



City of Colleyville City Council Agenda

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

Tuesday, February 21, 2023

**WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

WS-1 Annual Colleyville Crime Report

WS-2 Discussion of the February 21, 2023, City Council regular agenda items

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

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

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

7:00 P.M.

CITY COUNCIL CHAMBERS

INVOCATION: Nathan Aviles, Bethel Methodist

PLEDGE OF ALLEGIANCE: Councilmember George Dodson

-
- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4818**
 - 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
 - Announcements of civic and charitable events**
 - Presentation of calendar events and updates**
 - Announcements of awards and recognition**
 - Proclamation recognizing Colleyville Heritage and Grapevine High School students for achieving All-State Orchestra, Band, and Choir - Mayor Lindamood
 - 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4819**
 - 4a** Approval of the minutes of the regular City Council meeting of February 7, 2023
 - 4b** Approval of an employment agreement for the City Manager
 - 4c** Approval of a Neighborhood Entrance Beautification Program and guidelines allowing the City to enter into Chapter 380 Grant Agreements with qualifying HOAs and property owners to provide 50% matching grants in an amount up to \$25,000 for landscape and hardscape improvements to neighborhood entrances
 - 4d** Approval of a Purchase and Sale Agreement between the City of Colleyville, as seller, and Woodmont Land Company, as buyer, for the acquisition and development of approximately 5.8856 acres of land located at 4007 Colleyville Boulevard, said land being more particularly described therein, with a purchase price of \$3,250,000 payable to the City upon closing; and authorizing the City Manager, or his designee, to negotiate and execute all documents incidental thereto, including all title and closing documents
 - 5. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 5a** Monthly Financial Report - January 2023
 - 6. TABLED ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 6a Ordinance O-23-2233**
 - Request to appeal the decision of the Planning and Zoning Commission for consideration of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development - Residential zoning district for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC22-036

7. CITIZEN COMMENTS**8. REPORTS**

Colleyville Center Advisory Committee Minutes - November 21, 2022

Planning and Zoning Commission Minutes - January 9, 2023

Planning and Zoning Commission Worksession Minutes - January 23, 2023

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 21, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4820**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, February 17, 2023* 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
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Agenda Number WS-1

Agenda Date 2/21/2023

Type Worksession

Department Police

Title

Annual Colleyville Crime Report

Explanation

Police Chief Michael Miller will present the Annual Crime Report.

Attachments

1. 2022 Annual Crime Report

Annual Crime Report for 2022

Chief Michael C. Miller
Colleyville Police Department
February 21, 2023

What is Uniform Crime Report (UCR)

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

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

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

2022 Annual Crime Report – Part 1 Crimes



Part 1 Crimes	2021	2022	# Change	% Change
Murder	0	0	0	N/A
Rape	5	8	3	60%
Agg Assault	14	6	-8	-57%
Robbery	1	0	-1	-100%
Total Violent	20	14	-6	-30%
Burglaries				
Non-Residential	9	8	-1	-11%
Residential	5	2	-3	-60%
Thefts				
BOV	20	24	4	20%
Other	69	75	6	9%
Auto Theft	3	3	0	0%
Arson	0	0	0	N/A
Total Property	106	112	6	6%
Total Part 1	126	126	0	0%

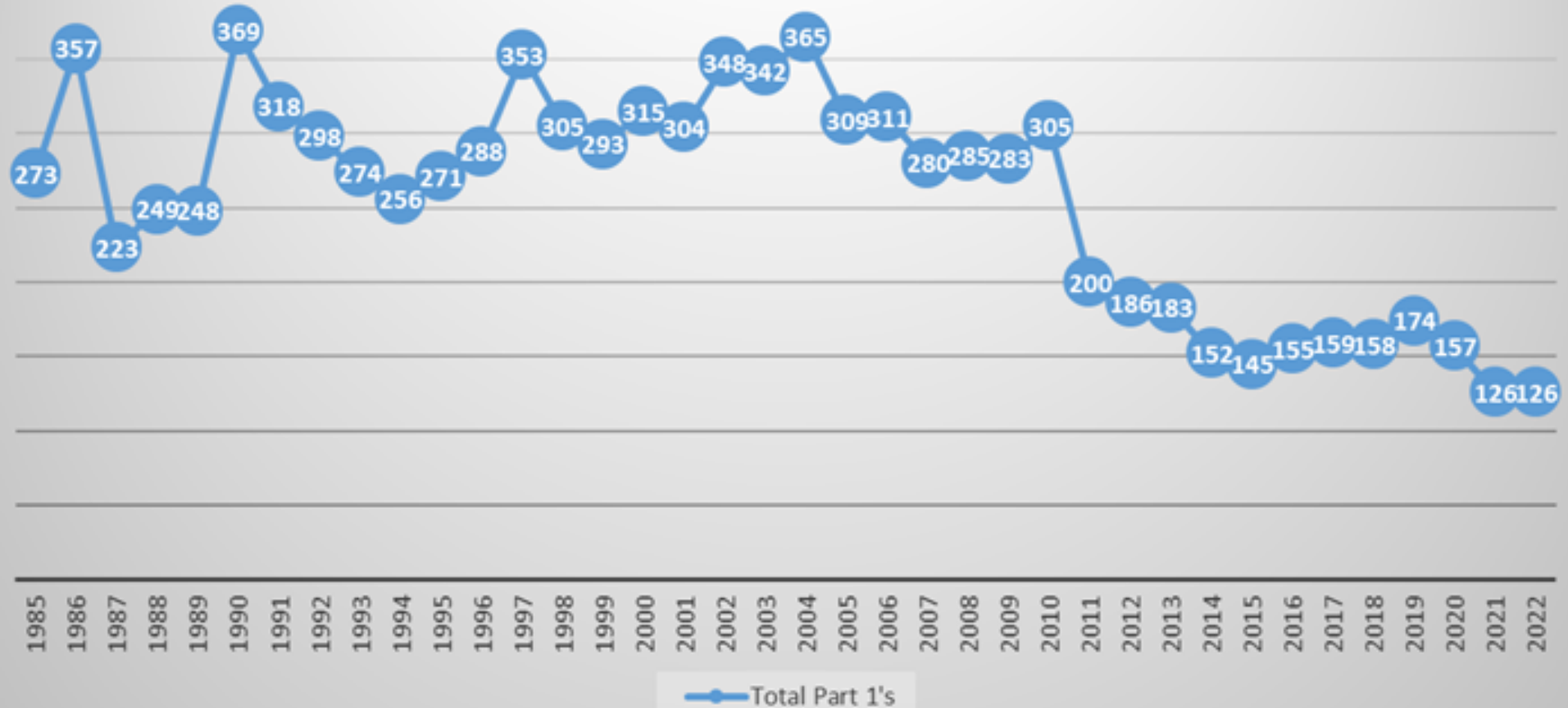
Change in Crime

0%

Crime Trend by Year



**Colleyville Total Part 1 Crimes
1985-2022**



Review: Transition to NIBRS Crime Reporting Changes Required in 2019

Timeline for NIBRS Implementation



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

2022 NIBRS Report



		2021			2022				
Offense		Attempted	Completed	Total	Attempted	Completed	Total	# Change	% Change
GROUP A OFFENSES									
Crimes Against Persons									
11A-D	Sex Offenses	1	10	11	-	12	12	1	9%
11A	Rape	-	2	2	-	7	-		
11B	Sodomy	-	1	1	-	-	-		
11C	Sexual Assault with an Object	-	1	1	-	2	-		
11D	Fondling	1	6	7	-	3	-		
13A-C	Assault Offenses	-	41	41	-	57	57	16	39%
13A	Aggravated Assault	-	11	11	-	6	-		
13B	Simple Assault	-	27	27	-	42	-		
13C	Intimidation	-	3	3	-	9	-		
TOTAL		1	51	52	0	69	69	17	33%

2022 NIBRS Report



		2021			2022				
Offense		Attempted	Completed	Total	Attempted	Completed	Total	# Change	% Change
GROUP A OFFENSES									
Crimes Against Property									
120	Robbery	-	1	1	-	-	-	-1	-100%
220	Burglary/Breaking and Entering	-	14	14	-	10	10	-4	-29%
220	Resident-Forcible Entry	-	3	3	-	1	-		
220	Resident-Unlawful Entry (no force)	-	3	3	-	1	-		
220	Resident-Attempted Forcible Entry	-	-	-	-	-	-		
220	Non Resident-Forcible Entry	-	4	4	-	4	-		
220	Non Resident-Unlawful Entry (no force)	-	4	4	-	4	-		
220	Non Resident-Attempted Forcible Entry	-	-	-	-	-	-		
23A-H	Larceny/Theft Offenses	2	87	89	2	97	99	10	11%
23C	Shoplifting	-	26	26	-	23	-		
23D	Theft From Building	-	20	20	-	9	-		
23F	Theft From Motor Vehicle	2	19	21	2	23	-		
23G	Theft From Motor Vehicle Parts/Accessories	-	11	11	-	20	-		
23H	All Other Larceny	-	11	11	-	22	-		
240	Motor Vehicle Theft	-	3	3	-	3	3	0	0%
250	Counterfeiting/Forgery	3	10	13	9	13	22	9	69%
26A-G	Fraud Offenses excluding	111	85	196	15	95	110	-86	-44%
26A	False Pretense/Swindle/Confidence Game	2	20	22	2	27	-		
26B	Credit Card/Automatic Teller Machine Fraud	6	18	24	1	16	-		
26C	Impersonation	-	-	-	3	-	-		
26E	Wire Fraud	1	9	10	9	8	-		
26F	Identity Theft	101	38	139	-	43	-		
26G	Hacking/Computer Invasion	1	-	1	-	1	-		
270	Embezzlement	-	5	5	-	2	2	-3	-60%
280	Stolen Property Offenses	-	6	6	-	6	6	0	0%
290	Destruction/Damage/Vandalism of Property	-	22	22	-	32	32	10	45%
TOTAL		116	233	349	26	258	284	-65	-19%

2022 NIBRS Report



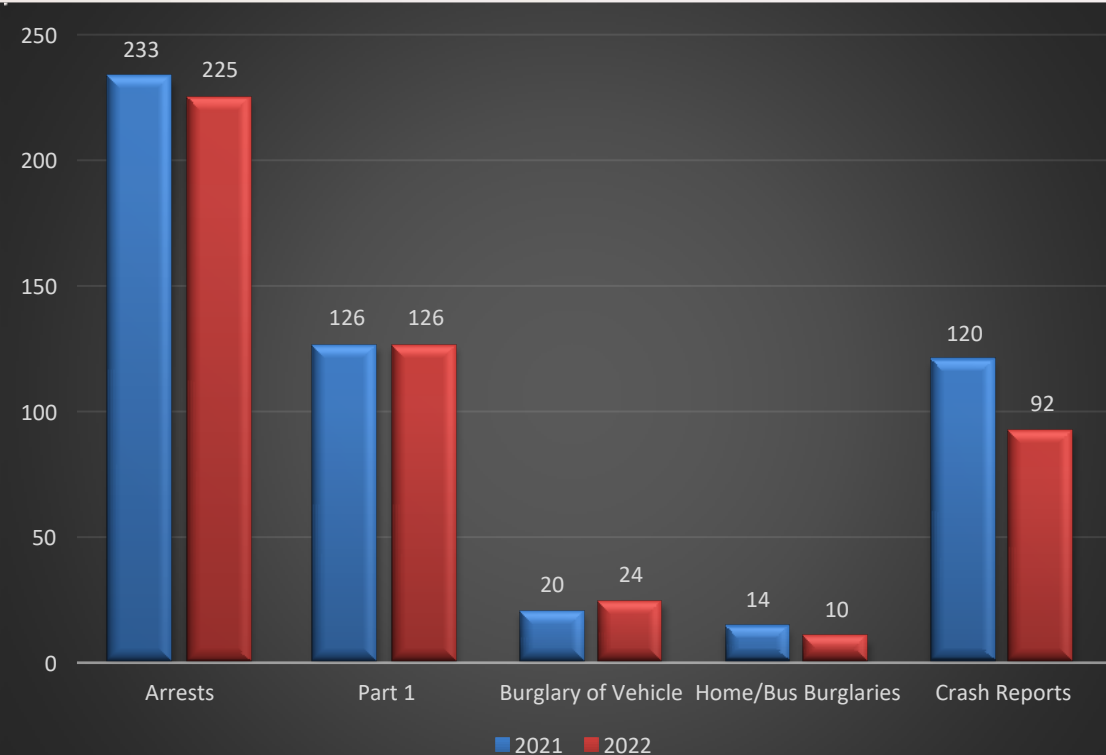
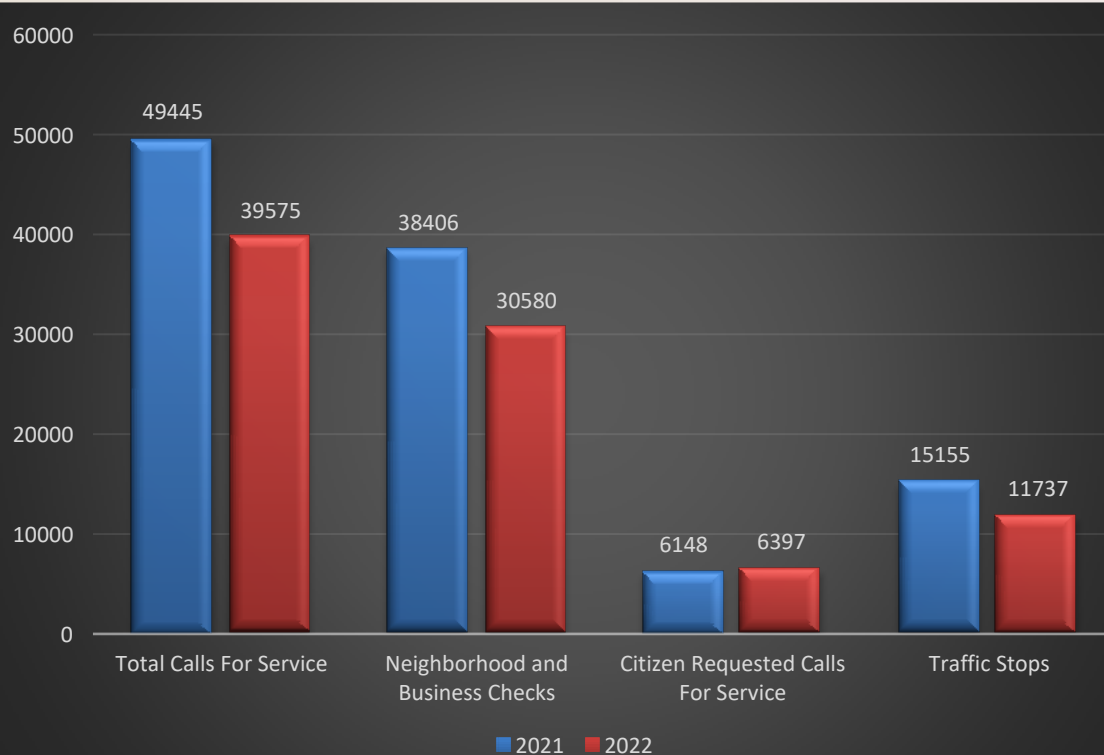
		2021			2022				
Offense		Attempted	Completed	Total	Attempted	Completed	Total	# Change	% Change
GROUP A OFFENSES									
Crimes Against Society									
35A-	Drug/Narcotic Offenses	-	245	245	-	280	280	35	14%
35A	Drug/Narcotic Violations	-	192	192	-	196	196	4	2%
35B	Drug Equipment Violations	-	53	53	-	84	84	31	58%
370	Pornography/Obscene Material	-	3	3	-	3	3	0	0%
520	Weapons Law Violations	-	24	24	-	14	14	-10	-42%
TOTAL		-	272	272	-	297	297	25	9%
GROUP A OFFENSES - TOTAL		117	556	673	26	624	650	-23	-3%

		2021				2022					
GROUP B ARRESTS											
Offense		On-View Arrest	Summoned/ Cited	Taken into Custody	Total	On-View Arrest	Summoned / Cited	Taken Into Custody	Total	# Change	% Change
90D	Driving Under the Influence	94		8	102	57	1	8	66	-36	-35%
90E	Drunkenness	0			0	-	-	-	0	0	N/A
90G	Liquor Law Violation	2	23		25	2	21	3	26	1	4%
90J	Trespass of Real Property	3		1	4	1	-	-	1	-3	-75%
90Z	All Other Offenses	14	43	3	60	17	58	5	80	20	33%
GROUP B OFFENSES - TOTAL		113	66	12	191	77	80	16	173	-18	-9%



Patrol Activity

- Total Calls for Service 49,445 to 39,575 - 20% Decrease
 - Neighborhood and Business Checks 38,406 to 30,580 - 20% Decrease
 - Citizen Requested Calls for Service 6,148 to 6,397 - 4% Increase
- Traffic Stops 15,155 to 11,737 - 23% Decrease
- Arrests 233 to 225 - 3% Decrease
- Part 1 Offenses remained the same at 126
- Burglary of Vehicle 20 to 24 - 20% Increase
- Home/Bus Burglaries 14 to 10 - 29% Decrease
- Crash Reports 120 to 92 -23% Decrease



COLLEYVILLE POLICE DEPARTMENT CRIMINAL INVESTIGATIONS ACTIVITY 2022

In 2022, Colleyville Police Department's Criminal Investigations Division received 824 new case assignments.

On average, the investigation's division were assigned 69 new cases each month. These cases are assigned amongst the 3 detectives assigned to criminal investigations.

Annual Clearance Rate

- 42% Part 1 Clearance
 - Violent – 100% Clearance
 - Property – 35% Clearance
 - 53 out of 126 Part 1's cleared

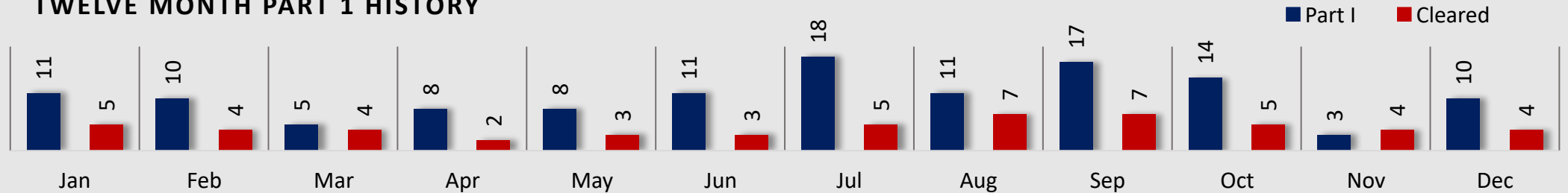
Other points of interest include:

- Submitted 2,186 investigative supplements
- 96.8% three day victim contact
- CID participated in the changeover to the new CAD/RMS system.
- SIU was involved with numerous task force investigations and operations.
- Detective Newman was assigned to the unit.

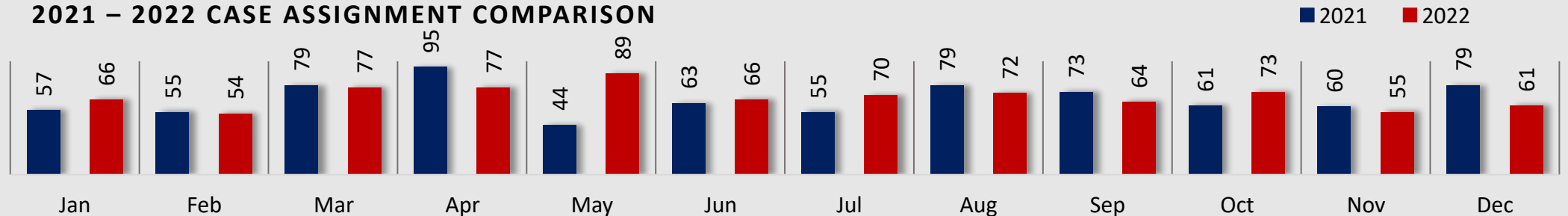
Extra Duties:

- Firearms Instructors
- SWAT Operator
- Child Abduction Response Team
- Defensive Tactics Instructors
- Citizen and Junior Police Academies
- Sex Offender Registration and Management
- Lock Box Program
- Drug Take Back Program

TWELVE MONTH PART 1 HISTORY



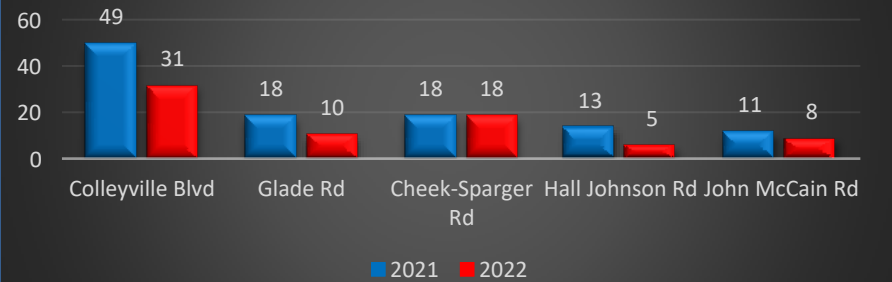
2021 - 2022 CASE ASSIGNMENT COMPARISON





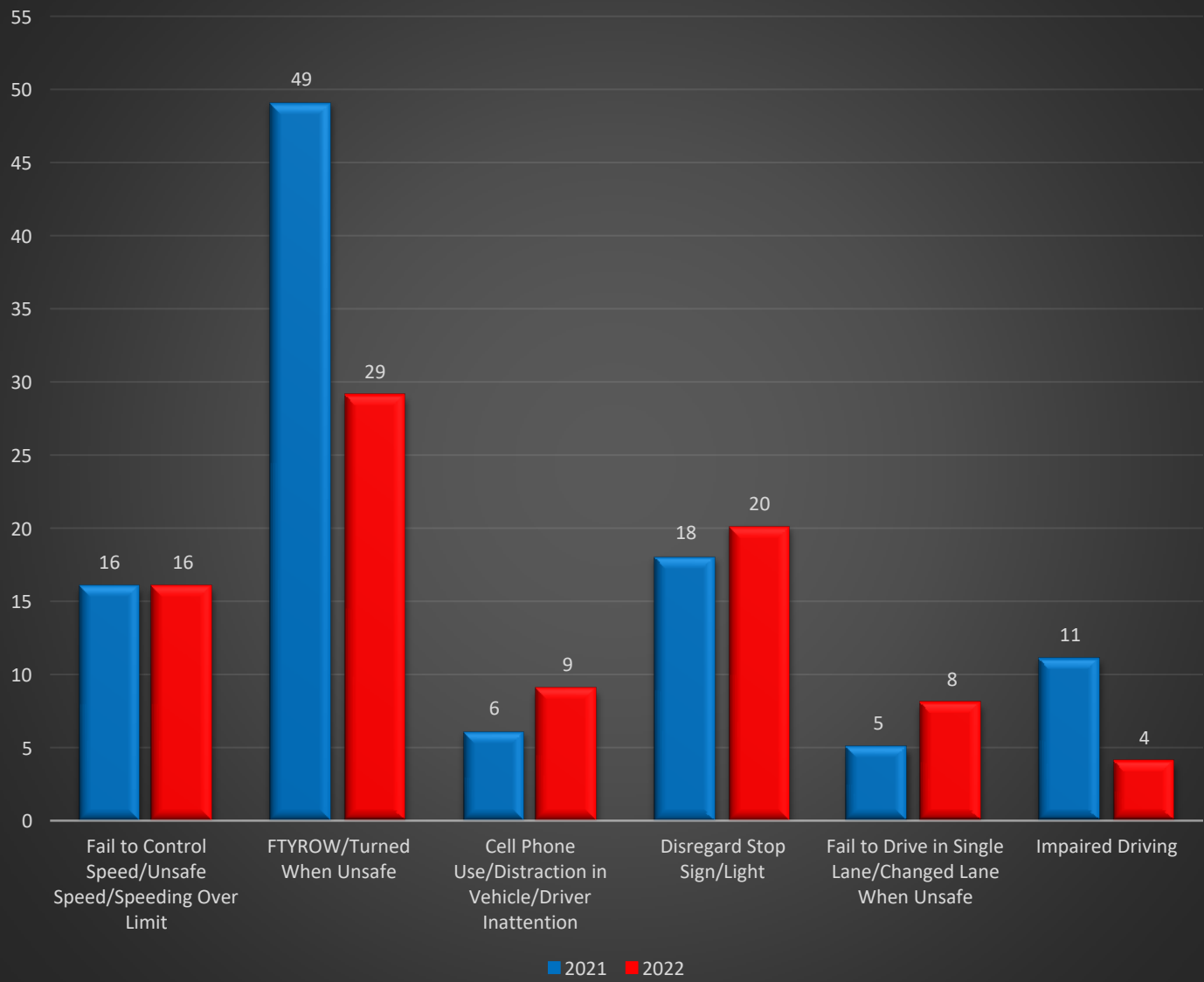
Traffic Crash Data

Top Streets

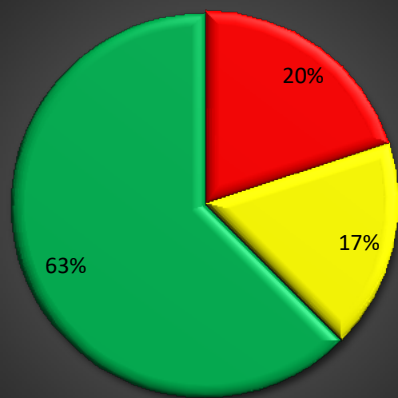


Crash Comparison	2021	2022	Difference	Change
Colleyville Blvd	49	31	-18	37%
Glade Rd	18	10	-8	44%
Cheek-Sparger Rd	18	18	0	0%
Hall Johnson Rd	13	5	-8	62%
John McCain Rd	11	8	-3	27%
All Roads	120	92	-28	23%

Factor Comparison

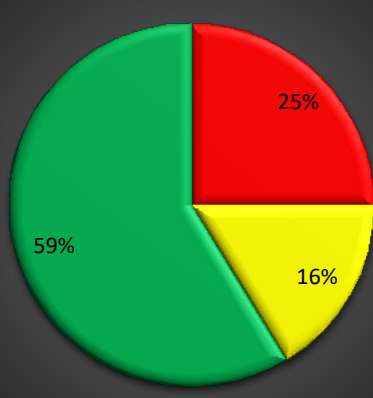


2021 Injuries



Transported Yes No

2022 Injuries



Transported Yes No

Update on SRO Implementation

School Resource Officer Implementation



- We continue to aggressively recruit School Resource Officers and have several internal candidates interested.
- We are on track to have SRO's in every Colleyville school starting next school year.
- We are working through the process of reviewing our current MOU with GCISD to identify any updates necessary.
- We are working with Keller ISD to establish a new MOU if necessary.
- We are monitoring proposed legislation to see if the State of Texas provides any funding for SRO's that we may be eligible for this session.



Questions and Discussion?



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2

Agenda Date 2/21/2023

Type Worksession

Department City Secretary

Title

Discussion of the February 21, 2023, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number 1

Agenda Date 2/21/2023

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

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

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-23-4818

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF FEBRUARY 21, 2023**

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 21ST DAY OF FEBRUARY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number 3

Agenda Date 2/21/2023

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation recognizing Colleyville Heritage and Grapevine High School students for achieving All-State Orchestra, Band, and Choir - Mayor Lindamood

Attachments

RESOLUTION R-23-4819

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 21, 2023

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of February 7, 2023
 - b. Approval of an employment agreement for the City Manager
 - c. Approval of a Neighborhood Entrance Beautification Program and guidelines allowing the City to enter into Chapter 380 Grant Agreements with qualifying HOAs and property owners to provide 50% matching grants in an amount up to \$25,000 for landscape and hardscape improvements to neighborhood entrances
 - d. Approval of a Purchase and Sale Agreement between the City of Colleyville, as seller, and Woodmont Land Company, as buyer, for the acquisition and development of approximately 5.8856 acres of land located at 4007 Colleyville Boulevard, said land being more particularly described therein, with a purchase price of \$3,250,000 payable to the City upon closing; and authorizing the City Manager, or his designee, to negotiate and execute all documents incidental thereto, including all title and closing documents

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF FEBRUARY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:	CITY OF COLLEYVILLE
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Christine Loven, TRMC City Secretary	Bobby Lindamood Mayor
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City of Colleyville City Council Minutes

City Hall
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Tuesday, February 7, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, February 7, 2023, at 5:30 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, 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, Library Director Mary Rodne, members of the Library Board, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

Due to audio technology difficulties the meeting restarted at 5:48 p.m. during the delay, all present remained in the room.

WS-1 Discussion of the Colleyville Public Library Long-Range Plan 2023-2028

Library Director Mary Rodne gave a brief overview of the history of the Colleyville Library, the previous long range plans, Texas Administrative Code regulations regarding libraries, and introduced the Library Board members in attendance at the meeting. Director Rodne then introduced Aaron Babcock, Hidell and Associates Architects, to present an overview of the updated Plan and noted Mr. Babcock has overseen all of the Library Long Range Plans, and has been instrumental in implementing the plan.

Mr. Babcock stated the ten-year plan identifies and reviews community needs regarding Library services and evaluates services and facilities in relation to the community needs, and identifies improvements which will meet those needs. The end result is a working document of goals and objectives which will guide the Library through the next five years and satisfy the Texas State Library mandate of all accredited public libraries having a current Long-Range Plan.

In updating the plan, Mr. Babcock noted community factors impacting the Library and an online survey completed by 1,467 participants was analyzed, as well as the current Library collection, peer library analysis, technology, programming, and the facility. He gave an overall review of all findings which noted the Library excels in customer service, circulations, and digital collections. Mr. Babcock stated there are three priorities 1. react to the changing community needs, 2. increase communication regarding Library programs and services, and 3. replace end of life furniture and equipment.

There was general discussion regarding the collection offered by the Library and accessibility, and the success of the Library. Director Rodne stated the Plan will be brought forward for City Council approval at a later date.

WS-2 Discussion of 2023 Stars & Guitars Entertainers

Assistant City Manager Adrienne Lothery stated staff is seeking City Council direction in regard to selecting a 2023 entertainer for the City's Stars & Guitars even to be held June 23. Manager Lothery noted some of the previous entertainers which were being considered were no longer available

Following discussion regarding costs and availability, the City Council directed staff to pursue a contract with Darryl Worley.

WS-3 Discussion of the February 7, 2023, City Council regular agenda items

Mayor Lindamood stated at the request of the developer, item 5a, Ordinance O-23-2233, The Bluffs will be tabled.

Mayor Lindamood adjourned the Worksession at 6:14 p.m. and called Executive Session to order.

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

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

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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 Lindamood adjourned Executive Session at 6:57 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:07 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, Chuck Kelley, and Callie Rigney.

INVOCATION: Jeff Strickland, Journey Church

PLEDGE OF ALLEGIANCE: Councilmember George Dodson

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4812

This resolution was not needed.

Mayor Lindamood announced item 5a, Ordinance O-23-2233, will be tabled at the request of the developer.

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

Mayor Lindamood and the City Council made announcements regarding City and community events.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4813

4a Approval of the minutes of the Special City Council meeting of January 5, 2023

4b Approval of the minutes of the regular City Council meeting of January 17, 2023

Mayor Lindamood read Resolution R-23-4813 in its entirety.

There was no discussion and Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Dodson made a motion to approve Resolution R-23-4813, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

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

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

5a Ordinance O-23-2233

Request to appeal the decision of the Planning and Zoning Commission for consideration of a Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development - Residential zoning district for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC22-036

Mayor Pro Tem Wheat made a motion to table Ordinance O-23-2233, seconded by Mayor Lindamood.

The motion to table passed by the following vote:

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

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

6a Ordinance O-22-2211

Consideration of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development-Residential zoning district for Tract 1B, Abstract 1487, O C Sturm Survey, Tracts 2A01, 2A01B, 2A07A, and 2A07A1, Abstract 1748, James E. Weathers Survey, Lots 1 and 1A, Block 1, K Bar G Estates Addition, Lot 1A, Block 1, Westcoat Estates, and Lots 1A2, 1B, and 1C, Block 1, Hilley Addition, located at 6401, 6405, 6409, 6417, 6501, 6507, and 6605 Westcoat Drive, Case ZC22-020

Councilmember Dodson made a motion to remove Ordinance O-22-2211 from the table, seconded by Councilmember Bond.

The motion to remove the ordinance from the table passed by the following vote:

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

Mayor Lindamood read the caption of Ordinance O-22-2211.

Mayor Lindamood addressed concerns he has been made aware of regarding a perception of City Council and/or City staff receiving “kick-backs” on this project and the City Manager leading City Council and the developer. Mayor Lindamood asked each member of the City Council to respond publicly to the question with all answering no. The same question was asked of the City Manager regarding himself or any other City employee, to which the response was no. Mayor Lindamood stated for the record, it is the job/duty of the City Manager to work with the public, including developers and the City Council.

Community Development Director Ben Bryner presented this item, by reviewing the new plan submitted, explaining the lot details, open space, PUD-R regulations within the ordinance and the exhibits.

Mayor Lindamood asked each of the Councilmembers if they had questions or would like to state their planned vote. Councilmembers Callie Rigney and Chuck Kelley stated they did not believe the development is right for Colleyville, Councilmembers Elder and Bond both noted they have concerns regarding the amount of opposition, Councilmember Dodson stated the developer has done a lot of work and he will vote yes, Mayor Pro Tem Wheat stated she is undecided, and Mayor Lindamood stated he has concerns regarding the traffic flow.

Mayor Lindamood called on developer Eason Maykus to provide a presentation. Mr. Maykus asked if he could provide time to Mrs. Garrison, the property owner. Mayor Lindamood and the Council agreed.

Julianna Garrison, the property owner at 6401 Westcoat Drive, spoke regarding the philanthropic work her and her late husband Daniel created and participated in, and the philanthropy which she continues. Mrs. Garrison discussed their vision for the City and their place in it and stated she felt her husband would support this development. Mrs. Garrison then provided 64 letters of support for the project.

Mr. Maykus reviewed the plan for Greystone Manor, noting lot sizes were prioritized, a 50 foot buffer was added, and the number of homes have been reduced to 45 from the original 55 planned. Mr. Maykus stated the homes to be built within the development will be of superior quality and will be in place for decades and he hopes the City Council will approve the development.

Mayor Lindamood opened the public hearing.

The following did not wish to speak but record support: Chris Cantarella, 6600 Pleasant Run Road, Larry Well, 6401 Westcoat.

Jason Aguirre, 2402 Wilkes, did not wish to speak but record opposition.

Richard Remley, 6803 Fallbrook Court spoke in support.

The following spoke in opposition: Christina Bealmear, 300 Stonington Lane, Matthew and Lesley Jones, 512 Harmony Lane, Harold Ledbetter, 6700 Pleasant Run Road, Dee Kelley, 705 Hillside, John Bateson, 209 White Drive, Kathy Hadley, 204 timberline Drive N., Frank and Natalie Genco, 1104 John McCain Road, Heidi Hughes, 411 McDonwell School Road, Diane Brundage, 6508 Westcoat Drive, Igor Motkin, 209 Stonington Lane, Kelly Miller, 6820 Fallbrook Court, Eric Larsen on behalf of step-father Jeff Brundage, residing at 6508 Westcoat, and Larry Williamson, 709 Thomas Street.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Councilmember Rigney made a motion to deny without prejudice Ordinance O-22-2211, seconded by Councilmember Bond.

The motion to deny without prejudice passed by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Kelley, and Rigney.

Nays: 1 – Councilmember Dodson

Following the vote, Mr. Maykus asked if he and his team may reach out for direction and guidance. Mayor Lindamood stated yes and advised the without prejudice means the applicant is not subject to the 12-month waiting period.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-23-4814

Consideration of a Minor Plat with a plat waiver for lot width and side yard setbacks for Tract 2EE, Abstract 1248, Thomas J. Polson Survey, located at 400 Black Drive, Case PC22-018

Mayor Lindamood read Resolution R-23-4814 in its entirety.

Mayor Lindamood stated he is going to recuse himself because he believes his company may have done the demolition on this property.

Mayor Pro Tem Wheat proceeded.

Community Development Director Ben Bryner presented this item, a request for a minor plat with a waiver for lot width and side yard setbacks.

There was clarification of the flow and collection of water.

Mayor Pro Tem Wheat opened and closed the public hearing without anyone wishing to speak.

Councilmember Bond made a motion to approve Resolution R-23-4814, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

Ayes: 6 – Mayor Pro Tem Wheat, and Councilmembers Elder, Bond, Dodson, Kelley, and Rigney.

Abstain: 1 - Mayor Lindamood.

Mayor Lindamood returned to preside.

7b Resolution R-23-4815

Consideration of a replat for Lots A1R-1R1 and A1R-1R2, Block 2, Pleasant Oaks Estates Addition, being Lot A1R-1R, Block 2, Pleasant Oaks Estates Addition, located at 600 Leta Lane, Case PC22-021

Mayor Lindamood read Resolution R-23-4815 in its entirety.

Community Development Director Ben Bryner presented this item, a request for a replat to create two platted single-family residential lots from one lot and for one lot to remain as open space.

There was discussion of the original plat and the size of the lots requested to be platted.

Mayor Lindamood opened the public hearing.

Luke Iler, the builder for the applicant advised the City Council he is working with the residents and originally they wanted to build a much larger house and now have changed to wanting a smaller house which will meet the square footage requirements. They are planning on keeping the acre, but not building on it.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Lindamood made a motion to approve Resolution R-23-4815, seconded by Councilmember Elder.

The motion to approve passed by the following vote:

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

7c Resolution R-23-4816

Consideration of a replat for Lot 3R, Block 1, Colleyville Estates, being Lot 3 E1/2 LT 2, Block 1, Colleyville Estates, located at 504 Colleyville Terrace, Case PC22-022

Mayor Lindamood read Resolution R-23-4816 in its entirety.

Community Development Director Ben Bryner presented this item, a replat request in order to allow the construction of an accessory building.

There was discussion of regarding the zoning and the zoning within the neighborhood.

Mayor Lindamood opened the public hearing.

Dee Kelley, 705 Hillside, spoke regarding the request, asking the Council insist on R-20 zoning.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Applicant James Stevens, 504 Colleyville Terrance, was present to answer questions of the City Council.

Mayor Lindamood asked the City Attorney if the Council approves the resolution, can they still ask Mr. Stevens to rezone to R-20. City Attorney Wyatt stated approval of the resolution will not interfere with the applicant seeking the R-20, however, the City cannot force the R-20 zoning.

James Stevens, Texas Surveying, 104 South Walnut Street, Weatherford, representing the applicant, stated the request for the R-20 zoning was suggested for the property owner, however, they declined. Mr. Stevens noted if it was easy and without cost, they would probably consider the rezoning.

Mayor Pro Tem Wheat made a motion to approve Resolution R-23-4816, seconded by Councilmember Rigney.

The motion to approve passed by the following vote:

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

8. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive N., spoke regarding crediting older residents for keeping Colleyville Beautiful and discussed a challenge with her mother.

Ben Graves, 3304 St. Albans Court, announced his candidacy for City Council.

Harold Ledbetter, 6700 Pleasant Run Road, stated he appreciated the City Council and is well aware it is not an easy job.

Tammy Nakamura, 1105 Tinker Road, thanked the City Council for their work. Mayor Lindamood wished Mrs. Nakamura a happy birthday.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 7, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4817

This resolution was not need.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 9:49 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 21ST DAY OF FEBRUARY 2023.

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
Type Resolution
Department City Council

Agenda Date 2/21/2023

Number Resolution R-23-4819

Title

Approval of an employment agreement for the City Manager

Explanation

Reading and Public Hearing

Mayor Lindamood will present this item.

Financial Impact

All employment compensation is provided for in the FY2023 approved budget.

Recommendation

Approve

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c

Agenda Date 2/21/2023

Number Resolution R-23-4819

Type Resolution

Department City Manager

Title

Approval of a Neighborhood Entrance Beautification Program and guidelines allowing the City to enter into Chapter 380 Grant Agreements with qualifying HOAs and property owners to provide 50% matching grants in an amount up to \$25,000 for landscape and hardscape improvements to neighborhood entrances

Strategic Plan

Explanation

Reading and Public Hearing

This item is for the approval of a new Neighborhood Entrance Beautification Program. The City desires to partner with HOAs and neighborhoods throughout Colleyville in its effort to beautify the entire City. The City will provide a matching grant up to \$25,000 to HOAs for improvements to neighborhood entrances through landscape and hardscape. Non-HOA neighborhoods can also participate with a specified property owner and design plan at the entrance to a subdivision.

Program Parameters

- One-time 50% matching grant up to \$25,000. The grant is provided as a reimbursement after proof of project completion and receipts.
- Qualifying expenses include: perennial plants/flowers, bushes, trees, masonry walls, water features, lighting/up-lighting, monument signs, rock outcropping, pavers, or statues/art (on a case by case basis).
- Improvements must be made to a neighborhood entrance. Funds can be split among multiple entrances up to the \$25,000 limit.
- HOAs and non-HOA applicants should provide a concept plan including plant material, hardscape elements, irrigation, and cost. Applications should include a maintenance plan.
- Water/sewer tap fees will be waived for grant participants if taps are needed as a part of improvements.
- Applications are subject to approval by the City Council. Approval should be received prior to work commencing.

Process

- Complete application and submit to City Manager's Office (CMO).
- Landscape plans will be reviewed and feedback provided by the City's Beautification Supervisor.
- CMO will discuss with City Council in executive session under economic development.
- City Council will vote on each application via resolution.

Financial Impact

Funding will be provided through TIF and the General Capital fund.

Recommendation

Approve

Attachments

1. Neighborhood Entrance Beautification Program Presentation
2. Colleyville Neighborhood Entrance Beautification Program Grant Application Form
3. Colleyville Neighborhood Entrance Beautification Program Grant Agreement

Neighborhood Entrance Grant



Program Goal:

- To partner with neighborhoods (HOA and non-HOA) throughout Colleyville in an effort to beautify the entire City
- The program will provide grant funding for neighborhood entryway improvements
- Funding sources through TIF and General Capital



Neighborhood Entrance Grant



Program Parameters:

- One-time 50% matching grant up to \$25,000.
- Qualifying expenses include: perennial plants/flowers, bushes, trees, masonry walls, water features, lighting/up-lighting, monument signs, rock outcropping, pavers, or statues/art.
- Funds can be split among multiple entrances up to the \$25,000 limit.
- Applicants should provide a concept plan including plant material, hardscape elements, irrigation, and cost. Applications should include a maintenance plan.
- Water/sewer tap fees will be waived for grant participants if taps are needed as a part of improvements.
- Applications are subject to approval by the City Council. Approval should be received prior to work commencing.

Neighborhood Entrance Grant



Program Process:

- Complete application and submit to City Manager's Office (CMO)
- Landscape plans will be reviewed and feedback provided by the City's Beautification Supervisor
- CMO will discuss with City Council in executive session under economic development
- City Council will vote on each application via resolution





NEIGHBORHOOD ENTRANCE BEAUTIFICATION PROGRAM 380 GRANT APPLICATION

Email completed application to:

Mark Wood, Assistant City Manager, mwood@colleyville.com

Applicants must be the owner of the property where the Improvements will be located, or a legal representative of the owner authorized to submit this Application. Improvements must be made to a Neighborhood Entrance, which is defined as property that is not used as a primary residence and is located at the end of a principal entrance street(s) into a subdivision development. Qualifying Improvement expenses include installation and materials costs related to perennial plants/flowers, bushes, trees, masonry walls, water features, lighting/up-lighting, monument signs, rock outcropping, pavers, or statues/art (on a case by case basis).

HOA/Neighborhood: _____

Address or Legal
Description of Property
where Improvements
will be located: _____

Property Owner Name
(Legal Name if entity): _____

Property Owner's
Address: _____

Applicant Name: _____

Applicant Address: _____

Applicant Contact
Phone, email and Fax: _____

GRANT REQUEST DETAILS

Provide a detailed
description of the
Neighborhood
Entrance in its
current state: _____

*Please attach
photos.* _____

Provide a detailed
list and description
of each
Improvement to be
constructed in the
neighborhood
entrance:

*Please attach any
and all photos/
drawings/ plans etc.*

Total Estimated
Cost of
Improvements:

*Attach an itemized
cost estimate for
each Improvement
listed above and any
invoices, proposals,
or supporting
documentation*

Total Amount
Requested:

Applicant Signature:

Date:

Please refer to program details on city website (Colleyville.com) for more information, terms & conditions

**COLLEYVILLE
NEIGHBORHOOD ENTRANCE BEAUTIFICATION
PROGRAM 380 GRANT AGREEMENT**

This Colleyville Neighborhood Entrance Beautification 380 Program Grant Agreement (“Agreement”) is made by and between the **City of Colleyville, Texas** (“City”) and **[INSERT LEGAL NAME OF APPLICANT]** (“Applicant”) (each a “party” and collectively the “parties”), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, Applicant is the legal owner of property located at **[INSERT SPECIFIC ADDRESS FOR IMPROVEMENTS OR LEGAL DESCRIPTION]**, which is property that is not used as a primary residence and is located at the end of a principal entrance street(s) into a subdivision development (hereinafter defined as the “Existing Premises”); and

WHEREAS, the Applicant intends to make certain Improvements to the Existing Premises, said Improvements being more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Improvements”); and

WHEREAS, the Applicant has advised the City that a contributing factor that would induce the Applicant to construct the Improvements would be an agreement by the City to provide a Neighborhood Entrance Beautification Grant to the Applicant to defray a portion of the costs for the Improvements; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to provide financial incentives and beautification grants to promote beautification throughout the City; and

WHEREAS, the City has determined that making financial incentives and beautification grants to the Applicant in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of the Applicant’s existence, insolvency, employment of receiver for any part of the Applicant’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under

any bankruptcy or insolvency laws by or against the Applicant and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Casualty” shall mean the Premises are wholly or partially destroyed by fire, tornado, hurricane, earthquake, flood or similar casualty that renders the Premises unfit for the intended purpose.

“City” shall mean the City of Colleyville, Texas.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Improvements has commenced.

“Applicant” shall mean [INSERT LEGAL NAME OF APPLICANT HERE].

“Completion of Construction” shall mean that: (i) substantial completion of the Improvements has occurred; and (ii) the City has conducted and completed a final inspection of the Improvements.

“Effective Date” shall mean the last date of execution hereof.

“Existing Premises” shall mean that portion of property located at [INSERT SPECIFIC ADDRESS FOR IMPROVEMENTS OR LEGAL DESCRIPTION], being more particularly described in **Exhibit A**.

“Expiration Date” shall mean the fifth (5th) anniversary of the Effective Date.

“Force Majeure” means any causes beyond the party’s respective control or because of applicable law, including, but not limited to, war, nuclear disaster, labor strikes, acts of God, fire, flood, riot, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control (each a “Force Majeure Event”). Except where expressly provided in otherwise in this Agreement, any party asserting Force Majeure shall give prompt notice to the other parties of the prevention of performance as soon as the asserting party is reasonably aware of such prevention and has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure Event itself), and (iii) that the party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable. Notwithstanding any other provision of this Agreement, in no event shall the lack of sufficient financial resources be a basis for a claim of Force Majeure.

“Improvement Grant” or “Grant” shall mean a beautification reimbursement grant to offset the actual costs incurred and paid by the Applicant for the Improvements to the Existing Premises, to be paid as set forth herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Applicant with respect to the Existing Premises or any property or any business owned by the Applicant within the City.

“Improvements” shall mean the property enhancements that are proposed to be constructed on the Existing Premises in compliance with all zoning requirements and all other applicable local, state, and federal laws or regulations, said Improvements being more particularly described in Exhibit A.

“Payment Request” shall mean a written request from the Applicant to the City for payment of the Grant accompanied by copies of invoices, bills, receipts and such other information, as may reasonably be requested by the City, reflecting the actual costs incurred and paid by the Applicant for the construction and installation of the Improvements as of the date of the applicable Payment Request.

“Premises” shall mean the entire premises owned by the Applicant located at [INSERT SPECIFIC ADDRESS OF IMPROVEMENTS OR LEGAL DESCRIPTION], consisting of both the Existing Premises and Improvements.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Economic Development Grant

3.1 Improvement Grant. Subject to the obligation of the Applicant to repay the Grant pursuant to Section 5.2 herein, and the continued satisfaction of all the terms and conditions of this Agreement by the Applicant during the term of this Agreement, the City agrees to provide the Applicant with an Improvement Grant in an amount not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), which shall be payable within thirty (30) days after receipt of an approved Payment Request following the Completion of Construction.

3.2 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Grant shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution.

Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Applicant. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Article IV

Conditions to Beautification Grant

4.1 Conditions of the Grant. The obligation of the City to pay the Grant shall be conditioned upon the compliance and satisfaction by the Applicant of the terms and conditions of this Agreement and each of the following conditions contained in this Article IV. The following conditions shall remain in effect throughout the entire term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date.

- (a) **Permit Application:** Applicant must obtain all applicable City permits prior to commencement of the Improvements.
- (b) **Submission of a Final Concept Plan:** Prior to issuance of any permits, Applicant shall provide to City a final concept plan depicting the final proposed Improvements (including the height and dimensions of any proposed monument signs);
- (c) **Submission of Final Landscape Plan:** Prior to any issuance of any permits Applicant shall provide to City a final landscape plan depicting the final proposed landscape and design which shall be in conformance with the terms of this Agreement and further described in Exhibit A. Additionally, Applicant must maintain the Improvements at its own expense for a period of five (5) consecutive years in conformance with the City's Ordinances and applicable HOA rules and regulations.
- (d) **Completion of Improvements; Required Use.** Applicant shall cause Completion of Improvements in conformance with the terms of this Agreement and in accordance with the timeline, except in connection with and to the extent of an event of Force Majeure.
- (e) **Good Standing.** The Applicant shall not have an uncured breach or default of this Agreement during the term hereof.
- (f) **Continuous Occupancy.** During the term of this Agreement Improvements may not be demolished, removed, or substantially altered during the term of this Agreement, except with prior, express written permission of the City.
- (g) **Payment Request.** The Applicant shall, as a condition precedent to the payment of the Grant, provide the City with a completed Payment Request.
- (h) **Landscape Improvements.** The Applicant shall continuously maintain and replace (as necessary) any and all landscaping installed in connection with the Improvements at its own expense. The Applicant's obligation under this section

4.1(e) shall remain in effect throughout the entire term during the term of this Agreement.

Article V

Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) Expiration Date;
- (c) upon written notice by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof in accordance with this Agreement;
- (d) upon written notice by the City, if the Applicant suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by the City, if any Impositions owed to the City or the State of Texas by the Applicant shall become delinquent (provided, however, the Applicant retains the right to timely and properly protest and contest any such Impositions); or
- (f) upon written notice by either party, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event the Agreement is terminated by the City pursuant to Section 5.1(c), (d), (e), and (f), the Applicant shall immediately repay to the City an amount equal to the total Grant previously paid by the City to the Applicant, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by the City) as its prime or base commercial lending rate, which shall accrue from the date the Grant was initially paid to Applicant.

5.3 Right of Offset. The City may, at its sole option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Applicant, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

Article VI

Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns

of the respective parties. This Agreement may not be assigned by the Applicant without the prior written consent of the City.

6.2 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

6.3 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. Applicant represents and warrants to the City that the Applicant is a duly formed, validly existing legal entity in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

6.4 All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees prepaid), or (d) email of a PDF document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas; 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.

6.7 Amendment. This Agreement may be amended solely by mutual written agreement of the parties.

6.8 Legal Construction. 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 other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Recitals. The recitals to this Agreement are incorporated herein.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, 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.

6.13 Employment of Undocumented Workers. During the term of this Agreement the Applicant agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Applicant shall repay the amount of the Grant and any other funds received by the Applicant from the City as of the date of such violation within one hundred twenty (120) days after the date the Applicant is notified by the City of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid. The Applicant is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Applicant or by a person with whom the Applicant contracts.

6.14 Statutory Verifications. Applicant's execution of this Agreement shall serve as its verification that:

- (a) Applicant (i) does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended; (ii) does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended; and (iii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; or
- (b) Applicant is exempt from the forgoing verification because it (i) is a sole proprietor, (ii) a nonprofit entity, (iii) a governmental entity, or (iv) has fewer than ten (10) full time employees.

6.15 Public Information Act Requirements. Applicant acknowledges that any and all records of Applicant, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the “Act”), Texas Government Code Chapter 552, as amended. Applicant agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event Applicant determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, Applicant shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of Applicant’s confidential information. Notwithstanding the foregoing, Applicant agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons Applicant’s confidential information is exempt from disclosure to the public under the Act, regardless of whether Applicant has asserted its own arguments to the Attorney General.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City: CITY OF COLLEYVILLE, TEXAS By: Jerry Ducay City Manager Date:	For Applicant [INSERT APPLICANT NAME] By: Date:
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: Christine Loven City Secretary Date:	<u>Notice Address:</u> Attn:

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

Applicant Name:

Premises Address:

Project Cost: (estimate)

Project Timeline:

Grant Amount: up to \$25,000.00

Grant Type: Qualifying Reimbursement Only

Description of Improvements:

Applicant shall make the following Improvements in conformance with this Agreement and generally consistent with the final concept and landscaping plans provided to and approved by the City, attached hereto and incorporated herein as Exhibit B. Qualifying Improvement expenses include: installation and materials costs related to perennial plants/flowers, bushes, trees, masonry walls, water features, lighting/up-lighting, monument signs, rock outcropping, pavers, or statues/art:

- 1.
- 2.

EXHIBIT B

FINAL CONCEPT AND LANDSCAPING PLANS

[TO BE ATTACHED]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d

Agenda Date 2/21/2023

Number Resolution R-23-4819

Type Resolution

Department City Manager

Title

Approval of a Purchase and Sale Agreement between the City of Colleyville, as seller, and Woodmont Land Company, as buyer, for the acquisition and development of approximately 5.8856 acres of land located at 4007 Colleyville Boulevard, said land being more particularly described therein, with a purchase price of \$3,250,000 payable to the City upon closing; and authorizing the City Manager, or his designee, to negotiate and execute all documents incidental thereto, including all title and closing documents

Strategic Plan

Explanation

Reading and Public Hearing

This item is for the approval of a Purchase-Sale Agreement (PSA) with The Woodmont Company for the City-owned six-acre parcel located on the southeast corner of SH26 and Acuff. The Woodmont Company intends to develop the site into retail and restaurant use. The PSA is for a purchase price of \$3,250,000. The City purchased the properties for \$2,554,000. Once under contract, The Woodmont Company will begin working with the City for entitlement approvals for the property. The transaction will likely close in summer 2023.

Financial Impact

Proceeds of the sale of \$3,250,000 will be deposited to the TIF.

Recommendation

Approve

Attachments

1. Purchase-Sale Agreement Presentation
2. PSA Contract

Purchase-Sale Agreement



- PSA with The Woodmont Company
- Appox. six-acre property at SH26/Acuff
- City purchased properties for \$2,554,000 in 2021
- PSA is for \$3,250,000
- The Woodmont Company plans for retail/restaurant uses
- Next step is due diligence including entitlement approvals



PURCHASE AND SALE AGREEMENT

Subject to the terms and provisions contained herein, **THE CITY OF COLLEYVILLE** (“**Seller**”), hereby agrees to sell and convey to **WOODMONT LAND COMPANY**, a Texas corporation and/or its successors and assigns (“**Purchaser**”), and Purchaser hereby agrees to buy and pay for that certain parcel of land (the “**Land**”), located at 4007 Colleyville Blvd., situated in the City/Township of Colleyville, County of Tarrant, State of Texas, and containing approximately 5.8856 acres of land, more or less, said Land being further described and/or identified on **Exhibit “A”** attached hereto and made a part hereof, together with all and singular any rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, roads, alleys or rights-of-way, and any and all strips or gores, if any, between the Land and abutting or adjacent properties, and the improvements to the Land (the “**Improvements**”), and any leases associated with the Land (the “**Leases**”), and any personal property located on the Land (the “**Personal Property**”), and further including any mineral rights and interests associated with the Land as may be owned by Seller shall be assigned, transferred and conveyed to Purchaser (the “**Mineral Rights**”), and such Land, rights and appurtenances, Improvements, Leases, Personal Property and Mineral Rights being hereinafter referred to collectively as the “**Property**”. The correct legal description of the Property shall be determined from the survey provided for below, and such legal description may be substituted as **Exhibit “A”** hereto and shall be the legal description used in the deed from Seller to Purchaser.

This Purchase and Sale Agreement (the “**Contract**”) is executed effective the “**Effective Date**” (hereinafter defined in Section 25) upon the following terms and conditions.

1. **Purchase Price.** The Purchase Price for the Property shall be **\$3,250,000.00**. The Purchase Price shall be payable at Closing (as hereinafter defined), in cash, by cashier’s or certified check, or by wire transfer of immediately available funds, subject to prorations and adjustments as hereinafter set forth.
2. **Earnest Money/Independent Contract Consideration.** Within seven (7) business days following the Effective Date (as defined in **Section 25** hereof) of this Contract, Purchaser shall deposit with **Republic Title of Texas, Inc., 201 Main Street, Suite 1400, Fort Worth, TX 76102; Attention: Janet Ceron; Phone: 817-810-1001; Email: jceron@republictitle.com** (the “**Title Company**”) as a good faith deposit the sum of **\$25,000.00** (the “**Earnest Money**”).

If this Contract closes, the Earnest Money shall be applied to the Purchase Price; otherwise, the Earnest Money shall be disposed of as provided for elsewhere in this Contract. Seller hereby authorizes the Title Company, if Purchaser elects, to invest the Earnest Money in such a manner as Purchaser may direct; provided, however, the Title Company shall invest the Earnest Money only in such a manner that will allow the Title Company to be in a position to disburse the Earnest Money as herein provided upon two (2) days’ notice. Any interest or other income accruing on the Earnest Money shall remain the property of Purchaser and shall be disbursed to Purchaser upon request at any time. Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of One Hundred Dollars (\$100.00) (the “**Independent Consideration**”) will be non-refundable and will be distributed to Seller in the event of termination of this Contract as full payment and independent consideration for Seller’s performance under this Contract and Purchaser’s right to terminate this Contract, which Seller acknowledges is adequate consideration for Seller entering into this Contract.

3. **Survey.** Within sixty (60) days following the Effective Date, Seller, at Seller’s sole cost and expense, shall cause a current ALTA/ACSM survey including topography (the “**Survey**”) to be made of the Property, dated subsequent to the date hereof, by a licensed surveyor or registered professional engineer acceptable to Purchaser and the Title Company, and shall furnish Purchaser with three copies and the Title Company with two copies of the field notes and Survey prepared by such surveyor or engineer. If Purchaser has not received the Survey by the expiration of the 60th day following the Effective Date, the Inspection Period as provided in Section 7 shall be extended one day for each day until Purchaser receives the Survey, and Purchaser has ten (10) business days to review the Survey when received and notify Seller of any Survey and/or title objections, to which Seller may respond and cure within fifteen (15) days thereafter, and Purchaser may terminate and receive refund of Earnest Money if Seller does not eliminate such objections, pursuant to the timing and provisions of Paragraph 6 below.

The Survey shall be sufficient to permit the Title Company to modify the standard printed exception in its owner’s policy of title insurance pertaining to discrepancies in area or boundary lines, encroachments, overlapping of improvements, or similar matters so as to except only for “shortages in area.” In addition, the Survey shall indicate:

- a. That the corners of the Property have been properly monumented;
- b. The perimeter boundaries of the Property;
- c. The location of all improvements upon or bounding the Property;
- d. The location of all easements within or traversing the Property, if any, giving recording data where applicable;
- e. The location of all roadways traversing, adjoining or bounding the Property, giving recording data where applicable;
- f. That there are no encroachments except as may be specifically shown on the Survey; and
- g. The number of “net square feet” of land within the Property. As used herein, the term “net square feet” shall mean the total number of square feet of land within the Property, excluding any land lying within any existing or proposed alley, street, roadway, right-of-way, easement, river, creek, lake, waterway, drainage-way, railway, 100-year flood plain, flood prone or special flood hazard area.

4. **Title Commitment.** Within ten (10) following the Effective Date, Seller, at Seller’s sole cost and expense, shall cause to be furnished to Purchaser a current title commitment for an owner’s title insurance policy (the “**Title Commitment**”) issued through the Title Company, setting forth the status of title of the Property and all exceptions, including rights-of-way, easements, restrictions, covenants, reservations and other conditions, if any, affecting the Property which would appear in an owner’s title insurance policy if issued, together with true, legible copies of all instruments referred to in the Title Commitment and the tax certificate and Seller’s vesting deed affecting title to the Property.

5. **Additional Information.** Within five (5) business days following the Effective Date, Seller, at Seller’s sole cost and expense, shall furnish to Purchaser the following:

- a. Legible, accurate and complete copies of the most recent ad valorem tax statements affecting the Property from all taxing authorities having jurisdiction over the Property;
- b. Copies of all leases (together with all amendments or modifications thereto), service contracts, warranties or other agreements affecting the Property;
- c. Any and all documents in Seller’s possession or control that can be obtained without unreasonable cost to Seller related to the Property, including, but not limited to: surveys, engineering or soil studies, soil tests, existing environmental reports or studies, engineering reports, feasibility, demographic or economic studies, aerial photographs, existing topographical maps, surveys, maps, plats, detention requirements, permits, drawings, and documents relating to storm water, detention and drainage of the Property, and copies of all plans and specifications, including site plans for improvements, facilities and utilities to be constructed on the Property;
- d. All information available to the City Public Works Department related to the location, size and capacity of existing stubbed utilities serving the Property

Seller shall, within such five (5) business day period, notify Purchaser in writing of each of the deliverables listed in b. and c. above that are not available to Seller to deliver to Purchaser as required herein.

6. **Review of Title and Survey.** Purchaser shall have a period (the “**Review Period**”) ending ninety (90) days after the date on which Purchaser receives the last of (i) the Title Commitment; (ii) true, legible copies of all instruments referred to in the Title Commitment; (iii) the Survey required in **Section 3** above; (iv) the Title Commitment updated from the Survey, and (v) the additional information required in **Section 5** above, in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment or the Survey. Any exception to which Purchaser does not object shall be considered as a “Permitted Exception”. In the event Purchaser notifies Seller of any unacceptable exceptions or conditions, Seller shall have fifteen (15) days

thereafter (the “**Seller’s Cure Period**”) in which to eliminate or modify such unacceptable exceptions or conditions. In the event Seller is unable to eliminate or modify such unacceptable exceptions or conditions to the satisfaction of Purchaser within Seller’s Cure Period, then in that event Purchaser may terminate this Contract by providing written notice to Seller at any time at or prior to Closing, in which event this Contract shall terminate, and the Earnest Money shall be returned to Purchaser, less and except the Independent Consideration, and the parties hereto shall have no further obligations one to the other. Notwithstanding the foregoing, Seller shall be required to cure all matters reflected in Schedule C of the Title Commitment prior to or at Closing, none of which shall be considered a Permitted Exception.

In the event that prior to the Closing an updated Title Commitment is obtained that reveals the existence of any additional or new matters not disclosed in the original Commitment (each, a “**New Matter**”), then Purchaser may object to any such New Matter by providing notice to Seller after receipt of such updated Commitment, which matters Seller shall cause to be released at or prior to Closing. In the event that Seller declines or fails to commit to cure any New Matter, then Purchaser may terminate the Contract by delivering notice to Seller and the Title Company, whereupon Purchaser shall receive a return of all of the Earnest Money and any additional Earnest Money (save and except the Independent Consideration) and Seller shall, within ten (10) days of Purchaser’s written request along with copies of invoices, reimburse Purchaser for its third party costs incurred by Purchaser in connection with the Contract and thereafter all rights, obligations, and liabilities of the parties under this Contract will cease, terminate and be null and void.

7. **Inspection.**

a. At all times prior to Closing, Purchaser, its agents, representatives and designees (including Purchaser’s prospective tenants, occupants and users of the Property and their agents and representatives) (collectively referred to in this Section 7 as the “**Purchaser Parties**”) shall, upon reasonable notice to and written consent of Seller (which shall not be unreasonably withheld), have the right to enter the Property to conduct any investigations, soil tests, boring tests, environmental assessments and engineering and feasibility studies, and/or any other surveys or due diligence reports as may be deemed necessary or advisable in connection with the purchase or use of the Property; provided, however, Purchaser shall be responsible for any damages to the Property caused by the Purchaser Parties.

b. Purchaser shall immediately notify Seller of any and all damages resulting from, arising out of, or caused to, the Property in connection with access or inspection of the Property by any Purchaser Party, including without limitation, damages to any buildings, structures, utilities, fencing, irrigation systems, or landscaping, but only to the extent caused by a Purchaser Party. Purchaser shall be solely responsible for all costs and expenses to restore such damages and shall, upon written request of Seller, cause the repair of all such damages, and repairs and/or replacements to be completed within thirty (30) calendar days, or such longer period as may be mutually agreed upon by the Parties. If Purchaser does not make or perform the required repairs to the Property within the foregoing time period, Seller shall have the right, but not the obligation, to make those repairs, in which event Purchaser shall reimburse Seller the actual third-party, out-of pocket cost thereof within ten (10) business days of Seller’s delivery of a written invoice and verification/backup information evidencing the same.

c. If it should be determined by Purchaser, in Purchaser’s sole discretion and judgment, that the Property is not suitable for the purposes for which Purchaser intends to utilize the Property or that Purchaser, with or without cause, for whatever reason (founded or unfounded), or for no reason at all, does not desire to consummate the transaction contemplated by this Contract, then Purchaser shall be entitled to terminate this Contract by giving written notice thereof to Seller or the Title Company at or prior to the expiration of the Inspection Period (as hereinafter defined), whereupon the Earnest Money shall be returned to Purchaser, and thereafter Seller and Purchaser shall have no further obligations or liabilities to each other hereunder.

d. For the purpose hereof, the term **Inspection Period** shall mean that period commencing with the Effective Date and ending ninety (90) **days** thereafter.

FOR THE PURPOSES OF ENTRY AND/OR INSPECTION BY PURCHASER (INCLUDING ANY PURCHASER PARTY) UNDER THIS SECTION 7, PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS BEING MADE AVAILABLE “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE SAME. IN ADDITION, PURCHASER HEREBY RELEASES AND HOLDS HARMLESS THE SELLER

FROM 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 ANY NEGLIGENT ACT OR OMISSION OF A PURCHASER PARTY (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, AS A DIRECT RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER, AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION, OR BY A CASUALTY EVENT NOT CAUSED BY A PURCHASER PARTY).

8. **Approvals.**

a. Upon the expiration of the Inspection Period, Purchaser shall have **one hundred fifty (150) days** (the "**Approval Period**") to obtain all approvals necessary from state, local and owner's association (or equivalent) for zoning, site plan, and building permit, in order to construct its commercial retail building(s) on the Property, Purchaser's receipt of written confirmation from a reputable funding source with terms acceptable to Purchaser that Purchaser has been approved for financing of the Property and for expenses of the business to be located on and about the Property, and/or satisfy all other requirements of Purchaser's lender's for actual funding (the "**Approvals**"). **Seller acknowledges and accepts that Purchaser's lender will not disperse funds to close on the Property until Purchaser has obtained all permits and Approvals to develop the Property.** Upon the expiration of the Approvals Period (as may be extended), all of the Earnest Money shall be considered non-refundable to Purchaser (but shall be applicable to the Purchase Price at Closing save and except the Independent Consideration), subject only to Purchaser's satisfaction of the contingencies set forth in Sections 6 and 8, Seller's representations and covenants set forth in Sections 10 and 11 being true and correct at Closing, and Seller fulfilling its Closing obligations as specifically provided in Section 13. On or before the expiration of the Approval Period (as may be extended as described below), if Purchaser does not obtain its Approvals, then Purchaser shall have the right to terminate the Contract and the Title Company/escrow agent shall promptly return the Earnest Money, save and except the Independent Consideration (including any additional Earnest Money deposited) to Purchaser and the parties shall owe no further obligations each to the other party.

b. So long as Purchaser has made application with the City for the initial approvals related to the Property within the original one hundred fifty (150) day Approval Period, then Purchaser may extend the Approval Period two (2) times for a period of **thirty (30)** days each, contingent only upon delivery of written notice to Seller of Purchaser's election thereof prior to the expiration of the then-current Approval Period.

c. Seller agrees to cooperate with Purchaser in obtaining (in each instance satisfactory to Purchaser in all respects and subject only to such restrictions or conditions as Purchaser may accept) any and all approvals, licenses and permits as Purchaser may deem necessary or required as determined by Purchaser in its sole discretion; including but not limited to any zoning changes, site development permits or special use permits for the Property, if any, and site plan approval from all applicable governmental or political subdivisions, authorities, agencies or bodies having jurisdiction over the Property or use or development thereof, for the use and development of the Property for Purchaser's intended purposes. Seller further agrees to attend such hearings and meetings and execute such documents as are reasonably required in connection therewith, including but not limited to any required plat or replat respecting the Property.

d. For any reason, should Purchaser not obtain the Approvals at any time during and prior to the expiration of the Approval Period, due to any of the following "events" (so-called herein): (i) an event in which the governmental building closes, (ii) a moratorium on the issuance of building permits by the applicable governmental authority, (iii) a weather-related issue which causes the applicable governmental building to close, (iv) a casualty event which causes the applicable governmental building to close, (v) unanticipated site conditions, (vi) unanticipated governmental delays (such as, but not limited to, city, city council) and/or requirements (vii) an exceptional circumstance which is unforeseeable and not due to any fault of Purchaser, (viii) pandemic/epidemic; (ix) delays due to required HOA approvals, or (x) Seller Delay (as hereinafter defined), then the Approval Period shall be extended one day for each day of delay. Notwithstanding the foregoing provisions of this Section 8(d), the Approval Period shall not be extended due to a Seller Delay unless Purchaser has notified Seller in writing of the Seller Delay no later

than five (5) business days from the date upon which Purchaser first becomes aware of the Seller Delay (resulting from Seller's acts or omissions).

Seller Delay shall mean any negligent act, delay, neglect, failure or omission of any nature by Seller, its agents, servants, employees, contractors, or subcontractors, or any person, firm, or corporation employed by Seller which delays Purchaser's submissions for its Approvals or a delay in obtaining its Approvals.

9. **Closing Date and Place.** The Closing (so called herein) hereunder shall take place at the offices of the Title Company **thirty (30) days** after the expiration of the Approval Period (as may be extended), or such earlier date as Purchaser may select. If on the scheduled Closing Date, (i) Purchaser has made objections in accordance with **Section 6** hereof that have not been cured or waived; (ii) the Title Company has advised that it will not issue the Owner's Title Insurance Policy in accordance with **Section 13(f)** below; (iii) Seller is in default of any of its obligations, covenants, representations or warranties set forth in this Contract or (iv) any other conditions or contingencies set forth in this Contract have not been met; then Purchaser may, in its sole discretion, either: (w) waive any defect or requirement and close the transaction herein contemplated; (x) extend (without prejudice to any of Purchaser's other rights hereunder) the Closing for such reasonable time as may be required for Seller to cure any title defect or other default hereunder, such postponed date shall then become the Closing Date; (y) terminate this Contract in writing and receive refund of the Earnest Money, other than the Independent Consideration; or (z) enforce specific performance hereunder, or seek such other relief as may be provided by law (including suit for damages), or both.

10. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser as follows:

- a. Seller, at the time of Closing, owns the Property and has the right to convey title, and Seller will convey to Purchaser by special warranty deed good and indefeasible fee simple title to the Property, free and clear of any and all encumbrances and title exceptions other than the Permitted Exceptions.
- b. There are no adverse parties in possession of the Property or any part thereof and no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers; and no party has been granted any license, lease or other right relating to the use or possession of the Property.
- c. There is no pending or threatened condemnation or similar proceeding affecting the Property or any part thereof, nor is any such proceeding contemplated by any governmental authority.
- d. No portion of the Property is affected by any special assessments, whether or not constituting a lien thereon, and no such assessments are contemplated by any governmental authority.
- e. There are no unpaid charges, debts, liabilities, claims or obligations arising from the ownership and/or operation of the Property which could give rise to any mechanic's or materialmen's or other statutory lien against the Property, or any part thereof, or for which Purchaser will be responsible.
- f. The Property has full and free access to and from a public street and Seller has no knowledge of any pending or threatened governmental proceeding or any other act or condition which would limit or result in the termination of such access.
- g. There is no pending or threatened judicial, administrative or other proceeding which might adversely affect the current zoning classification, nor does Seller know of any fact which would result in a modification or termination of such zoning classification.
- h. There is no pending or threatened litigation, actions or proceedings against Seller or the Property, including condemnation, which could adversely affect title to the Property or any part thereof or the ability of Seller to perform any of its obligations hereunder or the use of the Property by Purchaser.
- i. No consent or approval of any person, entity or of any governmental agency or authority is required with respect to the execution and delivery of this Contract by Seller or the consummation by Seller of the transactions contemplated hereby or the performance by Seller of its obligations hereunder.
- j. Seller has not received notice from any governmental, quasi-governmental agency or property owner association requiring the correction of any condition with respect to the Property, or any part thereof,

by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation has been commenced or is contemplated regarding any of the foregoing.

k. Performance of this Contract will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

l. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

m. There are no contracts or other obligations outstanding, including, but not limited to, for the lease, sale, exchange, or transfer of the Property or any portion thereof, or options to purchase, rights of first refusal or unrecorded easements affecting the Property.

n. Seller has full power and authority to enter into this Contract and to perform its obligations under this Contract. The execution, delivery and performance of this Contract and the transactions contemplated hereby have been duly authorized and approved and no other actions or proceedings on its part are necessary to authorize the execution, delivery or performance of this Contract. This Contract constitutes the legal, valid and binding obligations of Seller enforceable in accordance with its terms.

o. Seller is not aware of the Property being taxed, for real estate purposes, as agricultural property; nor that the Property is or will be subject to any "rollback" taxes nor any subsequent assessments for prior years due to change in land use or ownership and no part of the Property has been assessed for real estate taxes during the preceding five (5) years (i) by using agricultural use to value the Property or any part thereof; or (ii) by treating the Property or any part thereof as "open-space land devoted to timber production on the basis of its productive capacity or "open-space land devoted to farm or ranch purposes on the basis of its productive capacity"; or (iii) by treating the Property or any part thereof as "land designated for agricultural use"; or (iv) by treating the Property or any part thereof as "qualified open space land"; or (v) by treating the Property or any portion thereof as timber land. **If a tax assessment or charge occurs and becomes due as a result of the property changing from public to private ownership, Seller shall be fully responsible for all such taxes, charges or assessments.**

p. There has been no introduction, spillage, release, discharge or disposal of any pollutant of any kind into or on the surface water, ground water, soil or subsurface of the Property or land adjacent to the Property.

q. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as the same may have been or may hereafter be amended, or the regulations promulgated thereunder.

Purchaser's obligation to close this Contract shall be contingent on the above representations and warranties also being true and correct on the Closing Date, and Seller shall execute and deliver to Purchaser the Affidavit attached as Exhibit "B" at Closing. Except as specifically or expressly set forth in this Contract to the contrary, all representations, warranties and covenants shall be subject to the AS IS provisions set forth in **Exhibit C.**

11. **Covenants of Seller.** Seller covenants and agrees with Purchaser that:

a. Seller will not use, occupy or allow the use or occupancy of the Property in any manner which violates any applicable laws, rules and regulations, restrictive covenants and zoning ordinances.

b. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Seller shall notify Purchaser of the pendency of such proceedings.

c. Seller will not, without the prior written consent of Purchaser, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for mortgages existing at the time of this Contract which will be released at Closing, and the lien for ad valorem

taxes on the Property which are not delinquent), security interest, encumbrance or charge, or conditional sale or other title retention document, other than the Permitted Exceptions, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Purchaser, Seller will cause the same to be immediately discharged and released.

d. Seller will not sell, lease, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Property or any interest therein or permit any of the foregoing.

e. Seller will advise Purchaser promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or notice.

f. Seller will obtain all such written consents and approvals as may be required in order to permit Seller to perform Seller's obligations under this Contract.

g. Seller will not allow or permit the introduction, spillage, release, discharge, use, storage or disposal of any pollutant of any kind into or onto the surface water, ground water, soil or subsurface of the Property or land adjacent to the Property. In addition, Seller, at Seller's sole cost and expense, shall have all existing buildings on the Property demolished and removed, including foundations and all utility connections, and Seller shall also be responsible for removal of all hazardous materials associated with the demolition, including asbestos. Seller shall, at Closing, deliver the Property to Purchaser free from all hazardous materials and/or substances.

i. Seller will promptly correct any defect, error or omission which may be discovered in the contents of this Contract and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Contract.

j. Seller will work with Purchaser and its civil engineers to design and create a drainage system for stormwater management that allows runoff directly into the road system and avoids the need for any above-ground pond or underground detention system on site. Seller and Purchaser both acknowledge that above-ground pond or underground detention for runoff may be required.

k. Seller represents and warrants to Purchaser that Seller does not own any remainder or adjacent property.

l. Seller represents and warrants to Purchaser that there are no property credits to convey to Purchaser for water rights, traffic impact fee credits, utility and related RTC credits, or any other credits associated with the Property.

m. Seller shall deliver such evidence or documents as may be reasonably required by the Purchaser or the Title Company evidencing the status and capacity of Seller and the full right, power and authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property and to carry out the Seller's obligations hereunder.

n. Seller shall deliver the Property rough graded, which shall include, but shall not be limited to, Seller bringing the Land to the desired finished grade elevation as reasonably determined by Purchaser and designated in writing to Seller prior to the expiration of the Approval Period, which shall include the shaping, cutting, filling and smoothing of earth to ensure a balanced level base and continuous grade, and shall stub, at Seller's sole cost and expense, electric, gas, telephone, storm sewer, sanitary sewer, and water to within the Property boundary. In addition, Seller shall deliver the Property free of all hazardous materials, including asbestos.

o. Seller shall provide to Purchaser, at no cost or expense to Purchaser, (as well as any administrative revisions if necessary), the Property as a separately platted Lot, as reasonably approved by Purchaser.

All covenants made by Seller in this Contract shall have been performed as of the Closing Date.

12. **Casualty.** During the pendency of this Contract, Seller shall insure the Property and remain responsible for the Property. Seller shall promptly provide written notice to Purchaser of any loss, damage, or destruction to the Property or any portion thereof during the pendency of this Contract. In the event of damage by fire or other casualty or a taking by condemnation or similar proceedings or actions of all of the Property, or any portion of the Property which, at Purchaser's sole discretion, is material to the use of the remainder, Purchaser shall have the option to terminate this Contract upon written notice to Seller, in which event the Earnest Money and all earnings thereon shall be promptly refunded to Purchaser, and neither Purchaser nor Seller shall have any further right or obligation hereunder. Should Purchaser elect not to exercise its option as provided hereunder, then the Contract shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing Seller's interest in and to all insurance proceeds, condemnation awards or proceeds from any such proceedings or actions in lieu thereof.

13. **Seller's Obligations at Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, each of the following items:

a. A special warranty deed duly executed and acknowledged by Seller, conveying to Purchaser good, indefeasible fee simple title in the Property, subject only to the Permitted Exceptions.

b. A non-foreign person affidavit sworn to by Seller as required by Section 1445 of the Internal Revenue Code. In the event that (i) Seller fails to deliver the affidavit at Closing; or (ii) Seller delivers the affidavit but Purchaser has actual knowledge that the affidavit is false; or (iii) Purchaser receives notice that the affidavit is false from any agent of Purchaser or Seller, then Purchaser shall be entitled to withhold from the Purchase Price a sum equal to fifteen percent (15%) of the total amount which otherwise would have been realized by Seller from such sale, which sum will be paid by Purchaser to the United States Treasury pursuant to the requirements of Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder.

c. An affidavit executed by Seller stating that all representations, warranties and other matters contained in this Contract and the lists, schedules and other documents (including copies of documents) furnished to Purchaser pursuant to this Contract were true, complete and correct when made or furnished and remain true, complete and correct as of the Closing Date, in form as attached hereto and incorporated herein fully by reference.

d. An appropriate "Seller's Affidavit" or other acceptable evidence addressed to the Title Company attesting to the absence of liens, rights of parties in possession and other encumbrances arising under Seller so as to enable Title Company to delete the exceptions for such matters from Purchaser's owner's policy of title insurance and otherwise insure any "gap" period occurring between the closing and the recordation of the closing documents.

e. A current certificate from the Title Company, reflecting that there are no financing statements (UCC-1s) or other filings (including but not limited to, tax liens, judgments, bankruptcies, litigation, etc.) which affect the Property or any part thereof.

f. An Owner's Policy of Title Insurance (the "**Owner's Policy**") in the amount of the Purchase Price issued by the Title Company on the standard form in use in the State of Texas, including any endorsements required by Purchaser and Purchaser's lender, on the Policy of a Title Insurance Company satisfactory to Purchaser, insuring good and indefeasible fee simple title to the Property in Purchaser, subject only to the Permitted Exceptions and the standard printed exceptions, except:

i. The exception relating to restrictions shall be deleted by the Title Company except for such restrictions as may be included in the Permitted Exceptions;

ii. The exception relating to discrepancies, conflicts or shortages in area or boundary lines, or any encroachment or any overlapping of improvements which a survey might show shall be modified to delete such exception except as to "shortages in area";

iii. The exception relating to ad valorem taxes shall except only to standby fees and taxes owing for the current year of closing and subsequent years; and

iv. There shall be no exception for "rights of parties in possession."

All exceptions, conditions or requirements described in *Schedule C* of the Title Commitment which are the obligation of Seller or which are required to be satisfied in order to cause the Owner's Policy to be issued shall be released or satisfied prior to or at Closing, and such items and requirements shall not constitute Permitted Exceptions (whether or not Purchaser makes any objections thereto) nor be exceptions to the Owner's Policy to be provided by Seller.

g. Such evidence or documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

h. If new construction has taken place within the last six months, the following required to be produced: *Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any site work and improvements made on the land within six months of the Closing Date. This evidence should consist of sworn contractors' and subcontractors' affidavits, together with all necessary waivers of lien, subject to the satisfaction (and approval of the Title Company, Purchaser's lender and the Purchaser). Seller agrees to satisfy any obligations required by the Title Company and Purchaser's lender in order for the Title Company to issue the Owner and Mortgagee Title Insurance Policy(s) insuring against mechanic's liens so Purchaser's lender has a valid first lien of coverage upon the Property.*

i. *Seller shall assign to Purchaser all warranties and shall terminate any existing management agreements and/or any rights of possession (including but not limited to options to purchase, leases, rights of first refusals and/or unrecorded easements). NOT APPLICABLE*

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14. **Purchaser's Obligations at Closing.** At the Closing, Purchaser shall deliver to Seller the following items:

a. The Purchase Price in cash, subject to any prorations or other adjustments contained in this Contract; and

b. Such evidence or documents as may reasonably be required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

15. **Prorations and Costs.** Ad valorem taxes for the then current year shall be prorated at the Closing effective as of through the Closing Date. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be based upon taxes for the prior year and adjusted for the year of closing when they become finally determined with such settlement to be made within ten (10) days after the date taxes are finally determined. Purchaser shall be responsible for the settlement or lender costs associated with Purchaser's financing; any costs relating the deposit of the Earnest Money with the Title Company, Purchaser's attorney's fees, and one-half (1/2) of the costs of Closing not specifically allocated hereunder.

Seller shall be responsible for any and all taxes related to the Property for years prior to Closing and as of the date of Closing, all taxes due to a change in land usage or ownership, 100% of any and all rollback taxes, special taxes, and sales tax, and Seller shall pay any and all special assessments which may have been or are levied against the Property as of the date of Closing. Seller shall also be responsible for any and all transfer taxes and documentary or deed stamps, if applicable, and/or recording fees payable on account of transfer of title to the Property to Purchaser, costs for

preparing and recording the deed, any costs for the clearance of title matters; Seller's attorney's fees, and one-half (1/2) of any costs of Closing not specifically allocated hereunder.

16. **Brokerage Commission.** Purchaser agrees to pay to The Woodmont Company/Grant Gary and Kendall Graff as "Purchaser's Broker" (collectively, the "**Agents**" and separately an "**Agent**") for negotiating this Contract a commission or consulting fee (as applicable) pursuant to separate agreement. Seller has not used the services of a Seller's Broker. Such commission to Purchaser's Broker shall be earned and payable if and only if the Closing is consummated. An Agent or consultant or the Agents may divide its consulting fee or commission with other real estate brokers, or salesmen, but, notwithstanding any such agreement for division of the fee or commission, Purchaser shall be fully protected in paying said commission or consulting fee to the Agents. Purchaser shall have no obligation whatsoever to pay any commission or consulting fee in the transaction contemplated by this Contract if it is not consummated, whether or not as a result of the termination of this Contract by either Seller or Purchaser or as a result of a default by either party. This Contract may be amended at any time and from time to time in any manner whatsoever (including but not limited to modifying the Purchase Price) by Seller and Purchaser, without joinder, approval or consent by the Agents. To the extent allowed by law, Seller agrees to indemnify Purchaser and hold Purchaser harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Purchaser by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Seller. Purchaser agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Seller by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Purchaser, except the claim of Agents to the commission or consulting fee payable by Purchaser as provided above in this Section 16.

Purchaser acknowledges that at the time of the execution of this Contract, the Agents have advised Purchaser by this writing that Purchaser should have an abstract covering the Property examined by an attorney of Purchaser's own selection or should be furnished with or obtain a policy of title insurance.

The parties further acknowledge (i) that certain shareholders, directors, partners, members and/or officers of Purchaser may be licensed Texas real estate brokers and/or may also be shareholders, directors, partners, members and/or officers of The Woodmont Company, and (ii) that The Woodmont Company, acting as an Agent or consultant, does not constitute a conflict of interest or in any manner infer or require directly or by inference that The Woodmont Company is to act for anyone in this transaction other than Purchaser.

17. **Termination by Purchaser.** If this Contract is terminated by Purchaser pursuant to any right to terminate provided in this Contract, the Earnest Money shall be immediately returned to Purchaser by the Title Company.

18. **Seller's Default.** In the event of Seller's default hereunder, following expiration of any notice and cure period, Purchaser may, at Purchaser's option, and as Purchaser's sole and exclusive remedy, either: (i) terminate this Contract by giving written notice from Purchaser to Seller and the Earnest Money will be immediately returned to Purchaser by the Title Company; (ii) enforce specific performance hereunder and/or seek such other relief as provided by law including suit against Seller for damages, or both.

19. **Purchaser's Default.** In the event that Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to any right of termination given to Purchaser herein, following expiration of any notice and cure period, Seller, as Seller's sole and exclusive remedy for such default, shall have the right to terminate this Contract by notice to Purchaser and to retain the Earnest Money, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for a default of Purchaser hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

20. **Notice.** All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by Seller to Purchaser or by Purchaser to Seller, whether required by this Contract or in any way related to the transaction contracted for herein, shall be in writing and shall be deemed delivered when actually received, or, if earlier and whether or not actually received, (i) if delivered by courier or in person, when left with any person at the address reflected below, if addressed as set forth below, (ii) if by overnight courier service (such as, by way of example but not limitation, U.S. Express Mail or Federal Express) with instructions for delivery on the next business day, one (1) business day after having been deposited with such courier, addressed as reflected below, and (iii) Electronic mail ("Email") at the email addresses listed below; and (iv) if delivered by mail, when deposited in a

Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed (as a certified or registered item, return receipt requested), addressed as follows:

To Purchaser: WOODMONT LAND COMPANY
2100 West 7th Street
Fort Worth, Texas 76107
Attention: Stephen Coslik
Telephone: (817) 732-4000
Email: scoslik@woodmont.com

With Copy To: The Woodmont Company
2100 West 7th Street
Fort Worth, Texas 76107
Attn.: Grant Gary
Telephone (817) 732-4000
Email: ggary@woodmont.com

Attention: Susy Johnson, TBLS-BCP R/E
Telephone: (817) 377-7720
Email: sjohnson@woodmont.com

Attention: Kendall Graff
Telephone (717) 371-7955
Email: kgraff@woodmont.com

To Seller: City of Colleyville
100 Main Street
Colleyville, Texas 76034
Attention: Jerry Ducay, City Manager
Telephone: 817-503-1116
Email: jducay@colleyville.com

With copy to: Wyatt Hamilton Findlay, PLLC
923 Roslyn Ct.
Denver, Colorado 80230
Attn: Whitt Wyatt, City Attorney
Telephone: (972) 762-6418
Email: whitt@whflegal.com

21. **Section 6045(c) Compliance.** Seller and Purchaser acknowledge and agree that Section 6045© of the Internal Revenue Code may require that notice of the sale and purchase of the Property described in this Contract be provided to the Internal Revenue Service by preparation of and filing with the Internal Revenue Service of Form 1099-B; and further, Seller and Purchaser agree to furnish and provide to the Title Company any and all information that the Title Company may require in order for it to (i) comply with all instructions to Form 1099-B in preparation thereof and (ii) prepare and timely file with the Internal Revenue Service said Form 1099-B with respect to this transaction. By execution of this Contract, the Title Company agrees to provide to Seller and Purchaser, following the Closing, evidence that Form 1099-B was timely filed with the Internal Revenue Service, if such filing is required thereby.

22. **Governing Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Texas, and any court action arising out of this Contract shall be brought in Tarrant County, Texas.

23. **Survival.** All covenants, agreements, representations and warranties contained herein shall survive Closing and shall be binding upon the parties hereto and their successors and assigns.

24. **Capacity.** Except as hereinafter provided, each person executing this Contract hereby represents and warrants that he has the authority to do so and that his signature shall bind the entity for which he signed. Each party hereto

shall provide the other party and the Title Company with such documentation as the Title Company or Purchaser's or Seller's attorney deems necessary to evidence the authority of that party to perform the actions contemplated herein.

25. **Timing.** Time is of the essence of this Contract. For purposes hereof, the "Effective Date" of this Contract shall be the date it is deposited with and receipted for by the Title Company. If the date that the performance of any obligations arising hereunder, or the date upon which any notice shall be given, is a Saturday, Sunday or any legal holiday under the laws of the State of Texas, then such date shall be extended to the next business day immediately succeeding such Saturday, Sunday or legal holiday.

26. **Attorney's Fees and Costs.** In the event either party hereto files a suit to enforce this Contract or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, its costs, including reasonable attorney's fees, incurred in such suit.

27. **Assignability.** This Contract may be assigned by Purchaser to a corporation or other legal entity without the consent of Seller, and upon such assignment Purchaser shall be relieved of all duties and obligations hereunder and Seller shall thereafter look solely to Purchaser's assignee for the performance of Purchaser's obligations hereunder.

28. **Gender.** Where required for proper interpretation, words in the singular shall include the plural and the masculine gender shall include the neuter and the feminine gender and vice versa.

29. **Headings.** The descriptive headings of the several Sections contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

30. **Complete Agreement.** This Contract embodies the complete agreement between the parties hereto and cannot be varied or terminated except by written agreement of the parties.

31. **Withdrawal of Offer.** Seller must accept this Contract by signing and returning a fully executed copy of the same to Purchaser and to the Title Company within five (5) days from the date of Purchaser's execution hereof, or this offer may, at Purchaser's option, be deemed to be withdrawn.

32. **Removal from Market.** Upon the full execution of this Contract, Seller hereby agrees that it shall neither solicit nor accept offers for the purchase, lease or development of the Property from any parties other than Purchaser or its assigns.

33. **Counterparts.** This Contract may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving the existence, validity or content of this Contract. If the signature of Purchaser or Seller on this Contract is not an ink-on-paper original, but is a mechanical or electronic reproduction (such as a pdf or DocuSign), then such reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an ink-on- paper original.

34. **Good Faith and Fair Dealing.** The parties agree to deal with each other fairly and in good faith.

35. **Accord and Satisfaction.** No payment by Purchaser or receipt by Seller of a lesser amount than any payment herein stipulated shall be deemed to be other than on account of the earliest stipulated payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Seller may accept such check or payment without prejudice to Seller's or Purchaser's right to recover the balance of such payment or pursue any other remedy provided in this contract, at law or in equity.

36. **Patriot Act.** Seller (which for this purpose includes its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Contract (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any payment made under this Contract.

37. **Construction.** Seller and Purchaser acknowledge each to the other that both they and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be construed and resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

38. **Posting of Signs.** Purchaser shall be entitled to post signs on the Property during the pendency of this Contract; provided, that installation of any and all signs shall be in compliance with applicable law, including the applicable sign regulations in the Colleyville Land Development Code (the “**LDC**”). Notwithstanding the foregoing, the parties may mutually agree in writing to allow for an administrative variance from the LDC (without City Council approval) for the installation of temporary signage upon the Property prior to Closing.

39. **1031 Exchange.** Purchaser understands that Seller may desire to effectuate a tax-deferred, like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, and Purchaser agrees to cooperate with Seller in connection therewith provided that (a) in no event shall Purchaser be required to take title to any property, (b) such exchange shall be accomplished at no cost, liability or expense to Purchaser, (c) Seller hereby agrees to indemnify, defend and hold Purchaser harmless in connection therewith and (d) this Contract is not contingent upon a successful like-kind exchange being effected by Seller pursuant to the applicable provisions of Section 1031 of the Internal Revenue Code.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED on this, the ____ day of _____, 2023, by Purchaser.

WOODMONT LAND COMPANY,
a Texas corporation

By: _____
Stephen Coslik, President

EXECUTED on this, the ____ day of _____, 2023, by Seller.

THE CITY OF COLLEVEYVILLE

By: _____
Jerry Ducay, City Manager

RECEIPT BY TITLE COMPANY

This Contract has been received by the Title Company this, the ____ day of _____, 2023.

Republic Title of Texas, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

PROPERTY DESCRIPTION



THIS SITE PLAN IS PRESENTED SOLELY FOR THE PURPOSE OF IDENTIFYING THE APPROXIMATE LOCATION AND SIZE OF THE BUILDINGS PRESENTLY CONTEMPLATED ON THE PROPERTY. BUILDING SIZES, DIMENSIONS, ACCESS AND PARKING AREAS, EXISTING TENANT LOCATIONS AND IDENTITIES ARE SUBJECT TO CHANGE AT THE LANDLORD'S DISCRETION, EXCEPT AS OTHERWISE EXPRESSLY RESTRICTED HEREIN .

EXHIBIT "B"

AFFIDAVIT OF SELLER

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this date personally appeared _____ -
(principal of Seller), who, after being duly sworn, upon his oath states the following:

1. "My name is _____. I am over eighteen (18) years of age and I am fully competent to make this affidavit. I have personal knowledge of the facts stated, and they are true and correct.
2. "I am the _____ of _____ ("_____") and I am qualified to enter into transactions and execute documentation on behalf of _____
3. "I executed that certain Earnest Money Contract (the "Contract") on behalf of Seller, THE CITY OF COLLEYVILLE, which Earnest Money Contract was entered into by and between Seller, and Woodmont Land Company, a Texas corporation ("Woodmont"), as purchaser, dated as of _____, 2023, concerning the sale and purchase of certain property more particularly described therein, consisting of approximately 5.8856 acres of land, more or less, located at 4007 Colleyville Blvd., in the City of Colleyville, Tarrant County, Texas (the "Property"); and
4. Pursuant to Section 10 of the Contract, I represent and warrant to Woodmont and to the Title Company/Escrow Holder, Republic Title of Texas, Inc., on behalf of Seller that, to the best of my knowledge as Seller's representative, the following is true and correct and swear to the truth and accuracy of the following:
 - a. Seller, at the time of Closing, owns the property and has the right to convey title and Seller will have and will convey to Purchaser by special warranty deed good and indefeasible fee simple title to the Property, free and clear of any and all encumbrances and title exceptions other than the Permitted Exceptions.
 - b. There are no adverse parties in possession of the Property or any part thereof and no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers; and no party has been granted any license, lease or other right relating to the use or possession of the Property.
 - c. There is no pending or threatened condemnation or similar proceeding affecting the Property or any part thereof, nor is any such proceeding contemplated by any governmental authority.
 - d. No portion of the Property is affected by any special assessments, whether or not constituting a lien thereon, and no such assessments are contemplated by any governmental authority.
 - e. There are no unpaid charges, debts, liabilities, claims or obligations arising from the ownership and/or operation of the Property which could give rise to any mechanic's or materialmen's or other statutory lien against the Property, or any part thereof, or for which Purchaser will be responsible.

- f. The Property has full and free access to and from a public street and Seller has no knowledge of any pending or threatened governmental proceeding or any other act or condition which would limit or result in the termination of such access.
- g. There is no pending or threatened judicial, administrative or other proceeding which might adversely affect the current zoning classification, nor does Seller know of any fact which would result in a modification or termination of such zoning classification.
- h. There is no pending or threatened litigation, actions or proceedings against Seller or the Property which could adversely affect title to the Property or any part thereof or the ability of Seller to perform any of its obligations hereunder or the use of the Property by Purchaser.
- i. No consent or approval of any person, entity or of any governmental agency or authority is required with respect to the execution and delivery of this Contract by Seller or the consummation by Seller of the transactions contemplated hereby or the performance by Seller of its obligations hereunder.
- j. Seller has not received notice from any governmental, quasi-governmental agency or property owner association requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any federal, state, county or city statute, ordinance, code, rule or regulation or stating that any investigation has been commenced or is contemplated regarding any of the foregoing.
- k. Performance of this Contract will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.
- l. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.
- m. There are no contracts or other obligations outstanding, including, but not limited to, for the lease, sale, exchange, or transfer of the Property or any portion thereof, or options to purchase, rights of first refusal or unrecorded easements affecting the Property.
- n. Seller has full power and authority to enter into this Contract and to perform its obligations under this Contract. The execution, delivery and performance of this Contract and the transactions contemplated hereby have been duly authorized and approved and no other actions or proceedings on its part are necessary to authorize the execution, delivery or performance of this Contract. This Contract constitutes the legal, valid and binding obligations of Seller enforceable in accordance with its terms.
- o. Seller is not aware of the Property being taxed, for real estate purposes, as agricultural property; nor that the Property is or will be subject to any "rollback" taxes nor any subsequent assessments for prior years due to change in land use or ownership and no part of the Property has been assessed for real estate taxes during the preceding five (5) years (i) by using agricultural use to value the Property or any part thereof; or (ii) by treating the Property or any part thereof as "open-space land devoted to timber production on the basis of its productive capacity or "open-space land devoted to farm or ranch purposes on the basis of its productive capacity"; or (iii) by treating the Property or any part thereof as "land designated for agricultural use"; or (iv) by treating the Property or any part thereof as "qualified open space land"; or (v) by treating the Property or any portion thereof as timber land.

p. There has been no introduction, spillage, release, discharge or disposal of any pollutant of any kind into or on the surface water, ground water, soil or subsurface of the Property or land adjacent to the Property.

q. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as the same may have been or may hereafter be amended, or the regulations promulgated thereunder.

AFFIANT:

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this ____ day of _____, 2023.

Notary Public in and for the State of _____

My Commission Expires: _____

EXHIBIT C

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT (SPECIFICALLY INCLUDING BUT NOT LIMITED TO SELLER'S REPRESENTATIONS AND WARRANTIES) OR THE CLOSING DOCUMENTS, THE PROPERTY IS BEING SOLD IN AN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS CONTRACT AND AS OF THE DATE OF CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NO REPRESENTATIONS, WARRANTIES, COVENANTS OR GUARANTEES, EXPRESS OR IMPLIED, HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OF ITS OFFICIALS OR EMPLOYEES ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO (I) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, THE REAL PROPERTY OR THE PERSONAL PROPERTY; (II) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (III) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (IV) THE CREDIT-WORTHINESS OF ANY VENDOR OR OTHER PERSON OR ENTITY; (V) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF; (VI) WHETHER THE REAL PROPERTY OR PERSONAL PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR ANY OTHER HAZARDOUS MATERIALS OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME; OR (VII) THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS CONTRACT, THE EXHIBITS HERETO ANNEXED AND THE CLOSING DOCUMENTS, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS CONTRACT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS CONTRACT, THE EXHIBITS ANNEXED HERETO OR THE CLOSING DOCUMENTS. TO THE EXTENT THAT SELLER HAS PROVIDED OR WILL PROVIDE TO PURCHASER ANY SURVEYS, TITLE COMMITMENTS, INSPECTION, ENGINEERING, ENVIRONMENTAL REPORTS (INCLUDING REPORTS CONCERNING ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES, OR ANY OTHER MATERIALS, INFORMATION OR DATA IN CONNECTION WITH PURCHASER'S INSPECTION OF THE PROPERTY) OR OTHER MATERIALS, INFORMATION AND/OR DATA, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS, METHODOLOGY OF PREPARATION OR OTHERWISE CONCERNING THE CONTENTS OF SUCH REPORTS, MATERIALS, INFORMATION AND DATA. PURCHASER ACKNOWLEDGES THAT ANY SUCH REPORTS, MATERIALS, INFORMATION AND DATA MADE AVAILABLE TO PURCHASER ARE MADE AVAILABLE AS A CONVENIENCE AND AN ACCOMMODATION ONLY, AND THAT SELLER HAS REQUESTED PURCHASER TO INSPECT FULLY THE PROPERTY AND INVESTIGATE ALL MATTERS RELEVANT THERETO AND TO RELY SOLELY UPON THE RESULTS OF PURCHASER'S OWN INSPECTIONS OR OTHER INFORMATION OBTAINED OR OTHERWISE AVAILABLE TO PURCHASER, RATHER THAN ANY INFORMATION THAT MAY HAVE BEEN OR WILL BE PROVIDED (OR THAT HAVE BEEN OR WILL BE MADE AVAILABLE FOR DOWNLOAD ELECTRONICALLY) BY SELLER TO PURCHASER.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT AND THE EXHIBITS ANNEXED HERETO OR THE CLOSING DOCUMENTS, PURCHASER WAIVES AND RELEASES SELLER FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE CONDITION, OPERATION OR ECONOMIC PERFORMANCE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR ANY OTHER HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE REAL PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER; (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY

KIND; OR (III) THE COMMON LAW.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 2/21/2023

Number 5

Type Report

Department Finance

Title

Monthly Financial Report - January 2023

Explanation

General Fund

Through January, the fund has collected 63% of its budgeted revenues and spent 33% of budgeted expenditures, yielding a year-to-date surplus of \$8.16 million. This is a significant increase over last year's surplus, due to the City's elimination of the \$1.5 million transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. Property tax receipts are coming in slightly slower than the previous year. However, we are still on track to receive our full budgeted levy. The majority of our revenue tends to hit the City's account early in the year and spending is more evenly spaced out; surpluses are expected for the remainder of FY23.

Sales tax revenue

The City's third sales tax collection for FY23, representing sales made in December, came in this month and it showed a solid increase of 7.1% over last December. The total year-to-date increase of 4.8% over FY22 represents an additional \$128,000 to the City so far this year. With Colleyville's sales tax having grown a total of 25%, or from \$8.5 million in 2020 to a record-high \$10.29 million in the last year, any flat or increasing sales tax is fantastic for the City and indicates our recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Utility Fund

Through the fourth month of the fiscal year, the Utility Fund has collected 31% of its budgeted revenue and spent 25% of its budgeted expenses, which is in the same range as in FY22. Surplus is a little lower this year, led by our interfund transfers which were processed this month. As the summary above shows, the majority of surplus is coming from our relationship with the Trinity River Authority, (TRA), with the City's direct revenues being outpaced by its direct expenses. This is due to our annual interfund administrative services payment to the General Fund being processed in January. As the year progresses, revenue should catch up and pull this deficit into a surplus. It is worth noting, our relationship with the TRA has resulted in a substantial

surplus. As TRA reached the end of its fiscal year, it underbilled the City in October and November for water used. Their fiscal year reset in December, however, and invoices from TRA should more correctly match amounts used by the City for the rest of the year. Additionally, we can expect our annual "true-up" from the T.R.A. (typically a refund) to come to us in May.

The Trinity River Authority is the water/wastewater provider used by Colleyville and several other local cities. Each year, TRA apportions its operating budget among its customer cities based on projected water usage. After the year concludes, TRA "true up" its actual expenditures with its actual revenues. In the event there is a shortfall, TRA will charge its customer cities an additional amount. If there is a surplus, TRA issues prorated refunds to each customer city.

Drainage Fund

To date, the Drainage Utility Fund has received 33% of its revenue and spent 29% of its expenditures. This fund's cash flow is slightly lower than the previous year, with a surplus of about \$137,000 as opposed to \$151,000 last year. The trajectory for the remainder of the year is anticipated to similarly mirror the past two years. Historically, drainage fee revenues tended to average 1.2% higher than the previous fiscal year. However, as the City reaches buildout, these revenues tend to be more stable from year to year. As with our other operating funds, any year-end surplus will be moved for use in the City's Capital Improvement Plan.

Hotel Fund

COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first quarter receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we will need to closely monitor this fund through the remainder of the year. Fund balance as of the end of this quarter is sitting at \$115,000, so the fund does have a substantial amount of cushion. Costs funded include personnel related directly to advertising the City as well as Colleyville Center costs and some special events.

Debt Service Fund

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the 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 January's figures, the fund is running a surplus of about \$358,000. This surplus will decrease significantly in February, as our annual principal payment will be due. It should be noted that our updated property tax forms necessitate a planned spend down of fund balance by \$160,000 this year. The City's current outstanding

bonds are on schedule to be paid off in 2027, and the new 2023 \$10 million issue is structured to be callable in 2030.

Attachments

1. January 2023 - Monthly Financial Report Presentation
2. January 2023

Monthly Financial Report January 2023

City Council Meeting
February 21, 2023

General Fund

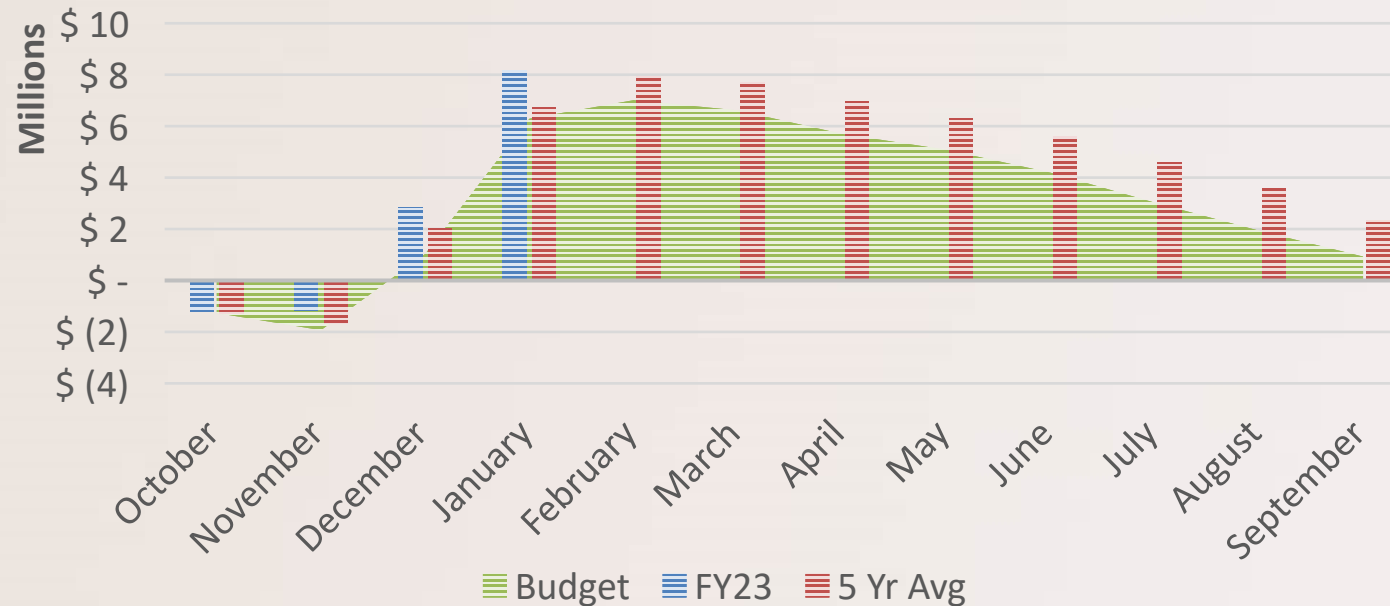


General Fund

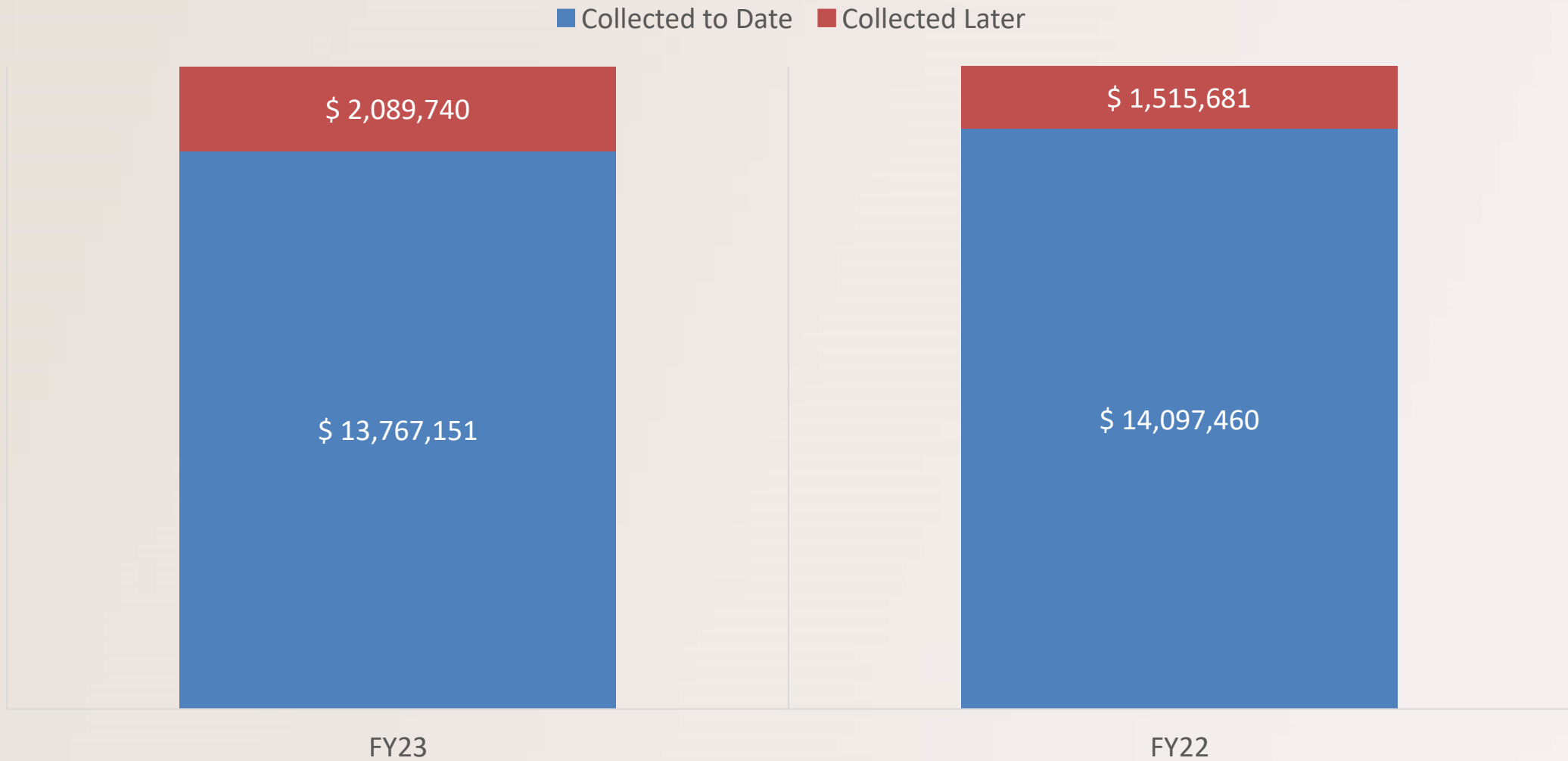
	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD		FY22 % of Budget
Revenues	\$	26,227,785	\$	16,438,407	63%	\$	16,408,108	64%
Expenditures	\$	25,297,424	\$	8,272,988	33%	\$	9,483,321	38%
	\$	930,361	\$	8,165,419		\$	6,924,786	

*33% of the year is completed

GENERAL FUND CASH FLOW



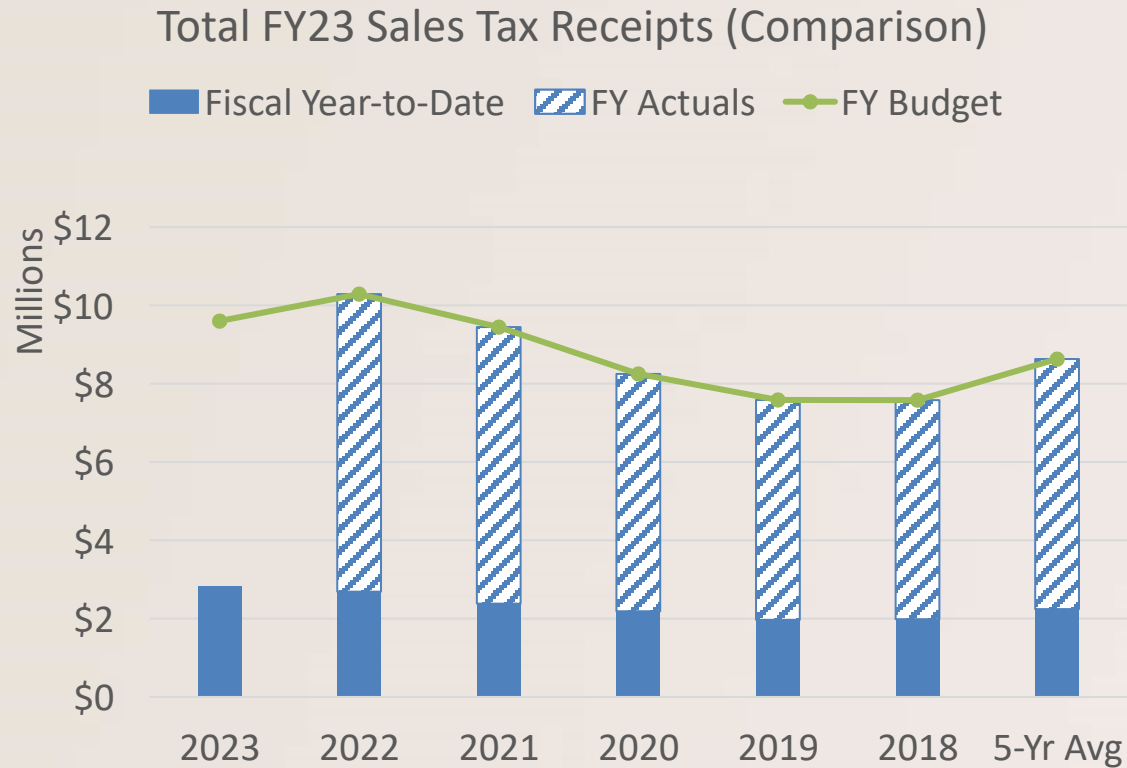
Property Tax Highlight



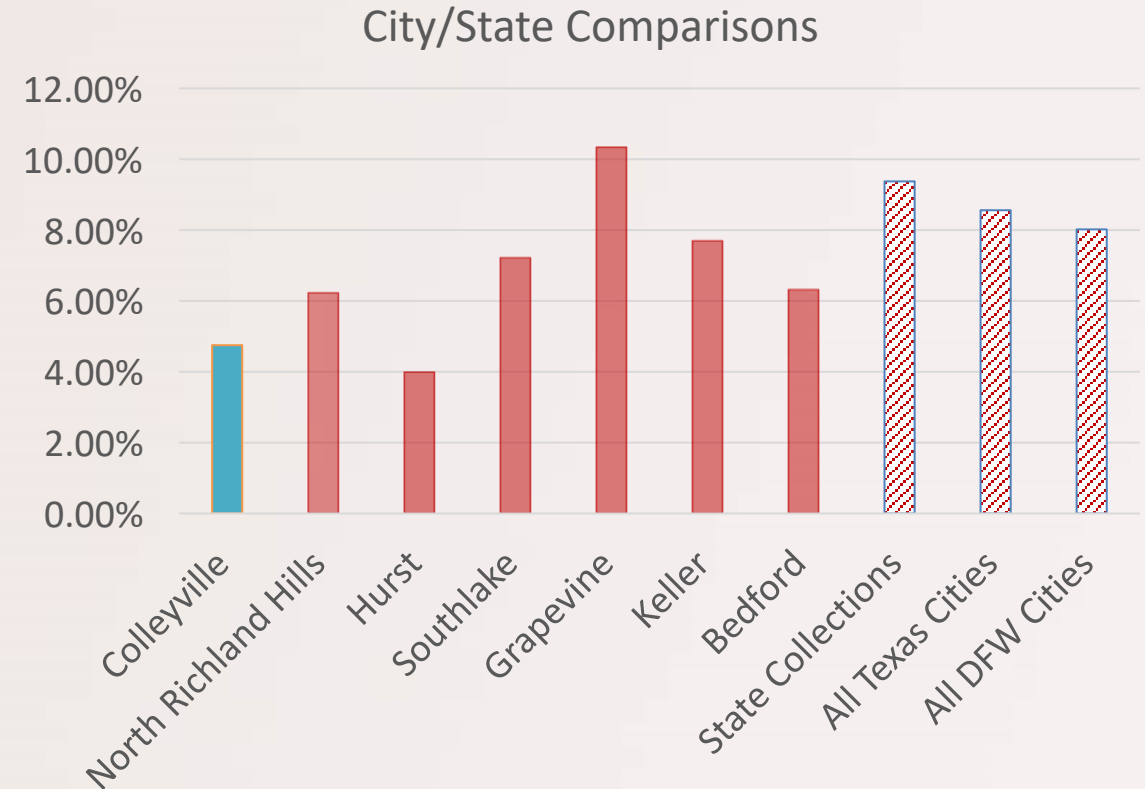
Sales Tax Highlight



FY23 YTD Receipts compared to Previous Years



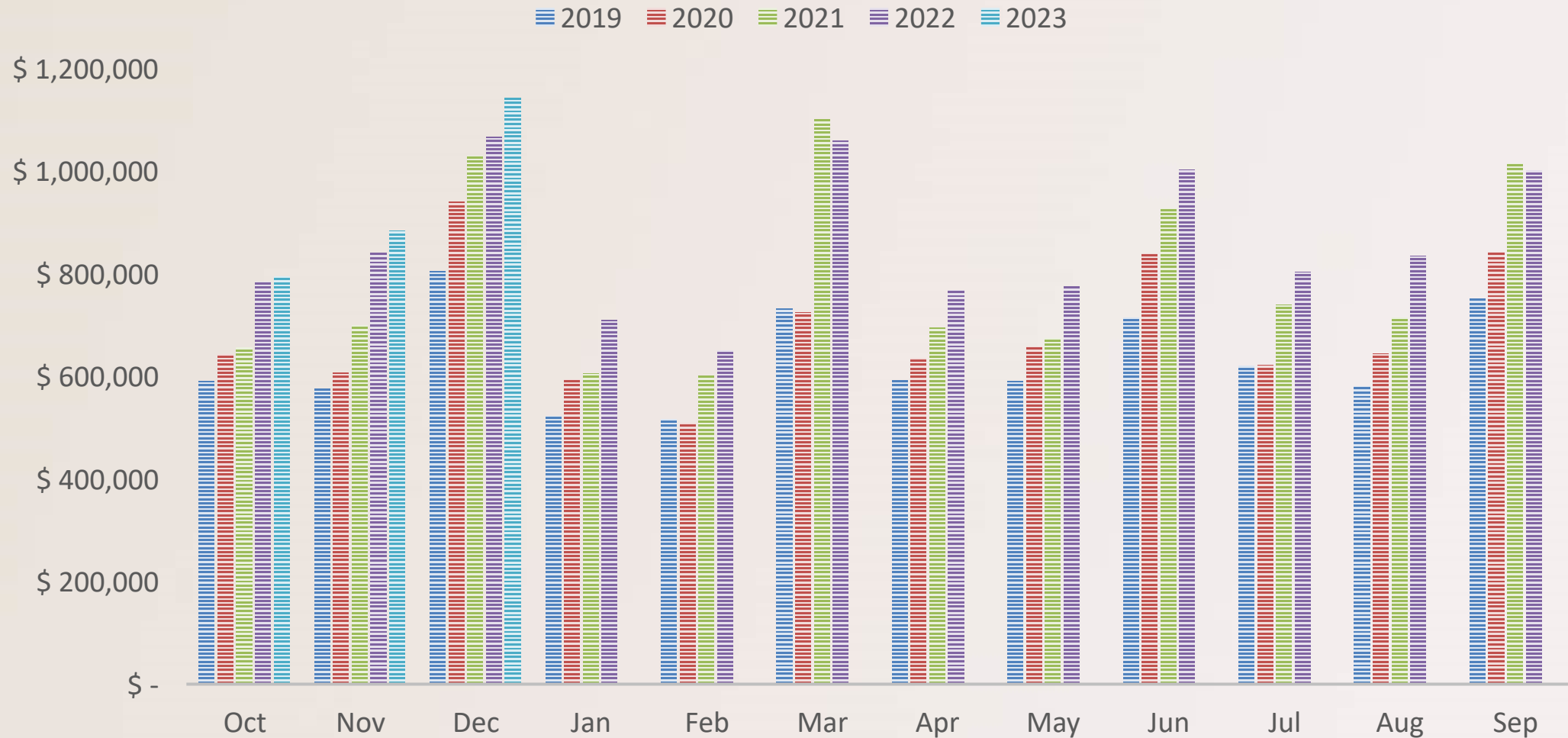
City/State Comparisons



Sales Tax Highlight



MONTH OVER MONTH COLLECTIONS



Utility Fund



Utility Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 19,832,854	\$ 6,055,961	31%	\$ 5,748,260	33%
Expenditures	\$ 19,832,854	\$ 5,018,050	25%	\$ 4,406,447	25%
	\$ -	\$ 1,037,911		\$ 1,341,813	

*33% of the year is completed

TRA Revs/Exps			
	FY23 Budget		FY23 YTD
Revenues	\$ 15,878,131	\$	4,693,975
Expenditures	\$ 15,428,131	\$	3,439,450
	\$ 450,000	\$	1,254,525

City Revs/Exps			
	FY23 Budget		FY23 YTD
Revenues	\$ 3,954,723	\$	1,361,986
Expenditures	\$ 3,954,723	\$	1,578,600
	\$ -	\$	(216,614)

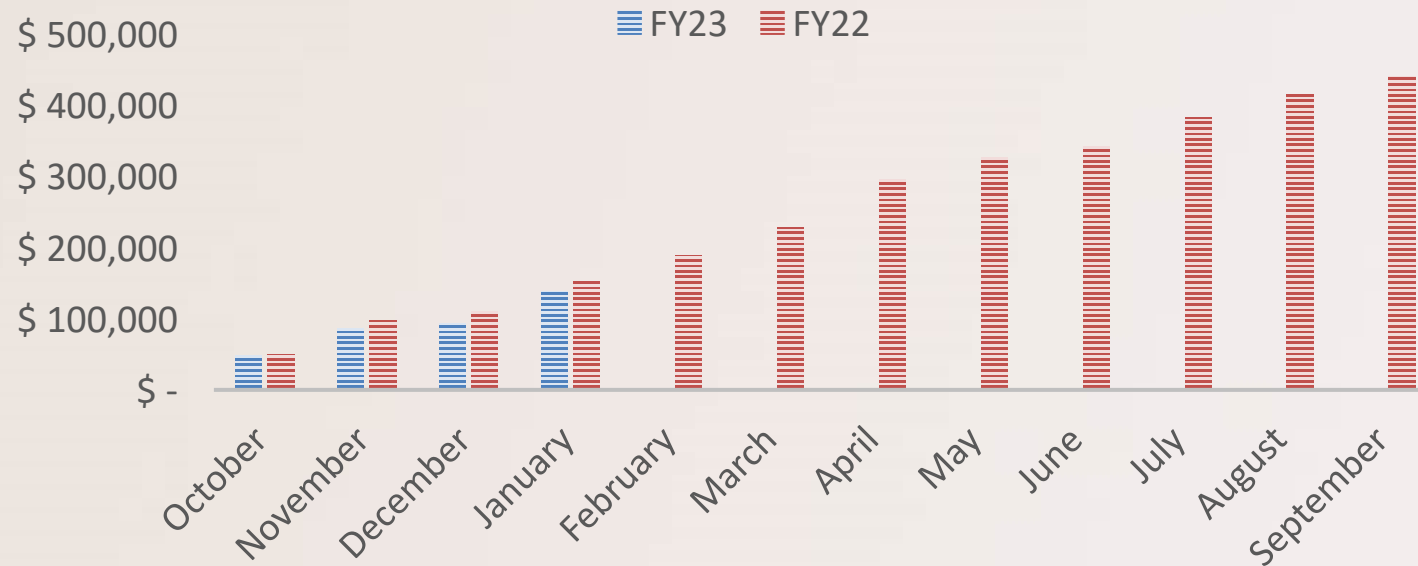
Drainage Fund



Drainage Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 1,045,000	\$ 347,991	33%	\$ 339,835	33%
Expenditures	\$ 721,619	\$ 210,464	29%	\$ 188,490	27%
	\$ 323,381	\$ 137,527		\$ 151,345	

*33% of the year is completed

FY23 VS. FY22 CASH FLOW



Hotel Fund

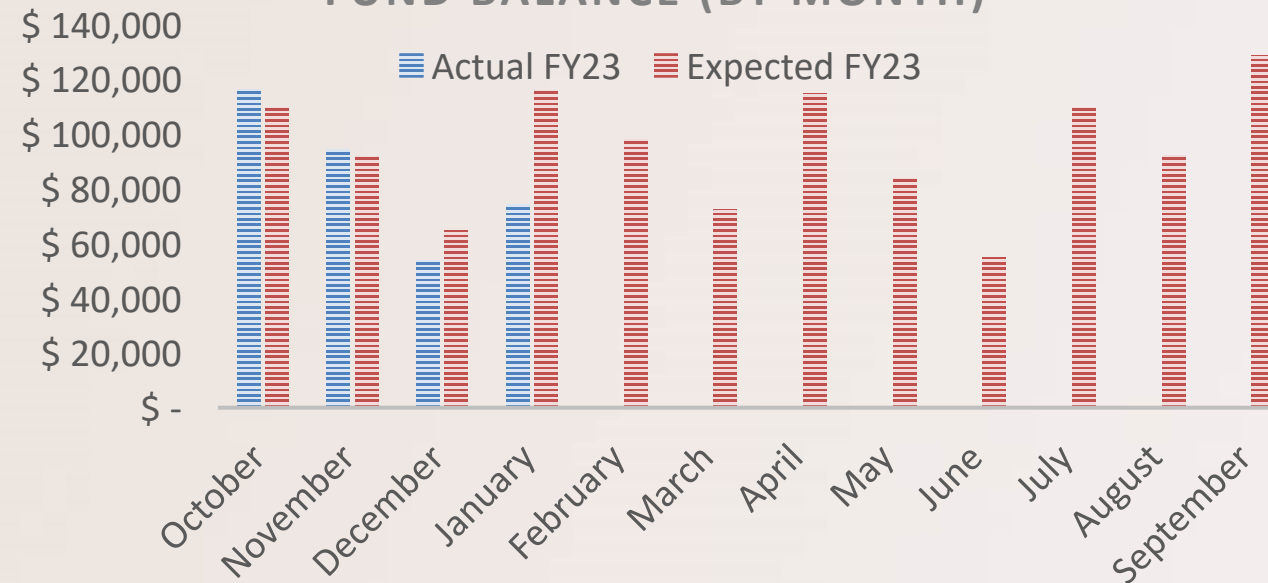


Hotel Fund

	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD
Revenues	\$	275,000	\$	44,833	16%	\$ 38,933
Expenditures	\$	273,569	\$	97,599	36%	\$ 87,114
	\$	1,431	\$	(52,766)		\$ (48,181)

*33% of the year
is completed

EXPECTED FUND BALANCE VS. ACTUAL FUND BALANCE (BY MONTH)

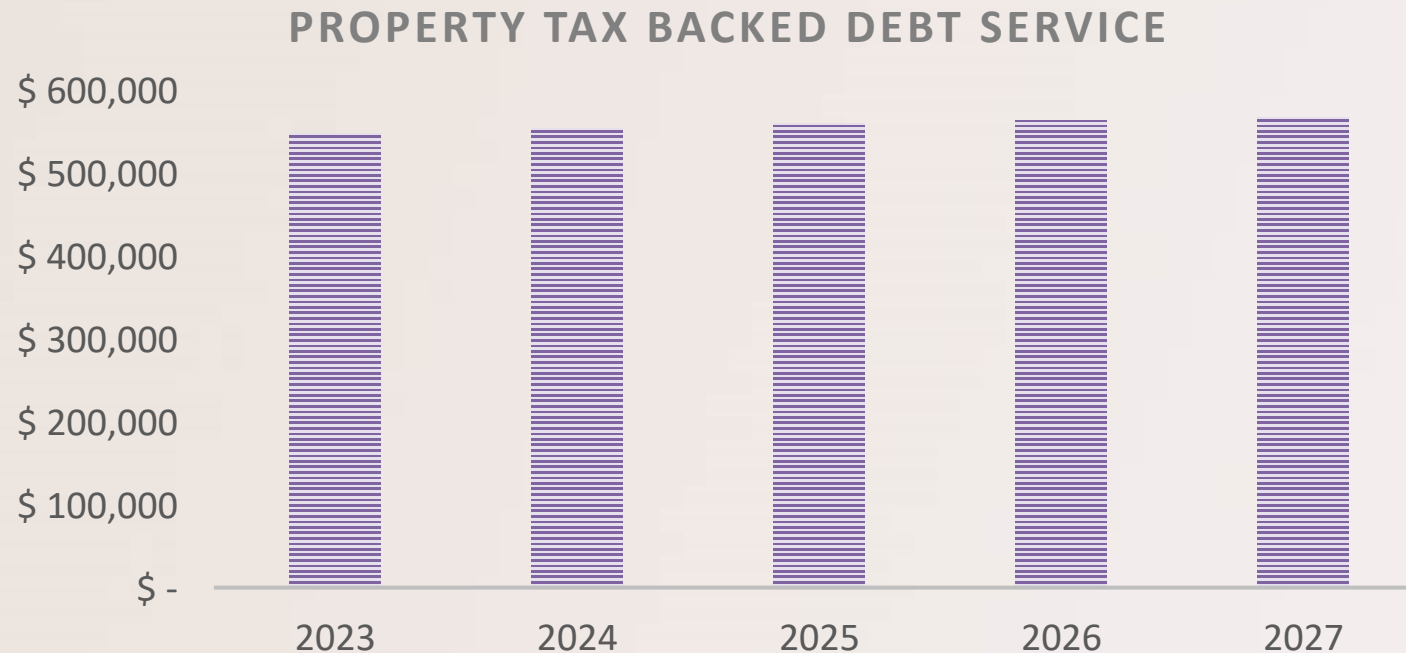


Debt Service Fund



Debt Service Fund						
	FY23 Budget		FY23 YTD		% of Budget	
Revenues	\$	608,660	\$	527,103	87%	
Expenditures	\$	769,010	\$	168,485	22%	
	\$	(160,350)	\$	358,618		

*33% of the year is completed



Monthly Financial Report - January 2023

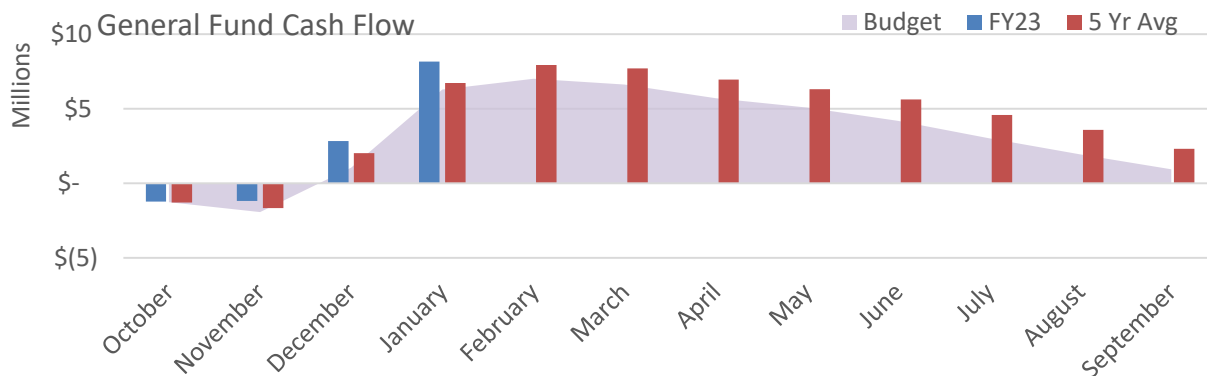
General Fund

% of year Completed 33%

% of Budget Spent 33%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 26,227,785	\$ 16,438,407	63%	\$ 16,408,108	64%
Expenditures	\$ 25,297,424	\$ 8,272,988	33%	\$ 9,483,321	38%
	\$ 930,361	\$ 8,165,419		\$ 6,924,786	

Through January, the fund has collected 63% of its budgeted revenues and spent 33% of budgeted expenditures, yielding a year-to-date surplus of \$8.16M. This a significant increase over last year's surplus, due to the City's elimination of the \$1.5M transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. Property tax receipts are coming in slightly slower than the previous year, although we are still on track to receive our full budgeted levy. The majority of our revenue tends to hit the City's account early in the year and spending is much more evenly spaced out; surpluses are expected for the remainder of FY23.



General Fund Highlights

Revenue (FY23/FY22)

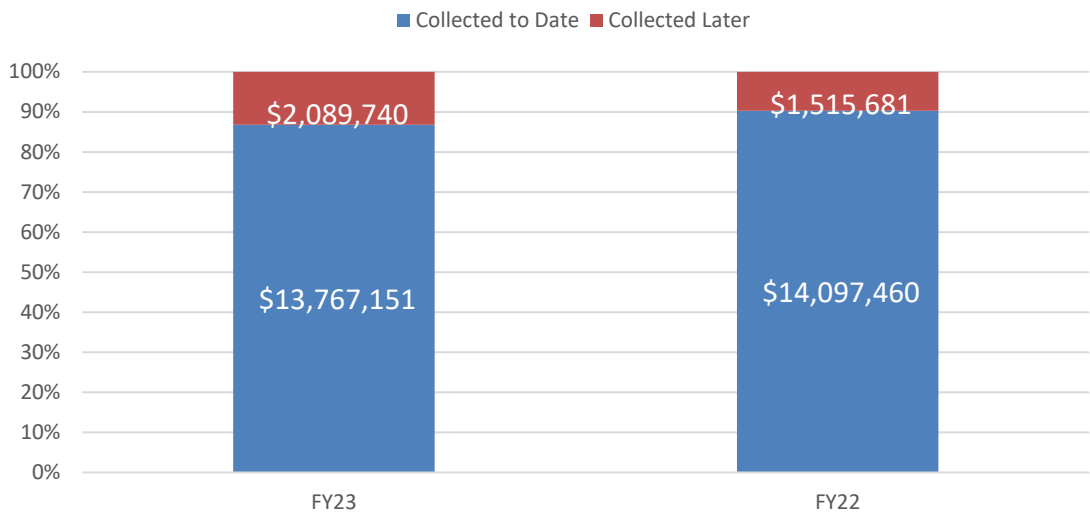
Property Tax	- \$330k	Sales Tax	+ \$27k	Franchise Tax	+ \$25k
Licenses	- \$50k	Other Revenue	+ \$359k	Total Rev	+ \$30k

Expenditures (FY23/22)

Personnel	+ \$146k	Contractual	+ \$198k	Supplies	- \$49k
Capital	- \$5k	Transfers	- \$1,500k	Total Exp	- \$1,210k

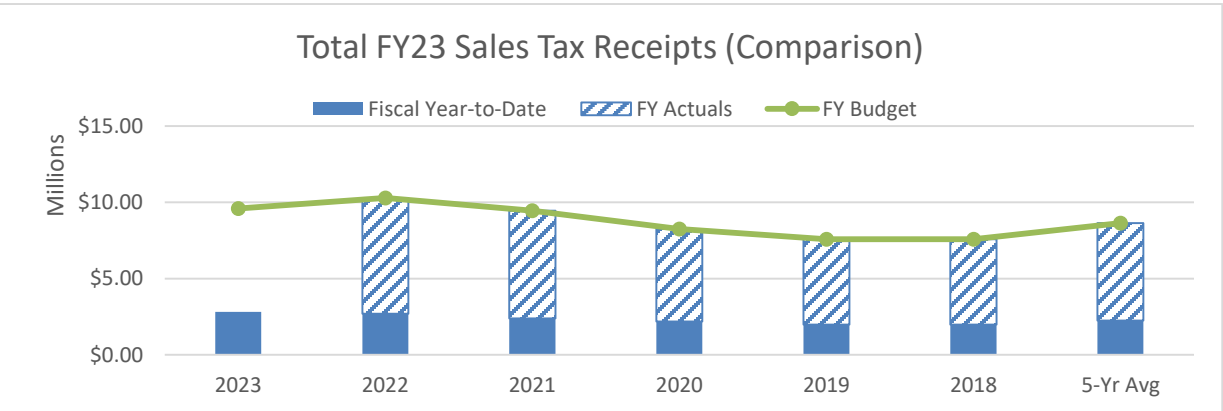
Monthly Financial Report - January 2023

Revenue Highlight: Property Tax



Colleyville anticipates receiving \$15.85M in General Fund property tax this year, which represents about a 1.5% increase from FY22. As with the previous four years, this increase comes from taxes off of new property, as opposed to increased taxes on existing property. Per Council direction, Colleyville's FY23 budget has been balanced using the no-new-revenue tax rate, which is designed to keep residents' tax bills to Colleyville largely the same from year-to-year.

Revenue Highlight: Sales Tax



MTD Increase
↑ 7.1%

YTD Increase
↑ 4.8%

The City's Third sales tax collection for FY23 (representing sales made in December) came in this month and it showed a solid increase of 7.1% over last December. The total year-to-date increase of 4.8% over FY22 represents an additional \$128,000 to the City so far this year. With Colleyville's sales tax having grown a total of 25%, or from \$8.5M in 2020 to a record-high \$10.29M in the last year, any flat or increasing sales tax is fantastic for the City and indicative that our recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Monthly Financial Report - January 2023

% of year Completed 33%

Water/Sewer Utility Fund

% of Budget Spent 25%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 19,832,854	\$ 6,055,961	31%	\$ 5,748,260	33%
Expenditures	\$ 19,832,854	\$ 5,018,050	25%	\$ 4,406,447	25%
	\$ -	\$ 1,037,911		\$ 1,341,813	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary				City Revenue/Expense Summary			
	FY23 Budget	FY23 YTD			FY23 Budget	FY23 YTD	
Revs	\$ 15,878,131	\$ 4,693,975		Revs	\$ 3,954,723	\$ 1,361,986	
Exps	\$ 15,428,131	\$ 3,439,450		Exps	\$ 3,954,723	\$ 1,578,600	
Net	\$ 450,000	\$ 1,254,525		Net	\$ -	\$ (216,614)	

The Utility Fund has collected 31% of its budgeted revenue and spent 25% of its budgeted expenses, which is in the same range as in FY22. As the summary above shows, the majority of surplus is coming from our relationship with the Trinity River Authority, with the City's direct revenues being outpaced by its direct expenses. This is due to our annual interfund administrative services payment to the General Fund being processed in January. As the year progresses, our revenue should catch up and pull this deficit into a surplus. It is worth noting, our relationship with the T.R.A. has resulted in a substantial surplus. As the Authority reached the end of its fiscal year, it underbilled the City in October and November for water used. Their fiscal year reset in December, however, and invoices from the T.R.A. should more correctly match amounts used by the City for the rest of the year. Additionally, we can expect our annual "true-up" from the T.R.A.(typically a refund) to come to us in May. More on that below.

Annual Trinity River Authority True-Up

The Trinity River Authority is the water/wastewater provider used by Colleyville and several other local cities. Each year, the Authority apportions its operating budget among its customer cities based on projected water usage. After the year concludes, the Authority "true up" its actual expenditures with its actual revenues. In the event there is a shortfall, the Authority will charge its customer cities an additional amount. If there is a surplus, the Authority issues prorated refunds to each customer city.

Expenditures (FY23/22)

Personnel		Contractual		Supplies	
	+ \$56k		+ \$270k		-\$4k
					
Capital	-\$36k	Transfers	+ \$326k	Total Exp	+ \$612k
					

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

Monthly Financial Report - January 2023

% of year Completed 33%

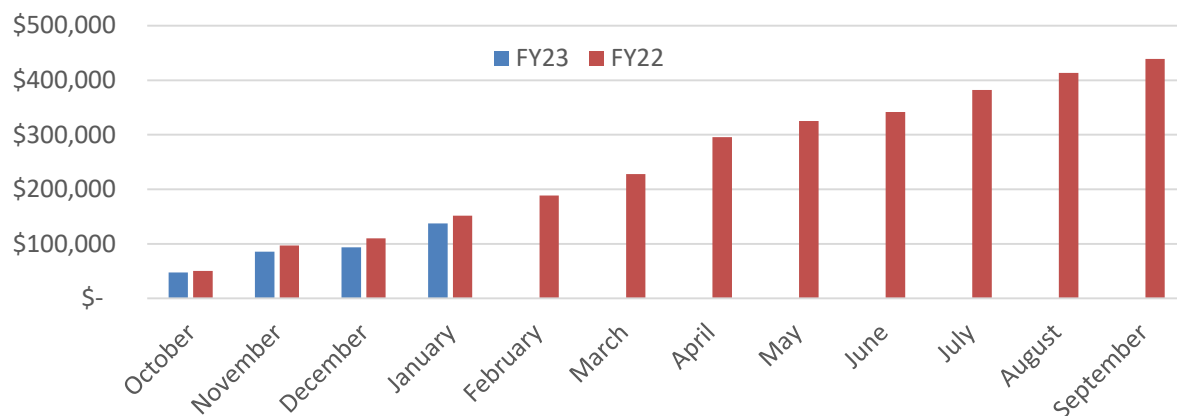
Drainage Utility Fund

% of Budget Spent 29%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$1,045,000	\$ 347,991	33%	\$ 339,835	33%
Expenditures	\$ 721,619	\$ 210,464	29%	\$ 188,490	27%
	\$ 323,381	\$ 137,527		\$ 151,345	

To date, the Drainage Utility Fund has received 33% of its revenue and spent 29% of its expenditures. This fund's cash flow is slightly lower than the previous year, with a surplus of about \$137,000 as opposed to \$151,000 last year. The trajectory for the remainder of the year is anticipated to similarly mirror the past two years. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. As with our other operating funds, any year-end surplus will be moved for use on the City's Capital Improvement Plan.

FY23 vs. FY22 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY23/FY22 ➡ -0.1%

FY23/5-Yr Avg ↑ 1.0%

Expenditures (FY23/22)

Personnel	+ \$25k
Supplies	+ \$2k
Debt Service	\$0k

Contractual	-\$5k
Capital/Xfers	\$0k
Total Exp.	+ \$22k

Note: this fund's debt service is has been retired as of fiscal year 2021.

Monthly Financial Report - January 2023

% of year Completed 33%

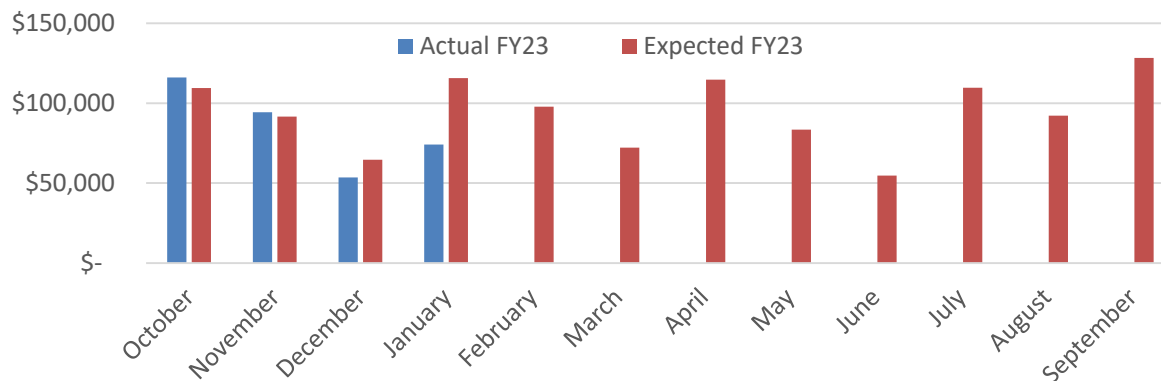
Hotel Tax Fund

% of Budget Spent 36%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 275,000	\$ 44,833	16%	\$ 38,933	15%
Expenditures*	\$ 273,569	\$ 97,599	36%	\$ 87,114	35%
	\$ 1,431	\$ (52,766)		\$ (48,181)	

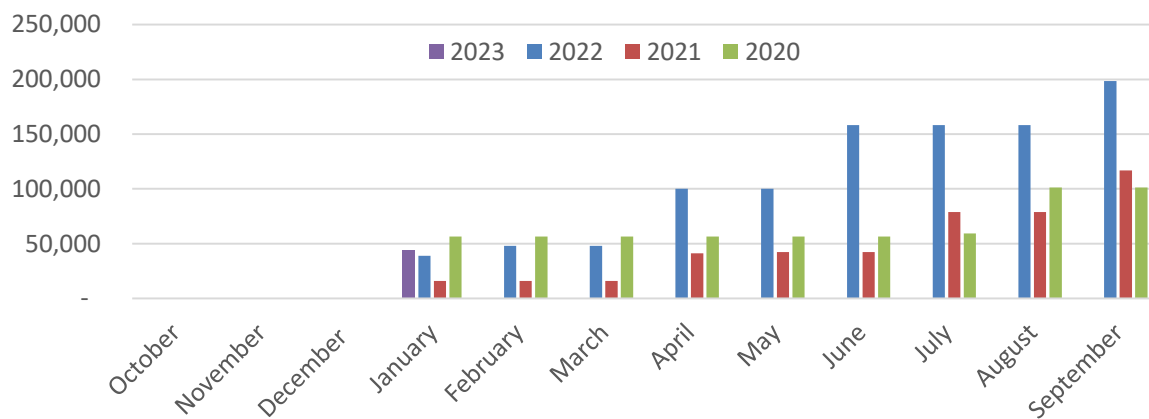
COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first quarter receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we will need to closely monitor this fund through the remainder of the year. Fund balance as of the end of this quarter is sitting at \$115,000, so the fund does have a substantial amount of cushion. Costs funded out of here include personnel related directly to advertising the City as well as Colleyville Center costs and some special events.

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



Hotel Tax Performance

FY23 Revenue vs. History

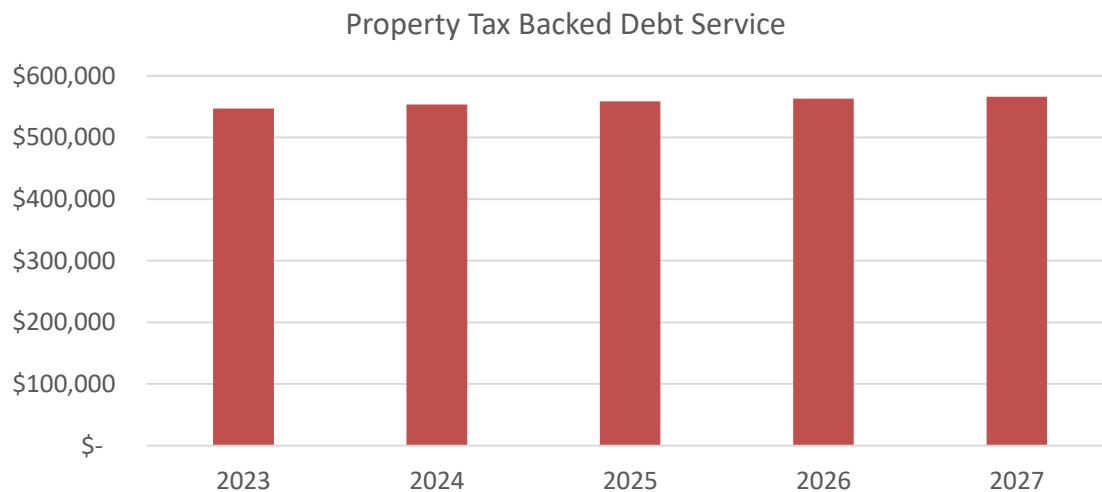


Monthly Financial Report - January 2023

Debt Service Fund % of year Completed 33%
 % of Budget Spent 22%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 608,660	\$ 527,103	87%	\$ 557,280	89%
Expenditures*	\$ 769,010	\$ 168,485	22%	\$ 168,485	20%
	\$ (160,350)	\$ 358,618		\$ 388,795	

Being predominately funded through property taxes, the Debt Service Fund has received the majority of its revenue for the 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 January's figures, the fund is running a surplus of about \$358,000. This surplus will decrease significantly in February, as our annual principal payment will be due. It should be noted that our updated property tax forms necessitate a planned spend down of fund balance by \$160,000 this year. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10M issue is structured to be callable in 2030.



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 2/21/2023

Number Ordinance O-23-2233

Type Ordinance

Department Community Development

Title

Request to appeal the decision of the Planning and Zoning Commission for consideration of a zoning change from AG Agricultural and RE Single Family 'Estate' Residential to PUD-R Planned Unit Development - Residential zoning district for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC22-036

Strategic Plan

Explanation

Second Reading and Public Hearing

The applicant presented the request and answered questions from the City Council at the January 5, 2023 Special City Council meeting. During the public hearing, residents expressed concerns about many issues including density, drainage, and the removal of trees.

First Reading and Public Hearing

The Planning and Zoning Commission recommended denial at their November 14, 2022 meeting by a vote of 5-0. When the Planning and Zoning Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Additionally, no change of zoning where exists a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lots or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. The opposition currently is at approximately 34%.

Curtis Young, the applicant, has submitted a request to rezone the 13.89 acres property located at 2417 Wilkes Drive and 6900 Pool Road from AG Agricultural and RE Single Family 'Estate' Residential zoning to a PUD-R Planned Unit Development-Residential district. The purpose is to rezone in order to allow for the development of a new 19 lot single-family residential subdivision.

Existing Conditions/Background: The subject property is currently an unplatted lot and a platted lot. A home currently exists which is being proposed to be removed.

Proposed Zoning Change: *Request* – The request is to rezone from the AG Agricultural and RE Single Family 'Estate' Residential to the PUD-R Planned Unit Development - Residential district. The request is to construct a new 19 lot detached single-family subdivision to be known as The Bluffs at Colleyville.

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 which 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 which will be of special benefit to the property owners or to the community.

Analysis – Per the PUD proposed, this project is requesting to create a new detached single-family subdivision of 19 lots. There is a proposed street connection along Pool Road serving as the entrance and exit to the subdivision. The lots range from 20,015 s.f. to 27,294 s.f. The average lot size is 21,354 s.f. The minimum home size will be 3,500 s.f. Along the northern border is a proposed nature trail which connects to Pool Road.

According to the Land Development Code, Chapter 3, Section 3.23: "The Maximum Residential Density permitted in the PUD-R district shall not exceed 1.8 dwelling units per net acre. For the purpose of this calculation, the density calculation shall include all residential areas of the project. This calculation shall exclude all proposed non-residential acreage and street rights-of-way from the net acreage."

The open space required for a PUD-R is 20% and this subdivision proposes 20.66%. "Residential areas: For all residential uses, common open space land, comprising not less than twenty (20%) of the gross residential project area, shall be provided for the primary use of occupants of the residential units."

Plat Status: The subject property is unplatted as Tracts 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and a platted lot being Lot 1, Block 1, Cerro Addition.

DRC Review: This request was reviewed during the September 19, 2022 DRC meeting and determined the application may be scheduled for the next available Planning and Zoning Commission meeting. The DRC provided the following comments:

1. For Lots 18 and 19 label the south setback as 25 feet. Staff considers these as 'rear'.
2. Staff strongly encourages a 25' setback along the South line for Lot 11 as well. Staff strongly encourages adding a 25-foot landscape setback along the lots backing

existing homes.

3. Please submit a new Statement of Planning Objectives.

The applicant updated their exhibits as requested by staff and were received on October 3, 2022.

Engineering Comments

1. Land Development Code Chapter 14, Section 14-170 Drainage and Storm Sewer Improvements, Sub-Section B-1 states the following: "No matter which method is used to calculate runoff, a developer or builder of residential property greater than one (1) acre in size, or any property that was platted as a part of an overall tract which was greater than one (1) acre in size (including churches and schools), shall develop the property so that the rate of runoff created by the development as it leaves the property does not exceed the rate of runoff that is currently occurring in the existing conditions. A developer or builder of commercial property greater than one-half (1/2) acre must follow the above guidelines." We concur with the Fire Marshal's comments in regards to the 50' ROW and the fire emergency exit gates that will have to be accepted with public improvements.

Fire Marshal Comments: If the City Council elects to approve the plan as submitted as a private subdivision, any gate is considered a Public Improvement and is required to be installed and accepted with the Public Improvements. The gate would be required to meet the requirements of the Land Development Code in Chapter 14. The subdivision is required to meet the requirements of Chapter 10 of the Land Development Code. Any gate will be required to be addressed and an HOA Lot.

Drainage: A drainage study is needed, including a downstream assessment.

Surrounding Development: Property to the north and east is located in the City of Grapevine. Property to the south has R-20 Single Family Residential zoning and has developed with single-family homes. The property to the west has Planned Unit Development – Residential zoning located in the Ross Downs subdivision and has developed with single-family homes.

Comprehensive Plan: The City's Comprehensive Plan, Destination Colleyville, designates the subject property and the property near this location along Wilkes Drive as planned for residential use. The proposed rezoning request does comply with the residential land use designation stated in the comprehensive plan. One of the goals for this area, as outlined in Destination Colleyville, is to protect the character and integrity of existing neighborhoods by promoting future development that is compatible with the surrounding development patterns and development character.

Fees: Impact Fees are required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit, if applicable.

Tree Preservation: The development must comply with Chapter 5 (Urban Forestry)

of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations and Independent School Districts within 1,000 feet of the subject property. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended denial of the request at their November 14, 2022 meeting by a vote of 5-0.

When the Planning and Zoning Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Appeal Request for The Bluffs at Colleyville
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Statement of Planning Objectives
6. Development Plan
7. Drainage Plan
8. Detention Assessment Report
9. Urban Forestry Plan
10. Urban Forestry Report
11. Chapter 5 Urban Forestry
12. Notification Map
13. Notification Letter
14. Notification List
15. Listing of Letters of Opposition
16. Ordinance O-23-2233

Ben Bryner

Subject: RE: Zoning Case ZC22-036- The Bluffs at Colleyville

From: Curtis Young < >

Sent: Friday, November 18, 2022 3:54 PM

To: Ben Bryner <BBryner@colleyville.com>

Cc: Jackie Reyff <JReyff@colleyville.com>; Dakari Hill <DHill@colleyville.com>; Mark Goodwin (); travis; jody; Clayton Redinger < >

Subject: Zoning Case ZC22-036- The Bluffs at Colleyville

Ben,
Please be advised that pursuant to the vote of the Planning and Zoning Commission, I would like to officially request an appeal of the case to the City Council.

We look forward to working with the city to achieve a plan which meets the city's Comprehensive Plan, and can gain approval.

Thanks.

Regards-

Curtis W. Young, AIA

Sage Group, Inc.

1130 N. Carroll Avenue, Suite 200

Southlake, Texas 76092

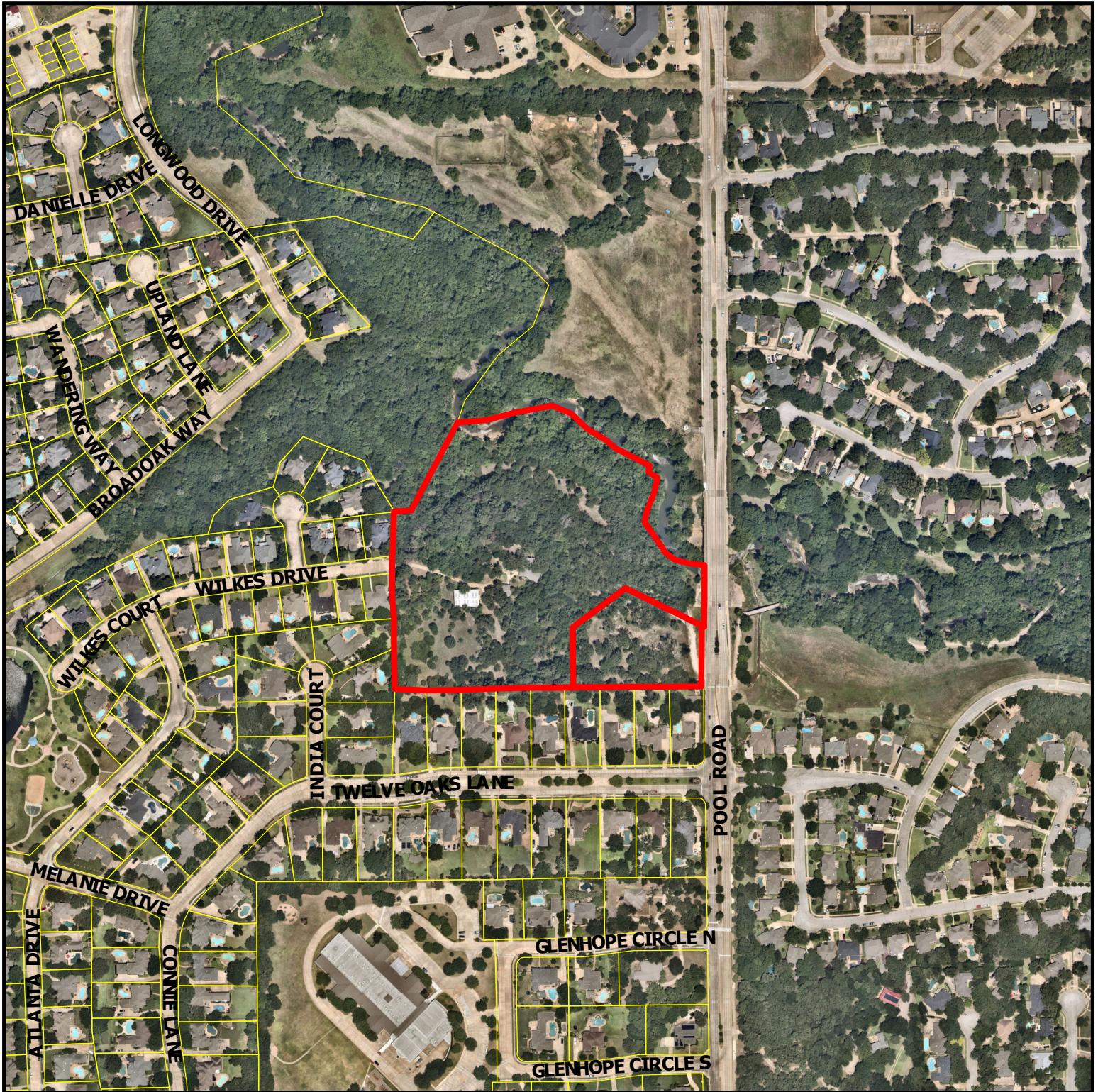
Tel: [817-424-2626](tel:817-424-2626) (Metro)

Fax: [817-424-2890](tel:817-424-2890)

Cell: [817-909-0909](tel:817-909-0909)

Email: cyoung@sage-dfw.com

Aerial Map

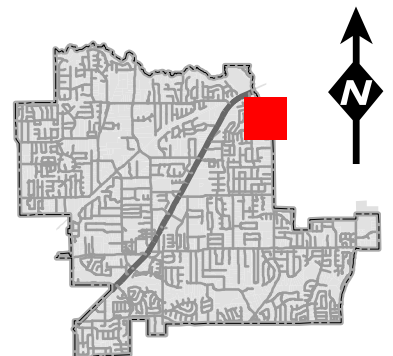


ZC22-036
2417 Wilkes Drive

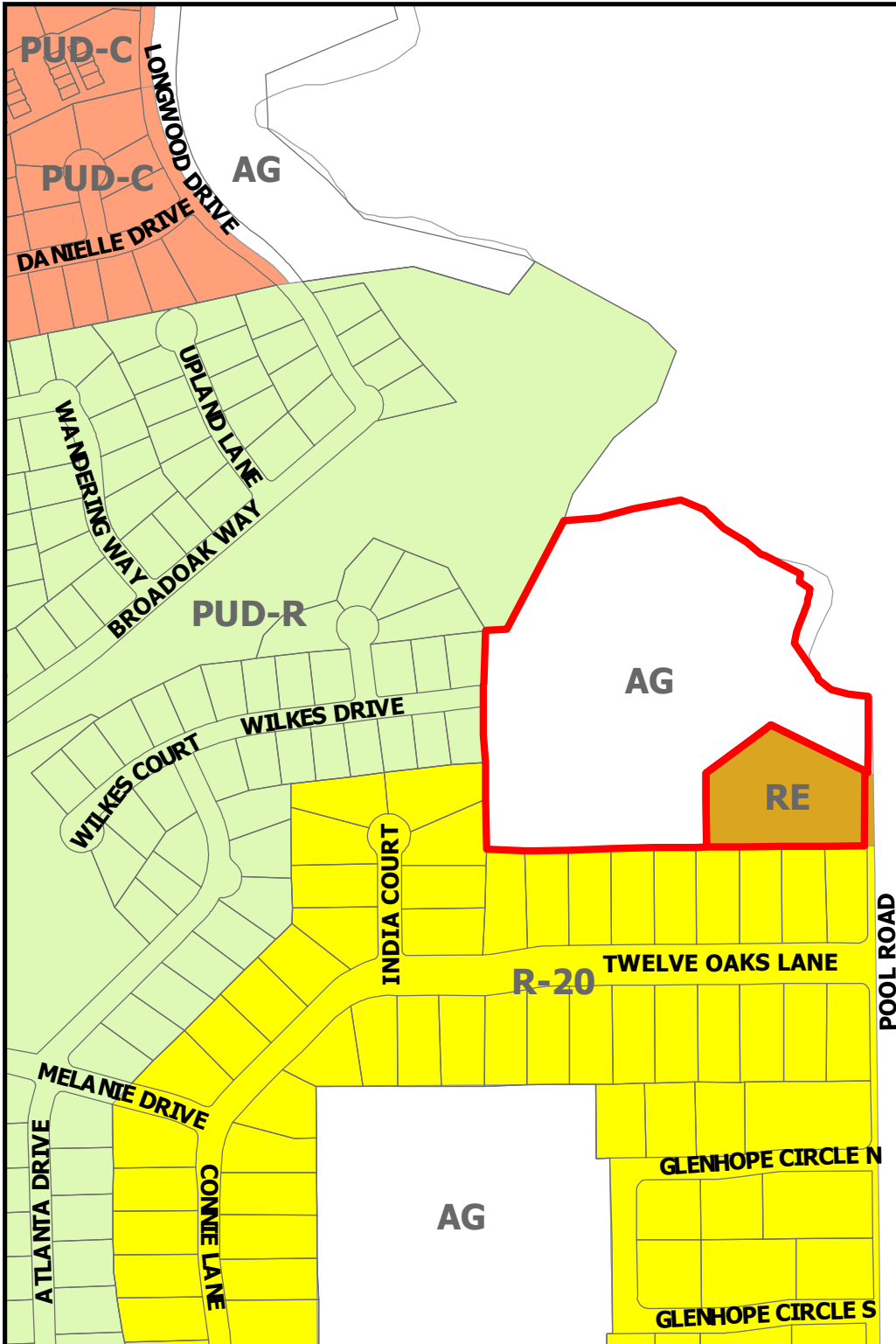
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Subject Property



Zoning Map



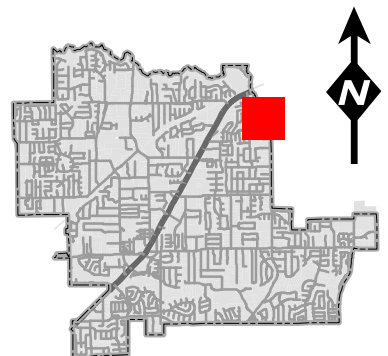
ZC22-036
2417 Wilkes Drive

DISCLAIMER:

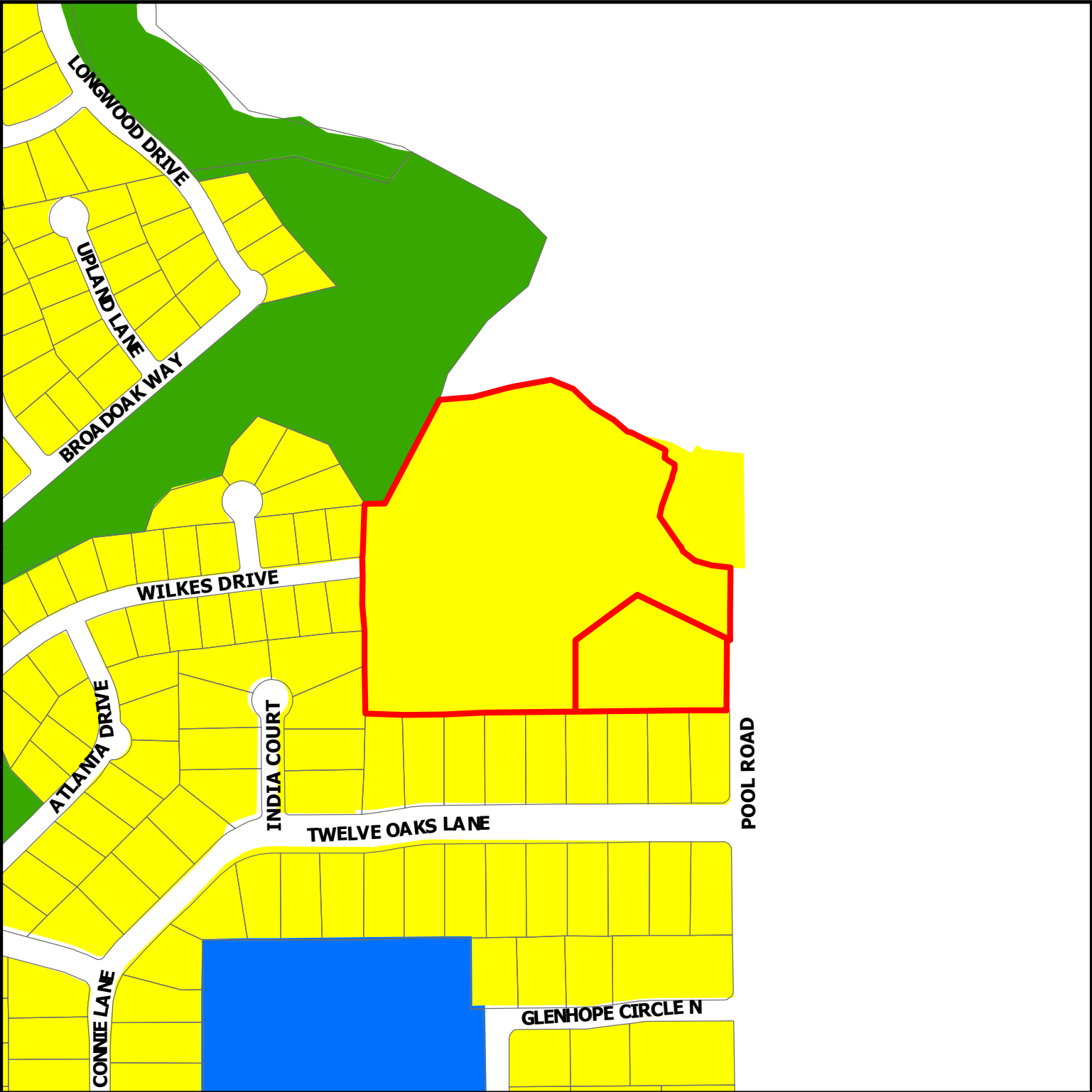
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Subject Property



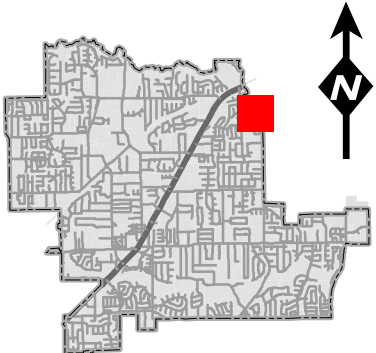
Future Land Use Map



DISCLAIMER:
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ZC22-036
2417 Wilkes Drive

-  Subject Property
-  Residential
-  Institutional
-  Open Space; Parks



The Bluffs at Colleyville

Colleyville, Texas

Zoning Narrative –30 SEPT 2022

WillowTree Development, LLC, Developer

Sage Group, Inc., Land Planner

Statement of Planning Objectives

The Bluffs at Colleyville is a proposed residential neighborhood to be developed by WillowTree Development, LLC, under the PUD-R Residential District regulations for residential development in the City of Colleyville. The approximately 14 acre property is located on the west side of Pool Road, just south of Big Bear Creek, which is also the Colleyville/Grapevine city limits.

Adjacencies: The property is adjacent to, and could almost be considered an extension of, the Ross Downs Estates neighborhood- as it is accessed through that neighborhood via Wilkes Drive. The Ross Downs Estates lots to the south (off of Twelve Oaks Lane) are ½ acre lots, but the section of Ross Downs Estates through which this property is currently accessed (from the west), is comprised of 10,000+ sf lots. To the north and east is Big Bear Creek, and the City of Grapevine.

The property is currently designated AG (Agriculture), so this would be the initial “development” zoning requested. The intent here is to rezone the entire property to PUD-R, unifying the property into one cohesive, master planned residential development of the highest quality. There is currently an occupied single-family home on the property, which will be removed as it is developed.

The proposed plan responds to, and in many ways reflects the neighborhoods and properties we are adjacent to. Where we are adjacent to the larger, ½ acre Ross Downs lots to the south, we are proposing half-acre lots; all lots will meet the minimum of 20,000 sf. We have designed the project to be compatible and in harmony with our adjacent neighbors, comply with the requirements of the PUD-R Ordinance, and to be consistent with the city’s Comprehensive Plan. Overall density is 1.37 lots per acre.

Quality and compatibility with the adjacent residential, in this portion of Colleyville is essential, and we have designed this proposal with those goals in mind.

Access: The property currently only has one point of street access, determined when Ross Downs was approved and developed. Wilkes Drive currently dead-ends into the property on the west side. After discussions with the neighbors along Wilkes Dr. and elsewhere in Ross Downs- and hearing their concerns of having additional traffic along those streets, an additional property was acquired which will allow access directly from Pool Road. Because of this, we can implement an “emergency only” access at Wilkes Drive, thereby putting no additional traffic on Wilkes Drive and other Ross Downs streets.

The residences planned for The Bluffs at Colleyville will be upscale, with selling prices estimated to start at around \$2 million. Each home will be required to go through a design review process, prior to construction, to assure a high level of quality and design.

The Bluffs at Colleyville will be developed with the normal Colleyville public street section of 31' (back of curb to back of curb), in a 50' R.O.W., throughout the project.

There will be a requirement of at least two street trees for every residential lot to be installed by the home builders, adjacent to the street rights of way.

The existing and fully developed storm drainage has been carefully analyzed, and will be designed to meet all city regulations and not adversely affect any neighboring properties. The property generally drains to the north, directly into Big Bear Creek. Therefore, no detention ponds will be necessary.

To encourage pedestrian activity in the neighborhood, sidewalks will be built along the front of each lot. We also propose to provide a (not fully accessible) "nature trail," down into the flood plain area, which will also connect to the city sidewalk along Pool Road, allowing pedestrian connections to other neighborhoods, schools and other facilities along Pool Road.

The scale and orientation of the development has been designed to have an inviting visual flow with the existing neighborhoods and surrounding uses. The design criteria of the homes will create high quality designed homes in keeping with both the immediate neighborhood and Colleyville as a whole.

Development Schedule

The Bluffs at Colleyville will be developed in one phase, with development commencing upon the successful completion of the zoning and platting and the subsequent approval of the final plat and engineering plans. Construction of homes is anticipated to start immediately upon completion of the subdivision's infrastructure.

Economic Development Information

The Bluffs at Colleyville will have a total of nineteen (19) homes, each with an estimated average value upon completion of \$2,000,000, resulting in an overall tax base of over \$42,000,000. At the current tax rate of 2.2221%, the total taxes generated from the development are projected to be \$845,000, with over \$117,000 generated directly for the City at buildout.

Development Standards

Permitted Land Use:	Single Family Residential Detached
Minimum House Size:	3,500 square feet.
Minimum Lot Area:	20,000 s.f. (Average about 21,354 s.f.)
Minimum Lot Width:	Eighty feet (80') measured at the building setback line, except pie-shaped cul-de-sac lots, in which case the minimum shall be seventy-five feet (75'), as shown on the Development Plan.
Front Yard Setbacks:	Thirty feet (30') back of the property line
Rear Yard Setbacks:	Twenty-Five feet (25')
Side Yard Setbacks:	Ten feet (10').
Street-facing Side Yard:	Side yard setbacks on the street side of a corner lot, fronting on another street, shall all be 25'.
Street Standards:	The streets within The Bluffs at Colleyville are proposed to be standard Colleyville public streets. All sections will be built to the standard street section of 31' b/b paving, in a 50' Street ROW.
Minimum Roof Pitch:	Minimum of a 10:12 roof pitch, unless architecturally required to vary, based on home style.
Garage Standard:	Minimum of a three car garage with wood-like, architecturally enhanced doors.
Masonry Requirement:	The dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco) or other material solely determined by the Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable. The exterior of chimney flues shall be of masonry material acceptable to the Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials color, manufacturer and location.

Additional Elevation Requirements: All plans will be reviewed by the The Bluffs at Colleyville Architectural Review Committee, to ensure structures and site features of the highest quality. Elevations will have a hierarchy of plate dominance featuring custom front doors and entrances; balanced architectural features and interests with natural tones for paint and exterior finishes. The elevations on all “four sides” shall be addressed in the design to present a finished appearance. Roofing will match the architectural style. Slate, tile composition or standing seam metal are examples. Each elevation should add interest to the entire streetscape.

Windows: No aluminum widows allowed in the subdivision, only windows of higher quality and energy efficiency will be allowed. All windows will be insulated glass with a “low-e” specification.

Fencing: Wood fencing will only be permitted between lots. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry. All lots adjacent to a Common Open Space shall be open style fencing of decorative metal, and/or Masonry.

Where lots back to existing residential lots with fences, the existing fence shall be kept, maintained or improved in coordination with each owner, as shown in the diagram on the Development Plan and associated detailed diagrams. Where open space lots border adjacent properties, either the existing fence will be maintained or improved, or a decorative masonry or metal fence will be installed, all in cooperation with the adjacent property owner, according to the detailed plans submitted with zoning.

Streetscape Standards: Minimum of two (2) three-inch (3”) caliper trees per front yard, unless quality existing trees are present and saved. Fully landscaped and sprinklered front and rear yard within sixty days of completing a house.

Open Space Maintenance: The open space lots within the subdivision shall be maintained in a consistent, uniform manner by the The Bluffs at Colleyville Homeowners Association through dues collected from the individual homeowners. Membership in the Homeowner’s Association is mandatory.

Street Design Standards:

Right of Way:	Fifty feet (50') (Undivided),
Travel Lane Width:	Thirty-one feet (31'), back of curb to back of curb.
Turning Radii:	Fifteen feet (15')

Open Space Standards: All Common Open Space along the internal streets shall be fully landscaped and irrigated with a combination of trees and shrubbery pursuant to an approved landscape plan. The Common Open Space shall be owned, operated and maintained by The Bluffs at Colleyville Homeowners Association which shall have a mandatory membership of all homeowners and shall collect dues in amounts satisfactory to maintain the Common Open Space. The Association shall have fine and lien rights as permitted by law to enforce compliance with the rules of the association.

Signage: A monument sign identifying the subdivision shall be built at the entry from Pool Road.

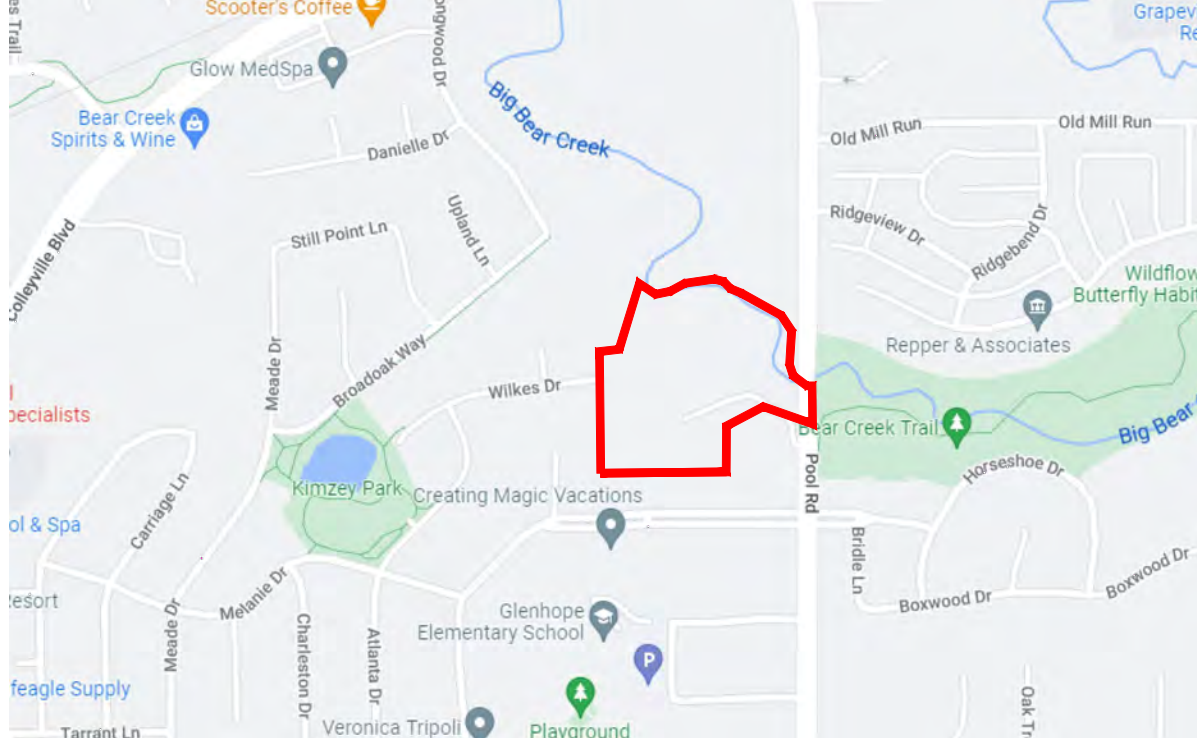
Site Data Summary Chart

Single Family Residential Lots		19
Common Areas		4
Residential Lots	66.89%	9.29 ac.
Open Space	20.66%	2.87 ac.
R.O.W.	12.45%	1.73 ac.
Res. Gross Acreage		13.89 ac.
	100.00%	
Site Data		13.89 ac.
Gross Acreage		1.37 lots/AC
Gross Density (lots / acre)		

Existing Zoning:	AG
Proposed Zoning:	PUD-R
Existing Use:	Residential / AG
Proposed Use:	S.F. Residential

Lot Summary

Residential Lots	19
Minimum Lot Area	20,015 s.f.
Average Lot Area	21,354 s.f.
Common Areas	4



LOCATION MAP

Legend

Nature Trail	---
5' Sidewalk	---
Flood Plain	---

Developer:

WillowTree Development, LLC
680 N. Carroll Avenue, Suite 100
Southlake, Texas 76092
817-617-9105
Attn: Travis Franks

Engineer:

Redinger Group, LLC
P.O. Box 93206
Southlake, Texas 76092
817-253-5727
Attn: Clayton Redinger, P.E.

Owner:

Unique Fortune, LLC
400 Carroll Avenue
Southlake, TX 76092
Tel: 817-366-8666
Contact: Mark Goodwin

Applicant:

Sage Group, Inc.
1130 N. Carroll Avenue, Suite 200
Southlake, TX 76092
817-424-2626
Contact: Curtis Young, AIA

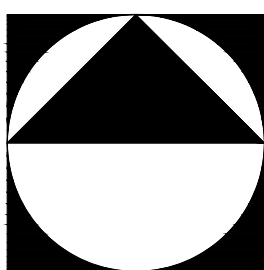
Planner:

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

Notes:

- Front Setbacks are 30' Typical, except where noted.
- Rear Setbacks are 25' Typical
- Side Setbacks are 10' Typical, 25' street side setback on corner lot

30 SEP 22



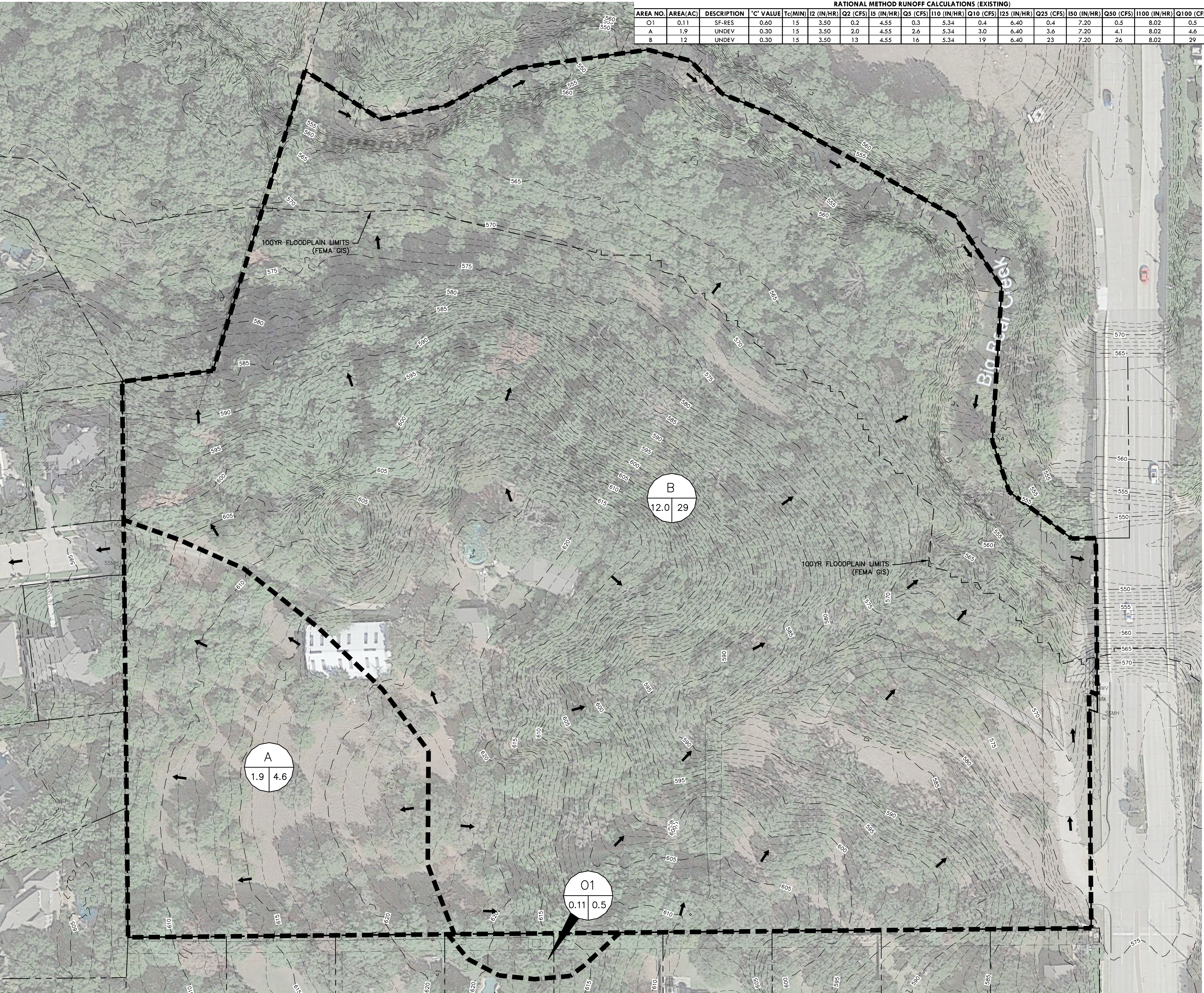
1" = 50'
0 50' 100' 200'

Development Plan

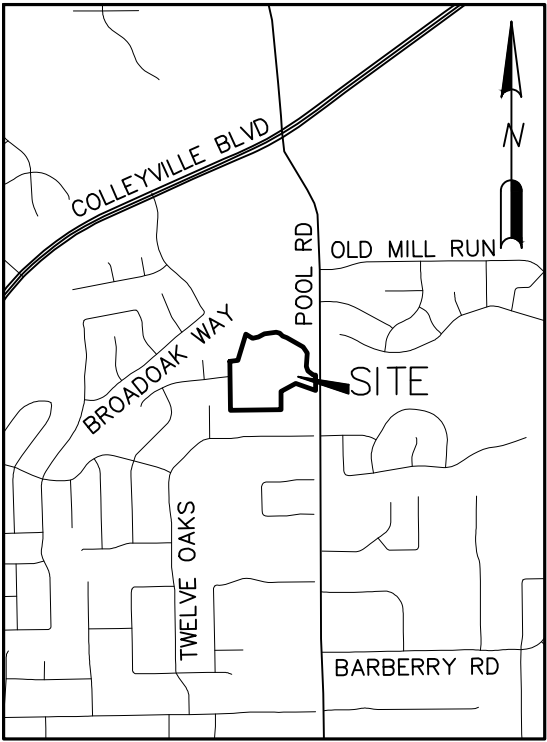
The Bluffs at Colleyville

Colleyville, Tarrant County, Texas

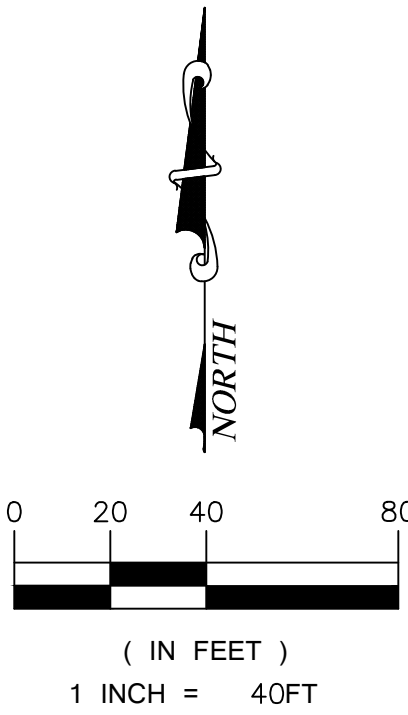




RATIONAL METHOD RUNOFF CALCULATIONS (EXISTING)																	
AREA NO.	AREA (AC)	DESCRIPTION	'C' VALUE	Tc (MIN)	I2 (IN/HR)	Q2 (CFS)	I5 (IN/HR)	Q5 (CFS)	I10 (IN/HR)	Q10 (CFS)	I25 (IN/HR)	Q25 (CFS)	I50 (IN/HR)	Q50 (CFS)	I100 (IN/HR)	Q100 (CFS)	
01	0.11	SF-RES	0.60	15	3.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02	0.5	
A	1.9	UNDEV	0.30	15	3.50	2.0	4.55	2.6	5.34	3.0	6.40	3.6	7.20	4.1	8.02	4.6	
B	12	UNDEV	0.30	15	3.50	13	4.55	16	5.34	19	6.40	23	7.20	26	8.02	29	



VICINITY MAP
SCALE: 1" = 2000'



- LEGEND
- DRAINAGE AREA LABEL
 - FLOW ARROW (POST-PROJECT)
 - DRAINAGE DIVIDE
 - EXISTING CONTOUR MINOR
 - EXISTING CONTOUR MAJOR
 - DESIGN POINT

- CRITERIA BASED ON CITY OF COLLEYVILLE ENGINEERING DESIGN STANDARDS.
- BIG BEAR CREEK SPECIAL FLOOD HAZARD AREA OBTAINED THROUGH TARRANT COUNTY GIS, REFERENCED TO NAD83 TEXAS STATE PLAN COORDINATES, NORTH CENTRAL ZONE, US FEET.

REDINGER GROUP, LLC
P.O. BOX 93206
SCOTTSDALE, AZ 85263
PHONE (877) 233-2727
FAX (877) 233-2727
ENGINEERING REGISTRATION NUMBER F-23239
PREPARED FOR:
CLIENT NAME
PROJECT NAME
CITY TEXAS XXXX
STATE TEXAS XXXX

EXISTING DRAINAGE PLAN
THE BLUFFS AT COLLEYVILLE
COLLEYVILLE, TEXAS

BENCHMARKS:
COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
OF POOL ROAD & 25.4'
N OF MEDIAN BOC
ELEV = 583.70'
COLLEYVILLE BM-92
2" BRASS DISC IN N
END OF INLET 16.4' W
OF CL OF BROADOAK ST.
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer: CLAYTON T. REDINGER
P.E. No. 97487 Date: 9/30/2022

Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

SHEET
1

CITY CASE NO. ----



HYDROLOGIC DETENTION ASSESSMENT REPORT

FOR

Bluffs of Colleyville

IN THE

City of Colleyville, Texas

Prepared for:
Unique Fortunes, LLC
400 N. Carroll Ave.
Southlake, Texas 76092



10/04/2022

DETENTION ASSESSMENT REPORT
Bluffs of Colleyville
City of Colleyville, Texas

GENERAL DISCUSSION

Rainfall in North Texas is often associated with intense thunderstorms resulting from frontal weather changes. Due to the nature of these intense storms and flooding that may occur as a result, measures must be taken as land is developed to ensure that flooding does not cause loss of life or significant property damage.

In north Texas, weather conditions lead to shorter, intense rainfalls. In fact, the rainfall intensities and volumes are unusually high in this area, comparable to Gulf Coast regions. As a result, dry creek beds can become raging torrents during typical storm events. In most cases, these conditions existed prior to development. Statistical models are used to simulate rainfall events affecting watersheds in hydrology studies.

Land development typically affects runoff from drainage basins in two ways. First, development typically renders land surfaces less permeable due to construction of pavement and buildings. Less rainwater enters the ground and flows into creeks and drainage ways. Second, due to more impervious surfaces and other man-made improvements, it takes less time for runoff to enter natural drainageways. This change is often reflected in shorter "lag times" or "times of concentrations" in hydrology models.

A drainage study may include consideration of storm water detention for any given development project. Storm water detention is a method to attenuate peak flow rates from a project site. In case of a possible downstream impact of an increase in peak flows from development, assessment of a watershed and conditions affecting overall impacts of development are often recommended to ensure there are no adverse impacts resulting from land development.

Some mitigating measures may include stormwater detention which involves construction of a basin to temporarily store storm water while a specially designed outfall meters discharge to specified runoff rates. The design of a basin includes sizing a basin to contain a specific volume of storm water sufficient to allow the basin's discharge to release at a specified rate. Locally, this threshold is usually either the flow rate of the watershed in an undeveloped state or that of a single-family residential development. Calculation of the basin size and outlet structure can be accomplished by a number of different methodologies.

It has been observed that detention basins can provide protection of downstream property in certain circumstances where there is an immediate downstream concern. Additionally, it has also been observed that, due to a number of hydrologic factors, the effect of detention diminishes the further downstream any given project one may study. This is generally due to the fact that the volume of runoff is increased with development regardless of the rate of runoff.

It has been shown by detailed hydrologic modeling that detention on a site may increase flows in receiving waters of relatively large watersheds. The problem is that the local site detention is holding storm water back and combining its discharge peak with that of the peak of the flood wave of the main receiving water body. Whereas the free discharge of the local site would place its peak well ahead of the main flood peak.

This "coincident peak" is a predictable result of detailed analysis. Near the top of a watershed, detention is shown to provide reduced flows from the site and in the receiving water body. But at

some point, the further downstream in a watershed one goes, the effect of site detention can increase flows in the receiving water body. Although, detailed hydrologic calculations may be needed to confirm the result. However, in North Texas, if a site is less than roughly 10 percent of the overall watershed at the discharge point, the effect of detention is often to increase the peak flow in the watershed. This study makes no assumptions about this "10% Rule". Detailed study has been completed to ensure the proper recommendation for this site and surrounding watershed conditions.

Some local jurisdictions are revising or clarifying their detention policies to consider the possibility and often not require detention at all in certain circumstances. To state it simply, site detention can, in certain instances, increase peak runoff from a watershed.

BLUFFS OF COLLEYVILLE

This report has been prepared to assess the impact of peak discharges as a result of development of Bluffs of Colleyville in Colleyville. The site has a total area of 13.9 acres and is positioned at the downstream end of a 19,163 acre watershed. Exhibit 'A' attached is a graphic representation of the Bear Creek watershed. It is important to note that at this point of analysis, Bear Creek receives runoff from seven different cities reaching as far west as Haslett, west of Interstate 35W and encompasses an area of approximately 30 square miles.

With Bluffs of Colleyville at about 0.07% of the overall watershed, regional policy recognizes that detention on this site will almost certainly not be needed. However, this study has been prepared to investigate the need for detention.

Bluffs of Colleyville will develop about 10.6 acres of the overall tract and the remaining 3.3 acres will remain undeveloped as it currently lies within the existing floodplain. Bear Creek runs over and adjacent to the existing property to an existing bridge under Pool Rd.

METHODOLOGY

Computer modeling was utilized to develop this assessment. Rainfall losses were based on the Curve Number method of the Soil Conservation Service (SCS) and hydrographs generated using a Type II distribution of rainfall. The 50% (2-year), 20% (5-year), 10% (10-year), 4% (25-year), 2% (50-year) and 1% (100-year) design storm events were evaluated.

Rainfall amounts were taken from the North Central Texas Council of Governments integrated Storm Water Manual (iSWM).

The time of concentration for the local watershed was assumed to be 15-minutes and is normally associated with the residential development. The time of concentration for Bear Creek was simulated by assuming a 45-minute time of concentration at the upper extreme end of the watershed and an average velocity of six feet per second within the main channel throughout the watershed. This is not intended be an exact modeling of the Bear Creek, but only an approximation of the time of peak discharge for Bear Creek at the project location.

The methodology included detailed determination of hydrologic soil conditions (A, B, C, or D per SCS) and land uses based on existing available zoning and land use maps, the Tarrant County Soil Survey by the Soil Conservation Service (USDA), site observations and known development plans.

The computer program HEC-HMS (Hydrologic Modeling System) published by the Hydrologic Engineering Center in Davis, California is a public domain, industry standard software used for

modeling watersheds of various sizes and is appropriate for use in this study. Promulgated by the U.S. Army Corps of Engineers, this software is approved for use by FEMA for studies submitted for review by the Agency.

Two models were developed to represent each condition under consideration. Current conditions and proposed conditions without detention were assessed. Schematics of each condition are included in following sections of this report.

All model conditions for off-site sub-basins were developed as described above. These conditions were developed representing current conditions. The overall watershed was assumed to be two-thirds urbanized and one-third open space which is in line with known urbanized condition studies of Bear Creek. Additionally, the urbanized conditions are assumed to be approximately 63% residential and 37% commercial. These approximations are made only to assign a reasonable curve number to the overall watershed, and the sensitivity of these assumptions to the overall conclusion is very small.

Off-site areas have been modeled the same for both existing and proposed conditions.

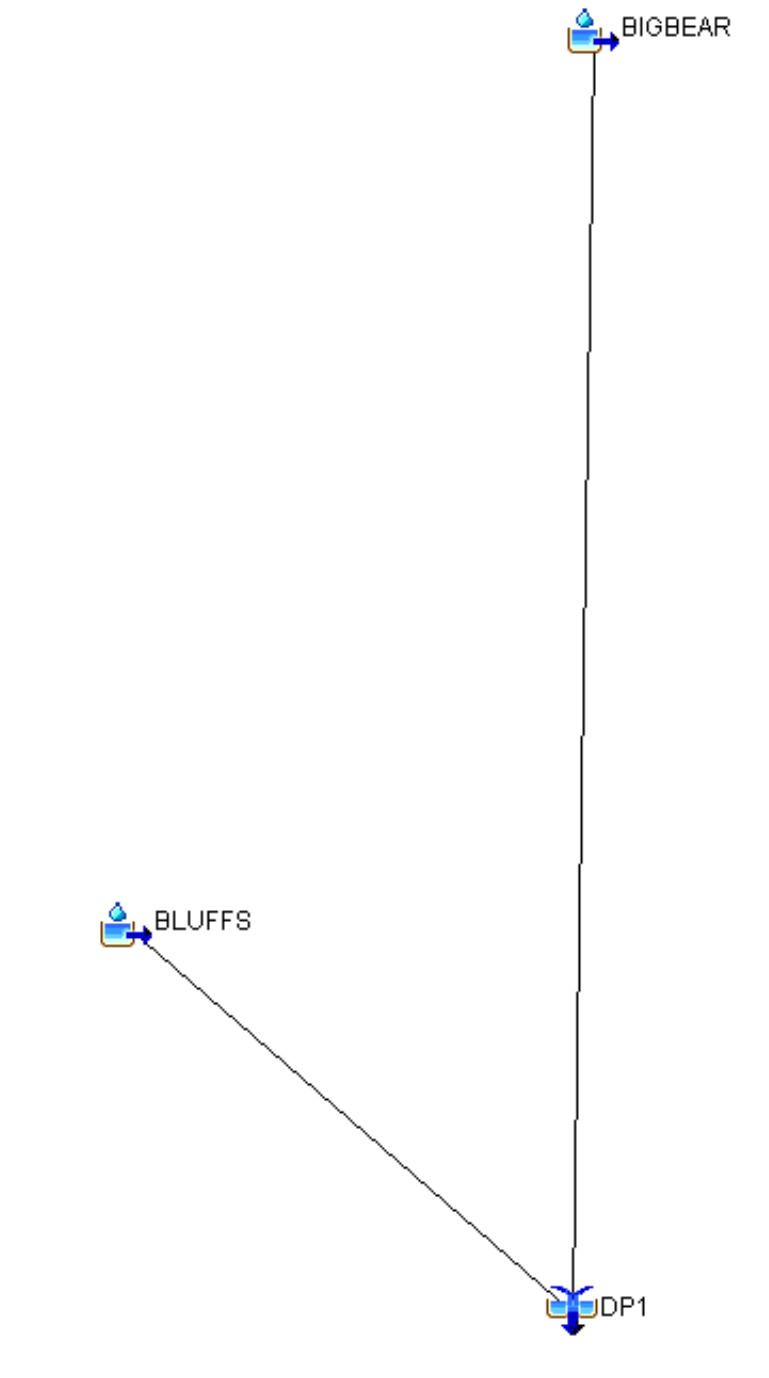
For proposed on-site conditions, Curve Numbers were applied according to the development plan and time of concentrations were calculated according to the applicable criteria and proposed development.

SITE CONDITIONS

The project site has been used for two single family residences in relatively recent past, but for the purposes of this analysis, it is assumed to be fully undeveloped. The property is wooded with significant tree cover. The site is proposed for develop 10.6 of the 13.9 acre site with single family residences with lots exceeding 20,000 sf.

Runoff from the site will combine with floodwaters from Bear Creek at the immediate downstream end of the site.

BASIN MODELS (CURRENT & PROPOSED)



CURVE NUMBER SUMMARY

SOIL SUMMARY BEAR CREEK

RATING	ACRES IN AOI	PERCENT OF AOI
A	412	2.2%
B	5614	29.3%
C	5119	26.7%
D	8018	41.8%
Total:	19163	100%

LAND USE BEAR CREEK % AREA

OPEN SPACE	33%
URBANIZED-COMMERCIAL	25%
URBANIZED-RESIDENTIAL	42%

SOIL SUMMARY BLUFFS

RATING	ACRES IN AOI	PERCENT OF AOI
A	0.0	0.0%
B	4.9	35.3%
C	2.0	14.4%
D	7.0	50.4%
Total:	13.9	100%

WEIGHTED CURVE NUMBER

Drainage Area	Open Space (Fair Condition)				Urban Commercial				Urban Residential (38%)				Weighted CN
	A	B	C	D	A	B	C	D	A	B	C	D	
CN	49	69	79	84	89	92	94	95	61	75	83	87	CN
BEAR CREEK	0.7%	9.7%	8.8%	13.8%	0.5%	7.3%	6.7%	10.5%	0.9%	12.3%	11.2%	17.6%	83
BLUFFS EX	0.0%	35.1%	14.6%	50.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	78
BLUFFS PROP	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	35.1%	14.6%	50.3%	82

TIME OF CONCENTRATION/LAG TIME

BEAR CREEK

MAIN CHANNEL LENGTH = 93,600 FT

AVERAGE VELOCITY = 6.0 FPS

UPPER WATERSHED $T_c = 45$ MIN

OVERALL $T_c = 45 \text{ MIN} + (93,600 \text{ FT} / 6.0 \text{ FPS}) / 60 = 305 \text{ MIN}$

LAG TIME = $0.6 * 305 \text{ MIN} = 183 \text{ MIN}$

BLUFFS

$T_c = 15 \text{ MIN}$ (RESIDENTIAL)

LAG TIME = $0.6 * 15 \text{ MIN} = 9 \text{ MIN}$

FLOW SUMMARY

PEAK DISCHARGE DP-1 (CFS)

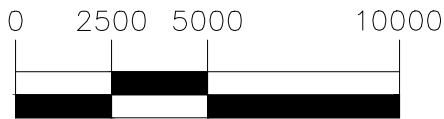
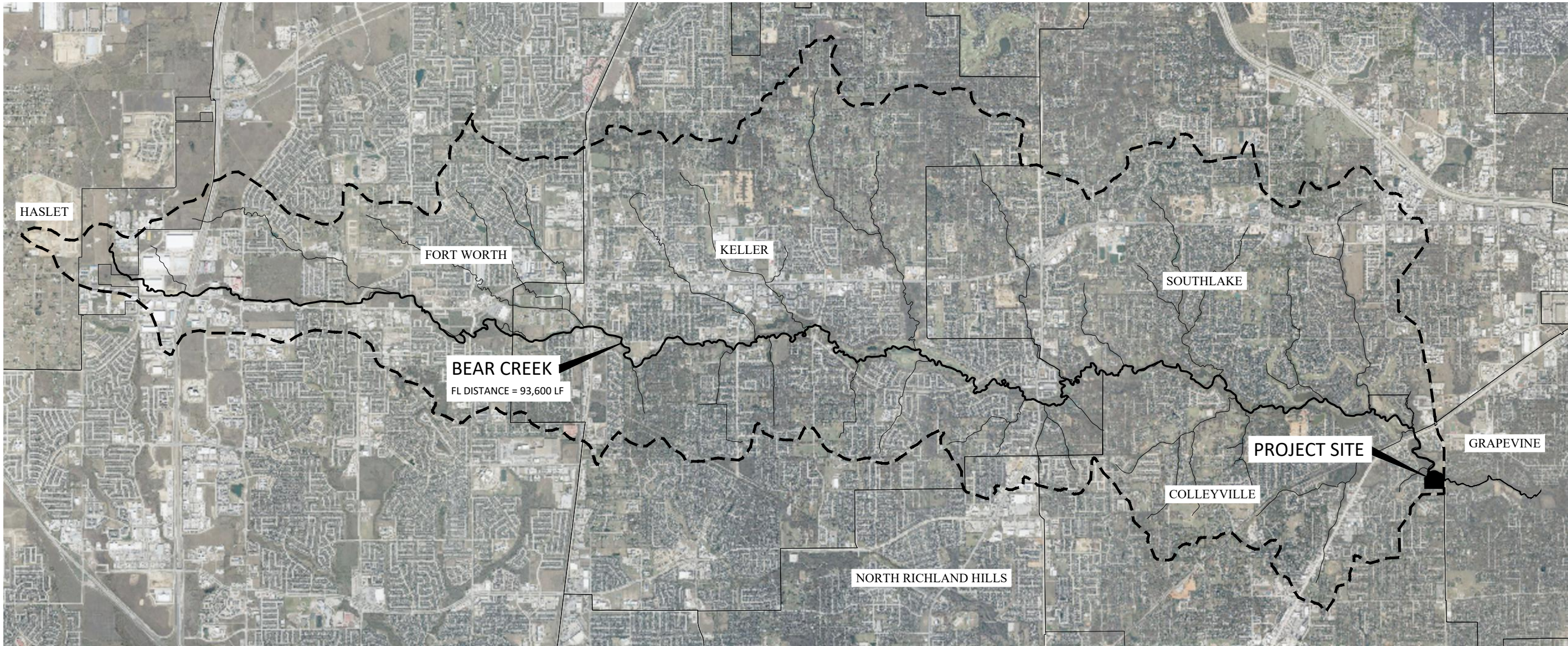
STORM	EXISTING	PROPOSED	DIFF.
2-YR	6,021	6,021	0
5-YR	9,643	9,643	0
10-YR	12,544	12,544	0
25-YR	16,557	16,557	0
50-YR	19,698	19,698	0
100-YR	23,008	23,008	0

CONCLUSIONS AND RECOMMENDATIONS

Based on the results of this analysis, the development of site has no effect on the rate of flow immediately downstream of the development. Therefore, detention is not recommended nor required by existing standards.

An electronic copy of the HEC-HMS (v.4.9) model will be provided for convenience of review by the City to confirm the information provided in this report.

The work product is confidential and remains the property of Redinger Group, LLC.. Of course, this report remains public record once submitted but the electronic files remain privileged.



(IN FEET)
1 INCH = 5000 FT

**PRELIMINARY
FOR REVIEW ONLY**
Not for Construction or Permit Purposes

Engineer CLAYTON T. REDINGER
P.E. No. 97497 Date 10/05/2022

THE BLUFFS @ COLLEYVILLE
EXHIBIT A
COLLEYVILLE, TEXAS

 **REDINGER GROUP, LLC**
P.O. BOX 93206
SOUTH LAKE, TEXAS 76092
PHONE: (817) 253-5727
ENGINEERING FIRM REGISTRATION
NUMBER F-23328

DRAWN BY: CTR	SCALE: 1"=5000'	DATE: 10/05/2022	PROJECT NO.: 1013-01	SHEET: 1 OF 1
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HMS RESULTS

2-YR (50%)

Project: BLUFFS Simulation Run: CURRENT002				
Start of Run: 01Jan2022, 00:00		Basin Model: CURRENT		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT002		
Compute Time:30Sep2022, 16:36:45		Control Specifications:Control 1		
Show Elements:	All Elements ▾	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic ▾
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	6019.9	01Jan2022, 15:12	1.72
BLUFFS	0.0217	33.1	01Jan2022, 12:02	1.95
DP1	30.2817	6021.1	01Jan2022, 15:12	1.72

Project: BLUFFS Simulation Run: PROP002				
Start of Run: 01Jan2022, 00:00		Basin Model: PROP		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT002		
Compute Time:30Sep2022, 16:36:47		Control Specifications:Control 1		
Show Elements:	All Elements ▾	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic ▾
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	6019.9	01Jan2022, 15:12	1.72
BLUFFS	0.0217	36.8	01Jan2022, 12:02	2.16
DP1	30.2817	6021.2	01Jan2022, 15:12	1.72

5-YR (20%)

Project: BLUFFS Simulation Run: CURRENT005				
Start of Run: 01Jan2022, 00:00		Basin Model: CURRENT		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT005		
Compute Time:30Sep2022, 16:36:45		Control Specifications:Control 1		
Show Elements:	All Elements ▾	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic ▾
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	9641.2	01Jan2022, 15:10	2.75
BLUFFS	0.0217	51.0	01Jan2022, 12:02	2.99
DP1	30.2817	9642.9	01Jan2022, 15:10	2.75

Project: BLUFFS Simulation Run: PROP005				
Start of Run: 01Jan2022, 00:00		Basin Model: PROP		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT005		
Compute Time:30Sep2022, 16:36:47		Control Specifications:Control 1		
Show Elements:	All Elements ▾	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic ▾
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	9641.2	01Jan2022, 15:10	2.75
BLUFFS	0.0217	55.5	01Jan2022, 12:02	3.26
DP1	30.2817	9642.9	01Jan2022, 15:10	2.75

10-YR (10%)

Project: BLUFFS Simulation Run: CURRENT010				
Start of Run: 01Jan2022, 00:00		Basin Model: CURRENT		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT010		
Compute Time: 30Sep2022, 16:36:45		Control Specifications: Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	12542.0	01Jan2022, 15:08	3.58
BLUFFS	0.0217	65.4	01Jan2022, 12:02	3.84
DP1	30.2817	12544.1	01Jan2022, 15:08	3.58

Project: BLUFFS Simulation Run: PROP010				
Start of Run: 01Jan2022, 00:00		Basin Model: PROP		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT010		
Compute Time: 30Sep2022, 16:36:48		Control Specifications: Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	12542.0	01Jan2022, 15:08	3.58
BLUFFS	0.0217	70.4	01Jan2022, 12:02	4.15
DP1	30.2817	12544.2	01Jan2022, 15:08	3.58

25-YR (4%)

Project: BLUFFS Simulation Run: CURRENT025				
Start of Run: 01Jan2022, 00:00		Basin Model: CURRENT		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT025		
Compute Time: 30Sep2022, 16:36:46		Control Specifications: Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	16554.1	01Jan2022, 15:07	4.74
BLUFFS	0.0217	85.6	01Jan2022, 12:02	5.04
DP1	30.2817	16556.8	01Jan2022, 15:07	4.74

Project: BLUFFS Simulation Run: PROP025				
Start of Run: 01Jan2022, 00:00		Basin Model: PROP		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT025		
Compute Time: 30Sep2022, 16:36:48		Control Specifications: Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI ²)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	16554.1	01Jan2022, 15:07	4.74
BLUFFS	0.0217	90.9	01Jan2022, 12:02	5.38
DP1	30.2817	16556.9	01Jan2022, 15:07	4.74

50-YR (2%)

Project: BLUFFS Simulation Run: CURRENT050				
Start of Run: 01Jan2022, 00:00		Basin Model: CURRENT		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT050		
Compute Time:30Sep2022, 16:36:46		Control Specifications:Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	19695.1	01Jan2022, 15:06	5.66
BLUFFS	0.0217	101.4	01Jan2022, 12:02	5.99
DP1	30.2817	19698.3	01Jan2022, 15:06	5.66

Project: BLUFFS Simulation Run: PROP050				
Start of Run: 01Jan2022, 00:00		Basin Model: PROP		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT050		
Compute Time:30Sep2022, 16:36:48		Control Specifications:Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	19695.1	01Jan2022, 15:06	5.66
BLUFFS	0.0217	106.9	01Jan2022, 12:02	6.35
DP1	30.2817	19698.3	01Jan2022, 15:06	5.66

100-YR (1%)

Project: BLUFFS Simulation Run: CURRENT100				
Start of Run: 01Jan2022, 00:00		Basin Model: CURRENT		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT100		
Compute Time:30Sep2022, 16:36:47		Control Specifications:Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	23004.3	01Jan2022, 15:05	6.64
BLUFFS	0.0217	118.2	01Jan2022, 12:02	7.00
DP1	30.2817	23008.0	01Jan2022, 15:05	6.64

Project: BLUFFS Simulation Run: PROP100				
Start of Run: 01Jan2022, 00:00		Basin Model: PROP		
End of Run: 02Jan2022, 00:00		Meteorologic Model: TARRANT100		
Compute Time:30Sep2022, 16:36:49		Control Specifications:Control 1		
Show Elements:	All Elements	Volume Units:	☒ IN ☐ ACRE-FT	Sorting: Hydrologic
Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
BIGBEAR	30.2600	23004.3	01Jan2022, 15:05	6.64
BLUFFS	0.0217	123.7	01Jan2022, 12:02	7.38
DP1	30.2817	23008.1	01Jan2022, 15:05	6.64

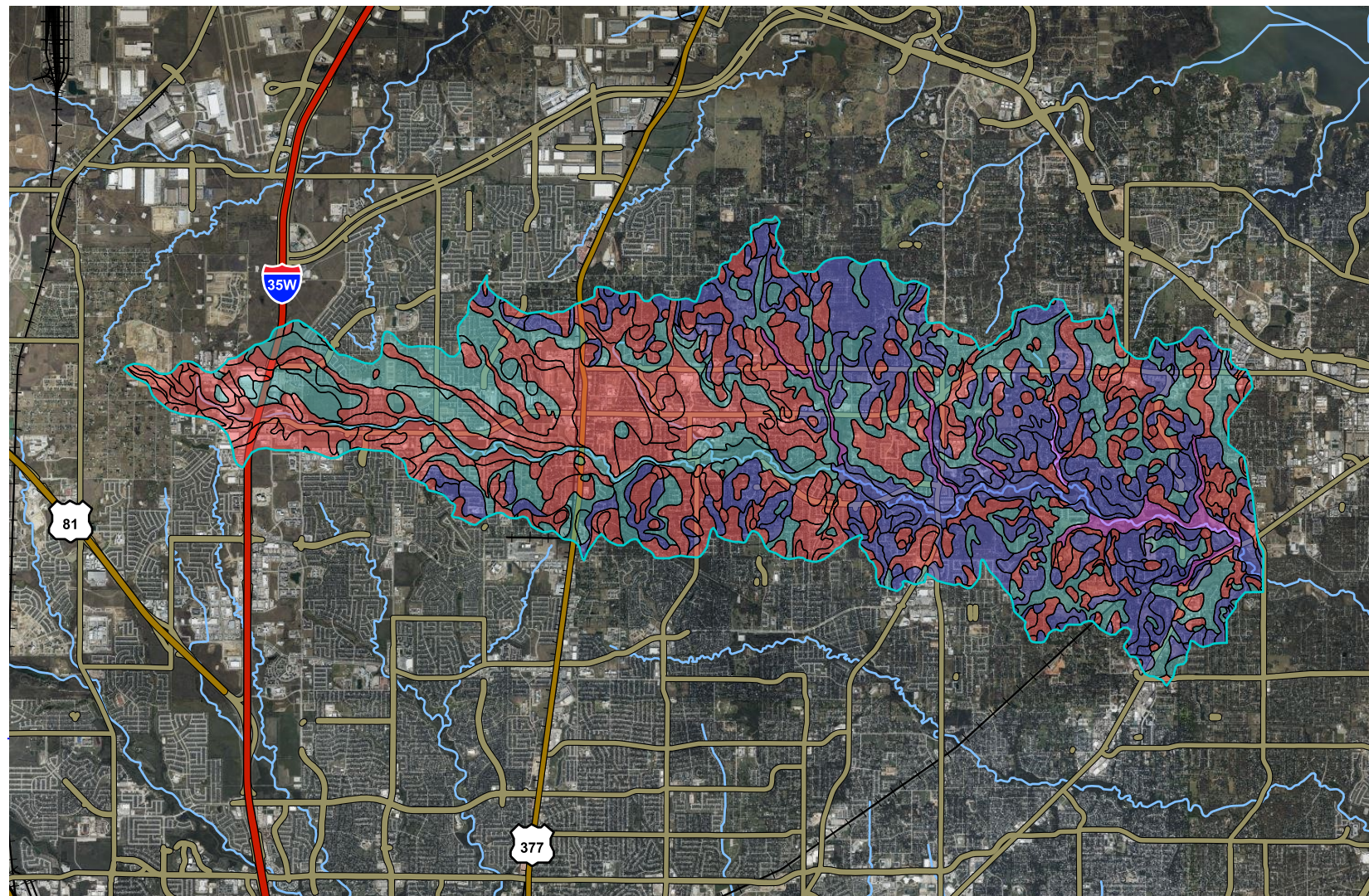
Hydrologic Soil Group—Tarrant County, Texas (BBC WATERSHED)

97° 21' 43" W

97° 6' 12" W

32° 59' 57" N

32° 59' 57" N



32° 51' 28" N

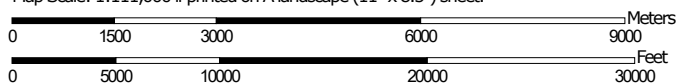
32° 51' 28" N

97° 21' 43" W

97° 6' 12" W



Map Scale: 1:111,000 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

9/30/2022
Page 1 of 5

Hydrologic Soil Group—Tarrant County, Texas
(BBC WATERSHED)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tarrant County, Texas

Survey Area Data: Version 19, Sep 10, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2020—Mar 31, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AgC	Aledo gravelly clay loam, 1 to 8 percent slopes	D	55.0	0.3%
BfB	Bastil fine sandy loam, 0 to 3 percent slopes	B	406.4	2.1%
BmC	Birome fine sandy loam, 1 to 5 percent slopes	C	454.2	2.4%
BmE	Birome-Aubrey-Rayex complex, 5 to 15 percent slopes	D	736.9	3.8%
BoB	Bolar clay loam, 1 to 3 percent slopes	C	14.7	0.1%
BuA	Burleson clay, 0 to 1 percent slopes	D	121.1	0.6%
BuE	Birome-Aubrey-Urban land complex, 5 to 15 percent slopes	D	167.3	0.9%
CrB	Crosstell fine sandy loam, 1 to 3 percent slopes	D	1,056.7	5.5%
CrD	Crosstell fine sandy loam, 3 to 8 percent slopes	D	1,825.1	9.5%
CuC	Crosstell-Urban land complex, 1 to 5 percent slopes	D	101.0	0.5%
Ff	Frio clay loam, 0 to 1 percent slopes, frequently flooded	C	335.8	1.8%
GfB	Gasil fine sandy loam, 1 to 3 percent slopes	B	1,731.2	9.0%
GfC	Gasil fine sandy loam, 3 to 8 percent slopes	B	1,225.3	6.4%
GgC	Gasil sandy clay loam, graded, 1 to 5 percent slopes	B	43.6	0.2%
GuC	Gasil-Urban land complex, 1 to 8 percent slopes	B	143.2	0.7%
KoC	Konsil fine sandy loam, 1 to 5 percent slopes	B	80.1	0.4%
LdB	Lindale clay loam, 1 to 3 percent slopes	C	363.8	1.9%
LeB	Leson clay, 1 to 3 percent slopes	D	466.5	2.4%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
LnB	Lindale-Urban land complex, 1 to 3 percent slopes	C	14.3	0.1%
LoB	Lott silty clay, 1 to 3 percent slopes	C	16.2	0.1%
MaA	Mabank fine sandy loam, 0 to 1 percent slopes	D	73.7	0.4%
MeE	Medlin clay, 5 to 15 percent slopes	D	30.8	0.2%
MgB	Mingo clay loam, 1 to 3 percent slopes	D	186.5	1.0%
NaB	Navo clay loam, 1 to 3 percent slopes	D	393.9	2.1%
NauB	Navo-Urban land complex, 1 to 3 percent slopes	D	99.9	0.5%
PIT	Pits, quarries, 0 to 45 percent slopes	D	6.9	0.0%
PoB	Ponder clay loam, 1 to 3 percent slopes	C	1,280.6	6.7%
Ps	Pulexas fine sandy loam, frequently flooded	A	412.1	2.2%
PuB	Ponder-Urban land complex, 0 to 3 percent slopes	C	71.2	0.4%
PvB	Purves clay, 1 to 3 percent slopes	D	214.4	1.1%
RaA	Rader fine sandy loam, 0 to 3 percent slopes	C	2,477.7	12.9%
RuA	Rader-Urban land complex, 0 to 3 percent slopes	C	90.6	0.5%
SaB	Sanger clay, 1 to 3 percent slopes	D	399.1	2.1%
SaC	Sanger clay, 3 to 5 percent slopes	D	48.3	0.3%
SbB	San Saba clay, 0 to 2 percent slopes	D	195.4	1.0%
ScA	Slidell clay, 0 to 1 percent slopes	D	52.0	0.3%
ScB	Slidell clay, 1 to 3 percent slopes	D	314.3	1.6%
SfC	Silawa fine sandy loam, 3 to 8 percent slopes	B	332.4	1.7%
SnC	Sanger-Urban land complex, 1 to 5 percent slopes	D	425.8	2.2%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
SpB	Speck clay loam, 0 to 3 percent slopes	D	40.5	0.2%
SsC	Silstid-Urban land complex, 1 to 5 percent slopes	B	101.8	0.5%
SsD	Silstid loamy fine sand, 1 to 5 percent slopes	B	1,154.5	6.0%
W	Water	D	35.9	0.2%
Wf	Whitesboro loam, frequently flooded	B	395.7	2.1%
WsA	Wilson clay loam, 0 to 2 percent slopes	D	924.4	4.8%
WuA	Wilson-Urban land complex, 0 to 2 percent slopes	D	46.5	0.2%
Totals for Area of Interest			19,163.3	100.0%

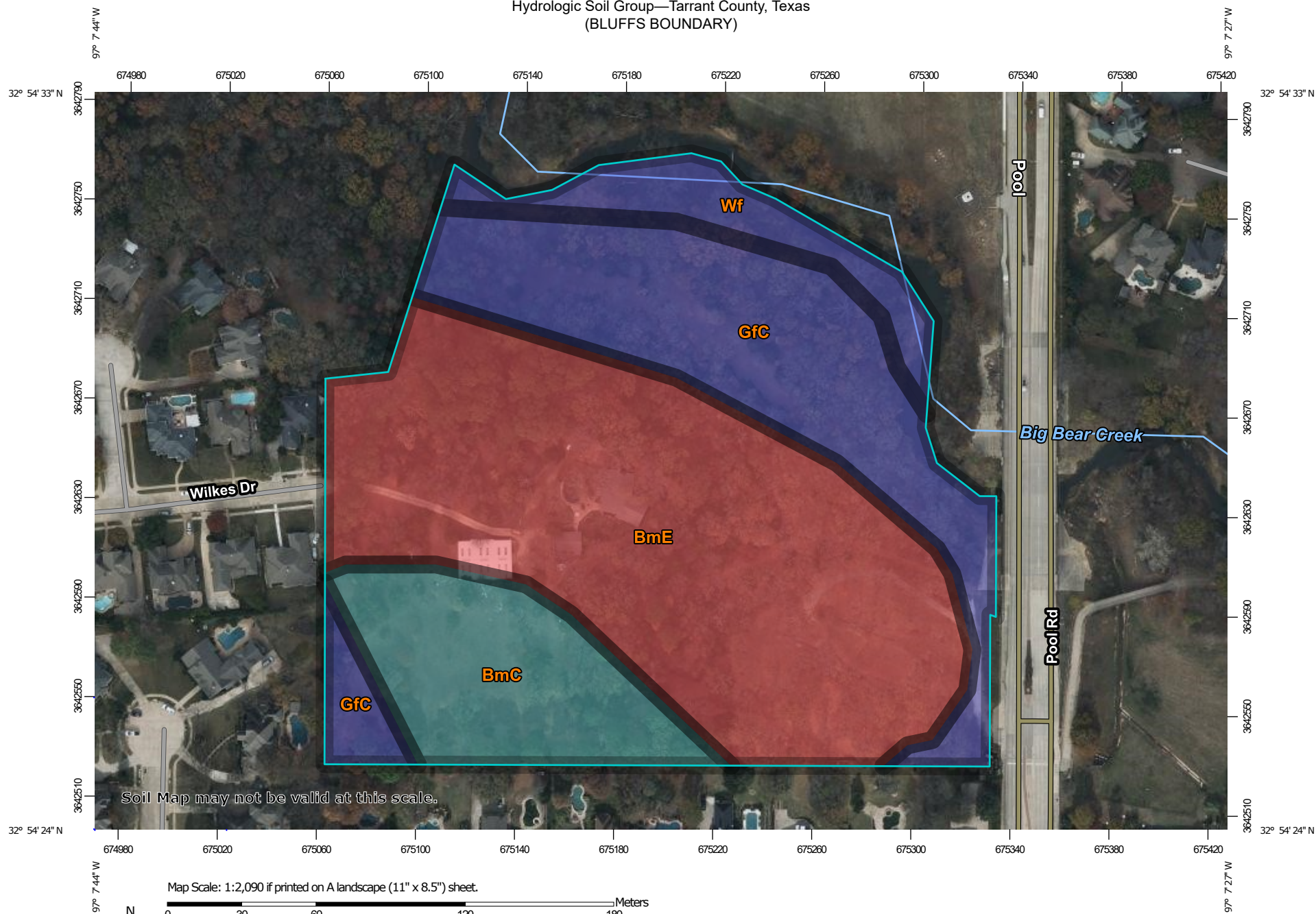
Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Hydrologic Soil Group—Tarrant County, Texas (BLUFFS BOUNDARY)



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tarrant County, Texas
 Survey Area Data: Version 19, Sep 10, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 11, 2020—Dec 10, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

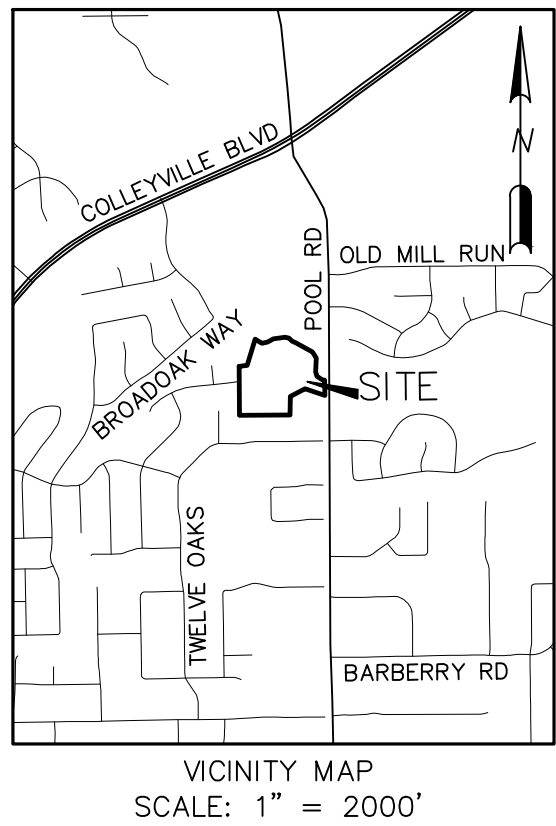
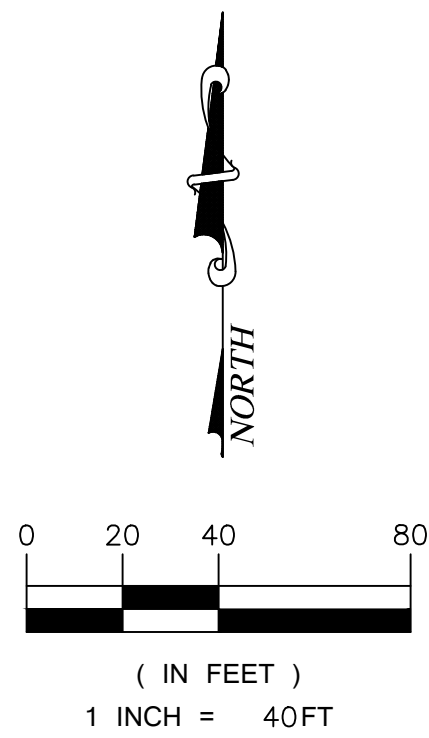
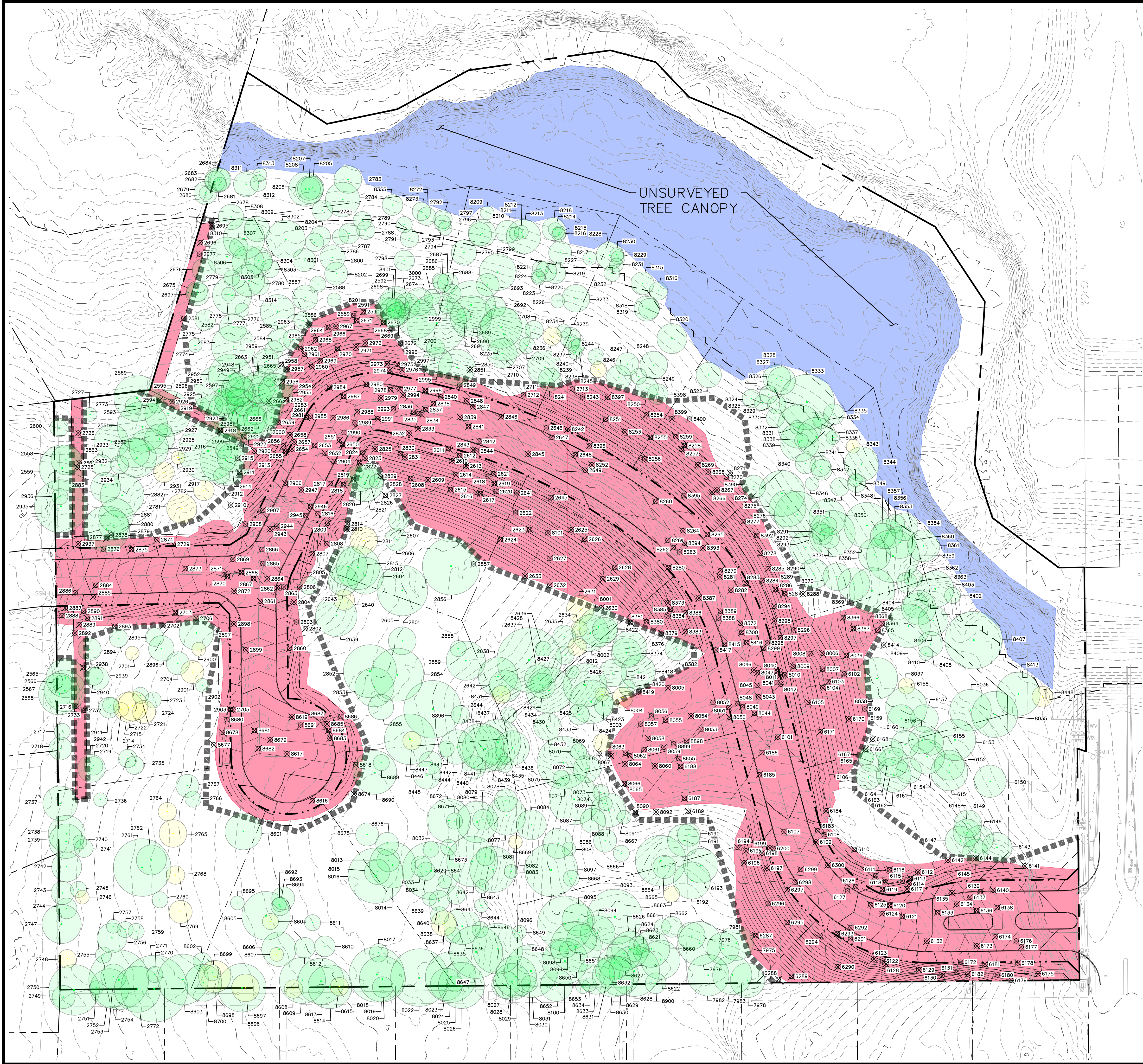
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BmC	Birome fine sandy loam, 1 to 5 percent slopes	C	2.0	14.6%
BmE	Birome-Aubrey-Rayex complex, 5 to 15 percent slopes	D	7.0	50.3%
GfC	Gasil fine sandy loam, 3 to 8 percent slopes	B	3.9	28.0%
Wf	Whitesboro loam, frequently flooded	B	1.0	7.2%
Totals for Area of Interest			13.9	100.0%

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



LEGEND

- PROTECTED TREE TO REMAIN
- NON PROTECTED TREE TO REMAIN
- ⊗ TREE TO BE REMOVED
- UNSURVEYED CANOPY AREA PER AERIAL PHOTOGRAPHY
- AREA TO BE DISTURBED
- ▬▬▬▬ TREE PROTECTION FENCE

Tree Preservation Summary (excludes building envelopes)			
Total Tree Canopy	%	ft ²	Acres
Required Preservation of Tree Canopy	50%	268,732	6.169
Provided Credit for Preservation of Tree Canopy	54%	292,296	6.710
Surplus Preservation of Tree Canopy		23,565	0.541

Site Canopy Summary			
Project/Lot(s) Area	%	ft ²	Acres
Building Envelope Area (primary structures only)		0	
Required Site Canopy (excludes building envelope)	50%	302,713	
Provided Credit for Tree Preservation		292,296	
Additional Tree Planting Required (site canopy ONLY)		10,417	

UNSURVEYED CANOPY AREA: 83,505 SF (1.917 AC)
*THIS AREA HAS NOT BEEN INCLUDED IN THE CHARTS ABOVE

Tree Species Summary													
Common name or species	Tree to Preserve (CP)	Tree to Remove (CR)	Tree to Remove (CR)	DBH to Preserve (DBH)	DBH to Remove (DBH)	DBH to Remove (DBH)	Tree Canopy (ft ²)	Canopy to Preserve (ft ²)	Canopy to Remove (ft ²)	Heritage (ft ²)	Mitigation (ft ²)	Heritage (ft ²)	Mitigation (ft ²)
BROADBARK PEAR	4	3	1	27	20	7	575	421	154	0	0	0	0
CELANO	123	88	35	1,171	825	346	38,933	26,570	12,363	0	0	0	0
CELANO BLM	4	2	2	44	24	20	1,596	911	685	0	0	0	0
ELM	78	49	29	737	488	249	25,341	15,949	9,392	0	0	0	0
HICKORY	3	2	1	66	46	20	4,738	3,481	1,257	0	0	0	0
LIVE OAK	1	0	1	9	0	9	254	0	254	0	0	0	0
ONE	441	258	183	5,612	3,331	2,281	267,099	152,633	114,466	15	0	0	0
PINE	149	93	56	2,398	1,363	1,035	137,749	72,525	65,224	0	0	0	0
PLUM	2	0	2	32	0	32	226	0	226	0	0	0	0
POPLAR	209	23	73	1,602	448	1,154	63,452	33,908	29,544	34	0	0	0
Total	911	528	383	31,478	6,425	5,093	537,463	292,296	245,167	58	0	0	0

All calculations include 0.5% of the total canopy area, rounded up, and rounded down. The total canopy area is 537,463 ft² (12.338 acres). The total canopy area to be preserved is 292,296 ft² (6.710 acres). The total canopy area to be removed is 245,167 ft² (5.628 acres).

*Tree Preservation Summary additionally excludes trees in the building envelopes.

*Tree Species Summary does not include trees in the building envelopes.

OWNER:
UNIQUE FORTUNE, LLC
400 CARROLL AVENUE
SOUTHLAKE, TEXAS 76092
PHONE: (817) 366-8666
CONTACT: MARK GOODWIN

DEVELOPER:
WILLOWTREE DEVELOPMENT, LLC
680 N. CARROLL AVENUE, SUITE 100
SOUTHLAKE, TEXAS 76092
PHONE: (817) 617-9105
CONTACT: TRAVIS FRANKS

SCALED AT 24"x36" PAGE SIZE

REDINGER GROUP, LLC
P.O. BOX 92004
DALLAS, TEXAS 75292
PHONE: (817) 933-2277
FAX: (817) 933-2278
ENGINEERING REGISTRATION NUMBER: 7-2339
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
SOUTHLAKE, TEXAS 76092
PHONE: (817) 617-9105



URBAN FORESTRY PLAN
THE BLUFFS AT COLLEYVILLE
COLLEYVILLE, TEXAS

BENCHMARKS:

COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
OF POOL ROAD & 25.4'
N. OF MEDIAN BOC
ELEV = 583.70'

COLLEYVILLE BM-92
2" BRASS DISC IN N
END OF INLET 16.4' W
OF CL OF BROADOAK ST.
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer: CLAYTON T. REDINGER
P.E. No. 87487 Date: 11/10/2022

Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

SHEET
1

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2549	PINE	23	1,662	PRES					
2558	OAK	13	531	PRES					
2559	OAK	20	1,257	PRES					
2560	OAK	6	113	REM					
2561	OAK	22	1,521	PRES					
2562	OAK	15	707	PRES					
2563	OAK	9	254	PRES					
2564	OAK	17	908	REM					
2565	OAK	17	908	PRES					
2566	PINE	8	201	PRES					
2567	PINE	18	1,018	PRES					
2568	PINE	18	1,018	PRES					
2569	OAK	20	1,257	PRES					
2581	OAK	8	201	REM					
2582	OAK	12	452	PRES					
2583	CEDAR	19	1,134	PRES					
2584	PINE	8	201	PRES					
2585	ELM	10	314	PRES					
2586	OAK	15	707	PRES					
2587	OAK	11	380	PRES					
2588	PINE	7	154	PRES					
2589	PINE	13	531	REM					
2590	PINE	22	1,521	REM					
2591	OAK	11	380	PRES					
2592	OAK	11	380	PRES					
2593	OAK	7	154	PRES					
2594	OAK	25	1,963	REM	HERITAGE				
2595	OAK	20	1,257	PRES					
2596	PINE	22	1,521	PRES					
2597	PINE	8	201	PRES					
2598	PINE	7	154	PRES					
2599	PINE	22	1,521	PRES					
2600	OAK	8	201	PRES					
2604	OAK	16	804	PRES					
2605	OAK	22	1,521	PRES					
2606	ELM	10	314	PRES					
2607	CEDAR	9	254	PRES					
2608	OAK	19	1,134	REM					
2609	CEDAR	9	254	REM					
2610	OAK	17	908	REM					
2611	OAK	19	1,134	REM					
2612	ELM	6	113	REM					
2613	OAK	14	616	REM					
2614	OAK	17	908	REM					
2615	ELM	16	804	REM					
2616	CEDAR	7	154	REM					
2617	CEDAR	6	113	REM					
2618	OAK	21	1,385	REM					
2619	OAK	16	804	REM					
2620	CEDAR	8	201	REM					
2621	ELM	6	113	REM					
2622	OAK	28	2,463	REM	HERITAGE				
2623	OAK	6	113	REM					
2624	OAK	28	2,463	REM	HERITAGE				
2625	OAK	24	1,810	REM					
2626	ELM	6	113	REM					
2627	OAK	25	1,963	REM	HERITAGE				
2628	OAK	27	2,290	REM	HERITAGE				
2629	OAK	21	1,385	REM					
2630	HACKBERRY	7	154	REM		NON-P			
2631	HACKBERRY	12	452	PRES		NON-P			
2632	BRADFORD PEAR	7	154	REM					
2633	OAK	25	1,963	REM	HERITAGE				
2634	HACKBERRY	7	154	PRES		NON-P			
2635	OAK	10	314	PRES					
2636	OAK	7	154	PRES					
2637	HACKBERRY	28	2,463	PRES					
2638	OAK	17	908	PRES					
2639	HACKBERRY	18	1,018	PRES					
2640	HACKBERRY	9	254	PRES		NON-P			
2641	OAK	22	1,521	REM					
2642	ELM	14	616	PRES					
2643	OAK	13	531	PRES					
2644	OAK	25	1,963	PRES	HERITAGE				
2645	OAK	6	113	REM					
2646	CEDAR	13	531	REM					
2647	OAK	16	804	REM					
2648	OAK	25	1,963	REM	HERITAGE				
2649	OAK	18	1,018	REM					
2650	OAK	6	113	REM					
2651	OAK	9	254	REM					
2652	OAK	6	113	REM					
2653	OAK	6	113	REM					
2654	PINE	6	113	REM					
2655	PINE	25	1,963	REM	HERITAGE				
2656	OAK	7	154	REM					
2657	PINE	11	380	REM					
2658	PINE	22	1,521	REM					
2659	PINE	8	201	REM					
2660	OAK	7	154	PRES					
2661	PINE	15	707	PRES					
2662	PINE	8	201	PRES					
2663	PINE	25	1,963	PRES	HERITAGE				
2664	PINE	24	1,810	REM					
2665	PINE	10	314	PRES					
2666	PINE	8	201	PRES					
2668	OAK	10	314	PRES					
2669	OAK	10	314	PRES					
2670	OAK	14	616	REM					
2671	PINE	9	254	REM					
2672	OAK	16	804	PRES					
2673	OAK	11	380	PRES					
2674	OAK	12	452	PRES					
2675	ELM	9	254	PRES					
2676	PINE	10	314	PRES					
2677	ELM	7	154	REM					
2678	PINE	11	380	PRES					
2679	OAK	10	314	PRES					
2680	OAK	6	113	PRES					
2681	OAK	6	113	PRES					
2682	OAK	9	254	PRES					
2683	OAK	11	380	PRES					
2684	OAK	10	314	PRES					
2685	OAK	7	154	PRES					
2686	OAK	8	201	PRES					
2687	OAK	9	254	PRES					
2688	CEDAR	8	201	PRES					
2689	OAK	21	1,385	PRES					
2690	OAK	18	1,018	PRES					
2691	ELM	6	113	PRES					
2692	ELM	9	254	PRES					
2693	OAK	10	314	PRES					
2695	CEDAR	16	804	REM					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2696	CEDAR	8	201	REM					
2697	ELM	10	314	PRES					
2698	OAK	15	707	PRES					
2699	CEDAR	8	201	PRES					
2700	OAK	17	908	PRES					
2701	HACKBERRY	6	113	PRES		NON-P			
2702	PLUM	6	113	REM					
2703	BOIS D'ARC	8	201	REM		NON-P			
2704	CEDAR	10	314	PRES					
2705	OAK	10	314	REM					
2706	HACKBERRY	6	113	REM		NON-P			
2707	OAK	23	1,662	PRES					
2708	OAK	8	201	PRES					
2709	OAK	7	154	PRES					
2710	OAK	13	531	PRES					
2711	OAK	15	707	PRES					
2712	OAK	7	154	REM					
2713	OAK	19	1,134	REM					
2714	BOIS D'ARC	6	113	PRES		NON-P			
2715	BOIS D'ARC	13	531	PRES		NON-P			
2716	BOIS D'ARC	6	113	REM		NON-P			
2717	OAK	7	154	PRES					
2718	OAK	10	314	PRES					
2719	OAK	8	201	PRES					
2720	OAK	12	452	PRES					
2721	CEDAR	7	154	PRES					
2722	BOIS D'ARC	13	531	PRES		NON-P			
2723	CEDAR	7	154	PRES					
2724	BOIS D'ARC	10	314	PRES		NON-P			
2725	OAK	8	201	REM					
2726	OAK	20	1,257	REM					
2727	OAK	6	113	PRES					
2729	OAK	7	154	REM					
2732	BOIS D'ARC	6	113	REM		NON-P			
2733	BOIS D'ARC	6	113	REM		NON-P			
2734	CEDAR	8	201	PRES					
2735	CEDAR	8	201	PRES					
2736	OAK	6	113	PRES					
2737	OAK	15	707	PRES					
2738	CEDAR	16	804	PRES					
2739	CEDAR	15	707	PRES					
2740	OAK	6	113	PRES					
2741	OAK	8	201	PRES					
2742	CEDAR	13	531	PRES					
2743	OAK	10	314	PRES					
2744	OAK	9	254	PRES					
2745	OAK	7	154	PRES					
2746	HACKBERRY	6	113	PRES		NON-P			
2747	ELM	17	908	PRES					
2748	HACKBERRY	8	201	PRES		NON-P			
2749	ELM	10	314	PRES					
2750	ELM	22	1,521	PRES					
2751	OAK	6	113	PRES					
2752	OAK	17	908	PRES					
2753	PINE	11	380	PRES					
2754	PINE	26	2,124	PRES	HERITAGE				
2755	OAK	7	154	PRES					
2756	OAK	13	531	PRES					
2757	OAK	6	113	PRES					
2758	OAK	7	154	PRES					
2759	OAK	7	154	PRES					
2760	OAK	7	154	PRES					
2761	OAK	25	1,963	PRES	HERITAGE				
2762	OAK	13	531	PRES					
2764	HACKBERRY	8	201	PRES		NON-P			
2765	HACKBERRY	12	452	PRES		NON-P			
2766	OAK	7	154	PRES					
2767	OAK	10	314	PRES					
2768	HACKBERRY	8	201	PRES		NON-P			
2769	HACKBERRY	10	314	PRES		NON-P			
2770	CEDAR	7	154	PRES					
2771	PINE	29	2,642	PRES	HERITAGE				
2772	PINE	10	1,257	PRES					
2773	ELM	7	154	PRES					
2774	PINE	6	113	PRES					
2775	CEDAR	9	254	PRES					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2950	CEDAR	7	154	PRES					
2951	PINE	14	616	PRES					
2952	OAK	19	1,134	PRES					
2953	OAK	6	113	PRES					
2954	PINE	6	1,018	PRES					
2955	PINE	15	707	PRES					
2956	PINE	24	1,810	REM					
2957	OAK	7	154	REM					
2958	PINE	22	1,521	REM					
2959	OAK	11	380	PRES					
2960	OAK	9	254	REM					
2961	PINE	13	531	REM					
2962	PINE	10	314	REM					
2963	PINE	9	254	PRES					
2964	OAK	17	908	REM					
2965	CEDAR	8	201	PRES					
2966	PINE	20	1,257	REM					
2967	PINE	16	804	REM					
2968	PINE	16	804	REM					
2969	CEDAR	11	380	REM					
2970	PINE	21	1,385	REM					
2971	PINE	21	1,385	REM					
2972	PINE	21	1,385	REM					
2973	PINE	17	908	REM					
2974	PINE	16	804	REM					
2975	PINE	14	616	REM					
2976	CEDAR	7	154	REM					
2977	PINE	15	707	REM					
2978	PINE	20	1,257	REM					
2979	CEDAR	6	113	REM					
2980	PINE	24	1,810	REM					
2981	PLUM	6	113	REM					
2982	PINE	27	2,290	REM	HERITAGE				
2983	PINE	7	154	PRES					
2984	ELM	7	154	REM					
2985	OAK	10	314	REM					
2986	OAK	11	380	REM					
2987	ELM	7	154	REM					
2988	PINE	30	2,827	REM	HERITAGE				
2989	PINE	12	452	REM					
2990	OAK	6	113	REM					
2991	PINE	19	1,134	REM					
2993	PINE	24	1,810	REM					
2994	PINE	16	804	REM					
2995	OAK	13	531	PRES					
2996	CEDAR	8	201	PRES					
2997	OAK	26	2,124	PRES	HERITAGE				
2998	OAK	21	1,385	REM					
2999	CEDAR	6	113	PRES					
3000	CEDAR	7	154	PRES					
6101	HACKBERRY	6	113	REM		NON-P			
6102	POST OAK	11	380	REM					
6103	CEDAR ELM	7	154	REM					
6104	POST OAK	12	452	REM					
6105	POST OAK	18	1,018	REM	HERITAGE				
6106	POST OAK	11	380	PRES					
6107	POST OAK	14	616	REM					
6108	POST OAK	16	804	REM	HERITAGE				
6109	POST OAK	9	254	REM					
6110	POST OAK	18	1,018	REM	HERITAGE				
6111	POST OAK	8	201	REM					
6112	POST OAK	16	804	REM	HERITAGE				
6113	POST OAK	8	201	REM					
6114	POST OAK	8	201	REM					
6115	POST OAK	14	616	REM					
6116	POST OAK	13	531	REM					
6117	POST OAK	15	707	REM	HERITAGE				
6118	POST OAK	12	452	REM					
6119	POST OAK	9	254	REM					
6120	POST OAK	11	380	REM					
6121	POST OAK	11	380	REM					
6122	POST OAK	21	1,385	REM	HERITAGE				
6123	POST OAK	12	452	REM					
6124	POST OAK	13	531	REM					
6125	POST OAK	9	254	REM					
6126	POST OAK	12	452	REM					
6127	POST OAK	13	531	REM					
6128	POST OAK	13	531	REM					
6129	CEDAR	13	531	REM					
6130	OAK	10	314	REM					
6131	POST OAK	11	380	REM					
6132	POST OAK	15	707	REM	HERITAGE				
6133	POST OAK	15	707	REM	HERITAGE				
6134	POST OAK	18	1,018	REM	HERITAGE				
6135	POST OAK	10	314	REM					
6136	POST OAK	11	380	REM					
6137	POST OAK	10	314	REM					
6138	POST OAK	15	707	REM	HERITAGE				
6139	POST OAK	12	452	REM					
6140	POST OAK	14	616	REM					
6141	CEDAR ELM	13	531	REM					
6142	POST OAK	15	707	REM	HERITAGE				
6143	POST OAK	13	531	PRES					
6144	POST OAK	12	452	REM					
6145	POST OAK	11	380	PRES					
6146	POST OAK	12	452	PRES					
6147	POST OAK	13	531	PRES					
6148	POST OAK	12	452	PRES					
6149	POST OAK	12	452	PRES					
6150	POST OAK	14	616	PRES					
6151	POST OAK	16	804	PRES	HERITAGE				
6152	CEDAR ELM	13	531	PRES					
6153	POST OAK	18	1,018	PRES	HERITAGE				
6154	POST OAK	15	707	PRES	HERITAGE				
6155	CEDAR ELM	11	380	PRES					
6156	POST OAK	12	452	PRES					
6157	POST OAK	12	452	PRES					
6158	POST OAK	18	1,018	PRES	HERITAGE				
6159	POST OAK	12	452	PRES					
6160	POST OAK	12	452	PRES					
6161	POST OAK	11	380	PRES					
6162	POST OAK	15	707	PRES	HERITAGE				
6163	POST OAK	13	531	PRES					
6164	POST OAK	12	452	PRES					
6165	POST OAK	12	452	PRES					
6166	POST OAK	10	314	REM					
6167	POST OAK	7	154	PRES					
6168	POST OAK	13	531	REM					
6169	ELM	10	314	REM					
6170	OAK	12	452	REM					
6171	POST OAK	12	452	REM					
6172	POST OAK	12	452	REM					
6173	POST OAK	14	616	REM					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
6174	POST OAK	14	616	REM					
6175	POST OAK	8	201	REM					
6176	POST OAK	16	804	REM	HERITAGE				
6177	POST OAK	15	707	REM	HERITAGE				
6178	POST OAK	17	908	REM	HERITAGE				
6179	PINE	8	201	REM					
6180	POST OAK	10	314	REM					
6181	POST OAK	11	380	REM					
6182	POST OAK	16	804	REM	HERITAGE				
6183	POST OAK	9	254	REM					
6184	POST OAK	19	1,134	REM	HERITAGE				
6185	POST OAK	18	1,018	REM	HERITAGE				
6186	HACKBERRY	7	154	REM		NON-P			
6187	POST OAK	11	380	REM					
6188	POST OAK	18	1,018	REM	HERITAGE				
6189	POST OAK	14	616	REM					
6190	POST OAK	10	314	PRES					
6191	POST OAK	14	616	PRES					
6192	POST OAK	16	804	PRES	HERITAGE				
6193	POST OAK	15	707	PRES	HERITAGE				
6194	POST OAK	11	380	REM					
6195	POST OAK	10	314	REM					
6196	LIVE OAK	9	254	REM					
6197	POST OAK	12	452	REM					
6198	POST OAK	13	531	REM					
6199	POST OAK	13	531	REM					
6200	POST OAK	9	254	REM					
6287	POST OAK	10	314	REM					
6288	POST OAK	17	908	REM	HERITAGE				
6289	OAK	13	531	REM					
6290	POST OAK	12	452	REM					
6291	POST OAK	14	616	REM					
6292	POST OAK	15	707	REM	HERITAGE				
6293	POST OAK	8	201	REM					
6294	POST OAK	18	1,018	REM	HERITAGE				
6295	POST OAK	14	616	REM					
6296	POST OAK	19	1,134	REM	HERITAGE				
6297	POST OAK	13	531	REM					
6298	POST OAK	15	707	REM	HERITAGE				
6299	OAK	8	201	REM					
6300	OAK	10	314	REM					
7975	POST OAK	15	707	PRES	HERITAGE				
7976	POST OAK	12	452	PRES					
7978	POST OAK	15	707	PRES					
7979	POST OAK	15	1,134	PRES	HERITAGE				
7981	POST OAK	14	616	PRES					
7982	POST OAK	18	1,018	PRES	HERITAGE				
7983	POST OAK	17	908	PRES	HERITAGE				
8001	OAK	17	908	REM					
8002	OAK	16	804	PRES					
8003	HACKBERRY	6	113	PRES		NON-P			
8004	HACKBERRY	9	254	PRES		NON-P			
8005	OAK	16	804	REM					
8006	ELM	9	254	REM					
8007	OAK	13	531	REM					
8008	OAK	16	804	REM					
8009	ELM	6	113	REM					
8010	ELM	8	201	REM					
8011	OAK	11	380	REM					
8012	HACKBERRY	8	201	PRES		NON-P			
8013	CEDAR	10	314	PRES					
8014	OAK	20	1,257	PRES					
8015	CEDAR	11	380	PRES					
8016	OAK	24	1,810	PRES					
8017	CEDAR	8	201	PRES					
8018	PINE	24	1,810	PRES					
8019	PINE	20	1,257	PRES					
8020	OAK	9	254	PRES					
8022	PINE	25	1,963	PRES	HERITAGE				
8023	PINE	14	616	PRES					
8024	PINE	22	1,521	PRES					
8025	PINE	7	154	PRES					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
8301	OAK	10	314	PRES					
8302	OAK	17	908	PRES					
8303	PINE	8	201	PRES					
8304	PINE	8	201	PRES					
8305	PINE	12	452	PRES					
8306	PINE	14	616	PRES					
8307	ELM	8	201	PRES					
8308	PINE	18	1,018	PRES					
8309	PINE	11	380	PRES					
8310	PINE	17	908	PRES					
8311	ELM	11	380	PRES					
8312	ELM	7	154	PRES					
8313	ELM	6	113	PRES					
8314	PINE	9	254	PRES					
8315	CEDAR	10	314	PRES					
8316	CEDAR	8	201	PRES					
8318	OAK	11	380	PRES					
8319	OAK	9	254	PRES					
8320	OAK	13	531	PRES					
8322	OAK	11	380	PRES					
8324	CEDAR	8	201	PRES					
8325	OAK	7	154	PRES					
8326	OAK	8	201	PRES					
8327	OAK	12	452	PRES					
8328	OAK	12	452	PRES					
8329	OAK	8	201	PRES					
8330	OAK	8	201	PRES					
8331	OAK	6	113	PRES					
8332	OAK	19	1,134	PRES					
8333	OAK	24	1,810	PRES					
8334	OAK	7	154	PRES					
8335	OAK	9	254	PRES					
8336	ELM	6	113	PRES					
8337	OAK	17	908	PRES					
8338	CEDAR	6	113	PRES					
8339	OAK	17	908	PRES					
8340	OAK	9	254	PRES					
8341	OAK	9	254	PRES					
8342	OAK	9	254	PRES					
8343	HACKBERRY	6	113	PRES		NON-P			
8344	OAK	15	707	PRES					
8346	ELM	6	113	PRES					
8347	OAK	8	201	PRES					
8348	OAK	6	113	PRES					
8349	OAK	8	201	PRES					
8350	OAK	16	804	PRES					
8351	OAK	7	154	PRES					
8352	OAK	20	1,257	PRES					
8353	OAK	8	201	PRES					
8354	OAK	12	452	PRES					
8355	CEDAR	9	254	PRES					
8356	OAK	13	531	PRES					
8357	OAK	11	380	PRES					
8358	OAK	14	616	PRES					
8359	OAK	23	1,662	PRES					
8360	OAK	14	616	PRES					
8361	OAK	14	616	PRES					
8362	ELM	8	201	PRES					
8363	ELM	9	254	PRES					
8364	OAK	10	314	REM					
8365	OAK	9	254	REM					
8366	OAK	14	616	REM					
8367	OAK	15	707	REM					
8368	OAK	20	1,257	PRES					
8369	OAK	14	616	PRES					
8370	OAK	12	452	PRES					
8371	ELM	9	254	PRES					
8372	CEDAR	7	154	REM					
8373	OAK	13	531	REM					
8374	CEDAR	13	531	PRES					
8376	OAK	15	707	PRES					
8379	OAK	11	380	REM					
8380	OAK	13	531	REM					
8381	OAK	17	908	REM					
8382	CEDAR	10	314	PRES					
8383	OAK	16	804	REM					
8384	OAK	8	201	REM					
8385	OAK	10	314	REM					
8386	OAK	11	380	REM					
8387	OAK	14	616	REM					
8388	OAK	12	452	REM					
8389	OAK	11	380	REM					
8390	CEDAR	10	314	PRES					
8392	OAK	6	113	REM					
8393	CEDAR	8	201	REM					
8394	ELM	6	113	REM					
8395	OAK	19	1,134	REM					
8396	CEDAR	6	113	REM					
8397	OAK	6	113	REM					
8398	CEDAR	9	254	PRES					
8399	OAK	7	154	REM					
8400	CEDAR	8	201	REM					
8401	OAK	14	616	PRES					
8402	OAK	7	154	PRES					
8403	OAK	16	804	PRES					
8404	OAK	11	380	PRES					
8405	OAK	15	707	PRES					
8406	ELM	13	621	PRES					
8407	OAK	25	1,963	PRES					
8408	OAK	11	380	PRES					
8409	OAK	19	1,134	PRES					
8410	ELM	6	113	PRES					
8413	OAK	19	1,134	PRES					
8414	OAK	20	1,257	REM					
8415	OAK	13	531	REM					
8416	OAK	7	154	REM					
8417	OAK	7	154	REM					
8418	OAK	15	707	PRES					
8419	ELM	9	254	REM					
8420	ELM	7	154	PRES					
8421	ELM	12	452	PRES					
8422	CEDAR	11	380	PRES					
8423	CEDAR	9	254	PRES					
8424	OAK	19	1,134	PRES					
8425	CEDAR	19	1,134	PRES					
8426	OAK	6	113	PRES					
8427	OAK	8	201	PRES					
8428	OAK	12	452	PRES					
8429	OAK	11	380	PRES					
8430	OAK	20	1,257	PRES					
8431	HACKBERRY	8	201	PRES		NON-P			
8432	OAK	12	452	PRES					
8433	CEDAR	9	254	PRES					

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
8434	BRADFORD PEAR	7	154	PRES					
8435	OAK	7	154	PRES					
8436	CEDAR	15	707	PRES					
8437	OAK	20	1,257	PRES					
8438	OAK	20	1,257	PRES					
8439	CEDAR	10	314	PRES					
8440	CEDAR	10	314	PRES					
8441	OAK	20	1,257	PRES					
8442	OAK	15	707	PRES					
8443	OAK	7	154	PRES					
8444	CEDAR	10	314	PRES					
8445	CEDAR	12	452	PRES					
8446	OAK	22	1,521	PRES					
8447	HACKBERRY	8	201	PRES		NON-P			
8448	HACKBERRY	9	254	PRES		NON-P			
8601	OAK	16	804	PRES					
8602	ELM	8	201	PRES					
8603	PINE	22	1,521	PRES					
8604	BOIS D'ARC	7	154	PRES		NON-P			
8605	OAK	21	1,385	PRES					
8606	OAK	15	707	PRES					
8607	HACKBERRY	6	113	PRES		NON-P			
8608	HACKBERRY	8	201	PRES		NON-P			
8609	PINE	20	1,257	PRES					
8610	OAK	9	254	PRES					
8611	OAK	7	154	PRES					
8612	CEDAR	9	254	PRES					
8613	PINE	20	1,257	PRES					
8614	PINE	19	1,134	PRES					
8615	HACKBERRY	8	201	PRES		NON-P			
8616	OAK	7	154	PRES					
8617	OAK	11	380	PRES					
8618	OAK	19	1,134	PRES					
8619	OAK	9	254	PRES					
8620	OAK	25	1,963	PRES	HERITAGE				
8621	PINE	6	113	PRES					
8622	OAK	17	908	PRES					
8623	PINE	8	201	PRES					
8624	PINE	6	113	PRES					
8626	PINE	16	804	PRES					
8627	PINE	15	707	PRES					
8628	OAK	22	1,521	PRES					
8629	PINE	17	908	PRES					
8630	PINE	18	1,018	PRES					
8631	PINE	12	452	PRES					
8632	PINE	14	616	PRES					
8633	PINE	16	804	PRES					
8634	OAK	6	113	PRES					
8635	OAK	7	154	PRES					
8636	PINE	16	804	PRES					
8637	HERCULES CLUB	11	380	PRES		NON-P			
8638	OAK	8	201	PRES					
8639	OAK	6	113	PRES					
8640	CEDAR	9	254	PRES					
8641	CEDAR	6	113	PRES					
8642	OAK	22	1,521	PRES					
8643	OAK	6	113	PRES					
8644	CEDAR	6	113	PRES					
8645	CEDAR	8	201	PRES					
8646	OAK	7	154	PRES					
8647	OAK	23	1,662	PRES					
8648	PINE	22	1,521	PRES					
8649	OAK	6	113	PRES					
8650	OAK	22	1,521	PRES					
8651	CEDAR	13	531	PRES					
8652	OAK	14	616	PRES					
8653	OAK	6	113	PRES					
8655	ELM	6	113	REM					
8660	PINE	16	804	PRES					
8661	CEDAR	7	154	PRES					
8662	CEDAR	9	254	PRES					
8663	HERCULES CLUB	7	154	PRES		NON-P			
8664	OAK	22	1,521	PRES					
8665	CEDAR	10	314	PRES					
8666	BRADFORD PEAR	7	154	PRES					
8667	ELM	10	314	PRES					
8668	CEDAR	7	154	PRES					
8669	BOIS D'ARC	6	113	PRES		NON-P			
8671	CEDAR	7	154	PRES					
8672	OAK	19	1,134	PRES					
8673	CEDAR	7	154	PRES					
8674	OAK	16	804	REM					
8675	CEDAR	10	314	PRES					
8676	CEDAR	10	314	PRES					
8677	OAK	7	154	REM					
8678	OAK	8	201	REM					
8679	CEDAR	14	616	REM					
8680	CEDAR	9	254	REM					
8681	OAK	8	201	REM					
8682	OAK	8	201	REM					
8683	OAK	9	254	REM					
8684	OAK	7	154	REM					
8685	OAK	7	154	REM					
8686	OAK	8	201	REM					
8687	OAK	8	201	REM					
8688	CEDAR	7	154	PRES					
8690	OAK	19	1,134	PRES					
8691	OAK	7	154	REM					
8692	OAK	6	113	PRES					
8693	OAK	8	201	PRES					
8694	OAK	10	314	PRES					
8695	OAK	6	113	PRES					
8696	PINE	21	1,385	PRES					
8697	HACKBERRY	12	452	PRES		NON-P			
8698	HACKBERRY	14	616	PRES		NON-P			
8699	OAK	7	154	PRES					
8700	OAK	16	804	PRES					
8896	OAK	8	201	PRES					
8898	OAK	13	531	REM					
8899	ELM	6	113	REM					
8900	OAK	9	254	PRES					



The Bluffs

The current preliminary Urban Forestry Plan has many trees that are not specific on tree identification, but rather give the common name of the genus. For example, many are listed simply as “oak” or “elm”. The instances where the exact tree species matters is when it is a size and/or species that determines whether or not it is a Heritage Tree (mitigation) or a Non-protected Tree (preservation percentage)

We will require verification and will perform a survey audit if this project moves to the next stage. In order to review this preliminary plan in the most code restrictive manner I have converted all of the non-specific tree species to what they are most likely to be (based on my knowledge of the site and experience auditing tree surveys in this area).

All “oaks” were converted to post oak. Some may be blackjack oak, but it does not matter (15 inches and larger for both species to be a heritage tree). The rest of the non-specific trees such as “elm” and “pine” were converted to the most likely species, but for the purposes of non-protected and heritage trees it makes no difference as long as they are something in the same genus. I have also updated mitigation for heritage trees and exclusion of non-protected tree species. The summary data I am providing is updated and will vary from the applicant’s submittal, but overall preservation percentages will be similar.

The following summary does not include the northern property and trees that are in the floodplain. That area has almost 100% canopy cover, but tree species and sizes are unknown. The area is approximately 83,505 sqft or 1.9 acres. It is all being preserved and will add to the numerator and denominator of the preservation calculation, with exception of any non-protected trees.

For the bulk of the site for which we have a tree survey, my assessment follows:

Total tree canopy – 11.699 acres

Required preservation – 5.849 acres (50%)

Provided – 6.221 acres (53%) (The addition of the floodplain could possibly bring this to 60%)

Required mitigation for removal of Heritage Trees – 549,385 sqft tree planting credit (275 large species tree plantings OR \$176,600 fee OR a combination of the two methods.

Once the lots are turned over to the builders, each lot will have to preserve 50% of the remaining tree canopy that is outside the residential building area (actual footprint + 10 foot buffer).

Chapter 5

Urban Forestry

Section 5.1 Purpose of This Chapter

The purpose of this chapter is to promote, conserve, and enhance the City's Urban Forest by:

- Recognizing the historical and cultural importance of the Eastern Cross Timbers and its impact on Colleyville
- Recognizing the environmental, economic, social, and aesthetic benefits of trees
- Encouraging and facilitating site planning and design which preserves trees and natural areas
- Protecting trees during construction
- Limiting the removal of trees
- Providing for the establishment of a diversity of native and adapted trees.

It is the further intent of this chapter to:

- Compliment *Destination Colleyville*, the City of Colleyville Comprehensive Master Plan
- Compliment The City of Colleyville Parks Master Plan
- Maintain and enhance Colleyville's identity as a Tree City USA.

Section 5.2 Authorization for Adoption of This Chapter

The regulations contained in this chapter have been adopted under the authority of *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality. This chapter is also adopted under the authority of *the Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 5.3 Variances and Appeals

Except where provided in this chapter, any person seeking approval of a development as required by this Land Development Code may request a variance from a requirement contained in this chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 5.4 Definitions

Definitions applicable to this chapter may be found in *Chapter 2 – Definitions* of this Land Development Code.

Section 5.5 Tree Removal and Damage

No person directly or indirectly shall cut down, destroy, remove, move, damage, or effectively destroy through damaging the roots, trunk or canopy, any tree without first obtaining the required approvals or permits as outlined in this chapter, unless otherwise exempted by the provisions of this chapter.

Section 5.6 Applicability

- A. Prior to the following activities, review and approval of that activity's compliance with this

chapter (Urban Forestry Review) shall be completed by the Administrative Official unless subject to the exemptions in Paragraph B:

1. Removal, damage, or adverse impact of any Protected Tree.
2. Construction or expansion of structures for which a building permit is required.
3. Demolition of structures.
4. Clearing, grading, excavation, filling, or paving on any site or property that has existing Protected Trees.
5. Subdivision of land into lots by Preliminary Plat, Final Plat, Minor Plat, or Replat.
6. Required site and landscape plan submittals for commercial or institutional uses as well as any site plans for a PUD, SUP, or other Zoning Case.

B. Exemptions to Urban Forestry Review:

1. Authorized City employees or contractors and authorized Franchise Utility employees or contractors may, in the course of official business, remove, damage, or adversely impact Protected Trees or portions thereof which exist in a dedicated public street right-of-way or a public utility easement which the City or Franchise Utility has an interest in. The removal, damage, or adverse impact shall be limited to the extent reasonably necessary to install, maintain, or replace utilities or infrastructure. If a Tree Preservation Plan is approved showing to preserve trees in public utility easement or street right-of-way dedicated for new or expanding streets, then those trees shall be preserved and protected per the approved plans. Ordinance O-98-1130 shall govern management and control of all trees within City street right-of-ways, City public parks, and City owned facilities.
2. Any of the above activities may be done without Urban Forestry Review on properties with an active single-family use that are zoned RE, R-40, R-30, R-20, & R-15 and where a habitable single-family home exists and is occupied as the primary residence of the landowner. If the landowner owns contiguous individual lots or tracts, the sum of all land shall be used to determine the size restriction of this exemption.
3. All landscape nurserymen shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the nursery premises which are planted and grown for the sale or intended sale to the general public.

Section 5.7 Tree Preservation and Canopy Cover

All new development and redevelopment, to include additions, shall provide a minimum site tree canopy coverage per this Section through preservation of existing trees on the same site and establishment of new trees on the same site.

A. Calculation of Tree Canopy:

1. The canopy area for each existing Protected Tree shall be assumed as a circle having a radius in feet equal to the DBH (Diameter at Breast Height) in inches of that tree. Example: A 10 inch DBH tree would have a canopy diameter of 20 feet and a canopy area of 314 square feet.
2. *Protected Tree*. A Protected Tree is defined as a woody perennial plant which has attained a DBH of six (6) inches or more and has an overall height of at least fifteen (15) feet. Mesquite (*Prosopis glandulosa*), Hackberry/Sugarberry (*Celtis laevigata*), Chinese Tallow (*Triadica sebifera*), Hercules' Club (*Zanthoxylum clava-herculis*), Honeylocust (*Gleditsia triacanthos*), Osage Orange (*Maclura pomifera*), Callery Pear (*Pyrus calleryana*), Chinaberry (*Melia azedarach*), Eastern Cottonwood (*Populus deltoides*) less than 18 inches DBH, and Eastern Redcedar (*Juniperus virginiana*) less than 13 inches DBH are excluded from this category and are considered Non-Protected Trees. Any Non-Protected tree used as a replacement (mitigation) tree or as a required tree on a commercial landscape plan shall require replacement (if removed) with a tree or trees that meet the caliper or canopy requirements for that lot, land use, or district.

3. The canopy area for each new tree shall be credited based on the categories of large, medium, and small canopy trees: Large – 2,000 sq. ft.; Medium – 1,000 sq. ft.; Small – 100 sq. ft. The Administrative Official shall develop, update, and maintain on file a list of tree species and their associated size category and canopy credit.
- B. Non-single-family residential uses:
1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Commercial Building Envelope (building footprint plus a five (5) foot buffer) shall be required.
 2. In addition to the minimum tree preservation as required in #1, provision of a minimum of 50% site tree canopy coverage on the lot outside the Commercial Building Envelope (building footprint plus a five (5) foot buffer) shall be required. This is accomplished through the preservation of existing trees and/or the supplemental planting of new trees per the tree planting credit in Paragraph 'A' above. See appendix 'A' for examples.
- C. Development or redevelopment of single-family residential uses on individual lots or tracts:
1. Preservation of a minimum of 50% of the Protected Tree Canopy outside the Residential Building Envelope (building footprint plus a ten (10) foot buffer) shall be required.
 2. In addition to the minimum tree preservation as required in #1, provision of a minimum of 50% site tree canopy coverage on the lot outside the Residential Building Envelope (building footprint plus a ten (10) foot buffer) shall be required. This is accomplished through preservation of existing trees and/or the supplemental planting of new trees per the tree planting credit in Paragraph 'A' above. See appendix "A" for examples.
- D. Additions and expansions to existing single-family residential uses on individual lots or tracts:
1. When an addition or expansion to the footprint of a single-family residence equals 50% or more of the existing footprint, the regulations per Paragraph 'C' above shall apply.
- E. Development of new single-family residential subdivisions:
1. Preservation of a minimum of 50% of the Protected Tree Canopy on the entire subdivision shall be required. The calculation shall include Protected trees located in newly dedicated streets (public or private), public water, sanitary sewer, gas, electric, telecommunication, drainage and general utility easements. The calculation shall exclude trees located in existing public utility easements containing existing in-service water, sanitary sewer, gas, electric, or telecommunication installations as well as additional public street right-of-way dedicated adjacent to an existing public or private street. The purpose of not excluding trees in new streets and easements is to promote subdivision design and layout that prioritize preservation of trees.
 2. Within the required primary building setback areas (non-buildable areas for primary structure), a minimum of 75% of the Protected Tree Canopy shall be preserved. This is a separate calculation from that in Paragraph E.1.
 3. Once the subdivision is constructed, all improvements are accepted by the City, the Administrative Official has inspected and verified compliance with required tree preservation, and Community Development has issued a letter of acceptance allowing submittal of new single-family building permits, then the preservation requirements of Paragraph C shall apply and each lot will be reviewed separately for tree preservation and planting based on that lots remaining trees and proposed location of single-family home.

F. Artificial Lots:

1. When more than 50% of a lot or tract being developed or redeveloped is to remain untouched by tree removal, grading, excavation, filling, paving, or building, then an artificial lot may be delineated around the portion being developed and serve as the basis for calculation of tree canopy preservation and coverage. The delineation should not leave small strips or gaps adjacent to property lines and should generally only leave out one side of a property. Review and pre-approval of delineation for artificial lots shall be required.

G. Dead, Declining, and Hazardous Trees:

1. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from inclusion in the review of tree preservation and canopy cover calculation.

Section 5.8 Heritage Trees

- A. Heritage Trees are those specimens that have attained a significant age and are the heritage of earlier residents of Colleyville or simply pre-date the community. All post oaks and blackjack oaks 15 inches DBH (Diameter at Breast Height) and larger, cottonwood, water oak, green and white ash 35 inches DBH and larger, and all other Protected Tree species 25 inches DBH and larger are hereby considered Heritage Trees.
- B. Removal of any Heritage Tree in any location shall require mitigation by one of the following options:
1. Plant trees with a total canopy credit of five (5) times the canopy area of the removed tree. Trees shall be planted on the same property that the Heritage Trees are removed unless an alternative location within the City is approved by the Administrative Official. The tree planting standards of Section 5.10 shall apply.
 2. Pay into the City of Colleyville Tree Fund at a rate of \$100 per DBH inch.

Section 5.9 Tree Protection Standards

The following procedures shall be followed for all construction projects which involve activity that requires Urban Forestry Review, unless an alternative is deemed appropriate by the Administrative Official.

A. Pre-Construction: The ensuing procedures shall be followed prior to construction.

1. All Preserved Trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height.
2. Lumber shall be wrapped vertically around the tree trunk and held in place with wire or any other non-damaging method if a tree is within ten (10) feet of the construction of a building or any other situation determined by the Administrative Official that would pose a physical risk to the tree trunk.
3. In order to prevent damage to low hanging limbs, anything that may be impacted by equipment shall be pruned according to ANSI A300 standards.
4. Each area of tree protection shall require temporary signage that indicates the area is a "Tree Protection Area" and to "Keep Out". A wording standard will be developed, updated, and maintained by the Administrative Official. The wording shall be in English

and Spanish and include the appropriate contact phone number with the City to report violations.

- B. During Construction: The following procedures shall be followed within the limits of the Critical Root Zone (CRZ) of any Preserved Tree for any activity that is subject to the requirements of this chapter.
1. No placement of materials intended for use in construction or waste materials accumulated due to excavation or demolition.
 2. No equipment may be cleaned or other liquids deposited. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.
 3. No signs, wires or other attachments, other than those of a protective nature shall be attached to the trees.
 4. No vehicular and construction equipment traffic or parking.
 5. Underground utilities shall be bored underneath trees' CRZ unless pre-approved by the Administrative Official.
 6. Irrigation systems shall be designed to NOT require trenching across the critical root zone of any tree unless otherwise approved by the Administrative Official.
 7. No digging, building, paving, or elevation changes.

. Section 5.10 Tree Planting Standards

All new trees required to be planted under this chapter shall meet the following standards.

- A. Minimum size shall be three (3) inch caliper for large and medium canopy trees and one and one-half (1.5) inches for small canopy trees, measured at six (6) inches above the root flare.
- B. Minimum spacing between trees is thirty (30) feet for large, fifteen (15) feet for medium, and eight (8) feet for small trees. Adjacent trees of different sizes shall meet the spacing requirement of the smaller tree.
- C. Trees shall be free from severe bark, cambium, or limb damage due to handling and planting.
- D. Trees shall be healthy and have minimal branch dieback.
- E. Trees shall have a single trunk or stem unless they are a small canopy tree whose ornamental value is attributed to having multiple stems.
- F. Trees shall not have co-dominant terminal leaders.
- G. Trees shall not be planted with the root collar below the soil and mulch shall not be piled up against the trunk.
- H. Newly planted trees shall be kept healthy and in good condition for a minimum of thirty-six (36) months, or three (3) years. If a newly planted tree does not survive, it shall be replaced with the same or similar tree type (large, medium, or small tree).
- I. Trees shall be selected from the City of Colleyville Preferred Tree Planting List, to be developed, updated, and maintained on file. Trees outside of the list require pre-approval by the Administrative Official.
- J. Trees shall not be planted in public utility easements or public street right-of-way without approval of the Administrative Official.

. Section 5.11 Permits

- A. Tree Removal Permit

1. An application for tree removal permit must be submitted, reviewed for compliance with this chapter, and approved prior to the removal of any tree.
- B. For trees that have become an immediate high hazard to persons or property, the hazard can be mitigated to a safe condition prior to permitting, but the tree parts and evidence of the damage should not be removed from the site unless sufficient photo evidence is taken in advance. An after-the-fact tree removal permit will be required within 30 days of the event and no fees or mitigation will be required as long as sufficient evidence of the hazard can be provided. If trees are removed prior to review or approval of a tree removal permit and no evidence can corroborate the hazard then the City may enforce the penalties of this chapter.
- C. Fees: All tree removal permits shall be accompanied by a check made payable to the City of Colleyville per the following schedule:
 1. A person that owns and has primary residence of a single-family home on a lot or combination of contiguous adjacent lots or tracts that total more than one (1) acre will not be charged a permit fee.
 2. All others will require a \$50 base fee plus an additional \$25 per Protected Tree that is to be removed.
 3. Any tree that the Administrative Official determines to be dead, declining beyond reasonable recovery effort, or that has a high or extreme hazard rating based on the ISA Basic Tree Risk Assessment that cannot be mitigated to a lower risk, shall be exempt from fees under this Section 5.11(C).

Section 5.12 Plan Submittals

All activity that requires Urban Forestry Review shall have the following plans submitted for review. The Administrative Official shall maintain and keep on file an outline for all specific items required on the following plans as well as any permit applications or additional documents required for review of each activity.

- A. Tree Survey: shall include, but is not limited to, an inventory of all Protected Trees on the property, property boundaries, property easements, existing structures and paving, tree trunk location, a unique tree identification number, common name or species, trunk Diameter at Breast Height (DBH), and an outline of the Critical Root Zone (CRZ). If there are no Protected Trees on the property the Administrative Official may waive this submittal.
- B. Urban Forestry Plan shall include, but is not limited to: property boundaries and easements; building setbacks; all Protected Trees; identify trees to be removed or preserved; outline the preserved trees' CRZ; show grade changes; show all new improvements such as structures, paving, major utilities; show locations, types, and sizes of new trees.

Section 5.13 Penalties and Violations

- A. Civil Penalty: The Administrative Official shall have the authority to impose a civil tree mitigation penalty on any person, firm, or corporation who causes any Protected Tree to be cut down, destroyed, removed, moved, damaged, or effectively destroyed through damaging the roots, trunk or canopy without first obtaining the required approvals or permits as outlined in this chapter. The violator shall choose one, or a combination of, the violation remedy options contained in this section. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed. Where the

DBH size of any tree cannot be measured due to that part of the tree being removed from the site or destroyed, the City shall have the authority to estimate the tree's DBH size based on any remaining physical evidence, photos, and documents.

1. Option 1. Tree Planting: The violator shall plant new trees with a canopy credit equal to five (5) times the canopy area of the removed trees. If the tree is a Heritage Tree, then the violator shall plant new trees with a canopy credit equal to ten (10) times the canopy area of the removed tree. All tree plantings shall meet the standards of Section 5.10. Trees shall be planted on the same property that the violation occurred unless an alternative location within the City is approved by the Administrative Official. A tree planting plan and timeline for installation of the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted prior to final inspections. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted.
 2. Option 2. Tree Fund: The violator shall pay into the City of Colleyville Tree Fund at a rate of \$250 per DBH inch of tree removed. If the tree is a Heritage Tree, then the violator shall pay \$500 per DBH inch of tree removed. Payment must be provided no later than 30 days after the Offense. In the event that the fees are not paid within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the fees are paid.
- B. Criminal Penalty: In addition to the civil penalties of this chapter, where any person, firm, or corporation violates or fails to comply with any provision or requirement of this chapter, the Administrative Official shall have the authority to issue a citation for a misdemeanor to any and all such persons, firms, or corporations, who upon conviction shall be fined not more than two thousand dollars (\$2,000.00) per violation. When the violation involves the cutting down, destruction, removal, or damage to a Protected Tree, each tree shall be considered a separate offense. Additionally, a separate offense shall be deemed committed upon each day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.

Section 5.14 Appeals

Any appeal to the provisions of this chapter and/or any appeal to a decision of the Administrative Official relative to the provisions of this chapter shall be heard by the City Council.

Section 5.16 Amendments

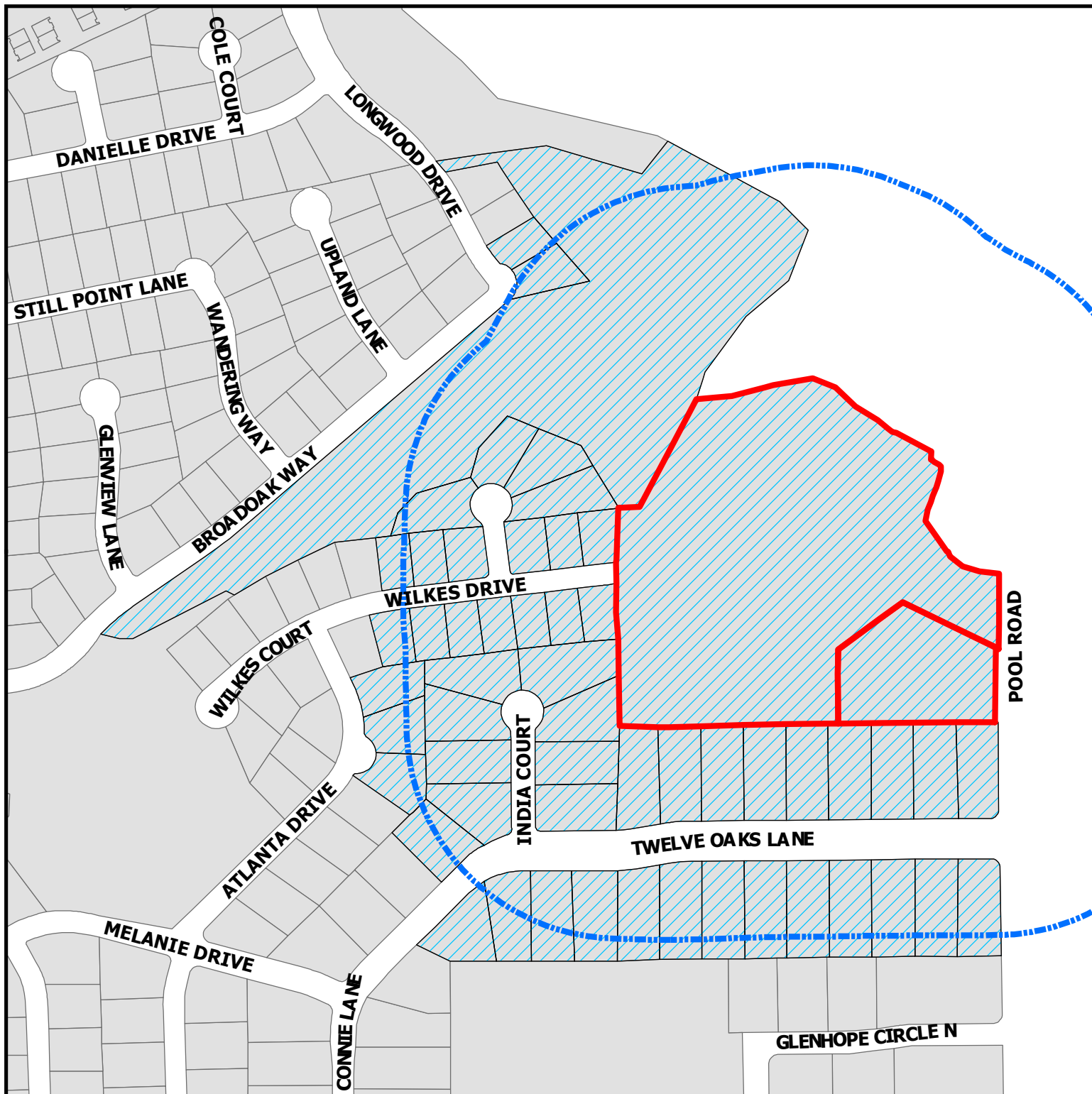
Reserved for listing of amendments to this chapter.

Ord. Number	Date	Subject
O-00-1214	4-18-00	Adoption of Tree Preservation in Land Development Code
O-09-1734	11-4-09	Amendments to Chapter 5 based on recommendations of consultant
O-14-1933	10/6/2014	Comprehensive amendments including incentives for preserving native tree stands, addition of fees, changes to penalties and other modifications
O-19-2073	01/22/2019	Substantial amendment to the chapter as part of a total LDC review

Appendix "A"



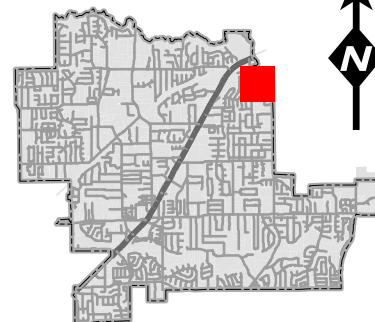
Notification Map



ZC22-036
2417 Wilkes Drive

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

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





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, October 10, 2022 at 7:00 p.m.
City Council Meetings: Tuesday, November 1, 2022 & Tuesday, November 15, 2022 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from the AG Agricultural and RE Single Family 'Estate' Residential district to the PUD-R Planned Unit Development - Residential district. The request is to rezone the property to allow for a new 21 lot subdivision, Wilkes Knoll. It proposes lot sizes ranging from approximately 15,500 sq.ft. up to 25,500 sq.ft., the average being approximately 19,500 sq. ft.

Zoning Case: ZC22-036

Applicant: Curtis Young

Owner: Mark Goodwin

Location: 2417 Wilkes Drive & 6900 Pool Road

Property Description: Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition

Present Zoning: AG Agricultural and RE Single Family 'Estate' Residential

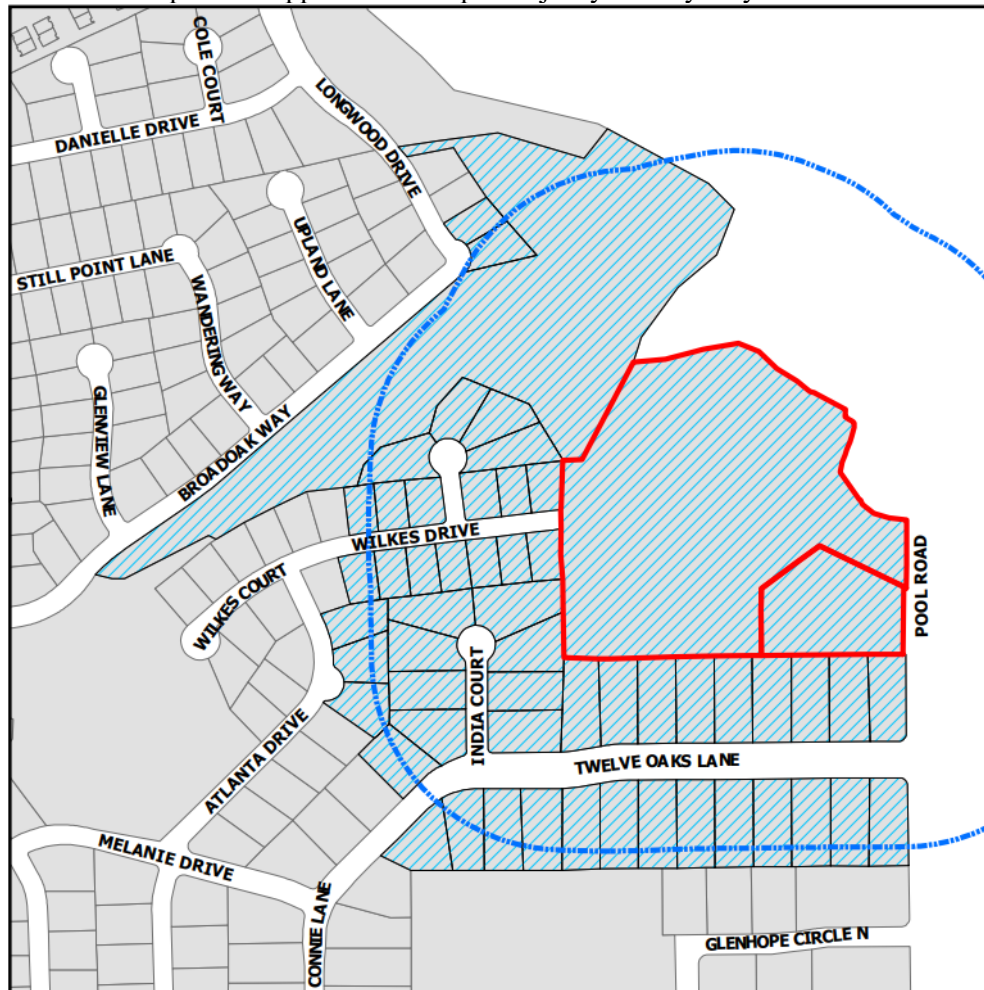
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

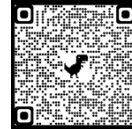
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

NOTICE OF PUBLIC HEARING

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



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Planning Manager
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
ABSHIRE, RICHARD	2606 TWELVE OAKS LN	COLLEYVILLE, TX
ACTKINSON, K TRS	2500 TWELVE OAKS LN	COLLEYVILLE, TX
AGUIRRE, JASON	2402 WILKES DR	COLLEYVILLE, TX
ALVARADO, ALEX	2407 TWELVE OAKS LN	COLLEYVILLE, TX
ANDERSON, CHARLES	2414 WILKES DR	COLLEYVILLE, TX
BLAXTON, MATHEW	6903 LONGWOOD DR	COLLEYVILLE, TX
BRADY, MICHAEL	2406 TWELVE OAKS LN	COLLEYVILLE, TX
BURKE, MICHELLE E	2406 WILKES DR	COLLEYVILLE, TX
CAMPBELL, CYNTHIA KAY	2410 WILKES DR	COLLEYVILLE, TX
CARROLL, ANTHONY L	2605 TWELVE OAKS LN	COLLEYVILLE, TX
CHAWNER, JOHN	2601 TWELVE OAKS LN	COLLEYVILLE, TX
COOK, PAUL	2411 WILKES DR	COLLEYVILLE, TX
COSAND, JEFFREY W	2604 TWELVE OAKS LN	COLLEYVILLE, TX
COWGILL, JARED	2600 TWELVE OAKS LN	COLLEYVILLE, TX
DAULERIO FAMILY REVOC TRUST	2603 TWELVE OAKS LN	COLLEYVILLE, TX
DELUCA, SALVATORE	2404 WILKES DR	COLLEYVILLE, TX
DRIES ERIK	2503 TWELVE OAKS LN	COLLEYVILLE, TX
EGAN, ROBERT ELLIOTT	2410 TWELVE OAKS LN	COLLEYVILLE, TX
FARRELL, MICHAEL T	2504 TWELVE OAKS LN	COLLEYVILLE, TX
GASKA, ANDREW PETER	6801 INDIA CT	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
HEARN, ELIZABETH	2409 WILKES DR	COLLEYVILLE, TX
HEMINGER, VICTORIA	6804 ROCKBROOK CT	COLLEYVILLE, TX
HOWARD FAMILY REVOC LIVING TRUST	2509 TWELVE OAKS LN	COLLEYVILLE, TX
JOHANNESSEN, CAROL J	2507 TWELVE OAKS LN	COLLEYVILLE, TX
JORDAN, HENRY	2505 TWELVE OAKS LN	COLLEYVILLE, TX
KIRKPATRICK, D A	2403 WILKES DR	COLLEYVILLE, TX
LAVAS, TIMOTHY J	2405 WILKES DR	COLLEYVILLE, TX
MARTINEZ, STEFANIE	2508 TWELVE OAKS LN	COLLEYVILLE, TX
MCKENNEY, ROSS S	2607 TWELVE OAKS LN	COLLEYVILLE, TX
MILLER, ROBERT	2407 WILKES DR	COLLEYVILLE, TX
MOHAWK LIVING TRUST	6800 INDIA CT	COLLEYVILLE, TX
MOORE, ERIC M	6805 ATLANTA DR	COLLEYVILLE, TX
NEAL, RONALD	2501 TWELVE OAKS LN	COLLEYVILLE, TX
NORRIS, MICHAEL	2602 TWELVE OAKS LN	COLLEYVILLE, TX
ORLER, JOHN J	2408 TWELVE OAKS LN	COLLEYVILLE, TX
PADILLA, MARCO A	6901 LONGWOOD DR	COLLEYVILLE, TX
PORTER, WILLIAM G	2506 TWELVE OAKS LN	COLLEYVILLE, TX
REED, CLAY P	6806 ROCKBROOK CT	COLLEYVILLE, TX
RICHARD, RANDALL M	6709 INDIA CT	COLLEYVILLE, TX
ROBERT & RITA MARIE ZEBIAN REVOC TRUST	6708 INDIA CT	COLLEYVILLE, TX
ROBERTSON, BARRY E	2415 WILKES DR	COLLEYVILLE, TX
ROBINSON, DANIEL	6802 INDIA CT	COLLEYVILLE, TX
ROSS DOWNS ESTATES	4113 GATEWAY DR STE 100	COLLEYVILLE, TX
SCHAEFER, JOHN W	6803 ATLANTA DR	COLLEYVILLE, TX
STEWART, BRIAN	2502 TWELVE OAKS LN	COLLEYVILLE, TX
STONE, BRYCE	6802 ROCKBROOK CT	COLLEYVILLE, TX
TAYLOR, STACEY	4501 SHADYCREEK LN	COLLEYVILLE, TX
THOMPSON, TERESEA	2409 TWELVE OAKS LN	COLLEYVILLE, TX
TICHACEK, PAUL V	2403 TWELVE OAKS LN	COLLEYVILLE, TX
TRIMBLE, DENNIS	6803 INDIA CT	COLLEYVILLE, TX
UNIQUE FORTUNE LLC	400 N CARROLL AVE	SOUTHLAKE, TX
VANZANT, JEFFERY	2412 WILKES DR	COLLEYVILLE, TX
WARD, SALLY	6801 ATLANTA DR	COLLEYVILLE, TX

WASSON, STEVEN W
WATERWORTH FAMILY REVOC TRUST
WEIR, RICKY G
YOUNG, CURTIS

2413 WILKES DR
6808 ROCKBROOK CT
2405 TWELVE OAKS LN
1130 N CARROLL AVE STE 200

COLLEYVILLE, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
SOUTHLAKE, TX

Opposition for The Bluffs at Colleyville Received as of Wednesday, February 15, 2023

All letters may be reviewed at the following link: <https://colleyville.files.com/f/2ce47bea8dd69050>

<u>Last Name</u>	<u>First Name</u>	
Acevedo	Neyra	
Actkinson	Karen	
Adams	Amy	
Aguirre	Jason	
Akins	Emily	
Aksamit	Paul	
Alexander	Carmen	
Alexander	Cheryl	
Alexander	David	
Alshire	Dale	
Alshire	Sue	
Alvarado	Alex	
Anciola	Araceli	Southlake
Ander	Dale	Grapevine
Anderson	Charles	2
Anderson	Payton	
Anderson	Teresa	
Anthony	Brenda	
Anthony	Katherine	Irving
Antonisse	Rene	
Apaliski	Anne-Marie	
Arce	Alexis	
Arsement	Daka	
Ash	Maureen	
Bailey	Chad	Grapevine
Bailey	Shirley	
Baker	Michelle	
Ballauer	Helen	Grapevine
Banta	Steve	
Bartman	Richard	
Bartman	Vicci	
Barton	Kristin	
Bashore	Michael	
Bashore	Stephanie	
Basu	Madhuri	
Bearrie	John	
Beggs	Ann	
Beggs	Darla	
Bellucci	Denise	
Benzick	Uma	
Blair	Dana	
Boatman	Beth	
Bohannon	Jennifer	
Bonhard	Eric	
Borkowski	Patricia	
Boswell	Kara	

Boughton	Chandra	Grapevine
Bowman	Kirk	
Bowman	Nancy	
Boyer	Kimberly	
Bransky	Dawn	
Bristol	Tracy	
Brittain	Ben	
Britten	Lacy	
Brock	Maria	
Brockman	Jennifer	
Bronk	John	
Browder	John	
Brown	Bing	Grapevine
Brown	Gina	Grapevine
Brown	Karin	
Bryant	Consolata	
Burek	Sheryl	
Burke	Kaye	
Burke	Kenneth	
Burles	Patricia	
Burton	Jennifer	Bedford
Cammack	Jeannie	
Campbell	Cyndi	
Capello	Melissa	
Capelo	Renee	
Capelo	Roderick	
Carr	Kemal	
Carrasco	Tricia	
Carrocci	Paul	
Carroll	Jessica	
Carson	Bill	
Castillo	Roger	
Castleberry	Clayton	Grapevine
Cauwels	Diane	Grapevine
Chapman	Tessa	
Chartier	Melissa	
Chaszewski	Deb	
Chatelain	Gary	
Cherek	Ali	
Chibli	Maricela	
Choate	John	
Cisek	Kim	
Civitano	Kathleen	
Clark	Charles	
Clark	Janemarie	
Clemens	Kyle	
Cockerham	Vicki	
Collier	Kim	
Collum	Amy	

Condon	John	
Connell	Kelli	
Connor	Colleen	
Conover	Cody	
Cook	Mark	
Cook	Paul	
Cooper	Danielle	
Corder	Mark	
Corey	Jillian	
Corey	Michael	
Cotten	Leon	
Cowgill	Angie	
Cowgill	Jared	
Cox	John	
Crabtree	Thomas	
Crawford	Kristen	
Cross	Melissa	
Cywinski	Laura	
Dacus	Michele	
Daniels	Anita	Grapevine
Daulerio	Jane	
Davis	Astyn	
Decker	Scott	
Dellecase	Emmanuel	
DeLuca	Salvatore	
DeLuca	Sharon	
deMarrais	Ashley	
Denne	Jennifer	
DePue	Jim	
DeSarno	Joyce	
DeSarno	Rodger	
Dielman	Karen	
Dinh	Mary	
Dixon	Lisa	
Dodds	Jean	
Domenick	Ronni	Grapevine
Drautz	Gene	
Drautz	Sue	
Dries	Dena	
Drost	Allison	
Drost	Corrine	
Duarte	Ben	
Duarte	Carla	
Duff	Jill	
Duncan	Nancy	Grapevine
Dunn	Don	
Dunn	Donna	Grapevine
Dunn	Tracy	
Dwyer	Jenna	

Dyson	Anne	
Dyson	Jeff	
Dzura	Patricia	
Edington	Cindy	
Edwards	Brian	
Elmore	Carole	
Emerson-Ennis	Judith	
Engelhardt	David	
Erdner	Carol	
Farinella	Heidi	
Fazio	Gary	
Fennelly	Robert	
Fiegel	Jeffrey	
Fields	Paul	Grapevine
Finnigan	Jay	
Fisher	Jax	
Fisher	Joyce	
Fisher	Pat	
Fisher	Thomas	
Fittz	Dean	
Flamm	Lisa	
Flynn	Jamie	
Ford	Hollee	
Foster	Monica	
Freeman	Dori	
Freeman	Tim	
Gable	Mike	
Gable	Patricia	
Gallian	Elizabeth	
Galloway	Greg	
Gaska	Andrew	
Gassert	Scott	
Gauer	Frances	
George	James	
Gerhardt	Heidi	
Gettig	Phillip	
Gilani	Amy	
Ginevich	Rost	
Glatz	Greg	
Glatz	Shana	
Goldberry	Gerremy	
Golden	Jo Lynn	
Grant	Jim	
Grant	Kim	
Graves	Valerie	
Green	Alan	
Grieco	Russ	
Griffin	Jon	Grapevine
Griffith	Anna	

Guilford	Lori	
Guthrie	Monty	
Haake	Erio	
Haaker	Shelley	
Hamilton	Jeannette	Grapevine
Hamrich	Stephen	
Harig	Jessica	
Harrison	Mendy	
Harvey	Carol	
Hasselle	Bonnie	
Hasselle	Mike	
Hassemer	Jody	
Hawkins	Donna	
Hawthorne	Kim	
Hays	David	
Hearn	Elizabeth	
Hearn	Marc	
Hearn	Sam	
Heller	Kathy	
Helmes	Quenton	
Heminger	Victoria	
Hennessee	Shelley	
Hennessey	Kate	
Heppenstall	Kari	
Hernandez	Jacob	*Unsure of last name
Hernandez	Joseph	*Unsure of last name
Hickey	Cheryl	Hurst
Hickfang	Scott	
Hicks	Jinky	
Hill	Susan	
Hoffman	Michele	Grapevine
Horton	Scott	
Horton	Tony	
Hott	Dawn	
Hott	Michael	
Housepain	Donna	
Housepain	Ma	
Houser	Steve	Wylie
Howard	Brian	
Hubnik	Melody	
Huckins	Brett	
Hudda	Samina	
Isley	Leslie	
Iven	Sarah	
Jacobi	Nancy	
Jahner	Lori	
Jaynes	Clint	
Jeanes	Fredric	
Jensen	Rosane	Grapevine

Johannessen	Carol	
Johnson	Jennifer	
Johnson	Parker	
Jones	Canice	
Jones	Jonathan	
Jordan	Henry	
Kaiser	Ramiz	
Kane	Marietta	
Kaviani	Pari	
Kazi	Sharon	
Keeley	Julia	
Kelley	Ann	
Kelley	Wade	
Kelly	Patricia	Grapevine
Kendall	Charles	
Kendall	Janeen	
Keyes	Andrea	
Khalil	Manal	
Kiefer	Andy	
Kijowski	Sue	
Kinard	Lucas	
Kinnebrew	Samantha	
Kirkpatrick	David	
Kirkpatrick	Nancy	
Kitowski	Camden	
Klingelhoefer	Nicole	
Klotz	Stephen	
Konkle	Carolyn	
Kopp	Richard	
Kopp	Robert	
Korb	Garrett	
Kouzes	Kyle	
Kubo	Tracy	
Kungurtsev	Sveta	Grapevine
Kurtz	Bonnie	
Lambeth	Jeffrey	Grapevine
Lancor	Nancy	
Landfield	Teresa	
Langdon	George	
Lankford	Charles	
Lankford	Lisa	
Larkin	Linda	
Larson	Anthony	
Larson	Frank	
Larson	Jody	
Larson	Thomas	
Lathouwers	Kevin	
Lavas	Debbie	
Lavas	Tim	

Leathers	Kristine	
Lee	Mark	
Leeman	Laura	
Leonard	Brook	Grapevine
Lewis	Justin	
Lewis	Lloyd	
Liao	Sherry	
Liggett	Debbie	
Liggett	Ronnie	
Lindley	Gail	
Lindley	Swift	
Lively	Petra	
Logan	Deborah	
Long	Wendy	
Lord	Julie	
Love	Ken	
Lownds	Megan	
Lownds	Steve	
Lucht	Julie	
Luna	Perla	Grapevine
Lykins	Debbie	
Lynch	Ryan	
Maglio	Carol	
Mahoney	Mary	
Malin	Isabel	
Malley	Robert	
Marsh	William	
Marshall	Janet	
Marshall	Jonathan	
Martens	Ann	
Martin	Cori	
Martin	Margaret	
Martin	Matthew	
Martin	Teresa	
Martin	Teresa	
Mask	Carmen	
Matschulat	Joey	Grapevine
Mavis	Beverly	
McAnderson	Marvin	
McClure	Mindy	
McCully	Savannah	
McCurry	Kathy	
McDonald	Maggie	
McGarry	John	
McGee	Hannah	
McKenney	Ross	
McKenney	Sharon	
McKissick	Kevin	
McKnight	Wesley	

McLaughlin	Kristin	
Meadows	David	
Meyer	Carissa	
Meyers	Ollie	
Miller	Mark	
Miller	Michelle	
Miller	Rob	
Miller	Shirley	
Miller	Vic	
Mills	Lisa	
Mitchell	Kathy	
Molina	Claudia	
Monks	Thomas	
Montano	Maryna	
Montemayor	Pedro	
Moore	Bridget	
Moore	Cindi	
Moore	Eric	
Moore	Joshua	
Moore	Shari	Grapevine
Moreland	Jennifer	Grapevine
Morgan	Brian	
Morin	Pam	
Mullens	Melanie	
Musso	Anthony	
Nash	Robert	
Nasrallah	Christie	
Neal	Jenifer	
Neal	Ron	
Nelson	Keith	
Neuman	Tim	
Nguyen	Angelina	
Nguyen	Hung	
Nicholson	MaryAnn	
Nickel	David	
Nieschlag	Eyong	Grapevine
Nieschlag	Russell	Grapevine
Northup	Andy	
Oetman	Brandy	
Ogle	Suzanne	
Okwena	Gideon	
Oles	Phillip	
O'Neal	Brian	
O'Quinn	Pam	
O'Quinn	Pamela	
Osborne	Jill	
Ostman	Neal	
Paul	Carole	
Peek	Darcy	

Peiffer	Beth	
Peltier	Angela	
Peterson	Lisa	
Phillips	Gary	
Phillips	Susan	
Phoenix	Geri	
Pinero	Martin	
Piper	Heidi	
Pitzele	Julianne	
Polk	Lisa	
Pompetti	Lynne	
Porter	William	
Pratt	Emma	
Pratt	Kristen	
Prell	Rebecca	Grapevine
Prendergast	Colby	
Primm	Denise	
Prince	Rebecca	
Pruitt	Dennis	
Przano	Dawan	
Quinn	Diana	
Ransom	CJ	
Rasheed	Abdul	
Rashid	Saima	
Rawlinh	Scott	
Reardon	Sandra	
Reed	Aaron	
Reed	Brandy	
Reed	Clay	
Reed	David	
Reed	David	
Reed	Sue	
Reed	Thomas	
Reed	Valarie	
Reinhardt	Dawne	
Reising	Kelli	
Repass	Angie	
Richard	Angele	
Richard	Randall	
Richardson	Bobanne	
Richmond	Kathleen	
Rickards	Caroline	Hurst
Riddle	Leslie	
Roach	Debbie	
Roach	Don	
Roach	Susan	
Robert	Rebecca	
Roberts	Alison	
Robertson	Sandra	

Robinson	Dan	
Rodgers	Stuart	
Rogachuk	Suzanne	
Rogers	Kim	
Rogers	Kimberly	
Roso	Debbie	
Rottlans	Stephanie	
Rowe	Thomas	
Rup	Chris	
Rup	Jan	
Russell	Mary	
Salinsky	Jon	Grapevine
Salinsky	Shannon	Grapevine
Samaniego	Omar	
Sandy	Abby	Grapevine
Sangermano	Damita	Grapevine
Sargent	Stephen	
Sawyers	Norma	
Sayre	Larry	
Scanland	Colleen	
Schaefer	John	
Schaefer	Judith	
Schellen	Julie	
Schellen	Mike	
Schlotzhauer	Chris	
Schoffler	Jerome	
Schofield	Debra	
Schofield	Lyle	
Seales	Richard	
Seibert	Julie	
Seifert	Patricia	
Setser	Dallas	
Shahan	Jennifer	
Shankle	Stephanie	
Shelton	Lana	
Shetty	Sudhin	
Simpson	Jon	
Sims	Chris	
Sinex	Bradford	
Singles	Leslie	
Sirotnak	Michele	
Skotak	Pam	Hurst
Sligar	Brandi	
Smartis	Colette	
Smith	Bradley	
Smith	Ellie	
Smith	Felicia	
Smith	Matthew	
Soliman	Ayman	

Sporisky	Julie	
Stadler	Teresa	
Stanley	Joel	
Stanley	Lee	
Stark	Stephanie	
Stephens	Barb	
Sterrenberg	Robbin	
Stevens	Andrew	
Stewart	Brian	
Stewart	Pamela	
Stone	Ashley	
Stone	Ashley	
Stone	Bryce	
Strasner	Hillary	
Stubbe	Alison	
Stufflebeme	Sharon	
Summers	Gordon	
Swindell	Edie	
Szilagyi	Dan	
Szilagyi	Tracye	
Tadrous	Lucy	
Talbott	Julie	
Tallo	Jeremy	
Tang	Yuan	
Tanner	Ashley	
Taylor	Catherine	Grapevine
Teater	Sean	
Tennery	Patricia	
Thomas	Jenny	
Thompson	William	
Tichacer	Paul	
Tomanka	Gary	
Toney	Dave	
Trimble	Dennis	
Trimble	Karen	
Trimble	Sarah	
Tucker	Genna	
Ulery	Kristie	
Valenti	Cynthia	
Valliani	Currim	Hurst
Vanzant	June	
Vanzant	Michael	
Vegors	Jenn	Grapevine
Voelkle	Rhea	
Wagner	Julie	
Walker	Andrea	
Walton	Kim	
Warner	Regina	
Wasson	Jacqueline	

Wasson	Steven	
Waterworth	Leisa	
Watson	Margaret	
Weaver	James	
Wedemeyer	Elizabeth	
Weiler	Diana	
Weiler	Eric	
Weitzer	Amber	
Weitzer	Chris	
Welch	Paula	
West	Donna	
West	Terri	Trophy Club
Wewers	Mark	
Wheeler	Robert	
White	Chuck	
White	Kay	
White	Pat	
Wickstrom	Sandra	
Williams	Judy	
Williams	Kelli	
Williams	Michael	
Williky	Rob	
Willingham	Guy	
Wollin	Carol	
Wollitz	Mike	
Wood	Jean	
Yan	Xin	
Yeargin	Barbara	
Young	Stephen	
Zebian	Rita	
Zebian	Robert	
	Carlos	*Unsure of last name

ORDINANCE O-23-2233

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 13.89 ACRES BEING TRACT 1B1, 1C1, 1B2, AND 1B3, ABSTRACT 294, ROBERT CHOWNING SURVEY, AND LOT 1, BLOCK 1, CERO ADDITION, LOCATED AT 2417 WILKES DRIVE AND 6900 POOL ROAD FROM THE AG AGRICULTURAL DISTRICT AND RE SINGLE FAMILY 'ESTATE' RESIDENTIAL DISTRICT TO THE PUD-R PLANNED UNIT DEVELOPMENT – RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC22-036; 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 all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 13.89 acres, being Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road from the AG Agricultural district and RE Single Family 'Estate' district to the PUD-R Planned Unit Development – Residential zoning district, as depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is to allow for a single-family residential development of detached dwelling units.
- b. The property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Conceptual Site Plan, labeled as Exhibit "C", which shall not be considered the preliminary plat. The actual street and lot arrangement may differ from that shown on Exhibit "C" to accommodate topographic, drainage, engineering design limitations, or other conditions.
- b. The developer shall submit and receive approval from the City a Preliminary and Final Plat in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

- a. Single-family residences, detached; limited to no more than 18 lots as shown on the attached Development Plan.
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following R-20 zoning district and subject to the following provisions:

- a. Minimum Lot Size 20,015 s.f.
- b. Minimum Lot Width Eighty feet (80') measured at the building setback line, except pie-shaped cul-de-sac lots, in which case the minimum shall be seventy-five feet (75'), as shown on the Development Plan.
- c. Front Building Line 30 feet back of property line.
- d. Side Building Line 10 feet.
- e. Rear Building Line 25 feet.
- f. Maximum Lot Coverage 30%
- g. Maximum Impervious Coverage 60%
- h. Street-facing Side Yard Side yard setbacks on the street side of a corner lot, fronting on another street, shall all be 30'
- i. Minimum House Size 3,500 square feet.

5. Open Space

- a. This development shall provide not less than 20.66% common open space, which shall generally be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the Homeowner's Association.
- b. All amenities within the open space areas shall be maintained by the Homeowner's Association.
- c. All common open space along the internal streets shall be fully landscaped and irrigated with a combination of trees and shrubbery pursuant to an approved landscape plan. The common open space shall be owned, operated and maintained by The Bluffs at Colleyville Homeowners Association which shall have a mandatory membership of all homeowners and shall collect dues in amounts satisfactory to maintain the common open space. The Association shall have fine and lien rights as permitted by law to enforce compliance with the rules of the association.

6. SCREENING

- a. Perimeter fencing and screening shall be in compliance with the Wall/Fence Diagram included and shown on the Development Plan, labeled as Exhibit "C".
- b. Wood fencing will only be permitted between lots. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry. All lots adjacent to a common open space shall be open style fencing of decorative metal, and/or masonry.
- c. Where lots back to existing residential lots with fences, the existing fence shall be kept, maintained or improved in coordination with each owner, as shown in the diagram on the Development Plan and associated detailed diagrams. Where open space lots border adjacent properties, either the existing fence will be maintained or improved, or a decorative masonry or

metal fence will be installed, all in cooperation with the adjacent property owner, according to the detailed plans submitted with zoning.

7. ARCHITECTURAL FEATURES

- a. The dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco) or other material solely determined by The Bluffs HOA Architect Review Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable. The exterior of chimney flues shall be of masonry material acceptable to the Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials color, manufacturer and location. Garage Standard – Minimum of a three-car garage with wood-like, architecturally enhanced doors.
- b. Minimum Roof Pitch – Minimum of a 10:12 roof pitch unless architecturally required to vary, based on home style.
- c. Windows – No aluminum windows allowed in the subdivision, only windows of higher quality and every efficiency will be allowed. All windows will be insulated glass with a “low-e” specification.

8. OTHER

- a. Minimum of two (2) three-inch (3”) caliper trees per front yard, unless quality existing trees are present and saved. Fully landscaped and sprinklered front and rear yard within sixty days of completing a house.
- b. Street Design Standards:
 - o Right-Of-Way: Fifty feet (50’) (Undivided)

- o Travel Lane Width: Thirty-one feet (31'), back of curb to back of curb
- o Turning Radii: Fifteen feet (15')

- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of January 2023.

The second reading and public hearing being conducted on the 21st day of February 2023.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF FEBRUARY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

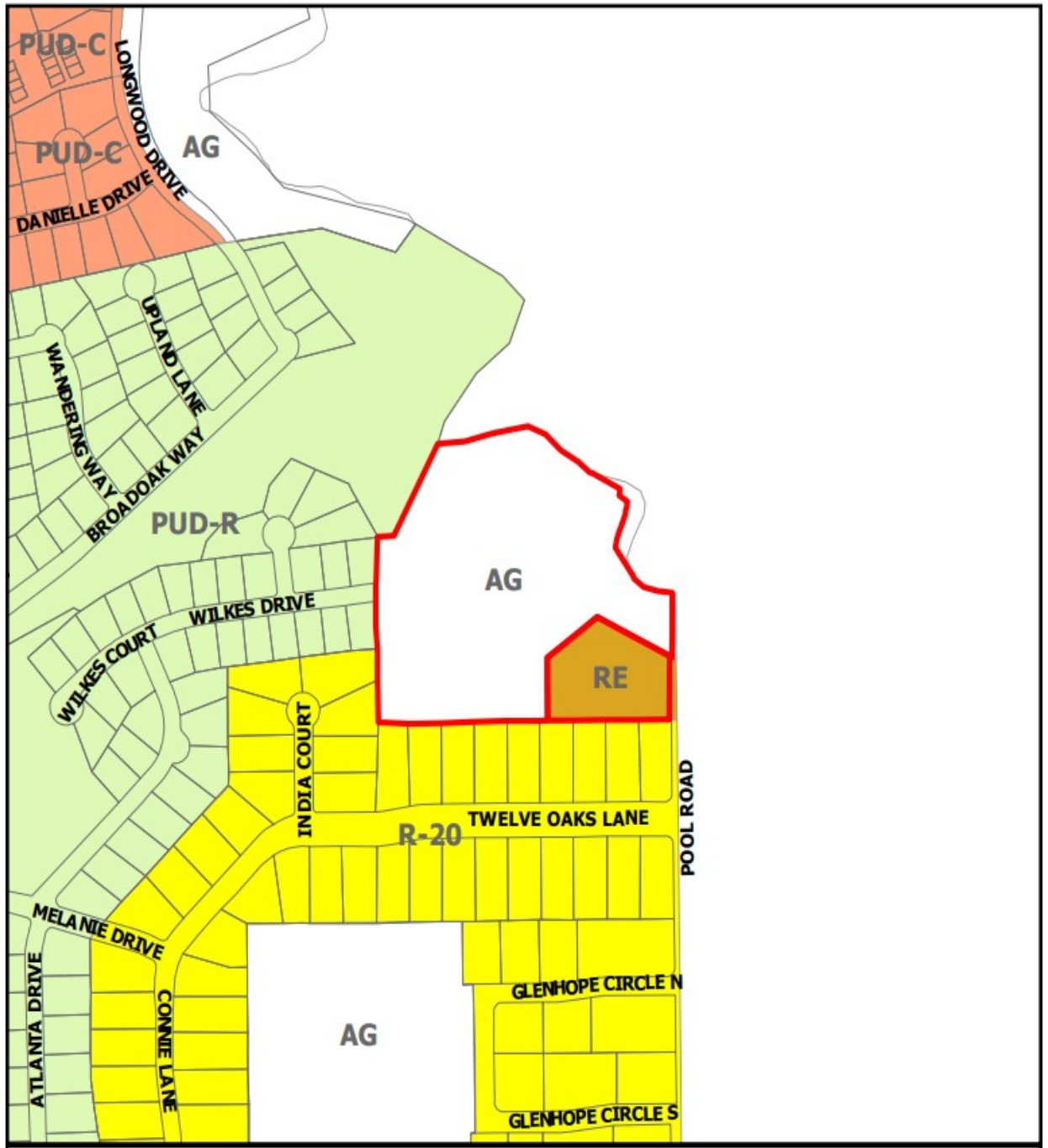


Exhibit "B" – Statement of Planning Objectives

The Bluffs at Colleyville

Colleyville, Texas

Zoning Narrative –30 SEPT 2022

WillowTree Development, LLC, Developer

Sage Group, Inc., Land Planner

Statement of Planning Objectives

The Bluffs at Colleyville is a proposed residential neighborhood to be developed by WillowTree Development, LLC, under the PUD-R Residential District regulations for residential development in the City of Colleyville. The approximately 14 acre property is located on the west side of Pool Road, just south of Big Bear Creek, which is also the Colleyville/Grapevine city limits.

Adjacencies: The property is adjacent to, and could almost be considered an extension of, the Ross Downs Estates neighborhood- as it is accessed through that neighborhood via Wilkes Drive. The Ross Downs Estates lots to the south (off of Twelve Oaks Lane) are ½ acre lots, but the section of Ross Downs Estates through which this property is currently accessed (from the west), is comprised of 10,000+ sf lots. To the north and east is Big Bear Creek, and the City of Grapevine.

The property is currently designated AG (Agriculture), so this would be the initial "development" zoning requested. The intent here is to rezone the entire property to PUD-R, unifying the property into one cohesive, master planned residential development of the highest quality. There is currently an occupied single-family home on the property, which will be removed as it is developed.

The proposed plan responds to, and in many ways reflects the neighborhoods and properties we are adjacent to. Where we are adjacent to the larger, ½ acre Ross Downs lots to the south, we are proposing half-acre lots; all lots will meet the minimum of 20,000 sf. We have designed the project to be compatible and in harmony with our adjacent neighbors, comply with the requirements of the PUD-R Ordinance, and to be consistent with the city's Comprehensive Plan. Overall density is 1.37 lots per acre.

Quality and compatibility with the adjacent residential, in this portion of Colleyville is essential, and we have designed this proposal with those goals in mind.

Access: The property currently only has one point of street access, determined when Ross Downs was approved and developed. Wilkes Drive currently dead-ends into the property on the west side. After discussions with the neighbors along Wilkes Dr. and elsewhere in Ross Downs- and hearing their concerns of having additional traffic along those streets, an additional property was acquired which will allow access directly from Pool Road. Because of this, we can implement an "emergency only" access at Wilkes Drive, thereby putting no additional traffic on Wilkes Drive and other Ross Downs streets.

The residences planned for The Bluffs at Colleyville will be upscale, with selling prices estimated to start at around \$2 million. Each home will be required to go through a design review process, prior to construction, to assure a high level of quality and design.

The Bluffs at Colleyville will be developed with the normal Colleyville public street section of 31' (back of curb to back of curb), in a 50' R.O.W., throughout the project.

There will be a requirement of at least two street trees for every residential lot to be installed by the home builders, adjacent to the street rights of way.

The existing and fully developed storm drainage has been carefully analyzed, and will be designed to meet all city regulations and not adversely affect any neighboring properties. The property generally drains to the north, directly into Big Bear Creek. Therefore, no detention ponds will be necessary.

To encourage pedestrian activity in the neighborhood, sidewalks will be built along the front of each lot. We also propose to provide a (not fully accessible) "nature trail," down into the flood plain area, which will also connect to the city sidewalk along Pool Road, allowing pedestrian connections to other neighborhoods, schools and other facilities along Pool Road.

The scale and orientation of the development has been designed to have an inviting visual flow with the existing neighborhoods and surrounding uses. The design criteria of the homes will create high quality designed homes in keeping with both the immediate neighborhood and Colleyville as a whole.

Development Schedule

The Bluffs at Colleyville will be developed in one phase, with development commencing upon the successful completion of the zoning and platting and the subsequent approval of the final plat and engineering plans. Construction of homes is anticipated to start immediately upon completion of the subdivision's infrastructure.

Economic Development Information

The Bluffs at Colleyville will have a total of nineteen (19) homes, each with an estimated average value upon completion of \$2,000,000, resulting in an overall tax base of over \$42,000,000. At the current tax rate of 2.2221%, the total taxes generated from the development are projected to be \$845,000, with over \$117,000 generated directly for the City at buildout.

Development Standards

Permitted Land Use:	Single Family Residential Detached
Minimum House Size:	3,500 square feet.
Minimum Lot Area:	20,000 s.f. (Average about 21,354 s.f.)
Minimum Lot Width:	Eighty feet (80') measured at the building setback line, except pie-shaped cul-de-sac lots, in which case the minimum shall be seventy-five feet (75'), as shown on the Development Plan.
Front Yard Setbacks:	Thirty feet (30') back of the property line
Rear Yard Setbacks:	Twenty-Five feet (25')
Side Yard Setbacks:	Ten feet (10').
Street-facing Side Yard:	Side yard setbacks on the street side of a corner lot, fronting on another street, shall all be 25'.
Street Standards:	The streets within The Bluffs at Colleyville are proposed to be standard Colleyville public streets. All sections will be built to the standard street section of 31' b/b paving, in a 50' Street ROW.
Minimum Roof Pitch:	Minimum of a 10:12 roof pitch, unless architecturally required to vary, based on home style.
Garage Standard:	Minimum of a three car garage with wood-like, architecturally enhanced doors.
Masonry Requirement:	The dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco) or other material solely determined by the Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable. The exterior of chimney flues shall be of masonry material acceptable to the Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials color, manufacturer and location.

Additional Elevation Requirements:	All plans will be reviewed by the The Bluffs at Colleyville Architectural Review Committee, to ensure structures and site features of the highest quality. Elevations will have a hierarchy of plate dominance featuring custom front doors and entrances; balanced architectural features and interests with natural tones for paint and exterior finishes. The elevations on all “four sides” shall be addressed in the design to present a finished appearance. Roofing will match the architectural style. Slate, tile composition or standing seam metal are examples. Each elevation should add interest to the entire streetscape.
Windows:	No aluminum widows allowed in the subdivision, only windows of higher quality and energy efficiency will be allowed. All windows will be insulated glass with a “low-e” specification.
Fencing:	Wood fencing will only be permitted between lots. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry. All lots adjacent to a Common Open Space shall be open style fencing of decorative metal, and/or Masonry. Where lots back to existing residential lots with fences, the existing fence shall be kept, maintained or improved in coordination with each owner, as shown in the diagram on the Development Plan and associated detailed diagrams. Where open space lots border adjacent properties, either the existing fence will be maintained or improved, or a decorative masonry or metal fence will be installed, all in cooperation with the adjacent property owner, according to the detailed plans submitted with zoning.
Streetscape Standards:	Minimum of two (2) three-inch (3”) caliper trees per front yard, unless quality existing trees are present and saved. Fully landscaped and sprinklered front and rear yard within sixty days of completing a house.
Open Space Maintenance:	The open space lots within the subdivision shall be maintained in a consistent, uniform manner by the The Bluffs at Colleyville Homeowners Association through dues collected from the individual homeowners. Membership in the Homeowner’s Association is mandatory.

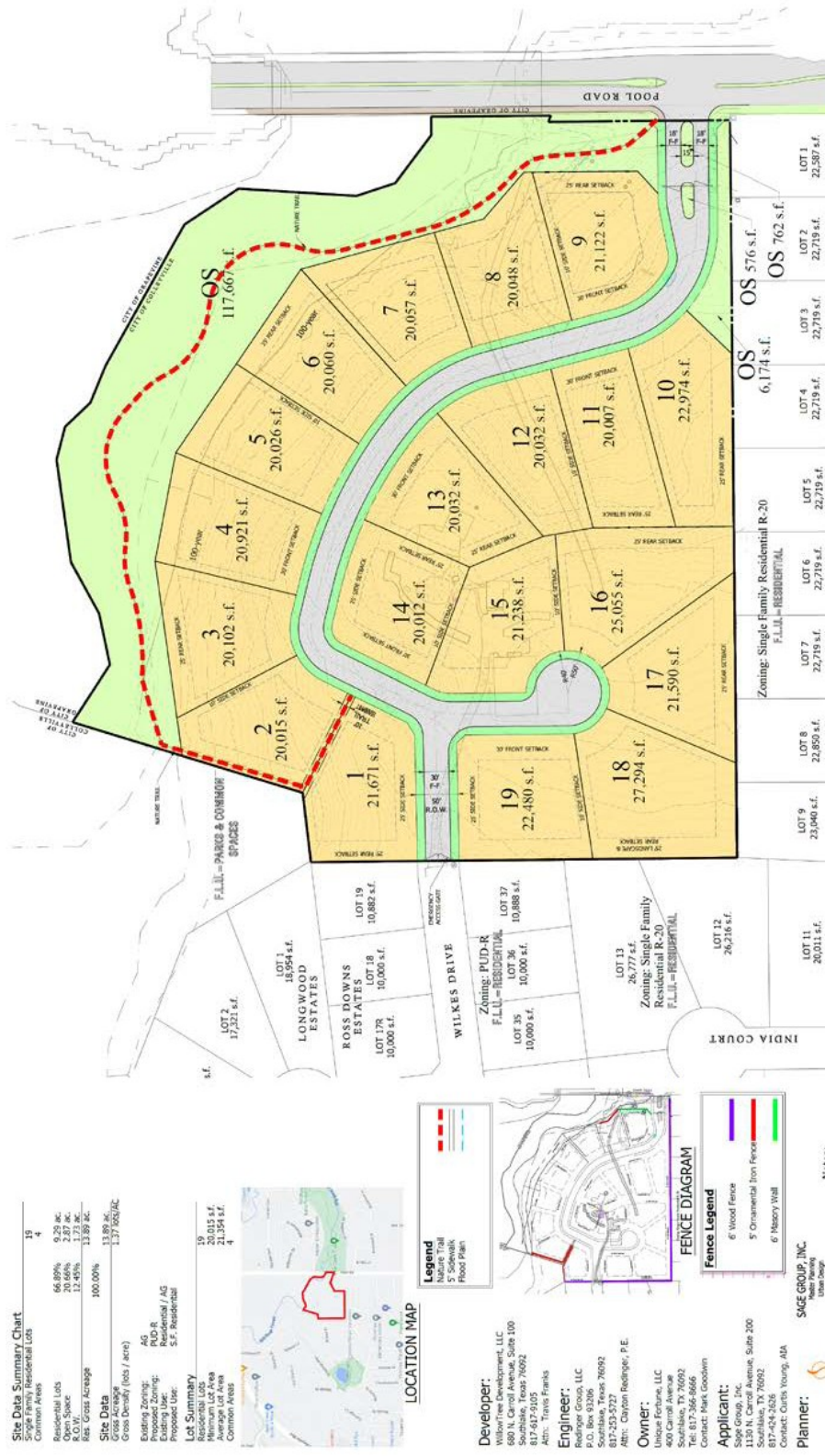
Street Design Standards:

Right of Way:	Fifty feet (50') (Undivided),
Travel Lane Width:	Thirty-one feet (31'), back of curb to back of curb.
Turning Radii:	Fifteen feet (15')

Open Space Standards:	All Common Open Space along the internal streets shall be fully landscaped and irrigated with a combination of trees and shrubbery pursuant to an approved landscape plan. The Common Open Space shall be owned, operated and maintained by The Bluffs at Colleyville Homeowners Association which shall have a mandatory membership of all homeowners and shall collect dues in amounts satisfactory to maintain the Common Open Space. The Association shall have fine and lien rights as permitted by law to enforce compliance with the rules of the association.
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Signage:	A monument sign identifying the subdivision shall be built at the entry from Pool Road.
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Exhibit "C" – Development Plan



The Bluffs at Colleyville

Development Plan

30 SEP 22 1" = 50'

Notes:

- Front setbacks are 30' Typical, except where noted.
- Side setbacks are 25' Typical, except where noted.
- Rear setbacks are 25' Typical, except where noted.
- Setbacks on corner lots: 25' street side

Developer:

WillowTree Development, LLC
6801 N. Carroll Avenue, Suite 100
Southlake, TX 76092
Tel: 817-487-5000

Engineer:

Attn: Travis Franks
Reidinger Group, LLC
P.O. Box 83206
Southlake, Texas 76092
Tel: 817-233-2327

Owner:

Unique Fortune, LLC
1130 N. Carroll Avenue, Suite 200
Southlake, TX 76092
Tel: 817-266-8666

Applicant:

Sage Group, Inc.
1130 N. Carroll Avenue, Suite 200
Southlake, TX 76092
Tel: 817-487-5000

Planner:

SAGE GROUP, INC.
1130 N. Carroll Avenue, Suite 200
Southlake, TX 76092
Tel: 817-487-5000

Colleyville, Tarrant County, Texas

PRELIMINARY UTILITY PLAN
THE BLUFFS AT COLLEVILLE
COLLEVILLE, TEXAS

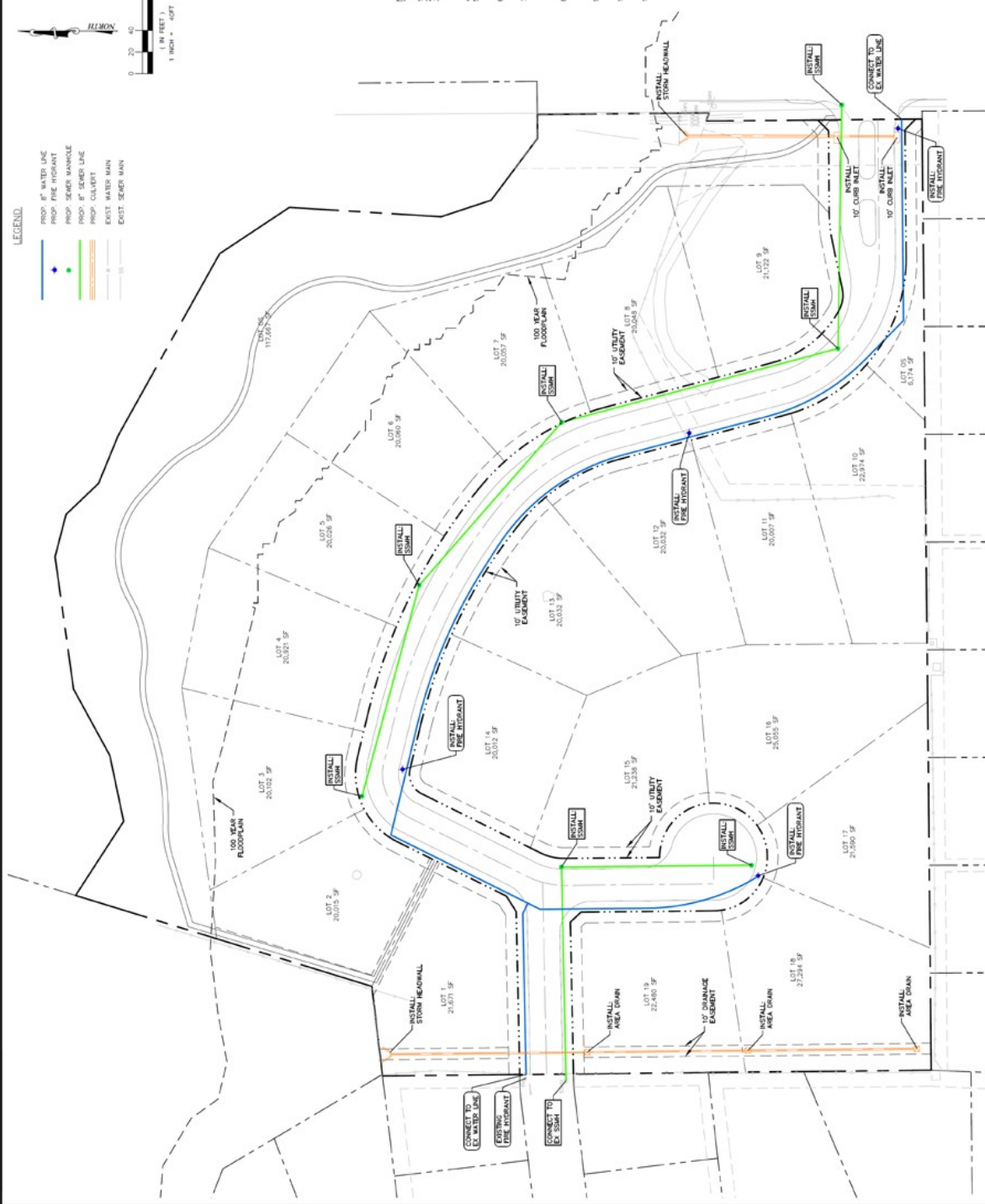
REIDINGER GROUP, LLC
P.O. BOX 9388
HOUSTON, TEXAS 77247
PH: 281.453.8177
FAX: 281.453.8177
WWW.REIDINGERGROUP.COM

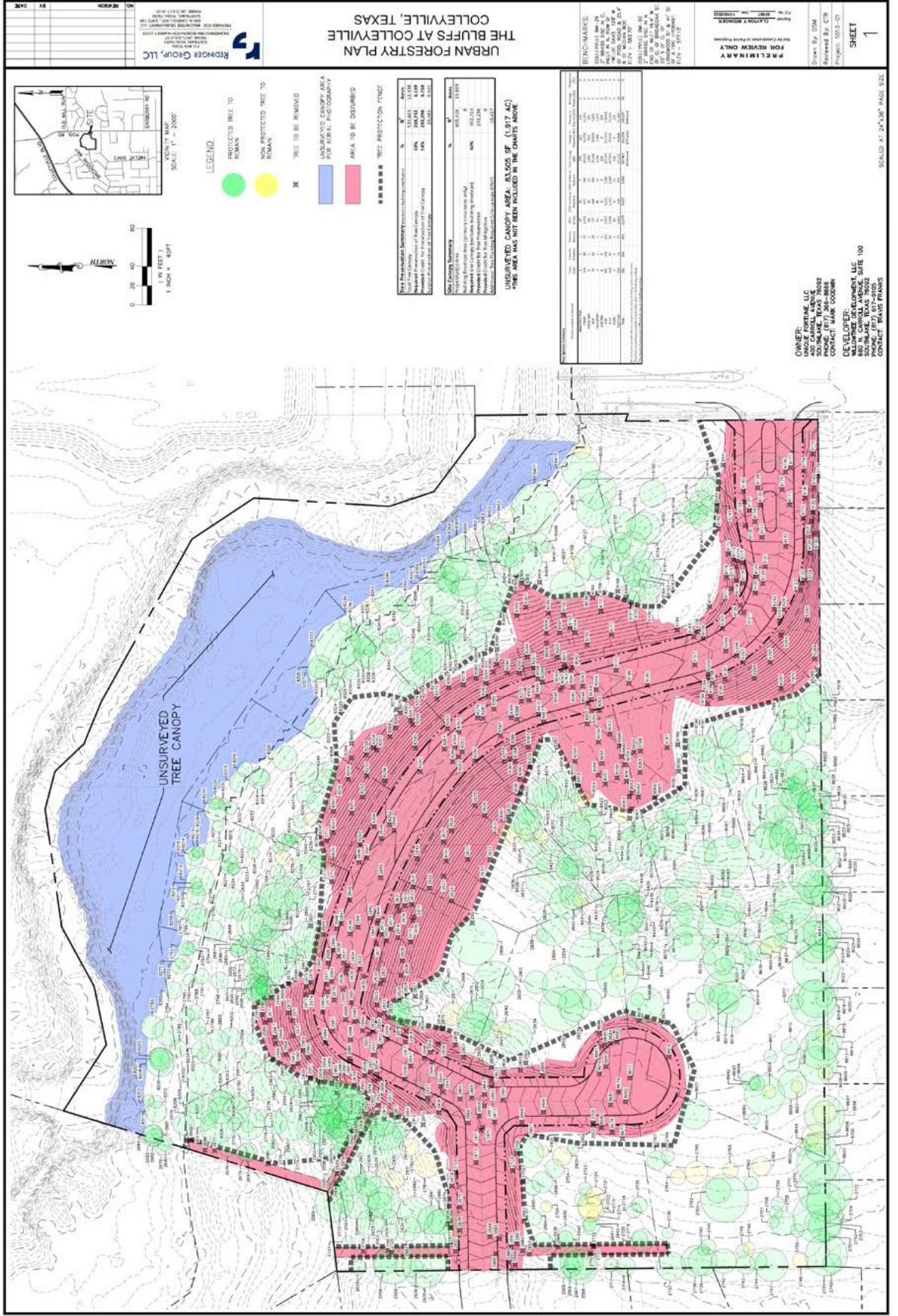


IND.

NOTES:

- [illegible]







City of Colleyville City Council Agenda Briefing

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

Agenda Number 8

Agenda Date 2/21/2023

Type Report

Department City Secretary

Title

Colleyville Center Advisory Committee Minutes - November 21, 2022

Planning and Zoning Commission Minutes - January 9, 2023

Planning and Zoning Commission Worksession Minutes - January 23, 2023

Attachments

1. Planning and Zoning Commission Minutes - January 9, 2023
2. Colleyville Center Advisory Committee Minutes - November 21, 2022
3. Planning and Zoning Commission Worksession Minutes - January 23, 2023



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, January 9, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on January 9, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, Jim Linn, Claudia Bevill, and Scotty Richardson

Absent: Tim Raine

Staff Present: Ben Bryner, Jacquelyn Reyff, and Dakari Hill

Also Present: Attorney, Nicole Corr

There was general discussion amongst Staff and the Commission regarding items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Meeting at 6:29 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on January 9, 2023, at 7:00 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, Jim Linn, Claudia Bevill, and Scotty Richardson

Absent: Tim Raine

Staff Present: Ben Bryner, Jacquelyn Reyff, and Dakari Hill

Also Present: Attorney, Nicole Corr

1. APPROVAL OF MINUTES

1a Planning and Zoning Commission Meeting Minutes – December 12, 2022

Commissioner Alphonso made a motion to approve the December 12, 2022 Planning and Zoning Commission Meeting Minutes. Commissioner Linn seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Linn, Bevill, and Richardson
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

2a Consideration of a Special Use Permit for a Massage Therapy use on a portion of Lot 18, Village at Colleyville Condos, located at 97 Village Lane, Suite 270, Case ZC22-034, TABLED FROM THE NOVEMBER 14, 2022 PLANNING AND ZONING COMMISSION MEETING, WITHDRAWN BY APPLICANT

2b Consideration of a Minor Plat with a plat waiver for lot width and side yard setbacks for Tract 2EE, Abstract 1248, Thomas J. Polson Survey, located at 400 Black Drive, Case PC22-018, TABLED FROM THE DECEMBER 12, 2022 PLANNING AND ZONING COMMISSION MEETING

Commissioner Syed made a motion to remove Case PC22-018 from the table. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Linn, Bevill, and Richardson
Nay: 0**

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Mike Garabedian, 1717 Buckingham Drive, Keller, TX, came forward and expressed to the Commission that the homeowners wished to only proceed with the waiver for lot width and not the waiver for side yard setbacks.

The public hearing was open at 7:06 p.m.

With no one wishing to speak, the public hearing was closed at 7:06 p.m.

**Commissioner Alphonso made a motion to approve Case PC22-018.
Commissioner Linn seconded the motion.**

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Linn, Bevill, and Richardson
Nay: 0**

2c Consideration of a Replat for Lots A1R-1R1 and A1R-1R2, Block 2, Pleasant Oaks Estates Addition, being Lot A1R-1R, Block 2, Pleasant Oaks Estates Addition, located at 600 Leta Lane, Case PC22-021

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Theresa Lines, 3207 St. Albans Circle, Colleyville, TX, came forward and expressed to the Commission that the request is to replat the property to match the original plat.

Mrs. Lines answered questions of the Commission regarding potential plans to sell one of the lots and willingness to rezone the property.

Staff answered questions of the Commission regarding the current zoning of the property.

The public hearing was open at 7:21 p.m.

With no one wishing to speak, the public hearing was closed at 7:21 p.m.

**Commissioner Groves made a motion to approve Case PC22-021.
Commissioner Richardson seconded the motion.**

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Linn, Bevill, and Richardson
Nay: 0**

2d Consideration of a Replat for Lot 3R, Block 1, Colleyville Estates, being Lot 3 E1/2 LT 2, Block 1, Colleyville Estates, located at 504 Colleyville Terrace, Case PC22-022

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, James Stevens, 6621 Hughes Drive, Watauga, TX, came forward

and expressed to the Commission that the replat will combine two lots.

Mr. Stevens answered questions of the Commission regarding the homeowner's willingness to rezone the property.

The public hearing was open at 7:26 p.m.

With no one wishing to speak, the public hearing was closed at 7:26 p.m.

Commissioner Richardson made a motion to approve Case PC22-022. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Syed, Linn, Bevill, and Richardson
Nay: 0**

3. CITIZEN COMMENTS

4. ADJOURNMENT

The meeting adjourned at 7:27 p.m.

The minutes were written and prepared by:



Dakari Hill
Planner

The meeting minutes were approved on February 13, 2023 by a vote of 7-0.



City of Colleyville

Colleyville Center Advisory Committee Minutes

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

Monday, November 21, 2022
5:30 p.m.

Colleyville Center
5301 Riverwalk Drive

PRESENT: Jeremy Tallo, Chair; Fred Mills, Vice-Chair; Lee Koch; Judith Goodwin, Alex Thomas, Darla Dennison; Louis Miller; Leslie Hill, Colleyville Center Manager; Kristi Isbell, Colleyville Center Sales & Event Specialist; and Scotty Richardson, Place 7 Colleyville Planning & Zoning Commission

ABSENT: Paul Vigiletti, Athena Wiginton, Julie George

1. **CALL TO ORDER**

The meeting was called to order by Chair Jeremy Tallo at 5:32 p.m.

2. **APPROVAL OF MINUTES**

Lee Koch motioned for approval of the August 15, 2022 minutes. Louis Miller seconded the motion. The motion was approved with no dissension.

3. **REGULAR AGENDA ITEMS**

3a Fiscal Year 2022 Update

Staff presented information on the Center's performance for the 4th quarter of FY22, which included almost 2500 guests in attendance at 62 events. Staff provided a summary of FY22, which included over 18,000 guests attending 409 events and a cost recovery of 91%. Jeremy Tallo asked if utilization had returned to pre-pandemic numbers. Staff stated that social and non-profit events have returned (business segment has been slower). Staff stated that event numbers are comparable to pre-pandemic in part because Recreation Department classes have moved to the Center during their building closure.

3b Fiscal Year 2023 Update

Staff explained that Pablo Reyes-Lara, Colleyville Center Operations Staff, was awarded the City of Colleyville's Employee of the Year. Staff stated that, beginning with FY23, Becky Alexander has moved from Labor Pool to Full Time employee and that Kristi Isbell has enrolled in a graduate program that focuses on public administration and hospitality management. Staff updated, further, that the Center has hosted 75 events over the first 6 weeks of new fiscal year.

Regarding fees, Staff reminded Committee that weekend rates officially increased beginning with FY23, including the non-profit discount. Alex Thomas asked if there had been "push back" on the price increase. Staff

stated that negative feedback has not been received, inquiries have been plentiful, and bookings are on pace for the season. Staff stated that the City has offered in-kind donations, for venue rental at the Colleyville Center, to five local non-profits including Colleyville Lions Club, Colleyville Rotary Club, Colleyville Woman's Club, Colleyville Garden Club, and the Colleyville Executive Organization. Staff explained that the in-kind donation amount would affect the Center's revenue.

3c Colleyville Center's 25th Anniversary

Staff explained that the Colleyville Center will celebrate 25 years in 2023 and requested feedback on hosting a small event. Staff suggested the City's A/V team could produce a professional video that could include interviews with community planners, photos of events throughout the years, photos of venue updates. Discussion ensued regarding other elements that could be included such as catering, live music, and local vendors related to event planning.

3d Discussion of Items for Future Agendas

Staff explained that future (Capital Improvement Plan) budget discussions will need to include consideration of full window replacements on the east wall of Grand Hall and replacement HVAC units (as two of the seven are expected to need replacing.)

Staff provided additional dates for Colleyville Center Advisory Committee meetings: February 13, May 15, August 21, and November 13, 2023.

4. ADJOURNMENT

Jeremy Tallo motioned to adjourn the meeting. Lee Koch seconded the motion. The motion was approved with no dissension. The meeting was adjourned at 6:05 p.m.

APPROVED BY A VOTE OF 8 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 13TH DAY OF FEBRUARY, 2023.



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, January 23, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on January 23, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, Jim Linn, Claudia Bevill, and Scotty Richardson

Absent: Tim Raine

Staff Present: Ben Bryner, Rob McKeown, Jacquelyn Reyff, and Dakari Hill

Also Present: Attorney, Nicole Corr

2. WORKSESSION AGENDA ITEMS

- 2 a** Presentation and discussion of a Special Use Permit for alcoholic beverage sales for on-premises consumption on Lot 2, Block A, 170 Players Addition, located at 3855 Glade Road, Suite 170, Case ZC23-001

Jacquelyn Reyff presented the item and briefed the Commission.

- 2b** Presentation and discussion of a Special Use Permit for a commercial accessory building on Lot 16R2, Block 1, Colleyville Industrial Park, located at 6407 Colleyville Boulevard, Case ZC23-002

Jacquelyn Reyff presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the location of the proposed accessory structure.

- 2c** Presentation and discussion of a Special Use Permit for an accessory building to encroach into the rear yard setback on Lot 15, Block H, Brook Meadows Addition, located at 4511 Lakeside Drive, Case ZC23-003

Jacquelyn Reyff presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the structure complying with the property's maximum lot coverage.

- 2d** Presentation and discussion of a Zoning Change from PUD-C Planned Unit Development – Commercial to PUD-C Planned Unit Development – Commercial district, specifically for a self-storage facility and retail-commercial pad site, for Lot 14R, Block 1, Colleyville Industrial Park, Lot 1A, Block 1, Kathleen's Art Café Addition, and Lot 1, Block 1, Tinker Crossing Addition, located at 1801 Industrial Boulevard and 6255 & 6301 Colleyville Boulevard, Case ZC23-004

Jacquelyn Reyff presented the item and briefed the Commission. Staff answered questions of the Commission regarding screening, parking requirements, and access to the development.

- 2e** Presentation and discussion of amendments to Chapter 7 of the Land Development Code clarifying the size and duration of political signs as well as the use of canopies, tents, or flags, specifically amending Section 7-190.H Temporary Business Signs – Political Signs, Case GC23-001

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the reasoning behind the amendment.

- 2f** Presentation and discussion of amendments to Chapter 9 and Chapter 14 of the Land Development Code clarifying that driveway access to adjacent street right-of-way and street stub-outs is not allowed from lots in an adjacent subdivision, specifically amending Section 9.17 Street Design Criteria and Section 14-135 Driveway Spacing and Design Standards, Case GC23-002

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding input from Home Owners Associations on the amendment.

- 2g** Presentation and discussion of amendments to Chapter 9 of the Land Development Code removing the requirement for automatic fire-sprinkler systems in certain circumstances, specifically amending Section 9.17 Street Design Criteria, Case GC23-003

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding precedent for the amendment found in other cities, the cost to the resident, and an affidavit waiving the requirement transferring when a home is sold.

3. ADJOURNMENT

The meeting adjourned at 7:03 p.m.

The minutes were written and prepared by:

A handwritten signature in black ink, appearing to be 'DH' or 'Dakari Hill', is written over a light gray rectangular background.

Dakari Hill
Planner

The meeting minutes were approved on February 13, 2023 by a vote of 7-0.

RESOLUTION R-23-4820

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
FEBRUARY 21, 2023**

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 21ST DAY OF
FEBRUARY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor