



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, AUGUST 20, 2024

WORKSESSION

5:30 PM

EXECUTIVE CONFERENCE ROOM - THIRD FLOOR

CALL TO ORDER

- WS-1** Update on the Colleyville Recreation Center
- WS-2** Discussion and review of the City Council Rules of Procedure
- WS-3** Discussion of Stars and Guitars 2025
- WS-4** Discussion of the August 20, 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 551.076 - Deliberation regarding Security - discussion of the City's Emergency Management Response and Mitigation Plan

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 Nathan Aviles, Bethel Methodist

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4961**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4962**
 - 4a** Approval of the minutes of the regular City Council meeting of August 6, 2024
 - 4b** Approval to amortize a loss of vehicle value for five years on the City's Enterprise Fleet contract
 - 4c** Approval of a Construction Services Agreement with Gomez Floor Covering Inc., dba GFC Contracting for the Justice Center Interior Finishes Renovation, in an amount not to exceed \$288,676.00 and a contingency amount not to exceed \$45,000.00, and authorizing the City Manager to execute the contract
 - 4d** Approval of an amendment to the Construction Services Agreement with The Lawn Firm for the Tree Trimming Contract, in an amount not to exceed \$10,000, and authorizing the City Manager to execute the contract
 - 4e** Approval of an Amended Interlocal Agreement between the City of Colleyville and the Grapevine Colleyville Independent School District for School Resource Officers, and authorizing the City Manager to execute the agreement
 - 4f** Approval of the purchase and installation of basketball goal and wall pad equipment for the Colleyville Recreation Center north gym in the amount of \$63,595, and authorizing the City Manager to execute the documents
 - 4g** Approval of a contract with Supercap Southwest in the amount of \$60,034 for the Colleyville Recreation Center north gym floor leveling, and authorizing the City Manager to execute the contract
- 5. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 5a** Monthly Financial Report - July 2024
- 6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 6a 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

6b 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

6c 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

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-24-4963**

Approval of a proposal to set the ad valorem tax rate for Fiscal Year 2025 at \$0.276204 per hundred dollars of valuation

8. CITIZEN COMMENTS**9. REPORTS**

Colleyville Library Board Minutes - June 10, 2024

Planning and Zoning Commission Minutes - July 8, 2024

Planning and Zoning Commission Worksession Minutes - July 22, 2024

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, AUGUST 20, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4964**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, August 16, 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 8/20/2024

Type Worksession

Department City Manager

Title

Update on the Colleyville Recreation Center

Explanation

Assistant City Manager Mark Wood will provide an update on the Colleyville Recreation Center.

Attachments

1. Recreation Center Worksession Presentation

Rec Center Update

City Council Worksession
August 20, 2024



**CITY OF COLLEYVILLE'S
REC CENTER
GRAND OPENING**

August 27, 2024

**The Colleyville Rec Center
5008 Roberts Rd, Colleyville, TX 76034**

6:00 to 8:00 P.M.

CV

Rec Center Cost Update



Budget: \$1.5M
Remaining: \$72,513
Funding Source: Bond



Budget: \$600K
Remaining: \$292,500
Funding Source:
Capital Projects Fund



Budget: \$400K*
Remaining: \$239,323
Funding Source:
Capital Projects Fund
& CEDC



Budget: \$610K
Remaining: \$160,490
Funding Source:
Voluntary Park &
Parkland Dedication



Budget: \$295K**
Funding Source:
Capital Projects
Fund

* Budget in FY25 – moved up to FY24

** Budget in FY25

Cost Summary

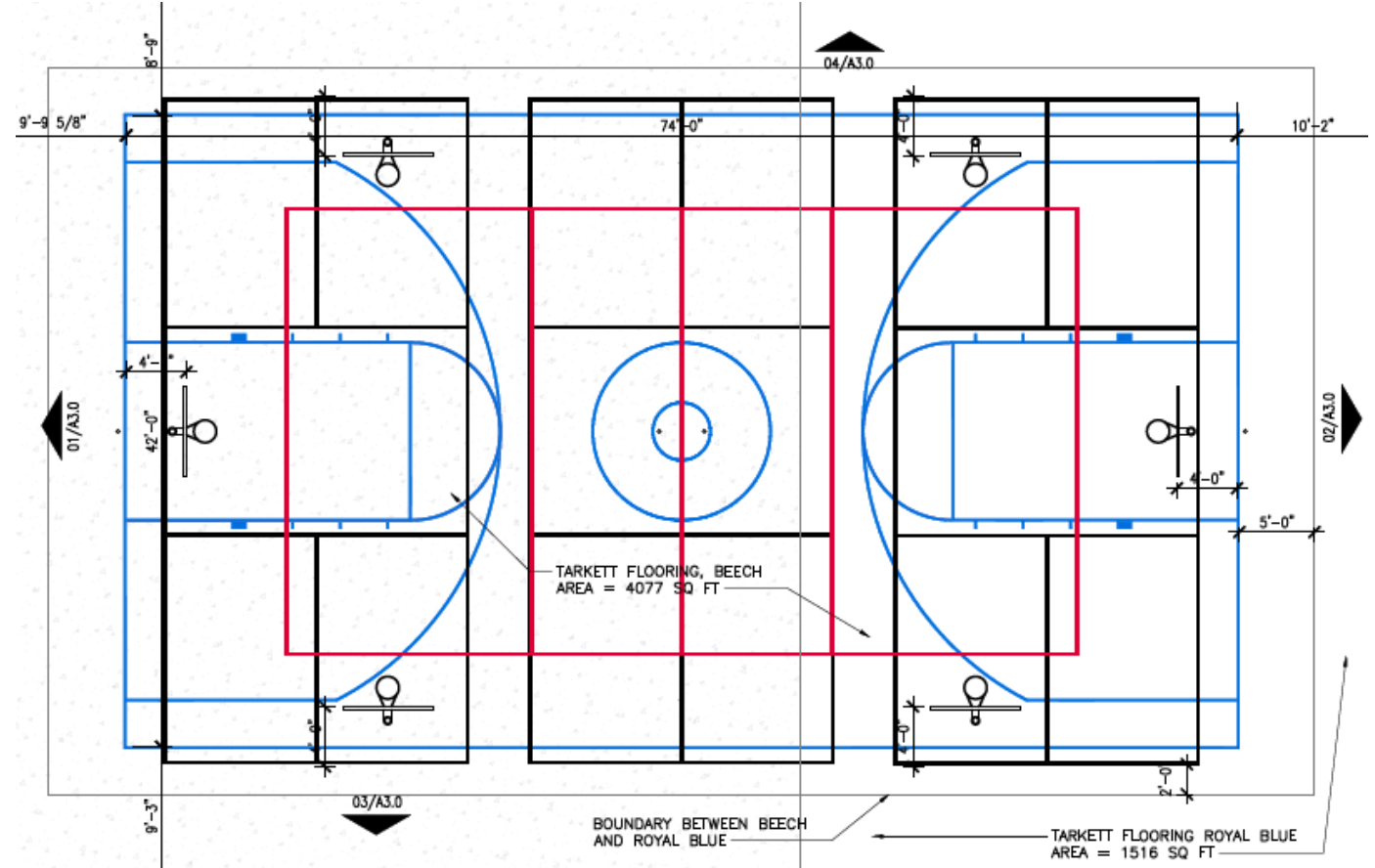
Component	Budget	Spent	Remaining
Large Gym	\$1,500,000	\$1,427,487	\$72,513
Roof	\$600,000	\$307,500	\$292,500
A/C, Security Cameras	\$400,000	\$160,677	\$239,323
Building Improvements	\$610,000	\$449,510	\$160,490
Small Gym	\$295,000	\$0	\$295,000
Totals	\$3,405,000	\$2,345,174	\$1,059,826

North Gym Conversion



North Gym Conversion

- Budgeted for FY25 to convert small gym with student worship area into one cohesive auxiliary gym
- Will include striping for basketball, volleyball, and pickleball
- Demo performed in-house
- GC'ing project in-house
- Awarding contractors now so it can be ready for opening by end of the year



North Gym Conversion



Rec Center Update

City Council Worksession
August 20, 2024





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 8/20/2024

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-3

Agenda Date 8/20/2024

Type Worksession

Department City Manager

Title

Discussion of Stars and Guitars 2025

Explanation

This item will provide for discussion of artists for the 2025 Stars and Guitars event.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 8/20/2024

Type Worksession

Department City Secretary

Title

Discussion of the August 20, 2024, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 8/20/2024

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 551.076 - Deliberation regarding Security - discussion of the City's Emergency Management Response and Mitigation Plan

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-24-4961

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF AUGUST 20, 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 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
City Secretary, TRMC

Bobby Lindamood
Mayor

RESOLUTION R-24-4962

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF AUGUST 20, 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 August 6, 2024
 - b. Approval to amortize a loss of vehicle value for five years on the City's Enterprise Fleet contract
 - c. Approval of a Construction Services Agreement with Gomez Floor Covering Inc., dba GFC Contracting for the Justice Center Interior Finishes Renovation, in an amount not to exceed \$288,676.00 and a contingency amount not to exceed \$45,000.00, and authorizing the City Manager to execute the contract
 - d. Approval of an amendment to the Construction Services Agreement with The Lawn Firm for the Tree Trimming Contract, in an amount not to exceed \$10,000, and authorizing the City Manager to execute the contract
 - e. Approval of an Amended Interlocal Agreement between the City of Colleyville and the Grapevine Colleyville Independent School District for School Resource Officers, and authorizing the City Manager to execute the agreement
 - f. Approval of the purchase and installation of basketball goal and wall pad equipment for the Colleyville Recreation Center north gym in the amount of \$63,595, and authorizing the City Manager to execute the documents
 - g. Approval of a contract with Supercap Southwest in the amount of \$60,034 for the Colleyville Recreation Center north gym floor leveling, and authorizing the City Manager to execute the contract

AND IT IS SO RESOLVED.

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
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, AUGUST 6, 2024

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, August 6, 2024, at 5:35 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, Police Chief Michael Miller, Community Development Director Ben Bryner, Parks and Recreation Director Lisa Escobedo, Library Director Jack Pawlowski, City Engineer Larry Wright, Finance Director Matt Poston, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Presentation of the FY25 Proposed Budget and Tax Rate

Finance Director Matt Poston presented this item. He discussed the property tax rate, gave an overview of the budget and fund balance for all major funds, reviewed year one of the capital improvement projects, and timelines associated with approval of the tax rate and budget.

Director Poston noted the FY25 budget addresses several priorities to include fiscal responsibility, public safety, quality in services and programs, maintaining and enhancing the infrastructure and beautification efforts, recreation and open space enhancements, and economic development. He briefly reviewed the property tax calculation, provided a historic review of tax rates, and noted the entire tax bill is comprised of five taxing units; City receives 15.5%, Tarrant County-11.5%, Tarrant County College District-60.6%, Tarrant County Hospital District-11.5%, and GCISD-54.8%. Director Poston spoke regarding the new 7% homestead exemption and explained how the exemption figures into the overall tax rate.

WS-2 Discussion of Tree Ordinance Updates

Community Development Director Ben Bryner presented the recommended changes to the Land Development Code, Chapter 5, Urban Forestry, and introduced the Community Forestry Program. Director Bryner stated an internal Urban Forestry Committee comprised of 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, and Planner/Urban Forester Kris Potts. The committee

objective was to review how to protect all trees in Colleyville, prioritize protection of heritage trees while balancing property rights, and formalize regulations to ensure proper tree species are being planted, preserved, and managed. He reviewed the mission statement and the five components of the Community Forestry Program and highlighted the accomplishments in each component.

There was discussion regarding item d, outlining pruning of trees in the tree health standards, and dates for the amendments to go before the Planning and Zoning Commission and be ready for adoption by the City Council.

WS-3 Discussion and review of the City Council Rules of Procedure

This item was moved to the August 20, 2024 Worksession Agenda.

WS-4 Discussion of the August 6, 2024, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession and called the Executive Session to order at 6:35 p.m.

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 6:59 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:12 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: Mayor Bobby Lindamood

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

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

Mrs. Deb Cashen, Colleyville Lions Club, gave a thorough presentation on the goals and community interaction of the 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

Mayor Lindamood read Resolution R-24-4959 in its entirety.

Parks and Recreation Director Lisa Escobedo presented item b, noting the project provides for renovation of the existing restrooms at McPherson and Pleasant Run Parks, and included updated fixtures, finishes, interior and exterior lighting, HVAC systems, and updated exterior facade at Pleasant Run and stained trellis at McPherson.

City Engineer Larry Wright presented item c, which provides for data collection at the intersections of Cheek-Sparger Road, Bedford Road, and Martin Parkway by

Kimley Horn and Associates, Inc. He noted an analysis will be conducted using the existing 2024 peak-hour volumes and projected 2029 peak-hour volumes for up to four traffic control alternatives at each of the intersections.

There was general discussion regarding if the Senior Living Development will be taken into consideration, the timeline for the study, and the anticipated recommendations, which will result from the study.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive N, expressed concern for the cost of the restroom renovations and questioned the number of bids received for the project. Mrs. Hadley also stated the intersection of Martin and Cheek-Sparger is dangerous.

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

Mayor Pro Tem Elder made a motion to approve Resolution R-24-4959, 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.

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

Mayor Lindamood recused himself from deliberations and Mayor Pro Tem Brandi Elder presided.

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

Mayor Pro Tem Elder read the caption of Ordinance O-24-2290.

Community Development Director Ben Bryner stated the applicant has provided an amended plan seeking rezoning from AG Agricultural to R-40 Single Family Residential to allow for two lots to be developed for two homes and one lot to remain for church use.

There was discussion regarding the sites historical significance, if the developer would be allowed to remove the church located on the property at a later time, and sidewalk installations.

Keith Hamilton, engineer for the applicant, addressed City Council questions regarding the sidewalks and the drainage. Mr. Hamilton stated sidewalks are not required for the property, but the applicant will install sidewalks on both sides, and the current bar ditch is appropriate for drainage, but if a problem arises, the developer will provide successful bar ditch drainage.

Mayor Pro Tem Elder opened and closed the public hearing with no speakers.

This was a first reading with no action taken.

Mayor Lindamood thanked Mayor Pro Tem Elder and presided over the remaining items.

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

Mayor Lindamood read the caption of Ordinance O-24-2291.

Community Development Director Ben Bryner presented the request for a Special Use Permit to allow for a massage therapy business in the Tara Village Shopping Center.

Applicants Ryan and Sunisa Ingram provided an overview of their business, credentials, and answered the City Council questions regarding hours of operation and the business plan.

Mayor Lindamood opened the public hearing.

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

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

This was a first reading with no action taken.

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

Mayor Lindamood read the caption of Ordinance O-24-2292.

Community Development Director Ben Bryner presented this item noting a super majority vote will be required. 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.

There was discussion regarding the open space donation to the City, size of the preservation area and what it totals, and the number of trees allowed to be removed with current zoning and what would be allowed with new zoning.

Mayor Lindamood opened the public hearing.

Speaking in opposition were: Robert Zebian, 6708 India Court, Vicki Heminger, 6804 Rockbrook Court, Charlie Anderson, 2414 Wilkes Drive, Kathy Hadley, 204 Timberline N, and Tim Waterworth, 6808 Rockbrook Court.

Not speaking but registering opposition were: Jason Aguirre, 2402 Wilkes, Steve Wasson, 2413 Wilkes Drive, Mike and Brenda Farrell, 2504 Twelve Oaks Lane, Sal and Sharon DeLuca, 2402 Wilkes Drive, Sam Hearn, 2409 Wilkes Drive, Tim Lavas, 2405 Wilkes Drive, Bo Bottger, 6800 Atlanta Drive, and Cynthia Taylor, 3588 Twelve Oaks Drive.

Speaking in support were: Connie Stewart, 1501 Cherry Lane, David Dudziak, 2301 Wilkes Court, and Bob Egan, 2410 Twelve Oaks Lane.

Not speaking but registering support: Larry Stewart, 1509 Cherry Lane.

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

Mayor Lindamood addressed comments made regarding the City and Trust for Public Land (TPL), and provided an outline of TPL's abilities, noting they pursue grants from the federal Land and Water Conservation Fund (National Parks Service), and each fall submits individual grant applications for funding as part of the federal appropriation process. Mayor Lindamood also reviewed the property owner's current rights regarding tree removal.

Property owner/applicant Mark Edwin and Curtis Young, Engineer, addressed the City Council and citizens and answered questions. Mr. Edwin stated he is working to do everything right and accommodate all requests and stated his expectations for this development are very high and it will be the premiere neighborhood in Colleyville. Curtis Young, reviewed detail design, engineering, and drainage.

Deputy Mayor Pro Tem Scotty Richardson addressed remarks regarding TPL.

This was a first reading with no action taken.

6. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline N, spoke regarding the professional service of the police department, noted Mr. Hill an employee at Ace Hardware was a good Samaritan and helped her, her neighborhood's redevelopment, and the need to keep Colleyville unique.

Sayed Syed, 6705 Sapphire Circle N, spoke regarding handicap parking being utilized by those without proper parking credentials, continuing the median lighting along Colleyville Boulevard to extend to Tinker Road, the tower at Brown Trail.

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

This resolution was not needed.

8. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 10:10 p.m.

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

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 8/20/2024

Number Resolution R-24-4962

Type Resolution

Department City Secretary

Title

Approval to amortize a loss of vehicle value for five years on the City's Enterprise Fleet contract

Explanation

Reading and Public Hearing

On May 26, 2024, a large storm cell hit the City with 1-3/4 and 2-inch hail. A total of 53 vehicles in the City's fleet sustained damage, with only 17 vehicles having damage exceeding the City's \$5,000 per vehicle deductible. With the exception of seven City-owned vehicles, all vehicles are leased through Enterprise per the City's contract.

The appraised damage for all vehicles totaled \$216,755.38. The City received insurance funding of \$27,202, to account for the 17 vehicles which had damage above the deductible. Windshield replacement for 12 vehicles totaled \$8,798.91, leaving a balance of \$18,412.29 in insurance funds which could be utilized for vehicle repair.

By the end of this fiscal year, there are 16 vehicles scheduled to be returned to Enterprise for sale. Enterprise anticipates a conservative total sale of \$310,500. The remaining 30 Enterprise leased vehicles are anticipated to be returned for sale over the next four years, based on the market.

Staff recommends not repairing the hail damage to the vehicles and factoring in the damage as a loss over the next five years. In FY24, the reduction in sale return is \$56,079 and the annual remaining reduction over sale value would be approximately \$33,370. The City-owned vehicles range in age from 2014 to 2020 and will not likely be sold in the next five years, but the sale loss has been factored into the four-year reduction over sale value. All damage to the vehicles which was safety related (windshields, headlights) was repaired, and the remaining cosmetic damage does not interfere with the operation of the vehicle.

With City Council approval, Enterprise will be informed of the City's desire to recognize there will be a loss in sale value over the next five years and this projection may be built into their annual report to the City Council and used by the City for budgeting purposes.

Financial Impact

The potential financial loss of sale revenue over a five-year period of \$189,500.

Recommendation

Approve

Attachments

1. Vehicle Claims Balance Sheet - Hail Storm 2024

City Unit #	Owner	TML ID	Year	Make/Model	Vin	Adjustor/Total Claim Estimate	Windshshield Cost	Claim without windshield	Insurance Previously Paid	With windshield additions	Enterprise aniticipated sale
<u>Glass and hail</u>											
425E	Entp	134	2020	Chevy Silverado	3GCPWAEF3LG282134	\$ 5,746.13	\$ -	\$ 5,746.13	\$ 746.13	\$ -	\$ 18,600.00
701E	Entp	127	2020	Chev Silverado	1GCRWAEHXLZ193770	\$ 4,895.53	\$ 518.93	\$ 4,376.60			\$ 18,100.00
<u>Hail Only</u>											
200E	Entp	149	2019	Nissan Cargo Van	3N6CM0KN4KK710747	\$ 8,548.02			\$ 3,548.02		\$ 12,000.00
300E	Entp	141	2020	Chev Silverado	1GCRWAEH8LZ191709	\$ 274.40					\$ 19,100.00
301E	Entp	129	2020	F-250	1FT7W2A69LEC46886	\$ 3,217.35					\$ 24,600.00
500E	Entp	135	2020	Chev Silverado	1GCRWAEH8LZ192200	\$ 3,186.20					\$ 17,100.00
501E	Entp	137	2020	Chev Silverado	1GCRWAEH8LZ194402	\$ 6,760.71			\$ 1,760.71		\$ 17,100.00
503E	Entp	131	2020	F-250	1FT7X2A66LEC46888	\$ 4,531.77					\$ 26,600.00
600E	Entp	130	2020	F-250	1FT7W2A60LEC46887	\$ 3,407.75					\$ 24,600.00
601E	Entp	125	2020	Chev Silverado	1GCRWAEH0LZ192109	\$ 2,284.10			\$ 1,760.71		\$ 18,100.00
604E	Entp	132	2020	F-250	1FT7X2A68LEC46889	\$ 4,878.17					\$ 23,100.00
700E	Entp	126	2020	Chev Silverado	1GCRWAEH5LZ193644	\$ 5,249.80			\$ 249.80		\$ 18,100.00
703E	Entp	133	2020	Chev Silverado	3GCPWAEH8LG250670	\$ 7,723.38			\$ 2,723.38		\$ 19,600.00
800E	Entp	136	2020	Chev Silverado	1GCRWAEH5LZ192235	\$ 1,446.60					\$ 16,600.00
801E	Entp	124	2020	Chev Silverado	1GCRWAEH6LZ192311	\$ 329.95					\$ 18,100.00
901E	Entp	120	2020	Chev Silverado	1GCRWAEH0LZ191879	\$ 4,387.80					\$ 19,100.00
	Subtotals					\$ 66,867.66			\$ 10,788.75	\$ -	\$ 310,500.00

Recap of Enterprise Owned Vehicles Be Sold 2024

Total damage to 16 vehicles to sell 2024= \$66,868; Insurance coverage (over \$5,000 deductible) Collected =\$10,789 for a total loss of \$56,079 in 2024

City Unit #	Owner	TML ID	Year	Make/Model	Vin	Adjustor/Total Claim Estimate	Windshshield Cost	Claim without windshield	Insurance Previously Paid	with windshield additions	Enterprise aniticipated sale
<u>Glass and hail</u>											
302E	Entp	138	2020	Chev Traverse	1GNERLKW4LJ198893	\$ 7,017.68	\$ 842.23	\$ 6,175.45	\$ 1,175.45	\$ 842.23	
305E	Entp	210	2024	Nissan Rogue	5N1BT3AA5RC692126	\$ 7,598.00	\$ 789.76	\$ 6,808.24	\$ 1,808.24	\$ 789.76	
502E	Entp	216	2021	Chev Silverado	3GCPWAEH8MG206086	\$ 6,646.13	\$ 522.48	\$ 6,123.65	\$ 1,123.65	\$ 522.48	
521E	Entp	191	2023	Chevy Silverado	1GCRAAED5PZ122929	\$ 6,820.55	\$ 946.60	\$ 5,873.95	\$ 873.95	\$ 946.60	
525E	Entp	203	2024	Chevy Silverado	1GCPAAED4RZ101418	\$ 5,662.93	\$ 946.60	\$ 4,716.33		\$ 662.93	
527E	Entp	213	2024	Chevy Silverado HD3500	2GC4WREY4R1152707	\$ 6,115.43	\$ 636.60	\$ 5,478.83	\$ 478.83	\$ 636.60	
603E	Entp	142	2019	F-550	1FD0W5HT3KEG80262	\$ 3,806.74	\$ 863.04	\$ 2,943.70		\$ -	
904E	Entp	164	2021	Chev Silverado	1GCRWAEF0MZ355180	\$ 6,446.01	\$ 518.93	\$ 5,927.08	\$ 927.08	\$ 518.93	
1100E	Entp	185	2022	Chevy Tahoe	1GNSCLED6NR312427	\$ 4,528.56	\$ 879.08	\$ 3,649.48		\$ -	

Hail Only

304E	Entp	205	2023	Chev Silverado	3GCUDAED1PG324152	\$ 2,774.20					
426E	Entp	119	2020	Tahoe	1GNLCDEC3LR262097	\$ 2,164.13			\$ -		

427E	Entp	118	2020	Chev Silverado	1GNLCDEC1LR262129	\$ 7,443.72			\$ 2,443.72		
432E	Entp	181	2021	Ford Expedition	1FMJU1FT0MEA83823	\$ 1,644.10					
504E	Entp	165	2021	Ford F-350	1FD8W3A60MED45877	\$ 6,108.47			\$ 1,108.47		
522E	Entp	190	2023	Chev Silverado	1GCRAAED0PZ122191	\$ 4,699.78					
523E	Entp	200	2023	Dodge Ram	1C6RREGG2PN633438						
524E	Entp	204	2024	Chev Silverado	1GCPAAED2RZ101224	\$ 4,915.23					
526E	Entp	206	2024	Chev Silverado	3GCPAAED6RG118804	\$ 4,309.18					
605E	Entp	158	2021	Chev Silverado	1GCRWAEF1MZ353437	\$ 1,014.95					
704E	Entp	163	2021	Chev Silverado	1GCRWAEF0MZ354420	\$ 3,956.50					
705E	Entp	159	2021	Chev Silverado	1GCRWAEF0MZ354675	\$ 4,189.70					
706E	Entp	211	2023	Ford F-150	1FTEX1C50PKF99771	\$ 4,124.13					
806E	Entp	161	2021	Chev Silverado	1GCRWAEF9MZ352990	\$ 5,349.15			\$ 349.15		
807E	Entp	162	2021	Chev Silverado	1GCRWAEF4MZ353271	\$ 952.25					
812E	Entp	214	2024	Chev Silverado	1GCRAAEK5RZ166401	\$ 5,894.66			\$ 894.66		
815E	Entp	212	2024	Chev Silverado	1GCRAAEK7RZ179375	\$ 402.45					
881E	Entp	192	2023	Chev Silverado	1GCRAAED7PZ134550	\$ 399.15					
883E	Entp	220	2024	Chev Silverado 3500 HD	1GC4WREY2RF246643	\$ 2,826.40					
891E	Entp	189	2022	F350 Regular Cab/DRW Dump Body	1FDRF3GT5NEF86434	\$ 3,173.47					
903E	Entp	160	2021	Chev Silverado	1GCRWAEF6MZ354115	\$ 4,287.80					
Subtotals						\$ 125,271.45	\$ 6,945.32	\$ 47,696.71	\$ 11,183.20	\$ 4,919.53	

Recap of Enterprise Owned Vehicles Anticipated To Be Sold Years 2025-2028

Total damage to 21 vehicles to sell 2025-2028= \$125,271; Insurance coverage (over \$5,000 deductible) Collected and owed=\$16,103 for a total loss of \$109,169 over four years

City Unit #	Owner	TML ID	Year	Make/Model	Vin	Adjustor/Total Claim Estimate	Windhshield Cost	Claim without windshield	Insurance Previously Paid	Amount owed City with windshield additions	Enterprise aniticipated sale
747	City	175	2019	F150 Crew Cab 4X2 SS	1FTEW1CB5KKD30294	\$ 6,488.84	\$ 863.04	\$ 5,625.80	\$ 625.80	\$ 863.04	
821	City	166	2020	F550 Harben Jet Truck	1FD0W5GT7MEC54787	\$ 5,582.59	\$ 462.62	\$ 5,119.97	\$ 119.97	\$ 462.62	
665	City	179	2019	F550 Bucket Truck	1FD0X5GT4KEC42722	\$ 4,151.62		\$ 4,151.62			
804	City	174	2019	Sewer T.V. Van Transit 250	1FTYR3XM4KKB77242	\$ 2,087.85		\$ 2,087.85			
820	City	68	2014	F550 Harben Jet Truck	1FDUF5GT6EEA80102	\$ 1,738.75		\$ 1,738.75			
892	City	103	2017	Ford F-550	1FD0W5GY8HED80058	\$ 2,853.27		\$ 2,853.27			
822	City	60	2015	Ford F-550	1FD0W5GT7FEB54790	\$ 1,713.35		\$ 1,713.35			
Subtotals						\$ 24,616.27	\$ 1,325.66	\$ 23,290.61	\$ 745.77	\$ 1,325.66	

Recap of City Owned Vehicles

Total damage to seven city owned vehicles = \$24,616; Insurance coverage (over \$5,000 deductible) Collected and owed=\$2,071 for a total loss of \$22,545



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 8/20/2024

Number Resolution R-24-4962

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with Gomez Floor Covering Inc., dba GFC Contracting for the Justice Center Interior Finishes Renovation, in an amount not to exceed \$288,676.00 and a contingency amount not to exceed \$45,000.00, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

This item seeks the approval of a Construction Services Agreement with Gomez Floor Covering Inc., dba GFC Contracting for the Justice Center Interior Finishes Renovation, authorized in the FY2024-2028 Capital Improvement Program by Resolution R-23-4876 in an amount of \$500,000.

The Project consists of the renovation of the interior of the Justice Center to include replacement of flooring, countertops, sinks and accessories, corridor wall finishes and wall guards, and broken gymnasium mirrors. In addition, the storefront doors will be replaced with an automatic door opening system.

After a thorough review of pricing, references, and qualifications, the recommendation is to award the contract to Gomez Floor Covering Inc., dba GFC Contracting.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on June 16, 23, 30, July 7 and 14, 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 was 1 architect, 49 general contractors, 1 manufacturer, 4 others, 5 plan rooms, 6 subcontractors and 3 suppliers.

The City received 13 sealed bids, which were opened and publicly read aloud on July 23, 2024.

Financial Impact

The funding source for this project is the Capital Project Fund
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Award Recommendation
2. Bid Tabulation
3. Gomez Floor Covering Inc., Construction Services Agreement
4. Form 1295

August 1, 2024

Elijah Dorminy, Capital Projects Program Manager
City of Colleyville, Texas

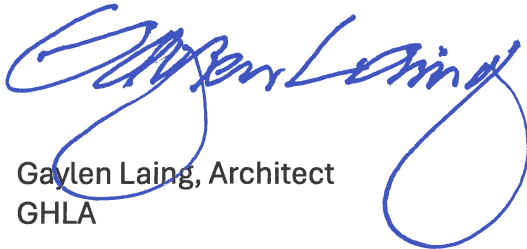
Re: Justice Center Interior Renovation Project.

Elijah,

I have reviewed the bids received for the project. I have carefully inspected the low bidder, GFC Contracting and believe their bid to be in line with the estimated costs of the project and the time duration of 80 days to be reasonable for the scope. Their listed subcontractors are known to me and feel they will perform well for the City. In addition, their past project experience shows they are capable to fulfill the requirements of this project.

I recommend that GFC Contracting be awarded the project.

Thank you,



Gaylen Laing, Architect
GHLA

City of Colleyville Interior Finishes Renovation Colleyville Justice Center																
ID: BSV-2024-003 Bid Tabulation																
Item	Description	Unit	QTY	GFC Contracting	ICGM GROUP	CGC General Contractors, Inc.	Fast General Contracting LLC	MBC Services LLC	JonesCo General Contractors ILC	D&G Construction Services, Inc.	Scott Beck Construction Inc	CMC Development & Construction Corporation	Cowboys Roofing LLC	Atlas National Renovations	Falkenberg Construction	Jonestar Construction, LLC
Mobilization																
1	Mobilization, Demobilization, Bonds and Insurance in accordance with the Notice to Bidders; for lump sum of:	LS	1	\$33,635.89	\$65,000.00	\$23,400.00	\$62,500.00	\$27,750.00	\$28,233.00	\$47,554.15	\$87,700.00	\$65,868.00	\$10,033.00	\$39,334.00	\$10,378.89	\$160,000.00
Sub Totals				\$33,635.89	\$65,000.00	\$23,400.00	\$62,500.00	\$27,750.00	\$28,233.00	\$47,554.15	\$87,700.00	\$65,868.00	\$10,033.00	\$39,334.00	\$10,378.89	\$160,000.00
Flooring																
2	Removal and replacement of approximately 9,589 s.f. of carpet flooring in the Justice Center building; for the lump sum of:	LS	1	\$60,650.43	\$55,842.00	\$52,030.00	\$55,800.00	\$60,000.00	\$58,056.00	\$59,938.00	\$85,068.00	\$52,703.00	\$79,040.00	\$62,654.00	\$80,457.80	\$86,542.00
3	Removal and replacement of approximately 8,913 s.f. of LVP flooring; for the lump sum of:	LS	1	\$56,374.73	\$41,865.00	\$72,971.00	\$72,420.00	\$90,000.00	\$79,297.00	\$92,924.60	\$54,992.00	\$64,860.00	\$78,040.00	\$119,957.00	\$89,904.77	\$66,906.25
4	Removal and replacement of approximately 670 s.f. of rubber gym flooring; for the lump sum of:	LS	1	\$4,237.75	\$8,750.00	\$29,382.00	\$7,800.00	\$11,088.36	\$31,981.00	\$10,350.00	\$14,250.00	\$18,300.00	\$39,020.00	\$23,918.00	\$20,613.99	\$26,500.00
5	Removal and replacement of approximately 5,304 linear feet of vinyl wall base; for the lump sum of:	LS	1	\$33,547.80	\$36,587.00	\$13,843.00	\$8,184.00	\$18,000.00	\$10,897.00	\$21,357.80	\$11,690.00	\$20,524.00	\$40,000.00	\$13,688.00	\$2,127.37	\$9,900.00
8	Removal and reinstallation of approximately 79 fixed audience seating in the court room; for the lump sum of:	LS	1	\$2,164.31	\$9,564.00	\$11,900.00	\$2,880.00	\$1,920.00	\$5,375.00	\$3,450.00	\$2,000.00	\$35,000.00	\$5,000.00	\$8,462.00	\$7,228.53	\$7,000.00
Sub Totals				\$156,975.02	\$152,608.00	\$180,126.00	\$147,084.00	\$181,008.36	\$185,606.00	\$188,020.40	\$168,000.00	\$191,387.00	\$241,100.00	\$228,679.00	\$200,332.46	\$196,848.25

Item	Description	Unit	QTY	GFC Contracting	ICGM GROUP	CGC General Contractors, Inc.	Fast General Contracting LLC	MBC Services LLC	JonesCo General Contractors ILC	D&G Construction Services, Inc.	Scott Beck Construction Inc	CMC Development & Construction Corporation	Cowboys Roofing LLC	Atlas National Renovations	Falkenberg Construction	Jonestar Construction, LLC
Restroom 6	Removal, fabrication and placement of approx. 60 s.f. of Quartz countertops in the Men's and Women's lockers; for the lump sum of:	LS	1	\$11,021.60	\$2,500.00	\$11,723.00	\$14,880.00	\$15,630.00	\$18,018.00	\$20,007.70	\$6,050.00	\$21,343.00	\$26,000.00	\$8,880.00	\$21,708.74	\$12,000.00
Sub Totals				\$11,021.60	\$2,500.00	\$11,723.00	\$14,880.00	\$15,630.00	\$18,018.00	\$20,007.70	\$6,050.00	\$21,343.00	\$26,000.00	\$8,880.00	\$21,708.74	\$12,000.00
Gym Mirrors 7	Removal and replacement of two wall mirrors in the Gym; for the lump sum of:	LS	1	\$2,495.50	\$2,500.00	\$2,975.00	\$1,920.00	\$1,920.00	\$4,375.00	\$3,397.10	\$3,400.00	\$5,000.00	\$5,100.00	\$3,692.00	\$6,412.93	\$10,000.00
Sub Totals				\$2,495.50	\$2,500.00	\$2,975.00	\$1,920.00	\$1,920.00	\$4,375.00	\$3,397.10	\$3,400.00	\$5,000.00	\$5,100.00	\$3,692.00	\$6,412.93	\$10,000.00
Wall Updates 9	Removal of 3,433 s.f. of corridor vinyl wall covering; for the lump sum of:	LS	1	\$2,898.00	\$31,210.00	\$7,140.00	\$4,120.00	\$12,000.00	\$15,125.00	\$4,781.70	\$2,500.00	\$6,400.00	\$10,000.00	\$8,333.00	\$21,685.59	\$25,000.00
10	Priming and painting of approx. 3,433 s.f. of corridor walls; for the lump sum of:	LS	1	\$13,558.50	\$24,435.00	\$30,870.00	\$32,400.00	\$18,000.00	\$15,125.00	\$6,909.20	\$14,500.00	\$15,000.00	\$26,000.00	\$40,983.00	\$58,665.33	\$15,000.00
Sub Totals				\$16,456.50	\$55,645.00	\$38,010.00	\$36,520.00	\$30,000.00	\$30,250.00	\$11,690.90	\$17,000.00	\$21,400.00	\$36,000.00	\$49,316.00	\$80,350.92	\$40,000.00
Door Updates 11	Removal of the two existing entry lobby entrance doors, glass and framing; for the lump sum of:	LS	1	\$4,462.67	\$2,250.00	\$1,428.00	\$4,556.00	\$2,400.00	\$6,750.00	\$3,450.00	\$2,500.00	\$5,002.00	\$2,500.00	\$846.00	\$1,284.64	\$5,000.00
12	Installation of two new automatic entry doors, glass and framing; for the lump sum of:	LS	1	\$27,590.46	\$2,250.00	\$33,323.00	\$33,100.00	\$34,800.00	\$35,000.00	\$32,200.00	\$32,000.00	\$20,000.00	\$52,000.00	\$38,025.00	\$47,703.04	\$35,000.00

Item	Description	Unit	QTY	GFC Contracting	ICGM GROUP	CGC General Contractors, Inc.	Fast General Contracting LLC	MBC Services LLC	JonesCo General Contractors ILC	D&G Construction Services, Inc.	Scott Beck Construction Inc	CMC Development & Construction Corporation	Cowboys Roofing LLC	Atlas National Renovations	Falkenberg Construction	Jonestar Construction, LLC
13	Installation of four new automatic door openers on the existing side entry storefront doors; for the lump sum of:	LS	1	\$23,503.36	\$9,500.00	\$11,900.00	\$24,280.00	\$27,000.00	\$15,800.00	\$25,443.75	\$21,500.00	\$5,000.00	\$10,000.00	\$30,962.00	\$27,058.82	\$25,000.00
14	Install electrical power for 6 new automatic door openers; for the lump sum of:	LS	1	\$12,535.00	\$15,500.00	\$8,330.00	\$4,560.00	\$10,200.00	\$15,800.00	\$12,236.00	\$5,850.00	\$25,000.00	\$5,100.00	\$4,346.00	\$12,846.42	\$7,500.00
Sub Totals				\$68,091.49	\$29,500.00	\$54,981.00	\$66,496.00	\$74,400.00	\$73,350.00	\$73,329.75	\$61,850.00	\$55,002.00	\$69,600.00	\$74,179.00	\$88,892.92	\$72,500.00
Grand Total				\$288,676.00	\$307,753.00	\$311,215.00	\$329,400.00	\$330,708.36	\$339,832.00	\$344,000.00	\$344,000.00	\$360,000.00	\$387,833.00	\$404,080.00	\$408,076.86	\$491,348.25

CONSTRUCTION SERVICES AGREEMENT
JUSTICE CENTER INTERIOR RENOVATIONS
(Bid #BSV-2024-003)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **GFC Contracting**, a Texas Corporation, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, 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 Justice Center Interior Renovations (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 #BSV-2024-003;
 - (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 TWO HUNDRED AND EIGHTY-EIGHT THOUSAND, SIX HUNDRED AND SEVENTY-SIX DOLLARS (\$288,676.00) ("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 eighty (80) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before eighty (80) 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: GFC CONTRACTING By: _____ Kevin Whitener Regional VP 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> GFC Contracting Attn: Kevin Whitener, Regional VP 1130 Inwood Rd Dallas, Texas 75247 E: kwhitener@gomezfc.com

GovDox Colleyville Contract ID:
CSA_ED_August 20, 2024_Rev20230112

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.

Gomez Floor Covering, dba GFC Contracting
Dallas, TX United States

Certificate Number:
2024-1190254

Date Filed:
07/22/2024

Date Acknowledged:
08/08/2024

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.

BSV-2024-003
Interior finishes renovation Colleyville Justice Center

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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City of Colleyville

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BSV-2024-003
Interior finishes renovation Colleyville Justice Center

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Kevin Whitener, and my date of birth is 8/8/1979.

My address is 634 N Oak Cliff Blvd, Dallas, TX, 75208, USA
(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 22 day of July, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 8/20/2024

Number Resolution R-24-4962

Type Resolution

Department Engineering

Title

Approval of an amendment to the Construction Services Agreement with The Lawn Firm for the Tree Trimming Contract, in an amount not to exceed \$10,000, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

On December 19, 2023, City Council through Resolution R-23-4904 authorized a contract with The Lawn Firm in the amount of \$75,000 for Parkway Tree Removal and Replacement along creeks, arterial and collector roads as classified in the City of Colleyville 2015 Thoroughfare Plan. Typically, \$75,000 is a sufficient amount for the contract for the fiscal year. However, due to the extreme weather events that occurred in May which brought down a significant amount of trees throughout the area, the fund was utilized at a higher rate. Staff is requesting additional funding through the end of the fiscal year for ongoing tree maintenance.

Financial Impact

The funding source for the project is the Capital Projects Fund

Recommendation

Approve

Attachments

1. Contract Amendment 1

FIRST AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

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

WHEREAS, City and Contractor previously entered into a Contractor Services Agreement effective December 19, 2023, (the “Agreement”); and

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

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

1. The total compensation amount stated in Section 5(A) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of Eighty-Five Thousand Dollars (\$85,000.00).
2. Except as provided in Paragraph 1 above, the provisions of the Agreement remain in full force and effect without amendment.
3. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Contractor (the “Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on _____, 2024.

City of Colleyville, Texas

By: _____
Jerry Duca, City Manager

SIGNED AND AGREED by Professional on _____, 2024.

The Lawn Firm, Inc.

By: _____



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 8/20/2024

Number Resolution R-24-4962

Type Resolution

Department City Manager

Title

Approval of an Amended Interlocal Agreement between the City of Colleyville and the Grapevine Colleyville Independent School District for School Resource Officers, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

This item provides for an Amended Interlocal Agreement between the City of Colleyville and the Grapevine Colleyville Independent School District for School Resource Officers (SROs). The agreement substantively remains the same in that it provides for SROs at each GCISD campus within the City of Colleyville. The changes to the agreement include allowing for three (3) one-year renewal terms and additional language regarding funding for the SROs. Under the amended agreement, the District will pay for costs related to the SRO services in an amount not to exceed \$900,000 per year, and the City agrees to make one annual payment of \$900,000 to GCISD for school security and/or costs related to operating reinvestment zone project facilities in Colleyville TIRZ #1. The GCISD School Board approved the amended agreement at their meeting on July 29, 2024.

Financial Impact

Approval of this agreement will authorize expenditure of up to \$900,000 of TIF funds to fund SROs in Colleyville. Additional SRO expenditures are funded in the City's General Fund and/or CCCPD operating budget.

Recommendation

Approve

Attachments

1. Interlocal Agreement between GCISD and Colleyville for SROs

STATE OF TEXAS

COUNTY OF TARRANT

AMENDED INTERLOCAL AGREEMENT

This Amended Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Colleyville, Texas (“CITY”) and Grapevine-Colleyville Independent School District (“DISTRICT”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, the CITY and the DISTRICT entered into an agreement for the purpose of providing police services to DISTRICT by CITY on August 15, 2023 (“Original Agreement”), with an initial term commencing August 1, 2023 and ending July 31, 2024, with annual automatic renewals for additional one-year terms unless or until either party requests termination; and

WHEREAS, the CITY and the DISTRICT wish to proceed with the automatic renewal of the Original Agreement but amend the terms of the Original Agreement as set forth herein; and

NOW, THEREFORE, CITY and DISTRICT do hereby contract, agree, and covenant for good and valuable consideration the mutual promises and agreements made in the body of this agreement, as follows:

I. TERM; EARLY TERMINATION

A. This Agreement shall commence on August 1, 2024, and end July 31, 2025. It shall thereafter automatically renew annually for up to three additional one-year terms unless either party requests termination at least ninety (90) days in advance of the end of the term, in writing to

the other party.

B. Either Party may terminate the Agreement for convenience with one hundred twenty (120) days' written notice to the other Party. In the event the agreement is terminated prior to the end of the term year, the compensation provided in section IX shall be prorated to the date of termination.

II. AGREEMENT FOR SCHOOL RESOURCE OFFICERS

CITY agrees to assign police officers to serve as School Resource Officers ("SRO") at all DISTRICT campuses within the city limits of Colleyville. While nothing in this agreement shall require the CITY to provide continuous police presence at each school campus during every school day, and while the parties recognize that the SROs may need to be away from their designated campus for court appearances, administrative duties, arrest processing, paid-time off or other official duties as determined solely by the Chief of Police, it is the intent of the parties that the SROs will use their best efforts to be on their designated campuses school days during each school year. The CITY also agrees to use its best efforts to schedule training for the SROs on days and hours outside of the regular session school day and to ensure coverage when vacancies arise. DISTRICT shall notify the CITY no less than thirty (30) days before the beginning of the summer school session if any of the Colleyville school locations will be used for the summer session during that applicable term.

III. TRAINING AND EQUIPMENT

A. CITY shall provide all training and certifications required for the SROs to maintain their qualification as certified peace officers, State-required and Basic SRO training, a police vehicle, and other police equipment including communication equipment necessary to allow each SRO to communicate with the CITY'S Police Department and other officers.

B. As determined jointly by representatives from the DISTRICT and the CITY, additional training to be provided by the DISTRICT, may include school values and mission; Texas Penal Code Section 21.12(a) and the Educator Code of Ethics; child and adolescent

development; cultural competency; positive behavioral supports, strategies, and interventions; federal and state anti-discrimination and special education laws; the provisions of Texas law pertaining to the use of seclusion and restraint by school personnel; trauma informed practices; de-escalation techniques; threat assessments; compulsory attendance; suicide prevention; and school mental health.

C. DISTRICT shall provide all SROs with suitable office space, basic office furniture, a telephone, a DISTRICT e-mail address, and a DISTRICT radio. The SRO will be required to sign and comply with the DISTRICT Acceptable Use Agreement signed by all personnel regarding the use of the DISTRICT computer networks and internet access. As a user of the DISTRICT's network, each SRO will be required to complete the annual State-required online training related to cybersecurity topics, or provide proof of completion of said training through the CITY.

IV. DUTIES OF SCHOOL RESOURCE OFFICERS

A. The primary function of the SRO shall be to protect the safety of students and faculty, provide campus security, investigate criminal offenses, and plan and participate in law enforcement operations designed to prevent juvenile delinquency. Nothing contained herein shall restrict an SRO's method of response during investigations of criminal activity or response to behavior that violates criminal laws or threatens the safety of a student or others.

B. Specific Duties:

1. Checking and confirming that access points to the school grounds are locked during the school day and assisting in limiting access to the school grounds to authorized persons only. The parties understand that all cameras, doors, and locks shall be maintained by the DISTRICT;
2. Providing police protection of school property, personnel, and students. The parties understand that the SROs shall not be held responsible for securing school property or any damage to school property;
3. Patrolling school property during school hours;
4. Answering calls for assistance from school officials;

5. Investigating, detecting, and enforcing State and local criminal laws at DISTRICT campuses and facilities and student-related criminal activity off DISTRICT property, and serving as the liaison between the DISTRICT and the Police Department and other agencies of the juvenile justice system as determined by the Chief of Police, or their designee;
6. Making and preparing reports and documentation on criminal activities;
7. Making court appearances as necessary, related to events occurring within the officers' jurisdiction as addressed herein;
8. Answering calls and assisting with the facilitation of dispute resolution between students, students and school authorities, and parents and school authorities;
9. Being available as a resource person to lead a discussion or offer information on topics on which the officer has special competence due to law enforcement training;
10. Providing a high visibility crime deterrent on school property in order to effectively promote security and order in the schools;
11. Attending and assisting with school assemblies and special events during school hours (or at other times approved by the SRO Supervisor), when requested and available;
12. While on duty, assisting with traffic control and direction at assigned campuses. If traffic control and direction are needed during times the assigned SRO is off-duty or unavailable, the DISTRICT will notify the assigned SRO of the dates and times when such assistance is needed. The SRO shall contact the individual assigned at the CITY's Police Department to arrange for an officer to perform the traffic control and direction;
13. Being available to respond to a specific location upon request, when a school official is conducting a search of a student and the school official has reasonable grounds to believe that the search will discover evidence that the student has violated or is violating the law;
14. Attending meetings as requested by the DISTRICT and approved by the Chief of Police, or their designee; and

15. Completing other duties as requested by the DISTRICT and agreed upon by the Chief of Police, or their designee.

C. Specific limitations:

1. SROs may assist with, but shall not be specifically assigned to perform lunchroom duties, hall monitoring, bus duties, parking lot monitoring, or any other duties which would restrict an officer's ability to investigate or respond to threats to the school or criminal activity.
2. SROs will not enforce school rules, but may assist teachers and administrators on the designated campuses or on other DISTRICT properties in connection with the DISTRICT'S investigation of student discipline matters. SROs will not administer discipline under the DISTRICT'S Student Code of Conduct.
3. When School Administrators discuss school disciplinary matters with students or parents, SROs may be requested to preserve the peace. While in that capacity, a School Resource Officer will not intervene unless a criminal violation is identified or observed, or if, in the SRO's reasonable discretion, intervention is necessary to maintain the safety of those present.
4. Any disputes regarding assigned duties and responsibilities will be resolved between the District's Director of Emergency Management & School Security ("Director"), principal and the SRO's supervisor. Should an agreement not be reached, the dispute will be resolved between the Superintendent of the DISTRICT or Designee and the CITY'S Chief of Police or Designee.

V. CONFIDENTIALITY

A. In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and will not use education records (as that phrase is defined in DISTRICT

policy FL(Legal) and FERPA) or the information contained therein in connection with their police activities and duties without first obtaining the consents or authorizations required by FERPA. Copies of the DISTRICT policies FL(Legal) and FL(Local) are attached hereto as Exhibits A and B, respectively.

B. The DISTRICT designates the SRO a “school official” as provided in FERPA, and complimentary provision of the Texas Statutes. An SRO may be provided access to student records information maintained by the school district only as needed by the SRO to perform his or her duties as SRO. An SRO may also be granted access to student records information in the event of an emergency situation threatening the health and safety of a student or other individual. The SRO may only re-disclose student records information consistent with FERPA and Texas pupil records law.

C. Records created and maintained by a SRO for the purpose of ensuring the safety and security of persons or property in the school, district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by the SRO. (This provision does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by the SRO as specified in the Texas Statutes.)

VI. SCHOOL RESOURCE OFFICER DIRECTION AND SUPERVISION

A. Operational Supervision. The day-to-day operation and administrative control of the SRO will be the responsibility of the CITY’s Police Department. The City’s Chief of Police, or his/her designee, (hereinafter the “Chief”) may meet and confer with designated DISTRICT personnel from time-to-time to establish mutually agreeable operational policies for the SRO; provided, nothing in this Agreement shall affect the right and responsibility of the Chief to assign, reassign, replace, discipline or otherwise supervise the activities of any individual SRO. While the parties understand that continued assignment at a specific campus will be subject to maintaining a satisfactory working relationship with the DISTRICT administration and campus administration, nothing in this Agreement shall require the CITY to provide continuous twenty-

four (24) hour police presence on any particular DISTRICT facility nor shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours. The SROs will at all times remain responsible for carrying out all duties and responsibilities of a certified peace police officer for the State of Texas, and remain under the primary control and supervision of the CITY's Police Department.

B. SRO Supervision. Each SRO is assigned to an SRO Supervisor within the CITY's Police Department. The SRO Supervisor's responsibilities will generally include, without limitation, the following:

1. Serve as the liaison between DISTRICT administrative personnel and the CITY's Police Department;
2. Manage scheduling and work hours of the SROs, including all regular scheduling duties such as requests for leave, modifications to work schedules, extra assignments and overtime requests;
3. Review and approval of reports written by the SROs for school-related criminal offenses;
4. Manage all SRO conduct and/or disciplinary matters concerning violation of the Department's General Orders, policies, rules, regulations and/or directives. SRO Supervisors may request that the DISTRICT's Director and principal of the school provide formative and summative feedback to the SRO Supervisor to assist in evaluations; and
5. Engage and/or coordinate official law enforcement action on any criminal matter when appropriate.

C. Requests from DISTRICT. The principal may request specific assistance from SROs, and SROs shall endeavor to provide such assistance, except to the extent this agreement excludes such matters from the duties of SROs, or the SRO believes such request is contrary to law or principles of good judgment; and further, provided that no specific assignments can be made that would interfere with the officer's primary law enforcement, investigation, and security responsibilities. The principal or his/her designated representative and the District's Director shall

be notified by the assigned SRO of all custodial arrests or detentions that occur on the principal's campus. While SROs assist school officials as outlined in this agreement, they are first, and foremost, police officers and employees of the CITY of Colleyville.

VII. SCHOOL RESOURCE OFFICER PERFORMANCE

If the Director or a principal is not satisfied with the performance of the SRO assigned to his/her school, or has a concern regarding a specific incident, the principal should immediately contact the SRO Supervisor. The SRO Supervisor will handle the inquiry or complaint per the CITY Police Department's adopted policies. The DISTRICT will have no authority to discipline an SRO, or to take any other action other than to express concerns to the SRO Supervisor. All issues of discipline, termination, or transfer of an SRO shall remain the exclusive province of the CITY. The Superintendent and the Chief of Police or their designated representatives are authorized to establish and modify rules and procedures concerning the SRO's duties and schedule so long as they both agree on such changes in writing.

VIII. SCHOOL RESOURCE OFFICER WORK HOURS

CITY shall assign SROs to work during the school day. Specific work hours will be mutually agreed upon by the Director and campus school principal and SRO Supervisor.

IX. REMUNERATION FOR SERVICES

A. For the term of this Agreement, the DISTRICT and the CITY agree that the CITY will provide SROs to the DISTRICT for the following schools:

1. Colleyville Heritage High School
2. Bridges / VISTA
3. Bransford Elementary School
4. Colleyville Elementary School
5. O.C. Taylor Elementary School

6. Glenhope Elementary School
7. Colleyville Middle School
8. Heritage Middle School

B. DISTRICT shall pay CITY for costs related to the SROs services provided under this Agreement (including salary and benefits) in a total amount not to exceed \$900,000.00 per each term of this Agreement. Said costs shall be outlined in a detailed invoice submitted to DISTRICT on an annual basis. All invoices submitted herein shall be payable within thirty (30) days of the date of the applicable invoice. The SRO costs outlined herein shall not include Off-Duty Hours (as addressed in Section X herein), which shall be paid directly to the applicable SRO within thirty (30) days of such performance.

C. In recognition of the DISTRICT's challenge to fund the new state-mandated school security requirements, including the expanded SRO program, CITY agrees to make one payment of \$900,000.00 to GCISD during each term of this Agreement for use by GCISD for school security and/or costs related to operating reinvestment zone project facilities in Colleyville TIRZ #1.

X. REMUNERATION FOR SERVICES – OFF-DUTY HOURS

The Director or a Principal may request the SRO to work after-school, evening, or weekend events for purposes of security. DISTRICT will provide reasonable notice to the SRO of any requests to work after-school, evening, or weekend events. In the event the SRO is not available to work an after-school event, another CITY Officer will be provided. Officers will be directly compensated by the DISTRICT or affiliated organization, a minimum of three (3) hours at the off-duty rate.

XI. VENUE

The obligations of the parties are performable in Colleyville, Texas and if legal action is necessary to enforce same, exclusive venue shall be in Tarrant County, Texas.

XII. STATUS OF PARTIES

CITY shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the DISTRICT. CITY shall be solely responsible for the acts and omissions of its Officers, members, agents, servants, and employees. Neither CITY nor DISTRICT shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of Officers, members, agents, servants, employees, or trustees or the other. Nothing in this agreement shall waive any statutory or common-law immunity or defense of CITY or DISTRICT.

XIII. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without the written agreement of the parties to be attached to and made a part of this Agreement.

XIV. NOTICE

Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the party at the address set forth below:

If intended for CITY:

City of Colleyville

Attn: Michael C. Miller

Chief of Police

5201 Riverwalk Dr,

Colleyville, TX 76034

With copy to:

Whitt L. Wyatt

Wyatt Hamilton Findlay,

PLLC

5810 Long Prairie Road

Suite 700-220

Flower Mound, Texas 75028

With copy to:

City of Colleyville

Attn: Jerry Ducay

City Manager

100 Main Street

Colleyville, 76034

If intended for DISTRICT:	With copy to:	With copy to:
Grapevine-Colleyville	Leasor Crass, P.C.	Grapevine-Colleyville ISD
ISD	Attn: Mike Leasor	Attn: Paula Barbaroux
Attn: Superintendent	302 W Broad Street	Chief Operations Officer
3051 Ira E. Woods Avenue	Mansfield, Texas 76063	3051 Ira E. Woods Avenue
Grapevine, TX 76051		Grapevine, TX 76051

XV. AUTHORIZATION

The governing bodies of CITY and DISTRICT have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the CITY and DISTRICT to sign the Agreement on behalf of the governing bodies.

EXECUTED this _____ day of _____, 2024.

CITY OF COLLEYVILLE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Approved as to form:

City's Attorney

Approved by the Colleyville City Council on the _____ day of _____,
2024, by passage of Resolution Number _____.

EXECUTED this _____ day of _____, 2024.

GRAPEVINE-COLLEYVILLE INDEPENDENT
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Approved as to form:

District's Attorney



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 8/20/2024

Number Resolution R-24-4962

Type Resolution

Department City Manager

Title

Approval of the purchase and installation of basketball goal and wall pad equipment for the Colleyville Recreation Center north gym in the amount of \$63,595, and authorizing the City Manager to execute the documents

Explanation

Reading and Public Hearing

This item is for approval of basketball goals and wall pads in the smaller north gym of the Colleyville Recreation Center. The goals will match the existing goals in the newly renovated larger main gym at the Center. Currently, there is a ten week lead time for the basketball goals.

Financial Impact

Funding is identified in the Capital Improvement Plan.

Recommendation

Approve

Attachments

1. Goat Athletix Project Proposal



GOAT Athletix Inc.

18815 Hamish Road, Suite C • Tomball, TX 77377

Phone: 832-843-4331

www.goatathletix.com

Proposal

To: City of Colleyville
Attn: Mark Wood
Date: 8/7/2024
Re: Colleyville Rec Center Small Gym

GOAT Athletix, Inc. proposes to furnish and install the following equipment supplied by Draper Athletic Equipment Company.

Small Gym Basketball Equipment – 6 new goals W/ Nail Margin Pads

Total price, delivered and installed, excluding taxes:.....\$63,595.00

The following equipment is included in the above section:

- 6 ea. Draper # TF20 – Forward Folding Front Braced Basketball Backstops
 - The following equipment is included for the above basketball backstops
 - Draper # 503229 – Aut-O-Loc 2 Safety Strap
 - Draper # 503136 – Glass Rectangular Backboard
 - Draper # 5032xx – Bolt On Edge Padding
 - Draper # 503280 – Control System Electric Winch – ¾ HP 115V
 - Draper # 503091 – Plug Kit for Backstop Winch
 - Draper # 503040 – 180 Degree Tube Tie Breakaway Goal
 - Draper # 503104 – Control System Height Adjuster
- 30 ea. Draper # 50443x – 2x6 GreenGuard Flat Wall Pads – Z-Clip Mounting – Impact Rated Foam
- 1 ea. Draper # 503357 – EZ-Pad 3.0 Touch Pad
- 2 ea. Draper # 503358 – EZ-Pad 3.0 Relay Box

Exclusions:

- Blocking in walls for above equipment.
- Electrical.
- Graphics.
- Volleyball Equipment.
- Custom Powder coat. Standard in Black or White.

The above pricing is good until **11/1/24** and is subject to final inspection of the work site. If you decide to proceed, please sign the quotation below and email back to me at that email listed below.

Grant Scheibel

Grant Scheibel

Accepted by:

Signature

GOAT Athletix, Inc.

Name _____

214-783-3118



GOAT Athletic Inc. Terms and Conditions

These terms and conditions are a component part of the of the attached proposal and constitute the entire agreement between GOAT Athletic Inc. By signing the proposal Customer acknowledges they understand and accept together the proposal and the terms and conditions. All work shall be done according to the proposal unless otherwise provided in writing by GOAT Athletic Inc. Applicable taxes are not included unless otherwise stated in the proposal. Tax exempt entities agree to submit tax exemptions certificates. For Material Only Contracts: Responsibility for unloading, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claims for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. GOAT Athletic Inc. reserves the right to revoke this offer prior to acceptance. Customer agrees by signing to grant authority to credit bureaus to release credit history information for the purpose of establishing credit with GOAT Athletic Inc. GOAT Athletic Inc. may if payment for work performed by GOAT Athletic Inc. will pass thru from a third party require a credit application, joint check agreement wit the property owner/and user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for sservices performed by GOAT Athletic shall be held in trust and first paid to GOAT Athletic Inc. for material and labor costs paid by GOAT Athletic Inc.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from GOAT Athletic Inc. and Customer.

Engineering

All engineering, proposal drawings, specifications shall represent GOAT Athletic Inc.'s investment in engineering skill and development and remain the property of GOAT Athletic Inc. Such are submitted with the understanding the information will not be disclosed or used in any way detrimental to GOAT Athletic Inc.'s interest.

Codes

Customer, architect, and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. GOAT Athletic Inc. does not provide professional liability or pollution insurance for any of these services. Costs for such services are not included in this proposal.

Insurance

GOAT Athletic Inc. maintains insurance and will provide certificates of insurance on coverage and limits as provided by its insurance policy if requested. No other insurance coverage is provided including waiver of subrogation or additional named insured.

Site Conditions

Flooring Projects - A level and clean sub-floor shall be provided or as required by GOAT Athletic Inc and MFMA. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of GOAT Athletic Inc. shall entitle GOAT Athletic Inc. to an equitable adjustment of time and contract price.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide GOAT Athletic Inc. with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to GOAT Athletic Inc. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate eletrical power, lighting, water and restrooms facilities during installation, Customer shall provide area that is free and clear and prepared for installation.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, Customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle GOAT Athletix Inc. In addition to all other rights to suspend all work and shipments and shall further entitle GOAT Athletic Inc. to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against GOAT Athletix Inc. due to causes for which GOAT Athletix Inc. is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due GOAT Athletix Inc. may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. GOAT Athletix Inc. reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Texas.

Cancellation

An officer of GOAT Athletix Inc. must approve cancellation requests in writing. In order to compensate GOAT Athletix Inc. for its investment in engineering, time processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the costs of materials produced or in production, labor or other service performed, freight, taxes and any other out of pocket expenses incurred by GOAT Athletix Inc.

Liability

GOAT Athletix shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. GOAT Athletix Inc. shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. GOAT Athletix Inc. indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of GOAT Athletix, Inc., its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Disputes

Customer and GOAT Athletix Inc. hereby agree disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Texas.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY GOAT ATHLETIX INC.

Signature _____

Name _____

Date _____



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4g

Agenda Date 8/20/2024

Number Resolution R-24-4962

Type Resolution

Department City Manager

Title

Approval of a contract with Supercap Southwest in the amount of \$60,034 for the Colleyville Recreation Center north gym floor leveling, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

This item will provide for floor leveling at the Colleyville Recreation Center north gym. The City is combining a previous small gym with a former student worship area to create one larger seamless gym. The gym will be used for basketball, volleyball, and pickleball. The student worship room is approximately 2.125 inches higher, and floor leveling is needed to make one cohesive surface.

Financial Impact

Funding is identified in the Capital Improvement Plan.

Recommendation

Approve

Attachments

1. Supercap Southwest Proposal

Bid Proposal



Customer: City Of Colleyville			Quote #:		Date: 7.29.24	
Location: 100 Main Street			Job Name: City of Colleyville Recreation Center			
			Delivery Location:			
City: Colleyville	State: Tx	Zip: 76034	City: Colleyville	State: Tx	Zip: 76034	
Phone: 512-923-9589	Fax:		On site project manager: Mark Wood			
Contact name: Mark Wood			Phone:			
Contact e-mail:			Drawing:		Addendum #:	

Furnish & Install Laticrete Supercap Underlayment with Patented Pump Truck Technology

Scope of Work: Supercap SC500 at an average depth of 2 1/8" to achieve flat and smooth from the benchmark provided by the GC or flooring installer. Concrete blasting is not included. Clean concrete, prime, and pour SC500 SLU. Anything poured over the nominal 2 1/8" will be an upcharge. All work will be done during regular business hours. One complete phase for the 3,280 sf is accounted for.

Consisting of Floors: 1

Total Floor SF: 3,280 @ 2 1/8"

WORK SHALL BE ACCOMPLISHED FOR THE SUM OF..... \$56,534.00
SALES TAX \$ 0.00**
GRAND TOTAL \$56,534.00

Add alternate #1- Shot Blasting.....\$3,500.00

Project Requirements: Gc to provide all required Permits and power if required. 220v / 60amp / Three Phase Power. Adequate water supply and dumpster to receive the left-over pallets and bags from material. Areas to be swept and clear of construction trash. Lighting provided in area to be poured.

Exclusions: Any permits. Providing dumpster to receive pallet and supersack trash. Overtime.

Note: **All applicable sales taxes are not included in the pricing above and sales tax exemption certificate is required from the Prime contractor. After hours, weekend, holiday and premium hours are not included in this proposal.

Supercap Southwest does not take responsibility for underlayment that leak through or under metal track that is concealed by sheetrock or other hidden penetrations.

SUPERCAP SOUTHWEST, LLC IS A LICENSED LATICRETE SUPERCAP APPLICATOR

Terms: Payment Due Net 30 Days from pour date

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above Specifications will involve extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature **Richard Garcia** 203 464-3138 r.garcia@supercapsouthwest.com

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: Signature _____ Date _____

Pricing good for work installed in 2024, assume a possible price increase of in 2025.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 8/20/2024

Type Report

Department Finance

Title

Monthly Financial Report - July 2024

Explanation

This item provides for Finance Director Matt Poston to review the monthly financial report for July 2024.

Attachments

1. Monthly Financial Report Presentation - July 2024
2. July 2024 Monthly Budget vs Actual Report



Monthly Financial Report July 2024

City Council Meeting
August 20, 2024

General Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 28,554,942	\$ 27,195,906	95.2%	\$ 25,404,421	96.9%
Expenditures	27,263,762	21,645,590	79.4%	19,533,078	77.2%
Total	\$ 1,291,180	\$ 5,550,316		\$ 5,871,343	

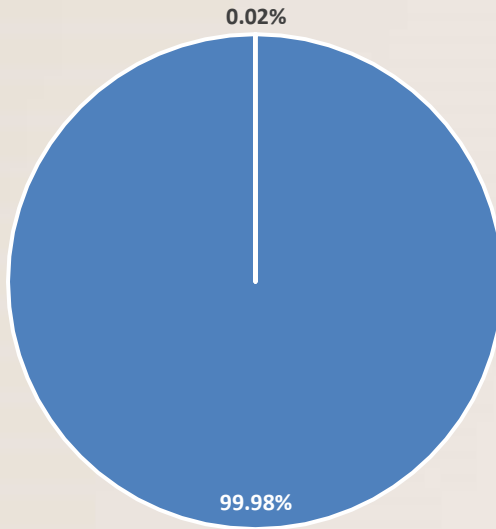
% of year Completed: 83.3%

% of Budget Spent: 79.4%

Property Tax Collections



Cummulative Collections vs. Budget



■ Collected ■ Remaining

FY 23/24 Rate:

- M&O – \$0.251399
- I&S – \$0.009593

Total Rate –
\$0.260991/\$100

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Current Taxes	\$ 17,032,634	\$ 17,028,697	99.98%	\$ 15,722,664	99.66%

Sales Tax: Ten-Year History



Fiscal Year	City Collections	% Change
2013/14	\$3,351,728	9.04%
2014/15	3,456,800	3.13%
2015/16	3,727,508	7.83%
2016/17	3,750,749	0.62%
2017/18	3,898,740	3.95%
2018/19	3,889,583	-0.23%
2019/20	4,200,061	7.98%
2020/21	4,787,850	13.99%
2021/22	5,175,384	8.09%
2022/23	5,275,999	1.94%

10-year Change: \$1,924,271
Compound Annual Growth Rate: 5.17%

City collections (1.00%) only, includes year-end audit adjustment for accrual

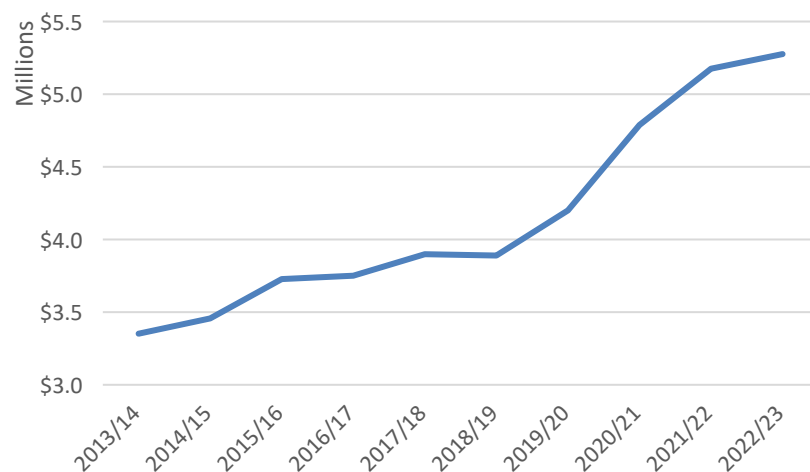
Sales Tax Rate:

- State – 6.25%
- City – 1.00%
- CCCPD – 0.50%
- CEDC – 0.50%

Total Rate – 8.25%

The total local portion of sales tax cannot exceed 2.00%.

Sales Tax Collections

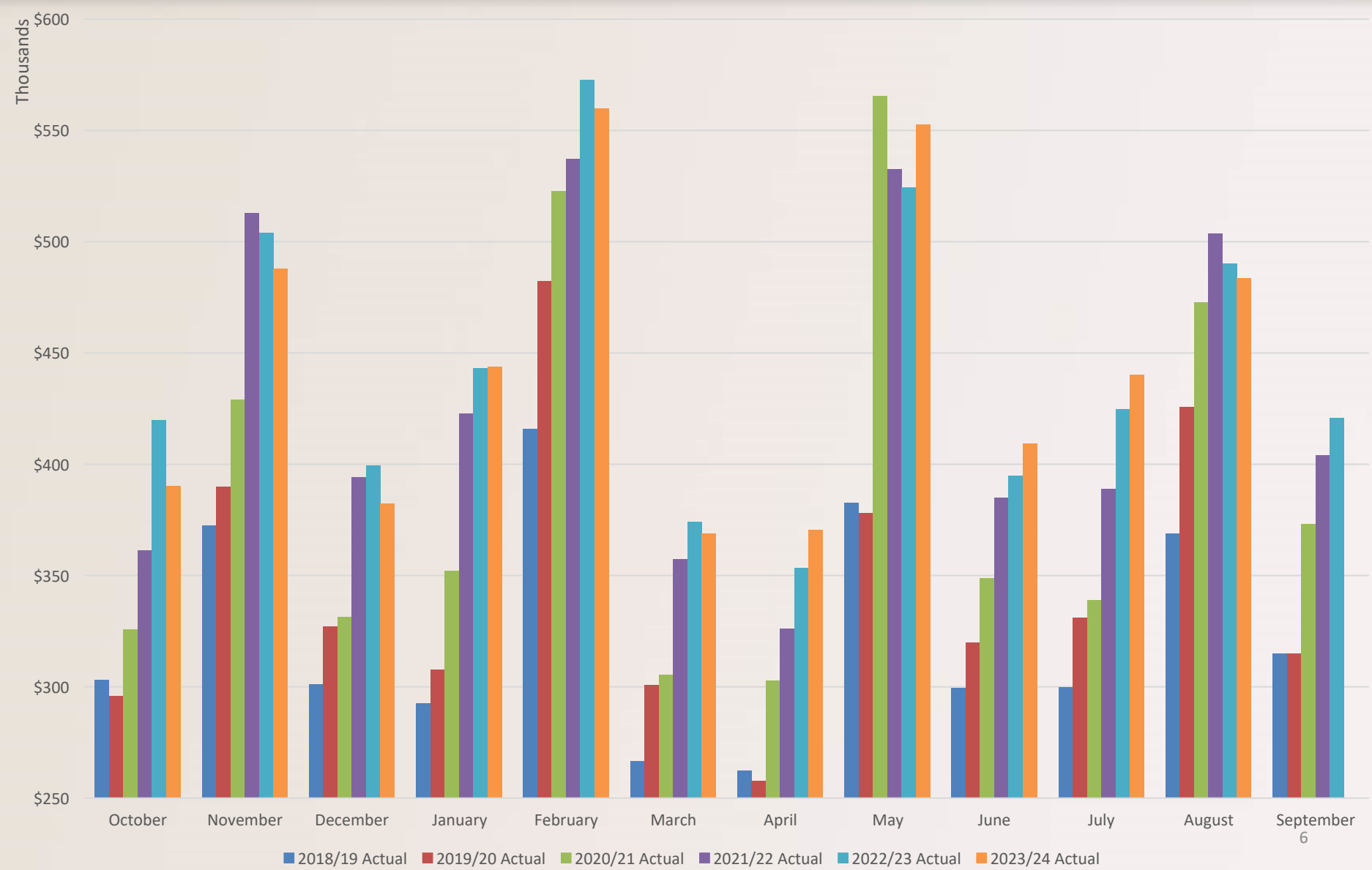




Sales Tax: Current Year Collections

Collections Month	Sales Month	2022/23 Actual	2023/24 Actual	Increase/ (Decrease)	% Change
October	August	\$ 419,885	\$ 390,305	\$ (29,580)	-7.04%
November	September	503,899	488,030	(15,869)	-3.15%
December	October	399,505	382,458	(17,047)	-4.27%
January	November	443,160	443,954	794	0.18%
February	December	572,573	559,919	(12,654)	-2.21%
March	January	374,024	368,924	(5,100)	-1.36%
April	February	353,491	370,650	17,159	4.85%
May	March	524,468	552,675	28,207	5.38%
June	April	394,774	409,431	14,657	3.71%
July	May	424,700	440,355	15,655	3.69%
August	June	490,319	483,624	(6,695)	-1.37%
Total		\$ 4,900,799	\$ 4,890,325	\$ (10,473)	-0.21%

Sales Tax: Comparative Collections





Sales Tax: Benchmark (July Collections)

	Net Payment This Period		Comparable Payment PY		% Change	Payment YTD		PY Payment YTD	% Change	
Bedford	\$	1,416,071	\$	1,437,806	-1.51%	\$	10,793,846	\$	10,570,369	2.11%
Colleyville		725,073		735,111	-1.37%		5,441,578		5,363,583	1.45%
Eules		2,541,184		2,412,806	5.32%		16,853,379		16,911,087	-0.34%
Grapevine		5,516,070		5,466,095	0.91%		42,835,354		39,878,589	7.41%
Hurst		1,629,665		1,656,925	-1.65%		12,470,303		12,651,441	-1.43%
Keller		1,442,070		1,610,848	-10.48%		11,053,581		11,009,223	0.40%
North Richland Hills		1,940,936		1,967,133	-1.33%		13,946,462		13,756,492	1.38%
Southlake		3,353,269		3,433,115	-2.33%		26,857,561		27,182,914	-1.20%

Note: Colleyville Collections above include both City General Fund and CEDC collections

Utilities Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 24,102,616	\$ 17,574,677	72.9%	\$ 16,844,872	87.4%
Expenditures	24,102,616	15,749,149	65.3%	13,831,357	71.4%
Total	\$ -	\$ 1,825,527		\$ 3,013,515	

% of year Completed: 83.3%

% of Budget Spent: 65.3%

TRA			City		
	FY 23/24 Budget	FY 23/24 YTD		FY 23/24 Budget	FY 23/24 YTD
Revenues	\$ 19,889,768	\$ 12,326,058	Revenues	\$ 4,212,848	\$ 5,248,618
Expenditures	19,889,768	12,044,699	Expenditures	\$ 4,212,848	3,704,450
Total	\$ -	\$ 281,359		\$ -	\$ 1,544,168

Drainage Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 1,482,143	\$ 1,245,448	84.0%	\$ 872,899	83.5%
Expenditures	738,386	612,485	82.9%	532,496	73.8%
Total	\$ 743,757	\$ 632,963		\$ 340,403	

% of year Completed: 83.3%

% of Budget Spent: 82.9%

Hotel Tax (HOT) Fund Performance



	FY 23/24 Budget		FY 23/24 YTD		% of Budget	FY 22/23 YTD		FY 22/23 % of Budget
Revenues	\$	202,000	\$	173,368	85.8%	\$	158,781	57.7%
Expenditures		188,532		190,866	101.2%		246,213	90.0%
Total	\$	13,468	\$	(17,497)		\$	(87,431)	

% of year Completed: 83.3%

% of Budget Spent: 101.2%

Debt Service Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 1,238,871	\$ 1,212,917	97.9%	\$ 623,375	102.4%
Expenditures	1,235,460	1,245,535	100.8%	749,860	97.5%
Total	\$ 3,411	\$ (32,618)		\$ (126,485)	

% of year Completed: 83.3%

% of Budget Spent: 100.8%

Questions?



- For questions or comments regarding this presentation, please contact:

Matthew Poston

Director of Finance

City of Colleyville, TX

mposton@Colleyville.com

817-503-1014

MEMO



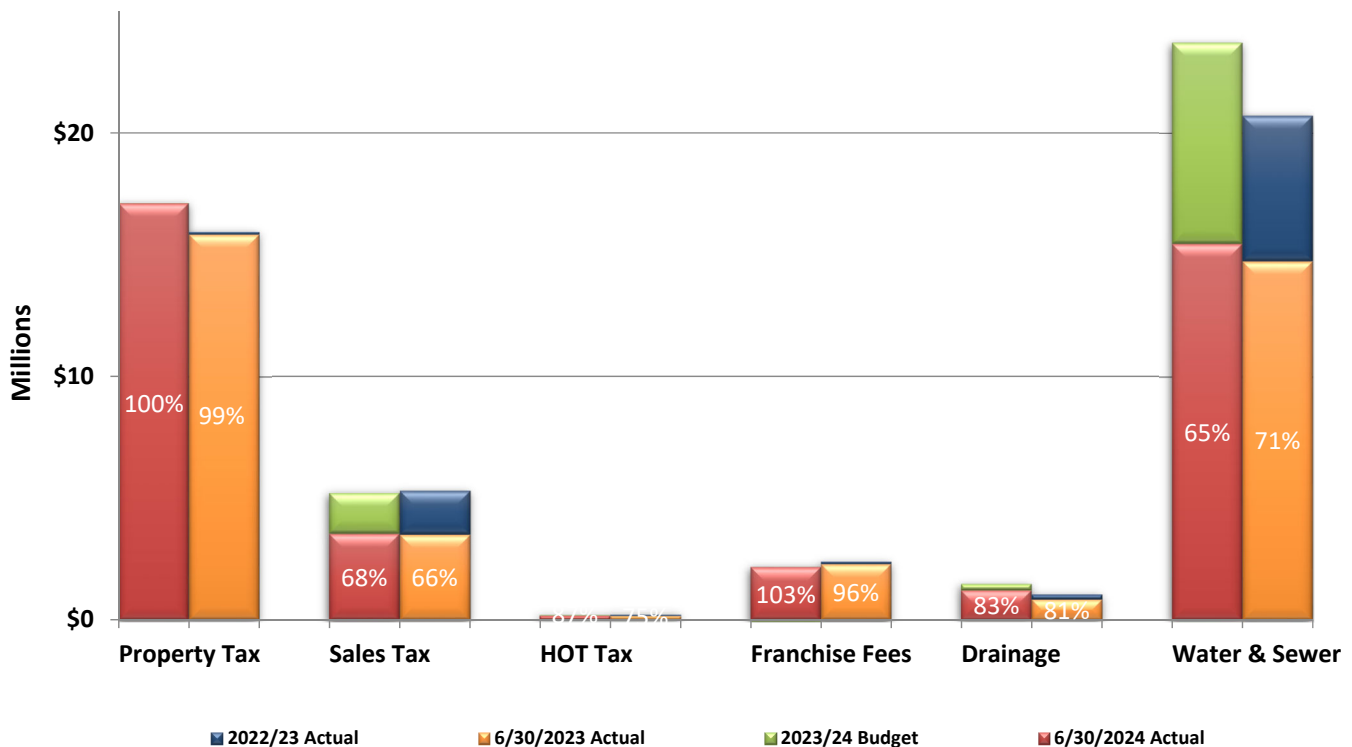
To: Mayor and City Council
From: Matthew Poston, Director of Finance
Date: August 12, 2024
Subject: Monthly Budget vs. Actual as of 7/31/24

Below is a summary of the budget vs. actual for the City of Colleyville for fiscal year 2023/24 through July.

Major Revenue Outlines:

- Property taxes – Collected 99.9% of the fiscal year's budget, amounting to \$17.1 million.
- Sales tax – Collections for August (reflecting June purchases) decreased by -1.37% year-over-year.
- Hotel Occupancy tax – Achieved 86.7% of the fiscal year's budget, totaling \$173 thousand.
- Franchise fees – Garnered 103.4% of the fiscal year's budget, equaling \$2.2 million.
- Water and Sewer sales – Collections stand at 65.2% of the fiscal year's budget, reaching \$15.5 million.
- Drainage fees – Achieved 82.6% of the fiscal year's budget, with total collections at \$1.2 million.

City of Colleyville Revenues at July 31



Expenditure Updates:

- General Fund – Expenditures total \$21.6 million, or 79.4% of the annual budget. This aligns with the 83.3% progression of the fiscal year, indicating spending is on target.
- Utilities Fund – Expenditures total \$15.7 million, or 65.3% of the annual budget. This marks spending below expectations given the fiscal year's progression.
- Drainage Fund – Expenditures are at \$612 thousand, or 82.9% of the annual budget, aligning closely with the fiscal timeline.

A detailed monthly report is enclosed for your review. Please feel free to reach out should you have any questions or require further information.

City of Colleyville
Monthly Budget vs Actual Report
July 31, 2024

	FY 2023/24				FY 2022/23				
	Annual Budget	Actual Thru Mth	Variance Annual	% of Annual Bdg	Annual Actual	Actual Thru Mth	Variance Annual	% of Annual Act	% chg from PY
General Fund									
Current Taxes	17,032,634	17,028,697	3,937	100.0%	15,793,100	15,722,664	70,436	99.6%	8.3%
Delinquent	30,000	4,012	25,988	13.4%	48,969	28,553	20,416	58.3%	-85.9%
P&I	60,000	75,886	(15,886)	126.5%	79,873	71,944	7,930	90.1%	5.5%
Property Tax Total	17,122,634	17,108,595	14,039	99.9%	15,921,942	15,823,160	98,782	99.4%	8.1%
Sales Tax	5,180,876	3,528,367	1,652,510	68.1%	5,275,999	3,486,696	1,789,304	66.1%	1.2%
Oncor Electric	900,000	915,334	(15,334)	101.7%	932,573	932,573	-	100.0%	-1.8%
Tri-County Electric	140,000	191,546	(51,546)	136.8%	182,874	182,874	-	100.0%	4.7%
Atmos Gas	455,000	629,385	(174,385)	138.3%	678,419	678,419	-	100.0%	-7.2%
AT&T	15,000	11,582	3,418	77.2%	13,461	13,461	-	100.0%	-14.0%
Verizon/Others	12,000	8,195	3,805	68.3%	10,235	8,060	2,174	78.8%	1.7%
Refuse/Recycling	250,000	239,746	10,254	95.9%	303,788	226,808	76,979	74.7%	5.7%
Cable TV	325,000	171,763	153,237	52.9%	261,357	246,555	14,802	94.3%	-30.3%
Network Nodes	-	250	(250)	0.0%	250	250	-	100.0%	0.0%
Franchise Fees	2,097,000	2,167,800	(70,800)	103.4%	2,382,957	2,289,001	93,956	96.1%	-5.3%
GF Revenues	28,554,942	27,195,906	1,359,036	95.2%	28,314,989	25,404,421	2,910,568	89.7%	7.1%
GF Expenditures	27,263,762	21,645,590	5,618,172	79.4%	28,285,710	19,533,078	8,752,632	69.1%	10.8%
Utilities Fund									
Water - Base Rate	2,190,683	1,759,148	431,536	80.3%	2,171,138	1,612,887	558,252	74.3%	9.1%
Sewer - Base Rate	1,628,164	1,366,647	261,517	83.9%	1,566,422	1,325,565	240,857	84.6%	3.1%
Water - Volumetric Rate	16,027,206	9,034,364	6,992,841	56.4%	13,114,292	8,567,192	4,547,099	65.3%	5.5%
Sewer - Volumetric Rate	3,862,562	3,291,694	570,869	85.2%	3,854,630	3,231,632	622,999	83.8%	1.9%
Water & Sewer	23,708,616	15,451,854	8,256,762	65.2%	20,706,483	14,737,276	5,969,207	71.2%	4.8%
Utilities Revenues	24,102,616	17,574,677	6,527,939	72.9%	22,927,765	16,844,872	6,082,893	73.5%	4.3%
Utilities Expenditures	24,102,616	15,749,149	8,353,467	65.3%	23,072,007	13,831,357	9,240,649	59.9%	13.9%
Debt Service Fund									
Current Taxes	1,209,871	649,721	560,150	53.7%	591,268	589,049	2,219	99.6%	10.3%
Delinquent	2,000	245	1,755	12.3%	2,172	1,364	808	62.8%	-82.0%
P&I	2,000	2,951	(951)	147.5%	3,171	2,870	301	90.5%	2.8%
Property Tax Total	1,213,871	652,917	560,954	53.8%	596,611	593,283	3,327	99.4%	10.1%
DS Revenues	1,238,871	1,212,917	25,954	97.9%	630,006	623,375	6,631	98.9%	94.6%
DS Expenditures	1,235,460	1,245,535	(10,075)	100.8%	1,059,034	749,860	309,174	70.8%	66.1%
Drainage Fund									
Drainage Fee	1,457,143	1,203,889	253,254	82.6%	1,035,867	840,459	195,409	81.1%	43.2%
Drain Revenues	1,482,143	1,245,448	236,695	84.0%	1,075,984	872,899	203,084	81.1%	42.7%
Drain Expenditures	738,386	612,485	125,901	82.9%	1,108,270	532,496	575,774	48.0%	15.0%
Hotel Occupancy Tax (HOT) Fund									
HOT Tax	200,000	173,368	26,632	86.7%	211,461	157,782	53,679	74.6%	9.9%
HOT Revenues	202,000	173,368	28,632	85.8%	212,460	158,781	53,679	74.7%	9.2%
HOT Expenditures	188,532	190,866	(2,333)	101.2%	257,642	246,213	11,429	95.6%	-22.5%



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 8/20/2024

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

Second Reading and Public Hearing

The applicant was present and answered questions about drainage and the proposed church to remain. One citizen spoke during the public hearing.

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

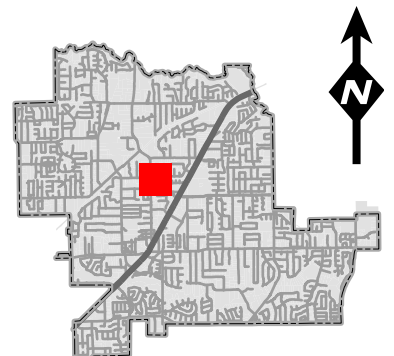


ZC24-009

6001 Pleasant Run Rd

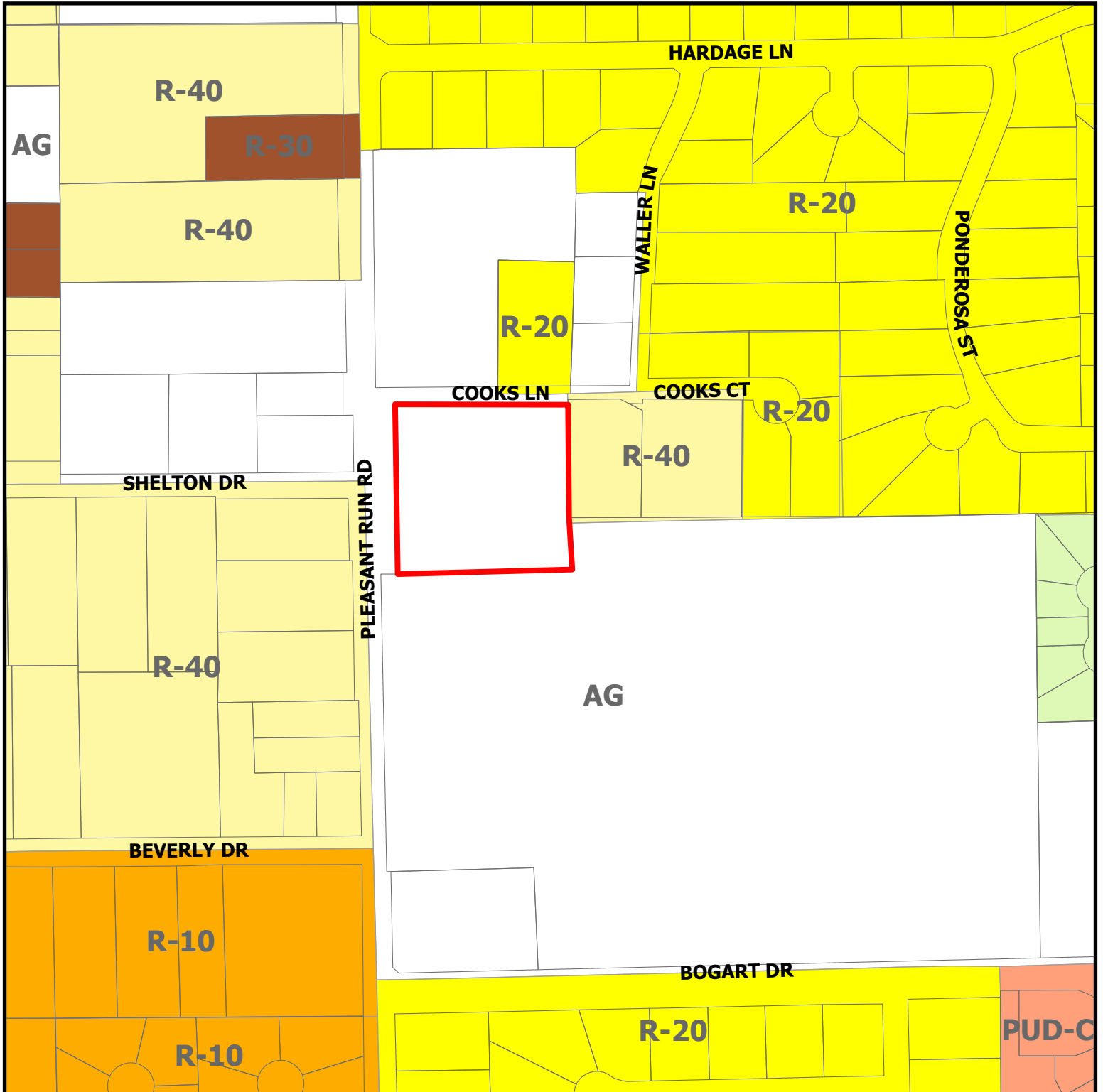


Subject Property



DISCLAIMER:
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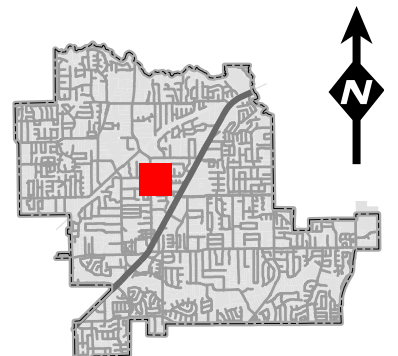
Zoning Map



ZC24-009

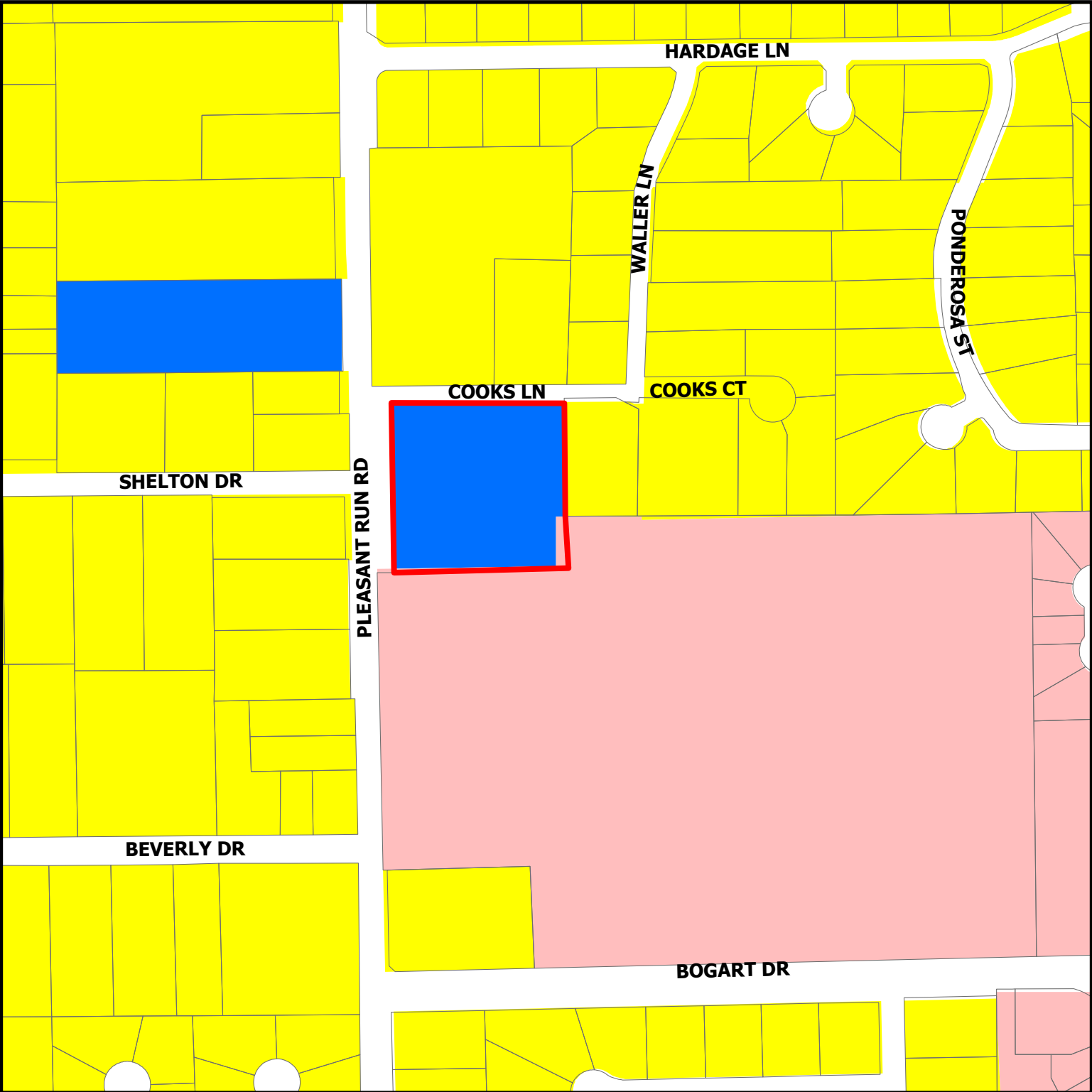
6001 Pleasant Run Rd

 Subject Property



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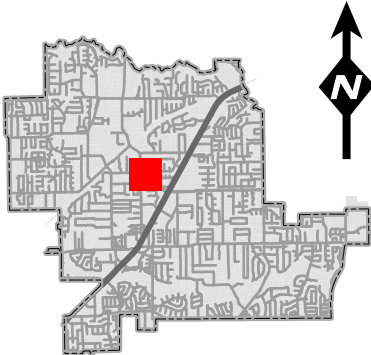
Future Land Use Map



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)

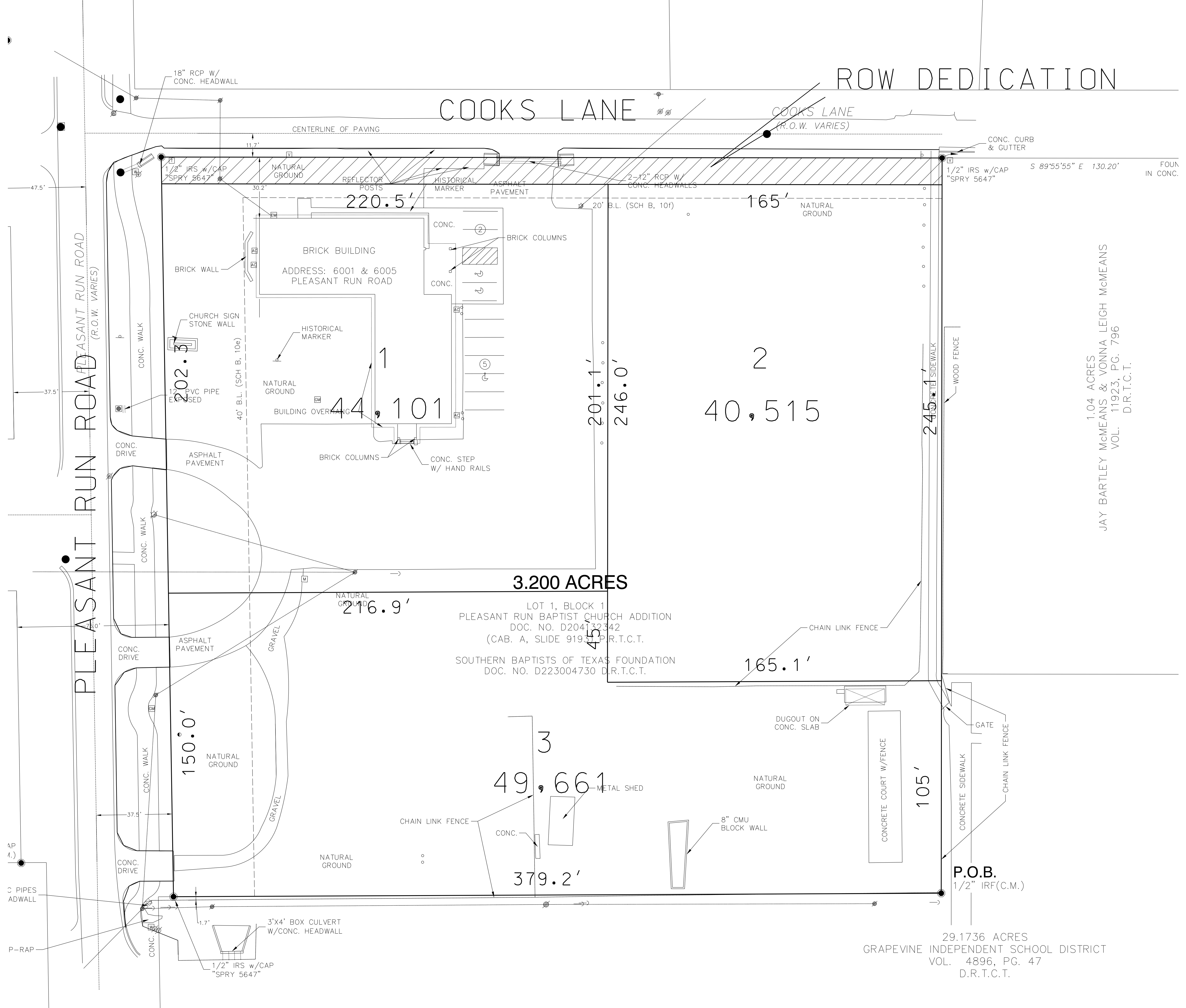
BEGINNING at a 1/2" iron rod found for the southeast corner of said Lot 1, Block 1, Pleasant Run Church Addition, common to an interior angle corner of 29.1736 acre tract, described in the deed to Grapevine Independent School District, recorded in Volume 4896, Page 47 in the Deed Records of Tarrant County,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



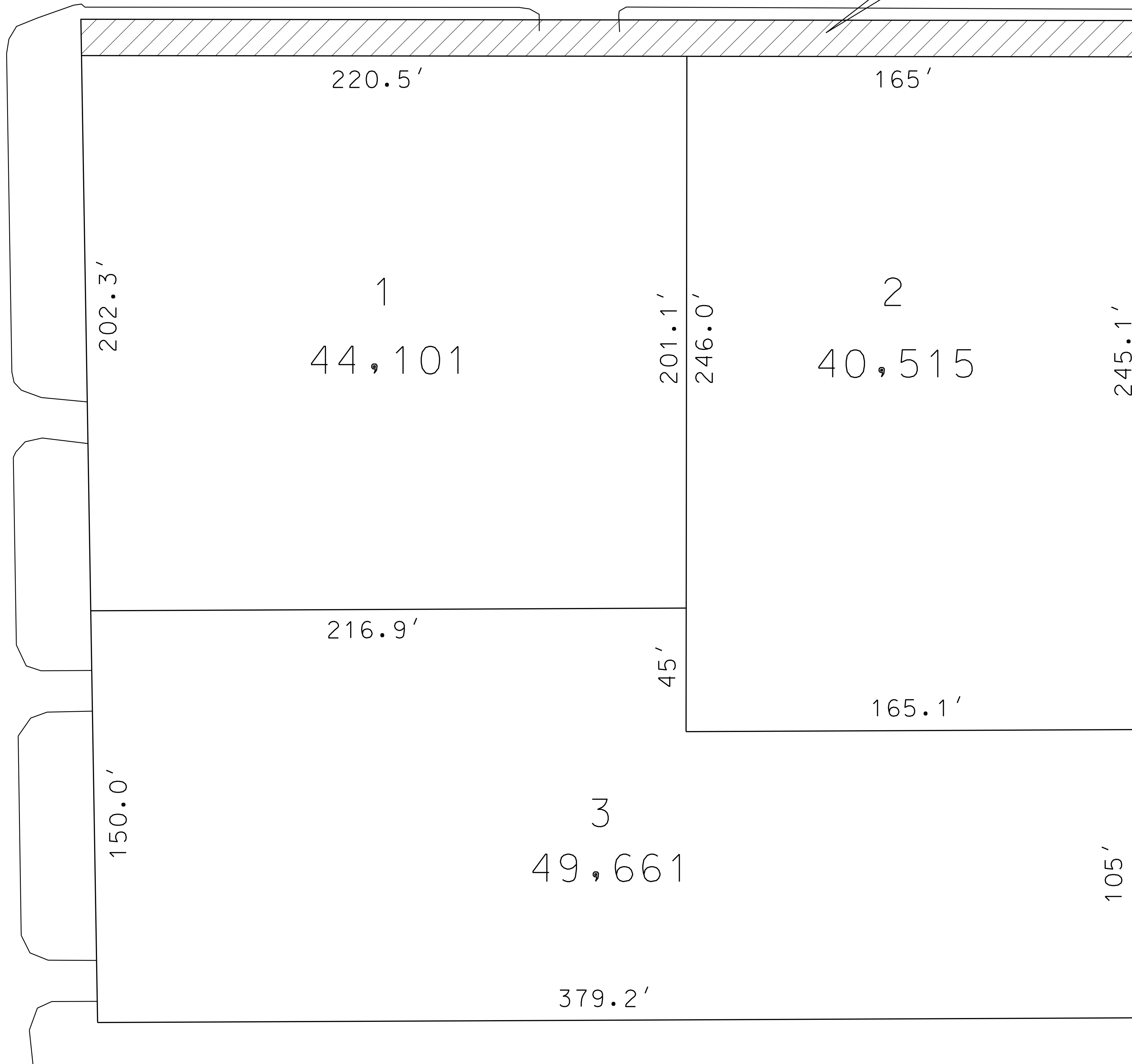
1.04 ACRES
JAY BARTLEY McMEANS & VONNA LEIGH McMEANS
VOL. 11923, PG. 796
D.R.T.C.T.

29.1736 ACRES
GRAPEVINE INDEPENDENT SCHOOL DISTRICT
VOL. 4896, PG. 47
D.R.T.C.T.

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

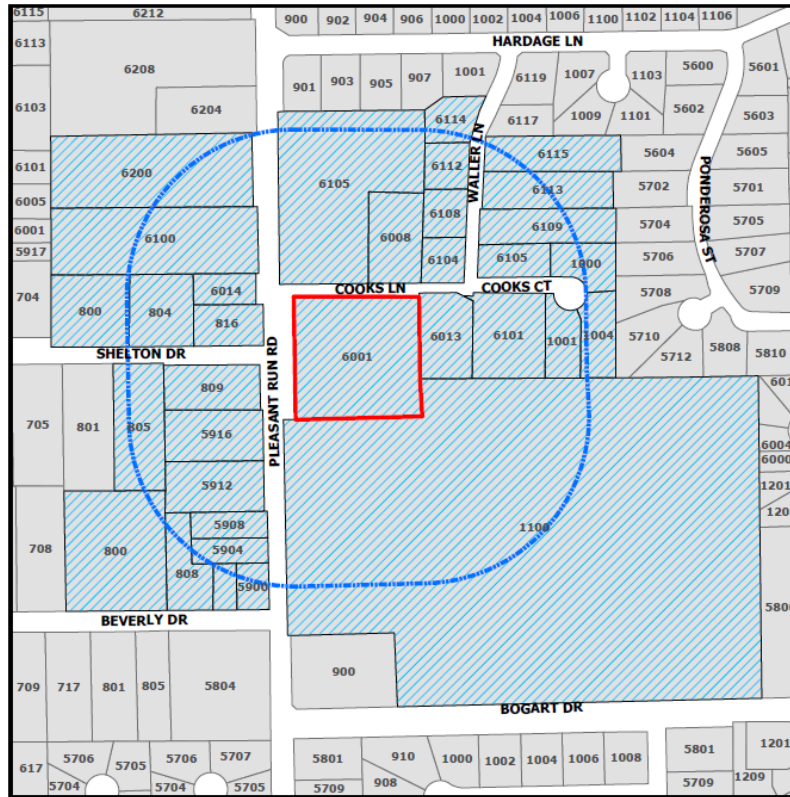
Present Zoning: AG Agricultural

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:

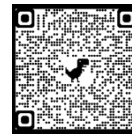
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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):

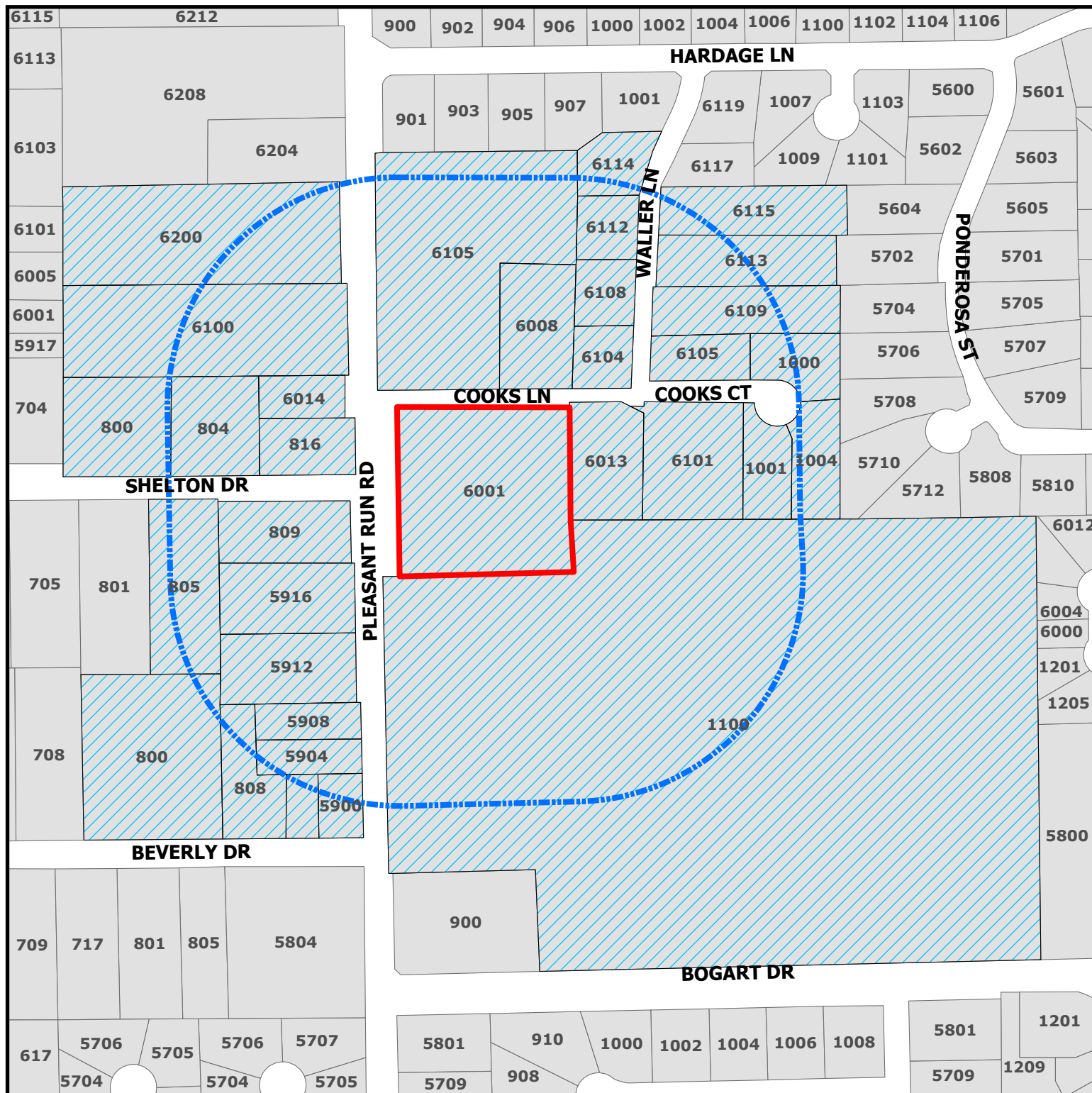


For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

Christopher Pham

Christopher Pham
Planner

Notification Map



ZC24-009

6001 Pleasant Run Rd

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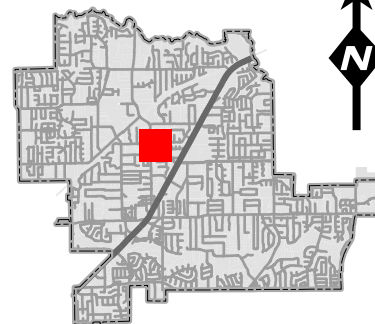
Parcels to be notified



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

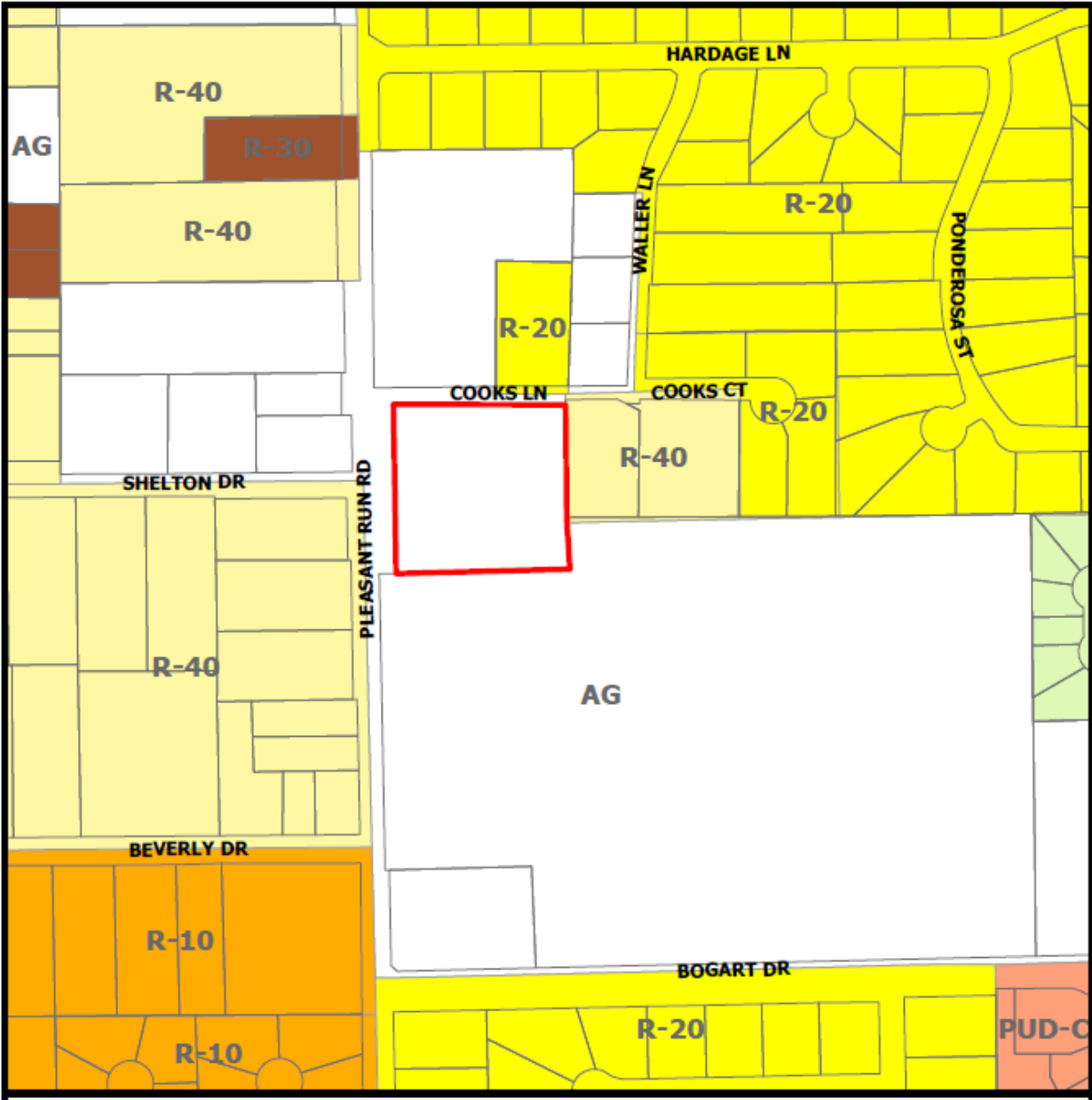
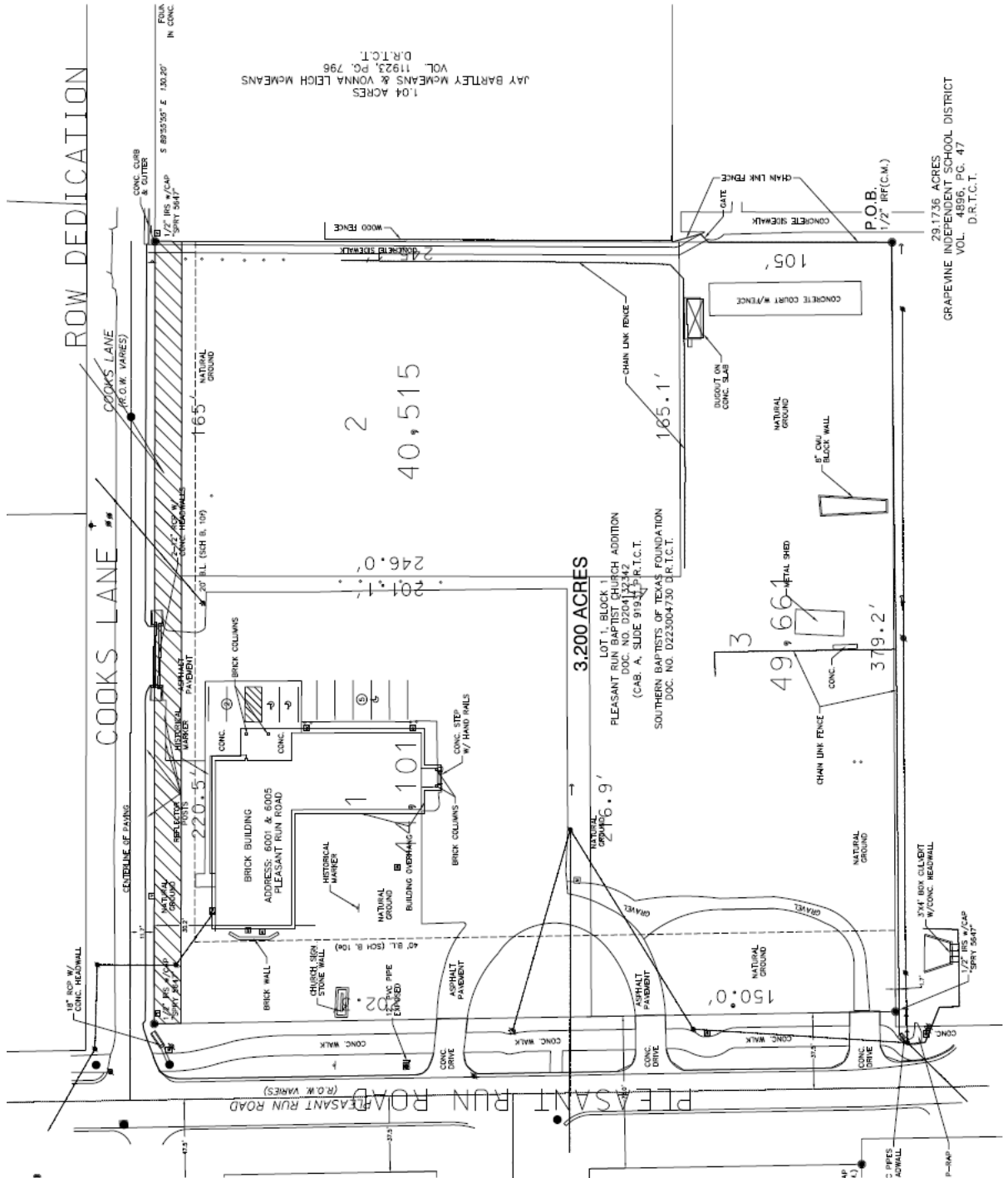


Exhibit "B" – Development Plan





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b

Agenda Date 8/20/2024

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

Second Reading and Public Hearing

The applicants spoke in favor of the request and answered questions from the Council. No one came forward to speak during the public hearing.

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

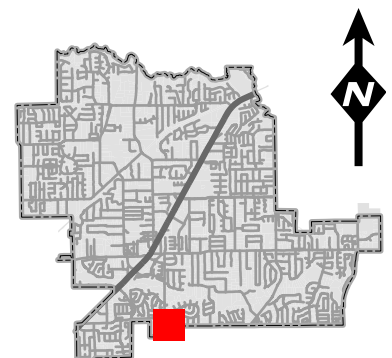
1009 Cheek Sparger Rd

DISCLAIMER:

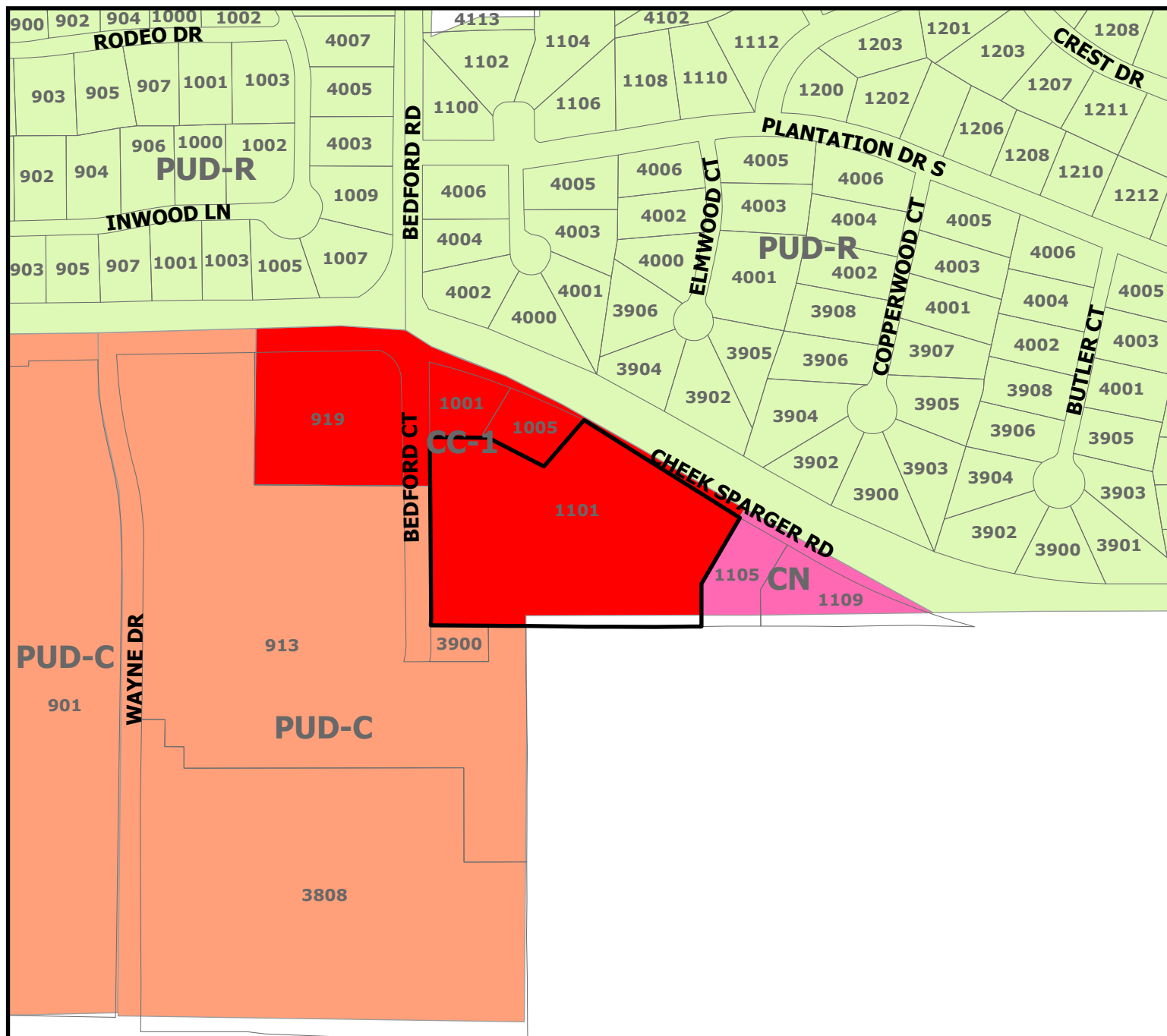
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map

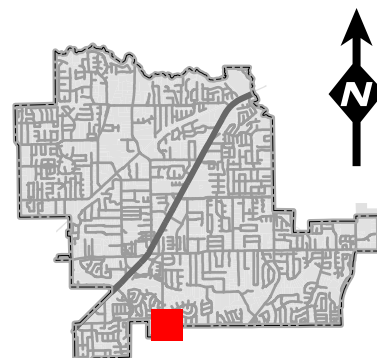


ZC24-011

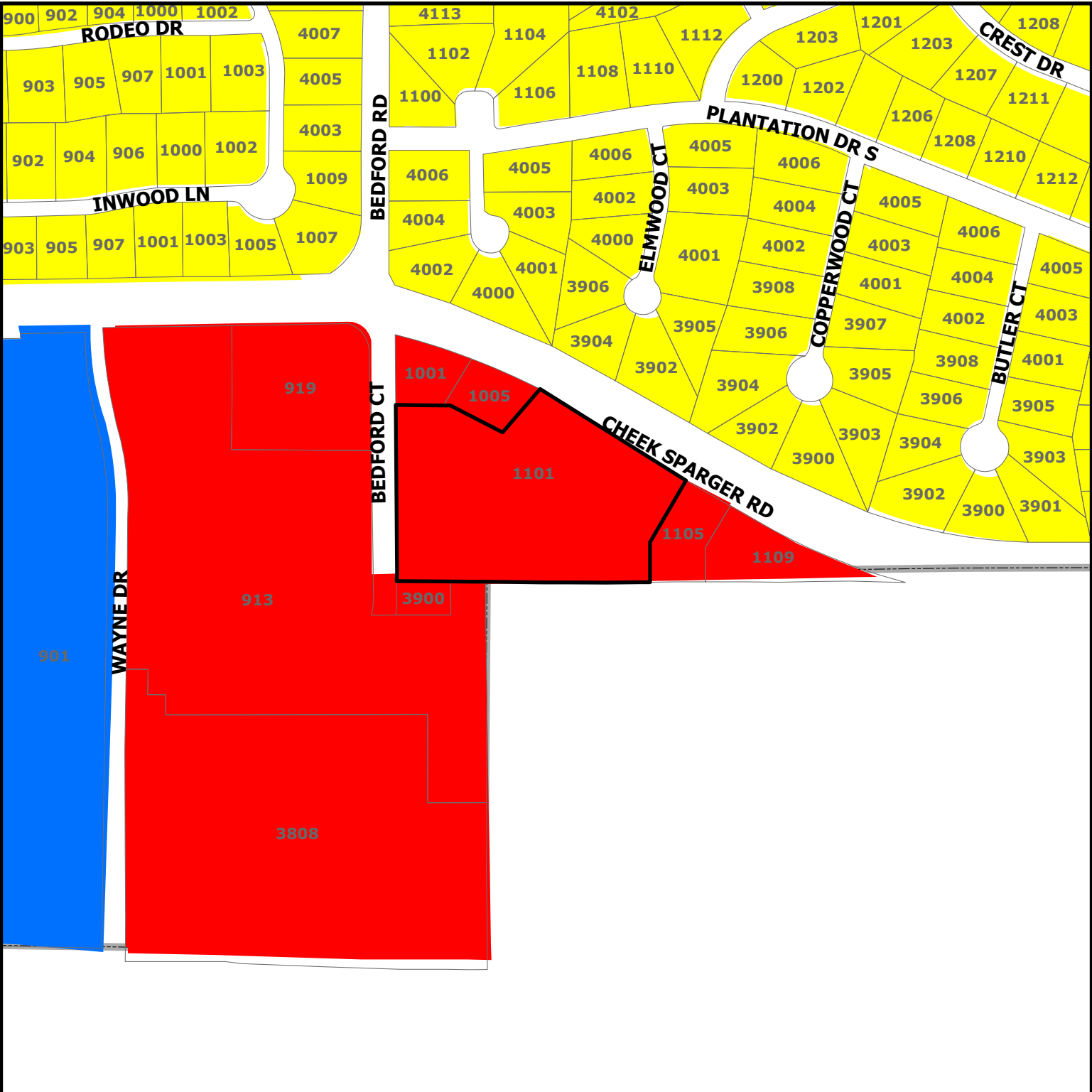
1009 Cheek Sparger Rd

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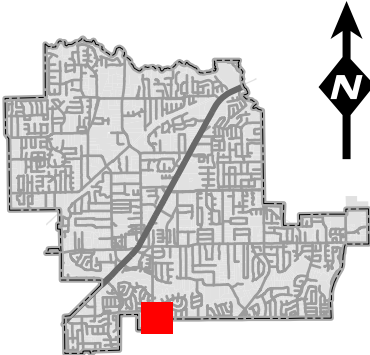
Future Land Use Map



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:

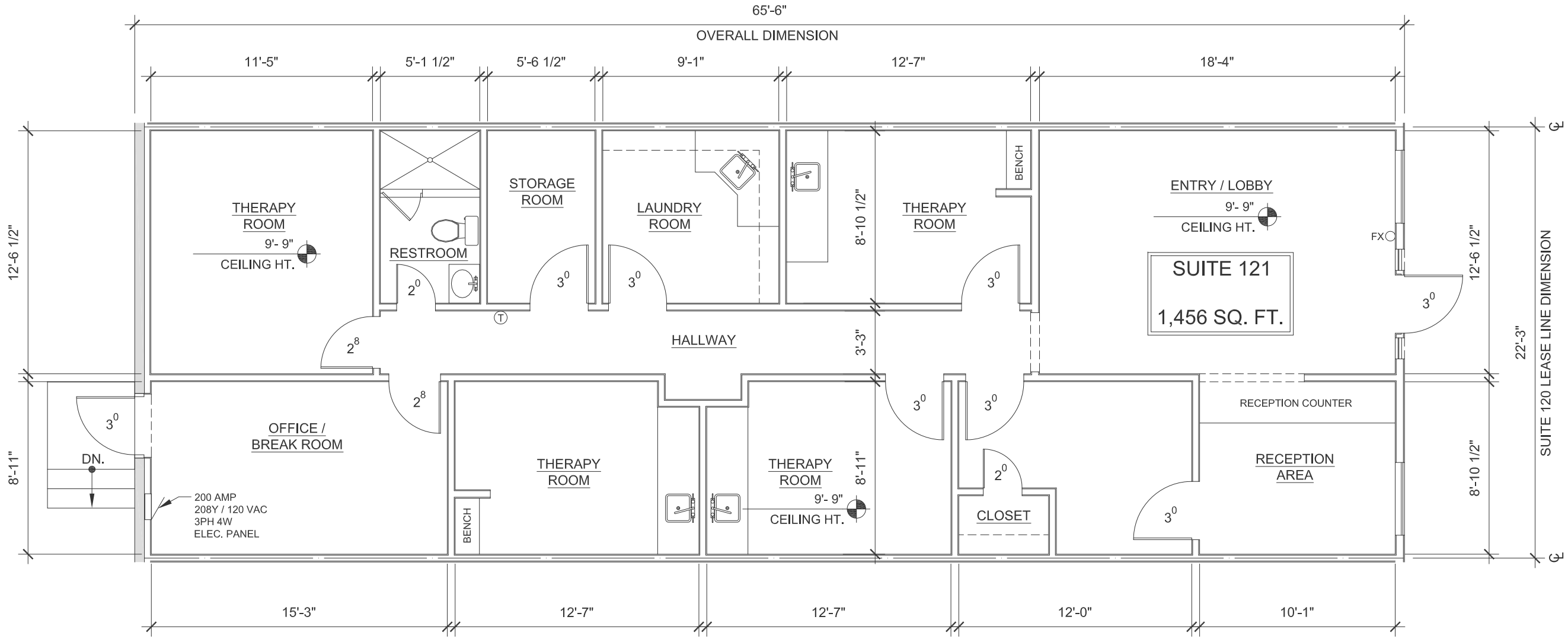
We invite members of the city council to explore the reputation of Deluxe Thai Massage by reviewing testimonials from satisfied clients, consulting with our landlord, and engaging with relevant authorities such as the city administration and the Roanoke police department. We are confident that these 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,

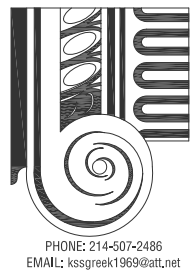
Sunisa Ingram
Owner
Deluxe Thai Massage & Wellness

C:\Project Work Files\Talley Projects\Talley - Tara Village - Colleyville\Drawings\Leasing\Lease Plan\ 102-03-01 Suite 121 Leasing Plan 01-01.dwg , Plotted on: Mar 31, 2023



SUITE 121 LEASING FLOOR PLAN

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



ISSUED
3-31-23

NOT FOR CONSTRUCTION
THIS DRAWING MAY NOT BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
KONSTANTINOS SOTIROPOULOS
TEXAS REGISTRATION NO. 12570

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

Project No.: 102.03.01

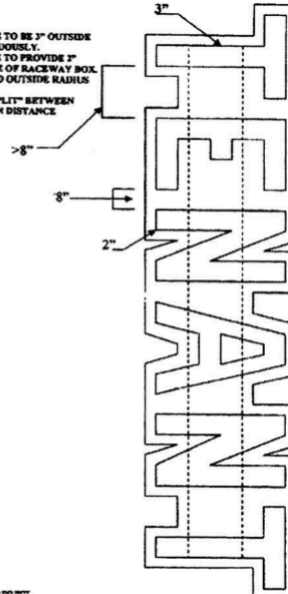
SHEET
LP

Signage

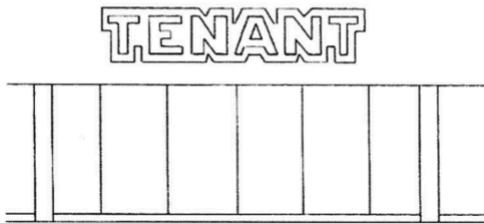
We are currently in the process of developing a new logo for our massage establishment located at 1109 Cheek-Sparger Road. Upon its finalization, our signage will be brought into compliance with the stipulated regulations set forth by the city. A representative example of the template to be adhered to 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".

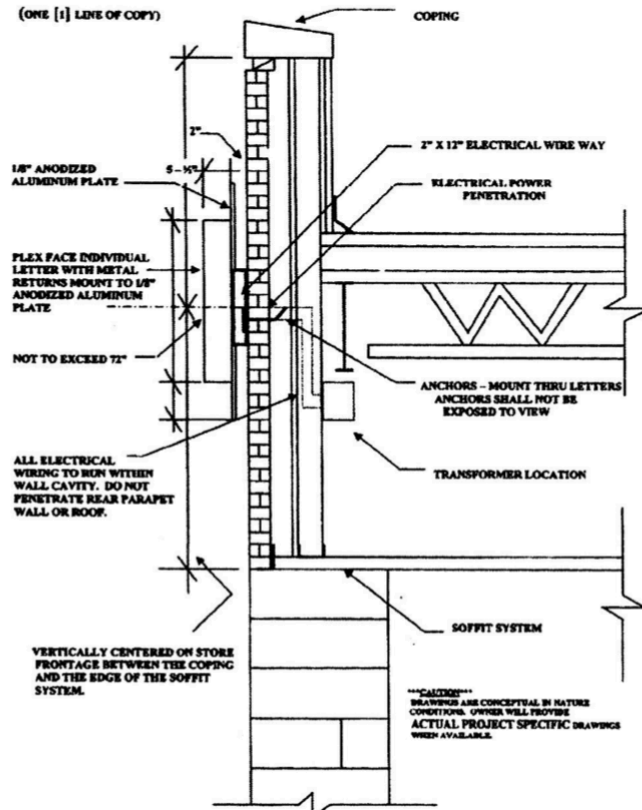


Signage Illustration 2



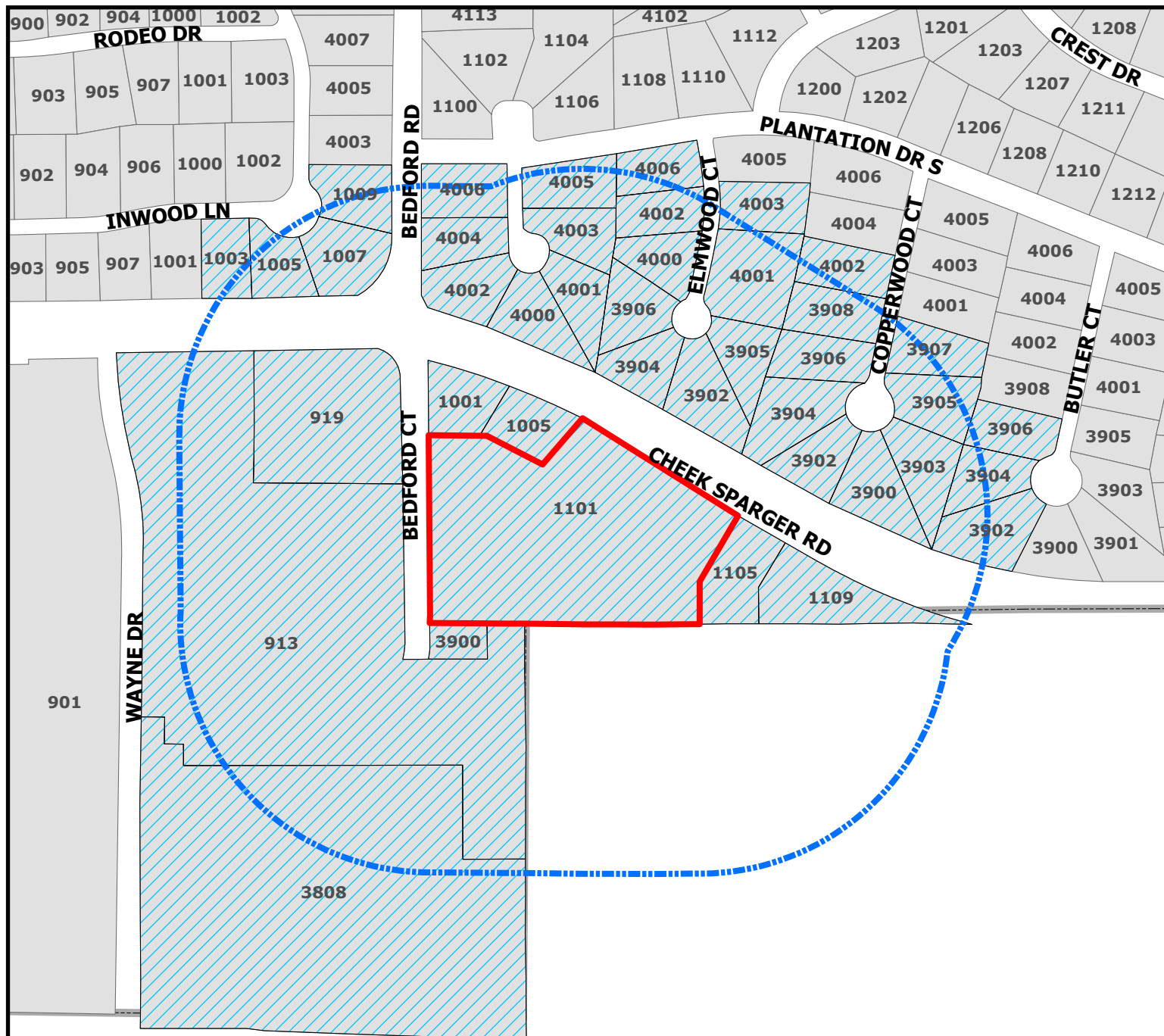
Signage Illustration 3

(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

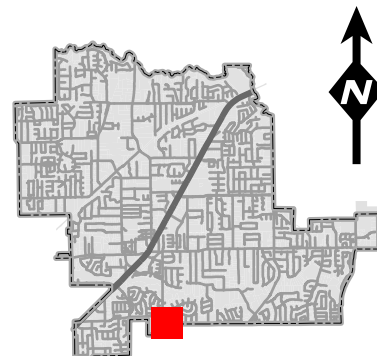


DISCLAIMER:
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ZC24-011

1009 Cheek Sparger Rd

-  Parcels to be notified
 Buffer
 Subject Property





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

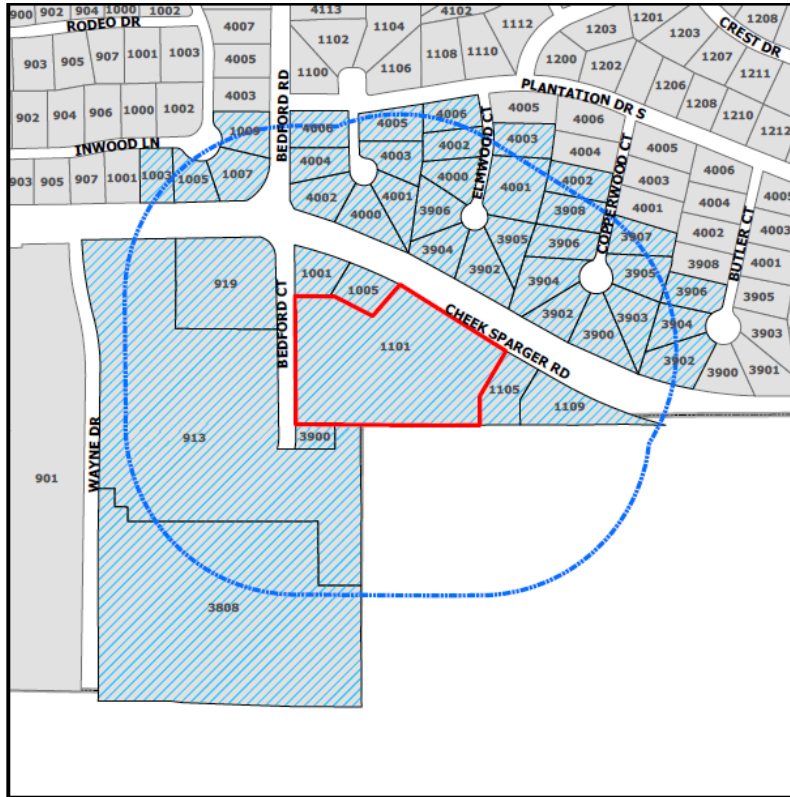
Present Zoning: CC-1 Village Retail

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:

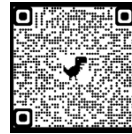
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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

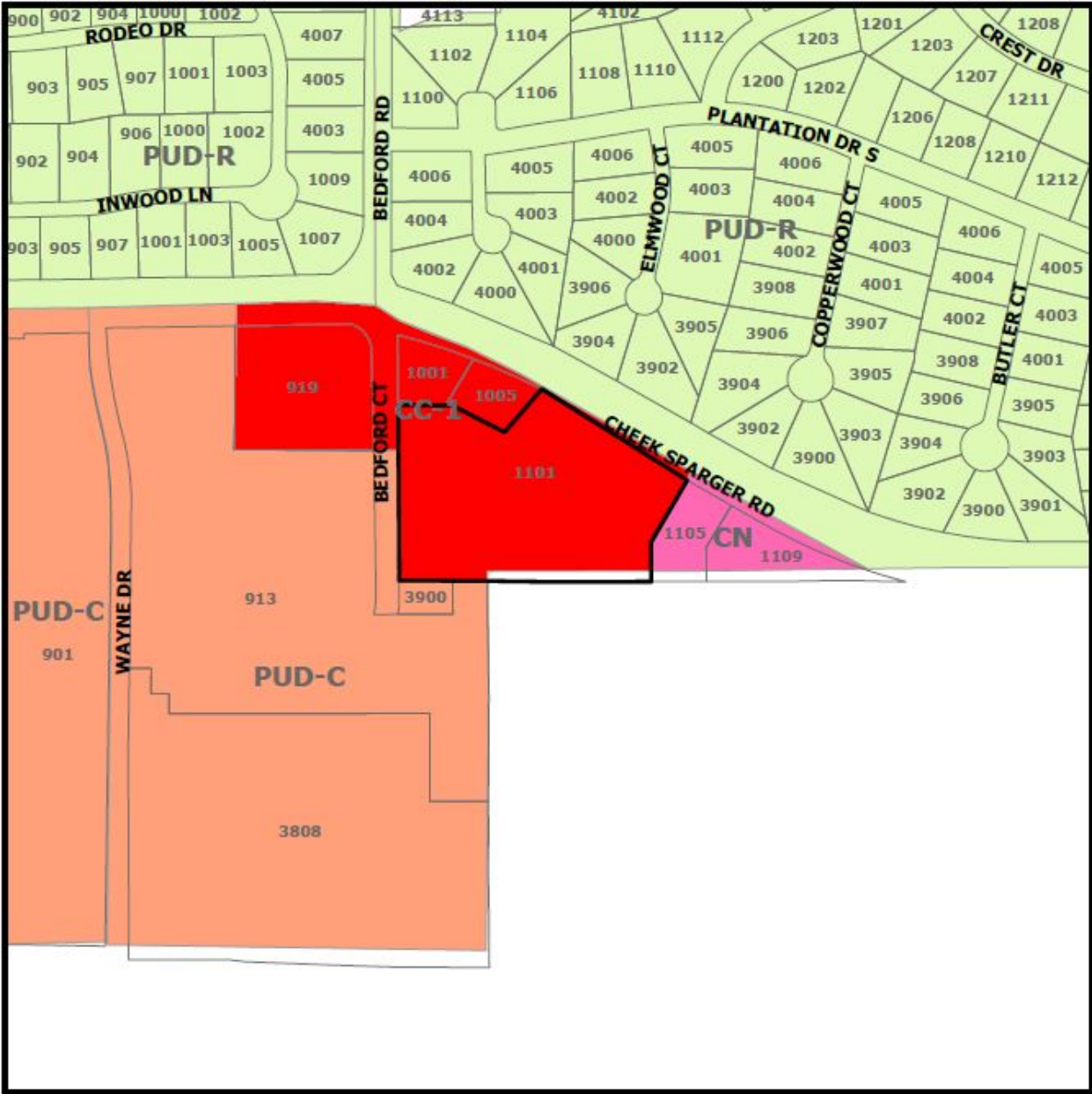
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map





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





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c

Agenda Date 8/20/2024

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

Second Reading and Public Hearing

The applicant was present and answered questions from the City Council. Many citizens were present in opposition to the request. Concerns over drainage, topography, loss of trees and animal life, and traffic were presented. Additionally, a few citizens were present in favor of the request.

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

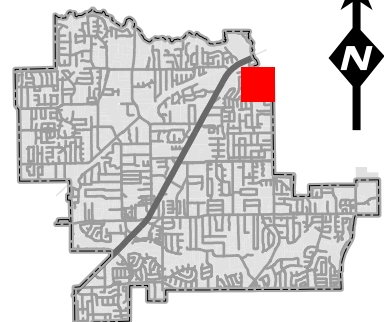


ZC24-013

2417 Wilkes Dr

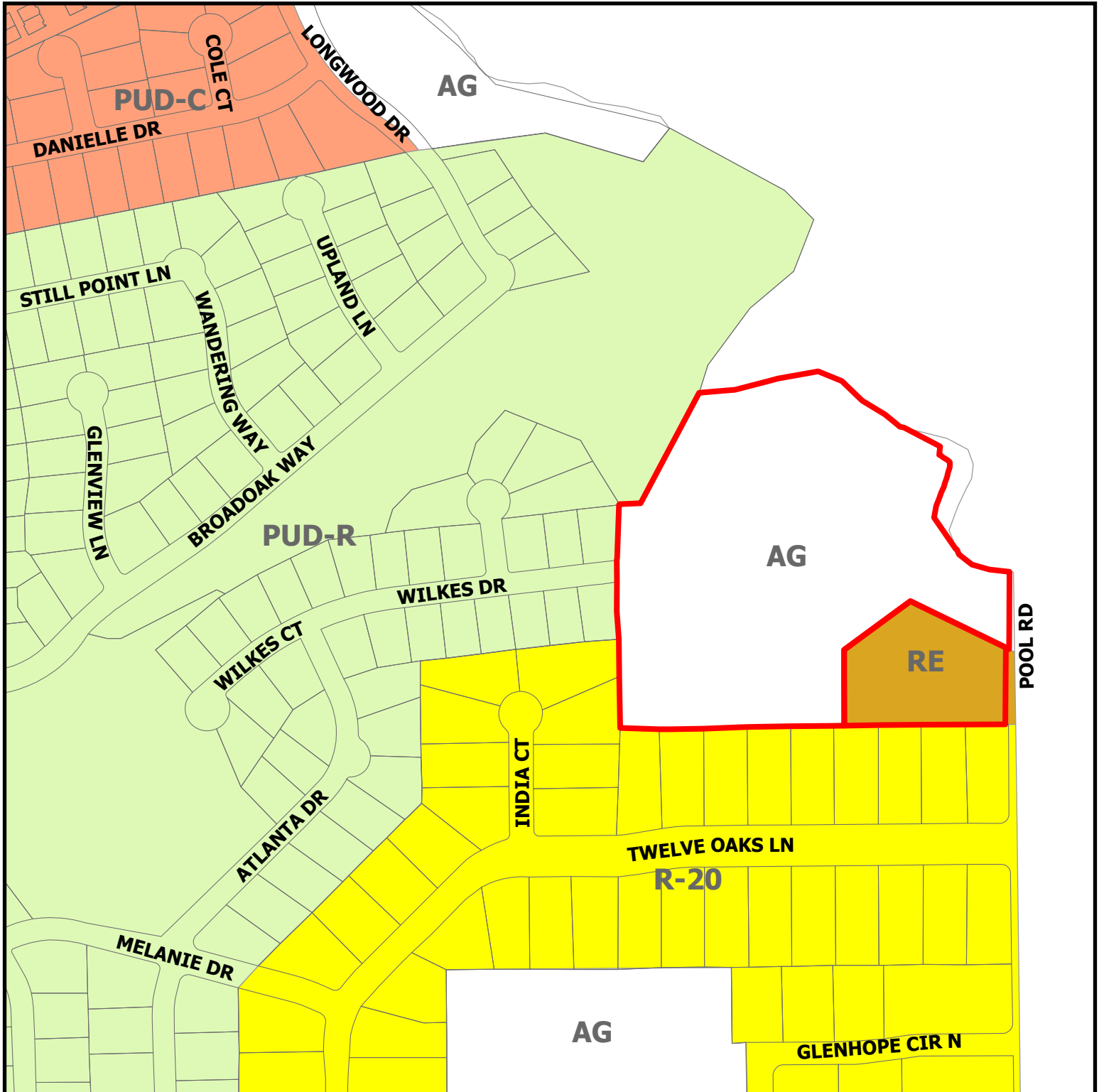


Subject Property



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Zoning Map

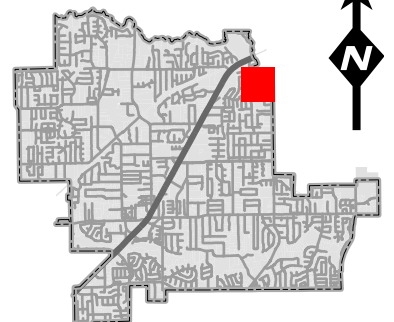


ZC24-013

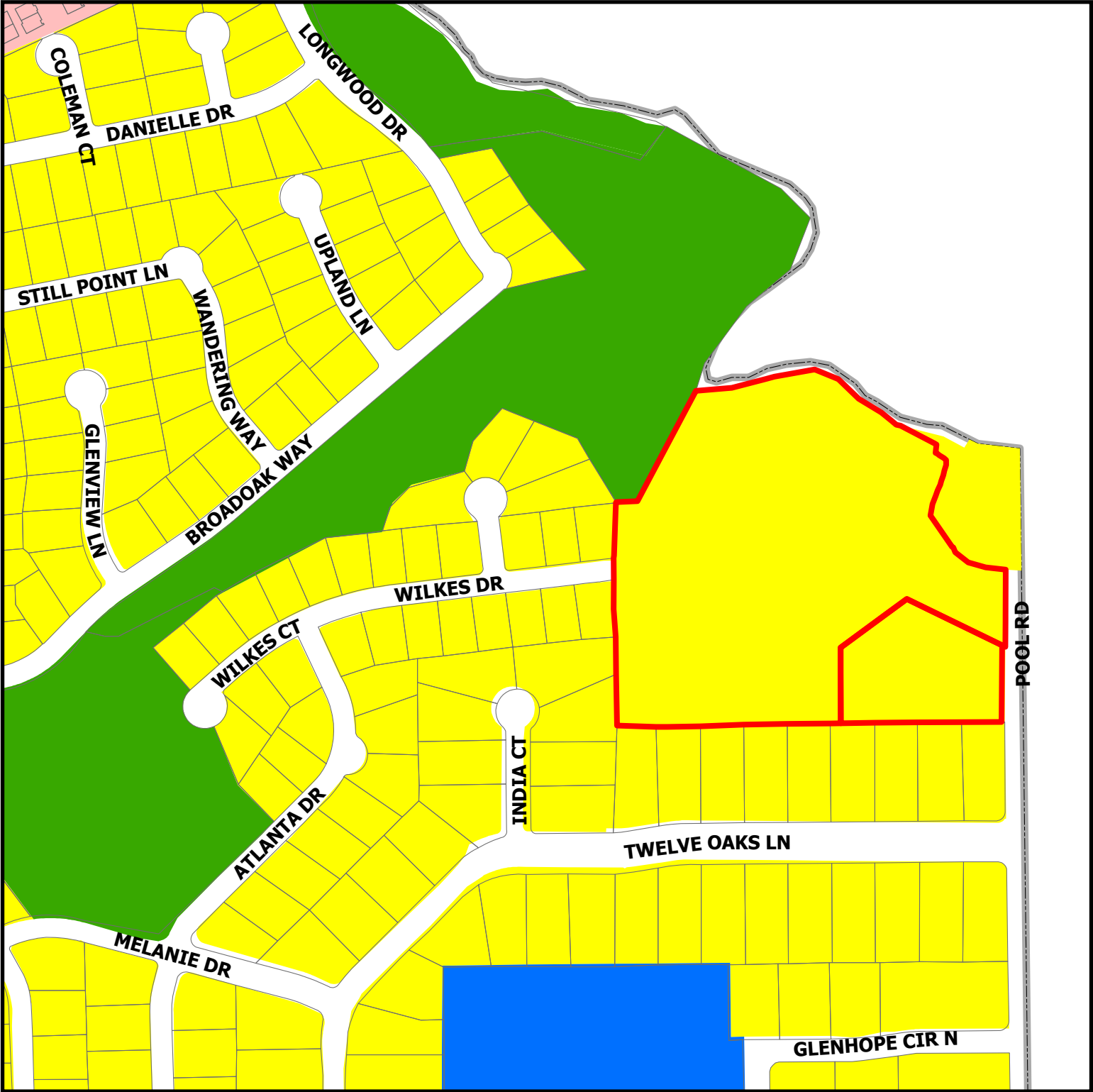
2417 Wilkes Dr

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 Subject Property



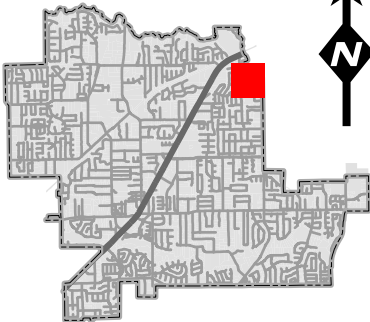
Future Land Use Map



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.

Site Data Summary Chart

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.

Site Data

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

Existing Zoning:	AG
Proposed Zoning:	R-40
Existing Use:	Residential / AG
Proposed Use:	S.F. Residential

Lot Summary

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

Legend

Sidewalk Easement

5' Sidewalk

Flood Plain

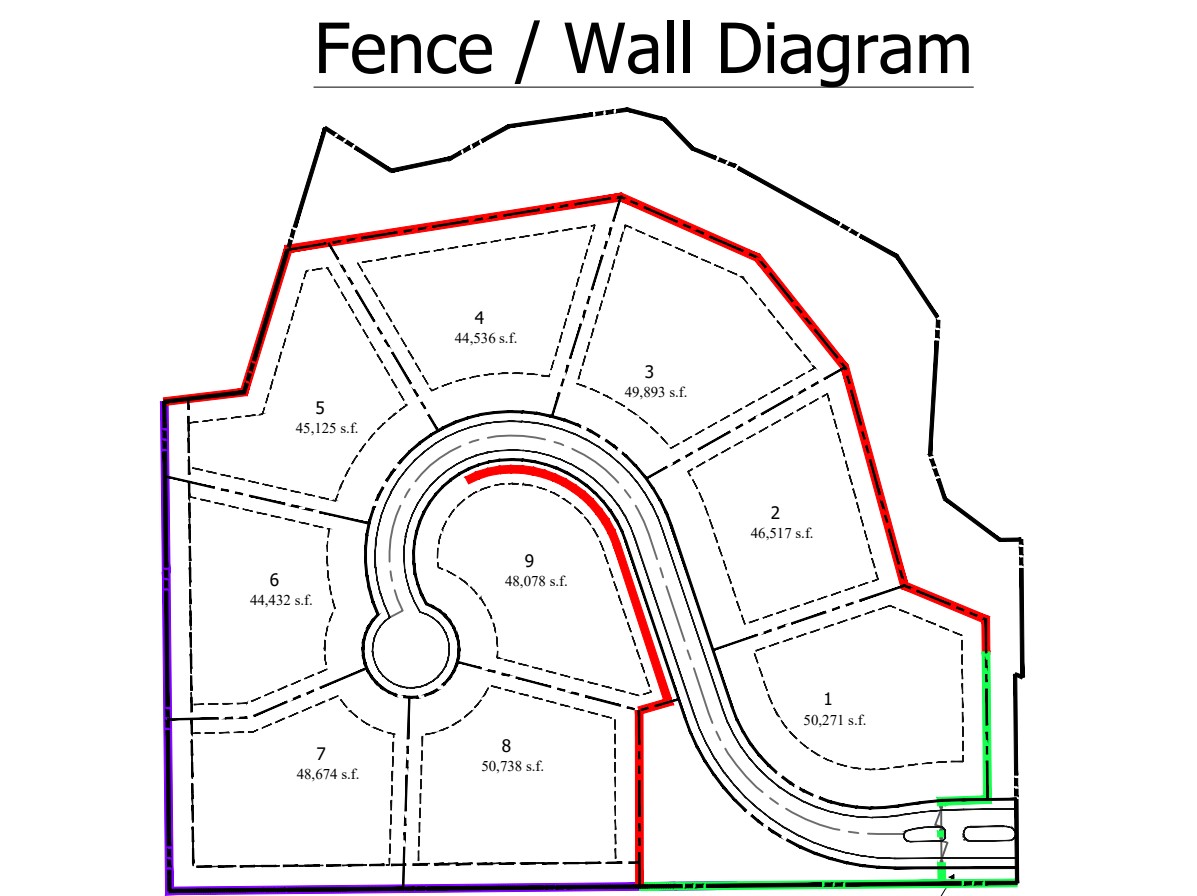
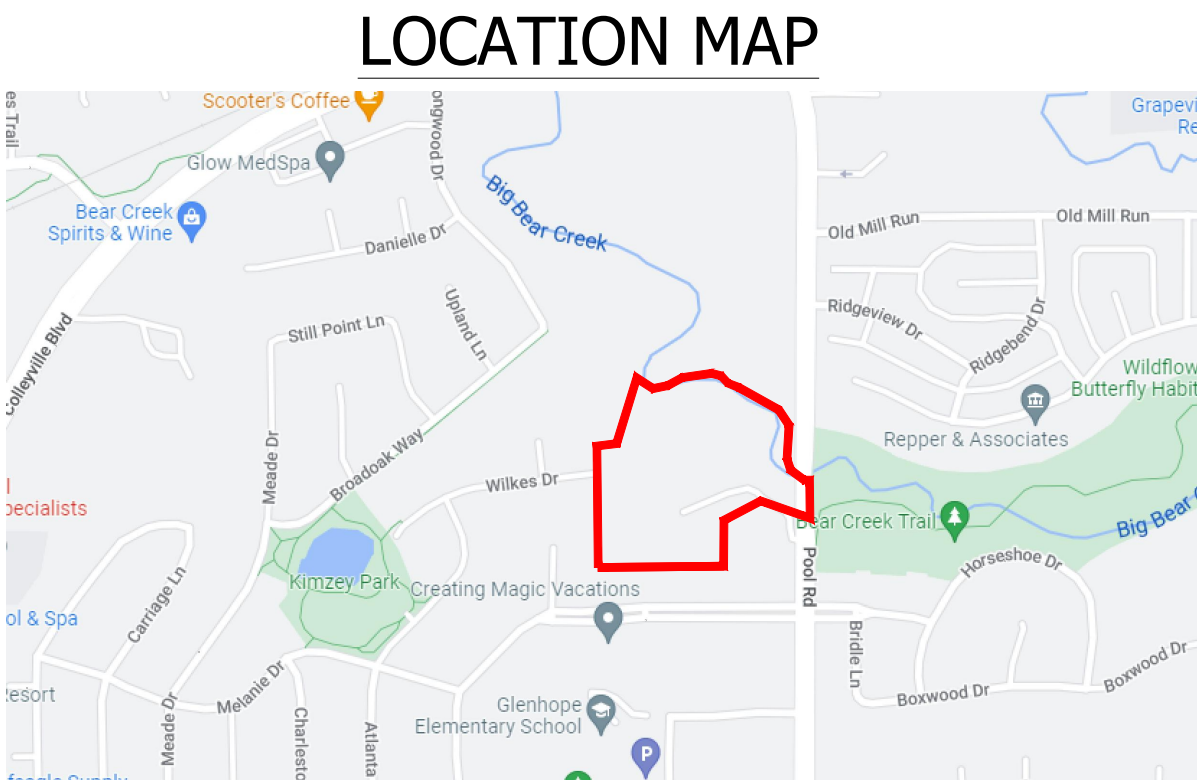
Tree Preservation Easement

Fence / Wall Legend

8' Wood Fence

8' Masonry Wall

6' Ornamental Iron Fence



Owner:

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

Developer:

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

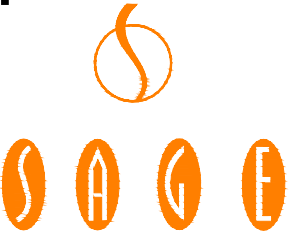
Applicant:

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

Engineer:

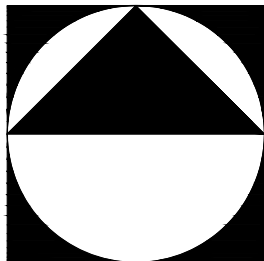
Redinger Group, LLC
P.O. Box 93206
Southlake, Texas 76092
817-253-5727
Attn: Clayton Redinger, P.E.

Planner:



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

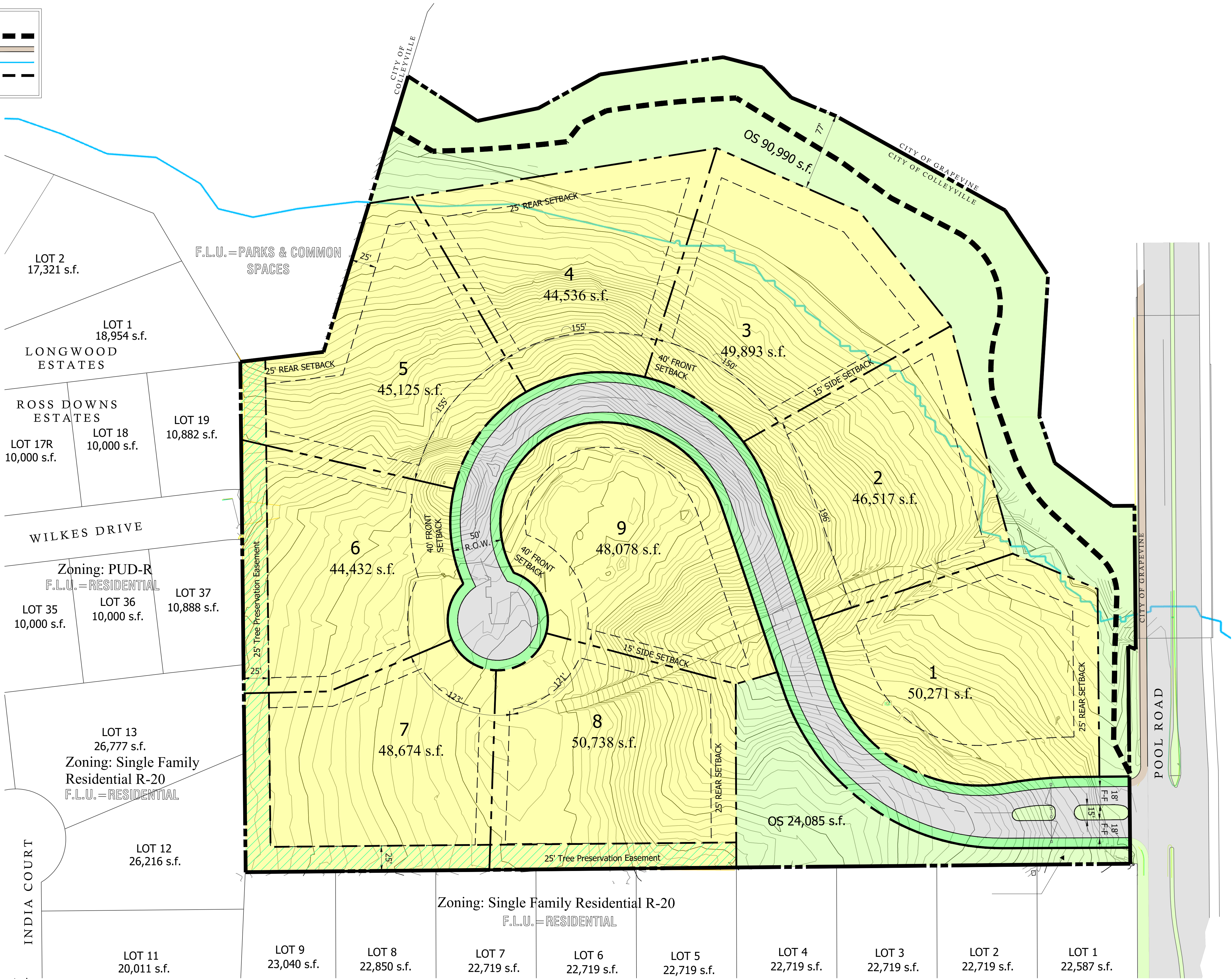
24 MAY 24

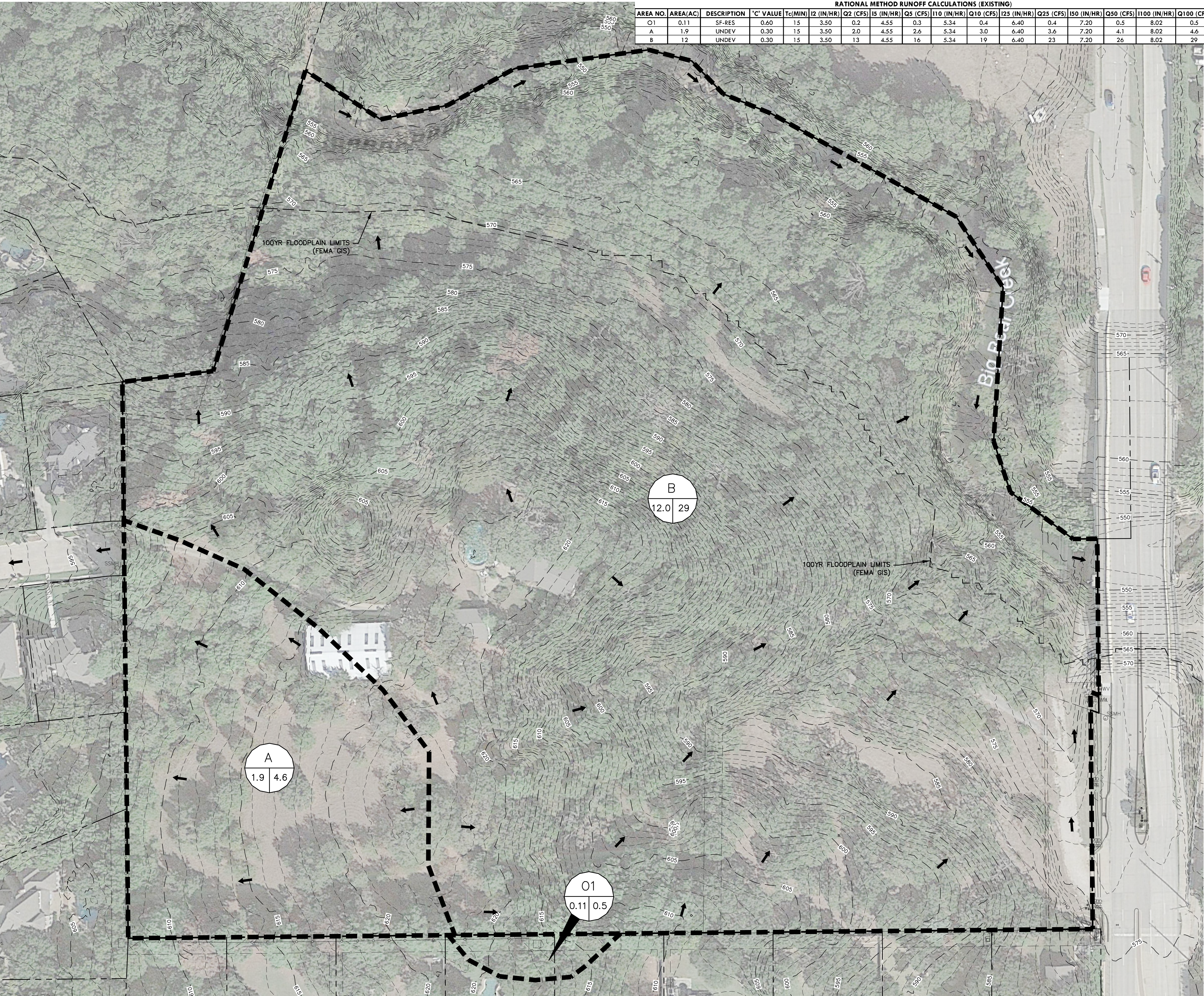


1" = 50'
0 50' 100' 200'

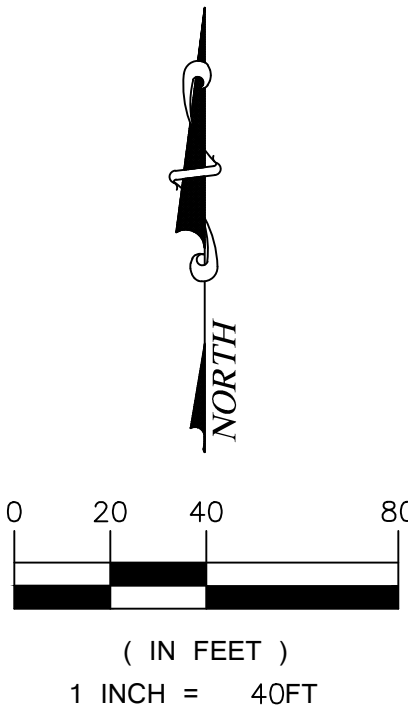
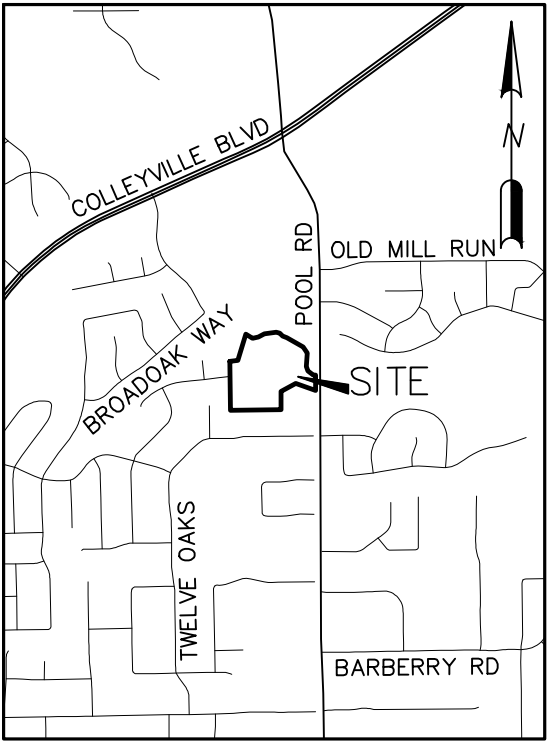
- Notes:
- Front are 40' Typical, except where noted.
 - Side Setbacks are 15' Typical.
 - Rear Setbacks are 25' Typical, except where noted.

Concept Plan





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



- 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) 253-2727
FAX (817) 253-2728
ENGINEERING FIRM REGISTRATION NUMBER F-23299
PREPARED FOR: WILLOWTREE DEVELOPMENT, LLC
1414 S. WILLOWTREE LANE
SOUTHPLATE, 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 BROADOAK ST.
55' S OF CL OF
LONGWOOD ST & 41' SE
OF A FIRE HYDRANT
ELEV = 577.13'

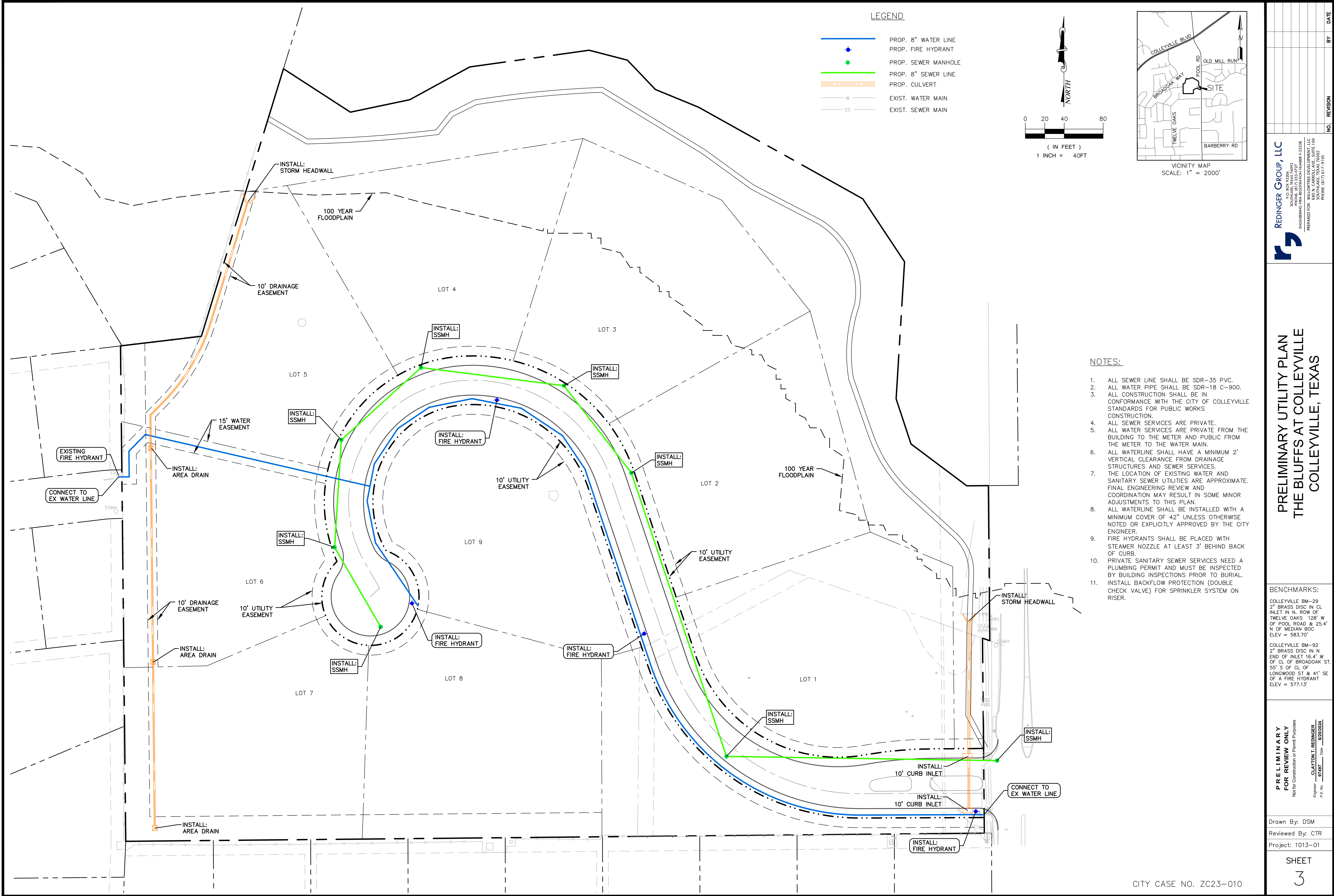
PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes

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

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

SHEET
1

CITY CASE NO. ZC23-010



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					
2186	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

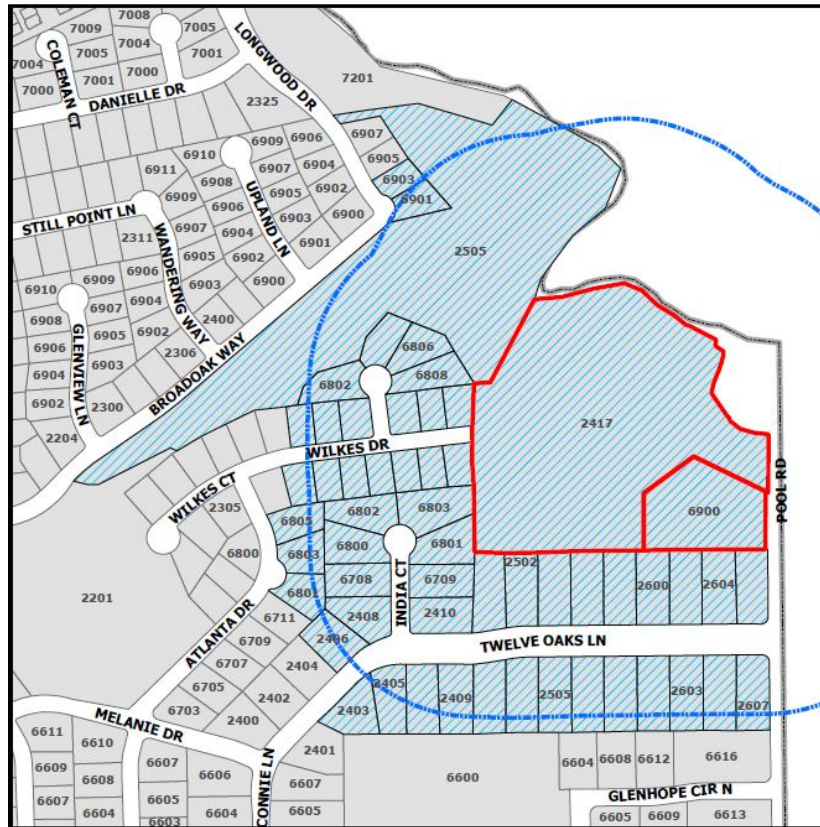
Present Zoning: AG Agricultural and RE Single Family 'Estate' Residential district

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:

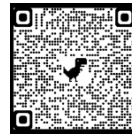
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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»

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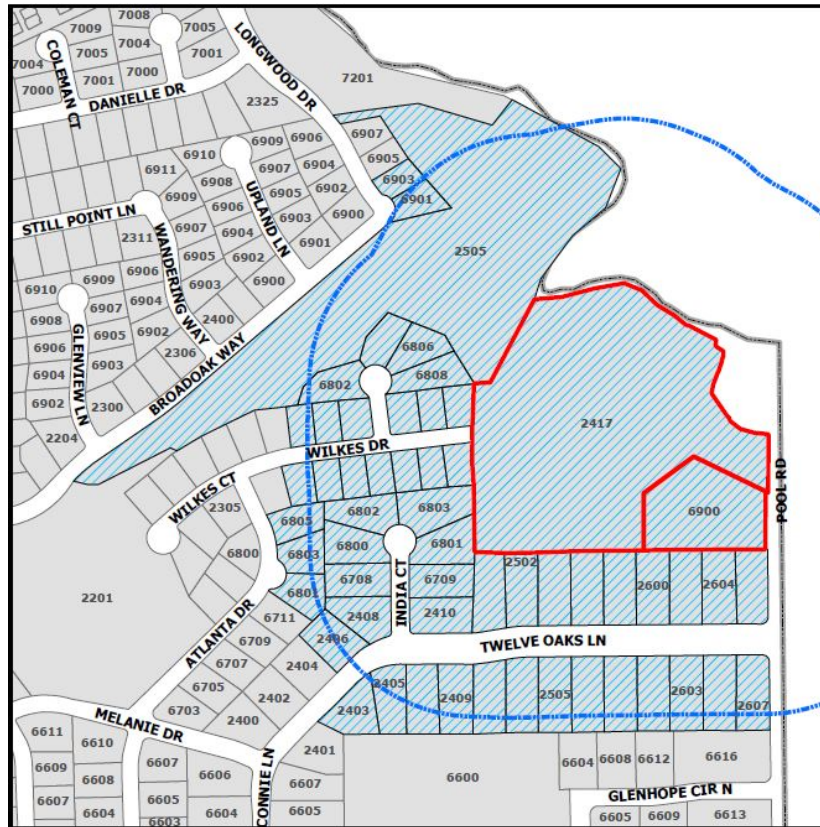
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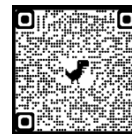
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
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Kris Potts

Kris Potts
Planner – Urban Forester

Letters Received in Opposition and Support of Case ZC24-014

Multiple Letters Received from this household

Located within 200'

To view all letters please visit: <https://colleyville.files.com/f/42fe130382d97eb6>

	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
24	Montemayor	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	Charles & Janeen	5302 Huntington Ct	No	Opposed
59	Waychoff, 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
85	Florup	Karen	2970 Woodland Hills Dr, Grapevine	No	Opposed
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
110	Vann-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
141	Capelo	Renee	2406 N Whitehaven Dr	No	Opposed
142	Burke	Kenneh	2204 Highland Meadow Dr	No	Opposed
143	Hearn	Tracy	6008 Colts Neck Dr	No	Opposed
144	Renegar	Heather	3000 Old Mill Run, Grapevine	No	Opposed
145	Zielinski	Tanya	510 W Hudgins St, Grapevine	No	Opposed
146	DePue	Jim	1505 Caldwell Creek Dr	No	Opposed
147	Collum	Amy	6400 Meade	No	Opposed
148	Drautz	Sue & Gene	7006 Primrose Ln	No	Opposed
149	Bransky	Dawn	6604 Baker Ct	No	Opposed
150	Jeanes	Fredric	7200 Belle Meade Dr	No	Opposed
151	Jones	Canice	6201 High Gate Ct	No	Opposed
152	Alexander	Carmen & Craig	4808 Bill Simmons Rd	No	Opposed
153	Schaefer	John & Judi	6803 Atlanta Dr	No	Opposed
154	Corey	Michael	7409 Braemar Terr	No	Opposed
155	Kilroy	Walter	1625 Heathermore	No	Opposed
156	Samaniego	Priscilla	304 Chestnut Bend	No	Opposed
157	Elliott	Ryan	419 N Elm St	No	Opposed
158	Martens	Ann	7031 Rosebrook Dr	No	Opposed
159	Anderson	Charles	2414 Wilkes Dr	Yes	Opposed
160	Smartis	Daniel	5800 W Whitehaven Dr	No	Opposed
161	Carson	Richard	4504 Jim Mitchell Trl W	No	Opposed

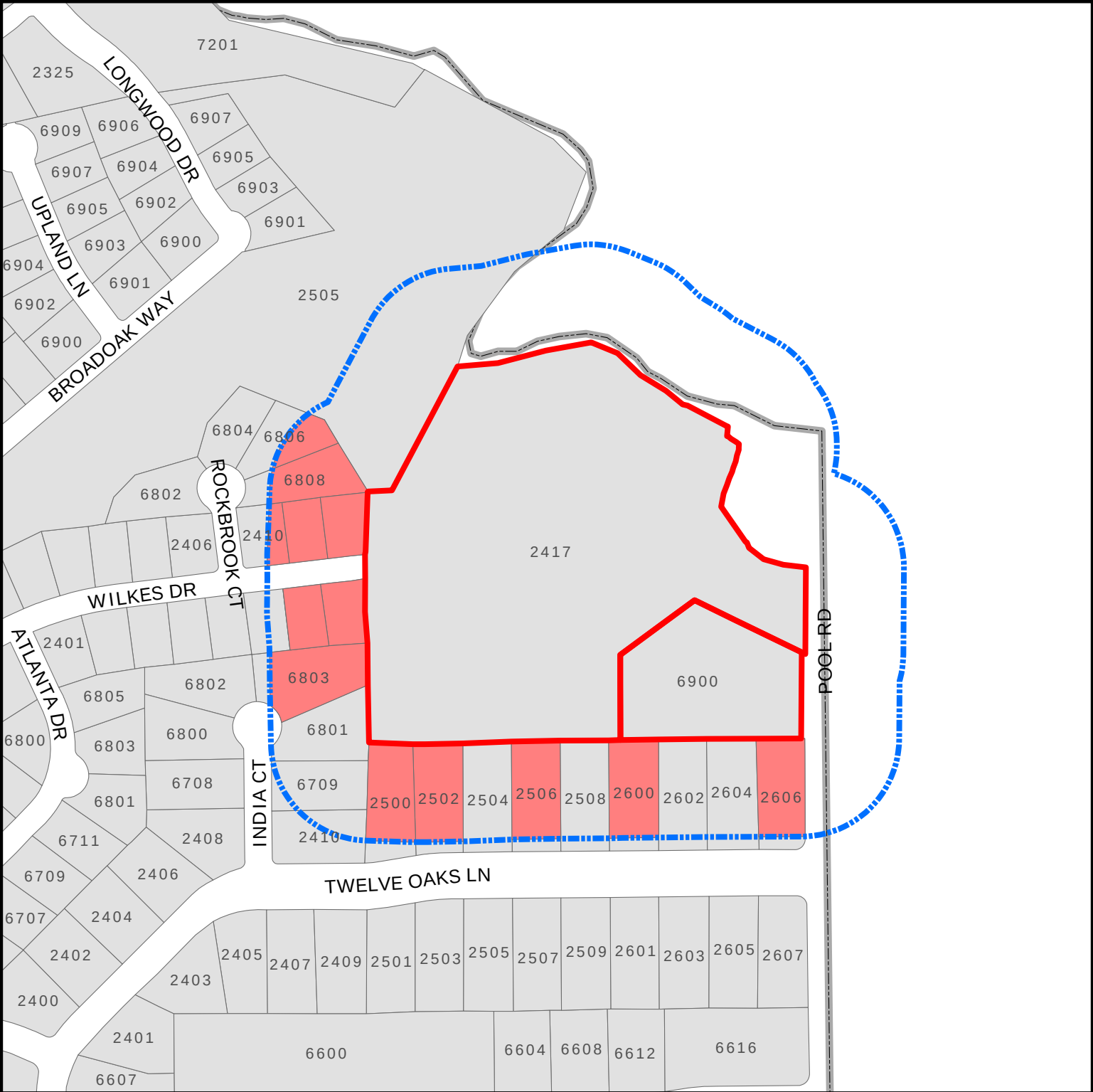
162	Maglio & Limbacher	Carol & Richard	6602 Charleston Dr	No	Opposed
163	Borkowski	Richard & Patricia	7026 Primrose Ln	No	Opposed
164	Vanzant	June & Michael	2412 Wilkes Dr	Yes	Opposed
165	Lankford	Lisa	7001 Primrose Ln	No	Opposed
166	Yeargin	Barbara	7015 Rosebrook	No	Opposed
167	Kilroy	Karyn	1625 Heathermore	No	Opposed
168		Omar	304 Chestnut Bend	No	Opposed
169	Bartman	Vicci	6401 Wallace Ln	No	Opposed
170	Bryant	Lynn	2605 Twelve Oaks Ln	No	Opposed
171	Neal	Jenifer & Ron	2501 Twelve Oaks Ln	No	Opposed
172	Fennelly	Annette	2616 Independence Rd	No	Opposed
173	Gross	Samuel	2309 Danielle Dr	No	Opposed
174	McDaniel	Shawn & Cara	6510 Atlanta Dr	No	Opposed
175	Cassella	James	2304 Broadoak Way	No	Opposed
176	Keyes	Andrea	6906 Longwood Dr	No	Opposed
177	Cook	Stephen	2103 Reynolds Dr	No	Opposed
178	Lathouners	Kevin	6508 Atlanta Dr	No	Opposed
179	McKenney	Ross	2607 Twelve Oaks Ln	No	Opposed
180	Lee	Darren	7005 Cole Ct	No	Opposed
181	Ostronoff	Anna	6601 Beddo Ct	No	Opposed
182	Raghu	Gloria	2400 Broadoak Way	No	Opposed

183

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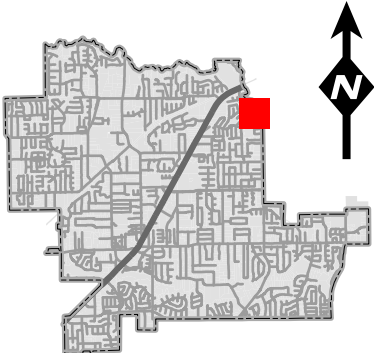
Opposition Map



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

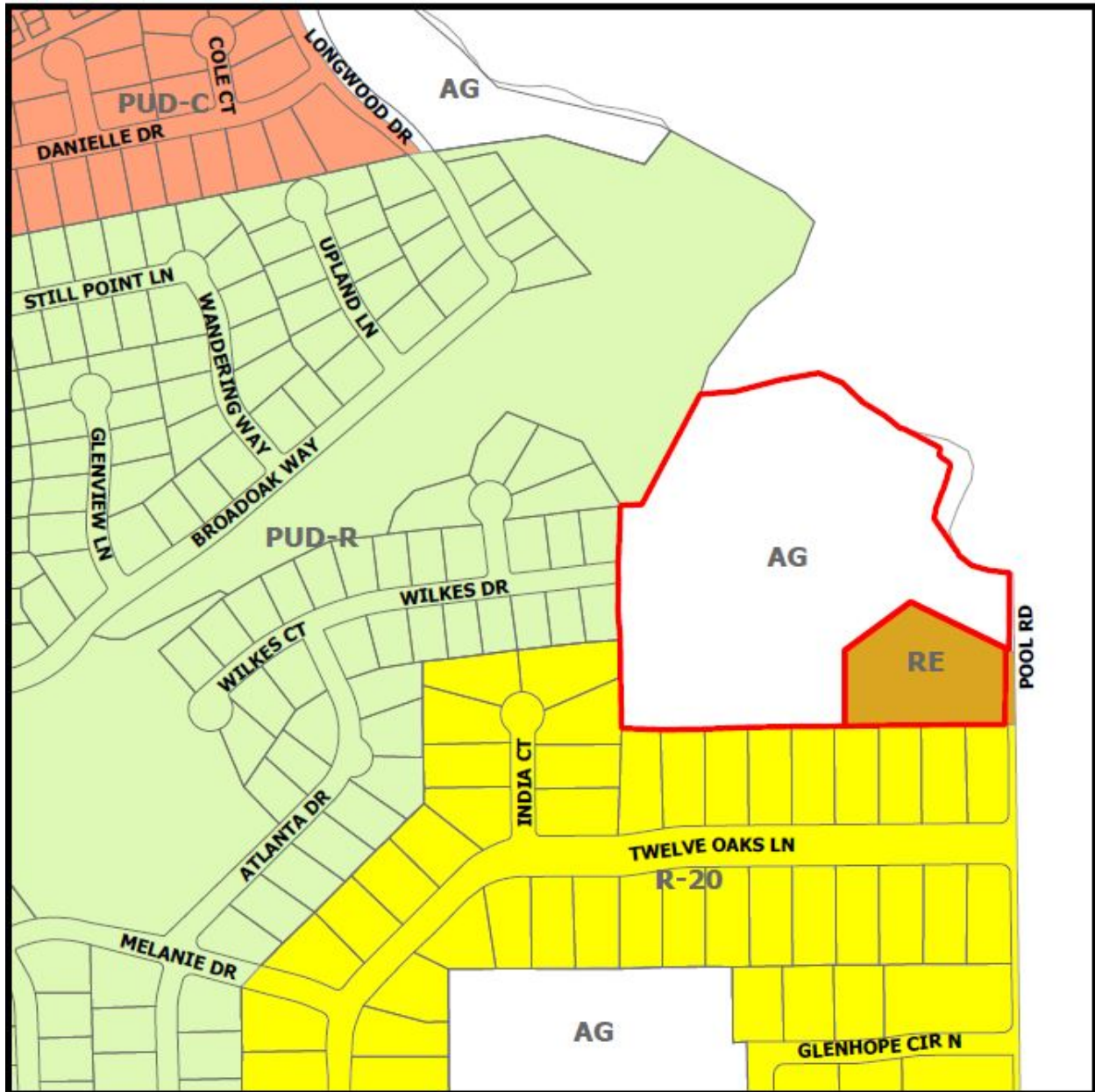
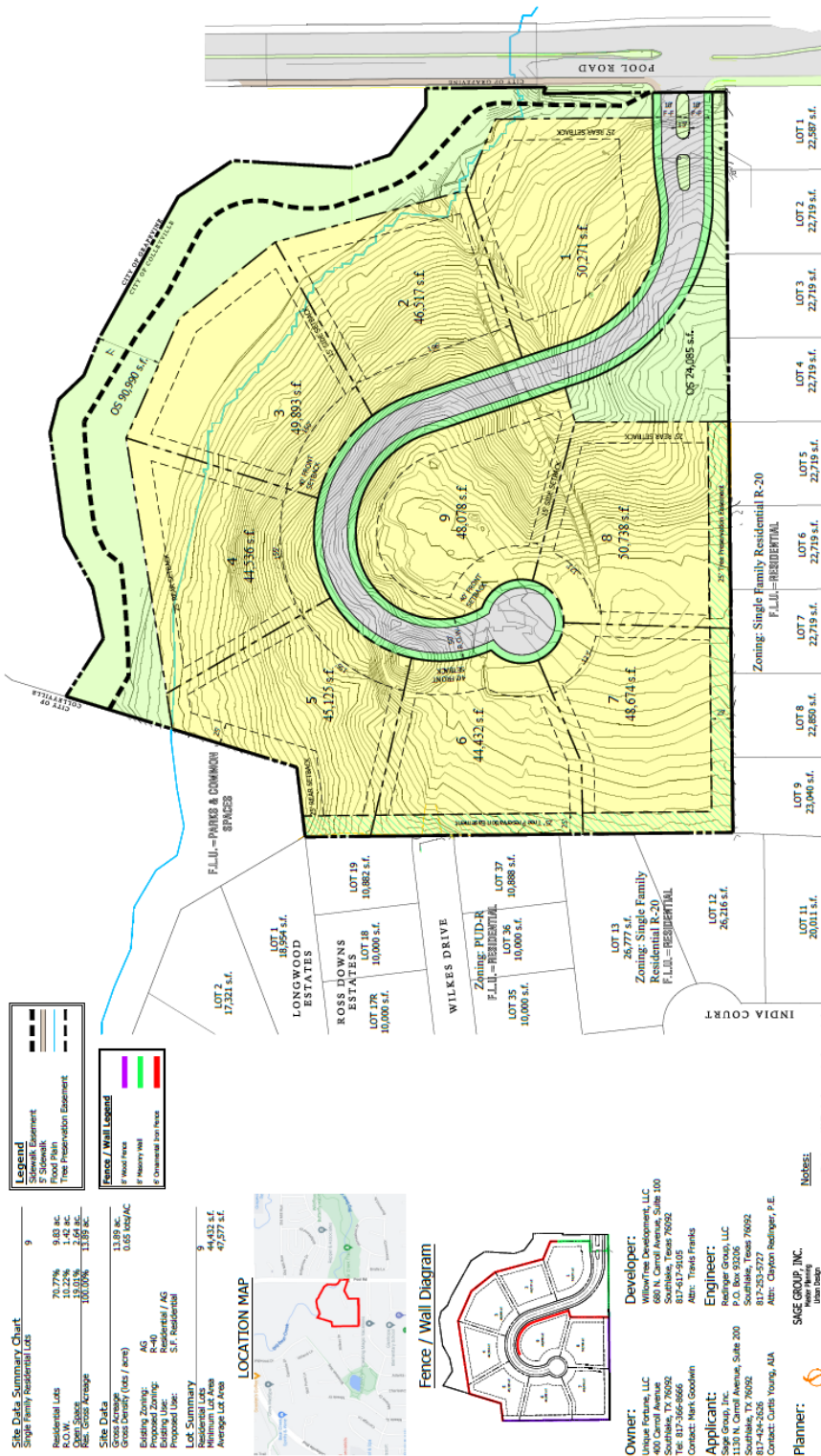


Exhibit "B" –Development Plan



Owner: Unique Fortune, LLC
4601 Carroll Avenue
Suite 100
Dallas, TX 75246
Tel: 817-366-6666
Fax: 817-366-6666
Contact: Mark Goodwin

Applicant: Sage Group, Inc.
1130 N. Carroll Avenue, Suite 200
Scottsdale, TX 76092
Tel: 817-366-6666
Contact: Curtis Young, AIA

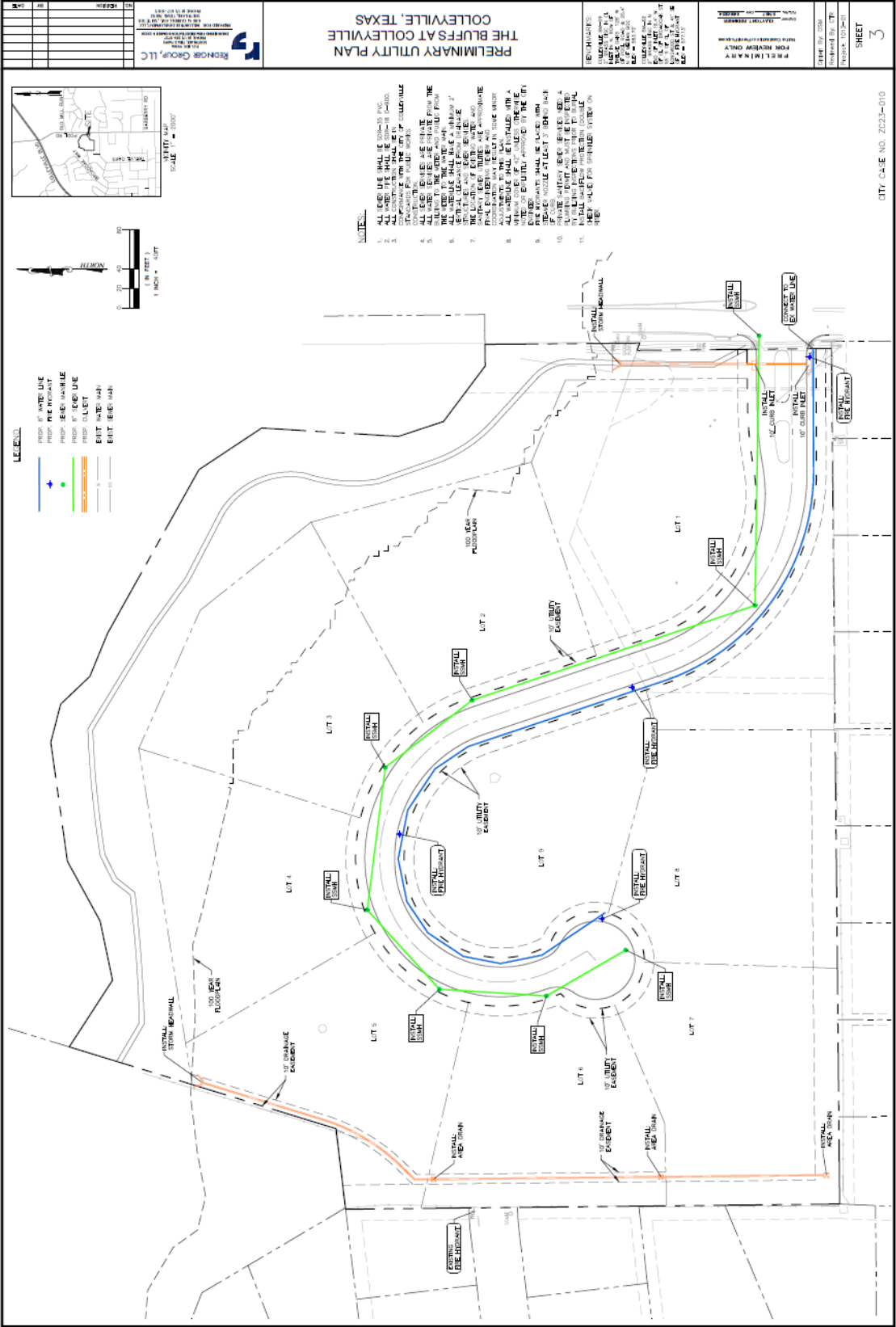
Engineer: Redinger Group, LLC
P.O. Box 92006
Dallas, TX 75292
Tel: 817-366-6666
Contact: Canyon Redinger, P.E.

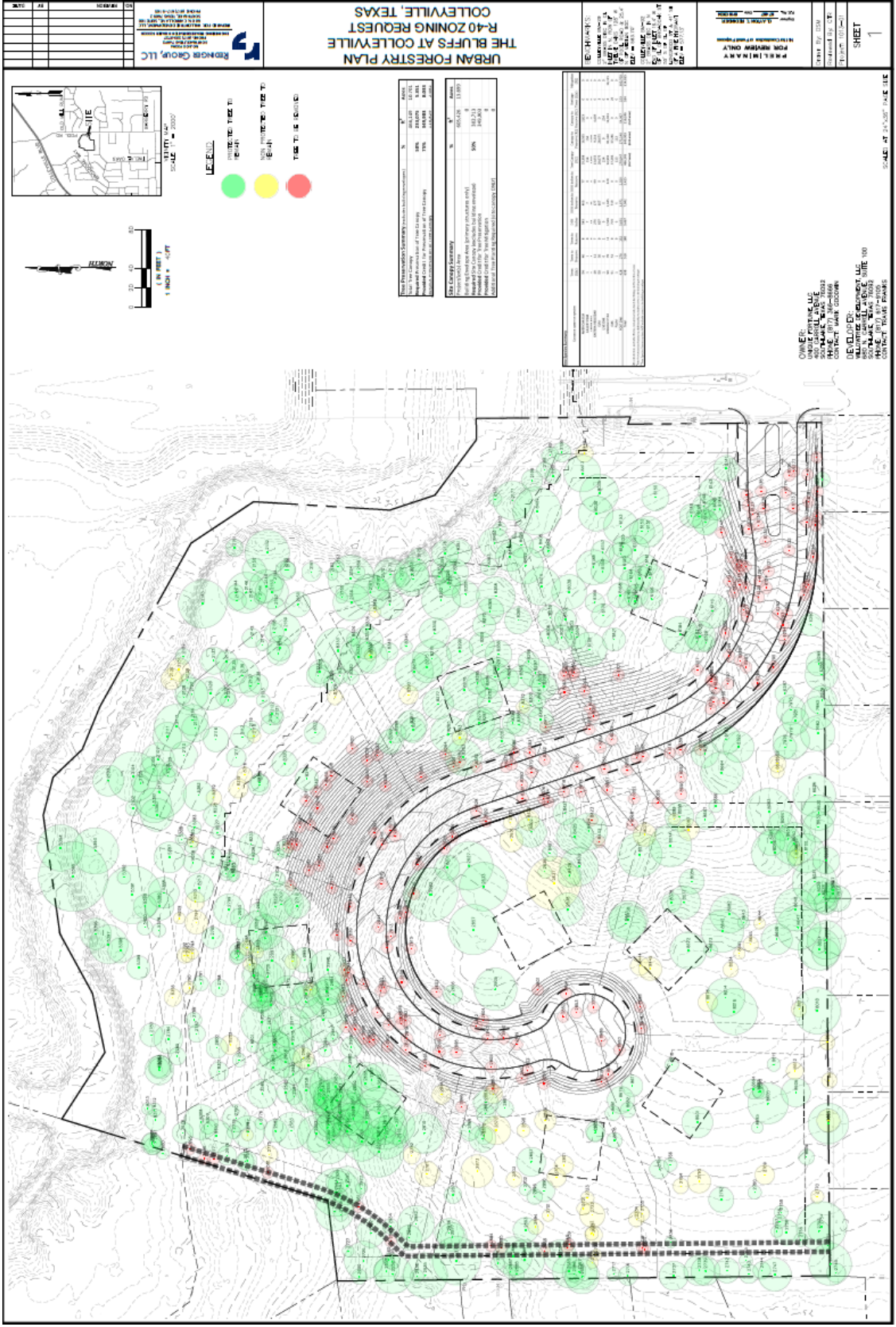
Planner: SAGE GROUP, INC.
1130 N. Carroll Avenue, Suite 200
Scottsdale, TX 76092
Tel: 817-366-6666
Contact: Curtis Young, AIA

Notes:

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

Case ZC24-0XX
Zoning Exhibit for Zoning Change Request From AG to R-40
The Bluffs at Colleyville
Colleyville, Tarrant County, Texas







CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a

Agenda Date 8/20/2024

Number Resolution R-24-4963

Type Resolution

Department Finance

Title

Approval of a proposal to set the ad valorem tax rate for Fiscal Year 2025 at \$0.276204 per hundred dollars of valuation

Explanation

Reading and Public Hearing

In compliance with the Texas Property Tax Code, Chapter 26, taxing units must adhere to "Truth-in-Taxation" laws when setting tax rates and calculating the effective tax rate. The proposed property tax rate for the City of Colleyville's Fiscal Year 2025 budget is \$0.276204 per \$100 of valuation. This rate is higher than the calculated no-new-revenue rate of \$0.237097 but lower than the calculated voter-approval rate of \$0.292915.

To comply with Chapter 26 of the Texas Property Tax Code, the City of Colleyville is required to publish the "Notice of 2024 Tax Year Proposed Property Tax Rate for the City of Colleyville." This notice will be published in the *Fort Worth Star-Telegram* within the next week. Since the proposed tax rate exceeds the no-new-revenue rate, a public hearing is required and is scheduled for September 4, 2024, at 7 p.m. on the third floor of 100 Main Street, Colleyville, TX 76034. The second and final reading and vote are scheduled for September 17, 2024, at 7 p.m. at the same location.

To inform the citizens of Colleyville about the proposed 2024 tax rate, the attached resolution reflects the City Council's intention to adopt the tax rate of \$0.276204 per \$100 of valuation, using the July 25, 2024, certified tax roll provided by TAD as the basis for the proposed rate. Formal City Council action is required to publish the Notice of 2024 Tax Year Proposed Property Tax Rate for the City of Colleyville, as mandated by Section 140.010 of the Local Government Code.

Financial Impact

The average residential property value for 2023 was \$728,267, and for 2024, it is \$738,731. If the proposed tax rate is adopted, it will result in an average annual property tax payment of \$2,040 to support City services. For tax year 2024, the City of Colleyville passed a 7% general residential homestead exemption to provide property tax relief to residents. A home with a taxable value of \$750,000 in both tax year 2023 and 2024 would see a decrease of \$31 in their City of Colleyville tax bill.

Recommendation

Approve

Attachments

1. Proposed Property Tax Rate Presentation
2. Draft 2024 Notice of Public Hearing on Tax Increase
3. Resolution R-24-4963

FY 2025 Proposed Property Tax Rate

City Council
August 20, 2024

Property Tax – Rates/Calculations



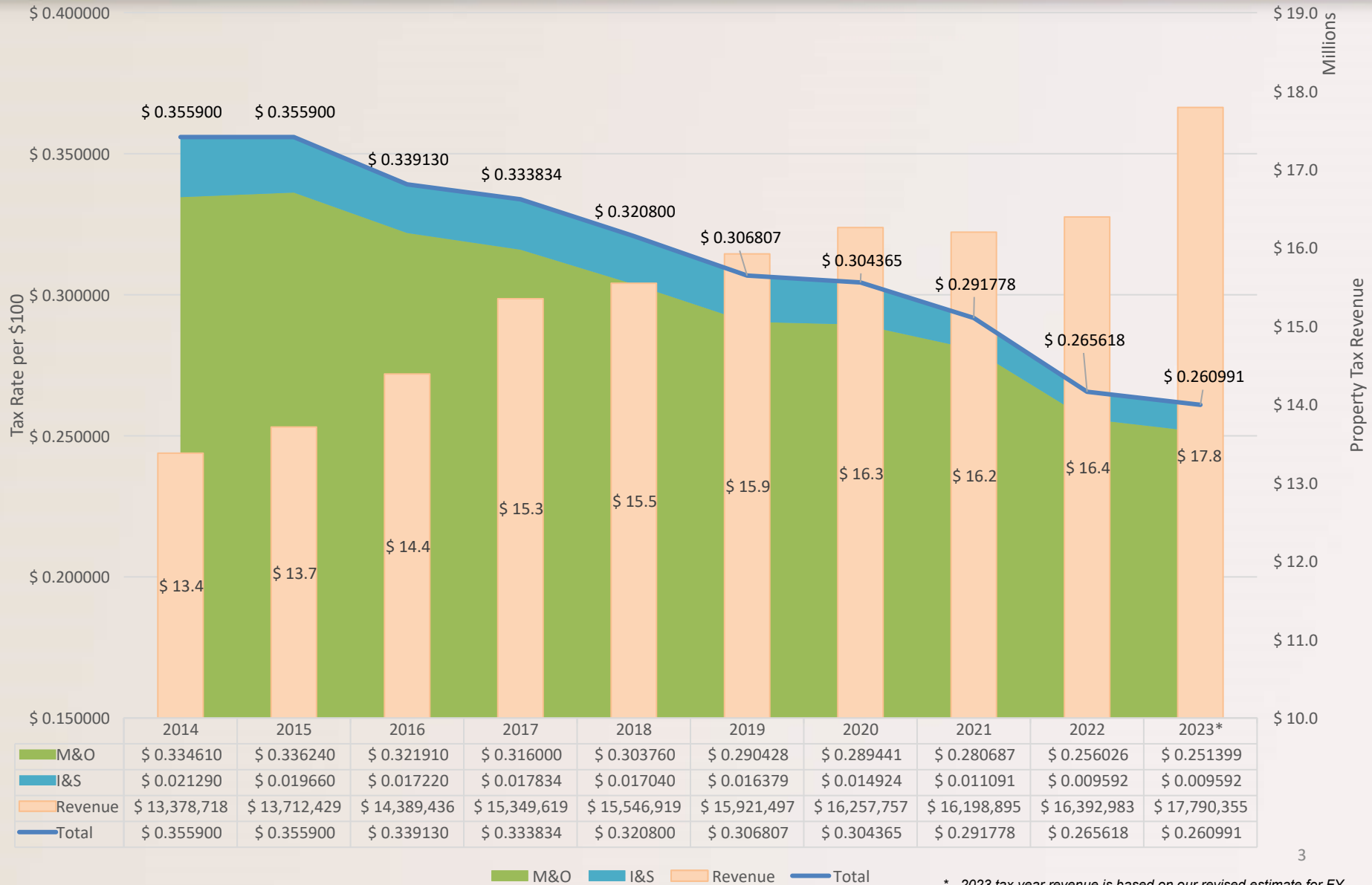
No-New-Revenue Tax Rate (NNR)

- "...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 – 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

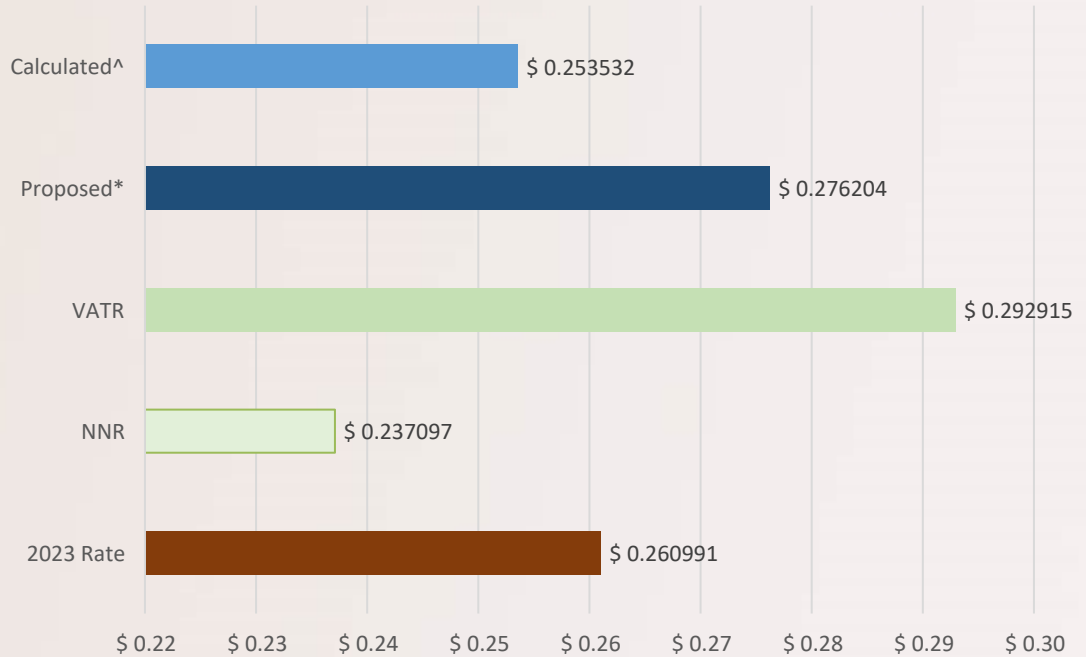
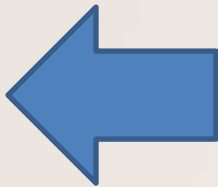


2023 Rate	
M&O:	\$ 0.251399
I&S:	0.009592
2023 Rate:	\$ 0.260991

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 (non-homestead)	
M&O:	\$ 0.260172
I&S:	\$ 0.016032
Proposed Rate*:	\$ 0.276204

2024 Calculated Rate (homestead)	
M&O:	\$ 0.238816
I&S:	\$ 0.014716
Calculated Homestead Rate^:	\$ 0.253532



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%

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.

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

*- The proposed rate is the basis for the Proposed FY 2025 budget. The Council retains the authority to set the final tax rate at their discretion.

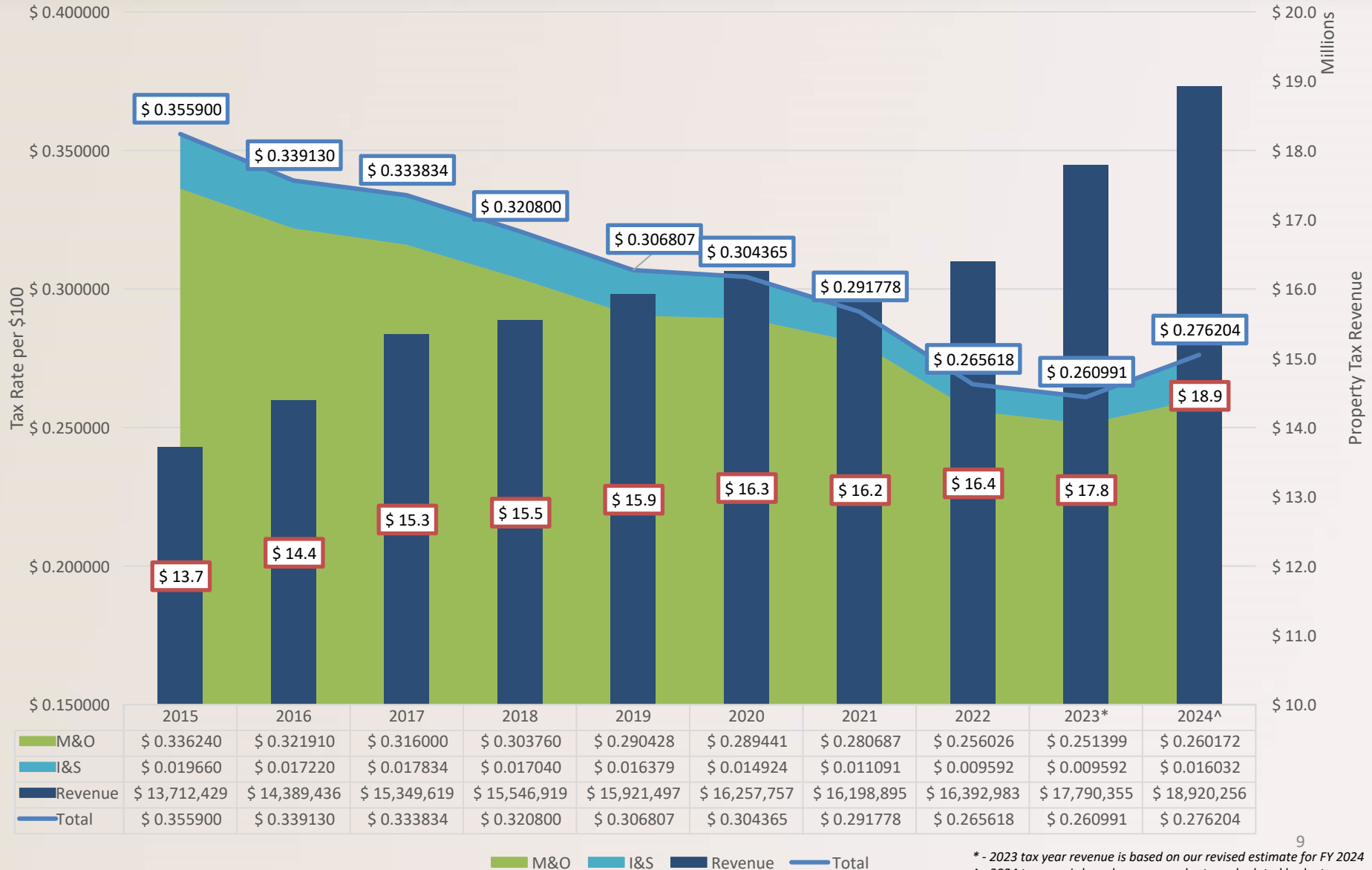
^- The calculated rate is the virtual homestead rate, representing the rate that would have been in effect without the exemption.

Property Tax – Historic Tax Rates



[^]- The proposed rate is subject to change as the Council has the authority to set the tax rate at their discretion.

Property Tax – Historic Tax Rates & Revenue



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

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.276204 per \$100 valuation has been proposed by the governing body of City of Colleyville.

PROPOSED TAX RATE	\$0.276204 per \$100
NO-NEW-REVENUE TAX RATE	\$0.237097 per \$100
VOTER-APPROVAL TAX RATE	\$0.292915 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Colleyville from the same properties in both the 2023 tax year and the 2024 tax year.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.276204 per \$100 valuation has been proposed by the governing body of City of Colleyville.

PROPOSED TAX RATE	\$0.276204 per \$100
NO-NEW-REVENUE TAX RATE	\$0.237097 per \$100
VOTER-APPROVAL TAX RATE	\$0.292915 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Colleyville from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of Colleyville may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Colleyville is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 4, 2024 AT 7:00 PM AT City Hall, 100 Main Street, Colleyville, Texas 76034.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Colleyville is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Colleyville at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Colleyville last year to the taxes proposed to be imposed on the average residence homestead by City of Colleyville this year.

	2023	2024	Change
--	------	------	--------

Total tax rate (per \$100 of value)	\$0.260991	\$0.276204	increase of 0.015213 per \$100, or 5.83%
Average homestead taxable value	\$728,267	\$738,731	increase of 1.44%
Tax on average homestead	\$1,900.71	\$2,040.40	increase of 139.69, or 7.35%
Total tax levy on all properties	\$13,257,929	\$14,271,826	increase of 1,013,897, or 7.65%

For assistance with tax calculations, please contact the tax assessor for City of Colleyville at 817-481-1242 or colette.ballinger@gcisd.net, or visit <https://www.gcisd.net/page/tax-office> for more information.

DRAFT

RESOLUTION R-24-4963

A RESOLUTION OF THE CITY OF COLLEYVILLE, TEXAS PASSED PURSUANT TO SECTION 26.04 AND 26.05, OF THE PROPERTY TAX CODE OF THE STATE OF TEXAS, APPROVING A PROPOSAL OF THE INTENT TO SET PROPERTY TAX RATES AT \$0.276204 PER ONE HUNDRED DOLLARS VALUATION FOR FISCAL YEAR 2025; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the designated Taxing Unit Representative for the City of Colleyville, Texas (the "City"), has calculated the amount of the no-new-revenue tax rate and the voter-approval tax rate pursuant to Section 26.04(c) of the Property Tax Code of the State of Texas (the "Property Tax Code"); and

WHEREAS, pursuant to Section 26.04(e) of the Property Tax Code, the said tax rates have been submitted to the City Council; and

WHEREAS, pursuant to Section 26.05(a) of the Property Tax Code, a taxing unit other than a water district must adopt a tax rate before the later of September 30th or the 60th day after the date of the certified appraisal roll is received by the taxing unit; and

WHEREAS, it appears necessary to adopt a tax rate of \$0.276204 per one hundred dollars of valuation.

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

- Sec. 1. THAT the City Council does, by the approval of this resolution, state its intention to adopt a tax rate for Fiscal Year 2025 of \$0.276204 per one hundred dollars of valuation. The Fiscal Year 2025 tax rate will be adopted at the City Council meeting to be held on September 17, 2024, following a public hearing scheduled for September 4, 2024, at 7 p.m.
- Sec. 2. THAT the 2024 tax roll as certified on July 25, 2024, by the Chief Appraiser of Tarrant Appraisal District is adopted and is the basis for the Fiscal Year 2025 proposed tax rate.
- Sec. 3. THAT this resolution shall take effect from and after the date of its passage.

AND IT IS SO RESOLVED.

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
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 9

Agenda Date 8/20/2024

Type Report

Department City Secretary

Title

Colleyville Library Board Minutes - June 10, 2024

Planning and Zoning Commission Minutes - July 8, 2024

Planning and Zoning Commission Worksession Minutes - July 22, 2024

Attachments

1. Colleyville Library Board Minutes - June 10, 2024
2. Planning and Zoning Commission Minutes - July 8, 2024
3. Planning and Zoning Commission Worksession Minutes - July 22, 2024



CITY OF COLLEYVILLE COLLEYVILLE LIBRARY BOARD MINUTES

110 Main Street, Colleyville, Texas, 76034

MONDAY , JUNE 10, 2024 - 6:00 PM

1. CALL TO ORDER

Chair Molly Skinner called the meeting of the Colleyville Library Board to order at 6:05 p.m.

Present: Chair Molly Skinner, and Board members: Wanda Cotter, Kay Newton, Al Cain, Merry Graves, Joseph Stout, Gary McPherson, Susan Baum, Denise Light. City staff: Library Director Jack Pawlowski and Library Outreach and Program Coordinator Dina Bayles.

Absent: Joan Roberts, Joy Fulton Lee.

2. APPROVAL OF MINUTES

April 8, 2024

A motion was made by Kay Newton and seconded by Al Cain to approve the April 8, 2024 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Remote Locker System Update

Director Pawlowski discussed the remote locker system to be installed at the Colleyville Recreation Center scheduled for the week of July 15, 2024. Staff is anticipating one week for internal setup and staff training, launching the system within the first week of August. This will be a remote satellite pickup location for items reserved on hold and the library will work on a schedule for drop off before implementation. Wanda Cotter asked for existing metrics for measuring usage which will be determined by "Recreation Center Branch" statistics reports. Kay Newton inquired about security cameras at the remote locker location, which will need to be verified given that all city buildings currently have security cameras.

3b Book Vending Machine Partnership

Atmos Energy and the Colleyville Rotary Club requested to partner with the Colleyville Public Library to install a book vending machine inside the library. Tokens earned throughout the local schools and community would be used to redeem a book to keep from the vending machine. The goal is to increase connection to students' local public library to further continue literacy. Rotary club to donate \$2,000 to start collection. Director Pawlowski asked if the board would like him to explore this partnership. Chair Skinner asked if there was an age range for the books in the vending machine. Clarification was given that the books would be for elementary school ages and younger. Questions regarding how many books would be in the machine and how the vending machine would be maintained were raised by Al Cain and Merry Graves. Concern was also raised regarding empty slots in the vending machine which could deter usage. Chair Skinner asked if library staff will be responsible for restocking. The library would curate the collection with the money from the Rotary Club's initial donation. Concern was raised about how long the funds would last based on the distribution of tokens. Wanda Cotter suggested other community organizations could partner to support the program financially and distribute tokens to those best served by it. Chair Skinner inquired if the Friends of the Library could supplement the program with new condition donated books or monies from the sale of donated books. Kay Newton agreed this was part of how the Friends of the Library support the library programs. The director was asked to explore the partnership with Atmos Energy and the Colleyville Rotary Club.

- 3c** Approval to use the Voluntary Library Fund in Fiscal Year 2025, for purchase of library materials, materials processing supplies, and library programs, in an amount not to exceed \$195,000

Director Pawlowski is seeking an additional \$5,000 from last year's \$190,000 to be used for digital material in Cloud Library. Digital circulation continues to rise and the funds would be used to keep pace with demand. Joseph Stout inquired about Kanopy for video content and it's feasibility for the library. Director Pawlowski indicated the platform fee is anywhere from \$1,000-\$3,000 per year with additional monthly funds needed for content. The library is looking at video streaming service options that are fiscally sound for the library's budget. Video streaming platforms will be investigated but will not be purchased during in this year's budget. Board member Denise Light asked how much money will be added to Cloud Library which was reported to be \$42,000, up \$4,000 from last year. Susan Baum inquired about whether these additional funds would be allocated to the adults or childrens collections. Director Pawlowski indicated that license fees dictate content selection, leaning toward best sellers. Kay Newton made a motion to approve, Wanda Cotter seconded. Al Cain suggested reading recommendations on bookshelves as seen at Hurst Public Library to expand reading opportunities, while Kay Newton discussed how the Friends have done this before with employee recommendation displays. Director Pawlowski agreed to explore options once space configuration is addressed. He also discussed how the new YA collection and Hidden Gem display curated by our Adult Services and Assistant Librarian has helped to promote and increase

circulation. The library will explore Staff Picks, and Chair Skinner suggested a shelf on the New Release islands while Wanda Cotter discussed wall space as an idea. Board member Gary McPherson requested vote to approve the Voluntary Fund usage, which was approved unanimously.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics

Director Pawlowski detailed the gate count being down due to no longer being a voting location, however statistics are similar to previous non-voting numbers. Cloud Library circulation up 23% last month, 15% from last year and continues to grow. Program statistics up to due school visits for summer reading program, and Dina Bayles at the Car Show, Senior Center Meals on Wheels luncheon, and City Fair promoting the adult and teen summer reading program as well.

B. Donations

The Friends of the Library donated \$500 to support our summer reading program through weekly gift card and grand prizes. Gift cards were purchased from local businesses, where many also provided gift card donations in kind.

C. Library Programs

Programming numbers trending positively. Winter/Spring programs went well. Over 1,000 summer reading participants registered as of June 10, with an increase in adult participation. While the adult program is not new, awareness is growing and participation increasing with awareness. Program attendance has been very high, starting with a kick-off from magician Will Baffle who had 275 in attendance. David Slick had 190 in attendance, and the Trolls Band Together movie brought 119 patrons into the library. The Friends of the Library will be selling ice cream after each Thursday performance.

4b Friends of the Colleyville Public Library Report

Friends of the Library President Merry Graves reported on the Meet the Director event introducing the community to Jack Pawlowski, as well as the paintings donated to honor former director Mary Rodne's service to the library. Merry acknowledged the summer reading program donation and the book sale held inside the library. Kay Newton noted the sale was successful in that they made \$151 and many more books were moved out of the library via the sale and donations to various local organizations. Summer Reading Program Thursday ice cream sale details were given and help requested. Friends of the Library membership opens on July 1st and forms are available at the Help Desk.

4c Colleyville Public Library Foundation Report

Board member Denise Light discussed how the Foundation partnered with the Friends of the Library once they reached out to acquire the painting in the library in honor of Mary Rodne's service. Light acknowledged the continued support of \$10,000 from the Glaser Foundation toward library programs. Adult Services Librarian, Kara Teeter, secured an author for the August luncheon event, as the acquisition of Sandra Brown proved to be too costly. A raffle or some sort of fundraising is being considered for the luncheon, as well as participating in North Texas Giving Day on September 19th.

Chair Skinner concluded the agenda was complete and requested a motion to adjourn.

5. ADJOURNMENT

A motion was made by Wanda Cotter and seconded by Al Cain to adjourn the meeting of the Colleyville Library Board at 6:46 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 12th DAY OF August 2024.

Minutes taken and prepared by:



Dina Bayles

Library Outreach and Program Coordinator



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, JULY 8, 2024

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by chair Bevill on July 8, 2024 at 6:15 p.m.

Roll Call

Present: David Groves, Brandon Arnold, Sayeda Syed, Jerome Obinabo, Richard Remley, and Claudia Bevill

Absent: Jerry Savoie

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts, and Christopher Pham

Also Present: Attorney, Sarah Ross, Fire Marshal, Rob Mckeown

Jacquelyn Reyff briefed the commission for case ZC24-009 and showcased new exhibits provided by the applicant. There was general discussion regarding the decision to preserve the church on Lot 1.

Christopher Pham briefed the commission for case ZC24-011. There was general discussion regarding the sourcing of employees and whether employees would be employed using 1099 tax forms or W2 tax forms.

Kristopher Potts briefed the commission for case ZC24-014. There was discussion regarding the differences between plans from the previous submittal and the current one, as well as allowable development if the property remained AG Agricultural.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:43 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on July 8, 2024, at 7:00 p.m.

Roll Call

Present: David Groves, Brandon Arnold, Sayeda Syed, Jerome Obinabo, Richard Remley, and Claudia Bevill

Absent: Jerry Savoie

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts, and Christopher Pham

Also Present: Attorney, Sarah Ross, Fire Marshal, Rob Mckeown

1. APPROVAL OF MINUTES

- 1a** June 10, 2024 Planning and Zoning Commission Meeting Minutes
June 24, 2024 Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Groves made a motion to approve the June 10, 2024 Planning and Zoning Commission Meeting Minutes and the June 24, 2024 Planning and Zoning Worksession meeting minutes.

Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Obinabo, Remley, Arnold and Bevill

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** **TABLED FROM THE JUNE 10, 2024 PLANNING AND ZONING COMMISSION MEETING**

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

Commissioner Syed made a motion to remove case ZC24-009 from the table.

Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Obinabo, Remley, Arnold and Bevill

Nay: 0

Jacquelyn Reyff presented the case and briefed the Commission.

Keith Hamilton, 7608 Overland Trail, Colleyville, TX, came forward and introduced himself to the Commission.

The public hearing was opened at 7:09 p.m.

Edwin Waller, 513 Leta Lane, spoke in opposition, specifically regarding the Southern Baptist Church's decision to sell the land and the desire to retain a church.

Lisa Grossman, 6014 Pleasant Run Road, spoke in opposition, specifically regarding the construction of homes adjacent to her property, the preservation of the parking lot and sidewalk located on the church property, and the development of the land.

John Fegan, 1303 Bellefonte Lane, came forward and discussed his current attempts to find a user for the existing church building.

With no one wishing to speak, the public hearing was closed at 7:23 p.m.

Commissioner Obinabo inquired about the historical preservation of the site and the history of the property. Mr. Waller came forward and explained that there is a historical preservation marker for the church, but not for the building itself.

Commissioner Syed discussed the utility of having an easily accessible parking lot remain on the property for the benefit of Colleyville Elementary events, as well as the taxable income of the property if it were to remain a church.

Commissioner Syed made a motion to approve Case ZC24-009.

Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Syed, Obinabo, Remley, Arnold and Bevill

Nay: 0

2b 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

Christopher Pham presented the case and briefed the Commission.

Ryan and Sunisa Ingram, 1206 Blazingstar Drive, Haslet, TX presented their case for the proposed Special Use Permit. The Commission inquired regarding the licensing of employees, the number of employees that would work at the location, and whether employees would be 1099 or W2 employees.

Mr. Ingram stated that employees would be hired and work as employees, not independent contractors, and possess their own licensure through the state of Texas. Licenses would be displayed on the wall of the business and be vetted prior to hiring. The business would start out with two massage therapists and reception employees, and that the employees would be employed using 1099 tax forms.

Additional questions were raised concerning the liability insurance of the business, nearby massage shops which the owners are connected with, and the recruitment of employees. He answered the Commission's questions regarding liability insurance by stating that the establishment possesses liability insurance and would be responsible for any claims made against them. Mr. Ingram stated that recruitment of employees is currently done through contacts Mrs. Ingram knows, but they intend to expand through other networks.

Chair Bevill inquired about how work would be divided by employees with two locations. Mr. Ingram stated that he would be responsible for taking care of the laundry for both locations at the end of the day, cleaning is handled by the therapists at the start of the day, and that they would go between locations during the day.

Commissioner Syed inquired about the hours of operation. He stated that at their current existing location, Deluxe Thai Massage in Roanoke, TX, their hours of operation are from 10am-8pm on Monday through Saturday, and from 10am-6pm on Sunday and that Colleyville's location would have the same hours of operation.

The public hearing was opened at 7:51 p.m.

With no one wishing to speak, the public hearing was closed at 7:52 p.m.

There was general discussion amongst the Commission whether individual massage therapists employed under the establishment would need individual Special Use Permits and whether liability insurance would be needed for individual massage

therapists.

With someone wishing to speak, the public hearing was re-opened at 7:59 p.m.

Josephine Torres, 3904 Copperwood Court, spoke in opposition, specifically requesting for the Tara Plantation Home Owner's Association to have involvement in the vote of the item.

With no one wishing to speak, the public hearing was closed at 8:01 p.m.

There was general discussion amongst the Commission whether the item should be tabled to the next worksession to allow for neighborhood discussions.

**Commissioner Obinabo made a motion to approve Case ZC24-011.
Commissioner Arnold seconded the motion.**

The motion was carried by the following vote:

Aye: 4 – Obinabo, Remley, Arnold, and Bevill

Nay: 2 – Syed and Groves

- 2c** 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

Kristopher Potts presented the case and briefed the Commission.

Curtis Young, 1130 North Carroll Avenue, Suite 200, Southlake, TX presented his case to the Commission. He presented the changes that were made to the plan as the case went before Planning and Zoning Commission and City Council and the design of homes that would be built in the neighborhood.

Chair Bevill inquired about the construction timeline of the development, and the projected completion date if it were to be approved. Mr. Young stated that based on the timeline, the development would be ready for home construction by the latter part of next year. Commissioner Groves inquired about the tree preservation easement and asked if that could be changed to a landscape and preservation easement to prevent construction.

The public hearing was opened at 8:45 p.m.

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

Robert Zebian, 6708 India Court, did not wish to speak, but did wish to record his opposition.

Charlie Anderson, 2414 Wilkes Drive, spoke in opposition, specifically regarding topography and drainage methodology concerns, and the desire to preserve the AG Agricultural zoning on the property.

David Dudziak, 2301 Wilkes Court, spoke in support of the case, specifically regarding the way the plan improved over time, the drainage improvements, the addition of a trail, and an improvement to the character of Colleyville.

Jeff Cosand, 2604 Twelve Oaks Lane, spoke in support of the case, specifically regarding the improvement of the plan over time and the beautification of an entrance to Colleyville.

Tim Waterworth, 6808 Rockbrook Court, spoke in opposition, specifically regarding the topography of the area, ecological features that merit preservation, and the open space preservation goals outlined in the Comprehensive Plan.

Bob Egan, 2410 Twelve Oaks Lane, spoke in support of the case if the city accepts the donation of open space on the northern side of the development to develop a trail in the future.

With no one wishing to speak, the public hearing was closed at 9:08 p.m.

Chair Bevill stated that development of the property would happen at some point, and that there was no guarantee a development of this quality would be brought forth again in the future. Commissioner Remley stated that development on sloped properties is common throughout several states and doable on this property. Commissioner Groves stated that the development would be one of the best developments in Colleyville if approved. Commissioner Syed made a statement that the RE zoning district would be more appropriate for this property. Commissioner Obinabo stated that the development showed improvement over time and shows good open space preservation.

**Commissioner Groves made a motion to table Case ZC24-014.
Commissioner Obinabo seconded the motion.**

The motion was carried by the following vote:

Aye: 5 – Groves, Arnold, Savoie, Obinabo, Remley, and Bevill
Nay: 1 - Syed

4. CITIZEN COMMENTS

The public forum opened at 9:23 p.m.

With no one wishing to speak, the public forum closed at 9:23 p.m.

5. ADJOURNMENT

The meeting adjourned at 9:23 p.m.

The minutes were written and prepared by:

Christopher Pham

Christopher Pham

Planner

The meeting minutes were approved on August 12, 2024 by a vote of 6-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

JULY 22, 2024

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Vice Chair Groves on July 22, 2024, at 6:18 p.m.

Roll Call

Present: David Groves, Richard Remley, Sayeda Syed, Jerome Obinabo, Jerry Savoie, and Brandon Arnold

Absent: Claudia Bevill

Staff Present: Jacquelyn Reyff, Kris Potts, Chris Pham

Also Present: Attorney, Sarah Ross, Fire Marshal, Rob Mckeown

2. WORKSESSION AGENDA ITMES

2a Review of Processes and Procedures of the Commission and Role of Commissioners

Sarah Ross briefed the Commission on the processes and procedures of the Commission and the role of Commissioners. There was general discussion regarding state laws that establish the reasons for zoning and outline the roles and extents of the Planning and Zoning Commission. Discussion regarding the types of questions asked, and how to tailor them to be specific to zoning concerns occurred as well.

3. ADJOURMENT

The meeting adjourned at 7:03 p.m.

The minutes were written and prepared by:

Christopher Pham

Chris Pham
Planner

The meeting minutes were approved on August 12, 2024 by a vote of 6-0.

RESOLUTION R-24-4964

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
AUGUST 20, 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 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
City Secretary, TRMC

Bobby Lindamood
Mayor