



City of Colleyville City Council Agenda

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

Tuesday, June 15, 2021

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

CALL TO ORDER

- WS-1** Presentation of the final concept for the Senior Center Renovation Project
- WS-2** Presentation and discussion of health insurance renewal
- WS-3** Discussion of the City Hall and Library flooring and maintenance project with committee recommendations
- WS-4** Review of preliminary budget numbers
- WS-5** Discussion of the June 15, 2021, City Council regular agenda items

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

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

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including 62 Main Street LLC, Tap Realty, LLC, vs Neighborhood Management, Inc. ET AL

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

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

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

INVOCATION: Pastor Patrick Webb, Colleyville Presbyterian

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-21-4624**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition
- 4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-21-4625**
 - 4a** Approval of the minutes of the regular City Council meeting of June 1, 2021
 - 4b** Approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for project design services in connection with the Colleyville Senior Center Improvements Project, in a total amount not to exceed \$499,310.00, and authorizing the City Manager to execute the agreement
 - 4c** Approval of the First Amendment to the Construction Services Agreement with The Fain Group, Inc. for the SH26 Beautification Project, providing for an additional \$268,428.00 to the current project budget, in an amount not to exceed \$6,010,468.30, and authorizing the City Manager to execute the amendment
 - 4d** Approval of a Construction Services Agreement with JM Management LLC, dba JM Construction Solutions for the Colleyville Service Center Renovation Project, in an amount not to exceed \$552,092.61 and a contingency amount not to exceed \$50,000.00, and authorizing the City Manager to execute the contract
 - 4e** Approval of a Construction Services Agreement with CMC Development & Construction Corporation for the Colleyville Center Interior Renovation/Repair Project, in an amount not to exceed \$170,000.00 and a contingency amount not to exceed \$10,000.00, and authorizing the City Manager to execute the contract

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - May 2021

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

6a Ordinance O-21-2163

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to RE Single-Family 'Estate' Residential zoning district on Lot 1A & 2A, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case ZC21-010

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

7a Ordinance O-21-2159

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to PUD-C Planned Unit Development-Commercial zoning district on Tract 2C03, Abstract 206, BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC21-003

8. RESOLUTION(S): READING AND PUBLIC HEARING

8a Resolution R-21-4626

Consideration of a Replat for Lot 1R, Block 1, Village Court, being Lot A1 & A2, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case PC21-008

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

9a 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

9b 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

10. CITIZEN COMMENTS

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JUNE 15, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4627

12. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, June 11, 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

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

Agenda Number WS-1

Agenda Date 6/15/2021

Type Worksession

Department Parks and Recreation

Title

Presentation of the final concept for the Senior Center Renovation Project

Explanation

This item provides for a follow-up presentation on the concepts for the Senior Center Renovation Project.

Attachments

1. June 15, 2021 Senior Center Renovation Presentation



**COLLEYVILLE SENIOR CENTER IMPROVEMENTS
CITY COUNCIL WORK SESSION
FINAL CONCEPT DESIGN PRESENTATION**

JUNE 15, 2021



**BARKER
RINKER
SEAGAT
ARCHITECTURE**

COLLEYVILLE SENIOR CENTER IMPROVEMENTS – FINAL CONCEPT DESIGN PRESENTATION
CITY COUNCIL WORK SESSION **JUNE 15, 2021**

OBJECTIVE:

TO IMPROVE & ENHANCE THE EXISTING SENIOR CENTER BUILDING

Concept Design Presentation Agenda

- **Commit** to the preferred project program, budget, and schedule.
- **Commit** to the preferred exterior appearance.

INTRODUCTIONS

PRINCIPAL/PROJECT
MANAGER



KEVIN
ARMSTRONG

PROJECT PLANNER



MICK
MASSEY

DESIGN MANAGER

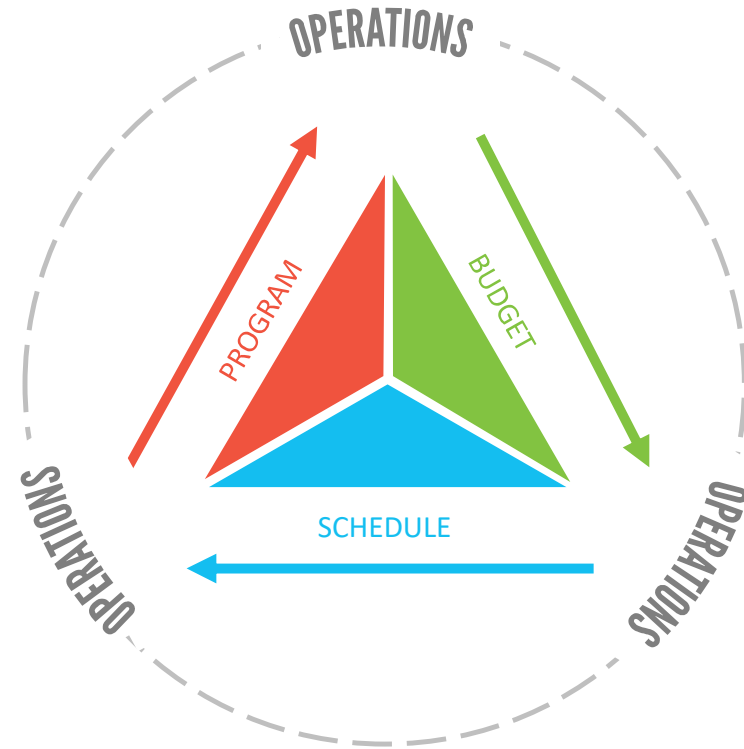


MELISSA
KING

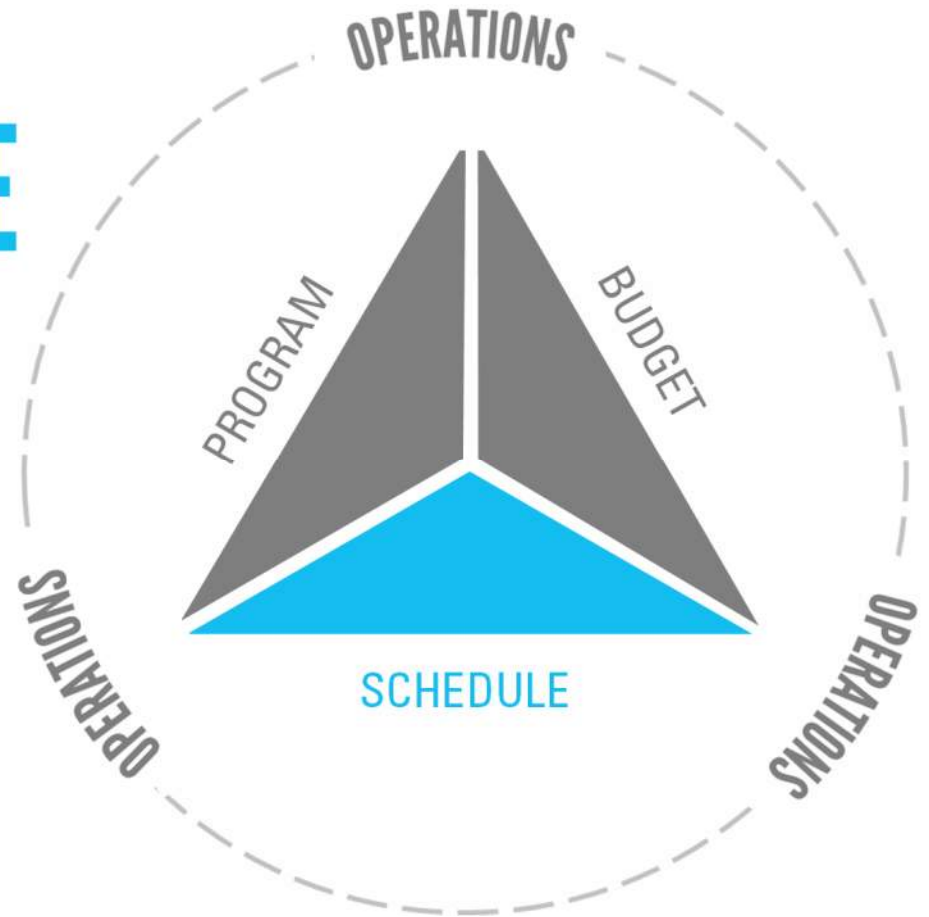


A PROVEN PROCESS

TO GET THE BEST RESULTS!

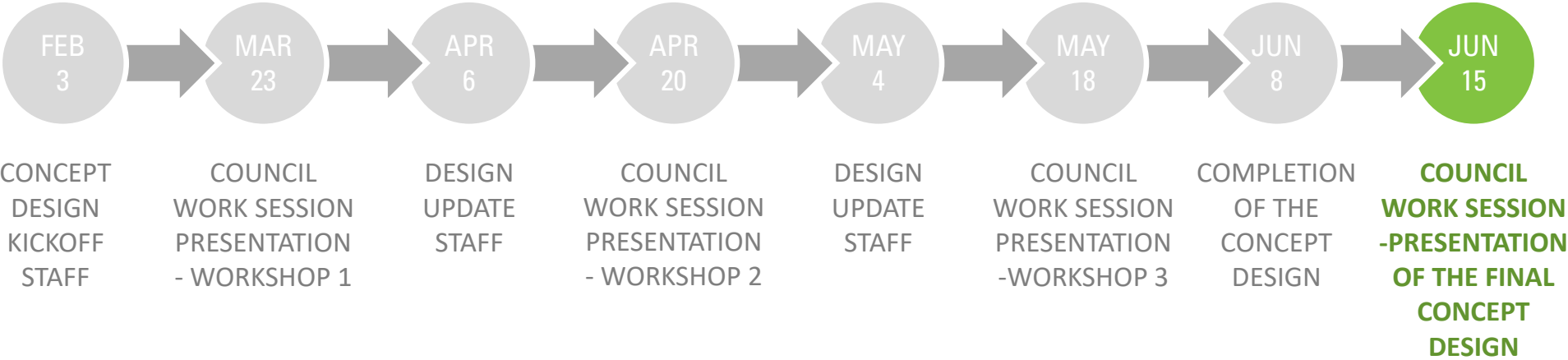


PROJECT SCHEDULE



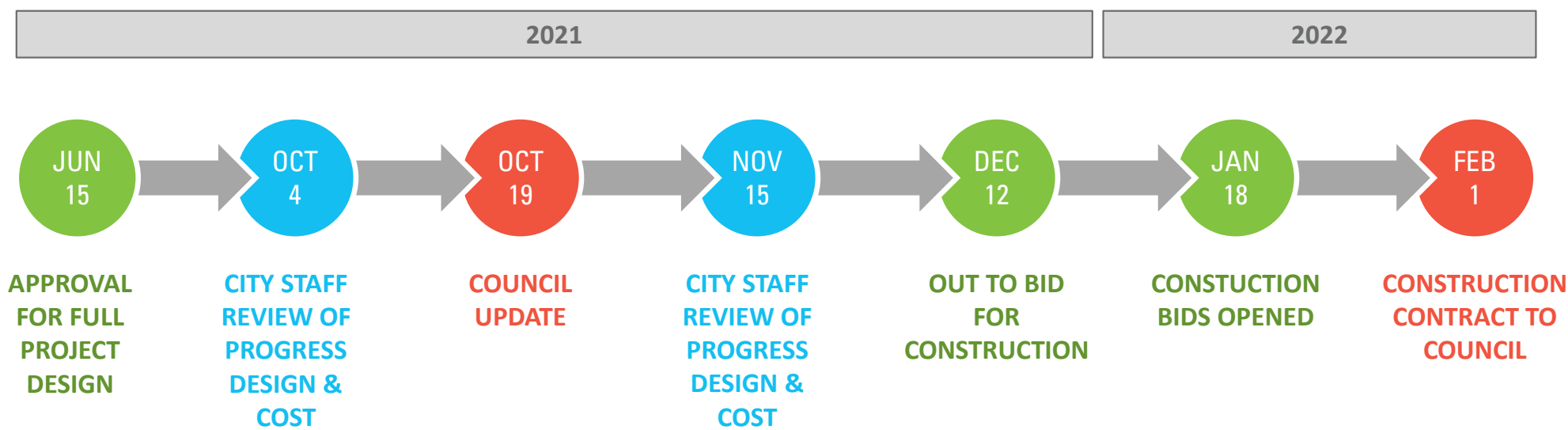
CSCI – CONCEPT DESIGN PROJECT SCHEDULE

MILESTONE DATES



CSCI – PROPOSED FULL PROJECT SCHEDULE MOVING FORWARD

MILESTONE DATES



COLLEYVILLE SENIOR CENTER IMPROVEMENTS



JUNE 15, 2021

PROJECT BUDGET



TOTAL PROJECT BUDGET

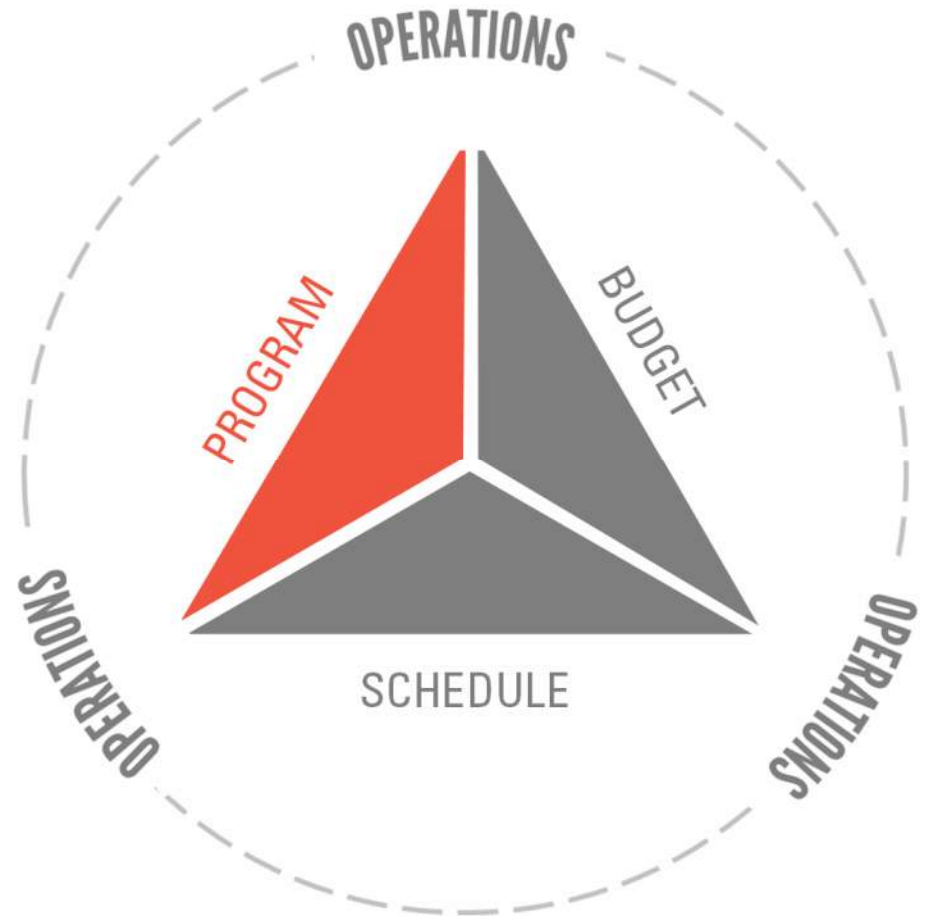
Base Construction	\$ 2.90 M	Includes cost escalation to mid point of construction September 2022
Base Soft Costs	\$ 1.10 M	Contingencies, A&E Fees, Permit Fees, Furniture Fixtures & Equipment
Sub Total Project Budget	\$ 4.00 M	Base Project Estimate
Lobby Addition	\$0.25 M	Add Alternate 1: Construction Cost & Soft Costs for Lobby Addition
Existing Brick Treatment	\$0.08 M	Add Alternate 2: Wash, Stain, & Paint Building Exterior includes Soft Costs
All New Windows	\$0.25 M	Add Alternate 3: Materials, Labor, Removal & Replacement includes Soft Costs
Cast Stone Accents	\$0.07 M	Add Alternate 4: Materials, Labor, Removal & Replacement includes Soft Costs
Total Project Budget	\$ 4.65 M	Base Project Estimate with Add Alternates



COMMIT - \$4.65 MILLION TOTAL PROJECT BUDGET

PROJECT SPACE & SITE OPPORTUNITIES

- BUILDING RENOVATION OPTIONS & INITIAL COST OPINIONS
- SITE MASTER PLAN MAGNITUDE OF COSTS CONSIDERATIONS



Considerations for Review

- Existing Area ~ 11,200 SF
- Visibility from Glade Road
- Main Entry / Drop-off
- Parking
- Pedestrian Access
- Park Access
- Site Features
- Stormwater Management



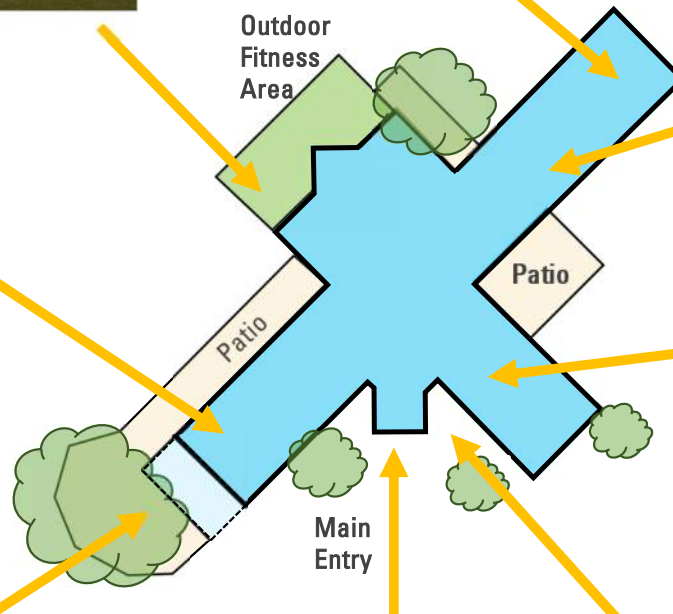
EXISTING CONDITIONS



View from Glade Road



BUILDING RENOVATION PROJECT SPACE OPPORTUNITIES



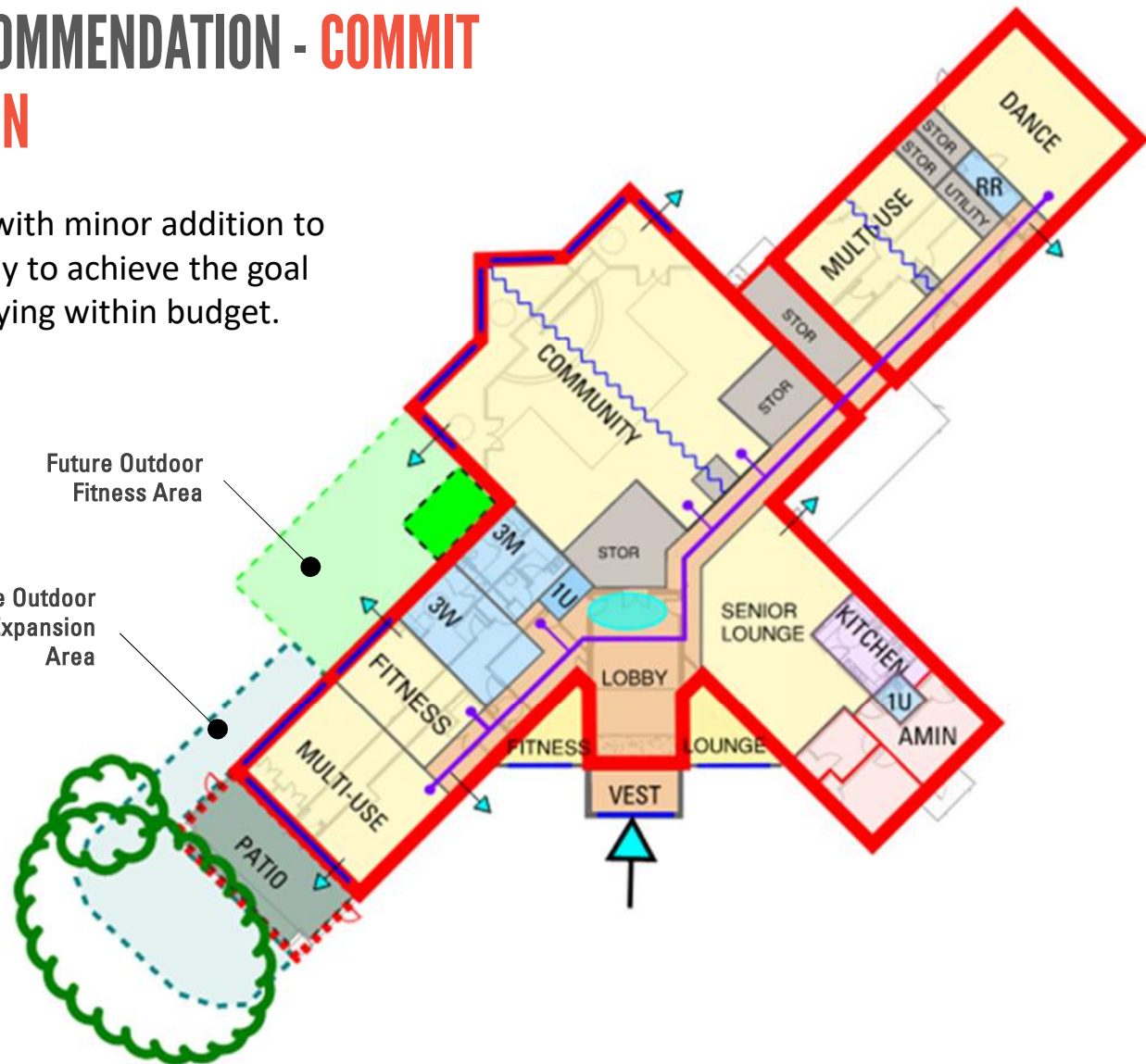
- Updated Entry
- Lounge
- Gathering
- Open Fitness
- Multi-use Fitness
- Outdoor Fitness
- Classrooms
- Outdoor Shade

BUILDING RENOVATION RECOMMENDATION - COMMIT WALLS IN + LOBBY ADDITION

Utilizes existing building envelope with minor addition to connect annex to main building only to achieve the goal of improving the building while staying within budget.

+

Expanded lobby and vestibule addition at the main entry area



11,500 SF - BASE
600 SF - ADDITION
12,100 SF - TOTAL AREA

BUILDING RENOVATION – MAIN ENTRANCE EXTERIOR CONCEPTS WS#2

Utilizes existing building brick with new stone finishes at the main entry area, stone detailing, and wall siding.

Exterior Concepts – Using Original Brick: Council selected concepts A2 and C1 for further exploration.



BUILDING RENOVATION – MAIN ENTRANCE EXTERIOR CONCEPTS WS#3

Utilizes existing building brick with new stone finishes at the main entry area, stone detailing, and wall siding.

Exterior Concepts: Council selected concepts A2 + C1.

Materials: Council selected a blend of Medium and Dark.



Stone



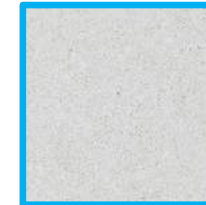
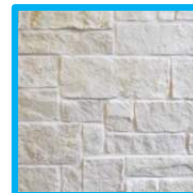
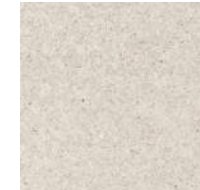
Brick Finish



Stone Detail



Metal Trim



BUILDING RENOVATION – MAIN ENTRANCE FINAL CONCEPT

Updates the existing brick finish with new appearance, new stone finishes at the main entry area, stone detailing, and wall siding. (Base Budget + Lobby Addition + Enhanced Appearance Budget)

Exterior Concept Combining A2 + C1



Stone



Brick Finish



Stone Detail



Metal Trim

BUILDING RENOVATION – UPDATED EXTERIOR WALL AT COMMUNITY SPACE

Updates the existing brick finish with new appearance, new large windows to improve the connection to the park to the north, stone detailing. (Base Budget + Enhanced Appearance Budget)

Exterior Concept North View



COMMIT

THE CONCEPTUAL DESIGN PROCESS IS COMPLETE

Exterior Concept Combining A2 + C1



Exterior Concept North View



NEXT STEP

INITIATION OF CONSTRUCTION DOCUMENT DEVELOPMENT

- DESIGN CONTRACT ON AGENDA AT REGULAR MEETING THIS EVENING
(COST INCLUDED IN BASE PROJECT ESTIMATE PREVIOUSLY SHOWN)



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2

Agenda Date 6/15/2021

Type Worksession

Department Human Resources

Title

Presentation and discussion of health insurance renewal

Explanation

This item provides for an update on the health insurance renewal process as well as opportunity for City Council and staff to discuss the medical and dental insurance for the upcoming fiscal year.

Attachments

1. Insurance Benefits Renewal 06.15.21



Advocacy. Tailored Insurance Solutions. Peace of Mind



2021 / 2022 Benefit Recommendations

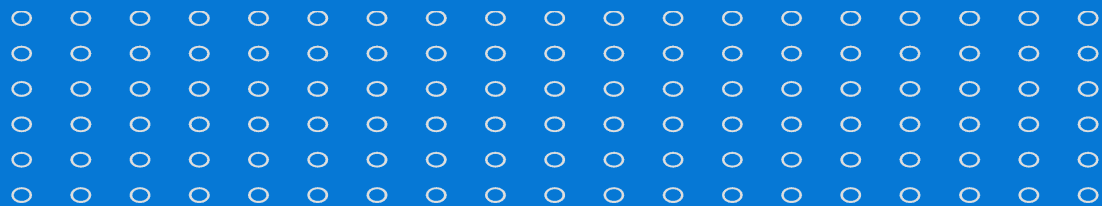
Consultant – Andrew Weegar



Agenda

- 1 | RFP Overview
- 2 | RFP Vendor Response List
- 3 | Medical RFP Finalist
- 4 | Dental RFP Finalist
- 5 | 2021/2022 Benefit Recommendations

1



RFP Overview



This presentation summarizes the initial results of an RFP conducted by HUB International on behalf of the City of Colleyville to assess vendors to administer the following benefits effective October 1, 2021:

- Medical (Fully Insured)
- Dental (Fully Insured)

The RFP was conducted with the following objectives in mind:

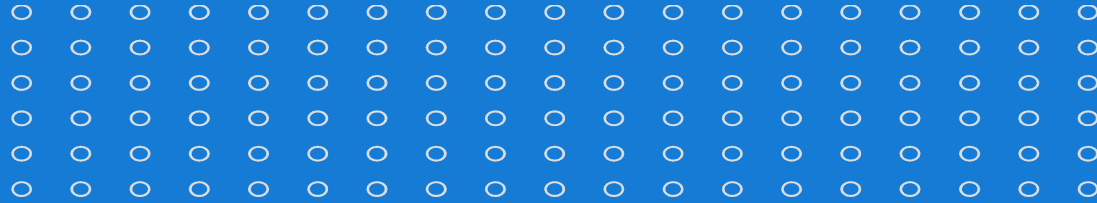
- Aligns with the City of Colleyville's objectives and is supported by management and Council;
- Demonstrated superior member service and claims processing;
- Ability to proactively meet the City of Colleyville's service needs;
- Willingness, experience and capability to effectively administer the programs;
- Support during the implementation process

Claims vs. Premium



Date	Enrollment	Medical Paid	Rx Paid	Total Paid	Premium	Loss Ratio
19-Oct	167	\$191,090	\$20,445	\$211,535	\$190,051	111.3%
19-Nov	169	\$162,267	\$26,601	\$188,868	\$193,994	97.4%
19-Dec	171	\$223,293	\$23,363	\$246,656	\$194,549	126.8%
20-Jan	173	\$249,260	\$31,739	\$280,999	\$197,061	142.6%
20-Feb	172	\$119,950	\$19,786	\$139,736	\$195,329	71.5%
20-Mar	173	\$65,974	\$20,896	\$86,870	\$198,310	43.8%
20-Apr	174	\$73,947	\$20,039	\$93,986	\$199,655	47.1%
20-May	174	\$113,636	\$26,231	\$139,867	\$200,156	69.9%
20-Jun	174	\$276,744	\$18,156	\$294,900	\$200,612	147.0%
20-Jul	173	\$122,035	\$30,586	\$152,621	\$199,901	76.3%
20-Aug	172	\$60,508	\$41,959	\$102,467	\$198,153	51.7%
20-Sep	168	\$137,289	\$17,681	\$154,970	\$193,415	80.1%
Plan Year	170	\$1,795,993	\$297,482	\$2,093,475	\$2,361,186	88.7%
Per Capita Total		\$10,540	\$1,746	\$12,286	\$13,857	
20-Oct	169	\$110,345	\$37,258	\$147,603	\$195,193	75.6%
20-Nov	169	\$171,097	\$21,301	\$192,398	\$196,407	98.0%
20-Dec	170	\$172,970	\$23,029	\$195,999	\$196,270	99.9%
21-Jan	173	\$179,818	\$27,119	\$206,937	\$199,237	103.9%
21-Feb	172	\$106,943	\$10,193	\$117,136	\$200,062	58.5%
21-Mar	174	\$189,658	\$19,236	\$208,894	\$202,557	103.1%
21-Apr	173	\$164,286	\$34,462	\$198,748	\$202,557	98.1%
Plan Year Total (YTD)	171	\$1,095,117	\$172,598	\$1,267,715	\$1,392,283	91.1%
Annualized		\$1,877,343	\$295,882	\$2,173,226	\$2,386,771	
\$ Difference from Prior Year		\$81,350	-\$1,600	\$79,751	\$25,585	
% Difference from Prior Year		5%	-1%	4%	1%	
Annualized Per Capita Total		\$10,951	\$1,726	\$12,677	\$13,923	

2



RFP Vendor Response List



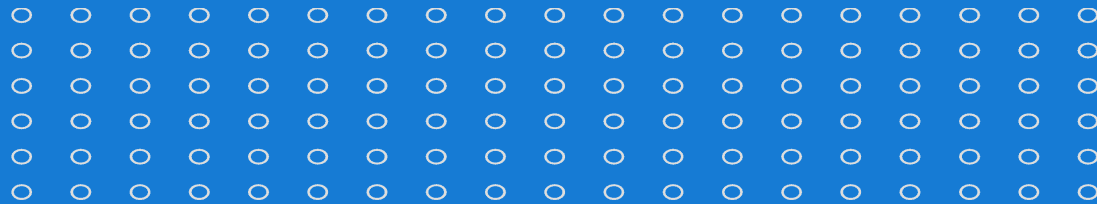
RFP Vendor Response List (Medical)

MEDICAL CARRIER	RESPONDED / DECLINED	FINALIST
BCBSTX	Responded	Yes
Cigna	Responded	Yes
UHC	Responded	Yes
Aetna	Responded	No
Scott & White	Responded	No
TML	Declined	No

RFP Vendor Response List (Dental)

MEDICAL CARRIER	RESPONDED / DECLINED	FINALIST
BCBSTX	Responded	Yes
Cigna	Responded	Yes
UHC	Responded	Yes
Humana	Responded	No
Aetna	Responded	No
Principal	Responded	No
Ameritas	Responded	No
MetLife	Responded	No
Equitable	Responded	No
UNUM	Responded	No
Renaissance	Responded	No
Mutual of Omaha	Responded	No
Lincoln	Responded	No
Aflac	Responded	No
Bright Benefits	Responded	No
The Standard	Responded	No

3



Medical RFP Finalist



Medical Financial Results – BCBSTX

MEDICAL BENEFITS			1	2	3	4	5	6
	Enrollment		BCBSTX		BCBSTX		Cigna	
	Base	Buy Up	PPO - Base	PPO - Buy Up	PPO - Base	PPO - Buy Up	PPO - Base	PPO - Buy Up
FINANCIALS	Base	Buy Up	Current	Current	Renegotiated Renewal	Renegotiated Renewal	Proposed	Proposed
Employee Only	26	44	\$575.91	\$633.58	\$592.96	\$652.33	\$554.11	\$598.82
Employee & Spouse	12	13	\$1,288.99	\$1,418.03	\$1,327.14	\$1,460.00	\$1,239.53	\$1,339.59
Employee & Child(ren)	14	9	\$1,036.13	\$1,139.87	\$1,066.80	\$1,174.61	\$996.48	\$1,076.91
Employee & Family	23	33	\$1,744.13	\$1,918.73	\$1,795.76	\$1,975.53	\$1,676.92	\$1,812.30
	75	99						
Monthly Premium	174		\$85,062	\$119,889	\$87,614	\$123,485	\$81,801	\$113,261
Annual Premium			\$1,020,748	\$1,438,666	\$1,051,371	\$1,481,826	\$981,613	\$1,359,130
Administrative Credit			n/a		-\$79,849		-\$46,750	
Total Premium			\$2,459,414		\$2,452,365		\$2,293,993	
\$ Change			n/a		-\$7,049		-\$165,421	
% Change			n/a		-0.3%		-6.7%	
Effective Date			10/1/2021		10/1/2020		10/1/2021	
Rate Guarantee			1 Year		1 Year		1 Year	
Geo Access Results			99.5%		99.5%		99.5%	
Network Name			BlueChoice PPO Network		BlueChoice PPO Network		Open Access Plus	
Network Website			www.bcbstx.com		www.bcbstx.com		www.cigna.com	
AM Best Rating			A		A		A	
Notes			\$10,000 Wellness Credit		1% Bundling Discount included in rates / \$79,847.79 Credit		\$10K Wellness Allowance / \$10K Communication Allowance / MotivateMe Welless / \$46,750 Credit if dental sells along side medical / 9% Rate Cap Year 2	

Note: This is a brief summary and not intended to be a contract.

***Original BCBSTX Increase : +9.5%, \$233K above Current Premiums**

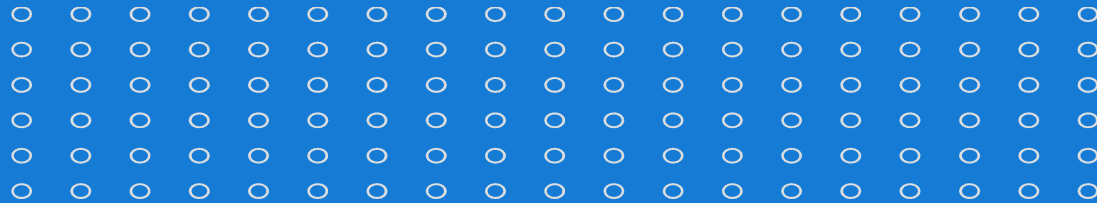
****BCBSTX presented a -0.2% decrease in 2019/2020**

Medical Benefit Designs – BCBSTX vs. Cigna

MEDICAL BENEFITS	1	2	3	4
	BCBSTX		Cigna	
	PPO - Base Current/Renewal	PPO - Buy Up Current/Renewal	PPO- Base Proposed	PPO- Buy Up Proposed
Deductible	Embedded	Embedded	Embedded	Embedded
In-Network	\$4,000 Ind./\$8,000 Fam.	\$2,000 Ind./\$4,000 Fam.	\$4,000 Ind./\$8,000 Fam.	\$2,000 Ind./\$4,000 Fam.
Non-Network	\$8,000 Ind./\$16,000 Fam.	\$4,000 Ind./\$16,000 Fam.	\$8,000 Ind./\$16,000 Fam.	\$4,000 Ind./\$16,000 Fam.
Out Of Pocket Max	Includes Deductible, Copays, Coins.	Includes Deductible, Copays, Coins.	Includes Deductible, Copays, Coins.	Includes Deductible, Copays, Coins.
In-Network	\$5,000 Ind. / \$10,000 Fam.	\$3,000 Ind. / \$6,000 Fam.	\$5,000 Ind. / \$10,000 Fam.	\$3,000 Ind. / \$6,000 Fam.
Non-Network	\$10,000 Ind. / \$20,000 Fam.	\$8,000 Ind. / \$16,000 Fam.	\$10,000 Ind. / \$20,000 Fam.	\$8,000 Ind. / \$16,000 Fam.
Coinsurance				
In-Network	80%	90%	80%	90%
Non-Network	50%	70%	50%	70%
Lifetime Max	Unlimited	Unlimited	Unlimited	Unlimited
Emergency Room				
In-Network	\$250 Copay (waived if admitted) + 20%	\$200 Copay (waived if admitted) + 10%	\$250 Copay (waived if admitted)	\$200 Copay (waived if admitted)
Non-Network	\$250 Copay (waived if admitted) + 20%	\$200 Copay (waived if admitted) + 10%	\$250 Copay (waived if admitted)	\$200 Copay (waived if admitted)
Physician Office Visit				
In-Network	\$30 Copay	\$25 Copay	\$30 Copay	\$25 Copay
Non-Network	Ded./50%	Ded./ 30%	Ded./50%	Ded./ 30%
Specialist Office Visit				
In-Network	\$50 Copay	\$30 Copay	\$50 Copay	\$30 Copay
Non-Network	Ded./50%	Ded./ 30%	Ded./50%	Ded./ 30%
Preventive Care				
In-Network	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Non-Network	Ded./50%	Ded./30%	Ded./50%	Ded./30%
Urgent Care				
In-Network	\$75 Copay	\$75 Copay	\$75 Copay	\$75 Copay
Non-Network	Ded./50%	Ded./ 30%	\$75 Copay	\$75 Copay
Lab & X-Ray				
In-Network	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)	(CT, PET, MRI, MRA)
Non-Network	Ded./ 20%	Ded./ 10%	Ded./ 20%	Ded./ 10%
	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
In-Patient Hospital				
In-Network	Per Admission	Per Admission	Per Admission	Per Admission
Non-Network	Ded./ 20%	Ded./ 10%	Ded./ 20%	Ded./ 10%
	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Out-Patient				
In-Network	Per Admission	Per Admission	Per Admission	Per Admission
Non-Network	Ded./ 20%	Ded./ 10%	Ded./ 20%	Ded./ 10%
	Ded./ 50%	Ded./ 30%	Ded./ 50%	Ded./ 30%
Telemedicine	\$30 Copay	\$30 Copay	\$0 Copay	\$0 Copay
Prescriptions	Copays apply to OOP Max Separate Deductible: \$100 Ind./\$300 Fam.	Copays apply to OOP Max Separate Deductible: \$100 Ind./\$300 Fam.	Copays apply to OOP Max Separate Deductible: \$100 Ind./\$300 Fam.	Copays apply to OOP Max Separate Deductible: \$100 Ind./\$300 Fam.
Network Retail Pharmacy	\$20/\$40/\$70	\$20/\$40/\$70	\$20/\$40/\$70	\$20/\$40/\$70
Mail Order (90 day supply)	\$60/\$120/\$210	\$60/\$120/\$210	\$60/\$120/\$210	\$60/\$120/\$210
Specialty Drugs	\$20/\$40/\$70	\$20/\$40/\$70	\$20/\$40/\$70	\$20/\$40/\$70

Note: This is a brief summary and not intended to be a contract.

4



Dental RFP Finalist



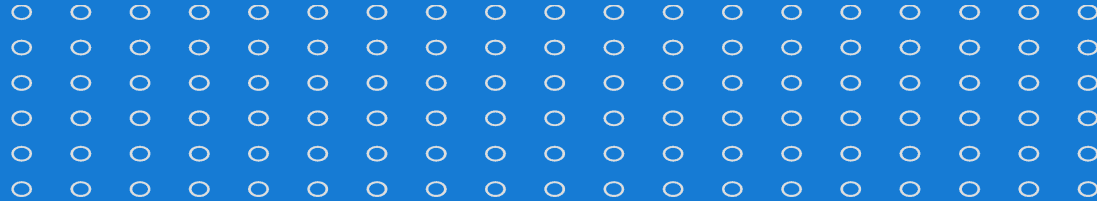
Dental Premium Results



FINANCIALS	Enrollment	Current	Renewal	Proposed
Employee Only	70	\$36.28	\$35.55	\$33.39
Employee & Spouse	30	\$74.31	\$72.82	\$68.39
Employee & Child(ren)	20	\$71.76	\$70.32	\$66.05
Employee & Family	51	\$119.42	\$117.03	\$109.91
Monthly Premium	171	\$12,294.52	\$12,048.03	\$11,315.41
Annual Premium		\$147,534.24	\$144,576.36	\$135,784.92
\$ Change from Current		n/a	-\$2,957.88	-\$11,749.32
% Change from Current		n/a	-2.0%	-8.0%
Effective Date		10/1/2020	10/1/2021	10/1/2021
Rate Guarantee		1 Year	1 Year	2 Years
GEO Access Results		98.4%	98.4%	97.3%
Network Website		www.bcbstx.com	https://www.bcbstx.com/online/directory/dental.htm	www.cigna.com
Network Name		Blue Care Dental PPO	Blue Care Dental PPO	Cigna Dental Choice

***BCBSTX will provide the City a 1% bundling discount (applied to medical premiums)**

5



2021/2022 Benefit Recommendations



2021 – 2022 Benefit Recommendations

Medical – BCBSTX (Recommended)

Renewing with BCBSTX is recommended for the 2021/2022 plan year with a -0.3% decrease to rates with no plan design changes. Based on the City's loss ratio over the last twelve months (89%), HUB's internal projections called for a +12% increase to premiums. Originally, the City received a +9.5% increase and HUB negotiated the increase to +3%. Further, BCBSTX agreed to provide the City a \$79,849 administrative credit which reduced their best and final offer to -0.3%. BCBSTX did not propose any plan design changes.

HUB reviewed alternative plan designs which included changes to deductibles, out of pocket maximums, and copays, however there was not enough cost savings to warrant a change at this time. Additionally, vendors who quoted with the RFP were not able to match current benefit designs. HUB believes there would be a negative impact to members benefits, prescriptions and network access if the City moved vendors this year.

2021 – 2022 Benefit Recommendations

Dental – BCBSTX (Recommended)

BCBSTX provided the City a -2% reduction with no plan design adjustments. Though there were more competitive offers from the market, BCBSTX agreed to a 1% medical premium discount if the City bundled medical and dental insurance policies. With the savings generated, it is recommended for the City to renewed with BCBSTX.

Hub is not recommending any plan design adjustments at this time.

Total Cost (Medical + Dental)

	2020 /2021 BCBSTX (Current)	BCBSTX (Renewal)	Cigna (Proposed)
Medical	\$2,459,414	\$2,452,365	\$2,293,993
Dental	\$147,534	\$144,567	<u>\$135,784*</u>
Total	\$2,606,948	\$2,596,932	\$2,429,778
\$ Change from Current	n/a	(\$10,016)	(\$177,170)
% Change from Current	n/a	-.03%	-7%

Thank you.



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 6/15/2021

Type Worksession

Department Public Works

Title

Discussion of the City Hall and Library flooring and maintenance project with committee recommendations

Explanation

This item will provide Council with an update of the City Hall and Library Interior Renovation Project design process and committee recommendations.

Attachments

1. Presentation City Hall and Library



City Hall and Library Interior Renovation

City Council Worksession
June 15, 2021

Purpose



To provide the City Council with an update to the City Hall and Library Interior Renovation project and provide committee recommendations.



PROJECT HIGHLIGHTS

City Hall – Replace carpet, VCT, and ceramic tile; install new seating in the Council Chambers for ADA accommodations

Library – Replace carpet on the 2nd floor

BUDGET

City Hall \$400,000

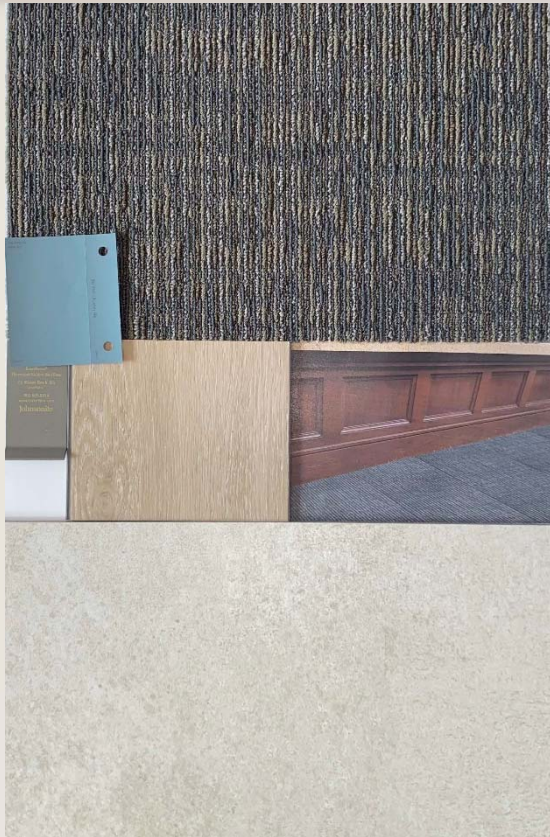
Library \$125,000

Project Update



- Staff made initial presentation to Council on April 20, 2021
- Mayor Newton and Council Members Kathy Wheat and Callie Rigney volunteered to participate in the design process
- The design committee met with the consultant to review design options for the flooring, paint, granite, and chair fabric, on May 18th and June 8th

City Hall



FIRST AND SECOND FLOORS



THIRD FLOOR

City Hall



MEZZANINE ACCENT WALL AND GALLERY

2nd Floor Children's Library



Cost Estimate



CITY HALL - LEVEL 1		
MATERIAL	SQ. FT.	LABOR & MATERIAL COST
CARPET/VINYL BASE	3571	\$54,605
PORCELAIN TILE	246	\$2,829
LUXURY VINYL TILE	897	INC. W/ CARPET
FURNITURE MOVING		\$5,357
TOTAL		\$62,791

CITY HALL - LEVEL 2		
MATERIAL	SQ. FT.	LABOR & MATERIAL COST
CARPET/VINYL BASE	4266	\$87,218
PORCELAIN TILE	264	\$3,036
LUXURY VINYL TILE	1777	INC. W/ CARPET
PAINTING/WALLS		\$6,848
FURNITURE MOVING		\$6,399
TOTAL		\$103,501

CITY HALL - LEVEL 3		
MATERIAL	SQ. FT.	LABOR & MATERIAL
CARPET '1' /VINYL BASE	4662	\$106,624
CARPET '2' /VINYL BASE	3658	INC. W/ CARPET '1'
PORCELAIN TILE	523	\$6,015
LUXURY VINYL TILE	817	INC. W/ CARPET
GRANITE	62	\$7,544
FURNITURE MOVING		\$12,480
MOTORIZED BLIND MOTORS		\$8,500
COUNCIL CHAMBER FIXED SEATING		\$55,000
TOTAL		\$196,163

LIBRARY - LEVEL 1		
MATERIAL	SQ. FT.	LABOR & MATERIAL
PORCELAIN TILE	360	\$4,140
LUXURY VINYL TILE	396	\$6,549
EPOXY FLOORING	441	\$4,410
RAILINGS		\$12,000
TOTAL		\$27,099

LIBRARY - LEVEL 2		
MATERIAL	SQ. FT.	LABOR & MATERIAL
CARPET/VINYL BASE	6761	\$119,780
PORCELAIN TILE	382	\$4,393
LUXURY VINYL TILE	725	INC. W/ CARPET
RUBBER FLOORING	178	INC. W/ CARPET
MOVING LIBRARY STACKS		INC. W/ CARPET
TOTAL		\$124,173

TOTALS	
SUBTOTAL	\$513,727
CONTRACTOR EXPENSES - OVERHEAD, PROFIT, BONDS	\$82,196
TOTAL COST ESTIMATE	\$595,923

AUDITORIUM SEATING REPLACEMENT	
NEW AUDITORIUM CHAIRS WITH ARMRESTS	
INSTALLATION	
TOTAL COST ESTIMATE	\$55,000

Questions and Discussion

LEGEND

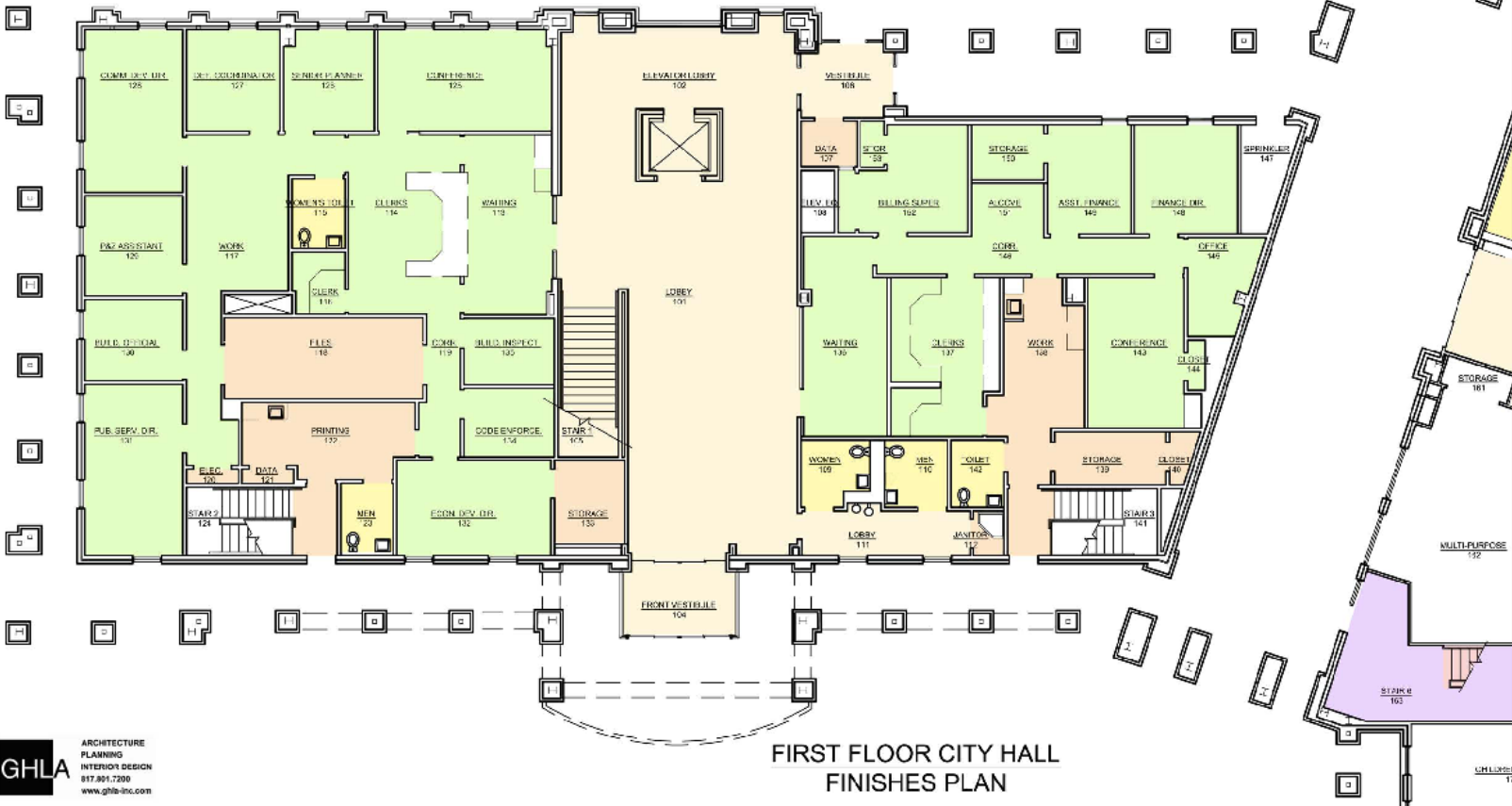
CARPET 1	EXISTING STONE TO REMAIN
CARPET 2	PORCELAIN TILE
CARPET 3	LUXURY VINYL TILE
CARPET 4	RUBBER
CARPET 5	EPOXY

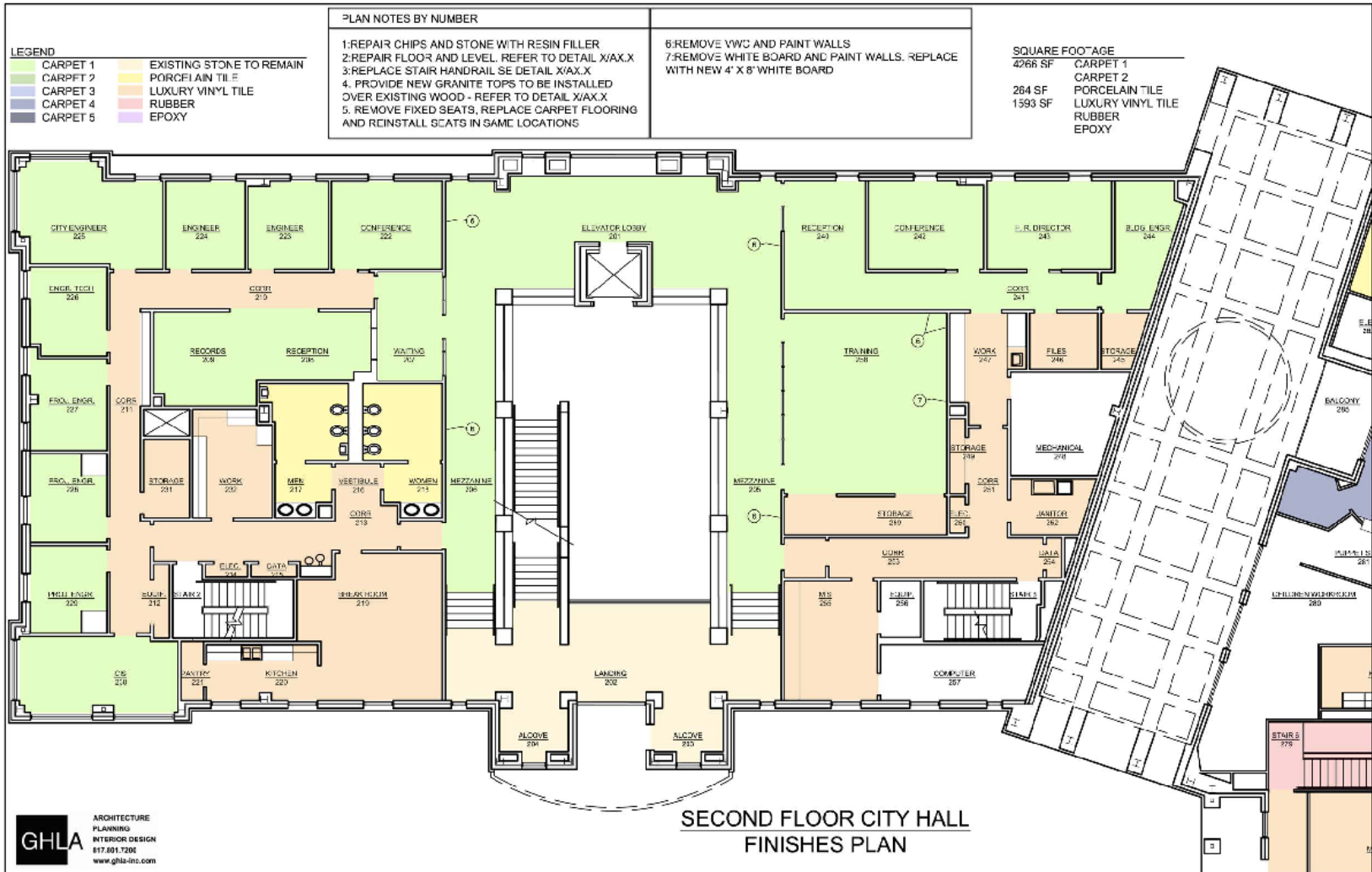
PLAN NOTES BY NUMBER

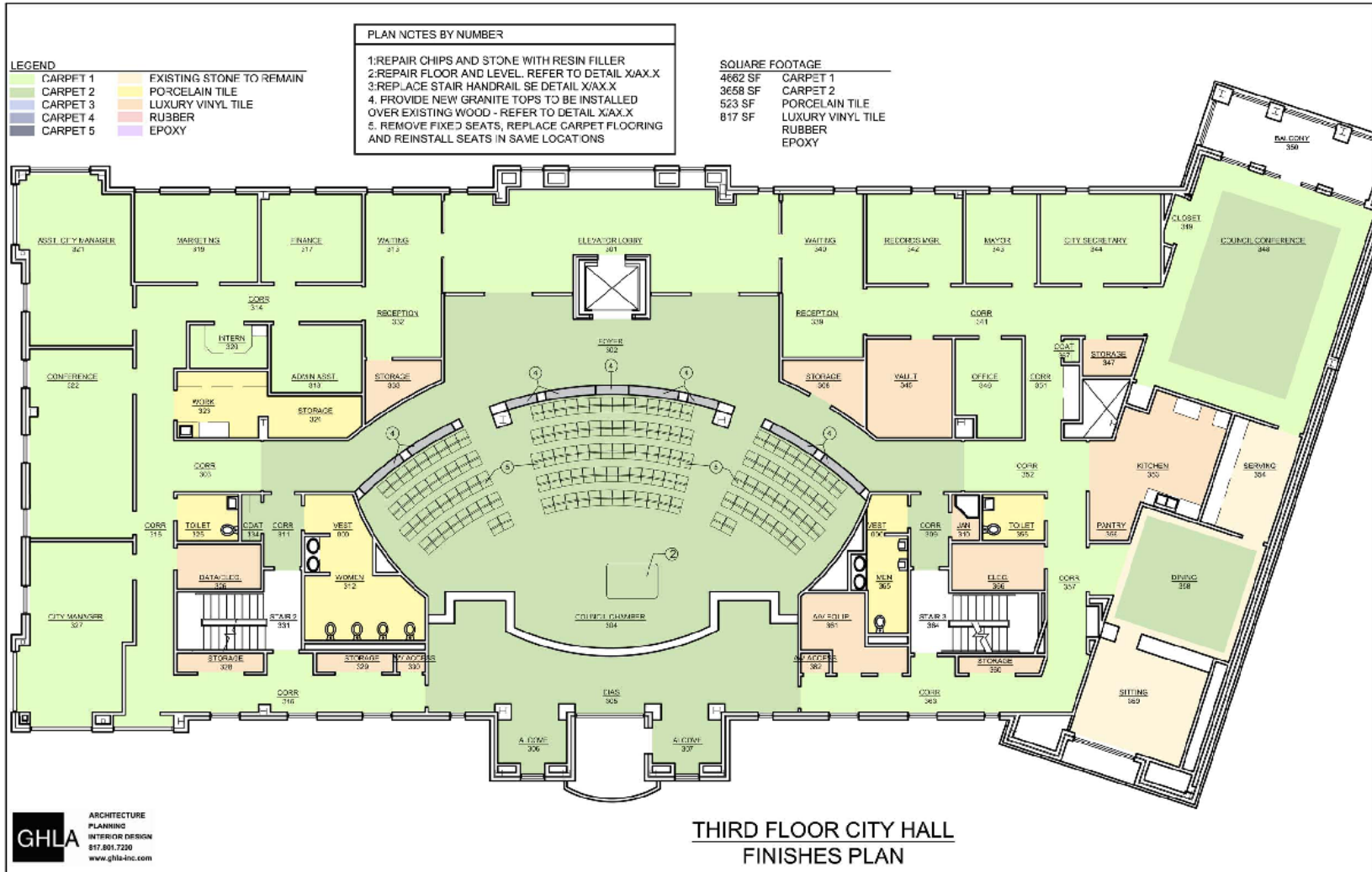
- 1.REPAIR CHIPS AND STONE WITH RESIN FILLER
- 2.REPAIR FLOOR AND LEVEL. REFER TO DETAIL X/AX.X
- 3.REPLACE STAIR HANDRAIL SE DETAIL X/AX.X
4. PROVIDE NEW GRANITE TOPS TO BE INSTALLED OVER EXISTING WOOD - REFER TO DETAIL X/AX.X
5. REMOVE FIXED SEATS, REPLACE CARPET FLOORING AND REINSTALL SEATS IN SAME LOCATIONS

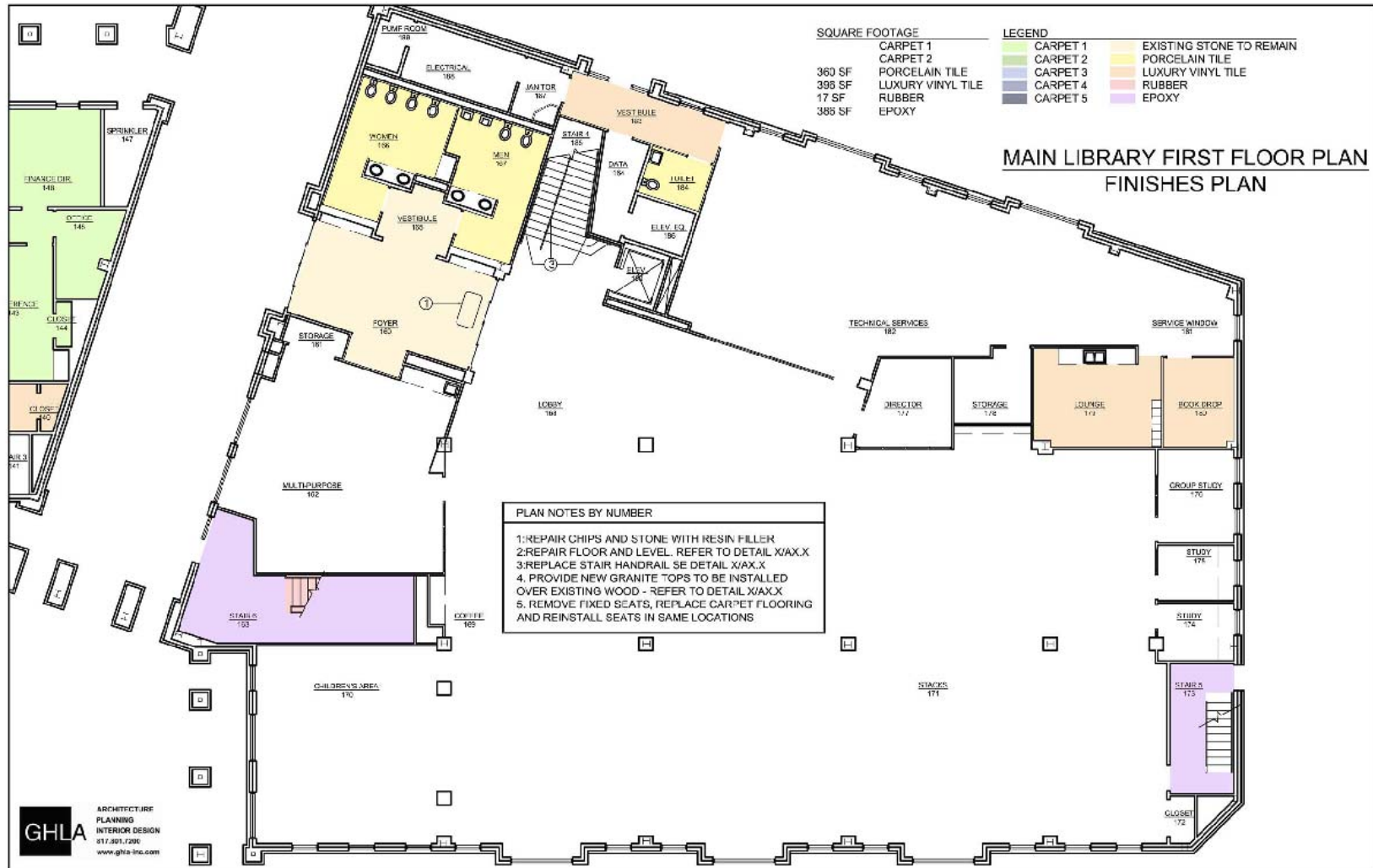
SQUARE FOOTAGE

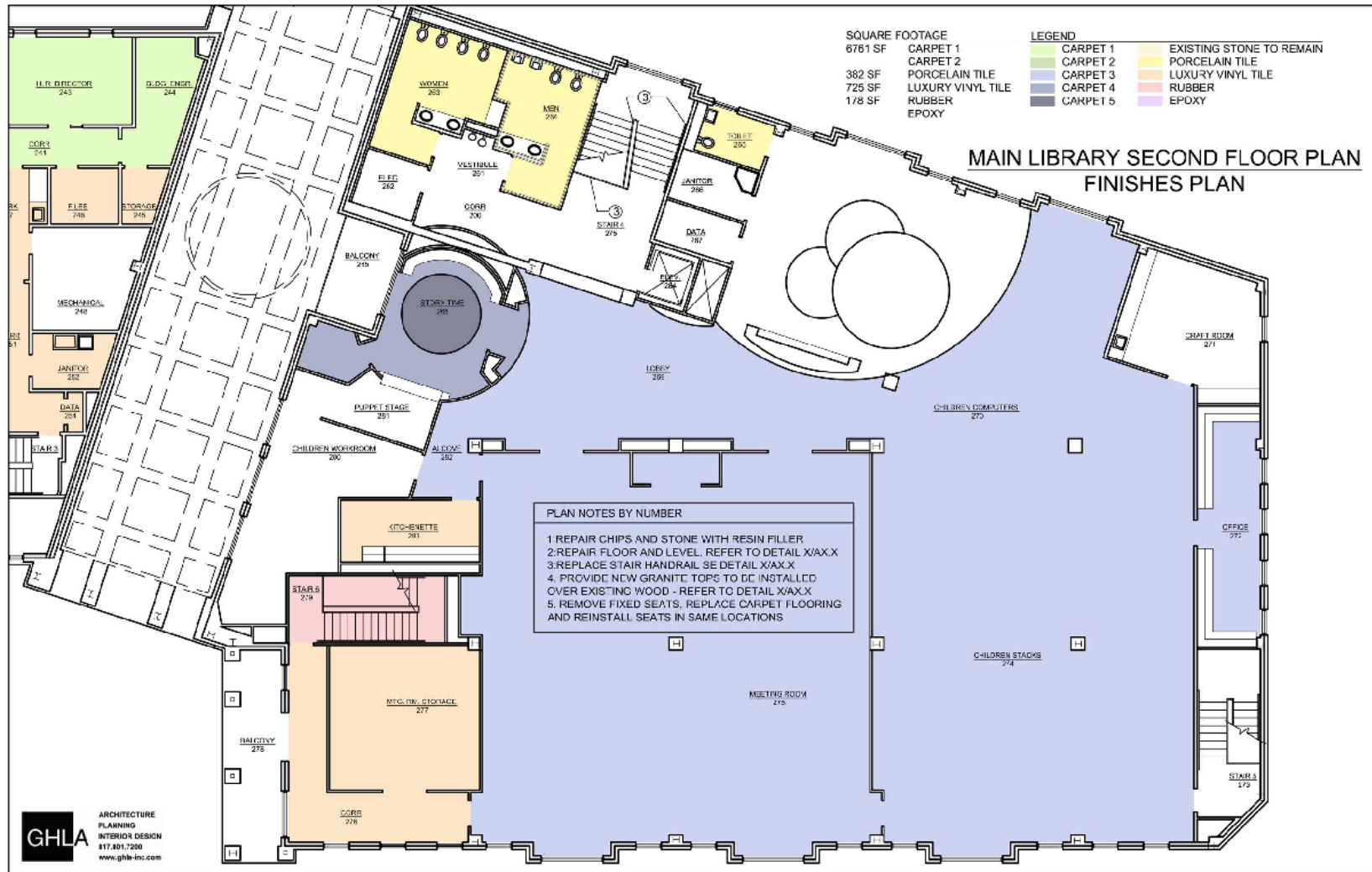
357 SF	CARPET 1
246 SF	CARPET 2
897 SF	PORCELAIN TILE
	LUXURY VINYL TILE
	RUBBER
	EPOXY













City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 6/15/2021

Type Worksession

Department Finance

Title

Review of preliminary budget numbers

Explanation

This item provides for City Council and staff to begin preparation of the FY 2022 budget.

Attachments

1. FY22 Budget Worksession Presentation

FY 2021 Preliminary Projections

Budget Worksession
June 15, 2021

Agenda



- History of efforts
- Operating fund preliminary projections
- Agency Agreement funding

History of Efforts



FY 2018

- Fully funded the market increases with the Compensation & Classification study
- Hiring “chill”, eliminated vacant positions across the City

FY 2019

- Leaner staffing model –able to absorb health insurance cost increases
- HRA deductible reimbursement plan

FY 2020

- Better align capital expenditures with capital funds
- Continued operational efficiencies to absorb operating cost increases

FY 2021

- More efficient use of restricted revenue for operations
- Health insurance flat with FY20

FY 2022

- Maximize use of sales tax funds
- Continue annual compensation increases
- Health insurance effectively flat with FY21

General Fund Projections



	BUDGET FY 2021	YE PROJECTED FY 2021	BUDGET FY 2022	PROJECTED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025	PROJECTED FY 2026
BEGINNING FUND BALANCE	\$7,735,499	\$7,735,499	\$8,884,376	\$9,143,120	\$9,339,065	\$9,534,589	\$9,728,135
REVENUE:							
Ad Valorem Taxes	\$15,320,000	\$15,395,000	\$15,396,200	\$15,856,486	\$16,330,565	\$16,818,849	\$17,321,766
Sales Tax	\$4,305,000	\$4,683,000	\$4,505,000	\$4,616,050	\$4,718,586	\$4,811,886	\$4,883,523
Franchise Fees	\$2,053,000	\$2,002,558	\$1,973,000	\$1,992,730	\$2,012,657	\$2,032,784	\$2,053,112
Licenses & Permits	\$820,000	\$873,250	\$867,000	\$836,670	\$795,637	\$746,166	\$722,272
Fines	\$620,000	\$613,806	\$586,000	\$591,860	\$597,779	\$603,756	\$609,794
Charges for Service	\$799,875	\$709,775	\$914,875	\$924,024	\$933,264	\$942,597	\$952,023
Intergovernmental	\$482,327	\$522,643	\$476,758	\$487,632	\$503,627	\$520,378	\$533,956
Miscellaneous Income	\$248,000	\$185,555	\$198,000	\$199,980	\$201,980	\$204,000	\$206,040
Transfers In	\$476,179	\$476,179	\$499,056	\$511,927	\$526,443	\$541,574	\$552,242
TOTAL REVENUES	\$25,124,381	\$25,461,766	\$25,415,889	\$26,017,359	\$26,620,536	\$27,221,990	\$27,834,730
Expenditures	\$22,981,446	\$22,812,889	\$23,657,145	\$24,321,414	\$24,925,012	\$25,528,444	\$26,259,564
Annual Contribution to CIP	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Fund Balance Transfer to CIP	\$0	\$0					
TOTAL EXPENDITURES	\$24,481,446	\$24,312,889	\$25,157,145	\$25,821,414	\$26,425,012	\$27,028,444	\$27,759,564
NET REVENUE	\$642,935	\$1,148,877	\$258,744	\$195,945	\$195,524	\$193,546	\$75,166
ENDING FUND BALANCE	\$8,378,433	\$8,884,376	\$9,143,120	\$9,339,065	\$9,534,589	\$9,728,135	\$9,803,301
DAYS OF FUND BALANCE	125	133	133	132	132	131	129

Projection Includes:

- No-New-Revenue Tax Rate
- No health insurance increases
- Expand the HRA deductible relief program
- Funding pool for merit increases (3.5%)

General Fund Projections By Department



Department	FY21 Budget	FY22 Projection	\$ Change
City Council	\$ 222,701	\$ 225,451	\$ 2,750
City Administration	\$ 687,613	\$ 766,902	\$ 79,289
Building Inspections	\$ 467,680	\$ 481,294	\$ 13,614
Economic Development	\$ 224,599	\$ 244,629	\$ 20,030
City Secretary	\$ 247,999	\$ 259,818	\$ 11,819
Finance	\$ 639,085	\$ 730,456	\$ 91,371
Legal	\$ 242,008	\$ 242,008	\$ -
Library	\$ 605,426	\$ 589,665	\$ (15,761)
Engineering	\$ 380,559	\$ 393,681	\$ 13,122
Community Development	\$ 453,635	\$ 465,990	\$ 12,355
Fire	\$ 6,239,520	\$ 6,744,997	\$ 505,477
Police	\$ 5,296,774	\$ 5,178,796	\$ (117,978)
Parks	\$ 1,317,221	\$ 1,109,043	\$ (208,178)
Streets	\$ 2,591,708	\$ 2,578,437	\$ (13,271)
Recreation	\$ 507,743	\$ 517,351	\$ 9,608
Communications	\$ 29,405	\$ 76,645	\$ 47,240
Colleyville Center	\$ 210,045	\$ 213,603	\$ 3,558
Human Resources	\$ 314,243	\$ 366,428	\$ 52,185
Municipal Court	\$ 599,214	\$ 636,808	\$ 37,594
Fleet Maintenance	\$ 163,990	\$ 169,874	\$ 5,884
Building Services	\$ 601,195	\$ 609,987	\$ 8,792
Information Services	\$ 954,738	\$ 1,058,418	\$ 103,680
Capital Equipment Reserve Fund	\$ 371,000	\$ 371,000	\$ -
Non-Departmental	\$ 1,113,345	\$ 1,125,862	\$ 12,517
GENERAL FUND TOTAL	\$ 24,481,446	\$ 25,157,145	\$ 675,699

FY21 Budget	\$ 24,481,446
Less:	
FY21 Non-Recurring Costs	\$ (102,800)
Parks Mowing Contract to CEDC	\$ (250,000)
One Officer to CCCPD	\$ (148,177)
Police Communications Contract	\$ (49,170)
Animal Control Contract	\$ (21,402)
Base Budget Net Changes	\$ (80)
Plus:	
Updated Personnel \$\$ (w/Merit)	\$ 605,962
Assistant Fire Chief	\$ 160,569
Payroll Entry Software	\$ 53,978
IT Video Team	\$ 52,129
Parks Maintenance Increase	\$ 50,000
Other Cost-of-Business	\$ 49,709
Communications Contractual Svcs	\$ 47,240
Compensation Study	\$ 45,000
Management Assistant (Fire)	\$ 41,224
IT Renovations	\$ 37,148
IT Maintenance Increases	\$ 34,339
Temporary Help for TrakIt	\$ 20,000
Muni Court Labor Pool	\$ 17,266
GRACE Funding Request Increase	\$ 10,000
Clear Gov e-Budget	\$ 9,200
Replace TV Monitors	\$ 4,928
NETCO Budget	\$ 3,136
Court Legal Fees	\$ 3,000
Breast Cancer Awareness Car Decals	\$ 2,500
Total FY22 Budget	\$ 25,157,145



Utility Fund Projections

	BUDGET FY 2021	YE PROJECTED FY 2021	PROJECTION FY 2022	PROJECTION FY 2023	PROJECTION FY 2024	PROJECTION FY 2025	PROJECTION FY 2026
BEG. WORKING CAPITAL	5,873,267	5,873,267	5,731,667	5,731,567	5,731,567	5,731,567	5,731,568
FUND REVENUES							
Water - Base Rate	1,864,515	1,830,000	1,985,445	2,033,794	2,121,951	2,214,721	2,288,415
Water - Volumetric Rate	10,605,069	9,277,232	10,605,069	11,279,218	12,268,231	13,034,567	13,785,183
Sale of Material	0	3,214	0	0	0	0	0
Wastewater - Base Rate	1,339,711	1,380,000	1,452,695	1,505,730	1,570,648	1,638,998	1,691,825
Wastewater - Volumetric Rate	3,303,963	3,259,153	3,303,963	3,761,298	4,010,841	4,283,369	4,534,585
Water Installation	42,000	20,000	42,000	42,420	42,844	43,273	43,705
Wastewater Installation	15,000	7,000	15,000	15,150	15,302	15,455	15,609
T.R.A. TRUE-UP	450,000	1,452,481	450,000	450,000	450,000	450,000	450,000
Engineering Charges	5,000	5,000	5,000	5,050	5,101	5,152	5,203
Penalties	200,000	50,000	200,000	202,000	204,020	206,060	208,121
Miscellaneous	15,000	7,000	15,000	15,150	15,302	15,455	15,609
Interest Income	60,000	10,000	14,000	14,140	14,281	14,424	14,568
TOTAL REVENUES	17,900,259	17,301,081	18,088,171	19,323,951	20,718,519	21,921,472	23,052,824
FUND EXPENSES							
Utility Billing	469,229	418,052	482,912	499,586	519,485	540,392	557,779
IS GIS	73,453	77,235	76,032	78,815	82,128	85,613	87,968
Utility Support	1,213,381	1,185,128	1,273,326	1,317,089	1,372,769	1,431,390	1,473,424
Utility Operations - Water	795,589	811,709	908,623	917,438	957,241	999,177	1,035,026
TRA Water (volumetric)	6,923,612	6,056,723	6,923,613	7,363,737	8,009,422	8,509,732	8,999,778
TRA Water (debt)	3,681,456	3,220,509	3,681,456	3,915,481	4,258,808	4,524,835	4,785,405
Utility Operations - WW	418,507	421,497	368,803	383,128	400,674	419,230	434,800
TRA Wastewater	3,303,963	3,259,153	3,303,963	3,761,298	4,010,841	4,283,369	4,534,585
Non-Departmental	233,605	177,233	233,605	240,613	247,832	255,266	262,924
Transfer to General Fund	281,861	281,861	304,838	315,666	328,219	341,368	350,034
T.R.A. True-Up	450,000	1,452,481	450,000	450,000	450,000	450,000	450,000
VERF Transfer	81,100	81,100	81,100	81,100	81,100	81,100	81,100
TOTAL EXPENDITURES	17,925,757	17,442,680	18,088,271	19,323,951	20,718,519	21,921,472	23,052,824
ENDING WORKING CAPITAL	5,847,769	5,731,667	5,731,567	5,731,567	5,731,567	5,731,568	5,731,570

FY21 Budget	\$ 3,566,725
Less:	
FY21 Non-Recurring Costs	\$ (25,000)
Plus:	
Updated Personnel \$\$ (w/Merit)	\$ 97,375
Meter Change-Outs	\$ 33,006
Water Tower Heaters	\$ 25,000
Administrative Transfer Increase	\$ 22,877
Cost-of-Business Increases	\$ 5,628
Payroll Entry Software	\$ 2,500
IT Maintenance Agreements	\$ 1,028
Total FY22 Budget	\$ 3,729,139

- Small rate increase needed

City Expenses 
(determines base rate)

TRA Expenses 
(determines volumetric rates)



Utility Fund Projections - Rates

FY 2022 Recommendation

Slight increases to water/wastewater base rates
CIP rate remains static

Water Meter Size	FY 2021 Water	FY 2021 Wastewater	FY 2021 CIP	FY 2021 Total
1" Meter	\$13.53	\$11.17	\$2.72	\$27.42
1.5" Meter	\$27.07	\$11.17	\$5.03	\$43.27
2" Meter	\$43.31	\$11.17	\$7.81	\$62.29
3" Meter	\$81.21	\$11.17	\$14.29	\$106.67
4" Meter	\$135.34	\$11.17	\$23.54	\$170.05

Water Meter Size	FY 2022 Water	FY 2022 Wastewater	FY 2022 CIP	FY 2021 Total
1" Meter	\$13.53	\$11.17	\$2.72	\$27.42
1.5" Meter	\$27.07	\$11.17	\$5.03	\$43.27
2" Meter	\$43.31	\$11.17	\$7.81	\$62.29
3" Meter	\$81.21	\$11.17	\$14.29	\$106.67
4" Meter	\$135.34	\$11.17	\$23.54	\$170.05

+\$0.64 to
+\$6.42

+\$0.72

+\$1.90
to
+\$16.44

+\$4.95
to
+\$34.96



Drainage Fund Projections

	BUDGETED FY 2021	YE PROJECTED FY 2021	PROJECTED FY 2022	PROJECTED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025	PROJECTED FY 2026
TOTAL BEG. WORKING CAPITAL	718,286	718,286	886,592	886,592	886,592	886,592	886,592
FUND REVENUES							
Drainage Fees	962,640	1,007,839	1,015,000	1,020,075	1,025,175	1,030,301	1,035,453
Penalties/Misc	9,626	3,000	9,626	9,722	9,819	9,918	10,015
Interest Income	6,242	1,000	6,242	6,304	6,367	6,430	6,495
TOTAL OPERATING REVENUES	978,508	1,011,839	1,030,868	1,036,102	1,041,362	1,046,650	1,051,965
FUND EXPENSES							
Drainage Operations	505,457	469,171	510,007	529,452	553,034	577,932	598,209
Stormwater Management	147,233	155,045	153,021	158,358	164,608	171,165	176,253
IS GIS	23,731	24,694	24,564	25,463	26,534	27,659	28,420
Non-Departmental	6,612	6,131	6,612	6,810	7,015	7,225	7,442
Debt Service	127,169	135,482	0	0	0	0	0
Transfer to Capital Fund		53,010	336,664	316,018	290,172	262,668	241,640
TOTAL OPERATING EXPENSES	810,202	843,533	1,030,868	1,036,102	1,041,362	1,046,650	1,051,965
NET REVENUE	168,306	168,306	0	0	0	0	0
ENDING WORKING CAPITAL	886,592	886,592	886,592	886,592	886,592	886,592	886,592
Required Coverage Ratio (25% of debt service)	31,792	33,870	0	0	0	0	0
ENDING AVAILABLE WORKING CAPITAL	854,800	852,722	886,592	886,592	886,592	886,592	886,592
Days of Working Capital	399	384	314	312	311	309	308

FY21 Budget	\$ 810,202
Less:	
Debt Service	\$ (127,169)
Plus:	
Transfer to Capital Fund	\$ 336,664
Updated Personnel \$\$ (w/Merit)	\$ 11,171
Total FY22 Budget	\$ 1,030,868

Hotel Fund Projections



	ACTUAL FY 2021	PROJECTED FY 2021	PROJECTED FY 2022	PROJECTED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025	PROJECTED FY 2026
BEGINNING FUND BALANCE - 10/1	399,005	399,005	172,983	173,429	173,654	175,342	178,059
FUND REVENUES							
Hotel Taxes	235,000	100,000	248,000	255,000	265,000	275,000	285,000
Earned Interest	2,500	300	2,500	2,500	2,500	2,500	2,501
TOTAL REVENUES	237,500	100,300	250,500	257,500	267,500	277,500	287,501
FUND EXPENDITURES							
Library	0	0	0	0	0	0	0
Police Administration	0	0	0	0	0	0	0
Promotion of the Arts	35,000	35,000	15,000	15,000	15,000	15,000	15,000
Economic Development	20,000	20,000	0	0	0	0	0
Colleyville Promotion/Advertising	107,592	83,196	131,956	135,536	139,909	144,520	147,755
Colleyville Center	164,584	188,126	103,098	106,738	110,903	115,263	118,291
TOTAL EXPENDITURES	327,176	326,322	250,054	257,274	265,812	274,783	281,045
ENDING FUND BALANCE - 9/30	309,329	172,983	173,429	173,654	175,342	178,059	184,514

- Continue to fund large portions of the Colleyville Center and Events Specialist here
- Will use some funding for events/promotion of the arts



Debt Service Fund Projections

	PROJECTED FY 2021	PROJECTED FY 2022	PROJECTED FY 2023	PROJECTED FY 2024	PROJECTED FY 2025	PROJECTED FY 2026
BEGINNING FUND BALANCE - 10/1	1,126,001	1,037,557	1,050,057	1,062,557	1,075,057	1,087,557
FUND REVENUES						
Current Property Taxes	770,000	813,152	760,264	834,789	778,289	617,150
Delinquent Property Taxes	3,000	1,500	1,500	1,500	1,500	1,500
Penalty & Interest	1,500	5,000	5,000	5,000	5,000	5,000
Transfer-in TIF Fund**	0	0	0	0	0	0
Interest Income/Other	2,252	6,000	6,000	6,000	6,000	6,000
TOTAL REVENUES	776,752	825,652	772,764	847,289	790,789	629,650
FUND EXPENDITURES						
2011 G.O. Refunding Bonds						
2016 G.O. Refunding Bonds	410,000	425,000	435,000	445,000	455,000	465,000
2016 Engine Lease	48,485	39,738	39,738	39,738	39,738	39,738
Ambulance Lease	49,988	49,988	0	0	0	0
2019 Ambulance Lease	165,773	120,000	120,000	0	0	0
2020 Pumper Lease	120,700	120,700	120,700	120,700	120,700	0
Projected: Future Leases	0	0	0	195,500	138,000	138,000
Bond Interest	68,750	56,225	43,325	32,350	23,350	14,150
Paying Agent	1,500	1,500	1,500	1,500	1,500	1,500
TOTAL EXPENDITURES	865,196	813,152	760,264	834,789	778,289	658,388
LESS USE OF AVAILABLE CASH	0	0	0	0	0	0
ENDING FUND BALANCE - 9/30	1,037,557	1,050,057	1,062,557	1,075,057	1,087,557	1,058,819

- General obligation debt paid off in FY 2028
- Continue to evaluate debt strategy to ensure alignment with identified needs

Bond Payment Schedule



Non-Callable

FY	Property Tax-Backed Debt (incl. leases)		
	Principal	Interest	Total DS
2022	\$ 636,609	\$ 63,088	\$ 699,698
2023	\$ 479,523	\$ 47,287	\$ 526,810
2024	\$ 490,806	\$ 35,029	\$ 525,835
2025	\$ 502,126	\$ 24,709	\$ 526,835
2026	\$ 465,000	\$ 14,150	\$ 479,150
2027	\$ 475,000	\$ 4,750	\$ 479,750
2028	\$ -	\$ -	\$ -
2029	\$ -	\$ -	\$ -
	\$ 3,667,862	\$ 267,438	\$ 3,935,300

Agency Agreements



Agency	2015 Approved	2016 Approved	2017 Approved	2018 Approved	2019 Approved	2020 Approved	2021 Approved	2022 Requested
Alliance for Children	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Catholic Charities						\$0		
GRACE	\$7,500	\$7,500	\$7,500	\$7,500	\$10,000	\$15,000	\$15,000	\$25,000
Metroport Meals on Wheels	\$10,000	\$10,000	\$10,000	\$12,000	\$10,000	\$12,000	\$12,000	\$12,000
Safe Haven	\$1,000	\$1,000	\$1,000	\$1,000	\$1,500	\$1,500	\$1,000	\$1,000
Special Needs Assistance Partners (SNAP)	\$500	\$500	\$500	\$500	\$500	\$500	\$1,000	\$1,000
	\$27,700	\$26,740	\$26,240	\$30,400	\$25,500	\$32,500	\$32,500	\$42,500

Questions and Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-5

Agenda Date 6/15/2021

Type Worksession

Department City Secretary

Title

Discussion of the June 15, 2021, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 6/15/2021

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 62 Main Street LLC, Tap Realty, LLC, vs Neighborhood Management, Inc. ET AL

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

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

Attachments

RESOLUTION R-21-4624

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF JUNE 15, 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 15TH DAY OF JUNE 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-21-4625

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JUNE 15, 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 June 1, 2021
 - b. Approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for project design services in connection with the Colleyville Senior Center Improvements Project, in a total amount not to exceed \$499,310.00, and authorizing the City Manager to execute the agreement
 - c. Approval of the First Amendment to the Construction Services Agreement with The Fain Group, Inc. for the SH26 Beautification Project, providing for an additional \$268,428.00 to the current project budget in an amount not to exceed \$6,010,468.30, and authorizing the City Manager to execute the amendment
 - d. Approval of a construction services agreement with JM Management LLC, dba JM Construction Solutions for the Colleyville Service Center Renovation Project, in an amount not to exceed \$552,092.61 and a contingency amount not to exceed \$50,000.00, and authorizing the City Manager to execute the contract
 - e. Approval of a construction services agreement with CMC Development & Construction Corporation for the Colleyville Center Interior Renovation/Repair Project, in an amount not to exceed \$170,000.00 and a contingency amount not to exceed \$10,000.00, and authorizing the City Manager to execute the contract

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS ON THIS THE 15TH DAY OF JUNE 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, June 1, 2021

Due to technical challenges, the City Council Worksession and Regular Meeting of the City Council was moved to the second floor of the library.

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, June 1, 2021, at 5:36 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.

Mayor Newton welcomed everyone and explained there had been a power outage earlier in the week which compromised the technology in the Executive Conference Room and Council Chambers, therefore the meeting was being conducted at the Library.

WS-1 Update on the preliminary design for the trail connecting the Nature Center to Sparger Park

Public Works Director Ray Silva-Reyes stated this item would address the Nature Center Trail, which is planned to be a 12' concrete trail to connect the Nature Center to Sparger Park. Director Silva-Reyes broke the project down into phases, presented maps, and financial analysis of trail design/alignment, alternate options, and neighborhood/topographical considerations. Throughout the presentation, City Council discussed the advantages, challenges, and options for each phase.

Following discussion, City Council directed staff to move forward with Phase I design, incorporating the green trail bypass. Additional planning for Phase II will come before City Council at a future date.

WS-2 Budget Process Overview

Finance Director Kyle Lester reviewed the budget process with City Council. He provided a background of each of the major funds, and how the funds can be used. Director Lester noted the budget looks for and serves as a financial plan while the Annual Report, which is an audit, looks backward and follows the General

Accepted Accounting Principles, and records actual revenues to expenditures. Director Lester noted a high level glance of City Council's actions include formally adopting the budget (expenditures) as a total for each operating fund, amending the budget if needed, setting the tax rate and all other City fees and charges, adopting a 5-year CIP, and approval of all purchases and contracts over \$50,000.

Director Lester reviewed the process and budgeting for vehicle, technology, police, fire, and building system replacement. He then went on to provide a historical review of the tax rate and its components. Director Lester defined the No-New-Revenue Rate (previously the Effective Rate) as the rate that would produce the same amount of taxes if applied to the same properties taxed in both years, without new construction. He also provided a tax rate comparison for cities surrounding Colleyville, DFW cities, cities with a population of over 10,000 and 20,000, and an overall of all Texas cities. He stated that Colleyville's tax rate is lower than 96% of all Texas cities over 20,000 populations.

Director Lester concluded his presentation noting the City is on track to establish the no-new-revenue tax rate within the FY22 budget.

Mayor Newton reiterated the no-new-revenue tax rate is the rate that would produce the same amount of taxes if applied to the same properties taxed in both years, without including new construction. Mayor Pro Tem Lindamood suggested planning to increase the number of days the City could operate when calculating the debt ratio threshold.

WS-3 Discussion of the June 1, 2021, City Council regular agenda items

Mayor Newton stated agenda items 6a, 8a, and 8b will remain tabled and item 7a has been withdrawn.

Mayor Newton adjourned the Worksession at 6:36 p.m. and called the Executive Session to order, noting Executive Session will be convened in the Executive Conference Room, and City Council will return to the Library for the regular meeting.

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, and 62 Main Street LLC, Tap Realty, LLC, vs Neighborhood Management, Inc. ET AL

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

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

There was no action taken and Mayor Newton adjourned the Executive Session at 7:21 p.m.

Mayor Newton called the regular meeting of the City Council to order at 7:36 p.m. 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.

Mayor Newton welcomed everyone and explained there had been a power outage earlier in the week which compromised the technology in the Executive Conference Room and Council Chambers, therefore the meeting was being conducted at the Library.

INVOCATION: Martin Richardson, Crown of Life

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-21-4618

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**Announcements of civic and charitable events****Presentation of calendar events and updates****Announcements of awards and recognition**

Mayor Newton presented the following legislative information:

Legislative Update – The Texas Legislative meets every other year to pass new legislation. This year it met in regular session from January 12th through May 31st. I want to update you on some bills that are important to our City and that I have mentioned in previous council meetings.

- a. **HB4447** would have prohibited cities from requiring “planning documents” such as a drainage studies and traffic impact analysis prior to a plan or plat being approved by the City Council. This would have negatively impacted Colleyville and the quality to which we require developments to be built. Fortunately, this bill failed to pass.
- b. **SB7** would make changes to voting rules in Texas with the intention of strengthening voter integrity – especially mail in ballots (i.e. who is casting the vote). The bill went back and forth between the Senate and the House. The Senate ultimately approved the bill without amendments and was expected to be approved by the House. Unfortunately, at the last minute before the session ran out and before a vote was called, the Democrats in the House left the meeting removing the quorum and denying the bill a vote. In my view, this bill is critical to maintaining valid election processes which is the underpinning of our very democracy. In my opinion, the papers and major news media have portrayed this bill as restricting voting access which is blatantly untrue. I believe the governor is considering calling a special session that would allow the legislature to reconsider the bill. I urge you to call the governor’s office and request a special session for this bill.
- c. **Last City Council meeting I reported on SB 2202** that would have banned critical race theory from social studies curriculum in public schools. This bill did not get out of the legislative process, but **HB 3979** was passed by both the Senate and the House and went to the governor for signature. **HB 3979** would limit the teaching of critical race theory in public schools and include the founding documents of the United States of America and items such as the Federalists papers in the curriculums. This bill is not perfect but goes in the right direction. Southlake has demonstrated that all parents should be concerned about this no matter what school system they are in. “Critical race theory” the “cancel culture” and the “1619 Project” are very divisive in their very foundations and go counter to our Constitution, the Bill of Rights and the teachings of Martin Luther King, which are all blind to the color of one’s skin. Critical race theory is based on the assumption of systemic racism as its very

foundation. In my opinion, schools should be about teaching the basics of education, math, science, reading, writing, and art, not subjecting our students to social/political agendas of the day that parents may not agree with. I am sure there will be much public discussion of this topic in the future.

Mayor Newton and the City Council made the following announcements:

Trail Funds - Last week we were informed that Commissioner Fickes is working on providing Colleyville with \$500,000 for a bike trail project in our city. Tentatively, the proposed bike/pedestrian trail along Bransford Road is slated for this funding. I would like to take a moment to thank Commissioner Fickes for this effort and his ongoing leadership in the area of transportation. His leadership has saved our taxpayers millions of dollars on road project reconstruction while tirelessly working to secure funding for new transportation initiatives. We are blessed to have him represent our City.

Colleyville FD Responds to Assist Flooded Communities in South Texas – Recently, the Fire Department was notified by the Texas Emergency Medical Task Force of the need for emergency resources to be staged in preparation for potential flooding conditions in southern Texas. Within the hour, Engineer Brian Wallace and Firefighter William Hutton were activated to deploy an ambulance. They responded to staging in College Station, and later assigned to the coastal city of Orange, near the Louisiana border. We are proud of our Fire Department and applaud their efforts to assist those in need throughout our City and beyond. The Emergency Medical Task Force is a state cooperative lead by the Texas Department of State Health Services to compliment local resources in times of disaster.

Colleyville Business Center Event – The Colleyville Business Center will host a Lunch-and-Learn with marketing pro Tracy Southers Parker. The event will take place on June 8 from 11:00 am to 1:00 pm. The event will provide business owners with insight on marketing to reach new customers and deliver products and services. The event is free but requires registration. For more information contact the CBC staff at 817-503-1350.

Election Day Run-off is Saturday June 5 – A run-off election will be held June 5 for those contests yet to be decided. Voting will be conducted at Colleyville City Hall, second floor training room 7 a.m. - 7 p.m.

Blues Brothers Tribute Coming to Plaza – The Texas Bluesmen will be coming to the Plaza on Friday, June 11 at 6:30 p.m. They are the #1 requested Blues Brothers Tribute band in Texas and put on a concert you won't soon forget! They will also be bringing their Bluesmobile, so make sure you get a photo after the show! As with all City events, this concert is free of charge. Gourmet popsicles will be provided to attendees. For more information, go to Colleyville.com/events.

Stars & Guitars Scheduled for June 25 – Country music legend Jo Dee Messina will be our featured artist at our annual Stars & Guitars event. This year's concert will take place at City Park on Friday, June 25. Gates open at 6:30 p.m. The show will conclude with a spectacular fireworks display. Tables will be available for purchase at \$30 each. They will go on sale Friday, June 4. Contact Ronni Orr at 817-503-1113 for reservations. Large lawn area will be available for those wishing to set up a blanket, chairs, and enjoy some family time. The event is free of charge and does not require a ticket.

Colleyville Exceptionalism Captured – You may hear me mention "Colleyville's exceptionalism" when I discuss our City. I love this City and the wonderful residents who call her home. Too often this description of Colleyville fails to capture the blessed nature of who we are and what "exceptionalism" is about. A little over a week ago, I received a letter that tells the story of exceptionalism in the personal experience of one of our residents. I would like to share that letter with you now.

Dear Mayor Newton:

I am writing to thank the leadership of Colleyville for the professional services and caring respect that we have received from so many members of your team.

During the February snowstorm, we lost power for over 50 hours. We are in our seventies, and my husband is handicapped. I could not find a hotel room and did not have family who could help. We went to the warming station at the library to charge our electronic devices. Later that day, we decided to pack our blankets and spend the night at the warming station. We stayed two nights.

While we were there, everyone made us feel welcome and cared for. I think library employees pitched in to staff the station. I especially remember the library employees who helping me find a resting place for my husband in the puppet room. Local vendors provided hot food. There was always coffee and water and snacks. The folks that maintained the food area and coordinated with the vendors were outstanding in their kindness and attention to detail. I do not know whether they were library staff or volunteers from the community. Restrooms were maintained.

Other staff members and officers checked on everyone through the night.

This was an amazing, lifesaving experience for my husband and me. I believe we would have died from hypothermia if we had attempted to stay another night in our home. Please express our admiration and appreciation to those who planned, managed, and staffed the Colleyville Library warming station.

We have also had very professional, helpful interactions with folks in the utilities billing and engineering departments. A few Sundays ago, we attended our first

concert on the Plaza. It was a wonderful free event for families and for older residents like us. The music was great. There was complimentary ice cream. A smiling, friendly person passed out Colleyville t-shirts (which we will definitely wear). Whenever we vote at City Hall, everything is well signed; there is handicap parking; and, staff understands my husband's need for assistance.

I hope this letter conveys our thanks to you and your team. We moved to Colleyville about three years ago after living in St. Louis for 35 years. We are so glad that we chose Colleyville for our new city!

*Sincerely,
Mary Fulcher Morgan*

This letter captured the essence of "exceptionalism" in a way that is sure to warm your heart. It fills me with pride to share this community with so many who work for the betterment others. We are truly blessed!

Presentation of a donation to the Colleyville Public Library for the 2021 Summer Reading Program from the Robert J. & Helen H. Glaser Family Foundation in the amount of \$10,000 - by the Colleyville Public Library Foundation, Denise Light, President

Presentation in recognition of the Robert J. & Helen H. Glaser Family Foundation – Mayor Richard Newton and Library Director Mary Rodne

Mayor Newton was joined by Colleyville Public Library Foundation President Denise Light, member Pat Jones, and Library Director Mary Rodne to receive a \$10,000 grant for the Library Summer Reading Program from the Robert J. & Helen H. Glaser Family Foundation.

Robert and Christine Glaser, representing the Foundation, presented the check. Library Director Mary Rodne reviewed the summer reading programs which were made available by the generosity of the Glaser's. Director Rodne and Mayor Newton presented Robert and Christine Glaser with an award in recognition of their contributions to the library.

4. CONSENT: READING AND PUBLIC HEARING- RESOLUTION R-21-4619

4a Approval of the minutes of the regular City Council meeting of May 18, 2021

Mayor Newton read Resolution R-21-4619 in its entirety.

There was no discussion.

Mayor Newton opened and closed the public hearing at 8:02 p.m. as there was no one wishing to speak.

Councilmember Kelley made a motion to approve Resolution R-21-4619, 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): FIRST READING AND PUBLIC HEARING

5a Ordinance O-21-2163

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to RE Single Family "Estate" Residential zoning district on Lot 1A & 2A, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case ZC21-010

Mayor Newton read the caption of Ordinance O-21-2163.

Community Development Director Ben Bryner presented this item noting this is a request to rezone from the PUD-C Planned Unit Development - Commercial district to the RE Single-Family 'Estate' Residential district for one new single-family home. He noted this property is located in The Villages and the current size of the property does comply with all the minimum standards of the RE zoning district.

Mayor Newton stated this is a proposal for residential in the middle of commercial zoned property, however, the zoning is in The Villages, and there would be a possibility of the property containing condominiums. There was general discussion regarding commercial properties within The Villages, the location of the front of the home, and an easement for a walkway.

Mayor Newton asked the applicant to come forward. Tammy Spicer, 90 Casa Lane, answered questions of the City Council which included stating the property is under contract and she will purchase the property if she is approved for the zoning. Ms. Spicer stated it would be her intention to keep the trees, add a fence on two sides, maybe a swimming pool, and guest house at a later date. Ms. Spicer stated she believes the single family home would add more value to the area and City than 15 small condos and she is willing to work with the City.

Mayor Newton opened the public hearing at 8:14 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke in favor of this item.

There were no others wishing to speak and Mayor Newton closed the public hearing at 8:15 p.m.

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

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

6a Ordinance O-21-2159

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to PUD-C Planned Unit Development-Commercial zoning district on Tract 2C03, Abstract 206, BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC21-003

This ordinance remained tabled.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a WITHDRAWN BY APPLICANT - Request for a variance to the provisions of Section 5.7.E, Tree Preservation and Canopy Cover of the Land Development Code, specifically, the minimum preservation of protected tree canopy requirements on Lot 1, Miles Addition, located at 6480 Pool Road, Case VC21-002

As noted, this item was withdrawn by the applicant therefore; this item did not require discussion or action.

7b Resolution R-21-4620

Consideration of a Preliminary/Final Plat for Lots 1-12 & Lots A&B, Block 1, Eastpointe Terrace, being Lot 1, Miles Addition, located at 6480 Pool Road, Case PC21-004

Mayor Newton read Resolution R-21-4620 in its entirety.

Community Development Director Ben Bryner presented this item advising it is a request for a Preliminary/Final Plat which subdivides the property into 12 single-family residential lots and two open space lots. Director Bryner reviewed the history of the property which included a sidewalk waiver in 2018 and a drainage plan which conforms to City of Colleyville Drainage Code. Director Bryner noted the applicant revised the tree plan to comply with the requirement of preserving a 50-percent canopy.

There was discussion regarding the expiration of the 2018 sidewalk waiver, drainage, tree canopy, and trees which should be planted at the request of neighbors and the suggestion of the City Manager.

Mayor Newton asked the applicant to come forward to answer questions. Mayor Newton stated he was aware there were residents who will be speaking on this item. He stated everyone will be allowed to speak and each issue will be addressed and in the end there will be a result which is good for everyone. Mayor Newton stated the property was zoned in 2015 by authorization of the City Council at that time and we are now at platting, which means this City Council has no authority to cause the applicant to do anything which is not in the Land Development Code.

Samantha Renz, Civil Engineer, 420 Throckmorton, Fort Worth, representing the applicant, answered questions of the City Council which included discussion of the tree waiver and what adjustments were made to the plan to bring the canopy into compliance, how the critical root zone was calculated, a review of the drainage plan, detention pond, plan to retain silt, water flow, and screening.

Mayor Newton opened the public hearing at 8:47 p.m.

Lana Shelton and Keith Shelton, 6504 Glenhope Circle S spoke in opposition to the project with concerns for trees, wildlife, land use, drainage, and aesthetics.

Sue Reed, 2512 Independence Road, spoke in opposition with concern for home values, double frontage lots, safety, lifestyle, maintenance, fencing, street width, and trees.

Tony Horton, 2612 Independence Road, spoke in opposition with concerns for right of way, street width, the number of homes, fencing, and trees.

Mary and Richard Ruocchio, 2516 Independence Road, spoke in opposition with concerns for density, design, landscaping, noise, lights, location to the street, fencing, and lack of design elements.

Mike Milliken, 6401 Regiment Place, spoke in opposition with concerns for density and double loaded lots.

David Toney, spoke in opposition to the project as constructed, with concerns for drainage and home values.

Wishing not to speak, but registering opposition to this item:

Joseph and Carol Sanders, 2508 Flintlock Court; Brian Matlock, 2508 Independence Court, David and Kamariah Reed, 2613 Independence Road.

Mayor Newton closed the public hearing at 9:41 p.m. as there were no others wishing to speak.

Mayor Newton asked Ms. Renz why the road was not placed in the middle of the street. Ms. Renz stated drainage would then have to go under the road. Mayor Pro

Tem Lindamood asked how the water would get over the curb. Ms. Lenz stated if, during our review, it is found additional inlets are needed, we can add them.

Mayor Newton declared a recess at 9:50 p.m. and reconvened at 10:00 p.m.

There was further discussion with Ms. Renz regarding landscaping, drainage, entrance design, fencing, and parking.

Mayor Newton recessed the meeting to convene in Executive Session at 10:12 p.m. Mayor Newton closed the Executive Session at 11:01 p.m. and reconvened the meeting at 11:04 p.m.

Mayor Newton asked Ms. Renz if she could agree to the following conditions to be included in the Resolution:

1. applicant shall install a minimum of 38 Arizona cypress trees with a minimum height of 8 feet at the time of installation. The foregoing trees shall provide adequate canopy to serve as a landscape buffer along the southern side of the paved area of Eastpointe Court between the southern curb and the southern property line (with particular concentration along the curvature of the entrance to the subdivision across from Lot 11 and the detention pond);
2. applicant shall submit a full landscape plan for the entrance way and common areas, including the detention pond and surrounding area;
3. applicant shall install a double sided (finished) fence a minimum 8 feet in height, constructed of cedar wood material and located along the entire south, west, and north property lines, subject to the required 30 foot setback from the edge of the right-of-way for Pool Road;
4. applicant shall install shutters on all street lights sufficient to prevent glare onto all property adjacent to the subdivision;
5. applicant shall cause the completion of construction of the northbound left turn lane and median along Pool Road;
6. the street pavement shall be located in the center of the right-of-way;
7. final engineering approval shall be subject to correcting and addressing any off-site drainage tributary to the subdivision and providing corrective collection of all such storm water and conveyance to detention within the subdivision; and
8. the foregoing conditions shall be subject to review and approval by City staff, which shall be required prior to the final plat being filed in the real property records for Tarrant County, Texas.

There was discussion of the number and size of the cypress trees. Ms. Renz agreed to the conditions as read.

Mayor Newton made a motion to approve Resolution R-21-4620 with the above conditions written into the Resolution, seconded by Councilmember Dodson.

The motion to approve Resolution R-21-4620 as amended passed with the following vote:

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

7c Resolution R-21-4621

A resolution terminating Resolution R-20-4487 and the Declaration of Disaster declared for the City of Colleyville

Mayor Newton read Resolution R-21-4621 in its entirety.

Mayor Newton stated the City Council, citizens, and City staff has done a fantastic job throughout this pandemic. The Council thanked Mayor Newton for all of his work.

Mayor Newton opened and closed the public hearing at 11:34 p.m. as there was no one present wishing to speak.

Councilmember Kelley made a motion to approve Resolution R-21-4621, seconded by Councilmember Nakamura.

The motion to approve passed by the following vote:

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

7d Resolution R-21-4622

Consideration of making an appointment to the Planning and Zoning Commission to fill an unexpired term

Mayor Newton read Resolution R-21-4622 in its entirety appointing Tim Raines to the Planning and Zoning Commission.

There was no discussion.

Mayor Newton opened and closed the public hearing at 11:37 p.m. as there was no one present wishing to speak.

Councilmember Rigney made a motion to approve Resolution R-21-4622, 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.

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

These resolutions remained tabled.

8a 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

8b 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

9. CITIZEN COMMENTS

There was no one present wishing to speak.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JUNE 1, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4623

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 11:38 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 15TH DAY OF JUNE 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 4b

Agenda Date 6/15/2021

Number

Type Resolution

Department Parks and Recreation

Title

Approval of a Professional Services Agreement with Barker Rinker Seacat Architecture for project design services in connection with the Colleyville Senior Center Improvements Project, in a total amount not to exceed \$499,310.00, and authorizing the City Manager to execute the agreement

Strategic Plan

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

Renovation of the Colleyville Senior Center was identified as a priority in the 2018 Parks Master Plan and was included in the City's Capital Improvement Program. Barker Rinker Seacat Architecture was engaged to develop several conceptual designs for what that renovation would entail, both inside and out. Following consideration of several conceptual designs over the last several months, a final conceptual design was presented at the June 15, 2021 City Council Worksession. This agenda item takes the next step in that process and provides for approval of design services, development of construction documents, and a complete bid package for the renovation of the Colleyville Senior Center.

Financial Impact

Funding for design services is included in the overall project cost estimate of \$4.65 Million. Project funding is designated in the Capital Improvement Plan from several funding sources including the CEDC and TIF funds.

Recommendation

Approve

Attachments

1. Barker Rinker Seacat Architecture Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
Colleyville Senior Center Renovation Project

This Professional Services Agreement (“Agreement”) is made by and between the City of Colleyville (“City”), and Barker Rinker Seacat Architecture (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Professional Obligations

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

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

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

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

Section 4. Payment

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

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Addendum "A", which shall not exceed FOUR HUNDRED AND NINETY-NINE THOUSAND THREE HUNDRED AND TEN AND NO/100 DOLLARS (\$499,310). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

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

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

Section 6. Time for Performance

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

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

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

Section 7. Documents

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

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other

data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

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

Section 8. Termination

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

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

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

Section 9. Insurance

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

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

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

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

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

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

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

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER

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

Section 13. Assignment

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

Section 14. Applicable Laws

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

Section 15. Default of Professional

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including

reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

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

Section 19. Severability.

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

Section 20. Independent Contractor.

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

Section 21. Right-Of-Access.

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

Section 22. Notice.

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

If to City:	Jerry Ducay, City Manager City of Colleyville 100 Main Street Colleyville, Texas 75077
With copy to:	Whitt L. Wyatt, City Attorney City Attorney's Office 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to Professional:	Kevin Armstrong, Principal Barker Rinker Seacat Architecture 129 S. Main St., Unit 230 Grapevine, Texas 76051

Section 23. Counterparts.

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

Section 24. Addenda and Exhibits.

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

Section 25. Survival of Obligations.

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

Section 26. Authorization.

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

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

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

(Signature page to follow)

EXECUTED on June 15, 2021.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

APPROVED AS TO FORM:

By:  _____
Whitt L. Wyatt, City Attorney
Staff:WW:Date:06/08/2021

EXECUTED on _____.

BARKER RINKER SEACAT ARCHITECTURE

By: _____
Kevin Armstrong
Principal

ADDENDUM “A”
Colleyville Senior Center Renovation Project
SCOPE OF SERVICES

(attached)

ADDENDUM A - SCOPE OF SERVICES
(includes Exhibits A-D attached hereto)



**BARKER
RINKER
SEACAT**
ARCHITECTURE

June 7, 2021

Lisa Escobedo, Director of Parks and Recreation
City of Colleyville
2512 Glade Road
Colleyville, Texas 76034

Subject: Colleyville Senior Center Improvements Design Proposal

Lisa,

Barker Rinker Seacat Architecture is pleased to offer our proposal to perform design services for improving the existing Colleyville Senior Center with renovations and minor additions. In the following documents we describe our proposed scope of services, schedule, and fees for developing and documenting the design and administering the construction of the project based on the concept design developed during the Spring of 2021.

Attached is "Exhibit A" with the outline of our proposed scope of services, "Exhibit B" with a breakdown of our fee proposal, "Exhibit C" showing hourly rates for the team, and "Exhibit D" with the proposed project schedule. Please let us know if this meets your approval and we will work on formalizing an agreement with the City. Our assumption is that the agreement will be based on the City Standard Agreement between Owner and Architect per our previous correspondence.

We look forward to continuing to work on this exciting project and creating a new appearance for the facility.

Regards,

Kevin Armstrong, AIA | LEED AP
Principal
Barker Rinker Seacat Architecture

DENVER
3457 RINGSBY COURT
UNIT 200
DENVER, CO 80216

DALLAS
129 S. MAIN ST.
UNIT 230
GRAPEVINE, TX 76051

CONTACT
303.455.1366
WWW.BRSARCH.COM

Exhibit A

Project Understanding

Our understanding is that the City of Colleyville Parks and Recreation Department wishes to renovate the existing Senior Center during 2022. The existing center is a wood framed structure that was built in the mid-1980s and has been minorly renovated over the years following its transition from its original use as a church. Our work will be based on the concept design developed along with the City during the Spring of 2021. We will develop further the updates to the internal organization of the facility, modifications to the exterior walls and windows, enhance the front entry appearance, and updates to the building HVAC, plumbing, and lighting systems. In addition, we will work with you and your team to provide user experience and spatial improvements such as an improved welcome desk, meeting rooms, classrooms, enhancements to the senior area, restroom facilities, and administrative spaces for initially 5-6 staff members. We will also improve the building to verify it conforms with current accessibility standards.

This document serves as the basis for the project design scope and budget. The overall project budget for the building renovation and addition of approx. 12,100 square feet is \$4.65 million with a construction cost of \$3.4 million (\$283/SF). The project and construction budget will be refined as the project commences during the schematic design phase and initial cost estimating.

The design will improve and replace the mechanical, electrical, and plumbing systems to improve energy use and performance of the building. We will work to meet current energy code requirements. The project will not be designed to meet LEED or any other sustainability certification standard.

Our work will encompass the development of construction documents necessary for permitting, bidding, and construction for the renovation of the existing building. We will assist the City with administering the construction process as well to verify construction conforms with the design intent shown in the Construction Documents.

The design will be based on the facility being closed during construction.

Project Team

Our team will include the following disciplines and firms:

- | | |
|---|----------------------------|
| • Architect of Record / Interior Design | Barker Rinker Seacat (BRS) |
| • Structural Engineer | JQ Engineering |
| • Mech / Elect / Plumbing Engineer | ME Engineers |
| • Cost Estimating | Blundall Associates |
| • Landscape Architect | Pacheco Koch |
| • Civil Engineer | Pacheco Koch |
| • TAS Review | Accessology |

Proposed Schedule

This schedule for the design of the building is developed based on the concept of bidding the project in December 2021 and a start of construction in February 2022 as shown in the attached "Exhibit D".

Proposed Services and Fees

The BRS team will provide design services for the building consistent with industry standards for developing permit drawings suitable for bidding and construction. The project will be developed during the schematic design phase to identify the design requirements to meet the needs for the District. From this effort we will confirm the project's construction budget and then we will continue to review and modify the design as deemed necessary by the full Project Team (Owner, Designers, and Estimator) to work toward the design intent identified for the improvements of the building within the available construction budget.

Our proposal is based on the City Standard Agreement between Owner and Architect. Corresponding to that agreement, our base fees are provided in the attached "Exhibit B".

Schematic Design Phase Services

BRS and our Consultant Team will advance the concept design in accordance with local codes and regulations.

Included within this phase are the following services:

Existing Building Facilities Survey

BRS and our consultant team will conduct an onsite building survey of the existing building to document current conditions in order to verify coordination with the existing drawings to be utilized for the design process. BRS will coordinate with the consultant team their work to document the existing building for each of their disciplines.

Exterior Site Survey

Pacheco Koch will provide a site survey to be used to document existing site conditions and it will be used for construction as well as site development submittals to the City if required.

Using the information gathered above, our team will develop the design and provide information advanced beyond the initial concept design including a site plan, building plans, sections, and elevations illustrating the building improvements. Preliminary selections of major building systems will be provided in narrative form to

allow for City and Cost Consultant review. At the conclusion of the phase the Design Team will formally submit the design, a construction cost estimate, and value analysis for any alternatives if required to meet the project budget. Approval will be requested from the City to confirm the project can advance into the subsequent Design Development Phase.

Design Development Phase Services

Based on the City's approval, BRS and our Consultant Team will develop the project documents for the design with further detail in the form of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to further define the construction as to architectural, structural, mechanical and electrical systems, and other systems. We intend to provide a first draft of the project specification at the end of this phase as well.

At the conclusion of the phase the Design Team will formally submit the design, a construction cost estimate, and value analysis for any alternatives if required to meet the project budget. It is anticipated that an update to City Council will be provided by BRS at the end of the Design Development Phase. Following the Council update approval will be requested from the City to confirm the project can advance into the subsequent Construction Documents Phase.

Construction Documents Phase Services

Based on the City's approval, BRS and our Consultant Team will develop the project documents for the design with detail drawings, specifications, and other documents furthering the Design Development information outlining the project requirements, materials, building systems, and performance to a level that can be submitted for building permit approval and contractor bidding.

Bidding & Negotiation Phase Services

BRS and our Consultant Team will assist the City in the submission of documents for permit review and approval. We will work with the City and the Authorities Having Jurisdiction in the review and response necessary to achieve permit approval.

During this phase, our team will also assist the City in providing documents that can be used for bidding purposes. It is our understanding that the City wishes to procure the Contractor through a Closed Sealed Proposal (CSP) competitive process. As an additional service we can assist the City with the development and review of documents for requesting Contractor proposals as well as review of responses. We assume the City will provide the Contractor Agreement and we will not be generating this document.

Our Team during the bidding process will provide supplemental information via formal addendums as responses to potential Contractor questions for clarification and substitution requests.

We anticipate that there will be at most three (3) rounds of addendums required to respond to permit review comments and contractor questions during this period. If more rounds are required they can be provided as an Additional Service.

Construction Administration Phase Services

BRS and our Consultant Team will advise and consult with the City during this phase of the project. We will act on behalf of the City, but will not be the Agent of the City. Our team will not have control over the construction practices (means & methods) of the Contractor and we shall not be responsible for the Contractor's work if it is not in conformance with the design intent of the Contract Documents. We shall be responsible for the negligent acts or omissions of the Design Team, but we shall not be responsible for the

negligent acts or omissions of the Contractor or other vendors performing work on the project. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from any work performed due to such failure.

Site Observations

BRS and our Consultant Team will provide on site evaluation during the construction of the project to the extent outlined in this proposal and the associated proposals of the consultant team members. Our role will be to review the status of the construction and if the work is in general conformance with the Contract Documents. We will create reports for the City based on our observations and if any work needs remediation to be in conformance of the Contract Documents based on the design intent and if it is reasonably inferable within the documents.

It is anticipated that BRS will conduct site observation visits on a bi-weekly basis during construction. Our consultant team will visit the project at intervals necessary to review the work in the quantities outlined in their proposals.

Submittals & Requests for Information (RFIs)

BRS and our Consultant Team will review Contractor submittals for approval based on the requirements set forth in the Contract Documents. Review of the submittals is to verify proposed work will be in conformance with the design intent provided to the Contractor.

It is understood that some submittals may require the Contractor to engage a professional design service to produce shop drawings and information for a deferred submittal (for example fire protection design and drawings). The requirements for these services will be outlined in the Contract Documents and the review of the Design Team will be to check for conformance with the design intent of the project, but we shall rely on the Contractor and their design professional that the work is complete and complies with local code, requirements and standards. BRS and our Consultant Team are not responsible for this work.

In terms of RFIs, we will provide clarifications to Contractor and Sub-Contractor questions to help provide a better understanding of the project design intent. Contractor questions shall be provided that clearly outline what is being requested along with a proposed solution or option to satisfy the request.

It is anticipated that there will be up to two (2) rounds of submittal reviews for each requirement to allow for an initial submittal, a response for the submittal to be corrected and resubmitted, and then it to be approved with/or without comment from the Design Team. If a more exhaustive series of reviews is required the additional reviews can be provided as an Additional Service.

Supplemental Instructions

The Design Team may provide supplemental information for minor changes in work that does not involve cost or time for the Contractor.

Change Orders

If a change in work is required that has cost or time adjustments for the Contractor, BRS will work with the City in providing a directive for the change and we will assist the City in the evaluation of the change. It is our intent that any change that may be needed is first approved by the City prior to execution.

Contractor Pay Application Evaluation

BRS and our Consultant Team will assist the City in the evaluation of the completeness of work and shall help advise on an appropriate value for Contractor payment. This will be for work in place and in conformance with the Contract Documents.

Punch List

At the time of Substantial Completion BRS and our Consultant Team will conduct a final observation to review the work of the project to verify it is in compliance with the Contract Documents. Items needing correction will be documented by the Contractor on a Punch List for final adjustment and correction. The Punch List will be reviewed by the Design Team for completeness.

Once the Contractor believes the work has been corrected they will notify the City and BRS that a back walk and verification is ready for review. It is anticipated that all items will be corrected and that the work will be finally complete.

We anticipate that there will be one (1) initial punch walk at the time of Substantial Completion and one (1) back check when notified by the Contractor that the work is ready to be reviewed for Final Completion. If more punch walks are required they can be provided as an Additional Service.

Additional Services Recommended for the Project

The following as additional services beyond our base scope are recommended to be included:

Wayfinding & Enhanced Graphics

Furniture Procurement Assistance

Additional site observation visit from the project structural engineer during construction

Existing Building Structure Testing Program – In-depth review of the existing building structure including exposure of the existing foundation system and X-ray of the existing floor slab.

Full Design of Technology Infrastructure / Structured Cabling, Security, Access Control, and AV Systems

Supplemental Additional Services for the Project if Required

Structural Slab Design – Will need to be included if required by the geotechnical engineer recommendations. This will be based on the pending geotechnical report to be provided by the City's vendor.

Additional Services Excluded from this Proposal

Geotechnical Engineering & Recommendations, Hazardous Materials Testing & Abatement, Acoustic Design. The Design Team will support these efforts through review and coordination with the City where applicable.

Reimbursable Expenses

Expenses for travel and printing of progress sets, permitting sets, and bid documents are not included within our fees and shall be treated as reimbursable expenses.

Materials and Resources to be Provided by the Parks and Recreation Department

Access to previous or ongoing studies for the site or related projects adjacent to the site

Hazardous Materials Identification, Reports, and Abatement

Existing building drawings

Meetings with key client and consulting personnel at timely, regular intervals during the project process

Assumptions and Considerations

The fees listed in this proposal are based on the scope of work described above and the following clarifications:

- BRS will work in conjunction with the Design Team to produce a set of documents that can be bid for the improvements of the Colleyville Senior Center. We are assuming the delivery of the project design will be with a single cohesive drawing package and project manual with specifications.
- Development of general and special conditions (Division 1) will be provided as part of the project manual.
- The project will utilize a Closed Sealed Proposal process based on a design-bid-build methodology.
- Our fees are based on the anticipated construction cost outlined in this proposal. Should the construction costs, schedule or scope of the project vary by +/-10% we will work with City staff to adjust our fees accordingly.
- Presentations, site visits, and additional drawing packages beyond those described in this scope of work proposal will be treated as an additional service.
- A geotechnical report is anticipated to be required for the project and will be provided by the City. Our team will work with the City to coordinate the number of borings required and their locations.
- No foundation remediation of the existing building is anticipated as part of this project.
- It is assumed that site landscaping and civil work required will be focused on the area directly adjacent to the existing building footprint, the additions, and utility connections to Glade Road as required. A formal site development permit package is not anticipated to be required based on communication with the City.
- No traffic engineering is anticipated as part of this project.
- Project limits do not include work in the adjacent right of way.
- Any rezoning or plats are not anticipated as part of this project. If required an additional service proposal can be provided.
- The existing vehicle drive area, parking lot, and parking lot lighting are anticipated to remain in their existing condition. Existing lighting will connect into the new electrical service as necessary. If additional modifications are required due to the condition of the parking lot or requirements from the City they can be provided as an additional service.

- Included in the base architectural fee is on site surveying and documentation of the existing building during the Schematic Design Phase of the project. This is required to a high degree due to the lack of original existing drawings of the building.
- Roof drainage is assumed to match the existing conditions and we will work to coordinate the additions to function in a similar manner. If additional storm water conveyance or water quality improvements are required design can be provided as an additional service.
- Basic commissioning services are provided as part of the proposal.
- Detailed life cycle cost studies for building systems and equipment is excluded.
- No LEED certification, nor other sustainability certification, are included in this fee proposal.
- The buildings are assumed to be free of environmental hazards and will not require remediation. If remediation is required the buildings will be abated on a separate independent contract with an abatement contractor by the Owner. It is assumed that when construction commences for the project the buildings will be clear of hazardous materials.
- All fees for permits and jurisdictional approvals, utilities and taxes have been excluded
- Services required by Authorities Having Jurisdiction that are either unwarranted or beyond the scope of this proposal are excluded and will be treated as an additional service.
- Video clips or “flythroughs” for the project and refined 3D renderings are excluded. These can be provided as an additional service if requested.

Exhibit B: Design Team Fee Summary**Colleyville Senior Center Improvements****Scope of Services - Fee Allocation**

Prepared

6/7/21

Revised

Construction Budget

Construction Cost \$ 3,400,000

Based on the initial cost opinion for building construction developed during the Concept Design Phase conducted in the Spring of 2021. the Project includes approximately 12,000 SF of renovations and minor additions. The total project costs are stated to be \$4.65 million with a construction cost of \$3.4 million.

Design Fee Allocation**Breakdown by Phase**

Basic Design Services				SD cost	DD cost	CD cost	BN cost	CA cost
		Total	%*					
Architect of Record / Interiors	BRS	\$ 298,800	8.79%	\$ 68,800	\$ 62,750	\$ 62,750	\$ 12,000	\$ 92,500
Structural Engineering	JQ	\$ 27,000		\$ 4,050	\$ 5,400	\$ 10,800	\$ 1,350	\$ 5,400
Mechanical / Plumbing	MEE	\$ 18,000		\$ 3,000	\$ 4,000	\$ 5,000	\$ 1,000	\$ 5,000
Electrical	MEE	\$ 18,000		\$ 3,000	\$ 4,000	\$ 5,000	\$ 1,000	\$ 5,000
Commissioning	MEE	\$ 15,000		\$ -	\$ -	\$ -	\$ -	\$ 15,000
Civil Engineering / Landscape	PKCE	\$ 29,000		\$ 10,000	\$ 7,000	\$ 7,000	\$ 1,500	\$ 3,500
Specifications	TBD	\$ 10,000		\$ -	\$ 5,500	\$ 4,500	\$ -	\$ -
Texas ADA Review	Accessology	\$ 2,010		\$ 430	\$ 430	\$ 575	\$ -	\$ 575
Cost Consulting	BA	\$ 6,500		\$ 2,620	\$ 3,880	\$ -	\$ -	\$ -
		\$ 125,510	3.69%	\$ 23,100	\$ 30,210	\$ 32,875	\$ 4,850	\$ 34,475
Total Base Design Services Fee				\$ 91,900	\$ 92,960	\$ 95,625	\$ 16,850	\$ 126,975

12.48% * % of Construction Cost

Additional Services Recommended Based on Previous Correspondence (Distribution per Phase to be Determined Once Accepted)

Wayfinding & Graphics	BRS	\$ 10,000		\$ 2,500	\$ 2,500	\$ 3,000	\$ 500	\$ 1,500
Furniture Procurement Assist.	BRS	\$ 18,000		\$ -	\$ -	\$ 7,000	\$ 1,000	\$ 10,000
Addl. Site Visit (Ea.)	JQ	\$ 1,000						
Structural Slab Design	JQ	\$ 1,500		Note: TBD if Req. Based on Pending Geotechnical Report				
Ex. Bldg. Testing Program	JQ	\$ 3,500		\$ 3,500	\$ -	\$ -	\$ -	\$ -
Telecom Infrastructure Design	MEE	\$ 12,000						
Security System Design	MEE	\$ 3,000		Note: Requires Acceptance of Telecom Infrastructure Design				
A/V System Design	MEE	\$ 6,000		Note: Requires Acceptance of Telecom Infrastructure Design				
Total Recommended Additional Services				\$ 55,000	1.62%	* % of Construction Cost		

Total Base + Additional Services Fee \$ 479,310**Proposed Fee Combining All Services Listed Above****Estimated Reimbursable Expense Budget****Estimated Breakdown by Phase**

	SD cost	DD cost	CD cost	BN cost	CA cost
Total Budgeted Expenses	\$ 4,000	\$ 3,500	\$ 3,500	\$ 1,000	\$ 8,000

Exhibit C: Hourly Rates

Colleyville Senior Center Improvements

Hourly Rates - Effective Jan 1, 2021

Prepared
Revised 6/7/2021

Architect of Record (Prime)

Barker Rinker Seacat Architecture (BRS)

Role	\$ / hour
Partner	230
Principal	200
Project Manager	190
Project Specialist	170
Design Manager	135
Designer IV	140
Designer III	125
Designer II	110
Designer I	105
Project Administration	135

Civil Engineering

Pacheco Koch (PK)

Role	\$ / hour
Principal	245
Project Manager	125
Engineer	100
Technician	85
Drafting	80
Admin Assistant	75

Landscape Design

Pacheco Koch (PK)

Role	\$ / hour
Principal	245
Project Manager	125
Engineer	100
Technician	85
Drafting	80
Admin Assistant	75

Specifications

TBD

Role	\$ / hour
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Structural Engineering

JQ Engineering (JQ)

Role	\$ / hour
Partner	275
Principal	235
Senior Project Manager	195
Engineering Technical Lead	205
Project Manager	165
Senior Project Engineer	150
Project Engineer	135
Senior Technician	130
Technician	100
Administrative	75

MEP Engineering, Commissioning, Energy Modeling, Daylighting, Technology, Acoustics

ME Engineers (MEE)

Role	\$ / hour
Senior Principal	300
Principal	280
Associate Principal	260
Sr. Associate	240
Associate	225
Senior Project Manager	215
Project Manager	190
Project Engineer	160
Designer	140
Sr. BIM Coordinator	130
BIM Coordinator	125
CAD Technician	115
Administrative Staff	110

Accessibility

Accessology

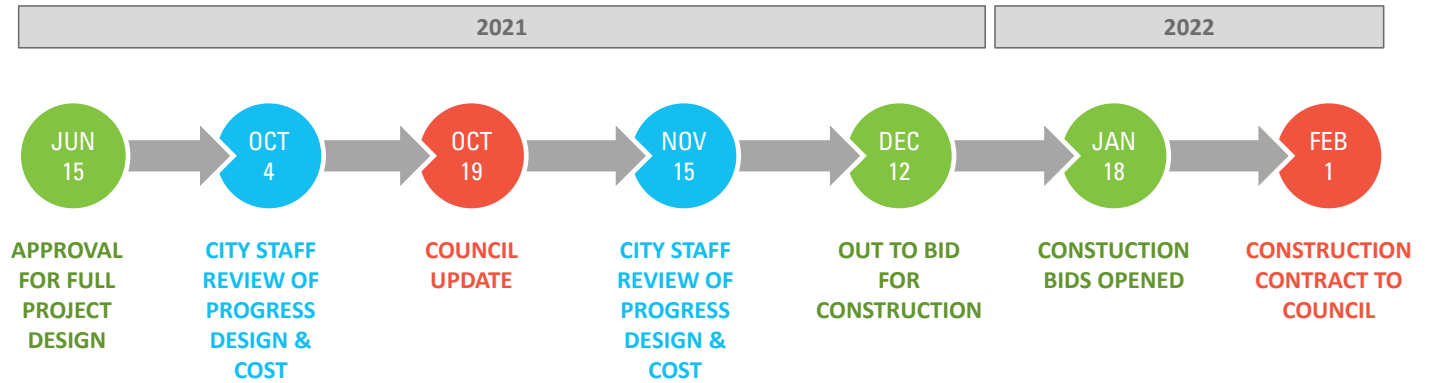
Role	\$ / hour
Consultant	175

Cost Estimating

Blundall & Associates (B&A)

Role	\$ / hour
Principal	165
Senior Estimator	125
Estimator	75
Associate Estimator / Technician	62
Entry Level Estimator / Intern	50

MILESTONE DATES





City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c
Type Resolution
Department Engineering

Agenda Date 6/15/2021

Number

Title

Approval of the First Amendment to the Construction Services Agreement with The Fain Group, Inc. for the SH26 Beautification Project, providing for an additional \$268,428.00 to the current project budget, in an amount not to exceed \$6,010,468.30, and authorizing the City Manager to execute the amendment

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

On July 7, 2020, City Council approved the SH26 Beautification Construction Services Agreement by Resolution R-20-4514, in an amount not to exceed \$5,748,040.30. This contract includes the furnishing and installing site and landscape improvements along Colleyville Boulevard from Brown Trail to John McCain Road.

During the worksessions for the corridor beautification, the construction limits discussed were from the Gateway Tower at John McCain to the Gateway Tower at Little Bear Creek. The original scope did not include the two median islands south of Little Bear Creek, that are part of the SH26 TxDOT Roadway Project. Staff realized leaving these two medians unimproved would not be consistent with the level of expectation from our citizenry. Staff is seeking approval for the First Amendment to the Construction Services Agreement for the furnishing and installing site and landscape improvements on the two median islands south of Little Bear Creek.

State law allows for change orders on construction contracts up to 25% of the total of the original contract. This change order in the amount of \$262,428.00 is 4.5% of the total contract price of \$5,748,040.30 originally awarded to the contractor. With this change order, the contractor would have sufficient quantities on the contract to complete these two median islands south of Little Bear Creek.

Financial Impact

Funding is available in the Tax Incremental Fund (TIF).

Recommendation

Approve

Attachments

1. The Fain Group Contract Amendment 1
2. The Fain Group Construction Services Agreement
3. Resolution R-20-4514

FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

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

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for SH26 Beautification improvements effective July 7, 2020 (“the Agreement”); and

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

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

1. The total compensation amount stated in Section 5(A) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of Six Million, Ten Thousand, Four Hundred Sixty-Eight Dollars and 30/100 (\$6,010,468.30); providing compensation for additional work to be performed by Contractor in connection with the City’s SH26 Beautification project, as more particularly described in Exhibit “A” to this First Amendment.
2. The total calendar days stated in Section 7(A) of the Agreement (entitled “Time for Performance”) is hereby amended to provide for a total of three hundred (300) calendar days. Contractor shall complete all work related to the Project in strict conformance with the original schedule under the Agreement, except as expressly amended herein.
3. Except as provided in Paragraph 1 and 2 above, the provisions of the Agreement remain in full force and effect.
4. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Contractor (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on June 15, 2021

City of Colleyville, Texas

By: _____
Jerry Duca, City Manager

SIGNED AND AGREED by Contractor on _____.

The Fain Group, Inc.

By: _____
Larry Frazier, President

Exhibit A

(attached)

Exhibit A



June 3, 2021

Corey Lawson
City of Colleyville
100 Main St.
Colleyville, TX 76034

RE: Colleyville Blvd Beautification Project
Change Request #1

Mr. Lawson,

This is the formal change request for the added cost to add (2) medians on the south side of the job. There was no scale, so the quantities are estimated. Also, please add 30 days to the schedule for this added work.

DESCRIPTION	EST. QTY	UNIT	AMOUNT
Item #5, Stone Median Nosings	880.00	SF	39,600.00
Item #6, Decorative Gravel	220.00	SF	1,540.00
Item #7, Seeded Concrete	1,200.00	SF	15,600.00
Item #33, Irr Taps/Meters/Backflow	1.00	EA	11,000.00
Item #34, Irrigation Controller	1.00	EA	9,000.00
Item #35, Spray Irrigation	3,500.00	SF	14,000.00
Item #36, Irrigation Bubblers	70.00	EA	3,640.00
Item #39, Cedar Elms	9.00	EA	15,300.00
Item #55, Tree Sump Pits	12.00	EA	456.00
Item #56, Mulch	3,500.00	SF	1,400.00

Item #57, 1st Year Maintenance and Warranty	3,500.00	SF	10,500.00
Item #58, Boring for Sleeves	300.00	LF	14,400.00
Item #59, Amended TXDOT Soils	300.00	CY	6,300.00
Item #61, Transplant Princeton Elms From McPherson Park	3.00	EA	31,650.00
Item #A12/13, 2nd Year Maintenance and Warranty	1.00	LS	13,042.00
Planting Budget Number	1.00	LS	20,000.00
Electrical Budget for Irrigation	1.00	LS	25,000.00
General Conditions & Traffic Control	1.00	LS	30,000.00
Subtotal			262,428.00
			\$262,428.00

If you have any questions, please feel free to contact me at 817-927-4388.

Sincerely,


Clint Symanck
CC: File

CONSTRUCTION SERVICES AGREEMENT
SH26 Beautification

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville SH26 Beautification (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S Specifications and Contract Documents for the Project contained in the City's Invitation for Bid # ENG-2020-016 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed FIVE MILLION SEVEN HUNDRED AND FORTY-EIGHT THOUSAND AND FORTY AND 30/100 DOLLARS (\$5,748,040.30) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and

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

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is Two Hundred and Seventy (270) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 270th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same

as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500 per day for the first 30 days beginning the day following the Project completion date stated in CITY's written notice to proceed and, beginning on the 31st day and continuing every calendar day thereafter, an amount equal to \$3,000 per day until the Project is completed in full conformance with this Agreement.

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

- (1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within Ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:
 - a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
 - b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR

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

Section 8. Ownership of Project; Bill of Sale

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

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

Section 9. Termination

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

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

C. In addition to the foregoing, the parties acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and CONTRACTOR agrees that the Agreement can be terminated if CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 10. Insurance

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

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

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

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

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

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

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

Section 11. Indemnification

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

Section 12. Assignment

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

Section 13. Applicable Laws

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

Section 14. Default of CONTRACTOR

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

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

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

Section 15. Adjustments in Services

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

Section 16. Execution Becomes Effective

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

Section 17. Agreement Amendments

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

Section 18. Severability

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

Section 19. Independent Contractor

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

Section 20. Right-Of-Access

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

Section 21. Notice

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

If to CITY: City Manager
Attn: Jerry Ducay
City of Colleyville
100 Main Street
Colleyville, Texas 76034

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

If to CONTRACTOR: The Fain Group, Inc.
Attn: Larry Frazier, President
2500 Great Southwest Parkway
Fort Worth, Texas 76106

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations

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

Section 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Signature page to follow

EXECUTED on July 7, 2020

CITY OF COLLEYVILLE, TEXAS

By: _____

Jerry Ducay, City Manager

ATTEST:



Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney

Staff:pk:Date:June 26, 2020:v4.2019

EXECUTED on _____

7/7/20

CONTRACTOR

The Fain Group, Inc.

By: _____

Larry Frazier, President

RESOLUTION R-20-4514

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

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of June 16, 2020
 - b. Approval of the renewal of Superior Vision Insurance, and renewal and award of medical and dental insurance to BlueCross/BlueShield of Texas, and authorizing the City Manager to execute the agreements
 - c. Approval of a Construction Services Agreement with The Fain Group, Inc., for the SH26 Beautification Project, in an amount not to exceed \$5,748,040.030, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS ON THIS THE 7TH DAY OF JULY 2020.

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

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d
Type Resolution
Department Engineering

Agenda Date 6/15/2021

Number

Title

Approval of a Construction Services Agreement with JM Management LLC, dba JM Construction Solutions for the Colleyville Service Center Renovation Project, in an amount not to exceed \$552,092.61 and a contingency amount not to exceed \$50,000.00, and authorizing the City Manager to execute the contract

Strategic Plan

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

On September 15, 2020, the Colleyville Service Center Renovation Project was authorized in the FY2021-2025 Capital Improvement Program by Resolution R-20-4345 in an amount of \$500,000.00. Staff is seeking approval to enter into a Construction Services Agreement with JM Management LLC, dba JM Construction Solutions.

The Colleyville Service Center Renovation Project involves both interior and exterior renovations. Exterior renovations involve installing new stone veneer walls and metal awnings to the building's front elevation, repairs and repainting of all exterior walls, replacing/enlarging/installing new and existing windows, and the construction of a new Monument Sign. Interior renovations include demolition of some existing walls and finishes, framing and finishing of new partition walls and ceilings, painting and retexturing walls and ceilings, new flooring, installing new doors and hardware, new workstations and casework, new plumbing fixtures, new HVAC systems and ductwork, and installing/moving new and existing electrical wiring and lighting fixtures.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on April 18, 25, and May 2, 2021. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 93 plan holders, of which were: three architects, four engineers, 42 general contractors, five manufacturer, two not specified, five other, seven plan rooms, 22 sub-contractors and 3three suppliers.

The City received six sealed bids, which were opened and publicly read aloud on June 1, 2021.

Contractor	Base Bid Amount	Contingency Amount	TOTAL Contract Amount
JM Construction Solutions	\$552,092.61	\$50,000	\$602,092.61
Taurus Commercial, Inc.	\$672,726.00	\$50,000	\$722,726.00
308 Construction	\$703,087.00	\$50,000	\$753,087.00
Fast General Contracting	\$730,500.00	\$50,000	\$780,500.00
Henthorn Commercial Construction	\$781,163.00	\$50,000	\$831,163.00
Joe Funk Construction, Inc.	\$856,484.00	\$50,000	\$906,484.00

Financial Impact

Funding for the project is available in the Capital Projects Fund (Form 1295 - Acknowledged by the City).

Recommendation**Attachments**

1. Bid Tab
2. Recommendation Letter
3. Construction Services Agreement
4. Resolution R-20-4535
5. Form 1295

Bid Tab - City of Colleyville - Service Center Renovation
June 1, 2021

Item	Description	Unit	QTY	JM Construction Solutions	Taurus Commercial, Inc.	308 Construction	Fast General Contracting	Henthorn Commercial Construction	Joe Funk Construction, Inc.
Base Bid									
1	Mobilization, Demobilization, Bonds and Insurance in accordance with the Notice to Bidders; for lump sum of:	LS	1	\$92,918.61	\$83,212.00	\$89,000.00	\$127,400.00	\$218,419.00	\$227,199.00
2	Removal of existing landscaping and planting of new landscaping as indicated on the Site Plan; for the lump sum of:	LS	1	\$9,540.00	\$3,253.00	\$15,750.00	\$8,400.00	\$16,999.00	\$20,000.00
3	Construction of new Monument Sign and landscape lighting; for the lump sum of:	LS	1	\$14,280.00	\$18,841.00	\$32,219.00	\$14,650.00	\$13,050.00	\$15,230.00
4	Renovation of the front elevation including installation of manufactured stone veneer over metal framing, cutting holes in existing concrete walls for new/enlarged windows and door, and installing prefab aluminum awnings; for the sum of:	LS	1	\$49,320.00	\$85,604.00	\$78,330.00	\$68,000.00	\$34,177.00	\$76,648.00
5	Painting the exterior of the building; for the lump sum of:	LS	1	\$27,000.00	\$20,027.00	\$19,845.00	\$35,756.27	\$13,459.00	\$15,000.00
6	Replacing and installing new interior and exterior vinyl windows and aluminum storefront; for the sum of:	LS	1	\$3,060.00	\$32,530.00	\$48,090.00	\$12,000.00	\$3,110.00	\$15,000.00
7	Removing and replacing 2 existing HVAC Split systems, and installing a new HVAC split system and associated grilles and ductwork, system startup and balancing, other mechanical work as shown on drawings – including patching of roof penetrations; for the sum of:	LS	1	\$98,160.00	\$54,216.00	\$89,250.00	\$54,000.00	\$168,700.00	\$87,290.00
8	Interior Demolition, material haul-off and disposal; for the lump sum of:	LS	1	\$10,200.00	\$21,578.00	\$23,100.00	\$22,563.82	\$14,675.00	\$20,300.00
9	Installation of new interior framing and gypsum board, new floor and wall finishes (including texture, paint, and trim); for the lump sum of:	LS	1	\$71,280.00	\$133,964.00	\$113,000.00	\$176,297.08	\$96,052.00	\$229,957.00
10	Demo and installation of new plumbing, plumbing fixtures, plumbing equipment, toilet partitions and accessories; for the lump sum of:	LS	1	\$43,200.00	\$36,976.00	\$54,600.00	\$45,590.35	\$32,283.00	\$39,000.00
11	Demo and installation of new electrical fixtures, outlets, and wiring; for the lump sum of:	LS	1	\$62,280.00	\$117,155.00	\$45,150.00	\$52,140.00	\$76,395.00	\$51,170.00
12	Installation of new doors and hardware; for the lump sum of:	LS	1	\$28,374.00	\$37,161.00	\$71,820.00	\$38,000.00	\$46,500.00	\$43,200.00
13	Installation of insulation and air barriers; for the lump sum of:	LS	1	\$19,080.00	\$6,646.00	\$4,558.00	\$53,702.48	\$23,099.00	\$6,500.00

Bid Tab - City of Colleyville - Service Center Renovation

June 1, 2021

Item	Description	Unit	QTY	JM Construction Solutions	Taurus Commercial, Inc.	308 Construction	Fast General Contracting	Henthorn Commercial Construction	Joe Funk Construction, Inc.
14	Installation of new cabinetry, workstations, and millwork; for the lump sum of:	LS	1	\$23,400.00	\$21,563.00	\$18,375.00	\$22,000.00	\$24,245.00	\$9,990.00
15	Construction Contingency	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Grand Total Base Bid				\$602,092.61	\$722,726.00	\$753,087.00	\$780,500.00	\$831,163.00	\$906,484.00
Alternate #1									
1	Mobilization, Demobilization, Bonds, and Insurance in accordance with the North to Bidders; for lump sum of:	LS	1	\$29,620.00	\$33,372.00	\$14,070.00	\$5,900.00	\$5,491.00	\$17,498.00
2	Procurement and Installation of three (3) steel parking canopies; for the lump sum of:	LS	1	\$143,000.00	\$166,409.00	\$142,590.00	\$59,400.00	\$119,310.00	\$193,903.00
Grand Total Alternate #1				\$172,620.00	\$199,781.00	\$156,660.00	\$65,300.00	\$124,801.00	\$211,401.00
Alternate #2									
1	Mobilization, Demobilization, Bonds and Insurance in accordance with the Notice to Bidders; for lump sum of:	LS	1	\$7,120.00	\$28,751.00	\$7,035.00	\$13,500.00	\$12,131.00	\$10,977.00
2	Resurfacing of 5500 square yards of existing asphalt paving - mill and remove top 2" of existing asphalt and apply new hot asphalt as specified; for the lump sum of:	LS	1	\$134,000.00	\$143,366.00	\$129,600.00	\$135,000.00	\$121,312.00	\$121,312.00
Grand Total Alternate #2				\$141,120.00	\$172,117.00	\$136,635.00	\$148,500.00	\$133,443.00	\$132,289.00
GRAND TOTAL WITH ALTERNATES				\$915,832.61	\$1,094,624.00	\$1,046,382.00	\$994,300.00	\$1,089,407.00	\$1,250,174.00



June 9, 2021

Ray Silva-Reyes, Director of Public Works
The City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Service Center Renovations– Bid Submittals and Recommendation

Dear Mr. Silva-Reyes,

I have reviewed the bid documents of the six (6) contractors who submitted for the Colleyville Center Interior Renovation. After review of pricing, references, and qualifications, it is my recommendation that JM Construction Solutions be awarded the Contract. JM Construction is a local company, whose experience includes dozens of Office/Retail renovations similar in scope to this project. They have quality references, a good reputation, and have worked for many Municipalities here in the Metroplex.

JM Construction was also the lowest bid by more than \$120,000, and provided a fair price for the scope of work given the current construction market.

Please let me know if I can be of further assistance in this matter.

Sincerely,

Stephen Bingham, AIA

CONSTRUCTION SERVICES AGREEMENT

Public Works Service Center Renovation Project

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville Public Works Service Center Renovation Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S Specifications and Contract Documents for the Project contained in the City's Invitation for Bid # BSV-2021-001 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor

shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed SIX HUNDRED AND TWO THOUSAND AND NINETY-TWO AND 61/100 DOLLARS (\$602,092.61) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to

CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is One Hundred and Fifty (150) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 150th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

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

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

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

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

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

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

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

Section 8. Ownership of Project; Bill of Sale

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

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

Section 9. Termination

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

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

Section 10. Insurance

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

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

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

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

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

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

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

Section 11. Indemnification.

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

Section 12. Assignment

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

Section 13. Applicable Laws

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

Section 14. Default of CONTRACTOR

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

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

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

Section 15. Adjustments in Services

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

Section 16. Execution Becomes Effective

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

Section 17. Agreement Amendments

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

Section 18. Severability.

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

Section 19. Independent Contractor.

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

Section 20. Right-Of-Access.

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

Section 21. Notice.

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

If to CITY: City Manager
Attn: Jerry Ducay
City of Colleyville
100 Main St.
Colleyville, Texas 76034

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

If to CONTRACTOR: JM Management LLC, dba JM Construction Solutions
Attn: Pompeyo Hernandez
Director of Property Management
1937 Irving Boulevard
Dallas, TX 75207

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

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

Section 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Signature page to follow

EXECUTED on June 15, 2021.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney
Staff:EM:Date:June 7, 2021:v4.2019

EXECUTED on _____, 2021.

CONTRACTOR
JM Management LLC, dba JM Construction Solutions

By: _____
Pompeyo Hernandez
Director of Property Management

RESOLUTION R-20-4535

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 1, 2020
 - b. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
 - c. Approval of the FY2021 fleet replacement schedule
 - d. Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)
 - e. Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract
 - f. Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer
 - g. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

- h. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 15TH DAY OF SEPTEMBER 2020.

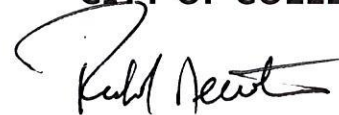
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2020	Estimated 8/1/2020 Available Balances		\$16,999,238	\$6,343,096	\$4,206,052	\$1,810,127	\$0	\$201,853	\$533,476	\$1,484,169	\$1,343,197	\$491,783	\$14,839,180	\$2,454,899	\$1,060,211	\$1,019,582	\$4,327,068
	Projects under contract or in progress																
	Batting Cages for City Park Baseball Facility	\$95,000	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Desig	\$16,000	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Water Tank Rehabilitation - Construction	\$1,103,000	\$0	\$1,103,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Design	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Colleyville Center New Roof	\$40,000	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Colleyville Center Renovation FY2020	\$56,500	\$0	\$0	\$56,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Construction of Parking Facility at Central Fire Station	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Drainage Fee Assessment Study	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2020	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Design	\$14,000	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Road and Westcoat Drive Roundabout -	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$0
	Justice Center - Metal Roof Coating	\$246,500	\$246,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Keyless Entry /Card Reader Expansion	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Land Purchase	\$5,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,600,000	\$0	\$0	\$0	\$0
	L.D. Lockett Pump Station Emergency Generator	\$410,000	\$0	\$410,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Landscape Improvements Near Pavilion at McPherson	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2020	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Design	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	New Warmup Area at City Park Baseball Fields	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2020	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2020	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Playground Improvements at Sparger Park	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Waterline (John McCain North to Bear Creek)	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000
	Public Works Service Center Site Improvements-Design	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Nature Center	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Reagan Park	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation at City Park	\$903,000	\$0	\$0	\$503,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - ROW	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0
	SH26 Beautification FY2020	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0
	Stormwater Master Plan	\$193,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,000	\$0	\$0	\$0	\$0
	Street Pavement Marking-2020	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Supervisory Control and Data Acquisition (SCADA) Replacement	\$210,000	\$0	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley Subdivision/Rustic Oaks	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water Lines - Design	\$342,000	\$287,000	\$49,200	\$0	\$5,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Risk and Resilience Assessment	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water, Wastewater, and Roadway Impact Fee Update	\$128,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000
	Sum Of Total Project Cost:	\$15,017,500	\$1,240,500	\$1,790,200	\$714,500	\$305,800	\$0	\$32,000	\$32,000	\$586,500	\$575,000	\$0	\$9,655,000	\$0	\$0	\$32,000	\$54,000
	(+) Year-end surplus contributions		\$1,395,305	\$1,330,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Costs not included in project list				\$845,263							\$57,382	\$759,678				
	(+) FY21 Budgeted Contribution		\$0	\$78,323	\$799,438	\$20,000	\$0	\$10,000	\$254,444	\$46,586	\$54,067	\$40,555	\$767,084	\$59,286	\$11,492	\$19,297	\$88,608

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2021	Estimated 10/1/2020 Available Balance		\$17,154,043	\$5,961,219	\$3,445,727	\$1,724,327	\$3,077,000	\$179,853	\$755,920	\$944,255	\$822,264	\$474,956	\$5,191,586	\$2,514,185	\$1,071,703	\$1,006,879	\$4,361,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2021	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Design	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Const	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Central Fire Station Interior Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Const	\$4,105,000	\$0	\$900,000	\$0	\$0	\$1,877,000	\$0	\$0	\$0	\$0	\$0	\$1,328,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail-Design	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	City Hall Interior Renovation	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall Dumpster Enclosure and Storage Facility	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	City Hall/Library - HVAC Replacement	\$327,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$327,600	\$0	\$0	\$0	\$0
	City Park Pickleball Court	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
	City Park Softball Shade Structure and Playground Im	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Fee Impervious Area Study	\$90,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,900	\$0	\$0	\$0	\$0
	Drainage Improvements FY2021	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Fiber Optic	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	Fire Station 2 AC Replacement	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Fire Stations Bay Area Renovation	\$200,000	\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Flood Gates Upgrade	\$425,000	\$0	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Rd (Phase 2-SH26 to Pool) Design	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY21 Construct	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0
	Glade Road at Bluebonnet Drive	\$1,900,000	\$0	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	\$0	\$0
	Improvements to Parks Building (on Bransford)	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0
	Justice Center - HVAC Replacement	\$395,000	\$395,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Safety Enhancements	\$450,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
	L.D. Lockett Road Right Turn Ln - Construction	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library 2nd Floor Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Overland Park Amenity	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2021	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2021	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parks House Demo and Site Prep	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Permit Software Acquisition	\$300,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0
	Pleasant Run Practice Fields New Restroom	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Bridge at Big Bear (White Chapel	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Rehabilitation (John McCain to N	\$1,800,000	\$1,250,000	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Waterline (John McCain North to	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$800,000
	Public Works Service Center Renovations	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center Exterior Renovations	\$120,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center RFP Professional Services	\$65,000	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SH26 Beautification FY2021	\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2021	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2021	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley/Rustic Oaks/Bills Lane	\$630,000	\$0	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water/Drainage/Road	\$2,700,000	\$1,800,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
	Water Project 12: Woodbriar Estates - Design	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Design	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
	Water Project 6: Quail Crest - Design	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 10: Rehabilitation of Priority 2 Manholes	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path - Design	\$90,000	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$40,253,500	\$7,480,000	\$2,370,000	\$685,000	\$1,975,000	\$3,077,000	\$0	\$310,000	\$300,000	\$530,000	\$0	\$21,756,500	\$0	\$200,000	\$350,000	\$1,220,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$3,921,570							\$186,262	\$194,318				
	(-/+) Transfers in/out		-\$10,381,432										\$11,281,432				
	(+) FY22 Budgeted Contribution		\$2,244,834	\$546,941	\$2,287,391	\$8,622	\$0	\$10,000	\$450,000	\$28,885	\$174,445	\$127,400	\$6,525,730	\$49,314	\$21,434	\$49,500	\$210,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2022	Estimated 10/1/2021 Available Balance		\$2,037,445	\$4,669,260	\$1,126,548	-\$42,051	\$1,222,302	\$189,853	\$895,920	\$673,140	\$466,709	\$416,095	\$1,047,930	\$2,563,499	\$893,137	\$706,379	\$3,351,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2022	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Park Fence Replacement	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
	City Park New Amenity	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659,000	\$0	\$0	\$0	\$0	\$41,000	\$0	\$0
	Cooks and Waller Lane	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements at Nature Center	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2022	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY22 Construct	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
	Hardage Lane	\$900,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jackson Road Bridge Renovation-Construction	\$1,222,302	\$0	\$0	\$0	\$0	\$1,222,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Cleaning and Sealing	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Interior Renovation	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Construction	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Overland Park Amenity Phase II	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2022	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2022	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2022	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road - Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
	Senior Center Renovations	\$3,000,000	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0
	SH26 Beautification FY2022	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2022	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2022	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 12: Woodbriar Estates - Construction	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 16: Timberline Drive - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
	Water Project 5: Brighton Oaks - Design	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 6: Quail Crest - Construction	\$700,000	\$0	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path WW Renewal and Road F	\$1,300,000	\$500,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$28,527,302	\$4,350,000	\$4,950,000	\$875,000	\$300,000	\$1,222,302	\$0	\$0	\$659,000	\$580,000	\$0	\$10,750,000	\$2,500,000	\$41,000	\$0	\$800,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,543,743							\$150,248	\$196,261				
	(-/+) Transfers in/out		-\$1,747,092										\$2,647,092				
	(+) FY23 Budgeted Contribution		\$2,211,191	\$794,326	\$2,287,491	\$0	\$0	\$10,000	\$450,000	\$23,463	\$167,334	\$133,720	\$7,719,252	\$49,413	\$17,863	\$37,125	\$157,500

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2023	Estimated 10/1/2022 Available Balance		-\$1,348,456	\$1,044,686	\$995,296	-\$142,051	\$0	\$199,853	\$1,345,920	\$37,603	\$54,043	\$399,567	\$468,013	\$112,912	\$870,000	\$743,504	\$2,709,176
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2023	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall - Boiler Replacement	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Dog Park/Splash Pad	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0
	Drainage Improvements FY2023	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Kimzey Park Playground Improvements	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail PH2-Construction	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2023	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2023	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rehabilitate the Historic Fire Station	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,000	\$0	\$0	\$0	\$0
	Senior Center Renovations-2023	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2023	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2023	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 5: Brighton Oaks Water/Street Rehabi.	\$2,550,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000
	Water Project 16: Timberline Drive - Construction	\$2,500,000	\$700,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Woodbriar/Quail Crest Street Rehabilitation (Compai	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$15,159,000	\$4,575,000	\$2,000,000	\$1,300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,384,000	\$0	\$700,000	\$0	\$1,900,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,568,445							\$151,263	\$198,224				
	(-/+) Transfers in/out		\$1,259,827										-\$1,159,827				
	(+) FY24 Budgeted Contribution		\$2,202,895	\$1,038,457	\$2,338,901	\$0	\$0	\$10,000	\$450,000	\$5,000	\$159,081	\$140,356	\$6,918,579	\$44,512	\$17,400	\$27,844	\$118,125
2024	Estimated 10/1/2023 Available Balance		-\$1,960,734	\$614,243	\$465,752	-\$242,051	\$0	\$209,853	\$1,795,920	\$42,603	\$213,124	\$388,660	\$1,644,541	\$157,424	\$187,400	\$771,348	\$927,301
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2024	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Hall and Library Exterior Cleaning and Sealing	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0
	Bedford Road Trail - Construction	\$1,500,000	\$1,500,000	\$0			\$0	\$0	\$0				\$0			\$0	\$0
	Drainage Improvements FY2024	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2024	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2024	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2024	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2024	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2024	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2024	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Constructi	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$7,250,000	\$4,075,000	\$1,900,000	\$375,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,591,974							\$152,309	\$200,206				
	(-/+) Transfers in/out		\$4,800,000										-\$5,700,000				
	(+) FY25 Budgeted Contribution		\$1,702,598	\$1,301,597	\$2,381,077	\$0	\$0	\$10,000	\$450,000	\$5,000	\$162,262	\$147,324	\$7,123,887	\$44,601	\$3,748	\$20,883	\$88,594

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2025	Estimated 10/1/2024 Available Balance		\$966,864	\$546,940	\$879,855	-\$342,051	\$0	\$219,853	\$2,245,920	\$47,603	\$375,386	\$383,674	\$2,268,222	\$202,025	\$191,148	\$792,231	\$1,015,895
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2025	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2025	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Library Equipment Replacement	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2025	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2025	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2025	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2025	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2025	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 13: Glade at Old Oak and SH121 - Desi	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Construction	\$3,000,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$6,725,000	\$4,575,000	\$1,200,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$250,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,021,821							\$153,387	\$202,208				
	(-/+) Transfers in/out		\$8,068,697										-\$8,068,697				
	(+) FY26 Budgeted Contribution		\$1,709,365	\$1,573,732	\$2,413,367	\$0	\$0	\$10,000	\$450,000	\$5,000	\$165,508	\$154,640	\$7,335,353	\$44,690	\$3,823	\$15,662	\$66,445
	Estimated 10/1/25 Available Balances		\$6,669,926	\$1,451,772	\$1,971,401	-\$442,051	\$0	\$229,853	\$2,695,920	\$52,603	\$540,894	\$284,927	\$1,082,670	\$246,715	\$194,971	\$807,893	\$1,082,340
	Total Project Cost Grand Total Sum:	\$112,932,302	\$26,295,500	\$14,210,200	\$4,249,500	\$3,480,800	\$4,299,302	\$32,000	\$342,000	\$1,545,500	\$1,685,000	\$100,000	\$47,395,500	\$2,500,000	\$941,000	\$382,000	\$3,974,000

*These revenue sources are located in the Utility Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

**These revenue sources are located in the General Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

JM Construction Solutions
DALLAS, TX United States

Certificate Number:
2021-763974

Date Filed:
06/09/2021

Date Acknowledged:
06/09/2021

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

City of Colleyville

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

Bid # BSV-2021-001
Service Center Renovation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

JM Construction Solutions
DALLAS, TX United States

Certificate Number:
2021-763974

Date Filed:
06/09/2021

Date Acknowledged:

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

City of Colleyville

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

Bid # BSV-2021-001
Service Center Renovation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Pompeyo Hernandez, and my date of birth is 11/15/1981.

My address is 4015 Scottsdale Dr, Dallas, TX, 75227, Dallas.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 09 day of June, 2021.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4e

Agenda Date 6/15/2021

Number

Type Resolution

Department Colleyville Center

Title

Approval of a Construction Services Agreement with CMC Development & Construction Corporation for the Colleyville Center Interior Renovation/Repair Project, in an amount not to exceed \$170,000.00 and a contingency amount not to exceed \$10,000.00, and authorizing the City Manager to execute the contract

Strategic Plan

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

On February 15, 2021, the Colleyville Center fire suppression pipes froze as a result of the freezing temperatures associated with the winter storm. The pipe break released several hundred gallons of water across the Center audio video room, stairwells, entry lobby, and Grand Ballroom. Despite water mitigation efforts by both staff and the Colleyville Fire Department, the water damage buckled the flooring on the north side of the Grand Ballroom and seeped into the lobby sheetrock. The excessive moisture resulted in mold growing in the baseboards requiring removal of two feet of the lobby sheetrock. In addition, the base of the lobby laminate panels that house the digital signage and bar equipment were water damaged. The Center will close for 30 days to accommodate the work needed to replace flooring and sheetrock, paint, and replace laminated surfaces.

Financial Impact

Funding is available in the CEDC fund for the repairs. Insurance proceeds will offset some of the expenses (current estimate is at least \$100,000).

Recommendation

Approve

Attachments

1. Bid Tab Colleyville Center
2. Construction Services Agreement Contract
3. Form 1295
4. Recommendation Letter

Bid Tab - Colleyville Center Interior Renovation/Repair Project
June 3, 2021

Item	Description	Unit	Quantity	CMC Development & Construction Corporation	Total	308 Construction	Total
Base Bid							
General							
1	Mobilization, Demobilization, Bonds and Insurance in accordance with the Notice to Bidders; for lump sum of	LS	1	\$20,000.00	\$20,000.00	\$59,325.00	\$59,325.00
2	Removal and disposal of existing shoe molding, vinyl base, vinyl floor coverings and adhesive, vinyl composition tile and adhesive, and plastic laminate; for the lump sum of	LS	1	\$5,100.00	\$5,100.00	\$13,650.00	\$13,650.00
3	Installation of new gypsum board wall sheathing, taping, bedding, and skimcoating of new and existing gypsum board; for the lump sum of	LS	1	\$22,619.00	\$22,619.00	\$44,100.00	\$44,100.00
4	Installation of new base trim, shoe molding, and plastic laminate; for the lump sum of	LS	1	\$15,265.00	\$15,265.00	\$58,800.00	\$58,800.00
5	Preparation of slab and installation of new LVT flooring and resilient base; for the lump sum of	LS	1	\$53,817.00	\$53,817.00	\$75,260.00	\$75,260.00
6	Painting of walls, base trim, and shoe molding in the Entry and Lobby; for the lump sum of	LS	1	\$44,199.00	\$44,199.00	\$16,960.00	\$16,960.00
7	Painting of walls in the Meeting Room and Great Hall; for the lump sum of	LS	1	\$9,000.00	\$9,000.00	\$18,000.00	\$18,000.00
Sub Totals					\$170,000.00		\$286,095.00
Contingency							
8	Construction Contingency	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Sub Totals					\$10,000.00		\$10,000.00
Grand Total					\$180,000.00		\$296,095.00

CONSTRUCTION SERVICES AGREEMENT

Colleyville Center Interior Renovations

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville Colleyville Center Interior Renovations (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S Specifications and Contract Documents for the Project contained in the City's Invitation for Bid # BSV-2021-003 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor

shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed ONE HUNDRED AND EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR

shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

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

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

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

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

Section 6. Responsibilities

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

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

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

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is Thirty (30) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 30th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

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

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

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

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

(1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within Fourteen (14) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

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

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

Section 8. Ownership of Project; Bill of Sale

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

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

Section 9. Termination

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

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

Section 10. Insurance

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

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

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

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

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

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

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

Section 11. Indemnification.

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

Section 12. Assignment

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

Section 13. Applicable Laws

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

Section 14. Default of CONTRACTOR

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

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

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

Section 15. Adjustments in Services

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

Section 16. Execution Becomes Effective

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

Section 17. Agreement Amendments

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

Section 18. Severability

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

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

Section 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Signature page to follow

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

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney
Staff:EM:Date:June 8, 2021:v4.2019

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

CONTRACTOR
CMC Development & Construction Corporation, LLC

By: _____
Christian Crenshaw, CEO

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

CMC Development & Construction Corporation LLC
Houston, TX United States

Certificate Number:
2021-761192

Date Filed:
06/03/2021

Date Acknowledged:
06/08/2021

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

City of Colleyville

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

BSV-2021-003
Colleyville Center Interior Renovations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CMC Development & Construction Corporation LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

CMC Development & Construction Corporation LLC
Houston, TX United States

Certificate Number:
2021-761192

Date Filed:
06/03/2021

Date Acknowledged:

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

City of Colleyville

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

BSV-2021-003
Colleyville Center Interior Renovations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CMC Development & Construction Corporation LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Christian Crenshaw, and my date of birth is 09/28/1992.

My address is 9494 Southwest Freeway Suite 485, Houston, TX, 77074, US.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 1st day of June, 2021.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



June 9, 2021

Ray Silva-Reyes, Director of Public Works
The City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Colleyville Center Interior Renovations– Bid Submittals and Recommendation

Dear Mr. Silva-Reyes,

I have reviewed the bid documents of the two (2) contractors who submitted for the Colleyville Center Interior Renovation. After review of pricing, references, and qualifications, it is my recommendation that CMC Development & Construction be awarded the Contract. CMC, while based out of Houston, does have years of experience with similar projects types. They also have quality references and a good reputation.

CMC was also the lowest bid—coming in at nearly 40% less than the other bidder and providing a fair price for this scope of work.

Please let me know if I can be of further assistance in this matter.

Sincerely,

Stephen Bingham, AIA



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 6/15/2021

Number

Type Report

Department Finance

Title

Monthly Financial Report - May 2021

Explanation

General Fund

Through May, the General Fund has collected 88% of its budgeted revenue and spent 64% of its budgeted expenditures. Cash flow here remains stronger than in previous years, led by higher revenue from sales and property taxes. Due to legislation passed during our last legislative session and a weak fixed income market, franchise tax revenue and interest income are the only weaker spots in the revenue profile. These items will be accounted for in our FY22 budget, although growth in other revenue has more than offset this loss. The Fund's surplus of \$6.5 million is stronger than last year, and will decline steadily through September.

Sales tax revenue

Colleyville received its seventh collection for the fiscal year from April's sales, and it brought in an increase of 9.1% over April of last year. This increases our total YTD growth from 16.8% over FY20 to 15.7% over FY20, and makes for a total dollar gain of \$732,000.

Utility Fund

Through the eighth month of the fiscal year, the Utility Fund has collected 54% of its budgeted revenue and spent 44% of its budgeted expenditures. The surplus of \$1.75 million is a substantially stronger than last year due to the strong true-up refund from the Trinity River Authority, which will pass on to the cash-funded capital improvement plan at the end of the year. If we net out the revenues and expenses associated with water/sewer services from the T.R.A., which the City does not control, spending for the City's direct costs are tracking right at budget for this period.

Drainage Fund

To date, the Drainage Utility Fund has received 69% of its budgeted revenue and spent 68% of its budgeted expenditures. This fund's cash flow is tracking lower than last year due primarily to increased payroll costs from a position that was

reallocated to this fund as well as overtime costs and temp help. Our current surplus of \$120,000 represents a \$38,000 increase from last month, so we're continuing to improve here. Drainage fee revenues tend to average at 1.2% higher than the previous fiscal year, although at this point we're seeing close to 1% growth for FY21.

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. Our last payment does indicate that this revenue is making a slight comeback, though. Our current fund balance is sitting at \$208,000 as of the end of this month. Given the large balance here, the fund can take another lackluster year.

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, with lease payments also occurring throughout the year. As of May's figures, the fund is running a small surplus of about \$8,100 after the month's lease payment. The majority of the fund's expenditures have been spent, with the remaining budget dedicated to a pumper lease and an ambulance lease. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.

Attachments

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



Agenda Item - Items not for council action

Monthly Financial Report May 2021

City Council Meeting
June 15, 2021

General Fund

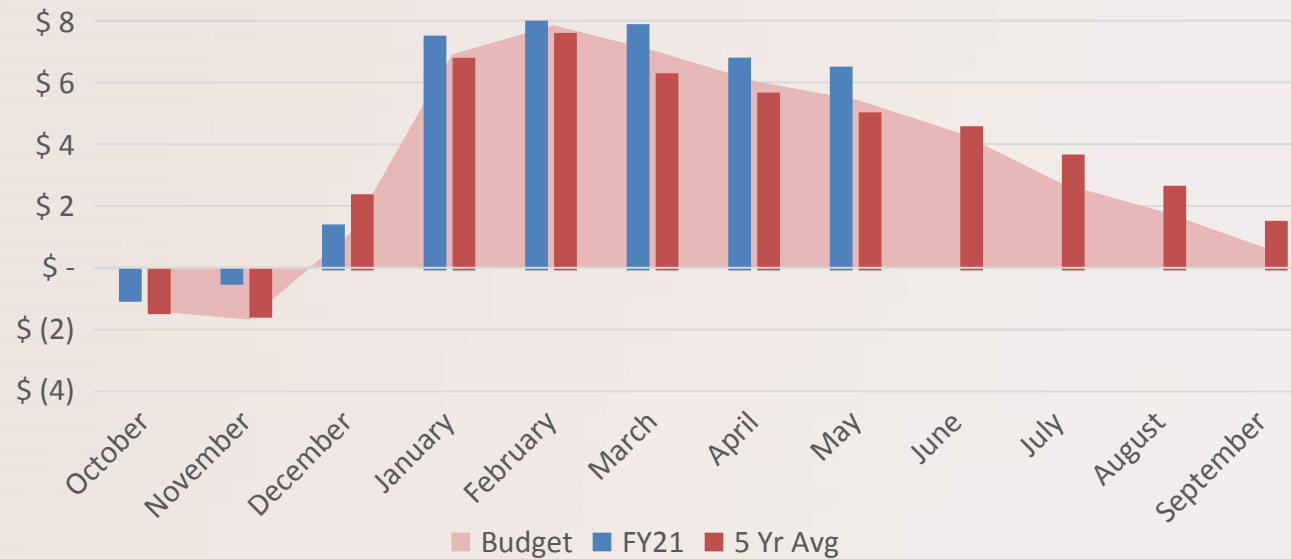


General Fund

	FY21 Budget		FY21 YTD		% of Budget	FY20 YTD		FY20% of Budget
Revenues	\$	25,124,381	\$	22,193,750	88%	\$	21,396,072	87%
Expenditures	\$	24,476,396	\$	15,681,309	64%	\$	15,456,227	64%
	\$	647,985	\$	6,512,442		\$	5,939,844	

*67% of the year is completed

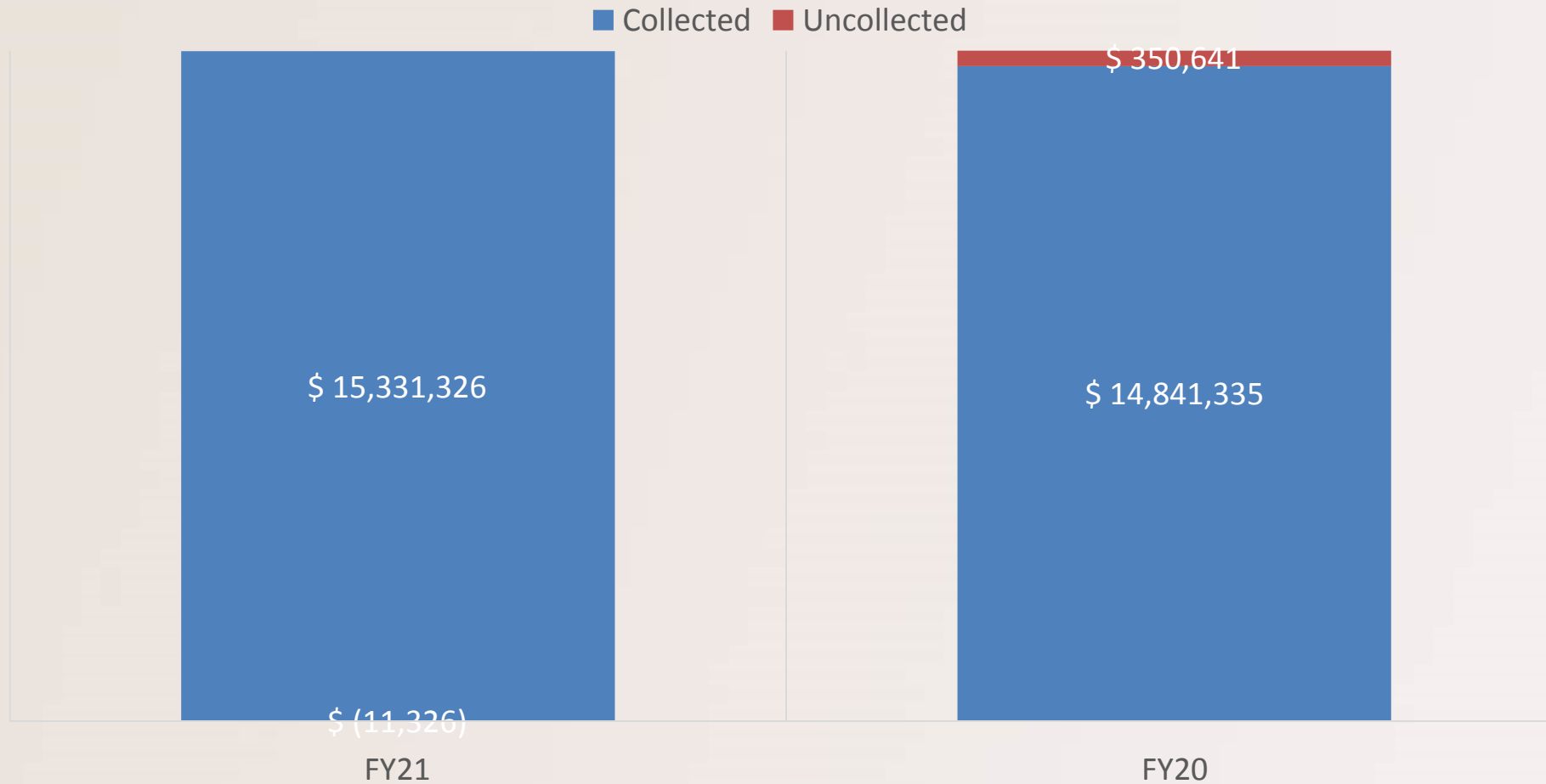
General Fund Cash Flow



Property Tax Highlight



Collected through May: 2020 vs. 2021

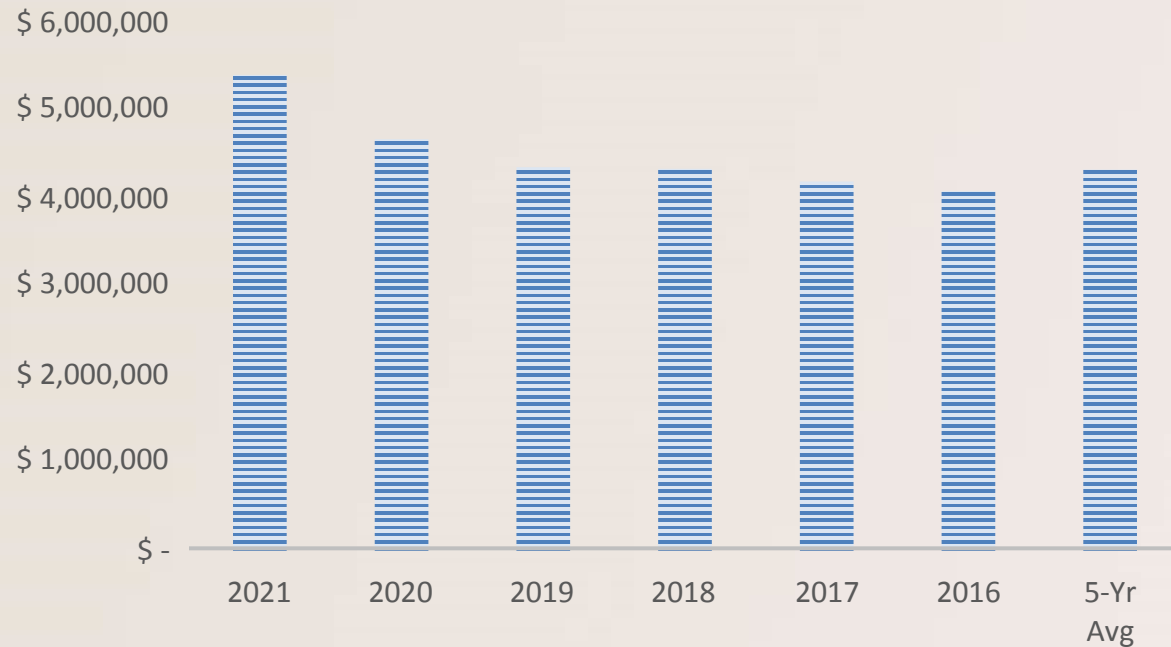


Sales Tax Highlight



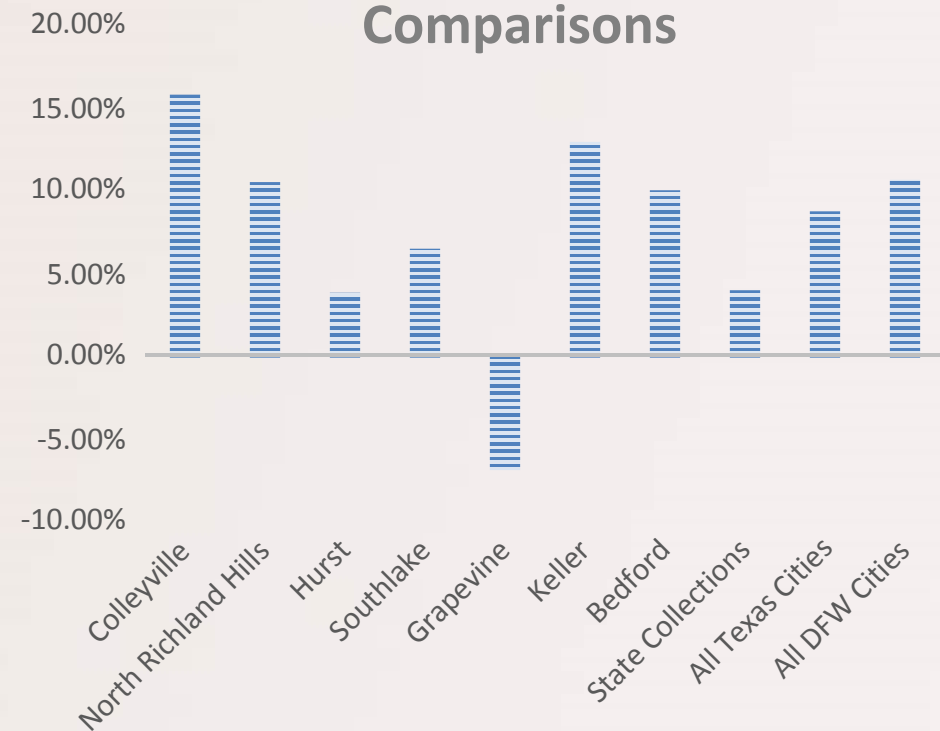
FY21 YTD Receipts compared to Previous Years

Thru April Sales Tax Receipts (Comparison)

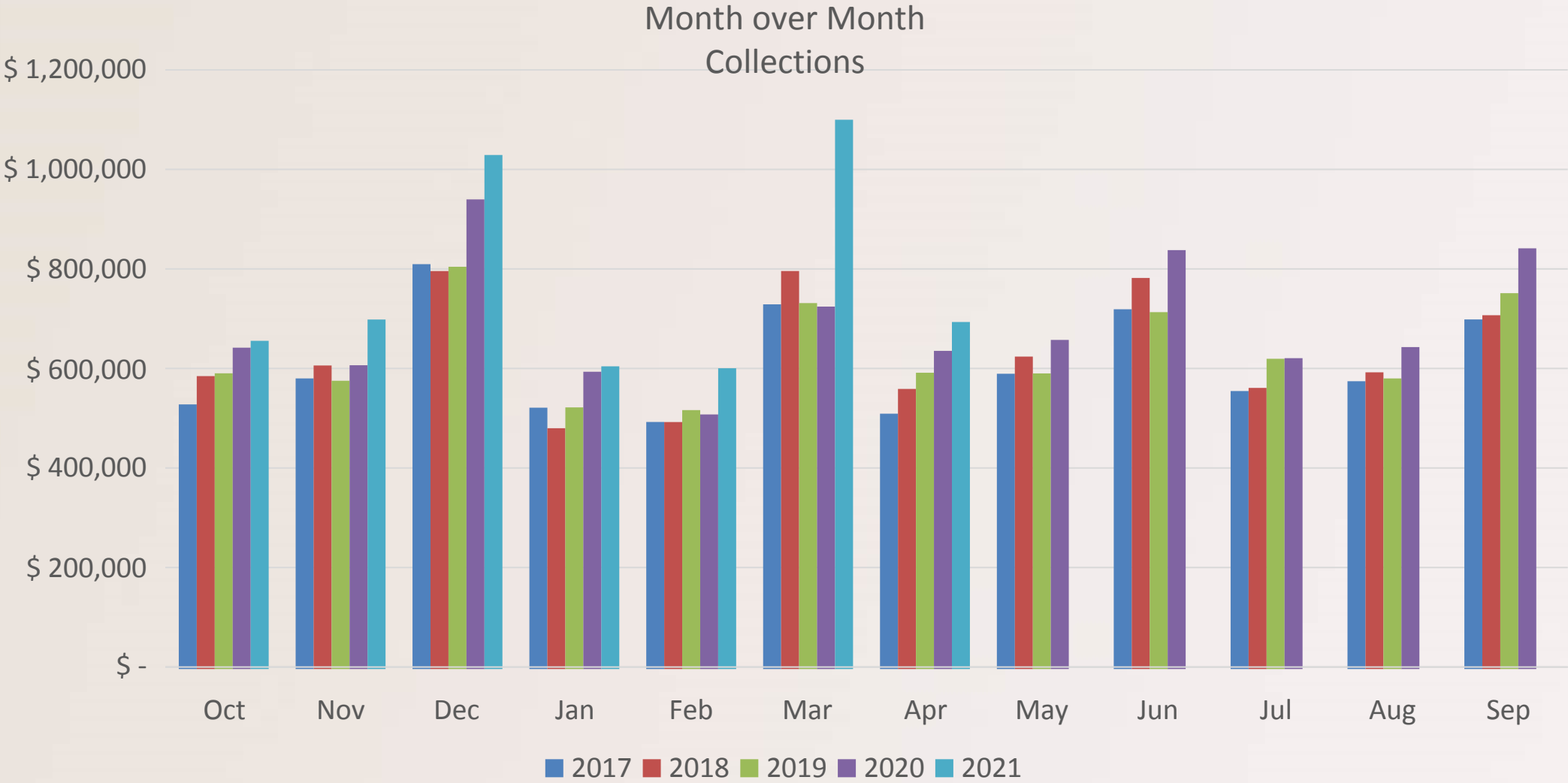


City/State Comparisons

City/State Comparisons



Sales Tax Highlight

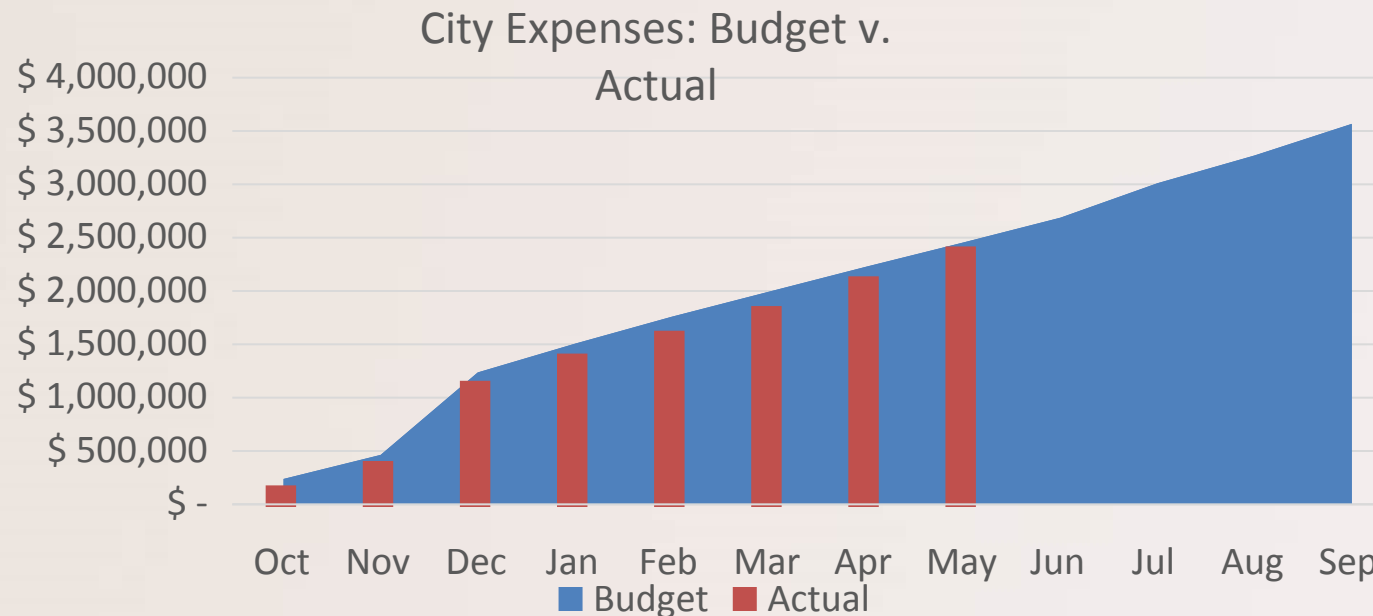


Utility Fund



Utility Fund					
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20 % of Budget
Revenues	\$ 17,958,382	\$ 9,711,354	54%	\$ 8,935,285	51%
Expenditures	\$ 17,925,757	\$ 7,952,113	44%	\$ 7,816,796	45%
	\$ 32,625	\$ 1,759,241		\$ 1,118,489	

*67% of the year is completed



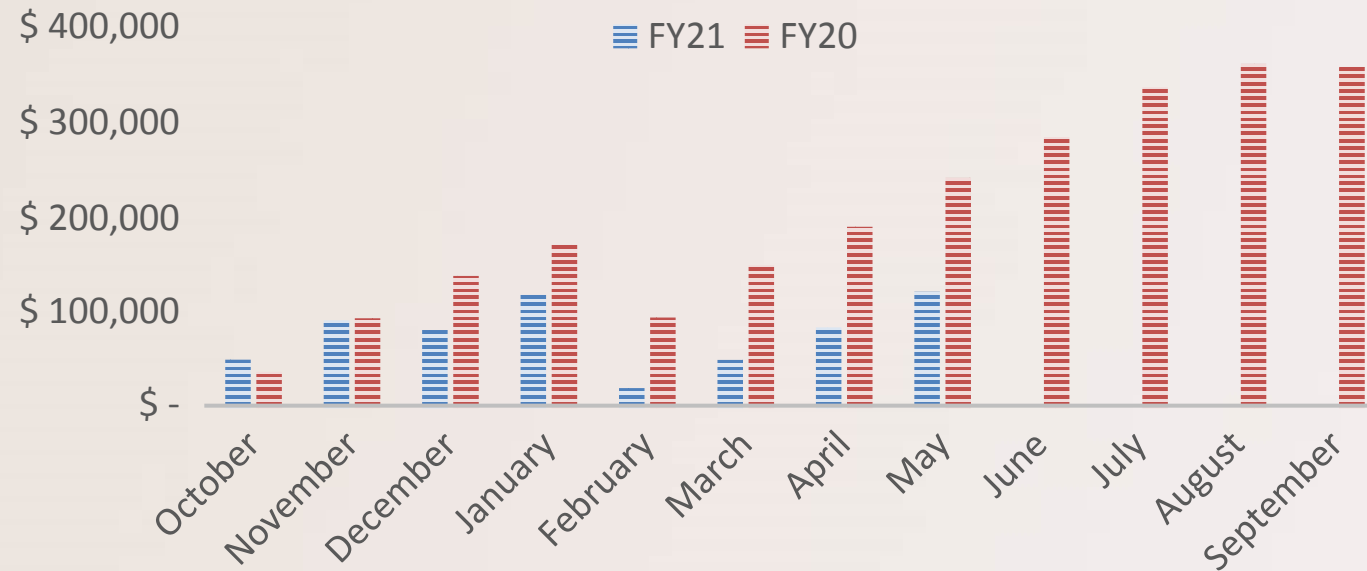
Drainage Fund



Drainage Fund					
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20 % of Budget
Revenues	\$ 978,508	\$ 673,718	69%	\$ 679,986	69%
Expenditures	\$ 810,202	\$ 553,388	68%	\$ 439,401	55%
	\$ 168,306	\$ 120,330		\$ 240,585	

*67% of the year is completed

FY21 vs. FY20 Cash Flow



Hotel Fund

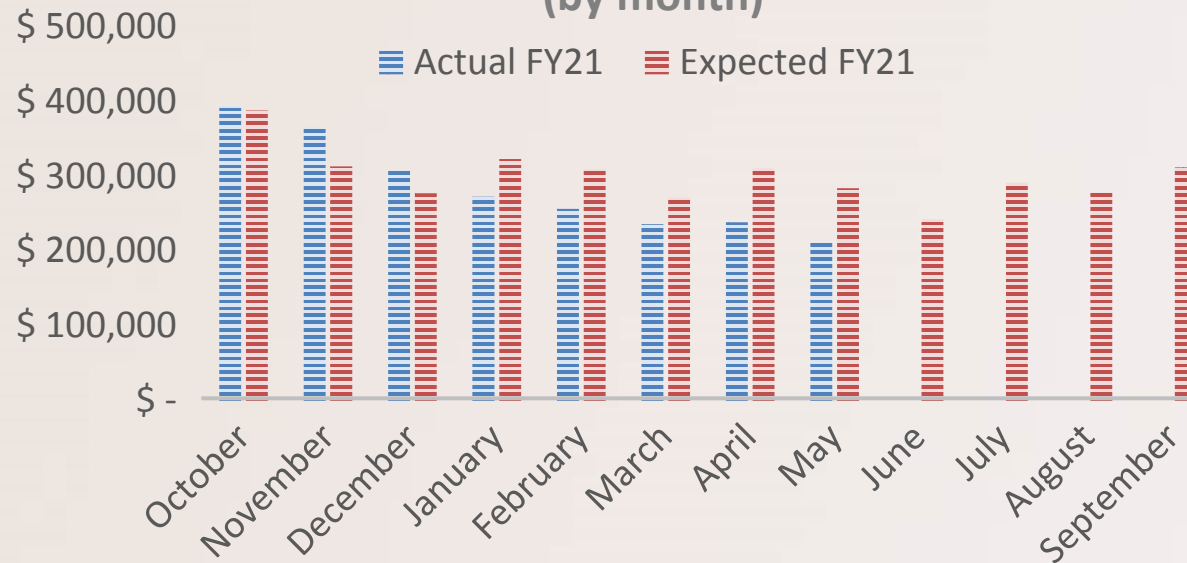


Hotel Fund

	FY21 Budget		FY21 YTD		% of Budget	FY20 YTD	
Revenues	\$	237,500	\$	42,297	18%	\$	60,010
Expenditures	\$	327,176	\$	232,844	71%	\$	145,337
	\$	(89,676)	\$	(190,546)		\$	(85,327)

*67% of the year is completed

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

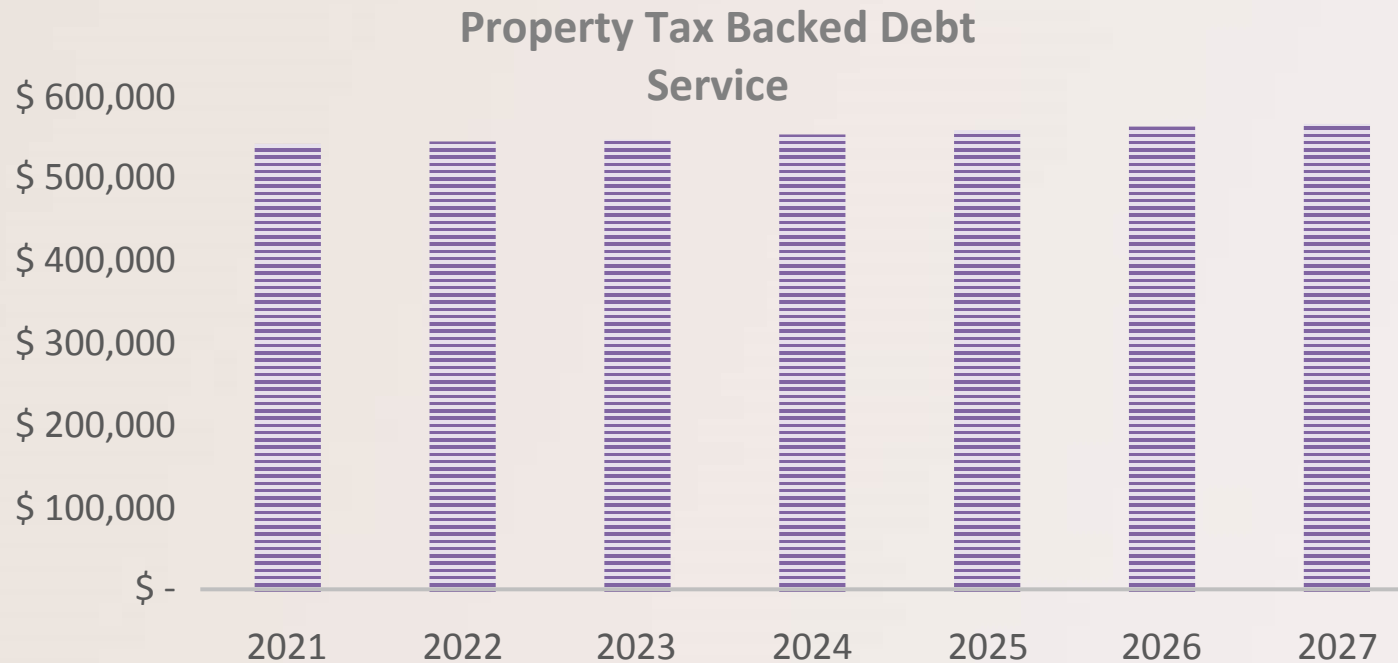


Debt Service Fund



Debt Service Fund							
	FY21 Budget		FY21 YTD		% of Budget	FY20 YTD	FY20 % of Budget
Revenues	\$	782,500	\$	790,556	101%	\$ 1,497,506	106%
Expenditures	\$	819,423	\$	782,408	95%	\$ 1,148,210	82%
	\$	(36,923)	\$	8,147		\$ 349,296	

*67% of the year is completed



Monthly Financial Report - May 2021

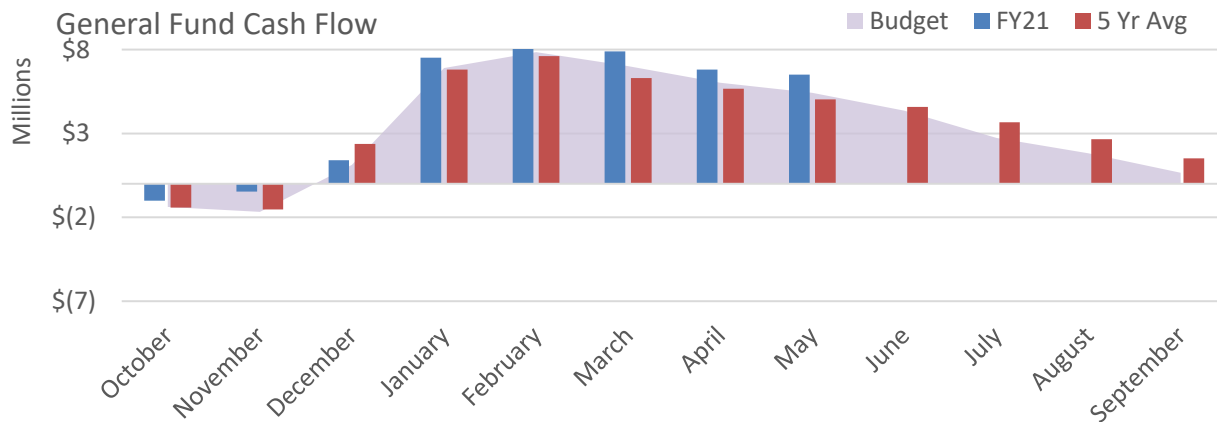
% of year Completed 67%

General Fund

% of Budget Spent 64%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 25,124,381	\$ 22,193,750	88%	\$ 21,396,072	87%
Expenditures	\$ 24,476,396	\$ 15,681,309	64%	\$ 15,456,227	64%
	\$ 647,985	\$ 6,512,442		\$ 5,939,844	

Through May, the General Fund has collected 88% of its budgeted revenue and spent 64% of its budgeted expenditures. Our cash flow here remains stronger than in previous years, led by higher revenue from sales and property taxes. Franchise tax revenue and interest income are the only weaker spots in our revenue profile, due to legislation passed during our last legislative session as well as a weak fixed income market. We will account for these items in our FY22 budget, although growth in other revenue has more than offset this loss. The Fund's surplus of \$6.5 million is stronger than last year, and will decline steadily through September.



General Fund Highlights

Revenue (FY21/FY20)

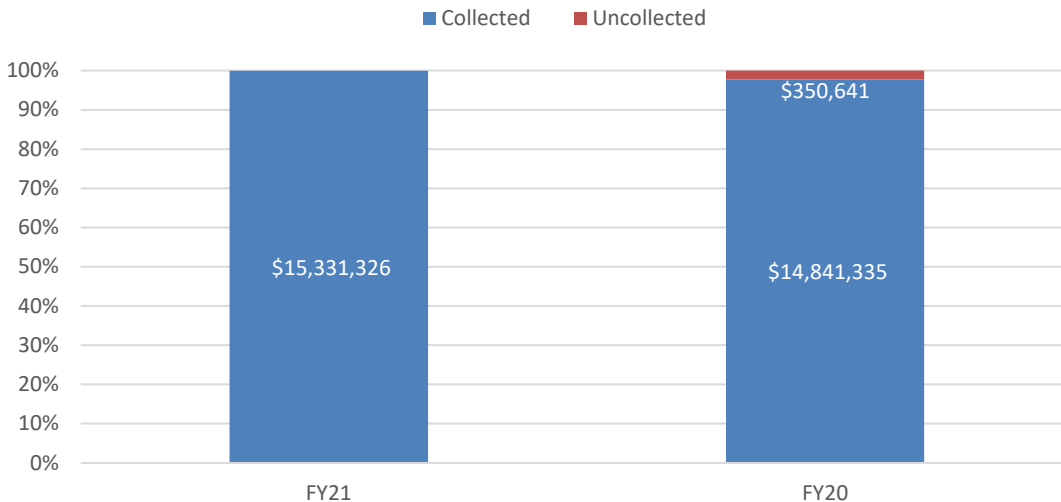
Property Tax	+ \$490k	Sales Tax	+ \$339k	Franchise Tax	-\$129k
Licenses	+ \$39k	Other Revenue	+ \$59k	Total Rev	+ \$798k

Expenditures (FY21/FY20)

Personnel	+ \$33k	Contractual	+ \$49k	Supplies	+ \$91k
Capital	+ \$53k	Transfers	\$ 0k	Total Exp	+ \$225k

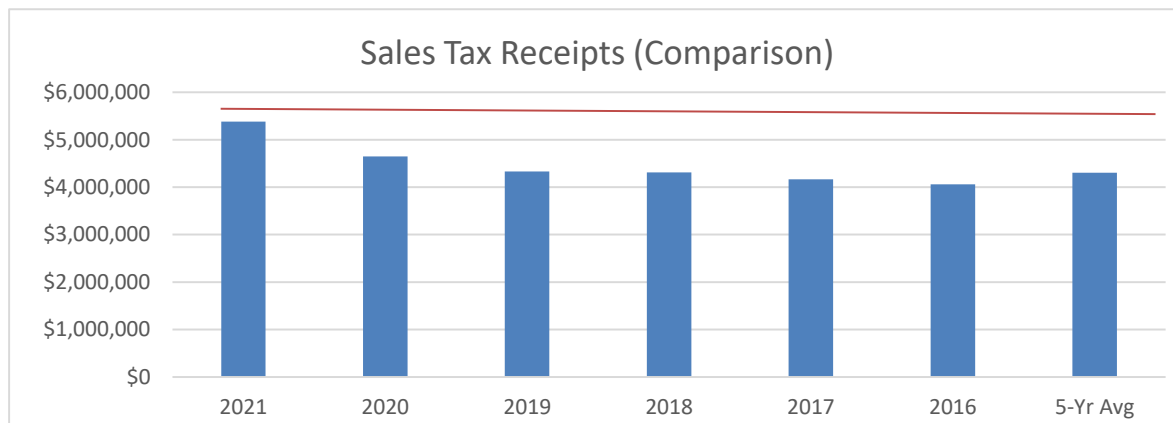
Monthly Financial Report - May 2021

Revenue Highlight: Property Tax



Colleyville has received \$15.33m 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.

Revenue Highlight: Sales Tax



MTD Increase		YTD Increase	
↑	9.1%	↑	15.7%

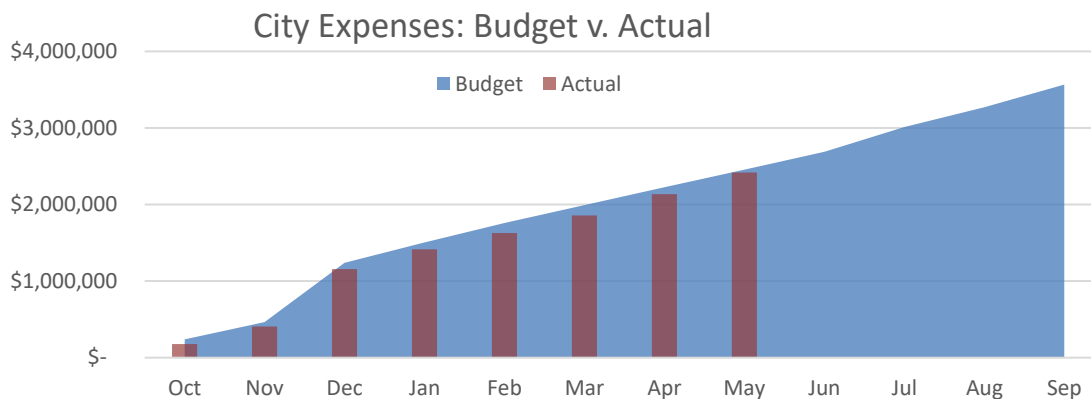
Colleyville received its seventh collection of the fiscal year from April's sales, and it brought in an increase of 9.1% over April of last year. This increases our total YTD growth to from 16.8% over FY20 to 15.7% over FY20, and makes for a total dollar gain of \$732,000. It is interesting to note that, statewide, Texas cities saw another month of gains over 30% for a total fiscal year increase of almost 9%. DFW cities fared better with an average monthly increase of almost 40%, yielding a total average year-to-date increase of 10.6%.

Monthly Financial Report - May 2021

Water/Sewer Utility Fund % of year Completed 67%
 % of Budget Spent 44%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 17,958,382	\$ 9,711,354	54%	\$ 8,935,285	51%
Expenditures	\$ 17,925,757	\$ 7,952,113	44%	\$ 7,816,796	45%
	\$ 32,625	\$ 1,759,241		\$ 1,118,489	

Through the eighth month of the fiscal year, the Utility Fund has collected 54% of its budgeted revenue and spent 44% of its budgeted expenditures. Our surplus of \$1.75m is a substantially stronger than we saw last year due to the strong true-up refund from the Trinity River Authority, which we will pass on to our cash-funded capital improvement plan at the end of the year. If we net out the revenues and expenses associated with water/sewer services from the T.R.A., which the City does not control, spending for the City's direct costs are tracking right at budget for this period.



Utility Operation Highlights

Avg Customer Count

FY21/FY20



0.6%

YTD Rainfall (Inches)

FY21/FY20

-3.4

Expenditures (FY21/FY20)

Personnel	+ \$141k	Contractual	↓ - \$107k	Supplies	+ \$4k
Capital	+ \$65k	Transfers	+ \$32k	Total Exp	+ \$135k

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 - May 2021

% of year Completed

67%

Drainage Utility Fund

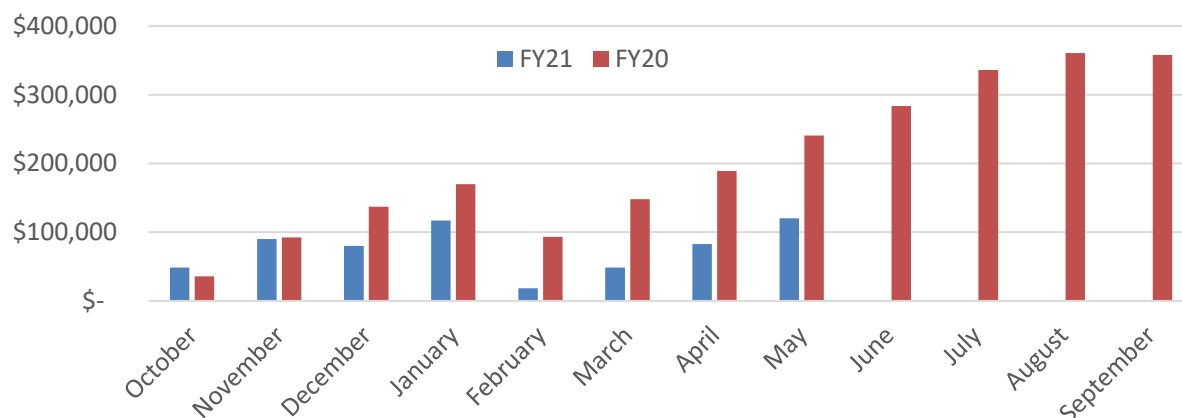
% of Budget Spent

68%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 978,508	\$ 673,718	69%	\$ 679,986	69%
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	\$ 168,306	\$ 120,330		\$ 240,585	

To date, the Drainage Utility Fund has received 69% of its budgeted revenue and spent 68% of its budgeted expenditures. This fund's cash flow is tracking lower than last year due primarily to increased payroll costs from a position that was reallocated to this fund as well as overtime costs and temp help. Our current surplus of \$120,000 represents a \$38,000 increase from last month, so we're continuing to improve here. Drainage fee revenues tend to average at 1.2% higher than the previous fiscal year, although at this point we're seeing close to 1% growth for FY21.

FY21 vs. FY20 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY21/FY20 0.8%

FY21/5-Yr Avg 2.8%

Expenditures (FY21/FY20)

Personnel	+ \$83k
Supplies	+ \$13k
Debt Service	-\$3k

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

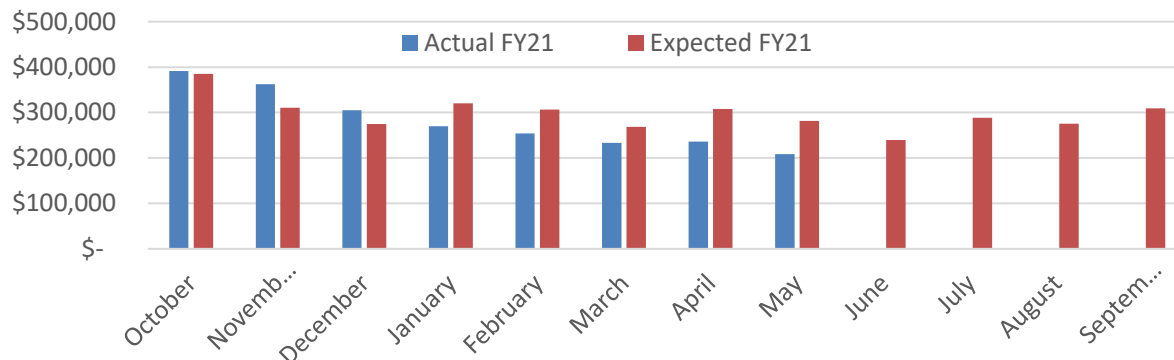
Contractual	+ \$21k
Capital/Xfers	\$00k
Total Exp.	+ \$114k

Monthly Financial Report - May 2021

					% of year Completed	67%
Hotel Tax Fund					% of Budget Spent	71%
	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget	
Revenues	\$ 237,500	\$ 42,297	18%	\$ 60,010		
Expenditures*	\$ 327,176	\$ 232,844	71%	\$ 145,337		
	\$ (89,676)	\$ (190,546)		\$ (85,327)		

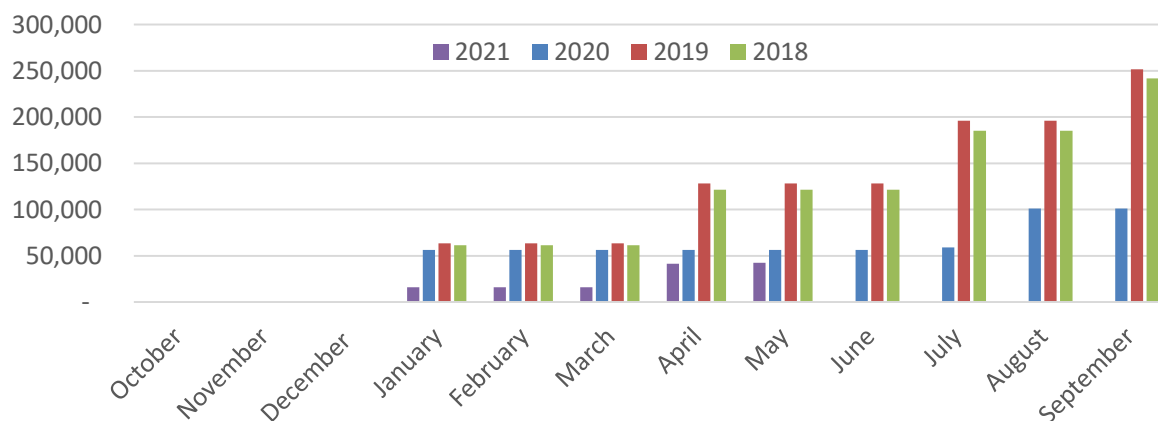
The Hotel Fund began the year outperforming expectations due mostly to lower spending than anticipated for the first quarter. Half of this fund is dedicated to personnel costs, whereas the other half is dedicated to improvements, event supplies, and promoting the City via events, economic development, 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. Our last payment does indicate that this revenue is making a slight comeback, though. Our current fund balance is sitting at \$208,000 as of the end of this month. Given the large balance here, the fund can take another lackluster year.

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



Hotel Tax Performance

FY20 Revenue vs. History



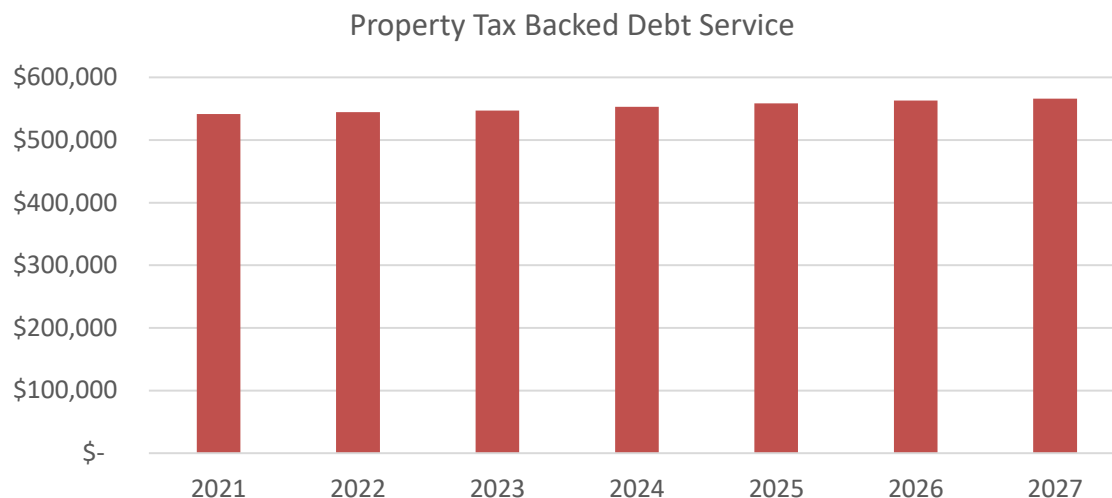
Monthly Financial Report - May 2021

Debt Service Fund % of year Completed 67%
 % of Budget Spent 95%

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20% of Budget
Revenues	\$ 782,500	\$ 790,556	101%	\$ 1,497,506	106%
Expenditures*	\$ 819,423	\$ 782,408	95%	\$ 1,148,210	82%
	\$ (36,923)	\$ 8,147		\$ 349,296	

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, with lease payments also occurring throughout the year. As of May's figures, the fund is running a small surplus of about \$8,100 after the month's lease payment. The majority of the fund's expenditures have been spent, with the remaining budget dedicated to a pumper lease and an ambulance lease. 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 6/15/2021

Number Ordinance O-21-2163

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to RE Single-Family 'Estate' Residential zoning district on Lot 1A & 2A, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case ZC21-010

Strategic Plan

4.1 Protect our City's semi-rural residential character

Explanation

Second Reading and Public Hearing

The applicant was present at the first reading and answered questions from the City Council.

First Reading and Public Hearing

Tamara Spicer, the applicant, has submitted a request for a zoning change on Lots 1A & 2A, Block 1, Village Court, being approximately 1.93 acres, and zoned PUD-C Planned Unit Development - Commercial. The purpose is to rezone from the PUD-C Planned Unit Development - Commercial district to the RE Single-Family 'Estate' Residential district for one new single-family home. There are no new lots proposed.

Existing Conditions/Background: The subject property is located along Pleasant Run Road on the east side of the street and north of Veranda Lane. The proposed combination of the two lots would conform to the RE district standards. The lots currently are not improved, but have flood plain located within their eastern portions.

Proposed Zoning:

Request – The applicant requests to rezone the property from PUD-C to RE district. The minimum standards for the RE zoning district are as follows:

Minimum Lot Size	80,000 square feet	84,148 s.f.
Minimum Lot Width	200 feet	219.95 ft.
Minimum Lot Depth	300 feet	346 ft.
Front Building Line	40 feet	

Side Building Line	25 feet
Rear Building Line	40 feet
Max. Lot Coverage	20%
Max. Impervious Coverage	50%

Analysis: The current size of the property does comply with all the minimum standards of the RE zoning district.

Plat Status: The property is platted as Lots 1A & 2A, Block 1, Village Court.

DRC Review: The DRC reviewed the request during their March 22, 2021 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 is zoned AG Agricultural and is improved with a single-family home and accessory buildings. The properties located to the south and east are located in The Village and are improved with commercial and residential uses in a mixed-use setting. Properties to the west are located in The Village and improved with single-family attached uses and AG Agricultural improved with a metal building.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property within the Colleyville Boulevard Corridor.

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 is neutral on this request.

Planning and Zoning Commission Request: The Planning and Zoning Commission recommended approval of the request at their May 10, 2021 meeting by a vote of 4-1.

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. Zoning Exhibit
5. Existing PUD-C Ordinance (O-04-1441)
6. Notification Map
7. Notification List
8. Property Owner Notification
9. Ordinance O-21-2163

Aerial Map



ZC21-010

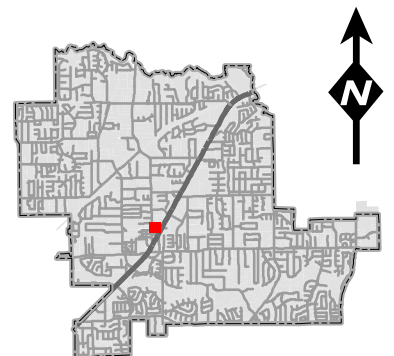
5217 and 5201 Pleasant Run Road

DISCLAIMER:

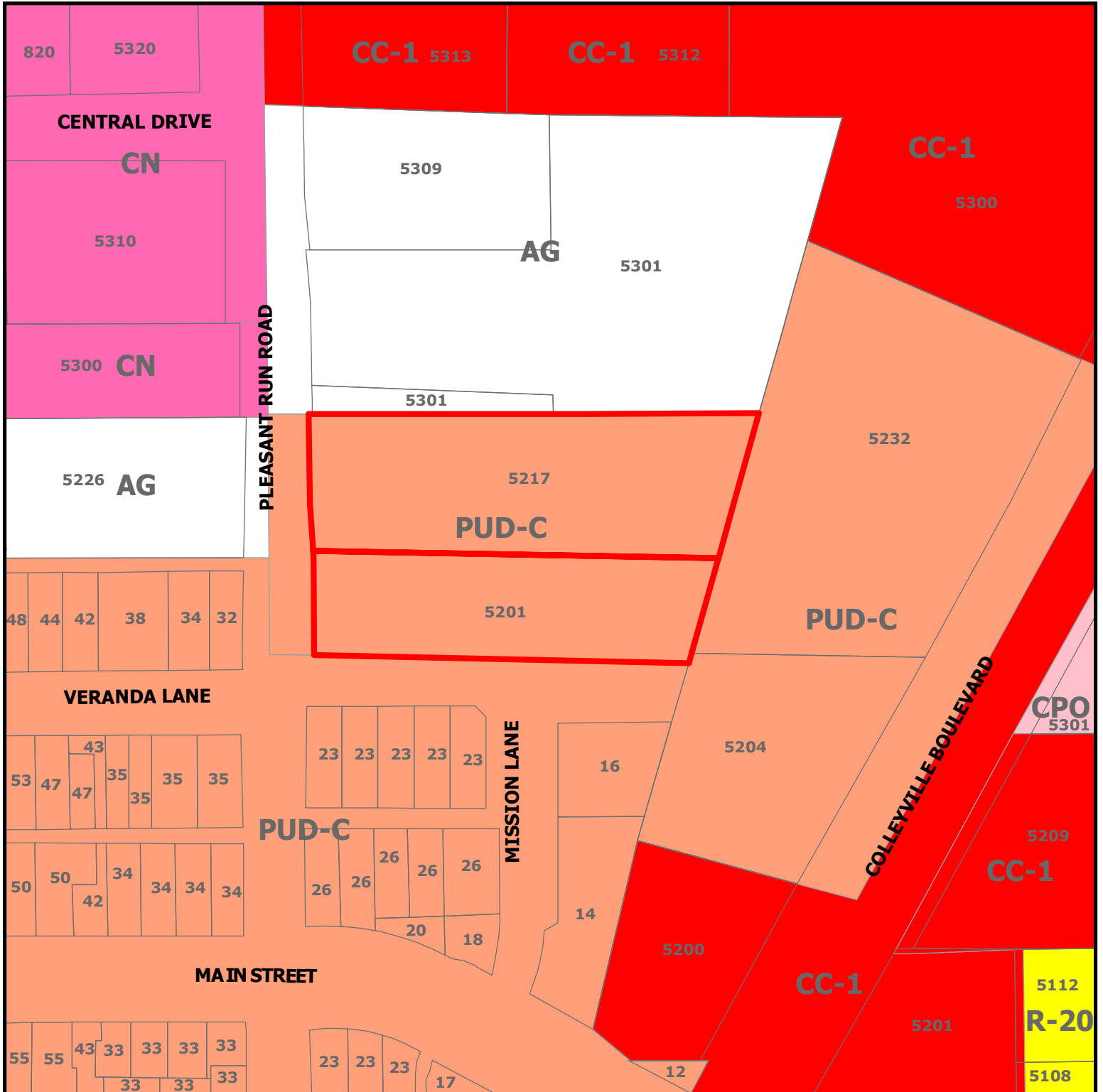
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Subject Property



Zoning Map



ZC21-010

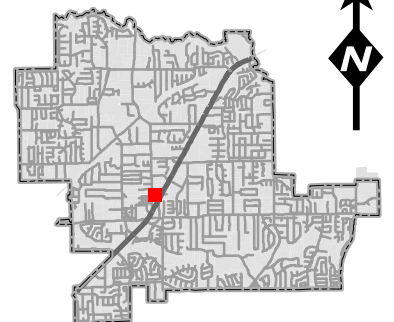
5217 and 5201 Pleasant Run Road

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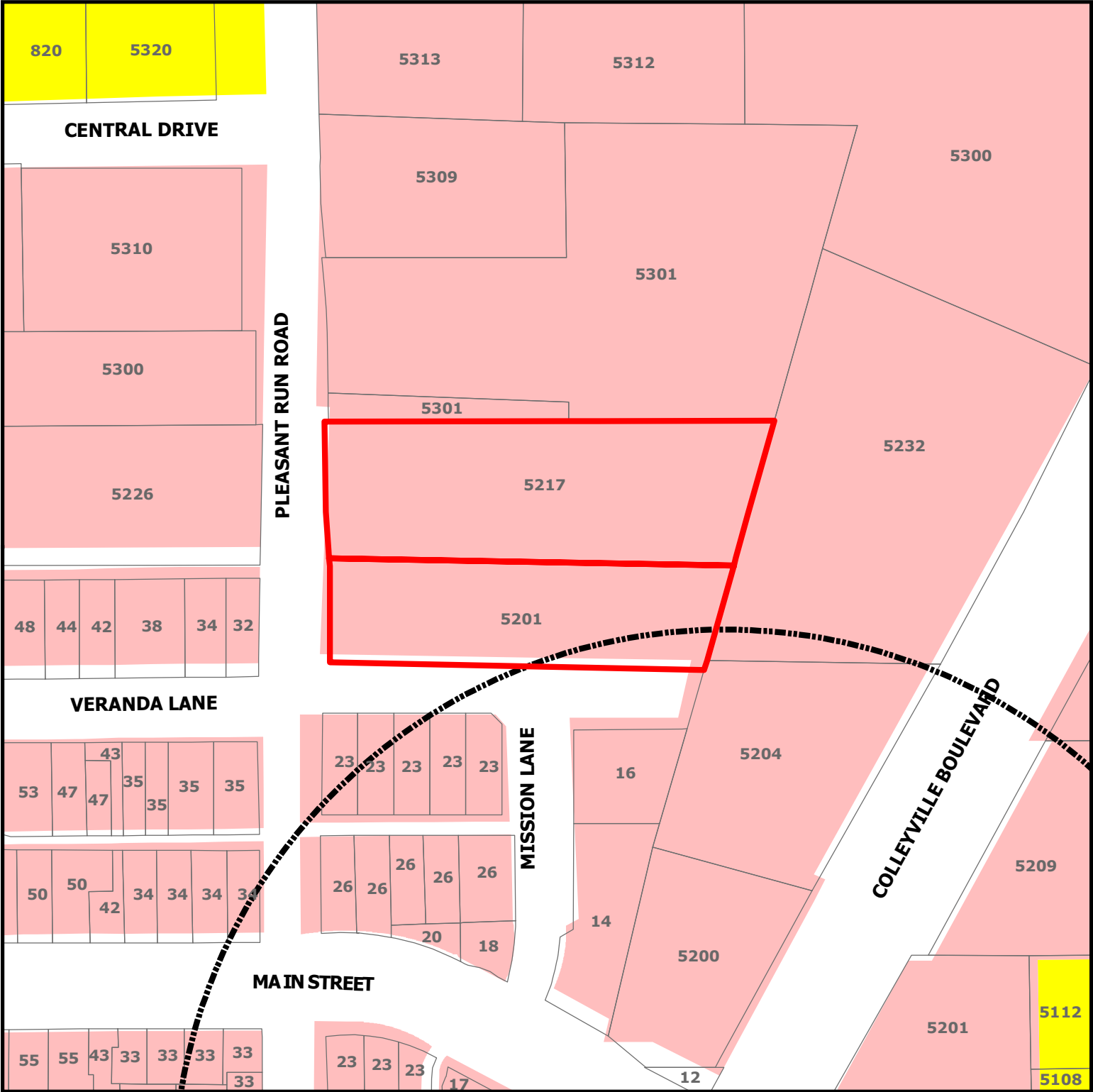
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Subject Property



Future Land Use Map

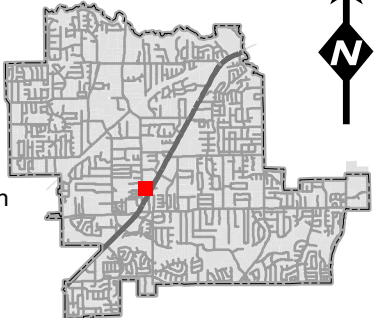


ZC21-010

5217 and 5201 Pleasant Run Road

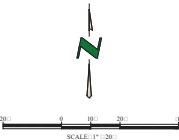
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- Subject Property
- Sales Tax Preferred Intersection
- Residential
- Colleyville Blvd Corridor



Zoning Exhibit

- SURVEYOR'S NOTES:
- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone, 2002 North American Datum, of 1:1.3 NAD 83, U.S. Foot to International scale factor.
 - This property lies in Saded Zone X of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, as no. 113-C00-SK, dated September 25, 2007, via scaled area location and graphic bearing.
 - Notice: Selling a portion of this addition by lot and bounds is a violation of City subdivision ordinance and state licensing statutes and is subject to fines and adding of utilities and building certificates.
 - The purpose of this plat is to combine the previously platted lots into one.



ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM PUD-C TO RE

ZONING EXHIBIT
VILLAGE COURT
LOTS 1 AND 2, BLOCK 1
BEING ALL OF LOTS 1 AND 2, BLOCK 1,
VILLAGE COURT AS RECORDED IN
CABINET A, SLIDE 10532 IN THE PLAT
RECORDS OF, TARRANT COUNTY, TEXAS
IN THE J.M. LOONEY SURVEY, A-652
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER
JAMES P. BARNES
P.O. BOX 122
COLLEYVILLE, TEXAS 76032
ENGINEER / SURVEYOR
STRAND & SON
10003 TECHWOOD, 7 BLVD.
DALLAS, TEXAS 75220
9/2/20-20/

DRAWN BY: J.L.A. DATE: 03/02/2021 CHECKED BY: XXX JOB NO.: XXXXX



Zoning Exhibit

ZONING EXHIBIT

Lots 1 and 2, Block 1, Village Court
J.M. Looney Survey, Abstract No. 652
City of Colleyville, Tarrant County, Texas

PROPERTY DESCRIPTION:

WHEREAS, South Bowie Investment Partners, LP, is the owner of all that certain 1.93 acres tract of land, by the Deed recorded in Document Number D215006002 in the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.), which is known as all of Lots 1 & 2, Block 1, Amended Plat of Village Court, as recorded in Cabinet A, Slide 10532 in the Plat Records of Tarrant County, Texas (P.R.T.C.T.), in the J.M. Looney Survey, Abstract Number-652, City of Colleyville, Tarrant County, Texas and more particularly described by the metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap stamped "MILLER 5665" found for the southeast corner of the herein described tract, common to the southwest corner of Lot 2, Block 1, Village Front Door Addition recorded in Cabinet A, Slide 12698 P.R.T.C.T., being a point in the North line of Lot 1, of said Block 1, Village Front Door Addition;

THENCE North 88° 38' 37" West - 346.16' along the North line of said Village Front Door Addition and with the North line of Veranda Lane (Variable Width Right-Of-Way) and along the South line of the herein described tract to an "X" cut in concrete for the southwest corner of the herein described tract, which is at the intersection of the East line Pleasant Run Road (Variable Width Right-Of-Way), and the North line of Veranda Lane;

THENCE North 00° 53' 39" West - 219.95' with the East right-of-way line of said Pleasant Run Road, to an "X" cut in concrete for the northwest corner of the herein described tract, common to a point in the South line of a tract of land conveyed to Jean Andrew and Alton Foster by the Deed recorded in Document Number D19927039 in the Deed Records of Tarrant County, Texas (D.R.T.C.T.);

THENCE South 88° 38' 37" East - 220.00' along the South line of said Jean Andrew and Alton Foster tract, to a 1/2" iron rod with a cap stamped "VOGT 1928" found for a point for corner of the herein described tract, common to the southern most southwest corner of a tract of land conveyed to Kaylynn Forest Eart by the Deed recorded in Volume 11546, Page 2304 D.R.T.C.T.;

THENCE North 88° 50' 00" East - 194.54' along the South line of said Kaylynn Forest Eart tract, to an "X" found for the northeast corner of the herein described tract, being a point in the West line of said Lot 2, Block 1, Village Front Door Addition;

THENCE South 15° 58' 23" West along the West line of said Lot 2, Block 1, Village Front Door Addition, passing at 122.56' an "X" found and continuing for a total distance of 235.98', to the POINT OF BEGINNING and containing 1.93 acres of land.

RPLS No. 6459

ZONING EXHIBIT

VILLAGE COURT

LOTS 1 AND 2, BLOCK 1

BEING ALL OF LOTS 1 AND 2, BLOCK 1,
VILLAGE COURT AS RECORDED IN
CABINET A, SLIDE 10532 IN THE PLAT
RECORDS OF, TARRANT COUNTY, TEXAS
IN THE J.M. LOONEY SURVEY, A-652
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

-- MARCH 2021--

ORDINANCE O-04-1441

AN ORDINANCE AMENDING CHAPTER 3, LAND USE OF THE LAND DEVELOPMENT CODE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT G AND A PORTION OF LOTS F AND H, E.M. THOMPSON SUBDIVISION, FROM THE CC1 VILLAGE RETAIL DISTRICT TO THE PUD-C PLANNED UNIT DEVELOPMENT COMMERCIAL DISTRICT; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a zoning district change was filed by Tom Miller on December 15, 2003, under Case Number Z-04-002; and

WHEREAS, the City of Colleyville has complied with the notification requirements of the Texas Local Government Code and the Colleyville Land Development Code; and

WHEREAS, the Planning and Zoning Commission has held a public hearing and made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning amendment is in the best interests of the City of Colleyville.

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

- Sec. 1. THAT the Master Plan, the Land Development Code of the City of Colleyville, Texas, and the Official Zoning Map are hereby amended insofar as they relate to certain land located in Colleyville, Texas, as shown on the Zoning Map attached as Exhibit "A", and described by metes and bounds description attached as Exhibit "B", by changing the zoning of said property from the CC1 Village Retail district to the PUD-C Planned Unit Development Commercial district, as shown on the attached Exhibit "C", including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.
- Sec. 2. THAT this Planned Unit Development – Commercial shall be subdivided into two sub-areas, as shown on the conceptual site plan attached as Exhibit "C". The conditions contained in this ordinance shall apply to both sub-areas, unless otherwise stated in this ordinance.
- Sec. 3. THAT this Planned Unit Development - Commercial shall be subject to the following conditions:

1. GENERAL

- A. The purpose of this planned unit development is to encourage mixed-use, compact development that is sensitive to the environmental characteristics of the land and facilitates the efficient use of services. This planned unit development diversifies and integrates residential and commercial land uses within close proximity to each other and promotes long-term economic sustainability for the City.
- B. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. LAND USES

- A. Permitted Uses in Sub-Area 1 – The uses allowed only in the CC1 Village Retail zoning district shall be allowed within Sub-Area 1 of this planned unit development.
- B. Permitted Uses in Sub-Area 2 – The following permitted uses shall be allowed within Sub-Area 2 of this planned unit development:
 - (1) *Single-family Residences*: Residential units may be either detached or attached, but not more than one residence shall be located per building site. A building site may have one ancillary residential structure. The habitable area of the ancillary structure shall not exceed 600 square feet.
 - (2) *Retail*: Retail specialty shops including, but not limited to, the sale of clothing, gifts, antiques, flowers and plants, books, jewelry, music, electronic equipment, computers and software, tobacco and related supplies, crafts, toys, cameras, souvenirs, greeting cards, artwork, furniture, hardware, sporting goods, house and garden supplies, office supplies, leather goods and periodicals.
 - (3) *Service*: Personal service shops including, but not limited to, travel agency, banks, airline ticket office, tailor, barber, beauty salon, spa, health club, shoe repair, food catering, dry cleaners, studios for dance, art, music, photography, radio, and television, or similar service uses.
 - (4) *Food and Lodging*: Small hotels, bed and breakfast inns, restaurants, cafes, coffee shops, bakeries, butchers, fish markets, delicatessens, ice cream parlors, cookie stores, grocery stores, drug stores, bagel or doughnut shops, and soda fountain shops.

(5) *Entertainment*: Entertainment venues including movie theatres, provided the total number of all movie screens does not exceed four; playhouses, comedy clubs, and jazz/music clubs.

(6) *Office*: Business offices including, but not limited to, software design firms, business consulting, security and commodity brokerage, general business offices, real estate sales, insurance sales, advertising, mailing and stenographic services, professional offices for lawyers, engineers, architects, doctors, dentists, psychiatrists, accountants, investment advisors, orthodontists, or other office related businesses.

(7) *Educational*: Private schools, and day-care centers.

(8) *Mixed-use*: buildings or structures containing any combination of single-family residences and other uses listed herein.

(9) Parking lots.

(10) Accessory buildings or uses as defined herein.

(11) Outside sales on the sidewalk of art, antiques, fruit, vegetables, flowers, plants, gifts and souvenirs.

(12) Outdoor seating areas for food, lodging or entertainment uses.

C. Permitted Uses with a Special Use Permit in Sub-Area 2 – The following uses may be permitted upon approval of a Special Use Permit as provided in the Land Development Code:

(1) Outside sales of cooked food and other items not listed under Permitted Uses.

(2) Automobile Sales, provided no more than two new vehicles are displayed outside in a public parking lot.

(3) Television and appliance repair service shop.

(4) Club, lodge or other fraternal organizations.

D. Prohibited Uses in Sub-Area 1 and Sub-Area 2 – The following uses shall be prohibited within this planned unit development:

(1) Drive-through commercial uses where patrons remain in automobiles.

(2) Vending machines, except within buildings.

(3) Retail uses containing more than 30,000 square feet of floor area per certificate of occupancy.

- (4) Industrial and manufacturing businesses that create noise, vibration or obnoxious odors.
- (5) Kennels.
- (6) Terminals or depots for large-scale storage or distribution of goods.
- (7) Scrap yards for the processing or storage of waste materials.
- (8) Automotive repair businesses.
- (9) Telemarketing office with over 20 employees.
- (10) Uses not listed herein shall be considered by following the procedures outlined in the Colleyville Land Development Code for new and unlisted uses.

3. PLATTING AND SITE PLANS

- A. Prior to the issuance of any development permits within this PUD-C and as a condition to the development of the subject property, the developer shall obtain approval of a final plat of the property in accordance with the procedures and requirements of the Colleyville Land Development Code.
- B. Prior to the issuance of any building permits within this PUD-C and as a condition to the development of the subject property, the developer shall obtain approval of a site plan in accordance with the requirements of the Colleyville Land Development Code.

4. LOT REQUIREMENTS AND SETBACKS

- A. Sub-Area 1 of this planned unit development shall be subject to the lot requirements and setbacks contained in the CC1 Village Retail zoning district of the Colleyville Land Development Code.
- B. Sub-Area 2 of this planned unit development shall be subject to the lot requirements and setbacks contained in the following table:

General Lot Criteria		
<i>Lot Dimensions</i>	Min. Area	2,600 s.f.
	Max. Area	5 acres
	Min. Lot Coverage	30%
	Max. Lot Coverage	90%
<i>Setbacks</i>	Front	0' min – 15' max.
	Side	0' min – 15' max.
	Rear – Main Bldg.	4' min.
	Rear – Accy. Bldg.	4'

	The one-half story above third floor shall not exceed 400 s.f.
--	--

5. GENERAL DEVELOPMENT STANDARDS

- A. Sidewalks – The developer shall construct a five (5) foot wide sidewalk adjacent to Pleasant Run Road, unless funds are escrowed with the City for future construction of these improvements.
- B. Garages/Accessory Buildings – The walls of the buildings shall be 100% masonry, constructed of similar materials as the building on the same building site and shall cover no more than 20% of the building site area, and they may be connected to the main building by an enclosed walkway. These buildings shall comply with all other requirements in this ordinance.
- C. Building Exteriors – The exposed exterior walls of each building must contain 100% masonry. For purpose of this ordinance, masonry shall consist of any combination of brick, stone, faux-stone, stucco or faux-stucco.
- D. Landscaping
- (1) Sub-Area 1 shall comply with the requirements of Chapter 4 Landscaping and Buffering of the Colleyville Land Development Code.
- (2) Sub-Area 2 shall be exempt from *Chapter 4 Landscaping and Buffering* of the Colleyville Land Development Code. The owners of each building site shall be required to install and maintain a 24" wide planting area (at least 8 feet long) in the setback between their building and the sidewalk. The owners of the ground floor levels of these buildings shall be required to plant, irrigate and maintain flowers, vines or shrubs in those areas. All sidewalks six feet or wider in the project shall have tree planter islands spaced every thirty to thirty-five feet. Approved trees shall include Shumard Red Oaks, Sweet Gums, Burr Oaks, Live Oaks, Bald Cypress, Loblolly Pines, Cedar Elms and Chinese Pistachio. In addition, any roof terraces shall contain at least two irrigated, potted shrubs or trees. Building site owners shall plant and maintain one approved tree in their backyard.
- E. Roofing – If a flat roof is constructed, all sides of the building shall have a mansard or built-up parapet wall roof at least four feet (4') in height, which shall simulate the look of a pitched roof from street

level. If a roof terrace is constructed, then railings may be used which must be constructed of wrought iron or masonry balustrades.

- F. Balconies – Balcony railings must be constructed of wrought iron or masonry balustrades.
- G. Building Design Requirements – Buildings within this planned unit development shall be subject to the requirements of Chapter 6 Building Design of the Colleyville Land Development Code.
- H. Exterior Building Lighting – Buildings may be lit with wall washer type lights, natural gas lamps, or low wattage decorative electric lamps.
- I. HVAC Systems – All air-conditioning condenser units must be hidden from street view or placed on the roof.
- J. Backyard Walls – Walls shall be constructed of 100% masonry materials or ornamental iron fencing. Any gates must be constructed of ornamental iron.
- K. Awnings – Buildings with commercial uses on the ground level shall install awnings over all windows on the ground level that front public sidewalks.
- L. Sidewalk Amenities – Other than the trees and other landscaping, the following amenities may be included in the sidewalk areas: bicycle racks, benches, bulletin boards, drinking fountains, underground electric outlets for sidewalk vendors, chess and checkers tables, and water fountains.
- M. Street Lights - The street lights may be either gas or electric and shall be installed on the sidewalks and be of a style which compliments that architectural style of the project's buildings.
- N. Dumpster Screening – All freestanding dumpsters shall be screened on all four sides with an opaque closure measuring to a height at least six (6) inches above the top of the dumpster. A dumpster located in an alley on the perimeter of the project shall be screened from view on all sides with an opaque enclosure or building niche measuring at least six (6) inches above the top of the dumpster. The building niche shall be constructed of material that matches the building.
- O. Limitation on Late Night Hours of Operation – Businesses located

within this planned unit development shall close not later than 12:00 a.m. on weekdays and Sundays, and 2:00 a.m. on Fridays and Saturdays.

6. ENCROACHMENTS AND USE OF PUBLIC RIGHT-OF-WAY

Due to the unique nature of this planned unit development, the encroachments of buildings and architectural features into the public right-of-way and certain uses within the public right-of-way, stated herein in Section 6, shall be allowed within this planned unit development and shall be exceptions to the requirements of the Land Development Code. All encroachments, including temporary structures, must maintain a forty-eight (48") inch pedestrian right-of-way and comply with all other ADA regulations. In addition, any encroachments shall ensure a twenty-four (24") inch sight line.

- A. Encroachments Below Grade - Approval by the Director of Public Services of a Right-of-way Permit is required for any building encroachments below grade. No encroachments shall exceed eighteen (18") inches.
- B. Encroachments Of Architectural Features Above Grade - Approval by the Building Inspection Department is required for any encroachment of architectural features above grade, provided such encroachments comply with the standards contained in the following table and local building and fire codes:

Right-of-way Encroachment Standards	
Type of Encroachment	Maximum Allowable Encroachment
Bay Windows	18 inches with max. 7 foot length, 3 feet min. spacing & one bay window per 15 feet of site frontage
Awnings & canopies	80% of sidewalk width, 8 feet clearance over pedestrian area & 14 feet clearance over vehicle area
Signs	66% of sidewalk width, 8 feet clearance over pedestrian area & 14 feet clearance over vehicle area
Lights	If the light encroaches 12 inches or less, it may be mounted at any height on the building façade. From 8 feet to 11 feet above grade, one additional inch of encroachment shall be required for each inch of clearance above 8 feet, not to exceed 48 inches of encroachment. Encroachments over 12 inches require 8 feet clearance over pedestrian areas & 14 feet clearance over vehicle areas, and shall not encroach beyond 48 inches
Eaves, cornices and balconies	From 8 feet to 15 feet above grade, one inch of encroachment for each inch of clearance above 8 feet not to exceed 48 inches of encroachment. Encroachments 15 feet or more above grade shall have 8 feet of clearance over pedestrian area & 14 feet clearance over vehicle area and shall not encroach beyond 6 feet

- C. Temporary Structures In Public Right-Of-Way – The temporary use of sidewalk areas located within a public right-of-way shall be allowed for the following types of temporary structures: planter boxes, benches, sandwich board signs, retail merchandise, and four

(4) tables with chairs. Use of the public right-of-way for retail merchandise shall be limited to business hours.

- D. Outdoor Eating Areas On Public Sidewalks – The use of a public sidewalk as an outdoor eating area containing more than four tables shall be permitted only with approval of a Special Use Permit by the City Council.

7. ADVERTISING SIGNS

- A. Buildings in Sub-Area 1 shall be subject to the requirements of Chapter 7 Sign Regulations of the Colleyville Land Development Code.

- B. Buildings in Sub-Area 2 may contain the types of signs listed below. Signs shall not be internally lit. Signs may be front-lit with lights that do not create an unreasonable glare on adjacent buildings.

(1) Wall Signs – The size of a wall sign shall be limited to the size of the building wall it is attached to: either 10 percent of the wall area or 1.5 square feet for each linear foot of the building's wall, whichever is less.

(2) Projecting Signs – Projecting signs may not exceed twenty (20) square feet in size, with a clearance of at least eight feet above ground level.

(3) Awning Signs – Individual letters on awning signs shall not exceed twelve (12) inches in height.

(4) Window Signs – Food and Lodging and Entertainment uses may use internally lit window signs (made of decorative neon) inside of their businesses. Any business shall be limited to a maximum of two window signs. Internally lit box signs shall not be permitted.

(5) Grand Opening Signs – When a certificate of occupancy has been issued for a new business and within one (1) year thereafter, one (1) Grand Opening Sign permit shall be allowed to advertise the new business. On-site signs may include either a banner or pennant, which may be in addition to any other legal sign allowed by the Land Development Code. Height and area of such signs shall be limited to the applicable regulations for the sign classification. In addition to the on-site Grand Opening Sign, a temporary sign may be placed off-premises with the permission of the property owner. The permit holder shall be the responsible party for compliance with the Grand Opening Sign Permit regulations. A Grand Opening Sign permit shall not be valid for more than sixty (60) days. No permit fee shall be required for a Grand Opening Sign permit. After the

expiration of the initial sixty (60) day period, a business may request sixty (60) day extensions during the one (1) year period, subject to approval of the City Council.

(6) Sandwich Board Signs – One (1) temporary Sandwich Board sign shall be allowed per business, provided such sign does not exceed forty-eight inches (48") high and thirty-six inches (36") wide and is located in front of the business site. Sandwich Board Signs may be placed in front of another business site with the approval of that business owner. For the purpose of this regulation, Sandwich Board signs shall include easels and podiums.

8. PARKING REQUIREMENTS

The parking requirements for this planned unit development shall be as follows:

- A. Parking spaces shall consist of a combination of parking spaces provided on the street, on each building site, within a parking garage or in an open parking lot.
- B. Residential Uses – The parking requirements for residential units shall be as follows:
 - (1) *Ground Floor* – When a primary residence is located on the ground floor, two (2) parking spaces shall be provided on the same building site as the dwelling unit and one additional on-site parking space if the building site contains an ancillary residential unit.
 - (2) *Upper Floor* – When a primary residence is located on an upper floor, two (2) parking spaces shall be provided either on the same building site as the residence or in a parking lot or parking garage located within 400 feet of the residence. Said parking spaces shall not have been used in calculating parking needs for any other residence or use within the planned unit development.
- C. Non-Residential Uses – The parking requirements for non-residential uses shall be at a ratio of one (1) parking space per 400 square feet of floor area. Parking spaces shall either be located on the building site, in a parking lot, or in a parking garage. Said parking lot or parking garage shall be located within 400 feet of the use requiring the parking space. Said parking spaces shall not have been used in calculating the parking needs for any other use within the planned unit development.
- D. Parking Space Records Retention – When off-site parking spaces are provided to satisfy the parking requirements of this ordinance, the City of Colleyville Community Development Department shall maintain records of the number of parking spaces used in calculating

parking needs for each building site and no building permit shall be issued for a structure for which adequate parking is not included with the building permit application.

9. SUPPLEMENTARY REQUIREMENTS

- A. Park Land Dedication Fees – Payment of park land dedication fees at the rate applicable at the time of building permit shall be due and payable when a building permit is issued for each non-residential structure or primary single-family dwelling unit.
- B. Impact Fees – Payment of impact fees at the rate applicable at the time of building permit shall be due and payable when a building permit is issued for each non-residential structure or primary single-family dwelling unit.

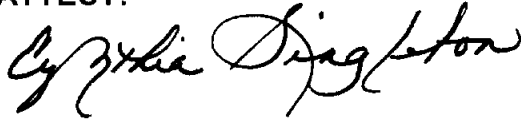
- Sec. 4. THAT any person, firm or corporation violating any of the provisions of this ordinance as read together with the Land Development Code of the City of Colleyville shall be guilty of a misdemeanor and upon conviction thereof shall be fined a sum not to exceed Two Thousand Dollars (\$2,000.00). Each and every day such violation continues shall constitute a separate offense and shall be punishable as such.
- Sec. 5. THAT the Land Development Code of the City of Colleyville, Texas, shall remain in full force and effect, except where amended by this ordinance.
- Sec. 6. THAT, the City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternate method of publication provided by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of February 2004.

The second reading and public hearing being conducted on the 17th day of February 2004.

ATTEST:



Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE



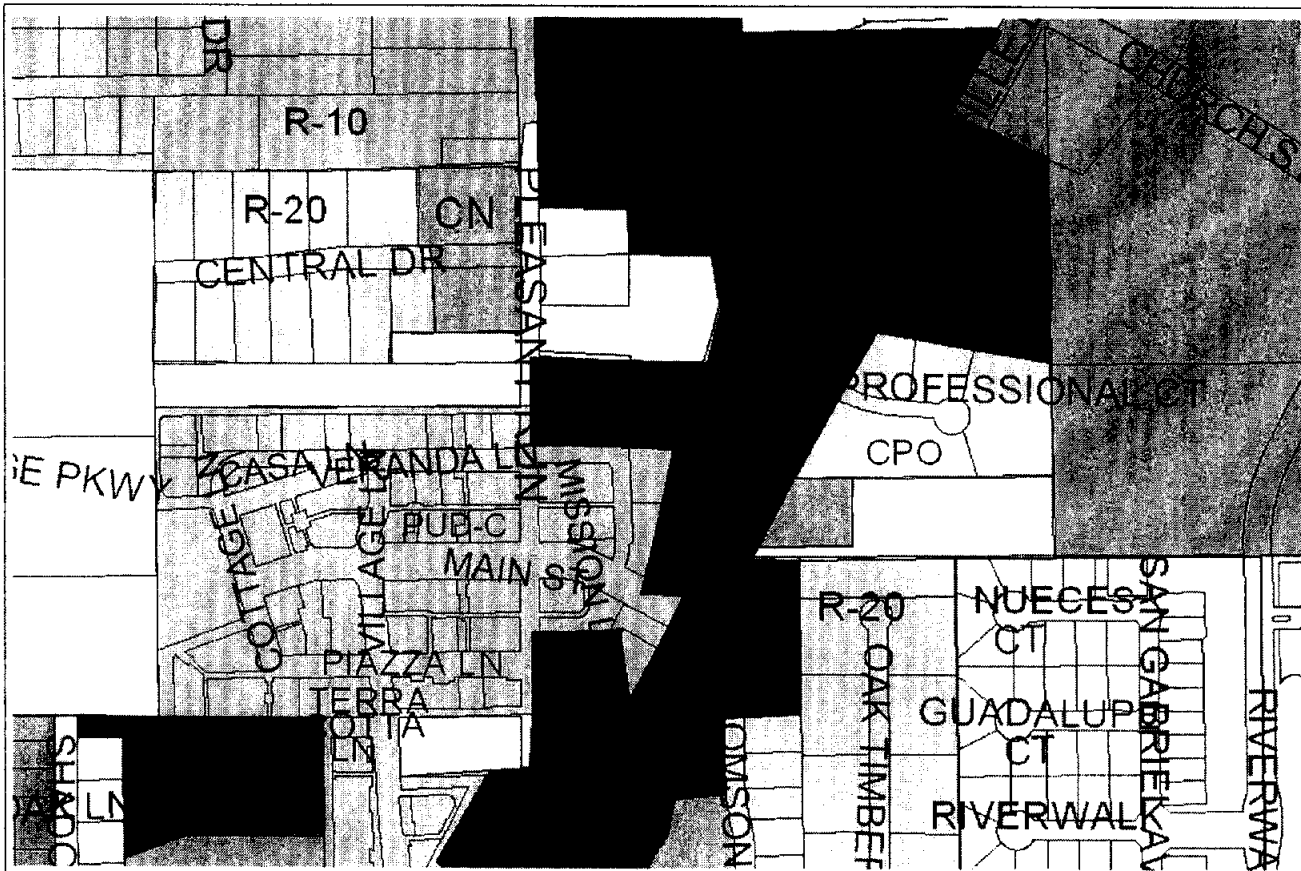
Joe Hocutt
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

Exhibit A – Zoning Map



Zoning Map - Z04002

Exhibit B – Metes and Bounds Description

Being Lot G and a portion of Lots F and H, E.M. Thompson Subdivision, in the City of Colleyville, Tarrant County, Texas, according to plat recorded in Volume 388-K, Page 197, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch steel rod set capped T. Vogt in the east right-of-way line of Pleasant Run Road, and being for the southwest corner of Lot G of said subdivision;

THENCE North 00 degrees 00 minutes 00 seconds West along said right-of-way line, at 120.0 feet the northwest corner of said Lot G, continuing along the west line of Lot H, said addition, for a total distance of 220.0 feet to a ½ inch steel rod found;

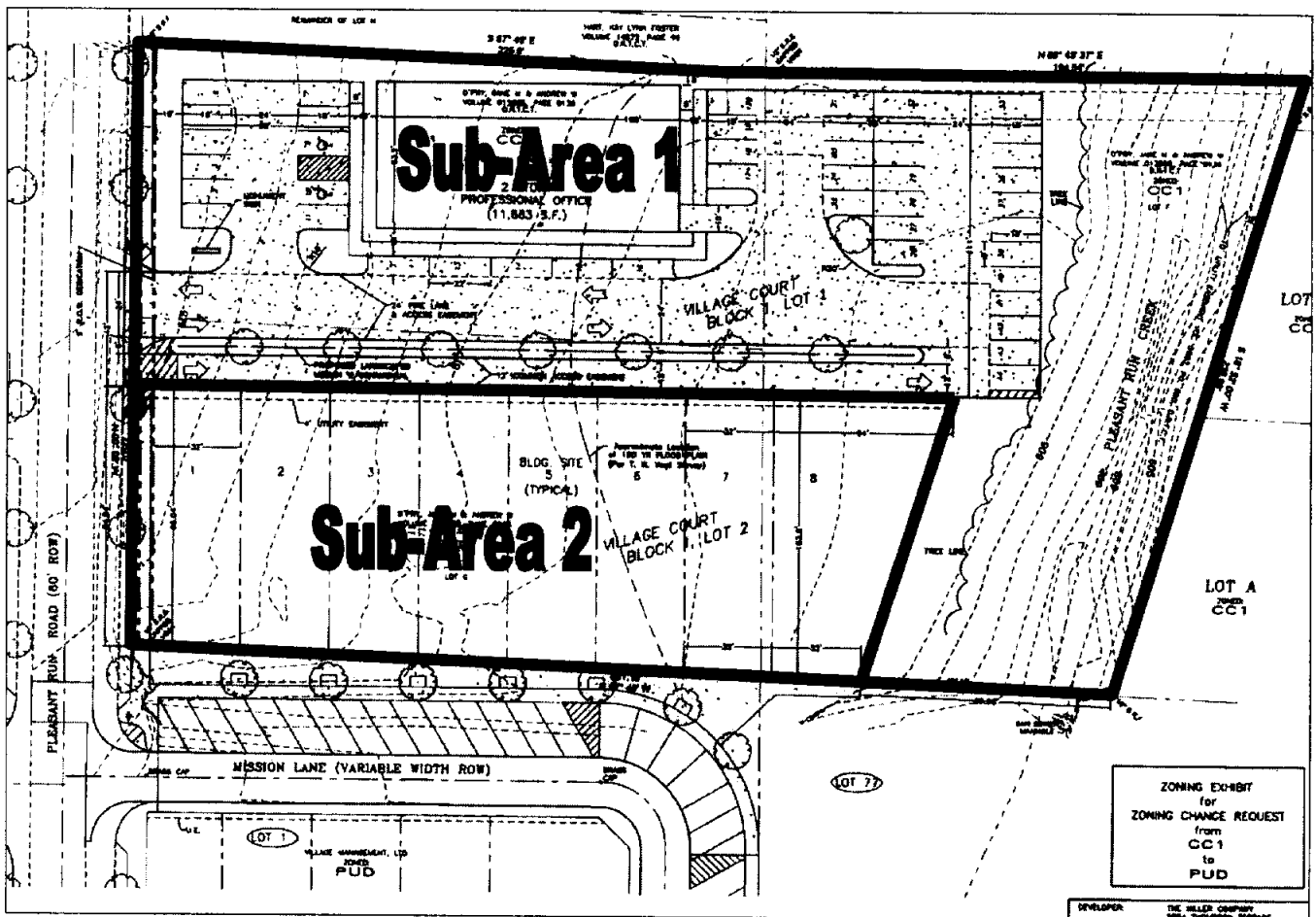
THENCE South 87 degrees 45 minutes East 225.0 feet to a ½ inch steel rod set capped T. Vogt for a corner in the east line of said Lot H and in the west line of said Lot F;

THENCE North 89 degrees 43 minutes 37 seconds East, 194.54 feet along the southerly line of a tract recorded in Volume 11546, Page 2304, Deed Records, Tarrant County, Texas, to a ½ inch steel rod set capped T. Vogt for corner in the easterly line of said Lot F;

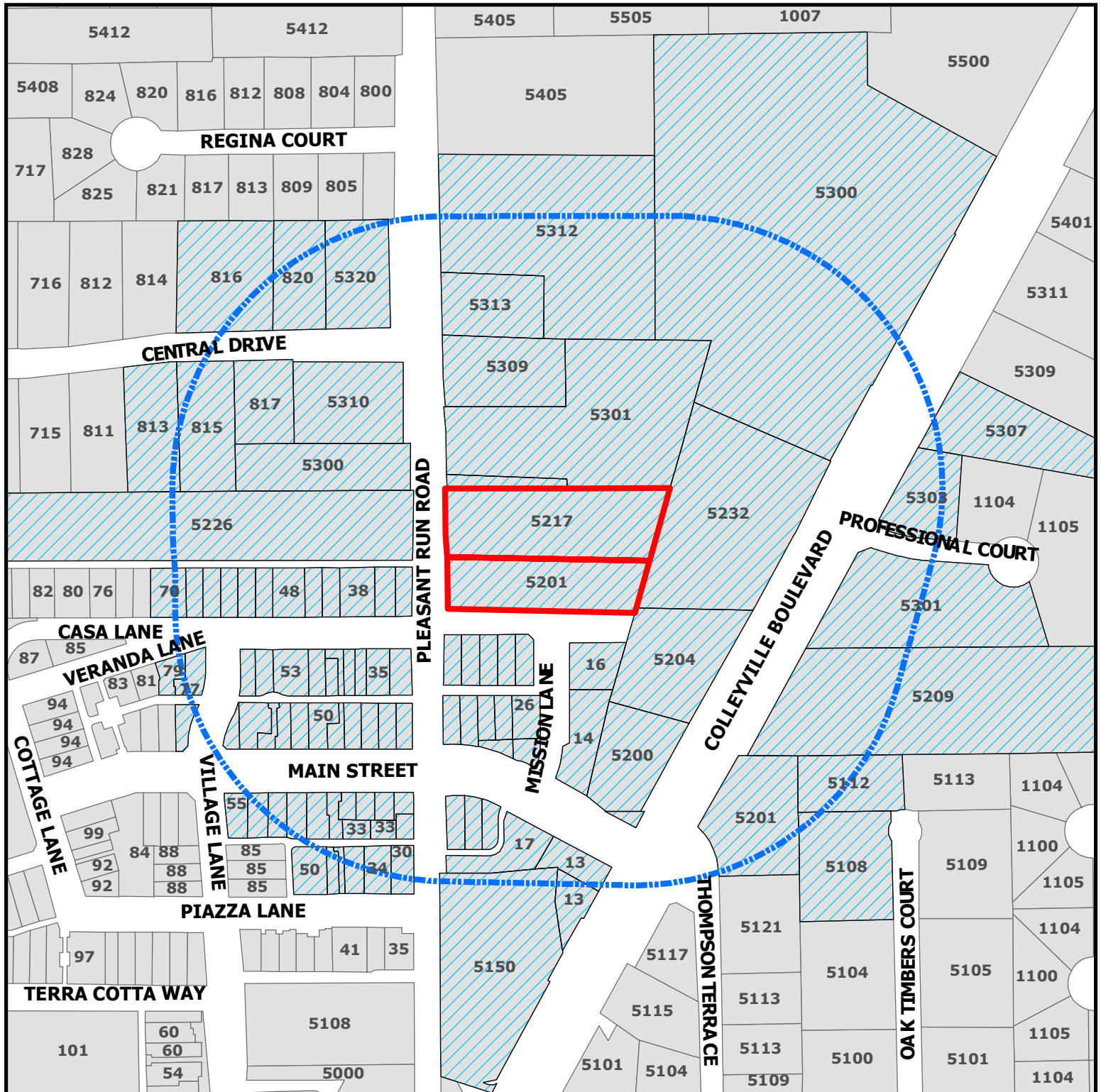
THENCE South 16 degrees 52 minutes West, 235.98 feet along the easterly line of said Lot F to a ½ inch steel rod found for the southeast corner of said Lot F;

THENCE North 87 degrees 45 minutes West, at 126.16 feet the southwest corner of Lot F, and the southeast corner of Lot G, continuing for a total distance of 351.16 feet to the **POINT OF BEGINNING** and containing 85,255 square feet of land, more or less.

Exhibit C – Conceptual Site Plan



Notification Map

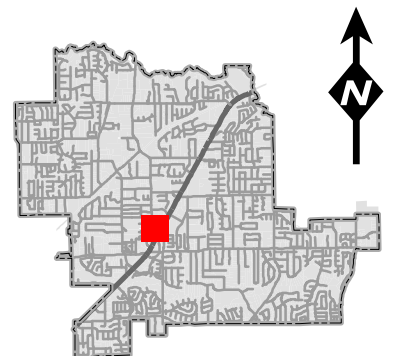


ZC21-010

5217 and 5201 Pleasant Run Road

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

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	58 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
BURDETTE, MARK L	77 VERANDA LN	COLLEYVILLE, TX	76034	64 VERANDA LN # 411
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
GROFFMAN, STEVEN	815 CENTRAL DR	COLLEYVILLE, TX	76034	815 CENTRAL DR
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	34 VERNADA LN # 210	COLLEYVILLE, TX	76034	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	42 PIAZZA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	16 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
ZAKHARY, ADEL	42 VERANDA LN STE 110	COLLEYVILLE, TX	76034	42 VERANDA LN # 111
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 PRNTS 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
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
BOBBY MOORE FAMILY LP	6113 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	46 PIAZZA LN # 36 110
BAJRAM & RUZDI INVESTMENTS LLC	206 MILL WOOD DR	COLLEYVILLE, TX	76034	5150 COLLEYVILLE BLVD
GILLILAND, DOUGLAS H	9285 HUNTINGTON SQ # 100	NORTH RICHLAND HILLS, TX	76182	55 MAIN ST
BURDETTE, DONNA E	77 VERANDA LN	COLLEYVILLE, TX	76034	77 VERANDA LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 210
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	48 VERANDA LN
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5312 COLLEYVILLE BLVD
LALA FAMILY TRUST	816 CENTRAL DR	COLLEYVILLE, TX	76034	816 CENTRAL DR
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
DS & RS PROPERTIES LLC	2421 ARBOR GATE LN	COLLEYVILLE, TX	76034	5320 Pleasant Run RD
KREIDER, LORRAINE	79 VERANDA LN	COLLEYVILLE, TX	76034	79 VERANDA LN
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
SUNDER HOLDINGS LLC	11464 HARRY HINES BLVD	DALLAS, TX	75229	5201 COLLEYVILLE BLVD
FEAGAN, 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
TURNER, LORI	62 VERANDA LN	COLLEYVILLE, TX	76034	62 VERANDA LN # 311
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
VILLAGE JV LLC	610 DEFOREST CT	COPELL, TX	75019	76 MAIN ST
C & S SKY BLUE CORPORATION	2127 SERENE CT	KELLER, TX	76248	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
KRAFTHOEFFER, ASHLEY	38 PIAZZA LN	COLLEYVILLE, TX	76034	38 PIAZZA LN # 37 310
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	20 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
NORWOOD, TODD	6404 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	68 VERANDA LN # 611
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
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	53 VERANDA LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
LFA PROPERTIES LLC	7904 SHEFFIELD CT	NORTH RICHLAND HILLS, TX	76182	
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
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5313 PLEASANT RUN RD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
CLARKE PRODUCTS INC	820 CENTRAL DR	COLLEYVILLE, TX	76034	820 CENTRAL DR
BETHEL METHODIST CHURCH OF NOR	5310 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5310 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	70 CASA LN
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
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
DDK REAL ESTATE INV LLC	7212 THAMES TRL	COLLEYVILLE, TX	76034	5204 COLLEYVILLE BLVD
BELL, WILLIAM M	60 VERANDA LN # 210	COLLEYVILLE, TX	76034	60 VERANDA LN # 210
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 211
GBC CAPITAL LLC	PO BOX 121	COLLEYVILLE, TX	76034	44 VERANDA LN
PITTS, REX A	66 VERANDA LN	COLLEYVILLE, TX	76034	66 VERANDA LN # 510
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
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	50 PIAZZA LN
BARNARD PARTNERS XIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	5301 COLLEYVILLE BLVD
CAREW, PAT	2106 STONEHAVEN DR	COLLEYVILLE, TX	76034	5108 OAK TIMBERS CT
GABLE, MICHAEL	813 CENTRAL DR	COLLEYVILLE, TX	76034	813 CENTRAL DR
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
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	43 MAIN ST
FIGUEROA FAMILY REVOCABLE TRUS	817 CENTRAL DR	COLLEYVILLE, TX	76034	817 CENTRAL DR
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
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 112
WILLIAMS, ALFLOYD	33 MAIN ST 210	COLLEYVILLE, TX	76034	33 MAIN ST
XU, SHENG	2113 BRENTCOVE DR	GRAPEVINE, TX	76051	33 MAIN ST
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX	76034	33 MAIN ST
MCR VENTURES LLC	3716 BLOSSOM HEATH RD	DAYTON, OH	45419	33 MAIN ST
TULLY, SUSAN	33 MAIN ST # 240	COLLEYVILLE, TX	76034	33 MAIN ST
ISBELL, STEVE E	5112 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5112 OAK TIMBERS CT
COLLEYVILLE HEIGHTS	825 REGINA COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
RIVERWALK AT COLLEYVILLE	P.O. BOX 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
SPICER, TAMARA L	90 CASA LANE	COLLEYVILLE, TX	76034	APPLICANT



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, April 12, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, May 4, 2021 & Tuesday, May 18, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from PUD-C Planned Unit Development – Commercial zoning district to RE Single Family ‘Estate’ Residential zoning district. The purpose of the request is to allow for the development of one (1) new single-family residential home. No new lots are proposed.

Zoning Case: ZC21-010

Applicant: Tamara L. Spicer

Owner: South Bowie Investment Partners, LP

Location: 5217 & 5201 Pleasant Run Road

Property Description: Lot A1 & A2, Block 1, Village Court

Present Zoning: PUD-C Planned Unit Development-Commercial

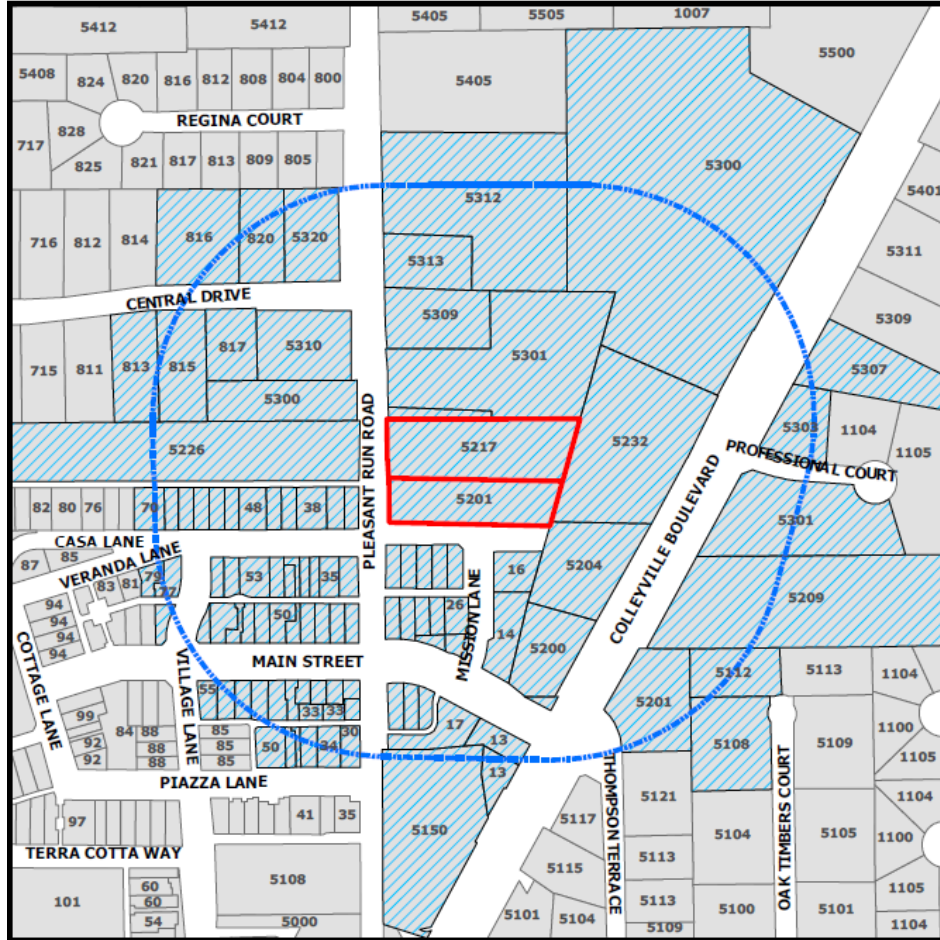
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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-21-2163

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.93 ACRES BEING, LOTS 1A & 2A, BLOCK 1, IN THE VILLAGE COURT ADDITION, LOCATED AT 5217 & 5201 PLEASANT RUN ROAD, FROM THE PUD-C PLANNED UNIT DEVELOPMENT – COMMERCIAL TO THE RE SINGLE-FAMILY 'ESTATE' RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning of the property from PUD-C Planned Unit Development - Commercial to RE Single Family 'Estate' Residential district for Case No. ZC21-010; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

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

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from PUD-C Planned Unit Development – Commercial to RE Single-Family 'Estate' Residential district on 1.93 acres, being Lots 1A & 2A, Block 1,

Village Court, located at 5217 & 5201 Pleasant Run Road as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

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

1. As depicted in the attached Exhibit "A" and Exhibit "B".

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of June 2021.

The second reading and public hearing being conducted on the 15th day of June 2021.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____
ABSTENTIONS ON THIS THE 15TH DAY OF JUNE 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

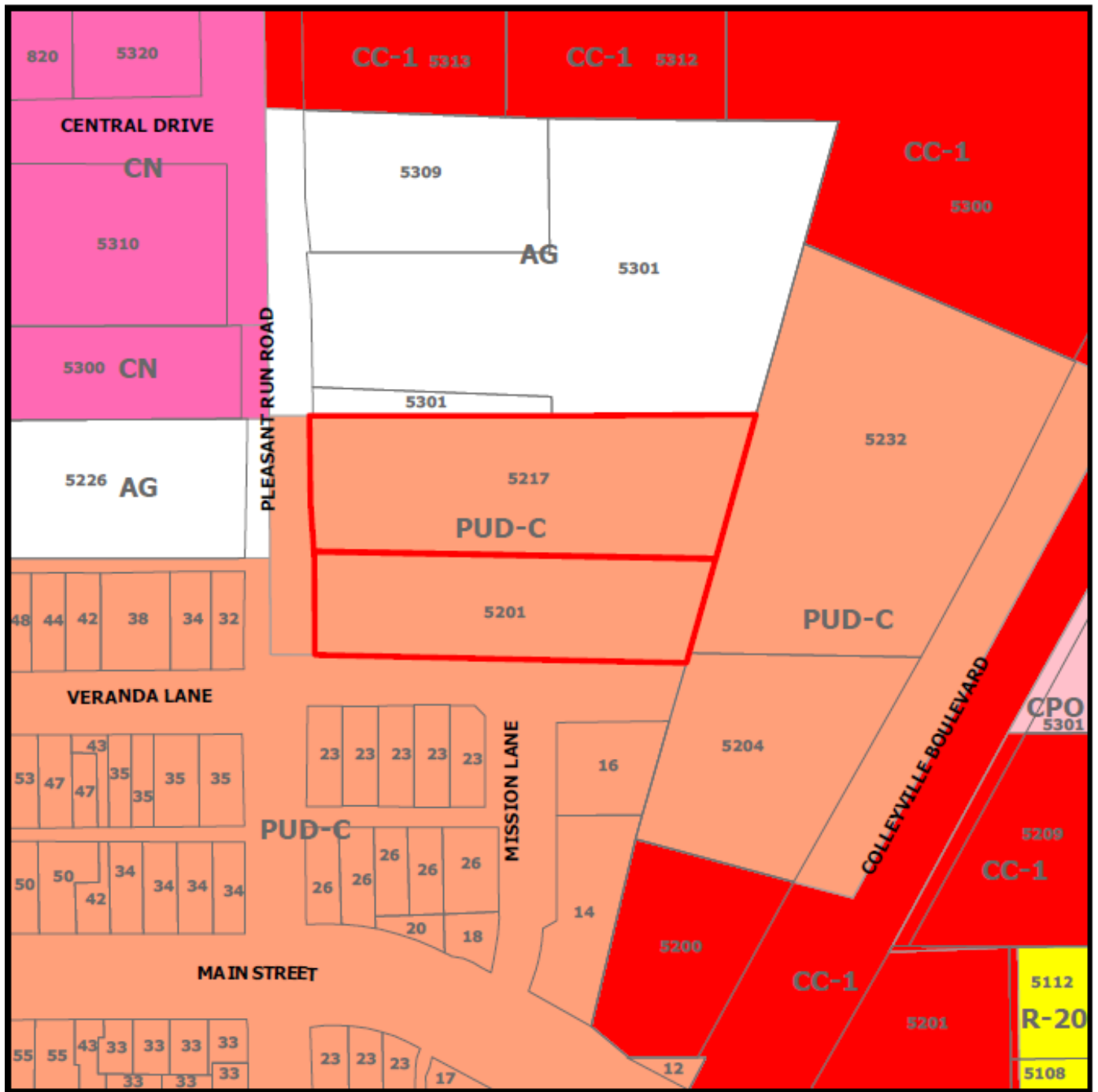
Christine Loven, TRMC
City Secretary

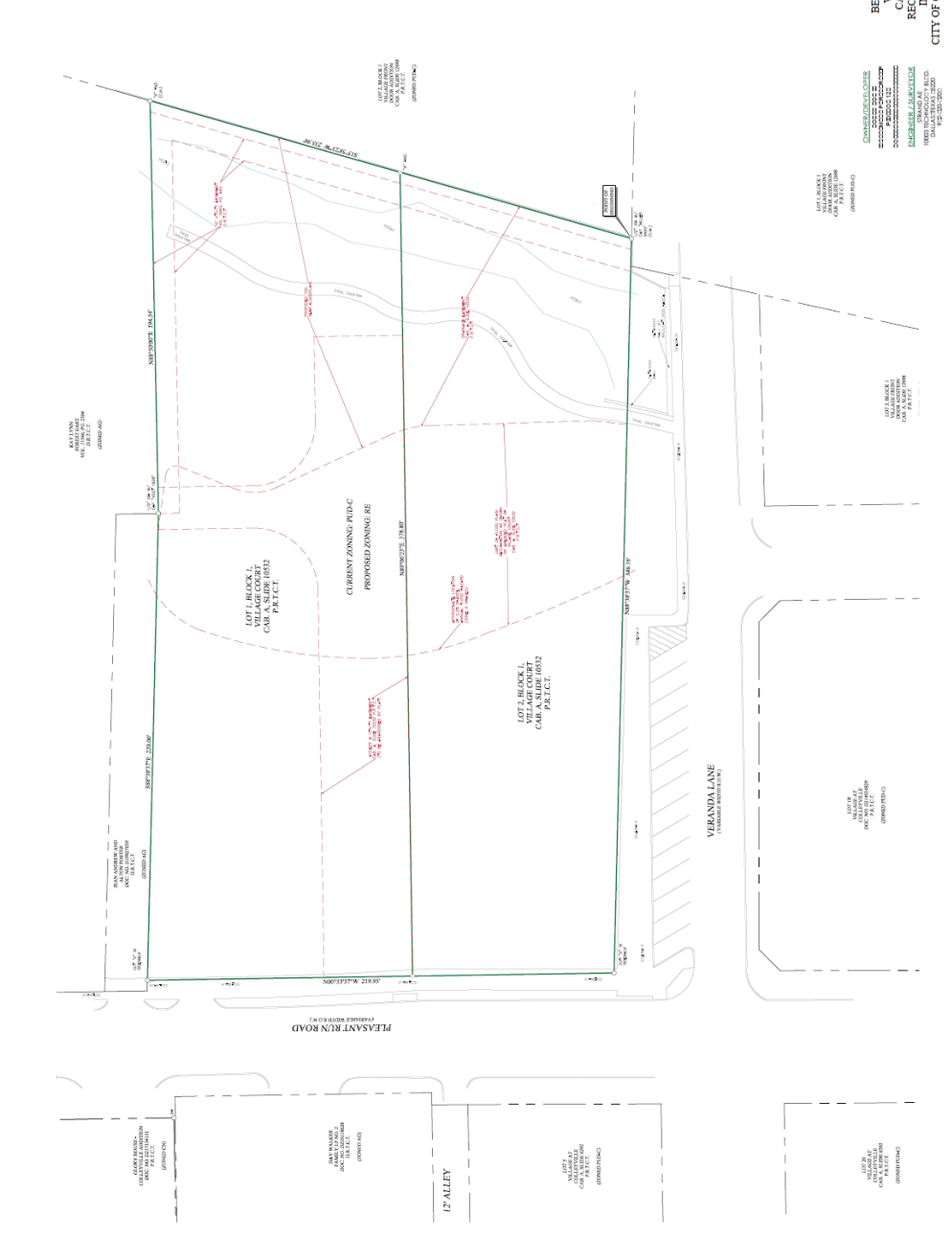
Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map



[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 6/15/2021

Number Ordinance O-21-2159

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to PUD-C Planned Unit Development-Commercial zoning district on Tract 2C03, Abstract 206, BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC21-003

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

Second Reading and Public Hearing

The item was tabled at the April 20, 2021 meeting to the May 4, 2022 meeting to allow the applicant time to make adjustments to the proposed request.

The applicant was present at the 1st reading to answer questions about the project. The City Council expressed concerns about the building design and the roof sign. The possibility of a monument sign within the Old Glade Road right-of-way was discussed.

First Reading and Public Hearing

Robbie Killingsworth, the applicant, has submitted a request to rezone from Planned Unit Development – Commercial district to PUD-C Planned Unit Development – Commercial district for the property known as Tract 2C03, Abstract 206, BBB & C RY Survey, being approximately 0.46 acres, and addressed as 4917 Colleyville Boulevard. The purpose is to allow for a 845 s.f. drive-thru coffee shop with 1,020 s.f. of outside covered patio.

Existing Conditions/Background: The subject property is currently an unplatted 0.46 acre tract known as Tract 2C03, Abstract 206, in the BBB & C RY Survey. The current zoning of CC-1 Village Retail allows for retail commercial uses. The applicant proposes to develop the property into a restaurant (coffee shop) with a drive-thru along Colleyville Boulevard, which is not allowed in the CC-1 district.

Purpose: The purpose of a Planned Unit Development (PUD) is to provide for greater flexibility and discretion in the approval of residential, non-residential and mixed use developments by encouraging creative, efficient and aesthetically desirable residential and commercial projects that are superior to what could be accomplished in other

zoning districts. This may be through the use of increased open spaces and greenbelts or by providing enhanced amenities or features within the development that will be of special benefit to the property owners or to the community.

Proposed PUD-C Ordinance:

Request – The applicant requests to change zoning to the PUD-C district to allow for a 845 s.f. drive-thru coffee shop with a covered patio seating area of 1,020 s.f. for a total lot coverage of 1,856 s.f.

Analysis: The subject property complies with most of the minimum physical requirements described for the requested PUD-C designation. This request fits into a recent trend of commercial development along Colleyville Boulevard. Approval of this PUD would mean an approval of the drive-thru restaurant use for this property.

The following regulations from the proposed PUD-C ordinance are proposed and would differ from the requirements of the Land Development Code.

- Permitted uses being subject to the CC-1 Village Retail uses
- Allowance for a drive-thru restaurant for 151 Coffee
- There is a required 20' of landscaping along Colleyville Boulevard. The applicant is requesting no landscaping as a condition of the PUD Ordinance.
- The proposed red color is not a neutral color and will be recognized as a condition of the PUD Ordinance.
- The horizontal and vertical articulation of all elevations vary from the requirements of Chapter 6. The building is non-compliant on all elevations.
- The outdoor seating area is considered in calculating the required number of parking spaces and makes the parking requirement 19 parking spaces; 15 proposed parking spaces are recognized as a condition of the PUD Ordinance.
- The maximum impervious coverage to vary from the CC-1 Village Shopping Center district requirement of 80% to 96.27% and be recognized as a condition of the PUD Ordinance.

Plat Status: The property is unplatted and is recognized as Tract 2C03, Abstract 206, BBB & C RY Survey. A formal plat will be required prior to building permits being issued.

DRC Review: The Development Review Committee reviewed the request at their February 18, 2021 meeting and the following comments were provided to the applicant:

1. Provide a Statement of Planning Objectives.
2. Provide a Development Schedule.

3. Provide Economic Development Information per the Zoning Application.
4. Provide a landscaping plan for review.
5. There is a required 20' of landscaping along Colleyville Boulevard. It is 10' wide and this will be a condition of the PUD Ordinance.
6. Provide an elevation of the dumpster enclosure.
7. Additional site data is required: existing zoning is PUD-C; percentage of landscape area and non-landscape area; and percentage of lot coverage.
8. Provide the percentage of materials for the elevations. Chapter 6 of the Land Development Code requires 90% of the materials to be brick, native stone, cast stone.
9. The post for the covered patio is required to be clad in brick.
10. The proposed red color is not a neutral color and will be recognized as a condition of the PUD Ordinance.
11. The horizontal and vertical articulation of all elevations are required to meet Chapter 6 of the Land Development Code.
12. Provide information on lighting of the site.
13. Rename W. Glade Road to Old Glade Road.

Engineering Comments

At the time of platting, common access easements to the adjacent properties will be required for future development of off highway traffic circulation; site plan should be developed in a manor to facilitate this future traffic flow.

Fire Marshal Comments

1. Due to the Colleyville Boulevard Drive approach gone, a 24 ft. clear fire lane is required throughout the site. Traffic may not stack into the fire lane. The radius on the submittal is in conflict with the Land Development Code. If approved, the fire lanes are required to meet the LDC Standards. This includes existing concrete that does not meet the LDC standards.
2. Future comments may be needed when building plans are submitted for permitting.

Urban Forestry/Landscaping Comments

1. Please provide a Landscape Plan meeting Chapters 4 and 5 of the City's Land

Development Code.

2. Without seeing a plan, there are a few items to address.

- a. There is a required 20 ft. buffer inside the property line along Colleyville Boulevard. You cannot count the green space in the street right-of-way. Currently, you show zero buffer except a small area in the south corner.
- b. You will need 15-20% open space/landscape area, which doesn't look like it will be met.
- c. Any item not being met will need to be spelled out in the PUD language for consideration and approval by Planning and Zoning and City Council. The suggestion is getting as close as you can.

Second Submittal Review February 26, 2021

1. There is a required 20' of landscaping along Colleyville Boulevard. It is 10' wide and this will be a condition of the PUD Ordinance.
2. The proposed red color is not a neutral color and will be recognized as a condition of the PUD Ordinance.
3. The horizontal and vertical articulation of all elevations are required to meet Chapter 6 of the Land Development Code and will be recognized as a condition of the PUD Ordinance.
4. The outdoor seating area being attached to the building and makes the parking requirement 19 parking spaces; 15 proposed parking spaces to be recognized as a condition of the PUD Ordinance.
5. Verify the height of the dumpster enclosure is 8' in height.

Engineering Comments

At the time of platting, common access easements to the adjacent properties will be required for future development of off highway traffic circulation; site plan should be developed in a manor to facilitate this future traffic flow.

Fire Marshal Comments

1. Turning Radius – Fire lanes shall have a minimum inside turning radius of thirty (30) feet and a minimum outside turning radius of fifty (50) feet.
2. Construction Specifications – Fire lanes shall be constructed of seven (7) inch

concrete with #3 rebar on eighteen (18) inch centers on chairs over a modified subgrade as per the Geotechnical Soils Report; or seven (7) inch asphalt over a modified subgrade as per the Geotechnical Soils Report. The construction shall be capable of supporting a minimum of 75,000 pounds gross vehicle weight.

Urban Forestry/Landscaping Comments

1. Provide a landscaping plan for review.

Drainage: The lot currently has 100% impervious coverage and the changes proposed therefore do not affect the existing impact to adjacent properties.

Surrounding Development: Property immediately to the north has CC-1 Village Retail zoning and has developed with a commercial use. Property to the south has CC-1 Village Retail zoning and has developed with a restaurant use. Property to the west has CC-2 Shopping Center zoning and has developed primarily with commercial uses. Property to the east has CC-1 Village Retail zoning and has mostly developed with commercial uses.

Comprehensive Plan: The City's Comprehensive Plan, Destination Colleyville, designates the subject property and the property along Colleyville Boulevard as part of the Colleyville Boulevard Corridor for future commercial use. The Land Development Code only allows a restaurant with a drive-thru in the CC-2 Shopping Center zoning district. The proposed rezoning request complies with the commercial land use designation stated in 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 a PUD-C zoning change. The proposed ordinance recognizes the challenges of the site along with the use of a drive-thru restaurant fitting into the Colleyville Boulevard Corridor. Staff attempted to identify the areas where not in compliance with the Land Development Code.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request as presented at their March 8, 2021 meeting by a vote of 6-0.

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. Site Plan
5. Building Elevations
6. Drainage Plan
7. Notification Map
8. Notification List
9. Property Owner Notification
10. Ordinance O-21-2159

Aerial Map

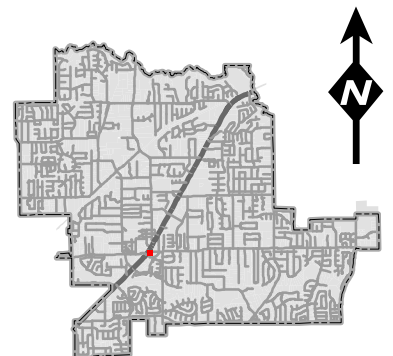


ZC21-003
4917 Colleyville Blvd

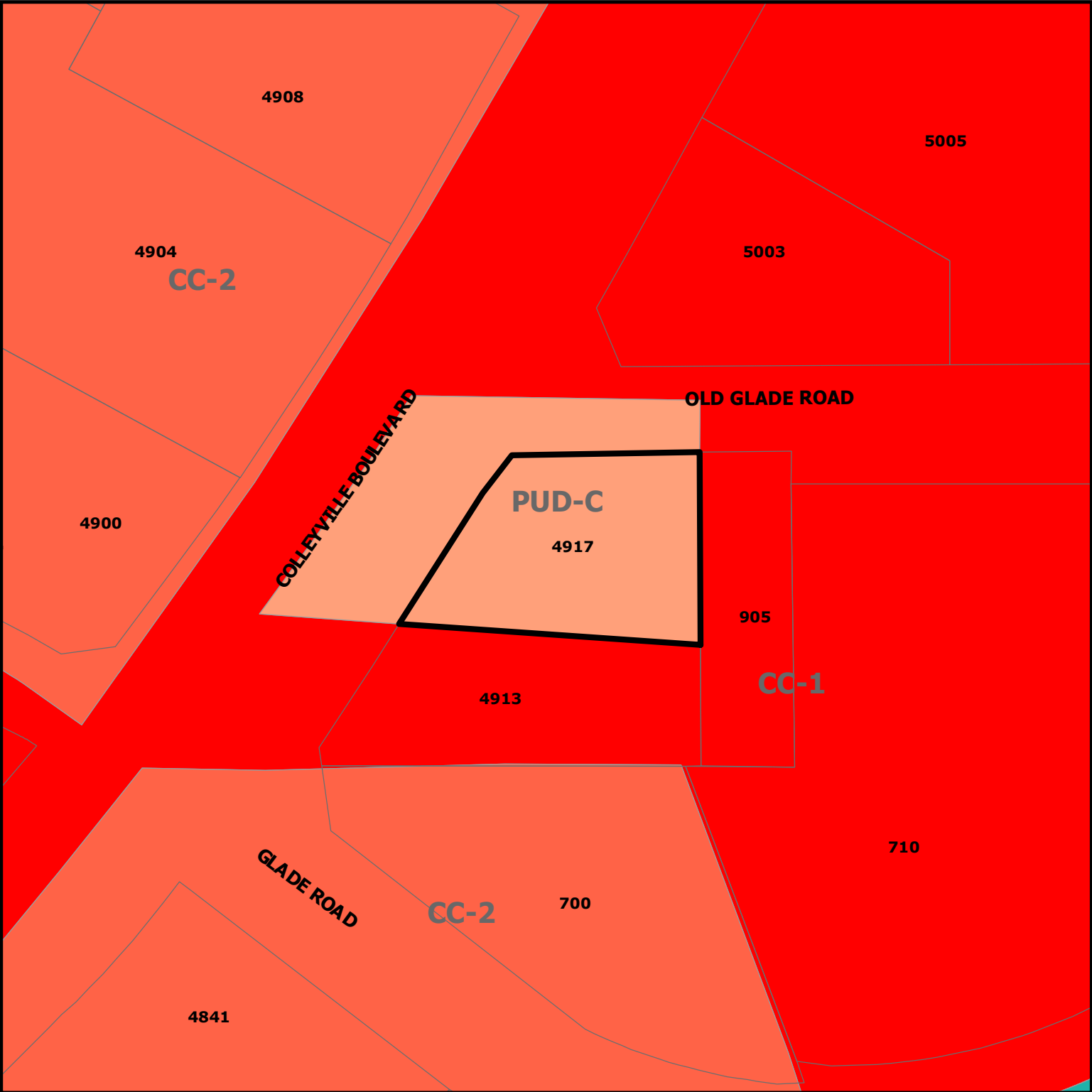
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Subject Property



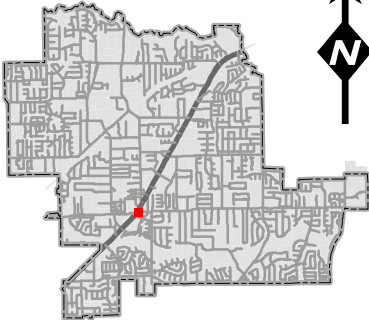
Zoning Map



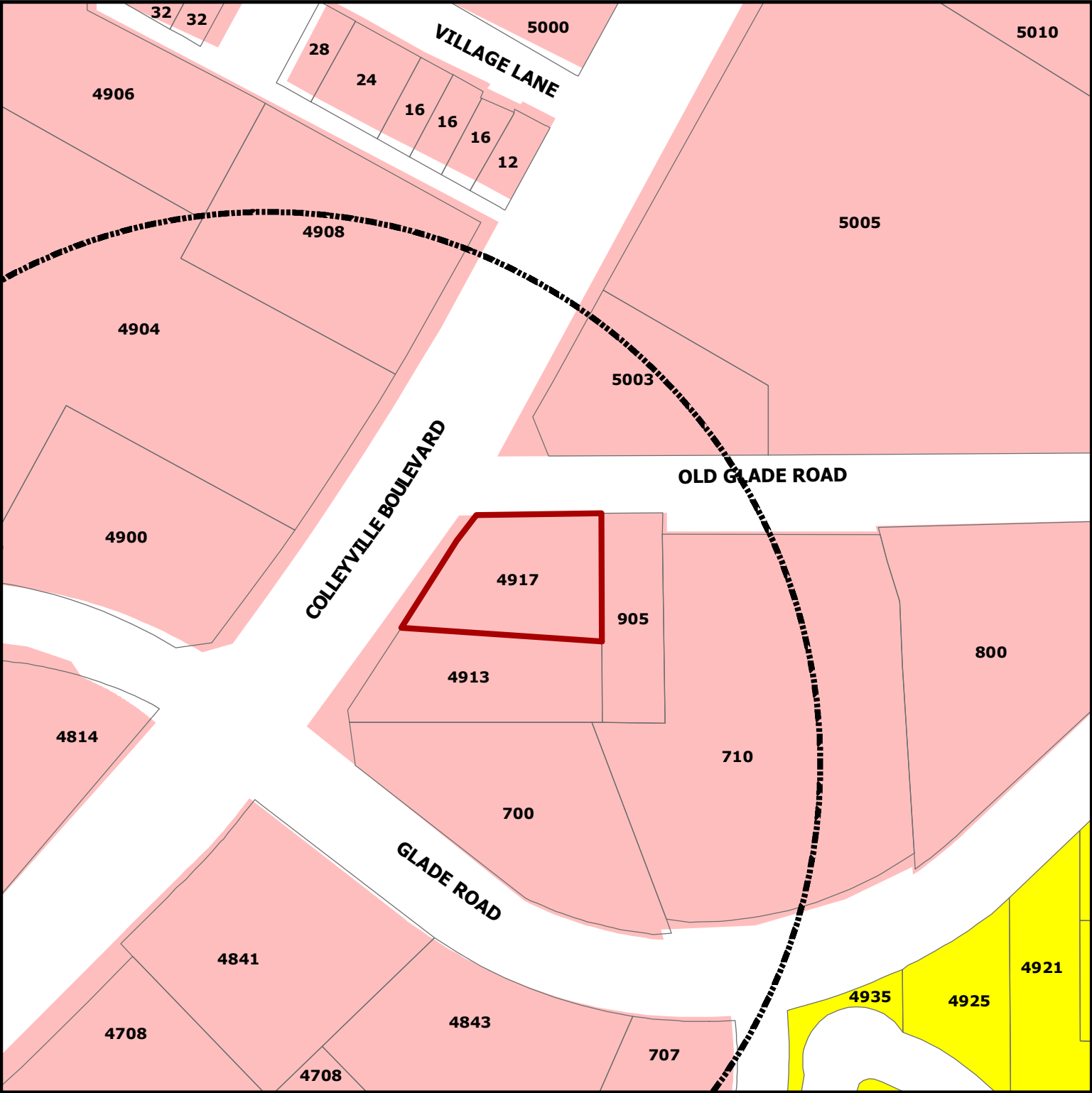
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ZC21-003
4917 Colleyville Blvd

 Subject Property



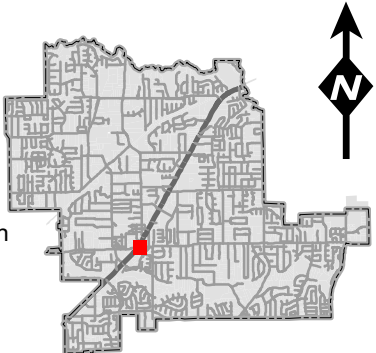
Future Land Use Map



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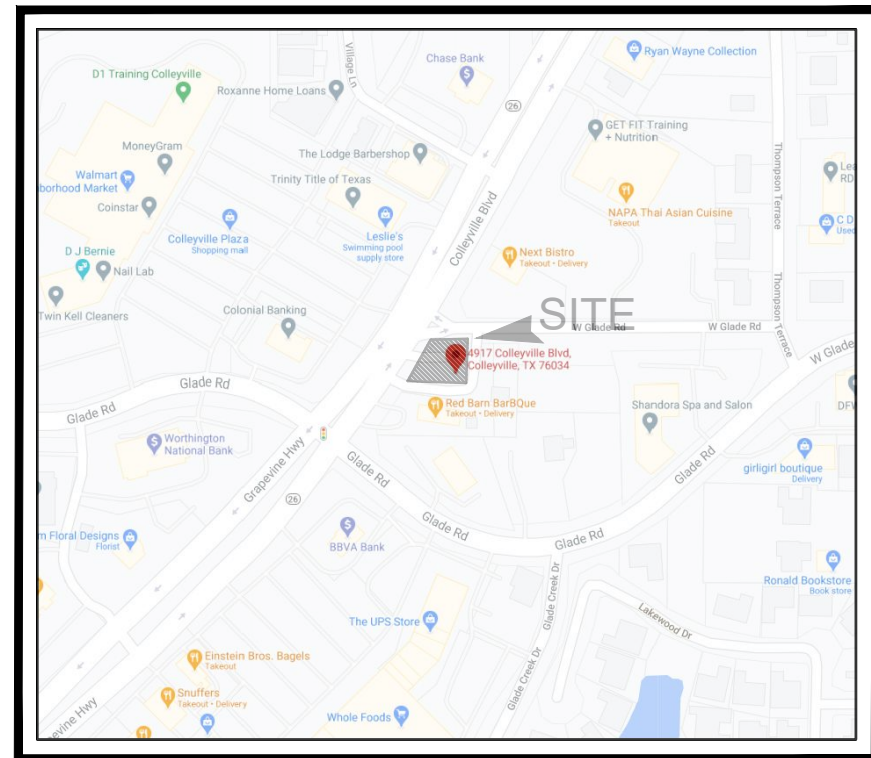
ZC21-003
4917 Colleyville Blvd

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





0 10 20 Feet



VICINITY MAP
N.T.S.

SITE LEGEND

CONCRETE CURB	
SAW-CUT LINE	
FENCE	
FIRE LANE	
STRIPING	
PARKING SPACES	
MONUMENT/PYLON SIGN	
WHEEL STOPS	
HANDICAP LOGO	
HANDICAP SIGN	
RAMP	
BOLLARD	
TRAFFIC ARROW	
FIRE HYDRANT	

SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.

SITE DATA SUMMARY TABLE	
NUMBER OF LOTS:	1
GROSS SITE ACREAGE:	0.46 ACRES OR 20,254 S.F.
EXISTING ZONING:	PUD-C
PROPOSED USE:	DRIVE THRU RESTAURANT
PROPOSED BUILDING AREA:	845 S.F.
PROPOSED NUMBER OF STORIES:	1
LOT COVERAGE:	4.17%
FLOOR AREA RATIO:	0.04
PROPOSED BUILDING HEIGHT:	20'-3"
REGULAR PARKING REQUIRED:	9 PARKING SPACES (1 SP PER 100 S.F.)
REGULAR PARKING PROVIDED:	14 PARKING SPACES
HANDICAP PARKING REQUIRED:	1 (1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	1 (1 VAN ACCESSIBLE)
TOTAL PARKING PROVIDED:	15 PARKING SPACES
IMPERVIOUS AREA:	19,499 S.F. OR 96.27%
PERVIOUS AREA:	755 S.F. OR 3.73%

LOT 3, BLOCK 3
VILLAGE PARK ADDITION
VOL. A, PG. 1264

DON NOBLIT &
BARBARA NOBLIT
INST. NO. D203049124



NO.	DATE	DESCRIPTION	BY
1	02-05-21	PRELIMINARY SITE AND DRAINAGE	KP
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TRIANGLE

ENGINEERING LLC

T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com

W: triangle-engr.com | O: 1784 W. McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	GH	02-05-21	SCALE BAR	024-21	C-3.0

TX. P.E. FIRM #11525

EXTERIOR MATERIAL LEGEND:

CODE	ITEM	COLOR:	MANUFACTURER:	REMARKS:
E-1	STOREFRONT GLAZING	ALUMIMUM		CLEAR ANODIZED ALUMIMUM STOREFRONT W/ INSULATED GLAZING
E-2	4x16 HORIZONTAL BRICK	INTERSTATE ARCTIC WHITE	BLACKSON BRICK	
E-3	4x16 VERTICAL BRICK	INTERSTATE MIDNIGHT BLACK	BLACKSON BRICK	
E-4	METAL ROOF	GALVALUME	MUELLER	R PANEL METAL ROOF
E-5	METAL AWNING	BRITE RED	ARCHFAB	MATCH MBCI BRITE RED
E-6	METAL ROOF	GALVALUME	MUELLER	MSL STANDING SEAM ROOF
E-7	4x16 HORIZONTAL BRICK	INTERSTATE MIDNIGHT BLACK	BLACKSON BRICK	
E-8	TRIM	BRITE RED	HARDI TRIM	MATCH MBCI BRITE RED



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL CALCULATION
BRICK VENEER = 694 SQ. FT. = 100%



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL CALCULATION
BRICK VENEER = 407 SQ. FT. = 100%

EXTERIOR MATERIAL LEGEND:				
CODE	ITEM	COLOR:	MANUFACTURER:	REMARKS:
E-1	STOREFRONT GLAZING	ALUMIMUM		CLEAR ANODIZED ALUMIMUM STOREFRONT W/ INSULATED GLAZING
E-2	4x16 HORIZONTAL BRICK	INTERSTATE ARCTIC WHITE	BLACKSON BRICK	
E-3	4x16 VERTICAL BRICK	INTERSTATE MIDNIGHT BLACK	BLACKSON BRICK	
E-4	METAL ROOF	GALVALUME	MUELLER	R PANEL METAL ROOF
E-5	METAL AWNING	BRITE RED	ARCHFAB	MATCH MBCI BRITE RED
E-6	METAL ROOF	GALVALUME	MUELLER	MSL STANDING SEAM ROOF
E-7	4x16 HORIZONTAL BRICK	INTERSTATE MIDNIGHT BLACK	BLACKSON BRICK	
E-8	TRIM	BRITE RED	HARDI TRIM	MATCH MBCI BRITE RED



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL CALCULATION
BRICK VENEER = 690 SQ. FT. = 100%



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL CALCULATION
BRICK VENEER = 423 SQ. FT. = 100%

PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION



151 COFFEE
COLLEYVILLE BLVD. & W. GLADE RD.
COLLEYVILLE, TEXAS

Revisions:

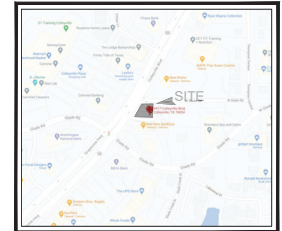
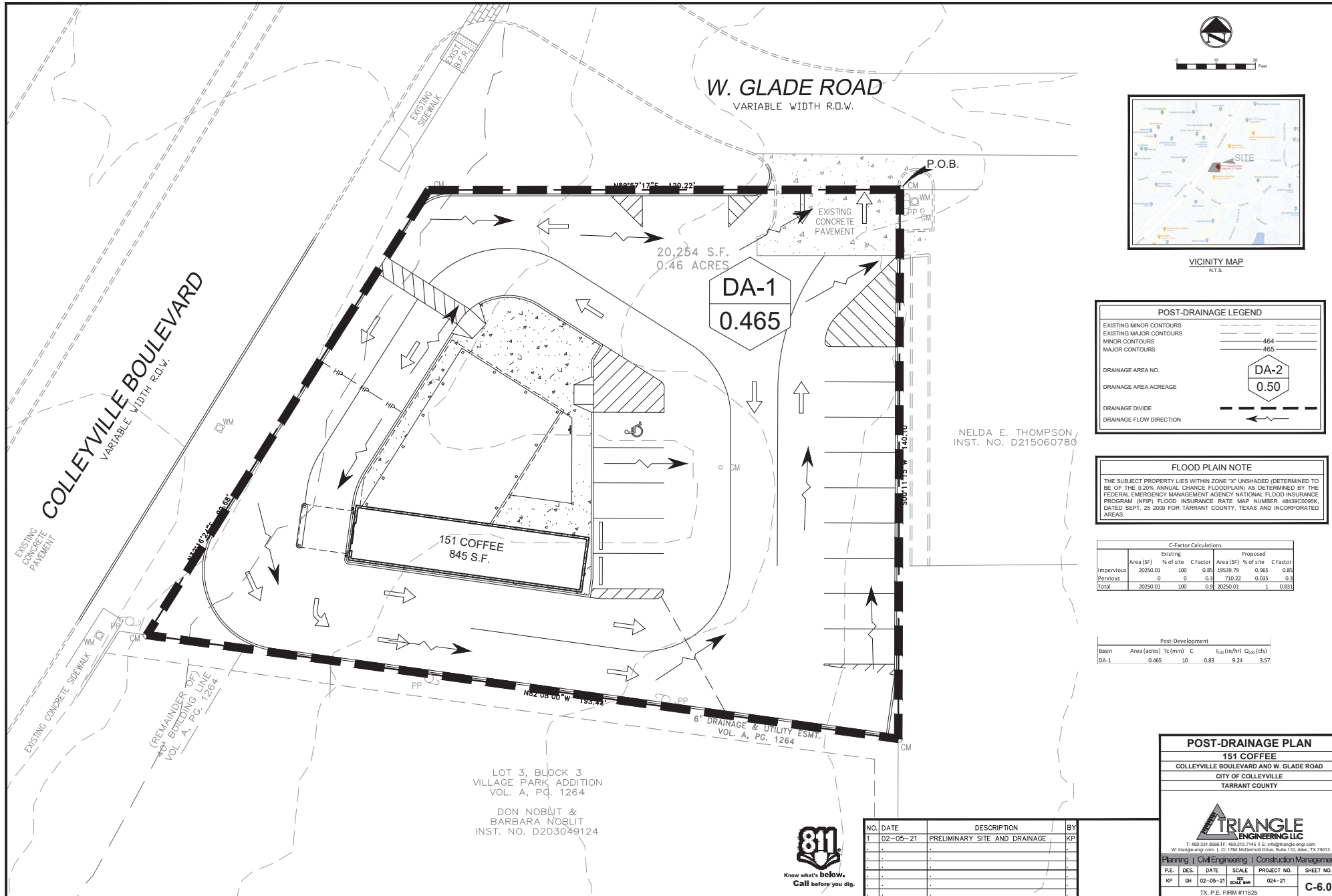
File Name:	21045- A3.2
Project No:	21045
Date:	02/25/21
Drawn By:	DBL
Checked By:	JWF

SHEET

A3.2

EXTERIOR
ELEVATIONS

Drainage Plan



VICINITY MAP
N.T.S.

POST-DRAINAGE LEGEND

EXISTING MINOR CONTOURS	---
EXISTING MAJOR CONTOURS	---
MINOR CONTOURS	464
MAJOR CONTOURS	465
DRAINAGE AREA NO.	DA-2
DRAINAGE AREA ACREAGE	0.50
DRAINAGE DIVIDE	---
DRAINAGE FLOW DIRECTION	→

FLOOD PLAIN NOTE

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" UNSHADED (DETERMINED TO BE OF THE 0.20% ANNUAL CHANCE FLOODPLAIN) AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM (NFIP). FLOOD INSURANCE RATE MAP NUMBER: 48439C0096K, DATED SEPT. 25 2009 FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS.

C-Factor Calculations						
	Existing			Proposed		
	Area (SF)	% of site	C Factor	Area (SF)	% of site	C Factor
Impervious	20250.01	100	0.85	19539.79	0.965	0.85
Pervious	0	0	0.3	710.22	0.035	0.3
Total	20250.01	100	0.9	20250.01	1	0.831

Post-Development					
Basin	Area (acres)	Tc (min)	C	I ₃₀ (in/hr)	Q ₁₀₀ (cfs)
DA-1	0.465	30	0.83	9.24	3.57

POST-DRAINAGE PLAN

151 COFFEE
COLLEYVILLE BOULEVARD AND W. GLADE ROAD
CITY OF COLLEYVILLE
TARRANT COUNTY



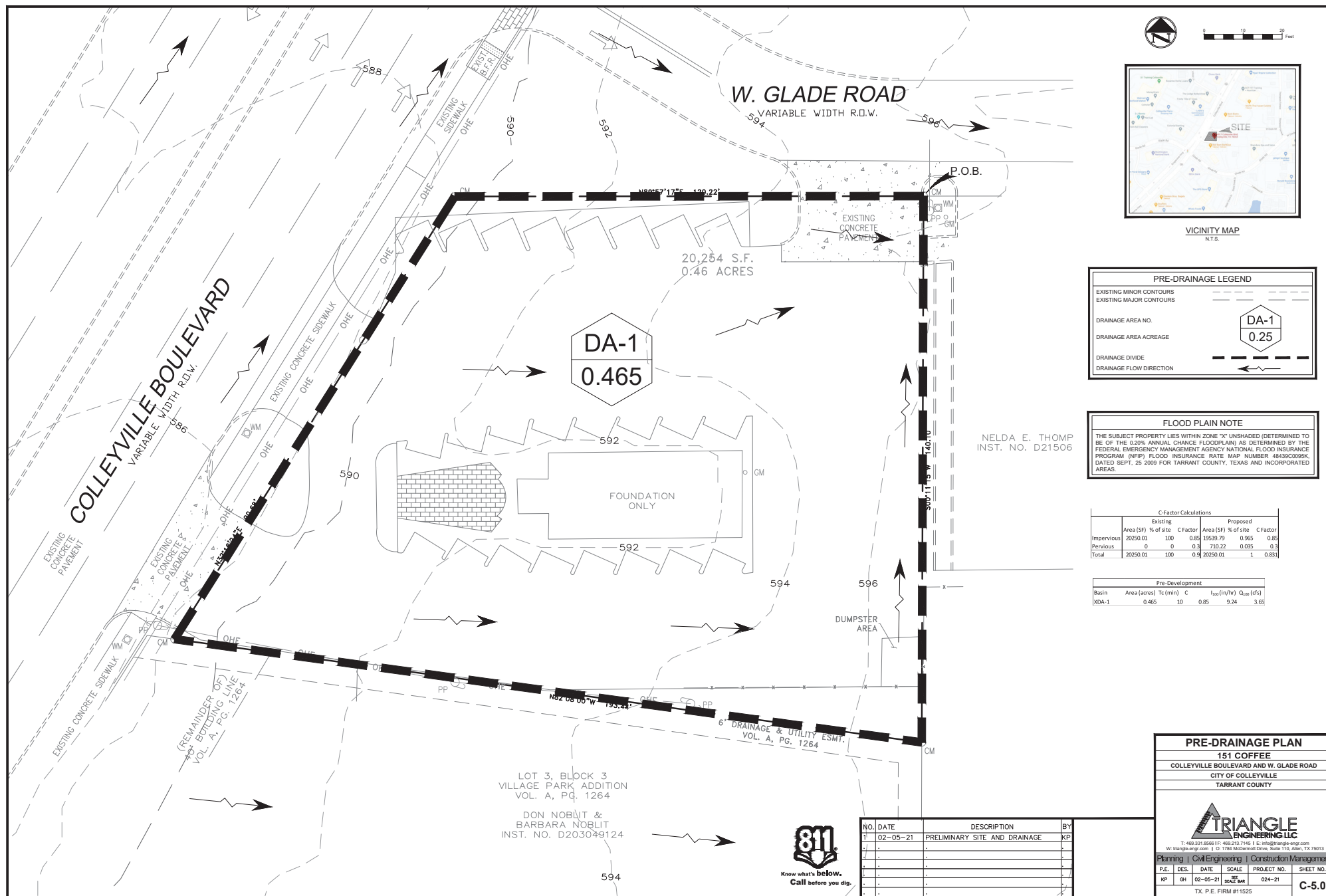
T: 469.331.8556 F: 469.213.7145 E: info@triangleeng.com
W: triangle-eng.com | 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

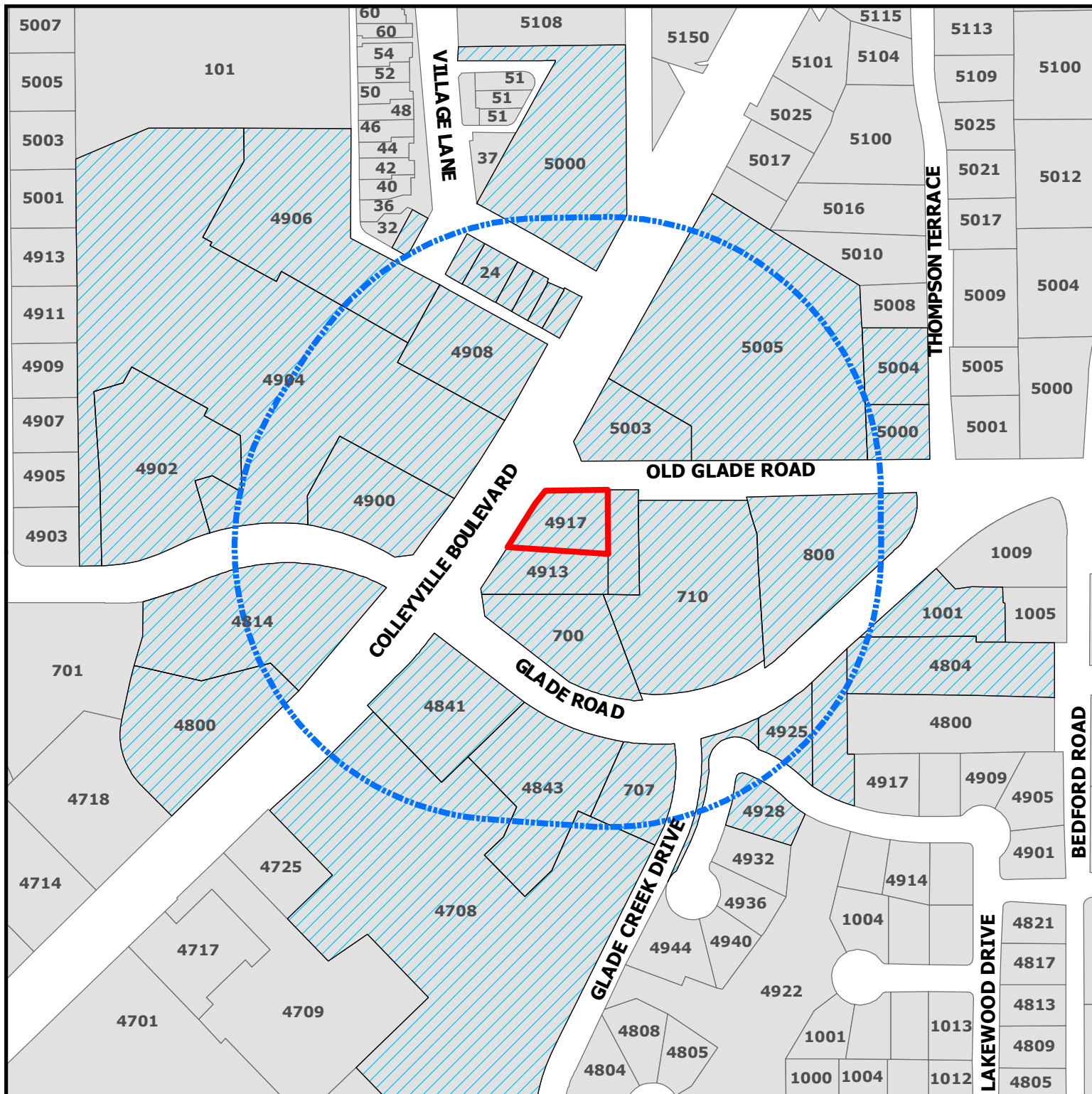
P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	GH	02-05-21	AS SHOWN	024-21	C-6.0

TX, P.E. FIRM #11525

Drainage Plan



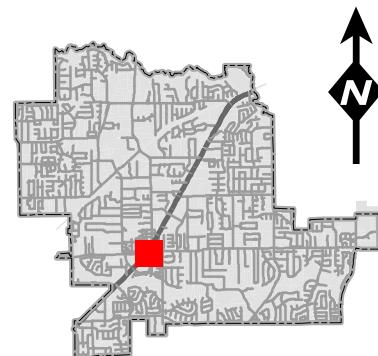
Notification Map



ZC21-003
4917 Colleyville Blvd

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
HOA - LAKEWOOD ESTATES	6707 BRENTWOOD STR RD	FORT WORTH, TX	76112	4921 LAKEWOOD DR
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4900 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4908 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4906 COLLEYVILLE BLVD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	12 VILLAGE LN
O'BRIEN, PETE	609 CHEEK SPARGER RD STE 120	COLLEYVILLE, TX	76034	5004 THOMPSON TERR
				1001 GLADE RD
Y2KITCHEN PROPERTIES LLC	4500 DARTMOORE LN	COLLEYVILLE, TX	76034	5003 COLLEYVILLE BLVD
JPMORGAN CHASE BANK	PO BOX 2558	HOUSTON, TX	77252	5000 COLLEYVILLE BLVD
BONEY, TRAVIS	4925 LAKEWOOD DR	COLLEYVILLE, TX	76034	4925 LAKEWOOD DR
				4800 COLLEYVILLE BLVD
COCANOUGH ASSET NO 3 LTD	6851 NE LOOP 820 STE 200	NORTH RICHLAND HILLS, TX	76180	5005 COLLEYVILLE BLVD
Y2KITCHEN PROPERTIES LLC	5003 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	710 GLADE RD
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	24 VILLAGE LN
ESCOBAR, ROSA	4804 BEDFORD RD	COLLEYVILLE, TX	76034	4804 BEDFORD RD
THOMPSON, JOHN E	5017 MONTCLAIR DR	COLLEYVILLE, TX	76034	905 OLD GLADE RD
NOBLIT, DON	PO BOX 820895	FORT WORTH, TX	76182	4913 COLLEYVILLE BLVD
DELGADO, MARK ETAL	5000 THOMPSON TERR	COLLEYVILLE, TX	76034	5000 THOMPSON TERR
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
HOA - LAKEWOOD ESTATES	12700 PARK CTRL DR STE 600	DALLAS, TX	75251	4935 LAKEWOOD DR
WAL-MART REAL ESTATE BUS TRUST	PO BOX 8050	BENTONVILLE, AR	72716	4904 COLLEYVILLE BLVD
BOWDEN, WILLIAM	4928 LAKEWOOD DR	COLLEYVILLE, TX	76034	4928 LAKEWOOD DR
NOBEL SOURCE COMPANY LLC	640 S HILL ST STE 341	LOS ANGELES, CA	90014	800 GLADE RD
SC 16 VILLAGE LANE INVESTMENT	505 PECAN ST STE 101	FORT WORTH, TX	76102	16 VILLAGE LN
PP COLLEYVILLE I LLC	8350 N CENTRAL EXPWY STE 1313	DALLAS, TX	75206	4917 COLLEYVILLE BLVD
COLLEYVILLE PLAZA LP	580 DECKER DR STE 203	IRVING, TX	75062	4902 COLLEYVILLE BLVD
HEA21 LLC	6406 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	28 VILLAGE LN
ZELL THREE INC	1190 EXPLORER ST	DUNCANVILLE, TX	75137	700 GLADE RD
WORTHINGTON NATIONAL BANK	500W MAIN ST	FORT WORTH, TX	76102	4814 COLLEYVILLE BLVD
FAIRWAY INDEPENDENT MORTGAGE	4750 S BILTMORE LN	MADISON, WI	53718	32 VILLAGE LN
KRG COLLEYVILLE LLC	30 S MERIDIAN ST STE 1100	INDIANAPOLIS, IN	46204	4708 GLADE CREEK DR
COMPASS BANCSHARES INC	PO BOX 10566	BIRMINGHAM, AL	35296	4841 COLLEYVILLE BLVD
HERITAGE PERSONAL TRAINING INC	1208 CREST DR	COLLEYVILLE, TX	76034	707 GLADE RD
KRG COLLEYVILLE LLC	30 S MERIDIAN ST STE 1100	INDIANAPOLIS, IN	46204	4843 GLADE CREEK DR
LAKEWOOD ESTATES	213 MILL CROSSING WEST	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
KILLINGSWORTH, ROBBIE	4055 INTERNATIONAL PLAZA, SUITE 100	FORT WORTH, TX	76109	APPLICANT

Public hearing notices were mailed on February 19, 2021



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, March 8, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, April 6, 2021 & Tuesday, April 20, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from PUD-C Planned Unit Development-Commercial zoning district to PUD-C Planned Unit Development-Commercial zoning district. The purpose of the request is to change the zoning from PUD-C for car rental to PUD-C zoning that allows for construction of the drive-through coffee shop, 151 Coffee.

Zoning Case: ZC21-003

Applicant: Robbie Killingsworth

Owner: Brendon Hollier

Location: 4917 Colleyville Boulevard

Property Description: Tract 2C03, Abstract 206, BBB & C RY Survey

Present Zoning: PUD-C Planned Unit Development-Commercial

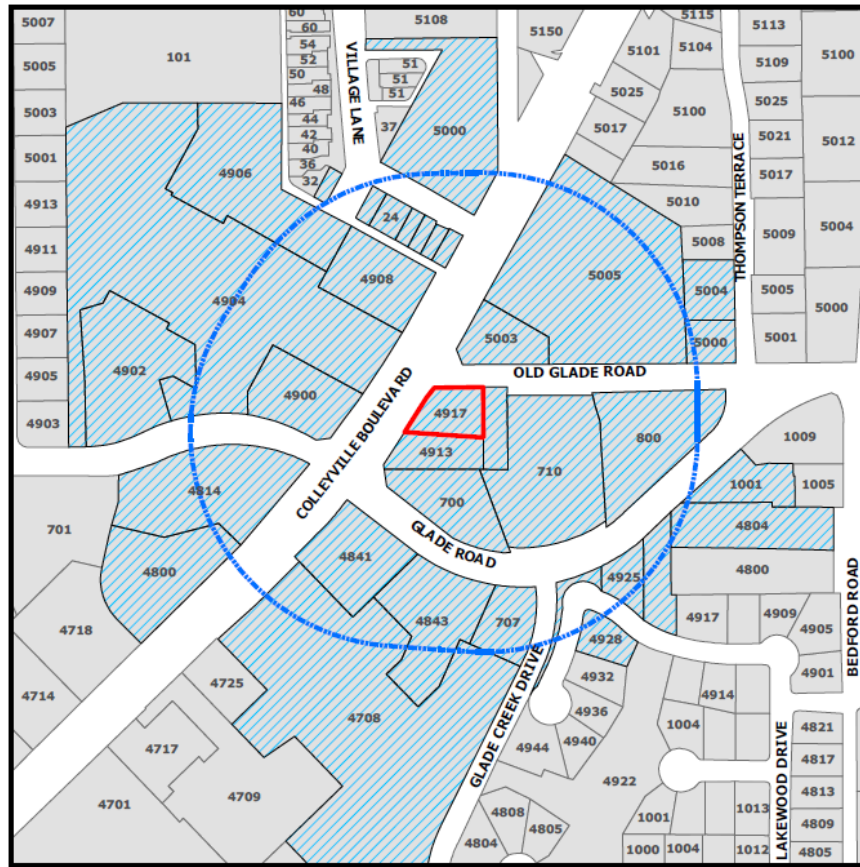
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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-21-2159

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY REZONING FROM PUD-C PLANNED UNIT DEVELOPMENT - COMMERCIAL TO PUD-C PLANNED UNIT DEVELOPMENT – COMMERCIAL DISTRICT ON TRACT 2C03, ABSTRACT 206, BBB & C RY SURVEY LOCATED AT 4917 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 of Colleyville has received an application to change the zoning from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development – Commercial Overlay District with CC-1 Village Retail base zoning, Case No. ZC21-003; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

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

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

- Sec. 1. THAT the purpose of this ordinance is to amend the base zoning for the real property described as Tract 2C03, Abstract 206, BBB & C RY Survey, commonly known as 4917 Colleyville Boulevard (the "Property"), and to further provide for an PUD-C overlay district to allow the development and construction of an 865 s.f. drive-thru restaurant and coffee shop with a covered patio seating area of 1,020 s.f. (the "Business") on the Property.

Sec. 2. THAT the zoning for the Property is hereby amended as follows:

1. GENERAL

- a. The Property shall have a base zoning classification of CC-1 Village Retail upon the effective date of this ordinance.
- b. The Property shall further be subject to a PUD-C overly district (the "Overlay District") upon the effective date of this ordinance. The Overlay District shall be subject to all CC-1 Village Retail base zoning district regulations, except as expressly provided otherwise in this ordinance.
- c. Should the Overlay District terminate in the manner provided in this ordinance, the Property shall retain the zoning classification of CC1 Village Retail.

2. DEVELOPMENT OF THE PROPERTY

- a. The Property shall be developed solely as a drive-thru restaurant and coffee shop in the manner set forth herein, generally consistent with the Statement of Planning Objectives and Site Plan, which are attached hereto as Exhibit "B" and Exhibit "C", respectively.
- b. The buildings erected on the Property shall be consistent with the elevations, materials, and articulation as depicted in Exhibit "D", unless expressly provided otherwise in this ordinance.
- c. No sign shall be erected upon the roof of any building. The owner of the Property shall be permitted to erect a monument sign within the right-of-way (ROW) along Old Glade Road; provided, the owner executes a ROW encroachment agreement with the City and the sign is erected and maintained in compliance with Chapter 7 of the City's Land Development Code.
- d. The articulation requirements for the covered patio portion of the building shall be modified as follows:
 [TBD]

3. PUD-C OVERLAY DISTRICT REGULATIONS

The following PUD-C Overlay District regulations shall apply to the Property while the Overlay District is in effect:

- a. **Permitted Use.** The permitted uses for the Property

shall be those listed for the CC-1 Village Retail base zoning district. All CC-1 Village Retail district regulations shall apply to the Overlay District except as expressly provided otherwise by this ordinance.

- b. **Business Name.** Business shall at all times be required to operate under the name "151 Coffee"; provided, the owner of the Business may request to change the name of the Business by applying for a specific use permit (SUP).
- c. **Drive Thru.** The Business shall be permitted to operate a drive thru restaurant.
- d. **Parking.** The minimum number of parking spaces is reduced to 15.
- e. **Impervious Coverage.** The maximum impervious lot coverage is 96.27%.
- f. **Landscaping.** No landscaping buffer area along Colleyville Boulevard shall be required. In addition, the required pervious area is reduced to approximately 3%.

4. TERMINATION OF THE PUD-C OVERLAY DISTRICT

- a. The PUD-C Overlay District is conditioned upon the development and operation of the Property in the manner provided herein. The PUD-C Overlay District Regulations provided in Section 2, subsection 3 above shall automatically expire upon any one or more of the following:
 - i. a building permit for development of the Business is not issued within 12 months of the effective date of this ordinance;
 - ii. following completion of construction, the Business ceases to operate for a period of 90 consecutive days;
 - iii. the Business operates under any name other than 151 Coffee, unless otherwise permitted by this ordinance; or
 - iv. there is a change in ownership of the Business.

Sec. 3. THAT the Property 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. All requirements of the Land Development Code shall be met,

except as expressly amended herein.

- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of April 2021.

The second reading and public hearing being conducted on the 4th day of May 2021.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 4th DAY OF MAY 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

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Zoning Exhibit



Exhibit “B” – Statement of Program Objectives

STATEMENT OF PLANNING OBJECTIVES:

The objective of the proposed Zoning Change and Site & Landscape Plan request for Tract 2C03, Abstract 206, BBB & C RY Survey, is to change the zoning from PUD-C for car rental (Enterprise) to PUD-C zoning that allows for construction of the drive-through coffee shop, 151 Coffee. Due to the size of the lot, this project will require certain variances to move forward.

The lot currently sits abandoned, covered in concrete, and in a state of disrepair. Our vision is to transform this parcel into a friendly, inviting place and make it the home of 151 Coffee in Colleyville. Our building design includes a drive-through and a covered patio area. This covered patio area will serve as a walk-up order area and also have a few tables/chairs to sit at while you wait for your drinks to be made.

We are requesting the following variances:

1. Due to the size of the lot, we are restricted in our building design. Because of this, we are requesting a variance for the building articulation to allow for adequate flow of drive-through traffic around the building.
2. Due to the size of the lot, we are not able to maintain the 20' of landscaping along Colleyville Blvd. We are requesting a variance to waive the 20' landscaping requirement.
3. Due to the size of the lot, we are not able to meet the 15-20% open space/landscape area. We are requesting a variance to waive this requirement.
4. Our company color is red. Because of this we are requesting a variance to allow for a red roof.

We are excited to bring 151 Coffee to the Colleyville!

DEVELOPMENT SCHEDULE:

Upon approval from the City of Colleyville, we would immediately begin developing the project. We anticipate a 120-day construction period.

ECONOMIC DEVELOPMENT INFORMATION:

Total Building Square Feet	845 sqft
Estimated Sales Per Square Foot	\$2,011
Estimated Sales Per Year	\$1,700,000

[illegible]

Exhibit "D" – Building Elevations

PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION



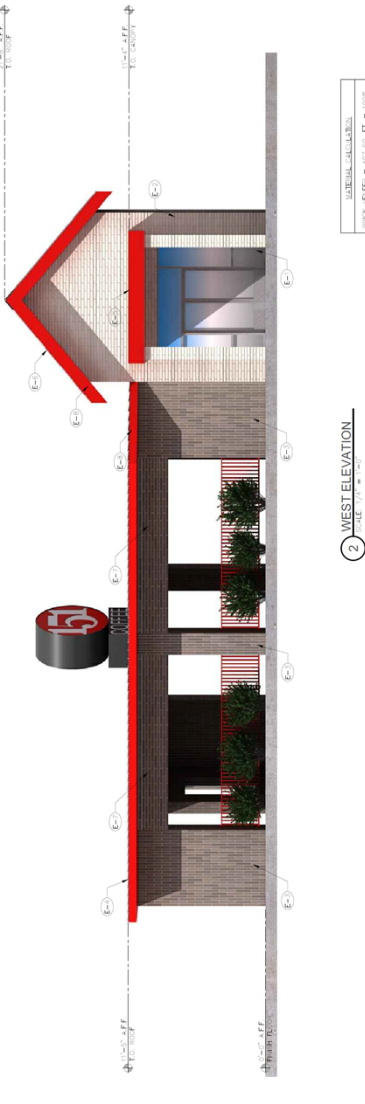
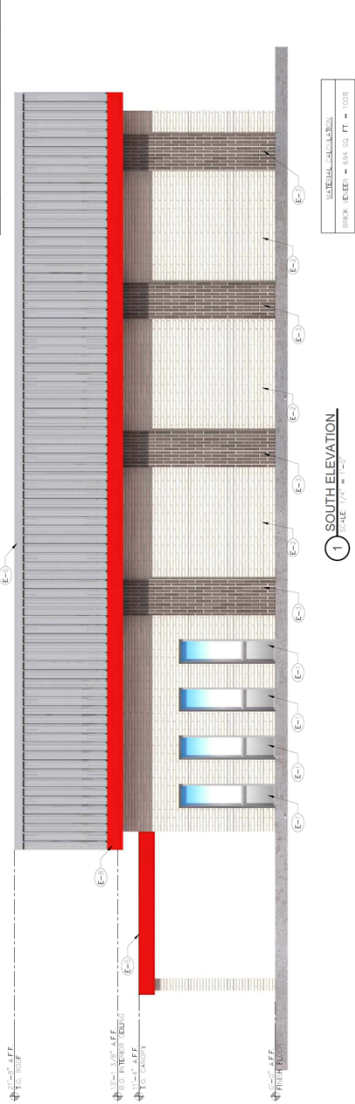
151 COFFEE
COLLEYVILLE BLVD. & W. GLADE RD.
COLLEYVILLE, TEXAS



Checked By: JLF
Date: 02/25/21
Project No: 21043
File Name: 21043 - A3.1

SHEET
A3.1
EXISTING
BUILDING

EXTERIOR MATERIAL LEGEND:			
CODE	ITEM	COLOR	REMARKS
E-1	STREET FACING	ALUMINUM	LEGH ANODIZED ALUMINUM THERMALLY FINISHED
E-2	400 HORIZONTAL SIPS	INTERLACE	CLAYTON SIPS
E-3	400 VERTICAL SIPS	INTERLACE	CLAYTON SIPS
E-4	400 METAL ROOF	INTERLACE	CLAYTON SIPS
E-5	METAL ROOF	INTERLACE	CLAYTON SIPS
E-6	METAL ROOF	INTERLACE	CLAYTON SIPS
E-7	400 HORIZONTAL SIPS	INTERLACE	CLAYTON SIPS
E-8	TRIM	WHITE	CLAYTON SIPS



PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
CONSTRUCTION

FRANZ
architects

4000 International Plaza Suite 100
Fort Worth, Texas 76109
(817) 797-9922
www.franzarchitects.com

151 COFFEE
COLLEEVILLE BLVD. & W. GLADE RD.
COLLEEVILLE, TEXAS

Revisions

Rev Number: A.1.1
Date: 02/05/21
Drawn By: JHL

SHEET
A3.2
EXTENSION
151-151

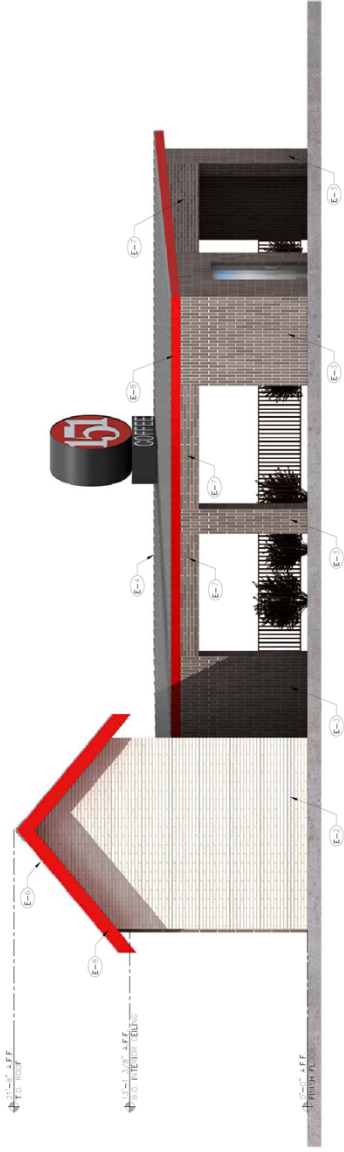
EXTERIOR MATERIAL LEGEND:

CODE	ITEM	COLOR	MANUFACTURER	REMARKS
E-1	STEEL ROOF CLADDING	ALUMINUM	ALUMINUM	CLEAR ANODIZED ALUMINUM STEEP ROOF / INSULATE CLADDING
E-2	600 HORIZONTAL BRICK	ANTIQUE WHITE	BLACKSON BRICK	
E-3	600 VERTICAL BRICK	INTERSTATE	BLACKSON BRICK	
E-4	METAL ROOF	GALVALUME	VALLEY	8 PANEL METAL ROOF
E-5	METAL AWNING	WHITE ED	AKHFA	MATCH 600 BRICK ED
E-6	METAL ROOF	GALVALUME	VALLEY	9.5 PANEL 600 BRICK ED
E-7	600 HORIZONTAL BRICK	ANTIQUE WHITE	BLACKSON BRICK	9.5 PANEL 600 BRICK ED
E-8	TRIM	WHITE ED	MADE TRIM	MATCH 600 BRICK ED



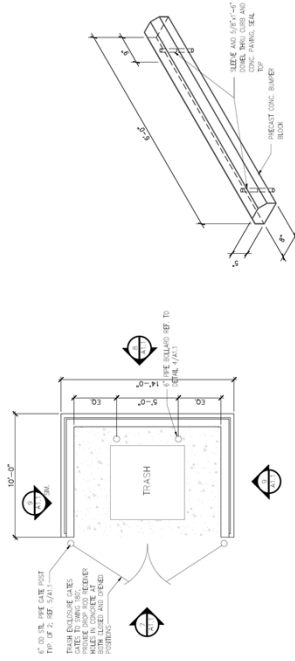
1 NORTH ELEVATION
SCALE 1/4" = 1'-0"

MATERIAL CALCULATION
SHEEP: 6'00" x 6'00" = 36.00 SF = 100%

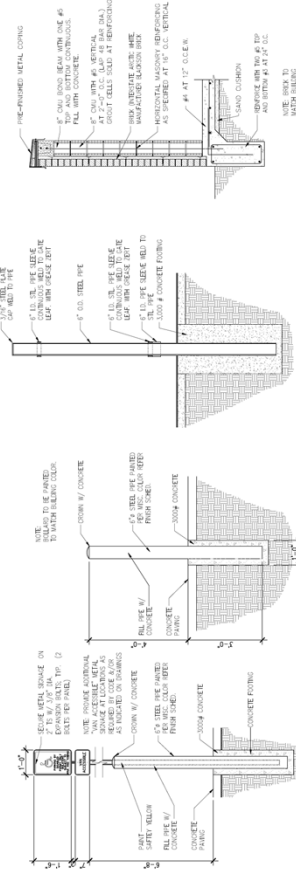


2 EAST ELEVATION
SCALE 1/4" = 1'-0"

MATERIAL CALCULATION
SHEEP: 6'00" x 6'00" = 36.00 SF = 100%



1 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

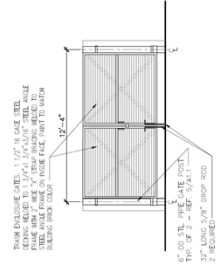


3 H.C. SIGN DETAIL
SCALE: 1/2" = 1'-0"

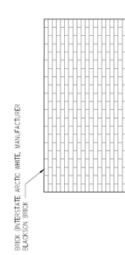
4 BOLLARD DETAIL
SCALE: 1/2" = 1'-0"

5 GATE POST
SCALE: 1/2" = 1'-0"

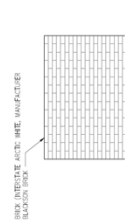
6 SECTION
SCALE: 1/2" = 1'-0"



7 ELEVATION
SCALE: 1/4" = 1'-0"



8 ELEVATION
SCALE: 1/4" = 1'-0"



9 ELEVATION
SCALE: 1/4" = 1'-0"



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8a

Agenda Date 6/15/2021

Number Resolution R-21-4626

Type Resolution

Department Community Development

Title

Consideration of a Replat for Lot 1R, Block 1, Village Court, being Lot A1 & A2, Block 1, Village Court, located at 5217 & 5201 Pleasant Run Road, Case PC21-008

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Tamara L. Spicer, the applicant, has submitted a request for a Replat for Lot 1R, Block 1, Village Court, being Lots 1A & 2A, Block 1, Village Court; being approximately 1.93 acres; and zoned RE Single-Family 'Estate' Residential. The purpose is to combine the two lots into one single residential lot and allow for the development of a new single-family home.

Existing Conditions/Background: The subject property is located along Pleasant Run Road on the east side of the street and north of Veranda Lane. The proposed combination of the two lots would conform to the RE district standards. The lots currently are not improved, but have flood plain located within their eastern portions.

Proposed Zoning:

Request – The applicant requests to rezone the properties from PUD-C to RE district. The minimum standards for the RE zoning district are as follows:

Minimum Lot Size	80,000 sf.	84,148 sf.
Minimum Lot Width	200 feet	219.95 feet
Minimum Lot Depth	300 feet	346 feet
Front Building Line	40 feet	
Side Building Line	25 feet	
Rear Building Line	40 feet	

Max. Lot Coverage 20%

Max. Impervious Coverage 50%

Surrounding Development: The property to the north is zoned AG Agricultural and is improved with a single-family home and accessory buildings. The properties located to the south and east are located in The Village and are improved with commercial and residential uses in a mixed-use setting. Properties to the west are located in The Village improved with single-family attached uses and AG Agricultural improved with a metal building.

Analysis: The proposed lot is compatible with the RE zoning district and meets the intent of the City's Comprehensive Master Plan.

Plat Status: The property is identified as Lots 1A & 2A, Block1, Village Court.

DRC Review: The DRC met on March 22nd and offered the following comments to the applicant:

1. Provide the distance to the centerline of Pleasant Run Road.
2. We need a 37.5 feet ROW from the Centerline of Pleasant Run Rd. Current right of way varies from 65.0 feet and 61.7 feet and for a Major Collector it needs to be 75 feet, therefore this owners fair share would be 37.5 feet from centerline.
3. Lot is over 200 feet deep from both frontages, so a 16 foot drainage and utility easement along the rear, or eastern property line is required by Land Development Code.
4. Floodway easements need to be updated based on current FEMA proposed mapping, contact FEMA Region 6 for new mapping and redefine Floodway easements with all required notes.
5. Provide information from the franchise utilities for the abandonment of easements.

The plat was revised and complies with the Land Development Code.

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 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 replat contingent on approval of the requested zoning change.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the Replat at their May 10, 2021 meeting by a vote of 4-1.

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. Plat Exhibit
5. Notification Map
6. Notification List
7. Property Owner Notification
8. Resolution R-21-4626

Aerial Map

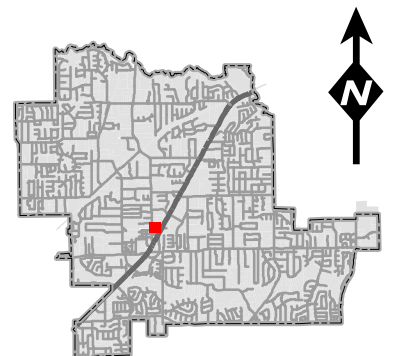


PC21-008

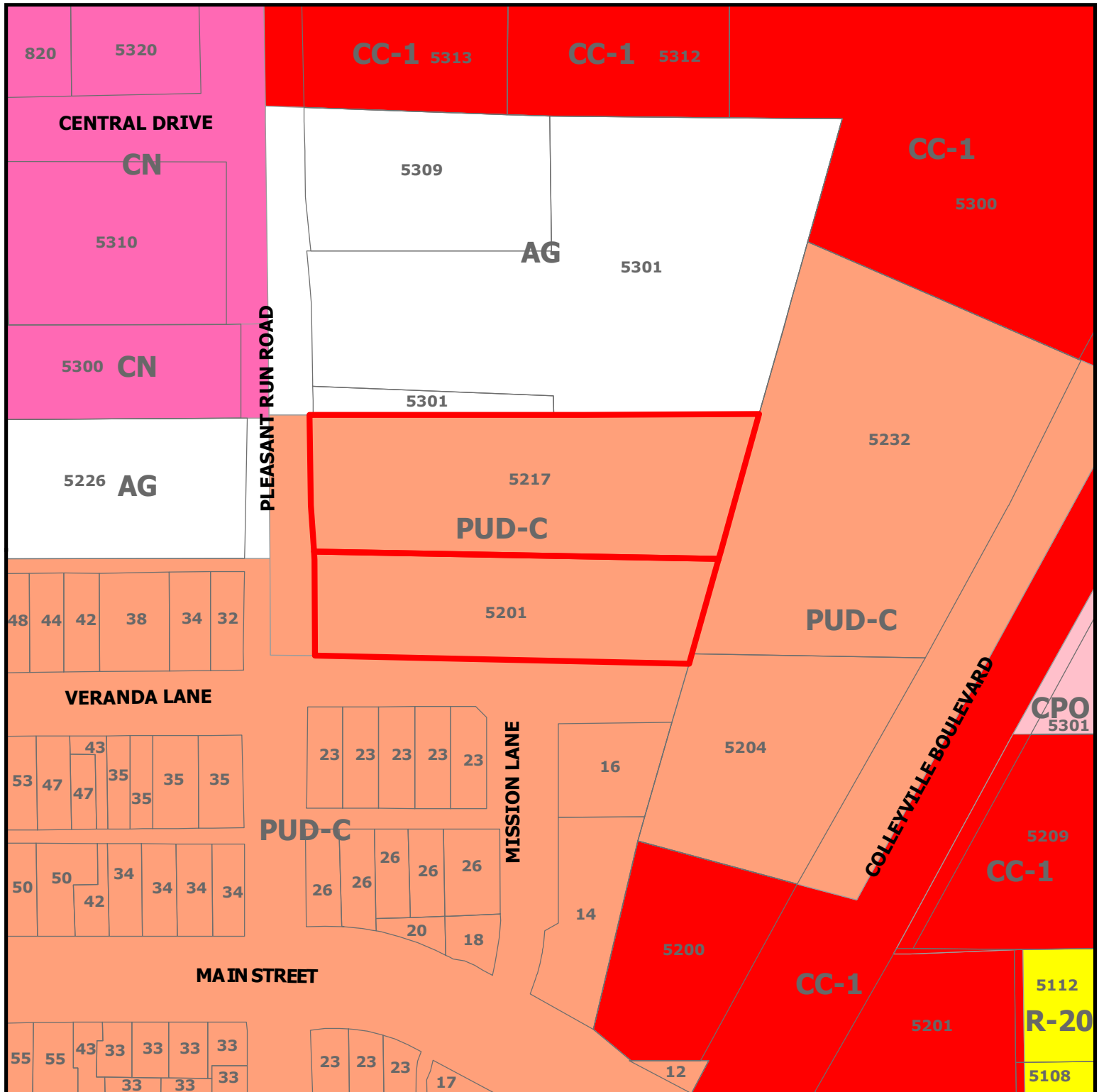
5217 and 5201 Pleasant Run Road

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

 Subject Property



Zoning Map

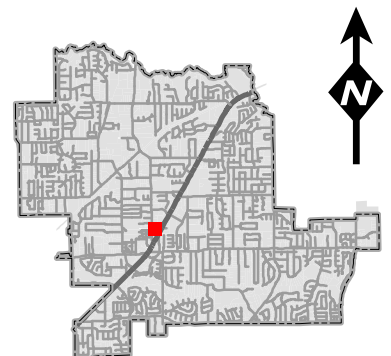


PC21-008

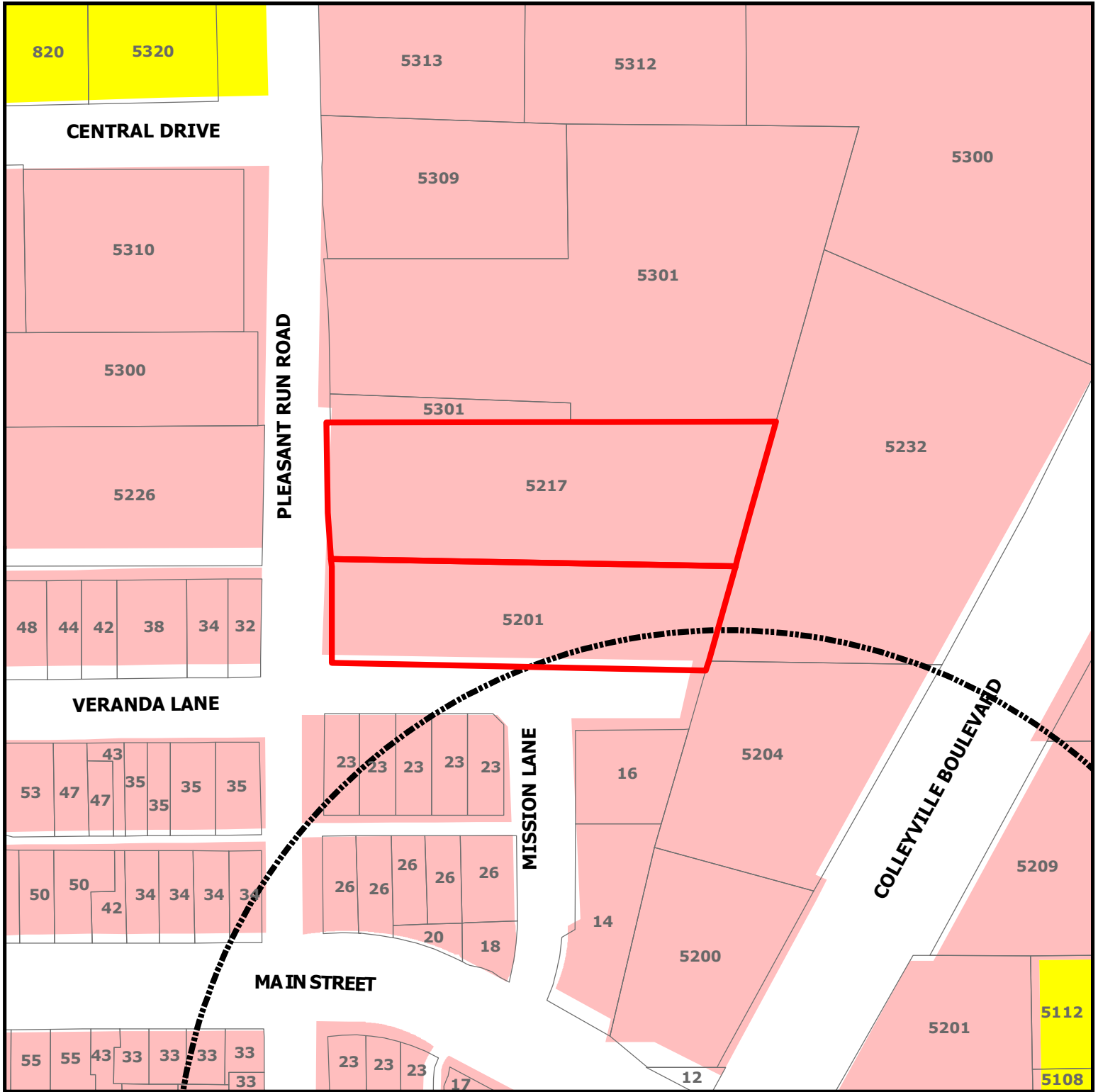
5217 and 5201 Pleasant Run Road

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 Subject Property



Future Land Use Map



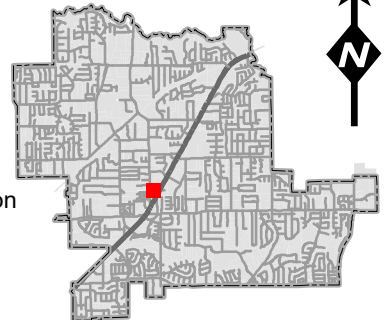
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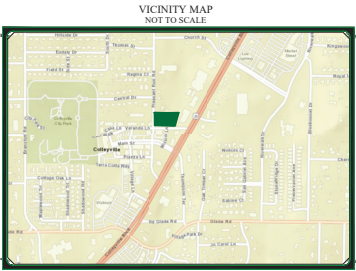
PC21-008

5217 and 5201 Pleasant Run Road

-  Subject Property
 Sales Tax Preferred Intersection
 Residential
 Colleyville Blvd Corridor

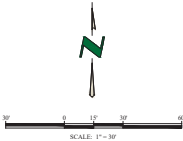


Plat Exhibit



SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with no combined scale factor.
- This property lies within Shaded Zone X of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0095K, dated September 25, 2009, via scaled map location and graphic plotting.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to combine two previously platted lots into one.



STATE OF TEXAS §
COUNTY OF DENTON §

This is to certify that I, CRAIG D. BARTOSHI, a Registered Professional Land Surveyor of the State of Texas, have planned the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED TO REPRODUCE OR REPLICATE ANY DOCUMENT DATED 3/1/2021

CRAIG D. BARTOSHI, R.P.L.S.
No. 6459

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CRAIG D. BARTOSHI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF XXXXXX §

WHEREAS, XXXXXXXXXXXXXXXXXXXX, is the owner of all that certain 1.93 acres tract of land, by the Deed recorded in Document Number XXXXXXXXXXXXXXXXXXXX in the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.), which is known as all of Lots 1 & 2, Block 1, Amended Plat of Village Court, as recorded in Cabinet A, Slide 10532 in the Plat Records of Tarrant County, Texas (P.R.T.C.T.), in the J.M. Looney Survey, Abstract Number 652, City of Colleyville, Tarrant County, Texas and more particularly described by the metes and bounds as follows:

BEGINNING at a 1/2" iron rod with a cap stamped "MILLER 5665" found for the southeast corner of the herein described tract, common to the southwest corner of Lot 2, Block 1, Village Front Door Addition recorded in Cabinet A, Slide 12698 P.R.T.C.T., being a point in the North line of Lot 1, of said Block 1, Village Front Door Addition;

THENCE North 88° 38' 37" West - 346.16' along the North line of said Village Front Door Addition and with the North line of Veranda Lane (Variable Width Right-Of-Way) and along the South line of the herein described tract to an "X" cut in concrete for the southwest corner of the herein described tract, which is at the intersection of the East line Pleasant Run Road (Variable Width Right-Of-Way), and the North line of Veranda Lane;

THENCE North 00° 53' 33" West - 219.95' with the East right-of-way line of said Pleasant Run Road, to an "X" cut in concrete for the northwest corner of the herein described tract, common to a point in the South line of a tract of land conveyed to Jean Andrew and Alton Foster by the Deed recorded in Document Number D19927039 in the Deed Records of Tarrant County, Texas (D.R.T.C.T.);

THENCE South 88° 38' 37" East - 220.00' along the South line of said Jean Andrew and Alton Foster tract, to a 1/2" iron rod with a cap stamped "VOGT 1528" found for a point for corner of the herein described tract, common to the southern most southwest corner of a tract of land conveyed to Kaylynn Forest Eart by the Deed recorded in Volume 11546, Page 2304 D.R.T.C.T.;

THENCE North 88° 50' 00" East - 194.54' along the South line of said Kaylynn Forest Eart tract, to an "X" found for the northeast corner of the herein described tract, being a point in the West line of said Lot 2, Block 1, Village Front Door Addition;

THENCE South 15° 58' 23" West along the West line of said Lot 2, Block 1, Village Front Door Addition, passing at 122.50' an "X" found and continuing for a total distance of 235.95', to the POINT OF BEGINNING and containing 1.93 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That XXXXXXXXXXXX, the Owner, does hereby adopt this plat designating the herein before described property as LOT 1R, BLOCK 1, VILLAGE COURT, and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate for simple to the public use forever any street, right-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, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness by our hands this _____ day of _____, 2021

By: _____
XXXXXXXX - Owner

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

PLANNING AND ZONING COMMISSION APPROVAL:

WHEREAS, The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2021,

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 _____, 2021, to approve this plat

Chairman, Planning and Zoning Commission _____

Attest Secretary, Planning and Zoning Commission _____

REPLAT
VILLAGE COURT
LOT 1R, BLOCK 1

A REPLAT OF LOTS 1 AND 2, BLOCK 1, VILLAGE COURT AS RECORDED IN CABINET A, SLIDE 10532 IN THE PLAT RECORDS OF, TARRANT COUNTY, TEXAS IN THE J.M. LOONEY SURVEY, A-652 CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

OWNER/DEVELOPER

SOUTH BOWIE
INVESTMENT PARTNERS, LP
P.O. BOX 126
COLLEYVILLE, TEXAS, 76034

ENGINEER / SURVEYOR

STRAND AE
10003 TECHNOLOGY BLVD.
DALLAS, TEXAS 75220
972-620-8204

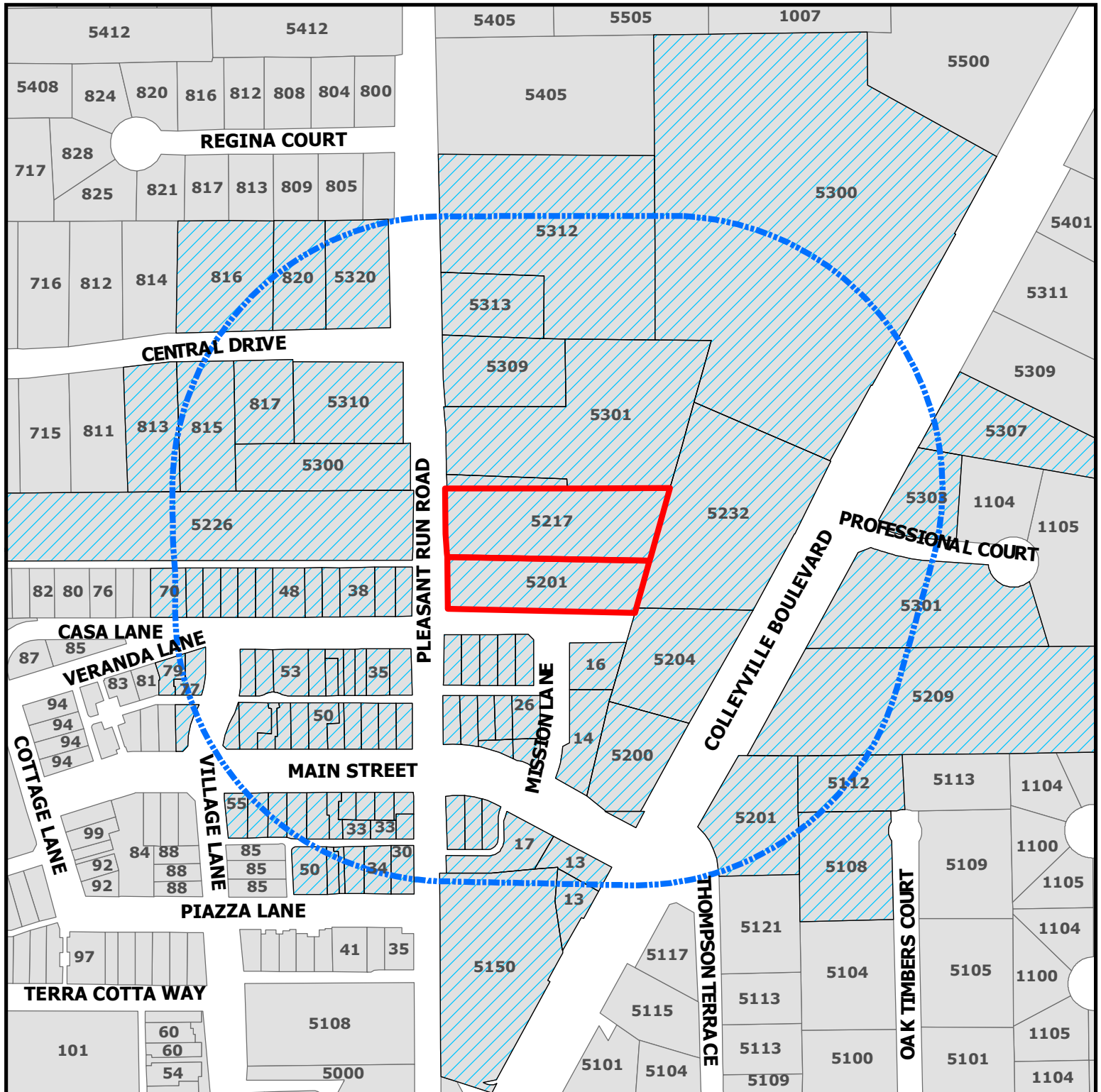
— MARCH 2021 —
ZONED: RE-40

DRAWN BY: J.L.X. DATE: 03/02/2021 CHECKED BY: XXX JOB NO.: XXXXX

LEGEND

ROW	RIGHT-OF-WAY
CM	CONTROLLING MONUMENT
RF	IRON ROD FOUND
90 FT.	SQUARE FEET
D.P.R.C.T.	DEED PUBLIC RECORDS
P.R.C.T.	PUBLIC RECORDS COLLIN COUNTY TEXAS
	COUNTY TEXAS
---	BOUNDARY
---	ADJOURNER
---	EASEMENT

Notification Map

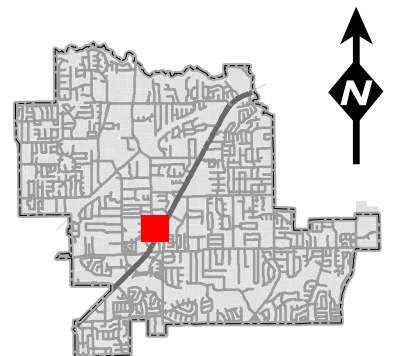


PC21-008

5217 and 5201 Pleasant Run Road

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



Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	58 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
BURDETTE, MARK L	77 VERANDA LN	COLLEYVILLE, TX	76034	64 VERANDA LN # 411
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
GROFFMAN, STEVEN	815 CENTRAL DR	COLLEYVILLE, TX	76034	815 CENTRAL DR
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	34 VERNADA LN # 210	COLLEYVILLE, TX	76034	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	42 PIAZZA LN
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	16 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
ZAKHARY, ADEL	42 VERANDA LN STE 110	COLLEYVILLE, TX	76034	42 VERANDA LN # 111
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 PRNTS 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
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
BOBBY MOORE FAMILY LP	6113 COLLEYVILLE BLVD	COLLEYVILLE, TX	76034	46 PIAZZA LN # 36 110
BAJRAM & RUZDI INVESTMENTS LLC	206 MILL WOOD DR	COLLEYVILLE, TX	76034	5150 COLLEYVILLE BLVD
GILLILAND, DOUGLAS H	9285 HUNTINGTON SQ # 100	NORTH RICHLAND HILLS, TX	76182	55 MAIN ST
BURDETTE, DONNA E	77 VERANDA LN	COLLEYVILLE, TX	76034	77 VERANDA LN
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	47 VERANDA LN # 210
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	48 VERANDA LN
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5312 COLLEYVILLE BLVD
LALA FAMILY TRUST	816 CENTRAL DR	COLLEYVILLE, TX	76034	816 CENTRAL DR
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
DS & RS PROPERTIES LLC	2421 ARBOR GATE LN	COLLEYVILLE, TX	76034	5320 Pleasant Run RD
KREIDER, LORRAINE	79 VERANDA LN	COLLEYVILLE, TX	76034	79 VERANDA LN
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
SUNDER HOLDINGS LLC	11464 HARRY HINES BLVD	DALLAS, TX	75229	5201 COLLEYVILLE BLVD
FEAGAN, 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
TURNER, LORI	62 VERANDA LN	COLLEYVILLE, TX	76034	62 VERANDA LN # 311
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX	76034	23 MISSION LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
VILLAGE JV LLC	610 DEFOREST CT	COPELL, TX	75019	76 MAIN ST
C & S SKY BLUE CORPORATION	2127 SERENE CT	KELLER, TX	76248	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
KRAFTHOEFFER, ASHLEY	38 PIAZZA LN	COLLEYVILLE, TX	76034	38 PIAZZA LN # 37 310
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	20 MAIN ST
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
NORWOOD, TODD	6404 CUTTER RIDGE CT	COLLEYVILLE, TX	76034	68 VERANDA LN # 611
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
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	53 VERANDA LN
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX	76034	26 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
LFA PROPERTIES LLC	7904 SHEFFIELD CT	NORTH RICHLAND HILLS, TX	76182	
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
FIRST BAPTIST CH COLLEYVILLE	5405 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5313 PLEASANT RUN RD
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	34 MAIN ST
55 MAIN HOLDINGS LLC	12900 PRESTON RD STE 804	DALLAS, TX	75230	55 MAIN ST
CLARKE PRODUCTS INC	820 CENTRAL DR	COLLEYVILLE, TX	76034	820 CENTRAL DR
BETHEL METHODIST CHURCH OF NOR	5310 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5310 PLEASANT RUN RD
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	70 CASA LN
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
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX	76102	50 MAIN ST
DDK REAL ESTATE INV LLC	7212 THAMES TRL	COLLEYVILLE, TX	76034	5204 COLLEYVILLE BLVD
BELL, WILLIAM M	60 VERANDA LN # 210	COLLEYVILLE, TX	76034	60 VERANDA LN # 210
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 211
GBC CAPITAL LLC	PO BOX 121	COLLEYVILLE, TX	76034	44 VERANDA LN
PITTS, REX A	66 VERANDA LN	COLLEYVILLE, TX	76034	66 VERANDA LN # 510
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
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX	76034	50 PIAZZA LN
BARNARD PARTNERS XIII LTD	PO BOX 127	COLLEYVILLE, TX	76034	5301 COLLEYVILLE BLVD
CAREW, PAT	2106 STONEHAVEN DR	COLLEYVILLE, TX	76034	5108 OAK TIMBERS CT
GABLE, MICHAEL	813 CENTRAL DR	COLLEYVILLE, TX	76034	813 CENTRAL DR
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
VILLAGE OWNERS ASSOCIATION INC	1024 S GREENVILLE AVE STE 230	ALLEN, TX	75002	43 MAIN ST
FIGUEROA FAMILY REVOCABLE TRUS	817 CENTRAL DR	COLLEYVILLE, TX	76034	817 CENTRAL DR
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
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX	76034	97 VILLAGE LN # 112
WILLIAMS, ALFLOYD	33 MAIN ST 210	COLLEYVILLE, TX	76034	33 MAIN ST
XU, SHENG	2113 BRENTCOVE DR	GRAPEVINE, TX	76051	33 MAIN ST
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX	76034	33 MAIN ST
MCR VENTURES LLC	3716 BLOSSOM HEATH RD	DAYTON, OH	45419	33 MAIN ST
TULLY, SUSAN	33 MAIN ST # 240	COLLEYVILLE, TX	76034	33 MAIN ST
ISBELL, STEVE E	5112 OAK TIMBERS CT	COLLEYVILLE, TX	76034	5112 OAK TIMBERS CT
COLLEYVILLE HEIGHTS	825 REGINA COURT	COLLEYVILLE, TX	76034	COURTESY NOTICE
RIVERWALK AT COLLEYVILLE	P.O. BOX 1031	COLLEYVILLE, TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
SPICER, TAMARA L	90 CASA LANE	COLLEYVILLE, TX	76034	APPLICANT



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, April 12, 2021 at 7:00 p.m.

City Council Meetings: Tuesday, May 4, 2021 at 7:30 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lot 1R, Block 1, Village Court, being Lots A1 & A2, Block 1, Village Court. The purpose is to combined the two properties into a one (1) single-family residential lot and allow for the development of a new home. No new lots are proposed.

Zoning Case: PC21-008

Applicant: Tamara L. Spicer

Owner: South Bowie Investment Partners, LP

Location: 5217 & 5201 Pleasant Run Road

Property Description: Lot A1 & A2, Block 1, Village Court

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.

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

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



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

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

For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

RESOLUTION R-21-4626

**A RESOLUTION APPROVING A REPLAT FOR LOT 1R, BLOCK 1,
VILLAGE COURT**

WHEREAS, the Planning and Zoning Commission recommended approval of the Replat for Lot 1R, Block 1, Village Court, on May 10, 2021.

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

Sec. 1. THAT the Replat, for Lot 1R, Block 1, Village Court on approximately 1.93 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS
THE 15th DAY OF JUNE 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

[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 9a

Agenda Date 6/15/2021

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 and 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

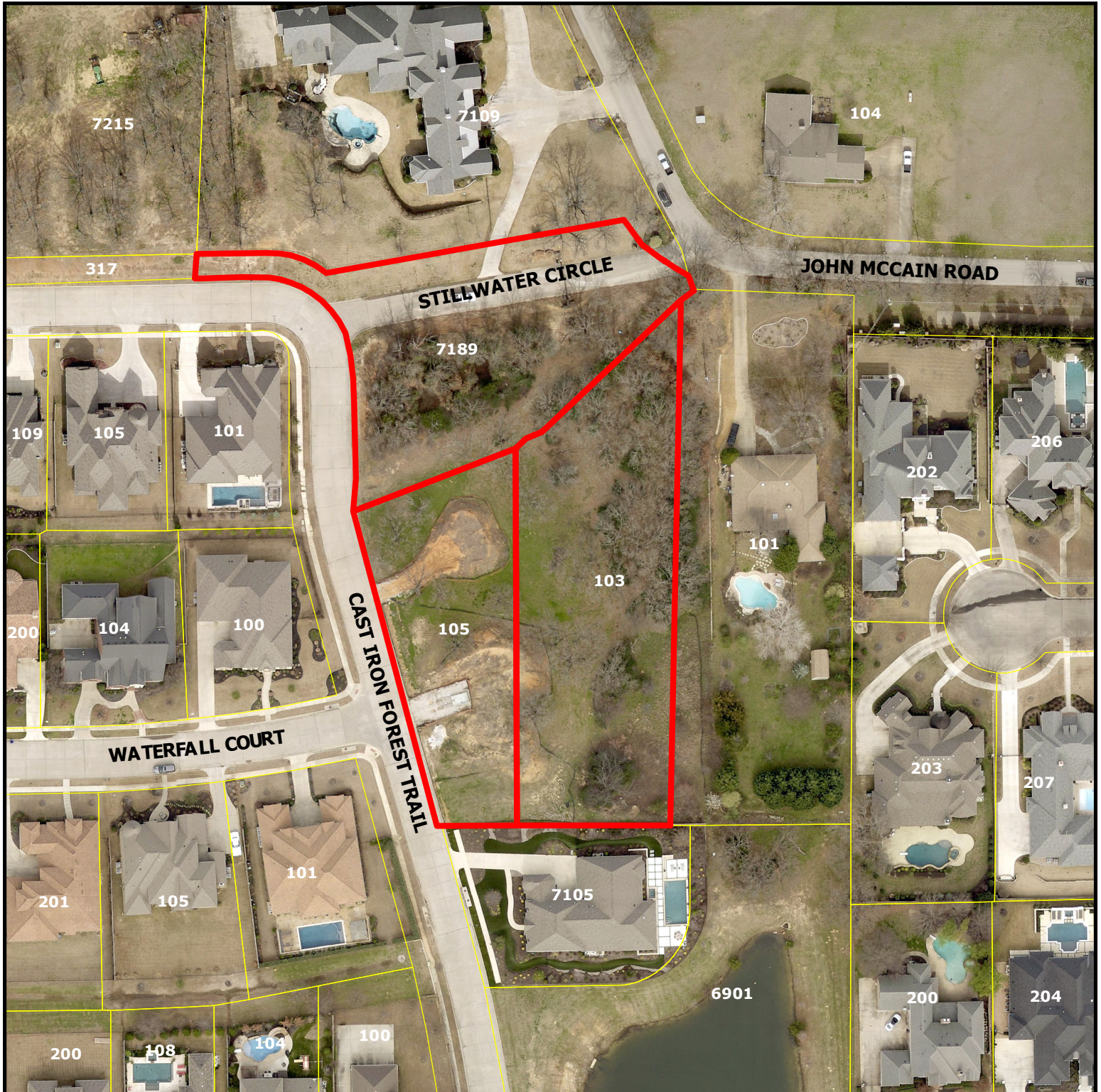
None

Attachments

1. Aerial Map
2. Zoning Map

3. Future Land Use Map
4. Planning Objectives
5. Neidholt Addition
6. Old Grove FINAL PLAT
7. Replat Exhibit
8. Resolution R-21-4574

Aerial Map

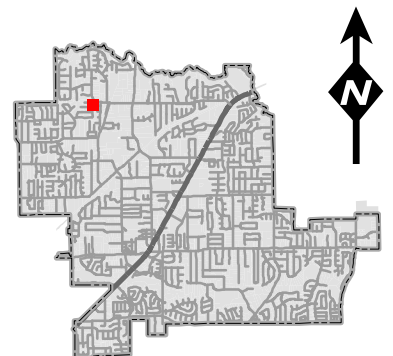


PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest
Trl**



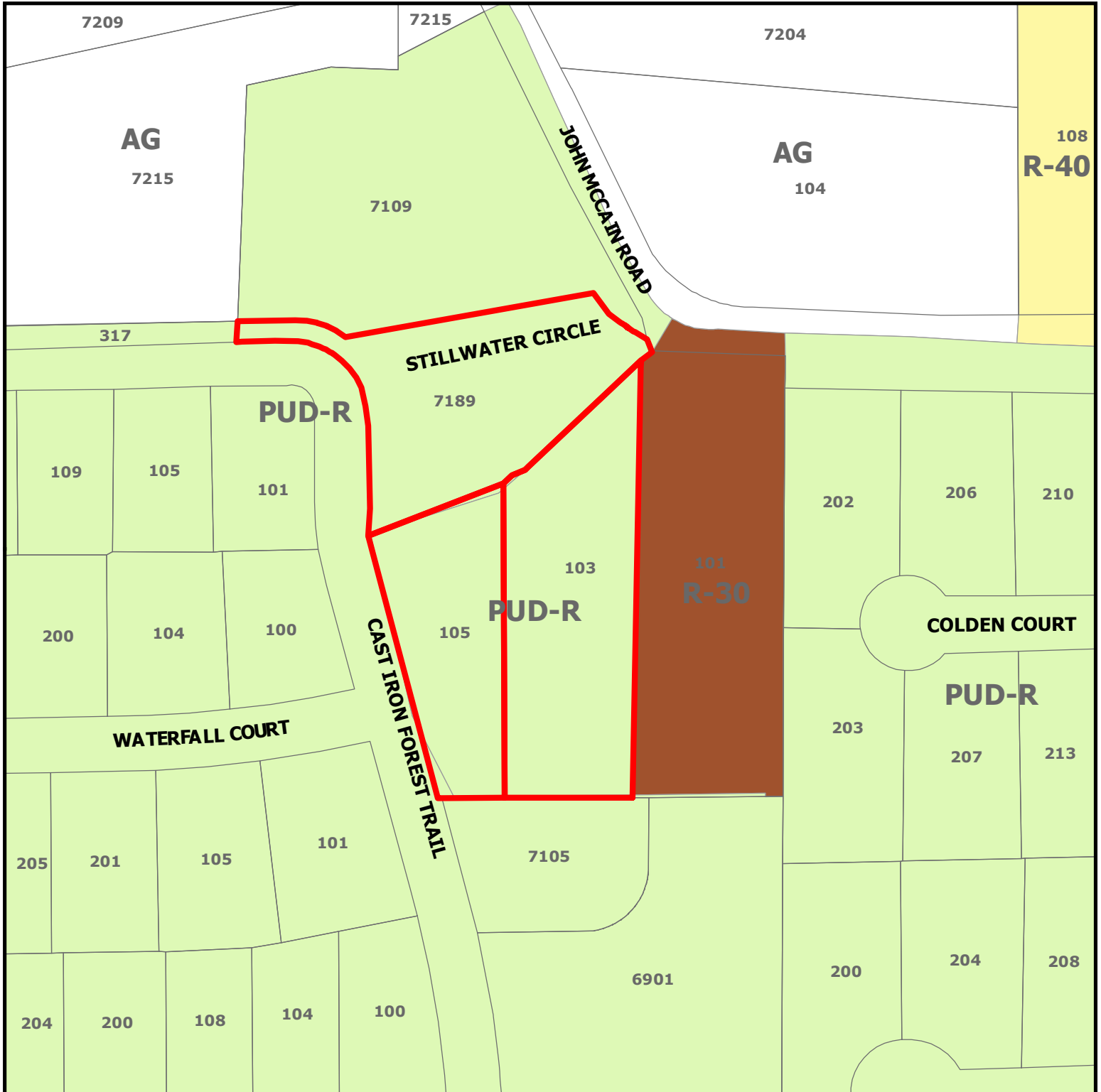
Subject Property



DISCLAIMER:

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Zoning Map



PC20-006

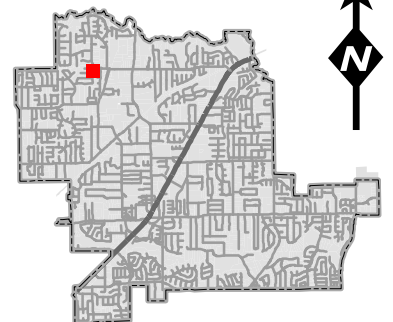
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

DISCLAIMER:

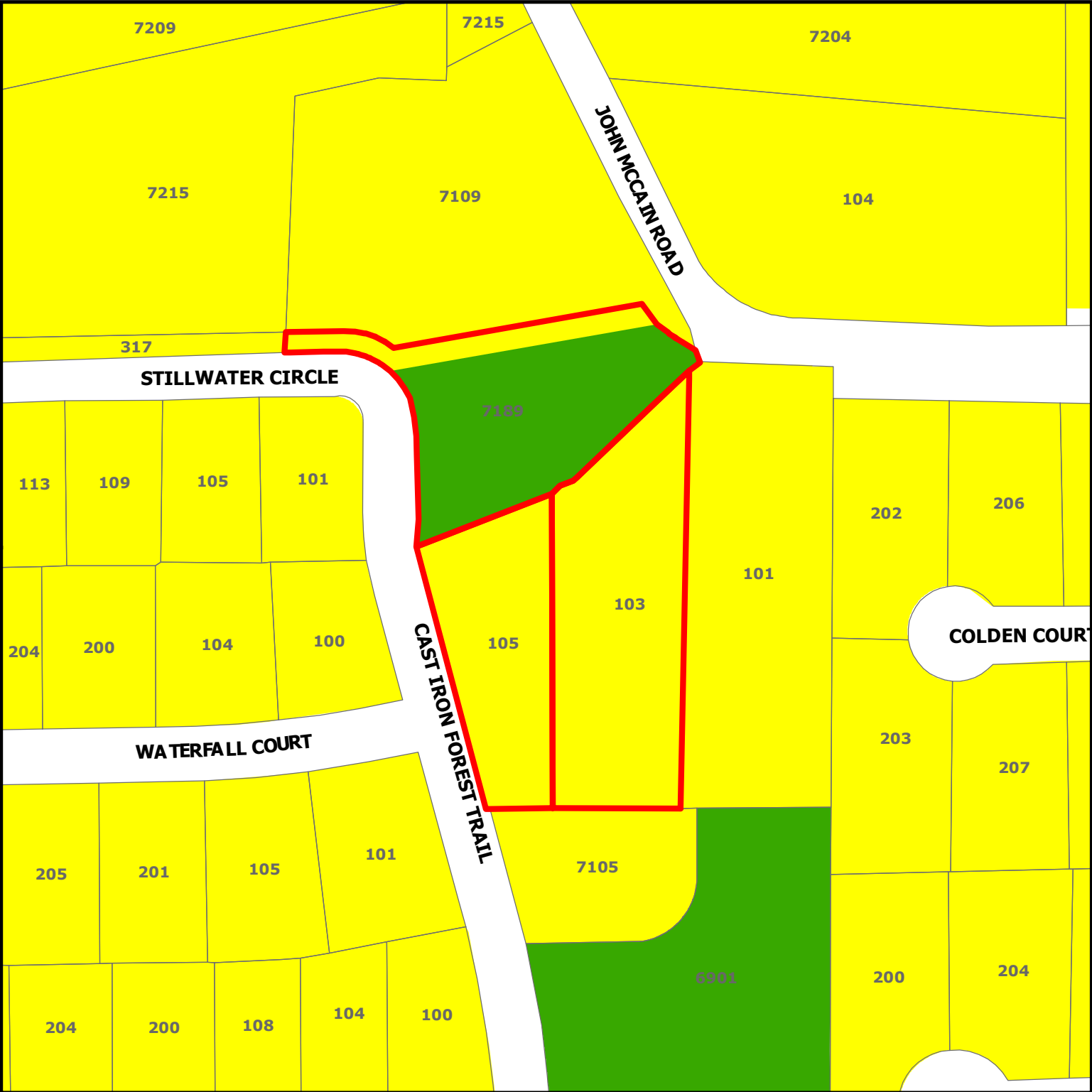
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Subject Property



Future Land Use Map

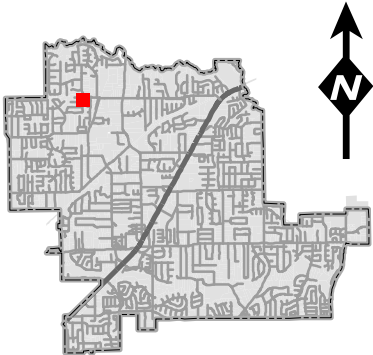


PC20-006

**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

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-  Subject Property
-  Residential
-  Open Space; Parks



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

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 (McCaun Road), by dist call 121.69 feet East and 30.11 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 McCaun 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.

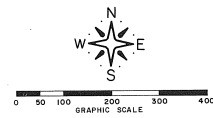
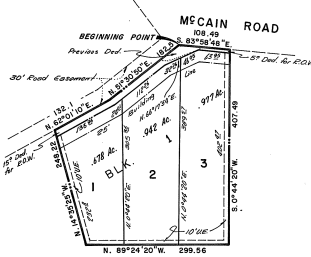
and hereby adopt the attached plat as my plan to subdivide the same to be known as LOTS 1, 2, & 3, BLOCK 1, NEIDHOLT ADDITION, City of Colleyville, Tarrant County, Texas, and the street dedications, easements and building lines are to be as shown on attached plat.

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
Notary Public in and for TARRANT COUNTY, TEXAS



Plot Showing
NEIDHOLT ADDITION
Colleyville,
TARRANT COUNTY, TEXAS.
(Being Part of the D. J. REDDO Survey,
Akm. 232)

OWNER-
LARRY R. NEIDHOLT
500 E. REDBUD
HURST, TEXAS
262-2805

APPROVED BY THE PLANNING AND
ZONING COMMISSION FOR THE CITY
OF COLLEYVILLE, TEXAS:
David C. Moak
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.

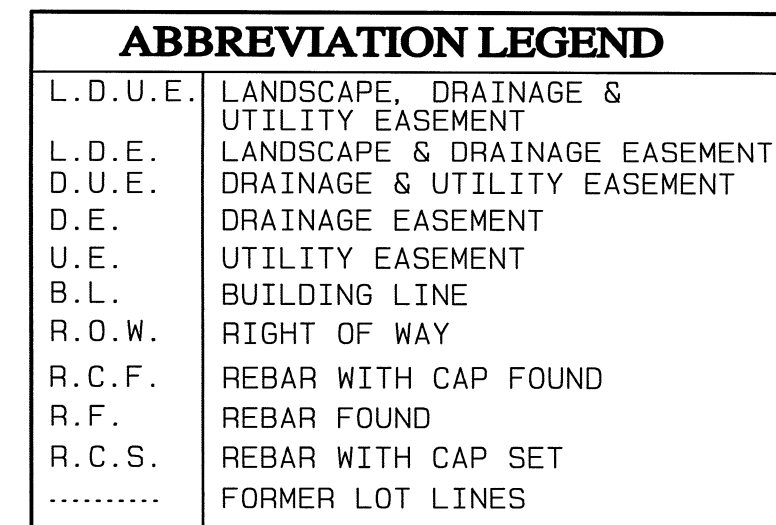
David C. Moak
DAVID C. MOAK R.F.S. 156

SCALE: 1"=100'
LEGEND:
● FOUND STEEL ROD
○ SET STEEL ROD
○ FOUND PINE
○ FOUND ONE DRAIN STAKE
--- POWER OR TELEPHONE LINE
--- FENCE



David C. Moak
REGISTERED PUBLIC SURVEYOR
P. O. BOX 1034
HURST, TEXAS
Date *9-25-78* 78-981

NEIDHOLT ADDN.



LINE	BEARING	DISTANCE
L1	S89°12'27"W	77.19
L2	N89°31'39"W	5.00
L3	N89°12'27"E	5.08
L4	N39°53'07"W	42.21
L5	N50°06'53"E	170.00
L6	S50°06'53"W	170.00
L7	N50°06'53"W	170.00
L8	N50°06'53"E	170.00
L9	N39°53'07"E	90.00
L10	N50°06'53"E	109.22
L11	N50°06'53"E	68.91
L12	S87°19'23"E	55.23
L13	S87°19'23"E	55.23
L14	S84°11'24"E	22.31
L15	S28°40'00"W	27.04
L16	S04°05'10"W	39.82
L17	S04°05'36"W	50.68
L18	S50°30'14"W	69.14
L19	S19°16'59"W	83.43
L20	S61°23'59"W	1.55
L21	N00°06'59"W	75.04
L22	N00°06'59"W	25.00
L23	N77°17'14"E	44.27
L24	N18°47'03"E	46.95
L25	N18°47'03"E	60.14
L26	N50°06'03"E	51.21
L27	N05°06'53"E	51.21

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT
C2	320.00'	54° 23' 32"	54.18'	N05°16'25"W	54.31'	33.20'
C2	325.00'	29°01'29"	164.64'	N25°22'23"W	162.88'	84.13'
C3	250.00'	40°05'57"	174.67'	N70°07'51"E	171.14'	91.07'
C4	250.00'	2°31'47"	11.04'	S88°33'17"E	11.04'	5.52'
C5	700.00'	8°09'19"	99.63'	S83°14'43"E	99.55'	49.90'
C6	1000.00'	5°05'21"	87.66'	S81°40'44"E	87.63'	43.86'
C7	1384.00'	5°46'56"	140.34'	S85°22'42"E	140.28'	70.23'
C8	50.00'	9°01'00"	75.20'	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'	2°06'54"	36.91'	S88°56'33"W	36.91'	18.46'
C11	1000.00'	6°04'10"	105.93'	N86°57'55"W	105.88'	53.02'
C12	75.00'	67°24'10"	88.23'	N65°22'05"E	83.23'	50.02'
C13	50.00'	67°24'10"	88.23'	N65°22'05"E	83.23'	50.02'
C14	25.00'	67°24'10"	29.11'	N67°22'05"E	27.74'	15.67'
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'	21.72'
C18	25.00'	88°25'01"	38.58'	N45°58'52"W	35.01'	21.72'
C19	1000.00'	14°20'47"	150.77'	N08°10'25"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'	S86°57'55"E	105.88'	53.02'
C22	270.00'	15°05'37"	71.13'	N07°39'47"E	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	105.88'	75.00'
C26	34.50'	68°13'06"	41.08'	N55°46'28"E	38.69'	23.37'
C27	100.00'	60°25'57"	105.36'	N47°06'15"E	100.55'	58.16'
C28	130.00'	58°30'14"	132.74'	N48°02'08"E	127.05'	72.81'
C29	120.00'	58°15'26"	122.01'	N47°54'46"E	116.83'	66.87'
C30	80.00'	46°22'15"	64.75'	S35°54'22"E	92.99'	34.26'
C31	65.00'	59°18'22"	66.88'	N60°18'22"E	66.88'	34.26'
C32	102.80'	42°11'36"	75.70'	S45°25'59"E	74.09'	39.66'

1. The bearings shown hereon 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.
2. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 46439-020195 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).
3. 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.

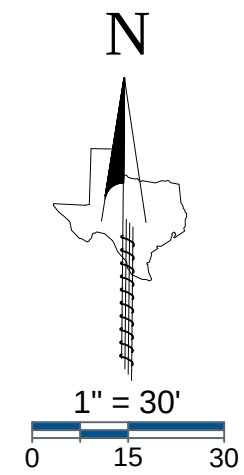
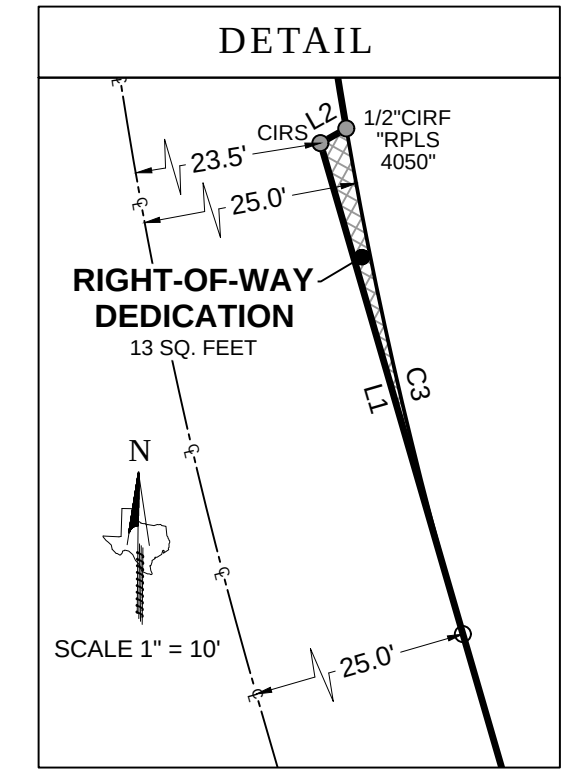
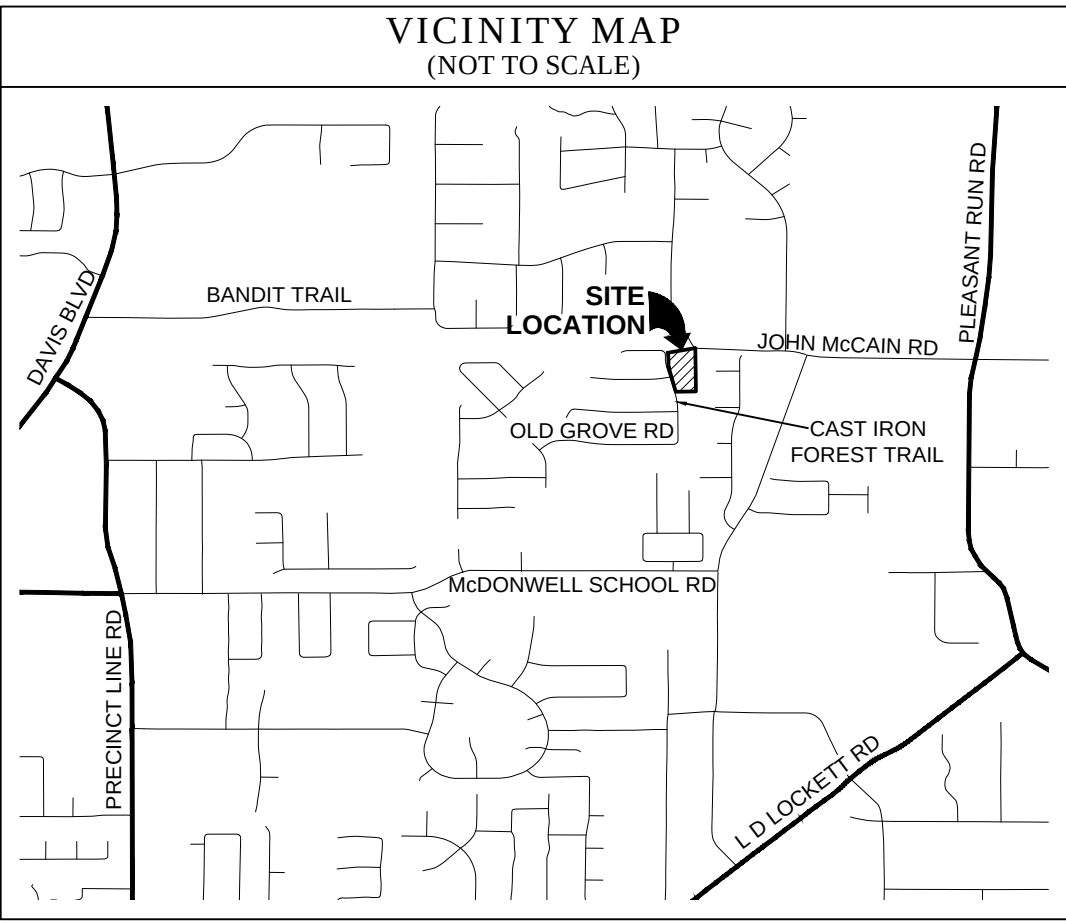
OF
OLD GROVE ADDITION
 BEING A REPLAT OF LOTS 45, 46X & 47X, BLOCK A
 OF WHITTIER HEIGHTS, PHASE I
 CABINET A, SLIDE 8667
 PLAT RECORDS OF TARRANT COUNTY, TEXAS

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

SHEET 1 OF 2

THIS PLAT FILED IN CAB. A SLIDE 9807 DATED 1-6 2009

OLD GROVE ADDITION Replat of lots 45, 46 & 47, BLK 1



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 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

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 23rd DAY OF MARCH 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

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 9b

Agenda Date 6/15/2021

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 two lots and an open space lot.

Lot Dimensions and Setbacks:

Per Ordinance 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 four lots. The proposal has reduced the lot number to two 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 was not 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 does not 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 Planning and Zoning and City Council for consideration in the past. Although the first statement is based on the LDC, the legal issues and the will of Planning and Zoning 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 two proposed lots. With the upsizing of the pipe, evaluate the possibility of routing the flow from the two proposed lots to the existing pond. If possible, this potentially would satisfy citizen and 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 and Zoning Commission Recommendation: The Planning and Zoning Commission recommended denial of the Replat at their December 14, 2020 meeting by a vote of 4-0.

Financial Impact

There is no financial impact to the City.

Recommendation

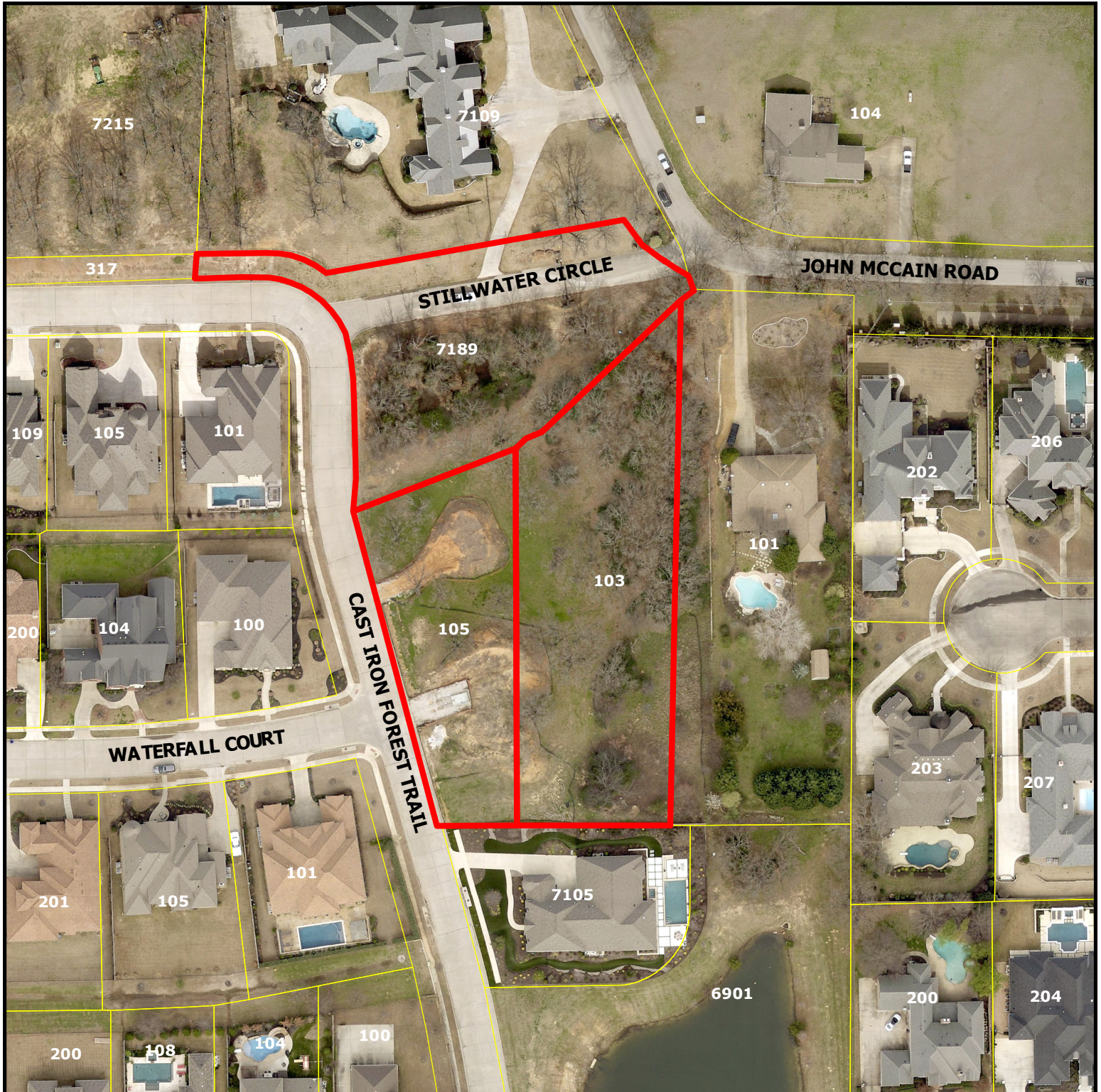
Denial

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

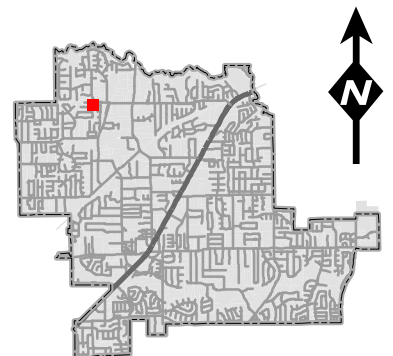
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and 7189 Cast Iron Forest
Trl**

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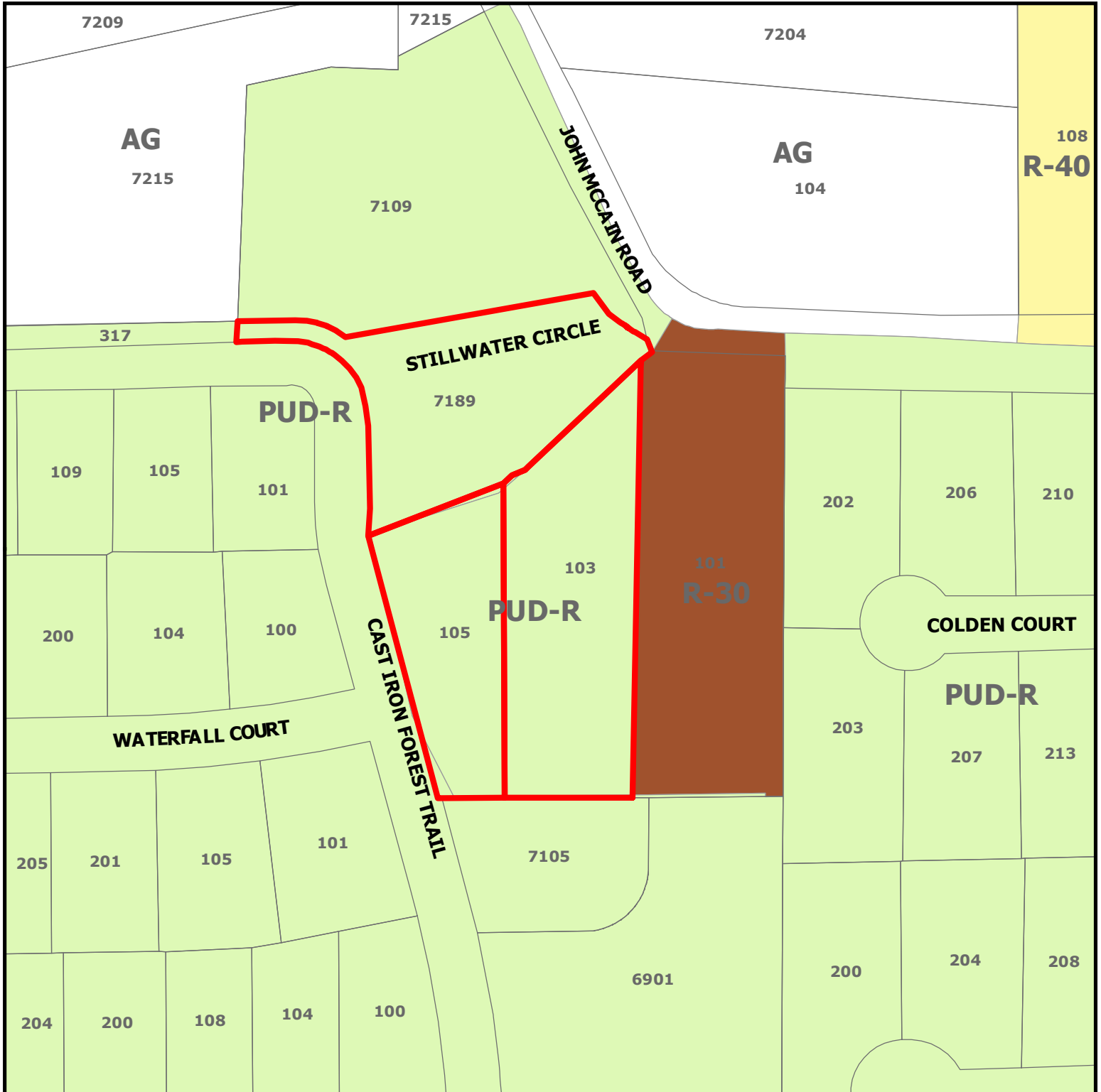
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



PC20-006

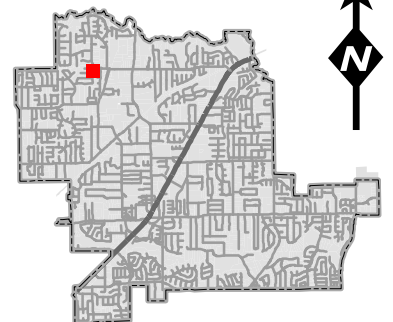
**105 & 103 John McCain Rd
and 7189 Cast Iron Forest Trl**

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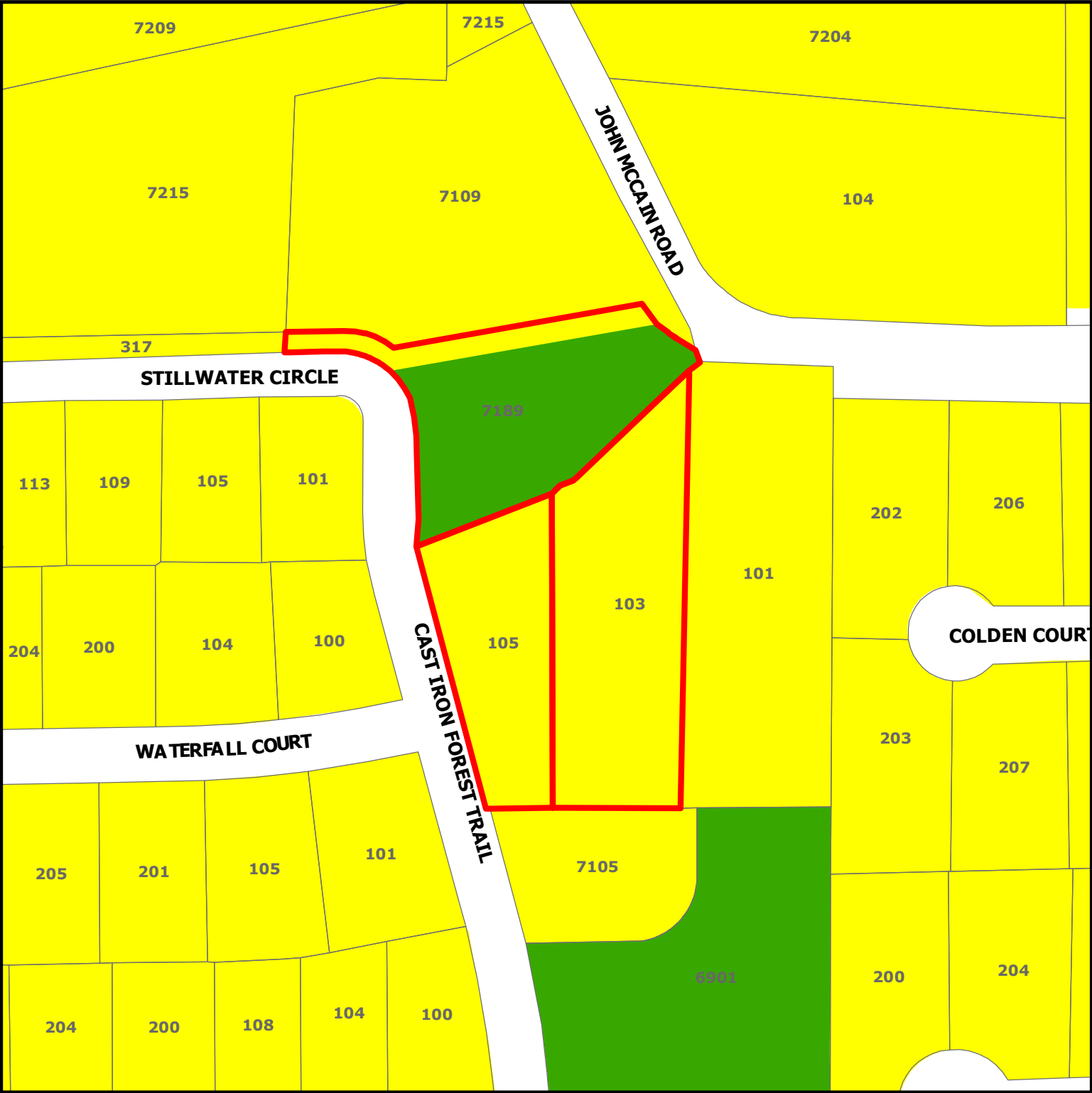
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Subject Property



Future Land Use Map

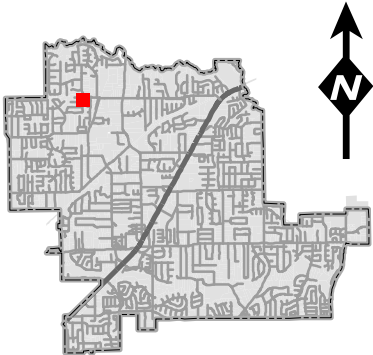


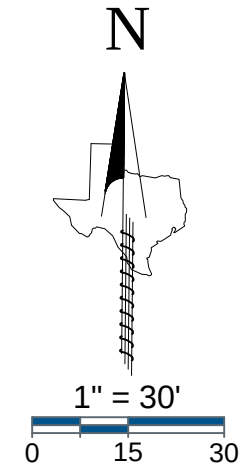
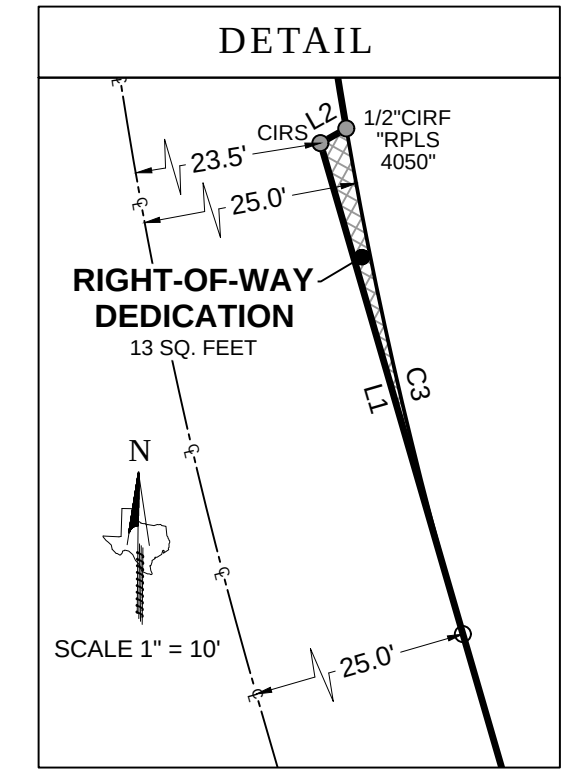
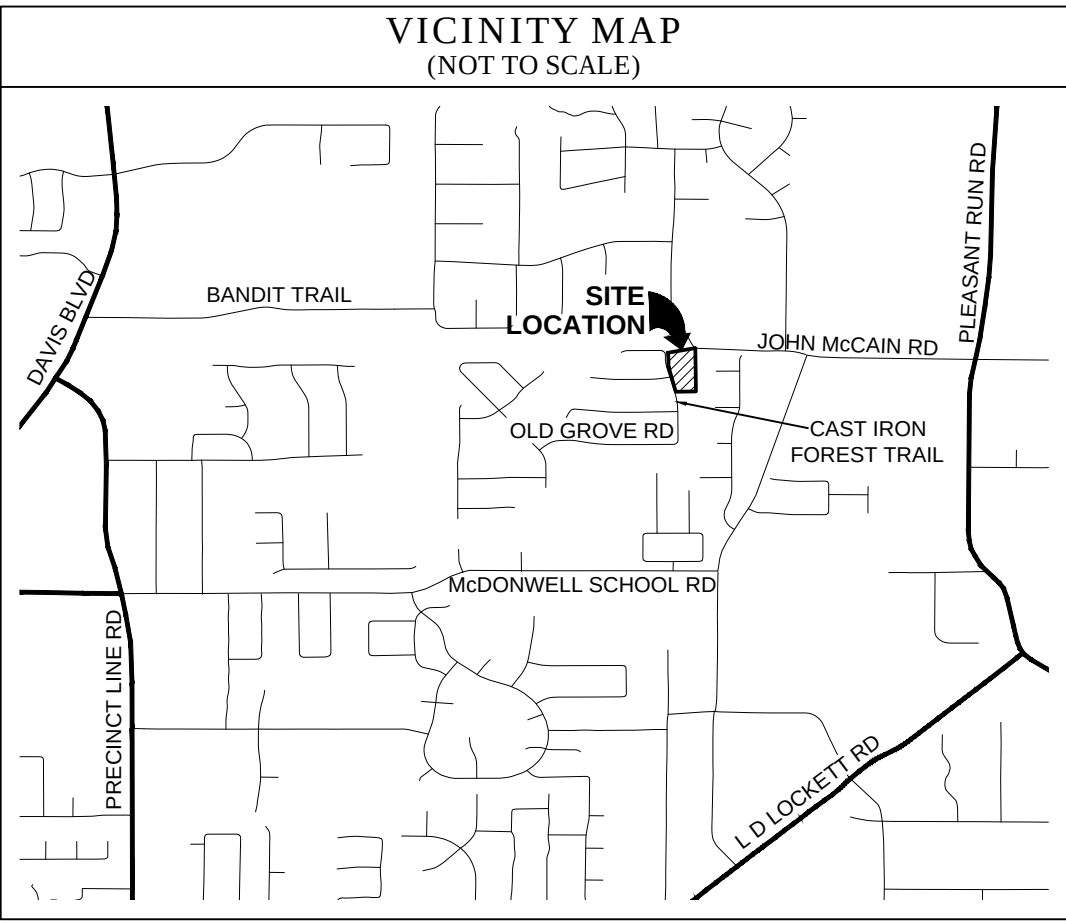
PC20-006

**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, N80°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, 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

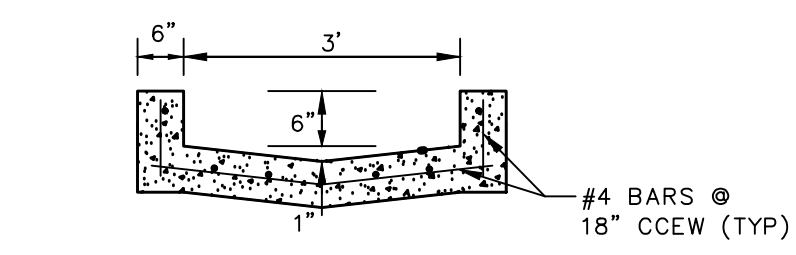
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite 104
Denton, TX 76201
(940) 222-3009

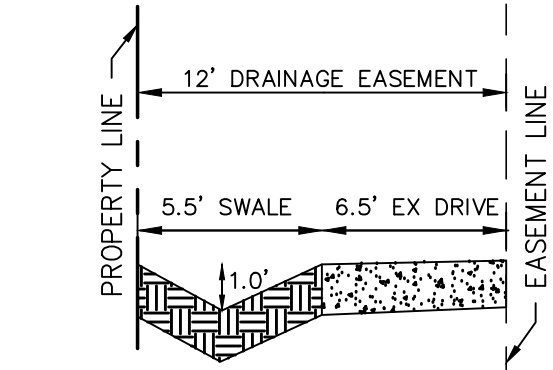
ENGINEER
Pape-Dawson Engineers, Inc.
One Ridgmar Centre
6500 West Fwy, Suite 700
Fort Worth, TX 76116
(817) 870-3668

OWNER
Toll Dallas TX, LLC
2557 Grapevine Parkway, Suite 100
Grapevine, TX 76051
(817) 329-8770

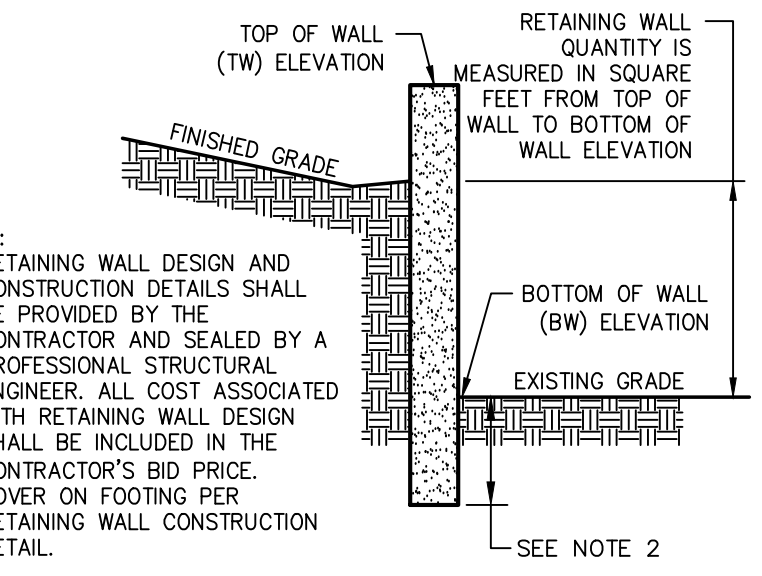
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FLUME DETAIL (SECTION A-A)
NOT-TO-SCALE



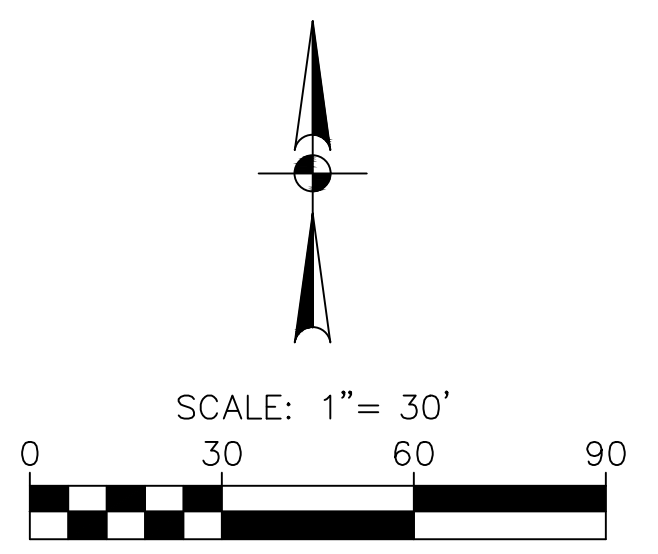
EARTHEN SWALE DETAIL (SECTION C-C)
NOT-TO-SCALE



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.

NO.	REVISION	DATE

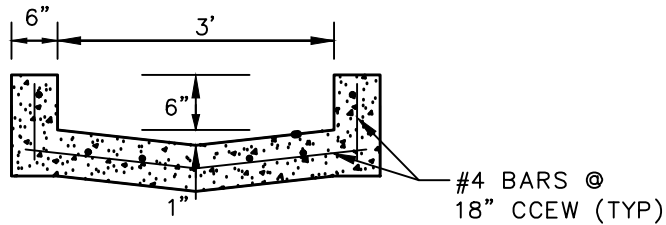
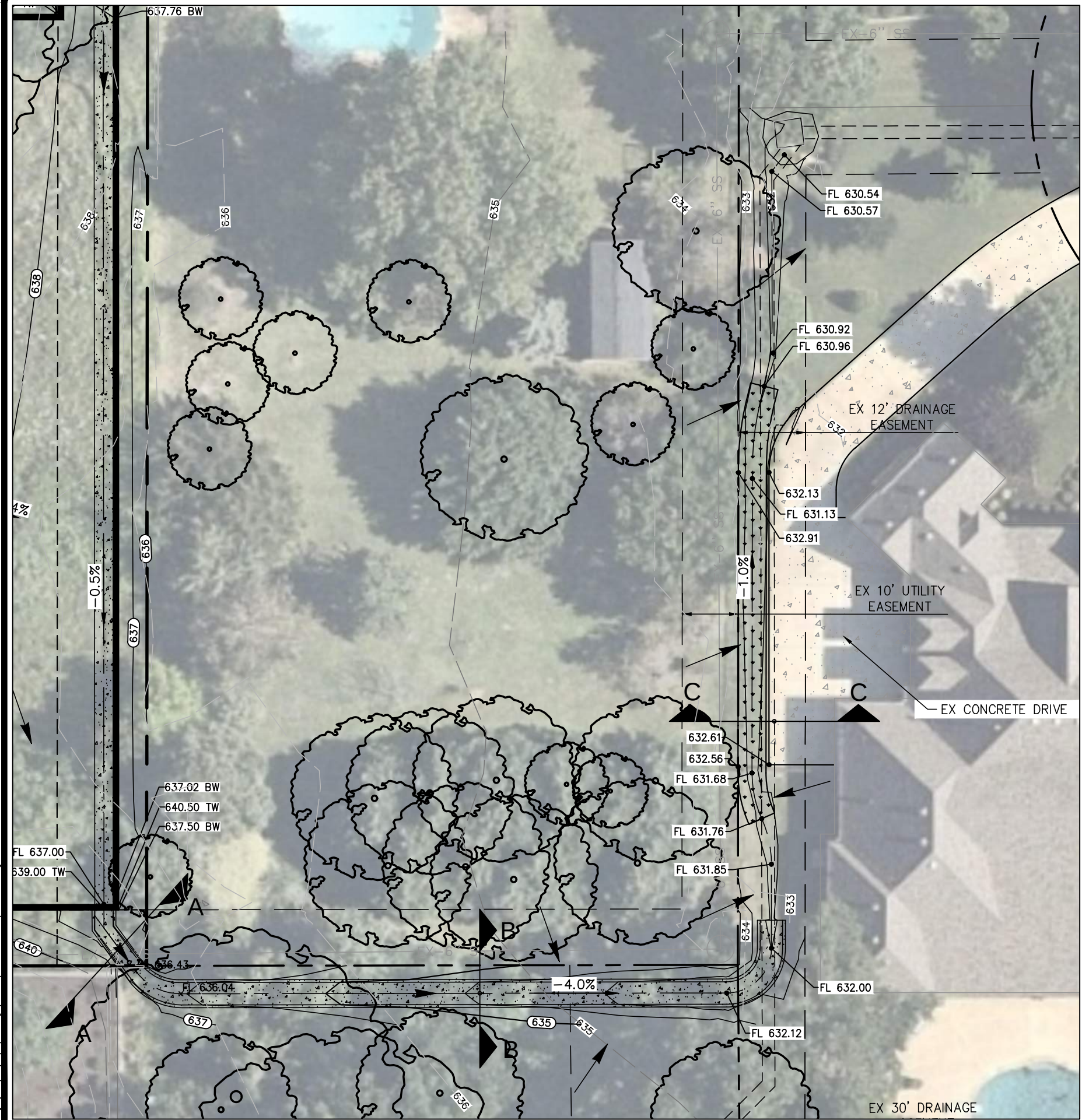
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6500 WEST FW, STE 700 | FORT WORTH, TX 76116 | 817.970.3688
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OLD GROVE - GRADING AND DRAINAGE
SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
GRADING PLAN

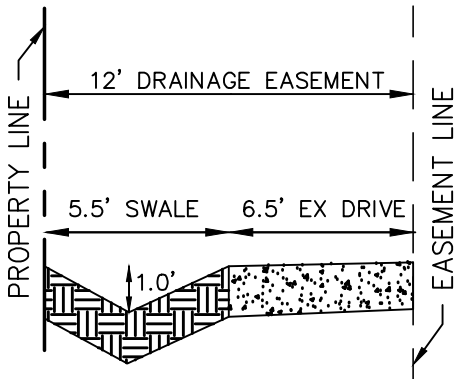
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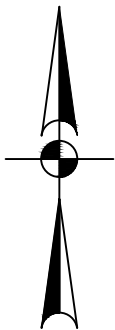
ALL CONCRETE UTILIZED SHALL HAVE A MINIMUM
COMPRESSIVE STRENGTH 4,000 PSI AT 28 DAYS
VERIFIED BY TESTING LABORATORY

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



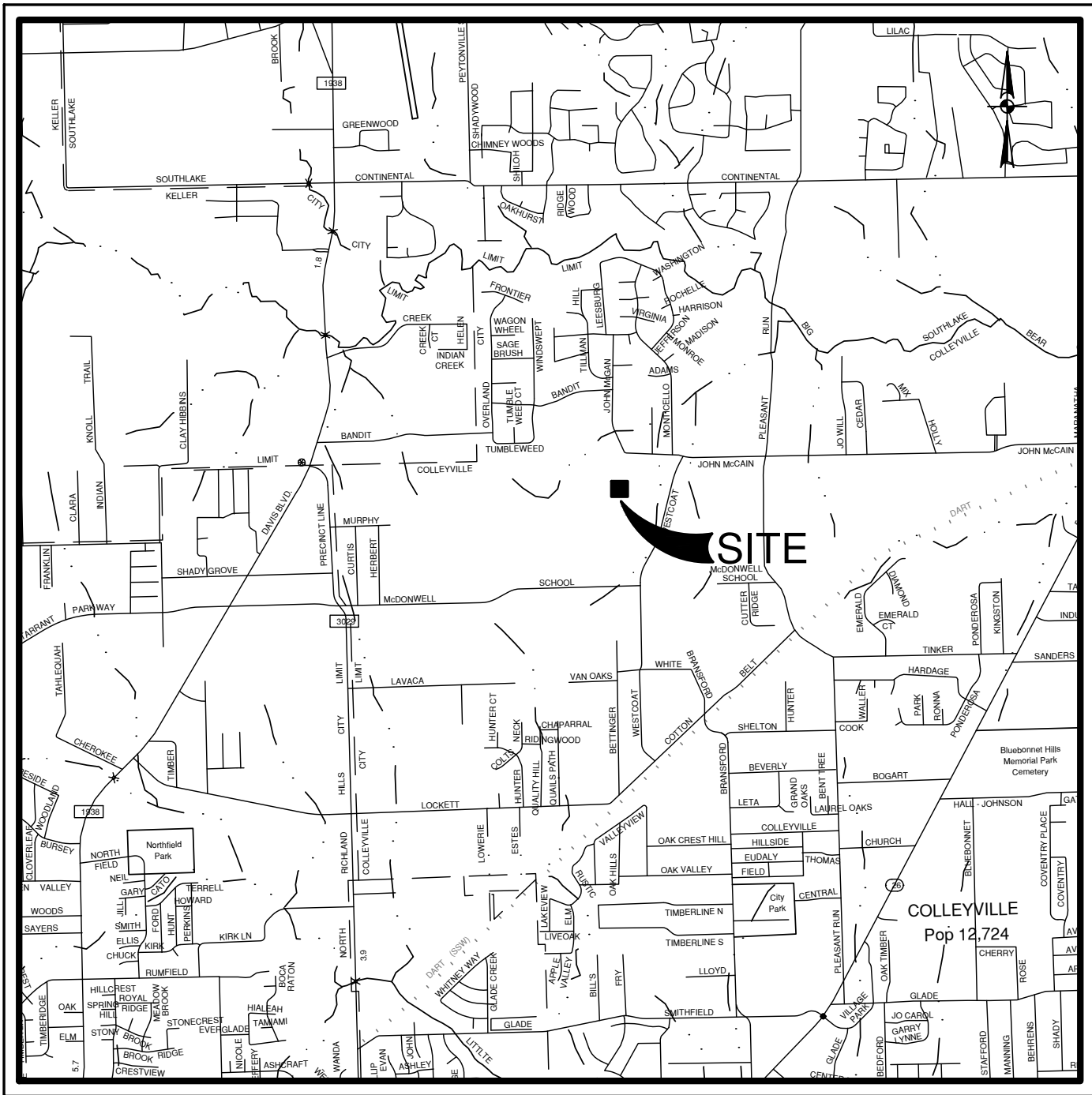
SCALE: 1" = 20'



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



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SHEET INDEX

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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
SLEVEL (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

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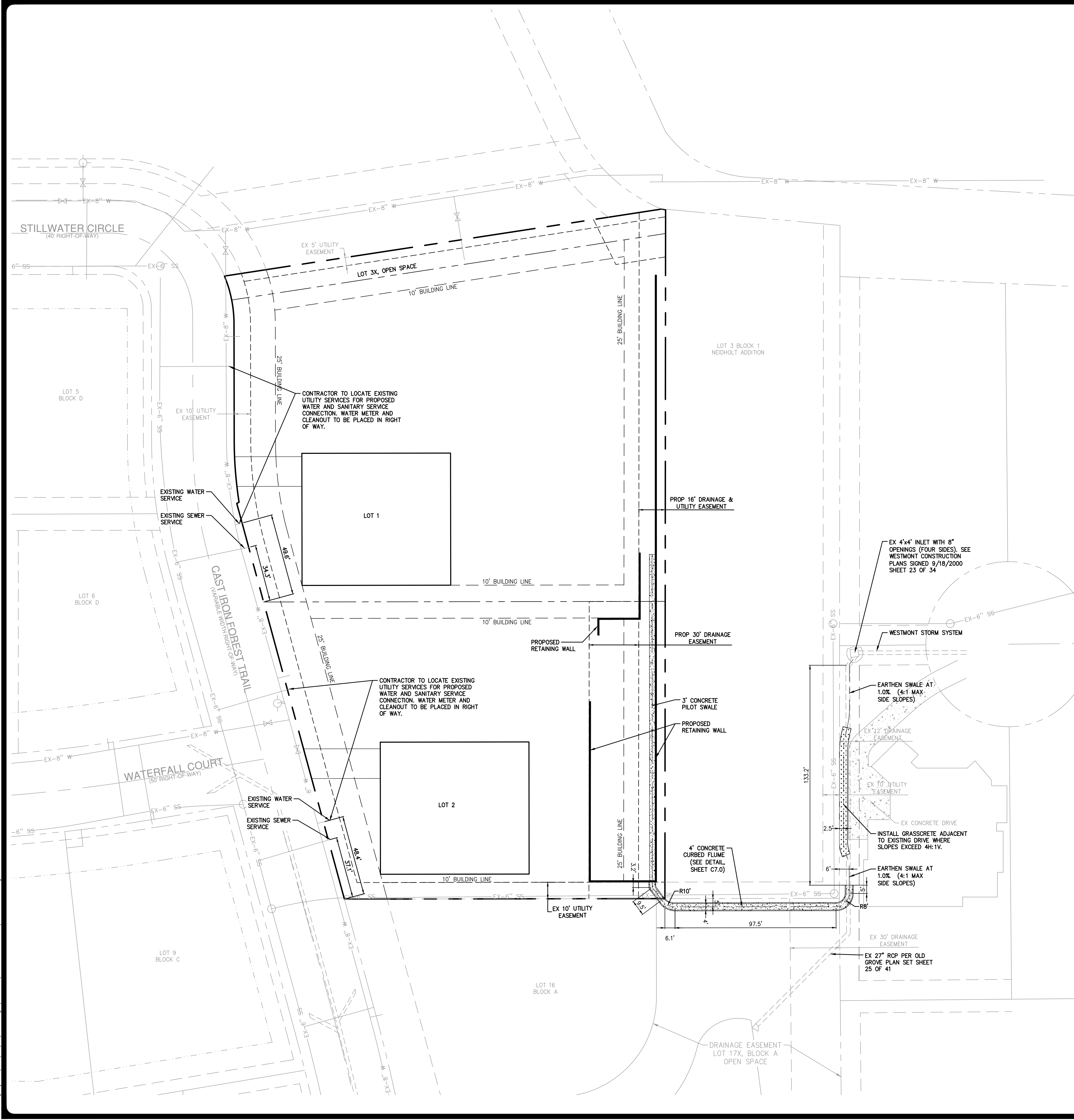
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**PAPE-DAWSON
ENGINEERS**
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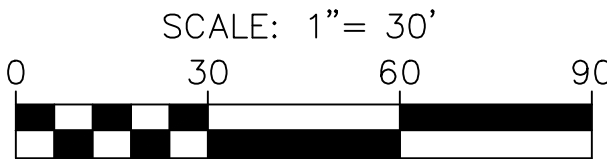
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UTILITY NOTE

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

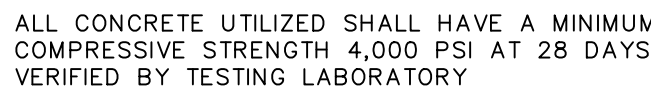
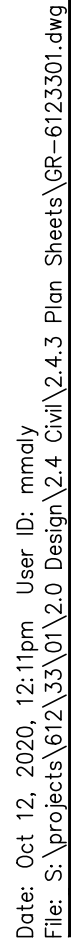
- ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE AND WILL BE CONFIRMED BY CONTRACTOR PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- THIS PLAN REFLECTS NO CONSTRUCTION OF PUBLIC WORKS OR SANITARY SEWER INFRASTRUCTURE. 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

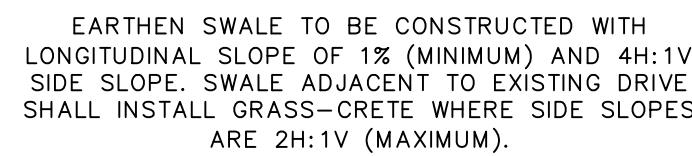
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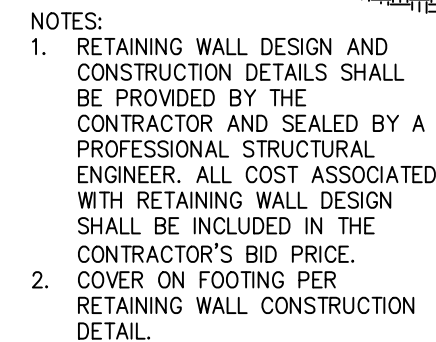
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FLUME DETAIL (SECTION A-A)
NOT-TO-SCALE



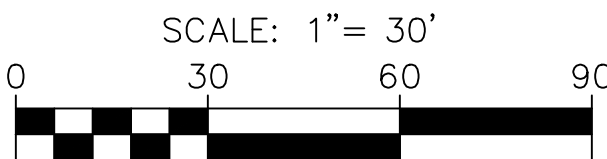
EARTHEN SWALE DETAIL (SECTION C-C)
NOT-TO-SCALE



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.

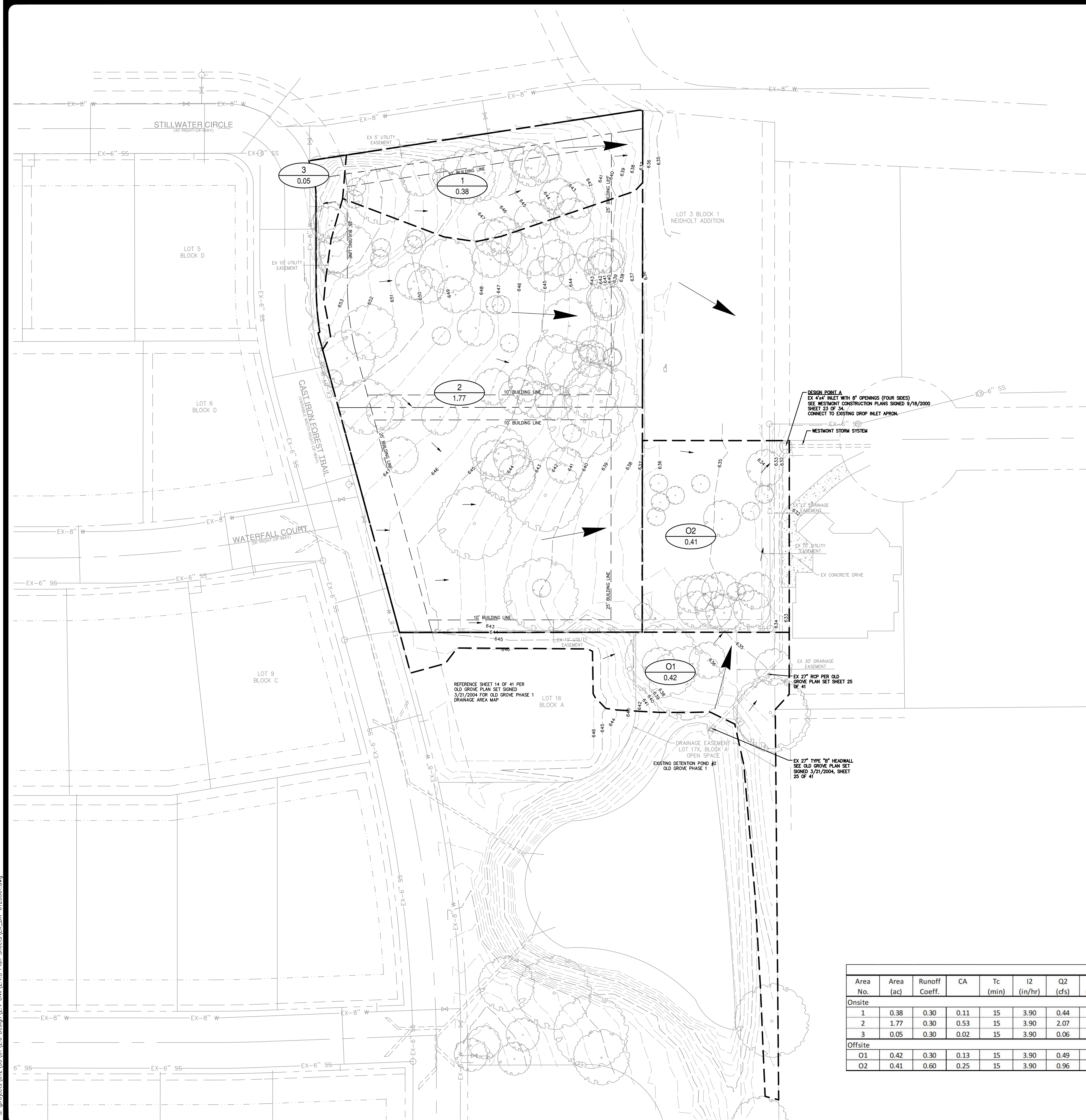
1. CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
 2. ALL SPOT GRADES ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
 3. WALL INFORMATION SHOWN ON PLANS IS TO BE USED FOR HEIGHT AND LOCATION PURPOSES ONLY. ACTUAL WALL AND SLOPE STABILITY DESIGN BY OTHERS. ALL CONSTRUCTION ON SLOPES EXCEEDING 4:1 SHALL REQUIRE GEOTECHNICAL DESIGN FOR SLOPE AND SOIL STABILITY.
 4. *ALL FILL SOIL USED AS FILL SHALL 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.
 5. *LUMESTONE 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 PLACED IN WALL. THE FILL IS PLACED UNDER PADS, STREETS OR ANY OTHER AREAS THAT WILL HAVE ANY TYPE OF STRUCTURES.
 6. COMPACTION SHOULD BE ACCOMPLISHED BY PLACING THE FILL IN SIX INCH THICK LISTS AND COMPACTING EACH LIST TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY. PARTICLE SIZES USED IN FILL SHALL BE LESS THAN SIX (6) INCHES DIAMETER.
 7. GRADING/CONSTRUCTION IS RESPONSIBLE FOR DISPOSAL OFF-SITE OF ALL EXCAVATED AND CLEARED MATERIAL, WHICH SOLID 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 IN STREETS AND PLUS OR MINUS THREE TENTHS OF ONE FOOT FOR 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 SHALL BE WITHIN CITY RIGHT-OF-WAY, OR CITY PROPERTY (I.E. PARK) INCLUDING FOOTING.
 12. REFERENCE GEOTECHNICAL ENGINEERING REPORT PREPARED BY SAM ENGINEERING AND TESTING, LP., 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
SHEET C4.0

Date: Oct 12, 2020, 12:11pm User: D: rmmly
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UTILITY NOTE

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SCALE: 1" = 40'



LEGEND

- EXISTING CONTOUR
- EXISTING DRAINAGE AREA
- EXISTING DRAINAGE FLOW DIRECTION
- EXISTING STORM DRAIN

A=1
1.00

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.

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 Trail	
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	

OLD GROVE - GRADING AND DRAINAGE SEC OF STILLWATER CIRCLE AND CAST IRON FOREST TRAIL COLLEYVILLE, TEXAS EXISTING DRAINAGE AREA MAP

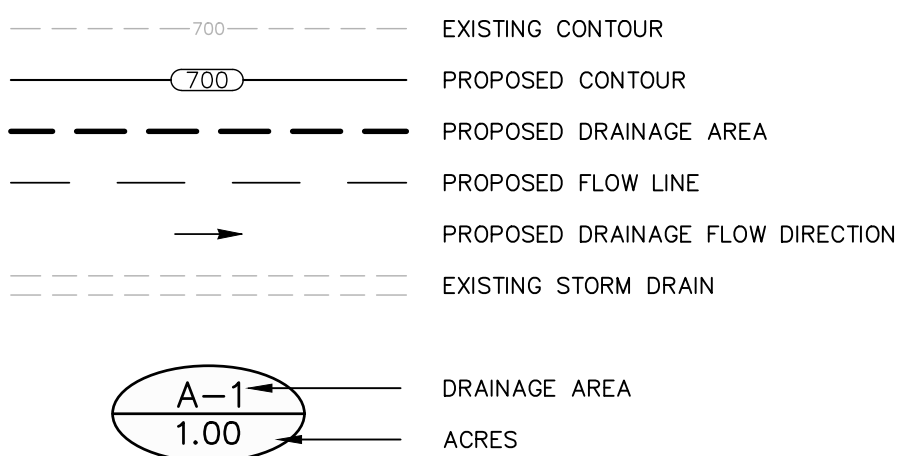
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DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C5.0

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2. DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.

**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.

DOVE - GRADING AND DRAINAGE
WATER CIRCLE AND CAST IRON FOREST TRAIL
COLLEYVILLE, TEXAS
PROPOSED DRAINAGE AREA MAP

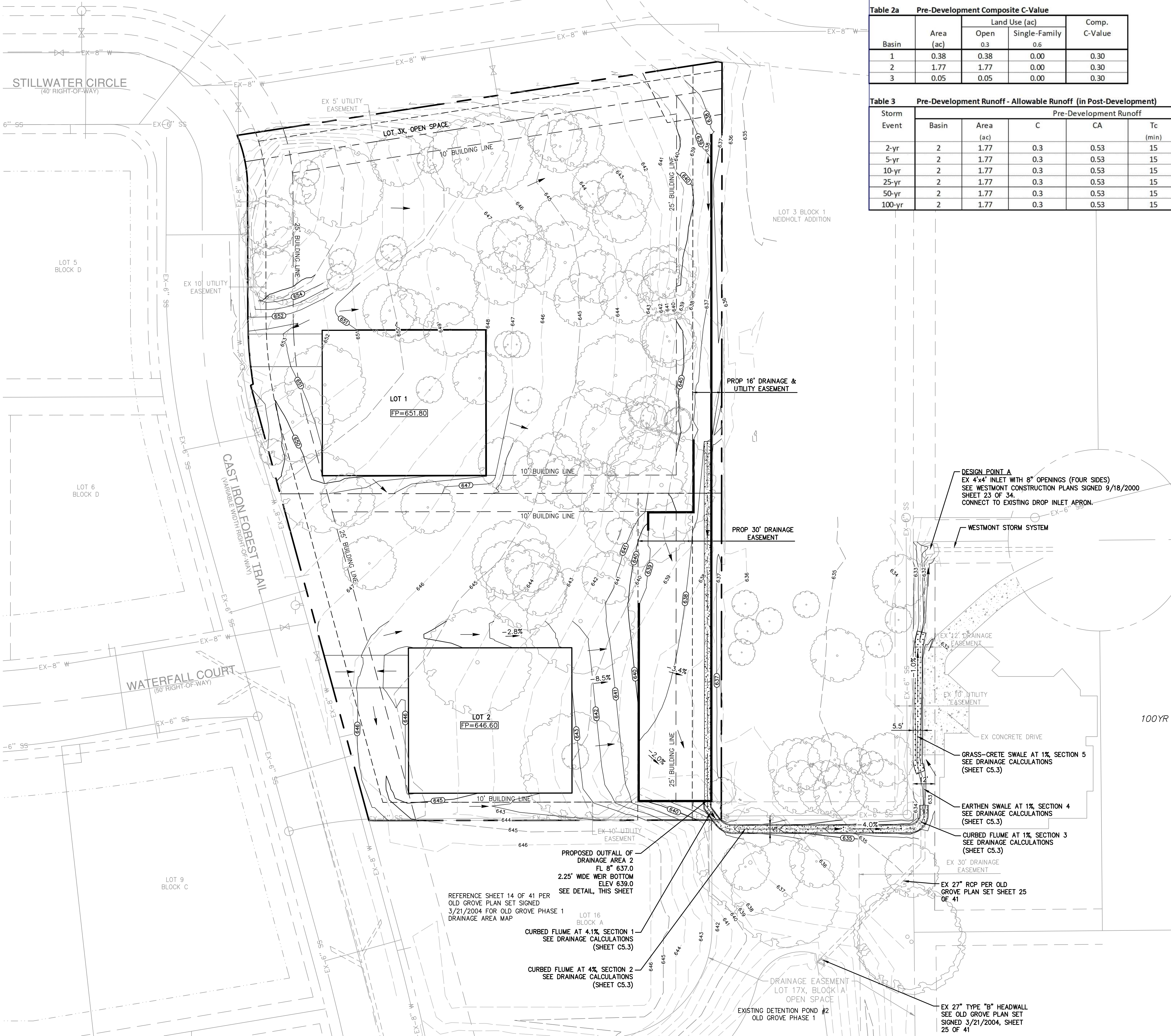
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Old Grove - Phase II at Cast Iron Forest Trail Modified Rational Detention Pond

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 0.3	Single-Family 0.6	
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

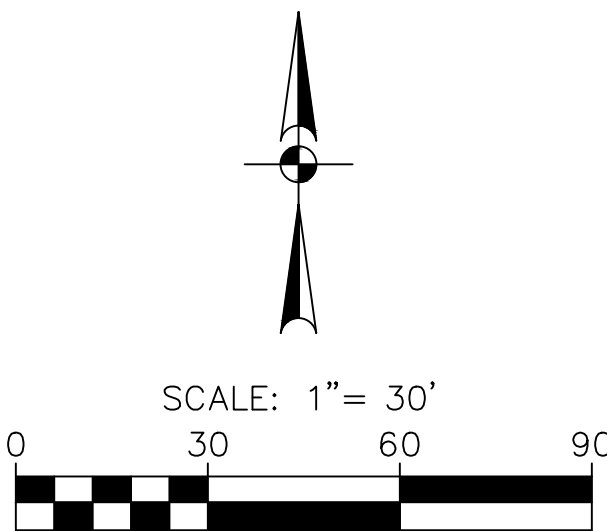
Basin	Area (ac)	Land Use (ac)		Comp. C-Value
		Open 0.3	Single-Family 0.6	
1	0.38	0.38	0.00	0.30
2	1.78	0.00	1.78	0.60
3	0.04	0.04	0.00	0.30

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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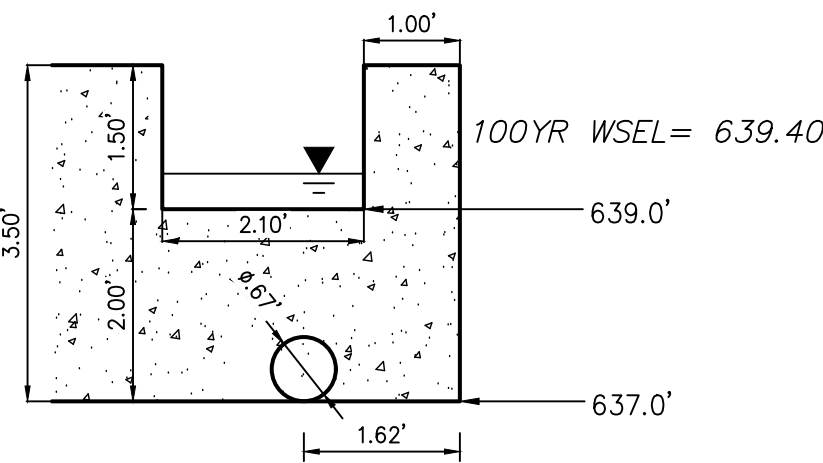
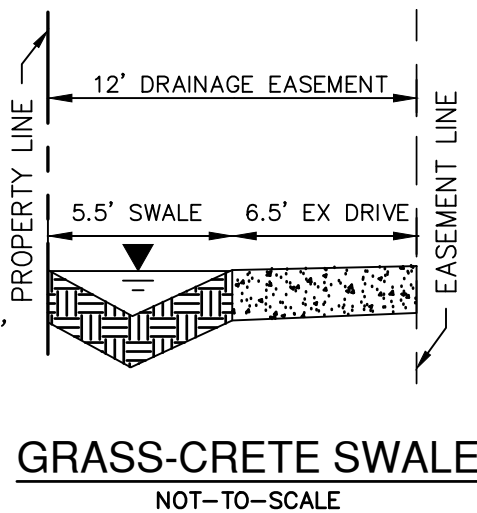
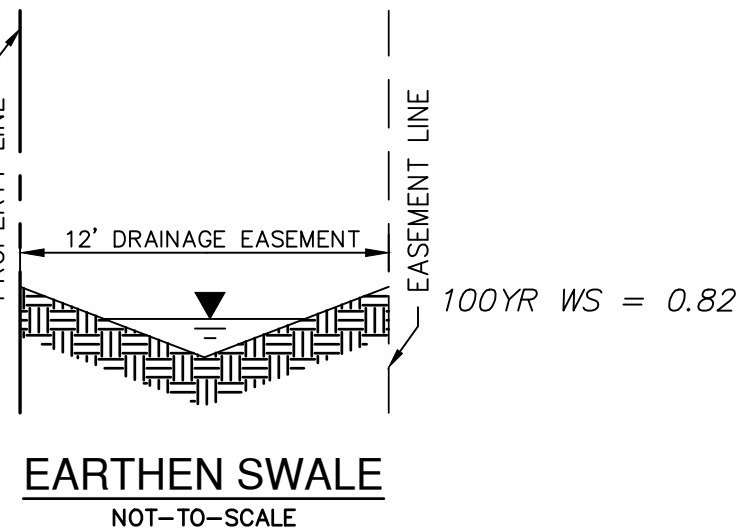
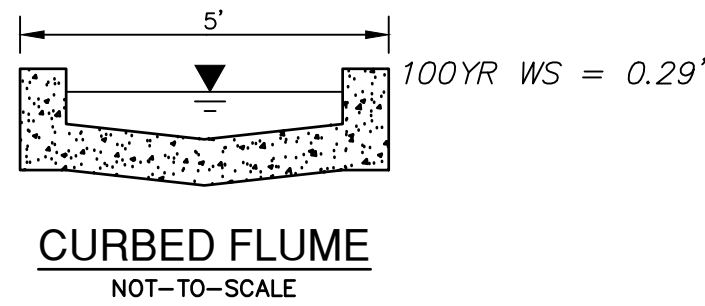


LEGEND

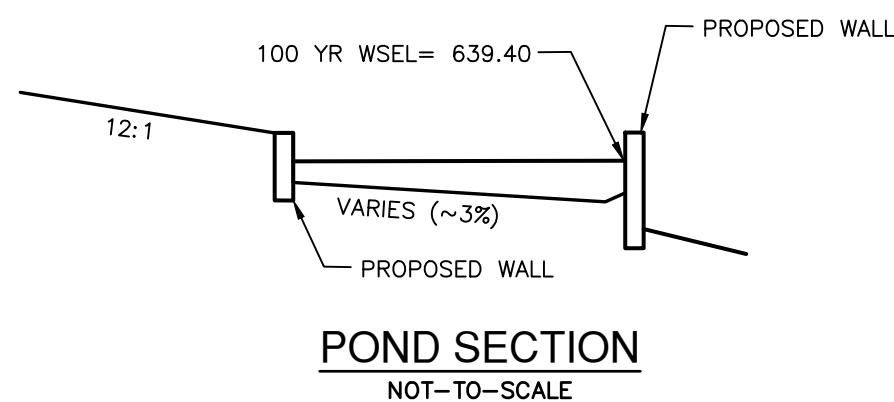
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED FLOW LINE
- PROPOSED DRAINAGE FLOW DIRECTION
- EXISTING STORM DRAIN
- DRAINAGE AREA A-1 1.00 ACRES

NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, RETAINING WALLS AND STRUCTURES UNLESS OTHERWISE NOTED.
- ALL SPOT GRADES ARE FINISHED GRADE UNLESS OTHERWISE NOTED.
- DRAINAGE DESIGN CRITERIA SHALL ADHERE TO THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE.



ALL CONCRETE UTILIZED SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH 4,000 PSI AT 28 DAYS VERIFIED BY TESTING LABORATORY



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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
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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

Elevation (ft)	Area (ft2)	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 Ke	637.00		
Weir 1	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		

Table 7 Proposed Detention Storage Volume

Storm Event	Qa (cfs)	Vreq		Design WSEL ¹ (ft)	Qout ² (cfs)	Qout / Qa	Vprovided ³ (ac-ft)	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:

- Design WSEL determined iteratively based on interpolation of Qa against Qtotal from Table 5.
- Qout calculated based on outlet structure hydraulic information in Table 6 and Design WSEL.
- Vprovided determined by comparing Design WSEL against Elevation-Volume in Table 5.

Tarrant County								
	Return Period							
	1	2	5	10	25	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	21.09
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:

$$T_d = \sqrt{\frac{2CAab}{Q_a}} \cdot b$$

$$V_{\text{preliminary}} = 60 [CAa - (2CabAQ_a)^{1/2} + (Q_a/2) (b-t_c)]$$

$$V_{\text{max}} = V_{\text{preliminary}} \cdot P_{180}/P_{td}$$

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

UTILITY NOTE

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DATE									
REVISION									
NO.									

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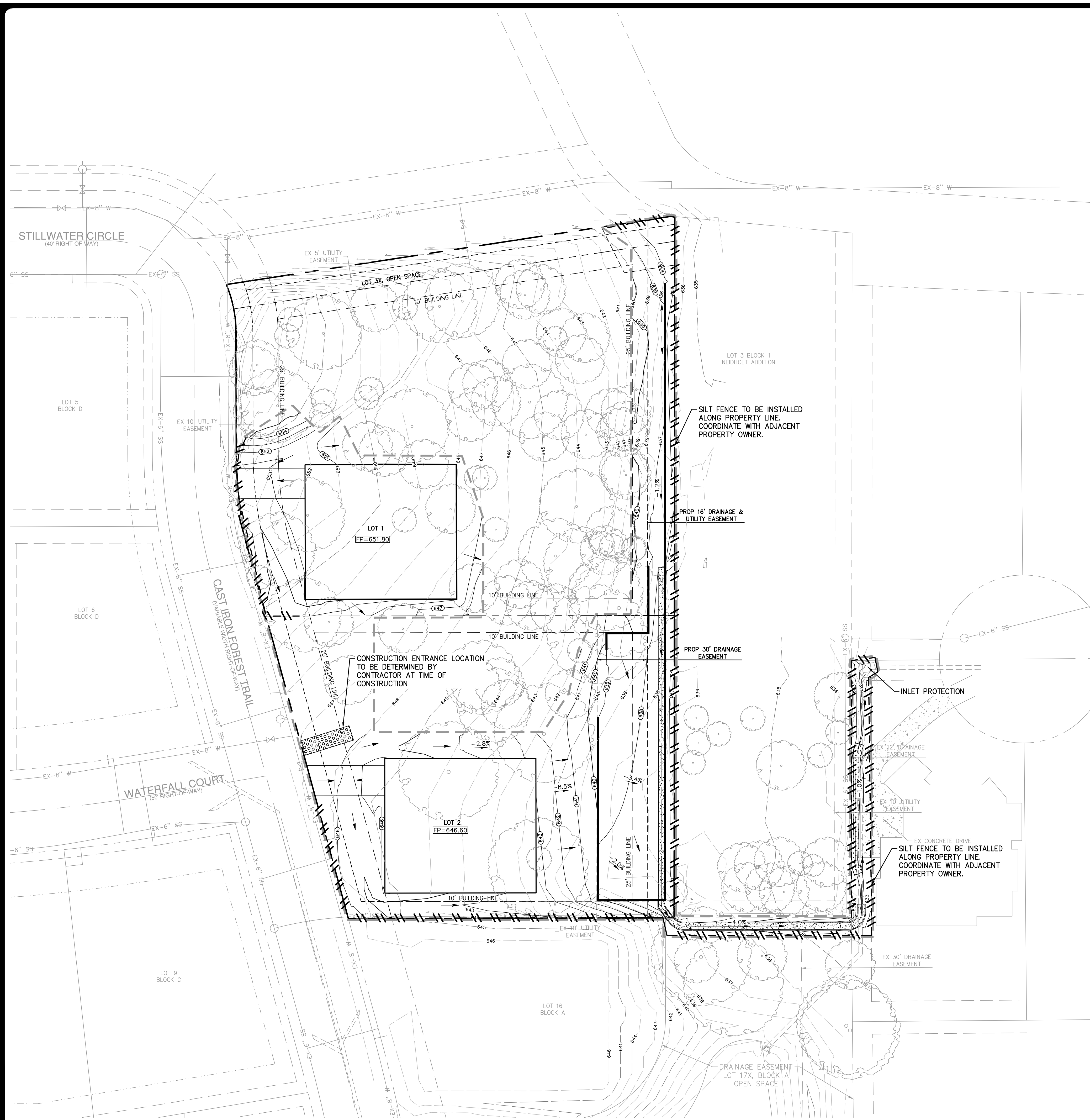
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OLD GROVE - GRADING AND DRAINAGE
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COLLEYVILLE, TEXAS
DRAINAGE & DETENTION CALCULATIONS

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UTILITY NOTE

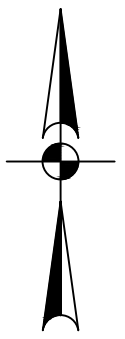
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- TREE PROTECTION TO BE INSTALLED PER TREE SURVEY PLAN PROVIDED BY STUDIO 13 DESIGN GROUP AND SEALED JANUARY 2018. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD OF ANY CHANGES OR FIELD OBSERVATIONS DIFFERING FROM THIS PLAN PRIOR TO CONSTRUCTION AND GRADING.

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

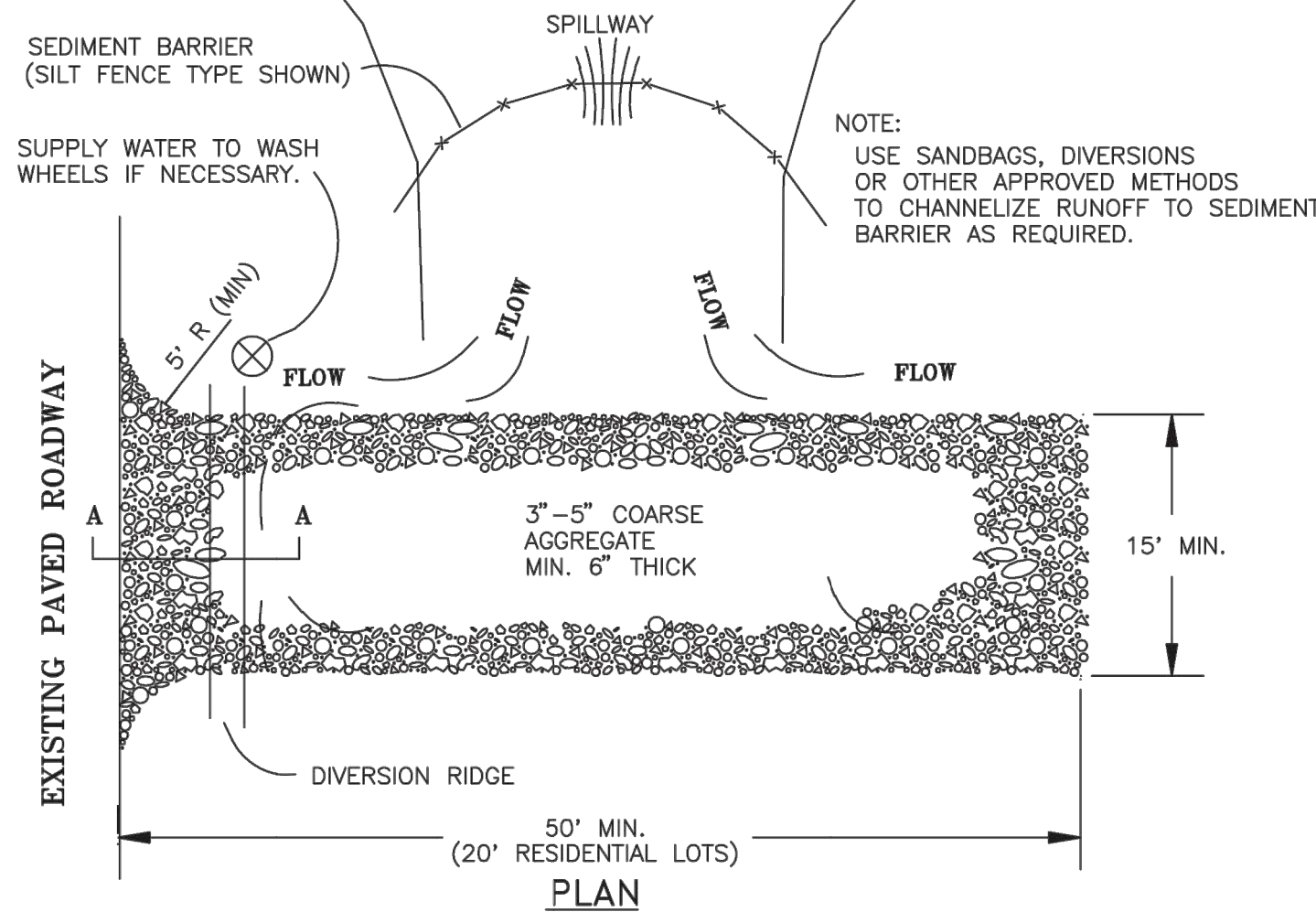
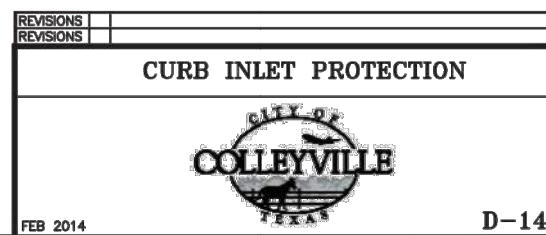
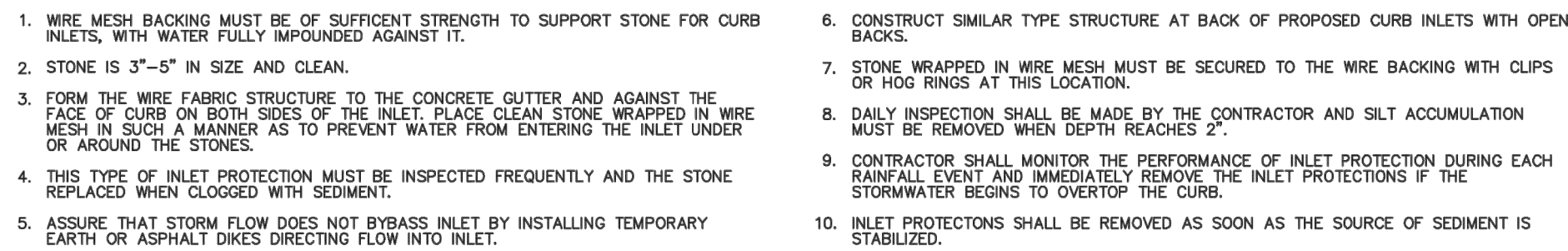
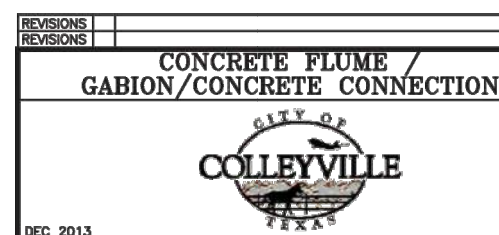
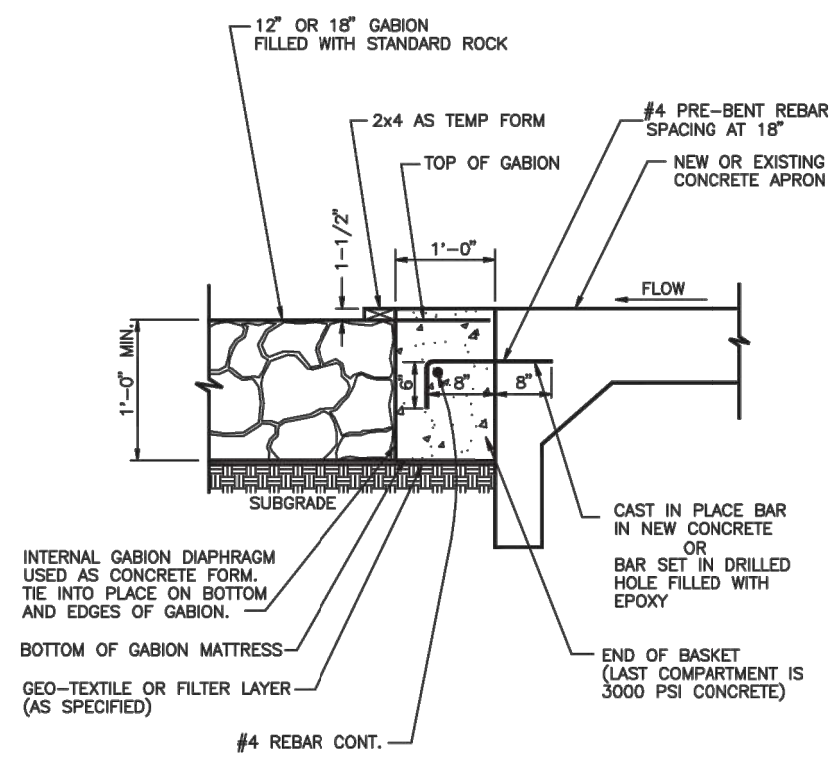
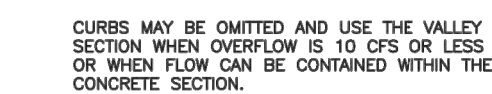
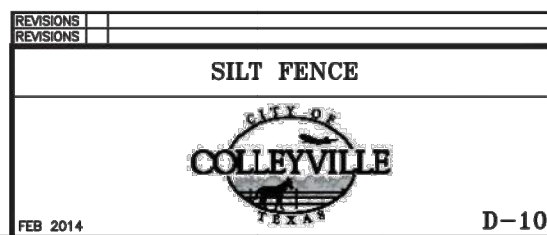
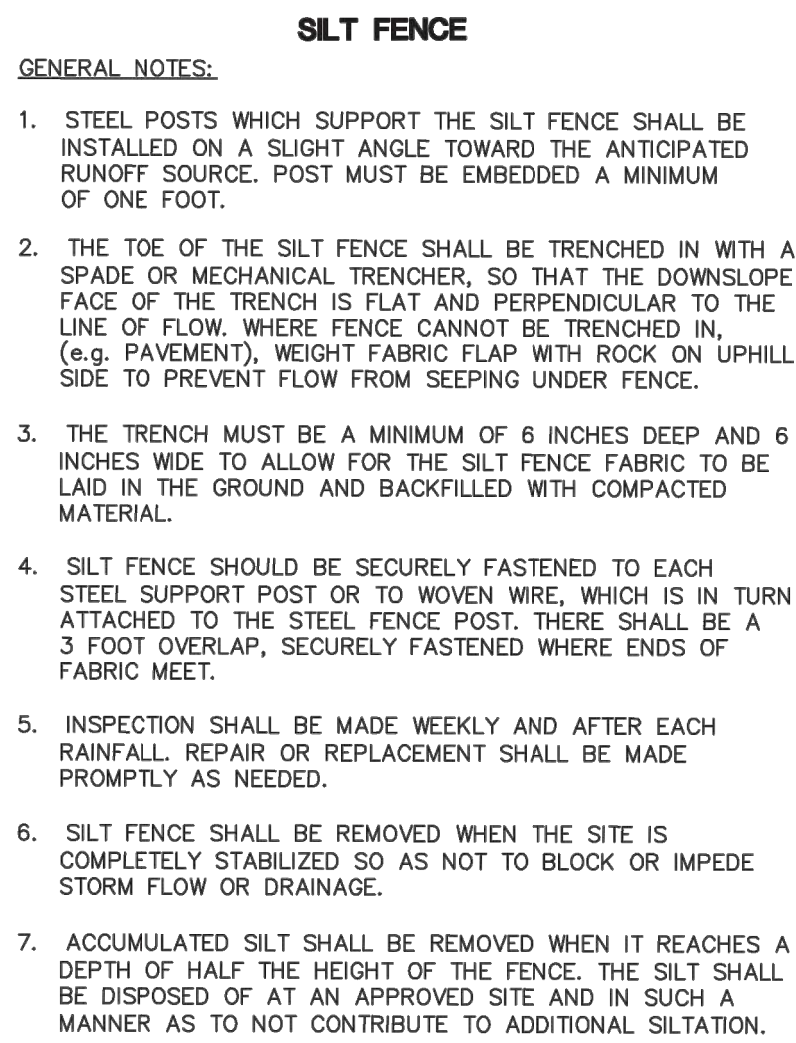
- CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
- LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY THE GOVERNING AUTHORITIES AND ALL PERIMETER EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
- THIS EROSION CONTROL PLAN IS A SUPPLEMENT TO 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 DREGGED 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.

PAPE-DAWSON
ENGINEERS

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TEXAS BOARD OF PROFESSIONAL ENGINEERS FPM REGISTRATION #470

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**



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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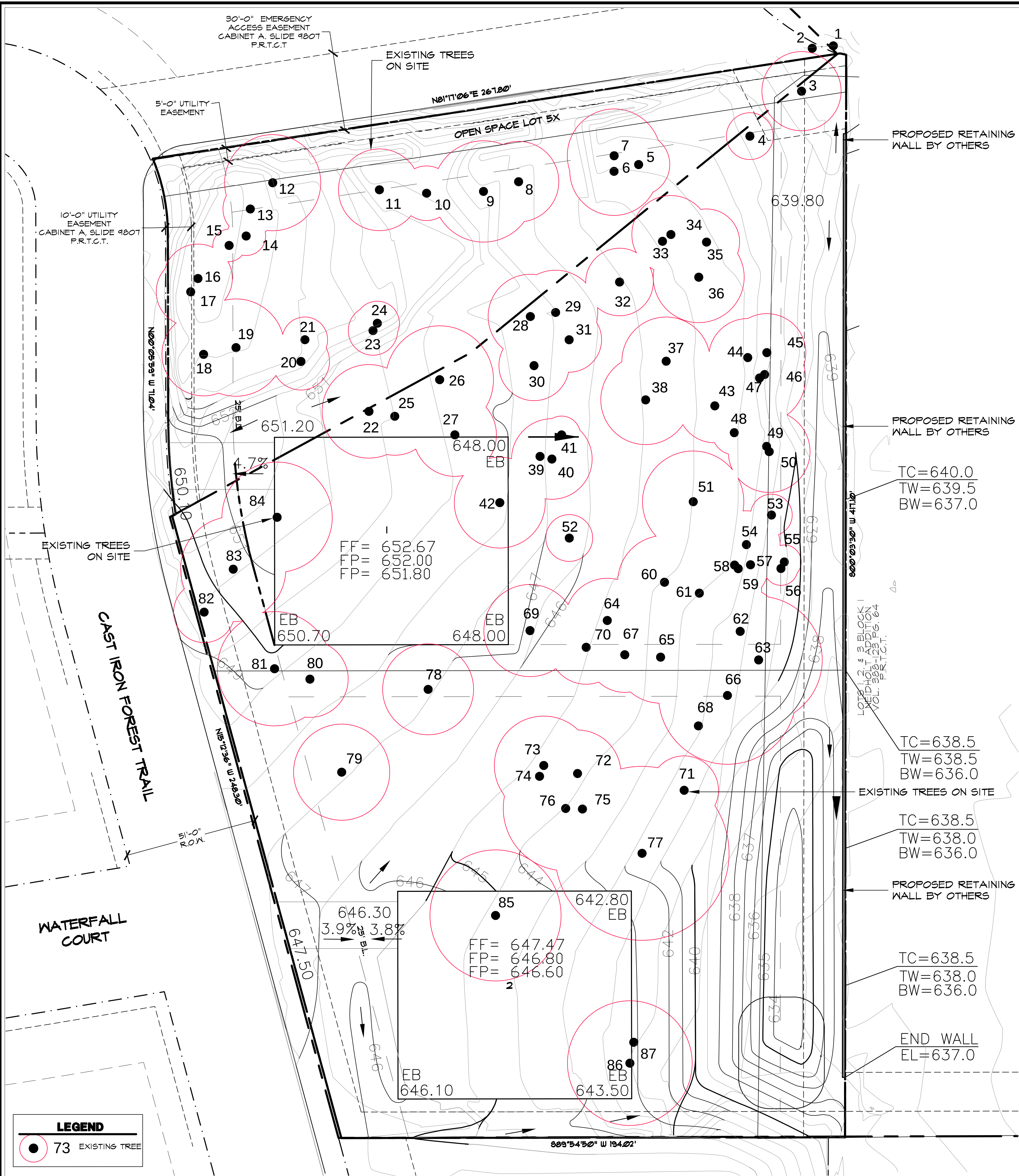
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E - GRADING AND DRAINAGE

JOB NO. 61233-01
DESIGNED MLM
DRAWN MLM
CHECKED CB
DATE OCTOBER 2020
SHEET C7.0

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EXISTING TREE COVERAGE

- TOTAL PROPERTY AREA = 95,724SF
- TOTAL CANOPY COVERAGE ON SITE = 44,870SF

1

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

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
1971
January 10, 2018

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

TREE SURVEY

Tree Survey Plan

Old Grove, Ph. 2

City Colleyville, Tarrant County, Texas

PLAN REVIEW REVISIONS	BY	DATE
1	MRH	7-5-2018

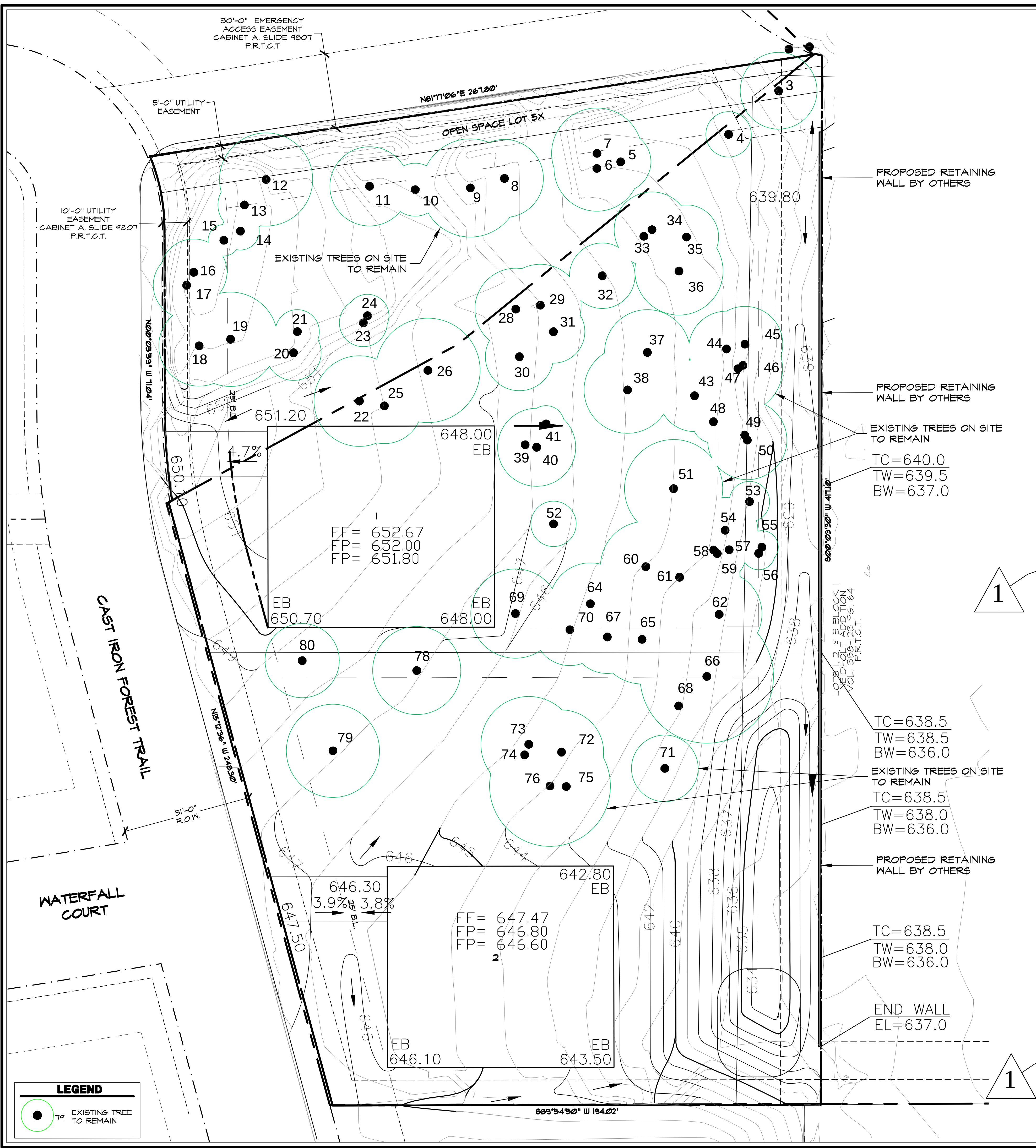
PROJECT

TBI013

SHEET

TR1 of 3

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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	26.25	Post Oak	Quercus Stellata	Poor - Cavity - Canopy Dieback	Exempt	Remain	Lot 1
65	17.75	Post Oak	Quercus Stellata	Canopy Dieback	Exempt	Remain	Lot 1
66	25.5	Post Oak	Quercus Stellata	Poor - Canopy Dieback	Exempt	Remain	Lot 2
67	14.5	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

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386 W. Main Street
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TBAE Firm #BR643

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One Inch

TREE SURVEY

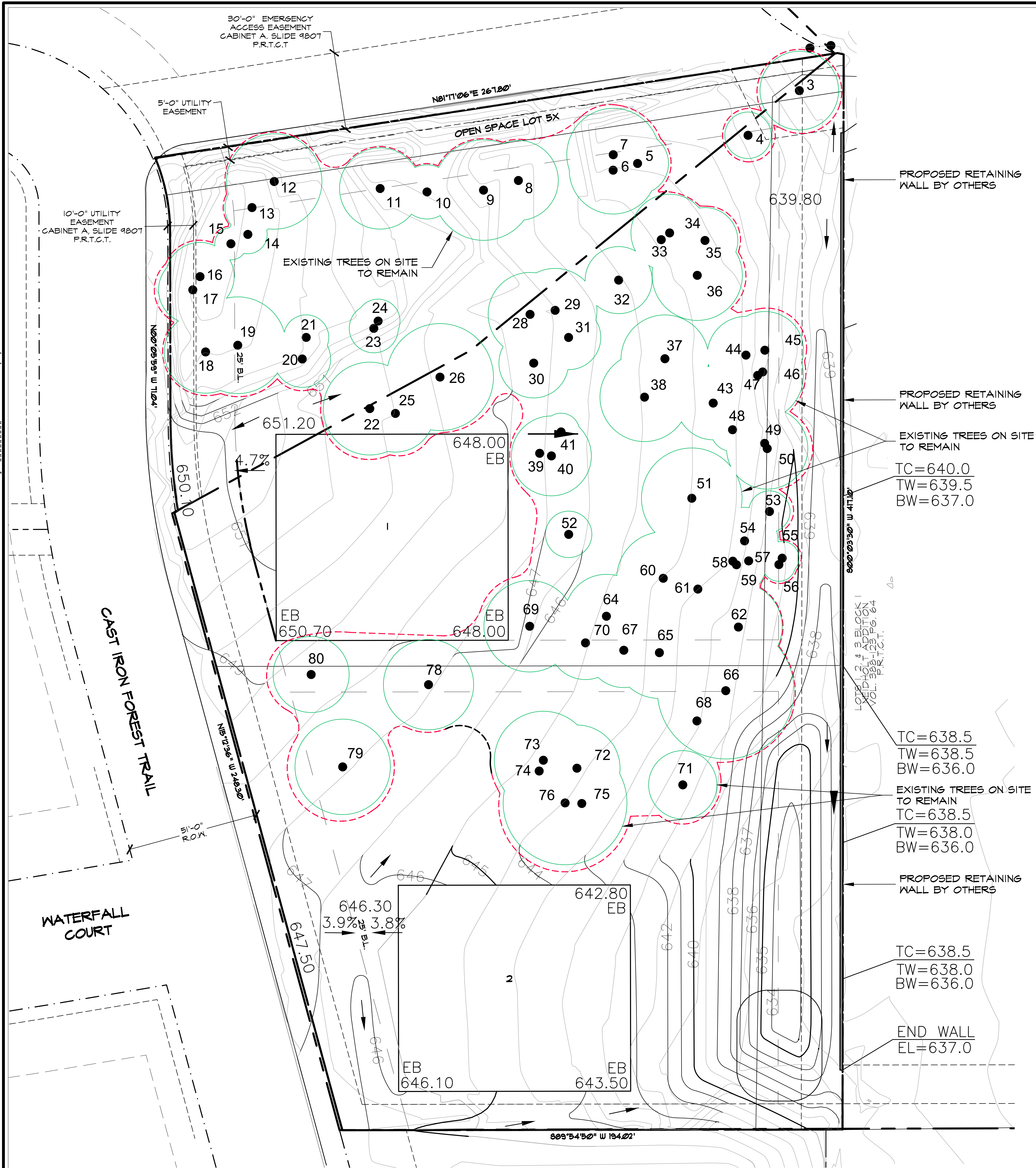
Tree Mitigation Plan
Old Grove, Ph. 2
City Colleyville, Tarrant County, Texas

DATE	7-5-2018
BY	MH
PLAN REVIEW REVISIONS	
REVISED PER CIVIL CHANGES	
#	1

PROJECT
TBI013

SHEET
TR2 of 3

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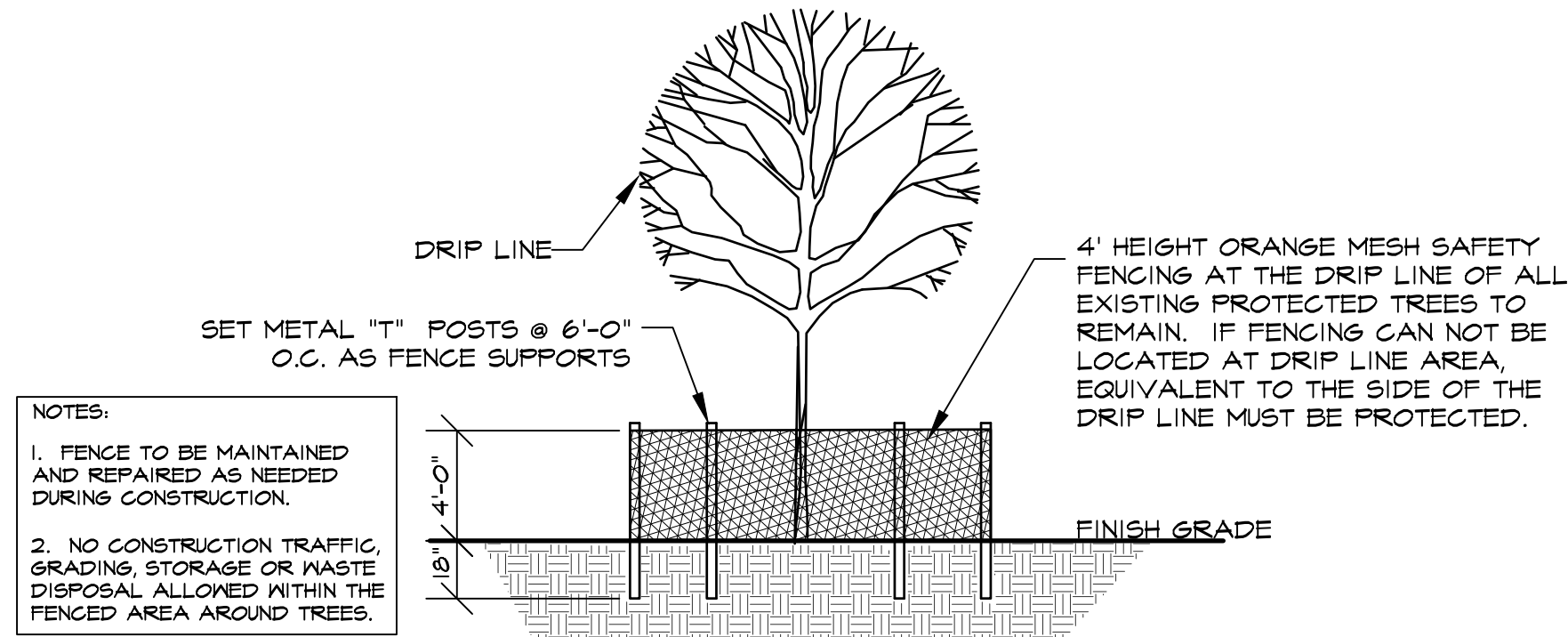


LEGEND

- 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.



NOTES:
1. FENCE TO BE MAINTAINED AND REPAIRED AS NEEDED DURING CONSTRUCTION.
2. NO CONSTRUCTION TRAFFIC, GRADING, STORAGE OR WASTE DISPOSAL ALLOWED WITHIN THE FENCED AREA AROUND TREES.

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

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

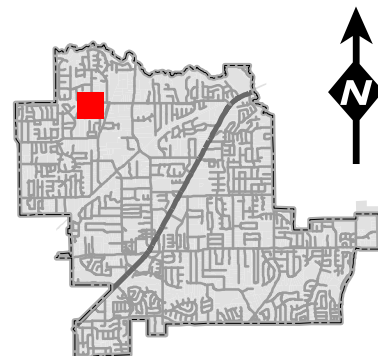


PC20-006

**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

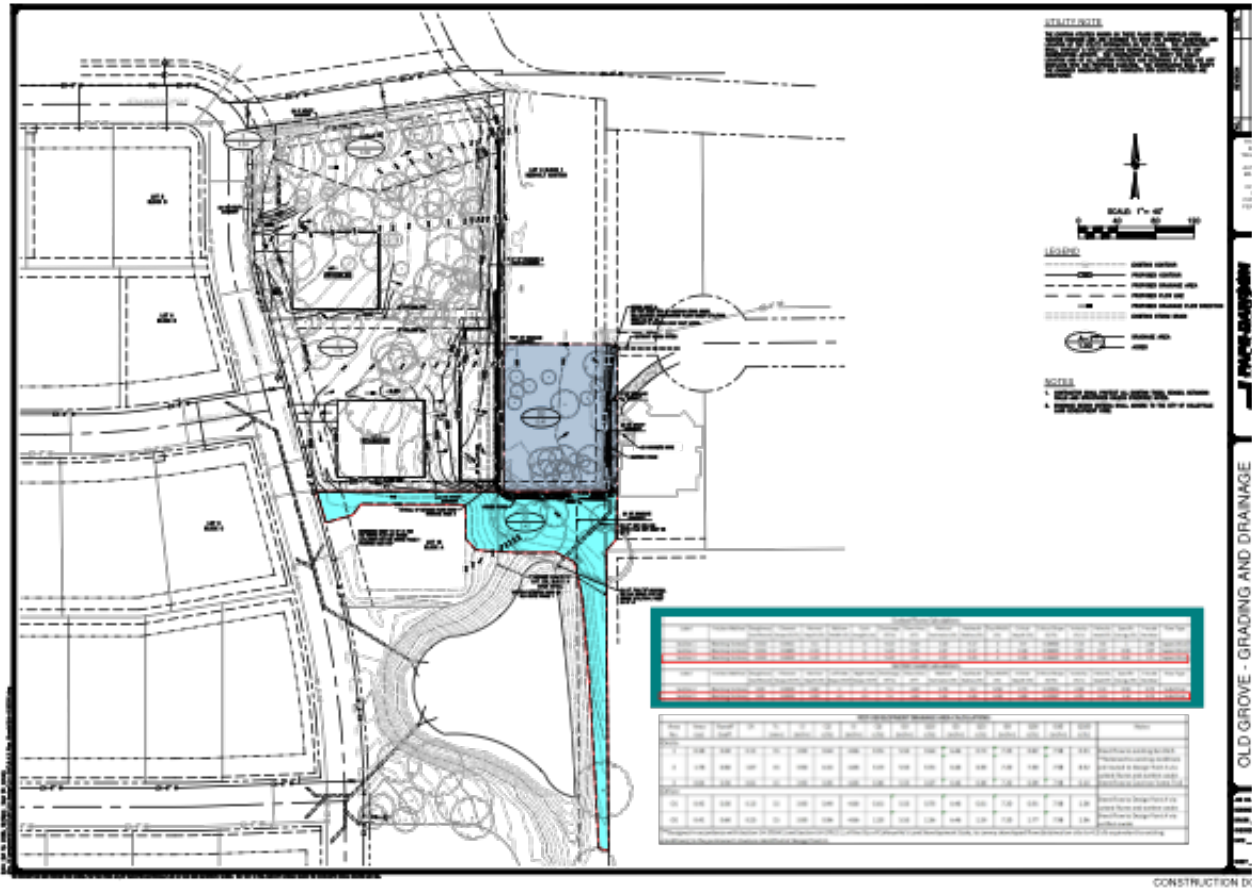
From: Jennifer Johnson
Sent: Monday, October 26, 2020 4:48 PM
To: Mike Boswell
Cc: Mark ICE: Johnson
Subject: 203 Colden Ct

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 23RD DAY OF MARCH 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

[illegible]

RESOLUTION R-21-4627

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JUNE 15, 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 15TH DAY OF JUNE 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