



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, AUGUST 6, 2024

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

CALL TO ORDER

- WS-1** Presentation of the FY25 Proposed Budget and Tax Rate
- WS-2** Discussion of Tree Ordinance Updates
- WS-3** Discussion and review of the City Council Rules of Procedure
- WS-4** Discussion of the August 6, 2024, 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 551.087 - 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: Pastor Lee Johnson, Bear Valley
PLEDGE OF ALLEGIANCE: City Attorney Nicole Corr

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4958

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Colleyville Lions Club presentation - Deb Cashen, Colleyville Lions Club

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4959

4a Approval of the minutes of the regular City Council meeting of July 16, 2024

4b Approval of a construction contract with Construction Solutions USA, LLC for the Park Facilities Restroom Renovation, in an amount not to exceed \$444,919.88 and a contingency amount not to exceed \$44,000.00, and authorizing the City Manager to execute the contract.

4c Approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., in an amount not to exceed \$62,400.00 for the Cheek-Sparger Road Intersection Evaluations, and authorizing the City Manager to execute the agreement

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

5a Ordinance O-24-2290

Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential on Lot 1, Block 1, Pleasant Run Baptist Church Addition, located at 6001 Pleasant Run Road, ZC24-009

5b Ordinance O-24-2291

Consideration of a Special Use Permit to allow for Massage Therapy on Lot 3, Block 1, Tara Addition, located at 1009 Cheek-Sparger, Suite 121, Case ZC24-011

5c Ordinance O-24-2292

Consideration of a rezoning from AG Agricultural and RE Single Family 'Estate' Residential district to R-40 Single Family Residential for Tract 1B1, 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 ZC24-014

6. CITIZEN COMMENTS

7. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, AUGUST 6, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4960

8. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, August 2, 2024* 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 BRIEFING

Agenda Number WS-1

Agenda Date 8/6/2024

Type Worksession

Department Finance

Title

Presentation of the FY25 Proposed Budget and Tax Rate

Explanation

This item provides for Finance Director Matt Poston to present the FY25 Proposed Budget and Tax Rate.

Attachments

1. FY25 Proposed Budget and Tax Rate presentation

FY 2025 Proposed Budget & Property Tax Rate Overview

City Council Worksession
August 6, 2024

Agenda



- Introduction
- Budget Highlights
- Property Tax
- FY 2025 Projections
- Capital Improvement Plan (CIP) – Year One
- Next Steps

Introduction



Purpose of Presentation:

- Provide a overview of the proposed FY 2025 budget and associated property tax rate.
- Highlight key budget priorities and financial projections.
- Facilitate discussion and gather feedback from City Council members.

Key Points to Address:

- Discussion of property tax rate
- Overview of budget and fund balance for major funds.
- Presentation of year one capital improvement projects.
- Timeline for approval of budget and tax rate.

Note:

- This presentation serves as an abbreviated look at the budget and is not intended to be a detailed or complete version.
- The City's full Proposed FY 2025 Budget is available on the City's website at: <https://www.colleyville.com/government/departments-a-l/finance/financial-transparency> or in the Finance Department at City Hall

Budget Highlights – FY 2025



Priorities

- **Fiscal Responsibility:** Ensure prudent financial management to sustain fiscal health and stability.
- **Public Safety:** Allocate resources to maintain and enhance public safety services and infrastructure.
- **Quality of Service and Programs:** Commit to delivering high-quality services and innovative programs for our residents.
- **Infrastructure Maintenance and Beautification:** Invest in maintaining and beautifying city infrastructure for a better living environment.
- **Recreation and Open Space Enhancements:** Enhance recreational facilities and open spaces to improve community well-being.
- **Economic Development:** Foster economic growth and development to boost local business and employment opportunities.

New Initiatives

- **Homestead Exemption:** Implemented a 7% general residential homestead exemption to provide relief for homeowners from the burden of property taxes.

Property Tax

- The budget as proposed is built on a \$1 million increase in property taxes (approximately a 7% increase)

PROPERTY TAX – EXPLANATION & HISTORY

Property Tax – Background/Calculation



Effective 1/1/2020, the Texas Property Tax Reform & Transparency Act (SB2) introduced key changes to the property tax system:

- Voter-approval rate is now a 3.5% revenue increase (down from 8%).
- Any unused increment between the adopted M&O rate and voter-approval M&O rate can be carried forward for up to three years.¹
- If the adopted rate exceeds the voter-approval rate, a mandatory election is required.
- The changes above do not affect property taxes for debt service (I&S rate).
- The City charter allows a maximum property tax revenue increase of 7% before requiring an election. Includes property tax generated from M&O and I&S.



¹ – During the 2023 legislative session the process for the calculation of the unused increment was changed use a forgone revenue amount calculation (see Texas Tax Code 26.013)

Property Tax – Required Rate Calculations



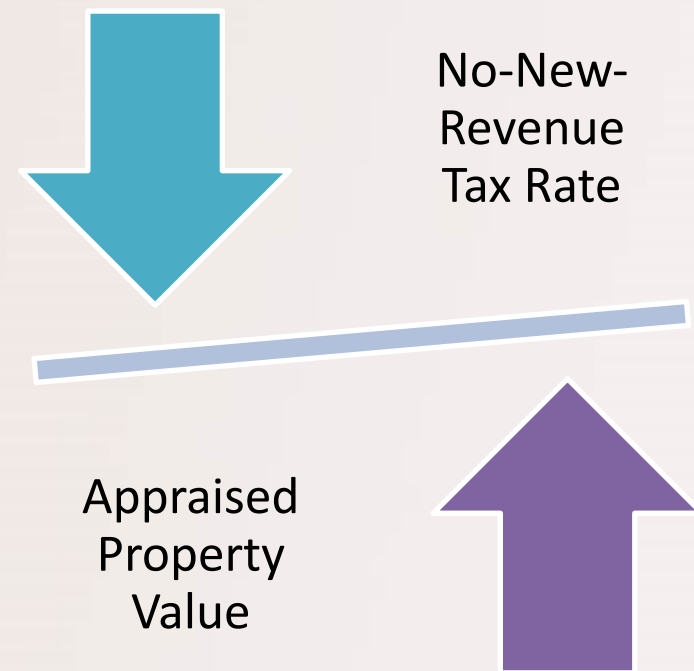
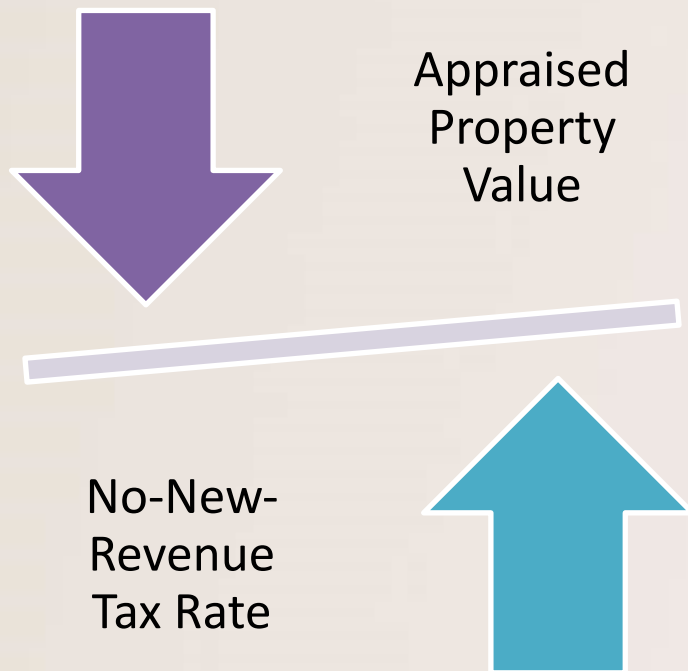
No-New-Revenue Tax Rate (NNR)

- “...tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years.”
- Essentially the tax rate the City would pass to collect the same tax revenue as last year using this year’s appraised values.

Voter-Approval Tax Rate (VATR)

- Provides a taxing unit with about the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 3.5% increase
- While the O&M part of the calculation is capped at 3.5%, plus any unused increment from the past 3 years, the debt service portion of the overall rate may rise as high as necessary to cover debt expense in the coming year.
- If the City approves a tax rate over the voter-approval tax rate, a mandatory election is required in November.

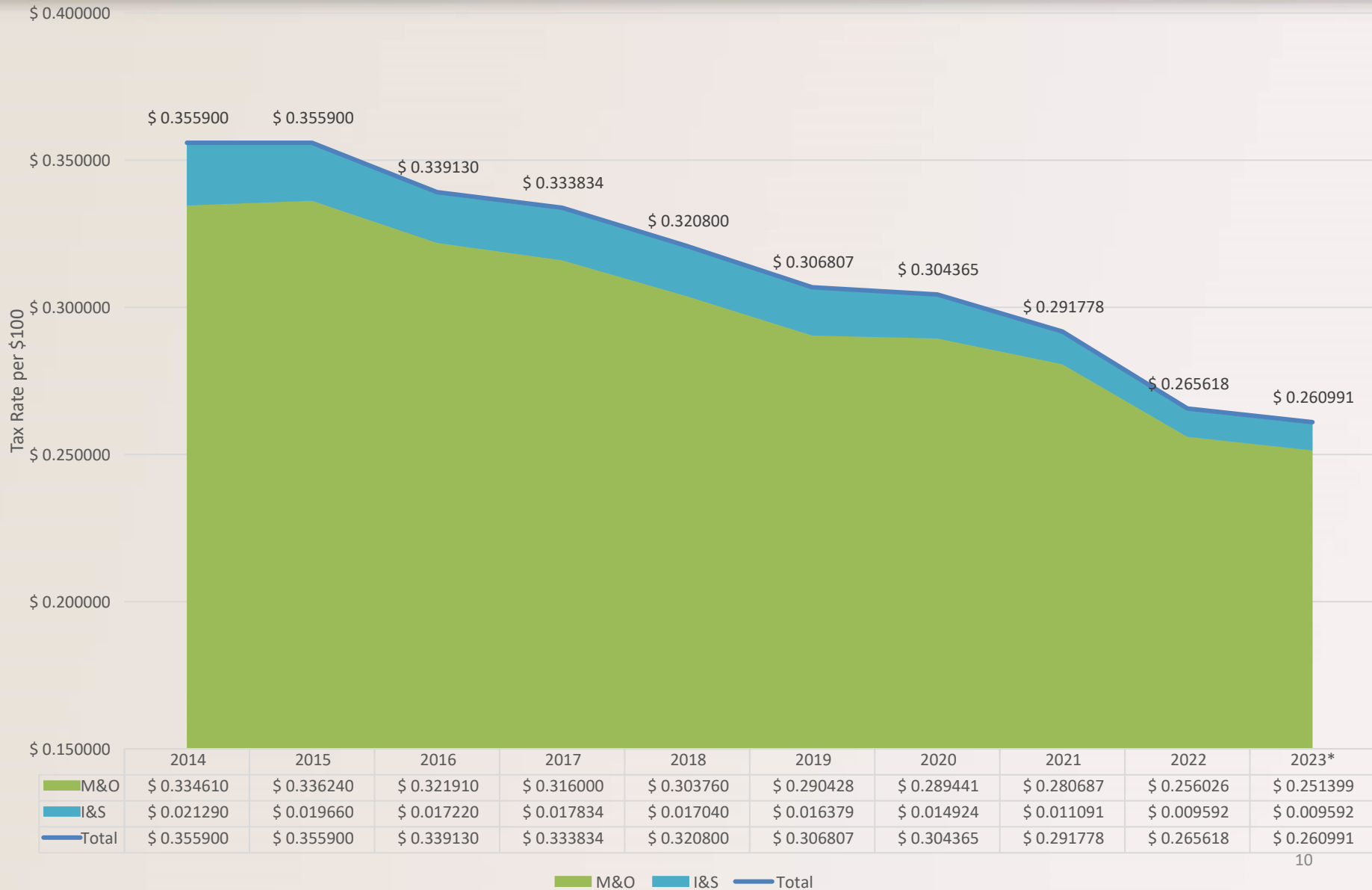
Property Tax – Seesaw Effect



Property Tax – Historic Tax Rates



Property Tax – Historic Tax Rates

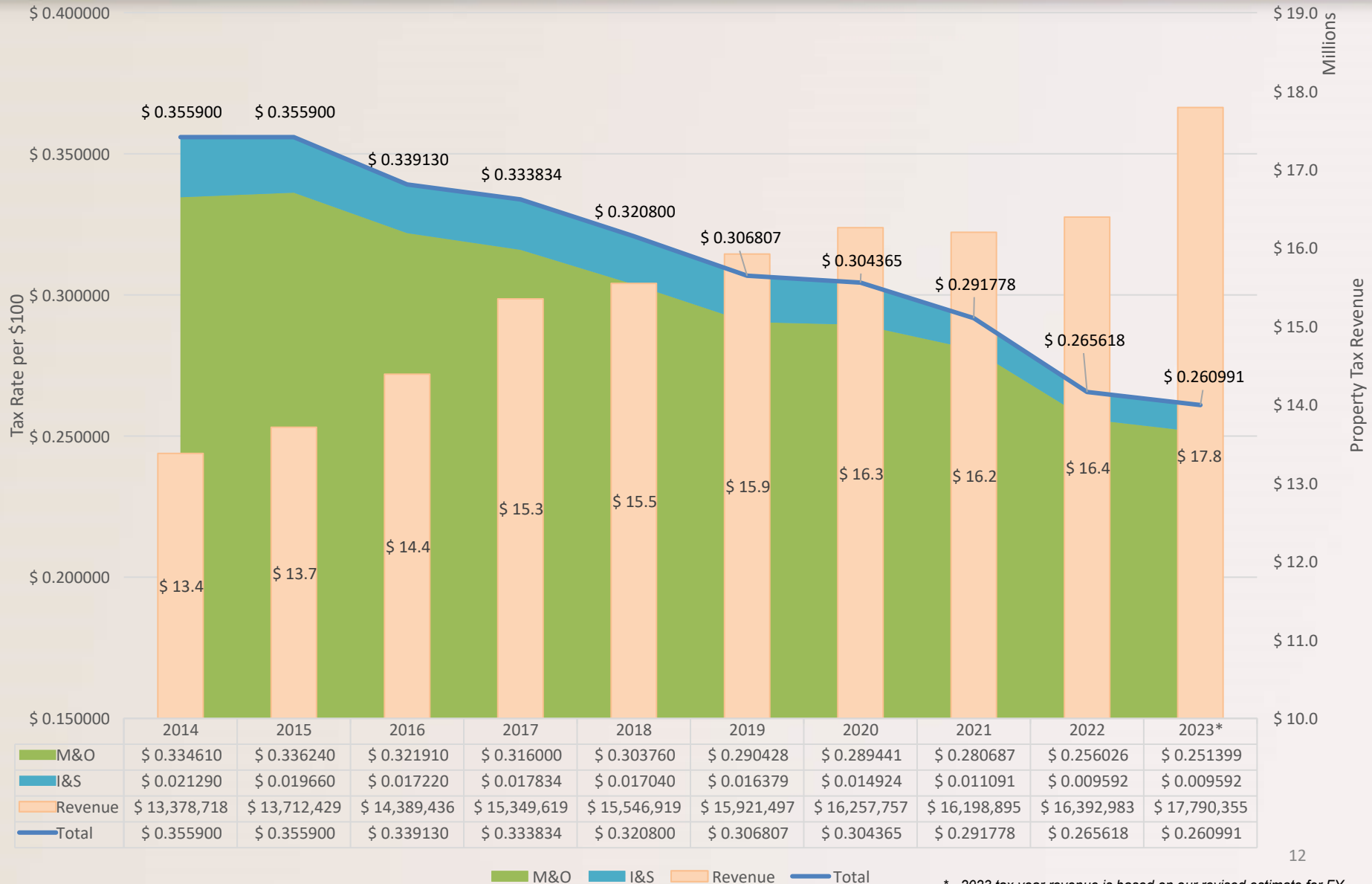


Property Tax – Historic Tax Revenues



* - 2023 tax year revenue is based on our revised estimate for FY 2024

Property Tax – Historic Tax Rates & Revenue



Property Tax – Total Tax Bill (2023)



- A taxpayers total tax bill is made up of five taxing entities.
- For most taxpayers in the City of Colleyville, your tax bill is split five ways.
- The City of Colleyville, on average, makes up about 15% of your total tax bill with the majority, over 50%, going to whichever ISD you live in.



PROPERTY TAX – 2024 RATE

Property Tax – Appraised Values



Appraised Vales	2023 ³	2024	Change	Chg %
Residential	7,304,643,141	7,938,369,057	633,725,916	8.68%
Commercial/Non-residential ¹	982,297,648	1,061,578,446	79,280,798	8.07%
Total	8,286,940,789	8,999,947,503	713,006,714	8.60%

New Construction	2023 ³	2024	Change	Chg %
Residential	61,420,233	54,910,718	(6,509,515)	-10.60%
Commercial	6,263,733	5,840,168	(423,565)	-6.76%
Total	67,683,966	60,750,886	(6,933,080)	-10.24%

Exemptions	2023 ³	2024	Change	Chg %
Residential - Other	293,124,363	290,881,384	(2,242,979)	-0.77%
Residential - 7% Homestead	-	462,059,710	462,059,710	N/A
Commercial/Non-residential ¹	283,035,001	287,754,126	4,719,125	1.67%
Total	576,159,364	1,040,695,220	464,535,856	80.63%

Tax Ceiling	2023 ³	2024	Change	Chg %
Taxable Value Lost	2,172,739,982	2,176,261,282	3,521,300	0.16%
Ceiling Amount (Taxes Received)	4,770,720	4,781,788	11,068	0.23%

Average Value Single-Family	2023 ³	2024	Change	Chg %
Value ²	728,267	738,731	10,464	1.44%

Note: Based on July Certified Values provided by Tarrant Appraisal District (TAD) and is subject to change.

¹ – Includes commercial, personal property, and agriculture

² – 2024 figures includes the new 7% general homestead exemption

³ – 2023 figures are revised as of July 2024

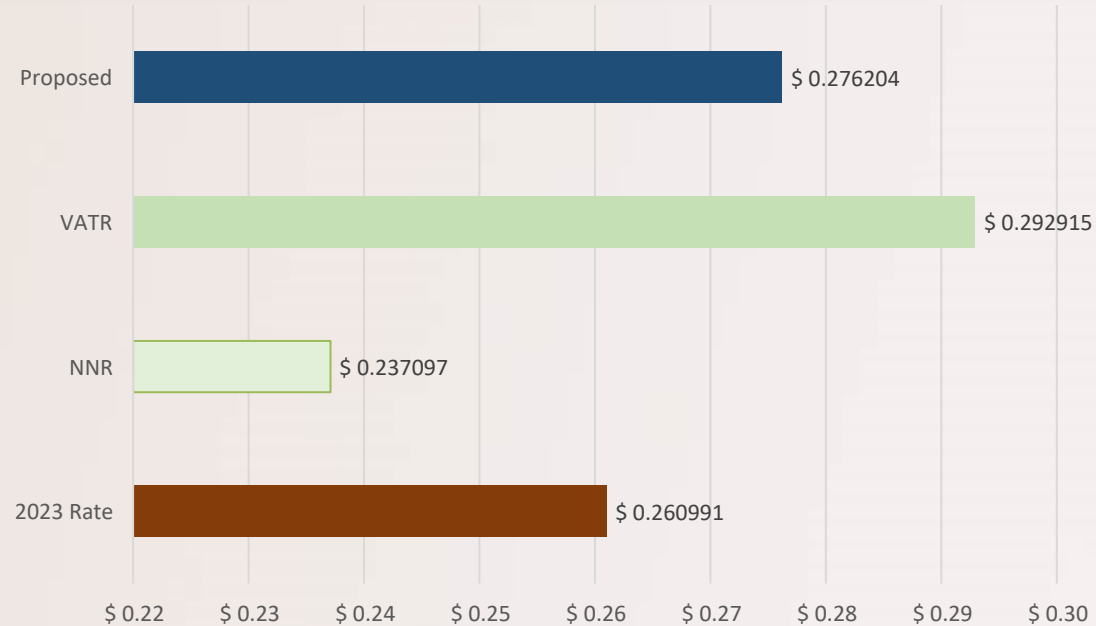
Property Tax – 2024 Rates



2023 Rate	
M&O:	\$ 0.251399
I&S:	0.009592
2023 Rate:	\$ 0.260991

2024 Calculated Rates	
No-New-Revenue Rate (NNR):	\$ 0.237097
Voter Approval Tax Rate (VATR):	\$ 0.292915
I&S Rate:	\$ 0.016032

2024 Proposed Rate	
M&O:	\$ 0.260172
I&S:	\$ 0.016032
Proposed Rate*:	\$ 0.276204



Average Residential Tax Bill	2023	2024	Change	Chg %
Appraised Value:	\$ 750,000	\$ 750,000		
7% Homestead:	\$ -	\$ (52,500)		
Taxable Value	\$ 750,000	\$ 697,500		
Tax Bill:	\$ 1,957	\$ 1,927	\$ (31)	-1.58%

Nonresidential Tax Bill	2023	2024	Change	Chg %
Value:	\$ 1,000,000	\$ 1,000,000		
Tax Bill:	\$ 2,610	\$ 2,762	\$ 152	5.83%

Note: Rates are per \$100 in taxable value.

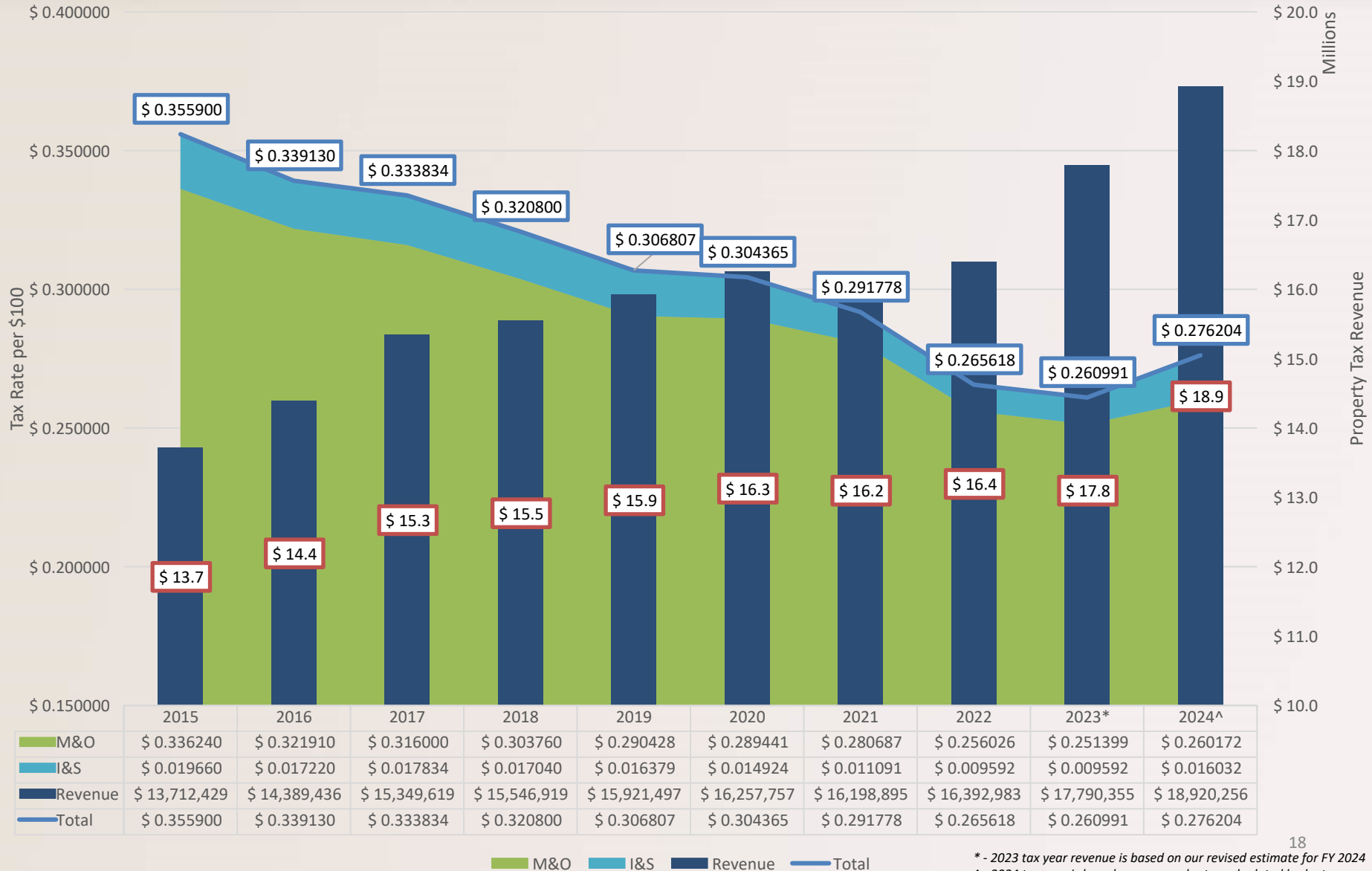
*- Proposed rate is what the Proposed FY 2025 was built using, Council has the authority to set the tax rate at their discretion.

Taxes for the City of Colleyville are collected by Grapevine Colleyville ISD (GCISD). Please see their website at <https://www.gcisd.net/page/tax-office> or contact them at 817-481-1242 with any payment questions.

Property Tax – Historic Tax Rates



Property Tax – Historic Tax Rates & Revenue



FY 2025 BUDGET – OVERALL BUDGET

FY 25 Budget - Summary



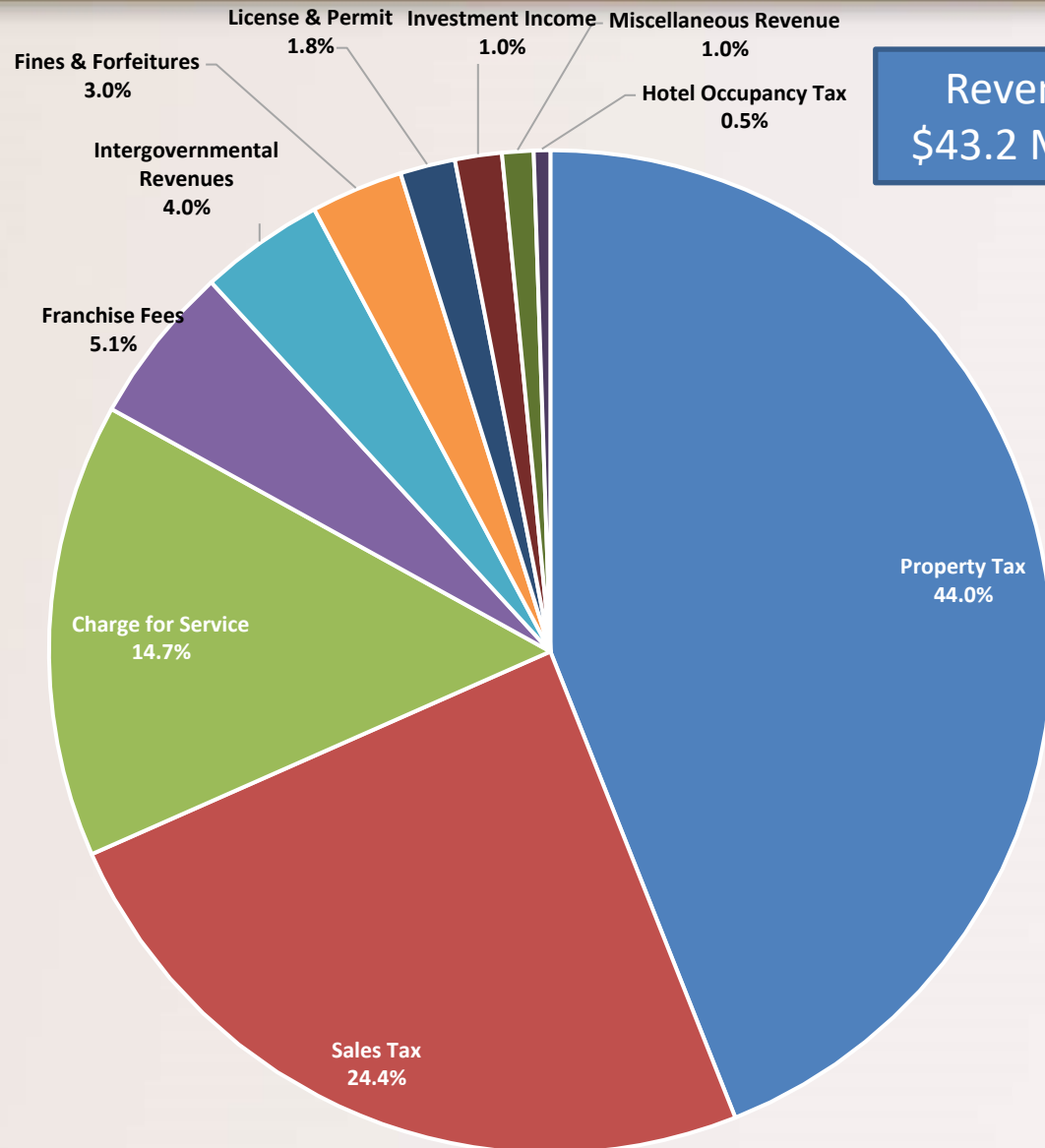
City of Colleyville Fiscal Year 2025 Budget												
	General Fund 001	Utility Fund 002	Debt Service Fund 004	Drainage Fund 017	CEDC 024	CCCPD 027	Hotel Tax Fund 038	Capital Project Funds	Misc Special Revenue Funds	Sub Total	TIF 026	Total
FY 2024												
Available Funds, 10/1/2023	\$ 7,946,763	\$ 10,758,767	\$ 443,065	\$ 829,618	\$ 7,518,652	\$ 3,661,030	\$ 116,761	\$ 30,003,346	\$ 3,779,056	\$ 65,057,058	\$ (3,186,418)	\$ 61,870,640
Total Revenues	29,074,987	22,101,785	656,520	1,492,765	2,850,000	2,937,977	230,000	2,476,529	932,020	62,752,583	5,742,121	68,494,704
Total Expenses	26,030,363	21,512,485	-	722,284	2,821,356	2,887,204	250,966	-	330,668	54,555,325	1,870,851	56,426,176
Operating Transfers In/(Out)	(240,043)	(434,663)	160,000	-	-	(10,000)	-	524,706	-	-	-	-
Operating Surplus/(Deficit)	2,804,581	154,638	816,520	770,481	28,644	40,773	(20,966)	3,001,235	601,352	8,197,258	3,871,270	12,068,528
Capital	-	-	-	-	(625,000)	-	-	(11,870,415)	(50,000)	(12,545,415)	(975,000)	(13,520,415)
Debt Service	-	-	(1,245,459)	-	-	-	-	-	-	(1,245,459)	-	(1,245,459)
Operating Surplus Transfer to Capital	(2,500,000)	(1,331,100)	-	(770,000)	-	-	-	4,601,100	-	-	-	-
Net Change in Available Funds	304,581	(1,176,462)	(428,939)	481	(596,356)	40,773	(20,966)	(4,268,080)	551,352	(5,593,616)	2,896,270	(2,697,346)
FY 2025												
Available Funds, 10/1/2024	8,251,344	9,582,305	14,126	830,099	6,922,296	3,701,803	95,795	25,735,266	4,330,408	59,463,441	(290,148)	59,173,294
Total Revenues	29,220,707	24,424,703	925,283	1,758,000	2,660,000	3,568,200	230,000	1,755,600	2,778,696	67,321,189	6,055,000	73,376,189
Total Expenses	27,858,385	23,908,883	-	761,805	2,632,985	3,275,045	285,827	-	315,732	59,038,662	2,467,858	61,506,520
Operating Transfers In/(Out)	(734,337)	(434,663)	552,000	-	-	(25,000)	-	642,000	-	-	-	-
Operating Surplus/(Deficit)	627,985	81,158	1,477,283	996,195	27,015	268,155	(55,827)	2,397,600	2,462,964	8,282,527	3,587,142	11,869,669
Capital	-	-	-	-	(735,000)	(582,373)	-	(17,014,361)	(4,102,760)	(22,434,494)	(12,016,000)	(34,450,494)
Debt Service	-	-	(1,540,894)	-	-	-	-	-	-	(1,540,894)	-	(1,540,894)
Operating Surplus Transfer to Capital	(1,500,000)	(1,331,100)	-	(1,000,000)	-	-	-	3,831,100	-	-	-	-
Net Change in Available Funds	(872,015)	(1,249,942)	(63,611)	(3,805)	(707,985)	(314,218)	(55,827)	(10,785,661)	(1,639,796)	(15,692,861)	(8,428,858)	(24,121,719)
FY 2026												
Available Funds, 10/1/2025	\$ 7,379,329	\$ 8,332,363	\$ (49,485)	\$ 826,294	\$ 6,214,311	\$ 3,387,585	\$ 39,968	\$ 14,949,605	\$ 2,690,612	\$ 43,770,581	\$ (8,719,006)	\$ 35,051,575

FY 25 Budget - Revenues



Revenues by Category (All)

Property Tax	\$ 19,014,256
Sales Tax	10,540,000
Charge for Service	6,336,135
Franchise Fees	2,222,250
Intergovernmental Revenues	1,734,326
Fines & Forfeitures	1,286,020
License & Permit	769,525
Investment Income	652,450
Miscellaneous Revenue	437,100
Hotel Occupancy Tax	230,000
\$ 43,222,062	



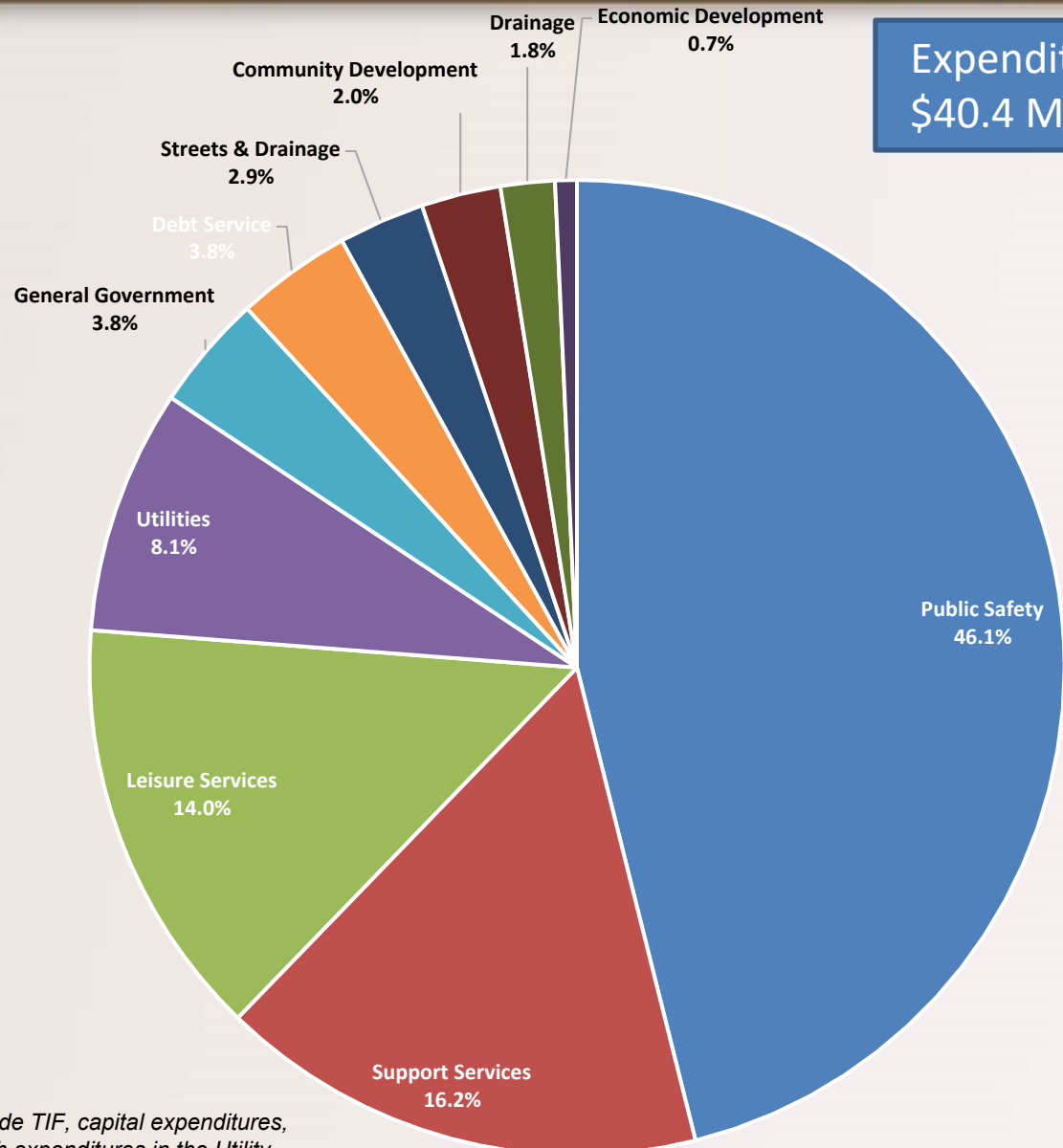
**Revenues
\$43.2 Million**

Note: Does not include TIF, TRA Pass-through revenue in the Utility Fund, or capital related revenues.

FY 25 Budget - Expenditures



Expenditures
\$40.4 Million



Expenditures by Category (All)

Public Safety	\$ 18,602,277
Support Services	6,519,578
Leisure Services	5,641,630
Utilities	3,274,890
General Government	1,548,356
Debt Service	1,540,894
Streets & Drainage	1,153,418
Community Development	1,063,613
Drainage	723,779
Economic Development	290,724
Total	\$ 40,359,160

Public Safety Expenditures

Police	\$ 9,613,393
Fire	7,665,838
Municipal Court	882,949
Public Works	440,097
Total	\$ 18,602,277

Note: Does not include TIF, capital expenditures, or TRA Pass-through expenditures in the Utility

FY 2025 BUDGET – CORE SERVICE BUDGET

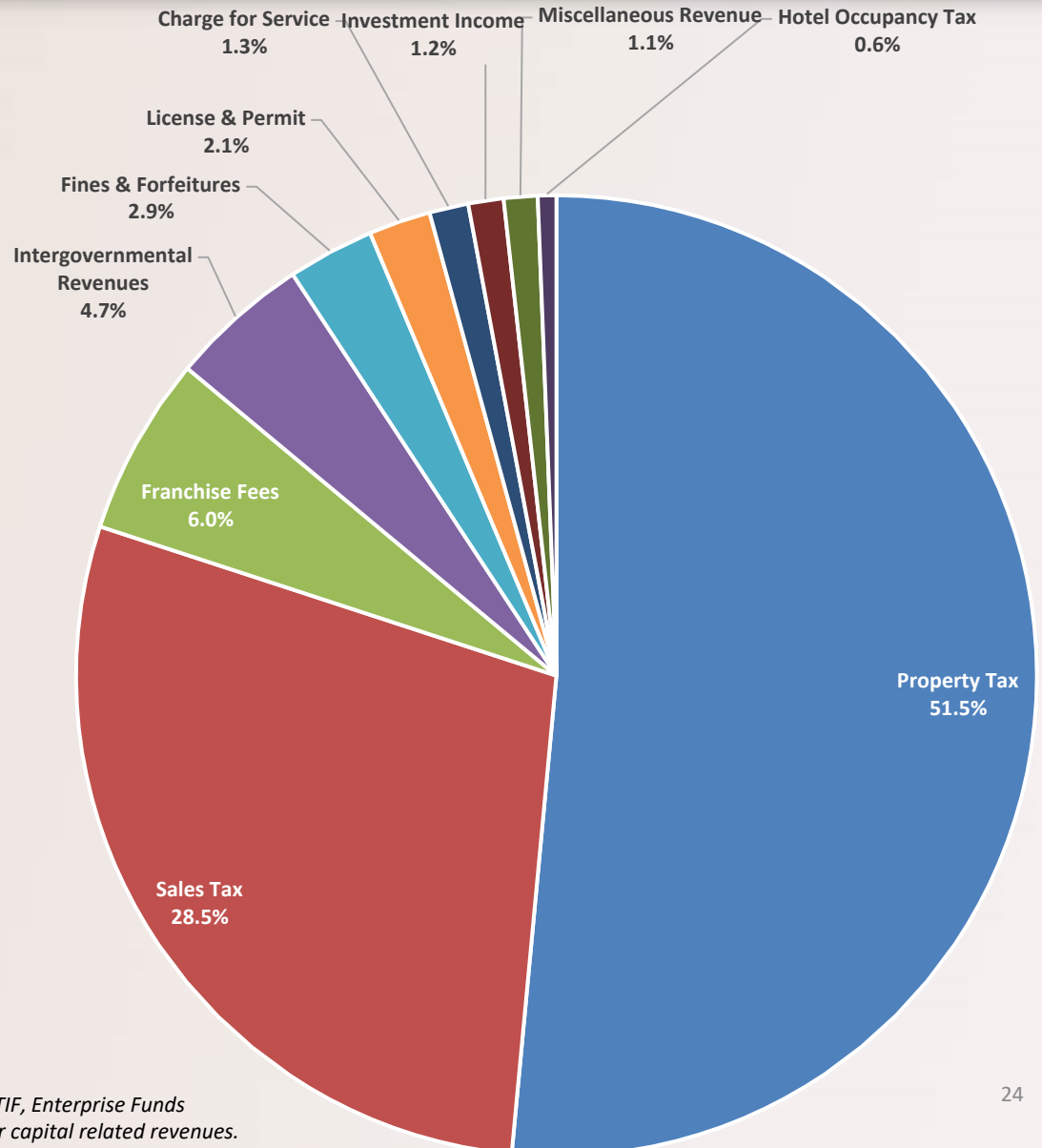
(EXCLUDING ENTERPRISE FUNDS)

FY 25 Budget - Revenues (excludes Enterprise Funds)



Revenues by Category (All)

Property Tax	\$ 19,014,256
Sales Tax	10,540,000
Franchise Fees	2,222,250
Intergovernmental Revenues	1,734,326
Fines & Forfeitures	1,076,020
License & Permit	769,525
Charge for Service	485,200
Investment Income	437,450
Miscellaneous Revenue	420,100
Hotel Occupancy Tax	230,000
Total	\$ 36,929,127



Note: Does not include TIF, Enterprise Funds (Utilities & Drainage), or capital related revenues.

FY 25 Budget – Expenditures (excludes Enterprise Funds)

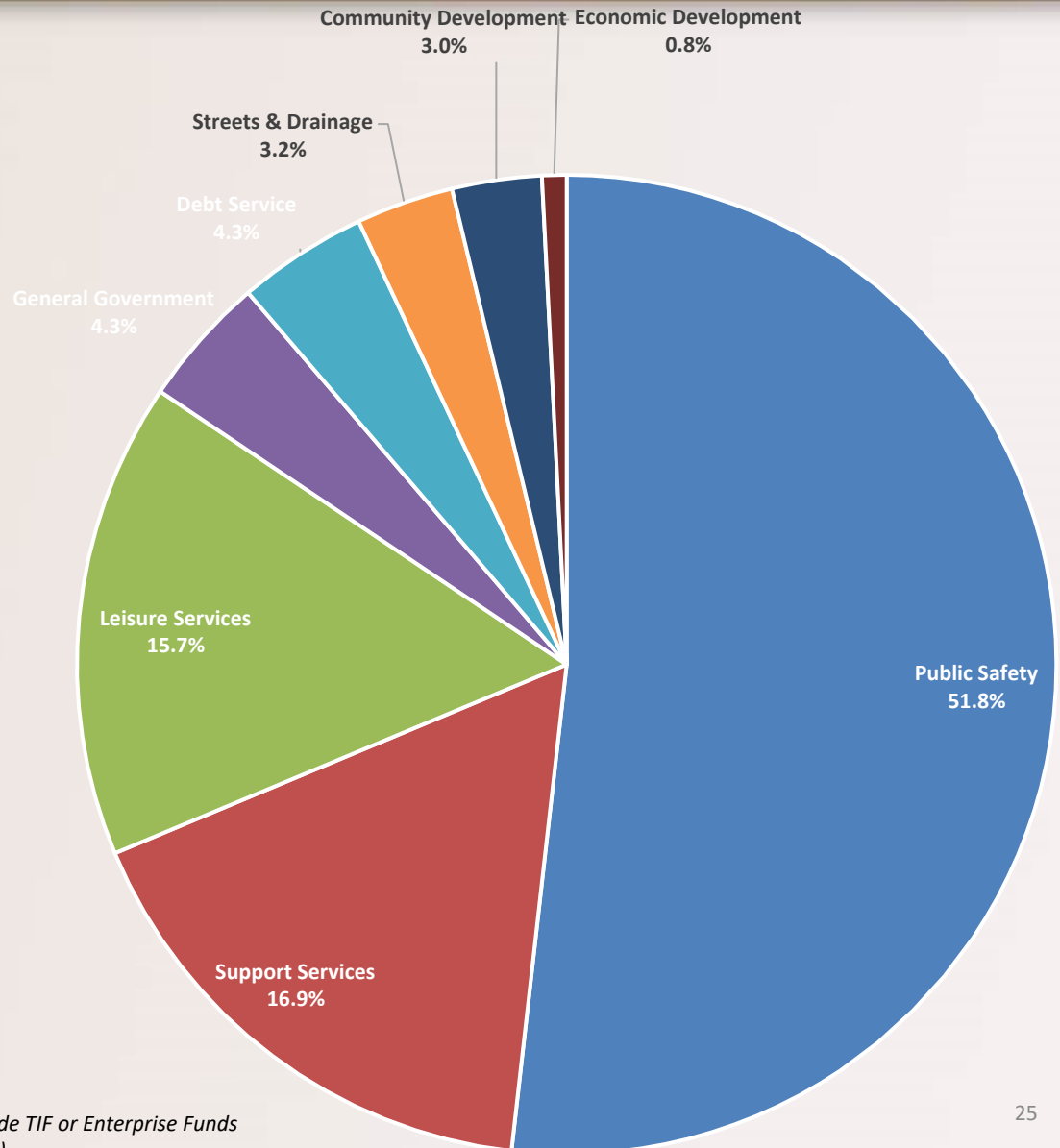


Expenditures by Category (All)

Public Safety	\$ 18,602,277
Support Services	6,067,955
Leisure Services	5,641,630
General Government	1,548,356
Debt Service	1,540,894
Streets & Drainage	1,153,418
Community Development	1,063,613
Economic Development	290,724
Total	\$ 35,908,868

Public Safety Expenditures

Police	\$ 9,613,393
Fire	7,665,838
Municipal Court	882,949
Public Works	440,097
Total	\$ 18,602,277



Note: Does not include TIF or Enterprise Funds (Utilities & Drainage).

FY 2025 BUDGET – GENERAL FUND BUDGET

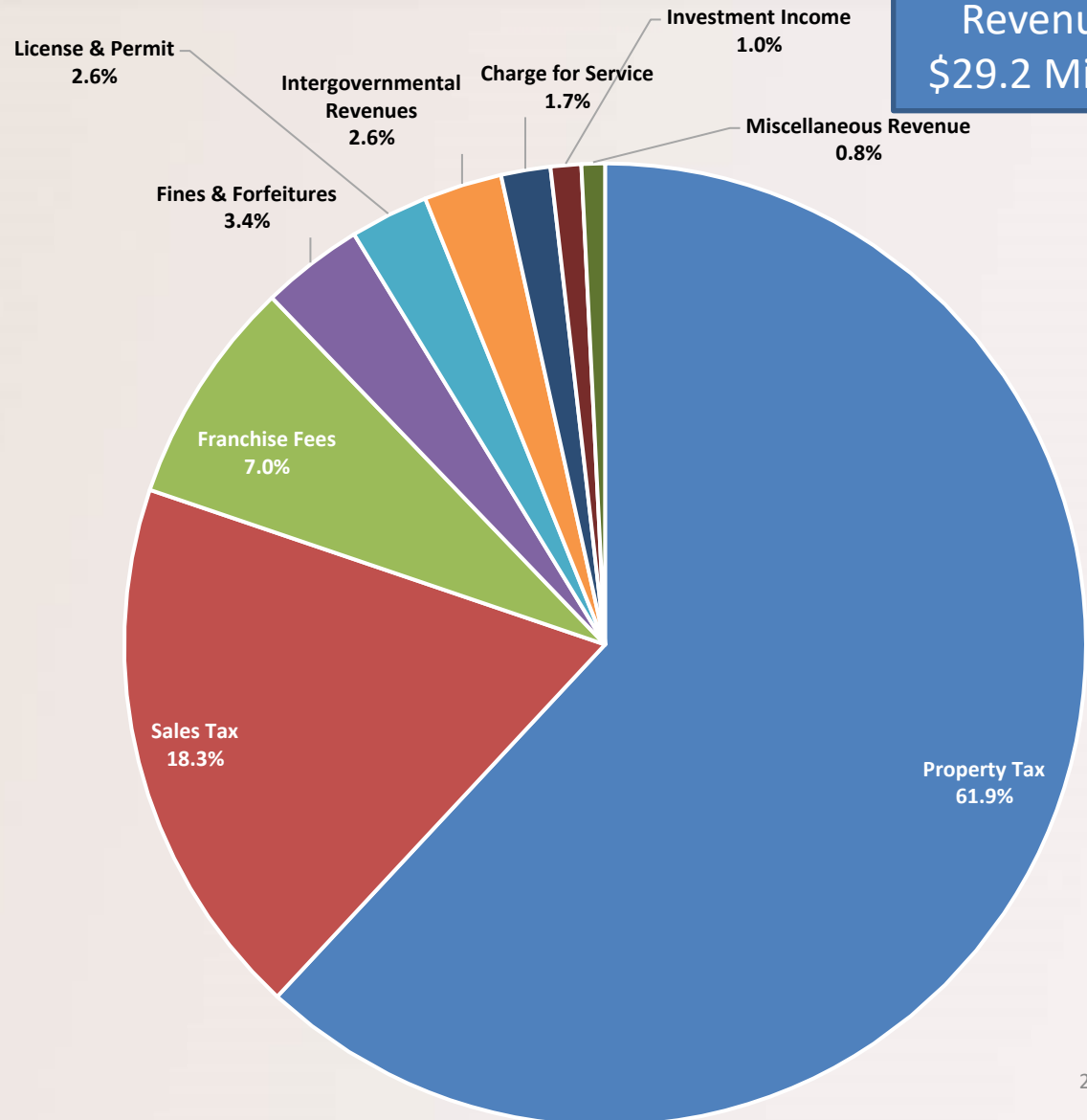
FY 25 General Fund Budget - Revenues



Revenues
\$29.2 Million

Revenues by Category (GF)

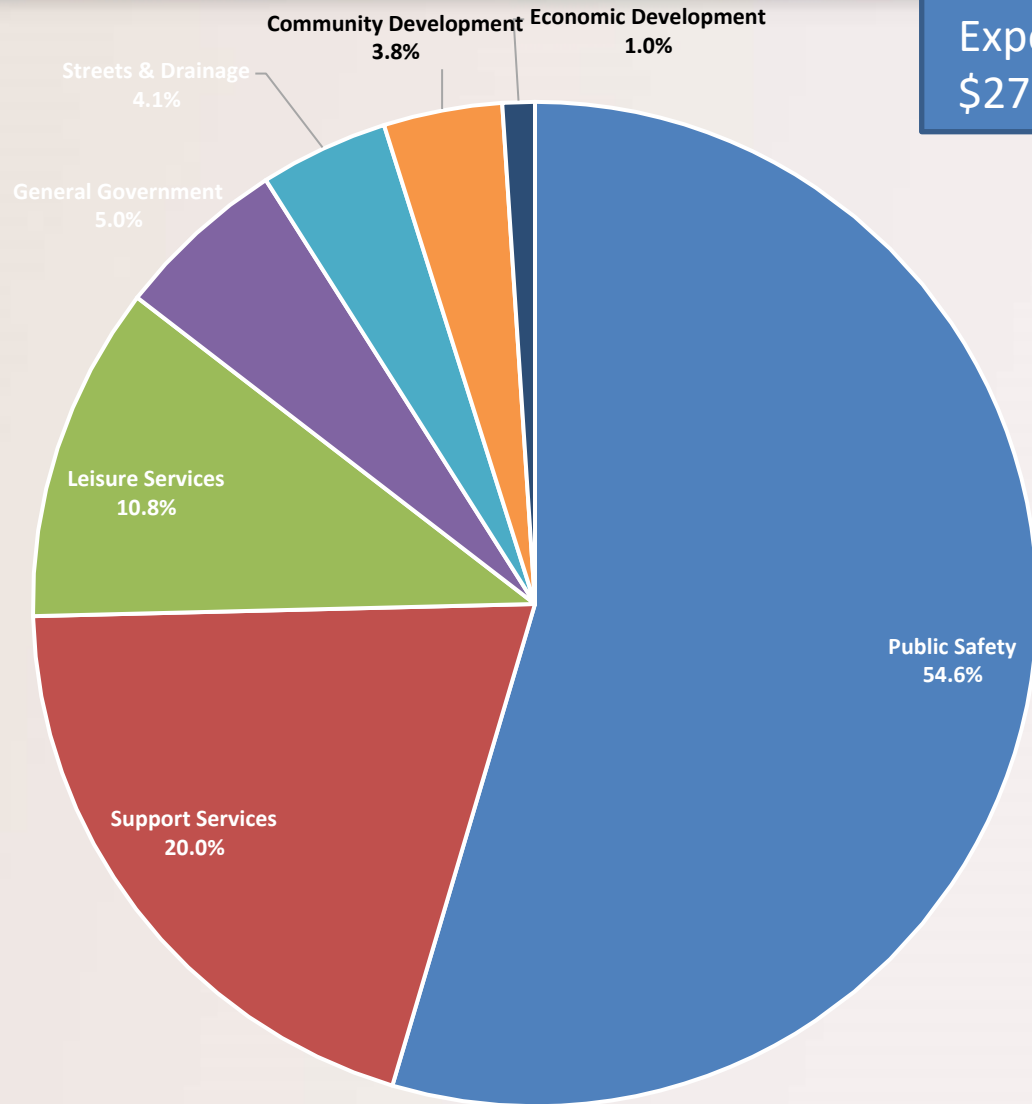
Property Tax	\$ 18,098,973
Sales Tax	5,340,000
Franchise Fees	2,222,250
Fines & Forfeitures	1,005,820
License & Permit	769,525
Intergovernmental Revenues	768,840
Charge for Service	485,200
Investment Income	300,000
Miscellaneous Revenue	230,100
	\$ 29,220,708



FY 25 General Fund Budget - Expenditures



Expenditures
\$27.9 Million



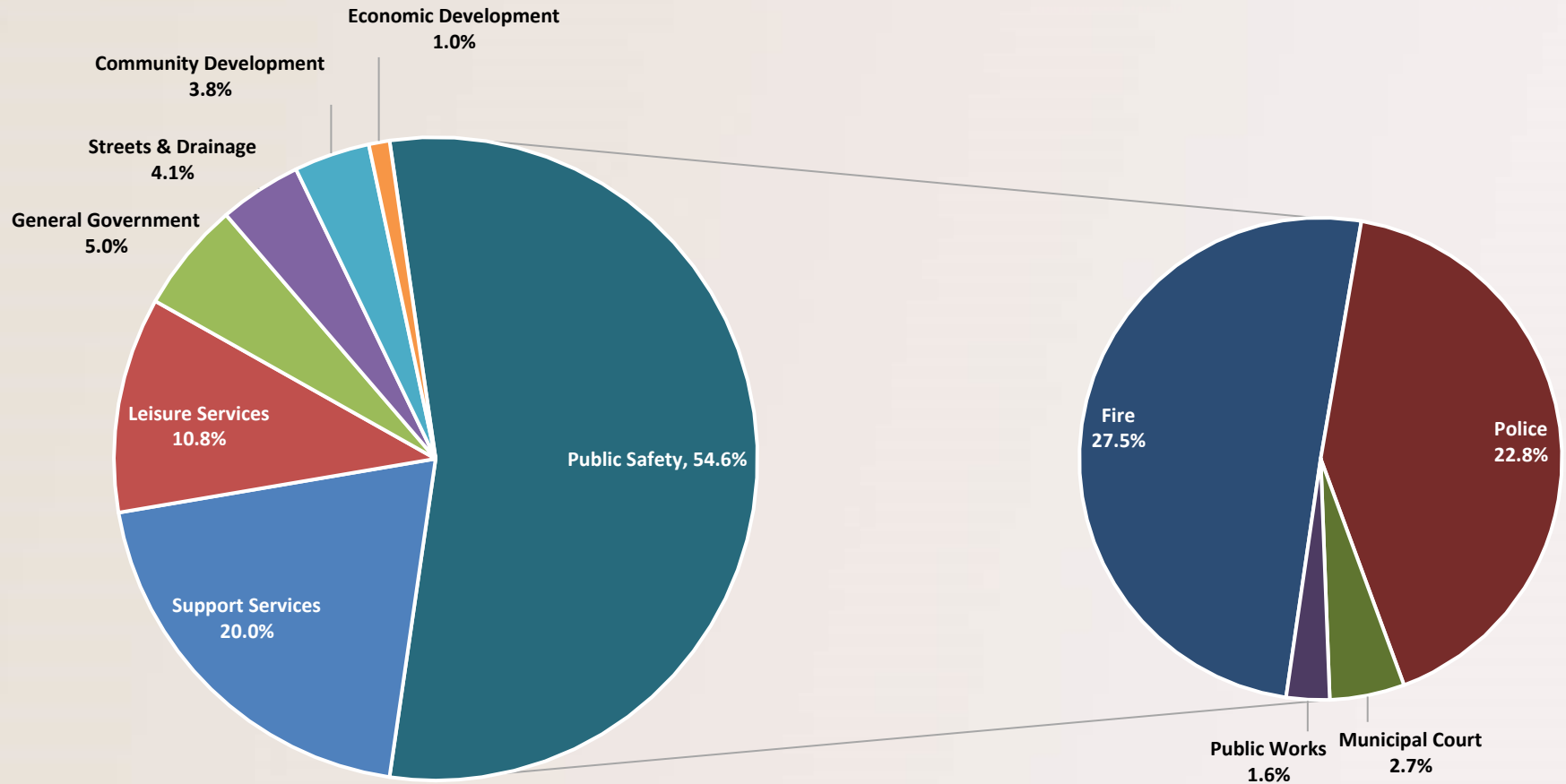
Expenditures by Category (GF)

Public Safety	\$ 15,206,500
Support Services	5,581,179
Leisure Services	3,016,594
General Government	1,546,356
Streets & Drainage	1,153,418
Community Development	1,063,613
Economic Development	290,724
Total	\$ 27,858,385

Public Safety Expenditures

Fire	\$ 7,665,838
Police	6,338,348
Municipal Court	762,217
Public Works	440,097
Total	\$ 15,206,500

FY 25 General Fund Budget - Expenditures



Projections – General Fund



Includes \$0.9 million increase in O&M property tax revenue (approximately 5%↑)

City of Colleyville General Fund Projection	2019	2020	2021	2022	2023	2024		2025	2026	2027	2028	2029	2030
	Actual					Original Budget	Revised Estimate	Proposed Budget	Projected Budget				
Revenues:													
Property Taxes	14,824,341	15,191,976	15,613,141	15,673,461	15,929,842	17,122,634	17,220,124	18,098,973	19,219,069	19,370,603	19,494,635	20,933,800	21,061,986
Franchise Fees	2,297,279	2,091,766	1,949,564	2,094,693	2,382,957	2,097,000	2,268,535	2,222,250	2,266,695	2,312,029	2,358,269	2,405,435	2,453,544
Sales Tax	3,988,245	4,285,231	4,906,079	5,314,444	5,417,212	5,305,876	5,342,000	5,340,000	5,446,800	5,555,736	5,666,851	5,780,188	5,895,791
Licenses, Permits, and Fees	1,141,959	974,337	911,817	929,415	851,671	924,850	722,290	752,000	767,040	782,381	798,028	813,989	830,269
Fines and Forfeitures	702,908	631,592	693,626	726,081	593,812	550,000	645,090	580,820	592,436	604,285	616,371	628,698	641,272
Charges for Services	1,442,806	1,356,673	1,428,376	1,669,307	1,707,387	1,504,820	1,706,948	1,611,565	1,643,796	1,676,672	1,710,206	1,744,410	1,779,298
Grants	-	1,395,350	2,533,031	2,728,152	22,552	-	-	-	-	-	-	-	-
Investment Earnings	364,787	207,734	37,270	(78,056)	607,465	300,000	800,000	300,000	306,000	312,120	318,362	324,730	331,224
Miscellaneous Revenue	38,807	80,142	49,772	168,898	98,967	60,100	100,000	60,100	61,302	62,528	63,779	65,054	66,355
Other Revenue	14,116	121,145	20,817	49,141	40,409	20,000	35,000	20,000	20,000	20,000	20,000	20,000	20,000
Intergovernmental Revenues	159,390	159,390	194,318	194,318	210,094	235,000	235,000	235,000	235,000	235,000	235,000	235,000	235,000
Total Revenues	24,974,639	26,495,336	28,337,811	29,469,852	27,862,368	28,120,280	29,074,987	29,220,708	30,558,139	30,931,354	31,281,501	32,951,303	33,314,740
		6.1%	7.0%	4.0%	-5.5%		3.4%	3.9%	4.6%	1.2%	1.1%	5.3%	1.1%
Expenses:													
Total Expenses	20,669,969	21,230,419	22,282,323	22,543,114	23,959,873	26,239,056	26,030,363	27,858,385	28,856,155	29,891,970	30,967,336	32,083,823	33,243,063
		2.7%	5.0%	1.2%	6.3%		-0.8%	6.2%	3.6%	3.6%	3.6%	3.6%	3.6%
Operating Transfers:													
Transfers-in	226,117	250,492	281,861	304,739	325,917	434,662	434,663	434,662	434,662	434,662	434,662	434,662	434,662
Transfers-out	(514,706)	(514,706)	(514,706)	(514,706)	(514,706)	(1,074,706)	(674,706)	(1,169,000)	(1,117,000)	(1,117,000)	(1,117,000)	(1,117,000)	(1,117,000)
Total Operating Transfers In/(Out)	(288,589)	(264,214)	(232,845)	(209,967)	(188,789)	(640,044)	(240,043)	(734,338)	(682,338)	(682,338)	(682,338)	(682,338)	(682,338)
Operating Surplus/(Deficit)	4,016,081	5,000,703	5,822,643	6,716,771	3,713,706	1,241,180	2,804,581	627,985	1,019,646	357,046	(368,173)	185,142	(610,662)
Operating Surplus Transfer to Capital	(3,908,080)	(6,377,669)	(3,292,779)	(9,238,989)	(3,713,706)	-	(2,500,000)	(1,500,000)	-	-	-	-	-
Net Change in Available Funds	108,001	(1,376,967)	2,529,864	(2,522,218)	-	1,241,180	304,581	(872,015)	1,019,646	357,046	(368,173)	185,142	(610,662)
Available Funds, beginning							7,946,763	8,251,344	7,379,329	8,398,975	8,756,021	8,387,848	8,572,990
Available Funds, ending							8,251,344	7,379,329	8,398,975	8,756,021	8,387,848	8,572,990	7,962,328
90-day Operating (Reserve Policy)							6,501,191	6,964,596	7,214,039	7,472,992	7,741,834	8,020,956	8,310,766
Available Funds Above/(Below) Policy							1,750,153	414,733	1,184,936	1,283,028	646,014	552,034	(348,438)

FY 2025 BUDGET – ENTERPRISE FUNDS BUDGET

2025 Utility Rates – Proposed Base Rates



Water Base Rates				
Meter Size	Current Rate	Proposed Rate	\$ Inc	% Inc
1" Meter	\$ 15.62	\$ 17.64	\$ 2.02	12.9%
1.5" Meter	\$ 31.24	\$ 35.28	\$ 4.04	12.9%
2" Meter	\$ 49.99	\$ 56.45	\$ 6.46	12.9%
3" Meter	\$ 93.73	\$ 105.85	\$ 12.12	12.9%
4" Meter	\$ 156.21	\$ 176.41	\$ 20.20	12.9%

Capital Project Rate				
Meter Size	Current Rate	Proposed Rate	\$ Inc	% Inc
1" Meter	\$ 5.83	\$ 5.83	\$ -	0.0%
1.5" Meter	\$ 10.78	\$ 10.78	\$ -	0.0%
2" Meter	\$ 16.74	\$ 16.74	\$ -	0.0%
3" Meter	\$ 30.63	\$ 30.63	\$ -	0.0%
4" Meter	\$ 50.46	\$ 50.46	\$ -	0.0%

Wastewater Base Rates				
Category	Current Rate	Proposed Rate	\$ Inc	% Inc
Residential	\$ 13.67	\$ 14.42	\$ 0.75	5.5%
Nonresidential	\$ 19.67	\$ 20.42	\$ 0.75	3.8%

Base Bill Residential				
Meter Size	Current Rate	Proposed Rate	\$ Inc	% Inc
1" Meter	\$ 35.12	\$ 37.89	\$ 2.77	7.9%
1.5" Meter	\$ 55.69	\$ 60.48	\$ 4.79	8.6%
2" Meter	\$ 80.40	\$ 87.61	\$ 7.21	9.0%
3" Meter	\$ 138.03	\$ 150.90	\$ 12.87	9.3%
4" Meter	\$ 220.34	\$ 241.29	\$ 20.95	9.5%

Base Bill Nonresidential				
Meter Size	Current Rate	Proposed Rate	\$ Inc	% Inc
1" Meter	\$ 41.12	\$ 43.89	\$ 2.77	6.7%
1.5" Meter	\$ 61.69	\$ 66.48	\$ 4.79	7.8%
2" Meter	\$ 86.40	\$ 93.61	\$ 7.21	8.3%
3" Meter	\$ 144.03	\$ 156.90	\$ 12.87	8.9%
4" Meter	\$ 226.34	\$ 247.29	\$ 20.95	9.3%

Note: New base rates will be effective October 1, 2024. The volumetric rates will be adjusted effective January 1, 2025 based on the new Trinity River Authority (TRA) rates. The new rates will be brought to Council later this year.

Projections – Utilities Fund



City of Colleyville Utilities Fund Projection - Operating	2019	2020	2021	2022	2023	2024		2025	2026	2027	2028	2029	2030
	Actual					Original Budget	Revised Estimate	Proposed Budget	Projected Budget				
Revenues:													
SALE OF MATERIAL	1,768	3,391	3,214	4,311	3,240	-	-	-	-	-	-	-	-
SALE OF SURPLUS PROPERTY	-	971	-	21,305	2,049	-	-	-	-	-	-	-	-
INVESTMENT INCOME/(LOSSES)	165,034	104,305	16,365	(81,715)	351,848	150,000	500,000	200,000	200,000	200,000	200,000	200,000	200,000
MISCELLANEOUS	16,938	8,505	14,438	16,192	17,173	15,000	17,000	17,000	17,680	18,387	19,123	19,888	20,683
WATER REVENUE-BASE RATE	2,968,270	1,610,947	2,056,262	1,966,751	2,171,138	2,190,683	2,297,981	2,373,871	2,468,826	2,567,579	2,670,283	2,777,094	2,888,178
SEWER REVENUE-BASE RATE	1,525,816	1,241,759	1,423,463	1,513,305	1,566,422	1,628,164	1,614,604	1,722,064	1,790,946	1,862,584	1,937,087	2,014,571	2,095,154
T.R.A TRUE-UP	-	-	-	995,679	1,627,558	-	-	-	-	-	-	-	-
SEWER INSTALLATION	10,800	7,200	6,800	4,500	1,900	4,000	200	2,000	2,000	2,000	2,000	2,000	2,000
WATER INSTALLATION	35,890	24,430	16,920	18,306	40,731	20,000	32,000	20,000	20,000	20,000	20,000	20,000	20,000
WATER REVENUE-VOLUME RATE	7,383,775	10,123,865	9,710,458	12,108,308	13,114,292	16,027,206	13,500,000	16,027,206	16,828,566	17,669,995	18,553,494	19,481,169	20,455,227
SEWER REVENUE-VOLUME RATE	2,873,370	2,964,397	3,306,952	3,784,632	3,854,630	3,862,562	3,940,000	3,862,562	4,055,691	4,258,475	4,471,399	4,694,969	4,929,717
ENGINEERING & DEVELOP CHARGES	9,437	62,217	-	16,343	-	5,000	-	-	-	-	-	-	-
PENALTIES	175,917	91,060	82,164	190,867	176,782	200,000	200,000	200,000	208,000	216,320	224,973	233,972	243,331
GRANT PROCEEDS	-	-	-	5,578	-	-	-	-	-	-	-	-	-
Total Revenues	15,167,016	16,243,046	16,637,035	20,564,361	22,927,765	24,102,616	22,101,785	24,424,703	25,591,709	26,815,340	28,098,358	29,443,662	30,854,290
								1.3%	4.8%	4.8%	4.8%	4.8%	4.8%
Expenses:													
Total Expenses	15,301,206	16,743,017	16,261,930	19,152,380	21,035,357	23,586,853	21,512,485	23,908,883	25,043,579	26,233,336	27,480,852	28,788,956	30,160,618
								1.4%	4.7%	4.8%	4.8%	4.8%	4.8%
Operating Transfers:													
Transfers-out	(270,403)	(250,030)	(281,861)	(304,739)	(325,917)	(515,763)	(434,663)	(434,663)	(434,663)	(434,663)	(434,663)	(434,663)	(434,663)
Total Operating Transfers In/(Out)	(270,403)	(250,030)	(281,861)	(304,739)	(325,917)	(515,763)	(434,663)	(434,663)	(434,663)	(434,663)	(434,663)	(434,663)	(434,663)
Operating Surplus/(Deficit)	(404,593)	(750,001)	93,244	1,107,243	1,566,491	-	154,638	81,158	113,467	147,341	182,844	220,043	259,009
Operating Surplus Transfer to Capital	(1,548,360)	(1,344,808)	(2,035,417)	(3,070,466)	(1,566,491)	-	(1,331,100)	(1,331,100)	(1,331,100)	(1,331,100)	(1,331,100)	(1,331,100)	(1,331,100)
Net Change in Available Funds	(1,952,953)	(2,094,809)	(1,942,173)	(1,963,223)	-	-	(1,176,462)	(1,249,942)	(1,217,633)	(1,183,759)	(1,148,256)	(1,111,057)	(1,072,091)
Available Funds, beginning							10,758,767	9,582,305	8,332,363	7,114,730	5,930,971	4,782,715	3,671,658
Available Funds, ending							9,582,305	8,332,363	7,114,730	5,930,971	4,782,715	3,671,658	2,599,567
90-day Operating (Reserve Policy)							5,353,121	5,952,221	6,235,895	6,533,334	6,845,213	7,172,239	7,515,154
Available Funds Above/(Below) Policy							4,229,184	2,380,143	878,836	(602,363)	(2,062,498)	(3,500,581)	(4,915,587)

Projections – Drainage Fund



City of Colleyville Drainage Fund Projection - Operating	2019	2020	2021	2022	2023	2024		2025	2026	2027	2028	2029	2030
	Actual					Original Budget	Revised Estimate	Proposed Budget	Projected Budget				
Revenues:													
SALE OF SURPLUS PROPERTY	-	18,980	-	21,605	-	-	-	-	-	-	-	-	-
INVESTMENT INCOME/(LOSSES)	25,421	8,168	(1,163)	4,952	31,333	15,000	37,000	15,000	15,000	15,000	15,000	15,000	15,000
PENALTIES	10,907	5,105	4,667	9,780	8,783	10,000	11,213	10,000	10,200	10,404	10,612	10,824	11,041
GRANT PROCEEDS	-	-	-	2,337	-	-	-	-	-	-	-	-	-
DRAINAGE FEE REVENUES	1,000,521	1,002,409	1,008,732	1,001,458	1,035,867	1,457,143	1,444,552	1,733,000	2,022,000	2,062,440	2,103,689	2,145,763	2,188,678
Total Revenues	1,036,849	1,034,662	1,012,236	1,040,133	1,075,984	1,482,143	1,492,765	1,758,000	2,047,200	2,087,844	2,129,301	2,171,587	2,214,719
		-0.2%	-2.2%	2.8%	3.4%		0.7%	18.6%	16.5%	2.0%	2.0%	2.0%	2.0%
Expenses:													
Total Expenses	834,492	708,178	812,096	719,296	827,230	738,386	722,284	761,805	789,342	817,924	847,592	878,388	910,357
		-15.1%	14.7%	-11.4%	15.0%		-2.2%	3.2%	3.6%	3.6%	3.6%	3.6%	3.6%
Operating Surplus/(Deficit)	202,357	326,484	200,140	320,836	248,754	743,757	770,481	996,195	1,257,858	1,269,920	1,281,709	1,293,199	1,304,362
Operating Surplus Transfer to Capital	-	(342,904)	(351,869)	(456,252)	(248,754)	-	(770,000)	(1,000,000)	(1,200,000)	(1,200,000)	(1,200,000)	(1,200,000)	(1,200,000)
Net Change in Available Funds	202,357	(16,420)	(151,729)	(135,416)	-	743,757	481	(3,805)	57,858	69,920	81,709	93,199	104,362
Available Funds, beginning							829,618	830,099	826,294	884,152	954,072	1,035,781	1,128,979
Available Funds, ending							830,099	826,294	884,152	954,072	1,035,781	1,128,979	1,233,341
90-day Operating (Reserve Policy)							180,571	190,451	197,335	204,481	211,898	219,597	227,589
Available Funds Above/(Below) Policy							649,528	635,842	686,816	749,591	823,883	909,382	1,005,752

Note: Effective 10/1/2024, drainage rates will automatically increase by 20% to fund additional capital expenditures. The residential rate will increase from \$10 to \$12. Additionally, effective 10/1/2025, drainage rates will automatically increase by an additional 16.7% to fund further capital expenditures. The residential rate will increase from \$12 to \$14.

FY 2025 – CAPITAL IMPROVEMENT PLAN

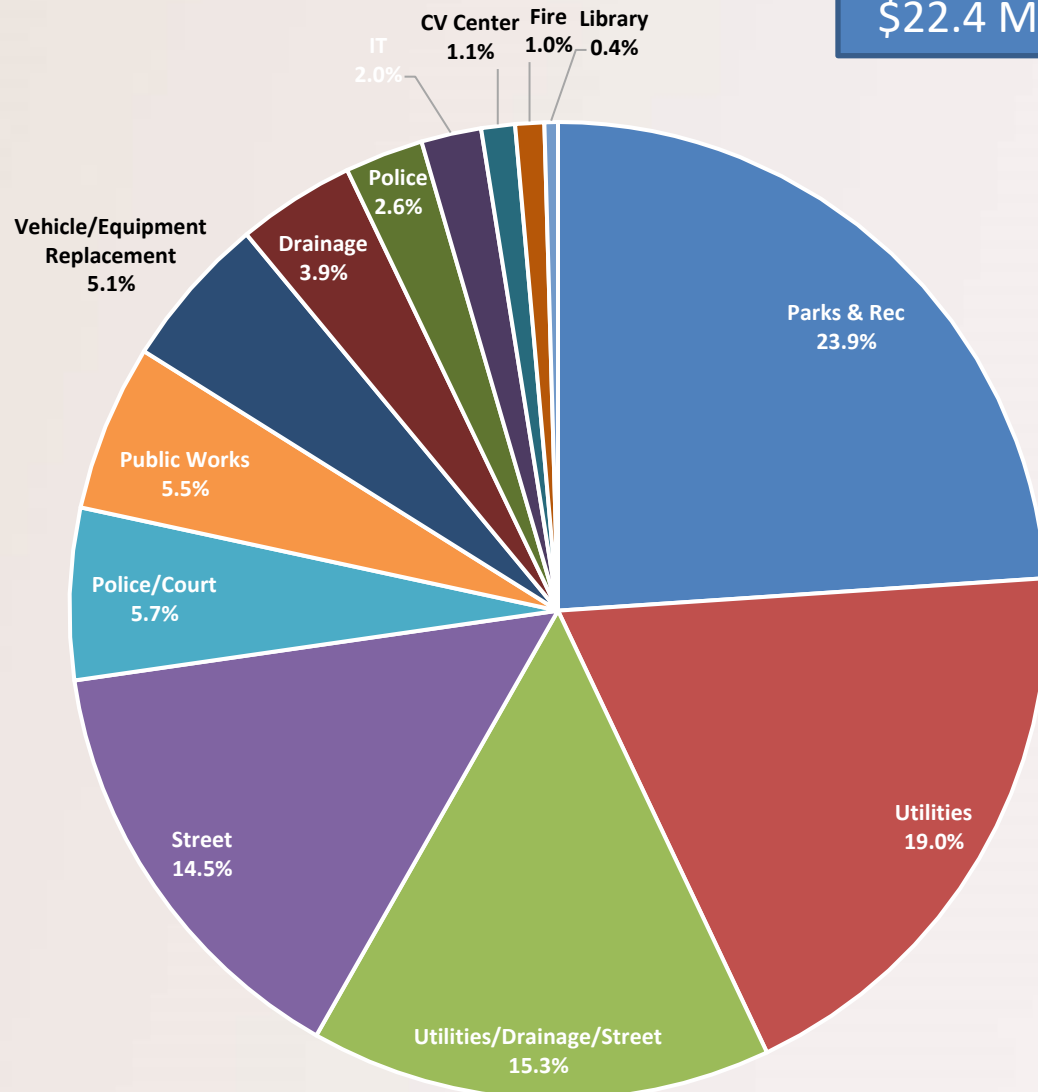
Capital Improvement Plan – Year One



Year One
\$22.4 Million

Expenditures by Category (Capital)	
Parks & Rec	\$ 5,370,000
Utilities	4,270,000
Utilities/Drainage/Street	3,425,000
Street	3,250,000
Police/Court	1,271,900
Public Works	1,238,860
Vehicle/Equipment Replacement	1,139,676
Drainage	875,000
Police	582,373
IT	446,685
CV Center	250,000
Fire	215,000
Library	100,000
	\$ 22,434,494

Note: Please see the project list in later slides for more detailed information.



Note: Does not include TIF.

FY 2025 BUDGET – NEXT STEPS

Next Steps



8/20/2024

Discuss Tax Rate, take
record vote on proposed
rate, and schedule
public hearing

9/17/2024

Tax Rate and Budget
Adoption, second and
final vote

9/4/2024

Tax Rate Hearing and
Budget Hearing with
first vote

10/1/2024

FY2025 Budget Starts

QUESTIONS AND DISCUSSION

ADDITIONAL MINOR FUND SUMMARIES

Projections – Hotel Tax Fund



City of Colleyville Hotel Occupancy Tax Fund Projection	2019	2020	2021	2022	2023	2024		2025	2026	2027	2028	2029	2030
	Actual					Original Budget	Revised Estimate	Proposed Budget	Projected Budget				
Revenues:													
HOTEL TAX	251,749	113,691	116,980	200,156	211,461	200,000	230,000	230,000	234,600	239,292	244,078	248,959	253,939
INVESTMENT INCOME/(LOSSES)	7,060	3,823	120	831	999	2,000	-	-	-	-	-	-	-
MISCELLANEOUS	-	373	864	-	-	-	-	-	-	-	-	-	-
Total Revenues	258,809	117,887	117,964	200,987	212,460	202,000	230,000	230,000	234,600	239,292	244,078	248,959	253,939
Expenses:													
Total Expenses	122,848	218,456	271,409	284,605	257,642	188,532	250,966	285,827	295,844	306,234	317,010	328,187	339,782
Net Change in Available Funds	135,960	(100,569)	(153,445)	(83,618)	(45,181)	13,468	(20,966)	(55,827)	(61,244)	(66,942)	(72,932)	(79,228)	(85,844)
Available Funds, beginning							116,761	95,795	39,968	(21,276)	(88,218)	(161,150)	(240,378)
Available Funds, ending							95,795	39,968	(21,276)	(88,218)	(161,150)	(240,378)	(326,221)

Projections – Debt Service Fund



City of Colleyville Debt Service Fund Projection	2019	2020	2021	2022	2023	2024		2025	2026	2027	2028	2029	2030
	Actual					Original Budget	Revised Estimate	Proposed Budget	Projected Budget				
Revenues:													
CURRENT TAXES	825,615	849,975	796,585	615,390	591,984	649,871	652,411	911,283	967,730	1,023,610	1,072,117	1,067,867	1,081,492
DELINQUENT TAXES	1,596	2,198	4,090	1,011	2,172	2,000	655	2,000	2,000	2,000	2,000	2,000	2,000
PENALTY & INTEREST	4,195	4,753	4,099	2,872	3,171	2,000	3,454	2,000	2,000	2,000	2,000	2,000	2,000
INVESTMENT INCOME/(LOSSES)	12,162	5,932	466	6,451	33,395	25,000	-	10,000	10,000	10,000	10,000	10,000	10,000
TRANSFER-IN CCCPD FUND	509,100	-	-	-	-	-	-	-	-	-	-	-	-
DEBT PYMT FROM TIF- 2011 RFNDG	653,725	654,675	-	-	-	-	-	-	-	-	-	-	-
TRANSFER FROM GENERAL FUND	-	-	-	-	-	560,000	160,000	552,000	500,000	500,000	500,000	500,000	500,000
Total Revenues	2,006,393	1,517,533	805,240	625,724	630,722	1,238,871	816,520	1,477,283	1,481,730	1,537,610	1,586,117	1,581,867	1,595,492
Expenses:													
G.O. REFUNDING BONDS (2006)	540,000	-	-	-	-	-	-	-	-	-	-	-	-
G.O. REFUNDING BONDS (2011)	160,000	170,000	-	-	-	-	-	-	-	-	-	-	-
G.O. REFUNDING BONDS (2016)	810,000	875,000	410,000	425,000	435,000	500,000	445,000	455,000	465,000	475,000	-	-	-
COMB TAX REV CERT OBLIG- 2022	-	-	-	-	-	-	55,000	55,000	55,000	55,000	475,000	495,000	520,000
NEW BONDED DEBT	-	-	-	-	-	-	-	-	-	-	-	-	-
2020 PUMPER LEASE	-	-	105,701	108,544	111,463	120,700	120,700	120,700	-	-	-	-	-
NEW PUMPER LEASE	-	-	-	-	-	-	-	-	125,000	162,000	162,000	162,000	162,000
2016 FIRE ENGINE LEASE	38,625	39,738	40,884	42,062	43,275	48,485	48,485	48,484	48,485	-	-	-	-
NEW FIRE ENGINE LEASE	-	-	-	-	-	-	-	-	-	-	-	-	-
2025 Ladder Truck	-	-	-	-	-	-	-	297,185	297,185	297,185	297,185	297,185	297,185
FIRE TRUCK LOAN	111,157	(5,244)	-	-	-	-	-	-	-	-	-	-	-
2018 AMBULANCE LEASE	43,695	45,189	46,735	48,334	-	-	-	-	-	-	-	-	-
2023 AMBULANCE LEASE	-	-	153,412	111,611	115,730	110,000	120,000	120,000	120,000	-	-	-	-
NEW AMBULANCE LEASE	-	-	-	-	-	-	-	-	-	140,000	140,000	140,000	154,000
BOND PAYMENT INTEREST	154,525	110,213	106,963	84,846	352,816	454,775	454,775	443,025	431,075	418,925	400,925	376,675	351,300
PAYING AGENTS FEES	1,500	1,500	750	750	750	1,500	1,500	1,500	1,500	1,500	750	750	750
Total Expenses	1,859,501	1,236,398	864,446	821,148	1,059,034	1,235,460	1,245,460	1,540,894	1,543,245	1,549,610	1,475,860	1,471,610	1,485,235
Net Change in Available Funds	146,892	281,135	(59,206)	(195,424)	(428,312)	3,411	(428,940)	(63,611)	(61,515)	(12,000)	110,258	110,258	110,258
Available Funds, beginning							443,065	14,126	(49,485)	(111,000)	(123,000)	(12,742)	97,515
Available Funds, ending							14,126	(49,485)	(111,000)	(123,000)	(12,742)	97,515	207,773

Projections – Miscellaneous Special Revenue Funds



City of Colleyville Fiscal Year 2025 Budget	Misc Special Revenue Funds	Parkland Dedication Fund 012	Grant Fund 016	Court Tech Fund 029	Court Security Fund 030	Tomorrow Fund - Colleyville 034	Tomorrow Fund - Parks 035	Voluntary Park Fund 005	Voluntary Library Fund 011	Library Bldg Donation Fund 019	Tree Preservation Fund 018	Juvi Case Manager Fund 037
FY 2024												
Available Funds, 10/1/2023	\$ 3,779,056	\$ 654,198	\$ (246,526)	\$ 11,236	\$ 2,194	\$ 64,552	\$ 943,625	\$ 1,270,432	\$ 574,401	\$ 66,543	\$ 336,476	\$ 101,925
Total Revenues	932,020	36,200	246,526	46,609	55,373	-	50,000	230,000	203,000	26,000	14,000	24,312
Total Expenses	330,668	-	-	53,900	66,768	-	-	-	190,000	20,000	-	-
Operating Transfers In/(Out)	-	-	-	-	-	-	-	-	-	-	-	-
Operating Surplus/(Deficit)	601,352	36,200	246,526	(7,291)	(11,395)	-	50,000	230,000	13,000	6,000	14,000	24,312
Capital	(50,000)	-	-	-	-	-	-	(50,000)	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-
Operating Surplus Transfer to Capital	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Available Funds	551,352	36,200	246,526	(7,291)	(11,395)	-	50,000	180,000	13,000	6,000	14,000	24,312
FY 2025												
Available Funds, 10/1/2024	4,330,408	690,398	-	3,945	(9,201)	64,552	993,625	1,450,432	587,401	72,543	350,476	126,237
Total Revenues	2,778,696	35,000	2,187,760	45,048	65,688	-	25,000	198,500	189,000	-	7,500	25,200
Total Expenses	315,732	-	-	49,600	71,132	-	-	-	195,000	-	-	-
Operating Transfers In/(Out)	-	-	-	-	-	-	-	-	-	-	-	-
Operating Surplus/(Deficit)	2,462,964	35,000	2,187,760	(4,552)	(5,444)	-	25,000	198,500	(6,000)	-	7,500	25,200
Capital	(4,102,760)	(650,000)	(2,187,760)	-	-	-	(230,000)	(935,000)	(100,000)	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-
Operating Surplus Transfer to Capital	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Available Funds	(1,639,796)	(615,000)	-	(4,552)	(5,444)	-	(205,000)	(736,500)	(106,000)	-	7,500	25,200
FY 2026												
Available Funds, 10/1/2025	\$ 2,690,612	\$ 75,398	\$ -	\$ (607)	\$ (14,645)	\$ 64,552	\$ 788,625	\$ 713,932	\$ 481,401	\$ 72,543	\$ 357,976	\$ 151,437

Projections – Capital Project Funds



City of Colleyville Fiscal Year 2025 Budget					
	Capital Project Funds	Capital Project Fund 003	Vehicle/Equip Repl Fund 032	Capital Utility Fund 039	Drainage Capital Fund 041
FY 2024					
Available Funds, 10/1/2023	\$ 30,003,346	\$ 12,247,192	\$ 1,788,063	\$ 14,347,153	\$ 1,620,939
Total Revenues	2,476,529	488,000	94,898	1,819,526	74,105
Total Expenses	-	-	-	-	-
Operating Transfers In/(Out)	524,706	-	524,706	-	-
Operating Surplus/(Deficit)	3,001,235	488,000	619,604	1,819,526	74,105
Capital	(11,870,415)	(5,755,000)	(523,815)	(4,369,719)	(1,221,881)
Debt Service	-	-	-	-	-
Operating Surplus Transfer to Capital	4,601,100	2,500,000	-	1,331,100	770,000
Net Change in Available Funds	(4,268,080)	(2,767,000)	95,789	(1,219,093)	(377,776)
FY 2025					
Available Funds, 10/1/2024	25,735,266	9,480,192	1,883,852	13,128,060	1,243,163
Total Revenues	1,755,600	217,500	234,600	1,227,800	75,700
Total Expenses	-	-	-	-	-
Operating Transfers In/(Out)	642,000	-	642,000	-	-
Operating Surplus/(Deficit)	2,397,600	217,500	876,600	1,227,800	75,700
Capital	(17,014,361)	(7,283,000)	(997,718)	(6,410,711)	(2,322,932)
Debt Service	-	-	-	-	-
Operating Surplus Transfer to Capital	3,831,100	1,500,000	-	1,331,100	1,000,000
Net Change in Available Funds	(10,785,661)	(5,565,500)	(121,118)	(3,851,811)	(1,247,232)
FY 2026					
Available Funds, 10/1/2025	\$ 14,949,605	\$ 3,914,692	\$ 1,762,734	\$ 9,276,249	\$ (4,069)

FY 2025 – CAPITAL IMPROVEMENT PLAN PROJECT LIST

Capital Improvement Plan – Year One



Title	Total Project Cost	Capital Projects Fund	Capital Utility Fund	CCPD	CEDC	Drainage Capital Fund	Grant	Parkland Dedication Fund	Tomorrow Fund - Parks	Vehicle Replacement Fund	Voluntary Park Fund	Voluntary Library Fund
Additional Parking at Kimzey Park	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -
Awnings at Parks Facility	200,000	-	-	-	200,000	-	-	-	-	-	-	-
Bandit Trail Drainage Improvements -Design	100,000	-	-	-	-	100,000	-	-	-	-	-	-
Bear Cat Armored Vehicle	77,373	-	-	77,373	-	-	-	-	-	-	-	-
Bedford Low Water Crossing at Little Bear Creek Design	550,000	-	-	-	-	550,000	-	-	-	-	-	-
Bransford Rd Trail (Field St to Cotton Belt Trail)-Construction	1,100,000	1,100,000	-	-	-	-	-	-	-	-	-	-
Caboose Painting	35,000	-	-	-	-	-	-	-	-	-	35,000	-
Central Fire Station - landscape, retainer wall, stamped concrete	35,000	35,000	-	-	-	-	-	-	-	-	-	-
City Park 9 - 40'x206' along 3rd base extension	30,000	-	-	-	30,000	-	-	-	-	-	-	-
City Park field #2 - Infield renovation (laser grade & lip removal)	25,000	-	-	-	25,000	-	-	-	-	-	-	-
City Park Field #6 & #7 - 40'x135' backstop net extensions	30,000	-	-	-	30,000	-	-	-	-	-	-	-
Colleyville Center Improvements	250,000	250,000	-	-	-	-	-	-	-	-	-	-
Ditch Witch	130,000	-	130,000	-	-	-	-	-	-	-	-	-
Fiber Project	300,000	300,000	-	-	-	-	-	-	-	-	-	-
Fire CAD Upgrade	30,000	30,000	-	-	-	-	-	-	-	-	-	-
Fire Training Facility	150,000	50,000	-	-	-	-	100,000	-	-	-	-	-
FY25 Annual Sidewalk Connectivity - Montclair Construction	800,000	800,000	-	-	-	-	-	-	-	-	-	-
FY25 Drainage Improvements	50,000	-	-	-	-	50,000	-	-	-	-	-	-
FY25 Green Ribbon SH 26 & Longwood	400,000	-	-	-	-	-	400,000	-	-	-	-	-
FY25 Light Pole Painting/Replacement Program	50,000	50,000	-	-	-	-	-	-	-	-	-	-
FY25 New Park Amenity	600,000	300,000	-	-	-	-	-	150,000	-	-	150,000	-
FY25 Park Beautification	50,000	-	-	-	-	-	-	-	-	-	50,000	-
FY25 Park Playground/Splash Pad	1,100,000	150,000	-	-	-	-	-	400,000	-	-	550,000	-
FY25 Park Tree Installation Program	50,000	-	-	-	-	-	-	-	-	-	50,000	-
FY25 Parking Facility Pavement Marking	50,000	50,000	-	-	-	-	-	-	-	-	-	-
FY25 Parkway Tree Removal and Replacement	75,000	75,000	-	-	-	-	-	-	-	-	-	-
FY25 Security Cameras in Parks	100,000	-	-	-	100,000	-	-	-	-	-	-	-
FY25 Street Maintenance Program	1,000,000	1,000,000	-	-	-	-	-	-	-	-	-	-
FY25 Street Pavement Marking	100,000	100,000	-	-	-	-	-	-	-	-	-	-
Heritage Ave Bridge and Turn Lane Only	750,000	375,000	-	-	-	-	375,000	-	-	-	-	-
Heritage Ave Design	550,000	275,000	-	-	-	-	275,000	-	-	-	-	-

Capital Improvement Plan – Year One



Title	Total Project Cost	Capital Projects Fund	Capital Utility Fund	CCPD	CEDC	Drainage Capital Fund	Grant	Parkland Dedication Fund	Tomorrow Fund - Parks	Vehicle Replacement Fund	Voluntary Park Fund	Voluntary Library Fund
Heritage Bridge Over LBC Scour Countermeasure Construction	450,000	-	-	-	-	450,000	-	-	-	-	-	-
Jackson Rd Waterline Relocation Construction	750,000	-	750,000	-	-	-	-	-	-	-	-	-
Justice Center Backup Generator	971,900	243,000	-	-	-	-	728,900	-	-	-	-	-
Justice Center Interior Renovation	300,000	300,000	-	-	-	-	-	-	-	-	-	-
LD Lockett Pump, Motor & Starter Replacement Assessment	25,000	-	25,000	-	-	-	-	-	-	-	-	-
Library Equipment Replacement	100,000	-	-	-	-	-	-	-	-	-	-	100,000
NETCO Radio Consortium	165,000	-	-	165,000	-	-	-	-	-	-	-	-
Northern Gateway Flood Study/Drainage Analysis	100,000	-	-	-	-	100,000	-	-	-	-	-	-
Park Signage Replacement	150,000	-	-	-	150,000	-	-	-	-	-	-	-
Parks Department Projects	200,000	200,000	-	-	-	-	-	-	-	-	-	-
Pleasant Run Park Parking Lot - Engineering	30,000	-	-	-	-	-	-	-	30,000	-	-	-
Portable Radios	340,000	-	-	340,000	-	-	-	-	-	-	-	-
Public Works Service Center Emergency Generator	190,000	-	-	-	-	-	190,000	-	-	-	-	-
Recreation Center Fence and Signage	200,000	-	-	-	-	-	-	-	200,000	-	-	-
Rec Center HVAC Replacement Phase 1	300,000	300,000	-	-	-	-	-	-	-	-	-	-
Rec Center Master Plan Study	200,000	-	-	-	200,000	-	-	-	-	-	-	-
Rec Center North Gym	295,000	295,000	-	-	-	-	-	-	-	-	-	-
Rehabilitation of Manholes	150,000	-	150,000	-	-	-	-	-	-	-	-	-
Roberts Road Phase II Construction	400,000	400,000	-	-	-	-	-	-	-	-	-	-
Senior Center Outdoor Fitness	100,000	-	-	-	-	-	-	100,000	-	-	-	-
Transportation Alternatives Active Transportation Plan	148,860	30,000	-	-	-	-	118,860	-	-	-	-	-
Vector Truck	515,000	-	515,000	-	-	-	-	-	-	-	-	-
Vehicle Replacment	1,286,361	-	140,711	-	-	147,932	-	-	-	997,718	-	-
Wagonwheel and Chisolm - Design	75,000	-	-	-	-	75,000	-	-	-	-	-	-
Water Project 11 - Tinker Road Water/Drainage/Roadway Rehab	800,000	200,000	400,000	-	-	200,000	-	-	-	-	-	-
Water Project 18 - Pecan Park Estates Phase I - Construction (cont)	350,000	-	-	-	-	350,000	-	-	-	-	-	-
Water Project 18 - Pecan Park Estates Phase II - Construction	2,275,000	375,000	1,600,000	-	-	300,000	-	-	-	-	-	-
Water Project 5 - Brighton Oaks - Design	250,000	-	250,000	-	-	-	-	-	-	-	-	-
Water Tower Tank Mixers	250,000	-	250,000	-	-	-	-	-	-	-	-	-
Woodbriar and Quail Crest Water/WW - PHI - Construction	2,000,000	-	2,000,000	-	-	-	-	-	-	-	-	-
Woodbriar and Quail Crest Water/WW - PHII - Design	200,000	-	200,000	-	-	-	-	-	-	-	-	-
	\$22,434,494	\$ 7,283,000	\$ 6,410,711	\$ 582,373	\$ 735,000	\$ 2,322,932	\$ 2,187,760	\$ 650,000	\$ 230,000	\$ 997,718	\$ 935,000	\$ 100,000



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 8/6/2024

Type Worksession

Department Community Development

Title

Discussion of Tree Ordinance Updates

Explanation

The Urban Forestry Committee has met several times to discuss the City's purpose of protecting all trees in Colleyville with priority protection of "heritage" trees to the greatest extent possible. The Committee began by reviewing the existing regulations as well as those of our surrounding communities. During this process, changes were proposed and then evaluated on specific properties and types of development. In the end, it was decided to modify the existing language in Chapter 5 Urban Forestry. Additionally, the committee authorized the creation of the Community Forestry Program that pledges to propel the City towards an increasingly environmentally conscious, greener, and beautiful future. The presentation will outline the process and present the proposed outcomes.

Attachments

1. Ch.5 Urban Forestry Presentation
2. Community Forestry Program
3. Ch. 5 Urban Forestry - red-line for drafting an amended ordinance

Chapter 5: Urban Forestry

August 6, 2024
Council Worksession

Original Purpose:

- Protect all trees in Colleyville
- Prioritize protection of “heritage” trees to the greatest extent possible
 - balance with property rights
- Verify that proper tree species are being planted, preserved, and appropriately managed
 - Goal for best practices in: types, location, & overall health

Urban Forestry Committee



City Urban Forestry Ordinance Committee Members:

Mayor Bobby Lindamood

Mayor Pro Tem Brandi Elder

Deputy Mayor Pro Tem Scotty Richardson

City Manager Jerry Ducay

Assistant City Manager Adrienne Lothery

Assistant City Manager Mark Wood

Community Development Director Ben Bryner

Planning Manager Jackie Reyff

Planner Chris Pham

Planner/Urban Forester Kris Potts – ISA Certified Arborist (TX-5066A)

Meetings:

- September 25, 2023 – Introduction, dissemination of material, future goals
- October 10, 2023 – Detailed review of current vs. previous regulations
 - Discussion led to creation of potential draft regulations
- October 24, 2023 – Detailed review of draft regulations with focus on mitigation
 - Discussion identified need for balance with property rights
- November 7, 2023 – Detailed review of multiple individual lots
 - Decision was made to review and modify (redline) the existing language in Ch. 5

{Initial draft of the amendments sent to the committee for review in November}
- July 9, 2024 – First committee review of the amendments
- July 24, 2024 – Final review of amendments; creation of Community Forestry Program

Community Forestry Program



Mission

The City of Colleyville's Community Forestry Program highlights Colleyville's commitment to engage, educate, and enhance the community through urban forestry. This multifaceted, five-component plan provides a cross-discipline approach that pledges to propel the city towards an increasingly environmentally conscious, greener, and beautiful future. The program consists of legislative reform, educational initiatives, financial incentives, and the establishment of on-the-ground programs to assess tree health in both parks and commercial areas.

Components

1. Urban Forestry Ordinance Rewrite
2. Commercial Tree Survey Program
3. Parkway Tree Planting Grant Program
4. Codification of Tree Health Standards
5. City Parks Tree Planting Program

COLLEYVILLE, TEXAS

The City of Colleyville
Community Forestry Program



2024

City of Colleyville
100 Main Street
COLLEYVILLE, TEXAS 76034

Component #1: Urban Forestry Ordinance Rewrite: Ch. 5 Amendments



Section 5.1 Purpose Of This Chapter – additional purpose added:
“Discouraging clear-cutting tree removal within the City of Colleyville.”

Section 5.4 Definitions – additional definitions added:

Diameter at Breast Height (DBH) - standard form of measurement that measures a tree’s diameter at a height of 4.5 feet above ground level.

Homestead Property – any residentially zoned property that is used exclusively as a dwelling by the property owner for no less than 6 months. Property owner may include immediate relatives not paying rent.

Non-Homestead Property – any non-homestead property or property proposed for development, redevelopment or expansion of existing structure by more than 50% of square footage.

Protected Trees – any tree with a 6” or greater DBH on non-homestead property within the City of Colleyville.

Heritage Tree – trees of exceptional size or species as identified in Exhibit “A” attached to this Chapter.

Component #1: Urban Forestry Ordinance Rewrite: Ch. 5 Amendments



Section 5.6 Applicability & Exemptions – clarified exemptions for city workers and homestead properties

1. The City of Colleyville is exempt from any and all provisions of this Ordinance for property owned, leased or managed by the City.
2. Any activity undertaken on residentially zoned homestead property, or homestead AG-zoned property less than 5 acres, resulting in the removal of a tree excluding any tree preservation easement depicted on plat. Trees within "tree preservation easements" shall be subject to regulation terms regardless of homestead status.

State law allows for the removal of any tree less than 10" DBH on property deemed "homestead" at the time of removal. This does not preclude the requirement to provide a permit application documenting trees greater than 6" DBH.

Component #1: Urban Forestry Ordinance Rewrite: Ch. 5 Amendments



Section 5.7 Tree Preservation and Canopy Cover

- Provided minor adjustments to the Non-Protected Tree list
- Non-Homestead property, including new development, redevelopment, and residential or commercial structure additions beyond 50% of existing square footage, 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.
{no change to the regulations for the different scenarios}

Section 5.8 Heritage Trees – Provided sizes on the Tree List

- 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. Heritage tree sizes are on the City's recommended tree list in Exhibit "A" attached to this Chapter.

Component #1: Urban Forestry Ordinance Rewrite: Ch. 5 Amendments



Section 5.15 Tree Board

The Colleyville City Council shall appoint the Colleyville Tree Board. The Tree Board shall be advisory in nature and include one member from the City Council, Park Board, City Staff (arborist) and Colleyville citizenry. Areas of focus for the Tree Board shall include:

1. Develop Five Year Tree Placement Plan
2. Parkway Tree Placement Program Administration
3. Publish Tree Installation and Maintenance Standard

Component #2: Commercial Tree Survey Program



Focus:

- Key commercial areas of the City, assessing health and planting needs with the expressed purpose of maintaining the stability of existing/proposed planting locations.
- On-the-ground cataloging and geotagging of all the trees, documenting each tree's health, species, and location, and ensuring that a photo of each individual tree is uploaded to a database.
- Ascertains that trees in commercial areas are placed in the correct locations and are being properly cared for.



Component #3:

Parkway Tree Planting Grant Program



A parkway is the area of public right-of-way between the curb and property line, many of which in Colleyville are simply just grass.

Budget: \$50,000 annually

- To support matching funds to individuals or HOAs who wish to undertake a parkway tree planting program
- The matching funds would be in the form of a grant from the city upon review by our city's Beautification Committee.

Taking advantage of the parkway area could provide a great opportunity to capitalize on empty space and instead fill it with lush and beautiful trees.

COLLEYVILLE, TEXAS

The City of Colleyville
Community Forestry Program



2024

City of Colleyville
100 Main Street
COLLEYVILLE, TEXAS 76034

Component #4:

Codification of Tree Health Standards



For Planting, Treatment, and Maintenance:

- a) Chose a safe and unobstructed sight, away from plumbing, power lines, or any other utility, with direct access to ample sunlight and adequate water supply.
- b) Dig a hole about twice as wide and just as deep as the height of the root ball.
- c) Use the soil dug from the hole as backfill, avoiding the use of soil amendments, such as compost, peat moss, or shredded pine bark.
- d) After planting the tree, construct a 4 inch tall berm around the hole, constructing the berm with soil and mulch.
- e) Fill the berm with water and continue watering the tree regularly over the course of the first three weeks.
- f) Start phasing out the watering process over the course of the fourth week and on, eventually allowing the tree to thrive on natural rainfall alone.
- g) Check on the tree in regular two to three week intervals, inspecting the trunk and leaves to ensure the tree is safe from disease or infestation and reacting accordingly to any irregularities caused by changes in the amount of sunlight or water the tree receives.

Component #5: City Parks Tree Planting Program



- Similar to the Commercial Tree Survey Program
- Budget: \$50,000-\$75,000 annually
- Will consist of the on-the-ground cataloging and geotagging of all the trees in the City's public parks documenting:
 - Tree health
 - Species
 - Location
 - photo of each individual tree
- This program appends these goals, however, with the expressed intent of implementing additional trees into the City's parks, and managing the health and up-keep of current trees.

COLLEYVILLE, TEXAS

**The City of Colleyville
Community Forestry Program**



2024

**City of Colleyville
100 Main Street
COLLEYVILLE, TEXAS 76034**

Questions/Comments

The City of Colleyville Community Forestry Program



2024

**City of Colleyville
100 Main Street
COLLEYVILLE, TEXAS 76034**

MISSION

The City of Colleyville's Community Forestry Program highlights Colleyville's commitment to engage, educate, and enhance the community through urban forestry. This multifaceted, five-component plan provides a cross-discipline approach which pledges to propel the City toward an increasingly environmentally conscious, greener, and beautiful future. The program consists of legislative reform, educational initiatives, financial incentives, and the establishment of on-the-ground programs to assess tree health in both parks and commercial areas.

This undertaking is the culmination of work by residents, staff, and elected officials and exemplifies Colleyville's commitment to our Tree City designation. It is designed to be flexible and expanded/alterd as needed. The program shall be reviewed on an annual basis with changes presented to the Tree Board for consideration and adoption.

COMPONENTS

With the Colleyville Community Forestry Program, five components or action items, are introduced. These items serve as the foundation from which the plan reaches the community and produces definable enhancements within the City's tree population. The five components include: (1) re-write of the city's Urban Forestry (Tree) Ordinance; (2) survey of commercial tree placement and maintenance; (3) creation of a parkway tree planting program through a City-funded grant initiative; (4) codification of tree installation, health and maintenance standards; (5) enhanced tree placement in City parks and publicly-owned property.

1. Urban Forestry Ordinance Rewrite – Beginning in the fall of 2023 and over the course of 2024, the City's Urban Forestry Committee, comprised of three elected officials and four to five staff members, has undertaken the substantial process of rewriting Colleyville's Urban Forestry Ordinance in a manner which recognizes the importance of tree preservation and replacement within the City. This committee also works closely alongside a designated "Tree Board," which consists of Colleyville residents, with the explicit intent of ensuring citizen involvement in this process. The rewrite will focus on the City's Land Development Code, amending the document with elements specific to tree replacement and preservation. Most notably, the purpose of the Ordinance is to promote, conserve, and enhance the City's Urban Forestry by:
 - a) Discouraging clear-cutting tree removal within the City of Colleyville
 - b) Recognizing the historical and cultural importance of the Eastern Cross Timbers and its impact on Colleyville
 - c) Recognizing the environmental, economic, social, and aesthetic benefits of trees
 - d) Encouraging and facilitating site planning and design which preserves trees and natural areas
 - e) Preserving and protecting trees during construction
 - f) Limiting the removal of trees
 - g) Providing for the establishment of a diversity of native and adapted trees.

2. Commercial Tree Survey Program – Within the larger commercial centers, the City approved a landscaping and tree placement plan as part of the site development. However, many of these commercial centers are aging. While regular attention has been given to the landscape areas of the developments, the conditions of trees within the development has been ignored. In some cases trees are improperly pruned, maintained, or protected from cars. In others, trees have been removed entirely without replacement. The Commercial Tree Survey Program was created to address each of these areas of concern.

The Commercial Tree Survey Program focuses on key commercial areas of the City, assessing health and planting needs with the expressed purpose of maintaining the stability of existing/proposed planting locations. This program consists of the on-the-ground cataloging and geotagging of all the trees, documenting each tree's health, species, and location, and ensuring a photo of each individual tree is uploaded to a database. This program also ascertains the trees in commercial areas are placed in the correct locations and are being properly cared for.

The insert picture is an example of a heat map created to identify the location of trees within the commercial development. Each geo-location provides a picture, species identification, health assessment and measure of the tree. In this example 26 trees were identified as damaged, diseased or missing and all replaced in the spring of 2024.



3. Parkway Tree Planting Grant Program – Working with community residents and homeowner associations, multiple parkway locations have been identified which do not have parkway trees along the roadside. In many cases, the resident or HOA wishes to install parkway trees as part of a subdivision-led initiative. The City recognizes the value of partnerships where City resources are infused into initiatives to benefit the public overall.

In response to the parkway tree discussion, the City budgeted \$50,000 annually to support matching funds to individuals or HOAs who wish to undertake a parkway tree planting program. The matching funds would be in the form of a grant from the City upon review by our City's Beautification Committee. From this effort, the Parkway Tree Planting Grant Program took root.

The Parkway Tree Planting Grant Program encourages residents to become involved with the tree planting process, while also adding additional urban forestry to the City, by offering residents matching funds for planting trees in parkways. A parkway is the area of public right-of-way between the curb and property line, many of which in Colleyville are simply just grass.

Taking advantage of this area could provide a great opportunity to capitalize on empty space, and instead fill it with lush, beautiful trees. This program also provides another opportunity for the involvement of Colleyville residents in the urban forestry process, beyond just the financial incentives, as the aforementioned Tree Board would be charged with reviewing parkway tree installation plans while the Beautification Committee would award funds as part of this program.

4. Codification of Tree Health Standards – Integral to Colleyville’s commitment to urban forestry is the standardization for tree planting, treatment, and maintenance in the City. With a focus on tree health, these standards would educate residents and ensure the City’s trees are properly cared for.

Below are the steps for planting a tree and the related standards for its up keep. These standards were chosen with careful consideration of academic work by Dr. Douglas F. Welsh, professor and horticulturist at Texas A&M University.

For Planting, Treatment, and Maintenance:

- a) Chose a safe and unobstructed sight, away from plumbing, power lines, or any other utility, with direct access to ample sunlight and adequate water supply.
 - b) Dig a hole about twice as wide and just as deep as the height of the root ball.
 - c) Use the soil dug from the hole as backfill, avoiding the use of soil amendments, such as compost, peat moss, or shredded pine bark.
 - d) After planting the tree, construct a 4 inch tall berm around the hole, constructing the berm with soil and mulch.
 - e) Fill the berm with water and continue watering the tree regularly over the course of the first three weeks.
 - f) Start phasing out the watering process over the course of the fourth week and on, eventually allowing the tree to thrive on natural rainfall alone.
 - g) Check on the tree in regular two to three week intervals, inspecting the trunk and leaves to ensure the tree is safe from disease or infestation and reacting accordingly to any irregularities caused by changes in the amount of sunlight or water the tree receives.
5. City Parks Tree Planting Program – The final component of the Community Forestry Program focuses on Colleyville’s City parks with the goal of assessing tree planting opportunities through the development of a heat map. This program also involves outlining needs and funds as part of the annual City budget, as the City commits to investing in its urban forestry. Similar to the Commercial Tree Survey Program, the City Parks Tree Planting Program will also consist of the on-the-ground cataloging and geotagging of all the trees in the City’s public parks, documenting tree health, species, and location, and ensuring a photo of each individual tree is uploaded to a database. This program appends these goals, however, with the expressed intent of implementing additional trees into the City’s parks, and managing the health and up keep of current trees.

This program makes use of heat maps in order to identify optimal areas for new trees. The heat map also identifies dead, diseased or damaged trees. The program is budgeted in the City's capital improvement budget providing \$50,000-\$75,000 annually.

TIMELINE

The goal is for the City of Colleyville to fully implement all five components of this Community Forestry Program by the end of 2024. While different timelines exist for each component, it is imperative for the City to complete the crucial steps and implement the necessary programs outlined in this document as soon as possible.

CONCLUSION

The City of Colleyville Community Forestry Program exemplifies Colleyville's desire to interest, inform, and improve the City through urban forestry. The Program's five components cover an array of approaches in which Colleyville hopes to increase the number of trees in the City, ensuring their proper treatment and maintenance along the way. Colleyville's commitment to sustainability, natural beauty, and community engagement through urban forestry truly exemplifies the essence of a "Tree City."

City Urban Forestry Ordinance Committee Members:

Mayor Bobby Lindamood
Mayor Pro Tem Brandi Elder
Deputy Mayor Pro Tem Scotty Richardson
City Manager Jerry Duca
Assistant City Manager Adrienne Lothery
Assistant City Manager Mark Wood
Community Development Director Ben Bryner
Planning Manager Jackie Reyff
Planner Chris Pham
Planner/Urban Forester Kris Potts - ISA Certified Arborist (TX-5066A)

Chapter 5

Urban Forestry

Final Draft 7/24/24
Amended Ordinance

Section 5.1 Purpose of This Chapter

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

- ~~Discourage~~Discourage ~~clear-cutting tree removal within the City of Colleyville~~
- 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
- ~~Preserve~~Preserve and ~~Protect~~Protect 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.

Diameter at Breast Height (DBH) - standard form of ~~measurement which~~ measurement that measures a tree's diameter at a height of 4.5 feet above ground level.

Homestead Property – any residentially zoned property that is used exclusively as a dwelling by the property owner for no less than 6 months. Property owner may include immediate relatives not paying rent.

Non-Homestead Property – any non-homestead property or property proposed for development, redevelopment or expansion of existing structure by more than 50% of square footage.

Protected Trees —~~any tree with a 10” or greater DBH on homestead property or any tree with a 6” or greater DBH on non-homestead property within the City of Colleyville.~~

Heritage Tree – trees of exceptional size or species as identified in Exhibit —~~”A”~~ attached to this Chapter.

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 & Exemptions

- 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. ~~The City of Colleyville is exempt from any and all provisions of this Ordinance for property owned, leased or managed by the City. 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 activity~~ ~~ies may be done~~undertaken on residentially zoned homestead property, or homestead AG-zoned property less than 5 acres, resulting in the removal of a tree ~~less than 10” DBH or excluding any tree~~ preservation easement depicted on plat. Trees within “tree preservation easements” shall be subject to regulation terms regardless of homestead status.
~~without Urban Forestry Review on properties with an active single-family use that are zoned RE, R-40, R-30, R-20, & R-15 (add PUD-R? AG?) and where a habitable single-family home exists and is occupied as the primary residence of the landowner. State law allows for the removal of any tree less than 10” DBH on property deemed “homestead” at the time of removal. This does not preclude~~

the requirement to provide a permit application documenting trees greater than 6" DBH.

2.

f 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

Non-Homestead property, including All new development ~~and, redevelopment, to include and residential or commercial structure~~ additions beyond 50% of existing square footage, 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. Heritage tree sizes are on the City's recommended tree list in Exhibit "A" attached to this Chapter.

- 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 \$~~1~~100 (~~keep at \$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. (after review and recommendation by the Tree Board?).

Section 5.15 Tree Board

The Colleyville City Council shall appoint the Colleyville Tree Board. The Tree Board shall be advisory in nature and include one member from the City Council, Park Board City Staff (arborist) and Colleyville citizenry. Areas of focus for the Tree Board shall include:

1. Develop Five Year Tree Placement Plan
2. Parkway Tree Placement Program Administration
3. Publish Tree Installation and Maintenance Standard

Section 5.166 Amendments

Reserved for listing of amendments to this chapter.

Ord. Number	Date	Subject
O-00-1214	04/18/2000	Adoption of Tree Preservation in Land Development Code
O-09-1734	11/04/2009	Amendments to Chapter 5 based on recommendations of consultant
O-14-1933	10/06/2014	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

Exhibit “A”

Large Canopy Trees:

credit/spacing = 2000 ft²/30ft

Common Name

Species

Heritage Requirement

Large Canopy Trees:credit/spacing = 2000 ft²/30ft

Common Name	Heritage Requirements
green ash	30 Inches
American elm	30 Inches
cedar elm	25 Inches
lacebark elm	20 Inches
deodar cedar	25 Inches
Eastern cottonwood	30 Inches
'Skyline' thornless honeylocust	20 Inches
Southern magnolia	30 Inches
bur oak	25 Inches
chinquapin oak	25 Inches
live oak	25 Inches
post oak	20 Inches
Shumard oak	25 Inches
Texas red oak	25 Inches
pecan	20 Inches
London planetree	25 Inches
Mexican sycamore	25 Inches
American sycamore	25 Inches
black walnut	25 Inches

Medium Canopy Trees:credit/spacing = 1000 ft²/15ft

Common Name	Heritage Requirements
Texas ash	15 Inches
Kentucky coffeetree	15 Inches
pond cypress	15 Inches
bald cypress	20 Inches
Montezuma cypress	20 Inches
ginkgo	15 Inches
bigtooth maple	15 Inches
Caddo maple	15 Inches
chalk maple	15 Inches
'Jeffersred' Freeman's maple	15 Inches
Shantung maple	15 Inches
common persimmon	20 Inches
golden raintree	15 Inches
Eastern redcedar	30 Inches
Texas walnut	25 Inches
'Bracken's Brown Beauty' Southern magnolia	20 Inches
'Bracken's Claudia Wannamaker' magnolia	20 Inches
'DD Blanchard' Southern magnolia	20 Inches
blackjack oak	20 Inches
Monterrey oak	20 Inches
'Aristocrat' Callery pear	15 Inches
'Autumn Blaze' Callery pear	15 Inches
'Chanticleer' Callery pear	15 Inches
Eldarica (Afghan) pine	25 Inches

Green Ash Fraxinus pennsylvanica 25 Inches

Italian stone pine	20 Inches
Chinese pistache	20 Inches
Lacey oak	20 Inches
Western soapberry	15 Inches

Small Canopy Trees:

credit/spacing = 100 ft²/8ft

Common Name	Heritage Requirements
fragrant ash	10 Inches
rusty blackhaw	15 Inches
common button-bush	15 Inches
Mexican buckeye	10 Inches
Carolina buckthorn	10 Inches
vitex, Chase tree	20 Inches
rough-leaf dogwood	20 Inches
possumhaw (deciduous holly)	10 Inches
'Savannah' holly	10 Inches
yaupon holly	15 Inches
ash juniper	20 Inches
'Torulosa' juniper	15 Inches
Texas mountain laurel	15 Inches
'Little Gem' Southern magnolia	15 Inches
Japanese maple	15 Inches
crape myrtle	20 Inches
Eve's necklace	20 Inches
Bigelow oak (white shin oak)	25 Inches
Texas persimmon	20 Inches
Mexican plum	20 Inches
eastern redbud (inlc. Texas & Mexican varieties)	20 Inches
American smoke tree	15 Inches
prairie sumac, flameleaf sumac	15 Inches
desert willow	20 Inches

American elm	Ulmus americana	25 Inches
cedar elm	Ulmus crassifolia	25 Inches
lacebark elm	Ulmus parvifolia	25 Inches
deodar cedar	Cedrus deodara	25 Inches
Black walnut	Juglans nigra	25 Inches
'Skyline' thornless honeylocust	Gleditsia triacanthos ' Skyline'	25 Inches
Southern magnolia	Magnolia grandiflora	25 Inches
bur oak	Quercus macrocarpa	25 Inches
chinquapin oak	Quercus muhlenbergii	25 Inches
live oak	Quercus virginiana	25 Inches
post oak	Quercus stellata	20 Inches
Shumard oak	Quercus shumardii	25 Inches
Texas red oak	Quercus buckleyi	25 Inches
pecan	Carya illinoensis	25 Inches
London planetree	Platanus x acerifolia	25 Inches
Mexican sycamore	Platanus mexicana	25 Inches

American sycamore Platanus occidentalis 25 Inches

Medium Canopy Trees:

credit/spacing = 1000 ft²/15ft

Common Name	Species	Heritage Requirement
Texas ash	Fraxinus texensis	25 Inches
Kentucky coffeetree	Gymnocladus dioicus	25 Inches
pond cypress	Taxodium ascendens	25 Inches
bald cypress	Taxodium distichum	25 Inches
Montezuma cypress	Taxodium mucronatum	25 Inches
ginkgo	Ginkgo biloba	25 Inches
bigtooth maple	Acer grandidentatum	25 Inches
Caddo maple	Acer barbatum var. caddo	25 Inches
chalk maple	Acer leucoderme	25 Inches
'Jeffersred' Freeman's maple	Acer x freemanii 'Jeffersred'	25 Inches
Shantung maple	Acer truncatum	25 Inches
common persimmon	Diospyros virginiana	25 Inches
golden raintree	Koelreuteria paniculata	25 Inches
Eastern redcedar	Juniperus virginiana var. vir.	25 Inches
Texas walnut	Juglans microcarpa	25 Inches
'Bracken's Brown Beauty' So mag	Magnolia grandiflora	25 Inches
'Bracken's Claudia Wannamaker'	Magnolia grandiflora	25 Inches
'DD Blanchard' So magnolia	Magnolia grandiflora	25 Inches
blackjack oak	Quercus marilandica	20 Inches
Italian stone pine	Pinus pinea	25 Inches
Chinese pistache	Pistacia chinensis	25 Inches
Loblolly Pine	Pinus taeda	25 Inches
Western soapberry	Sapindus drummondii	25 Inches
Monterrey oak	Quercus polymorpha	25 Inches
'Aristocrat' Callery pear	Pyrus calleryana 'Aristocrat'	30 Inches
'Autumn Blaze' Callery pear	Pyrus calleryana 'Autumn Blaze'	30 Inches
'Chanticleer' Callery pear	Pyrus calleryana 'Chanticleer'	30 Inches
Eldarica (Afghan) pine	Pinus eldarica	25 Inches

Small Canopy Trees:

credit/spacing = 100 ft²/8ft

Common Name	Species	Heritage Requirement
Fragrant ash	Fraxinus cuspidate	
Rusty balckhaw	Viburnum rufidulum	
Common button-bush	Cephalanthus occidentalis	
Mexican buckeye	Ungnadia speciosa	
Carolina buckthorn	Frangula caroliniana	
Vitex, Chase tree	Vitex agnus-castus	
Rough-leaf dogwood	Cornus drummondii	
Possumhaw (deciduous holly)	Ilex decidua	
'Savannah' holly	Ilex x attenuata 'Savannah'	
yaupon holly	Ilex vomitoria	
Ash juniper	Juniperus ashei	

<u>Mexican plum</u>	<u>Prunus mexicana</u>
<u>Eastern redbud (Tex & Mex)</u>	<u>Cercis canadensis</u>
<u>American smoke tree</u>	<u>Cotinus obovatus</u>
<u>Prairie sumac, flameleaf sumac</u>	<u>Rhus lanceolata</u>
<u>Desert willow</u>	<u>Chilopsis linearis</u>
<u>'Torulosa' juniper</u>	<u>Juniperus chinensis 'Torulosa'</u>
<u>Texas mountain laurel</u>	<u>Sophora secundiflora</u>
<u>'Little Gem' Southern magnolia</u>	<u>Magnolia grandiflora 'Little Gem'</u>
<u>Japanese maple</u>	<u>Acer palmatum</u>
<u>Crepe myrtle</u>	<u>Lagerstroemia indica</u>
<u>Eve's necklace</u>	<u>Sophora affinis</u>
<u>Bigelow oak (white shin oak)</u>	<u>Quercus sinuata var. breviloba</u>
<u>Texas persimmon</u>	<u>Diospyros texana</u>

Appendix “A”





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 8/6/2024

Type Worksession

Department City Secretary

Title

Discussion and review of the City Council Rules of Procedure

Explanation

Section 3.09 of the City Charter states the City Council "shall determine its own rules and order of business." The Rules of Procedure was last updated in July 2022. This item provides for City Council to review and direct staff regarding changes to the Rules of Procedures, before adoption by Resolution. Staff has reviewed the Rules of Procedure and is suggesting the following updates as provided in the attached red-line version of the current Rules of Procedure.

The attached red-line copy of the City Council Rules of Procedure provides for the following changes:

Section 2.2 – adding "Deputy Mayor Pro Tem"

Section 2.7 - clarifies it is the City Council and staff who can request an opinion from the City Attorney, "by the Mayor, Councilmember, or City Manager"

Section 3.2 - adds Emergency Meeting to the subtitle

Section 4.1, 4.2, and 4.6 – adds "Deputy Mayor Pro Tem" to the succession order

Section 5.3 – clarifies time and use of time during citizen participation at meetings

Attachments

1. City Council Rules of Procedure - Red-line



CITY COUNCIL

RULES OF PROCEDURE

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SECTION I. AUTHORITY

- 1.1 Charter. Section 3.09B of the Charter of the City of Colleyville provides that "the Council shall determine its own rules and order of business..." Further, Section 2.01 of the Charter provides that the City Council shall have the powers, functions, rights, privileges and immunities of every name and nature, that are now or hereafter, may be granted to a Home Rule City by the Constitution and State law, together with all implied powers necessary to carry into execution all such powers granted." In order to provide the framework for the execution of these powers and authority, the following set of rules shall be in effect upon their adoption by the City Council, and until such times as they are amended or new rules adopted in the manner provided for by these rules.
- 1.2 Councilmember Orientation/Training/Goals and Objectives Visioning. Within 60 days of the General Election, the Mayor will call a worksession for Councilmember Orientation/Training/Goals and Objectives/Visioning, for which all Councilmembers will be required to attend. The worksession will be posted in compliance with the Texas Open Meetings Act, however minutes or recording will not be required.
- 1.3 Annual Review. Following the municipal elections each year, City Council may review these rules in accordance with the Charter. In the event no annual review occurs, the standing rules will continue in effect. This does not limit the City Council's right and ability to amend these rules at any other time during the year, in accordance with the Charter.
- 1.4 Amendments. These rules may be amended or new rules adopted by a majority vote of the members of the City Council present.

SECTION II. GENERAL RULES

- 2.1 Meetings to be Public. 2.1 Meetings to be Public. All meetings of the City Council shall be open to the public, with the exception of Executive Session and as otherwise provided by law.
- 2.2 City Council. For purposes of these rules, the collective membership of the Mayor and City Councilmembers shall be known as the City Council. Individually, each shall be referred to as Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, or Councilmember.
- 2.3 Quorum. Four (4) voting members of the City Council shall constitute a quorum.

- 2.4 Minutes of Meetings. An account of all proceedings of the City Council shall be kept by the City Secretary and shall be entered in a book constituting the official record of the City Council. The Official City Council Minutes are action minutes and provide the action taken by the City Council and a summary of subjects discussed.
- 2.5 Questions to Contain One Subject. All questions submitted for a vote shall contain only one subject. If two or more points are involved, any Councilmember may require a division, if the question reasonably admits of a division. Division shall be required only on the affirmative vote of three (3) Councilmembers. If no division is so requested and approved, or the questions do not reasonably admit of a division, the question shall be submitted as originally framed.
- 2.6 City Manager. The City Manager shall attend all City Council meetings unless expressly excused. The City Manager may make recommendations to the City Council and take part in all discussions of the City Council, but shall have no vote.
- 2.7 City Attorney. The City Attorney shall attend all regular meetings of the City Council unless expressly excused and, shall upon request by the Mayor, Councilmember, or City Manager; give an opinion, either written or oral, on questions of law during the meeting. The City Attorney shall act as the City Council's Parliamentarian. The City Attorney shall give an opinion, either written or oral, on questions of law to the City Manager or designated representative, during the course of daily affairs of the City. The City Attorney may make recommendations to the City Council and take part in all discussions of the City Council, but shall have no vote. The City Attorney shall confer and discuss with a Councilmember or the Mayor regarding a question of law pertaining to the affairs of the City. In such event, the City Attorney shall advise the City Manager of the question posed and information provided. The City Manager shall forward the information to the full City Council as soon as reasonably practical.
- 2.8 City Secretary. The City Secretary shall attend all meetings of the City Council unless expressly excused, and shall keep the official minutes and perform such other duties as may be requested by the City Council.
- 2.9 Employees. Any employee of the City, when requested by the City Manager, shall attend any meeting of the City Council and, if requested to do so by the City Manager, such employee may present information relating to matters

before the City Council. The City Manager will determine the staff spokesperson for providing information, for a particular agenda item, at the City Council meeting.

- 2.10 Suspension of Rules. Any provisions of these rules not governed by State law, the City Charter, or City Code may be suspended by a majority vote of all Councilmembers present and eligible to vote.
- 2.11 Executive Session. All matters discussed in Executive Session, as authorized by the Texas Open Meetings Act, may be deemed confidential and by law, participants authorized to attend Executive Sessions are not required to make public disclosure concerning the matters discussed in Executive Session. It shall be the policy of the City Council, the Mayor, individual Councilmembers, City Manager, City Attorney, City Secretary, and others who are authorized to attend Executive Sessions shall not make selective disclosure of confidential matters; where the disclosure of the information has not been released to the general public and/or where such disclosure provides an unfair advantage to the recipient or would be detrimental to the City and its citizens. For the opening and closing of an Executive Session, the Mayor shall do such at the location as noted on the official agenda notice posted in compliance with the Texas Open Meetings Act, and all of this information must be included in the certified agenda. (Tex. Gov't Code §551.103) For purposes of regular agenda meeting postings, the opening and closing of an Executive Session shall be done in the Executive Conference Room of City Hall.

SECTION III. TYPES OF MEETINGS

- 3.1 Regular Meetings. The City Council shall meet in City Hall on the first and third Tuesday of each month at 7:00 p.m. unless otherwise officially established by the City Council. The City Council shall take a vote at 12:00 a.m. on whether or not to continue a meeting for additional time if further items are on the agenda and have not been considered. The call for and conduct of all meetings of the City Council, both regular and special as provided in Section 3.2 hereof, shall be in accordance with State law.
- 3.2 Special and Emergency Meetings. Special meetings may be held on the call of the Mayor or four (4) members of the City Council at the place within the City of Colleyville designated in the public notice. In accordance with State law, the notice to the public of an emergency meeting must be posted at least two hours before the meeting is scheduled to begin. An emergency meeting exists only if immediate action is required of a governmental body because of an "imminent threat to public health and safety" or a "reasonably unforeseeable situation".

- 3.3 Recessed Meetings. Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a longer period than until the next regularly scheduled City Council meeting.
- 3.4 Worksession Meetings. Worksession meetings may be called by the Mayor, any three (3) Councilmembers, or the City Manager for the purpose of discussing in depth, investigating, or exploring matters of interest to the City, without formal action being taken thereon by the City Council. The time, place, and purpose of such worksession meeting shall be stated in a notice complying with the Texas Open Meetings Act. Such worksession meetings may be held in any appropriate location outside the City Hall upon concurrence by any three (3) Councilmembers or as determined by the City Manager. Such worksession meetings may include, but shall not be limited to, meetings with neighboring governmental bodies or agencies, meetings with one of the City's appointed boards, commissions, or committees, civic organizations, or a meeting for Councilmembers to research, evaluate, explore, investigate or discuss any matter of interest or possible action affecting the City, subject to compliance with the provisions of the Texas Open Meetings Act.

No official action shall be taken at any worksession meeting, unless a regular or special meeting is called as provided for in these Rules.

SECTION IV. CONDUCT OF MEETINGS

- 4.1 Presiding Officer. The Mayor, if present, shall preside at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both Mayor and Mayor Pro Tem, the Deputy Mayor Pro Tem shall preside. In the event the first three are absent, the most senior tenured Councilmember, by last name alphabetical order, shall preside.
- 4.2 Call to Order. The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Mayor Pro Tem. In the absence of both the Mayor and Mayor Pro Tem, the Deputy Mayor Pro Tem shall call the meeting to order. In the event the first three are absent, the meeting shall be called to order by the City Secretary.
- 4.3 Preservation of Order. The Mayor shall preserve order and decorum, prevent clash of personalities or the impugning of Councilmembers' motives to occur and confine Councilmembers in debate to the question under discussion.

- 4.4 Points of Order. The Mayor shall determine all points of order, subject to the right of any Councilmember to appeal to the City Council. If any appeal is taken, the question shall be "Shall the decision of the Mayor be sustained?"
- 4.5 Questions to be stated. The Mayor shall state all questions submitted for a vote and announce the result.
- 4.6 Substitution for Mayor. The Mayor may call the Mayor Pro Tem, or in the Mayor Pro Tem's absence, the Deputy Mayor Pro Tem first, or any other Councilmember to take the Mayor's place in the chair, such substitutions not to continue beyond adjournment.
- 4.7 Amendment to the Minutes. Amendments to the Minutes are made by a motion during the item to consider approval of the minutes. The Minutes are action minutes and provide the action taken by City Council and a summary of subjects discussed. If a Councilmember desires that certain information be included in the minutes, the Councilmember shall state prior to the information, "For the record". If it is a lengthy statement, a written copy shall be provided to the City Secretary.
- 4.8 Written Correspondence. A citizen's request in the reading of a statement into the public record as part of a City Council agenda item is at the sole discretion of any member or all of the governing body. The City Council is not obligated to provide for a reading of correspondence into the public record on behalf of an absent individual as part of a City Council public hearing. The City Council, any or all Councilmembers, may elect to provide for a reading of the correspondence, make reference indicating the general position of the correspondence, or pass over the correspondence. The correspondence is provided to City Council and is included in the City Council agenda packet.

SECTION V. AGENDA

- 5.1 Preparation of Agenda.
- A. The order of business of each meeting shall be as contained in the City Council agenda compiled and prepared by the City Secretary and approved by the City Manager. The agenda shall be a listing by topic of subjects to be considered by the City Council, and, in the case of regular meetings, shall be delivered to the City Council not less than 72 hours proceeding the Tuesday evening meeting to which it pertains. An item shall be placed on the agenda when requested by the Mayor or any two members of the City Council at the next regularly scheduled meeting of the City Council.

- B. Any member of the City Council desiring to present a subject for City Council consideration shall advise in writing to the City Manager of the fact no later than 4:30 p.m. on Wednesday preceding regular City Council meetings. Subject matter will be accompanied by a summary regarding the purpose for the inclusion of this subject on the agenda.
- C. Items Omitted from Agenda. Any item not appearing on the agenda shall not be taken up for discussion as a matter of City Council business during a regular meeting unless it is of an emergency nature and comes to the City's attention too late to appear on the agenda. Such special, urgent, or emergency issues shall be posted in compliance with the Texas Open Meetings Act and the City Charter and may be added as a supplemental item to the regular agenda.
- D. The regular agenda items shall be generally considered in the following order:
- a. Worksession Items
 - b. Executive Session – Executive Conference Room
 - c. Call to Order - 7:00 p.m. - Council Chambers
 - d. Invocation
 - e. Pledge of Allegiance
 - f. Resolution action on Executive Session item(s)
 - g. Announcements, Proclamations and Presentations
 - h. Consent Items
 - i. Items not for City Council action
 - j. Public Hearings
 - Ordinance(s), Tabled Ordinance(s), Resolution(s),
Tabled Resolution(s)
 - k. Citizen Comments
 - l. Reports of Boards, Commissions, and Committees
 - m. Resolution approving City Council action not otherwise approved
 - n. Adjournment
- E. The general order of a Public Hearing shall be:
- a. Staff presentation
 - b. Applicant introductory presentation – five minutes, longer if the project warrants
 - c. City Council discussion
 - d. Open Public Hearing
 - e. Citizen comments - five minutes each (Large groups supporting the same position may be asked to select a representative to speak for the group)
 - f. Close public hearing

- g. City Council discussion and vote
- h. In the alternative, the item may be tabled or continued to a future meeting of the City Council.

- 1. If the City Council wishes to consider additional public testimony, the public hearing shall be reopened and the public hearing and item shall be continued to a date certain.
- 2. If the Public Hearing is not reopened and continued to a date certain, the City Council may only conduct an additional public hearing upon publication of notice in accordance with Chapter 211 of the Local Government Code.

F. The City Manager, through the City Secretary, shall provide the City Council with a written analysis of and recommendation of items to be acted on by the City Council at its meetings. These communications shall be generally referred to as agenda packets. The agenda packets for all regular meetings shall be delivered to the City Council by the Friday preceding the Tuesday regular meeting to which it pertains, unless an emergency condition makes it necessary to deliver the communication on a subsequent day.

G. The City Secretary shall post notices of all City Council meetings in order to afford compliance with the Texas Open Meetings Act.

5.2 Consent Agenda. In preparing the consent agenda, the City Manager shall consider the number and degree of complexity of items to be considered by the City Council for the purpose of conserving the City Council's time in meetings. Items, which are anticipated to be routine and require little or no discussion by the City Council shall be listed under the agenda category, styled "Consent Items". Prior to taking up the Consent Agenda, the Mayor shall determine if there are any items thereon which should be removed from the Consent Agenda for discussion. Any Councilmember may, upon request; remove any item from the Consent Agenda for discussion and separate action. Thereafter, all remaining Consent Agenda items may be acted upon by a single motion approving the Consent Agenda. Items removed from the Consent Agenda shall be considered on the ending Resolution, which is for action not otherwise approved.

5.3 Citizen Participation at Meetings.

- a. Presentations by citizens must be confined to the agenda item being considered and any questions will be directed to the Mayor. Citizens wishing to speak shall be allowed to speak, provided prior to the

consideration of the item; said person completes and delivers to the City Secretary a Speaker's Card providing name, address, and topic. Presentation(s) by citizens shall be limited to a period of not more than five (5) minutes ~~with two (2) additional minutes to conclude, at the option of the Mayor or the consent of the City Council, for each speaker.~~ Any time spent by the City Council will not be counted against the citizen's time allotment. No person shall speak more than the time limits provided herein on any subject, and unused time may not be passed to another speaker. That privilege shall not be accorded unless there is an exception supported by a majority of those eligible to vote. The Mayor shall not be obligated to recognize a speaker for a second comment on a subject until all others have spoken and there is unused time available.

- b. Following a request by a Councilmember, the Mayor may request the City Council suspend the rules to allow citizens to speak after the public hearing has been closed.
- c. To maintain decorum, the Mayor shall recognize persons who have completed a Speaker Card indicating a desire to address the City Council.
- d. As a rule, citizens may not participate in discussions of the City Council except when recognized by the Mayor and during citizen presentations, public hearings, and as otherwise provided for in these Rules.
- e. Citizens may speak on items under the item "Citizen Comments". The presentation time period is as listed herein Section 5.3 a.

SECTION VI. DECORUM AND DEBATE

6.1 Decorum and Debate

- a. These rules are intended to serve as a statement of intent as to how this City Council endeavors to conduct itself during City Council meetings. It is the intent of the City Council that all members shall act based on a consistent level of information, with the goal being to act fully informed on all matters. Accordingly, when a Councilmember obtains material relevant to a matter before the City Council, which has not otherwise been disclosed to the City Council, such Councilmember shall promptly provide such material to the City Manager and City Secretary for dissemination to the City Council. All such information will be disseminated and disclosed to the full City Council, prior to the case being presented.

- b. When a measure is presented for consideration to the City Council, the Mayor shall recognize the Councilmember(s) to present the case, as needed. When two or more Councilmembers wish to speak, the presiding officer shall name the Councilmember who is to speak first. No member of the City Council shall interrupt another while speaking except to make a point of order or to make a point of personal privilege.
- c. The Mayor shall not be obligated to recognize any Councilmember for a second comment on the subject or amendment until every Councilmember wishing to speak has been allowed a first comment.
- d. Questions from speakers to the City Council with request for an immediate answer, except the applicants and persons representing applicants on platting or zoning cases, shall be prohibited. A Councilmember's questions to speakers should be to specific individuals and the Mayor should explain to those individuals beforehand that they may come to the podium and answer if they choose to.
- e. Any Councilmember desiring to speak shall be recognized by the Mayor, and shall confine remarks to the subject under discussion or to be discussed. No Councilmember shall be allowed to speak more than once on any one subject until every Councilmember wishing to speak shall have spoken.
- f. No Councilmember shall be permitted to indulge in personalities, use language personally offensive, impugn motives of Councilmembers, charge deliberate misrepresentation, or use language tending to hold a member of the City Council, the public, or City staff up to contempt.
- g. The Mayor shall not permit unrecognized speaker's comments or allow a member of the audience to indulge in personalities, use language tending to hold the City Council, the public, or City staff up to contempt.
- h. If a Councilmember is transgressing the rules of the City Council, through speech or otherwise, the Mayor shall, or any Councilmember may, call him/her to order in which case he/she shall immediately be quiet unless permitted to explain. The City Council shall, if appealed to, decide the case without debate. If the decision is in favor of the Councilmember called to order, he/she shall be at liberty to proceed, but not otherwise, and if the case occurs, he/she shall be liable to censure or such punishment as the City Council deems proper, consistent with City Ordinances, Resolutions, and Charter.

- i. Any individual of the public who shall disrupt the City Council proceedings or disregard the Mayor shall first be warned of such offense and be requested that they refrain from disrupting the proceedings and/or disregarding the instructions of the Mayor. Any individual of the public failing to honor the first warning of the Mayor for order shall receive a second and final warning prior to expulsion and/or citation for disturbing a public meeting pursuant to State law. When the Mayor fails to maintain order and decorum, the Councilmembers may compel the Mayor to enforce this provision following due parliamentary procedure, which affirms such compulsion by a majority vote of the City Council.

SECTION VII. PROCEDURES FOR CITY COUNCIL APPOINTMENTS

Applications for Boards, Commissions, and Committees are accepted two months prior to the appointment term. Ex: March Appointments will be advertised and applications for appointment accepted January through February. The appointment periods are:

March appointments:

Colleyville Center Advisory Committee
Parks and Recreation Advisory Board

June appointments:

Colleyville Economic Development Corporation
Tax Increment Finance District
Audit Committee
Municipal Judge Review and Selection Committee

November appointments:

Colleyville Library Board
Metroport Teen Court Advisory Board
Planning and Zoning Commission
Zoning Board of Adjustment/ Sign Board of Appeals

The applications for appointment, listing of Boards, Commissions, and Committees, and their responsibilities, and a roster of members are maintained on the City's website on the City Secretary page. The City Secretary contacts members whose terms will expire to advise they may reapply. Two months prior to the expiring terms, the City Secretary requests an announcement to be made in the *City E-News*, seeking applicants for those Boards, Commissions, and Committees with expiring terms.

Upon receipt of a spreadsheet and the applications for appointment distributed by the City Secretary to the Mayor and City Council prior to the Council meeting where the Mayor and Council will appoint members by resolution, the appointments can be discussed during the Worksession item – Discussion of the regular agenda items.

If during discussion of the appointments, the Mayor and City Council wish to appoint by slate, per resolution, the Mayor will read the resolution, inserting the names of those to be appointed. There will be discussion as needed however, if the Council agrees with the resolution as read, the motion, second, and vote, will consider the appointments made, without seeking individual nominations from the City Council.

If City Council has not determined a slate of appointees to be read into the resolution, the Mayor shall open the floor for nominations and if there are no nominations, the Mayor will call on each Councilmember for a nomination. After each Councilmember has had an opportunity to make a nomination or defer to make a nomination, the Mayor will take a vote on the slate of nominees by asking each Councilmember to state the name of the nominee the Councilmember votes to appoint to the position under consideration. This process will repeat for the next position to be filled until all positions are filled.

If no applications are received or fewer applications than open positions are received, the City Council may fill positions from the floor or request the City Secretary to advertise the open position(s). In the event of a vacancy other than an expiring term, the City Council may fill the position by a majority vote of the City Council. The appointee shall serve the unexpired term.

SECTION VIII. APPOINTMENT OF CITY COUNCIL LIAISONS

8.1 Procedures for appointment of City Council Liaison. At the discretion of the Mayor or by call of three (3) Councilmembers, a Councilmember or Councilmembers may be appointed as a liaison or liaisons, representing the City, to a City Board, Commission, or Committee, the Chamber of Commerce, Independent School District or other organizations.

SECTION IX. MEMORIALS

9.1 Memorials. The following procedures are for honoring deceased current or former City elected officials, sitting board, commission, or committee members, and community volunteers.

A. Recognition of the death of a current or former City elected official. When the City is notified of the death of a current or former elected official, flowers or a plant will be sent to the memorial service, or a donation to an organization

specified by the family (in an amount not to exceed \$150.00), and a sympathy card will be sent to the family.

- B. At the family's request and with City Manager approval, members of the Colleyville Police and Fire Department Honor Guard may attend the funeral of a current or former City elected official as representatives of the City.
 - C. Recognition of the death of a sitting board, commission, or committee member. When the City is notified of the death of a sitting board, commission, or committee member, the City Manager's Office will forward a sympathy card to the family.
 - D. Recognition of the death of community volunteers. Due to the significant number of community volunteers assisting a multitude of organizations across the City of Colleyville, it will not be the practice of the City to recognize these individuals in a formal capacity. During a City Council meeting, elected officials may at their discretion, verbally recognize the efforts of these individuals and their service to Colleyville during the agenda item for Announcements, Proclamations, and Presentations.
- 9.2 Recognition by lowering of the United States Flag. The City is not at liberty to proclaim the Flag of the United States be flown at half-staff in recognition of a City official. Per the United States Code, only the President of the United States or the State Governor can order the flag lowered to half-staff.
- 9.3 Use of City equipment and personnel. At no time will City equipment be used to carry the casket in a funeral procession of a deceased, current, or former City elected official, board, commission, or committee member, or community volunteer. City equipment and vehicles may be used in a funeral procession, as authorized by the Department Director, for City employees who have died in the line of duty.

History of Adoption and Amendments

Resolution Number	Adoption/ Amendment Date	Subject
R-88-387	8/18/88	Adopted Rules of Procedure
R-90-610	7/3/90	Amended to adopt the procedure for appointing committees as established by ordinance
R-90-612	7/17/90	None noted
R-91-654	1/22/91	Amended regular meeting language; subjects for City Council consideration; preparation of agenda
R-94-999	4/19/94	Provided suspension of rules by ¾ majority
R-95-1122	6/6/95	Amended Councilmembers presenting subjects for City Council consideration
R-03-2268	6/5/03	Members presenting subjects for City Council consideration
R-05-2599	9/20/05	Citizen comments
R-06-2721	7/5/06	Regular agenda items; Pre Council and Executive Session posted meeting times; public hearing order; process for continuing public hearings; memorials
R-07-2859	7/17/07	Robert's Rules of Order removed
R-08-2980	6/17/08	Resolutions
R-09-3183	12/15/09	Types of meetings; agenda sections; preparation of agendas; memorials
R-11-3308	1/4/11	Memorials
R-12-3520	8/7/12	Types of meetings & special meetings
R-13-3645	6/18/13	Grammatical updates
R-16-4023	8/16/16	Executive session (certified agendas) and start time; removal of paragraphs relative to the establishment of worksessions; order of the regular agenda items; general order of public hearings; removal of oral presentations by city manager; addition of speaker card submittal prior to the close of the public hearing; removal of the offering of unsolicited input; addition of language to City Councilmembers transgressing the rules of procedure; & addition of \$100 for memorial donations
R-17-4162	8/1/17	Updated Section 7.1(B) lettering, and included an application and financial disclosure forms be provided by applicants filling a vacancy.
R-17-4210	12/5/2017	Updated Section 1.2, 1.3, and 1.4 to call for Councilmember orientation/training/goal setting and visioning.
R-21-4658		Grammatical, policy, and legislative updates. Minor updates to Sections 1.2, 4.1, Section V. Preparation of Agenda clarified City Secretary role and added power of the Mayor or two City Councilmembers may request an item be placed on the agenda; 5.1 D. and F. updated to include general order of business and process; 5.3 a. and d. policy update; Section VII. New Procedures of City Council Appointments; Section VIII. Memorials A. removal of proclamation and book; 8.3-updated policy.
R-22-4751	07/19/2022	Updated Section 2.1, Changed Section 3.1, and 5.1D, changing the regular meeting time to 7:00 p.m. from 7:30 p.m. to become effective October 3, 2022, updated Section 4.1, updated Section VII, added Section VIII – Appointment of City Council Liaisons, renumbered previous Section VIII, to Section IX.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 8/6/2024

Type Worksession

Department City Secretary

Title

Discussion of the August 6, 2024, City Council regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 8/6/2024

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 551.087 – 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-24-4958

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF AUGUST 6, 2024**

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 6TH DAY OF AUGUST 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

RESOLUTION R-24-4959

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF AUGUST 6, 2024

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 July 16, 2024
 - b. Approval of a construction contract with Construction Solutions USA, LLC for the Park Facilities Restroom Renovation, in an amount not to exceed \$444,919.88 and a contingency amount not to exceed \$44,000.00, and authorizing the City Manager to execute the contract
 - c. Approval of a professional services agreement with Kimley Horn and Associates, Inc., in an amount not to exceed \$62,400.00 for the Cheek-Sparger Road Intersection Evaluations, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF AUGUST 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JULY 16, 2024

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, July 16, 2024, at 5:30 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Amber Beard, Finance Director Matt Poston, City Attorney Whitt Wyatt, and Assistant City Secretary Angela Feters.

WS-1 Discussion of the FY2025-2029 Draft CIP

Public Works Director Amber Beard presented this item noting the purpose and benefits of the Capital Improvement Program (CIP), guidelines for when projects are considered for funding in the CIP, and stated Colleyville's website has an interactive map of the CIP which will be updated once the FY25 projects are approved.

Director Beard provided highlights of FY24 projects which included the Recreation Center, Senior Center, parks beautification and branding, and public works roads and utilities. Assistant City Manager Mark Wood provided a recap of in-house projects and the savings of these projects. Director Beard reviewed the FY25 proposed projects, funding costs, and project ending balances.

WS-2 Discussion of pervious and impervious coverage

Community Development Director Ben Bryner presented this item noting the current Land Development Code (LDC) does not address pervious coverage, such as pools or synthetic grass. He noted the City's current methods used for pool and synthetic grass area requests are considered under impervious coverage, and presented potential alternatives to allow for pool and/or synthetic grass areas to not be calculated for impervious coverage allotment.

There was discussion of drainage concerns and Council directed staff to bring back this item for further discussion.

WS-3 Discussion of regulating recording devices

City Manager Jerry Ducay presented this item noting a complaint was made regarding a recording device on City property near the vote center during the May 2024 General Election. There was discussion of current regulations and if those regulations should be refined to prohibit recording devices. Council agreed that staff not take further action and to call the police if there is a concern.

WS-4 Discussion of the July 16, 2024, City Council regular agenda items

Mayor Lindamood noted Deb Cashen is unable to attend and there will be no presentation on the Colleyville Lions Club.

Mayor Lindamood adjourned the Worksession at 6:37 p.m. and called the 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

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 7:06 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:13 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

INVOCATION: Pastor Shelley Poole, Journey Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4955

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Colleyville Lions Club presentation - Deb Cashen, Secretary

Mayor Lindamood and the City Council provided announcements regarding community news and upcoming events.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4956

4a Approval of the minutes of the regular City Council meeting of July 2, 2024

4b Approval of the Fiscal Year 2025 Colleyville Crime Control and Prevention District budget

Mayor Lindamood read Resolution R-24-4956 in its entirety.

There was no discussion of item 4a.

Police Chief Michael Miller presented item 4b, reviewing the Colleyville Crime Control Prevention District FY25 budget proposal. He noted the fund balances remain strong, addressed the requests for FY25, and recapped ongoing initiatives.

Mayor Lindamood opened and closed the public hearing without speakers.

Councilmember Graves made a motion to approve Resolution R-24-4956, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - June 2024

Finance Director Matt Poston presented the June Financial Report. He reviewed the performance of all City funds, noting positive sales tax collections for our surrounding area, and stated the City is doing well.

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

6a Ordinance O-24-2288

Request to appeal the decision of the Planning and Zoning Commission for consideration of a Special Use Permit to allow for a carport on Lot 1, Block 1, Debrecht Addition, located at 306 Van Oaks Drive, Case ZC24-008

Mayor Lindamood read the caption of Ordinance O-24-2288.

Community Development Director Ben Bryner presented this item to allow for an SUP for a carport, noting a super majority vote will be required. He stated the carport would be attached to the house with similar building materials.

Mayor Lindamood opened and closed the public hearing without any speakers.

Mayor Pro Tem Elder made a motion to approve Ordinance O-24-2288, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

6b Ordinance O-24-2289

Amending Exhibit B of Ordinance O-21-2179 for the purpose of deleting the local amendment to Section 1003, Interceptors and Separators, of the adopted 2018 edition of the International Plumbing Code and adopting the original language of Section 1003 as published in the 2018 edition of the International Plumbing Code; amending Section 18-19(b) of the Code of Ordinances

Mayor Lindamood read the caption of Ordinance O-24-2289.

Community Development Director Ben Bryner stated this ordinance will remove the local amendment regarding grease traps and provide for the City to adopt the full International Plumbing Code to allow for regulation regarding interceptors and separators.

Mayor Lindamood opened and closed the public hearing without any speakers.

Deputy Mayor Pro Tem Richardson made a motion to approve Ordinance O-24-2289, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

7. CITIZEN COMMENTS

Elizabeth North, 3000 Meadow View Court, spoke regarding her love of Colleyville and her concern for landscaping.

8. REPORTS

Planning and Zoning Commission Meeting Minutes - June 10, 2024
Planning and Zoning Commission Worksession Minutes - June 24, 2024

There was no action taken on this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JULY 16, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4957

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:07 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 6TH DAY OF AUGUST 2024.

Minutes taken and prepared by:

Angela Feters
Assistant City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 8/6/2024

Number Resolution R-24-4959

Type Resolution

Department Engineering

Title

Approval of a construction contract with Construction Solutions USA, LLC for the Park Facilities Restroom Renovation, in an amount not to exceed \$444,919.88 and a contingency amount not to exceed \$44,000.00, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

This item seeks approval of a Construction Services Contract with Construction Solutions USA, LLC for the Park Facilities Restroom Renovation, which includes two existing facilities at McPherson Park and one at Pleasant Run Park. The renovation provides for updating fixtures, finishes, and a new mechanical system. The exterior stained trellis system at McPherson Park will be replaced, and all interior and exterior lighting systems will be replaced with new LED fixtures. The exterior façade will be updated with a new thin stone at the Pleasant Run Park facility and the existing exposed wood will be cleaned and re-stained.

The City received four responsive sealed bids, which were opened and publicly read aloud on July 9, 2024. After a thorough review of pricing, references, and qualifications, the recommendation is to award the contract to Construction Solutions USA, LLC.

Public notification of the invitation for bids was advertised in the Fort Worth Star-Telegram on June 9, 16, 23, 30, and July 7, 2024. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 69 plan holders, of which were 2 engineers, 42 general contractors, 1 local government, 7 other, 1 owner, 5 plan rooms, 9 sub-contractors and 2 suppliers.

Financial Impact

The funding source for this project is the CEDC.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Award Recommendation
3. Bid Tabulation
4. Form 1295

CONSTRUCTION SERVICES AGREEMENT
RESTROOM REMODELS OF MCPHERSON PARK AND PLEASANT RUN SOCCER COMPLEX
(Bid #PAR-2024-002)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **Construction Solutions USA LLC**, a Texas Limited Liability Company, hereinafter called “Contractor”, and the **City of Colleyville, Texas**, hereinafter called “City”.

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, below; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as “services”, specified in the Contract Documents and Section 1 of this Agreement.

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Restroom Remodels of McPherson Park and Pleasant Run Soccer Complex (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the “Contract Documents”, which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Bid #PAR-2024-002;
 - (3) City’s written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
 - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor’s performance of the services for the Project, it shall be the Contractor’s obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on

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

Section 4. Contractor Obligations

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination,

or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Storm Water Management. When performing or delivering services at or upon any property owned, leased, or managed by the City, or in performance of any services or other acts on behalf of, or at the direction of the City (regardless of location), Contractor shall at all times comply with (i) the City's Storm Water Management and Discharge Control provisions codified in Chapter 42 of the Colleyville Municipal Code, as amended, (ii) all applicable Minimum Best Management Practice requirements, as defined by the Texas Commission on Environmental Quality, and (iii) any Storm Water Pollution Prevention Plan (SWPPP) applicable to the worksite. Regardless of the applicability of the foregoing regulations, CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR IMPLEMENTING SUCH CONTROLS AS MAY BE REASONABLY NECESSARY TO MINIMIZE ANY NEGATIVE IMPACT TO THE STORM WATER COLLECTION SYSTEM OR ENVIRONMENT AND SHALL FOLLOW ALL STATE AND LOCAL ILLICIT DISCHARGE REPORTING PROCEDURES IN THE EVENT OF AN OCCURRENCE OR DISCHARGE.

(j) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed FOUR HUNDRED AND FOURTY-FOUR THOUSAND, NINE HUNDRED AND NINETEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$444,919.88) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Schedule of Values and Application for Payment. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is ninety (90) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before ninety (90) calendar days following the date of City's written notice to proceed to Contractor.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 7(a) above, Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs

incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract

prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

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 pre-paid), 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.

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the

entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

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 Contractor: CONSTRUCTION SOLUTIONS USA LLC By: _____ Freddie Streeter Project Manager 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> Construction Solutions USA LLC Attn: Freddie Streeter, Project Manager 1452 Halsey Way ste 100 Carrollton, Texas 75007 E: fstreeter@consolusa.com

GovDox Colleyville Contract ID:
CSA_ED_August 6, 2024_Rev20230112

July 12, 2024

Elijah Dorminy
Capital Projects Program Manager
100 Main St
Colleyville Texas 76034



Re: Colleyville Parks Project
McPherson and Pleasant Run Soccer Park Restroom Remodels

Elijah,

The Colleyville Parks Facilities Project received five bids on July 9, 2024. One bid was determined to be non-responsive and was not accepted. The four bids accepted were as follows:

MBC Services
Acuman Enterprises
CMC Development
Construction Solutions USA

Based on the bids and proposal information required the contractors were evaluated on the criteria factors as defined in the project specifications. Based on the evaluation Construction Solutions USA is the recommended contractor for council approval for the McPherson Park Restroom Remodel and the Pleasant Run Restroom Remodel.

Construction Solutions, USA had the lowest accepted total price for Bid Package A (McPherson Park Restroom) and Package B (Pleasant Run Restroom Remodel) in the amount of \$444,919.88

Hidell and Associates, Inc. has recent experience working with Construction Solutions on a renovation project for DISD. The company performed well on that project. I also contracted the City of McKinney regarding a park project Construction Solutions USA completed from them with positive results.

Hidell and Associates Architect recommends the City of Colleyville approve Construction Solutions USA, LLC for the Colleyville McPherson and Pleasant Run Soccer Park Restroom Remodels

Sincerely,

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

Aaron Babcock
Hidell and Associates Architects

Colleyville Park Facilities - Restroom Remodels

Tuesday, July 9, 2024

Item	Description	Unit	Qty	Construction Solutions USA LLC	CMC Development & Construction Corporation	MBC Services LLC	Acumen Enterprises
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Package A: McPherson Park Restroom Remodel

1	Provide Scope of Work in accordance with the project Drawings and Specifications for Package A: McPherson Park Restroom Remodel	LS	1	\$208,931.79	\$250,300.00	\$310,623.60	\$361,093.00
Sub Total McPherson Park				\$208,931.79	\$250,300.00	\$310,623.60	\$361,093.00

Package B: Pleasant Run Restroom Remodel

1	Provide Scope of Work in accordance with the project Drawings and Specifications for Package B: Pleasant Run Park Restroom Remodel	LS	1	\$235,988.09	\$262,600.00	\$292,390.40	\$388,441.00
Sub Total Pleasant Run Park				\$235,988.09	\$262,600.00	\$292,390.40	\$388,441.00

Grand Total				\$444,919.88	\$512,900.00	\$603,014.00	\$749,534.00
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Construction Solutions USA

Carrollton, United States

Certificate Number:
2024-1188984

Date Filed:
07/17/2024

Date Acknowledged:

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

City of Colleyville

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

PAR-2024-002

Colleyville Park Facilities – Restroom Remodels

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Streeter, Freddie	Carrollton, TX United States		X
	Wright, Rebecca	Carrollton , TX United States	X	X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Freddie Streeter, Project Manager, and my date of birth is 03/20/1967.

My address is 1409 Botham Jean Blvd., Dallas, TX, 75215, Dallas.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 18 day of July, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Construction Solutions USA
Houston, TX United States

Certificate Number:
2024-1188984

Date Filed:
07/17/2024

Date Acknowledged:
07/18/2024

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

City of Colleyville

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

PAR-2024-002
Colleyville Park Facilities – Restroom Remodels

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Streeter, Freddie	Carrollton, TX United States		X
	Wright, Rebecca	Carrollton , TX United States	X	X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 8/6/2024

Number Resolution R-24-4959

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., in an amount not to exceed \$62,400.00 for the Cheek-Sparger Road Intersection Evaluations, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

Approval of this item will provide for a study and data collection at the intersections of Cheek-Sparger Road, Bedford Road, and Martin Parkway by Kimley Horn and Associates, Inc. An analysis will be conducted using the existing (Year 2024) peak-hour volumes and projected (Year 2029) peak-hour volumes for up to four (4) traffic control alternatives at each of the intersections. It is anticipated the likely traffic control alternatives will be two-way and all-way stop control, traffic signal, and roundabout.

The City recently completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 70 submittals from various Professional Engineering Firms. Based on a review of the submitted Statements of Qualifications as well as an interview with the firm, staff is recommending the use of Kimley Horn for the intersection evaluations.

Financial Impact

The funding source for the Cheek-Sparger Road Intersection Evaluations is the TIF. Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Professional Services Agreement
2. Form 1295

PROFESSIONAL SERVICES AGREEMENT
CHEEK-SPARGER ROAD INTERSECTION EVALUATIONS

This Professional Services Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City"), and **Kimley Horn and Associates, Inc.** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to Cheek-Sparger Road Intersection Evaluations ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional's Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit A** in conformance with the City's requirements and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

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

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records only during regular business hours. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

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

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional, its employees, associates, agents and consultants. Any modifications made by the City to any of the Professional's documents, or any reuse of the documents without written authorization or adaptation by the Professional will be at the City's sole risk and without liability to the Professional.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional or its suppliers. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered

or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City in any materials provided to Professional. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Professional information that it has expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, or legal cause; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed SIXTY-TWO THOUSAND, FOUR HUNDRED DOLLARS (\$62,400.00).

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim for payment or lien against City, or City's premises, to the extent caused by Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim for payment or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through, work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure

(i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) 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 (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

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

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice.

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

EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Professional under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EARLIER OF (i) EXPIRATION OR (ii) TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

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 pre-paid), 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.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior

written consent of City. (b) Professional shall comply with all published federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[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:

For Professional:

CITY OF COLLEYVILLE, TEXAS

KIMLEY HORN AND ASSOCIATES., INC.

By: _____

Jerry Duca
City Manager

By: _____



Bradley J. Hill
Regional Contract Lead

Date: _____

Date: July 30, 2024

Notice Address:

City of Colleyville
Attn: City Manager
100 Main Street, 3rd Floor
City of Colleyville, Texas 76034
E: jduca@colleyville.com

Notice Address:

Kimley-Horn and Associates, Inc.
Attn: Lucy Cunningham, P.E., PTOE
801 Cherry St
Fort Worth, Texas 76102
E: Lucy.Cunningham@kimley-horn.com

Colleyville Contract ID:
PSA_HW_June 2, 2023_v1.20220714

Exhibit A - Scope of Service



Ms. Amber Beard
City of Colleyville
100 Main St
Colleyville, TX 76034

Re: Letter Agreement for Professional Services:
Cheek-Sparger Road Intersection Evaluations
Colleyville, TX

Dear Ms. Beard:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the City of Colleyville ("Client") for providing intersection evaluations at the intersections of Cheek-Sparger Road & Bedford Road and Cheek-Sparger Road & Martin Drive.

Project Understanding

The City of Colleyville requested this proposal for providing intersection evaluations at the intersections of Cheek-Sparger Road & Bedford Road and Cheek-Sparger Road & Martin Drive, as detailed in the tasks below.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Intersection Analysis (Lump Sum)

Data Collection

Kimley-Horn will perform the following data collection at the intersections of Cheek-Sparger Road & Bedford Road and Cheek-Sparger Road & Martin Drive:

- Through a subconsultant, collect 24-hour traffic counts for the four (4) approaches of each intersection. Speed data will be collected on Cheek-Sparger Road at each intersection.
- Through a subconsultant, collect two-hour peak period turning movement counts at the intersections for the AM, Midday, PM, and Weekend peak periods.
- Gather available crash data from TxDOT Crash Records Information System (CRIS) database at the intersections for the past five years.
- Gather available crash reports from the City at the intersections for the past five years.
- Perform field observations at the intersections to determine existing lane use, posted speed limits, geometric features, and existing intersection control. Sight distance photos will be taken during data collection.

Evaluation

Using the data collected above, Kimley-Horn will analyze the existing (Year 2024) peak-hour volumes and projected (Year 2029) peak-hour volumes for up to four (4) traffic control alternatives at each study intersection. The four (4) alternatives are expected to be two-way stop control, all-way stop control, traffic signal control, and roundabout.

Projected peak-hour volumes in Year 2029 will be developed using a growth rate agreed upon by the City and will incorporate up to three (3) proposed developments in the study area. The City will provide Kimley-

Horn with completed traffic impact analyses for each proposed development for use in developing projected peak-hour volumes. For each scenario and configuration, the delay and level of service will be calculated.

Deliverables:

Kimley Horn will prepare a Traffic Operations Analysis Memorandum documenting the analysis results for the four (4) intersection configurations identified above for the existing and projected scenarios. Traffic volumes and output reports from the software will be included as appendices to the memorandum for each alternative and scenario.

Kimley-Horn will submit the draft memorandum to the City for review, address one round of comments, and submit the final memorandum.

Task 2 – Coordination Meetings (Lump Sum)

Kimley-Horn will attend up to two (2) coordination meetings with City staff to discuss findings of analysis and one (1) meeting with City staff to prepare for City Council presentation. These meetings are expected to be held virtually via Microsoft Teams.

Task 3 – Presentation (Lump Sum)

Kimley-Horn will prepare a presentation for one (1) City Council meeting and present findings from Task 1 at a City Council meeting or work session. Kimley-Horn will present findings and results from Task 1 for the intersection control configurations and scenarios analyzed.

Task 4 – Additional Services (Hourly)

Kimley-Horn may perform additional services at Client's request on an hourly basis for any services not specifically provided for in Tasks 1 – 3. Effort for this task may include time to review Client's request, performance of additional services, and project documentation. Additional services Kimley-Horn may provide include, but are not limited to, the following:

- Conceptual drawings of recommended intersection control
- Traffic simulations and/or traffic studies
- Additional presentations and/or meetings
- Additional intersections
- Additional peak or off-peak periods

The specific scope of services and expectations of anticipated effort to be performed under this task are to be communicated via email to Kimley-Horn by the Client.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Crash reports at the project intersections for the last five years
- Traffic impact analyses for up to three (3) future developments in the study area

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, Client shall make Kimley-Horn aware of and provide any access agreements needed for Kimley-Horn and its subconsultants to obtain data identified in the scope of services.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule, to be determined as an initial work phase of the project.

Fee and Expenses

Lump Sum Tasks

Kimley-Horn will perform services in Tasks 1-3 for the total lump sum fee below. Individual task amounts are informational only and may be reallocated as needed. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Intersection Analysis	\$34,100.00
Task 2	Coordination Meetings	\$6,200.00
Task 3	City Council Presentation	\$12,100.00

Total Lump Sum Fee	\$52,400.00
---------------------------	--------------------

Fee and expenses related to lump-sum tasks will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Hourly Tasks

Kimley-Horn will perform the services in Task 4 on a labor fee plus expense basis, with the maximum labor fee shown below.

Task 4	Additional Services	\$10,000.00
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Total Hourly Labor Fee	\$10,000.00
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TOTAL PROJECT BUDGET	\$62,400.00
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Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

For hourly tasks, labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Invoices

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$160 - \$250
Professional	\$235 - \$300
Senior Professional I	\$260 - \$360
Senior Professional II	\$345 - \$380
Senior Technical Support	\$160 - \$285
Support Staff	\$110 - \$150
Technical Support	\$125 - \$155

Effective through December 31, 2024

Subject to periodic adjustment thereafter

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2024-1194548

Date Filed:
07/31/2024

Date Acknowledged:
07/31/2024

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

City of Colleyville

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

073124
Cheek-Sparger Road Intersection Evaluations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2024-1194548

Date Filed:
07/31/2024

Date Acknowledged:

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

City of Colleyville

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073124
Cheek-Sparger Road Intersection Evaluations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 31ST day of JULY, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 8/6/2024

Number Ordinance O-24-2290

Type Ordinance

Department Community Development

Title

Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential on Lot 1, Block 1, Pleasant Run Baptist Church Addition, located at 6001 Pleasant Run Road, ZC24-009

Explanation

First Reading and Public Hearing

Trevor Truss, the applicant, has submitted a request for a rezoning from AG Agricultural to R-40 Single Family Residential on Lot 1, Block 1, Pleasant Run Baptist Church Addition, being approximately 3.16 acres, and zoned AG Agricultural. The purpose of the rezoning is to allow for a new three lot residential subdivision.

Existing Conditions/Background: The subject property, 6001 Pleasant Run Road, is zoned AG Agricultural. It is located on the southeast corner of the intersection of Pleasant Run Road and Cooks Court. It is currently developed as the Pleasant Run Baptist Church.

Proposed Zoning Change: The request is to rezone from the AG Agricultural to the R-40 Single Family Residential zoning district. The request is to allow for the construction of single family homes in a three lot configuration.

Analysis: In the R-40 zoning, the property can be subdivided into three lots and satisfy the requirements of the zoning district. Each lot would have separate street access.

Update - The applicant has provided an amended plan since the last Planning and Zoning Commission meeting. The plan now shows two lots to be developed for two homes and one lot to remain for church use. During the Planning and Zoning Commission discussion, it was agreed to maintain the church building in an attempt to reoccupy with a new congregation.

Plat Status: The subject property is platted as Lot 1, Block 1, Pleasant Run Baptist Church Addition.

DRC Review: The DRC reviewed the request during their May 20, 2024 meeting and provided the following comments:

1. Add 7.5' Utility and Drainage easements on the side property lines of the lots.

2. Add a 16' Utility and Drainage easement on the rear property lines.
3. Onsite detention required for Lot 2.
4. 25' ROW dedication from center line of the road required.

Drainage: NA

Surrounding Development: The properties to the north are zoned AG Agricultural and R-20 Single Family Residential and are improved with single family homes. The property to the south is zoned AG Agricultural and improved with the Colleyville Elementary school and Colleyville Middle school. The property to the east is zoned R-40 Single Family Residential and improved with a single family home. The properties to the west are zoned AG Agricultural and R-40 Single Family Residential and are improved with single family homes.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property for institutional development. The proposed request does not comply with the institutional land use designation stated in the comprehensive plan.

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 within 1000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their July 8, 2024 meeting by a vote of 6-0.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives

5. Metes and Bounds Exhibit
6. Zoning Exhibit with Church
7. Zoning Exhibit - Three lots
8. Notification Letter
9. Notification Map
10. Notification List
11. Letter Received
12. Ordinance O-24-2290

Aerial Map

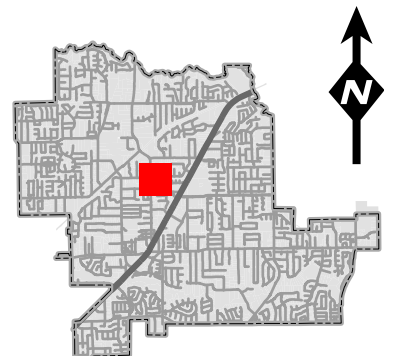


ZC24-009

6001 Pleasant Run Rd



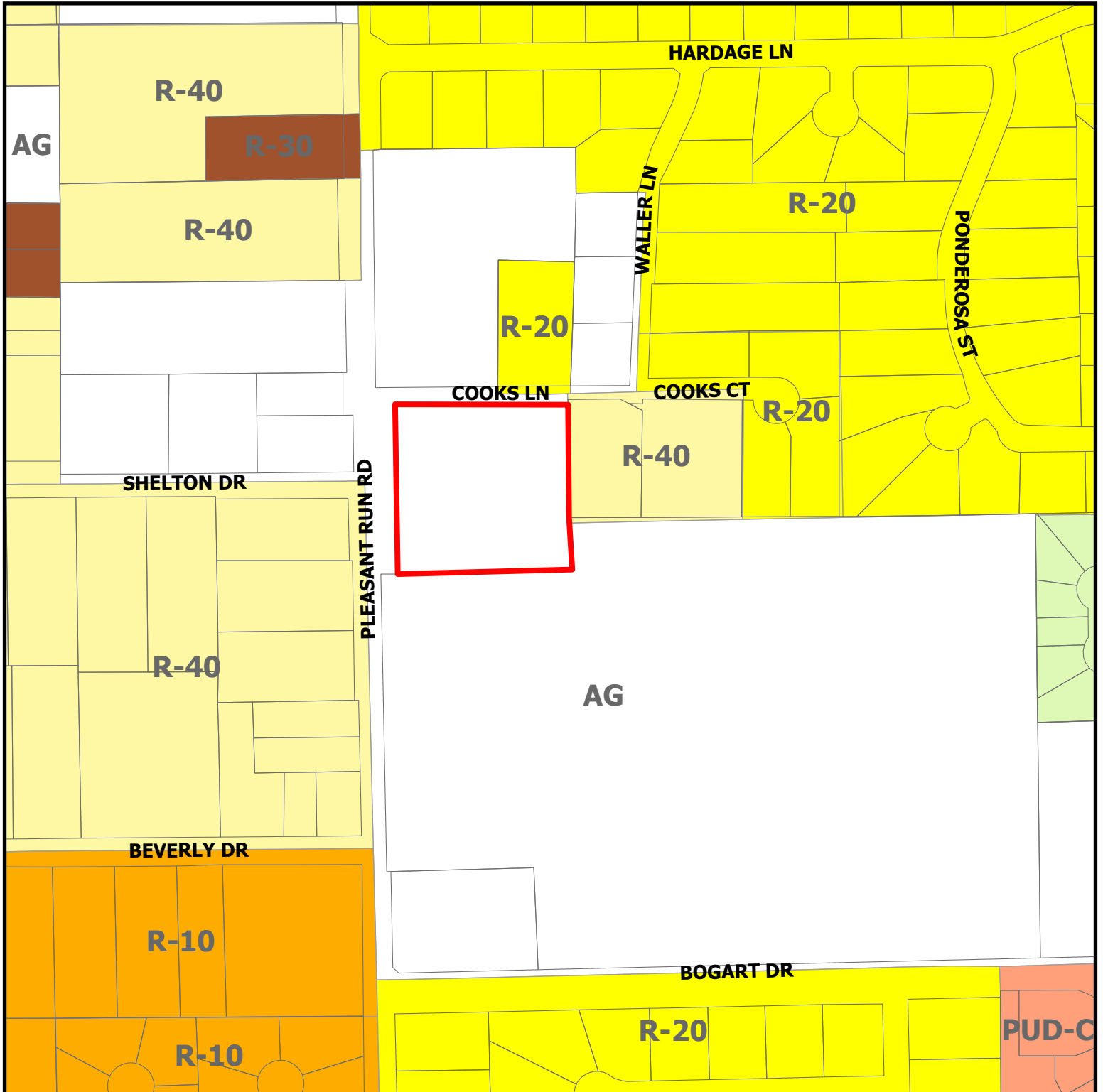
Subject Property



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.

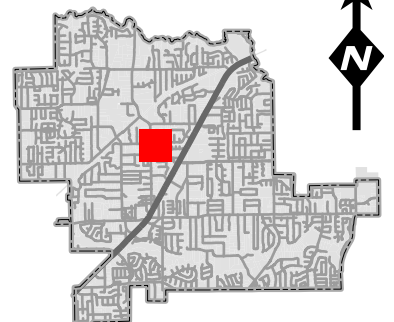
Zoning Map



ZC24-009

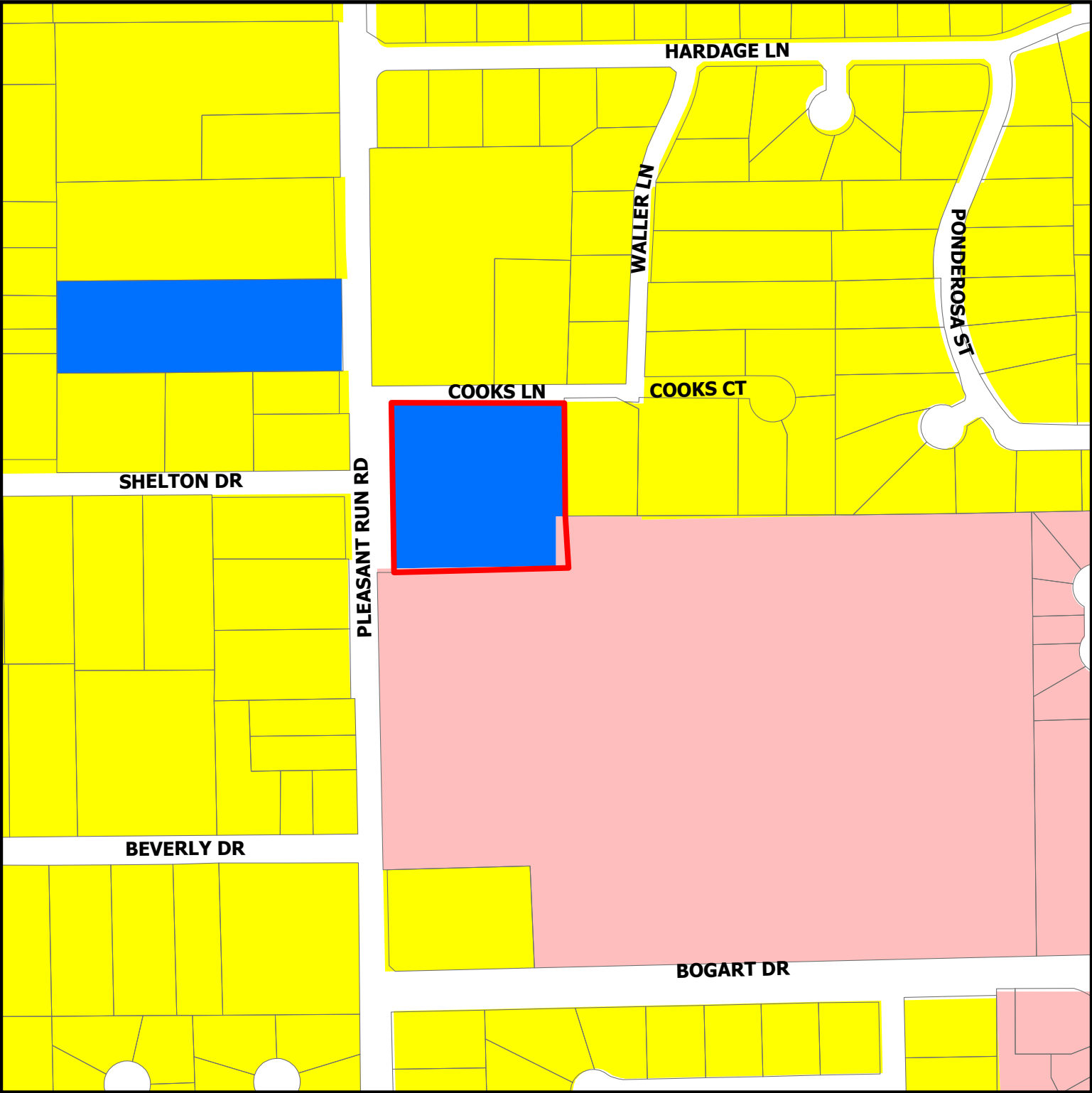
6001 Pleasant Run Rd

 Subject Property



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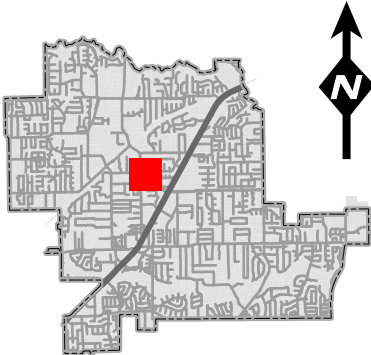
Future Land Use Map



ZC24-009

6001 Pleasant Run Rd

-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  Subject Property



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Fegan Place

A Proposed Single Family Residential Development

Located in

Colleyville, Texas

At

Pleasant Run Road and Cooks Lane

Zoning Change Request Supporting Information

Presented By:

COMPASS REALTY, LP

*P.O. Box 126
Colleyville, TX 76034
PH 817-966-6626*

April 17, 2024

TABLE OF CONTENTS

- I. Statement of Intent and Economic Impact
- II. Development Schedule

I. STATEMENT OF INTENT AND ECONOMIC IMPACT

The proposed development will be a residential neighborhood of two (2) 1.5 acre lots. The homes on each lot will have an expected sales price of \$3.5 to \$4 million dollars. Each home would generate roughly \$10,000 per year in tax revenue for the City of Colleyville. The total value of the finished homes would be roughly \$7 to \$8 million with a total tax revenue of approximately \$20,000 per year for the City.

II. DEVELOPMENT SCHEDULE

It is anticipated that zoning and development will take approximately 120 days.

METES AND BOUNDS DESCRIPTION
3.200 ACRES
LOT 1, BLOCK 1, PLEASANT RUN BAPTIST CHURCH ADDITION
IN THE A. J. CALDWELL SURVEY, A- 331 AND
THE NANCY LOONEY SURVEY, A-987
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

All that certain 3.200 acres of land, which is Lot 1, Block 1, Pleasant Run Baptist Church Addition, recorded in Document Number D204132342, in the Plat Records of Tarrant County, Texas (P.R.T.C.T), in the A. J. Caldwell Survey, A-331 and the Nancy Looney Survey, A-987, City of Colleyville, Tarrant County, Texas and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

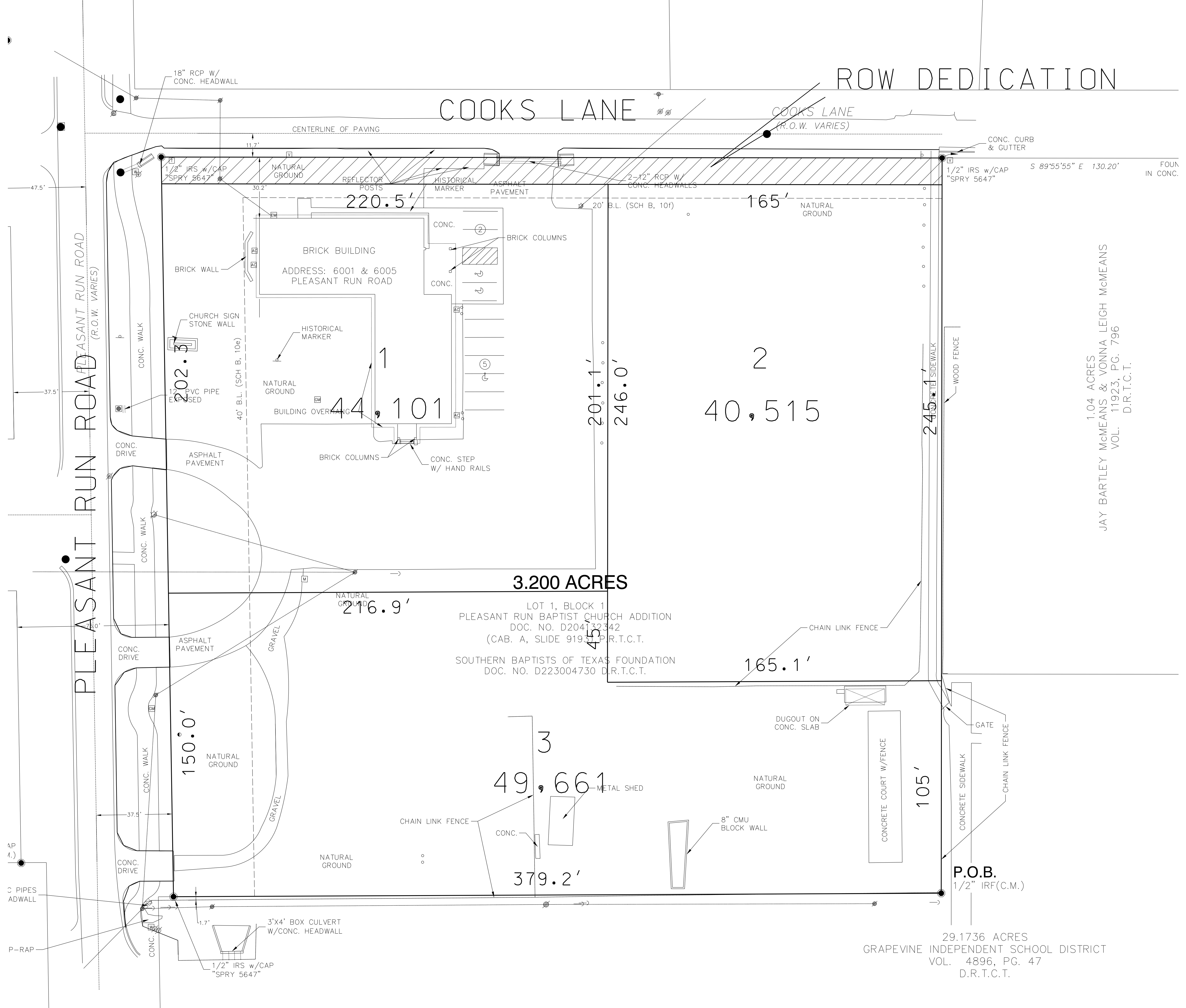
BEGINNING at a 1/2" iron rod found for the southeast corner of said Lot 1, Block 1, Pleasant Run Church Addition, common to an interior angle corner of 29.1736 acre tract, described in the deed to Grapevine Independent School District, recorded in Volume 4896, Page 47 in the Deed Records of Tarrant County, Texas;

THENCE South 89° 44' 24" West - 379.24' along a north line of said 29.1736 acre tract, to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the southwest corner of the herein described tract, in the east right-of-way line of Pleasant Run Road (R.O.W. Varies), which is also 37.5' east of the centerline of said Pleasant Run Road;

THENCE North 00° 57' 13" West - 365.53' (called 369.49') along the east right-of-way line of said Pleasant Run Road, to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the northwest corner of the herein described tract, at the intersection of the east right-of-way line of said Pleasant Run Road, and the south right-of-way line of Cooks Lane (R.O.W. Varies), which is approximately 11.7' south of the center of the asphalt paving of said Cooks Lane;

THENCE South 89° 55' 55" East - 385.75' (called 375.95') along the south right-of-way line of said Cooks Lane, to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the northeast corner of the herein described tract, common to the northwest corner of the 1.04 acre tract, described in the deed to Jay Bartley McMeans and Vonna Leigh McMeans, recorded in Volume 11923, Page 796 D.R.T.C.T, from which an "X" in concrete found for the most northerly northeast corner of said 1.04 acre tract, bears South 89° 55' 55" East – 130.20';

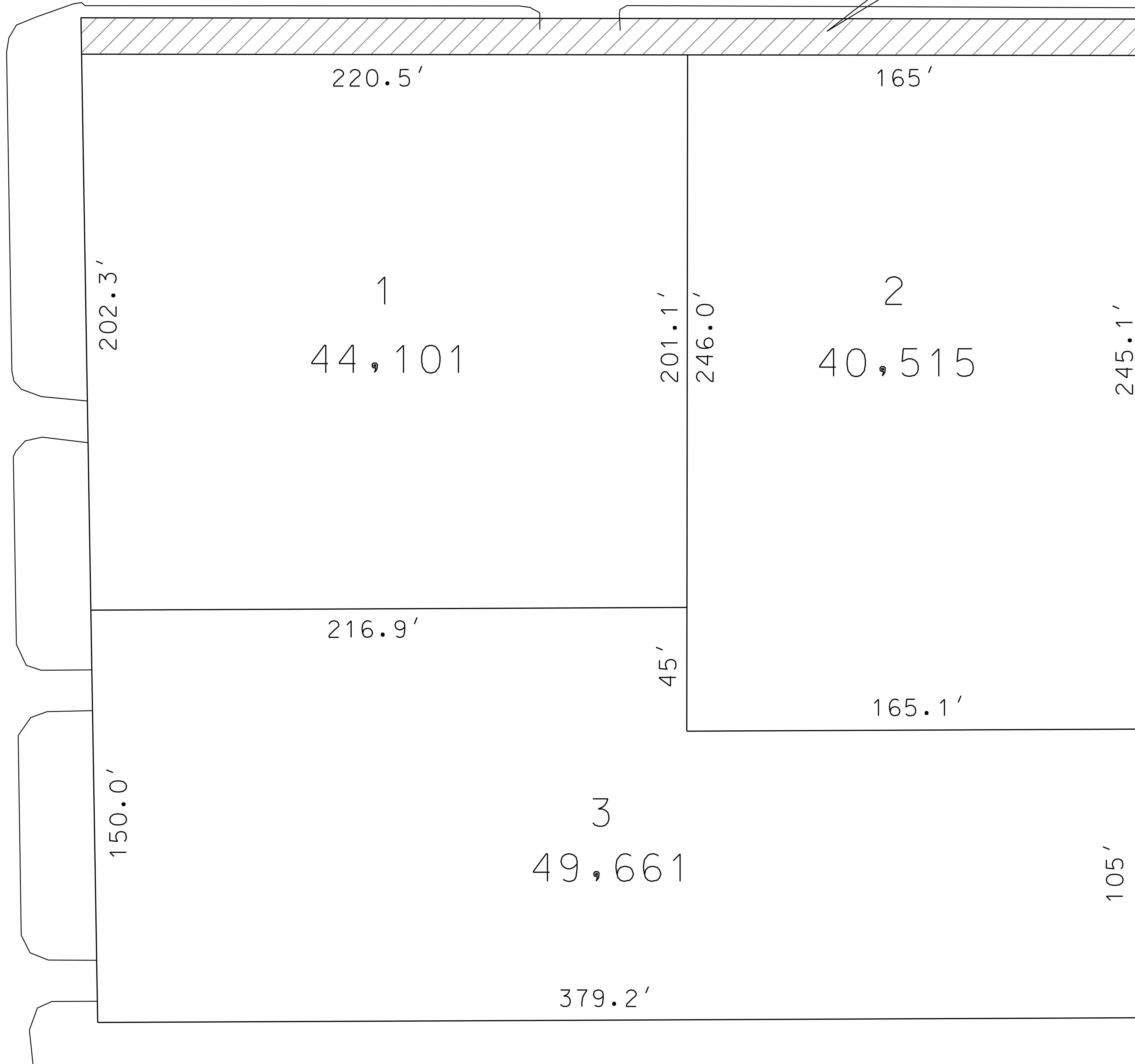
THENCE South 00° 04' 05" West - 363.30't (called 358.85') along the west line said 1.04 acre tract, and a west line of said 29.1736 acre tract, to the POINT OF BEGINNING and containing 3.200 acres of land.



PLEASANT RUN ROAD

COOKS LANE

ROW DEDICATION





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, June 10, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, July 2, 2024 & Tuesday, July 16, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential on Lot 1, Block 1, Pleasant Run Baptist Church Addition. The request is to allow for a two lot subdivision.

Zoning Case: ZC24-009

Applicant: Trevor Truss

Owner: Southern Baptists of Texas Foundation

Location: 6001 Pleasant Run Road

Property Description: Lot 1, Block 1, Pleasant Run Baptist Addition

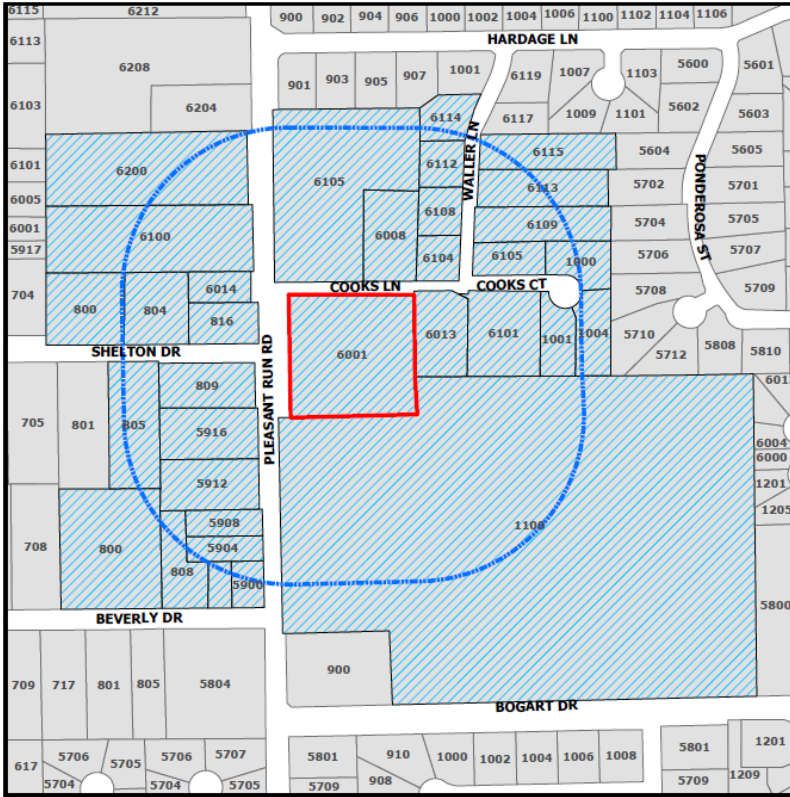
Present Zoning: AG Agricultural

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 or email below:

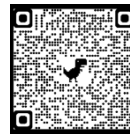
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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):

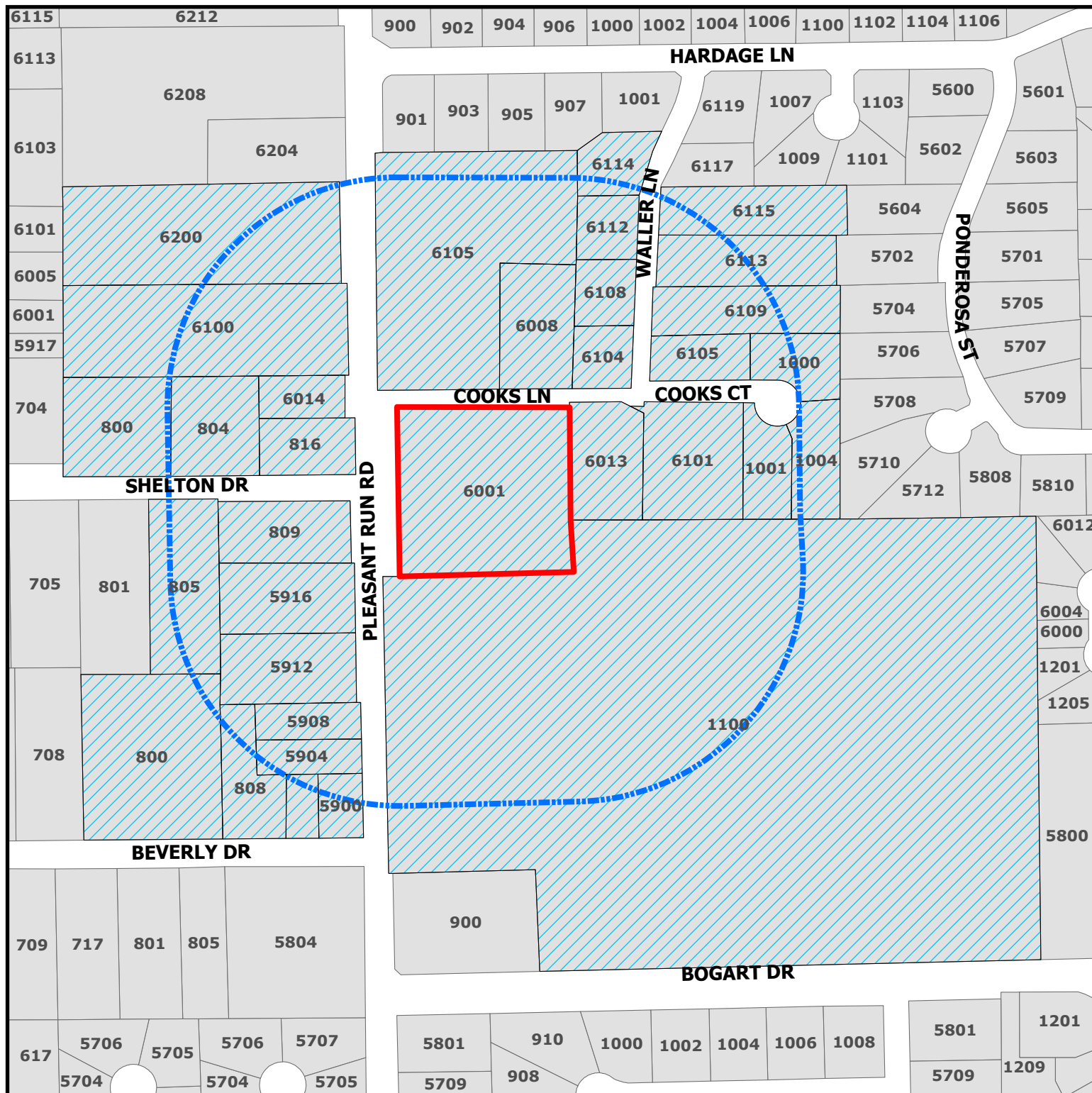


For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner

Notification Map



ZC24-009

6001 Pleasant Run Rd

DISCLAIMER:

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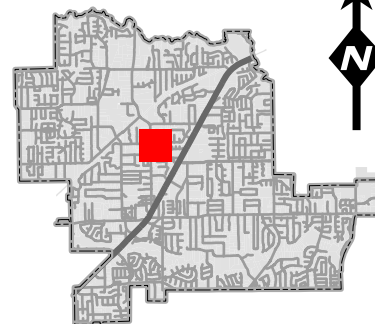
Parcels to be notified



Buffer



Subject Property



Owner Name	Situs Address
ENGLERT, EVELYN H	6114 WALLER LN
CONGREGATION BETH ISRAEL	6100 PLEASANT RUN RD
SLINEY, PAMELA M	6008 COOKS LN
MCCLURE, RICK	800 BEVERLY DR
MCMEANS, JAY B	6013 COOKS LN
SHIPP, JORDAN	1004 COOKS CT
NALER, DEE ANN	6101 WALLER LN
BROOKS, MARCELA	6112 WALLER LN
ROBBINS, JANICE W	5900 PLEASANT RUN RD
HEDGES, B D	6104 WALLER LN
ZIOBER, ALVIN	6109 WALLER LN
GUNNIP, MATTHEW	809 SHELTON DR
HASSAN FAMILY TRUST, THE	5912 PLEASANT RUN RD
ARMOR CAPITAL LLC	6200 PLEASANT RUN RD
GROSSMAN, LISA	6014 PLEASANT RUN RD
RICKS, JEROME	816 SHELTON DR
MILLER, TODD	6113 WALLER LN
PLEASANT RUN BAPTIST CHURCH	6001 PLEASANT RUN RD
MENON, SUNEEL	5904 PLEASANT RUN RD
PENNINGTON, DAVID F	812 BEVERLY DR
DAY, JAMES B	805 SHELTON DR
KAUL, SONIA	5908 PLEASANT RUN RD
KERLEE, TWYLA	800 SHELTON DR
SRP SUB LLC	6108 WALLER LN
WALKER, DONNA	804 SHELTON DR
CRUSON, GLEN A	5916 PLEASANT RUN RD
WAI, ROBERT	6115 WALLER LN
COULTER, MONA COOK	6105 PLEASANT RUN RD
GRAPEVINE, ISD	1100 BOGART DR
MURARI FAMILY REVOCABLE LIVING	6105 WALLER LN
JUSTICE, ANTHONY	1000 COOKS CT
HENDRIX, NOELANI	1001 COOKS CT
HIDDEN OAKS ESTATES	COURTESY NOTICE
LAUREL OAKS ESTATES	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
TREVOR TRUSS	APPLICANT

From: [REDACTED]
To: [Citizen Letters](#); [Christopher Pham](#); [Jackie Reyff](#)
Subject: Regarding Zoning Case ZC24-009
Date: Sunday, June 2, 2024 6:39:10 PM

I am not arguing against this application but I do want to know two things about this case. Especially since it butts up against my property.

1. There is a sidewalk in the easement between my property and the church. That was church land and there was no sidewalk prior to some lady demanding that the city put one in. Now no one uses it or maintains it because kids can't get into the playground thru that gate.

Will that sidewalk be taken out and the easement removed?

2. Drainage down Cooks Ln has been horrible for years. I had to fight 7 to 8 years ago with Jai Reddy to get a curb put in so that the water runoff up the hill would not wash me out. Now the water runs down that sidewalk that no one uses.

What is the plan to adjust the drainage now that houses will be added instead of an empty field to absorb the runoff? I do not want that water now backing up into my yard. Will curbs be installed down the remainder of Cooks Ln?

Please respond with an answer to my questions well before the P&Z mtg for this case.

Thank You,
Jay McMeans

ORDINANCE O-24-2290

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 3.16 ACRES, BEING LOT 1, BLOCK 1, PLEASANT RUN BAPTIST CHURCH ADDITION, BY AUTHORIZING A REZONING FROM AG AGRICULTURAL TO R-40 SINGLE FAMILY RESIDENTIAL; 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 from AG Agricultural to R-40 Single Family Residential under Case No. ZC24-009; and

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

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a rezoning from AG Agricultural to R-40 Single Family Residential on 3.16 acres, being Lot 1, Block 1, Pleasant Run Baptist Church Addition, located at 6001 Pleasant Run Road, as depicted on the attached as Exhibit "A".

- Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 3. THAT the above described tract of land shall be subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of August 2024.

The second reading and public hearing being conducted on the 20th day of August 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 20TH DAY OF AUGUST 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

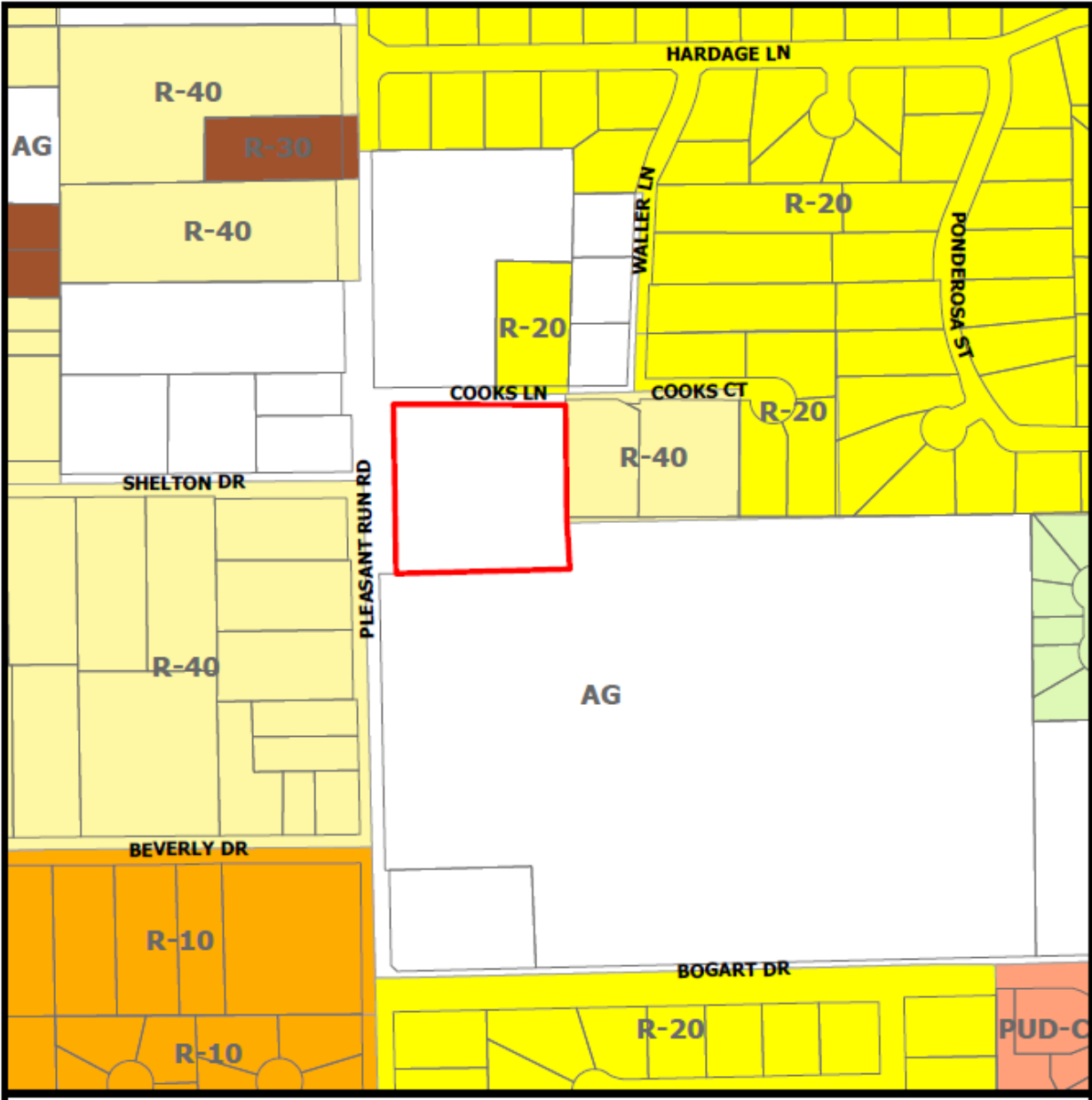
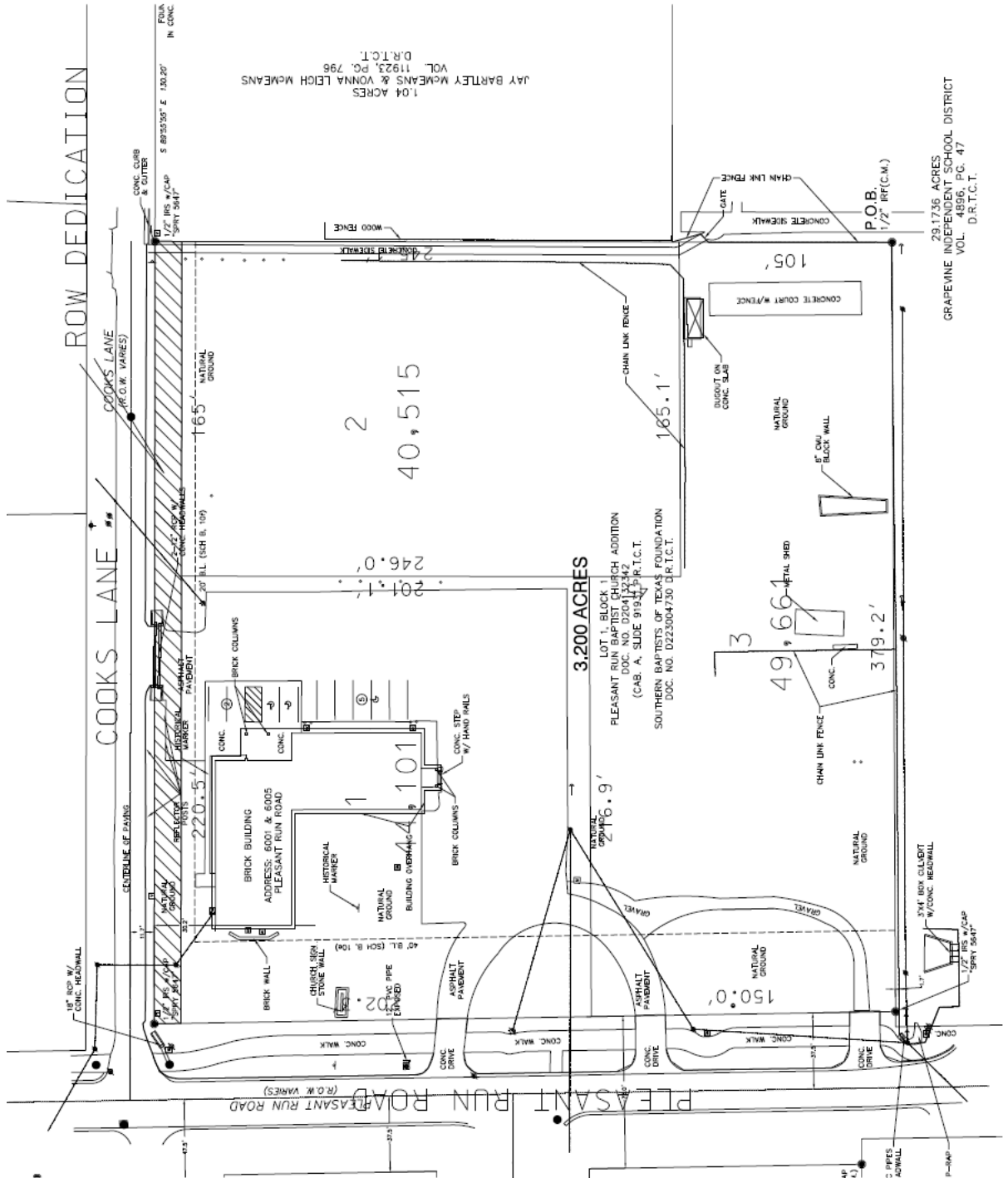


Exhibit "B" – Development Plan





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5b

Agenda Date 8/6/2024

Number Ordinance O-24-2291

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit to allow for Massage Therapy on Lot 3, Block 1, Tara Addition, located at 1009 Cheek-Sparger, Suite 121, Case ZC24-011

Explanation

First Reading and Public Hearing

Sunisa Ingram, the applicant, has submitted a request for Massage Therapy on Lot 3, Block 1, Tara Addition, being approximately 4.74 acres, and zoned CC-1 Village Retail. Massage Therapy is only allowed in the CC-1 Village Retail zoning district with the approval of a Special Use Permit.

Existing Conditions/Background: The subject property, 1009 Cheek-Sparger Road, Suite 121, is zoned CC-1 Village Retail. It is located on the south side of the intersection of Cheek-Sparger Road and Bedford Road. The property is a platted lot and is developed with a commercial building known as the Tara Village Shopping Center.

SUP Request: The applicant is requesting approval of an SUP to allow for Massage Therapy.

"1. Massage Therapy – Any building, room, place, or establishment with a Massage Therapy use shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a Massage Therapy use has imposed other requirements necessary in the particular case to protect the public interests:

- a. Shall be located not less than 300 feet from another Massage Therapy establishment.
- b. Approval of an application to locate a Massage Therapy establishment shall be deemed a temporary permit. Said permit shall be in effect as long as the current tenant, at the time the approval was granted, operates within the location and may operate in perpetuity until such time as a new Certificate of Occupancy (C/O) is required. A new C/O is required for a change in the existing occupancy classification or use or occupant or business name or business owner."

Special Use Permit Provision: Any request for Massage Therapy shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in the Land Development Code.

Analysis: Per the attached Statement of Planning Objectives, the applicant is requesting a Special Use Permit for Massage Therapy to open a new business, Deluxe Thai Massage & Wellness. The business will practice various styles of massage. The applicant has another existing business located in Roanoke, TX.

Plat Status: The property is platted as Lot 3, Block 1, Tara Addition.

DRC Review: The DRC reviewed the request during their June 17, 2024 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north are zoned PUD-R Planned Unit Development – Residential and are improved with single family homes. The property to the west is zoned CC-1 Village Retail and improved with The Pillars Christian Learning Center. The property to the south is zoned PUD-C Planned Unit Development – Commercial and is currently unimproved. The property to the east is zoned Neighborhood Commercial and improved with an office building.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property for commercial development. The proposed SUP does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their July 8, 2024 meeting by a vote of 4-2.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Business Plan
6. Business Proposal

7. Floor Plan Exhibit
8. Sign Plans
9. Notification Map
10. Notification Letter
11. Notification List
12. Ordinance O-24-2291

Aerial Map



ZC24-011

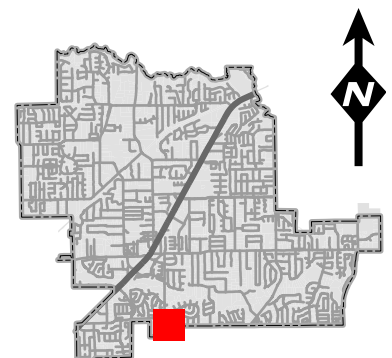
1009 Cheek Sparger Rd

DISCLAIMER:

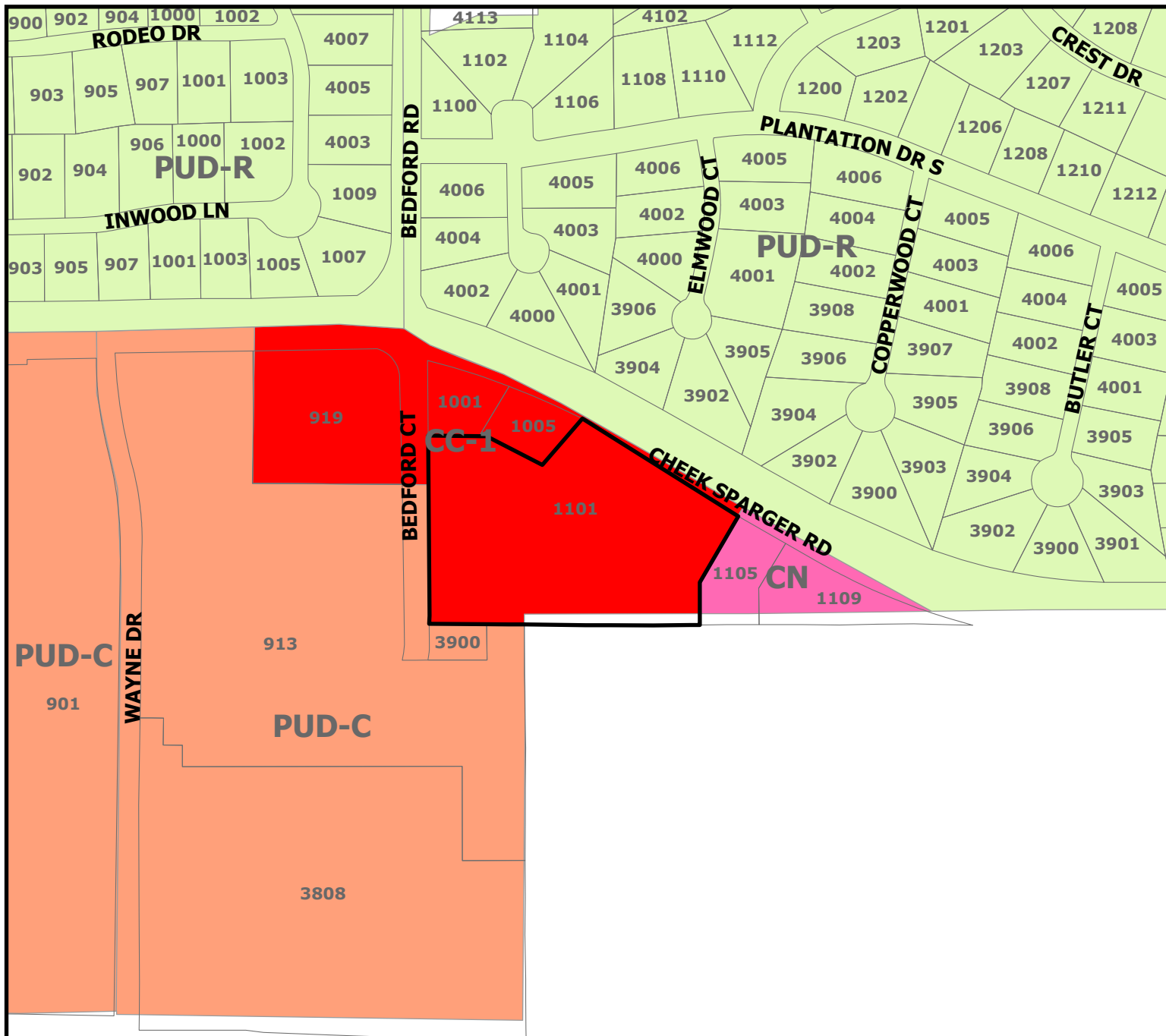
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Subject Property



Zoning Map



ZC24-011

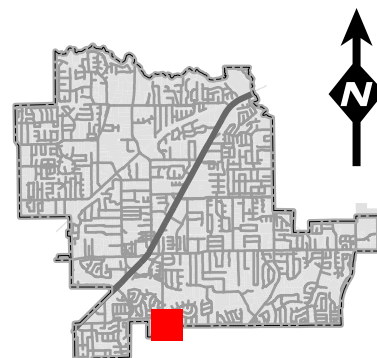
1009 Cheek Sparger Rd

DISCLAIMER:

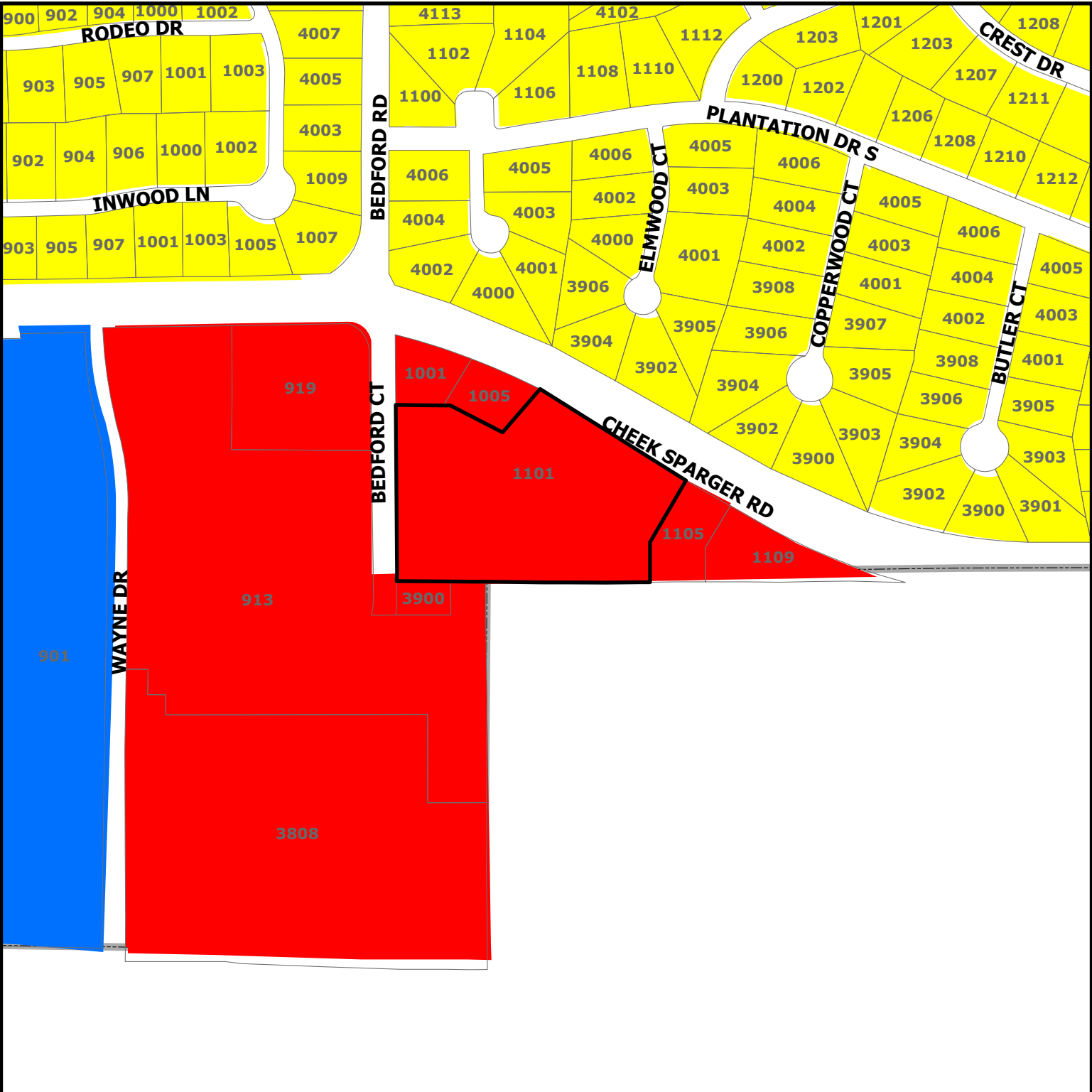
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Subject Property



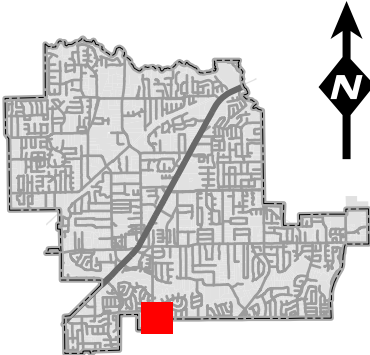
Future Land Use Map



ZC24-011
1009 Cheek Sparger Rd

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- Residential
- Commercial
- Institutional
- Subject Property



Statement of Planning Objectives

Deluxe Thai Massage & Wellness aims to provide a serene sanctuary where individuals can experience the rejuvenating and therapeutic benefits of traditional Thai massage techniques. Our primary objectives encompass both the provision of exceptional wellness services and the cultivation of a business environment rooted in ethical practices and community engagement.

- 1. Exceptional Customer Experience:** Our foremost goal is to ensure that every client who enters our establishment feels welcomed, valued, and attended to with the utmost care and professionalism. Through expertly trained therapists and a soothing ambiance, we seek to exceed expectations and leave a lasting impression of tranquility and well-being.
- 2. Commitment to Traditional Thai Techniques:** Central to our mission is the preservation and promotion of authentic Thai massage practices. We are dedicated to upholding the principles of this ancient healing art, incorporating traditional methods and rituals to deliver therapeutic benefits that promote physical, mental, and spiritual wellness.
- 3. Ethical Business Practices:** Deluxe Thai Massage & Wellness is committed to conducting business with integrity, transparency, and respect for all stakeholders. We pledge to operate in compliance with all relevant regulations and standards, prioritizing the well-being and satisfaction of both our clients and employees.
- 4. Community Engagement and Education:** In addition to providing exceptional services, we are committed to actively engaging with the local community. By fostering partnerships with other health and wellness organizations, we seek to enhance health literacy and empower individuals to prioritize self-care and holistic well-being. Additionally we empower our staff with continued massage therapist training and collaborative initiatives.
- 5. Optimal Facility Design and Maintenance:** With a layout designed to optimize comfort and functionality, our facility will feature four massage and wellness rooms, a welcoming lobby and reception area, a restroom for clients, as well as dedicated spaces for storage and laundry facilities. We are committed to maintaining a clean, inviting environment that reflects our dedication to excellence in every aspect of our operations.
- 6. Continuous Improvement and Innovation:** Deluxe Thai Massage & Wellness will continuously seek opportunities for growth and innovation, staying attuned to evolving trends and emerging research in the field of massage therapy and wellness. We remain open to feedback from clients and staff alike, leveraging insights to refine our offerings and enhance the overall customer experience.

By adhering to these planning objectives, Deluxe Thai Massage & Wellness endeavors to establish itself as a trusted destination for holistic healing and relaxation, where clients can embark on a journey towards greater health, harmony, and vitality.

Deluxe Thai Massage

Ryan Ingram 682-704-0569

Sunisa Ingram 682-704-3962

1206 Blazingstar Drive,

Haslet, TX 76052

Executive Summary

- **Mission-** Deluxe Thai Massage strives to provide an elite experience from experienced Thai massage therapists. With the goal of improving lives through relaxation, stress relief, and a pain free lifestyle. With an increased focus on health and wellness through natural solutions.
- **Vision-** To elevate and pamper our guests in the most deluxe ways by creating a harmonious healing environment all can appreciate with an excellent experience each and every time.
- **The Problem-** Deluxe Thai massage seeks to solve the problem of stressed and sore bodies from the commuters in the high traffic triangle surrounding this location (HWY 26, 121, & 183) by providing a solution for health and relaxation of the body and mind to improve clients overall wellness.
- **What Makes Us Different-** Thai massage is a unique niche which allows us to stand out among competitors. Additionally, it solves the problem through differentiation in technique from traditional massage. Thai massage is built on the idea that energy moves throughout your body via predictable lines and pathways known as sens. In order to increase the flow of energy through your sense, the Thai massage therapist will move the clients body into a wide variety of different yoga-like poses, whilst pulling on and rocking the clients body in various ways. Using the combination of stretching, movement, and pressure is what typically distinguishes Thai massage from other massage therapies that require the client to simply lay still. This creates more of an active role during the massage and teaches some interesting stretches and poses in the process.
- **Industry-** The massage industry has declined approximately 2.1% due to the coronavirus years, however it remains an \$18B/year industry within the United States alone. Bolstering average profit margins of 40-50% on services rendered. Massage therapy as an occupation is projected to grow 20% from 2021 to 2031 which is significantly more than most occupations.

- **Sales & Marketing-** The massage industry relies on a heavy focus towards search engine optimizations (SEO) to drive customers to the business, Deluxe Thai massage has an existing website (www.deluxethaimassage.com) through GoDaddy which provides SEO services and utilizes Vagaro for appointment booking and SEO. Additionally, Deluxe Thai Massage utilizes continual ad campaigns on both Yelp and Google which has allowed for steady month over month growth at our existing location in Roanoke, TX.
- **Financial Plan-** Deluxe Thai Massage intends to utilize funds currently saved, and has the ability to secure additional funding if needed for start-up via our card processing company due to positive cashflow month over month. The profit from the existing business can allow for us to operate with zero revenue if needed.
- **Introductions-** Sunisa Ingram is a Thai Citizen and U.S. Permanent Resident with a Bachelors Degree in Marketing Graphic Design from the University of Jan Kasain in Bangkok, Thailand. Upon her Arrival to America Sunisa decided to depart the corporate world and focus on her true passion in entrepreneurship and pursued further education in massage therapy from the Greater DFW Massage Academy. With her education complete and approximately 2 years in the massage industry, and 1 year owning/operating Deluxe Thai Massage, she hopes to establish her 2nd Thai massage business with the knowledge and support of her employee's, friends, and extensive network of fellow massage business owners around the DFW metroplex.

Ryan Ingram U.S. Citizen & U.S. Army Veteran with an Associates as an Unmanned Aerial Vehicle Flight Operator from Cochise College, Bachelors in Project Management from Embry-Riddle Aeronautical University, Master's in Business Administration (MBA) from Texas A&M University-Commerce, and currently pursuing a Masters of Science in Entrepreneurship from the University of Houston. Continual educational growth and 10 years deployed to combat zones such as Afghanistan, Iraq, Syria, and Jordan have allowed Ryan to bring a unique combined perspective to the business world with the will to never give up even when it appears all options have exhausted. Ryan is currently attending the Greater DFW Massage Academy to become a licensed massage therapist to further assist with the business as well.

About the Company

Our business is Deluxe Thai Massage and we are targeting Colleyville, Texas for our second massage therapy location. Our significant assets are largely intangible assets residing within the owners, however our existing massage business has allowed us to gain immense growth in our knowledge of the industry, improved business acumen, and an extensive network of massage therapists we can rely on when the growth of a second location inevitably occurs.

Mission- Deluxe Thai Massage strives to provide an elite experience from experienced Thai massage therapists. With the goal of improving lives through relaxation, stress relief, and a pain free lifestyle. With an increased focus on health and wellness through natural solutions.

Vision- To elevate and pamper our guests in the most deluxe ways by creating a harmonious healing environment all can appreciate with an excellent experience each and every time.

At the end of the day our personal lives play a major role in our values towards creating a business. As a family that crosses cultural barriers on a daily basis we have come to realize there is a client preference towards Thai massage as an emergent niche within the massage industry which we intend to harness. Empowering our clients through an elegant experience while providing service excellence through integrity and ethical practices.

Market Analysis

The massage industry has declined approximately 2.1% due to the coronavirus years, however it remains an \$18B/year industry within the United States alone. Bolstering average profit margins of 40-50% on services rendered. Massage therapy as an occupation is projected to grow 20% from 2021 to 2031 which is significantly more than most occupations.

There are relatively low barriers to entry within the massage industry, the largest being licensing of the business, and the individual therapists. However, the larger challenge is with competition due to low barriers. The industry is continually progressing and updating legislation which results in new barriers which are not of significant concern to our business model as this helps to eliminate unethical competition by ensuring sufficient efforts towards combating the ethical concern of trafficking in persons and/or misconduct of an establishment.

Our target customers are individuals that are focused on a healthy lifestyle and their overall mental and physical well being. This essentially keeps our audience to just about anyone and everyone who wishes to have an elegant and relaxing experience through our unique Thai Massage techniques differentiating Deluxe Thai Massage from other local businesses within the industry. More specifically our average clients are male 35-55, and female 25-40, educated, married, and with children. This being our largest demographic it aligns well with the 1,3, & 5 mile radius for this location.

Our local Competitors:

Elements Massage, Devine Med Spa, Rarity Massage, Serendipity Massage & Wellness, The Spa At The Village, & Naturally Anointed: All of the above competitors are considered low risk to our business model. These businesses are all priced much higher than our rates (We are premium priced at our flagship location), some of the above require memberships, and several focus on other Med Spa type services. None of them offer Thai massage. While I'm sure these are all wonderful and well established businesses, pricing will allow us to undercut them if the client is seeking a quality massage without additional Med Spa services or memberships.

Massage Envy (2 locations) & Hand & Stone Massage: Both of these businesses are a moderate risk for our shop as we offer similar pricing and services. Our differentiator is Thai massage and our level of customer service as small business owners. We will advertise just as these businesses do and that should allow us to contend in the same space while providing a

superior customer experience that is difficult for a franchise to match.

The key factors to be considered for success within the massage industry are to provide a superior service and customer experience which can be an advantage over fierce competition. The offering of Thai massage in addition to general massage practices will allow our business to stand out, while Sunisa's ability to communicate with clients and provide them an experience generally only experienced in the Far East will allow us to maintain high customer retention rates.

The Problem

Deluxe Thai massage seeks to solve the problem of stressed and sore bodies from the commuters in the high traffic triangle surrounding this location (HWY 26, 121, & 183 by providing a solution for health and relaxation of the body and mind to improve clients overall wellness.

Our Solution

Thai massage solves the problem through differentiation in technique from traditional massage. Thai massage is built on the idea that energy moves throughout your body via predictable lines and pathways known as sens. In order to increase the flow of energy through your sense, the Thai massage therapist will move the clients body into a wide variety of different yoga-like poses, whilst pulling on and rocking the clients body in various ways. Using the combination of stretching, movement, and pressure is what typically distinguishes Thai massage from other massage therapies that require the client to simply lay still. This creates more of an active role during the massage and teaches some interesting stretches and poses in the process.

Product/Service Feature	Benefit to the Customer
Thai Massage	Traditional massage combined with stretching and reflexology
Swedish Massage	Traditional Massage focused on anatomy
Deep Tissue Massage	Sports therapy style massage with an emphasis on strength and high pressure
Hot Stone Massage	Helps to soothe pain and relax muscle spasms
Couples Massage	A relaxing bonding experience for couples

Organizational Structure

Founder and operations manager- Sunisa Ingram is a Thai Citizen and U.S. Permanent Resident with a Bachelors Degree in Marketing Graphic Design from the University of Jan Kasain in Bangkok, Thailand. Upon her Arrival to America Sunisa decided to depart the corporate world and focus on her true passion in entrepreneurship and pursued further education in massage therapy from the Greater DFW Massage Academy. With her education complete and approximately 2 years in the massage industry, and 1 year owning/operating Deluxe Thai Massage, she hopes to establish her 2nd Thai massage business with the knowledge and support of her employee's, friends, and extensive network of fellow massage business owners around the DFW metroplex.

Co-Founder, book keeper, and marketing manager- Ryan Ingram U.S. Citizen & U.S. Army Veteran with an Associates as an Unmanned Aerial Vehicle Flight Operator from Cochise College, Bachelors in Project Management from Embry-Riddle Aeronautical University, Master's in Business Administration (MBA) from Texas A&M University-Commerce, and currently pursuing a Masters of Science in Entrepreneurship from the University of Houston. Continual educational growth and 10 years deployed to combat zones such as Afghanistan, Iraq, Syria, and Jordan have allowed Ryan to bring a unique combined perspective to the business world with the will to never give up even when it appears all options have exhausted. Ryan is currently attending the Greater DFW Massage Academy to become a licensed massage therapist to further assist with the business as well.

Employee Scaling plan- Initially Deluxe Thai massage will be operated by the owner and 1 additional employee. We have existing employees that live in the area surrounding this location which we can flex between the two locations easily to ensure we can meet client demand.

Deluxe Thai Massage is fortunate to have access to a pipeline of talented massage therapists as Thai citizens who relocate to America primarily seek work in the massage or restaurant industries due to language barriers. This will allow for further scalability beyond existing employees which has been easily scalable based on experience with the initial business location.

Sales and Marketing Strategy

The primary challenge in any massage business is establishing clientele. This should be relatively easy as Massage Comfort is an existing business and when purchasing the business we will retain the clientele lists and essentially begin above the B/E mark. That said, SEO and advertising will be our primary growth strategy to highlight Deluxe Thai massage when searching on Google, Yelp, or Apple Maps.

Market Barrier/Challenge	Our Solution
Ethical Clientele	Presenting ourselves as clean and upscale massage business and terminating any massage sessions suggestive of other requests per TLDR Massage regulations. This will increase our clientele for more couples massage and female clients which generally purchase additional services such as hot stone, aromatherapy and CBD oil massages.
Education	One common barrier is continual education for owners and employee's while the state mandates continual education our employee commission per service will receive a higher rate based on licensure and education. Clearly posted certificates will help to show clientele we are reputable and experienced massage therapists.

We have carefully thought out the following for the reasons noted below:

- *Location* – We do realize there will be an initial uphill battle to change the perception of clients and neighbors due to the former Tennant at this location. However the offset is that this location brings initial overhead cost savings by leasing a former massage business suite rather than performing construction on a shell space, and strategically

selecting a high income area similar to our flagship location. Thus allowing better financial security and the ability to tailor the client to a more upscale experience.

- *Pricing Strategy* – Our strategy is to remain moderately priced for the surrounding competitors while providing a superior massage experience, and we will offer gift certificates (Potentially discounted near holidays) to help drive additional clients in the door. At some point in the future we may offer existing clients some type of rewards program as well.
- *Promotion Plan* - Primarily we will promote through SEO, paid advertisement (Yelp & Google), social media accounts, signage, local small business groups which we are currently members. Budget for marketing is easily scalable, current advertising is approximately \$1,200 per month in total for both platforms at our flagship location.

Financial Plan

Currently Available Funds		\$57,761.56	Essentially Deluxe
Massage tables and supplies (\$1,000 per room)		\$5,000.00	Thai Massage
Sign (Flagship was \$4,500)		\$6,000.00	Colleyville location
Minor renovations (Paint, Floors, & Misc)		\$5,000.00	would need to see
Initial deposit to landlord		\$6,337.33	3.8 (1 hour)
Total Initial Investment		\$22,337.33	massage clients
Remaining funds		\$35,424.23	per day in order to
Credit line available with Vagaro		\$30,000.00	reach break even.
ZERO INCOME SAFETY NET (IN MONTHS) w/o credit line		7.5	
ZERO INCOME SAFETY NET (IN MONTHS) w/ credit line		13.8	
Monthly Cost			
Shop Size SQFT		1,400	
Rent	\$	20.00	
NNN	\$	7.16	
Total	\$	27.16	
Annual Rent amount	\$	28,000.00	
Annual NNN	\$	10,024.00	
Annual total	\$	38,024.00	
Monthly Rent Amount	\$	2,333.33	
Monthly NNN	\$	835.33	
Monthly Total Rent + NNN	\$	3,168.67	
Estimated Power		\$200.00	
Estimated Water		\$200.00	
Estimated Trash		\$100.00	
Estimated Internet		\$80.00	
Advertising budget (Scalable)		\$1,000.00	
CC Processing Fee's % of sales (TBD)		3%	
Total Monthly Cost		\$4,748.67	
Lease Term (In Months)		60	
Total Lease Liability	\$	190,120.00	
Total Liability	\$	190,120.00	
Scalability			
# of Single Massage Rooms		2-3	
# of Couples Massage Rooms		2	
# of Employees (scalable) Min Owner Only, Max 6		2	
B/E QTY/ Revenue			
30 Min massage Gross Revenue		\$55.00	
30 Min massage Employee Cost		\$20.00	
30 Min massage Profit		\$35.00	
30 Min ONLY QTY B/E		136	
30 Min ONLY QTY B/E per day		4.8	
60 Min massage Gross Revenue		\$80.00	
60 Min massage Employee Cost		\$35.00	
60 Min massage Profit		\$45.00	
60 Min ONLY QTY B/E		106	
60 Min ONLY QTY B/E per day		3.8	
90 Min massage Gross Revenue		\$120.00	
90 Min massage Employee Cost		\$50.00	
90 Min massage Profit		\$70.00	
90 Min ONLY QTY B/E		68	
90 min only QTY B/E per day		2.4	

- The typical Thai massage business of this size that has been established for 2-3 years see's 15-25 clients per day, on the worst days such as extreme weather massage establishments generally see no less than 10 clients. Assuming 1 hour massages for each (The most common option selected) these are the projections for each scenario monthly and annually.

1 Hour Massage Service	Single Day	Monthly Projection (28 Days)	Annual
60 Min massage Gross Revenue	\$ 80.00		
60 Min massage Employee Cost	\$ (35.00)		
60 Min massage Profit	\$ 45.00		
Bad Weather day 10 Clients Gross Sales	\$ 800.00	\$ 22,400.00	\$ 292,000.00
Bad Weather Day 10 Clients Employee Cost	\$ (350.00)	\$ (9,800.00)	\$ (127,750.00)
Bad Weather Day 10 Clients Profit	\$ 450.00	\$ 12,600.00	\$ 164,250.00
Typical Day 15 Clients Gross Sales	\$ 1,200.00	\$ 33,600.00	\$ 438,000.00
Typical Day 15 Clients Employee Cost	\$ (525.00)	\$ (14,700.00)	\$ (191,625.00)
Typical Day 15 Clients Profit	\$ 675.00	\$ 18,900.00	\$ 246,375.00
Busy Day 25 Clients Gross Sales	\$ 2,000.00	\$ 56,000.00	\$ 730,000.00
Busy Day 25 Clients Employee Cost	\$ (875.00)	\$ (24,500.00)	\$ (319,375.00)
Busy day 25 Clients Profit	\$ 1,125.00	\$ 31,500.00	\$ 410,625.00

- *Projected (P&L)*– Deluxe Thai Massage can provide a P&L for the flagship business in conjunction with tax filings if required. Below is projections based on our experience with the existing business and forecasting Bad weather clientele counts.

	Single Day	Monthly Projection (28 Days)	Annual
Bad Weather day 10 Clients/Day Gross Sales	\$ 800.00	\$ 22,400.00	\$ 292,000.00
POS System 3% Gross Sales	\$ (24.00)	\$ (672.00)	\$ (8,760.00)
Owners Draw	\$ (175.00)	\$ (4,900.00)	\$ (63,875.00)
2nd Employee	\$ (175.00)	\$ (4,900.00)	\$ (63,875.00)
Upkeep and replacement of existing equipment estimated 50% of startup cost annually	\$ (30.60)	\$ (930.72)	\$ (11,168.67)
Monthly supplies	\$ (17.86)	\$ (500.00)	\$ (6,000.00)
Rent	\$ (76.71)	\$ (2,333.33)	\$ (28,000.00)
NNN	\$ (27.46)	\$ (835.33)	\$ (10,024.00)
Power	\$ (6.58)	\$ (200.00)	\$ (2,400.00)
Water	\$ (6.58)	\$ (200.00)	\$ (2,400.00)
Trash	\$ (3.29)	\$ (100.00)	\$ (1,200.00)
Internet	\$ (2.63)	\$ (80.00)	\$ (960.00)
Advertising	\$ (32.88)	\$ (1,000.00)	\$ (12,000.00)
Accounts Receivable	\$ 800.00	\$ 22,400.00	\$ 292,000.00
Accounts Payable	\$ (578.58)	\$ (15,651.39)	\$ (211,180.52)
Projected Cash Flow/ Less Owners Draw Year 1	\$ 221.42	\$ 6,748.61	\$ 80,819.48

Implementation Plan

	Task Name	Start	Finish	Predecessors	Q2			Q3		
					Apr	May	Jun	Jul	Aug	Sep
1	Submit Documentation to Landlord for Approval	05/18/24	05/30/24							
2	Sign Lease Agreement	05/31/24	06/13/24	1						
3	Certificate Of Occupancy Application	05/31/24	08/20/24	1						
4	City of Colleyville SUP Submittal Deadline	06/10/24	06/14/24							
5	SUP DRC	06/17/24	06/17/24	4						
6	SUP Comments Due to Applicant	06/18/24	06/27/24	5						
7	SUP Latest Re-Submit	06/28/24	06/28/24	6						
8	SUP Legal Notice	06/18/24	07/05/24	5						
9	SUP P&Z	07/08/24	08/05/24	8						
10	SUP City Council 1	08/06/24	08/19/24	9						
11	SUP City Council 2	08/20/24	08/20/24	10						
12	Massage Establishment License TDLR (Best case 60 days)	05/31/24	07/31/24	1						
13	Massage Establishment License TDLR (Worst case 90 days)	08/01/24	08/29/24	12						
14	Planned Opening Window	08/20/24	08/30/24							

Conclusion

In summary, Deluxe Thai Massage would bring a unique style of massage to the area and would love an opportunity to conduct business within your building and strive to compliment our neighbors. Deluxe Thai massage has done extensive research on local competitors and comparable businesses to achieve a business model primed to be successful even when the unexpected can and will occur. Thank you for taking the time to review our business plan and for your consideration.

Subject: Proposal for Second Massage Business

Exhibit 1: Introduction to Deluxe Thai Massage

We are pleased to present this proposal for the establishment of our second massage business within the city of Colleyville. As proprietors of Deluxe Thai Massage, located at 610 E Byron Nelson BLVD in Roanoke, Texas, we have established a reputable and ethical small business committed to contributing positively to our community.

Business Overview:

Deluxe Thai Massage serves as our flagship location, embodying our commitment to professionalism, integrity, and community engagement. Our mission is to provide exceptional massage services while fostering a sense of well-being and harmony within the community.

Ethical Business Practices:

At Deluxe Thai Massage, we uphold the highest standards of ethics and integrity in all aspects of our operations. Our business philosophy revolves around transparency, honesty, and respect for our clients, employees, and the community at large. We prioritize compliance with all relevant regulations and guidelines to ensure the safety and well-being of our patrons and staff.

Community Engagement:

Central to our mission is our dedication to bettering the communities in which we operate. We actively seek opportunities to support local initiatives, charities, and events that align with our values. Additionally, we prioritize collaboration with local authorities, including the city council, law enforcement, and regulatory agencies, to ensure that our business practices contribute to the overall welfare of the community.

Assurance of Goodwill:

We invite members of the city council to explore the reputation of Deluxe Thai Massage by reviewing testimonials from satisfied clients, consulting with our landlord, and engaging with relevant authorities such as the city administration and the Roanoke police department. We are confident that these sources will affirm our commitment to operating a business that not only provides exceptional services but also actively contributes to the betterment of our community.

In conclusion, we believe that the establishment of our second massage business will not only contribute to the economic vitality of the city but also serve as a testament to our ongoing dedication to ethical business practices and community engagement. We welcome the opportunity to address any questions or concerns from the city council and look forward to the possibility of expanding our presence within the community.

Sincerely,

Sunisa Ingram
Owner
Deluxe Thai Massage & Wellness

THIS DRAWING MAY NOT BE USED FOR REGULATORY
APPROVAL, PERMITTING, OR CONSTRUCTION

KONSTANTINOS SOTIROPOULOS
TEXAS REGISTRATION NO. 12570



102-03-01 Suite 121 Leasing Floor Plan 01-01

Tara Village Shopping Center
1009 Cheek-Sparger Rd - Suite 121
Colleyville, TX 76034
As Built Floor Plan

Project No.: 102.03.01

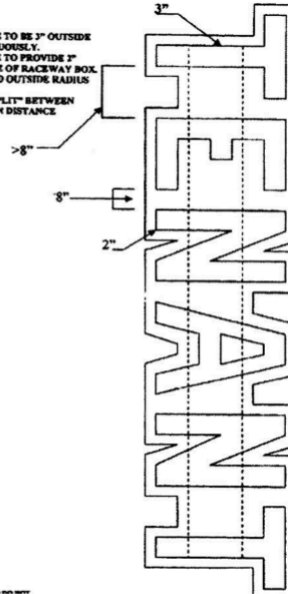
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Signage

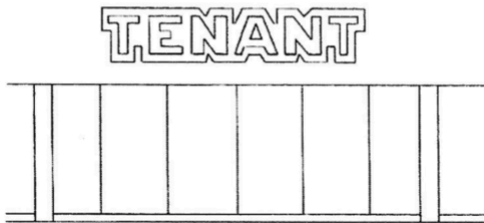
We are currently in the process of developing a new logo for our massage establishment located at 1109 Cheek-Sparger Road. Upon its finalization, our signage will be brought into compliance with the stipulated regulations set forth by the city. A representative example of the template to be adhered to is provided herein. The sign will be inscribed with the following text: "Deluxe Thai Massage & Wellness." A permit will be pursued immediately following the approval of our SUP.

Signage Illustration 1

1. BACKGROUND PLATE TO BE 3" OUTSIDE OF LETTERS CONTINUOUSLY.
2. BACKGROUND PLATE TO PROVIDE 2" MINIMUM COVERAGE OF RACEWAY BOX.
3. MINIMUM INSIDE AND OUTSIDE RADIUS TO BE 2" - TYPICAL
4. BACKGROUND TO "SPLIT" BETWEEN LETTERS ONLY WHEN DISTANCE EXCEEDS 8".

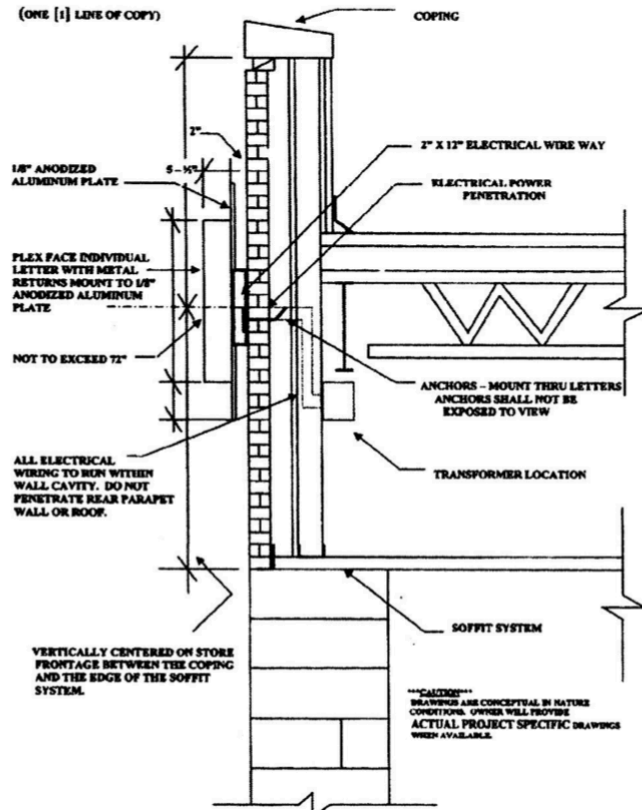


Signage Illustration 2



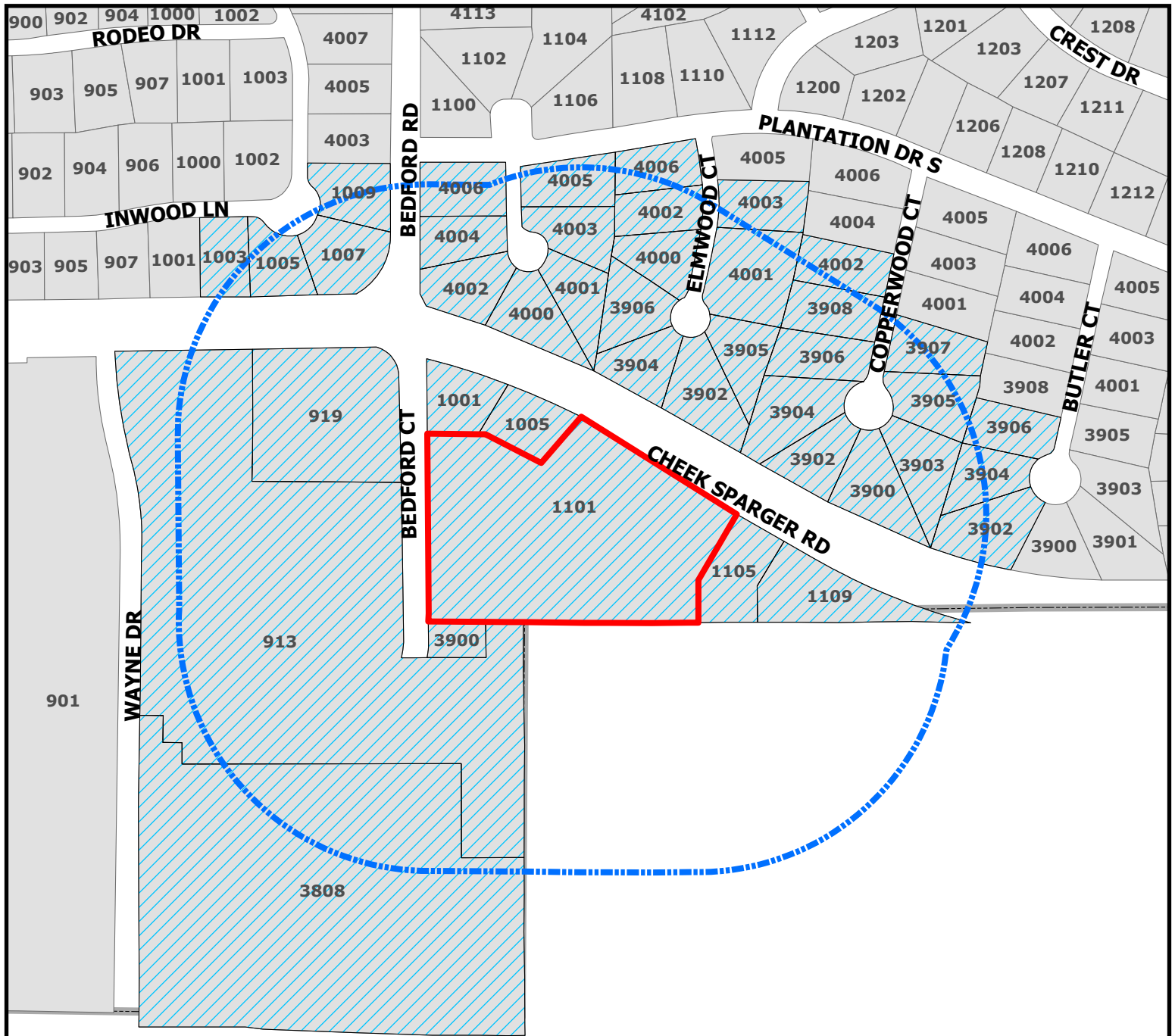
Signage Illustration 3

(ONE [1] LINE OF COPY)



CAUTION
DRAWINGS ARE CONCEPTUAL IN NATURE AND DO NOT REPRESENT ACTUAL PROJECT CONDITIONS. OWNER WILL PROVIDE ACTUAL PROJECT SPECIFIC DRAWINGS WHEN AVAILABLE.

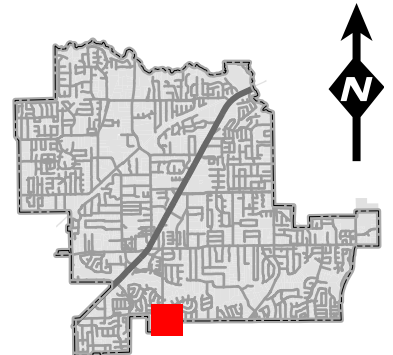
Notification Map



ZC24-011

1009 Cheek Sparger Rd

-  Parcels to be notified
-  Buffer
-  Subject Property



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.



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, July 8, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, August 6, 2024 & Tuesday, August 20, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit to allow for Massage Therapy on Lot 1, Block 1, Debrecht Addition. The request is to allow for a new business, Deluxe Thai Massage & Wellness.

Zoning Case: ZC24-011

Applicant: Sunisa Ingram

Owner: MDT Tara LTD

Location: 1009 Cheek Sparger Road, Suite 121

Property Description: Lot 3, Block 1, Tara Addition

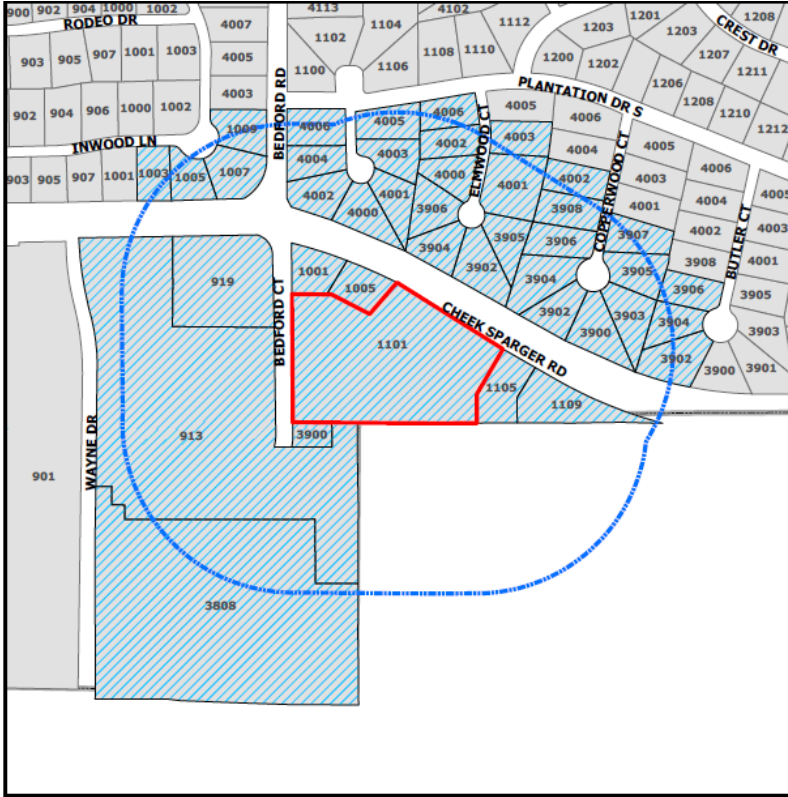
Present Zoning: CC-1 Village Retail

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

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

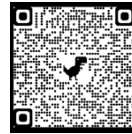
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner

Owner Name	Situs Address
PURSLEY, TEX	4000 ELMWOOD CT
FOY, STEPHEN	1009 INWOOD LN
CONATSER, JOSH R	3902 ELMWOOD CT
MCDOWELL, CHS A	3902 COPPERWOOD CT
RINGO, CASEY K	3906 ELMWOOD CT
HUGGINS, SAMUEL E	4000 PLANTATION CT
GRIFFITH, JAMES C	4002 PLANTATION CT
ANDREWS, CHARLEY	4001 PLANTATION CT
DELANEY, JENNIFER	3902 BUTLER CT
BENNETT, DEREK	3907 COPPERWOOD CT
FOREMAN, BARBARA R	4006 ELMWOOD CT
ROJAS, JAMES	4005 PLANTATION CT
JACKSON, WILLIAM D	1003 INWOOD LN
ALVAREZ, DAVID	4004 PLANTATION CT
BORCHARDT, CAROL	4002 ELMWOOD CT
RHEE, UN YOUNG	4002 COPPERWOOD CT
BARTON, LEO W	3900 COPPERWOOD CT
ABBOTT, RHONDA C	3904 BUTLER CT
IOVINELLI, LUCI	4006 PLANTATION CT
MONTALVO, RODNEY L	3903 COPPERWOOD CT
WRIGHT, RYAN ALAN	3906 BUTLER CT
PECHACEK, JOHN A	3905 COPPERWOOD CT
MILLER, RAY	3904 ELMWOOD CT
MDT TARA LTD	1001 CHEEK SPARGER RD
KENVIN, KEN M	3905 ELMWOOD CT
TORRES, NOLBERTO	3904 COPPERWOOD CT
CRAVER, PETE F	3908 COPPERWOOD CT
COVER-TEK INC	1105 CHEEK SPARGER RD
BYNO, THOMAS J	3906 COPPERWOOD CT
CHATELAIN, GARY M	1007 INWOOD LN
WHITE, JAY	4001 ELMWOOD CT
TIRHI, GHALEB	4003 ELMWOOD CT
BEALL DENTON PARTNERS LP	3808 WAYNE DR
ALLRED, SHANE	1005 INWOOD LN
SCF RC FUNDING IV LLC	919 CHEEK SPARGER RD
EDWARDS, SHERIDAN B	4003 PLANTATION CT
MYERS, DAVID W	1109 CHEEK SPARGER RD
TARA PLANTATION ADDITION	COURTESY NOTICE
SADDLEBROOK ADDITION	COURTESY NOTICE
HURST EULESS BEDFORD ISD	STATE REQUIRED
INGRAM, SUNISA	APPLICANT

ORDINANCE O-24-2291

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 4.74 ACRES, BEING LOT 3, BLOCK 1, TARA ADDITION, LOCATED AT 1009 CHEEK-SPARGER ROAD, SUITE 121, BY AUTHORIZING A SPECIAL USE PERMIT FOR MASSAGE THERAPY FOR THE BUSINESS KNOWN AS DELUXE THAI MASSAGE & WELLNESS; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for Massage Therapy under Case No. ZC24-011; and

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

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for Massage Therapy on 4.74 acres, being Lot 3, Block 1, of the Tara Addition, located at 1009 Cheek-Sparger Road, Suite 121, for the business known

as Deluxe Thai Massage & Wellness, as depicted on the attached as Exhibit "A".

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

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

1. GENERAL

- a. The Special Use Permit shall apply to the business Deluxe Thai Massage & Wellness only.
- b. The name of the business authorized for Massage Therapy by this Special Use Permit shall be called "Deluxe Thai Massage & Wellness".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

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

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

- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of August 2024.

The second reading and public hearing being conducted on the 20th day of August 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 20TH DAY OF AUGUST 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

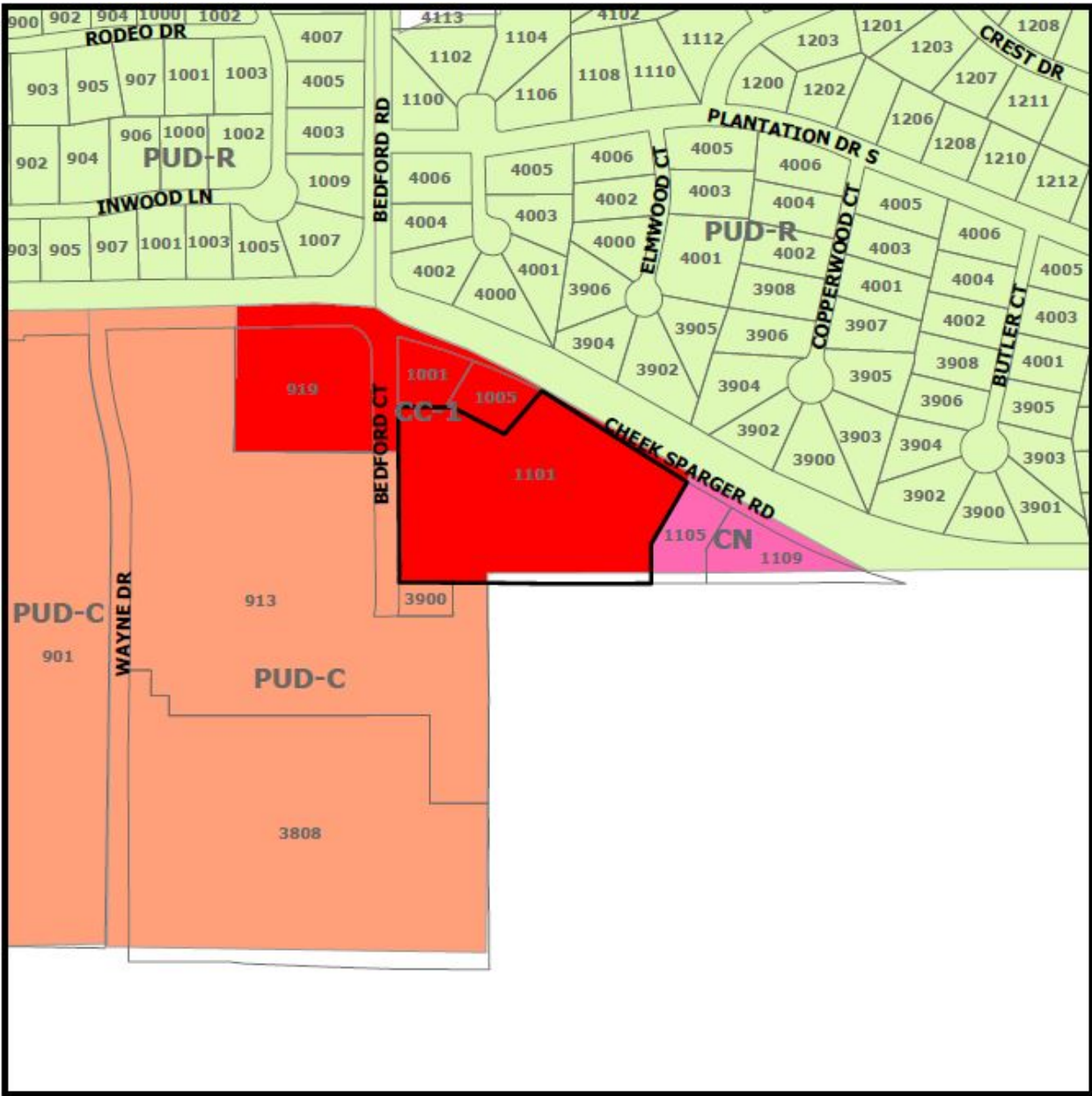
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5c

Agenda Date 8/6/2024

Number Ordinance O-24-2292

Type Ordinance

Department Community Development

Title

Consideration of a rezoning from AG Agricultural and RE Single Family 'Estate' Residential district to R-40 Single Family Residential for Tract 1B1, 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 ZC24-014

Explanation

First Reading and Public Hearing

Curtis Young, the applicant, has submitted a request for a zoning change for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, and Lot 1, Block 1, Cero Addition, being approximately 13.84 acres, and zoned AG Agricultural and RE Single Family 'Estate' Residential district. The request is to rezone the property from AG Agricultural and RE Single Family 'Estate' Residential to R-40 Single Family Residential to allow for a new nine lot single-family detached subdivision.

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

Proposed Zoning Change: The request is to rezone from the AG and RE zoning districts to the R-40 Single Family Residential district. The request is to construct a new nine lot detached single-family subdivision to be known as The Bluffs at Colleyville.

Analysis: Per the proposed, this project is requesting to create a new detached single-family subdivision of nine lots. The entrance and exit to the proposed subdivision would be from Pool Road. The lots range in size from 44,432 s.f. to 50,738 s.f. The average lot size is 47,577 s.f. Along the northern border is an open space lot to include a proposed nature trail easement, connecting to Pool Road. There will be an open space lot on the southeast side of the development adjacent to the subdivision entrance.

Plat Status: The subject properties are two lots, one unplatted as Tracts 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and one platted lot being Lot 1, Block 1, Cero Addition.

DRC Review: The DRC reviewed the request during their June 17, 2024 meeting and provided the following comments:

1. Informational Comment: The Urban Forestry plan should show only those trees removed during the applicant's development of the property.

2. Loop the 8" waterline to Wilkes Drive.
3. During plating, the cul-de-sac length exceeds the length for the right-of-way width and requires City Council approval. In addition because the street is going to be gated and private it should be a common area lot with a public utility easement.

Drainage: An ISWM analysis, although a standard engineering practice, is not a method currently allowed by the Land Development Code.

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 approval of the request at their July 8, 2024 meeting by a vote of 5-1.

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 current opposition is at 25%.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Zoning Exhibit
6. Existing Drainage Plan
7. Proposed Drainage Plan
8. Utility Plan
9. Urban Forestry Exhibit
10. Notification Map
11. Notification List
12. Notification Letter
13. Letters Received
14. Opposition Map
15. Opposition Report
16. Ordinance O-24-2292

Aerial Map

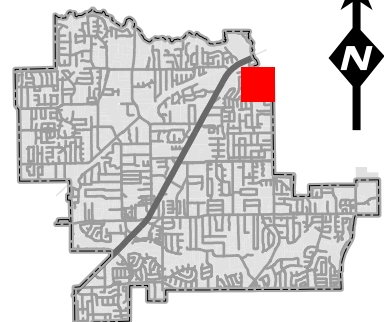


ZC24-013

2417 Wilkes Dr



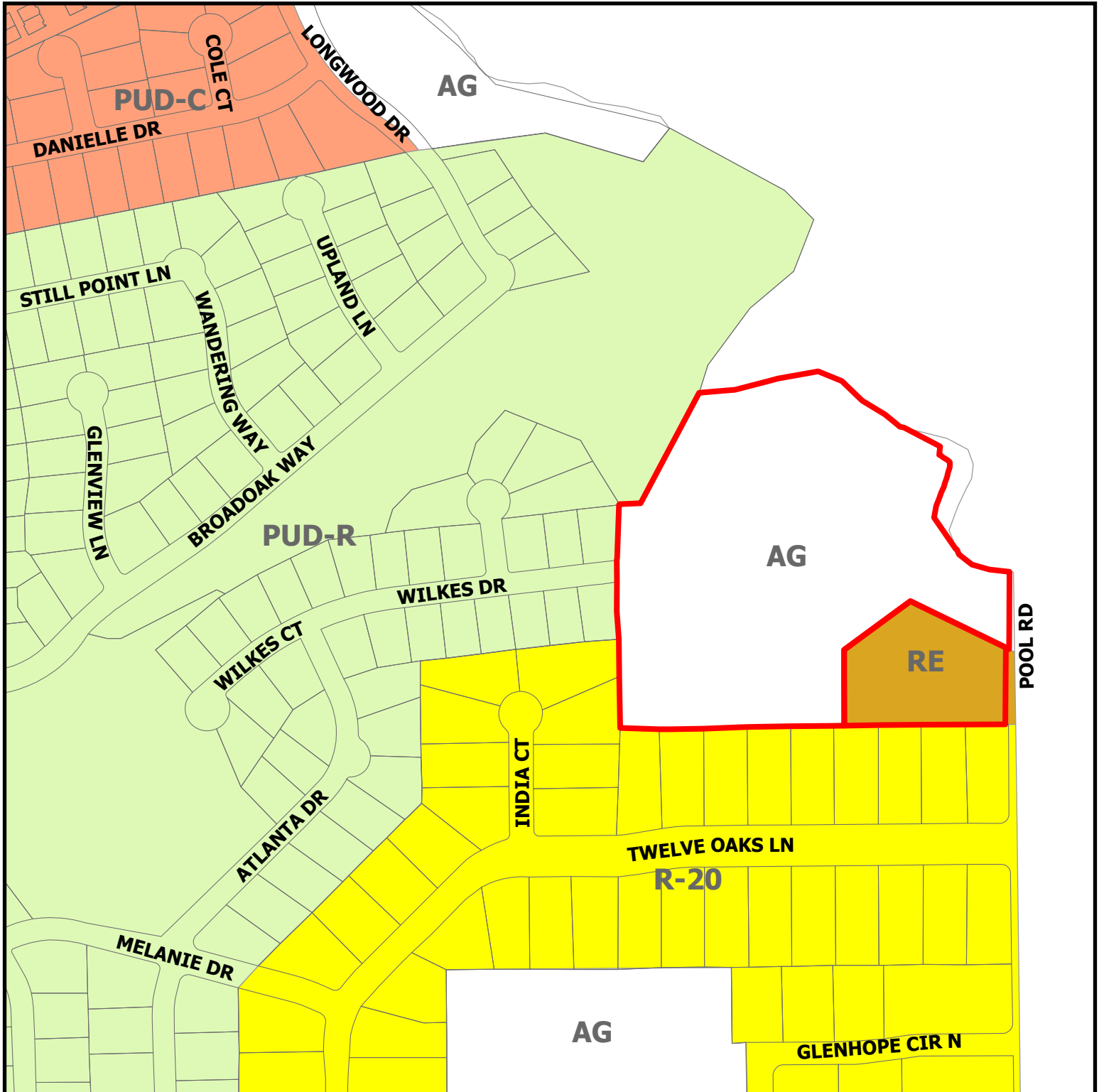
Subject Property



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.

Zoning Map

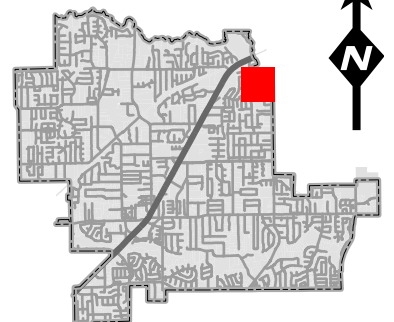


ZC24-013

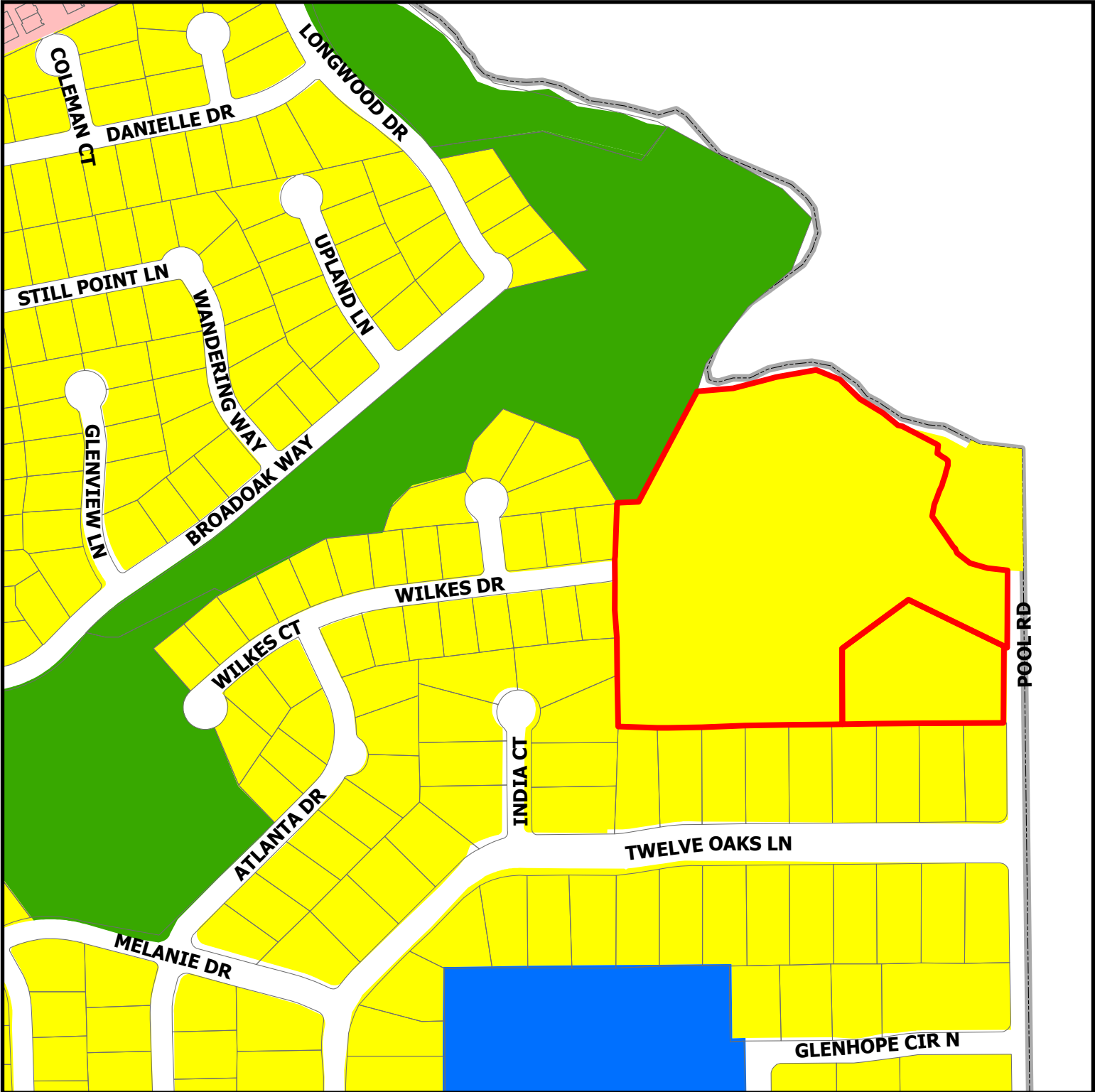
2417 Wilkes Dr

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 Subject Property



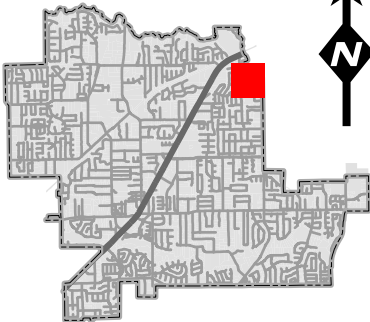
Future Land Use Map



ZC24-013

2417 Wilkes Dr

-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  Open Space; Parks
-  Subject Property



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The Bluffs of Colleyville

Colleyville, Texas

Zoning Narrative –10 JUN 2024

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 R-40 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 currently 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 primarily currently designated AG (Agriculture), so this would be the initial “development” zoning requested. The intent here is to rezone the entire property to R-40, 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 will far exceed the lot sizes, quality and values of the neighborhoods and properties we are adjacent to. Where we are adjacent to the ½ acre Ross Downs lots to the south, and 10,000 sf lots to the west, we are proposing all 40,000 sf+ lots. In addition, we are further proposing a 25’ Tree Preservation Easement be established along all boundaries with adjacent existing homes. We have designed the project to be compatible and in harmony with our adjacent neighbors, comply with the requirements of the R-40 Ordinance, and to be consistent with the city’s Comprehensive Plan. Overall density is 0.65 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. Also, because of proposing fewer than 10 lots, no secondary access point is required, so we are not connecting to Wilkes Dr., 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 \$2.5 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. 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 nine (9) homes, each with an estimated average value upon completion of \$2,750,000, resulting in an overall tax base of over \$25,000,000. At the current tax rate of 2.2221%, the total taxes generated from the development are projected to be \$550,000, with over \$75,000 generated directly for the City at buildout.

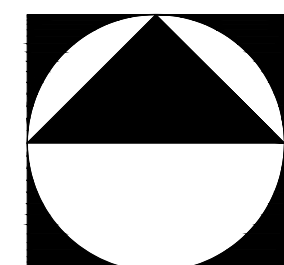
Single Family Residential Lots		9
Residential Lots	70.77%	9.83 ac.
R.O.W.	10.22%	1.42 ac.
Open Space	19.01%	2.64 ac.
Res. Gross Acreage	100.00%	13.89 ac.

Gross Acreage	13.89 ac.
Gross Density (lots / acre)	0.65 lots/AC

Residential Lots	9
Minimum Lot Area	44,432 s.f.
Average Lot Area	47,577 s.f.

1" = 50'

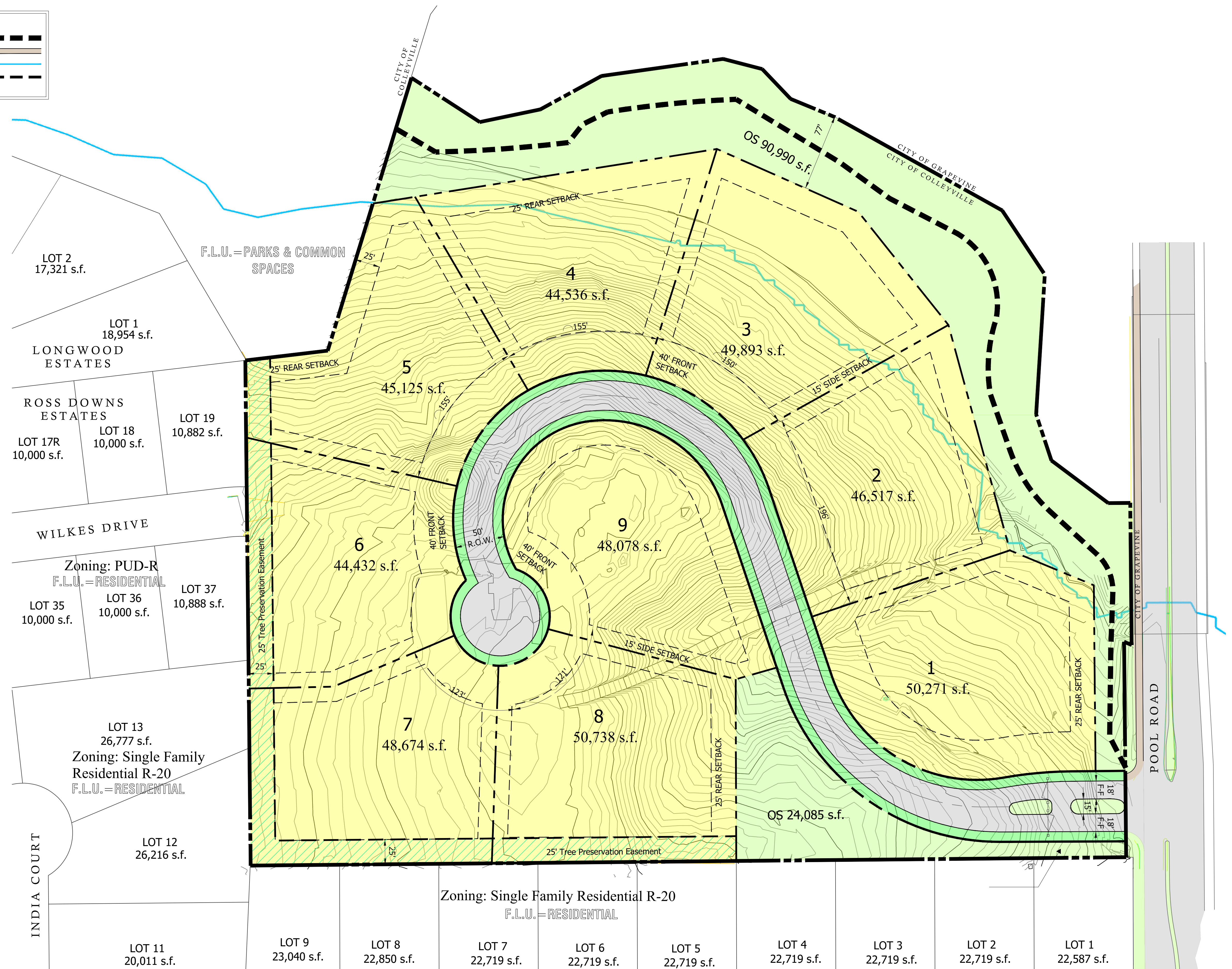
0 50' 100' 200'



Sidewalk Easement
 5' Sidewalk
 Flood Plain
 Tree Preservation Easement

8' Wood Fence	
8' Masonry Wall	
6' Ornamental Iron Fence	

- Front are 40' Typical, except where noted.
- Side Setbacks are 15' Typical.
- Rear Setbacks are 25' Typical, except where noted.



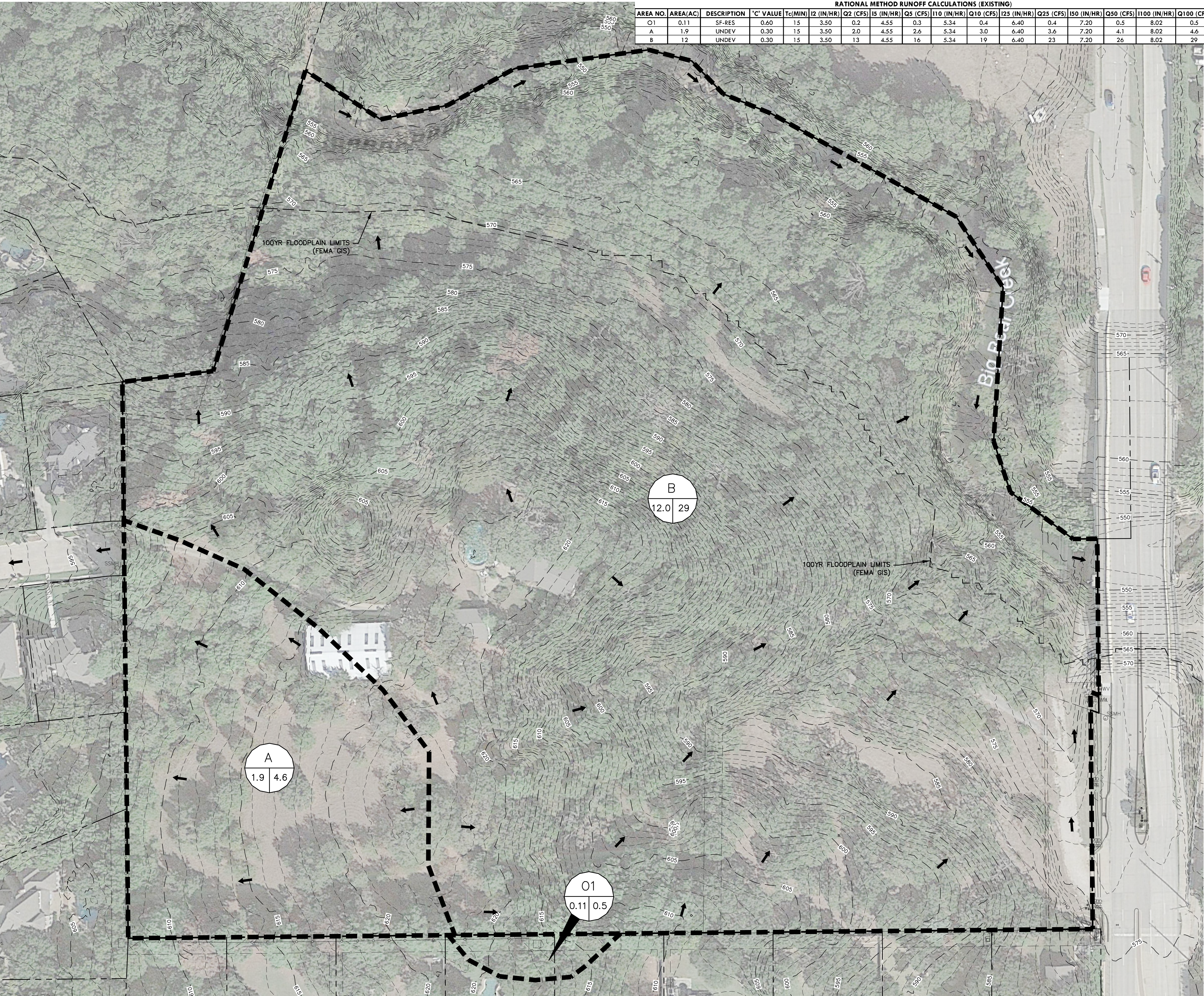
Concept Plan

Zoning: Single Family Residential R-20
F.L.U.=RESIDENTIAL

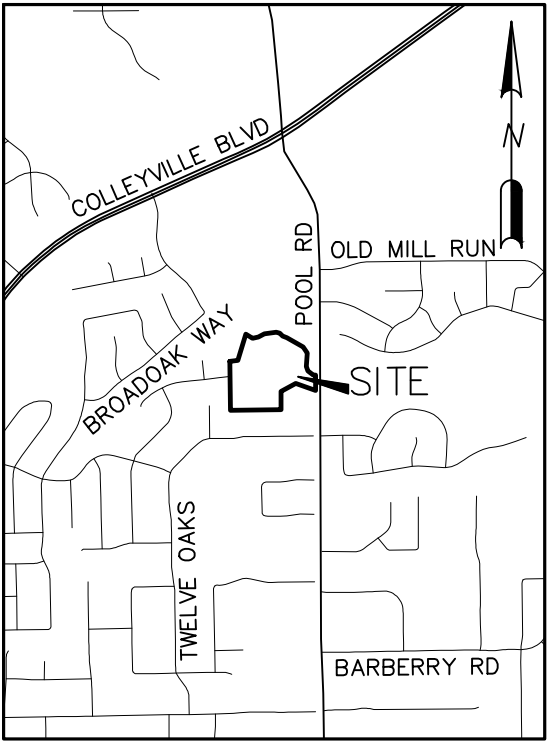
Case ZC24-0XX
Zoning Exhibit for Zoning Change Request From AG to R-40

The Bluffs at Colleyville

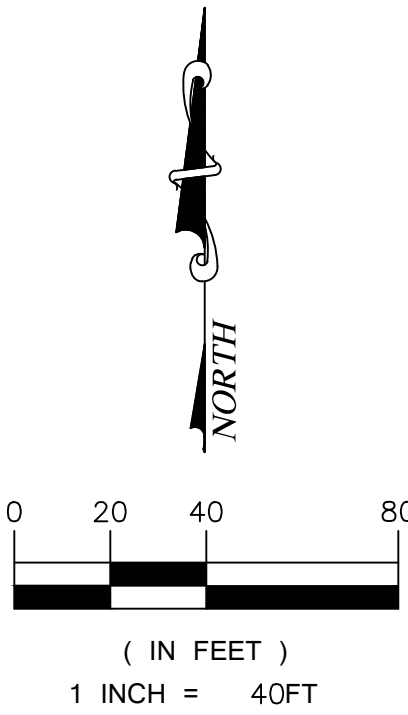
Colleyville, Tarrant County, Texas



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)	
O1	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

1. CRITERIA BASED ON CITY OF COLLEYVILLE ENGINEERING DESIGN STANDARDS.
2. 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 92006
DALLAS, TEXAS 75292
PHONE (817) 233-2727
FAX (817) 233-2728
ENGINEERING REGISTRATION NUMBER E-23299
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
14145 BARBERRY RD
SOUTHDALE, TEXAS 76092
PHONE (817) 617-9105

EXISTING DRAINAGE PLAN
THE BLUFFS AT COLLEYVILLE
14 ACRE PUD-R
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 BROAD OAK ST.
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

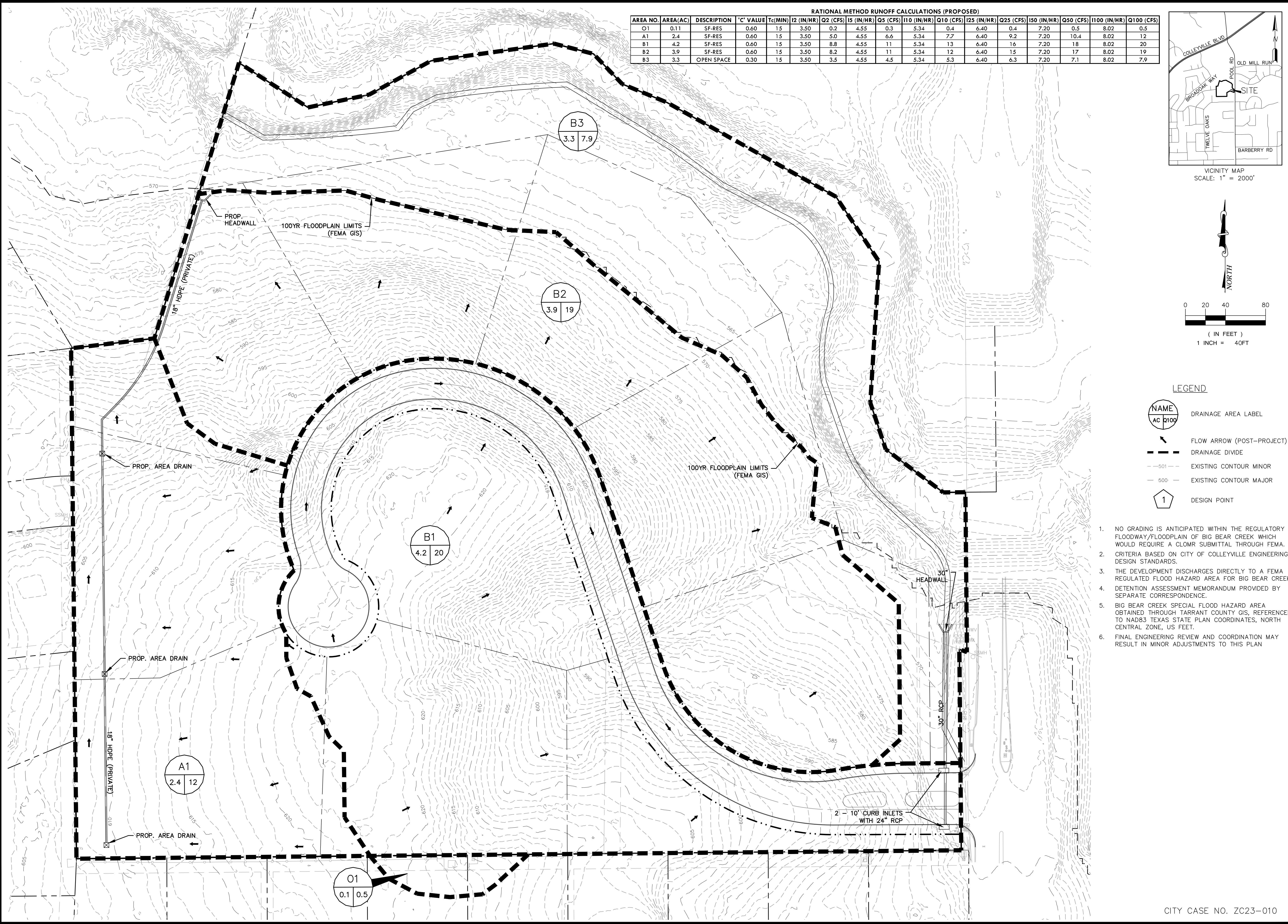
PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes

Engineer: CLAYTON T. REDINGER
P.E. No. 97487 Date: 6/20/2024

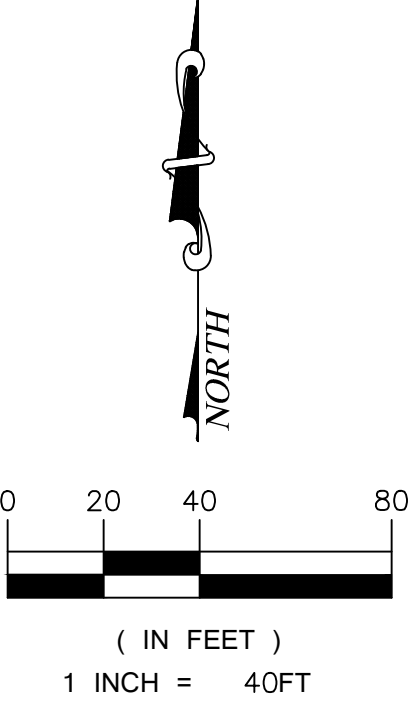
Drawn By: DSM
Reviewed By: CTR
Project: 1013-01

SHEET
1

CITY CASE NO. ZC23-010



RATIONAL METHOD RUNOFF CALCULATIONS (PROPOSED)																
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)
O1	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
A1	2.4	SF-RES	0.60	15	3.50	5.0	4.55	6.6	5.34	7.7	6.40	9.2	7.20	10.4	8.02	12
B1	4.2	SF-RES	0.60	15	3.50	8.8	4.55	11	5.34	13	6.40	16	7.20	18	8.02	20
B2	3.9	SF-RES	0.60	15	3.50	8.2	4.55	11	5.34	12	6.40	15	7.20	17	8.02	19
B3	3.3	OPEN SPACE	0.30	15	3.50	3.5	4.55	4.5	5.34	5.3	6.40	6.3	7.20	7.1	8.02	7.9



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

- NO GRADING IS ANTICIPATED WITHIN THE REGULATORY FLOODWAY/FLOODPLAIN OF BIG BEAR CREEK WHICH WOULD REQUIRE A CLOMR SUBMITTAL THROUGH FEMA.
- CRITERIA BASED ON CITY OF COLLEYVILLE ENGINEERING DESIGN STANDARDS.
- THE DEVELOPMENT DISCHARGES DIRECTLY TO A FEMA REGULATED FLOOD HAZARD AREA FOR BIG BEAR CREEK.
- DETENTION ASSESSMENT MEMORANDUM PROVIDED BY SEPARATE CORRESPONDENCE.
- BIG BEAR CREEK SPECIAL FLOOD HAZARD AREA OBTAINED THROUGH TARRANT COUNTY GIS, REFERENCED TO NAD83 TEXAS STATE PLAN COORDINATES, NORTH CENTRAL ZONE, US FEET.
- FINAL ENGINEERING REVIEW AND COORDINATION MAY RESULT IN MINOR ADJUSTMENTS TO THIS PLAN

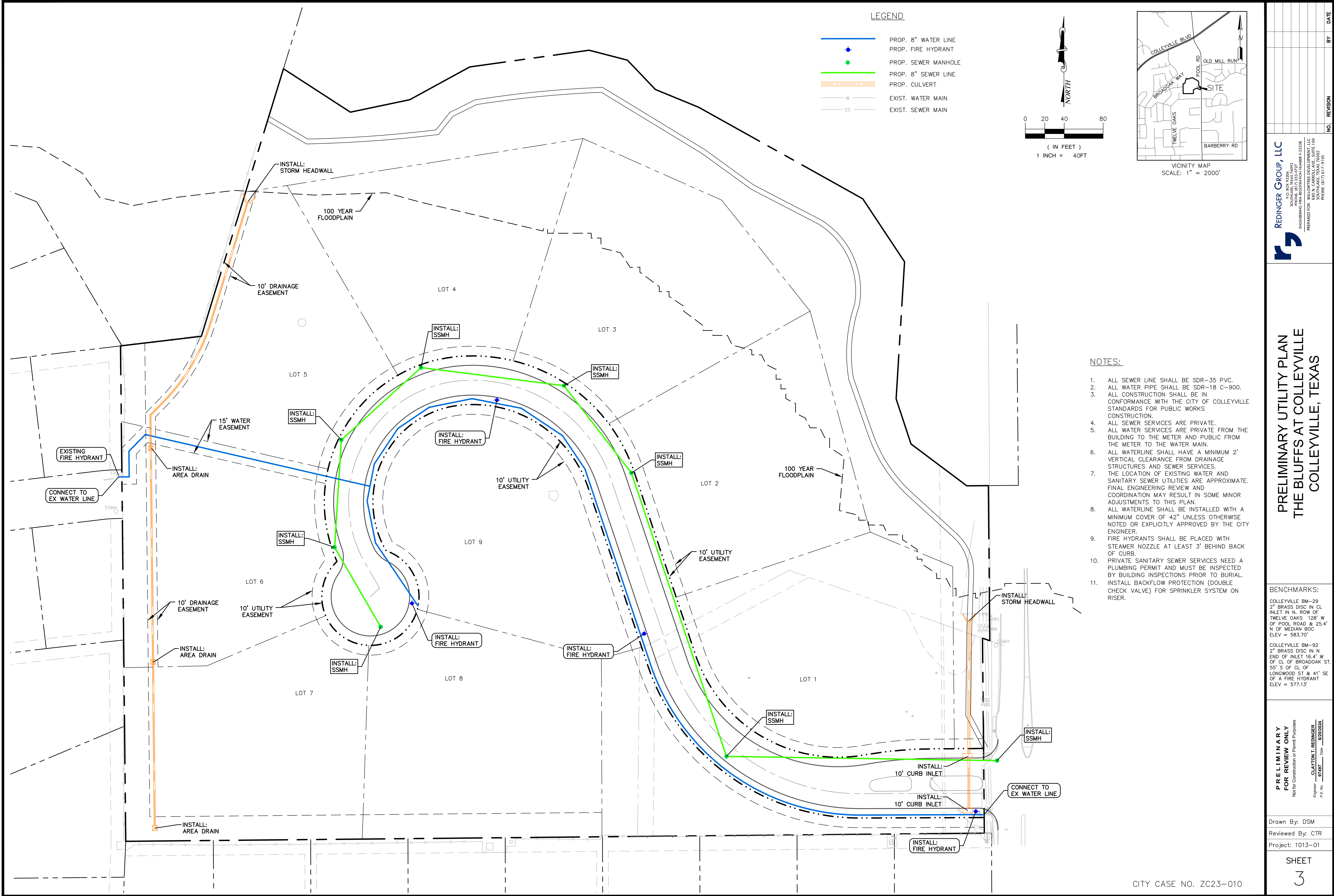
PRELIMINARY GRADING & DRAINAGE PLAN
THE BLUFFS AT COLLEYVILLE
14 ACRE PUD-R
COLLEYVILLE, TEXAS

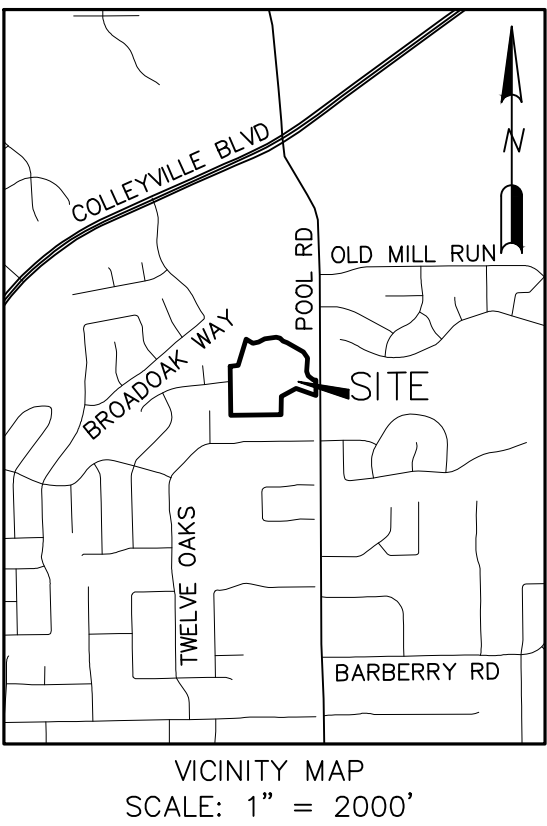
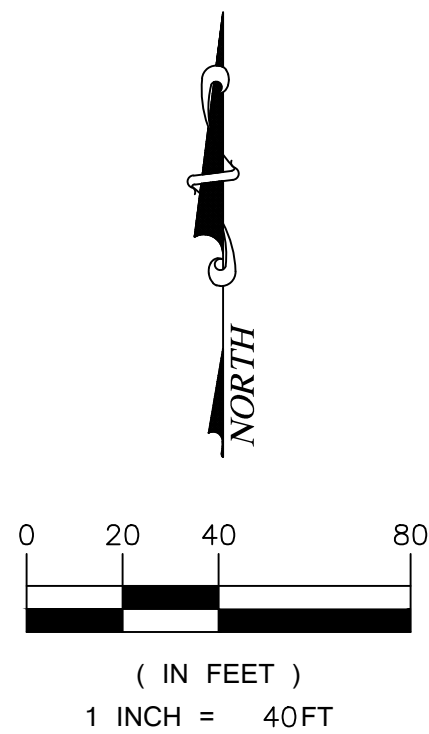
BENCHMARKS:
COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS - 128' W
OF POOL ROAD & 25.4'
N OF MEDIAN BOC
ELEV = 583.70'
COLLEYVILLE BM-92
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55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer: CLAYTON T. REDINGER
P.E. No. 97487 Date: 6/20/2024

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

REDINGER GROUP, LLC
P.O. BOX 92006
DALLAS, TEXAS 75292
PHONE (817) 933-9272
ENGINEERING FIRM REGISTRATION NUMBER F-23289
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
1401 WILLOWTREE DRIVE, SUITE 100
SOUTH PLAKE, TEXAS 76092
PHONE (817) 617-9105





LEGEND

- PROTECTED TREE TO REMAIN
- NON PROTECTED TREE TO REMAIN
- TREE TO BE REMOVED

Tree Preservation Summary (excludes building envelopes)		%	ft ²	Acres
Total Tree Canopy			466,149	10.701
Required Preservation of Tree Canopy		50%	233,075	5.351
Provided Credit for Preservation of Tree Canopy		75%	349,903	8.033
Surplus Preservation of Tree Canopy			116,829	2.682

Site Canopy Summary		%	ft ²	Acres
Project/Lot(s) Area			605,426	13.899
Building Envelope Area (primary structures only)			0	
Required Site Canopy (excludes building envelope)		50%	302,713	
Provided Credit for Tree Preservation			349,903	
Additional Tree Planting Required (site canopy ONLY)			0	

Tree Species Summary											
Common name or species	Trees (Qty)	Trees to Preserve	Trees to Remove	D111 Inches to Preserve	D111 Inches to Remove	D111 Inches to Preserve	D111 Inches to Remove	Tree Canopy (ft ²)	Canopy to Preserve (ft ²)	Canopy to Remove (ft ²)	Heritage Mitigation (ft ²)
AMERICAN ELM	54	46	8	543	466	77	15,388	16,565	2,823	0	0
GALLERY PEAR	1	1	0	7	7	0	154	154	0	0	0
CECROBIA	4	4	0	44	44	0	1,596	1,596	0	0	0
EASTERN REDCEDAR	18	11	7	276	177	99	13,853	9,214	6,439	0	0
ELM	50	50	0	607	607	0	28,875	28,875	0	3	0
LIVE OAK	1	0	1	9	0	9	254	0	254	0	0
LOROUX PINE	90	78	12	1,365	1,345	220	94,983	81,360	13,823	8	14,335
OLIVE	51	51	0	719	719	0	37,286	37,286	0	20	0
PLUM	1	1	0	6	6	0	113	113	0	0	0
POST OAK	428	275	153	5,693	3,671	2,022	279,947	173,440	106,507	159	880,702
Total	698	518	180	9,467	7,942	2,425	466,149	349,903	116,246	384	134,935

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

URBAN FORESTRY PLAN
THE BLUFFS AT COLLEYVILLE
R-40 ZONING REQUEST
COLLEYVILLE, TEXAS

BENCHMARKS:
COLLEYVILLE BM-29
2" BRASS DISC IN CL
INLET IN N. ROW OF
TWELVE OAKS 128' W
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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: 6/19/2024

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

SHEET

1

REDINGER GROUP, LLC
P.O. BOX 93206
DALLAS, TEXAS 75293
PHONE: (817) 933-9277
FAX: (817) 933-9278
ENGINEERING REGISTRATION NUMBER: F-23399
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
1013-01
SOUTHLAKE, TEXAS 76092
PHONE: (817) 617-9105

REDINGER GROUP PROJECT No. 1013-01 - URBAN FORESTRY PLAN FOR THE BLUFFS AT COLLEYVILLE - COLLEYVILLE, TEXAS

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2101	OAK	28	2,463	PRES	HERITAGE				
2102	ELM	8	201	PRES					
2103	OAK	16	804	PRES	HERITAGE				
2104	ELM	26	2,124	PRES	HERITAGE				
2105	OAK	9	254	PRES					
2106	OAK	13	531	PRES					
2107	OAK	17	908	PRES	HERITAGE				
2108	ELM	8	201	PRES					
2109	ELM	8	201	PRES					
2110	OAK	14	616	PRES					
2111	ELM	15	707	PRES					
2112	ELM	23	1,662	PRES					
2113	OAK	14	616	PRES					
2114	ELM	16	804	PRES					
2115	ELM	10	314	PRES					
2116	ELM	13	531	PRES					
2117	ELM	12	452	PRES					
2118	CEDAR	7	154	PRES		NON-P			
2119	ELM	9	254	PRES					
2120	OAK	10	314	PRES					
2121	OAK	7	154	PRES					
2122	ELM	11	380	PRES					
2123	ELM	7	154	PRES					
2124	OAK	8	201	PRES					
2125	ELM	10	314	PRES					
2126	OAK	17	908	PRES	HERITAGE				
2127	OAK	17	908	PRES	HERITAGE				
2128	ELM	7	154	PRES					
2129	ELM	8	201	PRES					
2130	HACKBERRY	11	380	PRES		NON-P			
2131	HACKBERRY	12	452	PRES		NON-P			
2132	ELM	8	201	PRES					
2133	OAK	14	616	PRES					
2134	OAK	11	380	PRES					
2135	ELM	14	616	PRES					
2136	OAK	18	1,018	PRES	HERITAGE				
2137	ELM	11	380	PRES					
2138	OAK	10	314	PRES					
2139	OAK	12	452	PRES					
2140	OAK	13	531	PRES					
2141	OAK	6	113	PRES					
2142	ELM	10	314	PRES					
2143	ELM	25	1,963	PRES	HERITAGE				
2144	OAK	8	201	PRES					
2145	OAK	10	314	PRES					
2146	ELM	21	1,385	PRES					
2147	OAK	9	254	PRES					
2148	OAK	6	113	PRES					
2149	ELM	17	908	PRES					
2150	ELM	12	452	PRES					
2151	ELM	9	254	PRES					
2152	ELM	23	1,662	PRES					
2153	ELM	17	908	PRES					
2154	ELM	9	254	PRES					
2155	OAK	10	314	PRES					
2156	ELM	8	201	PRES					
2157	OAK	9	254	PRES					
2158	OAK	10	314	PRES					
2159	OAK	16	804	PRES	HERITAGE				
2160	OAK	13	531	PRES					
2161	OAK	10	314	PRES					
2162	OAK	6	113	PRES					
2163	ELM	6	113	PRES					
2164	OAK	24	1,810	PRES	HERITAGE				
2165	ELM	6	113	PRES					
2166	OAK	19	1,134	PRES	HERITAGE				
2167	OAK	19	1,134	PRES	HERITAGE				
2168	ELM	7	154	PRES					
2169	ELM	11	380	PRES					
2170	ELM	11	380	PRES					
2171	OAK	17	908	PRES	HERITAGE				
2172	ELM	8	201	PRES					
2173	OAK	18	1,018	PRES	HERITAGE				
2174	OAK	18	1,018	PRES	HERITAGE				
2175	OAK	12	452	PRES					
2176	OAK	14	616	PRES					
2177	OAK	20	1,257	PRES	HERITAGE				
2178	ELM	7	154	PRES					
2180	ELM	9	254	PRES					
2196	ELM	10	314	PRES					
2198	ELM	8	201	PRES					
2199	ELM	11	380	PRES					
2201	ELM	8	201	PRES					
2549	LOBLOLLY PINE	23	1,662	PRES					
2558	POST OAK	13	531	PRES					
2559	POST OAK	20	1,257	PRES	HERITAGE				
2560	POST OAK	6	113	PRES					
2561	POST OAK	22	1,521	REM	HERITAGE		MITIGATE		
2562	POST OAK	15	707	PRES	HERITAGE				
2563	POST OAK	9	254	REM					
2564	POST OAK	17	908	PRES	HERITAGE				
2565	POST OAK	17	908	PRES	HERITAGE				
2566	LOBLOLLY PINE	8	201	PRES					
2567	LOBLOLLY PINE	18	1,018	PRES					
2568	LOBLOLLY PINE	18	1,018	PRES					
2569	POST OAK	20	1,257	PRES	HERITAGE				
2581	POST OAK	8	201	REM					
2582	POST OAK	12	452	PRES					
2583	EASTERN REDCEDAR	19	1,134	PRES					
2584	LOBLOLLY PINE	8	201	PRES					
2585	AMERICAN ELM	10	314	PRES					
2586	POST OAK	15	707	PRES	HERITAGE				
2588	LOBLOLLY PINE	7	154	PRES					
2591	POST OAK	11	380	PRES					
2592	POST OAK	11	380	PRES					
2593	POST OAK	7	154	PRES					
2594	POST OAK	25	1,963	PRES	HERITAGE				
2595	POST OAK	20	1,257	PRES	HERITAGE				
2596	LOBLOLLY PINE	23	1,521	PRES					
2597	LOBLOLLY PINE	8	201	PRES					
2598	LOBLOLLY PINE	7	154	PRES					
2599	LOBLOLLY PINE	22	1,521	PRES					
2600	POST OAK	8	201	PRES					
2604	POST OAK	16	804	REM	HERITAGE		MITIGATE		
2605	POST OAK	22	1,521	PRES	HERITAGE				
2606	AMERICAN ELM	10	314	PRES					
2607	EASTERN REDCEDAR	9	254	REM		NON-P			
2608	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
2610	POST OAK	17	908	REM	HERITAGE		MITIGATE		
2613	POST OAK	14	616	REM					
2615	AMERICAN ELM	16	804	REM					
2618	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
2619	POST OAK	16	804	REM	HERITAGE		MITIGATE		

Tree #	Common name or species	*DBH (in)	Canopy Area (ft ²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2622	POST OAK	28	2,463	PRES	HERITAGE				
2625	POST OAK	24	1,810	REM	HERITAGE		MITIGATE		
2626	AMERICAN ELM	6	113	REM					
2627	POST OAK	25	1,963	PRES	HERITAGE				
2628	POST OAK	27	2,290	REM	HERITAGE		MITIGATE		
2629	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
2630	HACKBERRY	7	154	PRES		NON-P			
2631	HACKBERRY	12	452	PRES		NON-P			
2633	POST OAK	25	1,963	PRES	HERITAGE				
2636	POST OAK	7	154	PRES					
2637	HACKBERRY	28	2,463	PRES		NON-P			
2638	POST OAK	17	908	PRES	HERITAGE				
2639	HACKBERRY	18	1,018	REM		NON-P			
2640	HACKBERRY	9	254	REM		NON-P			
2641	POST OAK	22	1,521	REM	HERITAGE		MITIGATE		
2643	POST OAK	13	531	REM					
2645	POST OAK	6	113	REM					
2646	EASTERN REDCEDAR	13	531	REM					
2648	POST OAK	25	1,963	REM	HERITAGE		MITIGATE		
2649	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
2650	POST OAK	6	113	REM					
2651	POST OAK	9	254	REM					
2655	LOBLOLLY PINE	25	1,963	PRES	HERITAGE				
2657	LOBLOLLY PINE	11	380	PRES					
2658	LOBLOLLY PINE	22	1,521	PRES					
2659	LOBLOLLY PINE	8	201	PRES					
2661	LOBLOLLY PINE	15	707	PRES					
2663	LOBLOLLY PINE	25	1,963	PRES	HERITAGE				
2664	LOBLOLLY PINE	24	1,810	PRES					
2665	LOBLOLLY PINE	10	314	PRES					
2666	LOBLOLLY PINE	8	201	PRES					
2668	POST OAK	10	314	PRES					
2669	POST OAK	10	314	PRES					
2670	POST OAK	14	616	PRES					
2671	LOBLOLLY PINE	9	254	PRES					
2672	POST OAK	16	804	PRES	HERITAGE				
2673	POST OAK	11	380	PRES					
2674	POST OAK	12	452	PRES					
2675	AMERICAN ELM	9	254	PRES					
2676	LOBLOLLY PINE	10	314	PRES					
2677	AMERICAN ELM	7	154	REM					
2678	LOBLOLLY PINE	11	380	PRES					
2680	POST OAK	6	113	PRES					
2681	POST OAK	6	113	PRES					
2682	POST OAK	9	254	PRES					
2683	POST OAK	11	380	PRES					
2684	POST OAK	10	314	PRES					
2685	POST OAK	7	154	PRES					
2686	POST OAK	8	201	PRES					
2687	POST OAK	9	254	PRES					
2688	EASTERN REDCEDAR	8	201	PRES		NON-P			
2689	POST OAK	21	1,385	PRES	HERITAGE				
2690	POST OAK	18	1,018	PRES	HERITAGE				
2691	AMERICAN ELM	6	113	PRES					
2692	AMERICAN ELM	9	254	PRES					
2693	POST OAK	10	314	PRES					
2695	EASTERN REDCEDAR	16	804	REM					
2696	EASTERN REDCEDAR	8	201	REM		NON-P			
2697	AMERICAN ELM	10	314	PRES					
2698	POST OAK	15	707	PRES	HERITAGE				
2700	POST OAK	17	908	PRES	HERITAGE				
2701	HACKBERRY	6	113	PRES		NON-P			
2702	PLUM	6	113	PRES					
2703	OSAGE ORANGE	8	201	PRES		NON-P			
2704	EASTERN REDCEDAR	10	314	PRES		NON-P			
2705	POST OAK	10	314	PRES					
2707	POST OAK	23	1,662	PRES	HERITAGE				
2708	POST OAK	8	201	PRES					
2709	POST OAK	7	154	REM					
2710	POST OAK	13	531	PRES					
2711	POST OAK	15	707	REM	HERITAGE		MITIGATE		
2712	POST OAK	7	154	REM					
2713	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
2716	OSAGE ORANGE	6	113	PRES		NON-P			
2717	POST OAK	7	154	PRES					
2718	POST OAK	10	314	PRES					
2719	POST OAK	8	201	REM					
2720	POST OAK	12	452	REM					
2721	EASTERN REDCEDAR	7	154	PRES		NON-P			
2722	OSAGE ORANGE	13	531	PRES		NON-P			
2723	EASTERN REDCEDAR	7	154	PRES		NON-P			
2725	POST OAK	8	201	PRES					
2726	POST OAK	20	1,257	PRES	HERITAGE				
2727	POST OAK	6	113	PRES					
2732	OSAGE ORANGE	6	113	PRES		NON-P			
2734	EASTERN REDCEDAR	8	201	PRES		NON-P			
2735	EASTERN REDCEDAR	8	201	PRES		NON-P			
2736	POST OAK	6	113	PRES					
2737	POST OAK	15	707	PRES					
2738	EASTERN REDCEDAR	16	804	PRES					
2739	EASTERN REDCEDAR	15	707	PRES					
2742	EASTERN REDCEDAR	13	531	PRES					
2743	POST OAK	10	314	PRES					
2744	POST OAK	9	254	PRES					
2745	POST OAK	7	154	PRES					
2747	AMERICAN ELM	17	908	PRES					
2749	AMERICAN ELM	10	314	PRES					
2750	AMERICAN ELM	22	1,521	PRES					
2751	POST OAK	6	113	PRES					
2753	LOBLOLLY PINE	11	380	PRES					
2754	LOBLOLLY PINE	26	2,124	PRES	HERITAGE				
2755	POST OAK	7	154	PRES					
2756	POST OAK	13	531	PRES					
2757	POST OAK	6	113	PRES					
2758	POST OAK	7	154	PRES					
2759	POST OAK	7	154	PRES					
2760	POST OAK	7	154	PRES					
2762	POST OAK	13	531	PRES					
2764	HACKBERRY	8	201	PRES		NON-P			
2765	HACKBERRY	12	452	PRES		NON-P			
2766	POST OAK	7	154	PRES					
2767	POST OAK	10	314	PRES					
2769	HACKBERRY	10	314	PRES		NON-P			
2770	EASTERN REDCEDAR	7	154	PRES		NON-P			
2773	AMERICAN ELM	7	154	PRES					
2775	EASTERN REDCEDAR	9	254	PRES		NON-P			
2776	POST OAK	6	113	PRES					
2777	AMERICAN ELM	17	908	PRES					
2778	EASTERN REDCEDAR	6	113	PRES		NON-P			
2779	AMERICAN ELM	7	154	PRES					
2780	AMERICAN ELM	14	616	PRES					
2781	OSAGE ORANGE	13	531	PRES		NON-P			
2782	OSAGE ORANGE	9	254	PRES		NON-P			

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
2973	LOBLOLLY PINE	17	908	PRES					
2975	LOBLOLLY PINE	14	616	PRES					
2976	EASTERN REDCEDAR	7	154	PRES		NON-P			
2977	LOBLOLLY PINE	15	707	PRES					
2978	LOBLOLLY PINE	20	1,257	PRES					
2980	LOBLOLLY PINE	24	1,810	PRES					
2982	LOBLOLLY PINE	27	2,290	PRES	HERITAGE				
2983	LOBLOLLY PINE	7	154	PRES					
2984	AMERICAN ELM	7	154	PRES					
2985	POST OAK	10	314	PRES					
2986	POST OAK	11	380	PRES					
2987	AMERICAN ELM	7	154	PRES					
2988	LOBLOLLY PINE	30	2,827	REM	HERITAGE		MITIGATE		
2989	LOBLOLLY PINE	12	452	REM					
2990	POST OAK	6	113	REM					
2991	LOBLOLLY PINE	19	1,134	REM					
2993	LOBLOLLY PINE	24	1,810	REM					
2994	LOBLOLLY PINE	16	804	PRES					
2995	POST OAK	13	531	PRES					
2996	EASTERN REDCEDAR	8	201	PRES		NON-P			
2997	POST OAK	26	2,124	PRES	HERITAGE				
2998	POST OAK	21	1,385	PRES	HERITAGE				
2999	EASTERN REDCEDAR	6	113	PRES		NON-P			
3000	EASTERN REDCEDAR	7	154	PRES		NON-P			
5378	ELM	7	154	PRES					
5379	CEDAR	8	201	PRES		NON-P			
5380	ELM	17	908	PRES					
5381	ELM	18	1,018	PRES					
5382	OAK	16	804	PRES					
5383	ELM	7	154	PRES					
5384	OAK	7	154	PRES					
5385	CEDAR	6	113	PRES		NON-P			
5386	OAK	16	804	PRES	HERITAGE				
5387	OAK	16	804	PRES	HERITAGE				
5388	OAK	15	707	PRES	HERITAGE				
5390	ELM	12	452	PRES					
5391	ELM	30	2,827	PRES	HERITAGE				
5392	ELM	7	154	PRES					
5393	ELM	24	1,810	PRES					
5394	OAK	24	1,810	PRES	HERITAGE				
5395	OAK	36	4,072	PRES	HERITAGE				
5396	OAK	16	804	PRES					
5397	OAK	20	1,257	PRES	HERITAGE				
5398	OAK	13	531	PRES					
5399	OAK	12	452	PRES					
5400	ELM	8	201	PRES					
6101	HACKBERRY	6	113	REM		NON-P			
6102	POST OAK	11	380	PRES					
6103	CEDAR ELM	7	154	PRES					
6104	POST OAK	12	452	PRES					
6105	POST OAK	18	1,018	PRES	HERITAGE				
6106	POST OAK	11	380	PRES					
6107	POST OAK	14	616	REM					
6108	POST OAK	16	804	PRES	HERITAGE				
6109	POST OAK	9	254	PRES					
6110	POST OAK	18	1,018	PRES	HERITAGE				
6111	POST OAK	8	201	REM					
6112	POST OAK	16	804	REM	HERITAGE		MITIGATE		
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		MITIGATE		
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		MITIGATE		
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	EASTERN REDCEDAR	13	531	REM					
6131	POST OAK	11	380	REM					
6132	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6133	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6134	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
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		MITIGATE		
6139	POST OAK	12	452	REM					
6140	POST OAK	14	616	REM					
6141	CEDAR ELM	13	531	PRES					
6142	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6143	POST OAK	13	531	PRES					
6144	POST OAK	12	452	PRES					
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	PRES					
6167	POST OAK	7	154	PRES					
6168	POST OAK	13	531	PRES					
6169	AMERICAN ELM	10	314	PRES					
6170	POST OAK	12	452	PRES					
6171	POST OAK	12	452	PRES					
6172	POST OAK	12	452	REM					
6173	POST OAK	14	616	REM					
6174	POST OAK	14	616	REM					
6175	POST OAK	8	201	REM					
6176	POST OAK	16	804	REM	HERITAGE		MITIGATE		
6177	POST OAK	15	707	REM	HERITAGE		MITIGATE		

Tree #	Common name or species	*DBH (in)	Canopy Area (ft²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
6178	POST OAK	17	908	REM	HERITAGE		MITIGATE		
6179	LOBLOLLYPINE	8	201	PRES					
6180	POST OAK	10	314	REM					
6181	POST OAK	11	380	REM					
6182	POST OAK	16	804	REM	HERITAGE		MITIGATE		
6183	POST OAK	9	254	PRES					
6184	POST OAK	19	1,134	PRES	HERITAGE				
6187	POST OAK	11	380	REM					
6188	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
6189	POST OAK	14	616	REM					
6190	POST OAK	10	314	REM					
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	PRES					
6288	POST OAK	17	908	PRES	HERITAGE				
6289	POST OAK	13	531	PRES					
6290	POST OAK	12	452	PRES					
6291	POST OAK	14	616	REM					
6292	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6293	POST OAK	8	201	REM					
6294	POST OAK	18	1,018	REM	HERITAGE		MITIGATE		
6295	POST OAK	14	616	REM					
6296	POST OAK	19	1,134	REM	HERITAGE		MITIGATE		
6297	POST OAK	13	531	REM					
6298	POST OAK	15	707	REM	HERITAGE		MITIGATE		
6299	POST OAK	8	201	REM					
6300	POST 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	19	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				
8002	POST OAK	16	804	PRES	HERITAGE				
8005	POST OAK	16	804	REM	HERITAGE		MITIGATE		
8006	AMERICAN ELM	9	254	PRES					
8007	POST OAK	13	531	PRES					
8011	POST OAK	11	380	REM					
8014	POST OAK	20	1,257	PRES	HERITAGE				
8016	POST OAK	24	1,810	PRES	HERITAGE				
8017	EASTERN REDCEDAR	8	201	PRES		NON-P			
8018	LOBLOLLYPINE	24	1,810	PRES					
8022	LOBLOLLYPINE	25	1,963	PRES	HERITAGE				
8023	LOBLOLLYPINE	14	616	PRES					
8024	LOBLOLLYPINE	22	1,521	PRES					
8026	POST OAK	20	1,257	PRES	HERITAGE				
8027	AMERICAN ELM	12	452	PRES					
8028	LOBLOLLYPINE	16	804	PRES					
8029	LOBLOLLYPINE	18	1,018	PRES					
8031	LOBLOLLYPINE	23	1,662	PRES					
8034	EASTERN REDCEDAR	8	201	PRES		NON-P			
8035	POST OAK	20	1,257	PRES	HERITAGE				
8036	POST OAK	18	1,018	PRES	HERITAGE				
8038	POST OAK	18	1,018	PRES	HERITAGE				
8039	POST OAK	13	531	PRES					
8040	POST OAK	14	616	REM					
8041	POST OAK	10	314	REM					
8042	POST OAK	8	201	REM					
8043	POST OAK	11	380	REM					
8047	POST OAK	9	254	REM					
8048	POST OAK	11	380	REM					
8051	POST OAK	9	254	REM					
8052	POST OAK	17	908	REM					
8053	POST OAK	14	616	REM					
8054	POST OAK	15	804	REM	HERITAGE		MITIGATE		
8055	POST OAK	14	616	REM					
8057	POST OAK	14	616	REM					
8059	POST OAK	17	908	REM	HERITAGE		MITIGATE		
8062	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8065	POST OAK	20	1,257	REM	HERITAGE		MITIGATE		
8068	POST OAK	21	1,385	REM	HERITAGE		MITIGATE		
8071	LOBLOLLYPINE	23	1,662	PRES					
8072	EASTERN REDCEDAR	12	452	PRES		NON-P			
8074	LOBLOLLYPINE	22	1,521	PRES					
8077	POST OAK	17	908	PRES	HERITAGE				
8078	POST OAK	10	314	PRES					
8082	POST OAK	20	1,257	PRES	HERITAGE				
8084	EASTERN REDCEDAR	13	531	PRES					
8087	EASTERN REDCEDAR	11	380	PRES		NON-P			
8088	POST OAK	15	707	PRES	HERITAGE				
8089	EASTERN REDCEDAR	6	113	PRES		NON-P			
8090	POST OAK	15	707	REM	HERITAGE		MITIGATE		
8092	EASTERN REDCEDAR	7	154	REM		NON-P			
8093	POST OAK	24	1,810	PRES	HERITAGE				
8094	LOBLOLLYPINE	15	707	PRES					
8095	LOBLOLLYPINE	14	616	PRES					
8096	LOBLOLLYPINE	24	1,810	PRES					
8098	EASTERN REDCEDAR	8	201	PRES		NON-P			
8099	EASTERN REDCEDAR	7	154	PRES		NON-P			
8100	POST OAK	20	1,257	PRES	HERITAGE				
8101	AMERICAN ELM	13	531	PRES					
8201	POST OAK	6	113	PRES					
8202	EASTERN REDCEDAR	10	314	PRES		NON-P			
8206	AMERICAN ELM	12	452	PRES					
8207	POST OAK	10	314	PRES					
8208	AMERICAN ELM	15	707	PRES					
8209	EASTERN REDCEDAR	6	113	PRES		NON-P			
8210	EASTERN REDCEDAR	10	314	PRES		NON-P			
8213	AMERICAN ELM	15	707	PRES					
8217	POST OAK	10	314	PRES					
8218	POST OAK	10	314	PRES					
8219	POST OAK	9	254	PRES					
8220	POST OAK	9	254	PRES					
8221	AMERICAN ELM	7	154	PRES					
8223	POST OAK	6	113	PRES					
8224	POST OAK	6	113	PRES					
8225	POST OAK	18	1,018	PRES	HERITAGE				
8226	POST OAK	6	113	PRES					
8227	AMERICAN ELM	6	113	PRES					
8228	POST OAK	12	452	PRES					
8233	POST OAK	12	452	PRES					
8234	POST OAK	6	113	PRES					
8235	POST OAK	9	254	PRES					



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, July 8, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, August 6, 2024 & Tuesday, August 20, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Rezoning from AG Agricultural and RE Single Family 'Estate' Residential district to R-40 Single Family Residential for Tract 1B1, 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 ZC24-014. The request is for a 9-lot single-family residential subdivision.

Zoning Case: ZC24-014

Applicant: Curtis Young

Owner: Unique Fortune LLC & Stacey Taylor

Location: 2417 Wilkes Dr and 6900 Pool Road

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

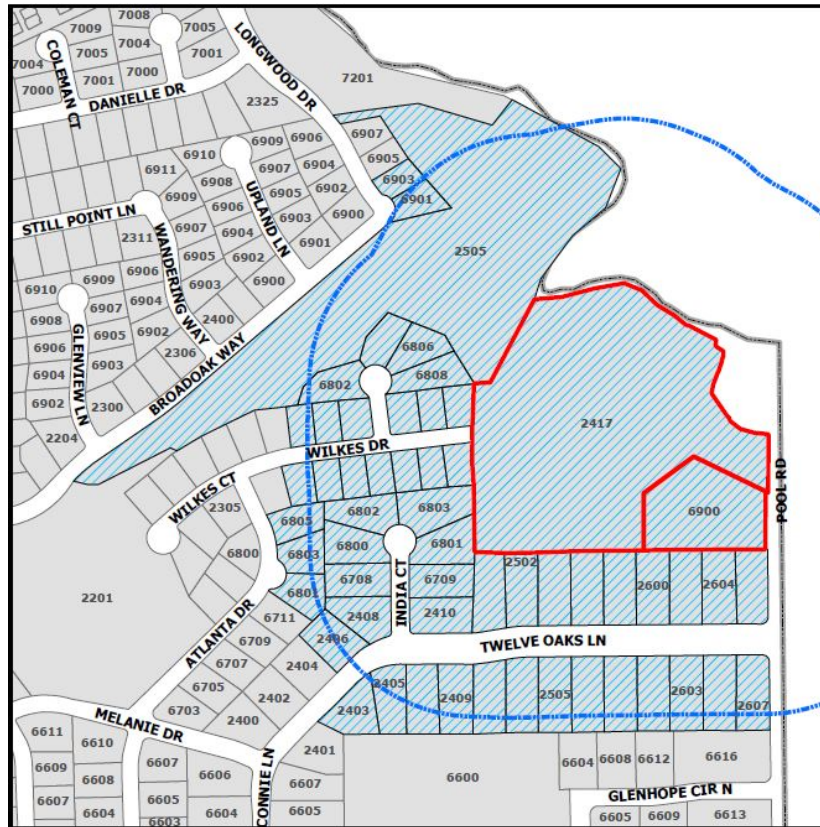
Present Zoning: AG Agricultural and RE Single Family 'Estate' Residential district

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

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

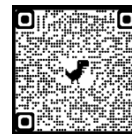
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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 817.503.1050. Please reference the zoning case number when requesting information.

Kris Potts

Kris Potts
Planner – Urban Forester

Owner Name	Situs Address
JORDAN, HENRY	2505 TWELVE OAKS LN
ROBERTSON, BARRY E	2415 WILKES DR
JOHANNESSEN, CAROL J	2507 TWELVE OAKS LN
DRIES ERIK	2503 TWELVE OAKS LN
WEIR, RICKY G	2405 TWELVE OAKS LN
NEAL, RONALD	2501 TWELVE OAKS LN
AGUIRRE, JASON	2402 WILKES DR
BURKE, MICHELLE E	2406 WILKES DR
PADILLA, MARCO A	6901 LONGWOOD DR
HEARN, ELIZABETH	2409 WILKES DR
COWGILL, JARED	2600 TWELVE OAKS LN
CAMPBELL, CYNTHIA KAY	2410 WILKES DR
TRIMBLE, DENNIS	6803 INDIA CT
TICHACEK, PAUL V	2403 TWELVE OAKS LN
ORLER, JOHN J	2408 TWELVE OAKS LN
PORTER, WILLIAM G	2506 TWELVE OAKS LN
ALVARADO, ALEX	2407 TWELVE OAKS LN
LAVAS, TIMOTHY J	2405 WILKES DR
BRADY, PATRICK	2406 TWELVE OAKS LN
VANZANT, JEFFERY	2412 WILKES DR
WATERWORTH FAMILY REVOCABLE TRU	6808 ROCKBROOK CT
KIRKPATRICK, D A	2403 WILKES DR
SCHAEFER, JOHN W	6803 ATLANTA DR
ROBINSON, DANIEL	6802 INDIA CT
BRYANT, LYNN W	2605 TWELVE OAKS LN
STEWART, BRIAN	2502 TWELVE OAKS LN
HEMINGER, VICTORIA	6804 ROCKBROOK CT
COOK, PAUL	2411 WILKES DR
GASKA, ANDREW PETER	6801 INDIA CT
FARRELL, MICHAEL T	2504 TWELVE OAKS LN
WASSON, STEVEN W	2413 WILKES DR
UNIQUE FORTUNE LLC	2417 WILKES DR
MCKENNEY, ROSS S	2607 TWELVE OAKS LN
ANDERSON, CHARLES	2414 WILKES DR
ACTKINSON, K TRS	2500 TWELVE OAKS LN
CHAWNER, JOHN	2601 TWELVE OAKS LN
ABSHIRE, RICHARD	2606 TWELVE OAKS LN
DAULERIO FAMILY REVOCABLE TRUST	2603 TWELVE OAKS LN
EGAN FAMILY TRUST	2410 TWELVE OAKS LN
DELUCA, SALVATORE	2404 WILKES DR
TAYLOR, STACEY	6900 POOL RD
REED, CLAY P	6806 ROCKBROOK CT
MOHAWK LIVING TRUST	6800 INDIA CT
COSAND, JEFFREY W	2604 TWELVE OAKS LN
NORRIS, MICHAEL	2602 TWELVE OAKS LN
RICHARD, RANDALL M	6709 INDIA CT
MILLER, ROBERT	2407 WILKES DR
MARTINEZ, STEFANIE	2508 TWELVE OAKS LN
THOMPSON, TERESEA	2409 TWELVE OAKS LN
HOWARD FAMILY REVOCABLE LIVING	2509 TWELVE OAKS LN
ROBERT G ZEBIAN & RITA MARIE ZE	6708 INDIA CT
WARD, SALLY	6801 ATLANTA DR
STONE, BRYCE	6802 ROCKBROOK CT
MOORE, ERIC M	6805 ATLANTA DR
BLAXTON, MATHEW	6903 LONGWOOD DR
ROSS DOWNS ESTATES	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
YOUNG, CURTIS	APPLICANT



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, July 8, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, August 6, 2024 & Tuesday, August 20, 2024 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Rezoning from AG Agricultural and RE Single Family 'Estate' Residential district to R-40 Single Family Residential for Tract 1B1, 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 ZC24-014. The request is for a 9-lot single-family residential subdivision.

Zoning Case: ZC24-014

Applicant: Curtis Young

Owner: Unique Fortune LLC & Stacey Taylor

Location: 2417 Wilkes Dr and 6900 Pool Road

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

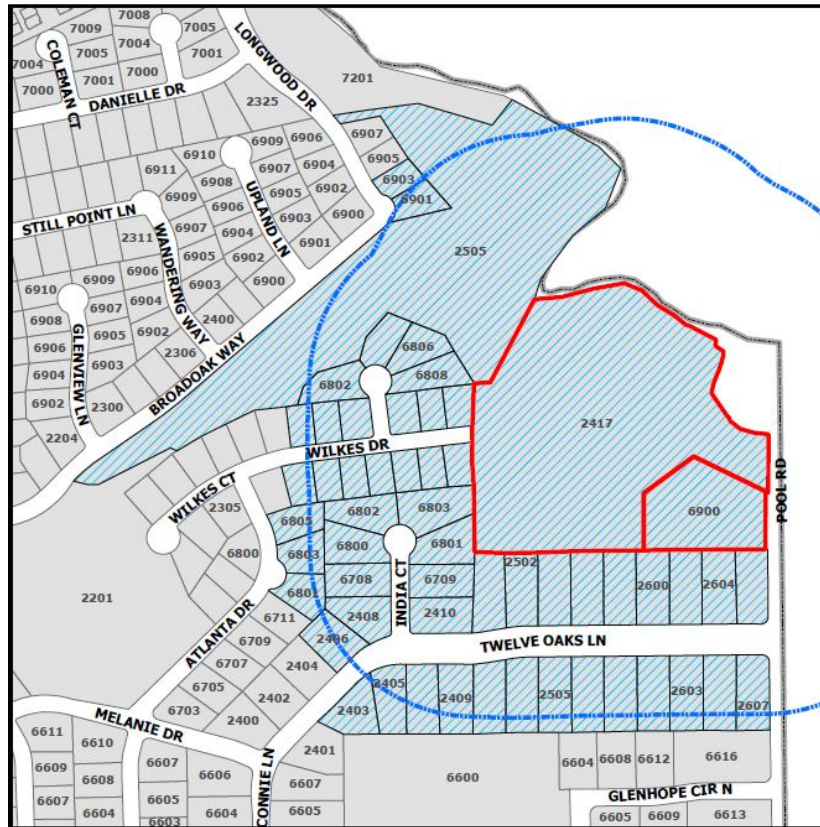
Present Zoning: AG Agricultural and RE Single Family 'Estate' Residential district

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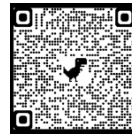
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

NOTICE OF PUBLIC HEARING



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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 817.503.1050. Please reference the zoning case number when requesting information.

Kris Potts

Kris Potts
Planner – Urban Forester

Letters Received in Opposition and Support of Case ZC24-014

Link to letters recorded below:

<https://documents.colleyville.com/WebLink/DocView.aspx?id=607853&dbid=0&repo=City-of-Colleyville>

Red = Multiple letters received from this household

Green = within 200'

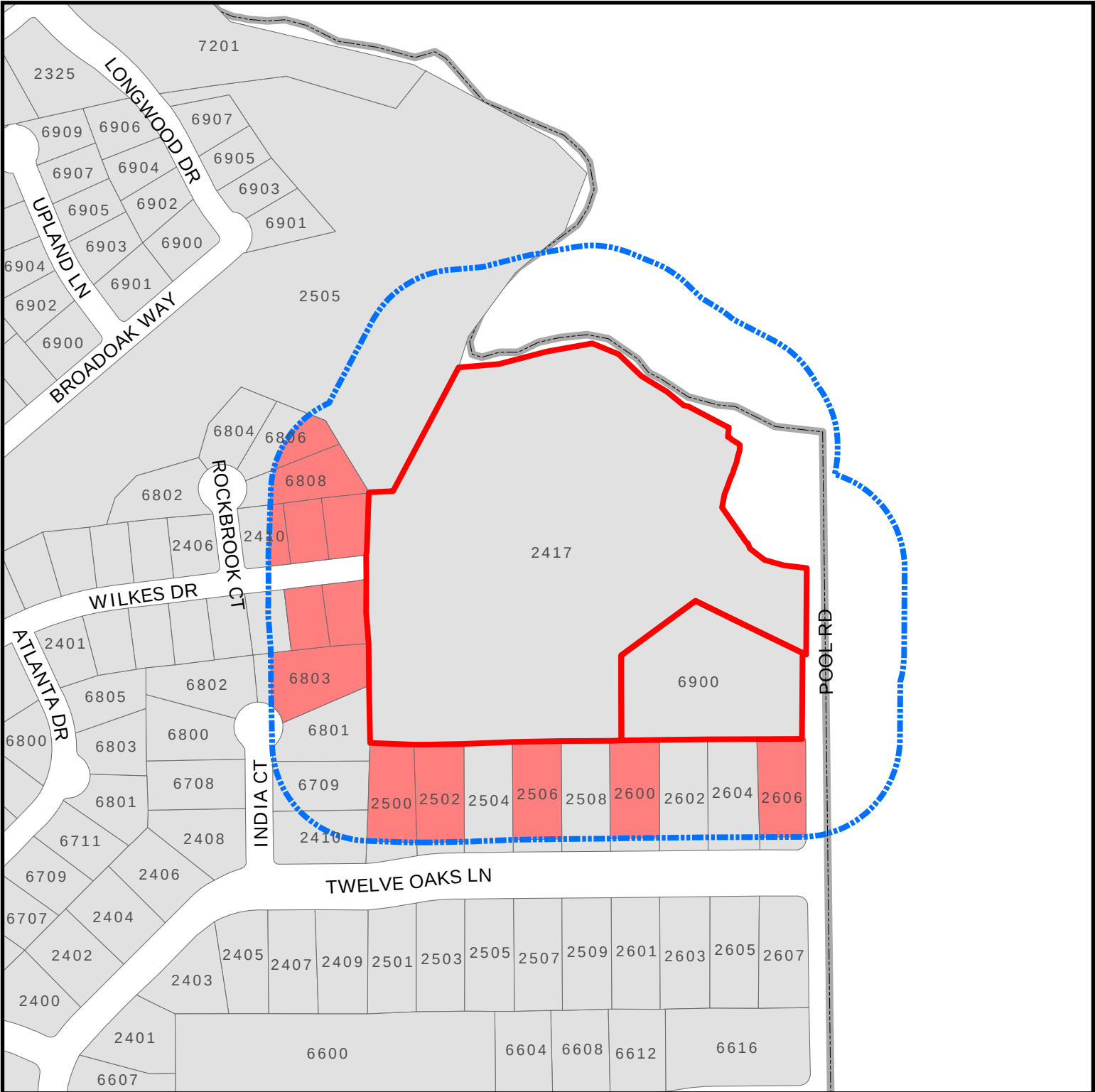
	Last Name	First Name	Owner Address	Within 200 ft	Support or Opposed
1	DeLuca	Sharon & Salvatore	2404 Wilkes Dr	No	Opposed
2	Egan	Robert	2410 Twelve Oaks Ln	Yes	Opposed
3	Zebian	Robert & Rita	6708 India Ct	No	Opposed
4	Waterworth	Tim	6808 Rockbrook Ct	Yes	Opposed
5	Lavas	Tim & Debbie	2405 Wilkes Dr	No	Opposed
6	Anderson	Charles	2414 Wilkes Dr	Yes	Opposed
7	Hearn	Sam & Elizabeth	2409 Wilkes Dr	No	Opposed
8	Schroder	Kristen	1326 Martin Court, Grapevine	No	Opposed
9	Kelly	Ian & Shannon	2301 Ballantrae Dr	No	Opposed
10	Bransky	Matthew	6604 Baker Ct	No	Opposed
11	Baugus	Sharon & Salvatore	401 Briarcliff	No	Opposed
12	Cook	Beth	5805 Bryton Ct	No	Opposed
13	Reed	Aaron	216 Mill Crossing Rd	No	Opposed
14	Barton	Kristin	2107 Ballantrae Dr	No	Opposed
15	Mahoney	Michael	1002 Saddlebrook Dr	No	Opposed
16	Bullard	Maxwell	2868 WinterHaven Rd, Hurst	No	Opposed
17	Barzelay	William	4508 Alexandra Dr	No	Opposed
18	Schaefer	John & Judi	6803 Atlanta Dr	No	Opposed
19	Lively	Mark	7209 Jo Will St	No	Opposed
20	Wedemeyer	Elizabeth	2010 Frances Dr	No	Opposed
21	Simmons	Sharon & Salvatore	1927 Tanglewood Dr, Grapevine	No	Opposed
22	Antonisse	Rick & Rene	4301 Tiffany Park Lane	No	Opposed
23	Szilagyi	Darin	2310 Still Point Lane	No	Opposed
	Montemayo				
24	r	Pedro	6609 Kennedy Dr	No	Opposed
25	Torres	Mark	3568 Boxwood Dr, Grapevine	No	Opposed
26	Kaviani	Pari	6801 Kennedy Dr	No	Opposed
27	Conover	Cody	404 Vintage Ct	No	Opposed
28	Hamilton	Jeanette	1914 Hartford Rd, Grapevine	No	Opposed
29	Weiler	Eric	2012 Frances Dr	No	Opposed
30	Stewart	Wendy	2502 Twelve Oaks Lane	Yes	Opposed
31	Mahoney	Mary	1002 Saddlebrook Dr	No	Opposed
32	Stewart	Brian	2502 Twelve Oaks Lane	Yes	Opposed
33	Porter	William	2506 Twelve Oaks Lane	Yes	Opposed
34	Neuman	Liane	6906 Wandering Way	No	Opposed
35	Winter	Lori	3708 Oakbriar Ln	No	Opposed
36	O'Quinn	Pam	5905 Yorkshire Dr	No	Opposed
37	Duncan	Nancy	2868 Placid Circle, Grapevine	No	Opposed
38	Wallace	Kimberly	6007 Hillbrook Dr	No	Opposed
39	Weber	Brian	2415 Wilkes Dr	Yes	Opposed

40	Limbacher	Richard	6602 Charleston Dr	No	Opposed
41	Schoffler	Jerome	2906 Highgrove Ct	No	Opposed
42	McAnderson	Marvin	6000 Yorkshire Dr	No	Opposed
43	Presson	Eric	3717 Mouton Ave	No	Opposed
44	Corey	Michael	7409 Braemar Terr	No	Opposed
45	Actkinson	Karen	2500 Twelve Oaks Ln	Yes	Opposed
46	Bowman	Nancy & Kirk	2301 Still Point Ln	No	Opposed
47	Conover	Stephen & Damita	3043 Creekview Dr, Grapevine	No	Opposed
48	Renegar	Heather	3000 Old Mill Run, Grapevine	No	Opposed
49	Ayel	DeAnna	2605 Brookridge Dr, Hurst	No	Opposed
50	Cosand	Jeff	2604 Twelve Oaks Ln	Yes	Support
51	Rowe	Kevin	3066 Old Mill Run, Grapevine	No	Opposed
52	McClure	Mindy	800 Beverly Dr	No	Opposed
53	Vu	Alyx	6602 Meade Dr	No	Opposed
54	Watson	Margaret	200 W Mill Valley Dr	No	Opposed
55	Burek	Sheryl	608 Green Meadow St N	No	Opposed
56	Griffin	Kelly	3057 Creekview Dr, Grapevine	No	Opposed
57	Vanzant	June & Michael	2412 Wilkes Dr	Yes	Opposed
58	Kendall Waychoff,	Charles & Janeen	5302 Huntington Ct	No	Opposed
59	Wanger	Carl, Diane	3920 Jackson Rd	No	Opposed
60	Wollitz	Mike	2902 Red Oak Ct E	No	Opposed
61	Bennett	Melinda	5016 Strathmore Terr	No	Opposed
62	Bennett	Daniel	3055 Creekview Dr, Grapevine	No	Opposed
63	Joned	Candice & Bill	6201 High Gate Ct	No	Opposed
64	Rutledge	Zach	6310 Edinburgh	No	Opposed
65	Johannessen	Carol	2507 Twelve Oaks Ln	No	Opposed
66	Miller	Kelly	6820 Fallbrook Ct	No	Opposed
67	Brundage	Jeff	6508 Westcoat Dr	No	Opposed
68	Brundage	Diane	6508 Westcoat Dr	No	Opposed
69	Kirkpatrick	Nancy & David	2403 Wilkes Dr	No	Opposed
70	Anderola	Sarita	5839 Sterling Dr	No	Opposed
71	Mueller	David	6900 Meade Dr	No	Opposed
72	Lively	Petra	7209 Jo Will St	No	Opposed
73	Aksamit	Paul	7036 Rosebrook	No	Opposed
74	Tennery	Patti	1701 Heathermore	No	Opposed
75	Britten	Lacy	2501 Whitehaven St N	No	Opposed
76	Kitowski	Rebecca	7413 Braemar Terr	No	Opposed
77	Gettig	Phillip	5907 Lansford Ln	No	Opposed
78	Edwards	Tracy & Brian	2401 Twelve Oaks Ln	No	Opposed
79	Wallace	Jennifer & Kenneth	6606 Connie Ln	No	Opposed
80	Trimbles		6803 India Ct	Yes	Opposed
81	Chawner	John	2601 Twelve Oaks	No	Support
82	Bottger	Robert & Carolyn	6800 Atlanta	No	Opposed
83	Lively	Petra	7209 Jo Will St	No	Opposed
	Hackbrath	Julie	5706 Bent Tree Ct	No	Opposed
84	Wasson	Steve	2413 Wilkes Dr	Yes	Opposed

			2970 Woodland Hills Dr, Grapevine	No	Opposed
85	Florup	Karen			
86	Ayel	Sebastian	2605 Brookridge Dr, Hurst	No	Opposed
87	Tran	Kevin	6703 Curtis	No	Opposed
88	Korb	Allison	4504 Mill Pond Ct	No	Opposed
89	Hicks	Ed & Jinky	4104 Mockingbird Ln	No	Opposed
90	Aguirre	Jason	2402 Wilkes Dr	No	Opposed
91	Choate	John	4112 Steeplechase Dr	No	Opposed
92	Hott	Michael	5405 Montclair Dr	No	Opposed
93	Boswell	Jeremy & Kara	2306 Wilkes Dr	No	Opposed
94	Matschulat	Joey	508 Blair Meadow Dr, Grapevine	No	Opposed
95	Genco	Natalie	1104 John McCain Rd	No	Opposed
96	Stephens	Barb Caldwell	3411 Brentwood Dr	No	Opposed
97	Bransky	Matthew	6604 Baker Ct	No	Opposed
98	Aranda	Laura	3000 Oak Valley Dr, Bedford	No	Opposed
99	Conover	Cody	404 Vintage Ct	No	Opposed
100	Smith	Kerrie E	4109 Williams Ct	No	Opposed
101	Jeanes	Fredric	7200 Belle Meade Dr	No	Opposed
102	Sterrenberg	Robbin & Debra	2109 Tarleton Ct	No	Opposed
103	McAnderson	Marvin	6000 Yorkshire Dr	No	Opposed
104	Poole	Lynn	6912 Meade Dr	No	Opposed
105	Blair	Dana & David	2401 Danbury Dr	No	Opposed
106	Jacobi	Nancy	6301 Ponderosa Lane	No	Opposed
107	Abshire	Sure	2606 Twelve Oaks Ln	Yes	Opposed
108	Kendall	Charles & Janeen	5302 Huntington Ct	No	Opposed
109	Zielinski	Tanya	510 W Hudgins St, Grapevine	No	Opposed
	Vann-				
110	Guthrie	Lori	3405 Crossgate Circle N	No	Opposed
111	Carson	Elizabeth	4504 Jim Mitchell Trl W	No	Opposed
112	Carson	Richard	4504 Jim Mitchell Trl W	No	Opposed
113	Foster	Bonnie	1508 Douglas Ave	No	Opposed
114	Lee	Mark	6809 Curtis Rd	No	Opposed
115	Pettit	Steve	6703 Atlanta Dr	No	Opposed
116	Luna	Perla	3237 High Meadow Dr, Grapevine	No	Opposed
117	Chance	Chelsea	4001 Treemont Cir	No	Opposed
119	Rutledge	Mitchelle	6310 Edinburgh	No	Opposed
120	Lavas	Tim & Debbie	2405 Wilkes Dr	No	Opposed
121	Wilson	Karen	100 Timberline Dr S	No	Opposed
122	McLaughlin	Kristin	5002 Summerbrook Dr	No	Opposed
123	Gross	Samuel	2309 Danielle Dr	No	Opposed
124	Anthony	Brenda	2503 Heather Glenn Ct	No	Opposed
125	Ulery	Kristie	123 Cheek Sparger Rd	No	Opposed
126	Paul	Ralph & Carole	4002 Mockingbird Ln	No	Opposed
127	Houser	Steve	16 Steel Rd, Wylie	No	Opposed
128	Koch	Lee	900 Saddlebrook Dr	No	Opposed
129	Cook	Nancy	6621 Whittier Ln	No	Opposed
130	Simons	Donna	3906 Windview Dr	No	Opposed
131	Simons	Brian	3906 Windview Dr	No	Opposed

132	Miller	Debbie	7014 Primrose Ln	No	Opposed
133	Staggs	Gary	1709 Heathermore	No	Opposed
134	Morgan	Joyce	2405 Ballantrae Dr	No	Opposed
135	Schmidt	Kristina	6909 upland Ln	No	Opposed
136	Phoenix	Geri	1830 Maplewood Tr	No	Opposed
137	Scalzitti	Shawnlyn	7009 Primrose Ln	No	Opposed
138	Edwards	Tracy & Brian	2401 Twelve Oaks Ln	No	Opposed
139	Stier	Nel	2105 Woodstock Dr	No	Opposed
140	Larkin	Alita	3913 Windview Dr	No	Opposed

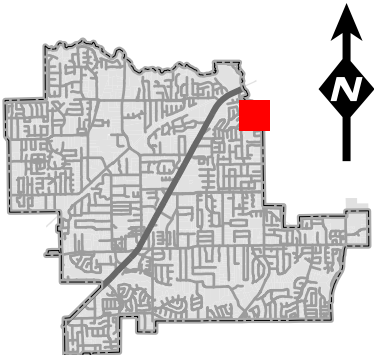
Opposition Map



ZC24-014

2417 Wilkes Dr & 6900

-  Subject Property
-  Buffer_p
-  Opposing



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.

List of Opposing Properties

Address	Owner's Name	Percentage
6803 INDIA CT	TRIMBLE, DENNIS	3.12%
2600 TWELVE OAKS LN	COWGILL, JARED	2.71%
2506 TWELVE OAKS LN	PORTER, WILLIAM G	2.66%
2502 TWELVE OAKS LN	STEWART, BRIAN	2.66%
2606 TWELVE OAKS LN	ABSHIRE, RICHARD	2.59%
2500 TWELVE OAKS LN	ACTKINSON, K TRS	2.55%
6808 ROCKBROOK CT	WATERWORTH FAMILY REVOCABLE TRU	2.07%
2414 WILKES DR	ANDERSON, CHARLES	1.46%
2415 WILKES DR	ROBERTSON, BARRY E	1.44%
2412 WILKES DR	VANZANT, JEFFERY	1.32%
2413 WILKES DR	WASSON, STEVEN W	1.32%
6806 ROCKBROOK CT	REED, CLAY P	0.97%
2410 WILKES DR	CAMPBELL, CYNTHIA KAY	0.61%
Address Count : 13		Total Percentage: 25.48%

ORDINANCE O-24-2292

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 13.84 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 6400 POOL ROAD FROM THE AG AGRICULTURAL AND THE RE SINGLE FAMILY 'ESTATE' RESIDENTIAL DISTRICTS TO THE R-40 SINGLE FAMILY 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 from AG Agricultural and RE Single Family 'Estate' Residential district to R-40 Single Family Residential district under Case No. ZC24-014; and

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

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning from AG Agricultural district and RE Single Family 'Estate' Residential district to R-40

Single-Family Residential district on 13.84 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 6400 Pool Road as depicted on the attached as Exhibit "A".

- Sec. 2. THAT the above described tracts of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 3. THAT the above described tracts of land shall be subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of August 2024.

The second reading and public hearing being conducted on the 20th day of August 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 20TH DAY OF AUGUST 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

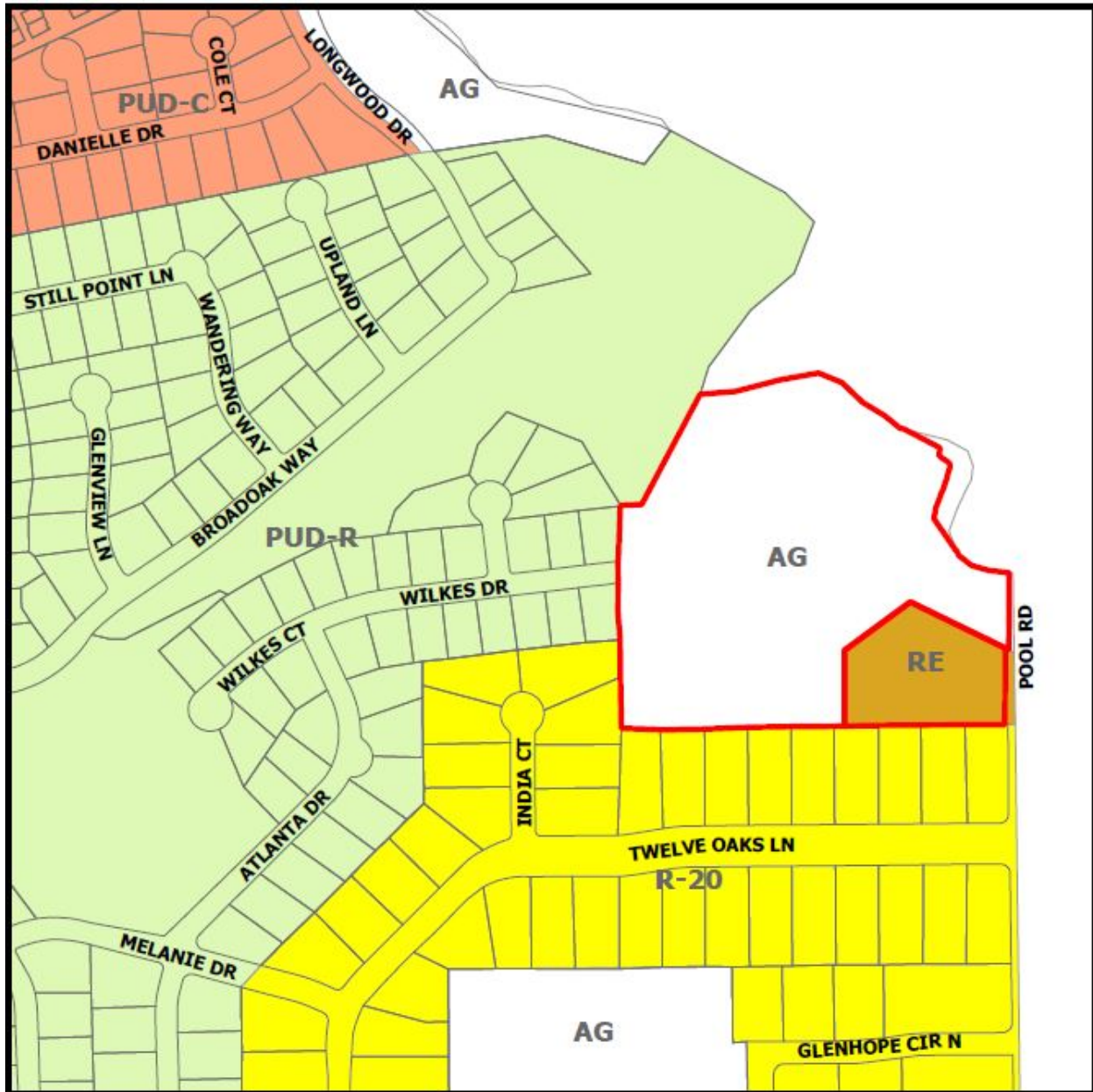
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

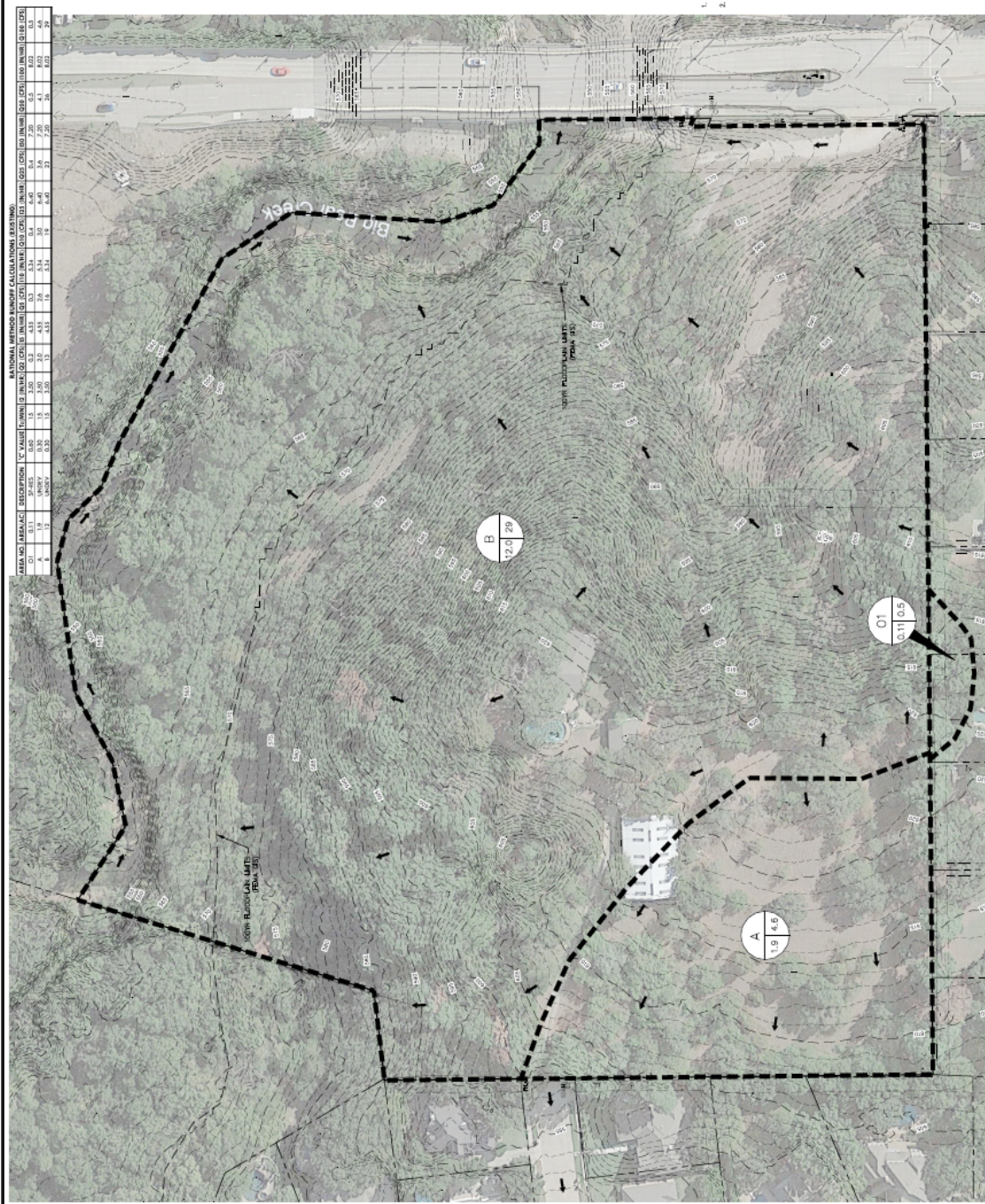
Exhibit "A" – Location and Zoning Map



Colleyville, Tarrant County, Texas



RATIONAL METHOD RUNOFF CALCULATIONS (EXISTING)														
AREA NO.	DESCRIPTION	"C" VALUE	T ₁ (MIN)	Q ₁ (IN/HR)	Q ₂ (IN/HR)	Q ₃ (IN/HR)	Q ₄ (IN/HR)	Q ₅ (IN/HR)	Q ₆ (IN/HR)	Q ₇ (IN/HR)	Q ₈ (CFS)	Q ₉ (CFS)	Q ₁₀ (CFS)	
1	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
2	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
3	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
4	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
5	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
6	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
7	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
8	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
9	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
10	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
11	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02
12	SP-4825	0.65	15	2.50	0.2	4.55	0.3	5.34	0.4	6.40	0.4	7.20	0.5	8.02



CRITERIA BASED ON CITY OF COLLEYSVILLE
ENGINEERING DESIGN STANDARDS.
BIG BEAR CREEK SPECIAL FLOOD HAZARD AREA
OBTAINED THROUGH TARRANT COUNTY GIS.
REFERENCE TO NAD83 TEXAS STATE PLANE
COORDINATES, NORTH CENTRAL ZONE, U.S.
FEET.

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

EXISTING DRAINAGE PLAN
THE BLUFFS AT COLLEYVILLE
14 ACRE PUD-R
COLLEYVILLE, TEXAS

REDINGER GROUP, LLC
10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.redinger.com

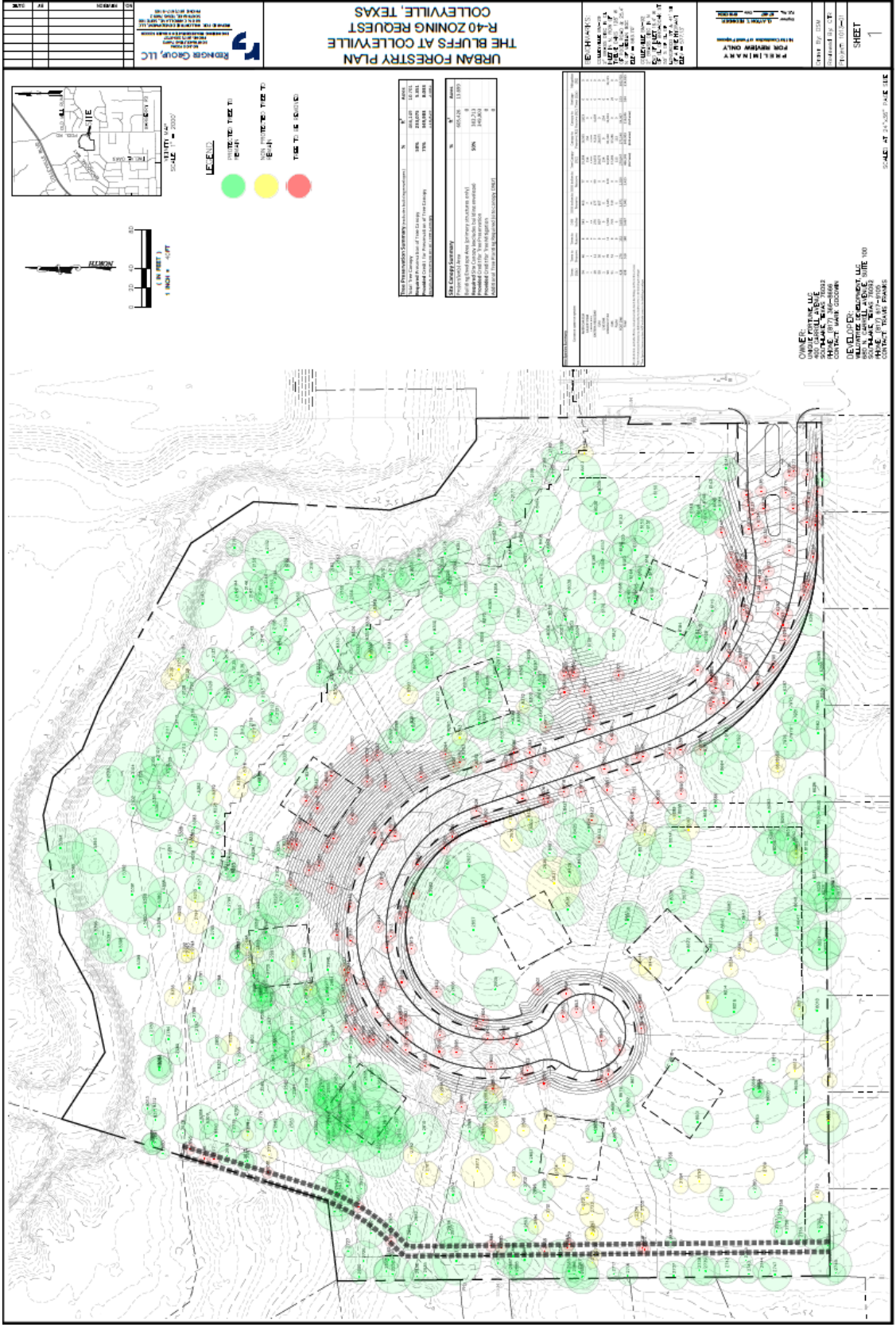


CITY CASE NO. ZC23-010

SHEET

FOR NEWBORN ONLY

[illegible]



RESOLUTION R-24-4960

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
AUGUST 6, 2024**

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 6TH DAY OF AUGUST 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor