804	REM	HERITAGE	ROW	PLANT		
1802	Post Oak	18	1,017	REM	HERITAGE	ROW	PLANT		
1803	Post Oak	10	314	REM		ROW			
1804	Post Oak	7	154	REM		ROW			
1805	Post Oak	10	314	REM		ROW			
1806	Post Oak	8	201	REM		ROW			
1807	Post Oak	10	314	REM		ROW			
1808	Post Oak	8	201	REM		ROW			
1809	Post Oak	18	1,017	REM	HERITAGE	ROW	PLANT		
1810	Post Oak	14	615	REM		ROW			
1811	Post Oak	8	201	REM		ROW			
1812	Pecan	6	113	REM					
1813	Post Oak	18	1,017	REM	HERITAGE		PLANT		
1814	Post Oak	16	804	REM	HERITAGE		PLANT		
1815	Crape Myrtle	4	50	PRES		NON-P			
1816	Post Oak	15	707	REM	HERITAGE		PLANT		
1817	Post Oak	27	2,289	PRES	HERITAGE				
1818	Elm	30	2,826	PRES	HERITAGE				
1819	Cottonwood	30	2,826	PRES					
1820	Pine	6	113	PRES					
1821	Hackberry	42	5,539	PRES	HERITAGE				
1822	Pecan	18	1,017	PRES					
1823	Post Oak	8	201	REM			PLANT		
1824	Pine	12	452	REM			PLANT		
1825	Pine	8	201	REM			PLANT		
1826	Ash	8	201	PRES					
1827	Ligustrum	4	50	PRES					
1828	Ligustrum	4	50	PRES					
1829	Crape Myrtle	6	113	PRES					
1830	Pine	13	531	PRES					
1831	Post Oak	17	927	PRES	HERITAGE				
1832	Pine	7	154	PRES					
1833	Pine	16	804	PRES					
1834	Elm	20	1,256	REM			PLANT		
1835	Maple	12	452	REM			PLANT		
1836	Sweetgum	24	1,809	PRES					
1837	Post Oak	16	1,017	REM	HERITAGE		PLANT		
1838	Post Oak	18	804	REM	HERITAGE		PLANT		
1839	Cottonwood	33	3,419	PRES					
1840	Pecan	19	1,134	PRES					
1841	Pecan	24	1,809	REM		ROW			
1842	Post Oak	24	1,809	REM	HERITAGE	ROW	PLANT		
1843	Post Oak	25	1,963	REM	HERITAGE	ROW	PLANT		
1844	Post Oak	12	452	REM			PLANT		
1845	Post Oak	8	201	REM			PLANT		
1846	Post Oak	10	314	REM			PLANT		
1847	Post Oak	13	531	PRES					
1848	Post Oak	10	314	PRES					
1849	Post Oak	10	314	PRES					
1850	Post Oak	12	452	PRES					
1851	Post Oak	12	452	PRES					
1852	Post Oak	7	154	PRES					
1853	Post Oak	11	380	REM			PLANT		
1854	Post Oak	12	452	REM			PLANT		
1855	Post Oak	9	254	REM			PLANT		
1856	Post Oak	9	254	REM			PLANT		
1857	Post Oak	15	707	REM			PLANT		
1858	Post Oak	16	804	REM	HERITAGE		PLANT		
1859	Post Oak	11	380	REM			PLANT		
1860	Post Oak	9	254	REM			PLANT		
1861	Post Oak	10	314	PRES					
1862	Cedar	6	113	REM			PLANT		
1862a	Post Oak	9	254	PRES					
1862b	Post Oak	10	314	PRES					
1863	Post Oak	6	113	PRES					
1864	Post Oak	12	452	PRES					
1865	Post Oak	16	804	PRES	HERITAGE				
1866	Cedar	4	50	PRES					
1867	Post Oak	4	50	PRES					
1868	Post Oak	6	113	PRES					
1869	Post Oak	6	113	PRES					
1870	Post Oak	6	113	PRES					
1870a	Post Oak	5	79	PRES					
1871	Post Oak	9	254	PRES					
1872	Post Oak	9	254	PRES					
1873	Post Oak	12	452	PRES					
1874	Post Oak	15	707	PRES					
1875	Post Oak	8	201	PRES					
1876	Hackberry	8	201	PRES					
1877	Post Oak	36	4,089	PRES	HERITAGE				
1878	Hackberry	9	254	PRES					
1879	Post Oak	12	452	PRES					
1880	Post Oak	4	50	PRES					
1881	Post Oak	12	452	PRES					
1882	Post Oak	9	254	PRES					
1883	Post Oak	9	254	PRES					
1884	Post Oak	11	380	PRES					
1885	Post Oak	12	452	PRES					
1886	Post Oak	12	452	PRES					
1887	Post Oak	9	254	PRES					
1888	Post Oak	9	254	PRES					
1889	Cedar	27	2,289	PRES	HERITAGE				
1890	Post Oak	11	380	PRES					
1891	Post Oak	11	380	PRES					
1892	Post Oak	10	314	PRES					
1893	Post Oak	14	615	PRES					
1894	Post Oak	14	615	PRES					
1895	Post Oak	12	452	PRES					
1896	Post Oak	7	154	PRES					
1897	Post Oak	11	380	PRES					
1898	Post Oak	13	531	PRES					
1899	Post Oak	12	452	PRES					
1900	Post Oak	12	452	PRES					
1901	Post Oak	15	707	PRES					
1902	Post Oak	17	907	PRES	HERITAGE				
1903	Cedar	14	615	PRES					
1904	Post Oak	24	1,809	PRES	HERITAGE				
1905	Post Oak	10	314	PRES					
1906	Post Oak	8	201	PRES					
1907	Post Oak	12	452	PRES					
1908	Post Oak	13	531	PRES					
1909	Post Oak	11	380	PRES					
1910	Post Oak	14	615	PRES					
1911	Post Oak	18	1,017	PRES	HERITAGE				
1912	Post Oak	7	154	PRES					
1913	Post Oak	12	452	PRES					
1914	Post Oak	12	452	PRES					
1915	Post Oak	6	113	PRES					
1916	Post Oak	6	113	PRES					
1917	Post Oak	6	113	PRES					
1918	Post Oak	10	314	PRES					
1919	Post Oak	11	380	PRES					
1920	Post Oak	4	50	PRES					
1921	Post Oak	4	50	PRES					
1922	Post Oak	11	380	PRES					



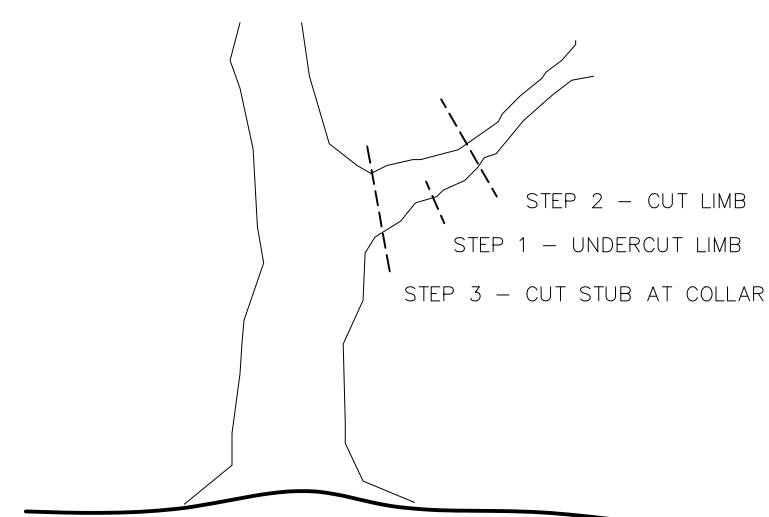
BARK PROTECTION

SCALE: NONE



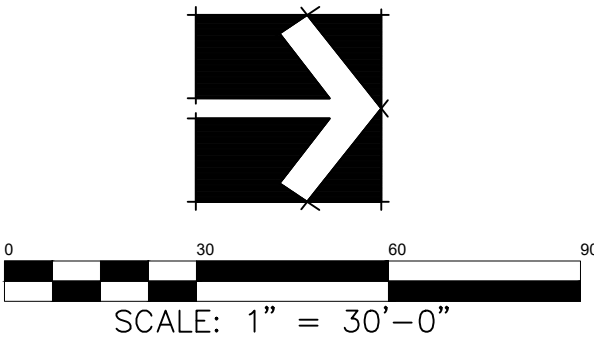
TREE PROTECTION FENCING/PRUNING

SCALE: NONE



TREE PRUNING

SCALE: NONE



TREE PRESERVATION PLAN

Date FEB 17, 2020
Drawn By RKR
Checked By GAC
Revisions

JAIN CUPPETT ARCHITECTS, LLC
3035 N. COLEMAN BLVD., SUITE 200
NORTH TARRANT, TX 76162-7851
817-478-0730
FAX: 817-478-0731
WWW.JCARCHITECTS.COM



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PRESTON MANOR
401 SHELTON
COLLEEVILLE, TX

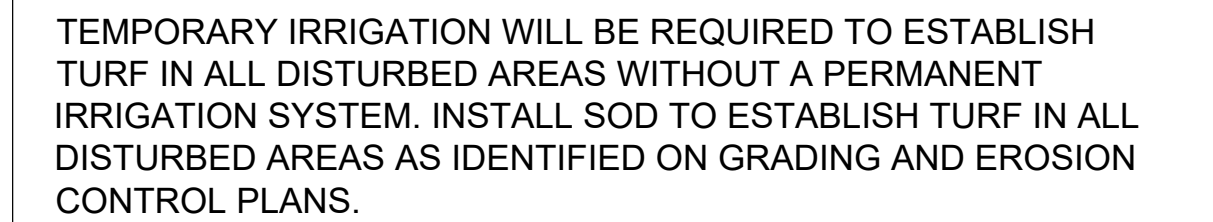
Sheet No.

L-3

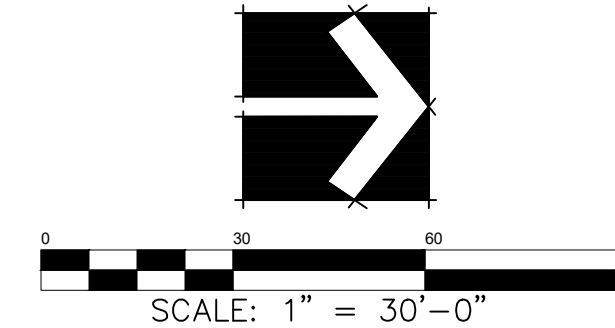
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4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
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7. MAINTAIN/PROTECT 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-FR 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.
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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 & 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.

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BEFORE
YOU DIG...



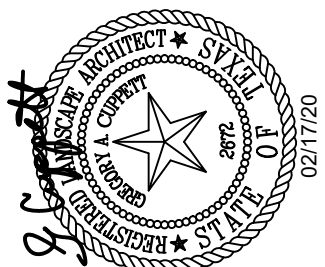
REF SHEET L-6 FOR PLANT LEGEND AND PLANTING NOTES



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	

MATCHLINE A

 **FAIN • CUPPETT**
LANDSCAPE ARCHITECTS, LLC
4233 Mid Cities Blvd., Suite B
North Richland Hills, TX 76182-4761
817-479-0730
PLANS AND OPEN SPACE PLANNING • LANDSCAPE ARCHITECTURE • REGULATION DESIGN



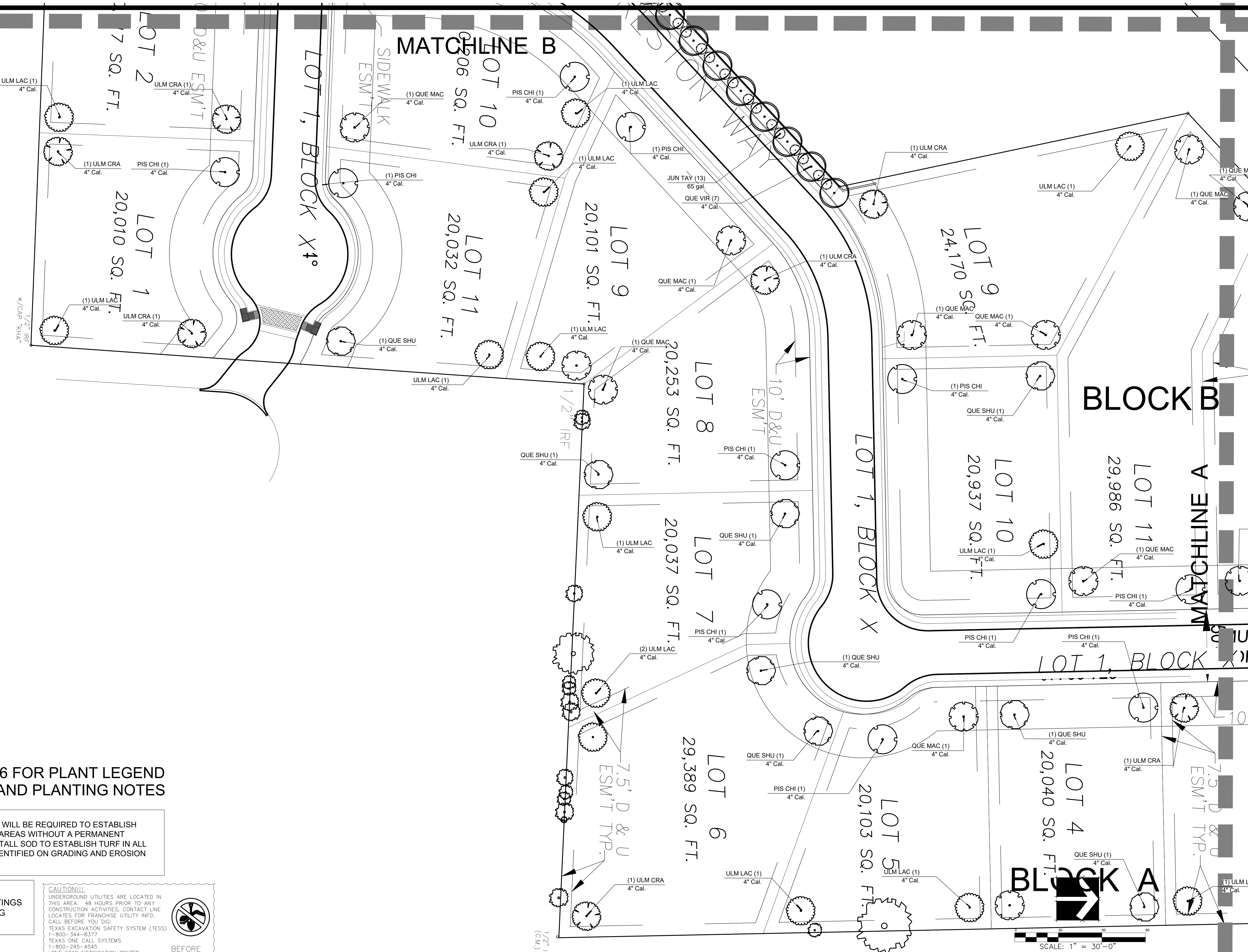
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PRESTON MANOR
401 SHELTON
COLLEYVILLE, TX

Sheet No.

L-4

OF 10



REF SHEET L-6 FOR PLANT LEGEND
AND PLANTING NOTES

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...

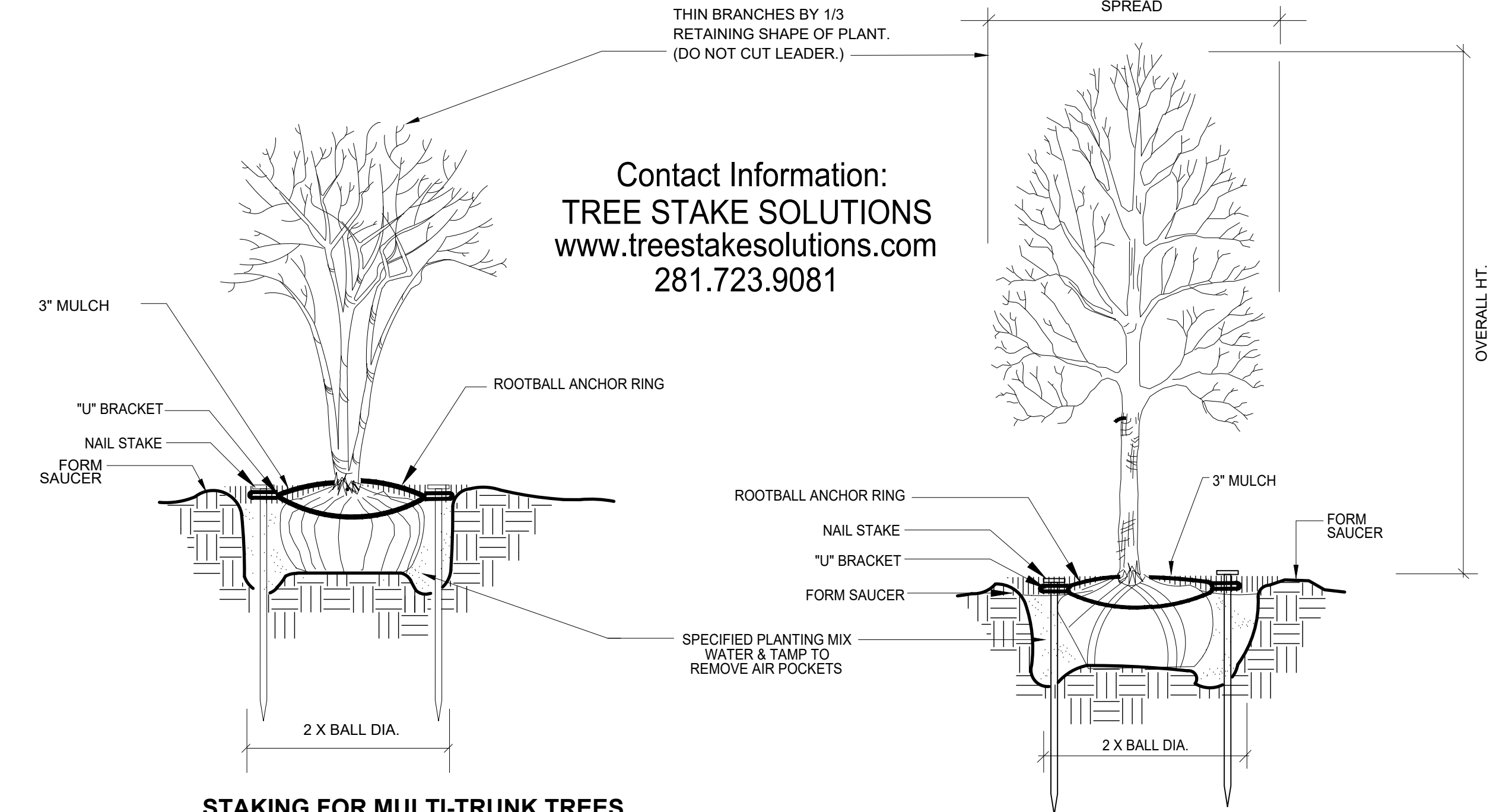
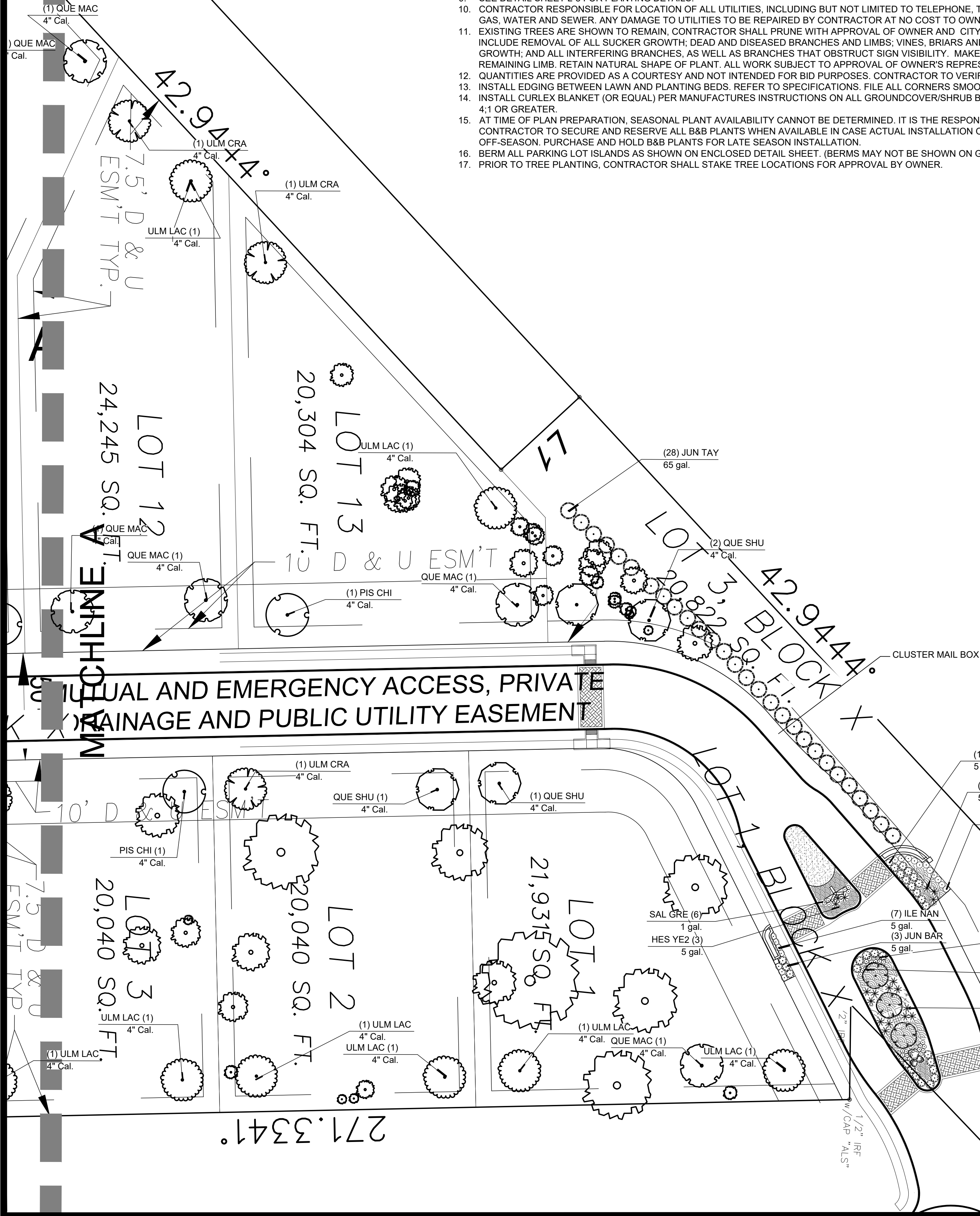
LANDSCAPE PLAN

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MATCHLINE B

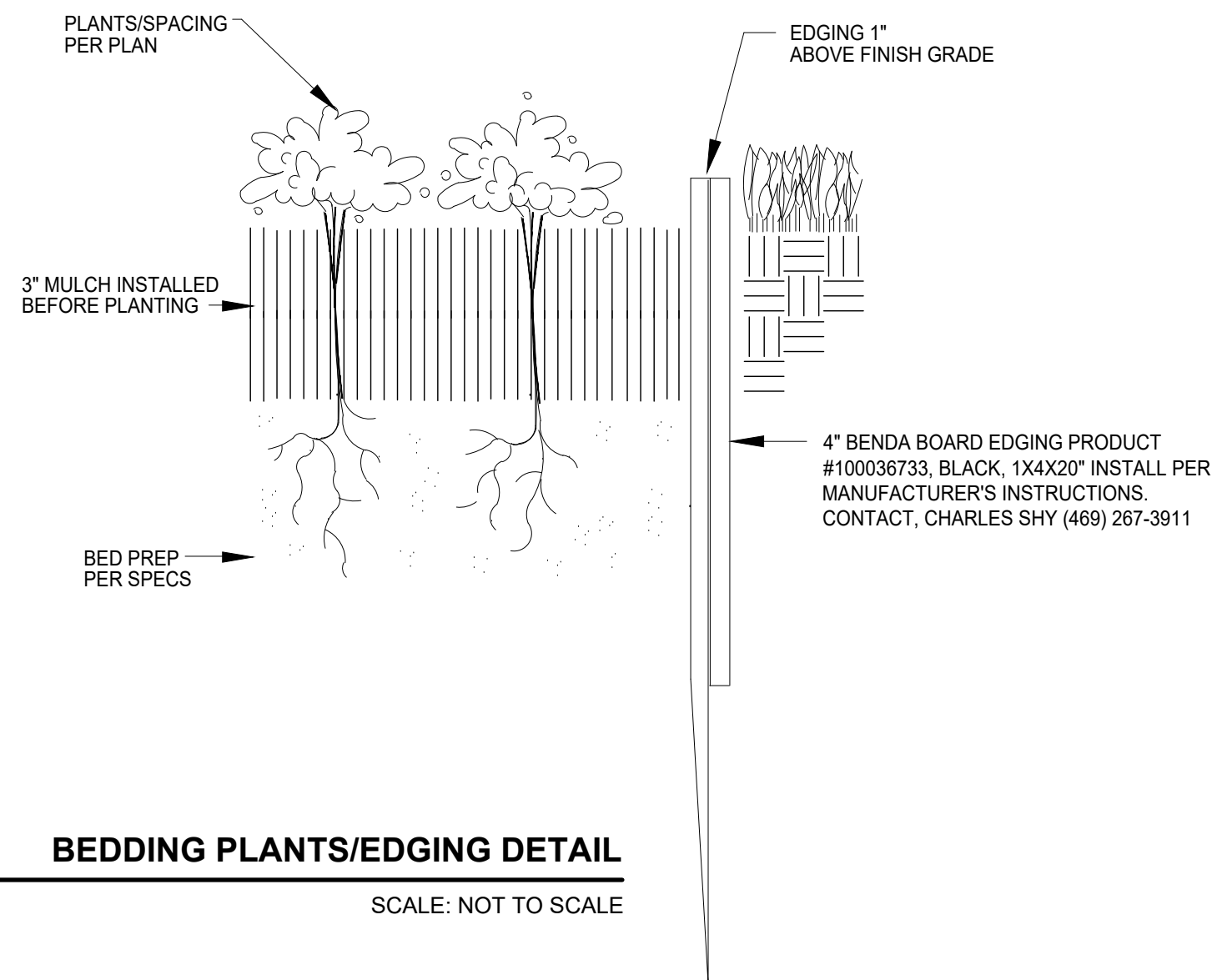
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STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE

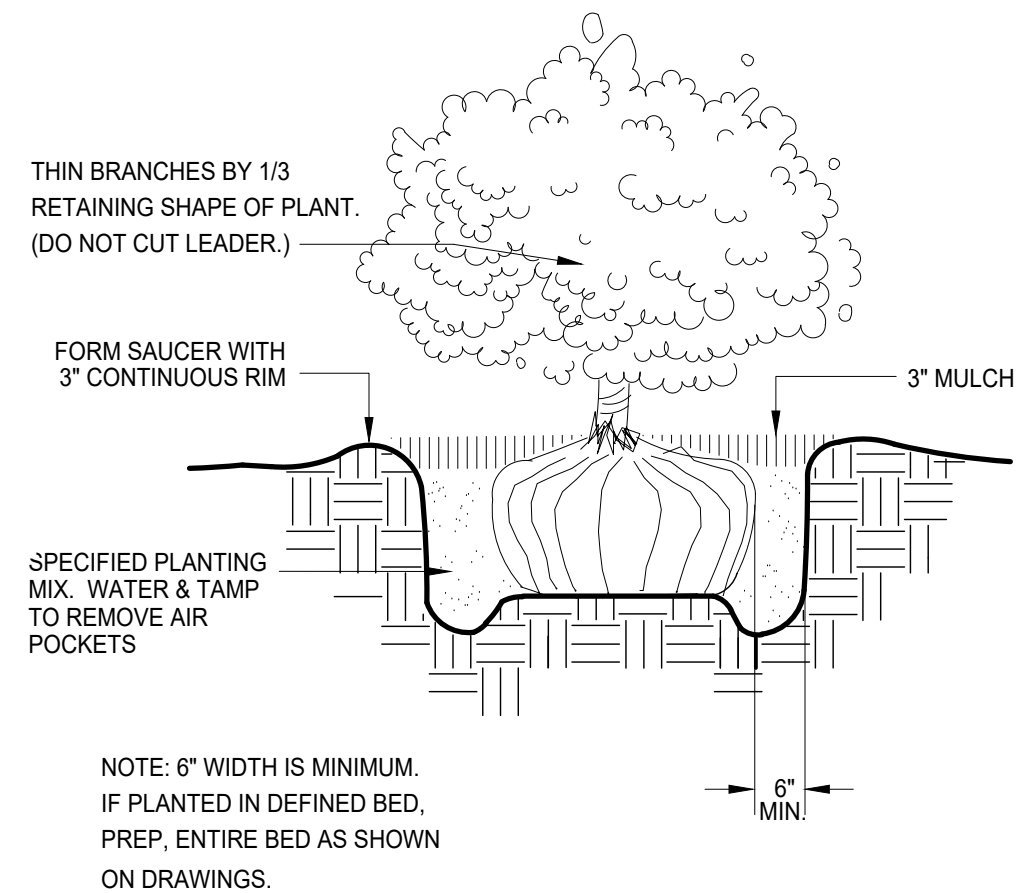


BEDDING PLANTS/EDGING DETAIL

SCALE: NOT TO SCALE

TREE PLANTING OVER 2" CALIPER

SCALE: NOT TO SCALE



SHRUB PLANTING

SCALE: NOT TO SCALE

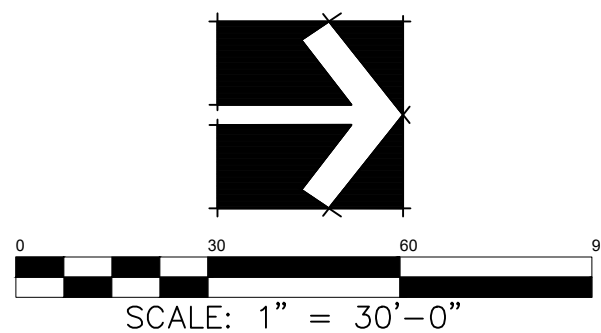
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LONE STAR NOTIFICATION CENTER 1-800-669-8344 EXT. 5



BEFORE YOU DIG...

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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
8335 MID COLUMBIA BLVD, SUITE 100
NORTH COLLEYSVILLE, TX 78728-2781
817-479-0730
PHONE AND OFFICE HOURS: 9:00AM - 5:00PM MONDAY - FRIDAY



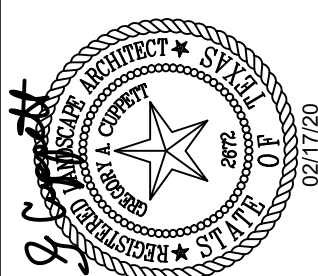
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PRESTON MANOR
401 SHELTON
COLLEYSVILLE, TX

Sheet No.

L-6

OF 10



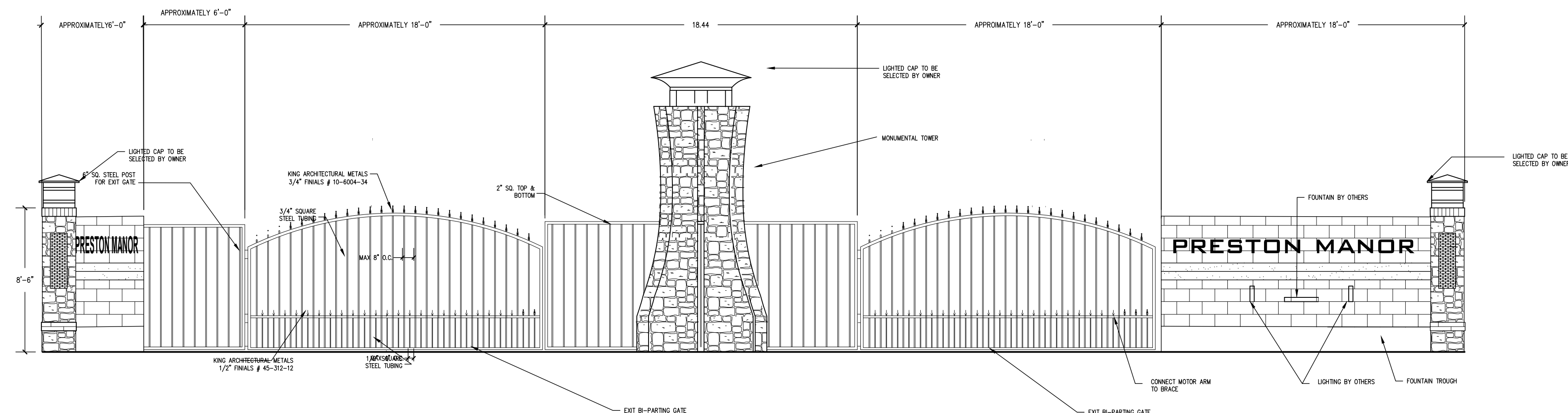
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PRESTON MANOR
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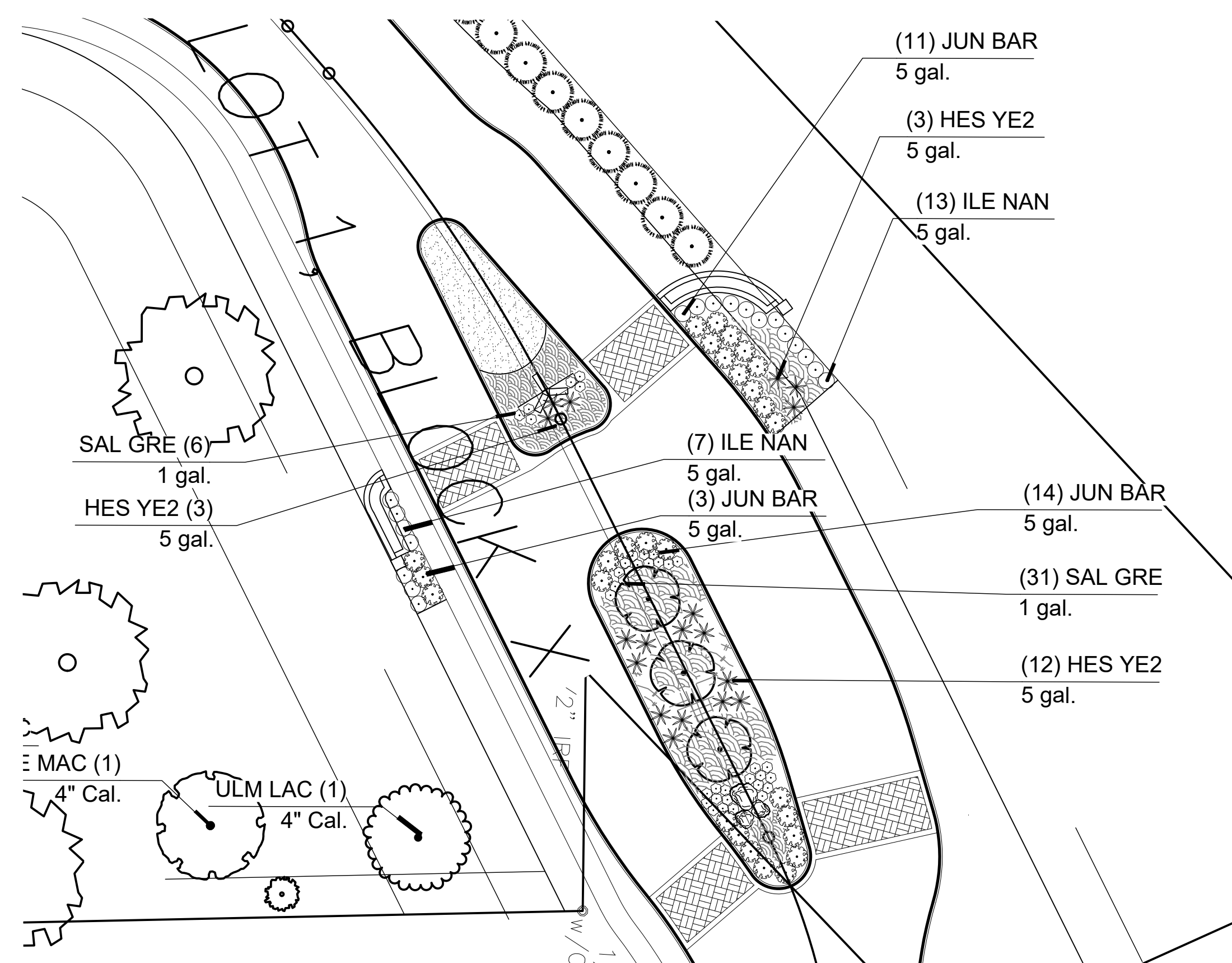
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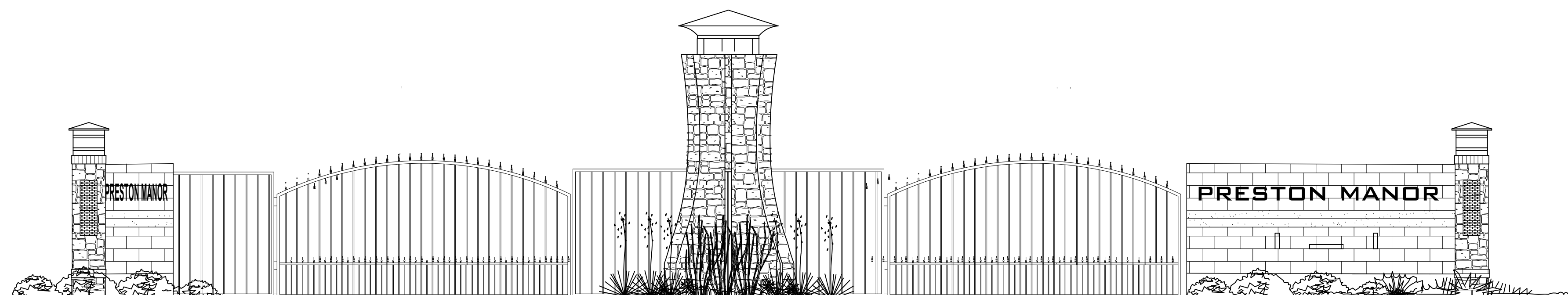
OF 10



SCALE: NOT TO SCALE



PLANT SCHEDULE

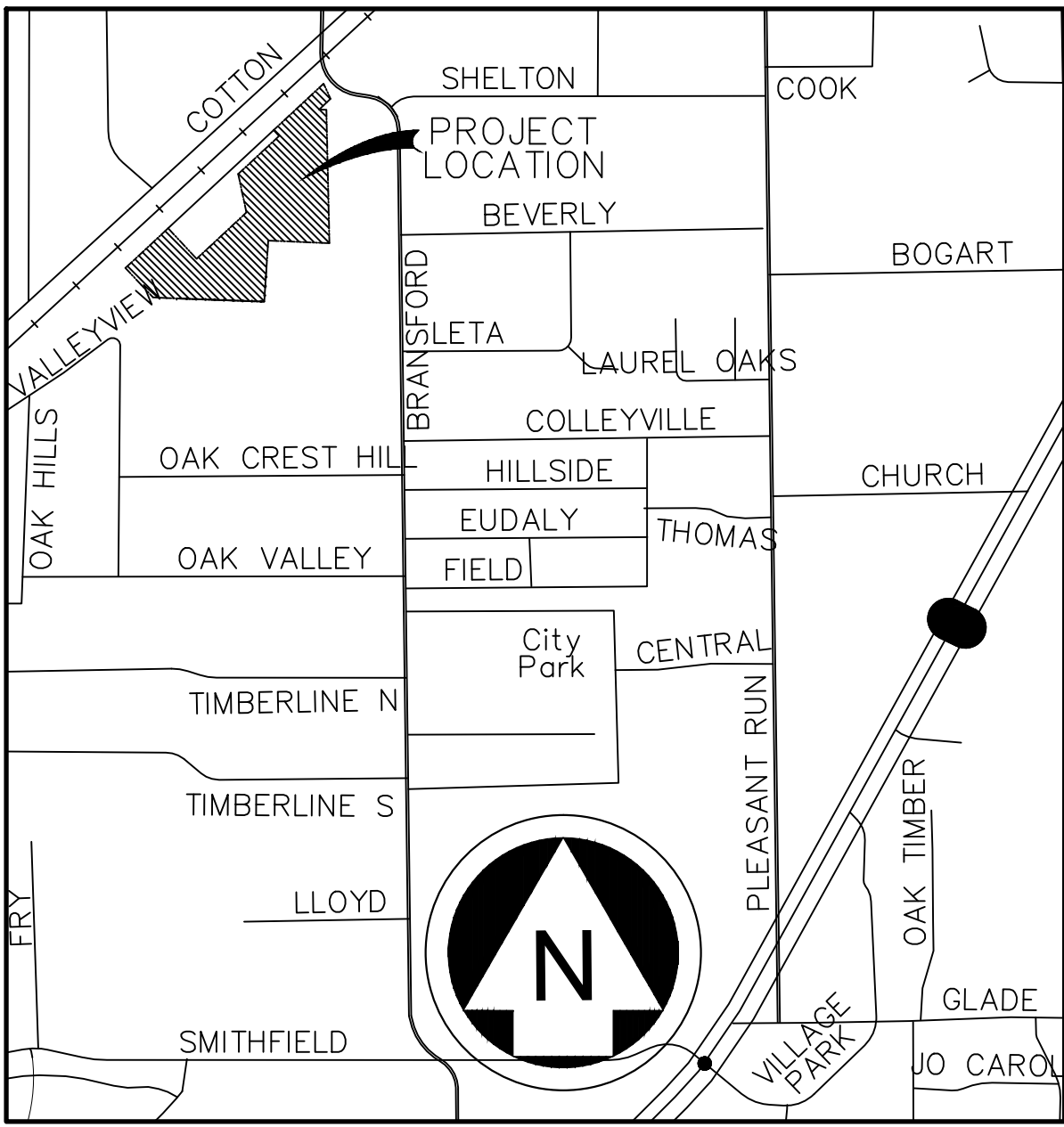


WALL AND GATE DETAILS

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:

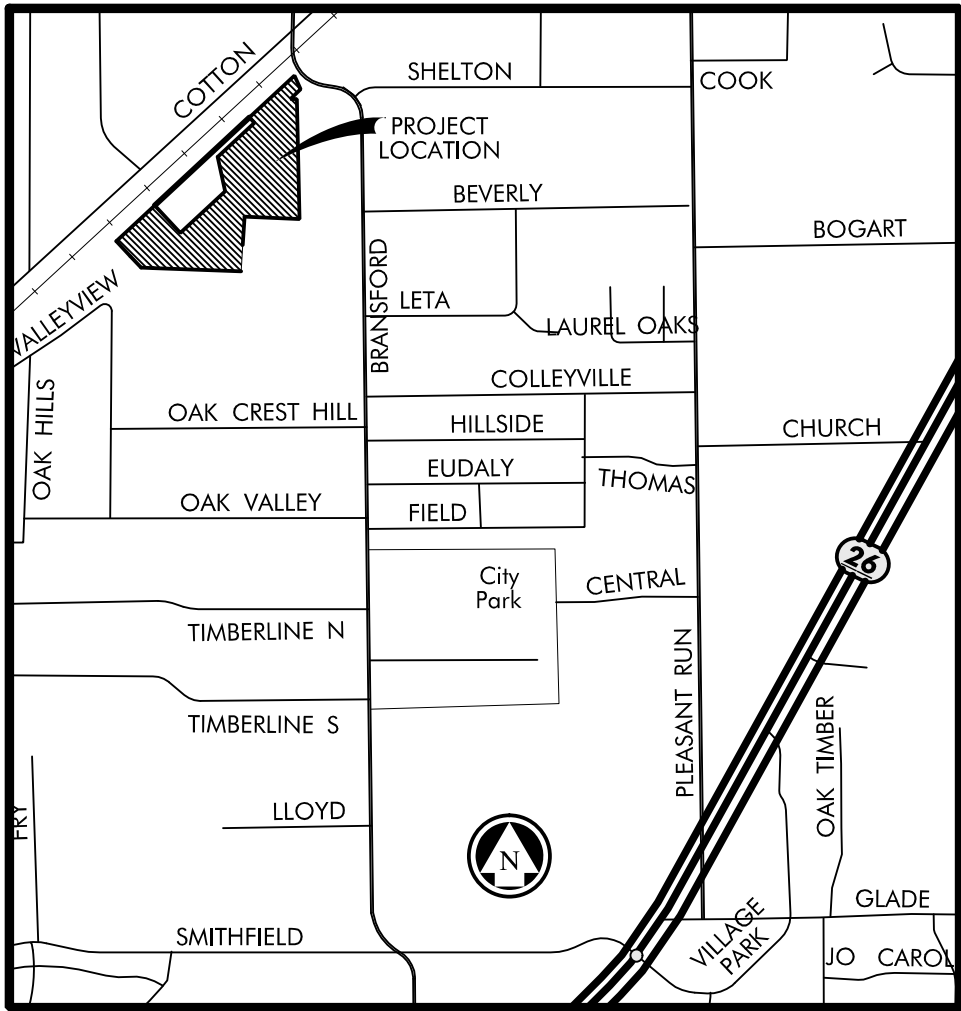
ENGINEERS * SURVEYORS * PLANNERS
5000 THOMPSON TERRACE
COLLEYVILLE, TX. 76034
(817) 335-9900
FAX* (817) 335-9955
www.anallc.com
TBPE FIRM # F-20

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
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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
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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°20'48" 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

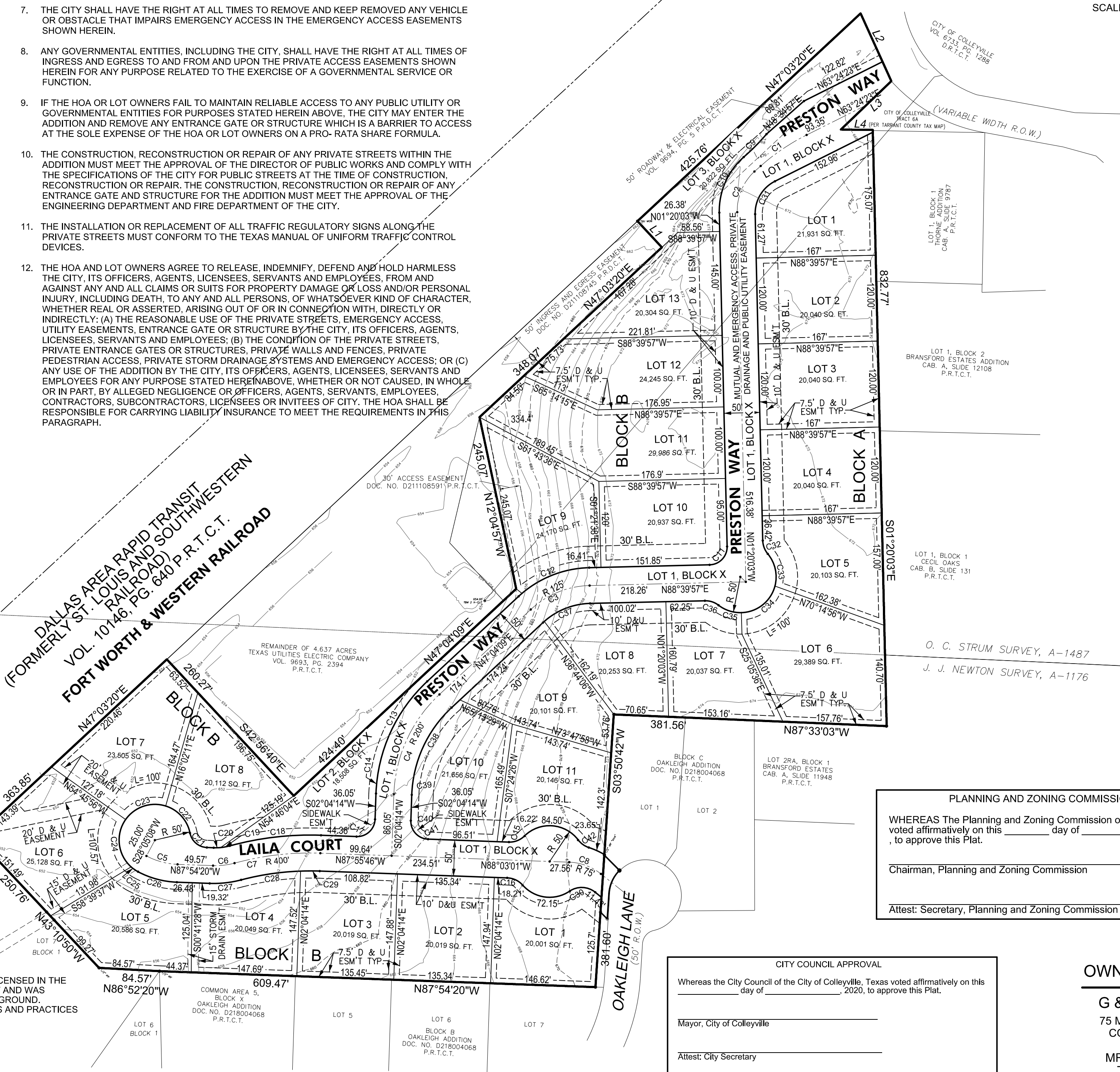
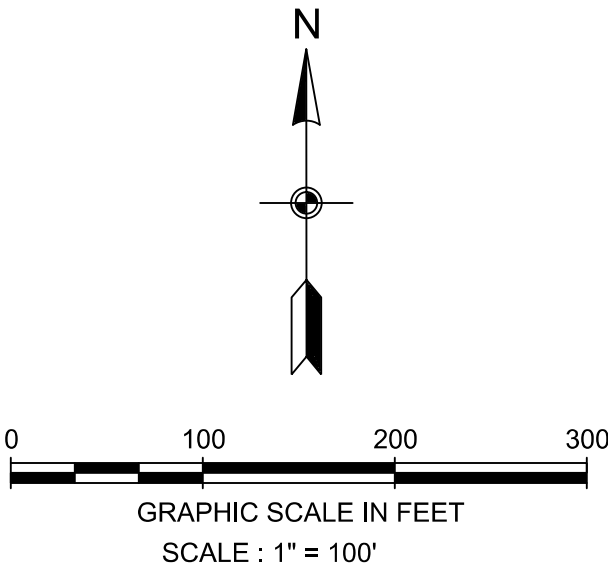
DATE

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

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 SOUTHEASTERLY 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 SOUTHEASTERLY 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 FEE SIMPLE 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

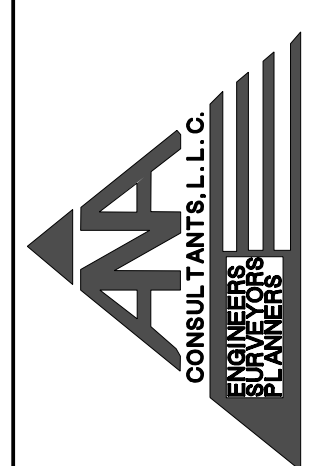
MY PRINTED NAME _____

MY COMMISSION EXPIRES: _____

PROJECT NO.	DRAWN BY	APPROVED BY	DATE
190200	OFN	EKK	12-03-2019

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 HMA) 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

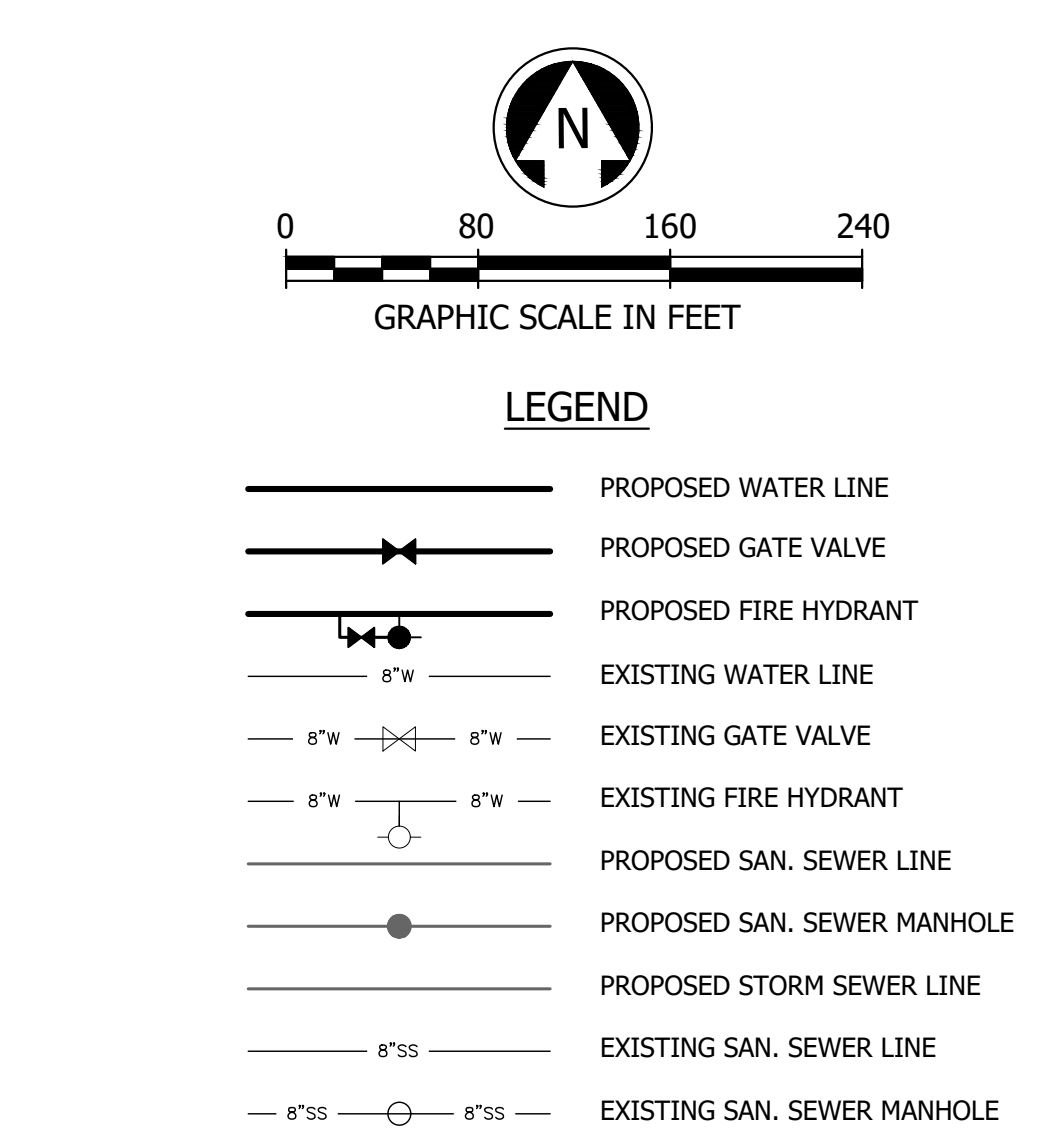
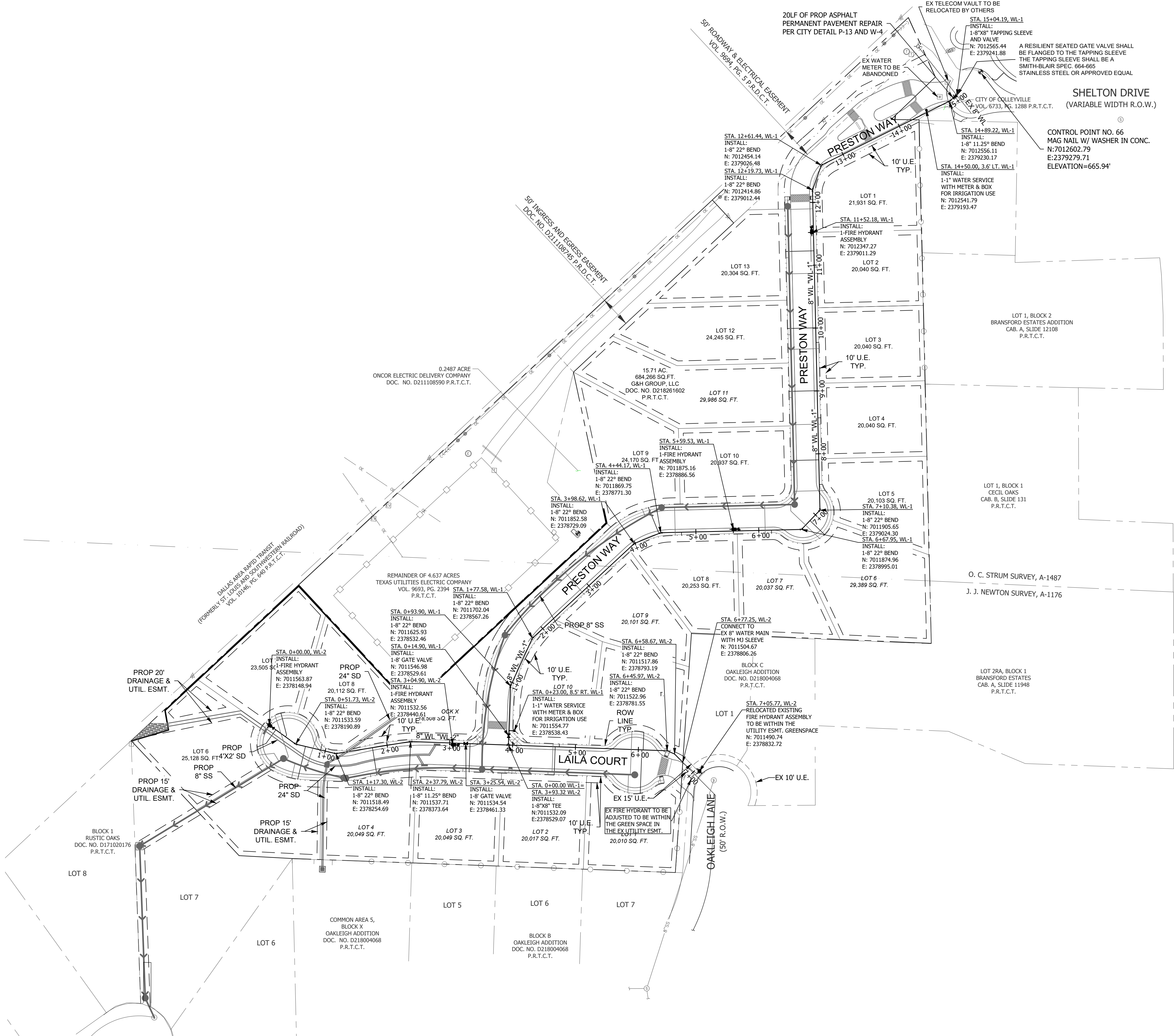
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These documents are for design review and not intended for construction, bidding or permit purposes.
They were prepared by, or under supervision of:
OSAMA F. NASHED
Name
90373
PE #
2/18/2020
Date

A.N.A. PROJECT NO.:
19-0200

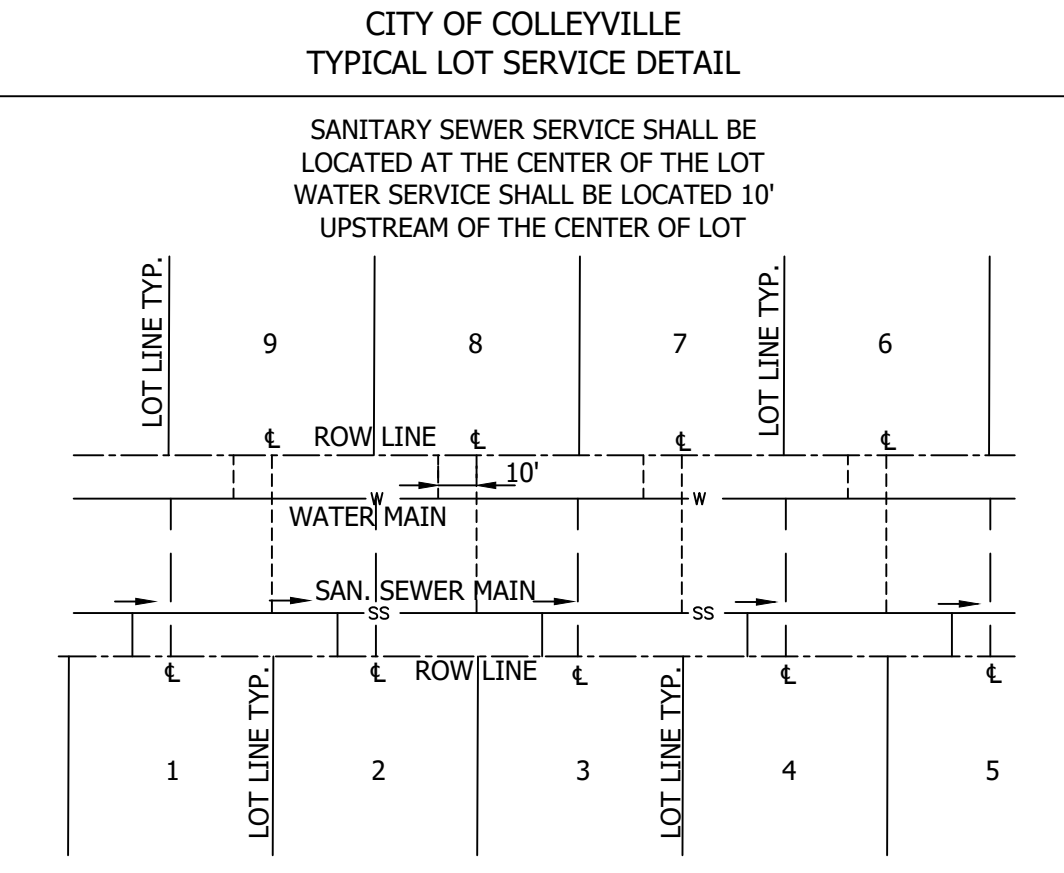
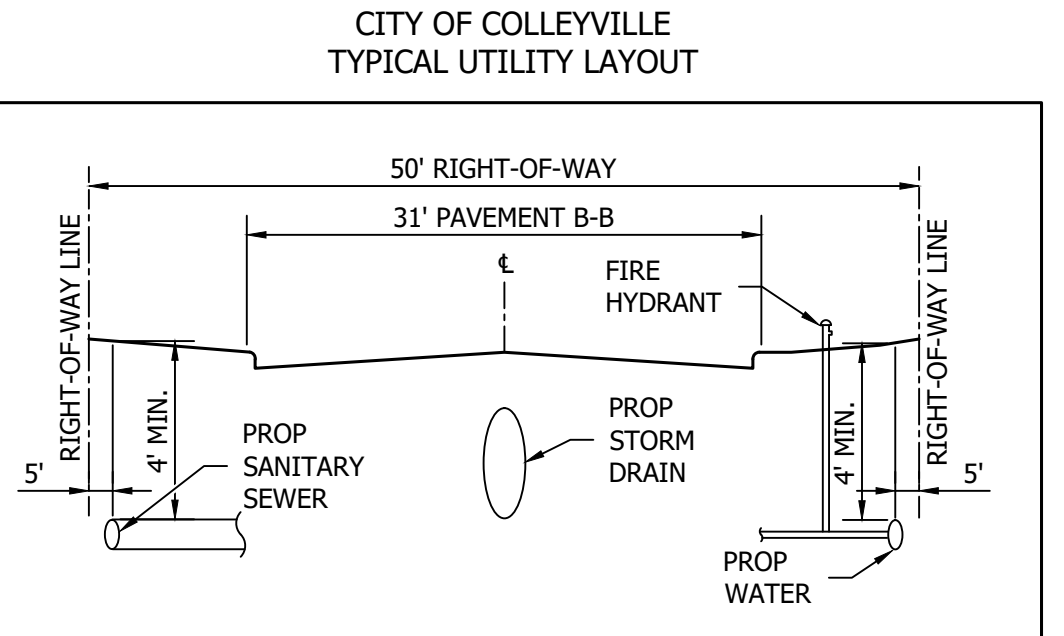
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WATER GENERAL NOTES

- 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.



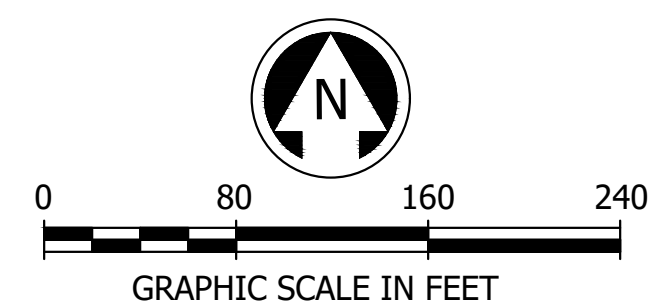
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OVERALL WATER PLAN

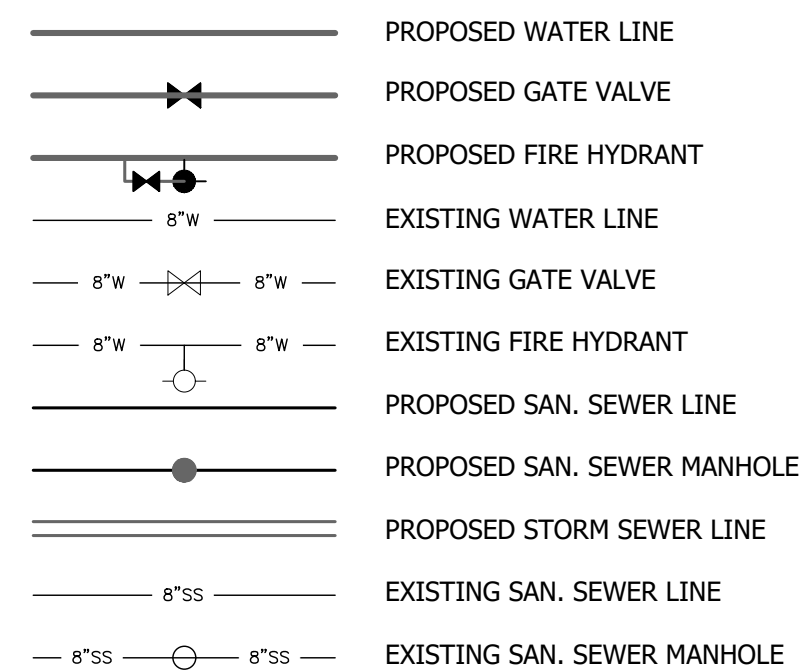
PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

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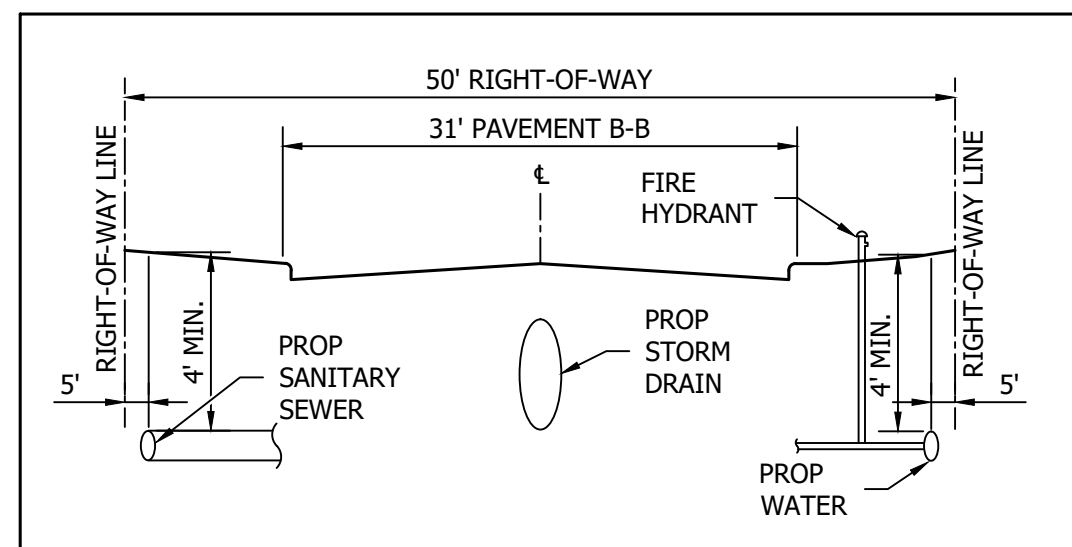
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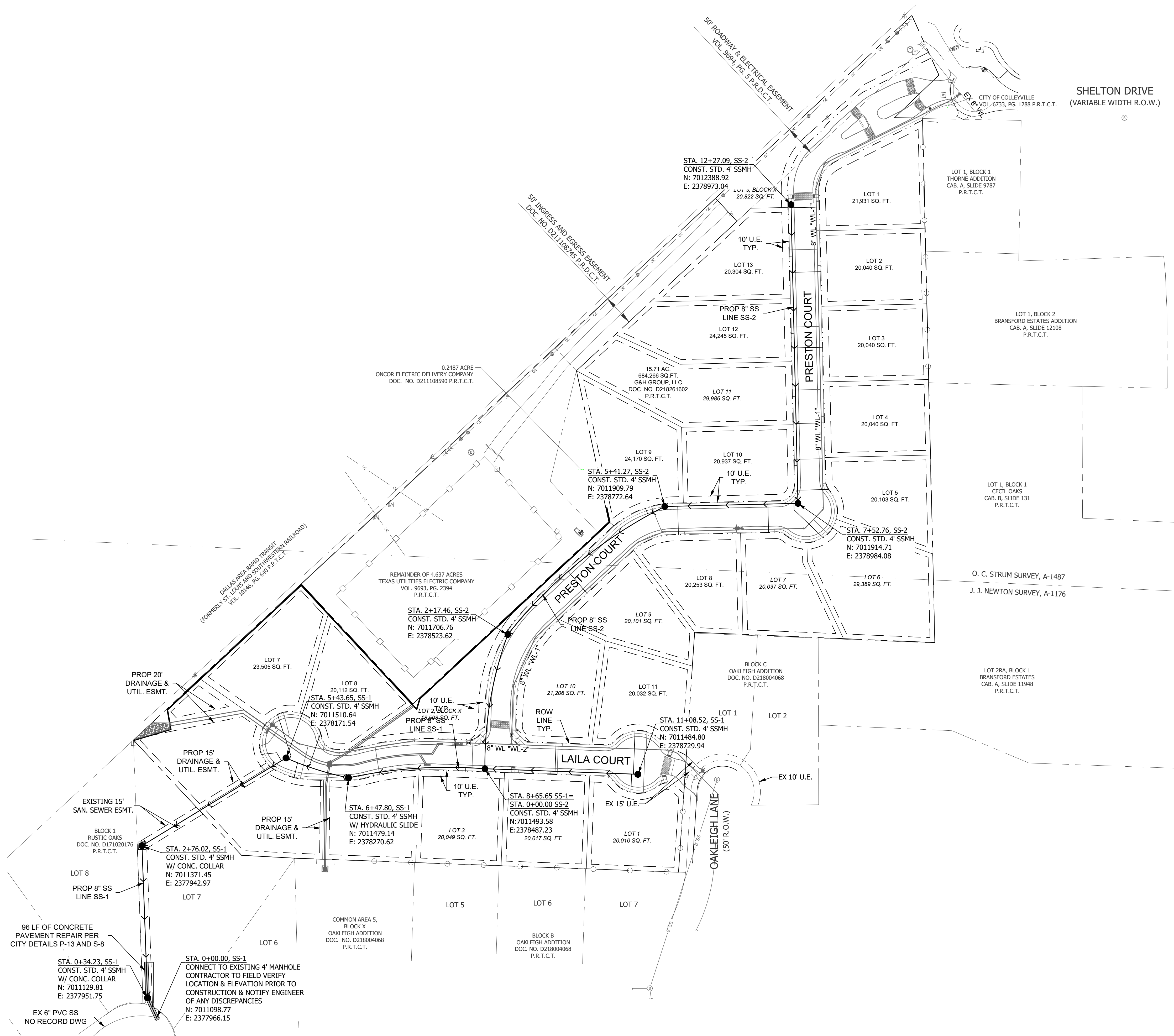
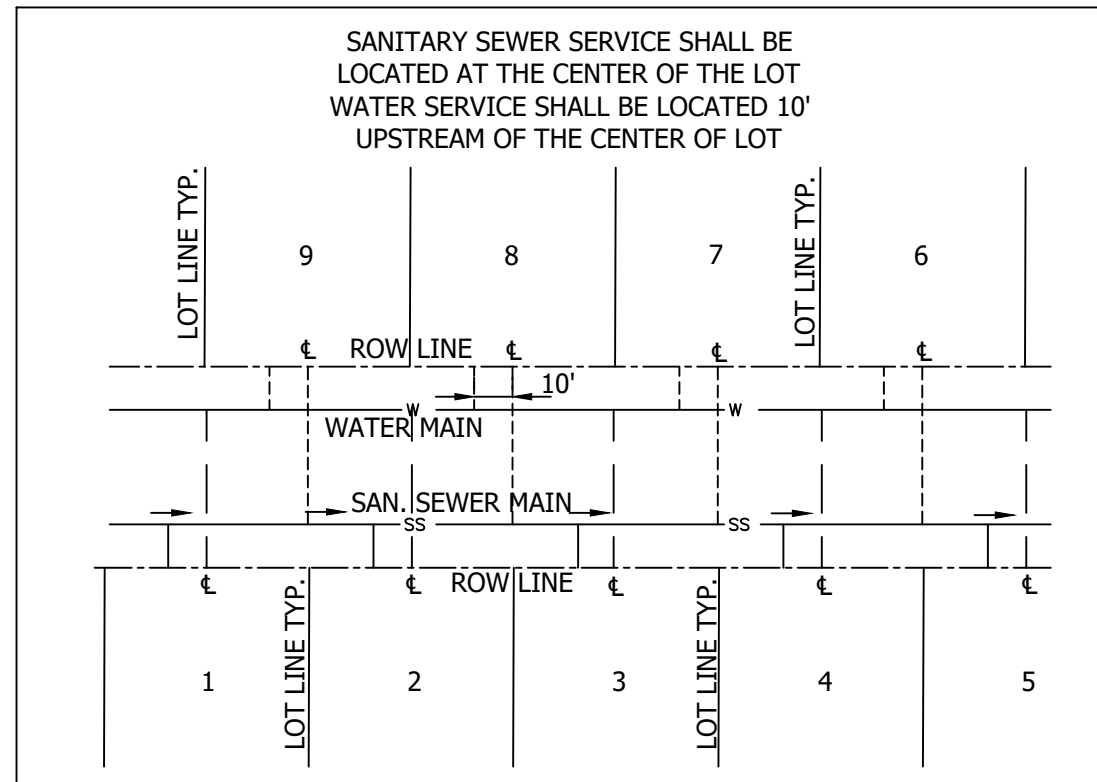
SANITARY SEWER GENERAL NOTES

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.

CITY OF COLLEYVILLE
TYPICAL UTILITY LAYOUT

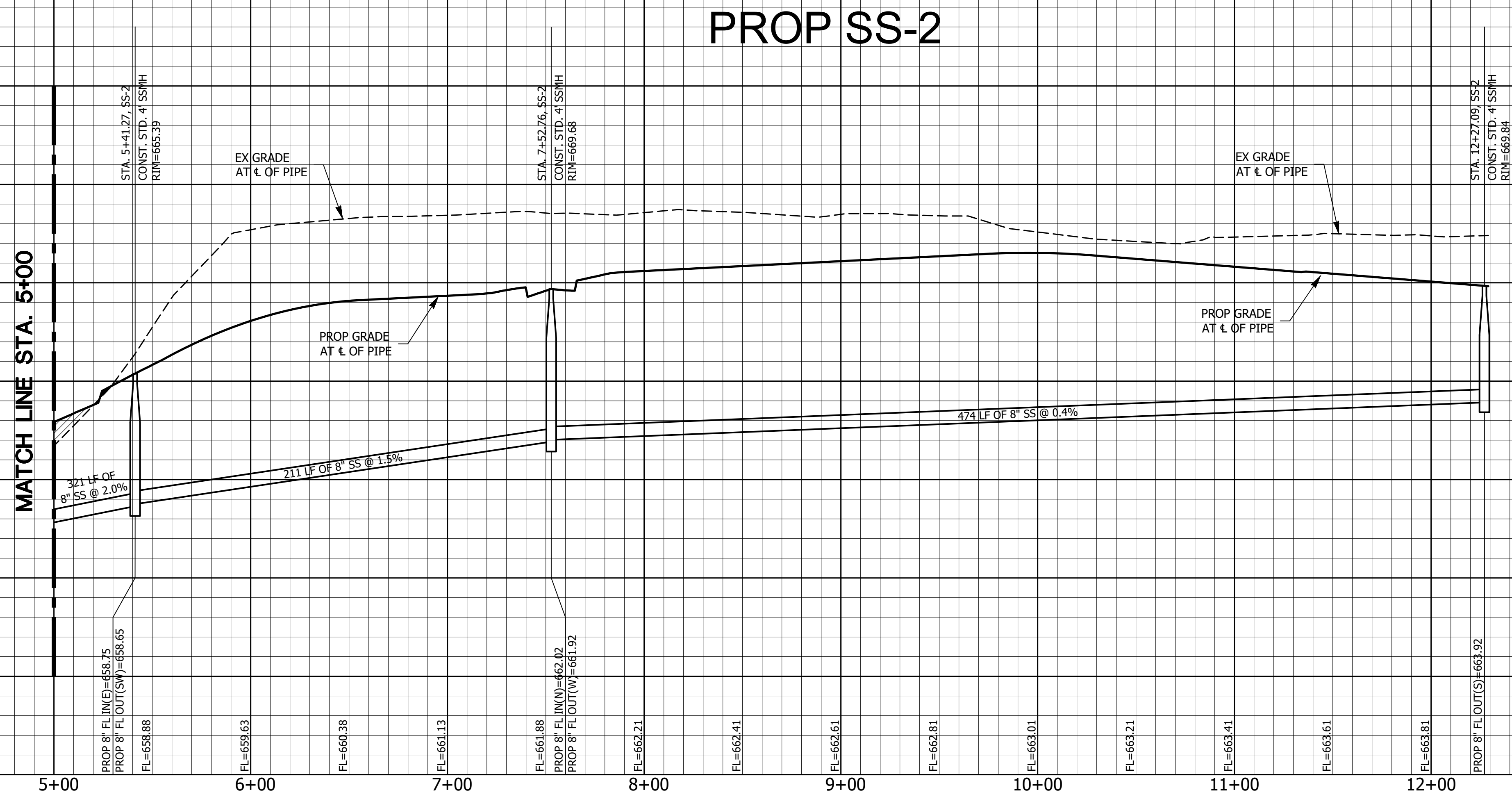


CITY OF COLLEYVILLE
TYPICAL LOT SERVICE DETAIL



PROFILE SCALES:
1" = 40' HORZ.
1" = 4' VERT.

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A.N.A. PROJECT NO.: 19-0200
SHEET No.: 6



PROFILE SCALES:
1" = 40' HORIZ.
1" = 4' VERT.

PROFILE SCALES:
1" = 40' HORZ.
1" = 4' VERT.

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

NO.	REVISION DESCRIPTIONS:	DATE:

SAN. SEWER PROFILE 2
OF 2

**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

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OSAMA F. NASHED
Name
90373
PE #
2/18/2020

A.N.A. PROJECT NO.:
18-0300

SHEET No.:	7
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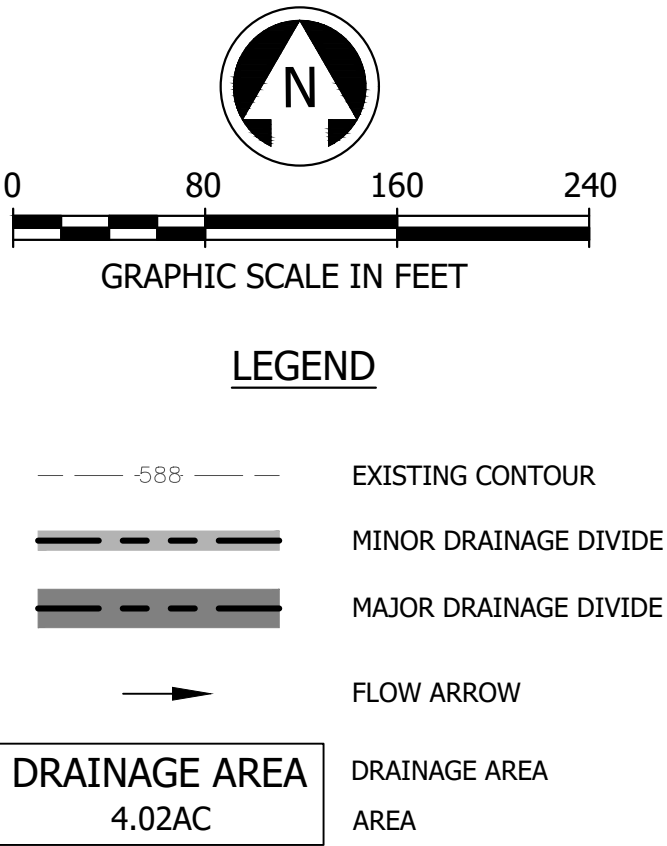
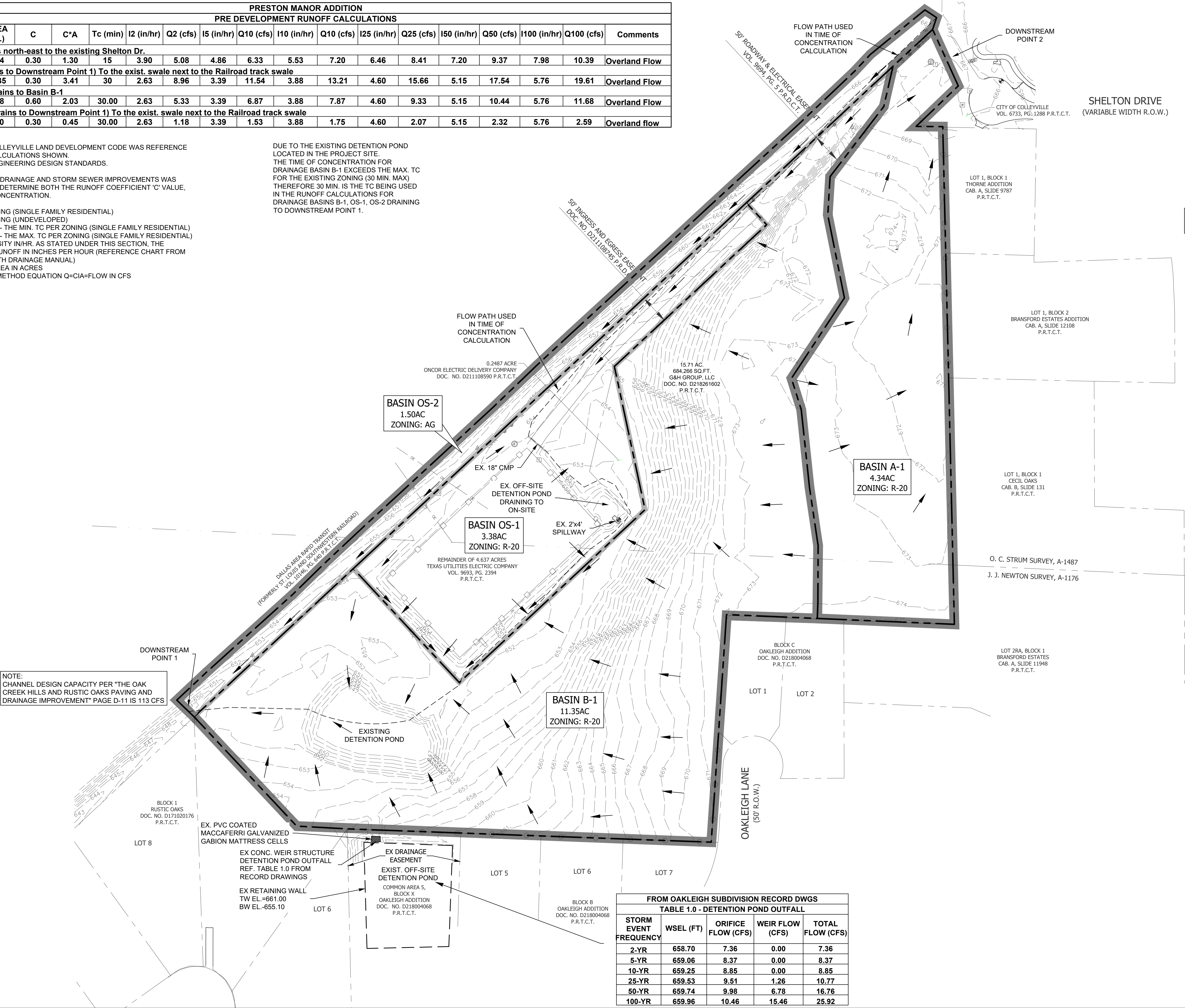
PRESTON MANOR ADDITION																	
PRE DEVELOPMENT RUNOFF CALCULATIONS																	
AREA	AREA (ac.)	C	C*A	Tc (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q10 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)	I100 (in/hr)	Q100 (cfs)	Comments
Basin A: Drains north-east to the existing 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.
ENGINEERS and SURVEYORS
5000 Thompson Terrace, Colleyville, TX 76034
Tel: 817.335.9900 Fax: 817.335.9955
E-MAIL: info@ana-engineers.com
TBE's Firm No.: 10090800

ANA

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

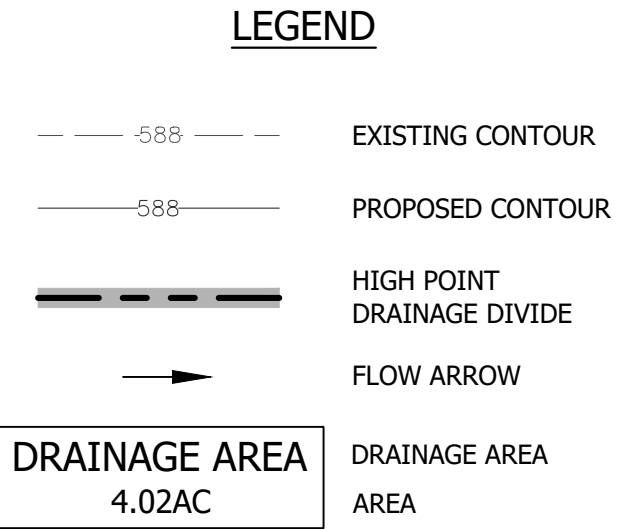
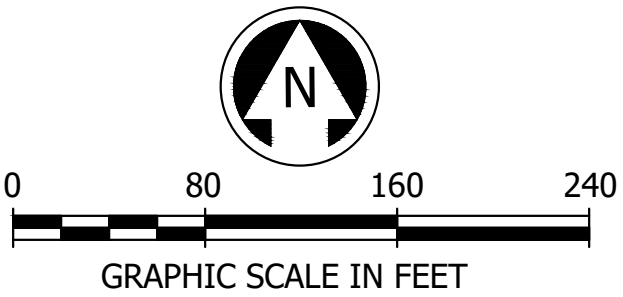
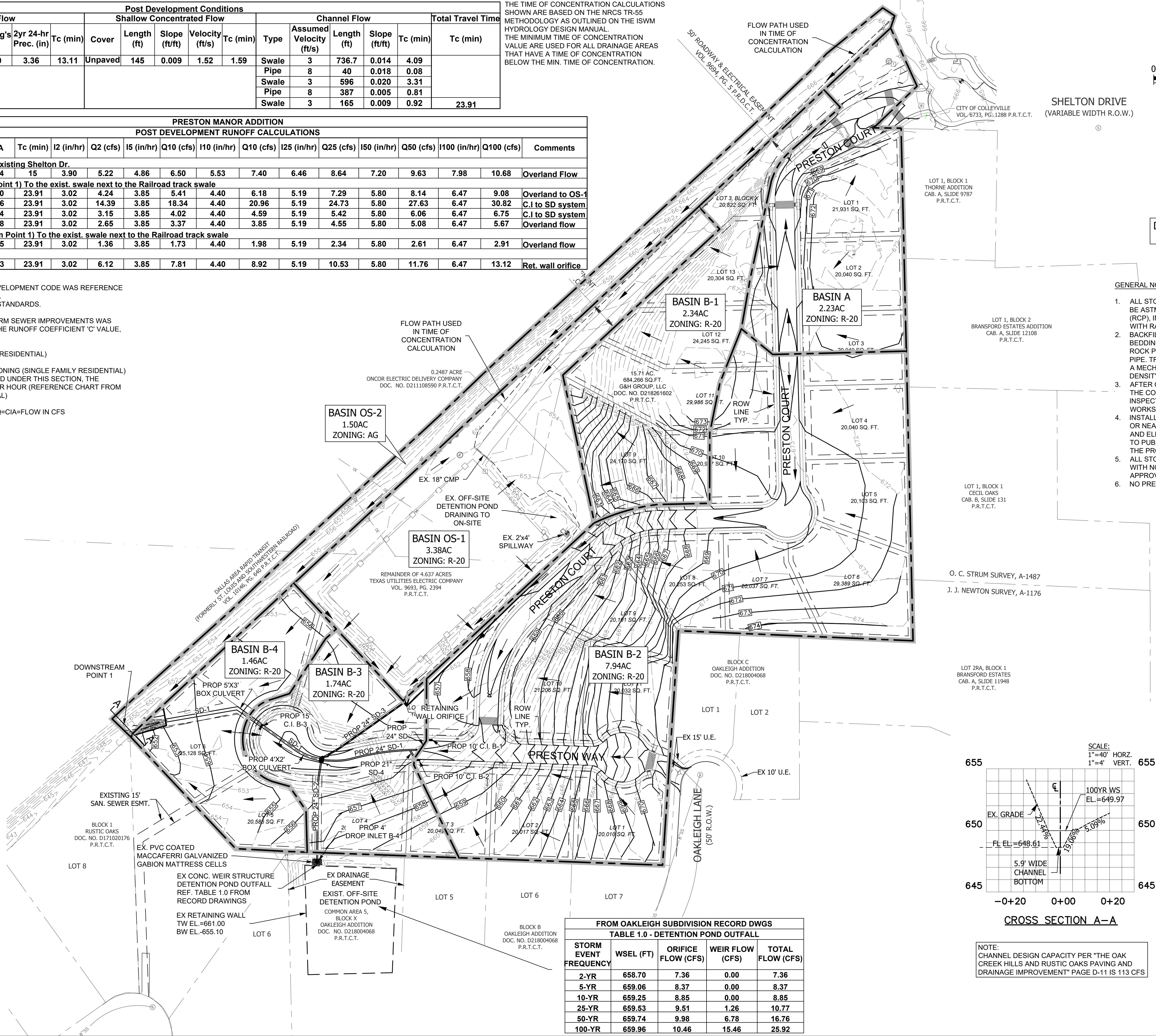
THE TIME OF CONCENTRATION CALCULATIONS SHOWN ARE BASED ON THE NRCS TR-55 METHODOLOGY AS OUTLINED ON THE ISWM HYDROLOGY DESIGN MANUAL. THE MINIMUM TIME OF CONCENTRATION VALUE ARE USED FOR ALL DRAINAGE AREAS THAT HAVE A TIME OF CONCENTRATION BELOW THE MIN. TIME OF CONCENTRATION.

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.

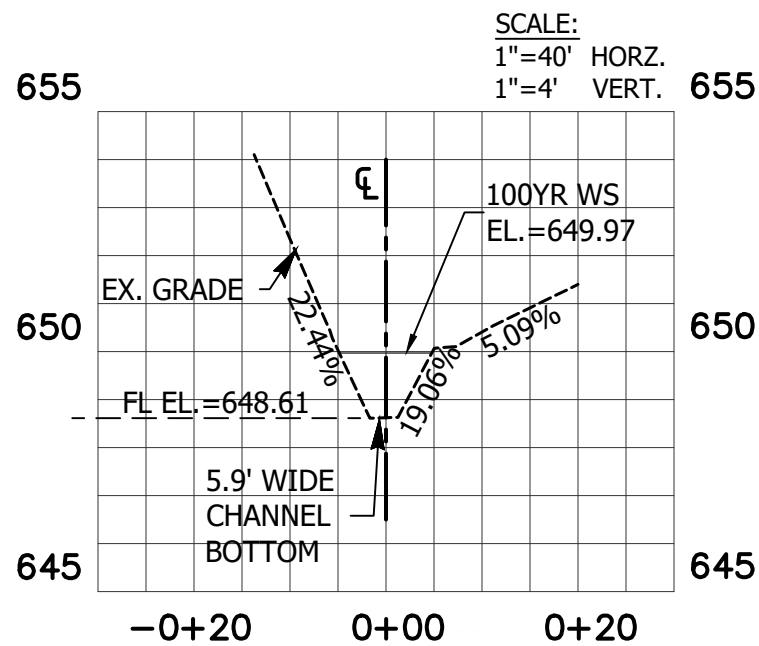
SECTION 14-170 DRAINAGE AND STORM SEWER IMPROVEMENTS WAS
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AND TIME OF CONCENTRATION.

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)
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:	
REVISION DESCRIPTIONS:	
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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																																													
DESIGN POINT	INLET		DRAINAGE AREA				"So" STREET LONG SLOPE (FT/FT)	Cross Slope of Pavement	Cross Slope of Gutter	DEPTH OF FLOW (FT)	ALLOW DEPTH	DEPTH OF FLOW (FT)	ALLOW/SPREAD DEPTH OF FLOWS (FT)	SPREAD OF FLOW (100-YEAR) FT	ALLOW/SPREAD DEPTH OF FLOWS (FT)	Equivalent Cross Slope Se (FT/FT)	STREET SECTION (TYPE)	MANNING'S COEFFICIENT FOR PAVEMENT "n"	5-YEAR INTENS.	5-YEAR RUNOFF	5-YEAR CARRY- OVER FLOW	5-YEAR TOTAL GUTTER Q (CFS)	100-YR. INTENS.	100-YEAR RUNOFF	100-YEAR CARRYOVER FLOW (CFS)	100-YEAR TOTAL GUTTER Q (CFS)	RIGHT- OF-WAY CAPACITY (CFS)	DESIGN STORM	DESIGN REQUIRED L _r	INLET PROVIDED L (FT)	INLET L/L _r	EFFICIENCY E	INLET CAPACITY (CFS)	5-YEAR CARRYOVER FLOW "q" (CFS)	100-YEAR CARRYOVER FLOW "q" (CFS)	COMMENTS									
	NO.	STATION	AREA NO.	AREA	RUNOFF	CONC.		S _x (FT/FT)	S' _x (FT/FT)										Y _o (5-YEAR)	Y _o (100-YEAR)	S _p (5-YEAR) FT	S _p (100-YEAR) FT	S _e (FT/FT)	FOR PAVEMENT "n"	(IN/HR)	(CFS)	(CFS)	(CFS)	(IN/HR)	(CFS)	(CFS)	(CFS)	(CFS)	(CFS)	(CFS)		(CFS)	(CFS)	(CFS)	(CFS)	(CFS)	(CFS)	(CFS)	(CFS)	(CFS)
			1	%	"c"	TIME (MIN)		(FT/FT)	(FT/FT)										(5-YEAR)	(100-YEAR)	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT		(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT	(5-YEAR) FT	(100-YEAR) FT
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											
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											

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																						
				1	%																							
				FT/FT	FT/FT																							
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.

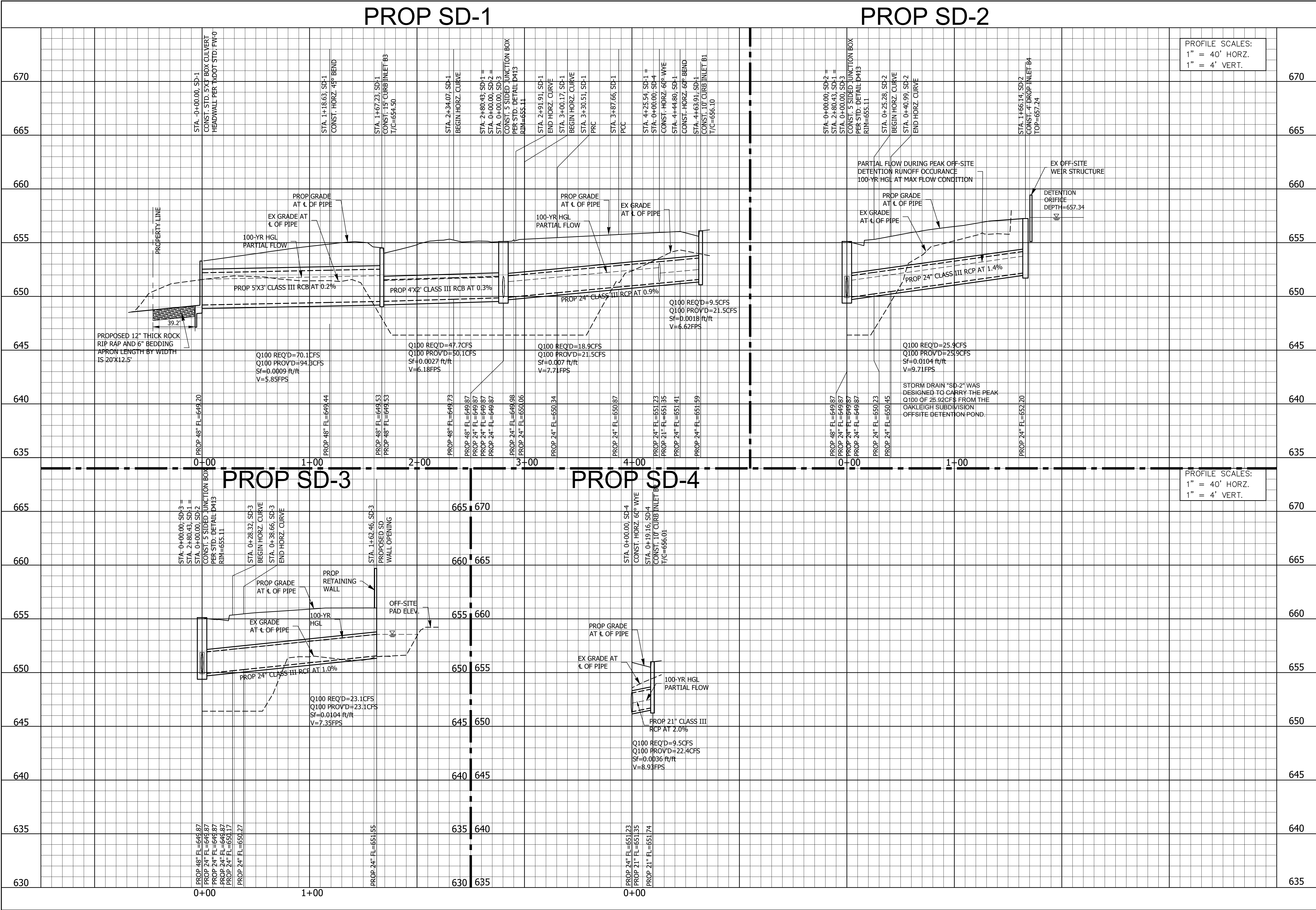
THE PEAK STORM RUNOFF FOR "PRESTON MANOR" WILL OCCUR AT 22.85 MINUTES
THE POND RUNOFF AT THE PEAK STORM RUNOFF FOR "PRESTON MANOR" IS 8.98 CFS.

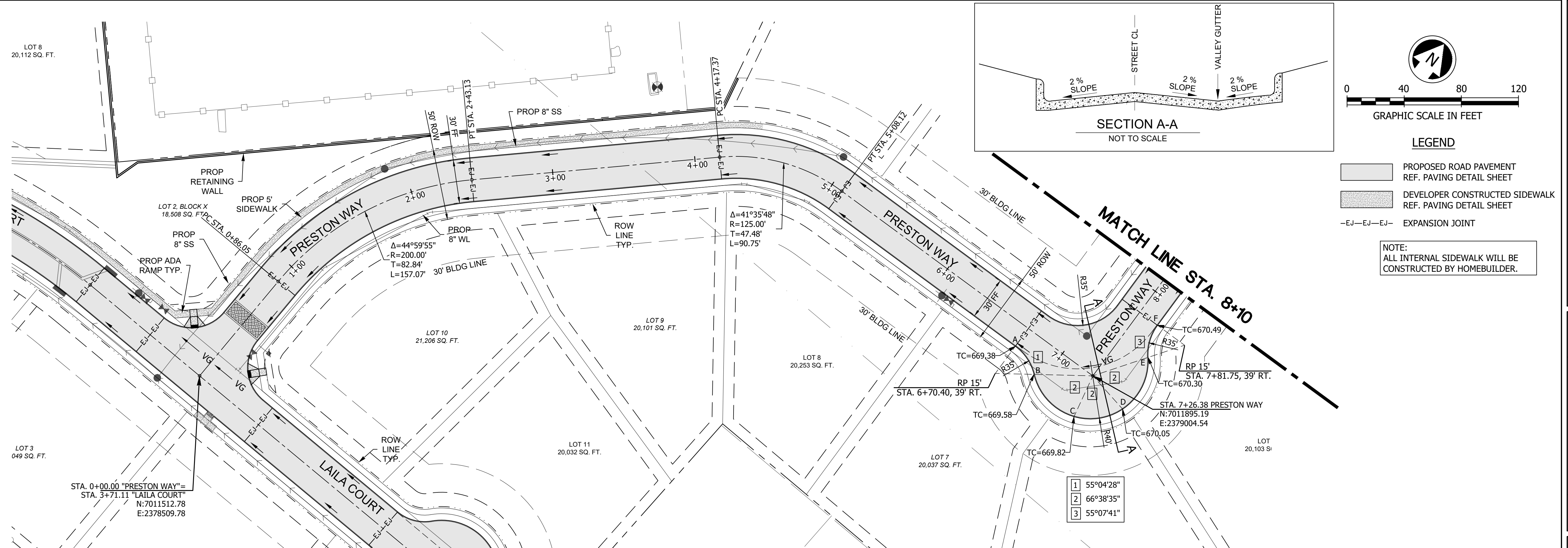
STORM DRAIN SD-2 ASSUMPTIONS:
THE CRITICAL INLET TIME FOR LINE SD-2 IS 22.90 MIN. THIS IS BASED ON THE TIME OF CONCENTRATION FOR THE DOWNSTREAM SD LINE SD-1 AT STA 2+80.4 MH JUNCTION + (PLUS) THE TRAVEL TIME FROM THE MH JUNCTION UPSTREAM TO THE 4' DROP INLET.

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.

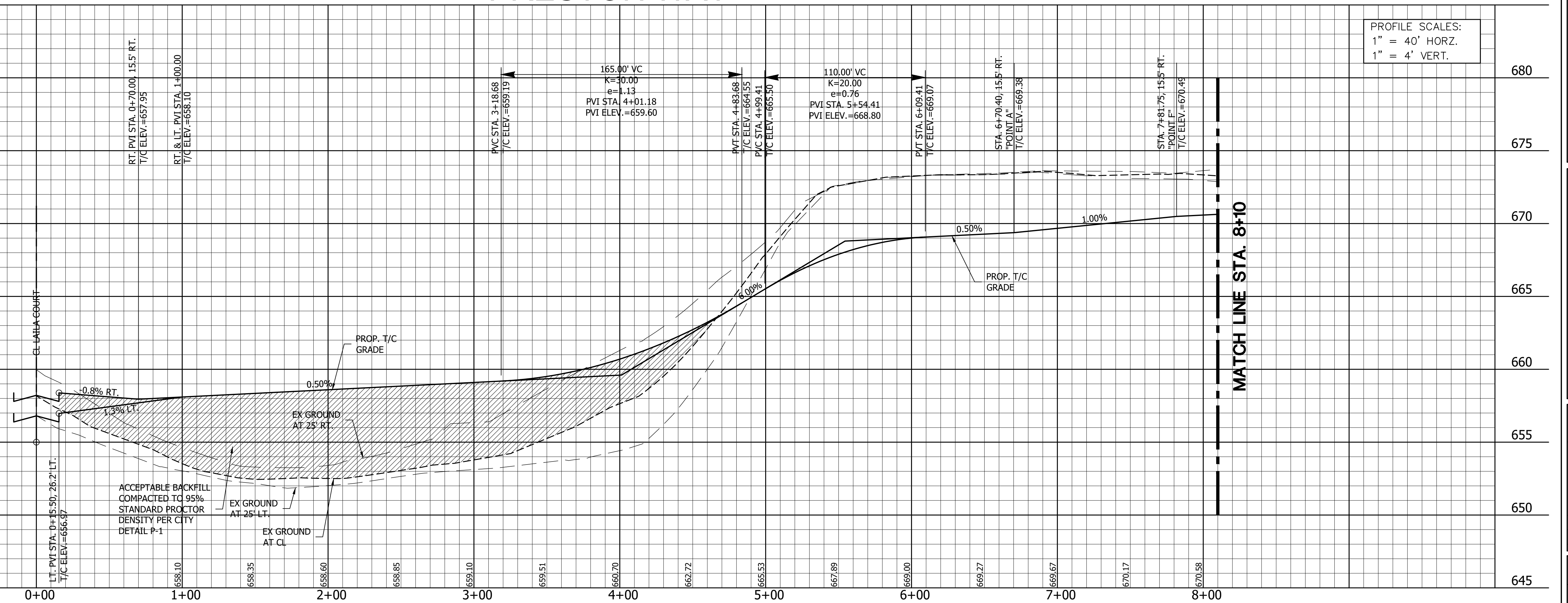
Orifice Equation=c*A*Sqrt(2*g*h)	
c=	0.6
A=	1.375 SF
g=	32.2 ft/sec^2
h=WSEL-Centroid=WSEL-657.47	
Weir Equation=	8.98cfs

FROM OAKLEIGH SUBDIVISION RECORD DWGS						FROM OAKLEIGH SUBDIVISION RECORD DWGS	
---------------------------------------	--	--	--	--	--	---------------------------------------	--





PRESTON WAY



NO.	REVISION DESCRIPTIONS:	DATE:

PRESTON WAY PAVING
STA. 0+00 TO 8+00

**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

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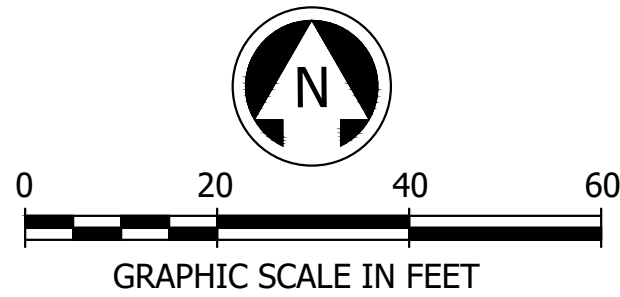
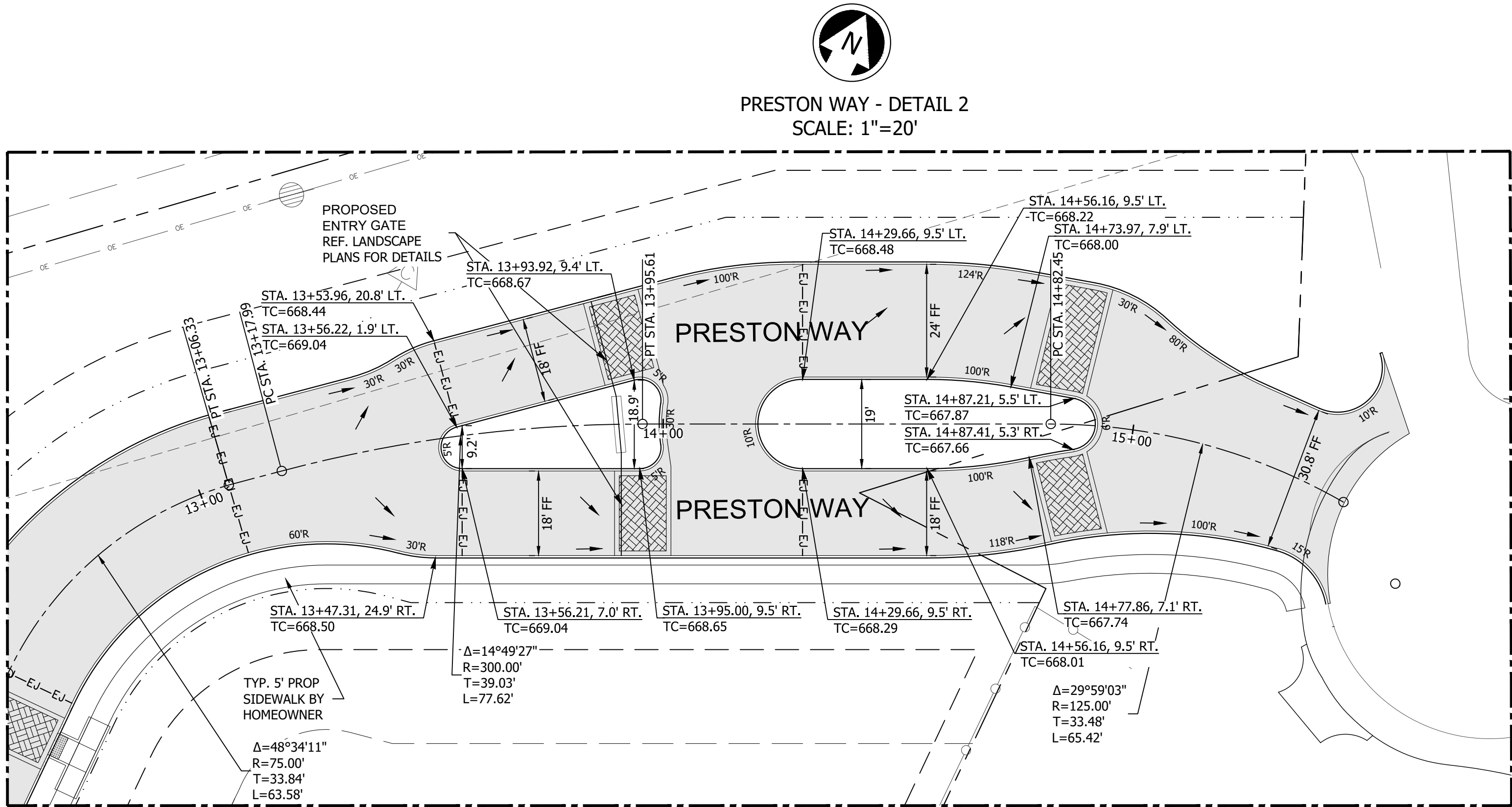
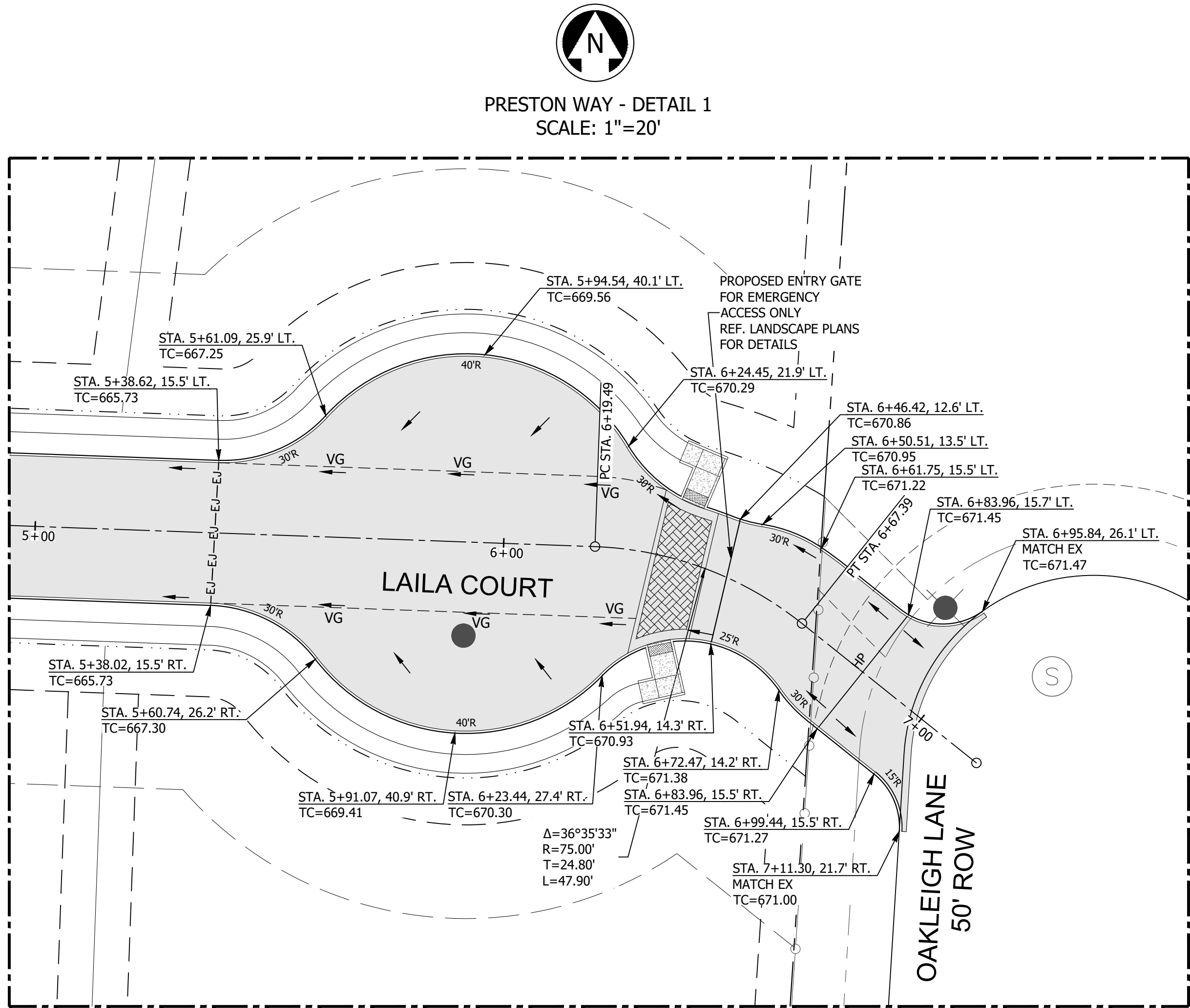
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PE #
2/18/2020
Date

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19-0200

SHEET No.:	14
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2/18/2020
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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.

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

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PAVING MEDIAN DETAILS

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CITY OF COLLEYVILLE
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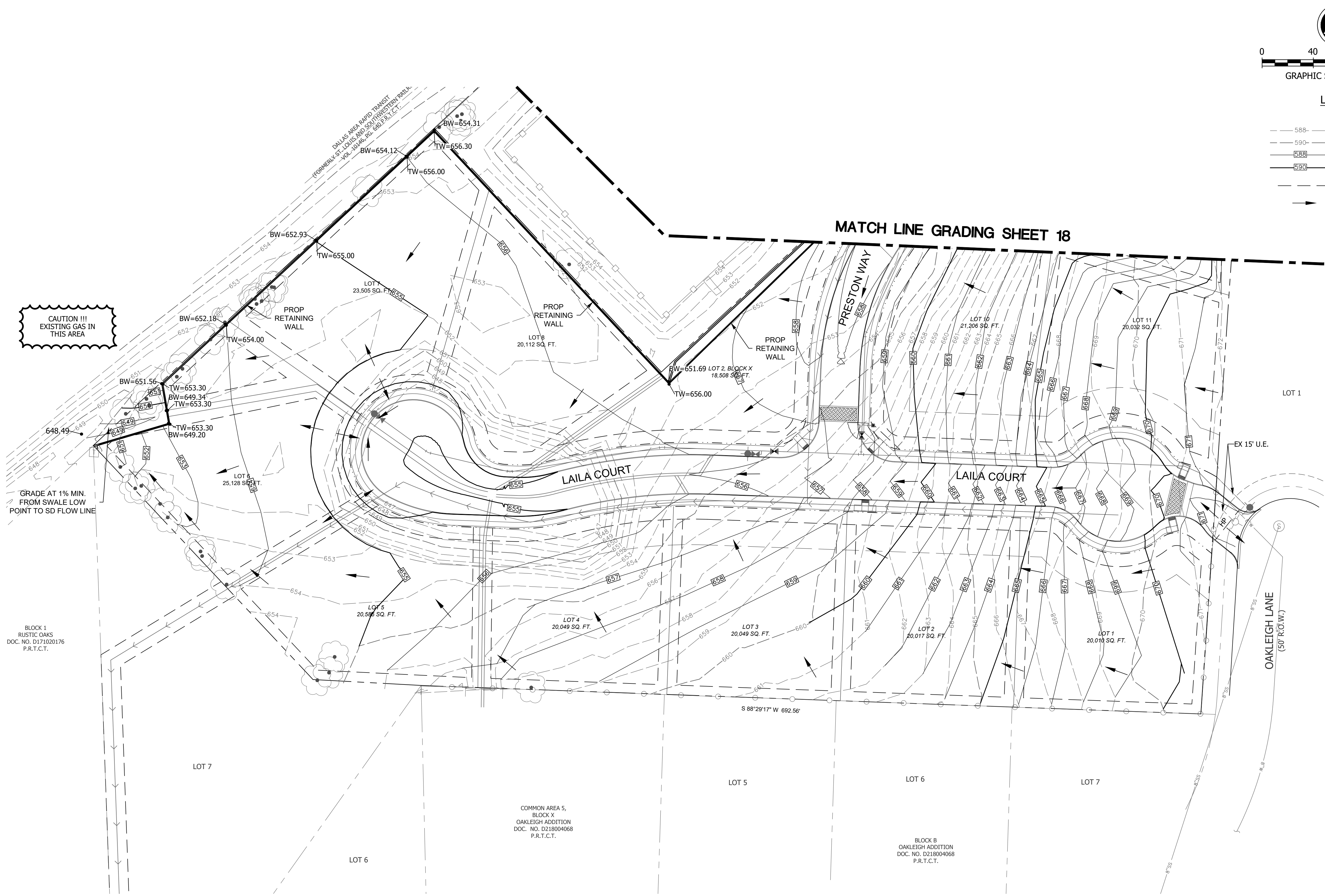
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16

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2/18/2020
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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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ENGINEERS and SURVEYORS
5000 Thompson Terrace, Colleyville, TX 76034
Tel: 817.335.9900 Fax: 817.335.9955
TBP# Firm No.: 20
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**

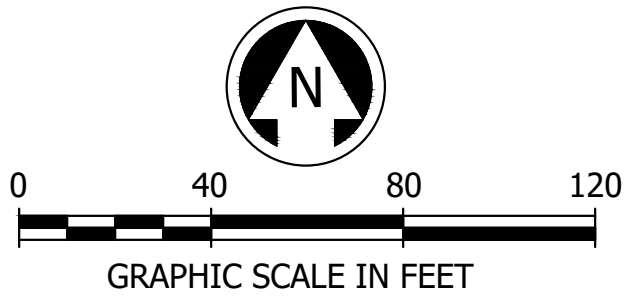
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SHEET No.: **17**



- 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

PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
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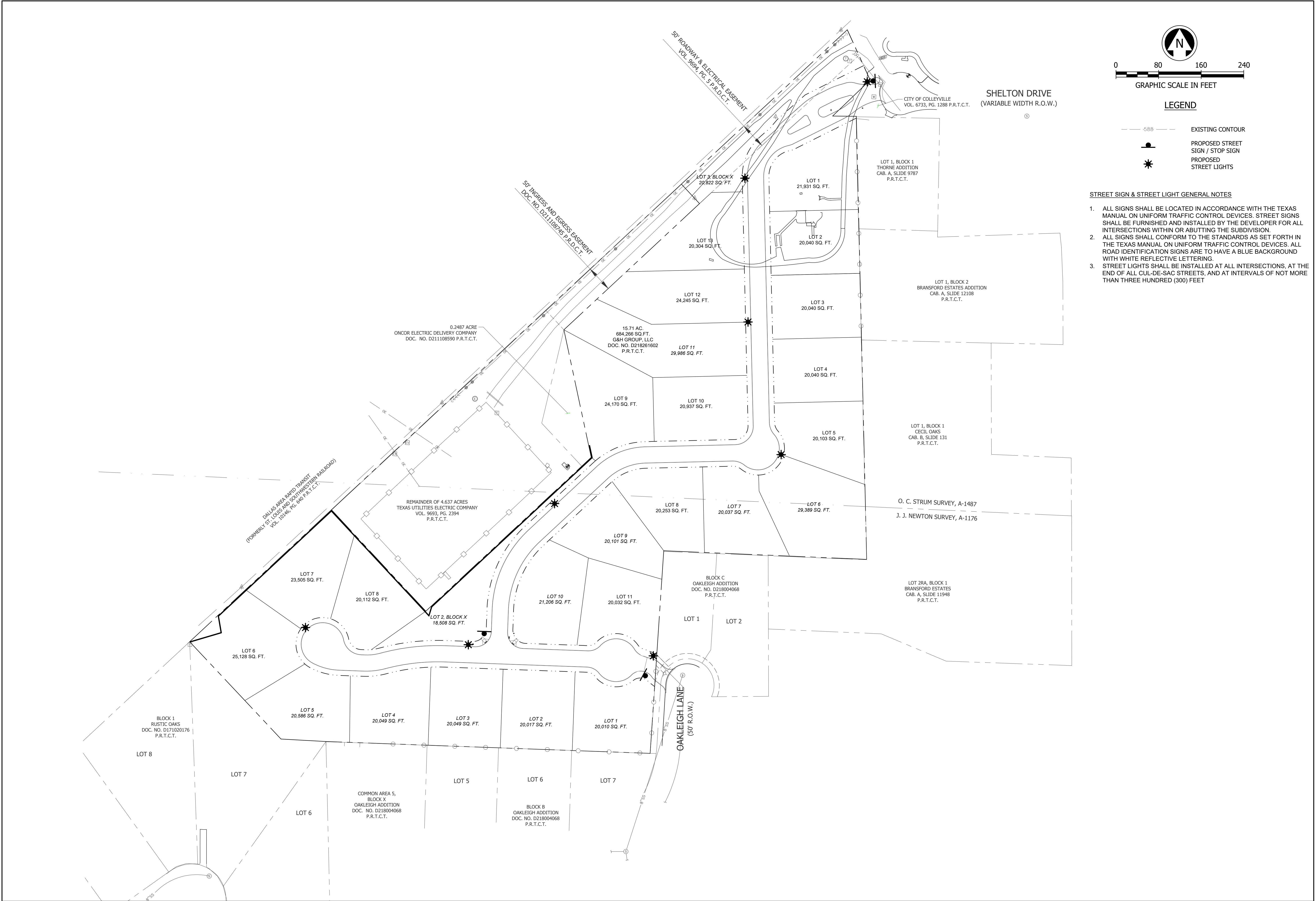
They were prepared by,
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ENGINEERS and SURVEYORS
5000 Thompson Terrace, Colleyville, TX 76034
Tel: 817.335.9900 Fax: 817.335.9955
TBP#E Firm No.: 2018000800
TBP#S Firm No.: 10090800

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OVERALL STREET LIGHT AND SIGN PLAN

**PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS**

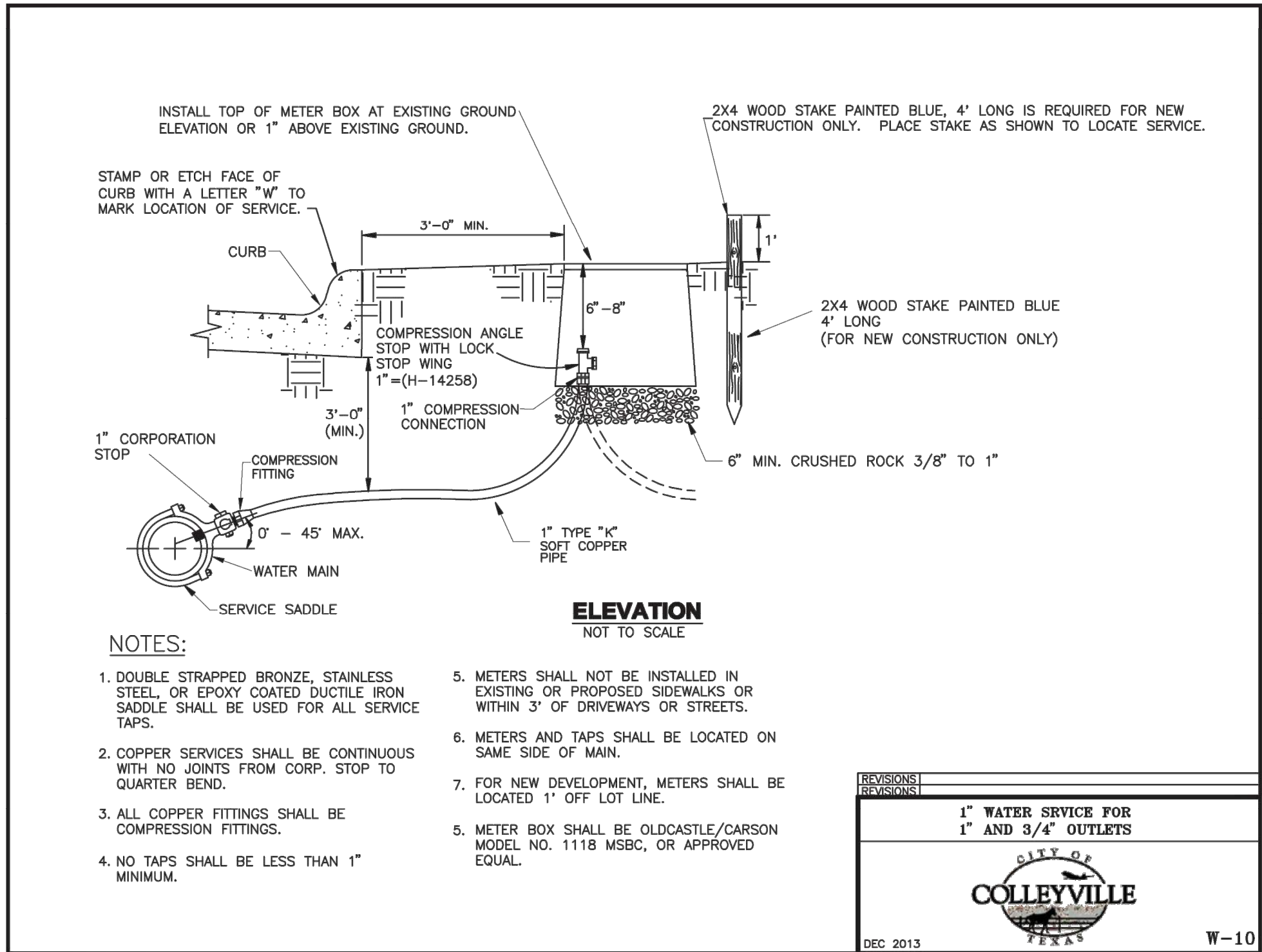
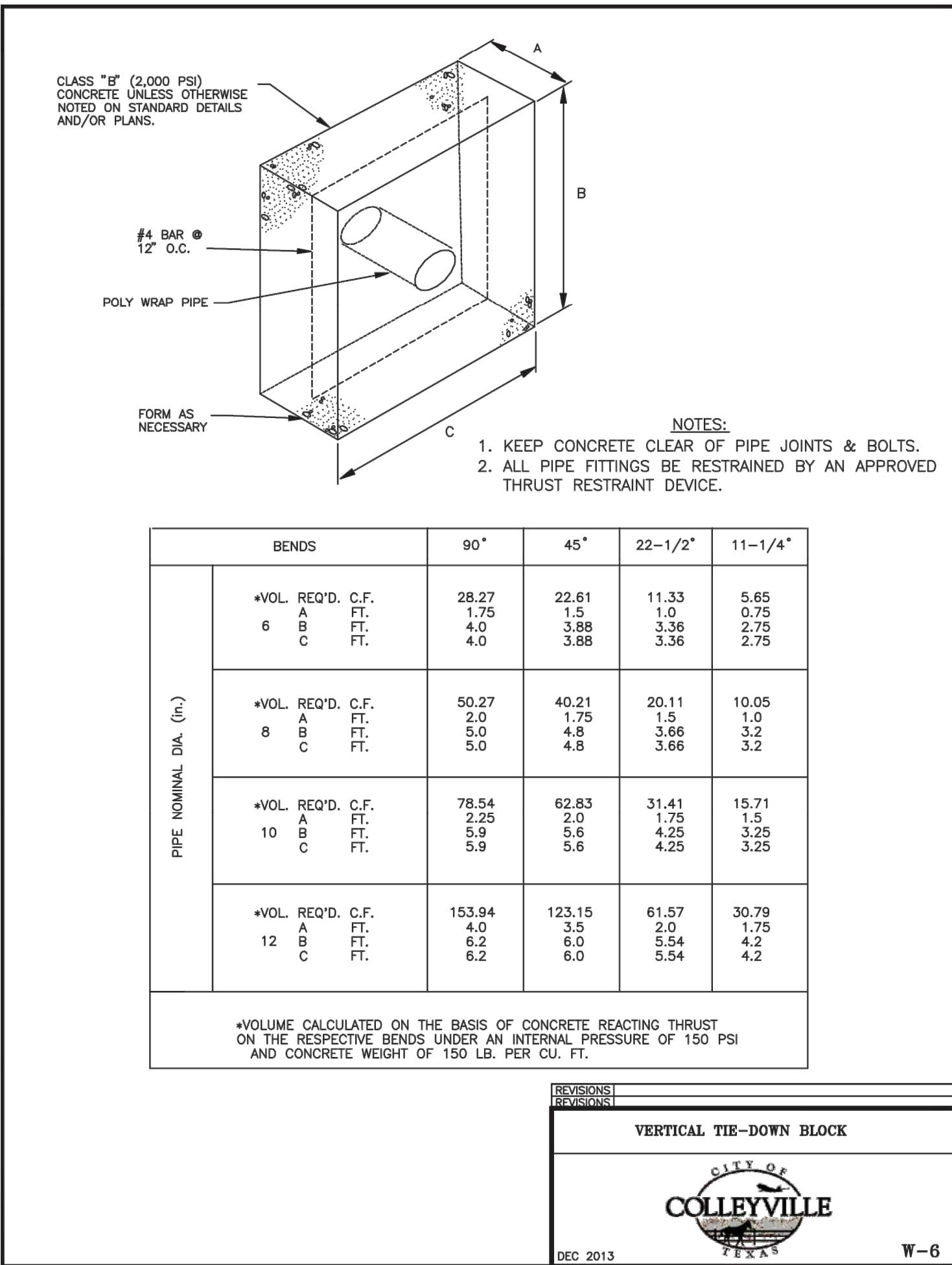
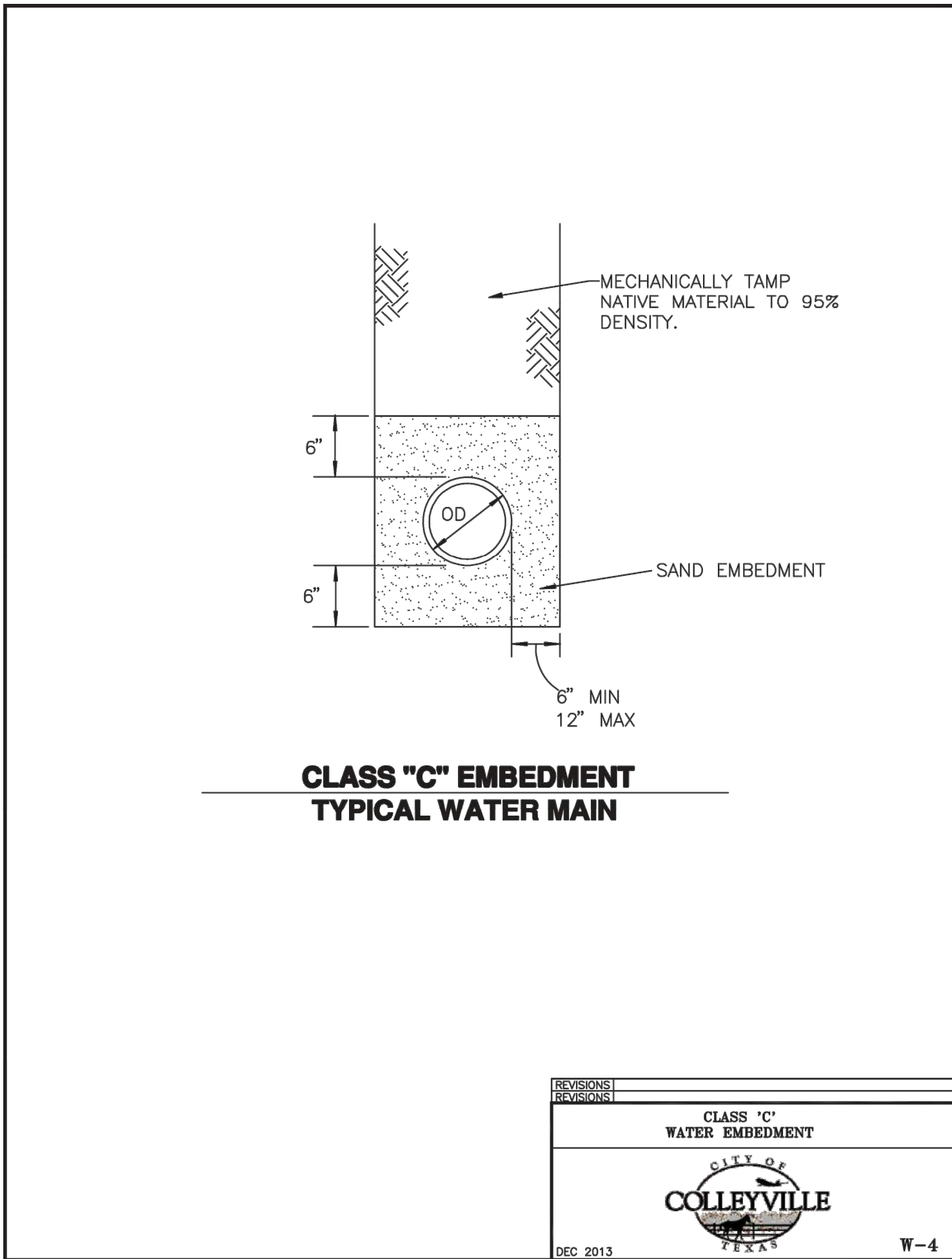
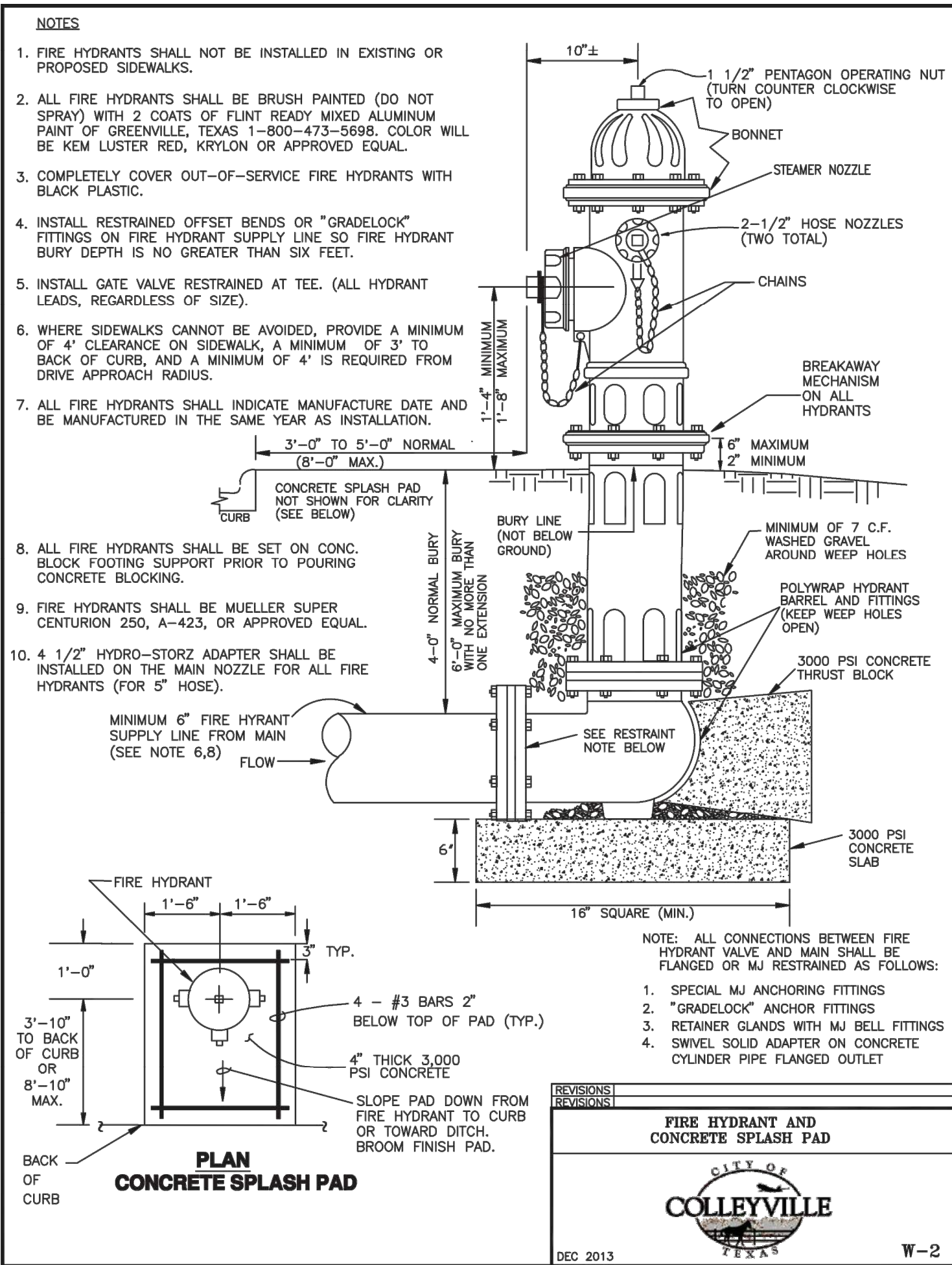
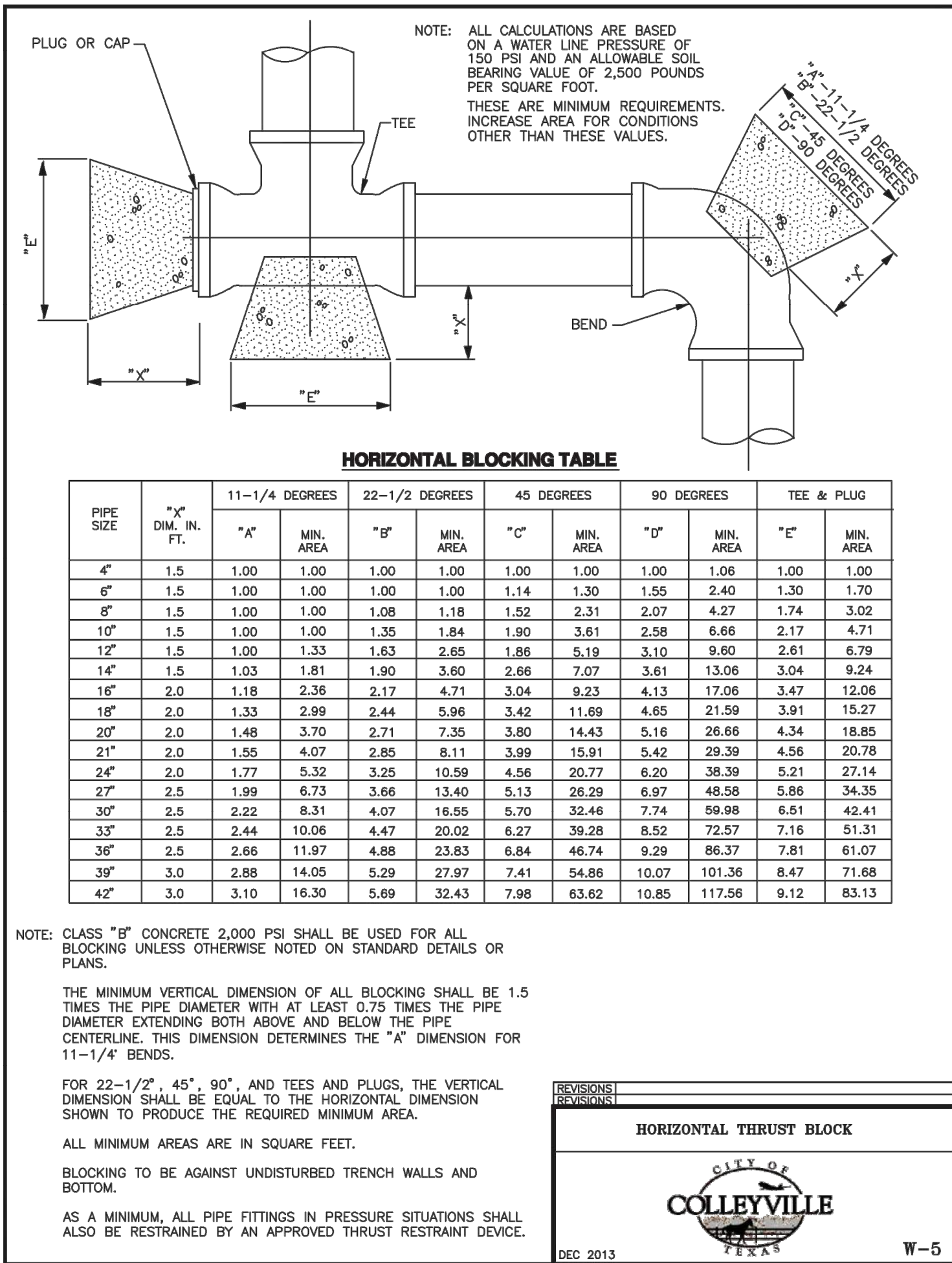
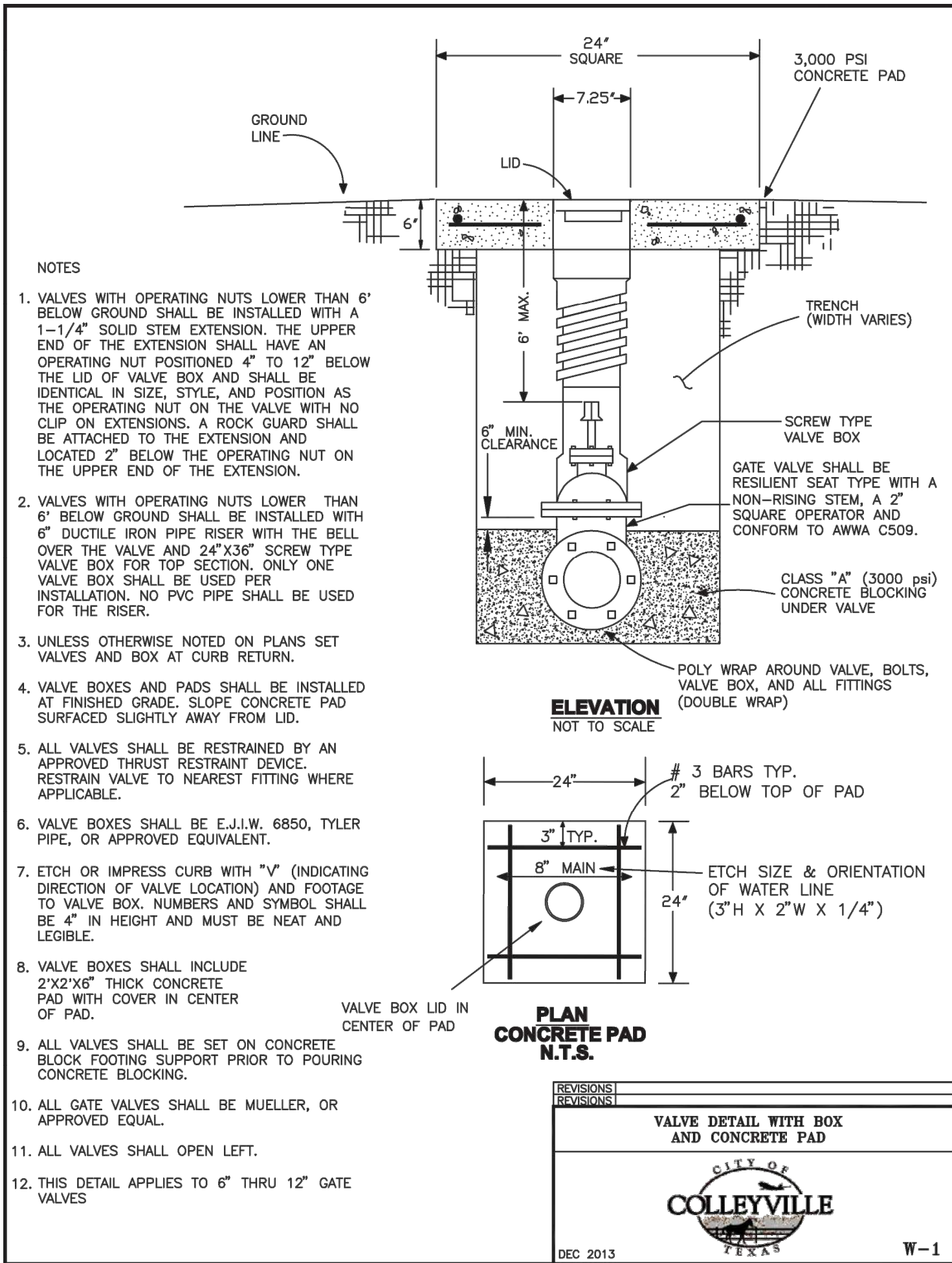
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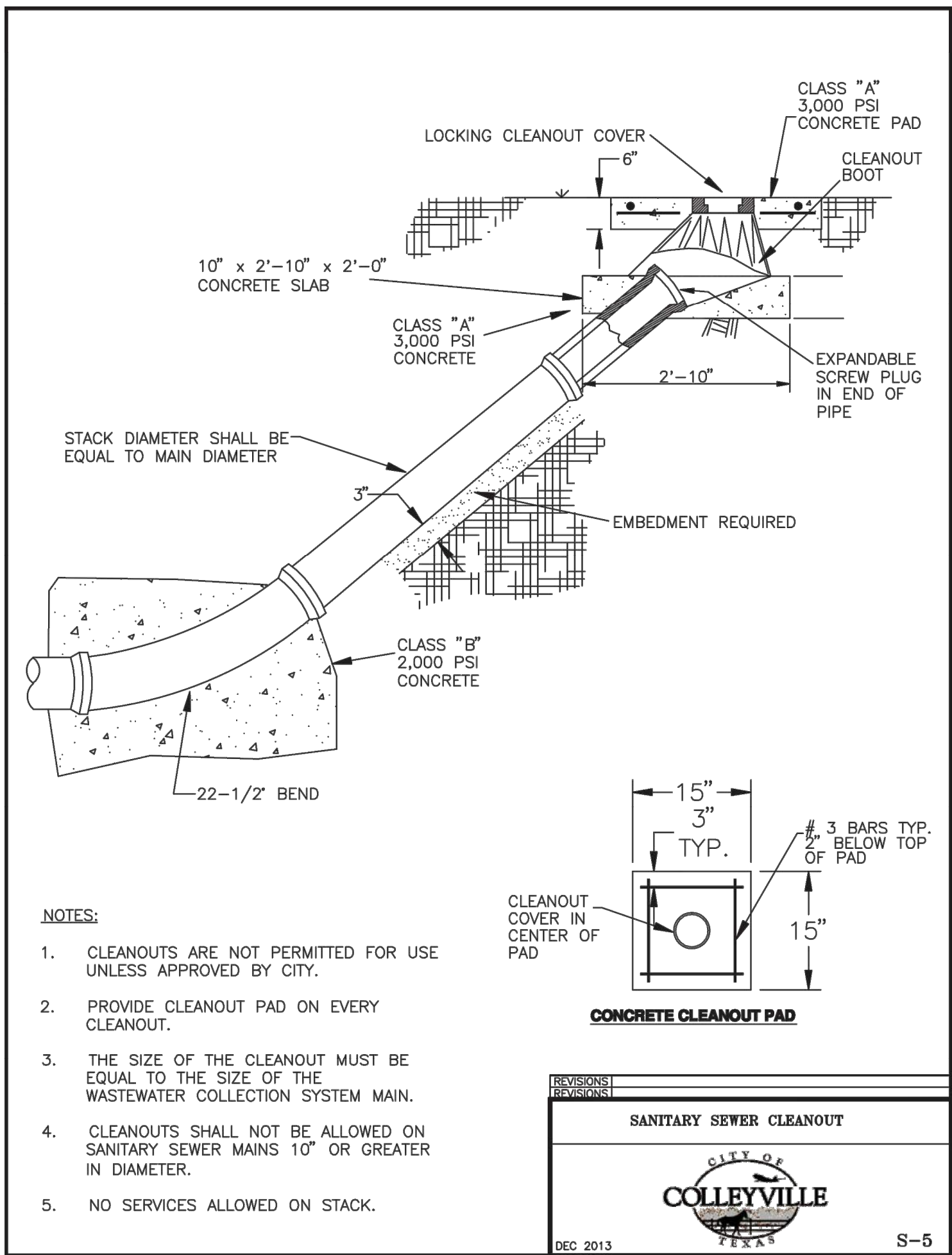
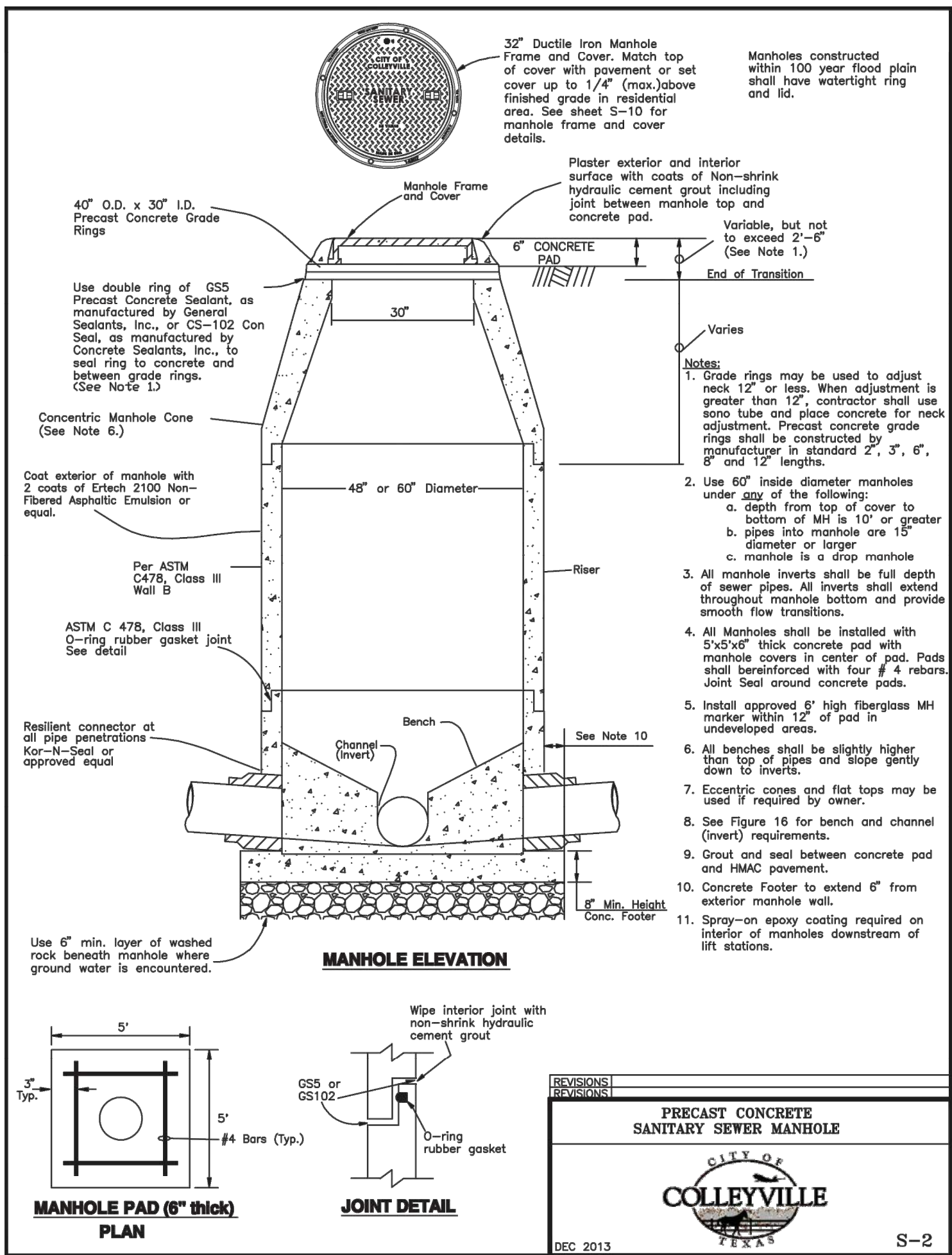
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19-0200

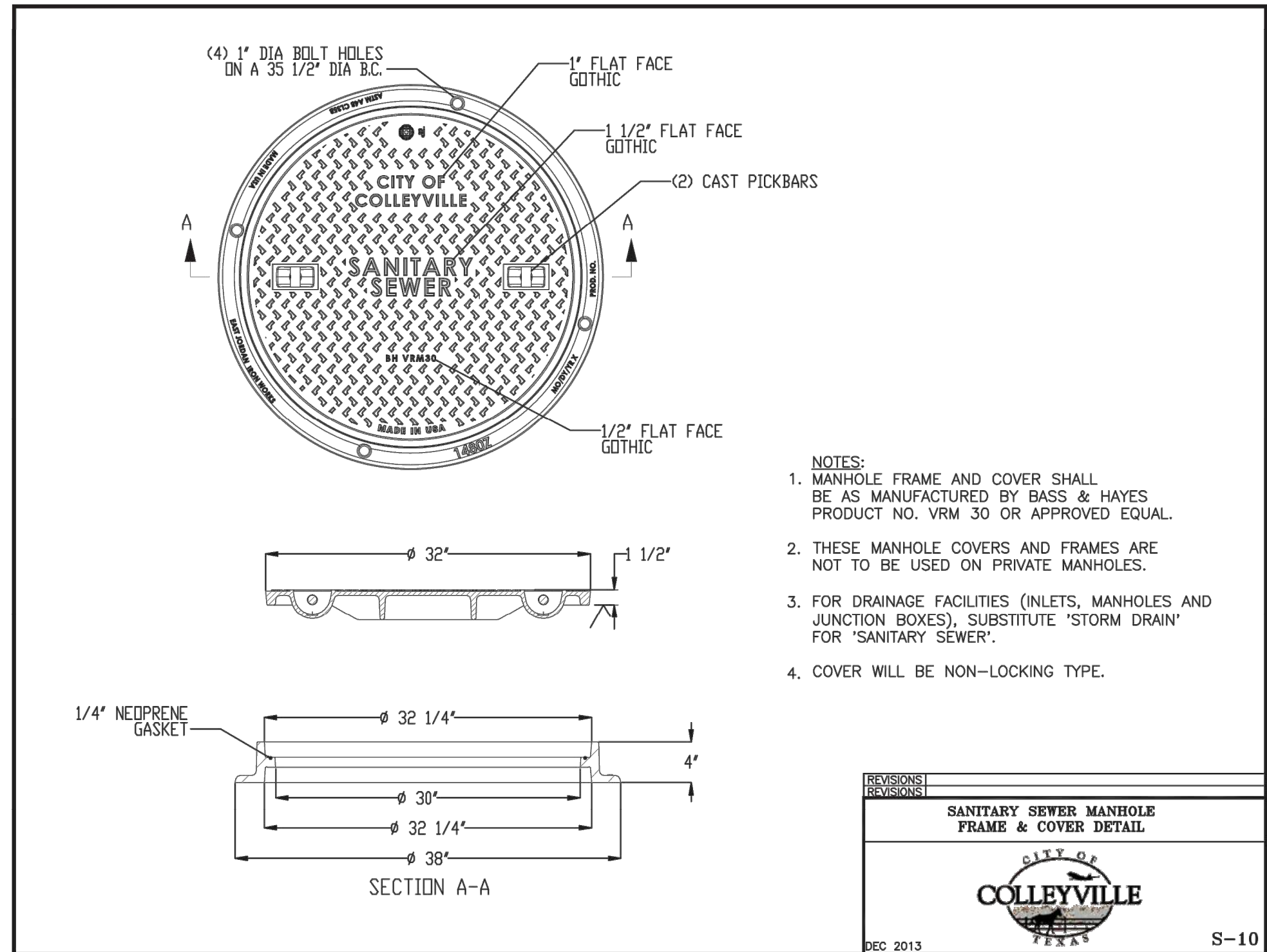
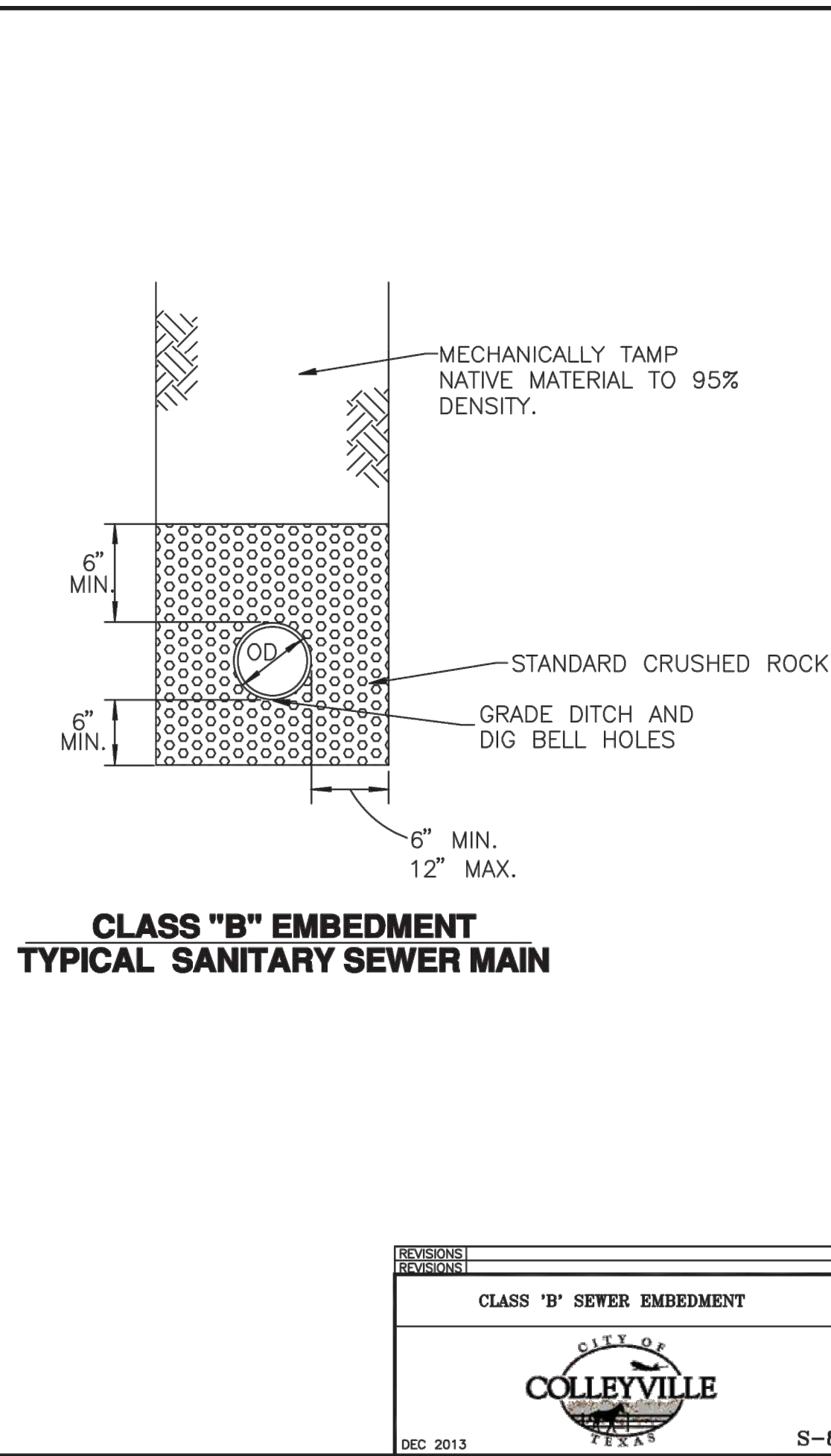
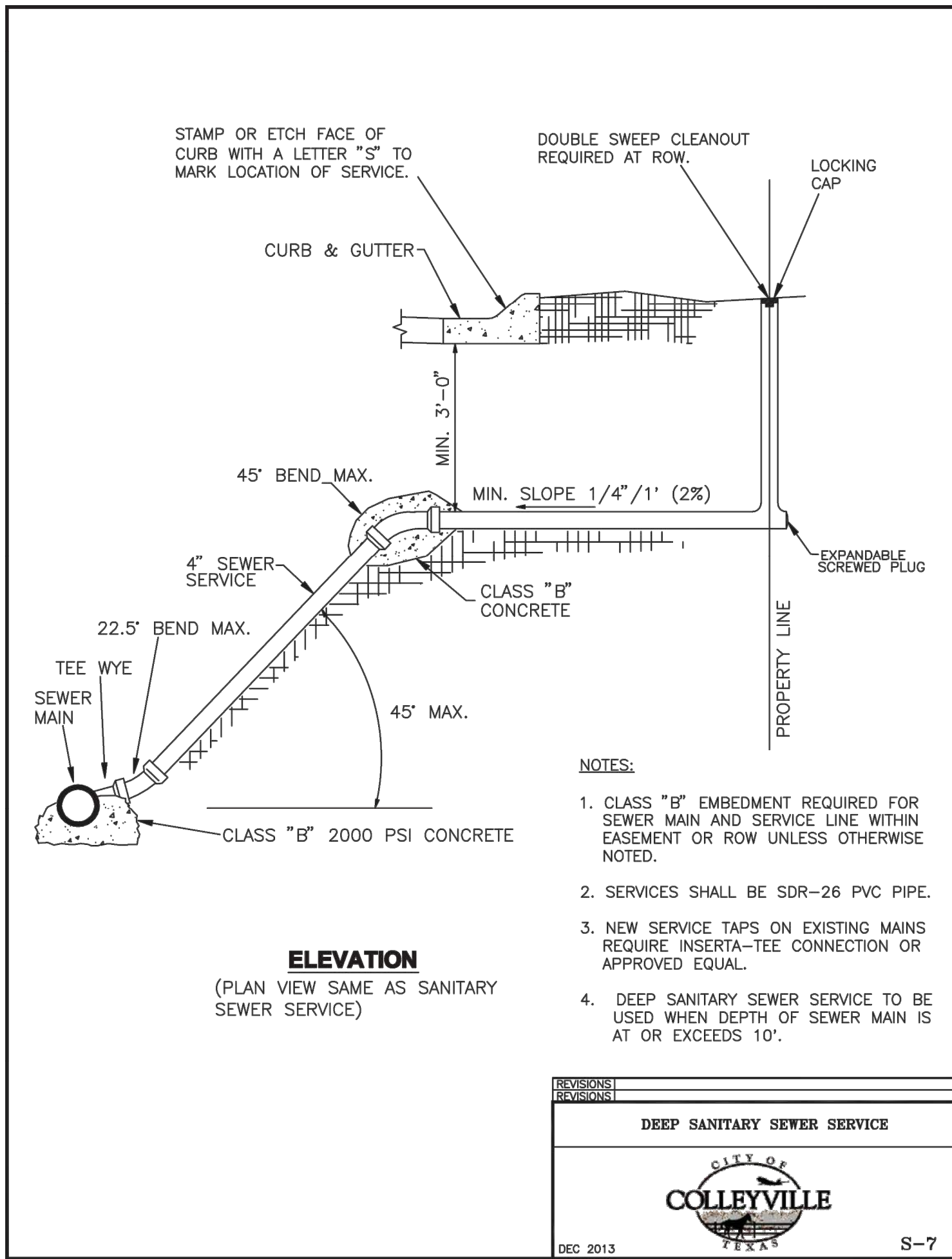
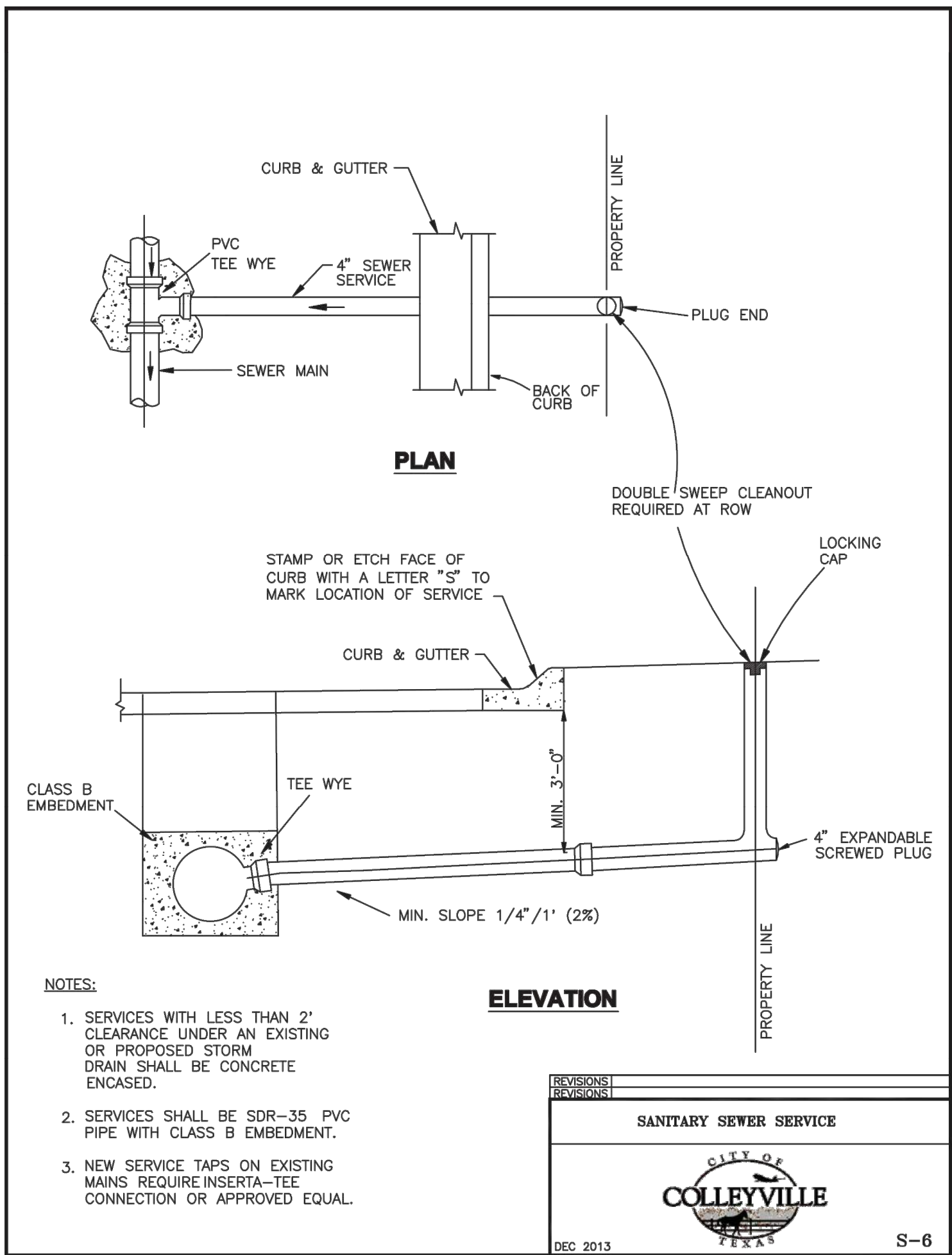
SHEET No.:
21



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- 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.



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SEWER DETAILS

PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

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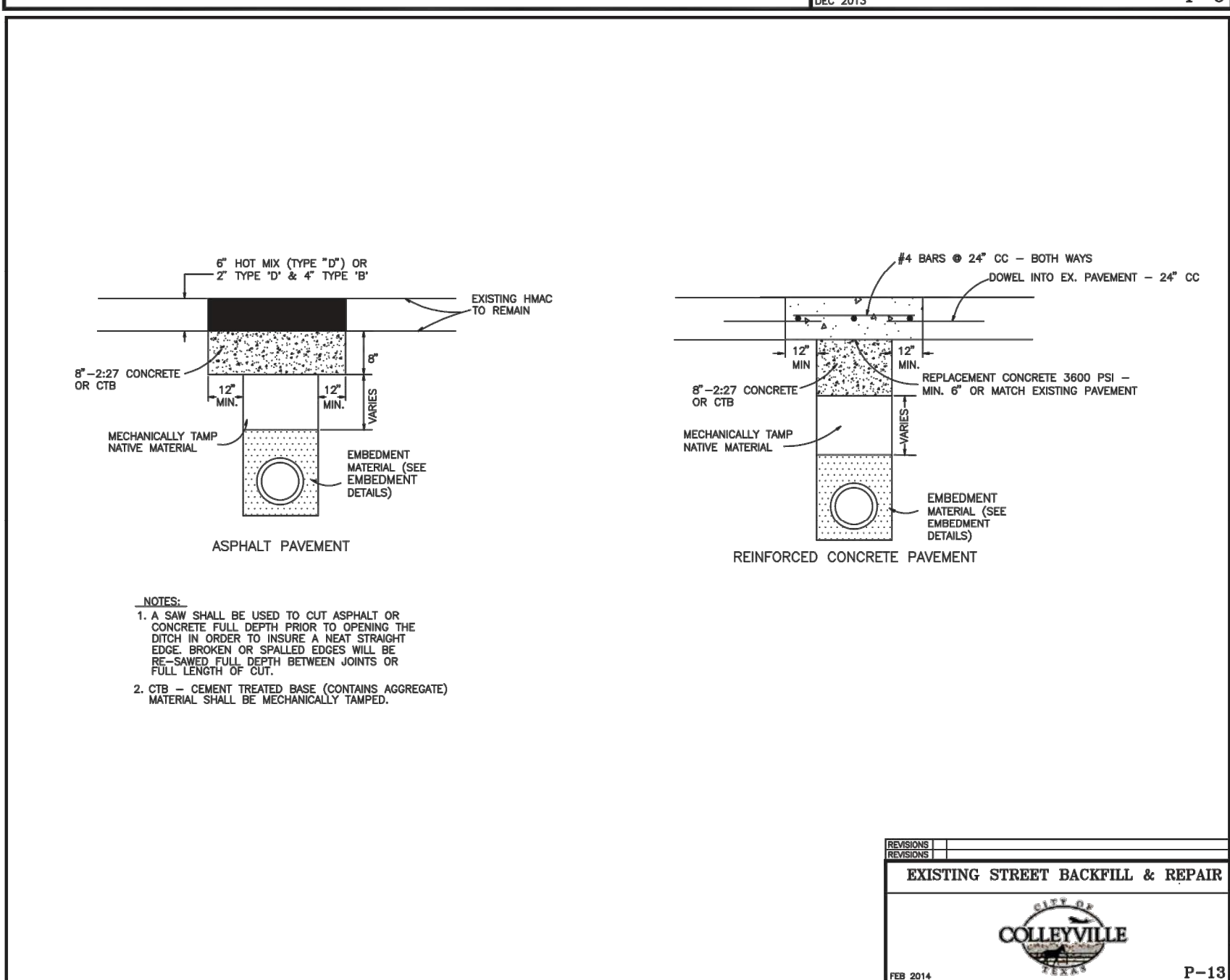
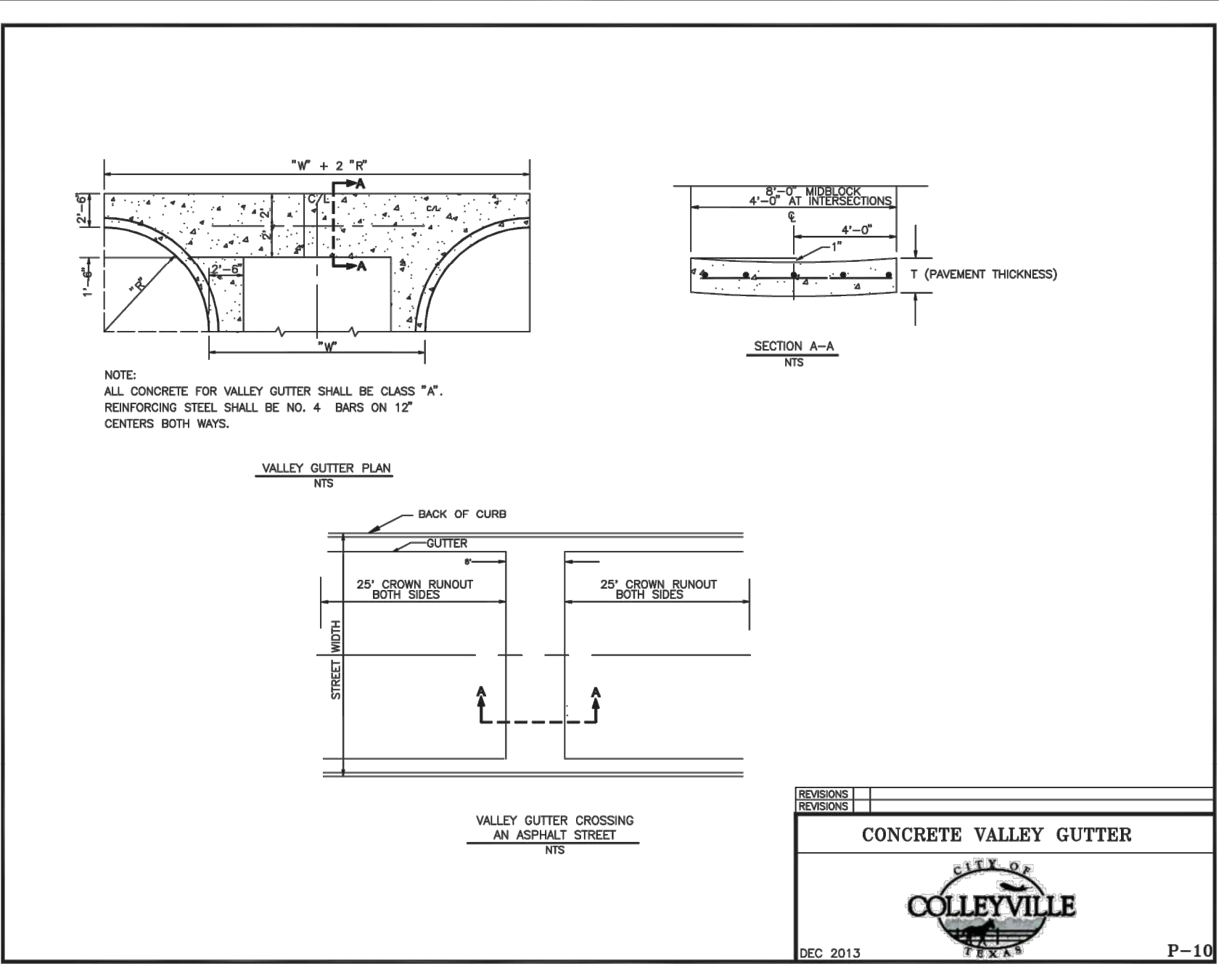
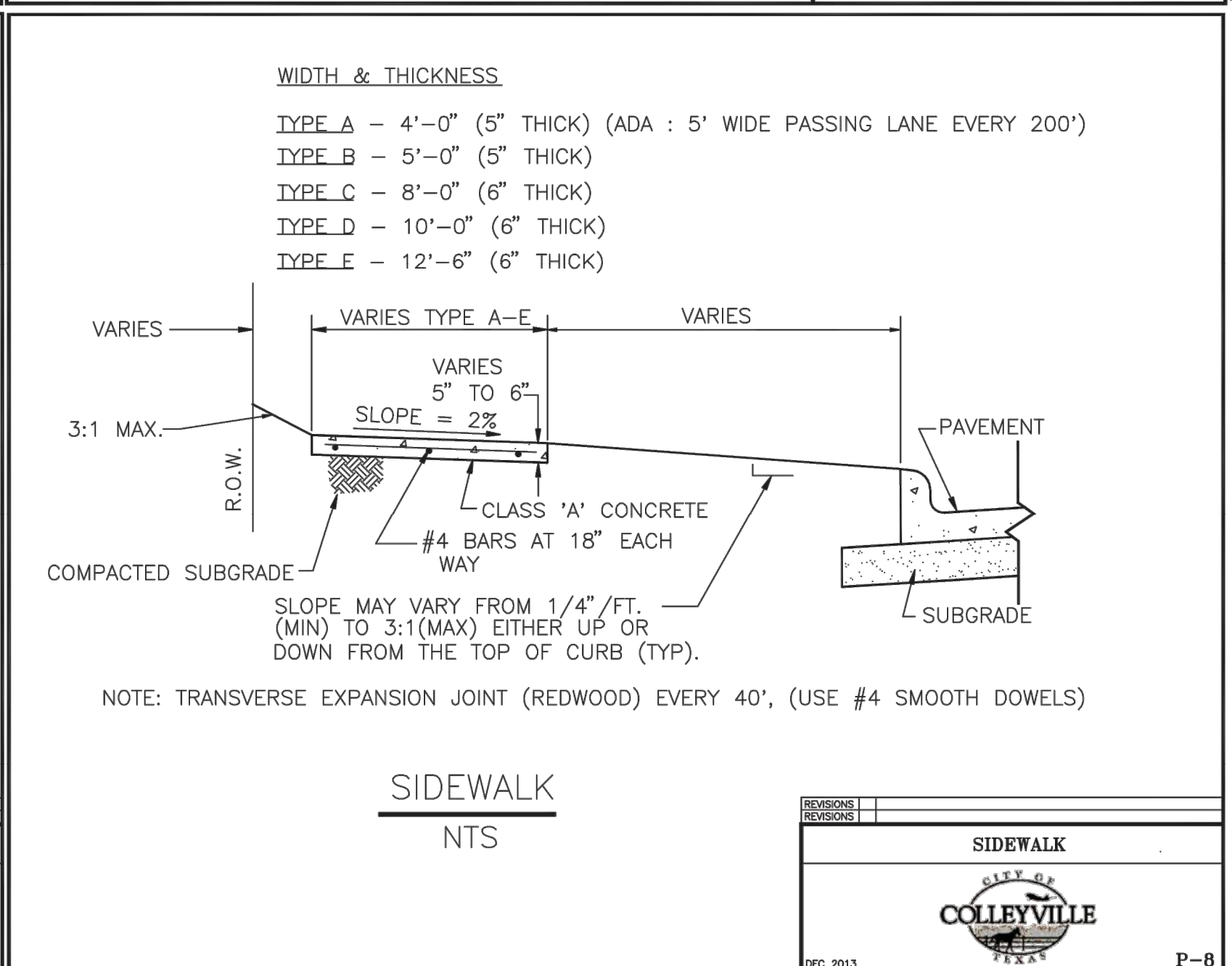
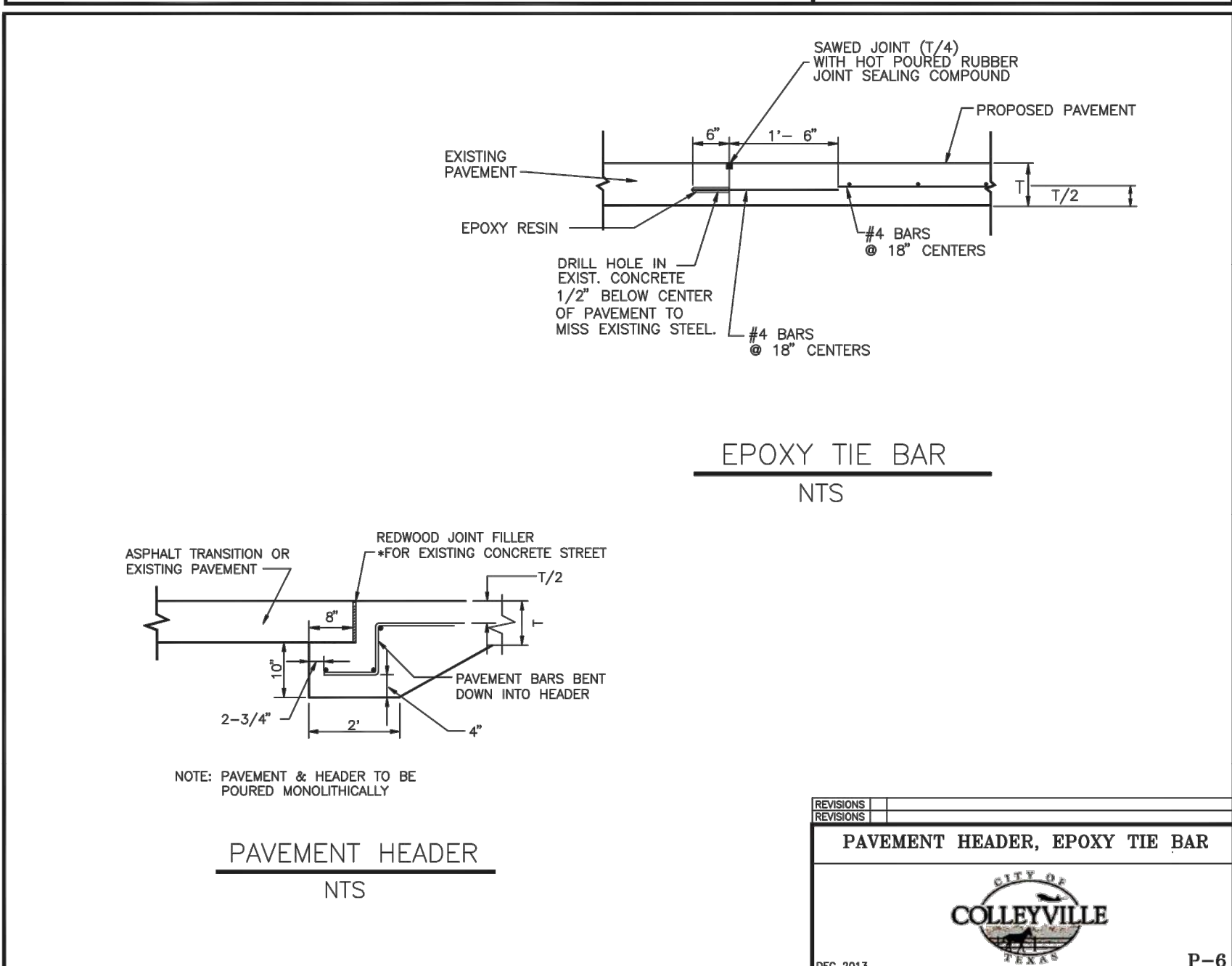
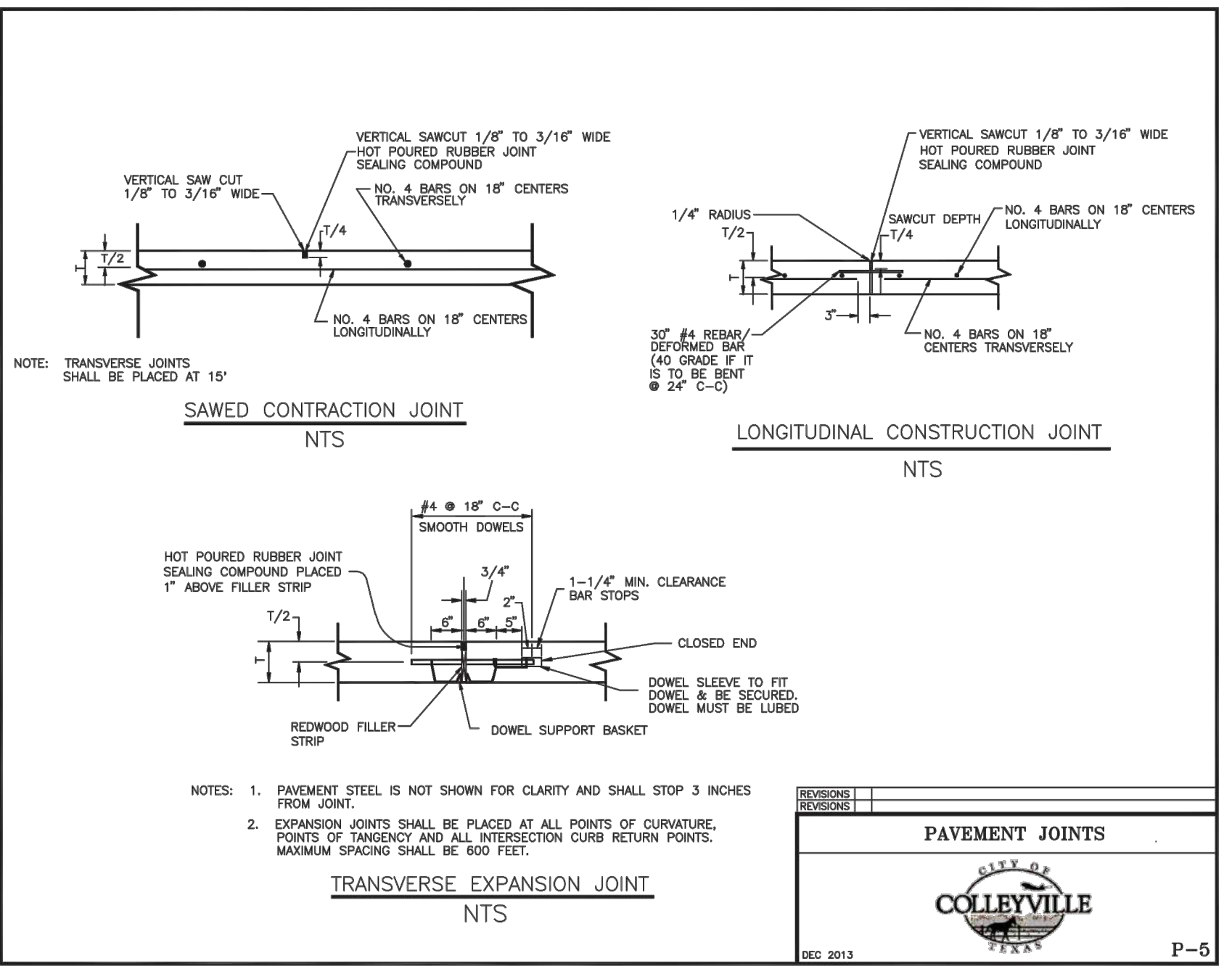
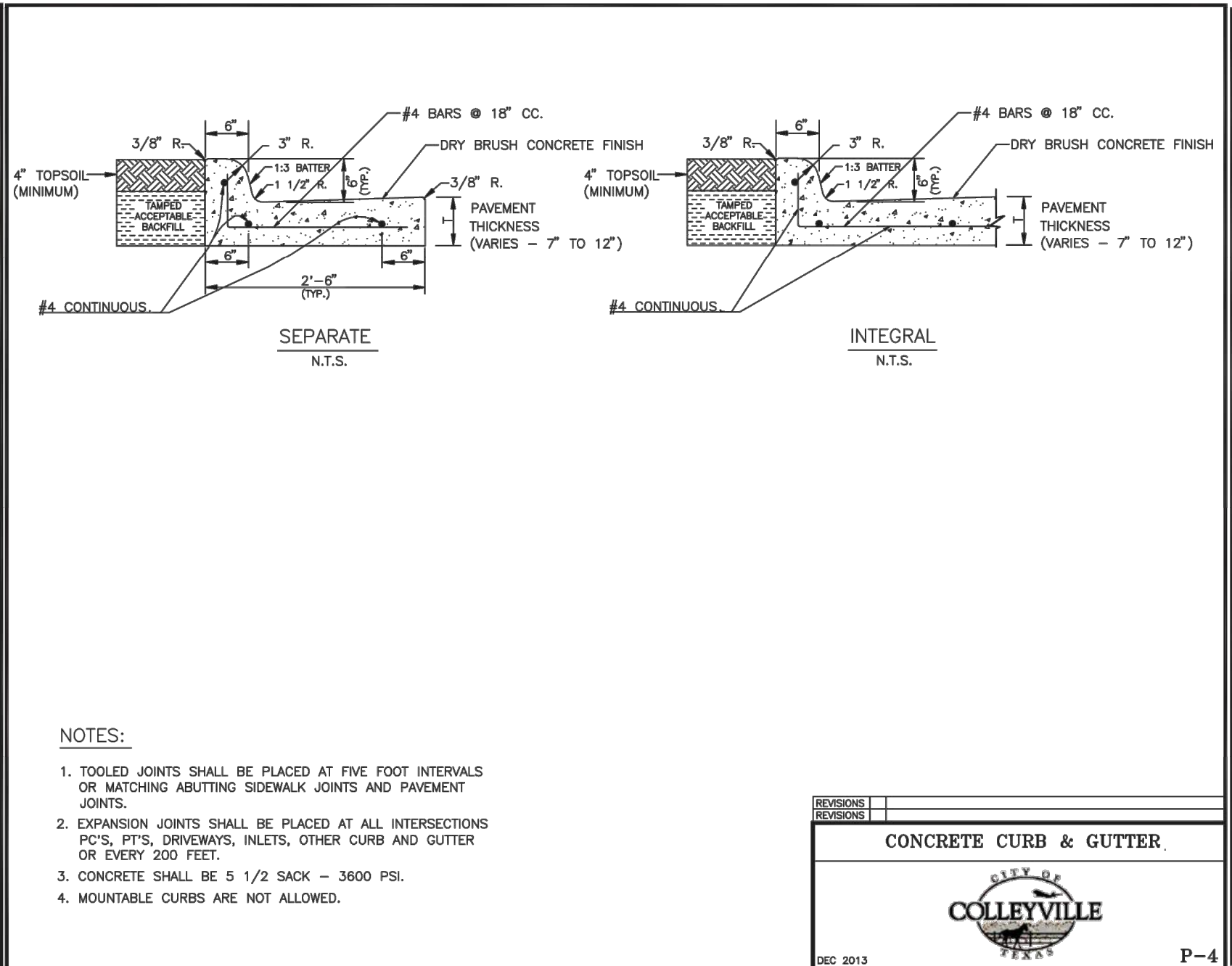
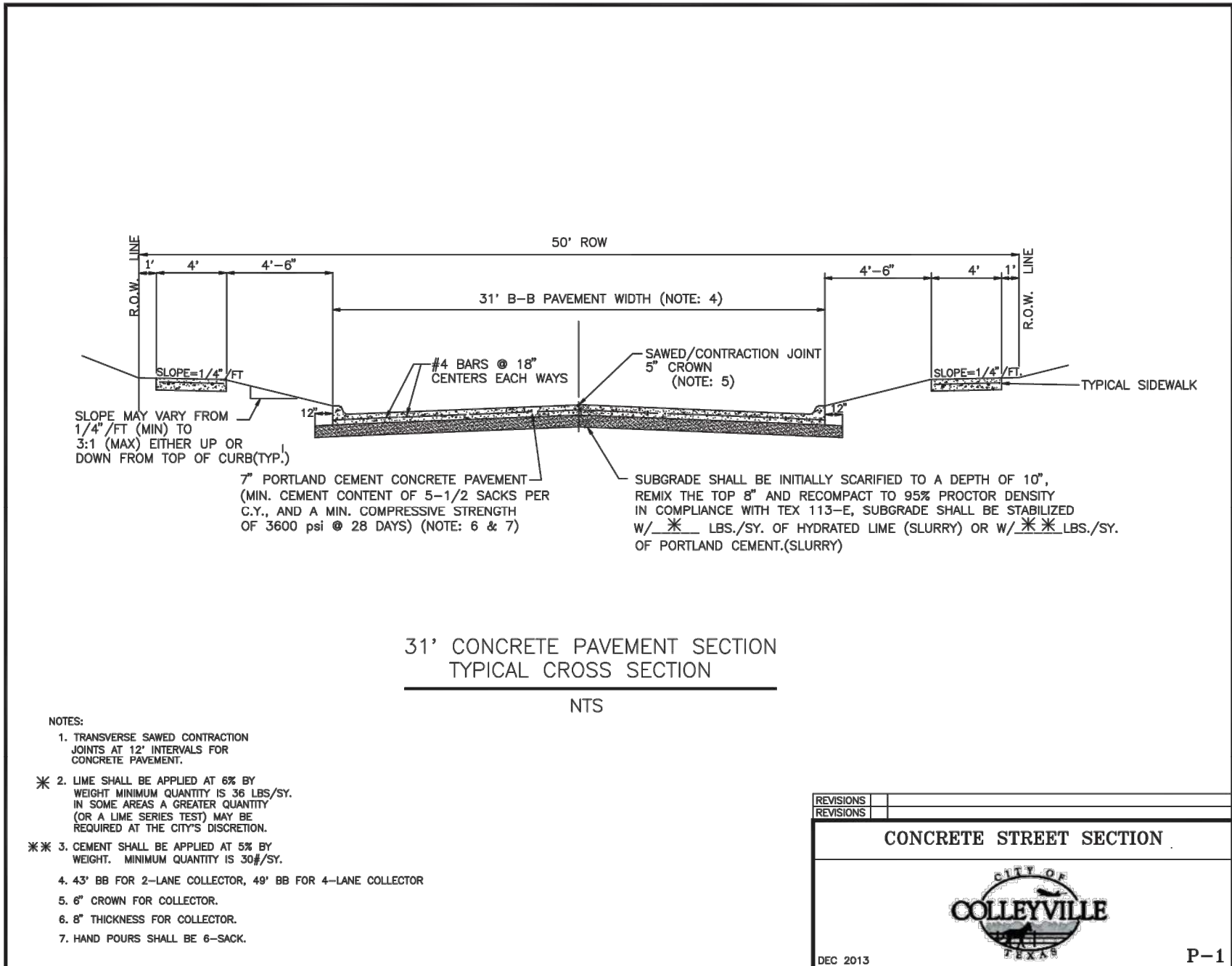
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19-0200

SHEET No.: **23**

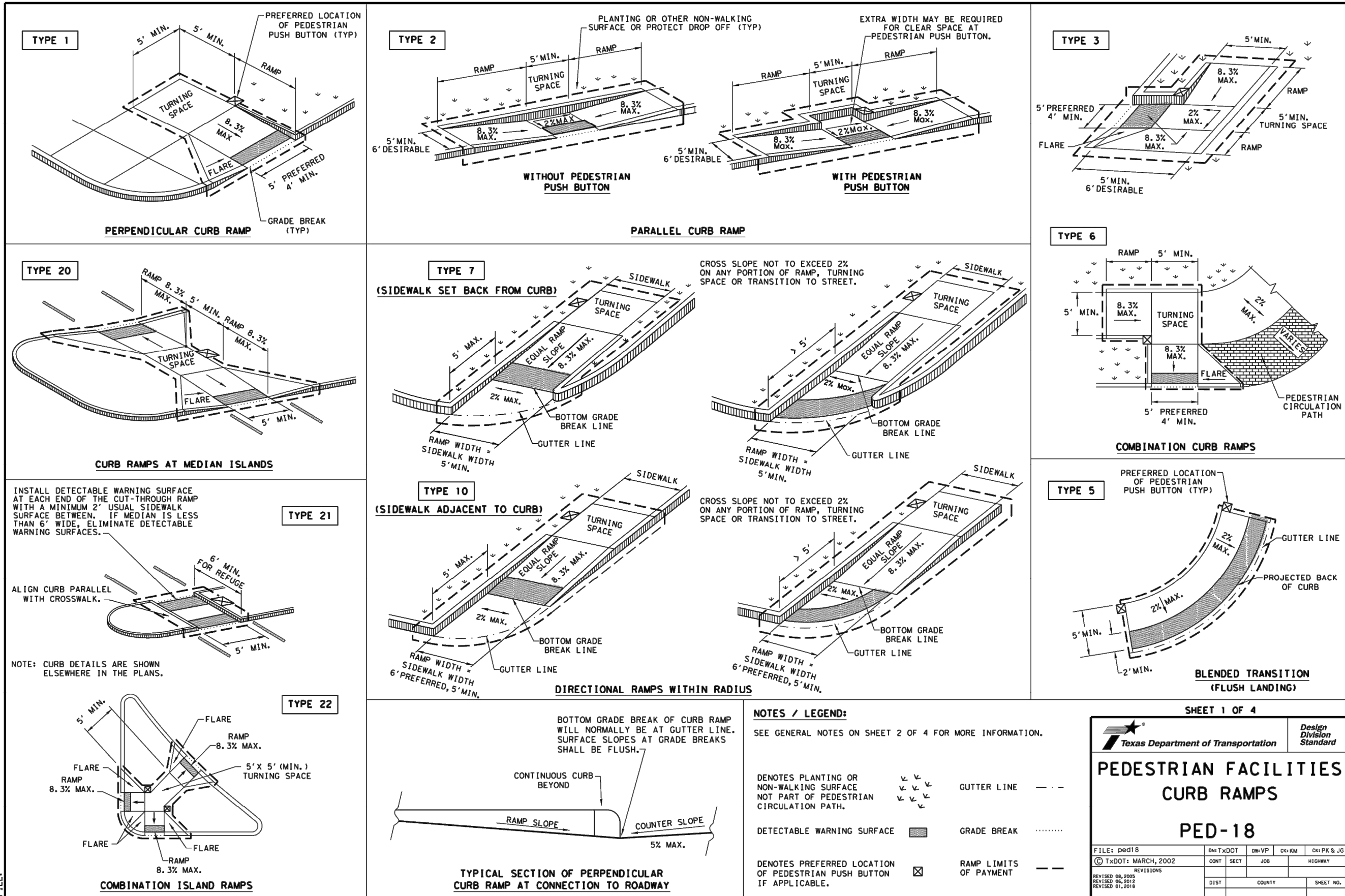


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PAVING DETAILS

PRESTON MANOR ADDITION
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

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GENERAL NOTES

CURB RAMPS

2. Install a curb ramp or blended transition at each pedestrian street crossing.
3. All slopes shown are 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' 6". Where the sidewalk is adjacent to the back of curb, a minimum sidewalk 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 spaces shall be 5' x 5' minimum. Curb ramp 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 sidewalk and wholly outside the parallel vehicle 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 where the sidewalk is adjacent to the back of curb ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise not intended for pedestrian travel.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published by the U.S. Department of Transportation and Federal Highway Administration (FHWA).
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 crossing space for pedestrians 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. Crossover dimensions, crossover markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crossover markings are not required, stop bars shall align with the curb ramp crosswalk.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Medians are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 of the Standard Specifications.
14. Place concrete to 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 1 within the limits of payment are considered part of the curb ramp system, whether the curb is 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

19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with FHWA's. The surface must contrast visually with the adjacent surfaces. Included in the surface are the following:
 - a. The surface must be made of a material that is not slippery when wet.
 - b. The surface must be made of a material that is not made of cast-in-place dark brown or dark red detectable warning surface material.
 - c. The surface must be made of a material that is not made of cast-in-place concrete.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with the manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. 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 ramp or landing is used for pedestrian travel.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radii.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface.



25. Furnish detectable warning under units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern as directed.
 26. Lay full size unit. First followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning cover units using a power law.
- SIDEWALKS**
27. Provide clear ground space at curbable ports, including pedestrian push buttons. Curbable ports shall be placed within unobstructed reach range specified in PROWAG section R406.
 28. Place traffic signal or illumination ports, 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 street. If the street grade is less than five percent (5%) and a curb is not provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall be constructed in accordance with the following:
 - a. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
 - b. 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".
 32. Sidewalk details are shown elsewhere in the plans.

DETECTABLE WARNING PAVEMENT WITH TRUNCATED DOMS

PREFABRICATED DETECTABLE WARNING PANEL

SIDE FLARE (TYP)

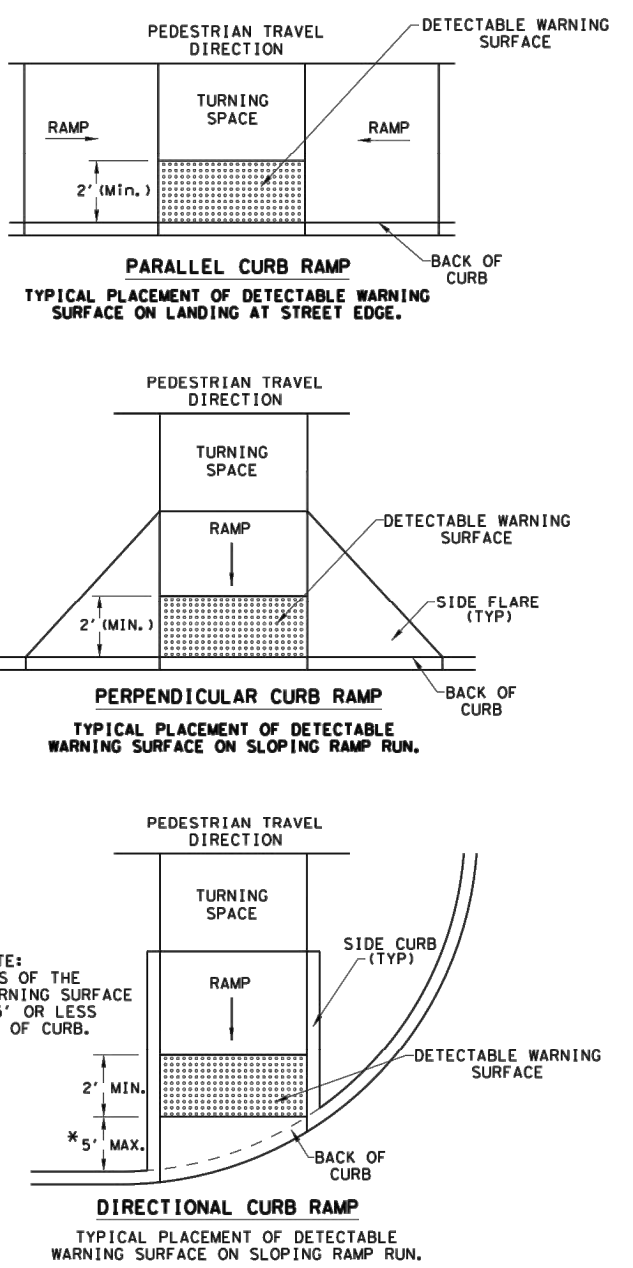
NO. 3 REBAR AT 18" (MAX) ON-CENTER - BOTH WAYS OR AS DIRECTED

CLASS A CONCRETE - SHALL CONFORM TO APPLICABLE SPECIFICATIONS

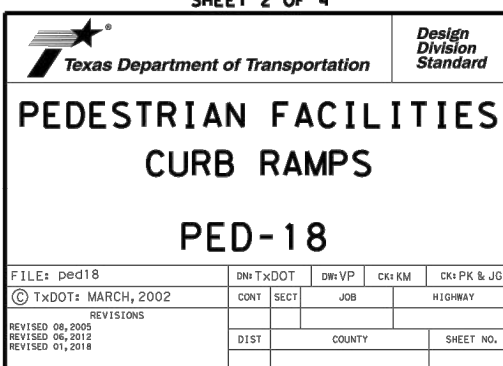
(MIN. 1.5" DEPTH OF DETECTABLE WARNING PANEL)

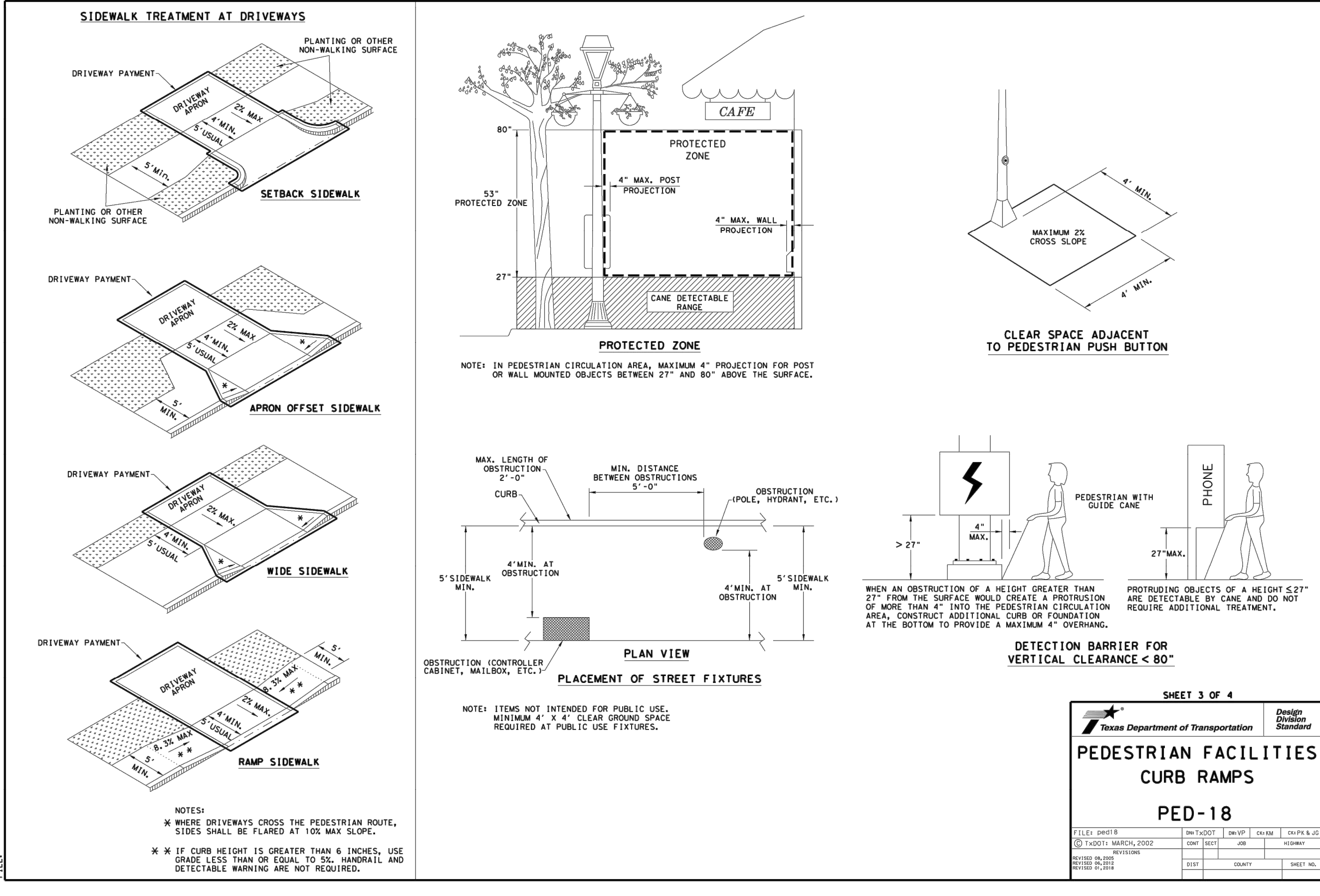
CURB RAMP AT DETECTABLE WARNING

SECTION VIEW DETAIL

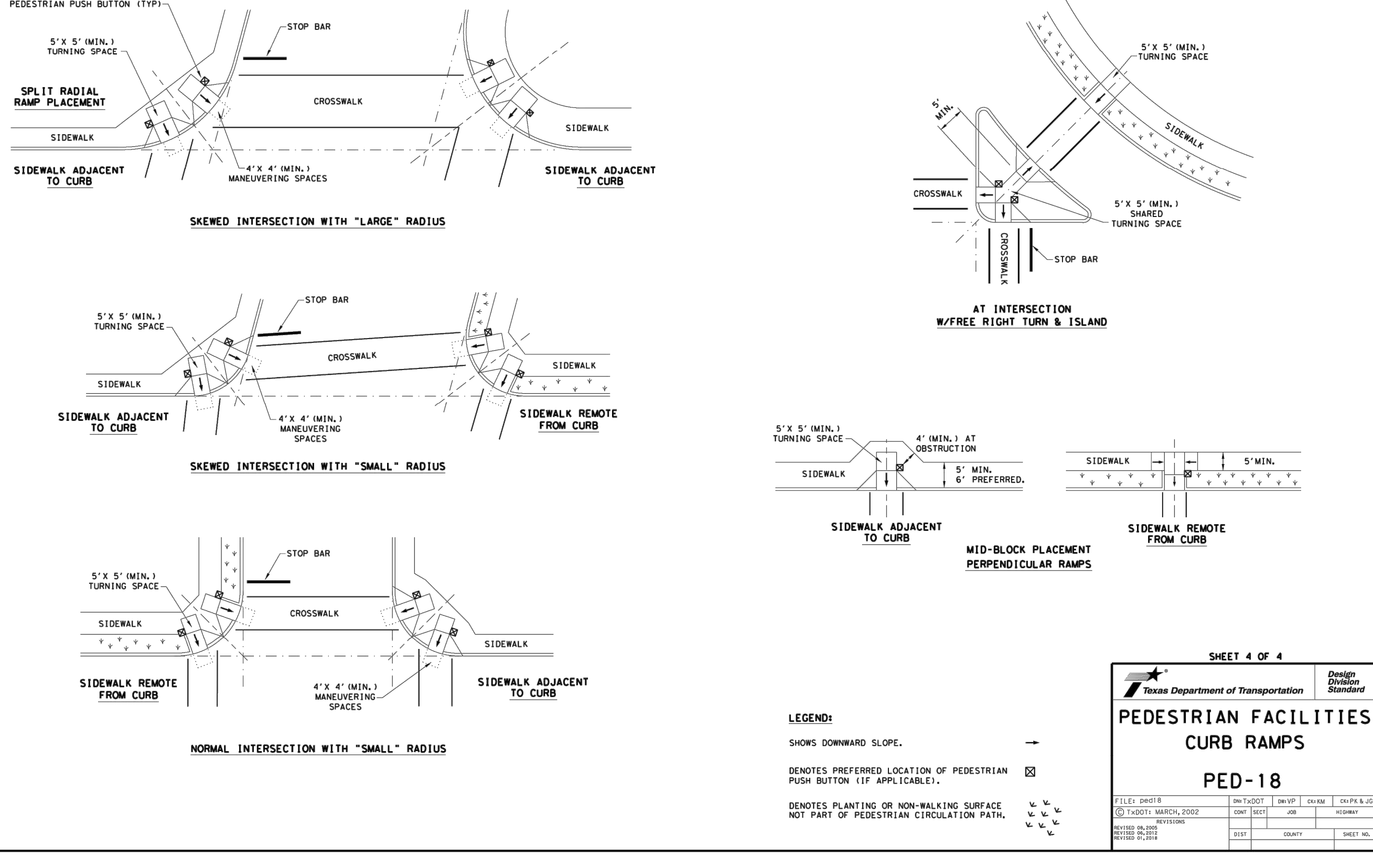


SHEET 2 OF 4





TYPICAL CROSSING LAYOUTS
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



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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

NO.	REVISION DESCRIPTIONS:	DATE:

TXDOT ADA RAMP DETAILS

**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

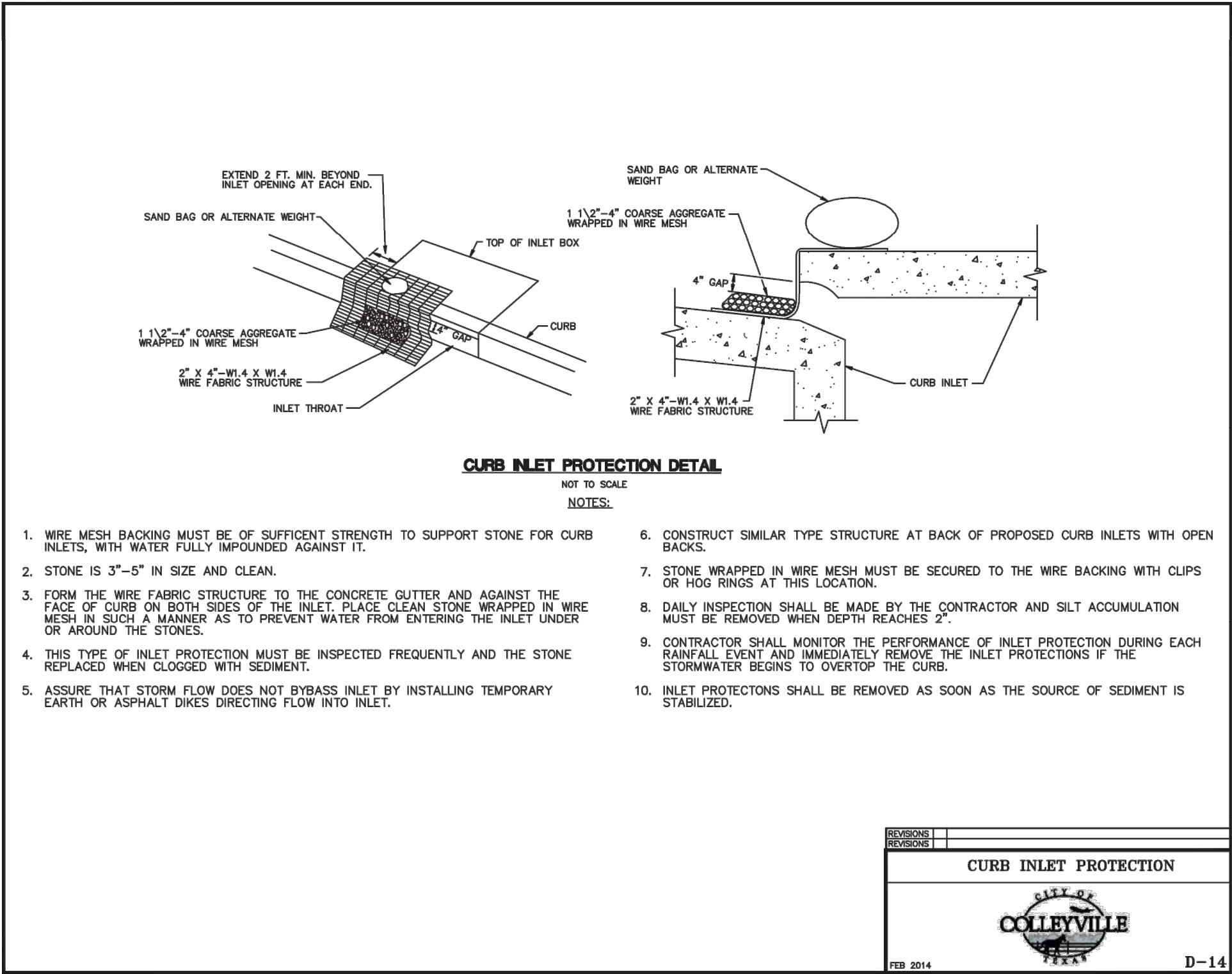
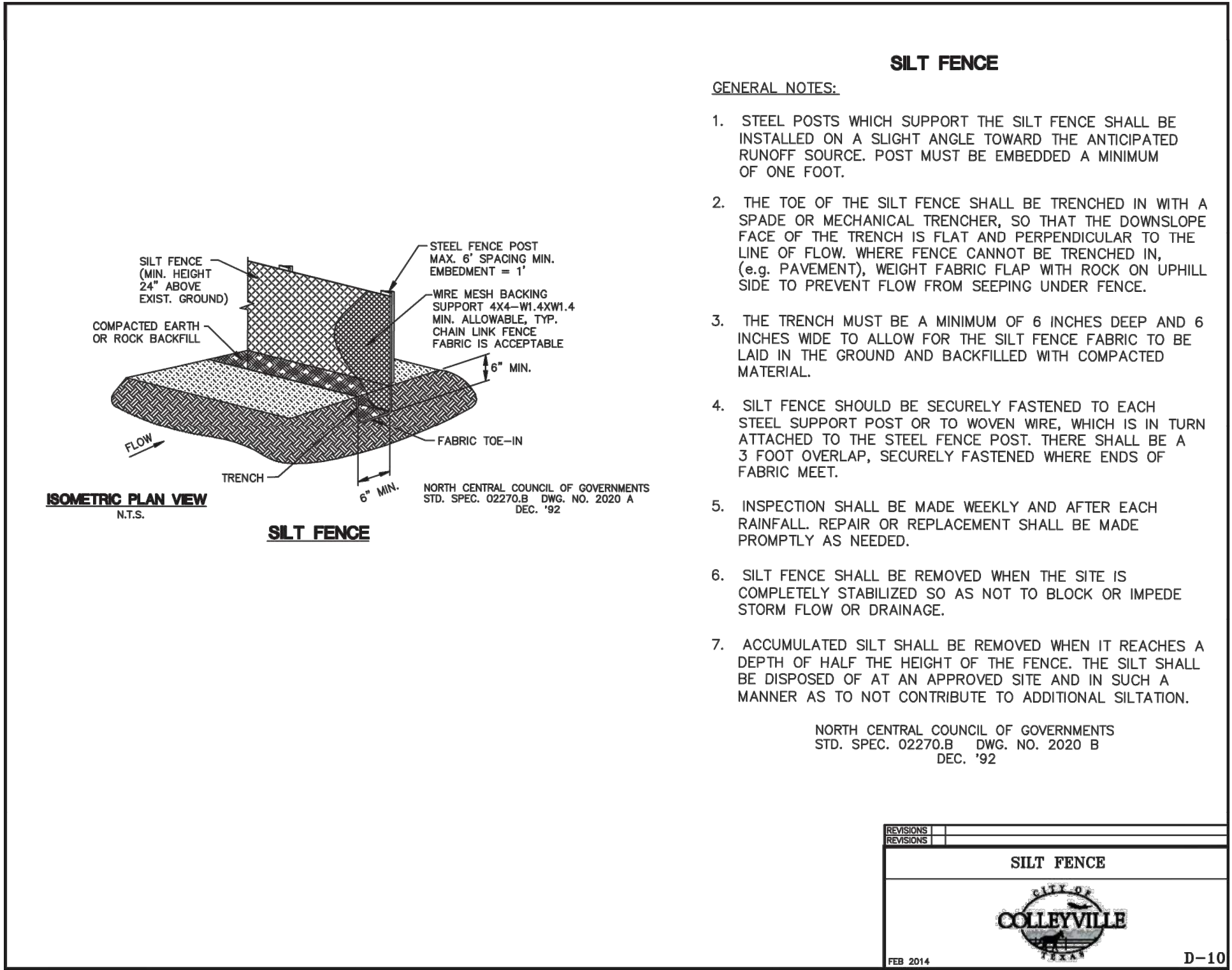
A.N.A. PROJECT NO.:

19-0200

SHEET No: 00

SHEET NO.: 26

26



Sewer Line Easement

Page 1 of 8

D219174536 8/7/2019 7:38 AM

PGS 8

Fee: \$44.00

Submitter: SIMPLIFILE

Electronically Recorded by Tarrant County Clerk in Official Public Records

Mary Louise Nicholson
Mary Louise Nicholson

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

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.

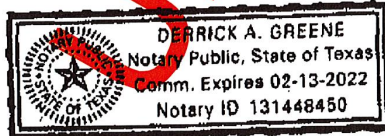


[Signature]
Notary Public, State of Texas

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;

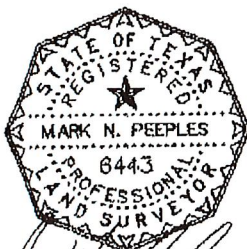
THENCE South 58°39'37" West, departing the northeast line of said Lot 7 and the southernmost southwest line of said G&H Group, LLC tract, over, across, and upon said Lot 7, a distance of 102.73 feet to a point for corner;

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;

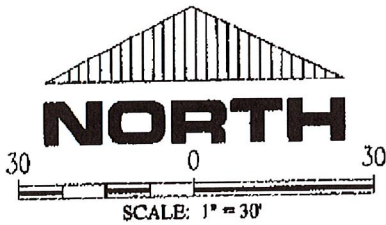
THENCE North 02°04'50" West, departing the north right-of-way line of said Oak Top Drive and with the west line of said Lot 7, a distance of 257.69 feet to a point for corner;

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.

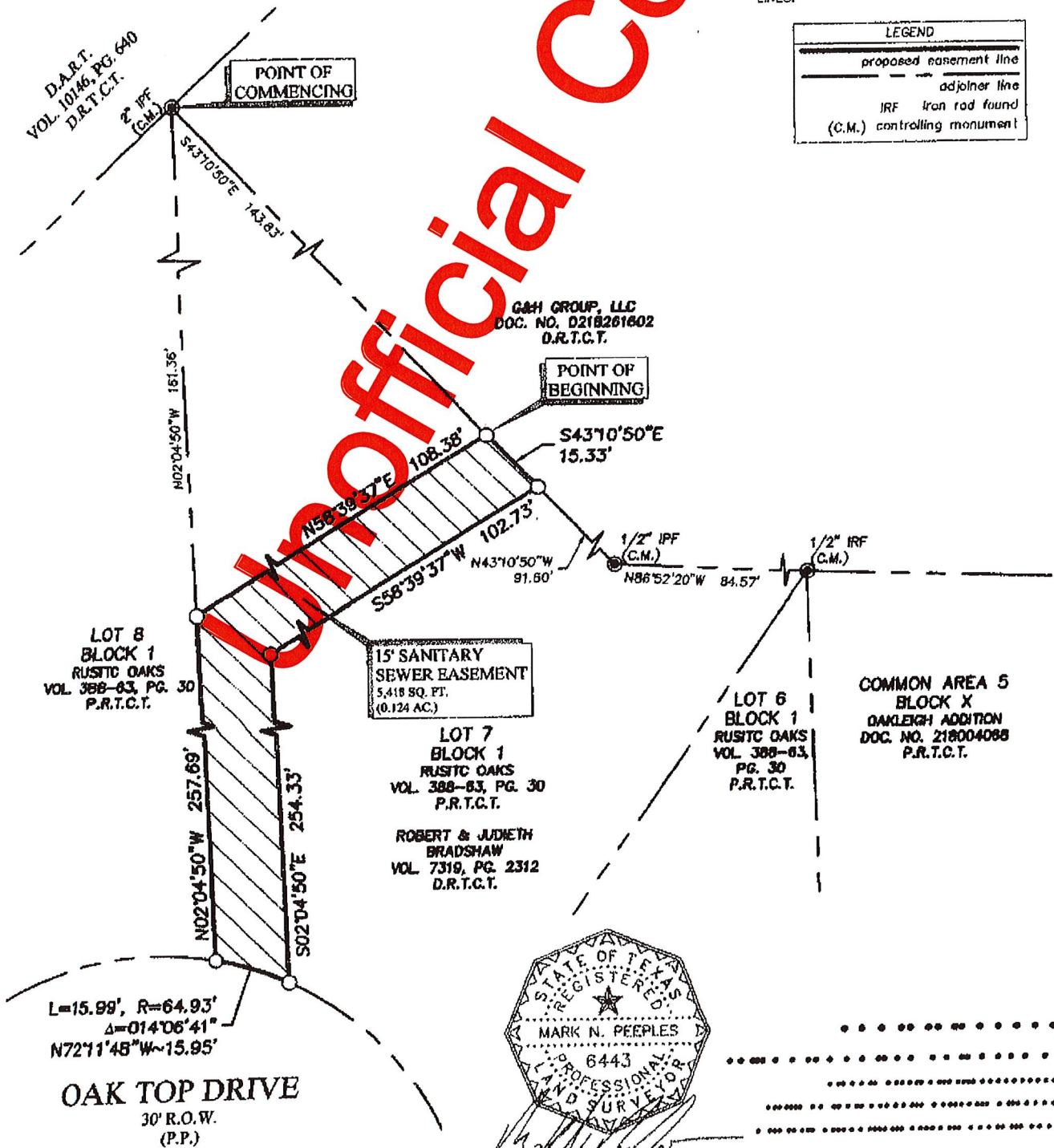
LEGEND

----- proposed easement line

----- adjoiner 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.

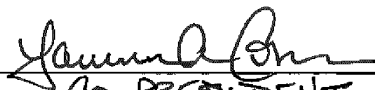
[signature page follows]

Access Easement Agreement

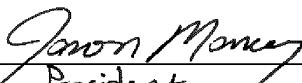
SIGNED AND AGREED this 27th day of January, 2020 WOC
~~20th~~ day of ~~November~~, 2019.

GRANTOR:

WILBOW-OAKLEIGH DEVELOPMENT
CORPORATION

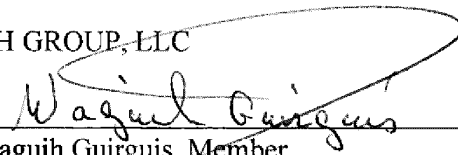
By 
Its CO-PRESIDENT

OAKLEIGH RESIDENTIAL COMMUNITY, INC.

By 
Its President

GRANTEE:

G & H GROUP, LLC

By 
Waguhi Guirguis, Member

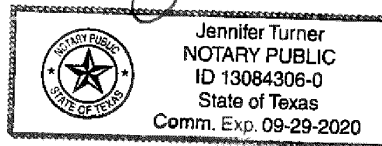
Access Easement Agreement

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

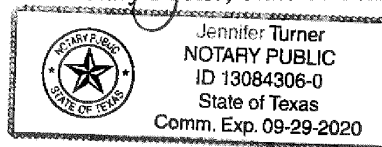
STATE OF TEXAS §
 §
COUNTY OF DALLAS §



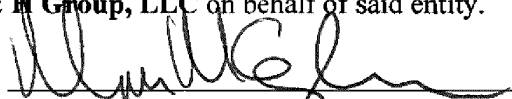
This instrument was acknowledged before me on the 21st day of November, 2019 by Jason Massey of Oakleigh Residential Community, Inc. on behalf of said entity.


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;

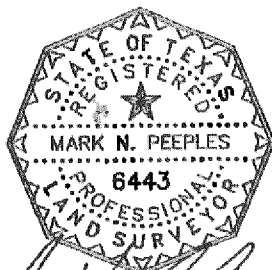
THENCE South 44 degrees 44 minutes 43 seconds East, departing the southernmost east line of said G&H Group, LLC. tract, with the southwest line of said Lot 1 and the northeast line of said Common Area 6, a distance of 30.00 feet to a point for the southernmost southwest corner of said Lot 1, the northernmost 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

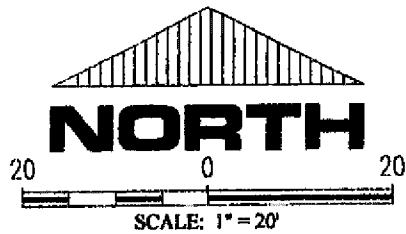
Part of Lot Common Area 6, Block X
Oakleigh Addition

J.J. Newton Survey, Abstract No. 1176
City of Colleyville, Tarrant County, Texas

- 2019 -

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Access Easement Agreement



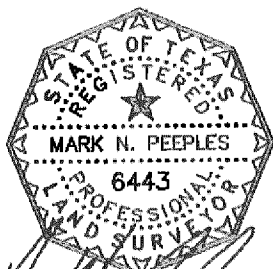
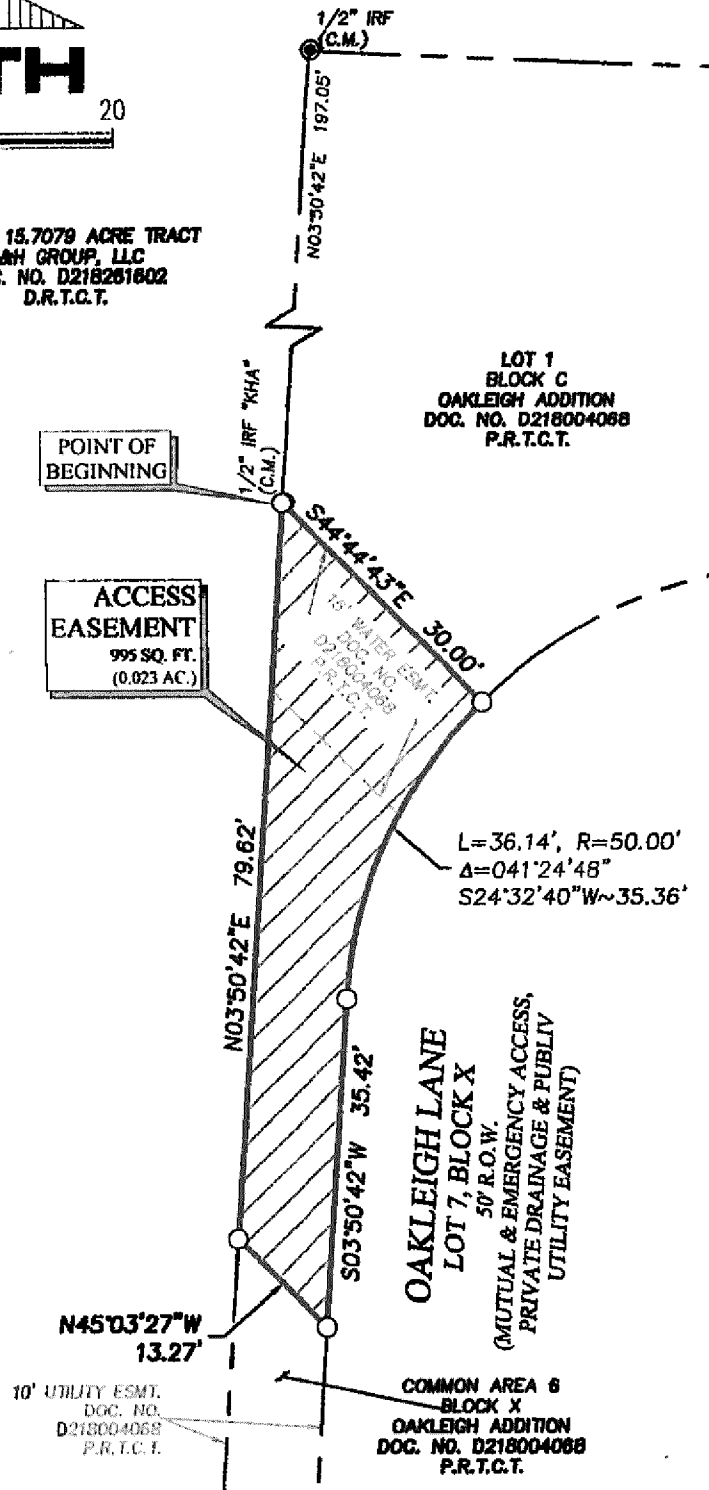
CALLLED 15.7079 ACRE TRACT
GAMH GROUP, LLC
DOC. NO. D218281802
D.R.T.C.T.

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

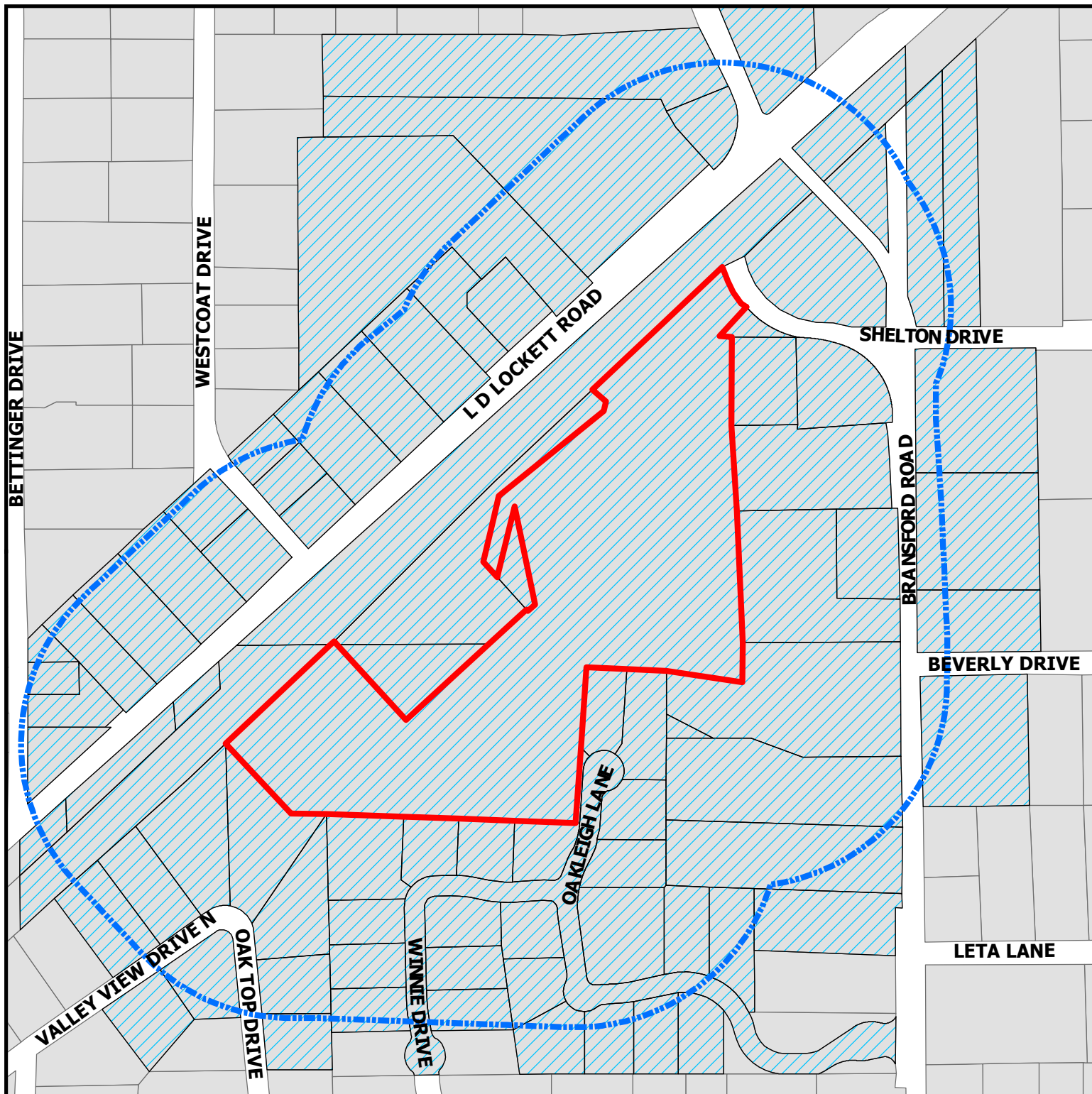
Part of Lot Common Area 6, Block X
Oakleigh Addition

J.J. Newton Survey, Abstract No. 1176
City of Colleyville, Tarrant County, Texas

- 2019 -

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Notification Map

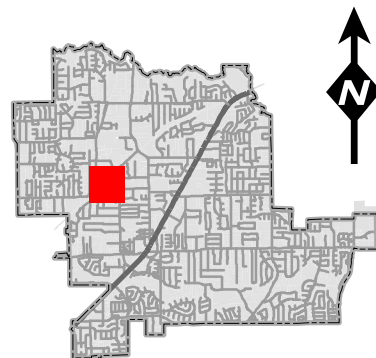


Zoning Map

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

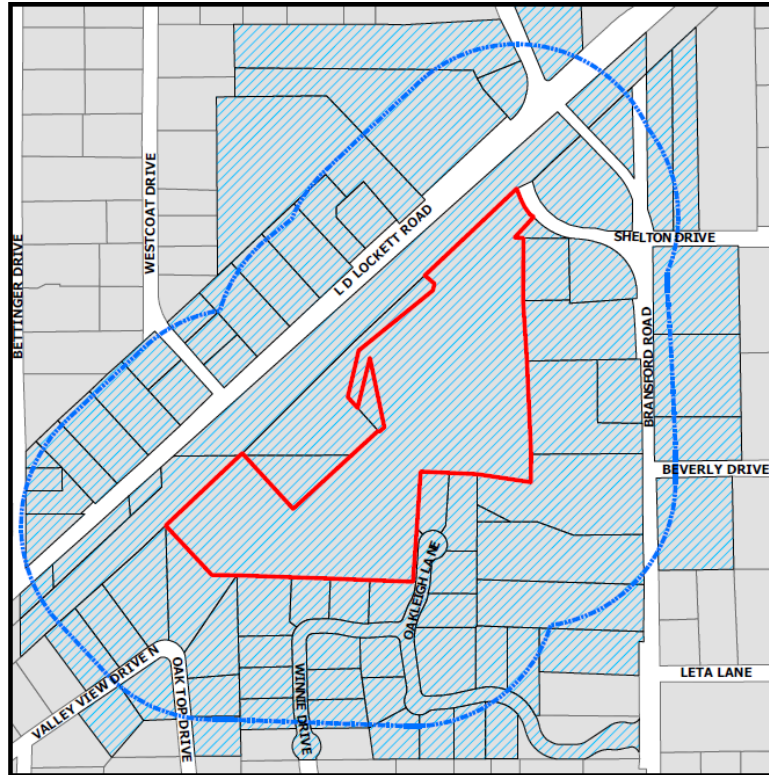
Location: 401 Shelton Drive

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 19th DAY OF MAY 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]



City of Colleyville Planning and Zoning Commission Agenda Briefing

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

Agenda Number 12

Agenda Date 5/19/2020

Type Approval of Minutes

Department Community Development

Title

September 23, 2019 Planning and Zoning Commission Minutes

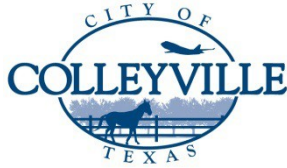
October 14, 2019 Planning and Zoning Commission Minutes

October 28, 2019 Planning and Zoning Commission Minutes

November 12, 2019 Planning and Zoning Commission Minutes

Attachments

1. September 23, 2019 PZ WK Minutes
2. October 14, 2019 PZ Minutes
3. October 28, 2019 PZ WK Minutes
4. November 12, 2019 PZ Minutes



City of Colleyville Planning and Zoning Commission Worksession Minutes

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

Monday, September 23, 2019

City Council Chambers

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession was called to order by Chair Mathisen on September 23, 2019, at 6:35 p.m.

Roll Call

Present: Ryan Moore, Kimberly Holt, Susan Mathisen, Matt Koch, and Claudia Bevill

Absent: Jason Elms

Staff Present: Jacquelyn Reyff, Robert McKeown, and Araceli Botello

1. PRESENTATION AND DISCUSSION

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

Jackie Reyff presented the case and briefed the Commission.

There was general discussion regarding the type of building materials, location of the carwash, the parking location, and type of rental vehicles, the intention of the expansion, if applicant will be serving the airport clientele, landscaping, and drainage.

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

Jackie Reyff presented the case and briefed the Commission.

There was general discussion regarding the location of the pool, the visibility triangle, location of the old fence and proposed fence, and building materials.

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

Jackie Reyff presented the case and briefed the Commission.

There was general discussion regarding the drive-thru, landscaping, the location of the dumpster, detention ponds, the screening and size of the dumpster, screening, and date business is opening.

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

Jackie Reyff presented the case and briefed the Commission.

There was general discussion regarding the permit for the fence, recent changes in fencing regulations, and drop-off regulations by the Texas Department of Transportation.

2. ADJOURNMENT

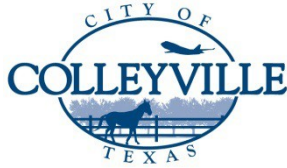
The meeting adjourned at 6:54 p.m.

The minutes were written and prepared by:



Araceli Botello
Planning Technician

The meeting minutes were approved on May 11, 2020 by a vote of 4-0.



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, October 14, 2019

City Council Chambers

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission meeting was called to order by Commissioner Moore on October 14, 2019, at 7:06 p.m.

Roll Call

Present: Ryan Moore, Sayeda Syed, Kimberly Holt, Matt Koch, and Claudia Bevill

Absent: Susan Mathisen and Jason Elms

Staff Present: Ben Bryner, Araceli Botello, Rob McKeown, and Eddie Tangadunrat

1. SWEARING IN OF NEWLY APPOINTED MEMBERS

Planning Technician Araceli Botello administered the oath of office to Sayeda Syed

2. CITIZEN COMMENTS/PRESENTATION REGARDING ITEMS NOT ON THE AGENDA

There were no citizens wishing to speak.

3. APPROVAL OF MINUTES

- 3a** September 10, 2018 Minutes (Regular Meeting)
 September 24, 2018 Minutes (Worksession)
 September 24, 2018 Minutes (Regular Meeting)
 October 8, 2018 Minutes (Regular Meeting)

Commissioner Koch made a motion to approve the September 10, 2018 minutes, the September 24, 2018 worksession and regular minutes, and the October 8, 2018 minutes. Commissioner Bevill seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Moore, Syed, Holt, Koch, and Bevill

Nay: 0

4. PUBLIC HEARING AGENDA ITEMS

4a Consideration of a zoning change from CC-1 Village Retail to PUD-C Planned Unit Development-Commercial in Tract 2C03, Abstract 206, in the BBB & C RY Survey, located at 4917 Colleyville Blvd, Case ZC19-012

Ben Bryner presented the item and briefed the Commission. Mr. Bryner answered questions of the Commission regarding landscaping, entrance to the building, potential service extended to airport customers, and shared parking.

The applicants, Brendon Hollier, 6342 Lakeshore Drive, Dallas and Eric Seles, 1313 Kittery Drive, Plano, came forward and briefed the Commission. The applicant addressed questions of the Commission regarding the car cleaning station, the intended use of the property and clientele, and car canopy.

The public hearing was opened at 7:34 p.m. With no citizens wishing to speak, the public hearing was closed at 7:34 p.m.

There was general discussion amongst the Commission regarding the proposed used and best use of the property, vacancy of the property, setback variance, and landscaping.

The applicant, Brendon Hollier, 6342 Lakeshore Drive, came forward and addressed the Commission. Mr. Hollier spoke regarding the best use of the property, proposal of other uses, the size of the lot, and interest of businesses on the property, and request for a setback variance.

There was general discussion amongst staff and the Commission regarding parking and handicap parking requirements.

Commissioner Koch made a motion to approve Case ZC19-012. Commissioner Syed seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Moore, Syed, Holt, Koch, and Bevill

Nay: 0

- 4b** Consideration of a Special Use Permit for a Fence to extend into the required street side yard on Lot 2, Block 1, of the Hodgkiss Place II Addition, located at 2608 Highland Meadow Drive, Case ZC19-013

Ben Bryner presented the item and briefed the Commission.

The applicant, Jacob Stone, 2608 Highland Meadow Drive, came forward and briefed the Commission. Mr. Stone addressed the questions of the Commission regarding the fence building materials, trees, setbacks, and fence lines.

The public hearing was opened at 7:50 p.m.

Mary Nicholson, 2101 High Gate Drive, came forward and spoke in opposition to the case. Ms. Nicholson addressed concerns of visibility, safety, tree removal, and wood fencing.

The applicant, Jacob Stone, 2608 Highland Meadow Drive, came forward and addressed the concerns of brought forth by Ms. Nicholson. Mr. Stone addressed that his property is not a part of an HOA, visibility, and material of the fence.

The public hearing was closed at 7:54 p.m.

The following did not wish to speak, but would like their support for the case recorded:

Chris and Amy Putnam, 6230 Pool Road

There was general discussion regarding the corner lot fence regulations, the location and material of the fence, visibility, traffic concerns, and privacy.

Commissioner Holt made a motion to approve Case ZC19-017 with the condition that the fence be no closer than 5 feet from the property line. Commissioner Koch seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Moore, Holt, Koch, and Bevill

Nay: 1 - Syed

- 4c** Consideration of zoning change from CC-1 Village Retail to PUD-C Planned Unit Development-Commercial on Lot 1A, Block 1, of the Applebee's Addition, located at 5150 Colleyville Blvd, Case ZC19-014

Ben Bryner presented the item and briefed the Commission. Mr. Bryner

answered question of the Commission regarding hedges, drive-thru, screening, and the location of the dumpster.

The applicant, Bryan Burger, 17103 Preston Road, Dallas, Texas, came forward and briefed the Commission. Mr. Burger answered questions of the Commission regarding location of the dumpster, the material surrounding the dumpster, trash, screening, and landscaping.

The public hearing was opened at 8:26 p.m.

Donald Frusher, 35 Piazza Lane, came forward and spoke in opposition to the case. Mr. Frusher addressed concerns regarding noise, lights, and traffic.

Anthony McNosky, 5108 Pleasant Run Road, came forward and spoke in opposition to the case. Mr. McNosky addressed concerns regarding traffic, lighting, and hours of operation.

Evan Garcia, 616 Eudaly Drive, came forward and spoke in opposition to the case. Mr. Garcia addressed concerns regarding the traffic, non-walkable environment, and car dependent business.

There being no one else wishing to speak, the public hearing was closed at 8:40 p.m.

The applicant, Bryan Burger, came forward and addressed concerns brought forth by the citizen regarding traffic, drive-approach location, the lighting, the speed of drive-thru service, the hours of operation, sidewalk, and screening.

The Getra Sanders, came forward and briefed the Commission. Ms. Sanders addressed the concerns brought forth by the Commission regarding, screening, drive-approach, noise,

The public hearing was opened again at 9:03 p.m.

Anthony McNosky, 5108 Pleasant Run Road, came forward and addressed the Commission. Mr. McNosky spoke to the history of previous restaurants, traffic, screening, and placing the drive-approach on Pleasant Run Road to further to the south.

There being no one else wishing to speak, the public hearing was closed at 9:05 p.m.

There was general discussion amongst the Commission regarding screening, review of the drive-approach along Pleasant Run Road by City's engineering.

Commissioner Koch made a motion to approve Case ZC19-014 as presented with the condition that the screening along Pleasant Run Road be of solid material with live screening and for a propose relocation of the Pleasant Run entrance/drive to the south and align with the Chase Bank entrance be presented to the City Council. Commissioner Bevill seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Moore, Syed, Holt, Koch, and Bevill

Nay: 0 –

4d Consideration of a Special Use Permit for a Fence to extend into the required street side yard on Lot 20, Block 1, of the Creekside at Colleyville Addition, located at 4708 Latour Lane, Case ZC19-016

Ben Bryner presented the item and briefed the Commission.

The applicant, Donald Miller, 4708 Latour Lane, came forward and briefed the Commission.

The public hearing was opened at 9:22 p.m. With no one present wishing to speak, the public hearing was closed at 9:22 p.m.

There was general discussion amongst the Commission regarding the fence, the retaining wall, the drop-off, safety, and the Land Development Code.

Commissioner Koch made a motion to approve Case ZC19-016. Commissioner Syed seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Moore, Syed, Holt, Koch, and Bevill

Nay: 0 -

5. ADJOURNMENT

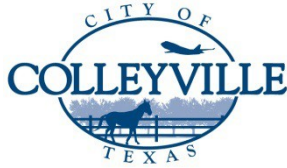
The meeting adjourned at 9:26 p.m.

The minutes were written and prepared by:

A handwritten signature in black ink, appearing to read 'Araceli Botello'.

Araceli Botello
Planning Technician

The meeting minutes were approved on May 11, 2020 by a vote of 4-0.



City of Colleyville Planning and Zoning Commission Worksession Minutes

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

Monday, October 28, 2019

City Council Chambers

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission worksession was called to order by Chair Mathisen on October 28, 2019, at 6:16 p.m.

Roll Call

Present: Ryan Moore, Syeda Syed, Susan Mathisen, and Claudia Bevil

Absent: Kimberly Holt, Matt Koch, and Jason Elms

Staff Present: Ben Bryner, Jacquelyn Reyff, Robert McKeown, Araceli Botello

2. PRESENTATION AND DISCUSSION

- 2a** Presentation and discussion of a Special Use Permit for an Accessory Building to exceed the 4% lot coverage allowance on Lot 18, Block 2, of the Woodbriar Addition, located at 3405 Cliffwood Drive, Case ZC19-008

Jacquelyn Reyff presented the case and briefed the Commission.

Applicants Trisha and Arlen Evans were present and answered questions of the Commission.

There was general discussion regarding the purpose of the accessory building, the driveway, and accessory dwelling regulations.

- 2b** Presentation and discussion of a Special Use Permit for an Accessory Dwelling on Tract 3K & 3Y, Abstract 211, in the BBB & C RY Survey, located at 509 W LD Lockett Road, Case ZC19-017

Jacquelyn Reyff presented the case and briefed the Commission.

There was general discussion regarding the applicant's intentions with the accessory dwelling, rental restrictions, and accessory dwelling regulations.

- 2c** Presentation and discussion of a Special Use Permit for a Fence to extend beyond the front façade of the primary residential structure on Lot 2, Block 1, of the Van Oaks Phase II Addition, located at 208 Van Oaks Drive, Case ZC19-018

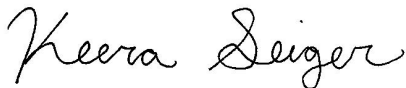
Jacquelyn Reyff presented the case and briefed the Commission.

There was general discussion regarding fence material, the request, and the property.

3. ADJOURNMENT

The meeting adjourned at 6:54 p.m.

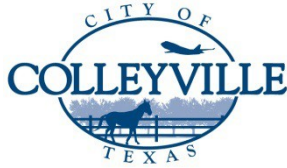
The minutes were written and prepared by:



Keera Seiger

Assistant to the City Secretary

The meeting minutes were approved on May 11, 2020 by a vote of 4-0.



City of Colleyville Planning and Zoning Commission Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
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Monday, November 12, 2019

City Council Chambers

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission meeting was called to order by Commissioner Moore on November 12, 2019, at 7:00 p.m.

Roll Call

Present: Ryan Moore, Sayeda Syed, Susan Mathisen, and Matt Koch

Absent: Kimberly Holt, Claudia Bevill, and Jason Elms

Staff Present: Ben Bryner, Jackie Reyff, Araceli Botello, Rob McKeown, and Eddie Tangadunrat

1. CITIZEN COMMENTS/PRESENTATION REGARDING ITEMS NOT ON THE AGENDA

There were no citizens wishing to speak.

2. APPROVAL OF MINUTES

- 3a** October 22, 2018 Minutes (Worksession)
 October 22, 2018 Minutes (Regular Meeting)
 November 13, 2018 Minutes (Regular Meeting)
 November 26, 2018 Minutes (Worksession)

Commissioner Moore made a motion to approve the October 22, 2018 worksession minutes, the October 22, 2018 regular meeting minutes, the November 13, 2018 regular meeting minutes and the November 26, 2018 worksession minutes. Commissioner Syed seconded the motion.

The motion to approve carried with the following vote:

Aye: 4 – Moore, Syed, Mathisen, Koch

Nay: 0

3. PUBLIC HEARING AGENDA ITEMS

- 3a** Consideration of a Special Use Permit for an Accessory Building to exceed the 4% lot coverage allowance on Lot 18, Block 2, of the Woodbriar Addition, located at 3405 Cliffwood Drive, Case ZC19-008

Jacquelyn Reyff presented the item and briefed the Commission.

Applicants Trisha and Arlen Evans, 3405 Cliffwood Drive, briefed the Commission. The Commission and the applicants discussed the proposed accessory building specifications and the purpose for the accessory building.

The public hearing was opened at 7:19 p.m. With no citizens wishing to speak, the public hearing was closed at 7:20 p.m.

There was general discussion regarding the garage doors and lot coverage allowance regulations.

Commissioner Koch made a motion to approve Case ZC19-008 with the conditions that the building is clad with stucco to match the house, the metal roof is designed to match that of the house, and the garage doors are located on the interior 30 foot wall facing west. Commissioner Syed seconded the motion.

The motion to approve carried with the following vote:

Aye: 4 – Moore, Syed, Mathisen, Koch

Nay: 0

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

Jacquelyn Reyff presented the item and briefed the Commission.

Applicants Cory and Andrea Watson, 509 West LD Lockett Road, briefed and answered questions of the Commission.

The public hearing was opened at 7:49 p.m.

Scott and Diana Gibson, 5600 Reagan Road, spoke in opposition to the Case. Mr. and Mrs. Gibson questioned what the long term use of the structure will be.

Tim Delgado, 501 W LD Lockett Road, spoke in support of the Case.

The public hearing was closed at 7:56 p.m.

There was general discussion regarding the letters of opposition and the concerns stated therein.

**Commissioner Moore made a motion to approve Case ZC19-017.
Commissioner Koch seconded the motion.**

The motion to approve carried with the following vote:

**Aye: 4 – Moore, Syed, Mathisen, Koch
Nay: 0**

3c Consideration of a Special Use Permit for a Fence to extend beyond the front façade of the primary residential structure on Lot 2, Block 1, of the Van Oaks Phase II Addition, located at 208 Van Oaks Drive, Case ZC19-018

Jacquelyn Reyff presented the item and briefed the Commission.

Applicant Michelle Sherman, 208 Van Oaks Drive, briefed the Commission.

The public hearing was opened at 8:15 p.m. With no one present wishing to speak, the public hearing was closed at 8:15 p.m.

Commissioner Moore made a motion to approve Case ZC19-018.

The motion to approve failed due to a lack of a second.

Applicant Michelle Sherman addressed the concerns of the Commission.

**Commissioner Moore made a motion to approve Case ZC19-018.
Commissioner Syed seconded the motion.**

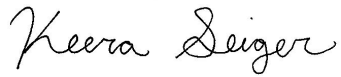
The motion to approve failed with the following vote:

**Aye: 3 – Moore, Syed, Mathisen
Nay: 1 - Koch**

4. ADJOURNMENT

The meeting adjourned at 8:27 p.m.

The minutes were prepared by:

A handwritten signature in black ink that reads "Keera Seiger". The script is cursive and fluid.

Keera Seiger
Assistant to the City Secretary

The meeting minutes were approved on May 11, 2020 by a vote of 4-0.

RESOLUTION R-20-4501

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MAY 19, 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 19TH DAY OF MAY 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