



City of Colleyville City Council Agenda

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

Tuesday, December 1, 2020

WORKSESSION - 5:00 PM EXECUTIVE CONFERENCE ROOM - THIRD FLOOR

CALL TO ORDER

- WS-1** Review and discuss initial concepts for the Northern Gateway
- WS-2** Follow up discussion of the Glade / Riverwalk roundabout landscape design
- WS-3** Discussion of the Stormwater Management Program
- WS-4** Discussion of recognizing Martin Luther King, Jr. Day
- WS-5** Discussion of the December 1, 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 SH26

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

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

INVOCATION: Mark Glassman, Church of Jesus Christ of Latter-day Saints**PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt****2. OATH OF OFFICE - MAYOR FOR A DAY CLAIRE STACY**

- 2a** City Secretary Christine Loven will administer the Oath of Office to Mayor for a Day Claire Stacy

3. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-20-4565**4. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

Presentation to Mayor for a Day Claire Stacy - Mayor Richard Newton

Proclamation Declaring Thank a Teacher Day at Colleyville Middle School - Mayor for a Day Claire Stacy

5. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-20-4566

- 5a** Approval of the annual review and updates to the City of Colleyville Investment Policy
- 5b** Approval of a First Amendment to the Professional Services Agreement for final design with J. S. Ground Engineering LLC, in an amount not to exceed \$70,200 for the study and design of the Bransford Road Trail (Field Street to Cotton Belt Trail), and authorizing the City Manager to execute the amendment
- 5c** Approval of an Interlocal Agreement (ILA) with the City of Southlake to share the cost of construction for the improvement of the White Chapel/Pleasant Run Road bridge, and authorizing the City Manager to execute the agreement
- 5d** Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$98,000.00 for the design of the FY2021 Sidewalk Connectivity Project, and authorizing the City Manager to execute the agreement
- 5e** Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$124,500.00 for the design of the Bedford Road Sidewalk Project, and authorizing the City Manager to execute the agreement

6. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**6a Ordinance O-20-2147**

Consideration of a Special Use Permit for Alcoholic Beverage Sales for On-Premise Consumption on Lot 1, Block 3, Tara Village, located at 1101 Cheek-Sparger Road, Suite 110, Case ZC20-025

6b Ordinance O-20-2148

Consideration of a Special Use Permit for a dog grooming business on Lot 1R1, Block 1, Town Center Colleyville, located at 5615 Colleyville Boulevard, Suite 110, Case ZC20-026

6c Ordinance O-20-2149

Consideration of a zoning change from R-20 Single Family Residential district to the RE Single Family 'Estate' Residential district on Lot 1R, Block 1, Muzyka Addition, located at 4807 Patterson Lane, Case ZC20-028

6d Ordinance O-20-2150

Request to appeal the decision by the Planning and Zoning Commission for the consideration of a zoning change from AG Agricultural district to the R-30 Single Family Residential district for Tract 2D & 2D3, Abstract 233, D. R. Blanton Survey, located at 5209 Bluebonnet Drive, Case ZC20-027

7. TABLED: ORDINANCE(S) READING AND PUBLIC HEARING**7a Ordinance O-20-2127**

Consideration for a Special Use Permit for a day care center on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-015

7b Ordinance O-20-2128

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district for the Winding Creek development, specifically for hours of operation on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-012

8. CITIZEN COMMENTS**9. ACTION RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, DECEMBER 1, 2020 - RESOLUTION R-20-4567**

10. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards Wednesday, November 25, 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
Type Worksession
Department City Manager

Agenda Date 12/1/2020

Title

Review and discuss initial concepts for the Northern Gateway

Explanation

This agenda item provides for a presentation by architect Tip Housewright, Principal and CEO of Omniplan. Mr. Housewright has joined the City's team working on the northern gateway and has developed a variety of conceptual designs for how the property could be utilized. The initial conceptual design options are based on feedback the City Council provided at previous worksessions. Based on feedback received related to these initial concepts, the concept(s) will be further refined, ultimately working toward one or more options that will be shared with the community for input.

Attachments

1. Colleyville Northern Gateway presentation

NORTHERN GATEWAY

COLLEYVILLE, TEXAS

MASTERPLAN
11.23.2020

OMNIPLAN

WWW.OMNIPLAN.COM
© 2020, OMNIPLAN ARCHITECTS

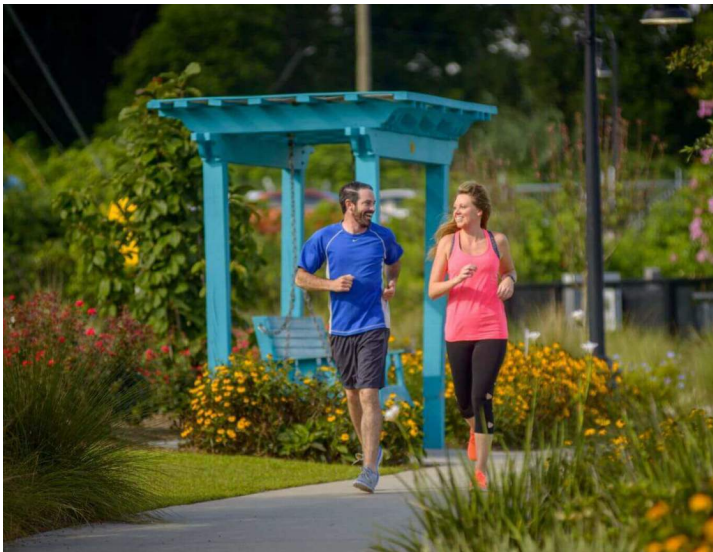
CONTENTS

- 1. VISION
- 2. SITE ANALYSIS
- 3. MASTERPLAN OPTIONS
- 4. PROJECT REFERENCES

VISION

The Vision

Create an urban center that takes advantages of its natural environment and will attract people to a unique dining, shopping and leisure experience. Allowing people to connect through carefully curated spaces that will merge with the community and the environment.





The Environment

A new vibrant destination with a small town charm and a green backdrop. The inviting and lush sidewalks will give life to an urban environment. Its connection to nature, water, parks and trails will give it a unique spatial quality and feel for people to return and come back time and time again for a memorable family experience.



The Character

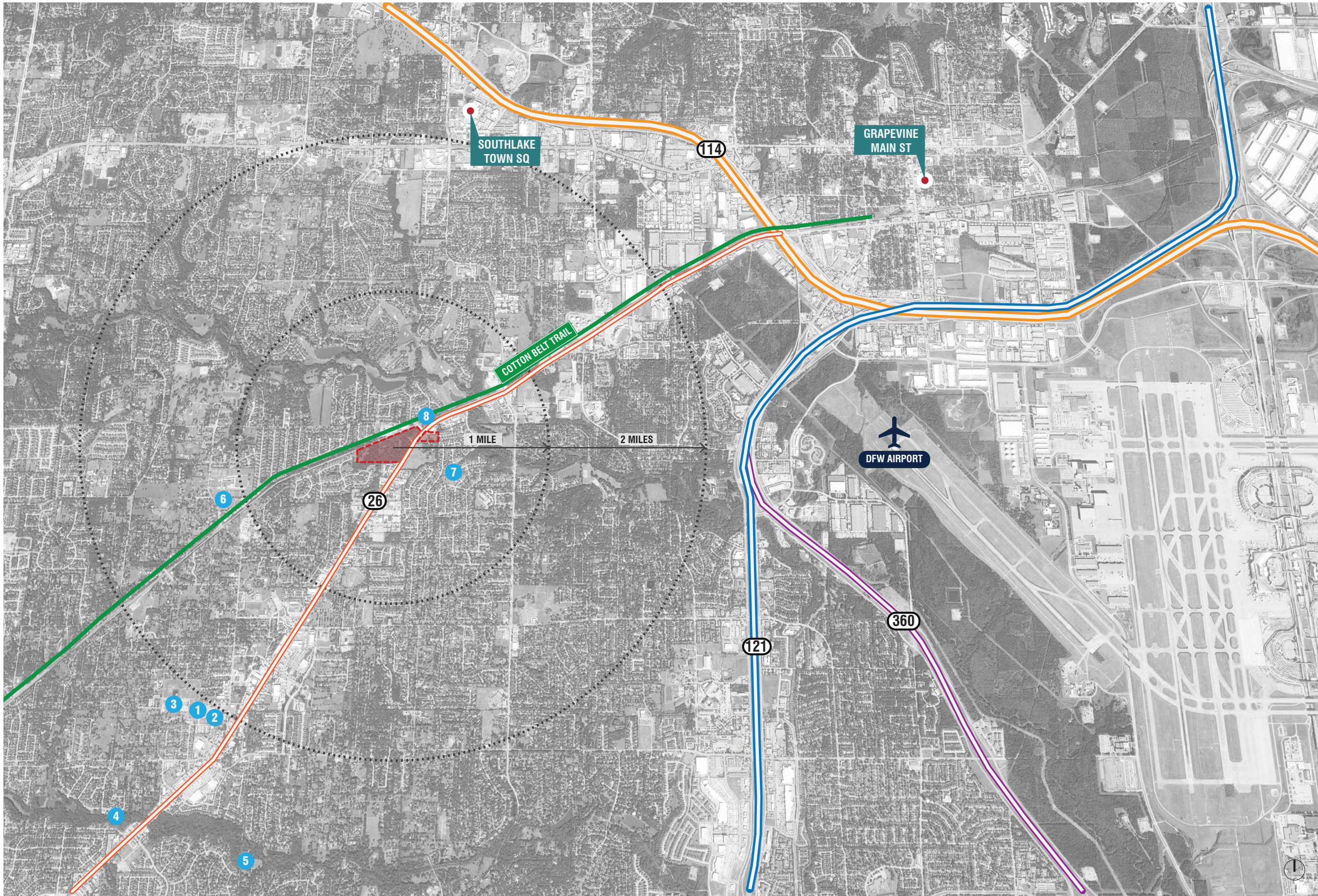
A space for the community to enjoy and connect with nature and experience a variety of cultural events.



The Place

An energized outdoor environment that promotes an active and healthy lifestyle.

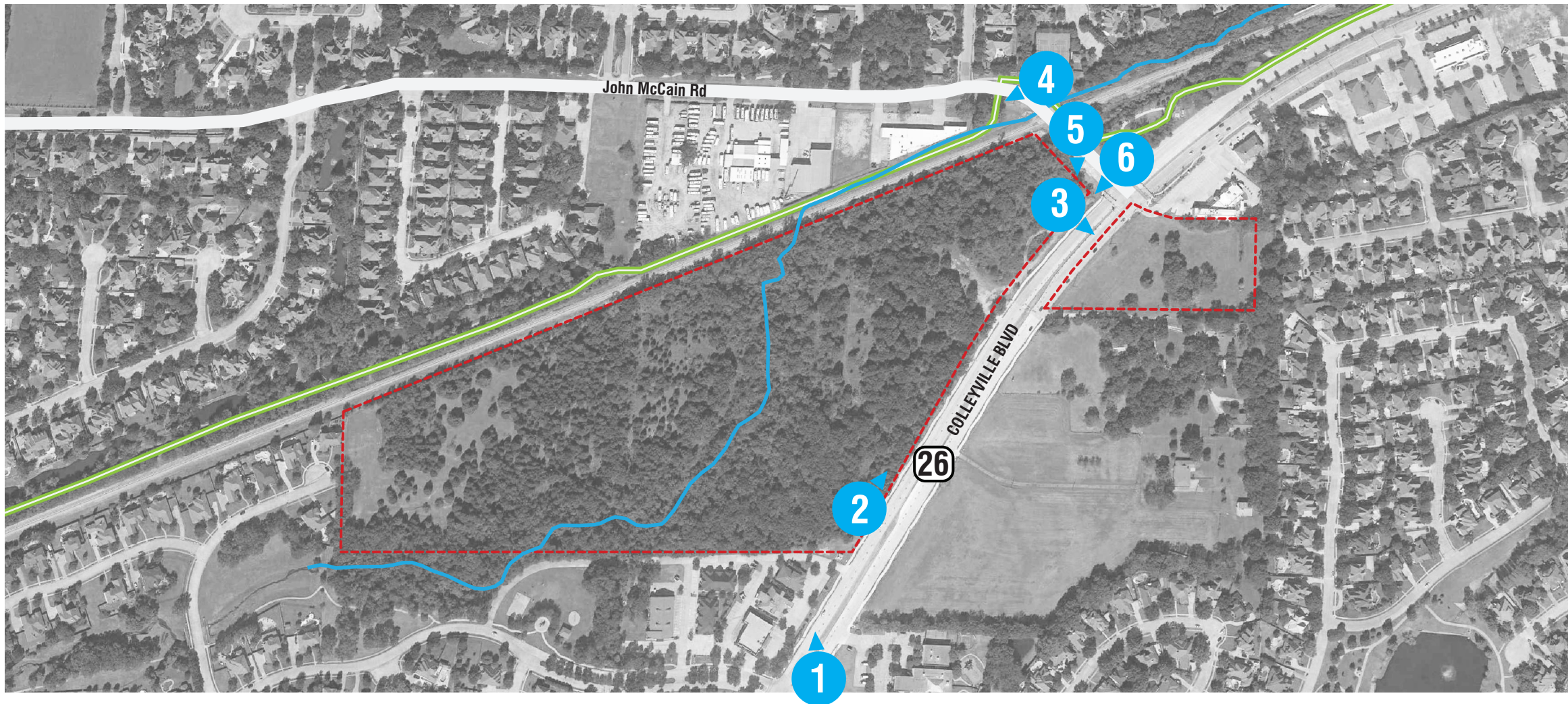
SITE ANALYSIS



- 1 Colleyville City Hall**
- 2 Farmers Market.**
Thursdays Market
- 3 City Park**
Baseball, softball, tennis, volleyball & basketball areas plus horseshoes, a pond & an amphitheater.
- 4 Colleyville Nature Center**
This park includes 46 acres of natural refuge, nine ponds, 3.5 miles of multi-use trails, amphitheater, covered pavilion with a grill, rest benches, playground, and fishing pier.
- 5 Sparger Park**
Neighborhood park features a covered pavilion, two playgrounds, picnic area, open play space, restrooms, a half-mile multi-use trail, and POW Memorial.
- 6 Pleasant Run Soccer Complex and Park**
One of the premier soccer complexes in the area.
- 7 Kimzey Park**
Neighborhood park contains a one-acre fishing pond, playground, practice backstop, open play area, multi-use trail, basketball court, sand volleyball court, and pavilion.
- 8 Cotton Belt Trail**
The Cotton Belt Trail is a regional trail, connecting the cities of North Richland Hills, Hurst, Colleyville and Grapevine.

source: <https://www.colleyvilleparksandrec.com/parks-facilities/parks-facilities-map>





MASTERPLAN - INITIAL OPTIONS

OPTION 1

- RETAIL
- HOTEL
- F&B
- RECREATION CTR

AREAS

RETAIL/RESTAURANT 111K
@5/K = 550 PARKING SPACES

HOTEL 140 KEYS
200 PARKING SPACES

RECREATION CENTER 63K
@5/K = 315 PARKING SPACES

PUBLIC GATHERING
520 PARKING SPACES

SURFACE PARKING
1,111 SPACES

PARKING DECK
474 SPACES

TOTAL 1,585 PARKING SPACES



OPTION 2

- RETAIL
- HOTEL
- F&B
- OFFICE
- RECREATION CTR

PARKING

RETAIL/RESTAURANT 118K
@5/K = 590 PARKING SPACES

HOTEL 120 KEYS
180 PARKING SPACES

RECREATION CENTER 52K
@5/K = 260 PARKING SPACES

OFFICE 34K
@3/K = 102 PARKING SPACES

EVENT 10K
200 PARKING SPACES

PUBLIC GATHERING
540 PARKING SPACES

SURFACE PARKING
677 SPACES

PARKING DECK 1
595 SPACES

PARKING DECK 2
600 SPACES

TOTAL 1,872 PARKING SPA



OPTION 3

- RETAIL
- HOTEL
- F&B
- RECREATION CTR

PARKING

RETAIL/RESTAURANT 97K
@5/K = 485 PARKING SPACES

HOTEL 140 KEYS
200 PARKING SPACES

RECREATION CENTER 62K
@5/K = 310 PARKING SPACES

PUBLIC GATHERING
216 PARKING SPACES

TOTAL SURFACE PARKING
1,211 PARKING SPACES



OPTION 4

- RETAIL
- F&B
- OFFICE

PARKING

RETAIL/RESTAURANT 69K
@10/K = 690 PARKING SPACES

OFFICE 196K
@3/K = 588 PARKING

TOTAL SURFACE PARKING
1,417 PARKING SPACES



MASTERPLAN - REVISED OPTIONS

OPTION 1

- RETAIL / F&B
- HOTEL
- OFFICE
- RETAIL "COTTAGES"

AREAS

RETAIL/RESTAURANT 85K
982 PARKING SPACES

HOTEL 2 LVLS 176 KEYS
260 PARKING SPACES

TOTAL SURFACE PRKG
1,242 PARKING SPACES



OPTION 2

- RETAIL / F&B
- OFFICE
- RECREATION CTR
- RETAIL "COTTAGES"
- HOTEL

AREAS

RETAIL/RESTAURANT 62K
890 PARKING SPACES

HOTEL 176 KEYS
264 PARKING SPACES

RECREATION CENTER 60K
240 PARKING SPACES

TOTAL SURFACE PRKG
1,394



OPTION 3

- RETAIL / F&B
- HOTEL
- OFFICE
- RETAIL "COTTAGES"
- RECREATION CTR

AREAS

RETAIL/RESTAURANT 85K
1,003 PARKING SPACES

HOTEL 4 LVLS 160 KEYS
240 PARKING SPACES

RECREATION CENTER 60K
240 PARKING SPACES

TOTAL PRKG
1,483 PARKING SPACES



PROJECT REFERENCES

HIGHLAND PARK VILLAGE
DALLAS, TEXAS

REFERENCE PROJECT



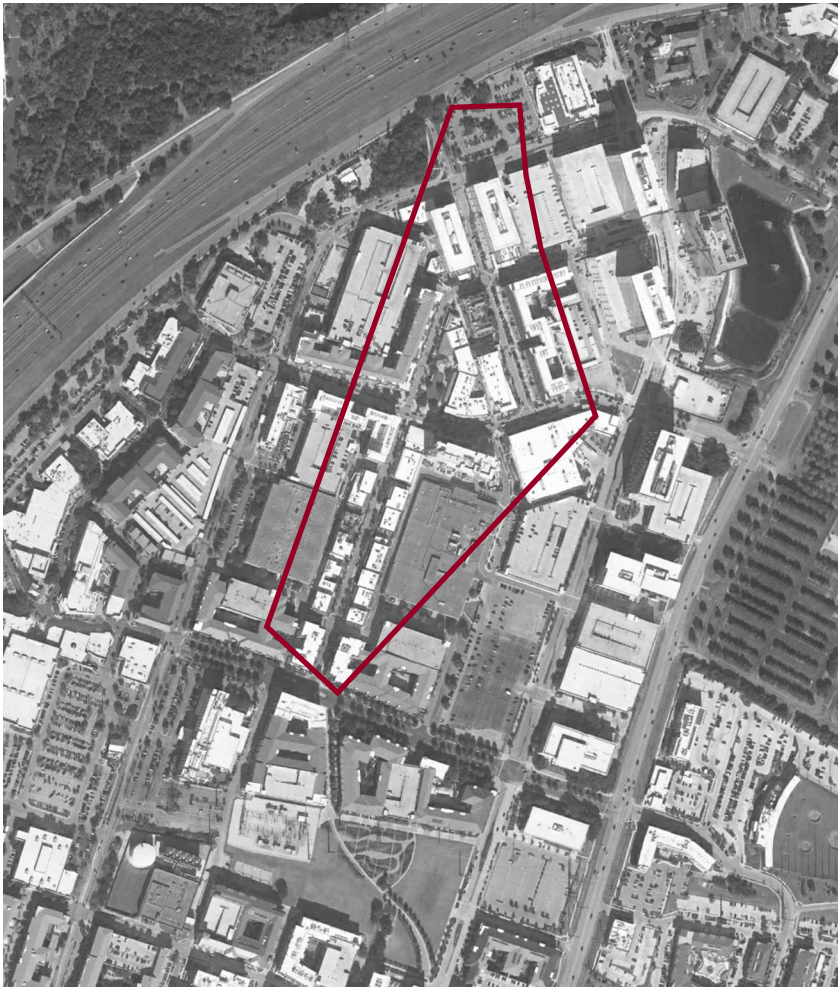
THE BOARDWALK AT GRANITE PARK
PLANO, TEXAS

REFERENCE PROJECT



THE DOMAIN
AUSTIN, TEXAS

REFERENCE PROJECT



ENTERTAINMENT VENUES

REFERENCE PROJECT



MUTTS DOG PARK



MUTTS DOG PARK



TRUCKYARD



SUNDANCE SQUARE



TRUCKYARD



SUNDANCE SQUARE



THE HUB



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-2
Type Worksession
Department City Manager

Agenda Date 12/1/2020

Title

Follow up discussion of the Glade / Riverwalk roundabout landscape design

Explanation

This agenda item provides for a follow up discussion of the design for the new roundabout at Glade and Riverwalk.

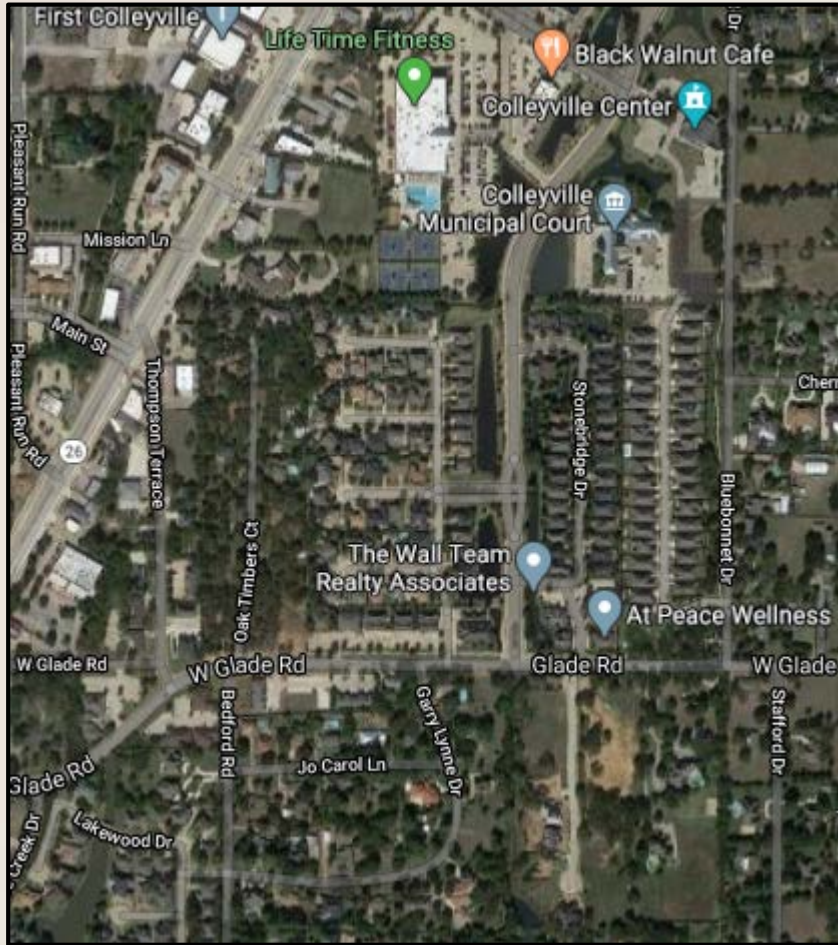
Attachments

1. Glade & Riverwalk Roundabout 12-1-20

Landscape Design for the NEW Glade & Riverwalk Roundabout

City Council Worksession
December 1, 2020

Glade & Riverwalk



Glade & Riverwalk – Previous Design



Detailed View of Median

Glade / Riverwalk:

Outside Diameter = 121'

Interior Island Diameter = 65'

Glade / Pool:

Outside Diameter = 102'

Interior Island Diameter = 30'

Jackson / Cheek-Sparger: (oblong shape)

Outside Diameter = 104'/138'

Interior Island Diameter = 40'/55'

Glade & Riverwalk – Sculptures



Catch of the Day
18"D x 59"W x 62"H



Gone Fishing
15"D x 43"W x 41"H



Afternoon Stroll
14"D x 65"W x 24"H

Glade & Riverwalk – Landscape Design



Glade & Riverwalk – Landscape Design



Questions & Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3
Type Worksession
Department Engineering

Agenda Date 12/1/2020

Title

Discussion of the Stormwater Management Program

Explanation

The City's Stormwater Management Program (SWMP), documents the best management practices chosen by the City to address community-wide stormwater quality issues, including target audiences and a schedule for implementation over the five-year permit term. The City is a Level 2 Municipal Separate Storm Sewer System (MS4).

During the review and development process of the current SWMP, staff evaluated the existing ordinances as they pertain to the stormwater program. Staff has developed and will present at a later time for Council adoption two ordinances; Erosion-Sediment Control and Illicit Discharge, and Post Construction Stormwater Management.

Attachments

1. Presentation



City of Colleyville MS4 Stormwater Management Program

December 1, 2020

What is an MS4?

Municipal

System owned or operated by a public agency, such as a city, town, county, flood control district, state, or federal agency

Separate

Does *not* connect to the sanitary sewer system and does *not* lead to a wastewater treatment plant

Storm Sewer System

Drains, ditches, curbs, and gutters that move stormwater from one place to another

History

- Federal Water Pollution Control Act
- Waterways are too polluted
- Clean Water Act - National Pollutant Discharge Elimination System
- Reduce the amount of pollution in our surface waters
- Stormwater Permits for:
 - Industries
 - Construction Sites
 - Large Cities/Entities
 - Small Cities/Entities



Cuyahoga River Fire in Cleveland, Ohio
1952/1969

Stormwater Permits for Cities/Entities in North Texas

Phase I Permits

- Medium and Large Cities/Entities with a population > 100,000 in 1990
- Individual Permits
- Dallas, Fort Worth, Plano, Arlington, Mesquite, Garland, Irving, TXDOT
- Develop and Implement a Stormwater Management Program

Phase II Permits

- Small Cities/Entities, (Includes Colleyville)
- Municipal Separate Storm Sewer System (MS4) General Permit
- Develop and Implement a Stormwater Management Program

Phase II Permits for Small Cities

- Colleyville is a Level 2 MS4 (Traditional MS4's with population between 10,000 and 39,999)
- Third Permit Term Effective January 2019 – January 2024 (5 year term)
- Permit Establishes seven Minimum Control Measures (MCM) to reduce the discharge of pollutants to the maximum extent practicable. MS4 permittees are required to address all of the following in the Stormwater Management Program:

MCM 1: Public Education, Outreach, and Involvement

MCM 2: Illicit Discharge Detection and Elimination

MCM 3: Construction Site Stormwater Runoff Control

MCM 4: Post-construction Stormwater Management in New Development and Redevelopment

MCM 5: Pollution Prevention/Good Housekeeping for Municipal Operations

MCM 6: Industrial Stormwater Sources (Only applicable to Level 4 MS4's)

MCM 7: Authorization for Construction Activities where the Small MS4 is the Site Operator (Optional)



Stormwater Management Program (SWMP)

- The program documents the best management practices chosen by the City to address community-wide stormwater quality issues, including target audiences and a schedule for implementation over the five-year permit term
- The intent of the program is to identify and implement City-wide measures to reduce the discharge of pollutants to the Municipal Separate Storm Sewer System (MS4) which includes streets, storm drain systems, road side ditches, streams, rivers and other water bodies.

Stormwater Management Program can be found on our website at www.colleyville.com

CITY OF COLLEYVILLE STORMWATER MANAGEMENT PROGRAM



In compliance with the requirements of the
Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR040000

Permittee Authorization No. TXR040023

Permit Term: January 2019 – January 2024

Prepared by

WESTRA
CONSULTANTS

1601 E. Lamar Blvd, Suite 205
Arlington, Texas 76011
Westra Project No. COL19023



Best Management Practices (BMP's)

- During the SWMP review and development process, the MS4 selects Best Management Practices (BMP's) for each of the MCM's;
 - Under each MCM heading, there is a list of the BMP's which the City selected to satisfy the permit requirements;
 - Colleyville's SWMP identified 29 BMP's for the 5 year program
- Measurable Goals must be clear, specific, and measurable;
- MS4 must have regulatory authority to enforce the SWMP, this is typically accomplished through the adoption of ordinances;
- A Detailed Implementation Plan is included in the SWMP;
- Annual Reports are submitted to TCEQ within 90 days of the end of each reporting year

Legal Authority

- Within two years from the permit effective date, the permittee shall review and revise, if needed, its relevant ordinance(s) or other regulatory mechanism(s), or shall adopt a new ordinance(s) or other regulatory mechanism(s) that provide the permittee with adequate legal authority to control pollutant discharges into and from its small MS4 in order to meet the requirements of this general permit
- To be considered adequate, this legal authority must, at a minimum, address the following:
 - Prohibit illicit discharges and illicit connections;
 - Respond to and contain other releases – Control the discharge of spills, and prohibit dumping or disposal of materials other than stormwater into the small MS4;
 - Require compliance with conditions in the permittee's ordinances, permits, contracts, or orders;

Legal Authority Continued

- Require installation, implementation, and maintenance of control measures;
- Receive and collect information, such as stormwater plans, inspection reports, and other information deemed necessary to assess compliance with this permit, from operators of construction sites, new or redeveloped land, and industrial and commercial facilities;
- As needed, to enter and inspect private property including facilities, equipment, practices, or operations related to stormwater discharges to the small MS4;
- Respond to non-compliance with BMPs required by the small MS4 consistent with their ordinances or other regulatory mechanism(s);
- Assess penalties, including monetary, civil, or criminal penalties; and
- Enter into interagency or interlocal agreements or other maintenance agreements, as necessary.

Ordinance Review

- Staff reviewed the relevant ordinances and other regulator mechanisms and determined, while the City technically has adequate legal authority to control pollutant discharges into and from its small MS4, an update of the ordinances is warranted
- Staff has developed two separate ordinances to be presented to Council for adoption
 - Erosion-Sediment Control and Illicit Discharge
 - Post Construction Stormwater Management



Erosion-Sediment Control and Illicit Discharge Ordinance

- All permittees shall develop, implement, and enforce a program to detect, investigate, and eliminate illicit discharges into the MS4
- The program must include a plan to detect and address non-stormwater discharges, including illegal dumping to the MS4 system
- During the SWMP review and development process staff evaluated the existing ordinances used as regulatory measures for the SWMP
 - The City currently does **not** have an ordinance that specifically addresses Illicit Discharges
- Staff has reviewed the requirements for an Illicit Discharge Detection and Elimination (IDDE) ordinance and has developed an ordinance that will be presented to Council for adoption

Post Construction Stormwater Management Ordinance

- All permittees shall develop, implement, and enforce a program to the extent allowable under state, federal, and local law, to control stormwater discharges from new development and redeveloped sites that discharge into the MS4
- Permittees shall establish, implement, and enforce a requirement that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMP's appropriate for the community and that protects water quality
- The Land Development Code provides a planning tool for development but does not adequately address enforcement and maintenance issues of existing structural and non-structural BMP's
- Staff has developed a separate Post-Construction Stormwater Management ordinance that will be presented to Council for adoption

Questions



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 12/1/2020

Type Worksession

Department City Manager

Title

Discussion of recognizing Martin Luther King, Jr. Day

Explanation

This item provides for discussion regarding recognition of Martin Luther King, Jr. Day.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-5

Agenda Date 12/1/2020

Type Worksession

Department City Secretary

Title

Discussion of the December 1, 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 12/1/2020

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 SH26

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

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number 2

Agenda Date 12/1/2020

Type Oath of Office

Department City Secretary

Title

City Secretary Christine Loven will administer the Oath of Office to Mayor for a Day
Claire Stacy

Attachments

RESOLUTION R-20-4565

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF DECEMBER 1, 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 1ST DAY OF DECEMBER 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 12/1/2020

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Presentation to Mayor for a Day Claire Stacy - Mayor Richard Newton

Proclamation Declaring Thank a Teacher Day at Colleyville Middle School - Mayor for a Day Claire Stacy

Attachments

RESOLUTION R-20-4566

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF DECEMBER 1, 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 annual review and updates to the City of Colleyville Investment Policy
 - b. Approval of a First Amendment to the Professional Services Agreement for final design with J. S. Ground Engineering LLC, in an amount not to exceed \$70,200 for the study and design of the Bransford Road Trail (Field Street to Cotton Belt Trail), and authorizing the City Manager to execute the amendment
 - c. Approval of an Interlocal Agreement (ILA) with City of Southlake to share the cost of construction for the improvement of White Chapel/Pleasant Run Road bridge, and authorizing the City Manager to execute the agreement
 - d. Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$98,000.00 for the design of the FY2021 Sidewalk Connectivity Project, and authorizing the City Manager to execute the agreement
 - e. Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$124,500.00 for the design of the Bedford Road Sidewalk Project, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, NAYS ON THIS THE 1ST DAY OF
DECEMBER 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 5a

Agenda Date 12/1/2020

Number Resolution 20-4566

Type Resolution

Department Finance

Title

Approval of the annual review and updates to the City of Colleyville Investment Policy

Strategic Plan

B4- Cultivate a culture of transparency and consistent communication

F1- Protect and preserve the City's top financial ratings

F2- Invest to provide and maintain high quality public

Explanation

Reading and Public Hearing

The Public Funds Investment Act requires that the governing body of a public entity review the investment strategy and adopt a written instrument by resolution stating that it has reviewed the investment policy and investment strategies.

The City's investment strategy is addressed under the "Investment Strategy" section of the attached City of Colleyville Investment Policy.

Staff proposes only one change which was overlooked for deletion in the previous policy, which is the SEC registered, no load money market mutual funds listed under the Diversification of Portfolio by Instrument. Local Government Investment Pools fall under the category of a "money market mutual fund". Because they are specifically mentioned in the diversification section, it is not necessary to include money market mutual funds as a category.

Financial Impact

The Investment Policy provides required parameters for the investment of City funds as required by the State of Texas Public Funds Investment Act.

Recommendation

Approve

Attachments

1. Investment Policy 2021 Final
2. Public Funds Investment Act

CITY OF COLLEYVILLE INVESTMENT POLICY

Policy

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

Scope

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

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

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

Objectives

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

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

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

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

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

Delegation of Authority

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

Ethics and Conflict of Interest

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

- A. If they have a personal business relationship with a business organization offering to engage in an investment transaction with the entity. Under PFIA, a personal business relationship is defined as:
 - 1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
 - 2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year, investments with a book value of \$2,500 or more for the personal account of the investment officer.
- B. If they are related within the second degree by affinity or consanguinity, as determined by Chapter 573 V.A.T.C.S. to an individual seeking to sell an investment to the City of Colleyville.

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

Prudence

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

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

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

Internal Controls

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

Authorized Investments

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

1. Obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of the State of Texas or its agencies;
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities;
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent;
5. Certificates of deposit, and other forms of deposit, placed with a financial institution that has its main office or branch office in Texas that is:
 - a. Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successors;
 - b. Secured by obligations in any manner and amount provided by law for deposits of the City; or
 - c. is placed in compliance with the requirements of PFIA.
6. AAA-rated Texas local government investment pools as authorized by PFIA. Participation in any pool must be authorized by resolution of the City Council. Pools investing in commercial paper are permissible up to 5% of total pool investments.
7. Direct repurchase agreements with primary security dealers or financial institutions doing business in the State of Texas having a defined termination date, and secured by cash or U.S. Government or federal agency securities, provided that the ownership of collateral for the repurchase agreement is transferred to the City, and deposited with a safekeeping agent for the duration of the contract, and a signed master repurchase agreement has been executed with the counterparty.
8. SEC-registered, no-load money market mutual funds whose assets generally consist of United States Government Securities or obligations backed by that security-type, and whose investment objectives include

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

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

Prohibited Investments

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

1. Collateralized mortgage obligations and/or obligations of the following structure
 - a. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
 - b. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
 - c. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
 - d. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
2. Commercial paper
3. Banker's acceptances
4. Reverse repurchase agreements (Local Government Investment Pools which the City participates in may engage in reverse repurchase agreements if the term is 90 days or less)
5. No-load mutual funds other than SEC-registered, no-load money market mutual funds as described above.
6. Share certificates of qualifying credit unions

Effect of Loss of Required Rating

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

Investment Strategies

The investment strategy by type of fund is as follows:

(1) Operating Funds

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

(2) Debt Service Funds

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

(3) Reserve Funds

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

stated.

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

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

(4) Special Project or Special Purpose Funds

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

Diversification

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

Diversification of Portfolio by Instrument	Maximum Percent
---	------------------------

U.S. Treasury Obligations (Bills, Notes and Bonds),	100%
---	------

U.S. Government Agency Securities, and Instrumentalities of Government Sponsored Corporations	75%
---	-----

Certificates of Deposit (CD's)	75%
--------------------------------	-----

Local Government Investment Pools	75%
-----------------------------------	-----

Repurchase Agreements	75%
-----------------------	-----

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

Investment Procedures

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

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

Qualified Broker/Dealers

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

Certification of Business Organizations

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

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

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

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

Safekeeping

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

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

Collateralization

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

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

continuously since its execution.

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

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

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

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

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

Selection of Primary Depository

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

Arbitrage

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

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

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

Reporting Requirements

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

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

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

investment performance is calculated.

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

Training Requirements

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

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

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

Annual Review

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

GLOSSARY

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

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

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

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

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

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

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

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

DIVERSIFICATION – Dividing instruments among securities offering independent returns.

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

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

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

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

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

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

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

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

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

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

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

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

PORTFOLIO – Collection of securities held by an investor.

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

(A) preservation and safety of principal;

(B) liquidity; and

(C) yield.

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the

State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or fund of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

- (1) a local government;
- (2) a state agency;
- (3) a nonprofit corporation acting on behalf of a local government or a state agency; or
- (4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

- (1) a public retirement system as defined by Section 802.001;
- (2) state funds invested as authorized by Section 404.024;
- (3) an institution of higher education having total endowments of at least \$150 million in book value on September 1, 2017;
- (4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;
- (5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or

(6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 1, eff. June 14, 2017.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

- (1) be written;
- (2) primarily emphasize safety of principal and liquidity;
- (3) address investment diversification, yield, and maturity and the quality and capability of investment management; and
- (4) include:

(A) a list of the types of authorized investments in which the investing entity's funds may be invested;

(B) the maximum allowable stated maturity of any individual investment owned by the entity;

(C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;

(D) methods to monitor the market price of investments acquired with public funds;

(E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section [2256.021](#).

(c) The investment policies may provide that bids for certificates of deposit be solicited:

- (1) orally;
- (2) in writing;
- (3) electronically; or
- (4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and
- (6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the

investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685, Sec. 1

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421, Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the

fair market value of the business organization;

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

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

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this subsection and Subsection (l), "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity;
and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

(A) is dependent on an analysis of the makeup of the entity's entire portfolio;

(B) requires an interpretation of subjective investment standards; or

(C) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section [321.020](#). Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section [321.013](#), the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section [404.024](#).

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 1, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 149 (H.B. [1701](#)), Sec. 1, eff. September 1, 2017.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg.,

ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS.

(a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

(b) An investing entity created under authority of Section [52](#)(b), Article III, or Section [59](#), Article XVI, Texas Constitution, that has

contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(b-1) A housing authority created under Chapter 392, Local Government Code, may satisfy the training requirement provided by Subsection (a)(2) by requiring the following person to attend, in each two-year period that begins on the first day of that housing authority's fiscal year and consists of the two consecutive fiscal years after that date, at least five hours of appropriate instruction:

- (1) the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, or the investment officer; or
- (2) if the authority does not have an officer described by Subdivision (1), another officer of the authority.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.

(f) Subsection (a)(2) does not apply to an officer of a municipality or housing authority if the municipality or housing authority:

- (1) does not invest municipal or housing authority funds, as applicable; or
- (2) only deposits those funds in:

- (A) interest-bearing deposit accounts; or
- (B) certificates of deposit as authorized by Section

2256.010.

(g) Subsection (a-1) does not apply to the treasurer, chief financial officer, or investment officer of a school district if:

(1) the district:

- (A) does not invest district funds; or
- (B) only deposits those funds in:
 - (i) interest-bearing deposit accounts; or
 - (ii) certificates of deposit as authorized by Section

2256.010; and

(2) the treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under Subdivision (1) that apply to the district.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 3, eff. June 17, 2011.

Acts 2015, 84th Leg., R.S., Ch. 222 (H.B. 1148), Sec. 1, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1248 (H.B. 870), Sec. 1, eff. September 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. 1488), Sec. 8.015, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 2, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 477 (H.B. 293), Sec. 1, eff. June 7, 2019.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home

Loan Banks;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

(6) bonds issued, assumed, or guaranteed by the State of Israel;

(7) interest-bearing banking deposits that are guaranteed or insured by:

(A) the Federal Deposit Insurance Corporation or its successor; or

(B) the National Credit Union Share Insurance Fund or its successor; and

(8) interest-bearing banking deposits other than those described by Subdivision (7) if:

(A) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section [2256.025](#); or

(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

(C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality

of the United States; and

(D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

(i) the depository institution selected as described by Paragraph (A);

(ii) an entity described by Section [2257.041](#)(d); or

(iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

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

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 4, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. [1003](#)), Sec. 2, eff. June 14, 2017.

Acts 2017, 85th Leg., R.S., Ch. 863 (H.B. [2647](#)), Sec. 1, eff. June 15, 2017.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. [2928](#)), Sec. 1, eff. September 1, 2017.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in accordance with Chapter 2257 or in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128 (H.B. 256), Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 5, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 2, eff. September 1, 2017.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS. (a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

- (1) has a defined termination date;
- (2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204;
- (3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

(e) Section 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 6, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. [1003](#)), Sec. 3, eff. June 14, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. [2706](#)), Sec. 1, eff. September 1, 2019.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM.

(a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section [2256.009](#);

(B) pledged irrevocable letters of credit issued by a bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) [2256.009](#);

(ii) [2256.013](#);

(iii) [2256.014](#); or

(iv) [2256.016](#);

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state;
and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES. A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER. Commercial paper is an authorized investment under this subchapter if the commercial paper:

(1) has a stated maturity of 365 days or fewer from the date of its issuance; and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

(A) two nationally recognized credit rating agencies; or

(B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. [2706](#)), Sec. 2, eff. September 1, 2019.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

(3) complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years; and

(3) either:

(A) has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or

(B) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. [1003](#)), Sec. 4, eff. June 14, 2017.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

(1) has a defined termination date;

(2) is secured by obligations described by Section 2256.009(a)(1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and

(3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

(1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

(2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

(3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

(4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(d) Section 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 5, eff. June 14, 2017.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS. (a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
- (4) the objectives of the pool;
- (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
- (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- (12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
- (13) the pool's policy regarding holding deposits in cash.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and
- (2) a monthly report that contains, at a minimum, the following information:
 - (A) the types and percentage breakdown of securities in which the pool is invested;
 - (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (E) the size of the pool;
 - (F) the number of participants in the pool;
 - (G) the custodian bank that is safekeeping the assets of the pool;
 - (H) a listing of daily transaction activity of the entity participating in the pool;
 - (I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
 - (J) the portfolio managers of the pool; and
 - (K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, for purposes of an investment pool for which a \$1.00 net asset value is maintained, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter:

- (1) a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily; and
- (2) if the investment pool uses amortized cost:
 - (A) the investment pool must, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed

to two decimal places;

(B) the governing body of the investment pool must, if the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005; and

(C) the investment pool must, in addition to the requirements of its investment policy and any other forms of reporting, report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 7, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. [1003](#)), Sec. 6, eff. June 14, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. [2706](#)), Sec. 3, eff. September 1, 2019.

Sec. 2256.017. EXISTING INVESTMENTS. Except as provided by Chapter [2270](#), an entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1, 1997.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. [253](#)), Sec. 2, eff. May 23, 2017.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. [2226](#)), Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

(1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

(2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a

holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY. (a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7 (S.B. 495), Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for

oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371 (S.B. 894), Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804 (H.B. 2346), Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

- (1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or
- (2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally

recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds; and

(3) identifies the funds eligible to be invested in corporate bonds.

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. [2706](#)), Sec. 5, eff. September 1, 2019.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347 (S.B. [1543](#)), Sec. 1, eff. June 17, 2011.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. [2706](#)), Sec. 5, eff. September 1, 2019.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST. (a)

In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121 (S.B. [1464](#)), Sec. 1, eff. September 1, 2005.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: HEDGING TRANSACTIONS. (a)

In this section:

(1) "Eligible entity" means a political subdivision that has:

(A) a principal amount of at least \$250 million in:

(i) outstanding long-term indebtedness;

(ii) long-term indebtedness proposed to be issued; or

(iii) a combination of outstanding long-term

indebtedness and long-term indebtedness proposed to be issued; and

(B) outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

(2) "Eligible project" has the meaning assigned by Section [1371.001](#).

(3) "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

(b) This section prevails to the extent of any conflict between this section and:

(1) another law; or

(2) an eligible entity's municipal charter, if applicable.

(c) The governing body of an eligible entity shall establish the entity's policy regarding hedging transactions.

(d) An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

(e) An eligible entity may pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

(f) Section 1371.059(c) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

(g) An eligible entity may credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

(h) An eligible entity's cost of or payment under a hedging contract or agreement may be considered:

(1) an operation and maintenance expense of the eligible entity;

(2) an acquisition expense of the eligible entity;

(3) a project cost of an eligible project; or

(4) a construction expense of the eligible entity.

Added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, eff. June 14, 2017.

Sec. 2256.0207. AUTHORIZED INVESTMENTS: PUBLIC JUNIOR COLLEGE DISTRICT FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, the governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1, eff. September 1, 2017.

Redesignated from Government Code, Section 2256.0206 by Acts 2019, 86th Leg., R.S., Ch. 467 (H.B. 4170), Sec. 21.001(34), eff. September 1, 2019.

Sec. 2256.0208. LOCAL GOVERNMENT INVESTMENT OF BOND PROCEEDS AND PLEDGED REVENUE. (a) In this section, "pledged revenue" means money pledged to the payment of or as security for:

- (1) bonds or other indebtedness issued by a local government;
- (2) obligations under a lease, installment sale, or other agreement of a local government; or
- (3) certificates of participation in a debt or obligation described by Subdivision (1) or (2).

(b) The investment officer of a local government may invest bond proceeds or pledged revenue only to the extent permitted by this chapter, in accordance with:

- (1) statutory provisions governing the debt issuance or the agreement, as applicable; and
- (2) the local government's investment policy regarding the debt issuance or the agreement, as applicable.

Added by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 4, eff. September 1, 2019.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk assessment by the state auditor or performed at the direction of the state

auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section [321.013](#).

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

- (1) describe in detail the investment position of the entity on the date of the report;
- (2) be prepared jointly by all investment officers of the entity;
- (3) be signed by each investment officer of the entity;
- (4) contain a summary statement of each pooled fund group that states the:
 - (A) beginning market value for the reporting period;
 - (B) ending market value for the period; and
 - (C) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the state agency or local government as it relates to:
 - (A) the investment strategy expressed in the agency's or local government's investment policy; and
 - (B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be

formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b) and Section 2256.017, this subchapter does not:

(1) prohibit an investment specifically authorized by other law;
or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

(2) an entity created under Chapter 392, Local Government Code;
or

(3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 3, eff. May 23, 2017.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made

under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b
Type Resolution
Department Engineering

Agenda Date 12/1/2020

Number Resolution R-20-4566

Title

Approval of a First Amendment to the Professional Services Agreement for final design with J. S. Ground Engineering LLC, in an amount not to exceed \$70,200 for the study and design of the Bransford Road Trail (Field Street to Cotton Belt Trail), and authorizing the City Manager to execute the amendment

Strategic Plan

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

In September of 2019, City Council approved the 2020-2024 Capital Improvement Program by Resolution R-19-4420, which included design of the Bransford Road Trail (Field St. to Cotton Belt Trail) Project. The construction of the improvements are scheduled for Fiscal Year 2021.

In order to provide a continuous safe route from the Cotton Belt Trail to Colleyville City Park, the Bransford Road Trail project consists of adding approximately 3,100 linear feet (LF) of 10' concrete trail connecting to existing sidewalks along Bransford Road. The proposed alignment of the trail has been designed to minimize the impact to existing trees in the right of way along the western edge of Bransford Road. Drainage will be integral to the design and it is anticipated roadway and driveway culverts will need to be modified with a subsurface storm drainage system as part of this project.

The proposed engineering design is comprised of the original Professional Services Agreement (PSA) alignment study, in the amount of \$35,500 and Amendment 1 for final design in the amount of \$34,700, for a total design cost of \$70,200. The Engineer's Opinion of Probable Construction Cost (OPCC) for this project is \$991,396.12.

The City previously completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 53 submittals from various professional engineering firms. Based on a review of the 53 submitted Statements of Qualifications, as well as an interview with the firm, staff selected J. S. Ground Engineering, LLC, for this project. If final design is approved, J.S. Ground Engineering, LLC will complete design of the Bransford Road Trail Project and prepare the engineering drawings for construction of this project.

Financial Impact

Funding is available in the Capital Projects Fund.

Recommendation

Approve

Attachments

1. Bransford Trail Presentation
2. First Amendment to PSA
3. November 2019 Professional Services Agreement
4. Resolution R-19-4420

5b. Bransford Road Trail

- Approval of professional services agreement with J. S. Ground Engineering LLC, in an amount not to exceed \$70,200 for the design of the Bransford Road Trail Project (Field St to Cotton Belt Trail), and authorizing the City Manager to execute the agreement.



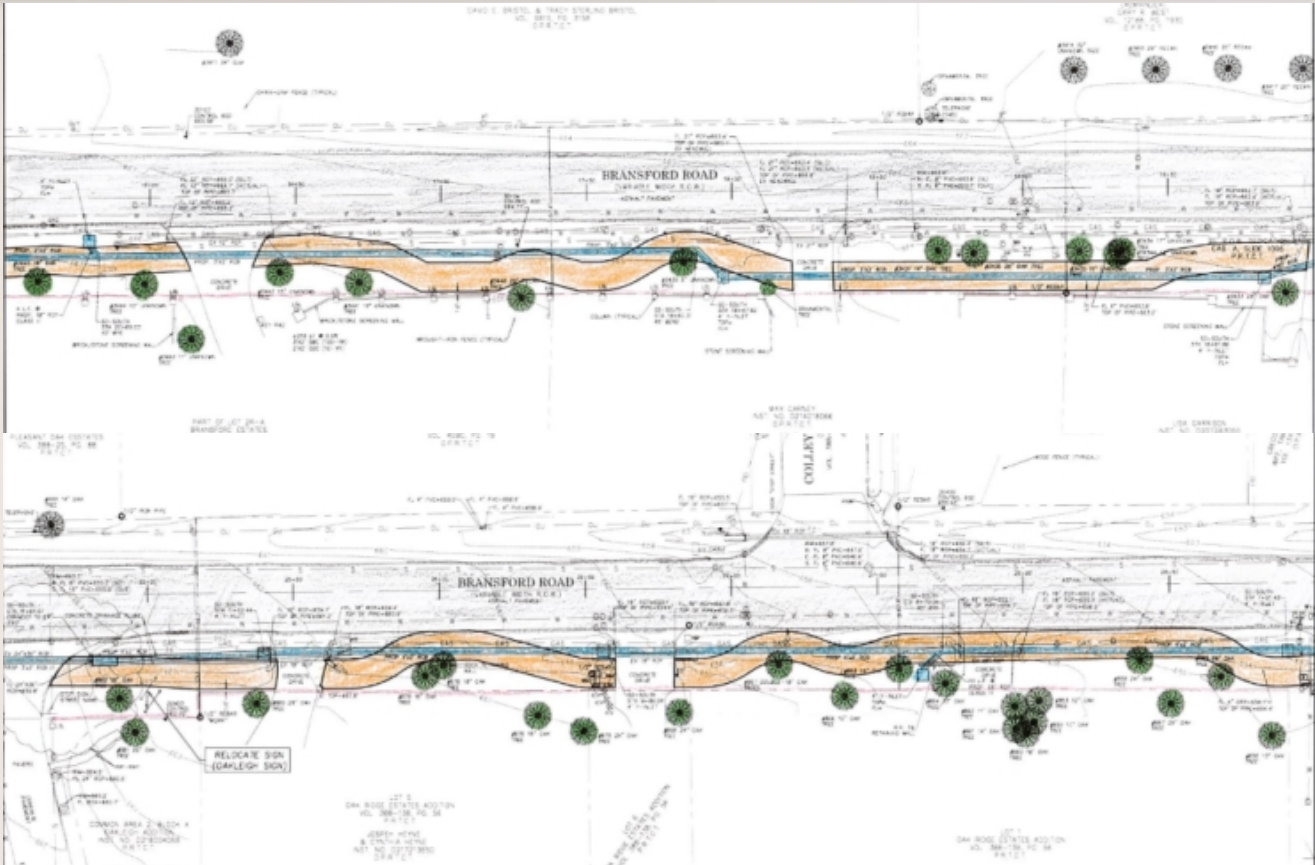
5b. Bransford Road Trail



Trees

Trees Remaining in ROW	37
Trees to be Removed in ROW	3
Grand Total	40

Tree Type Removed	Number of Trees
Oak	2
Bean Pod	1
Grand Total	3



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **J.S. Ground Engineering, LLC**, (“Professional”) as of the Effective Date.

WHEREAS, City and Professional previously entered into a Professional Services Agreement effective November 20, 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. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the supplemental Scope of Services attached hereto and incorporated herein as Exhibit A to this First Amendment.
2. The total compensation amount stated in Section 4(C) of the Agreement (entitled “Payment”) is hereby amended to provide for a new total not to exceed amount of Seventy Thousand Two Hundred Dollars (\$70,200.00).
3. Except as provided in Paragraph 1 and 2 above, the provisions of the Agreement remain in full force and effect without amendment.
4. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional (the “Effective Date”).

Signatures on following page

EXECUTED on this the 1st day of December, 2020.

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney

EXECUTED on this the ____ day of _____, 2020.

J.S. Ground Engineering, LLC

By: _____
Jeffery S. Ground, PE, CFM, LEED, AP
President

EXHIBIT “A”
First Amendment to Professional Services Agreement
SUPPLEMENTAL SCOPE OF SERVICES

(attached)

ATTACHMENT “A” Supplemental Agreement

Scope for Engineering Design Related Services for Bransford Road Sidepath

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, “ENGINEER” is expanded to include any sub-consultant, including surveyor, employed, or contracted by the ENGINEER.

OBJECTIVE

To enter in to a supplemental agreement to the original agreement executed November 14, 2019 between The City of Colleyville and J. S. Ground Engineering, LLC for the design development and final design tasks of the Bransford Road Sidepath from City Park to Shelton Drive for the City of Colleyville Department of Public Works.

WORK TO BE PERFORMED

- Task 1. Design Management
- Task 2. Schematic Design [November 14, 2019 Agreement]
- Task 3. Design Development
- Task 4. Final Design
- Task 5. Construction Phase Services [NOT INCLUDED IN SUPPLEMENTAL AGREEMENT]
- Task 6. ROW/Easement Services [November 14, 2019 Agreement]
- Task 7. Survey Services [November 14, 2019 Agreement]

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER’s and CITY’s time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY’s Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a design project meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Prepare invoices, in accordance with Attachment B and submit for progress payments based on percent complete in the format requested by the CITY.
- Support city staff in coordination with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.

- With respect to coordination with permitting authorities, ENGINEER shall support city staff in communicating with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities through city staff to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

DELIVERABLES

- A. Meeting summaries with action items
- B. Invoices

TASK 2. SCHEMATIC LAYOUT DESIGN [November 14, 2019 Agreement]

TASK 3. DESIGN DEVELOPMENT

With acceptance of the Schematic Layout Design dated October 1, 2020 with review comments dated October 22, 2020, ENGINEER will prepare construction plans as follows:

3.1. Plan Preparation

- The ENGINEER shall prepare 90% construction plans to include necessary plan sheets for a complete bid package inclusive of cover, general notes, project control, sidewalk paving plan sheets, storm drainage plan & profile sheets, detail sheets, erosion control and traffic control.
- On behalf of the CITY, ENGINEER shall prepare the application and make the submittal to an approved TDLR plan reviewer for review. The CITY shall provide a check for the fee or authorize ENGINEER as an Additional Service to pay the fees. ENGINEER shall address comments from the review and revise the plans if necessary.

3.2. Detailed Construction Cost Estimates

- The ENGINEER shall prepare a detailed opinion of probable construction costs based on current unit prices, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these estimates.

3.3. Construction Contract Documents

- The ENGINEER shall prepare Construction Contract Documents, (Plans, Specifications, and Bid Proposal) and assist CITY with submittal of such Documents to local, state, and federal agencies for approval as may be applicable.

ASSUMPTIONS

- A. CITY will provide ENGINEER copies of recent relevant bids accepted on other local projects to supplement ENGINEER's unit cost data.
- B. CITY shall provide ENGINEER a "GO-BY" set of contract documents and ENGINEER shall follow CITY standards.
- C. Application and Fees for TDLR review will be paid directly by CITY or as a direct reimbursable additional cost.

DELIVERABLES

- A. Design Development drawings.
- B. Engineer's updated opinion of probable construction cost.
- C. Electronic PDF copy of the design development design package.

TASK 4. FINAL DESIGN

Address all comments from the Design Development submittal and ENGINEER shall prepare construction plans as follows:

- 4.1. The ENGINEER shall submit a final design estimate of probable construction cost with the final design plans submitted. This estimate shall use ONLY standard CITY bid items.
- 4.2. The ENGINEER shall submit Final Plans (100%) to the CITY. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- 4.3. Project Bidding
 - The ENGINEER shall assist the CITY in the advertisement of the project for competitive bids.
 - The ENGINEER shall assist the CITY in the opening and tabulation of bids for construction of the project and recommend to the CITY as to the proper action on all proposals received.
 - Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

DELIVERABLES

- A. Engineer's updated opinion of probable construction cost.
- B. 100% Construction Plans with Specifications & Bid Proposal in electronic PDF format.
- C. Bid Summaries
- D. Completed Contract Documents

TASK 5. CONSTRUCTION PHASE SERVICES [NOT INCLUDED IN THIS SUPPLEMENTAL AGREEMENT]

ENGINEER will support the construction phase of the project as follows.

- 5.1. Construction Support
 - The ENGINEER shall attend a preconstruction meeting conducted by the CITY.
 - Represent the CITY in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY may have to disapprove work and materials that fail to conform to the Construction Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the

PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CITY to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the techniques and sequences of construction except as noted in the plans and specifications and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Construction Contract Documents).

- Consult and advise the CITY and issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary.
- The ENGINEER shall visit the project site at requested intervals as construction proceeds to observe and report on progress.
- The ENGINEER shall review shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.
- The ENGINEER shall attend the "Final" project walk through and assist with preparation of final punch list.

5.2. Record Drawings

- The ENGINEER shall prepare record drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
 - o As-Built Survey by Contractor if requested from CITY
 - o Red-Line Markups from the Contractor
 - o Red-Line Markups from City Inspector
 - o Copies of Approved Change Orders
 - o Approved Substitutions
- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following disclaimer shall be included with the Record Drawing stamp:

- o These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, electronically for record storage. The ENGINEER may keep copies of the information provided by the CITY for their files, but all original, red-lined drawings shall be returned to the CITY with the electronic copy.

ASSUMPTIONS

- All printing and plan reproduction costs shall be directly reimbursable at direct cost-plus administrative labor for coordination.
- Weekly site visits are assumed.

DELIVERABLES

- A. Contract Documents for execution by CITY & CONTRACTOR
- B. Response to Contractor's Request for Information
- C. Review of Change Orders
- D. Review of shop drawings
- E. Final Punch List items
- F. Record Drawings in PDF format

TASK 6. ROW/EASEMENT SERVICES [November 14, 2019 Agreement]

ENGINEER will support and perform activities related to ROW and easements as outlined below, per scoping direction and guidance from the CITY's Project Manager. Legal Descriptions and Exhibits are an additional service.

6.1. Right-of-Way/Easement Preparation and Submittal

- The ENGINEER shall provide legal descriptions and exhibits for the city to secure additional ROW or easements (temporary or permanent) prepared by an RPLS.

DELIVERABLES

- A. Right-of-Way, easement exhibits (Legal Descriptions & Exhibits)

TASK 7. SURVEY SERVICES [November 14, 2019 Agreement]

ENGINEER will provide survey support as follows:

7.1. Supplemental Design Survey

- The ENGINEER will perform field surveys in accordance with the procedures of the original contract agreement dated November 14, 2019. Supplemental survey data is required to accurately reflect the changed site conditions on the north end of the project at Shelton Dr. and to include adequate data for the sidepath extension to City Park.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

This section is intended to clarify between the CITY and ENGINEER typical items that may arise in the project that are explicitly not included in this Scope of Work, but may be added later at the written direction of the CITY.]

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Preparation of Easement Documents (legal descriptions with exhibits).
- Negotiation of easements or property acquisition.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake, or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Preparation for and presentation at public meetings.

ATTACHMENT "B" Supplemental Agreement

Design Services for Bransford Road Sidepath from Field Street to Shelton Drive

I. Compensation

BASIC SERVICES

The ENGINEER shall be compensated on a lump sum basis in performing services enumerated in Attachment A Supplemental Agreement to the amount of \$34,700 which is inclusive of supplemental topographic design survey. A man-hour estimate is provided for convenience.

If ENGINEER projects, in the course of providing the necessary services, that the PROJECT cost presented will be exceeded, whether by change in scope of the project, increased costs or other conditions, the ENGINEER shall immediately report such fact to the City and, if so instructed by the City, shall suspend all work hereunder.

ADDITIONAL SERVICES

The ENGINEER shall be compensated for Authorized Additional Services on either a lump sum basis negotiated to a specific scope of work or on an hourly reimbursable plus expense basis per this fee schedule. JSGE reserves the right to update this FEE SCHEDULE once per year beginning on January 1, 2023.

FEE SCHEDULE

Engineer \$175/hour;
CAD Technician \$125/hour;
Administrative \$75/hour;
Mileage at current IRS approved rates for travel outside Tarrant County;
Plan Printing & Reproduction at direct cost + administrative labor for coordination and/or delivery.

II. Method of Payment

Monthly invoices will be issued by JSGE on a percent complete basis for all work performed under the terms of this agreement. Invoices are due and payable within 14 days of receipt.

Invoices will be emailed to the CITY project manager unless instructed in writing to provide hard copies or to send to another person at the City.

Acceptable forms of payment are by check or direct deposit. Any City forms required for vendor payment should be presented to JSGE prior to the contract notice to proceed.

Interest at the rate of 1.5% per month will be charged on all past-due amounts (starting with 1 month at 45 days past invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

PROFESSIONAL SERVICES AGREEMENT
Bransford Road Shared-Use Path Alignment Study

This Professional Services Agreement (“Agreement”) is made by and between the City of Colleyville (“City”), and J. S. Ground Engineering, LLC (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by City, Professional agrees to provide to City the professional services for the Bransford Road Shared-Use Path Alignment Study (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”).

Section 2. Term of Agreement

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

Section 3. Professional Obligations

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

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

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

Section 4. Payment

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

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$35,500). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

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

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

Section 6. Time for Performance

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

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

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

Section 7. Documents

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

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

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

Section 8. Termination

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

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

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

Section 9. Insurance

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

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than

\$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

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

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

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

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

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

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS,

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

Section 13. Assignment

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

Section 14. Applicable Laws

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

Section 15. Default of Professional

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

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

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

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

Section 19. Severability.

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

Section 20. Independent Contractor.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the

performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

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

If to City: Jerry Ducay, City Manager
City of Colleyville
100 Main Street
Colleyville, Texas 75077

With copy to: Whitt L. Wyatt, City Attorney
c/o City Secretary
100 Main Street, 3rd Floor
Colleyville, Texas 76034

If to Professional: Jeffery S. Ground, PE, CFM. LEED AP
President
J. S. Ground Engineering, LLC
4108 Dundee Ct
Colleyville, TX 76034

Section 23. Counterparts.

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

Section 24. Exhibits.

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

Section 25. Survival of Obligations.

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

Section 26. Authorization.

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

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

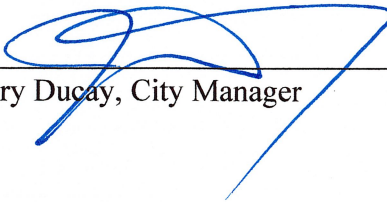
Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

(Signature page to follow)

EXECUTED this the 20th day of November, 2019.

CITY OF COLLEYVILLE, TEXAS

By: _____


Jerry Duway, City Manager

APPROVED AS TO FORM:

By: _____


Whitt L. Wyatt, City Attorney
(Staff:LMW:Date:10/23/2019v2:GovDox.Rev7.12.2019)

EXECUTED this the 14th day of November, 2019.

J. S. GROUND ENGINEERING, LLC

By: _____

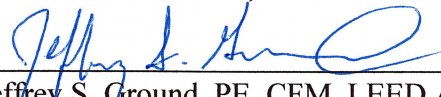

Jeffrey S. Ground, PE, CFM. LEED AP
President

EXHIBIT “A”
Bransford Road Shared-Use Path Alignment Study
SCOPE OF SERVICES

(attached)



J. S. Ground Engineering, LLC

August 7, 2019

Mr. Ray Silva-Reyes, CFM
Director of Public Works
City of Colleyville
100 Main Street
Colleyville, TX 76034

RE: Bransford Road Shared-Use Path Alignment Study from Field St. to Shelton Dr.;
Engineering Fee Proposal

Dear Mr. Reyes:

J. S. Ground Engineering, LLC (JSGE) appreciates your interest in our services to provide the schematic layout engineering design for development of a sidepath (aka shared-use path, sidewalk, trail) along Bransford Road from Field St. to Shelton Dr. This project would provided a north/south connector between Bransford Park and City Park. The general design objectives will be to create a 10' sidepath with a minimum 3' separation from the lanes of vehicle travel along the east side of Bransford Road between Field Street and Shelton Drive.

Bransford Road, as a two lane blacktop with open bar ditches and limited rights-of-way (ROW) due to existing development creates challenges for the addition of a sidepath. This schematic layout study will evaluate the drainage along the roadway to recommend feasible construction improvements which may include storm drain improvements, acquisition of pedestrian access easements and alignments to include the west side of the Bransford Road ROW. The final deliverables from this schematic layout would be incorporated into grant applications and preparing design development and final design plans for the actual construction of the Bransford Road sidepath.

JSGE proposes the following scope of services as set forth in Attachment A and compensation as set forth in Attachment B. These attachments could be incorporated into an engineering agreement.

We look forward to discussing a contract agreement with your office and working to help the city achieve the goals set forward in the 2018 Parks, Recreation, and Open Space Master Plan.

Respectfully,

J. S. Ground Engineering, LLC

Jeffrey S. Ground, PE, CFM, LEED AP

Attachments: A – Scope for Engineering Related Design

B – Compensation

Exhibits: 1 – Survey Limits

ATTACHMENT "A"

Scope for Engineering Design Related Services for Bransford Road Sidepath

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, "ENGINEER" is expanded to include any sub-consultant, including surveyor, employed or contracted by the ENGINEER.

OBJECTIVE

To enter in to an agreement for a schematic layout of the Bransford Road Sidepath from Field Street to Shelton Drive for the City of Colleyville Department of Public Works.

WORK TO BE PERFORMED

- Task 1. Design Management
- Task 2. Schematic Design
- Task 3. Design Development [NOT USED]
- Task 4. Final Design [NOT USED]
- Task 5. Construction Phase Services [NOT USED]
- Task 6. ROW/Easement Services
- Task 7. Survey Services

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff/chartering meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Prepare invoices, in accordance with Attachment B and submit for progress payments based on percent complete in the format requested by the CITY.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain

approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

DELIVERABLES

- A. Meeting summaries with action items
- B. Invoices

TASK 2. SCHEMATIC LAYOUT DESIGN

The purpose of the schematic layout design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria outlined in AASHTO's Guide for Development of Bicycle Facilities as recommended by The Texas Department of Transportation (TxDOT) and the CITY Land Development Code for Engineering Design Standards for conceptual planning and design.

The services to be performed by the ENGINEER hereunder shall include sidepath alignment and storm drainage engineering design tasks:

Time is of the essence, therefore the ENGINEER agrees to begin work on any requested services within ten (10) working days after the receipt of the written authorization to begin work, and work shall proceed in a timely, continuous manner.

ENGINEER will develop the schematic layout design of the infrastructure as follows.

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, agencies (such as TxDOT and railroads), CITY Master Plans, CITY drainage complaint files, existing applicable drainage studies, FEMA floodplain and floodway maps, existing models of project area (if any) and property ownership as available from the Tax Assessor's office.

2.2. Drainage Area Delineations

- Use the topographic survey in conjunction with available lidar contours as well as the record drawings for the surrounding developments to delineate the existing drainage areas to each proposed street crossing along Bransford Road between Shelton Drive and Field Street. Calculate the peak discharges associated with the 5- and 100-year storm events using the Rational Method.

2.3. Schematic Sidepath Alignment

Use the topographic survey in conjunction with ROW documents and field observations, prepare the alignment for a 10' wide sidepath for the project limits.

- Consider alternate sidepath alignments based on necessary drainage improvements and available ROW

2.4 Drainage Computations

- Prepare drainage calculations from drainage areas to determine existing and required capacities of the existing drainage system along Bransford Road and determine requirements for improved systems. Provide calculations regarding street and right-of-way capacities and design discharges (5-year and 100-year frequencies) at selected critical locations. Other frequencies may be appropriate for outfalls and sensitive locations. Capacities of existing storm drain will be calculated and shown. All locations in the project area where 100-year runoff exceeds available storm drain and right-of-way capacities shall be clearly identified. The ENGINEER's responsibility includes recommendations for improvements of the existing system as deemed reasonable and consistent with CITY standards.

2.5 Schematic Drainage System

- Use the peak discharges to coordinate on the best location for the proposed 10' sidepath, and the conceptual drainage systems required as part of the proposed sidepath construction so as to not have a negative impact on the 5- and 100-year water surface elevations along Bransford Road.

2.6. Development of Schematic Layout Design Drawings shall include the following:

- Cover Sheet
- Drainage area maps showing proposed improvements with drainage calculations.
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified monument; X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
- Overall project ROW and easement layout sheet(s).
- Schematic layout plan drawings of proposed sidepath alignment and storm water improvements, including existing lot layout with property ownership, streets, curb lines, driveways, medians (if applicable), sidewalks, existing and proposed water and sanitary sewer mains, existing utilities gathered during the SUE and existing utility easements within the project limits.

ASSUMPTIONS

- CITY will provide the record drawings of the area to the extent available.
- CITY will make GIS data available to ENGINEER as related to this project.
- This proposal does **not** include a flood study, but one can be added as an additional service if required.
- This proposal does **not** include a detention pond design, but one can be provided as an additional service if required.

DELIVERABLES

- A. Schematic Layout Design drawings. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- B. Estimates of engineer's opinion of probable construction cost.
- C. 1 electronic pdf copy and three (3) copies of the schematic layout design package will be delivered. Drawings will be half size (11" x 17"). Full size drawings can be provided as an additional service.

TASK 3. DESIGN DEVELOPMENT [NOT USED]

TASK 4. FINAL DESIGN [NOT USED]

TASK 5. CONSTRUCTION PHASE SERVICES [NOT USED]

TASK 6. ROW/EASEMENT SERVICES

ENGINEER will support and perform activities related to ROW and easements as outlined below, per scoping direction and guidance from the CITY's Project Manager.

5.1. Right-of-Way Research (incidental to surveying services fee)

- The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available plat and as-built information and recommendations will be made for approval by the CITY. Detailed easement and property research will be a final design task coordinated with the CITY's title company consultant for property acquisitions.

5.2 Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare exhibits to demonstrate needed permanent easements. This is the initial step for preparing legal descriptions and exhibits by the RPLS. Actual legal descriptions and exhibits are deferred to later in the design process and are not inclusive to the schematic layout design.

ASSUMPTIONS

- Right-of-Way research includes review of property/right-of-way records based on current internet based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

- A. Right-of-Way, easement exhibits

TASK 7. SURVEY SERVICES

ENGINEER will provide survey support as follows and identified on Exhibit 1.

6.1 Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, utilities as required by the SUE, structures, trees (measure caliper, identify overall canopy, identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.
- The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
 - The following information about each Control Point;
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).

6.2. Temporary Right of Entry Preparation and Submittal

- The survey field crew shall provide point shots within the apparent ROW plus 25' where entry into a fenced yard is not required. Prior to performing field survey, the CITY may wish to mail and obtain Temporary Right of Entry from landowners. Where permission is granted, the survey field crew will include 25' beyond ROW within fenced yards. ENGINEER and surveyor will assist in preparing a letter to be finalized and distributed by CITY.

6.3. Subsurface Utility Engineering (SUE)

- SUE data will be limited to include surface surveying of paint or pin marks provided by Texas One Call (DIGTESS) and the addition of line work for underground utilities as noted from as-built drawings or city locator maps in the absence of as-built drawings. Source of underground utilities will be noted on the plans. Areas where potholing should be performed will be identified for work in the design development phase.

GENERAL DESCRIPTION OF SURVEYING SERVICES:

Provide a topographical survey for Bransford Road from Shelton Drive to Field Street (approximately 3,000 linear feet along Bransford road and 1,000 linear feet of cross streets) located within the City of Colleyville to support the proper engineering design for the

construction of a 10' sidepath and drainage improvements. The topo shall extend a minimum of 100-feet beyond the curb return of each intersecting street.

Provide design topographical survey from ROW to ROW; include 25' beyond ROW where possible without crossing fence lines plus 100' each direction at cross street intersections. Include driveways, culverts, trees, utilities, signs, etc.

Control - Establish horizontal and vertical controls for the project. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on North American Vertical Datum NAVD-88, established by using GPS, or City of Colleyville benchmarks if available. Provide survey notes and electronic files with clear location and description of benchmarks (if used) and horizontal control points.

Topographical Survey

- TAD Property Ownership Information for each property within the project limits.
- TAD Property line work depicting each property within project limits.
- X-Sections every 50' with ties to the centerline of the pavement, edge of pavement, top/toe and flowline of ditch, top of wall, fence or wall (if existing). No survey behind the subdivision walls or fences with city obtained permissions.
- Sanitary Sewer Manholes, flowlines, approximate pipe sizes, and direction of flow.(if exist in the survey area).
- Storm Drain Manholes, Storm Drain Inlets, flowlines, approximate pipe sizes, and direction of flow. (if exist in the survey area).
- Water Valves, Valve Stems, Fire Hydrants, Water Meter Boxes, and Water Vaults. (if exist in the survey area).
- All driveways to a minimum of 10-feet beyond the property/ROW line.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

This section is intended to clarify between the CITY and ENGINEER typical items that may arise in the project that are explicitly not included in this Scope of Work, but may be added later at the written direction of the CITY.]

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Design Development phase engineering design plans.
- Final Design (Construction Documents) engineering design plans.
- Preparation of Easement Documents (legal descriptions with exhibits).

- Negotiation of easements or property acquisition.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Preparation for and presentation at public meetings.

ATTACHMENT "B"

Design Services for Bransford Road Sidepath from Field Street to Shelton Drive

I. Compensation

BASIC SERVICES

The ENGINEER shall be compensated on a lump sum basis in performing services enumerated in Attachment A to the amount of \$35,500 which is inclusive of topographic design survey. A man-hour estimate is provided for convenience.

If ENGINEER projects, in the course of providing the necessary services, that the PROJECT cost presented will be exceeded, whether by change in scope of the project, increased costs or other conditions, the ENGINEER shall immediately report such fact to the City and, if so instructed by the City, shall suspend all work hereunder.

ADDITIONAL SERVICES

The ENGINEER shall be compensated for Authorized Additional Services on either a lump sum basis negotiated to a specific scope of work or on an hourly reimbursable plus expense basis per this fee schedule. JSGE reserves the right to update this FEE SCHEDULE once per year beginning on January 1, 2021.

FEE SCHEDULE

Engineer \$175/hour;
CAD Technician \$125/hour;
Administrative \$75/hour;
Mileage at current IRS approved rates for travel outside Tarrant County;
Plan Printing & Reproduction at direct cost + labor for coordination and/or delivery.

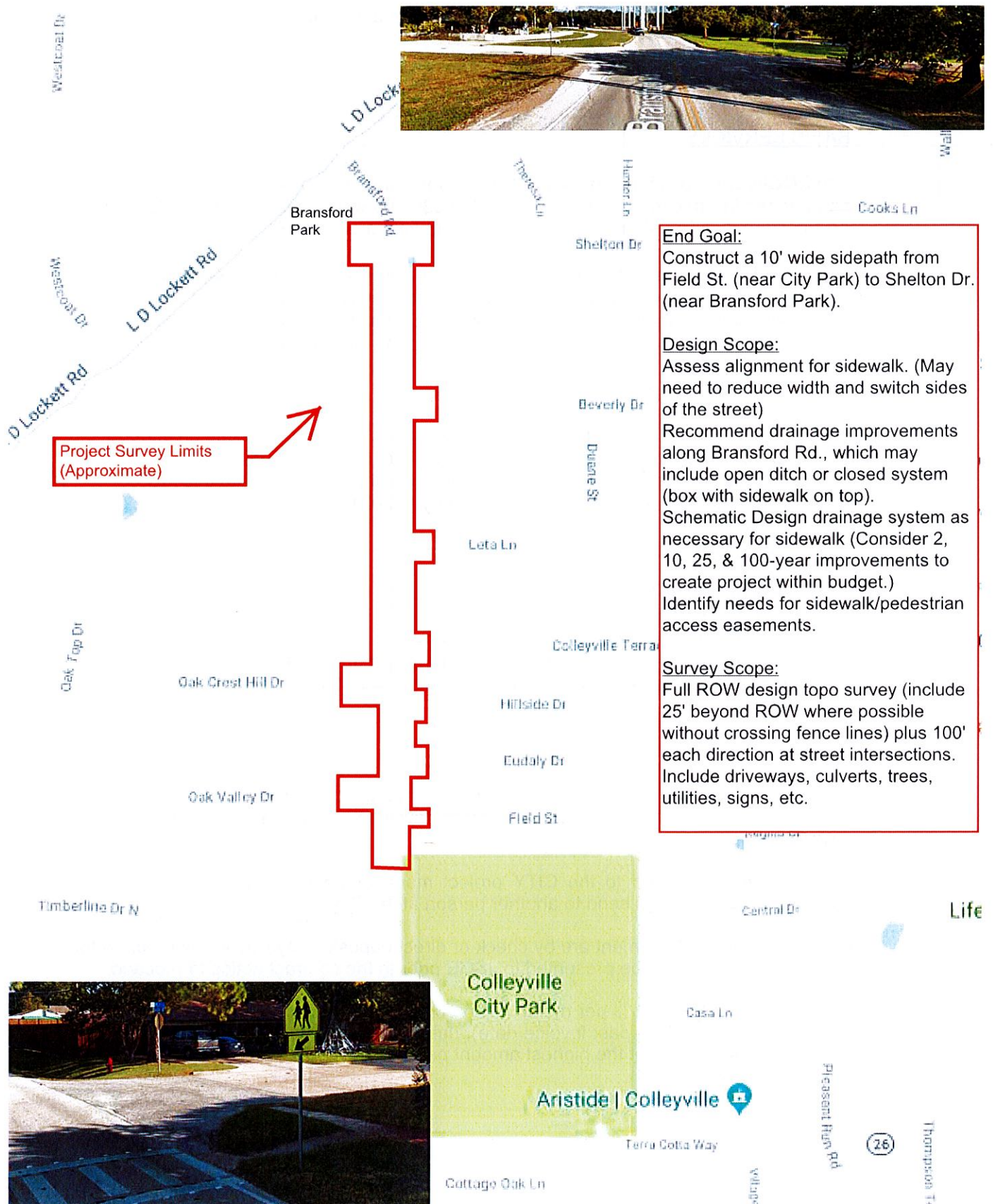
II. Method of Payment

Monthly invoices will be issued by JSGE on a percent complete basis for all work performed under the terms of this agreement. Invoices are due and payable within 14 days of receipt.

Invoices will be emailed to the CITY project manager unless instructed in writing to provide hard copies or to send to another person at the City.

Acceptable forms of payment are by check or direct deposit. Any City forms required for vendor payment should be presented to JSGE prior to the contract notice to proceed.

Interest at the rate of 1.5% per month will be charged on all past-due amounts (starting with 1 month at 45 days past invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.



**Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Bransford Road Sidepath from Field Street to Shelton Drive**

Task No.	Task Description	Labor (hours)										EXPENSE					Labor Percent of Total Fee	Task Percent of Total Fee
		Principal	Quality Control Manager	Project Manager/ Engineer	Project Manager/ Surveyor	Engineer EIT/ Survey Intern	Engineering Designer/ Survey Technician	Survey Crew	GPS Survey Crew	Reproduction (In House)	Admin/ Project Controls	Total Labor Cost	Direct	Reproduction	Total Expense Cost	Task Sub Total		
1.0	Project Management	Rate	\$175	\$175	\$175	\$150	\$130	\$105	\$160	\$160	\$0	\$75						
1.2	Communications and Reporting		0	0	6	0	0	0	0	0	2	\$1,200	\$0	\$0	\$0	\$1,200		
1.2.1	Pre-Design Coordination Meeting			2								\$350			\$0	\$350	0.99%	3.38%
1.2.3	Invoicing			2							2	\$500			\$0	\$500	0.99%	
															\$0	\$500	1.41%	
2.0	Schematic Layout Design		0	0	15	0	24	111	0	0	0	\$17,400	\$0	\$400	\$400	\$17,800		
2.1	Data Collection			2		4						\$870			\$400	\$1,270	3.58%	
2.2	Drainage Area Delineations			2		8	16					\$3,070			\$0	\$3,070	8.65%	
2.3	Schematic Sidepath Alignment			6			32					\$4,410			\$0	\$4,410	12.42%	
2.4	Drainage Computations			4		8						\$1,740		\$400	\$0	\$1,740	4.90%	50.14%
2.5	Schematic Drainage System			1		4	15					\$2,270			\$0	\$2,270	6.39%	
2.6	Schematic Layout Drawings (25% Plans)						48					\$5,040			\$0	\$5,040	14.20%	
3.0	Design Development		0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0.00%	
3.0	Final Design		0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0.00%	
4.0	Construction Phase Services		0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0.00%	
5.0	ROW/Easement Services		0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0.00%	
6.0	Survey + ROW/ESMT		0	0	0	0	0	0	0	0	0	\$0	\$16,500	\$0	\$16,500	\$16,500	46.48%	
	Totals		0	0	21	0	24	111	0	0	2	\$18,600	\$16,500	\$400	\$19,000	\$35,500		
	Total Amounts by Labor Category		\$0	\$0	\$3,675	\$0	\$3,120	\$11,655	\$0	\$0	\$0	\$150						
	Percent Labor of Total Labor		0.00%	0.00%	13.29%	0.00%	15.19%	70.25%	0.00%	0.00%	0.00%	1.27%						
																	Project Summary	
																	Total Hours	158
																	Total Labor	\$18,600
																	Total Expense	\$19,000
																	Total Project Cost	\$35,500.00
																		53.52%
																		100.00%

RESOLUTION R-19-4420

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

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 3, 2019
 - b. Approval of the minutes of the City Council Worksession of August 27, 2019
 - c. Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services
 - d. Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)
 - e. Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed \$161,360.00, and authorize the City Manager to execute the amendment
 - f. Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed \$368,983, and authorizing the City Manager to execute the agreement

- g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed \$121,382.00, and authorize the City Manager to execute the amendment
- h. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
- i. Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement
- j. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

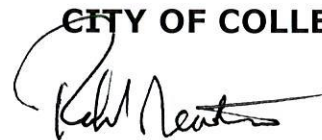
AND IT IS SO RESOLVED.

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

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

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2020-2024

Project Year	Title	Total Project Cost	Capital Projects Fund	Capital Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Capital Fund	FHA/TxDOT	Impact Fees - Area I (East of 26)	Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Perimeter Street Fees	TIF	Tree Restoration Fund	Voluntary Park Fund	Wastewater Impact Fees	Water Impact Fees
Estimated 6/1/2019 Available Balances			\$11,000,000	\$3,621,000	\$3,700,000	\$1,295,000	\$3,077,000	\$200,000	\$2,575,000	\$1,457,211	\$342,897	N/A	\$320,829	\$1,157,481	\$1,051,000	\$3,856,000
2019 Projects under contract or in progress																
	Bransford Rehabilitation (Glade to LD Lockett)	\$376,000	\$376,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Water Tank and Overland Trail - Design	\$144,508	\$0	\$144,508	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Central Fire Station Repairs	\$147,322	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147,322	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Design	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000	\$0	\$0	\$0	\$0
	City Hall Automatic Doors	\$102,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,000	\$0	\$0	\$0	\$0
	City Hall - Backup Generator	\$215,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$215,000	\$0	\$0	\$0	\$0
	City Hall (Plaza) Terra Cotta Way Expansion	\$61,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,000	\$0	\$0	\$0	\$0
	Colleyville Center Renovation FY2019	\$344,679	\$0	\$0	\$344,679	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Colleyville Tree Restoration	\$73,330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,330	\$0	\$0	\$0
	Fence Along Cotton Belt Trail	\$110,000	\$110,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Fiber Optic	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	Fire Station 2 Repairs	\$67,300	\$67,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Frontier Court Rehabilitation	\$390,000	\$390,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Rd (Phase 2-SH26 to Pool) Design	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	John McCain Road and Westcoat Drive Roundabout - L.D. Lockett Road Right Turn Ln - Design	\$66,511	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,511	\$0	\$0	\$0	\$0
	McDonwell School Road and Westcoat Drive Roundabout	\$63,832	\$0	\$0	\$0	\$0	\$0	\$0	\$63,832	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	McDonwell School Road Rehabilitation	\$600,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	McDonwell School Road Westcoat Drive Roundabout	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Plaza at City Hall	\$2,774,548	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,774,548	\$0	\$0	\$0	\$0
	Plaza Parking Facility	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0
	Pleasant Run Waterline (John McCain North to Bear Creek)	\$68,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,360
	Pleasant Run Waterline Vault - Design	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$181,268	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$181,268	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - ROW	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Sand Volleyball Pit Rehabilitation	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0
	SH26 Water/Wastewater Conflicts	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0
	Shade and Seating at City Park Quad Area	\$250,000	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Stormwater Master Plan	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0
	Street Maintenance Program-2019	\$1,075,000	\$1,075,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Supervisory Control and Data Acquisition (SCADA) Development	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley Subdivision/Rustic Oaks	\$49,650	\$0	\$49,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$9,268,748	\$2,618,300	\$394,158	\$594,679	\$0	\$0	\$0	\$182,272	\$0	\$0	\$5,297,649	\$73,330	\$40,000	\$0	\$68,360
Estimated 9/30/19 Year End Balance			\$8,381,700	\$3,226,842	\$3,105,321	\$1,295,000	\$3,077,000	\$200,000	\$2,392,728	\$1,457,211	\$342,897	N/A	\$247,499	\$1,117,481	\$1,051,000	\$3,787,640
(+) Year-end surplus contributions			\$500,000	\$500,000	\$0	\$200,000	\$0	\$0	\$0	\$10,000	\$0	N/A	\$0	\$0	\$190,000	\$190,000
(+) FY20 Budgeted Contribution			\$1,500,000	\$200,000	\$500,000	\$400,000	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$160,000	\$0	\$0

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2020-2024

Project Year	Title	Total Project Cost	Capital Projects Fund	Capital Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Capital Fund	FHA/TxDOT	Impact Fees - Area I (East of 26)	Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Perimeter Street Fees	TIF	Tree Restoration Fund	Voluntary Park Fund	Wastewater Impact Fees	Water Impact Fees
2020	Estimated 10/1/2019 Available Balance		\$10,381,700	\$3,926,842	\$3,605,321	\$1,895,000	\$3,077,000	\$200,000	\$2,392,728	\$1,467,211	\$342,897	N/A	\$247,499	\$1,277,481	\$1,241,000	\$3,977,640
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$500,000	\$100,000	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Batting Cages for City Park Baseball Facility	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Design	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Constr	\$3,205,000	\$0	\$0	\$0	\$0	\$1,877,000	\$0	\$0	\$0	\$0	\$1,328,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall/Library - HVAC Replacement	\$327,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$327,600	\$0	\$0	\$0	\$0
	Colleyville Center New Roof	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Colleyville Center Renovation FY2020	\$56,500	\$0	\$0	\$56,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Construction of Parking Facility at Central Fire Station	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Drainage Fee Assessment Study	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2020	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Entrepreneur Center	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2020	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Flood Gates Upgrade	\$425,000	\$0	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY20 Construct	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$342,897	\$2,240,103	\$0	\$0	\$0	\$417,000
	Improvements to Parks Building (on Bransford)	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,000	\$0	\$0
	Jackson Road Bridge Renovation-Design	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Road Trail - Design	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	John McCain Road Trail - Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0
	John McCain Road and Westcoat Drive Roundabout -	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0
	Justice Center - Metal Roof Coating	\$246,500	\$246,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Keyless Entry/Card Reader Expansion	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	L.D. Lockett Pump Station Emergency Generator	\$650,000	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	L.D. Lockett Road Right Turn Ln - Construction	\$310,000	\$0	\$0	\$0	\$0	\$310,000	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Land Acquisition	\$5,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$0
	Landscape Improvements Near Pavilion at McPherson	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	McDonnell School Road and Westcoat Drive Roundabout	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2020	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	New Warmup Area at City Park Baseball Fields	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0
	Park Signage/Branding Program FY2020	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0
	Parkway Tree Removal and Replacement	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Playground Improvements at Sparger Park	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0
	Pleasant Run Road Bridge at Big Bear (White Chapel)	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Waterline (John McCain North to	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
	Pleasant Run Waterline Vault - Construction	\$375,000	\$0	\$375,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Rehabilitation John McCain to N C	\$1,500,000	\$700,000	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Public Works Service Center Site Improvements-Design	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Public Works Service Center Site Renovations	\$700,000	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rehabilitate the Historic Fire Station	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,000	\$0	\$0	\$0	\$0
	Restroom Facility at Nature Center	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Reagan Park	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation at City Park	\$800,000	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0
	Roberts Road - Construction	\$2,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000	\$0	\$0	\$0	\$0
	SH 26 Medians Beautification FY2020	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2020	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2020	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2020	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Supervisory Control and Data Acquisition (SCADA) Re	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Wastewater Meter Installation at Somerset Manor	\$75,000	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water Lines - Design	\$123,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$123,000
	Water Risk and Resilience Assessment	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water, Wastewater, and Roadway Impact Fee Update	\$128,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000
	Sum Of Total Project Cost:	\$39,000,600	\$4,546,500	\$1,550,000	\$1,076,500	\$2,125,000	\$1,877,000	\$32,000	\$1,942,000	\$1,100,000	\$342,897	\$21,904,703	\$0	\$1,030,000	\$32,000	\$1,372,000
	Estimated 9/30/20 Year End Balance		\$5,835,200	\$2,376,842	\$2,528,821	-\$230,000	\$1,200,000	\$168,000	\$450,728	\$367,211	\$0	N/A	\$247,499	\$247,481	\$1,209,000	\$2,605,640
	(+) Year-end surplus contributions		\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	N/A	\$0	\$0	\$190,000	\$190,000
	(+) FY21 Budgeted Contribution		\$1,500,000	\$200,000	\$500,000	\$200,000	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$160,000	\$0	\$0

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2020-2024

Project Year	Title	Total Project Cost	Capital Projects Fund	Capital Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Capital Fund	FHA/TxDOT	Impact Fees - Area I (East of 26)	Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Perimeter Street Fees	TIF	Tree Restoration Fund	Voluntary Park Fund	Wastewater Impact Fees	Water Impact Fees
2021	Estimated 10/1/2020 Available Balance		\$7,835,200	\$3,076,842	\$3,028,821	-\$30,000	\$1,200,000	\$168,000	\$450,728	\$417,211	\$0	N/A	\$247,499	\$407,481	\$1,399,000	\$2,795,640
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$500,000	\$100,000	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Const	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Water Tank Rehabilitation - Construction	\$1,200,000	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Hall - Flooring Rehab	\$88,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2021	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY21 Construct	\$10,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,200,000	\$0	\$0	\$0	\$0
	Glade Road at Bluebonnet Drive	\$1,200,000	\$0	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jackson Road Bridge Renovation-Construction	\$100,000	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center - Carpet and VCT Tile	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center - HVAC Replacement	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Renovation	\$450,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2021	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0
	Parks House Demo & New Amenity	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Public Works Service Center Renovations	\$1,900,000	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Pleasant Run Practice Fields	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
	SH26 Beautification FY2021	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2021	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2021	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley/Rustic Oaks/Bills Lane	\$630,000	\$0	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: (Partial) Tinker Road Water Lines -	\$1,110,000	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$660,000
	Water Project 7: Demolish Overland Trail Pump Statik	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$26,153,000	\$4,975,000	\$2,530,000	\$1,300,000	\$400,000	\$1,200,000	\$0	\$0	\$300,000	\$0	\$14,738,000	\$0	\$50,000	\$0	\$660,000
	Estimated 9/30/21 Year End Balance		\$2,860,200	\$546,842	\$1,728,821	-\$430,000	\$0	\$168,000	\$450,728	\$117,211	\$0	N/A	\$247,499	\$357,481	\$1,399,000	\$2,135,640
	(+) Year-end surplus contributions		\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$0	\$190,000	\$190,000
	(+) FY22 Budgeted Contribution		\$1,500,000	\$200,000	\$500,000	\$200,000	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$160,000	\$0	\$0
2022	Estimated 10/1/2021 Available Balance		\$4,860,200	\$1,246,842	\$2,228,821	-\$230,000	\$0	\$168,000	\$450,728	\$117,211	\$0	N/A	\$247,499	\$517,481	\$1,589,000	\$2,325,640
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$500,000	\$100,000	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Drainage Improvements at Nature Center	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0
	Drainage Improvements FY2022	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library - Flooring Rehab	\$95,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,500	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2022	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0
	Street Maintenance County-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2022	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2022	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 12: (Partial) Woodbriar Estate Water L	\$70,020	\$0	\$70,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 5: Upsize and Replace Water Lines in B	\$145,000	\$0	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 6: Upsize and Replace Water Lines in A	\$145,000	\$0	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Replace Sewer Lines in Woodbriar Est	\$361,700	\$0	\$361,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path and Chestnut Bend Sewer	\$91,000	\$0	\$91,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$3,833,220	\$1,625,000	\$812,720	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$345,500	\$0	\$450,000	\$0	\$0
	Estimated 9/30/22 Year End Balance		\$3,235,200	\$434,122	\$1,928,821	-\$530,000	\$0	\$168,000	\$450,728	\$117,211	\$0	N/A	\$247,499	\$67,481	\$1,589,000	\$2,325,640
	(+) Year-end surplus contributions		\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	N/A	\$0	\$0	\$190,000	\$190,000
	(+) FY23 Budgeted Contribution		\$1,500,000	\$200,000	\$500,000	\$200,000	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$160,000	\$0	\$0

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2020-2024

Project Year	Title	Total Project Cost	Capital Projects Fund	Capital Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Capital Fund	FHA/TxDOT	Impact Fees - Area I (East of 26)	Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Perimeter Street Fees	TIF	Tree Restoration Fund	Voluntary Park Fund	Wastewater Impact Fees	Water Impact Fees
2023	Estimated 10/1/2022 Available Balance		\$5,235,200	\$1,134,122	\$2,428,821	-\$330,000	\$0	\$168,000	\$450,728	\$137,211	\$0	N/A	\$247,499	\$227,481	\$1,779,000	\$2,515,640
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$500,000	\$100,000	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	City Hall - Boiler Replacement	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2023	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Playground Improvements at Kimzey Park	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0
	Street Maintenance County-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2023	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2023	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 12: Partial Woodbriar Estate Water Lir.	\$433,000	\$0	\$433,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 5: Upsize and Replace Water Lines in B	\$2,550,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000
	Water Project 6: Upsize and Replace Water Lines in V	\$745,000	\$0	\$745,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Replace Sewer Lines in Woodbriar Est	\$1,900,000	\$0	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path and Chestnut Bend Sewer	\$829,000	\$110,000	\$719,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$9,007,000	\$2,410,000	\$3,797,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$50,000	\$0	\$1,900,000
	Estimated 9/30/23 Year End Balance		\$2,825,200	-\$2,662,878	\$2,128,821	-\$630,000	\$0	\$168,000	\$450,728	\$137,211	\$0	N/A	\$247,499	\$177,481	\$1,779,000	\$615,640
	(+) Year-end surplus contributions		\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$0	\$190,000	\$190,000
	(+) FY24 Budgeted Contribution		\$1,500,000	\$200,000	\$500,000	\$200,000	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$160,000	\$0	\$0
2024	Estimated 10/1/2023 Available Balance		\$4,825,200	-\$1,962,878	\$2,628,821	-\$430,000	\$0	\$168,000	\$450,728	\$137,211	\$0	N/A	\$247,499	\$337,481	\$1,969,000	\$805,640
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$500,000	\$100,000	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2024	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2024	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2024	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Woodbriar, Quail Crest Estates Rehabilitation (Compi	\$2,768,000	\$2,768,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$5,168,000	\$4,318,000	\$0	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0
	Estimated 9/30/24 Year End Balance		\$507,200	-\$1,962,878	\$2,328,821	-\$730,000	\$0	\$168,000	\$450,728	\$137,211	\$0	N/A	\$247,499	\$337,481	\$1,969,000	\$805,640
	(+) Year-end surplus contributions		\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	N/A	\$0	\$0	\$190,000	\$190,000
	(+) FY25 Budgeted Contribution		\$1,500,000	\$200,000	\$500,000	\$200,000	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$160,000	\$0	\$0
	Estimated 10/1/24 Available Balances		\$2,507,200	-\$1,262,878	\$2,828,821	-\$530,000	\$0	\$168,000	\$450,728	\$157,211	\$0	N/A	\$247,499	\$497,481	\$2,159,000	\$995,640
TOTAL		\$92,430,568	\$20,492,800	\$9,083,878	\$3,871,179	\$3,425,000	\$3,077,000	\$32,000	\$2,124,272	\$1,400,000	\$342,897	\$42,785,852	\$73,330	\$1,620,000	\$32,000	\$4,000,360



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c
Type Resolution
Department Engineering

Agenda Date 12/1/2020

Number Resolution R-20-4566

Title

Approval of an Interlocal Agreement (ILA) with the City of Southlake to share the cost of construction for the improvement of the White Chapel/Pleasant Run Road bridge, and authorizing the City Manager to execute the agreement

Strategic Plan

3.3 Mitigate stormwater runoff and flooding risks
5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

Staff is seeking approval to enter into an Interlocal Agreement (ILA) with City of Southlake to share costs of construction for improvements on the White Chapel/Pleasant Run Road bridge between the two cities.

The City of Southlake staff submitted an funding application to TxDOT FW District for the reconstruction of the White Chapel/Pleasant Run Road bridge. The grant was approved. Cost will be allocated based on 80% federal funding, 10% state funding, and 10% split funding between the cities of Colleyville and Southlake. The Local Project Advance Funding Agreement (AFA) stipulates TxDOT will award and manage the project.

This project will replace the off-system bridge at White Chapel/Pleasant Run Road to include the construction of a new sidewalk and additional utility improvements. This ILA will require Colleyville to pay 50% of all project design and construction costs, plus any additional costs incurred by Southlake as determined by TxDOT. The cost for design was \$12,677 with a construction cost of \$93,455.50 for a grand total local participation cost of \$106,132.50.

The Southlake City Council approved this ILA on Tuesday, November 17, 2020.

Financial Impact

Funding for the project is available in the Drainage Capital Fund

Recommendation

Approve

Attachments

1. Bridge ILA Cost Sharing Presentation
2. Southlake/Colleyville ILA

5c Bridge Interlocal Agreement (ILA) Cost Sharing



- Staff is seeking approval to enter into an Interlocal Agreement (ILA) with the City of Southlake to share costs of construction improvements for the White Chapel/Pleasant Run Road bridge between the two cities.



INTERLOCAL AGREEMENT

Between the City of Colleyville and the City of Southlake

This Interlocal Agreement (hereinafter the “Agreement”) regarding funding a bridge replacement project is made and entered into by and between the **CITY OF COLLEYVILLE** (hereinafter “Colleyville”) and the **CITY OF SOUTHLAKE** (hereinafter “Southlake”), which are both home rule municipal corporations and political subdivisions of the State of Texas. Colleyville and Southlake are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, this Agreement is made pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, to the extent necessary the Parties will use current revenues to pay obligations in this Agreement; and

WHEREAS, the project serves a public purpose; and

WHEREAS, Colleyville and Southlake each have the legal authority to perform its obligations in this Agreement; and

WHEREAS, the division of costs provided in this Agreement constitutes adequate consideration to each party; and

WHEREAS, the Parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t. Code sect. 2252.908, and therefore, no disclosure of interested parties is required; and

WHEREAS, it is mutually advantageous to both parties to enter into this Agreement:

AGREEMENTS, TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each party, the receipt and sufficiency of

which are hereby acknowledged, the Parties hereby contract, covenant, warrant and agree as follows:

I. ADOPTION OF RECITALS

All of the matters stated in the Recitals stated above are agreed to be true and correct and are hereby incorporated into the body of the Agreement by reference as though fully set forth in their entirety herein.

II. PROJECT DESCRIPTION

This Project will replace the off-system bridge at South White Chapel and Pleasant Run to include the construction of a new sidewalk and additional utility improvements (hereinafter the “Project”).

III. RESPONSIBILITIES OF THE PARTIES; COST APPORTIONMENT

3.1 Colleyville shall be responsible for the following:

- (a) Reimbursing Southlake for fifty percent (50%) of all Project design and construction costs plus any additional costs incurred by Southlake as determined by the Texas Department of Transportation (TxDOT).
- (b) TxDOT’s construction standards will apply to the Project, including those portions of the Project that extend into Southlake’s City Limits
- (c) Colleyville will appoint a representative that will be responsible for timely reviewing the design and approving location and placement of equipment within its right of way.

3.2 Southlake shall be responsible for the following:

- (a) Fifty percent (50%) of all Project design and construction costs plus any additional costs incurred by Southlake as determined by the Texas Department of Transportation (TxDOT).
- (b) TxDOT’s construction standards will apply to the Project, including those portions of the Project that extend into Colleyville’s City Limits

(c) Southlake will appoint a representative that will be responsible for timely reviewing the design and approving location and placement of equipment within its right of way.

3.3 Fiscal Agent. Southlake shall serve as the fiscal agent of the Parties for purposes of the Project. Southlake will review, approve, and pay the bills incurred for the Project and will then bill Colleyville for its respective share. Colleyville is entitled to request a copy of any bill for review, prior to or following Southlake's payment of the same, provided that Colleyville may not unreasonably delay timely payment of any bill approved for payment by Southlake. Unless otherwise provided in this Agreement, Colleyville will remit payment to Southlake within thirty (30) days of receipt of any and all invoices.

3.4 Rights-of-way. The Parties agree to provide necessary access to their respective rights-of-way for the Project. Neither Party shall be responsible for acquiring additional rights-of-way, easements, or other property rights wholly located outside of that Party's incorporated limits. The Parties will designate a single point of contact for managing rights-of-way issues.

IV. COST

Colleyville agrees to fund the actual costs of the Project by reimbursing Southlake. Payment to Southlake shall be in accordance with the funding schedule set forth in Attachment A, which is attached hereto and hereby made a part of this Agreement for all purposes. The Parties agree Colleyville has no obligation to provide payments during schedule delays. The Parties further agree Colleyville's payments for the Project are contingent upon the Southlake's and Colleyville's reasonable determination that the work for which reimbursement is sought has been successfully completed, which shall not be unreasonably withheld.

Prior to the final payment, Southlake agrees to provide certification signed by the City Manager or other authorized official that the work has been completed and that the funds being requested have been expended. The Parties acknowledge that the funding contained herein is designated for the costs of the Project, as defined in Section I.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither Colleyville nor any employee thereof is an agent of Southlake and neither Southlake nor any employee thereof is an agent of Colleyville. Each party shall supervise the performance of its own personnel and shall not be entitled to control the manner and means by which its work and services are to be performed, subject to the terms of this Agreement. It is understood and agreed by and between the Parties that each, in satisfying the conditions of this Agreement, is acting independently, and that neither assumes responsibility or liability to any third party in connection with their performance of this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party. Southlake agrees that the Colleyville will have no right to control the manner or means of construction of the Project.

VI. ASSIGNMENT

Neither Party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other Party.

VII. THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

VIII. AUDIT OF RECORDS

Southlake's records regarding this Project shall be subject to audit by Colleyville during the term of this Agreement and for two years after the completion of the project.

IX. ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the Parties and supersedes all prior representations. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these Parties. This Agreement shall be governed by the laws of the State of Texas and venue for any action under this Agreement shall be in the district courts of Tarrant County, Texas.

X. NO WAIVER

This Agreement may not be interpreted to waive the sovereign or governmental immunity of any Party to this Agreement to the extent such Party enjoys immunity under Texas law.

XI. NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, address as follows:

COLLEYVILLE:

City Manager
Re: South White Chapel & Pleasant Run
City of Colleyville
100 Main Street
Colleyville, Texas 76034

SOUTHLAKE:

City Manager
Re: South White Chapel & Pleasant Run
City of Southlake
1400 Main Street
Southlake, Texas 76092

XII. SEVERABILITY

If, in case 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 provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

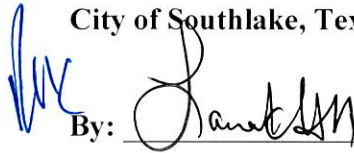
XIII. AUTHORITY

Each person signing this Agreement warrants that person has received authority from the governing body of the party for which it is signing this Agreement to enter into this Agreement.

Signature page to follow

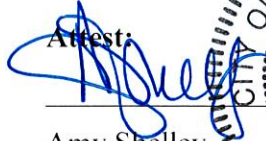
EXECUTED hereto on the date(s) shown below.

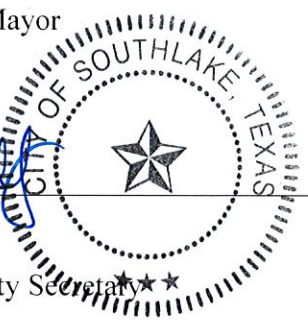
City of Southlake, Texas

By:  _____

Laura Hill, Mayor

Attest:

 _____
Amy Shelley
Southlake City Secretary



APPROVED AS TO FORM:

 _____
~~Allen Taylor Jr.~~ Cara Leahy White

Asst. City Attorney

City of Colleyville, Texas

By: _____

Jerry Ducay, City Manager

Attest:

Christine Loven

Colleyville City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt

City Attorney

ATTACHMENT A

Project Information

City: City of Southlake

Project Name: South White Chapel and Pleasant Run Bridge Replacement

Proposed Project Schedule

	Start Date	Duration (mos)	End Date *
Design:			
ROW Acquisition:			
Utility Relocation:			
Construction:			

* Colleyville agrees to fund 50% of the actual construction costs of the Project up to the amount of \$106,134 by reimbursing Southlake for work completed. Colleyville's payments to Southlake for the Project are contingent upon the Southlake's and Colleyville's reasonable determination that the work for which reimbursement is expected is successfully completed, which shall not be unreasonably withheld.

Colleyville retains control over the Colleyville funding disbursement schedule identified herein. Colleyville agrees to notify Southlake of any changes to the disbursement schedule 30 days in advance in accordance with Section X of this Agreement.

Proposed Colleyville Payment by Phase

Design: \$12,677

Construction: \$93,455.50

Colleyville Funding

Total: \$106,132.50



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5d
Type Resolution
Department Engineering

Agenda Date 12/1/2020

Number Resolution R-20-4566

Title

Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$98,000.00 for the design of the FY2021 Sidewalk Connectivity Project, and authorizing the City Manager to execute the agreement

Strategic Plan

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

In September of 2020, City Council approved the FY2021-2025 Capital Improvement Program by Resolution R-20-4535, which includes the Annual Small Segment Sidewalk/Trail Construction for FY2021.

Improvements consist of constructing approximately 7,810 linear feet of sidewalk and trails along John McCain Road, Lavaca Trail, LD Lockett Road, Bluebonnet Drive, Cheek-Sparger Road, Bedford Road, Thompson Terrace, and Bandit Trail. The new sidewalk and trail segments would connect previously unconnected sections for an approximate cost of \$1.1 million.

The City recently completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 53 submittals from various professional engineering firms. Based on a review of the 53 submitted Statements of Qualifications as well as an interview with the firm, staff is recommending the use of Kimley-Horn and Associates, Inc. for the design of this project. If approved, Kimley-Horn and Associates, Inc. will design the sidewalk and trail segments for the aforementioned roads and prepare the engineering drawings for construction of this project.

Financial Impact

Funding for the professional services agreement for the FY2021 Sidewalk Connectivity Project is available in the Capital Projects Fund

Recommendation

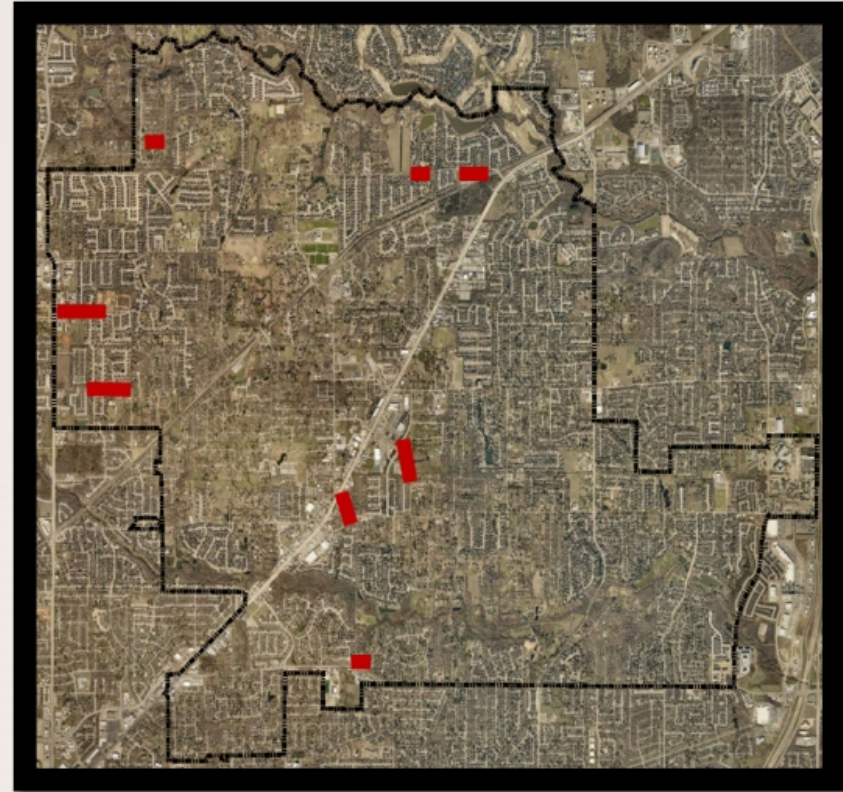
Approve

Attachments

1. Sidewalk Connectivity presentation
2. Professional Services Agreement

5d Sidewalk Connectivity Project PSA

- Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$98,000.00, for the design of the FY2021 Sidewalk Connectivity Project, and authorizing the City Manager to execute the agreement
- Improvements consist of constructing approximately 7,810 linear feet of sidewalk and trails along John McCain Road, Lavaca Trail, LD Lockett Road, Bluebonnet Drive, Cheek-Sparger Road, Bedford Road, Thompson Terrace, and Bandit Trail. The new sidewalk and trail segments would connect previously unconnected sections for an approximate cost of \$1.1 million.



PROFESSIONAL SERVICES AGREEMENT
FY2021 Sidewalk Connectivity Project

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by City, Professional agrees to provide to City the professional services for the FY2021 Sidewalk Connectivity Project (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”).

Section 2. Term of Agreement

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

Section 3. Professional Obligations

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

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

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

Section 4. Payment

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

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$98,000). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

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

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

Section 6. Time for Performance

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

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

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

Section 7. Documents

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

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other

data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

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

Section 8. Termination

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

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

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

Section 9. Insurance

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

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

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

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

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

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

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

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER

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

Section 13. Assignment

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

Section 14. Applicable Laws

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

Section 15. Default of Professional

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including

reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

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

Section 19. Severability.

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

Section 20. Independent Contractor.

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

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

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

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

With copy to: Whitt L. Wyatt
City Attorney's Office
100 Main Street, 3rd Floor
Colleyville, Texas 76034

If to Professional: Misty Christian, P.E., CFM, CPSWQ
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, TX 76102

Section 23. Counterparts.

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

Section 24. Exhibits.

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

Section 25. Survival of Obligations.

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

Section 26. Authorization.

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

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

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

(Signature page to follow)

EXECUTED on December 1, 2020.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

APPROVED AS TO FORM:

By:  _____
Whitt L. Wyatt, City Attorney
Staff:EM:Date:11/12/2020

EXECUTED on _____.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Scott R. Arnold
Vice President

EXHIBIT “A”
FY2021 Sidewalk Connectivity Project
SCOPE OF SERVICES

(attached)

EXHIBIT "A"

Scope of Services

Task 1: Topographic Survey

ENGINEER, through the subconsultant, will provide topographic survey from the following sites:

- John McCain CB-1,350 LF
- John McCain OA-700 LF
- Lavaca Trail-700 LF
- LD Lockett Reatta-1,350 LF
- Bluebonnet-1,200 LF
- Cheek Sparger and Bedford-860 LF
- Thompson Terrace-800 LF
- Bandit Trail-850 LF

The survey includes performing cross sections approximately every 50 feet and the width of the right of way. Locating property lines will be included in the scope. Other subtasks included in the scope are as follows:

- A. Establish horizontal control points.
- B. Establish a vertical control benchmark circuit as needed throughout the project. The CITY will provide established monument information for the area.
- C. Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- D. Perform a survey to identify and locate existing topographic elements within the right of way including, but not limited to the following:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Driveways
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - Outfalls and erosion control
 - Existing driveway culverts and swales
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Buildings and permanent structures
 - Retaining walls
 - Landscaping
 - Fence limits and material types (excluding temporary fences)
 - Other applicable physical features that could impact design
- E. Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- F. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

Task 2: Preparation of Contract Documents

As part of this task, the following subtasks will be performed:

- A. Perform general project management related tasks such as routine communication with the CITY, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule.
- B. Conduct one (1) site visit to each of the sites to observe the project site conditions.
- C. Review and prepare an AutoCAD base map for each of the project sites. The base map will be based upon the information obtained as part of Task 1.
- D. Prepare for, attend and conduct up to two (2) project meetings with the CITY to discuss the project.
- E. Prepare an 11"x17" sidewalk layout sheet(s) for each project (1"=20' scale). The sidewalk layout sheet will include project control, paving dimensions, paving details and grading. The ENGINEER will prepare 90% plans and final plans as well as 90% OPCC and a final OPCC.
- F. ENGINEER will address up to two rounds of comments from the CITY.
- G. ENGINEER will prepare contract documents for the project. The City of Colleyville's contract documents and technical specifications will be used as the format. The ENGINEER will address one round of comments from the CITY.

Meetings:

- Up to two (2) meetings with the CITY

Deliverables:

- Sidewalk Layout Sheets
- Project Manual

Task 3: Bidding Phase Services

- A. ENGINEER will assist the CITY in bidding the project. This task includes assisting the CITY with advertising the project in the local newspapers or electronically through CivCast (fees to be paid by the CITY as a part of this Task), answering questions from the bidders during the bidding process, issuing addendums (when appropriate), attending the bid opening, preparing the bid tabulations, reviewing the qualifications/previous project experience provided by the apparent low bidder and provide a summary of bid/bidder evaluation to the CITY. This task includes bidding the project one time. Additional bidding will be considered Additional Services.

Meetings:

- Bid Opening
- Attending one (1) council meeting

Deliverables:

- Bid Tabulation
- Notice of Award Letter

Task 4: Construction Phase Services

This task includes ENGINEER performing limited Construction Phase Services for the project. This task may include the following subtasks. The budget for this task is based upon 40 hours of effort. Exceeding the 50 hours budgeted will be considered Additional Services.

- A. Pre-Construction Conference. ENGINEER will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Visits to Site and Observation of Construction. ENGINEER will provide on-site construction observation services during the construction phase. ENGINEER will make visits at intervals as directed by CITY in order to observe the progress of the Work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the Work.
- C. The purpose of ENGINEER's site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned in this Agreement to ENGINEER, and to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- D. Recommendations with Respect to Defective Work. ENGINEER will recommend to CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- E. Clarifications and Interpretations. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by CITY.
- F. Change Orders. ENGINEER may recommend Change Orders to CITY and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. Shop Drawings and Samples. ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- H. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- I. Inspections and Tests. ENGINEER may require special inspections or tests of Contractor's work as ENGINEER deems appropriate and may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the

Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.

- J. Disagreements between CITY and Contractor. ENGINEER will, if requested by CITY, render written decision on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- K. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CITY, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- L. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.
- M. Substantial Completion. ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of CITY, ENGINEER considers the Work substantially complete, ENGINEER will notify CITY and Contractor.
- N. Final Notice of Acceptability of the Work. ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.
- O. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- P. Prepare record drawings provided by the Contractor and the CITY to ENGINEER.

Schedule of Rates and Expenses

Refer to Schedule 1.

Schedule of Rates and Expenses

ENGINEER will perform the services in Tasks 1 – 3 for the lump sum fee below. Individual task amounts are informational only. ENGINEER may reallocate budgets as needed. All permitting, application, and similar project fees will be paid directly by the CITY, unless otherwise specified in the Scope.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed

Task 1	Topographic Survey	\$	31,000
Task 2	Preparation of Contract Documents	\$	57,000
Task 3	Bidding Phase Services	\$	4,000
Total Budgeted Fee		\$	92,000

Kimley-Horn will perform the Services in Task 4 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 4	Construction Phase Services	\$	6,000
Total Budgeted Fee		\$	98,000

Labor fee will be billed on an hourly basis according to our then current rates. Kimley-Horn will not exceed the total labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage (this is included in the budgeted amounts above). Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

All permitting, applications, and similar project fees will be paid directly by the City.

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$185 - \$260
Senior Professional II	\$250 - \$275
Professional	\$165 - \$215
Senior Technical Support	\$120 - \$200
Analyst	\$115 - \$185
Technical Support	\$75 - \$105
Support Staff	\$85 - \$125

Effective through June 30, 2021

Subject to periodic adjustment thereafter



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5e
Type Resolution
Department Engineering

Agenda Date 12/1/2020

Number Resolution R-20-4566

Title

Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$124,500.00 for the design of the Bedford Road Sidewalk Project, and authorizing the City Manager to execute the agreement

Strategic Plan

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

In September of 2020, City Council approved the FY2021-2025 Capital Improvement Program by Resolution R-20-4535, which includes the design of a sidewalk along Bedford Road for FY2021.

Improvements consist of constructing approximately 3,400 linear feet of 5-foot wide sidewalk along Bedford Road from Little Bear Creek to Sparger Park, a pedestrian bridge crossing over Little Bear Creek, retaining walls and drainage improvements as needed.

The City recently completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 53 submittals from various professional engineering firms. Based on a review of the 53 submitted Statements of Qualifications as well as an interview with the firm, staff is recommending the use of Kimley-Horn and Associates, Inc. for the design of this project. If approved, Kimley-Horn and Associates, Inc. will design the trail for Bedford Road and prepare the engineering drawings for construction of this project.

Financial Impact

Funding for the professional services agreement for the Bedford Road Sidewalk Project is available in the Capital Projects Fund.

Recommendation

Approve

Attachments

1. Bedford Road Sidewalk Presentation
2. Professional Services Agreement

5e Bedford Road Sidewalk

- Approval of a professional services agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$124,500.00, for the design of the Bedford Road Sidewalk Project, and authorizing the City Manager to execute the agreement.
- Improvements consist of constructing approximately 3,400 linear feet of 5-foot wide sidewalk along Bedford Road from Little Bear Creek to Sparger Park, a pedestrian bridge crossing over Little Bear Creek, retaining walls and drainage improvements as needed.



PROFESSIONAL SERVICES AGREEMENT

Bedford Road Sidewalk

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

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Professional Obligations

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

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

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

Section 4. Payment

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

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed ONE HUNDRED AND TWENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$124,500). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

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

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

Section 6. Time for Performance

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

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

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

Section 7. Documents

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

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other

data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

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

Section 8. Termination

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

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

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

Section 9. Insurance

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

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

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

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

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

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

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

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER

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

Section 13. Assignment

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

Section 14. Applicable Laws

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

Section 15. Default of Professional

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including

reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

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

Section 19. Severability.

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

Section 20. Independent Contractor.

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

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

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

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

With copy to: Whitt L. Wyatt
City Attorney's Office
100 Main Street, 3rd Floor
Colleyville, Texas 76034

If to Professional: Misty Christian, P.E., CFM, CPSWQ
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, TX 76102

Section 23. Counterparts.

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

Section 24. Exhibits.

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

Section 25. Survival of Obligations.

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

Section 26. Authorization.

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

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

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

(Signature page to follow)

EXECUTED on December 1, 2020.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

APPROVED AS TO FORM:

By:  _____
Whitt L. Wyatt, City Attorney
Staff:EM:Date:11/12/2020

EXECUTED on _____.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Scott R. Arnold
Vice President

EXHIBIT “A”
Bedford Road Sidewalk
SCOPE OF SERVICES

(attached)

EXHIBIT "A"

Scope of Services

Task 1: Topographic Survey

ENGINEER, through the subconsultant, will provide approximately 3,400 feet of topographic survey along Bedford Road from the intersection of Glade Road to approximately 1,000 feet south of Little Bear Creek near Sparger Park. The termination point will be near the existing parking lot at Sparger Park.

The survey includes performing cross sections approximately every 50 feet and the width of the right of way. In addition, the survey includes the survey of Little Bear Creek at the location where the proposed pedestrian bridge will be located. Locating property lines will be included in the scope. Other subtasks included in the scope are as follows:

- A. Establish horizontal control points.
- B. Establish a vertical control benchmark circuit as needed throughout the project. The CITY will provide established monument information for the area.
- C. Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- D. Perform a survey to identify and locate existing topographic elements within the right of way/creek including, but not limited to the following:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Driveways
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - Outfalls and erosion control
 - Existing driveway culverts and swales
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Buildings and permanent structures
 - Retaining walls
 - Landscaping
 - Fence limits and material types (excluding temporary fences)
 - Other applicable physical features that could impact design
- E. Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- F. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

Task 2: Preparation of Contract Documents

As part of this task, the following subtasks will be performed:

- A. Perform general project management related tasks such as routine communication with the CITY, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule.
- B. Conduct one (1) site visit to each of the sites to observe the project site conditions.

- C. Review and prepare an AutoCAD base map for each of the project sites. The base map will be based upon the information obtained as part of Task 1.
- D. Prepare for, attend and conduct up to two (2) project meetings with the CITY to discuss the project.
- E. Prepare construction plans for approximately 3,400 linear feet of 5-foot wide sidewalk within the Bedford eastern right of way. The construction plans will be 11"x17". The plans will include dimensional control, sidewalk elevations, and proposed grading.
- F. Design segments of storm pipe in the existing ditch to be placed under the sidewalk where needed. The pipe will be designed for a lower storm event (less than 5-year storm event, or to meet the capacity of the existing ditch. The Rational Method will be used.
- G. Design sidewalk integral retaining walls where needed. Standard integral walls details shall be used. No structural design for retaining walls will be included.
- H. Design permanent erosion protection at the abutment of the pedestrian bridge based upon creek velocities and recommendations from the geotech.
- I. Kimley-Horn will prepare 60% construction plans and a 60% Opinion of Probable Construction Cost (OPCC). Kimley-Horn will submit the 60% construction plans to the CITY for review and comment.
- J. Coordinate with the geotechnical engineer regarding structural recommendations for the pedestrian bridge.
- K. Coordinate with the bridge manufacture to provide a prefabricated pedestrian bridge.
- L. Perform a hydraulic analysis for Little Bear Creek where the pedestrian bridge will be installed to determine the impacts to the water surface elevations with the proposed improvements. The CITY will provide the ENGINEER with the HEC-RAS model. The ENGINEER will update the model with the proposed bridge and associated grading. The ENGINEER will rely upon the CITY's current hydrology. No new hydrologic analysis will be performed. This scope does not include the preparation of a Letter of Map Revision (LOMR).
- M. Kimley-Horn will address the 60% comments and prepare 90% construction plans.
- N. Kimley-Horn will prepare 90% construction plans and a 90% OPCC. Kimley-Horn will submit the 90% construction plans to the CITY for review and comment.
- O. Kimley-Horn will address the 90% comments and prepare final construction plans. A final OPCC will be prepared and provided to the CITY.
- P. This scope does not include preparing for or attending public meetings.
- Q. ENGINEER will prepare contract documents for the project. The City of Colleyville's contract documents and technical specifications will be used as the format.

Meetings:

- Kickoff Meeting
- 60% Plan Review Meeting
- 90% Plan Review Meeting
- Final Plan Review Meeting
- Up to two (2) meetings with the CITY

Deliverables:

- 60% Construction Plans-digital set (pdf) provided

- 90% Construction Plans -digital set (pdf) provided
- Final Construction Plans -digital set (pdf) provided
- Project Manual

Task 3: Geotechnical Analysis

Kimley-Horn, through its subconsultant, will provide geotechnical testing services of subsurface conditions at the proposed pedestrian bridge location. The geotechnical analysis will identify the types of soils present and subsurface soil conditions. One bore will be performed to determine the soil conditions. The geotechnical engineer will recommend a pavement section to be relied upon in the design. A geotechnical study will be provided to the CITY for their records.

Task 4: Structural Engineering/Review

Kimley-Horn, through its subconsultant, will provide a recommendation and general bidding performance specifications for the structural foundations for the prefabricated pedestrian bridge. It is the intent that the contractor will be responsible for providing shop drawings for the final design of the pedestrian bridge.

Task 5: Bidding Phase Services

- A. ENGINEER will assist the CITY in bidding the project. This task includes assisting the CITY with advertising the project in the local newspapers or electronically through CivCast (fees to be paid by the CITY as a part of this Task), answering questions from the bidders during the bidding process, issuing addendums (when appropriate), attending the bid opening, preparing the bid tabulations, reviewing the qualifications/previous project experience provided by the apparent low bidder and provide a summary of bid/bidder evaluation to the CITY. This task includes bidding the project one time. Additional bidding will be considered Additional Services.

Meetings:

- Bid Opening
- Attending one (1) council meeting

Deliverables:

- Bid Tabulation
- Notice of Award Letter

Task 6: Construction Phase Services

This task includes ENGINEER performing limited Construction Phase Services for the project. This task may include the following subtasks. The budget for this task is based upon 50 hours of effort. Exceeding the 50 hours budgeted will be considered Additional Services.

- A. Pre-Construction Conference. ENGINEER will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Visits to Site and Observation of Construction. ENGINEER will provide on-site construction observation services during the construction phase. ENGINEER will make visits at intervals as directed by CITY in order to observe the progress of the Work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the Work.

- C. The purpose of ENGINEER's site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned in this Agreement to ENGINEER, and to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- D. Recommendations with Respect to Defective Work. ENGINEER will recommend to CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- E. Clarifications and Interpretations. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by CITY.
- F. Change Orders. ENGINEER may recommend Change Orders to CITY and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. Shop Drawings and Samples. ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- H. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- I. Inspections and Tests. ENGINEER may require special inspections or tests of Contractor's work as ENGINEER deems appropriate and may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.
- J. Disagreements between CITY and Contractor. ENGINEER will, if requested by CITY, render written decision on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- K. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CITY, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point

indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- L. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.
- M. Substantial Completion. ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of CITY, ENGINEER considers the Work substantially complete, ENGINEER will notify CITY and Contractor.
- N. Final Notice of Acceptability of the Work. ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.
- O. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- P. Prepare record drawings provided by the Contractor and the CITY to ENGINEER.

Schedule of Rates and Expenses

Refer to Schedule 1.

Schedule of Rates and Expenses

ENGINEER will perform the services in Tasks 1 – 5 for the lump sum fee below. Individual task amounts are informational only. ENGINEER may reallocate budgets as needed. All permitting, application, and similar project fees will be paid directly by the CITY, unless otherwise specified in the Scope.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task 1	Topographic Survey	\$ 20,000
Task 2	Preparation of Contract Documents	\$ 65,000
Task 3	Geotechnical Analysis	\$ 4,500
Task 4	Structural Design/Reviews	\$ 20,000
Task 5	Bidding Phase Services	\$ 5,000
		\$ 114,500

Kimley-Horn will perform the Services in Task 6 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 6	Construction Phase Services	\$ 10,000
Total Budgeted Fee		\$ 124,500

Labor fee will be billed on an hourly basis according to our then current rates. Kimley-Horn will not exceed the total labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage (this is included in the budgeted amounts above). Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$185 - \$260
Senior Professional II	\$250 - \$275
Professional	\$165 - \$215
Senior Technical Support	\$120 - \$200
Analyst	\$115 - \$185
Technical Support	\$75 - \$105
Support Staff	\$85 - \$125

Effective through June 30, 2021

Subject to periodic adjustment thereafter



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 12/1/2020

Number Ordinance O-20-2147

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for Alcoholic Beverage Sales for On-Premise Consumption on Lot 1, Block 3, Tara Village, located at 1101 Cheek-Sparger Road, Suite 110, Case ZC20-025

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

First Reading and Public Hearing

Jodie Sellers, of From Across the Pond, has submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for on-premise consumption at 1101 Cheek-Sparger Road, Suite 110. Alcoholic beverage sales for on-premise consumption are allowed in the CC-1 Village Retail district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned CC-1 and generally located on the south side of Cheek-Sparger Road, east of Bedford Road within the Tara Village development. The subject property is a platted lot and currently developed with a multi-tenant commercial building. Suite 110, the proposed location of the restaurant, was previously occupied by a restaurant.

Proposed Special Use Permit:

Request – The applicant is requesting approval of an SUP to allow alcoholic beverage sales for on-premise consumption in conjunction with a new restaurant at this location. The applicant is requesting to sell and serve alcohol as part of the From Across the Pond menu. The applicant proposes the following hours of operation as a component of the SUP request:

Monday	Closed
Tuesday-Sunday	Multi-drop deliveries
Friday:	11:00 a.m. – 10:00 p.m.
Saturday:	7:00 a.m. – 10:00 p.m.
Sunday:	8:00 a.m. – 9:00 p.m.

Ordinance – There are four components of procedure that a business must complete to sell and serve alcohol for on-premises consumption in Colleyville: (1) a Special Use Permit (SUP) approval by the City Council for alcohol sales (on-premises consumption)

(2) submission of draft Texas Alcoholic Beverage Commission (TABC) License paperwork to the City Secretary's Office for review and approval, (3) submission of completed TABC License paperwork to the TABC, (4) the issuance of an Alcoholic Beverage License through the City Secretary's Office.

- Section 3.25 of the Land Development Code states that an SUP is to "allow a use not normally allowed in a zoning district which could be of benefit in a particular case to the general welfare, provided adequate development standards, and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood." Language is typically added for SUPs to automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.
- Section 6-3 of the Code of Ordinances requires businesses that serve alcoholic beverages to be located at least 300 feet from a church, school, or public hospital. The distance is measured from property line to property line for schools, and from front door to front door along the street front property lines for churches and hospitals.
- Section 6-5 of the Code of Ordinances which states that the restaurant's alcohol sales must be incidental and secondary to the sale of food for human consumption (further clarified in the Code as non-alcohol and food sales must comprise at least 40 percent of gross receipts).

Analysis: The requested location is in compliance with the distance requirements of the Code of Ordinances, and the applicant is proposing to comply with the 40/60 incidental sales requirements as stated above. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Plat Status: The property is a platted property as Tara Block 1, Lot 3.

DRC Review: The DRC reviewed the request during their October 19, 2020 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the south are located in the City of Bedford and developed with single-family homes. The property to the north is zoned PUD-R Planned Unit Development - Residential and is improved with single-family homes. The property to the west is zoned CC-1 Village Retail and is improved with a day care center. The property to the east is zoned CN Neighborhood Commercial and is improved with office uses.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*,

identifies the subject property as “commercial” and located within a Sales Tax Preferred Intersection.

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

Staff Recommendation: Staff recommends approval of the Special Use Permit (SUP) to authorize the sale of alcoholic beverages for on-premises consumption for From Across the Pond at 1101 Cheek-Sparger Road, Suite 110. The proposed business should not adversely affect surrounding uses.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their November 9, 2020 meeting by a vote of 6-0.

Financial Impact

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

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Notification Map
6. Notification List
7. Property Owner Notification
8. Ordinance O-20-2147

Aerial Map



ZC20-025

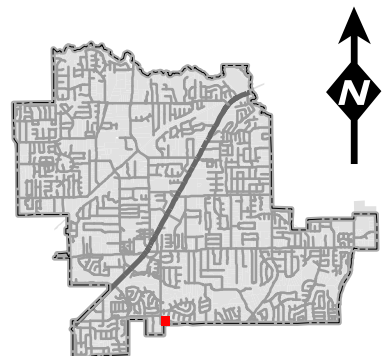
1101 Cheek Sparger Road, Suite 110

DISCLAIMER:

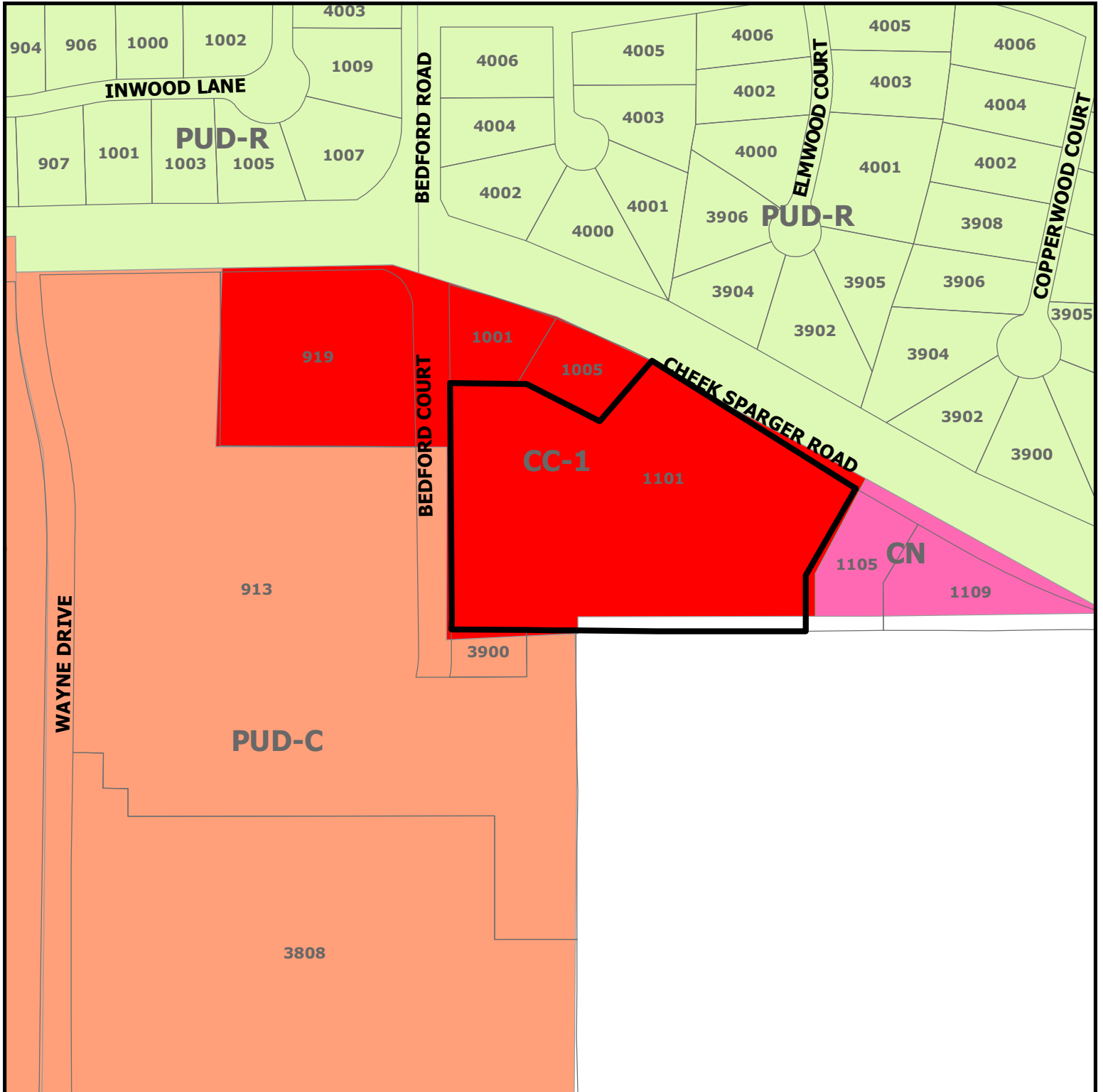
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



ZC20-025

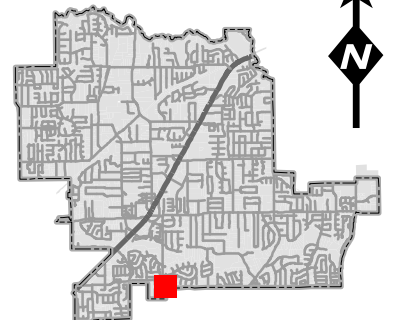
1101 Cheek Sparger Road, Suite 110

DISCLAIMER:

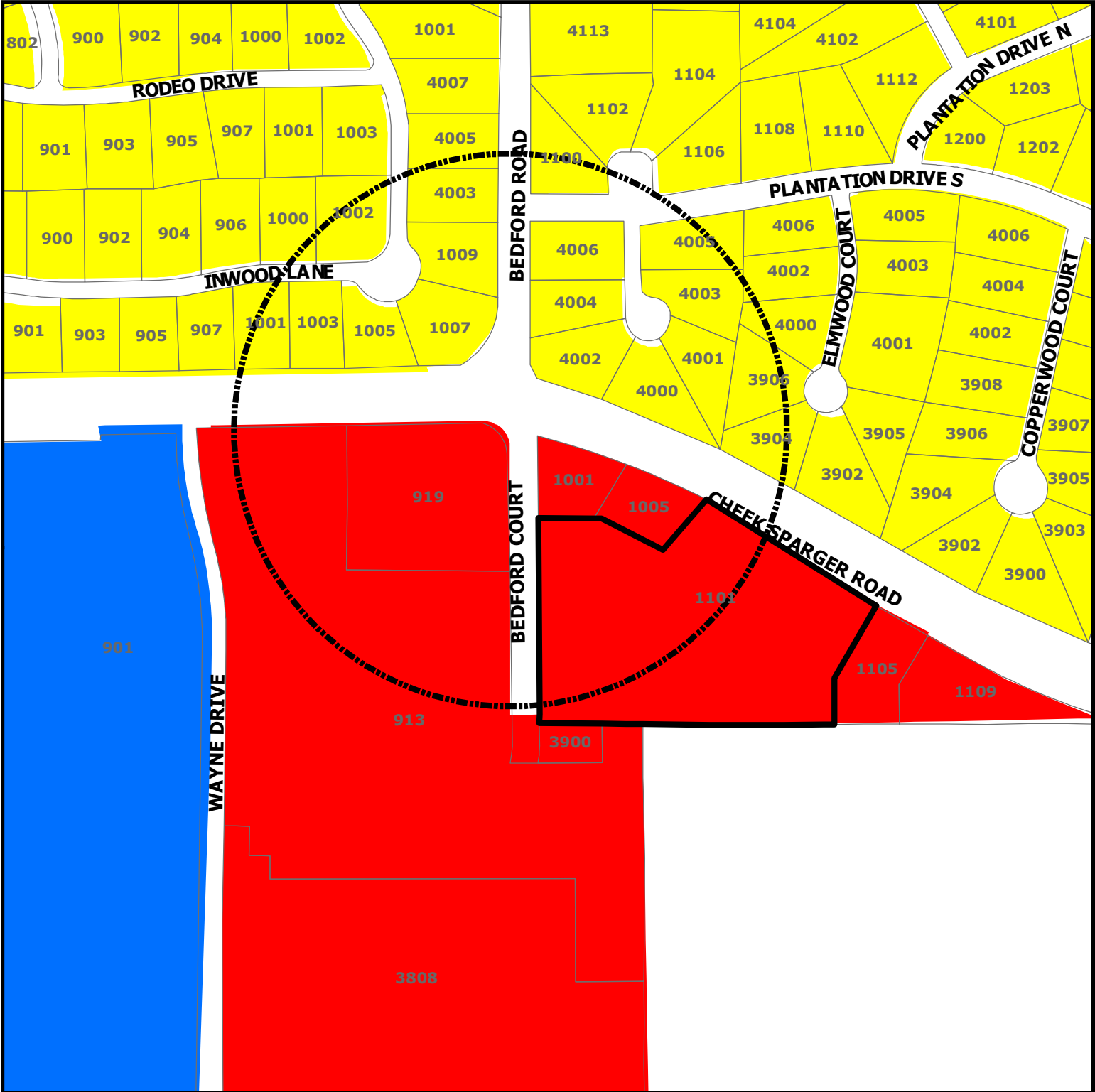
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Future Land Use Map

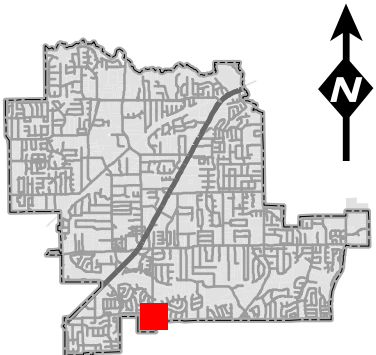


ZC20-025

1101 Cheek Sparger Road, Suite 110

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
- Sales Tax Preferred Intersection
- Residential
- Commercial
- Institutional



Statement of Planning Objectives

BUSINESS SUMMARY for SPECIAL USE PERMIT APPLICATION

BRITISH EATERIES LLC, DBA "FROM ACROSS THE POND"

We are delighted to be returning "From Across the Pond" to Colleyville, 7 ½ years after opening, after a successful spell in North Richland Hills. In addition, we are helping a struggling shopping area, Tara Village, taking on an empty unit, vacated by a failed business, "Hometown Café", and hoping to bring Non-Colleyville residents to spend their tax dollars in our great City.

"From Across the Pond" opened up on Colleyville Blvd, back in 2010. Unfortunately, due to issues with the subject property, and becoming licensed, we left our Colleyville home and moved to NRH, where we had initial success in our 3000 square foot home, before moving to the old Chili's building on Bedford Euless Rd , 6600 square feet, where we received fantastic TV and press coverage, culminating in being awarded First Prize for the Best Fish and Chips in Texas, finishing second in the national vote.

Unfortunately, in the new world / economy that COVID 19 has created, we modified our business model in February of this year, doing multi-drop deliveries of our sought after specialties and amazing GLUTEN-FREE dishes, and successfully stayed afloat and traded at a profit during closedown.

In the current climate, with mask ordinance and occupancy restrictions, we decided it was prudent to reduce our brick and mortar footprint, As such, we took on the following location on September 1st 2020

#110 1101 Cheeksparger Rd, Colleyville, TX, 76034

Bud Kennedy of Star Telegram fame, has already featured our new home in his "Eats Beats" article.

We are already Permitted, via TABC, and are looking to transfer our TABC permit to the new location, however, due to the property not having sold Alcohol previously, had to place a 60 Day notice at the premises, before being made aware that the Tara Village wasn't blanket zoned for alcohol sales, despite Anna's Mexican restaurant already receiving approval.

Our plan is to be fully licensed , transferring our current Mixed Beverage permit from our last location, BUT we will be concentrating on Take-out, deliveries, caterings and multi-drops, Monday through Thursday, and then, ADDITIONALLY, opening for dine-in customers all day Friday, Saturday and Sunday, including Breakfast, Brunch and Lunch at weekends.

We are not a "late-night" business, our alcohol sales normally only reflect around 15-18% of sales and we are family-oriented, focusing on made-from-scratch food. We are a true family favorite. Our last location closed at 10pm at latest (Friday and Saturday) and at 9pm Post-COVID restrictions

As an existing business, trading for over 11 years, we don't have a business plan, per se, nor projections for this current year, which would be sheer guesswork, but we hope to be taking \$40,000 - \$50,000 in sales revenue from the get go, and to growing that accordingly as the marketplace changes

Statement of Planning Objectives

Summary of Business model/ highlights:

- Business fully Closed on Mondays
- Open for Multi-drop deliveries to various cities in the Metroplex, Tuesday through Sunday. No in-house dining or activity planned INITIALLY for those days.
- Open for dine-in, Curbside pick-up, deliveries etc., Friday 11am until 10pm
- Open for Breakfast, Lunch and Dinner on Saturday, 7am until 10pm
- Open for Breakfast, Lunch and Dinner on Sundays, 8am until 9pm
- Popularly recognized as best Gluten-free menu in DFW, brings loyal and regular customers from significant distances
- Winner of Best in Texas, Fish n Chips, by Greene King Brewery 2017, 2nd placed in the USA
- Nearly 12,250 Active and invested Facebook followers waiting upon our opening

Objectives

- To offer the people of Colleyville, particularly the Cheeksparger area, a quality, diverse product, providing significant options to a neglected dining demographic, those with Gluten free illnesses, ADHD, autism, diabetes etc
- To create more local jobs
- To bring more Non-Colleyville residents from afar to spend their tax dollars
- To bring business, and a sense of community, to an ailing Shopping center

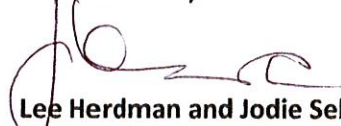
Opportunities to grow the business:

- Offering for Exclusive access, Monday through Thursday, to Corporations, Small Businesses, Network groups, Social groups, Sports teams and Dine-out groups
- Expand Patio area in Spring 2021 to create excellent Outside dining experience

We are so proud with what we achieved during the initial COVID-19 closedown, taking 150 meals to Parkland Hospital, feeding the ER and ICU nurses and Doctors at Medical city, and giving away upwards of \$3,000 of food to families in need, as good community restaurants and leaders should do in times of need or crisis. We look to do more of that with various methods and aims in the near future.

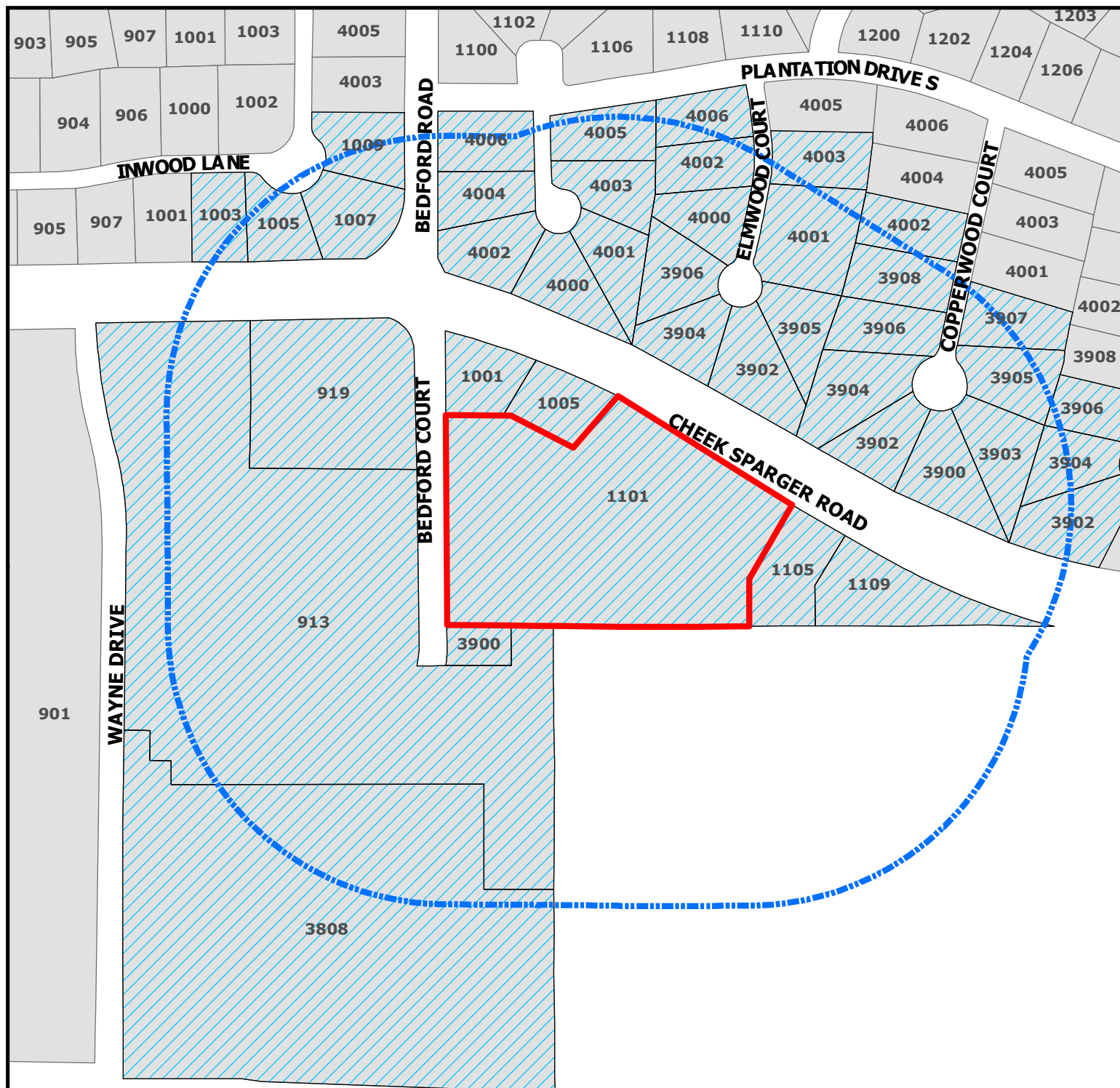
We are excited to look to partner again with a great City, committed to doing business

Yours sincerely



Lee Herdman and Jodie Sellers – Husband and Wife team
"From Across the Pond"

Notification Map



ZC20-025

1101 Cheek Sparger Road, Suite 110

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.



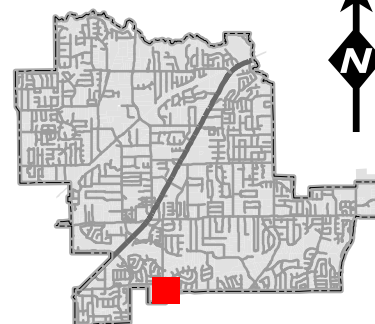
Subject Property



500ft Buffer



Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
PURSLEY, TEX	4000 ELMWOOD CT	COLLEYVILLE, TX	76034	4000 ELMWOOD CT
FOY, STEPHEN	1009 INWOOD LN	COLLEYVILLE, TX	76034	1009 INWOOD LN
CONATSER, JOSH R	3902 ELMWOOD CT	COLLEYVILLE, TX	76034	3902 ELMWOOD CT
MCDOWELL, CHS A	3902 COPPERWOOD CT	COLLEYVILLE, TX	76034	3902 COPPERWOOD CT
RINGO, CASEY K	3906 ELMWOOD CT	COLLEYVILLE, TX	76034	3906 ELMWOOD CT
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
DELANEY, JENNIFER	3902 BUTLER CT	COLLEYVILLE, TX	76034	3902 BUTLER CT
BAERG, HAL	3848 CAMPUS DR STE 112	NEWPORT BEACH, CA	92660	1005 CHEEK SPARGER RD
BENNETT, DEREK	3907 COPPERWOOD CT	COLLEYVILLE, TX	76034	3907 COPPERWOOD CT
FOREMAN, BARBARA R	4006 ELMWOOD CT	COLLEYVILLE, TX	76034	4006 ELMWOOD CT
ROJAS, JAMES	4005 PLANTATION CT	COLLEYVILLE, TX	76034	4005 PLANTATION CT
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
BORCHARDT, JOHN	4002 ELMWOOD CT	COLLEYVILLE, TX	76034	4002 ELMWOOD CT
RHEE, UN YOUNG	4002 COPPERWOOD CT	COLLEYVILLE, TX	76034	4002 COPPERWOOD CT
BARTON, LEO W	3900 COPPERWOOD CT	COLLEYVILLE, TX	76034	3900 COPPERWOOD CT
ABBOTT, RHONDA C	3904 BUTLER CT	COLLEYVILLE, TX	76034	3904 BUTLER CT
IOVINELLI, LUCI	4006 PLANTATION CT	COLLEYVILLE, TX	76034	4006 PLANTATION CT
MONTALVO, RODNEY L	3903 COPPERWOOD CT	COLLEYVILLE, TX	76034	3903 COPPERWOOD CT
WRIGHT, RYAN ALAN	3906 BUTLER CT	COLLEYVILLE, TX	76034	3906 BUTLER CT
PECHACEK, JOHN A	3905 COPPERWOOD CT	COLLEYVILLE, TX	76034	3905 COPPERWOOD CT
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
KENVIN, KEN M	3905 ELMWOOD CT	COLLEYVILLE, TX	76034	3905 ELMWOOD CT
BEALL DENTON PARTNERS LP	5712 COLLEYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	913 CHEEK SPARGER RD
TORRES, NOLBERTO	3904 COPPERWOOD CT	COLLEYVILLE, TX	76034	3904 COPPERWOOD CT
BEALL DENTON PARTNERS LP	5712 COLLEYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	3900 BEDFORD CT
CRAVER, PETE F	3908 COPPERWOOD CT	COLLEYVILLE, TX	76034	3908 COPPERWOOD CT
MYERS, DAVID W	7017 OAK HILLS CT	NORTH RICHLAND HILLS, TX	76180	1105 CHEEK SPARGER RD
BYNO, THOMAS J	3906 COPPERWOOD CT	COLLEYVILLE, TX	76034	3906 COPPERWOOD CT
CHATELAIN, GARY M	1007 INWOOD LN	COLLEYVILLE, TX	76034	1007 INWOOD LN
WHITE, JAY	4001 ELMWOOD CT	COLLEYVILLE, TX	76034	4001 ELMWOOD CT
TIRHI, GHALEB	4003 ELMWOOD CT	COLLEYVILLE, TX	76034	4003 ELMWOOD CT
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 IV LLC	902 CARNEGIE CENTER BLVD STE 5	PRINCETON, NJ	8540	919 CHEEK SPARGER RD
EDWARDS, SHERIDAN B	4003 PLANTATION CT	COLLEYVILLE, TX	76034	4003 PLANTATION CT
MYERS, DAVID W	7017 OAK HILLS CT	NORTH RICHLAND HILLS, TX	76180	1109 CHEEK SPARGER RD
TARA PLANTATION ADDITION	P.O. BOX 565	COLLEYVILLE, TX	76034	COURTESY NOTICE
SADDLEBROOK ADDITION	P.O. BOX 382	COLLEYVILLE, TX	76034	COURTESY NOTICE
HURST EULESS BEDFORD ISD	1849 CENTRAL DR	BEDFORD, TX	76022	STATE REQUIRED
SELLERS, JODIE	1101 CHEEK SPARGER RD, SUITE 110	COLLEYVILLE, TX	76034	APPLICANT

Public notices were mailed on October 23, 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, November 9, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, December 1, 2020 & Tuesday, December 15, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for Alcoholic Beverages for On-Premise Consumption. The purpose is to allow for the sale of alcohol at the proposed restaurant From Across the Pond.

Zoning Case: ZC20-025

Applicant: Jodie Sellers

Owner: Hal and Kathy Baerg

Location: 1101 Cheek Sparger Road, Suite 110

Property Description: Lot 3, Block 1, Tara Village

Present Zoning: CC-1 Village Retail

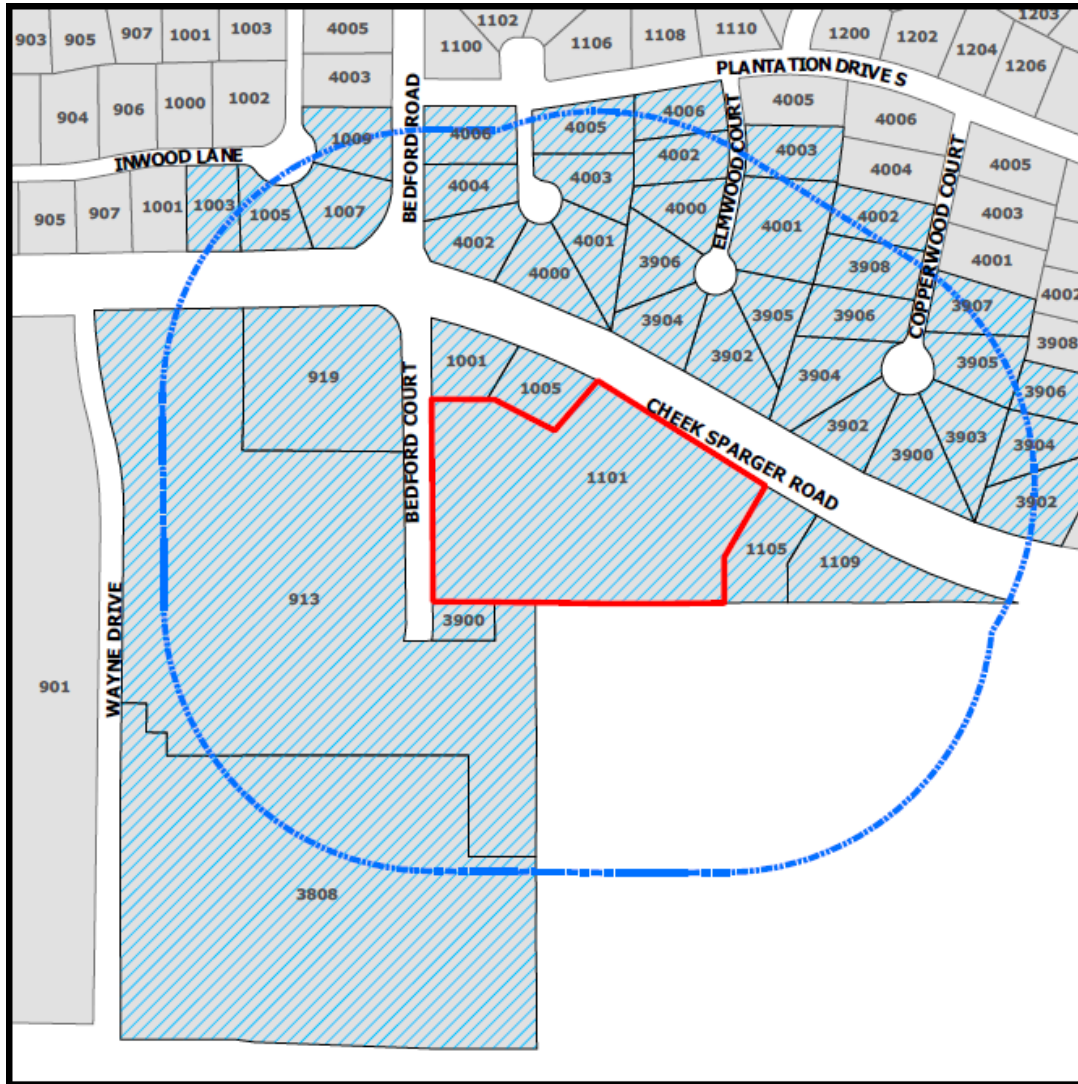
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

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

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.

NOTICE OF PUBLIC HEARING



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-20-2147

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 4.56 ACRES, BEING LOT 3, BLOCK 1, OF THE TARA VILLAGE SUBDIVISION, LOCATED AT 1101 CHEEK-SPARGER ROAD, SUITE 110, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION FOR THE BUSINESS KNOWN AS FROM ACROSS THE POND; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption for the business known as From Across the Pond, Case No. ZC20-025; 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 amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for the Sale of alcoholic Beverages for On-Premise Consumption on 4.52 acres, being Lot 3 Block 1, of the Tara Village Subdivision, located at 1110 Cheek-Sparger Road, Suite 110, for the business known as From

Across the Pond, as depicted on the attached as Exhibit "A".

Sec. 2. 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. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption by this Special Use Permit shall be called "From Across the Pond".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT 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 1st day of December 2020.

The second reading and public hearing being conducted on the 15th day of December

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF DECEMBER 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

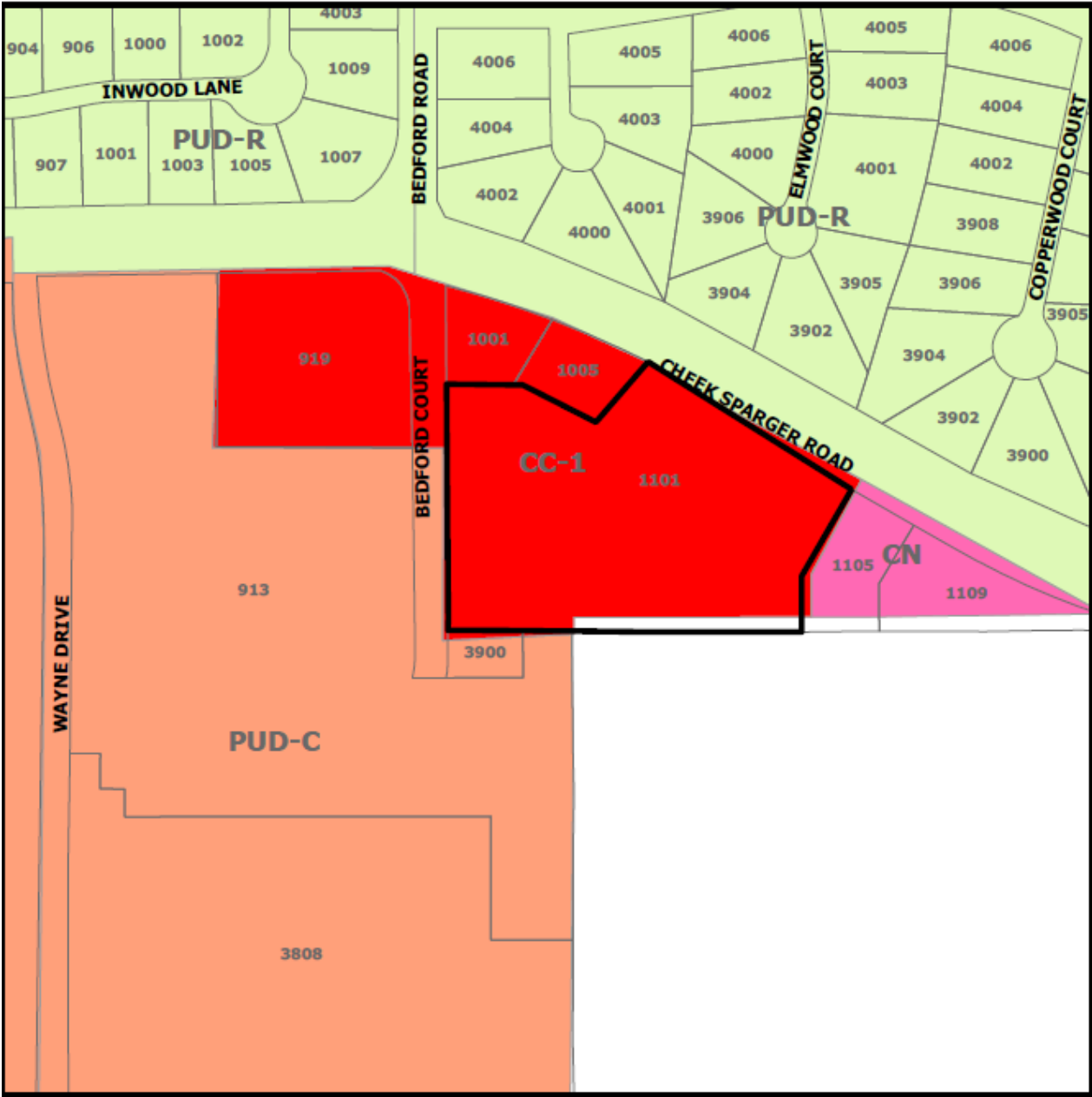
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map







City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 12/1/2020

Number Ordinance O-20-2148

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a dog grooming business on Lot 1R1, Block 1, Town Center Colleyville, located at 5615 Colleyville Boulevard, Suite 110, Case ZC20-026

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

First Reading and Public Hearing

Steven Harvey, the applicant, has submitted a request for a Special Use Permit (SUP) to allow for a dog grooming business at 5615 Colleyville Boulevard, Suite 110. The subject property is zoned CC-2 Shopping Center district. A Dog Grooming business is only allowed in commercial districts with the approval of an SUP.

Existing Conditions/Background: The subject property is currently known as Town Center Colleyville and is developed as a retail shopping center with commercial retail uses. The proposed use would be to operate a 2,826 s.f. dog grooming business.

Surrounding Development: The property to the north, south, east, and west are zoned CC-2 Shopping Center district and is improved with retail commercial uses within the Town Center development.

Proposed Business: Per the attached Statement of Planning Objectives, the proposed name of the business is "PetBar" and is a franchise business. The business will offer professional boutique grooming services with drop-off and pick-up services. The appointments are no longer than 90 minutes. All pets will remain within the store for their entire appointment. There will be no veterinary services performed, no outdoor kennels, no boarding services, no pet daycare services, and no pet walking. They will be installing sound mitigation to prevent disturbances to the neighboring businesses and are working with the landlord to place at least two pet waste stations around the property. The rooms on the floorplan labeled as "party room" will function as a short-term holding area where the dogs will be waiting for their services or to be picked up by their owners.

Ordinance – Chapter 3 (Land Use) of the Land Development Code identifies the

purpose of a Special Use Permit as:

"The purpose of a Special Use Permit is to allow a use not normally allowed in a zoning district, which could be of benefit in a particular case to the general welfare, provided adequate development standards and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood."

Analysis Existing and Proposed – The Special Use Permit request up for consideration is consistent with the land uses located on the subject property and the governing zoning district.

Plat Status: The property is platted as Lot 1, Block 1R1, Town Center Colleyville.

DRC Review: The DRC reviewed the request during their October 19, 2020 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Hours of Operation: According to the statement of planning objectives, the hours of operation of the business will be:

- 9:00 am to 6:00 pm Monday-Saturday
- Closed on Sundays

Parking: The Land Development Code does prescribe a specific number of parking spaces for the proposed land use of 1 per 300 s.f. Utilizing this ratio, 10 parking spaces will be required for the proposed business. Sufficient parking exists within the Town Center development for the proposed use.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development as part of the Colleyville Boulevard Corridor. The proposed SUP does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1000 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 correspondence has been received.

Staff Recommendation: Staff recommends approval of the Special Use Permit. The

proposed zoning change is generally consistent with the City's comprehensive plan. Additionally the request is consistent with the land uses located on the subject property and the governing zoning district.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their November 9, 2020 meeting by a vote of 6-0.

Financial Impact

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

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Floor Plan
7. Photos Provided by Applicant
8. Notifications Map
9. Notification List
10. Property Owner Notification
11. Ordinance O-20-2148

Aerial Map



ZC20-026

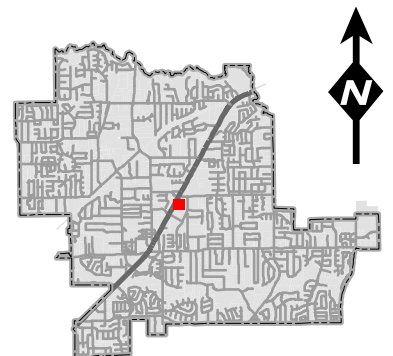
5615 Colleyville Blvd, Suite 110

DISCLAIMER:

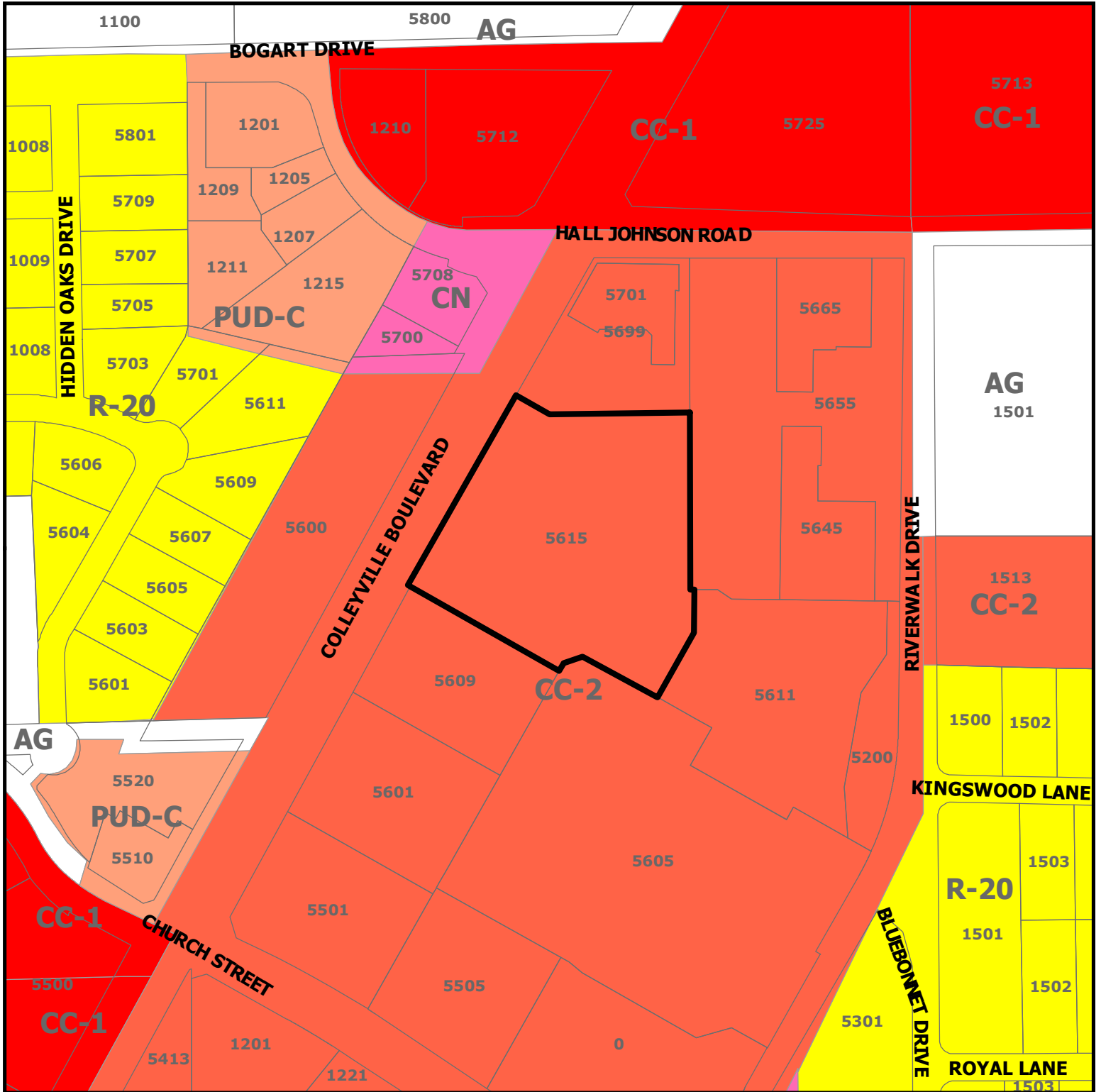
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map

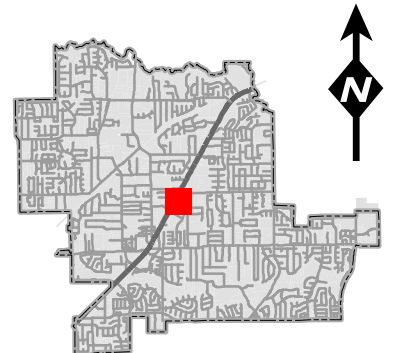


ZC20-026

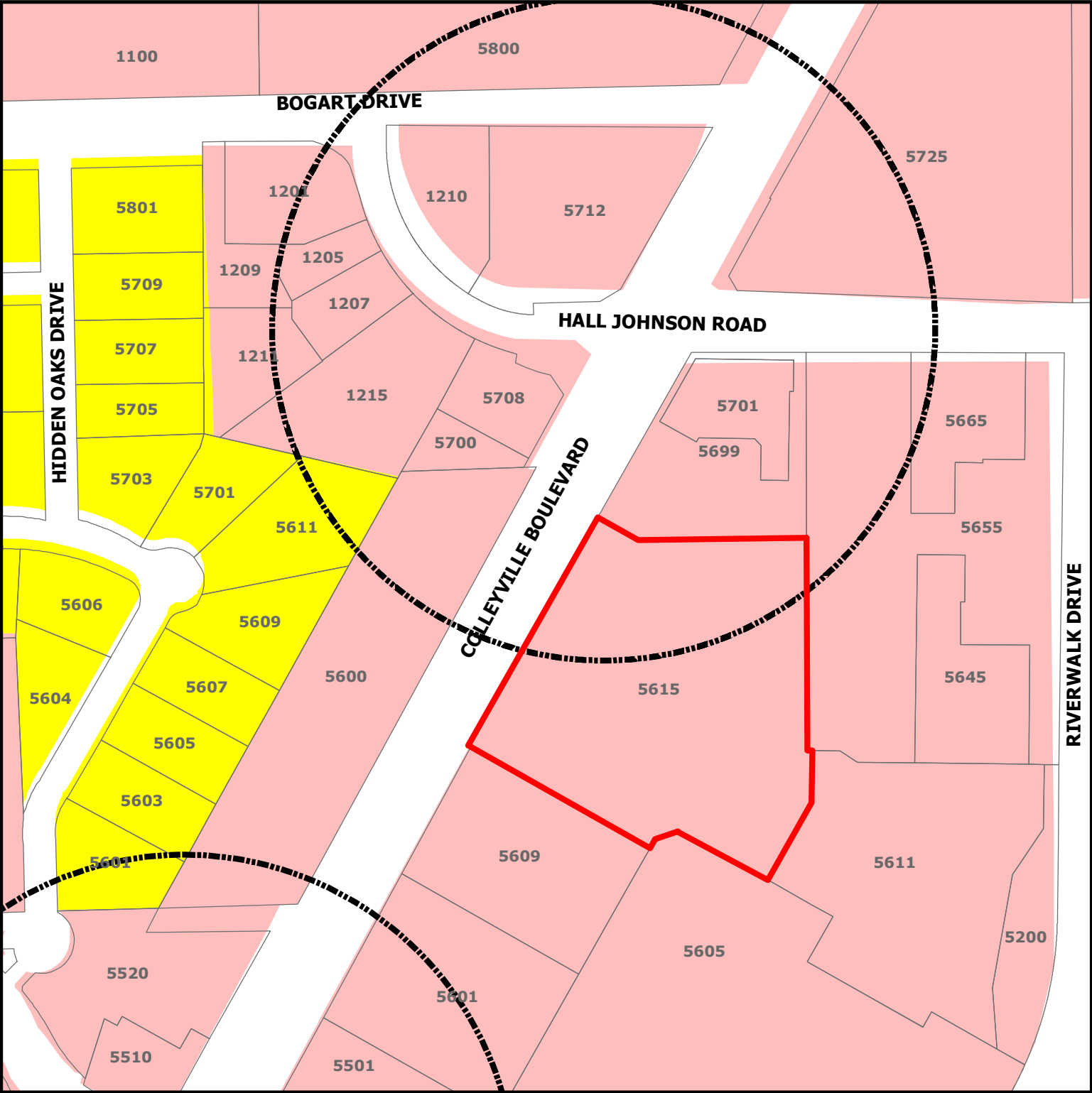
5615 Colleyville Blvd, Suite 110

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

 Subject Property



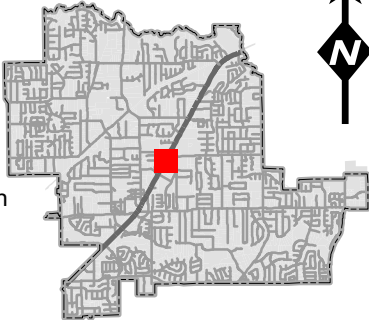
Future Land Use Map



ZC20-026

5615 Colleyville Blvd, Suite 110

-  Subject Property
-  Sales Tax Preferred Intersection
-  Residential
-  Colleyville Blvd Corridor



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.



Sterling Organization & The Silver Sailor Corporation (dba PetBar)

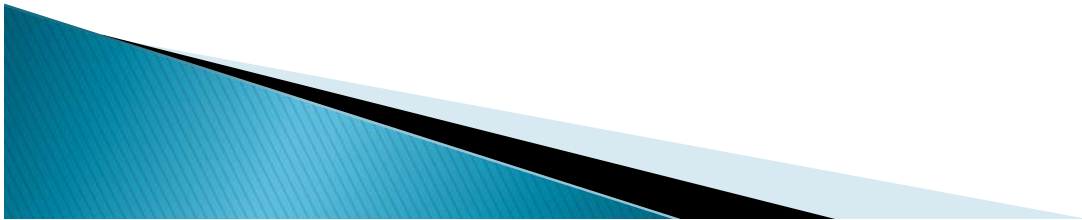
Colleyville Town Center Request for Zoning SUP

Statement of Planning Objectives

Executive Summary

The Colleyville Town Center Shopping Center currently allows per zoning ordinance, the development of a “Pet Grooming” business pending the approval of a “Special Use Permit” by the City of Colleyville. The Silver Sailor Corporation (dba PetBar) is requesting the approval of a Special Use Permit. This presentation details the benefits to the citizens of Colleyville from adding this upscale boutique business in addition to drawing increased tax revenue from surrounding cities and towns.

- No Veterinary services will be performed
- No outdoor kennels or dog runs will be present
- No boarding services will be offered
- No pet daycare services will be offered
- No pet walking will be performed by PetBar staff
- Sound mitigation will be installed to prevent disturbances to neighboring businesses



Statement of Planning Objectives

PetBar Business Services

About PetBar – PetBar offers appointment only professional boutique pet grooming services with convenient drop off and pickup times, this significantly reduces parking challenges, self wash walk-ins are welcome anytime during store hours. As our appointments are no longer that 90 minutes, PetBar staff will not and do not walk our clients pets around the shopping center. All pets remain within our store for their entire appointment. If there is an in-store accident, it is immediately cleaned, sanitized and disposed of by our staff according to local ordinance and standards. We do not board or overnight and we provide no doggie daycare services. Our store hours are 9:00am – 6:00pm Mon–Sat and we are closed on Sundays. Our interior shared walls are built with state of the art noise mitigation systems to minimize disturbances to our valued neighbors.

PetBar will offer the following boutique level services to the Colleyville Community

- ▶ **Professional Grooming** – From simple to extravagant styles with our expert grooming staff
- ▶ **Full Service Wash** – Bath, dry and gentle brush out from our experienced staff
- ▶ **Self Service** – For the “do-it-yourselfers,” we offer a top of the line do it yourself bathing option
- ▶ **Retail** – We sell only the best local and high quality food and treats available
- ▶ **Pet Taxi Service** – For handicapped, homebound or physically restricted, extremely busy or less active pet owners, we offer peace of mind through our convenient Pet Taxi services. We will pick up their pet, bring them to one of our stores, groom and safely and promptly return their pets to them.

Our Promise

- ▶ Every community has its own unique identity. When a small business joins a community, it is important that it integrates into that identity, and that it does so by contributing to the local culture and is involved in its civic activities as well. This demonstrates a shared and vested interest to the people and increases the perception of the brand. The Silver Sailor Corporation will strive every day to deliver on the following community promise.
- ▶ *We will win and keep our communities trust by, creating local jobs, keeping money in local communities, boosting the economy of the local community, and taking active roles in local sponsorships, charities, events and donations.*



Statement of Planning Objectives

Development Schedule

- Upon approval of the SUP permits will be obtained followed by construction commencement (Approximately Dec 20)
- Build out of the site is estimated to take between 60–75 days barring any material issues.
- We anticipate the store opening in March 2021.

Economic Development Information

Project SQFT	2,826	
Sales Per SQFT	\$212.31–\$265.39	
Est Sales Per Year	\$600,000 – \$750,000	
Est ad valorem taxes	\$15,401.76	

Statement of Planning Objectives

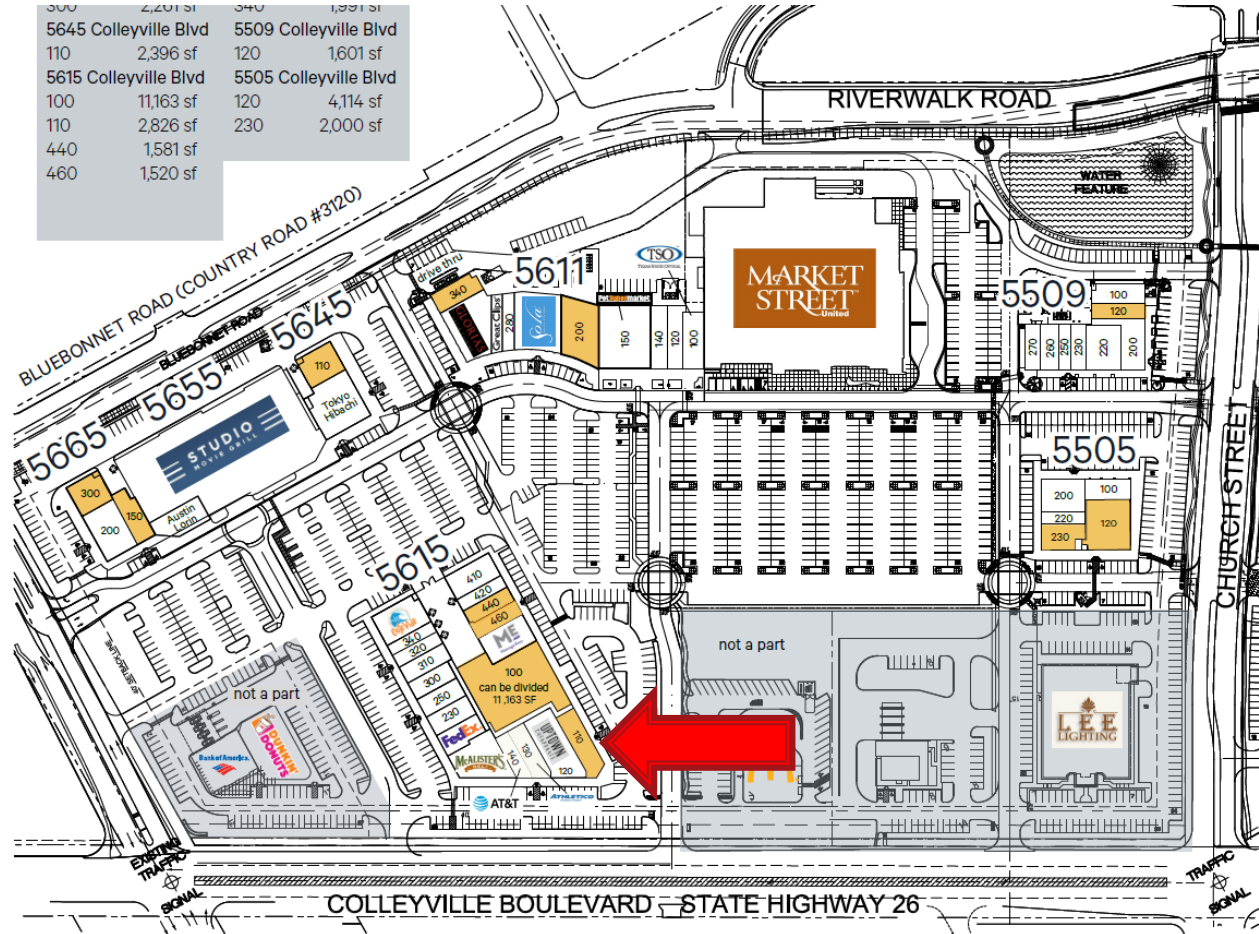
Colleyville, Texas, Land Development Code

Table 3.24.B- - Schedule of Permitted Principal Uses																	
Land Use Classification	Residential District									Non-Residential Districts						Special Land Use Standards	Parking Group
	AG	RE	R40	R30	R20	R15	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML		
Apparel and Accessory Stores												P	P	P		7	
Arts and Crafts Stores and Hobby Shops												P	P	P		7	
Bakery Stores												P	P	P		7	
Banks, Credit Unions and Financial Institutions											P	P	P	P		8	
Barber Shops and Beauty Shops											P	P	P	P		7	
Bicycle Shops												P	P	P		7	
Book, Stationary or Greeting Card Shops												P	P	P		7	
Camera or Music Stores												P	P	P		7	
Carnivals and Circuses												S	S			24	
CBD Store													S	S		7	
Cemeteries or Mausoleums										S	S	S	S	S	S	24	
Charitable Donation Station												S	S	S		24	
Civic, Social or Fraternal Organizations										S	S	P	P			7	
Convenience Stores with gasoline sales												S	S	S	S	7	
Copy Centers/Print Shops										S	S	P	P	P	P	7	
Dance Studios, Martial Arts Studios, and Cheerleading & Gymnastics Facilities											S	P	P	P	P	7	
Day Care Centers										S	S	S	S	S		11	
Department Stores												P	P	P		7	
Dog Boarding with indoor and/or outdoor kennels													S	S	S	8	
Dog Grooming													S	S	S	8	
Dry Cleaner Pick-up Stations											S	P	P	P		7	
Dry Cleaners (up to 5,000 s. f. w/on-site laundry)												P	P	P		7	
Equipment Rental and Leasing Stores														S	P	7	

Site Plan

Proposed Shopping Center Location

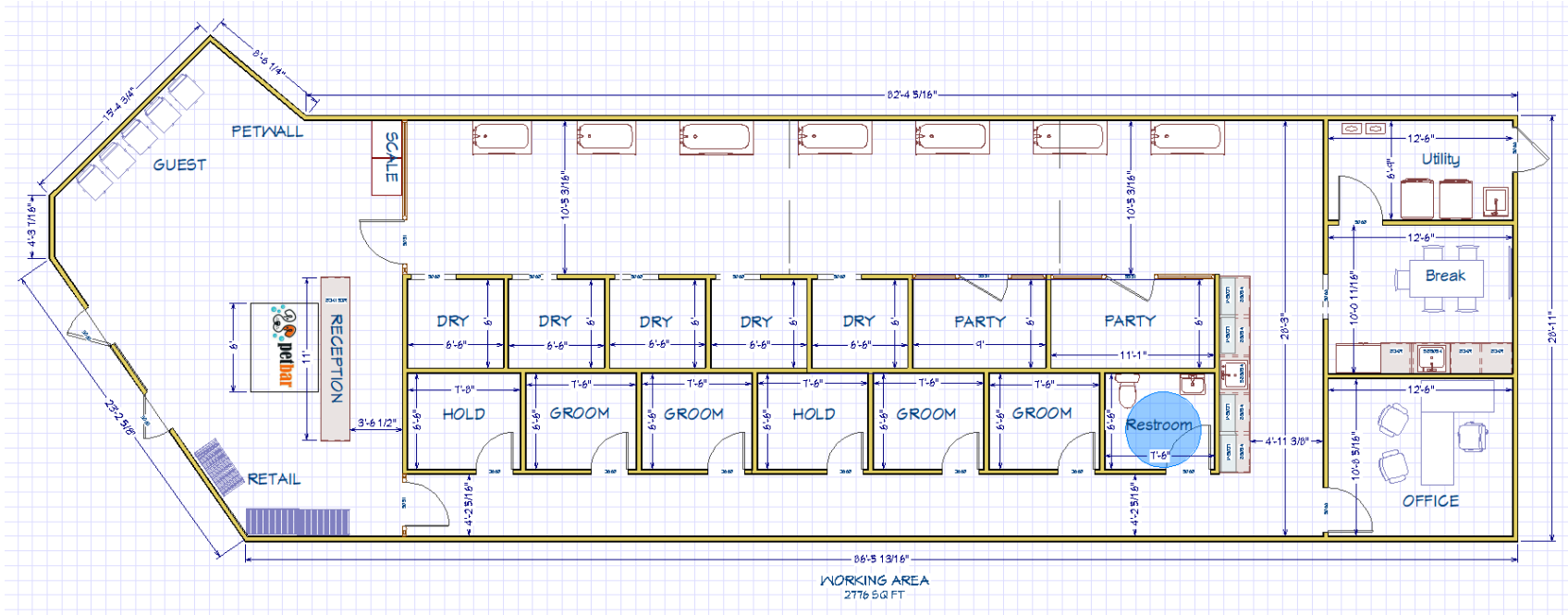
100	Austin Lorin	2,571 sf
5645	Colleyville Blvd	
100	Tokyo Samurai Hibachi	5,176 sf
5615	Colleyville Blvd	
120	Uptown Cheapskate	4,254 sf
130	Althetico	3,000 sf
200	McAlister's Deli	4,000 sf
210	FedEx Kinkos	1,960 sf
230	Bark Avenue	1,884 sf
250	Rooster's Men's Grooming	1,428 sf
300	Burgerim	2,100 sf
310	Red Brick Oven	1,800 sf
320	Haute Lash	1,022 sf
340	Muggle Shakes	1,425 sf
390	Costa Vida	3,200 sf
410	Loveria Caffè	2,501 sf
420	Nekter Juice Bar	1,304 sf
470	Massage Envy	3,000 sf
5505	Colleyville Blvd	
100	Luna Grill Mediterranean	2,443 sf
200	Castle Nail Spa	2,843 sf
220	Games Workshop	1,100 sf
5611	Colleyville Blvd	
100	Texas State Optical	2,403 sf
120	Rice Pot	2,000 sf
140	Azure Dental	2,000 sf
150	Pet Supermarket	6,601 sf
240	Sola Salon	6,990 sf
280	Heaven Nail Salon	1,361 sf
290	Great Clips	1,260 sf
300	Gloria's	4,736 sf
5509	Colleyville Blvd	
100	Cornerstone Health	2,000 sf
200	Townhouse Brunch	2,778 sf
220	Fred Astaire Dance	3,194 sf
230	Art Impressions	1,376 sf
250	AIB Salon	1,111 sf
260	Take 5 Birkenstock	1,600 sf
270	Kate's Patisserie & Tea	1,600 sf



TOWN CENTER COLLEYVILLE | SEC HWY 26 & HALL JOHNSON RD, COLLEYVILLE, TX 76034



PetBar Proposed Store Layout

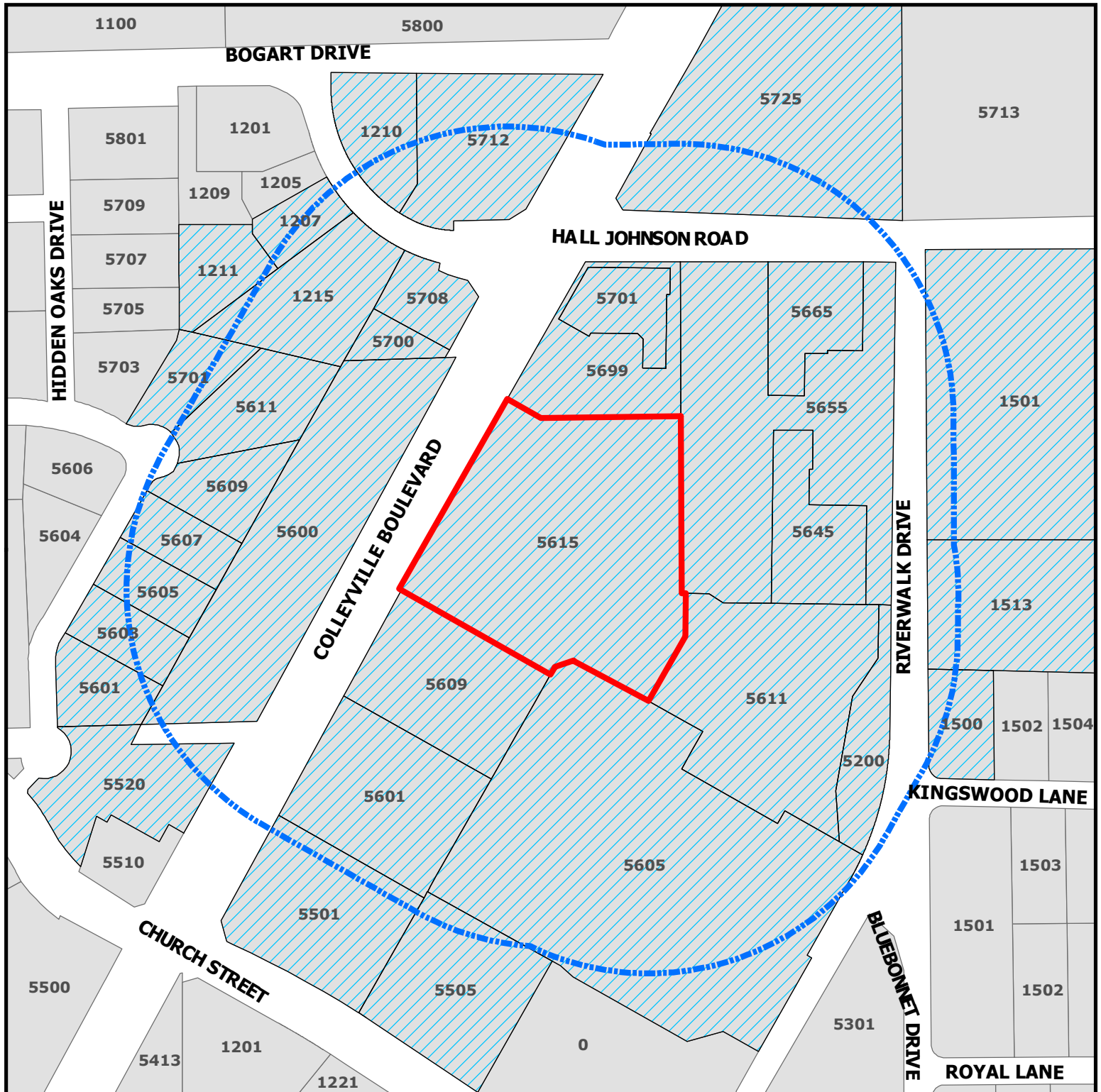


Photos Provided By Applicant

Sample of Store Bathing Area



Notification Map

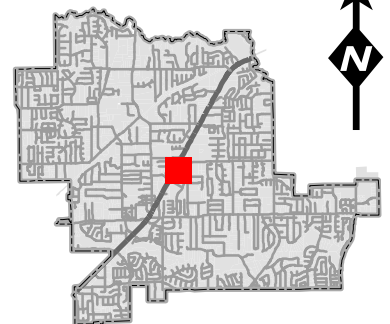


ZC20-026

5615 Colleyville Blvd, Suite 110

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
MATTON, ERVIN M	1500 KINGSWOOD LN	COLLEYVILLE, TX	76034	1500 KINGSWOOD LN
EAGLE-COLLEYVILLE TOWNE SQUARE	PO BOX 12670	DALLAS, TX	75225	5600 COLLEYVILLE BLVD
SVAP III TC COLLEYVILLE LLC	302 DATURA ST STE 100	WEST PALM BEACH, FL	33401	5645 BLUEBONNET DR
UNITED STATES POSTAL SERVICE	PO BOX 667160	DALLAS, TX	75266	1501 HALL JOHNSON RD
CHARLES & ROB LTD	8235 DOUGLAS AVE STE 815	DALLAS, TX	75225	5601 COLLEYVILLE BLVD
GALINDO, LORENA	5611 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5611 HIDDEN OAKS DR
ROB & CHARLES LTD	8235 DOUGLAS AVE STE 815	DALLAS, TX	75225	5701 COLLEYVILLE BLVD
CORGAN, KYLE D	5603 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5603 HIDDEN OAKS DR
LA SUSCRITA LLC	2106 E STATE HWY 114 STE 105	SOUTHLAKE, TX	76092	5700 COLLEYVILLE BLVD
SVAP III TC COLLEYVILLE LLC	302 DATURA ST STE 100	WEST PALM BEACH, FL	33401	5655 BLUEBONNET DR
CAVALIER INVESTMENT COMPANY IN	5829 N MESA ST	EL PASO, TX	79912	5501 COLLEYVILLE BLVD
BEALL LEGACY PARTNERS LP	5712 COLLYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	1210 HALL JOHNSON RD
SVAP III TC COLLEYVILLE LLC	302 DATURA ST STE 100	WEST PALM BEACH, FL	33401	5665 BLUEBONNET DR
ADRASTOS LLC	1500 OAK LN	SOUTHLAKE, TX	76092	1211 HALL JOHNSON RD
BLUEBONNET HILLS MEMORIAL PK	PO BOX 130548	HOUSTON, TX	77219	5725 COLLEYVILLE BLVD
LEACH, TERRY	5605 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5605 HIDDEN OAKS DR
HJ ROAD 26 LTD	PO BOX 1703	COLLEYVILLE, TX	76034	5609 COLLEYVILLE BLVD
BOTTOM FAMILY TRUST	1401 FOUNTAINGROVE PKWY # M117	SANTA ROSA, CA	95403	5520 COLLEYVILLE BLVD
SVAP III TC COLLEYVILLE LLC	302 DATURA ST STE 100	WEST PALM BEACH, FL	33401	5505 COLLEYVILLE BLVD
BAYOUPEAK INVESTMENTS LLC	7005 EDEN RD	NORTH RICHLAND HILLS, TX	76180	1207 HALL JOHNSON RD
VELOCIS COLLEYVILLE LP	3131 MCKINNEY AVE # 10	DALLAS, TX	75204	5605 COLLEYVILLE BLVD
G W J COMPANY	1100 FOUNTAIN PKWY	GRAND PRAIRIE, TX	75050	5708 COLLEYVILLE BLVD
RICHMOND, FREDRIC D	5607 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5607 HIDDEN OAKS DR
WAYPOINT MONTESSORI	1513 HALL JOHNSON RD	COLLEYVILLE, TX	76034	1513 HALL JOHNSON RD
CHIVAKULA, LAKSHMI	4104 CHARBRAY CT	CEDAR PARK, TX	78613	5601 HIDDEN OAKS DR
SVAP III TC COLLEYVILLE LLC	302 DATURA ST STE 100	WEST PALM BEACH, FL	33401	5611 COLLEYVILLE BLVD
ANTONETTI, ROBERT	5701 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5701 HIDDEN OAKS DR
TREMAINE, M W	5609 HIDDEN OAKS DR	COLLEYVILLE, TX	76034	5609 HIDDEN OAKS DR
JERI & HOLLY LTD	5329 MONTROSE DR	DALLAS, TX	75209	5699 COLLEYVILLE BLVD
VELOCIS COLLEYVILLE LP	3131 MCKINNEY AVE # 10	DALLAS, TX	75204	5200 RIVERWALK DR
SVAP III TC COLLEYVILLE LLC	302 DATURA ST STE 100	WEST PALM BEACH, FL	33401	5615 COLLEYVILLE BLVD
BEALL LEGACY PARTNERS LP	5712 COLLYVILLE BLVD STE 200	COLLEYVILLE, TX	76034	5712 COLLEYVILLE BLVD
G W J COMPANY	1100 FOUNTAIN PKWY	GRAND PRAIRIE, TX	75050	1215 HALL JOHNSON RD
HIDDEN OAKS ESTATES		COLLEYVILLE, TX	76034	COURTESY NOTICE
KINGSWOOD ESTATES-COLLEYVILLE	P.O. BOX 978	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
HARVEY, STEVEN	6805 STRUASS	COLLEYVILLE, TX	76034	APPLICANT



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, November 9, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, December 1, 2020 & Tuesday, December 15, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for Dog Grooming. The purpose is to allow for pet grooming services only at the proposed business PetBar.

Zoning Case: ZC20-026

Applicant: Steven Harvey

Owner: Greg Moross

Location: 5615 Colleyville Boulevard, Suite 110

Property Description: Lot 1R1, Block 1, Town Center Colleyville

Present Zoning: CC-2 Shopping Center

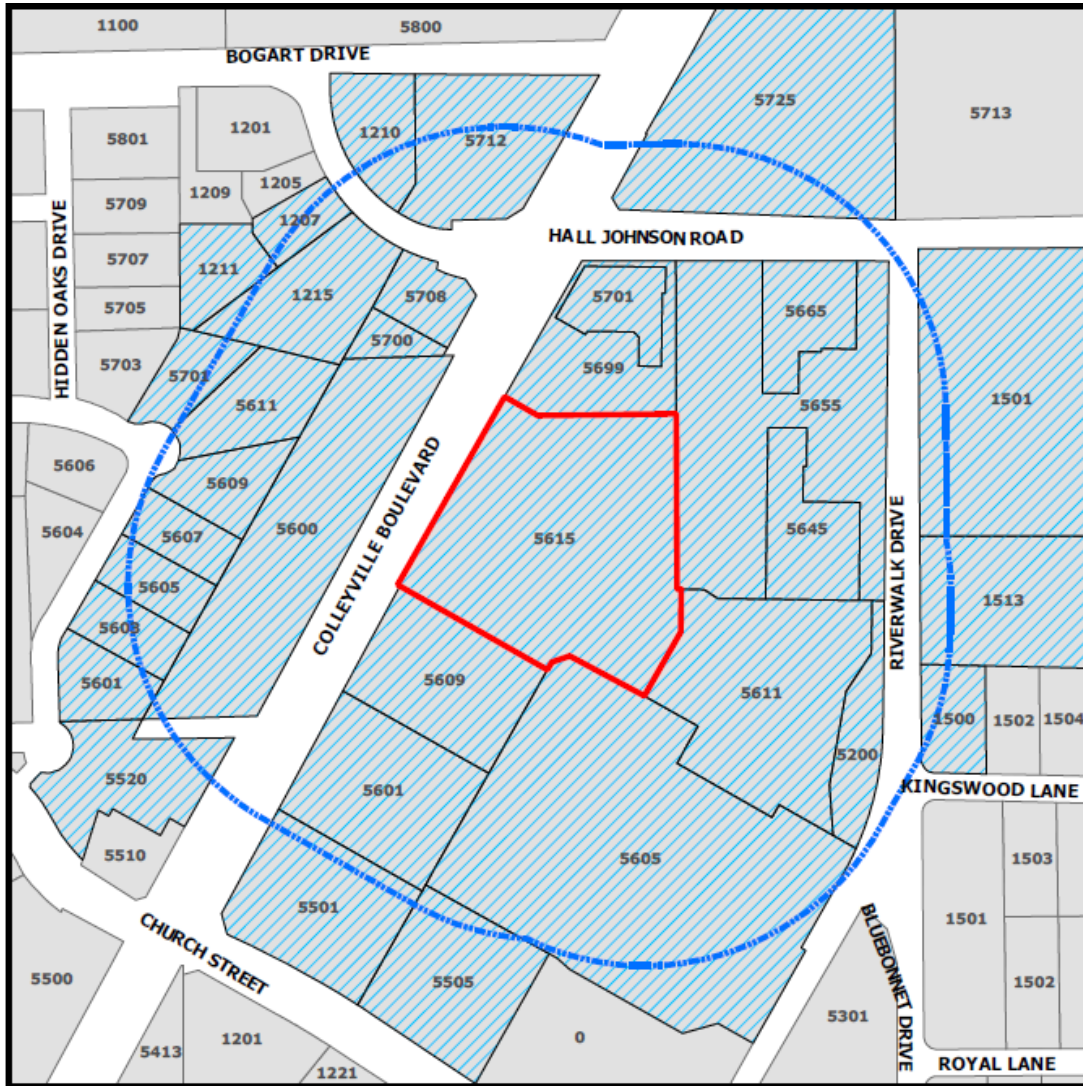
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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.

NOTICE OF PUBLIC HEARING



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-20-2148

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 4.52 ACRES, BEING LOT 1R1 BLOCK 1, TOWN CENTER COLLEYVILLE, LOCATED AT 5615 COLLEYVILLE BOULEVARD, SUITE 110, BY AUTHORIZING A SPECIAL USE PERMIT FOR DOG GROOMING FOR THE BUSINESS KNOWN AS PETBAR; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a pet grooming business Case No. ZC20-026; 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 amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

- Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for Dog Grooming on 4.52 acres, being Lot 1R1 Block 1, of the Town Center Colleyville, located at 5615 Colleyville Boulevard, Suite 110, for the business known as PetBar, as depicted on the attached as Exhibit "A".

Sec. 2. 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. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the pet grooming business only.
- b. The name of the business authorized for pet grooming by this Special Use Permit shall be called "PetBar".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT 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 1st day of December 2020.

The second reading and public hearing being conducted on the 15th day of December 2020.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF DECEMBER 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

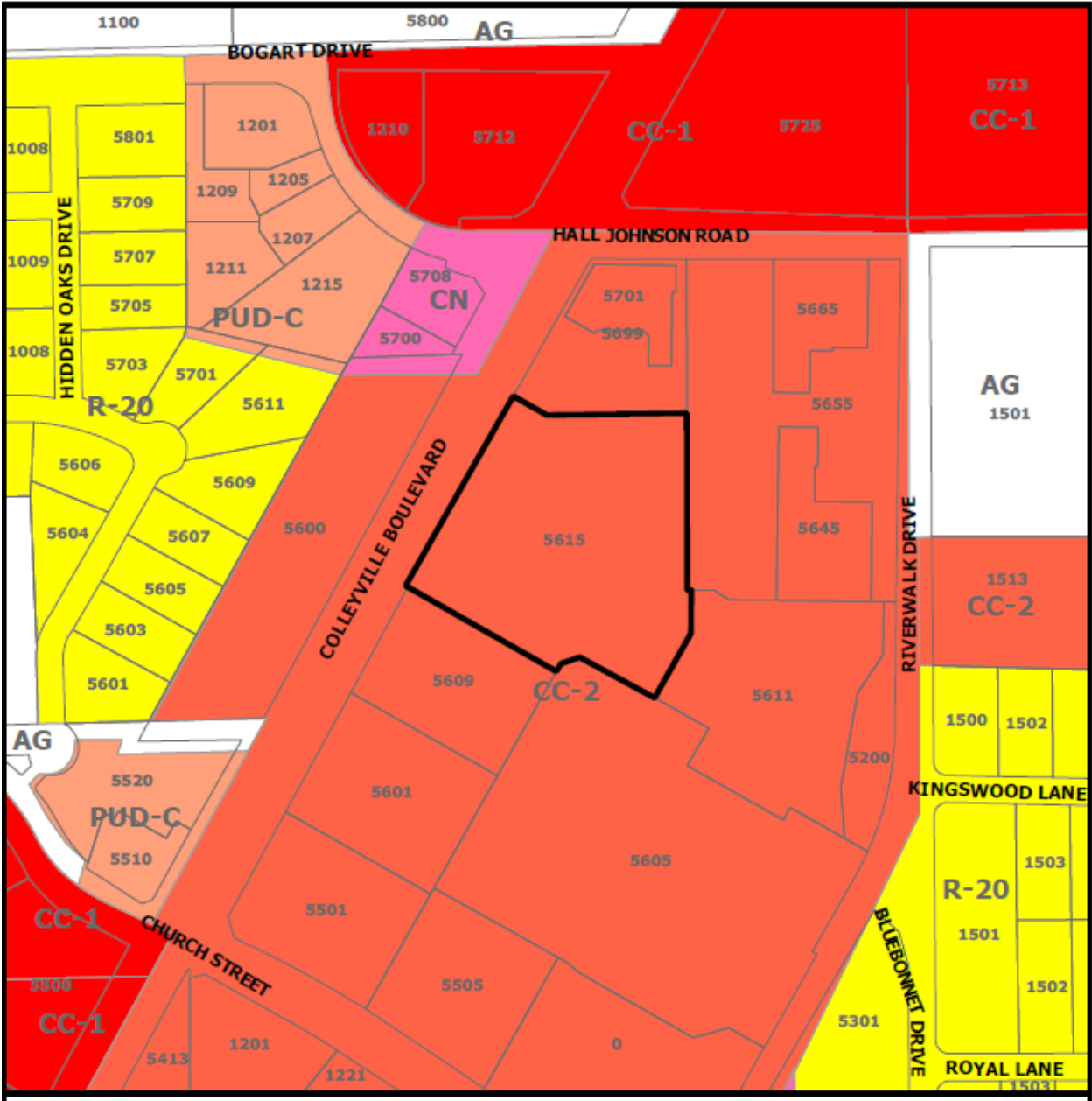
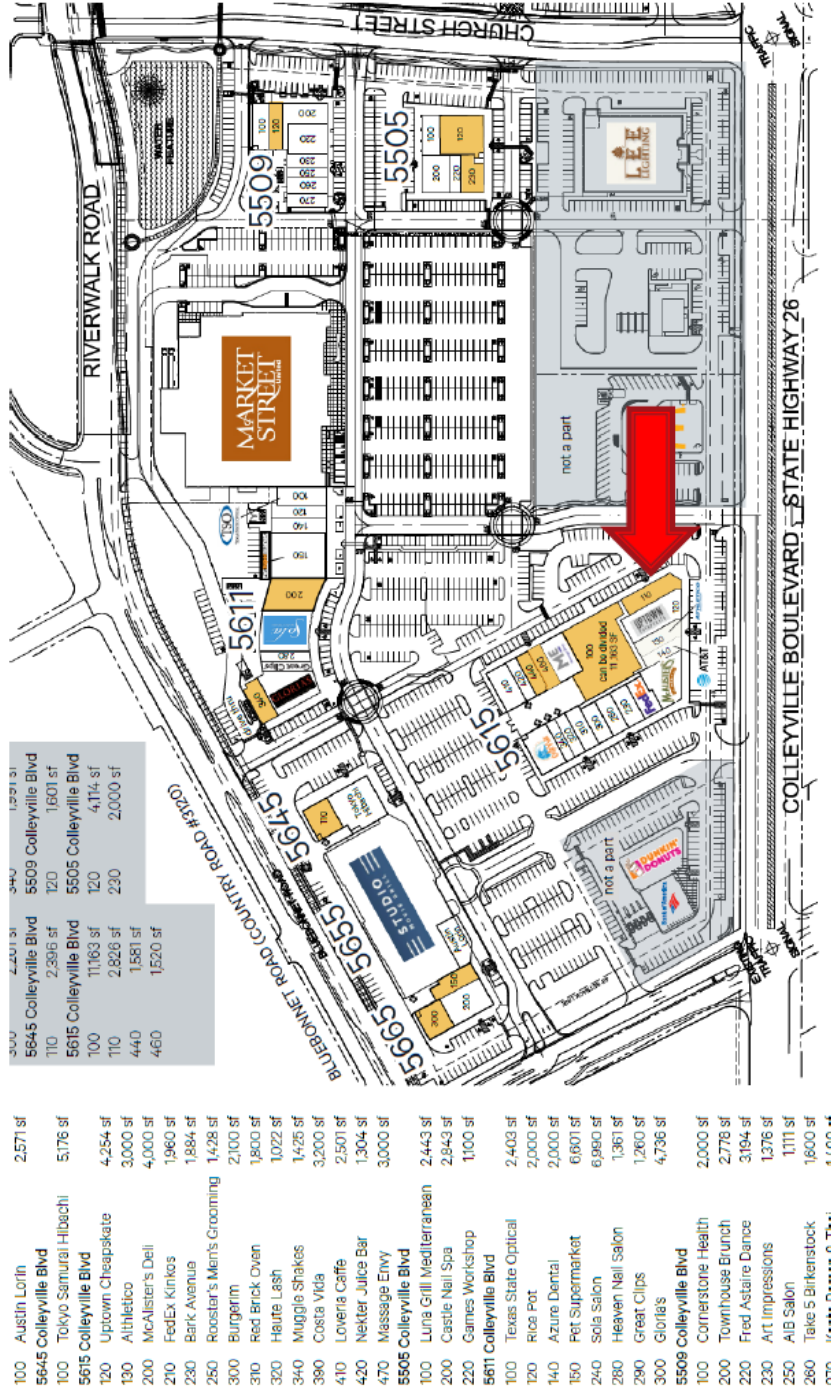
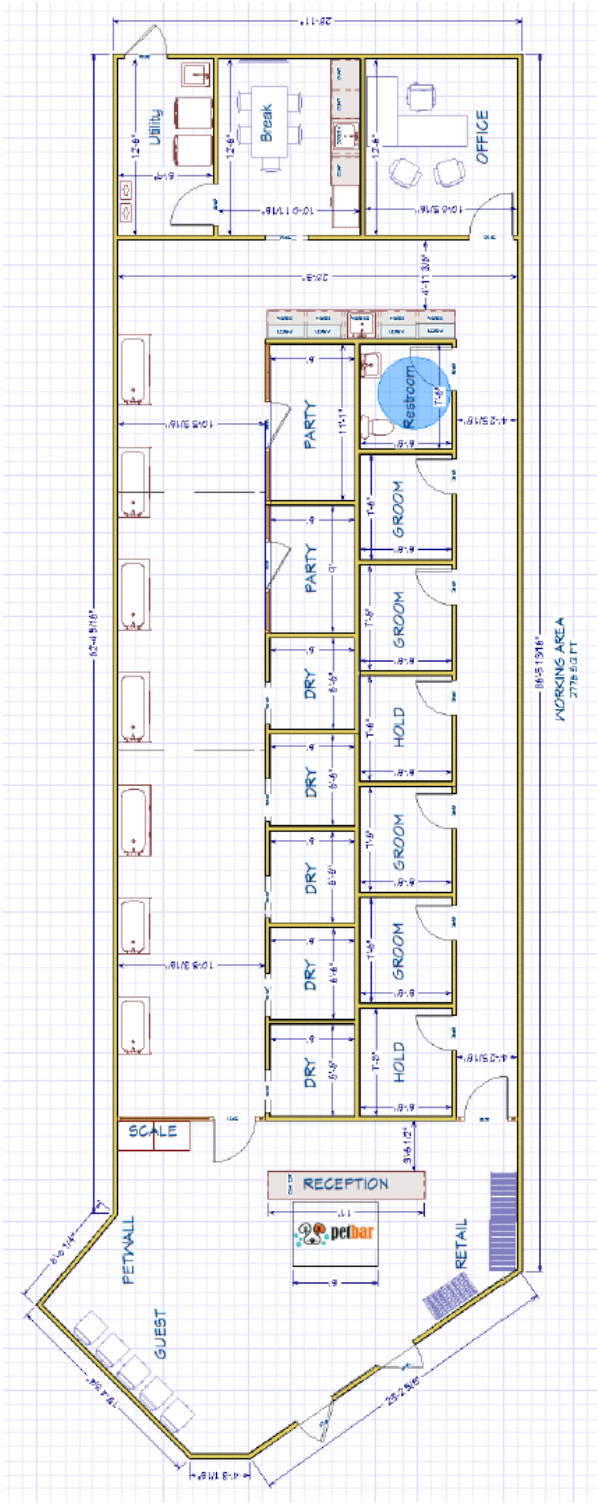


Exhibit "B" – Site Plan Exhibits

Proposed Shopping Center Location



PetBar Proposed Store Layout





City of Colleyville City Council Agenda Briefing

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

Agenda Number 6c

Agenda Date 12/1/2020

Number Ordinance O-20-2149

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from R-20 Single Family Residential district to the RE Single Family 'Estate' Residential district on Lot 1R, Block 1, Muzyka Addition, located at 4807 Patterson Lane, Case ZC20-028

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

First Reading and Public Hearing

Dean Wade, the applicant, has submitted a request for a zoning change on Lot 1R, Block 1, Muzyka Addition, being approximately 4.2 acres, and zoned R-20 Single-Family Residential district. The purpose is to rezone from the R-20 Single-Family residential district to the RE Single-Family 'Estate' Residential district to allow for mini-horses, horses, and donkeys on the property.

Existing Conditions/Background: The subject property, 4807 Patterson Lane, resides on the south side of Patterson Lane south of the intersection of Glade Road and Patterson Lane. The subject property has R-20 zoning and is currently developed with a single family home and a pool.

Proposed Zoning:

Request – The applicant requests to rezone the property from R-20 to RE zoning. The applicant desires to keep the existing home for now. The minimum standards for the RE zoning district are as follows:

Minimum Lot Size	80,000 square feet	184,868 s.f.
Minimum Lot Width	200 feet	136.68 feet
Minimum Lot Depth	300 feet	1,425.73 feet
Front Building Line	40 feet	
Side Building Line	25 feet	
Rear Building Line	40 feet	
Max. Lot Coverage	20%	
Max. Impervious Coverage	50%	

Analysis: The applicant is requesting the zoning change to allow for the ability to keep mini-horses, horses, and donkeys on the property. The RE Single-Family Estate

Residential district allows “by right” the ability to have these animals. The current size of the property does not comply with all the minimum standards of the RE Single-Family Estate Residential zoning. The lot width of the property falls below the minimum 200 feet with 137 feet and a waiver will be incorporated into the rezoning of the property.

Plat Status: The property is platted as Lot 1R, Block 1, Muzyka Addition. Additionally, the lot is considered a flag lot. The current regulation prohibits new flag lots. This is an existing lot configuration.

DRC Review: The DRC reviewed the request during their October 19, 2020 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north, east and west are zoned R-20 Single-Family Residential zoning. The properties to the south are zoned R-40 Single-Family Residential zoning. The surrounding lots have developed with single family residences.

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code. To date staff has not received any formal responses.

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

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their November 9, 2020 meeting by a vote of 6-0.

Financial Impact

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

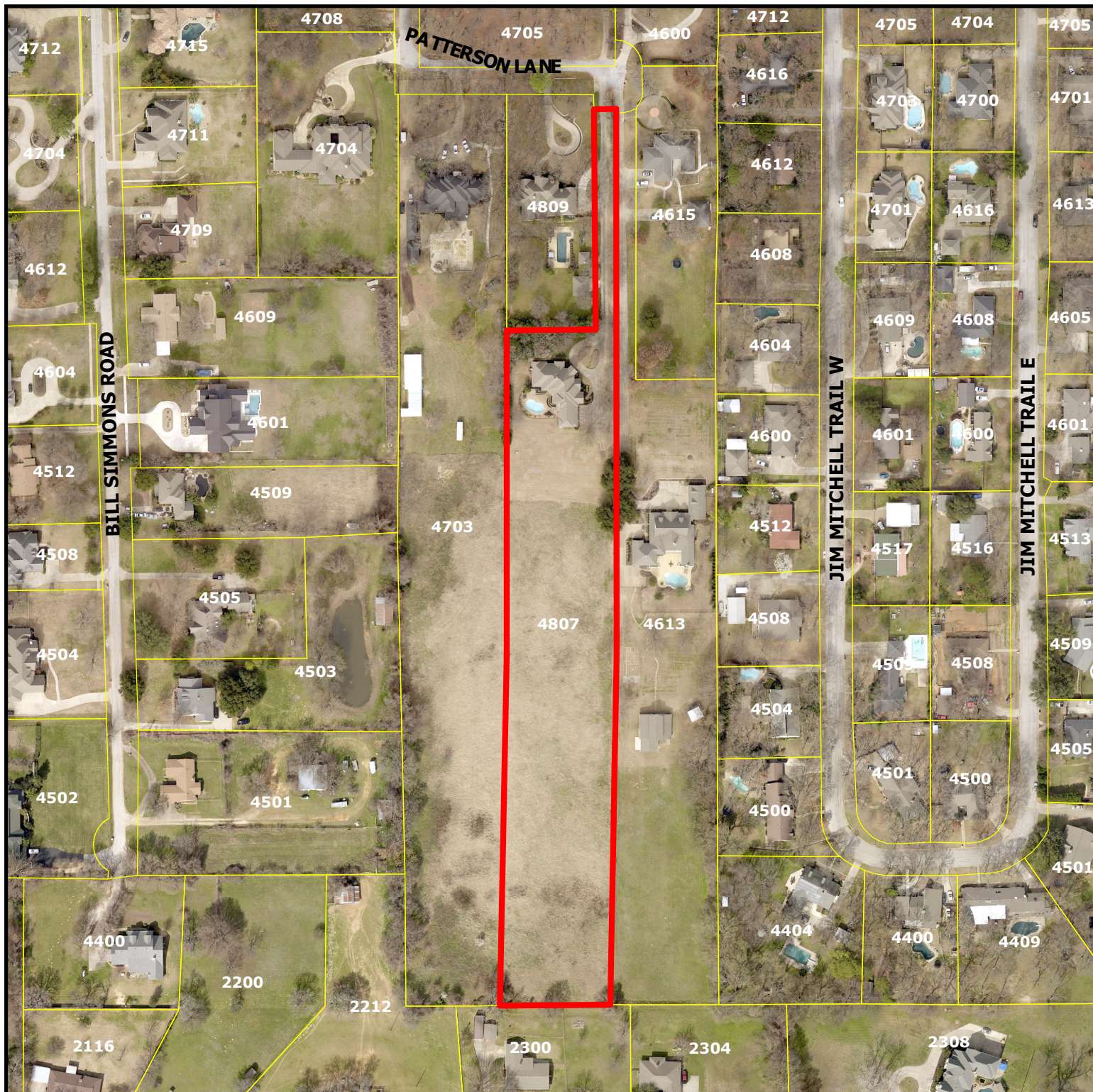
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Plat Exhibit
6. Zoning Exhibit
7. Notification Map
8. Notification List
9. Property Owner Notification
10. Ordinance O-20-2149

Aerial Map

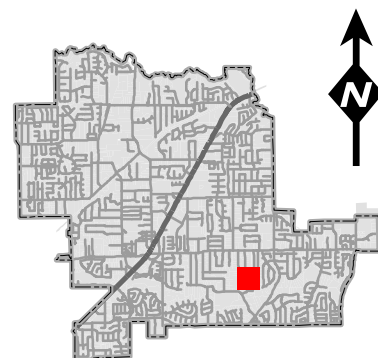


ZC20-028
4807 Patterson Lane

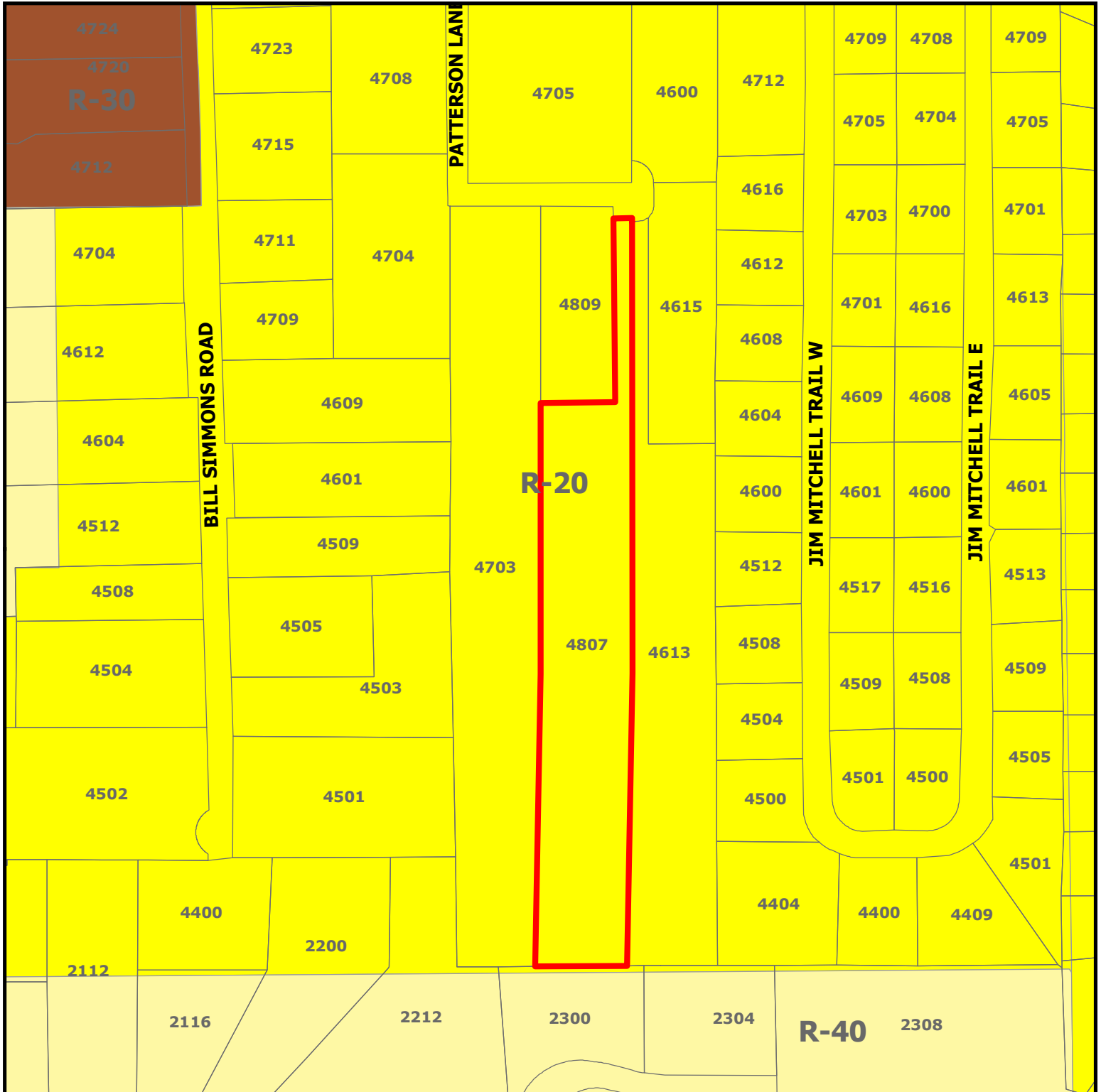
DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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



Subject Property



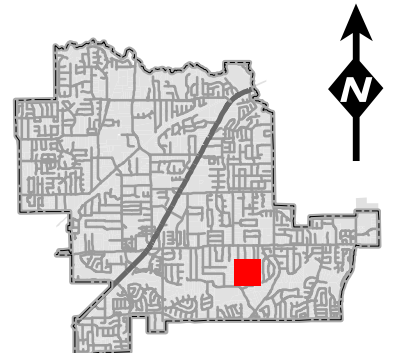
Zoning Map



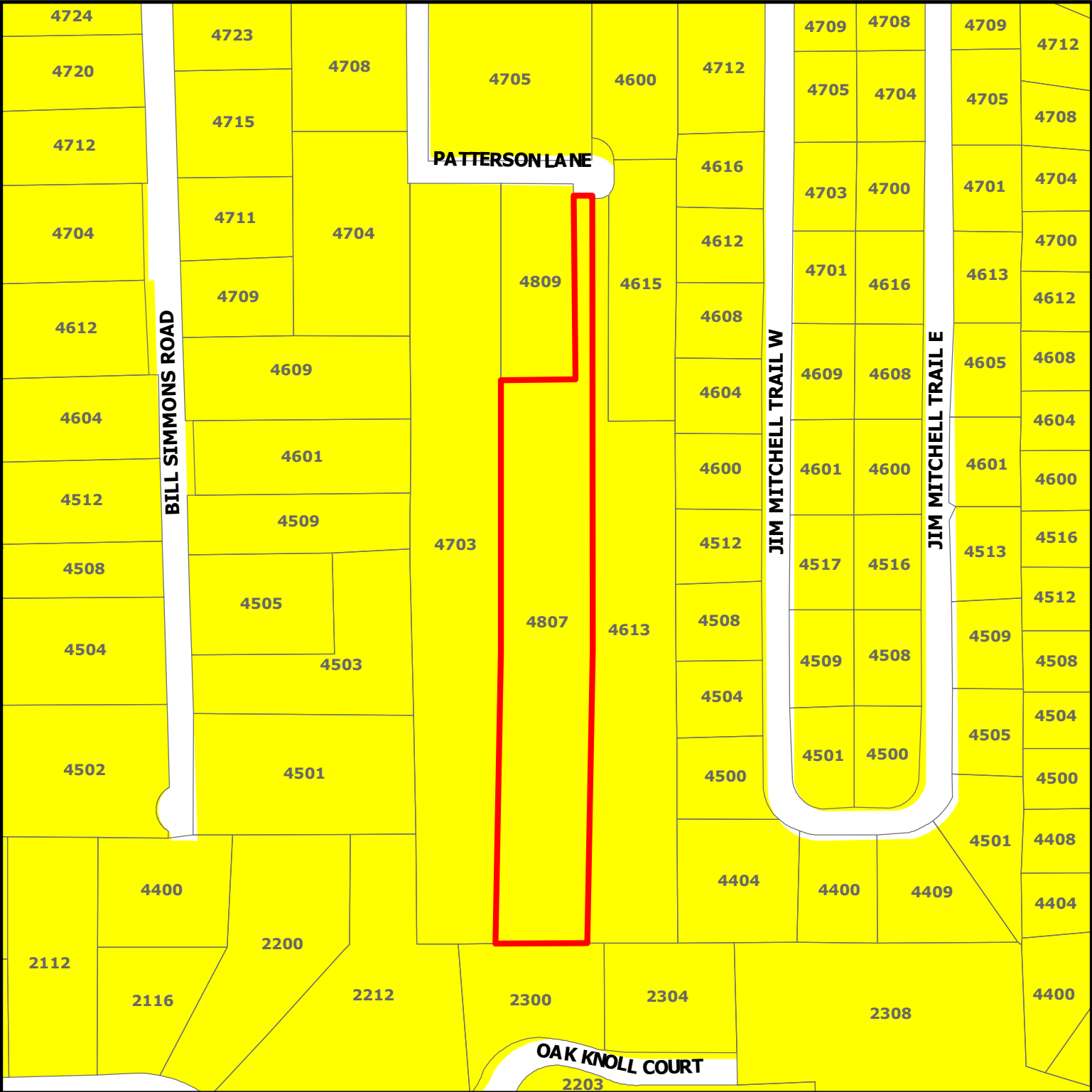
ZC20-028
4807 Patterson Lane

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

 Subject Property



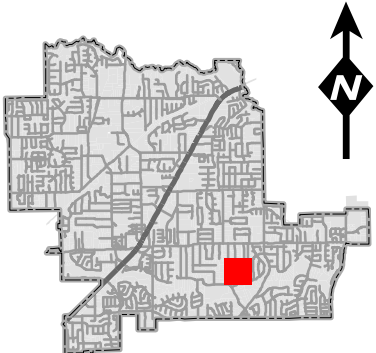
Future Land Use Map



DISCLAIMER:
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.

ZC20-028
4807 Patterson Lane

-  Subject Property
-  Residential



Statement of Planning Objectives

Araceli Botello

Subject: FW: Zoning change

-----Original Message-----

From: "DEAN WADE" < >

Sent: Saturday, October 10, 2020 4:15pm

To: "Pam Yoakum" < >, "Cari Neubauer" < >, "Terri Losack Wade" < >

Subject: Zoning change

October 10, 2020

Colleyville Zoning Committee

City of Colleyville

100 Main St

Colleyville, TX, 76034

Re: Zoning change for 4807 Patterson Lane

Committee members:

We are requesting a change in zoning for our property at 4807 Patterson Lane from R-20 to RE, Residential Estate.

The property is approximately 4.2 acres. We currently have about 3 acres fenced with non-obstructing 4-strand wire, tied into our neighbor's fence on the East.

We bought the property with the intent of rescuing mini-horses, as well as regular sized horses if the situation warrants. We would be getting these animals from a kill-pen near Kaufman. We would probably need to get a donkey, as well, to help protect the animals from the coyotes in our area.

With a zoning change, we would move ahead with building a barn, approximately 35 x 40 feet in size, to house and protect the animals. The barn would have both water and electricity. We plan on putting solar panels on the roof the barn.

Our property does not abut any public sidewalks or streets, so traffic would not be affected.

We bought the property in July 2019 under the premise that it was zoned for multiple horses. The ad for the property even had a picture of a horse. We would not have bought the property had it been marketed correctly given our desire to rescue mini-horses.

Therefore, we are requesting a zoning change for our property at 4807 Patterson Lane from R-20 to RE. This would fulfill our desire to put this land to better use rather than to let it remain unused.

Thank you for your time and consideration in this matter.

Terri and Dean Wade

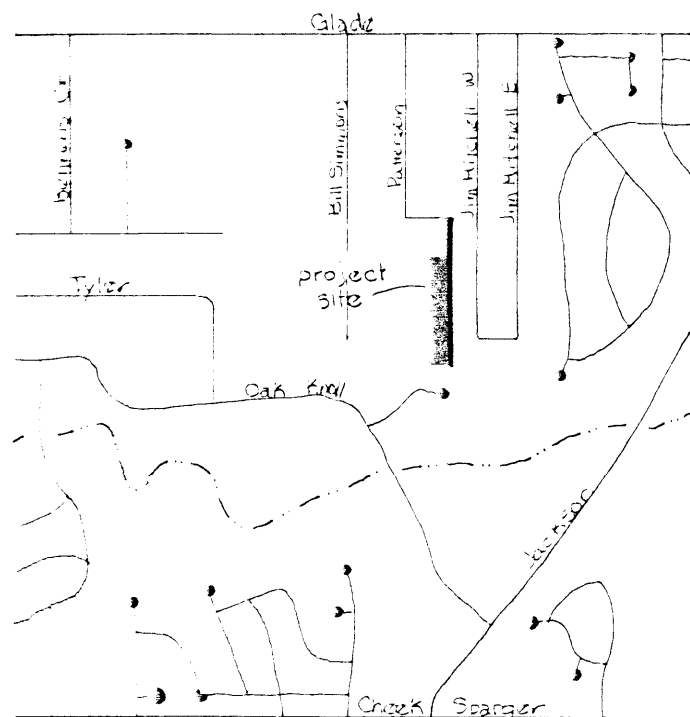
4807 Patterson Lane

Colleyville, TX. 76034

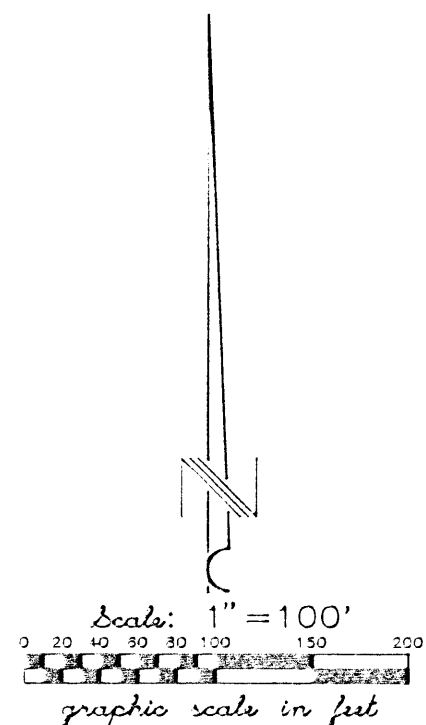
(817) 929-5630

(214) 507-9644

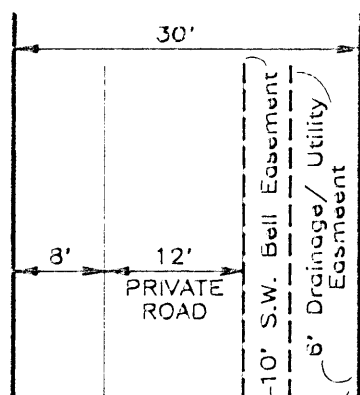
Plat Exhibit



Vicinity map

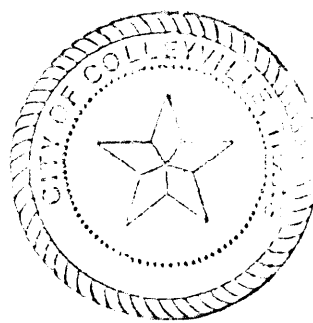


OWNERS: EDWARD A. FAIRCHILD
at ux SARAH R.
1407 Patterson Lane
Colleyville, Texas 76034
Hm 571-9430
AK 591-2131



DETAIL OF PRIVATE ROAD

1. Iron rods at all corners.
2. Lot 1R, Block 1 contains 4.244ac or 184,857 sq ft
3. Contour lines taken from City of Colleyville topography map.
4. A drainage waiver from the requirement of providing a detailed drainage study and plan for this property was requested and granted at the time of platting. However, the planning, layout and/or construction of any improvements on the property within the boundary of this plat should be preceded by a thorough review of the drainage patterns across the subject property. This drainage review should be for the purpose of insuring that proper and adequate provisions are provided for the conveyance of accumulated stormwater runoff on and through and off this tract of land.



APPROVED: JUNE 22, 1992

PLANNING AND ZONING COMMISSION
COLLEYVILLE, TARRANT COUNTY, TEXAS

BY: Tom McChale CHAIRMAN

BY: Jana McChale SECRETARY

APPROVED: JULY 21, 1992

CITY COUNCIL
COLLEYVILLE, TARRANT COUNTY, TEXAS

BY: Karl Heits MAYOR

BY: John Harris CITY SECRETARY

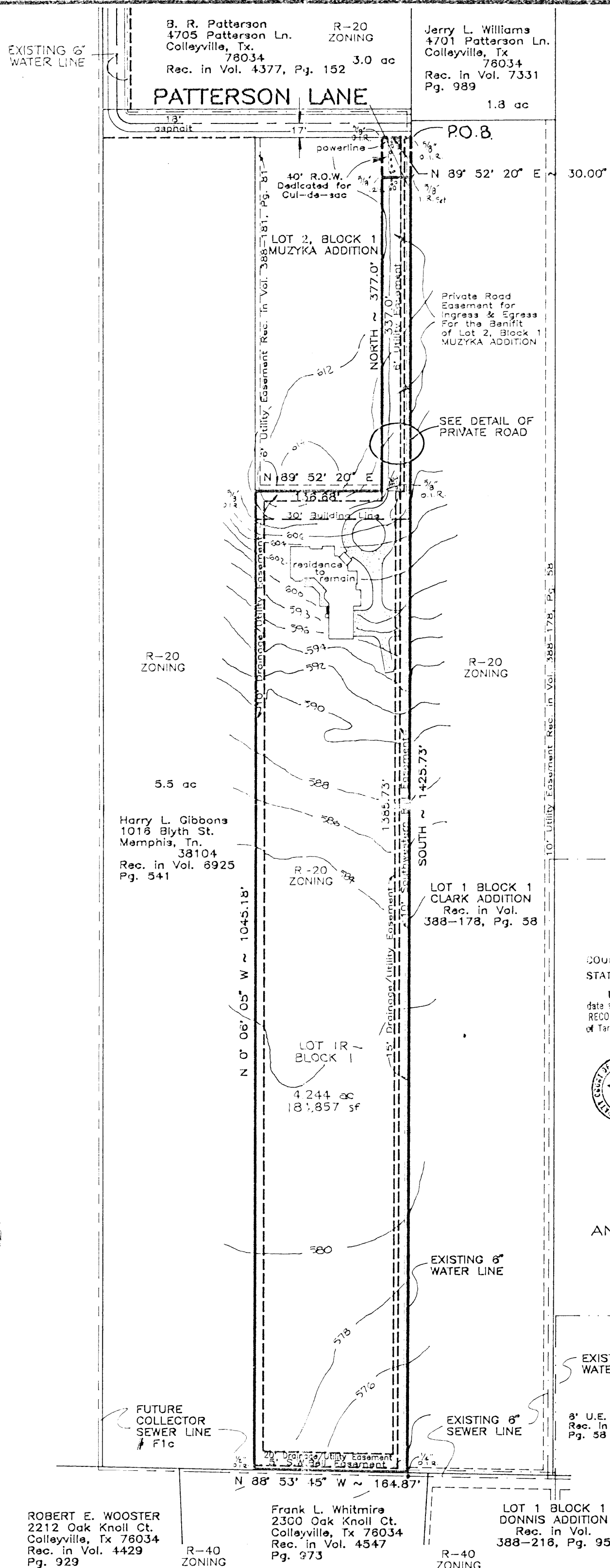
ROBERT E. WOOSTER
2212 Oak Knoll Ct.
Colleyville, Tx 76034
Rec. in Vol. 4429
Pg. 929

R-40
ZONING

Frank L. Whitmire
2300 Oak Knoll Ct.
Colleyville, Tx 76034
Rec. in Vol. 4547
Pg. 973

R-40
ZONING

LOT 1 BLOCK 1
DONNIS ADDITION
Rec. in Vol.
388-216, Pg. 95



THE STATE OF TEXAS
COUNTY OF TARRANT

Whereas we, EDWARD A. FAIRCHILD, et ux SARAH R. FAIRCHILD, being the owners of the following described property, to wit:

Being Lot 1, Block 1, MUZYKA ADDITION, an addition to the City of Colleyville, Tarrant County, Texas according to plat recorded on Page 81 of Volume 388-181 in the Tarrant County Plat Records and being more particularly described as follows:

BEGINNING AT AN IRON ROD AT THE Northeast corner of said Lot 1 and being in the South line of Patterson Lane;

THENCE South along the West line of Lot 1, Block 1, CLARK ADDITION, an addition to the City of Colleyville, Tarrant County, Texas according to plat recorded on Page 58 of Volume 388-178 in the Tarrant County Plat Records a distance of 1425.73 feet to an iron rod at the Southeast corner of said Lot 1;

THENCE N 88° 53' 45" W a distance of 164.87 feet to an iron rod at the Southwest corner of said Lot 1;

THENCE N 0° 06' 05" W a distance of 1045.13 feet to an iron rod at the Southwest corner of Lot 2, said Block 1, said MUZYKA ADDITION;

THENCE N 89° 52' 20" E a distance of 136.63 feet to an iron rod at an ell corner of said Lot 1;

THENCE North a distance of 377.0 feet to an iron rod and being in the South line of said Patterson Lane;

THENCE N 89° 52' 20" E along the South line of said Patterson Lane a distance of 30.0 feet to place of beginning, containing 4.244 acres or 184,857 square feet of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, EDWARD A. FAIRCHILD, et ux SARAH R. FAIRCHILD do hereby adopt this plat designating the hereinabove described real property as, Lot 1R, Block 1, MUZYKA ADDITION, an addition to the City of Colleyville, Tarrant County, Texas, being a replat of Lot 1, Block 1, said addition, and we do hereby dedicate to the public's use forever the utility easements shown thereon.

EXECUTED this the 20 day of July, 1992.

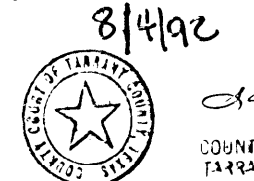
Edward A. Fairchild Sarah R. Fairchild
-EDWARD A. FAIRCHILD- -SARAH R. FAIRCHILD-

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD A. FAIRCHILD, et ux SARAH R. FAIRCHILD and known to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of July, 1992.

COUNTY OF TARRANT
STATE OF TEXAS

I hereby certify that this instrument was FILED on this date and at the time stamped herein by me and is duly RECORDED in the Volume and Page of the Plat Records of Tarrant County, Texas, as stamped herein by me.



8/4/92 9:45 AM
Jean Myers
COUNTY CLERK
TARRANT COUNTY, TEXAS

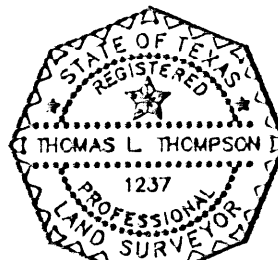
NO PROVISION HEREIN WHICH RESTRICTS THE SALE, RENT, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

REPLAT OF:
LOT 1R, BLOCK 1
MUZYKA ADDITION
AN ADDITION TO THE CITY COLLEYVILLE, TARRANT COUNTY, TEXAS
BEING A REPLAT OF LOT 1, BLOCK 1, MUZYKA ADDITION
AS PREVIOUSLY RECORDED IN VOLUME 388-181, PAGE 81
PLAT RECORDS, TARRANT COUNTY, TEXAS

This Plat is Filed in Cabinet B, Slide 655, Dated _____

I certify this to be a true and accurate representation of this property as determined by survey on the ground and all required monuments and markers actually exist or will be installed in accordance with the provisions of Chapter 9 of the Colleyville City Code and their location, size, and material are correctly shown on the plat.

Thomas L. Thompson



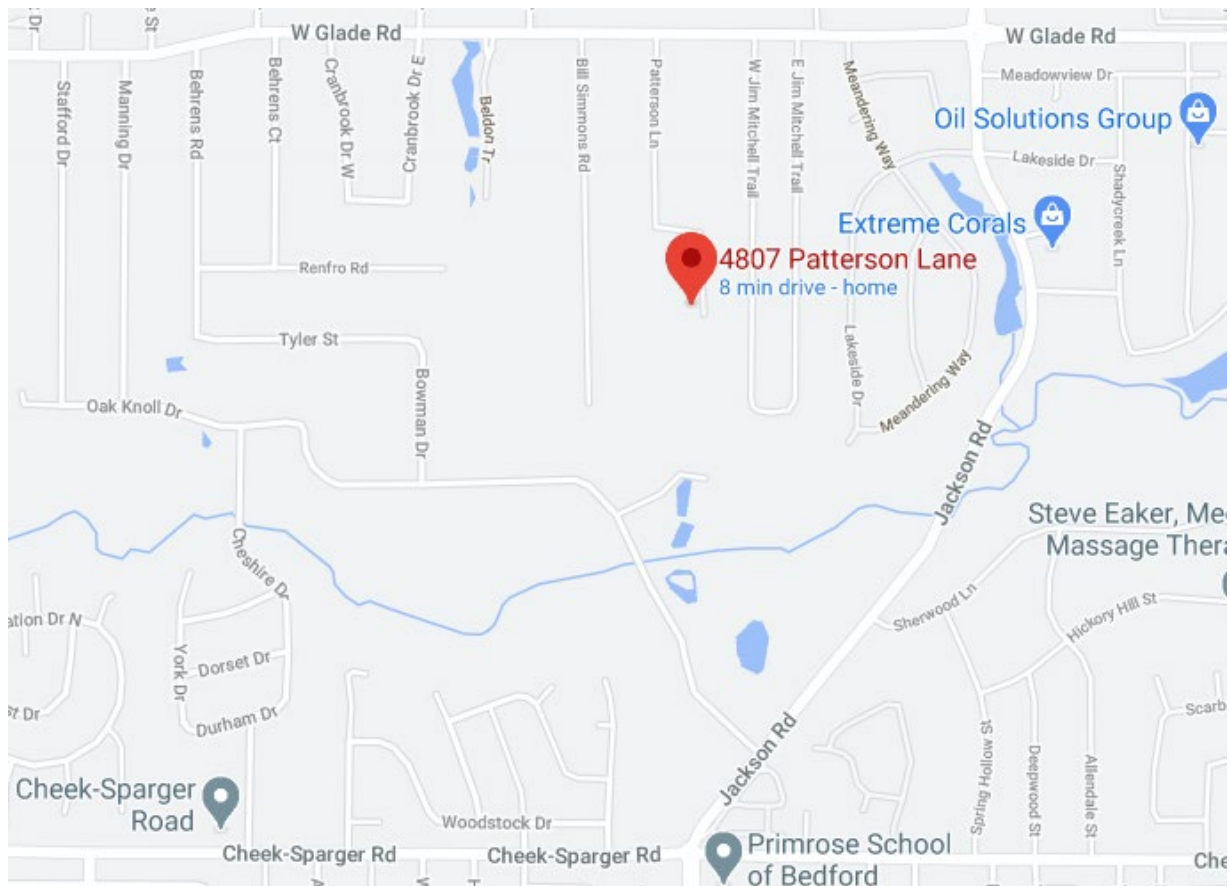
THOMAS L. THOMPSON
REGISTERED PROFESSIONAL
LAND SURVEYOR

1400 W. Euless Boulevard
Suite 102
Euless, Tx 76040
(817) 267-9269
(817) 571-7959 fax

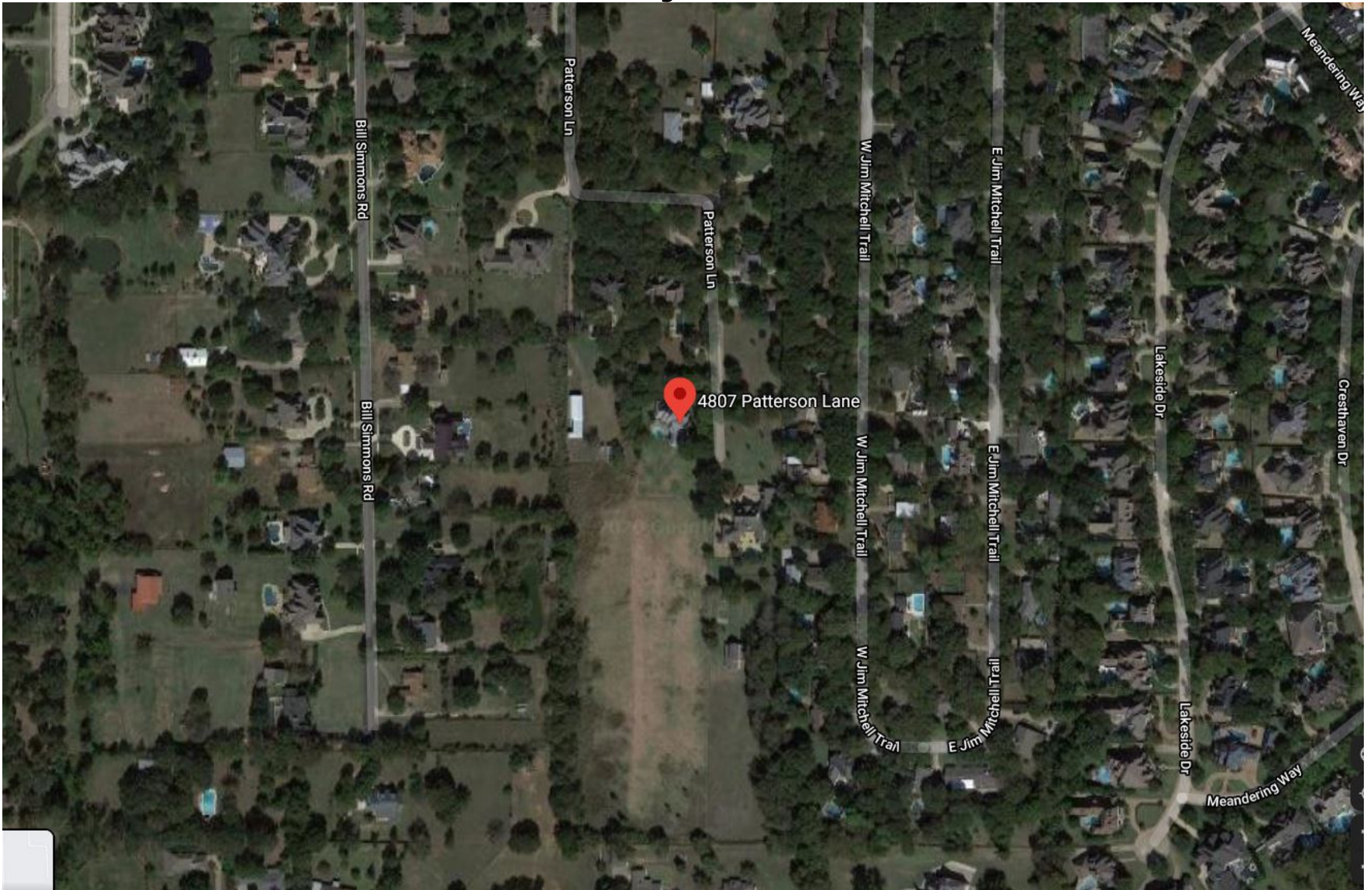
DATE: June 10, 1992

B-655

Zoning Exhibit



Zoning Exhibit



Zoning Exhibit

4807 Patterson Lane

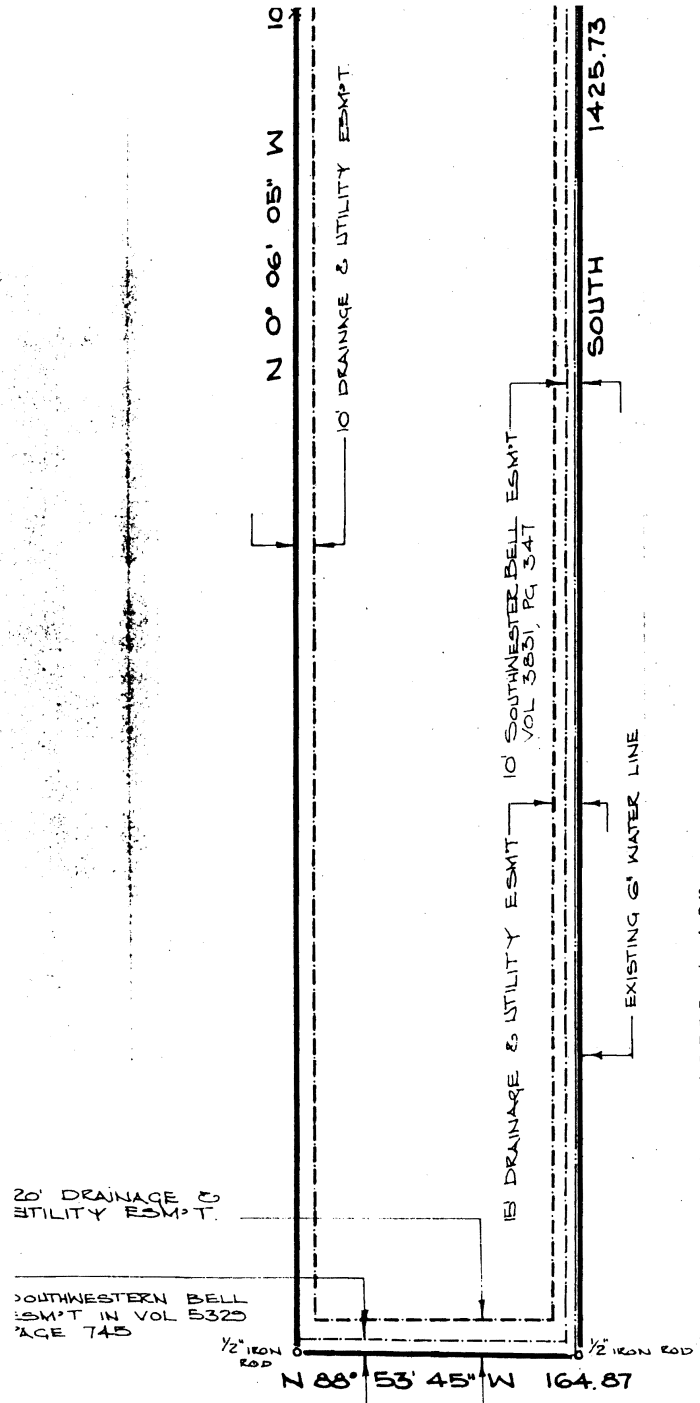
Colleyville, TX 76034



9

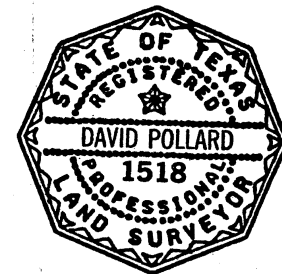


Zoning Exhibit



SURVEY PLAT OF TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

DAVID POLLARD
 A Registered Public Surveyor, do hereby certify that a careful survey was made of the ground this day under my supervision of
 LOT 1R, BLOCK 1, MUZYKA ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY,
 TEXAS, ACCORDING TO PLAT RECORDED IN CABINET B, SLIDE 655, DEED RECORDS OF
 TARRANT COUNTY, TEXAS.
 and that there are NO encroachments upon the adjoining property or of the adjoining thereon improvements upon the described property known as
4807 PATTERSON LANE.



STATE OF TEXAS
 COUNTY OF TARRANT

GF# UT-CO2057-M113

To the Lienholders and/or the Owners of the Premises surveyed and to
 RATTIKIN TITLE CO.

The undersigned does hereby certify that this survey was this day made on
 the ground of the property legally described hereon and is correct, and that
 there are no discrepancies, conflicts, shortages in area, boundary line con-
 flicts, encroachments, overlapping of improvements, visible lines or roads in
 place, except as shown hereon, and that said property has access to and from
 a dedicated roadway, except as shown hereon.

Dated:

OCTOBER 13, 1993

Order No. 10-74/93
 NOT FOR CONSTRUCTION

SCALE: 1"=30' ALSO
 1"=100'

BORROWER: FAIRCHILD

FLOOD NOTE: I hereby certify that the property described herein
~~Is Not~~ within a special flood hazard area as identified by the
 Federal Insurance Administration, Department of Housing and Urban
 Development, the flood hazard area being identified on Page No.
~~A-2~~ of the Federal Insurance Administration Flood Hazard
 Boundary Map effective on JANUARY 6, 1993
 for the PANEL No. 480590 0095 G.

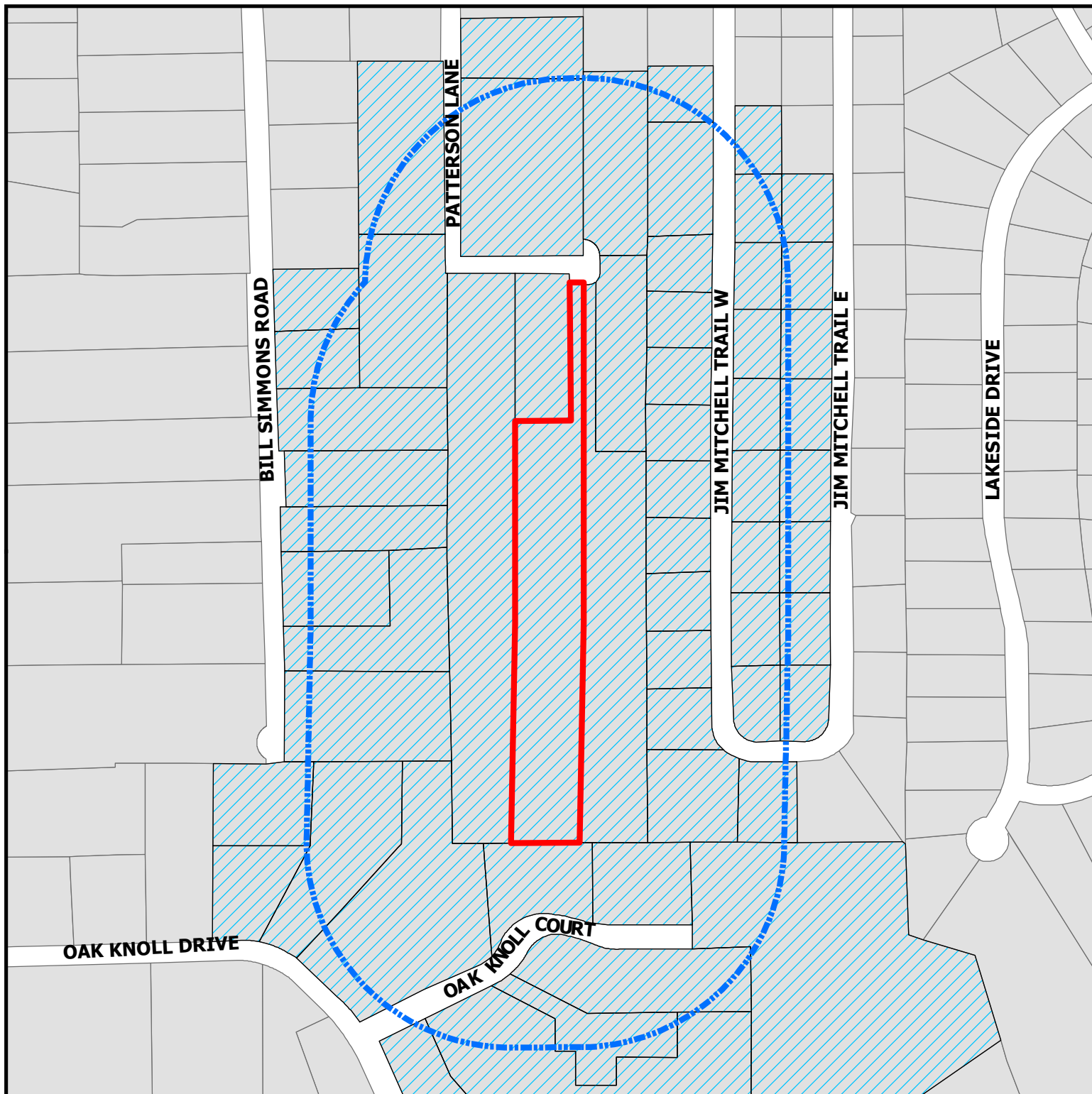
By:

AP SURVEYING CO.
 David Pollard RPS #1518
 1803 Central Drive Suite 306
 Bedford, TX 76021

Metro (817) 267-1249

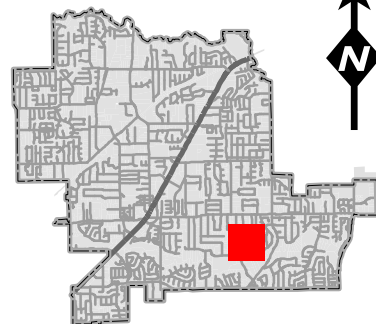
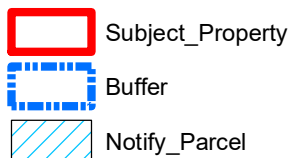
REVISED OCT 13 1993

Notification Map



ZC20-028
4807 Patterson Lane

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
GREER, THURMAN	4703 PATTERSON LN	COLLEYVILLE, TX	76034	4703 PATTERSON LN
MATIOAN, KAREN	4517 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4517 W JIM MITCHELL TR
PEARSON, DELORIS ANN	4400 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4400 BILL SIMMONS RD
BARR, ALVIN F	4801 PATTERSON LN	COLLEYVILLE, TX	76034	4801 PATTERSON LN
PARKER, THOMAS	4809 PATTERSON	COLLEYVILLE, TX	76034	4809 PATTERSON LN
NAEEM, MUHAMMAD	4711 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4711 BILL SIMMONS RD
ASHAI, DAUD H	4704 PATTERSON LN	COLLEYVILLE, TX	76034	4704 PATTERSON LN
ZIMMERLE, CHARLES	4503 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4503 BILL SIMMONS RD
HALL FAMILY TRUST	4612 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4612 W JIM MITCHELL TR
LUCE, MAX D	1639 BLOOMFIELD RD	VALLEY VIEW, TX	76272	2308 OAK KNOLL CT
WILLIAMS, DARYL L	4600 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4600 E JIM MITCHELL TR
EMMITTE, JASON	4703 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4703 W JIM MITCHELL TR
SCHLUNT, DAVID J	4705 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4705 W JIM MITCHELL TR
JANOVETZ, JOHN	4508 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4508 W JIM MITCHELL TR
PATTERSON, MARY SUE KING	4705 PATTERSON LN	COLLEYVILLE, TX	76034	4705 PATTERSON LN
JOHNS, JO ANN E	4609 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4609 BILL SIMMONS RD
SULTAN, TARIQ	4509 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4509 BILL SIMMONS RD
TORREZ, GILBERTO	4608 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4608 E JIM MITCHELL TR
THOMPSON, JAMES	4712 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4712 W JIM MITCHELL TR
TOLAR, CLARA	4615 PATTERSON LN	COLLEYVILLE, TX	76034	4615 PATTERSON LN
GURN, HOWARD	4616 E JIM MITCHELL TRL	COLLEYVILLE, TX	76034	4616 E JIM MITCHELL TR
DAVIS, RONALD	4608 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4608 W JIM MITCHELL TR
NGUYEN, THANH JOSEPH	4709 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4709 BILL SIMMONS RD
STEVENS, SUSAN	4709 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4709 W JIM MITCHELL TR
COBB, CATHERINE FOWLER	2116 OAK KNOLL DR	COLLEYVILLE, TX	76034	2116 OAK KNOLL DR
HOLLINGSWORTH, WM A	4704 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4704 E JIM MITCHELL TR
BARNETTE THOMAS F REVOCABLE LI	4501 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4501 W JIM MITCHELL TR
NICHOLSON, JOHN W	4501 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4501 BILL SIMMONS RD
LEWIS, EDMOND R	4604 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4604 W JIM MITCHELL TR
DEHOYOS, BLANCA A	4701 JIM MITCHELL TRL W	COLLEYVILLE, TX	76034	4701 W JIM MITCHELL TR
GAINER, JENSON	PO BOX 58	COLLEYVILLE, TX	76034	2109 OAK KNOLL CT
PENNER, JOHN	2509 STONE HOLLOW DR	BEDFORD, TX	76021	4708 PATTERSON LN
WADE, DEAN	4807 PATTERSON LN	COLLEYVILLE, TX	76034	4807 PATTERSON LN
MUNDHEIM, PAUL	4609 JIM MITCHELL TRL W	COLLEYVILLE, TX	76034	4609 W JIM MITCHELL TR
TOWNSLEY, RODNEY R	4601 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4601 W JIM MITCHELL TR
CARLEO, JIM P	4400 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4400 E JIM MITCHELL TR
DAVIS, KENNETH M	4600 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4600 W JIM MITCHELL TR
WHITMIRE, FRANK L	2300 OAK KNOLL CT	COLLEYVILLE, TX	76034	2300 OAK KNOLL CT
HENDERSHOT, CHARLOTTE	4601 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4601 BILL SIMMONS RD
PAVELEK, SUSAN M	4508 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4508 E JIM MITCHELL TR
ZIMMERMAN FAMILY LIVING TRUST	2203 OAK KNOLL CT	COLLEYVILLE, TX	76034	2203 OAK KNOLL CT
LANGFORD, MARK E	4505 BILL SIMMONS RD	COLLEYVILLE, TX	76034	4505 BILL SIMMONS RD
COLLINS, AMANDA	4516 JIM MITCHELL TRL E	COLLEYVILLE, TX	76034	4516 E JIM MITCHELL TR
ZIMMERMAN, JAMES	2203 OAK KNOLL CT	COLLEYVILLE, TX	76034	2304 OAK KNOLL CT
CARNEVAL, SCOTT J	4509 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4509 W JIM MITCHELL TR
WOOSTER, ROBERT E	2212 OAK KNOLL CT	COLLEYVILLE, TX	76034	2212 OAK KNOLL CT
RUSSELL, KATHLEEN	4512 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4512 W JIM MITCHELL TR
POST, DINA	4600 PATTERSON LN	COLLEYVILLE, TX	76034	4600 PATTERSON LN
CARSON, RICHARD	4504 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4504 W JIM MITCHELL TR
BARKER, JESSE H	2200 OAK KNOLL DR	COLLEYVILLE, TX	76034	2200 OAK KNOLL DR
LOPEZ, NATALIE	4800 JIM MITCHELL TRL W	COLLEYVILLE, TX	76034	4800 W JIM MITCHELL TR
GORDON, REUBEN L	4500 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4500 W JIM MITCHELL TR
COCKROFT, EULEON	4613 PATTERSON LN	COLLEYVILLE, TX	76034	4613 PATTERSON LN
CAREW, PATRICK	2106 STONEHAVEN DR	COLLEYVILLE, TX	76034	2205 OAK KNOLL CT
BUCKLEY, BARBARA	4500 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4500 E JIM MITCHELL TR
MARSH, KEITH R	2201 OAK KNOLL CT	COLLEYVILLE, TX	76034	2201 OAK KNOLL CT
TYLER, TOBEY PAT	4616 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4616 W JIM MITCHELL TR
KAMMERDIENER, MATTHEW	4404 JIM MITCHELL TR W	COLLEYVILLE, TX	76034	4404 W JIM MITCHELL TR
ABBOTT, LARRY T	4700 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	4700 E JIM MITCHELL TR
BROOK MEADOWS ADDITION	P.O. BOX 492	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
WADE, DEAN AND TERRI	4807 PATTERSON LN	COLLEYVILLE, TX	76034	APPLICANT

Public notices were mailed on October 23, 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, November 9, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, December 1, 2020 & Tuesday, December 15, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from R-20 Single Family Residential district to RE Single Family 'Estate' Residential district. The purpose is to allow for miniature horses, horses, and donkeys on the property. No new lots are proposed.

Zoning Case: ZC20-028

Applicant: Dean Wade

Owner: Dean Wade

Location: 4807 Patterson Lane

Property Description: Lot 1R, Block 1, Muzyka Addition

Present Zoning: R-20 Single Family Residential district

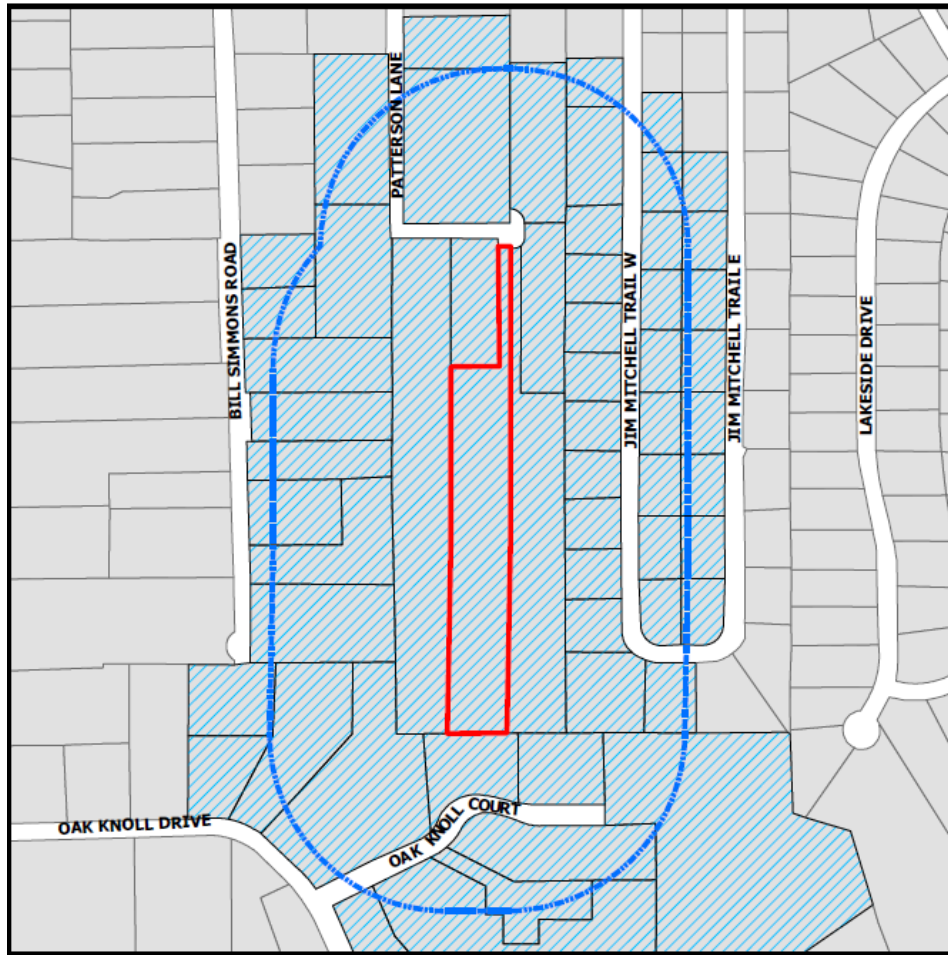
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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-20-2149

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 4.2 ACRES, LOT 1R, BLOCK 1, IN THE MUZYKA ADDITION, LOCATED AT 4807 PATTERSON LANE, FROM THE R-20 SINGLE-FAMILY RESIDENTIAL DISTRICT TO THE RE SINGLE FAMILY 'ESTATE' RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning of the property from R-20 Single-Family Residential to RE Single Family 'Estate' Residential district for Case No. ZC20-028; 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 amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from R-20 Single-Family Residential district to RE Single-Family 'Estate' Residential district on 4.2 acres, being Lot 1R, Block 1, of the Muzkya Addition, located at 4807 Patterson Lane, as depicted on the attached as Exhibit "A".

- Sec. 2. 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. 3. THAT the above described tract of land shall be subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT 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 1st day of December 2020.

The second reading and public hearing being conducted on the 15th day of December 2020.

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

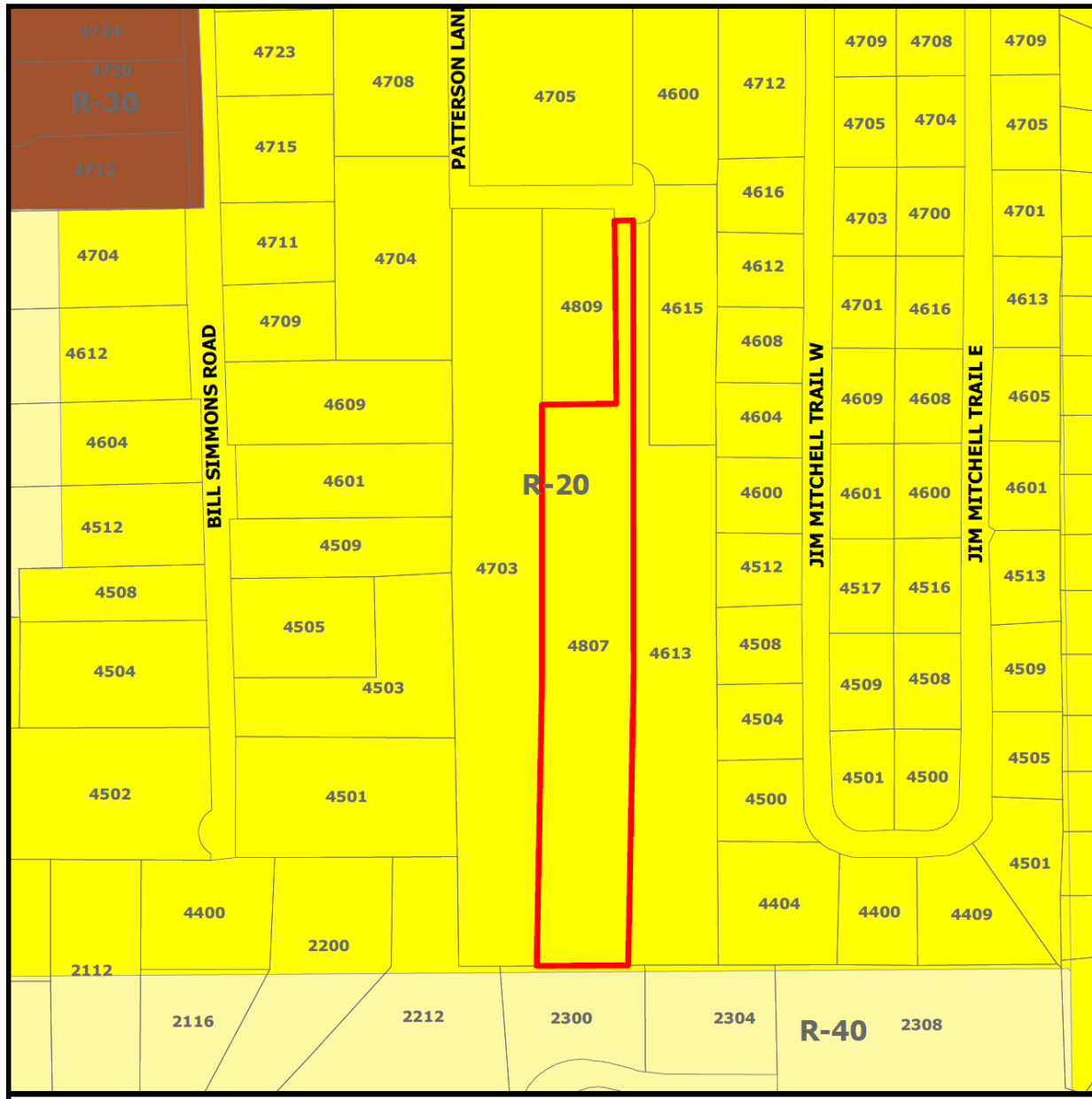
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit “A”- Zoning Map





City of Colleyville City Council Agenda Briefing

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

Agenda Number 6d

Agenda Date 12/1/2020

Number Ordinance O-20-2150

Type Ordinance

Department Community Development

Title

Request to appeal the decision by the Planning and Zoning Commission for the consideration of a zoning change from AG Agricultural district to the R-30 Single Family Residential district for Tract 2D & 2D3, Abstract 233, D. R. Blanton Survey, located at 5209 Bluebonnet Drive, Case ZC20-027

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

First Reading and Public Hearing

The Planning & Zoning Commission recommended denial at their November 9, 2020 meeting by a vote of 4-2. When the P&Z Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Tony Krauska, the applicant, has submitted a request for a zoning change on the Parvin Wilkerson Addition, being approximately 4.3 acres, and zoned AG Agricultural district. The purpose is to rezone from the AG Agricultural district to the R-30 Single Family Residential district to allow for construction of 4 new single-family residential dwellings fronting on a new cul-de-sac street.

Existing Conditions/Background: The subject property, 5209 Bluebonnet Drive, resides on the east side of Bluebonnet Drive north of the intersection of Bluebonnet Drive and Cherry Lane. The subject property has AG zoning and is currently developed with a small home.

Proposed Zoning:

Request – The applicant requests to rezone the property from AG to R-30 zoning. The minimum standards for the R-30 zoning district are as follows:

Minimum Lot Size	30,000 SF	32,796 SF, 32,844 SF, 31,430 SF, 42,770 SF
Minimum Lot Width	125 feet	±250 feet
Minimum Lot Depth	125 feet	±131 feet
Front Building Line	35 feet	
Side Building Line	10 feet	

Rear Building Line	25 feet
Max. Lot Coverage	25%
Max. Impervious Coverage	55%

Analysis: The applicant is requesting the zoning change to allow for 4 single-family residential lots. The current size of the property does not comply with all the minimum standards of the R-40 Single-Family Residential zoning. The R-30 zoning could be considered as a transition zoning from the R-20 zoning north to the R-40 zoning south.

Plat Status: The property is unplatted and is currently described as Tract 2D & 2D3, Abstract 233 DR Blanton Survey. In order for the property to be subdivided into 4 single-family residential lots it will be required to go through the platting process (combination preliminary/final plat) in the future.

DRC Review: The DRC offered the following comments:

1. Per the Land Development Code, Chapter 9, Section 9.17 Street Criteria, B. Street Design, c. Width, a cul-de sac shall have a minimum right-of-way width of fifty feet (50') and a minimum pavement width of thirty-one feet (31'), back-to-back of curb. However, a cul-de-sac street which exceeds six hundred (600') in length shall have a minimum right-of-way width of fifty-six feet (56') and minimum pavement width of thirty-six (36'), back-to back of curb.
2. The drainage coefficient needs to be increased to 0.6, which is fully developed residential for the off-site area per the Land Development Code.
3. Show the existing ROW width on the plat for Bluebonnet Drive. It may require additional ROW to meet the 50' requirement of the current standards.

The applicant submitted updated plans on October 23, 2020, for review.

1. During the Planning and Zoning Commission work session on October 26, 2020 there was discussion regarding the drainage.

The applicant submitted on October 29, 2020 an updated drainage plan for review.

Drainage: Pending minor revision changes the subdivision is in substantial compliance with the Land Development Code. There will be a proposed reduction in water coming off the property by 15% from pre-developed rate.

Surrounding Development: The property to the north is zoned R-20 Single-Family Residential district and is improved with a single-family home. The properties to the south are zoned R-40 Single-Family Residential district and are improved with single-family homes. The property to the east is zoned AG Agricultural and is improved with a single-family home. The property to the west is zoned R-20 Single-Family Residential

zoning and is improved with the Colleyville Justice Center. The surrounding lots have developed with single family residences.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for single-family residential development. The proposed R-30 zoning does not conflict with any portion of the comprehensive plan.

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

Staff Recommendation: Staff recommends approval. The proposed rezoning meets the technical requirements of the Land Development Code and meets the intent of the residential designation assigned in the Destination Colleyville comprehensive plan.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended denial of the request at their November 9, 2020 meeting by a vote of 4-2. When the P&Z Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Financial Impact

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

Recommendation

Approve

Attachments

1. Request to Appeal
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Statement of Planning Objectives
6. Zoning Exhibit
7. Drainage Plan
8. Notification Map
9. Notification List
10. Property Owner Notification
11. Letters of Opposition
12. Letters of Support
13. Ordinance O-20-2150

Ben Bryner

To: Tony Krauska, P.E.
Subject: RE: November 9, 2020 - Planning and Zoning Commission Agenda - ZC20-027

From: Tony Krauska, P.E. <tkrauska@daa-civil.com>
Sent: Tuesday, November 10, 2020 8:30 AM
To: Ben Bryner <BBryner@colleyville.com>
Cc: Araceli Botello <ABotello@colleyville.com>; Jackie Reyff <JReyff@colleyville.com>; vijay
Subject: RE: November 9, 2020 - Planning and Zoning Commission Agenda - ZC20-027

Mr. Bryner – as the applicant and on behalf of the property owner, we wish to appeal last night’s decision to deny the requested zoning for Case No. ZC20-027 to the City Council. Please let us know the meeting schedule.

Thank You



Tony Krauska, P.E.
tkrauska@daa-civil.com | 214-697-2450

Dowdey, Anderson & Associates, Inc.
Office: 972-931-0694 x1128
5225 Village Creek Dr., Suite 200
Plano, TX 75093 / www.daa-civil.com

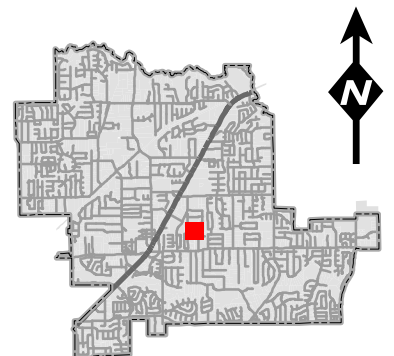
Aerial Map



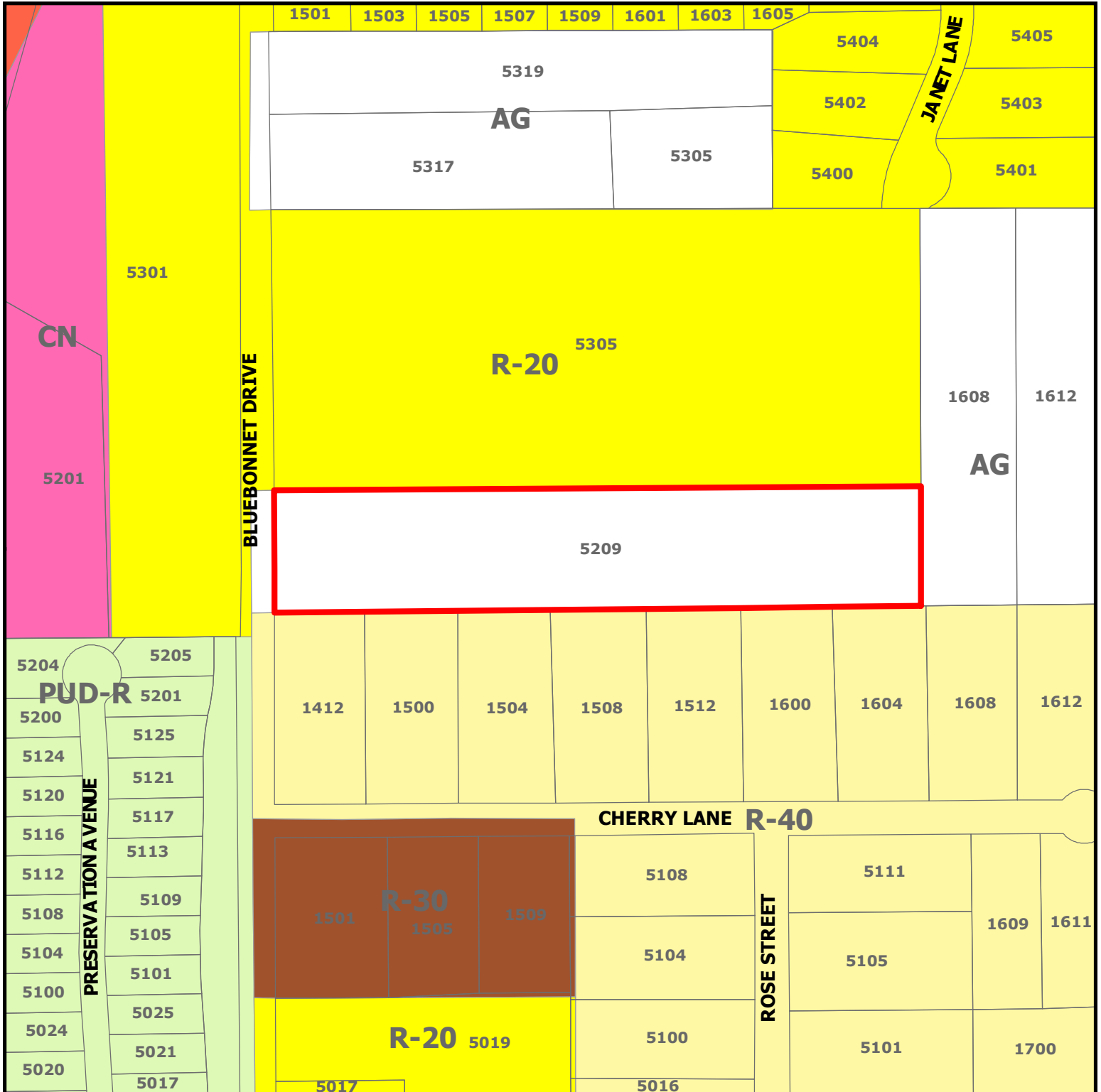
ZC20-027
5209 Bluebonnet Dr

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

 Subject Property



Zoning Map



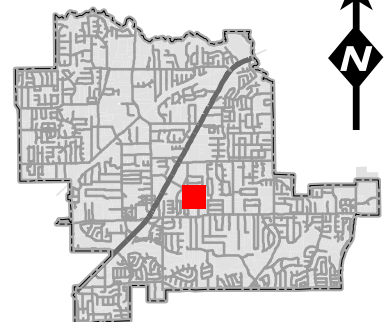
ZC20-027
5209 Bluebonnet Dr

DISCLAIMER:

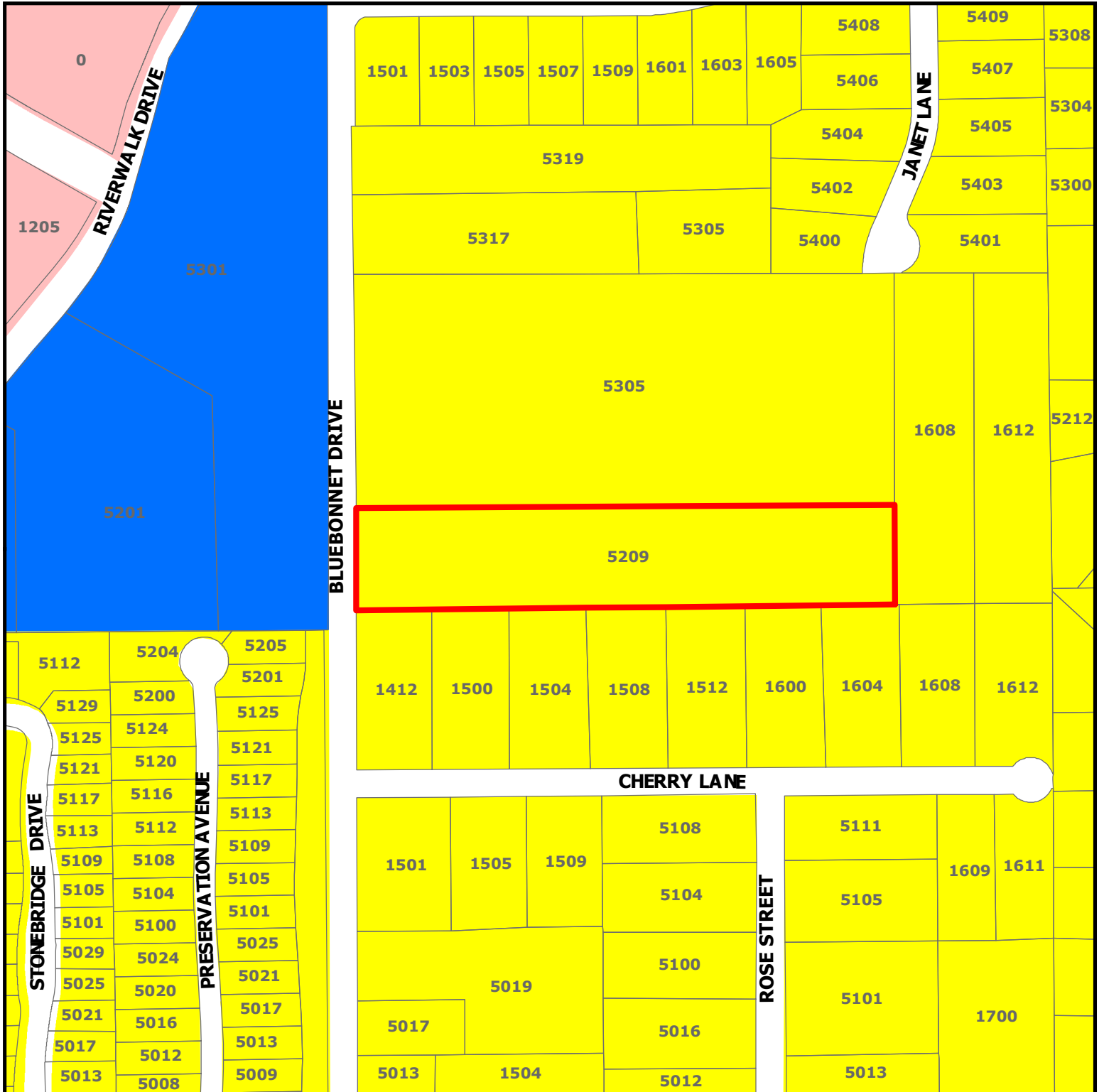
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Future Land Use Map



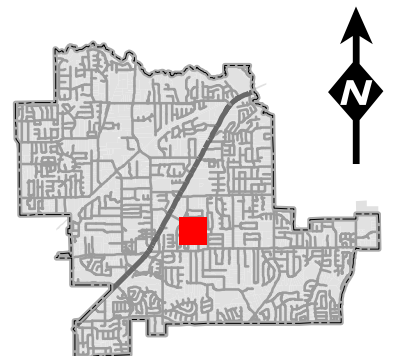
DISCLAIMER:

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.

ZC20-027

5209 Bluebonnet Dr

-  Subject Property
-  Residential
-  Institutional
-  Colleyville Blvd Corridor



Statement of Planning Objectives

5209 BLUEBONNET

REQUEST FOR ZONING CHANGE FROM AG TO R-30

OCTOBER 12, 2020

Statement of Planning Objectives: The intent is to transition between the existing R-40 zoning along Cherry Lane to the existing R-20 zoning to the north, by creating a single street cul-de-sac with only 4 lots meeting the requirements of the R-30 zoning. Detention would be provided so that there would be no increase in flow onto the neighboring lots on Cherry Lane.

Development Schedule: Upon zoning approval, we anticipate moving immediately into Preliminary plat, construction documents and final plat within the following 12 months

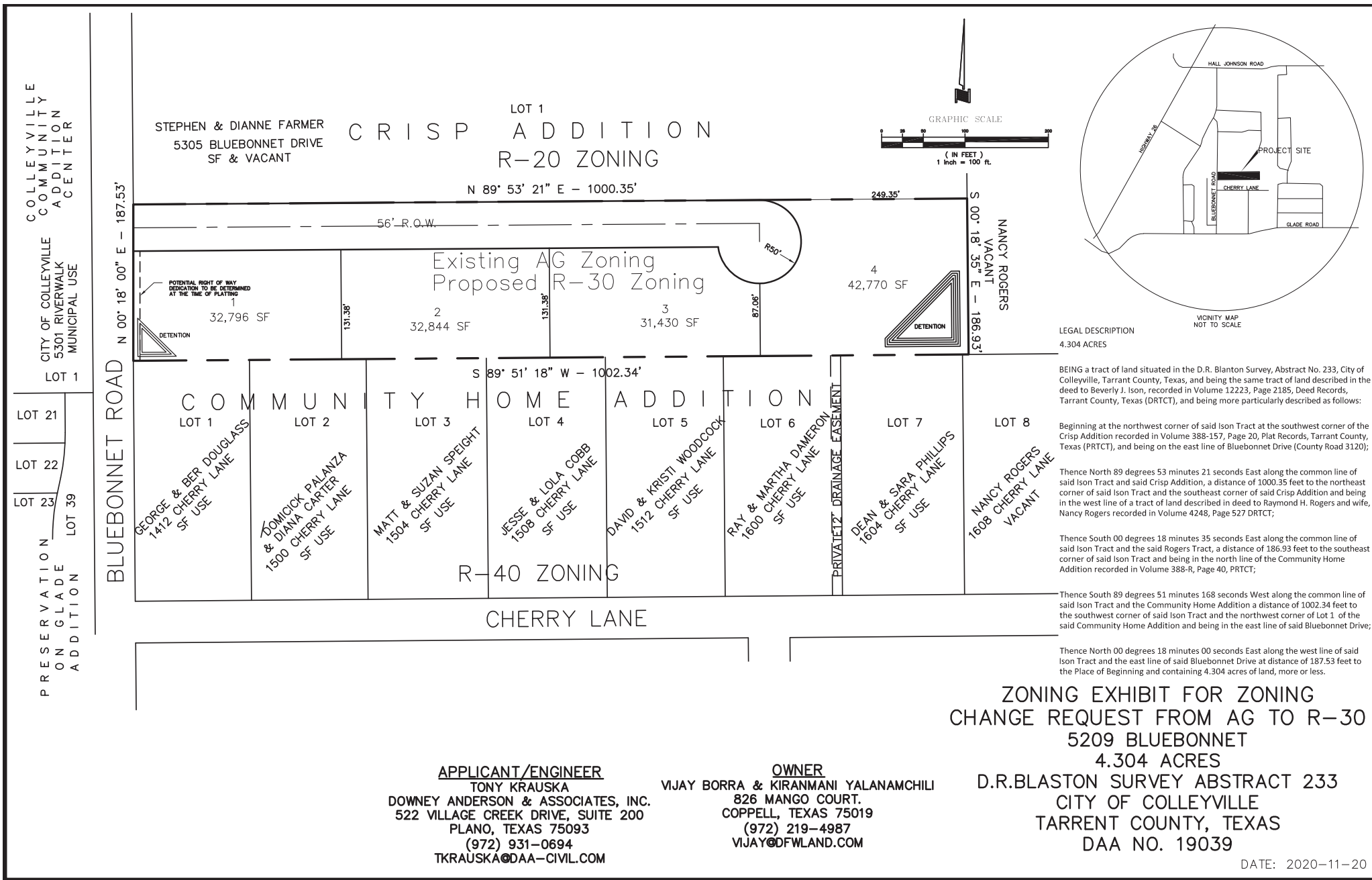
Proposed Ownership: Vijay Borra currently owns the property and he intends on developing the property

Utility Provisions: Utilities appear to be available on Bluebonnet and service would be provided from there

Economic Development Information: We anticipate custom homes to be constructed

Traffic Impact Analysis: None provided for only 4 lots

Zoning Exhibit

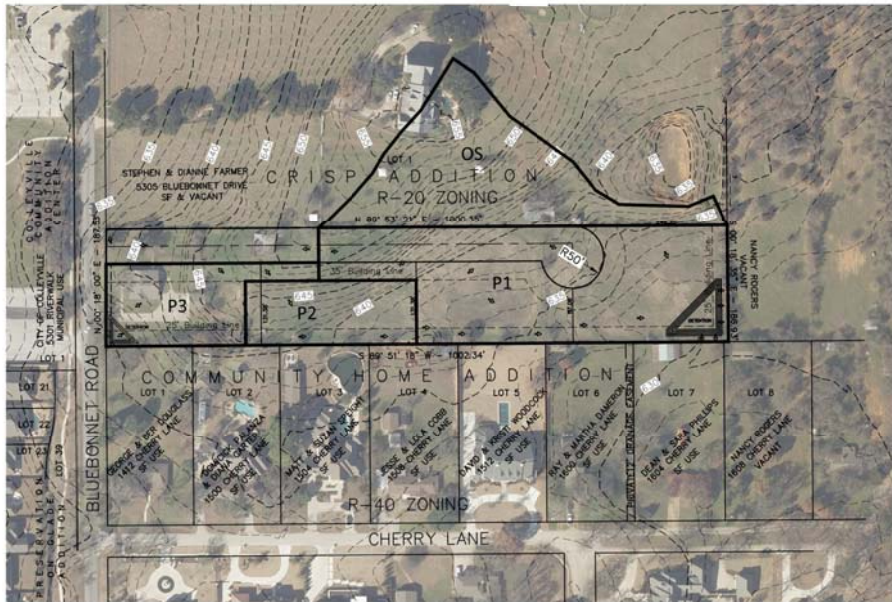


DATE: 2020-11-20

Drainage Plan



EXISTING



PROPOSED

BLUEBONNET Pond East DA# Job No. 19039 Colleyville, Texas

Modified Rational Detention Calculations

Calculations for Proposed Detention Area

Sub Area	Topog	1000 (in)	C	A (ac.)	Q100 (cfs)
E1	15	9.24	0.3	4.13	13.4
E2	15	7.98	0.3	0.85	2.0

Sub Area	T (min)	T ₀ (hr)	C	A (ac.)	Q ₁₀₀ (cfs)
OS	15	7.98	0.6	1.09	8.1
P1	15	7.98	0.6	2.47	13.8
P2	15	7.98	0.6	0.68	3.3
Composite C =					0.60 4.64 23.2

Sub Area	T (min)	T ₀ (hr)	C	A (ac.)	Q ₁₀₀ (cfs)
OS	15	7.98	0.60	4.64	23.2

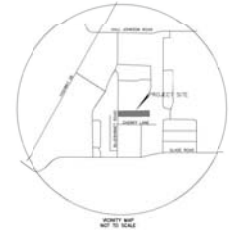
Allowable Release Rate = Present Conditions * 85%	
11.4/22 =	13.5 85% 11.5
Allowable Release Rate	13.5 0%

Check Various Duration Storms

Time (min)	T ₀ (hr)	C	A (ac.)	Q ₁₀₀ (cfs)
15	9.24	0.60	4.64	23.2
15	7.98	0.60	4.64	23.2
20	7.98	0.60	4.64	23.2
25	7.98	0.60	4.64	23.2
30	7.98	0.60	4.64	23.2
40	7.98	0.60	4.64	23.2
50	7.98	0.60	4.64	23.2
60	7.98	0.60	4.64	23.2
70	7.98	0.60	4.64	23.2
80	7.98	0.60	4.64	23.2
90	7.98	0.60	4.64	23.2
100	7.98	0.60	4.64	23.2
110	7.98	0.60	4.64	23.2
120	7.98	0.60	4.64	23.2
130	7.98	0.60	4.64	23.2
140	7.98	0.60	4.64	23.2
150	7.98	0.60	4.64	23.2
160	7.98	0.60	4.64	23.2
170	7.98	0.60	4.64	23.2
180	7.98	0.60	4.64	23.2
190	7.98	0.60	4.64	23.2
200	7.98	0.60	4.64	23.2

NOTE: Detention Volume required for the Phase I Development

Storm (min)	Inflow	Outflow	Volume (cu ft)
15	Inflow = 10 x 26.8 x 60	Outflow = 0.5 x 25 x 11.5 x 60	10107
20	Inflow = 15 x 23.2 x 60	Outflow = 0.5 x 20 x 11.5 x 60	20841
25	Inflow = 20 x 20.1 x 60	Outflow = 0.5 x 15 x 11.5 x 60	24551
30	Inflow = 25 x 17.4 x 60	Outflow = 0.5 x 10 x 11.5 x 60	28221
40	Inflow = 30 x 14.6 x 60	Outflow = 0.5 x 5 x 11.5 x 60	31871
50	Inflow = 35 x 12.5 x 60	Outflow = 0.5 x 0 x 11.5 x 60	35501
60	Inflow = 40 x 10.8 x 60	Outflow = 0.5 x 0 x 11.5 x 60	39111
70	Inflow = 45 x 9.5 x 60	Outflow = 0.5 x 0 x 11.5 x 60	42701
80	Inflow = 50 x 8.4 x 60	Outflow = 0.5 x 0 x 11.5 x 60	46271
90	Inflow = 55 x 7.5 x 60	Outflow = 0.5 x 0 x 11.5 x 60	49821
100	Inflow = 60 x 6.8 x 60	Outflow = 0.5 x 0 x 11.5 x 60	53351
110	Inflow = 65 x 6.2 x 60	Outflow = 0.5 x 0 x 11.5 x 60	56861
120	Inflow = 70 x 5.7 x 60	Outflow = 0.5 x 0 x 11.5 x 60	60351
130	Inflow = 75 x 5.3 x 60	Outflow = 0.5 x 0 x 11.5 x 60	63821
140	Inflow = 80 x 5.0 x 60	Outflow = 0.5 x 0 x 11.5 x 60	67271
150	Inflow = 85 x 4.7 x 60	Outflow = 0.5 x 0 x 11.5 x 60	70701
160	Inflow = 90 x 4.5 x 60	Outflow = 0.5 x 0 x 11.5 x 60	74111
170	Inflow = 95 x 4.3 x 60	Outflow = 0.5 x 0 x 11.5 x 60	77501
180	Inflow = 100 x 4.1 x 60	Outflow = 0.5 x 0 x 11.5 x 60	80871
190	Inflow = 105 x 4.0 x 60	Outflow = 0.5 x 0 x 11.5 x 60	84221
200	Inflow = 110 x 3.9 x 60	Outflow = 0.5 x 0 x 11.5 x 60	87551
Maximum Volume Required CF			
Area-ft			15325
Inlet, yd/acre			0.91
			548



GRAPHIC SCALE

1 INCH = 100 FT.

ARCA	ACRE	* C	T _c (MINUTES)	1000 IN/1 HOUR	Q100 (CFS)
E1	4.13	0.3	15	7.98	9.9
E2	0.85	0.3	15	7.98	2.0
E3	0.79	0.3	15	7.98	1.9
OS	1.69	0.3	15	7.98	4.0
P1	2.47	0.6	15	7.98	11.8
P2	0.68	0.6	15	7.98	3.0
P3	0.75	0.6	15	7.98	3.3

THESE CONSTRUCTION PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF TONY F. KRAUSKA, LICENSED PROFESSIONAL ENGINEER NO. 54729.

PLANS FOR REVIEW ONLY 11-20-2020

DRAINAGE PLAN
5209 BLUEBONNET
4.304 ACRES
D.R.BLASTON SURVEY ABSTRACT 233
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS
DAA NO. 19039

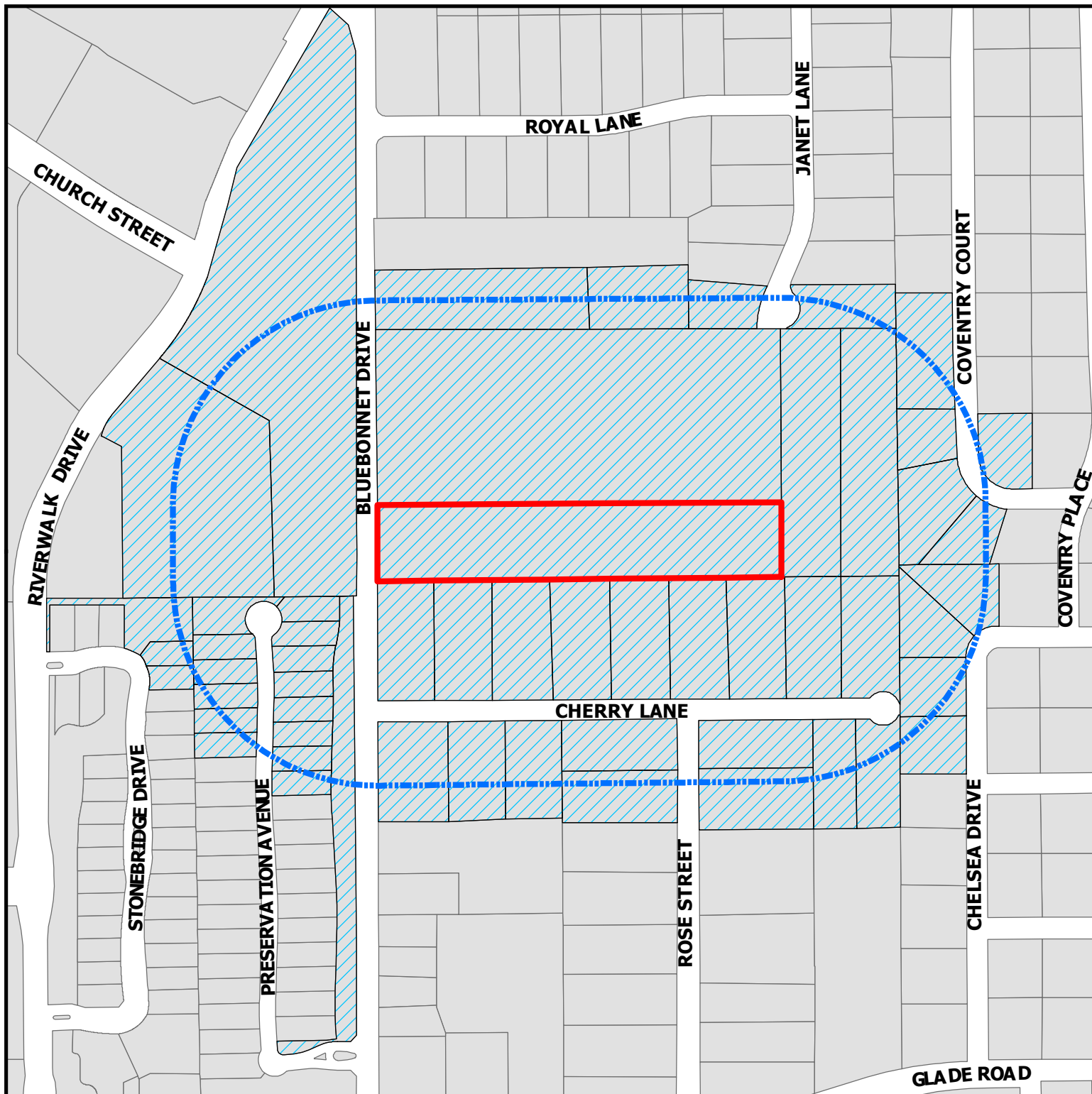
OWNER
VLAY BORRA & KIRANMANI YALANAMOHU
826 MANGO COURT
CORPELL, TEXAS 75019
(972) 219-4987
VLAYBORRA@GMAIL.COM

ENGINEER
TONY KRAUSKA
DOWNEY ANDERSON & ASSOCIATES, INC.
522 VILLAGE GREEN DRIVE, SUITE 200
PLANO, TEXAS 75093
(972) 311-0694
TKRAUSKA@DAA-CIVIL.COM

DATE: 2020-11-03

SHEET 1 OF 1

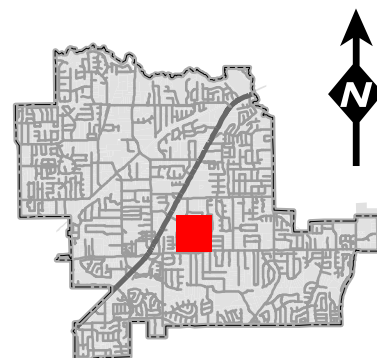
Notification Map



ZC20-027
5209 Bluebonnet Dr

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
ROGERS, NANCY	1612 CHERRY LN	COLLEYVILLE, TX	76034	1608 CHERRY LN
PHILLIPS, DEAN F	PO BOX 610411	DALLAS, TX	75261	1604 CHERRY LN
HERRON, DAVID	5105 ROSE ST	COLLEYVILLE, TX	76034	5105 ROSE ST
PALANZA, DOMINICK	1500 CHERRY LN	COLLEYVILLE, TX	76034	1500 CHERRY LN
SCULLIN, STEPHEN K	5124 PRESERVATION AVE	COLLEYVILLE, TX	76034	5124 PRESERVATION AVE
BULLINGTON, HOLLY H	5112 PRESERVATION AVE	COLLEYVILLE, TX	76034	5112 PRESERVATION AVE
ROGERS, JAMES L	5208 COVENTRY CT	COLLEYVILLE, TX	76034	5208 COVENTRY CT
FARMER, STEPHEN	5305 BLUEBONNET DR	COLLEYVILLE, TX	76034	5305 BLUEBONNET DR
ROGERS, NANCY JO	1612 CHERRY LN	COLLEYVILLE, TX	76034	1612 CHERRY LN
CUFFE, JOHN	5105 PRESERVATION AVE	COLLEYVILLE, TX	76034	5105 PRESERVATION AVE
SPEIGHT, MATT	1504 CHERRY LN	COLLEYVILLE, TX	76034	1504 CHERRY LN
RICHARDS FAMILY TRUST,THE	5212 CONVENTRY CT	COLLEYVILLE, TX	76034	5212 COVENTRY CT
PERRY, STAN	5111 ROSE ST	COLLEYVILLE, TX	76034	5111 ROSE ST
SMITH, NANCY	5121 PRESERVATION AVE	COLLEYVILLE, TX	76034	5121 PRESERVATION AVE
DAMERON, RAY	1600 CHERRY LN	COLLEYVILLE, TX	76034	1600 CHERRY LN
WALLACE LINDA K REVOCABLE TRUS	5113 PRESERVATION AVE	COLLEYVILLE, TX	76034	5113 PRESERVATION AVE
STAMP, FRANK	5401 JANET LN	COLLEYVILLE, TX	76034	5401 JANET LN
COBB, JESSE G	1508 CHERRY LN	COLLEYVILLE, TX	76034	1508 CHERRY LN
K&M FAMILY TRUST	5400 JANET LN	COLLEYVILLE, TX	76034	5400 JANET LN
MILLER, TRACY S	5108 CHELSEA DR	COLLEYVILLE, TX	76034	5108 CHELSEA DR
VANDERGRIF, JOAN	5317 BLUEBONNET DR	COLLEYVILLE, TX	76034	5317 BLUEBONNET DR
AVA FRYER REVOCABLE TRUST	5129 STONERIDGE DR	COLLEYVILLE, TX	76034	5129 STONERIDGE DR
WOODCOCK, DAVID	1512 CHERRY LN	COLLEYVILLE, TX	76034	1512 CHERRY LN
BROOKS, TRAVIS M	5120 PRESERVATION AVE	COLLEYVILLE, TX	76034	5120 PRESERVATION AVE
BARNES, KENNETH	5109 PRESERVATION AVE	COLLEYVILLE, TX	76034	5109 PRESERVATION AVE
BORRA, VIJAYA	826 MANGO CT	COPPELL, TX	75019	5209 BLUEBONNET DR
PRESERVATION HOA INC	101 CLARIDEN RANCH RD	SOUTHLAKE, TX	76092	5204 PRESERVATION AVE
BURAL, LYNN	5104 CHELSEA DR	COLLEYVILLE, TX	76034	5104 CHELSEA DR
EMERSON-ENNIS, JUDITH	5216 COVENTRY CT	COLLEYVILLE, TX	76034	5216 COVENTRY CT
BRIDGES, WARREN	5117 PRESERVATION AVE	COLLEYVILLE, TX	76034	5117 PRESERVATION AVE
HICKEY, BRIAN DOUGLAS	5100 CHELSEA DR	COLLEYVILLE, TX	76034	5100 CHELSEA DR
FARMER, STEPHEN	5305 BLUEBONNET DR	COLLEYVILLE, TX	76034	5305 BLUEBONNET DR
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5301 RIVERWALK DR
MADDOX, RICHARD L	5116 PRESERVATION AVE	COLLEYVILLE, TX	76034	5116 PRESERVATION AVE
GLENN, MARY	5125 PRESERVATION AVE	COLLEYVILLE, TX	76034	5125 PRESERVATION AVE
THE BRIDGES @ RIVERWALK HOA	PO BOX 1183	COLLEYVILLE, TX	76034	5112 STONERIDGE DR
DOUGLASS, GEORGE W	1412 CHERRY LN	COLLEYVILLE, TX	76034	1412 CHERRY LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5201 RIVERWALK DR
PRESERVATION HOA INC	101 CLARIDEN RANCH RD	SOUTHLAKE, TX	76092	1400 BLUEBONNET DR
CURRY, KENNETH C	5125 STONERIDGE DR	COLLEYVILLE, TX	76034	5125 STONERIDGE DR
EVERETT, ROY	5205 COVENTRY CT	COLLEYVILLE, TX	76034	5205 COVENTRY CT
DAVIS, KEITH	5200 PRESERVATION AVE	COLLEYVILLE, TX	76034	5200 PRESERVATION AVE
ROGERS, NANCY	1612 CHERRY LN	COLLEYVILLE, TX	76034	1608 CHERRY LN
TRAVIS, COLIN	1609 CHERRY LN	COLLEYVILLE, TX	76034	1609 CHERRY LN
ROGERS, NANCY JO	1612 CHERRY LN	COLLEYVILLE, TX	76034	1612 CHERRY LN
DONEPUDI, SREECHANDRA	1501 CHERRY LN	COLLEYVILLE, TX	76034	1501 CHERRY LN
DUNN, MARC P	1704 AVONDALE DR	COLLEYVILLE, TX	76034	1704 AVONDALE DR
EMBRY, STEVEN	5201 PRESERVATION AVE	COLLEYVILLE, TX	76034	5201 PRESERVATION AVE
STEWART, LARRY	1509 CHERRY AVE	COLLEYVILLE, TX	76034	1509 CHERRY LN
MADAR, ALEXANDER	1505 CHERRY LN	COLLEYVILLE, TX	76034	1505 CHERRY LN
WILLIAMS, JAMES R	407 COUNTRY PL	COLLEYVILLE, TX	76034	5108 ROSE ST
CLARK, HARRY P	5104 ROSE ST	COLLEYVILLE, TX	76034	5104 ROSE ST
APTE, SHIREESH	5204 COVENTRY CT	COLLEYVILLE, TX	76034	5204 COVENTRY CT
WILKINS, ERIC	5205 PRESERVATION AVE	COLLEYVILLE, TX	76034	5205 PRESERVATION AVE
TRAVIS, COLIN	1609 CHERRY LN	COLLEYVILLE, TX	76034	1611 CHERRY LN
CHELSEA PARK ADDITION	1816 AVONDALE DRIVE	COLLEYVILLE, TX	76034	COURTESY NOTICE
RIVERWALK AT COLLEYVILLE	P.O. BOX 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
BRIDGES AT RIVERWALK ADDITION	P.O. BOX 1183	COLLEYVILLE, TX	76034	COURTESY NOTICE
KINGSWOOD ESTATES-COLLEYVILLE	P.O. BOX 978	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
KRAUSKA, TONY	5225 VILLAGE CREEK DR, SUITE 200	PLANO, TX	75093	APPLICANT

Public hearing notices were mailed on October 23, 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, November 9, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, December 1, 2020 & Tuesday, December 15, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from AG Agricultural district to R-30 Single Family Residential district. The purpose is to allow for 4 single-family residential lots with lot sizes between 32,000 to 42,000 square feet.

Zoning Case: ZC20-027

Applicant: Tony Krauska

Owner: Vijay Borra

Location: 5209 Bluebonnet Drive

Property Description: Tract 2D & 2D3, Abstract 233, D. R. Blanton Survey

Present Zoning: AG Agricultural district

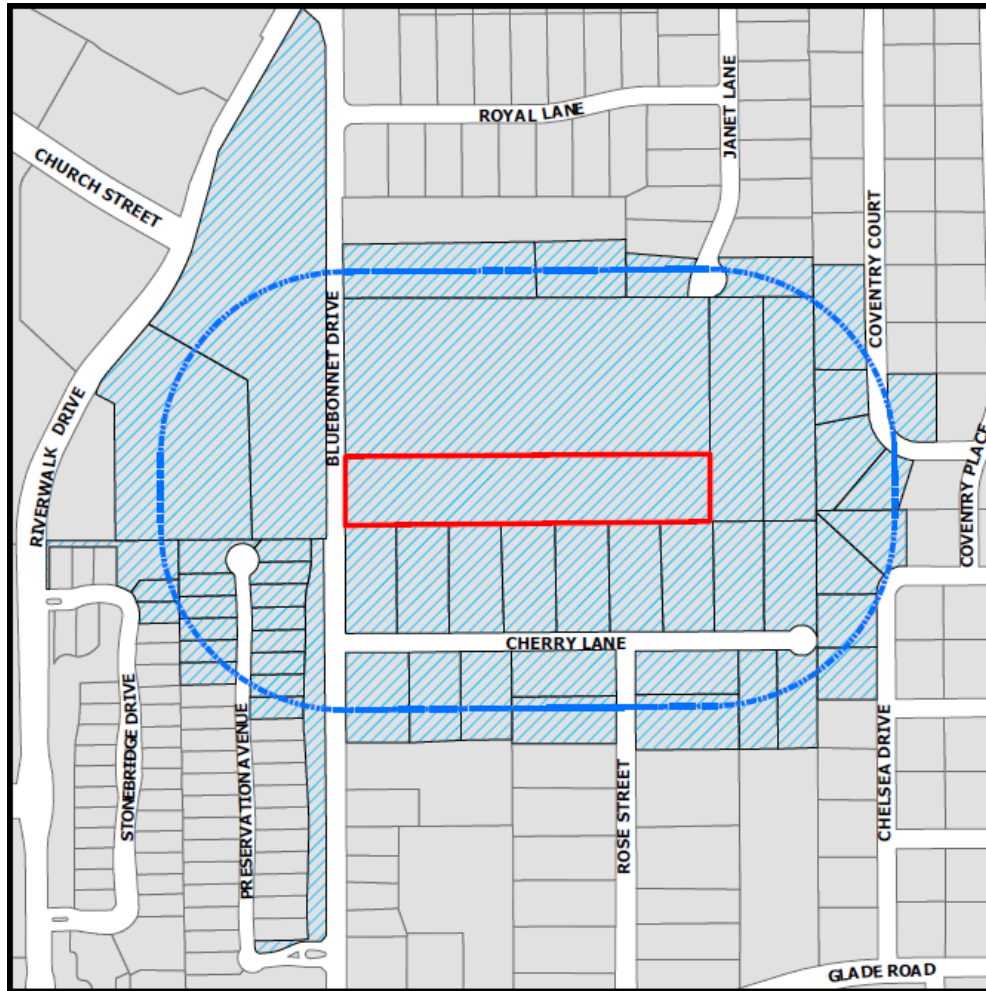
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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.

NOTICE OF PUBLIC HEARING



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

From: [mp.d](#)
To: [Jackie Reyff](#)
Subject: Rezoning of 5209 Bluebonnet Drive, Colleyville, TX 76034
Date: Monday, November 23, 2020 2:00:48 PM

Hi Jacquelyn,

I (Marc) attended the Planning and Zoning Commission meeting on 11/9/2020. We would like to vote against the rezoning of the property located at 5209 Bluebonnet Drive from AG to R-30.

Thank you.

Marc and Pat Dunn
1704 Avondale Dr, Colleyville, TX 76034
(817) 845-4712

LETTER OF PROTEST

Formal letter against zoning case ZC-027.

11.14.20

RE: Planning and zoning change request ZC-027

City Secretary of Colleyville

- We understand it is the Planning and Zoning Department's responsibility to field all requests and proposals for new residential developments.
- Although this project might be workable, previous proposals from this property owner have been rejected by the Colleyville City Council.
- This current zoning change request process, doesn't detail all the grading plan documents early, to fully evaluate the final engineered configuration the developer is proposing. This process needs to be changed for the benefit of Colleyville Staff and Residents.
- Proposed detention ponds are not sufficient for heavy rains up to 8-12 inches in 1 hour.
- If the ponds are not properly maintained home owners directly affected on Cherry Lane will have to submit a request to the City for remedy. Any refusals by the developer will require time, effort and money for existing residents on Cherry for remedy. This is a forever unnecessary burden for property owners on Cherry Lane.
- Moreover if the developer doesn't comply, our only remedy is in court, as Colleyville Building Department has no jurisdiction regarding civil damages.
- If the City Council chooses to approve the zoning request change, the developer in coordination with the City of Colleyville should provide a permanent solution for connecting the storm water to the Dameron easement already purchased by the property owner.
(lot 5, community home edition)
- This letter is a resounding No, to this Zoning Change Request.

Signatures for Zoning Change protest

Name	Nancy Rogers
Address	1612 Cherry Ln. (817) Colleyville, TX. 76034 354-4430
Signature	Nancy Rogers

Name	Kristi Woodcock K Woodcock
Address	1512 Cherry Lane 512-589-9848 Colleyville TX 76034
Signature	K Woodcock

Name	Lola Cobb
Address	1508 Cherry Ln
Signature	Lola Cobb

Name	A Madal
Address	1505 Cherry Ln
Signature	A Madal

--	--

Name	Mertua & Douglass
Address	1412 Cherry Lane Collegeville
Signature	Mertua & Douglass

Name	Dean Phillips
Address	1604 Cherry Collegeville, TX
Signature	Dean Phillips

Name	Stephen Farmer Stephen Farmer
Address	5305 Bluebonnet Dr, Collegeville 76034
Signature	Stephen Farmer

Name	
Address	

Letter of Opposition

Subject:

FW: Opposition to Zoning Change at 5209 Bluebonnet

From: Eric Wilkins

Sent: Thursday, November 12, 2020 3:17 PM

To: Ben Bryner

Subject: Opposition to Zoning Change at 5209 Bluebonnet

Good afternoon. I am writing this email in opposition to the zoning change from agricultural to residential at 5209 Bluebonnet, Colleyville, TX. My home is at 5205 Preservation, the very last house on the NE corner of the subdivision. I have already invested a significant amount of money installing French drains and river rock to better drain my yard and stop erosion in my property's current state. Additionally, two sinkholes have started to form between the concrete fence that separates me from the police station parking lot and my retaining wall. I fear building these homes without a vetted drainage plan will only intensify my drainage issues. I do not oppose development, but I do expect there to be a better drainage plan in place before I would agree to the zoning change. I was at the Zoning Meeting the evening of November 9th and no well thought out plans were in place for drainage flow to the west of 5209 Bluebonnet, which would directly impact my property.

Thank you for your consideration. Again, I would only be supportive of the zoning change if the neighboring properties had assurance that drainage would not be an issue.

Sincerely,
Eric Wilkins
(214) 202-2354

Sent from my iPhone

Letter of Opposition

Subject:

FW: Zoning change 5209 Bluebonnet Road

From: Keith Davis >

Sent: Monday, November 16, 2020 2:06 PM

To: Ben Bryner

Subject: Zoning change 5209 Bluebonnet Road

Mr. Ben Bryner, Community Developer Director,

I was recently notified of a request for a zoning change for the property at 5209 Bluebonnet Road, Colleyville. I am highly concerned that any redevelopment will add to the surface water runoff problems many of us are already having to deal with. Further, while I understand that a retention pond has been offered by the developer as a solution to this problem I do not believe the pond will do the job and therefore I strongly oppose the zoning change. I would offer that I have worked at a geologist for over 50 years mainly studying effects of erosion and deposition so I believe I am qualified to offer my expert opinion on this surface water issue.

Thank you for your service to the community,

Keith W. Davis
5200 Preservation Avenue
Colleyville, TX 76034

Phone: 817-988-2181

Letter of Opposition

Subject:

FW: Proposed development at 5209 Bluebonnet Rd.

From: Linda Wallace <lplusdw@sbcglobal.net>

Sent: Tuesday, November 17, 2020 12:36 PM

To: Ben Bryner <BBryner@colleyville.com>

Subject: Proposed development at 5209 Bluebonnet Rd.

My name is Linda Wallace and I live at 5113 Preservation Ave. in Colleyville—just to west and below the intersection of Bluebonnet and Cherry Lane. This area, with the slope, already has excessive drainage issues toward my property. I am concerned that the proposed development will only exacerbate the issue. Serious solutions to retain and redirect run-off from the area of the proposed development needs to be in place before any further development in this area is allowed.

Letter of Opposition

Subject:

FW: Zoning Change For 5209 Bluebonnet

From: Warren Bridges

Sent: Friday, November 13, 2020 8:21 PM

To: Ben Bryner

Subject: Zoning Change For 5209 Bluebonnet

My name is Warren Bridges and I am the homeowner at 5117 Preservation Avenue. With this email I want to voice my opposition to the proposed zoning change referenced above that would change the zoning from agriculture to single family residential. The surface and sub-surface drainage caused by this development could bring lasting and permanent damage to my home.

Letter of Opposition

11/9/2020

City Council Petition - Planning & Zoning Commission Meeting

From: Warren.Bridges

To: warren.bridges

Subject: City Council Petition - Planning & Zoning Commission Meeting

Date: Mon, Nov 9, 2020 5:48 pm

Thank you for the opportunity to be heard on this very important matter that, depending upon the outcome, could bring a severe and adverse economic impact directly to me and my family in a manner that no other homeowner involved in these discussions would face. My name is Warren Bridges and I own the property located at 5117 Preservation Avenue here in Colleyville.

First, I want to express my genuine thanks and gratitude to the City Council for its response in addressing the drainage problem of increased runoff that was being channeled directly into my back yard. Due to a combination of the natural terrain and controlled development; the topography has been altered to the extent that my property sits in the crosshairs of area drainage. Water naturally flows thru my back yard, down the sides of my house, across Preservation Avenue and further downward in the direction of Riverwalk.

I gave you pictures that showed the excessive volume of water flows from the direction of Glade Road, toward the community center; from the community center in the direction of the Cherry Lane and the Bluebonnet intersection; and from Cherry Lane down toward Bluebonnet and subsequently into my back yard. As I understand it, they were photo-copied and kept as a part of the public record, but I still have those pictures and can provide them again if needed. I would also like to provide a verbatim copy of this statement for those same reasons.

In support of what you did and frankly, within the scope of what I see as my responsibility as a homeowner, my wife and I spent a considerable amount of money installing French drains and improving the irrigation on our property to "do our part" in mitigating not only the risk but also the increased likelihood of damage to our property from having done nothing. That being said, our backyard still retains a good deal of moisture.

Without re-visiting all of the details involved in that case, what remains relevant and central to my petition this evening; is that my property remains at the least desirable geographic location when it comes to drainage in this general vicinity.

I want to go on the record as being opposed to this development as long as the drainage design channels water in the direction of Cherry Lane. While I am neither a civil engineer nor an irrigation engineer I do think that those specialists **can and should** design a drainage system that causes no harm.

There may be a "master drainage plan" being developed that will address drainage problems across a large part of this region that eliminates our collective drainage problems going forward; but that may be several years in the making, and it may never happen for various reasons. My concern and focus has to be on the current situation, and that is why I am speaking tonight in advance of final decisions being made.

Letter of Opposition

11/9/2020

City Council Petition - Planning & Zoning Commission Meeting

To be clear, my request is that no zoning change for this property be approved until such time as the property owner and developer create a drainage system with the aforementioned considerations in mind.

I understand that a system can be designed that passes the minimum requirements for city approval but does nothing to alleviate these very real concerns. I am simply asking that you consider my concerns as valid and then act to make them not an issue.

What I would also ask is that the applicant Tony Krauska, and the owner Vijay Borra of the property at 5209 Bluebonnet Drive in the Zoning Case ZC20-027; not only consider but also implement a drainage system that would have surface and subsurface water and runoff drain away from Cherry Lane and in the direction of the community center and Post office. This would cause the least direct harm to my property.

This does not appear to be an unreasonable request at this time for several reasons. Among them are:

- The project has not started, so the designs can be changed
- Any expenses associated with a re-design of the drainage that would eliminate damage to my property, which we know lies directly in the path of runoffs in this area, can be re-covered in your pricing strategy; as are all other reasonable costs of development
- It is not a stretch to say that your homes in this development will be sold at values commensurate with home prices in this community; and if there is a marginal impact to your maximum profit goals, no one family should bear the brunt of your ambition.
- In other words, you're going to do fine. I just don't think my property should suffer material damage as a result.

I am not here to "stand in the way of progress". Neither am I here to deny any property owner the right to realize the economic benefit that derives from owning property. The property will eventually be developed. But my family will be here thirty years from now; after you have sold the property and are no longer associated with this decision. Neither the new homeowners in your development nor the existing homes in the community stand to suffer the economic damage to their properties as will happen with mine.

I am thankful that our city allows its residents and homeowners to have a voice in this public forum so input is received that leads to an informed decision. A decision that allows all of us to move forward in a manner that is fair and equitable to everyone involved and does not have the unintended consequence of egregious harm to one party at the extreme economic benefit of another. Thank you again for opportunity to be heard on this matter, and I would appreciate your favorable consideration.

- Warren D. Bridges
- 5117 PRESERVATION AVE
- COLLEGEVILLE, TX 76034

^{THE} 11/09/2020 WARREN D. BRIDGES

The Borra Proposal in the Bluebonnet Watershed

Issues

Current Status

The Borra proposal

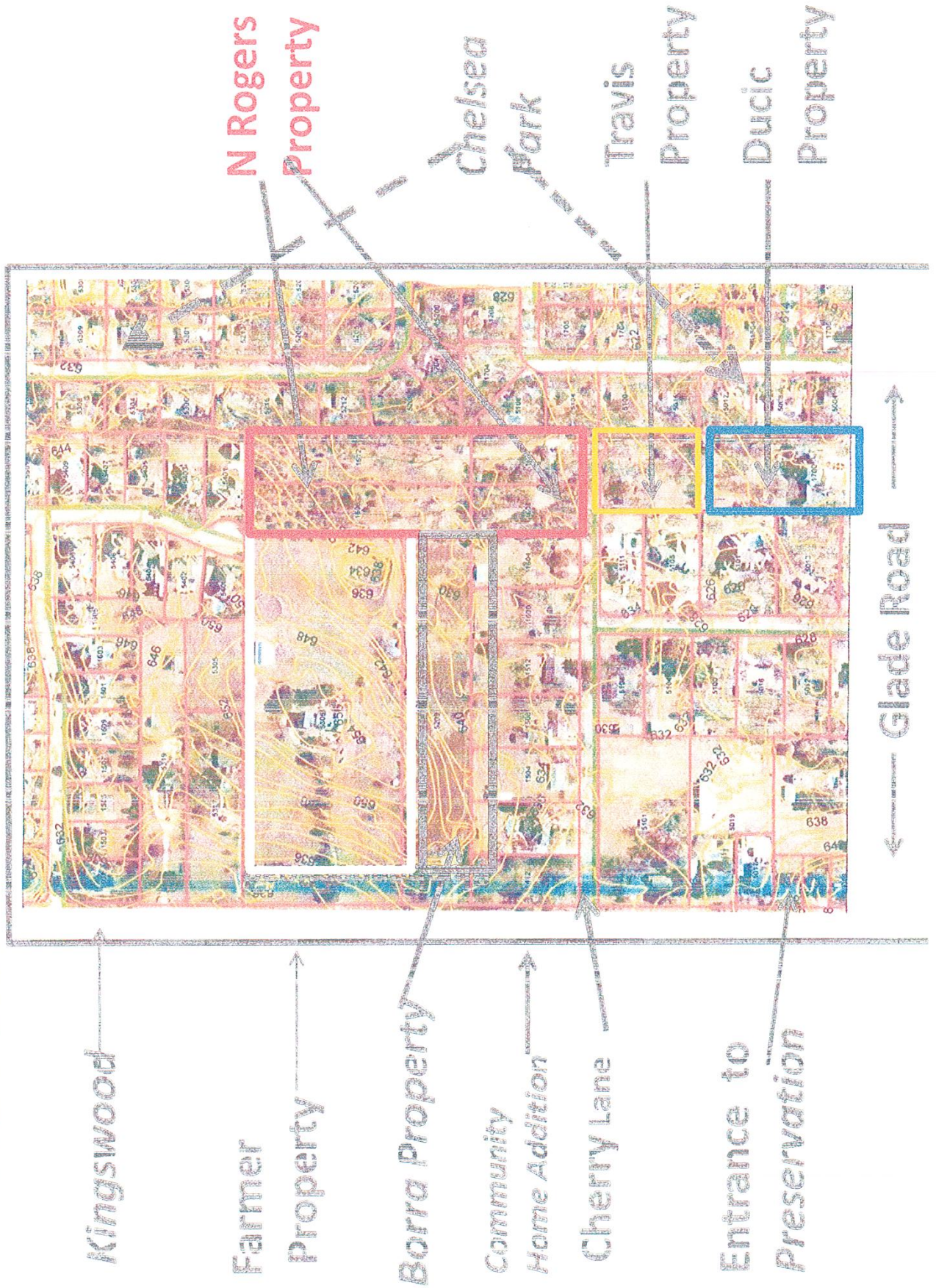
Objections

Issues

- The Bluebonnet watershed: steep elevations and narrow contours = fast stormwater flows
- Topography
 - Steep slope extends from Kingswood through Community Home, Preservation, and Bridges at Riverwalk
- City of Colleyville
 - No areawide comprehensive stormwater plan
 - Enforcement failures, inadequate supervision of construction sites
 - Individual builders and developers not required to deal with actual stormwater flows

Letter of Opposition

East end of Bluebonnet Watershed



Letter of Support

To:

City of Colleyville

Zoning Case: ZC20-027

November 15, 2020

Dear City of Colleyville,

As a Colleyville resident and a neighbor within a 200 feet radius of the 5209 Bluebonnet Dr. property, I'm in favor of the building of four homes on the 4.304 acre tract at 5209 Bluebonnet.

The property owner counts with my full support to develop on his property.

Resident Name: TRAVIS, COLIN

Resident Phone Number: 817-917-0230

Resident Address: 1609 CHERRY LN COLLEYVILLE, TX 76034

Resident Signature: 

Letter of Support

To:

City of Colleyville

Zoning Case: ZC20-027

November 15, 2020

Dear City of Colleyville,

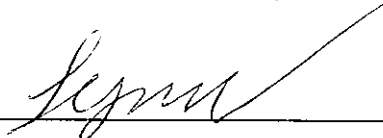
As a Colleyville resident and a neighbor within a 200 feet radius of the 5209 Bluebonnet Dr. property, I'm in favor of the building of four homes on the 4.304 acre tract at 5209 Bluebonnet.

The property owner counts with my full support to develop on his property.

Resident Name: BURAL, LYNN

Resident Phone Number: 817 528 0614

Resident Address: 5104 CHELSEA DR COLLEYVILLE, TX 76034

Resident Signature: 

ORDINANCE O-20-2150

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 4.3 ACRES, FOR TRACTS 2D & 2D3, ABSTRACT 233, DR BLANTON SURVEY, LOCATED AT 5209 BLUEBONNET DRIVE, FROM THE AG AGRICULTURAL DISTRICT TO THE R-30 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a change in zoning on approximately 4.3 acres, for Tracts 2D & 2D3, Abstract 233, DR Blanton Survey, located at 5209 Bluebonnet Drive, from AG Agricultural district to R-30 Single-Family Residential district for 4 single-family detached lots under Case No. ZC20-027; 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 amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning on approximately 4.3 acres, for Tracts 2D & 2D3, Abstract 233, DR Blanton Survey, from AG Agricultural district to R-30 Single-Family Residential district as depicted on the attached as Exhibit "A".

- Sec. 2. 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. 3. THAT the above described tract of land shall be subject to the following conditions:
1. As depicted in the attached Exhibit "A", Exhibit "B", & Exhibit "C".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT 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 1st day of December 2020.

The second reading and public hearing being conducted on the 15th day of December 2020.

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

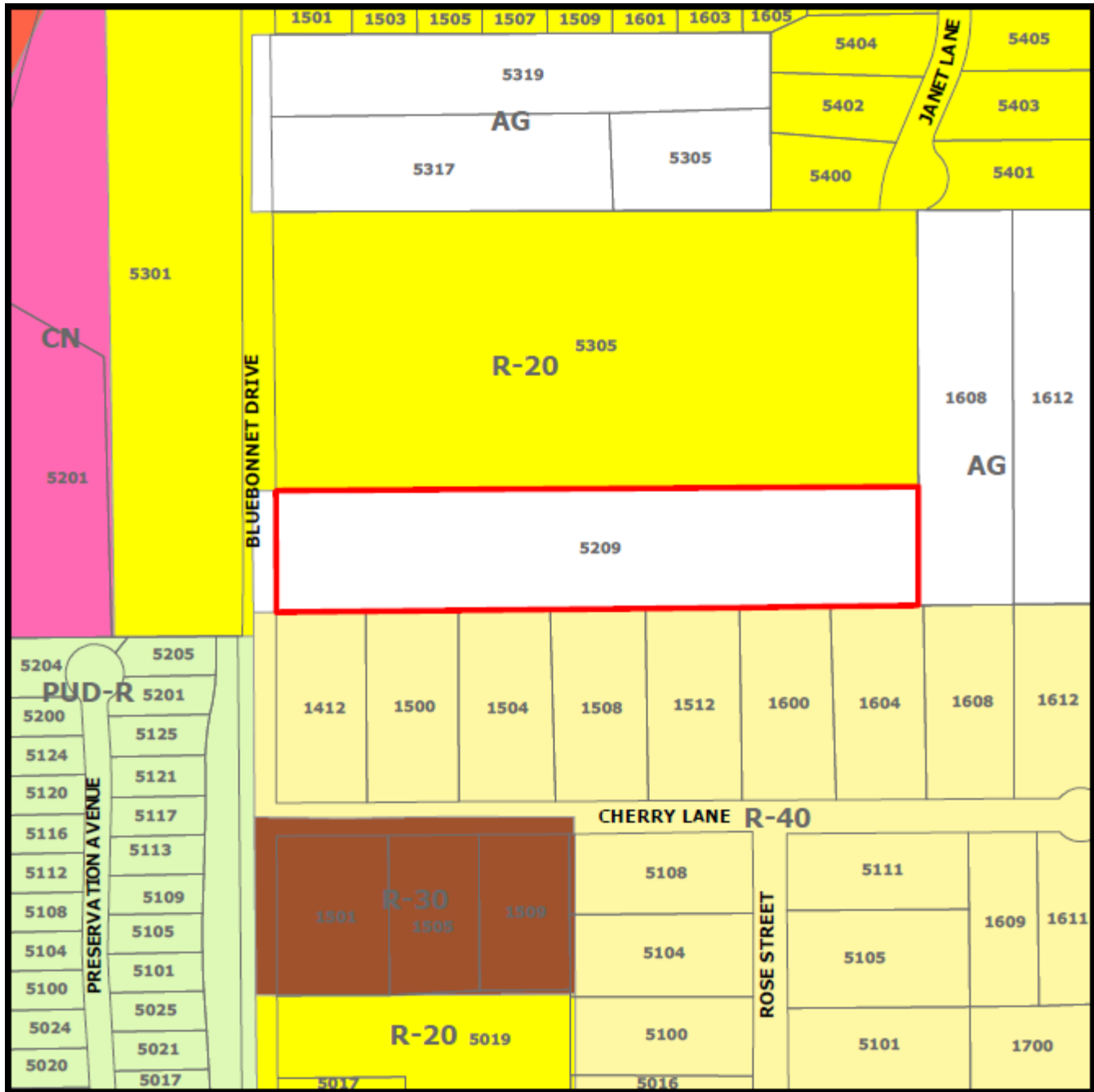
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

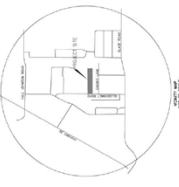
APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map



[illegible]

[illegible]

BLUESHARKNET Pond East DMA Job No. 19359 Countryville, Texas									
Modified Retention Detention Calculations									
Calculations for Proposed Detention Area									
Pond Conditions									
Sub Area	Volume (MG)	1000 ft ³ / MG	C	A (ft ²)	Q (MGD)	Q (MGD)	A (ft ²)	Q (MGD)	Q (MGD)
1	15	26.4	0.5	6.11	11.2	11.2	6.11	11.2	11.2
2	15	26.4	0.5	6.11	11.2	11.2	6.11	11.2	11.2
3	15	26.4	0.5	6.11	11.2	11.2	6.11	11.2	11.2
Final Calculations									
Sub Area	T _{pond} (hr)	T _{pond} (hr)	C	A (ft ²)	Q _{in} (MGD)	Q _{out} (MGD)	Q _{in} (MGD)	Q _{out} (MGD)	Q _{in} (MGD)
1	15	2.08	0.5	6.11	1.09	6.1	1.09	6.1	6.1
2	15	2.08	0.5	6.11	1.09	6.1	1.09	6.1	6.1
3	15	2.08	0.5	6.11	1.09	6.1	1.09	6.1	6.1
Composite C =									0.68
Composite C =									0.68

Future Conditions					
Sea Area	T_s (mm)	t_{max} (years)	C	A (m)	Q_{10} (th)
	15	7.50	0.60	4.84	23.2

[illegible]

DRAINAGE SUMMARY			
AREA	ACRE	"C"	Tc (MINUTES)/100 IN/1 HOUR Q.100 (CFS)
E1	4.13	0.3	15
E2	0.85	0.3	15
E3	0.79	0.3	15
O5	1.69	0.3	15
P1	2.47	0.6	15
P2	0.68	0.6	15
P3	0.75	0.6	15
			7.98
			2.0
			1.9
			4.0
			11.8
			3.0
			7.98
			3.3

THESE CONSTRUCTION PLANS WERE PREPARED
UNDER THE RESPONSIBLE SUPERVISION OF
TONY F. KRAUSKA, LICENSED PROFESSIONAL
ENGINEER NO. 54779

PLANS FOR REVIEW ONLY 11.10.2020

DRAINAGE PLAN
5209 BLUEBONNET
4.304 ACRES
D.R.BLASTON SURVEY ABSTRACT 233
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS
DAA NO. 19039

OWNER
VIJAY BORRA & KIRANMANI YALANAMCHILI
826 MANCO COURT.
COPELL, TEXAS 75019
(972) 219-4987
VIJAYBORRA AND COM

ENGINEER

TONY KRAUSKA
DOWNEY ANDERSON & ASSOCIATES, INC.
522 VILLAGE CREEK DRIVE, SUITE 200
PLANO, TEXAS 75093
(972) 931-0694
TKRAUSKA@DAA-CIVIL.COM

Exhibit “C”- Statement of Planning Objectives

5209 BLUEBONNET

REQUEST FOR ZONING CHANGE FROM AG TO R-30

OCTOBER 12, 2020

Statement of Planning Objectives: The intent is to transition between the existing R-40 zoning along Cherry Lane to the existing R-20 zoning to the north, by creating a single street cul-de-sac with only 4 lots meeting the requirements of the R-30 zoning. Detention would be provided so that there would be no increase in flow onto the neighboring lots on Cherry Lane.

Development Schedule: Upon zoning approval, we anticipate moving immediately into Preliminary plat, construction documents and final plat within the following 12 months

Proposed Ownership: Vijay Borra currently owns the property and he intends on developing the property

Utility Provisions: Utilities appear to be available on Bluebonnet and service would be provided from there

Economic Development Information: We anticipate custom homes to be constructed

Traffic Impact Analysis: None provided for only 4 lots



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 12/1/2020

Number Ordinance O-20-2127

Type Ordinance

Department Community Development

Title

Consideration for a Special Use Permit for a day care center on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-015

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading & Public Hearing

The item was removed from the table and presentation made to the Council. Remaining questions/concerns include: noise from adjacent parking lot, building articulation, moving the trash enclosure, and the traffic (drop off & pick up) pattern. The item was tabled to the November 17, 2020 City Council meeting.

The City has not received any noise complaints stemming from Crème de la Crème.

UPDATE 10/30/2020: The applicant has provided revised plans with the following changes: 1) shortened the fire lane to accommodate all playgrounds in front of the building; 2) Revised the building plans to relocate the entrance to the north façade and to add a tower feature in the front corner; 3) added additional landscaping along the rear property line and to the front of the building; and 4) designed the playground fencing to include masonry columns where visible from the main drive within the development.

Additionally, notices (letters, emails, & phone calls) were provided to the adjacent property owners who have attended previous meetings making them aware of the intent to remove the item from the table for discussion and possible action.

This item remained tabled at the September 1, 2020, September 15, 2020, October 6, 2020, and October 20, 2020 meetings.

This item was tabled at the August 18, 2020 meeting.

The applicant was present at the first reading and spoke on the item. One resident spoke during the public hearing in opposition. Discussion topics included existing zoning, building materials, the playground areas in front of the building, proximity to

the residential uses, and drainage.

First Reading and Public Hearing

Stephen Brown, the applicant, has submitted a request for a Special Use Permit (SUP) to allow for a Day Care Center at 6412 and 6416 Colleyville Boulevard. The subject property is zoned PUD-C Planned Unit Development- Commercial district. A Day Care Center is only allowed in the office and commercial districts with the approval of an SUP.

Existing Conditions/Background: The subject property is currently known as the Winding Creek Development and is developed as an office park with the Montclair Wedding Venue. Commercial retail uses are permitted on properties adjacent to Colleyville Boulevard. Per the attached site plan, landscaping and elevation exhibits, the proposed business would construct a 10,000 s.f. day care center.

Proposed Zoning Change:

Request – The applicant requests an SUP for a Day Care in the PUD-C Planned Unit Development-Commercial zoning district.

The minimum standards for the PUD-C zoning district, which are applicable to this request are as follows:

1. General

a. The purpose of this PUD-C is for office and retail uses.

b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

3. Permitted and Prohibited Uses

a. The following land uses shall be permitted within the Planned Unit Development:

1. All office uses allowed in the Land Development Code.

4. Buildings and Site Plan Approval

a. The total square footage of all office buildings constructed within this development be allowed as follows:

1. General Office: Maximum Square Footage: 34,515

b. All office buildings shall contain no more than one-story unless mixed with retail

uses.

c. All buildings constructed as part of this development that do not have frontage along State Highway 26 shall be generally consistent with the building elevation designs, attached as Exhibit "C".

6. Lighting

a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.

7. Landscaping, buffering and open space

b. A 15 foot landscape buffer shall be maintained along the western boundary of the development where it is adjacent to residential properties. Additionally, the landscape buffer shall contain 43 wax myrtles planted on 15 foot centers. The required buffer shall be installed prior to the issuance of the certificate of occupancy for any new structures.

c. A 25 foot building setback shall be maintained along the entire western property line where it is adjacent to residential properties.

9. Fences and Screening

a. A minimum eight (8) foot masonry screening fence shall be constructed along the entire western property line adjacent to residential properties prior to the issuance of the certificate of occupancy for any new structures.

10. Other

b. For any building not fronting on State Highway 26, the hours of operation shall not exceed 6:30 a.m. to 6:30 p.m. Monday – Friday.

Surrounding Development: The property to the north and east are zoned PUD-C Planned Unit Development - Commercial and is unimproved lots within the Winding Creek development. The property to the south is zoned AG Agricultural and is unimproved. Properties to the west are zoned R-20 Single Family Residential and are improved with single family homes.

Proposed Business: Per the attached Statement of Planning Objectives the proposed name of the business is "Kiddie Academy Day Care". The business is expected to have 30 staff and 190 students at full capacity. The business will operate a "Kiddie Academy Day Care" that focuses on learning, creativity, compassion, and character. The proposed use is compatible with the surrounding zoning because it will add a

convenient and aesthetically pleasing mix of neighborhood services.

Ordinance – Chapter 3 (Land Use) of the Land Development Code identifies the purpose of a Special Use Permit as:

"The purpose of a Special Use Permit is to allow a use not normally allowed in a zoning district, which could be of benefit in a particular case to the general welfare, provided adequate development standards and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood."

Analysis Existing and Proposed – The Special Use Permit request up for consideration is consistent with the land uses located on the subject property and the governing zoning district. Although residential adjacency exists to the west (Kingston Subdivision), the proposal does not appear to be of a nature anticipated to adversely impact the adjacent residential properties.

Changes from Previous Proposal: The building location has been shifted to the west with a setback from the property line of 25 feet. The playgrounds previously were located behind the building to the west and are now located on the east side, or front, of the building. The previous tree preservation plan indicated nine trees being removed. Due to the shifting of the building, two additional trees are proposed to be removed for a total of 11 trees. A photometric plan has been included with the current proposal which indicates the planned development would be in compliance with the PUD-C Ordinance in that the foot candles at the property lines do not exceed 0.5 foot candles.

Hours of Operation: The applicant is proposing to amend the PUD-C Ordinance to allow for the hours of operation of the business to not exceed:

- 6:30 am to 6:30 pm daily Monday - Friday

Parking: The attached site plan identifies 45 parking spaces provided for the day care. The Land Development Code does prescribe a specific number of parking spaces for the proposed land use of 1 parking space per 5 pupils, plus a drop-off and pick up area. Utilizing this ratio, 38 parking spaces will be required for the proposed day care facility. Sufficient parking is proposed for the site.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development as part of the Colleyville Boulevard Corridor. The proposed SUP does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1000 feet of the subject property regarding

this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the Special Use Permit. The proposed zoning change is generally consistent with the City's comprehensive plan. Additionally the request is consistent with the land uses located on the subject property and the governing zoning district.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval with the recommendation that speed limit signs be placed on the property and that the applicant work with the surrounding property owners to resolve any drainage issues at their July 13, 2020 meeting by a vote of 4-2.

Financial Impact

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

Recommendation

Approve

Attachments

1. Revised Site Exhibits
2. KIDDIE ACADEMY PRESENTATION November 2 2020 - 10.27.2020
3. Aerial Map
4. Zoning Map
5. Future Land Use Map
6. Statement of Planning Objectives
7. Business Plan
8. Previous Site Plan
9. Site Plan - Revised
10. Building Elevations
11. Tree Preservation and Landscape Plan
12. Drainage and Grading Plan
13. Photometric Plan
14. Kiddie Academy Sound Study Summary
15. Notification Map
16. Notification List
17. Property Owner Notification
18. Letters of Opposition
19. Ordinance O-20-2127

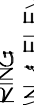


CTRONIC (AUTOCAD) FILES INCLUDING
CHITECTURAL, STRUCTURAL, FIRE
TECTION, HVAC, PLUMBING, & ELECTRICAL,
NOT BE MADE AVAILABLE FOR USE BY
GENERAL CONTRACTOR OR THE
GENERAL CONTRACTOR'S SUBCONTRACTORS,
EXCEPT FOR THE FIRE PROTECTION
CONTRACTOR WITH A PAYMENT OF \$200 /
SHEET

CONTRACTORS SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS. CONTRACTORS AND SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLETE REVIEW ITEMS INCLUDING ALL TRADES ARE PLACED THROUGHOUT THE SET OF DRAWINGS. NO "TABS" FOR MISSED ITEMS IN OTHER SECTIONS WILL BE PERMITTED. THE CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT OF ANY AMBIGUITY, INCONSISTENCY OR ERROR WHICH THEY DISCOVER UPON EXAMINATION OF THE CONTRACT DOCUMENTS, THE SITE OR LOCAL CONDITIONS. DO NOT SCALE DRAWINGS, USE DIMENSIONS PROVIDED ON DRAWINGS.

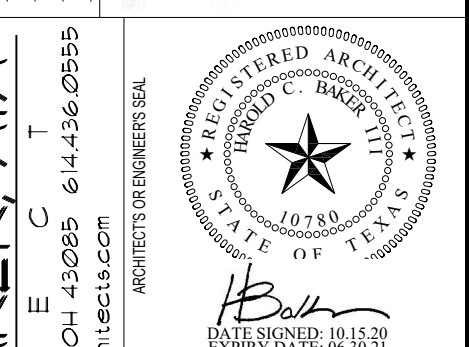
THIS DOCUMENT IS RELEASED FOR THE SOLE PURPOSE OF OWNER REVIEW, PERMITTING, & BIDDING UNDER THE AUTHORITY OF HAROLD BAKER, AIA ON 01/27/2020. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES UNTIL PERMITS ARE ISSUED.

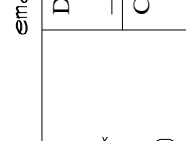
[illegible]

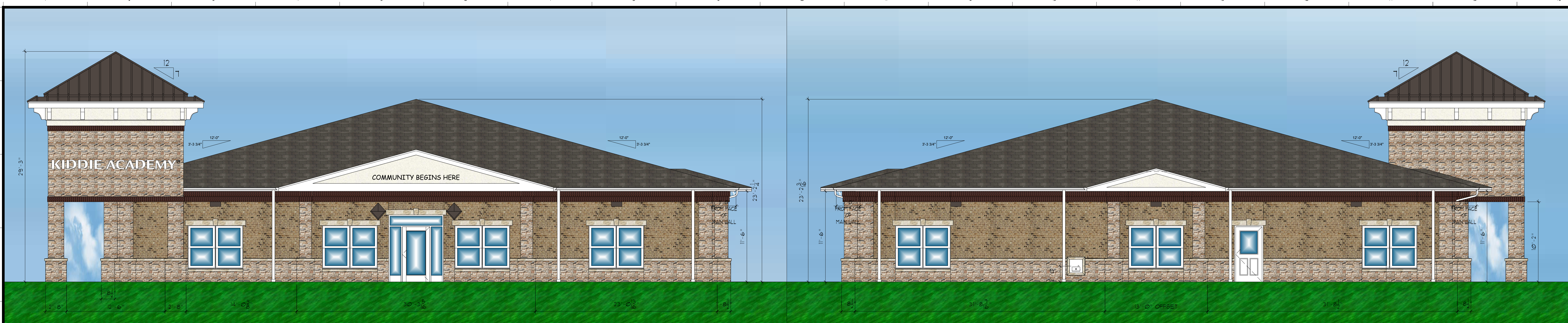
KIDDIE  **ACADEMYSM**
EDUCATIONAL CHILD CARE

6412 & 6416 Collegeville BOULEVARD
Collegeville, TX 76034

66600 ☐ CONSTRUCTION
REUSE COLOR RECEIVING ☐
11100 ☐ RECYCLE COLOR RECEIVING ☐
☐ COVER REUSE PLAN 1 & 2 ☐



A	R	C	H	I	T
613 High Street, Ste. 204, Washington, email: Bob@Architect.com					
Drawn By: <u>CAD</u> Checked By: <u>LCB</u> Project Number: <u>70002</u> Scale: <u>AS NOTED</u>					
					
EXTERIOR ELEVATIONS RENDERING					



LI | FRONT ELEVATION

A101	SCALE 3/16" = 1'-0"
------	---------------------



AI01	SCALE 3/16" = 1'-0'
------	---------------------



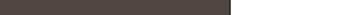
G1 | RIGHT ELEVATION (NOT SEEN FROM ROAD)

A101	SCALE 3/16" = 1'-0"
------	---------------------



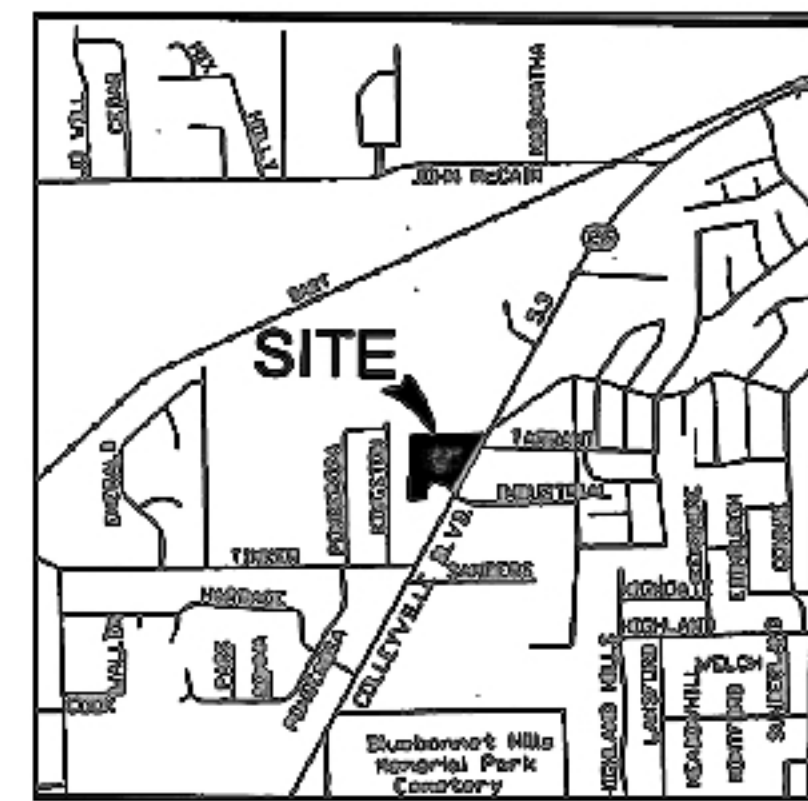
C1	LEFT ELEVATION
----	----------------

A101	SCALE 3/16" = 1'-0"
------	---------------------

DARK BRONZE FINISH WALL PACKS		PRE-CAST STONE SILL		STUCCO #1 DRYVIT #102 BRITE WHITE, SANDPEBBLE FINE FINISH		CHEROKEE BRICK - MISSISSIPPI BERKLEY WITH IVORY MORTAR		ASPHALT SHINGLE ROOFING GAF - WEATHERED WOOD		GUTTERS & DOWNSPOUTS WHITE		STONE WAINSCOTING		DOORS & WINDOWS - WHITE	
-------------------------------------	---	------------------------	---	--	---	---	---	--	---	----------------------------------	---	-------------------	---	----------------------------	---

AI	LEGEND
----	--------

A101	SCALE NTS
------	-----------



- ## L.2



KIDDIE
ACADEMY®
EDUCATIONAL CHILD CARE

SOUND STUDY

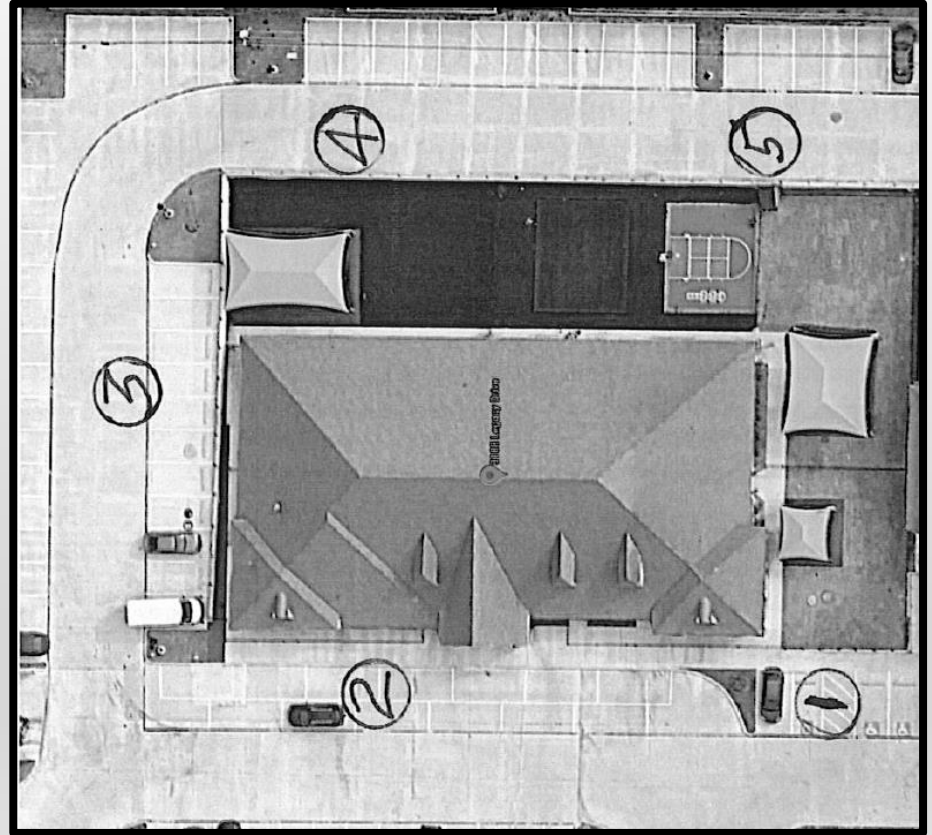
SOUND STUDY RESULTS

Comparison of an existing Kiddie Academy in Frisco, TX and the future Colleyville, TX Kiddie Academy location.

Building size and site design are similar between locations.

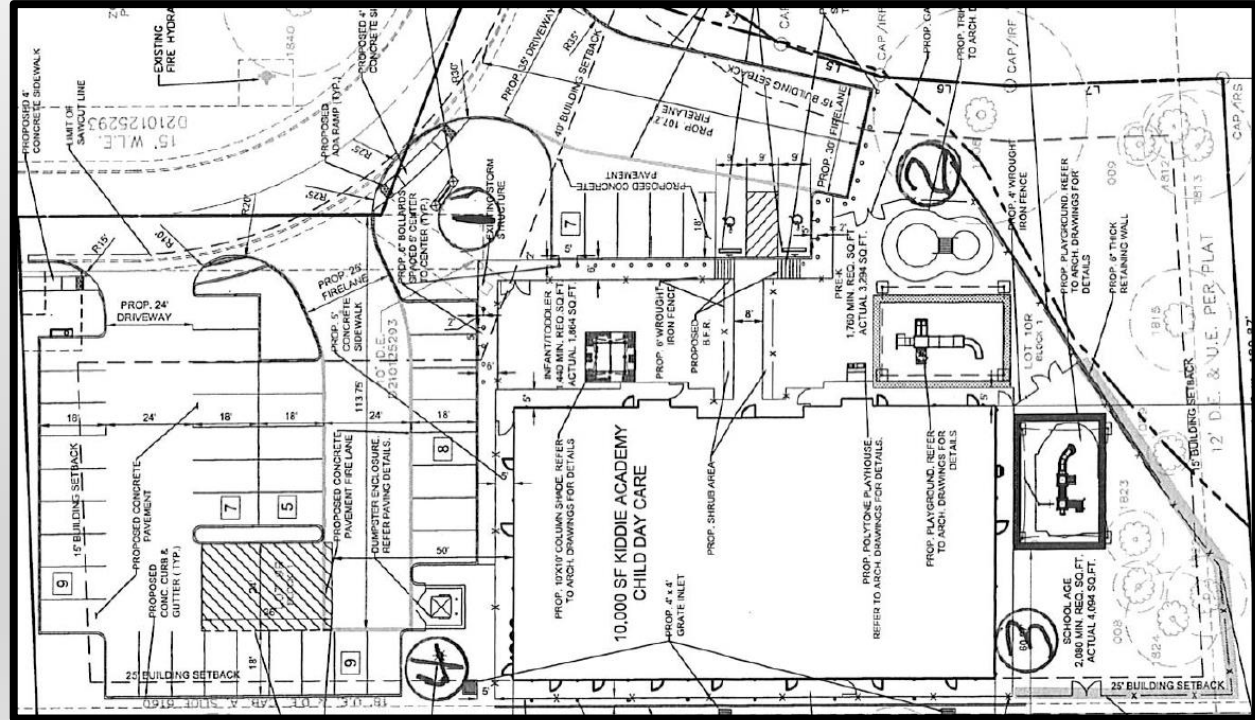
SOUND STUDY RESULTS

- 5 areas around the Frisco building were tested.
- Children were on all three playgrounds during the test period.
- Sound levels at the Frisco and Colleyville sites are similar.



SOUND STUDY RESULTS

- 5 areas around the future building were tested.
- Sound levels at the Frisco and Colleyville sites are similar even though no current building exists in Colleyville.
- From the study engineer – “we would not anticipate any objectionable source increase from the Colleyville facility operation to the west of the planned building”.
- From the study engineer – “the existence of new building between the adjacent houses and Colleyville Road may block or reduce that road noise”.



SITE PLAN AND BUILDING REVISIONS

[illegible][illegible]

- **Front of the building is on the north side.**
- **Playgrounds are now on the east side of the building.**
- **Dumpster is moved per neighbor's request.**
- **Tower is added on the NE corner of the building to match buildings within the area.**
- **Additional landscape added at the NE corner, monument sign, and around the dumpster to enhance the visual quality of the project.**

PREVIOUS BUILDING ELEVATION

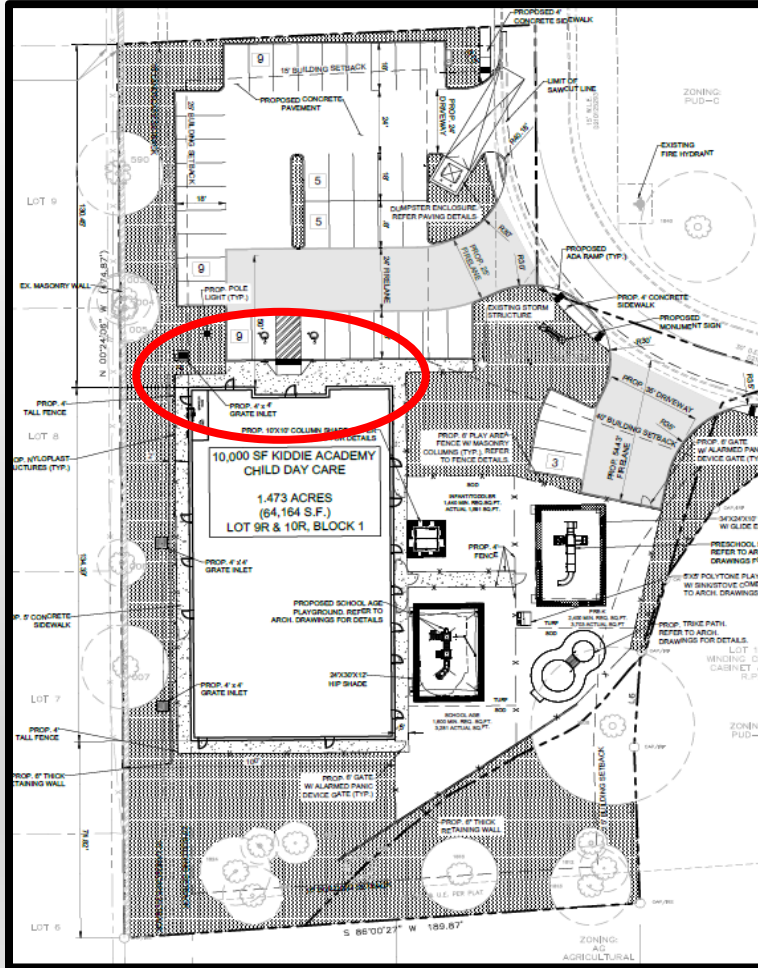


REVISED BUILDING ELEVATION



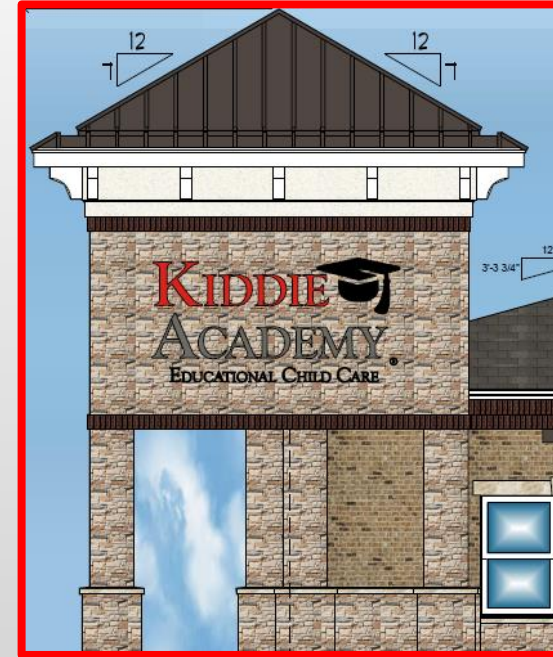
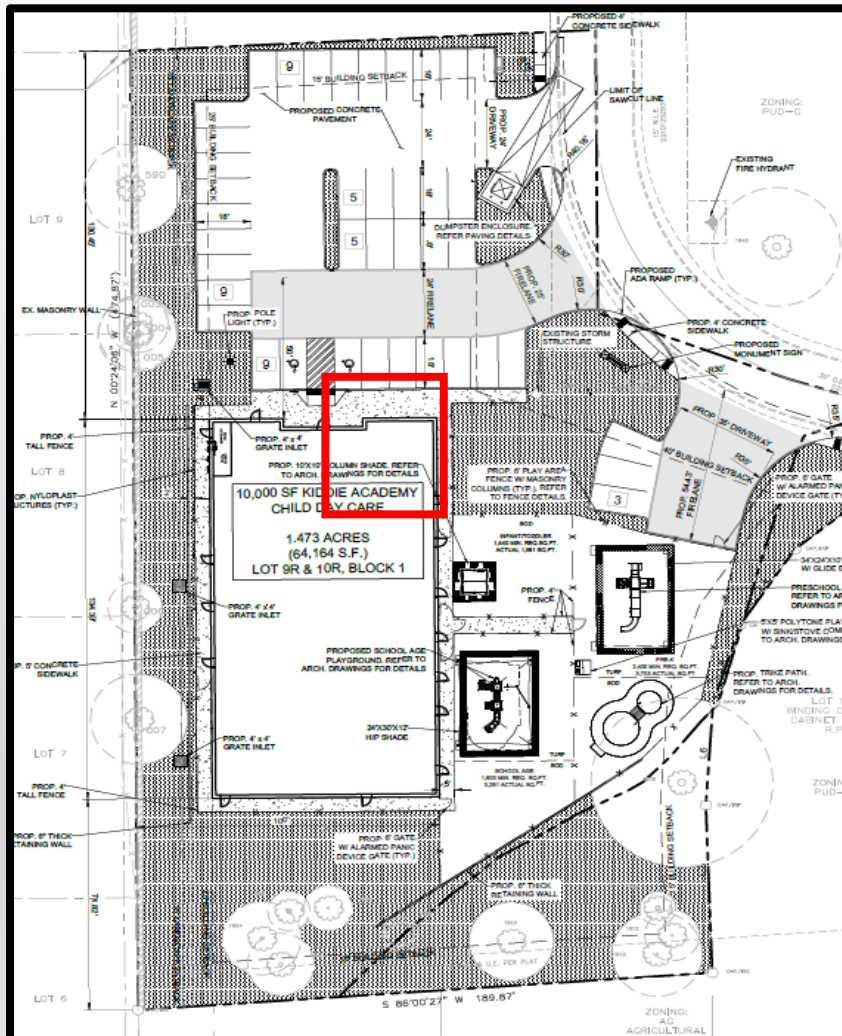
- Elevation materials changed as requested to enhance the quality of the building.
- Brick and rock utilized versus stucco. Similar to an existing development across Highway 26.
- Corner tower added on the NE corner to match buildings within the area.

REVISED SITE PLAN CHANGES



- Front of the building is on the north side.

REVISED SITE PLAN CHANGES

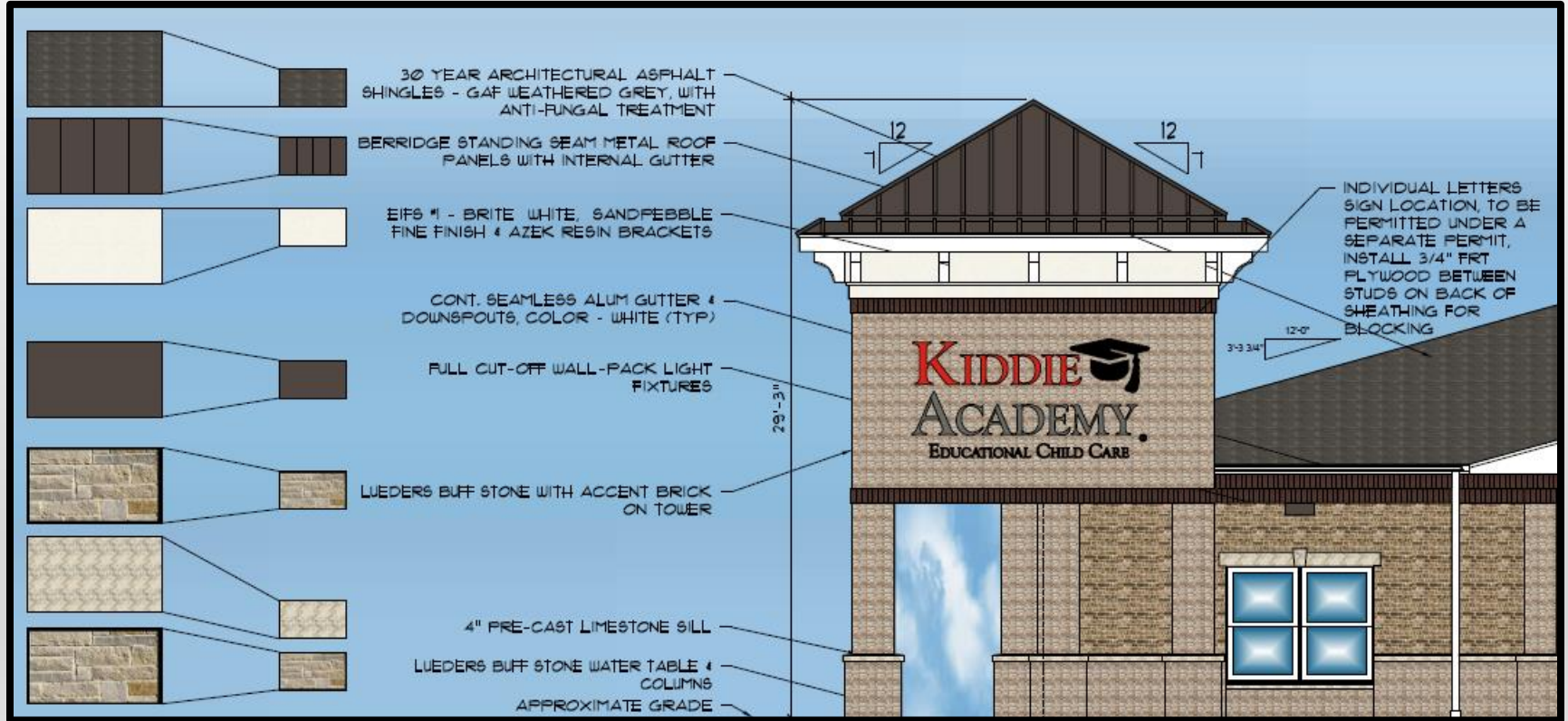


- Tower is added on the NE corner of the building to match buildings within the area.

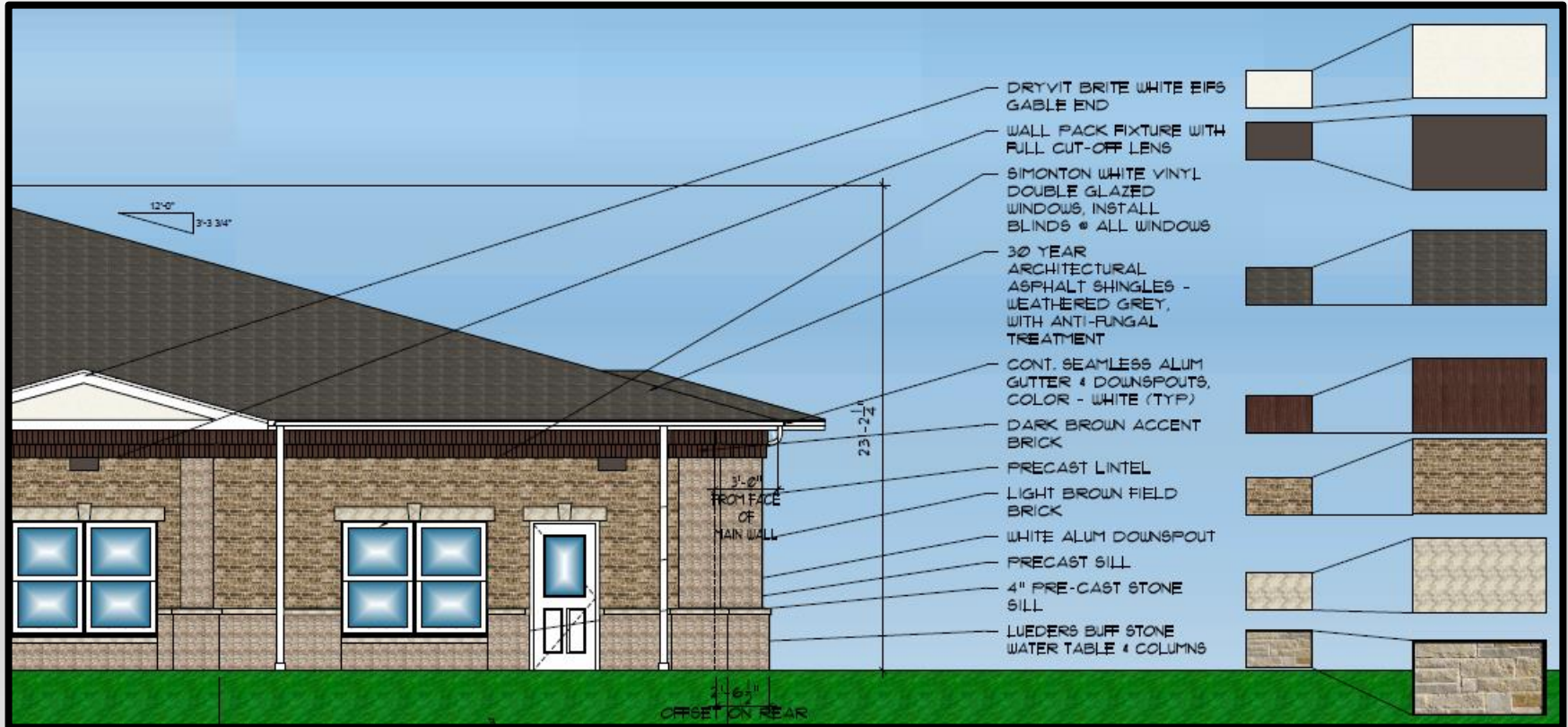
REVISED BUILDING ELEVATION



REVISED BUILDING ELEVATION



REVISED BUILDING ELEVATION



The site plan illustrates the proposed layout for a 10,000 SF Kiddie Academy Child Day Care facility. The main building is a rectangular structure with a central entrance and several smaller rooms. To the left of the building is a large parking area with 10 spaces. To the right is a playground area with a central structure and surrounding play equipment. The site is bounded by Lot 9 to the north, Lot 8 to the east, Lot 7 to the south, and Lot 6 to the west. The plan includes various annotations for proposed features such as concrete sidewalks, ramps, and fences. A red circle highlights the central area of the site, encompassing the building and the adjacent parking and playground areas. The plan also shows existing features like a fire hydrant and a storm structure. The overall site area is 1.473 acres (64,164 S.F.).

- **Playgrounds are now on the east side the building, not in front or back of the building. Further away from the neighbor's homes.**

SHADE STRUCTURES & PLAYGROUND EQUIPMENT EAST SIDE OF THE BUILDING

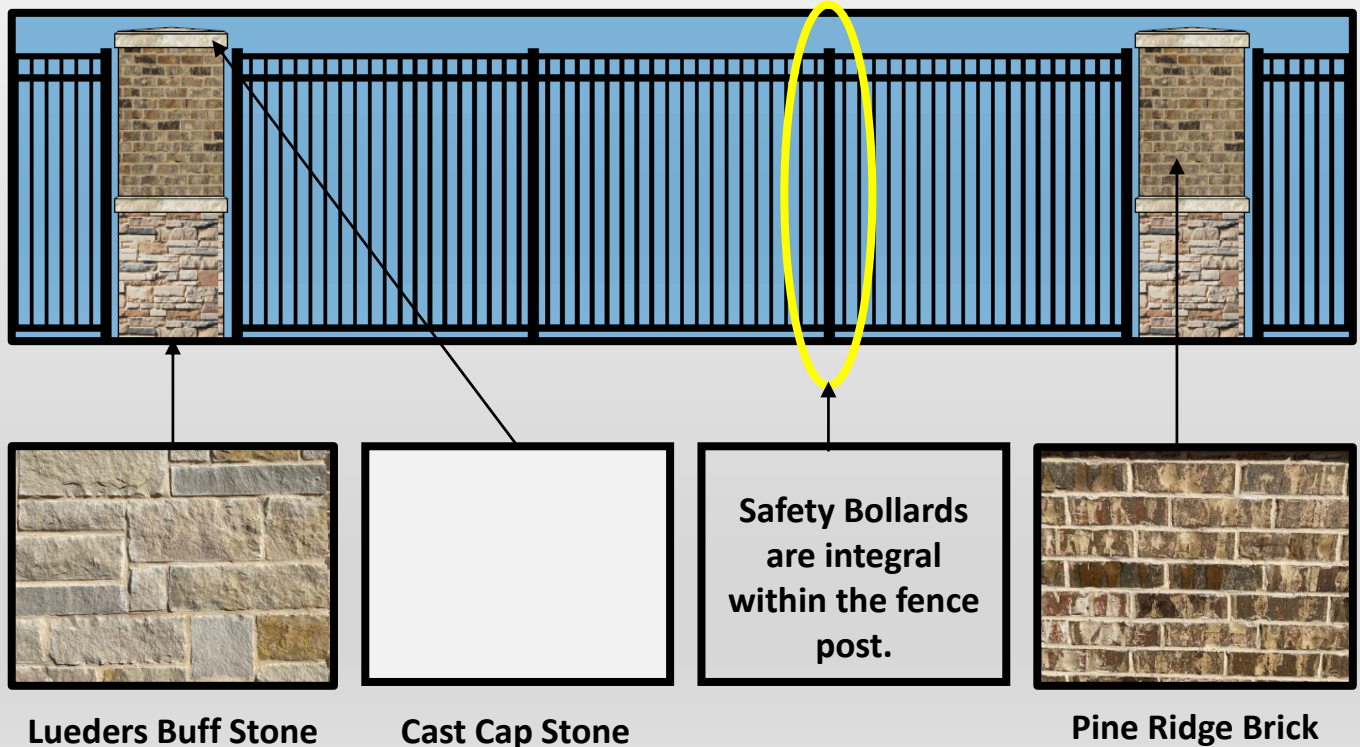


- Shade structures are now on the east side of the building – not in front or back of the building.
- Color to be determined and coordinated with the city.

PROPOSED FENCING WITH COLUMNS

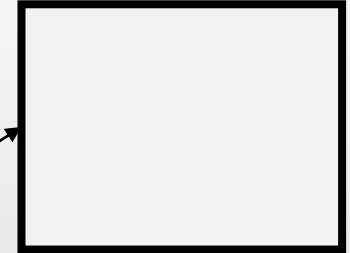
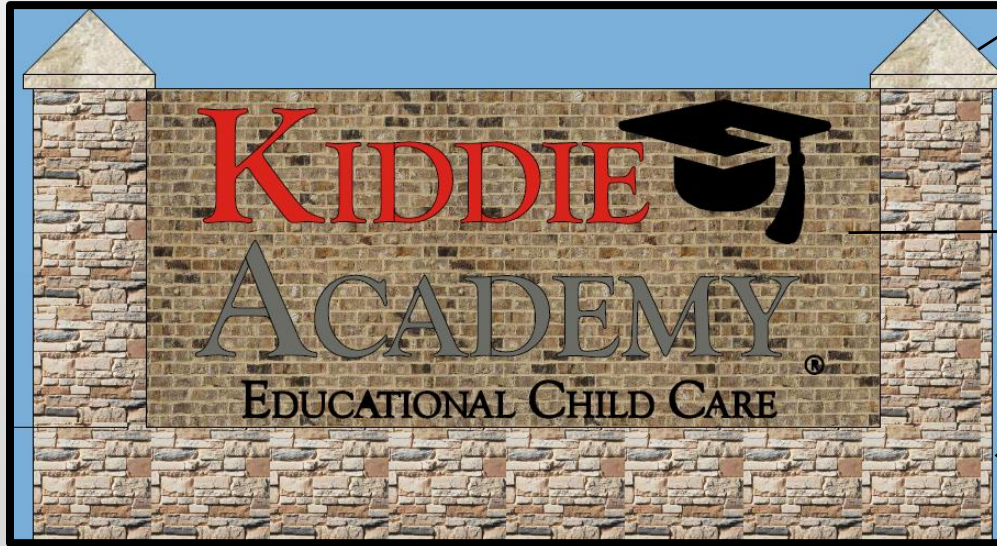
- City requested upgraded fence with masonry columns to match the building elevations. Stone base with brick upper tier column.

- Fence sections are 12' to 18' between columns depending on site location.



PROPOSED MONUMENT SIGN

- Proposed monument sign with masonry columns to match the building elevations. Stone base with brick inset.
- Sign to incorporate individual letters, not a panel system.
- Size to be determined



Cast Cap Stone



Pine Ridge Brick

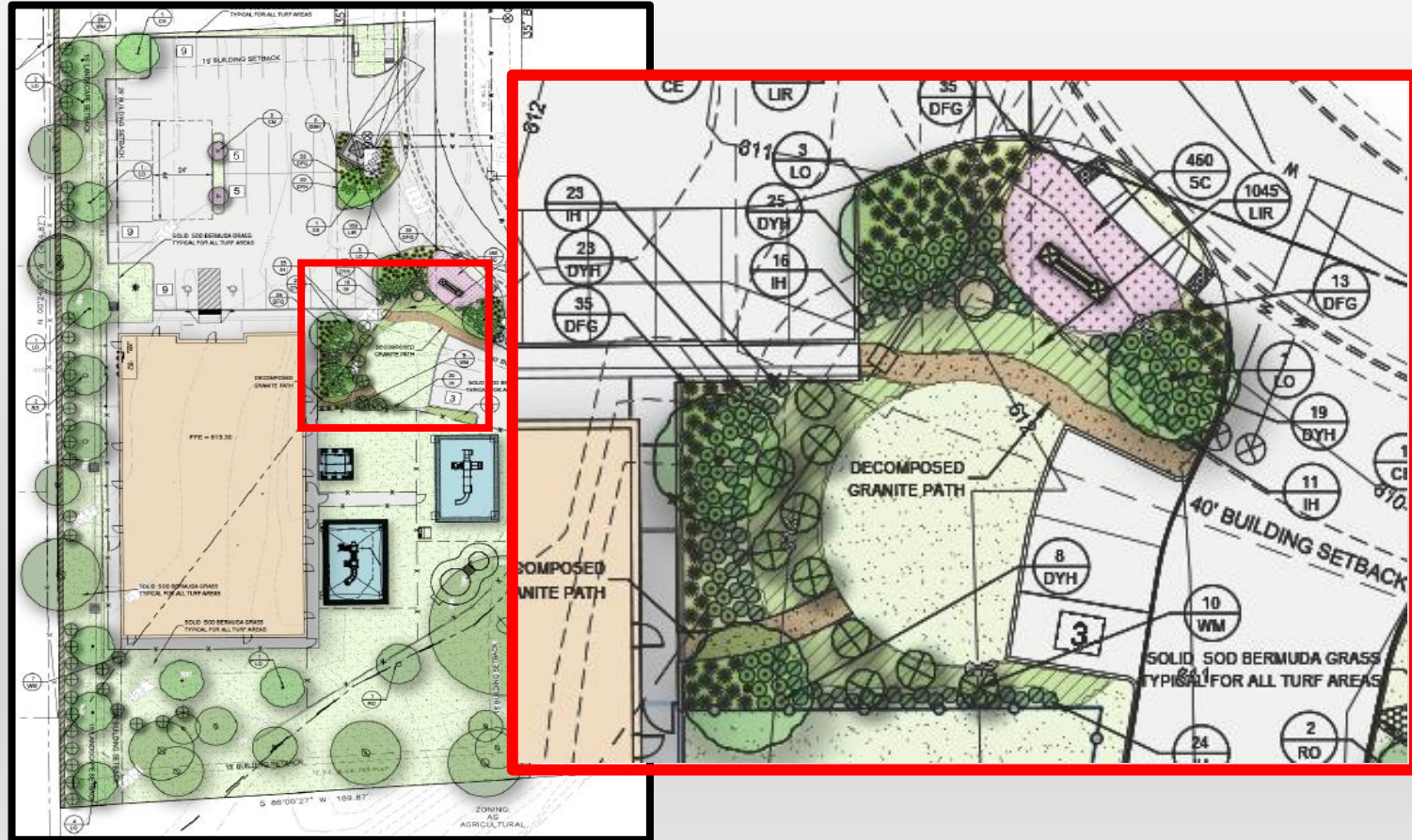


Lueders Buff Stone



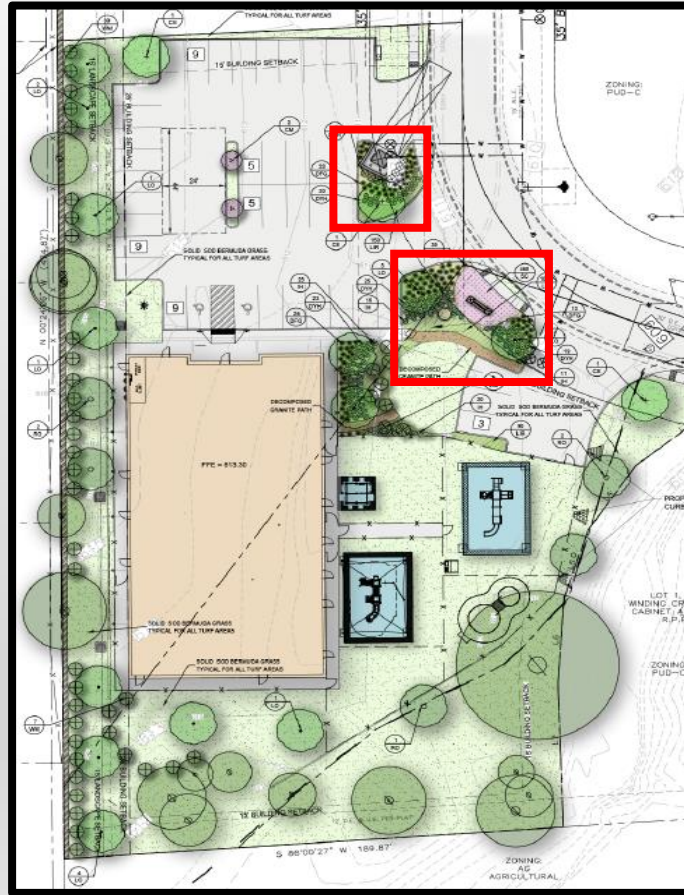
UPGRADED LANDSCAPE CALL OUTS

- Substantial landscape plantings and granite pathway added to the NE corner of the building.



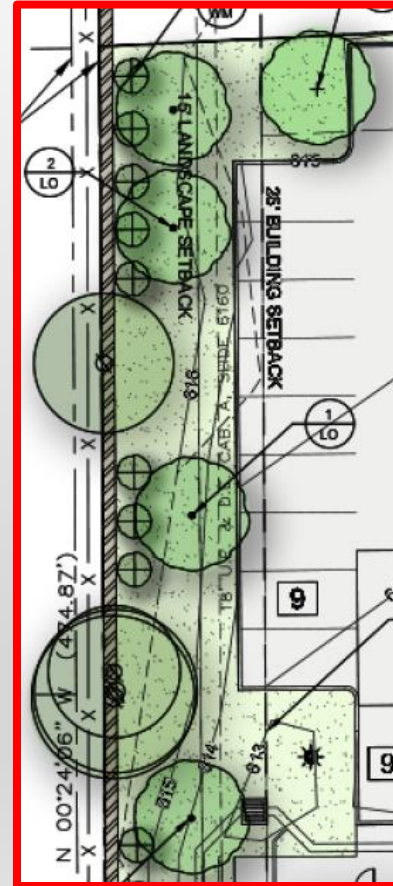
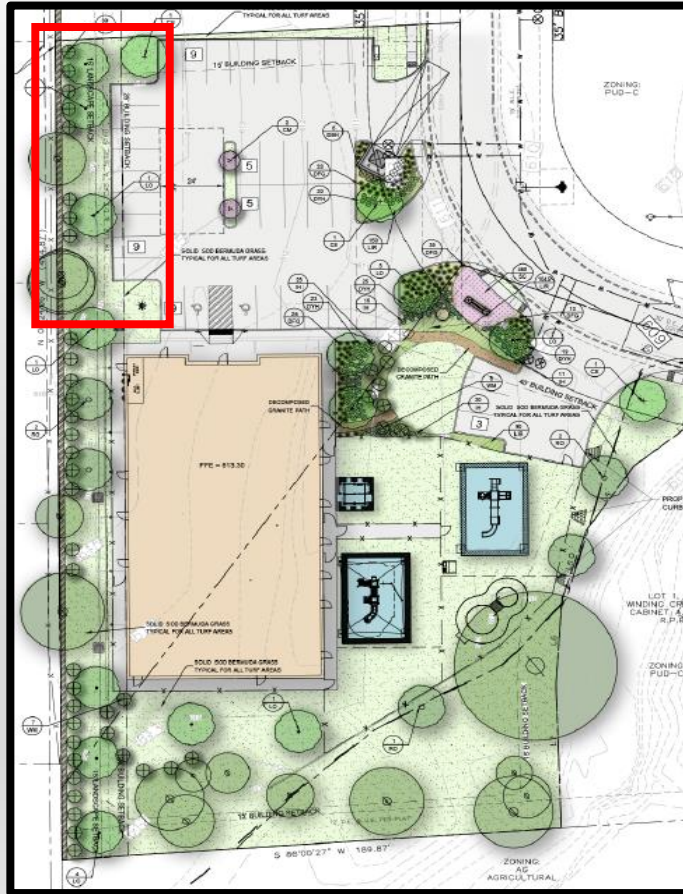
UPGRADED LANDSCAPE CALL OUTS

Additional landscaping added around the monument sign and dumpster depot.



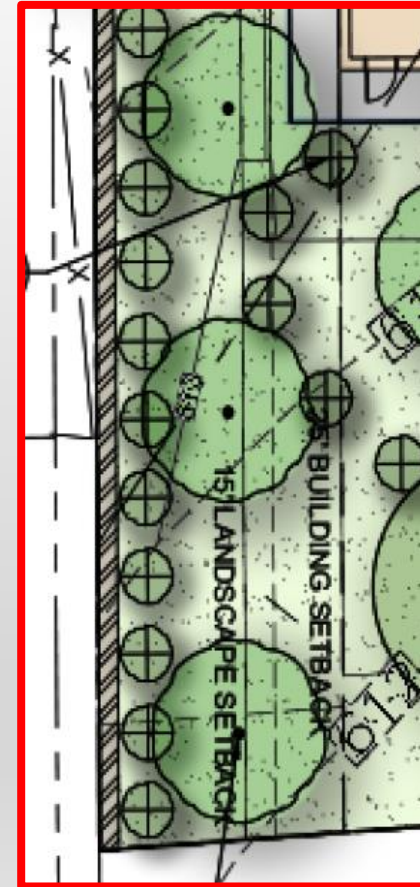
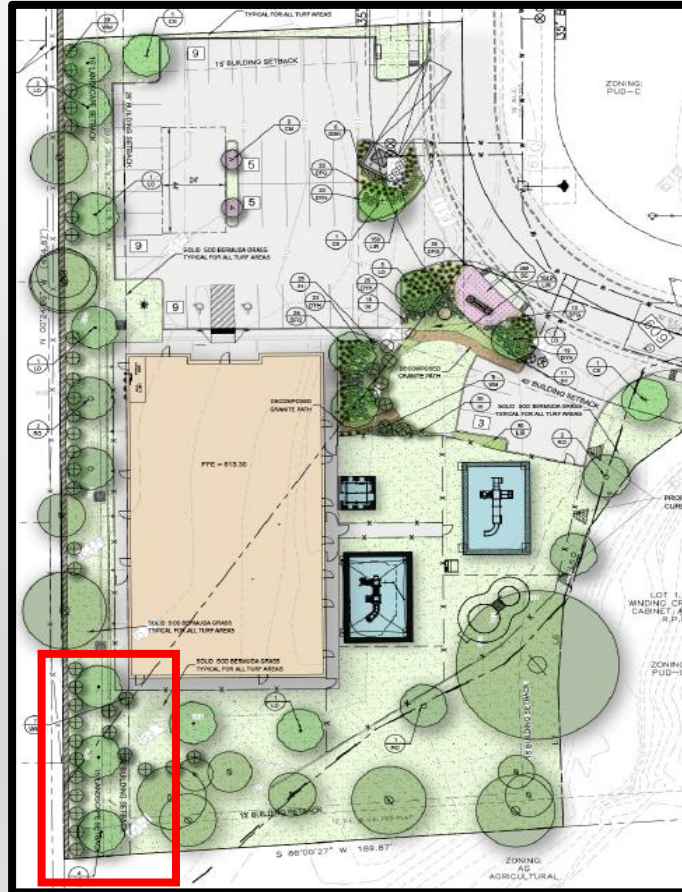
UPGRADED LANDSCAPE CALL OUTS

- Additional trees added on the northwest fence area per neighbor's request.



UPGRADED LANDSCAPE CALL OUTS

Additional trees and shrubs added on the southwest fence area to add additional visual quality to the property.

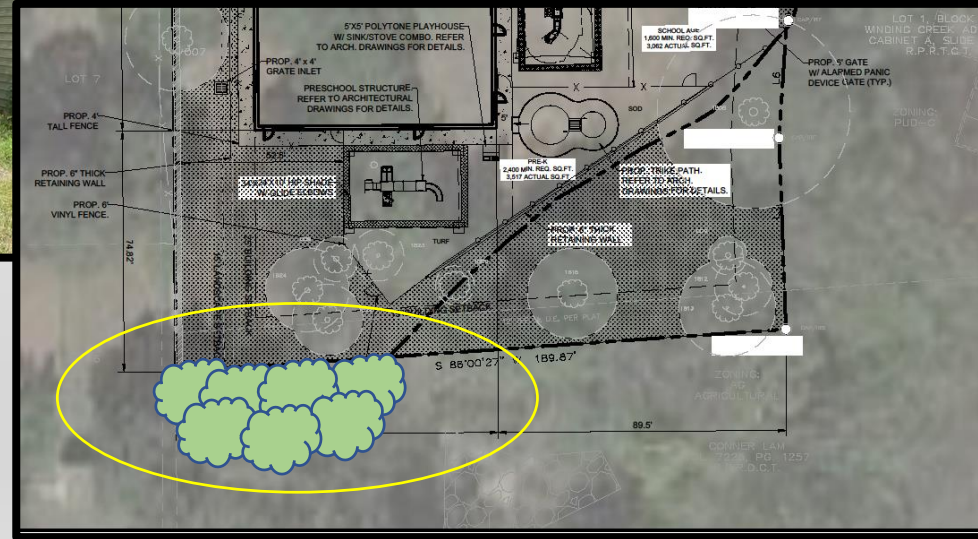


SOUTH & SOUTHWEST PROPERTY EXISTING TREES & BRUSH

Existing trees and brush help to divide the neighbor's property from the preschool and will maintain the natural environment.

These materials will not be removed.

Aerial photo at the bottom is the southern portion of the lot. Shows tremendous existing vegetation.



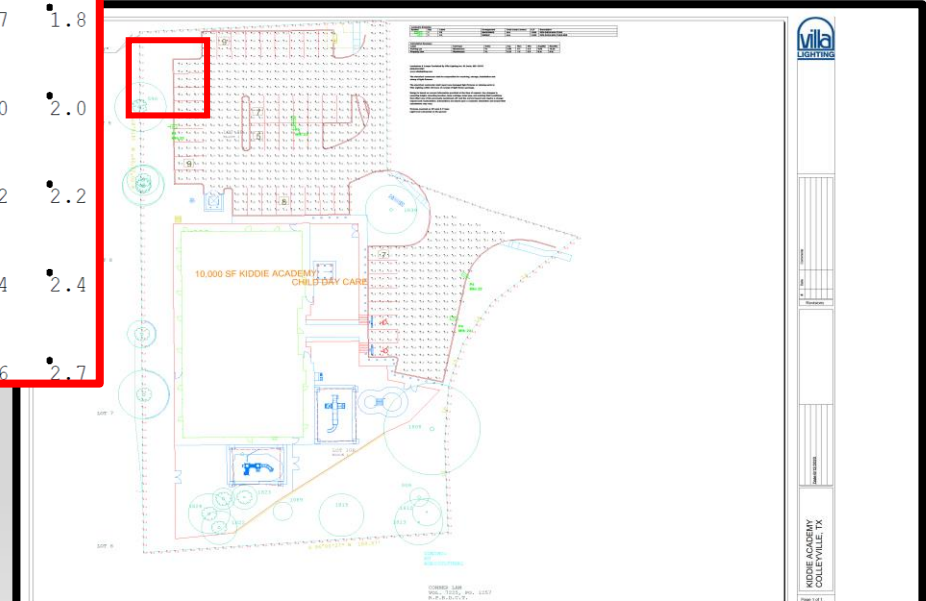
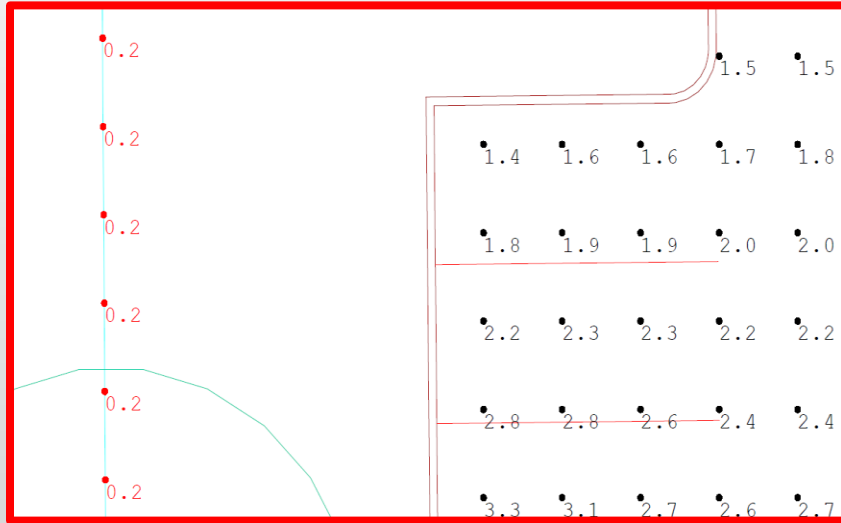
SOLID VINYL FENCING ON SOUTH & SOUTHWEST CORNER OF PROPERTY

- Solid vinyl fencing provided on the south and southeast corner of the playground to help reduce potential noise.
- This could be used on the south property line instead.



PHOTOMETRICS PLAN

- Lighting at the property line is minimal at 0.2-foot candles versus city code of 0.5-foot candles.



QUESTIONS & COMMENTS

Aerial Map



ZC20-015

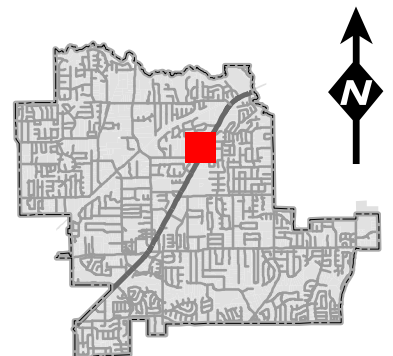
6412-6416 Colleyville Blvd

DISCLAIMER:

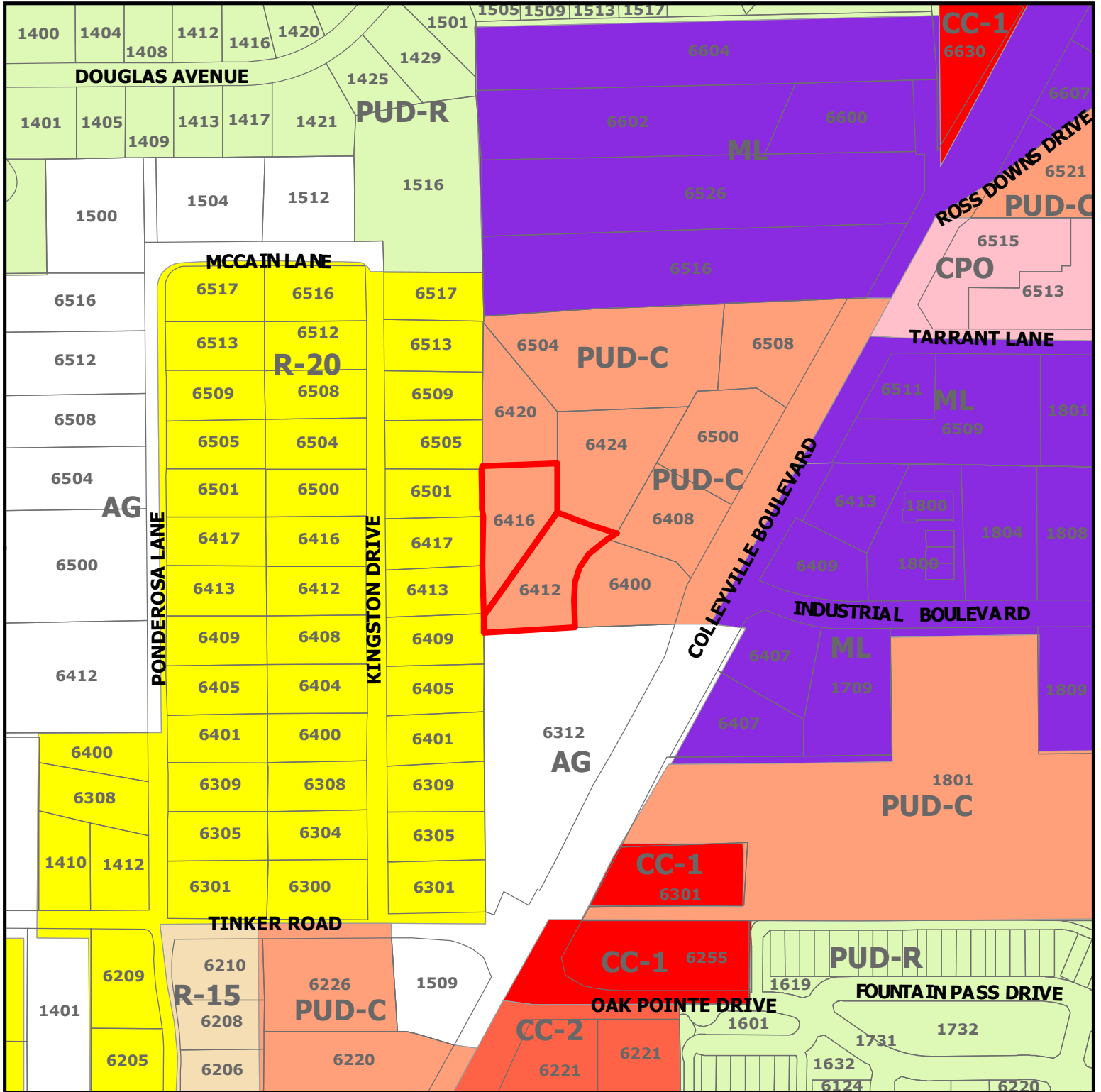
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



ZC20-015

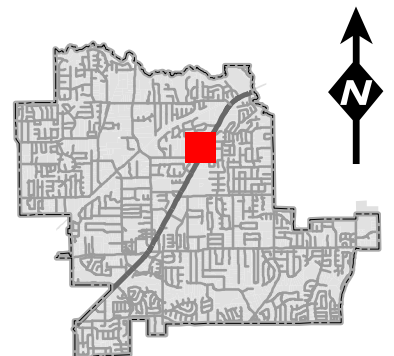
6412-6416 Colleyville Blvd

DISCLAIMER:

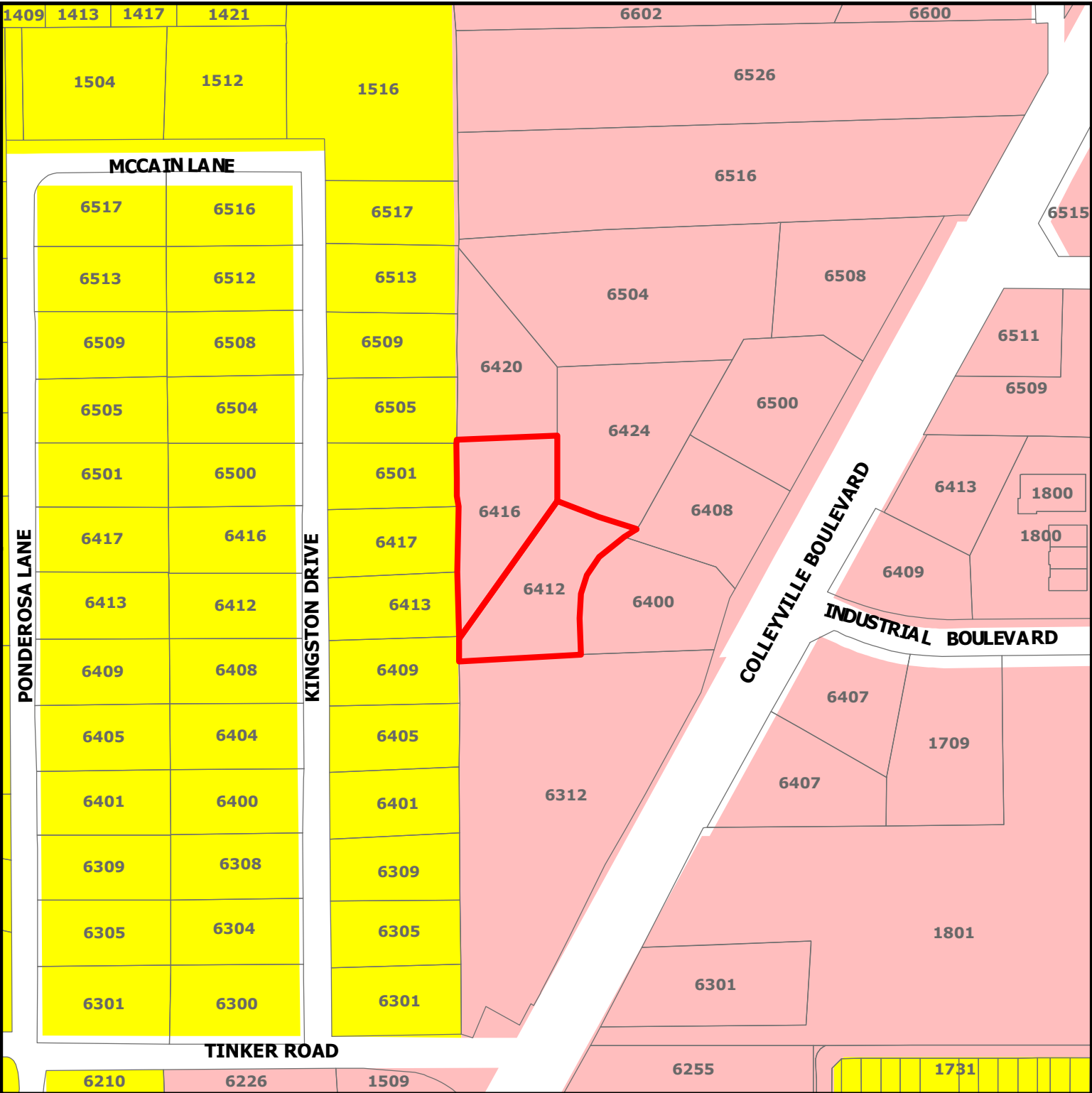
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Future Land Use Map

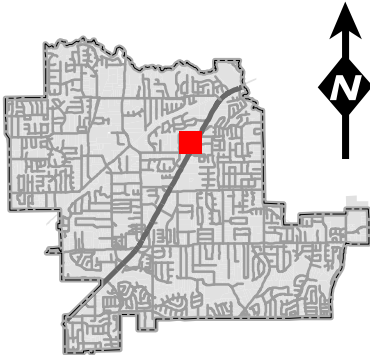


ZC20-015

6412-6416 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
-  Residential
-  Colleyville Blvd Corridor



Statement of Planning Objectives



T: 469.331.8566 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 W McDermott Drive, Suite 110, Allen, TX 75013

State of Planning Objectives

The purpose of the special use permit application is to request for Kiddle Academy Day Care service on Lot 9R & 10R, Block 1, WindingCreek Addition. Kiddle Academy is an educational child care provider that focuses on learning, creativity, compassion, and character. Shaping and inspiring children for the future always have been a critical part of the Kiddle Academy vision. The Kiddle Academy cares for, educates, and encourages its children to do more and be more.

The provided site plan complies with the city of Colleyville ordinance. The proposed use is compatible with the surrounding zoning because it will add a convenient and aesthetically pleasing mix of neighborhood services. Adequate vehicular and pedestrian circulation has been providing throughout the site. Proper fire safety accommodations have been provided. Off-street parking for the Kiddle Academy has presented at one space per faculty plus one space per 5 children. Stacking will not be an issue as parents will be required to park in a parking space and enter the building to sign children in and out. The proposed landscape has been shown to meet screening requirements and enhance the overall site aesthetics.

Development Schedule

The Kiddle Academy anticipates estimated to start construction on August 2020. The grand opening day projected on August 2021.

Bussiness Plan

PROPOSED KIDDIE ACADEMY® OF COLLEYVILLE



05/05/2020

Bussiness Plan

Kiddie Academy of Colleyville TX

OPERATIONAL INFORMATION

Days of Operation:	Monday thru Friday
Hours of Operation:	6:30 AM - 6:30 PM
Holiday Closings:	6 Major Holidays
Square Footage:	10,000 sq/ft

Bussiness Plan

OUTDOOR PLAY AREA

- Total playground square footage: **9,252** square feet
- Play area divided into a minimum of three separate play areas for safety.
- Infant/toddler area approximately: **1,864** square feet
- Pre-school play area approximately: **3,294** square feet, and
- School age play area approximately **4,094** square feet
- Children will have outdoor play twice a day.
- Outdoor play schedules will rotate in accordance with program scheduling (see below). This proposed play schedule is provided for illustrative purposes only and is subject to change based upon age groups.

Infant/Toddler Playground Schedule

- The largest infant/toddler group size at any given time would be **47** children allowing **80** square feet per child.

Morning

Staff/Child Ratio	Age Group	Time Schedule
1:4	Infant	10:00 - 10:30 AM
1:9 max	toddler	10:30 - 11:00 AM
1:11	2 years	11:00 - 11:30 AM

Afternoon

Staff/Child Ratio	Age Group	Time Schedule
1:4	Infant	3:00 - 3:30 PM
1:9 max	toddler	3:30 - 4:00 PM
1:11	2 years	4:00 - 4:30 PM

Pre-School and School Age Playground Schedule

- The largest group size at any given time would be **48** children allowing **80** square feet per child.

Morning

Staff/Child Ratio	Age Group	Time Schedule
1:15	3 years	9:30 - 10:00 AM
1:18	4 years	10:00 - 10:30 AM
1:22	5 years	10:30 - 11:00 AM

Afternoon

Staff/Child Ratio	Age Group	Time Schedule
1:15	3 years	3:00 - 3:30 PM
1:18	4 years	3:30 - 4:00 PM
1:22	5 years	4:00 - 4:30 PM

Bussiness Plan

TRAFFIC FLOW

CAPACITY

190

PARENT PARKING

DROP OFF AM

Time	Children Drop Off	Cumulative Children	Number of Cars	Time	Children Drop Off	Cumulative Children	Number of Cars
6:30 - 6:40	4	4	3	8:00 - 8:10	17	99	12
6:40 - 6:50	6	10	4	8:10 - 8:20	17	116	12
6:50 - 7:00	6	15	4	8:20 - 8:30	15	131	11
7:00 - 7:10	8	23	5	8:30 - 8:40	13	144	9
7:10 - 7:20	10	32	7	8:40 - 8:50	13	158	9
7:20 - 7:30	11	44	8	8:50 - 9:00	13	171	9
7:30 - 7:40	11	55	8	9:00 - 9:30	10	181	7
7:40 - 7:50	13	68	9	9:30 - 10:00	6	186	4
7:50 - 8:00	13	82	9	10:00 - 10:30	4	190	3

PICK-UP PM

Time	Children Pick up	Cumulative Children	Number of Cars	Time	Children Pick up	Cumulative Children	Number of Cars
3:00 - 3:10	2	188	1	4:40 - 5:00	13	110	9
3:10 - 3:20	4	184	3	5:00 - 5:10	15	95	11
3:20 - 3:30	4	181	3	5:10 - 5:20	15	80	11
3:30 - 3:40	5	176	3	5:20 - 5:30	17	63	12
3:40 - 3:50	5	171	3	5:30 - 5:40	17	46	12
3:50 - 4:00	6	165	4	5:40 - 5:50	17	29	12
4:00 - 4:10	8	158	5	5:50 - 6:00	11	17	8
4:10 - 4:20	10	148	7	6:00 - 6:10	8	9	5
4:20 - 4:30	11	137	8	6:10 - 6:20	6	4	3
4:30 - 4:40	13	124	9	6:20 - 6:30	4	0	3

PARENT AND STAFF PARKING

TOTAL (AM)

Time	# of Staff at Academy	Total Cars (Staff & Parents)*		Time	# of Staff at Academy	Total Cars (Staff & Parents)*
6:30 - 6:40	2	5		8:00 - 8:10	13	23
6:40 - 6:50	3	7		8:10 - 8:20	15	25
6:50 - 7:00	4	8		8:20 - 8:30	16	25
7:00 - 7:10	5	10		8:30 - 8:40	18	25
7:10 - 7:20	6	12		8:40 - 8:50	19	26
7:20 - 7:30	7	14		8:50 - 9:00	21	27
7:30 - 7:40	8	15		9:00 - 9:30	22	26
7:40 - 7:50	10	18		9:30 - 10:00	22	24
7:50 - 8:00	11	19		10:00 - 10:30	23	23

*Considers 15% of Staff do not park a car at the Academy

Mid-day	Total Projected Cars*
10:30 - 3:00	20

TOTAL (PM)

Time	# of Staff at Academy	Total Cars (Staff & Parents)*		Time	# of Staff at Academy	Total Cars (Staff & Parents)*
3:00 - 3:10	24	25		4:40 - 5:00	13	22
3:10 - 3:20	23	25		5:00 - 5:10	11	22
3:20 - 3:30	23	25		5:10 - 5:20	10	20
3:30 - 3:40	22	25		5:20 - 5:30	8	20
3:40 - 3:50	20	23		5:30 - 5:40	6	18
3:50 - 4:00	19	23		5:40 - 5:50	4	16
4:00 - 4:10	18	23		5:50 - 6:00	3	11
4:10 - 4:20	17	24		6:00 - 6:10	2	7
4:20 - 4:30	16	24		6:10 - 6:20	2	5
4:30 - 4:40	15	24		6:20 - 6:30	2	5

*Considers 15% of Staff do not park a car at the Academy

Bussiness Plan

TRAFFIC FLOW RESULTS

Drop off / Pick up Schedules of Children

- Approximately **115** parent cars are projected during peak drop off (7:00 – 9:00 AM) in intervals of 10 minutes.
- Approximately **104** parent cars are projected during peak pick up (4:00 – 6:00 PM) in intervals of 10 minutes.
- Approximately 1/3 of children enrolled in program are 2 sibling households.

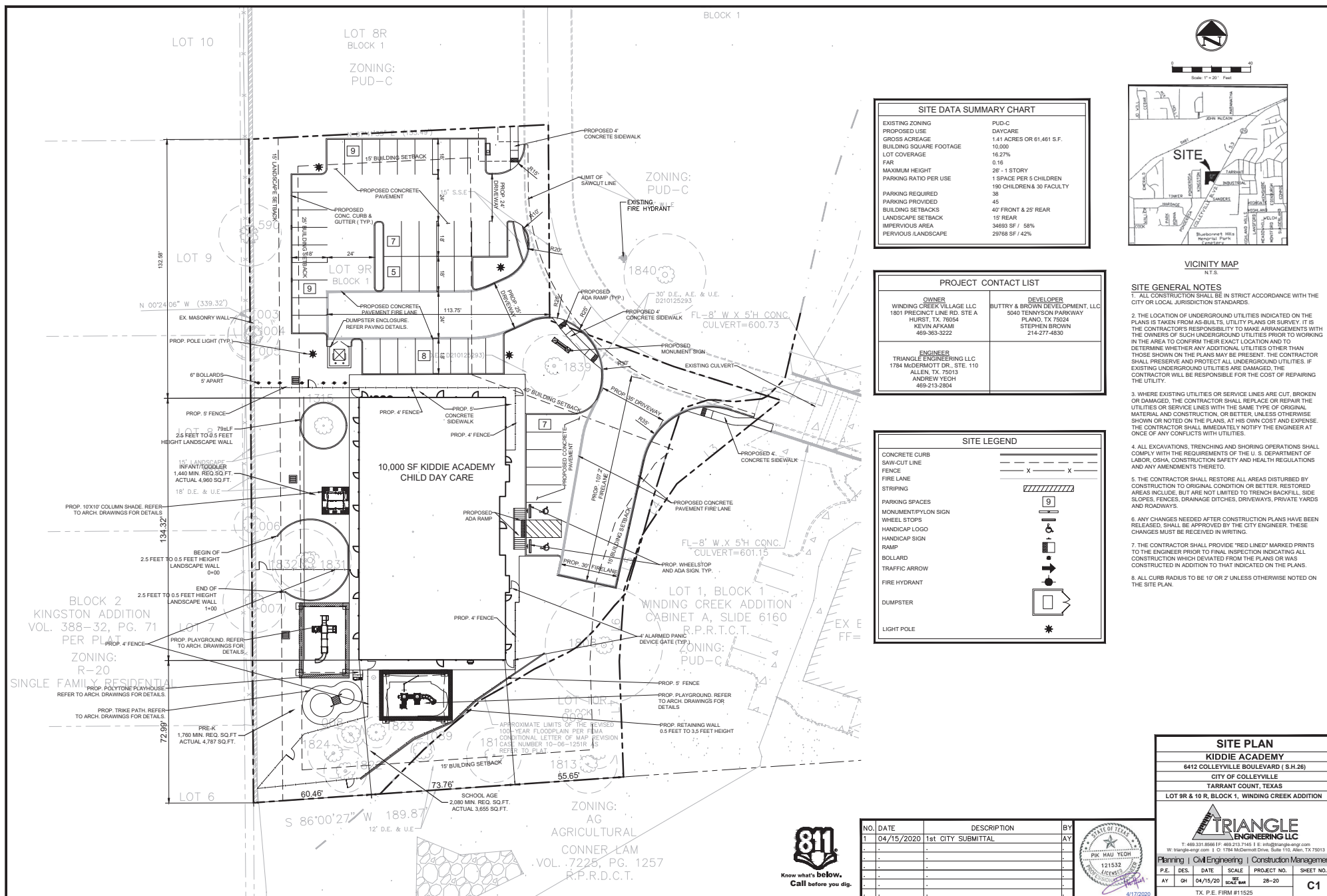
Staff Parking

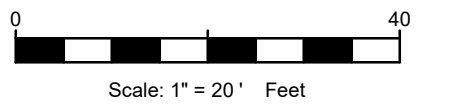
- A maximum of **17** teachers and two (2) administrators (part time food service personnel and director) are planned to maintain staff/child ratios and management of the academy throughout the day. This equates to a total of **19** staff members.
- Approximately 15% of staff is dropped off at the academy or has another means of transportation to the academy.

Total Projected Parking

- The projected total number of parent and staff cars for any period of time is **27**

Site Plan



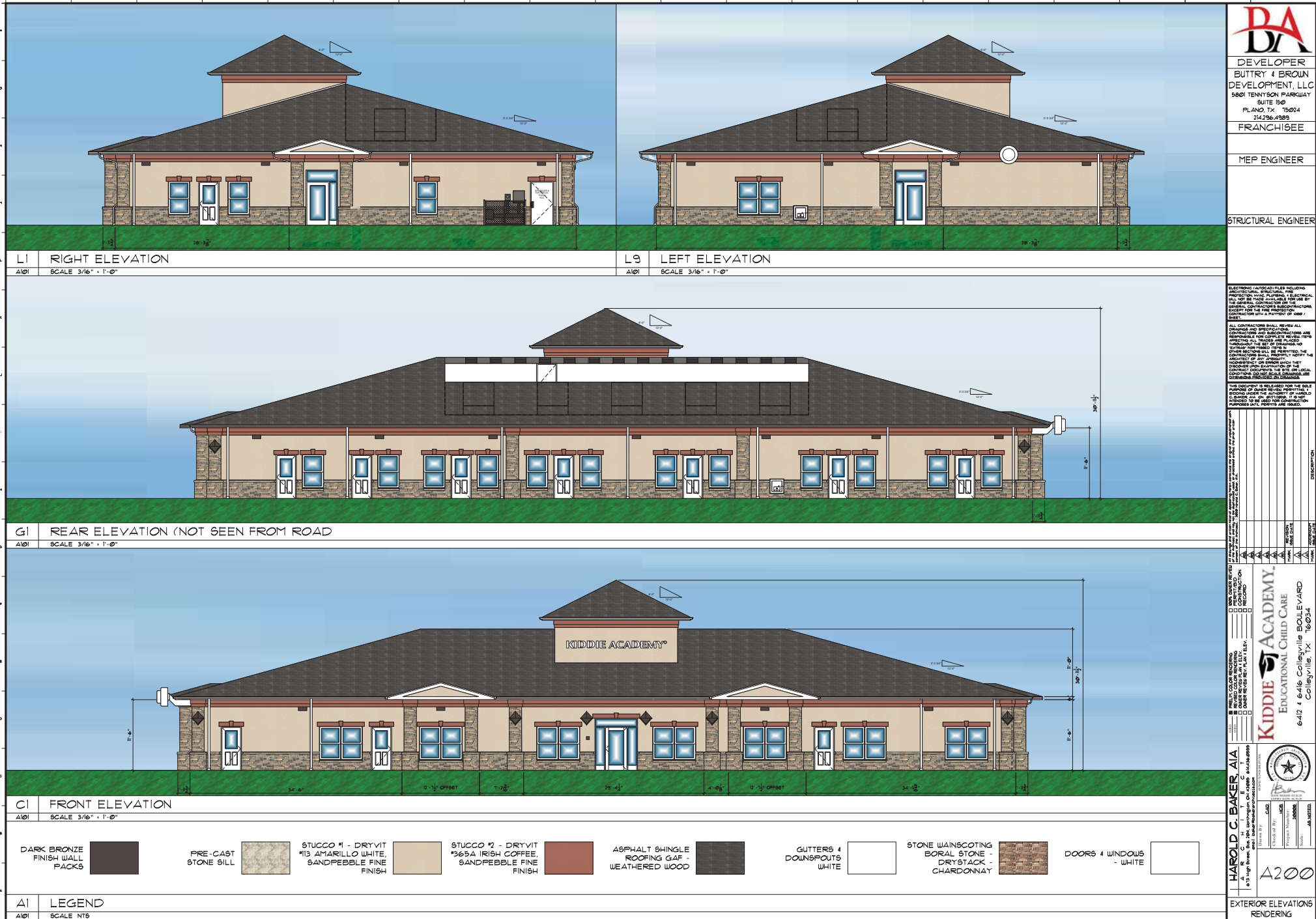


P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
AY	GH	04/15/20	SEE SCALE BAR	28-20	C1
TX. P.E. FIRM #11525					

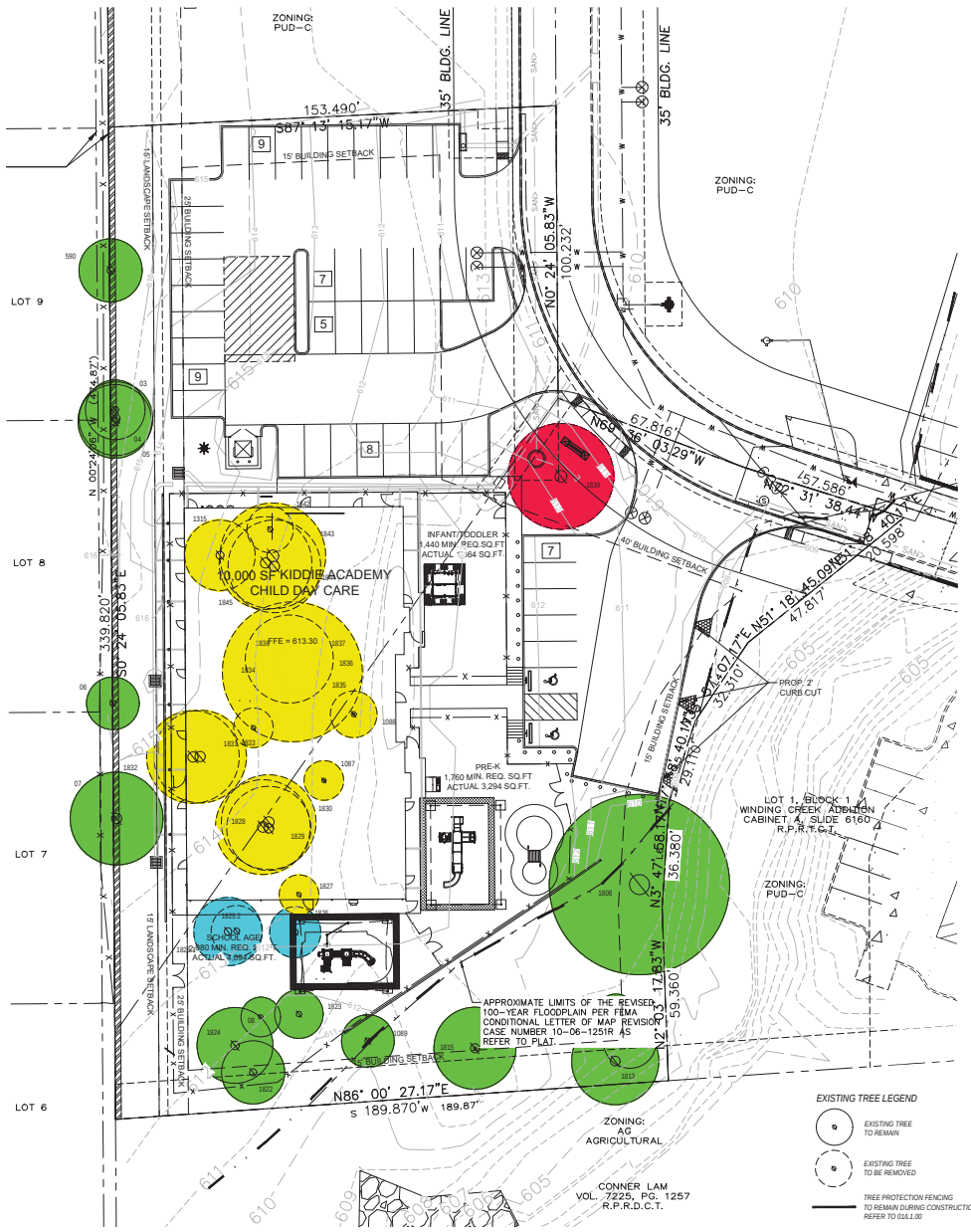
Know what's **below**.
Call before you dig.



Building Elevations



Tree Preservation and Landscape Plan



EXISTING TREE CHART

NO.	DA (INCHES)	MITIGATION REQUIRED	SPECIES (COMMON NAME)	CANOPY COVERAGE	REMARKS
03	10	0	GUM BUMELIA	314	TO REMAIN
04	13	0	POST OAK	531	TO REMAIN
05	13	0	POST OAK	531	TO REMAIN
06	9	0	POST OAK	254	TO REMAIN
07	18	0	BLACKJACK OAK	864	TO REMAIN
08	7	0	AMERICAN ELM	151	TO REMAIN
09	6	0	OSAGE (ORANGE) (NON PROTECTED)	113	TO REMAIN
10	10	0	AMERICAN ELM	404	TO REMAIN
1087	7	0	SLASH PINE	154	TO BE REMOVED (BUILDING PAD)
1088	8	0	BLACKJACK OAK	331	TO REMAIN
1089	6	0	AMERICAN ELM	113	TO REMAIN
1125	12	0	GUM BUMELIA	402	TO BE REMOVED (BUILDING PAD)
1308	30	0	POST OAK	2827	TO REMAIN
1312	9	0	POST OAK	254	TO REMAIN
1313	15	0	POST OAK	707	TO REMAIN
1315	14	0	BLACKJACK OAK	616	TO REMAIN
1322	9	0	POST OAK	380	TO REMAIN
1323	8.0	0	AMERICAN ELM	254	TO REMAIN
1324	12	0	AMERICAN ELM	331	TO REMAIN
1325.1	10	0	POST OAK	427	TO BE REMOVED
1325.2	6	0	POST OAK	240	TO BE REMOVED
1329	9	0	POST OAK	254	TO BE REMOVED (B.L.F. FROM BUILDING PAD)
1327	7	0	BLACKJACK OAK	154	TO BE REMOVED (B.L.F. FROM BUILDING PAD)
1328	16	4000	POST OAK	864	TO BE REMOVED (B.L.F. FROM BUILDING PAD)
1329	14	0	POST OAK	616	TO BE REMOVED (B.L.F. FROM BUILDING PAD)
1330	16	4000	POST OAK	864	TO BE REMOVED (B.L.F. FROM BUILDING PAD)
1331	21	\$1200 VALUE	POST OAK	1386	TO BE REMOVED (BUILDING PAD)
1332	16	4000	POST OAK	864	TO BE REMOVED (BUILDING PAD)
1333	7	0	HACKBERRY (NON PROTECTED)	864	TO BE REMOVED
1334	24	\$2400 VALUE	POST OAK	3310	TO BE REMOVED (BUILDING PAD)
1335	8	0	POST OAK	201	TO BE REMOVED (BUILDING PAD)
1336	8	0	POST OAK	201	TO BE REMOVED (BUILDING PAD)
1337	8	0	POST OAK	201	TO BE REMOVED (BUILDING PAD)
1338	15	3035	POST OAK	707	TO BE REMOVED (BUILDING PAD)
1339	16	0	BLACKJACK OAK	864	TO REMAIN
1340	21	0	OSAGE (ORANGE) (NON PROTECTED)	1386	TO BE REMOVED
1342	8	0	EASTERN RED CEDAR	201	TO BE REMOVED (B.L.F. FROM BUILDING PAD)
1343	32.34	\$2200 VALUE	POST OAK	3454	TO BE REMOVED (BUILDING PAD)
1344	18	\$1800 VALUE	POST OAK	1018	TO BE REMOVED (BUILDING PAD)
1345	16	4000	POST OAK	864	TO BE REMOVED (B.L.F. FROM BUILDING PAD)

15,261 S.F. OF TREE CANOPY TO BE REMOVED
12,351 S.F. OF TREE CANOPY TO BE REMOVED ARE LOCATED ON WITHIN 5' L.F. OF THE BUILDING PAD
921 S.F. OF TREE PROTECTED TREE CANOPY TO BE REMOVED FROM THE REMAINDER OF THE SITE
2,189 S.F. OF UNPROTECTED TREE CANOPY TO BE REMOVED FROM THE REMAINDER OF THE SITE

50% OF THE EXISTING TREE CANOPY THAT IS NOT LOCATED WITHIN THE BUILDING PAD MUST BE PRESERVED (800 S.F. OF CANOPY X .50 = 400 S.F. OF TREE CANOPY PRESERVATION)
9,881 S.F. OF TREE CANOPY TO BE PRESERVED

19,615 S.F. OF HERITAGE TREE CANOPY IS WITH IN THE BUILDING PAD AND REQUIRE MITIGATION
10-7 CALIPER LARGE CANOPY TREES ARE PROPOSED TO BE PLANTED ON SITE-20,000 S.F.
TREE NUMBERS 1313 (\$2000 TREE VALUE), 1344 (\$2400 VALUE), AND 1343 (\$2000 TREE VALUE), AND 1344 (\$2000 VALUE) ARE TO BE PAD INTO
THE CITY TREE FUND-\$9500.00

64 CALIPER INCHES OF MITIGATION IS REQUIRED ON LOT 9R AND 10R PER DEVELOPER AGREEMENTS
64 CALIPER INCHES TO BE PAD INTO THE CITY TREE FUND @ \$100.00 PER CALIPER INCH-\$6400.00

TREE PROTECTION STANDARDS

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

A. Pre-Construction The ensuing procedures shall be followed prior to construction.

- All Preserved Trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height.
- Lumber shall be wrapped vertically around the tree trunk and held in place with wire or any other non-damaging method if a tree is within ten (10') feet of the construction of a building or any other situation determined by the Administrative Official that would pose a physical risk to the tree trunk.
- In order to prevent damage to low hanging limbs, anything that may be impacted by equipment shall be pruned according to ANSI A300 standards.
- Each area of tree protection shall require temporary signage that indicates the area is a "Tree Protection Area" and to "Keep Out". A wording standard will be developed, updated, and maintained by the Administrative Official. The wording shall be in English and Spanish and include the appropriate contact phone number with the City to report violations.

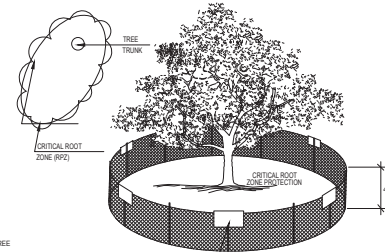
B. During Construction The following procedures shall be followed within the limits of the Critical Root Zone (CRZ) of any Preserved Tree for any activity that is subject to the requirements of this chapter.

- No placement of materials intended for use in construction or waste materials accumulated due to excavation or demolition.
- No equipment may be cleaned or other liquids deposited. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.
- No signs, wires or other attachments, other than those of a protective nature shall be attached to the trees.
- No vehicular and construction equipment traffic or parking.
- Underground utilities shall be bored underneath trees' CRZ unless pre-approved by the Administrative Official.
- Irrigation systems shall be designed to NOT require trenching across the critical root zone of any tree unless otherwise approved by the Administrative Official.
- No digging, building, paving, or elevation changes.

EXISTING TREE LEGEND



TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO DUL.1.00

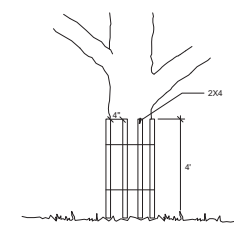


TEMPORARY SIGNAGE THAT INDICATES THIS AREA IS A "TREE PROTECTION AREA" REFER TO TREE PROTECTION STANDARDS FOR INFORMATION THAT IS REQUIRED TO BE ON SIGNS

NOTE: FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE CRITICAL ROOT ZONE AND LIMITED TO PROJECT BOUNDARY

01 TREE PROTECTION FENCE A

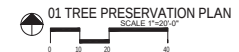
NOT TO SCALE



NOTE: WRAP TREE TRUNK WITH 2 X 4 STUDS AND ROPE OR BAND IN PLACE AS NEEDED TO PROTECT TREES IN WORK AREAS

02 TREE PROTECTION FENCE B

NOT TO SCALE



LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. MODEROTT DR.
SUITE 110
ALLEN, TEXAS 75013
(409) 369-4448
CHRIS@STUDIOGREENSPOT.COM



KIDDIE ACADEMY
COLLEVILLE BLVD.
CITY OF COLLEVILLE, TEXAS

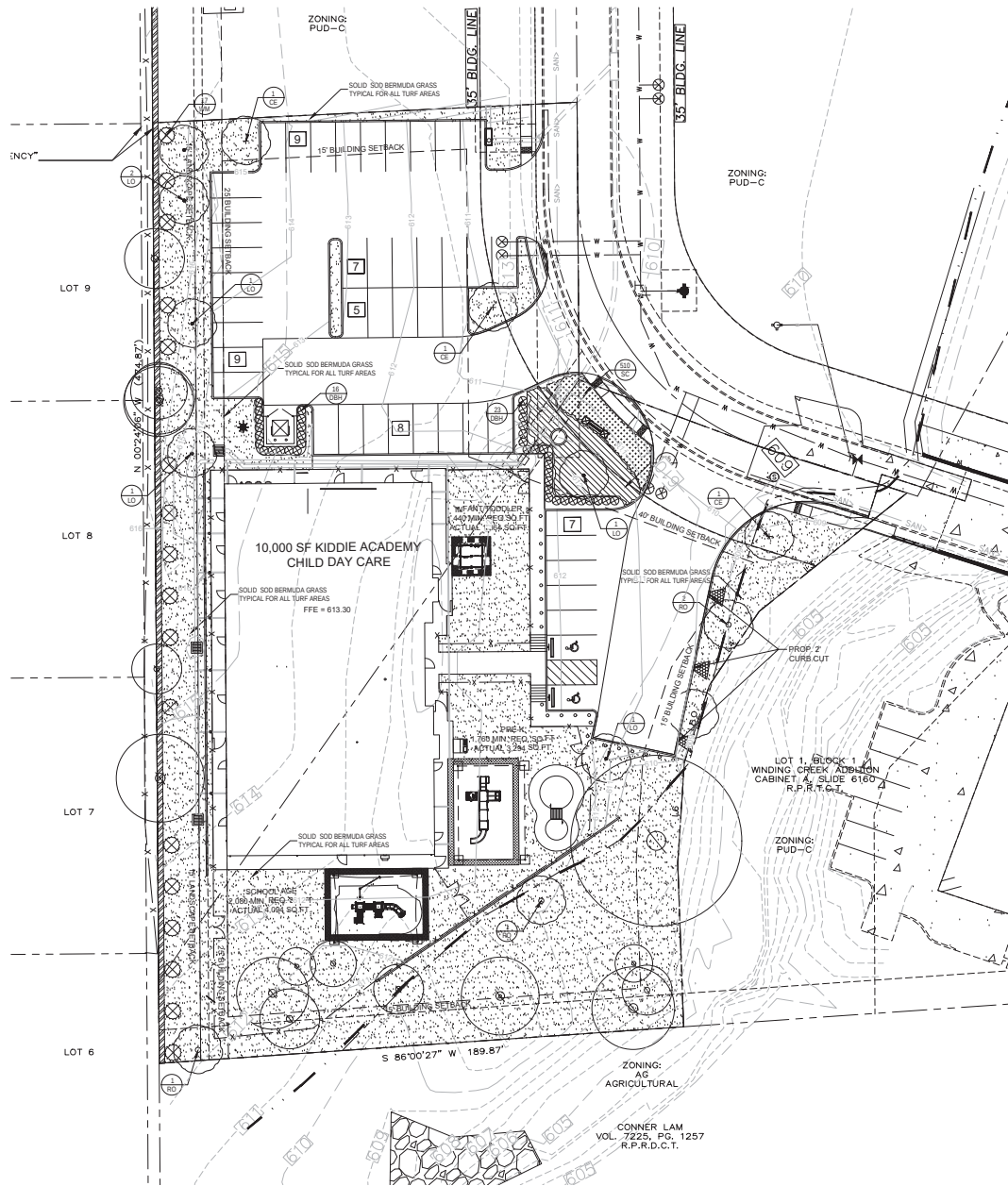
ISSUE:
FOR APPROVAL 03.16.2020
CITY COMMENTS 04.16.2020
CITY COMMENTS 04.29.2020
FOR APPROVAL 06.12.2020

DATE:
06.12.2020

SHEET NAME:
TREE PRESERVATION PLAN

SHEET NUMBER:
L.1

Tree Preservation and Landscape Plan



GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRANKLIN SOIL FROM THE REGION, KNOWN AS: BOTTOM AND SOIL, FREE FROM LIMBS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOS, STICKS, CONCRETE SPILLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1) ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL, 1" BELOW FINAL FINISH GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL JOINTS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEED WITH WINTER RYEGRASS AT A RATE OF 1/2 POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE TABULATIONS

SITE AREA - 64,162 s.f.

Requirement: 30% of the total site area to be landscape area.

50% of the required landscape area to be located in the front yard.

Required: 10,248 s.f. (32%)

Provided: 26,768 s.f. (42%)

Requirement: 10,230 s.f. (33%)

PARKING LOTS - 45 spaces

Requirement: (1) tree per 10 parking spaces

All parking spaces to be within 90 ft. of canopy tree

Required: (3) canopy trees, 3" cal.

Provided: (3) canopy trees, 3" cal.

All spaces within 90 ft. of tree

RESIDENTIAL ADJACENCY

Requirement: 15' wide landscape buffer

Wax Myrtle Shrubs 15' o.c.

15' wide landscape buffer

Wax Myrtle Shrubs 15' o.c.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	3	Cedar Elm	Ulmus crassifolia	3" cal.	B&B, 12" ht., 5' spread min., 5' clear trunk
LO	6	Lives Oak	Quercus virginiana	3" cal.	container, 12" ht., 5' spread, 3' clear straight trunk
RO	4	Red Oak	Quercus shumardii	3" cal.	container, 12" ht., 5' spread, 3' clear straight trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DBH	39	Dwarf Burford Holly	Ilex cornuta burfordii 'nana'	5 gal.	container, 24" ht., 20" spread
WM	17	Wax Myrtle	Myrica carolinensis	15 gal.	container, 48" ht., 30" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	510	Seasonal Color	Liriodendron tulipifera	4" pots	selection by owner, 12" o.c.
LIR	755	Liriodendron	Liriodendron tulipifera	4" pots	container, 3-12" runners min., 12" o.c.
		'419' Bermudagrass	Cynodon dactylon '419'		Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

01 LANDSCAPE PLAN
SCALE 1"=20'

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W. MACDONALD ST.
SUITE 110
ALLEN, TEXAS 75013
(409) 369-4448
CHRS@STUDIOGREENSPOT.COM



KIDDLE ACADEMY
COLLEVILLE BLVD.
CITY OF COLLEVILLE, TEXAS

ISSUE:
FOR APPROVAL 03.16.2020
CITY COMMENTS 04.16.2020
CITY COMMENTS 04.29.2020
FOR APPROVAL 06.12.2020

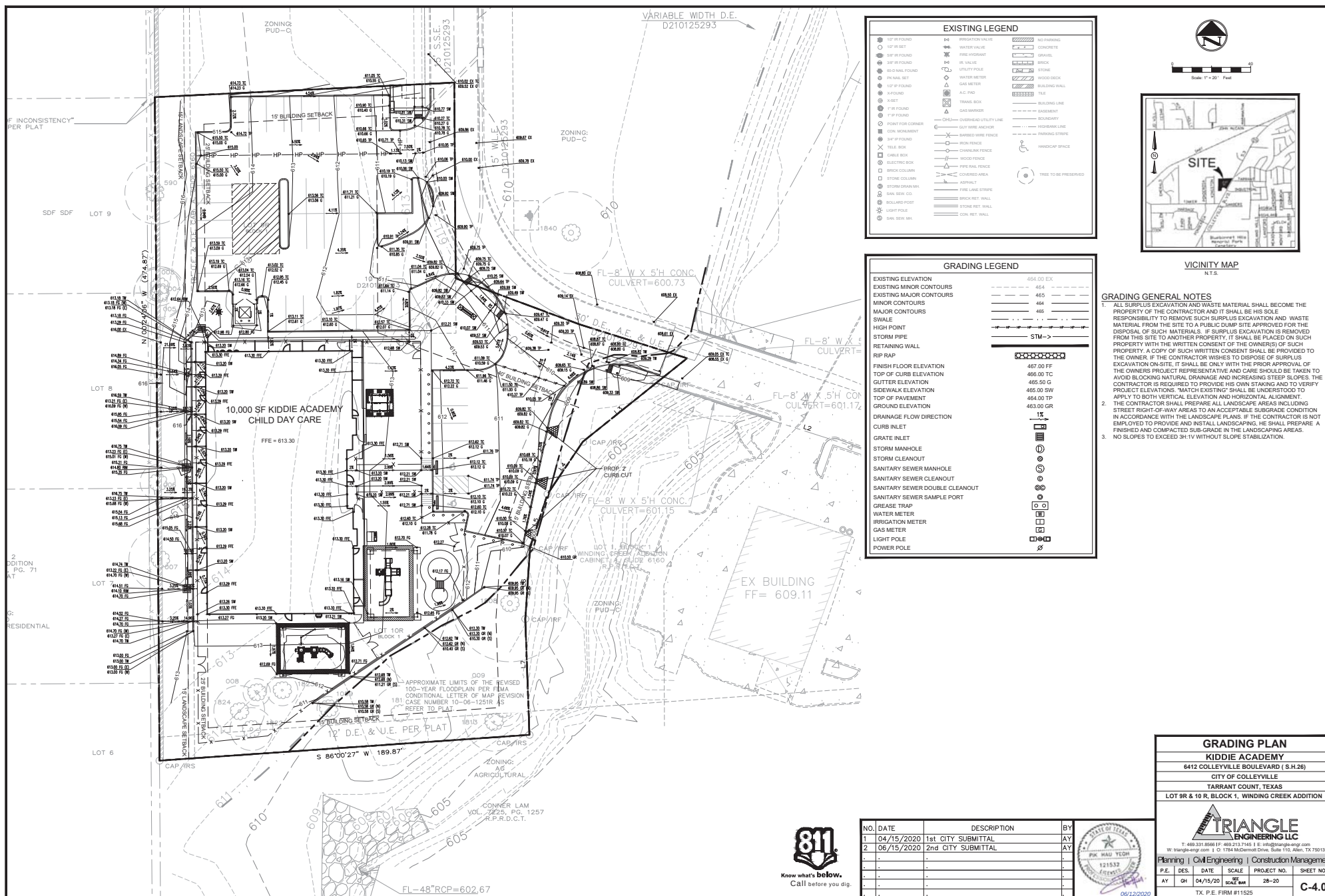
DATE:
06.12.2020

SHEET NAME:
LANDSCAPE PLAN

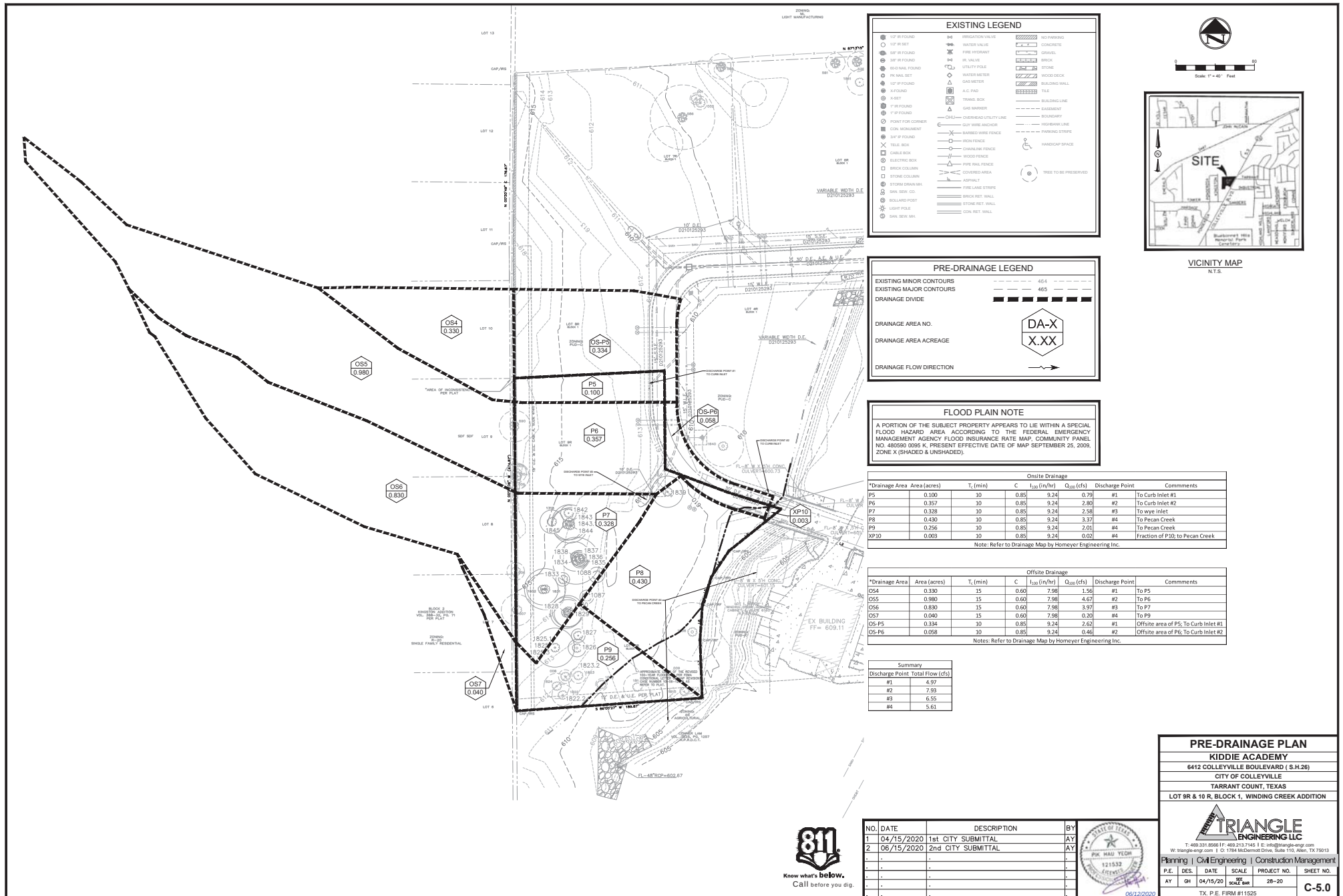
SHEET NUMBER:

L.2

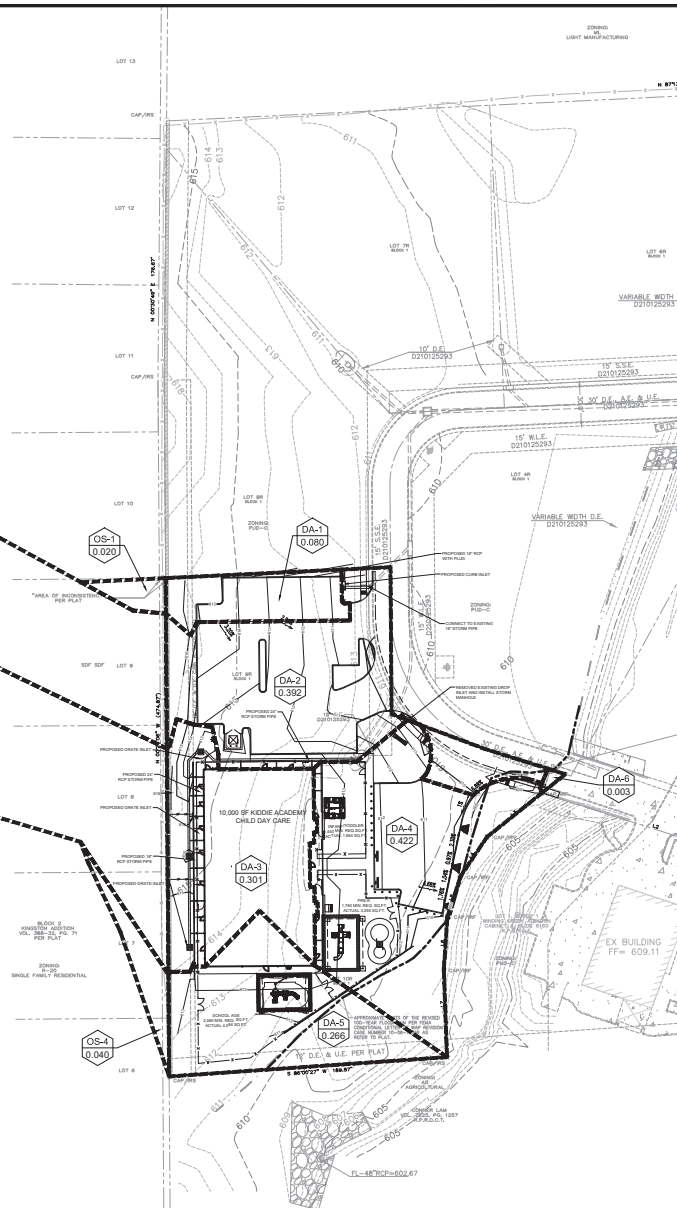
Drainage and Grading Plan



Drainage and Grading Plan



Drainage and Grading Plan



EXISTING LEGEND

	12\"/> FLOOR		IRRIGATION VALVE		NO PARKING
	10\"/> ST		MANHOLE		CONCRETE
	8\"/> FLOOR		WATER VALVE		GRAVEL
	6\"/> FLOOR		VALVE		BRICK
	3\"/> FLOOR		WATER VALVE		STONE
	12\"/> FLOOR		WATER METER		WOOD SHED
	12\"/> FLOOR		GAS METER		BUILDING WALL
	X FLOOR		A/C UNIT		A GARMENT
	H AFT		REAR VIEW		BUILDING LINE
	1\"/> FLOOR		SEWER MANHOLE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE
	1\"/> FLOOR		CHALK LINE		BOUNDARY
	1\"/> FLOOR		CHALK LINE		NO PARKING LINE

POST-DRAINAGE LEGEND

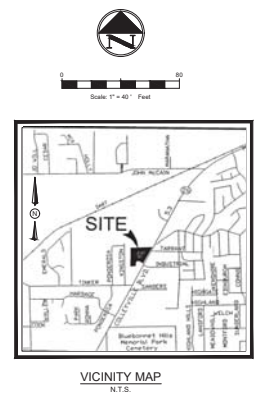
EXISTING MINOR CONTOURS	----	45.5
EXISTING MAJOR CONTOURS	----	46.5
MINOR CONTOURS	----	46.4
MAJOR CONTOURS	----	46.6
DRAINAGE DIVIDE		
HIGH POINT		
DRAINAGE AREA NO.		
DRAINAGE AREA ACREAGE		
DRAINAGE FLOW DIRECTION		

FLOOD PLAIN NOTE
 A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480590 (SHADED K, PRESENT EFFECTIVE DATE OF MAP SEPTEMBER 25, 2009, ZONE X (0.995 & UNSHADED).

Onsite Drainage						
Drainage Area	Area (acres)	T _r (min)	C	I ₁₀₀ (in/hr) Q ₁₀₀ (cfs)	Discharge	Comments
DA-1	0.080	10	0.85	9.24	0.63	#1 To curb inlet
DA-2	0.392	10	0.85	9.24	3.08	#2 To curb inlet
DA-3	0.301	10	0.85	9.24	2.36	#3 To wye inlet
DA-4	0.422	10	0.85	9.24	3.31	#4 To Pecan Creek
DA-5	0.266	10	0.85	9.24	2.09	#4 To Pecan Creek
DA-6	0.003	10	0.85	9.24	0.02	#4 To Pecan Creek

Offsite Drainage							
Drainage Area	Area (acres)	T _r (min)	C	I ₅₀₀ (in/hr)	Q ₅₀₀ (cfs)	Discharge	Comments
OS-1	0.020	15	0.6	7.98	0.10	#1	To DA-1
OS-2	0.98	15	0.6	7.98	4.69	#2	To DA-2
OS-3	0.83	15	0.6	7.98	3.97	#3	To DA-3
OS-4	0.04	15	0.6	7.98	0.19	#4	To DA-5

Summary			
Discharge	Pre-Drainage Total Flow (cfs)	Post-Drainage Total Flow (cfs)	Comments
#1	4.96	0.73	OK
#2	7.92	7.77	OK
#3	6.58	6.34	OK
#4	5.64	5.61	OK



NO.	DATE	DESCRIPTION	BY
1	04/15/2020	1st CITY SUBMITTAL	AY
2	06/15/2020	2nd CITY SUBMITTAL	AY
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.



POST-DRAINAGE PLAN
KIDDIE ACADEMY
6412 COLLEYVILLE BOULEVARD (S.H.26)
CITY OF COLLEYVILLE
TARRANT COUNT, TEXAS
LOT 9R & 10 R, BLOCK 1, WINDING CREEK ADDITION



T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | C: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning		Civil Engineering		Construction Management	
P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
AY	GH	04/15/20	SEE SCALE BAR	28-20	C-6.0
TX PE FIRM #11525					

Drainage and Grading Plan



PROPOSED DRAINAGE AREA MAP

DEVELOPED FLOW FROM OFF-SITE DRAINAGE AREAS ARE ASSUMED TO NOT INCREASE.

LEGEND	
	DRAINAGE AREA NUMBER
	Q100 PROPOSED
	DRAINAGE AREA LIMITS
	EXISTING CONTOURS
	PROPOSED CONTOURS
	DIRECTION OF STORMWATER FLOW

BENCHMARK INFORMATION	
TBM #1 - ELEVATION: 608.88	"X" CUT ON CONCRETE APPROXIMATELY 65 FEET NORTH AND 51 WEST OF THE SOUTHERN MOST PROPERTY CORNER OF LOT 2R.
TBM #2 - ELEVATION: 606.29	(BM TO BE REMOVED DURING CONSTRUCTION)
"X" CUT ON CONCRETE APPROXIMATELY 281 FEET SOUTH AND 198 WEST OF THE EASTERN MOST PROPERTY CORNER OF LOT 3R.	

PROPOSED DRAINAGE CALCULATIONS						
DRAINAGE AREA	AREA ACRES	"c"	Tc (min)	"1-100" (in/hr)	"Q-100" (cfs)	COMMENTS
P1	1.11	0.85	10	9.24	8.69	TO PECAN CREEK
P2	0.15	0.85	10	9.24	1.16	TO OFF-SITE NORTH
P3	0.61	0.85	10	9.24	4.76	TO WYE INLET
P4	0.20	0.85	10	9.24	1.58	TO WYE INLET
P5	0.43	0.85	10	9.24	3.40	TO CURB INLET
P6	0.41	0.85	10	9.24	3.25	TO CURB INLET
P7	0.33	0.85	10	9.24	2.61	TO WYE INLET
P8	0.44	0.85	10	9.24	3.43	TO PECAN CREEK
P9	0.25	0.85	10	9.24	1.99	TO OFF-SITE SOUTH
P10	2.20	0.85	10	9.24	17.30	TO PECAN CREEK
P11	0.42	0.85	10	9.24	3.26	TO CURB INLET
P12	0.14	0.85	10	9.24	1.12	TO OS-10
OS1	0.14	0.60	15	7.98	0.68	TO P3
OS2	1.75	0.60	15	7.98	8.36	TO P4
OS3	0.60	0.60	15	7.98	2.87	TO P11
OS4	0.33	0.60	15	7.98	1.56	TO P5
OS5	0.98	0.60	15	7.98	4.67	TO P6
OS6	0.83	0.60	15	7.98	3.97	TO P7
OS7	0.04	0.60	15	7.98	0.20	TO P9
OS8	0.38	0.85	15	7.98	2.56	TO P10
OS9	0.04	0.85	10	9.24	0.31	TO P11
OS10	0.86	0.85	10	9.24	6.77	TO P1
TOTAL	12.63				84.49	

RESULTS:

PROPOSED CONDITIONS DO NOT INCREASE PEAK FLOWS. THE OFFSITE FLOW OF 1,500 CFS ARRIVES 22 MINUTES PAST OUR ONSITE FLOW DISCHARGE, AS SUCH, WATER SURFACE ELEVATIONS AND VELOCITIES DO NOT CHANGE, THUS WE ARE NOT ADVERSELY AFFECTING DOWN STREAM FLOWS. DETENTION IS NOT REQUIRED.

RECORD DRAWING

The record drawing herein reflects to the best of the design engineer's knowledge, the approximate location of the constructed improvements using information provided by the contractor.

Matthew Haskin, P.E. #10889
Date: 1/16/19



HOMMEYER ENGINEERING, INC.
1000 E. 10TH STREET
SUITE 200
DALLAS, TEXAS 75202
P.O. BOX 294527 • LEWISVILLE, TEXAS 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.UTEX.COM



WINDING CREEK OFFICE PARK
LOTS 2R-4R & 6R-10R, BLOCK 1
WINDING CREEK ADDITION
6.717 ACRES
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

PROPOSED DRAINAGE
AREA MAP

REVISIONS:
10/27/17 BRIDGE REPLACED
CULVERTS WITH BRIDGE

DRAWN: JDH

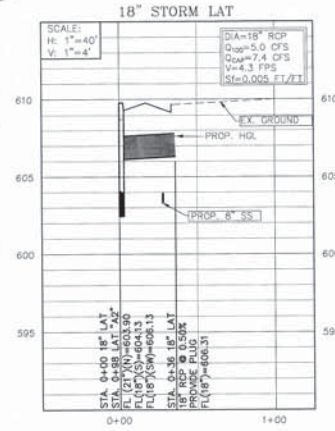
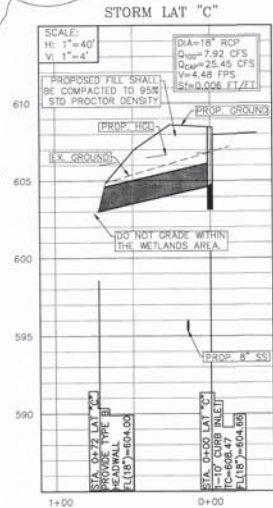
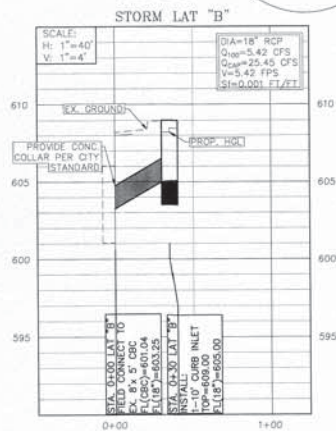
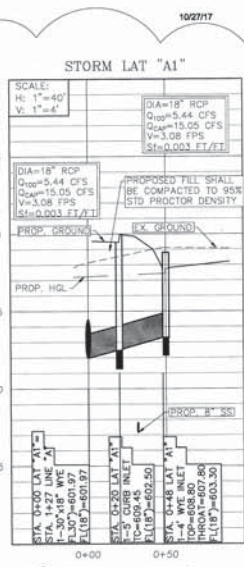
DATE: 03/04/2016

HEI #: 16-114

SHEET NO:

C7

[Source: *Accounting*, 114 article, *credit-accounting-usage*, 6-28, from *business-journal.org*](#)



RECORD DRAWING

The record drawing herein reflects to the best of the design engineer's knowledge, the approximate location of the constructed improvements using information provided by the contractor.

Matthew Hoskin
 Matthew Hoskin, P.E. #120889
 Date: 1/11/19



HOMAYER
ENGINEERING, INC.
TYPE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE • TEXAS • 75029
972-906-9955 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM

WINDING CREEK OFFICE PARK
LOTS 2R-4R & 6R-10R, BLOCK 1
WINDING CREEK ADDITION
6.717 ACRES
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

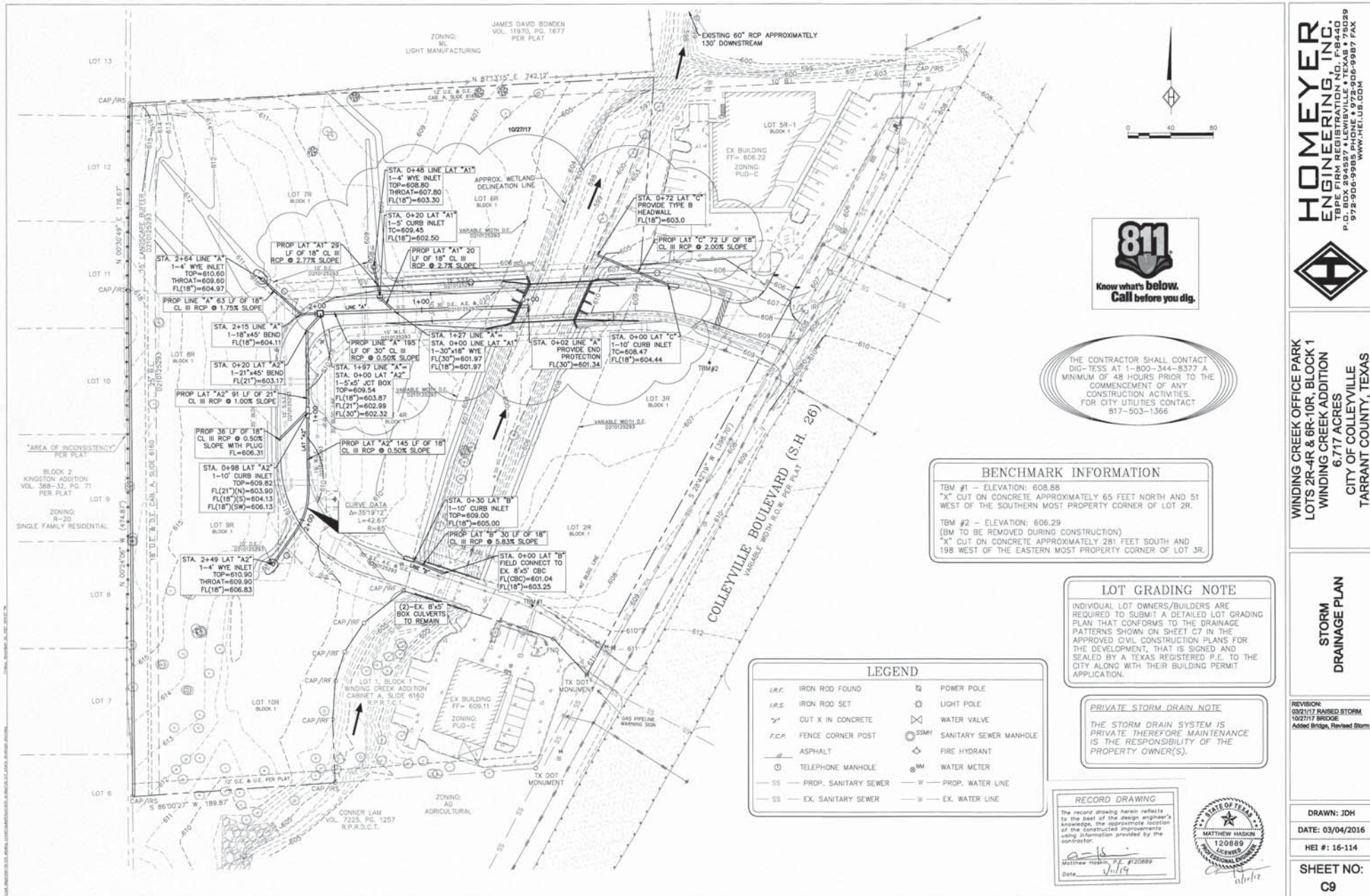
STORM DRAINAGE PROFILE

REVISION:
03/21/17 RAISED STORM
04/06/17 ADD SD PROFILE
10/27/17 BRIDGE
Added Bridge Changed Storm

DRAWN: JDH
DATE: 03/04/2016
HEI #: 16-114

SHEET NO:
C10

Drainage and Grading Plan



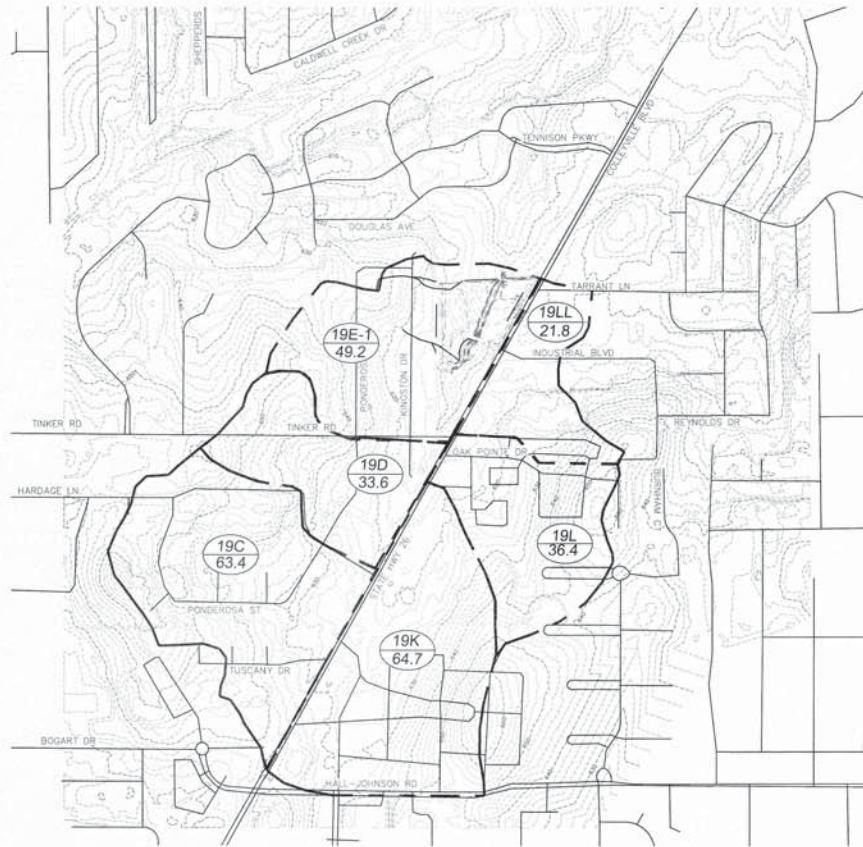
HOMEYER ENGINEERING, INC.
 P.O. BOX 1000
 FARMERSVILLE, TEXAS 77936
 972-906-9985 PHONE • 972-906-9987 FAX
 WWW.HEI.US.COM



WINDING CREEK OFFICE PARK
 LOTS 2R-4R & 6R-10R, BLOCK 1
 WINDING CREEK ADDITION
 6.717 ACRES
 CITY OF COLLEYVILLE
 TARRANT COUNTY, TEXAS

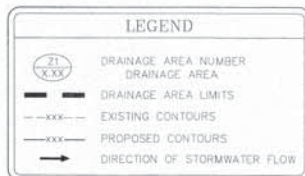
STORM DRAINAGE PLAN

Drainage and Grading Plan



EXISTING DRAINAGE AREA MAP

THE OFF-SITE TOPOGRAPHIC INFORMATION FOR THE DRAINAGE AREA MAP WAS OBTAINED FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS WEBSITE.



HYDROLOGIC PARAMETERS AND RESULTS

CURRENT OFFSITE CONDITIONS WERE USED FOR THE ANALYSIS. THE FOLLOWING IS THE GENERAL INPUT CRITERIA FOR THE HEC-HMS RESULT.

AREA: BASED UPON THE 2007, 2-FOOT CONTOURS, BASIN AREAS WERE DETERMINED. AREAS WERE BROKEN UP INTO POINTS OF INTEREST AND SIMILAR LAND USES.

TIME OF CONCENTRATION: TIME OF CONCENTRATION (TC) WAS DETERMINED USING THE NTCOG ISWM EQUATION (1.4). THE LAG TIME (LT) IS A FUNCTION OF THE TC (LT=0.6TC). HOWEVER, THE TC WAS CHECKED USING A MINIMUM TIME FOR EACH BASIN OF 25 MINUTES. SINCE THE DISTANCE WAS ONE AND ONE HALF BASINS, THE CONSERVATIVE SMALLER TIME OF 37 MINUTES WAS USED.

RUNOFF: CURVE NUMBERS (CN) ARE BASED UPON THE LAND USE AND REVIEW OF THE CURRENT 2015 AERIALS. CURVE NUMBER VALUES WERE TAKEN FROM ISWM TABLE 1.9 (RUNOFF CURVE NUMBERS). NUMBERS REFLECT A CONSERVATIVE ASSUMPTION THAT ALL OFFSITE LAND USE IS BUILT OUT PER THEIR LAND USE.

ABSTRACTION: INITIAL ABSTRACTION (IA) VALUES ARE BASED UPON THE FINAL WEIGHTED CN. ABSTRACTION VALUES ARE PROVIDED ON TABLE 1.11 OF THE ISWM MANUAL.

PRECIPITATION: RAINFALL USED THE SCS TYPE II DISTRIBUTION WITH A TOTAL DEPTH OF 9.12-INCHES (0.38 *24) PER ISWM TABLE 5.15. AN INTENSITY OF 0.38 (IN/HR) IS GIVEN FOR THE 100-YEAR 24-HOUR EVENT.

RESULTS: A FLOW OF 1,487 CFS WAS DETERMINED. HOWEVER, A FLOW OF 1,500 CFS WAS USED FOR HYDRAULIC ANALYSIS.

RAINFALL DISTRIBUTION

16-114

Basin Models

- Basin whole
 - No Canopy
 - No Surface
 - SCS Curve Number
 - SCS Unit Hydrograph
 - No Baseflow
- Meteorologic Models
 - Met 1
- Control Specifications
 - Control 1

Components Compute Results

Precipitation

Met Name: Met 1

Method: Type 2

Depth (IN): 9.12

Subbasin Loss Transform Options

Basin Name: Basin whole

Element Name: whole

Initial Abstraction (IN): 0.273

Curve Number: 88

Impervious (%): 0.0

Subbasin Loss Transform Options

Basin Name: Basin whole

Element Name: whole

Graph Type: Standard

Lag Time (MIN): 22.2

HYDRAULIC ANALYSIS AND RESULTS

HEC-RAS WAS USED TO DETERMINE THE EXISTING AND PROPOSED HYDRAULIC CONDITIONS. PLEASE REFER TO THE HYDRAULIC REPORT SEPARATE OF THESE PLANS.

PROPOSED FLOW CONDITIONS ARE BASED UPON TWO EXISTING CULVERTS. THE FIRST CULVERT TWO (2) 8'X5' RCB'S AT THE SOUTHERN UPSTREAM END OF THE PROJECT. THE SECOND CULVERT IS A 60-INCH RCP JUST UPSTREAM OF THE SITE. EACH CULVERT CAUSES A SIGNIFICANT HYDRAULIC JUMP SINCE THEY ARE BOTH UNDERSIZED. PROPOSED (6) 6'X6' RCB'S ARE USED DUE TO THE BACK-WATER EFFECT TO KEEP THE ROADWAY ABOVE THE 100-YEAR WATER SURFACE ELEVATION.

CONCLUSION

-ALL FLOWS WILL CONTINUE IN THEIR CURRENT AND HISTORICAL FLOW PATHS.
 -WATER SURFACE ELEVATIONS BOTH UPSTREAM AND DOWNSTREAM ARE NOT AFFECTED AND DO NOT CHANGE.
 -THE 100-YEAR FLOW IS CONTAINED WITHIN THE PROPOSED CHANNEL BETWEEN THE EXISTING AND PROPOSED CULVERTS WITH AT LEAST 1-FOOT OF FREEBOARD.
 -THE SITE WILL HAVE VEHICLE ACCESS DURING THE 100-YEAR EVENT.
 -FINISHED FLOOR ELEVATIONS HAVE BEEN SET TO AT LEAST 2-FOET ABOVE THE WATER SURFACE ELEVATION.

HYDROLOGY CALCULATIONS

BASIN NAME	AREA ACRES	SOIL D 80	Tc (MIN)	WEIGHTED CN
19E-1	49.2	100	25	91.67
19LL	21.8	100	25	94.53
19L	36.4	100	25	87.24
19D	33.6	100	25	87.51
19C	63.4	100	25	87.22
19K	64.7	100	25	86.76
TOTAL	269.10			

HYDROLOGIC INPUT

AREA (MI ²)	WEIGHTED CN	LAG TIME (LT)	ABSTRACTION (Ia)	100-YEAR (cfs)
0.4203	88	22.2	0.273	1,487*

* A 100-YR FLOW OF 1,500 CFS WAS USED.

RESULTS

Summary Results for Subbasin "whole"

Project: 16-114 Simulation Run: Run 1

Subbasin: whole

Start of Run: 01Jan2016, 00:00 Basin Model: Basin whole

End of Run: 02Jan2016, 01:00 Meteorologic Model: Met 1

Compute Time: 10Mar2016, 14:15:22 Control Specifications: Control 1

Volume Units: ☒ IN ☐ AC-FI

Computed Results

Peak Discharge: 1,487.0 (CFS) Date/Time of Peak Discharge: 01Jan2016, 12:15

Precipitation Volume: 9.12 (IN) Direct Runoff Volume: 7.66 (IN)

Loss Volume: 1.45 (IN) Baseflow Volume: 0.00 (IN)

Excess Volume: 7.67 (IN) Discharge Volume: 7.66 (IN)

RECORD DRAWING

The record drawing herein reflects to the best of the design engineer's knowledge, the approximate location of the constructed improvements using information provided by the contractor.

Matthew Haskin, P.E. #120889

Date: 1/11/19



HOMEYER ENGINEERING, INC.
 TPE FIRM REGISTRATION NO. F-8440
 10000 WINDING CREEK ADDITION
 P.O. BOX 9908 COLLEEVILLE, TEXAS 76039
 P 972-906-9985 PHONE • 972-906-9987 FAX
 WWW.HEI.US.COM



WINDING CREEK OFFICE PARK
 LOTS 2R-4R & 6R-10R, BLOCK 1
 WINDING CREEK ADDITION
 6.717 ACRES
 CITY OF COLLEEVILLE
 TARRANT COUNTY, TEXAS

OVERALL DRAINAGE
 AREA MAP

DRAWN: JDM
 DATE: 03/04/2016
 HEI #: 16-114
 SHEET NO: C8



	Date: 6/12/2020	

KIDDIE ACADEMY
COLLEYVILLE, TX

August 20, 2020

**Subject: Exterior Noise Testing at Frisco and Colleyville Site
Locations of Kiddie Academy**

This report summarizes the exterior sound level testing at the 3188 Legacy Drive, Frisco, Texas and 6412 Colleyville Road, Colleyville, Texas sites of an existing Kiddie Academy in Frisco and a future similar location in Colleyville. The purpose of the testing was to determine the existing and anticipated sound level readings at the sites. The sound readings at the Frisco site were taken during operating hours with children in the exterior play areas.

As shown on the following testing report sheets and the Noise Coefficient analysis sheets, the present sound levels at the two sites are similar on the day of testing even though the Colleyville site at this time has no building in place. Based on similar construction to the Frisco facility and the orientation of the planned Colleyville facility with the playgrounds on the Colleyville Road side of the facility, we would not anticipate any objectionable sound increase from the Colleyville facility operation to the west of the planned building. It should be noted that the principal sound source in the proposed site is from Colleyville Road traffic and the existence of new building between the adjacent houses and Colleyville Road may block or reduce that road noise.

The testing was conducted on the Frisco site at 10:00 AM on Wednesday, August 19, 2020. Testing on the Colleyville site was at 4PM on Wednesday, August 19, 2020. The attached maps detail the test locations which are similar for each location. The attached data sheets provide the testing results along with noise coefficient plots and comparisons.

A summary of the testing procedure is as follows:

1. The base level testing at five exterior locations at the Frisco site as shown on the site plan was conducted at approximately 10:00 AM. The results were relatively uniform on all four sides of the building.
2. The set of readings at the Frisco site were taken outside the facility during a time when children were utilizing the exterior playgrounds. No noticeable noise was detected from the building interior. Adjacent



businesses may be contributing to the measured levels but no source was obvious.

3. A set of four sound tests was conducted at 4:00 PM in a similar fashion and locations relative to the planned facility at the Colleyville location. The site plan shows the test locations. The predominant sources of present sound on the site was the traffic on Colleyville Road. Noise from aircraft flying overhead has also been detected at this site since it is in a DFW Airport flight path. There is also an existing tall concrete wall presently erected between the adjacent houses and the proposed Kiddie Academy facility that functions as a sound block.
4. A set of sound levels were taken nearer to the Colleyville Road as shown on test report number five and shows similar to slightly higher sound levels as would be anticipated.

Please let us know if you have any questions.

Respectfully Submitted,



Gerald J. Kettler, PE, CCP, CIAQM, BEAP

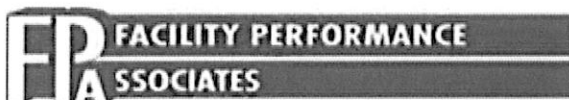
Managing Principal, CEO, LEED Fellow, WELL AP

1801 Royal Lane, Suite 400, Dallas, TX 75229

Phone: (972) 388-5559 ext 4626

Direct Ph (214) 217-4626

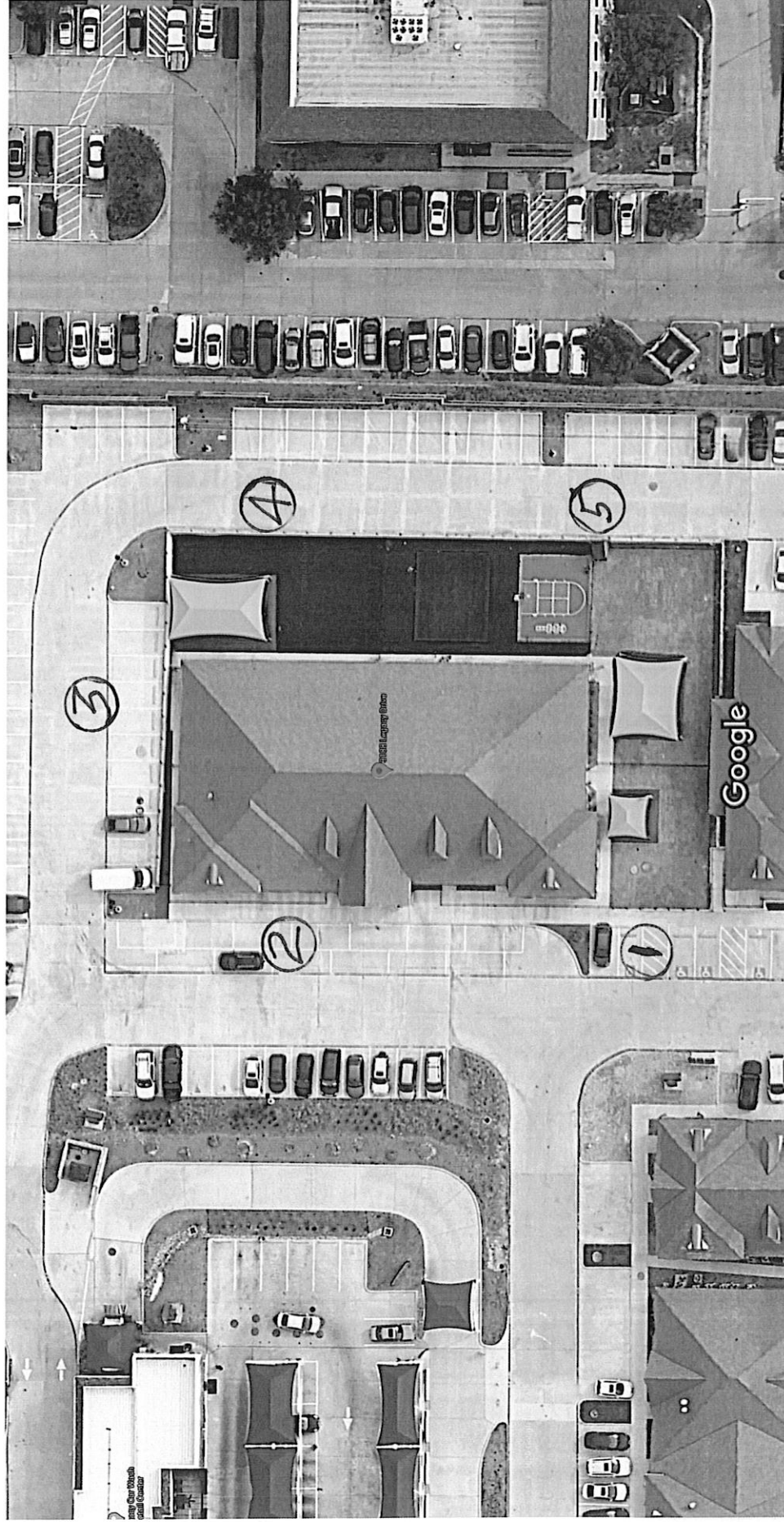
gjkettler@air-engineer.com



Expanding Our Services To Meet Your Project Needs

Commissioning, Energy Modeling, Air Quality, Sustainability Programs

Google Maps 3188 Legacy Dr



Map data ©2020, Map data ©2020 20 ft

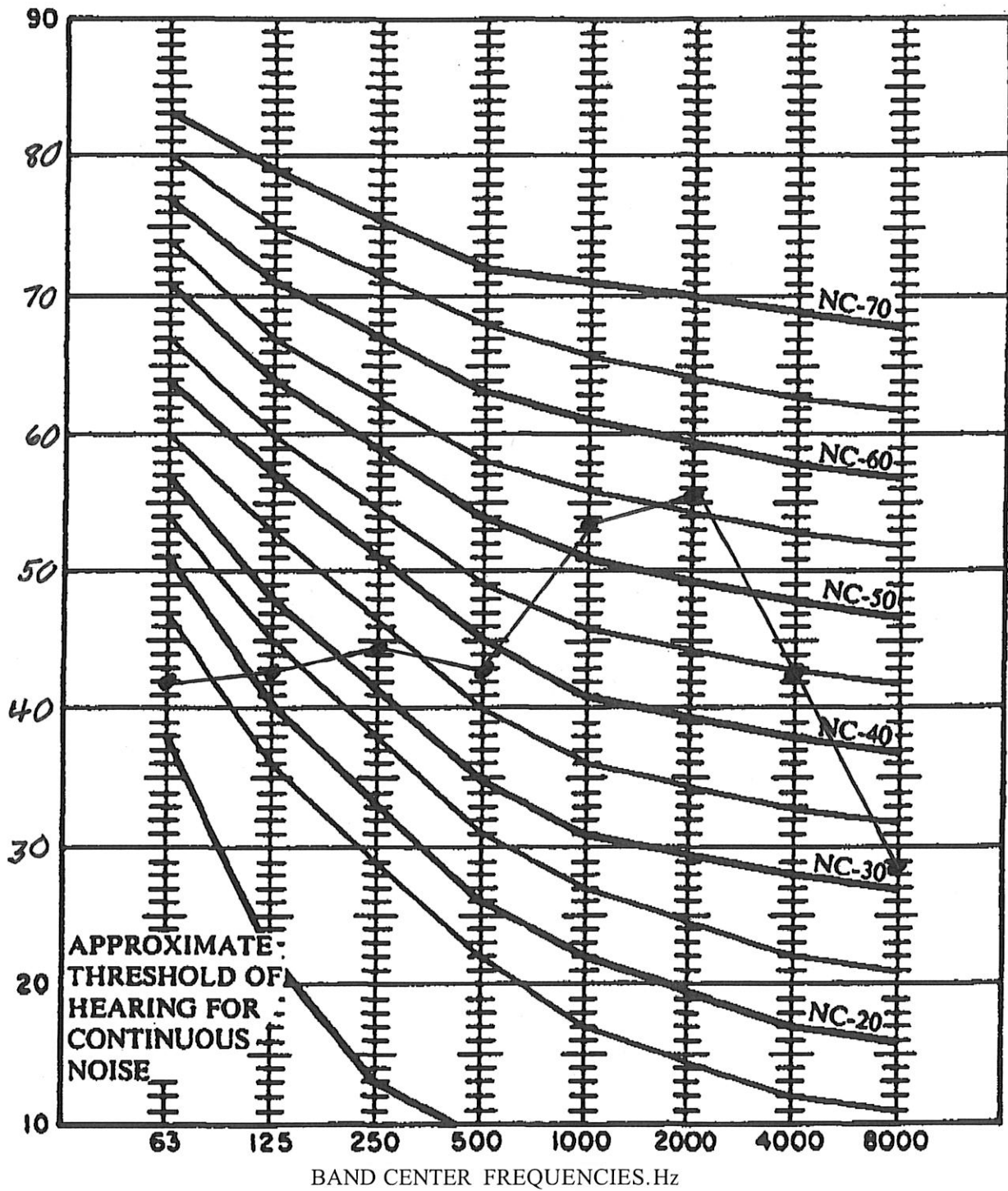
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 3188 Legacy Dr., Frisco, Tx		
Technician: Gerald J Kettler, PE					
Instrument: Quest 2700					
Date: August 19, 2020					
	Test 1				
Scale			Difference		
A	24.2				
B	45.2				
C	69.6				
Hertz	dbA Scale				
31.5	28.3				
63	41.8				
125	42.9				
250	44.4				
1000	53.4				
2000	55.7				
4000	42.2				
8000	28.5				
16000	23.2				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

1



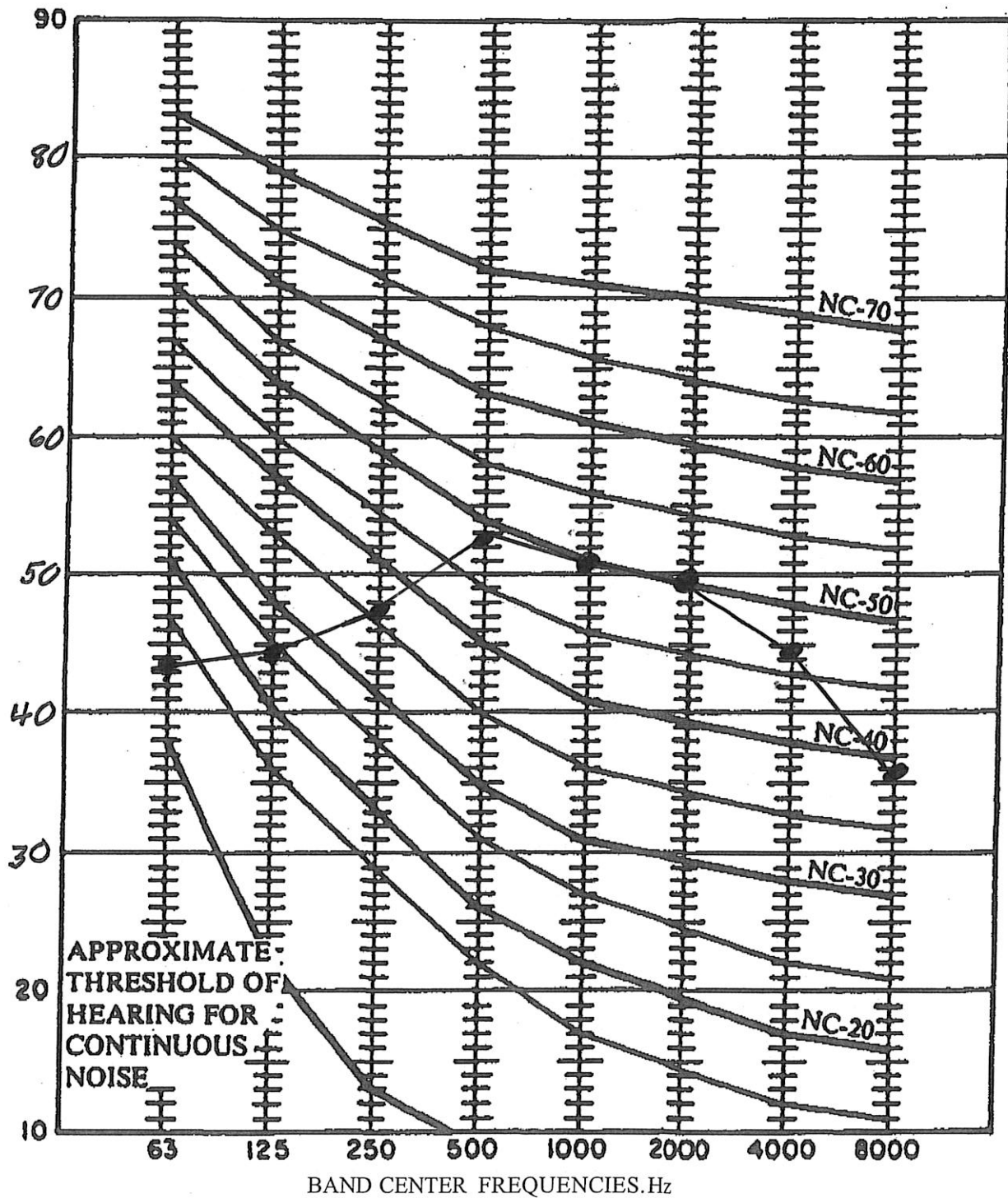
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 3188 Legacy Dr., Frisco, Tx		
Technician: Gerald J Kettler					
Instrument: Quest 2700					
Date: August 19, 2020					
	Test 2				
Scale			Difference		
A	56.4				
B	62.1				
C	71.1				
Hertz dbA Scale					
31.5	27.2				
63	43.3				
125	44.8				
250	47.7				
500	52.8				
1000	50.1				
2000	49.8				
4000	44.8				
8000	35.8				
16000	21.9				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

2



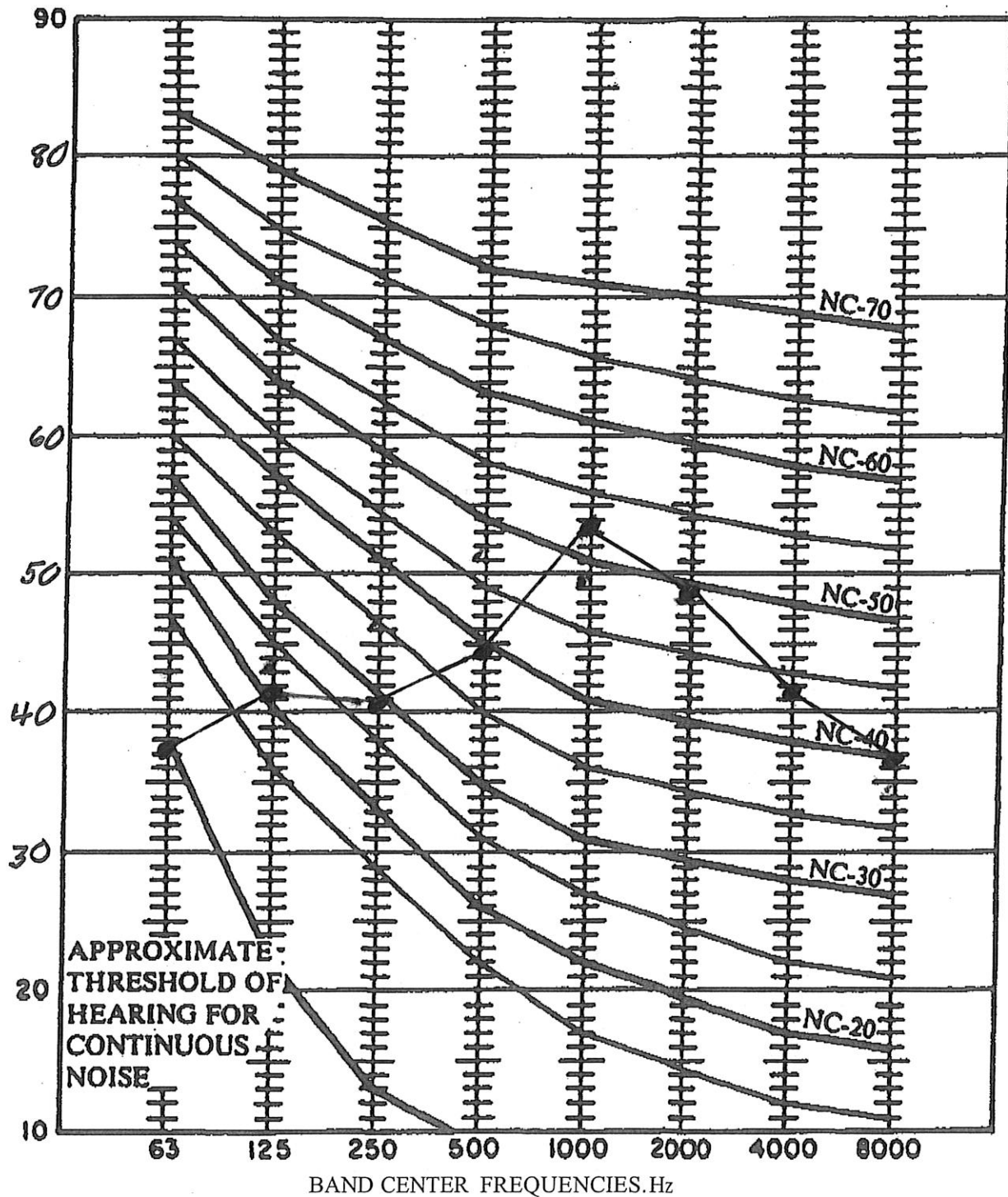
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 3188 Legacy Dr., Frisco, Tx		
Technician: Gerald J Kettler					
Instrument: Quest 2700					
Date: August 19, 2020					
	Test 3				
Scale			Difference		
A	54.2				
B	65.8				
C	67.7				
Hertz	dbA Scale				
31.5	28.7				
63	38.1				
125	41.8				
250	40.1				
500	44.6				
1000	53.4				
2000	48.2				
4000	41.4				
8000	36.4				
16000	24.6				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

3



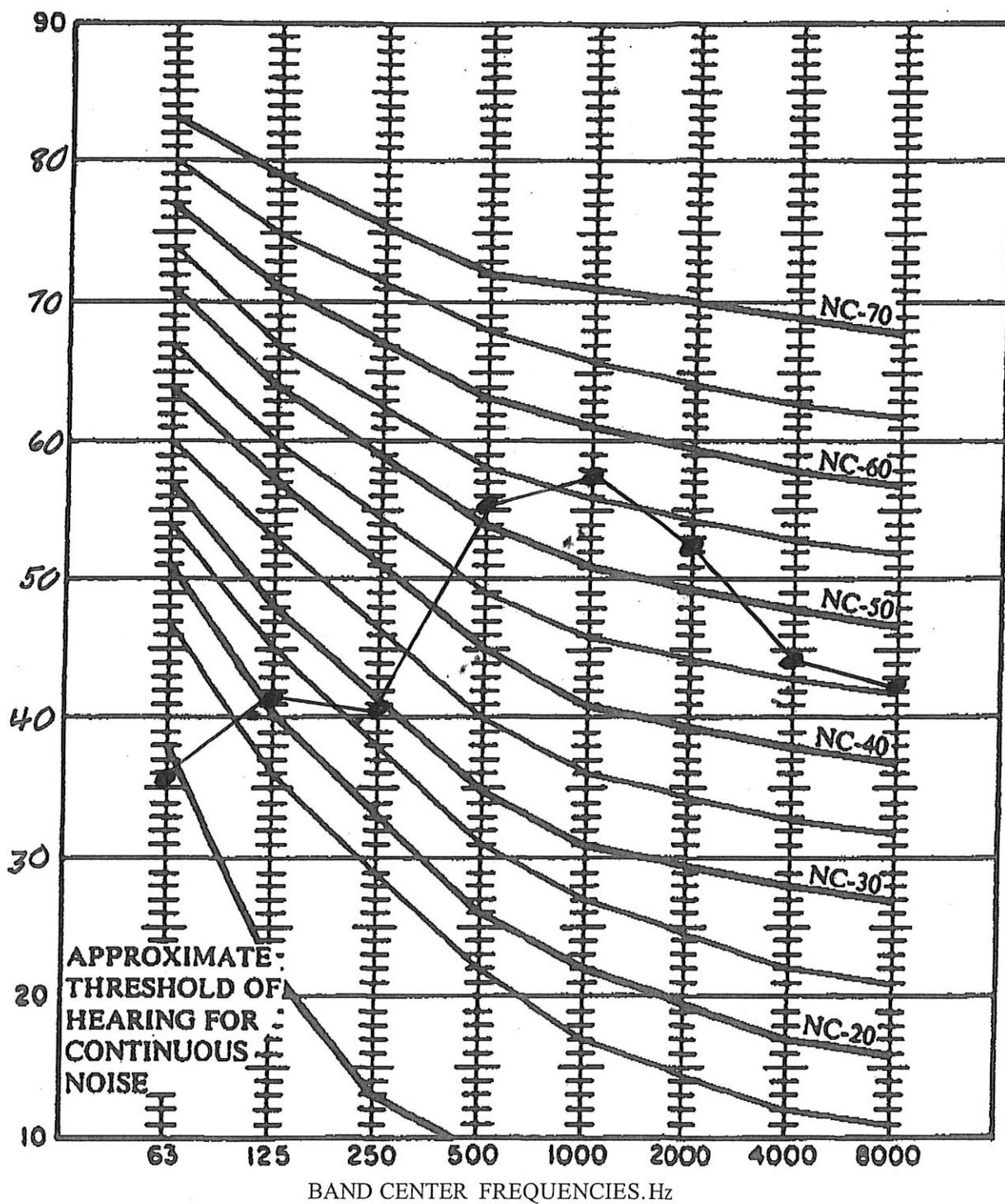
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 3188 Legacy Dr., Frisco, Tx		
Technician: Gerald J Kettler					
Instrument: Quest 2700					
Date: August 19, 2020					
	Test 4				
Scale			Difference		
A	57.6				
B	62.1				
C	65.4				
Hertz	dbA Scale				
31.5	23.4				
63	35.4				
125	41.1				
250	40.3				
500	55.3				
1000	57.6				
2000	52.3				
4000	44.2				
8000	42.9				
16000	23.8				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

4



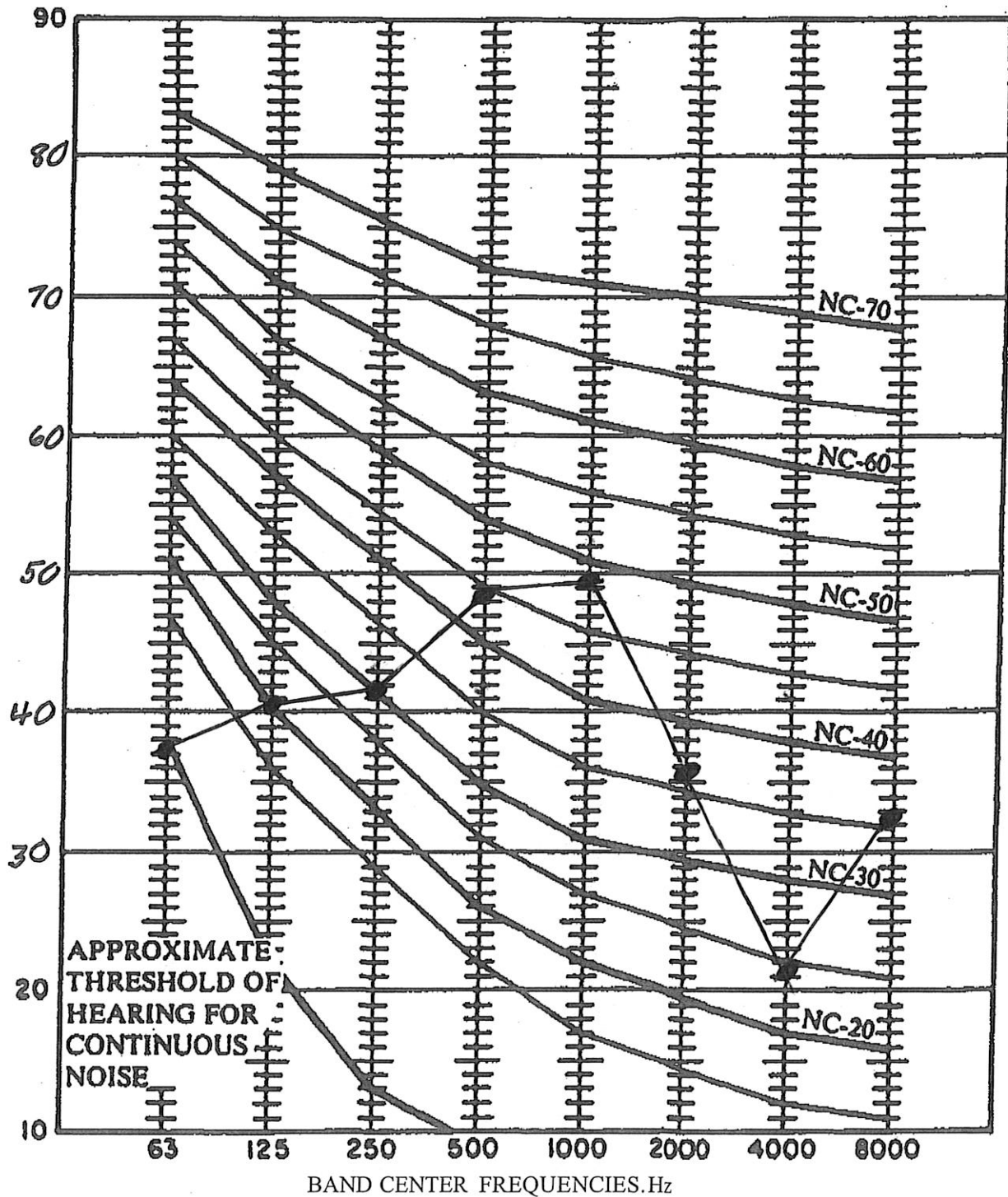
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 3188 Legacy Dr., Frisco, Tx		
Technician: Gerald J Kettler					
Instrument: Quest 2700					
Date: August 19, 2020					
	Test 5				
Scale			Difference		
A	59.4				
B	69.6				
C	83.1				
Hertz	dbA Scale				
31.5	30.2				
63	37.3				
125	40.7				
250	41.8				
500	48.9				
1000	49.7				
2000	35.4				
4000	21.2				
8000	32.2				
16000	38.4				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

3188 Legacy Dr., Frisco, Texas

5

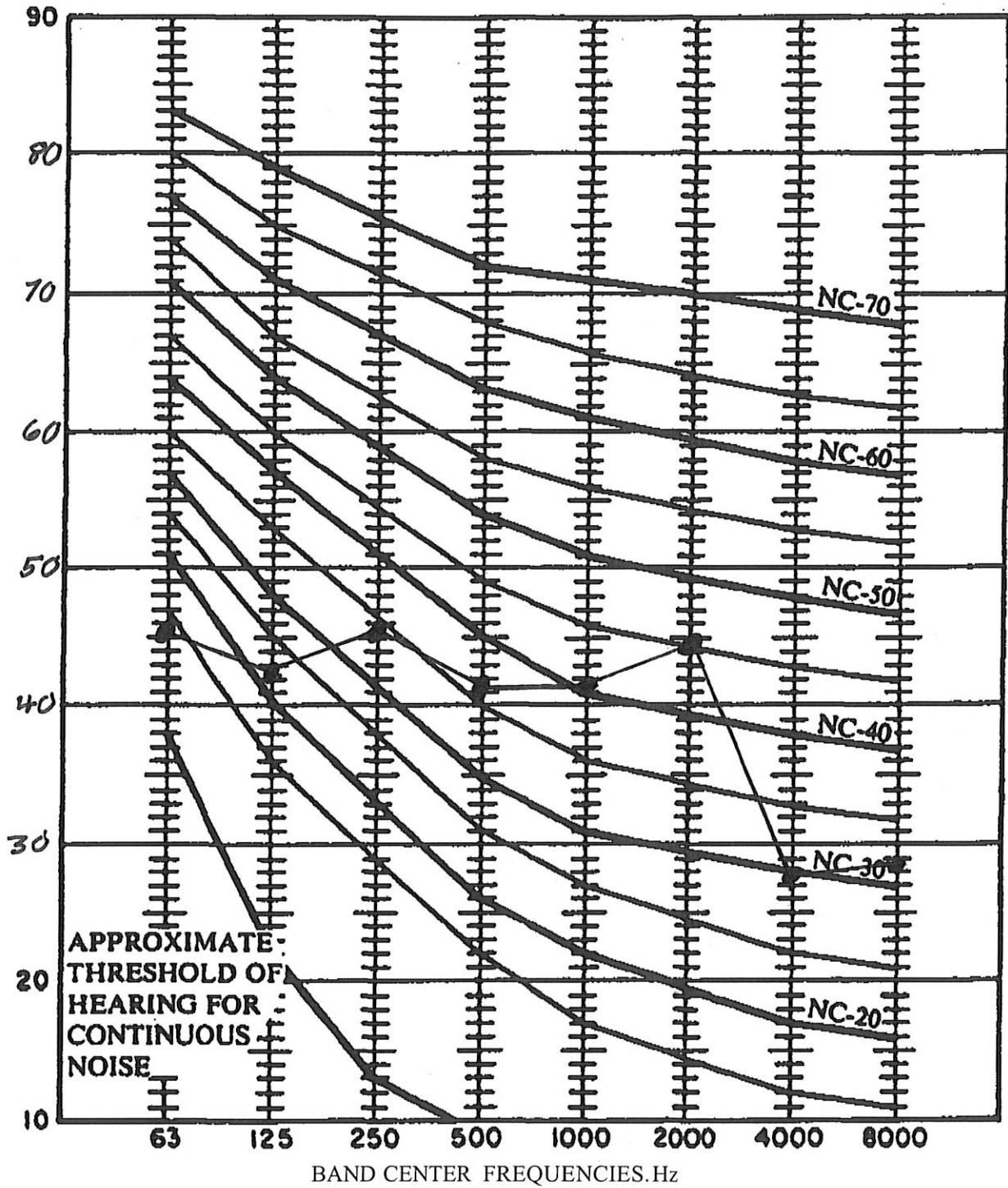


SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 6412 Colleyville Blvd, Colleyville, Tx		
Technician: Gerald J Kettler, PE					
Instrument: Quest 2700					
Date August 19, 2020					
	TEST 1				
Scale			Difference		
A	51.6				
B	63.2				
C	72.2				
Hertz	dbA Scale				
31.5	36.2				
63	45.7				
125	42.6				
250	45.2				
500	41.1				
1000	41.2				
2000	44.1				
4000	27.8				
8000	28.7				
16000	20.9				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas



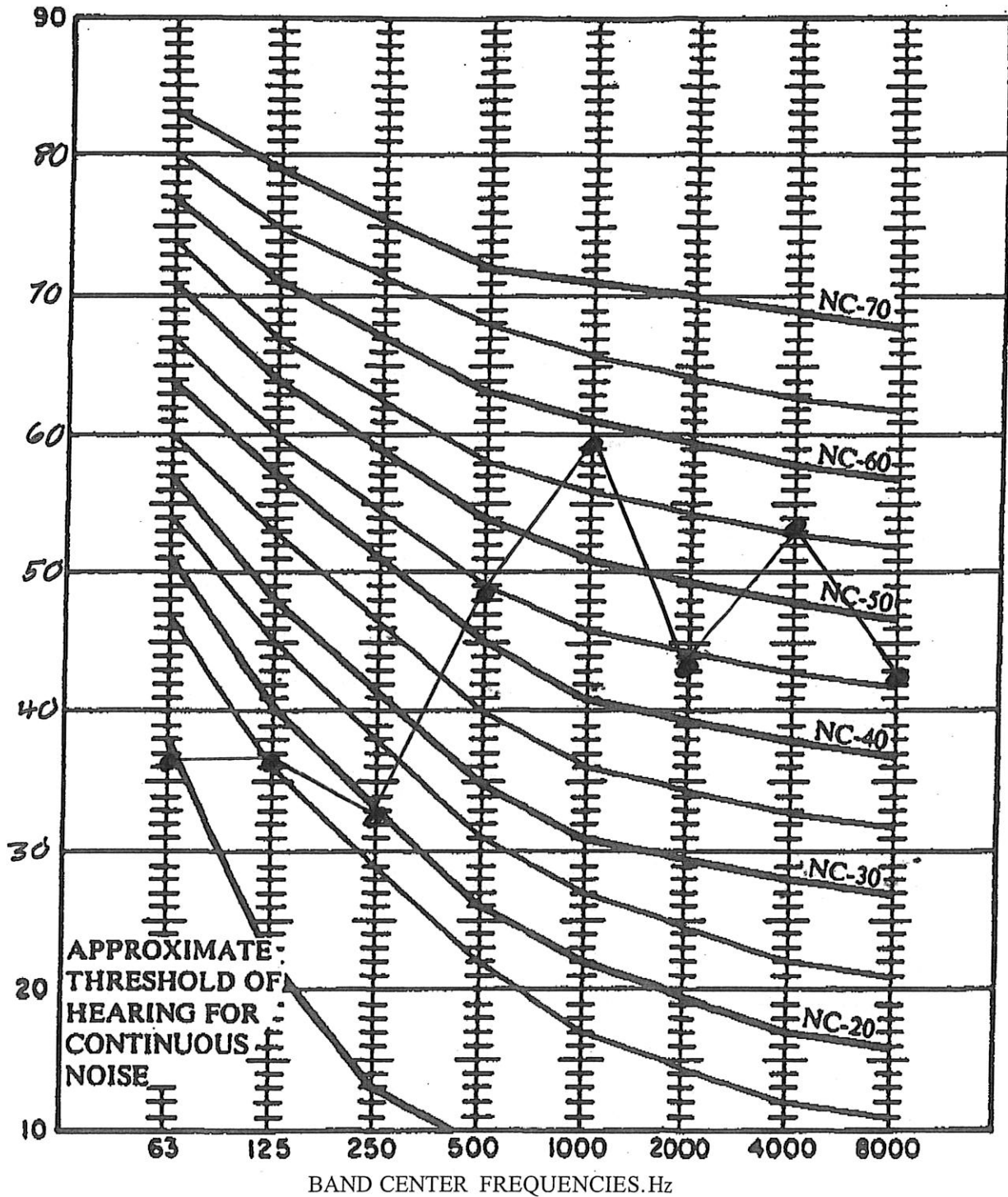
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 6412 Colleyville Blvd, Colleyville, Tx		
Technician: Gerald J Kettler, PE					
Instrument: Quest 2700					
Date August 19, 2020					
	TEST 2				
Scale			Difference		
A	60.2				
B	62.1				
C	76.3				
Hertz	dbA Scale				
31.5	28.7				
63	36.6				
125	36.2				
250	32.1				
500	48.6				
1000	59.4				
2000	42.9				
4000	53.1				
8000	42.2				
16000	21.2				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

2



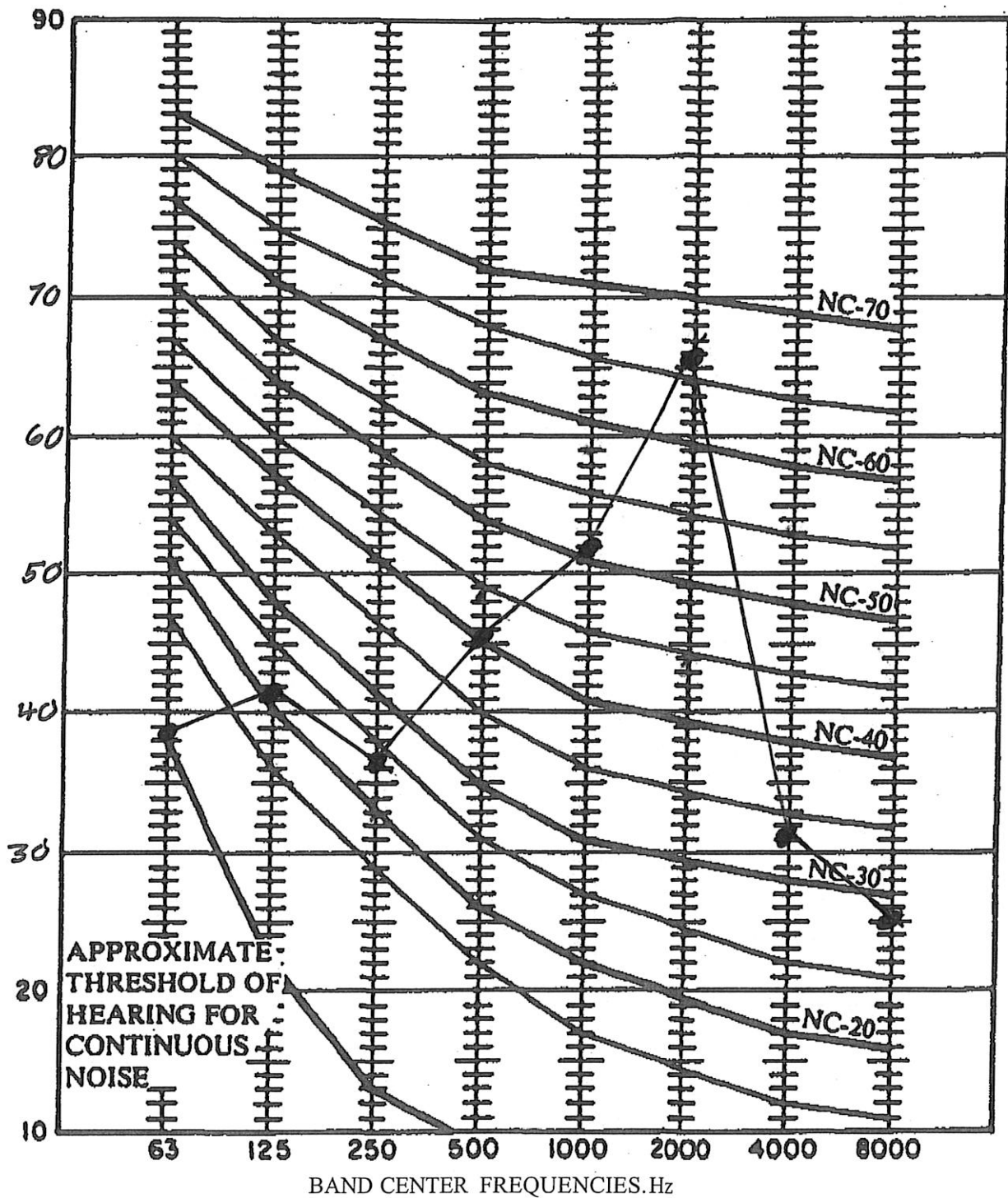
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 6412 Colleyville Blvd, Colleyville, Tx		
Technician: Gerald J Kettler, PE					
Instrument: Quest 2700					
Date August 19, 2020					
	TEST 3				
Scale			Difference		
A	51.8				
B	63.6				
C	65.4				
Hertz	dbA Scale				
31.5	27.9				
63	38.4				
125	41.4				
250	36.2				
500	45.2				
1000	51.9				
2000	66.7				
4000	31.3				
8000	25.0				
16000	21.1				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

3



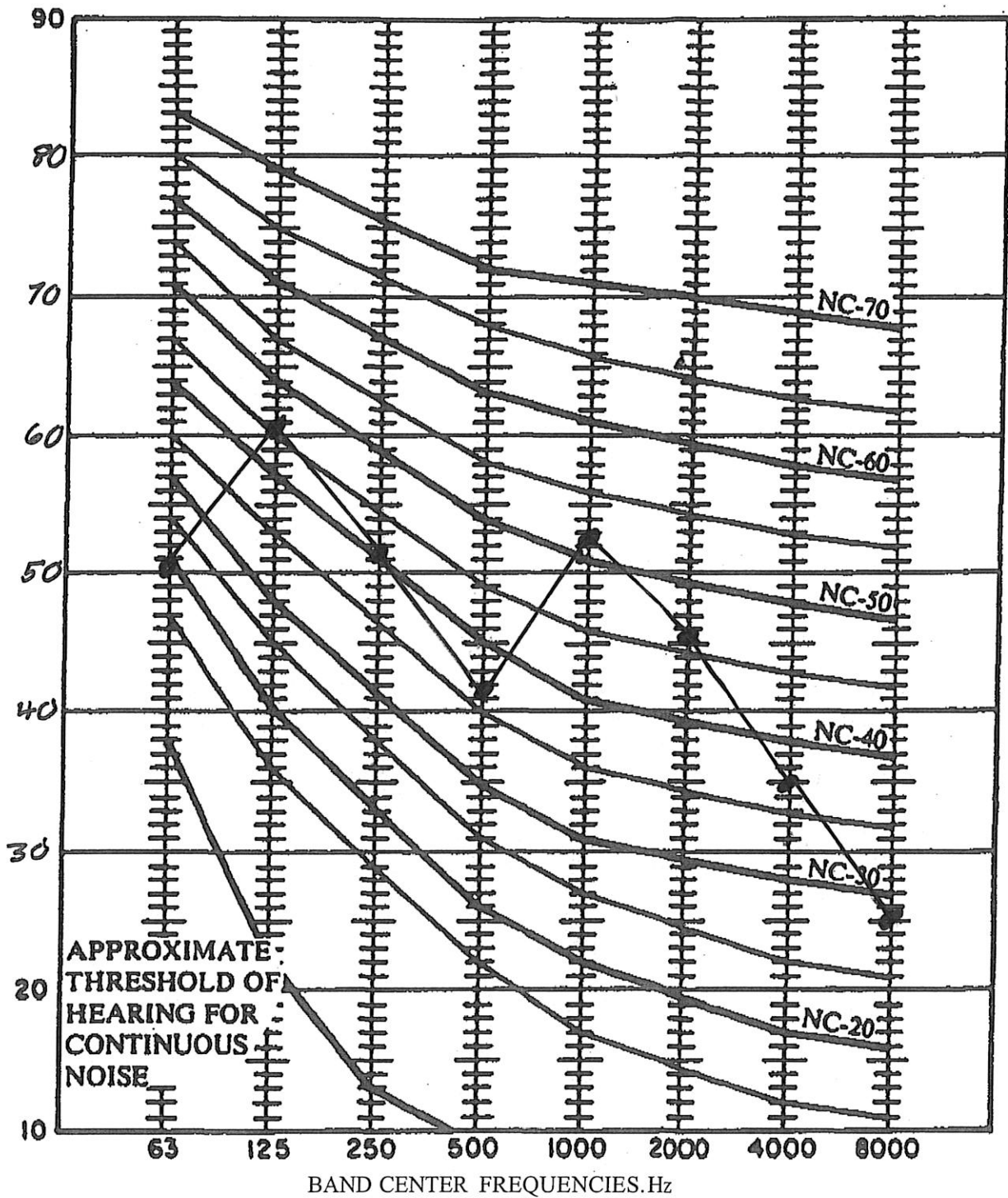
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 6412 Colleyville Blvd, Colleyville, Tx		
Technician: Gerald J Kettler, PE					
Instrument: Quest 2700					
Date August 19, 2020					
	TEST 4				
Scale			Difference		
A	50.1				
B	65.4				
C	77.1				
Hertz	dbA Scale				
31.5	39.2				
63	50.1				
125	60.2				
250	51.1				
500	41.2				
1000	52.3				
2000	45.5				
4000	34.9				
8000	25.0				
16000	21.2				
Instrument Location: 4 Feet above ground, hand held					

NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

4



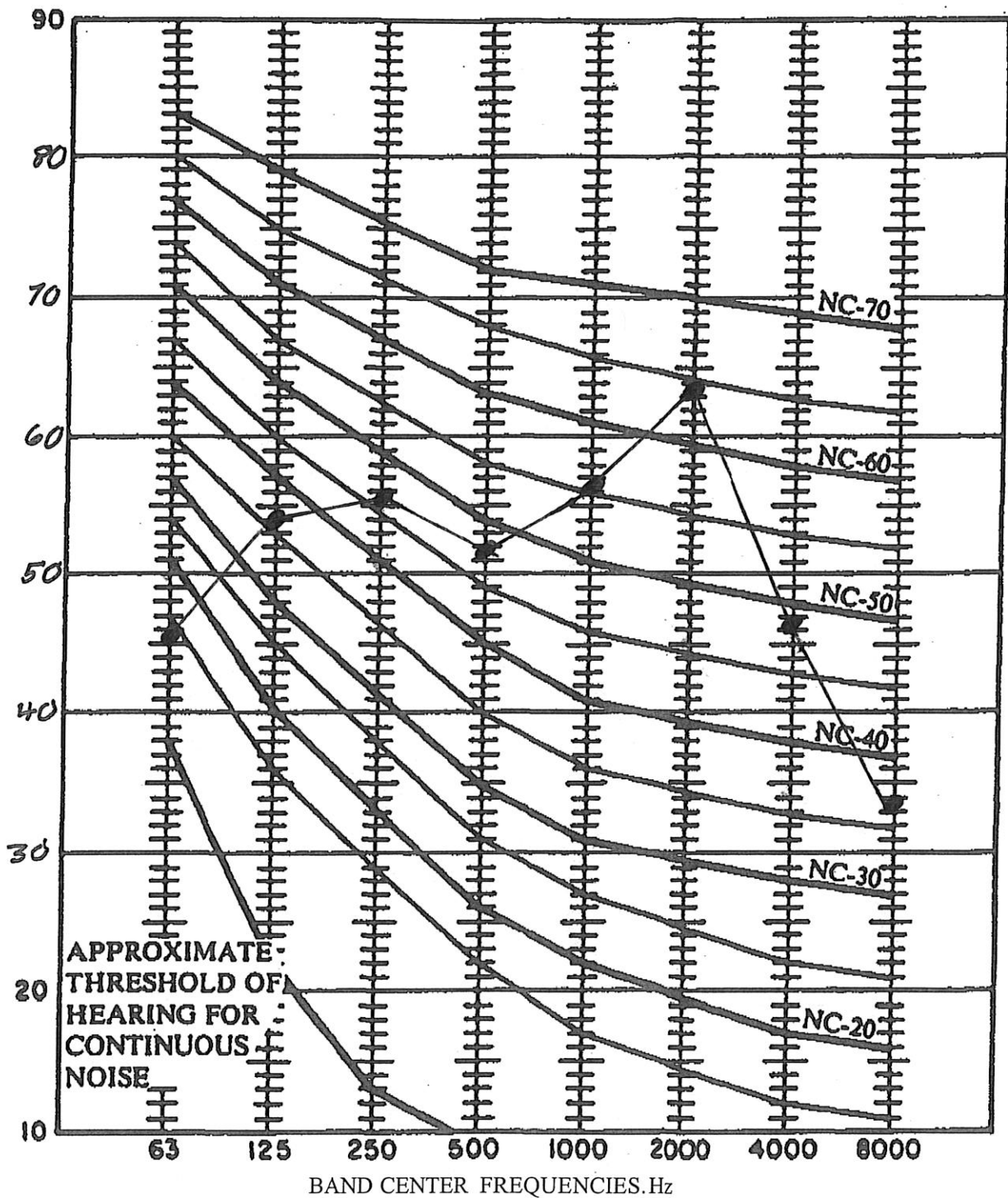
SOUND TESTING Octave Band Analysis

Project: Kiddie Academy			Address: 6412 Colleyville Blvd, Colleyville, Tx		
Technician: Gerald J Kettler, PE					
Instrument: Quest 2700					
Date August 19, 2020					
	TEST 5				
Scale			Difference		
A	56.2				
B	65.1				
C	77.4				
Hertz	dbA Scale				
31.5	38.8				
63	45.2				
125	54.0				
250	55.3				
500	51.6				
1000	56.4				
2000	63.9				
4000	46.7				
8000	33.2				
16000	24.2				
Instrument Location: 4 Feet above ground, hand held					

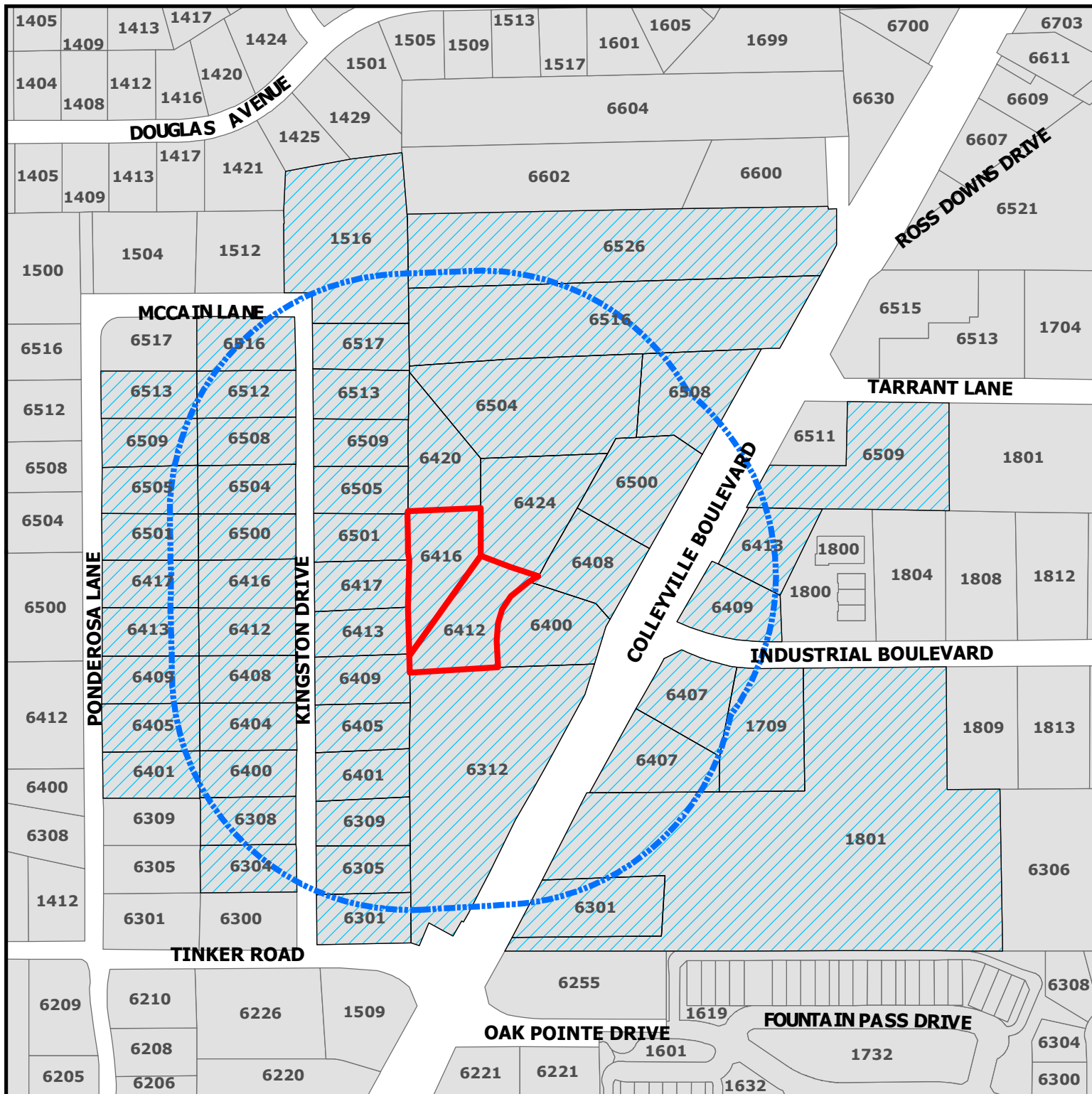
NOISE COEFFICIENT CHART

6412 Colleyville Road, Colleyville, Texas

5



Notification Map



ZC20-015

6412-6416 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.



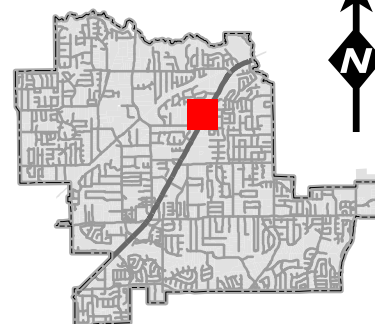
Subject Property



500ft Buffer



Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6500 COLLEYVILLE BLVD
3 J GREEN LIMITED PARTNERSHIP	6620 COLLEYVILLE BLVD STE 100	COLLEYVILLE, TX	76034	6508 COLLEYVILLE BLVD
7 MOON INVESTMENT INC	7009 COLE CT	COLLEYVILLE, TX	76034	6312 COLLEYVILLE BLVD
ADDITIONAL SELF STORAGE LP	2964 LBJ FRWY STE 400	DALLAS, TX	75234	1801 INDUSTRIAL BLVD
AMERICA'S STORAGE	4311 OAK LAWN AVE STE 360	DALLAS, TX	75219	6509 COLLEYVILLE BLVD
BITTICK, EDWARD D	6405 KINGSTON	COLLEYVILLE, TX	76034	6405 KINGSTON DR
BOULEVARD ANIMAL HOSPITAL PC	6413 COLLYVILLE BLVD	COLLEYVILLE, TX	76034	6413 COLLEYVILLE BLVD
BOWDEN, GERALD W	850 AVENIDA SERENA	MARBLE FALLS, TX	78654	6516 COLLEYVILLE BLVD
BOYLES, MARTIN	6505 PONDEROSA LN	COLLEYVILLE, TX	76034	6505 PONDEROSA LN
BRASHEAR, H C	5616 BELFAST LN	NORTH RICHLAND HILLS, TX	76180	6400 KINGSTON DR
CANNADAY, JOHN W EST	6413 KINGSTON	COLLEYVILLE, TX	76034	6413 KINGSTON DR
CAVINS, ANDREW	6513 PONDEROSA LN	COLLEYVILLE, TX	76034	6513 PONDEROSA LN
CROCKER, RHONDA	6500 KINGSTON	COLLEYVILLE, TX	76034	6500 KINGSTON DR
DACY, TIMOTHY LANCE	5705 MORLAIX CT	COLLEYVILLE, TX	76034	6516 KINGSTON DR
DIMITROV, LACHEZAR P	6509 KINGSTON	COLLEYVILLE, TX	76034	6509 KINGSTON DR
DOUGLAS, SCOTT E	6308 KINGSTON	COLLEYVILLE, TX	76034	6308 KINGSTON DR
FENNEMA, SEAN	6513 KINGSTON DR	COLLEYVILLE, TX	76034	6513 KINGSTON DR
FISH, ROBERT	6401 KINGSTON	COLLEYVILLE, TX	76034	6401 KINGSTON DR
FLIPPIN, LINDA M	6405 PONDEROSA LN	COLLEYVILLE, TX	76034	6405 PONDEROSA LN
FRANKLIN, THOMAS C	6413 PONDEROSA LN	COLLEYVILLE, TX	76034	6413 PONDEROSA LN
GABLE, STEPHAN D	6412 KINGSTON	COLLEYVILLE, TX	76034	6412 KINGSTON DR
GARRETT, KENNETH	6517 KINGSTON	COLLEYVILLE, TX	76034	6517 KINGSTON DR
GLASS, THOMAS	6304 KINGSTON	COLLEYVILLE, TX	76034	6304 KINGSTON DR
HANZELKA, JOSEPH R	6508 KINGSTON	COLLEYVILLE, TX	76034	6508 KINGSTON DR
HILDRETH, BRADLEY E	6409 KINGSTON	COLLEYVILLE, TX	76034	6409 KINGSTON DR
INGRAM, BEVERLY	212 STRATFORD CT	HURST, TX	76054	6409 COLLEYVILLE BLVD
JOHNSON, WHITNEY	6401 PONDEROSA LN	COLLEYVILLE, TX	76034	6401 PONDEROSA LN
LACZNY, WILLIAM G	6408 KINGSTON	COLLEYVILLE, TX	76034	6408 KINGSTON DR
LORD, M'LINDA	6301 KINGSTON DR	COLLEYVILLE, TX	76034	6301 KINGSTON DR
MALONE, DERRICK L	6115 GARCIA LN	FORT WORTH, TX	76140	6301 COLLEYVILLE BLVD
MCCAIN, NORMA	PO BOX 92185	SOUTHLAKE, TX	76092	1516 MCCAIN LN
MOELLER, KARLA S	6501 PONDEROSA LN	COLLEYVILLE, TX	76034	6501 PONDEROSA LN
PHETTEPLACE, NATHAN	6404 KINGSTON	COLLEYVILLE, TX	76034	6404 KINGSTON DR
PULLEN, TIMOTHY B	6501 KINGSTON	COLLEYVILLE, TX	76034	6501 KINGSTON DR
REYNOLDS, DOUGLAS	6417 KINGSTON	COLLEYVILLE, TX	76034	6417 KINGSTON DR
RICHARDSON, BOBANNE	6409 PONDEROSA LN	COLLEYVILLE, TX	76034	6409 PONDEROSA LN
RICHFIELD PROPERTIES INC	2140 E SOUTHLAKE BLVD SUITE L-	SOUTHLAKE, TX	76092	6407 COLLEYVILLE BLVD
RYAN, GERALD CASEY	6509 PONDEROSA LN	COLLEYVILLE, TX	76034	6509 PONDEROSA LN
SANDERS, BAILEY	6305 KINGSTON	COLLEYVILLE, TX	76034	6305 KINGSTON DR
SHEARS, THOMAS T TR EST	PO BOX 33349	FORT WORTH, TX	76162	6504 KINGSTON DR
SIMS, REX A	6505 KINGSTON	COLLEYVILLE, TX	76034	6505 KINGSTON DR
SMITH, CHARLES L	6417 PONDEROSA LN	COLLEYVILLE, TX	76034	6417 PONDEROSA LN
SNEED, FRANK	6309 KINGSTON	COLLEYVILLE, TX	76034	6309 KINGSTON DR
THOMAS, MATHEW	6416 KINGSTON ST	COLLEYVILLE, TX	76034	6416 KINGSTON DR
TIERNEY, THOMAS A	1709 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1709 INDUSTRIAL BLVD
TIERNEY, TOM	1709 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	6400 COLLEYVILLE BLVD
TONDRE, ZACHARY	6512 KINGSTON DR	COLLEYVILLE, TX	76034	6512 KINGSTON DR
TRES ROSAS LTD	6516 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6526 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6420 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6416 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6424 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6412 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6408 COLLEYVILLE BLVD
YARD ART P&F LTD	1223 CRESTSIDE DR STE 100	COPPELL, TX	75019	6407 COLLEYVILLE BLVD
				6504 COLLEYVILLE BLVD
MONTERRA ADDITION	6811 MILTON DR	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
BROWN, STEPHEN	5801 TENNYSON PARKWAY, SUITE 150	PLANO, TX	75024	APPLICANT

Public hearing notices were mailed on June 26, 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, July 13, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, August 4, 2020 & Tuesday, August 18, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a request for a Special Use Permit for a 'Day Care Center'. The purpose is to allow for new construction and operation of the child day care facility, Kiddie Academy Day Care.

Zoning Case: ZC20-015

Applicant: Stephen Brown

Owner: Kevin Afkami

Location: 6412 and 6416 Colleyville Blvd

Property Description: Lot 9R and 10R, Block 1, of the Winding Creek Addition

Present Zoning: PUD-R Planned Unit Development-Residential

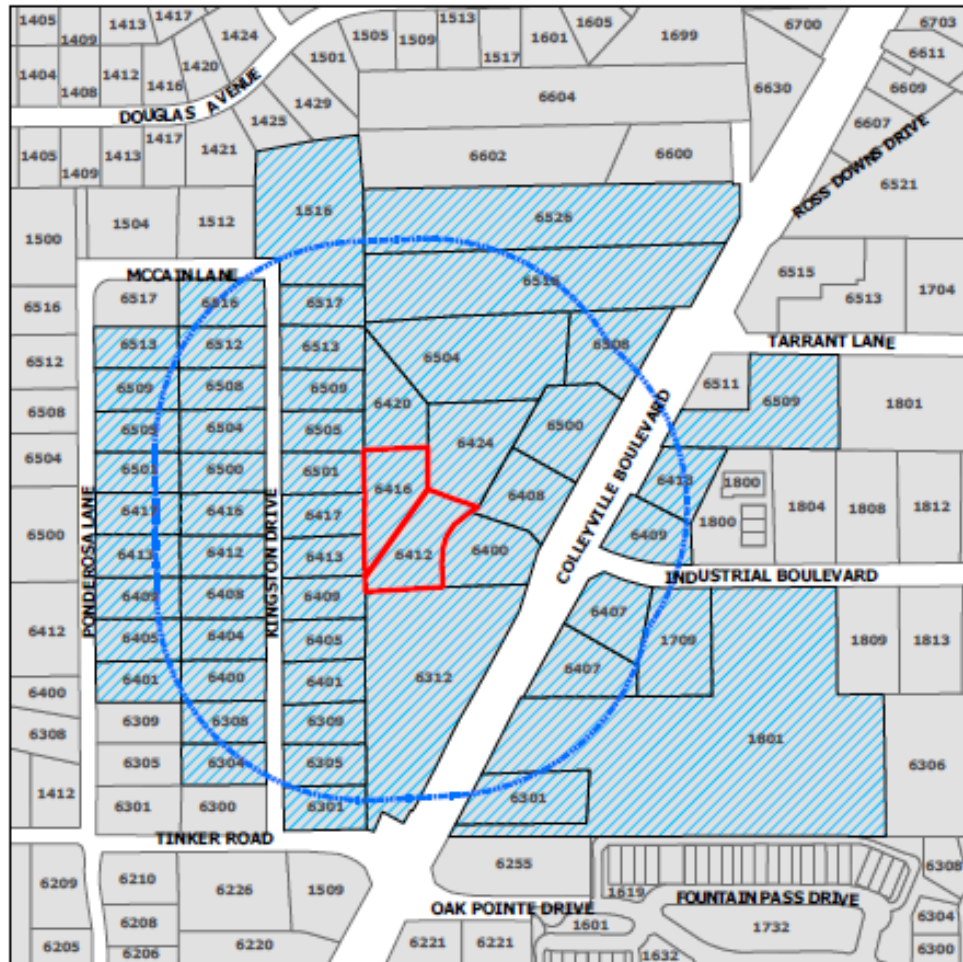
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

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

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Active Development Case map:

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

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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Letter of Opposition

Jackie Reyff

From: Susan Reynolds
Sent: Thursday, April 30, 2020 4:40 PM
To: Jackie Reyff
Subject: ZC20-008

Hi Jacquelyn,

We are Colleyville residents and live at 6417 Kingston. Our back fence is at ground zero to the proposed development at 6412 & 6416 Colleyville Blvd. We are sending a written protest in regards to the request for a permit to build the daycare center. We always understood that there would be some type of business going in behind us. We were told it was zoned for Professional Office Buildings. Not a daycare center with over 190 children being dropped off/ picked up twice a day, or maybe more often than that. The homes this school will impact are retired/almost retired couples. If we wanted to live by a school, we would have bought a home by one. Now with this proposal and looking at the design of this daycare, the playgrounds are right along our fence lines. We understand the 25' distance from our wall, but sound doesn't respect that. We will basically have children in our backyard (so to speak) every week day, all day when they are out on those playgrounds. Have you sat and listen to children on playgrounds? Laughing, screaming, and yelling, as it should be, they are having fun. But we don't want to live by a school, nor should a school and its playgrounds be this close to homes.

Sincerely,
Doug & Susan Reynolds
Sent from my iPhone

Letter of Opposition

Araceli Botello

Subject: FW: day care 6504 and 6502 Colleyville blvd.

From: tim <>

Sent: Sunday, May 10, 2020 3:57 PM

To: Ben Bryner <BBryner@colleyville.com>

Subject: day care 6504 and 6502 Colleyville blvd.

We live at 6501 Kingston, that is behind the lots in question. At this time we are against the construction of this day care. There is already a wedding building behind us. We are not against a daycare in Colleyville, but not in our backyard. It's really too close. There must be a better location we can find. Most of the people on this street are retired or close to it. Can we move it closer to 26? We have five kids and 11 grandkids, this is our day care. With the wedding building and a day care in our back yard is a little much. Those that have older parents would feel the same way. Thank you. Tim and Gayline Pullen.

Sent from [Mail](#) for Windows 10

Letter of Opposition

Araceli Botello

Subject: FW: Daycare on Highway 26

From: Kristi Spann

Sent: Thursday, August 20, 2020 8:42 PM

To: Jackie Reyff <JReyff@colleyville.com>

Subject: Daycare on Highway 26

City Council:

We understand that a daycare is under consideration to be built on Highway 26. This property backs up to our neighborhood and the playground would be right behind us. Our major concerns are the noise this will cause in our quiet neighborhood and the traffic congestion it will bring on 26 and Tinker Road if this is built. Traffic is already bad during rush hour traffic and the daycare traffic will only add to it.

We understand that this has been in the works for over a year; considering the amount of problems this could cause, we are wondering how it has gotten as far as it has. We believe offices of some sort would be much better suited for the property.

Regards,
Bradley and Kristi Hildreth
6409

ORDINANCE O-20-2127

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOTS 9R & 10R, BLOCK 1, OF THE WINDING CREEK ADDITION, LOCATED AT 6412 AND 6416 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A DAY CARE CENTER; A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a Day Care Center under Case No. ZC20-015; 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 Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for a Day Care Center on Lots 9R & 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, as depicted on Exhibit "A", Exhibit "B", and Exhibit "C".

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

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

1. GENERAL

a. This Special Use Permit shall apply only to "Exhibit "B" and Exhibit "C" as shown on the Zoning Exhibit and Elevations Exhibit as attached.

b. A minimum of 40 parking spaces shall be required for this use.

c. Speed limit signs be placed on the property.

d. The applicant work with the surrounding property owners to resolve any drainage issues.

e. This Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.

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

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

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

- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT 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 4th day of August 2020.

The second reading and public hearing being conducted on the 2nd day of November 2020.

PASSED AND APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS ON THIS THE 2ND DAY OF NOVEMBER 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" – Zoning Map

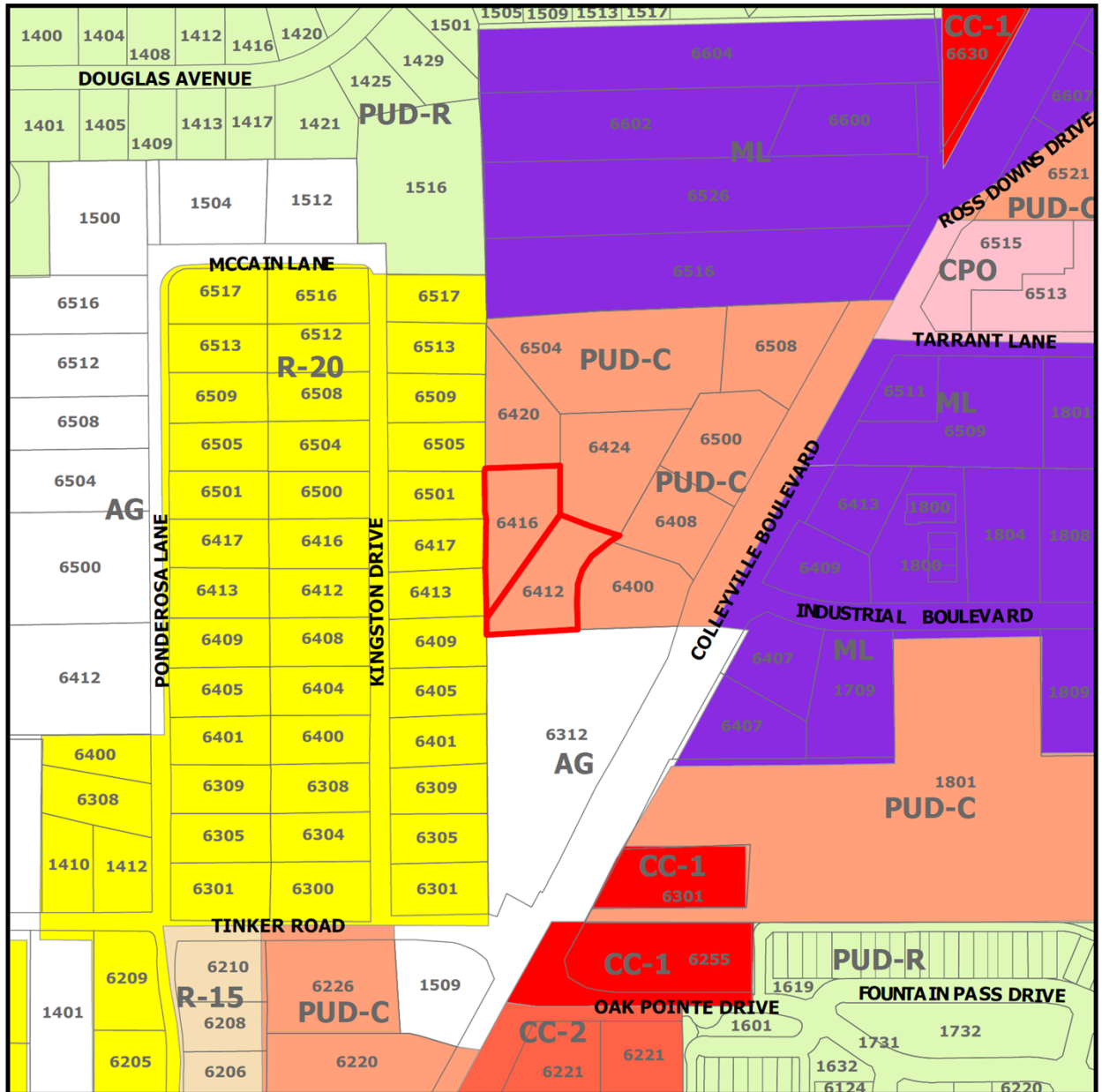


Exhibit "B" – Statement of Planning Objectives and Site Plan Exhibit



T: 469.331.8566 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 W McDermott Drive, Suite 110, Allen, TX 75013

State of Planning Objectives

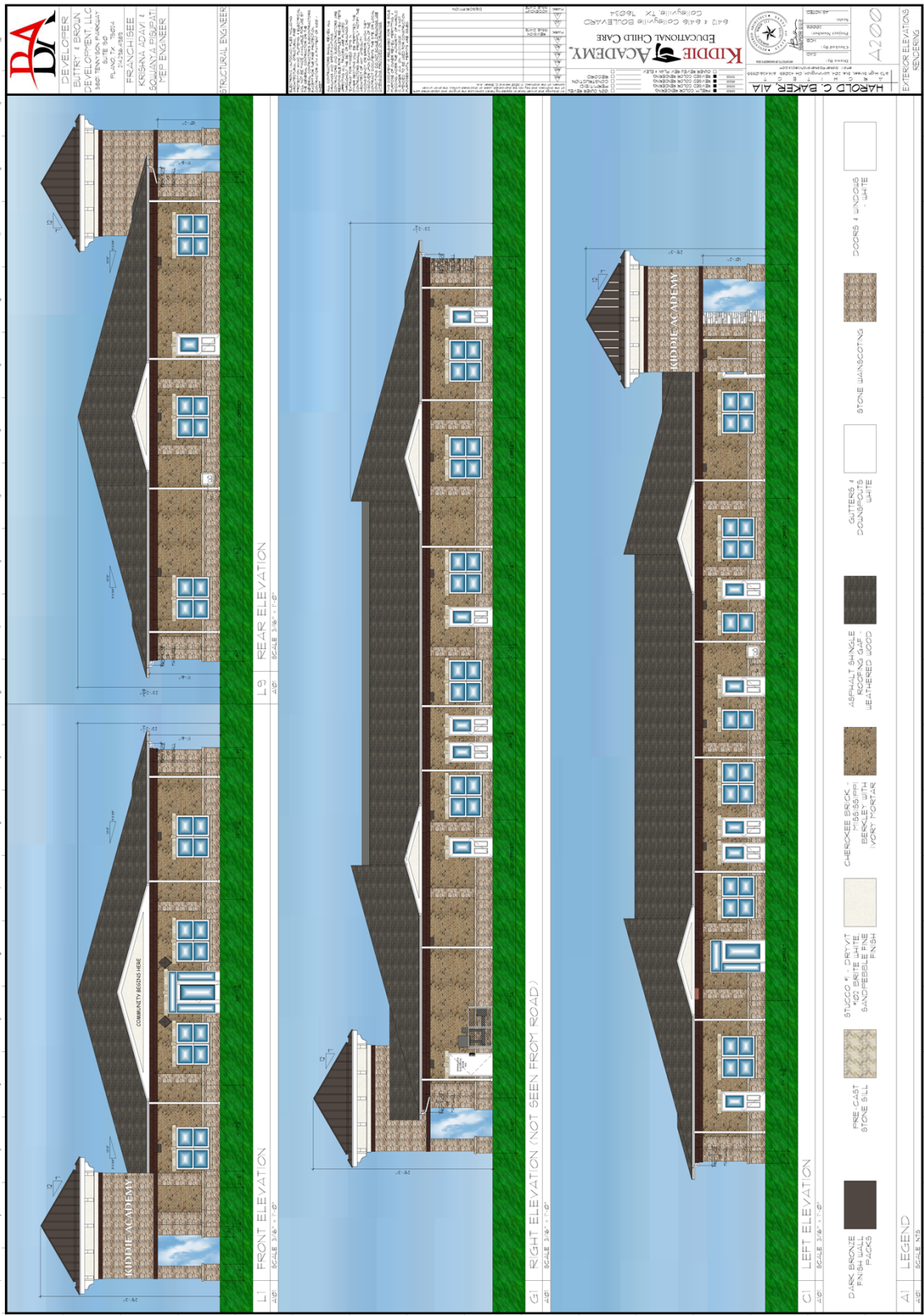
The purpose of the special use permit application is to request for Kiddle Academy Day Care service on Lot 9R & 10R, Block 1, WindingCreek Addition. Kiddle Academy is an educational child care provider that focuses on learning, creativity, compassion, and character. Shaping and inspiring children for the future always have been a critical part of the Kiddle Academy vision. The Kiddle Academy cares for, educates, and encourages its children to do more and be more.

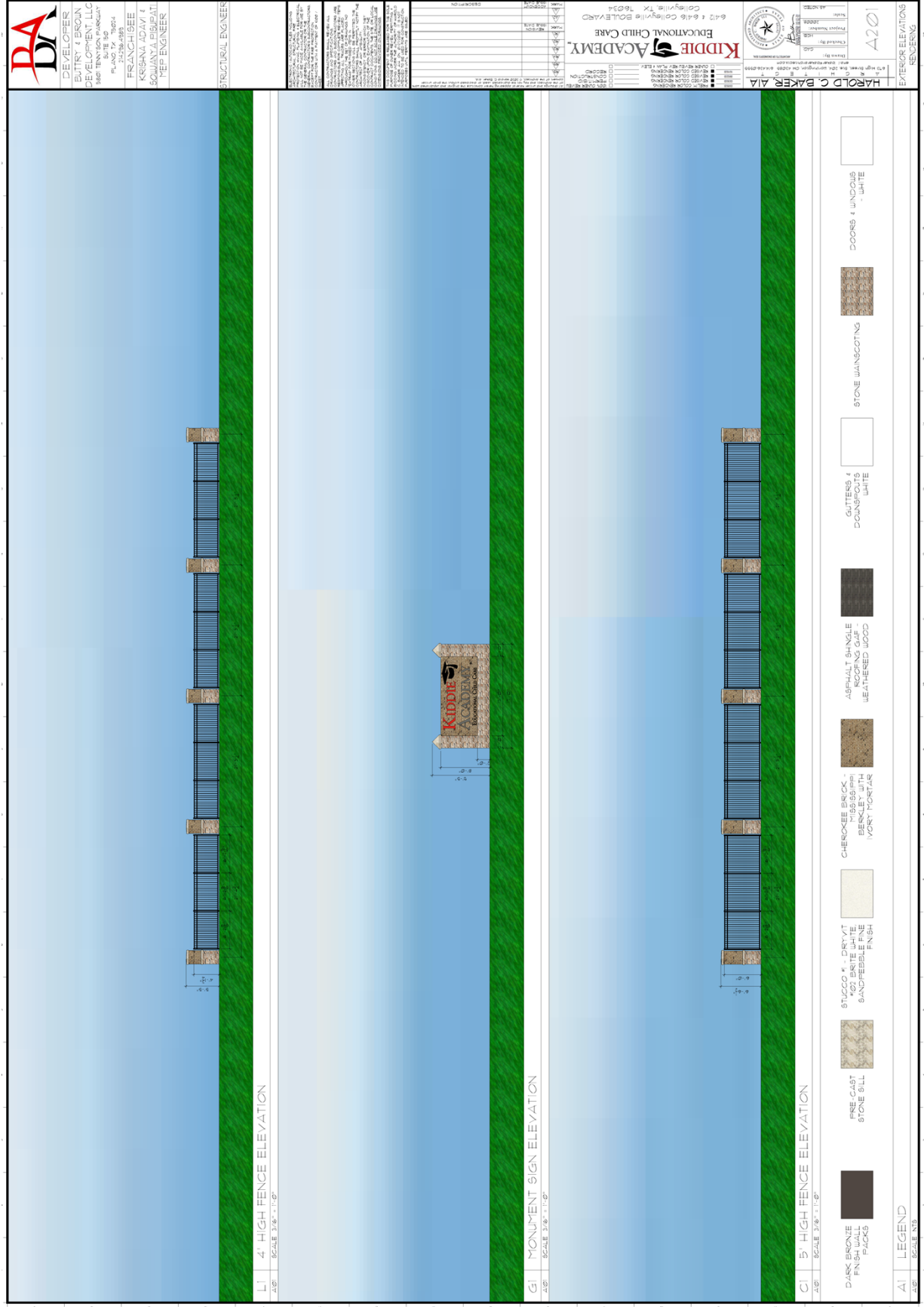
The provided site plan complies with the city of Colleyville ordinance. The proposed use is compatible with the surrounding zoning because it will add a convenient and aesthetically pleasing mix of neighborhood services. Adequate vehicular and pedestrian circulation has been providing throughout the site. Proper fire safety accommodations have been provided. Off-street parking for the Kiddle Academy has presented at one space per faculty plus one space per 5 children. Stacking will not be an issue as parents will be required to park in a parking space and enter the building to sign children in and out. The proposed landscape has been shown to meet screening requirements and enhance the overall site aesthetics.

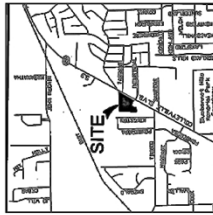
Development Schedule

The Kiddle Academy anticipates estimated to start construction on August 2020. The grand opening day projected on August 2021.

Exhibit "C" – Elevations Exhibit







SOLID SOD NOTES

- [illegible]

LANDSCAPE TABULATIONS

SITE AREA - 84,162 s.f.
Requirement:
30% of the total site area to be landscape area.
50% of the required landscape area to be located in the

19,249 s.l. (30%)
9,625 s.l. (50%)

Requirement	Required	Provided
PARKING LOTS - 40 spaces		
Requirement:		
(1) tree per 18 parking spaces		(3) canopy trees, 3" cal.
All parking spaces to be within 90 ft. of canopy tree		(2) ornamental trees, 2" cal.
		All spaces within 90 ft. of a tree

PLANT MATERIAL SCHEDULE

ID	CIS	CIS NAME		FORMAL NAME		SIZE	REMARKS
		TYPE	CODE	NAME	NAME		
1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10
11	11	11	11	11	11	11	11
12	12	12	12	12	12	12	12
13	13	13	13	13	13	13	13
14	14	14	14	14	14	14	14
15	15	15	15	15	15	15	15
16	16	16	16	16	16	16	16
17	17	17	17	17	17	17	17
18	18	18	18	18	18	18	18
19	19	19	19	19	19	19	19
20	20	20	20	20	20	20	20
21	21	21	21	21	21	21	21
22	22	22	22	22	22	22	22
23	23	23	23	23	23	23	23
24	24	24	24	24	24	24	24
25	25	25	25	25	25	25	25
26	26	26	26	26	26	26	26
27	27	27	27	27	27	27	27
28	28	28	28	28	28	28	28
29	29	29	29	29	29	29	29
30	30	30	30	30	30	30	30
31	31	31	31	31	31	31	31
32	32	32	32	32	32	32	32
33	33	33	33	33	33	33	33
34	34	34	34	34	34	34	34
35	35	35	35	35	35	35	35
36	36	36	36	36	36	36	36
37	37	37	37	37	37	37	37
38	38	38	38	38	38	38	38
39	39	39	39	39	39	39	39
40	40	40	40	40	40	40	40
41	41	41	41	41	41	41	41
42	42	42	42	42	42	42	42
43	43	43	43	43	43	43	43
44	44	44	44	44	44	44	44
45	45	45	45	45	45	45	45
46	46	46	46	46	46	46	46
47	47	47	47	47	47	47	47
48	48	48	48	48	48	48	48
49	49	49	49	49	49	49	49
50	50	50	50	50	50	50	50
51	51	51	51	51	51	51	51
52	52	52	52	52	52	52	52
53	53	53	53	53	53	53	53
54	54	54	54	54	54	54	54
55	55	55	55	55	55	55	55
56	56	56	56	56	56	56	56
57	57	57	57	57	57	57	57
58	58	58	58	58	58	58	58
59	59	59	59	59	59	59	59
60	60	60	60	60	60	60	60
61	61	61	61	61	61	61	61
62	62	62	62	62	62	62	62
63	63	63	63	63	63	63	63
64	64	64	64	64	64	64	64

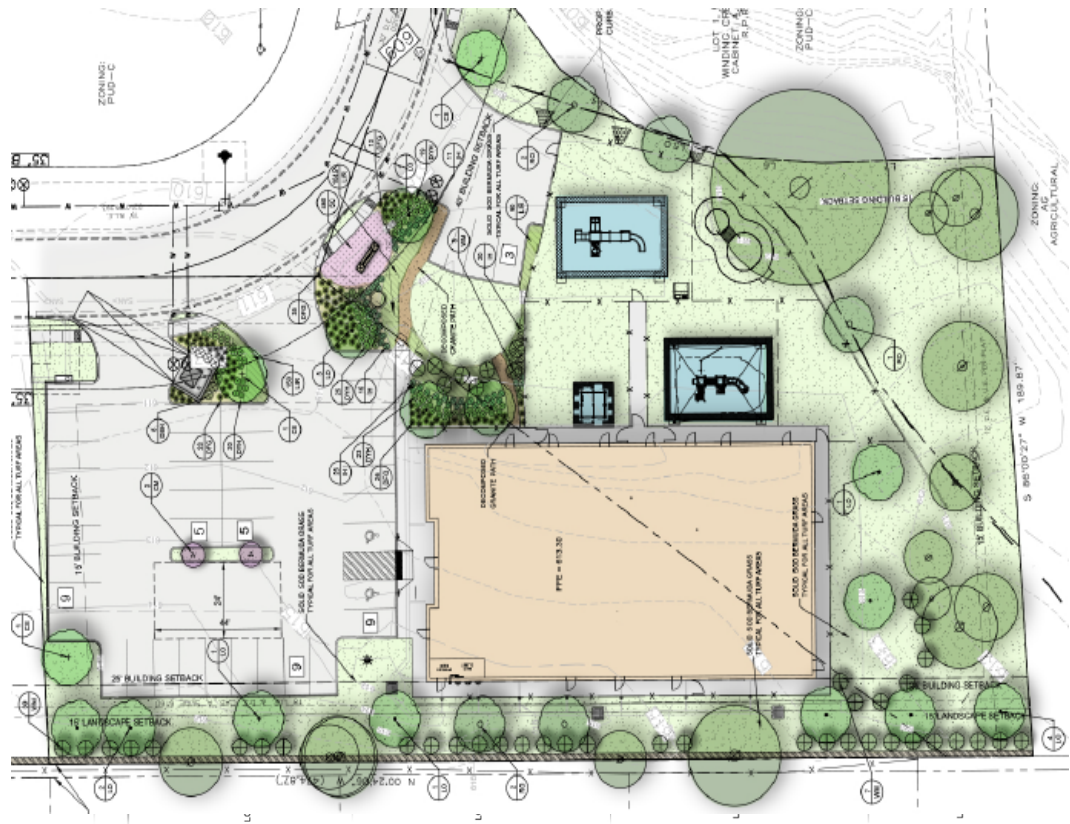
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching

GENERAL LAYIN NOTES

1. FINE GRADE TOPSOIL TO ACHIEVE FINAL CONTOURS INDICATED ON PLAN.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDING AND DRIVE. REPAIR AND RESEAL DRIVE CURBS AND SLOPE DRIVE AND DRIVE ADJACENT DRIVE INTERSECTING DRIVE STRAIGHT.
3. ALL LAWN AREAS TO RECEIVE SEED OR SHALL BE LEFT IN A MAXIMUM OF 10% GRASS. SEED SHALL BE APPLIED TO THE SOIL SURFACE IN CONJUNCTION WITH GRASS STRIPES CUT FROM THE LAWN.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FINEST SIEVE FROM THE REGION, BROWN OR BROWNISH AND FREE FROM LIMBS, CLAY, STONES, BRICKS, GLASS, RUBBER, PLASTIC, METAL, OR OTHER CONTAMINANTS. NO SALT AND SHALL BE DROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED, INDENTED THROUGHOUT TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDING AND DRIVE. ALL LAWN AREAS TO BE INSPECTED PRIOR TO FINAL APPROVAL.
6. ALL RIDGES OF PAVEMENT AND LAWNED GRASS SHALL BE GRADED. CONCRETE SURFACES SHALL BE SLOPED PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
7. CONTOURS OF LAWN SHALL BE 10% INCH OF MINIMUM TOPSOIL ON

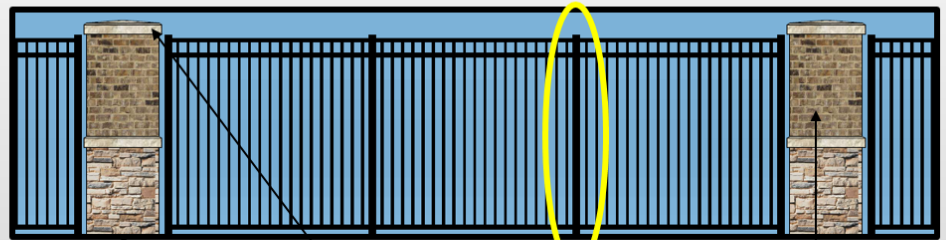
LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY AGENCIES OF ANY DISCREPANCIES. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND OBTAIN SUPPORT DATA FROM AGENCIES AND/OR SUPPLIERS OF OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND OBTAIN ALL NECESSARY PERMITS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND PROTECTION PLAN.
4. CONTRACTOR TO PROVIDE A MINIMUM 1% SLOPE FROM ALL STRUCTURES.
5. ALL FURNISHED BARRIERS AND LAWN AREAS TO BE EXHAUSTED BY STEEL ROLLERS. ALL STEEL ROLLERS TO BE INSULATED AGAINST A DRAINAGE OF 1%.
6. ALL LAWN AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE COVER AND FLEETLE DECKING.
7. ALL LAWN AREAS TO BE SOLID SOIL BIOLOGICALS, UNLESS OTHERWISE SPECIFIED.

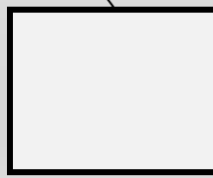


PROPOSED FENCING WITH COLUMNS

- City requested upgraded fence with masonry columns to match the building elevations. Stone base with brick upper tier column.
- Fence sections are 12' to 18' between columns depending on site location.



Lueders Buff Stone



Cast Cap Stone



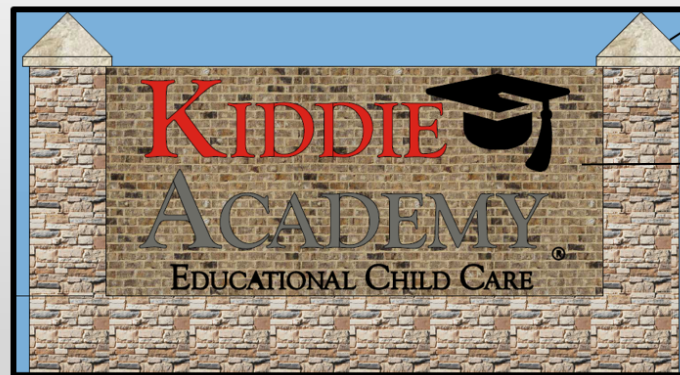
Safety Bollards
are integral
within the fence
post.



Pine Ridge Brick

PROPOSED MONUMENT SIGN

- Proposed monument sign with masonry columns to match the building elevations. Stone base with brick inset.
- Sign to incorporate individual letters, not a panel system.
- Size to be determined



Cast Cap Stone



Pine Ridge Brick



Lueders Buff Stone

SHADE STRUCTURES & PLAYGROUND EQUIPMENT EAST SIDE OF THE BUILDING



- Shade structures are now on the east side of the building – not in front or back of the building.
- Color to be determined and coordinated with the city.

SOLID VINYL FENCING ON SOUTH & SOUTHWEST CORNER OF PROPERTY

- Solid vinyl fencing provided on the south and southeast corner of the playground to help reduce potential noise.
- This could be used on the south property line instead.







City of Colleyville City Council Agenda Briefing

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

Agenda Number 7b

Agenda Date 12/1/2020

Number Ordinance O-20-2128

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district for the Winding Creek development, specifically for hours of operation on Lots 9R and 10R, Block 1, of the Winding Creek Addition, located at 6412 and 6416 Colleyville Boulevard, Case ZC20-012

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading & Public Hearing

The item was removed from the table and presentation made to the Council. Remaining questions/concerns include: noise from adjacent parking lot, building articulation, moving the trash enclosure, and the traffic (drop off & pick up) pattern. The item was tabled to the November 17, 2020 City Council meeting.

As a follow up to the discussion, the City looked into the Crème de la Crème facility specifically related to noise. The playground facilities are located at the back of this property. The City has not received any noise complaints stemming from Crème de la Crème.

UPDATE 10/30/2020: It is anticipated this item will be removed from the table if the City Council acts of the previous item, Ordinance O-20-2127. Notices (letters, emails, & phone calls) were provided to the adjacent property owners who have attended previous meetings making them aware of the intent to remove the item from the table for discussion and possible action.

This item remained tabled at the September 1, 2020, the September 15, 2020, the October 6, 2020, and the October 20, 2020 meetings.

This item was tabled at the August 18, 2020 meeting.

The applicant was present at the first reading and spoke on the item.

First Reading & Public Hearing

Stephen Brown, the applicant, has submitted a request for an amendment to the

existing PUD-C Planned Unit Development – Commercial ordinance for the Winding Creek development, being approximately 1.41 acres, and zoned PUD-C Planned Unit Development – Commercial. The purpose is to amend the PUD-C's hours of operation from 7:00 a.m. – 8:00 p.m. to 6:30 a.m. – 6:30 p.m. Monday through Friday specific to Lots 9R and 10R for a child care facility.

Existing Conditions/Background: The subject property is currently known as the Winding Creek development and is developed as an office park with the Montclair Wedding Venue. Commercial retail uses are permitted on properties adjacent to Colleyville Boulevard. The proposed business would be a 10,000 s.f. day care center.

Proposed Amendment:

Request – The applicant requests to change the PUD Ordinance to change the hours of operation for the child day care center to 6:30 a.m. – 6:30 p.m. Monday – Friday.

Analysis: The requested PUD-C amendment will establish hours of operation similar to other child day care facilities in Colleyville. The Crème de la Crème child day care center's hours of operation are 6:30 a.m. to 6:30 p.m. Monday - Friday

Surrounding Development: The properties to the north and east are zoned PUD-C Planned Unit Development - Commercial and are unimproved lots within the Winding Creek development. The property to the south is zoned AG Agricultural and is unimproved. Properties to the west are zoned R-20 Single Family Residential and are improved with single family homes.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development. The proposed change to the PUD-C ordinance does not conflict with any portion of the comprehensive plan.

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

Staff Recommendation: Staff recommends approval of the requested amendment. The proposed amendment to the existing PUD-C ordinance adjusting the hours of operation would comply with Colleyville development regulations and the comprehensive plan.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the request at their July 13, 2020 meeting by a vote of 6-0.

Financial Impact

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

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Business Plan
6. Site Plan
7. Building Elevations
8. Notification Map
9. Notification List
10. Property Owner Notification
11. Letters of Opposition
12. Ordinance O-20-2128

Aerial Map



ZC20-012

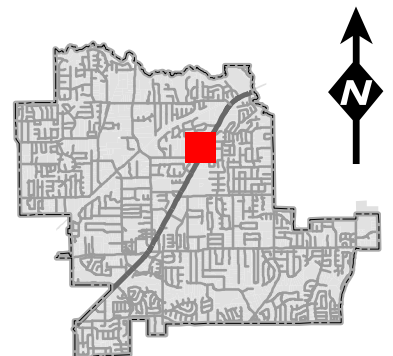
6412-6416 Colleyville Blvd

DISCLAIMER:

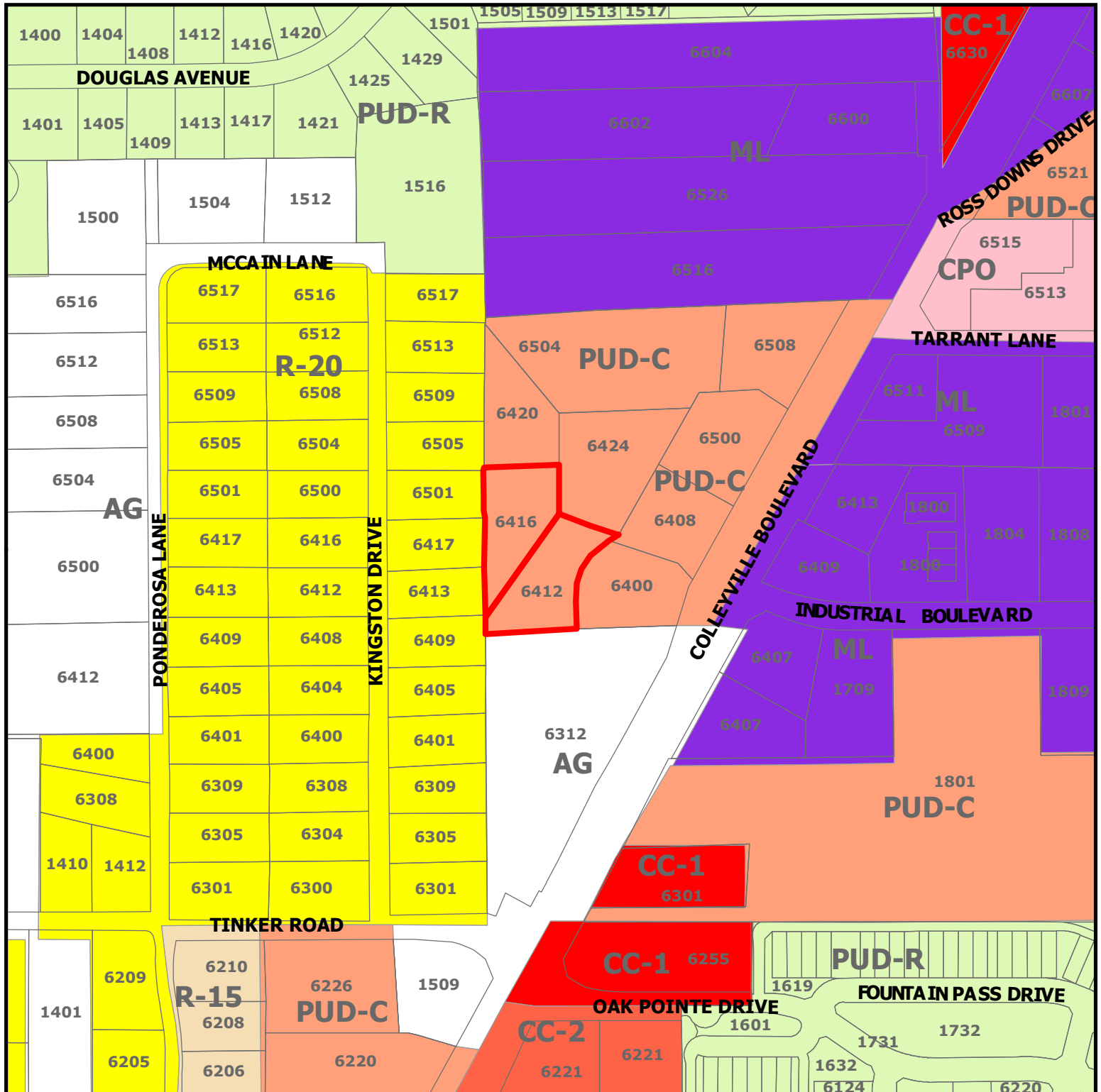
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



ZC20-012

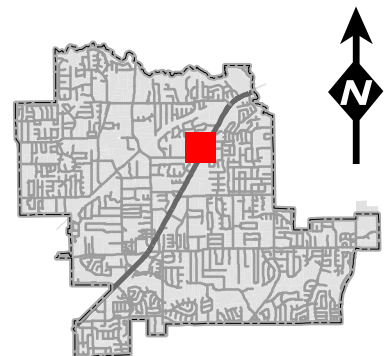
6412-6416 Colleyville Blvd

DISCLAIMER:

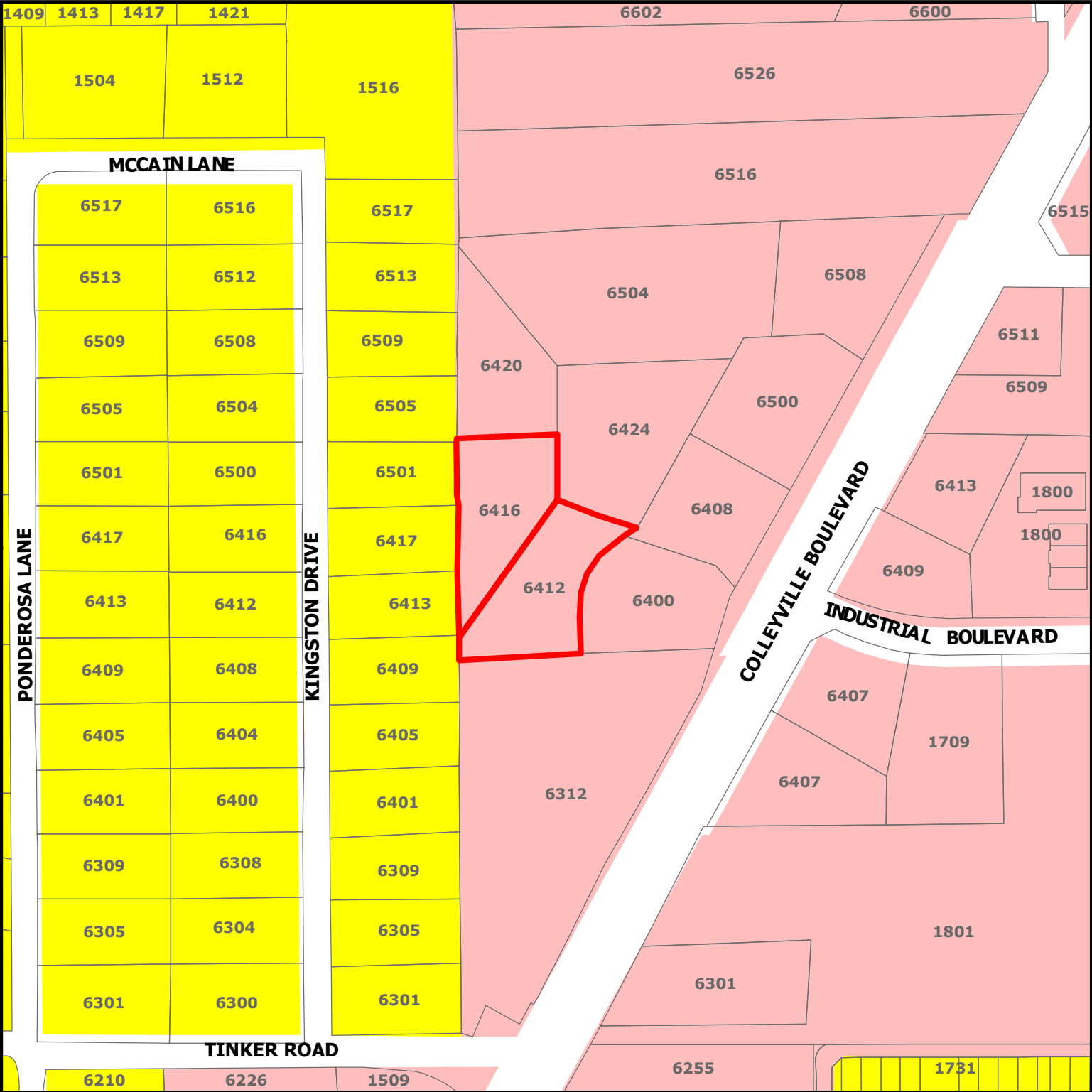
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



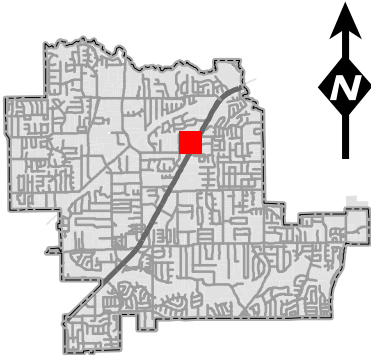
Future Land Use Map



DISCLAIMER:
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.

ZC20-012
6412-6416 Colleyville Blvd

-  Subject Property
-  Residential
-  Colleyville Blvd Corridor



Statement of Planning Objectives



T: 469.331.8566 | F: 469.359.6709 | W: triangle-engr.com | O: 1784 W McDermott Drive, Suite 110, Allen, TX 75013

State of Planning Objectives

The purpose of the special use permit application is to request for Kiddle Academy Day Care service on Lot 9R & 10R, Block 1, WindingCreek Addition. Kiddle Academy is an educational child care provider that focuses on learning, creativity, compassion, and character. Shaping and inspiring children for the future always have been a critical part of the Kiddle Academy vision. The Kiddle Academy cares for, educates, and encourages its children to do more and be more.

The provided site plan complies with the city of Colleyville ordinance. The proposed use is compatible with the surrounding zoning because it will add a convenient and aesthetically pleasing mix of neighborhood services. Adequate vehicular and pedestrian circulation has been providing throughout the site. Proper fire safety accommodations have been provided. Off-street parking for the Kiddle Academy has presented at one space per faculty plus one space per 5 children. Stacking will not be an issue as parents will be required to park in a parking space and enter the building to sign children in and out. The proposed landscape has been shown to meet screening requirements and enhance the overall site aesthetics.

Development Schedule

The Kiddle Academy anticipates estimated to start construction on August 2020. The grand opening day projected on August 2021.

Bussiness Plan

PROPOSED KIDDIE ACADEMY® OF COLLEYVILLE



05/05/2020

Bussiness Plan

Kiddie Academy of Colleyville TX

OPERATIONAL INFORMATION

Days of Operation:	Monday thru Friday
Hours of Operation:	6:30 AM - 6:30 PM
Holiday Closings:	6 Major Holidays
Square Footage:	10,000 sq/ft

Bussiness Plan

OUTDOOR PLAY AREA

- Total playground square footage: **9,252** square feet
- Play area divided into a minimum of three separate play areas for safety.
- Infant/toddler area approximately: **1,864** square feet
- Pre-school play area approximately: **3,294** square feet, and
- School age play area approximately **4,094** square feet
- Children will have outdoor play twice a day.
- Outdoor play schedules will rotate in accordance with program scheduling (see below). This proposed play schedule is provided for illustrative purposes only and is subject to change based upon age groups.

Infant/Toddler Playground Schedule

- The largest infant/toddler group size at any given time would be **47** children allowing **80** square feet per child.

Morning

Staff/Child Ratio	Age Group	Time Schedule
1:4	Infant	10:00 - 10:30 AM
1:9 max	toddler	10:30 - 11:00 AM
1:11	2 years	11:00 - 11:30 AM

Afternoon

Staff/Child Ratio	Age Group	Time Schedule
1:4	Infant	3:00 - 3:30 PM
1:9 max	toddler	3:30 - 4:00 PM
1:11	2 years	4:00 - 4:30 PM

Pre-School and School Age Playground Schedule

- The largest group size at any given time would be **48** children allowing **80** square feet per child.

Morning

Staff/Child Ratio	Age Group	Time Schedule
1:15	3 years	9:30 - 10:00 AM
1:18	4 years	10:00 - 10:30 AM
1:22	5 years	10:30 - 11:00 AM

Afternoon

Staff/Child Ratio	Age Group	Time Schedule
1:15	3 years	3:00 - 3:30 PM
1:18	4 years	3:30 - 4:00 PM
1:22	5 years	4:00 - 4:30 PM

Bussiness Plan

TRAFFIC FLOW

CAPACITY

190

PARENT PARKING

DROP OFF AM

Time	Children Drop Off	Cumulative Children	Number of Cars	Time	Children Drop Off	Cumulative Children	Number of Cars
6:30 - 6:40	4	4	3	8:00 - 8:10	17	99	12
6:40 - 6:50	6	10	4	8:10 - 8:20	17	116	12
6:50 - 7:00	6	15	4	8:20 - 8:30	15	131	11
7:00 - 7:10	8	23	5	8:30 - 8:40	13	144	9
7:10 - 7:20	10	32	7	8:40 - 8:50	13	158	9
7:20 - 7:30	11	44	8	8:50 - 9:00	13	171	9
7:30 - 7:40	11	55	8	9:00 - 9:30	10	181	7
7:40 - 7:50	13	68	9	9:30 - 10:00	6	186	4
7:50 - 8:00	13	82	9	10:00 - 10:30	4	190	3

PICK-UP PM

Time	Children Pick up	Cumulative Children	Number of Cars	Time	Children Pick up	Cumulative Children	Number of Cars
3:00 - 3:10	2	188	1	4:40 - 5:00	13	110	9
3:10 - 3:20	4	184	3	5:00 - 5:10	15	95	11
3:20 - 3:30	4	181	3	5:10 - 5:20	15	80	11
3:30 - 3:40	5	176	3	5:20 - 5:30	17	63	12
3:40 - 3:50	5	171	3	5:30 - 5:40	17	46	12
3:50 - 4:00	6	165	4	5:40 - 5:50	17	29	12
4:00 - 4:10	8	158	5	5:50 - 6:00	11	17	8
4:10 - 4:20	10	148	7	6:00 - 6:10	8	9	5
4:20 - 4:30	11	137	8	6:10 - 6:20	6	4	3
4:30 - 4:40	13	124	9	6:20 - 6:30	4	0	3

PARENT AND STAFF PARKING

TOTAL (AM)

Time	# of Staff at Academy	Total Cars (Staff & Parents)*		Time	# of Staff at Academy	Total Cars (Staff & Parents)*
6:30 - 6:40	2	5		8:00 - 8:10	13	23
6:40 - 6:50	3	7		8:10 - 8:20	15	25
6:50 - 7:00	4	8		8:20 - 8:30	16	25
7:00 - 7:10	5	10		8:30 - 8:40	18	25
7:10 - 7:20	6	12		8:40 - 8:50	19	26
7:20 - 7:30	7	14		8:50 - 9:00	21	27
7:30 - 7:40	8	15		9:00 - 9:30	22	26
7:40 - 7:50	10	18		9:30 - 10:00	22	24
7:50 - 8:00	11	19		10:00 - 10:30	23	23

*Considers 15% of Staff do not park a car at the Academy

Mid-day	Total Projected Cars*
10:30 - 3:00	20

TOTAL (PM)

Time	# of Staff at Academy	Total Cars (Staff & Parents)*		Time	# of Staff at Academy	Total Cars (Staff & Parents)*
3:00 - 3:10	24	25		4:40 - 5:00	13	22
3:10 - 3:20	23	25		5:00 - 5:10	11	22
3:20 - 3:30	23	25		5:10 - 5:20	10	20
3:30 - 3:40	22	25		5:20 - 5:30	8	20
3:40 - 3:50	20	23		5:30 - 5:40	6	18
3:50 - 4:00	19	23		5:40 - 5:50	4	16
4:00 - 4:10	18	23		5:50 - 6:00	3	11
4:10 - 4:20	17	24		6:00 - 6:10	2	7
4:20 - 4:30	16	24		6:10 - 6:20	2	5
4:30 - 4:40	15	24		6:20 - 6:30	2	5

*Considers 15% of Staff do not park a car at the Academy

Bussiness Plan

TRAFFIC FLOW RESULTS

Drop off / Pick up Schedules of Children

- Approximately **115** parent cars are projected during peak drop off (7:00 – 9:00 AM) in intervals of 10 minutes.
- Approximately **104** parent cars are projected during peak pick up (4:00 – 6:00 PM) in intervals of 10 minutes.
- Approximately 1/3 of children enrolled in program are 2 sibling households.

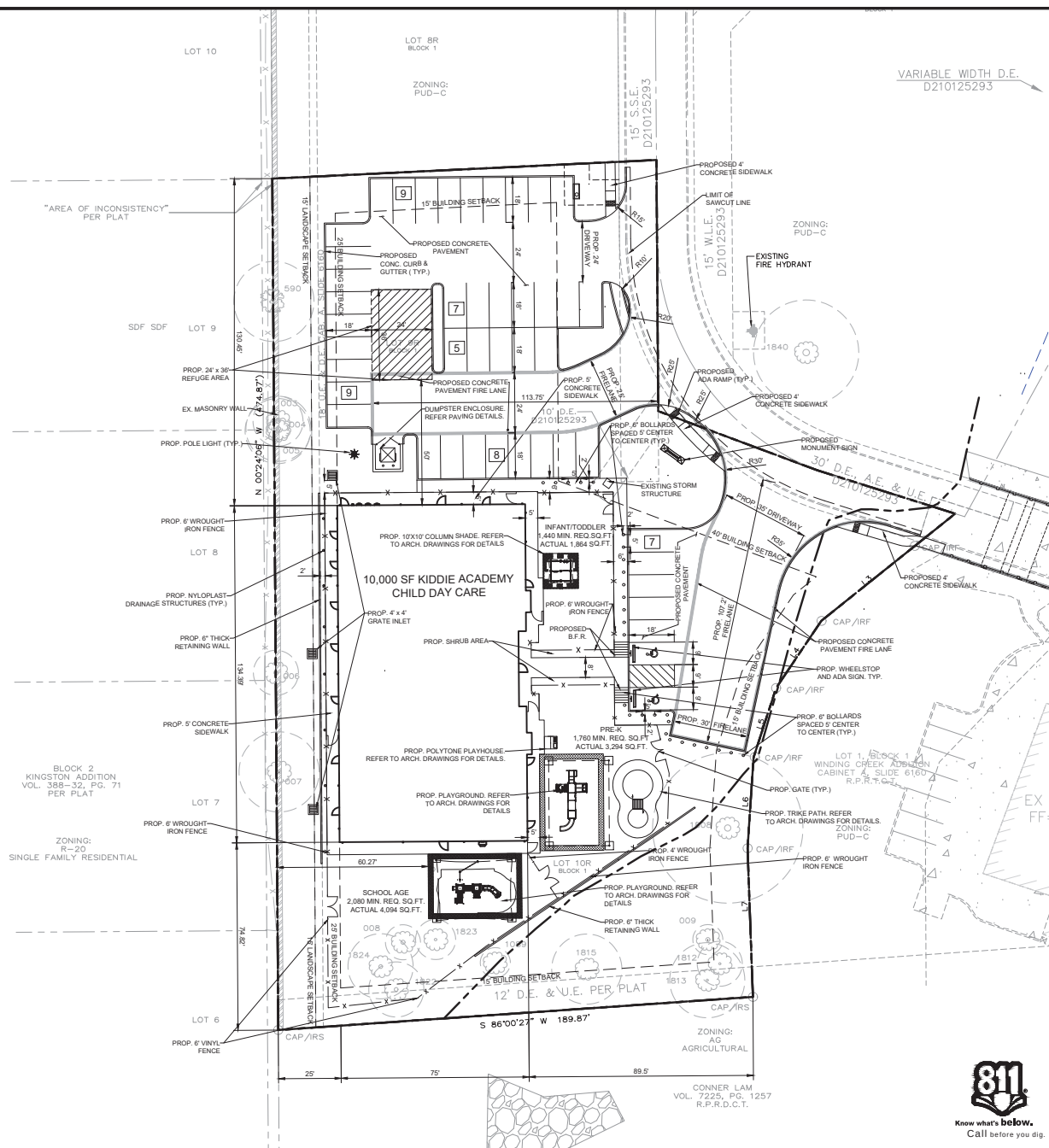
Staff Parking

- A maximum of **17** teachers and two (2) administrators (part time food service personnel and director) are planned to maintain staff/child ratios and management of the academy throughout the day. This equates to a total of **19** staff members.
- Approximately 15% of staff is dropped off at the academy or has another means of transportation to the academy.

Total Projected Parking

- The projected total number of parent and staff cars for any period of time is **27**

Site Plan



SITE DATA SUMMARY CHART	
EXISTING ZONING	PUD-C
PROPOSED USE	DAYCARE
GROSS ACRES	1.473 ACRES OR 64,164 S.F.
BUILDING SQUARE FOOTAGE	10,000
LOT COVERAGE	16.27%
FAR	0.16
MAXIMUM HEIGHT	26' - 1 STORY
PARKING RATIO PER USE	190 CHILDREN
PARKING REQUIRED	38
PARKING PROVIDED	45
BUILDING SETBACKS	40' FRONT & 25' REAR
LANDSCAPE SETBACK	15' REAR
IMPERVIOUS AREA	34.693 SF / 54%
PERVIOUS LANDSCAPE	29,471 SF / 46%

PROJECT CONTACT LIST	
OWNER WINDING CREEK VILLAGE LLC 1801 PRECINCT LINE RD. STE A HURST, TX. 76054 KEVIN AFKAMI 469-363-3222	DEVELOPER BUTTRY & BROWN DEVELOPMENT, L 5040 TENNYSON PARKWAY PLANO, TX. 75024 STEPHEN BROWN 214-277-4830
ENGINEER TRIANGLE ENGINEERING LLC 1784 MODERNOTT DR. STE. 110 ALLEN, TX. 75013 ANDREW YECH 469-213-2804	

SITE LEGEND

CONCRETE CURB	
SAW-CUT LINE	
FENCE	
FIRE LANE	
STRIPING	
PARKING SPACES	
MONUMENT/PYLON SIGN	
WHEEL STOPS	
HANDICAP LOGO	
HANDICAP SIGN	
RAMP	
BOLLARD	
TRAFFIC ARROW	
FIRE HYDRANT	
DUMPSTER	
LIGHT POLE	

VICINITY MAP

SITE GENERAL NOTES

SITE GENERAL NOTES
1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.

2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF ANY UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

3. 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 ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.

4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.

5. 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, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE

7. 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.

8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

SITE PLAN

KIDDIE ACADEMY

6412 COLLEYVILLE BOULEVARD (S.H.26)

CITY OF COLLEYVILLE

TARRANT COUNTY, TEXAS

LOT 9R & 10 R, BLOCK 1, WINDING CREEK ADDITION



T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
------	------	------	-------	-------------	-----------

AY	GH	04/15/20	SEE SCALE BAR	28-20	C1
TX. P.E. FIRM #11525					

NO.	DATE	DESCRIPTION
1	04/15/2020	1st CITY SUBMITTAL
2	06/15/2020	2nd CITY SUBMITTAL
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.



Know what's **below**.
Call before you dig

MEP ENGINEER

STRUCTURAL ENGINEER

ELECTRONIC (AUTOCADD) FILES INCLUDING ARCHITECTURAL, STRUCTURAL, FIRE PROTECTION, HVAC, PLUMBING, & ELECTRICAL, WILL NOT BE SUBMITTED TO THE OWNER BY THE GENERAL CONTRACTOR OR THE SUBCONTRACTORS, EXCEPT FOR THE FIRE PROTECTION CONTRACT WITH A PAYMENT OF \$500 / SHEET.

ALL CONTRACTORS SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS. CONTRACTORS AND SUBCONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL ITEMS AFFECTING ALL TRADES ARE PLACED THROUGHOUT THE SET. ITEMS NOT IN "EXTRA'S" FOR MISSED ITEMS IN OTHER SECTIONS WILL BE PERMITTED. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY AMBIGUITY, INCONSISTENCY, OR CONFLICT. THEY DISCOVER UPON EXAMINATION OF THE DRAWINGS. THE CONTRACTOR SHALL LOCAL CONDITIONS. DO NOT SCALE DRAWINGS, USE DIMENSIONS PROVIDED ON DRAWINGS.

THIS DOCUMENT IS RELEASED FOR THE SOLE PURPOSE OF OWNER REVIEW. REPEATING, REPRODUCING, OR TRANSMITTING IN ANY MANNER, OR BAKING, JAIL OR OTHERWISE, IF IT NOT INTENDED FOR USE FOR ANY OTHER CONSTRUCTION PROJECT, PERMITS ARE ISSUED.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ	KK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ	AA	AB	AC
--	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

[illegible]

KER, AIA
E C T
H 430-99 6436-0999
ecr18.com

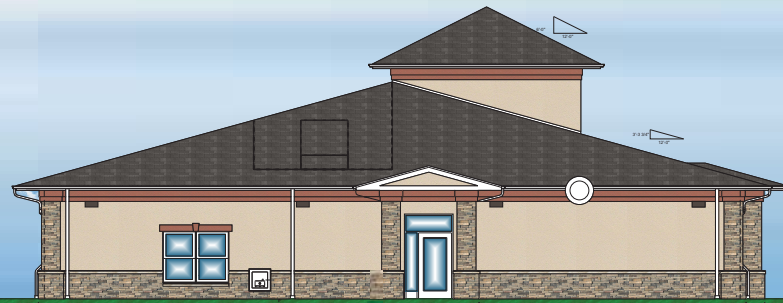
REGISTERED ARCHITECT
INDEPENDENT SINCE 1911
CALIFORNIA
18
18

WE OFFER THE LOWEST OF ITS KIND

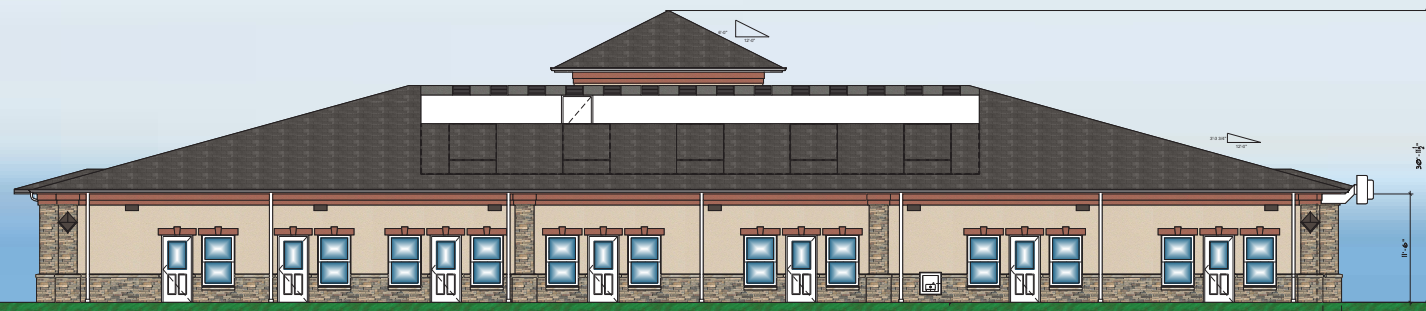
EXTERIOR ELEVATIONS
RENDERING



LI	RIGHT ELEVATION
A101	SCALE 3/16" = 1'-0"



L9	LEFT ELEVATION
A101	SCALE 3/16" = 1'-0"



G1	REAR ELEVATION (NOT SEEN FROM ROAD)
A101	SCALE 3/16" = 1'-0"



CI	FRONT ELEVATION
A101	SCALE 3/16" = 1'-0"

PRE-CAST
STONE SILL

STUCCO #2 - DRYVIT
#365A IRISH COFFEE,
SANDPEBBLE FINE
FINISH

ASPHALT SHINGLE
ROOFING GAF -
WEATHERED WOOD

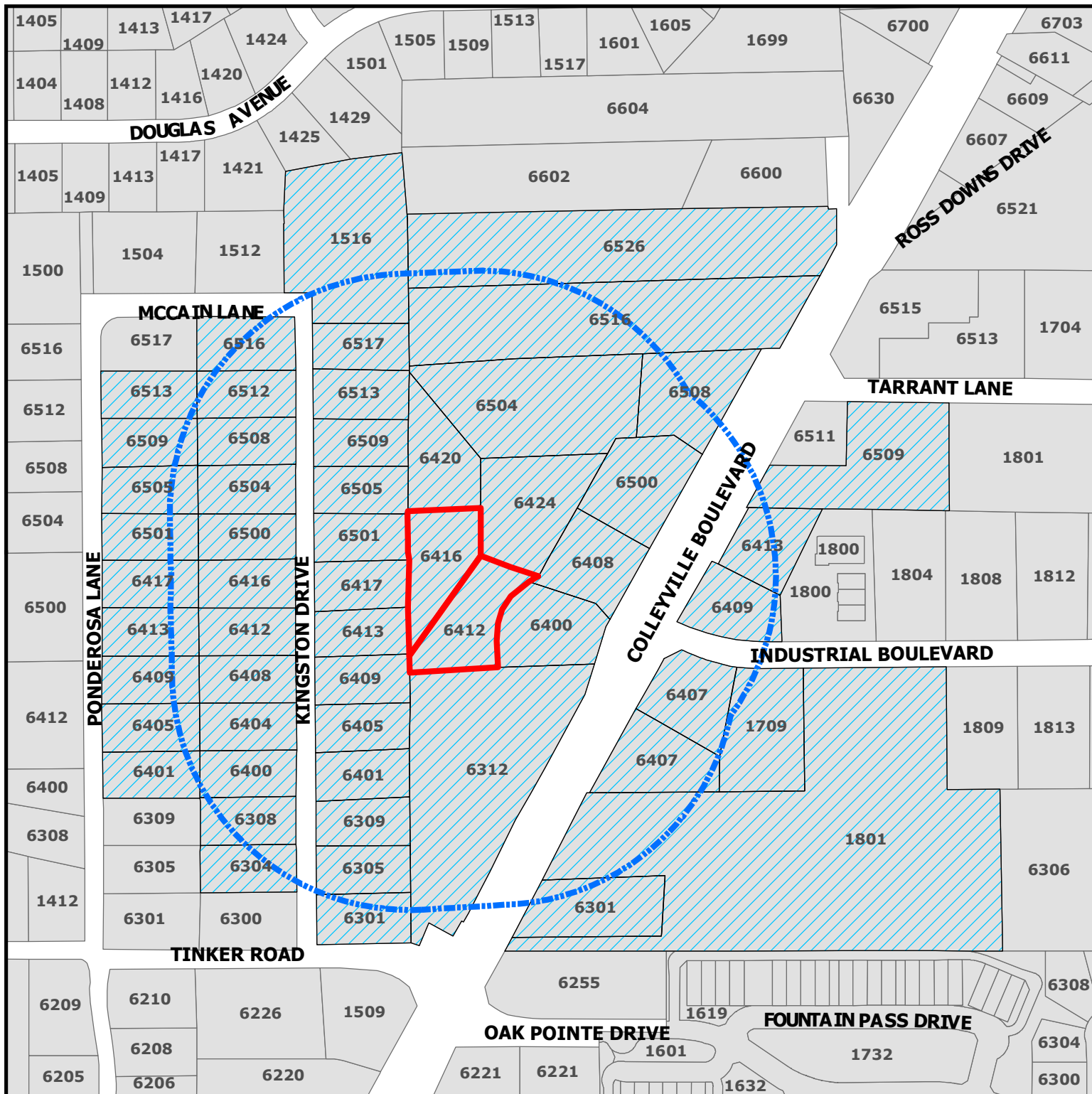
GUTTERS &
DOWNSPOUTS
WHITE

STONE WAINSCOTING
BORAL STONE -
DRYSTACK -
CHARDONNAY

DOORS & WINDOWS
- WHITE

A1	LEGEND
A10	SCALE NTS

Notification Map



ZC20-012

6412-6416 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.



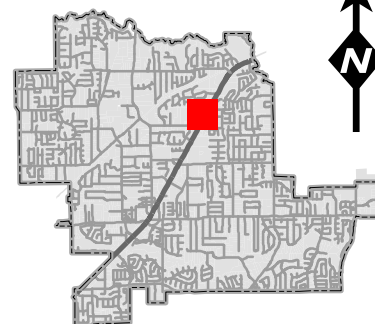
Subject Property



500ft Buffer



Properties within 500ft



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6500 COLLEYVILLE BLVD
3 J GREEN LIMITED PARTNERSHIP	6620 COLLEYVILLE BLVD STE 100	COLLEYVILLE, TX	76034	6508 COLLEYVILLE BLVD
3 J GREEN LIMITED PARTNERSHIP	6620 COLLEYVILLE BLVD STE 100	COLLEYVILLE, TX	76034	6630 COLLEYVILLE BLVD
6515 COLLEYVILLE LLC	6508 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6513 TARRANT LN
6515 COLLEYVILLE LLC	6508 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6515 TARRANT LN
7 MOON INVESTMENT INC	7009 COLE CT	COLLEYVILLE, TX	76034	6312 COLLEYVILLE BLVD
ADDITIONAL SELF STORAGE LP	2964 LBJ FRWY STE 400	DALLAS, TX	75234	1801 INDUSTRIAL BLVD
AMERICA'S STORAGE	4311 OAK LAWN AVE STE 360	DALLAS, TX	75219	6511 COLLEYVILLE BLVD
AMERICA'S STORAGE	4311 OAK LAWN AVE STE 360	DALLAS, TX	75219	1801 TARRANT LN
AMERICA'S STORAGE	4311 OAK LAWN AVE STE 360	DALLAS, TX	75219	6509 COLLEYVILLE BLVD
ARROYO NORTE LTD	6516 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6600 COLLEYVILLE BLVD
BAILEY, ARVEL W	PO BOX 747	COLLEYVILLE, TX	76034	1504 MCCAIN LN
BIERIG, KELLY D	1425 DOUGLAS AVE	COLLEYVILLE, TX	76034	1425 DOUGLAS AVE
BITTICK, EDWARD D	6405 KINGSTON	COLLEYVILLE, TX	76034	6405 KINGSTON DR
BOULEVARD ANIMAL HOSPITAL PC	6413 COLLYVILLE BLVD	COLLEYVILLE, TX	76034	6413 COLLEYVILLE BLVD
BOWDEN, GERALD W	850 AVENIDA SERENA	MARBLE FALLS, TX	78654	6516 COLLEYVILLE BLVD
BOYLES, MARTIN	6505 PONDEROSA LN	COLLEYVILLE, TX	76034	6505 PONDEROSA LN
BRASHEAR, H C	5616 BELFAST LN	NORTH RICHLAND HILLS, TX	76180	6400 KINGSTON DR
CANNADAY, MARY	6413 KINGSTON	COLLEYVILLE, TX	76034	6413 KINGSTON DR
CAVINS, ANDREW	6513 PONDEROSA LN	COLLEYVILLE, TX	76034	6513 PONDEROSA LN
COMBINED ENTERPRISES INC	1802 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1800 INDUSTRIAL BLVD
COMBINED ENTERPRISES INC	1802 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1800 INDUSTRIAL BLVD
COMBINED ENTERPRISES INC	1802 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1800 INDUSTRIAL BLVD
COMBINED ENTERPRISES INC	1802 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1800 INDUSTRIAL BLVD
COMBINED ENTERPRISES INC	1802 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1800 INDUSTRIAL BLVD
CROCKER, RHONDA	6500 KINGSTON	COLLEYVILLE, TX	76034	6500 KINGSTON DR
DACY, TIMOTHY LANCE	5705 MORLAIX CT	COLLEYVILLE, TX	76034	6516 KINGSTON DR
DIMITROV, LACHEZAR P	6509 KINGSTON	COLLEYVILLE, TX	76034	6509 KINGSTON DR
DOUGLAS, SCOTT E	6308 KINGSTON	COLLEYVILLE, TX	76034	6308 KINGSTON DR
FENNEMA, SEAN	6513 KINGSTON DR	COLLEYVILLE, TX	76034	6513 KINGSTON DR
FISH, ROBERT	6401 KINGSTON	COLLEYVILLE, TX	76034	6401 KINGSTON DR
FLIPPIN, LINDA M	6405 PONDEROSA LN	COLLEYVILLE, TX	76034	6405 PONDEROSA LN
FRANKLIN, THOMAS C	6413 PONDEROSA LN	COLLEYVILLE, TX	76034	6413 PONDEROSA LN
FUQUA, WILLIAM L	6517 PONDEROSA LN	COLLEYVILLE, TX	76034	6517 PONDEROSA LN
GABLE, STEPHAN D	6412 KINGSTON	COLLEYVILLE, TX	76034	6412 KINGSTON DR
GARRETT, KENNETH	6517 KINGSTON	COLLEYVILLE, TX	76034	6517 KINGSTON DR
GLASS, THOMAS	6304 KINGSTON	COLLEYVILLE, TX	76034	6304 KINGSTON DR
HANZELKA, JOSEPH R	6508 KINGSTON	COLLEYVILLE, TX	76034	6508 KINGSTON DR
HARRISON, MARK	1421 DOUGLAS AVE	COLLEYVILLE, TX	76034	1421 DOUGLAS AVE
HILDRETH, BRADLEY E	6409 KINGSTON	COLLEYVILLE, TX	76034	6409 KINGSTON DR
INGRAM, BEVERLY	212 STRATFORD CT	HURST, TX	76054	6409 COLLEYVILLE BLVD
J&C SERVICE GROUP LLC	6521 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6521 COLLEYVILLE BLVD
JACKSON, SHANE	1512 MCCAIN LN	COLLEYVILLE, TX	76034	1512 MCCAIN LN
JACKSON, STEVEN P	1501 DOUGLAS AVE	COLLEYVILLE, TX	76034	1501 DOUGLAS AVE
JAMZ AVB HOLDINGS LLC	7135 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6504 COLLEYVILLE BLVD
JOHNSON, WHITNEY	6401 PONDEROSA LN	COLLEYVILLE, TX	76034	6401 PONDEROSA LN
LACZNY, WILLIAM G	6408 KINGSTON	COLLEYVILLE, TX	76034	6408 KINGSTON DR
LORD, M'LINDA	6301 KINGSTON DR	COLLEYVILLE, TX	76034	6301 KINGSTON DR
MALONE, DERRICK L	6115 GARCIA LN	FORT WORTH, TX	76140	6301 COLLEYVILLE BLVD
MARS, MARK	1429 DOUGLAS AVE	COLLEYVILLE, TX	76034	1429 DOUGLAS AVE
MCCAIN, NORMA	PO BOX 92185	SOUTHLAKE, TX	76092	1516 MCCAIN LN
MOELLER, KARLA S	6501 PONDEROSA LN	COLLEYVILLE, TX	76034	6501 PONDEROSA LN
PHETTEPLACE, NATHAN	6404 KINGSTON	COLLEYVILLE, TX	76034	6404 KINGSTON DR
PULLEN, TIMOTHY B	6501 KINGSTON	COLLEYVILLE, TX	76034	6501 KINGSTON DR
REYNOLDS, DOUGLAS	6417 KINGSTON	COLLEYVILLE, TX	76034	6417 KINGSTON DR
REYNOLDS, LESLIE	6604 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6604 COLLEYVILLE BLVD
RICHARDSON, BOBANNE	6409 PONDEROSA LN	COLLEYVILLE, TX	76034	6409 PONDEROSA LN
RICHFIELD PROPERTIES INC	2140 E SOUTHLAKE BLVD SUITE L-	SOUTHLAKE, TX	76092	6407 COLLEYVILLE BLVD
RYAN, GERALD CASEY	6509 PONDEROSA LN	COLLEYVILLE, TX	76034	6509 PONDEROSA LN
SANDERS, BAILEY	6305 KINGSTON	COLLEYVILLE, TX	76034	6305 KINGSTON DR
SELECT ROOFING LLC	6605 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6605 COLLEYVILLE BLVD
SHEARS, THOMAS T TR EST	PO BOX 33349	FORT WORTH, TX	76162	6504 KINGSTON DR
SIMS, REX A	6505 KINGSTON	COLLEYVILLE, TX	76034	6505 KINGSTON DR
SMITH, CHARLES L	6417 PONDEROSA LN	COLLEYVILLE, TX	76034	6417 PONDEROSA LN
SNEED, FRANK	6309 KINGSTON	COLLEYVILLE, TX	76034	6309 KINGSTON DR
SPARKS SOUTHWEST INC	1804 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1804 INDUSTRIAL BLVD
THOMAS, MATHEW	6416 KINGSTON ST	COLLEYVILLE, TX	76034	6416 KINGSTON DR
TIERNEY, THOMAS A	1709 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	1709 INDUSTRIAL BLVD
TIERNEY, TOM	1709 INDUSTRIAL BLVD	COLLEYVILLE, TX	76034	6400 COLLEYVILLE BLVD
TONDRE, ZACHARY	6512 KINGSTON DR	COLLEYVILLE, TX	76034	6512 KINGSTON DR
TRES ROSAS LTD	6516 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6526 COLLEYVILLE BLVD
TRES ROSAS LTD	6516 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	6602 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6420 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6416 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6424 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6412 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	1801 PRECINCT LINE RD STE A	HURST, TX	76054	6408 COLLEYVILLE BLVD
YARD ART P&F LTD	1223 CRESTSIDE DR STE 100	COPPELL, TX	75019	6407 COLLEYVILLE BLVD
MONTERRA ADDITION	6811 MILTON DR	COLLEYVILLE, TX	76034	COURTESY NOTICE
ROSS DOWNS ESTATES	4113 GATEWAY DRIVE #100	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
BROWN, STEPHEN	5801 TENNYSON PARKWAY, SUITE 150	PLANO, TX	75024	APPLICANT

Public hearing notices were mailed out on June 26, 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, July 13, 2020 at 7:00 p.m.
City Council Meetings: Tuesday, August 4, 2020 & Tuesday, August 18, 2020 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district for the Winding Creek development, specifically for hours of operation. The purpose is to allow for the child daycare facility, Kiddie Academy Day Care to operate between the hours of 6:30 a.m. to 6:30 p.m. in lieu of the 7:00 a.m. to 8:00 p.m. hours of operation as required by the PUD-C Ordinance.

Zoning Case: ZC20-012

Applicant: Stephen Brown

Owner: Kevin Afkami

Location: 6412 and 6416 Colleyville Blvd

Property Description: Lot 9R and 10R, Block 1, of the Winding Creek Addition

Present Zoning: PUD-R Planned Unit Development-Residential

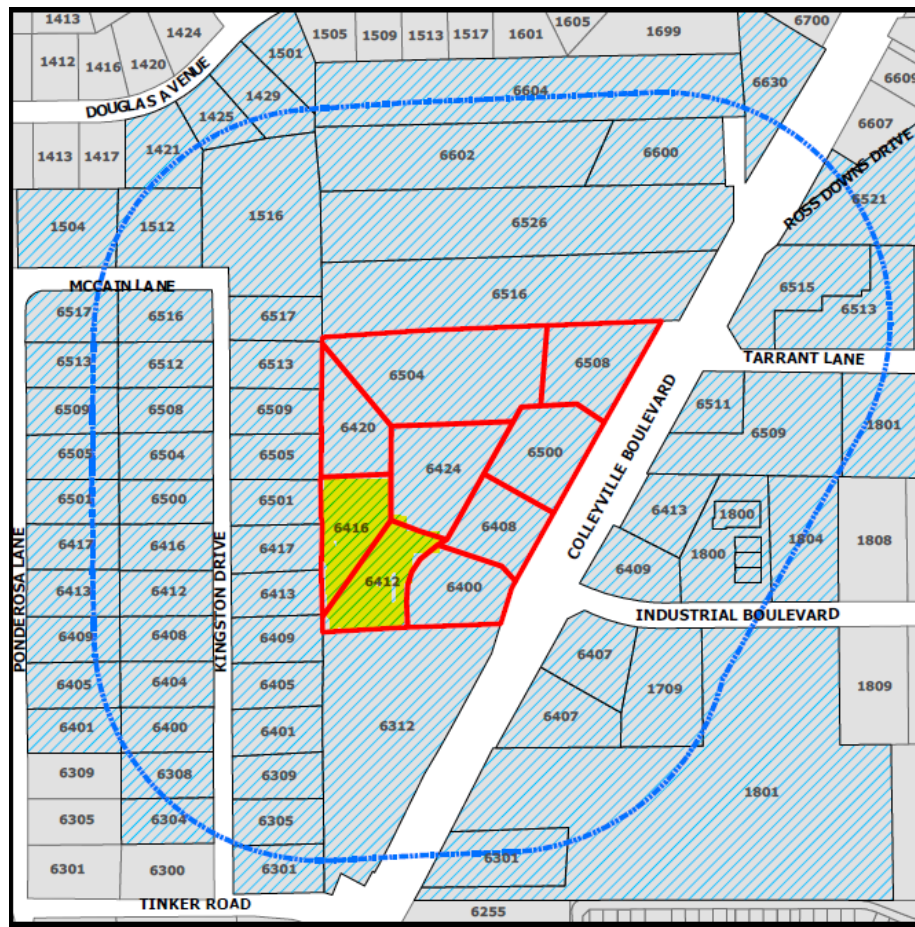
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

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

NOTICE OF PUBLIC HEARING

If the property owners of 20% or more of the land included in the proposed change or land within a 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

From: [Susan Reynolds](#)
To: [Jackie Reyff](#)
Subject: 6412 & 6416 Colleyville Blvd
Date: Wednesday, July 1, 2020 1:35:04 PM

Writing to state we oppose the request for Kiddie Academy to be on this property listed above.

The applicant has not improved the layout of this daycare to not infringe on neighboring residents. We being one of them.

Sincerely,

Doug & Susan Reynolds

6417 Kingston

Colleyville

Sent from my iPhone

Letter of Opposition

Araceli Botello

Subject: FW: Drainage problem concerning 6412 and 6416 Colleyville Blvd.

From: Tim Pullen

Sent: Tuesday, July 7, 2020 1:16 PM

To: Ben Bryner

Subject: Drainage problem concerning 6412 and 6416 Colleyville Blvd.

In the past, we have never had a drainage issue behind our house. Ever since they regraded the lot and put up a fence, we have a standing water problem after it rains. This year we have had heavy rain which has resulted in approximately 6 inches of water around our outbuilding. Sometimes it lasts for over a day. The water has caused the entrance and patio stones to shift. It's only a matter of time before the inside and structure has damage.

I met with Randy Bright who is the Environmental Compliance Officer a few weeks ago after a heavy rain. He looked at our problem and would see what he could do. A few hours later he called and said that he dug a small trench into the field to help the drainage. Randy showed true public service.

Our real concern is if the day care is built, we will have this issue start over again.
Thank you for your time.

Tim and Gayline Pullen
6501 Kingston Dr.

Sent from [Mail](#) for Windows 10

ORDINANCE O-20-2128

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING PLANNED UNIT DEVELOPMENT ORDINANCE O-09-1736, BY AUTHORIZING AN AMENDMENT TO ALLOW FOR A CHILD DAYCARE FACILITY TO OPERATE BETWEEN THE HOURS OF 6:30 A.M. TO 6:30 P.M. IN LIEU OF THE 7:00 A.M. TO 8:00 P.M. HOURS OF OPERATION; 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 to amend the hours of operation for a childcare facility from 6:30 a.m. to 6:30 p.m. Monday- Friday, Case No. ZC20-012; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning 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 City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

- Sec. 1. THAT Ordinance O-09-1736 of the City of Colleyville, Texas, be, and the same is hereby amended by allowing for a child day care facility to operate between the hours of 6:30 a.m. to 6:30 p.m. Monday- Friday on 1.41 acres, being Lots 9R & 10R Block 1, of the Winding Creek located at 6412 and 6416 Colleyville Boulevard as shown in Exhibit "A"

Sec. 2. THAT the Ordinance O-09-1736 shall be subject to the following condition:

1. GENERAL

a. 10. Other

b. For any building not fronting on State Highway 26, the hours of operation shall not exceed 7:00 a.m. to 8:00 p.m. and specifically for a child daycare facility on lots 9R and 10R the hours of operation shall not exceed 6:30 a.m. to 6:30 p.m. Monday – Friday.

Sec. 3. 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. 4. 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. 5. 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. 6. 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 4th day of August 2020.

The second reading and public hearing being conducted on the 2nd day of November 2020.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS
ON THIS THE 2ND DAY OF NOVEMBER 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" – Ordinance Exhibit

1. GENERAL

- a. The purpose of this PUDC is for office and retail uses.
- b. This property is subject to all the regulations contained the Colleyville Land Development Code, except where amended by this Ordinance.

2. SITE PLAN AND PLATTING

- a. The development of this property shall be generally consistent with the site plan attached as Exhibit "B".
- b. Prior to the issuance of any building permit, a replat of the subject properties must be submitted and approved. No building permit may be issued until said plat is filed with the County Clerk.

3. PERMITTED AND PROHIBITED USES

- a. The following land uses shall be permitted within the Planned Unit Development:
 - 1. All office used allowed in the Land Development Code.
 - 2. For all buildings with frontage along State Highway 26, all uses allowed in the CC-2 Shopping Center district shall be permitted.

4. BUILDINGS AND SITE PLAN APPROVAL

- a. The total square footage of all office buildings constructed within this development be allowed as follows:
 - 1. General Office: Maximum Square Footage: 34,515
 - 2. Medical Office: Maximum Square Footage: 13,565
- b. All office buildings shall contain no more than one-story unless mixed with retail uses.
- c. All buildings constructed as part of this development that do not have frontage along State Highway 26 shall be generally consistent with the building elevation designs, attached as Exhibit "C".

d. All buildings constructed as part of this development shall meet the minimum design score of 30 as described in Chapter 6-Building Design in the Land Development Code.

5. PARKING

a. All off-street parking required as part of this development shall meet the requirements of the Land Development Code.

6. LIGHTING

a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.

7. LANDSCAPING, BUFFERING AND OPEN SPACE

a. The development shall provide a minimum of 30 percent open space.

b. A 15 foot landscape buffer shall be maintained along the western boundary of the development where it is adjacent to residential properties. Additionally, the landscape buffer shall contain 43 wax myrtles planted on 15 foot centers. The required buffer shall be installed prior to the issuance of the certificate of occupancy for any new structures.

c. A 25 foot building setback shall be maintained along the entire western property line where it is adjacent to residential properties.

8. SIDEWALKS

a. A minimum eight (8) foot masonry screening fence shall be constructed along the entire western property line adjacent to residential properties prior to issuance of the certificate of occupancy for any new structures.

b. A minimum four (4) foot sidewalk shall be constructed along all fire lanes and in front of each building when any new structures are built.

9. FENCES AND SCREENING

a. A minimum eight (8) foot masonry screening fence shall be constructed along the entire western property line adjacent to

residential properties prior to the issuance of the certificate of occupancy for any new structures.

10. OTHER

a. A minimum of 221 caliper inches of new trees shall be planted on the subject property per requirements of Chapter 5-Tree Preservation in the Land Development Code prior to the issuance of the certificate of occupancy for the fifth structure built on the subject properties.

b. For any building not fronting on State Highway 26, the hours of operation shall not exceed 7:00 a.m. to 8:00 p.m. and specifically for a child daycare facility on lots 9R and 10R the hours of operation shall not exceed 6:30 a.m. to 6:30 p.m. Monday-Friday.

RESOLUTION R-20-4567

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
DECEMBER 1, 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 ON THIS THE 1ST DAY OF
DECEMBER 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