



City Council Special Meeting Agenda

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

Tuesday, March 2, 2021

This Special Meeting Agenda will consider the business of the February 16, 2021 City Council Meeting which was cancelled due to inclement weather occurring the week of February 14 through February 19, 2021. There will be separate minutes of this special meeting agenda and the Regular Meeting, which will also be conducted on March 2, 2021, per the City Charter.

**WORKSESSION
4:30 PM
EXECUTIVE CONFERENCE ROOM - THIRD FLOOR**

CALL TO ORDER

WS-1 Presentation from Community Waste Disposal (CWD) 2020 Review

WS-2 Overview of Pleasant Run Athletic Field Restrooms

WS-3 Annual Crime Update

WS-4 Discussion of Stars & Guitars 2021

WS-5 Review of the FY2022 Budget Calendar

WS-6 Discussion of Tinker Road Improvements Project

WS-7 Discussion of the March 2, 2021, City Council special 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: Pastor Nathan Aviles, Bethel Methodist

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-21-4587**
- 3. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-21-4588**
 - 3a** Approval of the minutes of the regular City Council meeting of February 2, 2021
 - 3b** Approval of the minutes of the Special City Council meeting of February 25, 2021
 - 3c** Approval to enter into a License and Services Agreement with Tyler Technologies Inc. for the EnerGov permitting software project, in an amount not to exceed \$290,910, and a contingency amount not to exceed \$29,091, and authorizing the City Manager to execute the agreement
- 4. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 4a** Monthly Financial Report - January 2021
- 5. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 5a Ordinance O-21-2155**

Consideration of an amendment to the Planned Unit Development-Commercial zoning district on Lot 1, Block 1, Village Front Door Addition, located at 5204 Colleyville Boulevard, Case ZC20-034

6. TABLED RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-21-4574**

Consideration of a request to abandon a previously dedicated right-of-way (ROW) area on Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case GC20-007

6b Resolution R-21-4575

Consideration of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, being Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case PC20-006

7. CITIZEN COMMENTS**8. REPORTS**

Colleyville Library Board Minutes - December 14, 2020

Planning and Zoning Commission Minutes - January 11, 2021

Planning and Zoning Commission Minutes - January 25, 2021

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 16, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4589**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, February 26, 2021, by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting. Any matter on this agenda may at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1133, and reasonable accommodations will be made to assist you.



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-1

Agenda Date 3/2/2021

Type Presentation and Discussion

Department City Manager

Title

Presentation from Community Waste Disposal (CWD) 2020 Review

Explanation

CWD leadership will present the attached presentation, reviewing their 2020 performance.

Attachments

1. 2020 CWD Annual Review - Colleyville



Partners Since 2017



Council Meeting Presentation

March 2, 2021

Greg Roemer

President

Nicole Roemer

Municipal Coordinator



**Partners Since
2017**

City of Colleyville

CWD 2020 Annual Review



Residential Services

Trash Collection



**Partners Since
2017**



Trash is collected twice a week. Household trash is placed in customer-owned cans or disposable bags or boxes.



Residential Services

Bulk & Brush Collection



Partners Since
2017



Bulky waste and brush are collected weekly. Residents can put out up to four (4) cubic yards of bulk waste and loose brush per collection. Unlimited tied and bundled brush will be picked up.



Residential Services

Additional Trash and Bulk Items



**Partners Since
2017**



**Colleyville residents can dispose of additional trash and bulk items at the
CWD Transfer Station Wednesday-Saturday
between 8:00 am and 1:00 pm. A copy of a current utility bill is required.**



Residential Services

Residential Recycling



**Partners Since
2017**



Recycling is picked up weekly.



Residential Services

Seasonal Leaf Recycling



**Seasonal Leaf Recycling occurs four (4) times per year.
Specific dates are determined annually.**



**Partners Since
2017**

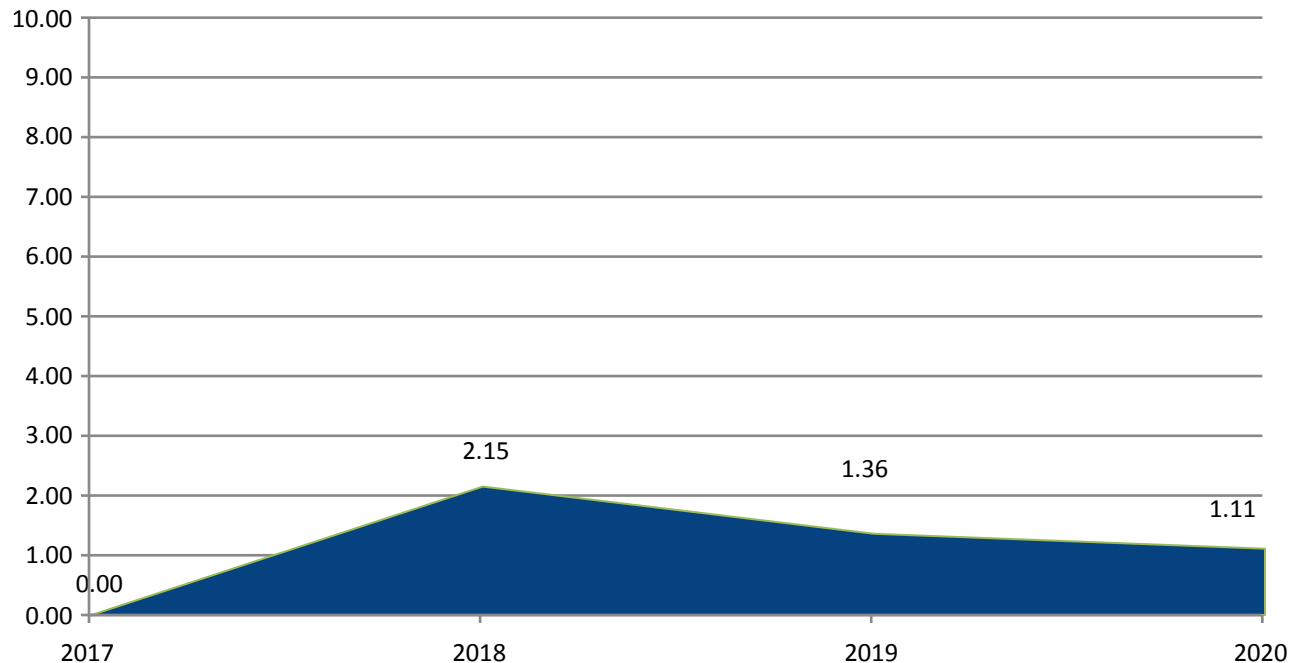


Residential Driver Incidents Per 100,000 Service Opportunities



Partners Since
2017

RDIs can include a vehicle accident, a property claim, reckless driving or a conduct complaint.



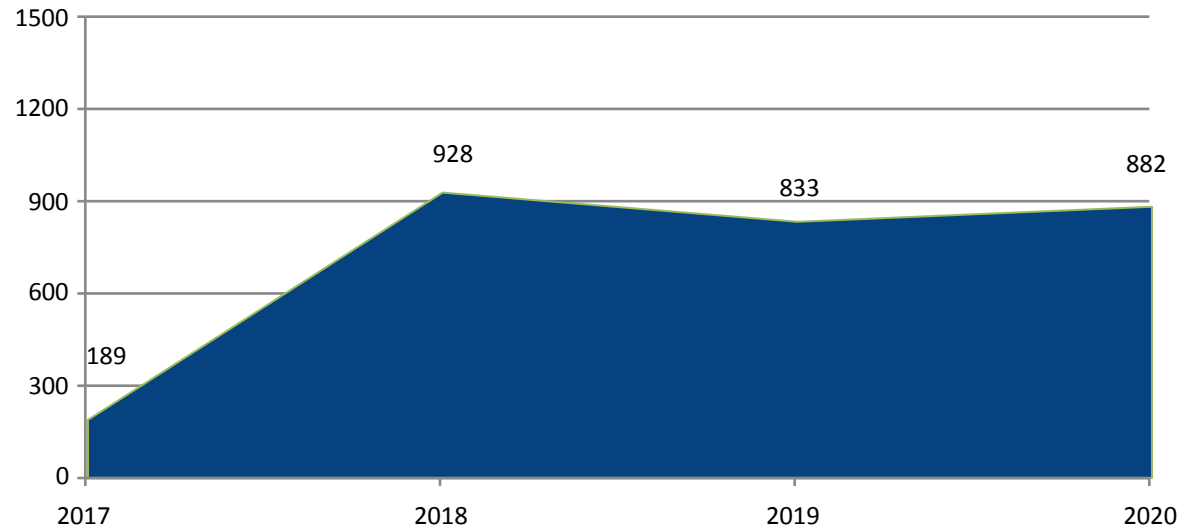
1,435,606 yearly service opportunities; 16 incidents



Residential Recycled Materials Tons Per Year



Partners Since
2017



Residents recycled 882 tons of material in 2020.

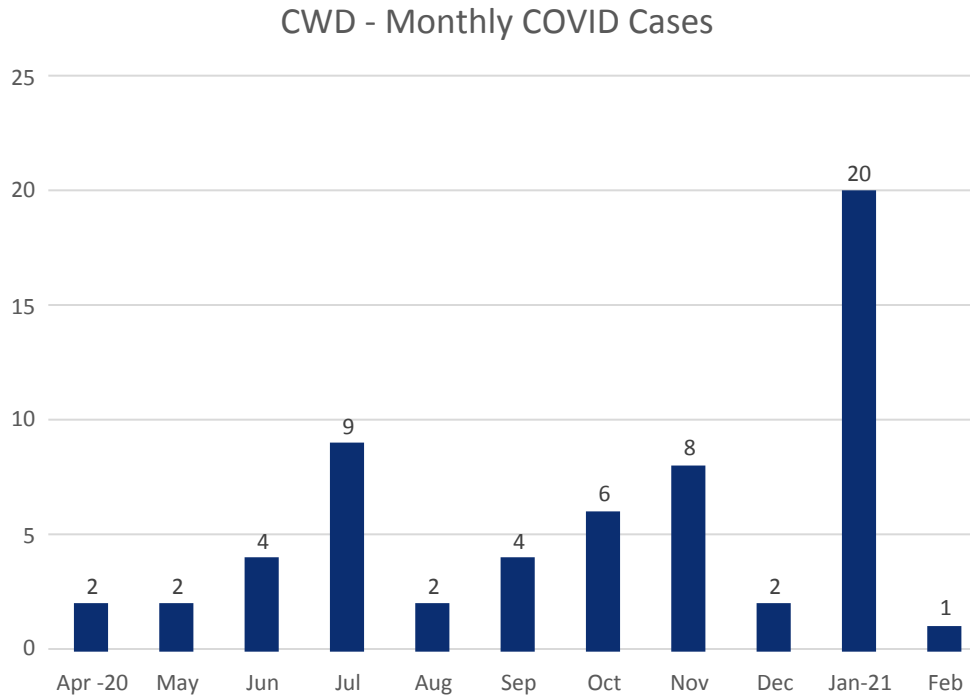


Effects of COVID-19 on Service

CWD Monthly COVID Cases



Partners Since
2017



Through 2-2-2021

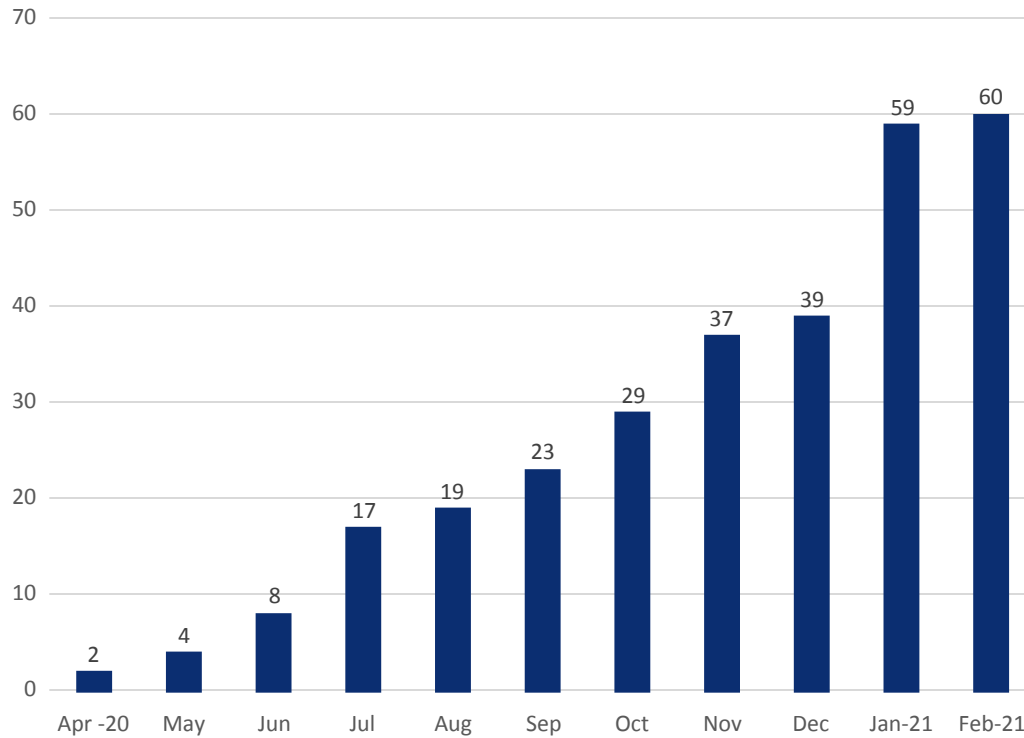


Effects of COVID-19 on Service

CWD Cumulative COVID Cases



Partners Since
2017



Through 2-2-2021

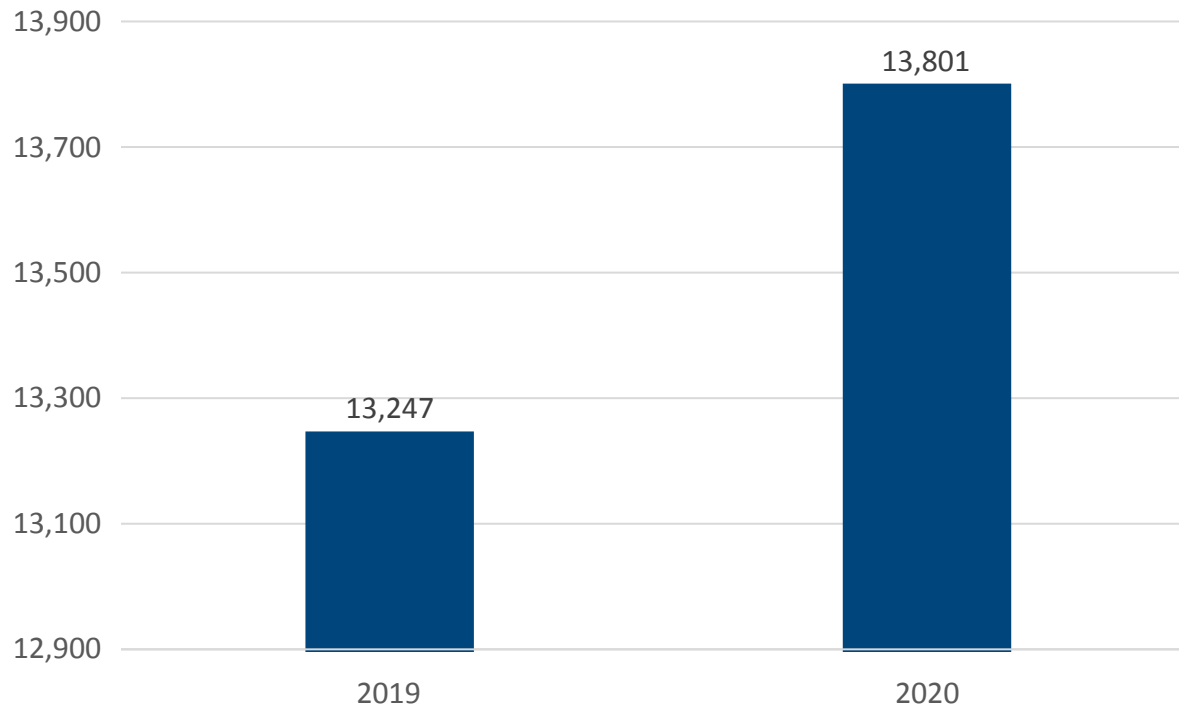


Effects of COVID-19 on Service

Increase of Trash Tonnage



Partners Since
2017



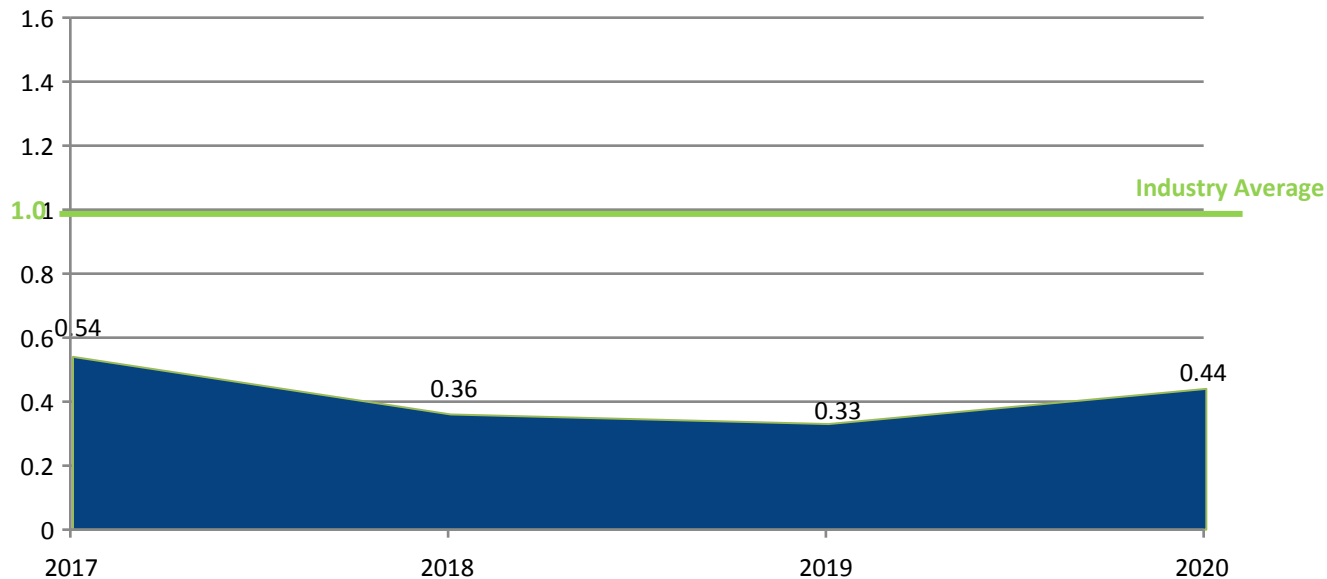
April through December Comparison



Customer Service Inquiries Per 1,000 Service Opportunities



Partners Since
2017



1,435,606 yearly service opportunities; 638 inquiries



Door Side HHW & Used Electronics Collection

Colleyville Going Green from Home



Partners Since
2017



Resident places HHW collection outside door.



Door Side HHW & Used Electronics Collection

Colleyville Going Green from Home



Partners Since
2017



A Door Side Collection driver makes pickups up to once a month.

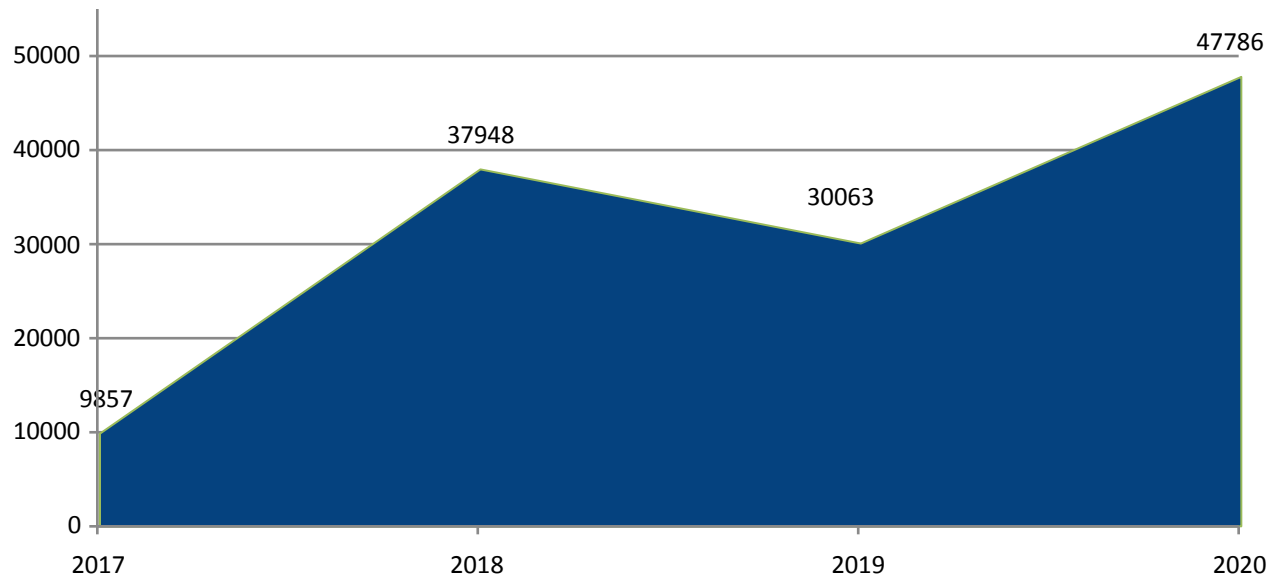


Door Side HHW & Used Electronics Collection

Colleyville Going Green from Home



Partners Since
2017



**Colleyville residents properly diverted 47,786 pounds
from the landfill in 2020.**



Commercial Services

Cardboard Recycling Services



Commercial accounts recycled 117 tons in 2020.



**Partners Since
2017**



Community Partnership Green Events



Partners Since
2017



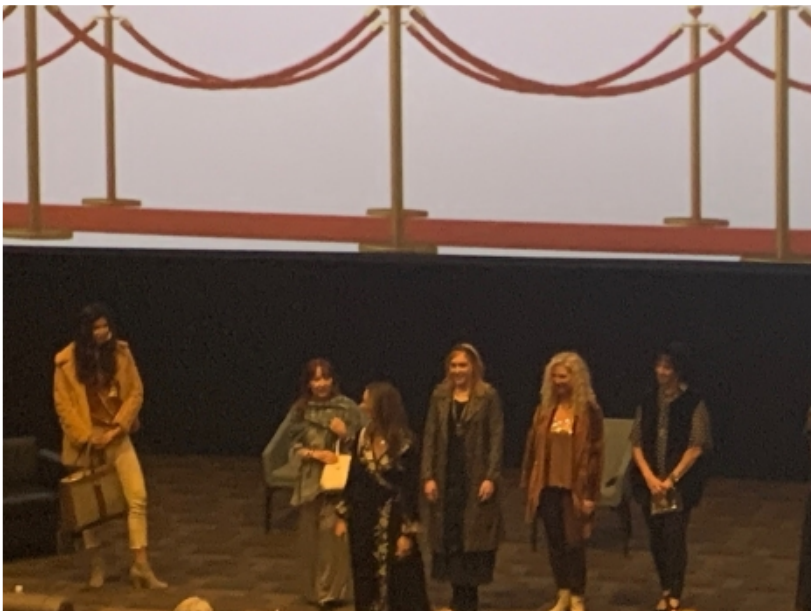
Chamber Luncheon



Community Partnership Green Events



Partners Since
2017



Empowering Women



Community Partnership

Green Events



Partners Since
2017



Lions Club 25th Annual Breakfast with Santa



Community Partnership Paint Reuse Program



Partners Since
2017



CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in one-gallon and five-gallon cans, in various shades of beige.

In 2020, CWD distributed 3,300 gallons of paint.



Community Partnership Paint Reuse Program



Municipalities have the option to make the paint continuously available at a public place, such as at your City Hall, where residents can easily pick up a gallon or several.



**Partners Since
2017**



Customer Service and Fleet Technology

CWD Mobile App



Partners Since
2017



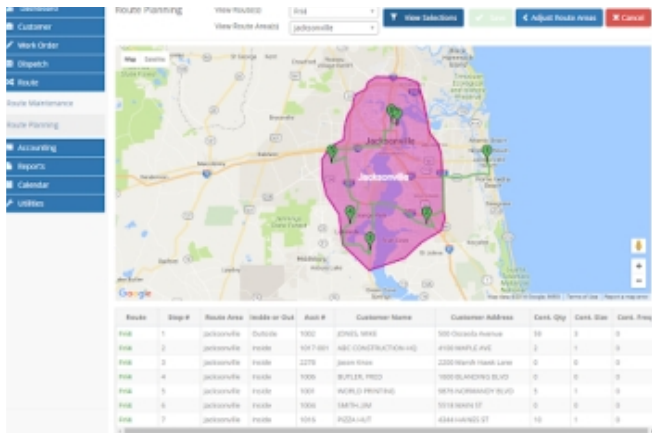
Easily manage trash and recycling accounts via our mobile app!



Customer Service and Fleet Technology AMCS Platform



Partners Since
2017



Global Customer Relationship Management (CRM) Company

Increased Investment in Customer Service by 400%

Go Live – Q3 2021

Mobile Functionality

- Increased route efficiency
- Turn-by-turn navigation
- Instant dispatching

Route Optimization

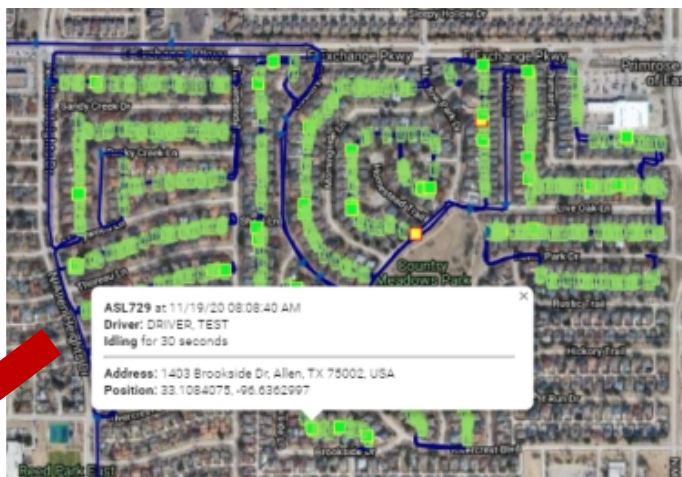
- Stop sequencing
- Scenario based planning



Customer Service and Fleet Technology

3rd Eye Point of Service Verification

- Live GPS breadcrumb trail
- Automated photo record of service (green icons at right)



- Photos stored for 60 days
- All external cameras continuously recording
- On-demand video requests available to verify property damage, accidents, etc.



Partners Since
2017



Saved Resources



**Partners Since
2017**

City of Colleyville
Recycled 882 Tons in 2020

SAVING:
14,994 Trees
335,160 Gallons of Oil
6,174,000 Gallons of Water
2,911 Yards of Landfill Space
3,616,200 Kilowatt Hours of Electricity



Greening a Generation

Thank You for Another Successful Year



Your two new chairs are made from 100% recycled materials.



Working Together to Bring You More



CommunityWasteDisposal.com
Since 1984



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-2

Agenda Date 3/2/2021

Type Worksession

Department Parks and Recreation

Title

Overview of Pleasant Run Athletic Field Restrooms

Explanation

This agenda item provides for presentation of the park restroom design and details at the Pleasant Run soccer practice fields. This project will include new construction of restrooms at this site, as identified in the 2018 Parks, Recreation, and Open Space Master Plan.

Attachments

1. Colleyville Park Facility Presentation

COLLEYVILLE PARKS

Pleasant Run Soccer Park Restroom

City Council Presentation
March 2, 2021



COLLEYVILLE PARKS

Pleasant Run Soccer Park Restroom

Project Site



COLLEYVILLE PARKS

Pleasant Run Soccer Park Restroom

Project Scope

QUICK FACTS:

- Existing parking to remain
- Revised HC Parking with sidewalk
- New structure with two unisex toilets, park storage, and covered seating area.

Estimate of construction cost - \$300,000



Existing
Soccer Fields

Existing
Entry Drive to remain

New Restroom
structure

Revised Handicap Parking

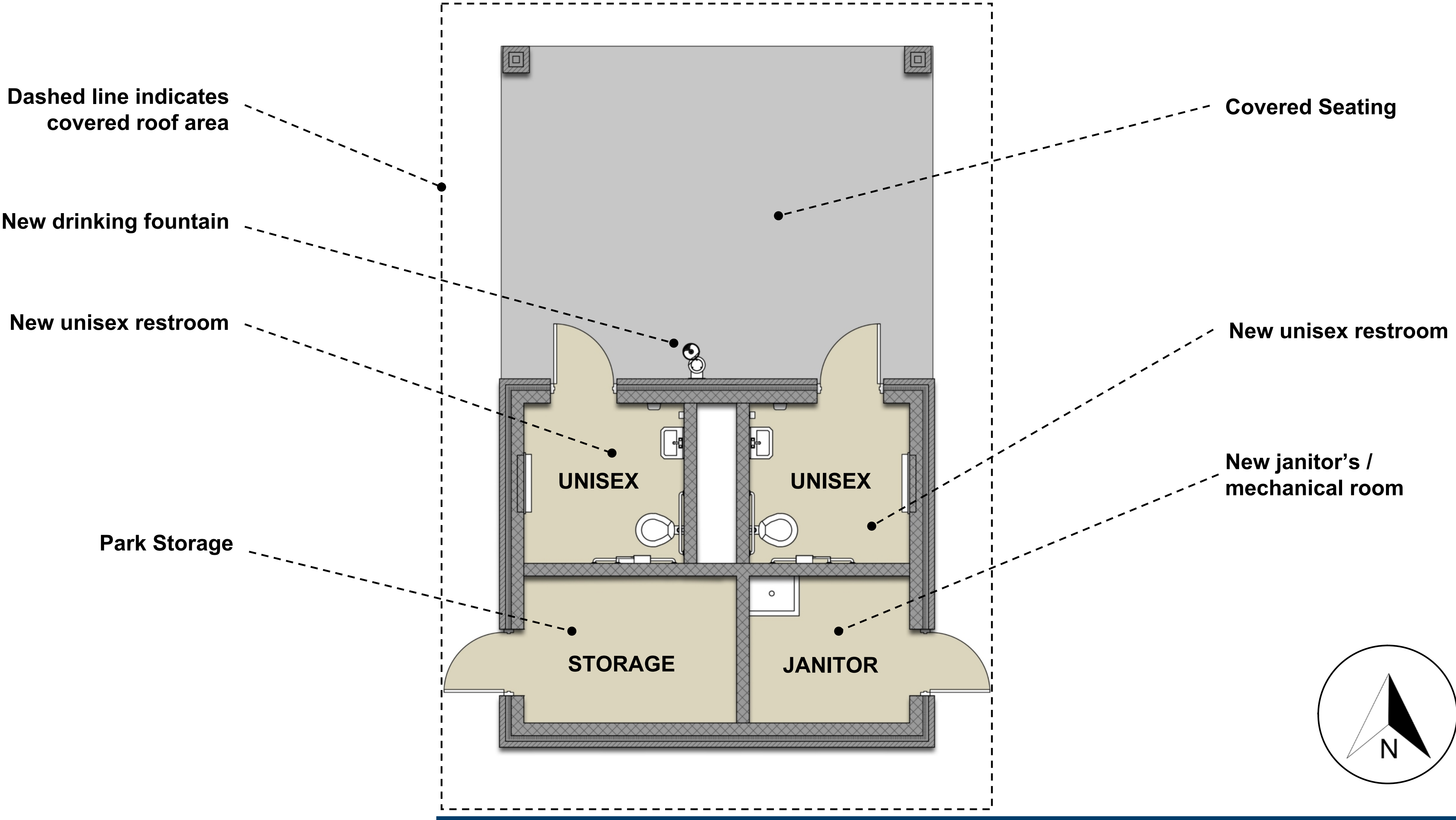
Existing Parking to remain

Existing Crown of
Life Church

COLLEYVILLE PARKS

Pleasant Run Soccer Park Restroom

Preliminary Plan



COLLEYVILLE PARKS

Pleasant Run Soccer Park Restroom

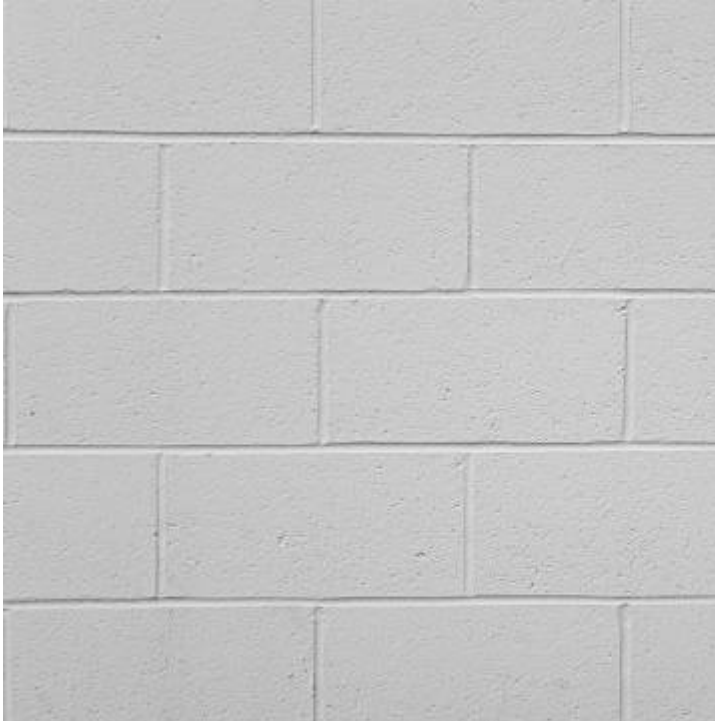
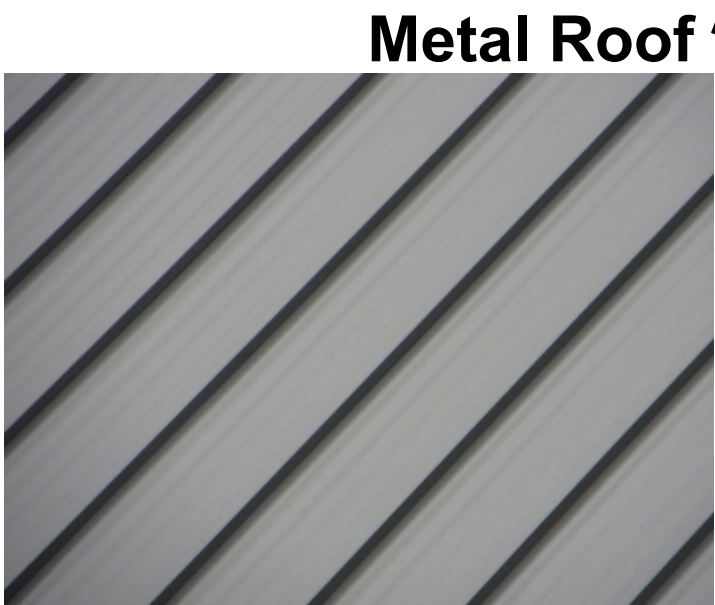
Concept Renderings



COLLEYVILLE PARKS

Pleasant Run Soccer Park Restroom

Material Finishes



COLLEYVILLE PARKS

Pleasant Run Soccer Park Restroom

City Council Presentation
March 2, 2021





City of Colleyville City Council Agenda Briefing

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Agenda Number WS-3

Agenda Date 3/2/2021

Type Worksession

Department Police

Title

Annual Crime Update

Explanation

This item provides for Police Chief Michael Miller to present the 2020 Crime Report and answer questions of the City Council.

Attachments

1. WS-3 - 2020 Annual Crime Report to Council

Annual Crime Report for 2020

Chief Michael C. Miller
Colleyville Police Department
March 2, 2021

What is Uniform Crime Report (UCR)

The objective of the UCR program is to produce reliable crime statistics for law enforcement administration, operation, and management.

This is accomplished through the recording and reporting of the eight (8) Crime Index Offenses (Part 1 Offenses):

- ☐ **Murder**
- ☐ **Rape**
- ☐ **Robbery**
- ☐ **Aggravated Assault**
- ☐ **Burglary**
- ☐ **Theft**
- ☐ **Auto Theft**
- ☐ **Arson**

2020 Annual Crime Report – Part 1 Crimes



Part 1 Crimes	2019	2020	# Change	% Change
Murder	0	0	0	N/A
Rape	0	3	3	100%
Aggravated Assault	5	3	-2	-40%
Robbery	0	3	3	100%
Total Violent Crime	5	9	4	80%
Burglaries				
Non-Residential	14	8	-6	-43%
Residential	8	5	-3	-38%
Thefts				
Burglary of Vehicle	48	32	-16	-33%
Other Theft	87	99	12	14%
Auto Theft	10	4	-6	-60%
Arson	0	0	0	N/A
Total Property Crime	167	148	-19	-11%
Total Part 1 Crimes	172	157	-15	-9%



Change in Crime

-9%

2020 Annual Crime Report – Part 2 Crimes



Summary of Uniform Crime Reporting Part 2 Offenses 2019 vs 2020

Offense Category		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2019	2020
Part-2 Crimes	Curfew & Loitering Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Disorderly Conduct	1	0	0	0	0	0	0	0	0	0	0	0	3	1
	Driving Under the Influence	5	7	2	2	4	1	3	10	5	13	10	10	92	72
	Drug Offenses (Possess - Sale/Mfg.)	4	5	2	1	0	2	0	5	3	2	4	4	70	32
	Embezzlement	2	0	0	1	1	0	0	1	0	0	0	0	7	5
	Forgery	2	2	0	4	1	2	2	0	2	0	0	1	18	16
	Fraud (Credit Card Abuse, Theft of Serv.)	7	9	11	5	1	12	11	12	5	9	12	10	115	104
	Gambling Offense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Liquor Laws	0	1	1	1	0	0	2	2	1	1	0	0	10	9
	Offenses Against Family and Children	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Prostitution / Vice	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Public Intoxication	0	1	0	1	0	2	0	0	1	0	0	0	11	5
	Runaway	0	0	0	0	0	0	1	1	1	1	0	0	13	4
	Sex Offenses	1	0	1	0	0	1	1	0	0	0	0	0	2	4
	Simple Assault	1	7	1	4	2	2	10	2	1	3	1	2	26	36
	Stolen Property; Buy, Recv., Poss.	0	0	0	0	0	0	0	0	0	0	1	0	0	1
	Vandalism	4	3	2	1	1	3	0	2	1	0	1	1	32	19
	Weapons	1	1	1	1	0	0	1	0	1	0	2	1	5	9
	All Other Offenses (except traffic)	5	5	6	6	1	7	10	9	8	4	6	12	82	79
	Total 2020 Part-2 Crimes:	33	41	27	27	11	32	41	44	29	33	37	41	486	396
	Total 2019 Part-2 Crimes:	37	32	45	48	47	37	53	33	37	31	39	47		



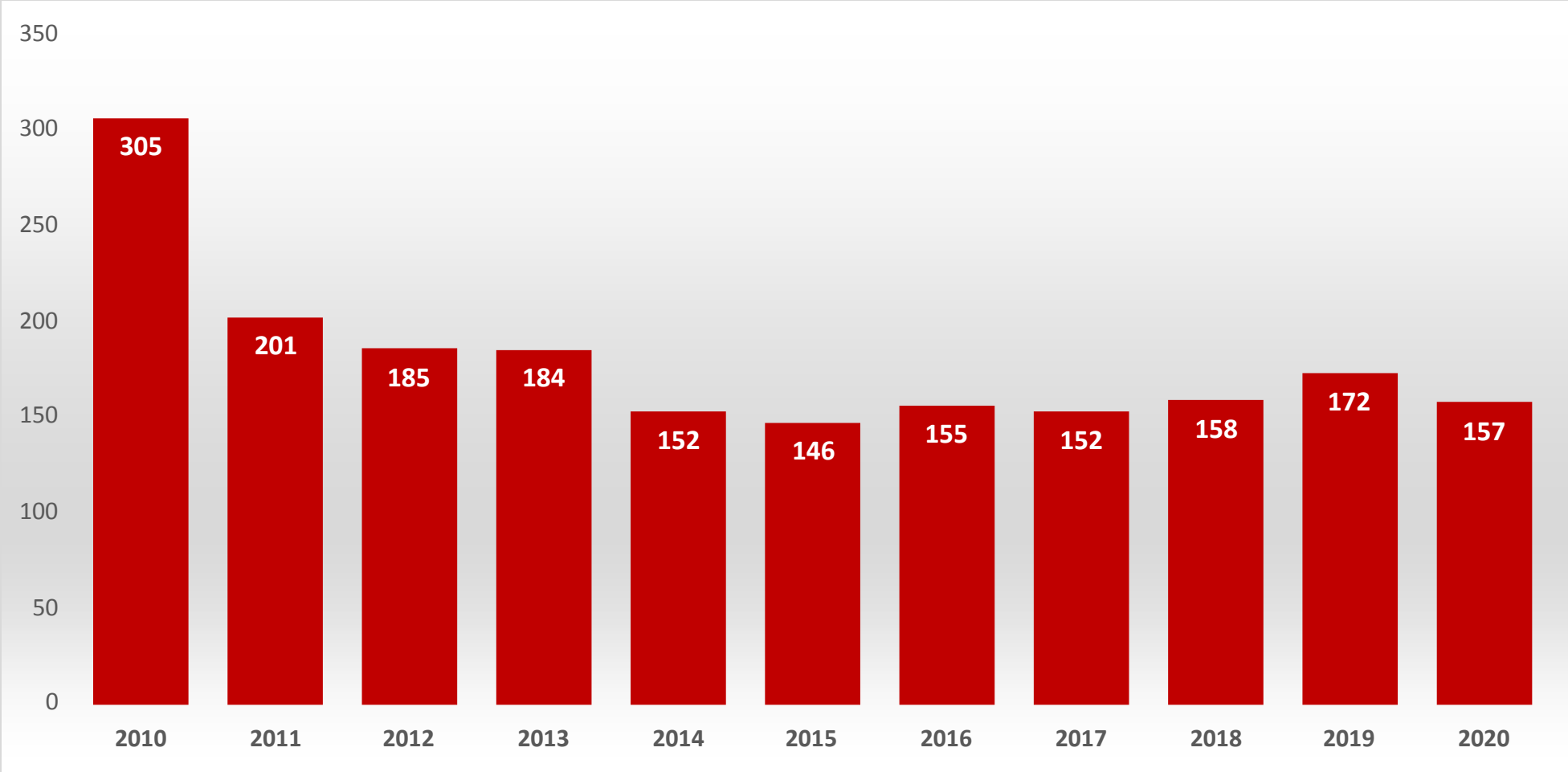
Change in Part 2's

-19%

Crime Trend by Year



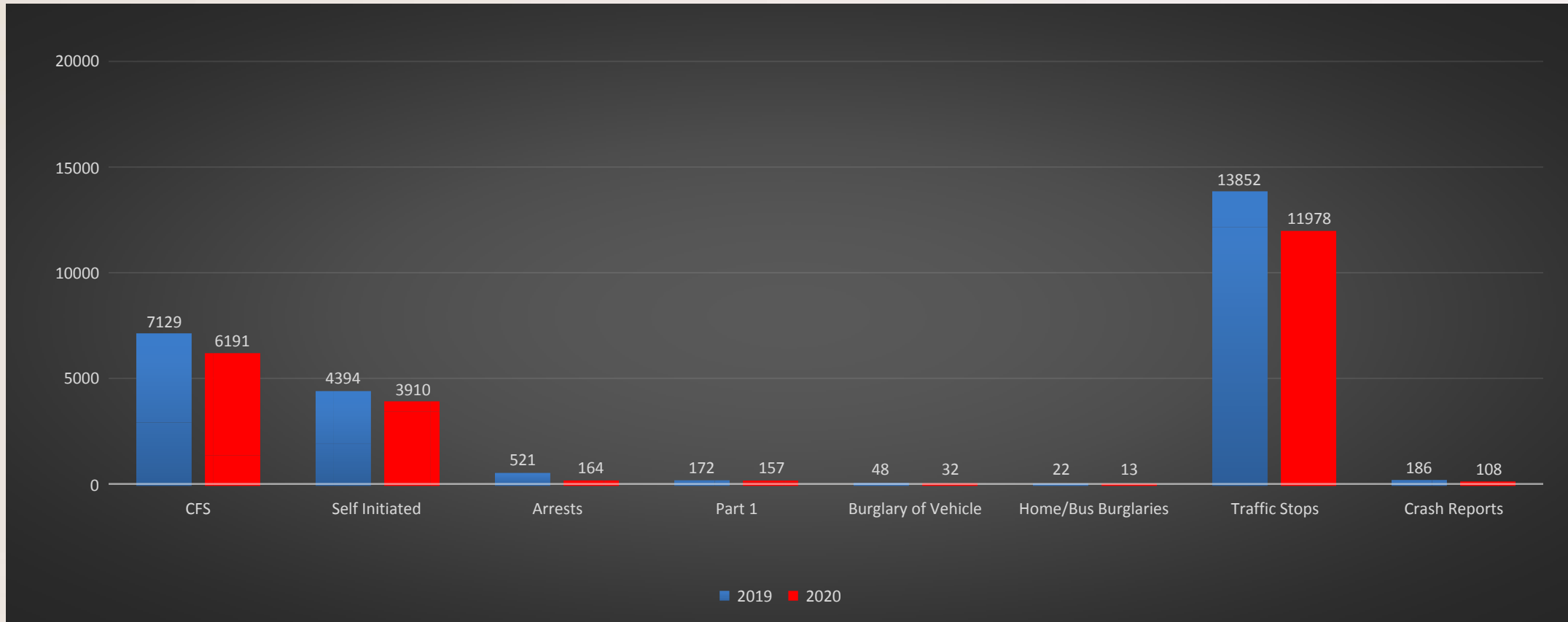
of Part 1 Crimes



Year

Patrol Activity

- Calls for Service 7,129 to 6,191 - 13% Decrease
- Officer Initiated 4,394 to 3910 - 11% Decrease
- Arrests 521 to 164 - 69% Decrease
- Part 1 Offenses 172 to 157 - 9% Decrease
- Burglary of Vehicle 48 to 32 -33% Decrease
- Home/Bus Burglaries 22 to 13- 41% Decrease
- Traffic Stops 13,852 to 11978 - 14% Decrease
- Crash Reports 186 to 108 -42% Decrease
- Conducted 45,507 Business, Home, & Park Checks





CID Activity

In 2020, Colleyville Police Department's Criminal Investigations Division received 688 new case assignments.

On average, the Investigation's Division were assigned 57 new cases each month.

Annual Clearance Rate:

- 34% Part 1 Clearance
 - Violent – 78% Clearance
 - Property – 31% Clearance

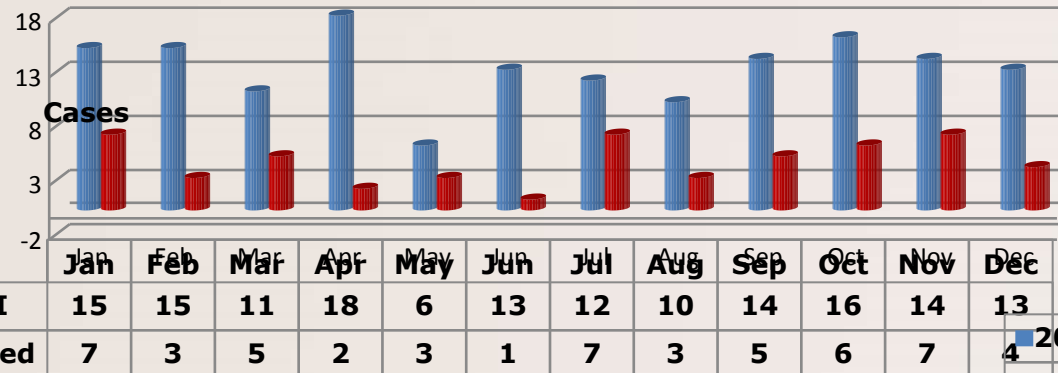
Other points of interest include:

- Submitted 2255 Investigative Supplements
- 98.7% Three day victim contact
- 100 Hours of Firearms Instruction for Department

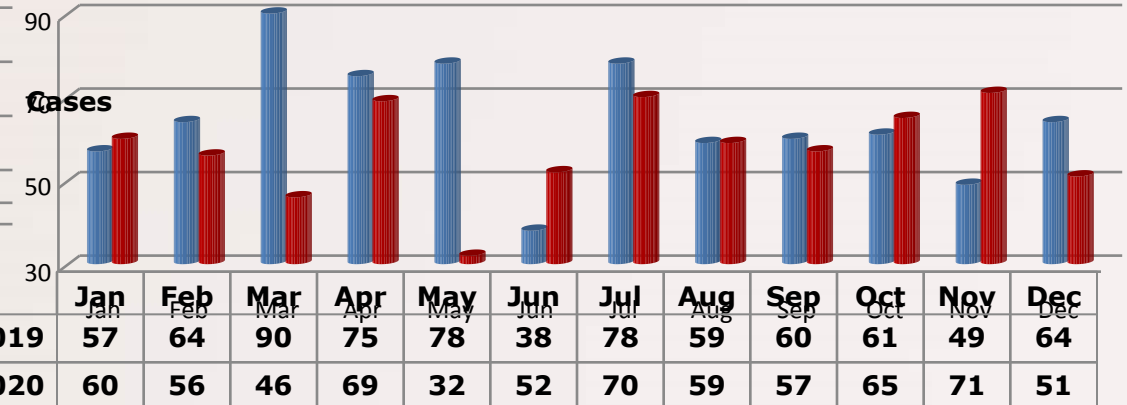
Extra Duties:

- Firearms Instructor
- SWAT Operator
- Child Abduction Response Team
- Defensive Tactics Instructor
- Integrating Communications, Assessment, and Tactics (ICAT) Instructor
- NAPD Instructor
- Sex Offender Registration and Management

Twelve Month Part 1 History



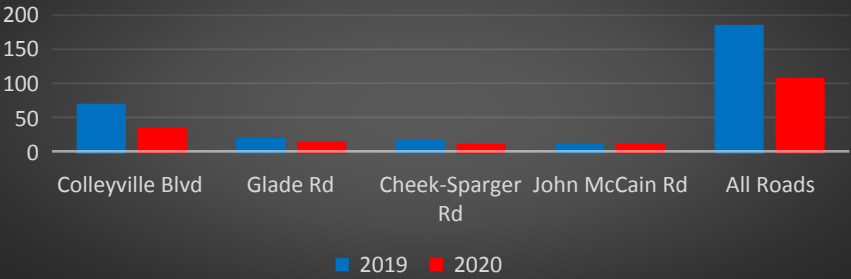
2019 – 2020 Case Assignment Comparison





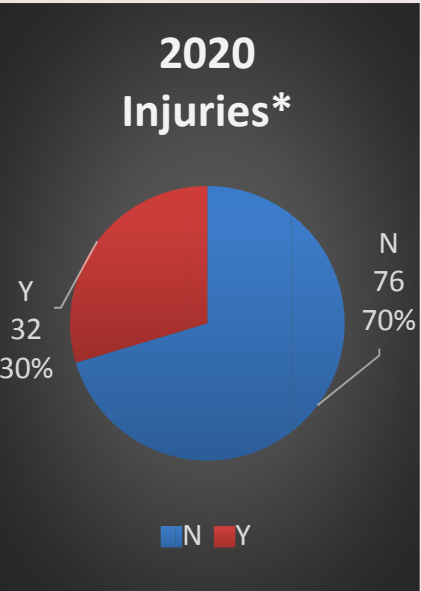
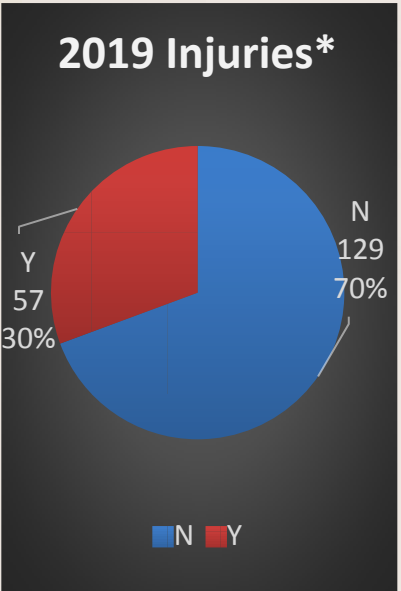
Traffic Crash Data

Top Streets

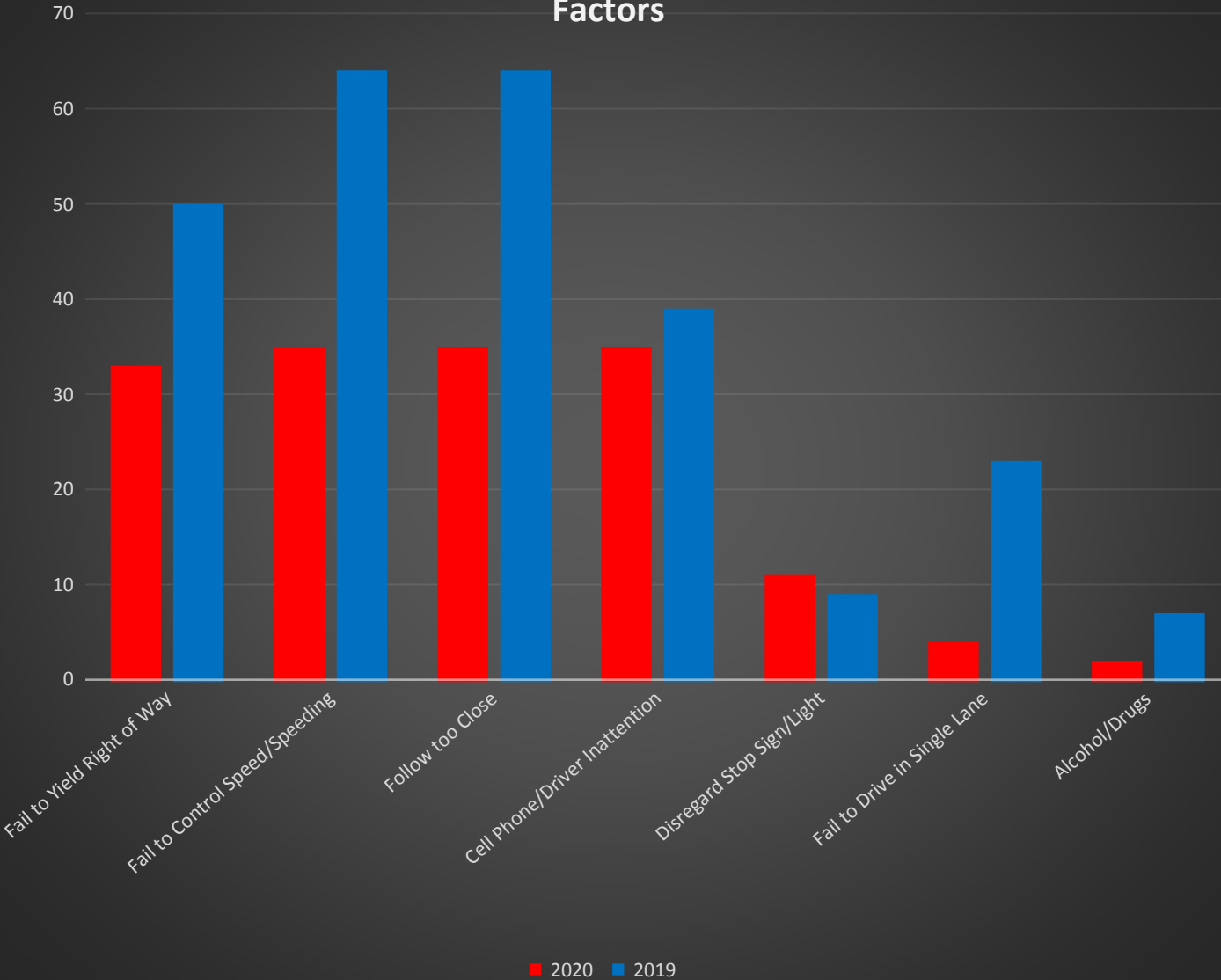


Crash Comparison	2019	2020	Change
Colleyville Blvd	70	35	50%
Glade Rd	20	14	30%
Cheek-Sparger	18	11	39%
All Roads	186	108	42%

Injury Comparison



Top Contributing Factors



Review: Crime Reporting Changes Required in 2019

Timeline for NIBRS Implementation



- September 1, 2019
 - State of Texas goal is for all state agencies to implement an incident based reporting system and begin sending NIBRS data to the state by this date.
- December 2019
 - Colleyville sent first NIBRS test file and began reporting NIBRS data to State of Texas / FBI for all of 2020.
- January 1, 2021
 - The Federal Bureau of Investigation (FBI) Uniform Crime Reporting (UCR) program will sunset Summary Reporting System (SRS) and transition to NIBRS only data collection by this date.

2020 NIBRS Report



Colleyville Police Department



NIBRS Reporting 2020



Offense		Attempted	Completed	Total
GROUP A OFFENSES				
Crimes Against Persons				
11A-D	Sex Offenses	0	6	6
11A	Rape		1	1
11C	Sexual Assault with an Object		1	1
11D	Fondling		4	4
13A-C	Assault Offenses	0	32	32
13A	Aggravated Assault		3	3
13B	Simple Assault		24	24
13C	Intimidation		5	5
TOTAL		0	38	38

2020 NIBRS Report



Offense		Attempted	Completed	Total
Crimes Against Property				
120	Robbery		3	3
220	Burglary/Breaking and Entering	1	12	13
220	Resident-Forcible Entry		6	6
220	Resident-Unlawful Entry (no force)		5	5
220	Resident-Attempted Forcible Entry	1		1
220	Non Resident-Forcible Entry			-
220	Non Resident-Unlawful Entry (no force)		1	1
220	Non Resident-Attempted Forcible Entry			-
23A-H	Larceny/Theft Offenses	4	134	138
23C	Shoplifting		43	43
23D	Theft From Building	1	7	8
23F	Theft From Motor Vehicle	2	31	33
23G	Theft From Motor Vehicle Parts/Accessories		6	6
23H	All Other Larceny	1	47	48
240	Motor Vehicle Theft		5	5
250	Counterfeiting/Forgery	4	12	16
26A-G	Fraud Offenses excluding counterfeiting/forgery & bad checks)	28	80	108
26A	False Pretense/Swindle/Confidence Game	5	13	18
26B	Credit Card/Automatic Teller Machine Fraud	4	23	27
26C	Impersonation	1		1
26E	Wire Fraud		10	10
26F	Identity Theft	18	33	51
26G	Hacking/Computer Invasion		1	1
270	Embezzlement		6	6
280	Stolen Property Offenses		1	1
290	Destruction/Damage/Vandalism of Property		21	21
TOTAL		37	274	311

2020 NIBRS Report



Offense		Attempted	Completed	Total	
Crimes Against Society					
35A-B	Drug/Narcotic Offenses	0	117	117	
35A	Drug/Narcotic Violations		84	84	
35B	Drug Equipment Violations		33	33	
370	Pornography/Obscene Material		3	3	
520	Weapons Law Violations		10	10	
TOTAL		0	130	130	
GROUP A OFFENSES - TOTAL		37	442	479	
GROUP B ARRESTS					
Offense		On-View Arrest	Summoned/ Cited	Taken Into Custody	Total
90D	Driving Under the Influence	59		8	67
90E	Drunkenness	2	1	1	4
90G	Liquor Law Violation		10		10
90Z	All Other Offenses	5	13	1	19
GROUP B OFFENSES - TOTAL		66	24	10	100

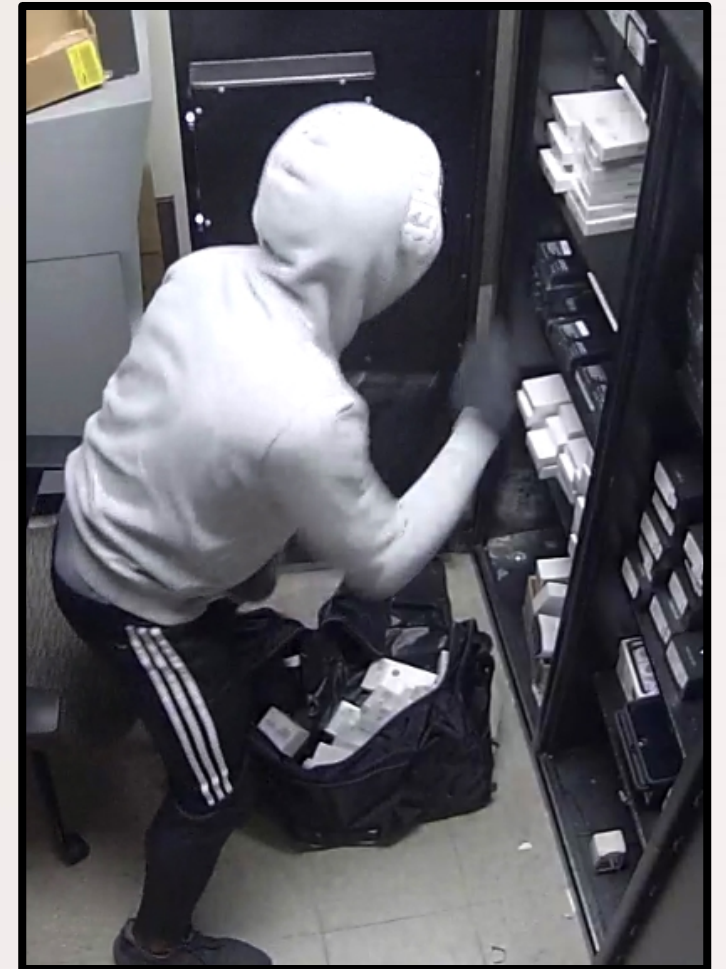
Case Study

Verizon Store Robberies and License Plate Reader Successes

Verizon Store Robbery 11/21/2020



- Robbery occurs at 3:52pm
- Armed suspects force patrons to get on the floor and forces an employee to a back room where a safe full of electronics is located



Verizon Store Robbery 11/21/2020



- Suspects filled a duffle bag full of electronic devices and left the store at 3:52pm
- Verizon provided this photo of the suspect vehicle at 4:21pm.



Verizon Store Robbery 11/21/2020



Suspect Vehicle

- This was the best photo Verizon could provide of the suspect vehicle
- The signage on the exterior windows obscured the vehicle make/model and license plate
- Investigators began searching the LPR system and found 913 vehicles passed by 3 LPR locations between 3:30pm-4pm.



Verizon Store Robbery 11/21/2020



- Comparison of Verizon photo and LPR scan from the Brown Trail (NB) LPR at 3:33pm.



Summary of DFW Cell Phone Robberies



A series of Aggravated Robberies of cell phone store started in July 2020 and went through December 2020. The FBI was brought in to assist local law enforcement with these investigations.

Overall 18 robberies were committed by this crew resulting in losses of >\$325,000.

Robberies occurred in:

- Balch Springs, Texas
- Dallas, Texas
- Greenville, Texas
- Colleyville, Texas
- Flower Mound, Texas
- Grand Prairie, Texas
- Arlington, Texas
- Houston, Texas
- Fort Worth, Texas
- Garland, Texas



To date, 16 individuals have been arrested and at least 6 firearms recovered. 10 of the 16 have already been indicted on federal charges and more are expected.

Questions and Discussion?



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 3/2/2021

Type Worksession

Department City Manager

Title

Discussion of Stars & Guitars 2021

Explanation

This item provides for discussion of the planned 2021 Stars & Guitars event.

Attachments

1. Stars & Guitars 2021 Musical Act

City of Colleyville

Stars and Guitars 2021

Musical Acts Presentation

City Council Worksession

March 2, 2021

Stars & Guitars 2021



Performer Possibilities	Music Genre	Unavailable	\$30,000 – \$39,999	\$40,000 – \$60,000	\$70,000+
Diamond Rio, Josh Abbott Band	Country		X		
Gary Allen	Country			X	
Trace Adkins, Clint Black	Country				X
Travis Tritt, Brooks & Dunn	Country				X
Clay Walker, Randy Rogers Band, Alabama	Country	X			
Pat Green, Joe Nichols, Mark Chestnut	Country	X			

Stars & Guitars 2021



- Sold over 10 million albums
- 3 platinum and 5 gold records
- Awards:
 - 4x Association's Vocal Group of the Year winner
 - 3x Academy of Country Music Awards
 - 13 Grammy nominations
- Top Hits Include:
 - "How Your Love Makes Me Feel"
 - "Walkin' Away"
 - "Holdin'"
 - "Meet In the Middle"
 - "Love a Little Stronger"



- <https://www.youtube.com/watch?v=qWKpCmPdGmM>



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-5

Agenda Date 3/2/2021

Type Worksession

Department Finance

Title

Review of the FY2022 Budget Calendar

Explanation

This item is to briefly review and finalize the proposed FY22 budget calendar.

Attachments

1. FY 2022 Budget Calendar
2. Budget Calendar

FY 2022 Budget Preparation Calendar



Regular City Council meeting dates
Additional meeting dates

January 2021

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January

January Prepare budget calendar for upcoming year CMO/Finance

February 2020

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February

16-Feb City Council reviews proposed budget calendar City Council
February Prepare Current Service Level Numbers; Enter in Munis Finance
February Departments notified of the deadline and requirements Human Resources
for new position or reclassification requests
February Post applications for FY 2021 agency agreements City Secretary

March 2020

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March

March Update the Budget Preparation Manual if necessary Finance
25-Mar Budget Kickoff meeting Departments
31-Mar Agency Applications due City Secretary

April 2020

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April

9-Apr New position and reclassification requests due to HR Departments
Non-Discretionary Requests due in MUNIS Level 2; budget prep
9-Apr workbooks due to Finance Director Departments
14-Apr-21 RFP for health insurance Human Resources
23-Apr-21 All other components of the Budget Submittal are due Departments
Apr 26-May 7 Department Budget Submittal Meetings Depts/Budget Team

May 2020

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May

1-May City Council Election City Council
11-May City Council - Special meeting - canvass of election City Council
18-May New Councilmembers Sworn In City Council
Late May Preliminary property value estimates released Tarrant Appraisal
Late May Council priority setting Worksession (or early June- tbd) City Council

June 2020

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June

June Review RFP analysis and finalist recommendations Benefits Committee
1-Jun CC Worksession: Budget Process Overview (if desired) City Council
3-Jun Publish CCCPD budget public hearing notice (Board) City Manager's Office
15-Jun Budget Worksession (review of prelim. numbers & insurance) City Council
15-Jun CCCPD budget public hearing & Worksession (before CC mtg) CCCPD Board

July 2020

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July

6-Jul CCCPD budget adoption (before City Council meeting) CCCPD Board
6-Jul Approve insurance contracts City Council
Discussion on updates to fees/charges (if needed) City Council
Present Draft 5-Year CIP City Council
8-Jul Publish CCCPD budget public hearing notice (Governing body) City Manager's Office
20-Jul 1st Reading CCCPD budget/public hearing by governing body City Council
23-Jul Certified tax roll released Tarrant Appraisal
30-Jul City Manager's proposed budget distributed to City Council City Manager's Office

August 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

3-Aug	Worksession- Presentation of the Proposed Budget Submission of certified appraisal roll & collection rate Submission of effective and rollback tax calculations 2nd Reading of CCCPD budget - approval by the governing body Resolution approving proposed tax rate (for public hearings & notices)	City Council
10-Aug	Colleyville Eco. Dev. Corporation (CEDC) Budget Worksession	CEDC Board
12-Aug	Publish Combined Notice of Effective and Rollback Tax Rate Publish Notice of Budget Public Hearing	City Manager's Office
24-Aug	Colleyville Economic Development Corporation meeting - Adoption of Budget, EDCIP, and Annual Activity Report	CEDC Board
24-Aug	City Council Special Meeting - 1st Public Hearing on Tax Rate (if needed)	City Council

September 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September

7-Sep	Presentation of the CEDC annual activity report 1st reading of budget ordinance and budget public hearing 1st reading of tax rate ordinance (2nd public hearing, if needed) 1st reading of current FY year-end budget amendment 1st reading of ordinance for any fee changes (if needed) 1st reading of ordinance for utility base rate changes (if needed) Resolution adopting the CEDC budget Resolution adopting the EDCIP	City Council
21-Sep	2nd reading of budget ordinance (official adoption) 2nd reading of tax rate ordinance (official adoption) 2nd reading of current FY year-end budget amendment 2nd reading of ordinance for any fee changes (if needed) 2nd reading of ordinance for utility base rate changes (if needed) Resolution adopting the 5-Year CIP Resolution ratifying the property tax increase (if needed)	City Council

October 2020						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October

1-Oct	Fiscal year begins	
October	Distribute Agency Contracts for execution	City Secretary
October	Prepare Adopted Budget Book	Finance/CMO

November 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November

November	Create vouchers and mail checks for Agency Contracts	City Secretary
----------	--	----------------

December 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December

December	Adopted Budget due to GFOA 90 days after adoption	Finance/CMO
7-Dec	1st reading of ordinance for utility volumetric rate changes	Finance
21-Dec	2nd reading of ordinance for utility volumetric rate changes	Finance

Budget Calendar

City Council Worksession
March 2, 2021

Process Overview



- February: Post applications for FY22 agency agreements
- March 26: Budget kickoff meeting (staff)
- March 31: Agency applications due
- April: All budget information due from departments
- April 14: RFP for health insurance
- Late May: Preliminary property values released
Council priority setting worksession
- June: Health Insurance finalist is recommended

Process Overview



- June 1: Budget worksession to review process (optional)
- June 15: Worksession to review preliminary numbers (optional)

CCCPD budget public hearing and work session

- July 6: CCCPD budget adoption

Approve insurance contracts

Discussion on fees/charges

Draft 5-year CIP

- July 20: First reading CCCPD budget/public hearing

Process Overview



- July 23: Certified tax roll released
- July 30: City Manager's Proposed Budget distributed
- August 3: Council worksession; present proposed budget
Second reading for CCCPD budget; approval
Resolution approving proposed tax rate
- August 10: CEDC budget worksession
- August 24: CEDC board meeting; adoption of budget
City Council special meeting; 1st hearing on tax rate

Process Overview



- September 7: 1st reading/hearing of budget ordinance
 - 2nd reading tax rate
 - 1st reading FY21 budget amendment
 - 1st reading fee changes
 - 1st reading utility rate changes
 - Adopt CEDC Budget/CIP

Process Overview



- September 21: Adopt budget ordinance, tax rate ordinance, FY21 amendment, 5-year CIP, fee ordinance, utility rates

Date	Council	CEDC	CCCPD
May (Priority Session)	X		
1-Jun-21	X		
15-Jun-21	X		
6-Jul-21	X		
20-Jul-21	X		
3-Aug-21	X	X	
10-Aug-21			
24-Aug-21	X		
7-Sep-21	X		
21-Sep-21	X		



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-6

Agenda Date 3/2/2021

Type Worksession

Department City Secretary

Title

Discussion of Tinker Road Improvements Project

Explanation

This agenda item provides for a follow up discussion of the Tinker Road project.

Attachments

1. Tinker Road Discussion

Tinker Road Presentation and Discussion

City Council Worksession
March 2, 2021

How did we get here?



Tinker Road Time Line and Discussion History:

- 7/21/2020 Tinker Road Work Session
Discussion of roadway design criteria; directed to survey citizens along Tinker
- 1/05/2021 Tinker Road Work Session
Discussion of survey results and roadway design criteria
- 1/19/2021 Tinker Road Work Session
Refinement of design from previous presentation to include new tree survey results to address citizen concerns regarding tree and ROW impacts
- 2/2/2021 Tinker Road Work Session.
Work session regarding 2015 Master Thoroughfare Plan, Traffic Counts, New Speed Study Data, Pedestrian Considerations, and Pleasant Run Road and Tinker Road Intersection Alternatives
- 2/11/2021 Call with Commissioner Fickes
Learned about County's planned bond initiative for November 2021; Tinker reconstruction/expansion could be eligible for funding

What is the purpose of the project?

- Provide a safe road with improved surface
- Address specific drainage issues (from the hill top located near Caldwell Hughes Road eastward to SH26)
- Provide pedestrian transportation
- Replace utilities when appropriate



John McCain vs. Pleasant Run



Both are improved roads; One was a far smoother process.

→ Replicate John McCain, not Pleasant Run.

Strategies when applied to Tinker: \$1M ~ 12 years vs. \$3M ~20 years



John McCain

Road resurfaced

Extensive base repair

Completed in a few months



Pleasant Run

New road surface

Complete reconstruction

Multi-year construction project

Tinker Road Recommendation

Implement a maintenance strategy now, and preserve expansion option for the future:

- 2-12' lanes striped on a 26' wide road; no new curbs
- Wider road section (existing) will be striped to discourage parking on the road
- Mill and overlay the entire length of Tinker Road; base repairs where needed
- 8' Wide Trail on the north side and 5' wide Sidewalks on the south side
- Drainage Improvements on east side of Tinker Road
- Add a turn lane at Pleasant Run Road southbound
- Potential Right of Way acquisition TBD
- Potential tree removal TBD

Questions and Discussion



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-7

Agenda Date 3/2/2021

Type Worksession

Department City Secretary

Title

Discussion of the March 2, 2021, City Council special agenda items



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
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Agenda Number 1

Agenda Date 3/2/2021

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

RESOLUTION R-21-4587

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE SPECIAL
CITY COUNCIL MEETING OF MARCH 2, 2021**

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 2ND DAY OF MARCH 2021.

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

RESOLUTION R-21-4588
APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE SPECIAL CITY COUNCIL MEETING OF MARCH 2, 2021

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of February 2, 2021
 - b. Approval of the minutes of the Special City Council meeting of February 25, 2021
 - c. Approval to enter into a License and Services Agreement with Tyler Technologies Inc. for the EnerGov permitting software project, in an amount not to exceed \$290,910, and a contingency amount not to exceed \$29,091, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 2ND DAY OF MARCH 2021.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Minutes - Draft

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

Tuesday, February 2, 2021

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, February 2, 2021, at 5:30 p.m.

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

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

WS-1 Discussion of Tinker Road Improvements Project

Public Works Director Ray Silva-Reyes presented this item noting the City Council received an update at the January 5, 2021 City Council Worksession. At that meeting, City Council directed staff to conduct a traffic study and review the recommendations of the Pedestrian Transportation Ad-Hoc Committee regarding trails and sidewalks in this area. Director Silva-Reyes reviewed the traffic study, noting Tinker Road is a major collector and highlighted data from 11 other major collector roadways in the City as provided for in the 2015 Master Thoroughfare Plan.

There was general discussion of reclassifying Tinker Road as a minor collector, the condition of City roads, the possibility of including bike lanes, the impact to residential property, and the Pedestrian Transportation Committee recommendation of having trails or sidewalks on both sides of Tinker Road.

Mayor Newton polled the City Council and all agreed Tinker Road should remain a major collector. Mayor Pro Tem Bobby Lindamood requested staff stake out the roadway showing the varying widths and possible sizes of trails and sidewalks on each side of Tinker Road, providing a visual for residents. City Council agreed this plan would be helpful and asked staff to review the requirements of shared use lanes (bike), and bring the item back to City Council in the future.

There were citizens in the audience who expressed concern the Tinker Road Residents Survey is not being considered and wondered whether the traffic counts on Tinker may be higher now because Pleasant Run Road is closed.

WS-2 Presentation and discussion of the RFP process for possible purchase of new City-wide permit software

Community Development Director Ben Bryner presented this item, providing the background of the current software, which was purchased in 2008 and is utilized by Community Development, Public Works, City Secretary's Office, Police, and Fire departments. He noted the software CRW TRAKiT has been purchased by several different companies, is currently owned by Central Square Technologies, has declined in reliability and customer service, and is not current with today's technology.

Director Bryner stated a task force comprised of employees representing the daily users from eight departments was formed to develop, evaluate, and recommend a new software provider. A formal Request for Proposals (RFP) that grouped together all the basic requirements, as well as significant features staff felt were necessary to improve City-wide efficiencies, provide a required interface between the financial and permitting elements of the software, and provided the highest capability to citizens and contractors when utilizing the online permit portal was issued on October 9, 2020. The City received four submittals on November 6, 2020. In addition to the task force members, City Councilmembers George Dodson, Tammy Nakamura, and Callie Rigney evaluated the proposals and participated in formal demonstrations. It has been determined Tyler Technologies/EnerGov software meets the required elements of the RFP criteria.

Mayor Newton asked each of the Councilmembers who served on the task force if they were in agreement with the assessed needs and recommendations. Councilmember Rigney stated the software is impressive and will enhance efficiency, Councilmember Nakamura stated Tyler works with the current software utilized by other departments and is reasonably priced, and Councilmember Dodson stated Tyler has experience with data conversion from the current software, flexibility, and integration.

Director Bryner thanked the Councilmembers and task force for their work and noted this item will come forward on the consent agenda at the February 16, 2021 City Council meeting.

WS-3 Discussion of the February 2, 2021, City Council regular agenda items

Mayor Newton stated item 7a on this agenda has been withdrawn.

Mayor Newton adjourned the Worksession at 6:26 p.m.

Mayor Newton opened the Executive Session at 6:26 p.m. and moved to the Executive Conference Room.

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

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

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

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including Glade Road eminent domain case for Parcel 150

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

There was no action taken and Mayor Newton adjourned the Executive Session at 7:06 p.m.

Mayor Newton called the regular meeting of the City Council to order at 7:31 and called the roll.

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

INVOCATION: Pastor Lee Johnson, Bear Valley Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-21-4582

Mayor Newton read Resolution R-21-4582 in its entirety.

Assistant City Manager Mark Wood presented this item stating the pond is called the Justice Center Pond, however, it is owned by the Town Center Shopping Center. This resolution provides for the City to purchase the pond from the Town Center Shopping Center for the cost of legal fees, and will allow the City to clean up the pond and surrounding landscape to provide a beautiful amenity to the community and align with the City's beautification standards.

There were no questions and Mayor Newton opened the public hearing at 7:37 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke in favor of this item and asked the area remain as natural as possible with consideration given to protecting the wildlife.

There were no others wishing to speak and Mayor Newton closed the public hearing at 7:38 p.m.

Councilmember Dodson made a motion to approve Resolution R-21-4582, seconded by Councilmember Kelley.

The motion to approve passed by the following vote:

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

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

Mayor Newton and the Councilmembers made the following announcements:

COVID Update: Over the last week, we have received some good information regarding vaccines from both the State and County. I shared this information in my weekly video last Friday. Let me provide a recap.

According to the Texas Department of Health Services, Texas has given over two million vaccines. One in 13 eligible Texans has received their first shot, and one and six people over 65 have received their first shot. Texas is expected to see an increase in the number of doses received next week. The state also said the hub sites, such as the Hurst Conference Center, would continue to be the priority for receiving the vaccine.

Tarrant County said as of last Wednesday, public health has administered about 76,000 vaccines in conjunction with partner cities, and in total 104,000 vaccines have been administered from all available sites with 95% of the vaccinations

administered to Tarrant County residents and 5% administered to people coming from outside the County. The County is working to add approximately five additional hub sites.

The County plans to launch a dashboard in the next week or so specifically for vaccination progress by geography and demographics. If you have not registered for the vaccine yet, please do so at [tarrantcounty.com\covidshot](https://tarrantcounty.com/covidshot).

The Tarrant County Health Director said there appears to be a silver lining. Tarrant County cases have turned down, the positivity rate has reduced from 30% to 21% in two weeks, but deaths continue to rise. This is to be expected as death data lags case data. Hopefully we will see a reduction in deaths soon.

In terms of COVID numbers, Colleyville has about 700 active positive cases utilizing our 14-day roll off. I want to point out that Tarrant County shows Colleyville to have about 500 active positive cases. The County has moved more cases to recovered now than we have. This has not happened since early September 2020. I'm quite pleased with this development.

Tarrant County hospital bed availability is at 21%, and ventilator availability is at 61%. Adult ICU bed occupancy is at 94%, and beds occupied by COVID patients is at 22%. And the multi-county trauma service area hospitalization percentage remains above the 15% mark currently at 18%.

State of the City to Premier Feb. 4 at Chamber Lunch – The State of the City will be the feature at the next Chamber of Commerce monthly meeting slated for February 4 (Thursday) at 11:30 AM. This year's presentation will be entirely on video to comply with COVID-19 protocols. After the presentation, the video will be shared on the City's webpage and social media platforms.

COVID-19 Vaccination Second Dose Clarification from Judge Whitley - Last week Judge Whitley sent out the following update regarding second dose vaccination.

"My (Whitley) office has received several calls with regards to second doses of the COVID-19 vaccine. Citizens are calling saying there are vaccine providers who are stating they will NOT be administering a second shot and asking Tarrant County to provide the second dose. After a discussion with TDEM, we have verified this should not be the case. Any vaccine provider who administered a first dose of vaccine should also be providing the second dose. If any of you receive similar inquiries, we ask that you please send us the name and address of the provider so we may inform the state and further action can be taken to correct the situation at that particular location. Please feel free to email my office at countyjudge@tarrantcounty.com with any of these inquiries."

Promotional Video – Our communications team put together a brief video outlining all of the ways the City assisted local businesses in 2020. In total, the

City invested over \$1 million supporting Colleyville business through advertising grants, gift card programs, the receipt race, Colleyville Gives, SCORE training, the Colleyville Business Center, and providing PPE. We are very proud of how the City stepped up during a challenging year for our businesses.

Pickleball Coming to City Park – Pickleball courts are coming to Colleyville! The pickleball courts are slated to be constructed between baseball field 9 and tennis court 6 (where the old sand volleyball pit was located). Pickleball courts have been requested quite frequently by many residents, therefore, many people will be excited to see the construction of these courts.

Clean Sweep Set for February 27 – Our annual clean-up event, Clean Sweep, returns February 27. Clean Sweep offers residents a one-stop drop off event with five stations: the Crud Cruiser (household hazardous waste), electronics recycling, document shredding, bulk/brush trash, and tire recycling.

Date: Saturday, February 27

Time: 9-11 a.m.

Cost: Free for Colleyville residents with proof of residency

Location: Colleyville Heritage High School parking lot

Colleyville \$35 Gift Card – Cupid Cash Is In the Mail: Last week, the \$35 Cupid Cash Gift Cards were mailed to every Colleyville household. Watch your mail for this valentine-looking card. Also, please remind your friends and neighbors to "show some love" to our Colleyville businesses. The cards are valid through March 15. The gift card can be presented at participating Colleyville businesses for payment of services. The businesses will use the card to credit the transaction and receive reimbursement from the city directly. If you do not receive a card by the end of the week, please call the City Manager's Office at 817-503-1111.

Presentation of redeemed Colleyville Economic Development Corporation bond

Assistant City Manager Mark Wood presented a commemorative bond to Mayor Newton and City Council in celebration of the City paying off the \$4.75 million CEDC bond, suggested by the Audit Committee. Manager Wood noted the bond debt was scheduled for payoff in 2029, however, City Council agreed to allow staff to investigate if the bond was callable, it was, and the debt has been paid off early, saving the City over \$654,000 in interest and \$600,000 annually per year for the bond payment.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-21-4583

- 4a** Approval of the minutes of the regular City Council meeting of January 5, 2021

- 4b** Approval of the minutes of the regular City Council meeting of January 19, 2021
- 4c** Approval of the proposal by PTI Sports & Recreation Construction, an approved vendor through the Buy Board purchasing program, in an amount not to exceed \$149,000.00, for the installation of four pickleball courts at City Park, and authorizing the City Manager to execute the documents

Mayor Newton read Resolution R-21-4583 in its entirety.

Parks and Recreation Director Lisa Escobedo presented this item noting the public has been requesting the pickleball courts and noted the planning began last year with City Council approved staff's request to relocate one of the two sand volleyball pits at City Park, which were adjacent to Tennis Court 6. This approval was in response to concerns regarding sand often being blown onto the tennis court. The relocation was completed and at the April 21, 2020 City Council Worksession, City Council directed staff to move forward with planning to install pickleball courts in the area where the former volleyball court was located. Funding for this project is provided in the Parks Tomorrow Fund.

Councilmember Dodson asked Director Escobedo if the entire area was fenced. She explained the height and fencing on each side of the courts, and their purpose.

Councilmember Wheat asked Director Escobedo when the courts would be completed. Director Escobedo stated completion date is expected to be mid to late April.

Mayor Newton opened the public hearing at 8:05 p.m. There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:05.

Councilmember Nakamura made a motion to approve Resolution R-21-4583, seconded by Mayor Pro Tem Lindamood.

The motion to approve passed by the following vote:

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

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

5a Ordinance O-21-2154

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district on Lot 1, Block 1, Yaffa Addition, located at 608 Shelton Drive, Case ZC20-033

Mayor Newton read the caption of Ordinance O-21-2154.

Community Development Director Ben Bryner noted there have been no updates since the first reading. He presented this item stating this is a request for a zoning change from AG Agricultural district to the R-40 Single-Family Residential district to allow for the construction of a new home and there are no new lots proposed. He noted the current size of the property does not comply with all the minimum standards of the R-40 Single-Family Residential district zoning as the lot width of the property falls below the minimum lot size of 40,000 s.f. He stated the deficiency will be incorporated into the rezoning of the property and the applicant would have 60 days to remove the old home once the new home is constructed.

Mayor Newton stated he agrees the zoning is appropriate.

Mayor Newton opened the public hearing at 8:09 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke regarding her concern the lots are being chopped up and should be developed and redeveloped with larger estate homes. Mayor Newton explained this density is the lowest density possible for this lot since it is not large enough to satisfy the RE-Residential Estate zoning requirements.

There were no others wishing to speak and Mayor Newton closed the public hearing at 8:12 p.m.

Councilmember Rigney made a motion to approve Ordinance O-21-2154, seconded by Councilmember Wheat.

The motion to approve passed by the following vote:

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

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

6a Ordinance O-21-2155

Consideration of an Amendment to the Planned Unit Development-Commercial zoning district on Lot 1, Block 1, Village Front Door Addition, located at 5204 Colleyville Boulevard, Case ZC20-034

Mayor Newton read the caption of Ordinance O-21-2155.

Community Development Director Ben Bryner presented this item, which is a request for an amendment to the existing PUD-C Planned Unit Development – Commercial ordinance for the Village Front Door. Director Bryner gave a history of

the original PUD, and the amendments and stated this request is to allow the building to continue to operate as a medical/office type use, though the use was to return to a retail sales tax use, when the property changed ownership, which it has.

Mayor Newton stated it was constructive to review the original and amended PUD and gave the following recap: the original PUD-C zoning (2007) required retail on and office uses in the building. This was amended in 2010 requiring 100% of the building be used for retail uses generating sales tax. This was a tradeoff to allow more residential in other parts of the Village. Clearly, the City Council at the time was trying to insure the prime retail property on Highway 26 was used for retail as the highest and best use of the property. In 2011, a request was sought to amend the Village Front Door development's PUD Ordinance allowing for a 100% medical office use. This was allowed on a temporary basis by making it contingent on the ownership and operation of Dr. Kim's medical office. Since then the use of the property was medical office. Recently, Dr. Kim's practice has closed and the owner is trying to sell the property. As a result, the owner and applicant desires to continue the use of the building as a medical office use. Mayor Newton stated this property fronts Colleyville Boulevard, is prime retail and the City is investing millions of dollars at that intersection on amenities that will make the corner even more attractive as a retail location. As such, he recommends leaving the site for retail, as has been the strategy of this Council and previous Councils.

Councilmember Dodson stated there is also retail use to the north and allowing the medical office building use would be giving prime real estate to a non-taxable activity. He also noted the City has invested heavily in the construction and beautification of SH26 and the area is prime for the retail use.

Councilmember Kelley stated he agrees with Mayor Newton and Councilmember Dodson however; he believes the cost to retrofit the medical office to be retail would be a consideration.

Mayor Newton stated he did not feel it would be costly to retrofit, Councilmember Nakamura agreed. Mayor Newton asked the applicant to come forward.

Daniel Kim, 229 Odessa Drive, Haslet, the applicant, stated he understands the City Council's concerns. He noted the building was originally supposed to be a restaurant, but had sat empty for over a year before Dr. Kim purchased it. Mr. Kim stated he is working with two companies for the sale and/or lease of the building and has had no interest from retailers, but some interest from Transwestern, who has interest from medical offices. Mr. Kim stated from a landlord perspective, he believes the front of the building would have to be rebuilt or at least the facing would have to be to entice retail.

Mayor Newton thanked Mr. Kim and stated he appreciates the challenge of ownership, but this location is going to be a prime retail location, and it was known the stipulations for retail upon change in ownership were required.

Councilmember Wheat stated she too understands how difficult this is, as long term, it is very appealing to think of it being retail, but currently there is not a lot of retail in this spot, but we see the vision.

Mayor Pro Tem Lindamood stated the City would assist the lease managers by sharing marketing materials, renderings, and sharing the vision.

Councilmember Dodson asked Mr. Kim if he would have any concern if the City Council authorized the medical use, but also kept the opportunity for retail. Mr. Kim stated he had no intent to remove the retail tax receipt section, he wanted to see if it would be possible to maintain the continued medical office or office use, but he does understand the City's needs.

Mayor Newton opened the public hearing at 8:31 p.m. There was no one wishing to speak and the public hearing was closed at 8:31 p.m.

This was a first reading therefore; City Council did not take action.

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

7a Ordinance O-21-2152

Consideration of a Special Use Permit for a Massage Therapy use on Lot 1R1, Block 1, Foster Addition, located at 5200 Colleyville Boulevard, Suite C, Case ZC20-030

Mayor Newton stated the applicant has withdrawn the request and directed the City Secretary to remove this item from the agenda.

8. RESOLUTION(S): READING AND PUBLIC HEARING

8a Resolution R-21-4584

Consideration of a replat for Lot 1R1, Block 1 and Lot 2AR2, Block 3, Wescoat Place, being Lot 1R, Block 1 & Lots 2AR1 and 6A, Block 3, Wescoat Place, located at 6200 & 6104 Bransford Road and 6108 LD Lockett Road, Case PC20-010

Mayor Newton read Resolution R-21-4584 in its entirety.

Community Development Director Ben Bryner presented this item stating there are three properties zoned R-30 and R-40 Single Family Residential districts. The applicant seeks to adjust the lot lines between the properties and plat the

properties into two single-family residential lots and there are no new lots proposed.

Councilmember Dodson stated he would hate to see the property split in the future.

There were no questions and Mayor Newton opened the public hearing at 8:39 p.m. There was no one present wishing to speak and the public hearing was closed at 8:39 p.m.

Councilmember Kelley made a motion to approve Resolution R-21-4584, seconded by Councilmember Wheat.

The motion to approve passed by the following vote:

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

8b Resolution R-21-4585

Consideration of a Replat for Lots 10R and 11, Block 2, Oak Knoll North, being Lot 10, Block 2, Oak Knoll North and Tract 3K, Abstract 1038, Hall Medlin Survey, located at 7313 and 7309 Jo Will Street, Case PC20-014

Mayor Newton read Resolution R-21-4585 in its entirety.

Community Development Director Ben Bryner presented this item explaining it is a request to adjust the shared lot between two properties and the plat the properties into two single-family residential lots.

Mayor Newton stated he was told the same individual owns both lots and needs the extra space to satisfy the side yard setback for a planned project. He stated this is a simple boundary move.

There was general discussion regarding setbacks, surrounding lots, and the buildings on the lot.

Mayor Newton opened the public hearing at 8:45 p.m. There was no one present wishing to speak and the public hearing was closed at 8:45 p.m.

Councilmember Dodson made a motion to approve Resolution R-21-4585, seconded by Councilmember Rigney.

The motion to approve passed by the following vote:

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

9. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North, spoke regarding her concerns with the COVID vaccine and thanked the City Council for their work.

10. REPORTS

Planning and Zoning Commission Minutes - December 14, 2020

There was no discussion of this item.

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 2, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4586

This resolution was not needed.

12. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 8:50 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF FEBRUARY 2021.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Special Meeting Minutes - Draft

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

Thursday, February 25, 2021

Mayor Richard Newton called the Colleyville City Council Special Meeting to order on Thursday, February 25, 2021, at 2:01 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Development Director Ben Bryner, Communications Specialist Ronni Orr, Assistant City Secretary Angela Larson, *City Attorney Whitt Wyatt, and City Secretary Christine Loven. * = Present virtually

1. RESOLUTION(S) READING AND PUBLIC HEARING

1a RESOLUTION R-21-4590

A resolution continuing the Emergency Declaration of Disaster issued by Mayor Richard Newton on February 18, 2021

Mayor Newton read Resolution R-21-4590 in its entirety.

Mayor Newton explained he issued a Declaration of Disaster on February 18, 2021, due to the winter storm which began on February 12, 2021, to provide an avenue for additional assistance to be available to the citizens and City of Colleyville. This resolution will allow the declaration to continue until cancelled or expired. Mayor Newton stated the City incurred losses at the three fire stations and the Colleyville Center.

Councilmember Nakamura asked if the information on other possible assistance programs was available on the City's website. Assistant City Manager Mark Wood stated the information has been sent out via Facebook and information for the website is being finalized.

Mayor Pro Tem Lindamood noted he understands many residents are stressed worrying about receiving a high utility bill and advised them to contact the company and arrange to pay over time.

Councilmember Dodson reminded everyone Colleyville is not under a boil order, the water is safe, and everyone can return to normal usage. Mayor Newton explained the City's water provider had lost a pump station but did recover, and noted water usage has been high because everyone kept faucets dripping.

Councilmember Kelley stated he wanted to emphasize how many staff members worked throughout the entire time, how he saw businesses being generous and providing for citizens at the warming station and staff, and how everyone worked together and some departments ran 24-hour shifts.

Councilmember Rigney stated she received a lot of positive feedback and noted blood banks are in need.

Mayor Newton stated City services never closed, and the City has a plan in place to eliminate February from the sewer rate calculation, adjust water bills for those that had high water use due to pipe breaks, and eliminate permit fees for home repairs.

Councilmember Kelley stated he is impressed with City staff having the foresight to apply for grants which allowed for a backup generator and having a response plan in place.

Mayor Newton opened the public hearing at 2:14 p.m.

Amyn Gilani, 603 Green Meadow N., stated he felt the City did a great job responding to the event. He asked if a damage assessment has been conducted and if the City was prepared for human created disaster such as cyber hacking.

Mayor Newton stated there was damage to three fire stations and Colleyville Center, however, an overall assessment has not been completed. City Manager Jerry Ducay added the City will file an insurance claim, but may also seek assistance from FEMA.

Regarding cyber security, Mayor Pro Tem Lindamood stated the City takes this very seriously and Chris Pena, Information Services Manager, has stringent security in place. Mayor Newton stated he has an IT background as does Councilmember Dodson and the City's IT department is following normal cyber security procedures.

Sayed Syed, 6705 Sapphire Circle N., thanked the City for having the doors open for everyone and thanked Councilmember Kelley for the assistance he provided her and her family.

Mayor Newton closed the public hearing at 2:25 p.m.

Mayor Newton stated he and the staff are having a lot of communication with ONCOR officials, and he feels they are engaged and we are able to offer input.

Councilmember Rigney made a motion to approve Resolution R-21-4590, seconded by Councilmember Kelley.

The motion to approve passed with the following vote:

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

Nays – 0

2. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 2:28 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 2ND DAY OF MARCH 2021.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3c

Agenda Date 3/2/2021

Number Resolution R-21-4588

Type Resolution

Department Community Development

Title

Approval to enter into a License and Services Agreement with Tyler Technologies Inc. for the EnerGov permitting software project, in an amount not to exceed \$290,910, and a contingency amount not to exceed \$29,091, and authorizing the City Manager to execute the agreement

Strategic Plan

2.3 Effectively leverage information technology

Explanation

Reading and Public Hearing

This item for consideration is a License and Services Agreement with Tyler Technologies, for Permitting Software (EnerGov), in an amount not to exceed \$290,910, and a contingency amount not to exceed \$29,091.

The City's current planning, permitting, and inspection software, CRW TRAKiT, was originally purchased in May 2008. This software is utilized by Community Development, Public Works, Police, and Fire departments. During the past several years CRW TRAKiT has been purchased by several different companies, currently owned by Central Square Technologies, resulting in a decline in reliability and customer service. With the knowledge the City's existing software would need to be replaced in the near future, the fiscal year 2021 Capital Improvement Program includes \$120,000 and from TIF Funds of \$180,000 for the acquisition of new software.

A task force comprised of employees representing the daily users of the software (representing 8 departments) was formed to develop, evaluate, and recommend a new software provider. A formal Request for Proposals (RFP) that grouped together all the basic requirements as well as significant features staff felt were necessary to improve city-wide efficiencies, provided a required interface between the financial and permitting elements of the software, and provided the highest capability to our citizens and contractors when utilizing the online permit portal was issued on October 9, 2020. The City received 4 submittals on November 6, 2020.

Public notification of the RFP was advertised in the Fort Worth Star-Telegram on October 9, 16, 23, and 30, 2020. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD,

CDC, and Bid Clerk. Additionally, staff directly notified a list of local software providers who may be interested in the RFP opportunity. The project had 24 plan holders.

The task force evaluated each submittal and selected the following companies to participate in formal detailed demonstrations: Tyler Technologies/EnerGov, CityView, and New Edge Services. Of each of the companies, staff has determined Tyler Technologies/EnerGov software meets the required elements of the RFP criteria. The total cost of the EnerGov planning, permitting, and inspection software for acquisition, data conversion, training, and associated hardware is estimated to be \$290,910.00.

Financial Impact

Funding is available in the Capital Improvement Program and from TIF funds. The project is for an amount not to exceed \$290,910 and a contingency amount not to exceed \$29,091.

Recommendation

Approve

Attachments

1. Permit Software Presentation
2. Colleyville, TX Professional Services Agreement 01.22.2021
3. 1295 Letter of Exclusion-Colleyville TX 2-4-21

3b. Tyler/EnerGov Permitting Software



- Approval to enter into a License and Services Agreement with Tyler Technologies Inc. for the EnerGov permitting software project
- CIP budget amount: \$120,000
- TIF Funds: \$180,000
- Project Cost: \$290,091
- Contingency: \$29,091

Tyler Headquarters: Plano, TX

- Nationwide offices:
Texas: Plano (Corporate HQ), Lubbock, College Station
Other locations: Atlanta GA, Denver CO, Renton WA, Yarmouth ME, Phoenix AZ, Detroit MI
- 2019 Revenues: \$1B



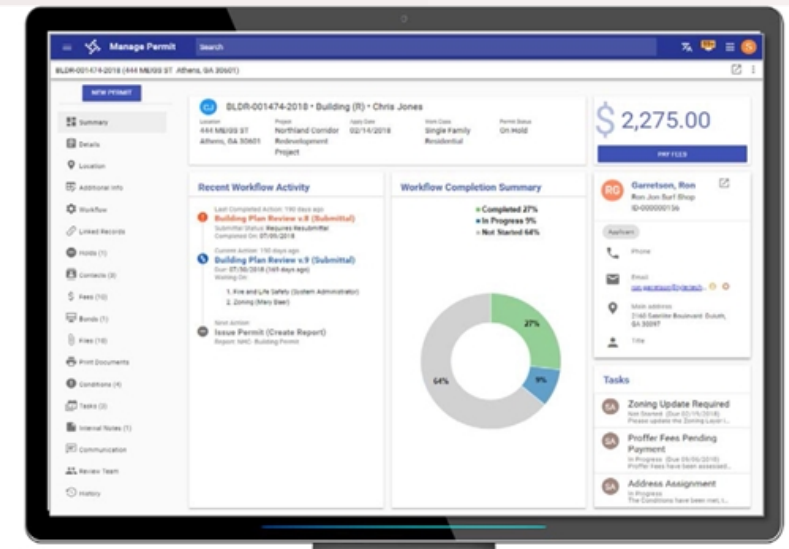
Plano, TX Headquarters



Lubbock, TX Office

EnerGov User Interface

Clean
Intuitive
Role-Based



3b. Tyler/EnerGov Permitting Software



Simplicity of use

When compared to other systems, there are much fewer drop-down menus necessary for data retrieval and overall less clicking for performance

Embedded reports

Reports are embedded on the screens eliminating the need to enter the reports menu and creating data tables

Public portal

The public access is user-friendly as the system prompts will assist our customers with navigating the site

System functionality

The use of superior graphics and data configuration allows provides streamlined performance for users which saves time and reduces errors

Regional use by other municipalities

There are over a dozen regional cities that have selected Energov in the past decade which indicates the system has been successfully vetted

Integration with Finance

The use of a Tyler Technologies product allows for immediate intergrading for financials which eliminates paper reports and manual calculations performed daily

Regional headquarters in Plano

While proximity is not especially important, there can be advantages to having customer support in-person available that is less than one hour away

Tyler Headquarters: Plano, TX

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Other locations: Atlanta GA, Denver CO, Renton WA, Yarmouth ME, Phoenix AZ, Detroit MI

- 2019 Revenues: \$1B



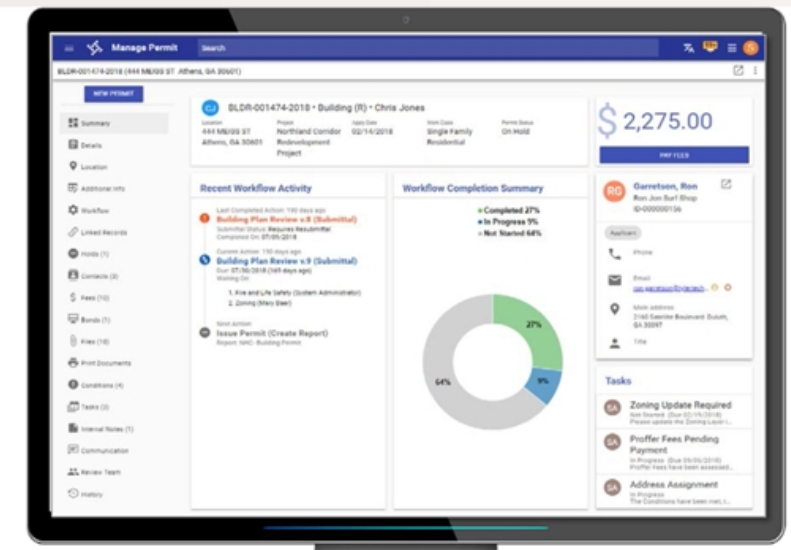
Plano, TX Headquarters



Lubbock, TX Office

EnerGov User Interface

Clean
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Role-Based



3b. Tyler/EnerGov Permitting Software



- Tyler Technologies/EnerGov
- CityView
- New Edge/CityWorks
- Timmons Group/CityWorks

Permitting Software Costs				
	<i>Tyler (EnerGov)</i>	<i>CityView</i>	<i>NewEdge (CityWorks)</i>	<i>Timmons Group (CityWorks)</i>
Software Cost	\$236,050	\$350,804	\$289,600	\$320,555
Yearly Maintenance & Basic Program Assist- year 1*	\$54,860	\$42,216	\$30,000	\$22,500
Yearly Maintenance & Basic Program Assist- year 2*	\$57,603	\$44,419	\$49,250	\$37,500
Yearly Maintenance & Basic Program Assist- year 3*	\$60,483	\$46,196	\$64,250	\$45,000
Total	\$ 290,910	\$ 393,020	\$ 319,600	\$ 343,055

*Basic Program Assist is offered through Tyler (EnerGov) and it gives a dedicated faster technical support

Tyler Headquarters: Plano, TX

- Nationwide offices:
Texas: Plano (Corporate HQ), Lubbock, College Station
Other locations: Atlanta GA, Denver CO, Renton WA, Yarmouth ME, Phoenix AZ, Detroit MI
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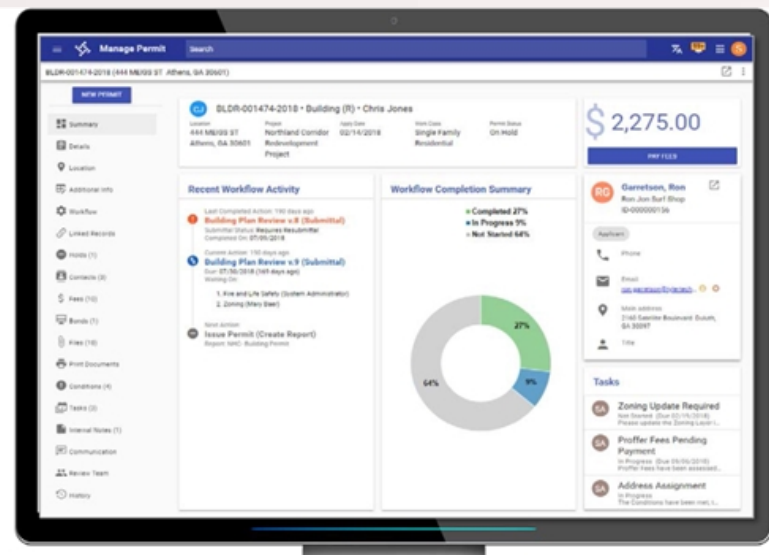
Plano, TX Headquarters



Lubbock, TX Office

EnerGov User Interface

Clean
Intuitive
Role-Based





LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Colleyville, Texas.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Named Users”** means the number of named users that are authorized to use the EnerGov labeled modules. The Defined Named Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our

professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. With respect to the “Energygov” labeled modules, such use shall be limited to the number of Defined Named Users, as defined herein. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth in Exhibit D, Schedule 1.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the

scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not

warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General

Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your

project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms: MyGovPay/VirtualPay and IVR Terms
Exhibit E	Statement of Work
Exhibit F	Hosting Services Terms
Exhibit G	Disaster Recovery Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Colleyville, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Colleyville
100 Main Street
Colleyville, TX 76034

Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Craig Dixon
 Quote Expiration: 4/7/2021
 Quote Name: City of Colleyville-EG-CD
 Quote Number: 2020-117693
 Quote Description: Tyler EnerGov CD-BM proposal, Colleyville, On Prem

Sales Quotation For

City of Colleyville
 100 Main St
 Colleyville, TX 76034-2916
 Phone +1 (817) 577-7575

SaaS

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Additional:					
EnerGov Advanced Automation Bundle	1	\$7,439.00	24	\$3,912.00	\$0.00
Sub-Total:		\$7,439.00		\$3,912.00	\$0.00
Less Discount:		\$744.00		\$0.00	\$0.00
TOTAL:		\$6,695.00	24	\$3,912.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGov Assist Basic	\$0.00	0	\$0.00	\$0.00	\$0.00	\$20,000.00
EnerGov Business Management Suite (2)	\$4,200.00	148	\$24,124.00	\$8,225.00	\$36,549.00	\$840.00
EnerGov Citizen Self Service - Business Management	\$2,703.00	16	\$2,608.00	\$0.00	\$5,311.00	\$541.00
EnerGov Citizen Self Service - Community Development	\$10,814.00	32	\$5,216.00	\$0.00	\$16,030.00	\$2,163.00
EnerGov Community Development Suite (32)	\$67,200.00	248	\$40,424.00	\$10,575.00	\$118,199.00	\$13,440.00
EnerGov Core Foundation Bundle	\$4,000.00	16	\$2,608.00	\$0.00	\$6,608.00	\$800.00
EnerGov e-Reviews	\$17,549.00	80	\$13,040.00	\$0.00	\$30,589.00	\$3,510.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
EnerGov iG Workforce Apps	\$700.00	16	\$2,608.00	\$0.00	\$3,308.00	\$140.00
EnerGov Request & Enforcement Management API Toolkit	\$3,719.00	8	\$1,304.00	\$0.00	\$5,023.00	\$744.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$5,929.00
Sub-Total:	\$110,885.00		\$91,932.00	\$18,800.00	\$221,617.00	\$48,107.00
<i>Less Discount:</i>	<i>\$21,806.00</i>		<i>\$0.00</i>	<i>\$9,401.00</i>	<i>\$31,207.00</i>	<i>\$1,482.00</i>
TOTAL:	\$89,079.00	564	\$91,932.00	\$9,399.00	\$190,410.00	\$46,625.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	1	\$3,825.00	\$0.00	\$3,825.00
EnerGov Community Development Forms Library (5 Forms)	1	\$3,825.00	\$0.00	\$3,825.00
Tyler Content Manager Services	24	\$163.00	\$0.00	\$3,912.00
Project Management	72	\$163.00	\$0.00	\$11,736.00
TOTAL:				\$23,298.00

EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
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Core Software:

EnerGov Code Enforcement	\$2,100.00	3	\$6,300.00	\$1,260.00
EnerGov Mobile Code Enforcement	\$700.00	2	\$1,400.00	\$280.00
Sub-Total:			\$7,700.00	\$1,540.00
<i>Less Discount:</i>			<i>\$2,310.00</i>	<i>\$0.00</i>
TOTAL:			\$5,390.00	\$1,540.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Code Enforcement Services	80	\$163.00	\$13,040.00	\$0.00
TOTAL:			\$13,040.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$94,469.00	\$48,165.00
Total SaaS	\$0.00	\$6,695.00
Total Tyler Services	\$141,581.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$236,050.00	\$54,860.00
Contract Total	\$290,910.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management - Conversion	\$8,225.00	\$4,113.00	\$4,112.00
EnerGov Community Development - Conversion	\$10,575.00	\$5,288.00	\$5,287.00
TOTAL:			\$9,399.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Additional:						
EnerGov Assist Basic	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00
EnerGov Business Management Suite (2)	\$4,200.00	\$840.00	\$3,360.00	\$840.00	\$0.00	\$840.00
EnerGov Citizen Self Service - Business Management	\$2,703.00	\$541.00	\$2,162.00	\$541.00	\$0.00	\$541.00
EnerGov Citizen Self Service - Community Development	\$10,814.00	\$2,163.00	\$8,651.00	\$2,163.00	\$0.00	\$2,163.00
EnerGov Community Development Suite (32)	\$67,200.00	\$13,440.00	\$53,760.00	\$13,440.00	\$0.00	\$13,440.00
EnerGov Core Foundation Bundle	\$4,000.00	\$800.00	\$3,200.00	\$800.00	\$0.00	\$800.00
EnerGov e-Reviews	\$17,549.00	\$3,510.00	\$14,039.00	\$3,510.00	\$0.00	\$3,510.00
EnerGov iG Workforce Apps	\$700.00	\$140.00	\$560.00	\$140.00	\$0.00	\$140.00
EnerGov Request & Enforcement Management API Toolkit	\$3,719.00	\$372.00	\$3,347.00	\$744.00	\$0.00	\$744.00
Tyler Disaster Recovery Service	\$0.00	\$0.00	\$0.00	\$5,929.00	\$1,482.00	\$4,447.00
TOTAL:	\$110,885.00	\$21,806.00	\$89,079.00	\$48,107.00	\$1,482.00	\$46,625.00

EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
EnerGov Code Enforcement	\$6,300.00	\$1,890.00	\$4,410.00	\$1,260.00	\$0.00	\$1,260.00

EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
EnerGov Mobile Code Enforcement	\$1,400.00	\$420.00	\$980.00	\$280.00	\$0.00	\$280.00
TOTAL:	\$7,700.00	\$2,310.00	\$5,390.00	\$1,540.00	\$0.00	\$1,540.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services

Comments

depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Tyler Disaster Recovery Services is calculated at 25% of annual maintenance. The quoted value is in addition to your current Disaster Services and will be subject to an annual increase at our then current pricing.

EnerGov Business Management: Tyler leads and owns the configuration of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the configuration of 4 unique business transactions, 4 template business transactions, 2 geo-rules and 2 automation

Comments

events. Configuration elements beyond this will be owned by the client.

Billing for EnerGov Assist and Tyler Disaster Recovery to begin upon go-live or 15 months from contract execution, whichever occurs first.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.
- 1.3 *Hosting/SaaS Fees.* Hosting/SaaS Fees are invoiced annually in advance, beginning on the Effective Date. Subsequent annual Hosting Fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into

Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of our then-current Disaster Recovery Agreement and will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Our current Disaster Recovery Agreement is attached to this Agreement as Exhibit G.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C as Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms:
MyGovPay/VirtualPay and IVR Terms

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees**EnerGov's MyGovPay (Online / card-not-present payments)****

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

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City of Colleyville

SOW from Tyler Technologies, Inc.

12/8/2020

Presented to:
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by Colleyville and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

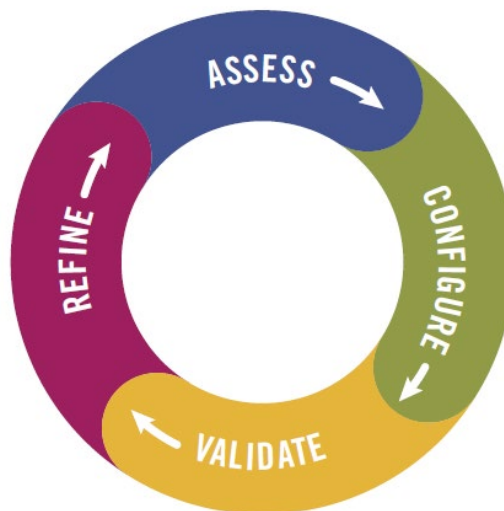
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Colleyville and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Colleyville and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Colleyville's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

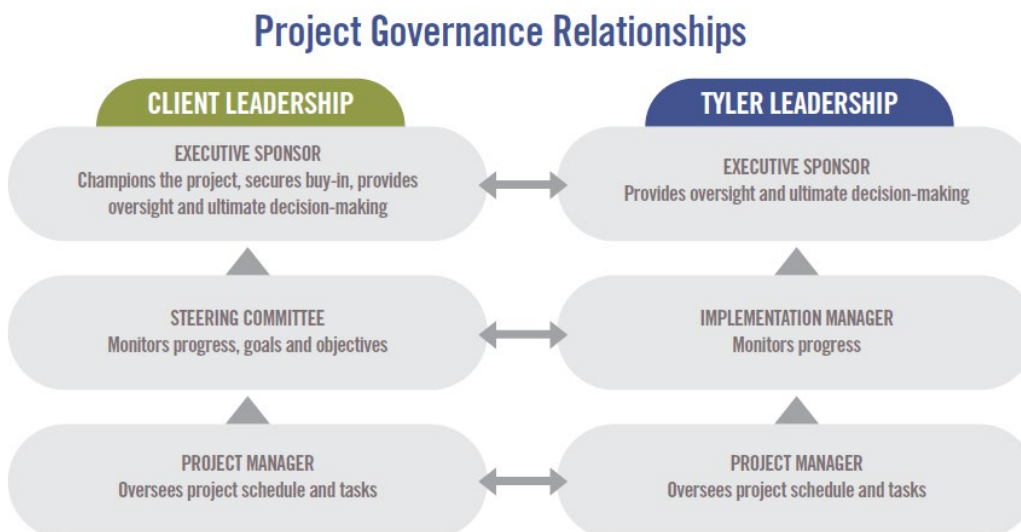
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

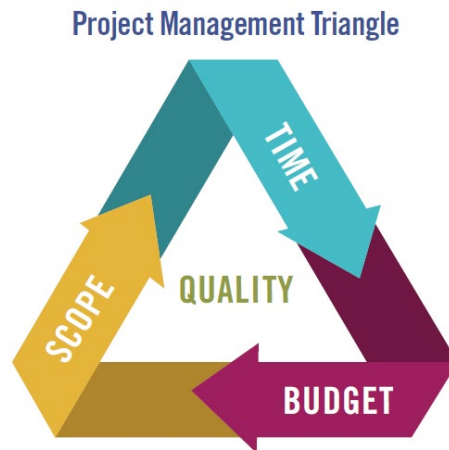
The chart below illustrates an overall team perspective where Tyler and Colleyville collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Colleyville Steering Committee become the escalation points to triage responses prior to escalation to Colleyville and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Colleyville and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

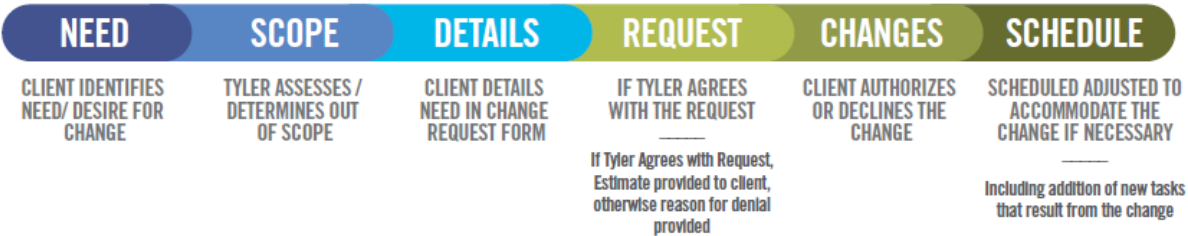
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Colleyville; for example, Colleyville may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Colleyville, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Colleyville will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Colleyville). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Colleyville office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Colleyville will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Colleyville project manager will strive to gain deliverable and decision approvals from all authorized Colleyville representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Colleyville department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Colleyville shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Colleyville does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Colleyville does not agree the particular Deliverable or Control Point meets requirements, the Colleyville shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Colleyville shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Colleyville does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Colleyville and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Colleyville, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Colleyville 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Colleyville 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Colleyville management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Colleyville project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Colleyville project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Colleyville and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Colleyville any items that may impact the outcomes of the Project.
- Collaborates with Colleyville 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Colleyville 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Colleyville and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Colleyville through software validation process following configuration.
- Assists during Go-Live process and provides support until Colleyville transitions to Client Services.
- Facilitates training sessions and discussions with Colleyville and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).

- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

5.2 Colleyville Roles & Responsibilities

Colleyville resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Colleyville Executive Sponsor

The Colleyville executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Colleyville steering committee, project manager(s), and functional leads to make critical business decisions for Colleyville.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Colleyville Steering Committee

The Colleyville steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Colleyville project manager and Project as a whole through participation in regular internal meetings. The Colleyville steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Colleyville steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule

- Project Goals
- Colleyville Policies
- Needs of other client projects

5.2.3 Colleyville Project Manager

Colleyville shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Colleyville Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Colleyville project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Colleyville project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Colleyville and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Colleyville staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.

- Identifies and coordinates all Colleyville resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Colleyville technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Colleyville Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Colleyville project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Colleyville resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Colleyville Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Colleyville business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Colleyville staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Colleyville End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Colleyville Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Colleyville third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Colleyville's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Colleyville GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Colleyville GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Colleyville Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.

- Becomes familiar with Tyler’s releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Colleyville’s software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Colleyville and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Colleyville Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

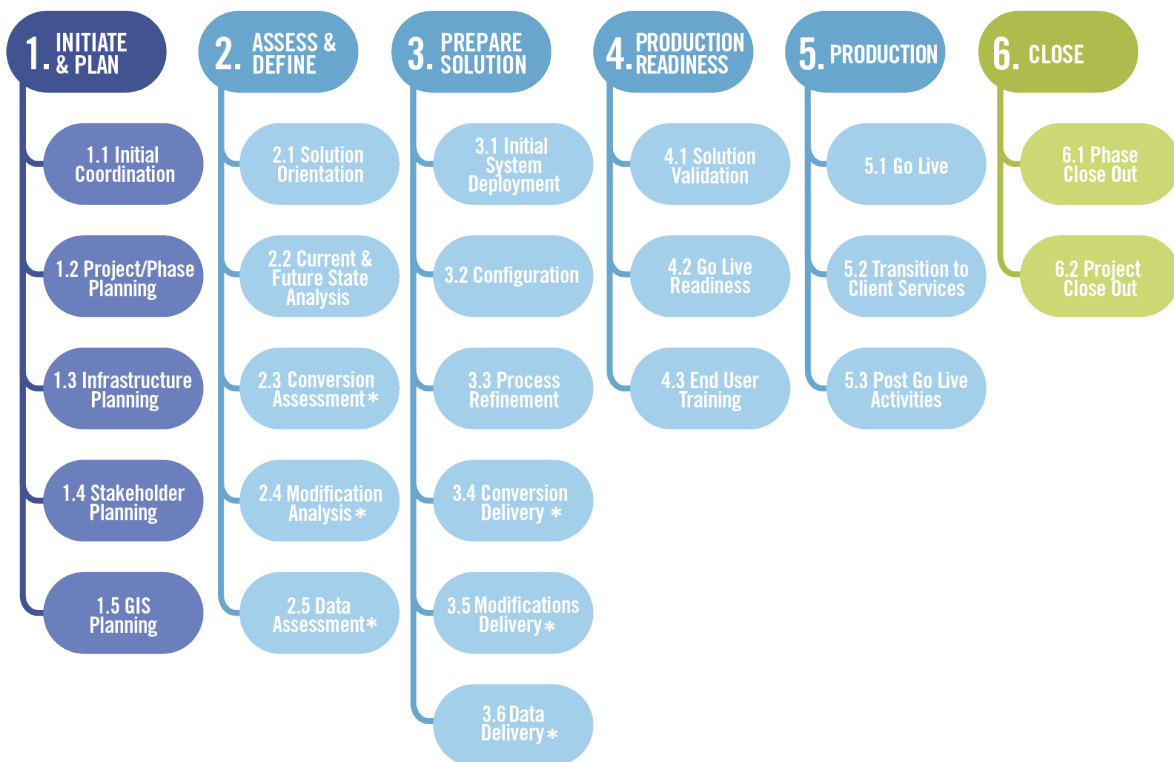
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Colleyville.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Colleyville with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Colleyville gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Colleyville's team. During this step, Tyler will work with Colleyville to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Colleyville		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R								I					
---	--	---	---	--	--	--	--	--	--	--	---	--	--	--	--	--

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Colleyville to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Colleyville Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Colleyville's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Colleyville Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Colleyville provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Colleyville has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is important for both on-premise and Tyler-hosted/SaaS deployment models; however, the responsibility to execute the tasks discussed here will differ depending on the model required for specific applications and suites (please see your Investment Summary for details). Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. In an On-premise deployment, Colleyville will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train Colleyville to install License Software. In both models, Colleyville is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Colleyville's infrastructure meets Tyler's application requirements.
- Ensure Colleyville's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability (where applicable)		A	R				C				I						
Schedule Hardware to be Available for Installation (where applicable)			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- Colleyville will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Colleyville Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Colleyville team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Colleyville offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Colleyville GIS data sources and formats.
- Tyler to understand Colleyville's GIS needs and practices.
- Ensure Colleyville's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Colleyville is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined

- Project portal made available to Colleyville
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Colleyville business processes. This information will be used to identify and define business processes utilized with Tyler software. Colleyville collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Colleyville team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Colleyville team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Colleyville for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Colleyville and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Colleyville will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
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Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Colleyville attendees possess sufficient knowledge and authority to make future state decisions.
- Colleyville is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I

Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I
-----------------------------------	--	--	---	---	---	--	--	--	--	--	---	---	---	---	--	--	---

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Colleyville representatives to identify business rules before writing the conversion.
- Colleyville subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- Colleyville's hardware is available and set up appropriately to meet Tyler's requirements.
- All licensed software is installed and operational.
- Colleyville is able to access the software.

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Prepare hosted environment (where applicable)			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Inputs	Hardware is Procured and Made Available to Tyler
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Colleyville devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- The Colleyville will provide network access for Tyler modules, printers, and Internet access to all applicable Colleyville and Tyler Project staff.

On-Premise (where applicable):

- The Colleyville has procured sufficient hardware by the agreed upon timeline.
- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the Colleyville does not meet minimum standards of Tyler's published specifications.
- The Colleyville has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Colleyville to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Colleyville collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Colleyville SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Colleyville is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Colleyville users on how to execute processes in the system to prepare them for the validation of the software. Colleyville collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Colleyville understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			A	R							I	I		I			
Refine configuration (Tyler Responsible)			I	C							A	R		C			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Colleyville)	

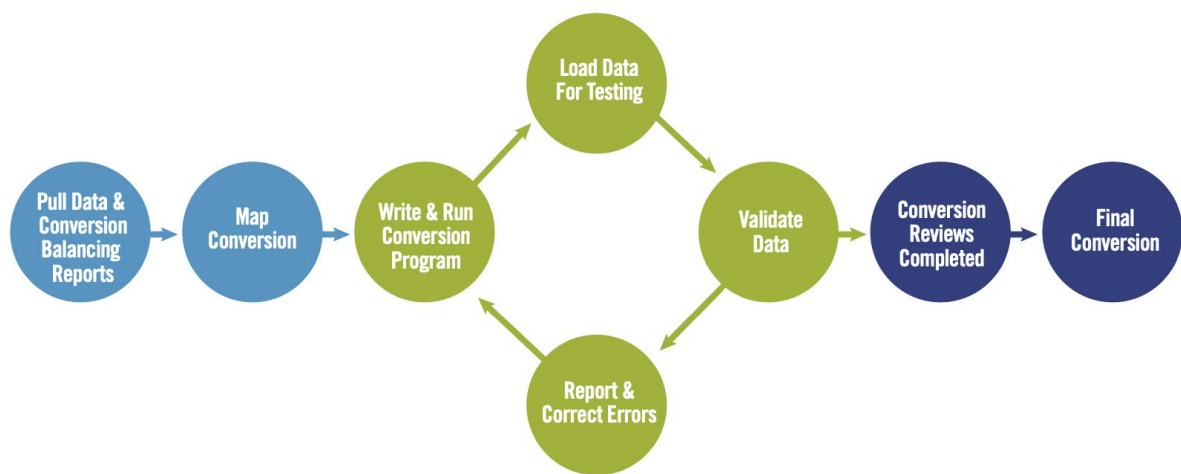
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Colleyville’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Colleyville will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Colleyville to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I	
															End Users
															Technical Leads

Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R			I			I						I
Iterations: Proof/Review data and reconcile to source system				C	C	C					A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The Colleyville will provide a single file layout per source system as identified in the investment summary.
- The Colleyville subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Colleyville project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.

- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Colleyville verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Colleyville organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Colleyville updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Colleyville will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Colleyville will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C

Final system infrastructure review (where applicable)			A				R				C						C
---	--	--	---	--	--	--	---	--	--	--	---	--	--	--	--	--	---

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Colleyville

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Colleyville is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			

End User training (Client-led)			C	C							A	R	I	C	C	C	
--------------------------------	--	--	---	---	--	--	--	--	--	--	---	---	---	---	---	---	--

Inputs	Training Plan																
	List of End Users and their Roles / Job Duties																
	Configured Tyler System																

Outputs / Deliverables											Acceptance Criteria [only] for Deliverables						
	End User Training										Colleyville signoff that training was delivered						

Work package assumptions:

- The Colleyville project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Colleyville as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Colleyville departments.
- Colleyville will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Colleyville will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Colleyville to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Colleyville and Tyler will complete work assigned to prepare for Go-Live.

Colleyville provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Colleyville manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Colleyville during Go-Live activities. Colleyville transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- Colleyville will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Colleyville Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Colleyville Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Colleyville teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Colleyville onto the Tyler Client Services team, who provides Colleyville with assistance following Go-Live, officially transitioning Colleyville to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Colleyville teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

- System is being used in a live production state.

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Colleyville transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Colleyville for systems implemented in the Phase.

- Agreement from Tyler and Colleyville teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						

Hold post phase review meeting		A	R	C	C	C	C					C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I									I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Colleyville may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Colleyville teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Colleyville and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Colleyville will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Colleyville Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Colleyville project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Colleyville is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Colleyville to make process changes.
- Colleyville is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Colleyville is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Colleyville resources will participate in scheduled activities as assigned in the Project Schedule.
- The Colleyville team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Colleyville will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.

- Colleyville will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Colleyville makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Colleyville will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Colleyville will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Colleyville is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Colleyville representatives to identify business rules before writing the conversion. Colleyville must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Colleyville Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Colleyville will provide dedicated space for Tyler staff to work with Colleyville resources for both on-site and remote sessions. If Phases overlap, Colleyville will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Colleyville will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

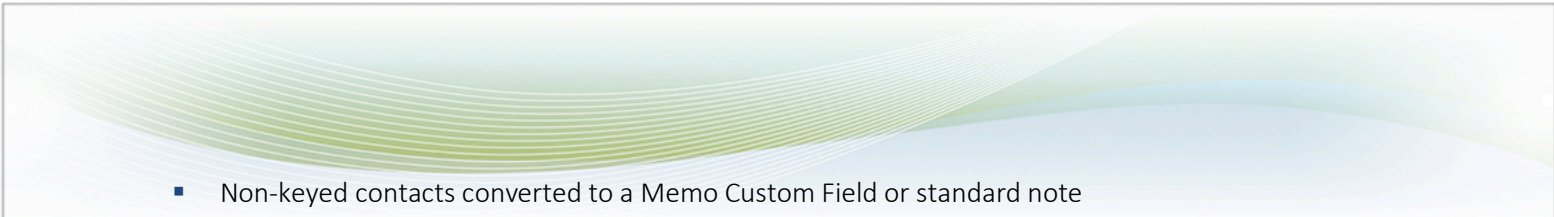
9.1 EnerGov Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Initialized Workflows
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts

- 
- Non-keyed contacts converted to a Memo Custom Field or standard note
 - Reviews and Approvals – Converted to Activity
 - Fees
 - Bonds and Escrow
 - Activities and Actions
 - Conditions
 - Notes
 - Holds
 - Initialized Workflows
 - Contractors
 - Business Types and NAICS Codes
 - Payment and Fee History
 - Code Case Master basic information
 - Code Requests
 - Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
 - Parcels and Addresses
 - Meetings and Hearings
 - Violations
 - Fees
 - Payments
 - Notes

10. Additional Appendices

10.1 EnerGov Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

10.1.4 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

10.1.5 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.6 “EnerGov SDK/API (Toolkits)”

- API’s developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

The standard timeline for the implementation of EnerGov is twelve months from kick-off to go-live.



Exhibit F Hosting Services

Tyler Hosting Services (also referred to as SaaS Services) for the Tyler Software will be provided subject to the following terms and conditions.

SECTION A – DEFINITIONS

- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Hosting Fees”** means the fees for the SaaS Services identified in the Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.

SECTION B – SAAS SERVICES APPLICABLE TO TYLER SOFTWARE

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Exhibit C of the Agreement. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(1). We will make any such software available to you for download.
2. Hosting Fees. You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth

in Exhibit B (Invoicing and Payment Policy) of the Agreement. The Hosting Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section I(1) of the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement.

3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. SaaS Services.

5.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

5.2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

5.3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we

declare, said declaration will not be unreasonably withheld.

- 5.4. In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 5.5. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 5.6. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 5.7. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 5.8. We provide secure Data transmission paths between each of your workstations and our servers.
- 5.9. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 5.10. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – SAAS TERM AND TERMINATION of SAAS SERVICES

1. Term. The term for Tyler SaaS Services will commence on the first day of the first month following the Effective Date and will remain in effect for one (1) year. Thereafter, the term will renew

automatically for additional one (1) year terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.

2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.



Exhibit F
Schedule 1
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit G

Disaster Recovery Agreement

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Service for the Tyler software products ("Tyler Software Products") licensed by Client from Tyler, subject to the terms and conditions of this Disaster Recovery Agreement ("DR Agreement") and the License and Services Agreement ("Agreement") under which Tyler has licensed Tyler Software Products to Client.

THEREFORE, Tyler and Client agree as follows:

1. Definitions:

- Agreement. The License and Services Agreement under which Tyler licenses Tyler Software to the Client.
- Business Days. Monday through Friday, excluding Holidays.
- Business Hours. 8 AM – 6 PM (EST) on Business Days.
- Critical Processes. Mutually defined in the Disaster Recovery Plan.
- Critical Users. Mutually defined in the Disaster Recovery Plan.
- Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force agreement Client has with Tyler (e.g., Tyler annual Maintenance and Support Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.
- Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this DR Agreement.
- Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).
- Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.
- Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.
- Recovery Time Objective ("RTO"). One (1) business day after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

2. **Term.** The initial term of this DR Agreement shall commence on receipt by Tyler of Client's data and shall terminate one (1) year thereafter ("Initial Term"). This DR Agreement shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. In the event the Support Agreement for Tyler Software Products is terminated, this DR Agreement shall also then terminate.
3. **Disaster Recovery Services.** Tyler shall provide the Disaster Recovery services ("DR Services") as described in this DR Agreement, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.
4. **Client Requirements.** In order for Tyler to provide DR Services pursuant this DR Agreement, Client shall:
 - a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
 - b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
 - c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
 - d) Permit installation of software required for provision of DR Services in accord with this DR Agreement as reasonably determined by Tyler;
 - e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services; and
 - f) Client shall not install or activate SQL TDE or similar database or file level encryption technologies on servers installed with Tyler Disaster Recovery software.
5. **Disaster** shall be declared by Client by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.
6. **Disaster Recovery.** Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
7. **Data.** Data Transfer shall be handled in accord with Exhibit 1 to this DR Agreement.
8. **Release Life Cycle.** Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.
9. **Payment & Price**
In consideration of the DR Services provided by Tyler herein, Client shall pay to Tyler a year one (1) fee as set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement). Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term. All payments due pursuant this DR Agreement are due within thirty (30) days from receipt of invoice.

10. Exclusions.

- a) Neither party shall be liable for delays in performing its obligations under this DR Agreement to the extent that the delay is caused by Force Majeure.
- b) Tyler's DR Services shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
- c) The fee paid for DR Services does not include, and Client is responsible for the costs associated with:
 - i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
 - ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.

11. License Terms. Client's use of the Tyler Software Products included in the DR Service remains subject to limitations on Client's use in the Agreement, including disclaimer of implied warranties.12. Notices. With the exception of a declaration of a Disaster, notices or communications required or permitted as a part of this DR Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- a) Actually received,
- b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- c) Upon receipt by sender of proof of email delivery, or
- d) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in the Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties for notices shall be as set forth in the Agreement.

13. This DR Agreement, along with the Agreement, represent the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this DR Agreement it did not rely on any information not explicitly set forth or referenced in this DR Agreement. Any changes to this DR Agreement by Tyler must be communicated at least sixty (60) days in advance and will take effect no earlier than the commencement of the renewal term following notice of the change, unless otherwise mutually agreed.

Exhibit 1

In addition to those services described elsewhere in this DR Agreement, DR Services are described in the following sections.

1 Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the DR Service are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the DR Services.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of DR Services is not available for Client's data retrieval or restoration not associated with the DR Services provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.

2 Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to this DR Agreement, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for DR Service.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive DR Services pursuant the DR Agreement.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR Services.
- Identify and agree on RTO where Client has more than 1TB of TDRS Protected Data.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3 DR Services during Disaster

- A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- B. Hosting Services During a Disaster.
 - i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
 - ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered under this DR Agreement.
 - iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.
- C. Processing Assistance During a Disaster includes, as necessary:
 - i. Print Output:
 - a. Payroll Checks
 - b. Retirement Checks
 - c. Accounts Payable Checks.
 - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.

- iii. Transfer of Automated Clearing House (“ACH”) Files to bank on Client’s behalf. Transfer may require pre-notification by Client to bank.
- D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

4 Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service:

- Scheduled by parties at least thirty (30) days in advance,
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful.

5 Estimated Schedule

The services provided pursuant the DR Agreement will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

6 Tyler’s Other Responsibilities

Project management services are provided as part of the DR Services. Tyler will designate a Project Manager who will be Tyler’s contact for all communications with Client and will have the authority to act on Tyler’s behalf in matters regarding this Statement of Work. Tyler’s project manager will perform the following tasks:

- Review Statement of Work with Client’s project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client’s project manager to resolve any necessary changes.

7 Client’s Other Responsibilities

Tyler’s performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client’s Project Manager who will be Client’s contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler’s Project Manager and Client’s organization.
- Administer project change control with Tyler’s project manager.
- Arrange reasonable access to Client’s data for project personnel, as reasonably required.
- Conduct any communication through Tyler’s Project Manager.

- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

8 Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Appendix A

Defined User Maximum.

The maximum number of named Client users available to use DR Services is 30.

Covered Applications.

All products licensed by the Client under the Agreement as of the Effective Date of the DR Agreement.

Product Specific Conditions.

None.

Feb 4, 2021

Jackie Reyff
City of Colleyville, TX

Dear Ms. Reyff,

Please allow this letter to confirm that Tyler Technologies, Inc., a publicly traded company, is no longer required by state law to provide a Form 1295 when contracting with governmental entities. The applicable legislation was amended in 2017 (excerpts copied below) to allow for several new exceptions to the 1295 requirement. Pursuant to subsection (c)(4) as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255), Tyler Technologies, a publicly traded company, is not required to provide a Form 1295.

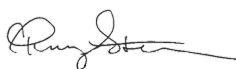
- (b) This section applies only to a contract of a governmental entity or state agency that:
- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
 - (2) has a value of at least \$1 million.
- (c) Notwithstanding Subsection (b), this section does not apply to:
- (1) a sponsored research contract of an institution of higher education;
 - (2) an interagency contract of a state agency or an institution of higher education; or
 - (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and
 - (B) any qualified vendor is eligible for the contract.

Text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255)
(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).

- (c) Notwithstanding Subsection (b), this section does not apply to:
- (1) a sponsored research contract of an institution of higher education;
 - (2) an interagency contract of a state agency or an institution of higher education;
 - (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is executed; and
 - (B) any qualified vendor is eligible for the contract;
 - (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
 - (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
 - (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Please do not hesitate to contact me with any questions regarding the foregoing.

Sincerely,



Tracey Stegemann
Contracts Specialist
tracey.stegemann@tylertech.com



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4a
Type Report
Department Finance

Agenda Date 3/2/2021

Number

Title

Monthly Financial Report - January 2021

Explanation

General Fund

Through January, the General Fund has collected 66% of its budgeted revenue and spent 37% of its budgeted expenditures. We've reached our highest revenue-earning month this fiscal year, with the majority of our property taxes hitting the General Fund. The Fund's surplus will decline steadily throughout the remainder of the fiscal year as we spend down that balance. Our surplus of \$7.5 million is significantly higher than the previous year, due mostly to a higher percentage of property taxes hitting this January than last.

Sales tax revenue.

Colleyville received its third collection of the fiscal year from December's sales, and it brought in a large, 9.5% increase over December of last year, yielding a total YTD increase of 8.9% over FY20. This increase continues to outpace more modest, single-digit increases that we would expect in a more typical year, indicating that the City is not quite finished with seeing larger than usual gains. Additionally, due to conservative budgeting we are still 12.8% ahead of where we projected to be at the start of the year.

Utility Fund

Through the fourth month of the fiscal year, the Utility Fund has collected 29% of its budgeted revenue and spent 25% of its budgeted expenditures. Our surplus of \$697,000 is weaker than we saw last year, due primarily to the city having met its revenue requirement to the Trinity River Authority and therefore not making payments in October and November of last year. Additionally, the City had one additional pay period in December of this year. Netting out the pass-through cost of water/sewer services from the T.R.A., which the City does not control, spending for the City's direct costs are tracking close to budget for this period.

Drainage Fund

To date, the Drainage Utility Fund has received 34% of its budgeted revenue and

spent 27% of its budgeted expenditures. This fund's cash flow is tracking lower than last year due primarily to increased payroll costs to date. To date, our surplus here is \$117,000, which is an expected increase from December's surplus. Drainage fee revenues tend to average at 1.2% higher than the previous fiscal year, although at this point we're seeing less than 0.5% growth for FY21, and 3% over our 5-year average.

Hotel Fund

The Hotel Fund began the year outperforming expectations due mostly to lower spending than anticipated for the first quarter. Half of this fund is dedicated to personnel costs, whereas the other half is dedicated to improvements, event supplies, and promoting the City via events, economic development, and direct advertising. Our revenue only comes in once each quarter, and typically amounts to around \$60,000 every payment. However, COVID appears to still be taking its toll on this industry, as our first quarter payment took a large hit. This leaves our overall fund balance at \$270,000 as of the end of January. Given the large balance here, the fund can take another lackluster year. However, staff will keep a close eye in case costs need to be reallocated.

Debt Service Fund

Similar to our General Fund's property tax collections, the Debt Service fund has received a substantial portion of its property taxes this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually. As of January's figures, the fund is running a surplus of around \$84,000. This surplus is lower than the one we experienced this time last year due a lease payment as well as our bond payment hitting a little earlier. The majority of the budget has been spent here as of January. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.

Attachments

1. January 2021 MFR
2. January 2021 - Monthly Financial Report Presentation

Monthly Financial Report - January 2021

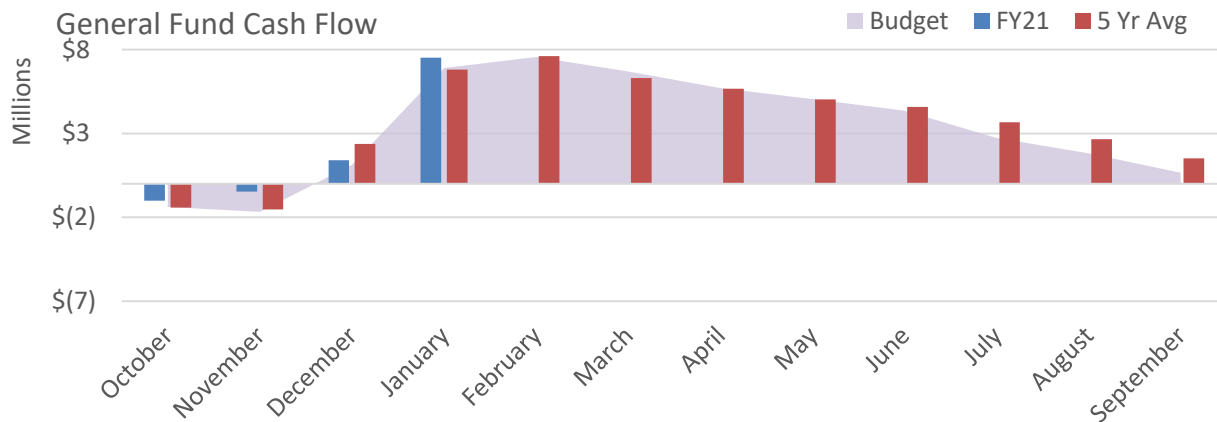
% of year Completed 33%

General Fund

% of Budget Spent 37%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 25,124,381	\$ 16,639,821	66%	\$ 14,960,653	61%
Expenditures	\$ 24,476,396	\$ 9,125,590	37%	\$ 9,139,312	38%
	\$ 647,985	\$ 7,514,231		\$ 5,821,341	

Through January, the General Fund has collected 66% of its budgeted revenue and spent 37% of its budgeted expenditures. We've reached our highest revenue-earning month this fiscal year, with the majority of our property taxes hitting the General Fund. The Fund's surplus will decline steadily throughout the remainder of the fiscal year as we spend down that balance. Our surplus of \$7.5 million is significantly higher than the previous year, due mostly to a higher percentage of property taxes hitting this January than last. Please see the typical cash balance trajectory below.



General Fund Highlights

Revenue (FY21/FY20)

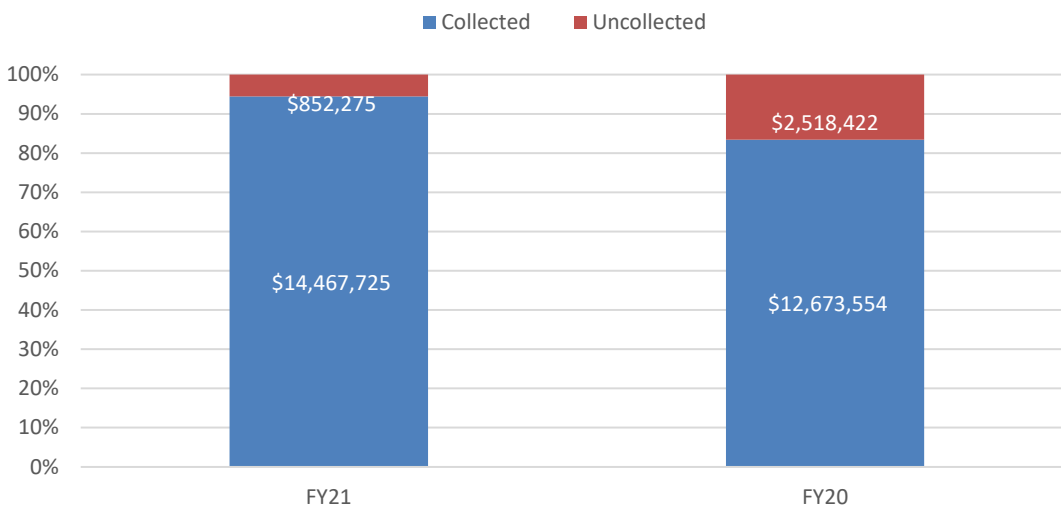
Property Tax	+ \$1,794k	Sales Tax	+ \$49k	Franchise Tax	-\$74k
Licenses	+ \$75k	Other Revenue	-\$164k	Total Rev	+ \$1,679k

Expenditures (FY21/FY20)

Personnel	-\$86k	Contractual	+ \$75k	Supplies	-\$26k
Capital	\$23k	Transfers	\$ 0k	Total Exp	-\$14k

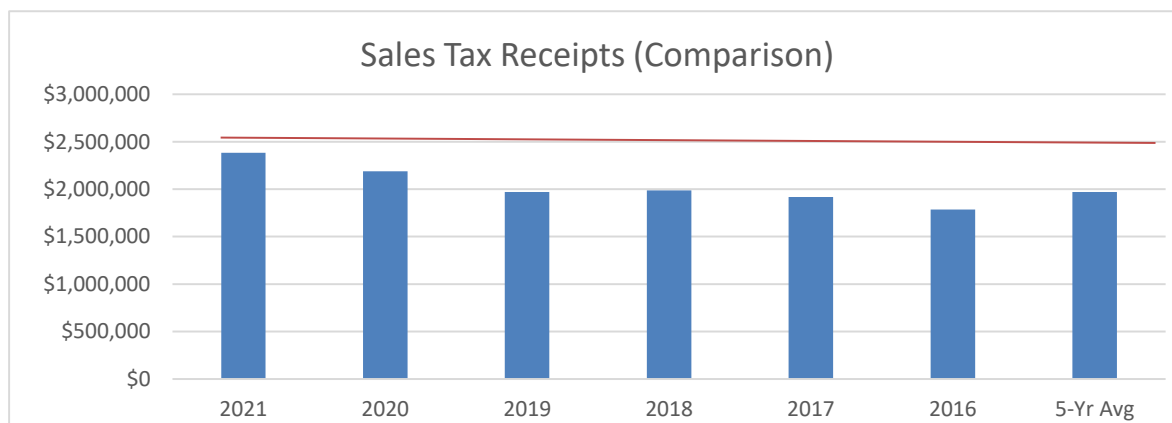
Monthly Financial Report - January 2021

Revenue Highlight: Property Tax



Colleyville anticipates receiving \$15.32m in General Fund property tax this year. This makes for a 1%, or \$130k, increase over actual FY20 property tax receipts. It should be noted that this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. These remainder of these receipts will hit our accounts through February.

Revenue Highlight: Sales Tax



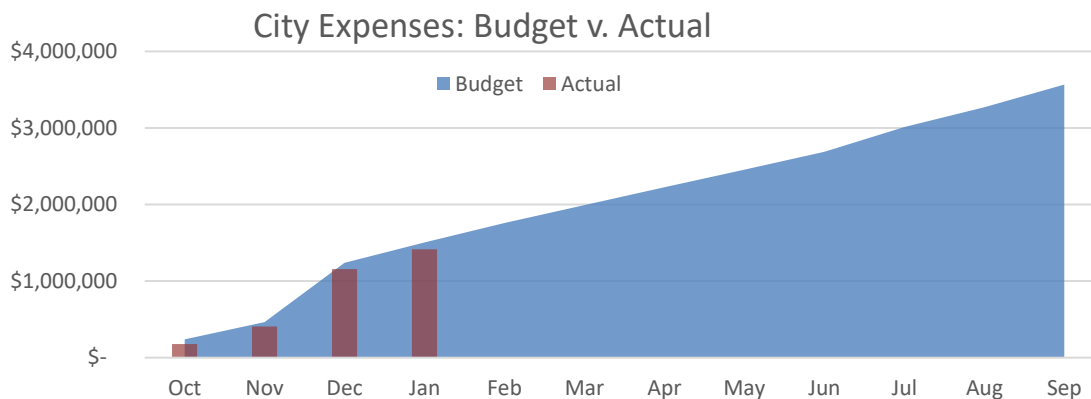
FY21/Budget	FY21/FY20
↑ 12.8%	↑ 8.9%

Colleyville received its third collection of the fiscal year from December's sales, and it brought in a large, 9.5% increase over December of last year, yielding a total YTD increase of 8.9% over FY20. This increase continues to outpace more modest, single-digit increases that we would expect in a more typical year, indicating that the City is not quite finished with seeing larger than usual gains. Additionally, due to conservative budgeting we are still 12.8% ahead of where we projected to be at the start of the year.

Monthly Financial Report - January 2021

		% of year Completed		33%	
Water/Sewer Utility Fund		% of Budget Spent		25%	
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 17,958,382	\$ 5,263,658	29%	\$ 5,106,942	29%
Expenditures	\$ 17,925,757	\$ 4,565,823	25%	\$ 3,442,602	20%
	\$ 32,625	\$ 697,835		\$ 1,664,340	

Through the fourth month of the fiscal year, the Utility Fund has collected 29% of its budgeted revenue and spent 25% of its budgeted expenditures. Our surplus of \$697,000 is weaker than we saw last year, due primarily to the city having met its revenue requirement to the Trinity River Authority and therefore not making payments in October and November of last year. Additionally, the City had one additional pay period in December of this year. Netting out the pass-through cost of water/sewer services from the T.R.A., which the City does not control, spending for the City's direct costs are tracking close to budget for this period.



Utility Operation Highlights

Avg Customer Count

FY21/FY20



0.6%

YTD Rainfall (Inches)

FY21/FY20

-3.4

Expenditures (FY21/FY20)

Mostly TRA costs ↓

Personnel	+ \$34k	Contractual	+ \$1,004	Supplies	+ \$5k
Capital	+ \$49k	Transfers	+ \$32k	Total Exp	+ \$1,123k

Colleyville's rate structure enables the City to more easily manage years of varying water consumption from year-to-year. The majority of the City's rate is comprised of a direct pass-through to TRA for water costs. Funding for the City's operational costs come from a fixed monthly charge to customers based on meter size. The goal of this fund is to break-even at the end of the year.

Monthly Financial Report - January 2021

% of year Completed

33%

Drainage Utility Fund

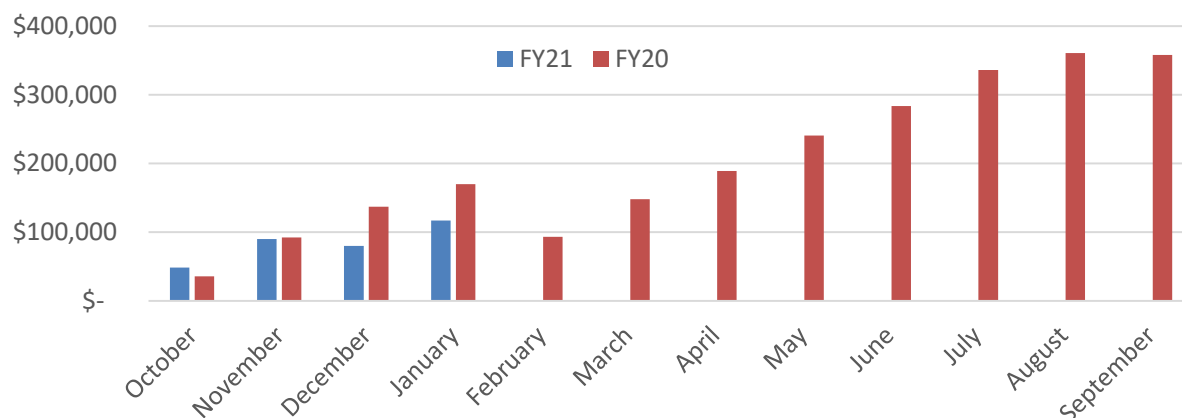
% of Budget Spent

27%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 978,508	\$ 336,270	34%	\$ 344,224	35%
Expenditures	\$ 810,202	\$ 219,098	27%	\$ 173,674	22%
	\$ 168,306	\$ 117,172		\$ 170,550	

To date, the Drainage Utility Fund has received 34% of its budgeted revenue and spent 27% of its budgeted expenditures. This fund's cash flow is tracking lower than last year due primarily to increased payroll costs to date. To date, our surplus here is \$117,000, which is an expected increase from December's surplus. Drainage fee revenues tend to average at 1.2% higher than the previous fiscal year, although at this point we're seeing less than 0.5% growth for FY21, and 3% over our 5-year average.

FY21 vs. FY20 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY21/FY20 0.4%

FY21/5-Yr Avg 3.0%

Expenditures (FY21/FY20)

Personnel	+ \$34k
Supplies	+ \$11k
Debt Service	-\$2k

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

Contractual	+ \$3k
Capital/Xfers	\$00k
Total Exp.	+ \$45k

Monthly Financial Report - January 2021

Hotel Tax Fund

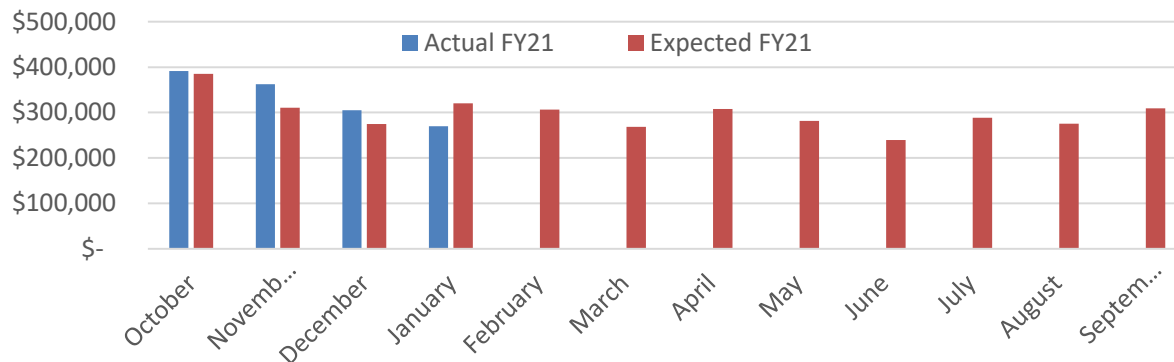
% of year Completed 33%

% of Budget Spent 44%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 237,500	\$ 15,933	7%	\$ 58,826	
Expenditures*	\$ 327,176	\$ 144,901	44%	\$ 10,646	
	\$ (89,676)	\$ (128,968)		\$ 48,180	

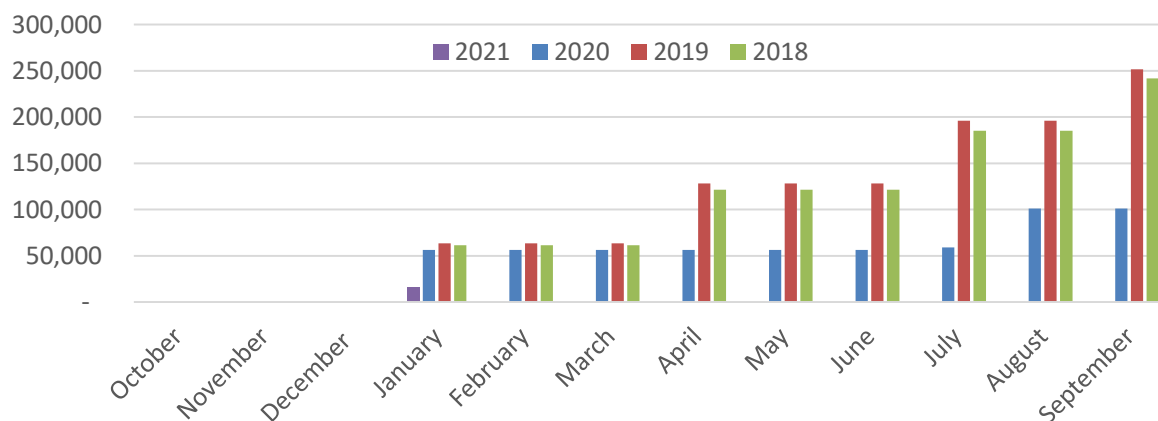
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Expected Fund Balance vs. Actual Fund Balance (by month)



Hotel Tax Performance

FY20 Revenue vs. History



Monthly Financial Report - January 2021

				% of year Completed	33%
Debt Service Fund				% of Budget Spent	81%
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 782,500	\$ 745,862	95%	\$ 719,153	51%
Expenditures*	\$ 819,423	\$ 661,708	81%	\$ 49,235	4%
	\$ (36,923)	\$ 84,154		\$ 669,918	

Similar to our General Fund's property tax collections, the Debt Service fund has received a substantial portion of its property taxes this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually. As of January's figures, the fund is running a surplus of around \$84,000. This surplus is lower than the one we experienced this time last year due to a lease payment as well as our bond payment hitting a little earlier. The majority of the budget has been spent here as of January. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.

*Please note that staff has planned to rely on \$37k of excess fund balance to pay for this year's costs.



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

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



Agenda Item - Items not for council action

Monthly Financial Report January 2021

City Council Meeting
March 2, 2021

General Fund

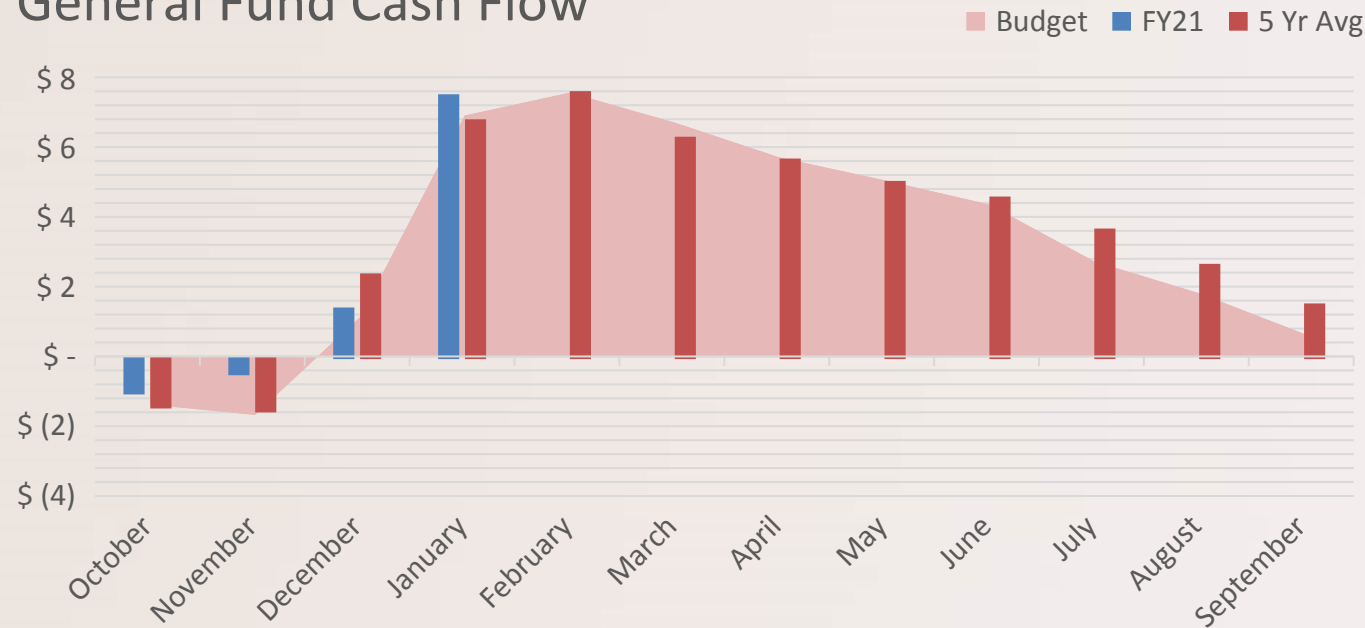


General Fund

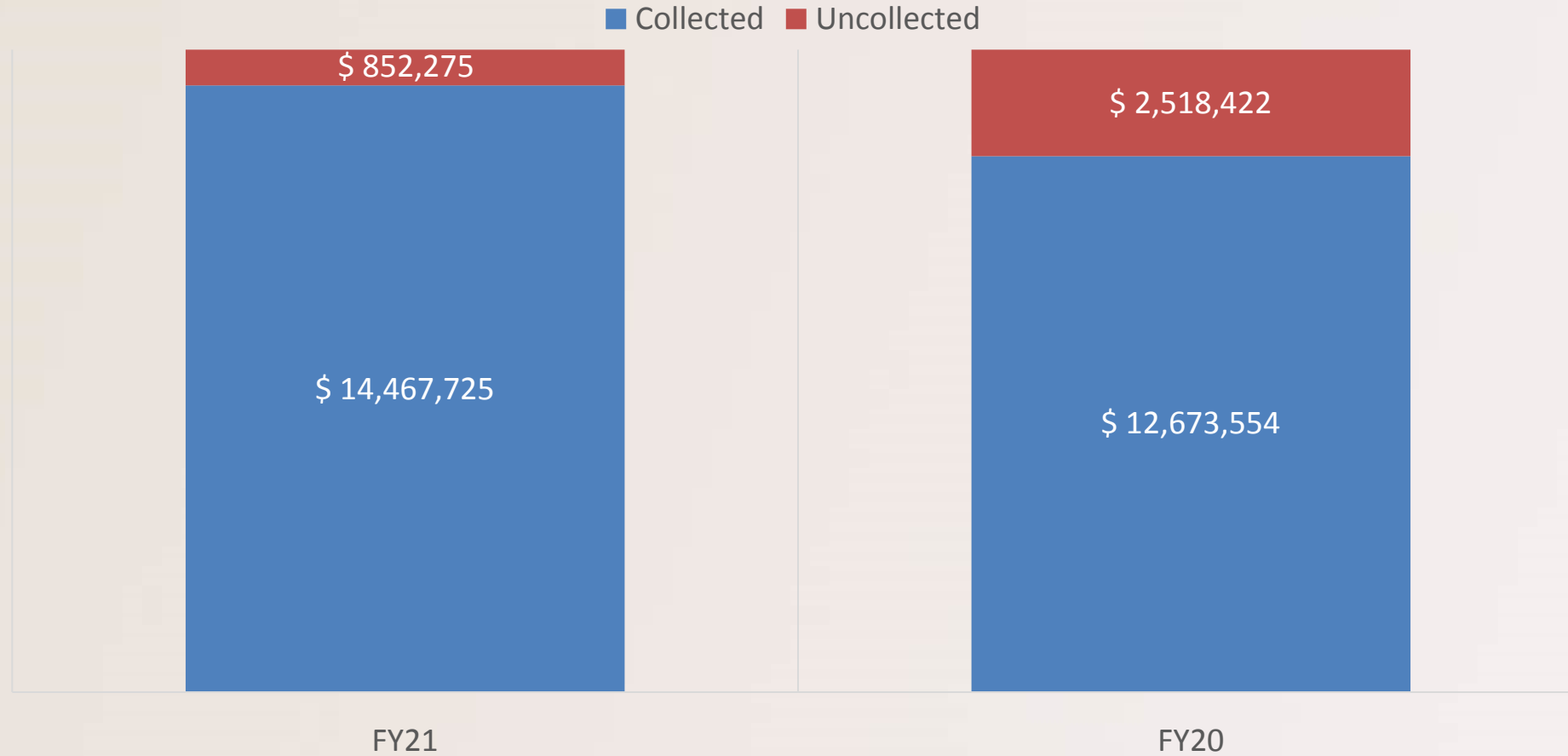
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Expenditures	\$	24,476,396	\$	9,125,590	37%	\$	9,139,312	38%
	\$	647,985	\$	7,514,231		\$	5,821,341	

*33% of the year is completed

General Fund Cash Flow



Property Tax Highlight

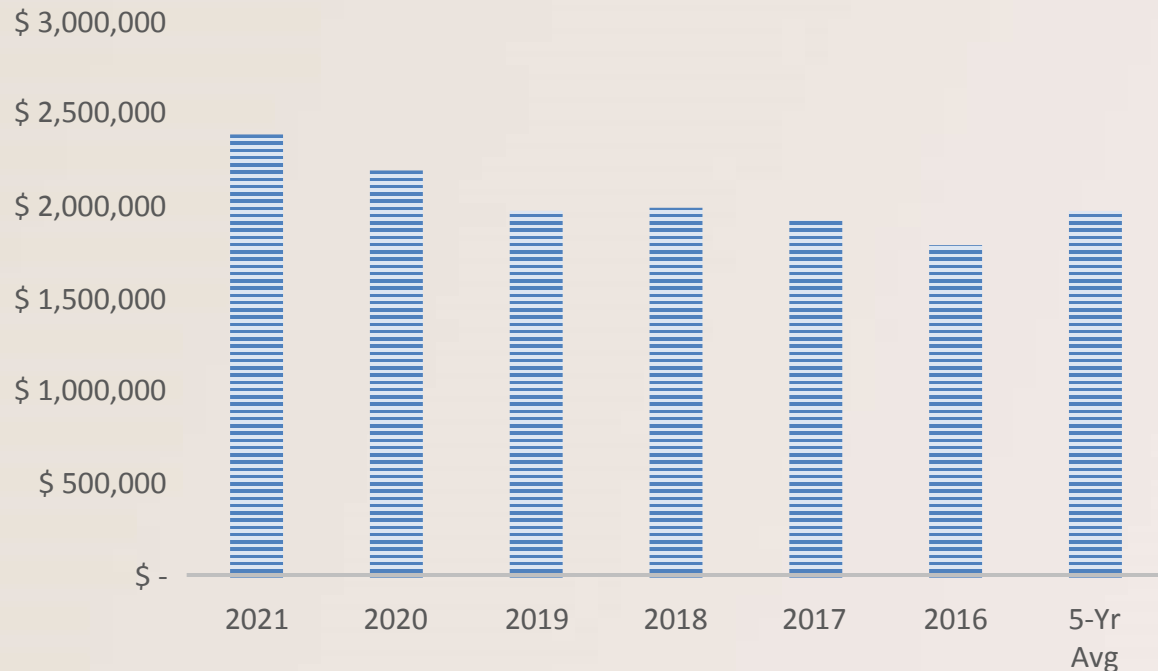


Sales Tax Highlight



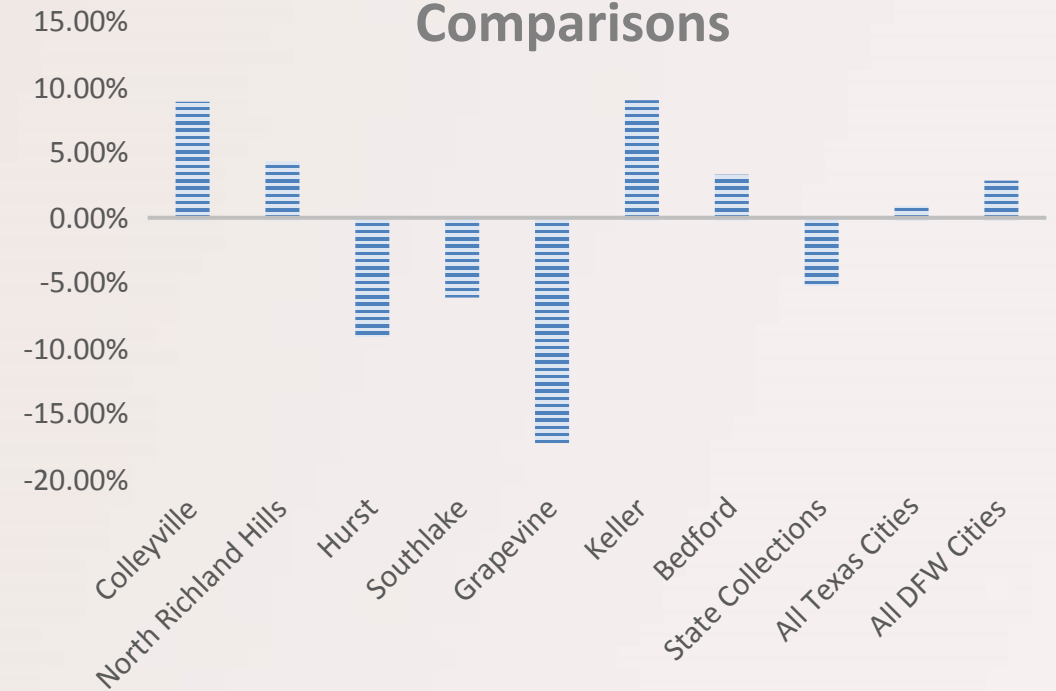
FY21 YTD Receipts compared to Previous Years

Thru December Sales Tax Receipts (Comparison)



City/State Comparisons

City/State Comparisons

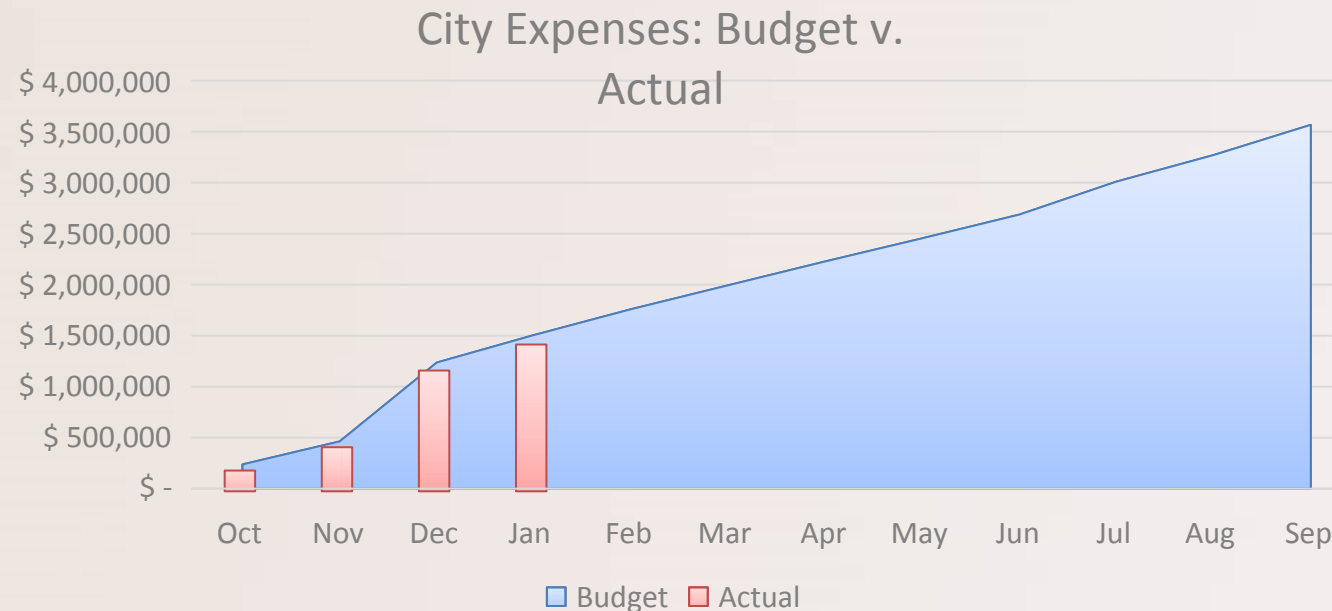


Utility Fund



Utility Fund					
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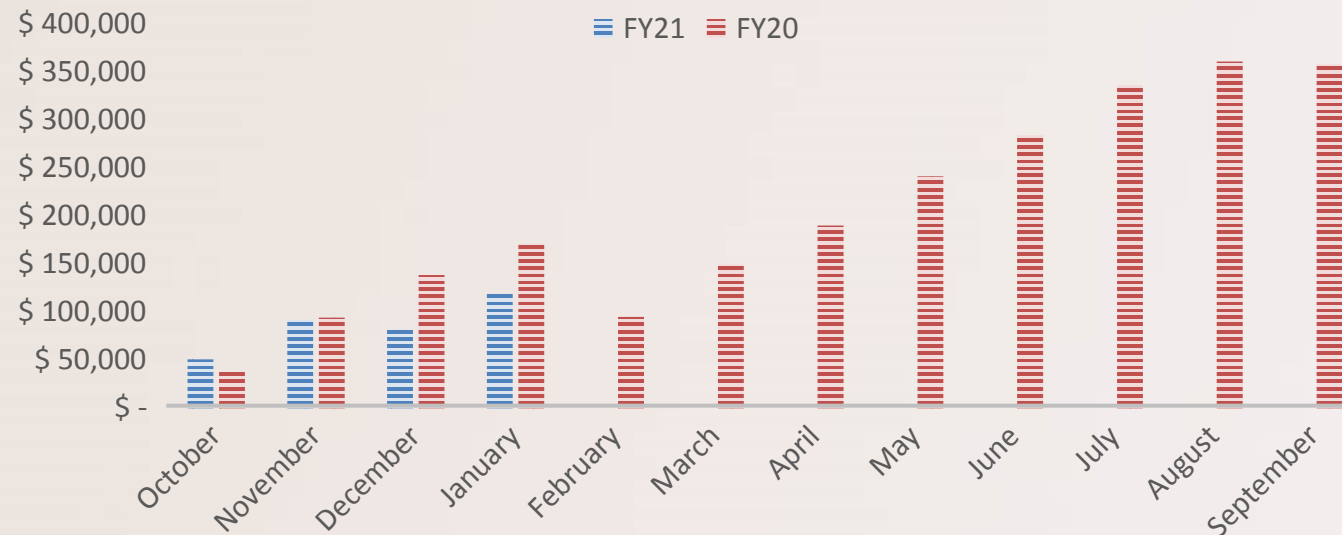
Drainage Fund



Drainage Fund					
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FY21 vs. FY20 Cash Flow



Hotel Fund

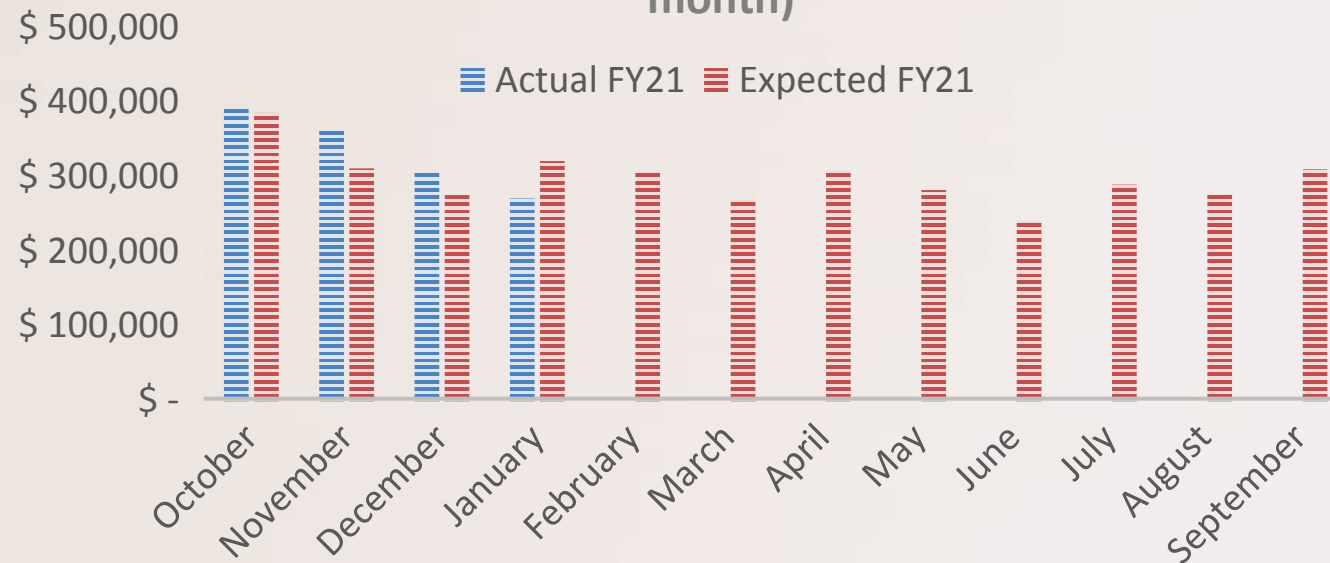


Hotel Fund

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	\$	(89,676)	\$	(128,968)		\$	48,180

*33% of the year
is completed

Expected Fund Balance vs. Actual Fund Balance (by month)

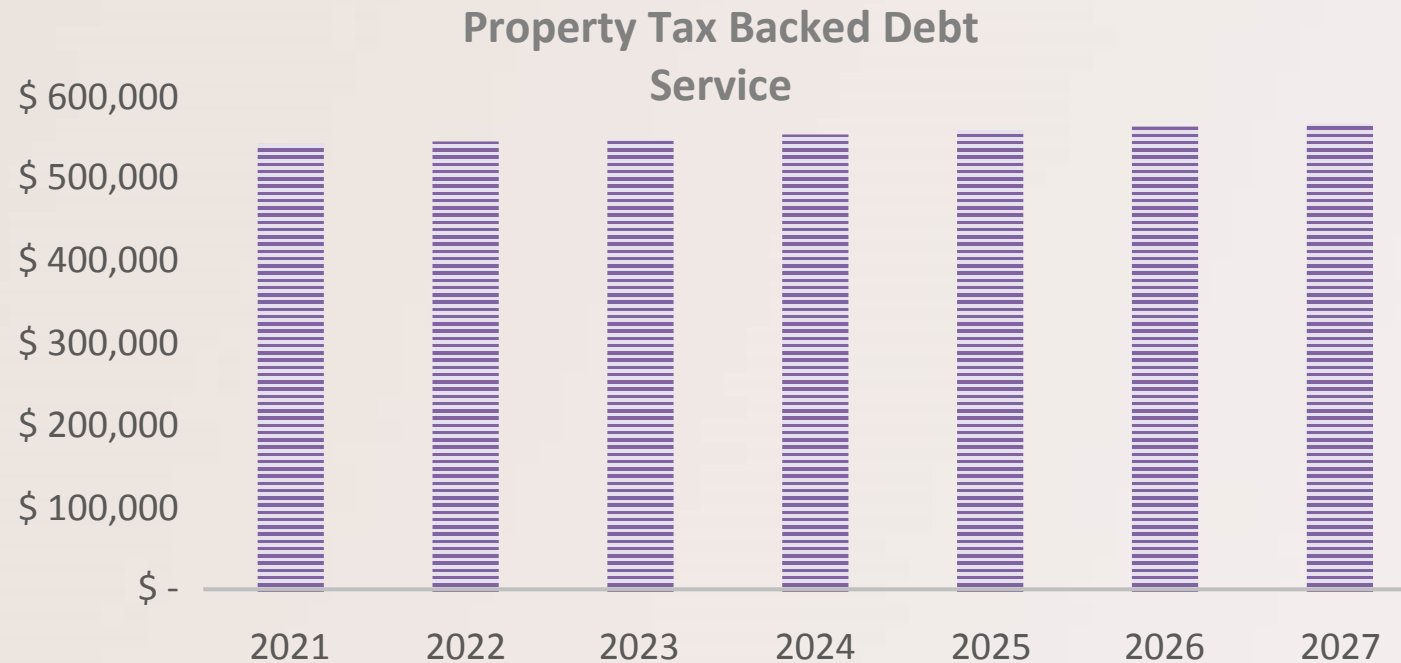


Debt Service Fund



Debt Service Fund						
	FY21 Budget		FY21 YTD		% of Budget	
Revenues	\$	782,500	\$	745,862	95%	\$ 719,153
Expenditures	\$	819,423	\$	661,708	81%	\$ 49,235
	\$	(36,923)	\$	84,154		\$ 669,918

*33% of the year is completed





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 3/2/2021

Number Ordinance O-21-2155

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the Planned Unit Development-Commercial zoning district on Lot 1, Block 1, Village Front Door Addition, located at 5204 Colleyville Boulevard, Case ZC20-034

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading and Public Hearing

The applicant was present and answered questions about the project. The City Council held a discussion about the desire for sales tax generating uses over office uses.

First Reading & Public Hearing

Daniel Kim, the applicant, has submitted a request for an amendment to the existing PUD-C Planned Unit Development – Commercial ordinance for the Village Front Door Addition development, being approximately 0.8576 acres, and zoned PUD-C Planned Unit Development – Commercial. The purpose is to amend the PUD-C's Ordinance in order to allow for and continue the Medical Office/Office type use.

Existing Conditions/Background: The subject property is currently known as the Village Front Door and is developed as a medical office building. It is in close proximity to the Baylor Scott and White Family Medicine location. Retail uses are permitted on properties adjacent to Colleyville Boulevard. The proposed 6,909 s.f. building is requested to continue to be used as medical office.

Proposed Amendment:

Request – The applicant requests to change the PUD Ordinance to allow the existing building to continue to operate as a medical office building. Specifically, the amendment proposes to eliminate the requirement for retail/sales tax type uses.

Analysis: The original PUD-C zoning (2007) allowed for retail and office uses in the building. This was amended in 2010 requiring 100% of the building for retail sales tax uses. In 2011, a request was sought to amend the Village Front Door development's PUD Ordinance allowing for a 100% medical office use. This was contingent on the

ownership and operation of Dr. Kim's medical office. Since that time the use of the property was medical office. Recently, the property has changed ownership and the new owner and applicant desires to continue its use as medical office due to its current configuration and buildout. The requested PUD-C amendment will allow the existing building to operate as a medical office building while also allowing in the future, if the market determines, the use to be retail or other office uses.

Plat Status: The property is platted as Lot 1, Block 1, of the Village Front Door Addition.

DRC Review: The DRC reviewed the request during their December 21, 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 property to the north and west are zoned PUD-C Planned Unit Development - Commercial and are improved with office and medical office uses within the Village and the Village Front Door development. The property to the south is zoned CC-1 Village Retail and is improved as commercial. Property to the east is zoned CC-1 Village Retail is improved with the Central Colleyville Fire Station.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development and located within the Colleyville Boulevard Corridor. 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 allowing for the operation of medical office is adjacent to the Baylor Scott and White Family Medicine business and suggests a trend for medical office in this area. If the amended ordinance is approved, it would also allow for retail and general office uses.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended approval of the PUD-C amendment at their January 11, 2021 meeting by a vote of 6-1.

Financial Impact

There is no financial impact to the City.

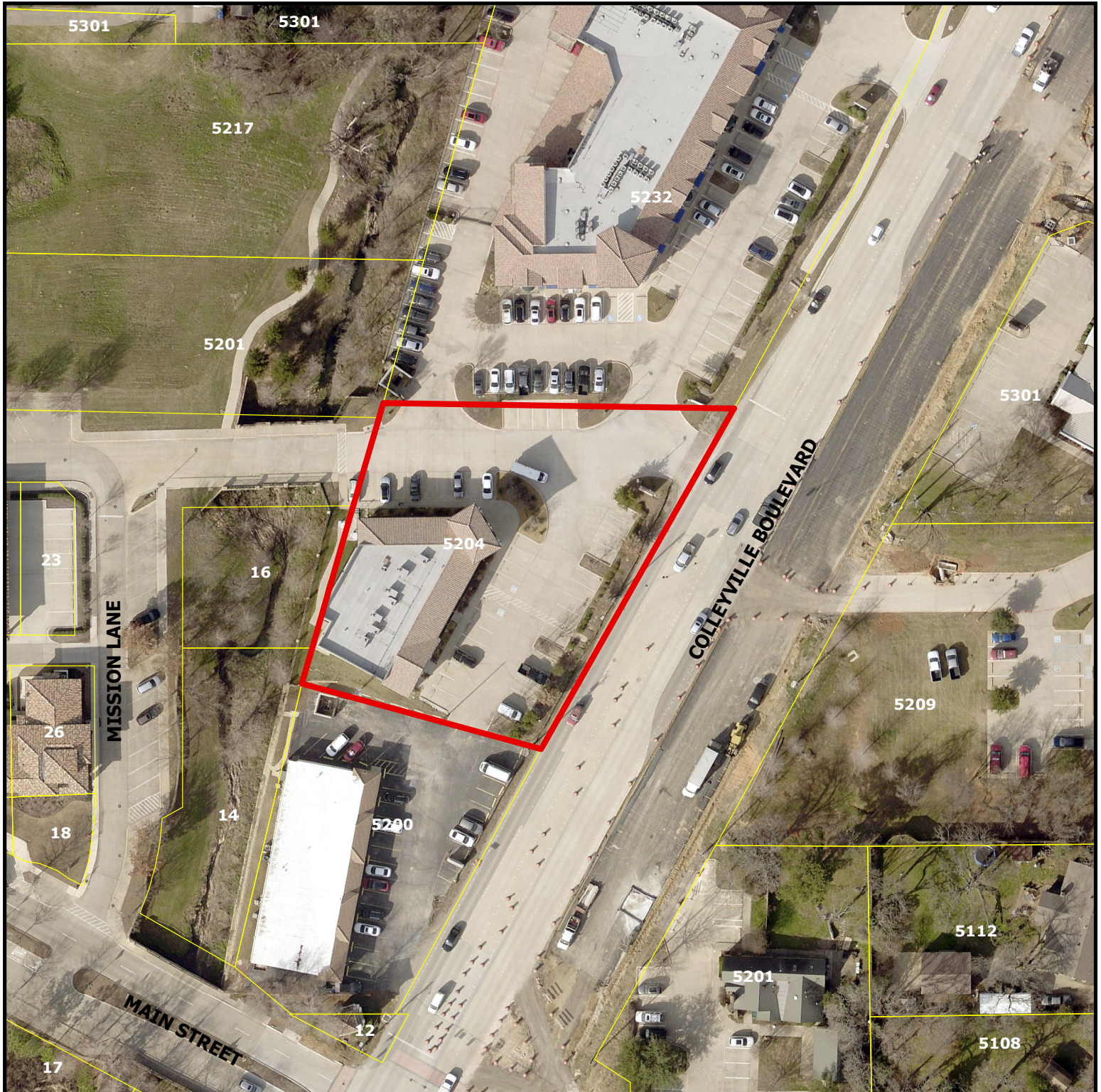
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Approved PUD-C Ordinances
6. Notification Map
7. Notification List
8. Property Owner Notification Letter
9. Ordinance O-21-2155

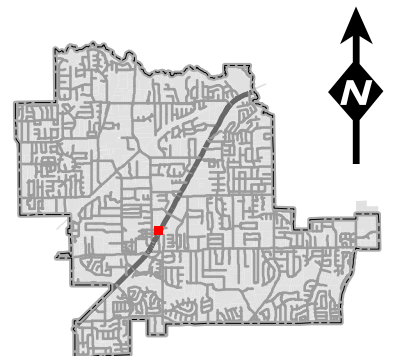
Aerial Map



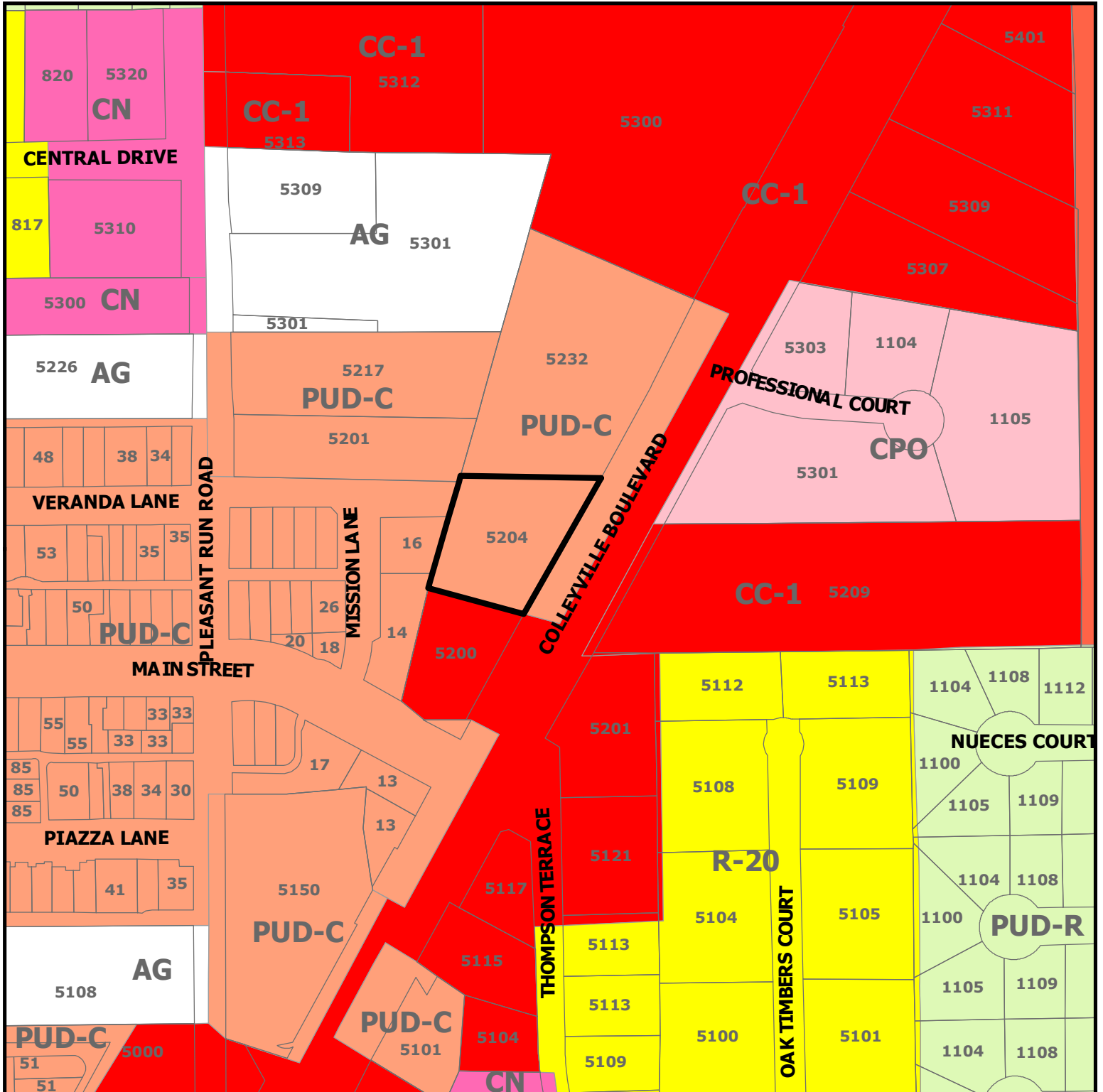
ZC20-034
5204 Colleyville Blvd

DISCLAIMER:
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 Subject Property



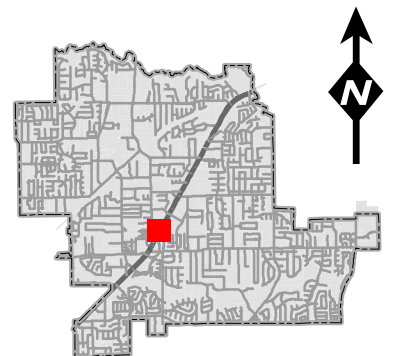
Zoning Map



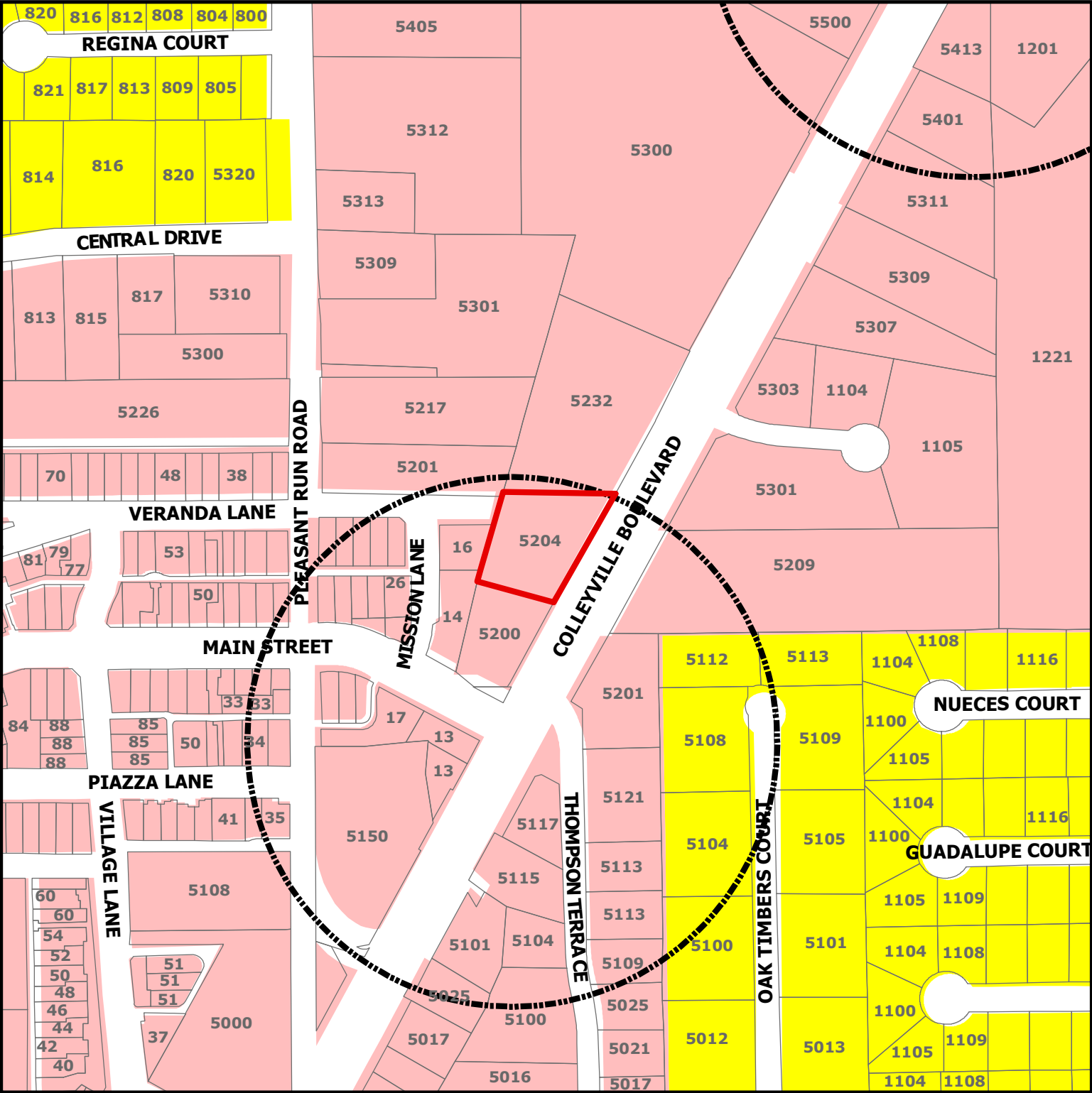
ZC20-034
5204 Colleyville Blvd

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 Subject Property



Future Land Use Map



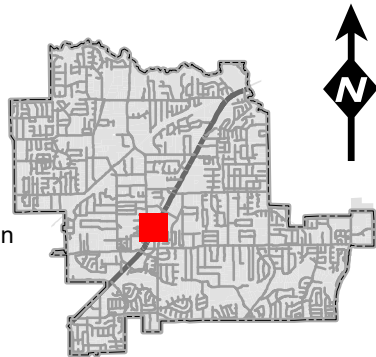
ZC20-034

5204 Colleyville Blvd



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-  Subject Property
-  Sales Tax Preferred Intersection
-  Residential
-  Colleyville Blvd Corridor



DDK Real Estate Investments, LLC

DANIEL SETH KIM

229 Odessa Drive, Haslet, TX 76052 | 817-727-2752 |

December 10, 2020

Subject Property: 5204 Colleyville Blvd, Colleyville, TX 76034

Statement of Planning Objectives:

Dear Planning and Zoning Commission and City Council,

I am writing this statement letter as an authorized agent on behalf of DDK Real Estate Investments, LLC. This statement is provided to seek approval to allow the subject property addressed at **5204 Colleyville Blvd, Colleyville, TX 76034** to amend Ordinance O-10-1784 for the consideration to include Medical Office/Office as approved use. Current zoning is approved PUD-C; however, subject property is set to revert back to ordinance limitations pertaining general retail tax.

Photos in the form of "Exhibits" are provided below to provide visuals regarding the proposed space.

Entry: In my opinion, the subject property's highest and best use would be to permit medical office or office use as the building only has one main entrance (Exhibit A). Ideally, placing a national credit tenant which provides professional services or allowing future continued use through a healthcare association would best utilize the current state of the space. This entry also provides value in signage opportunity by directly facing Colleyville Boulevard SH 26.

Floor Plan: The south side of the building is currently partitioned to provide professional medical related check-in / check-out services (Exhibit B & C).

Located on the north side of the building, multiple office work stations may be provided within an open floor plan; which may be partitioned to provide individualized office spaces if necessary.

Upgrades: With medical capabilities in mind, the subject property has been built out with considerable improvements. Each exam room is equipped with its own plumbing, high fiber optic connections (per room) to allow for consistent and reliable data collection for use of medical software, sleep study equipment, lab room use, other medical equipment, and more capable uses (Exhibit D & E).

Situs & Synergy: Subject property is located next to Baylor Scott & White just across Mission Lane. The property has the potential to work with and benefit from immediate medical practices within the area consisting of healthcare family practices, dentistry offices, chiropractors, pediatrics and other private practices (Exhibit F).

It is my pleasure to provide this statement to the P&Z Commission and City Council as it is my intent that this letter serves as a positive reference in the decision-making factor to consider amending the subject property's ordinance.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Kim", with a long, sweeping horizontal line extending to the right.

Daniel Seth Kim

Exhibit A



Exhibit B



Exhibit C



Exhibit D



Exhibit E



Exhibit F



ORDINANCE O-11-1816

AN ORDINANCE AMENDING ORDINANCE O-10-1784 CONDITIONS; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1630 on September 4, 2007, to establish the zoning of Lot AR and BR, of the E.M. Thompson Subdivision, and Lot 2, Block 1, Foster Addition; and

WHEREAS, the City Council approved Ordinance O-10-1784 December 7, 2010, amending Ordinance O-07-1630 by changing the percentage requirements for office uses versus retail uses in the development; and

WHEREAS, the City of Colleyville has received a request for an amendment to Ordinance O-10-1784, under Case ZC11-021; and

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

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

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

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

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, is hereby amended by amending Ordinance O-10-1784 conditions for the Village Front Door Addition.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. Section 4(1)b of Ordinance O-10-1784, is hereby removed and deleted.

b. This zoning change is conditioned upon a change in ownership of the property to Dr. David D. Kim of 35 Veranda Ln. Colleyville, Texas, or an entity owned or controlled by Dr. Kim. In the absence of such ownership change, this Ordinance shall be of no force or effect.

Sec. 4. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended and as amended herein.

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

- Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.
- Sec. 9. THAT Ordinances O-10-1784 and O-07-1630 shall remain in full force and effect, except where amended by this ordinance.

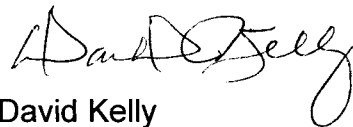
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of December 2011.

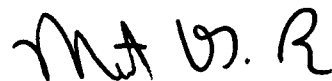
The second reading and public hearing being conducted on the 13th day of December 2011.

ATTEST.

Cynthia Singleton, TRMC, CMC
City Secretary

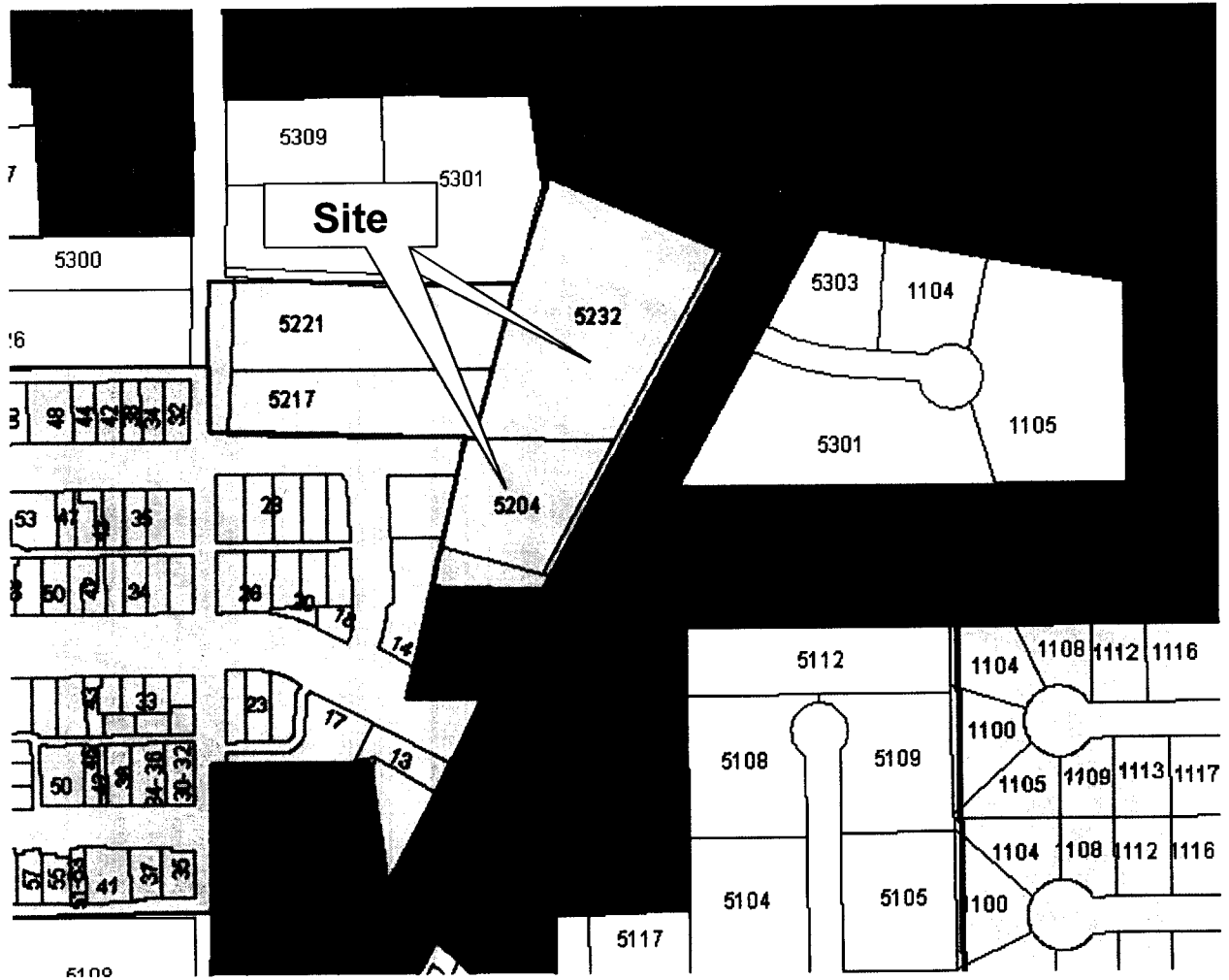
CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" - Location and Zoning Map



ORDINANCE O-10-1784

AN ORDINANCE AMENDING ORDINANCE O-07-1630 WHICH ESTABLISHED THE ZONING OF LOT AR AND BR, OF THE E.M. THOMPSON SUBDIVISION CONDITIONS; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1630 on September 4, 2007, to establish the zoning of Lot AR and BR, of the E.M. Thompson Subdivision, and Lot 2, Block 1, Foster Addition; and

WHEREAS, the City of Colleyville has requested an amendment to Ordinance O-07-1630, under Case Z-10-028; 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 enact a new zoning ordinance; and

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the

property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

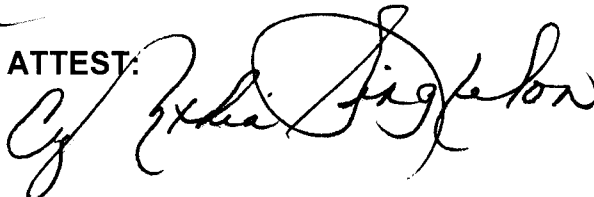
- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-07-1630 which established the zoning of Lot AR and BR, of the E.M. Thompson Subdivision conditions.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning of the Village Front Door Addition, depicted on Exhibit "A" and Exhibit "B".
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:
- 1. GENERAL**
- a. Ordinance O-07-1630, Section 4(3)d is hereby removed and deleted.
- b. Not less than 100 percent of the air-conditioned area of Building (C) depicted on Exhibit "B" shall contain uses that are eligible for State of Texas retail sales tax as defined by the State of Texas Comptroller of Public Accounts.
- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.
- Sec. 10. THAT Ordinance O-07-1630 shall remain in full force and effect, except where amended by this ordinance.

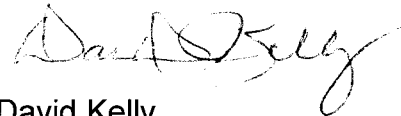
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 16th day of November 2010.

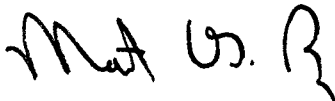
The second reading and public hearing being conducted on the 4th day of December 2010.

ATTEST:

Cynthia Singleton, TRMC, CMC
City Secretary

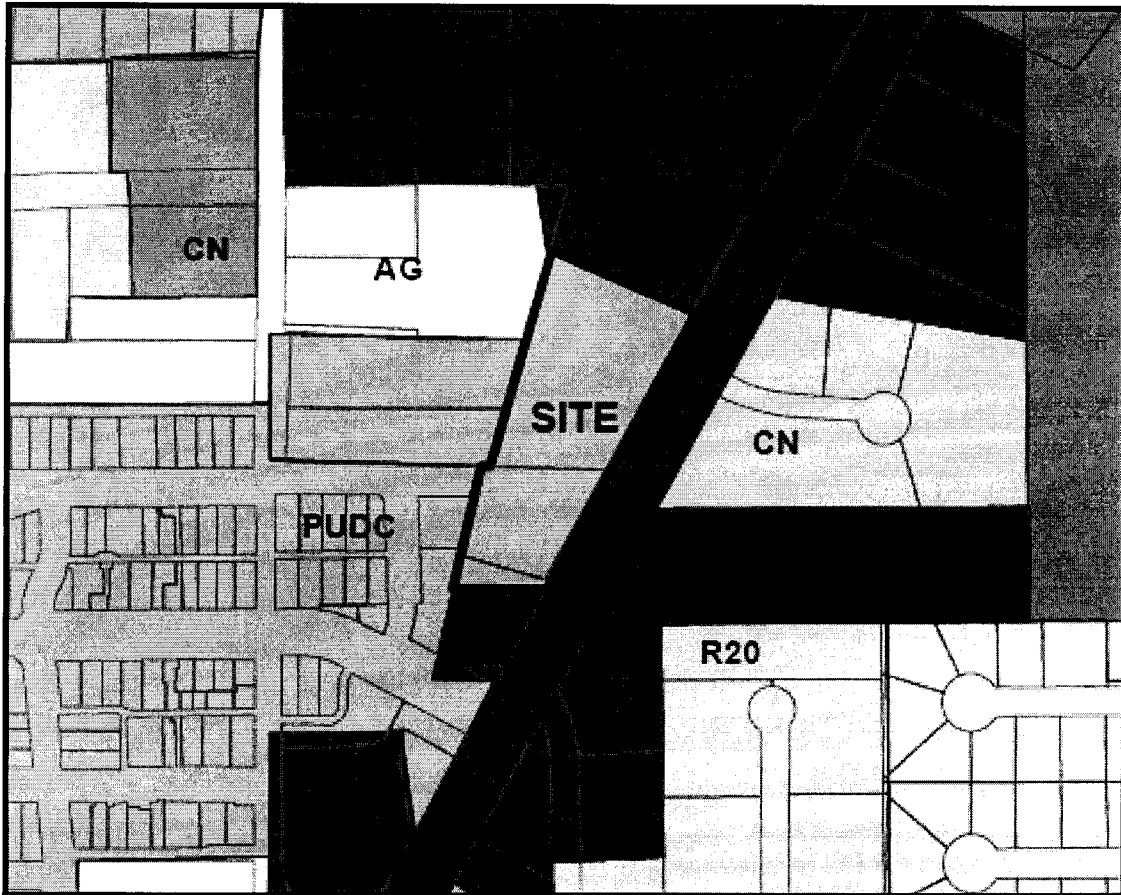
CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" - Location and Zoning Map



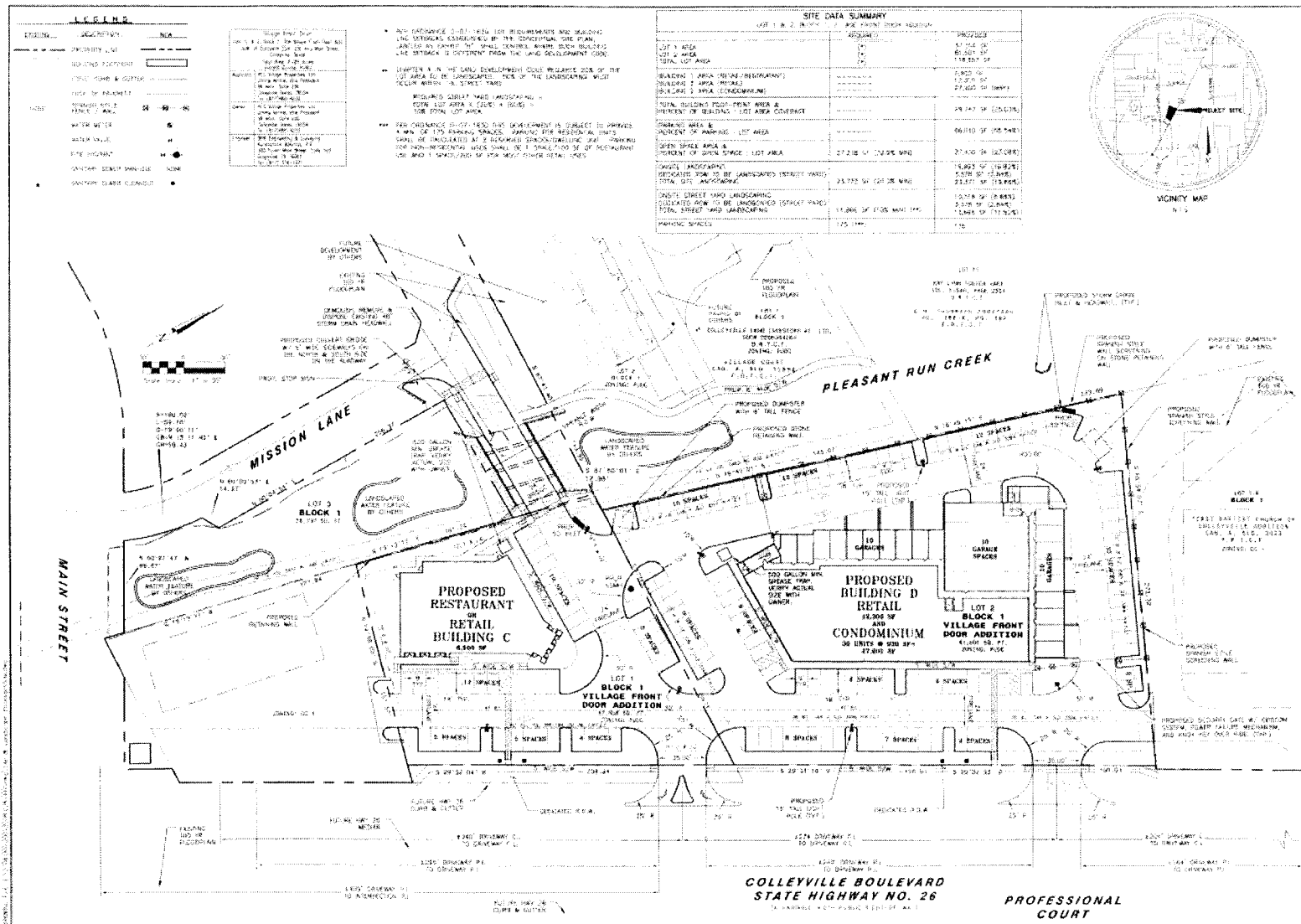


Exhibit "B" – Site Plan

ORDINANCE O-07-1630

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT AR AND BR, OF THE E.M. THOMPSON SUBDIVISION, AND LOT 2, BLOCK 1, FOSTER ADDITION, FROM THE CC1-VILLAGE RETAIL ZONING DISTRICT TO THE PUDC-PLANNED UNIT DEVELOPMENT COMMERCIAL DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. Z-07-026; 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 enact a new zoning ordinance; and

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the

property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot AR and BR, E.M. Thompson Subdivision, and Lot 2, Block 1, Foster Addition, from the CC1-Village Retail zoning district to the PUDC-Planned Unit Development Commercial zoning district, as depicted on the attached Zoning and Location Map, labeled as Exhibit "A".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUDC is for office, retail and residential uses.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The development shall be generally consistent with the Conceptual Site Plan, labeled as Exhibit "B", which shall not be considered the preliminary plat.
- b. The development shall be generally consistent with the Conceptual Site Plan, labeled as Exhibit "B"; however the lot layout may differ from that shown on Exhibit "B" to accommodate topographic, drainage or other conditions.
- c. The developer shall submit and receive approval from the City of Colleyville a Final Plat in accordance with the requirements of the Land Development Code prior to development of this PUDC.

3. PERMITTED USES

- a. A maximum of 30 residential units allowed on the second and third floor of Building D, as shown on Exhibit "B".

- b. All uses allowed in the CC1-Village Retail zoning district.
- c. All uses shall be in accordance with the Conceptual Site Plan on Exhibit "B".
- d. Not less than 50%, or 6,150 square feet, of the air-conditioned area of the first floor of Building D shall contain uses that are eligible for State of Texas retail sales tax as defined by the State of Texas Comptroller of Public Accounts.
- e. Any floor of Building D may be used as retail and office uses. No residential uses are permitted on the first floor of Building C or D.

4. LOT REQUIREMENTS AND SETBACKS

- a. Lot requirements and building line setbacks established by the Conceptual Site Plan, labeled as Exhibit "B", shall control where such building line setback is different from the Land Development Code.

5. OPEN SPACE

- a. This development shall provide a minimum of 22.9% common open space, as shown on Exhibit "B". All open space areas shall be landscaped and maintained by the property owner.
- b. The amount of landscaping on the property shall be in accordance with Chapter 4 Landscaping and Buffering in the Land Development Code.

6. BUILDING ELVEATIONS

- b. All exterior building elevations shall be in accordance with the Building Elevations, labeled as Exhibit "C".

7. SIDEWALKS AND PATHWAYS

- a. The sidewalk along Colleyville Boulevard shall be at least 5-feet wide. The sidewalk shall be installed when any new structures are built on the property.

8. SCREENING

- a. A six foot high wall shall be constructed along the northern property line and shall consist of a combination of stucco and wrought iron accents.

9. PARKING

- a. Parking for residential units shall be calculated at 2 reserved parking spaces per dwelling unit.
- b. Parking for non-residential uses shall be in accordance with the parking requirements of the Land Development Code.
- c. This development shall contain not less than 175 parking spaces.

10. OTHER

- a. Any modification to the creek on the west side of the development shall be approved by the City of Colleyville Engineering Department.
- b. Residential units shall contain not less than 750 square feet of living area per dwelling unit. A maximum of 5 residential units are permitted to be 850 square feet or smaller. All other units will be a minimum of 851 square feet.
- c. The average square footage of residential units shall total 1,000 square feet.
- d. All residential units allowed by this ordinance shall be subject to the rules and regulations of a single condominium regime. A copy of the condominium regime by-laws, approved and filed by the Tarrant County Clerk, shall be submitted prior to the issuance of a building permit on any residential unit.
- e. All buildings shall have fire sprinkler and monitoring systems.
- f. The maximum building height shall be 3 stories with a maximum height measurement of 56 feet.
- g. Prior to the issuance of a Certificate of Occupancy for any building, the property shall accomplish the following:
 - 1. Complete construction of a bridge across Pleasant Run Creek connecting the subject property to The Village at Colleyville property. Such bridge shall connect the subject property to Mission Lane, which is an existing public street in The Village. The drive connection and bridge shall be dedicated as a public right-of-way. The drive connection and bridge width shall be the same width as shown on the Site Plan. The bridge will be located where the driveway currently dead ends into Pleasant Run Creek on the Site Plan. The bridge shall be constructed with similar materials and design as the existing bridge located at Main Street. A five foot wide sidewalk shall be provided on both sides of the bridge.
 - 2. The property owner shall make improvements to Pleasant Run Creek from the north property line of The Village PUD south to Main Street consisting of the following: removal of debris and dead trees, construction of new water retention areas, fountains, and new landscaping.
 - 3. Complete the construction of an 8 foot wide sidewalk, that may be a minimum 6 foot wide at the discretion of the City Engineer, within Pleasant Run Creek connecting Lot 1, Block 1 Village Court Addition to the proposed bridge.
 - 4. The project sign featured on the building will read "The Village at Colleyville".
- h. This zoning ordinance shall be automatically repealed if a preliminary plat or preliminary drainage analysis is not approved within eight (8) months from the date of approval of this zoning request.

- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

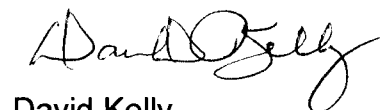
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 21ST day of August 2007.

The second reading and public hearing being conducted on the 4th day of September 2007.

ATTEST:

Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read "Matt C. G. Boyle". The signature is stylized with a large "M" and a cursive "Boyle".

Matthew C. G. Boyle
City Attorney

Exhibit A – Zoning and Location Map

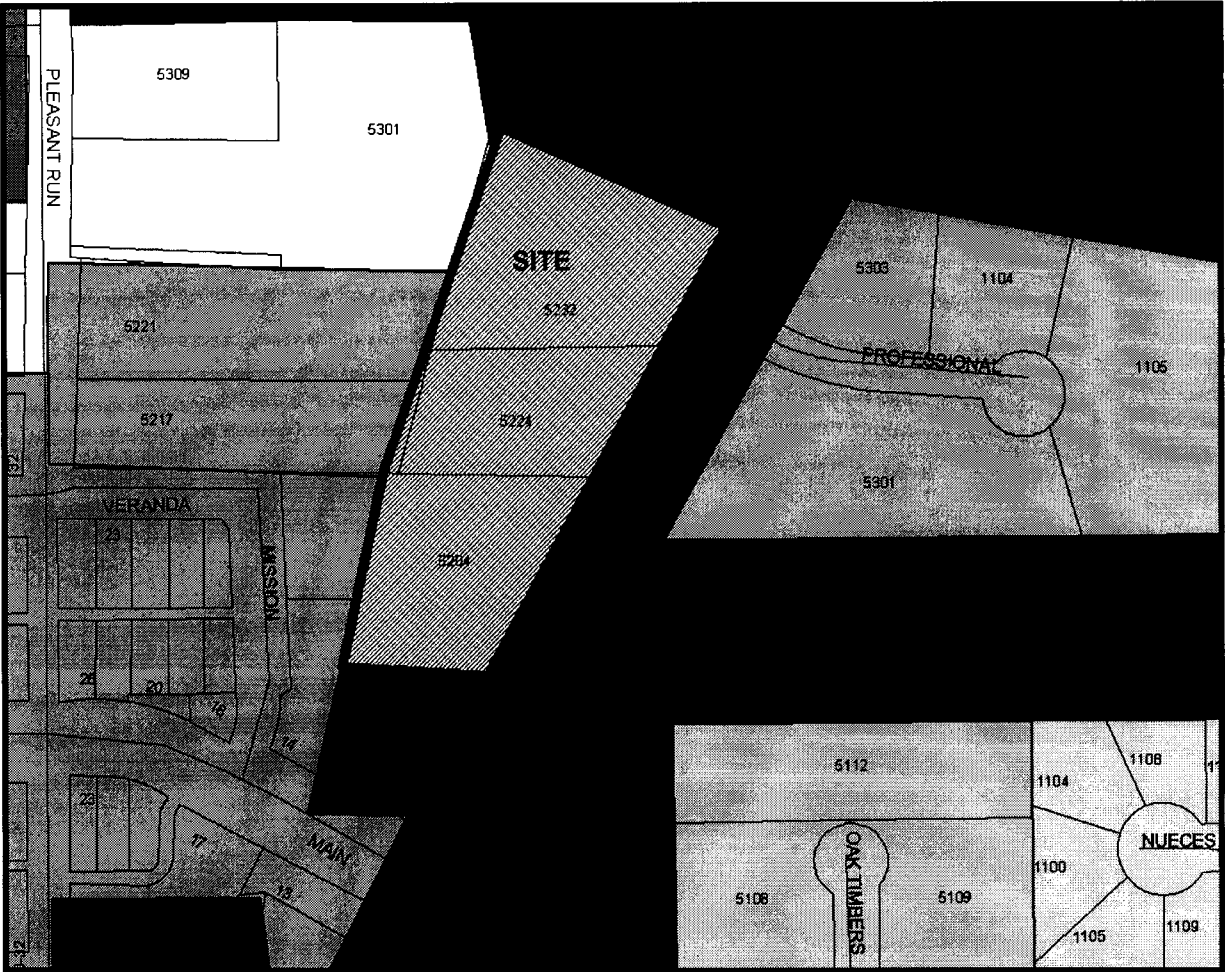
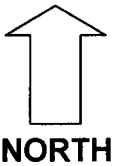


Exhibit B – Conceptual Site Plan

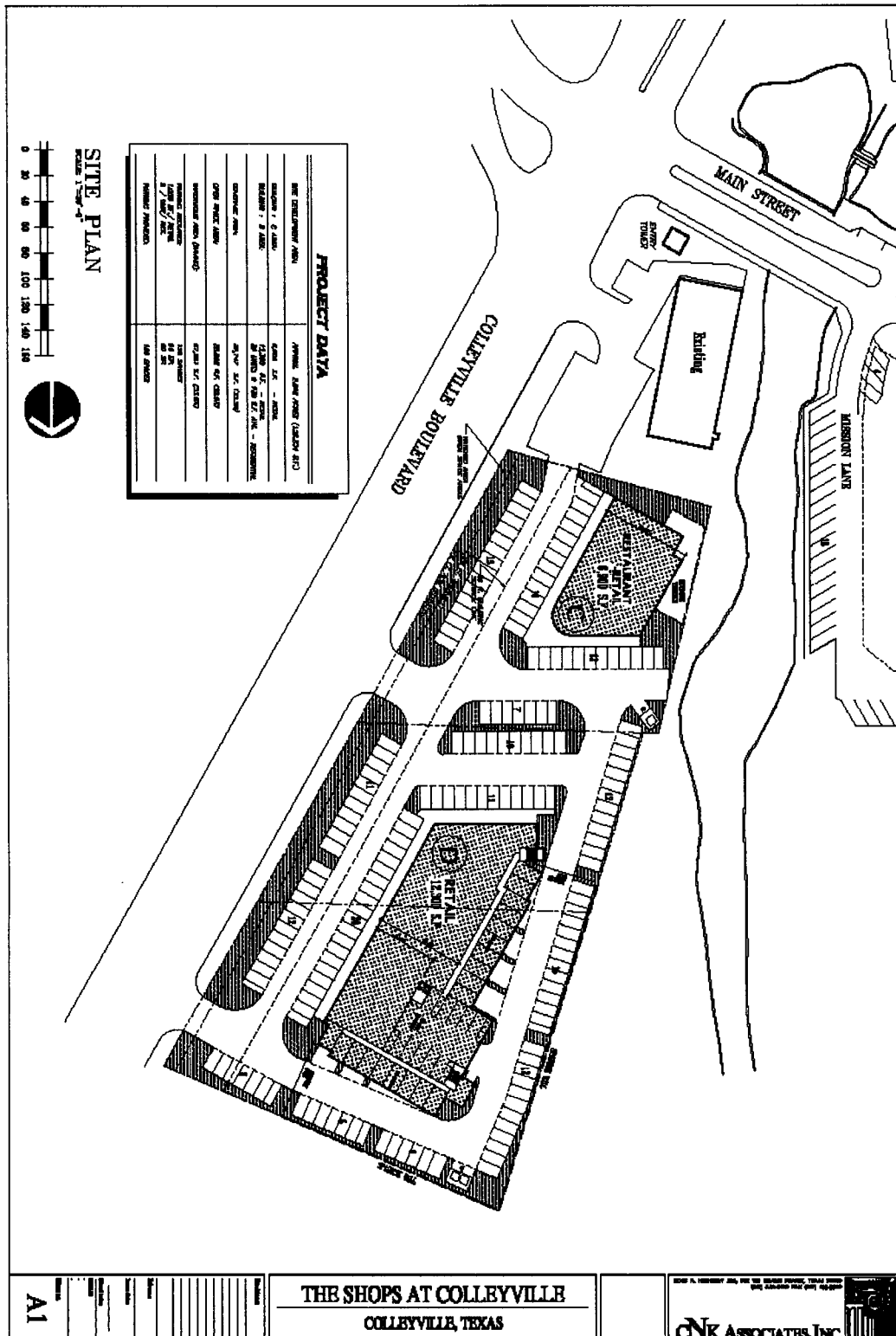
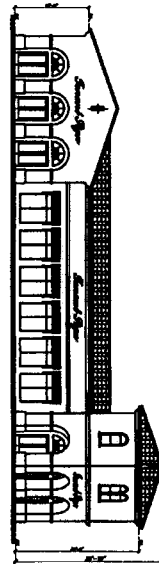
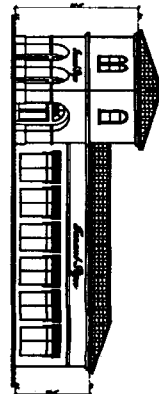


Exhibit C-Building Elevations

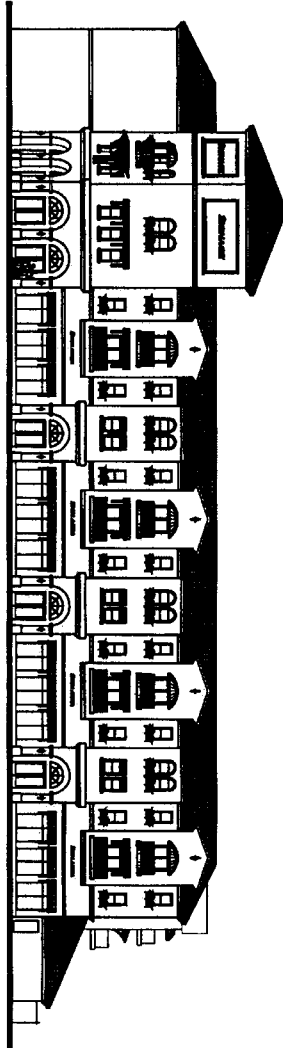
Colleyville Blvd. Elevation
BUILDING - C



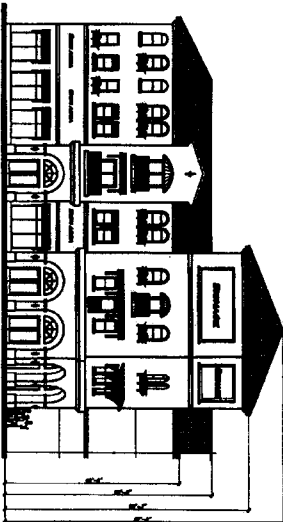
North Elevation
BUILDING - C



Colleyville Blvd. Elevation
BUILDING - D



South Elevation
BUILDING - D



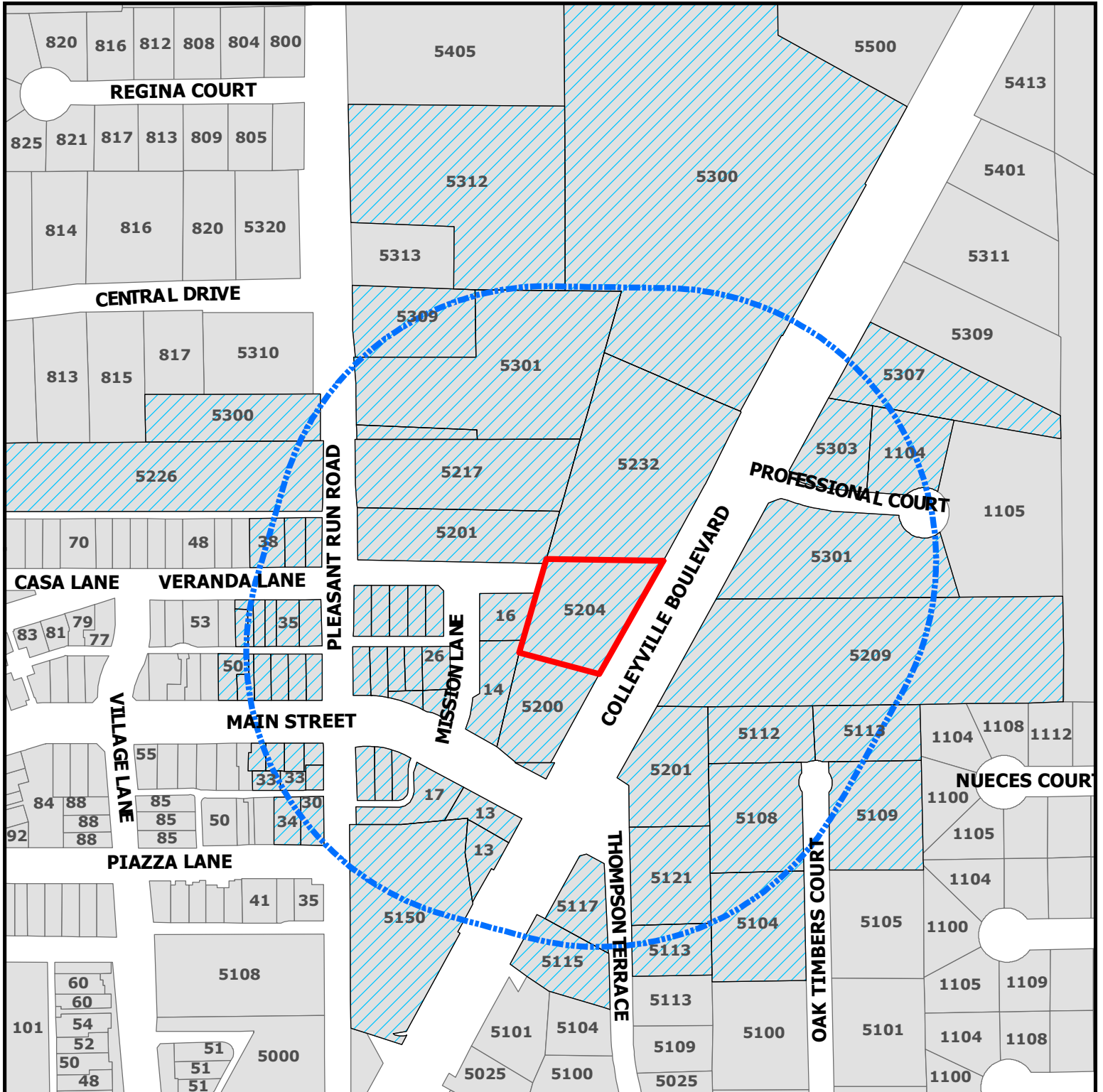
RECEIVED
JUN 22 2007
Per *[Signature]*

THE SHOPS AT COLLEYVILLE
COLLEYVILLE, TEXAS

ANK ASSOCIATES, INC.

A2

Notification Map



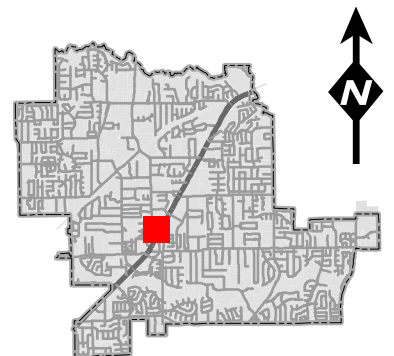
ZC20-034

5204 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
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
HAMM, DAVID A	6109 EQUESTRIAN CT	COLLEYVILLE, TX	76034	32 VERANDA LN # 112
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	43 VERANDA LN
BOES, MARK	67761 S 311 WAY	WAGONER, OK	74467	34 VERANDA LN # 211
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	16 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	17 MAIN ST
REDEEMED CHRISTIAN CHURCH OF G	PO BOX 391	COLLEYVILLE, TX	76034	5300 PLEASANT RUN RD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5301 PLEASANT RUN RD
VILLAGE MONTICELLO PRtnS LTD	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	14 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	35 VERANDA LN # 312
GIFFORD, T	33 MAIN ST #260	COLLEYVILLE, TX	76034	33 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	5209 COLLEYVILLE BLVD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
BAJRAM & RUZDI INVESTMENTS LLC	4701 MILL CREEK RD	COLLEYVILLE, TX	76034	5150 COLLEYVILLE BLVD
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5312 COLLEYVILLE BLVD
ROGERS, J ANDREW	201 MAIN ST STE 2500	FORT WORTH, TX	76102	30 PIAZZA LN
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX	76034	5201 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	13 MAIN ST
KIPTON ANDERSON INVESTMENTS LL	5303 COLLEYVILLE BLVD STE B	COLLEYVILLE, TX	76034	5303 COLLEYVILLE BLVD
GIBSON, NORMAN C	113 TIMBERLINE DR S	COLLEYVILLE, TX	76034	5115 COLLEYVILLE BLVD
GIBSON, NORMAN C	113 TIMBERLINE DR S	COLLEYVILLE, TX	76034	5117 COLLEYVILLE BLVD
SUNDER HOLDINGS LLC	11464 HARRY HINES BLVD	DALLAS, TX	75229	5201 COLLEYVILLE BLVD
FEGAN, DENNIS JOHN	1303 BELLEFONTE LN	COLLEYVILLE, TX	76034	5309 PLEASANT RUN RD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
COLLEYVILLE EYE CORPORATION	5307 COLLEYVILLE BLVD, SUITE 100	COLLEYVILLE, TX	76034	5307 COLLEYVILLE BLVD
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	38 VERANDA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	20 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
NOVAK, RICHARD	5109 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5109 OAK TIMBERS CT
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	18 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
SWIGART, CAROL	5104 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5104 OAK TIMBERS CT
D & V WALKER PROPERTIES LLC	5501 NORMANDY DR	COLLEYVILLE, TX	76034	5226 PLEASANT RUN RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	35 VERANDA LN # 411
SIDES, JOSEPH D	2911 COMPTON RD	NASHVILLE, TN	37215	5113 THOMPSON TERR
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	23 MAIN ST
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX	76034	5217 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	42 MAIN ST
DDK REAL ESTATE INV LLC	229 ODESSA DR	HASLET, TX	76052	5204 COLLEYVILLE BLVD
JRSR PROPERTIES LLC	5303 COLLEYVILLE BLVD STE A	COLLEYVILLE, TX	76034	5121 THOMPSON TERR
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	23 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	13 MAIN ST
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 112
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 211
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
ATWOOD, STEVE	34 PIAZZA LN # 37	COLLEYVILLE, TX	76034	34 PIAZZA LN # 37
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	12 MAIN ST
BARNARD PARTNERS XIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	5301 COLLEYVILLE BLVD
LAPOSTA, MATTHEW	5113 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5113 OAK TIMBERS CT
CAREW, PAT	2106 STONEHAVEN DR	COLLEYVILLE, TX	76034	5108 OAK TIMBERS CT
FARRAR, NANCY KAREN	33 MAIN ST STE 200	COLLEYVILLE, TX	76034	33 MAIN ST
BEAM REAL ESTATE LLC	14455 WEBB CHAPEL RD	FARMERS BRANCH, TX	75234	5200 COLLEYVILLE BLVD
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5301 PLEASANT RUN RD
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5300 COLLEYVILLE BLVD
BARNARD PARTNERS XVIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	1104 PROFESSIONAL CT
COLLEYVILLE LOFTS VENTURE LLC	1430 BROADWAY 14TH FLR	NEW YORK, NY	10018	5232 COLLEYVILLE BLVD # 1
TCN INVESTMENTS III LLC	1861 BROWN BLVD # 744	ARLINGTON, TX	76006	35 VERANDA LN # 110
WADLEY FAMILY HOLDING INC	33 MAIN ST 160	COLLEYVILLE, TX	76034	33 MAIN ST
BROWN FABIO, RITA	33 MAIN #220	COLLEYVILLE, TX	76034	33 MAIN ST
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX	76034	33 MAIN ST
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX	76034	33 MAIN ST
PILGRIM, DEBBIE K	33 MAIN ST # 240	COLLEYVILLE, TX	76034	33 MAIN ST
ISBELL, STEVE E	5112 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5112 OAK TIMBERS CT
RIVERWALK AT COLLEYVILLE	P.O. BOX 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
COLLEYVILLE HEIGHTS	816 REGINA COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
KIM, DANIEL	229 ODESSA DR	HASLET, TX	76052	APPLICANT

Public hearing notices were mailed on December 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, January 11, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, February 2, 2021 & Tuesday, February 16, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of an Amendment to the Planned Unit Development-Commercial (PUD-C) zoning district. The purpose is to amend the current PUD-C ordinance in order to continue and allow for Medical Office/Office uses due to an ownership change for the property.

Zoning Case: ZC20-034

Applicant: Daniel Kim

Owner: DDK Real Estate Investments, LLC

Location: 5204 Colleyville Boulevard

Property Description: Lot 1, Block 1, Village Front Door Addition

Present Zoning: PUD-C Planned Unit Development-Commercial

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

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

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

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Active Development Case map:

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

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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ORDINANCE O-21-2155

AN ORDINANCE CHANGING PLANNED UNIT DEVELOPMENT ORDINANCE O-10-1784, BY AUTHORIZING AN AMENDMENT TO ALLOW FOR A MEDICAL OFFICE/OFFICE USE TO OPERATE ON LOT 1, BLOCK 1, VILLAGE FRONT DOOR ADDITION, LOCATED AT 5204 COLLEYVILLE BOULEVARD; 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 Council approved Ordinance O-07-1630 on September 4, 2007, to establish the zoning of Lot AR and BR, of the E.M. Thompson Subdivision, and Lot 2, Block 1, Foster Addition; and

WHEREAS, the City Council approved Ordinance O-10-1784 on December 7, 2010, amending Ordinance O-07-1630 by changing the percentage requirements for office uses versus retail uses in the development; and

WHEREAS, the City of Colleyville has received an application to amend Ordinance-10-1784, Case No. ZC20-032; 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-10-1784 of the City of Colleyville, Texas, be, and the same is hereby amended by removing language to allow for medical office/office uses as shown in Exhibit "A"
- Sec. 2. THAT Ordinance O-10-1784 shall be subject to the following condition:

1. GENERAL

- a. The following regulation is hereby removed and deleted:

~~"Not less than 100 percent of the air-conditioned area of Building (C) depicted on Exhibit "B" shall contain uses that are eligible for State of Texas Comptroller of Public Accounts."~~

- 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 2nd day of February 2021.

The second reading and public hearing being conducted on the 16th day of February 2021.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16th
DAY OF FEBRUARY 2021.

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

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Ordinance Exhibit

1. GENERAL

a. The following regulation is hereby removed and deleted:

~~"Not less than 100 percent of the air-conditioned area of Building (C) depicted on Exhibit "B" shall contain uses that are eligible for State of Texas Comptroller of Public Accounts."~~



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 3/2/2021

Number Resolution R-21-4574

Type Resolution

Department Community Development

Title

Consideration of a request to abandon a previously dedicated right-of-way (ROW) area on Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case GC20-007

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Mike Boswell, of Toll Brothers Land Development, has submitted a request for a Right-of-Way abandonment at 103 & 105 Old Grove and 7189 Cast Iron Forest Trail known as Lots 1 & 2, Block 1, of the Neidholt Addition, being a 15 foot right-of-way area dedicated with the plat.

Existing Conditions/Background: The subject property is currently zoned PUD-R Planned Unit Development – Residential district and is associated with Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block 1, Old Grove Addition. The property is generally located east of Cast Iron Forest Trail and southwest of John McCain Road as it turns north.

Analysis: Presently there exists an approximately fifteen foot wide (15') public right-of-way (ROW) running diagonally across proposed Lot 1 identified in the applicant's proposed replat. The applicant has requested that the entire ROW be abandoned so that they may replat the existing lots to allow for the residential development of proposed Lot 1 (concurrently filed as PC-20-006).

Background: This ROW was dedicated to the City via a plat filed in 1978 subdividing the land immediately south of the ROW into residential lots. The purpose of the original dedication was, at least in part, to provide the necessary public access for the residential lots identified on the 1978 plat as well as the surrounding residential properties. The location of the ROW provides access to the John McCain Boulevard, which remains to this day a major collector street serving the surrounding area. It is currently unknown what type of access or road, if any, was developed along this ROW following the 1978 dedication; however, there are presently no developed public

facilities within the ROW.

Authority: The City Council is responsible for any action to abandon the ROW pursuant to state law and the City's Charter. Accordingly, the City Council may approve or deny the applicant's request; or, alternatively, the City Council may condition the approval on the applicant relocating the ROW (if feasible) to an agreed location to preserve the City's public access across the property. Any action on this item requires a simple majority vote of the City Council and would not constitute action on the applicant's concurrent replat case.

Required Action: If the City Council desires to abandon the ROW, the method for doing so would be by resolution or ordinance, which must contain a legal description of the ROW to be abandoned and be filed in the real property records for Tarrant County. The applicant's final plat will be required to reference the filed resolution or ordinance abandoning the ROW. Conversely, action to deny applicant's request will result in the ROW remaining on the property.

Plat Status: The property is a platted as Lots 1 & 2, Block 1, of the Neidholt Addition and Lot 2X, Block 1, of the Old Grove Addition. The Neidholt plat dedicated a 15 foot right-of-way area.

DRC Review: The DRC reviewed the request during their November 23, 2020 meeting and determined the application was complete and may be scheduled for the next available City Council meeting.

Drainage: NA

Surrounding Development: The properties to the north, south are west are zoned PUD-R and developed with single-family residences. The property to the east is zoned R-30 and is improved with a single-family residence.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, designates the subject property for residential use.

Staff Recommendation: Staff is neutral on this request.

Financial Impact

There is no financial impact to the City..

Recommendation

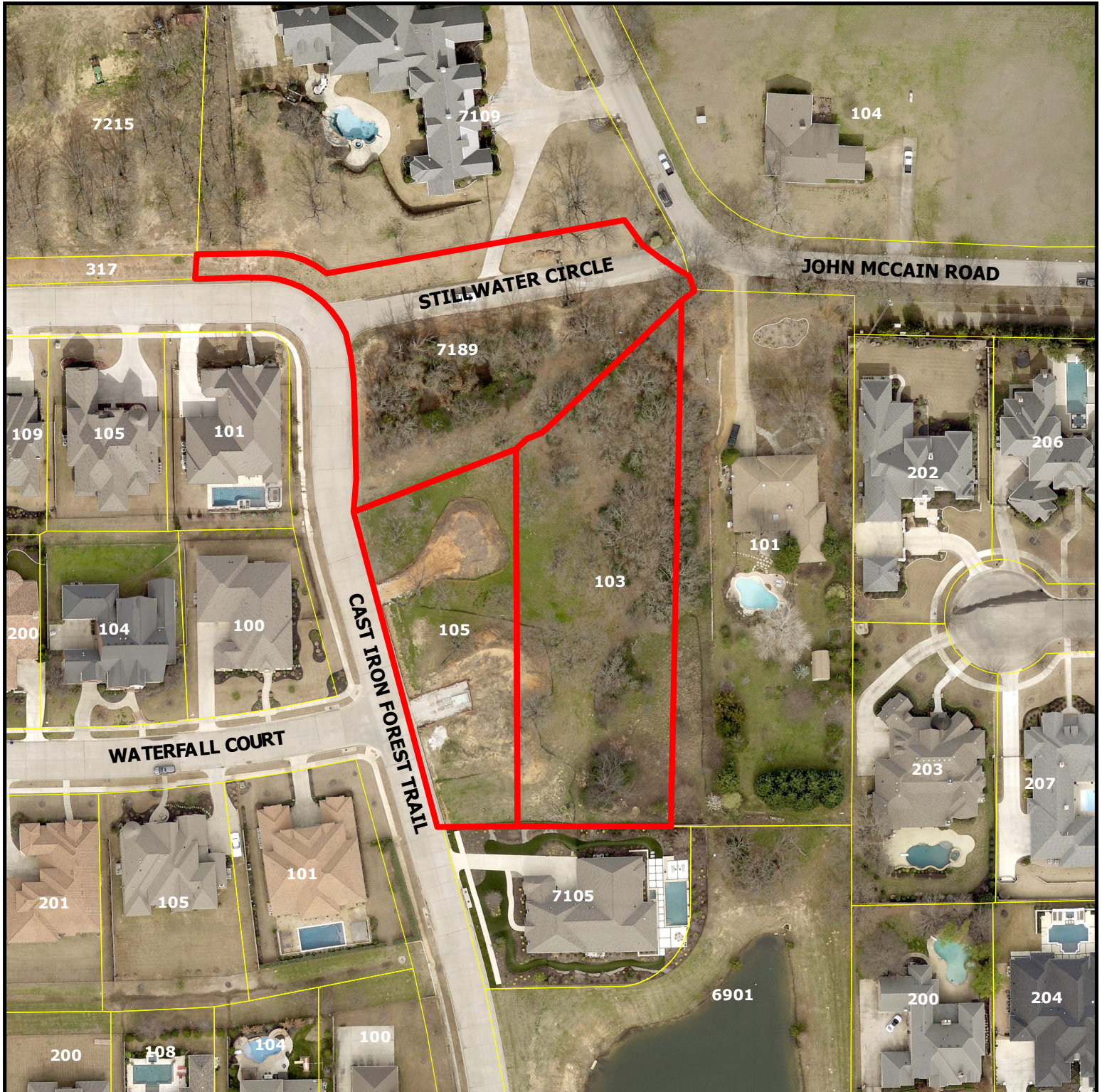
None

Attachments

1. Aerial Map
2. Zoning Map

3. Future Land Use Map
4. Planning Objectives 2020 11 09
5. Neidholt Addition
6. Old Grove FINAL PLAT_1_01-06-05-1
7. Replat Exhibit
8. Resolution R-21-4574

Aerial Map



PC20-006

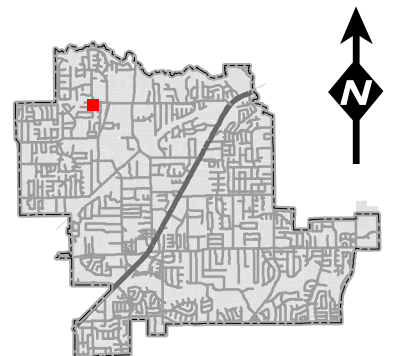
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest
Trl**

DISCLAIMER:

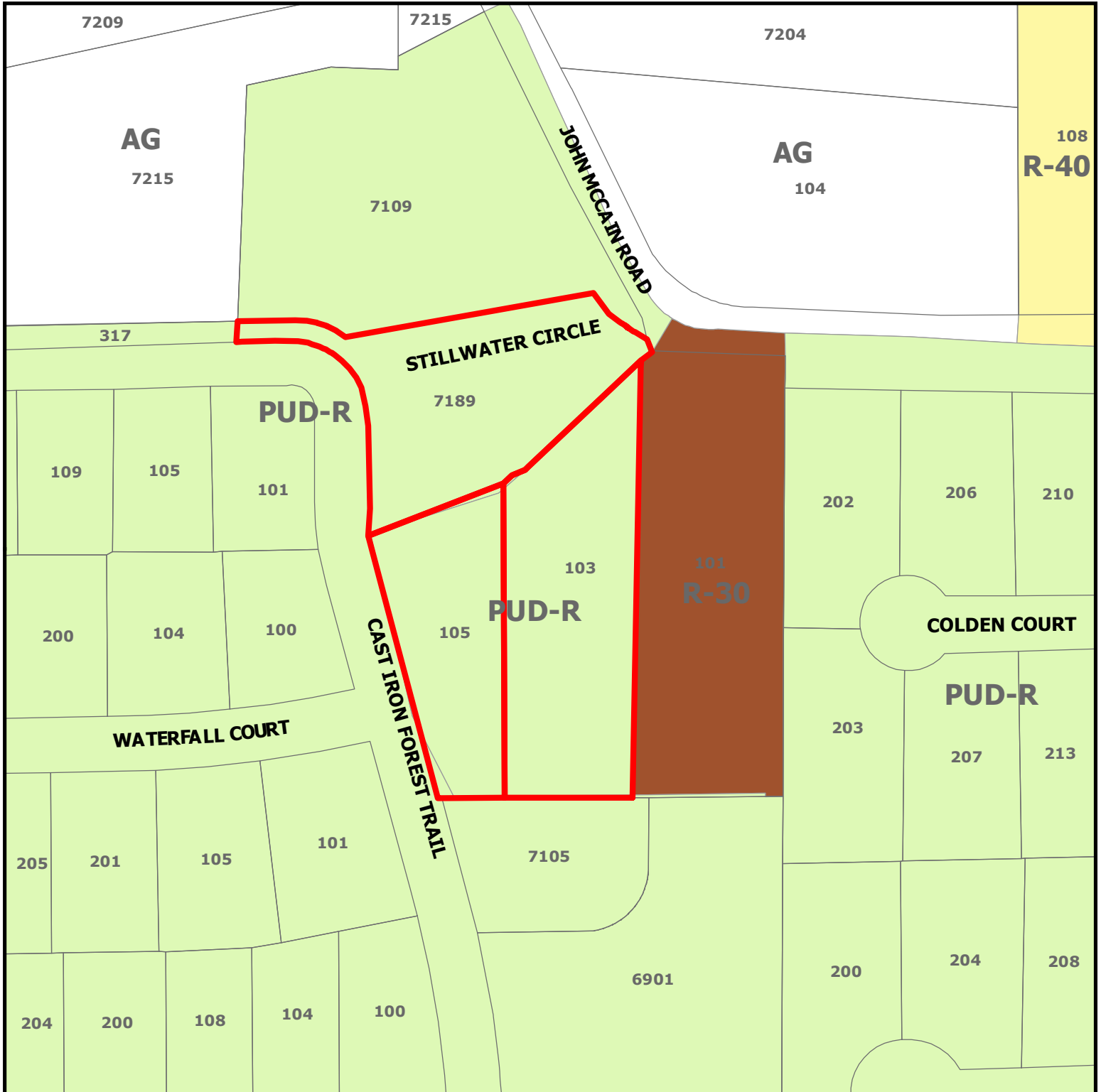
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



PC20-006

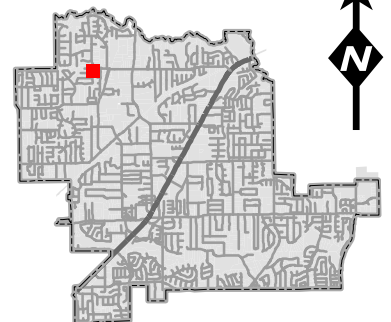
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:

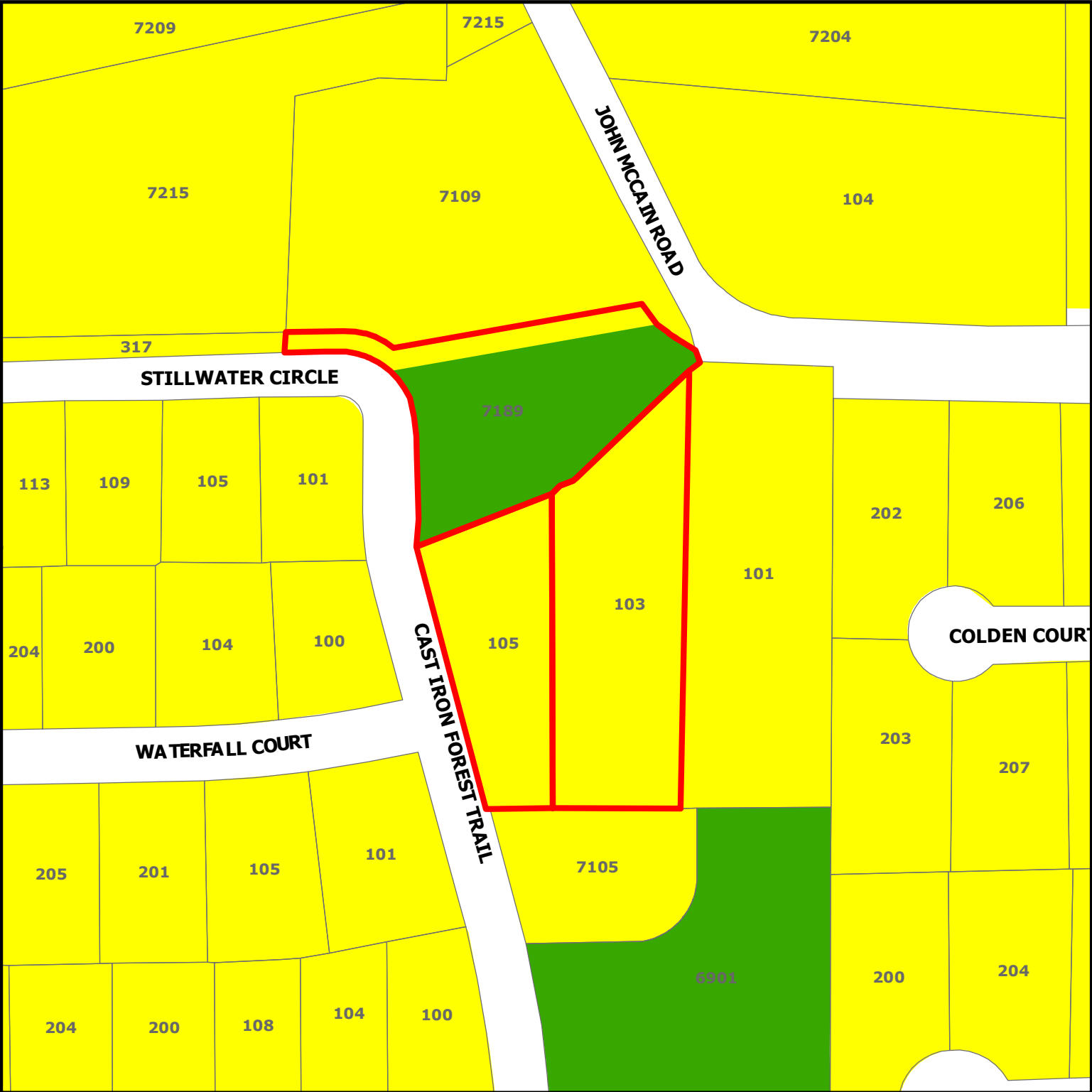
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Subject Property



Future Land Use Map

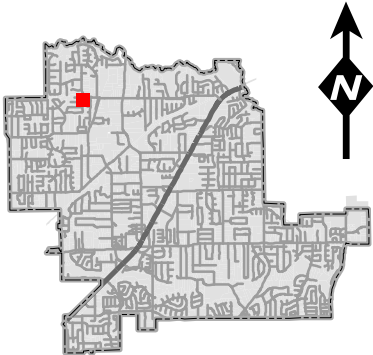


PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:
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-  Subject Property
-  Residential
-  Open Space; Parks



Toll Brothers®

LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 09, 2020

City of Colleyville
c/o Ben Bryner, AICP
100 Main Street
Colleyville, Texas 76034

VIA ELECTRONIC MAIL DELIVERY

Re: Old Grove Phase 2 – Statement of Planning Objectives

Ben:

Below is the Statement of Planning Objectives concerning the plat submission for the replat.

What is clear from a review of the old Niedholt Plat is the right of way dedication did not and does not meet the current standards found in the City of Colleyville Land Development Code (i.e. standard right-of-way width, intersection separation, etc.), Tarrant County Central Appraisal District continues to assess property taxes for the property to Toll Dallas TX, LLC, and no public improvements were constructed in the right-of-way.

According to the City Attorney, staff has reviewed city files and found no indication that the City did or did not formally accept the right-of-way following its dedication for the road easement in the original 1978 plat. There is also no evidence of the City abandoning the ROW since dedication.

Based on the foregoing, and that the right of way dedication in question was by way of the Niedholt Addition final plat (Volume 388-123, Page 64), the proper means of addressing the removal of the platted right of way is to replat Lots 1 and 2, Block 1 of the Neidholt Addition and Lot 2X, Block E of the Old Grove Addition (Cabinet A, Page 9807). The proposed replat of Old Grove Addition Phase II, which will remained tabled on the agenda this evening, addresses this issue and is consistent with the zoning (Ordinance O-04-1475) and in conformance with the current City of Colleyville Land Development Code.

If you have questions or require additional information, please do not hesitate to contact me directly by email at mboswell@tollbrothers.com or by mobile at (972) 672-5228.

Sincerely and respectfully,



Mike Boswell
Toll Brothers

STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS: COUNTY OF TARRANT: That I, LARRY NEIDHOLT, being the owner of the following described property in wit:

ALL that certain tract or parcel of land out of the D. J. Reddo Survey, 4-232, Colleyville, Tarrant County, Texas and being described by notes and bounds as follows:

BEGINNING at a steel rod in the Northeasterly right of way line of County Road 2000 (McCaig Road), by dist call 121.69 feet East and 35.11 feet South 37 degrees 14 minutes East of the Northwest corner of the S. P. Williams Survey;

THENCE South 83 degrees 56 minutes 48 seconds East along the Southerly right of way line of said McCaig Road 105.49 feet to a steel rod;

THENCE South 0 degrees 44 minutes 20 seconds West with fence line, 407.49 feet to a steel rod;

THENCE North 89 degrees 24 minutes 20 seconds West with fence line 299.56 feet to a steel rod;

THENCE North 14 degrees 35 minutes 25 seconds West with fence line, 248.22 feet to a steel rod;

THENCE North 62 degrees 01 minute 10 seconds East 132.1 feet to a steel rod;

THENCE North 51 degrees 30 minutes 50 seconds East 182.5 feet to the place of beginning and containing 2.73 acres of land.

and hereby adopt the attached plat as my plan to subdivide the same to be known as LOTS 1, 2, & 3, BLOCK 1, NEIDHOLT ADDITION, City of Colleyville, Tarrant County, Texas, and the street dedications, easements and building lines are to be as shown on attached plat.

Larry Neidholt
LARRY NEIDHOLT

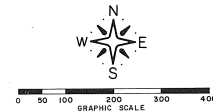
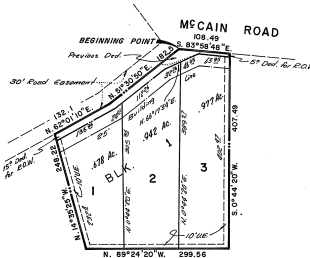
STATE OF TEXAS:

COUNTY OF TARRANT:

Before me, the undersigned, a Notary Public in and for said County and State on this day personally appeared LARRY NEIDHOLT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and Seal of Office this the 24th day of September, 1978.

David C. Moak
DAVID C. MOAK
Notary Public in and for TARRANT COUNTY, TEXAS



Plot Showing
NEIDHOLT ADDITION
Colleyville,
TARRANT COUNTY, TEXAS.

(Being Part of the D. J. REDDO Survey,
Abn. 232)

OWNER-
LARRY R. NEIDHOLT
300 E. REDBUD
HURST, TEXAS
262-2805

APPROVED BY THE PLANNING AND
ZONING COMMISSION FOR THE CITY
OF COLLEYVILLE, TEXAS:

Richard D. Alberty
CHAIRMAN

SECRETARY
DATE *Sept. 23 1978*

Notes:
Occupancy of any tract is prohibited until a septic tank with a capacity of not less than 1,000 gallons and with a drain field of not less than 100 feet per bedrock, or lesser length as authorized prior to recording of this plat, has been installed on each tract and has been inspected and approved by the health officer having jurisdiction.

Notes:
Occupancy of any tract is prohibited until water, satisfactory for human consumption is available from a source on the land, a community source, or a public utility source in an adequate and sufficient supply for daily use and operation of a septic tank and system approved by health officer having jurisdiction.

I DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND STEEL RODS ARE LOCATED ON ALL PROPERTY CORNERS.

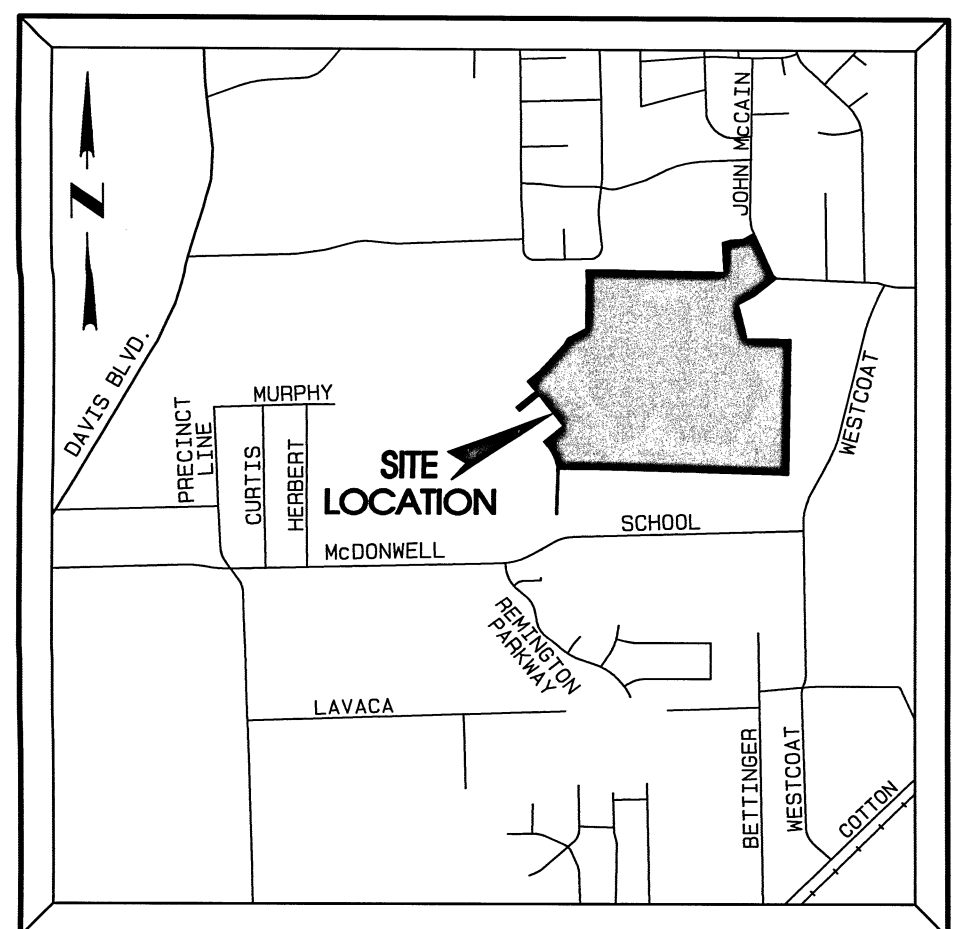
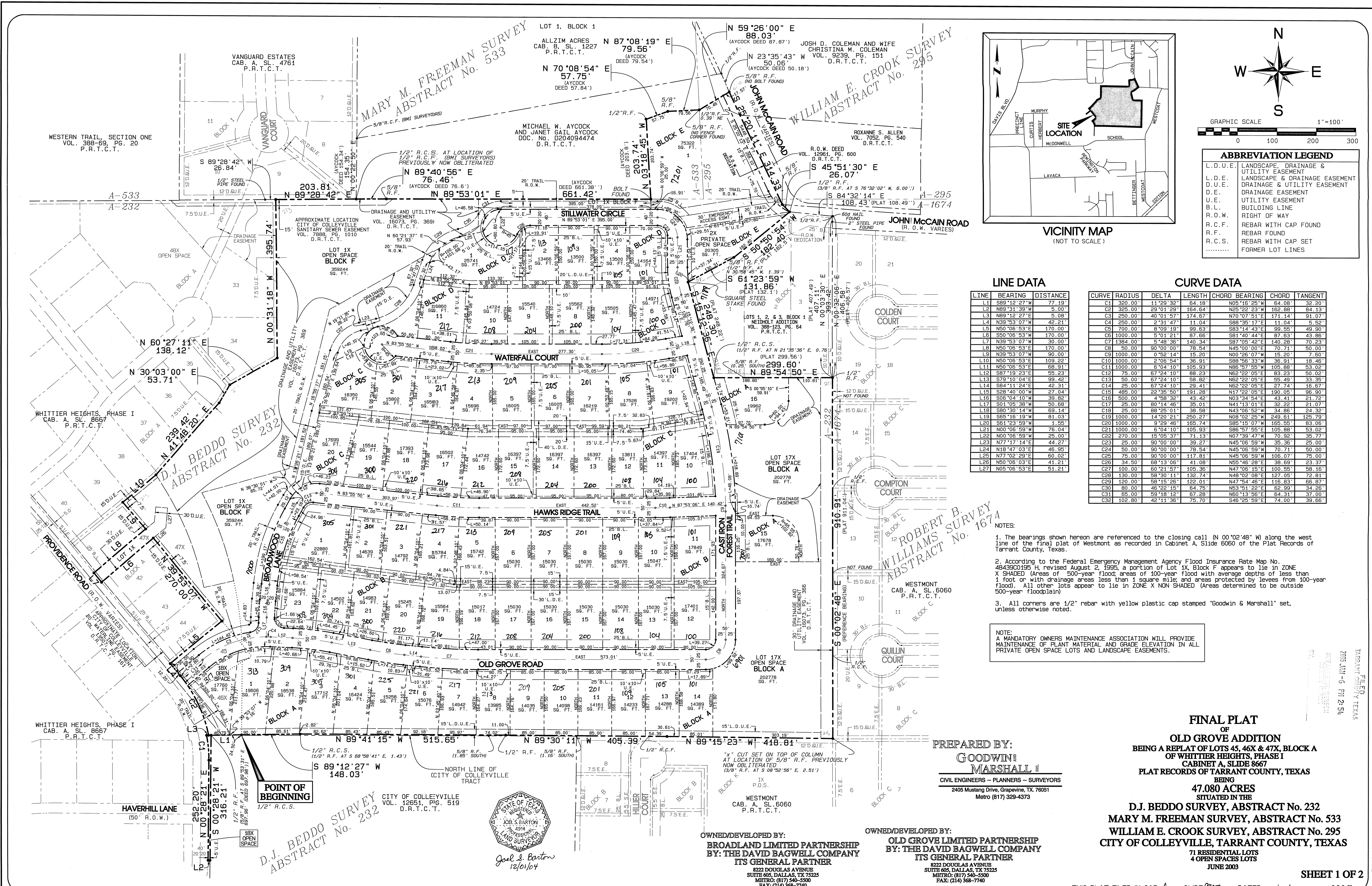
David C. Moak
DAVID C. MOAK
R.F.S. 156

SCALE: 1"=100'
LEGEND
● FOUND STEEL ROD
○ SET STEEL ROD
○ FOUND PINE
○ FOUND ONE DRAIN STAKE
--- POWER OR TELEPHONE LINE
--- FENCE



David C. Moak
DAVID C. MOAK
R.F.S. 156
HURST, TEXAS
Date *9-25-78* 78-981

NEIDHOLT ADDN.



GRAPHIC SCALE 1"=100'

0 100 200 300

ABBREVIATION LEGEND

L.D.U.E.	LANDSCAPE, DRAINAGE & UTILITY EASEMENT
L.D.E.	LANDSCAPE & DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT OF WAY
R.C.F.	REBAR WITH CAP FOUND
R.F.	REBAR FOUND
R.C.S.	REBAR WITH CAP SET
.....	FORMER LOT LINES

LINE DATA

LINE	BEARING	DISTANCE
L1	S89°12'27"W	77.49'
L2	N89°31'39"W	5.00'
L3	N89°12'27"E	5.00'
L4	N39°53'07"W	42.21'
L5	N50°08'53"E	170.00'
L6	S50°08'53"W	170.00'
L7	N39°53'07"E	30.00'
L8	N50°08'53"E	170.00'
L9	N39°53'07"W	90.00'
L10	N50°08'53"E	109.22'
L11	N50°08'53"E	68.31'
L12	S87°19'23"E	55.23'
L13	S79°10'04"E	99.42'
L14	S84°11'24"E	42.31'
L15	S28°40'00"W	27.04'
L16	S06°04'10"W	39.82'
L17	S01°05'38"W	50.68'
L18	S80°30'14"W	69.14'
L19	S65°16'19"W	81.03'
L20	S61°23'59"W	1.55'
L21	N00°08'59"W	76.04'
L22	N00°08'59"W	25.00'
L23	N77°17'14"E	44.27'
L24	N18°47'03"E	46.95'
L25	N77°02'29"E	60.02'
L26	N50°08'03"E	41.21'
L27	N05°06'53"E	51.21'

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT
C1	320.00'	11°29'32"	64.18'	N05°16'25"W	64.08'	32.20'
C2	325.00'	29°01'29"	164.64'	N85°22'23"W	162.88'	84.13'
C3	250.00'	40°01'57"	174.67'	N70°07'51"E	171.14'	91.07'
C4	250.00'	2°31'47"	11.04'	S88°36'17"E	11.04'	5.62'
C5	700.00'	8°09'19"	99.63'	S83°14'43"E	99.55'	49.90'
C6	1000.00'	5°01'21"	87.66'	S81°40'44"E	87.63'	43.86'
C7	1384.00'	5°48'36"	140.34'	S87°05'42"E	140.28'	70.23'
C8	50.00'	90°00'00"	78.54'	N45°00'00"E	70.71'	50.00'
C9	1000.00'	0°52'14"	15.20'	N00°26'07"W	15.20'	7.60'
C10	1000.00'	0°06'54"	36.91'	S89°56'33"W	36.91'	18.46'
C11	1000.00'	6°04'10"	105.93'	N85°57'55"W	105.88'	53.02'
C12	75.00'	67°24'10"	88.23'	N62°22'05"E	83.23'	50.02'
C13	50.00'	67°24'10"	58.82'	N62°22'05"E	55.49'	33.35'
C14	25.00'	67°24'10"	29.41'	N62°22'05"E	27.74'	16.67'
C15	485.00'	22°35'50"	191.28'	N17°22'05"E	190.05'	96.90'
C16	500.00'	4°58'32"	43.42'	N03°34'54"E	43.41'	21.72'
C17	25.00'	80°14'46"	35.01'	N41°13'01"E	32.22'	21.07'
C18	25.00'	88°25'01"	38.58'	N43°06'52"W	34.86'	24.32'
C19	1000.00'	14°20'21"	250.27'	N08°02'25"W	249.61'	125.79'
C20	1000.00'	9°29'46"	165.74'	S85°15'07"W	165.55'	83.06'
C21	1000.00'	6°04'10"	105.93'	S85°57'55"E	105.88'	53.02'
C22	270.00'	15°05'37"	71.13'	N07°39'47"W	70.92'	35.77'
C23	25.00'	90°00'00"	39.27'	N45°06'59"W	35.36'	25.00'
C24	50.00'	90°00'00"	78.54'	N45°06'59"W	70.71'	50.00'
C25	75.00'	90°00'00"	117.81'	N45°06'59"W	105.07'	75.00'
C26	34.50'	68°13'06"	41.08'	N55°46'28"E	38.69'	23.37'
C27	100.00'	60°21'57"	105.36'	N47°06'15"E	100.55'	58.16'
C28	130.00'	58°30'11"	132.74'	N48°02'08"E	127.05'	72.81'
C29	120.00'	58°15'26"	122.01'	N47°54'46"E	116.83'	68.67'
C30	80.00'	46°22'16"	64.75'	N53°51'22"E	62.99'	34.26'
C31	65.00'	59°18'12"	67.28'	N60°13'56"E	64.31'	37.00'
C32	102.80'	42°11'36"	75.70'	S46°25'59"E	74.00'	39.66'

NOTES:

- The bearings shown herein are referenced to the closing call (N 00°02'48" W) along the west line of the final plat of Westmont as recorded in Cabinet A, Slide 6060 of the Plat Records of Tarrant County, Texas.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48439C0195 H, revised August 2, 1995, a portion of Lot 1X, Block F appears to lie in ZONE X SHADED (Areas of 500-year flood areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees from 100-year flood). All other lots appear to lie in ZONE X NON SHADED (Areas determined to be outside 500-year floodplain).
- All corners are 1/2" rebar with yellow plastic cap stamped "Goodwin & Marshall" set, unless otherwise noted.

NOTE:
A MANDATORY OWNERS MAINTENANCE ASSOCIATION WILL PROVIDE MAINTENANCE OF PLANT MATERIAL AND GRADE ELEVATION IN ALL PRIVATE OPEN SPACE LOTS AND LANDSCAPE EASEMENTS.

PREPARED BY:

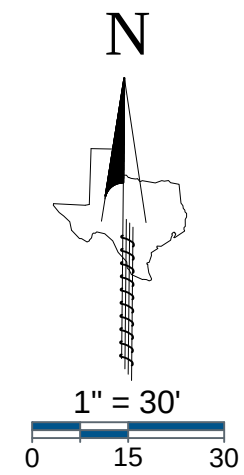
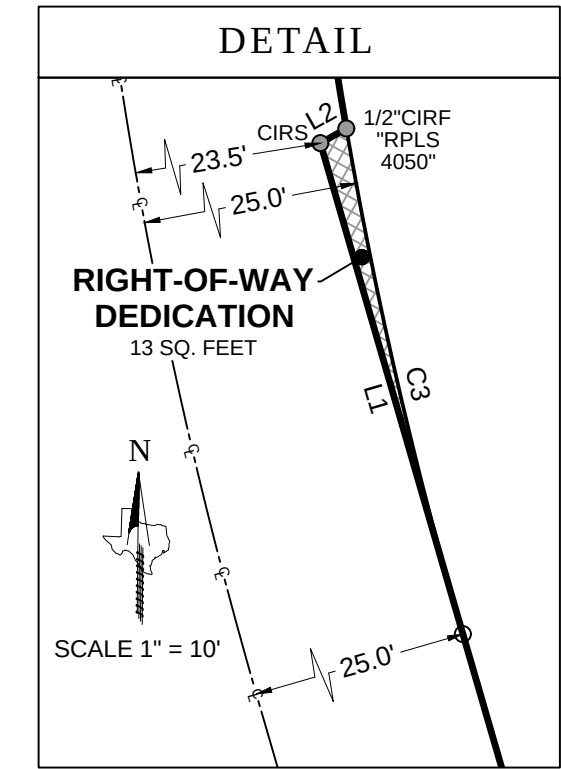
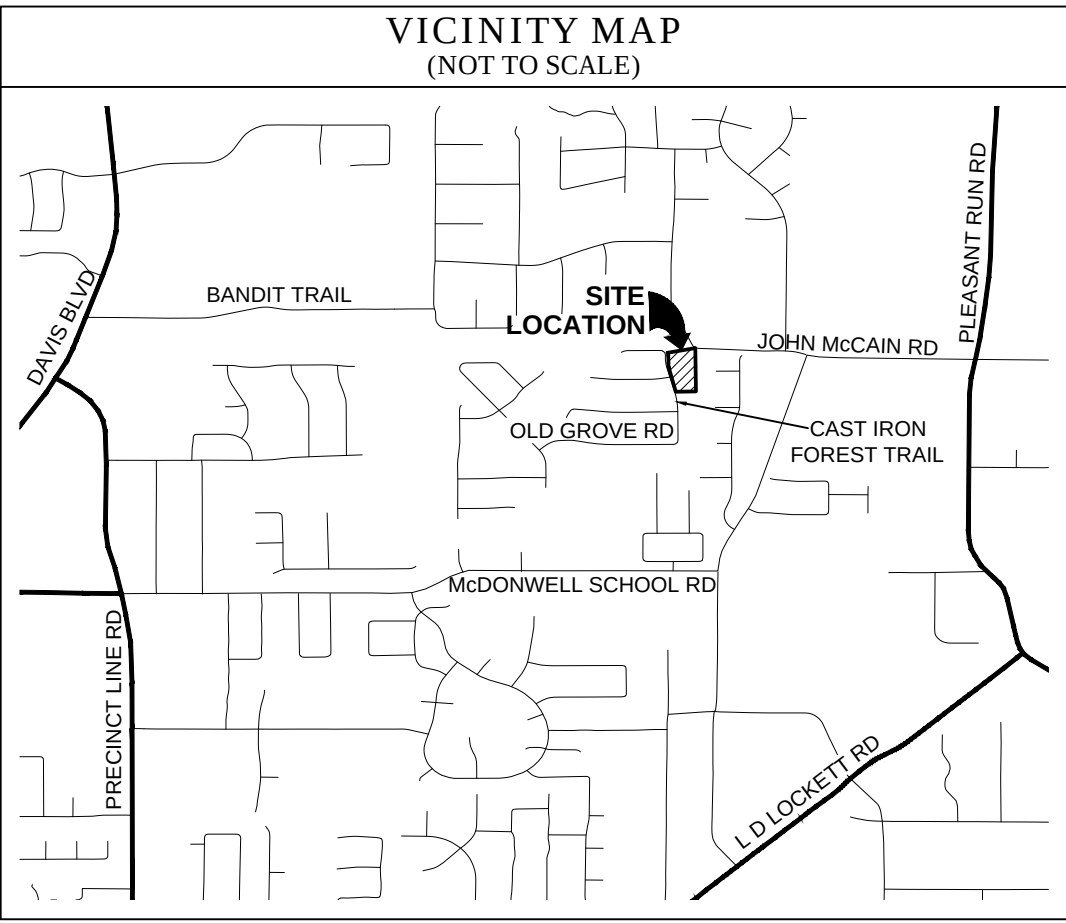
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2405 Mustang Drive, Grapevine, TX 76061
Metro (817) 329-4373

OWNED/DEVELOPED BY:

BROADLAND LIMITED PARTNERSHIP
BY: THE DAVID BAGWELL COMPANY
ITS GENERAL PARTNER
8222 DOUGLAS AVENUE
SUITE 605, DALLAS, TX 75225
METRO: (817) 540-5500
FAX: (214) 368-7740

OLD GROVE LIMITED PARTNERSHIP
BY: THE DAVID BAGWELL COMPANY
ITS GENERAL PARTNER
8222 DOUGLAS AVENUE
SUITE 605, DALLAS, TX 75225
METRO: (817) 540-5500
FAX: (214) 368-7740

FINAL PLAT
OF
OLD GROVE ADDITION
BEING A REPLAT OF LOTS 45, 46X & 47X, BLOCK A OF WHITTIER HEIGHTS, PHASE I
CABINET A, SLIDE 8667
PLAT RECORDS OF TARRANT COUNTY, TEXAS
BEING
47,080 ACRES
SITUATED IN THE
D.J. BEDDO SURVEY, ABSTRACT No. 232
MARY M. FREEMAN SURVEY, ABSTRACT No. 533
WILLIAM E. CROOK SURVEY, ABSTRACT No. 295
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS
71 RESIDENTIAL LOTS
4 OPEN SPACE LOTS
JUNE 2003



GENERAL NOTES

- The purpose of this plat is to reconfigure former Lots 1 & 2 of the Neidholt Addition to face Cast Iron Forest Trail instead of John McCain Road.
- This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated September 25, 2009 as shown on Map Number 48439C0095K.
- The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- DRAINAGE EASEMENT RESTRICTION:** No construction of filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of property affected by such construction becoming a party to the request. Where construction is permitted. All finished floor elevations shall be a minimum of two (2) feet above the 100-year flood elevation.
- UTILITY EASEMENTS:** Any public utility, including the City of Colleyville, shall have the right to move and keep removed all part of any building, fence, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the utility easements shown on the plat, and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said utility easement of the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- The maintenance of all drainage and utility easements located on private property are the responsibility of the owner.
- Open Space Lot 3X, Block A, to be maintained by HOA.

LEGEND

PG = PAGE
VOL = VOLUME
CAB = CABINET
POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
CIRF = CAPPED IRON ROD FOUND
CIRS = CAPPED IRON ROD SET
DOC. NO. = DOCUMENT NUMBER
D.R.D.C.T. = DEED RECORDS,
DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,
DENTON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°10'52" W	26.62'
L2	N 60°22'47" E	1.55'
L3	S 80°18'51" W	30.68'
L4	N 27°26'57" W	30.45'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.35'	245.00'	8°44'07"	N 05°27'39" W	37.32'
C2	29.38'	75.00'	22°26'39"	N 12°19'05" W	29.19'
C3	27.04'	244.70'	6°19'50"	S 12°58'57" E	27.02'

PLANNING AND ZONING COMMISSION APPROVAL

Whereas, the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas, the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, **TOLL DALLAS TX, LLC**, is the owner of a 2.20 acre tract of land out of the D.J. Beddo Survey, Abstract Number 232, City of Colleyville, Tarrant County, Texas, being all of Lot 2X, Block E of Old Grove Addition, a subdivision of record in Cabinet A, Page 9807 of the Plat Records of Tarrant County, Texas, all of Lots 1 and 2, Block 1, and a portion of a Right-of-Way Dedication of Neidholt Addition, a subdivision of record in Volume 388-123, Page 64 of said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found in the East Right-of-Way line of Cast Iron Forest Road (Variable Width R.O.W.) being the Northwest corner of Lot 16, Block A of Old Grove Addition, also being the Southwest corner of Lot 1, Block 1 of Neidholt Addition;

THENCE, N16°10'52"W, along the East Right-of-Way line of Cast Iron Forest Road being the West line of Lot 1, Block 1 of Neidholt Addition in part, also being the West line of the Right-of-Way Dedication of Neidholt Addition a distance of 248.30 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of the Right-of-Way Dedication of Neidholt Addition;

THENCE, N60°22'47"E, along the East Right-of-Way line of Cast Iron Forest Road being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 1.55 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 4050" found at the Southwest corner of Lot 2X, Block E of Old Grove Addition, also being the beginning of a non-tangent curve to the right;

THENCE, leaving the North line of the Right-of-Way dedication of Neidholt Addition along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the right, having a radius of 75.00 feet, a chord bearing of N05°27'39"W, a chord length of 37.32 feet, a delta angle of 08°44'07", an arc length of 37.35 feet to a 1/2" iron rod with yellow plastic cap stamped "BEASLEY" found;

THENCE, N01°05'15"W, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, a distance of 71.04 feet to a 1/2" iron rod at the beginning of a non-tangent curve to the left;

THENCE, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the left, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N80°18'50"E, along the South line of Lot 1, Block E of Old Grove Addition being the North line of Lot 2X, Block E of Old Grove Addition, a distance of 267.95 feet to a 1/2" iron rod found in the Southwest Right-of-Way line of John McCain Road (Variable Width Right-of-Way) being the Southeast corner of Lot 1, Block E of Old Grove Addition, also being the East corner of Lot 2X, Block E of Old Grove Addition, also being a point in the North line of the Right-of-Way Dedication of Neidholt Addition;

THENCE, S85°34'15"E, along the Southwest Right-of-Way line of John McCain Road, being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 2.63 feet to a 1/2" iron rod with green cap stamped "EAGLE SURVEYING" set at the Northeast corner hereof;

THENCE, S00°51'07"E, leaving the South Right-of-Way line of John McCain Road, over and across the Right-of-Way dedication of Neidholt Addition in part, passing the Northwest corner of Lot 3, Block 1 of Neidholt Addition, being the Northeast corner of Lot 2, Block 1 of Neidholt Addition, continuing along the West line of Lot 3, Block 1 of Neidholt Addition, being the East line of Lot 2, Block 1 of Neidholt Addition, a distance of 417.47 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of Lot 17X, Block A of Old Grove Addition being the Southwest corner of Lot 3, Block 1 of Neidholt Addition, also being the Southeast corner of Lot 2, Block 1 of Neidholt Addition;

THENCE, S89°00'13"W, along the South lines of Lots 2 and 1, Block 1 of Neidholt Addition, being the North line of Lot 17X, Block A of Old Grove Addition in part, also being the North line of Lot 16, Block A of Old Grove Addition in part, a distance of 194.02 feet to the **POINT OF BEGINNING** and containing an area of 2.20 Acres, or (95815 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **TOLL DALLAS TX, LLC**, does hereby adopt this plat, designating herein described property as **OLD GROVE ADDITION, PHASE II** an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

OWNER: **TOLL DALLAS TX, LLC**, a Texas limited liability company

BY: _____
Authorized Agent Date

NAME: _____
Print name

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 2020.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Colleyville, Tarrant County, Texas.

PRELIMINARY
this document shall not be recorded
for any purpose and shall not be
used or viewed or relied upon as a
final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

REPLAT OLD GROVE ADDITION, PHASE II LOTS 1-3X, BLOCK 1 2.20 ACRES

A REPLAT OF LOTS 1 & 2, BLOCK 1 OF NEIDHOLT ADDITION
RECORDED IN VOLUME 388-123, PAGE 64, P.R.T.C.T.
AND LOT 2X, BLOCK E OF OLD GROVE ADDITION
RECORDED IN CABINET A, PAGE 9807, P.R.T.C.T.,
D.J. BEDDO SURVEY, ABSTRACT NO. 232,
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Project

1912.003-01

Date

08/17/2020

Drafter

TAR



EAGLE SURVEYING, LLC

210 S. Elm Street, Suite: 104

Denton, TX 76201

(940) 222-3009

TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite 104
Denton, TX 76201
(940) 222-3009

ENGINEER
Pape-Dawson Engineers, Inc.
One Ridgmar Centre
6500 West Fwy, Suite 700
Fort Worth, TX 76116
(817) 870-3668

OWNER
Toll Dallas TX, LLC
2557 Grapevine Parkway, Suite 100
Grapevine, TX 76051
(817) 329-8770

RESOLUTION R-21-4574

**A RESOLUTION APPROVING ABANDONMENT
OF A 15 FOOT RIGHT-OF-WAY**

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

Sec. 1. THAT the abandonment of a 15 foot right-of-way on Lots 1 & 2, Block 1, of the Neidholt Addition, and associated with a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition on approximately 2.20 acres as shown and described per the attached as Exhibits "A" & "B", is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 5th DAY OF JANUARY 2021.

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

REPLAT
OLD GROVE ADDITION, PHASE II
 LOTS 1-3X, BLOCK 1
 2.20 ACRES



Exhibit "B" – Statement of Planning Objectives

Toll Brothers LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 09, 2020

City of Colleyville
c/o Ben Bryner, AICP
100 Main Street
Colleyville, Texas 76034

VIA ELECTRONIC MAIL DELIVERY

Re: Old Grove Phase 2 – Statement of Planning Objectives

Ben:

Below is the Statement of Planning Objectives concerning the plat submission for the replat.

What is clear from a review of the old Niedholt Plat is the right of way dedication did not and does not meet the current standards found in the City of Colleyville Land Development Code (i.e. standard right-of-way width, intersection separation, etc.), Tarrant County Central Appraisal District continues to assess property taxes for the property to Toll Dallas TX, LLC, and no public improvements were constructed in the right-of-way.

According to the City Attorney, staff has reviewed city files and found no indication that the City did or did not formally accept the right-of-way following its dedication for the road easement in the original 1978 plat. There is also no evidence of the City abandoning the ROW since dedication.

Based on the foregoing, and that the right of way dedication in question was by way of the Niedhold Addition final plat (Volume 388-123, Page 64), the proper means of addressing the removal of the platted right of way is to replat Lots 1 and 2, Block 1 of the Neidholt Addition and Lot 2X, Block E of the Old Grove Addition (Cabinet A, Page 9807). The proposed replat of Old Grove Addition Phase II, which will remained tabled on the agenda this evening, addresses this issue and is consistent with the zoning (Ordinance O-04-1475) and in conformance with the current City of Colleyville Land Development Code.

If you have questions or require additional information, please do not hesitate to contact me directly by email at mboswell@tollbrothers.com or by mobile at (972) 672-5228.

Sincerely and respectfully,



Mike Boswell
Toll Brothers



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 3/2/2021

Number Resolution R-21-4575

Type Resolution

Department Community Development

Title

Consideration of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, being Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition, located at 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail, Case PC20-006

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Matt Maly, the applicant, requests approval of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition on approximately 2.20 acres, located at 105 & 103 John McCain Road and 7189 Cast Iron Forest Trail. The applicant proposes to combine and redevelop 2 lots, an old right-of-way area, and an open space lot into 2 single-family residential lots and an open space lot. The old right-of-way area is requested to be abandoned separately.

Existing Conditions/Background: The subject property is currently zoned PUD-R Planned Unit Development – Residential district and is a combination of Lots 1 & 2, Block 1, Neidholt Addition, an old right-of-way area, and Lot 2X, Block E, Old Grove Addition. The property is generally located east of Cast Iron Forest Trail and southwest of John McCain Road as it turns north. The property is currently undeveloped. The plat up for consideration proposes to combine and redevelop the property for future residential development on 2 lots and an open space lot.

Lot Dimensions and Setbacks:

Per Ordinances O-04-1475, Lot Requirements and Setbacks, the PUD zoning regulations require the following standards:

Minimum Lot Area: 13,000 square feet

Average Lot Area: 16,000 square feet

Minimum Lot Width: 90 feet

Minimum Lot Depth: 120 feet

Minimum Front Yard Setback: 25 feet

Minimum Side Yard Setbacks: 10 feet

Minimum Rear Yard Setback: 25 feet

As submitted, the proposed plat meets all of the requirements of the PUD-R zoning and the Land Development Code.

Surrounding Development: The properties to the north, south, and west are zoned PUD-R Planned Unit Development – Residential district and primarily developed with single family homes. The property to the east is zoned R-30 Single Family Residential district and developed with a single family home. There is a large retention/detention pond adjacent to the south.

Analysis: The property is located at the northeast side of the Old Grove neighborhood. The PUD-R zoning approved in 2004 originally planned for 4 lots. The proposal has reduced the lot number to 2 lots for single-family residential development.

The proposed Replat also includes a small open space lot adjacent to an existing Emergency Access Easement and drive lane.

Finally, an old right-of-way area is currently unused with no improvements existing. The applicant has requested that the right-of-way area be abandoned. This request is reviewed by the City Council and is scheduled on the same agenda as this plat item.

DRC Comments-Drainage and Engineering: The current drainage does not meet City of Colleyville standards. The proposed design reroutes storm water onto drainage easements where it never previously flowed through and wasn't designed to convey. The proposed improvement does not analyze existing flows within those drainage easements and therefore is not sized correctly. The proposed improvements would also be built in part over an existing City of Colleyville improved underground storm drain system, thereby making maintenance on said system impossible without having to remove the proposed improvements. Any proposed improvements must provide access to the existing underground system or upgrade the underground system.

Engineering Comments per September 4, 2020 DRC Submittal:

The supporting drainage documents from Westmont (September 2000) and Old Grove (March 2004) do not prove the existence of the channel section "C" between lots 101 John McCain and 203 Colden Court. In the construction of Westmont (2000), I agree

that the plans show the channel section "C" with a capacity of 54.4 CFS. However when the same developer came in and developed Old Grove 2004, they piped the water underground that the channel was designed to convey. The underground system was installed in the same location as the channel. The 2004 plans didn't require the re-establishment of the channel. Therefore, it is very likely that the channel no longer exists or has a reduced capacity. LIDAR topography doesn't support it conclusively nor does the later plan set. If they intend to use the channels from Westmont (2000), they will need to show that the channel still exists or provide construction plans for its reinstallation. Also at the bend of their system to the north, they need to show how their design doesn't impede the additional flow shown in the Westmont 2000 flow in channel section "B" from the south which may or may not exist as well.

Currently the plans are still incomplete due to the assumptions that are being made.

Engineering Comments per October 12, 2020 DRC Submittal:

The grading and drainage plans substantially conform with the requirements of the Land Development Code (LDC). As this is a small 2 parcel plat the increase in runoff is relatively small and easily accommodated through their design and detention pond.

Their design reroutes the discharge onto Old Grove Addition Block A Lot 17X open space which is an HOA maintained Common Space Lot, which was platted in its entirety as a drainage easement. Does this designation as a drainage easement allow adjacent developers to reroute water onto this property at their discretion? This property never previously received this flow. The existing topography and natural drainage had the water crossing property at 101 John McCain Rd. Staff needs a legal interpretation of Texas Water Code 11.086.

Public works had also requested an additional Access Easement across the northern edge Lot 3X in consideration for the Right of Way Abandonment of Right of Way Dedication Vol. 388-123, PG 64 P.R.T.C.T requested on Lots 1 and 3X. Although there is an existing 29' Trail Easement at the northeast corner of these lots, to facilitate construction due to grade issues on the south side of Old Grove Addition Block E lot 1 the City has requested an additional 10' Access easement across the north edge of Lot 3X.

Finally of consideration, these lots have come before P&Z and City Council for consideration in the past. Although the first statement is based on the LDC, the legal issues and the will of P&Z and City Council from those previous meetings need to be reviewed by those bodies relative to the drainage design prior to re-platting.

Engineering Comments per November 16, 2020 DRC Submittal

The Development Review Committee offers the following comments specific to

Drainage/Engineering:

1. There are no comments regarding the ROW abandonment.
2. There are concerns with the existing plan for drainage at this time. There is an underground storm pipe that exists along the western property line of 203 Colden Ct. At minimum, this needs to be maintained. The following scenario is expected (with appropriate engineering data):
 1. Redesign & upsize the current underground storm drain pipe to accommodate the additional flow of the 2 proposed lots. With the upsizing of the pipe, evaluate the possibility of routing the flow from the 2 proposed lots to the existing pond. If possible, this potentially would satisfy citizen & Council concerns.
 2. If the pond does not allow for accepting the additional water, the water is then expected to be taken underground prior to the location where the flow leaves the HOA property onto the 203 Colden Ct drainage easement.

Although a drainage easement exists on the lot addressed as 203 Colden Ct, this drainage easement was put into place in 2000 when Westmont Subdivision was built and the property to the west, now Old Grove Subdivision, was undeveloped. In 2004 the same developer came in developing Old Gove and moved the water in the drainage easement underground. Although a small amount of the original 54.4 cfs coming off Old Grove still flows overland and causes issues at 203 Colden Ct, the overland flow was greatly reduced. The property owner's home was completed in 2014. Therefore they have never seen or been accustomed to the proposed overland flows in this drainage easement. Since the majority of the flow in this easement has been underground for the past 16 or so years, I believe that the flows for 103 and 105 John McCain should respect that precedent and also be taken underground at the location where the flow leaves the HOA property onto the 203 Colden Ct drainage easement.

Although the drainage flow has been reduced to the pre-developed rate, it has, however, been concentrated further south than pre-developed flows. And some of the over land flowed onto 202 Colden Ct before flowing south back to the inlet at the north west corner of 203 Colden Ct. This reroute of water in the associated drainage flume represent an adverse displacement on the owners of 203 Colden Ct.

The current underground storm drain pipe that connects the Old Grove HOA Pond to the Colden Ct storm drain is at capacity and would require redesign and upsizing to accommodate the additional flow. For this reason, routing the flow through the HOA pond may not be practical. However, if the underground pipe was upsized it might allow the flow to be routed through the pond. I have had discussions with some of the engineers involved and City Council members. The engineers have claimed that the pond system is undersized. I have not seen their calculations and therefore have not reviewed the calculations to prove or disprove that contention. Until I can review

these calculations, we are just taking them at their word. I also have heard that City Council wants this storm water routed through the existing pond system. I feel I need to review all possible solutions before I can make further recommendations.

Fees: Park Land Dedication fees are required in the amount of \$1,802 per residential lot. Park Land Dedication fees are due prior to filing the plat for record. Impact Fees are also required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit.

Tree Preservation: Any subdivision of the subject property must comply with Chapter 5 (Tree Preservation) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

Public Notification: Staff mailed notices to all property owners within 500 feet of the subject property. Notice was published in the Fort Worth Star-Telegram as required by State law and the Land Development Code. The City has received three letters of opposition by adjacent property owners.

Staff Recommendation: Staff recommends denial. The proposed Replat does not meet the technical requirements of the Land Development Code.

Planning & Zoning Commission Recommendation: The Planning & Zoning Commission recommended denial of the Replat at their December 14, 2020 meeting by a vote of 4-0.

Financial Impact

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

Recommendation

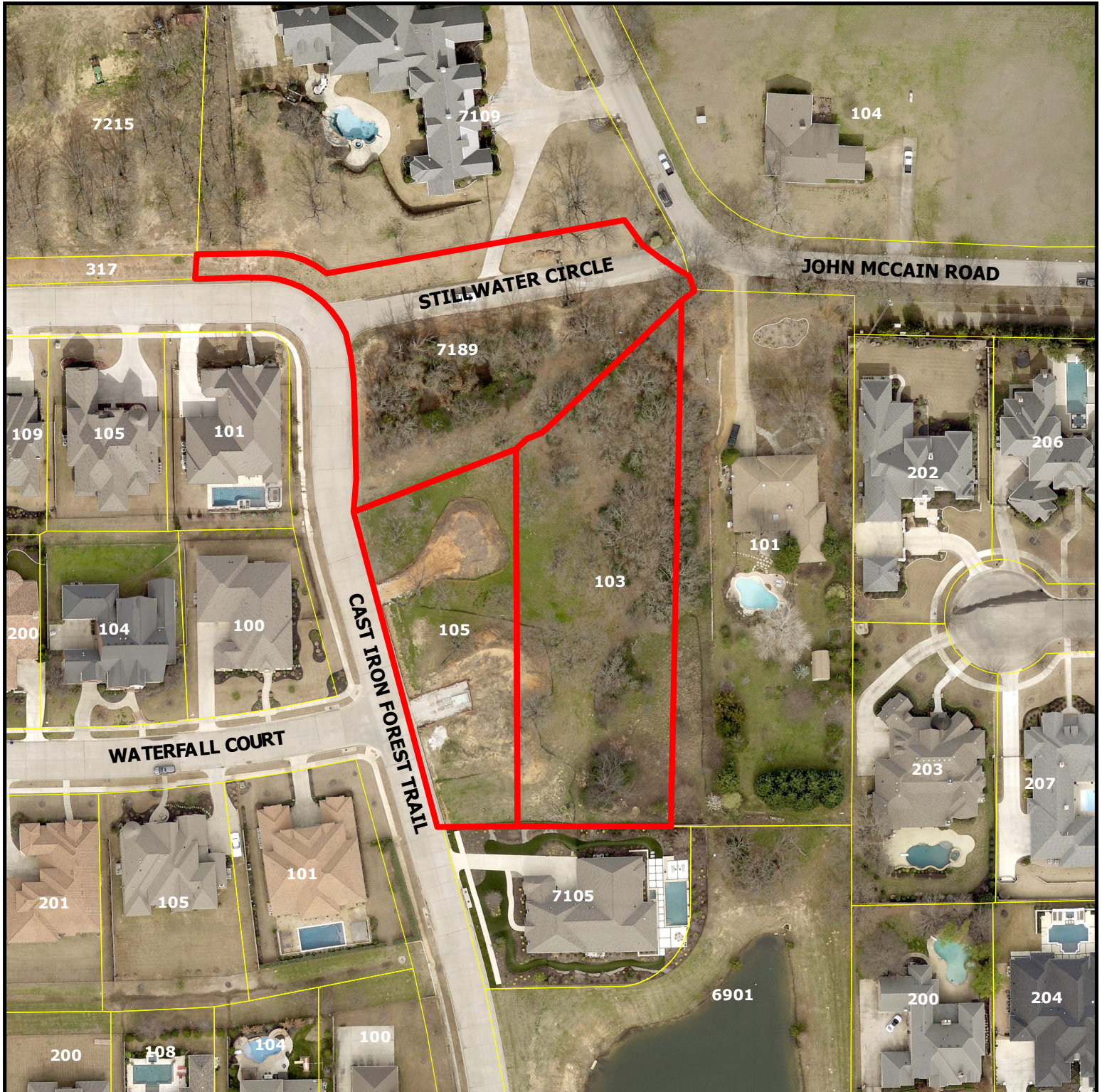
Denial

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Grading Plan with Aerial
6. Civil Plans
7. Tree Mitigation Plans

8. Notification Map
9. Notification List
10. Property Owner Notification
11. Letters of Opposition
12. Resolution R-21-4575

Aerial Map



PC20-006

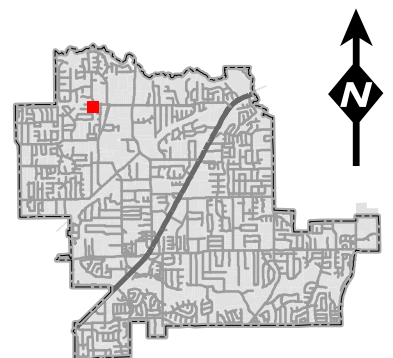
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest
Trl**

DISCLAIMER:

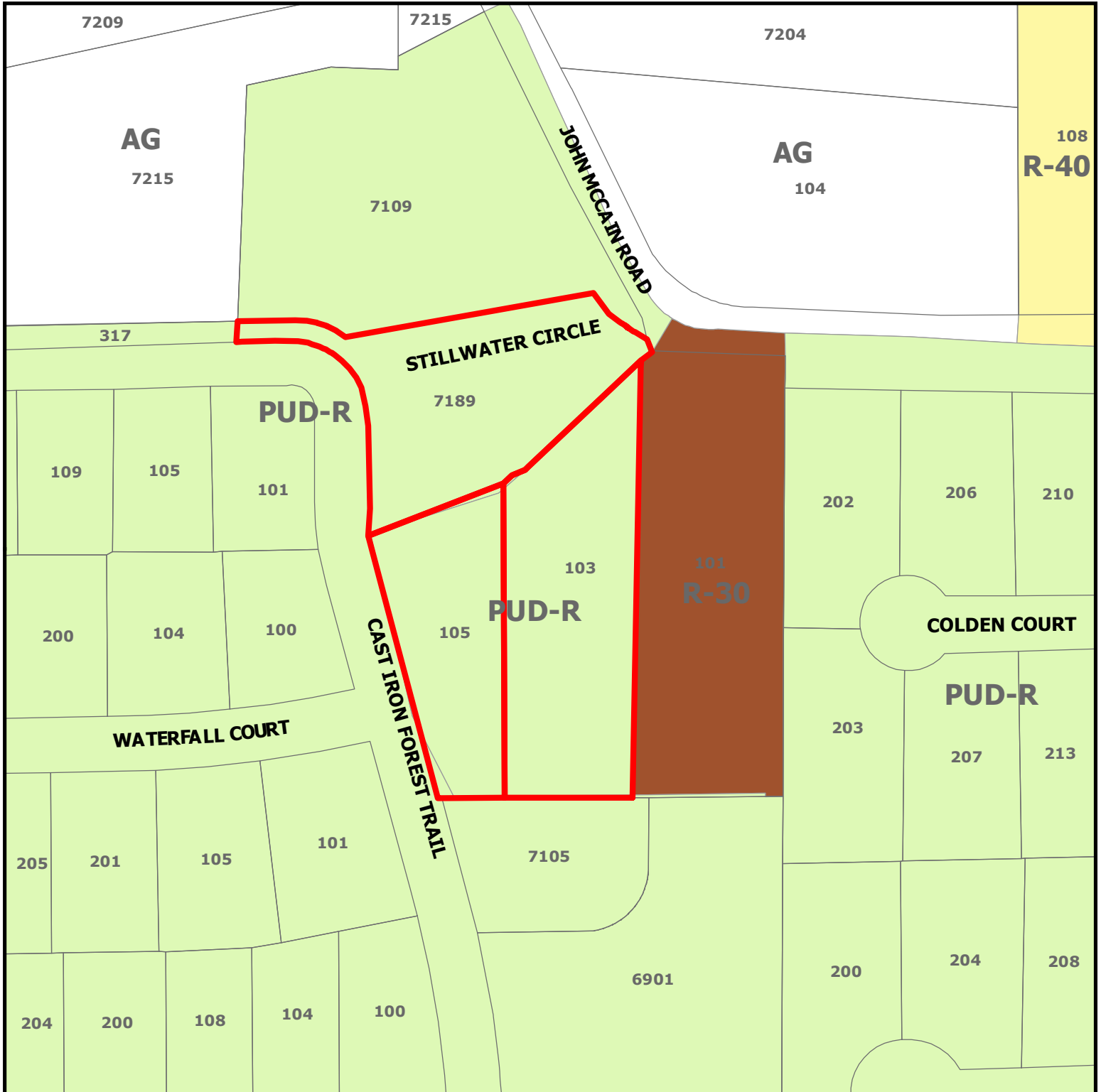
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



PC20-006

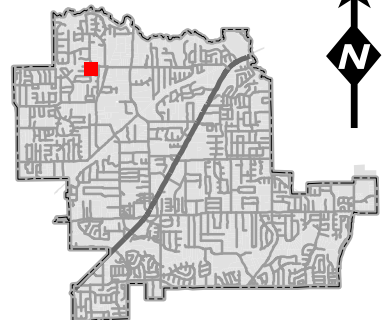
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:

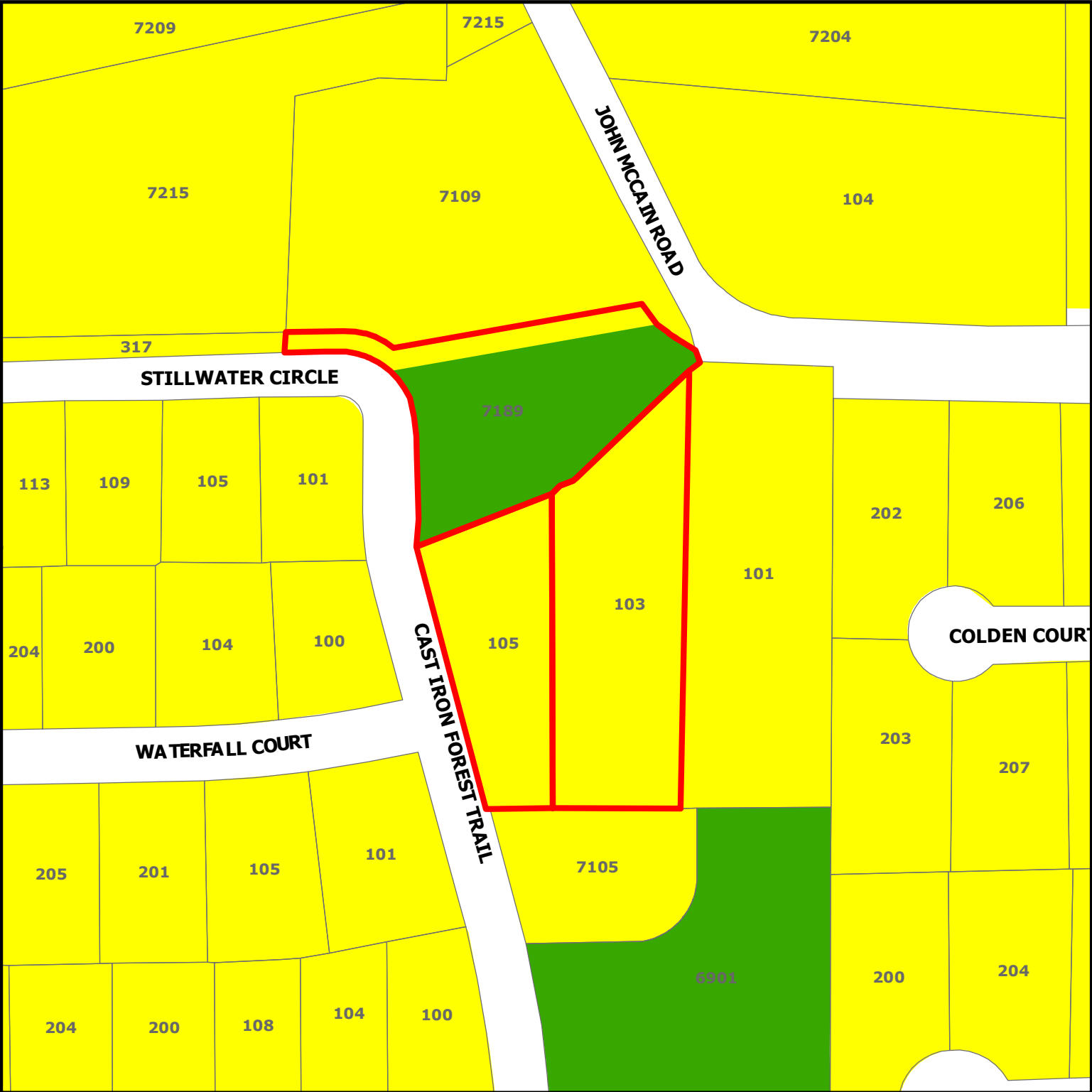
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Subject Property



Future Land Use Map

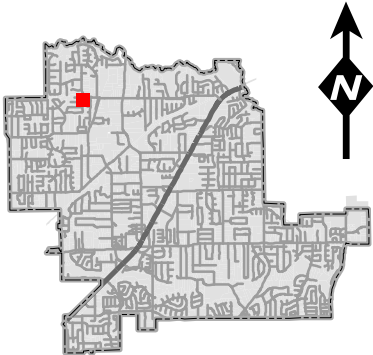


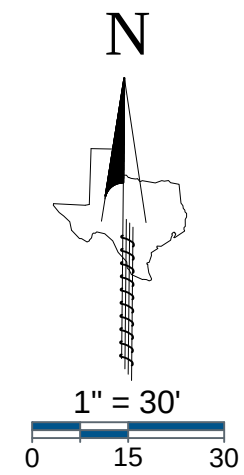
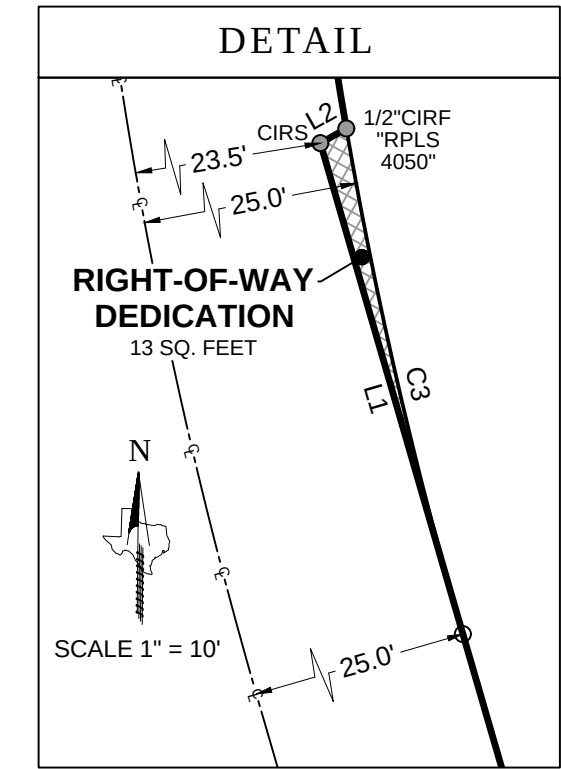
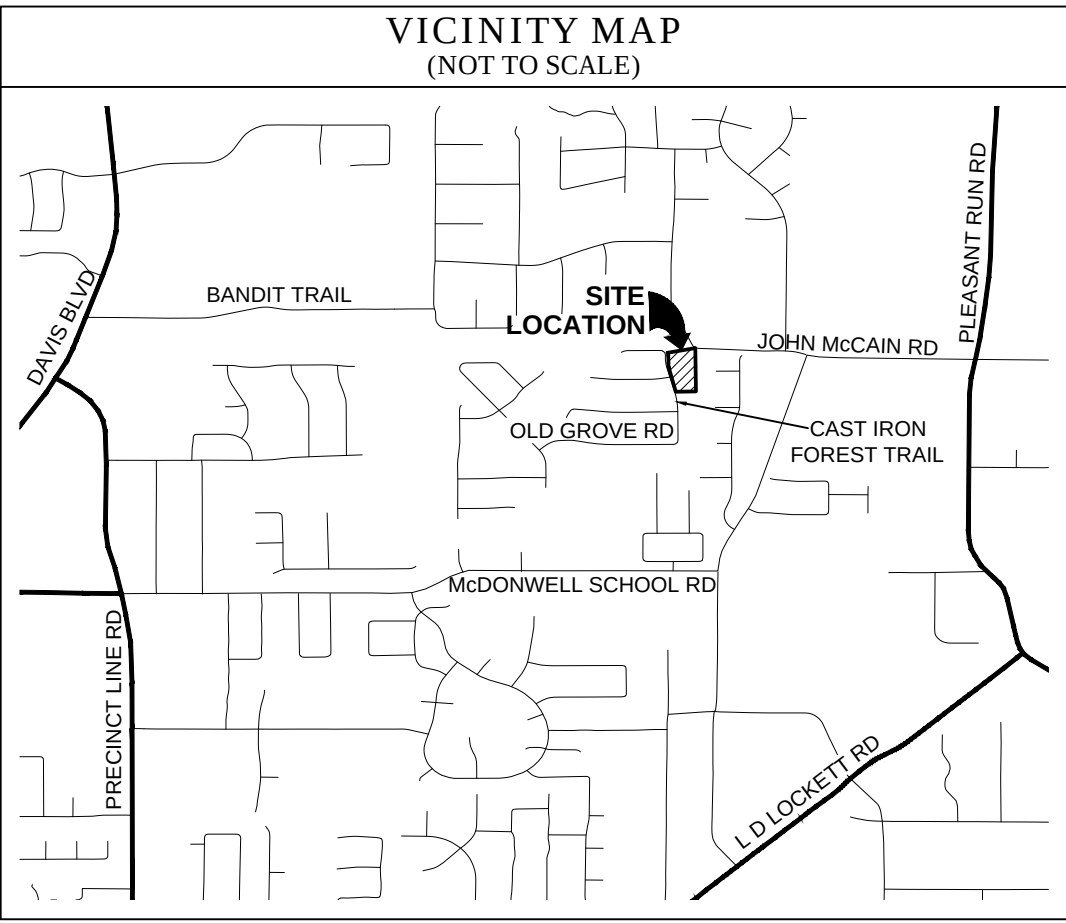
PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

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-  Subject Property
-  Residential
-  Open Space; Parks





GENERAL NOTES

- The purpose of this plat is to reconfigure former Lots 1 & 2 of the Neidholt Addition to face Cast Iron Forest Trail instead of John McCain Road.
- This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated September 25, 2009 as shown on Map Number 48439C0095K.
- The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- DRAINAGE EASEMENT RESTRICTION:** No construction of filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of property affected by such construction becoming a party to the request. Where construction is permitted. All finished floor elevations shall be a minimum of two (2) feet above the 100-year flood elevation.
- UTILITY EASEMENTS:** Any public utility, including the City of Colleyville, shall have the right to move and keep removed all part of any building, fence, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the utility easements shown on the plat, and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said utility easement of the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- The maintenance of all drainage and utility easements located on private property are the responsibility of the owner.
- Open Space Lot 3X, Block A, to be maintained by HOA.

LEGEND

PG = PAGE
VOL = VOLUME
CAB = CABINET
POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
CIRF = CAPPED IRON ROD FOUND
CIRS = CAPPED IRON ROD SET
DOC. NO. = DOCUMENT NUMBER
D.R.D.C.T. = DEED RECORDS,
DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,
DENTON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°10'52" W	26.62'
L2	N 60°22'47" E	1.55'
L3	S 80°18'51" W	30.68'
L4	N 27°26'57" W	30.45'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.35'	245.00'	8°44'07"	N 05°27'39" W	37.32'
C2	29.38'	75.00'	22°26'39"	N 12°19'05" W	29.19'
C3	27.04'	244.70'	6°19'50"	S 12°58'57" E	27.02'

PLANNING AND ZONING COMMISSION APPROVAL

Whereas, the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas, the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, **TOLL DALLAS TX, LLC**, is the owner of a 2.20 acre tract of land out of the D.J. Beddo Survey, Abstract Number 232, City of Colleyville, Tarrant County, Texas, being all of Lot 2X, Block E of Old Grove Addition, a subdivision of record in Cabinet A, Page 9807 of the Plat Records of Tarrant County, Texas, all of Lots 1 and 2, Block 1, and a portion of a Right-of-Way Dedication of Neidholt Addition, a subdivision of record in Volume 388-123, Page 64 of said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found in the East Right-of-Way line of Cast Iron Forest Road (Variable Width R.O.W.) being the Northwest corner of Lot 16, Block A of Old Grove Addition, also being the Southwest corner of Lot 1, Block 1 of Neidholt Addition;

THENCE, N16°10'52"W, along the East Right-of-Way line of Cast Iron Forest Road being the West line of Lot 1, Block 1 of Neidholt Addition in part, also being the West line of the Right-of-Way Dedication of Neidholt Addition a distance of 248.30 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of the Right-of-Way Dedication of Neidholt Addition;

THENCE, N60°22'47"E, along the East Right-of-Way line of Cast Iron Forest Road being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 1.55 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 4050" found at the Southwest corner of Lot 2X, Block E of Old Grove Addition, also being the beginning of a non-tangent curve to the right;

THENCE, leaving the North line of the Right-of-Way dedication of Neidholt Addition along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the right, having a radius of 75.00 feet, a chord bearing of N05°27'39"W, a chord length of 37.32 feet, a delta angle of 08°44'07", an arc length of 37.35 feet to a 1/2" iron rod with yellow plastic cap stamped "BEASLEY" found;

THENCE, N01°05'15"W, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, a distance of 71.04 feet to a 1/2" iron rod at the beginning of a non-tangent curve to the left;

THENCE, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the left, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N80°18'50"E, along the South line of Lot 1, Block E of Old Grove Addition being the North line of Lot 2X, Block E of Old Grove Addition, a distance of 267.95 feet to a 1/2" iron rod found in the Southwest Right-of-Way line of John McCain Road (Variable Width Right-of-Way) being the Southeast corner of Lot 1, Block E of Old Grove Addition, also being the East corner of Lot 2X, Block E of Old Grove Addition, also being a point in the North line of the Right-of-Way Dedication of Neidholt Addition;

THENCE, S85°34'15"E, along the Southwest Right-of-Way line of John McCain Road, being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 2.63 feet to a 1/2" iron rod with green cap stamped "EAGLE SURVEYING" set at the Northeast corner hereof;

THENCE, S00°51'07"E, leaving the South Right-of-Way line of John McCain Road, over and across the Right-of-Way dedication of Neidholt Addition in part, passing the Northwest corner of Lot 3, Block 1 of Neidholt Addition, being the Northeast corner of Lot 2, Block 1 of Neidholt Addition, continuing along the West line of Lot 3, Block 1 of Neidholt Addition, being the East line of Lot 2, Block 1 of Neidholt Addition, a distance of 417.47 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of Lot 17X, Block A of Old Grove Addition being the Southwest corner of Lot 3, Block 1 of Neidholt Addition, also being the Southeast corner of Lot 2, Block 1 of Neidholt Addition;

THENCE, S89°00'13"W, along the South lines of Lots 2 and 1, Block 1 of Neidholt Addition, being the North line of Lot 17X, Block A of Old Grove Addition in part, also being the North line of Lot 16, Block A of Old Grove Addition in part, a distance of 194.02 feet to the **POINT OF BEGINNING** and containing an area of 2.20 Acres, or (95815 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **TOLL DALLAS TX, LLC**, does hereby adopt this plat, designating herein described property as **OLD GROVE ADDITION, PHASE II** an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

OWNER: **TOLL DALLAS TX, LLC**, a Texas limited liability company

BY: _____
Authorized Agent _____ Date _____

NAME: _____
Print name _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 2020.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Colleyville, Tarrant County, Texas.

PRELIMINARY
this document shall not be recorded
for any purpose and shall not be
used or viewed or relied upon as a
final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

REPLAT OLD GROVE ADDITION, PHASE II LOTS 1-3X, BLOCK 1 2.20 ACRES

A REPLAT OF LOTS 1 & 2, BLOCK 1 OF NEIDHOLT ADDITION
RECORDED IN VOLUME 388-123, PAGE 64, P.R.T.C.T.
AND LOT 2X, BLOCK E OF OLD GROVE ADDITION
RECORDED IN CABINET A, PAGE 9807, P.R.T.C.T.,
D.J. BEDDO SURVEY, ABSTRACT NO. 232,
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Project
1912.003-01

Date
08/17/2020

Drafter
TAR



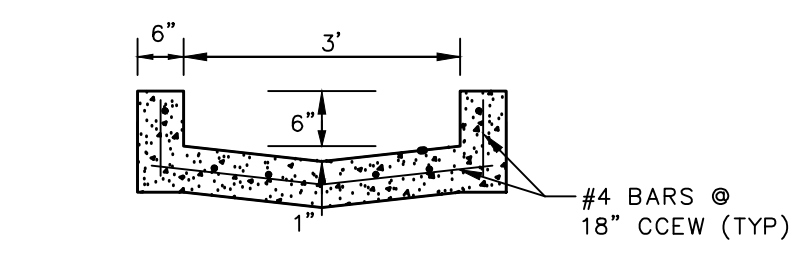
EAGLE SURVEYING, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite 104
Denton, TX 76201
(940) 222-3009

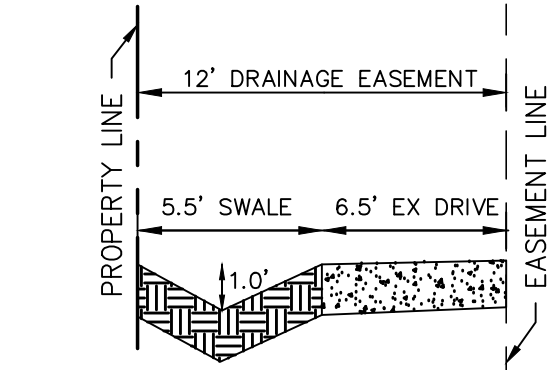
ENGINEER
Pape-Dawson Engineers, Inc.
One Ridgmar Centre
6500 West Fwy, Suite 700
Fort Worth, TX 76116
(817) 870-3668

OWNER
Toll Dallas TX, LLC
2557 Grapevine Parkway, Suite 100
Grapevine, TX 76051
(817) 329-8770

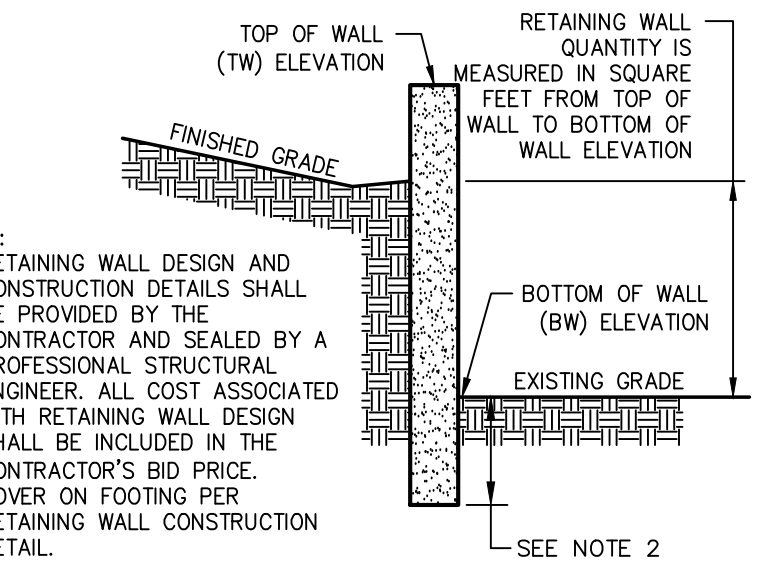
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FLUME DETAIL (SECTION A-A)
NOT-TO-SCALE



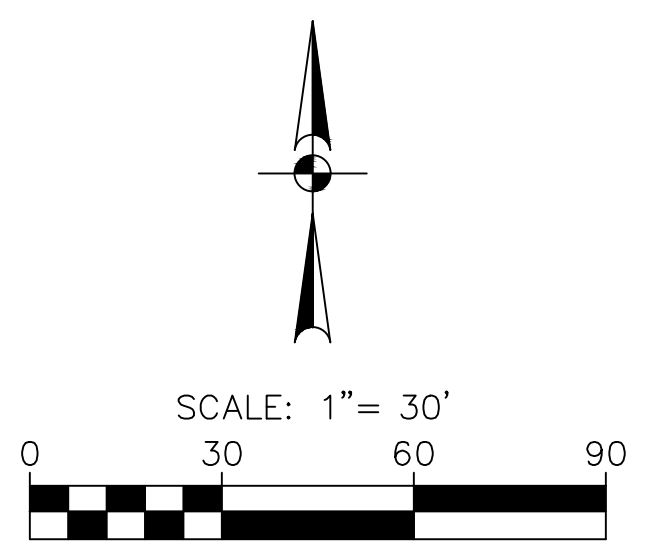
EARTHEN SWALE DETAIL (SECTION C-C)
NOT-TO-SCALE



RETAINING WALL GRADING DETAIL
NOT-TO-SCALE

UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.



LEGEND

- PROPOSED CONTOUR
- EXISTING CONTOUR
- FLOW ARROW
- FINISHED PAD
- FLOW LINE
- TOP OF WALL
- BOTTOM OF WALL
- SWALE FLOW LINE
- PROPOSED RETAINING WALL

GRADING NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- ALL SPOT GRADES ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
- WALL INFORMATION SHOWN ON PLANS IS TO BE USED FOR HEIGHT AND LOCATION PURPOSES ONLY. ACTUAL WALL AND SLOPE STABILITY DESIGN BY OTHERS. ALL CONSTRUCTION ON SLOPES EXCEEDING 4:1 SHALL REQUIRE GEOTECHNICAL DESIGN FOR SLOPE AND SOIL STABILITY.
- *ALL CLAY SOIL USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95% AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698. THE COMPACTED MOISTURE CONTENT OF THE CLAYS DURING PLACEMENT SHOULD BE AT LEAST OPTIMUM AND NOT EXCEEDING FIVE (5) PERCENTAGE POINTS ABOVE OPTIMUM.
- *LIMESTONE OR OTHER ROCK-LIKE MATERIALS USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95 PERCENT AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698/ THE COMPACTED MOISTURE CONTENT DURING PLACEMENT SHOULD BE WITHIN PLUS OR MINUS THREE (3) PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT. NO ROCK LARGER THAN SIX INCHES IN ITS GREATEST DIMENSION SHALL BE USED IN FILL WHEN THE FILL IS PLACED UNDER PADS, STREETS OR ANY OTHER AREAS THAT WILL HAVE ANY TYPE OF STRUCTURES.
- COMPACTION SHOULD BE ACCOMPLISHED BY PLACING THE FILL IN SIX INCH THICK LOOSE LIFTS AND COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY. PARTICLE SIZES USED IN FILL SHALL BE LESS THAN SIX (6) INCHES DIAMETER.
- GRADING CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OFF-SITE OF ALL EXCAVATED AND CLEARED MATERIAL, WHICH SOILS LAB DECLARES UNSUITABLE FOR USE ON-SITE.
- CONTRACTOR TO SLOPE THE ADJACENT GROUND AWAY FROM BUILDING PAD TO ACHIEVE POSITIVE SURFACE DRAINAGE.
- INITIAL SITE GRADING SHALL BE COMPLETED TO A TOLERANCE OF PLUS OR MINUS ONE TENTH OF ONE FOOT IN STREETS AND PLUS OR MINUS THREE TENTHS OF ONE FOOT FOR THE BUILDING PADS. FINAL BUILDING PAD GRADING, TO BE DONE UPON COMPLETION OF PAVING AND UTILITY FACILITIES, SHALL BE PROVIDED TO A TOLERANCE OF PLUS OR MINUS TWO TENTHS OF ONE FOOT AT ALL FOUR CORNERS AND CENTER OF BUILDING PAD, IN ALL SWALES, AND LOT CORNERS.
- CONTRACTOR SHALL REPLACE ANY EROSION CONTROL MATERIALS AT THE END OF EACH WORK DAY IF SAID MATERIALS WERE REMOVED DURING THE DAY FOR EASE OF CONSTRUCTION OR ACCESS.
- NO PART OF ANY RETAINING WALL SHALL BE WITHIN CITY RIGHT-OF-WAY, OR CITY PROPERTY (I.E. PARK) INCLUDING FOOTING.
- REFERENCE GEOTECHNICAL ENGINEERING REPORT PREPARED BY SAM ENGINEERING AND TESTING, L.P., PROJECT NO. 141GXK12, DATED AUGUST 21, 2012 FOR PAVEMENT MATERIALS AND CONSTRUCTION REQUIREMENTS. CONTRACTOR SHALL MEET OR EXCEED ALL PAVING RECOMMENDATIONS.
- * APPLIES TO ALL AREAS OUTSIDE OF PUBLIC R.O.W. ONLY. REFER TO PAVING GENERAL CONSTRUCTION NOTES FOR DENSITY/MOISTURE REQUIREMENTS IN R.O.W.

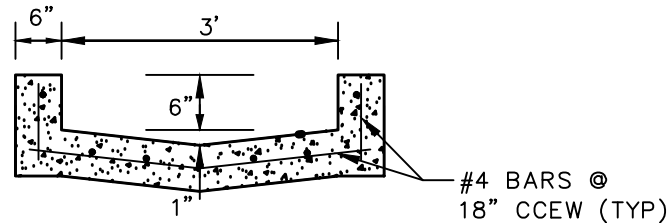
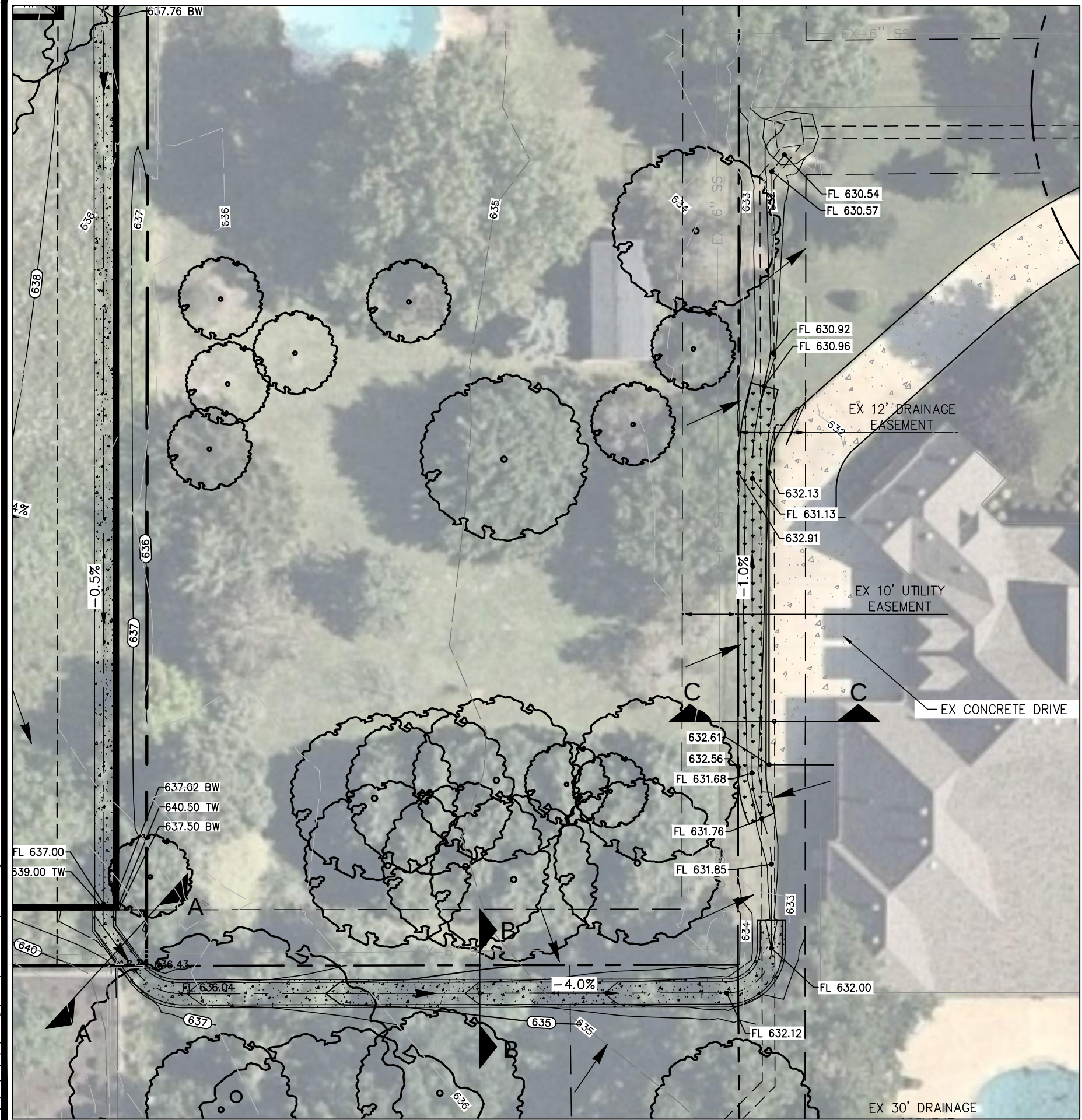
PAPE-DAWSON
ENGINEERS

FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6500 WEST FW, STE 700 | FORT WORTH, TX 76116 | 817.970.3688
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION 4470

OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
GRADING PLAN

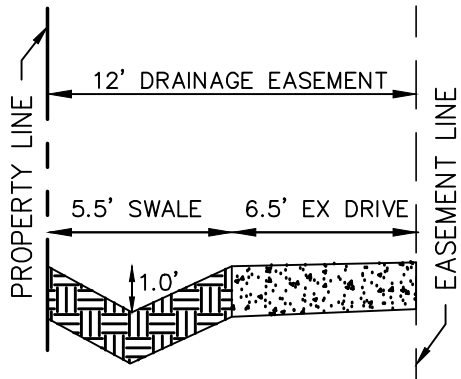
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DESIGNED	MLM
DRAWN	MLM
CHECKED	CB
DATE	OCTOBER 2020
SHEET	C4.0

Date: Oct 12, 2020, 7:30am User: ID: mmody
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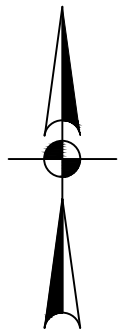
ALL CONCRETE UTILIZED SHALL HAVE A MINIMUM
COMPRESSIVE STRENGTH 4,000 PSI AT 28 DAYS
VERIFIED BY TESTING LABORATORY

FLUME DETAIL (SECTION A-A)
NOT-TO-SCALE



EARTHEN SWALE TO BE CONSTRUCTED WITH
LONGITUDINAL SLOPE OF 1% (MINIMUM) AND 4H:1V
SIDE SLOPE. SWALE ADJACENT TO EXISTING DRIVE
SHALL INSTALL GRASS-CRETE WHERE SIDE SLOPES
ARE 2H:1V (MAXIMUM).

EARTHEN SWALE DETAIL (SECTION C-C)
NOT-TO-SCALE



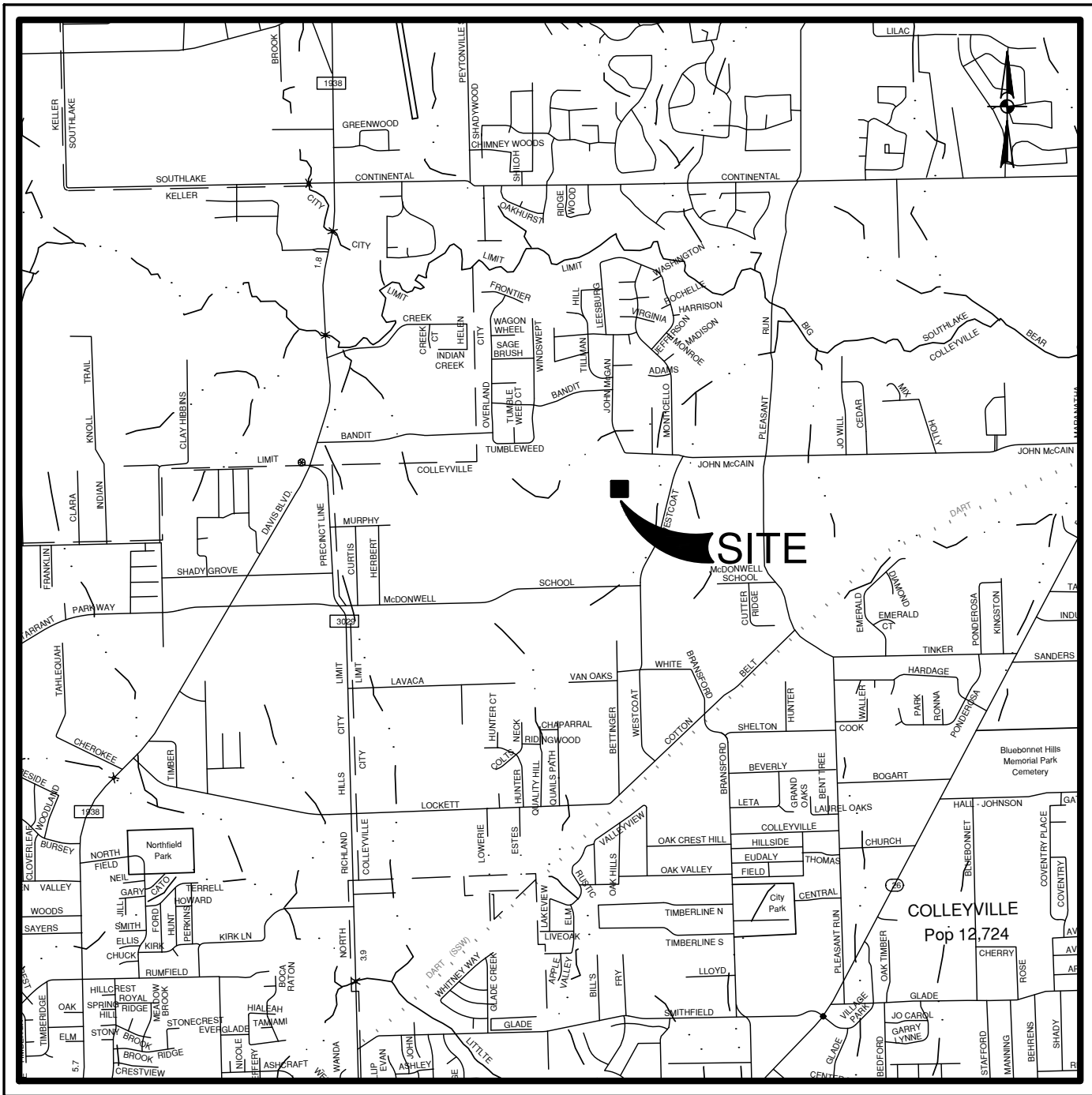
SCALE: 1" = 20'



OLD GROVE - GRADING AND DRAINAGE

COLLEYVILLE, TARRANT COUNTY, TEXAS

CIVIL CONSTRUCTION PLANS



LOCATION MAP
NOT-TO-SCALE

TOLL DALLAS TX, LLC
2555 SW GRAPEVINE PKWY, STE 100
GRAPEVINE, TEXAS 76051

OCTOBER 2020

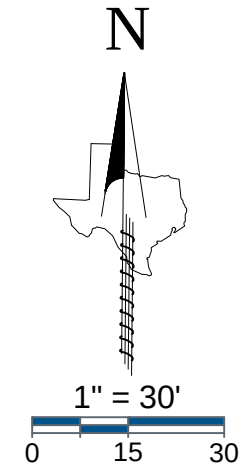
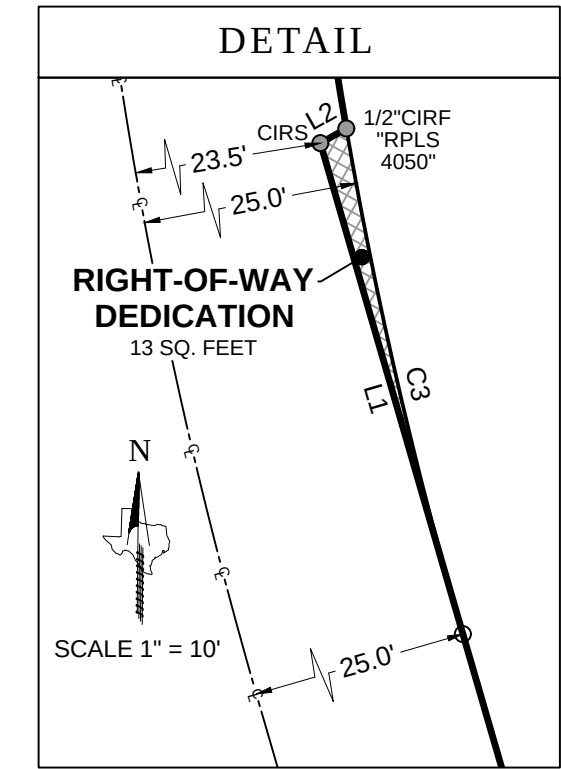
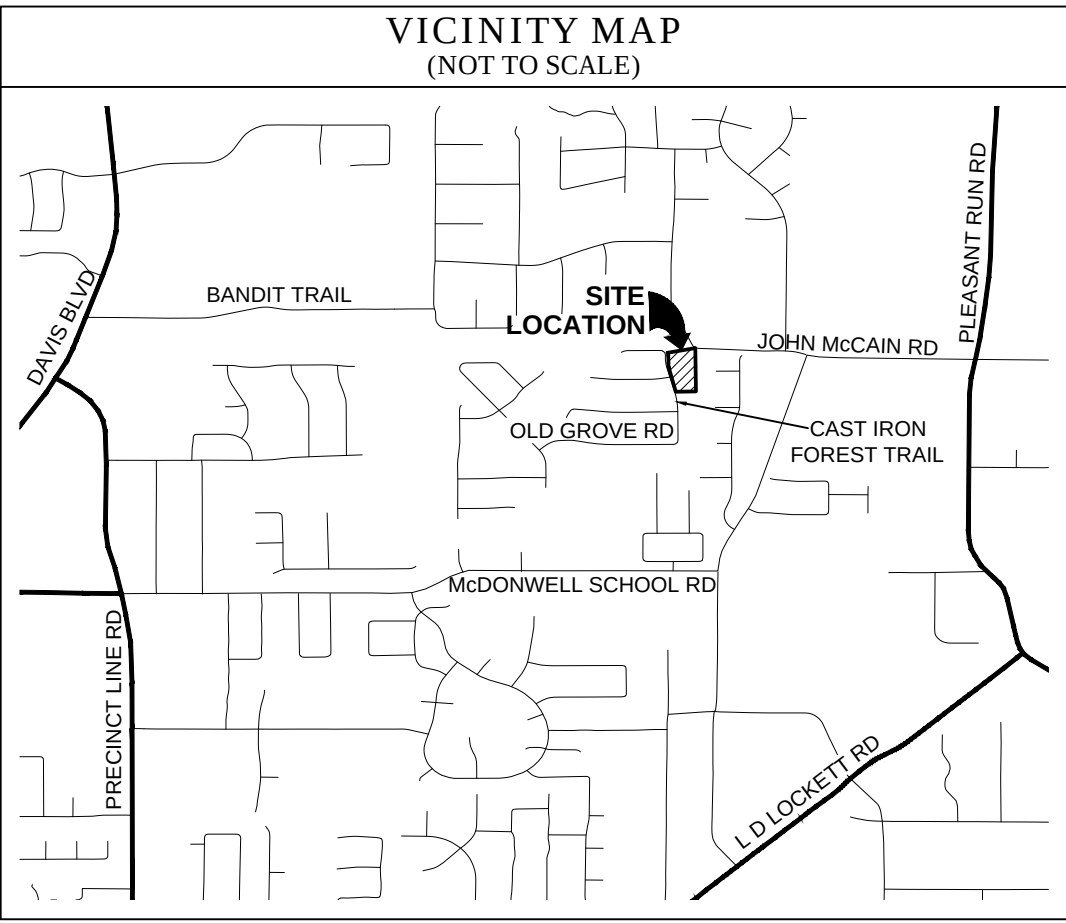


FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS
6500 WEST FWY, STE 700 | FORT WORTH, TX 76116 | 817.870.3668
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

SHEET INDEX

Sheet Description	Sheet No.
COVER SHEET	C0.0
FINAL PLAN	C1.0
GENERAL NOTES	C2.0
SITE & UTILITY PLAN	C3.0
GRADING PLAN	C4.0
EXISTING DRAINAGE AREA MAP	C5.0
PROPOSED DRAINAGE AREA MAP	C5.1
DRAINAGE & DETENTION PLAN	C5.2
DRAINAGE & DETENTION CALCULATIONS	C5.3
EROSION CONTROL PLAN	C6.0
CONSTRUCTION DETAILS	C7.0

THIS DOCUMENT IS
RELEASED FOR
"REVIEW PURPOSES"
UNDER THE
AUTHORIZATION OF
MATTHEW L. MALY,
P.E. #120494
OCTOBER 12, 2020.
IT IS NOT FOR
CONSTRUCTION OR
PERMIT PURPOSES.



GENERAL NOTES

- The purpose of this plat is to reconfigure former Lots 1 & 2 of the Neidholt Addition to face Cast Iron Forest Trail instead of John McCain Road.
- This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated September 25, 2009 as shown on Map Number 48439C0095K.
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- The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization of 2011).
- DRAINAGE EASEMENT RESTRICTION:** No construction of filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of property affected by such construction becoming a party to the request. Where construction is permitted. All finished floor elevations shall be a minimum of two (2) feet above the 100-year flood elevation.
- UTILITY EASEMENTS:** Any public utility, including the City of Colleyville, shall have the right to move and keep removed all part of any building, fence, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the utility easements shown on the plat, and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said utility easement of the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
- The maintenance of all drainage and utility easements located on private property are the responsibility of the owner.
- Open Space Lot 3X, Block A, to be maintained by HOA.

LEGEND

PG = PAGE
VOL = VOLUME
CAB = CABINET
POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
CIRF = CAPPED IRON ROD FOUND
CIRS = CAPPED IRON ROD SET
DOC. NO. = DOCUMENT NUMBER
D.R.D.C.T. = DEED RECORDS,
DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,
DENTON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°10'52" W	26.62'
L2	N 60°22'47" E	1.55'
L3	S 80°18'51" W	30.68'
L4	N 27°26'57" W	30.45'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	37.35'	245.00'	8°44'07"	N 05°27'39" W	37.32'
C2	29.38'	75.00'	22°26'39"	N 12°19'05" W	29.19'
C3	27.04'	244.70'	6°19'50"	S 12°58'57" E	27.02'

PLANNING AND ZONING COMMISSION APPROVAL

Whereas, the Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

CITY COUNCIL APPROVAL

Whereas, the City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 2020 to approve this plat.

Mayor, City of Colleyville

Attest: City Secretary

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, **TOLL DALLAS TX, LLC**, is the owner of a 2.20 acre tract of land out of the D.J. Beddo Survey, Abstract Number 232, City of Colleyville, Tarrant County, Texas, being all of Lot 2X, Block E of Old Grove Addition, a subdivision of record in Cabinet A, Page 9807 of the Plat Records of Tarrant County, Texas, all of Lots 1 and 2, Block 1, and a portion of a Right-of-Way Dedication of Neidholt Addition, a subdivision of record in Volume 388-123, Page 64 of said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found in the East Right-of-Way line of Cast Iron Forest Road (Variable Width R.O.W.) being the Northwest corner of Lot 16, Block A of Old Grove Addition, also being the Southwest corner of Lot 1, Block 1 of Neidholt Addition;

THENCE, N16°10'52"W, along the East Right-of-Way line of Cast Iron Forest Road being the West line of Lot 1, Block 1 of Neidholt Addition in part, also being the West line of the Right-of-Way Dedication of Neidholt Addition a distance of 248.30 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northwest corner of the Right-of-Way Dedication of Neidholt Addition;

THENCE, N60°22'47"E, along the East Right-of-Way line of Cast Iron Forest Road being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 1.55 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 4050" found at the Southwest corner of Lot 2X, Block E of Old Grove Addition, also being the beginning of a non-tangent curve to the right;

THENCE, leaving the North line of the Right-of-Way dedication of Neidholt Addition along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the right, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N01°05'15"W, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, a distance of 71.04 feet to a 1/2" iron rod at the beginning of a non-tangent curve to the left;

THENCE, along the East Right-of-Way line of Cast Iron Forest Road, being the West line of Lot 2X, Block E of Old Grove Addition, along said non-tangent curve to the left, having a radius of 75.00 feet, a chord bearing of N12°19'05"W, a chord length of 29.19 feet, a delta angle of 22°26'39", an arc length of 29.38 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 1, Block E of Old Grove Addition, being the Northwest corner of Lot 2X, Block E of Old Grove Addition;

THENCE, N80°18'50"E, along the South line of Lot 1, Block E of Old Grove Addition being the North line of Lot 2X, Block E of Old Grove Addition, a distance of 267.95 feet to a 1/2" iron rod found in the Southwest Right-of-Way line of John McCain Road (Variable Width Right-of-Way) being the Southeast corner of Lot 1, Block E of Old Grove Addition, also being the East corner of Lot 2X, Block E of Old Grove Addition, also being a point in the North line of the Right-of-Way Dedication of Neidholt Addition;

THENCE, S85°34'15"E, along the Southwest Right-of-Way line of John McCain Road, being the North line of the Right-of-Way Dedication of Neidholt Addition, a distance of 2.63 feet to a 1/2" iron rod with green cap stamped "EAGLE SURVEYING" set at the Northeast corner hereof;

THENCE, S00°51'07"E, leaving the South Right-of-Way line of John McCain Road, over and across the Right-of-Way dedication of Neidholt Addition in part, passing the Northwest corner of Lot 3, Block 1 of Neidholt Addition, being the Northeast corner of Lot 2, Block 1 of Neidholt Addition, continuing along the West line of Lot 3, Block 1 of Neidholt Addition, being the East line of Lot 2, Block 1 of Neidholt Addition, a distance of 417.47 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of Lot 17X, Block A of Old Grove Addition being the Southwest corner of Lot 3, Block 1 of Neidholt Addition, also being the Southeast corner of Lot 2, Block 1 of Neidholt Addition;

THENCE, S89°00'13"W, along the South lines of Lots 2 and 1, Block 1 of Neidholt Addition, being the North line of Lot 17X, Block A of Old Grove Addition in part, also being the North line of Lot 16, Block A of Old Grove Addition in part, a distance of 194.02 feet to the **POINT OF BEGINNING** and containing an area of 2.20 Acres, or (95815 Square Feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **TOLL DALLAS TX, LLC**, does hereby adopt this plat, designating herein described property as **OLD GROVE ADDITION, PHASE II** an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

OWNER: **TOLL DALLAS TX, LLC**, a Texas limited liability company

BY: _____
Authorized Agent Date

NAME: _____
Print name

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 2020.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Colleyville, Tarrant County, Texas.

PRELIMINARY
this document shall not be recorded
for any purpose and shall not be
used or viewed or relied upon as a
final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

REPLAT OLD GROVE ADDITION, PHASE II LOTS 1-3X, BLOCK 1 2.20 ACRES

A REPLAT OF LOTS 1 & 2, BLOCK 1 OF NEIDHOLT ADDITION
RECORDED IN VOLUME 388-123, PAGE 64, P.R.T.C.T.
AND LOT 2X, BLOCK E OF OLD GROVE ADDITION
RECORDED IN CABINET A, PAGE 9807, P.R.T.C.T.,
D.J. BEDDO SURVEY, ABSTRACT NO. 232,
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

Project

1912.003-01

Date

08/17/2020

Drafter

TAR



EAGLE SURVEYING, LLC

210 S. Elm Street, Suite: 104

Denton, TX 76201

(940) 222-3009

TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite 104
Denton, TX 76201
(940) 222-3009

ENGINEER
Pape-Dawson Engineers, Inc.
One Ridgmar Centre
6500 West Fwy, Suite 700
Fort Worth, TX 76116
(817) 870-3668

OWNER
Toll Dallas TX, LLC
2557 Grapevine Parkway, Suite 100
Grapevine, TX 76051
(817) 329-8770

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GENERAL CONSTRUCTION NOTES

1.

ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE CITY OF COLLEYVILLE AND GOVERNED BY THE CITY OF COLLEYVILLE INFRASTRUCTURE CONSTRUCTION PROVISIONS AND DETAILS (JULY 2014), TEXAS DEPARTMENT OF TRANSPORTATION TEXAS STANDARD SPECIFICATION 1993 EDITION, AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION.
2.

A COPY OF THE COLLEYVILLE INFRASTRUCTURE CONSTRUCTION PROVISIONS AND DETAILS (JULY 2014) CAN BE OBTAINED FROM THE FOLLOWING CITY WEBSITE:
WWW.COLLEYVILLE.COM/PUBLICWORKS/ENGINEERINGDIVISION/CONSTRUCTIONSTANDARDSANDETAILS
3.

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY OF COLLEYVILLE STANDARDS WHERE THEY DIFFER FROM NCTCOG STANDARDS.
4.

WORK PERFORMED IN THE STATE HIGHWAY RIGHT-OF-WAY, AN APPLICATION AND APPROPRIATE PLANS MUST BE SUBMITTED DIRECTLY TO TXDOT FOR REVIEW.
5.

A PERMIT IS REQUIRED TO CUT A CITY STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY THE PUBLIC WORKS DEPARTMENT. CONTACT NUMBER 817-503-1366.
6.

THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

UNDERGROUND FACILITY OWNER

811 (214) 869-8352

AT&T (214) 745-2964

AT&T TEXAS (CALL DIGTESS) (800) 344-8377

ATMOS ENERGY (817) 359-1313

CHARTER COMMUNICATIONS (817) 822-8745

CITY OF COLLEYVILLE (817) 748-8082

DIGTESS (LINE LOCATES) (800) 344-8377

8LEVEL (3) COMMUNICATIONS (877) 366-8344

ONCOR ELECTRIC DELIVERY (817) 215-6688

ONE SOURCE COMMUNICATIONS (817) 692-6042

TRI COUNTY ELECTRIC (817) 431-1541

VERIZON ENGINEERING (972) 578-3354

7.

WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE INSPECTOR AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.

8.

ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS.", VOL. 29, SUBPART P. PG. 128 - 137, AND ANY AMENDMENTS THERETO.

9.

THIS ITEM SHALL GOVERN THE CONTROL MEASURES NECESSARY TO PREVENT AND CONTROL SOIL EROSION, SEDIMENTATION, AND WATER POLLUTION WHICH MAY DEGRADE RECEIVING WATERS INCLUDING RIVERS, STREAMS, LAKES, RESERVOIRS, GROUND WATER, AND WETLANDS. THE CONTROL MEASURES CONTAINED HEREIN SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION CONTRACT AND COORDINATED WITH ANY PERMANENT OR TEMPORARY POLLUTION CONTROL FEATURES SPECIFIED ELSEWHERE ON THE PLANS AND IN THE SPECIFICATIONS TO ASSURE EFFECTIVE AND CONTINUOUS WATER POLLUTION CONTROL THROUGHOUT THE CONSTRUCTION AND POST CONSTRUCTION PERIODS. THESE CONTROL MEASURES SHALL NOT BE USED AS A SUBSTITUTE FOR THE PERMANENT POLLUTION CONTROL MEASURES UNLESS OTHERWISE DIRECTED BY THE CITY IN WRITING. THE CONTROLS MAY INCLUDE SILT FENCES, STRAW BALE DIKES, ROCK BERMS, DIVERSION DIKES, INTERCEPTOR SWALES, SEDIMENT TRAPS, AND BASINS. PIPE SLOPE DRAINS, INLET PROTECTION, STABILIZED CONSTRUCTION ENTRANCES, SEEDING, MULCHING, SOIL RETENTION BLANKETS OR OTHER STRUCTURAL OR NON-STRUCTURAL STORM WATER POLLUTION CONTROL.

10.

THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, SPRINKLER SYSTEMS, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

11.

ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE DESIGN ENGINEER. THE DIRECTOR OF PUBLIC WORKS SHALL APPROVE ANY DEVIATIONS FROM STATE REGULATIONS.
12.

RECORD DRAWINGS: THE CONTRACTOR SHALL KEEP ONE (1) RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDA, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE DRAWINGS SHALL BE AVAILABLE TO THE ENGINEER AND THE CITY AND SHALL BE DELIVERED TO THE CITY UPON COMPLETION OF THE PROJECT AND PRIOR TO THE RELEASE OF FINAL PAYMENT AND/OR INITIAL ACCEPTANCE LETTER.

13.

THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

14.

THE CONTRACTOR MUST FIELD VERIFY EXISTING SERVICE LOCATIONS PRIOR TO INSTALLING NEW SERVICES. WHEN INSTALLING A NEW WATER LINE, ALL EXISTING SERVICES MUST BE CONNECTED TO THE NEW LINE OR AS DIRECTED BY THE CITY ENGINEER.

15.

THE CONTRACTOR SHALL KEEP RECORDS FOR RECORD DRAWINGS AND SHALL SUBMIT MARKUPS TO THE CITY INSPECTOR PRIOR TO SCHEDULING A FINAL WALKTHROUGH INSPECTION.

16.

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES FROM THE GENERAL CONTRACTOR, SUB-CONTRACTORS, THE DESIGN ENGINEER, AND THE CITY OF COLLEYVILLE STAFF.

17.

ALL CONSTRUCTION MUST ADHERE TO THE CITY OF COLLEYVILLE TREE PRESERVATION ORDINANCE
- WATER IMPROVEMENTS
1.

THE CONTRACTOR MUST FIELD VERIFY EXISTING SERVICE LOCATIONS PRIOR TO INSTALLING NEW SERVICES.

2.

WHEN INSTALLING A NEW WATER LINE, ALL EXISTING SERVICES MUST BE CONNECTED TO THE NEW LINE.

3.

ALL WATER METERS UP TO 2" IN DIAMETER SHALL BE INSTALLED BY CITY PERSONNEL. ALL WATER METERS EXCEEDING 2" DIAMETER SHALL BE INSPECTED AND ACCEPTED BY CITY A OF COLLEYVILLE REPRESENTATIVE.

4.

FIRE HYDRANTS SHALL BE LOCATED THREE TO EIGHT FEET BEHIND THE BACK OF CURB AS SHOWN IN THE DETAILS. THIS WILL ALSO INCLUDE SPLASH PADS WHICH ARE CONSIDERED SUBSIDIARY TO THE FIRE HYDRANT PLACEMENT.

5.

ALL WATER LINES 4" THRU 12" SHALL BE CLASS 150(DR18) AND CONFORM TO AWWA C-900 DR-18 MINIMUM, WITH NSF SEAL, PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH NCTCOG STD. SPECS. (SEE C1.7)WATER MAINS TO HAVE A MINIMUM OF 42" COVER TO THE TOP OF PIPE.

6.

SERVICE LINE CONNECTORS, UNDER 2" SHALL BE CLASS K SOFT COPPER AND CONNECTED WITH COMPRESSION FITTINGS. ALL TAPS AND SERVICES SHALL BE CONSTRUCTED AS 1" OR LARGER. ¾" TAPS AND SERVICE LINES ARE PROHIBITED.

7.

WATER SERVICES SHALL BE BACKFILLED IN GRANULAR SAND AS PER DETAILS.

8.

WATER SERVICES SHOULD BE LOCATED AT THE PROPERTY LINE. EACH LOCATION IS TO BE STAMPED ON THE CURB WITH 2" HIGH LETTER "W".

9.

WATER METER BOXES WILL BE INSTALLED AFTER PAVING ACTIVITIES HAVE BEEN COMPLETED.

10.

CURB STOPS SHOULD BE TESTED FOR LEAKAGE AND FULL FLOW WHEN SYSTEM IS PRESSURE TESTED.

11.

ALL FIRE HYDRANT ASSEMBLIES TO BE EQUIPPED WITH A 6" GATE VALVE AND BOX SHALL BE INSTALLED AS PER THE DETAILS. HYDRANTS WILL BE SHALL BE PAINTED KEMULSTER RED PRIOR TO ACCEPTANCE BY THE CITY. THE CONTRACTOR SHALL PUT 2 COATS OF PAINT OR UNTIL APPROVED BY THE CITY.

12.

ANY WATER VALVES LOCATED WITHIN PAVEMENT AREAS SHALL BE ADJUSTED TO FINAL GRADE BY THE PAVING CONTRACTOR. THE PAVING CONTRACTOR SHALL ADJUST WATER VALVE ASSEMBLY TO FINAL GRADE AND PLACE A MONOLITHICALLY. (CONCRETE PAD IN HMAC) NO BLOCK OUTS WILL BE ALLOWED.

13.

FIRE HYDRANTS SHALL BE EQUIPPED WITH 4-1/2" STORZ ADAPTER FOR CONNECTION WITH 5" HOSE.

14.

WHEN A WATER LINE IS BORED, THE CASING SHALL BE CAPPED AND VALVES ADDED ON EITHER SIDE.

15.

ALL FITTINGS AND BENDS SHALL HAVE MEGA LUG RETAINER GLANDS IN ADDITION TO STANDARD THRUST BLOCKING AS REQUIRED BY STANDARD DETAILS.

16.

FOR VALVES WITH OPERATING NUTS 6" BELOW GROUND SHALL BE INSTALLED WITH A 1AND1/4" SOLID STEM EXTENSION (DETAIL W-1).
- SANITARY SEWER IMPROVEMENTS
1.

SANITARY SEWER PVC PIPE SHALL BE SDR 35 IF DEPTH OF LINE IS 10' OR LESS AND SDR 26 IF DEPTH OF LINE IS GREATER THAN 10'.

2.

PIPE SHALL HAVE CL. B (S-8) EMBEDMENT, OR BETTER. BACKFILL SHALL BE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR DENSITY.

3.

AFTER COMPLETION OF ALL TESTING (I.E. MANDREL & AIR) CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE VIDEOTAPE TO PW INSPECTIONS.

4.

A 2" HIGH LETTER "S" SHALL BE STAMPED ON THE CURB TO MARK THE LOCATION OF THE SEWER SERVICES. THE SERVICE SHOULD BE LOCATED IN THE CENTER OF EACH LOT.

5.

CONTRACTOR TO PLACE A 3/4" PLYWOOD FALSE BOTTOM IN ALL SANITARY SEWER MANHOLES BEFORE PAVING CONTRACTOR BEGINS WORK.

6.

RIM ELEVATIONS OF THE PROPOSED SANITARY SEWER MANHOLES IN STREETS ARE TO BE CONSTRUCTED BY UTILITY CONTRACTOR AND ADJUSTED BY PAVING CONTRACTOR TO FINISHED GRADE AT TIME OF PAVING. BLOCK OUTS ARE NOT ALLOWED.

7.

MANHOLES 10' IN DEPTH OR LESS SHALL BE 4FT IN DIAMETER. 10 FT. PLUS OR DROP MANHOLES SHALL BE 5FT. IN DIAMETER.

8.

ALL DROP MANHOLES SHALL BE INSIDE DROPS AS PER DETAIL S-4.

9.

ALL TRENCHES SHALL BE COMPACTION TESTED AT THE RATE OF ONE TEST PER 300 L.F. OF TRENCH PER LIFT. LIFTS SHALL BE NO GREATER THAN 12" LOOSE. TESTS SHALL BE STAGGERED SO THAT TESTS OF ADJACENT LIFTS ARE NOT DIRECTLY OVER THE PREVIOUS LIFT. IF THE DISTANCE BETWEEN MANHOLES EXCEEDS 300 L.F., A MINIMUM OF 2 TESTS PER LIFT SHALL BE TAKEN OR AS DIRECTED BY THE CITY. THE PAVING CONTRACTOR SHALL NOT BEGIN WORK UNTIL THE CITY OF COLLEYVILLE HAS APPROVED ALL TRENCH WORK.

10.

ALL MANHOLES SHALL BE VACUUMED TESTED.

11.

ANY SERVICE TIE-IN TO AN EXISTING MANHOLE MUST BE CORED.

12.

CLEAN-OUTS TO BE PROVIDED ON ALL SERVICES AND LOCATED AT THE PROPERTY/ROW LINE.
- STORM DRAINAGE IMPROVEMENTS
1.

ALL STORM SEWER AND CULVERT PIPE AND FITTINGS SHALL BE ASTM C76, CLASS III, IV, V REINFORCED CONCRETE PIPE (RCP), INSTALLED WITH A BELL AND A SPIGOT AND JOINTED WITH RAM NECK.

2.

BACKFILL SHALL BE ¾ TO 1" ROCK, 6" MINIMUM FOR THE BEDDING (MORE IF GROUND WATER IS ENCOUNTERED), AND ROCK PLACED UP TO THE CENTER OR SPRING LINE OF THE PIPE. TRENCH SHALL BE EXCAVATED WIDE ENOUGH TO GET A MECHANICAL TAMPER BESIDE THE PIPE TO ACHIEVE 95% DENSITY.

3.

AFTER COMPLETION OF ALL STORM SEWER INSTALLATION, THE CONTRACTOR SHALL PERFORM A TELEVISION INSPECTION AND PROVIDE A VIDEOTAPE TO THE PUBLIC WORKS DEPARTMENT INSPECTIONS.

4.

INSTALL A BENCHMARK ON A DRAINAGE STRUCTURE WITHIN OR NEAR THE SITE. A LETTER INCLUDING THE LOCATION AND ELEVATION OF THE BENCHMARK MUST BE SUBMITTED TO PUBLIC WORKS PRIOR TO THE FINAL ACCEPTANCE OF THE PROJECT AS WELL AS IN THE GIS ASSETS FORM.

5.

ALL STORM SEWER PIPES LARGER THAN 36" MUST BE WIPED WITH NON-SHRINK GROUT AFTER INSPECTION AND APPROVAL.

6.

NO PRE-CAST INLETS ARE ALLOWED.
- OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
GENERAL NOTES
- JOB NO.

61233-01

DESIGNED

MLM

DRAWN

MLM

CHECKED

CB

DATE

OCTOBER 2020

SHEET

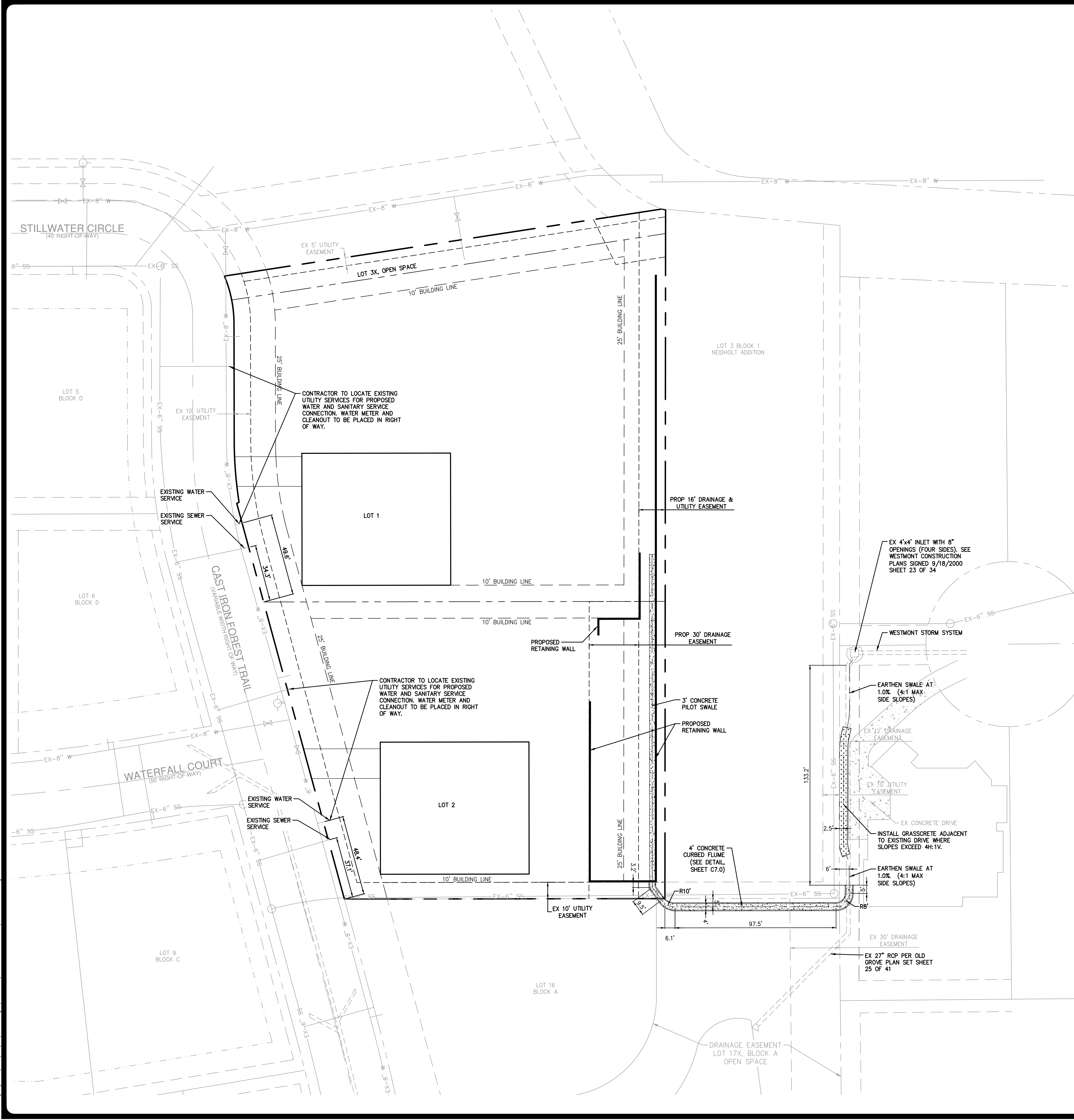
C2.0
- PAPE-DAWSON
ENGINEERS

FORT WORTH | SAN ANTONIO | AUSTIN | HOUSTON | DALLAS

6800 WEST FWY, STE 700 | FORT WORTH, TX 76116 | 817.870.3688

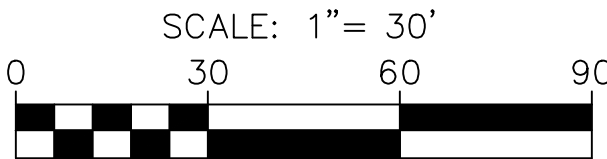
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #479
- | NO. | REVISION | DATE |
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- THIS DOCUMENT IS RELEASED FOR "REVIEW PURPOSES" UNDER THE AUTHORIZATION OF MATTHEW L. MALY, P.E. #12084
OCTOBER 12, 2020.
IT IS NOT FOR CONSTRUCTION OR PERMIT PURPOSES.
- CONSTRUCTION DOCUMENTS

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UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.



LEGEND

EX-W	EXISTING WATER LINE
EX-GV	EXISTING GATE VALVE
EX-FH	EXISTING FIRE HYDRANT
EX-SS	EXISTING SANITARY SEWER LINE
EX-SM	EXISTING SANITARY SEWER MANHOLE

NOTES

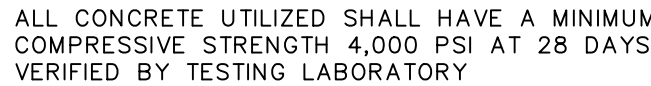
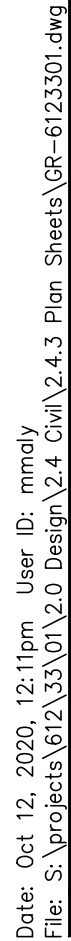
- ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE AND WILL BE CONFIRMED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- THIS PLAN REFLECTS NO CONSTRUCTION OF PUBLIC WORKS OR SANITARY SEWER INFRASTRUCTURE. CONTRACTOR TO LOCATE EXISTING WATER AND SANITARY SEWER STUBS BUILT AS PART OF OLD GROVE PHASE 1. PREPARED BY GODWIN MARSHALL, DATED 3/21/2004.

OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
SITE & UTILITY PLAN

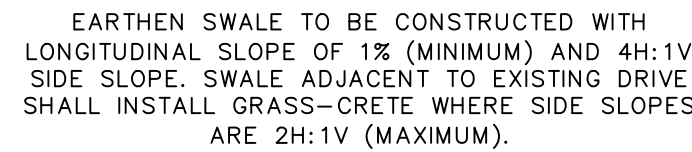
JOB NO.	61233-01
DESIGNED	MLM
DRAWN	MLM
CHECKED	CB
DATE	OCTOBER 2020
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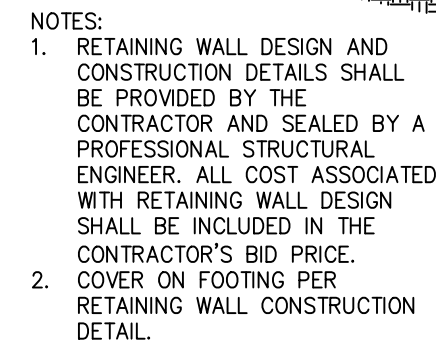
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FLUME DETAIL (SECTION A-A)
NOT-TO-SCALE



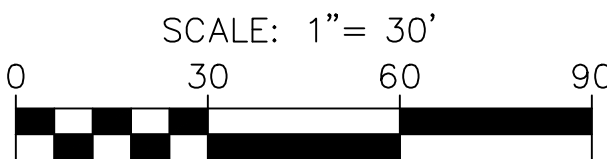
EARTHEN SWALE DETAIL (SECTION C-C)
NOT-TO-SCALE



RETAINING WALL GRADING DETAIL

NOT-TO-SCALE

- THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.



	PROPOSED CONTOUR
	EXISTING CONTOUR
	FLOW ARROW
	FINISHED PAD
	FLOW LINE
	TOP OF WALL
	BOTTOM OF WALL
	SWALE FLOW LINE
	PROPOSED RETAINING WALL

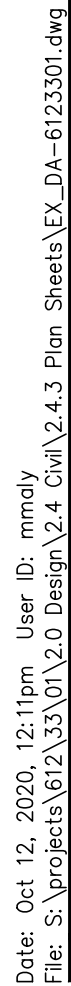
ALL CONSTRUCTION TO BE IN ACCORDANCE WITH PROVISIONS OUTLINED IN F.H.A. DATA SHEET 79G AND/OR THE SPECIFICATIONS PREPARED BY THE SOILS ENGINEER.

1. CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
 2. ALL SPOT GRADES ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
 3. WALL INFORMATION SHOWN ON PLANS IS TO BE USED FOR HEIGHT AND LOCATION PURPOSES ONLY. ACTUAL WALL AND SLOPE STABILITY DESIGN BY OTHERS. ALL CONSTRUCTION ON SLOPES EXCEEDING 4:1 SHALL REQUIRE GEOTECHNICAL DESIGN FOR SLOPE AND SOIL STABILITY.
 4. *ALL CLAY SOIL USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95% AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698. THE COMPACTED MOISTURE CONTENT OF THE CLAYS DURING PLACEMENT SHOULD BE AT BEST OPTIMUM AND NOT EXCEEDING FIVE (5) PERCENTAGE POINTS ABOVE OPTIMUM.
 5. *LIMESTONE OR OTHER ROCK-LIKE MATERIALS USED AS FILL SHOULD BE COMPACTED TO AT LEAST 95 PERCENT AND NOT EXCEEDING 105 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED BY A.S.T.M. D-698/ THE COMPACTED MOISTURE CONTENT DURING PLACEMENT SHOULD BE FIFTH (5) OR MINUS THREE (3) PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT. NO ROCK LARGER THAN SIX INCHES IN ITS GREATEST DIMENSION SHALL BE USED IN FILL. WHEN FILL IS PLACED UNDER PADS, STREETS OR ANY OTHER AREAS THAT WILL HAVE ANY TYPE OF STRUCTURES.
 6. GRADING CONTRACTOR BE ACCOMPLISHED BY PLACING THE FILL IN SIX INCH THICK LIFTS AND COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY. PARTICLE SIZES USED IN FILL SHALL BE LESS THAN SIX (6) INCHES DIAMETER.
 7. GRADING CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OFF-SITE OF ALL EXCAVATED AND CLEARED MATERIAL, WHICH SOILS LAB DECLARES UNSUITABLE FOR USE ON-SITE.
 8. CONTRACTOR TO SLOPE THE ADJACENT GROUND AWAY FROM BUILDING PAD TO ACHIEVE POSITIVE SURFACE DRAINAGE.
 9. INITIAL SITE GRADING SHALL BE COMPLETED TO A TOLERANCE OF PLUS OR MINUS ONE TENTH OF ONE FOOT ON STREETS AND PLUS OR MINUS THREE TENTHS OF ONE FOOT FOR THE BUILDING PADS. FINAL BUILDING PAD GRADING TO BE DONE UPON COMPLETION OF PAVING AND UTILITY FACILITIES, SHALL BE PROVIDED TO A TOLERANCE OF PLUS OR MINUS TWO TENTHS OF ONE FOOT AT ALL FOUR CORNERS AND CENTER OF BUILDING PAD, IN ALL SWALES, AND LOT CORNERS.
 10. CONTRACTOR SHALL REPLACE ANY EROSION CONTROL MATERIALS AT THE END OF EACH WORK DAY IF SAID MATERIALS WERE REMOVED DURING THE DAY FOR EASE OF CONSTRUCTION OR ACCESS.
 11. NO PART OF ANY RETAINING WALL INCLUDING FOOTING IN WITHIN CITY RIGHT-OF-WAY, OR CITY PROPERTY (I.E. PARK) INCLUDING FOOTING.
 12. REFERENCE GEOTECHNICAL ENGINEERING REPORT PREPARED BY SAM ENGINEERING AND TESTING, L.P., PROJECT NO. 141CXBK12, DATED AUGUST 21, 2012 FOR PAVEMENT MATERIALS AND CONSTRUCTION REQUIREMENTS. CONTRACTOR SHALL MEET OR EXCEED ALL PAVING RECOMMENDATIONS.
- * APPLIES TO ALL AREAS OUTSIDE OF PUBLIC R.O.W. ONLY. REFER TO PAVING GENERAL CONSTRUCTION NOTES FOR DENSITY/MOISTURE REQUIREMENTS IN R.O.W.

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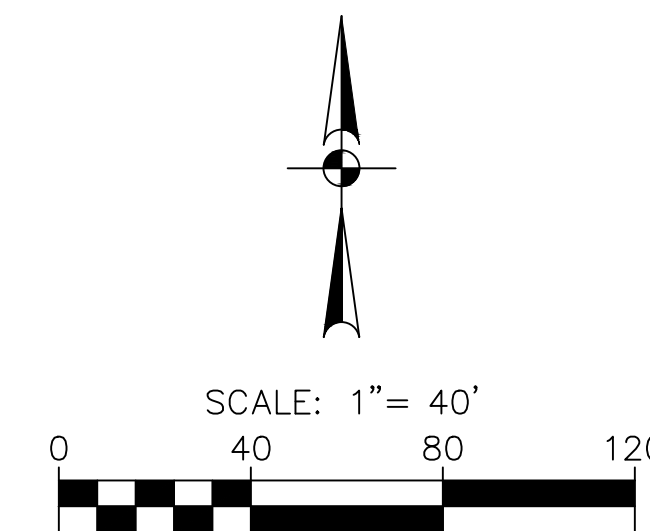
OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
GRADING PLAN

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
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UTILITY NOTE

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LEGEND

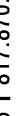
Legend for Figure 1:

- 700--- EXISTING CONTOUR
- — — — — EXISTING DRAINAGE AREA
- EXISTING DRAINAGE FLOW DIRECTION
- - - - - EXISTING STORM DRAIN
- A-1
1.00 DRAINAGE AREA
ACRES

NOTES

1. CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
2. DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.

PRE-DEVELOPMENT DRAINAGE AREA CALCULATIONS																	Notes
Area No.	Area (ac)	Runoff Coeff.	CA	Tc (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q5 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)	I100 (in/hr)	Q100 (cfs)	
Onsite																	
1	0.38	0.30	0.11	15	3.90	0.44	4.86	0.55	5.53	0.63	6.46	0.74	7.20	0.82	7.98	0.91	Sheet flow to existing bar ditch
2	1.77	0.30	0.53	15	3.90	2.07	4.86	2.58	5.53	2.94	6.46	3.43	7.20	3.82	7.98	4.24	Sheet flow to Design Point A
3	0.05	0.30	0.02	15	3.90	0.06	4.86	0.07	5.53	0.08	6.46	0.10	7.20	0.11	7.98	0.12	Sheet flow to Cast Iron Forest Tra
Offsite																	
O1	0.42	0.30	0.13	15	3.90	0.49	4.86	0.61	5.53	0.70	6.46	0.81	7.20	0.91	7.98	1.00	Sheet flow to Design Point A
O2	0.41	0.60	0.25	15	3.90	0.96	4.86	1.20	5.53	1.36	6.46	1.59	7.20	1.77	7.98	1.96	Sheet flow to Design Point A



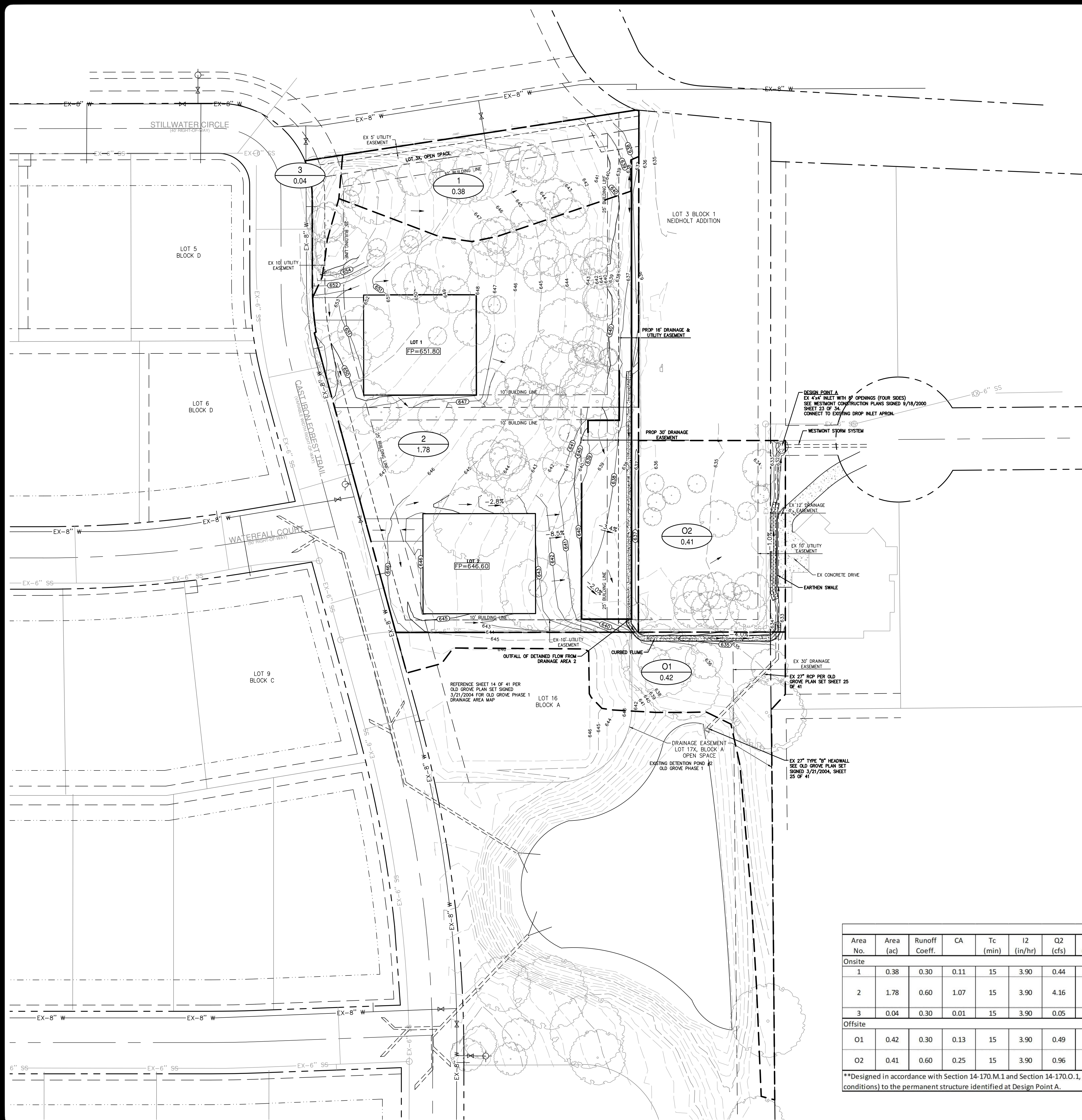
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VE - GRADING AND DRAINAGE

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C5.0

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UTILITY NOTE

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SCALE: 1"= 40'



LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED DRAINAGE AREA
- PROPOSED FLOW LINE
- PROPOSED DRAINAGE FLOW DIRECTION
- EXISTING STORM DRAIN
- DRAINAGE AREA
- ACRES

NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.

POST-DEVELOPMENT DRAINAGE AREA CALCULATIONS																	Notes
Area No.	Area (ac)	Runoff Coeff.	CA	Tc (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q5 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)	I100 (in/hr)	Q100 (cfs)	
Onsite																	Sheet flow to existing bar ditch **Detained to existing conditions and routed to Design Point A via curbed flume and earthen swale Sheet flow to Cast Iron Forest Trail
1	0.38	0.30	0.11	15	3.90	0.44	4.86	0.55	5.53	0.63	6.46	0.74	7.20	0.82	7.98	0.91	
2	1.78	0.60	1.07	15	3.90	4.16	4.86	5.19	5.53	5.91	6.46	6.90	7.20	7.69	7.98	8.52	
3	0.04	0.30	0.01	15	3.90	0.05	4.86	0.06	5.53	0.07	6.46	0.08	7.20	0.09	7.98	0.10	
Offsite																	Sheet flow to Design Point A via curbed flume and earthen swale Sheet flow to Design Point A via earthen swale
O1	0.42	0.30	0.13	15	3.90	0.49	4.86	0.61	5.53	0.70	6.46	0.81	7.20	0.91	7.98	1.00	
O2	0.41	0.60	0.25	15	3.90	0.96	4.86	1.20	5.53	1.36	6.46	1.59	7.20	1.77	7.98	1.96	
**Designed in accordance with Section 14-170.M.1 and Section 14-170.O.1, of the City of Colleyville's Land Development Code, to convey developed flow (detained on-site to 4.23 cfs equivalent to existing conditions) to the permanent structure identified at Design Point A.																	

**Designed in accordance with Section 14-170.M.1 and Section 14-170.O.1, of the City of Colleyville's Land Development Code, to convey developed flow (detained on-site to 4.23 cfs equivalent to existing conditions) to the permanent structure identified at Design Point A.

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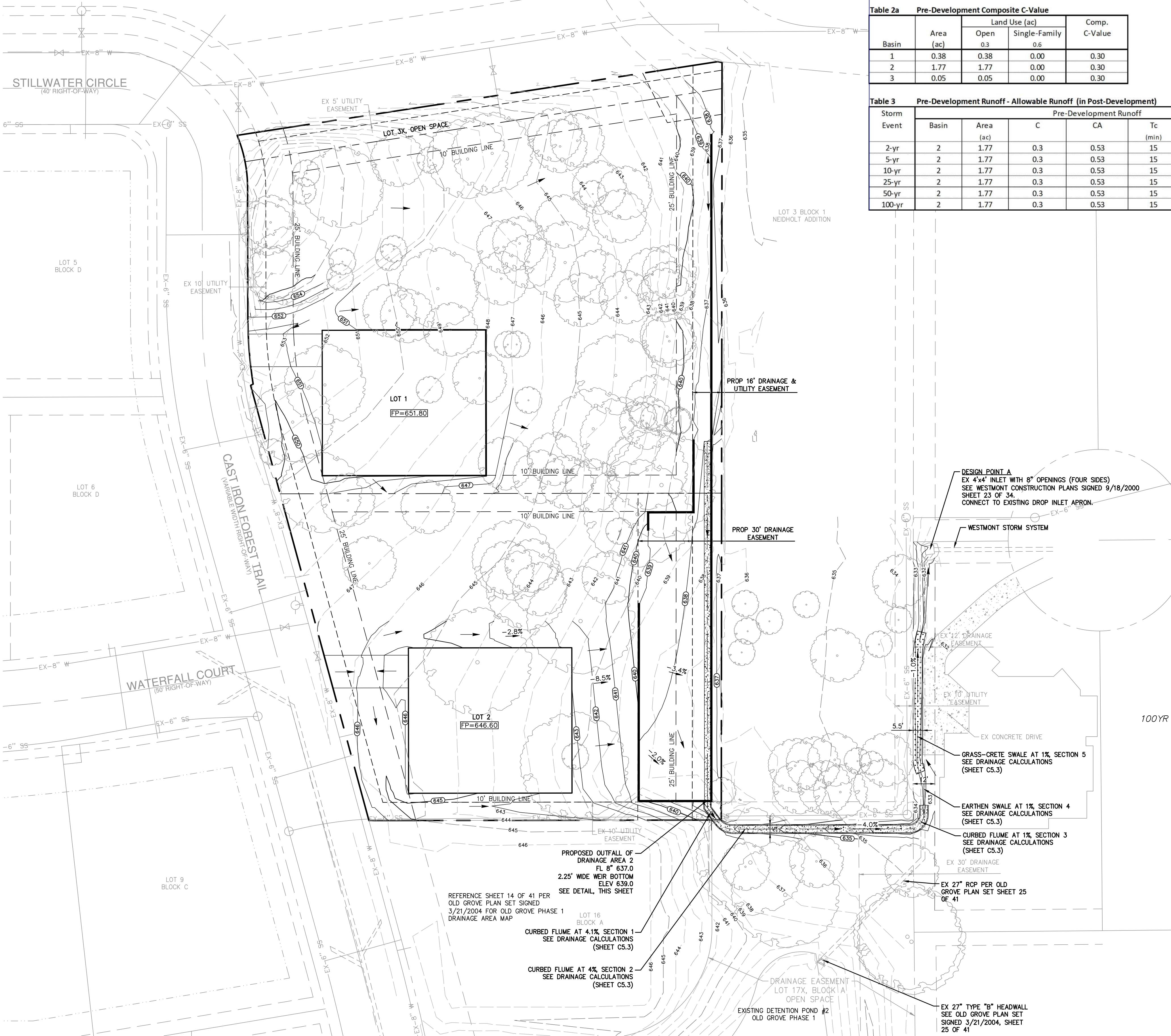
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OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
PROPOSED DRAINAGE AREA MAP

JOB NO. 61233-01
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DATE OCTOBER 2020
SHEET C5.1

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Old Grove - Phase II at Cast Iron Forest Trail
Modified Rational Detention Pond

Table 1 Pre-Development Time of Concentration

Basin	Total Time (min)
1	15
2	15
3	15

Table 2a Pre-Development Composite C-Value

Basin	Area (ac)	Land Use (ac)		Comp. C-Value
		Open	Single-Family	
1	0.38	0.38	0.00	0.30
2	1.77	1.77	0.00	0.30
3	0.05	0.05	0.00	0.30

Table 2b Post-Development Composite C-Value

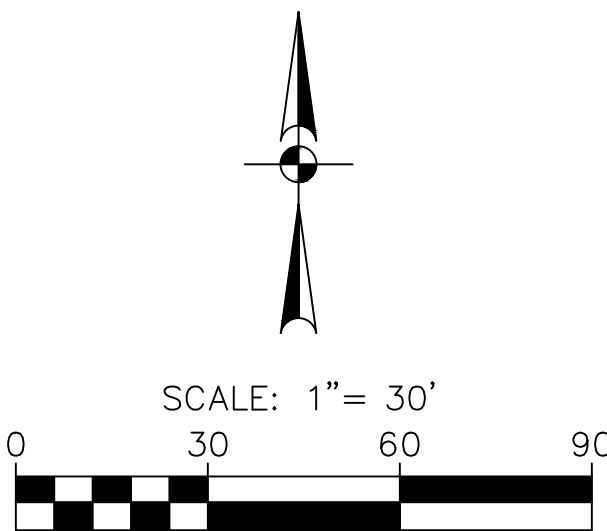
Basin	Area (ac)	Land Use (ac)		Comp. C-Value
		Open	Single-Family	
1	0.38	0.38	0.00	0.30
2	1.78	0.00	1.78	0.60
3	0.04	0.04	0.00	0.30

Table 3 Pre-Development Runoff - Allowable Runoff (in Post-Development)

Storm Event	Basin	Area (ac)	Pre-Development Runoff				
			C	CA	Tc (min)	I (in/hr)	Qa (cfs)
2-yr	2	1.77	0.3	0.53	15	3.90	2.07
5-yr	2	1.77	0.3	0.53	15	4.86	2.58
10-yr	2	1.77	0.3	0.53	15	5.53	2.94
25-yr	2	1.77	0.3	0.53	15	6.46	3.43
50-yr	2	1.77	0.3	0.53	15	7.20	3.82
100-yr	2	1.77	0.3	0.53	15	7.98	4.24

UTILITY NOTE

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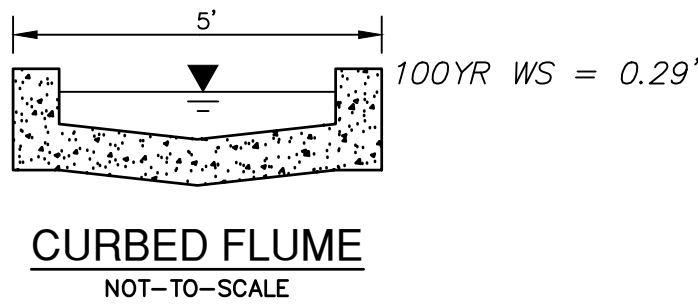


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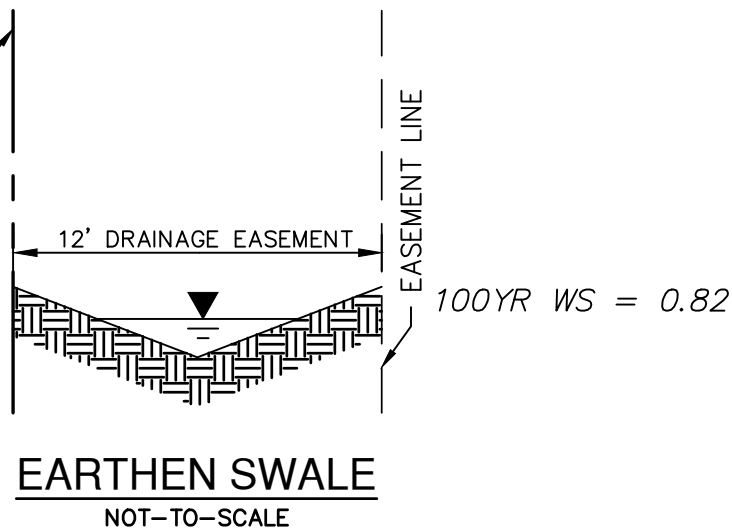
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED FLOW LINE
- PROPOSED DRAINAGE FLOW DIRECTION
- EXISTING STORM DRAIN
- DRAINAGE AREA
- ACRES

NOTES

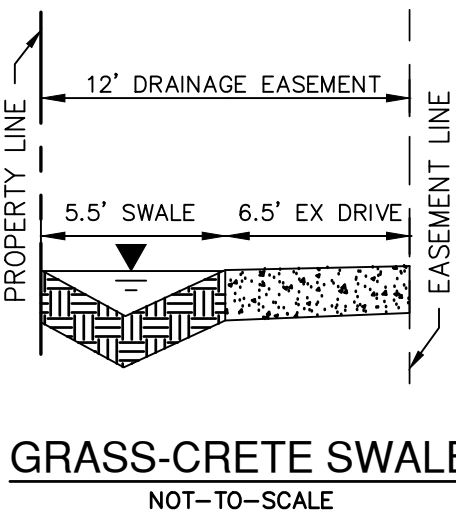
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- DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.



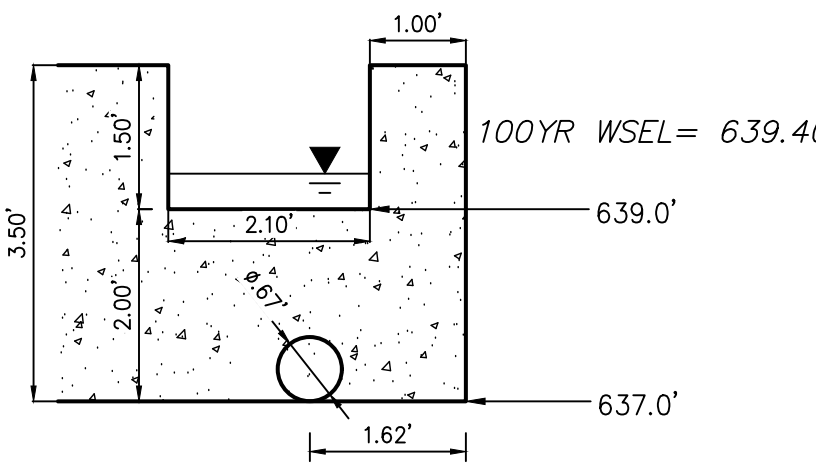
CURBED FLUME
NOT-TO-SCALE



EARTHEN SWALE
NOT-TO-SCALE

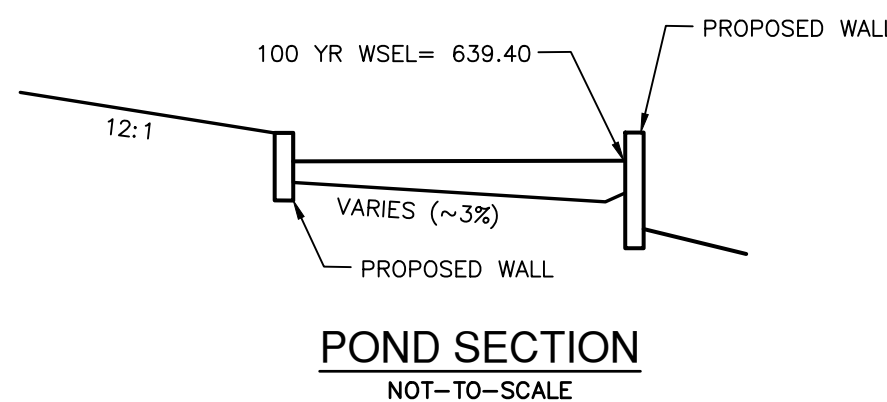


GRASS-CRETE SWALE
NOT-TO-SCALE



ALL CONCRETE UTILIZED SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH 4,000 PSI AT 28 DAYS VERIFIED BY TESTING LABORATORY

OUTFALL STRUCTURE DETAIL
NOT-TO-SCALE



POND SECTION
NOT-TO-SCALE

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OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
DRAINAGE & DETENTION PLAN

JOB NO. 61233-01
DESIGNED MLM
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DATE OCTOBER 2020
SHEET **C5.2**

**Old Grove - Phase II at Cast Iron Forest Trail
Modified Rational Detention Pond**

Table 4 Post-Development Required Detention Volume (Vreq)

Storm Event	Basin	Area (ac)	Tc (min)	C	Qa (cfs)	Td (min)	Vprelim (cu ft)	P180 (in)	Ptd (in)	Vreq (cu ft)	Vreq (ac-ft)
2-yr	2	1.78	15	0.6	2.07	28.75	2,337	2.19	1.29	4,000	0.09
5-yr	2	1.78	15	0.6	2.58	32.98	3,172	2.95	1.76	5,300	0.12
10-yr	2	1.78	15	0.6	2.94	34.85	3,750	3.46	2.07	6,300	0.14
25-yr	2	1.78	15	0.6	3.43	36.30	4,519	4.19	2.49	7,600	0.17
50-yr	2	1.78	15	0.6	3.82	37.35	5,147	4.77	2.83	8,700	0.20
100-yr	2	1.78	15	0.6	4.24	38.55	5,837	5.44	3.22	9,800	0.22

Detention calculations in Table 4 from Section 1.5.2 of Hydrology iSWM Manual.

Table 5 **Elevation - Volume - Discharge Rating Curve**

Evolution (ft)	Area (ft ²)	Area (ac)	Volume (ac-ft)	Q (cfs)
637.0	0	0.00	0.00	0.00
637.5	1,215	0.03	0.01	0.69
638.0	3,753	0.09	0.04	1.37
638.5	5,800	0.13	0.09	1.82
639.0	6,458	0.15	0.16	2.17
639.5	7,897	0.18	0.24	4.78
640.0	9,635	0.22	0.34	9.25
640.5				

Table 6 **Outlet Structure**

Orifice	Diam (in)	8	# of Pipes		1
	Flow Line	637.00			
	Ke	0.6			
Weir1	Length (ft)	2.1	Bottom Elev	639.00	
	Height (ft)	1.50	Top Elev	640.50	
	Ke		Weir C	3.1	
Outfall	Diam (in)	8			
	Slope (ft/ft)	0.0100			
	Length (ft)	0.5			

Flow (cfs)	Volume (cu ft)	Volume (cu yd)
100	100,000	1,370
200	200,000	2,740
300	300,000	4,110
400	400,000	5,480
500	500,000	6,850
600	600,000	8,220
700	700,000	9,590
800	800,000	10,960
900	900,000	12,330
1,000	1,000,000	13,700
1,100	1,100,000	15,070
1,200	1,200,000	16,440
1,300	1,300,000	17,810
1,400	1,400,000	19,180
1,500	1,500,000	20,550
1,600	1,600,000	21,920
1,700	1,700,000	23,290
1,800	1,800,000	24,660
1,900	1,900,000	26,030
2,000	2,000,000	27,400
2,100	2,100,000	28,770
2,200	2,200,000	30,140
2,300	2,300,000	31,510
2,400	2,400,000	32,880
2,500	2,500,000	34,250
2,600	2,600,000	35,620
2,700	2,700,000	36,990
2,800	2,800,000	38,360
2,900	2,900,000	39,730
3,000	3,000,000	41,100
3,100	3,100,000	42,470
3,200	3,200,000	43,840
3,300	3,300,000	45,210
3,400	3,400,000	46,580
3,500	3,500,000	47,950
3,600	3,600,000	49,320
3,700	3,700,000	50,690
3,800	3,800,000	52,060
3,900	3,900,000	53,430
4,000	4,000,000	54,800
4,100	4,100,000	56,170
4,200	4,200,000	57,540
4,300	4,300,000	58,910
4,400	4,400,000	60,280
4,500	4,500,000	61,650
4,600	4,600,000	63,020
4,700	4,700,000	64,390
4,800	4,800,000	65,760
4,900	4,900,000	67,130
5,000	5,000,000	68,500
5,100	5,100,000	69,870
5,200	5,200,000	71,240
5,300	5,300,000	72,610
5,400	5,400,000	73,980
5,500	5,500,000	75,350
5,600	5,600,000	76,720
5,700	5,700,000	78,090
5,800	5,800,000	79,460
5,900	5,900,000	80,830
6,000	6,000,000	82,200
6,100	6,100,000	83,570
6,200	6,200,000	84,940
6,300	6,300,000	86,310
6,400	6,400,000	87,680
6,500	6,500,000	89,050
6,600	6,600,000	90,420
6,700	6,700,000	91,790
6,800	6,800,000	93,160
6,900	6,900,000	94,530
7,000	7,000,000	95,900
7,100	7,100,000	97,270
7,200	7,200,000	98,640
7,300	7,300,000	100,010
7,400	7,400,000	101,380
7,500	7,500,000	102,750
7,600	7,600,000	104,120
7,700	7,700,000	105,490
7,800	7,800,000	106,860
7,900	7,900,000	108,230
8,000	8,000,000	109,600
8,100	8,100,000	110,970
8,200	8,200,000	112,340
8,300	8,300,000	113,710
8,400	8,400,000	115,080
8,500	8,500,000	116,450
8,600	8,600,000	117,820
8,700	8,700,000	119,190
8,800	8,800,000	120,560
8,900	8,900,000	121,930
9,000	9,000,000	123,300

Storv Event	Qa (cfs)	Vreq		Design WSEL ¹ (ft)	Qout ² (cfs)	Qout / Qa	Vprovided ³	V / Vreq	Freeboard (ft)	Delta Qa-Qout (cfs)
		(cu ft)	(ac ft)							
2-yr	2.07	4,000	0.09	638.86	2.07	✓ 100.0%	0.14	✓153.4%	1.64	0.00
5-yr	2.58	5,300	0.12	639.08	2.58	✓ 100.0%	0.17	✓142.7%	1.42	0.00
10-yr	2.94	6,300	0.14	639.15	2.94	✓ 100.0%	0.18	✓127.8%	1.35	0.00
25-yr	3.43	7,600	0.17	639.24	3.43	✓ 100.0%	0.20	✓114.9%	1.26	0.00
50-yr	3.82	8,700	0.20	639.32	3.82	✓ 100.0%	0.21	✓106.6%	1.18	0.00
100-yr	4.24	9,800	0.22	639.40	4.23	✓ 100.0%	0.23	✓100.4%	1.10	0.00

Design Notes:

1. Design WSEL determined iteratively based on interpolation of Q_a against Q_{total} from Table 5.
2. Q_{out} calculated based on outlet structure hydraulic information in Table 6 and Design WSEL.
3. $V_{provided}$ determined by comparing Design WSEL against Elevation-Volume in Table 5.

Tarrant County

	Return Period							
	1	2	5	10	25	50	100	500
e	0.82169	0.81144	0.81423	0.79952	0.79381	0.78265	0.77982	0.69850
b	43.653	51.393	71.154	77.103	90.982	97.721	110.202	87.16
d	8	9	12	12	13	13	14	2
a	95.835	121.96	170.81	203.93	247.1	282.6	322.07	-
b	13.425	15.704	19.435	21.09	22.366	23.302	24.388	-

	e	b	d	a	b
1-yr	0.82169	43.653	8	95.835	13.425
2-yr	0.81144	51.393	9	121.96	15.704
5-yr	0.81423	71.154	12	170.81	19.435
10-yr	0.79952	77.103	12	203.93	21.093
25-yr	0.79381	90.982	13	247.1	22.366
50-yr	0.78265	97.721	13	282.6	23.302
100-yr	0.77982	110.202	14	322.07	24.388

Formulas from Section 1.5.2 of iSWM Criteria Manual:

$$T_d = \sqrt{\frac{2CAab}{Q_a}} - b$$

$$V_{\text{preliminary}} = 60 [CAa - (2CabAQ_a)^{1/2} + (Q_a/2) (b-t_c)]$$

$$V_{\text{max}} = V_{\text{preliminary}} * P_{180}/P_{td}$$

Curbed Flume Calculations																		
Label	Friction Method	Roughness Coefficient	Channel Slope (ft/ft)	Normal Depth (ft)	Bottom Width (ft)	Curb Height (in)	Discharge (ft³/s)	Flow Area (ft²)	Wetted Perimeter (ft)	Hydraulic Radius (ft)	Top Width (ft)	Critical Depth (ft)	Critical Slope (ft/ft)	Velocity (ft/s)	Velocity Head (ft)	Specific Energy (ft)	Froude Number	Flow Type
Section 1	Manning Formula	0.013	0.0411	0.2	3	6	4.23	0.59	3.39	0.17	3	0.4	0.00458	7.19	0.8	1	2.86	Supercritical
Section 2	Manning Formula	0.013	0.0400	0.19	4	6	5.23	0.74	4.37	0.17	4	0.38	0.00429	7.07	0.77	0.95	2.87	Supercritical
Section 3	Manning Formula	0.013	0.0100	0.29	4	6	5.23	1.15	4.57	0.25	4	0.38	0.00429	4.55	0.32	0.61	1.5	Supercritical
Earthen Swale Calculations																		
Label	Friction Method	Roughness Coefficient	Channel Slope (ft/ft)	Normal Depth (ft)	Left Side Slope (ft/ft)	Right Side Slope (ft/ft)	Discharge (ft³/s)	Flow Area (ft²)	Wetted Perimeter (ft)	Hydraulic Radius (ft)	Top Width (ft)	Critical Depth (ft)	Critical Slope (ft/ft)	Velocity (ft/s)	Velocity Head (ft)	Specific Energy (ft)	Froude Number	Flow Type
Section 4	Manning Formula	0.03	0.0100	0.82	4	4	7.2	2.69	6.76	0.4	6.56	0.73	0.01914	2.68	0.11	0.93	0.74	Subcritical
Section 5	Manning Formula	0.03	0.0100	0.99	2.5	2.5	7.2	2.44	5.32	0.46	4.94	0.88	0.01907	2.95	0.13	1.12	0.74	Subcritical

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UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

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ENGINEERS**

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TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION #470

ROVE - GRADING AND DRAINAGE
TILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
DRAINAGE & DETENTION CALCULATIONS

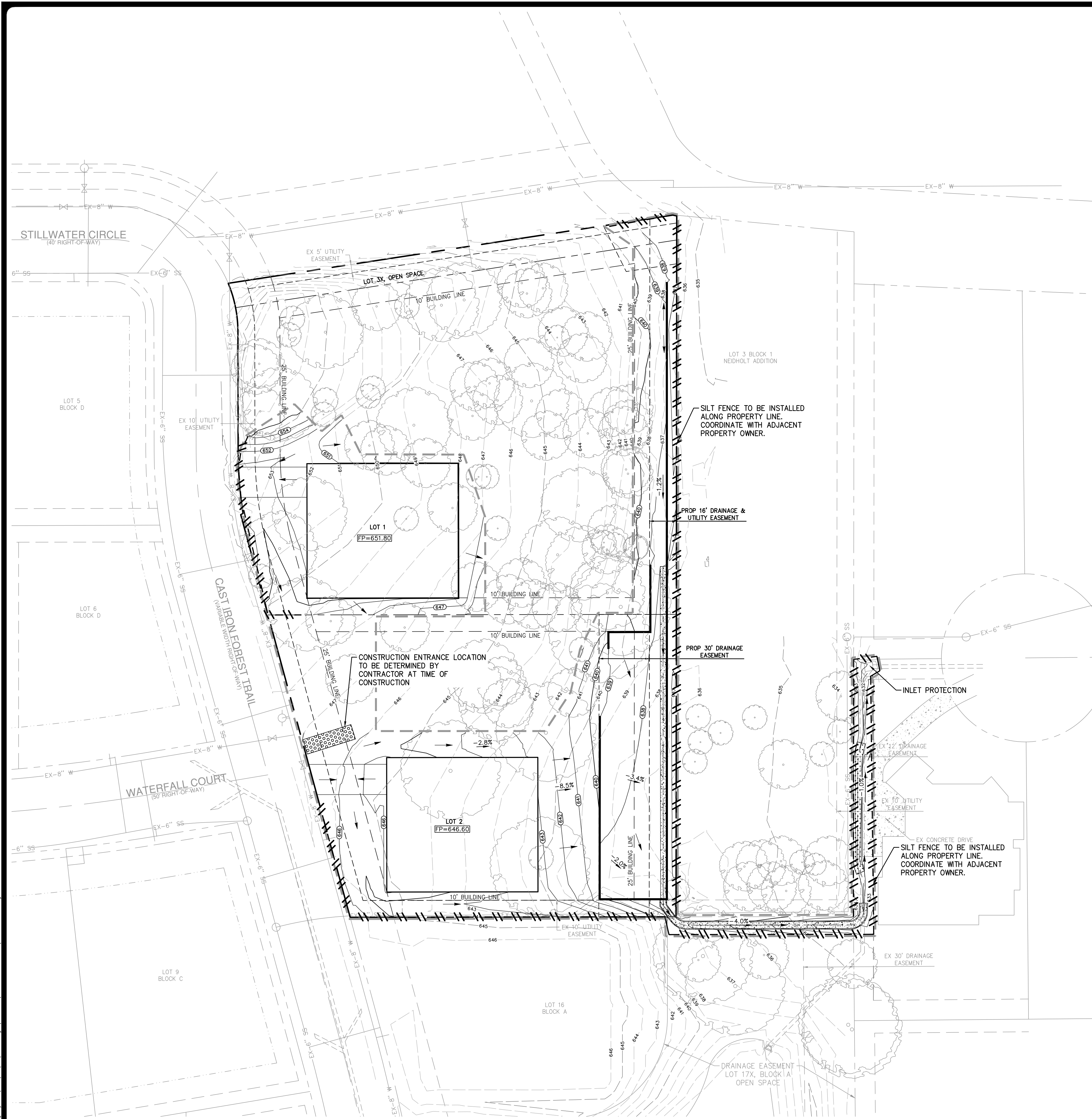
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UTILITY NOTE

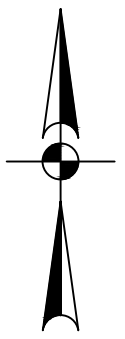
THE EXISTING UTILITIES SHOWN ON THESE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF THE UTILITY INFORMATION ON THE PLANS. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- TREE PROTECTION TO BE INSTALLED PER TREE SURVEY PLAN PROVIDED BY STUDIO 13 DESIGN GROUP AND SEALED JANUARY 2018. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD OF ANY CHANGES OR FIELD OBSERVATIONS DIFFERING FROM THIS PLAN PRIOR TO CONSTRUCTION AND GRADING.

LEGEND

- 600--- EXISTING CONTOUR
- (87.8)--- PROPOSED CONTOUR
- FLOW ARROW
- //--- SILT FENCE
- //--- LIMITS OF DISTURBANCE
- ()--- TREE PROTECTION FENCE (SEE NOTE 2)
- ()--- STABILIZED CONSTRUCTION ENTRANCE/EXIT (FIELD LOCATE)



SCALE: 1" = 30'



EROSION & SEDIMENT CONTROL NOTES

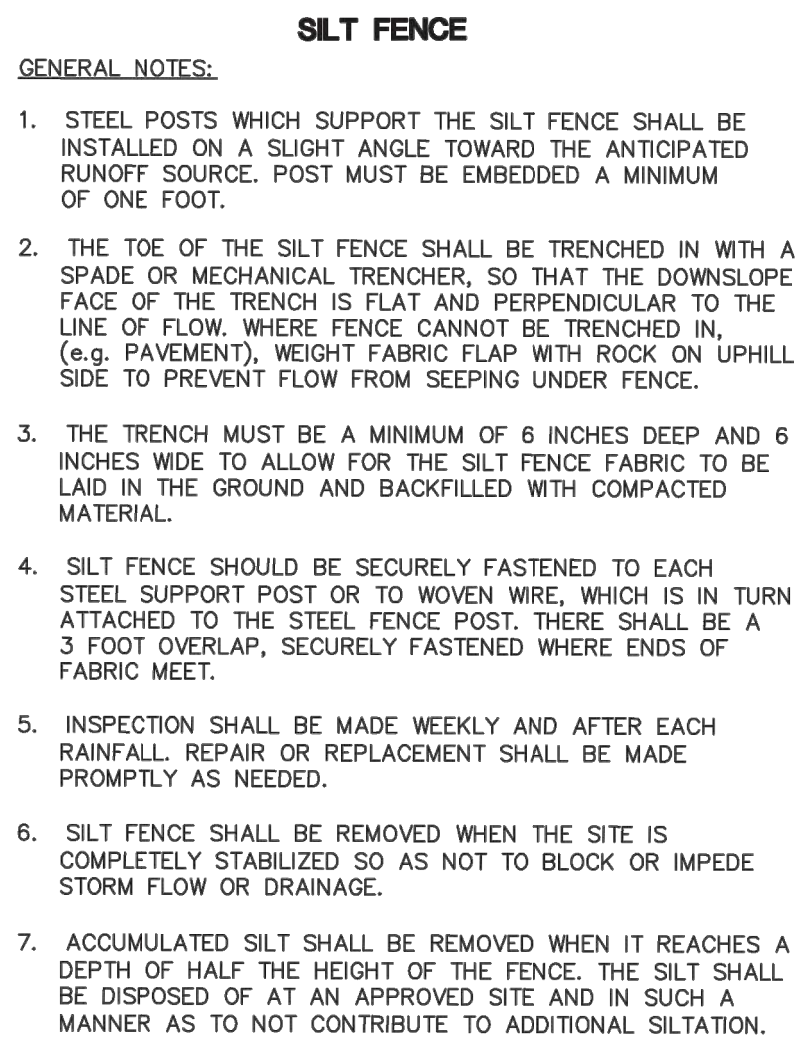
- CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY THE GOVERNING AUTHORITIES AND ALL PERIMETER EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
- THIS EROSION CONTROL PLAN IS A SUPPLEMENT TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED BY OTHERS. REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS.
- THE GENERAL CONTRACTOR, AS THE TCEQ DEFINES "OPERATOR," SHALL PERFORM ALL REQUIRED INSPECTIONS OF STORM WATER CONTROLS AND PRACTICES AT FREQUENCIES OUTLINED IN THE TPDES GENERAL PERMIT AND SHALL FILL OUT APPROPRIATE INSPECTION FORMS (AS PROVIDED IN THE SWPPP) UNLESS OTHERWISE DIRECTED BY THE OWNER.
- THE GENERAL CONTRACTOR (AND ALL SUBCONTRACTORS INVOLVED WITH ANY CONSTRUCTION ACTIVITIES RELATED TO EARTHWORK, EROSION CONTROL, ETC. OR WHICH UTILIZE POSSIBLE POLLUTANTS AS DEFINED IN THE TPDES GENERAL PERMIT) SHALL REVIEW AND ADHERE TO THE SWPPP FOR THE PROJECT, AS WELL AS ALL THE TCEQ REQUIREMENTS SET FORTH IN THE TPDES GENERAL PERMIT.
- ADDITIONAL EROSION CONTROL DEVICES AND/OR ADJUSTMENT OF LOCATIONS FOR EROSION CONTROL MAY BE IMPLEMENTED BY THE CONTRACTOR AT HIS DISCRETION AND/OR IN THE OPINION OF THE CITY INSPECTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER. THE ADDITION OR DELETION OF ANY EROSION CONTROL MEASURE MAY REQUIRE THAT THE SWPPP BE MODIFIED IN ACCORDANCE WITH THE TCEQ'S TPDES GENERAL PERMIT GUIDELINES.
 - EXCAVATION CONTRACTOR TO BE RESPONSIBLE FOR INSTALLATION OF SILT BARRIERS, CHECK DAMS, AND CONSTRUCTION ENTRANCE/EXIT.
 - UTILITY CONTRACTOR (WATER, SEWER & STORM DRAIN) TO BE RESPONSIBLE FOR INSTALLATION OF STAGE 1 AND STAGE 2 INLET PROTECTION.
 - OWNER TO BE RESPONSIBLE FOR SEEDING AND FINAL REMOVAL OF EROSION CONTROLS.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES ALREADY IN PLACE. CONTRACTOR SHALL REMOVE AND REPLACE EROSION CONTROL AS NEEDED FOR CONSTRUCTION OR ACCESS. ALL EROSION CONTROL MUST BE IN PLACE AT THE END OF EACH DAY.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO USE WHATEVER MEANS ARE NECESSARY TO CONTROL AND LIMIT SILT AND SEDIMENT LEAVING THE SITE. SPECIFICALLY, THE CONTRACTOR SHALL PROTECT ALL PUBLIC STREETS, ALLEYS, STREAMS, STORM DRAIN SYSTEMS, INLETS, AND ADJACENT PROPERTY FROM EROSION DEPOSITS. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGE TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT OF WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES SHOWN AND NOTED IN THESE PLANS AND THE SWPPP.
- ALL EROSION CONTROL DEVICES TO BE INSPECTED, CLEANED, AND/OR REPLACED AFTER EACH STORM.
- USE OF ON-SITE FUEL STORAGE TANKS IS DISCOURAGED, HOWEVER, IF USED, THE PREVENTION OF HAZARDS TO THE GROUND WATER IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR UTILIZING SAID STORAGE. SEE N.C.T.C.O.G. CONSTRUCTION BMP MANUAL SECTION 4 - HAZARDOUS WASTE MANAGEMENT.
- A CENTRALIZED PIT/WASH BASIN SHALL BE CONSTRUCTED ON-SITE FOR THE PURPOSE OF CONCRETE TRUCK WASHING. SEE N.C.T.C.O.G. CONSTRUCTION BMP MANUAL SECTION 4 - CONCRETE WASTE MANAGEMENT.
- CONTRACTORS SHALL PARK, STORE EQUIPMENT AND MATERIALS AND SERVICE VEHICLES AT THE "PARKING AND STORAGE AREA". THE LOCATION OF SAID AREA IS TO BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE.
- CONSTRUCTION ENTRANCES ARE TO BE INSTALLED AT ALL POINTS WHERE EQUIPMENT ENTERS OR LEAVES THE SITE. THE LOCATION OF SAME IS TO BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE.
- EROSION CONTROLS TO REMAIN IN PLACE AND TO BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED.
- EROSION CONTROL MEASURES MAY ONLY BE PLACED IN FRONT OF INLET OR IN CHANNELS, DRAINAGEWAYS OR BORROW DITCHES AT RISK OF CONTRACTOR. CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGE CAUSED BY MEASURES, INCLUDING FLOOD DAMAGE WHICH MAY OCCUR DUE TO BLOCKED DRAINAGE AT THE CONCLUSION OF ANY PROJECT. ALL CHANNELS, DRAINAGEWAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE DREDGED OF ANY SEDIMENT GENERATED BY THE PROJECT AS A RESULT OF EROSION CONTROL MEASURES.
- ALL WASH WATER SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN WASH WATER POLLUTANTS AND STORM RUNOFF DISCHARGED FROM THIS SITE.
- DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 14 DAYS SHALL BE TEMPORARILY PLANTED AND/OR SEEDED AND WATERED.
- DISTURBED AREAS ON THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY CEASED AND AREAS WHERE FINAL GRADE HAS BEEN ACHIEVED SHALL BE PERMANENTLY PLANTED AND/OR SEEDED WITHIN 14 DAYS.
- PLANTING AND/OR SEEDING OF VEGETATED AREAS TO ACCOMPLISH STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH THE LANDSCAPING PLAN. AREAS BEYOND THE LIMITS OF THE LANDSCAPING PLAN (OR WHEN A LANDSCAPING PLAN DOES NOT EXIST) SHALL BE HYDROMULCHED WITH HIGHWAY MIX AND WATERED WITH TEMPORARY ABOVE GROUND IRRIGATION UNTIL THE VEGETATION IS ESTABLISHED.
- THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SILT IN ANY STORM SEWER INLETS AND PIPES, AND ALONG SILT FENCES, WITHIN 48 HOURS AFTER INSPECTIONS OF DEVICES REVEALS THE PRESENCE OF EXCESS SILTATION.
- SILT FENCES SHALL BE PLACED AROUND STOCKPILES USED ON THE SITE.
- THE CONTRACTOR SHALL MODIFY THIS PLAN TO SHOW LOCATIONS OF TEMPORARY WASHDOWN AREA, PORTABLE TOILETS, EQUIPMENT MAINTENANCE/REPAIR AREAS, STOCKPILE AREAS, FUEL STORAGE AREAS, ETC. AND POLLUTANT CONTROLS FOR EACH.

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**OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
EROSION CONTROL PLAN**

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET **C6.0**



REVISIONS	
REVISIONS	
SILT FENCE	
	
FEB 2014	D-10



NOT TO SCALE

- | | | |
|---|--|--|
| REVISIONS | | |
| REVISIONS | | |
| CURB INLET PROTECTION | | |
|  | | |
| <div> <div>FEB 2014</div> <div>D-14</div> </div> | | |



REVISIONS	
REVISIONS	

CONCRETE FLUME /
GABION/CONCRETE CONNECTION



DEC. 2013



REVISIONS		
REVISIONS		

CONSTRUCTION ENTRANCE

CITY OF COLLEVILLE

TEXAS

FEB 2014

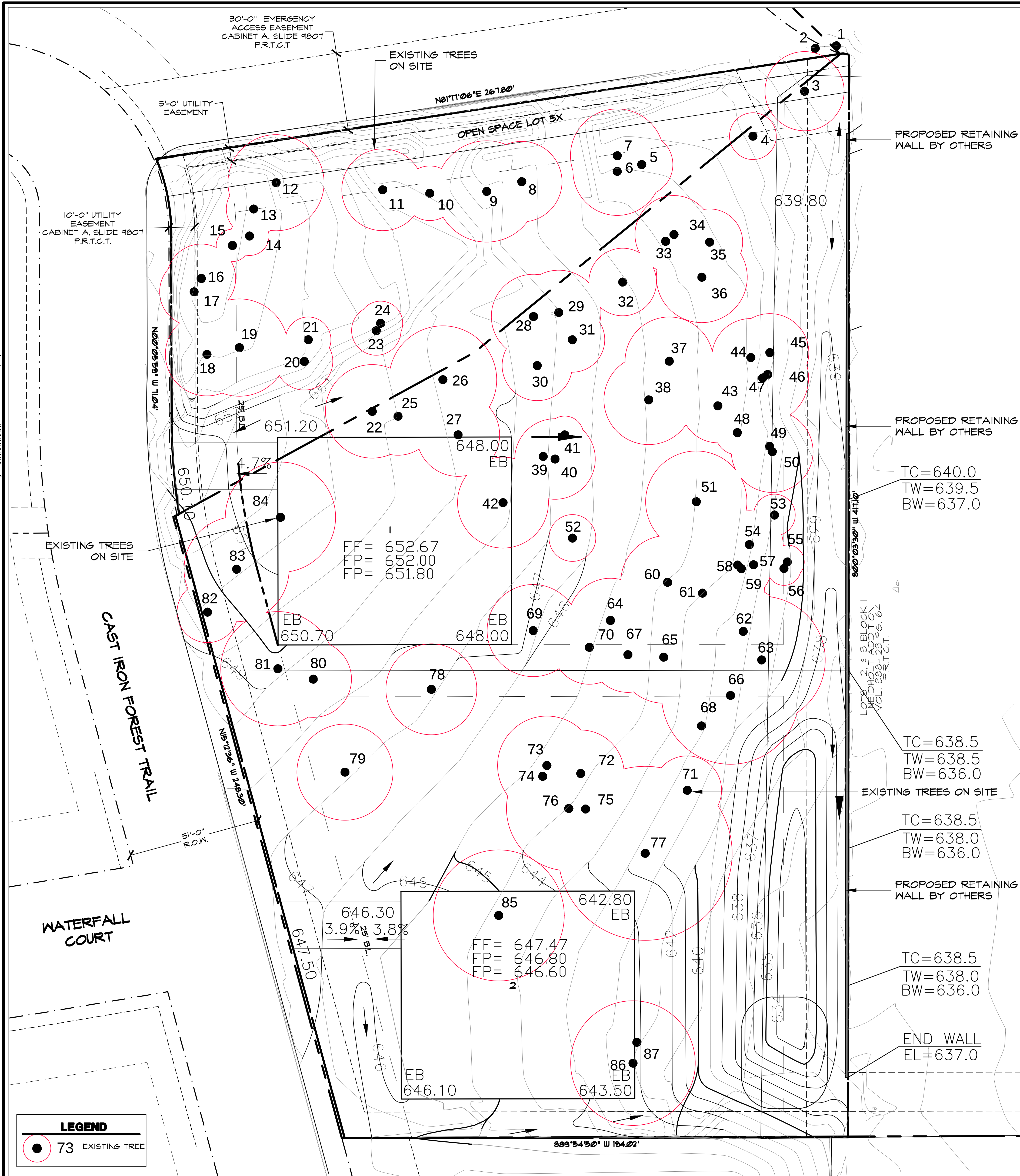
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**PAPE-DAWSON
ENGINEERS**

OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
CONSTRUCTION DETAILS

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C7.0

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Plotted by: ##### Plot Date: 7/5/2018 3:08 PM



EXISTING TREE COVERAGE

- TOTAL PROPERTY AREA = 95,724SF
- TOTAL CANOPY COVERAGE ON SITE = 44,870SF

1

- TREE PROTECTION NOTES
1.

EXISTING TREES SHOWN TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. ORANGE COATED CHAINLINK FENCING (MIN. 4'-0" HEIGHT) SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES OR TREE GROUPS TO REMAIN. PARKING OF VEHICLES OR PERFORMING WORK WITHIN THESE AREAS OTHER THAN SHOWN ON THE PLAN, WILL NOT BE ALLOWED. THE TREE PROTECTION SHALL REMAIN DURING CONSTRUCTION. OTHER TREE PROTECTION MEASURES SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS AND ORDINANCES.
2.

DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, ASPHALT, OIL SOLVENTS, CONCRETE, MORTAR, ETC. WITHIN THE CANOPY AREA OF THE EXISTING TREES SHALL NOT BE ALLOWED.
3.

NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
4.

NO FILL OR EXCAVATION OF ANY NATURE SHALL OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED, UNLESS THERE IS A SPECIFIED WELL OR RETAINING WALL SHOWN ON THE GRADING PLAN.
5.

NO MATERIALS SHALL BE STORED WITHIN THE DRIPLINE AREA OF A TREE TO BE PRESERVED

STUDIO 13
DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

LEONARD W. REES
LANDSCAPE ARCHITECT
1971
January 10, 2018

NORTH

20 10 0 10 20

1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY

Tree Survey Plan

Old Grove, Ph. 2

City Colleyville, Tarrant County, Texas

PLAN REVIEW REVISIONS	BY	DATE
1	MRH	7-5-2018

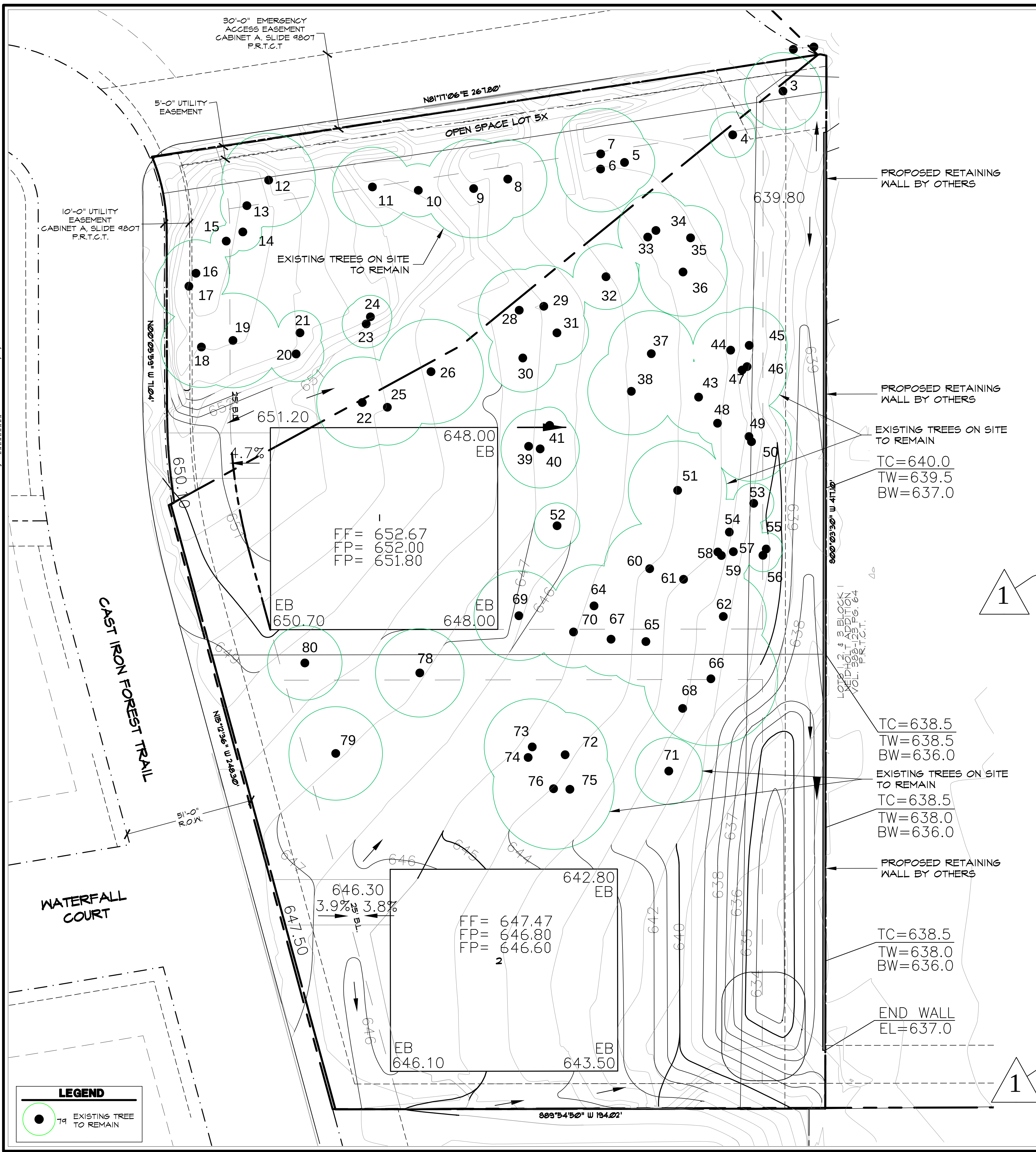
PROJECT

TBI013

SHEET

TR1 of 3

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Plotted by: ##### Plot Date: 7/5/2018 3:16 PM



Old Grove, Ph. 2 Colleyville, Texas							
TR. NO.	SIZE	COMMON NAME	SCIENTIFIC NAME	STATUS	EXEMPT / NON- EXEMPT	REMOVE / REMAIN	LOCATION
1	0	Post Oak	Quercus Stellata	Poor - Unilateral - Cavity - Canopy Dieback	Exempt	Remain	Off Site - NE Corner
2	0	Post Oak	Quercus Stellata	Good Condition	Exempt	Remain	Off Site - NE Corner
3	15.25	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Open Space Lot 5X
4	9	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
5	12	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
6	17	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
7	18	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
8	15.5	Post Oak	Quercus Stellata	Wire in Trunk	Non-Exempt	Remain	Lot 1
9	19.5	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
10	10.5	Post Oak	Quercus Stellata	Good Condition	Non-Exempt	Remain	Lot 1
11	15.75	Cedar Elm	Ulmus Crassifolia	Good Condition	Non-Exempt	Remain	Lot 1
12	18.5	Post Oak	Quercus Stellata	75% Dead - Canopy Dieback	Exempt	Remain	Lot 1
13	10.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
14	7.5	Post Oak	Quercus Stellata	Poor - Vines - Canopy Dieback	Exempt	Remain	Lot 1
15	6.25	Post Oak	Quercus Stellata	Poor - Vines	Non-Exempt	Remain	Lot 1
16	13.25	Post Oak	Quercus Stellata	Poor - Understory - Leaning	Non-Exempt	Remain	Lot 1
17	13.25	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
18	16	Post Oak	Quercus Stellata	OK	Exempt	Remain	Lot 1
19	18.75	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
20	11	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
21	8.75	Easter Red Cedar	Juniperus Virginiana	OK	Exempt	Remain	Lot 1
22	16	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
23	9.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
24	8.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
25	15	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
26	20.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
27	16	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1 - Building Pad
28	16.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
29	16.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
30	13.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
31	12.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
32	13	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
33	9	Easter Red Cedar	Juniperus Virginiana	Poor - Understory - Leaning	Exempt	Remain	Lot 1
34	15	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
35	12.75	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
36	17.5	Post Oak	Quercus Stellata	Slight Canopy Dieback	Non-Exempt	Remain	Lot 1
37	17	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
38	17.25	Post Oak	Quercus Stellata	OK - Vines	Non-Exempt	Remain	Lot 1
39	8.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
40	15.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
41	7.25	Gum Bumelia	Sideroxylon Lanuginosum	Understory	Non-Exempt	Remain	Lot 1
42	17.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1 - Building Pad
43	14.25	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
44	15	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
45	15	Post Oak	Quercus Stellata	Poor - Understory - Leaning - Cavity	Exempt	Remain	Lot 1
46	15.5	Post Oak	Quercus Stellata	Poor - Understory - Leaning	Exempt	Remain	Lot 1
47	17.75	Post Oak	Quercus Stellata	Poor - Canopy Dieback - Vines	Exempt	Remain	Lot 1
48	8.5	Mexican Plum	Prunus Mexicana	Understory	Exempt	Remain	Lot 1
49	14	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
50	15.75	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
51	19.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
52	9	Chinaberry	Melia Azedarach	Cavity	Exempt	Remain	Lot 1
53	8	Mexican Plum	Prunus Mexicana	Poor	Non-Exempt	Remain	Lot 1
54	13	Post Oak	Quercus Stellata	Canopy Dieback	Non-Exempt	Remain	Lot 1
55	6.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
56	6.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
57	6.5	Hackberry	Celtis Occidentalis	Understory	Exempt	Remain	Lot 1
58	9.5	Post Oak	Quercus Stellata	Understory	Non-Exempt	Remain	Lot 1
59	11.5	Post Oak	Quercus Stellata	Understory	Non-Exempt	Remain	Lot 1
60	18	Post Oak	Quercus Stellata	Poor - Cavity - Leaning	Exempt	Remain	Lot 1
61	24	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
62	17	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
63	24.5	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1
64	25.25	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 1
65	17.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
66	26.5	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 2
67	14.75	Post Oak	Quercus Stellata	Poor - Cavity - Canopy Dieback	Exempt	Remain	Lot 1
68	10	Hackberry	Celtis Occidentalis	OK	Exempt	Remain	Lot 2
69	17.75	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 1
70	14.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
71	13.25	Chinaberry	Melia Azedarach	Canopy Dieback	Exempt	Remain	Lot 2
72	16.75	Post Oak	Quercus Stellata	Poor - Cavity - Leaning	Exempt	Remain	Lot 2
73	19	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 2
74	15.5	Post Oak	Quercus Stellata	Understory - Leaning	Exempt	Remain	Lot 2
75	12.75	Post Oak	Quercus Stellata	Understory - Leaning	Exempt	Remain	Lot 2
76	24	Post Oak	Quercus Stellata	Poor - Cavity	Exempt	Remain	Lot 2
77	33.5	Post Oak	Quercus Stellata	Poor - Canopy Dieback - Wind Damage	Exempt	Remain	Lot 2
78	17.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 2
79	18.5	Post Oak	Quercus Stellata	OK	Non-Exempt	Remain	Lot 2
80	14.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 2
81	22	Post Oak	Quercus Stellata	Poor - Dying - Cavity - Lightning Damage - Ants	Exempt	Remove	Lot 1
82	11.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1
83	20.25	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remove	Lot 1
84	21.25	Post Oak	Quercus Stellata	Poor - Wind Damage	Exempt	Remove	Lot 1 - Building Pad
85	25.25	Post Oak	Quercus stellata	Canopy Dieback - Ants	Exempt	Remove	Lot 2 - Building Pad
86	24	Pecan	Carya Illinoensis	OK	Non-Exempt	Remove	Lot 2 - Building Pad
87	9	Hackberry	Celtis Occidentalis	Understory	Exempt	Remove	Lot 2 - Building Pad

TREE SPECIES	NUMBER OF TREES ON SITE	TOTAL CALIPER INCHES (on-site)	NUMBER OF EXEMPT TREES REMOVED	CALIPER INCHES EXEMPT TO BE REMOVED	NUMBER OF NON-EXEMPT TREES REMOVED	CALIPER INCHES NON-EXEMPT TO BE REMOVED	REPLACEMENT TREES TO BE PLANTED (1" CALIPER)
Post Oak	71	1110	8	158.5	0	0	0
Blackjack Oak	0	0	0	0	0	0	0
Live Oak	0	0	0	0	0	0	0
Bald Cypress	0	0	0	0	0	0	0
Chinaberry	2	22.25	0	0	2	0	0
Persimmon	0	0	0	0	0	0	0
Cottonwood	0	0	0	0	0	0	0
Loblolly Pine	0	0	0	0	0	0	0
Mulberry	0	0	0	0	0	0	0
Gum Bumelia	1	7.25	0	0	1	24	8
Pecan	1	24	0	0	1	24	8
Easter Red Cedar	2	17.75	0	0	0	0	0
Cedar Elm	1	15.75	0	0	0	0	0
Lacebark Elm	0	0	0	0	0	0	0
Hackberry	7	62.5	1	9	0	0	0
American Elm	0	0	0	0	0	0	0
Total	85	1259.5	9	167.5	3	24	8

TREE SPECIES	NUMBER OF TREES ON SITE	TOTAL CANOPY COVERAGE SF (on-site)	NUMBER OF EXEMPT TREES REMOVED	SQUARE FEET EXEMPT TO BE REMOVED	NUMBER OF NON-EXEMPT TREES REMOVED	SQUARE FEET NON-EXEMPT TO BE REMOVED	NUMBER OF TREES SAVED/SQUARE FEET
Total	85	44,870	9	10,014	3	1,810	73 / 33,293
% of Total				22.3%		4.0%	74.3%

CANOPY COVERAGE

TOTAL EXISTING TREE CANOPY COVERAGE ON SITE - 46.8%

- TOTAL CANOPY COVERAGE 44,870sf

- TOTAL SITE 45,729sf

TOTAL TREE CANOPY COVERAGE REQUIRED TO BE PRESERVED - 50%

TOTAL TREE CANOPY BEING PRESERVED - 33,293sf 74.3%

EXISTING TREE COVERAGE PRESERVATION REQUIREMENTS

- TOTAL PROPERTY AREA = 45,729sf

- TOTAL CANOPY COVERAGE ON SITE = 44,870sf

46.8% CANOPY COVERAGE ON SITE

50% MIN. CANOPY COVERAGE TO BE PRESERVED

74.3% OF EXISTING CANOPY COVERAGE REMAINING

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY

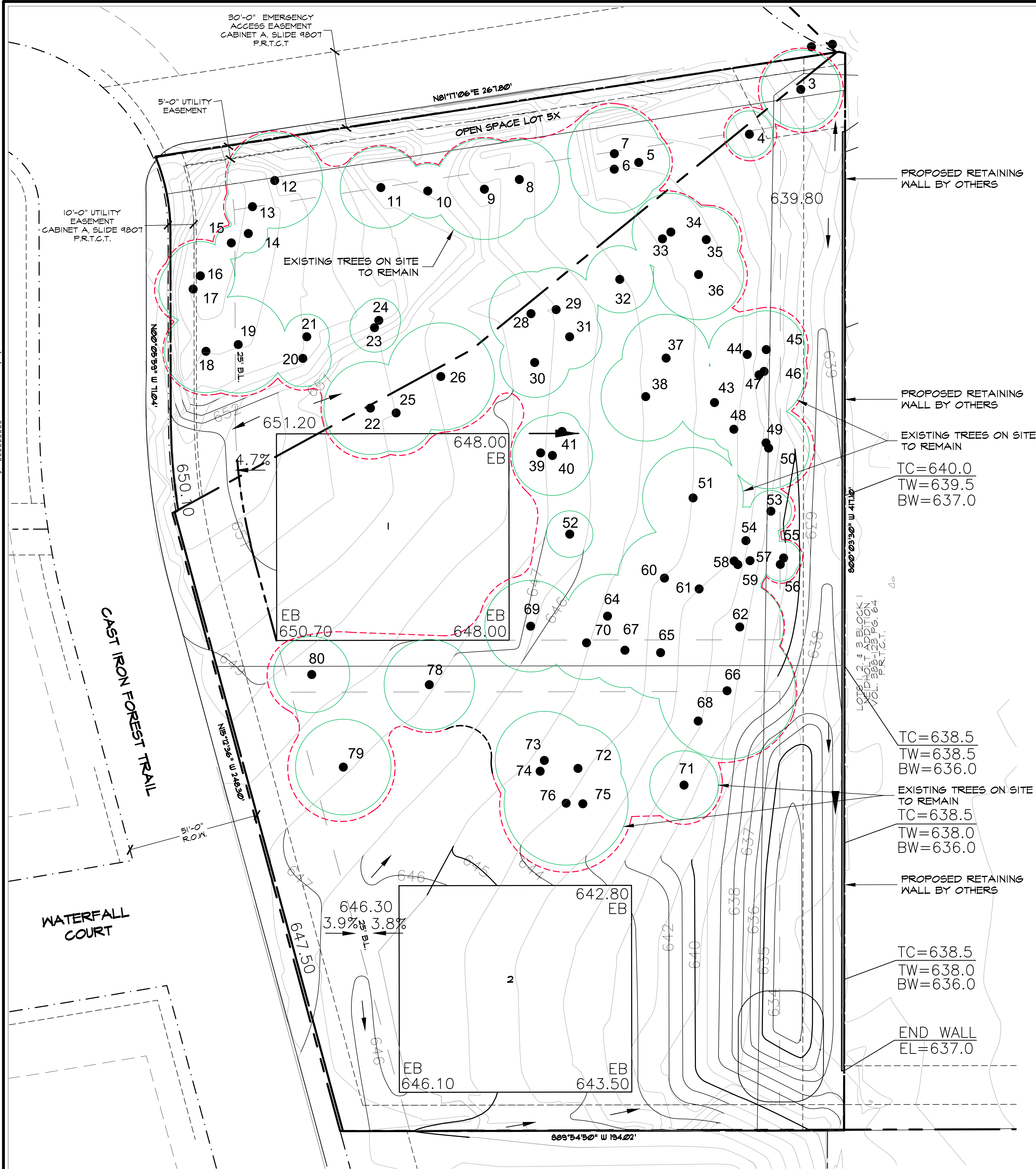
Tree Mitigation Plan
Old Grove, Ph. 2
City Colleyville, Tarrant County, Texas

DATE	7-5-2018
BY	MH
PLAN REVIEW REVISIONS	
REVISED PER CIVIL CHANGES	
#	1

PROJECT
TBI013

SHEET
TR2 of 3

Drawing: \\Studio13\main\Users Shared\Folders\shared\Projects\TBI013 - Old Grove\DWG\TBI013-TR.dwg Saved By: Matthew Save Time: 7/5/2018 12:05 PM
Plotted by: ##### Plot Date: 7/5/2018 2:59 PM

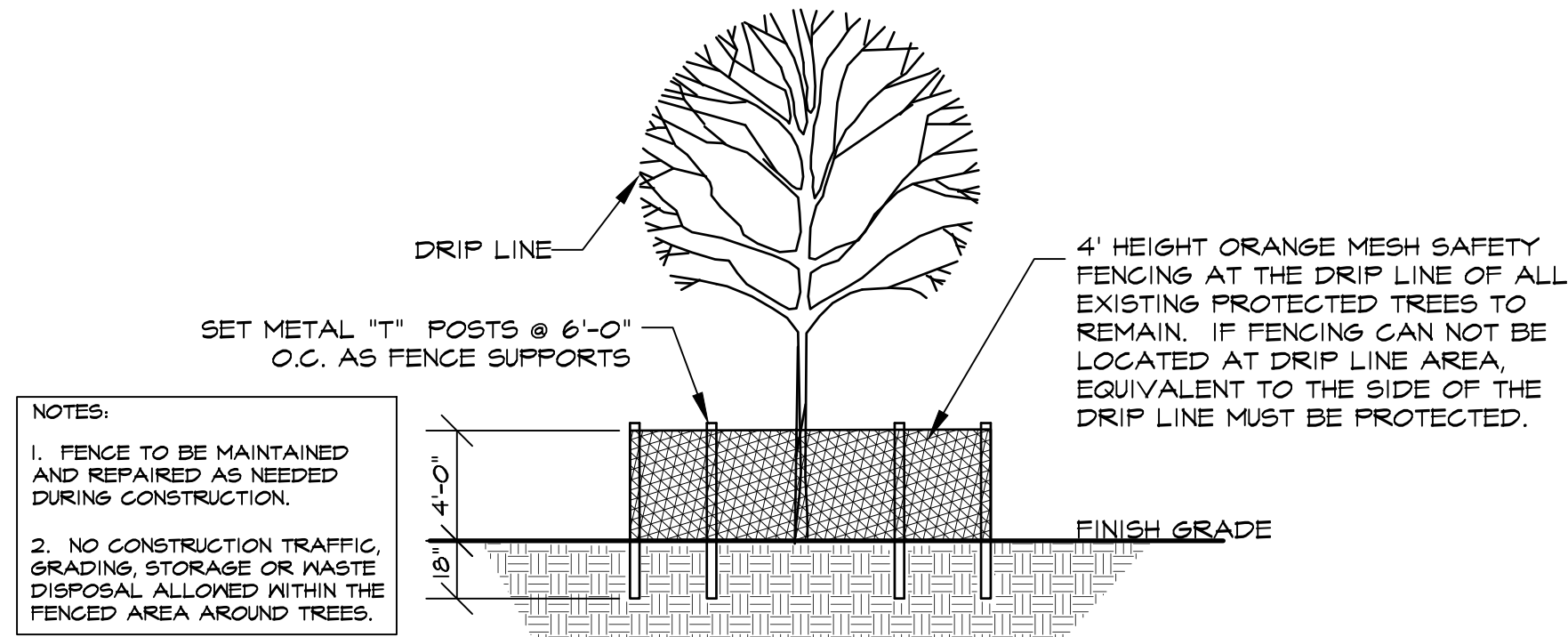


LEGEND

- EXISTING TREE TO REMAIN
- - - TREE PROTECTION FENCE

TREE PROTECTION NOTES

- EXISTING TREES SHOWN TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. ORANGE COATED CHAINLINK FENCING (MIN. 4'-0" HEIGHT) SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES OR TREE GROUPS TO REMAIN. PARKING OF VEHICLES OR PERFORMING WORK WITHIN THESE AREAS OTHER THAN SHOWN ON THE PLAN, WILL NOT BE ALLOWED. THE TREE PROTECTION SHALL REMAIN DURING CONSTRUCTION. OTHER TREE PROTECTION MEASURES SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS AND ORDINANCES.
- DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO, PAINT, ASPHALT, OIL SOLVENTS, CONCRETE, MORTAR, ETC. WITHIN THE CANOPY AREA OF THE EXISTING TREES SHALL NOT BE ALLOWED.
- NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
- NO FILL OR EXCAVATION OF ANY NATURE SHALL OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED, UNLESS THERE IS A SPECIFIED WELL OR RETAINING WALL SHOWN ON THE GRADING PLAN.
- NO MATERIALS SHALL BE STORED WITHIN THE DRIPLINE AREA OF A TREE TO BE PRESERVED.



1
TR3 **PROTECTED TREES - TREE PROTECTION DETAIL**
NOT TO SCALE

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #BR643

LEONARD W. REES
JULY 10, 1971
January 10, 2018

NORTH

20 10 0 20
1" = 20' - 0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

TREE SURVEY	
Tree Protection Plan	
Old Grove, Ph. 2	
City Colleyville, Tarrant County, Texas	
PLAN REVIEW REVISIONS	DATE
BY	7-5-2018
REVISOR PER CIVIL CHANGES	MRH
#	1
PROJECT	
TBI013	
SHEET	
TR3 of 3	

Notification Map



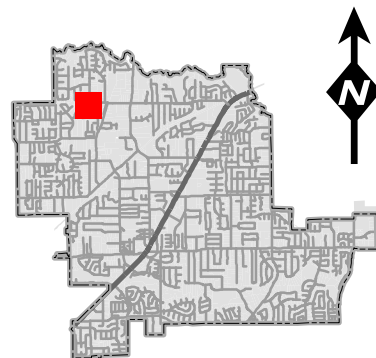
PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

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
AGNEW, GARRICK D	204 WATERFALL CT	COLLEYVILLE, TX	76034	204 WATERFALL CT
ALLEN, CARL E	2300 HENRY PKWY APT 209	FLOWER MOUND, TX	75022	200 COMPTON CT
ALLEN, LEROY	101 STILLWATER CIR	COLLEYVILLE, TX	76034	101 STILLWATER CIR
BARNES, IRWIN	200 WATERFALL CT	COLLEYVILLE, TX	76034	200 WATERFALL CT
BATTLES, BRANDON	101 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	101 JOHN MCCAIN RD
BOLTON, JONATHON	202 COLDEN CT	COLLEYVILLE, TX	76034	202 COLDEN CT
BROYLES, RANDY	7212 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	7212 JOHN MCCAIN RD
BUTLER, PERRY L	208 WATERFALL CT	COLLEYVILLE, TX	76034	208 WATERFALL CT
BYRD, MICHAEL C	113 STILLWATER CIR	COLLEYVILLE, TX	76034	113 STILLWATER CIR
CARDONA, GLORIA J	213 COLDEN CT	COLLEYVILLE, TX	76034	213 COLDEN CT
CATALINA LONE STAR LLC	108 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	7204 JOHN MCCAIN RD
CLARK, EDWARD D	104 WATERFALL CT	COLLEYVILLE, TX	76034	104 WATERFALL CT
COX, CLYDE	105 STILLWATER CIR	COLLEYVILLE, TX	76034	105 STILLWATER CIR
DAWSON FARMS LLC	406 PECAN DR	IRVING, TX	75060	7215 JOHN MCCAIN RD
DAWSON FARMS LLC	406 PECAN DR	IRVING, TX	75060	7215 JOHN MCCAIN RD
DAWSON FARMS LLC	3421 S BRIERY	IRVING, TX	75060	7209 JOHN MCCAIN RD
DECKER, RENNI	108 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	108 HAWKS RIDGE TR
ETTA, ANITA B	101 WATERFALL CT	COLLEYVILLE, TX	76034	101 WATERFALL CT
FANG EN LEE, JENNIFER	117 STILLWATER CIR	SOUTHLAKE, TX	76092	117 STILLWATER CIR
FREIG, JOSE	104 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	104 HAWKS RIDGE TR
GULAMHUSSAIN, DIDAR	200 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	200 HAWKS RIDGE TR
HA, THANH THUC	100 HAWKS RIDGE TR	COLLEYVILLE, TX	76034	100 HAWKS RIDGE TR
HIGHTOWER, ROXANNE S	104 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	104 JOHN MCCAIN RD
INMAN, MARGARET K	212 WATERFALL CT	COLLEYVILLE, TX	76034	212 WATERFALL CT
JOHNSON, MARK	203 COLDEN CT	COLLEYVILLE, TX	76034	203 COLDEN CT
KELLY, JOHN	105 WATERFALL CT	COLLEYVILLE, TX	76034	105 WATERFALL CT
KILPATRICK, JOHN	201 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	201 HAWKS RIDGE TR
LAW, JAMES	109 STILLWATER CIR	COLLEYVILLE, TX	76034	109 STILLWATER CIR
LOMME, FRED	208 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	208 HAWKS RIDGE TR
MCKENNA, DENISE	109 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	109 HAWKS RIDGE TR
MCKINNON JAMES S & VICKIE S MC	207 COLDEN CT	COLLEYVILLE, TX	76034	207 COLDEN CT
OLD GROVE MAINTENENCE ASSN INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	6901 CAST IRON FOREST TR
OLD GROVE MAINTENENCE ASSN INC	1800 PRESTON PARK BLVD STE 101	PLANO, TX	75093	317 OLD GROVE RD
OSOWO, AYODELE	7001 CAST IRON FOREST TRL	COLLEYVILLE, TX	76034	7001 CAST IRON FOREST TR
OWEN, JOHN	201 WATERFALL CT	COLLEYVILLE, TX	76034	201 WATERFALL CT
PATEL, AJAY ARVIND	209 WATERFALL CT	COLLEYVILLE, TX	76034	209 WATERFALL CT
PINTO, EZEQUIEL	101 HAWKS RIDGE TR	COLLEYVILLE, TX	76034	101 HAWKS RIDGE TR
PINTO, LYNDA D ETAL	105 HAWKS RIDGE TR	COLLEYVILLE, TX	76034	105 HAWKS RIDGE TR
RAHMAN, EDWARD A	100 WATERFALL CT	COLLEYVILLE, TX	76034	100 WATERFALL CT
RAU, SUSAN	7105 CAST IRON FOREST TRL	COLLEYVILLE, TX	76034	7105 CAST IRON FOREST TR
REVOCABLE TRUST OF CLINT D JAY	201 COMPTON CT	COLLEYVILLE, TX	76034	201 COMPTON CT
RIACH, STEVEN E	7109 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	7109 JOHN MCCAIN RD
RIEWE, KEITH	204 COMPTON CT	COLLEYVILLE, TX	76034	204 COMPTON CT
SANTEE, GREGORY N	208 COMPTON CT	COLLEYVILLE, TX	76034	208 COMPTON CT
SMITH, WILLIAM	205 WATERFALL CT	COLLEYVILLE, TX	76034	205 WATERFALL CT
TAYLOR, ROGER	210 COLDEN CT	COLLEYVILLE, TX	76034	210 COLDEN CT
TOLL DALLAS TX LLC	250 GIBRALTAR RD	HORSHAM, PA	19044	105 JOHN MCCAIN RD
TOLL DALLAS TX LLC	250 GIBRALTAR RD	HORSHAM, PA	19044	103 JOHN MCCAIN RD
TOLL DALLAS TX LLC	250 GIBRALTAR RD	HORSHAM, PA	19044	7189 CAST IRON FOREST TR
VAN HORNE, EDWARD	108 JOHN MCCAIN RD	COLLEYVILLE, TX	76034	108 JOHN MCCAIN RD
WHEAT, CARROL	206 COLDEN CT	COLLEYVILLE, TX	76034	206 COLDEN CT
WIRT, CARL BRITTON	205 COMPTON CT	COLLEYVILLE, TX	76034	205 COMPTON CT
YANG, YAN	204 HAWKS RIDGE TRL	COLLEYVILLE, TX	76034	204 HAWKS RIDGE TR
CHANEL COURT	7300 Chanel Court	COLLEYVILLE, TX	76034	COURTESY NOTICE
MONTICELLO ADDITION-COLLEYVLE	P.O. Box 254	COLLEYVILLE, TX	76034	COURTESY NOTICE
OLD GROVE ADDITION	P.O. Box 1481	COLLEYVILLE, TX	76034	COURTESY NOTICE
VANGUARD ESTATES ADDITION	7105 Vanguard Court	COLLEYVILLE, TX	76034	COURTESY NOTICE
WESTMONT ADDITION	5751 Kroger Drive	KELLER, TX	76244	COURTESY NOTICE
KELLER ISD	350 KELLER PKWY	KELLER, TX	76248	STATE REQUIRED
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
MALY, MATTHEW	6500 WEST FREEWAY, STE 700	FORT WORTH, TX	76116	APPLICANT

Public hearing notices were mailed on August 28, 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, December 14, 2020 at 7:00 p.m.

City Council Meetings: Tuesday, January 5, 2021 at 7:30 p.m.

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

Request: Consideration of a Replat for Lots 1, 2, and 3X, Block 1, Old Grove Addition, Phase II, being Lots 1 & 2, Block 1, Neidholt Addition and Lot 2X, Block E, Old Grove Addition. The purpose is to plat the three properties into two single-family residential lots and one open space lot.

Zoning Case: PC20-006

Applicant: Matthew Maly

Owner: Toll Dallas TX LLC

Location: 103 & 105 John McCain Road and 7189 Cast Iron Forest Trail

Property Description: Lot 1 & 2, Block 1, Newgren Addition and Lot 2X, Block E, Old Grove Addition

Present Zoning: PUD-R Planned Unit Development-Residential

NOTICE OF PUBLIC HEARING

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



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

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

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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Letter of Opposition

Subject: FW: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail
Attachments: 203 Colden Ct email M.Maly.pdf

From: Jennifer Johnson

Sent: Wednesday, October 28, 2020 3:13 PM

To: Jackie Reyff; Larry Wright ; smathisencpa; ryan.moore; sbilqees; kimberlydraperholt; m.koch75; ckbevill; gbond; George Dodson ; Chuck Kelley ; Kathy Wheat

Cc: Susan Rau ; Ben Bryner ; Araceli Botello ; Beth Battles ; battles; rfreitag; annheape; tonyagross; Mark ICE: Johnson

Subject: Re: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail

As further follow up, please see below response from the Engineer supporting Toll Brothers. Their plan has this 3' wide, 6" deep concrete flume coming west across our property line, making a right angle turn North, and then dropping water into a 1' deep ditch. If all goes according to their estimates, we have 1.2" of excess depth. If the calculations are wrong, our home can be flooded.

Our gameroom and bedroom will be looking at a cement flume and 1' ditch, not to mention the damage done to the post oak roots during construction and enduring cement covering them.

Please do not approve this plan that threatens our home with flooding.

Jennifer

On Oct 27, 2020, at 6:07 PM, Jennifer Johnson <> wrote:

To the P&Z Board (including the two Council Liaisons, as well as Kathy who lives across the street and is familiar with the geography),

Mark and I live at 203 Colden Ct, our property is adjacent (east) of the Old Grove HOA property and the Battles property (backyard). Mark and I both spoke at the P&Z Meetings, and the City Council meeting when this was proposed in 2018. We were opposed then, and remained opposed.

In 2018 the proposal was similar to now, as was discussed at your Work Session last night. The retaining wall and detention pond appear unchanged. Two years ago, the water was to run into pipes East along the HOA property line, then North, down our property line (drainage easement). Now, after meeting with Mike Boswell, they are no longer running pipes, but want to have the water flow into a cement flume along the east HOA property line that ends with a "collar" at our property line, and from there, they would grade our lot North and down the property line, and install grasscrete to prevent erosion. We are VERY concerned that during a heavy, fast rainfall, the run-off water will be uncontained and has the potential to flash flood our home.

In addition to this new concern, our other concerns from two years ago remain unchanged:

We are very concerned about the proposed dry retention pond and the risk to the health of neighboring homeowners and their property if the dry retention pond is not maintained. We are all at the mercy of the homeowner to maintain the pond, with no recourse if they do not.

Letter of Opposition

Our other opposition to this plan is that there are large oak trees along both the HOA easement (East/West), and a 100 year old Post Oak in our backyard (below right photo) within the easement (North/South) and planned drainage area that will have roots damaged when the drainage pipes or cement flume are installed. During the 7 years we have owned our house, we have spent over \$3,000 treating our Post Oak. We don't think it can survive having a good portion of its' root structure damaged.

Thank you for your consideration.

Jennifer and Mark Johnson

Letter of Opposition

From: Matthew Maly
Subject: RE: 203 Colden Ct
Date: October 28, 2020 at 11:02 AM
To: Jennifer Johnson
Cc: Mark ICE: Johnson



Mike Boswell

M

Good morning Mr. and Mrs. Johnson,

I've attached an exhibit created from our design plans that highlights the areas from Lot 17X (Area O1 - light blue) and adjacent to your west (Area O2 - grey) as they drain to the inlet at the northwest corner of your property. The runoff anticipated, based on the City's design criteria, is 7.2cfs when including those two areas and the proposed pond's discharge. We sized the flume and grasscrete sections to accommodate that flow.

What it means is that you could expect 3.5" of water depth within the 6" flume section (1.6" excess depth) and approximately 1' of depth within the grasscrete swale adjacent to your driveway (1.2" of excess depth assuming 2.5H:1V side slopes). These are what we assume as peak flows and depths based on the City's design criteria where there is additional capacity in the flume and swale in both sections.

I'm happy to discuss further if the above explanation doesn't speak to your concern.

Thank you,

Matthew Maly, P.E. | Project Manager
Pape-Dawson Engineers, Inc.
TBPE Firm Registration #470

One Ridgmar Centre, 6500 West Fwy., Suite 700, Fort Worth, TX 76116
P: 817.870.3668 | E: MMaly
Fort Worth | San Antonio | Austin | Houston | Dallas

Visit our new website - www.pape-dawson.com

CONFIDENTIALITY NOTICE

This electronic mail transmission may be confidential, may be privileged, and should be read or retained only by the intended recipient.

If you have received this transmission in error, please immediately notify the sender and delete it from your system.

-----Original Message-----

From: Jennifer Johnson
Sent: Tuesday, October 27, 2020 4:28 PM
To: Mike Boswell ; Matthew Maly
Cc: Mark ICE: Johnson
Subject: Re: 203 Colden Ct

Mike and Matt,

A couple of things after Mark and I have had time to process the discussion yesterday. We are very worried about the volume of water that could come down the HOA property and into our yard. If we have a fast heavy rain, the water may overwhelm the flume, the collar at the turn, or the grasscrete area, potentially causing water damage to our home. What info do you have on water volumes for those lots?

Also, I have reached out to our HOA to understand what the approval process is (if any) for modifying the grade and installation of the grasscrete. I have explained that it is a drainage easement. The HOA does not allow any modifications to our homes (except annual flowers) without their approval.

Thanks,
Jennifer

On Oct 26, 2020, at 6:17 PM, Mike Boswell
Thank you,

Mike Boswell
Director of Land Development

Toll Brothers, America's Luxury Home Builder®
2555 SW Grapevine Parkway, Suite 100, Grapevine, Texas 76051
Office: (817) 329-7973 | Cell: (972) 672-5228 | Fax: (817) 251-7309

-----Original Message-----

Letter of Opposition

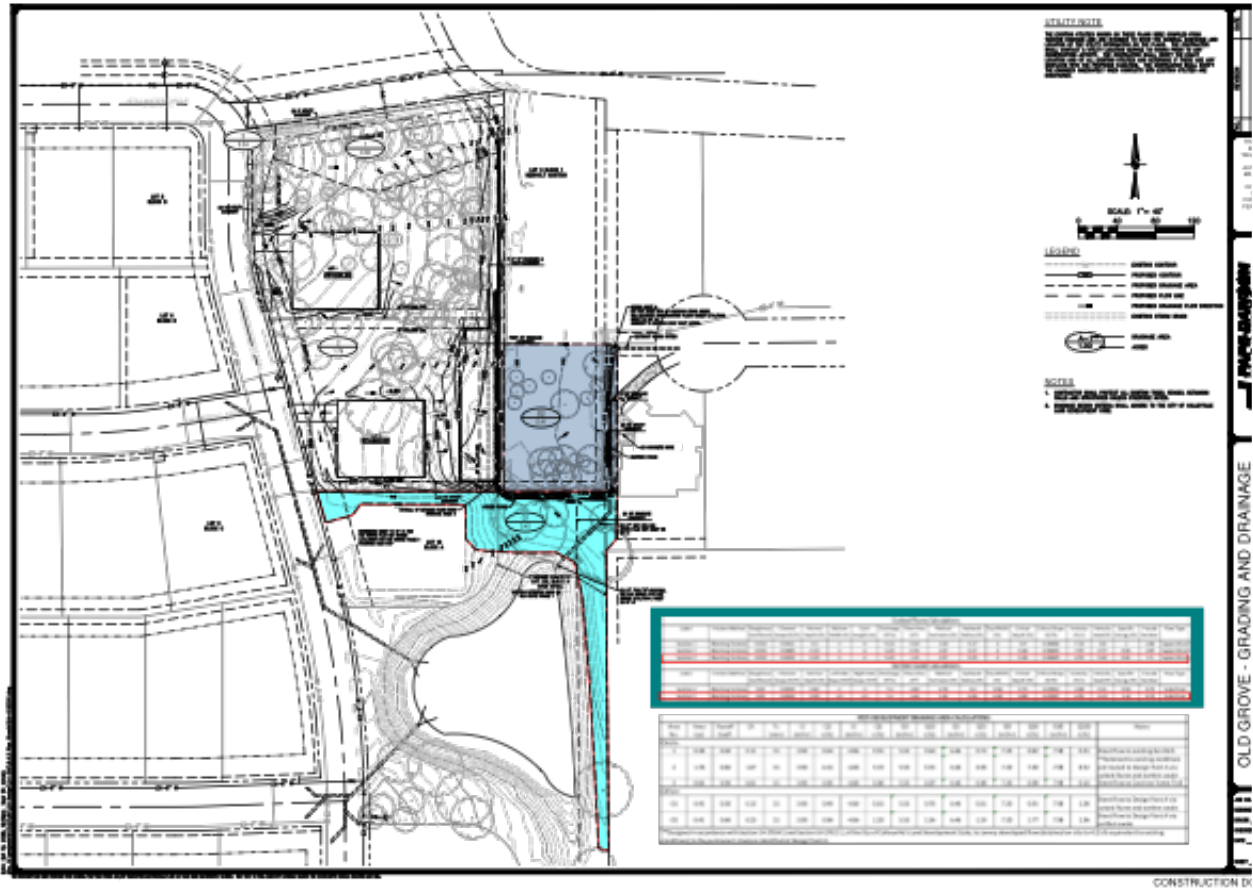
From: Jennifer Johnson
Sent: Monday, October 26, 2020 4:48 PM
To: Mike Boswell
Cc: Mark ICE: Johnson
Subject: 203 Colden Ct

EXTERNAL EMAIL : Use caution with links and attachments

Thanks for meeting with us today on the Battles property. I have copied Mark so that you have both our emails. Below are our cell #'s. Could you reply with your cell number?

Jennifer 817-919-4561
Mark 817-797-6917

Thanks,
Jennifer



Letter of Opposition

Subject: FW: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail

From: Susan Rau

Sent: Monday, November 2, 2020 2:47 PM

To: Jackie Reyff; jwjohnson114; Larry Wright; smathisencpa; ryan.moore; sbilqees; kimberlydraperholt; m.koch75; ckbevill; gbond; George Dodson; Chuck Kelley ; Kathy Wheat

Cc: Ben Bryner; Araceli Botello; ebattles; battles; rf Freitag; annheape; tonyagross; majohnson124; Susan Rau

Subject: Re: Case PC20-006 Replat 105 & 103 John McCain 7189 Cast Iron Forest Trail

Attn: Jackie Reyff, Principal Planner, City of Colleyville

My husband, Richard Freitag, and I live at 7105 Cast Iron Forest Trail. This email summarizes our concerns regarding the proposed re-plat of the property adjacent to our home. This case (PC20-006) is scheduled to be presented and considered by the Planning & Zoning Committee at its meeting on 11/9/2020.

We are in complete agreement with the points made by Jennifer & Mark Johnson, who live at 203 Colden Court. Copies of their emails dated 10/27/2020 and 10/28/2020 are included below. The Johnson's written objections followed an impromptu meeting that Toll Brothers requested with homeowners early last week. I attended along with the Brandon and Beth Battles and Jennifer Johnson. Mike Boswell from Toll Brothers and Matthew Maly from Pape-Dawson Engineering presented the proposal as we walked the area.

By way of background, Toll Brothers attempted to re-plat the subject properties in 2018-2019. Several P&Z and City Council meetings discussed the Toll Brothers proposal, but ultimately the City Council did not approve the drainage solutions proposed by Toll and its engineering consultants. The matter was tabled several times and ultimately withdrawn in 2019. Since then, Toll Brothers attempted to sell the land, then took it off the market and apparently has now decided to once again attempt to re-plat the land and build two homes.

As the Johnson's have noted in their emails, Toll Brothers' current proposal is substantially the same as it was two years ago, except that drainage would now run largely above ground. This may be problematic in terms of potential flooding, construction issues and ongoing maintenance--all of which are addressed in the Johnson's email.

We have three concerns about the latest Toll Brothers' proposal:

1. **The 2020 proposed drainage solution bypasses the large existing retention pond on Cast Iron Forest Trail.**
 1. At the final hearing before Toll withdrew its previous proposal, the City Council questioned various aspects of the engineering, grading and drainage. One key point was the Council's questions as to why the 2018 proposal refused to direct drainage into the existing large retention pond on Cast Iron Forest Trail. In response, Toll Brothers cited several deficiencies in the construction of the existing pond. To my knowledge, Toll Brothers has not made any changes or improvements to the existing pond in recent years.

Letter of Opposition

2. When we asked the Toll Brothers representative at last week's meeting why the latest proposal still does not direct the runoff to the large existing retention pond, Toll's answer was that they (Toll) consider the existing pond to be "defunct". This response was curious since Toll is currently building on another lot (109 Old Grove Road); the runoff from that lot will drain into the large existing pond. In fact, since taking over from David Bagwell (2014?), Toll has built in excess of 30 homes that drain into the large retention pond.
2. **The 2020 proposal includes a dry detention pond on a private lot in a PUD-R zoning tract.**
 1. As we understand it, the owner of "lot 2" would be responsible for the care and maintenance of the detention pond. Such ponds can easily become clogged with grass clippings, mulch, debris etc. Even simple acts like adding flower beds or playground equipment could alter the grading such that drainage is also affected. Unless or until the homeowner applied for a permit to build a pool or otherwise make major changes to its backyard, the only recourse that the HOA and City would have to enforce the maintenance of the pond is evidence of flooding, washouts or other damage to surrounding properties.
3. **The open channel construction being proposed is dangerous, unhealthy and unsightly.**
 1. The area behind our home and the Battles' property and alongside the Johnson's property is governed by the Old Grove HOA, and, possibly, by the Westmont HOA. This land borders the large retention pond and is available to residents to enjoy a walk, fishing or just gazing at the pond. It is also a refuge for birds and other wildlife. While there isn't tremendous foot traffic, the open construction is likely to breed mosquitos, become clogged with leaves, debris and otherwise make footing dangerous.
 2. In addition, access to the sanitary sewer line, underground utilities and the egress from the large retention pond may be impaired by the channel.

For these reasons, we object to the Toll Brothers plans as submitted and ask that the P&Z Committee and the City Council reject the current submission. Thank you in advance. Please contact me should you have any questions.

Best Regards,

Susan E. Rau & Richard Freitag
7105 Cast Iron Forest Trail
Colleyville TX 76034
908.962.3727 (cellular)

RESOLUTION R-21-4575

**A RESOLUTION DENYING A REPLAT FOR LOTS 1, 2, AND 3X,
BLOCK 1, OF THE OLD GROVE ADDITION, PHASE II**

WHEREAS, the Planning and Zoning Commission recommended approval of the Replat of Lots 1 & 2, Block 1, of the Neidholt Addition and Lot 2X, Block E, of the Old Grove Addition, Phase II September 14, 2020.

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

Sec. 1. THAT the Replat for Lots 1, 2, and 3X, Block 1, of the Old Grove Addition, Phase II on approximately 2.20 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 5TH DAY OF JANUARY 2021.

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

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

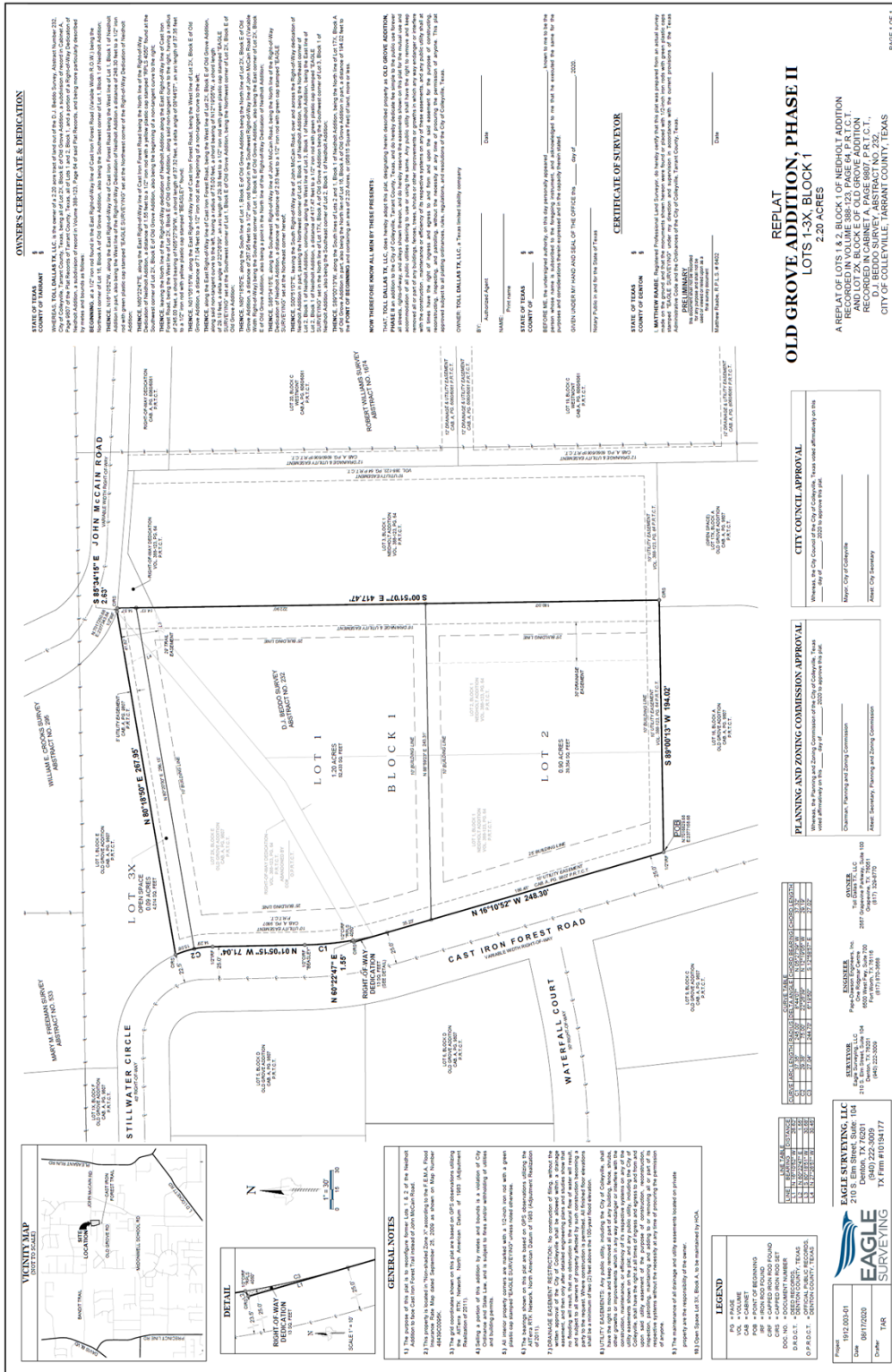
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

Exhibit "A" - Plat Exhibit





City of Colleyville City Council Agenda Briefing

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

Agenda Number 10

Agenda Date 3/2/2021

Type Report

Department City Secretary

Title

Colleyville Library Board Minutes - December 14, 2020

Planning and Zoning Commission Minutes - January 11, 2021

Planning and Zoning Commission Minutes - January 25, 2021

Attachments

1. Library Board Minutes - December 14, 2020
2. Planning and Zoning Commission Minutes - January 11, 2021
3. Planning and Zoning Commission Minutes - January 25, 2021



City of Colleyville

Colleyville Library Board MINUTES

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

Monday, December 14, 2020
6:00 p.m.

Colleyville Public Library
110 Main Street

1. CALL TO ORDER

The meeting was held via WebEx. Chair Gary McPherson called the meeting of the Colleyville Library Board to order at 6:06 p.m.

Present Board members: Chair Gary McPherson, Molly Skinner, Pat Jones, Cecilia Sublette, Joan Roberts, Kay Newton, Joy Fulton Lee, Wanda Cotter; City Staff: Library Director Mary Rodne, Library Administrative Secretary Maria Hoefke

Absent Board members: Tina Bond

2. APPROVAL OF MINUTES

October 12, 2020

A motion was made by Molly Skinner and seconded by Joan Roberts to approve the October 12, 2020 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Introduction of new Colleyville Board Members

Director Mary Rodne provided an update on the Library Board reappointments. Chair Gary McPherson requested board members to introduce themselves and provide background information.

3b Election of Chair and Vice-Chair

A motion was made by Molly Skinner to nominate Gary McPherson for Chair of the Colleyville Library Board. A motion was made by Kay Newton to nominate Cecilia Sublette as Vice-Chair of the Colleyville Library Board. The nominations were approved, as presented, with a unanimous vote.

3c Review Colleyville Library Board Bylaws

Director Mary Rodne stated that Library Board Bylaws were included, annually, for member review. Rodne reminded the Board of the importance of adhering to meeting

attendance guidelines outlined in Section 2.6 and described the general frequency of Library Board meetings.

3d Discussion of Items for Future Agendas

Chair McPherson asked for a board discussion regarding funding sources for the Library. Rodne stated that the Library budget is funded through three funds and would provide a breakdown of the allocation at a future meeting.

The next regularly scheduled meeting was tentatively set for Monday, February 08, 2021. Meetings for the remainder of 2021 are tentatively set for April 12; June 14; August 9; October 11; and December 13.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics:

Director Rodne provided an overview of the statistics and programs for the months of October 2020 through November 2020.

B. Donations:

Rodne reported that during the months of October and November the Library had not received any donations.

C. Programs:

Director Rodne provided an overview of the Library's program and events from this fall into early next year.

In Youth Services, 34 virtual programs were held with 639 in attendance. In Adult Services, nine programs were held with 56 in attendance. In October, the Library hosted Check 'n Treat, as having the annual Halloween Party was not possible this year. The event was held on October 31st and when patrons came to check out any Library item, staff handed out treat bags. A total of 200 were handed out, 150 to children and 50 to adults. Some of the participants came in costume.

In November, Youth Services filmed a Virtual Thanksgiving program. It was offered on the City's Facebook page and had 500 views. The video featured the Library's mascot, Rocket and members of City staff who all helped launch The Gratitude Game. The Gratitude Game utilized a small bag of skittles with each color representing a different aspect of gratitude. Prior to the program, supplies for The Gratitude Game and Thanksgiving craft kits were distributed. Approximately 150 kits were given out.

The Library celebrated its 17th birthday on November 24th. To celebrate the Library's special day, and Thanksgiving, any Library card holder who checked out an item that week, received a special birthday card thank you from the Library and a treat bag. 80 bags and cards were given out.

The Library served as a site for early voting for three weeks during the month of October, and as a voting site for Election Day on November 3. The voting was held on the second floor in the meeting rooms of the Library. The Library was fully open offering all services throughout that time and had a gate count of 17,183 people pass through the doors. According to Tarrant County election officials, 16,823 people voted at the Library. Additionally, the Library registered 173 new Library cards and 10 new non-resident cards.

In November, the Library underwent a major upgrade to its back-end systems. The Library received a new server and additional features including automatic renewals of library materials, notification of expiring library cards, and optional patron account sign-in via Google.

With the increase of COVID cases, the Library capacity was reduced from 75 percent to 50 percent, meaning only about 100 people are allowed in the building at one time. The Library is still quarantining Library materials for three days when they are returned. No study rooms are open, the computers and printer are still not open to the public. A few tables remain in the Library for public use.

In November, the Library launched a new service, PressReader. This service is a digital application allowing for patrons to access over 7,000 newspapers and magazines from around the world. Colleyville Library cardholders are able to get unlimited access with their library card.

On December 7th, the Library launched The StoryWalk® Project featuring the book, *Bear Snores On*. The program features 18 signs around the Plaza each depicting a page of the book. Activity sheets and a Bear hunt are part of the fun. Completed sheets are entered into a drawing for a \$35 City gift card. The StoryWalk® Project will continue through January 31, 2021.

Youth Services is offering a Christmas Party-to-Go packet this month. Included are crafts, snacks, and treats. Individual wrapped holiday cookies from Market Street are included with the crafts. The Library started with 100 treat bags, but increased that amount to 150 due to the high wait list. The bags will be available December 21st, 22nd, and 23rd.

The Library plans to create a new circulating collection, Binge Boxes, which will feature a variety of themed DVD's in sets of four, five and six. To launch the circulation of this

collection, the boxed sets will be checked out in a popcorn container, which will include a bag of popcorn and a theatre-sized box of candy.

The Library's winter programming will all be virtual and each month the Youth Services staff will have a themed kit for patron pick-up.

The Winter Reading Program theme will be, Hibernate with a Good Book.

Filled staffing positions are almost complete except for one full-time and one clerk position.

The Library will be closed for the holiday season starting at 5:00 p.m., December 23rd through December 26th. The Library will also be closed at 5:00 p.m., December 31st and January 1st.

4b Friends of the Colleyville Public Library Report

Joan Roberts stated the Friends of the Library Used Book Sales opened last month and income has been steady. Library staff has been replenishing the shelves as needed. No donations are being accepted at this time and it is unclear when the next official Book Sale will be as of yet. Roberts stated she is looking forward to being back in the Library in the future.

4c Colleyville Public Library Foundation Report

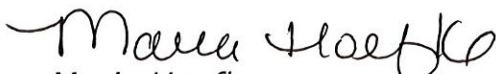
Pat Jones stated she was pleased to report that the Library Foundation had received \$17,565 in funding this year.

5. ADJOURNMENT

A motion was made by Kay Newton and seconded by Pat Jones to adjourn the meeting of the Colleyville Library Board at 6:52 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 8 DAY OF February, 2021.

Minutes taken and prepared by:


Maria Hoefke
Administrative Secretary



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, January 11, 2021

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on January 11, 2021, at 5:30 p.m.

Roll Call

Present: David Groves, Lawrence Williamson, Sayeda Syed, Kimberly Holt-Gunderson, Matt Koch, George Bond, and Claudia Bevill

Staff Present: Ben Bryner, Jacquelyn Reyff, and Araceli Botello

Also Present: Council Member Chuck Kelly

Chair Bevill made a general announcement regarding updated calendar dates for City Council meetings.

WORKSESSION AGENDA ITEMS

- WS-1** Presentation and discussion of a Replat for Lot 12R, Block 1, Thompson Terraces, being a portion of Lots 2A & 3A and Lot 12, Block 1, Thompson Terraces, located at 5017 Colleyville Boulevard and 5016 Thompson Terrace, Case PC20-012

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. Staff answered question of the Commission regarding FEMA's date for completion of the flood map, FEMA's impact on the Applicant's submittal deadline, the staff comments provided to applicant, the applicant's request to table case, Commission's options regarding the case, applicant's plan for the development of the two existing buildings, type of training provided by the applicants, parking, training facility on site, adjacent zoning, and lot size.

- WS-4** Presentation and discussion of a zoning change from CC-1 Village Retail zoning district and R-20 Single Family Residential zoning district to PUD- C Planned Unit Development-Commercial zoning district on a portion of Lots 2A & 3A and Lot 12, Block 1, Thompson Terraces, located at 5017 Colleyville Boulevard and 5016 Thompson

Terrace, Case ZC20-032

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. Staff answered question of the Commission regarding building materials, articulation requirements, Planned Unit Development zoning district, parking, and drainage.

- WS-2** Presentation and discussion of a Preliminary/Final Plat for Lot 1-12 & Lot A & B, Block 1, Eastpointe Terrace, being Lot 1, Miles Addition, located at 6480 Pool Road, Case PC20-013

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. Staff answered question of the Commission regarding the pending of Applicant's response to staff comments, proposed plan for the retention pond, number of lots originally approved, year when the original plat was approved, history of the property, the option of tabling the case, property owner notification and opposition, staff comments to the original plat, concerns regarding the number of lots proposed originally, and the location and adjacency to subdivisions.

- WS-3** Presentation and discussion of a Replat for Lots 10R and 11, Block 2, Oak Knoll North, being Lot 10, Block 2, Oak Knoll North and Tract 3K, Abstract 1038, Hall Medlin Survey, located at 7313 and 7309 Jo Will Street, Case PC20-014

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. Staff answered questions of the Commission regarding the number of owners for the subject properties, future plans for the corner lot, and reason for the request.

- WS-5** Presentation and discussion of a zoning change from AG Agricultural district to R-40 Single Family Residential district on Lot 1, Block 1, Yaffa Addition, located at 608 Shelton Drive, Case ZC20-033

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. Staff answered questions of the Commission regarding the timeframe for the existing home to be removed when the new home is completed, and adjacent zoning to the subject property.

- W-6** Presentation and discussion of an Amendment to the Planned Unit Development-Commercial zoning district on Lot 1, Block 1, Village

Front Door Addition, located at 5204 Colleyville Boulevard, Case ZC20-034

Jacquelyn Reyff presented the item and briefed the Commission. Answered questions of the Commission regarding the history of the property, difference in retail use versus medical office use, the reason for the applicant's request, Commission's options regarding the case, parking, and regulations for types of retail uses currently allowed by the ordinance.

WS-7 Presentation and discussion of an Amendment to the Planned Unit Development-Residential zoning district on Lots 1-9 & Lots 10X-12X, Block 1, Carmel Place Estates, located at 4800-4920 Carmel Place, Case ZC20-035

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. Staff answered questions of the Commission regarding materials allowed by ordinance, the owner of the property, if the property belongs to an HOA, number of lots developed with homes, any office structure to the north of the subject property, history of amendments to the Planned Unit Development ordinance, staff's recommendation, and material for the garage doors.

There was general discussion regarding a proposed joint meeting between City Council and Planning and Zoning Commission for February 22, 2021 at 6:15 p.m.

Chair Bevill adjourned the Worksession Meeting at 6:42 p.m.

1. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, SUBCHAPTER D

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

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on January 11, 2021, at 7:00 p.m.

Roll Call

Present: David Groves, Lawrence Williamson, Sayeda Syed, Kimberly Holt-Gunderson, Matt Koch, George Bond, and Claudia Bevill

Staff Present: Ben Bryner, Jacquelyn Reyff, and Araceli Botello

Also Present: Council Member Chuck Kelly

2 CITIZEN COMMENTS

There were no citizens wishing to speak.

3. PUBLIC HEARING AGENDA ITEMS

3g Consideration of an Amendment to the Planned Unit Development-Residential zoning district on Lots 1-9 & Lots 10X-12X, Block 1, Carmel Place Estates, located at 4800-4920 Carmel Place, Case ZC20-035

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Johnnie Searfoss, 4912 Carmel Place, came forward and briefed the Commission. Mr. Searfoss addressed question of the Commission regarding building materials, visual rendering of the roof, material for the front façade of the home, proposed look of farm house, and discussion of the property's current Planned Unit Development ordinance.

Mr. Bryner came forward and noted that requested amendment to the Planned Unit Development-Residential ordinance would apply to all the properties listed in the ordinance, unless otherwise specified for a particular property in the ordinance. Mr. Bryner answered questions of the Commission regarding knowledge other neighboring properties using material not listed in the ordinance for the front façade of the homes.

The public hearing was opened at 7:14 p.m. With no one wishing to speak, the public hearing was closed at 7:14 p.m.

There was general discussion regarding the requested variance of material used for the front façade of home and maintaining consistency in the neighborhood for all homes.

Commissioner Koch made a motion to deny Case ZC20-035. Commissioner Syed seconded the motion

The motion was carried by the following vote:

Aye: 7 – Groves, Williamson, Syed, Holt-Gunderson, Koch, Bond, and Bevill

Nay: 0

3a Consideration of a Replat for Lot 12R, Block 1, Thompson Terraces, being a portion of Lots 2A & 3A and Lot 12, Block 1, Thompson Terraces, located at 5017 Colleyville Boulevard and 5016 Thompson Terrace, Case PC20-012

Chair Bevill noted the applicant's request to table the case and requested a motion to the table.

Commissioner Groves made a motion to table Case PC20-012 to the February 8, 2021 Planning and Zoning Commission Meeting. Commissioner Holt-Gunderson seconded the motion

The motion was carried by the following vote:

Aye: 7 – Groves, Williamson, Syed, Holt-Gunderson, Koch, Bond, and Bevill

Nay: 0

3b Consideration of a zoning change from CC-1 Village Retail zoning district and R-20 Single Family Residential zoning district to PUD-C Planned Unit Development-Commercial zoning district on a portion of Lots 2A & 3A and Lot 12, Block 1, Thompson Terraces, located at 5017 Colleyville Boulevard and 5016 Thompson Terrace, Case ZC20-032

Chair Bevill noted the applicant's request to table the case and requested a motion to the table.

Commissioner Syed made a motion to table Case ZC20-032 to the February 8, 2021 Planning and Zoning Commission Meeting. Commissioner Williamson seconded the motion

The motion was carried by the following vote:

Aye: 7 – Groves, Williamson, Syed, Holt-Gunderson, Koch, Bond, and Bevill

Nay: 0

3c Consideration of a Preliminary/Final Plat for Lots 1-12 and Lots A & B, Block 1, Eastpointe Terrace, being Lot 1, Miles Addition, located at 6480 Pool Road, Case PC20-013

Jacquelyn Reyff presented the item and briefed the Commission. Mrs. Reyff informed the Commission regarding staff waiting on updates for plans and information from the Applicant and recommends tabling the item to allow the Applicant time to respond.

Chair Bevill noted that the applicant is not present to answer questions and moves forward with opening the public hearing at 7:25 p.m.

Keith Shelton, 6504 Glenhope Circle South, came forward and spoke in opposition to the Case. Mr. Shelton addressed concerns regarding a home being built over a creek, drainage, the location of the proposed street, and the amount of proposed open space.

With no one wishing to speak, the public hearing was closed at 7:28 p.m.

There was general discussion among Staff and the Commission regarding the amount of open space proposed for the development, any proposed retention pond, limited information, option of the Commission regarding the case, consideration to table the case, Land Development Code requirements for open space, the location of the proposed open space on the plat, and the plan for the creek.

Keith Shelton, 6504 Glenhope Circle South, came forward and answered questions of Commissioner Groves regarding opposition to the original plat submittal. Mr. Shelton addressed he calculated the proposed open space to be 7.7 percent.

Commissioner Bond made a motion to table Case PC20-013 to the February 8, 2021 Planning and Zoning Commission Meeting. Commissioner Koch seconded the motion

The motion was carried by the following vote:

Aye: 7 – Groves, Williamson, Syed, Holt-Gunderson, Koch, Bond, and Bevill

Nay: 0

- 3d** Consideration of a Replat for Lots 10R and 11, Block 2, Oak Knoll North, being Lot 10, Block 2, Oak Knoll North and Tract 3K, Abstract 1038, Hall Medlin Survey, located at 7313 and 7309 Jo Will Street, Case PC20-014

Jacquelyn Reyff presented the item and briefed the Commission.

Chair Bevill noted that the applicant is not present to answer questions and moves forward with opening the public hearing at 7:37 p.m. With no one wishing to speak, the public hearing was closed at 7:37 p.m.

Commissioner Williamson made a motion to approve Case PC20-014. Commissioner Groves seconded the motion

The motion was carried by the following vote:

**Aye: 6 – Groves, Williamson, Holt-Gunderson, Koch, Bond, and Bevill
Nay: 1 - Syed**

- 3e** Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district on Lot 1, Block 1, Yaffa Addition, located at 608 Shelton Drive, Case ZC20-033

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Brian Demma, 1732 Johnson Road, Keller, Texas, came forward and briefed the Commission.

The public hearing was opened at 7:43 p.m. With no one wishing to speak, the public hearing was closed at 7:43 p.m.

Commissioner Holt-Gunderson made a motion to approve Case ZC20-033. Commissioner Syed seconded the motion

The motion was carried by the following vote:

**Aye: 7 – Groves, Williamson, Syed, Holt-Gunderson, Koch, Bond, and Bevill
Nay: 0**

- 3f** Consideration of an Amendment to the Planned Unit Development-Commercial zoning district on Lot 1, Block 1, Village Front Door Addition, located at 5204 Colleyville Boulevard, Case ZC20-034

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Daniel Kim, 229 Odessa Drive, Haslet, Texas, came forward and briefed the Commission.

The public hearing was opened at 7:49 p.m. With no one wishing to speak, the public hearing was closed at 7:49 p.m.

There was general discussion amongst the Commission regarding the option of repurposing and retrofitting the building for retail.

The applicant, Daniel Kim, 229 Odessa Drive, Haslet, Texas, came forward and answered questions of the Commission regarding the option to repurpose and retrofit the building for retail, vacancy for reconstruction, type of medical use, potential occupants in the medical field, the specific request of the applicant, and the location of Baylor White in relation to the subject property.

Commissioner Holt-Gunderson made a motion to approve Case ZC20-034. Commissioner Williamson seconded the motion

The motion was carried by the following vote:

**Aye: 6 – Groves, Williamson, Holt-Gunderson, Koch, Bond, and Bevill
Nay: 1 - Syed**

4. AJOURMENT

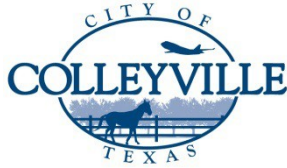
The meeting adjourned at 7:57 p.m.

The minutes were written and prepared by:



Araceli Botello
Planning Technician

The meeting minutes were approved on February 8, 2021 by a vote of 6-0.



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, January 25, 2021

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on January 25, 2021, at 6:15 p.m.

Roll Call

Present: David Groves, Lawrence Williamson, Sayeda Syed, Kimberly Holt-Gunderson, Matt Koch, George Bond, and Claudia Bevill

Staff Present: Ben Bryner, Jacquelyn Reyff, Eddie Tangadunrat, Nicole Corr, and Araceli Botello

WORKSESSION AGENDA ITEMS

- WS-1** Presentation and discussion of a zoning change from CC-1 Village Retail zoning district and R-20 Single Family Residential zoning district to PUD- C Planned Unit Development-Commercial zoning district on a portion of Lots 2A & 3A and Lot 12, Block 1, Thompson Terraces, located at 5017 Colleyville Boulevard and 5016 Thompson Terrace, Case ZC20-032
- WS-2** Presentation and discussion of a Replat for Lot 12R, Block 1, Thompson Terraces, being a portion of Lots 2A & 3A and Lot 12, Block 1, Thompson Terraces, located at 5017 Colleyville Boulevard and 5016 Thompson Terrace, Case PC20-012

Jacquelyn Reyff and Ben Bryner presented and briefed the Commission on items WS-1 and WS-2. Staff answered questions of the Commission regarding the use of the building located in the rear property, visual renderings of the building elevations, floor plan layout, type of storage, type of proposed services, propose use of the designated private rooms, building materials and design, the uses of neighboring properties, site plan layout, parking, name designation for each building, regulations regarding sprinklers and safety measures, requirements for any propose changes to the original development, portion of staff comments resolved by the applicant, and restrictions to occupancy for employees working or training in the buildings.

- WS-3** Presentation and discussion of a Preliminary/Final Plat for Lot 1-12 & Lot A & B, Block 1, Eastpointe Terrace, being Lot 1, Miles Addition, located at 6480 Pool Road, Case PC20-013

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. There was general discussion amongst staff and the Commission regarding staff's attempt to communicate with the Applicant, outstanding Development Review Staff and Urban Forestry comments for applicant to resolve, the Commission's options in regards to the case, history of the plat request, and staff's recommendation of the case.

- WS-4** Presentation and discussion of a zoning change from PUD-R Planned Unit Development-Residential zoning district to AG Agricultural zoning district on Lot 1R, Block A, Eubank Addition, located at 311 W Glade Road, Case ZC21-001

Jacquelyn Reyff and Ben Bryner presented the item and briefed the Commission. Staff answered question of the Commission regarding the history of the property, the property's size, and the property's zoning.

- WS-5** Presentation and discussion of a zoning change from R-40 Single Family Residential zoning district to PUD-C Planned Unit Development- Commercial zoning district on Lots B1A & B2A, Reagan Estates West, City Boundary Split, located at 7720 Precinct Line Road, Case ZC21-002

Jacquelyn Reyff presented the item and briefed the Commission. There was general discussion amongst Staff and Commission regarding the proposed zoning and uses, potential tenants, staff's recommendation of the case, proposed building elevations, the city which will provide the utility services to the property, the proposed address for the property and buildings, the school district which the property belongs to, the taxes based on the property size, and the percentage of the buildings that belong to the City.

Jacquelyn Reyff and Ben Bryner presented item 4a. Consideration of a Replat for Lot 1R1, Block 1 and Lot 2AR2, Block 3, Wescoat Place, being Lot 1R, Block 1 & Lots 2AR1 and 6A, Block 3, Wescoat Place, located at 6200 & 6104 Bransford Road and 6108 LD Lockett Road, Case PC20-010 at the request of the Commission. Staff answered questions of the Commission regarding existing development, neighboring properties, and intent of the Replat.

Chair Bevill adjourned the Worksession Meeting at 6:56 p.m.

1. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, CHAPTER 551, SUBCHAPTER D

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

**CALL MEETING TO ORDER
CITY COUNCIL CHAMBERS**

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on January 25, 2021, at 7:02 p.m.

Roll Call

Present: David Groves, Lawrence Williamson, Sayeda Syed, Kimberly Holt-Gunderson, Matt Koch, George Bond, and Claudia Bevill

Staff Present: Ben Bryner, Jacquelyn Reyff, Eddie Tangadunrat, Nicole Corr, and Araceli Botello

2 CITIZEN COMMENTS

There were no citizens wishing to speak.

3 APPROVAL OF MINUTES

Commissioner Holt-Gunderson made a motion to approve the December 14, 2020 Planning and Zoning Commission Minutes. Commissioner Syed seconded the motion

The motion was carried by the following vote:

Aye: 7 – Groves, Williamson, Syed, Holt-Gunderson, Koch, Bond, and Bevill

Nay: 0

4. PUBLIC HEARING AGENDA ITEMS

- 4a** Consideration of a Replat for Lot 1R1, Block 1 and Lot 2AR2, Block 3, Wescoat Place, being Lot 1R, Block 1 & Lots 2AR1 and 6A, Block 3, Wescoat Place, located at 6200 & 6104 Bransford Road and 6108 LD Lockett Road, Case PC20-010

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Darryl Heath, 6200 Bransford Road, came forward and briefed the Commission. Mr. Heath addressed question of the Commission regarding the lot size.

Commissioner Syed questioned staff regarding the City rezoning 6200 Bransford Road from R-30 to R-40 Singled Family residential due to acquiring a portion of 6104 Bransford Road. Staff responded that the applicant may request the zoning change if desired, unless the City Council looked into a city initiated rezoning of the property. Discussion continued regarding zoning of neighboring properties.

The applicant, Darryl Heath, 6200 Bransford Road, came forward and addressed question of the Commission regarding rezoning of the property.

The public hearing was opened at 7:13 p.m. With no one wishing to speak, the public hearing was closed at 7:13 p.m.

**Commissioner Koch made a motion to approve Case PC20-010.
Commissioner Groves seconded the motion**

The motion was carried by the following vote:

**Aye: 7 – Groves, Williamson, Syed, Holt-Gunderson, Koch, Bond, and
Bevill**

Nay: 0

5. AJOURMENT

The meeting adjourned at 7:14 p.m.

The minutes were written and prepared by:



Araceli Botello

Planning Technician

The meeting minutes were approved on February 8, 2021 by a vote of 6-0.

RESOLUTION R-21-4589

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE SPECIAL CITY COUNCIL MEETING OF
MARCH 2, 2021**

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 2ND DAY OF MARCH 2021.

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