



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

WEDNESDAY, JANUARY 22, 2025

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

CALL TO ORDER

WS-1 Economic Development Update

WS-2 Discussion of the January 22, 2025, City Council regular agenda items

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

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

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

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

**REGULAR MEETING
7:00 P.M.
CITY COUNCIL CHAMBERS**

INVOCATION: Pastor Jeff Strickland, Journey Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5005

3. OATH OF OFFICE

3a Mayor for a Day Danielle Ernest will take the Oath of Office

4. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Appointing Danielle Ernest Mayor for a Day in Colleyville Proclamation - Mayor Bobby Lindamood and Danielle Ernest

Proclamation naming January 22, 2025 as Thank a Teacher Day at Covenant Christian Academy - Mayor for a Day Danielle Ernest and Mayor Bobby Lindamood

5. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5006

5a Approval of the minutes of the regular City Council meeting of January 7, 2025

5b Approval of a proposal for bank depository services with JPM Chase and Frost Bank, and authorizing the City Manager to execute the agreements

5c Approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., in an amount not to exceed \$110,000 for design of the Western Trails Drainage Improvement Project, and authorizing the City Manager to execute the agreement

5d Approval of a Winter Restaurant Only Gift Card program

5e Approval of a lease at 35 Veranda for the purpose of relocating the Colleyville Business Center and authorizing the City Manager to execute the agreement

5f Approval of a commercial sublease agreement with the Colleyville Chamber of Commerce at the Colleyville Business Center and authorizing the City Manager to execute the agreement

6. ITEMS NOT FOR CITY COUNCIL ACTION

6a Monthly Financial Report - December 2024

7. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**7a Ordinance O-25-2313**

Consideration of an amendment to a Planned Unit Development – Commercial Ordinance to allow for office and medical office buildings, being Tract 1, Abstract 1154, R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC24-027

7b Ordinance O-25-2314

Consideration of a Special Use Permit to allow for a Daycare Center on a portion of Lot 1, Block 1, Towne Center Animal Hospital, located at 4313 Colleyville Boulevard, Case ZC24-028

7c Ordinance O-25-2315

Consideration of a change of zoning from AG Agricultural to CC-1 Village Retail, being Tract 2P, Abstract 973, Absalom J Lott Survey, located at 6312 Colleyville Boulevard, Case ZC24-029

7d Ordinance O-25-2316

Amending the City's fee schedule by amending and restating Section 2-26 of the Colleyville, Texas, Code of Ordinances, establishing fees and charges for City services

7e Ordinance O-25-2317

Amending Chapter 18 of the Code of Ordinances by adopting the 2024 International Codes and the 2023 National Electric Code

8. RESOLUTION(S): READING AND PUBLIC HEARING**8a Resolution R-25-5007**

Approval of a resolution calling a General Election for the purpose of electing a Mayor and City Councilmembers to Place 1 and Place 2 and authorizing a joint election agreement and contract for election services with Tarrant County Elections Administration

8b Resolution R-25-5008

Approval of a resolution decommissioning the Heroes Park Design Committee, establishing the Heroes Park Board, appointing members, establishing terms, membership, and duties, and approving the Heroes Park Nomination For Induction Criteria

9. CITIZEN COMMENTS**10. REPORTS**

Sign Board of Appeals Minutes - December 12, 2023

Planning and Zoning Commission Minutes - December 9, 2024

Planning and Zoning Commission Worksession Minutes - December 23, 2024

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR WEDNESDAY, JANUARY 22, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5009

12. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, January 17, 2025* 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 817.503.1130, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 1/22/2025

Type Worksession

Department City Manager

Title

Economic Development Update

Explanation

Chelsea Rose, Community Engagement and Economic Development Manager, will provide an economic development update.

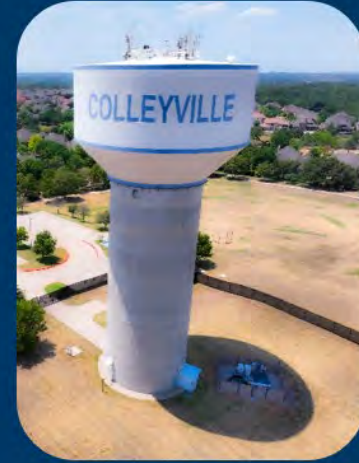
Attachments

1. WS-1 Economic Development Update



Economic Development Update

City Council Worksession
January 22, 2025



Economic Development

Our economic development efforts are focused on attracting, growing, and retaining a quality mix of commercial businesses that provide the goods and services desired by citizens and visitors, with a physical presence that adds to the exceptional aesthetics of the community.

- › Demographics
- › Analytics
- › Sales Tax
- › Focus Areas
- › Prospects
- › City Owned Properties
- › Economic Development Programs



AWARD WINNING COMMUNITY

Police, Fire, Library,
Parks and Recreation,
Finance, Economic Development
Community Development,
Public Works



#2 Best DFW School District
#4 Best Texas School District



26,057
People



9,311
Households



13.1
Square Miles



\$196,034
Median
Household
Income



48.6
Median Age



69% Hold Bachelors
Degree or Beyond
Highly Educated
Population



City Grant Programs for Businesses
Gift Card Program for Residents
Promotional Programs for Local Businesses



92.5%

Occupancy Rate

\$26 / Sq Ft

Market Median Rent Rate

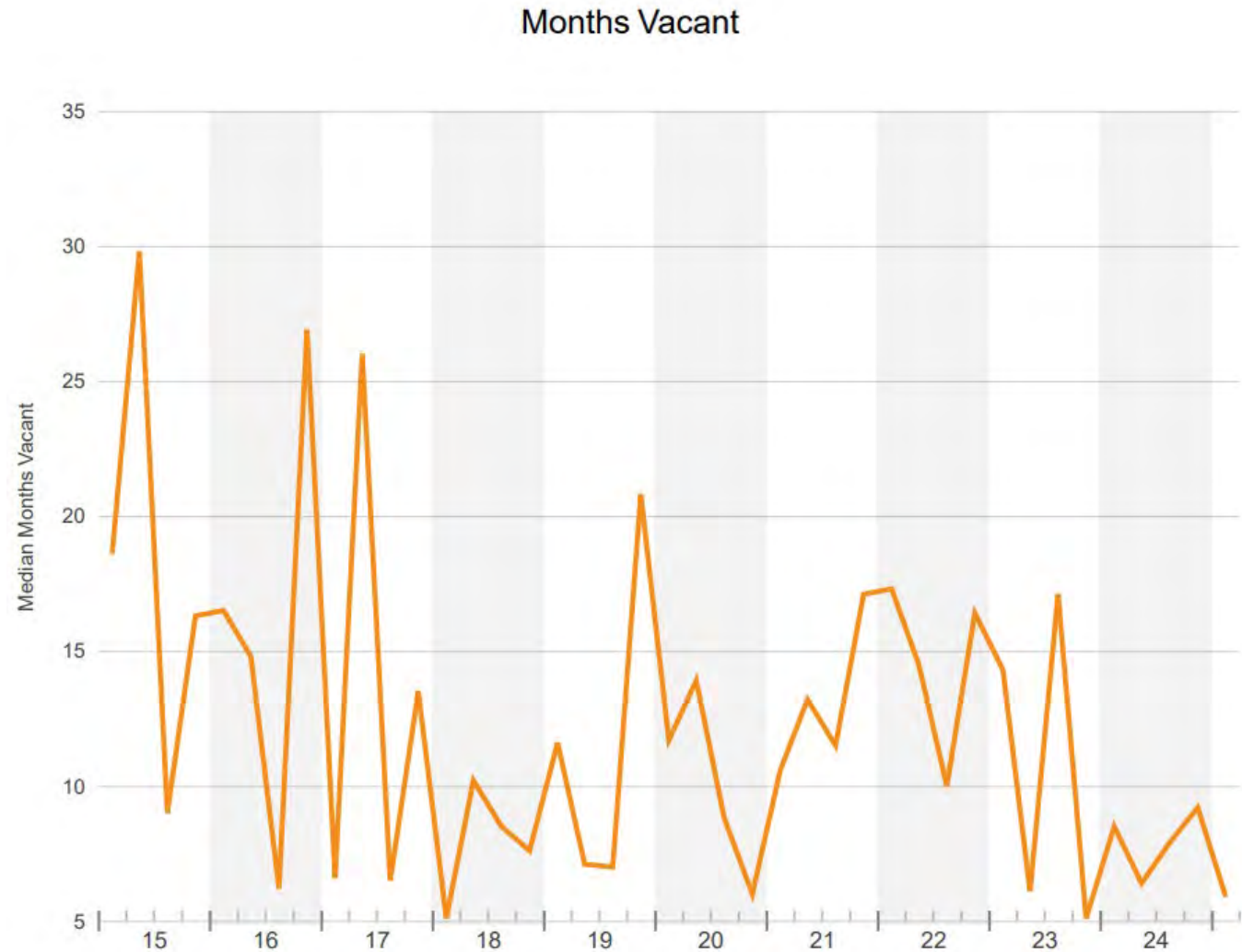
225K Sq Ft

Available Square
Footage to lease

2.8M Sq Ft

Square Feet Inventory

Analytics



Months Vacant are trending down



Analytics

92.5%

Occupancy Rate

\$26 / Sq Ft

Market Median Rent Rate

225K Sq Ft

Available Square
Footage to lease

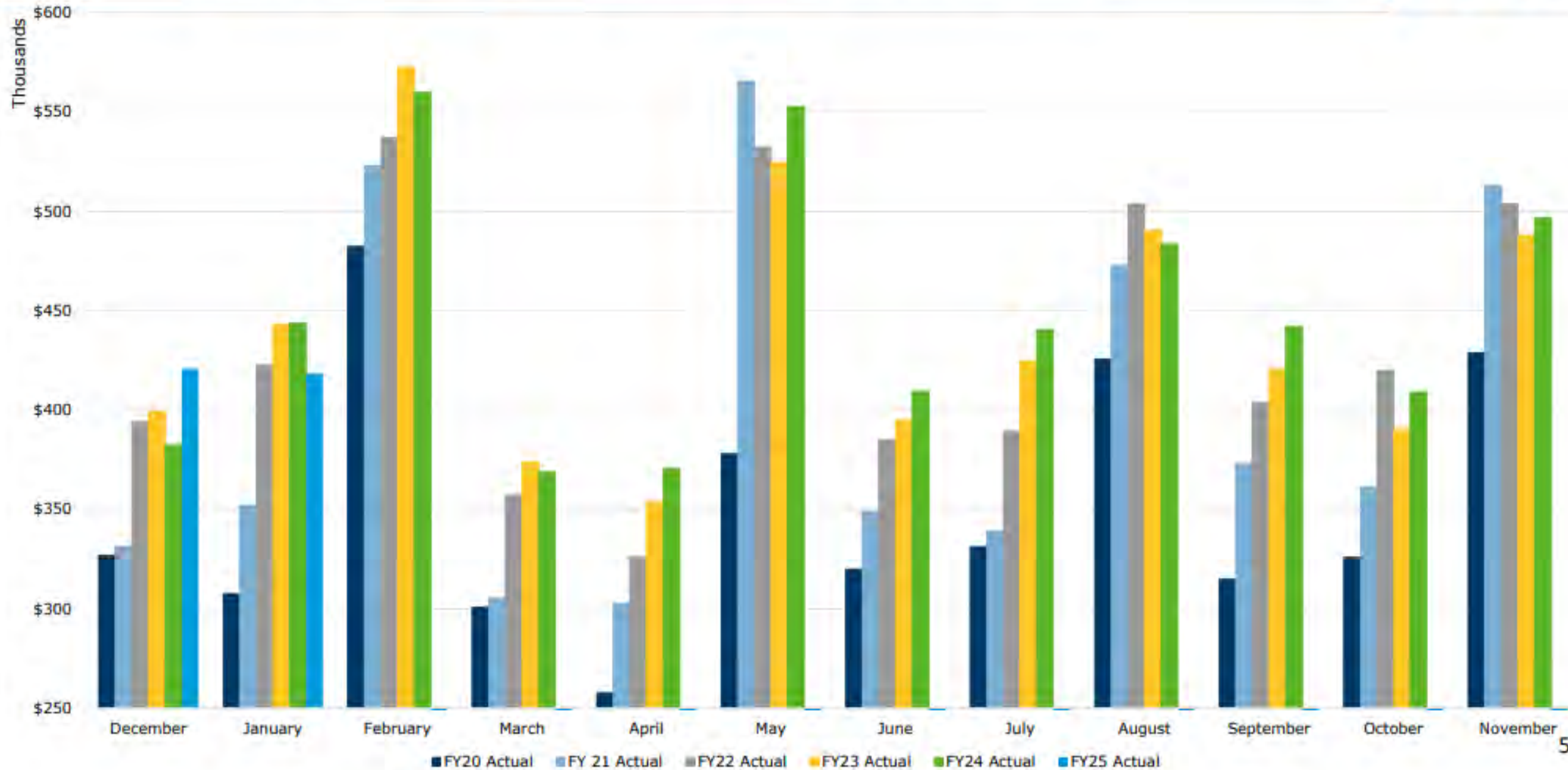
2.8M Sq Ft

Square Feet Inventory

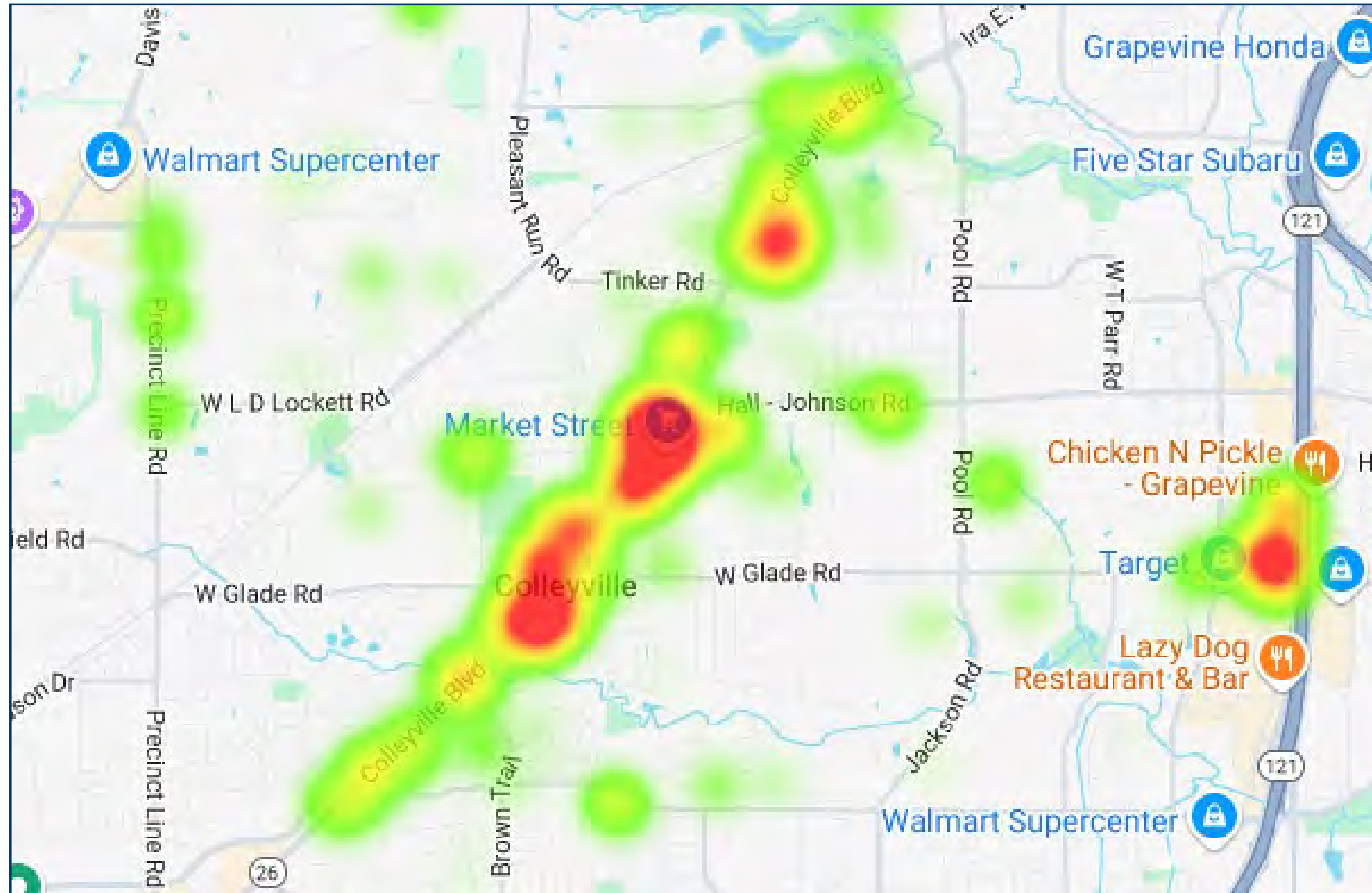
Market Asking Rent Per SF



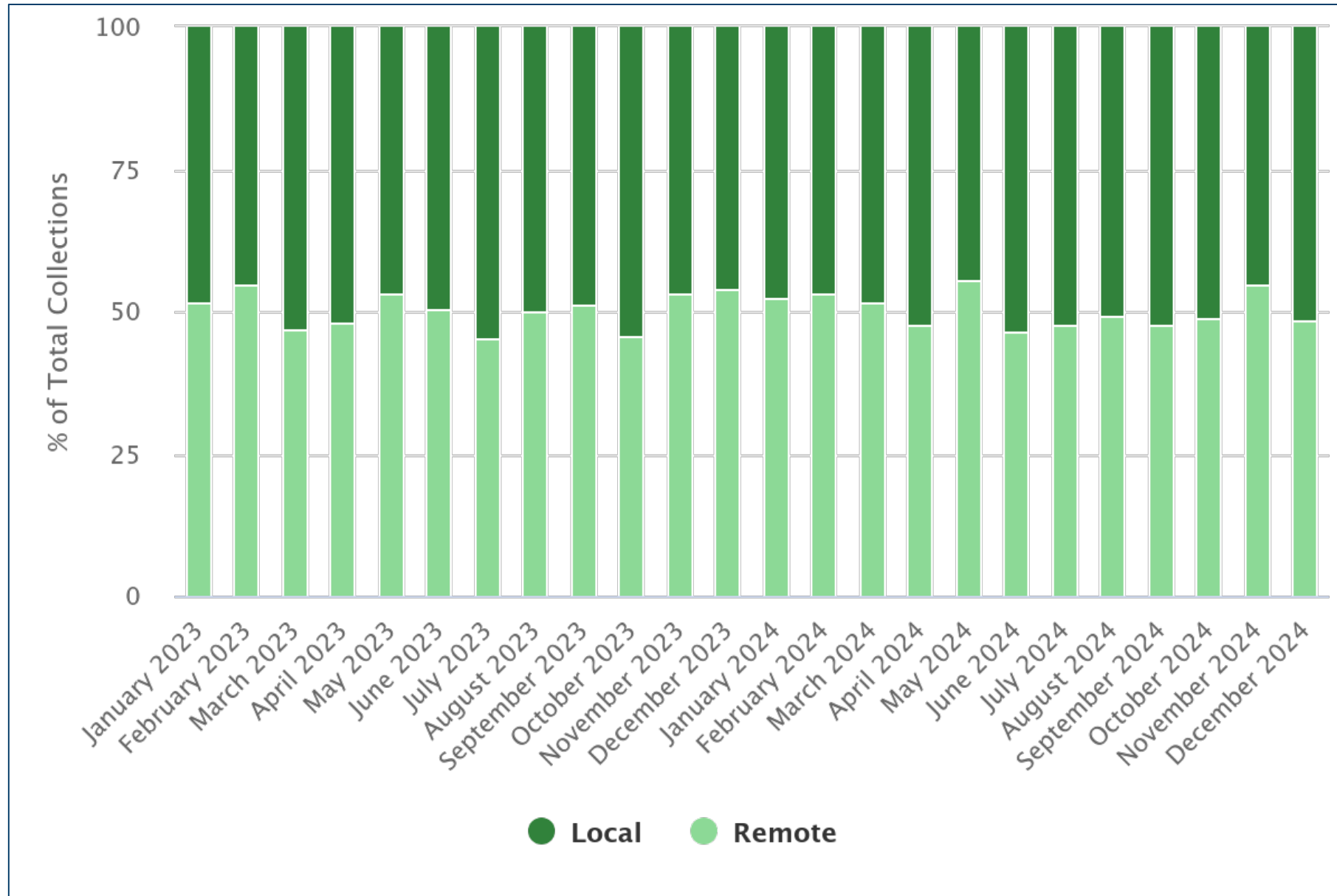
Sales Tax: Comparative Collections



Sales Tax Hot Spots



In Store (Local) vs. Online (Remote)



Top Restaurant Closing Reasons-Nationally



- Increased Competition for Customers
- Inflation
- Rising Labor Prices
- Rising Food Prices
- Owner Personal/Family Reasons
- Customer Buying Patterns
- Rent Increases
- Relocations
- Construction-related Challenges



SOURCES

<https://www.ketk.com/news/local-news/were-going-to-miss-them-brigittas-hungarian-restaurant-adds-to-growing-list-of-closing-east-texas-restaurants/>
<https://www.ksat.com/news/local/2024/07/25/why-your-favorite-san-antonio-restaurants-are-closing-down-or-struggling-to-survive/>
<https://www.lubbockonline.com/story/business/2024/12/31/46-lubbock-restaurants-shops-closed-in-2024-heres-why-economy-tom-bingos-bbq-shearers-foods/76201037007/>
<https://houston.eater.com/2024/11/19/24300883/houston-restaurant-closings-closed-november-2024>
<https://www.austinmonthly.com/restaurants-bars-closing-austin/>
<https://www.chron.com/food/article/texas-barbecue-smokehouse-closings-bbq-19993522.php>
<https://www.texasmonthly.com/bbq/bbq-joints-closing-2024/>
<https://www.dallasnews.com/food/restaurant-news/2024/12/17/biggest-restaurant-closures-dallas-fort-worth-2024-gone-not-forgotten/>
<https://www.mysanantonio.com/food/article/boerne-restaurant-closures-19462210.php>
<https://bitly.com/blog/why-are-retailers-closing/#h-3-key-reasons-retail-stores-are-closing>
<https://www.thestreet.com/retail/why-so-many-retail-stores-are-still-closing>
<https://www.familyhandyman.com/article/why-stores-are-closing/?srsltid=AfmBOooUjqSq84idKqDvZJ-Oe47kPEweHzKFEKVH3SWtFeYH3yp1Dnbp>
<https://longitudinedesign.com/8-most-common-reasons-restaurants-close-within-the-first-year/>
<https://www.forbes.com/sites/jackkelly/2024/06/06/major-restaurant-chains-that-have-closed-down-locations-across-the-us-in-2024/>

According to CoStar, lead provider of information, analytics, and marketing services to the commercial property industry,...

Businesses have been affected “by a challenging macroeconomic environment – with consumers cutting back their discretionary spending – as well as competition from budget-friendly giants such as the dollar-store chains, Amazon, Walmart, and Target.”

<https://www.costar.com/article/731258284/party-city-is-said-to-be-shutting-down>

“U.S. retailers have so far announced 7,327 store closings... for 2024, with closings soaring past any full-year total since the height of pandemic in 2020.”

<https://www.costar.com/article/731258284/party-city-is-said-to-be-shutting-down>

“It is the high cost and access to capital that is causing the demise of very good but undercapitalized retail chains”

<https://www.costar.com/article/731258284/party-city-is-said-to-be-shutting-down>

2024 was “a tough year full of liquidations and bankruptcies of U.S. brick-and-mortar retail operators.”

<https://www.costar.com/article/1155126386/big-lots-plans-to-shut-its-nearly-900-remaining-stores>

“Coresight has tracked 49 U.S. retail bankruptcies – including auto dealers and direct-to-consumer brands – compared to 25 bankruptcies in calendar 2023.”

<https://www.costar.com/article/1155126386/big-lots-plans-to-shut-its-nearly-900-remaining-stores>

Colleyville Business Activity

NEW	REDEVELOPMENT	IN PROCESS
Cheeky Monkey Tara Village	Town Center Colleyville /LOOK Indoor Family Fun Concept	Tinker NW (24K sf)
The Cookie Bar Town Center Colleyville	Capitol One Building- SOLD	Tinker NE (90K sf)
Happy Beauty Co Town Center Colleyville	Former 99 Cent Store Entertainment/Family	Hodges Property (83K sf)
New York Butcher Shoppe Glade & Heritage	ANYTIME FITNESS Precinct Line	Sagora Senior Living (303k sf)
Daily Bep Former Julia's Donuts	truBond Vet Glade & Heritage	Pickleball Kingdom (40K sf)
Freeform Chiropractic Glade & Heritage	Colleyville Business Center The Village	Southern Gateway (25K sf) Retail and Restaurant Boutique Grocery Store
Pulse PEMF Town Center Colleyville	PoshPaw / Vetted	Precinct Line Medical (19K sf)
Only You Bridal Town Center Colleyville Grand Opening February	CRUNCH Fitness March 2025	Kiddie Academy (10K sf)
	La Penela Restaurant The Village 2025	Kaizen Sports Training Facility (5K sf)
		Golden Paws Development (12K sf)
		O'Brien Office (4K sf)
		Distribution Center (150K sf)



Colleyville Business Activity

NEW	REDEVELOPMENT	IN PROCESS
Cheeky Monkey Tara Village	Town Center Colleyville /LOOK Indoor Family Fun Concept	Banker NW (24K sf)
The Cookie Bar Town Center Colleyville	Capitol One Building- SOLD	Banker NE (90K sf)
Happy Town Center Colleyville		Property (83K sf)
New Y		for Living (303k sf)
Shopp		dom (40K sf)
Daily		(25K sf)
Free		Medical (19K sf)
Pulse PEMF	CRUNCH Fitness March 2025	ny (10K sf)
Only You Bridal	La Penela Restaurant The Village 2025	Sports Training Facility (5K sf)
		Paws Development (12K sf)
		Men Office (4K sf)
		Distribution Center (150K sf)

765,000 sf
New Construction!



- The Village: Colleyville Business Center/ Chamber of Commerce to relocate
- Colleyville Downs Restaurant: Higher than avg rent / Breakfast and (2) Italian Concepts
- Former Bellissimo's: Café, (2) QSRs, retail store
- LOOK: (3) LOIs from indoor amusement family fun concepts
Negotiations have begun with one of the concepts
- 99 CENT STORE: Indoor amusement concepts, restaurant, Grocery store
- Northern Gateway: Pickleball Kingdom and QSR (quick service restaurant)
- Southern Gateway: Developer under Contract-Retail/Restaurant and Popular Boutique Grocery Store
- Black Walnut: Fine Casual Restaurants Independent and Popular Chains

Prospects

FAMILY ENTERTAINMENT

Slick City
The Picklr
Pickleball Kingdom
Playstreet Museum
Sherlocked
Ace Pickleball
Escape Hunt
Putt Shack
FunBox
FunCity
Pickleball Smash-It
F1 Arcade
Pickle Juice
SERV
Sandbox VR
Activate Games
Launch Entertainment
Cineplex Entertainment

FAST CASUAL / QSR

Whataburger
Smalls Sliders
Firehouse Subs
Wendy's
Savvy Sliders
P. Terry's
Ike's Sandwiches
Coco Shrimp
Taco Casa
Salad and Go
Dairy Queen
SWIG
Curry Up Now
Dutch Bros
Tim Horton's
Jeremiah's Ice
Newk's

RESTAURANTS

Balkan Garden
Black Bear Diner
Chuy's
CAVA
Eggs Up Grill
The Biscuit Bar
Ford's Garage
Sixty Vines
Chopt
Meddy's
First Watch
Rockfish
Tropical Smoothie
Southern Roots
Brewery
Toast City Diner
Hideaway Pizza
Patriotic Pig
Zalat
North Italia
Front Yard Brewery

RETAIL

Hey Sugar
Atomic Candy
Full Circle Books
Kemo Sabe
SWTHZ
BodyBar
Trader Joes
Publix
The Joint Chiropractic
Crunch Fitness



Prospect Sources



Costar
Retail Live! Austin
ICSC National
One Million Cups
Northeast leadership Forum
ICSC Central
Chamber Economic Development Forum
Economic Development Committee



ICSC Red River
ICSC New York
Main Street Now



City Owned Properties



- Northern Gateway 37 Acres
Flood Study Underway

City Owned Properties



- Northern Gateway 3.81 Acres
Pickleball Kingdom LOI, Contract Pending

City Owned Properties



➤ Southern Gateway 5.8856 Acres

Under contract with Venture

Site Plan underway to include popular boutique grocery store along with retail and restaurant

- **Business Center Chamber Partnership** – The City and the Chamber have partnered on a community Business Center. This facility is home to our Chamber of Commerce and provides support and programming for our local business community. The Service Corps of Retired Executives (SCORE) uses the facility to counsel business owners and provide education programs.
- **Business Outreach Program** – Staff makes personal contact with all business owners to discuss business trends and individual needs. City events also include business engagement opportunities.
- **Economic Development Committee-** Internal committee made of leadership roles throughout the organization. They meet to discuss trends, prospects, processes, and creative new ways to conduct business retention and attraction.
- **Economic Development Forum-** Monthly update conducted with the Colleyville Chamber of Commerce to inform the business community and residents about economic development happenings and request their prospect preference

IMPACT

70 %

Bingo Cards Returned for
Gift Card (500 Picked Up)



\$65,000

Colleyville Gives
Grant 2024
\$512,100 since 2018



\$126,700

Restaurant Only 2024 Gift Cards



\$4,349,105

Gift Cards from 2018

\$665,400

BEST Grant
Matching funds to date

\$140,000

SIGN Grant
Matching Funds to date

\$50,000

SAFER Grant
Matching Funds to date

\$5,716,605

Economic Investment
Since 2018



Questions and Discussion



**CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING**

Agenda Number WS-2	Agenda Date 1/22/2025
Type Worksession	
Department City Secretary	

Title
Discussion of the January 22, 2025, City Council regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 1/22/2025

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

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Attachments

RESOLUTION R-25-5005

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF JANUARY 22, 2025**

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 22ND DAY OF JANUARY 2025.

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 3

Agenda Date 1/22/2025

Type Oath of Office

Department City Secretary

Title

Mayor for a Day Danielle Ernest will take the Oath of Office

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4

Agenda Date 1/22/2025

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Appointing Danielle Ernest Mayor for a Day in Colleyville Proclamation - Mayor Bobby Lindamood and Danielle Ernest

Proclamation naming January 22, 2025 as Thank a Teacher Day at Covenant Christian Academy - Mayor for a Day Danielle Ernest and Mayor Bobby Lindamood

Attachments

RESOLUTION R-25-5006

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JANUARY 22, 2025

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 January 7, 2025
 - b. Approval of a proposal for bank depository services with JPM Chase and Frost Bank, and authorizing the City Manager to execute the agreements
 - c. Approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., in an amount not to exceed \$110,000 for design of the Western Trails Drainage Improvement Project, and authorizing the City Manager to execute the agreement
 - d. Approval of a Winter Restaurant Only Gift Card program
 - e. Approval of a lease at 35 Veranda for the purpose of relocating the Colleyville Business Center and authorizing the City Manager to execute the agreement
 - f. Approval of a commercial sublease agreement with the Colleyville Chamber of Commerce at the Colleyville Business Center and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

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	Bobby Lindamood
City Secretary, TRMC	Mayor



CITY OF COLLEYVILLE
CITY COUNCIL MINUTES
100 Main Street, Colleyville, Texas, 76034

TUESDAY, JANUARY 7, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, January 7, 2025, at 5:30 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, City Engineer Larry Wright, City Attorney Sarah Ross, and City Secretary Christine Loven.

WS-1 Discussion of residential carport regulations

Community Development Director Ben Bryner presented this item noting all residential carports require approval of a Special Use Permit (SUP) by the City Council, and the Land Development Code (LDC) contains regulations requiring setback, size, roof, and exterior material standards. He presented amendments to the LDC which eliminates need for the SUP approval when in compliance with the minimum standards.

There was discussion regarding screening, setbacks, elevations, and corner lots.

Director Bryner stated he would bring this item forward, incorporating the Council direction, at a future meeting.

WS-2 Discussion of updated branding on street signs

Assistant City Manager Adrienne Lothery presented this proposal to begin replacing intersection signs with the monogram logo, noting this was one of the priorities from the Council's Priority Setting Workshop. She presented two potential layouts for illuminated signs at 12 signalized intersections.

There was discussion regarding the color and Council directed staff to have the company to provide proto-type signage for their review, prior to ordering all the signs.

WS-3 Discussion of the Colleyville Business Center relocating to The Village

Assistant City Manager Mark Wood provided this proposal to relocate the Colleyville Business Center to The Village, as the current lease on Colleyville Boulevard will expire in April and is non-renewable. Manager Wood stated the City would lease a 5,208 square foot space and sublease 1,844 square feet to the Chamber of Commerce, and the City would then rent out the remaining eight offices and conference room.

The City Council directed staff to move forward with the lease to bring before the Council for formal action.

WS-4 Discussion of the January 7, 2025, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood closed the Worksession at 6:06 p.m. and called the Executive Session to order.

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

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

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

Section 551.074 - Personnel - deliberate the appointment, employment, evaluation, or duties of a Finance Director

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

There was no action taken and Mayor Lindamood adjourned Executive Session at 7:03 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:10 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 Sarah Ross

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5001

Mayor Lindamood read Resolution R-25-5001 in its entirety and stated this Resolution is formal approval of hiring Cassie Smith, as the City's Finance Director.

City Manager Jerry Ducay and Mayor Lindamood reviewed Mrs. Smith's resume and work history.

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

Councilmember Graves made a motion to approve Resolution R-25-5001, seconded by Councilmember Holt Gunderson.

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.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5002

4a Approval of the minutes of the regular City Council meeting of December 17, 2024

Mayor Lindamood read Resolution R-25-5002 in its entirety.

There was no discussion and Mayor Lindamood opened and closed the public hearing without any speakers.

Councilmember Alphonso made a motion to approve Resolution R-25-5002, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

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

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

5a Ordinance O-25-2312

Consideration of an amendment to the Planned Unit Development - Commercial district for The Village at Colleyville for consideration of a specific use of a prayer room to be allowed within The Village at Colleyville Addition, Case ZC24-024

Mayor Lindamood read the caption of Ordinance O-25-2312.

Community Development Director Ben Bryner presented this request for an amendment to the existing Village at Colleyville PUD-C Planned Unit Development – Commercial ordinance to allow for prayer, ministry, counseling, and religious study activities within The Village. The amendment is to allow the Colleyville Prayer Room to relocate to a suite in The Village at Colleyville.

There was discussion regarding parking and other uses within The Village.

At the request of the Council, applicant Pastor Alvaro Matehuala came forward to answer questions of the City Council. Pastor Matehuala told of the good work within the community which the Prayer Room has provided. He stated The Prayer Room has been in Colleyville over 40 years, and the landlord has had to raise rent and The Prayer Room cannot afford to stay in the current location, but wanted to stay in Colleyville. He also reviewed the size of groups, hours of operation, and the use of a piano and acoustic guitar.

Mayor Lindamood opened the public hearing.

Speaking in opposition were Douglas Gilliland, 55 Main Street, and Debbie Pilgrim, 33 Main Street.

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

Mayor Lindamood asked Pastor Matehuala if there is a timeline for when the Prayer Room must leave the current location, to which he responded they could continue the lease on a month-to-month basis. Mayor Lindamood asked Pastor Matehuala to meet with the residents in The Village to answer their concerns, as he would like to table the ordinance to February 4, 2025, to allow time for further consideration.

Mayor Lindamood made a motion to table Ordinance O-25-2312 to a date certain of February 4, 2025, seconded by Councilmember Graves.

The motion to table 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.

5b Ordinance O-25-2313

Consideration of an amendment to a Planned Unit Development – Commercial Ordinance to allow for office and medical office buildings, being Tract 1, Abstract 1154, R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC24-027

Mayor Lindamood read the caption of Ordinance O-25-2313.

Community Development Director Ben Bryner presented the request to allow for an amendment to an existing PUD-C Planned Unit Development – Commercial ordinance to allow for office and medical office use. The amendment would modify the site plan, and allow for the development of office and medical office buildings, by splitting the property into four separate tracts. If approved and once the property was split, three office and medical office buildings and a drive-through restaurant would be built. Director Bryner stated the applicant is also requesting to reduce the masonry (brick and stone) materials of the elevations from 90% to 63%.

There was discussion regarding the landscape plan.

Applicant Paul Moss provided a presentation on the previous building which he has built and explained the request to reduce the masonry materials is to provide a uniform appearance on the four lots. He and the City Council also discussed the coloring and landscape.

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

This was a first reading and no action was taken.

5c Ordinance O-25-2314

Consideration of a Special Use Permit to allow for a Daycare Center on a portion of Lot 1, Block 1, Towne Center Animal Hospital, located at 4313 Colleyville Boulevard, Case ZC24-028

Mayor Lindamood read the caption of Ordinance O-25-2314.

Community Development Director Ben Bryner presented this item and noted City Manager Ducay has been in conversation with the developer to seek elevation changes and nicer landscape plan.

Kartuvia Patel, Allen, TX, Engineer of Record, came forward to answer questions of the City Council. City Manager Ducay directed the applicant to install a knee-wall with the wrought iron fence to be placed on top of the wall, and to make the requested elevation changes, and change the exit door, noting this side of the building fronts Colleyville Boulevard. There was additional discussion of the landscaping.

Mr. Patel stated he would have to speak with the designer and owners, as this was not the usual design for the franchise, before making a commitment and he will do so before the next meeting and will meet with City staff.

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

This was a first reading and no action was taken.

5d Ordinance O-25-2315

Consideration of a change of zoning from AG Agricultural to CC-1 Village Retail, being Tract 2P, Abstract 973, Absalom J Lott Survey, located at 6312 Colleyville Boulevard, Case ZC24-029

Mayor Lindamood read the caption of Ordinance O-25-2315.

Community Development Director Ben Bryner presented this request which would allow for a commercial development. Director Bryner stated the applicant has provided a letter from a consultant stating the development impact on the wetlands is feasible, therefore, the City will require approval from the Army Corps of Engineers prior to the site plan being approved.

There was discussion of the tree types on the property, tree mitigation, and replacement. The City Arborist will prepare a report to be provided to the City Council at the next meeting. City Engineer Larry Wright stated the property is in the 500-year plain, but is not the effective flood plain until FEMA makes it an effective map. He noted preliminary drainage analysis indicates no adverse effect, however, the Army Corps of Engineers would have to be advised, and FEMA and the Army Corp would have to direct what regulations would be required.

Samantha Ritz, Civil Engineer for the project was present and answered questions of the City Council.

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

This was a first reading and no action was taken.

5e Ordinance O-25-2316

Amending the City's fee schedule by amending and restating Section 2-26 of the Colleyville, Texas, Code of Ordinances, establishing fees and charges for City services

Mayor Lindamood read the caption of Ordinance O-25-2316.

Community Development Director Ben Bryner presented this item noting a full presentation was provided to the City Council at the December 3, 2024 Worksession. He reviewed the fees to be changed, noted staff had benchmarked area cities fees, and these recommendations are within range of the surrounding cities.

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

This was a first reading and no action was taken.

5f Ordinance O-25-2317

Amending Chapter 18 of the Code of Ordinances by adopting the 2024 International Codes and the 2023 National Electric Code

Mayor Lindamood read the caption of Ordinance O-25-2317.

Community Development Director Ben Bryner stated this item was presented to City Council at the December 3, 2024 Worksession and seeks approval to adopt the 2024 Editions of the Internal Codes and 2023 Edition of the National Electric Code. He noted the Property Maintenance Code is included in this adoption and has not previously been adopted, but noted it will be a very helpful tool for the Code Enforcement Officer. Director Bryner also noted staff is requesting the new codes be adopted every three years.

There was general discussion on the need and usefulness of the Property Maintenance Code and need to stay current with code adoption.

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

This was a first reading and no action was taken.

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-25-5003**

Consideration of a replat with a waiver for lot width for Lot 1, Block A, Alverson Addition, being located at 605 Beverly Drive, Case PC24-014

Mayor Lindamood read Resolution R-25-5003 in its entirety.

Community Development Director Ben Bryner presented this item and noted the property had been platted by metes and bounds and has existed in this configuration for many years because it is an older neighborhood originally platted as a block. The applicant is seeking the replat in anticipation of future building permits.

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

Councilmember Holt Gunderson made a motion to approve Resolution R-25-5003, seconded by Councilmember Raine.

The motion was approved by the following vote:

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

7. CITIZEN COMMENTS

Mayor Lindamood expressed his condolences to Kathy Hadley in the passing of her mother Julia White.

8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JANUARY 7, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5004

This resolution was not needed.

9. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 9:08 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5b

Agenda Date 1/22/2025

Number Resolution R-25-5006

Type Resolution

Department Finance

Title

Approval of a proposal for bank depository services with JPM Chase and Frost Bank, and authorizing the City Manager to execute the agreements

Explanation

Reading and Public Hearing

This agenda item provides for the approval of depository services contracts with both JPMorgan Chase Bank and Frost Bank. Chapter 105 of the Texas Local Government Code requires the City competitively solicit financial institutions to provide Primary Depository Services at least every five (5) years.

The City's current five-year Depository Contract with Frost Bank terminates on March 31, 2025.

The City, with the assistance of Valley View Consulting, LLC, conducted the required solicitation and received three applications to provide primary depository services to the City.

After a detailed review and analysis of the applications it was determined JPMorgan Chase Bank provided the most advantageous application to serve as the City's Primary Depository Services provider. The contract with JPMorgan Chase Bank will commence on April 1, 2025 and end on March 31, 2027. The City has the option of renewing the contract for three additional one-year periods under the same terms and conditions.

In addition, a one-year contract will be executed with Frost Bank, the incumbent bank, in order to facilitate the transition of banking services to JPMorgan Chase Bank. This additional time with the incumbent will provide staff sufficient time to ensure a smooth, complete transition to the new bank.

Financial Impact

The potential impact of the award will be an overall net income to the City of \$1,160,673 for the initial two-year term with JPMorgan Chase Bank, and a net income of \$2,827,693 for the full five-year contract, if the one-year extensions are approved.

Recommendation

Approve



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5c

Agenda Date 1/22/2025

Number Resolution R-25-5006

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., in an amount not to exceed \$110,000 for design of the Western Trails Drainage Improvement Project, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

In September 2024, City Council approved the 2025-2029 Capital Improvement Program (CIP) by Resolution R-24-4970, which includes the Western Trails Drainage Improvement Project.

The City is continuing the design of the drainage improvements identified during the conceptual design for Wagonwheel Court, Chisolm Court, and Windswept Trail. The improvements will consist of storm drain and ditch improvements to provide adequate conveyance. At Bandit Trail, the improvements will consist of a preliminary evaluation of the existing drainage patterns and potential alternatives to provide adequate conveyance.

The engineering design proposal is comprised of basic drainage infrastructure design services in the amount of \$110,000, which includes topographic survey, basic drainage calculations to evaluate the existing system, and identification of options to convey the flow, and construction phase services for drainage improvements for Wagonwheel Court, Chisolm Court, Windswept Trail, and Bandit Trail.

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

Financial Impact

The funding source for the Western Trails Drainage Improvement Project is the Capital Drainage Fund.

Recommendation

Approve

Attachments

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
WESTERN TRAILS DRAINAGE IMPROVEMENTS

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to Drainage Infrastructure Design at Wagonwheel Court, Chisolm Court, Windswept Trail and Bandit Trail ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

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

Section 3. Professional's Obligations

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

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

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

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

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

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

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

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

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

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

Section 4. Performance Schedule

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

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

Section 5. Documents

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

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

(c) Confidential Information. Professional agrees it will notify City in writing if it considers

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

Section 6. Payment

(a) Compensation. Professional’s compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed ONE-HUNDRED TEN THOUSAND DOLLARS (\$110,000.00).

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

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

Section 7. Default; Force Majeure

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

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

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

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

(i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

- (a) Termination Upon Default. Either party may terminate this Agreement upon written notice

if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

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

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

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

Section 9. Insurance

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

Section 10. Indemnification; Notice.

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

PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

Section 11. Notice.

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

Section 12. Verifications by Professional

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

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

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

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

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all published federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

KIMLEY HORN AND ASSOCIATES., INC.

By: _____

Jerry Ducay
City Manager

By: _____



Bradley J. Hill
Regional Contract Lead

Date: _____

Date: January 6, 2025

Notice Address:

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

Notice Address:

Kimley-Horn and Associates, Inc.
Attn: Misty Christian, P.E.
801 Cherry St, Suite 1300, Unit 11
Fort Worth, Texas 76102
E: misty.christian@kimley-horn.com

Colleyville Contract ID:
PSA_HW_June 2, 2023_v1.20220714

Exhibit “A” Scope of Services



January 6, 2025

Mr. Elijah Dorminy
City of Colleyville
Capital Improvement Projects Manager
Colleyville, Texas 76034

Re: Letter Agreement for Professional Services for
Drainage Infrastructure Design at Wagonwheel Court, Chisolm Court, Windswept Trail and
Bandit Trail
City of Colleyville, Texas

Dear Mr. Dorminy:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Professional”) is pleased to submit this Letter Agreement (the “Agreement”) to the City of Colleyville, Texas (“Client” or “City”) for providing professional services. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

The City is continuing the design of the drainage improvements identified during the conceptual design for Wagonwheel Court, Chisolm Court, and Windswept Trail Drainage Improvements. The improvements will consist of storm drain and ditch improvement to provide adequate conveyance. At Bandit Trail, the improvements will consist of a preliminary evaluation of the existing drainage patterns and evaluate potential alternatives to provide adequate conveyance along Bandit Trail.

Scope of Services

Professional will provide the services specifically set forth below.

Task 1 Drainage Infrastructure Design

As part of this Task, the following subtasks will be performed:

- a) Perform general project management related tasks such as routine communication with the City, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule.
- b) Conduct up to two (2) site visits to observe pre-construction conditions, review topographic features identified as part of Task 2, and to review the design performed as part of this task prior to bidding the project.
- c) Prepare for, attend, and conduct up to two (2) project meetings with the City to discuss the design/project.
- d) Perform basic drainage calculations to size the proposed drainage improvements (pipe or

channel). Calculations will consist of preparing a drainage area map and using the Rational Method to determine the 100-year peak flows.

- e) The Professional will prepare final construction plans for the storm drain system. The final construction plans will consist of the following sheets. The numbers of sheets shown are approximate and may vary depending upon the specific designs.
 - Cover Sheet (1 sheet)
 - General Notes (1 sheet)
 - Plan and Profile Sheets for the Main Storm Drain System (2-4 sheets)
 - Plan and Profile Sheets for the Storm Drain Laterals (1-2 sheets)
 - Drainage Area Maps (2 sheets)
 - Details-varies
 - Erosion Control Sheets (1 sheet)
- f) The Professional will prepare 90% final construction plan sets and provide the set to the City for review and comment. The Professional will address one round of comments on the 90% construction plan set. The Professional will meet with the City to discuss the review comments. A 90% OPCC will be prepared and provided to the City.
- g) The Professional will prepare final and approved construction plan sets and submit to the City. A final OPCC will be prepared and provided to the City.
- h) The Professional will prepare and provide the City with pay items, pay item descriptions (where applicable), and quantities for bidding purposes.
- i) The Professional will attend the pre-bid meeting for the project.
- j) The Professional will prepare project specific technical specifications (where applicable) and provide to the City.
- k) Meetings: Up to two (2) project meetings

Task 2 Survey (As needed)

- a) Professional, through the subconsultant, will provide topographic survey from the Wagonwheel/Chisolm cul-de-sac to Windswept Trail (approximately 800 linear feet). The survey includes performing cross sections approximately every 50 feet and 20 feet beyond the property line. Locating property lines and easements will be included in the scope. Other subtasks in this Survey task are as follows:
- b) Establish horizontal control points.
- c) Establish a vertical control benchmark circuit as needed throughout the project. The CITY will provide established monument information for the area.
- d) Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.

- e) Perform a survey to identify and locate existing topographic elements within the corridor and shall consist of the following:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Driveways
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - Outfalls and erosion control
 - Existing driveway culverts and swales
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Buildings and permanent structures
 - Retaining walls
 - Landscaping
 - Fence limits and material types (excluding temporary fences)
 - Other applicable physical features that could impact design
- f) Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- g) Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

Task 3 Bandit Trail Preliminary Evaluation

As part of this Task, the following subtasks will be performed:

- a) Perform general project management related tasks such as routine communication with the City, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule.
- b) Conduct up to two (2) site visits to observe pre-construction conditions, review topographic features identified as part of Task 2, and to review the design performed as part of this task.
- c) Prepare for, attend, and conduct up to two (2) project meetings with the City to discuss the design/project.
- d) Perform basic drainage calculations to evaluate the existing system and identify options to convey the flow to an adequate outfall. Calculations will consist of preparing a drainage area map and using the Rational Method to determine the 100-year peak flows.
- e) The Professional will prepare preliminary exhibits for options to provide adequate conveyance within the project limits. The preliminary exhibits will consist of the following sheets and may include a slight vertical check on mitigation alternatives.

The numbers of sheets shown are approximate and may vary depending upon the specific designs.

- Preliminary Exhibits (2-4 sheets)
- Drainage Area Maps (2 sheets)
- OPCC

Task 4 Bandit Trail Topographic Survey

- a) Professional, through the subconsultant, will provide topographic survey along Bandit Trail from the Windswept Trail to Chanel Court, and the side yard swale to the back of property (approximately 2,200 linear feet). The survey includes performing cross sections approximately every 50 feet and 20 feet beyond the property line. Locating property lines and easements will be included in the scope. Other subtasks in this Topographic Survey are as follows:
- b) Establish horizontal control points.
- c) Establish a vertical control benchmark circuit as needed throughout the project. The City will provide established monument information for the area.
- d) Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- e) Perform a survey to identify and locate existing topographic elements within the corridor consisting of the following:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Driveways
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - Outfalls and erosion control
 - Existing driveway culverts and swales
 - Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Buildings and permanent structures
 - Retaining walls
 - Landscaping
 - Fence limits and material types (excluding temporary fences)
 - Other applicable physical features that could impact design
- f) Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- g) Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

Task 5 Easement Exhibit Preparation

The Professional, through a subconsultant, will prepare up to two (2) permanent drainage easements. The easements include an "Exhibit A" which shows a graphic depiction of the easement and metes and bounds. The task does not include easement acquisition. The easements will be provided to the City for the City to coordinate with the property owner and obtain the easement.

Task 6 Construction Phase Services

The Professional may perform the following services at the direction of the City. For budgetary purposes, the Professional included 30 hours of effort for performing these services. The services the Professional can provide are provided below.

- A. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents as directed by the City.
- B. Recommendations with Respect to Defective Work. Professional will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Professional believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- C. Clarifications and Interpretations. Professional will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.
- D. Change Orders. Professional may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- E. Shop Drawings and Samples. Professional will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- F. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- G. Disagreements between City and Contractor. Professional will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Professional shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- H. Final Notice of Acceptability of the Work. Professional will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Professional may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Professional shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Professional's knowledge, information, and belief based on the extent of its services and based upon information provided to Professional upon which it is entitled to rely.

Limitation of Responsibilities. Professional shall not be responsible for the acts or omissions of any

contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work hired by the City. Professional shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- a) Providing geotechnical services
- b) Preparation of a tree survey
- c) Preparation of a traffic control plan
- d) Environmental analysis and engineering
- e) Preparation for and attendance at public meetings

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives.

Schedule

Professional will work with the City to develop a mutually acceptable project schedule. However, times for performance shall be extended as necessary, and neither party shall have liability for or be deemed in breach because of delays caused by any factor outside of the reasonable control of the party and which, by the exercise of due diligence, the party is unable to prevent or overcome. The project is anticipated to be complete by October 2025.

Fee and Expenses

Professional will perform the Services in Tasks 1-4 on a labor fee plus expense basis as shown below.

Task 1	Drainage Infrastructure Design	\$ 62,000
Task 2	Survey (As Needed)	\$ 5,000
Task 3	Bandit Trail Preliminary Evaluation	\$ 20,000
Task 4	Bandit Trail Topographic Survey	\$ 15,000
Task 5	Easement Exhibit Preparation	\$ 3,000
Task 6	Construction Phase Services	\$ 5,000
Labor Fee:		\$110,000

Professional will not exceed the total labor fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Professional reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates provided below. As to these tasks, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost (included in the budgets above). A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house

reproduction, postage, supplies, project related computer time, and local mileage (this is included in the budgeted amounts above). All permitting, application, and similar project fees will be paid directly by the City.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Professional project number.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$165 - \$250
Professional	\$235 - \$300
Senior Professional I	\$260 - \$360
Senior Professional II	\$345 - \$380
Senior Technical Support	\$160 - \$285
Support Staff	\$110 - \$150
Technical Support	\$125 - \$155

Effective through June 30, 2025

Invoices

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

_____ Please email all invoices to _____

_____ Please copy _____

End – Scope of Services



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5d

Agenda Date 1/22/2025

Number Resolution R-25-5006

Type Resolution

Department Economic Development

Title

Approval of a Winter Restaurant Only Gift Card program

Explanation

Reading and Public Hearing

This item seeks City Council approval of a Winter Restaurant Only Gift Card in the amount of \$35 which will be valid through March 9, 2025. The City Council approved a program last year, which was successful with 3,620 cards redeemed. If approved, a \$35 Restaurant Gift Card and Restaurant Roadmap must be picked up at specific City locations (last year locations were Colleyville Center, Colleyville Business Center, Library, and City Hall) to be used at a participating Colleyville restaurant, and will expire March 9, 2025.

The economic development program will utilize funding from the TIF, and will again focus on supporting Colleyville restaurants.

Financial Impact

The TIF will fund this economic development program.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5e

Agenda Date 1/22/2025

Number Resolution R-25-5006

Type Resolution

Department City Manager

Title

Approval of a lease at 35 Veranda for the purpose of relocating the Colleyville Business Center and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The City's Colleyville Business Center (CBC) is currently located in the former Wachovia building at 5601 Colleyville Boulevard. The City subleased the building from Wells Fargo for the remainder of their lease term, which ends April 30, 2025. Due to the CBC success, the City seeks approval of a lease agreement to move the CBC to 35 Veranda Lane, Suite 100, within The Village.

The agreement provides for the City to lease 5,208 square feet of space. The City will sublease 1,825 square feet of space to the Chamber of Commerce by a separate agreement, and will lease the remaining eight offices and conference room, as the Colleyville Business Center. The lease agreement is for a five-year term, with an option to renew for two additional five-year terms.

Financial Impact

It is anticipated the CBC will generate revenue over expenses in all years.

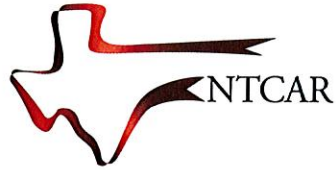
Recommendation

Approve

Attachments

1. 35 Veranda, Suite 100, Commercial Lease Agreement

Heather Konopka, CCIM



NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT

between

Sala Life Trust
(Landlord)

and

City of Colleyville
(Tenant)

TABLE OF CONTENTS

Article

1. Defined Terms
2. Lease and Term
3. Rent and Security Deposit
4. Taxes
5. Insurance and Indemnity
6. Use of Premises
7. Property Condition, Maintenance, Repairs and Alterations
8. Damage or Destruction
9. Condemnation
10. Assignment and Subletting
11. Default and Remedies
12. Landlord's Contractual Lien
13. Protection of Lenders
14. Environmental Representations and Indemnity
15. Professional Service Fees
16. Miscellaneous and Additional Provisions

COMMERCIAL LEASE AGREEMENT

[Throughout this Lease, complete all blanks and check all boxes that apply. Blanks not completed and boxes not checked do not apply.]

For good and valuable consideration, the parties to this Commercial Lease Agreement (the "**Lease**") agree as follows:

ARTICLE ONE

DEFINED TERMS

As used in this Lease, the terms set forth in this Article One have the following meanings:

1.01 Effective Date: The last date beneath the signatures of Landlord and Tenant on this Lease.

1.02 Landlord: Sala Life Trust

Address: 700 Lake Carillon

Southlake, TX 76092

Telephone: (817)808-6622

Fax: _____

Email: rhima@me.com

1.03 Tenant: City of Colleyville

Address: 100 Main St.

Colleyville, TX 76034

Telephone: (817)503-1111

Fax: _____

Email: jducay@colleyville.com

1.04 Premises *[include Suite or Unit No., if applicable]:* Suite 100 Consisting of 5208 SF

A. Building Name: 35 Veranda Ln

B. Street address: 35 Veranda Ln Suite 100

Colleyville, TX 76034

_____ in Tarrant County, Texas.

C. Legal description: The property on which the Premises are situated is described as: _____
VILLAGE AT COLLEYVILLE CONDOS 18-1-1 & .0022831% OF COMMON AREA PER D220333329, VILLAGE AT COLLEYVILLE CONDOS 18-1-2 & .0022831% AND VILLAGE AT COLLEYVILLE CONDOS 18-1-3 & .0022831% OF COMMON AREA PER D220333329
and may be more particularly described on the attached Exhibit "A", Survey or Legal Description (the "**Property**"). The term "Property" includes the land described on Exhibit "A", and any improvements on the land (including the Premises).

D. Floor Plan or Site Plan: Being a floor area of approximately 5208 square feet, or a land area of approximately 15205 square feet or approximately .349 acres, and being more particularly shown in outline form on the attached Exhibit "B", Floor Plan or Site Plan.

E. Tenant's Pro Rata Share: 55.210 %.

1.05 **Term:** 5 years and 0 months beginning on February 1, 2025 (the "**Commencement Date**") and ending on January 31, 2030 (the "**Expiration Date**"). Unless the context requires otherwise, references in this Lease to the "**Term**" include any renewal or extension of this Lease. [See **Addendum "A", Renewal Options**, if applicable].

1.06 **Base Rent:** Base Rent is due and payable in monthly installments during the Term of this Lease as set forth in this Section. Base Rent and all other sums due or payable by Tenant to Landlord under this Lease are collectively referred to in this Lease as the "**Rent**."

Base Rent Payment Schedule

On or before the first day of each month during the Term of this Lease, Tenant shall pay monthly installments of Base Rent as follows (or, if this box ☐ is checked, then the Base Rent Payment Schedule is set forth on the attached Addendum "B"):

<u>Dates</u>	<u>Monthly Base Rent</u>
From <u>February 1, 2025</u> to <u>January 31, 2026</u>	\$ <u>5,841.00</u> ;
From <u>February 1, 2026</u> to <u>January 31, 2027</u>	\$ <u>6,181.00</u> ;
From <u>February 1, 2027</u> to <u>January 31, 2028</u>	\$ <u>6,535.00</u> ;
From <u>February 1, 2028</u> to <u>January 31, 2029</u>	\$ <u>6,903.00</u> ;
From <u>February 1, 2029</u> to <u>January 9, 2025</u>	\$ <u>7,285.00</u> ;
From _____ to _____	\$ _____ .

[Rent for any Renewal Term is determined pursuant to a separate Addendum, if applicable, and should not be set forth here.]

1.07 **Percentage Rental Rate:** _____ %. [See **Addendum "E", Percentage Rental and Gross Sales Reports**, if applicable]

1.08 **Security Deposit:** \$ 9,944.00 (due upon execution of this Lease). [See **Section 3.04**]

1.09 **Expense Reimbursements:**

A. Tenant shall pay Landlord as additional Rent (or pay the charges directly to the service provider, if applicable) the following expenses (or a portion of the expenses, if applicable) (each an "**Expense Reimbursement**" and collectively the "**Expense Reimbursements**") that are incurred by or assessed against the Premises (as each of these terms is defined in this Lease) **[check all boxes that apply]:**

- ☒ Real Estate Taxes
- ☒ Insurance Premiums
- ☒ Common Area Maintenance (CAM) Expenses
- ☒ Operating Expenses
- ☐ Roof and Structural Maintenance Expenses

B. Expense Definitions.

1. Real Estate Taxes. "Real Estate Taxes" means all general real estate taxes, ad valorem taxes, general and special assessments, parking surcharges, rent taxes, and other similar governmental charges levied against or applicable to the Property for each calendar year. Real Estate Taxes do not include any penalties or interest due to late payment.

2. Insurance Premiums. "Insurance Premiums" means all Landlord's insurance premiums attributable to the Property, including but not limited to insurance for fire, casualty, general liability, property damage, medical expenses, extended coverage, and loss of rents coverage for up to 12 months' Rent.

3. Common Area Maintenance Expenses. "Common Area Maintenance Expenses" or "CAM Expenses" means all costs of maintenance, inspection and repairs of the Common Areas of the Property, including, but not limited to, those costs for security, lighting, painting, cleaning, decorations and fixtures, Utilities, ice and snow removal, trash disposal, project signs, roof repairs, pest control, project promotional expenses, property owners' association dues, wages and salary costs of maintenance personnel, and other expenses benefiting all the Property that may be incurred by Landlord, in its discretion, including sales taxes and a reasonable service charge for the administration thereof. The term "Common Areas" is defined as that part of the Property intended for the collective use of all tenants including, but not limited to, the parking areas, driveways, loading areas, landscaping, gutters and downspouts, plumbing, electrical systems, HVAC systems, roof, exterior walls, sidewalks, malls, promenades (enclosed or otherwise), meeting rooms, doors, windows, corridors and public rest rooms. CAM Expenses do not include the cost of capital improvements, the cost of management office equipment and furnishings, depreciation on Landlord's original investment, the cost of tenant improvements, real estate brokers' fees, advertising of space for lease, or interest or depreciation on capital investments.

4. Operating Expenses. "Operating Expenses" means all costs of ownership, building management, maintenance, repairs and operation of the Property, including but not limited to roof and structural maintenance, Real Estate Taxes, Insurance Premiums, CAM Expenses, reasonable management fees, wages and salary costs of building management personnel, overhead and operational costs of a management office, janitorial, Utilities, and professional services such as accounting and legal fees. Operating Expenses do not include the cost of capital improvements, the cost of management office equipment and furnishings, depreciation on Landlord's original investment, the cost of tenant improvements, real estate brokers' fees, advertising of space for lease, or interest or depreciation on capital investments.

5. Roof and Structural Maintenance Expenses. "Roof and Structural Maintenance Expenses" means all costs of maintenance, repair and replacement of the roof, roof deck, flashings, skylights, foundation, floor slabs, structural components and the structural soundness of the building in general.

6. Utilities. "Utilities" means charges for electricity, cable, gas, Internet access, water, sewer, telephone, trash removal, and any other services that are commonly understood to be utilities, including connection charges.

7. Other Terms. Other terms that are not expressly defined are intended to have the meanings given those terms in common usage.

C. Expense Reimbursement Limitations. The amount of Tenant's Expense Reimbursement will be determined by one of the following methods as described and defined below **[check only one]**:

- ☐ Base Year Adjustment
- ☐ Expense Stop Adjustment
- ☐ Pro Rata Adjustment
- ☐ Fixed Amounts
- ☒ Net Lease

D. Expense Reimbursement Limitation Definitions.

1. **Base Year Adjustment.** If "Base Year Adjustment" has been checked above, Tenant shall pay to Landlord as additional Rent Tenant's Pro Rata Share of increases in the applicable expenses (those checked in Section 1.09.A. above) for the Property for any calendar year during the Term or during any extension of this Lease, over such amounts paid by Landlord for the **Base Year** _____ (the "**Base Year**").
2. **Expense Stop Adjustment.** If "Expense Stop Adjustment" has been checked above, Tenant shall pay to Landlord as additional Rent Tenant's Pro Rata Share of increases in the applicable expenses (those checked in Section 1.09.A. above), for the Property for any calendar year during the Term or during any extension of this Lease, over \$ _____ per square foot of floor area (as set forth in Section 1.04D) per year.
3. **Pro Rata Adjustment.** If "Pro Rata Adjustment" has been checked above, Tenant shall pay to Landlord as additional Rent Tenant's Pro Rata Share of the total amount of the applicable expenses (those checked in Section 1.09.A. above) for every calendar year during the Term and during any extension of this Lease.
4. **Fixed Amounts.** If "Fixed Amounts" has been checked above, Tenant shall pay to Landlord as additional Rent the following monthly amounts (regardless of whether they have been checked in Section 1.09.A. above) as Tenant's Expense Reimbursements to Landlord for the following expenses that are incurred by or assessed against the Property:

Real Estate Taxes	\$ _____	per month
Insurance Premiums	\$ _____	per month
CAM Expenses	\$ _____	per month
Operating Expenses	\$ _____	per month
Roof & Structural Maintenance Expenses	\$ _____	per month
Electricity	\$ _____	per month
Cable	\$ _____	per month
Gas	\$ _____	per month
Internet Access	\$ _____	per month
Water	\$ _____	per month
Sewer	\$ _____	per month
Telephone	\$ _____	per month
Trash Removal	\$ _____	per month
Other: _____	\$ _____	per month

5. **Net Lease.** If "Net Lease" has been checked above, then notwithstanding anything contained in this Lease to the contrary in Section 6.02, Article Seven or otherwise, Tenant shall be responsible for paying Tenant's Pro Rata Share of all costs of compliance with laws, ownership, maintenance, repairs, replacements, operation of the Premises, and operation of the Property, including but not limited to all costs of Real Estate Taxes, Insurance Premiums, Common Area Maintenance Expenses, Operating Expenses, Roof and Structural Maintenance Expenses, and all Utilities (regardless of whether they have been checked in Section 1.09.A. above).

- E. **First Payment.** The sum of the Monthly Base Rent for the first month of the Term for which Base Rent is due (which may be later than the first month of the Term, if there is a free rent period) and the initial estimated monthly Expense Reimbursement payments (before adjustments) is set forth below. Upon the execution of this Lease, in addition to the Security Deposit, Tenant shall pay the first monthly payment in the sum of the amounts set forth below.

Initial Monthly Base Rent	\$	<u>5,841.00</u>
Real Estate Taxes	\$	<u>1,711.00</u>
Insurance Premiums	\$	<u>467.00</u>
CAM Expenses	\$	<u>481.00</u>
Operating Expenses	\$	
Roof & Structural Maintenance Expenses	\$	
Electricity	\$	
Cable	\$	
Gas	\$	
Internet Access	\$	
Water	\$	
Sewer	\$	
Telephone	\$	
Trash Removal	\$	
Other: _____	\$	
Total	\$	<u>8,500.00</u>

[Complete the amount of the first Base Rent payment to be due, as well as estimated amounts of any other monthly payments that start at the beginning of the Term of this Lease. Any estimated amounts are subject to adjustment pursuant to other provisions of this Lease. If any expense payments are not due at the beginning of the Term, they may begin later in the Term pursuant to other provisions of this Lease.]

F. **Expense Reimbursement Payments.** Landlord may direct Tenant to pay monthly an estimated portion of the projected future Expense Reimbursement amounts, as reasonably determined by Landlord. At any time during the Term, Landlord may adjust the monthly payments to anticipate changes in the Expense Reimbursement amounts Tenant is responsible to pay under this Lease. Any such payment will be due and payable monthly on the same day that the Base Rent is due. Landlord may, at Landlord's option and to the extent allowed by applicable law, impose a Late Charge on any Expense Reimbursement payments that are not actually received by Landlord on or before the due date, in the amount and manner set forth in Section 3.03 of this Lease. Any Expense Reimbursements relating to partial calendar years will be prorated accordingly. If Tenant's Pro Rata Share is not expressed in Section 1.04.E of this Lease, then Tenant's Pro Rata Share of such Expense Reimbursements will be based on the square footage of useable area contained in the Premises in proportion to the square footage of useable building area of the Property.

Within 120 days after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement (a "**Reconciliation Statement**") that identifies: (i) the Expense Reimbursements Tenant is responsible to pay under this Lease for the previous year; and (ii) the Expense Reimbursement payments Landlord has received from Tenant during the previous year, if any. If the sum of the Expense Reimbursements Tenant is responsible to pay is greater than the amount of the Expense Reimbursement payments Landlord received, then Tenant shall pay to Landlord the difference within 20 days after Tenant's receives the Reconciliation Statement. If the sum of the Expense Reimbursements Tenant is responsible to pay is less than the amount of the Expense Reimbursement payments Landlord received, then Landlord will retain the excess and apply a credit for the excess to the following year. If Landlord is holding any excess Expense Reimbursement payments after the end of the calendar year in which the Term of this Lease expires, then Landlord shall refund the excess

amount to Tenant when the applicable Reconciliation Statement is delivered. However, if Tenant owes any Rent to Landlord, then Landlord may apply the excess amount to the Rent owed. The provisions of this Section will survive the expiration or termination of this Lease.

Tenant may have Tenant's representative audit those items of expense in Landlord's records that relate to Tenant's obligations under this Lease. Landlord shall promptly refund to Tenant any overpayment that is established by such an audit. If the audit reveals an error of more than 5% over the figures billed to Tenant, Landlord shall pay the reasonable cost of the audit.

- G. ☐ **Gross-Up Provisions.** *[Check this only if applicable.]* If the Property is a multi-tenant building and is not fully occupied during the Base Year or any portion of the Term, an adjustment will be made in computing the variable costs for the Base Year and each applicable calendar year of the Term. Variable costs will include only those items of expense that vary directly proportionately to the occupancy of the Property. Variable costs that are included in the CAM Expenses, Operating Expenses and Utilities will be increased proportionately to the amounts that, in Landlord's reasonable judgment, would have been incurred had 95% of the useable area of the Property been occupied during those years.

1.10 **Permitted Use:** General Office, limited to other businesses related to, or part of, the City of Colleyville. [See Section 6.01]

1.11 **Party to whom Tenant is to deliver payments under this Lease** is the Landlord, unless one of the following boxes is checked, in which case Tenant shall deliver payments to: ☐ Principal Broker, or ☐ Other [Set forth name and address, if other than Landlord or Principal Broker]:

1.12 **Principal Broker:** Heather Konopka, CCIM, is acting as the agent for Landlord exclusively, unless one of the following boxes is checked, in which case Principal Broker is acting as: ☐ the agent for Tenant exclusively, or ☐ an intermediary.

Principal Broker's Address: 5751 Kroger Drive, Suite 113
Fort Worth, TX 76244

Telephone: (817)715-1932

Fax: _____

Email: heather.konopka@sperrycga.com

1.13 **Cooperating Broker:** N/A, is acting as the agent for Tenant exclusively, unless one of the following boxes is checked, in which case Cooperating Broker is acting as: ☐ the agent for Landlord exclusively, or ☐ an intermediary.

Cooperating Broker's Address: N/A

Telephone: _____

Fax: _____

Email: _____

1.14 **The Professional Service Fee (the "Fee"):**

A. The percentages applicable in Section 15.01 and Section 15.02 to leases will be 4.000 % of the Base Rent to Principal Broker and N/A % of the Base Rent to Cooperating Broker. If the Fee is based on an amount per square foot, that amount is \$ N/A per square foot to Principal Broker and \$ N/A per square foot to Cooperating Broker. The Fee will be paid in the manner described in Subsection 15.01A (half on execution and half on the Commencement Date), unless this box ☐ is checked, in which case the Fee will be paid in the manner described in Subsection 15.01B (monthly).

B. The percentages applicable in Section 15.03 in the event of a sale will be 3.000 % to Principal Broker and N/A % to Cooperating Broker.

C. If this box ☐ is checked, any Fee will be paid pursuant to a separate agreement.

1.15 License Holder Disclosure. Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, or a business entity in which the license is more than a 10% owner, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to disclose in writing that he or she is a licensed real estate broker or sales agent before entering into a rental agreement. **[Complete and disclose if applicable]:**

A. _____ is a Texas real estate license holder and is acting in a dual capacity as broker or sales agent for Landlord and as a principal in this transaction as (as Landlord or acting on behalf of Landlord as provided above).

B. _____ is a Texas real estate license holder and is acting in a dual capacity as broker or sales agent for Tenant and as a principal in this transaction (as Tenant or acting on behalf of Tenant as provided above).

1.16 Exhibits and Addenda. Any exhibit or addendum attached to this Lease (as indicated by the boxes checked below) is incorporated as a part of this Lease. Any term not specifically defined in an Addendum will have the same meaning given to it in the body of this Lease.

☐	Exhibit "A"	Survey and/or Legal Description of the Property
☒	Exhibit "B"	Floor Plan and/or Site Plan
☒	Exhibit "C"	Information About Brokerage Services
☐	Exhibit "D"	Other _____

☒	Addendum "A"	Renewal Options
☐	Addendum "B"	Base Rent Payment Schedule
☐	Addendum "C"	Construction of Improvements by Landlord
☐	Addendum "D"	Construction of Improvements by Tenant
☐	Addendum "E"	Percentage Rental and Gross Sales Reports
☐	Addendum "F"	Right of First Refusal for Additional Space
☐	Addendum "G"	Guaranty
☒	Addendum "H"	Rules and Regulations
☐	Addendum "I"	Rooftop Lease
☐	Addendum "J"	Parking
☐	Addendum "K"	Additional Provisions Addendum
☐	Addendum "L"	Other _____

ARTICLE TWO

LEASE AND TERM

2.01 Lease of Premises for Term. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Term stated in Section 1.05. The Commencement Date is the date specified in Section 1.05, unless advanced or delayed under any provision of this Lease.

2.02 Delays in Commencement. Landlord will not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Commencement Date specified in Section 1.05 above. Landlord's non-delivery of possession of the Premises to Tenant on the Commencement Date will not affect this Lease or the obligations of Tenant under this Lease. However, the Commencement Date will be delayed until possession of the Premises is delivered to Tenant. The Term will be extended for a period equal to the delay in delivery of possession of the Premises to Tenant, plus the number of days necessary for the Term to expire on the last day of a month. If Landlord does not deliver possession of the Premises to Tenant within 60 days after the Commencement Date specified in Section 1.05, Tenant may cancel this Lease by giving a written notice to Landlord at any time after the 60-day period ends, but before Landlord actually delivers possession of the Premises to Tenant. If Tenant gives such notice, this

Lease will be canceled effective as of the date of its execution, any prepaid amounts will be reimbursed to Tenant, and no party will have any rights or obligations under this Lease. If Tenant does not give such notice within the time specified, Tenant will have no right to cancel this Lease, and the Term will commence upon the delivery of possession of the Premises to Tenant. If delivery of possession of the Premises to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the revised Commencement Date and Expiration Date of the Term.

2.03 Early Occupancy. If Tenant occupies the Premises before the Commencement Date, Tenant's occupancy of the Premises will be subject to all of the provisions of this Lease. Early occupancy of the Premises will not advance the Expiration Date. Unless otherwise provided in this Lease, Tenant shall pay Base Rent and all other charges specified in this Lease for the period of occupancy.

2.04 Holding Over. Tenant shall vacate the Premises immediately upon the expiration of the Term or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord as a result of any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration of the Term or earlier termination of this Lease, Tenant's occupancy of the Premises will be a day-to-day tenancy, subject to all of the terms of this Lease, except that the Base Rent during the holdover period will be increased to an amount that is one-and-one-half (1½) times the Base Rent in effect on the expiration or termination of this Lease, computed on a daily basis for each day of the holdover period, plus all additional sums due under this Lease. This Section will not be construed as Landlord's consent for Tenant to hold over or to extend this Lease.

ARTICLE THREE

RENT AND SECURITY DEPOSIT

3.01 Manner of Payment. Tenant shall pay the Rent to Landlord at the address set forth in Section 1.02, unless another person is designated in Section 1.11, or to any other party or address Landlord may designate in any written notice delivered to Tenant. Landlord may designate, in a written notice delivered to Tenant, the party authorized to receive Rent and act on behalf of Landlord to enforce this Lease. Any such authorization will remain in effect until it is revoked by Landlord in a subsequent written notice delivered to Tenant. Any payments made to a third party designated by Landlord will be deemed made to Landlord when received by the designated third party. All sums payable by Tenant under this Lease, whether or not expressly denominated as Rent, will constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code and for all other purposes.

3.02 Time of Payment. Upon execution of this Lease, Tenant shall pay the installment of Base Rent for the first month of the Term for which Base Rent is due (which may be later than the first month of the Term, if there is a free rent period). On or before the **first day** of the next month and each month thereafter, the installment of Base Rent and other sums due under this Lease will be due and payable, in advance, without off-set, deduction or prior demand. Tenant shall cause payments to be properly mailed or otherwise delivered so as to be actually received (and not merely deposited in the mail) by Landlord (or the party identified in Section 1.11, or any other third party designated by Landlord) on or before the due date. If the Term commences or ends on a day other than the first or last day of a calendar month, the rent for any partial calendar month following the Commencement Date or preceding the end of the Term will be prorated. Tenant shall pay any such prorated portion for a partial calendar month at the beginning of the Term on the Commencement Date. Tenant shall pay any such prorated portion for a partial calendar month at the end of the Term on the first day of that calendar month.

3.03 Late Charges. Tenant's failure to promptly pay sums due under this Lease may cause Landlord to incur unanticipated costs. The exact amount of those costs is impractical or extremely difficult to ascertain. The costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease or deed of trust encumbering the Premises. Payments due to Landlord under this Lease are not an extension of credit. Therefore, if any payment under this Lease is not actually received on or before the due date (and not merely deposited in the mail), Landlord may, at Landlord's option and to the extent allowed by applicable law, impose a Late Charge on any late payments in an amount equal to 10% of the amount of the past due payment (the "**Late Charge**") after the payment is more than five days past due. A Late Charge may be imposed only

once on each past due payment. Any Late Charge will be in addition to Landlord's other remedies for nonpayment of Rent. If any check tendered by Tenant under this Lease is dishonored for any reason, Tenant shall pay to Landlord a dishonored check fee of \$30.00, plus (at Landlord's option) a Late Charge as provided above until Good Funds (defined below) are received by Landlord. The parties agree that any Late Charge and dishonored check fee represent a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment or dishonored check. If there are any Late Charges, dishonored check fees, installments of Base Rent, and any other unpaid charges or reimbursements due to Landlord, then Landlord may apply any payments received from Tenant to any amounts due in any order Landlord may choose. Notwithstanding the foregoing, Landlord will not impose a Late Charge as to the first late payment in any calendar year, unless Tenant fails to pay the late payment to Landlord within three business days after the delivery of a written notice from Landlord to Tenant demanding the late payment be paid. However, Landlord may impose a Late Charge without advance notice to Tenant on any subsequent late payment in the same calendar year.

3.04 Security Deposit. Upon execution of this Lease, in addition to the installment of Base Rent due under Section 3.02, and in addition to any other amounts that are due from Tenant upon the execution of this Lease, Tenant shall deliver to Landlord a Security Deposit in the amount stated in Section 1.08. Landlord may apply all or part of the Security Deposit to any unpaid Rent, and damages and charges for which Tenant is legally liable under this Lease, and damages and charges that result from a breach of this Lease, including but not limited to, the cost to cure Tenant's failure to comply with Section 7.05 and any other provision that requires Tenant to leave the Premises in a certain condition upon the expiration or termination of this Lease. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within 10 days after Landlord's written demand. Tenant's failure to restore the full amount of the Security Deposit within the time specified will be a Default under this Lease. No interest will be paid on the Security Deposit. Landlord will not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. After the expiration of this Lease, Landlord shall refund the unused portion of the Security Deposit, if any, to Tenant within 60 days after the date Tenant surrenders possession of the Premises and provides a written notice to Landlord of Tenant's forwarding address for the purpose of refunding the Security Deposit. The provisions of this Section will survive the expiration or termination of this Lease.

3.05 Good Funds Payments. If any two or more payments by check from Tenant to Landlord for Rent are dishonored and returned unpaid, thereafter Landlord may, at Landlord's option, by the delivery of a written notice to Tenant, require that all future payments of Rent for the remaining Term of this Lease must be made by cash, certified check, cashier's check, official bank check, money order, wire transfer or automatic electronic funds transfer ("**Good Funds**"), and that the delivery of Tenant's personal or corporate check will no longer constitute payment of Rent under this Lease. Any acceptance by Landlord of a payment for Rent by Tenant's personal or corporate check thereafter will not be construed as a waiver of Landlord's right to insist upon payment by Good Funds as set forth in this Section.

ARTICLE FOUR

TAXES

4.01 Payment by Landlord. Landlord shall pay the real estate taxes on the Premises during the Term, subject to reimbursement by Tenant pursuant to any other provision in this Lease.

4.02 Improvements by Tenant. If the real estate taxes levied against the Premises for the year in which the Term commences are increased as a result of any additions or improvements made by Tenant, or by Landlord at Tenant's request, Tenant shall pay to Landlord upon demand the amount of the increase and continue to pay the increase during the Term. Landlord shall use reasonable efforts to obtain from the tax assessor a written statement of the amount of the increase due to such additions or improvements.

4.03 Joint Assessment. If the real estate taxes are assessed against the Premises jointly with other property that is not part of the Premises, the real estate taxes applicable to the Premises will be equal to the amount bearing the same proportion to the aggregate assessment that the total square feet of building area in the Premises bears to the total square feet of building area included in the joint

assessment. If there are no improvements on the Property or the other property, then land area will be used instead of building area for the calculation of the proportional assessment. If there are improvements on one of the jointly assessed properties but not on the other property, then the calculation of the proportional assessment must be done in a reasonable manner.

4.04 Personal Property Taxes. Tenant shall pay all taxes assessed against trade fixtures, furnishings, equipment, inventory, products, or any other personal property belonging to Tenant. Tenant shall use reasonable efforts to have Tenant's property taxed separately from the Premises. If any of Tenant's property is taxed with the Premises, Tenant shall pay the taxes for Tenant's property to Landlord within 15 days after Tenant receives a written statement from Landlord for the property taxes.

4.05 Waiver of Right to Protest Taxes. Unless otherwise provided in this Lease: (i) Landlord retains the right to protest the tax assessment of the Property, and Tenant waives the right to protest; and (ii) Tenant waives Landlord's obligation to provide Tenant with a notice of the tax valuation of the Property.

ARTICLE FIVE

INSURANCE AND INDEMNITY

5.01 Property Insurance. During the Term, Landlord shall maintain insurance policies covering damage to the Premises in an amount or percentage of replacement value as Landlord deems reasonable in relation to the age, location, type of construction and physical condition of the Premises and the availability of insurance at reasonable rates. The policies will provide protection against risks and causes of loss that Landlord reasonably deems necessary. Landlord may, at Landlord's option, obtain insurance coverage for Tenant's fixtures, equipment and improvements in or on the Premises. Promptly after the receipt of a written request from Tenant, Landlord shall provide a certificate of insurance showing the insurance coverage then in effect. Tenant shall, at Tenant's expense, obtain and maintain insurance on Tenant's fixtures, equipment and improvements in or on the Premises as Tenant reasonably deems necessary to protect Tenant's interest. Any property insurance carried by Landlord or Tenant will be for the sole benefit of the party carrying the insurance and under its sole control.

5.02 Increases in Premiums. Tenant shall not conduct or permit any operation or activity, or store or use any materials, in or around the Premises that would cause suspension or cancellation of any insurance policy carried by Landlord. If Tenant's use or occupancy of the Premises causes Landlord's insurance premiums to increase, then Tenant shall pay to Landlord, as additional Rent, the amount of the increase within 10 days after Landlord delivers written evidence of the increase to Tenant.

5.03 Liability Insurance. During the Term, Tenant shall maintain a commercial general liability insurance policy, at Tenant's expense, insuring Tenant against liability arising out of the use or occupancy of the Premises, and naming Landlord as an additional insured. The initial amounts of the insurance must be at least \$1,000,000 or, if the following blank is completed \$ _____ for Each Occurrence, \$2,000,000 or, if the following blank is completed \$ _____ General Aggregate per policy year, and \$10,000 for Medical Expense. If Tenant's liability insurance coverage is less than \$5,000,000, and if this box ☐ is checked, then Tenant must also maintain a commercial liability umbrella policy in amount to provide a combination of liability insurance coverage to equal a \$5,000,000 total limit. The coverage amounts will be subject to periodic increases as Landlord may reasonably determine from time to time. The amounts of the insurance will not limit Tenant's liability or relieve Tenant of any obligation under this Lease. The policies must contain cross-liability endorsements and must insure Tenant's performance of the indemnity provisions of Section 5.04. The policies must contain a provision that prohibits cancellation or modification of the policy except upon 30 days' prior written notice to Landlord. Tenant shall deliver a copy of the policy or certificate of insurance to Landlord before the Commencement Date and before the expiration of the policy during the Term. If Tenant fails to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense.

5.04 Indemnity. Landlord will not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, licensees or concessionaires or any other person entering the Premises

under express or implied invitation of Tenant, or arising out of the use of the Premises by Tenant and the conduct of Tenant's business, or arising out of any Default by Tenant in the performance of Tenant's obligations under this Lease. Tenant hereby agrees to defend, indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant will not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

5.05 Waiver of Subrogation. Each party to this Lease waives any and every claim that arises or may arise in its favor against the other party during the Term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, to the extent the loss or damage is covered by and recoverable under valid and collectible insurance policies. These mutual waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties. Inasmuch as these mutual waivers will preclude the assignment of any such claim by way of subrogation to an insurance company (or any other person), each party agrees to immediately give to each insurance company that has issued an insurance policy to such party written notice of the terms of such mutual waivers, and to cause the policies to be endorsed to prevent the invalidation of the insurance coverage by reason of these waivers.

ARTICLE SIX

USE OF PREMISES

6.01 Permitted Use. Tenant may use the Premises only for the Permitted Use stated in Section 1.10. Tenant acknowledges that: (i) the current use of the Premises or the improvements located on the Premises, or both, may not conform to city ordinances or restrictive covenants with respect to the permitted use, zoning, height limitations, setback requirements, minimum parking requirements, coverage ratio of improvements to land area, and other matters that may have a significant impact upon the Tenant's intended use of the Premises; (ii) Tenant has independently investigated and verified to Tenant's satisfaction the extent of any limitations or non-conforming uses of the Premises; and (iii) Tenant is not relying upon any representations of Landlord or the Brokers with respect to any such matters.

6.02 Compliance with Laws. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and will promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the Premises, all at Tenant's sole expense, including any expense or cost resulting from the construction or installation of fixtures and improvements or other accommodations for handicapped or disabled persons required for compliance with governmental laws and regulations, including but not limited to the Texas Architectural Barriers Act (the "TABAA") and the Americans with Disabilities Act (the "ADA"). To the extent any alterations to the Premises are required by the TABAA, the ADA or other applicable laws or regulations, Tenant shall bear the expense of the alterations. To the extent any alterations to areas of the Property outside the Premises are required by the TABAA, the ADA or other applicable laws or regulations (for "path of travel" requirements or otherwise), Landlord shall bear the expense of the alterations.

6.03 Certificate of Occupancy. If required, Tenant shall apply for Certificate of Occupancy from the municipality in which the Property is located before the Commencement Date, and obtain a Certificate of Occupancy before Tenant occupies the Premises. If Tenant is unable to obtain a Certificate of Occupancy after making an application and diligently pursuing it, then Tenant may terminate this Lease by delivering a written notice to Landlord, unless either Landlord or Tenant is willing and able to cure the defects that prevented the issuance of the Certificate of Occupancy. Either Landlord or Tenant may cure any such defects, at their own expense, including any repairs, replacements, or installations of any items that are not presently existing on the Premises, but neither of them have any obligation to do so (unless another provision of this Lease states otherwise). If Tenant delivers a written termination notice to Landlord under this Section, and then any defects are cured and a Certificate of Occupancy is issued within 15 days after Tenant delivered the notice, then this Lease will remain in force. If this Lease is terminated because Landlord and Tenant cannot get a Certificate of Occupancy, then Landlord will return to Tenant any prepaid rent and any Security Deposit, and the parties will have no further obligations

under this Lease. References in this Lease to a "**Certificate of Occupancy**" mean a Certificate of Occupancy sufficient to allow the Tenant to occupy the Premises for the Permitted Use.

6.04 Signs. Without the prior written consent of Landlord, Tenant may not place any signs, ornaments or other objects on the Premises or the Property, including but not limited to the roof or exterior of the building or other improvements on the Property, or paint or otherwise decorate or deface the exterior of the building or other improvements on the Property. Any signs installed by Tenant must conform to applicable laws, deed restrictions, and other applicable requirements. Tenant must remove all signs, decorations and ornaments at the expiration or termination of this Lease, and must repair any damage and close any holes caused by installation or removal.

6.05 Utility Services. Unless otherwise provided in this Lease, Tenant shall pay the cost of all Utilities used for the Premises, and the cost of replacing light bulbs and tubes. Unless otherwise required by law, Landlord is the party entitled to designate utility and telecommunication service providers to the Property and the Premises. Landlord may, at Landlord's option, allow Tenant to select the provider. If Tenant selects the provider, any access or alterations to the Property or the Premises necessary for the Utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold or delay. If Landlord incurs any utility or connection charges that Tenant is responsible to pay and Landlord pays the charges, Tenant shall reimburse Landlord immediately upon receipt of a written notice from Landlord stating the amount of the charges.

6.06 Landlord's Access. Landlord and Landlord's agents will have the right to, upon reasonable advance notice, and without unreasonably interfering with Tenant's business, enter the Premises: (a) to inspect the general condition and state of repair of the Premises, (b) to make repairs required or permitted under this Lease, (c) to show the Premises or the Property to any prospective tenant or purchaser, and (d) for any other reasonable purpose. If Tenant changes the locks on the Premises, Tenant must provide Landlord with a copy of each separate key upon Landlord's request. During the last 150 days of the Term, Landlord and Landlord's agents may erect signs on or about the Premises advertising the Premises for lease or for sale.

6.07 Possession. If Tenant pays the Rent, properly maintains the Premises, and complies with all other terms of this Lease, Tenant may occupy and enjoy the Premises for the full Term, subject to the provisions of this Lease.

6.08 Exemptions from Liability. Landlord will not be liable for any damage to the business (including any loss of income), goods, inventory, furnishings, fixtures, equipment, merchandise or other property of Tenant, Tenant's employees, invitees or customers, or for any injury to Tenant or Tenant's employees, invitees, customers or any other person in or about the Premises, whether the damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or wind; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising on or about the Premises or other portions of the Property, or from other sources or places; or (d) any act or omission of any other occupant of the Property. The provisions of this Section will not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

ARTICLE SEVEN

PROPERTY CONDITION, MAINTENANCE, REPAIRS AND ALTERATIONS

7.01 Property Condition. Except as disclosed in writing by Landlord to Tenant before the execution of this Lease, to the best of Landlord's actual knowledge: (i) the Premises have no known latent structural or construction defects of a material nature; and (ii) none of the improvements to the Premises have been constructed with materials known to be a potential health hazard to occupants of the Premises. Unless otherwise expressly set forth in this Lease, Landlord represents that on the Commencement Date (and for a period of 30 days thereafter): (a) the fixtures and equipment serving the Premises are in good operating condition, including the plumbing, electrical and lighting systems, any fire protection sprinkler system, the HVAC (defined below) systems and equipment, the roof, skylights, doors, overhead doors, windows, dock levelers and elevators; and (b) the interior of the Premises is in good condition. Tenant will have a period

of 30 days after the Commencement Date to inspect the Premises and notify Landlord in writing of any defects and maintenance, repairs or replacements required to the above named fixtures, equipment and interior. Within a reasonable period of time after the timely receipt of any such written notice from Tenant, Landlord shall, at Landlord's expense, correct the defects and perform the maintenance, repairs and replacements.

7.02 Acceptance of Premises. Tenant has inspected, or has had an opportunity to inspect, the Premises, before the execution of this Lease. Tenant has determined that the Premises may be used for the Permitted Use. Subject to the provisions in Section 7.01, and any other express obligations of Landlord in this Lease to construct any improvements, make repairs, or correct defects, Tenant agrees to accept the Premises in "AS IS" condition and with all faults (other than latent defects). To the extent permitted by applicable law, Tenant waives any implied warranties of Landlord as to the quality or condition of the Premises or the Property, or as to the fitness or suitability of the Premises or the Property for any particular use.

7.03 Maintenance and Repairs. Landlord will not be required to perform any maintenance or repairs, or management services, in the Premises, except as otherwise provided in this Lease. Tenant will be fully responsible, at Tenant's expense, for all maintenance and repairs, and management services, other than those that are expressly set forth in this Lease as Landlord's responsibility.

A. Landlord's Obligations.

(1) Subject to the provisions of Article Eight (Damage or Destruction) and Article Nine (Condemnation) and except for damage caused by any act or omission of Tenant, Landlord shall keep the roof, skylights, foundation, structural components and the structural portions of exterior walls of the Premises in good order, condition and repair. Landlord will not be obligated to maintain or repair windows, doors, overhead doors, plate glass or the surfaces of walls. In addition, Landlord will not be obligated to make any repairs under this Section until a reasonable time after receipt of written notice from Tenant of the need for repairs. If any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's furnishings, fixtures, inventory, equipment and other property, to the extent required to enable Landlord to make repairs. Landlord's liability under this Section will be limited to the cost of those repairs or corrections. Tenant waives the benefit of any present or future law that might give Tenant the right to repair the Premises at Landlord's expense or to terminate this Lease because of the condition.

(2) All repairs, maintenance, management and other services to be performed by Landlord or Landlord's agents involve the exercise of professional judgment by service providers, and Tenant expressly waives any claims against Landlord for breach of warranty arising from the performance of those services.

B. Tenant's Obligations. Subject to the provisions of Section 7.01, Section 7.03A, Article Eight (Damage or Destruction) and Article Nine (Condemnation), Tenant shall, at all times, keep all other portions of the Premises in good order, condition and repair (except for normal wear and tear), including, but not limited to, maintenance, repairs and all necessary replacements of the windows, plate glass, doors, overhead doors, HVAC equipment, electrical and lighting systems, fire protection sprinkler system, dock levelers, elevators, interior and exterior plumbing, the interior and exterior of the Premises in general, pest control and extermination, down spouts, gutters, paving, railroad siding, care of landscaping and regular mowing of grass. In addition, Tenant shall, at Tenant's expense, repair any damage to any portion of the Property, including the roof, skylights, foundation, or structural components and exterior walls of the Premises, caused by Tenant's acts or omissions. If Tenant fails to maintain and repair the Property as required by this Section, Landlord may, on 10 days' prior written notice, enter the Premises and perform the maintenance or repair on behalf of Tenant, except that no notice is required in case of emergency, and Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing the maintenance or repair, plus a reasonable service charge.

C. HVAC Service. This Section pertains to the heating, ventilation and air-conditioning ("HVAC") systems and equipment that service the Premises. **[Check one box only.]**

- ☐ (1) Landlord is obligated to provide the HVAC services to the Premises only during the operating hours of the Property (as described below).
- ☐ (2) Landlord will provide the HVAC services to the Premises during the operating hours of the Property (as described below) for no additional charge and will, at Tenant's request, provide HVAC services to the Premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph promptly after receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services in advance.
- ☒ (3) Tenant will pay for the HVAC services under this Lease. For any HVAC system that services only the Premises, Tenant shall, at Tenant's own cost and expense, enter into a regularly scheduled preventative maintenance and service contract for all such HVAC systems and equipment during the Term. If Tenant fails to enter into such a service contract acceptable to Landlord, Landlord may do so on Tenant's behalf and Tenant agrees to pay Landlord the cost and expense thereof, plus a reasonable service charge, periodically upon demand.

D. Operating Hours of the Property. The operating hours of the Property are the times reasonably determined by Landlord unless they are specified here. **[specify the operating hours of the Property including the days of the week, and whether Saturdays, Sundays and holidays are included]:** _____

E. Cleaning. Tenant must keep the Premises clean and sanitary and promptly dispose of all trash in appropriate receptacles. Tenant will provide, at Tenant's expense, janitorial services to the Premises, unless this box ☐ is checked, in which case Landlord will provide janitorial services to the Premises that are customary for the property type. Tenant will maintain, at Tenant's expense, any grease trap on the Property that Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

7.04 Alterations, Additions and Improvements. Tenant may not create any openings in the roof or exterior walls without the prior written consent of Landlord. Tenant may not make any alterations, additions or improvements to the Premises ("Alterations") without the prior written consent of Landlord. However, Tenant is not required to obtain the Landlord's prior written consent for non-structural Alterations that do not cost more than \$5,000 and that do not modify or affect the roof, plumbing, HVAC systems or electrical systems. Consent for non-structural Alterations in excess of \$5,000 or that modify or affect plumbing, HVAC systems or electrical systems will not be unreasonably withheld, conditioned or delayed by Landlord. Tenant may erect or install trade fixtures, shelves, bins, machinery, HVAC systems, and refrigeration equipment, provided that Tenant complies with all applicable governmental laws, ordinances, codes, and regulations. At the expiration or termination of this Lease, Tenant may, subject to the restrictions of Section 7.05, remove items installed by Tenant, provided Tenant is not in Default at the time of the removal and Tenant repairs, in a good and workmanlike manner, any damage caused by the installation or removal. Tenant shall pay for all costs incurred or arising out of Alterations and will not permit any mechanic's or materialman's lien to be filed against the Premises or the Property. Upon request by Landlord, Tenant shall deliver to Landlord proof of payment, reasonably satisfactory to Landlord, of all costs incurred in connection with any Alterations.

7.05 Condition upon Termination. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as received, except for normal wear and tear and any damage caused by a casualty that Tenant is not otherwise obligated to repair under any provision of this Lease. Tenant will not be obligated to repair any damage that Landlord

is required to repair under Article Seven (Property Condition) or Article Eight (Damage or Destruction). In addition, Landlord may require Tenant to remove any Alterations before the expiration or termination of this Lease and to restore the Premises to their prior condition, all at Tenant's expense. However, Tenant " will not be required to remove any Alterations that were made with Landlord's consent or that were otherwise permitted under the terms of this Lease. All Alterations that Tenant does not remove will become Landlord's property upon the expiration or termination of this Lease. In no event may Tenant remove any of the following items without Landlord's prior written consent: (i) electrical wiring or power panels; (ii) lighting or lighting fixtures; (iii) wall coverings, drapes, blinds or other window coverings; (iv) carpets or other floor coverings; (v) HVAC equipment; (vi) plumbing equipment; (vii) fencing or gates; or (viii) any fixtures, equipment or other items that, if removed, would affect the operation or the appearance of the Property. However, Tenant may remove Tenant's personal property and Tenant's trade fixtures and equipment used in Tenant's business, provided that Tenant must repair any damage caused by the installation or removal. The provisions of this Section will survive the expiration or termination of this Lease.

ARTICLE EIGHT

DAMAGE OR DESTRUCTION

8.01 Notice. If any buildings or other improvements situated on the Property are damaged or destroyed by fire, flood, windstorm, tornado or other casualty, Tenant shall immediately give written notice of the damage or destruction to Landlord.

8.02 Partial Damage. If the Premises are damaged by fire, tornado or other casualty, and rebuilding and repairs can be completed within 120 days after the date Landlord receives written notification from Tenant of the occurrence of the damage, then this Lease will not terminate, but Landlord shall proceed with reasonable diligence to rebuild and repair the Premises (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Premises) to substantially the condition they were in before the damage. To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably.

If the casualty occurs during the last 18 months of the Term, Landlord will not be required to rebuild or repair the damage unless Tenant exercises Tenant's renewal option (if any) within 15 days after the date Landlord receives written notification of the occurrence of the damage. If the casualty occurs during the last 18 months of the Term and Tenant does not so exercise Tenant's renewal option, or if there is no renewal option in this Lease, Landlord may, at Landlord's option, terminate this Lease by delivering a written termination notice to Tenant, in which case the Rent will be abated for the unexpired portion of the Term, effective on the date Landlord received written notification of the damage.

8.03 Substantial or Total Destruction. If the Premises are substantially or totally destroyed by fire, tornado, or other casualty, or so damaged that rebuilding and repairs cannot reasonably be completed within 120 days after the date Landlord receives written notification from Tenant of the occurrence of the damage, either Landlord or Tenant may terminate this Lease by promptly delivering a written termination notice to the other party, in which event the monthly installments of Rent will be abated for the unexpired portion of the Term, effective on the date of the damage or destruction. If neither party promptly terminates this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises (except that Tenant shall rebuild and repair Tenant's fixtures and improvements in the Premises). To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably.

ARTICLE NINE

CONDEMNATION

If, during the Term, all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or are conveyed to the condemning authority under threat of condemnation, this Lease will terminate and the monthly installments of Rent will be abated during the unexpired portion of the Term, effective on the date of the taking. If less than a substantial part of the Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is conveyed to the condemning authority under threat of condemnation, Landlord shall promptly, at Landlord's expense, restore and reconstruct the Premises (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Premises) in order to make the Premises reasonably suitable for the Permitted Use. The Rent payable under this Lease during the unexpired portion of the Term will be adjusted equitably. If there is a taking of the Property that has a material, adverse effect on the operation of Tenant's business in the Premises, then the Rent will be adjusted equitably. Landlord and Tenant will each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceeding. The termination of this Lease will not affect the rights of the parties to those awards.

ARTICLE TEN

ASSIGNMENT AND SUBLETTING

Tenant may not assign this Lease or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed. Any assignment or subletting will be expressly subject to all terms and provisions of this Lease, including the provisions of Section 6.01 pertaining to the use of the Premises. In the event of any assignment or subletting, Tenant will remain fully liable for the full performance of all of Tenant's obligations under this Lease. Tenant may not assign Tenant's rights under this Lease or sublet the Premises without first obtaining a written agreement from the assignee or sublessee whereby the assignee or sublessee agrees to assume the obligations of Tenant under this Lease and to be bound by the terms of this Lease. If a Default occurs while the Premises is assigned or sublet, Landlord may, at Landlord's option, in addition to any other remedies provided in this Lease or by law, collect directly from the assignee or subtenant all rents becoming due under the terms of the assignment or subletting and apply the rents against any sums due to Landlord under this Lease. No direct collection by Landlord from any assignee or subtenant will release Tenant from Tenant's obligations under this Lease.

ARTICLE ELEVEN

DEFAULT AND REMEDIES

11.01 Default. After any applicable notice and cure period, each of the following is a default under this Lease (a "Default"):

- A. Failure of Tenant to pay any installment of the Rent or other sum payable to Landlord under this Lease on the date that it is due, and the continuance of that failure for a period of five days after Landlord delivers written notice of the failure to Tenant. This clause will not be construed to permit or allow a delay in paying Rent beyond the due date and will not affect Landlord's right to impose a Late Charge as permitted in Section 3.03;
- B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of Rent or other sum of money, and the continuance of that failure for a period of 30 days after Landlord delivers written notice of the failure to Tenant;
- C. Failure of Tenant or any guarantor of Tenant's obligations under this Lease to pay its debts as they become due or an admission in writing of inability to pay its debts, or the making of a general assignment for the benefit of creditors;

- D. The commencement by Tenant or any guarantor of Tenant's obligations under this Lease of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;
- E. The commencement of any case, proceeding or other action against Tenant or any guarantor of Tenant's obligations under this Lease seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and Tenant or any guarantor: (i) fails to obtain a dismissal of such case, proceeding, or other action within 60 days of its commencement; or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter; or (iii) is the subject of an order of relief that is not fully stayed within seven business days after the entry thereof; and
- F. Vacancy or abandonment by Tenant of any substantial portion of the Premises or cessation of the use of the Premises for the purpose leased, and the continuance of that vacancy, abandonment or cessation for a period of 30 days after Landlord delivers a written notice to Tenant.

11.02 Remedies. Upon the occurrence of any Default listed in Section 11.01, Landlord may pursue any one or more of the following remedies without any prior notice or demand.

- A. Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy that Landlord may have for possession of the Premises or Rent in arrears, enter upon and take possession of the Premises and expel Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for any claim for damages due to the termination of this Lease or termination of possession. Tenant shall pay to Landlord on demand the amount of all Rent and loss and damage Landlord may suffer by reason of the termination or inability to relet the Premises up to the date of termination, in addition to any other liabilities that survive the termination of this Lease.
- B. Landlord may enter upon and take possession of the Premises, without terminating this Lease and without being liable for any claim for damages due to termination of possession, and expel Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may relet the Premises and receive rent from the new occupant. Tenant agrees to pay to Landlord monthly, or on demand from time to time, any deficiency that may arise by reason of any such reletting. In determining the amount of the deficiency, professional service fees, reasonable attorneys' fees, court costs, remodeling expenses and other costs of reletting will be subtracted from the amount of rent received from the new occupant.
- C. Landlord may enter upon the Premises, without terminating this Lease and without being liable for any claim for damages due to such entry, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses that Landlord incurs in performing Tenant's obligations under this Lease, together with interest thereon at the rate of 12% per annum from the date spent until paid.
- D. Landlord may sue Tenant for damages for breach of this Lease after Tenant's Default and abandonment of the Premises, or after Landlord terminates Tenant's possession and Tenant vacates the Premises, in which case the measure of damages is the sum of: (i) the unpaid Rent up to the date of the abandonment or vacancy, plus (ii) the difference between the Rent for the remainder of the Term after abandonment or vacancy, and the fair market rental value

of this Lease for the remainder of the Term after abandonment or vacancy, such difference to be discounted to present value at a rate equal to the rate of interest that is allowed by law in the State of Texas when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of 6% per annum). Neither the enforcement or collection by Landlord of those amounts nor the payment by Tenant of those amounts will constitute a waiver by Landlord of any breach, existing or in the future, of any of the terms or provisions of this Lease by Tenant or a waiver of any rights or remedies that the Landlord may have with respect to any breach.

- E. In addition to the foregoing remedies, Landlord may change or modify the locks on the Premises if Tenant fails to pay the Rent when due. Landlord will not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Premises unless and until Tenant pays Landlord all Rent that is delinquent. Tenant agrees that Landlord will not be liable for any damages resulting to the Tenant from the lockout. When Landlord changes or modifies the locks, Landlord or Landlord's agent shall post a written notice in accordance with Section 93.002 of the Texas Property Code, or its successor statute. Tenant may be subject to legal liability if Tenant or Tenant's representative tampers with any lock after the locks have been changed or modified.
- F. No re-entry or taking possession of the Premises by Landlord will be construed as an election to terminate this Lease, unless a written notice of that intention is given to Tenant. Notwithstanding any re-entry, taking possession or reletting, Landlord may, at any time thereafter, elect to terminate this Lease for a previous Default. Pursuit of any of the foregoing remedies will not preclude pursuit of any other remedies provided by law, nor will pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any Rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the provisions in this Lease. Failure of Landlord to declare any Default immediately upon its occurrence, or failure to enforce one or more of Landlord's remedies, or forbearance by Landlord to enforce one or more of Landlord's remedies upon a Default, will not be deemed to constitute a waiver of any of Landlord's remedies for any Default. Pursuit of any one of the remedies will not preclude pursuit by Landlord of any of the other remedies provided in this Lease. The loss or damage that Landlord may suffer by reason of a Default by Tenant under this Lease, or the deficiency from any reletting, will include the expense of taking possession and any repairs performed by Landlord after a Default by Tenant. If Landlord terminates this Lease at any time for any Default, in addition to other Landlord's remedies, Landlord may recover from Tenant all damages Landlord may incur by reason of the Default, including the cost of recovering the Premises and the Rent then remaining unpaid.
- G. Landlord has a duty to mitigate Landlord's damages in accordance with applicable law. Any duty imposed by law on Landlord to mitigate damages after a Default by Tenant will be satisfied if Landlord undertakes to lease the Premises to another tenant (a "**Substitute Tenant**") in accordance with the following criteria:
 - (1) Landlord will have no obligation to solicit or entertain negotiations with any other prospective tenant for the Premises until Landlord obtains full possession of the Premises including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant;
 - (2) Landlord will not be obligated to lease or show the Premises on a priority basis, or offer the Premises to a prospective tenant when other space in the Property suitable for the prospective tenant's use is (or soon will be) available;
 - (3) Landlord will not be obligated to lease the Premises to a Substitute Tenant for an amount less than the current fair market rent then prevailing for similar uses in comparable buildings in the same market area as the Property, nor will Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Property;

(4) Landlord will not be obligated to enter into a lease with a Substitute Tenant whose use would:

(i) violate any restriction, covenant, or requirement contained in the lease of another tenant of the Property;

(ii) adversely affect the reputation of the Property; or

(iii) be incompatible with other uses of the Property.

(5) Landlord will not be obligated to enter into a lease with a Substitute Tenant that does not have, in Landlord's reasonable opinion, sufficient financial resources to pay the Rent under the new lease and operate the Premises in a first class manner; and

(6) Landlord will not be required to spend any amount of money to alter, remodel, or otherwise make the Premises suitable for use by a proposed Substitute Tenant unless:

(i) Tenant pays any such sum to Landlord in advance of Landlord's execution of a lease with the Substitute Tenant (which payment will not be in lieu of any damages or other sums to which Landlord may be entitled as a result of Tenant's Default under this Lease); or

(ii) Landlord, in Landlord's reasonable discretion, determines that any such expenditure is financially justified in connection with entering into a lease with the Substitute Tenant.

H. No right or remedy of Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy now or hereafter existing under this Lease, at law, in equity or by statute. **Landlord will not be liable for any damages resulting to Tenant from any legal right or remedy properly exercised by Landlord.**

11.03 Notice of Default. Tenant shall give written notice of any failure by Landlord to perform any of Landlord's obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Premises whose name and address have been furnished to Tenant in writing. Landlord will not be in default under this Lease unless Landlord (or the ground lessor, mortgagee or beneficiary) fails to cure the nonperformance within 30 days after receipt of Tenant's notice. However, if the nonperformance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is thereafter diligently pursued to completion.

11.04 Limitation of Landlord's Liability. As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property, or the leasehold estate under a ground lease of the Property, at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such title or estate. Any Landlord who transfers its title, estate or other interest is relieved of all liability with respect to the obligations of Landlord under this Lease accruing on or after the date of the transfer, and Tenant agrees to recognize the transferee as Landlord under this Lease. However, each Landlord shall deliver to its transferee the Security Deposit held by Landlord, to the extent the Security Deposit has not then been applied under the terms of this Lease.

ARTICLE TWELVE

LANDLORD'S CONTRACTUAL LIEN

In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all Rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, equipment, fixtures, furniture and all other personal property of Tenant situated in or on the Premises, together with the proceeds from the sale thereof ("**Tenant's Personal Property**").

Tenant may not remove such property without the consent of Landlord until all Rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Premises and take possession of Tenant's Personal Property situated in or on the Premises without liability for trespass or conversion, and sell the property at a public or private sale, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale in accordance with the Texas Business and Commerce Code. Any public sale made under this Article will be deemed to have been conducted in a commercially reasonable manner if held on the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in the county where Tenant's Personal Property is located for at least five days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The proceeds from any disposition pursuant to this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in Tenant's Personal Property under the provisions of the Texas Business and Commerce Code. If Tenant is not in Default under this Lease, after receipt of a written request by Tenant, Landlord shall deliver a written subordination of Landlord's statutory and contractual liens to any liens and security interests securing any institutional third party financing of Tenant. Landlord may not unreasonably withhold or delay the delivery of Landlord's written subordination.

ARTICLE THIRTEEN

PROTECTION OF LENDERS

13.01 Subordination and Attornment. Landlord may subordinate this Lease to any future ground Lease, deed of trust or mortgage encumbering the Premises, and advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Landlord's right to subordinate is subject to Landlord providing Tenant with a written Subordination, Non-disturbance and Attornment Agreement from the ground lessor, beneficiary or mortgagee wherein Tenant's right to peaceable possession of the Premises during the Term will not be disturbed if Tenant pays the Rent and performs all of Tenant's obligations under this Lease and is not otherwise in Default, in which case Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize the transferee or successor as Landlord under this Lease. Tenant's rights under this Lease are subordinate to any existing ground lease, deed of trust or mortgage encumbering the Premises. However, if any ground lessor, beneficiary or mortgagee elects to have this Lease be superior to its ground lease, deed of trust or mortgage and gives Tenant written notice thereof, then this Lease will be deemed superior to the ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of the ground lease, deed of trust or mortgage or the date of recording thereof.

13.02 Signing of Documents. Tenant shall sign and deliver any document that may be requested to evidence any attornment or subordination, or any agreement to attorn or subordinate, as long as the document is consistent with the provisions of Section 13.01. If Tenant fails to do so within 10 days after a written request, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver the attornment or subordination document.

13.03 Estoppel Certificates.

A. After Landlord's written request, Tenant shall execute and deliver to Landlord a written statement (an "**Estoppel Certificate**") certifying:

- (1) whether Tenant is an assignee or subtenant;
- (2) the Expiration Date of this Lease;
- (3) the number of renewal options under this Lease, if any, and the total period of time covered by the renewal options;

- (4) that none of the terms or provisions of this Lease have been changed since the original execution of this Lease, except as shown on any attached amendments or modifications;
- (5) that no default exists under the terms of this Lease by either Landlord or Tenant;
- (6) that Tenant has no claim against Landlord under this Lease and has no defense or right of offset against collection of Rent or other charges accruing under this Lease;
- (7) the amount and payment date of the last payment of Rent, the period of time covered by that payment, and the amount of any rental payments made in advance;
- (8) the amount of any Security Deposit and other deposits, if any; and
- (9) the identity and address of any guarantor of this Lease.

Tenant shall deliver the statement to Landlord within 10 days after Landlord's request. Landlord may forward any such statement to any prospective purchaser or lender of the Premises. The purchaser or lender may rely conclusively upon the statement as true and correct.

- B. If Tenant does not deliver the Estoppel Certificate to Landlord within the 10-day period, Landlord, and any prospective purchaser or lender, may conclusively presume and rely upon the following facts: (1) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (2) that this Lease has not been terminated except as otherwise represented by Landlord; (3) that not more than one monthly installment of Base Rent and other charges have been paid in advance; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent; and (5) that Landlord is not in default under this Lease. In such event, Tenant will be estopped from denying the truth of the presumed facts.
- C. Also, if Tenant does not deliver the Estoppel Certificate to Landlord within the 10-day period, Landlord may deliver a written notice to Tenant stating that Tenant must deliver an Estoppel Certificate under this Section within five days after Tenant receives the notice. If Tenant does not deliver an Estoppel Certificate to Landlord within five days after Tenant receives the notice, then Tenant's failure to deliver an Estoppel Certificate will constitute a Default under this Lease, notwithstanding any longer period of time under Section 11.01 that Tenant would otherwise be allowed to cure a failure before the failure would become a Default.

13.04 Tenant's Financial Condition. Within 10 days after a written request from Landlord, but not more than two times in any calendar year, Tenant shall deliver to Landlord financial statements as are reasonably required by Landlord to verify the net worth of Tenant, or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by the lender to facilitate the financing or refinancing of the Premises. Tenant represents to Landlord that each financial statement is a true, complete, and accurate statement as of the date of the statement. All financial statements will be confidential and will be used only for the purposes set forth in this Lease.

ARTICLE FOURTEEN

ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY

14.01 Tenant's Compliance with Environmental Laws. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, county and municipal authorities pertaining to Tenant's use of the Property and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable Federal, State and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as defined in Section 14.05), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers, pursuant to law, which impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Property.

14.02 Tenant's Indemnification. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Tenant, or Tenant's agents, employees,

contractors or invitees without the prior written consent of Landlord. If the presence of Hazardous Materials on the Property caused or permitted by Tenant results in contamination of the Property or any other property, or if contamination of the Property or any other property by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Property, damages arising from any adverse impact on marketing of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs, consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazardous Materials present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property (or any other property) caused or permitted by Tenant results in any contamination of the Property, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Materials, provided that Landlord's approval of such actions is first obtained.

14.03 Landlord's Representations. Landlord represents, to the best of Landlord's actual knowledge, that: (i) any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on the Property to date has been in compliance with all applicable Federal, State, and local laws, regulations and ordinances; and (ii) no leak, spill, release, discharge, emission or disposal of Hazardous Materials has occurred on the Property to date and that the soil or groundwater on or under the Property is free of Hazardous Materials as of the Commencement Date, unless expressly disclosed by Landlord to Tenant in writing.

14.04 Landlord's Indemnification. Landlord hereby indemnifies, defends and holds Tenant harmless from any claims, judgments, damages, penalties, fines, costs, liabilities, (including sums paid in settlements of claims) or loss, including, without limitation, reasonable attorneys' fees, court costs, consultant fees, and expert fees, which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of Hazardous Materials in the soil or groundwater on or under the Property, unless the Hazardous Material is released by Tenant or is present as a result of the negligence or willful conduct of Tenant. Without limiting the generality of the foregoing, the indemnification provided by this Section will specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local governmental authority.

14.05 Definition. For purposes of this Lease, the term "**Hazardous Materials**" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, the Water Pollution Control Act, as amended, the Solid Waste Disposal Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted.

14.06 Survival. The representations and indemnities contained in this Article Fourteen will survive the expiration or termination of this Lease.

ARTICLE FIFTEEN

PROFESSIONAL SERVICE FEES

15.01 Amount and Manner of Payment. Professional service Fees due to the Principal Broker and Cooperating Broker (together, the "**Brokers**") will be calculated and paid as follows:

- A. Lump Sum.** Unless the box for Section 15.01B is checked in Section 1.14A, then Landlord agrees to pay to each of the Brokers a lump sum professional service Fee for negotiating this Lease, plus any applicable sales taxes, equal to: (i) the percentages stated in Section 1.14A

of the total Base Rent to become due to Landlord during the Term, if the blanks for percentages are completed; or (ii) the amounts per square foot in the Premises stated in Section 1.14A, if the blanks for amounts per square foot are completed. The Fees will be paid to the Brokers (i) one-half on the date of final execution of this Lease, and (ii) the balance on the Commencement Date of this Lease.

- B. Monthly.** If the box for this Section 15.01B is checked in Section 1.14A, then Landlord agrees to pay to each of the Brokers a monthly professional service Fee for negotiating this Lease, plus any applicable sales taxes, equal to the percentages stated in Section 1.14A of each monthly Base Rent payment at the time the payment is due.

15.02 Payments on Renewal, Expansion or New Lease. Subject to the termination date stated in this Section below, if Tenant or Tenant's successors or assigns: (a) exercises any right or option to renew or extend the Term (whether contained in this Lease or in any amendment to this Lease) or enters into a new lease covering the Premises, a portion of the Premises, or the Premises and additional space; or (b) enters into any new lease, expansion or other rental agreement as to any premises located on or constituting all or part of any real property owned by Landlord adjacent to the Property, then Landlord shall pay to each of the Brokers an additional Fee covering the full period of the renewal, extension, new lease, expansion or other rental agreement. The additional Fees will be due on the date of exercise of a renewal option, or the date of execution in the case of a new lease, expansion or other agreement. The additional Fees will be computed and paid under Section 15.01A or Section 15.01B above (whichever has been made applicable under Section 1.14) as if a new lease had been made for such period of time. The Brokers' right to receive these additional Fees will terminate on the date that is 10 years after the expiration of the Term of this Lease, as amended or extended.

15.03 Payments on Sale. Subject to the termination date stated in this Section below, if Tenant or Tenant's successors or assigns, purchases the Premises pursuant to a purchase option contained in this Lease (or in any amendment to this Lease or any other agreement) or otherwise purchases the Premises, the Property or any portion of either the Premises or the Property, then Landlord shall pay to each of the Brokers a Fee equal to the percentages stated in Section 1.14B of the purchase price, payable in Good Funds at the closing. Upon the closing of a sale to Tenant, any monthly lease Fees will terminate upon payment of the Fee on the sale. The Brokers' right to receive the Fees set forth in this Section 15.03 will terminate on the date that is 10 years after the expiration of the Term of this Lease, as amended or extended.

15.04 Other Brokers. Both Landlord and Tenant represent to the other party that they have had no dealings with any person, firm or agent in the negotiation of this Lease other than the Broker(s) named in this Lease, and no other broker, agent, person, firm or entity other than the Broker(s) is entitled to any commission or fee in connection with this Lease.

15.05 Landlord's Liability. Landlord will be liable for payment of all Fees solely to the Brokers, and Landlord will not be obligated to pay any claims by any undisclosed broker. The Principal Broker may pay a portion of the Fee to any Cooperating Broker pursuant to a separate agreement between the Brokers.

15.06 Joint Liability of Tenant. If Tenant enters into any new lease, extension, renewal, expansion, or other agreement to rent, occupy, or purchase any property described in Section 15.02 or Section 15.03 within the time specified in those Sections, the negotiations must be communicated through the Principal Broker (which may be done through the Cooperating Broker), otherwise Tenant will be jointly and severally liable with Landlord for any payments due or to become due to the Principal Broker.

15.07 Assumption on Sale. In the event of a sale or other transfer of the Premises by Landlord, Landlord shall assign this Lease to the purchaser or other transferee, and obtain from the purchaser or other transferee an Assumption Agreement in recordable form whereby the purchaser or other transferee agrees to pay the Brokers all Fees payable under this Lease. Landlord shall deliver a fully executed original counterpart of the Assumption Agreement to each of the Brokers upon the closing of the sale or other transfer of the Premises. Landlord will be released from personal liability for subsequent payments of Fees payable under this Lease only upon the delivery of the Assumption Agreement to the Brokers.

15.08 Termination. Landlord and Tenant agree that the Brokers are third party beneficiaries of this Lease with respect to the Fees, and that no change may be made by Landlord or Tenant as to the time of payment, amount of payment or the conditions for payment of the Fees without the written consent of the Brokers. The termination of this Lease by the mutual agreement of Landlord and Tenant will not affect the right of the Brokers to continue to receive the Fees agreed to be paid under this Lease, just as if Tenant had continued to occupy the Premises and had paid the Rent during the entire Term. Amendment or termination of this Lease under Article Eight (Damage or Destruction) and Article Nine (Condemnation) will not amend or terminate the Brokers' right to collect the Fees.

15.09 Intermediary Relationship.

A. If either of the Brokers has indicated in Section 1.12 or Section 1.13 or otherwise that they are acting as an intermediary, then Landlord and Tenant consent to the intermediary relationship, authorize such Broker or Brokers to act as an intermediary between Landlord and Tenant in connection with this Lease, and acknowledge that the source of any expected compensation to the Brokers will be Landlord, and the Brokers may also be paid a fee by Tenant. **A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:**

(1) disclose to Tenant that Landlord will accept a rent less than the asking rent, unless otherwise instructed in a separate writing by Landlord;

(2) disclose to Landlord that Tenant will pay a rent greater than the rental submitted in a written offer to Landlord, unless otherwise instructed in a separate writing by Tenant;

(3) disclose any confidential information, or any information a party specifically instructs the real estate broker or salesperson in writing not to disclose, unless:

(a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;

(b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or

(c) the information materially relates to the condition of the property;

(4) treat a party to the transaction dishonestly; or

(5) violate the Texas Real Estate License Act.

B. Appointments. Each Broker is authorized to appoint, by providing written notice to the parties, one or more license holders associated with the Broker to communicate with and carry out instructions of one party, and one or more other license holders associated with the Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

ARTICLE SIXTEEN

MISCELLANEOUS AND ADDITIONAL PROVISIONS

16.01 Disclosure. Landlord and Tenant understand that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, the TABA, or the ADA. The Brokers hereby advise Tenant to seek expert assistance on such matters. Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of a property and its construction, or that relate to its acquisition. If the Brokers provide names of consultants or sources for

advice or assistance, Tenant acknowledges that the Brokers do not warrant the services of the advisors or their products and cannot warrant the suitability of property to be acquired or leased. Furthermore, the Brokers do not warrant that the Landlord will disclose any or all property defects, although the Brokers will disclose to Tenant any actual knowledge possessed by Brokers regarding defects of the Premises and the Property. In this regard, Tenant agrees to make all necessary and appropriate inquiries and to use diligence in investigating the Premises and the Property before signing this Lease. Tenant acknowledges and agrees that neither the Principal Broker nor any Cooperating Broker has made any representation to Tenant with respect to the condition of the Premises, and that Tenant is relying exclusively upon Tenant's own investigations and the representations of Landlord, if any, with respect to the condition of the Premises. Landlord and Tenant agree to hold the Brokers harmless from any and all damages, claims, costs and expenses resulting from or related to Landlord's furnishing to the Brokers any inaccurate information with respect to the Premises, or Landlord's concealing any material information with respect to the Premises. Landlord and Tenant hereby agree to indemnify and defend the Brokers against any and all liabilities, claims, debts, damages, costs, or expenses, including but not limited to reasonable attorneys' fees and court costs, related to or arising out of or in any way connected to (a) representations concerning matters properly the subject of advice by experts; or (b) any dispute directly between Landlord and Tenant regarding this Lease. In addition, to the extent permitted by applicable law, the Brokers' liability for errors, omissions, or negligence is limited to the return of the Fee, if any, paid to the Brokers pursuant to this Lease.

16.02 Force Majeure. Except for monetary payments, if performance by Landlord or Tenant of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord or Tenant, the period for performance of the term, condition or covenant will be extended for a period equal to the period Landlord or Tenant is so delayed or prevented.

16.03 Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular will include the plural and the plural will include the singular, and the masculine, feminine and neuter genders will each include the other.

16.04 Waivers. Any waivers of any provisions of this Lease must be in writing and signed by the waiving party. Landlord's delay or failure to enforce any provisions of this Lease or Landlord's acceptance of late installments of Rent will not be a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a check from Tenant or in a letter accompanying a check will be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate, cash, or endorse the check without being bound to the conditions of any such statement.

16.05 Severability. A determination by a court of competent jurisdiction that any provision of this Lease is invalid or unenforceable will not invalidate the remainder of that provision or any other provision of this Lease, which will remain in full force and effect.

16.06 Joint and Several Liability. All parties signing this Lease as Tenant will be jointly and severally liable for all obligations of Tenant. Tenant will be responsible for the conduct, acts and omissions of Tenant's agents, employees, customers, contractors, invitees, agents, successors or others using the Premises with Tenant's express or implied permission.

16.07 Amendments and Waiver of Inducements. This Lease is the only agreement between the parties pertaining to the lease of the Premises. Any prior understandings are superseded by this Lease, and no other agreements are effective unless made a part of this Lease. All amendments to this Lease must be in writing and signed by all parties. No oral representations, promises or other inducements contrary to the terms of this Lease exist, and each party to this Lease disclaims reliance upon any oral or written representations, promises and other inducements contrary to the terms of this Lease that may have been made by or on behalf of the other party. No party to this Lease will seek to set aside this Lease on the grounds of inducement or concealment, and each party to this Lease waives any claims for inducement and concealment that may be asserted by it.

16.08 Section 93.012 of the Texas Property Code. Tenant agrees that the provisions of this Lease for determining charges to be paid by Tenant (including, but not limited to, Section 1.09) constitute a "method by which the charge is to be computed" in compliance with Section 93.012 of the Texas Property Code.

16.09 Notices. All notices and other communications required or permitted under this Lease must be in writing and will be deemed delivered, whether actually received or not, on the earlier of: (i) actual receipt, if delivered in person or by courier with evidence of delivery; (ii) receipt of an electronic facsimile transmission ("**Fax**") with confirmation of delivery; (iii) delivery by a recognized overnight delivery service, with evidence of delivery; or (iv) upon deposit in the United States Mail as required below. Notices may be transmitted by Fax to the Fax telephone numbers specified in Article One of this Lease, if any. Notices delivered by mail must be deposited in the U.S. Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient as set forth in Article One. Notices sent by any other means will be deemed delivered when actually received, with proof of delivery. After possession of the Premises by Tenant, Tenant's address for notices will be the address of the Premises, unless Tenant notifies Landlord in writing of a different address to be used.

- ☒ Landlord also consents to receive any notices by e-mail. **[Check the box, if applicable.]**
☒ Tenant also consents to receive any notices by e-mail. **[Check the box, if applicable.]**

Any party may change its address for notice by delivering written notice of its new address to all other parties in the manner set forth above. Copies of all notices must also be delivered to the following persons [if the blanks have been completed]:

Copies of notices to Landlord are to be delivered to:

Motaz (Marc) Rhima

Address: **700 Lake Carillon**

Southlake, TX 76092

Telephone: _____ Fax: _____

Email: _____

Copies of notices to Tenant are to be delivered to:

Address: _____

Telephone: _____ Fax: _____

Email: _____

Copies of notices should also be delivered to the Brokers, but failure to notify the Brokers will not cause an otherwise properly delivered notice to be ineffective.

16.10 Attorneys' Fees. If, on account of any breach or default by any party to this Lease in its obligations to any other party to this Lease (including, but not limited to, the Brokers), it becomes necessary for a party to employ an attorney to enforce or defend any of its rights or remedies under this Lease, the non-prevailing party agrees to pay the prevailing party its reasonable attorneys' fees and court costs, if any, whether or not suit is instituted in connection with the enforcement or defense.

16.11 Venue. All obligations under this Lease, including, but not limited to, the payment of Fees to the Brokers, will be performed and payable in the county in which the Property is located. The laws of the State of Texas will govern this Lease.

16.12 Survival. All obligations of any party to this Lease that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

16.13 Binding Effect. This Lease will inure to the benefit of, and be binding upon, each of the parties to this Lease and their respective heirs, representatives, successors and assigns. However, Landlord will

COMMERCIAL LEASE AGREEMENT - Page 27

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not have any obligation to Tenant's successors or assigns unless the rights or interests of the successors or assigns are acquired in accordance with the terms of this Lease.

16.14 Right to Claim a Lien. If a commission agreement or other agreement to pay Fees to the Brokers is not included in this Lease, then be advised that pursuant to Chapter 62 of the Texas Property Code, each Broker hereby discloses the Broker's right to claim a lien based on a separate written commission agreement or other agreement to pay Fees to the Broker, and this disclosure is incorporated in the commission agreement or other agreement to pay Fees.

16.15 Patriot Act Representation. Landlord and Tenant each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

16.16 Counterparts. This Lease may be executed in a number of identical counterparts, and all counterparts will be construed together as one agreement.

16.17 Offer. The execution of this Lease by the first party to do so constitutes an offer to lease the Premises. Unless this Lease is signed by the other party and a fully executed copy is delivered to the first party by the earlier of this date _____, _____ or the date that is 10 days after the date of execution by the first party, such offer to lease will be deemed automatically withdrawn. Any acceptance of an offer that has been withdrawn will only be effective if the party that withdrew the offer subsequently agrees to the acceptance either in writing or by course of conduct.

16.18 Additional Provisions. *[Additional provisions may be set forth below or on any attached Addendum].* Landlord and Tenant agree that the following additional provisions (if any) and the provisions set forth on the attached Addenda (if any) will control in the event of any conflict with other provisions of this Lease:

Tenant shall receive a rent abatement in the amount of \$500 per month for the first three (3) full months of the lease term, resulting in a monthly rent of \$8,000 during that period.

16.19 Consult an Attorney. This Lease is an enforceable, legally binding agreement. Read it carefully. The Brokers involved in the negotiation of this Lease cannot give you legal advice. Landlord and Tenant acknowledge that they have been advised by the Brokers to have this Lease reviewed by competent legal counsel of their choice before signing this Lease. By executing this Lease, Landlord and Tenant each agree to the provisions contained in this Lease.

This Lease has been executed as of the Effective Date (as defined in Section 1.01).

LANDLORD:

Sala Life Trust

By [Signature]: _____
Name: _____
Title: _____
Date of Execution: _____

LANDLORD:

By [Signature]: _____
Name: _____
Title: _____
Date of Execution: _____

TENANT:

City of Colleyville

By [Signature]: _____
Name: **Jerry Ducay**
Title: **City Manager**
Date of Execution: _____

TENANT:

By [Signature]: _____
Name: _____
Title: _____
Date of Execution: _____

PRINCIPAL BROKER:

Heather Konopka, CCIM

By [Signature]: _____
Name: **Heather Konopka, CCIM**
Title: **Broker**
Address: **5751 Kroger Dr Suite 113 Ft Worth**
Broker's License No.: **0453672**
Tax ID No.: _____

COOPERATING BROKER:

N/A

By [Signature]: _____
Name: _____
Title: _____
Address: _____
Broker's License No.: _____
Tax ID No.: _____

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COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 35 Veranda Ln Suite 100, Colleyville, TX 76034

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

Page 1 of 2

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:



NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

**ADDENDUM "A" TO LEASE
RENEWAL OPTIONS**

Address of the Premises: 35 Veranda Ln Suite 100, Colleyville, TX 76034

1. **Option to Extend the Term.** Landlord grants to Tenant 2 option(s) (each an "Option") to extend the Term for an additional term of 60 months each (the "Extension"), on the same terms, conditions and covenants set forth in this Lease, except as provided below. Each Option may be exercised only by written notice delivered to the Landlord no earlier than 180 days before, and no later than 90 days before, the expiration of the Term or the preceding Extension of the Term, whichever is applicable. If Tenant fails to deliver to Landlord a written notice of the exercise of an Option within the prescribed time period, such Option and any succeeding Options will lapse, and there will be no further right to extend the Term. Each Option may only be exercised by Tenant on the express condition that, at the time of the exercise, Tenant is not in Default under any of the provisions of this Lease. The Options are personal to Tenant and may not be exercised by an assignee or subtenant without Landlord's written consent.

2. **Calculation of Rent.** The Base Rent during the Extension(s) will be determined by one of the following methods **[check one]**:

☐ **A. Fixed Rental Adjustments.** The monthly installments of Base Rent during the Extension(s) will be increased beginning on the following dates to these amounts:

Date: _____	Amount: \$ _____
Date: _____	Amount: \$ _____
Date: _____	Amount: \$ _____
Date: _____	Amount: \$ _____

☒ **B. Fair Market Rental.** The Base Rent during the Extension will be the Fair Market Rental determined as follows:

a. The "Fair Market Rental" of the Premises means the price that a ready and willing tenant would pay as of the commencement of the Extension as monthly rent to a ready and willing landlord of Premises comparable to the Premises if the property were exposed for lease on the open market for a reasonable period of time, and taking into account the term of the Extension, the condition of the Premises and the Property, the creditworthiness of the Tenant, and all of the purposes for which the property may be used and not just the use proposed to be made of the Premises by Tenant. Upon proper written notice by Tenant to Landlord of Tenant's intention to elect to exercise the renewal Option, Landlord shall, within 21 days thereafter, notify Tenant in writing of Landlord's proposed Fair Market Rental amount, and Tenant shall thereupon notify Landlord of Tenant's acceptance or rejection of Landlord's proposed amount. Failure of Tenant to reject Landlord's Fair Market Rental amount within 15 days after receipt of Landlord's notice will be deemed Tenant's acceptance of Landlord's proposed Fair Market Rental amount.

b. If Landlord and Tenant have not been able to agree on the Fair Market Rental amount within 40 days following the exercise of the Option, the Fair Market Rental for the Extension will be determined by the following appraisal process. Landlord and Tenant shall endeavor in good faith to select a single Appraiser. The term "Appraiser" means a State Certified Real Estate Appraiser licensed by the State of Texas to value commercial property. If Landlord and Tenant are able to agree upon and select a single Appraiser, that Appraiser will determine the Fair Market Rental for the Extension.

If Landlord and Tenant are unable to agree upon a single Appraiser within 20 days after the end of the 40-day period, each will then appoint one Appraiser by written notice to the other, given within 30 days after the end of the 40-day period. Within five business days after the two Appraisers are appointed, the two Appraisers will appoint a third Appraiser. If either Landlord or Tenant fails to appoint its Appraiser within the prescribed time period, the single Appraiser appointed will determine the Fair Market Rental amount of the Premises. Each party will bear the cost of the appraiser appointed by it and the parties will share equally the cost of the third appraiser. The Fair Market Rental of the Premises will be the average of two of the three appraisals that are closest in amount, and the third appraisal will be disregarded.

c. In no event will the Base Rent be reduced for any Extension, regardless of the Fair Market Rental determined by any appraisal. If the Fair Market Rental is not determined before the commencement of the Extension, then Tenant shall continue to pay to Landlord the Base Rent applicable to the Premises immediately before the Extension until the Fair Market Rental amount is determined, and when it is determined, Tenant shall pay to Landlord the difference between the Base Rent actually paid by Tenant to Landlord and the new Base Rent.

☐ **C. Consumer Price Index Adjustment.** The monthly Base Rent during the Extension will be determined by multiplying the monthly installment of Base Rent during the last month of the Term by a fraction determined as follows:

a. The numerator will be the Latest Index that means either **[check one]**:

☐ (1) the Index published for the nearest calendar month preceding the first day of the Extension, or

☐ (2) the Index for the month of Extension, _____ preceding the first day of the

b. The denominator will be the Initial Index that means either **[check one]**:

☐ (1) the Index published for the nearest calendar month preceding the Commencement Date, or

☐ (2) the Index for the month of _____ preceding the Commencement Date.

[If no blanks are filled in above, the choice (1) including the phrase "the nearest calendar month preceding" will apply. If the Index is not yet published for the nearest calendar month preceding the applicable date, then "the nearest calendar month" means the first month preceding the applicable date for which the Index is published].

c. The Index means the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), All Items, U.S. City Average (unless this box is checked ☐ in which case the CPI-U for the Dallas-Fort Worth-Arlington, TX Area will be used) published by the U. S. Department of Labor, Bureau of Labor Statistics (Base Index of 1982-84=100). If the Index is discontinued or revised, the new index or computation that replaces the Index will be used in order to obtain substantially the same result as would have been obtained if it had not been discontinued or revised. If such computation would reduce the Rent for the particular Extension, it will be disregarded, and the Rent during the immediately preceding period will apply instead.

Heather Konopka, CCIM

EXHIBIT "C"

INFORMATION ABOUT BROKERAGE SERVICES

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Heather Konopka, CCIM

Licensed Broker /Broker Firm Name or
Primary Assumed Business Name

0453672

License No.

heather.konopka@sperrycga.com

Email

(817)715-1932

Phone

Designated Broker of Firm

License No.

Email

Phone

Licensed Supervisor of Sales Agent/
Associate

License No.

Email

Phone

Sales Agent/Associate's Name

License No.

Email

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0

OWNER:

Date:

SALA LIFE TRUST

EXCLUSIVE LISTING AGREEMENT

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Heather Konopka, CCIM, 5751 Kroger Drive Fort Worth TX 76244
Heather Konopka, CCIM

Phone: 8177151932

Fax: () -

35 Veranda Suite

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5f

Agenda Date 1/22/2025

Number Resolution R-25-5006

Type Resolution

Department City Manager

Title

Approval of a commercial sublease agreement with the Colleyville Chamber of Commerce at the Colleyville Business Center and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

With City Council approval of the lease at 35 Veranda Lane in The Village as the new Colleyville Business Center location, this item seeks approval of a Commercial sublease agreement with the Colleyville Chamber of Commerce. The CBC is currently home to the Colleyville Chamber of Commerce and provides daily staffing operations of the CBC. The CBC serves as a hub for local businesses with Chamber activity, offices, conference rooms, and mailboxes for lease, economic development forums, SCORE programs, and lunch and learns for small businesses. This item seeks approval to continue this relationship between the City and Chamber by entering into an agreement at the new location.

Financial Impact

The sublease offsets the City's lease costs.

Recommendation

Approve

Attachments

1. Commercial Sublease Agreement

COMMERCIAL SUBLEASE AGREEMENT

between

The City of Colleyville, Texas (as Sublandlord)
and
The Colleyville Chamber of Commerce (as Subtenant)

THIS SUBLEASE AGREEMENT (this "Lease") is made and entered into as of February __, 2025 (the "Effective Date") by and between the CITY OF COLLEYVILLE, a Texas home rule municipal corporation (herein, "City" or "Landlord") and Colleyville Chamber of Commerce, a 501(c)(6) organization (herein, "Chamber" or "Tenant") (each a "Party" and collectively the "Parties").

RECITALS:

WHEREAS, on February __, 2025 the City entered into a five (5) year lease for the use of approximately 5,208 square feet located at 35 Veranda Lane, Colleyville, Texas (the "Master Lease"), being more particularly described in **Exhibit A**, and

WHEREAS, the City desires to lease to the Chamber and Chamber desires to lease from the City approximately 1,825 square feet, as more particularly described in **Exhibit A** (the "Premises"), of the Master Lease in accordance with the terms hereof; and

WHEREAS, the City has determined that entering this Lease with the Chamber will further the objectives of the City, is in the best interest of the public, and will benefit the City and the City's inhabitants.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

Article I Definitions

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

"Affiliate" means any entity that owns or Controls, is owned or controlled by, or is under common ownership or control with, the Chamber, or any entity the ownership of which is substantially the same as the ownership of the Chamber.

"Business Day" means any day of the week other than Saturday, Sunday, or any other day in which the City's offices are not open to the public for the conduct of business.

"Commencement Date" means the date that the City's chief building official or designee has performed a final building inspection of the Premises and issued approval indicating compliance with applicable construction codes such that the Premises may be used and occupied

for their intended purpose(s) by the Chamber and/or others authorized by the Chamber to use and occupy the Premises.

"Control" (and any form thereof, such as "Controlling" or "Controlled") means, for any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"Effective Date" has the meaning set forth in the Preamble to this Lease.

"Expiration Date" means the date that is the earlier to occur of (i) the last day of the Lease Term, (ii) the date the Leased Square Feet is reduced to zero (0) square feet or (iii) the date that this Lease is terminated in accordance with the terms set forth herein.

"Force Majeure" shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party or because of applicable law, including, but not limited to, war, nuclear disaster, labor strikes, acts of God, fire, flood, riot, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The party asserting Force Majeure shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention and has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Lease as soon as reasonably practicable.

"Leased Square Feet" means the square feet [deemed] leased to the Chamber pursuant to this Lease, consisting of approximately 1,825 square feet, as more particularly described in **Exhibit A**.

"Person" means an individual, a partnership (general or limited), a corporation, a limited liability company, a government, or any department or agency thereof, a trustee, a trust, an unincorporated organization, or any other entity of any kind.

"Related Agreement" shall mean any agreement other than this Lease by and between the City and the Chamber or any Chamber Affiliate relating to the Premises.

Article II

Term of Lease

This Lease shall be in full force and effect beginning on the Commencement Date and terminating on the earlier of (i) 11:59 p.m. Central Time on the day prior to the end of the sixtieth (60th) full calendar month after the Commencement Date (the "Lease Term") or (ii) the date specified in a written termination notice delivered by a Party to the other as directed herein.

Article III

Basic Lease Provisions

3.1 Lease. The City does hereby lease to the Chamber, and the Chamber does hereby lease from the City, the Premises beginning on the Commencement Date.

3.2 No Possession. Prior to the Commencement Date, this Lease does not entitle the Chamber to take possession of, enter, occupy, or use the Premises or any part thereof without the consent of the City except to inspect or install any necessary improvements upon reasonable prior notice, during normal business hours and subject to the City's reasonable safety procedures.

3.3 "AS IS" Condition. Tenant accepts the Premises "AS IS, WHERE IS, AND WITH ALL FAULTS". Landlord makes no representations or warranties as to the condition of the Premises, and Landlord expressly disclaims all such representations and warranties. Tenant represents and warrants to Landlord that it has made, or will make, its own inspections and investigations of the Premises and is not relying on any representations or warranties from Landlord. Tenant's obligation to pay rent (without offset, credit, abatement, or other reduction) and perform its other obligations under this Lease is not dependent upon the condition of the Premises or its suitability for any particular purpose.

3.4 No Representations or Warranties. AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THERE HAVE BEEN NO REPRESENTATIONS, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS, OR PROMISES PERTAINING TO THE PROPERTY, IMPROVEMENTS THEREON, OR THIS LEASE NOT INCORPORATED IN WRITING HEREIN, AND THIS LEASE SHALL NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN. LANDLORD'S OBLIGATIONS ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS LEASE, AND SHALL NOT INCLUDE ANY IMPLIED OBLIGATIONS, DUTIES, OR WARRANTIES, ALL OF WHICH ARE DISCLAIMED BY THE LANDLORD AND WAIVED BY THE TENANT. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, THE LANDLORD DISCLAIMS, AND THE TENANT WAIVES, ANY WARRANTY AS TO THE CONDITION OF THE PROPERTY (AND ALL IMPROVEMENTS THEREON), THE ACCURACY OF THE LEGAL DESCRIPTION SET FORTH ON EXHIBIT A, ATTACHED HERETO, THE EXISTENCE OF ANY ENCROACHMENTS, AND THE MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OF THE PROPERTY OR ANY PART THEREOF. TENANT ACKNOWLEDGES THAT TENANT HAS HAD ADEQUATE OPPORTUNITIES TO INSPECT THE PROPERTY, ALL IMPROVEMENTS THEREON, AND ALL OTHER ASPECTS OF THE PROPERTY WHICH ARE CONTAINED IN THIS DISCLAIMER OR OTHERWISE.

3.5 Use and Care of Premises.

3.5.1 *Permitted Use*. The Premises may be used for the following purposes:

- A. Colleyville Chamber of Commerce business operations that promote the development, redevelopment, and expansion of businesses and other economic endeavors within Colleyville;
- B. mailbox operation, wherein the Chamber shall collect, retain, and manage all associated revenue; and
- C. subject to the City's written approval and in compliance with the Master Lease, sublease office space from its 1,825 Leased Square Feet, wherein the Chamber shall collect, retain, and manage all associated revenue. The Chamber shall not be entitled to any other rental revenue.

3.5.2 *Condition Precedent.* As a condition precedent to the Chamber's permitted use(s) of the Premises, the Chamber shall provide sufficient staff personnel and operate a business center, open to the public, during the hours of 8:00 AM and 5:00 PM, Monday through Friday, except for City scheduled holidays. If any Chamber luncheons or other events require the attendance of all Chamber employees, then the Chamber may request an exception to this requirement within a reasonable time. However, the Chamber shall make all reasonable efforts to coordinate with the City's demands for service of the business center. Any revised dates or hours of operation shall be at the sole discretion of the City.

3.5.3 *No other Use of the Premises.* Use of the Premises for any purpose other than permitted or required by this Lease without prior written consent of the City shall constitute a default of the Lease.

3.6 Care and Maintenance of Premises.

3.6.1 *Landlord Maintenance and Other Obligations.* The Landlord shall (i) maintain or cause to be maintained (a) all heating and air conditioning systems for the building, (b) mechanical systems, (c) boiler, (d) plumbing systems, (e) utility connections and infrastructure, (f) lighting systems, (g) internet service, (h) basic janitorial services (hereinafter, "Utilities, Internet and Cleaning"), and (ii) install or provide all fixtures, furniture, and equipment (including a printer dedicated for Chamber use) (hereinafter, "FFE"), as deemed necessary and appropriate by the City, (collectively, "Landlord Obligations"). The City agrees it shall be solely responsible for the expenses related to Utilities, Internet, and Cleaning. The Chamber agrees that it shall reimburse the City for its pro-rata share of FFE, including the costs associated with the continued repair and replacement of such FFE.

3.6.2 *Tenant Maintenance and Other Obligations.* Excluding the Landlord Obligations, Tenant shall, at its own expense and discretion, maintain or cause to be maintained cable television service, telephone service, and other furniture or equipment not provided by the City. In addition to the basic janitorial services provided by the City, the Tenant agrees to keep all parts of the Premises free from

waste at all times and in a clean, sanitary, and safe condition in accordance with all applicable laws, ordinances, regulations, and standards of the City or any other governmental authority having jurisdiction over the operation of the Premises. Tenant shall keep or cause to be kept the Premises reasonably neat, clean, and free from dirt or rubbish at all times.

3.6.3 *Storage*. The Tenant shall store all equipment, materials, and supplies within the confines of the Premises. Outside storage is specifically prohibited without the advance written consent of the City.

Article IV Alterations and Fixtures

4.1 Tenant shall not make any alterations, modifications, additions, or improvements (including, but not limited to, structural fixtures, electrical, plumbing, and painting) to the Premises without the prior written consent of the City.

4.2. Tenant shall ensure that no lien or similar obligation is imposed upon the Premises for any alteration, repair, labor performed, or materials furnished to the Premises, and the Tenant shall immediately discharge any lien or charge after the lien occurs or charges become due and payable. The Tenant shall hold harmless, indemnify, and defend the Landlord, its officers, agents, and employees from and against any claims, demands, or suits related to such liens or obligations.

4.3. The Tenant shall not install any exterior or interior lighting, shades or awnings, interior or exterior decorations or paintings on the Premises, or erect, install, or change any signs, window or door lettering, placards, decorations, or advertising media of any type without the prior written approval of the City.

Article V Rent and Expenses

5.1 Rent. Rent shall mean the following amount due to the Landlord each 12-month period during the Lease Term, payable monthly at the "Monthly Rate," based on the Leased Square Feet as follows:

Years	Full Gross Rent (Square Footage/Year)	Monthly Rate
1	\$22.50	\$3,421.00
2	\$23.40	\$3,558.00
3	\$24.33	\$3,701.00
4	\$25.31	\$3,849.00
5	\$26.32	\$4,003.00

The first monthly rent shall be due and payable on the Commencement Date of the Lease. Subsequent monthly rental amounts shall be payable in advance on or before the first (1st) day of each respective month for the entire Lease Term.

5.2 Expenses. Except for the Landlord Obligations or otherwise expressly provided in this Lease, Tenant shall pay directly all expenses of every kind and nature relating to or arising from Tenant's use of the Premises, including impositions, taxes, and expenses arising from the management, operation, maintenance, repair, use or occupancy of the Premises.

5.3 Net Lease. Except for Landlord Obligations or otherwise expressly provided in this Lease, this is an absolutely net lease. Accordingly, the Landlord shall not have any liability or responsibility for any other expense or charge related to the Premises.

Article VI Termination and Default

6.1 Termination. This Lease shall terminate upon any one of the following:

6.1.1 by written agreement of the Parties;

6.1.2 upon the Expiration Date;

6.1.3 upon Monetary Default, wherein Tenant fails to pay or perform its monetary obligations under this Lease within thirty (30) days after the Landlord has furnished written notice of such default to the Tenant;

6.1.4 upon other Non-Monetary Default, wherein and the Tenant fails to cure a default by Tenant in the performance of any covenant, agreement or obligation of the Tenant under this Lease within sixty (60) days after Landlord has furnished to Tenant written notice of such default, provided, however, if such default is curable but cannot reasonably be cured by the exercise of reasonable diligence within such sixty (60) day period, then such failure to cure will not be an Event of Default if (i) within such sixty (60) day period Tenant gives written notice to Landlord setting forth the reasons that such default cannot be cured by the exercise of reasonable diligence within such sixty (60) day period and Tenant's reasonable estimate of the amount of time which will be required to effect such cure, (ii) Tenant commences curative action within such sixty (60) day period and thereafter diligently pursues the curative action, (iii) upon request of Landlord, but in no event more often than monthly, the Tenant provides written notice to Landlord of the efforts undertaken by the curative work remaining to be done and the estimated time required for completion of the curative action, and (iv) such default is cured within six (6) months from the date of the Tenant's receipt of the notice of default;

6.1.5 upon execution or levy on the Premises, wherein a lien or attachment is filed against any portion of the Premises, or improvements for any reason and such lien, judgment, or attachment is not released or removed within sixty (60) days of the creation of such lien, by bonding, substitution of collateral or otherwise; or

6.1.6 upon termination of Tenant's existence, whether voluntary or involuntary.

6.2 Remedies. Upon the occurrence of an uncured event of default, Landlord may do any one or more of the following:

6.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof.

6.2.2 Without terminating this Lease, enter upon and take possession of the Premises and expel or remove the Tenant and any other person who may be occupying said Premises or any part thereof, and, if the Landlord so elects, relet the Premises on such terms as are reasonable and as the Landlord may deem advisable and receive the rent therefor.

6.2.3 Perform, at Landlord's sole election and on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the highest lawful rate, shall be payable by Tenant to Landlord upon demand.

6.2.4 Exercise any other legal or equitable right or remedy which it may have, subject to the non-recourse limitations in this Lease, including the right to enjoin prohibited uses and to specifically enforce the Permitted Uses restrictions of this Lease.

6.3 No Election of Remedies, Non-Waiver. If the Landlord elects to re-enter or take possession of the Premises after the Tenant's default, the Tenant hereby waives notice of such re-entry or repossession and of the Landlord's intent to re-enter or retake possession. Pursuit of any of the remedies set forth in Section 6.2 above will not preclude the Landlord's pursuit of any other remedies herein provided or provided by Law, nor shall pursuit of any other such remedy constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of the Event of Default that is the basis therefore. The loss or damage which the Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting by the Landlord, as above provided, shall include the expense of repossession and of correcting any unrepaired conditions in the Premises.

6.4 Re-entry by Landlord. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as the Landlord may elect, and the Landlord shall not be liable in trespass or otherwise. Rightful exercise by the Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by oral agreement or by operation of Law, it being understood that such surrender can be affected only by the written acceptance by the Landlord. No alteration of security devices and no removal or other exercise of dominion by the Landlord over the property of the

Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion. Tenant hereby consents, after any event of default, to the aforesaid exercise of dominion over Tenant's property (or others) within the Premises.

6.5 Tenant's Continuing Liability. If the Landlord elects to repossess the Premises without terminating this Lease, the Tenant shall be liable for and shall pay to the Landlord all rent and other indebtedness incurred or accrued to the date of such repossession, plus rent required to be paid by the Tenant to the Landlord during the remainder of the Lease Term until the date of expiration of the Lease Term as provided for herein, diminished by any net sums thereafter received by the Landlord through reletting the Premises during said period (after deducting expenses incurred by the Landlord as provided for herein). In no event shall the Tenant be entitled to any excess of any rent obtained by reletting over and above the rent herein reserved. Landlord shall use its best efforts to attempt to relet the Premises.

6.6 Landlord's Expenses of Enforcement. Following any event of default by the Tenant, the Tenant shall also be liable for and shall pay to the Landlord, in addition to any sum provided to be paid above, and all reasonable expenses incurred by the Landlord in enforcing the Landlord's remedies, including without implied limitation, reasonable attorney's fees.

6.7 Surrender of the Premises. Upon the expiration or earlier termination of this Lease, or upon the exercise by the Landlord of its right to re-enter the Premises without terminating this Lease, the Tenant shall immediately surrender the Premises and all keys, security codes, and other access requirements for the Premises to the Landlord, together with all of the Tenant's permanent alterations, and all of the Tenant's other permanent improvements in good order, condition and repair, except for ordinary wear and tear. Upon the expiration of this Lease, the Tenant will, if requested by the Landlord, execute a Release of Lease, in recordable form, containing the Tenant's release of all its interest in the Premises and such other documents as the Landlord may reasonably request in connection therewith.

6.8 Ownership. All improvements, alterations, additions, and betterments to the Premises by the Tenant or all permitted subtenants shall become the property of the Landlord on the Expiration Date or earlier date of the termination of this Lease.

Article VII

Insurance and Indemnity

7.1 Insurance. The Tenant shall, during the Lease Term, maintain in full force and effect all policies of insurance reasonably required by the City. The Tenant's obligation to provide acceptable certificates of insurance is a material condition of this Lease, and the Tenant's use and occupancy of the Premises under this Lease shall not commence until certificates of insurance have been received, reviewed, and accepted by the City. The minimum coverages and limits of liability for the policies of insurance required under this Lease are maintained by and accessible through the City.

7.2 Indemnification; Notice.

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

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

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS LEASE FOR A PERIOD OF FOUR (4) YEARS.

Article VIII

The Master Lease

8.1 Master Lease Terms and Conditions.

8.1.1 Except as set forth herein, this Lease is made upon, and is subject and subordinate to, all of the terms, covenants, and conditions of the Master Lease (including the requirement of Master Landlord consent to this Lease, if applicable), covenants, conditions, and restrictions, and all mortgages, leases, and other documents to which the Master Lease is or may hereafter become subject and subordinate. Tenant shall, upon request, execute certificates reasonably requested to confirm such subordination. Tenant

shall pay all charges that may be due to Master Landlord under the Master Lease for any approvals by Master Landlord to matters requested by Tenant.

8.1.2 Tenant shall assume, faithfully perform, observe, and be bound by all of the terms, covenants, and conditions applicable to the Premises required to be performed by or on the part of City under the Master Lease. Any default by Master Landlord does not affect this Lease or waive or defer the performance of any of Tenant's obligations hereunder. Tenant shall not do or cause to be done or suffer or permit any act to be done which would or might (i) cause the Master Lease, or the rights of City as tenant under the Master Lease, to be endangered, canceled, terminated, forfeited, or surrendered or (ii) cause City to be in default under the Master Lease or liable for any damage, claim, or penalty under the Master Lease. Tenant shall obtain City's consent whenever Master Landlord's consent is needed under the Master Lease.

8.1.3 If there is any conflict between the provisions of this Lease and the provisions of the Master Lease that would permit Tenant to do or cause to be done or suffer or permit anything to be done that is prohibited by the Master Lease, then the provisions of the Master Lease prevail. City does not covenant to perform any obligations undertaken or assumed by the Master Landlord under the Master Lease. City shall assist Tenant in securing the performance of any responsibility of Master Landlord under the terms of the Master Lease. City shall maintain the Master Lease in full force and effect during the Term of this Lease; provided, however, that City is not liable for any early termination of or default under the Master Lease that is not due to the negligence or willful or wanton misconduct of City.

Article IX Miscellaneous

9.1 Binding Agreement; Assignment. The terms and conditions of this Lease are binding upon the successors and permitted assigns of the Parties. The Tenant may not assign this Lease in whole or in part without the prior written consent of the City. In the event of an assignment by the Tenant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Lease.

9.2 Limitation on Liability. The provisions of this Lease are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. In satisfying the conditions of this Lease, the Parties have acted independently and assume no responsibilities or liabilities to third parties in connection with these actions.

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

9.4 Notice. All notices required by this Lease shall be in writing and addressed to the parties at the addresses set forth herein (or to such other addresses that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case,

return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this section.

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

With a copy to: Wyatt Hamilton Findlay, PLLC
Attn: Whitt Wyatt
5810 Long Prairie Road, Suite 700-220
Flower Mound, Texas 75028
E: whitt@whflegal.com

Chamber: Colleyville Chamber of Commerce
Attn: _____
[Street Address]
[City, State, Zip Code]
E: _____

With a copy to: [Name]
Attn: _____
[Street Address]
[City, State, Zip Code]
E: _____

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

9.6 Governing Law. The Lease shall be governed by the laws of the State of Texas; and the venue for any action concerning this Lease shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.7 Amendment. The Lease may be amended only by the mutual written agreement of the Parties.

9.8 Legal Construction. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Lease that in lieu of each provision that is found to be illegal, invalid, or

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

9.9 Recitals. The recitals to this Lease are incorporated herein.

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

9.11 Exhibits. Any exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

9.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Lease shall survive termination.

9.13 No Memorandum of Master Lease Agreement. Neither of the Parties may record a memorandum of this Lease in the Real Premises Records of Tarrant County, Texas.

9.14 Employment of Undocumented Workers. During the term of this Lease, the Chamber agrees not to knowingly employ any undocumented workers and/or violate 8 U.S.C. Section 1324a(f).

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SIGNATURE PAGE(S) FOLLOWS]

SIGNED AND AGREED as of the Effective Date.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay
City Manger

COLLEYVILLE CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT "A"

Premises Description

DRAFT



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6

Agenda Date 1/22/2025

Type Report

Department City Manager

Title

Monthly Financial Report - December 2024

Explanation

Staff will present the monthly financial report for December 2024.

Attachments

1. December 2024 Budget Presentation
2. December 2024 Monthly Budget vs Actual

Monthly Financial Report December 2024

City Council Meeting
January 22, 2025

General Fund Performance



	FY 25 Budget		FY 25 YTD	% of Budget	FY 24 YTD		FY 24 % of Budget	
Revenues	\$	29,655,370	\$	7,413,632	25.0%	\$	8,568,688	30.0%
Expenditures		27,858,385		6,785,550	24.4%		7,151,525	26.2%
Total	\$	1,796,985	\$	628,082		\$	1,417,163	

% of year Completed: 25.0%

% of Budget Spent: 24.4%

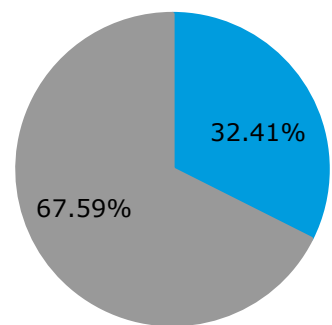


Note:. Property taxes are due in January

Property Tax Collections



Cumulative Collections vs. Budget



Collected Remaining

FY 25 Rate:
• M&O \$0.260172
• I&S \$0.016032
Total Rate:
\$0.276204/\$100

	FY 25 Budget	FY 25 YTD	% of Budget	FY 24 YTD	FY 24 % of Budget
Current Taxes	\$ 18,008,973	\$ 5,836,796	32.41%	\$ 6,509,740	38.22%

Note: Property taxes are due in January.

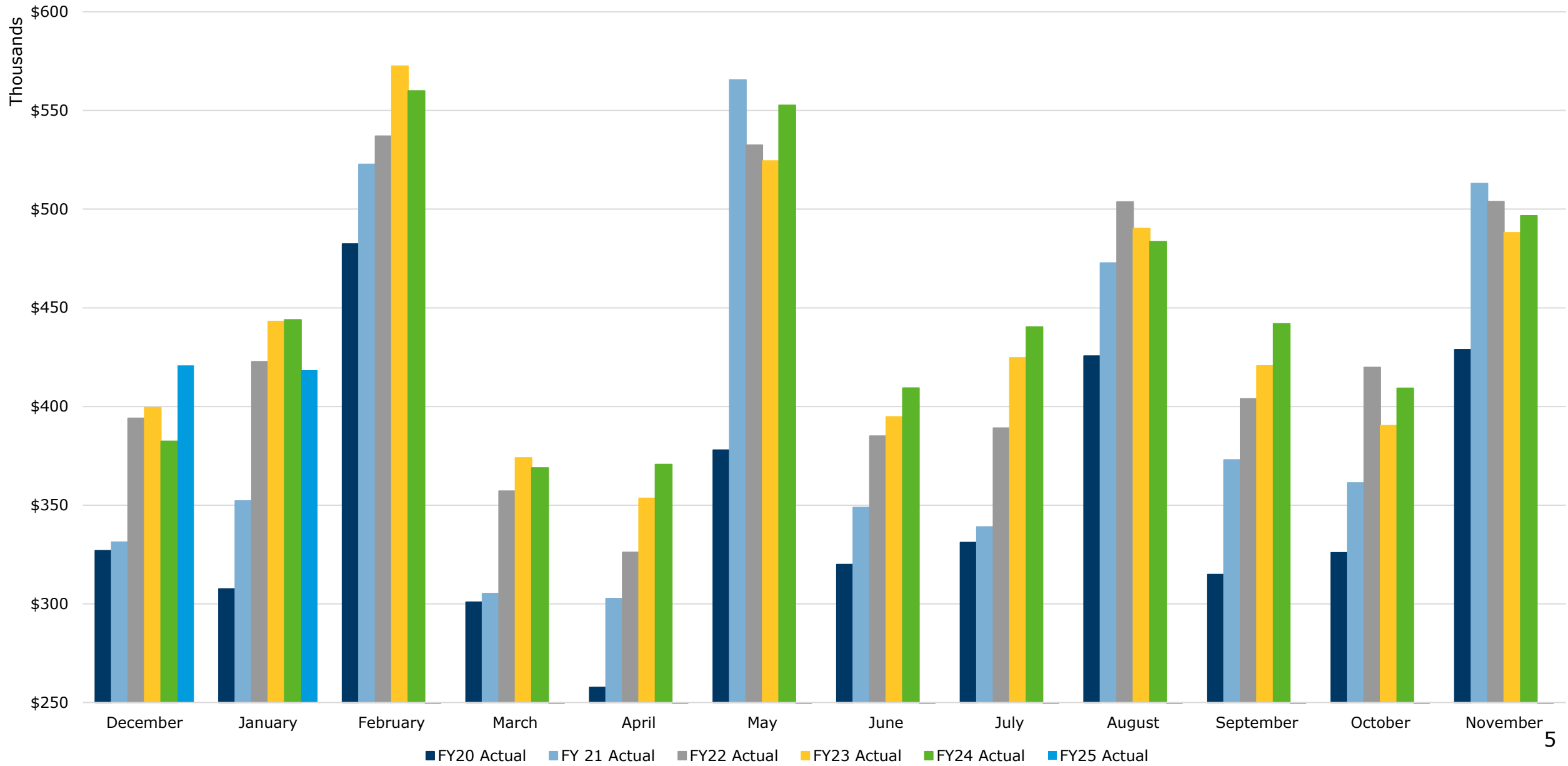
Sales Tax: Current Fiscal Year Collections



Collections Month	Sales Month	FY 24 Actual	FY 25 Actual	Increase/ (Decrease)	% Change
December	October	\$ 382,458	\$ 420,829	\$ 38,371	10.03%
January	November	443,954	418,443	(25,511)	-5.75%
Total		\$ 826,412	\$ 839,272	\$ 12,860	1.56%

Per GASB rules, December is the first month of FY25 in which collections from sales taxes are recorded. October and November sales taxes are recorded in the prior fiscal year since the sales for those receipts occurred two months prior.

Sales Tax: Comparative Collections



Sales Tax: Regional Benchmark



	Net Payment This Period	Comparable Payment PY	% Change	Payment YTD	PY Payment YTD	% Change2
Colleyville	627,351	665,598	-5.75%	627,351	665,598	-5.75%
North Richland Hills	1,637,380	1,647,073	-0.59%	1,637,380	1,647,073	-0.59%
Bedford	\$ 1,180,785	\$ 1,233,914	-4.31%	\$ 1,180,785	\$ 1,233,914	-4.31%
Grapevine	5,269,784	5,151,128	2.30%	5,269,784	5,151,128	2.30%
Keller	1,277,658	1,318,610	-3.11%	1,277,658	1,318,610	-3.11%
Hurst	1,502,973	1,520,807	-1.17%	1,502,973	1,520,807	-1.17%
Euless	2,102,359	1,921,754	9.40%	2,102,359	1,921,754	9.40%
Southlake	3,424,743	3,210,249	6.68%	3,424,743	3,210,249	6.68%

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



Utilities Fund Performance

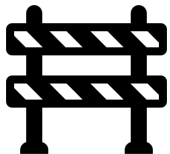


	FY 25 Budget		FY 25 YTD		% of Budget	FY 24 YTD		FY 24 % of Budget	
Revenues	\$	24,424,703	\$	6,195,512	25.4%	\$	5,284,020	21.9%	
Expenditures		23,908,883		4,642,793	19.4%		3,475,150	14.4%	
Total	\$	515,820	\$	1,552,719		\$	1,808,870		
			% of year Completed:		25.0%				
			% of Budget Spent:		19.4%				
TRA					City				
	FY 25 Budget		FY 25 YTD			FY 25 Budget		FY 25 YTD	
Revenues	\$	19,889,768	\$	4,932,108		Revenues	\$	4,534,935	\$1,263,404
Expenditures		19,889,768		3,575,956		Expenditure	\$	4,019,115	1,066,837
Total	\$	-	\$	1,356,152			\$	515,820	\$ 196,567

Drainage Fund Performance



	FY 25 Budget	FY 25 YTD	% of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 1,758,000	\$ 444,658	25.3%	\$ 373,924	25.2%
Expenditures	761,805	194,027	25.5%	201,715	27.3%
Total	\$ 996,195	\$ 250,631		\$ 172,209	
	% of year Completed:		25.0%		
	% of Budget Spent:		25.5%		



Hotel Tax (HOT) Fund Performance



	FY 25 Budget	FY 25 YTD	% of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 230,000	\$ -	0.0%	\$ -	0.0%
Expenditures	285,827	52,731	18.4%	53,054	28.1%
Total	\$ (55,827)	\$ (52,731)		\$ (53,054)	
	% of year Completed:		25.0%		
	% of Budget Spent:		18.4%		

Hotel occupancy tax revenues are due quarterly. Receipts for the first quarter will be received by January 31.



Debt Service Fund Performance



	FY 25 Budget	FY 25 YTD	% of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 1,477,283	\$ 360,251	24.4%	\$ 248,606	20.1%
Expenditures	1,540,894	168,485	10.9%	169,235	13.7%
Total	\$ (63,611)	\$ 191,766		\$ 79,372	
	% of year Completed:		25.0%		
	% of Budget Spent:		10.9%		



Questions & Discussion



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

	FY 2025				FY 2024				
	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	18,008,973	5,836,796	12,172,177	32.4%	17,108,374	6,509,740	10,598,634	38.1%	-10.3%
Delinquent	30,000	11,300	18,700	37.7%	8,013	2,314	5,699	28.9%	388.4%
P&I	60,000	3,919	56,081	6.5%	89,261	3,606	85,655	4.0%	8.7%
Property Tax Total	18,098,973	5,852,016	12,246,957	32.3%	17,205,647	6,515,659	10,689,988	37.9%	-10.2%
Sales Tax	5,200,000	420,829	4,779,171	8.1%	5,359,899	382,458	4,977,441	7.1%	10.0%
Oncor Electric	910,000	-	910,000	0.0%	915,334	-	915,334	0.0%	0.0%
Tri-County Electric	185,000	-	185,000	0.0%	191,546	-	191,546	0.0%	0.0%
Atmos Gas	600,000	-	600,000	0.0%	629,385	-	629,385	0.0%	0.0%
AT&T	15,000	2,522	12,478	16.8%	11,582	2,984	8,598	25.8%	-15.5%
Verizon/Others	12,000	2,009	9,991	16.7%	9,655	2,780	6,875	28.8%	-27.7%
Refuse/Recycling	300,000	54,176	245,824	18.1%	320,936	52,329	268,607	16.3%	3.5%
Cable TV	200,000	49,729	150,271	24.9%	224,807	59,896	164,912	26.6%	-17.0%
Network Nodes	250	250	-	100.0%	250	-	250	0.0%	0.0%
Franchise Fees	2,222,250	108,686	2,113,564	4.9%	2,303,496	117,989	2,185,507	5.1%	-7.9%
GF Revenues	29,655,370	7,413,632	22,241,738	25.0%	30,324,385	8,568,688	21,755,697	28.3%	-13.5%
GF Expenditures	27,858,385	6,785,550	21,072,835	24.4%	26,735,539	7,151,525	19,584,014	26.7%	-5.1%
Utilities Fund									
Water - Base Rate	2,373,871	600,819	1,773,052	25.3%	2,277,212	528,473	1,748,739	23.2%	13.7%
Sewer - Base Rate	1,722,064	433,240	1,288,824	25.2%	1,682,758	409,729	1,273,028	24.3%	5.7%
Water - Volumetric Rate	16,027,206	3,881,924	12,145,281	24.2%	13,333,796	3,191,428	10,142,368	23.9%	21.6%
Sewer - Volumetric Rate	3,862,562	1,050,184	2,812,379	27.2%	3,998,532	905,173	3,093,359	22.6%	16.0%
Water & Sewer	23,985,703	5,966,167	18,019,536	24.9%	21,292,298	5,034,804	16,257,494	23.6%	18.5%
Utilities Revenues	24,424,703	6,195,512	18,229,191	25.4%	23,744,620	5,284,020	18,460,600	22.3%	17.2%
Utilities Expenditures	23,908,883	4,642,793	19,266,090	19.4%	20,950,125	3,475,150	17,474,975	16.6%	33.6%
Debt Service Fund									
Current Taxes	911,283	359,668	551,615	39.5%	652,761	248,376	404,385	38.1%	44.8%
Delinquent	2,000	432	1,568	21.6%	453	90	362	20.0%	377.3%
P&I	2,000	151	1,849	7.6%	3,488	140	3,348	4.0%	7.8%
Property Tax Total	915,283	360,251	555,032	39.4%	656,702	248,606	408,096	37.9%	44.9%
DS Revenues	1,477,283	360,251	1,117,032	24.4%	1,216,702	248,606	968,096	20.4%	44.9%
DS Expenditures	1,540,894	168,485	1,372,409	10.9%	1,245,535	169,235	1,076,300	13.6%	-0.4%
Drainage Fund									
Drainage Fee	1,733,000	432,942	1,300,058	25.0%	1,463,341	361,110	1,102,231	24.7%	19.9%
Drain Revenues	1,758,000	444,658	1,313,342	25.3%	1,513,213	373,924	1,139,289	24.7%	18.9%
Drain Expenditures	761,805	194,027	567,779	25.5%	742,737	201,715	541,022	27.2%	-3.8%
Hotel Occupancy Tax (HOT) Fund									
HOT Tax	230,000	-	230,000	0.0%	219,059	-	219,059	0.0%	0.0%
HOT Revenues	230,000	-	230,000	0.0%	219,059	-	219,059	0.0%	0.0%
HOT Expenditures	285,827	52,731	233,096	18.4%	239,527	53,054	186,474	22.1%	-0.6%

Note: The financial figures presented are unaudited and subject to change pending final audit adjustments.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a

Agenda Date 1/22/2025

Number Ordinance O-25-2313

Type Ordinance

Department Community Development

Title

Consideration of an amendment to a Planned Unit Development – Commercial Ordinance to allow for office and medical office buildings, being Tract 1, Abstract 1154, R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC24-027

Explanation

Second Reading and Public Hearing

The applicant was present, answered questions from the City Council, and presented examples of other buildings he has built along Precinct Line Road near the subject property. He amended the request to providing a minimum of 70% of brick and/or stone on the proposed buildings. No one came forward to speak on the item during the public hearing.

First Reading and Public Hearing

Paul Moss, the applicant, has submitted a request for an amendment to an existing PUD-C Planned Unit Development – Commercial ordinance to allow for office and medical office use, being Tract 1, Abstract 1154, R H McEwing Survey, and approximately 2.98 acres. The purpose is to amend the PUD-C's ordinance in order to allow for the development of three office and medical office buildings.

Existing Conditions/Background: The subject property, 8060 Precinct Line Road, is zoned PUD-C Planned Unit Development – Commercial and is located north of the intersection of West L D Lockett Road and Precinct Line Road. The property is unplatted and is currently developed with two single-family homes. The property was rezoned to the PUD-C Planned Unit Development – Commercial district in 2018 to allow for the development and operation of a self-storage building on Tract 1 of the property and the future development of three retail and restaurant pad sites on Tract 2 of the property.

Proposed Amendment: The applicant requests to change the PUD Ordinance O-18-2065 to allow for office and medical office use and to make modifications to the site plan for Tract 2.

Analysis: This property has zoning that was approved in 2018 and it allows for the development of three retail and restaurant pad sites. The property was intended to be developed to promote retail development, with the conceptual site plan showing two drive-through restaurants and a retail building. The plan showed the property as three

separate tracts.

The proposed amendment would modify the site plan, as well as allow for the development of office and medical office buildings. The plan would split the property into four separate tracts. There will be three office and medical office pad sites, as well as one drive-through restaurant site on the southernmost portion of the property. As a part of the development, the northern home will be removed. The south home is currently occupied, with the intent being to develop the drive-through restaurant at a later point in time. As part of the PUD amendment request, the applicant is requesting to reduce the masonry (brick and stone) materials of the elevations from ninety (90%) percent to sixty-three (63%) percent.

Plat Status: The property is unplatted as Tract 1, Abstract 1154, R H McEwing Survey.

DRC Review: The DRC reviewed the request during their November 18, 2024 meeting provided the following comments:

1. Zoning in Site Data Table change to PUD-C Planned Unit Development Commercial
2. Informational Note: Reduction in masonry materials from 90% to 63% is being requested as part of the PUD Amendment.
3. Provide horizontal dimensions on elevations to determine articulation.

The applicant provided updated exhibits on November 20, 2024.

Drainage: Drainage will be directed toward an existing four foot Y-inlet that was built as part of the development of the Advantage Self-Storage building.

Surrounding Development: The property to the north is zoned CC-2 and improved with office development. The property to the east is zoned PUD-C Planned Unit Development – Commercial and is improved with a self-storage facility. The property to the south is zoned PUD-C Planned Unit Development – Commercial and is currently undeveloped. To the west is Precinct Line Road and a residential subdivision located in North Richland Hills.

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

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the PUD amendment with a stipulation the buildings are in compliance with the 90% masonry requirement at their December 9, 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. Letter from Property Owner
6. Original Ordinance O-18-2065
7. Architectural Site Plan Exhibit
8. Site Plan Exhibit (Full Layout)
9. Elevations Exhibits
10. Topographic Exhibit
11. Drainage and Grading Exhibits
12. Utility Plan
13. Urban Forestry Exhibit
14. Landscape Plan
15. Notification Map
16. Notification Letter
17. Notification List
18. Ordinance O-25-2313

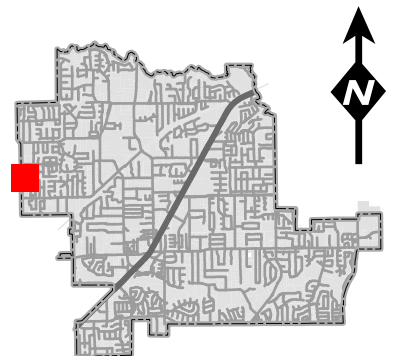
Aerial Map



ZC24-027

8060 Precinct Line Road

Subject Property



DISCLAIMER:
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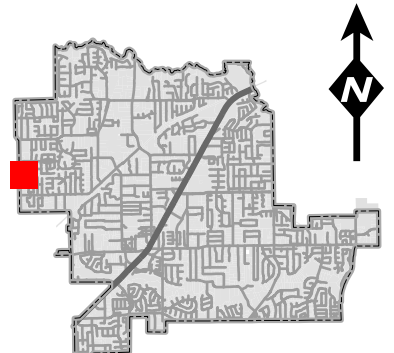
Zoning Map



ZC24-027

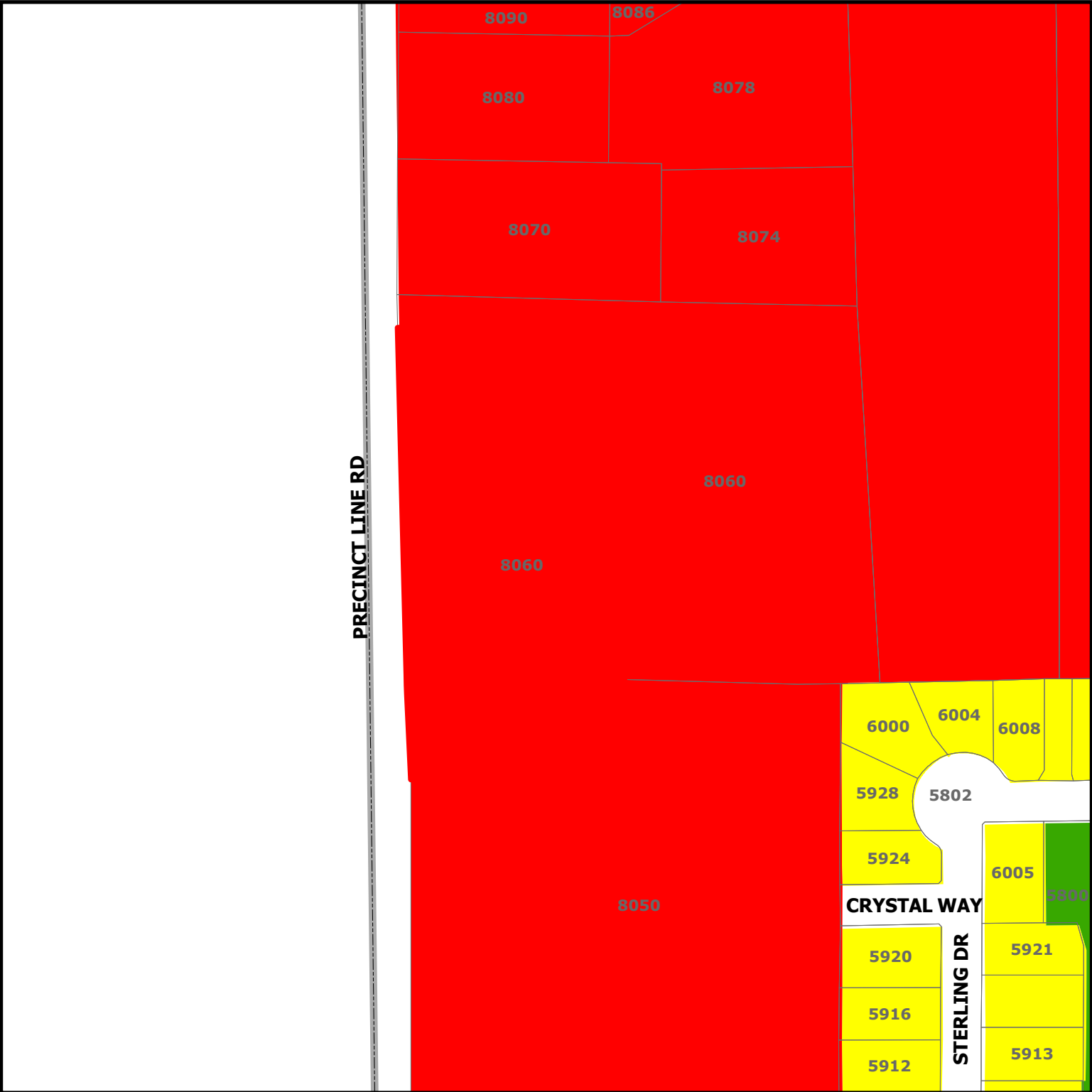
8060 Precinct Line Road

Subject Property



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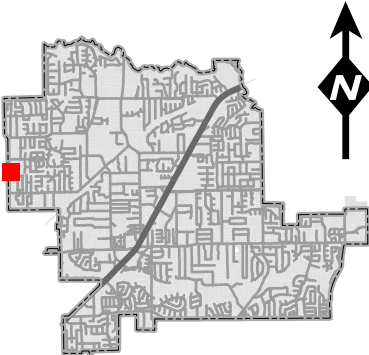
Future Land Use Map



ZC24-027

8060 Precinct Line Road

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



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

TAK ENTERPRISES INC

8821 Davis Blvd., #220
Keller, Texas 76248
paul@marinabayhomes.net
817-431-5626

11/8/2024

City of Colleyville

Planning Dept.
100 Main Street
Colleyville, Texas 76034

Re: Proposed PD Amendment and Site Plan for 1.985 Acre Property

Dear Chris Pham

I am writing to provide details regarding the proposed amendment to the PD zoning ordinance O-18-2065 for the 1.985-acre property located at 8060 Precinct Line Rd. Currently, the PD site plan includes a restaurant of 3,609 square feet with 31 parking spaces and a professional office building of approximately 9,512 square feet with 79 parking spaces. Each building is planned to be situated on its own lot for ownership purposes, with each lot providing the required parking as specified by the zoning ordinance.

The proposed amendment, as outlined in this application, would modify the site plan to include three lots. Each lot would be designated for medical or professional office use. The proposed buildings are as follows:

- **Building A:** 5,032 square feet
- **Building B:** 5,368 square feet
- **Building C:** 5,340 square feet

A shared fire lane and access drive will connect the three lots. Parking will be provided based on the standard of 1 parking space per 200 square feet for medical or dental use, resulting in a total of 82 parking spaces. We plan to implement a shared parking agreement between the three lots.

The architectural materials proposed for the buildings will include native stone, cement stucco, aluminum storefront windows and doors, with pitched fiberglass shingle roofs in a hip style. Trim will consist of painted cement fiberboard.

Landscaping will meet or exceed the requirements of the current PD site plan. A serpentine city sidewalk will be installed along Precinct Line Road, and the landscape buffer along the road will exceed the 20-foot minimum requirement. The parking lot will be landscaped in accordance with city planning ordinances, and a 10-foot landscape buffer will be provided along the south and

east property lines. Maintenance of the landscaping will be managed by a Property Owners Association (POA), which will be established by our company.

To ensure aesthetic and functional quality, ground-mounted AC units will be screened with masonry walls, steel access gates, and landscaped features. Additionally, two monument signs will be installed along the Precinct Line Road landscape buffer.

Development of the property will occur in phases, starting with the northernmost lot. Once the first building is fully leased or occupied, development of the second lot will begin, followed by the third. The buildings may be leased to multiple tenants or sold to a single occupant.

Please do not hesitate to contact me with any questions or for further clarification regarding this proposal. We look forward to moving forward with this development and appreciate your consideration.

Sincerely,

Paul Moss

Paul Moss

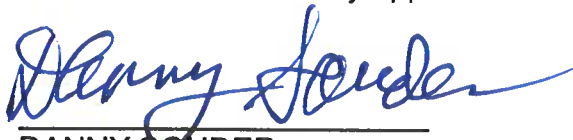
November 27, 2024

Jacquelyn Reyff, AICP
Planning Manager
CITY OF COLLEYVILLE

Dear Ms. Reyff:

My name is Danny Souder. I am the owner of the property consisting of 0.933 acres. My property is south of the property under contract with TAK Enterprises Inc. or Assigns. The property under contract consisting of 1.985 acres is owned by Billye Fowler and Dixie Marshall. Included on my property are two buildings. I have contracted with a demolition company for the removal of the small building. This demolition should occur within the next two weeks. The large house is not to be demolished as this is my homestead. I do not intend to sell my land at this time.

I understand that the City needs my approval of the site plan filed with the City on 9/25/2018 that shows the development of my property for a proposed restaurant. This letter shall constitute my approval of this site plan.



DANNY SOUDER
8050 PRECINCT LINE ROAD
COLLEYVILLE, TX 76034

ORDINANCE O-18-2065

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 6.378 ACRES ON TRACT 1, ABSTRACT 1154, IN THE R H MCEWING SURVEY, LOCATED AT 8060 PRECINCT LINE ROAD FROM THE R-40 SINGLE FAMILY RESIDENTIAL DISTRICT TO THE PUD-C PLANNED UNIT DEVELOPMENT – COMMERCIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC18-028; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference

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

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 6.378 acres on Tract 1, Abstract 1154, in the R H McEwing Survey, located at 8060 Precinct Line Road from the R-40 Single Family Residential zoning district to the PUD-C Planned Unit Development – Commercial zoning district, as depicted in the attached Exhibit "A" and Exhibit "C", and as described in Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-C is to allow for a self-storage facility totaling approximately 87,375 square feet and to provide development regulations for the future development of three (3) retail/restaurant lots on Tract 2.
- b. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".
- c. The proposed development is subject to CC-2 Shopping Center zoning district and all the associated regulations

contained in the Land Development Code, except as amended by this Ordinance.

2. DEVELOPMENT PLAN

- a. The development shall be generally consistent with the conceptual site plan and landscaping plan, Exhibit "C", and the Site Plan and Building Elevations, Exhibit "C".
- b. The development of Tract 2 shall be generally consistent with the requirements of CC-2 Shopping Center zoning district and all the associated regulations contained in the Land Development Code, except as amended by this Ordinance.

3. PERMITTED USES

- a. Uses shall be those allowed in the CC-2 Shopping Center zoning district.
- b. The self-storage use as depicted in the attached exhibits shall be a permitted use on Tract 1.
- c. There shall be no outside storage allowed per this PUD to include RV's, boats, materials, etc.
- d. No commercial truck rentals on Tract 1 shall be allowed per this PUD.

4. Lot Width

- a. The minimum lot width allowed for Tract 1 shall be ± 38 feet at the property line.

5. BUILDING DESIGN

- a. The storage facility on Tract 1 shall be generally consistent with the building elevations and specified material depicted in Exhibit "C".

- b. Development on Tract 2 shall be generally consistent with the requirements of the Land Development Code of the City of Colleyville and the following design standards:
 - i. At least fifty percent (50) of the exterior wall surface area shall be natural stone.

6. FENCING AND BUFFER YARDS

- a. The buffer yard along the rear (east) property line shall be a minimum of twenty-five feet.
- b. On Tract 1, in lieu of an eight (8) foot masonry wall along the east and south property lines adjacent to residential zoning, the rear of the buildings and connecting eight (8) foot masonry walls shall be permitted per the fence exhibit, Exhibit "D".

7. Tree Preservation Standards

- a. On Tract 1, minimum tree preservation standards will not be met per this PUD.
- b. Tree Preservation for Tract 2 shall be reviewed per Chapter 5 of the Land Development Code prior to development of this tract. This conceptual site plan and associated civil plans are not an approval of the layout as it pertains to tree preservation on Tract 2.

8. LANDSCAPING

- a. Tract 1: The requirement for fifty (50) percent of the required landscaping to be located in the street yard(s) as described in chapter 4.6 of the Land Development Code for the City of Colleyville shall be waived for Tract 1. On Tract 1, the landscape area shall be provided as generally depicted in Exhibit "D".
- b. Tract 2: Landscaping on Tract 2 shall conform to the CC-2 Shopping Center zoning district and all the associated regulations contained in the Land Development Code, except as amended as follows:

- i. There shall be a minimum twenty (20) foot wide green belt of "live plant material of the evergreen variety" along Precinct Line Road, exclusive of access drives. This area may be planted with trees shrubs required at the front of the site. Landscape planting shall not be erected or installed in such a manner as to interfere with traffic view or impose a safety hazard. When Tract 1 develops, full landscaping along the north one-hundred feet (100') of Precinct Line Road shall be installed.
- ii. In addition to the requirements of locating 50% of required landscaping in the street yard(s) as described in Section 4.6 of the Land Development Code for the City of Colleyville, developments on Tract 2 shall be required to provide landscaped areas immediately adjacent to each building equal to ten (10) percent of the footprint area of the building, with fifty (50) percent of that amount being located in the street yard.
- iii. Parking lots shall contain a minimum of one hundred forty (140) square feet of landscaped island per each nine (9) contiguous parking spaces required. This landscape island is to include one (1) three (3) inch caliper tree.

9. PARKING

- a. A total of nine (9) parking spaces shall be required for the storage facility on Tract 1.
- b. Parking requirements for Tract 2 shall conform to the CC-2 Shopping Center zoning district and all the associated regulations contained in the Land Development Code.
- c. No commercial truck rentals on Tract 1 shall be allowed per this PUD.
- d. Any vehicle associated with the operation of the self-storage use on Tract 1 shall be parked/stored interior of

the development and shall not be utilized for any additional advertising.

10. MONUMENT SIGN

- a. All monument signs will conform to Exhibit "C" except for the copy on the face of the sign which will be customized for each user on Tract 2. The face of all signs will be the same material and color or anodized aluminum, and sign copy will be uniformly white Lexan.

11. OTHER

- a. The applicant shall obtain an agreement with the adjacent property owner to the east for off-site drainage improvements to handle the discharge from the site.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public

interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of November 2018.

The second reading and public hearing being conducted on the 20th day of November 2018.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 20th day of November 2018.

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

ATTEST:

CITY OF COLLEYVILLE



Christine Loven, TRMC
City Secretary



Richard Newton
Mayor

APPROVED AS TO FORM:



Whitt Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

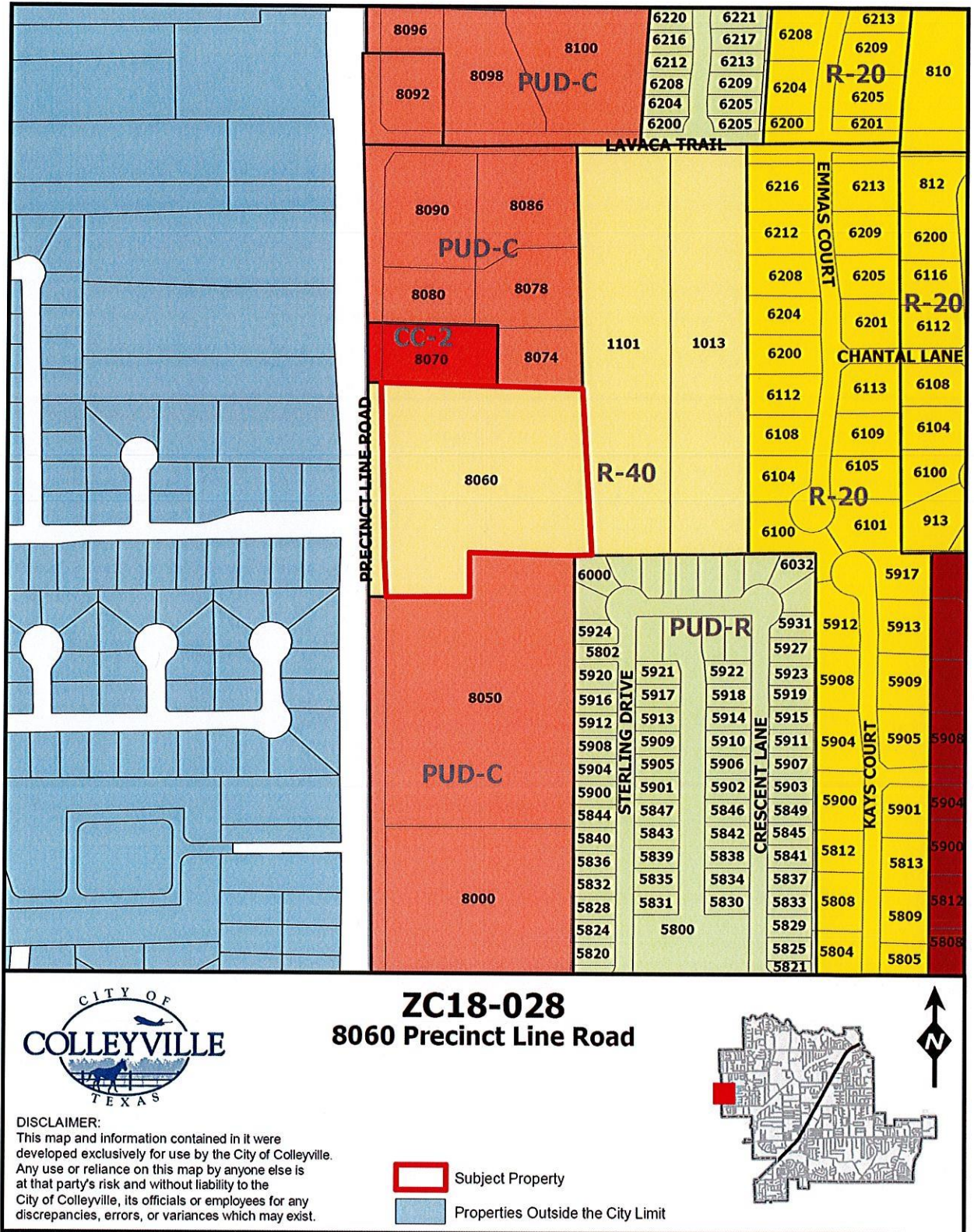


Exhibit "B" – Statement of Planning Objectives

Statement of Planning Objectives

Advantage Storage
2600 Eldorado Parkway, Suite 110
McKinney, Texas 75070
972-547-0236
rjones@AdvantageStorage.net



7 September 2018

Mr. Ben Bryner, AICP
Director of Community Development
City of Colleyville
100 Main Street
Colleyville, Texas 76034

Re: Zoning Application
Proposed Self Storage Development
8060 North Precinct Line Road

Dear Mr. Bryner,

Please accept this letter in fulfillment of the zoning application provision for Statement of Planning Objectives, Development Schedule, Proposed Ownership and Economic Information.

STATEMENT OF PLANNING OBJECTIVES:

The project consists of 6.378 acres located along North Precinct Line Road and is configured in two tracts. Tract One contains 148,047 square feet (3.399 acres) and Tract Two contains 129,781 square feet (2.979 acres).

TRACT ONE:

The planning objective for Tract One is to develop a high quality self-storage facility. Storage facilities have changed significantly over the past 20 years reflecting the evolution of the asset type from a low-quality light industrial use to very high-quality retail service business. Whereas many early self-storage customers used storage for short term, transitory reasons, the majority of contemporary storage customers secure storage space for ongoing, space making reasons. These customers as well as others desire well located facilities near where they work and live. Storage use is much higher per capita today than twenty years ago. Storage development has changed to meet this market demand by providing higher quality facilities with architecture compatible with the high-end retail locations in which they reside. Advantage has since 1996 been on the leading edge of this evolution, developing state-of-the-art facilities in very high profile, retail locations.

The characteristics of the storage project are proposed to be:

- The project will be situated on a 3.399 acre site with 38' of North Precinct Line Road frontage.
- The project consists of two, two-story building and four single story buildings containing approximately 87,225 gross SF configured to provide approximately 71,175 net rentable square feet of storage consisting of approximately 625 individual storage units containing between 25 and 300 square feet.
- Approximately 65% of the net rentable area will be climate controlled, appealing to the higher household income in which the project resides.

Statement of Planning Objectives

- The buildings fronting North Precinct Line Road will be two-story with maximum 29.5' height. This allows the architecture of the building to replicate typical retail scale and incorporate interesting architectural features.
- All remaining buildings will be single story and will be oriented toward interior drives and will not exceed 15' in height. Drive visibility from North Precinct Line Road will be minimal, and no door openings will be oriented toward the perimeter of the project.
- The rental office for the facility will be in the front building.
- There will be no resident manager living on site
- The project will include state-of-the-art security features including CCV cameras and tenant only access via digital gate and building controls.
- Project signage will be a combination of masonry monument sign and building signage conforming to ordinance.
- Landscaping will conform to or exceed ordinance requirements, and will be concentrated on the project perimeters, most visible to the neighboring properties and the public.
- Adequate space has been provided for engineered storm water detention and public utility extensions as may be required.

TRACT TWO:

Tract Two contains 2.979 acres and will be zoned to provide for CC-2 Shopping Center uses. The tract is approximately 250' deep which is ideal for small commercial and retail users. Although the actual users have not yet been identified and therefore the precise building layout cannot be determined, the Conceptual Development Plan depicts the likely configuration of three pad sites for retail and restaurant users. The planning objective for Tract Two is to provide ideal lot depth to promote retail development and to provide an access and utility plan to fully develop the tract. Additionally, the planning objective is to provide construction standards to insure uniform, high quality development. Standards include the following:

- Requirement for increased use of natural stone in building facades.
- Enhanced requirement for landscape buffer along North Precinct Line Road.
- Enhanced requirement for landscaping adjacent to retail buildings.
- Enhanced requirement for landscaping in parking areas.
- Enhanced requirement for uniform monument signs.

DEVELOPMENT SCHEDULE:

- Platting and Site Plan Approval will commence immediately upon zoning approval.
- Storage building permit will occur approximately 120 days following zoning approval.
- Storage completion will occur approximately 14 months following zoning approval.
- Market demand will determine retail pad site development.

PROPOSED OWNERSHIP:

The storage project will be owned by a single asset limited liability company managed and controlled by Advantage Self Storage Advisors, LLC, a Texas limited liability company owned by Rick Jones and Davis Deadman.

ECONOMIC INFORMATION:

The proposed project will provide the following positive economic impact:

- Property tax valuation will likely increase from the current level of \$357,550 to approximately \$7,500,000 upon completion of the facility. The increase in property value will provide approximately \$167,000 in additional tax revenue, most of which stays in the local community via the city, school system and county.

Statement of Planning Objectives

- The configuration of the proposed site is strategically conceived to promote retail and commercial development on the pad-depth property remaining in front of the facility. The current 6-acre parcel of which the storage facility is a portion is 545' deep. This is a size and depth that is awkward for small to mid-size business who would typically locate on this mid-block commercial corridor and does not promote development. The site plan provides remaining retail parcels with +/- 250' depth, near ideal for small business and pad-site development. The property owner is understandably very hesitant to sell front parcels currently because of the limited use and marketability of the back portion of the land. With the storage development taking mainly the back portion, front parcels will likely be quickly developed placing the entire six acres into economic production.
- The storage facility will provide limited sales tax revenue via the sale of packing and moving supplies.
- The storage facility will have approximately 2-3 employees.

Kindest Regards,



Rick Jones

Attachment: Draft PD Ordinance

[illegible]

DATE	ISSUED BY/ISSUED DATE	1
2/9	NO. 1000000	10
SYSTEMS		

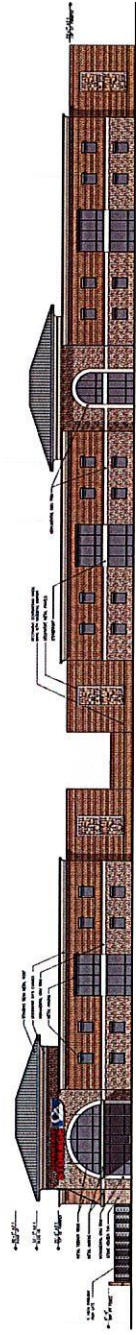
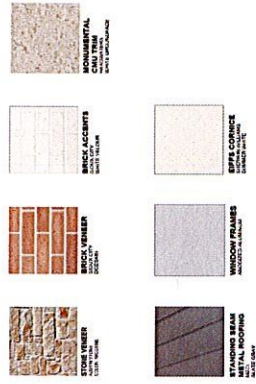
Advantage Storage - Colleyville

PROJECT NUMBER
1735

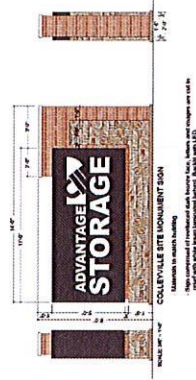
DATE
11.20.17

SHEET NUMBER
SUP-1

exterior elevations; REVISED 09.25.18

WEST (PRECINCT LINE ROAD) ELEVATION
54.2, 17.8, 1.2'

NORHT ELEVATION
SCALE: 1/4" = 1'-0"

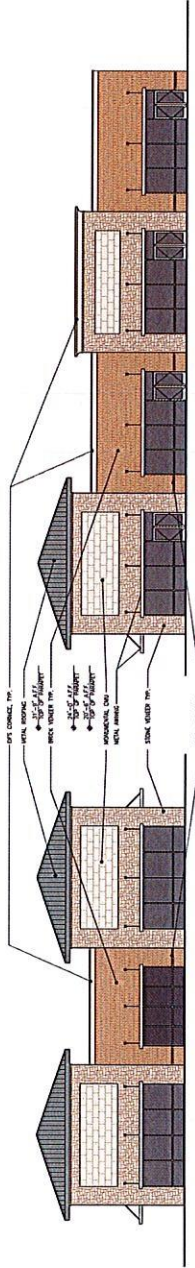


SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

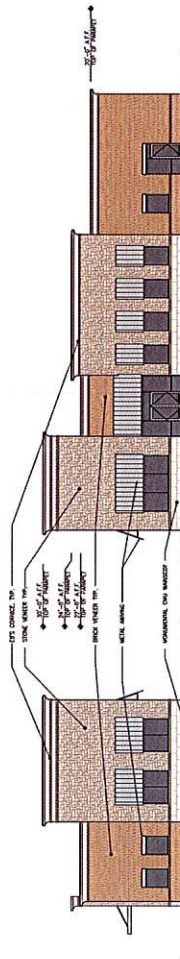


EAST (BACK) ELEVATION
SCALE: 1/16" = 1'-0"





WEST (PRECINCT LINE ROAD) ELEVATION
 SCALE: 1" = 10'-0"
 RIGHT SIDE ELEVATION
 SCALE: 1" = 10'-0"
 TRACT 2, LOT B CONCEPT ELEVATIONS

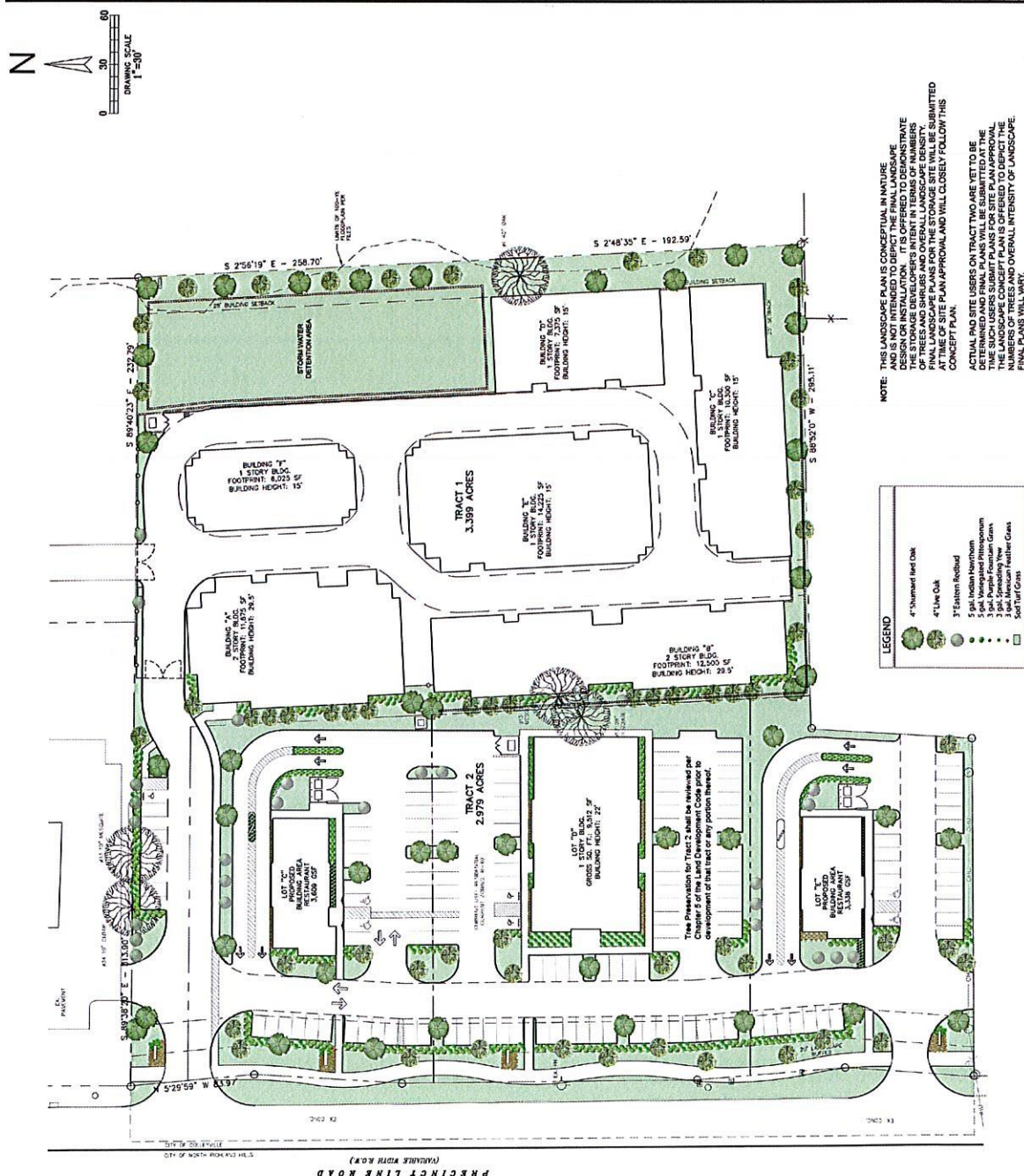


WEST (PRECINCT LINE ROAD) ELEVATION
 SCALE: 1" = 10'-0"
 RIGHT SIDE ELEVATION
 SCALE: 1" = 10'-0"
 TRACT 2, LOT C CONCEPT ELEVATIONS

NOTE:
 The Concept Elevations shown are
 solely intended as examples of how
 the envisioned architectural language
 of the development may be executed.
 They are not intended to be used as
 submitted for review and approval at
 such time when the property is
 developed.



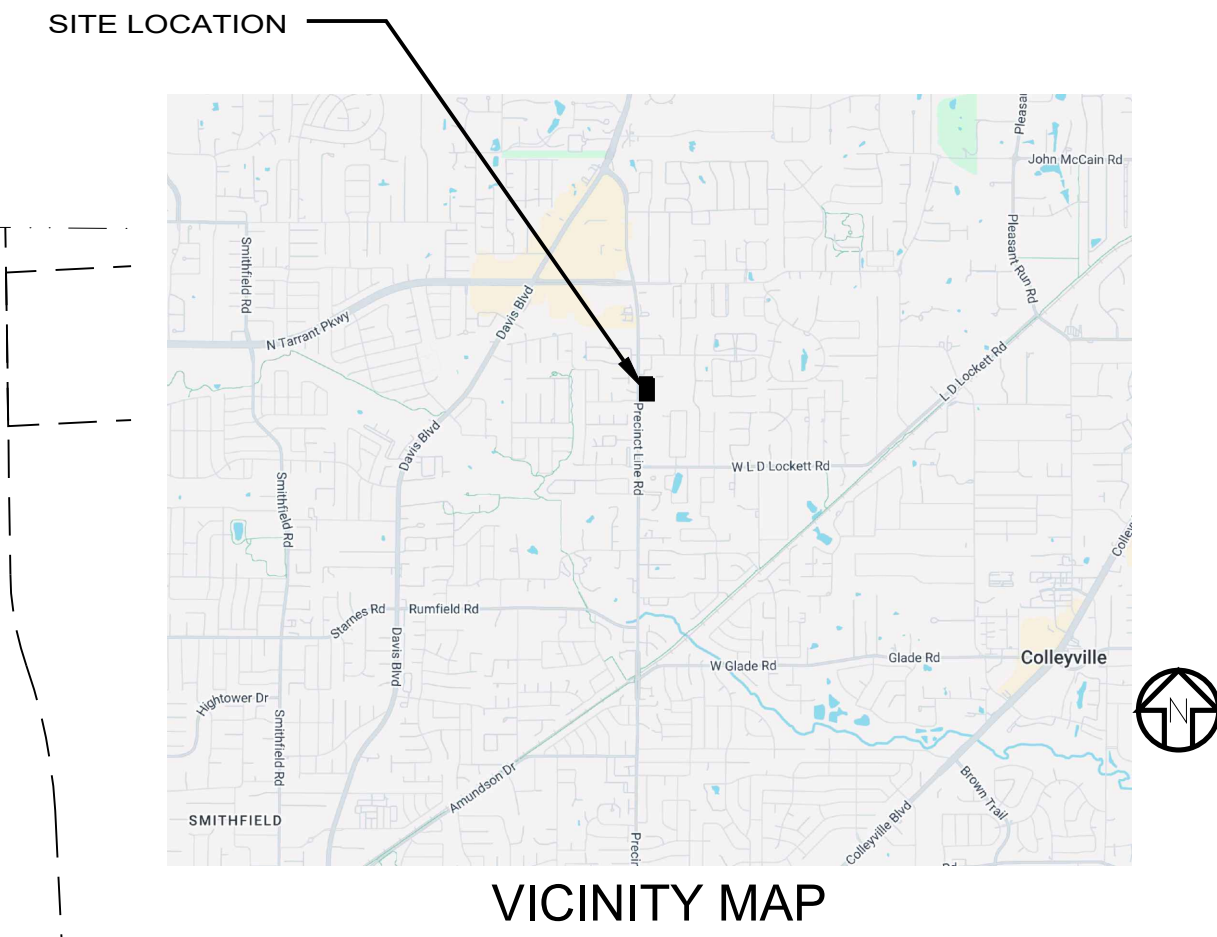
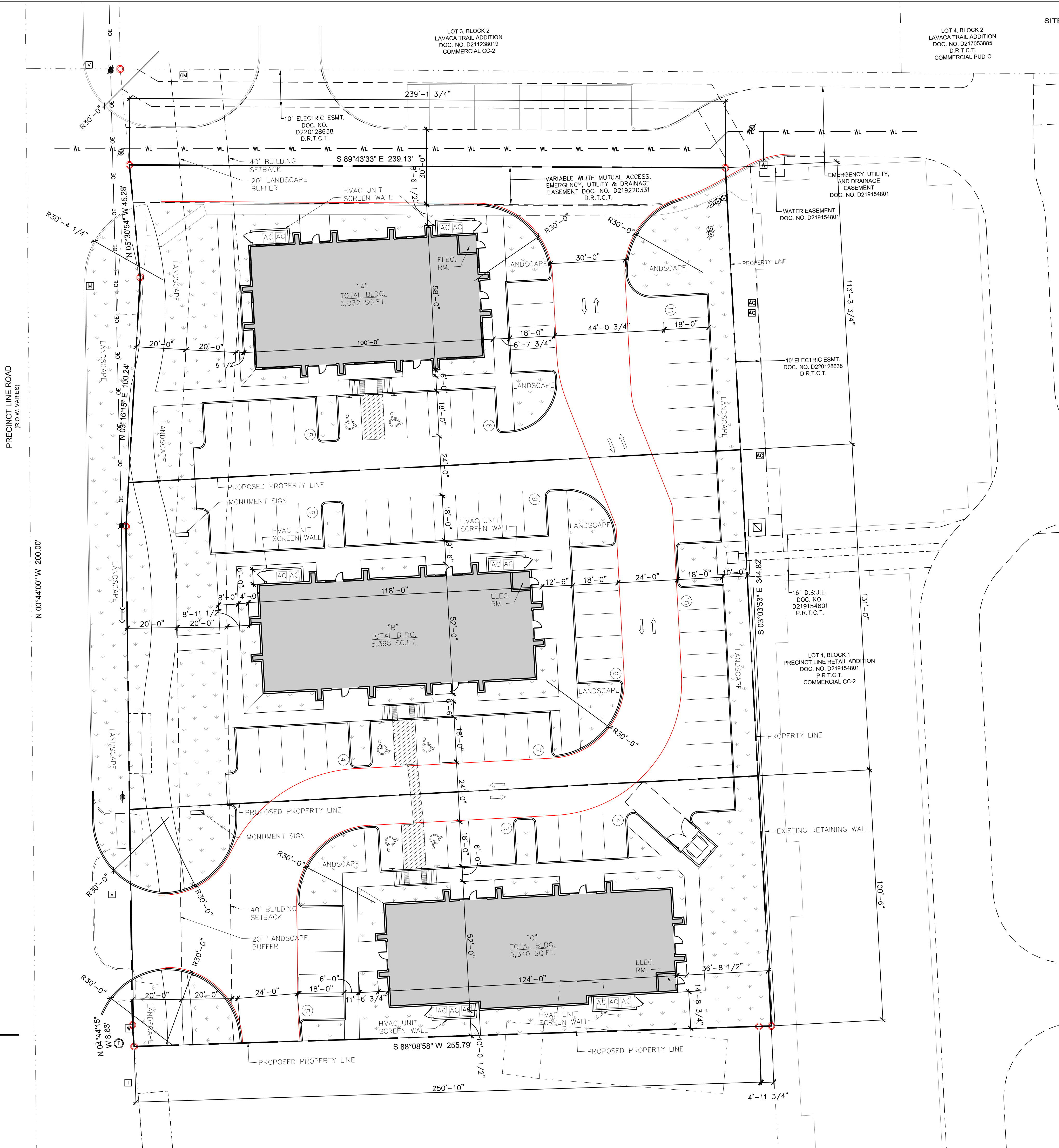
		CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS
		±6.38 ACRES OF R. H. McEWING AND W. C. NEWTON SURVEYS
		8060 PRECINCT LINE ROAD
		CONCEPTUAL LANDSCAPE PLAN
PLOT DATE 09/06/18		
DRAWING SCALE 1" = 30'		
PROJECT NUMBER		
SHEET NUMBER		



NOTE: THE LANDSCAPE PLAN IS CONCEPTUAL IN NATURE AND IS NOT INTENDED TO DEPICT THE FINAL LANDSCAPE DESIGN OR INSTALLATION. IT IS OFFERED TO DEMONSTRATE THE STORAGE DEVELOPERS' INTENT IN TERMS OF NUMBERS AND TYPES OF STORAGE. THE LANDSCAPE PLAN FOR THE FINAL LANDSCAPE PLANS FOR THE STORAGE SITE WILL BE SUBMITTED AT THE TIME OF SITE PLAN APPROVAL AND WILL CLOSELY FOLLOW THIS CONCEPT PLAN.

ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM R-10 TO PUD-C.

1 SITE PLAN
SCALE: 1" = 20'-0"



SITE DATA	
ZONED:	PUD-C PLANNED UNIT DEVELOPMENT COMMERCIAL
PROPOSED USE:	OFFICE
TOTAL APPROXIMATE LAND SIZE:	86,478 SQ. FT. / 1.985 ACRES
BUILDING GROSS SQ. FT.:	(1) 5,032 SQ. FT. + (1) 5,368 + (1) 5,340 SQ. FT.
PARKING CALCULATIONS:	5 SPACES PER 1,000 SQ. FT. 79 SPACES
PARKING PROVIDED:	82 SPACES
BUILDING "A" GROSS AREA:	5,032 S.F./5.81% OF TOTAL AREA
BUILDING "B" GROSS AREA:	5,368 S.F./6.21% OF TOTAL AREA
BUILDING "C" GROSS AREA:	5,340 S.F./6.18% OF TOTAL AREA
DRIVE LANE, PARKING AND FLATWORK AREA:	48,915 S.F./56.56% OF TOTAL AREA
OPEN SPACE:	21,823 S.F./25.24% OF TOTAL AREA
PROPOSED LOT "A" SIZE:	28,884 SQ. FT. / 0.663 ACRES
PROPOSED LOT "C" SIZE:	32,712 SQ. FT. / 0.751 ACRES
PROPOSED LOT "B" SIZE:	24,883 SQ. FT. / 0.571 ACRES

NOTE:
ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM CURRENT PD ZONING
ORDINANCE O-18-2065 TO AMENDED PD

PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION



7608 Benbrook Parkway
Benbrook, Texas 76126
(817) 737-9922
www.franzarchitects.com

PROFESSIONAL OFFICE PARK
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

Revisions:

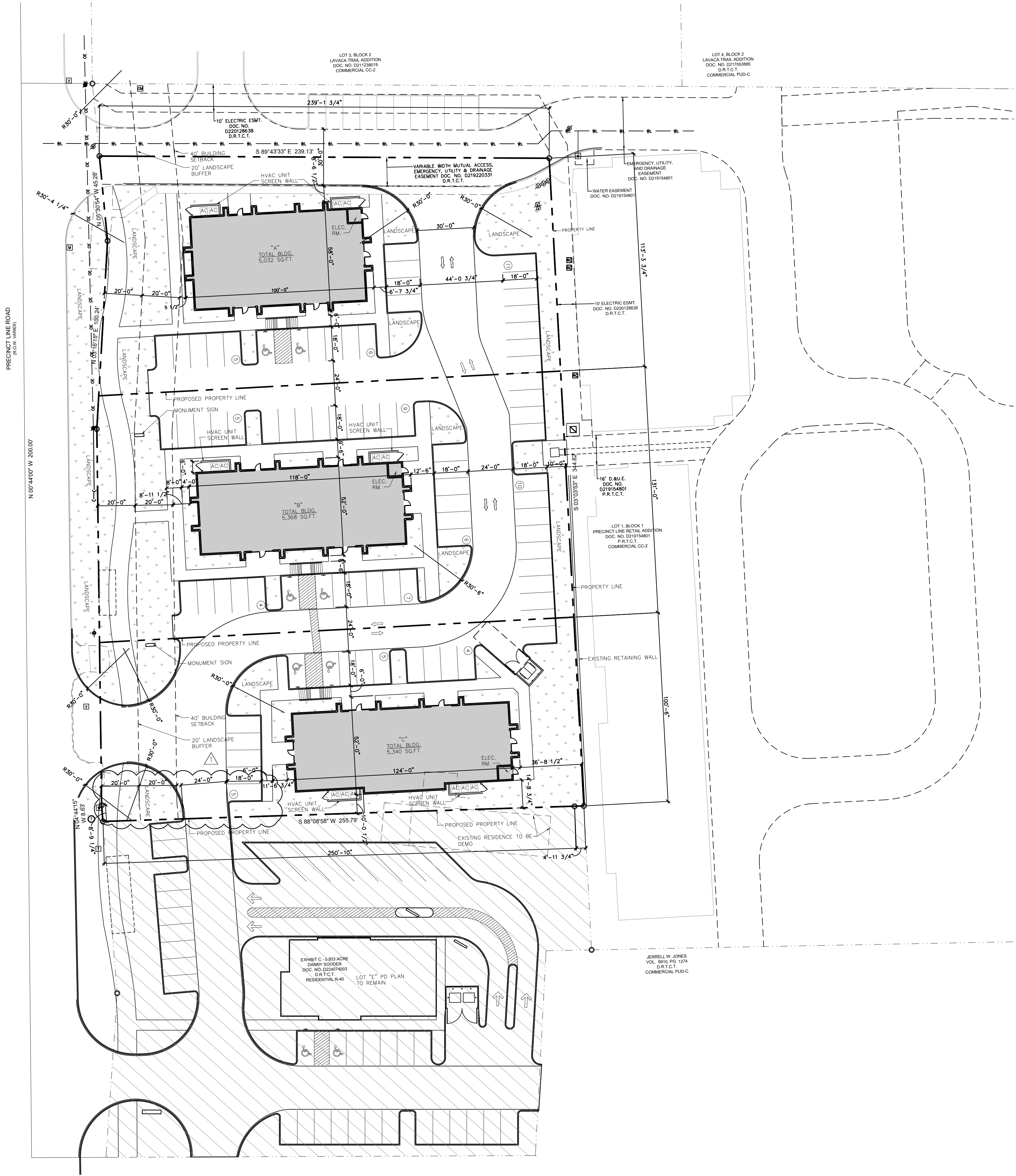
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Project No:	24260
Date:	11/19/24
Drawn By:	PR
Checked By:	TI

SHEET

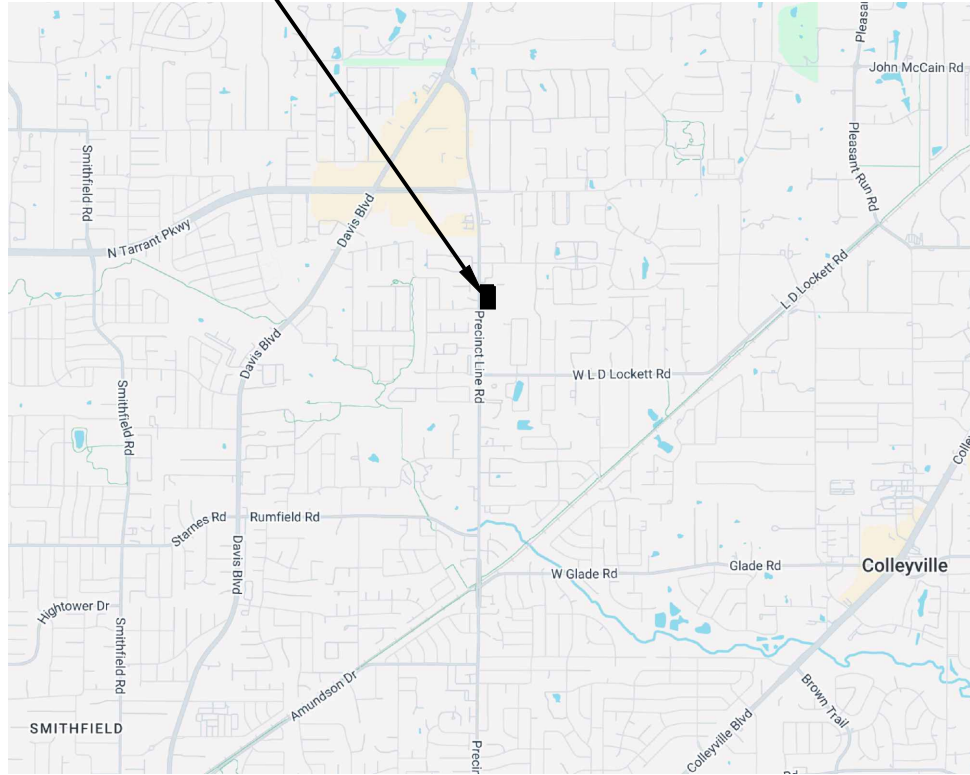
A0.1
SITE PLAN



1 SITE PLAN
SCALE: 1" = 30'-0"



SITE LOCATION



VICINITY MAP

SITE DATA	
ZONED:	PUD-C PLANNED UNIT DEVELOPMENT COMMERCIAL
PROPOSED USE:	OFFICE
TOTAL APPROXIMATE LAND SIZE:	86,478 SQ. FT. / 1.985 ACRES
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PROPOSED LOT "B" SIZE:	24,883 SQ. FT. / 0.571 ACRES

NOTE:
ZONING EXHIBIT FOR ZONING CHANGE
REQUEST FROM CURRENT PD ZONING
ORDINANCE O-18-2065 TO AMENDED PD

PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION



7608 Benbrook Parkway
Benbrook, Texas 76126
(817) 737-9922
www.Franzarchitects.com

PROFESSIONAL OFFICE PARK
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

Revisions: REVISION 1/ 01.27.2024 / BY PR / CITY COMMENTS

File Name: 24260--A0.1
Project No: 24260
Date: 11/19/24
Drawn By: PR
Checked By: TI

SHEET

A0.1
SITE PLAN

ELEVATION MATERIAL CALCULATIONS – BUILDING A														
ELEVATION MATERIAL SUMMARY ALL ELEVATIONS			NORTH			EAST			SOUTH			WEST		
TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.
GROSS WALL AREA	100 %	4,060 SQ.FT.	GROSS WALL AREA	100 %	1,275 SQ.FT.	GROSS WALL AREA	100 %	758 SQ.FT.	GROSS WALL AREA	100 %	1,275 SQ.FT.	GROSS WALL AREA	100 %	752 SQ.FT.
DOOR / WINDOW AREA	23%	918 SQ.FT.	DOOR / WINDOW AREA	18%	229 SQ.FT.	DOOR / WINDOW AREA	25%	191 SQ.FT.	DOOR / WINDOW AREA	27%	341 SQ.FT.	DOOR / WINDOW AREA	21%	157 SQ.FT.
NET WALL AREA	100%	3,142 SQ.FT.	NET WALL AREA	100%	1,046 SQ.FT.	NET WALL AREA	100%	567 SQ.FT.	NET WALL AREA	100%	934 SQ.FT.	NET WALL AREA	100%	595 SQ.FT.
NATURAL STONE	63%	1,976 SQ.FT.	NATURAL STONE	62%	645 SQ.FT.	NATURAL STONE	60%	339 SQ.FT.	NATURAL STONE	62%	576 SQ.FT.	NATURAL STONE	70%	416 SQ.FT.
CEMENT STUCCO 1	27%	857 SQ.FT.	CEMENT STUCCO 1	30%	316 SQ.FT.	CEMENT STUCCO 1	31%	174 SQ.FT.	CEMENT STUCCO 1	27%	250 SQ.FT.	CEMENT STUCCO 1	20%	117 SQ.FT.
CEMENT STUCCO 2	8%	242 SQ.FT.	CEMENT STUCCO 2	6%	62 SQ.FT.	CEMENT STUCCO 2	8%	44 SQ.FT.	CEMENT STUCCO 2	10%	89 SQ.FT.	CEMENT STUCCO 2	8%	47 SQ.FT.
EIFS BAND	2%	67 SQ.FT.	EIFS BAND	2%	23 SQ.FT.	EIFS BAND	2%	10 SQ.FT.	EIFS BAND	2.0%	19 SQ.FT.	EIFS BAND	3%	15 SQ.FT.



EXTERIOR FINISH LEGEND			
NATURAL STONE	CEMENT STUCCO 1	CEMENT STUCCO 2	EIFS BAND

1 BUILDING A - WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDING A - SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION



PROFESSIONAL OFFICE PARK
BUILDING A
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

Revisions:

File Name: 24260 - A2.0
Project No: 24260
Date: 11/19/24
Drawn By: PR
Checked By: TI

SHEET

A2.0
EXTERIOR
ELEVATIONS



1 BUILDING A - EAST ELEVATION

SCALE: 3/16" = 1'-0"



2 BUILDING A - NORTH ELEVATION

SCALE: 3/16" = 1'-0"

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FRANZ
architects

7608 Benbrook Parkway
Benbrook, Texas 76126
(817) 737-9922
www.Franzarchitects.com

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BUILDING A
TBD PRECINCT LN RD
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Revisions:

File Name: 24260 - A2.0
Project No: 24260
Date: 11/19/24
Drawn By: PR
Checked By: TI

SHEET

A2.1
EXTERIOR
ELEVATIONS



1 BUILDING A - SOUTHWEST PERSPECTIVE



2 BUILDING A - NORTHEAST PERSPECTIVE

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PROFESSIONAL OFFICE PARK
BUILDING A
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COLLEYVILLE, TEXAS 76034

Revisions:				

File Name: 24260 - A2.0	Project No: 24260	Date: 11/19/24	Drawn By: PR	Checked By: TI
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SHEET

A2.2

PERSPECTIVE
VIEW

ELEVATION MATERIAL CALCULATIONS – BUILDING B														
ELEVATION MATERIAL SUMMARY ALL ELEVATIONS			NORTH			EAST			SOUTH			WEST		
TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.
GROSS WALL AREA	100%	4,269 SQ.FT.	GROSS WALL AREA	100%	1,453 SQ.FT.	GROSS WALL AREA	100%	682 SQ.FT.	GROSS WALL AREA	100%	1,453 SQ.FT.	GROSS WALL AREA	100%	681 SQ.FT.
DOOR / WINDOW AREA	23%	965 SQ.FT.	DOOR / WINDOW AREA	23%	341 SQ.FT.	DOOR / WINDOW AREA	23%	156 SQ.FT.	DOOR / WINDOW AREA	23%	341 SQ.FT.	DOOR / WINDOW AREA	19%	127 SQ.FT.
NET WALL AREA	100%	3,304 SQ.FT.	NET WALL AREA	100%	1,112 SQ.FT.	NET WALL AREA	100%	526 SQ.FT.	NET WALL AREA	100%	1,112 SQ.FT.	NET WALL AREA	100%	554 SQ.FT.
NATURAL STONE	59%	1,957 SQ.FT.	NATURAL STONE	56%	625 SQ.FT.	NATURAL STONE	60%	315 SQ.FT.	NATURAL STONE	56%	625 SQ.FT.	NATURAL STONE	71%	392 SQ.FT.
CEMENT STUCCO 1	31%	1,026 SQ.FT.	CEMENT STUCCO 1	34%	373 SQ.FT.	CEMENT STUCCO 1	32%	169 SQ.FT.	CEMENT STUCCO 1	34%	373 SQ.FT.	CEMENT STUCCO 1	20%	111 SQ.FT.
CEMENT STUCCO 2	8%	250 SQ.FT.	CEMENT STUCCO 2	8%	89 SQ.FT.	CEMENT STUCCO 2	6%	34 SQ.FT.	CEMENT STUCCO 2	8%	89 SQ.FT.	CEMENT STUCCO 2	7%	38 SQ.FT.
EIFS BAND	2%	71 SQ.FT.	EIFS BAND	2%	25 SQ.FT.	EIFS BAND	2%	8 SQ.FT.	EIFS BAND	2%	25 SQ.FT.	EIFS BAND	2%	13 SQ.FT.

EXTERIOR FINISH LEGEND			
NATURAL STONE	CEMENT STUCCO 1	CEMENT STUCCO 2	EIFS BAND
			



1 BUILDING B - WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDING B - SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

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PROFESSIONAL OFFICE PARK
BUILDING B
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

Revisions:

File Name: 24260 - A3.0
Project No: 24260
Date: 11/19/24
Drawn By: PR
Checked By: TI

SHEET

A3.0
EXTERIOR
ELEVATIONS



1 BUILDING B - EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDING B - NORTH ELEVATION
SCALE: 3/16" = 1'-0"

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BUILDING B
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Revisions:

File Name: 24260 - A3.0
Project No: 24260
Date: 11/19/24
Drawn By: PR
Checked By: TI

SHEET

A3.1
EXTERIOR
ELEVATIONS



1 BUILDING B - SOUTHWEST PERSPECTIVE



2 BUILDING B - NORTHEAST PERSPECTIVE

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CONSTRUCTION



PROFESSIONAL OFFICE PARK
BUILDING B
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

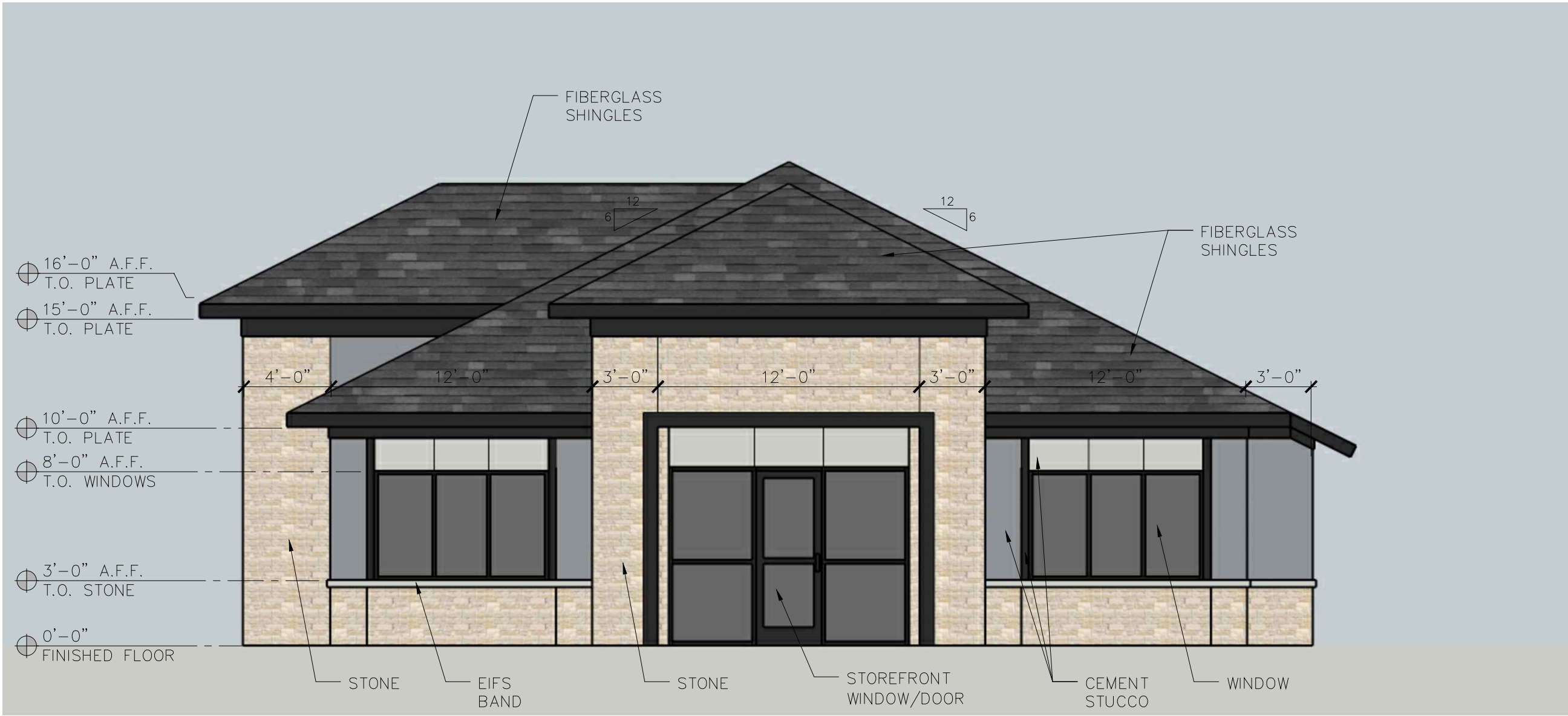
Revisions:

File Name:	24260 - A3.0
Project No:	24260
Date:	11/19/24
Drawn By:	PR
Checked By:	TI

SHEET
A3.2
PERSPECTIVE
VIEW

ELEVATION MATERIAL CALCULATIONS – BUILDING C														
ELEVATION MATERIAL SUMMARY ALL ELEVATIONS			NORTH			EAST			SOUTH			WEST		
TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.	TYPE	%	SQ.FT.
GROSS WALL AREA	100%	3,930 SQ.FT.	GROSS WALL AREA	100%	1,479 SQ.FT.	GROSS WALL AREA	100%	608 SQ.FT.	GROSS WALL AREA	100%	1,235 SQ.FT.	GROSS WALL AREA	100%	608 SQ.FT.
DOOR / WINDOW AREA	20%	784 SQ.FT.	DOOR / WINDOW AREA	23%	340 SQ.FT.	DOOR / WINDOW AREA	25%	151 SQ.FT.	DOOR / WINDOW AREA	10%	123 SQ.FT.	DOOR / WINDOW AREA	28%	170 SQ.FT.
NET WALL AREA	100%	3,146 SQ.FT.	NET WALL AREA	100%	1,139 SQ.FT.	NET WALL AREA	100%	457 SQ.FT.	NET WALL AREA	100%	1,112 SQ.FT.	NET WALL AREA	100%	438 SQ.FT.
NATURAL STONE	49%	1,556 SQ.FT.	NATURAL STONE	53%	605 SQ.FT.	NATURAL STONE	57%	259 SQ.FT.	NATURAL STONE	38%	425 SQ.FT.	NATURAL STONE	61%	267 SQ.FT.
CEMENT STUCCO 1	42%	1,312 SQ.FT.	CEMENT STUCCO 1	37%	418 SQ.FT.	CEMENT STUCCO 1	35%	158 SQ.FT.	CEMENT STUCCO 1	56%	618 SQ.FT.	CEMENT STUCCO 1	27%	118 SQ.FT.
CEMENT STUCCO 2	6%	195 SQ.FT.	CEMENT STUCCO 2	8%	89 SQ.FT.	CEMENT STUCCO 2	7%	32 SQ.FT.	CEMENT STUCCO 2	3%	30 SQ.FT.	CEMENT STUCCO 2	10%	44 SQ.FT.
EIFS BAND	3%	83 SQ.FT.	EIFS BAND	2%	27 SQ.FT.	EIFS BAND	2%	8 SQ.FT.	EIFS BAND	4%	39 SQ.FT.	EIFS BAND	2%	9 SQ.FT.

EXTERIOR FINISH LEGEND			
NATURAL STONE	CEMENT STUCCO 1	CEMENT STUCCO 2	EIFS BAND
			



1 BUILDING C - WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDING C - NORTH ELEVATION
SCALE: 3/16" = 1'-0"

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CONSTRUCTION



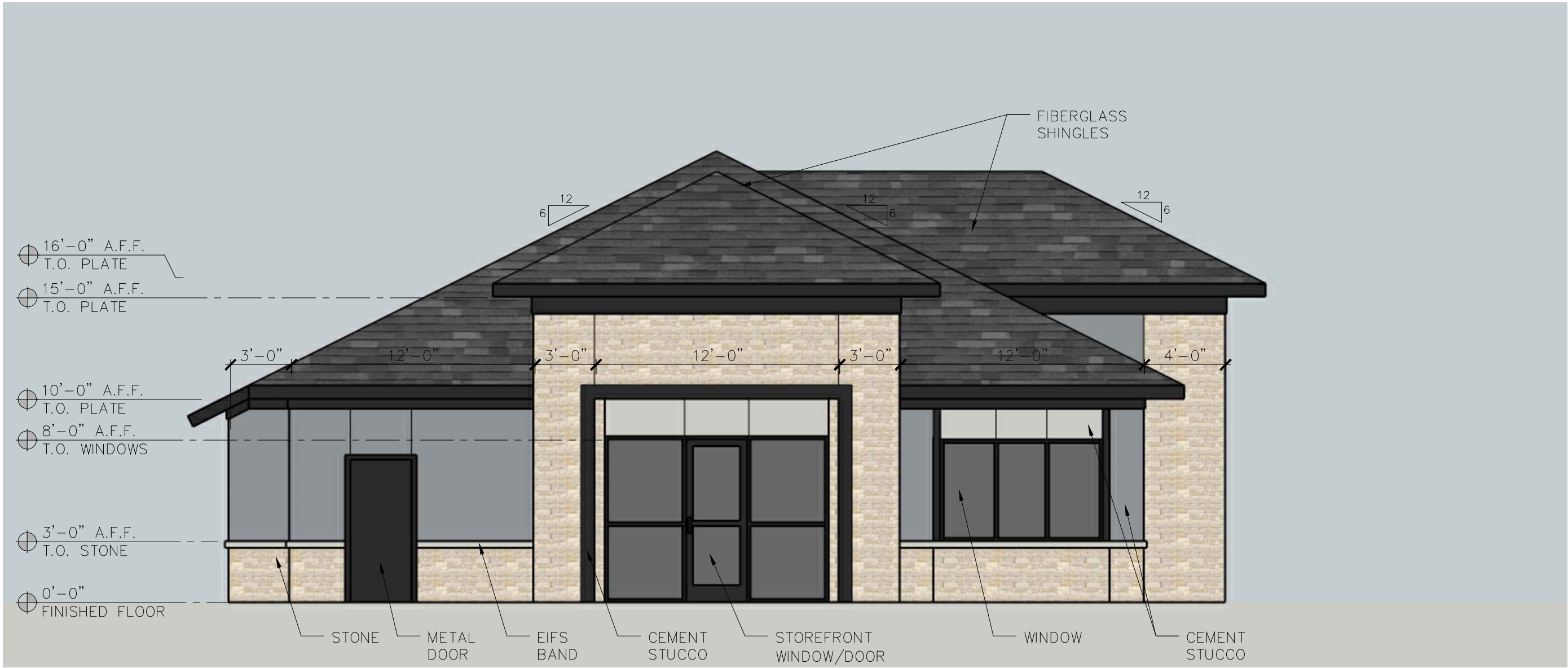
PROFESSIONAL OFFICE PARK
BUILDING C
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

Revisions:

File Name: 24260 - A4.0
Project No: 24260
Date: 11/19/24
Drawn By: PR
Checked By: TI

SHEET

A4.0
EXTERIOR
ELEVATIONS



1 BUILDING C - EAST ELEVATION

SCALE: 3/16" = 1'-0"



2 BUILDING C - SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



1 BUILDING C - NORTHEAST PERSPECTIVE



2 BUILDING C - SOUTHWEST PERSPECTIVE

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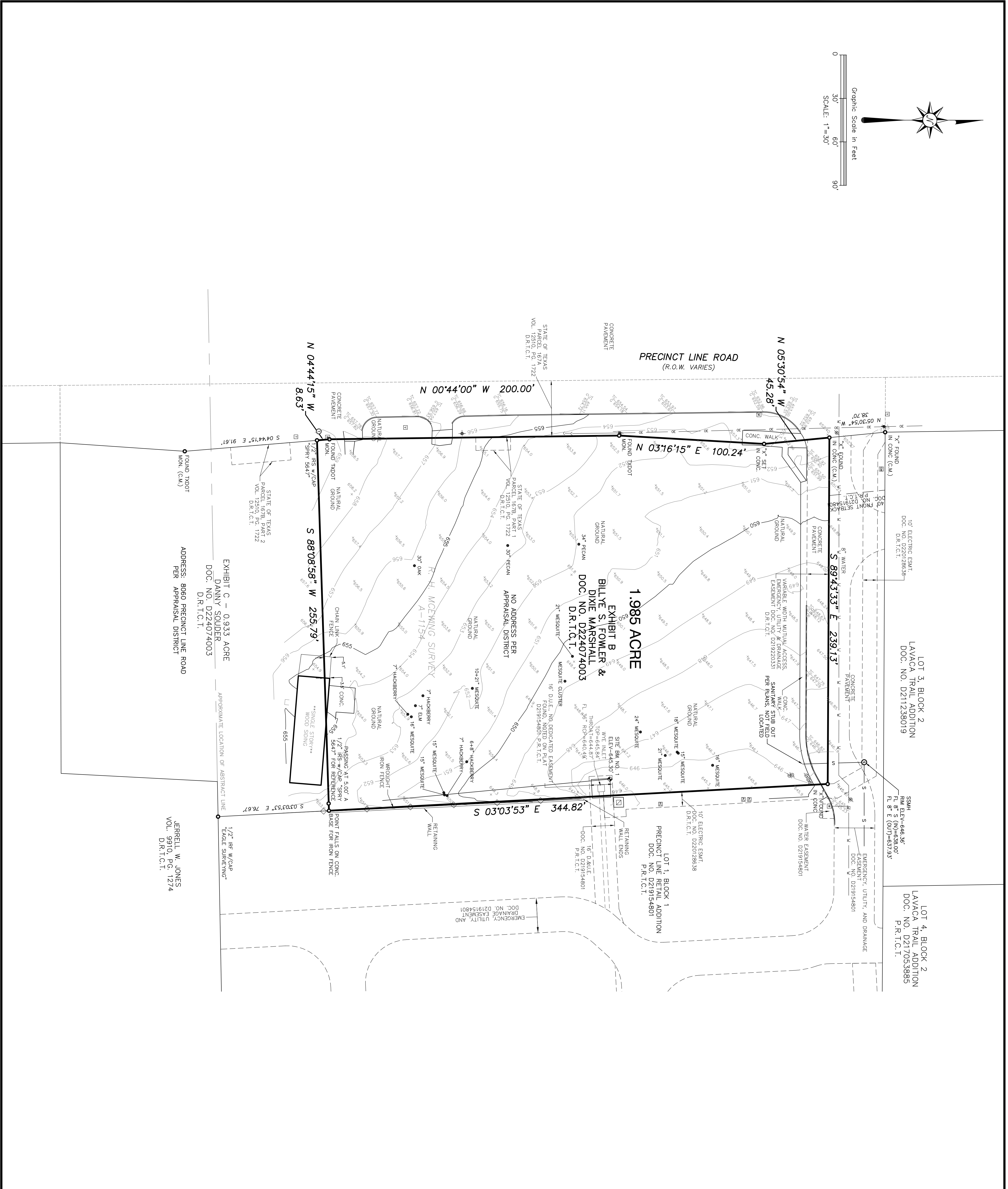


PROFESSIONAL OFFICE PARK
BUILDING C
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

Revisions:

File Name: 24260 - A4.0	Project No: 24260	Date: 11/19/24	Drawn By: PR	Checked By: TBD
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SHEET
A4.2
PERSPECTIVE
VIEW



BENCHMARKS

SITE BENCHMARK NO. 1: "Y" SET IN CONCRETE ON THE NORTHWEST CORNER OF A BRATE INLET ALONG EAST SIDE OF SURVEYED TRACT, AND AS SHOWN ON THIS SURVEY.

ELEVATION = 645.30'

NOTES

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. All easements and building lines shown hereon per the recorded plot of Lot 1, Block 1, Precinct Line Retail Addition, recorded in Document Number D219154801 P.R.T.C.T. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.
2. All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone.
3. Underground utilities shown on this survey are shown based on available public construction plans provided by client and/or field ties to existing surface features. There may exist additional underground utilities not shown on the survey, e.g., telephone lines and conduits, electrical lines and conduits, cable lines, electric power lines and conduits, gas lines and conduits, sewer lines and conduits, etc. The surveyor, in providing this survey, is not responsible for the design of the survey or for the construction of the survey. The surveyor is hereby instructed to call DIG TESS One-Call Notification Center at 1-800-344-8377 for verification of existing utilities in any area of excavation or boring alignments prior to any construction start.
4. The Surveyor has not physically located any underground utilities and/or improvements which may be located under or near the subject property.
5. According to the Flood Insurance Rate Map No. 48439C0085K, published by the Federal Emergency Management Agency, dated September 22, 2010, the subject property shown hereon does not lie within any special flood hazard area inundated by the 100-year flood.
6. On the issue date of this survey the surveyed property shown hereon is zoned CC-2 (Shopping Center) according to the City of Colleyville zoning ordinance maps. Refer to said zoning ordinance for minimum and maximum setback requirements.
7. Tree types shown hereon are to the best knowledge of the surveyor. Tree types have not been confirmed with a Licensed Landscape Architect and/or Arborist.
8. Building located along the south line of the surveyed tract shown hereon is to be demolished in late 2024.

ABBREVIATIONS

D.R.T.C.T. DEED RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T. PLAT RECORDS OF TARRANT COUNTY, TEXAS
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
C.M. CONTROLLING MONUMENT
I.R.F. IRON ROD FOUND
R.O.W. RIGHT-OF-WAY
U.E. UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
CONC. CONCRETE

LEGEND

- BOUNDARY CORNER
- SITE BENCHMARK
- ⬇ WYE INLET
- ⬇ FIRE HYDRANT
- ⬇ WATER VALVE
- ⬇ WATER METER
- ⬇ IRRIGATION CONTROL VALVE
- ⬇ POWER POLE
- GUY WIRE
- ☐ TRANSFORMER
- ☐ AIR CONDITIONER
- ☐ GAS METER
- ⬆ GAS VENT PIPE
- COMMUNICATION MANHOLE
- ☐ COMMUNICATION PEDESTAL
- ☐ COMMUNICATION VAULT
- ☐ MAIL BOX
- SANITARY SEWER MANHOLE

LINE TYPES

- UNDERGROUND WATER LINE
- OVERHEAD UTILITY LINE
- CHAIN LINK FENCE
- WROUGHT IRON FENCE
- S — UNDERGROUND SANITARY SEWER

REVISION NOTES

DATE	ADDED SSMH NEAR NORTHEAST CORNER
11-8-24	

SPRY SURVEYORS

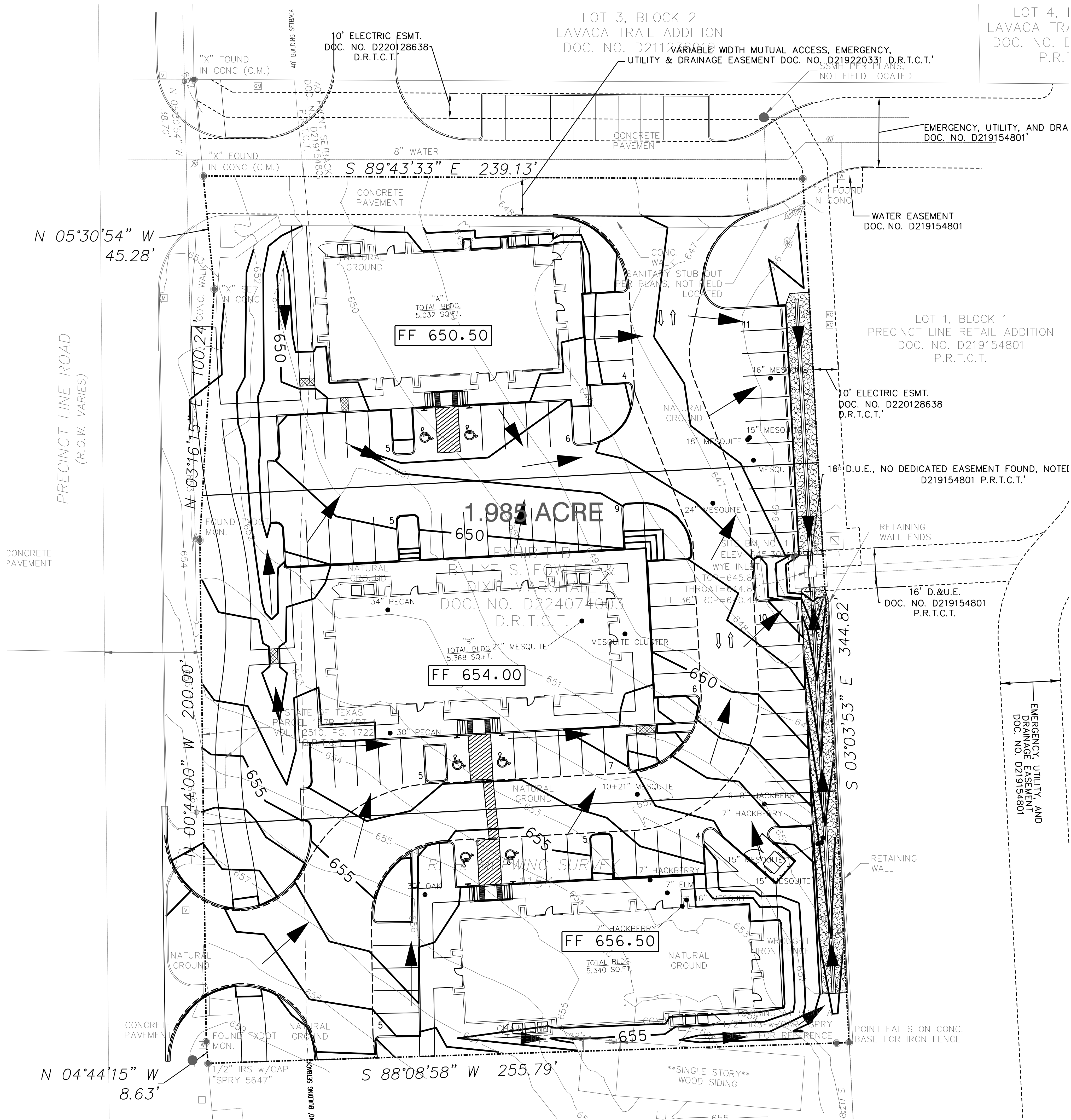
8241 Mid-Cities Blvd., Suite 102 • North Richland Hills, TX 76182
Ph: 817-776-4049 • Fax: 817-776-4049 • spry@sprysurveyors.com • www.sprysurveyors.com

TOPOGRAPHIC SURVEY

1.985 ACRES

IN THE R. H. MCEWING SURVEY, A-1154
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

POST-DEVELOPED SITE DRAINAGE DATA (CITY OF COLLEYVILLE DRAINAGE CRITERIA)										
MARK	AREA (ACRE)	C	Tc (MIN.)	I _s (IN/HR)	I ₀ (IN/HR)	I ₁₀₀ (IN/HR)	Q _s (CFS)	Q ₀ (CFS)	Q ₁₀₀ (CFS)	COMMENTS
OS1	1.07	0.85	10	5.74	6.51	9.24	5.2	5.9	8.4	TO CONC. PILOT CHANNEL (TO 4' Y-INLET)
OS2	1.63	0.85	10	5.74	6.51	9.24	8.0	9.0	12.8	TO CONC. PILOT CHANNEL (TO 4' Y-INLET)
OS1+OS2	2.70	0.85	10	5.74	6.51	9.24	13.2	14.9	21.2	TOTAL TO 4' Y-INLET



BENCHMARKS

SITE BENCHMARK NO. 1: "X" SET IN CONCRETE, ON THE NORTHWEST CORNER OF A GRATE INLET ALONG EAST SIDE OF SURVEYED TRACT, AND AS SHOWN ON THIS SURVEY.

ELEVATION = 645.30'

!! FINAL GRADING NOTE !!

FINISHED GRADES SHOWN HEREON REPRESENT TOP OF PAVING, TOP OF SOD AND/OR LANDSCAPING, UNLESS NOTED OTHERWISE.

UNDER NO CIRCUMSTANCES SHALL SOD OR LANDSCAPING BE PLACED ABOVE THE BRICK LEDGE. FINAL GRADE SHALL ENSURE POSITIVE FLOW AWAY FROM THE BUILDING AND OTHER STRUCTURES.

!!!IMPORTANT!!!

CONTOURS REPRESENT FINISHED GRADES. ALL PAVING SHALL BE EXCAVATED TO SUBGRADE PER TYPICAL PAVING SECTIONS (SEE DETAILS).

!!! CRITICAL !!!

LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE BASED ON PUBLIC RECORDS. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION.

SITE GRADING LEGEND

FF = FINISHED FLOOR
TP = TOP PAVEMENT
TI = TOP INLET
TG = TOP GRATE INLET
TC = TOP CURB
GT = GUTTER
FG = FINISHED GRADE
TW = TOP WALL
BW = BOTTOM WALL
FL = FLOW LINE
→ FLOW DIRECTION

— 609 — EXISTING ELEVATION CONTOUR
— 609 — PROPOSED ELEVATION CONTOUR

TREE PROTECTION -

PLACE ORANGE VINYL FENCING ALONG TREE CANOPY/D RIP LINE*

*GRADING AROUND PROTECTED TREES SHALL BE LIMITED TO OUTSIDE OF TREE PROTECTION - NO GRADING INSIDE OF PROTECTIVE FENCING

CONSTRUCTION NOTES:

AREAS DISTURBED BY CONSTRUCTION WILL BE FULLY SODDED WITH NATIVE BERMUDA GRASS OR HYDROMULCHED AS DIRECTED BY ENGINEER.

ALL CONCRETE INTERFACES AND CHANGES IN CONCRETE THICKNESS WILL HAVE AN EXPANSION JOINT FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS PROVIDED.

ALL SIDEWALKS SHALL CONFORM TO A.D.A. REQUIREMENTS.

ALL SIDEWALKS SHALL BE BACKFILLED TO FINISHED GRADE SO AS NOT TO IMPEDE DRAINAGE.

ALL EXISTING/NEW CONCRETE INTERFACES SHALL BE PROVIDED WITH DOWELED EXPANSION JOINT CONSISTING OF PRE-MOLDED EXPANSION JOINT MATERIAL AND SEALANT.

MATCH ALL WATER METERS, SANITARY SEWER CLEANDUTS, ETC. WITH FINISHED GRADE

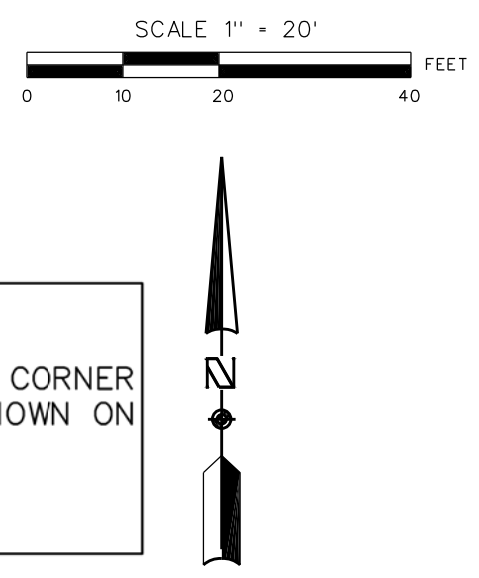
! CONTRACTOR NOTICE !

ALL SIDEWALKS, AND PAVED AREAS, REQUIRING ADA ACCESS SHALL BE CONSTRUCTED WITH 5% (MAX.) SLOPE AND 2.0% (MAX.) CROSS SLOPE IN ORDER TO ENSURE A.D.A. ACCESS TO ALL ENTRANCES. IF ANY GRADES AND/OR CONTOURS SHOWN ON THIS PLAN CONFLICT WITH THESE PARAMETERS, THE CONTRACTOR SHALL REPORT SUCH DISCREPANCIES (IN WRITING) FOR RECONCILIATION BEFORE CONSTRUCTION COMMENCES.

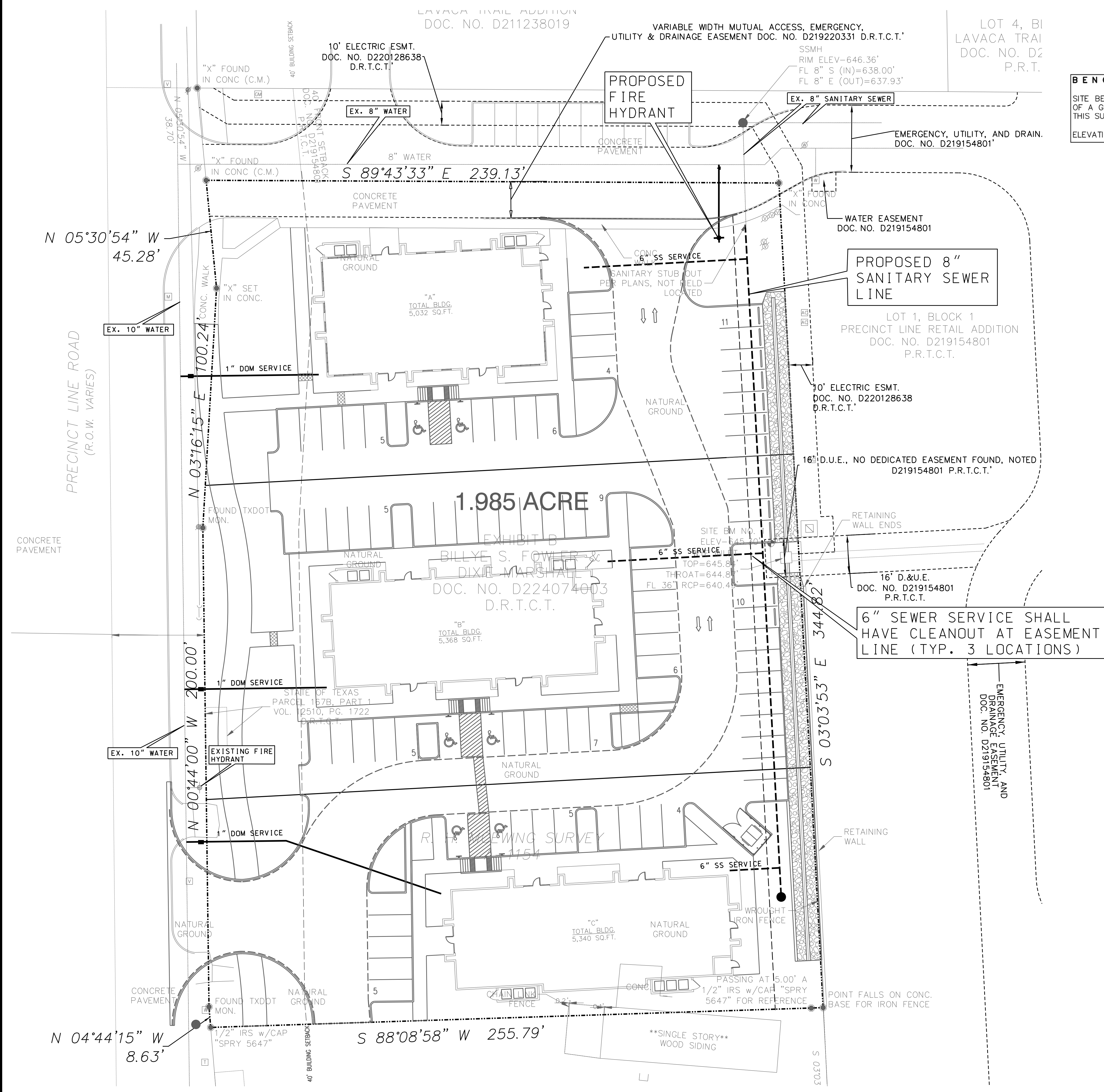
ROUGH GRADING SHALL BE WITHIN 0.1 FT + OR - OF FINISHED GRADES SHOWN. UNDER PAVEMENT AND/OR BUILDING FINISHED FLOORS, FINISHED GRADES SHALL BE CONSTRUCTED TO THE TOP OF SUBGRADE. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ADA ACCESSIBILITY TO ALL DRIVEWAYS, ETC. IF ANY GRADES AS SHOWN ON THE PLANS CONFLICT WITH TAS/ADA ACCESSIBILITY GUIDELINES, THE DISCREPANCIES SHALL BE REPORTED IMMEDIATELY, IN WRITING, TO THE ENGINEER FOR RECONCILIATION.

GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, CLEARING AND REMOVAL OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES THAT MAY CONFLICT WITH PROPOSED LAYOUT.
- THE TOP FOUR (4") INCHES OF TOP SOIL SHALL BE REMOVED FROM SITE AND STOCKPILED FOR LANDSCAPE USE. ALL CUT OR FILL SLOPES TO BE 3H:1V OR FLATTER UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO THE ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO, TRENCH BACKFILL, SIDE SLOPES, FENCES, IRRIGATION SYSTEMS, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS, ROADWAYS, ETC.
- ALL FILL AND STABILIZATION PROCEDURES SHALL BE PER GEOTECHNICAL REPORT. AT MINIMUM, SELECT FILL SHALL BE PLACED IN 6" LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. FIELD DENSITY TESTS SHALL BE PERFORMED BY GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE. ALL COSTS FOR TESTING SHALL BE BORNE BY THE CONTRACTOR.
- DRAINAGE SHALL NOT BE DIRECTED TOWARD THE BUILDING PAD. PROVIDE A MINIMUM OF 1% SLOPE AROUND BUILDING PAD.
- SEE PAVING PLAN FOR CONCRETE SPECIFICATIONS AND LAYOUT.
- CONTRACTOR SHALL FURNISH ALL CONSTRUCTION STAKING.
- ALL PARKING LOT PAVING SHALL BE REINFORCED PER PAVING PLAN.
- ANY PUBLIC SIDEWALKS SHALL BE CONSTRUCTED PER CITY STANDARDS.
- CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL T.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.



NO.	REVISION	DATE	DESIGNED	DRAWN	CHECKED	DATE
028-122			K.M.H.	K.M.H.	K.M.H.	



BENCHMARKS

SITE BENCHMARK NO. 1: "X" SET IN CONCRETE, ON THE NORTHWEST CORNER OF A GRATE INLET ALONG EAST SIDE OF SURVEYED TRACT, AND AS SHOWN ON THIS SURVEY.

ELEVATION = 645.30'

***NOTE:** CONTRACTOR SHALL PROVIDE ADAPTERS AS REQUIRED TO CONNECT TO PLUMBING COMING OUT OF BUILDINGS.

UTILITY RELOCATION NOTE:

IF ANY EXISTING UTILITY POLES, POWER POLES, GUY WIRES, TELEPHONE UTILITIES, ETC. ARE FOUND TO BE IN CONFLICT WITH THESE CONSTRUCTION PLANS, THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANY AND COORDINATE THE RELOCATION OF ANY AND/OR ALL SUCH UTILITIES (NO SPECIAL PAY).

ALL EXCAVATION, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS", VOL. 29, SUB PART P, PG. 128-137, AND ANY AMENDMENTS THERETO.

!!! CRITICAL !!!

LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE BASED ON PUBLIC RECORDS. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION.

GENERAL NOTES FOR WATER IMPROVEMENTS

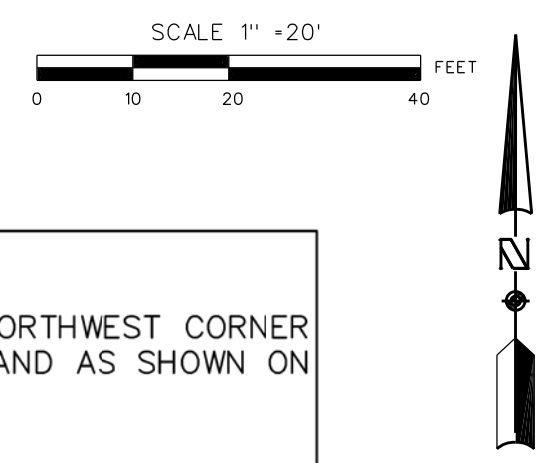
- ALL WATER LINES SHALL BE PVC PIPE CONFORMING TO AWWA STANDARD C900 DR-18 OR POLYETHYLENE (PE) PRESSURE PIPE AWWA C-906 DR 9 (200 PSI) PIPE COLOR CODED BLUE OUTSIDE FOR WATER LINE. WITH NSF SEAL. PRESSURE TESTED AND DISINFECTED IN ACCORDANCE WITH THE NCTCOG STD. SPECS. WATER MAINS TO HAVE A MINIMUM OF 48" COVER TO TOP OF PIPE AS MEASURED FROM THE TOP OF PIPE TO THE EXISTING GROUND OR PROPOSED FINISHED GRADE, WHICHEVER IS GREATER. SERVICE LINE CONNECTORS SHALL BE COMPRESSION-TYPE WITH STAINLESS STEEL TUBE LINERS.
- ALL WATER METERS SHALL BE INSTALLED BY CITY PERSONNEL.
- ALL WATER LINES TO BE ENCASED IN SAND, UNLESS SPECIFIED OTHERWISE AND DETAILED. BACKFILL SHALL BE SELECT MATERIAL COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- ALL SERVICES TO METER TO BE 1" DIAMETER, TYPE K COPPER AS SPECIFIED IN ASTM B88 UNLESS NOTED OTHERWISE.
- UTILITY CONTRACTOR TO FURNISH AND INSTALL WATER METER BOXES AFTER THE PAVING CONTRACTOR HAS BEEN COMPLETED.
- ALL FIRE HYDRANT ASSEMBLIES TO BE EQUIPPED WITH A 6" GATE VALVE AND BOX. ALL VALVES AND FIRE HYDRANTS TO BE PER CITY SPECIFICATIONS.
- ANY WATER VALVES LOCATED WITHIN PAVEMENT AREAS SHALL BE ADJUSTED TO FINAL GRADE BY THE PAVING CONTRACTOR.
- ALL PROPOSED WATER LINES ARE TO BE LOCATED AS SHOWN ON THE PLANS.
- WATER LINES WILL BE INSTALLED AS SHOWN ON THE PLANS. HOWEVER, FIELD ADJUSTMENTS APPROVED BY THE INSPECTOR OR ENGINEER MAY BE MADE TO LESSEN DAMAGE TO THE ROAD PAVEMENT OR WHEN OTHER UTILITY LOCATIONS, TREES, OR STRUCTURES WARRANT SUCH AN ADJUSTMENT.
- ALL WATER LINES AND APPURTENANCES SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THESE PLANS, THE RULES, REGULATIONS, POLICIES AND PROCEDURES OF THE CITY OF COLLEYVILLE AND SUBMITTED TO CONSTRUCTION MANAGER FOR APPROVAL.
- ALL PVC PIPE AND APPURTENANCES (FITTINGS, VALVES, NIPPLES, ETC.) 3" DIA. AND SMALLER SHALL BE CONSTRUCTED AS SHOWN.

GENERAL NOTES FOR SANITARY SEWER

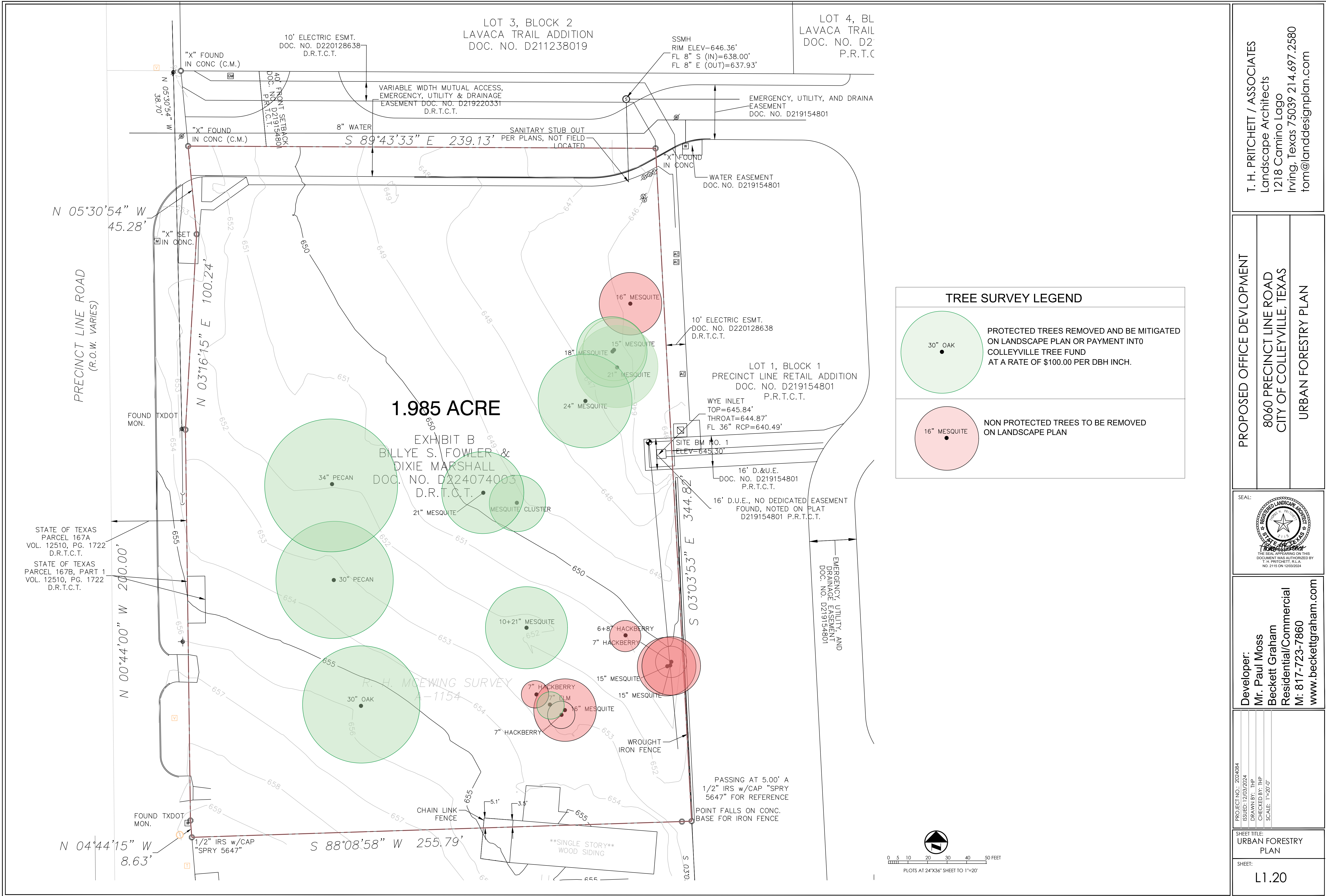
- ALL PROPOSED SANITARY SEWER PIPE SHALL BE PVC SDR-35.
- WHEN A PROPOSED SEWER LINE CROSSES AN EXISTING WATER LINE, THE CONTRACTOR SHALL INSTALL ONE 20 FOOT JOINT OF DR-18 (C-900) ON THE SEWER LINE, CENTERED ON THE WATER LINE, USING SDR-26 TO C-900 ADAPTORS. NO SPECIAL PAY WILL BE PERMITTED FOR THIS ITEM.
- ALL PROPOSED SEWER LINES ARE TO BE LOCATED AS SHOWN ON THE PLANS. ALL LINES LOCATED WITHIN AREAS OF PAVEMENT SHALL HAVE THE TOP 8" OF BACKFILL REPLACED WITH CRUSHED STONE INCLUDING SERVICES.
- ALL SEWER LINES SHALL BE INSTALLED PER CITY OF COLLEYVILLE STANDARDS.
- ALL WATER MAIN CLEARANCE FOR PARALLEL SANITARY SEWER MAIN SHALL BE A MINIMUM SEPARATION OF 3 FEET VERTICAL AND 9 FEET HORIZONTAL. PROPER SEPARATION OF UTILITIES MUST BE MAINTAINED PER TCEO REGULATIONS.

GENERAL NOTES FOR STORM SEWER

- RCP SHALL ONLY BE USED UNDERNEATH PAVEMENT AND CITY STREETS. WHEN USED RCP SHALL BE PER ASTM C-76 CLASS III UNLESS NOTED OTHERWISE.

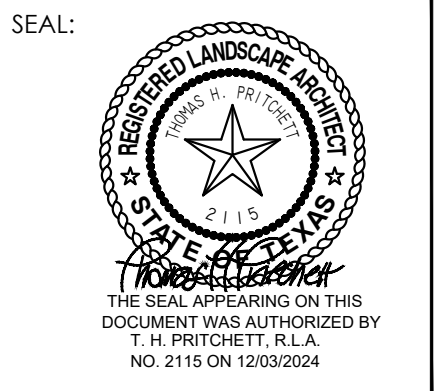


NO.	REVISION	DATE	BY	DATE	DESIGNED	K.M.H.	DRAWN	K.M.H.	CHECKED	K.M.H.	TEXAS FIRM REG. NO.
028-122											F-5250



T. H. PRITCHETT / ASSOCIATES
Landscape Architects
1218 Camino Lago
Irving, Texas 75039 214.697.2580
tom@landdesignplan.com

PROPOSED OFFICE DEVELOPMENT
8060 PRECINCT LINE ROAD
CITY OF COLLEYVILLE, TEXAS
URBAN FORESTRY PLAN



Developer:
Mr. Paul Moss
Beckett Graham
Residential/Commercial
M: 817-723-7860
www.beckettgraham.com

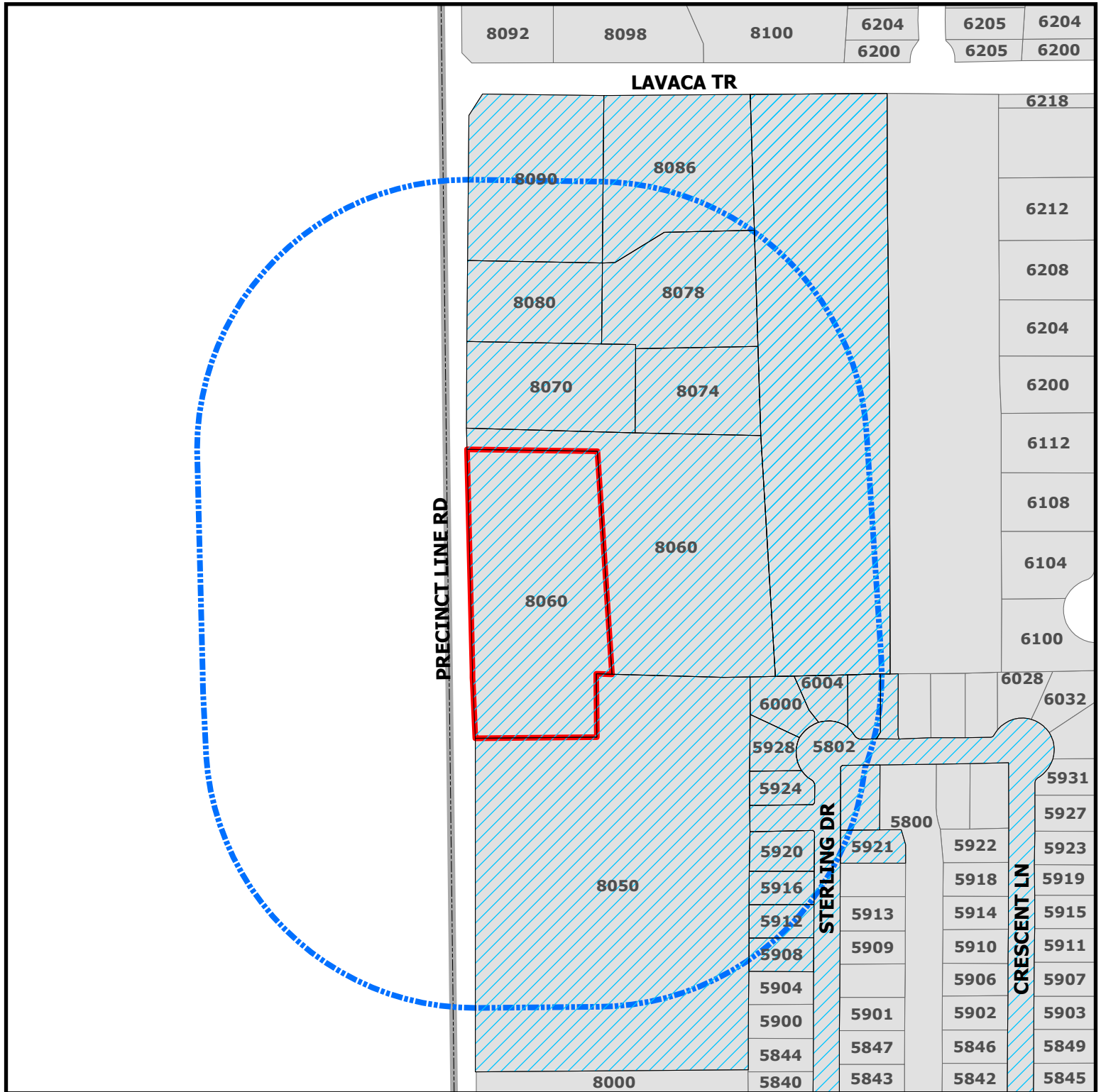
PROJECT NO.: 2024084
ISSUED: 12/03/2024
DRAWN BY: THP
CHECKED BY: THP
SCALE: 1"=50'-0"

SHEET TITLE:
URBAN FORESTRY
PLAN

SHEET:
L1.20

L1.10

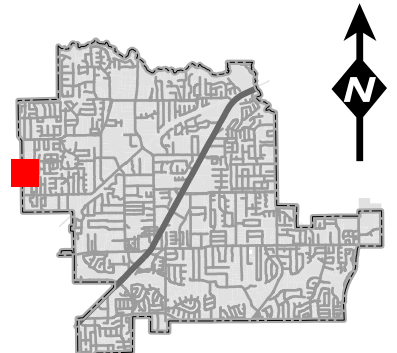
Notification Map



ZC24-027

8060 Precinct Line Road

-  Parcels to be notified
-  Buffer
-  Subject Property



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



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Addr»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, December 9, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, January 7, 2025 & Wednesday, January 22, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of an amendment to a Planned Unit Development – Commercial Ordinance to allow for office and medical office buildings, being Tract 1, Abstract 1154, R H McEwing Survey. The request is to allow for a new three building development to have medical office and office uses, rather than the required retail and restaurant uses.

Zoning Case: ZC24-027

Applicant: Paul Moss

Owner: Billye S Fowler

Location: 8060 Precinct Line Road

Property Description: Tract 1, Abstract 1154, R H McEwing Survey

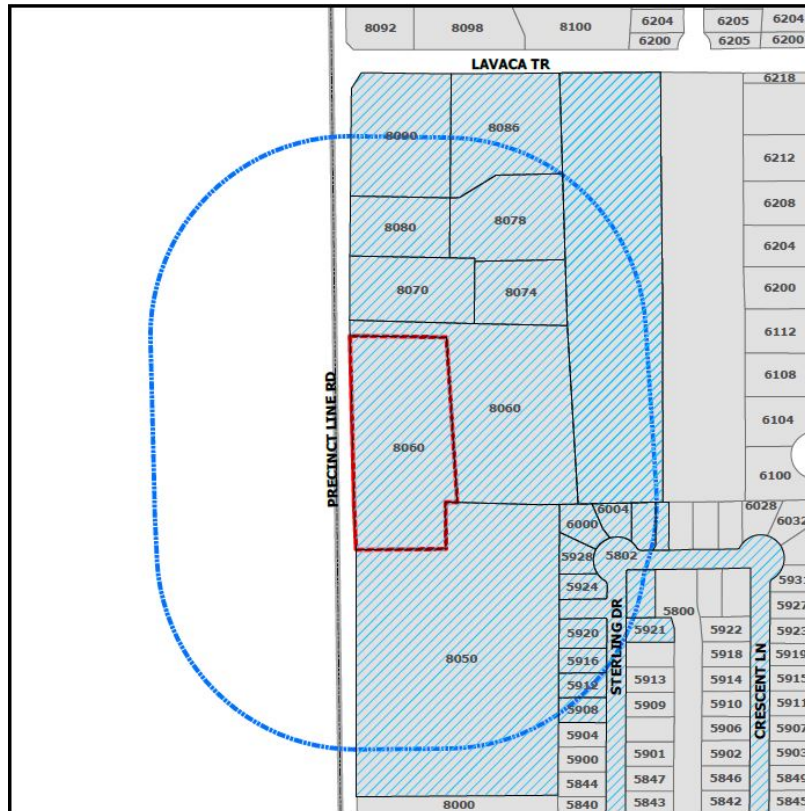
Present Zoning: PUD-C Planned Unit Development - Commercial

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

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

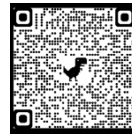
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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_Addr
MOREL, MICHAEL	5920 STERLING DR
PIETROBON, JOHN	5916 STERLING DR
MADDAH, SAMI FAYEZ	5912 STERLING DR
VU, DON C	5908 STERLING DR
SIMMONS, DAVID	5924 STERLING DR
KWUN, SUN T	5928 STERLING DR
BRADLEY, JUANYTA	6000 STERLING DR
CARRINGTON, WADE	6004 STERLING DR
GENE AND JUDY ASHLOCK REVOCABLE TRUST	6008 STERLING DR
TISSERA, SHIMAL A	5921 STERLING DR
MORI, JANA	6005 STERLING DR
EMERALD PARK H A INC	5802 CRESCENT LN
STANLEY, LARRY J EST	1101 LAVACA TR
LINLES PROPERTIES LTD	8090 PRECINCT LINE RD
SL2 SALON SUITES LLC	8080 PRECINCT LINE RD
TOV VENTURE LTD	8070 PRECINCT LINE RD
RAVENWOOD DEVELOPMENT LLC	8074 PRECINCT LINE RD
HPI SELF STORAGE COLLEYVILLE LLC	8060 PRECINCT LINE RD
FOWLER, BILLYE S	8060 PRECINCT LINE RD
WAY BELOW RETAIL LLC	8050 PRECINCT LINE RD
EMERALD PARK ADDITION -COLLEY	COURTESY NOTICE
LAVACA TRAIL ESTATES	COURTESY NOTICE
VILLAS OF COLLEYVILLE	COURTESY NOTICE
KELLER ISD	STATE REQUIRED
PAUL MOSS	APPLICANT

ORDINANCE O-25-2313

AMENDING ORDINANCE O-18-2065 CONDITIONS; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-18-2065 on November 18, 2018 to grant a rezoning request from the R-40 Single Family Residential district to the PUD-C Planned Unit Development – Commercial district on 6.378 acres on Tract 1, Abstract 1154, in the R H McEwing Survey, located at 8060 Precinct Line Road, under Case O-18-2065; and

WHEREAS, the applicant has requested an amendment to Ordinance O-18-2065 to amend Exhibit "B" as referenced in Section 1 to allow for office and medical office use; 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 changing the zoning on 6.378 acres on Tract 1, Abstract 1154, in the R H McEwing Survey, located at 8060 Precinct Line Road, by amending the existing Planned Unit Development-

Commercial Zoning district to allow for office and medical office use as depicted in the attached Exhibits "B" and "C".

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:

General

The following amendments to Ordinance O-18-2065 are hereby authorized:

- Exhibit "B" and "C" as referenced in Ordinance O-18-2065 is hereby amended to allow for office and medical office use attached as Exhibits "B" and "C" in this ordinance.
- The development shall consist of three (3) buildings to be used as retail, restaurant, office, or medical office use, and one (1) building to be used as a drive through restaurant as depicted in Exhibit "C".
- A reduction in masonry materials from 90% to 70% will be authorized by this ordinance for the office and medical office buildings only.

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 7th day of January 2025.

The second reading and public hearing being conducted on the 22nd day of January 2025.

APPROVED BY A VOTE OF __AYES,__NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

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 L. Wyatt
City Attorney

Exhibit "A"- Zoning Map

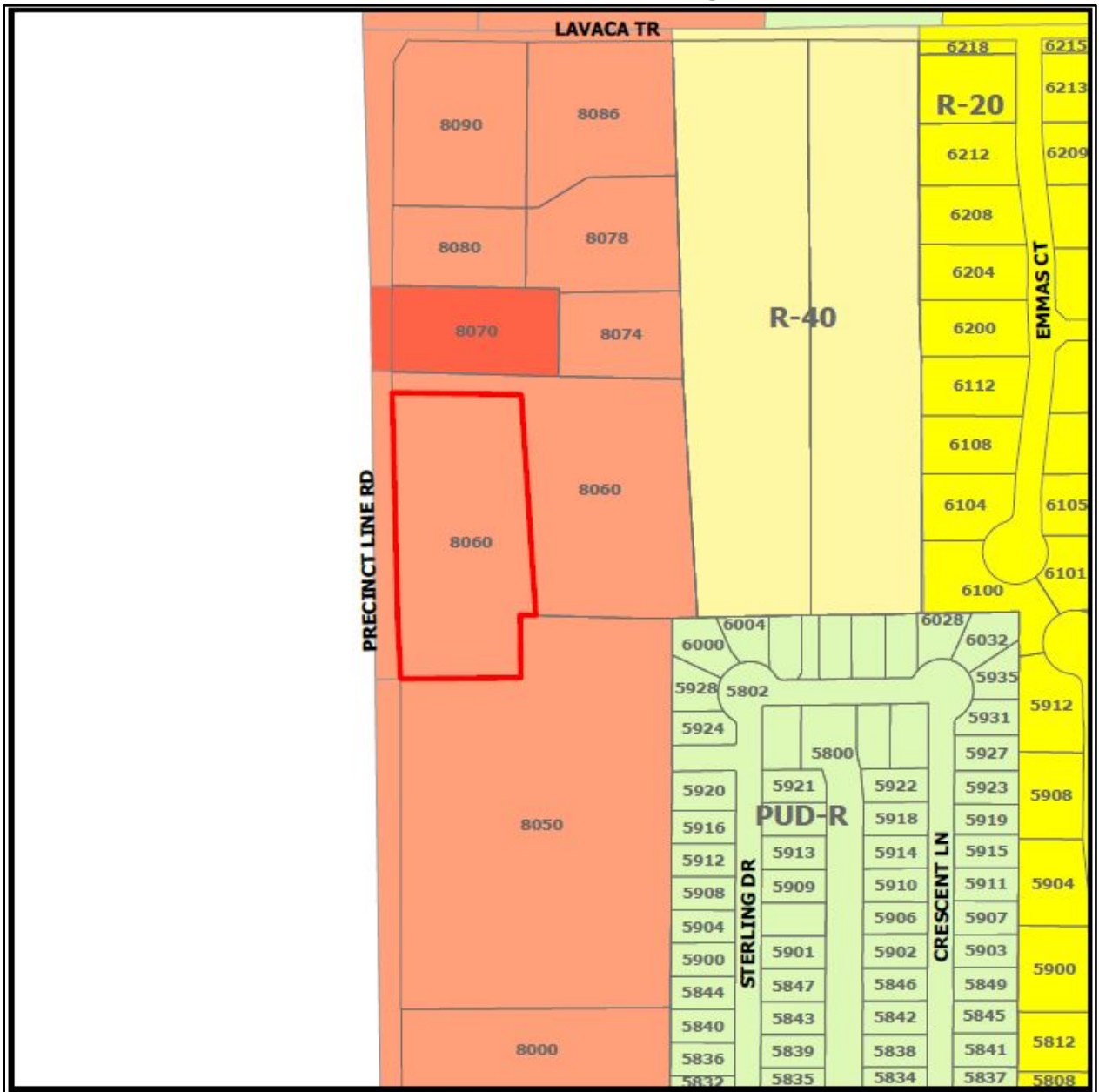


Exhibit “B”- Statement of Planning Objectives

TAK ENTERPRISES INC

8821 Davis Blvd., #220
Keller, Texas 76248
paul@marinabayhomes.net
817-431-5626

11/8/2024

City of Colleyville
Planning Dept.
100 Main Street
Colleyville, Texas 76034

Re: Proposed PD Amendment and Site Plan for 1.985 Acre Property

Dear Chris Pham

I am writing to provide details regarding the proposed amendment to the PD zoning ordinance O-18-2065 for the 1.985-acre property located at 8060 Precinct Line Rd. Currently, the PD site plan includes a restaurant of 3,609 square feet with 31 parking spaces and a professional office building of approximately 9,512 square feet with 79 parking spaces. Each building is planned to be situated on its own lot for ownership purposes, with each lot providing the required parking as specified by the zoning ordinance.

The proposed amendment, as outlined in this application, would modify the site plan to include three lots. Each lot would be designated for medical or professional office use. The proposed buildings are as follows:

- **Building A:** 5,032 square feet
- **Building B:** 5,368 square feet
- **Building C:** 5,340 square feet

A shared fire lane and access drive will connect the three lots. Parking will be provided based on the standard of 1 parking space per 200 square feet for medical or dental use, resulting in a total of 82 parking spaces. We plan to implement a shared parking agreement between the three lots.

The architectural materials proposed for the buildings will include native stone, cement stucco, aluminum storefront windows and doors, with pitched fiberglass shingle roofs in a hip style. Trim will consist of painted cement fiberboard.

Landscaping will meet or exceed the requirements of the current PD site plan. A serpentine city sidewalk will be installed along Precinct Line Road, and the landscape buffer along the road will exceed the 20-foot minimum requirement. The parking lot will be landscaped in accordance with city planning ordinances, and a 10-foot landscape buffer will be provided along the south and

east property lines. Maintenance of the landscaping will be managed by a Property Owners Association (POA), which will be established by our company.

To ensure aesthetic and functional quality, ground-mounted AC units will be screened with masonry walls, steel access gates, and landscaped features. Additionally, two monument signs will be installed along the Precinct Line Road landscape buffer.

Development of the property will occur in phases, starting with the northernmost lot. Once the first building is fully leased or occupied, development of the second lot will begin, followed by the third. The buildings may be leased to multiple tenants or sold to a single occupant.

Please do not hesitate to contact me with any questions or for further clarification regarding this proposal. We look forward to moving forward with this development and appreciate your consideration.

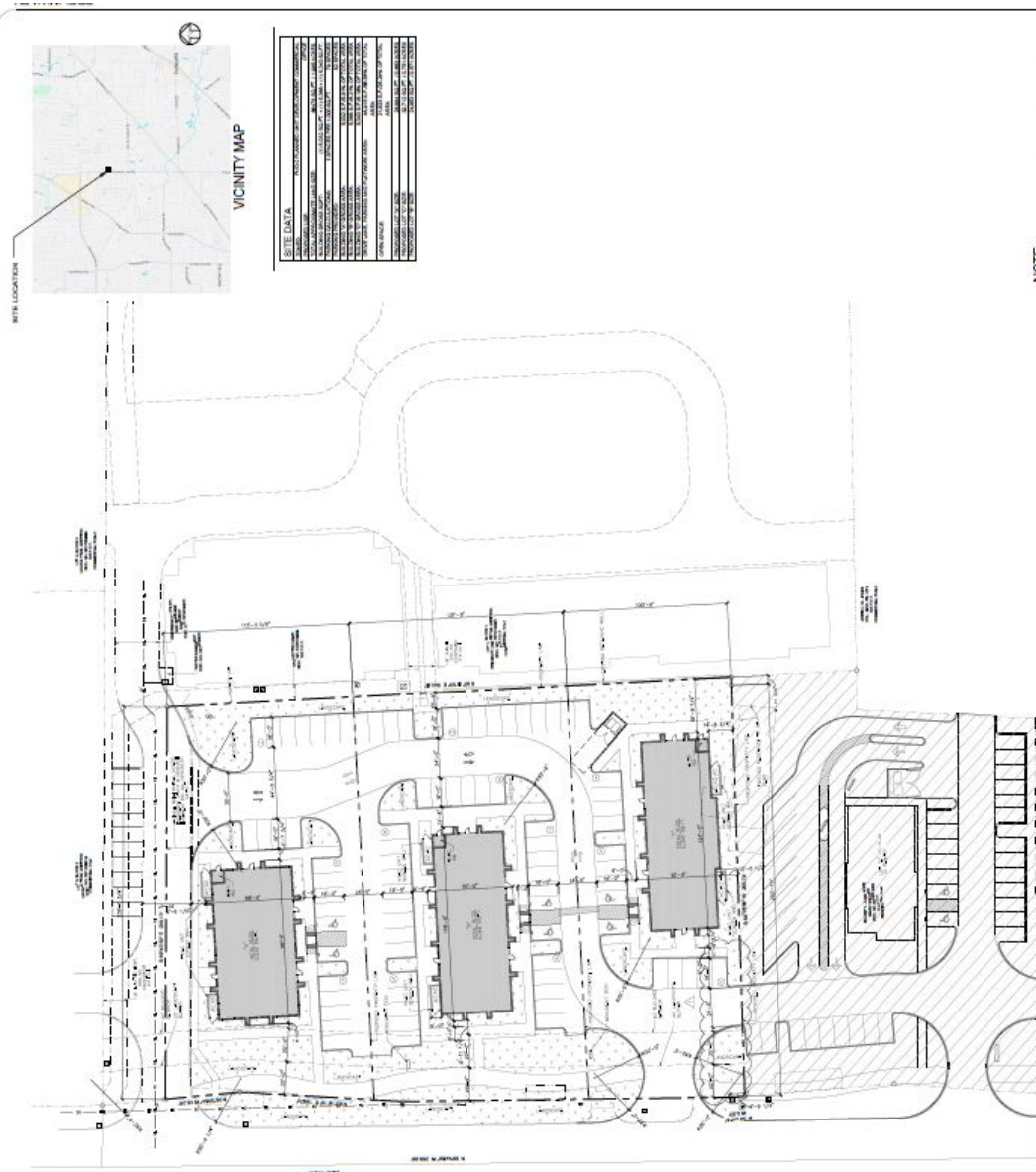
Sincerely,

Paul Moss

Paul Moss

PRELIMINARY





NOTE LOCATION



VICINITY MAP

SITE DATA	
PROJECT NAME	10,500 sq. ft. BUILDING
OWNER	10,500 sq. ft. BUILDING
DESIGNER	10,500 sq. ft. BUILDING
DATE	10,500 sq. ft. BUILDING
PROJECT NO.	10,500 sq. ft. BUILDING
LOT NO.	10,500 sq. ft. BUILDING
LOT AREA	10,500 sq. ft. BUILDING
LOT DIMENSIONS	10,500 sq. ft. BUILDING
LOT COVERAGE	10,500 sq. ft. BUILDING
LOT SETBACKS	10,500 sq. ft. BUILDING
LOT YIELD	10,500 sq. ft. BUILDING
LOT VALUE	10,500 sq. ft. BUILDING
LOT TAXES	10,500 sq. ft. BUILDING
LOT ZONING	10,500 sq. ft. BUILDING
LOT STATUS	10,500 sq. ft. BUILDING
LOT NOTES	10,500 sq. ft. BUILDING

[illegible]

EXTERIOR FINISH LEGEND			
			



**PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION**



**PROFESSIONAL OFFICE PARK
BUILDING A**
TBD PRECINCT LN RD
COLLEVILLE, TEXAS 76034

File Name: 242000-02.0
Project: N/A
Date: 11/16/20
Drawn By: me
Checked By: M

PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION



**PROFESSIONAL OFFICE PARK
BUILDING B**
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76004

Order No.	202001-001
Order Date	1/2/2020
Order Qty	1
Order Price	1.00



1 BUILDING B - EAST ELEVATION



2 BUILDING B - NORTH ELEVATION



1 BUILDING B - SOUTHWEST PERSPECTIVE



2 BUILDING B - NORTHEAST PERSPECTIVE

PRELIMINARY
NOT TO BE USED
FOR
PERMIT
APPROVAL
OR
CONSTRUCTION



PROFESSIONAL OFFICE PARK
BUILDING B
280 PRECINCT LN RD
COLLEVILLE, TEXAS 7684



PRELIMINARY
NOT TO BE USED
FOR
PERMIT
APPROVAL
OR
CONSTRUCTION



PROFESSIONAL OFFICE PARK
BUILDING B
280 PRECINCT LN RD
COLLEVILLE, TEXAS 7684



ELEVATION MATERIAL CALCULATIONS - BUILDING C[illegible]

1 BUILDING C - WEST ELEVATION
SCALE 3/16" = 1'-0"



2 BUILDING C - NORTH ELEVATION
SCALE 3/16" = 1'-0"



1 BUILDING C - EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 BUILDING C - SOUTH ELEVATION

**PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION**



**PROFESSIONAL OFFICE PARK
BUILDING C**
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76034

Pub. No.	24202	—	443
Author	24202		
Date	11/10/24		
Comp. by	me		
Checked by	me		

**PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION**



**PROFESSIONAL OFFICE PARK
BUILDING C**
TBD PRECINCT LN RD
COLLEYVILLE, TEXAS 76004

Order #	24200000	W.D.
Q. com. No.	24200	
Q. No.	11/25/24	
Q. No.	11	
Q. No.	11	





① BUILDING C - NORTHEAST PERSPECTIVE

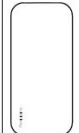


② BUILDING C - SOUTHWEST PERSPECTIVE

FOR REVIEW
ONLY
NOT TO BE
USED FOR
PERMITTING OR
CONSTRUCTION



PROFESSIONAL OFFICE PARK
BUILDING C
100 PRECINCT 14 RD
COLLEEVILLE, TEXAS 76034



NET
A4.2
F T E



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7b

Agenda Date 1/22/2025

Number Ordinance O-25-2314

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit to allow for a Daycare Center on a portion of Lot 1, Block 1, Towne Center Animal Hospital, located at 4313 Colleyville Boulevard, Case ZC24-028

Explanation

Second Reading and Public Hearing

The consulting engineer was present and answered questions from the City Council. The primary discussion centered on the building design along Colleyville Boulevard. The applicant agreed to enhance the street-side facade, the fencing, and landscaping. Updated building elevations have been provided in the packet with updated fencing exhibits expected prior to the meeting. No one came forward to speak during the public hearing.

First Reading and Public Hearing

Isha Adhikari, the applicant, has submitted a request for a Special Use Permit (SUP) for a Day Care Center on a portion of Lot 1, Block 1, Towne Center Animal Hospital Addition, being approximately 4.75 acres, and zoned CC-2 Shopping Center. Day Care Centers are only allowed in the CC-2 Shopping Center zoning district with the approval of a Special Use Permit (SUP). The request is to allow for a day care center known as Kiddie Academy.

Existing Conditions/Background: The subject property, 4313 Colleyville Boulevard, is zoned CC-2 Shopping Center and is located on the south side of the intersection of Brown Trail and Colleyville Boulevard. A mutual access easement runs across the lot. The property is a platted lot and is currently used as a soccer field.

SUP Request: The applicant is requesting approval of an SUP to allow for a day care center. The property is zoned CC-2 Shopping Center which allows for a Day Care Center with approval of an SUP. The day care is proposed on the portion of the lot adjacent to Colleyville Boulevard.

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

Analysis: Per the Statement of Planning Objectives, the proposed building will offer a new day care facility known as Kiddie Academy. The daycare center will occupy a 1.487-acre parcel of land and will be designed to accommodate up to 191 children ranging from infants to school-age. The proposed development features an 11,877 s.f. play area, a 3,346 s.f. Pre-K play area, and a 1,517 s.f. infant/toddler play area. The development will provide 44 parking spaces.

The property will be replatted at a later point in time to become two lots. The portion of the lot with frontage to Colleyville Boulevard will be replatted to be its own lot, with a property line that ends at the mutual access easement.

Plat Status: The property is platted as Lot 1, Block 1, Towne Center Animal Hospital Addition.

DRC Review: The DRC reviewed the request and offered the following comments.

1. Provide a 30" low solid wall along Colleyville Boulevard
2. The elevations need to meet the requirements of Chapter 6 regarding horizontal and vertical articulation.
3. Any signage shown on the plans are not approved as part of the SUP and will need to be done as a separate sign permit.
4. Provide an elevation and materials for the dumpster and fencing.
5. See attached pdf for Engineering Comments in red font.

The applicant provided updated exhibits on November 25, 2024.

Surrounding Development: The property to the northwest is Colleyville Boulevard. The property to the northeast is zoned CC-2 Shopping Center and improved with a vet clinic. The property to the southwest is zoned CC-2 Shopping Center and improved with a church. The property to the southeast is zoned PUD-R Planned Unit Development – Residential and improved with single-family homes.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property for commercial development and as part of the Colleyville Boulevard Corridor. 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 is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning

Commission recommended approval of the request at their December 9, 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. Site Plan Exhibit
6. Updated Elevations 01.10.2025
7. Floor Plan Exhibit
8. Elevation Exhibit
9. Elevation Exhibit 2
10. Elevation Exhibit 3
11. Elevation Exhibit 4
12. Dumpster Elevation
13. Grading Exhibit
14. Existing Drainage Exhibit
15. Drainage Exhibit
16. Utility Plan Exhibit
17. Tree Preservation Plan
18. Landscape Plan
19. Notification Map
20. Notification Letter
21. Notification List
22. Ordinance O-25-2314

Aerial Map

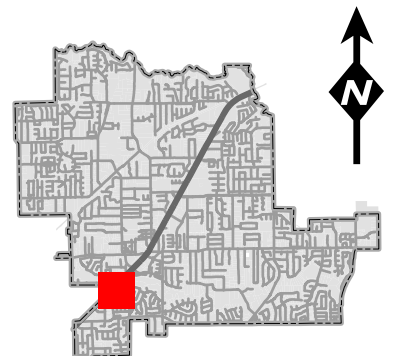


ZC24-028

4313 Colleyville Blvd

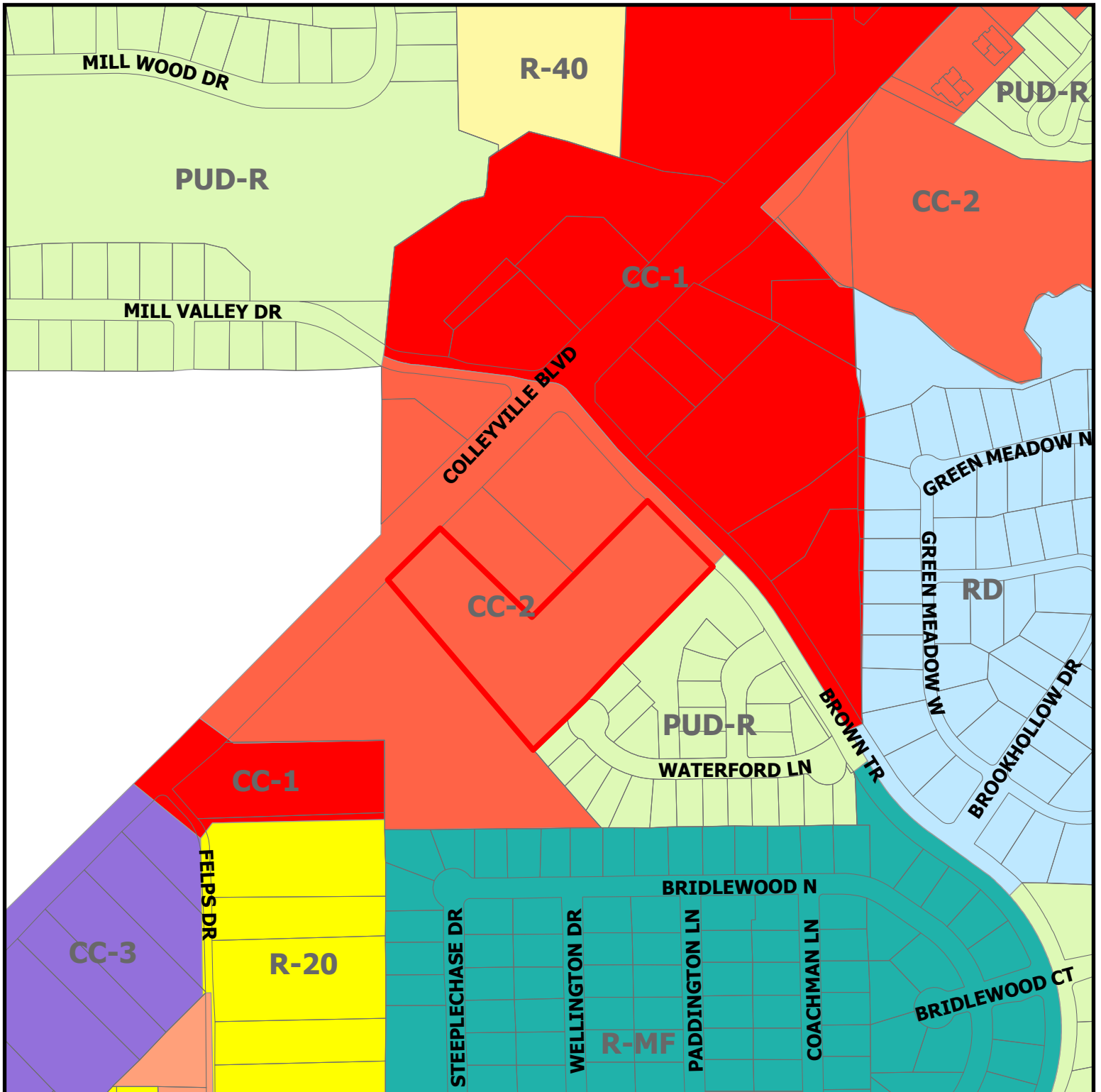


Subject Property



DISCLAIMER:
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Zoning Map

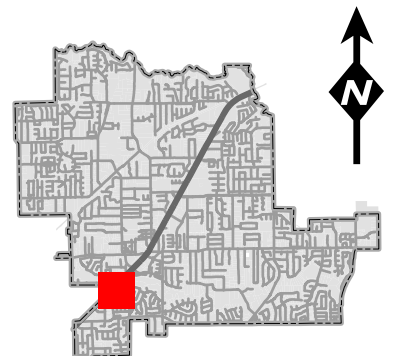


ZC24-028

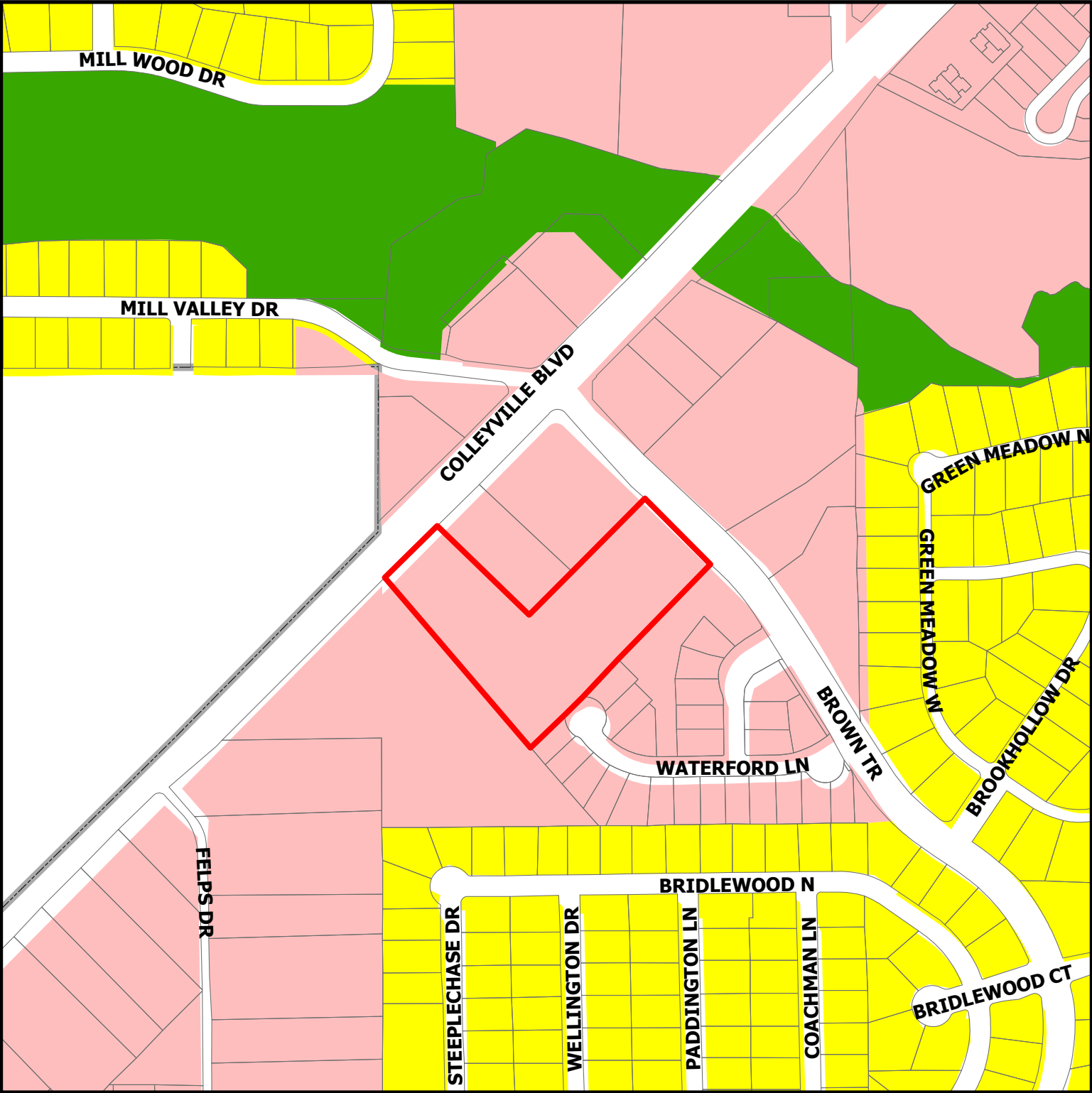
4313 Colleyville Blvd

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 Subject Property



Future Land Use Map

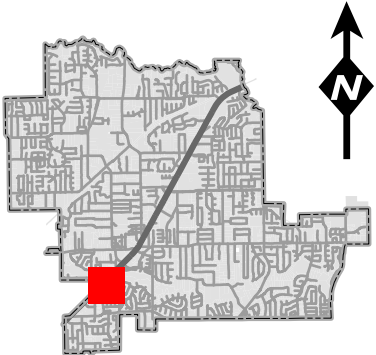


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ZC24-028

4313 Colleyville Blvd

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



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

Subject: Kiddie Academy Daycare Development Proposal

The intent of this development proposal is to create a high-quality, purpose-built childcare facility that will serve the local community and provide an exceptional early learning environment for young children. The proposed Kiddie Academy daycare center will occupy a 1.487-acre parcel of land and be designed to accommodate up to 191 children ranging from infants to school-age.

The key objectives guiding the planning and design of this facility are:

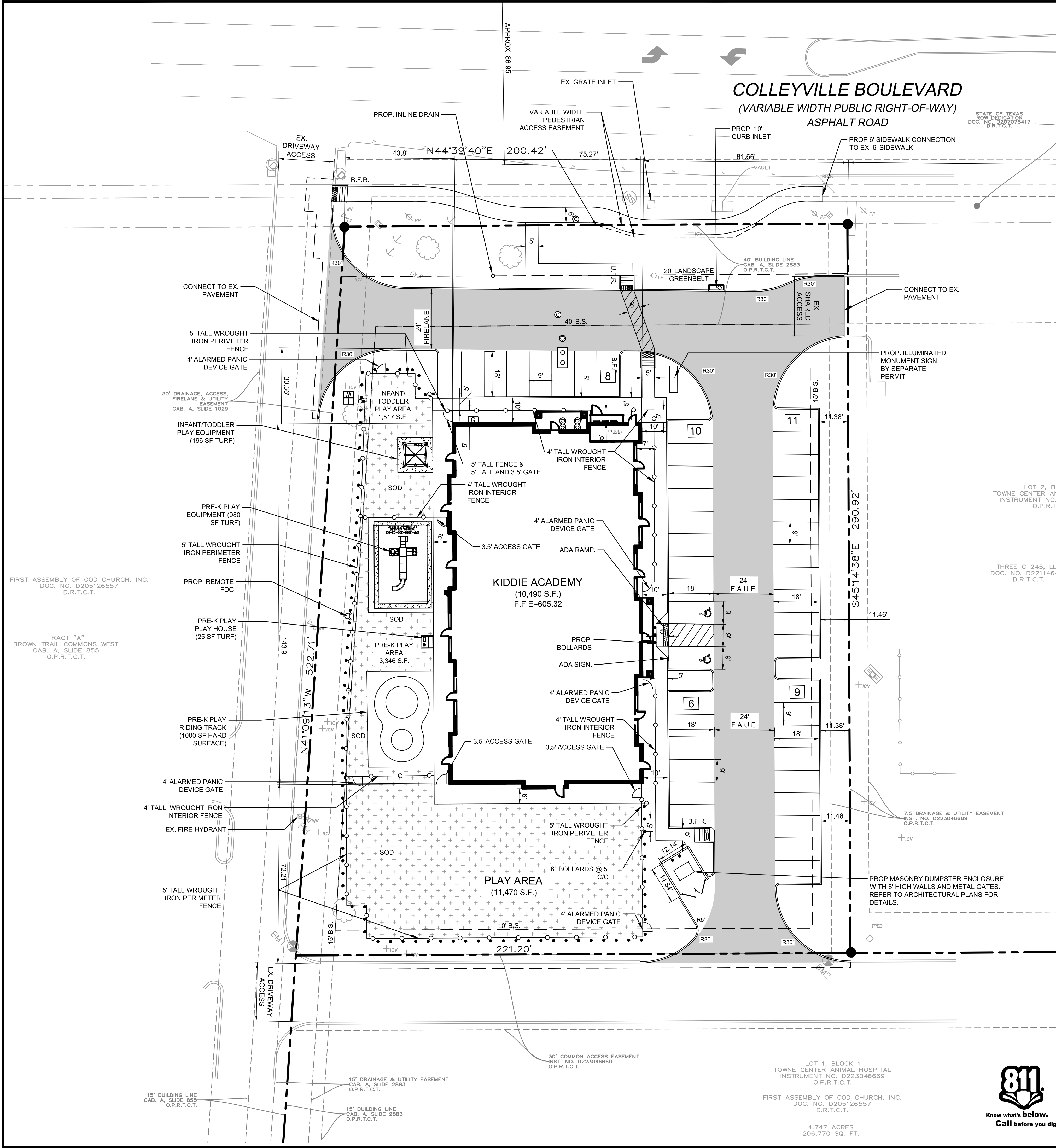
1. Providing a safe, nurturing, and stimulating learning environment for children:
 - The building and outdoor spaces will be designed with age-appropriate play equipment, educational resources, and activity zones to foster cognitive, social, and physical development.
 - Abundant natural light, ventilation, and connections to the outdoors will create a bright, healthy, and engaging atmosphere.
 - Secure access controls, age-segregated classrooms, and comprehensive safety/security measures will ensure the wellbeing of all children.
2. Supporting working families with high-quality, accessible childcare services:
 - Convenient location near major residential areas and transportation hubs will make the daycare easily accessible for families.
 - Flexible schedules, competitive tuition rates, and need-based financial assistance will help accommodate the diverse childcare needs of the community.
3. Delivering a sustainable, community-integrated facility design:
 - Generous outdoor play spaces, common gathering areas, and community event hosting capabilities will transform the daycare into a neighborhood hub.
 - Thoughtful landscaping and site planning will preserve and enhance natural features, promoting biodiversity and stormwater management.
4. Establishing a trusted, high-quality childcare operator:
 - Kiddie Academy is an established, nationally accredited childcare provider with a track record of excellence.
 - The center will be led by experienced, credentialed early childhood educators who uphold rigorous teaching standards and foster a nurturing, stimulating learning environment.

- Ongoing staff training, family engagement initiatives, and community outreach will ensure the daycare remains responsive to local needs.

By considering the needs of young children, working families, and the broader community, this Kiddie Academy daycare development will become a valuable asset that enriches the lives of local residents for years to come.

Thank you for your consideration of our Special Use Permit request.

Kartavya Patel
Triangle Development and Management Services LLC
469-331-8566



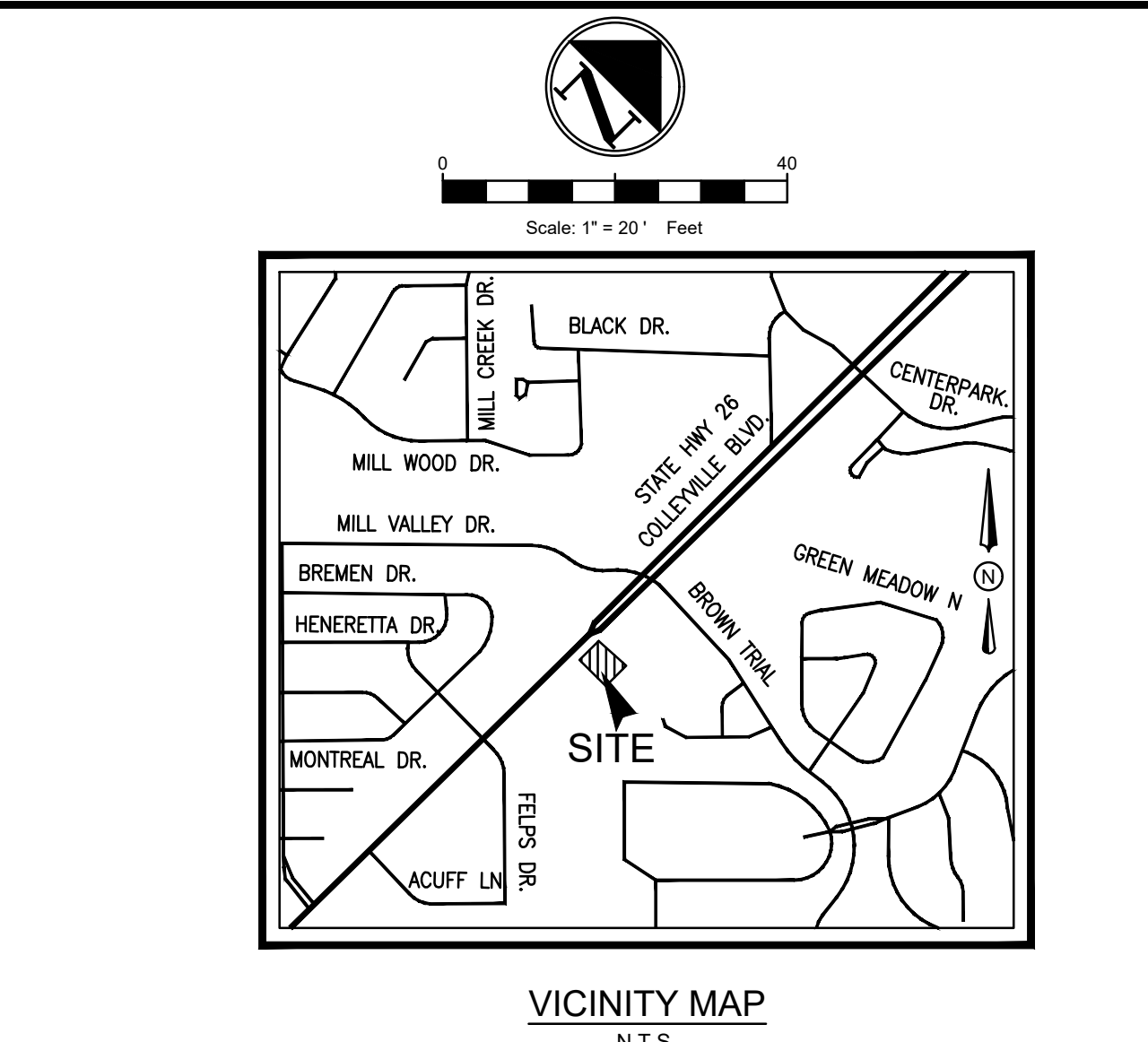
EXISTING LEGEND		
1/2" IR FOUND	IRRIGATION VALVE	NO PARKING
1/2" IR SET	WATER VALVE	CONCRETE
5/8" IR FOUND	FIRE HYDRANT	GRAVEL
3/8" IR FOUND	IR. VALVE	BRICK
60-D NAIL FOUND	UTILITY POLE	STONE
PK NAIL SET	WATER METER	WOOD DECK
1/2" IP FOUND	GAS METER	BUILDING WALL
X-FOUND	A.C. PAD	TILE
X-SET	TRANS. BOX	BUILDING LINE
1" IR FOUND	GAS MARKER	EASEMENT
1" IP FOUND	OVERHEAD UTILITY LINE	BOUNDARY
POINT FOR CORNER	GUY WIRE ANCHOR	HIGHBANK LINE
CON. MONUMENT	BARBED WIRE FENCE	PARKING STRIPE
3/4" IP FOUND	IRON FENCE	HANDICAP SPACE
TELE. BOX	CHAINLINK FENCE	
CABLE BOX	WOOD FENCE	
ELECTRIC BOX	PIPE RAIL FENCE	
BRICK COLUMN	COVERED AREA	
STONE COLUMN	ASPHALT	
STORM DRAIN MH.	FIRE LANE STRIPE	
SAN. SEW. CO.	BRICK RET. WALL	
BOLLARD POST	STONE RET. WALL	
LIGHT POLE	CON. RET. WALL	
SAN. SEW. MH.		

SITE DATA SUMMARY TABLE	
SITE ACREAGE:	1.40 ACRES (60,984 S.F.)
ZONING:	CC-2
PROPOSED USE:	DAYCARE
BUILDING AREA:	10,490 S.F.
NUMBER OF STORIES:	1
BUILDING HEIGHT:	30'-0"
BUILDING COVERAGE:	17.20%
FLOOR AREA RATIO:	0.17
IMPERVIOUS AREA:	37,035 S.F. (60.73%)
PERVIOUS/LANDSCAPE AREA:	23,949 S.F. (39.27%)
NO. OF PUPILS	191
REGULAR PARKING REQUIRED: 1 SPACE PER 5 PUPILS	39 SPACES
REGULAR PARKING PROVIDED:	42 SPACES
HANDICAP PARKING REQUIRED:	02 SPACES (1 VAN ACCESSIBLE)
HANDICAP PARKING PROVIDED:	02 SPACES (1 VAN ACCESSIBLE)
TOTAL PARKING PROVIDED:	44 SPACES

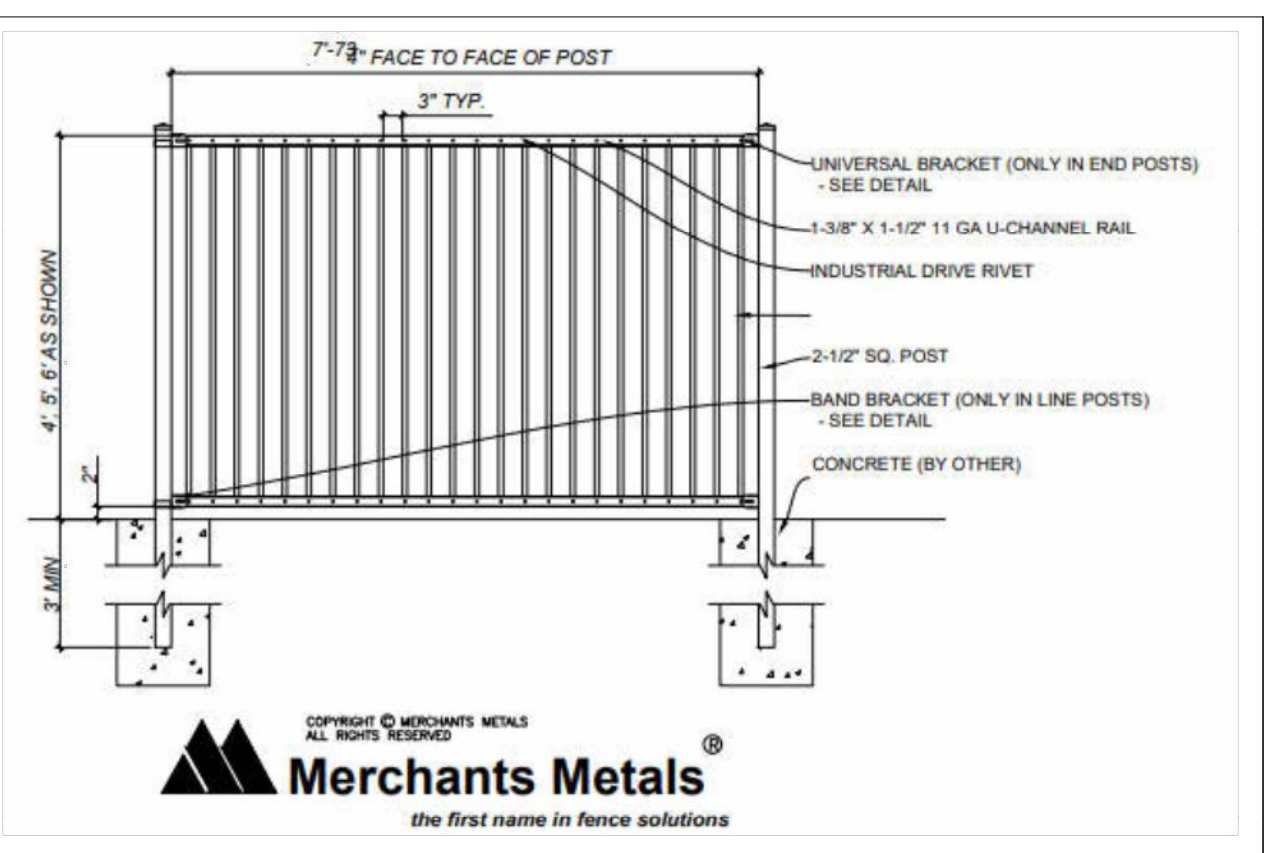
SITE LEGEND	
CONCRETE CURB	
SAW-CUT LINE	
FENCE	
FIRE LANE	
STRIPING	
SOD AREA	
PARKING SPACES	
MONUMENT/PYLON SIGN	
WHEEL STOPS	
HANDICAP LOGO	
HANDICAP SIGN	
RAMP	
BOLLARD	
TRAFFIC ARROW	
FIRE HYDRANT	
DUMPSTER	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	
SANITARY SEWER DOUBLE CLEANOUT	
SANITARY SEWER SAMPLE PORT	
GREASE TRAP	
DOMESTIC WATER METER	
IRRIGATION METER	
GAS METER	
TRANSFORMER	
LIGHT POLE	
POWER POLE	

PROJECT CONTACT LIST	
ENGINEER TRIANGLE ENGINEERING LLC 1782 W. McDERMOTT DRIVE ALLEN, TEXAS 75013 CONTACT: KARTAVYA S. PATEL, P.E. PHONE: 469-331-8566	OWNER/DEVELOPER TRIANGLE DEVELOPMENT AND MANAGEMENT SERVICES LLC 1782 W. McDERMOTT DRIVE ALLEN, TEXAS 75013 KEVIN PATEL 469-331-8566
SURVEYOR TRAVERSE LAND SURVEYING LLC 14200 MIDWAY ROAD, SUITE 130 DALLAS, TEXAS 75224 CONTACT: GRAYSON CEBALLOS PHONE: 469-784-9321	ARCHITECT SOHO CONSTRUCTION 17774 PRESTON ROAD DALLAS, TEXAS 75242 DAVID HOFF EMAIL: david.hoff@soho-construction.com

NO.	DATE	DESCRIPTION	BY
1	11-11-24	1st SUP SUBMITTAL	KP
2	11-25-24	2ND SUP SUBMITTAL	KP
3	12-04-24	UPDATED BOUNDARY	KP
4	12-17-24	UPDATED FLOOR PLAN	IA
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- SITE GENERAL NOTES**
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
 - THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
 - WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
 - ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
 - THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
 - ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
 - THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
 - ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.



ZCP24-028

SUP SITE PLAN

KIDDIE ACADEMY

4401 COLLEYVILLE BLVD.

CITY OF COLLEYVILLE

TARRANT COUNTY, TEXAS 76034

TOWNE CENTER ANIMAL HOSPITAL, BLOCK 1, LOT 1

TRIANGLE ENGINEERING LLC

T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	IA	10-29-24	SCALE BAR	111-24	C-3.0

TX. P.E. FIRM #11525

811

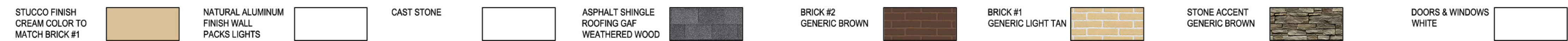
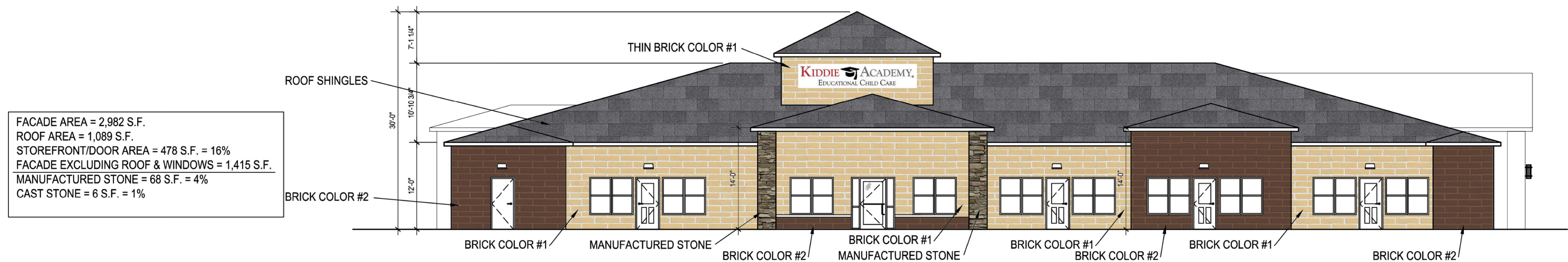
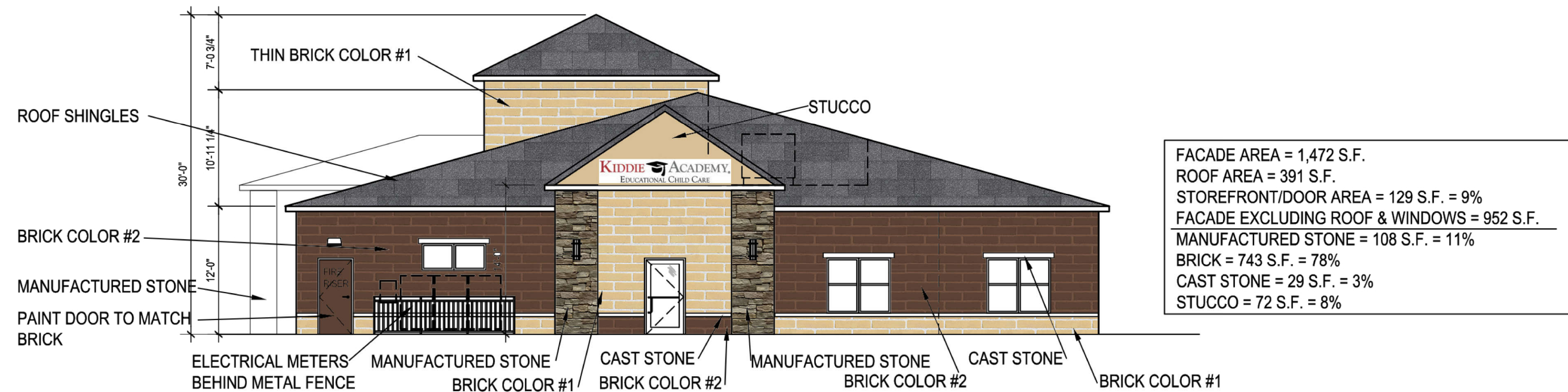
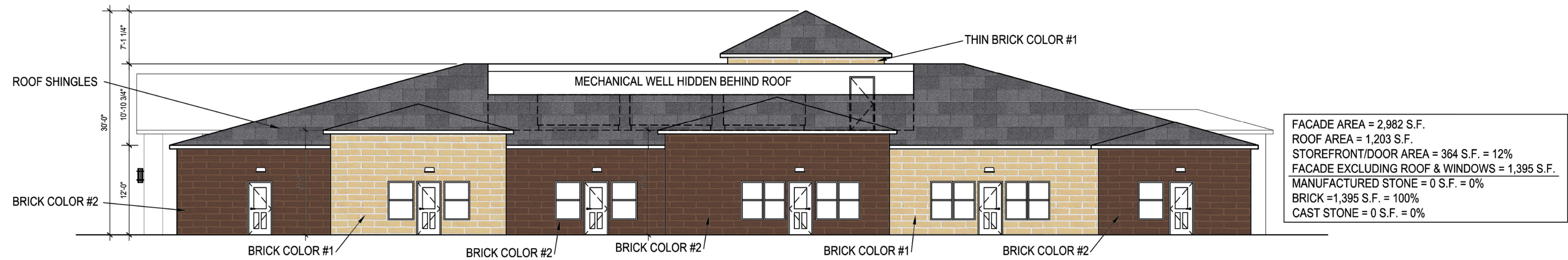
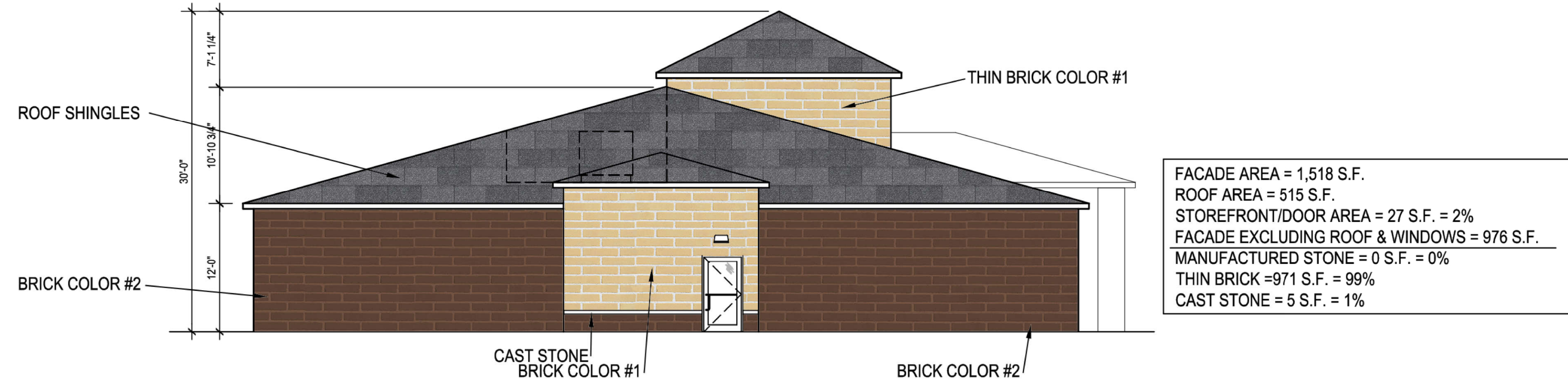
Know what's below.
Call before you dig.

STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED PROFESSIONAL ENGINEER

LOT 1, BLOCK 1
TOWNE CENTER ANIMAL HOSPITAL
INSTRUMENT NO. D223046669
O.P.R.T.C.T.

FIRST ASSEMBLY OF GOD CHURCH, INC.
DOC. NO. D205126557
D.R.T.C.T.

4.747 ACRES
206,770 SQ. FT.



- ### STANDARD NOTES
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KIDDIE ACADEMY AT COLLEYVILLE, TX

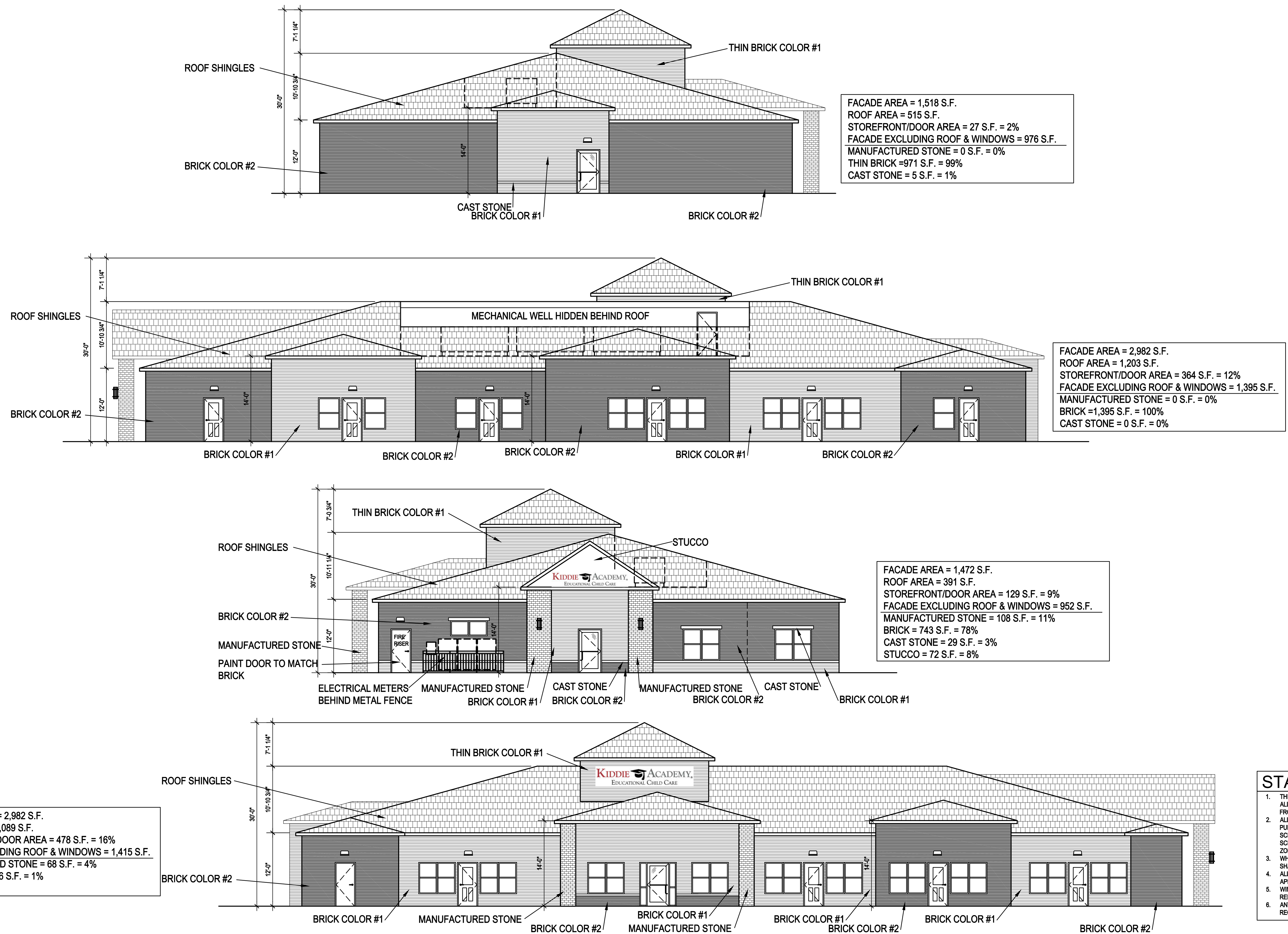
KIDDIE ACADEMY
EDUCATIONAL CHILD CARE

ELEVATIONS 06.2

SCALE: 1/16"=1'-0" ■ JOB#: 24044 ■ ISSUE DATE: 01/09/2025
APPROVED BY: _____ DATE: _____

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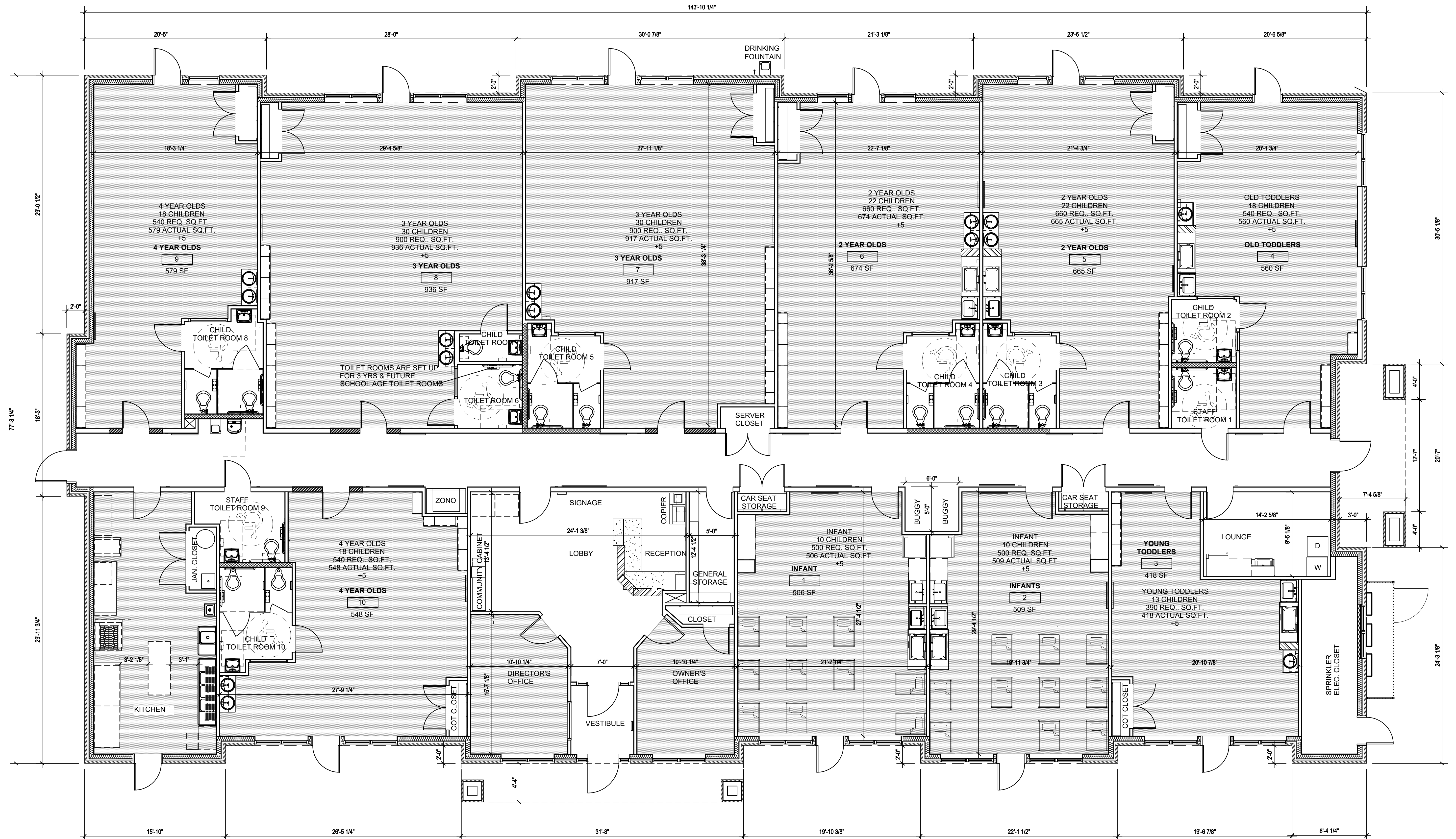
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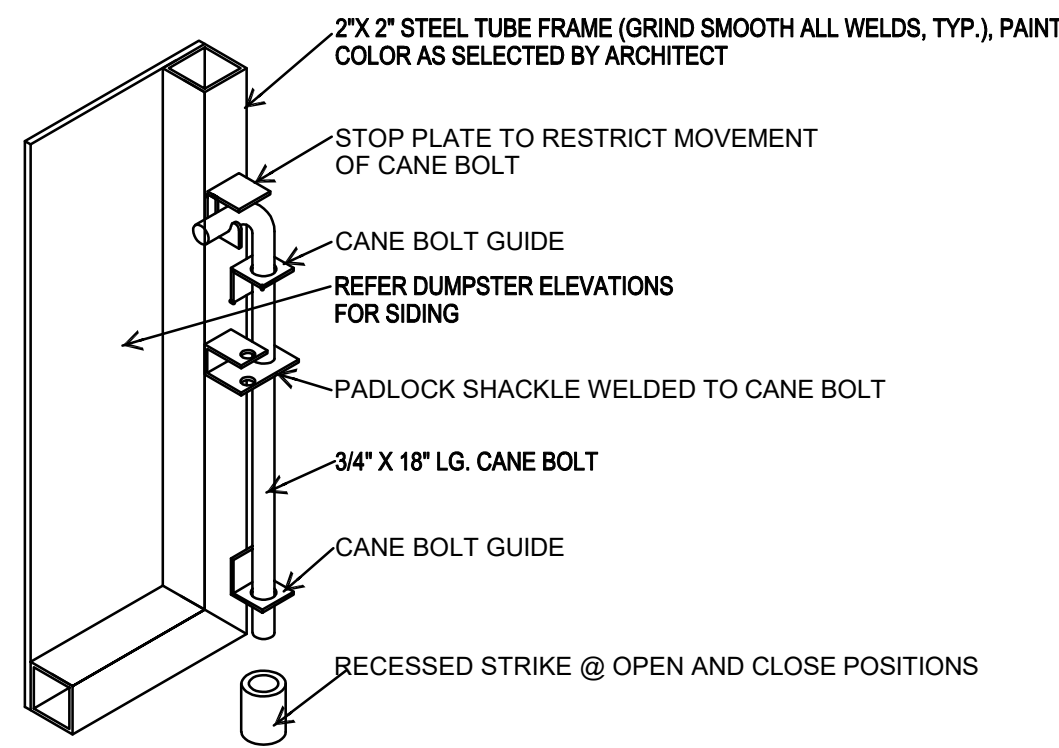


FLOOR PLAN 06

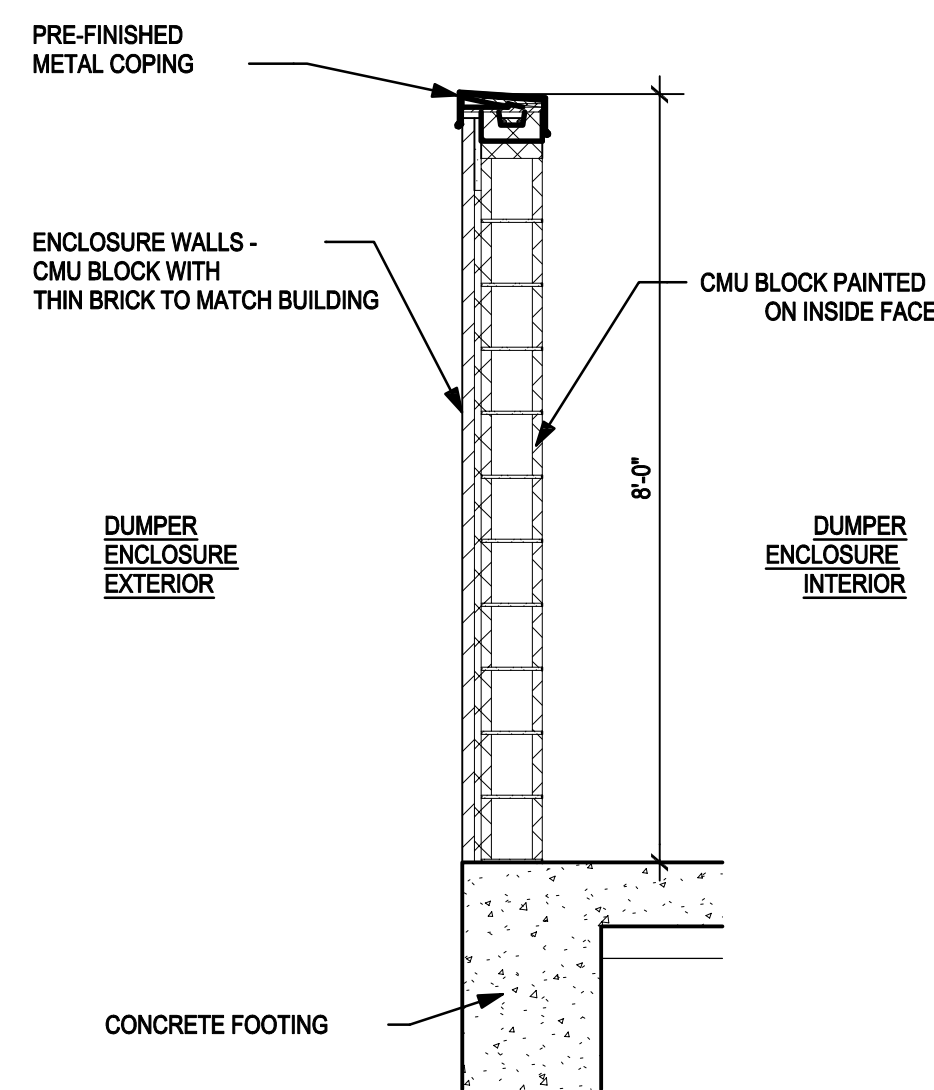
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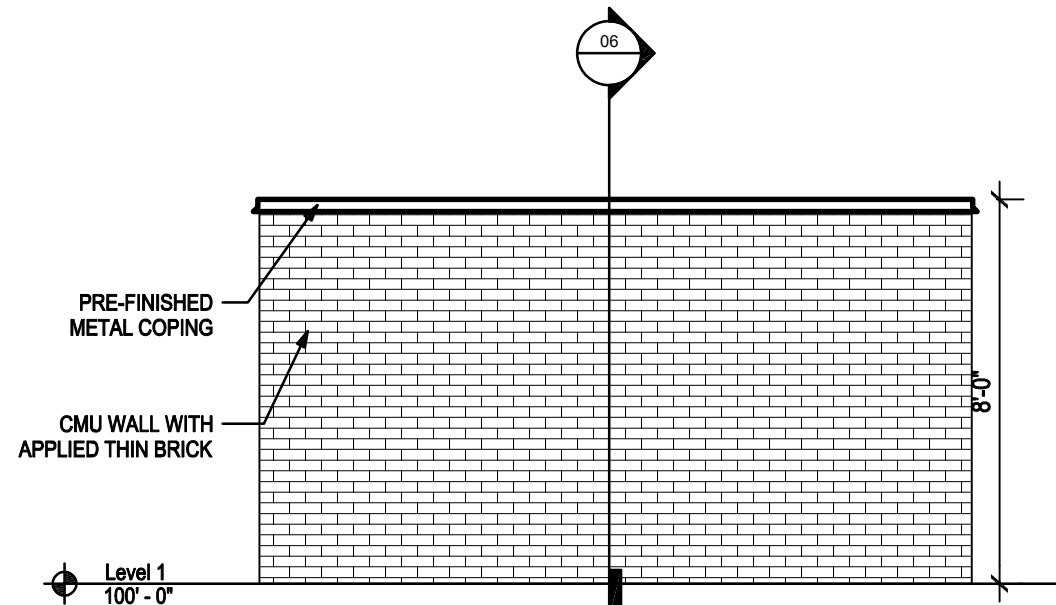




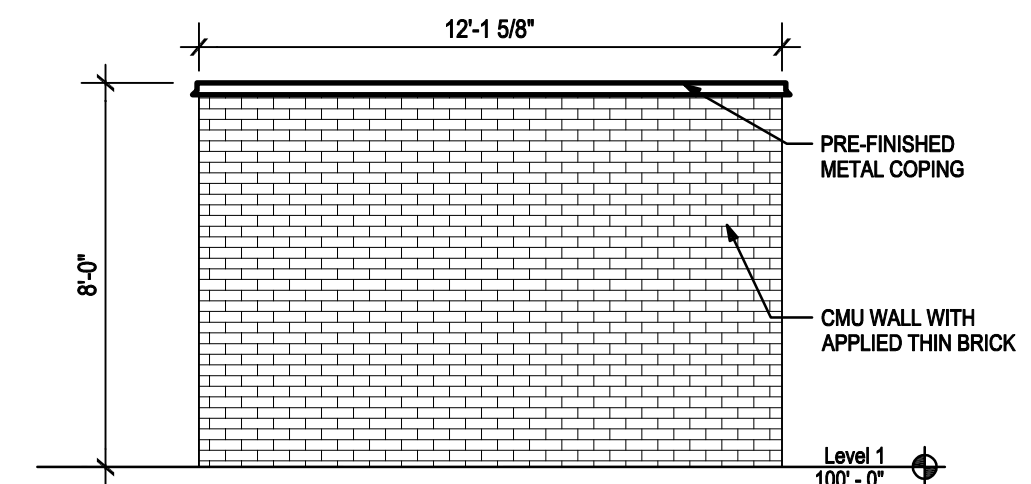
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NOT TO SCALE



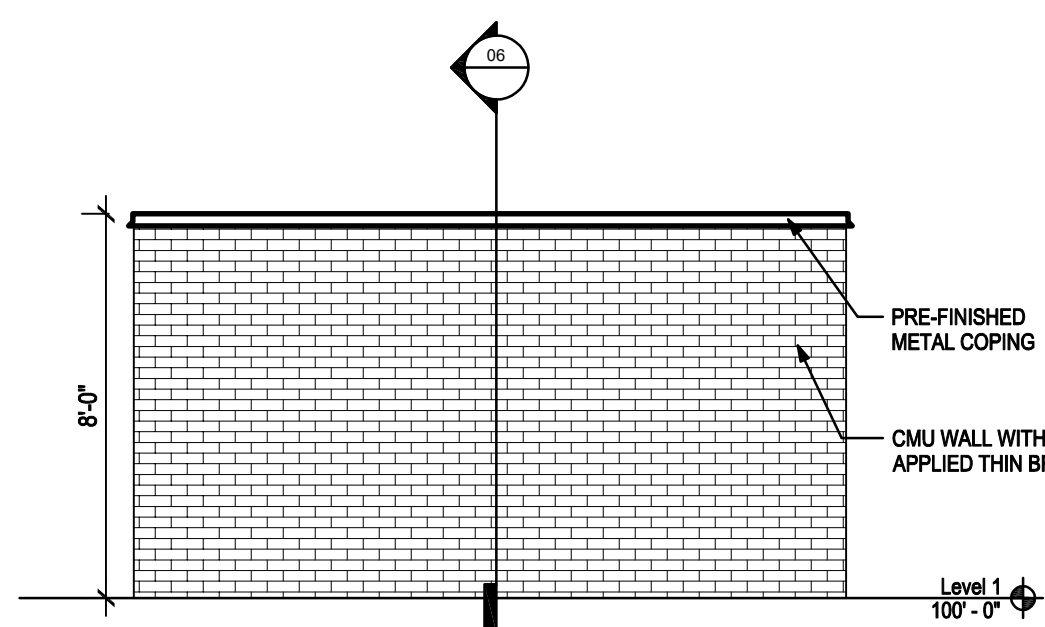
06 WALL SECTION
1/2" = 1'-0"



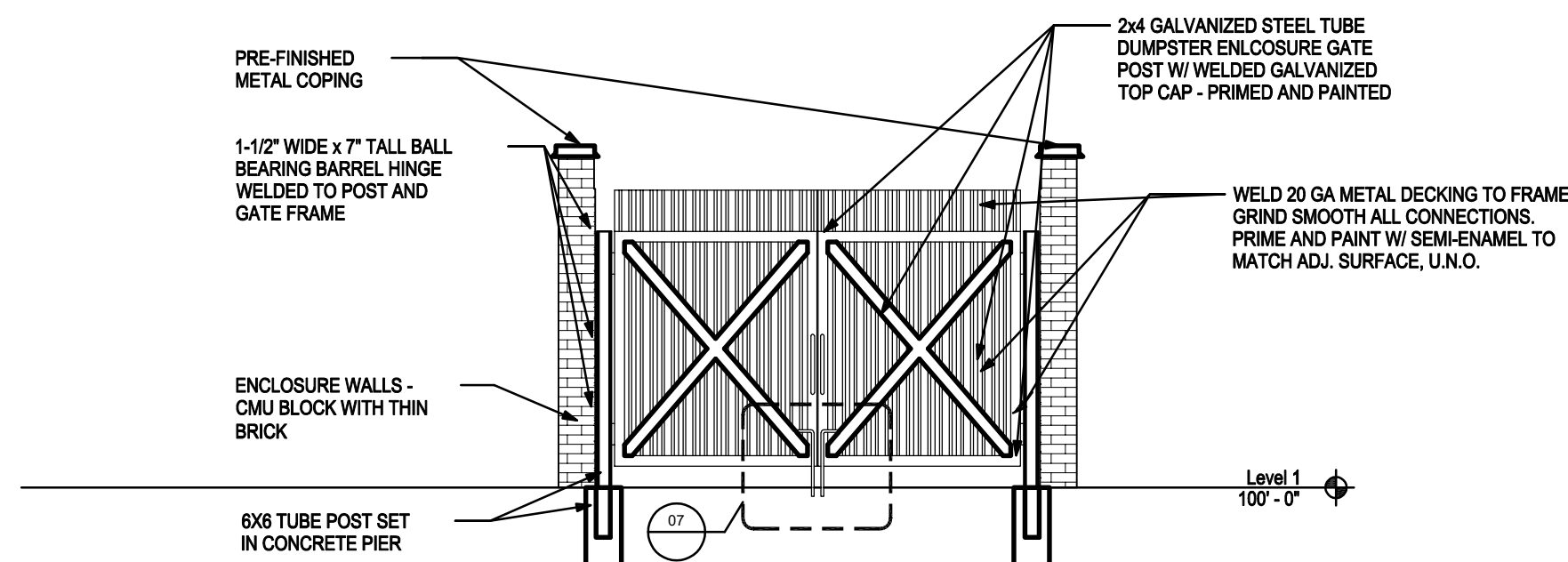
05 DUMPSTER ELEVATION
1/4" = 1'-0"



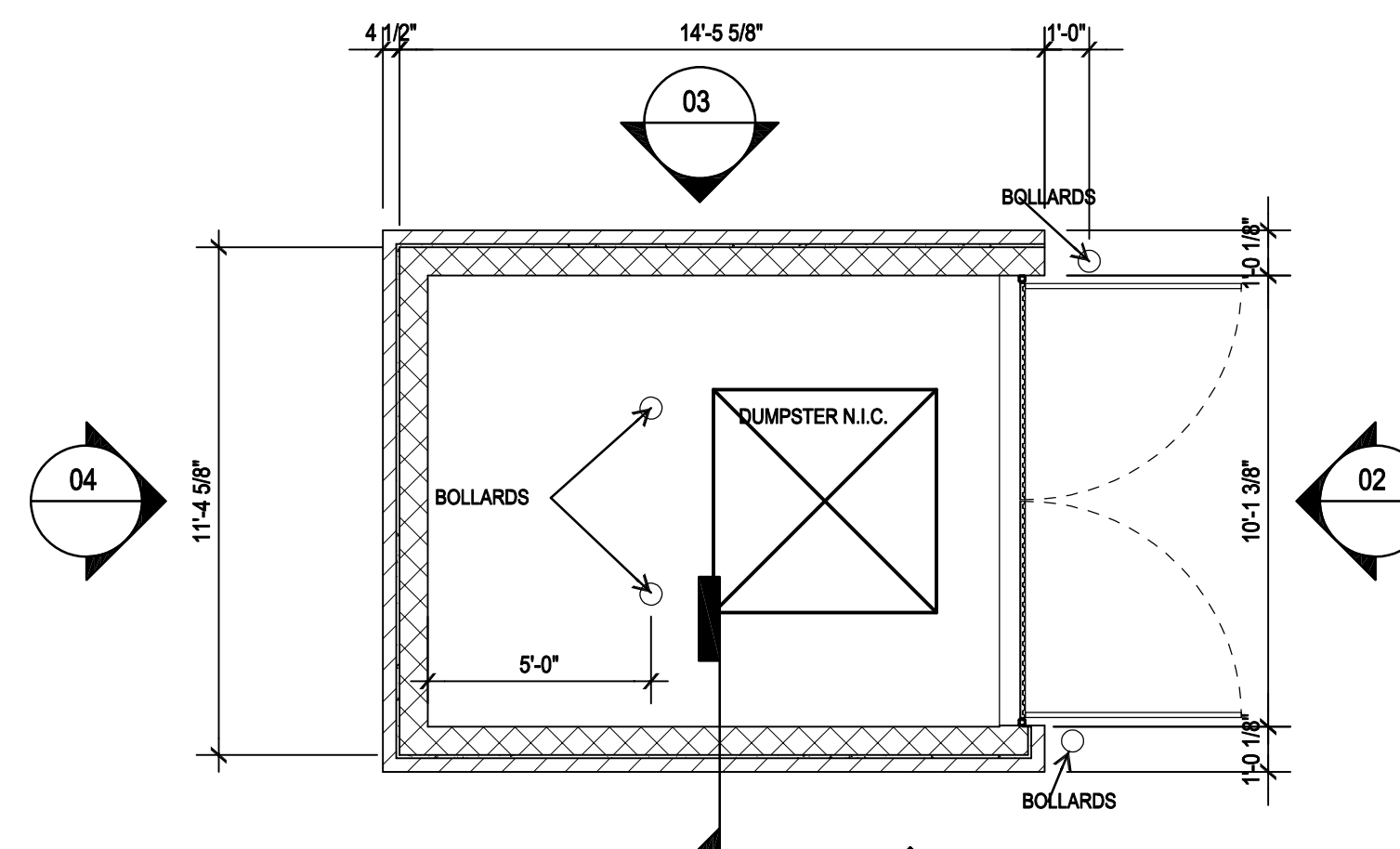
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03 DUMPSTER ELEVATION
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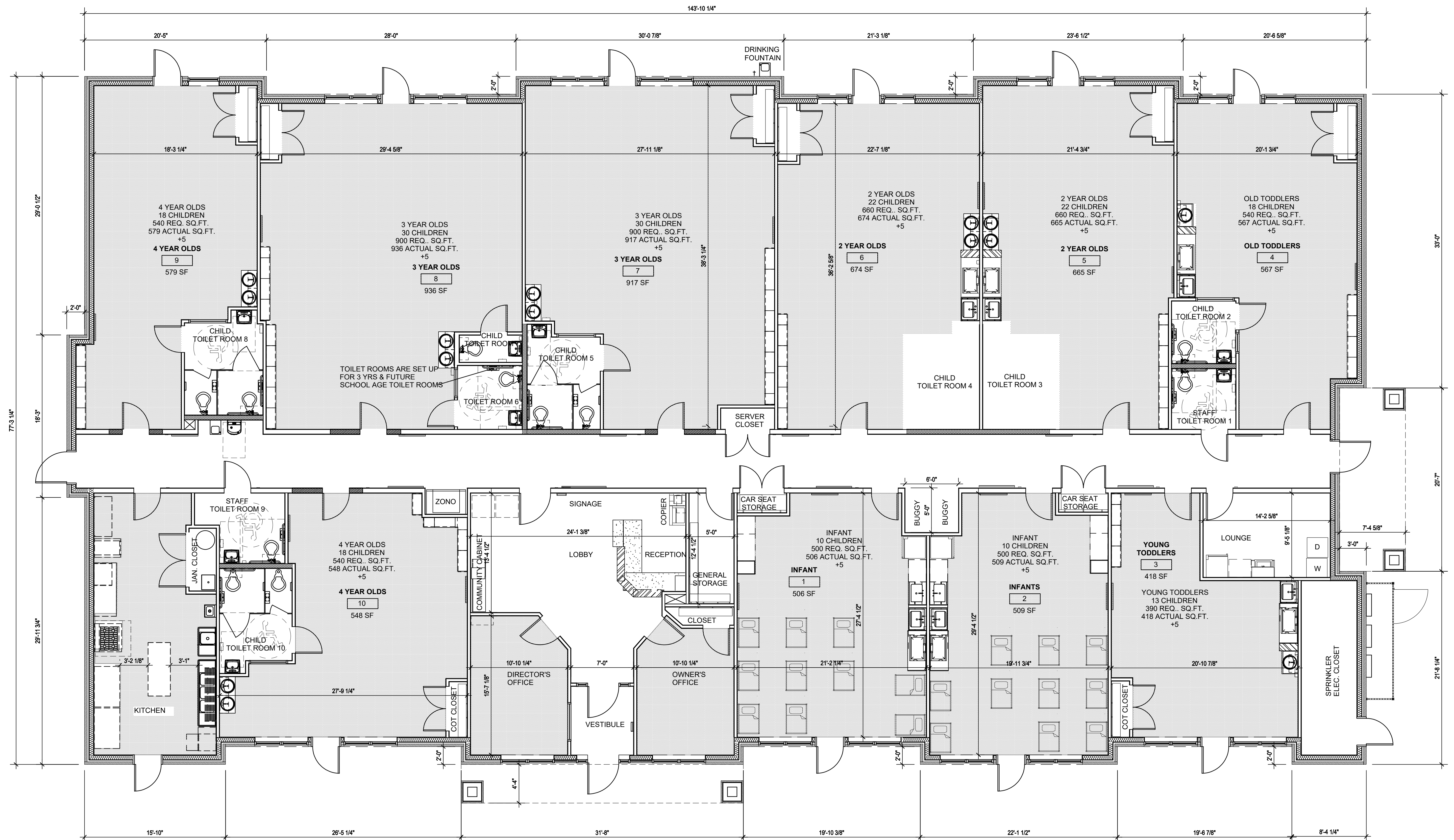
02 DUMPSTER ELEVATION
1/4" = 1'-0"



01 DUMPSTER PLAN
1/4" = 1'-0"

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KIDDIE ACADEMY AT COLLEYVILLE, TX

KIDDIE ACADEMY.
EDUCATIONAL CHILD CARE

FLOOR PLAN 03

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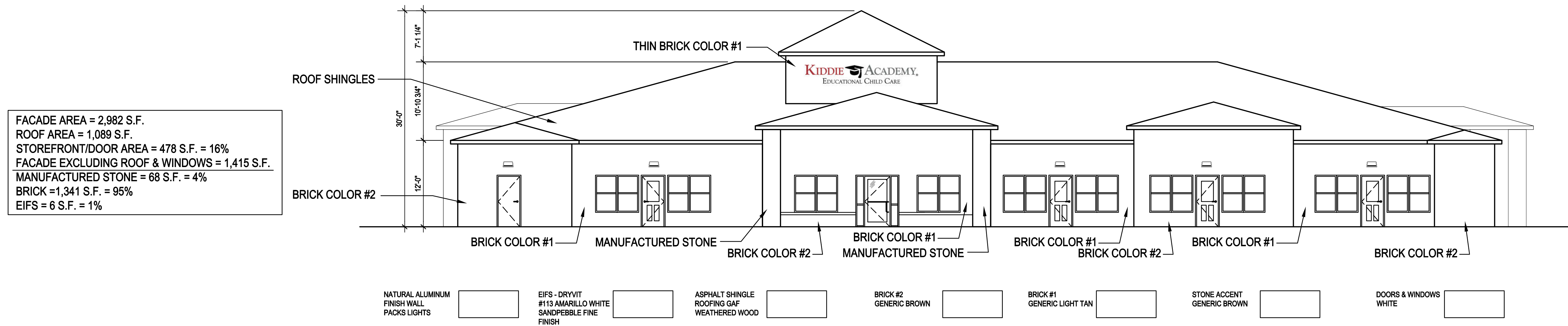
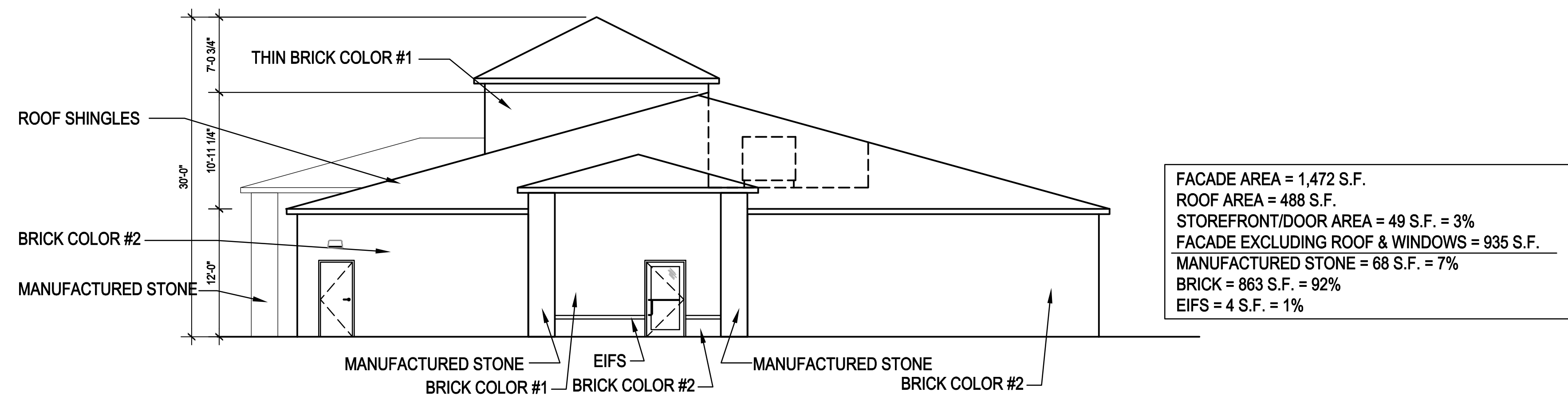
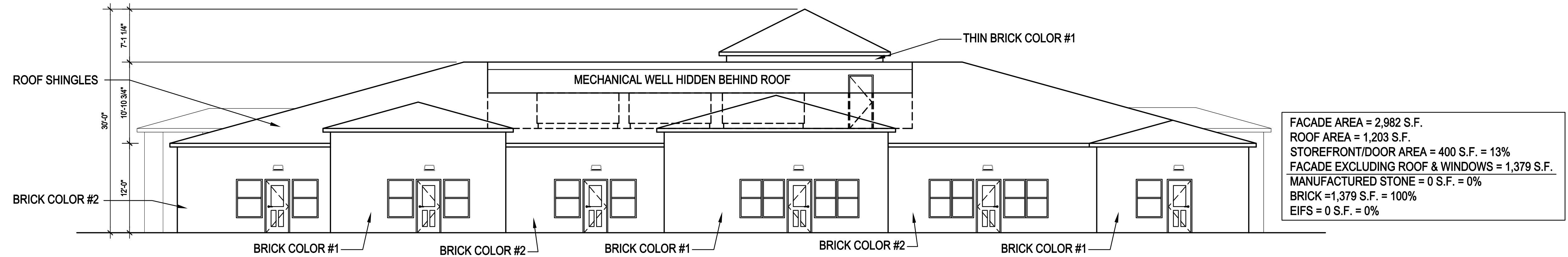
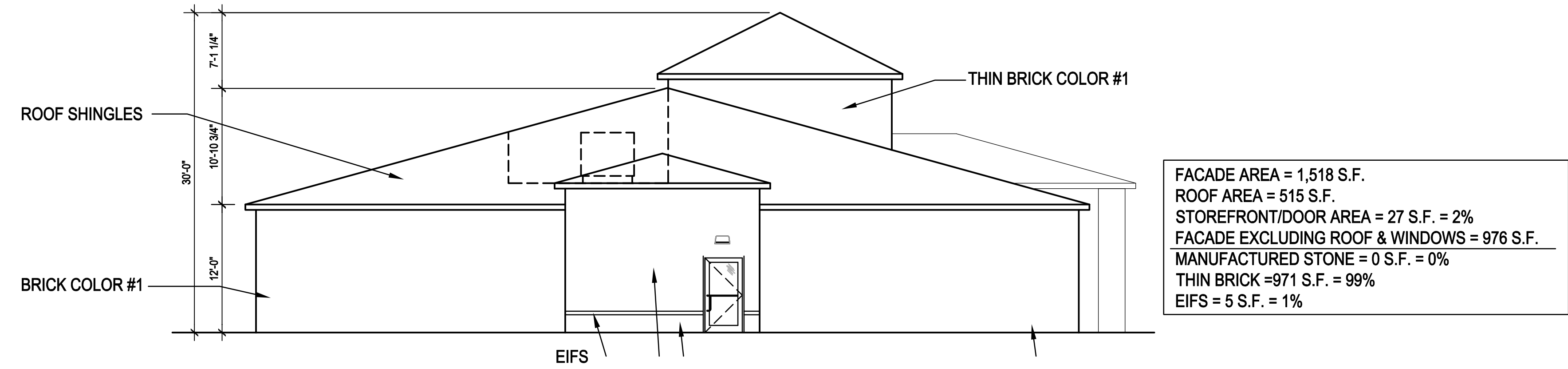
KIDDIE ACADEMY.
EDUCATIONAL CHILD CARE

ELEVATIONS 03.1

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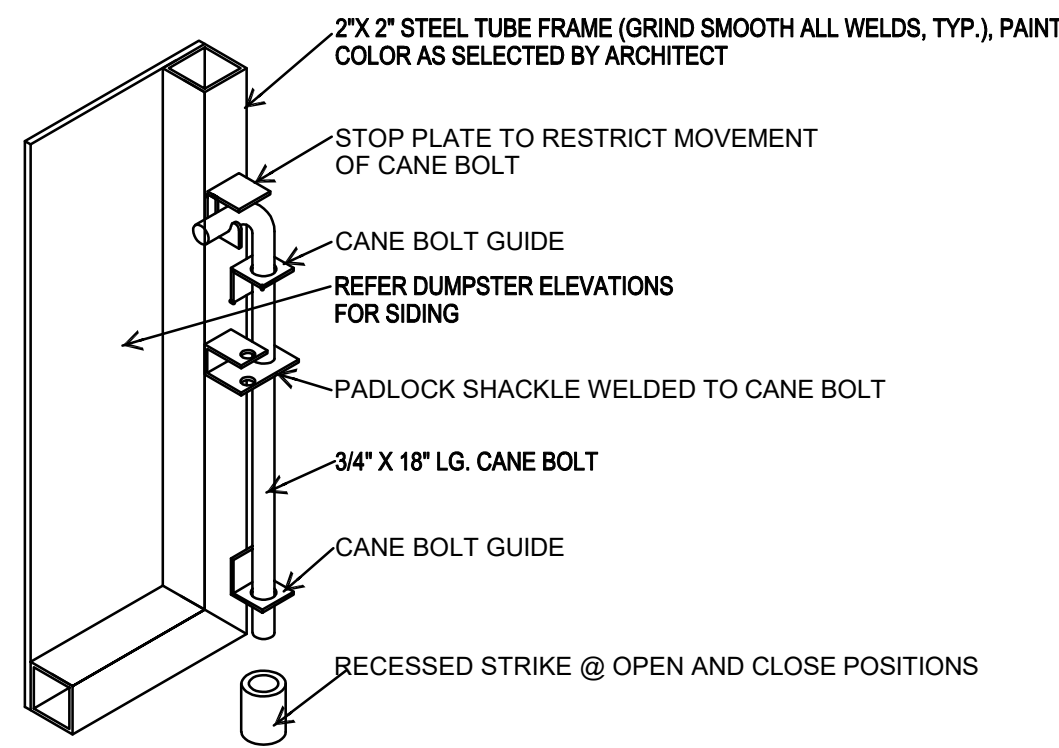
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ELEVATIONS 03.2

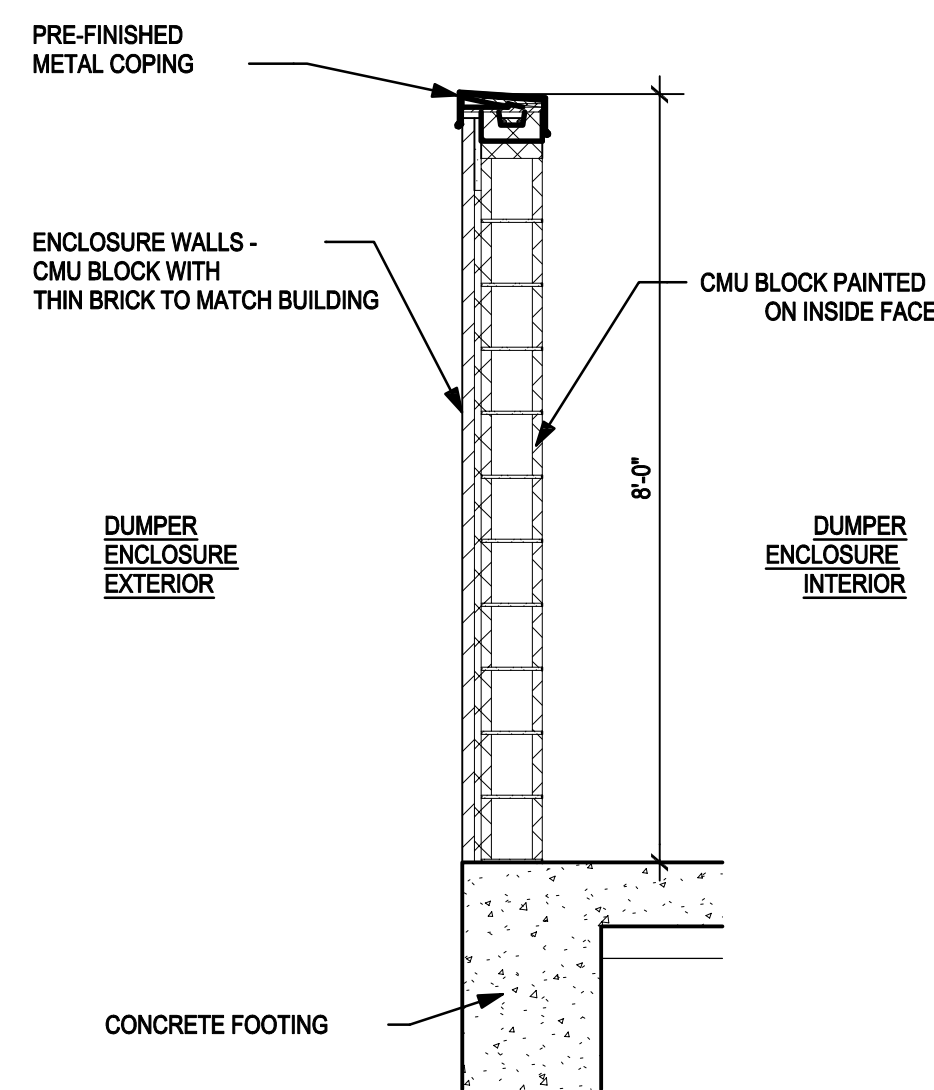
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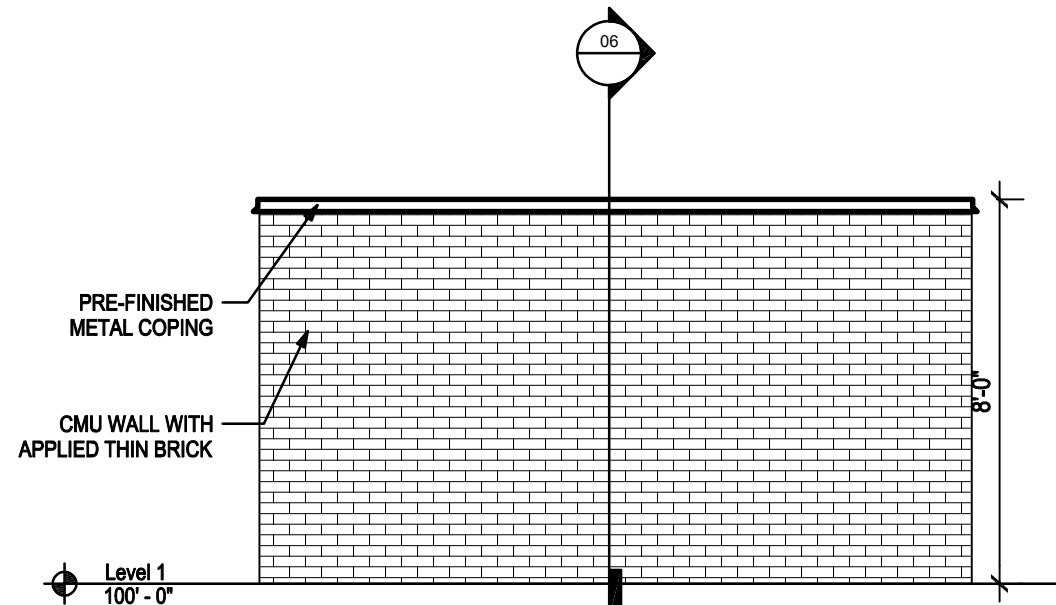




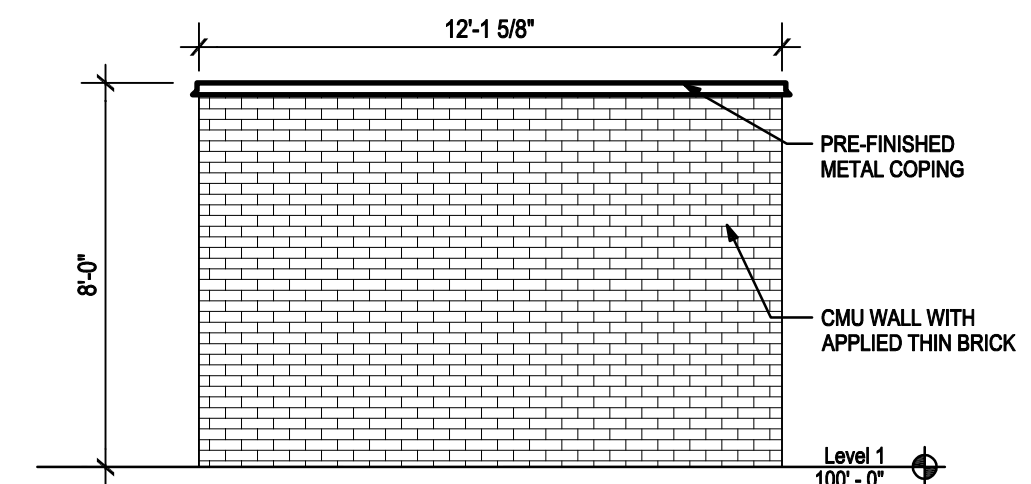
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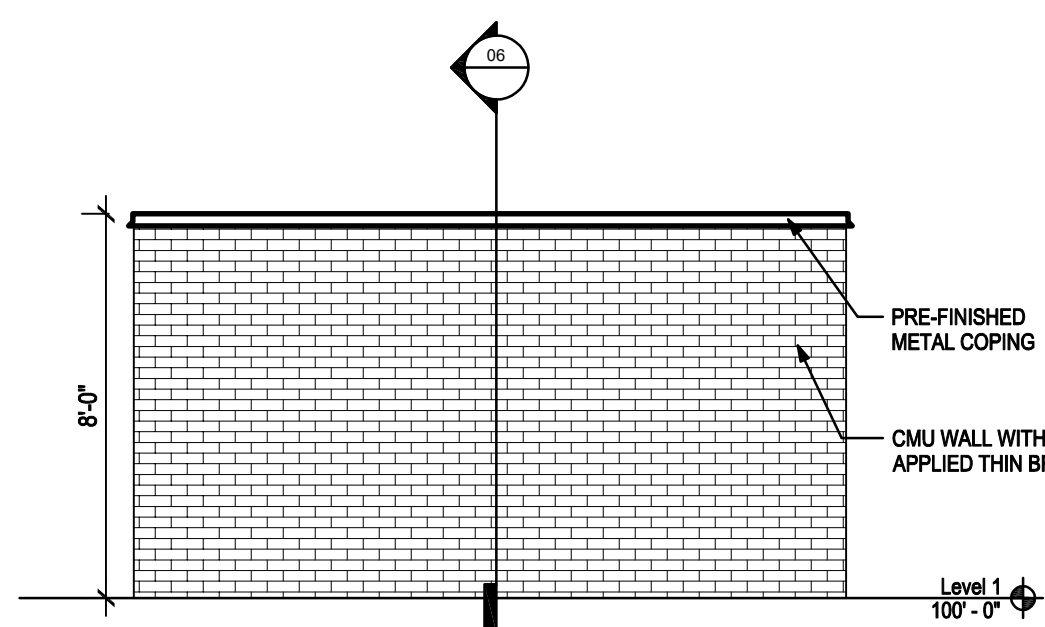
06 WALL SECTION
1/2" = 1'-0"



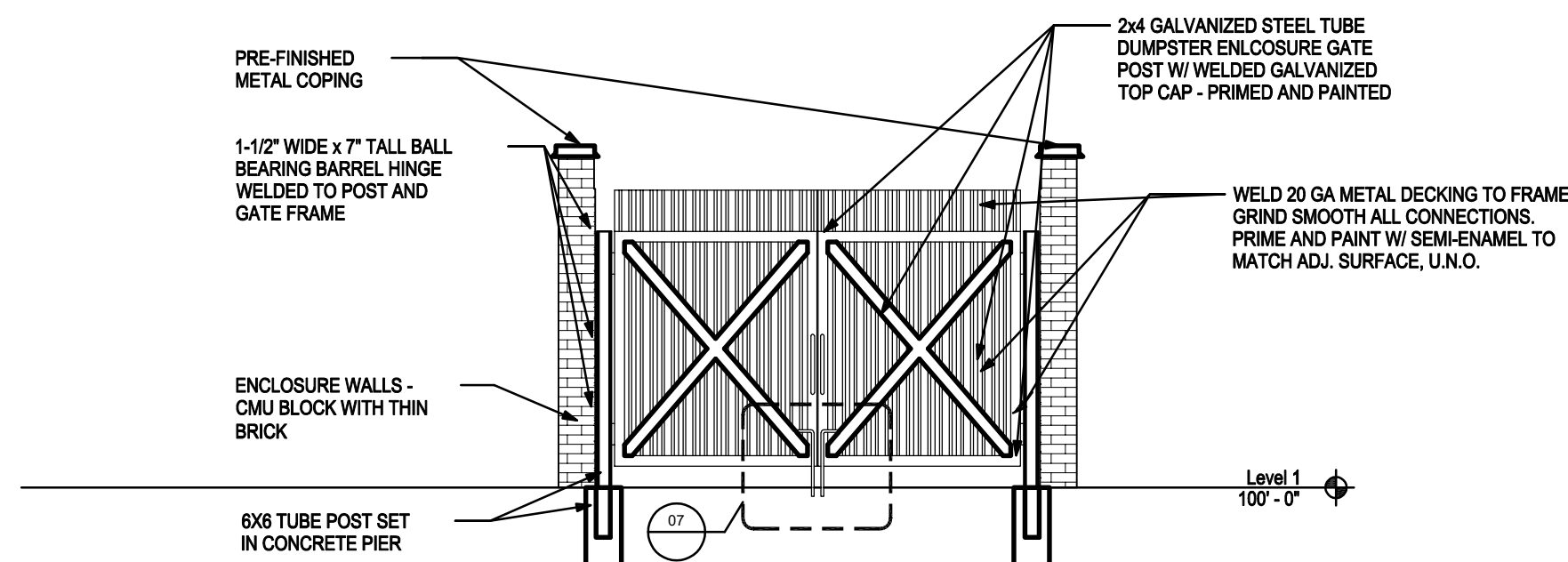
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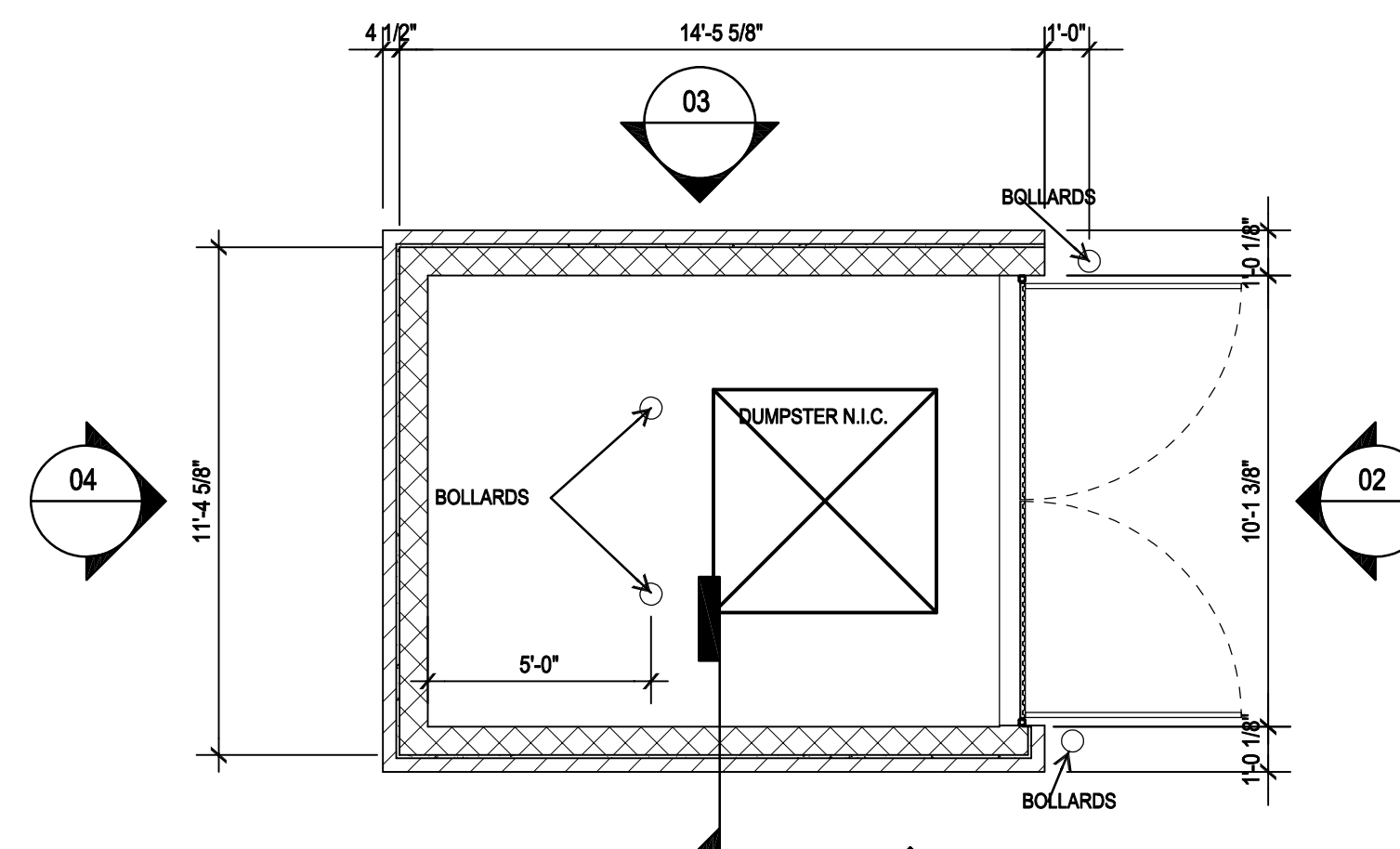
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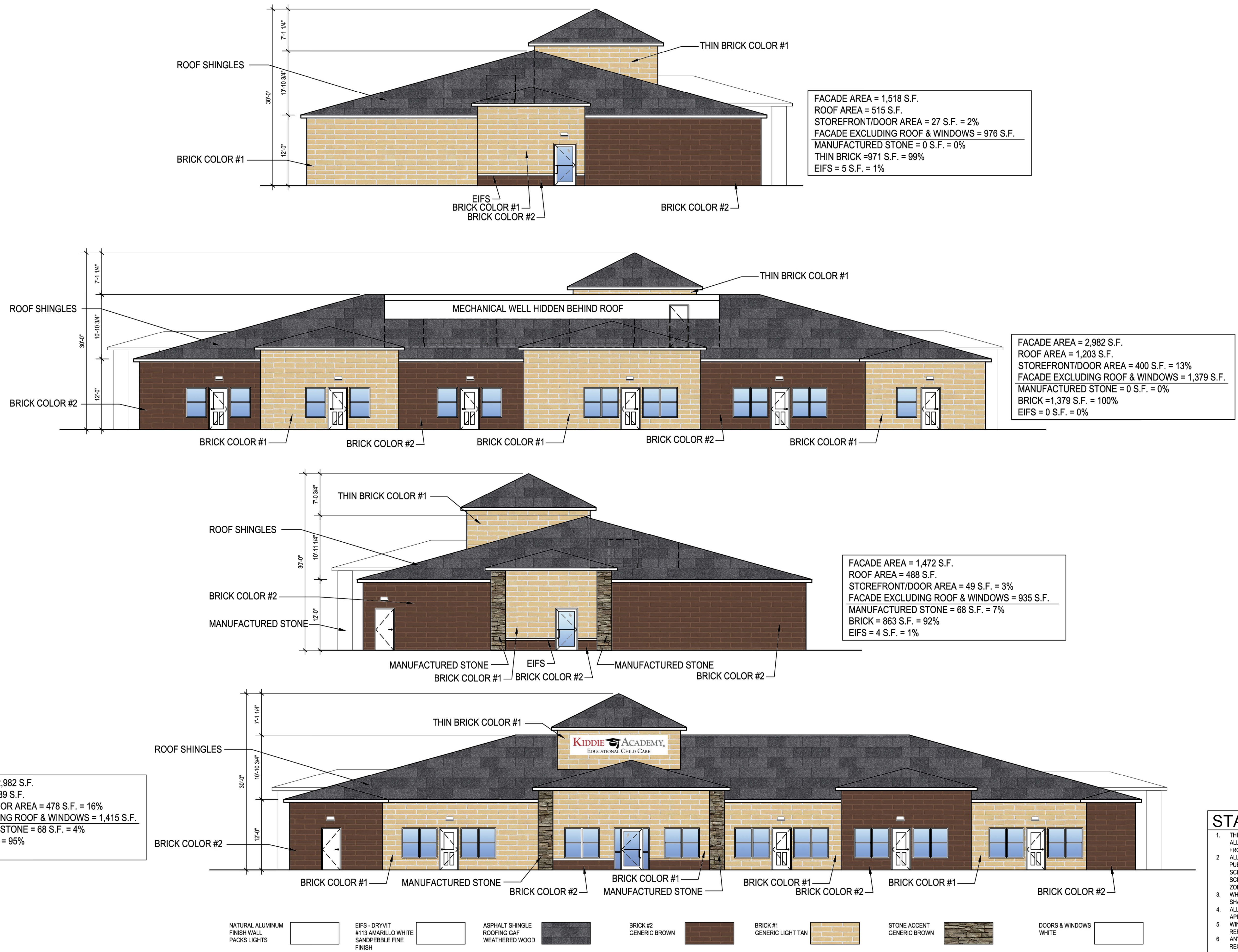
02 DUMPSTER ELEVATION
1/4" = 1'-0"



01 DUMPSTER PLAN
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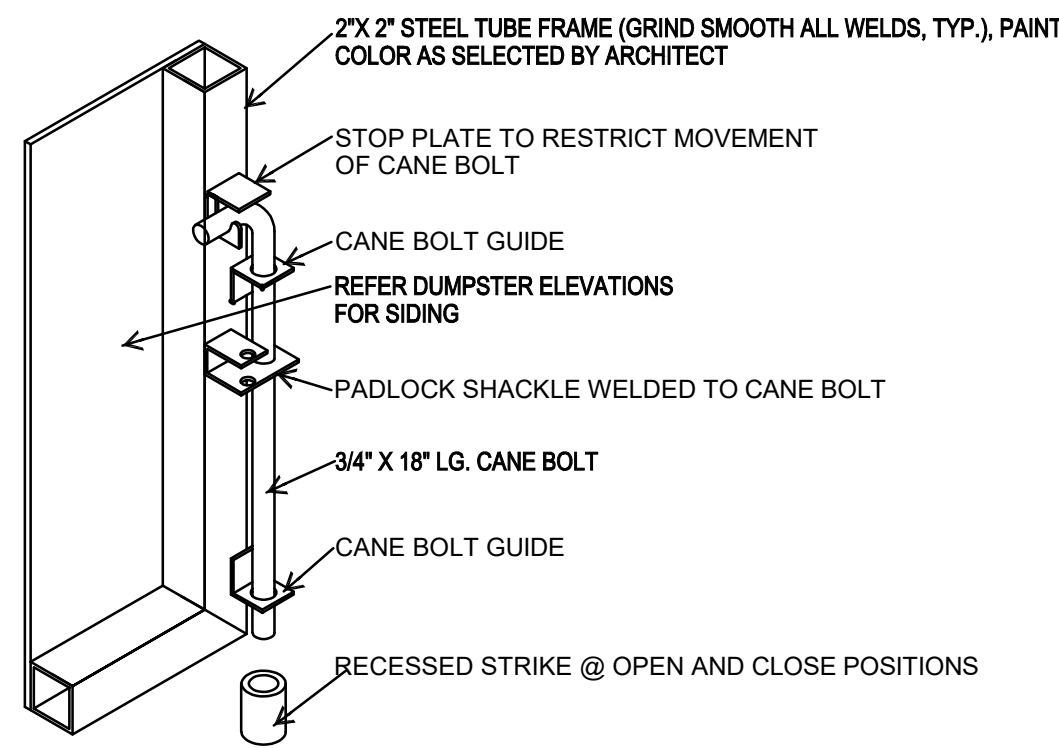
KIDDIE ACADEMY.
EDUCATIONAL CHILD CARE

ELEVATIONS 03.2

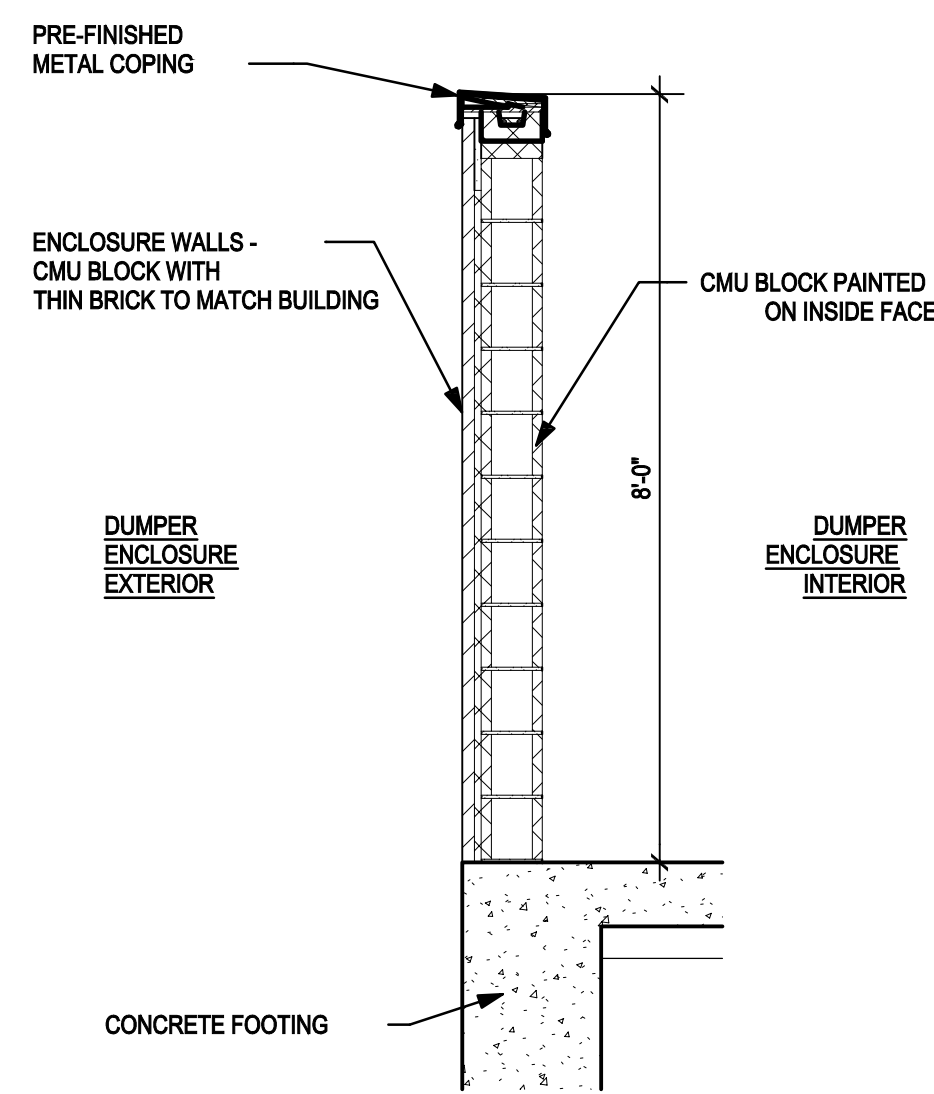
SCALE: 1/16"=1'-0" ■ JOB#: 24044 ■ ISSUE DATE: 12/16/2024
APPROVED BY: _____ DATE: _____

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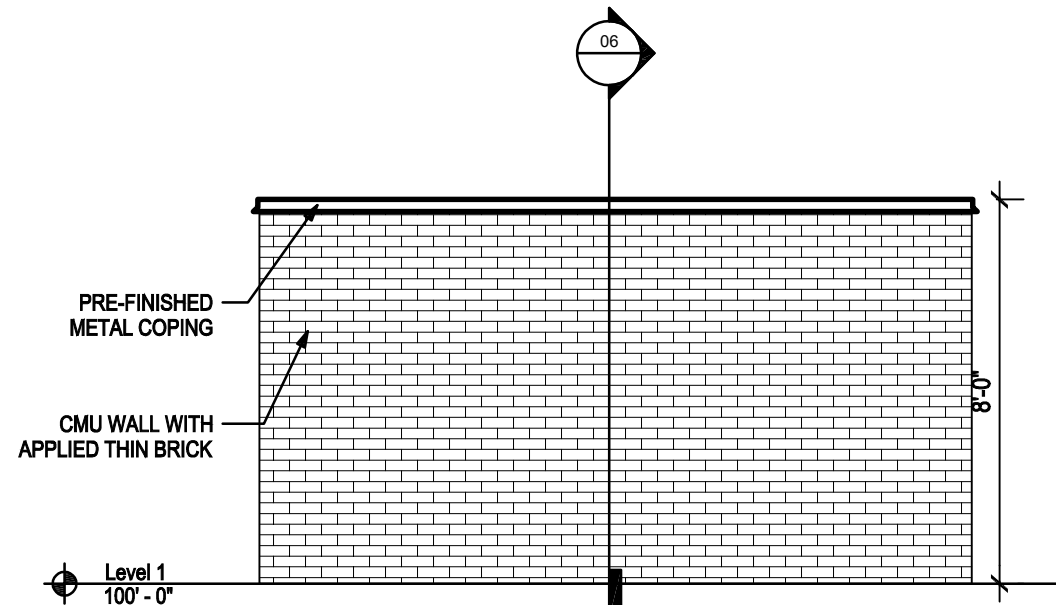




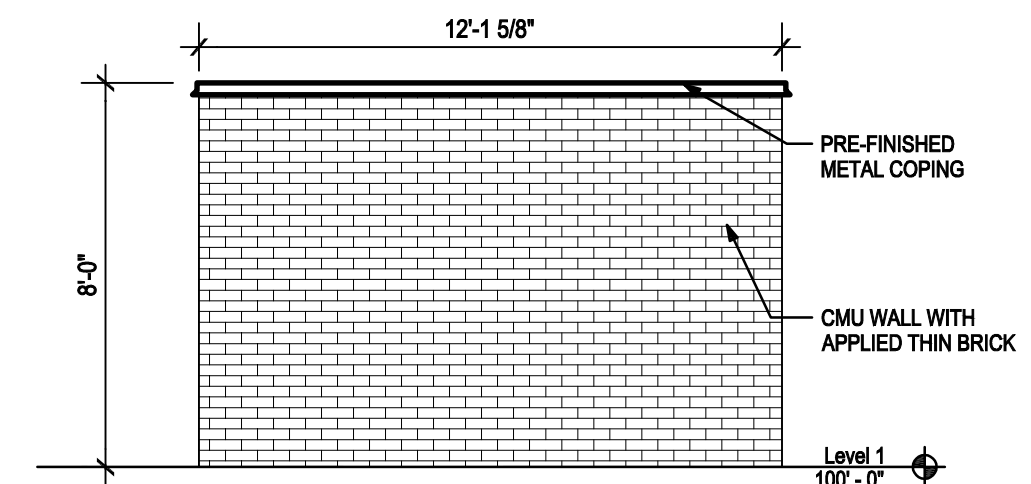
07 CANE BOLT DETAIL
NOT TO SCALE



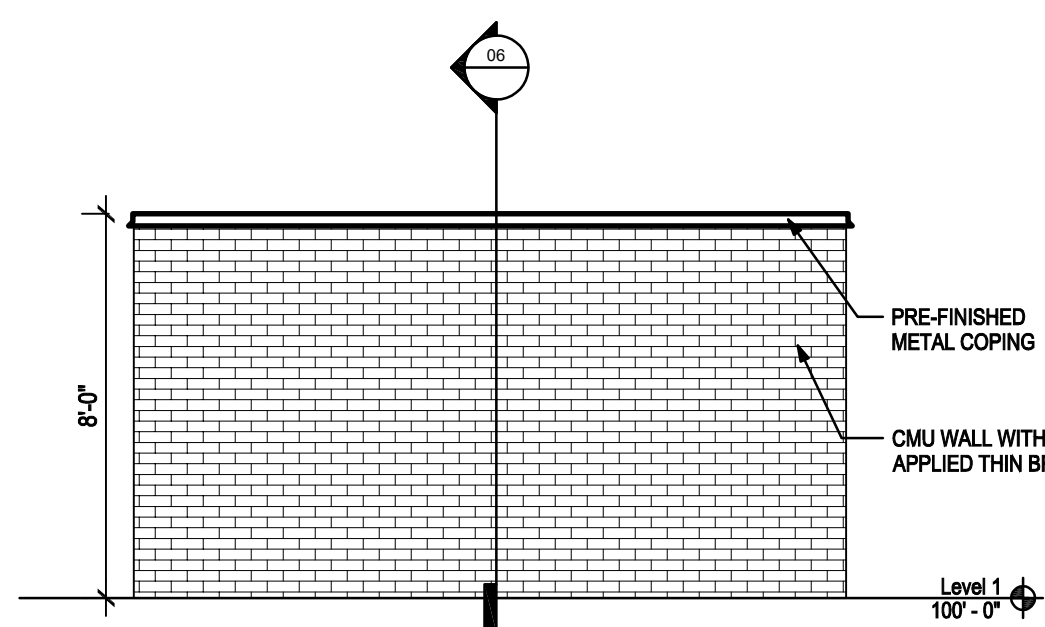
06 WALL SECTION
1/2" = 1'-0"



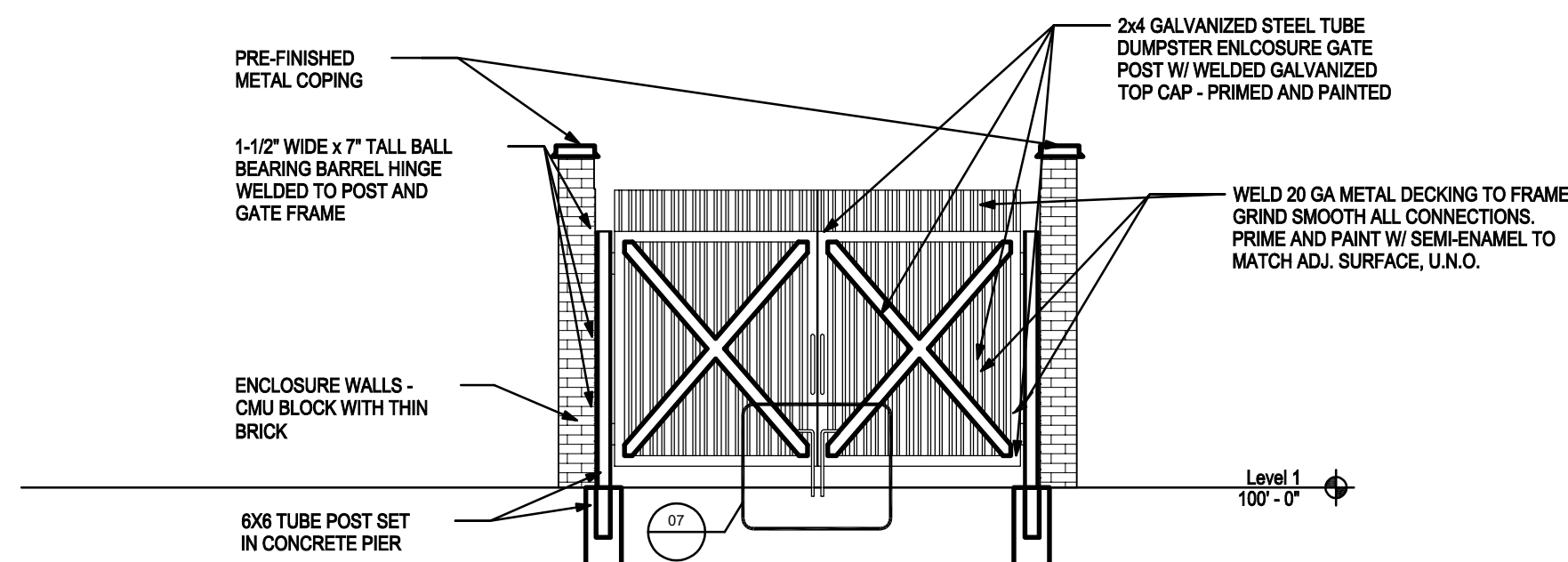
05 DUMPSTER ELEVATION
1/4" = 1'-0"



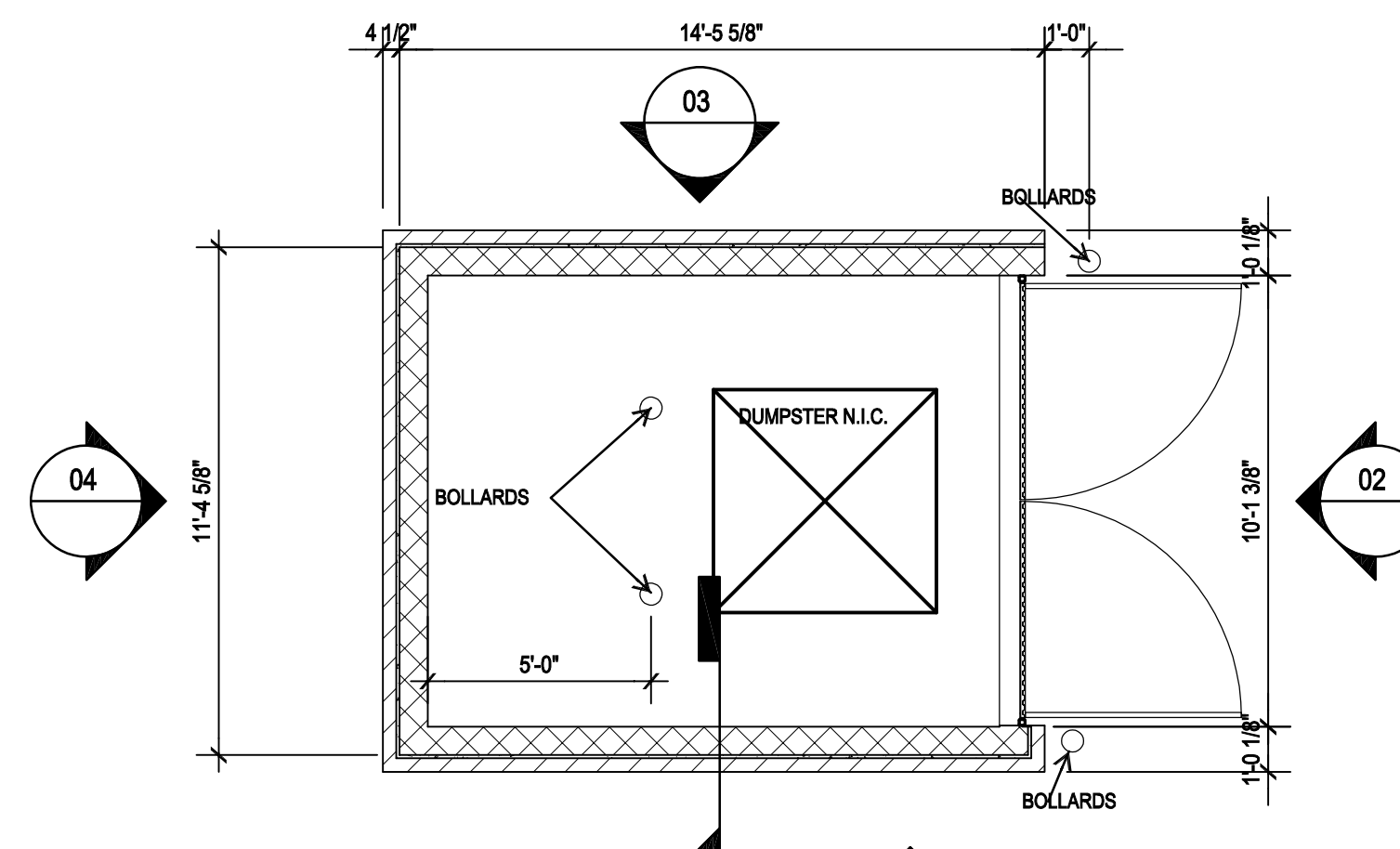
04 DUMPSTER ELEVATION
1/4" = 1'-0"



03 DUMPSTER ELEVATION
1/4" = 1'-0"



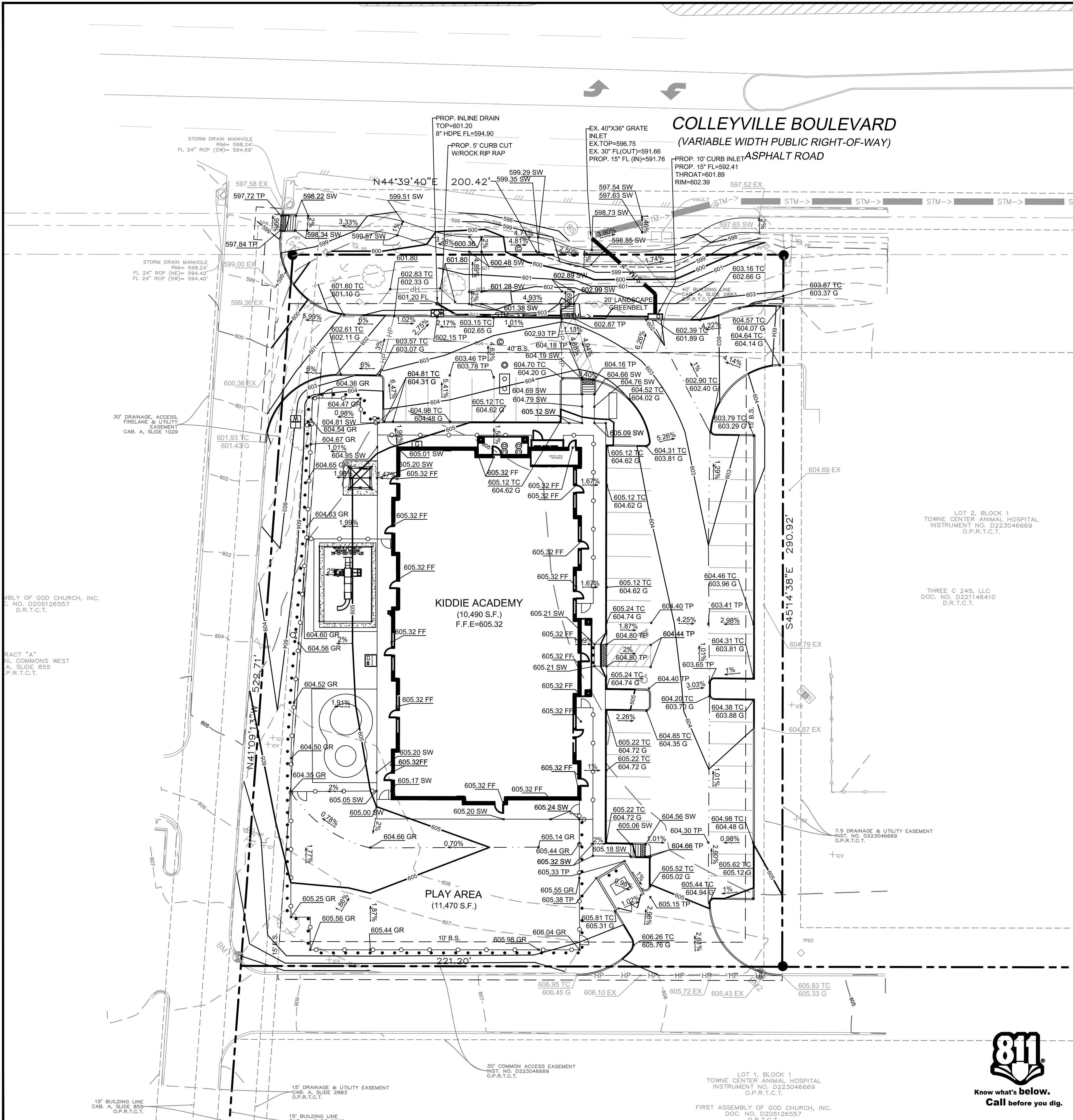
02 DUMPSTER ELEVATION
1/4" = 1'-0"



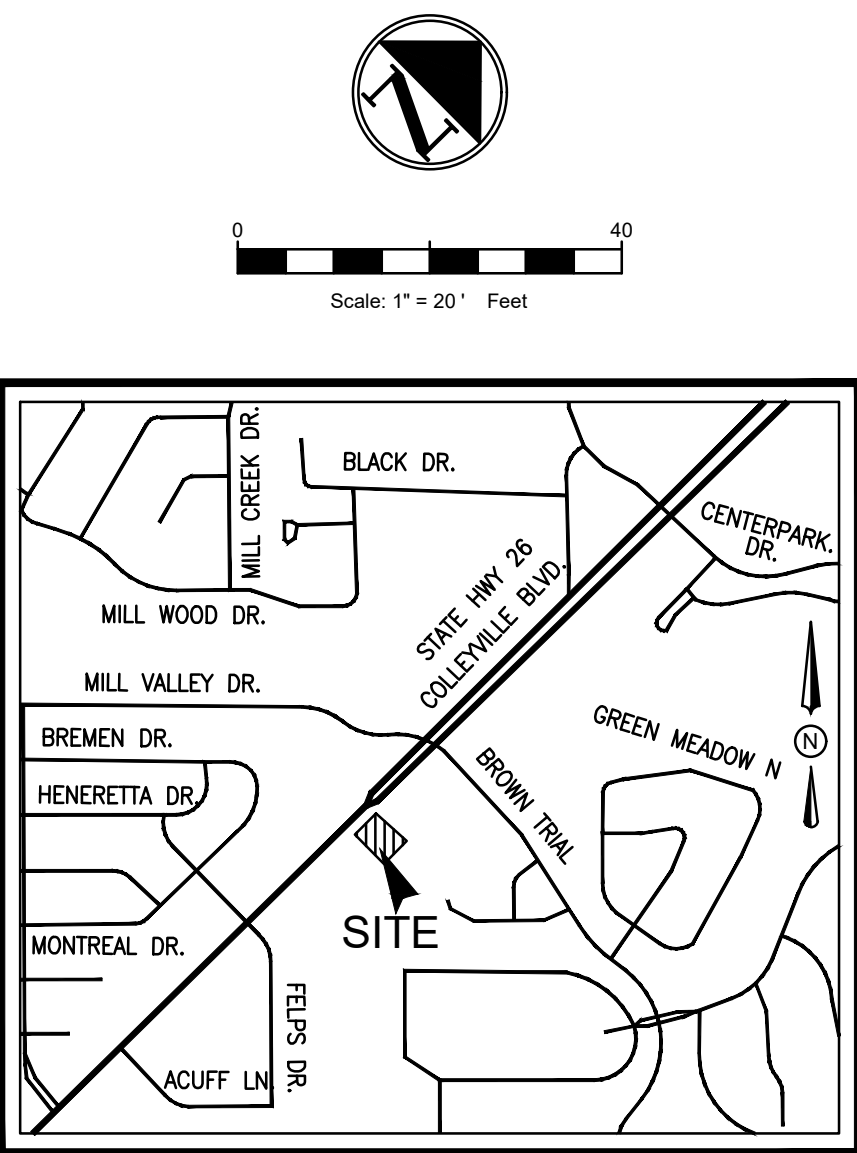
01 DUMPSTER PLAN
1/4" = 1'-0"

STANDARD NOTES

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY PARAPET WALL OR SCREENING WALL. SCREENING WALL SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
3. WHEN PERMITTED EXPOSED UTILITY BOXES & CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY BUILDING INSPECTIONS DIVISION.
5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBILITY REFLECTIVITY OF TEN (10) PERCENT.
6. ANY DEVIATIONS FROM THE APPROVED FACADE PLAN WILL REQUIRE A RE-APPROVAL BY THE TOWN OF COLLEYVILLE.



EXISTING LEGEND		
● 1/2" IR FOUND	IR VALVE	NO PARKING
○ 1/2" IR SET	WATER VALVE	CONCRETE
● 5/8" IR FOUND	FIRE HYDRANT	GRAVEL
● 3/8" IR FOUND	IR VALVE	BRICK
● 60-D NAIL FOUND	UTILITY POLE	STONE
● PK NAIL SET	WATER METER	WOOD DECK
● 1/2" IP FOUND	GAS METER	BUILDING WALL
● X-FOUND	A.C. PAD	TILE
● X-SET	TRANS. BOX	BUILDING LINE
● 1" IR FOUND	GAS MARKER	EASEMENT
● 1" IP FOUND	GUY WIRE ANCHOR	BOUNDARY
● POINT FOR CORNER	OVERHEAD UTILITY LINE	HIGHBANK LINE
■ CON. MONUMENT	BARBED WIRE FENCE	PARKING STRIPE
● 3/4" IP FOUND	IRON FENCE	HANDICAP SPACE
■ TELE. BOX	CHAINLINK FENCE	
■ CABLE BOX	PIPE RAIL FENCE	
■ ELECTRIC BOX	COVERED AREA	
■ BRICK COLUMN	ASPHALT	
■ STONE COLUMN	FIRE LANE STRIPE	
■ STORM DRAIN MH.	BRICK RET. WALL	
■ SAN. SEW. CO.	STONE RET. WALL	
■ BOLLARD POST	CON. RET. WALL	
■ LIGHT POLE		
■ SAN. SEW. MH.		



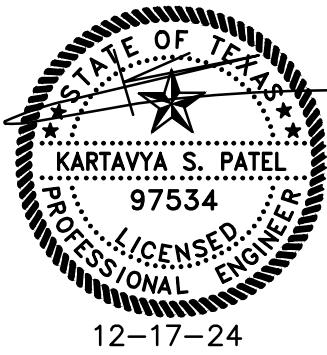
GRADING LEGEND	
EXISTING ELEVATION	464.00 EX
EXISTING MINOR CONTOURS	464
EXISTING MAJOR CONTOURS	465
MINOR CONTOURS	464
MAJOR CONTOURS	465
SWALE	HP
HIGH POINT	HP
STORM PIPE	STM-->
RETAINING WALL	
RIP RAP	
FINISH FLOOR ELEVATION	467.00 FF
TOP OF CURB ELEVATION	466.00 TC
GUTTER ELEVATION	465.50 G
SIDEWALK ELEVATION	465.00 SW
TOP OF PAVEMENT	464.00 TP
GROUND ELEVATION	463.00 GR
DRAINAGE FLOW DIRECTION	1%
CURB INLET	
STORM MANHOLE	
STORM CLEANOUT	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	
SANITARY SEWER DOUBLE CLEANOUT	
SANITARY SEWER SAMPLE PORT	
GREASE TRAP	
DOMESTIC WATER METER	
IRRIGATION METER	
GAS METER	
TRANSFORMER	
LIGHT POLE	
POWER POLE	

BENCHMARKS	
THE BENCHMARKS AND ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAV88) BY USING GPS OBSERVATIONS IN CONJUNCTION WITH THE ALLTERRA RTK NETWORK.	
SHOT CITY BENCHMARKS:	
CITY BENCHMARK ALUMINUM MONUMENT 8 = 596218	
CITY BENCHMARK ALUMINUM MONUMENT 69 = 611.394	
BENCHMARK NO. 1	
FROM THE MOST SOUTHERLY CORNER NORTH 175.92 FEET THENCE WEST 155.75 FEET TO 0" SQUARE CUT X" IN CONCRETE. ELEVATION: 608.11'	
BENCHMARK NO. 2	
FROM THE NORTHERN INTERIOR LOT CORNER SOUTH 8.33 FEET THENCE WEST 4.26 FEET TO 0" SQUARE CUT X" IN CONCRETE. ELEVATION: 605.94'	

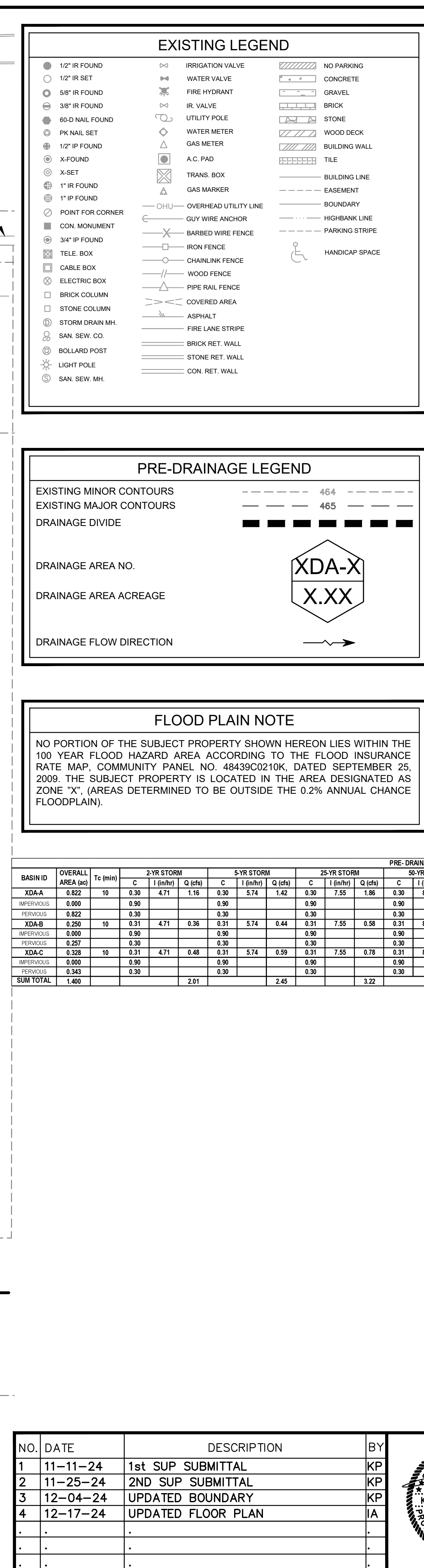
- GRADING GENERAL NOTES**
- ALL SURPLUS EXCAVATION AND WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE HIS SOLE RESPONSIBILITY TO REMOVE SUCH SURPLUS EXCAVATION AND WASTE MATERIAL FROM THE SITE TO A PUBLIC DUMP SITE APPROVED FOR THE DISPOSAL OF SUCH MATERIALS. IF SURPLUS EXCAVATION IS REMOVED FROM THIS SITE TO ANOTHER PROPERTY, IT SHALL BE PLACED ON SUCH PROPERTY WITH THE WRITTEN CONSENT OF THE OWNER(S) OF SUCH PROPERTY. A COPY OF SUCH WRITTEN CONSENT SHALL BE PROVIDED TO THE OWNER. IF THE CONTRACTOR WISHES TO DISPOSE OF SURPLUS EXCAVATION ON-SITE, IT SHALL BE ONLY WITH THE PRIOR APPROVAL OF THE OWNERS PROJECT REPRESENTATIVE AND CARE SHOULD BE TAKEN TO AVOID BLOCKING NATURAL DRAINAGE AND INCREASING STEEP SLOPES. THE CONTRACTOR IS REQUIRED TO PROVIDE HIS OWN STAKING AND TO VERIFY PROJECT ELEVATIONS. "MATCH EXISTING" SHALL BE UNDERSTOOD TO APPLY TO BOTH VERTICAL ELEVATION AND HORIZONTAL ALIGNMENT.
 - THE CONTRACTOR SHALL PREPARE ALL LANDSCAPE AREAS INCLUDING STREET RIGHT-OF-WAY AREAS TO AN ACCEPTABLE SUBGRADE CONDITION IN ACCORDANCE WITH THE LANDSCAPE PLANS. IF THE CONTRACTOR IS NOT EMPLOYED TO PROVIDE AND INSTALL LANDSCAPING, HE SHALL PREPARE A FINISHED AND COMPACTED SUB-GRADE IN THE LANDSCAPING AREAS.
 - NO SLOPES TO EXCEED 3H:1V WITHOUT SLOPE STABILIZATION.



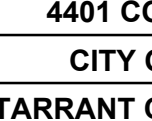
NO.	DATE	DESCRIPTION	BY
1	11-11-24	1st SUP SUBMITTAL	KP
2	11-25-24	2ND SUP SUBMITTAL	KP
3	12-04-24	UPDATED BOUNDARY	KP
4	12-17-24	UPDATED FLOOR PLAN	IA
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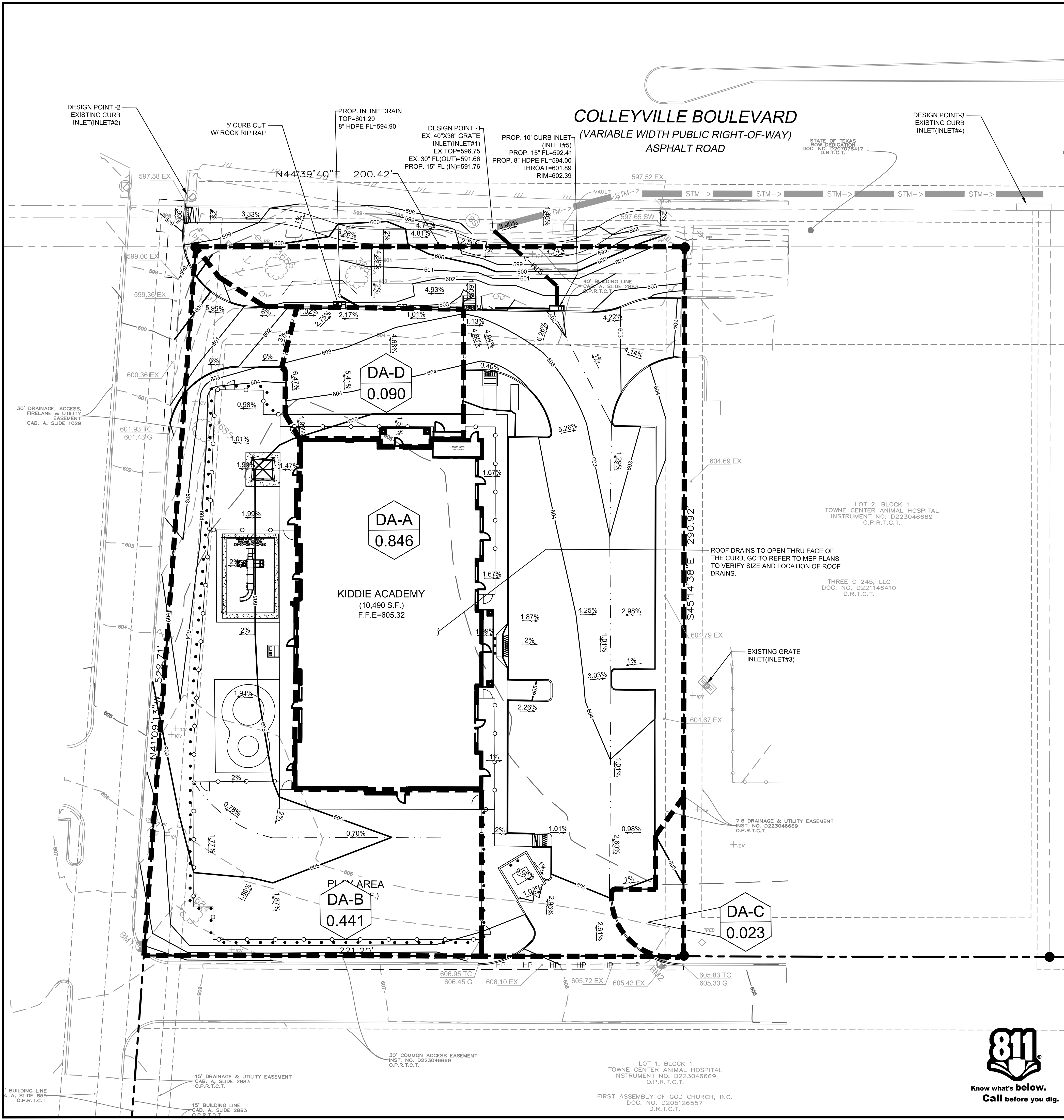


GRADING PLAN					
KIDDIE ACADEMY					
4401 COLLEYVILLE BLVD.					
CITY OF COLLEYVILLE					
TARRANT COUNTY, TEXAS 76034					
TOWNE CENTER ANIMAL HOSPITAL, BLOCK 1, LOT 1					
T: 469.331.8566 F: 469.213.7145 E: info@triangle-engr.com					
W: triangle-engr.com O: 1782 W. McDermott Drive, Allen, TX 75013					
Planning	Civil Engineering	Construction Management			
P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	IA	10-29-24	SCALE BAR	111-24	C-4.0
TX. P.E. FIRM #11525					



PRE-DRAINAGE AREAS																		REMARKS
BASIN ID	OVERALL AREA (ac)	Tc (min)	2-YR STORM		5-YR STORM		25-YR STORM		50-YR STORM		100-YR STORM							
			C	I (in/hr)	Q (cfs)	C	I (in/hr)	Q (cfs)	C	I (in/hr)	Q (cfs)	C	I (in/hr)	Q (cfs)				
XDA-A	0.822	10	0.30	4.71	1.16	0.30	5.74	1.42	0.30	7.55	1.86	0.30	8.34	2.06	0.30	9.24	2.28	SHEET FLOWS TO COLLEYVILLE BLVD. AND DRAINS TO CURB INLET (INLET#1)
IMPERVIOUS	0.000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
PERMEOUS	0.822		0.30		0.30	0.30		0.30	0.30		0.30	0.30		0.30	0.30			
XDA-B	0.250	10	0.31	4.71	0.36	0.31	5.74	0.44	0.31	7.55	0.58	0.31	8.34	0.64	0.31	9.24	0.71	SHEET FLOWS TO EXISTING CURB INLET (INLET#2)
IMPERVIOUS	0.000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
PERMEOUS	0.250		0.30		0.30	0.30		0.30	0.30		0.30	0.30		0.30	0.30			
XDA-C	0.328	10	0.31	4.71	0.48	0.31	5.74	0.59	0.31	7.55	0.78	0.31	8.34	0.86	0.31	9.24	0.95	SHEET FLOWS TO EXISTING GRATE INLET (INLET#3) AND EVENTUALLY DRAINS TO COLLEYVILLE BLVD TO CURB INLET (INLET#4)
IMPERVIOUS	0.000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
PERMEOUS	0.328		0.30		0.30	0.30		0.30	0.30		0.30	0.30		0.30	0.30			
SUB TOTAL					2.94		2.45		3.22		3.66		3.66		3.66		3.64	

PRE-DRAINAGE PLAN					
KIDDIE ACADEMY					
4401 COLLEYVILLE BLVD.					
CITY OF COLLEYVILLE					
TARRANT COUNTY, TEXAS 76034					
TOWNE CENTER ANIMAL HOSPITAL, BLOCK 1, LOT 1					
					
T: 480.331.8566 F: 480.213.7445 E: info@triangle-engr.com W: triangle-engr.com LO: 1782 W. McDermott Drive, Allen, TX 75013					
Planning Civil Engineering Construction Management					
P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	IA	10-29-24	SEE SCALE BAR	111-24	
TX. P.E. FIRM #11525					C-5.0



EXISTING LEGEND		
● 1/2" IR FOUND	○ 1/2" IR SET	○ 5/8" IR FOUND
○ 3/8" IR FOUND	○ 60-D NAIL FOUND	○ PK NAIL SET
○ 1/2" IP FOUND	○ X-FOUND	○ 1" IR FOUND
○ 1" IP FOUND	○ POINT FOR CORNER	■ CON. MONUMENT
■ TELE. BOX	■ CABLE BOX	■ ELECTRIC BOX
■ BRICK COLUMN	■ STONE COLUMN	■ STORM DRAIN MH
■ SAN. SEW. CO.	■ BOLLARD POST	■ LIGHT POLE
■ SAN. SEW. MH	○ IRRIGATION VALVE	○ WATER VALVE
○ FIRE HYDRANT	○ IR. VALVE	○ UTILITY POLE
○ WATER METER	○ GAS METER	○ A.C. PAD
○ TRANS. BOX	○ GAS MARKER	○ OVERHEAD UTILITY LINE
○ GUY WIRE ANCHOR	○ BARBED WIRE FENCE	○ IRON FENCE
○ CHAINLINK FENCE	○ WOOD FENCE	○ PIPE RAIL FENCE
○ COVERED AREA	○ ASPHALT	○ FIRE LANE STRIPE
○ BRICK RET. WALL	○ STONE RET. WALL	○ CON. RET. WALL
○ NO PARKING	○ CONCRETE	○ GRAVEL
○ BRICK	○ STONE	○ WOOD DECK
○ BUILDING WALL	○ TILE	○ BUILDING LINE
○ EASEMENT	○ BOUNDARY	○ HIGHBANK LINE
○ PARKING STRIPE	○ HANDICAP SPACE	

POST-DRAINAGE LEGEND		
EXISTING MINOR CONTOURS	---	464
EXISTING MAJOR CONTOURS	---	465
MINOR CONTOURS	---	464
MAJOR CONTOURS	---	465
DRAINAGE DIVIDE	---	HP
HIGH POINT	HP	HP
DRAINAGE AREA NO.	DA-X	X.XX
DRAINAGE AREA ACREAGE		
DRAINAGE FLOW DIRECTION	1%	

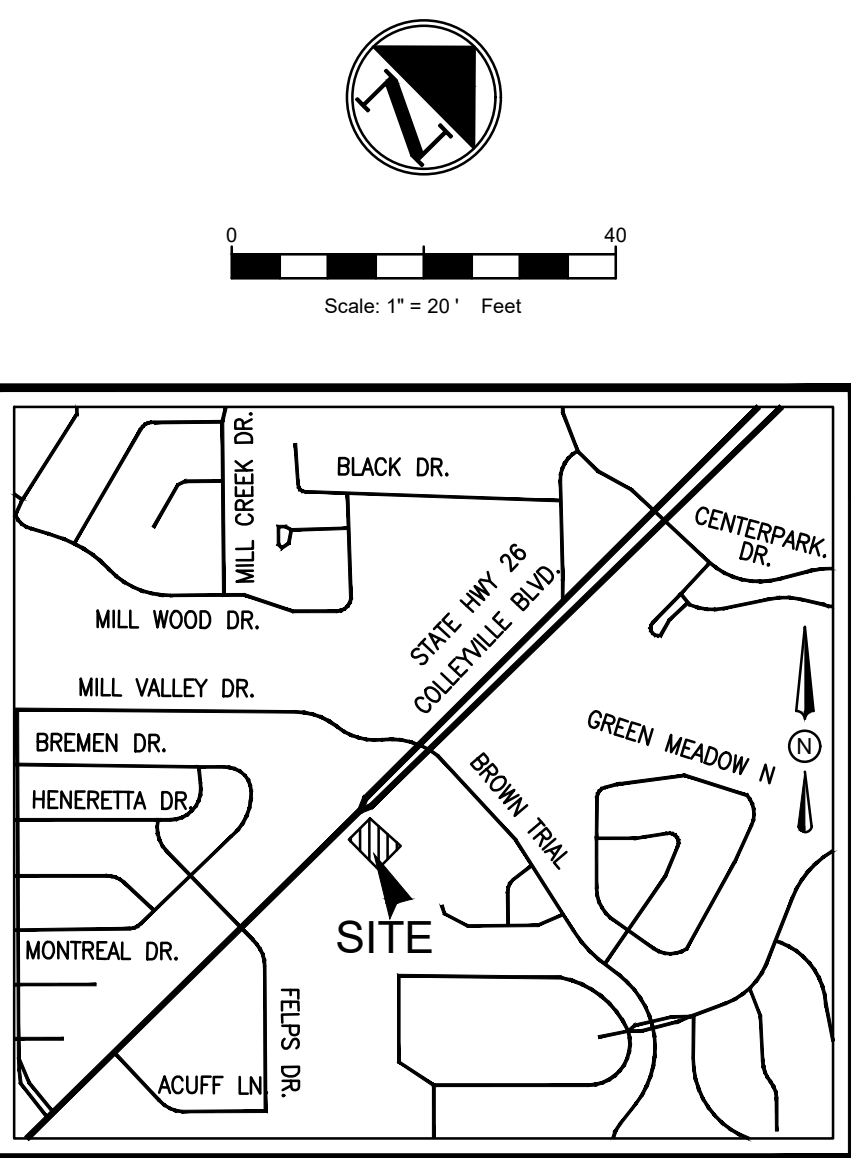
FLOOD PLAIN NOTE

NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48439C0210K, DATED SEPTEMBER 25, 2009. THE SUBJECT PROPERTY IS LOCATED IN THE AREA DESIGNATED AS ZONE "X". (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

BASIN ID	OVERALL AREA (ac)	Tc (min)	2-YR STORM			5-YR STORM			25-YR STORM			50-YR STORM			100-YR STORM			REMARKS
			C	I (in/hr)	Q (cfs)	C	I (in/hr)	Q (cfs)	C	I (in/hr)	Q (cfs)	C	I (in/hr)	Q (cfs)	C	I (in/hr)	Q (cfs)	
DA-A	0.850	10	0.76	4.71	3.05	0.76	5.74	3.72	0.76	7.55	4.89	0.76	8.34	5.40	0.76	9.24	5.98	SHEET FLOWS TO PROP. CURB INLET(INLET#3) AND DRAINS TO EX. GRATE INLET(INLET#1)
PERVIOUS	0.654					0.90						0.90			0.90			
PERVIOUS	0.190					0.30						0.30			0.30			
DA-B	0.457	10	0.44	4.71	0.95	0.44	5.74	1.16	0.44	7.55	1.53	0.44	8.34	1.69	0.44	9.24	1.87	SHEET FLOWS TO EXISTING CURB INLET (INLET#2)
PERVIOUS	0.196					0.90						0.90			0.90			
PERVIOUS	0.048					0.30						0.30			0.30			
DA-C	0.025	10	0.30	4.71	0.04	0.30	5.74	0.04	0.30	7.55	0.06	0.30	8.34	0.06	0.30	9.24	0.07	SHEET FLOWS TO EXISTING GRATE INLET (INLET#3) AND EVENTUALLY DRAINS TO COLLEYVILLE BLVD TO EX. CURB INLET (INLET#4)
PERVIOUS	0.000					0.90						0.90			0.90			
PERVIOUS	0.025					0.30						0.30			0.30			
DA-D	0.086	10	0.90	4.71	0.28	0.90	5.74	0.34	0.90	7.55	0.44	0.90	8.34	0.49	0.90	9.24	0.54	SHEET FLOWS TO NORTH EAST TO EX. CURB INLET ALONG BROWN TRAIL
PERVIOUS	0.065					0.90						0.90			0.90			
PERVIOUS	0.000					0.30						0.30			0.30			
DA-E	0.090	10	0.90	4.71	0.38	0.90	5.74	0.46	0.90	7.55	0.61	0.90	8.34	0.68	0.90	9.24	0.75	SHEET FLOWS TO PROP. INLINE DRAIN AND EVENTUALLY DRAINS TO EX. GRATE INLET(INLET#1)
PERVIOUS	0.065					0.90						0.90			0.90			
PERVIOUS	0.000					0.30						0.30			0.30			
SUM TOTAL	1.487				4.69		5.72			7.53			8.31			9.21		

STORM SYSTEM				
DESIGN POINT	DOWNSTREAM DESCRIPTION	PIPE CAPACITY (CFS)	EXISTING RUNOFF IN THE PIPE SYSTEM(CFS)	EXISTING 100 YR FLOW FROM SITE (CFS)
1	30" RCP @0.90%	42	29	2.28
2	24" RCP			0.71
3	36" RCP @1.23%	73.97	51	0.95

NOTE: REFERENCE STATE PROJECT NO. STP 2014(154)TE, ETC. CSJ — 0363—01—139 SH 26. PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT SH26, DATED 11/20/2015 FOR THE EXISTING STORM DRAIN. SEE SHEETS 334, 341, 352, 360 AND 381 FOR APPLICABLE INFORMATION ON LINE "C-2". THE EXISTING SYSTEM HAS CAPACITY FOR THE PROPOSED DEVELOPMENT USING 100 YR TXDOT DRAINAGE CRITERIA.



VICINITY MAP
N.T.S.

POST-DRAINAGE PLAN

KIDDLE ACADEMY

4401 COLLEYVILLE BLVD.

CITY OF COLLEYVILLE

TARRANT COUNTY, TEXAS 76034

TOWNE CENTER ANIMAL HOSPITAL, BLOCK 1, LOT 1

TRIANGLE ENGINEERING LLC

T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

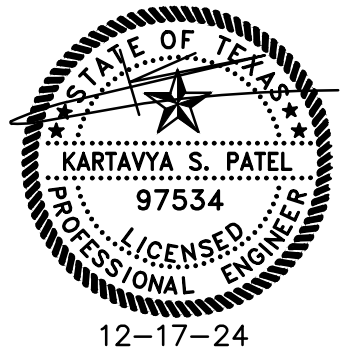
Planning | Civil Engineering | Construction Management

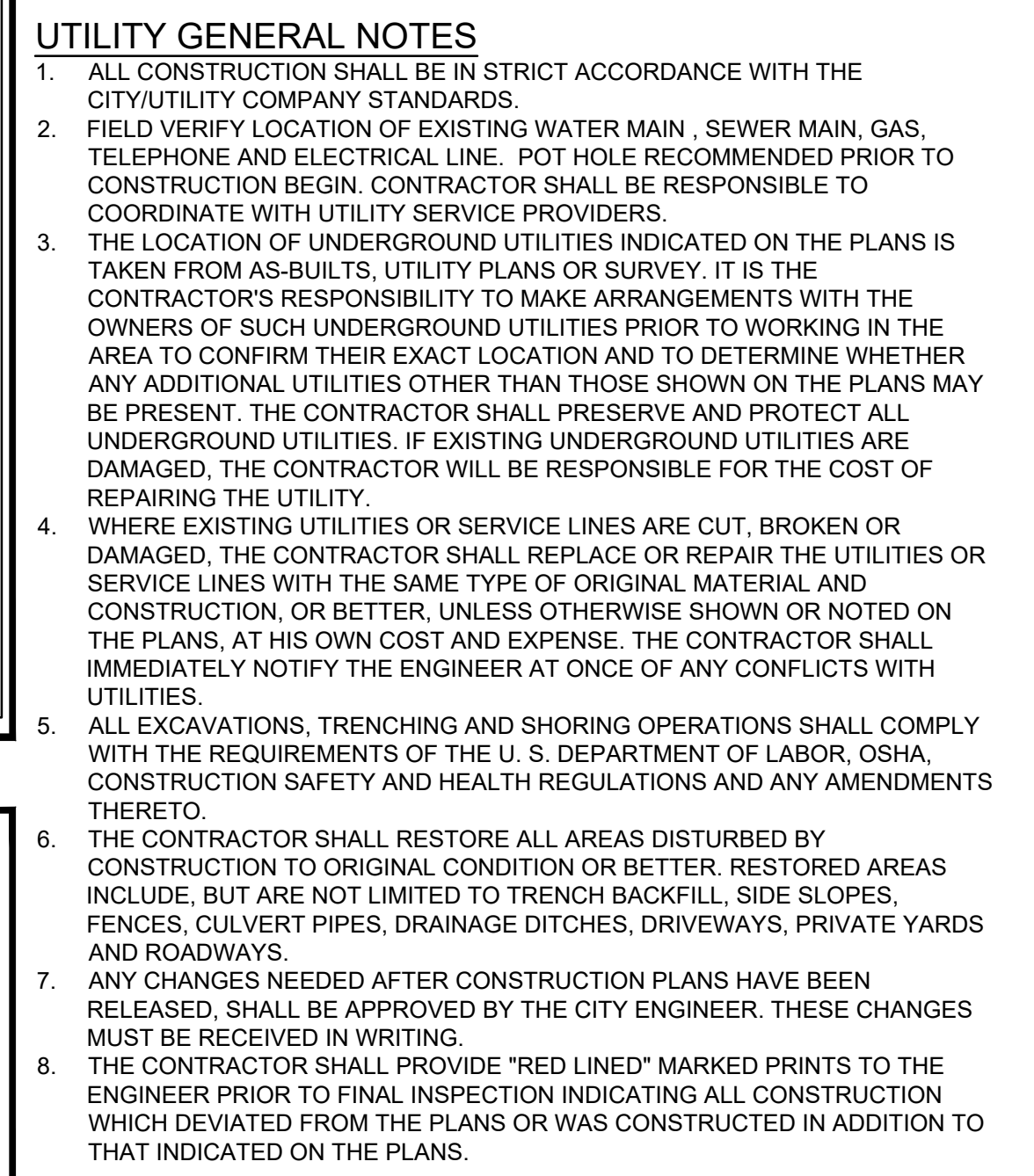
P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	IA	10-29-24	SCALE BAR	111-24	C-6.0

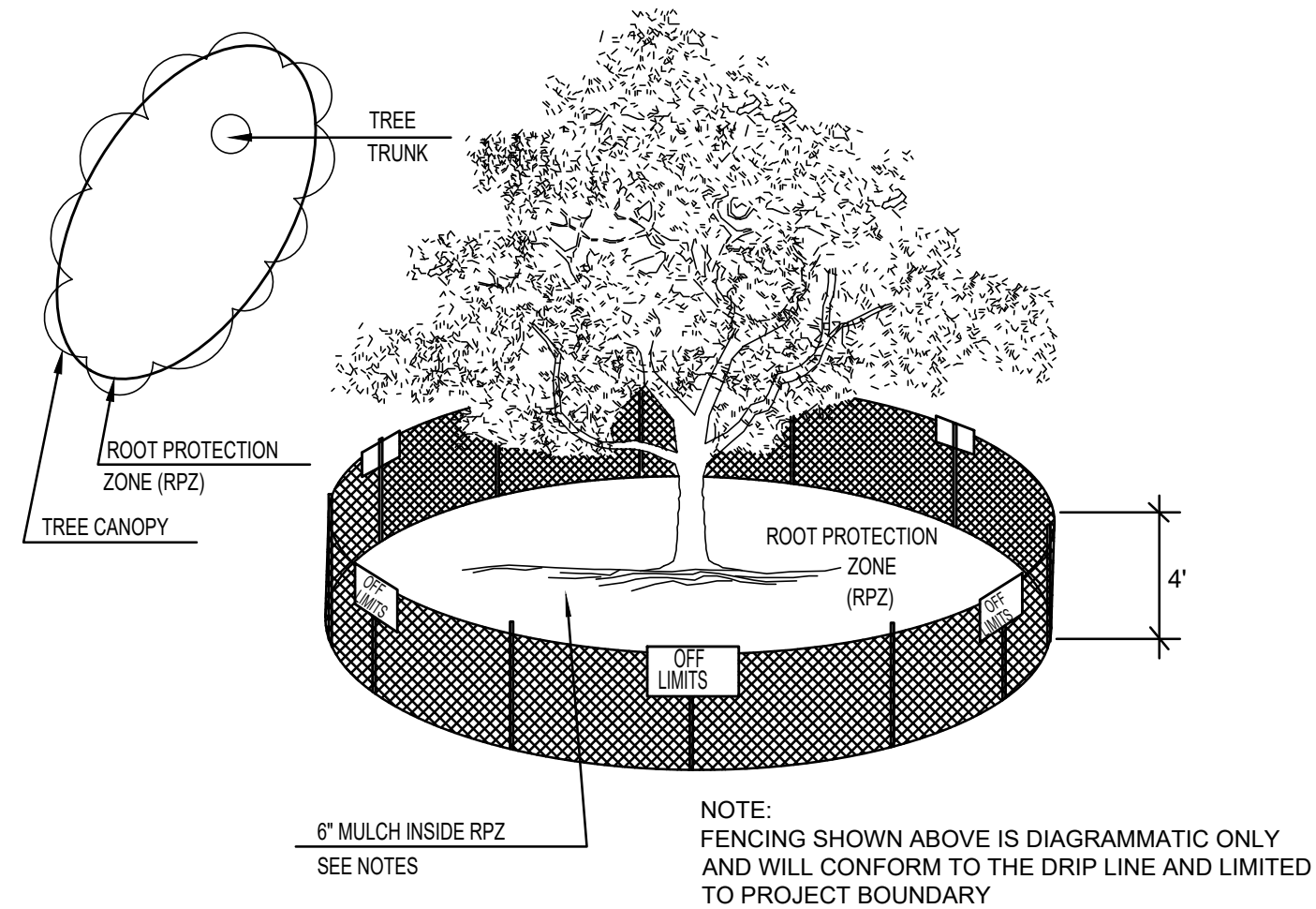
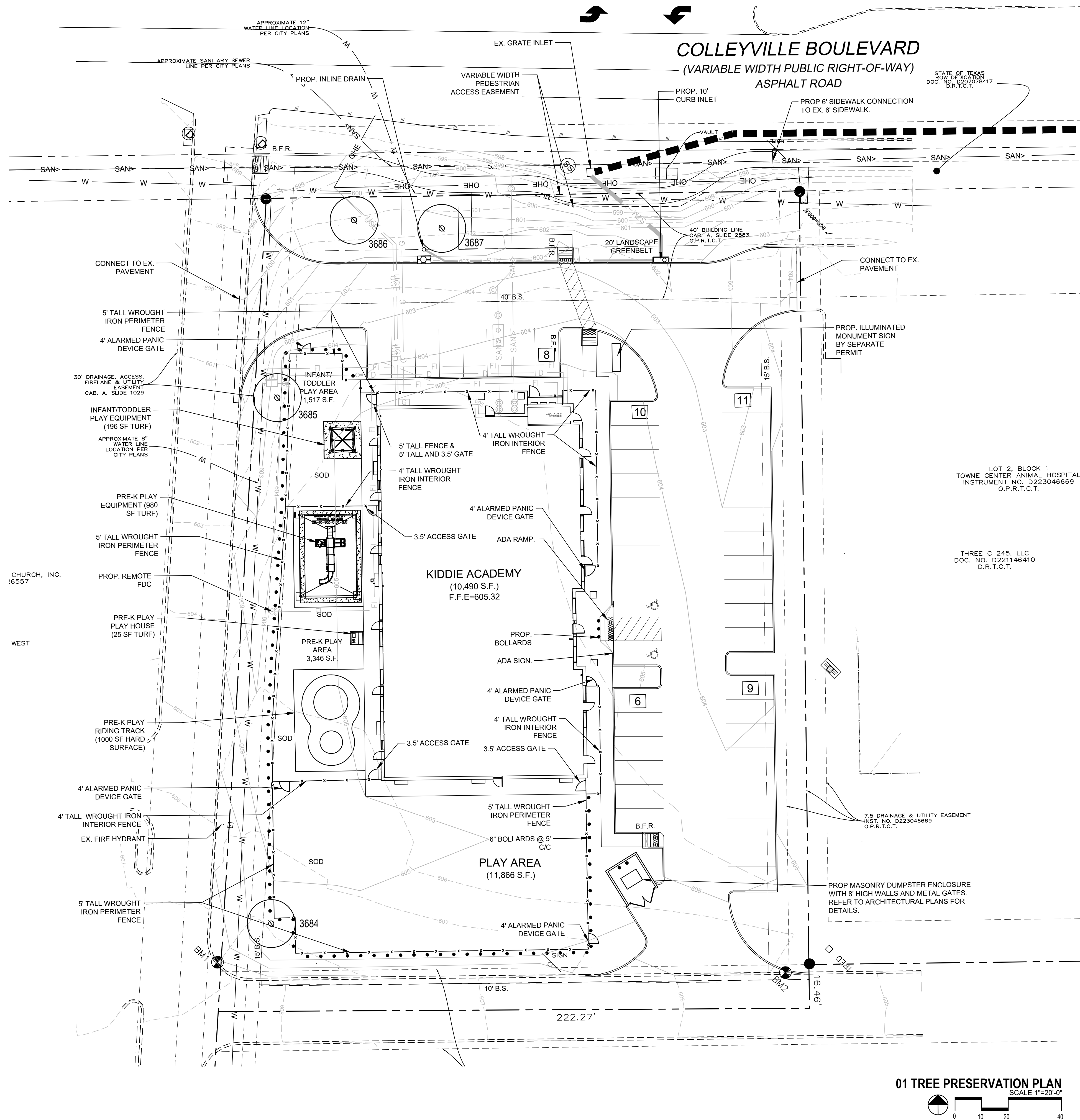
TX. P.E. FIRM #11525



NO.	DATE	DESCRIPTION	BY
1	11-11-24	1st SUP SUBMITTAL	KP
2	11-25-24	2ND SUP SUBMITTAL	KP
3	12-04-24	UPDATED BOUNDARY	KP
4	12-17-24	UPDATED FLOOR PLAN	IA







01 TREE PROTECTION FENCE A
NOT TO SCALE

EXISTING TREE NOTES

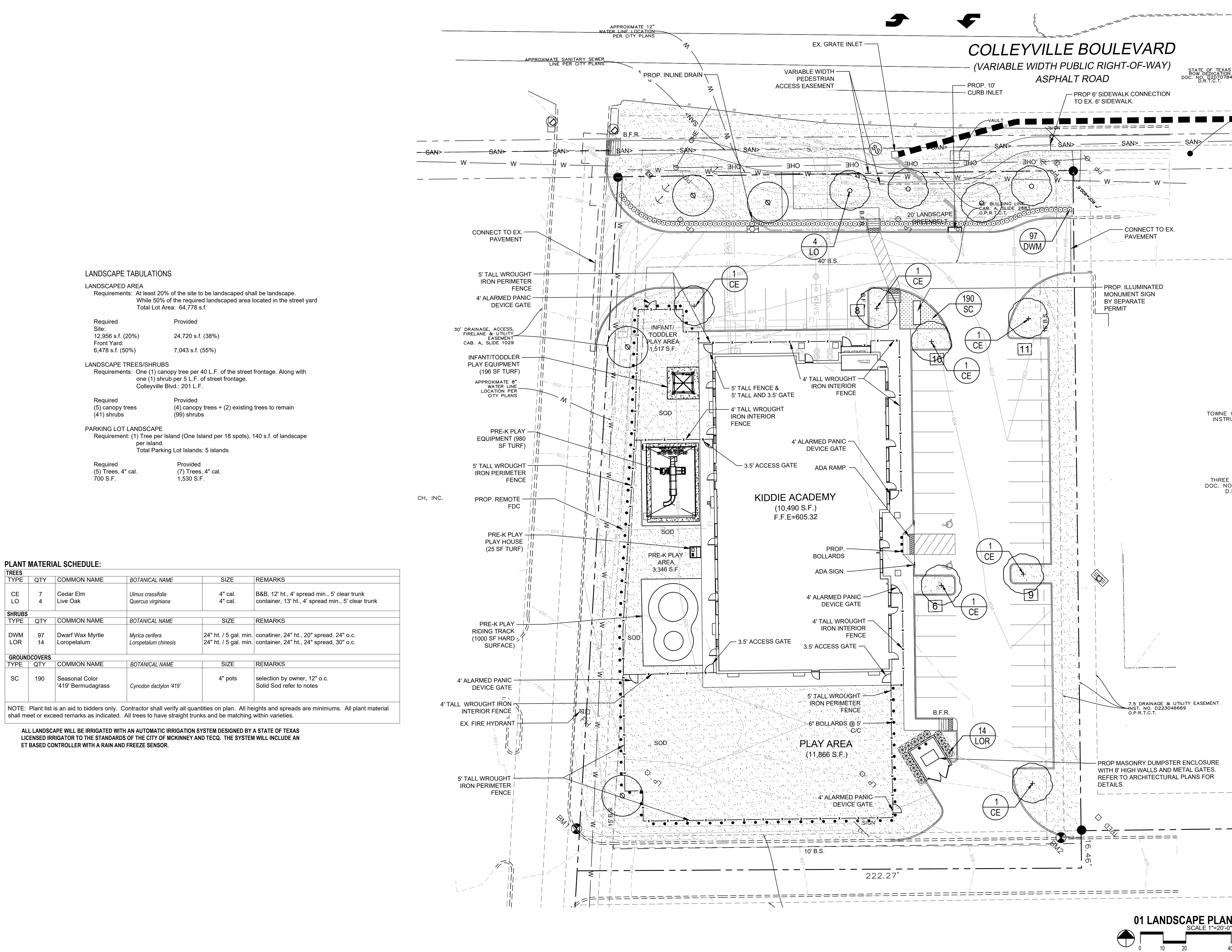
- Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.
- If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.
- No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.
- Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.
- Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.
- Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
- Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.
- Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
- Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.
- Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4) feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.
- Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4) foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).
- Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).
- Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.

EXISTING TREE LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01L1.00

TREE MITIGATION SCHEDULE

TREE NO.	DIA "	SPECIES	PROTECTED/UNPROTECTED	PRESERVATION/REMOVAL	CONDITION	MITIGATION
3684	8	Oak	PROTECTED	To Remain	HEALTHY	
3685	20	Bradford Pear	PROTECTED	To Remain	HEALTHY	
3686	12	Oak	PROTECTED	To Remain	HEALTHY	
3687	18	Bradford Pear	PROTECTED	To Remain	HEALTHY	



LANDSCAPE TABULATIONS

LANDSCAPED AREA
Requirements: At least 20% of the site to be landscaped shall be landscape.
While 50% of the required landscaped area located in the street yard
Total Lot Area: 64,778 s.f.

Required	Provided
Site:	
12,958 s.f. (20%)	24,720 s.f. (38%)
Front Yard:	
6,478 s.f. (50%)	7,043 s.f. (55%)

LANDSCAPE TREES/SHRUBS
Requirements: One (1) canopy tree per 40 L.F. of the street frontage. Along with one (1) shrub per 5 L.F. of street frontage.
Colleyville Blvd.: 201 L.F.

Required	Provided
(5) canopy trees	(4) canopy trees + (2) existing trees to remain
(41) shrubs	(99) shrubs

PARKING LOT LANDSCAPE
Requirement: (1) Tree per Island (One Island per 18 spots), 140 s.f. of landscape per island.
Total Parking Lot Islands: 5 islands

Required	Provided
(5) Trees, 4" cal.	(7) Trees, 4" cal.
700 S.F.	1,530 S.F.

PLANT MATERIAL SCHEDULE:

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	7	Cedar Elm	<i>Ulmus crassifolia</i>	4" cal.	B&B, 12' ht., 4' spread min., 5' clear trunk
LO	4	Live Oak	<i>Quercus virginiana</i>	4" cal.	
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DWM	97	Dwarf Wax Myrtle	<i>Myrica cerifera</i>	24" ht. / 5 gal. min.	container, 24" ht., 20" spread, 24" o.c.
LOR	14	Loropetalum	<i>Loropetalum chinensis</i>	24" ht. / 5 gal. min.	container, 24" ht., 24" spread, 30" o.c.
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	190	Seasonal Color '419' Bermudagrass	<i>Cynodon dactylon</i> '419'	4" pots	selection by owner, 12" o.c. Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

ALL LANDSCAPE WILL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM DESIGNED BY A STATE OF TEXAS LICENSED IRRIGATOR TO THE STANDARDS OF THE CITY OF MCKINNEY AND TECQ. THE SYSTEM WILL INCLUDE AN ET BASED CONTROLLER WITH A RAIN AND FREEZE SENSOR.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.



LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448

CHRIS@STUDIOGREENSPOT.COM



11.25.2024

KIDDIE ACADEMY
COLLEYVILLE BLVD.
COLLEYVILLE, TEXAS

ISSUE:

FOR APPROVAL 11.07.2024
CITY COMMENTS 11.25.2024

DATE:

11.25.2024

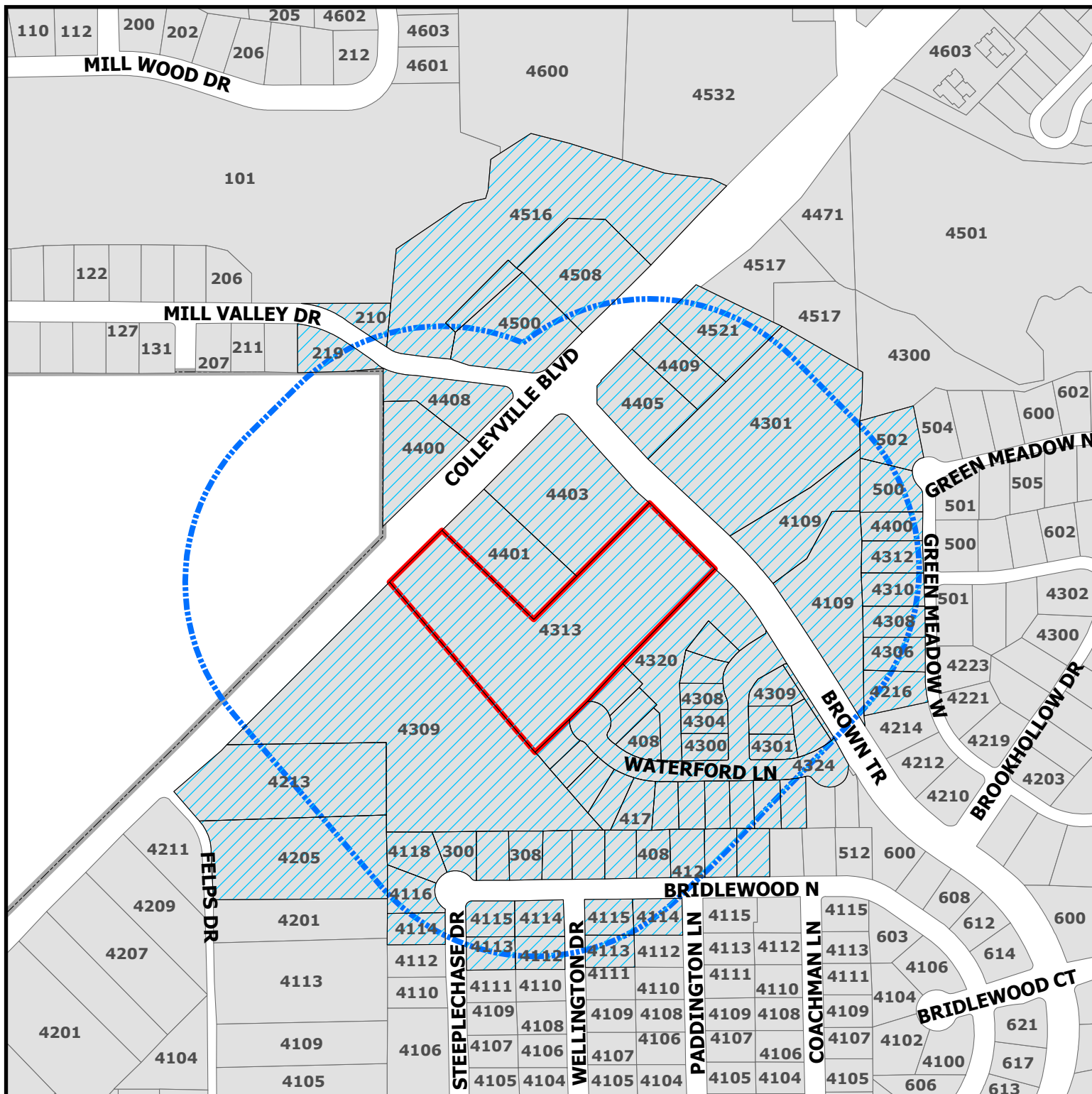
SHEET NAME:

LANDSCAPE PLAN

SHEET NUMBER:

L.2

Notification Map

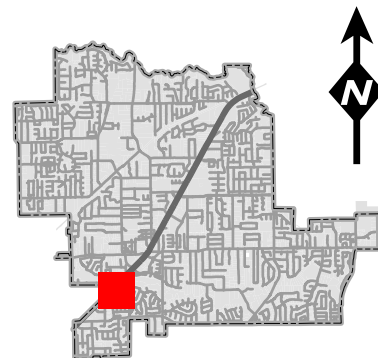


ZC24-028

4313 Colleyville Blvd

DISCLAIMER:
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-  Parcels to be notified
-  Buffer
-  Subject Property





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Addr»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, December 9, 2024 at 7:00 p.m.
City Council Meetings: Tuesday, January 7, 2025 & Wednesday, January 22, 2025 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 a Daycare Center on a portion of Lot 1, Block 1, Towne Center Animal Hospital. The request is to allow for a new daycare business known as Kiddie Academy.

Zoning Case: ZC24-028

Applicant: Isha Adhikari

Owner: First Assembly of God CH Inc.

Location: 4313 Colleyville Boulevard

Property Description: Lot 1, Block 1, Towne Center

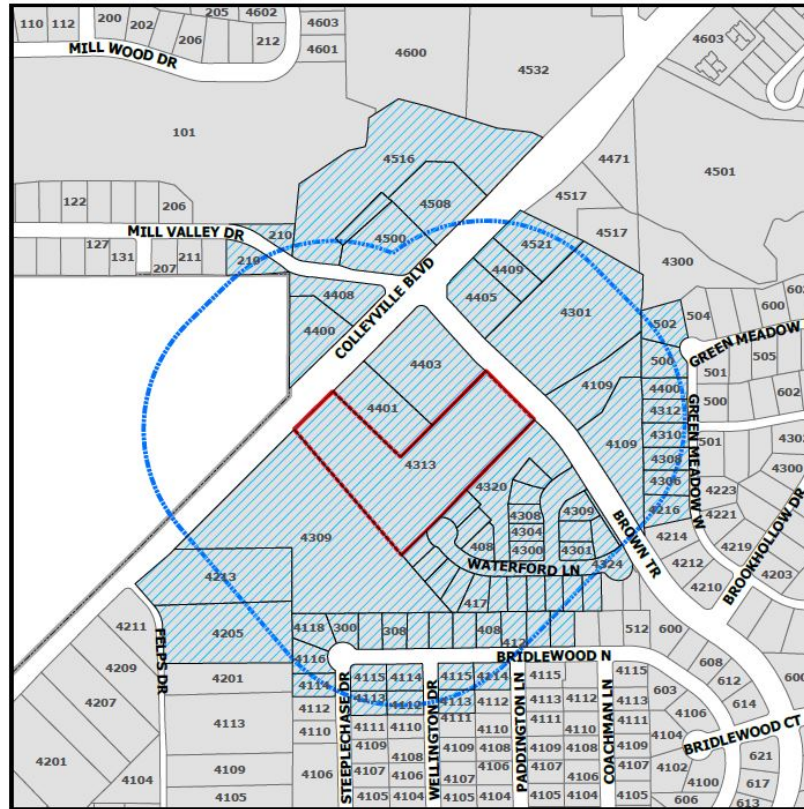
Present Zoning: CC-2 Shopping Center

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:

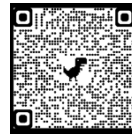
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com

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.

Christopher Pham

Christopher Pham
Planner

Owner_Name	Situs_Addr
PAACASI LLC	4408 COLLEYVILLE BLVD
AAIRYA REALITY LLC	4400 COLLEYVILLE BLVD
BENCHMARK AMERICAN HOMES LLC	4213 COLLEYVILLE BLVD
KNIGHT, STEVEN	4205 FELPS DR
FIRST ASSEMBLY OF GOD CH INC	4309 COLLEYVILLE BLVD
JOHNSON, RANDAL D	219 MILL VALLEY DR
RETAIL BUILDINGS INC	4500 COLLEYVILLE BLVD
2102 EMPIRE CENTRAL LLC	4508 COLLEYVILLE BLVD
BRANSFORD PARKLAND TRUST	4516 COLLEYVILLE BLVD
PUCKETT, TERRY	4114 STEEPLECHASE DR
HOELSCHER, KEVIN	4116 STEEPLECHASE DR
WIEGMANN, PAULA L	4118 STEEPLECHASE DR
TOWNE, JEFFREY	300 BRIDLEWOOD N
MICHAEL D PHELPS AND KAREN D PHELPS REVOCABLE	304 BRIDLEWOOD N
SMART, ROBERT	308 BRIDLEWOOD N
BALLARD, JASON	312 BRIDLEWOOD N
SPRANG, CHRIS I	400 BRIDLEWOOD N
ELLIS, EVA F	404 BRIDLEWOOD N
DUFF, JOEL B	408 BRIDLEWOOD N
ERENCE, JULIE	412 BRIDLEWOOD N
KANDIMALLA, RAM	416 BRIDLEWOOD N
HENARY, ATEF H	500 BRIDLEWOOD N
SHAIKH, SAJID	4112 WELLINGTON DR
SNELL, MATTHEW	4113 STEEPLECHASE DR
REID, JAMES R	4115 STEEPLECHASE DR
HOBBS, REASHA	4114 WELLINGTON DR
MINGENBACK, MATTHEW	4113 WELLINGTON DR
SANTOSA, TERESA	4115 WELLINGTON DR
MERKLE, MARILEONE	4114 PADDINGTON LN
SCHRIMSHER, FREDERICK	500 GREEN MEADOW N
GHORMLEY, JAMES G	502 GREEN MEADOW N
SCHWEITZER, JON W	4216 GREEN MEADOW W
WHITE FAMILY TRUST	4306 GREEN MEADOW W
FOSTER, JON K	4308 GREEN MEADOW W
MCGARRY, TRACY	4310 GREEN MEADOW W
SMITH, JAROD	4312 GREEN MEADOW W
DUNLAP, ALDEN	4400 GREEN MEADOW W
ELISA KLEIN EXEMPT MARITAL TRUST	4403 COLLEYVILLE BLVD
THE BRUCE WISHARD AND DALIA WISHARD TRUST	4109 BROWN TR
UVL INVESTMENTS LLC	4301 BROWN TR
M L US HOLDINGS LTD & C HEPFER	4521 COLLEYVILLE BLVD
LIM LEE INC	4409 COLLEYVILLE BLVD
3M INVESTMENT GROUP LLC	4405 COLLEYVILLE BLVD
BAUMANN, DIRK	413 WATERFORD LN
GAUNTT, TURNER	409 WATERFORD LN
IMTIAZI, VASIF	405 WATERFORD LN
BUYS MICHELA PROTECTION TRUST	401 WATERFORD LN
CHERNOFF, ALAN SCOTT	400 WATERFORD LN
RASMUSSEN, RICK	404 WATERFORD LN
JOHNSON, JOHNNY W	408 WATERFORD LN
FOERTSCH, ROBERT J	4300 TIFFANY PARK LN
JOHNSON, GEORGE	4304 TIFFANY PARK LN
GERABAGI, SAFAR	4308 TIFFANY PARK LN
ASHQEEEN, MUHAMMAD	4312 TIFFANY PARK LN
BURRI, ALFRED	4316 TIFFANY PARK LN
TIFFANY PARK HA INC	4324 TIFFANY PARK LN
VALTMAN LIVING TRUST	509 WATERFORD LN

TAYLOR, MARK
 TABONE, FRANK G
 LEBAILLIF, LAURENT J
 KLEISER, SUSAN
 MYERS BRIAN
 GORE, FRANK
 PRINS, CATHY
 ESCAMILLA, ERNESTO
 ANTONISSE, HENDRIK
 LINDSAY, PATRICIA
 THREE C 245 LLC
 SADDLEBROOK ADDITION
 BRIDLEWOOD ESTATES
 TIFFANY PARK
 CAMBRIDGE PLACE - COLLEYVILLE
 MILL CREEK ADDN-COLLEYVILLE
 GRAPEVINE COLLEYVILLE ISD
 ISHA ADHIKARI

505 WATERFORD LN
 501 WATERFORD LN
 429 WATERFORD LN
 425 WATERFORD LN
 421 WATERFORD LN
 417 WATERFORD LN
 4309 TIFFANY PARK LN
 4305 TIFFANY PARK LN
 4301 TIFFANY PARK LN
 516 WATERFORD LN
 4401 COLLEYVILLE BLVD
 COURTESY NOTICE
 COURTESY NOTICE
 COURTESY NOTICE
 COURTESY NOTICE
 COURTESY NOTICE
 STATE REQUIRED
 APPLICANT

ORDINANCE O-25-2314

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 4.75 ACRES, BEING LOT 1, BLOCK 1, TOWNE CENTER ANIMAL HOSPITAL ADDITION, LOCATED AT 4313 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A DAY CARE CENTER; 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 a Day Care Center Case No. ZC24-028; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to 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 a Day Care Center on 4.75 acres, being Lot 1, Block 1, of the Towne Center Animal Hospital Addition, located at 4313 Colleyville Boulevard, 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 known as Kiddie Academy.
- b. The development shall be generally consistent with the Site Plan and Building Elevations attached in Exhibits "B" and "C".
- 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 7th day of January 2025.

The second reading and public hearing being conducted on the 22nd day of January 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

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	_____		

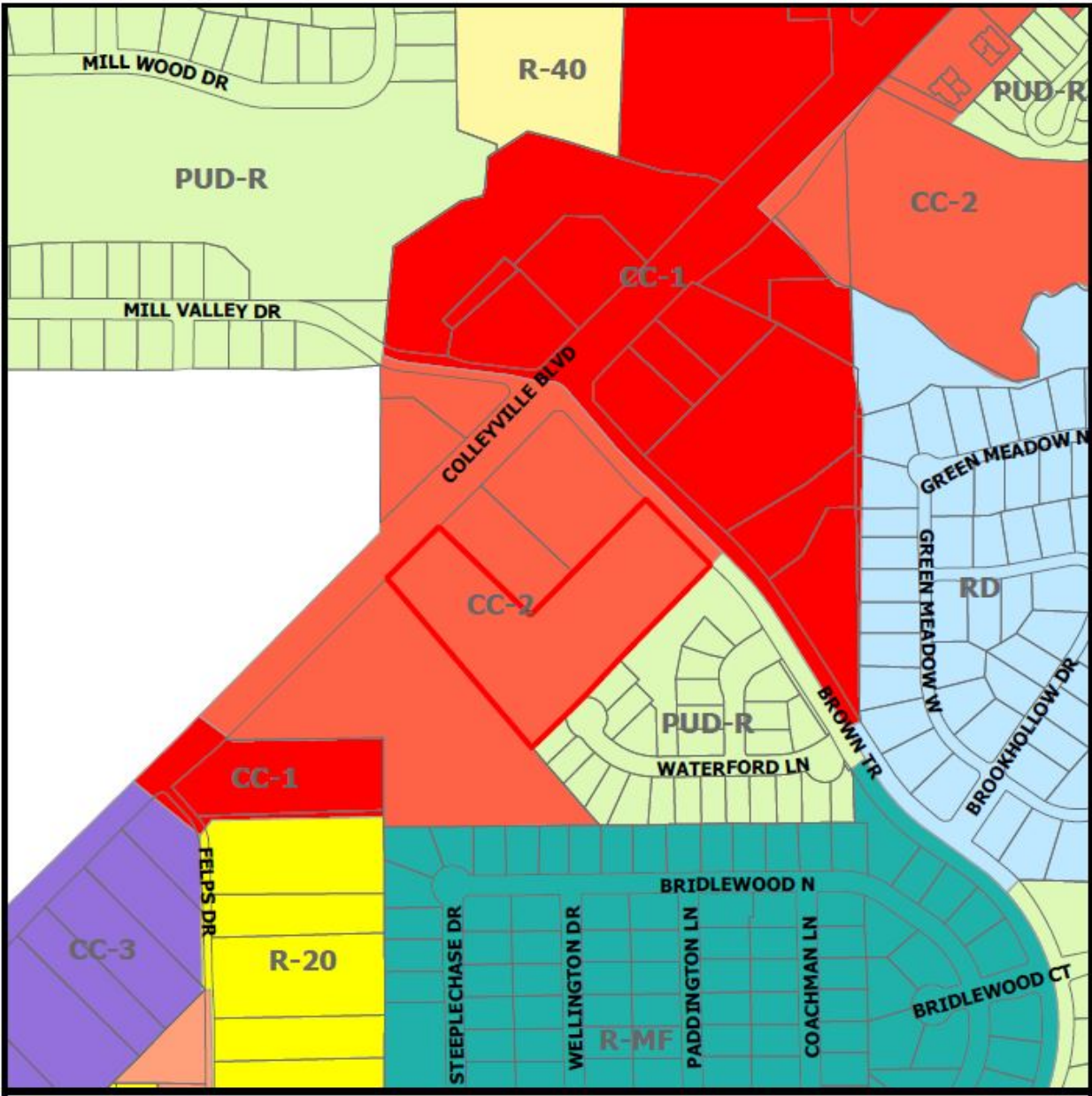
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

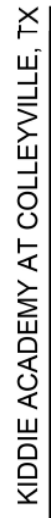
APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map



[illegible]





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7c

Agenda Date 1/22/2025

Number Ordinance O-25-2315

Type Ordinance

Department Community Development

Title

Consideration of a change of zoning from AG Agricultural to CC-1 Village Retail, being Tract 2P, Abstract 973, Absalom J Lott Survey, located at 6312 Colleyville Boulevard, Case ZC24-029

Explanation

Second Reading and Public Hearing

The consulting engineer was present and answered questions from the City Council. She was able to answer questions regarding the drainage and the expected approval process related to the Army Corps of Engineers. No one came forward to speak during the public hearing.

The Council also asked for a synopsis on the tree preservation of the property. Due to the extensive work in relocating the creek channel and the proposed improvements, most (if not all) of the trees will be removed. The applicant's landscape plan shows 35 large trees to be planted. This will accomplish meeting the minimum canopy coverage requirement. A mitigation fee of \$22,334.65 will also be required for removal of 16 heritage trees. The project will be required to submit a detailed site plan prior to any construction. If the applicant is able to show tree preservation, then these numbers may be reduced.

First Reading and Public Hearing

Artuan McGee, the applicant, has submitted a request for a rezoning from AG Agricultural to CC-1 Village Retail on Tract 2P, Abstract 963, Absalom J Lott Survey, being approximately 2.80 acres, and zoned AG Agricultural. The purpose of the rezoning is to allow for the future development of a retail center.

Existing Conditions/Background: The subject property, 6312 Colleyville Boulevard, is zoned AG Agricultural. It is located on the north side of the intersection of Colleyville Boulevard and Tinker Road. The property is currently improved with an abandoned single-family home. A blue line stream cuts across the property and sections of the lot are in flood plain.

Proposed Zoning Change: The request is to rezone from the AG Agricultural district to the CC-1 Village Retail district.

Analysis: Per the proposed, the applicant is requesting to rezone the property to allow for a new commercial retail center to be developed in the future. The conceptual plan provided shows two retail buildings 9,268 square feet and 15,118 square feet in size.

The site plan shows the required 20' landscape buffers from adjacent residential properties and from Colleyville Boulevard. The site plan satisfies the required parking minimum and provides for 127 parking spaces. The site plan complies with the standards of the CC-1 Village Retail zoning district.

As per the applicant's drainage plan, the property's floodplain will be redirected using 3-10'x6' reinforced concrete box culverts. A 50' drainage easement has been provided in the front of the property to account for these culverts. Additionally, the applicant has provided a letter from a consultant stating the development impact on the wetlands is feasible. The City will require approval from the Army Corps of Engineers prior to the site plan being approved.

Plat Status: The subject property is unplatted as Tract 2P, Abstract 963, Absalom J Lott Survey.

DRC Review: The DRC reviewed the request during their November 18, 2024 meeting and provided the following comments.

1. On the Site Plan, dimension the setback of the landscape area from the parking along Colleyville Boulevard, the landscape buffer adjacent to the residences, and the setback of the buildings to the property lines.
2. Show the horizontal dimensions on the elevations to determine the articulation.
3. Provide elevations of the 8' masonry screening wall adjacent to the residential area and the dumpster enclosure.
4. Provide a landscaping plan and urban forestry plan.
5. See attached pdf for Engineering Comments in red font.

The applicant provided updated exhibits on November 26, 2024.

Drainage: Awaiting wetland remediation documents.

Surrounding Development: The property to the east is Colleyville Boulevard. The properties to the west are zoned R-20 Single Family Residential and improved with single-family homes. The properties to the north are zoned PUD-C Planned Unit Development – Commercial and are improved with office and medical office space. The property to the south is zoned AG Agricultural and improved with a single family home.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property for commercial development and as part of the Colleyville Boulevard Corridor. The proposed request complies with the future land use designation.

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 December 9, 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. Site Plan
6. Building Elevations Exhibit
7. Renderings Provided by Applicant
8. Drainage Plan
9. Wetlands Species Impact Study
10. Wetlands Environment Impact Study
11. Development Schedule
12. Tree Preservation Plan
13. Landscape Plan
14. Urban Forestry Review 6312 CV Blvd
15. Notification Map
16. Notification Letter
17. Notification List
18. Ordinance O-25-2315

Aerial Map

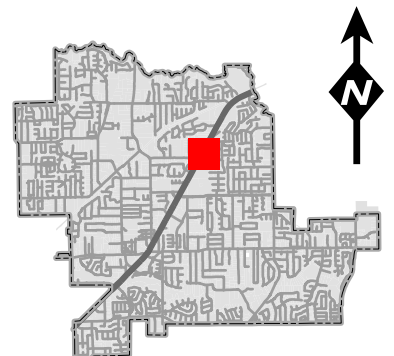


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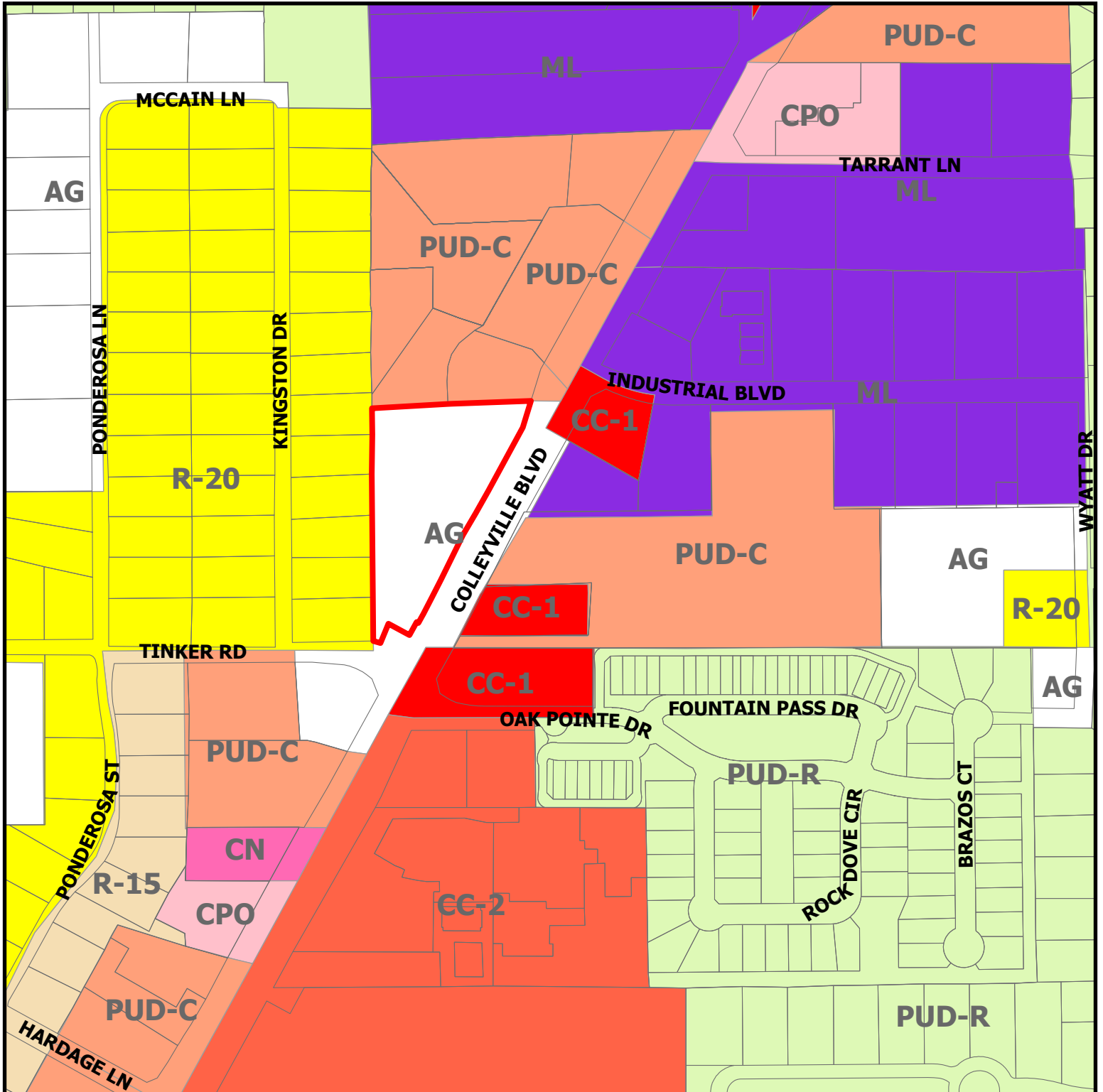
6312 Colleyville Blvd

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 Subject Property



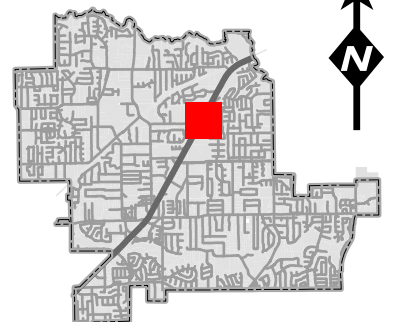
Zoning Map



ZC24-029

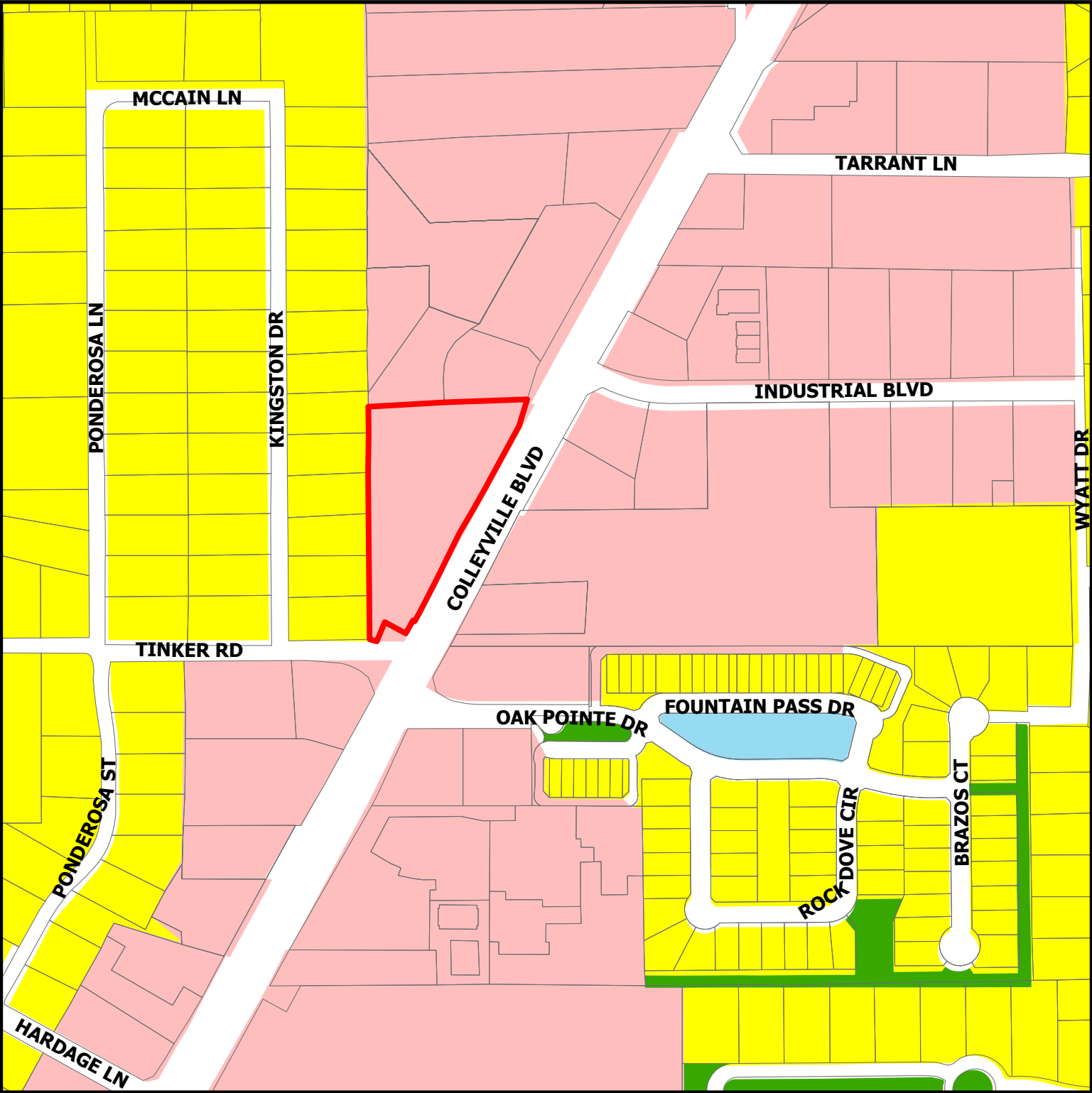
6312 Colleyville Blvd

 Subject Property



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Future Land Use Map

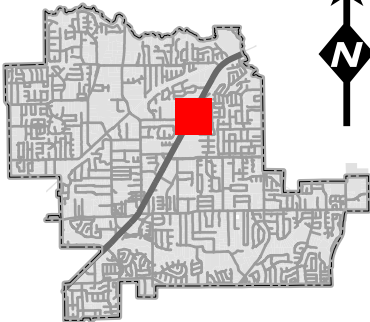


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ZC24-029

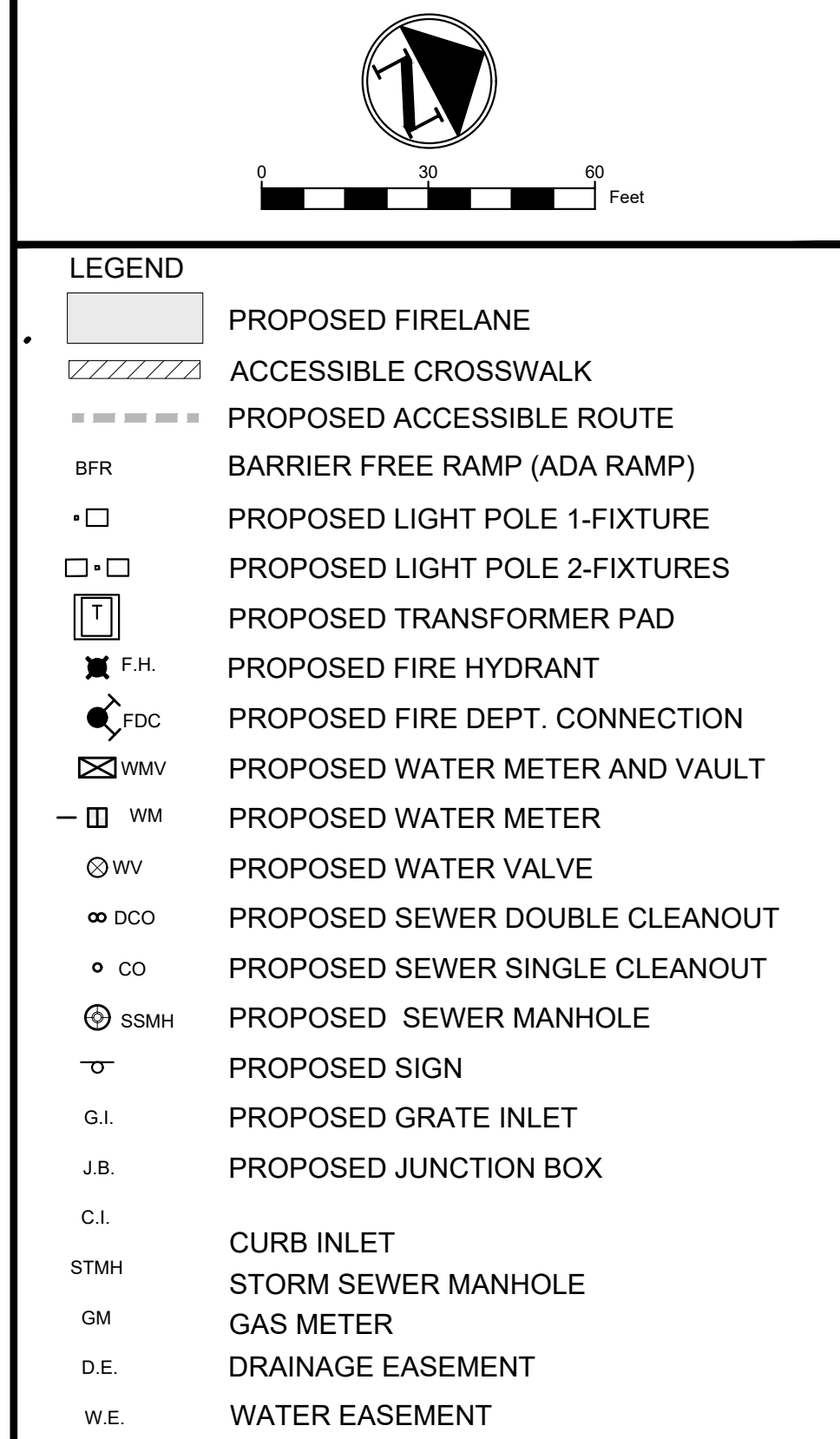
6312 Colleyville Blvd

-  Residential
-  Colleyville Blvd Corridor
-  Open Space; Parks
-  Water Body
-  Subject Property



STATEMENT OF PLANNING OBJECTIVES

The intent of this project is to develop a retail center on a 2.8 acre site located at 6312 Colleyville Boulevard, Colleyville, Texas. The existing zoning of the site is AG. The site is currently developed but not in use. The proposed zoning change would designate the land as CC-1 or CC-2.



- | | |
|---|--|
| <h1>BENCHMARK</h1> | |
| BM-1: SET "X"
----- | |
| ELEVATION=XXXX.XX
N: XXXXXXXXXX
E: XXXXXXXXXX | |
| TBM-2: SET "X"----- | |
| ELEVATION=XXXX.XX
N: XXXXXXXXXX
E: XXXXXXXXXX | |
| <div><div><div>PRELIMINARY</div><div>-FOR REVIEW ONLY-</div></div><div>THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:</div><div><div>ARTURAN MCGEE147091</div><div>TYPE OR PRINT NAMEFE #</div><div>XXXXXX</div><div>DATE</div></div></div> | |

SITE DATA	
LOT AREA	121,794 S.F. (2.796 AC.)
BUILDING A AREA (%)	+9,268 S.F. (8%)
BUILDING B AREA (%)	+15,118 S.F. (13%)
BUILDING HEIGHT	+22'-26'
ZONING:	"AG" (AGRICULTURE)
PLANNED ZONING:	"CC-1" (VILLAGE RETAIL)
PARKING REQUIRED BY CITY:	125
PARKING PROVIDED:	127
ACCESSIBLE PARKING REQUIRED:	5
ACCESSIBLE PARKING PROVIDED:	5
PAVED AREA (%)	63,038 S.F. (52%)
OPEN AREA (%)	33,745 S.F. (27%)

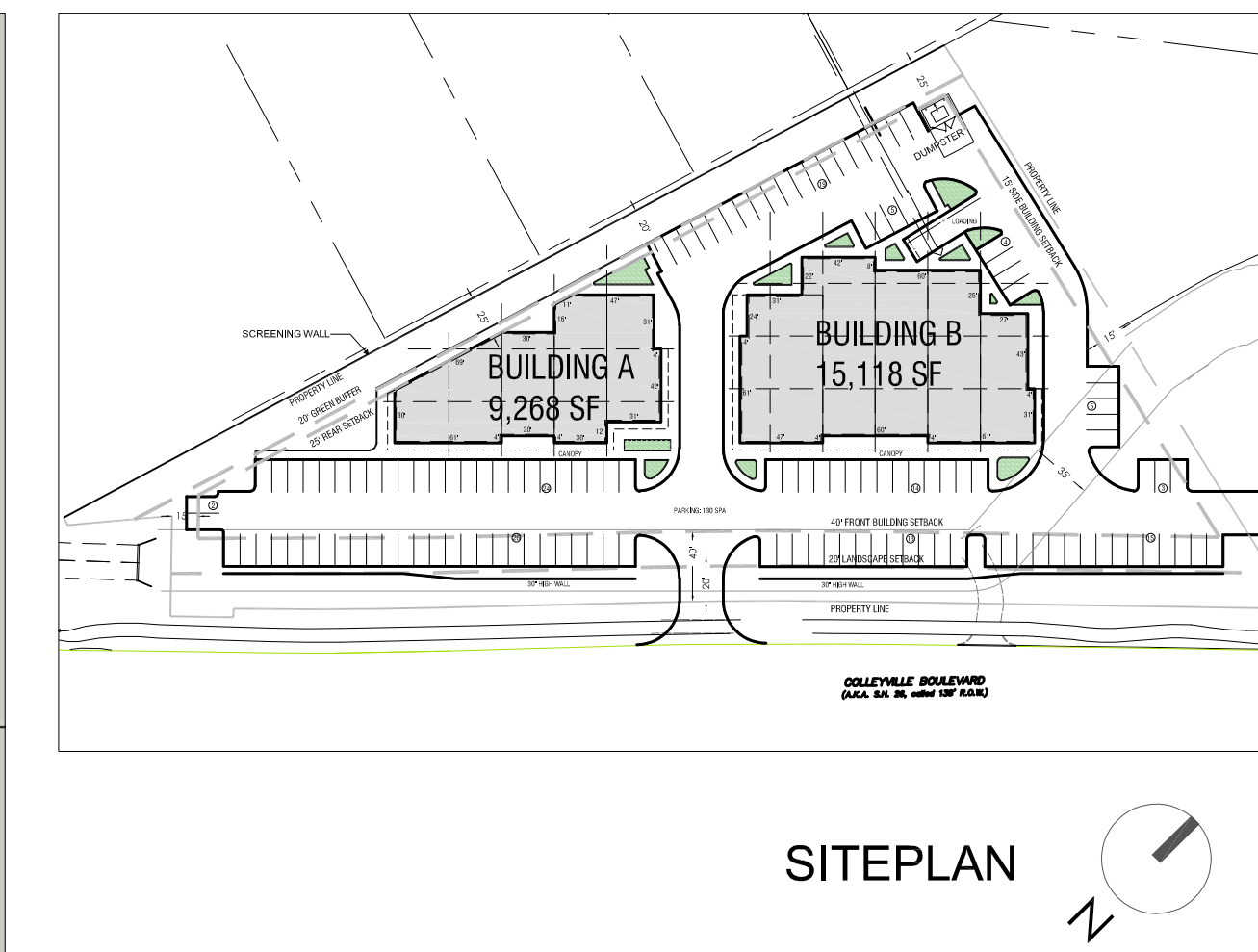
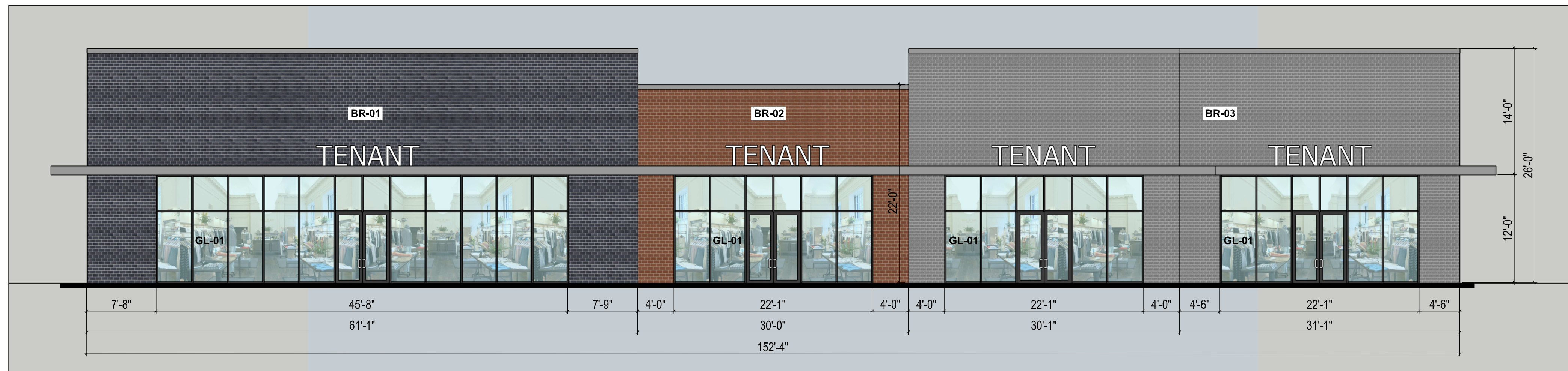
NO.	DATE	REVISION
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-	-	
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COLLEYVILLE RETAIL
6312 COLLEYVILLE BLVD.
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

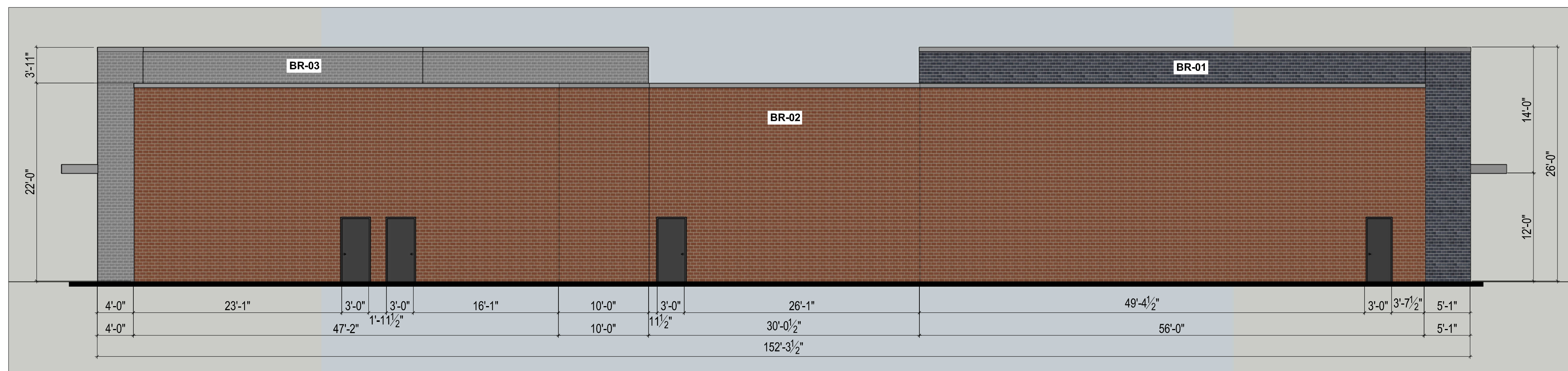
SITE PLAN



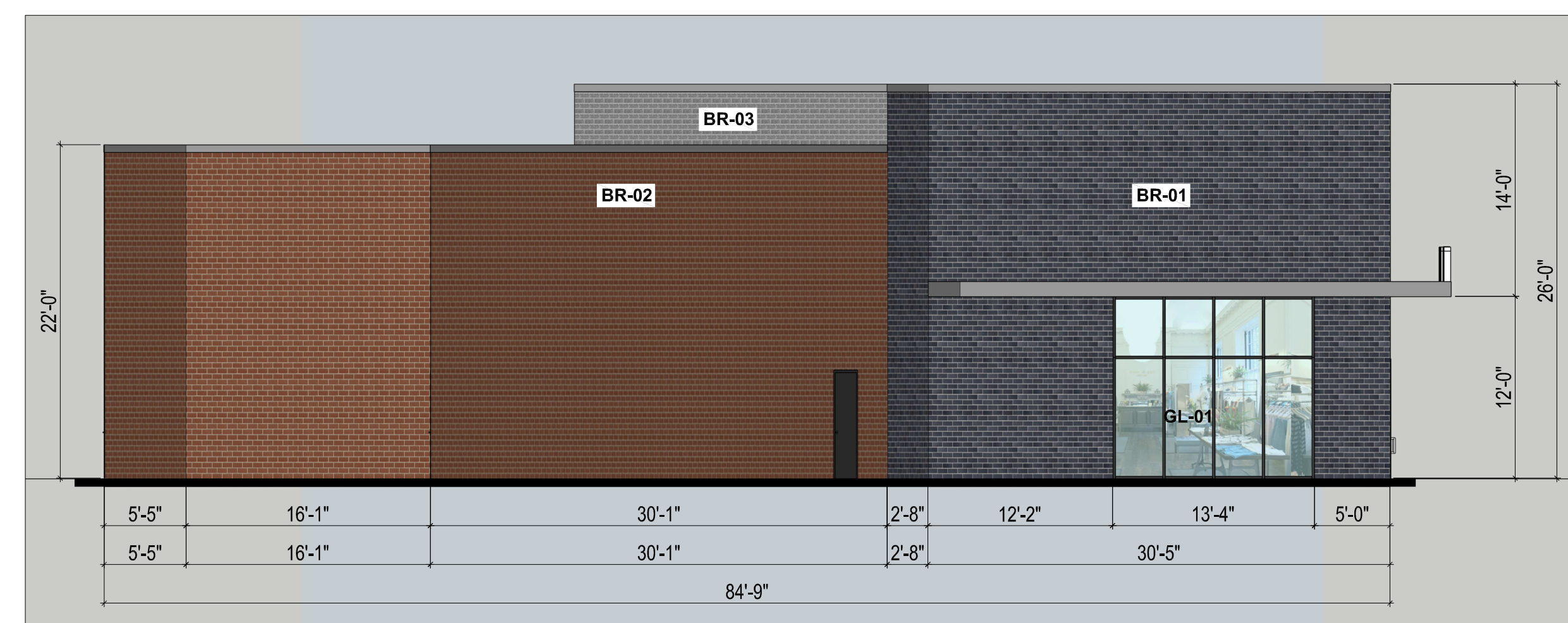
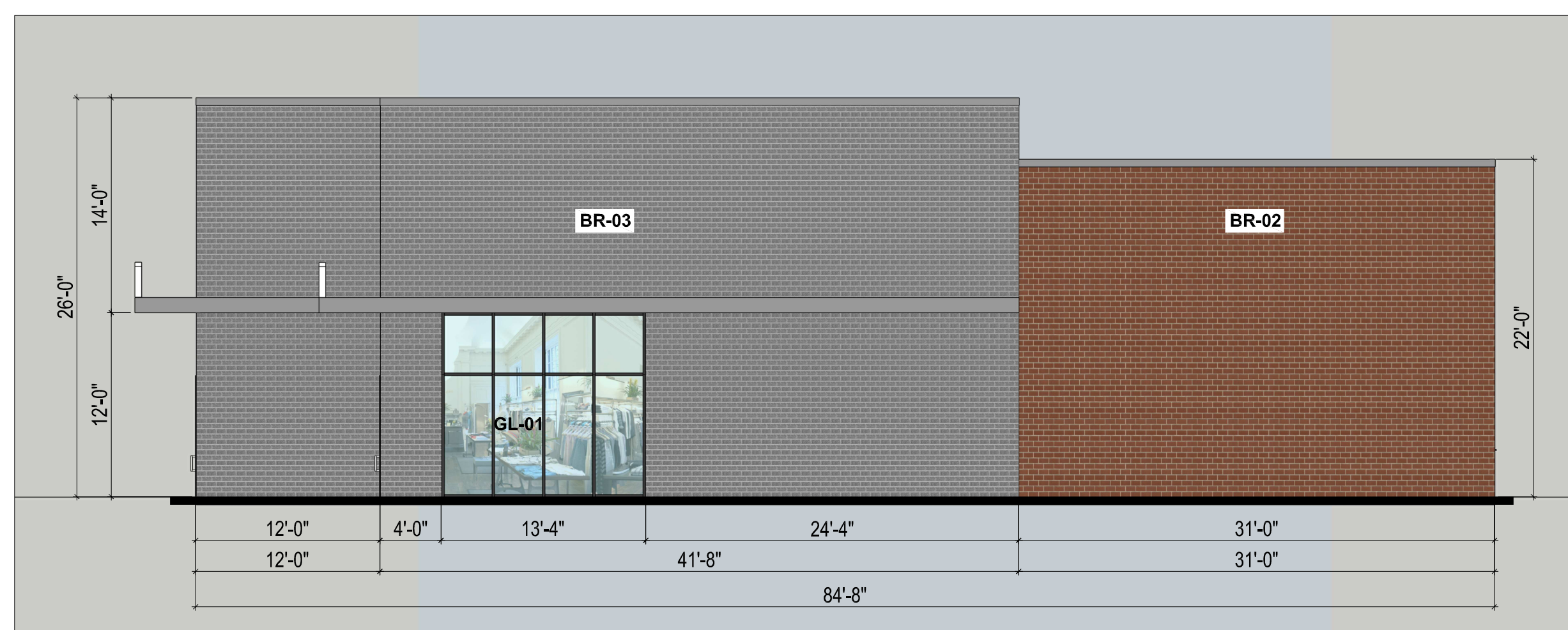
DESIGNED: AM	DATE	PROJECT #	SHEET
DRAWN: AM	11/25/2024	2023015	----
REVIEWER: SR			



MATERIAL CALCULATIONS TABLE						
ELEVATION	BRICK BR-01	BRICK BR-02	BRICK BR-03	LOW-E GLAZING GL-01	DOORS	TOTAL AREA
BUILDING A NORTH ELEVATION	354 SF (9%)	3048 SF (79%)	332 SF (9%)		98 SF (3%)	3832 SF (100%)
BUILDING A SOUTH ELEVATION	1038 SF (27%)	395 SF (10%)	1059 SF (28%)	1342 SF (35%)		3834 SF (100%)
BUILDING A WEST ELEVATION	702 SF (34%)	1124 SF (54%)	83 SF (4%)	159 SF (7.5%)	12 SF (0.5%)	2080 SF (100%)
BUILDING A EAST ELEVATION		880 SF (33%)	1234 SF (59%)	160 SF (6%)		2074 SF (100%)
BUILDING B NORTH ELEVATION	1398 SF (33%)	2501 SF (59%)	229 SF (5%)		125 SF (3%)	4253 SF (100%)
BUILDING B SOUTH ELEVATION	1178 SF (28%)	790 SF (19%)	775 SF (18%)	1510 SF (35%)		4253 SF (100%)
BUILDING B WEST ELEVATION	222 SF (8%)	802 SF (31%)	1428 SF (55%)	160 SF (6%)		2612 SF (100%)
BUILDING B EAST ELEVATION	847 SF (32%)	1486 SF (57%)	120 SF (5%)	160 SF (6%)		2613 SF (100%)



SYM.	MATERIAL	MFR	DESCRIPTION	SIZE	STYLE
BR-01		ENDICOTT	MANGANESE IRONSPOT	MODULAR	SMOOTH
BR-02		ACME	CRIMSON BLEND TUP003	MODULAR	SMOOTH
BR-03		ACME	SAN SIMEON PACIFIC CLAY	MODULAR	VELOUR
GL-01		VITRO	SOLARBAN 90	PER ELEV.	ACUITY



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10440 E NORTHWEST HWY
SUITE 301
DALLAS, TX 75238
214-669-4684

PROJECT COLLEYVILLE RETAIL

PROJECT ADDRESS
6312 COLLEYVILLE BLVD,
COLLEYVILLE, TX 76034.

10/30/24

[illegible]

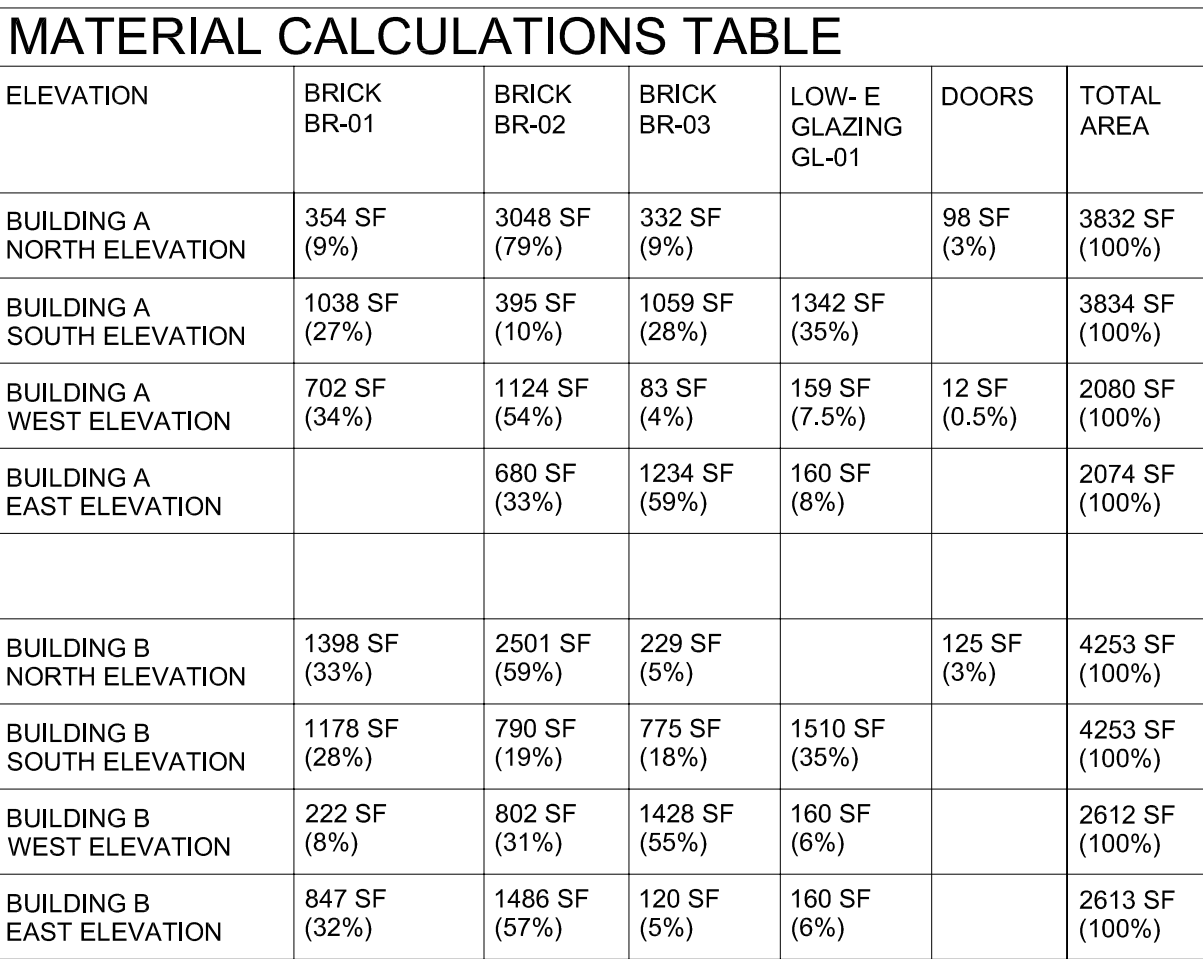
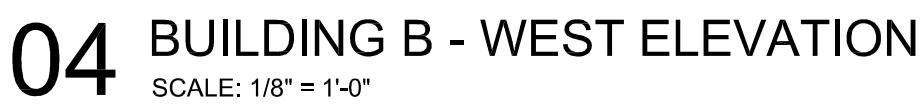
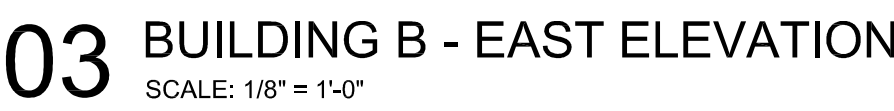
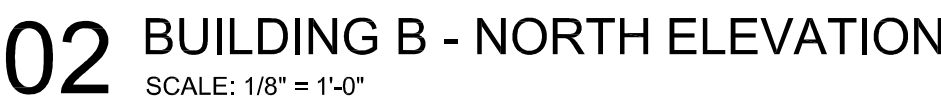
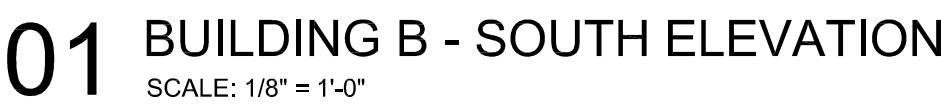
PROJECT NO: 324024

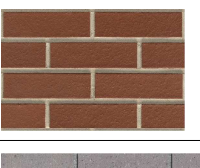
BUILDING A - ELEVATION

NOT FOR CONSTRUCTION

11/21/2024

A2-01



SYM.	MATERIAL	MFR	DESCRIPTION	SIZE	STYLE
BR-01		ENDICOTT	MANGANESE IRONSPOT	MODULAR	SMOOTH
BR-02		ACME	CRIMSON BLEND TUP003	MODULAR	SMOOTH
BR-03		ACME	SAN SIMEON PACIFIC CLAY	MODULAR	VELOUR
GL-01		VITRO	SOLARBAN 90	PER ELEV.	ACUITY

10440 E NORTHWEST HWY
SUITE 301
DALLAS, TX 75238
214-669-4684

PROJECT
COLLEYVILLE RETAIL

PROJECT ADDRESS
6312 COLLEYVILLE BLVD
COLLEYVILLE, TX 76034.

10/30/24

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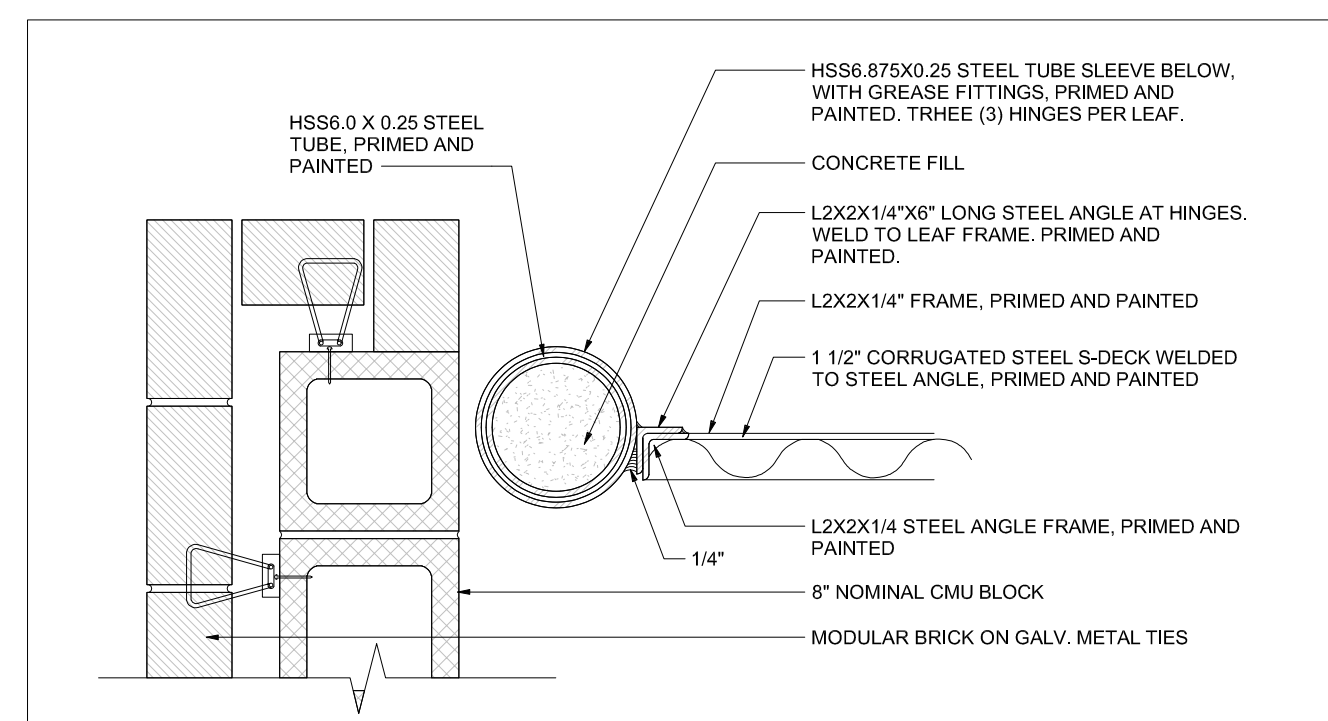
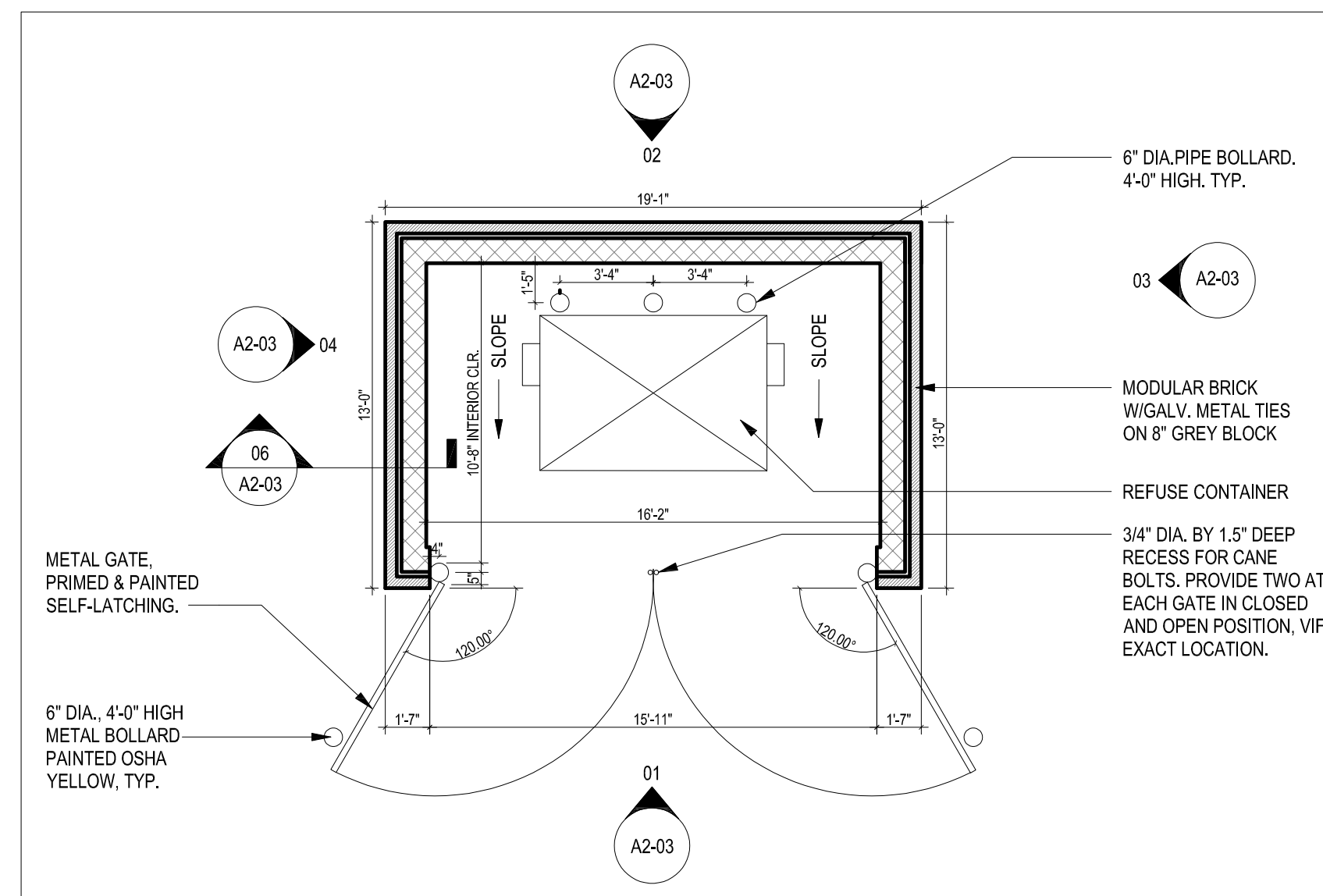
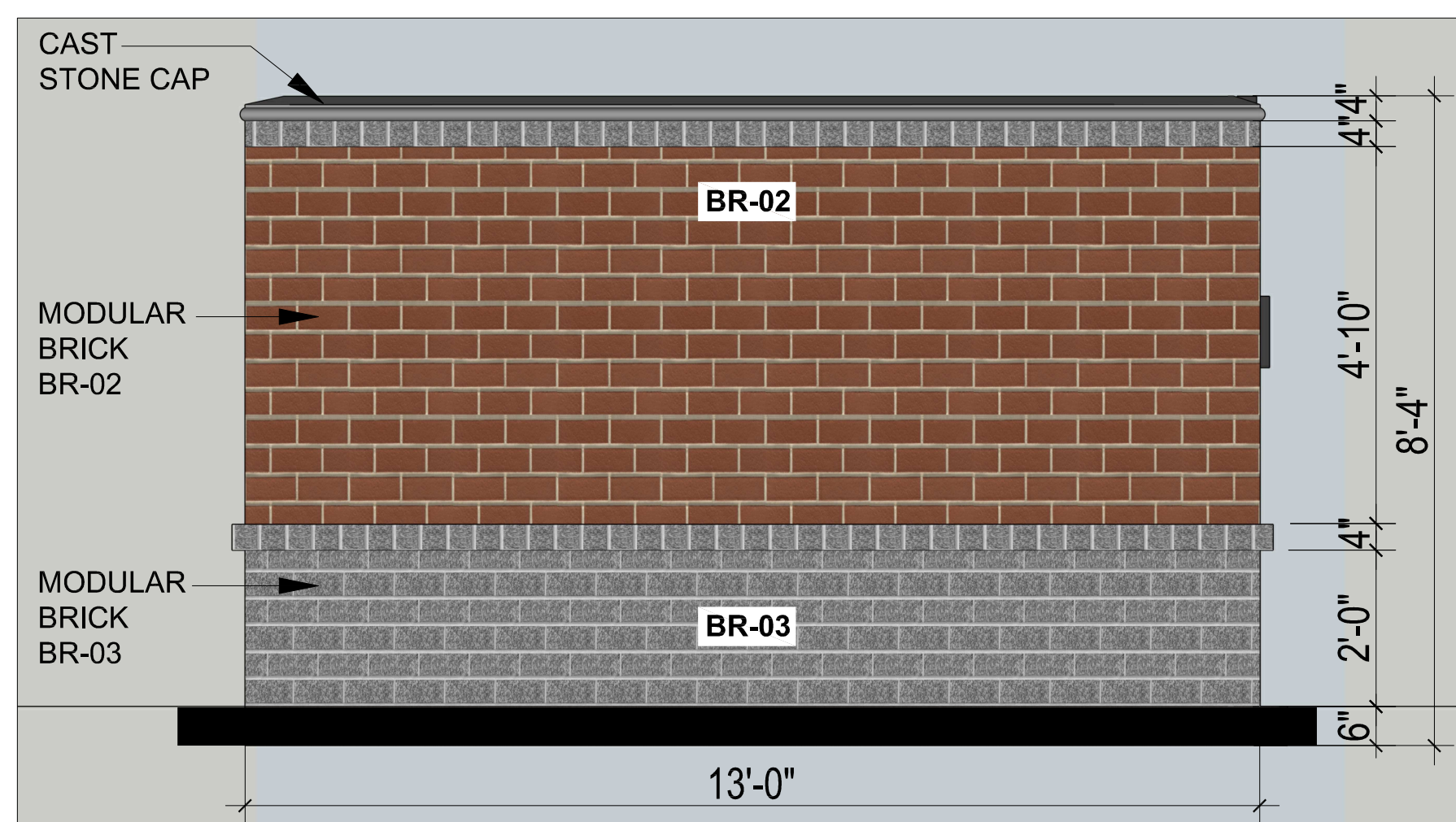
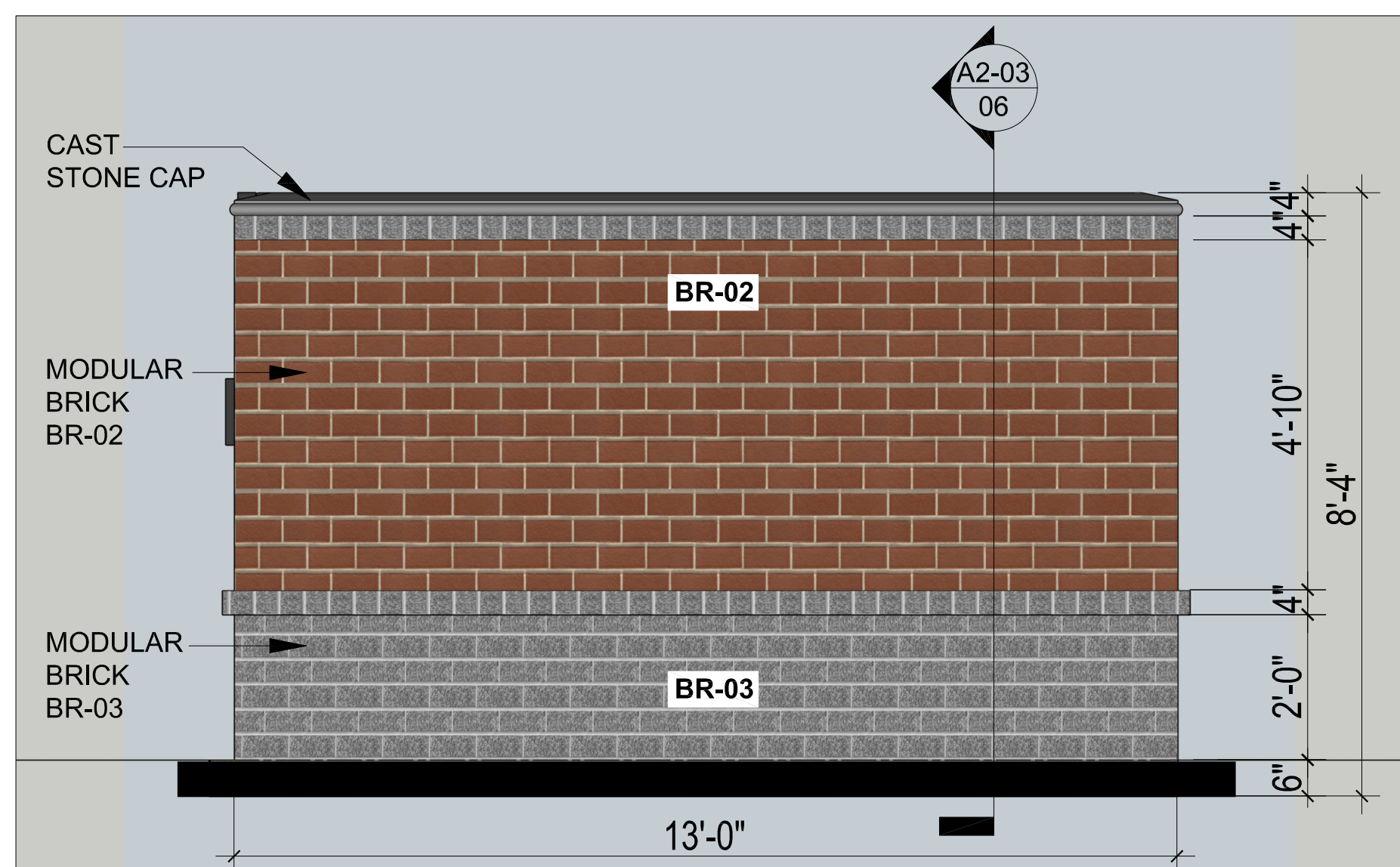
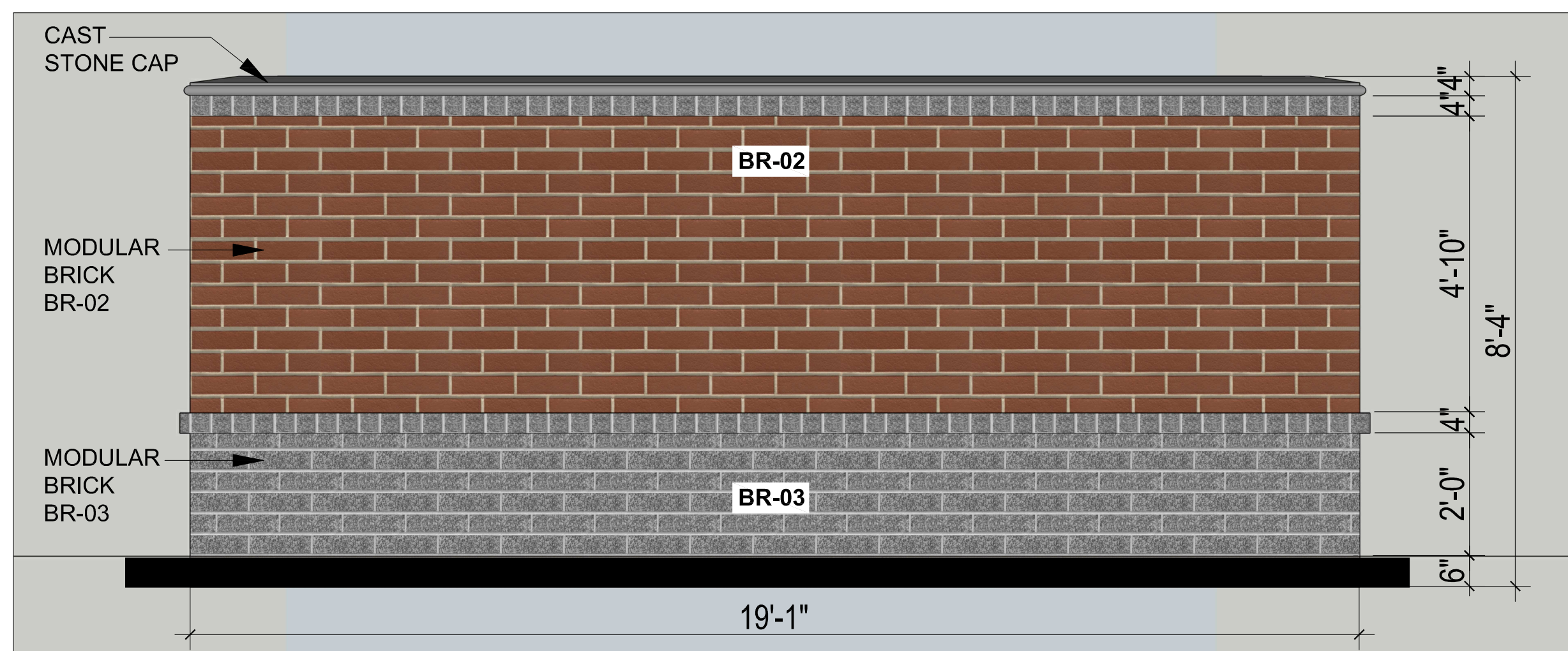
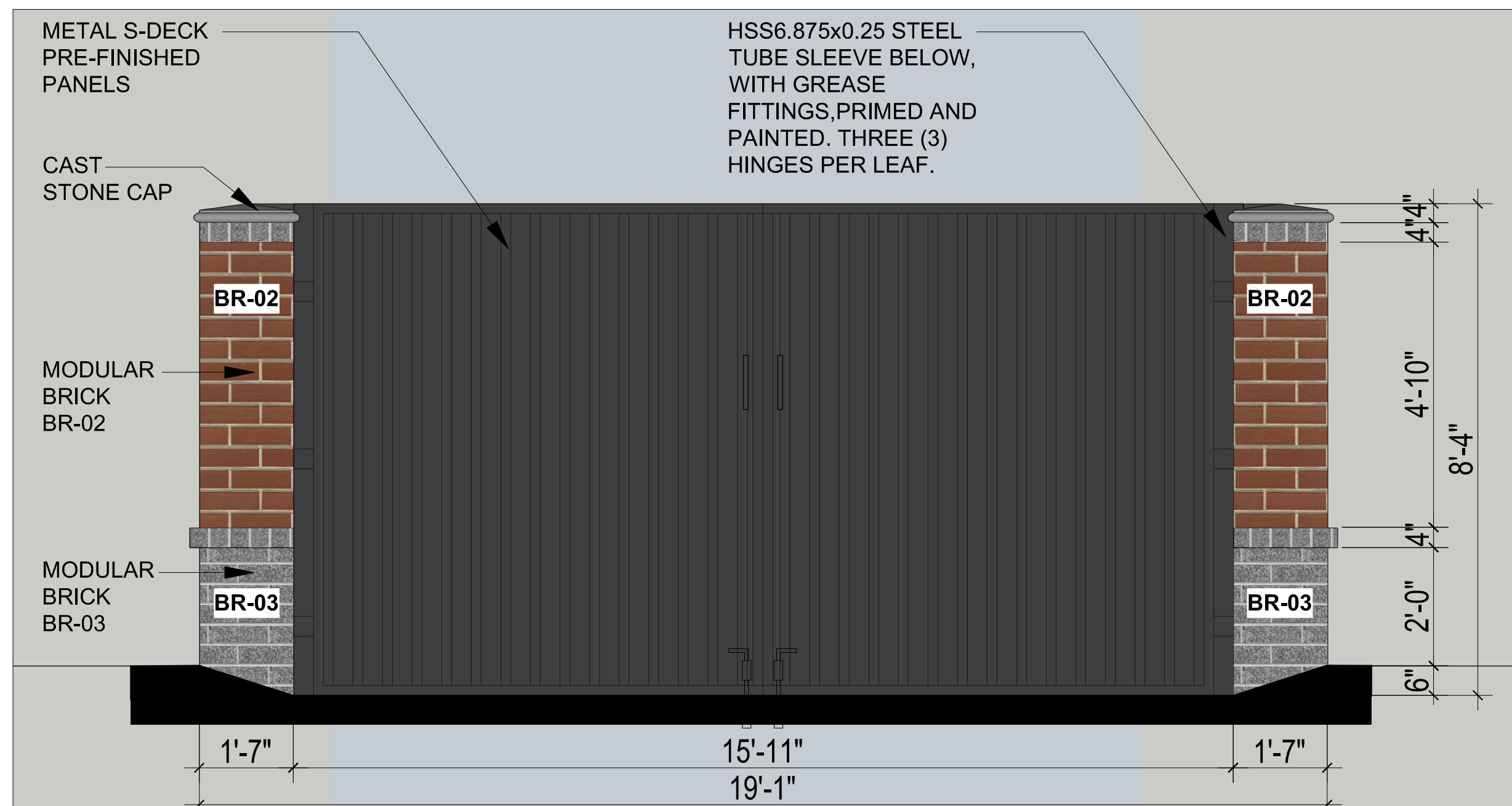
PROJECT NO: 324024

BUILDING B - ELEVATION

NOT FOR CONSTRUCTION

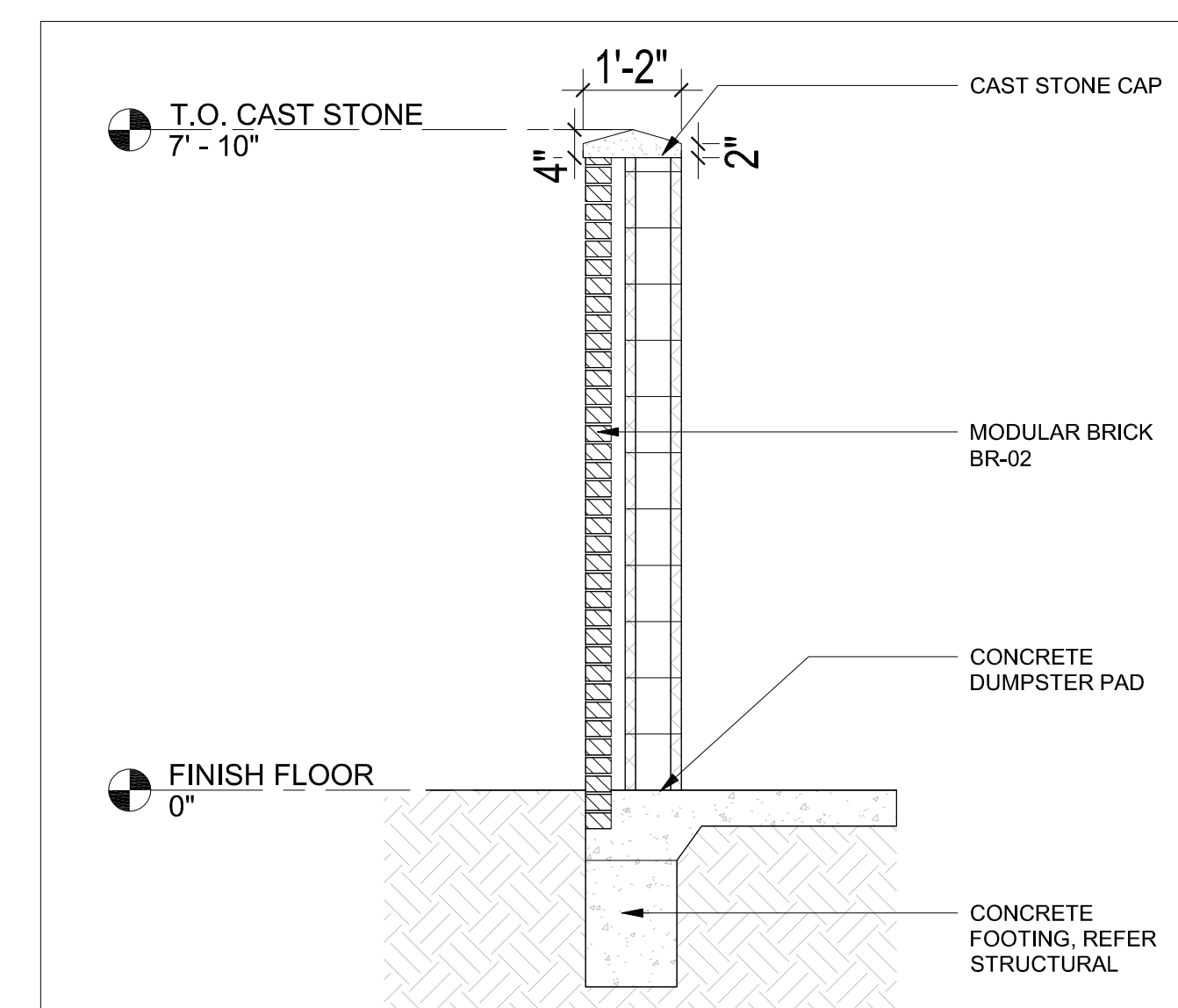
11/21/2024

A2-02



MATERIAL CALCULATIONS TABLE					
ELEVATION	BRICK BR-02	BRICK BR-03	CAST STONE CAP	DOORS	TOTAL AREA
DUMPSTER NORTH ELEVATION	63 SF (62%)	35 SF (34%)	4 SF (4%)		102 SF (100%)
DUMPSTER SOUTH ELEVATION	63 SF (62%)	35 SF (34%)	4 SF (4%)		102 SF (100%)
DUMPSTER WEST ELEVATION	92 SF (62%)	51 SF (34%)	6 SF (4%)		149 SF (100%)
DUMPSTER EAST ELEVATION	15 SF (9%)	9 SF (6%)	1 SF (1%)	133 SF (84%)	158 SF (100%)

MATERIAL TABLE					
SYM.	MATERIAL	MFR	DESCRIPTION	SIZE	STYLE
BR-02		ACME	CRIMSON BLEND TUP003	MODULAR	SMOOTH
BR-03		ACME	SAN SIMEON PACIFIC CLAY	MODULAR	VELOUR



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SUITE 301
DALLAS, TX 75238
214-669-4684

PROJECT COLLEYVILLE RETAIL

PROJECT ADDRESS
6312 COLLEYVILLE BLVD,
COLLEYVILLE, TX 76034.

10/30/24

[illegible]

PROJECT NO: 324024

DUMPSTER - ELEVATION

NOT FOR CONSTRUCTION

11/21/2024

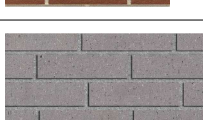
A2-03



10440 E NORTHWEST HWY
SUITE 301
DALLAS, TX 75238
214-669-4684

PROJECT ADDRESS
312 COLLEYVILLE BLVD,
COLLEYVILLE, TX 76034.



MATERIAL TABLE					
SYM.	MATERIAL	MFR	DESCRIPTION	SIZE	STYLE
BR-02		ACME	CRIMSON BLEND TUP003	MODULAR	SMOOTH
BR-03		ACME	SAN SIMEON PACIFIC CLAY	MODULAR	VELOUR

PROJECT NO: 324024

SCREENING WALL - ELEVATION

NOT FOR CONSTRUCTION

11/21/2024

A2-04

COLLEYVILLE RETAIL

NOVEMBER 01, 2024





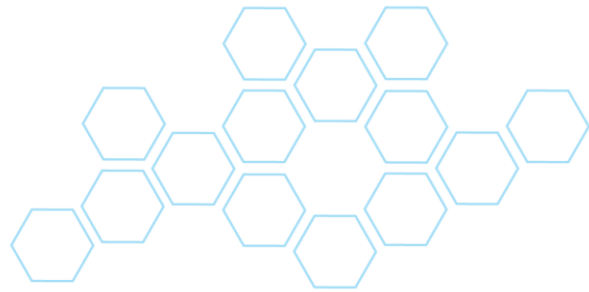












November 21, 2024

City Engineer
City of Colleyville, Texas
100 Main Street
Colleyville, Texas 76034

RE: Colleyville Mixed Use Drainage Study and Floodplain Study
Colleyville, Texas
ET 2023015

To Whom it May Concern:

This memo summarizes the Drainage Study and Floodplain Study prepared by Evolving Texas ("Evolving Texas") for a proposed Colleyville Mixed Use project located at the northwest corner of Colleyville Blvd and Tinker Rd. in Colleyville, Texas. The purpose of this report is to document no adverse impact due to the proposed development as defined by the City of Colleyville in support of zoning change request.

The property comprises approximately 2.8-acres in the Pecan Creek watershed and is currently undeveloped. The tract geometry is roughly triangular, bounded on the west by single family residential, on the north by commercial tracts and on the south and east by Colleyville Boulevard. Pecan Creek enters the site at the southern tip, winds through the site and exits along the north boundary. **Exhibit 1** illustrates the existing site conditions.

Existing flows in Pecan Creek will be conveyed through the property via a box culvert system sized for a 100-yr storm, following a shifted alignment that allows for a viable and efficient site layout.

Per revised Panel 48439C0095K of the FEMA Flood Insurance Rate Maps, dated September 25, 2009, the site is located in Zone X, special flood hazard. However, the preliminary current effective FEMA Flood Insurance Rate Map for this area is panel 48439C0094L, dated November 13, 2020. It shows the site mapped as Zone AE, subject to the studied 100-yr floodplain for Pecan Creek. The current effective FEMA floodplain and the preliminary FEMA Panel are shown in the attachments as **Exhibit 2 and 3**.

HYDROLOGIC ANALYSIS

Evolving Texas developed a hydrology model to assess the hydrologic impact due to the proposed development. The U.S. Army Corps of Engineers (USACE) HEC-HMS program, version 4.11, was used to perform the hydrologic analysis. The Natural Resources Conservation Service's (NRCS) SCS TR-55 methodology has been used to calculate hydrologic parameters.

Curve Numbers (CN) were computed based on a composite percentage of soil types within each new sub-basin as part of this study. Soil data was obtained from the Soil Survey data from USDA web soil survey. Precipitation values for 100-year 24-hour storm events were obtained from North Central Texas Council of Governments (NCTCOG) Hydrology iSWM Manual for Tarrant County.

The hydrologic analysis was accomplished to identify existing and proposed discharges from the drainage areas affected by the proposed Colleyville mixed use development. The existing conditions consider the site, which is an undeveloped area. The proposed condition analysis considers the site as developed, with offsite contributing watershed areas remaining under existing conditions. The point of analysis was downstream of the proposed site, identified as junction "J-2" in HEC-HMS which is shown in **Exhibit 4** of this report. **Table 1** presents a summary of hydrology parameters, and **Table 2** presents the comparison of 100-yr flows. **Exhibit 4** illustrates the overall drainage area map.

The proposed flow at the point of analysis "J-2" is 882.5 cfs which is less than the existing flows which is 883 cfs. The hydrological analysis confirms that the proposed development will not increase the peak flows at the point of analysis which is immediate downstream of project sites. Therefore, no detention is required for the proposed development of the site.

Table 1: Hydrology Parameters

Hydrology Parameters						
Subbasin	Area (ac.)	Area (sq. mi.)	Existing Curve Number	Existing Tc (min)	Proposed Curve Number	Proposed Tc (min)
ON-1	3.08	0.0048	64.87	19.18	92.611	10.00
OS-1	203.36	0.3178	80.71	41.43	80.712	41.43
OS-2	24.82	0.0388	71.86	25.90	71.862	25.90
OS-3	3.77	0.0059	93.90	10.42	93.901	10.42

Table 2: HEC-HMS 100-yr Flow Comparison

HEC-HMS FLOW COMPARISON						
Colleyville Flood Study, Colleyville, Texas						
ID	TOTAL AREA (ac.)		Q ₁₀₀ (cfs)		Difference	Comment
	Existing	Proposed	Existing	Proposed	Prop-Ex	
ON-1	2.88	2.88	12.70	24.2	11.50	
OS-1	203.39	203.39	793.40	793.4	0.00	
OS-2	24.83	24.83	105.00	105	0.00	
OS-3	3.78	3.78	30.00	30	0.00	
J-1	203.39	203.39	793.40	793.4	0.00	
J-2	234.88	234.88	883.00	882.5	-0.50	POA

HYDRAULIC ANALYSIS

The U.S. Army Corps of Engineers (USACE) HEC-RAS program, version 5.0.7 was used to perform the hydraulic analysis. As stated above, the subject property lies within the 100-yr floodplain of Pecan Valley per the Preliminary FEMA FIRM map. FEMA does not have a finalized model for this Preliminary study. As such, Evolving Texas developed a HEC-RAS hydraulic model for Pecan Creek to study the hydraulic impacts.

For this analysis the locations of the effective cross sections were obtained off the FEMA website. Modeling was then performed for both the existing and proposed conditions. Under proposed conditions, the portion of Pecan Creek running through the site is to be realigned. A 3-10'X6' box culvert is proposed to convey existing flows through the site from offsite areas.

Velocity and 100-yr water surface elevation comparisons are shown in **Table 3** below.

Table 3 - HEC-RAS 100-yr WSEL Comparaison

2023015-Hydraulic Comparison									
For the 100-yr Storm Event									
River	River Station	Q _{Existing}	Q _{proposed}	Storm Freq.	Existing WSEL	Existing Vel.	Proposed WSEL	Proposed Vel.	Difference (Proposed-Existing) WSEL
					(ft)	(ft/s)	(ft)	(ft/s)	(ft)
Reach 1	7281	793.4	793.4	100 YR	611.35	3.8	608.07	9.5	-3.28
Reach 1	7203	793.4	793.4	100 YR	611.06	4.7	607.91	8.8	-3.15
Reach 1	7131	793.4	793.4	100 YR	609.84	8.6	607.99	7.5	-1.85
Reach 1	6988	793.4	793.4	100 YR	608.84	6.5	608.05	5.9	-0.79
Reach 1	6883	-	793.4	100 YR	-	-	608.06	5.2	-
Reach 1	6803	883	882.5	100 YR	608.27	4.1	607.96	5.5	-0.31
Reach 1	6675	-	882.5	100 YR	-	-	607.96	5.0	-
Reach 1	6649	-	882.5	100 YR	-	-	607.95	4.9	-
Reach 1	6645	883	-	100 YR	608.24	3.0	-	-	-
Reach 1	6580	883	882.5	100 YR	606.93	8.8	606.93	8.8	0.00
Reach 1	6524	883	882.5	100 YR	606.07	9.1	606.06	9.1	-0.01
Reach 1	6470	883	882.5	100 YR	605.82	7.2	605.82	7.2	0.00

CONCLUSION

The point of analysis which is “J-2” is the point immediate downstream of project site. From **Table 2** in the hydrology section, proposed flow at J-2 is 882.5 cfs which is less than the existing flow of 883 cfs. Hydrology analysis confirms that the detention pond is not required for the proposed development. Therefore, proposed development will not cause any increase in peak flows to Pecan Creek thereby causing any adverse effects downstream.

The hydraulic impact analyses indicate that the proposed development does not increase water surface elevations upstream, downstream, or through the site. Therefore, the proposed site would have no adverse impact on the adjacent and downstream properties.

Evolving Texas requests the City’s concurrence that the approach outlined above would be acceptable to the city. If you have any questions or comments on the contents of this memo, please contact me at samantha@evolvingtexas.com or by phone at 817-529-2700.

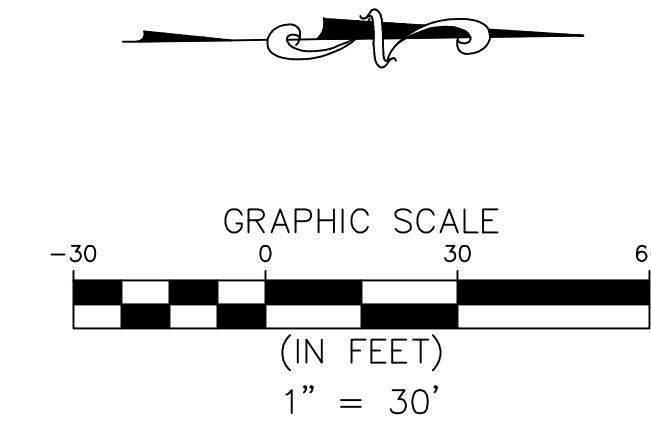
Sincerely,

Samantha Renz, P.E., C.F.M.

Attachments:

- Existing Site Conditions
- Current Effective FIRM
- Preliminary Effective FIRM
- Overall Drainage Area Map
- Floodplain Workmap
- Hydrology Parameters

EXHIBIT 1
EXISTING SITE CONDITIONS



LEGEND

PROPERTY BOUNDARY
EXISTING CONTOUR

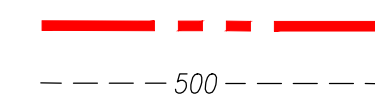
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EXHIBIT 2
CURRENT EFFECTIVE FIRM

NOTES TO USERS

use in administering the National Flood Insurance Program. It only identifies areas subject to flooding, particularly from local sources. The community map repository should be used to obtain the most current information.

Additional information in areas where Base Flood Elevations have been determined, users are encouraged to consult the Floodway Data and/or Summary of Salinities Elevations within the Flood Insurance Study (FIS) report that accompanies the map. These data are intended for flood insurance purposes only and should not be used as the sole source of flood information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIS for purposes of floodplain management.

Flood Elevations shown on this map apply only to the American Vertical Datum of 1988 (NAVD 88). Users of this map should be aware that flood elevations are also provided in the Flood Insurance Study (FIS) report that accompanies the map. These data are intended for flood insurance purposes only and should not be used as the sole source of flood information. Accordingly, flood elevation data presented in the FIS should be utilized in conjunction with the FIS for purposes of floodplain management.

Floodways were computed at cross sections and interpolated sections. The floodways were based on hydraulic considerations and the National Flood Insurance Program. Floodway boundaries are provided in the Flood Insurance Study report.

Special Flood Hazard Areas may be protected by flood insurance. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures and other flood protection measures.

Used in the preparation of this map was Texas State data (FIRMZONE 4202). The horizontal datum was NAD83. The vertical datum was NAVD 88. The map was prepared by the National Flood Insurance Program. The map was prepared by the National Flood Insurance Program. The map was prepared by the National Flood Insurance Program.

on this map are referenced to the North American Vertical Datum of 1988 (NAVD 88). These flood elevations must be compared to structure and contents elevations to determine if the structure is in a flood hazard area. For information on the National Flood Insurance Program, visit the National Flood Insurance Program website at <http://www.nfip.gov> or contact the National Flood Insurance Program at 1-800-358-9616.

Services

Survey

Highway

20910-3282

elevation, description, and/or location information for bench marks on this map, please contact the Information Services Branch of the Survey at (301) 713-3242, or visit its website at www.fema.gov.

ation shown on this FIRM was provided in digital format by NCTCOG. This map was digitized at a scale of at least 1:12,000 from aerial photography.

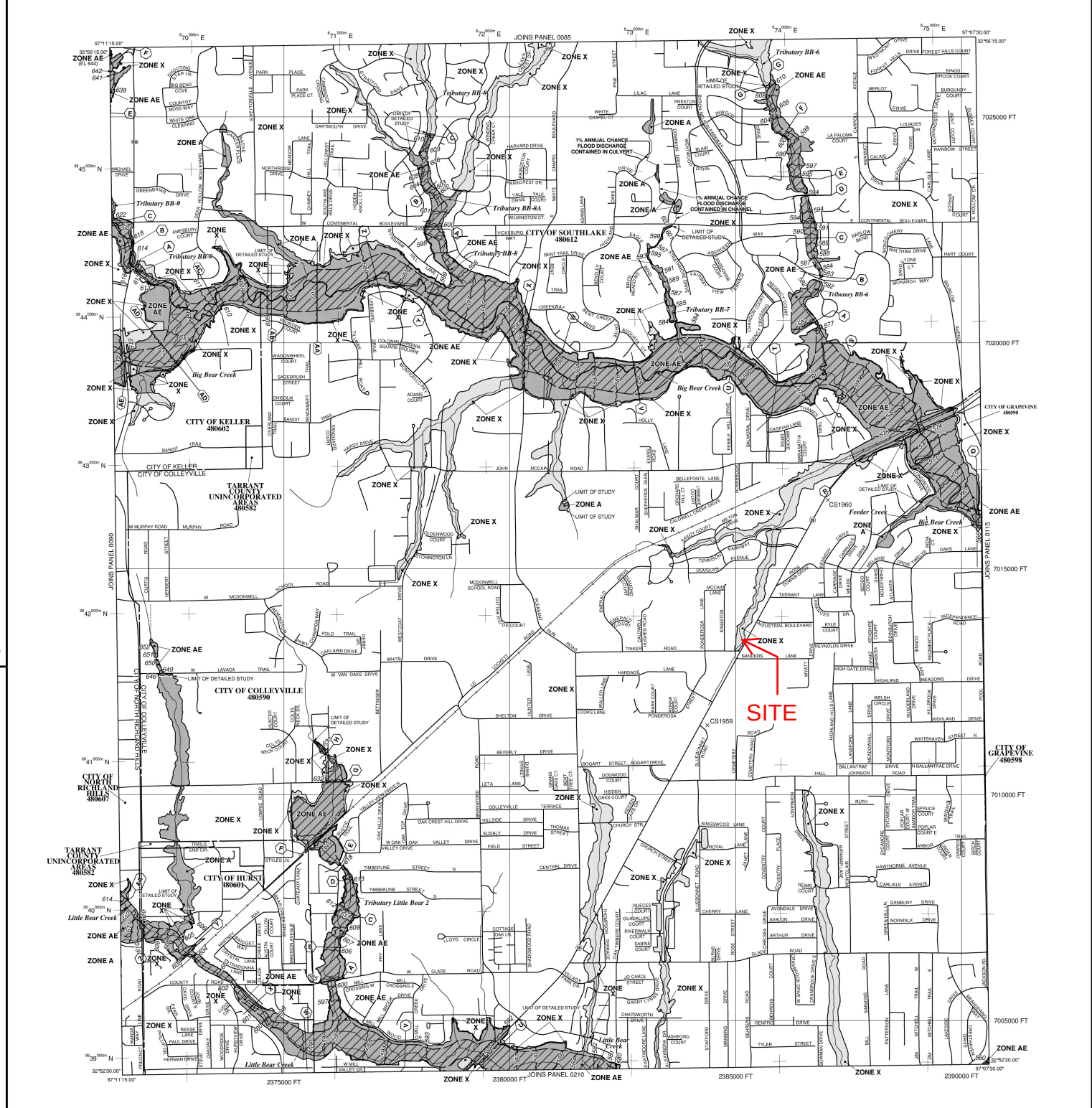
more detailed and up-to-date stream channel configurations than on the previous FIRM for this jurisdiction. The floodplains that were transferred from the previous FIRM may have been modified to these new stream channel configurations. As a result, the floodplains and floodway data tables in the Flood Insurance Study report may not reflect the current stream channel configurations. It is recommended that users of this map consult the Flood Insurance Study report for the most current stream channel configurations.

is shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may occur after this map was published, map users should contact their local community officials to verify current corporate limit locations.

The separately printed Map Index for an overview map of the community is available. The map index shows the community boundaries and the location of the map panels. The map index is available at the community map repository. The map index is available at the community map repository.

MA Map Service Center at 1-800-358-9616 for information on the community map repository. The community map repository is located at the community map repository. The community map repository is located at the community map repository.

Questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2527) or visit its website at <http://www.fema.gov>.



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equalled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include: Zone X, Zone AE, Zone A, Zone AO, Zone AR, Zone A99, Zone V, and Zone VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined; Base Flood Elevations determined.

ZONE AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently determined to be inadequate to provide protection from the 1% annual chance or greater flood.

ZONE A99 Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.

ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.

ZONE O Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

Floodplain boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations. Flood depths or flood velocities.

Base Flood Elevation line and value; elevation in feet*

Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

Cross section line

Transit line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

1000-meter Universal Transverse Mercator grid ticks, zone 14

5000-foot grid values: Texas State Plane coordinate system, north central zone (FIPSZONE 4202), Lambert Conformal Conic

Bench mark (see explanation in Notes to Users section of this FIRM panel)

River Mile

MAP REPOSITORIES

Refer to Map Repository list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

January 6, 1993

EFFECTIVE DATES OF REVISIONS TO THIS PANEL

August 02, 1995 August 23, 2009

September 25, 2009 - to incorporate previously issued Letters of Map Revision, and to reflect updated topographic information.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-358-9600.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

300 0 300 600 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0095K

FIRM FLOOD INSURANCE RATE MAP TARRANT COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 95 OF 495

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
TARRANT COUNTY	480002	0005	K
COLLEYVILLE, CITY OF	480080	0005	K
GRAPEVINE, CITY OF	480088	0005	K
HURST, CITY OF	480001	0005	K
KELLER, CITY OF	480002	0005	K
NORTH RICHLAND HILLS, CITY OF	480007	0005	K
SOUTHLAKE, CITY OF	480012	0005	K

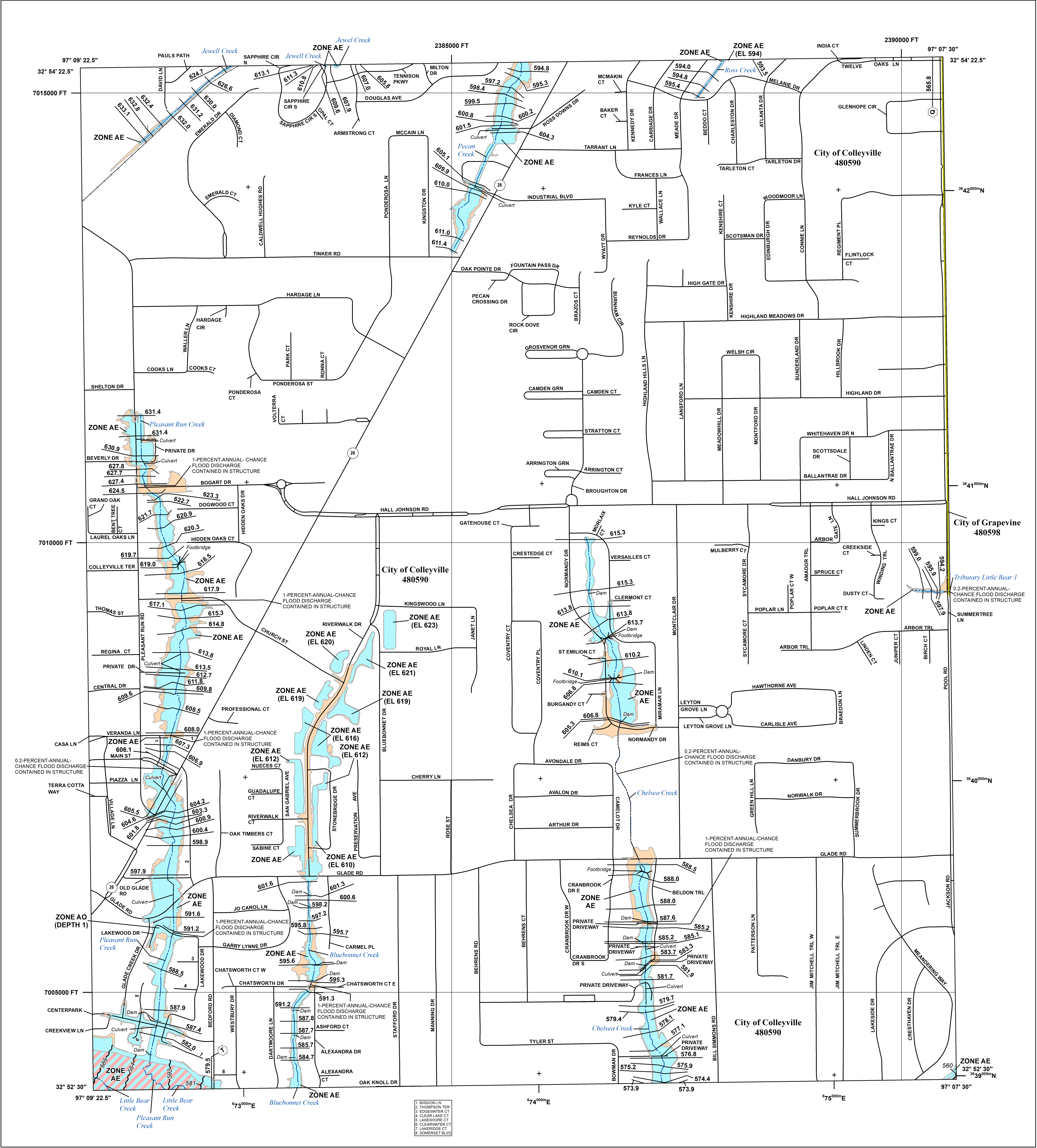
Notes to User: The Map Number shown below should be used when placing map orders. The Community Number shown below should be used on insurance applications for the subject community.

MAP NUMBER 48439C0095K

MAP REVISED SEPTEMBER 25, 2009

Federal Emergency Management Agency

EXHIBIT 3
PRELIMINAR EFFECTIVE FIRM



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A.V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X	Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN	Area of Minimal Flood Hazard Zone X
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation	
	Coastal Transect	
	Coastal Transect Baseline	
	Profile Baseline	
	Hydrographic Feature	
OTHER FEATURES	Base Flood Elevation Line (BFE)	Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Service Center website at <https://mssc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

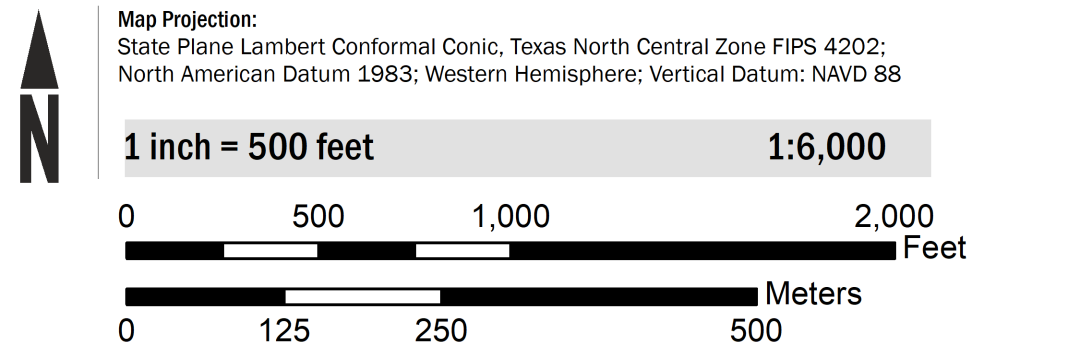
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

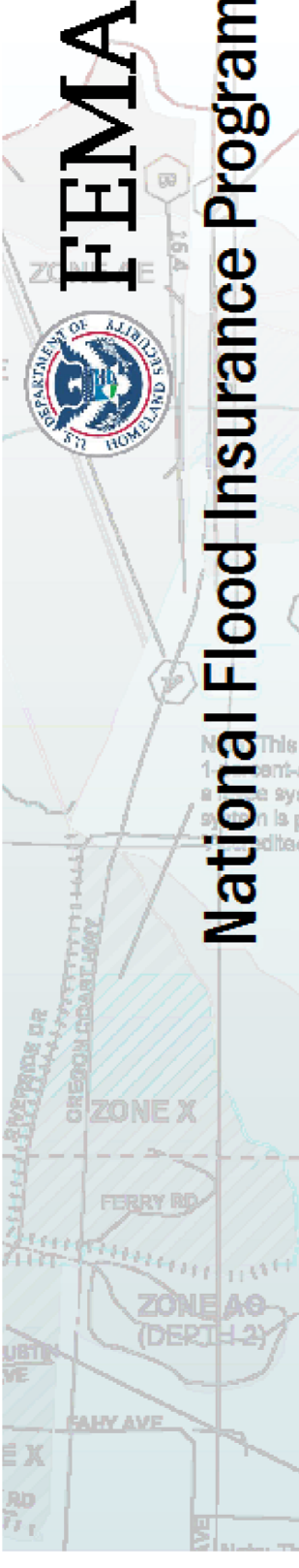
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was derived from multiple sources. The Texas Natural Resources Information System (TNRIS) provided the Texas Department of Transportation (TxDOT) county boundaries and transportation layers dated 2015. The North Central Texas Council of Governments (NCTCOG) provided transportation layers and community boundaries dated 2019. Base map data for community boundaries was also provided by local communities dated 2019.

SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

TARRANT COUNTY, TEXAS
and Incorporated Areas

PANEL 94 of 495

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
COLLEYVILLE, CITY OF	480590	0094	L
GRAPEVINE, CITY OF	480598	0094	L

PRELIMINARY
11/13/2020

VERSION NUMBER
2.6.4.6

MAP NUMBER
48439C0094L

MAP REVISED

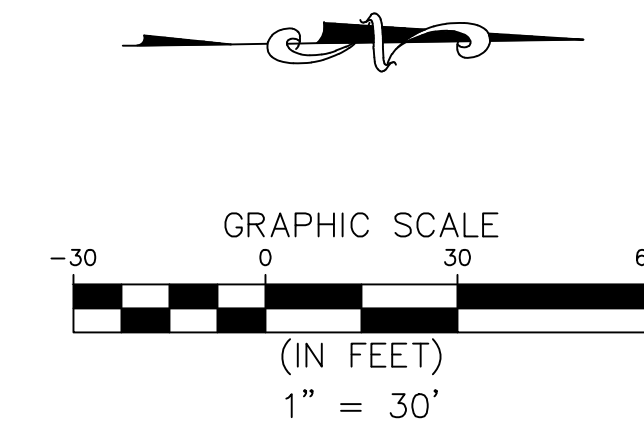
EXHIBIT 4

OVERALL DRAINAGE AREA MAP

EXHIBIT 5
FLOODPLAIN WORKMAP



2023015-Hydraulic Comparison									
For the 100-yr Storm Event									
River	River Station	Q _{Existing}	Q _{proposed}	Storm Freq.	Existing WSEL	Existing Vel.	Proposed WSEL	Proposed Vel.	Difference (Proposed-Existing) WSEL
					(ft)	(ft/s)	(ft)	(ft/s)	(ft)
Reach 1	7281	793.4	793.4	100 YR	611.35	3.8	608.07	9.5	-3.28
Reach 1	7203	793.4	793.4	100 YR	611.06	4.7	607.91	8.8	-3.15
Reach 1	7131	793.4	793.4	100 YR	609.84	8.6	607.99	7.5	-1.85
Reach 1	6988	793.4	793.4	100 YR	608.84	6.5	608.05	5.9	-0.79
Reach 1	6883	-	793.4	100 YR	-	-	608.06	5.2	-
Reach 1	6803	883	882.5	100 YR	608.27	4.1	607.96	5.5	-0.31
Reach 1	6675	-	882.5	100 YR	-	-	607.96	5.0	-
Reach 1	6649	-	882.5	100 YR	-	-	607.95	4.9	-
Reach 1	6645	883	-	100 YR	608.24	3.0	-	-	-
Reach 1	6580	883	882.5	100 YR	606.93	8.8	606.93	8.8	0.00
Reach 1	6524	883	882.5	100 YR	606.07	9.1	606.06	9.1	-0.01
Reach 1	6470	883	882.5	100 YR	605.82	7.2	605.82	7.2	0.00



LEGEND

-
- PROPERTY BOUNDARY: Solid black line
- EXISTING CONTOUR: Dashed black line with '500' label
- PROPOSED CONTOUR: Dashed black line with '500' label
- EXISTING CREEK CL: Dashed blue line
- PROPOSED CREEK CL: Dashed cyan line
- EXISTING FLOODPLAIN: Solid magenta line
- PROPOSED FLOODPLAIN: Dashed yellow line
- EXISTING CROSS SECTION: Solid green line with 'XS 6803' label
- PROPOSED CROSS SECTION: Solid blue line with 'XS 7281' label

REVISIONS	COMMENTS
-----------	----------

NO.	DATE:
-----	-------

evolving®
Civil Engineering + Planning
2570 River Park Plaza, Ste 100, Fort Worth, TX 76116
TBPE NO. F-12452

6312 COLLEYVILLE BLVD.
COLLEYVILLE, TEXAS 76034

FLOODPLAIN
WORKMAP

DRAWN BY:	RK
DESIGNED BY:	RK
CHECKED BY:	MW
PROJECT NO.	2023015
DATE:	10/29/2024
SHEET:	

EXHIBIT 5

HYDROLOGY PARAMETERS

**TIME OF CONCENTRATION
CALCULATIONS**

EXISTING AREA - OS-1

For Sheet Flow of less than 300 feet (Manning's)

$$T_t = (0.007 * (n * L)^{0.8} / P_2 * 0.5 * S^{0.4}) * 60$$

Travel Time	T_t	5.61 min
Manning's 'n'	n	0.150
Length	L	100 feet
2-year, 24-hour rainfall	P_2	3.9 inches
Slope	S	0.0650 ft/ft

Shallow Concentrated Flow

Unpaved	$V = 16.13 * (S)^{0.5}$
Paved	$V = 20.33 * (S)^{0.5}$

Average Velocity	V	2.47 (ft/s)
Slope	S	0.023 (ft/ft)

Average Velocity	V	1.57 (ft/s)
Slope	S	0.006 (ft/ft)

Time	t	34.88 min
Distance	d	3296 feet
Velocity	v	1.57 ft/s

Channel Flow

$$V = (1.49/n) * (R)^{0.67} * (S)^{1/2}$$

$$T_t = L/3600V$$

{COFW Manual 1.3.6. 1.13 1.9}

Travel time		0.015625 hour	
Flow Length	L	225 feet	
Ave. Velocity	V	4 ft/sec	
Mannings	n	0.03	
Hydraulic	R	9.345794	A/P _w
Slope	S	0.035556	ft/ft
Cross Section Area	A	1000	ft ²
Wetted Perimeter	P _w	107	ft

0.9375 min.

see chart on Mannings Tab

Total Travel Time

Sheet Flow	5.61 Min.
Shallow Concentrated Flow	34.88 Min.
Channel Flow	0.9375 Min.

TOTAL TIME	41.43 Min.
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LAG TIME	24.86 Min.
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EXISTING AREA - OS-2

For Sheet Flow of less than 300 feet (Manning's)

$T_t = (0.007 * (n * L)^{0.8} / P_2 * 0.5 * S^{0.4}) * 60$

Travel Tim T_t	13.68 min
Manning's n	0.150
Length L	100 feet
2-year, 24- P_2	3.9 inches
Slope S	0.0070 ft/ft

Shallow Concentrated Flow

Unpaved $V = 16.13 * (S)^{0.5}$

Paved $V = 20.33 * (S)^{0.5}$

Unpaved	Average V	3.02 (ft/s)
	Slope S	0.035 (ft/ft)
Paved	Average V	1.57 (ft/s)
	Slope S	0.006 (ft/ft)

Time t	11.41 min
Distance d	1078 feet
Velocity v	1.57 ft/s

Channel Flow

$V = (1.49/n) * (R)^{0.67} * (S)^{1/2}$

$T_t = L/3600V$

{COFW Manual 1.3.6. 1.13 1.9}

Travel time	0.013472	hour
Flow Lengt L	194	feet
Ave. Veloc V	4	ft/sec
Mannings n	0.03	
Hydraulic R	9.345794	A/ P_w
Slope S	0.004	ft/ft
Cross Sect A	1000	ft ²
Wetted Pe/ P_w	107	ft

0.808333 min.

see chart on Mannings Tab

Total Travel Time

Sheet Flow	13.68 Min.
Shallow Concentrated	11.41 Min.
Channel Flow	0.808333 Min.

TOTAL TIME	25.90 Min.
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LAG TIME	15.5378 Min.
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EXISTING AREA - OS-3

For Sheet Flow of less than 300 feet (Manning's)

T_t = (0.007*(n*L)^{0.8} / P₂*0.5*S^{0.4})*60

Travel Time T _t	5.79 min
Manning's n	0.150
Length L	100 feet
2-year, 24-hr P ₂	3.9 inches
Slope S	0.0600 ft/ft

Shallow Concentrated Flow

Unpaved V = 16.13*(S)^{0.5}
Paved V = 20.33*(S)^{0.5}

Unpaved	Average Velocity V	2.18 (ft/s)
	Slope S	0.018 (ft/ft)
Paved	Average Velocity V	1.57 (ft/s)
	Slope S	0.006 (ft/ft)

Time t	4.63 min
Distance d	437 feet
Velocity v	1.57 ft/s

Channel Flow

V = (1.49/n)*(R)^{0.67} * (S)^{1/2}

T_t = L/3600V

{COFW Manual 1.3.6. 1.13 1.9}

Travel time	0	hour
Flow Length L	0	feet
Ave. Velocity V	4	ft/sec
Manning's n	0.03	
Hydraulic Radius R	9.345794	A/P _w
Slope S	0.004	ft/ft
Cross Section Area A	1000	ft ²
Wetted Perimeter P _w	107	ft

0 min.

see chart on Mannings Tab

Total Travel Time

Sheet Flow	5.79 Min.
Shallow Concentrated	4.63 Min.
Channel Flow	0 Min.

TOTAL TIME	10.42 Min.
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LAG TIME 6.250224 Min.

EXISTING AREA - ON-1

For Sheet Flow of less than 300 feet (Manning's)

$$T_t = (0.007 * (n * L)^{0.8} / P_2 * 0.5 * S^{0.4}) * 60$$

Travel Time T_t	15.75 min
Manning's n	0.400
Length L	100 feet
2-year, 24-hr P_2	3.9 inches
Slope S	0.0350 ft/ft

Shallow Concentrated Flow

$$\text{Unpaved } V = 16.13 * (S)^{0.5}$$

$$\text{Paved } V = 20.33 * (S)^{0.5}$$

Unpaved	Average Velocity V	2.01 (ft/s)	
	Slope S	0.016 (ft/ft)	0.030435

Paved	Average Velocity V	1.57 (ft/s)	
	Slope S	0.006 (ft/ft)	

Time t	1.86 min
Distance d	225 feet
Velocity v	2.01 ft/s

Channel Flow

$$V = (1.49/n) * (R)^{0.67} * (S)^{1/2}$$

$$T_t = L / 3600V$$

{COFW Manual 1.3.6. 1.13 1.9}

Travel time	0.026111	hour
Flow Length L	376	feet
Ave. Velocity V	4	ft/sec
Manning's n	0.03	
Hydraulic Radius R	9.345794	A/P _w
Slope S	0.004	ft/ft
Cross Section Area A	1000	ft ²
Wetted Perimeter P_w	107	ft

1.566667 min.

see chart on Mannings Tab

Total Travel Time

Sheet Flow	15.75 Min.
Shallow Concentrated	1.86 Min.
Channel Flow	1.566667 Min.
TOTAL TIME	19.18 Min.
LAG TIME	11.50744 Min.

PROPOSED AREA - ON-1

For Sheet Flow of less than 300 feet (Manning's)

$$T_t = (0.007 * (n * L)^{0.8} / P_2 * 0.5 * S^{0.4}) * 60$$

Travel Tim T_t	1.16 min
Manning's n	0.010
Length L	100 feet
2-year, 24- P_2	3.9 inches
Slope S	0.0150 ft/ft

Shallow Concentrated Flow

$$\text{Unpaved } V = 16.13 * (S)^{0.5}$$

$$\text{Paved } V = 20.33 * (S)^{0.5}$$

Unpaved	Average V	2.98 (ft/s)
	Slope S	0.034 (ft/ft)

Paved	Average V	1.57 (ft/s)
	Slope S	0.006 (ft/ft)

Time t	2.48 min
Distance d	234 feet
Velocity v	1.57 ft/s

Channel Flow

$$V = (1.49/n) * (R)^{0.67} * (S)^{1/2}$$

$$T_t = L / 3600V$$

{COFW Manual 1.3.6. 1.13 1.9}

Travel time	0.023194	hour
Flow Lengt L	334	feet
Ave. Veloc V	4	ft/sec
Mannings n	0.03	
Hydraulic R	9.345794	A/ P_w
Slope S	0.004	ft/ft
Cross Sect A	1000	ft ²
Wetted Pei P_w	107	ft

1.391667 min.

see chart on Mannings Tab

Total Travel Time

Sheet Flow	1.16 Min.
Shallow Concentrated	2.48 Min.
Channel Flow	1.391667 Min.

TOTAL TIME	5.02 Min.
Min time=	10 Min.
LAG TIME	6 Min.

**COMPOSITE CN NUMBER
CALCULATIONS**

EXISTING COMPOSITE CN CALCULATIONS

AREA NAME	LandUse	Area	MUSYM	Soil_Group	CN	CN*Area
OS-1	Residential districts: 1/4 acre	43.5600	BmC	C	83	3615.48
OS-1	Urban districts: Commercial and business	609.8400	BmC	C	94	57324.96
OS-1	Urban districts: Commercial and business	0.0000	BmC	C	94	0
OS-1	Impervious areas: Paved; curbs and storm drains	7100.2800	BmC	C	98	695827.4
OS-1	Open space: Good condition	550772.6400	BmC	C	74	40757175
OS-3	Urban districts: Commercial and business	3528.3600	RaA	C	94	331665.8
OS-1	Residential districts: 1/4 acre	87.1200	CrD	D	87	7579.44
OS-1	Impervious areas: Paved; curbs and storm drains	0.0000	CrD	D	98	0
OS-1	Impervious areas: Paved; curbs and storm drains	130.6800	CrD	D	98	12806.64
OS-1	Impervious areas: Paved; curbs and storm drains	35457.8400	CrD	D	98	3474868
OS-1	Open space: Good condition	61332.4800	CrD	D	80	4906598
OS-1	Urban districts: Commercial and business	32321.5200	GuC	B	92	2973580
OS-1	Residential districts: 1/2 acre	16901.2800	GuC	B	70	1183090
OS-1	Urban districts: Commercial and business	68302.0800	GuC	B	92	6283791
OS-1	Residential districts: 1/4 acre	230563.0800	GuC	B	75	17292231
OS-1	Pasture or range land: good condition	177463.4400	GuC	B	61	10825270
OS-1	Urban districts: Commercial and business	40205.8800	GuC	B	92	3698941
OS-1	Impervious areas: Paved; curbs and storm drains	188484.1200	GuC	B	98	18471444
OS-1	Pasture or range land: good condition	696.9600	GfB	B	61	42514.56
OS-1	Residential districts: 1 acre	46391.4000	GfB	B	68	3154615
OS-1	Residential districts: 1/2 acre	82720.4400	GfB	B	70	5790431
OS-1	Residential districts: 1/2 acre	91345.3200	GfB	B	70	6394172
OS-1	Residential districts: 1/2 acre	82371.9600	GfB	B	70	5766037
OS-1	Impervious areas: Paved; curbs and storm drains	53622.3600	GfB	B	98	5254991
OS-1	Pasture or range land: good condition	1437.4800	RuA	C	74	106373.5
ON-1	Pasture or range land: good condition	5009.4000	RuA	C	74	370695.6
OS-3	Pasture or range land: good condition	43.5600	RuA	C	74	3223.44
OS-1	Pasture or range land: good condition	0.0000	RuA	C	74	0
OS-1	Residential districts: 1/3 acre	0.0000	RuA	C	81	0
OS-1	Urban districts: Commercial and business	97138.8000	RuA	C	94	9131047
OS-1	Pasture or range land: good condition	392.0400	RuA	C	74	29010.96
OS-3	Urban districts: Commercial and business	1176.1200	RuA	C	94	110555.3
OS-1	Urban districts: Commercial and business	25787.5200	RuA	C	94	2424027
OS-1	Residential districts: 1/4 acre	8232.8400	RuA	C	83	683325.7
OS-1	Residential districts: 1/4 acre	2787.8400	RuA	C	83	231390.7
OS-1	Residential districts: 1/4 acre	7318.0800	RuA	C	83	607400.6
OS-1	Residential districts: 1/4 acre	0.0000	RuA	C	83	0
OS-1	Impervious areas: Paved; curbs and storm drains	7927.9200	RuA	C	98	776936.2
OS-1	Urban districts: Commercial and business	207911.8800	RuA	C	94	19543717
OS-1	Urban districts: Commercial and business	641900.1600	RuA	C	94	60338615
ON-1	Impervious areas: Paved; curbs and storm drains	43.5600	RuA	C	98	4268.88
OS-3	Impervious areas: Paved; curbs and storm drains	15725.1600	RuA	C	98	1541066
OS-1	Impervious areas: Paved; curbs and storm drains	291198.6000	RuA	C	98	28537463
OS-1	Open space: Good condition	823850.2800	RuA	C	74	60964921
OS-1	Residential districts: 1/4 acre	26963.6400	GgC	B	75	2022273
OS-1	Residential districts: 1/4 acre	109030.6800	GgC	B	75	8177301
OS-1	Impervious areas: Paved; curbs and storm drains	26876.5200	GgC	B	98	2633899
OS-1	Residential districts: 1/4 acre	2570.0400	SsD	B	75	192753
OS-1	Residential districts: 1/4 acre	827.6400	SsD	B	75	62073
OS-1	Residential districts: 1/4 acre	84288.6000	SsD	B	75	6321645
OS-1	Impervious areas: Paved; curbs and storm drains	31537.4400	SsD	B	98	3090669
OS-1	Impervious areas: Paved; curbs and storm drains	0.0000	SsD	B	98	0
OS-1	Residential districts: 1/2 acre	92565.0000	GfB	B	70	6479550
OS-1	Residential districts: 1/2 acre	224072.6400	GfB	B	70	15685085
OS-1	Residential districts: 1/2 acre	19471.3200	GfB	B	70	1362992
OS-1	Residential districts: 1/3 acre	32495.7600	GfB	B	72	2339695
OS-1	Residential districts: 1/3 acre	9931.6800	GfB	B	72	715081
OS-1	Urban districts: Commercial and business	8145.7200	GfB	B	92	749406.2
OS-1	Residential districts: 1/4 acre	6838.9200	GfB	B	75	512919
OS-1	Impervious areas: Paved; curbs and storm drains	86902.2000	GfB	B	98	8516416
OS-1	Pasture or range land: good condition	31973.0400	SsD	B	61	1950355
OS-1	Pasture or range land: good condition	43167.9600	SsD	B	61	2633246
ON-1	Pasture or range land: good condition	81675.0000	SsD	B	61	4982175
OS-2	Pasture or range land: good condition	653.4000	SsD	B	61	39857.4
OS-2	Residential districts: 1/2 acre	255566.5200	SsD	B	70	17889656
OS-1	Residential districts: 1/2 acre	3005.6400	SsD	B	70	210394.8
OS-2	Residential districts: 1/2 acre	168010.9200	SsD	B	70	11760764
OS-1	Residential districts: 1/2 acre	9147.6000	SsD	B	70	640332
OS-2	Urban districts: Commercial and business	44039.1600	SsD	B	92	4051603
OS-2	Pasture or range land: good condition	100797.8400	SsD	B	61	6148668
OS-1	Pasture or range land: good condition	130984.9200	SsD	B	61	7990080
OS-1	Residential districts: 1/2 acre	653.4000	SsD	B	70	45738
OS-1	Residential districts: 1/2 acre	228428.6400	SsD	B	70	15990005
OS-1	Residential districts: 1/3 acre	92521.4400	SsD	B	72	6661544
OS-1	Urban districts: Commercial and business	225945.7200	SsD	B	92	20787006
OS-1	Residential districts: 1/2 acre	45912.2400	SsD	B	70	3213857
ON-1	Impervious areas: Paved; curbs and storm drains	43.5600	SsD	B	98	4268.88
OS-3	Impervious areas: Paved; curbs and storm drains	87.1200	SsD	B	98	8537.76
OS-2	Impervious areas: Paved; curbs and storm drains	64599.4800	SsD	B	98	6330749
OS-1	Impervious areas: Paved; curbs and storm drains	110860.2000	SsD	B	98	10864300
OS-1	Residential districts: 1/4 acre	827.6400	GfC	B	75	62073
OS-1	Residential districts: 1/4 acre	46565.6400	GfC	B	75	3492423
ON-1	Pasture or range land: good condition	18208.0800	GfC	B	61	1110693
OS-3	Urban districts: Commercial and business	108856.4400	GfC	B	92	10014792
OS-1	Urban districts: Commercial and business	46609.2000	GfC	B	92	4288046
OS-1	Residential districts: 1/4 acre	11586.9600	GfC	B	75	869022
OS-1	Residential districts: 1/4 acre	8102.1600	GfC	B	75	607662
OS-1	Residential districts: 1/4 acre	95309.2800	GfC	B	75	7148196
OS-1	Residential districts: 1/4 acre	92782.8000	GfC	B	75	6958710
OS-1	Residential districts: 1/4 acre	50355.3600	GfC	B	75	3776652
OS-1	Residential districts: 1/4 acre	27355.6800	GfC	B	75	2051676
OS-1	Residential districts: 1/4 acre	37418.0400	GfC	B	75	2806353
OS-1	Impervious areas: Paved; curbs and storm drains	159037.5600	GfC	B	98	15585681
OS-1	Urban districts: Commercial and business	8232.8400	GfC	B	92	757421.3
ON-1	Impervious areas: Paved; curbs and storm drains	914.7600	GfC	B	98	89646.48
OS-3	Impervious areas: Paved; curbs and storm drains	31929.4800	GfC	B	98	3129089
OS-1	Impervious areas: Paved; curbs and storm drains	3920.4000	GfC	B	98	384199.2
OS-1	Residential districts: 1/2 acre	6577.5600	CrB	D	85	559092.6
OS-1	Residential districts: 1/3 acre	41991.8400	CrB	D	86	3611298
OS-1	Residential districts: 1/3 acre	8232.8400	CrB	D	86	708024.2

OS-1	Urban districts: Commercial and business	65732.0400	CrB	D	95	6244544
OS-1	Urban districts: Commercial and business	26658.7200	CrB	D	95	2532578
OS-1	Impervious areas: Paved; curbs and storm drains	41033.5200	CrB	D	98	4021285
ON-1	Pasture or range land: good condition	20081.1600	CrB	D	80	1606493
OS-2	Pasture or range land: good condition	174.2400	CrB	D	80	13939.2
OS-3	Urban districts: Commercial and business	130.6800	CrB	D	95	12414.6
OS-2	Urban districts: Commercial and business	20734.5600	CrB	D	95	1969783
ON-1	Impervious areas: Paved; curbs and storm drains	130.6800	CrB	D	98	12806.64
OS-3	Impervious areas: Paved; curbs and storm drains	2787.8400	CrB	D	98	273208.3
OS-2	Impervious areas: Paved; curbs and storm drains	1306.8000	CrB	D	98	128066.4
OS-1	Residential districts: 1/2 acre	3354.1200	BmC	C	80	268329.6
OS-2	Pasture or range land: good condition	83504.5200	BmC	C	74	6179334
OS-1	Pasture or range land: good condition	43080.8400	BmC	C	74	3187982
OS-2	Residential districts: 1/2 acre	2047.3200	BmC	C	80	163785.6
OS-1	Residential districts: 1/2 acre	72396.7200	BmC	C	80	5791738
OS-2	Residential districts: 1/2 acre	740.5200	BmC	C	80	59241.6
OS-1	Impervious areas: Paved; curbs and storm drains	12283.9200	BmC	C	98	1203824
OS-1	Residential districts: 1/4 acre	5445.0000	GfB	B	75	408375
OS-1	Residential districts: 1/4 acre	4138.2000	GfB	B	75	310365
OS-1	Residential districts: 1/4 acre	141003.7200	GfB	B	75	10575279
OS-1	Urban districts: Commercial and business	615023.6400	GfB	B	92	56582175
OS-1	Impervious areas: Paved; curbs and storm drains	9844.5600	GfB	B	98	964766.9
OS-1	Open space: Good condition	106460.6400	GfB	B	61	6494099
OS-1	Impervious areas: Paved; curbs and storm drains	1785.9600	GfB	B	98	175024.1
OS-1	Pasture or range land: good condition	11282.0400	GfC	B	61	688204.4
OS-2	Residential districts: 1/2 acre	169012.8000	GfC	B	70	11830896
OS-1	Residential districts: 1/2 acre	80193.9600	GfC	B	70	5613577
OS-2	Pasture or range land: good condition	146971.4400	GfC	B	61	8965258
OS-1	Pasture or range land: good condition	43.5600	GfC	B	61	2657.16
OS-2	Residential districts: 1/2 acre	1916.6400	GfC	B	70	134164.8
OS-1	Residential districts: 1/2 acre	5140.0800	GfC	B	70	359805.6
OS-1	Residential districts: 1/2 acre	35065.8000	GfC	B	70	2454606
OS-1	Residential districts: 1/3 acre	52794.7200	GfC	B	72	3801220
OS-1	Urban districts: Commercial and business	26005.3200	GfC	B	92	2392489
OS-2	Impervious areas: Paved; curbs and storm drains	19819.8000	GfC	B	98	1942340
OS-1	Impervious areas: Paved; curbs and storm drains	34891.5600	GfC	B	98	3419373
OS-2	Pasture or range land: good condition	130.6800	GfC	B	61	7971.48
OS-1	Pasture or range land: good condition	4791.6000	GfC	B	61	292287.6
OS-1	Residential districts: 1 acre	34848.0000	GfC	B	68	2369664
OS-1	Residential districts: 1/2 acre	116610.1200	GfC	B	70	8162708
OS-1	Residential districts: 1/2 acre	572334.8400	GfC	B	70	40063439
OS-1	Residential districts: 1/2 acre	163916.2800	GfC	B	70	11474140
OS-2	Residential districts: 1/2 acre	1437.4800	GfC	B	70	100623.6
OS-1	Residential districts: 1/2 acre	65514.2400	GfC	B	70	4585997
OS-1	Impervious areas: Paved; curbs and storm drains	112254.1200	GfC	B	98	11000904
OS-1	Residential districts: 1/2 acre	75141.0000	CuC	D	85	6386985
OS-1	Residential districts: 1/4 acre	52794.7200	CuC	D	87	4593141
OS-1	Pasture or range land: good condition	37984.3200	CuC	D	80	3038746
OS-1	Impervious areas: Paved; curbs and storm drains	17946.7200	CuC	D	98	1758779
						</

PROPOSED COMPOSITE CN CALCULATIONS

AREA NAME	LandUse	Area	MUSYM	Soil_Group	CN	CN*Area
OS-1	Residential districts: 1/4 acre	43.5600	BmC	C	83	3615.48
OS-1	Urban districts: Commercial and business	609.8400	BmC	C	94	57324.96
OS-1	Urban districts: Commercial and business	0.0000	BmC	C	94	0
OS-1	Impervious areas: Paved; curbs and storm drains	7100.2800	BmC	C	98	695827.4
OS-1	Open space: Good condition	550772.6400	BmC	C	74	40757175
OS-3	Urban districts: Commercial and business	3528.3600	RaA	C	94	331665.8
OS-1	Residential districts: 1/4 acre	87.1200	CrD	D	87	7579.44
OS-1	Impervious areas: Paved; curbs and storm drains	0.0000	CrD	D	98	0
OS-1	Impervious areas: Paved; curbs and storm drains	130.6800	CrD	D	98	12806.64
OS-1	Impervious areas: Paved; curbs and storm drains	35457.8400	CrD	D	98	3474868
OS-1	Open space: Good condition	61332.4800	CrD	D	80	4906598
OS-1	Urban districts: Commercial and business	32321.5200	GuC	B	92	2973580
OS-1	Residential districts: 1/2 acre	16901.2800	GuC	B	70	1183090
OS-1	Urban districts: Commercial and business	68302.0800	GuC	B	92	6283791
OS-1	Residential districts: 1/4 acre	230563.0800	GuC	B	75	17292231
OS-1	Pasture or range land: good condition	177463.4400	GuC	B	61	10825270
OS-1	Urban districts: Commercial and business	40205.8800	GuC	B	92	3698941
OS-1	Impervious areas: Paved; curbs and storm drains	188484.1200	GuC	B	98	18471444
OS-1	Pasture or range land: good condition	696.9600	GfB	B	61	42514.56
OS-1	Residential districts: 1 acre	46391.4000	GfB	B	68	3154615
OS-1	Residential districts: 1/2 acre	82720.4400	GfB	B	70	5790431
OS-1	Residential districts: 1/2 acre	91345.3200	GfB	B	70	6394172
OS-1	Residential districts: 1/2 acre	82371.9600	GfB	B	70	5766037
OS-1	Impervious areas: Paved; curbs and storm drains	53622.3600	GfB	B	98	5254991
OS-1	Pasture or range land: good condition	1437.4800	RuA	C	74	106373.5
ON-1	Urban districts: Commercial and business	5009.4000	RuA	C	94	470883.6
OS-3	Pasture or range land: good condition	43.5600	RuA	C	74	3223.44
OS-1	Pasture or range land: good condition	0.0000	RuA	C	74	0
OS-1	Residential districts: 1/3 acre	0.0000	RuA	C	81	0
OS-1	Urban districts: Commercial and business	97138.8000	RuA	C	94	9131047
OS-1	Pasture or range land: good condition	392.0400	RuA	C	74	29010.96
OS-3	Urban districts: Commercial and business	1176.1200	RuA	C	94	110555.3
OS-1	Urban districts: Commercial and business	25787.5200	RuA	C	94	2424027
OS-1	Residential districts: 1/4 acre	8232.8400	RuA	C	83	683325.7
OS-1	Residential districts: 1/4 acre	2787.8400	RuA	C	83	231390.7
OS-1	Residential districts: 1/4 acre	7318.0800	RuA	C	83	607400.6
OS-1	Residential districts: 1/4 acre	0.0000	RuA	C	83	0
OS-1	Impervious areas: Paved; curbs and storm drains	7927.9200	RuA	C	98	776936.2
OS-1	Urban districts: Commercial and business	207911.8800	RuA	C	94	19543717
OS-1	Urban districts: Commercial and business	641900.1600	RuA	C	94	60338615
ON-1	Impervious areas: Paved; curbs and storm drains	43.5600	RuA	C	98	4268.88
OS-3	Impervious areas: Paved; curbs and storm drains	15725.1600	RuA	C	98	1541066
OS-1	Impervious areas: Paved; curbs and storm drains	291198.6000	RuA	C	98	28537463
OS-1	Open space: Good condition	823850.2800	RuA	C	74	60964921
OS-1	Residential districts: 1/4 acre	26963.6400	GgC	B	75	2022273
OS-1	Residential districts: 1/4 acre	109030.6800	GgC	B	75	8177301
OS-1	Impervious areas: Paved; curbs and storm drains	26876.5200	GgC	B	98	2633899
OS-1	Residential districts: 1/4 acre	2570.0400	SsD	B	75	192753
OS-1	Residential districts: 1/4 acre	827.6400	SsD	B	75	62073
OS-1	Residential districts: 1/4 acre	84288.6000	SsD	B	75	6321645
OS-1	Impervious areas: Paved; curbs and storm drains	31537.4400	SsD	B	98	3090669
OS-1	Impervious areas: Paved; curbs and storm drains	0.0000	SsD	B	98	0
OS-1	Residential districts: 1/2 acre	92565.0000	GfB	B	70	6479550
OS-1	Residential districts: 1/2 acre	224072.6400	GfB	B	70	15685085
OS-1	Residential districts: 1/2 acre	19471.3200	GfB	B	70	1362992
OS-1	Residential districts: 1/3 acre	32495.7600	GfB	B	72	2339695
OS-1	Residential districts: 1/3 acre	9931.6800	GfB	B	72	715081
OS-1	Urban districts: Commercial and business	8145.7200	GfB	B	92	749406.2
OS-1	Residential districts: 1/4 acre	6838.9200	GfB	B	75	512919
OS-1	Impervious areas: Paved; curbs and storm drains	86902.2000	GfB	B	98	8516416
OS-1	Pasture or range land: good condition	31973.0400	SsD	B	61	1950355
OS-1	Pasture or range land: good condition	43167.9600	SsD	B	61	2633246
ON-1	Urban districts: Commercial and business	81675.0000	SsD	B	92	7514100
OS-2	Pasture or range land: good condition	653.4000	SsD	B	61	39857.4
OS-2	Residential districts: 1/2 acre	255566.5200	SsD	B	70	17889656
OS-1	Residential districts: 1/2 acre	3005.6400	SsD	B	70	210394.8
OS-2	Residential districts: 1/2 acre	168010.9200	SsD	B	70	11760764
OS-1	Residential districts: 1/2 acre	9147.6000	SsD	B	70	640332
OS-2	Urban districts: Commercial and business	44039.1600	SsD	B	92	4051603
OS-2	Pasture or range land: good condition	100797.8400	SsD	B	61	6148668
OS-1	Pasture or range land: good condition	130984.9200	SsD	B	61	7990080
OS-1	Residential districts: 1/2 acre	653.4000	SsD	B	70	45738
OS-1	Residential districts: 1/2 acre	228428.6400	SsD	B	70	15990005
OS-1	Residential districts: 1/3 acre	92521.4400	SsD	B	72	6661544
OS-1	Urban districts: Commercial and business	225945.7200	SsD	B	92	20787006
OS-1	Residential districts: 1/2 acre	45912.2400	SsD	B	70	3213857
ON-1	Impervious areas: Paved; curbs and storm drains	43.5600	SsD	B	98	4268.88
OS-3	Impervious areas: Paved; curbs and storm drains	87.1200	SsD	B	98	8537.76
OS-2	Impervious areas: Paved; curbs and storm drains	64599.4800	SsD	B	98	6330749
OS-1	Impervious areas: Paved; curbs and storm drains	110860.2000	SsD	B	98	10864300
OS-1	Residential districts: 1/4 acre	827.6400	GfC	B	75	62073
OS-1	Residential districts: 1/4 acre	46565.6400	GfC	B	75	3492423
ON-1	Urban districts: Commercial and business	18208.0800	GfC	B	92	1675143
OS-3	Urban districts: Commercial and business	108856.4400	GfC	B	92	10014792
OS-1	Urban districts: Commercial and business	46609.2000	GfC	B	92	4288046
OS-1	Residential districts: 1/4 acre	11586.9600	GfC	B	75	869022
OS-1	Residential districts: 1/4 acre	8102.1600	GfC	B	75	607662
OS-1	Residential districts: 1/4 acre	95309.2800	GfC	B	75	7148196
OS-1	Residential districts: 1/4 acre	92782.8000	GfC	B	75	6958710
OS-1	Residential districts: 1/4 acre	50355.3600	GfC	B	75	3776652
OS-1	Residential districts: 1/4 acre	27355.6800	GfC	B	75	2051676
OS-1	Residential districts: 1/4 acre	37418.0400	GfC	B	75	2806353
OS-1	Impervious areas: Paved; curbs and storm drains	159037.5600	GfC	B	98	15585681
OS-1	Urban districts: Commercial and business	8232.8400	GfC	B	92	757421.3
ON-1	Impervious areas: Paved; curbs and storm drains	914.7600	GfC	B	98	89646.48
OS-3	Impervious areas: Paved; curbs and storm drains	31929.4800	GfC	B	98	3129089
OS-1	Impervious areas: Paved; curbs and storm drains	3920.4000	GfC	B	98	384199.2
OS-1	Residential districts: 1/2 acre	6577.5600	CrB	D	85	559092.6
OS-1	Residential districts: 1/3 acre	41991.8400	CrB	D	86	3611298
OS-1	Residential districts: 1/3 acre	8232.8400	CrB	D	86	708024.2

OS-1	Urban districts: Commercial and business	65732.0400	CrB	D	95	6244544
OS-1	Urban districts: Commercial and business	26658.7200	CrB	D	95	2532578
OS-1	Impervious areas: Paved; curbs and storm drains	41033.5200	CrB	D	98	4021285
ON-1	Urban districts: Commercial and business	20081.1600	CrB	D	95	1907710
OS-2	Pasture or range land: good condition	174.2400	CrB	D	80	13939.2
OS-3	Urban districts: Commercial and business	130.6800	CrB	D	95	12414.6
OS-2	Urban districts: Commercial and business	20734.5600	CrB	D	95	1969783
ON-1	Impervious areas: Paved; curbs and storm drains	130.6800	CrB	D	98	12806.64
OS-3	Impervious areas: Paved; curbs and storm drains	2787.8400	CrB	D	98	273208.3
OS-2	Impervious areas: Paved; curbs and storm drains	1306.8000	CrB	D	98	128066.4
OS-1	Residential districts: 1/2 acre	3354.1200	BmC	C	80	268329.6
OS-2	Pasture or range land: good condition	83504.5200	BmC	C	74	6179334
OS-1	Pasture or range land: good condition	43080.8400	BmC	C	74	3187982
OS-2	Residential districts: 1/2 acre	2047.3200	BmC	C	80	163785.6
OS-1	Residential districts: 1/2 acre	72396.7200	BmC	C	80	5791738
OS-2	Residential districts: 1/2 acre	740.5200	BmC	C	80	59241.6
OS-1	Impervious areas: Paved; curbs and storm drains	12283.9200	BmC	C	98	1203824
OS-1	Residential districts: 1/4 acre	5445.0000	GfB	B	75	408375
OS-1	Residential districts: 1/4 acre	4138.2000	GfB	B	75	310365
OS-1	Residential districts: 1/4 acre	141003.7200	GfB	B	75	10575279
OS-1	Urban districts: Commercial and business	615023.6400	GfB	B	92	56582175
OS-1	Impervious areas: Paved; curbs and storm drains	9844.5600	GfB	B	98	964766.9
OS-1	Open space: Good condition	106460.6400	GfB	B	61	6494099
OS-1	Impervious areas: Paved; curbs and storm drains	1785.9600	GfB	B	98	175024.1
OS-1	Pasture or range land: good condition	11282.0400	GfC	B	61	688204.4
OS-2	Residential districts: 1/2 acre	169012.8000	GfC	B	70	11830896
OS-1	Residential districts: 1/2 acre	80193.9600	GfC	B	70	5613577
OS-2	Pasture or range land: good condition	146971.4400	GfC	B	61	8965258
OS-1	Pasture or range land: good condition	43.5600	GfC	B	61	2657.16
OS-2	Residential districts: 1/2 acre	1916.6400	GfC	B	70	134164.8
OS-1	Residential districts: 1/2 acre	5140.0800	GfC	B	70	359805.6
OS-1	Residential districts: 1/2 acre	35065.8000	GfC	B	70	2454606
OS-1	Residential districts: 1/3 acre	52794.7200	GfC	B	72	3801220
OS-1	Urban districts: Commercial and business	26005.3200	GfC	B	92	2392489
OS-2	Impervious areas: Paved; curbs and storm drains	19819.8000	GfC	B	98	1942340
OS-1	Impervious areas: Paved; curbs and storm drains	34891.5600	GfC	B	98	3419373
OS-2	Pasture or range land: good condition	130.6800	GfC	B	61	7971.48
OS-1	Pasture or range land: good condition	4791.6000	GfC	B	61	292287.6
OS-1	Residential districts: 1 acre	34848.0000	GfC	B	68	2369664
OS-1	Residential districts: 1/2 acre	116610.1200	GfC	B	70	8162708
OS-1	Residential districts: 1/2 acre	572334.8400	GfC	B	70	40063439
OS-1	Residential districts: 1/2 acre	163916.2800	GfC	B	70	11474140
OS-2	Residential districts: 1/2 acre	1437.4800	GfC	B	70	100623.6
OS-1	Residential districts: 1/2 acre	65514.2400	GfC	B	70	4585997
OS-1	Impervious areas: Paved; curbs and storm drains	112254.1200	GfC	B	98	11000904
OS-1	Residential districts: 1/2 acre	75141.0000	CuC	D	85	6386985
OS-1	Residential districts: 1/4 acre	52794.7200	CuC	D	87	4593141
OS-1	Pasture or range land: good condition	37984.3200	CuC	D	80	3038746
OS-1	Impervious areas: Paved; curbs and storm drains	17946.7200	CuC	D	98	1758779
	Total	10232461.8				
Subbasins Name	Area (sf)	CN*Area (ac)	Composite CN			
ON-1	126106.2	11678828	92.61			
OS-1	8860626.72	715155360	80.71			
OS-2	1081464.12	77716702.8	71.86			
OS-3	164264.76	15424552.4	93.90			

HEC-RAS HYDRAULIC TABLES

2023015-Hydraulic Comparison

For the 100-yr Storm Event

River	River Station	Q _{Existing}	Q _{proposed}	Storm Freq.	Existing WSEL	Existing Vel.	Proposed WSEL	Proposed Vel.	Difference (Proposed-Existing) WSEL
					(ft)	(ft/s)	(ft)	(ft/s)	(ft)
Reach 1	7281	793.4	793.4	100 YR	611.35	3.8	608.07	9.5	-3.28
Reach 1	7203	793.4	793.4	100 YR	611.06	4.7	607.91	8.8	-3.15
Reach 1	7131	793.4	793.4	100 YR	609.84	8.6	607.99	7.5	-1.85
Reach 1	6988	793.4	793.4	100 YR	608.84	6.5	608.05	5.9	-0.79
Reach 1	6883	-	793.4	100 YR	-	-	608.06	5.2	-
Reach 1	6803	883	882.5	100 YR	608.27	4.1	607.96	5.5	-0.31
Reach 1	6675	-	882.5	100 YR	-	-	607.96	5.0	-
Reach 1	6649	-	882.5	100 YR	-	-	607.95	4.9	-
Reach 1	6645	883	-	100 YR	608.24	3.0	-	-	-
Reach 1	6580	883	882.5	100 YR	606.93	8.8	606.93	8.8	0.00
Reach 1	6524	883	882.5	100 YR	606.07	9.1	606.06	9.1	-0.01
Reach 1	6470	883	882.5	100 YR	605.82	7.2	605.82	7.2	0.00



07 November 2024

Mr. Sam Shmaisani
Mr. Artuan McGee
Shmaisani 26 Holding, LLC
c/o Evolving Texas, LP
2570 River Park Plaza, Suite 100
Fort Worth, Texas 76116

Re: 6312 Colleyville Blvd- Protected Species Habitat Assessment
Approximately 2.7 acres located at 6312 Colleyville Boulevard in the City of Fort Worth, Tarrant County, Texas.

Dear Mr. Shmaisani and Mr. McGee,

Integrated Environmental Solutions, LLC (IES) performed a protected species habitat assessment on approximately 2.7 acres located at 6312 Colleyville Boulevard in the City of Fort Worth, Tarrant County, Texas (**Attachment A, Figure 1**) to satisfy Endangered Species Act (ESA) requirements. The following report includes a list of the federally and state protected species for Tarrant County, their preferred vegetation assemblages, a summary of vegetation communities identified on the site, an evaluation of whether the vegetation communities present on the site could support a protected species, and whether future proposed actions would affect listed species.

INTRODUCTION

Federally Protected Species

Endangered Species Act

The ESA of 1973 (Public Law [P.L.] 93-205) and amendments of 1988 (P.L. 100-578) were enacted to provide a program of preservation for endangered and threatened species and to provide protection for ecosystems upon which these species depend for their survival. The ESA requires all federal agencies to implement protection programs for designated species and to use their authorities to further the purposes of the Act. Responsibility for all or a significant portion of its range. Proposed species are defined as those that have been formally submitted to Congress for official listing as endangered or threatened.

The USFWS has identified species that are candidates for possible addition to the list of Endangered and Threatened Wildlife and Plants (50 Code of Federal Regulations [CFR] 17.11 and 17.12) under the ESA. The USFWS maintains a candidate list to: (1) provide advance knowledge of potential listings that could affect land planning decisions, (2) solicit input to identify candidate species that may require protection under the ESA, and (3) solicit information needed to prioritize the order in which species will be proposed for listing. Candidate species have no legal protection under the ESA.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act of 1918 (MBTA) states that it is unlawful to kill, capture, collect, possess, buy, sell, trade, or transport any migratory bird, nest, young, feather, or egg in part or in whole, without a federal permit issued in accordance with the Act's policies and regulations. The USFWS maintains a list of migratory birds (50 CFR 10.13), which includes, as of the date of this report, over 1,000 species. Under Director's Order 225 (05 October 2021), the USFWS interprets the MBTA to prohibit the incidental take of migratory bird and will enforce the statute accordingly, which went into effect 03 December 2021. In this order incidental take means, "the taking or killing of migratory birds that results from, but is not the purpose of, an activity." The USFWS acknowledges that a wide range of activities may result in incidental take of migratory birds, as such, they have developed a priority list for those actions that would require enforcement activities.

- a) The following types of conduct are not a priority for enforcement.
 - (1) A member of the general public conducting otherwise legal activities that incidentally take migratory birds;
 - (2) A federal agency conducting activities in accordance with a signed memorandum of understanding with the USFWS developed under Executive Order (EO) 13186 for conservation of migratory birds; or
 - (3) A public or private sector entity conducting activities in accordance with applicable beneficial practices for avoiding and minimizing incidental take.
- b) The USFWS prioritizes the following types of conduct for enforcement.
 - (1) Incidental take that is the result of an otherwise illegal activity; or
 - (2) Incidental take that:
 - a. Results from activities by a public or private sector entity that are otherwise legal;
 - b. Is foreseeable; and
 - c. Occurs where known general or activity-specific beneficial practices were not implemented.

Bald and Golden Eagle Protection Act

The Bald and Golden Eagle Protection Act (BGEPA) (16 U.S. Code [USC] 668-668d) prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald or golden eagles, including their parts (including feathers), nests, or eggs. Under the BGEPA, there are criminal penalties for persons who, "take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part (including feathers), nests, or egg thereof." The BGEPA defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb." Disturb is further defined as, "to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) decrease its productivity, by substantially interfering with normal breeding, feeding, or sheltering behaviors, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behaviors" (50 CFR 22.6). In addition to immediate actions, the BGEPA definition also covers the effects from human-induced alterations around previously used nest sites during a time when eagles are not present, if, upon the eagle's return, such alterations agitate or bother an eagle to a degree that interferes with or interrupts normal breeding, feeding, or sheltering habits, and causes injury, death, or nest abandonment. Revisions to the BGEPA went into effect on 12 April 2024, that included new specific and general permits for unavoidable nest taking for species protection and incidental take permits associated with disturbance, wind energy, and power lines. Additionally, mitigation credits for incidental eagle takings have been created and could be required for certain incidental take permits (e.g., wind energy).

State Protected Species

The Texas Parks and Wildlife Department (TPWD) Wildlife Diversity Program (WDP) maintains a list of threatened and endangered species by county. The State of Texas does not list threatened and endangered species using the same criteria as the federal government. When the USFWS lists a plant species, the State of Texas then lists that plant. Thus, the list of threatened and endangered plants in Texas directly reflects the federal list. However, the state has separate laws governing the listing of wildlife species as threatened or endangered. In Texas, wildlife species are designated as threatened or endangered according to Chapters 67 and 68 of the Texas Parks and Wildlife Code and Section 65.171 - 65.184 of Title 31 of the Texas Administrative Code. Species that are not currently listed by the Federal government may be listed as threatened or endangered by the TPWD.

METHODOLOGY

Prior to conducting fieldwork, the list of Endangered and Threatened Wildlife and Plants under the ESA was obtained through the USFWS Information, Planning, and Conservation System (IPaC), the TPWD WDP, and the Texas Natural Diversity Database (TXNDD). Information on the vegetation communities used by each wildlife species is detailed below. During the field survey, vegetation composition within and adjacent to the project site was noted to determine whether there was potential for protected species habitat. This survey was not designed to identify the presence of protected species; however, if species were observed, they were recorded. Photographs were taken at representative points, illustrating common vegetation communities within the survey area (**Attachment B**).

RESULTS

Literature Review

According to the USFWS, three species; Piping Plover (*Charadrius melodus*), Red Knot (*Calidris canutus rufa*), and Whooping Crane (*Grus americana*) are listed as federally protected (i.e., threatened or endangered) with the potential to occur within Tarrant County. Two of these species are conditionally listed as threatened within Tarrant County on the basis that the proposed project is for wind energy production, Red Knot and Piping Plover. The tricolored bat (*Perimyotis subflavus*) is listed as proposed endangered. The alligator snapping turtle (*Macrochelys temminckii*) is listed as proposed threatened. The monarch butterfly (*Danaus plexippus*) is listed as a candidate species. No federally listed critical habitat for these species is located within the vicinity of the survey area.

The TPWD lists 12 state protected species that could occur within Tarrant County, five of which are also federally listed avian species. The TPWD lists the following protected species for Tarrant County, black bear (*Ursus americanus*), Black Rail (*Laterallus jamaicensis*), Interior Least Tern (*Sternula antillarum* athalassos), Piping Plover, Red Knot, White-faced Ibis (*Plegadis chihi*), Whooping Crane, alligator snapping turtle, Texas horned lizard (*Phrynosoma cornutum*), Louisiana pigtoe (*Pleurobema riddellii*), sandbank pocketbook (*Lampsilis satura*), and Texas heelsplitter (*Potamilus amphichaenus*). The review of the TXNDD files did not indicate any unique vegetation communities, parks, or natural managed areas within the survey area.

Attachment C identifies the state and federally protected species that could potentially occur within Tarrant County from the IPaC and Rare and Threatened Endangered Species of Texas (RTEST) lists.

Site Survey

Mr. Seth Carr and Ms. Kylie Hughes of IES evaluated the survey corridor on 28 October 2024. This survey was designed to provide a habitat evaluation of the overall survey corridor with the primary focus on the vegetation communities.

The survey area was characterized by two distinct vegetation communities, **urban grassland** and **forested riparian corridor**. The **urban grassland** was dominated by herbaceous species including Bermudagrass (*Dactylon cynodon*), straggler daisy (*Calyptocarpus vialis*) and some woody species; post oak (*Quercus stellata*), sugarberry (*Celtis laevigata*), and American elm (*Ulmus americana*). The urban grassland community was largely maintained along Colleyville Boulevard.

The **forested riparian corridor** was dominated by woody species such as American elm, black willow (*Salix nigra*), boxelder (*Acer negundo*), Callery pear (*Pyrus calleryana*), Chinaberry (*Melia azedarach*), Chinese tallow (*Triadica sebifera*), eastern red cedar (*Juniperus virginiana*), green ash (*Fraxinus pennsylvanica*), Osage orange (*Maclera pomifera*), pecan (*Carya illinoensis*), post oak, and sugarberry were observed within the forested riparian corridor. Grasses and forbs including broadleaf cattail (*Typha latifolia*), climbing hempvine (*Mikania scandens*), common spikerush (*Eleocharis palustris*), curly dock (*Rumex crispus*), daffodil (*Narcissus pseudonarcissus*), Great Plains flatsedge (*Cyperus lupulinus*), herb of grace (*Bacopa monnieri*), Johnsongrass (*Sorghum halepense*), poison ivy (*Toxicodendron radicans*), western ragweed (*Ambrosia psilostachya*), sumpweed (*Iva annua*), swamp smartweed (*Polygonum hydropiperoides*), and Virginia creeper (*Parthenocissus quinquefolia*).

CONCLUSIONS

Preferred Habitat for Federally Protected Species

Table 1 provides a summary of the federally and state listed species that could potentially occur within Tarrant County, as well as a brief description of their habitat, if their habitat is present within the survey area, and whether the proposed project would potentially affect the listed species.

- Piping Plover and Red Knot are protected conditionally on the basis that a proposed project involves the production of wind energy. Because this project does not meet that condition, no further consideration was required for these species.
- Whooping Cranes occur only in North America with the only known habitats in three locations, Wood Buffalo National Park, Canada; Aransas National Wildlife Refuge, Texas; and a non-migratory population in central Florida. Whooping Cranes utilize estuaries, prairie marshes, savannah, grasslands, croplands, pastures; they also use large wetland areas associated with lakes for roosting and feeding. The site does not contain adequate structure for this species. USFWS has determined that Whooping Cranes generally prefer croplands and grassland interspersed with wetlands that are generally shallow (less than 20 inches). As such, it is not likely that Whooping Cranes would occupy the site as the conditions present do not meet the parameters of their habitat.
- The tricolored bat in the Southern United States, hibernates in caves, mines, and potentially in culverts, tree cavities, and abandoned water wells, where caves or mines are scarce. In the Spring, Summer, and Fall, the bat is usually found in forests, primarily roosting among deciduous hardwood tree leaves, but also has been found in Spanish moss (*Tillandsia usneoides*), pines, eastern red cedar, and occasionally artificial roosts like barns, beneath porch roofs, bridges, and concrete bunkers. The forested riparian corridor vegetation community could provide roosting habitat for this species. However, the tricolored bat maintains the status of proposed endangered. It is not currently afforded protection under the ESA, at the time of this report, and no further consideration is required for this species.
- The alligator snapping turtle prefers perennial water bodies including rivers, canals, lakes, and oxbows as well as swamps, bayous, and ponds near running water. It sometimes enters brackish coastal waters. The unnamed tributary, crossing the survey corridor, was identified as potential habitat. However, the alligator snapping turtle maintains the status of proposed threatened. It is not currently afforded protection under the ESA, at the time of this report, and no further consideration is required for this species.
- Monarch butterflies are found in a variety of habitats including native prairies, pastures, open woodlands and savannas, desert scrub, roadsides, and other habitats with abundant nectar plants, including urbanized areas. The urban matrix community identified within the site may comprise a suitable habitat for this species. However, the monarch butterfly is a candidate species. It is not currently afforded protection under the ESA, at the time of this report, and no further consideration is required for this species.

The habitats present within the survey area were not suitable for any of the federally listed threatened or endangered species. Nor were the habitats suitable for nesting, feeding, or stopover migration for these species.

Preferred Habitat for State Protected Species

There were 12 threatened and endangered species listed for Tarrant County, including four federally listed avian species.

- Any occurrence of migration, Plover, Red Knot, White-faced Ibis, and Whooping Crane would be in relation to stopover during migration; however, no suitable stopover habitat was observed within the survey corridor.

Table 1. Federally and State listed Threatened and Endangered
Species Occurring or Potentially Occurring in Tarrant County, Texas

Species	Federal Status	State Status	Description of Habitat	Habitat Present ¹	Species Effect ²
MAMMALS					
Tricolored Bat (<i>Perimyotis subflavus</i>)	PE	---	Forest, woodland, and riparian areas are important. Caves are very important to this species.	Yes	**
Black bear (<i>Ursus americanus</i>)	---	T	Generalist. Historically found throughout Texas. In Chisos, prefers higher elevations where pinyon-oaks predominate; also occasionally sighted in desert scrub of Trans-Pecos (Black Gap Wildlife Management Area) and Edwards Plateau in juniper-oak habitat. For ssp. luteolus, bottomland hardwoods, floodplain forests, upland hardwoods with mixed pine; marsh. Bottomland hardwoods and large tracts of inaccessible forested areas.	No	No
BIRDS					
Piping Plover (<i>Charadrius melodus</i>)	LT	T	Beaches, sandflats, and dunes along Gulf Coast beaches and adjacent offshore islands. Also spoil islands in the Intracoastal Waterway. Optimal site characteristics appear to be large in area, sparsely vegetated, continuously available or near secondary habitat, and with limited human disturbance.	No	No
Red Knot (<i>Calidris canutus rufa</i>)	LT	T	Red Knots migrate long distances in flocks northward through the contiguous U.S. mainly April-June, southward July-October. Prefers shorelines of coast and bays, uses mudflats during rare inland encounters. Primary habitats include seacoasts on tidal flats and shores, beaches, and herbaceous wetland.	No	No
White-faced Ibis (<i>Plegadis chihi</i>)	---	T	The county distribution for this species includes geographic areas that the species may use during migration. Time of year should be factored into evaluations to determine potential presence of this species in a specific county. Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; currently confined to near-coastal rookeries in so-called hog-wallow prairies. Nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.	No	No
Whooping Crane (<i>Grus americana</i>)	LE	E	Potential migrants via plains throughout most of the state to the coast. Winters in coastal marshes of Aransas, Calhoun, and Refugio counties. Utilizes small ponds, marshes, and flooded grain fields for roosting and foraging.	No	No
REPTILES					
Alligator Snapping Turtle (<i>Macrochelys temminckii</i>)	PT	T	Aquatic: Perennial water bodies; rivers, canals, lakes, and oxbows; also swamps, bayous, and ponds near running water; sometimes enters brackish coastal waters. Females emerge to lay eggs close to the water's edge.	Yes	**
Texas Horned Lizard (<i>Phrynosoma cornutum</i>)	---	T	Terrestrial: Open habitats with sparse vegetation, including grass, prairie, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive. Occurs to 6000 feet, but largely limited below the pinyon-juniper zone on mountains in the Big Bend area.	No	No
INSECTS					
Monarch Butterfly (<i>Danaus plexippus</i>)	C	---	Adult monarch butterflies are large and conspicuous, with bright orange wings surrounded by a black border and covered with black veins. During the breeding season, monarchs lay their eggs on their obligate milkweed host plant (primarily <i>Asclepias</i> spp.), and larvae emerge after 2 to 5 days. Larvae develop through five larval instars (intervals between molts) over a period of 9 to 18 days, feeding on milkweed and sequestering toxic chemicals (cardenolides) as a defense against predators. The larva then pupates into a chrysalis before emerging 6 to 14 days later as an adult butterfly. There are multiple generations of monarchs produced during the breeding season, with most adult butterflies living approximately 2 to 5 weeks; overwintering adults enter into reproductive diapause (suspended reproduction) and live 6 to 9 months. Individual monarchs in temperate climates, such as	Yes	**

Species	Federal Status	State Status	Description of Habitat	Habitat Present ¹	Species Effect ²
			eastern and western North America, undergo long-distance migration, and live for an extended period of time. In the fall, in both eastern and western North America, monarchs begin migrating to their respective overwintering sites.		
Mollusks					
Louisiana pigtoe (<i>Pleurobema riddellii</i>)	PT	T	Occurs in small streams to large rivers in slow to moderate currents in substrates of clay, mud, sand, and gravel. Not known from impoundments (Howells 2010f; Randklev et al. 2013b; Troia et al. 2015). [Mussels of Texas 2019]	Yes	No
Sandbank pocketbook (<i>Lampsilis satura</i>)	---	T	Occurs in small streams to large rivers in slow to moderate current in sandy mud to sand and gravel substrate. Can occur in a variety of habitats but most common in littoral habitats such as banks or backwaters or in protected areas along point bars (Randklev et al. 2013b; Randklev et al. 2014a; Troia et al. 2015). [Mussels of Texas 2019]	Yes	No
Texas heelsplitter (<i>Potamilus amphichaenus</i>)	PE	T	Occurs in small streams to large rivers in standing to slow-flowing water; most common in banks, backwaters and quiet pools; adapts to some reservoirs. Often found in soft substrates such as mud, silt or sand (Howells et al. 1996; Randklev et al. 2017a). [Mussels of Texas 2019]	Yes	No

LE – Federally Listed Endangered, LT – Federally Listed Threatened, PE – Federally Proposed Endangered, PT – Federally Proposed Threatened, C – Federally Listed Candidate, E – State Listed Endangered, T – State Listed Threatened

** - This species is not currently afforded federal protection as of the date of this report

¹Habitat Present – Does the habitat located within the survey corridor match the habitat requirements for that particular protected species?

²Species Effect – Will the proposed project potentially affect a protected species?

Data Sources: USFWS IPaC (published and accessed 29 October 2024), TPWD (published and accessed 30 October 2024), and field survey of the project site

- Louisiana pigtoe, sandbank pocketbook, Texas heelsplitter, and alligator snapping turtle occur in small streams and large rivers. An unnamed tributary with flowing water and soft substrate was identified crossing the survey corridor. Suitable habitat for these species is present within the survey corridor, however, TXNDD EOR did not indicate known habitation by these species in the survey area.

Migratory Birds

Migratory birds are located throughout Tarrant County in a variety of preferred and non-preferred habitats. The USFWS has developed a basic set of nationwide standard conservation measures to reduce impacts to migratory birds and their habitats. These conservation measures can reduce the potential for incidental take of migratory birds. USFWS does not currently have an incidental take permitting process for migratory birds. As such, conservation measures should be utilized, if practicable, to reduce the potential for incidental take.

There are three general areas of conservation measures – (1) General, (2) Habitat Protection, and (3) Stressor Management.

1) General Measures

- Educate all employees, contractors, and site visitors of relevant rules and regulations that protect wildlife in the State of Texas.
- Prior to removal of an inactive nest, ensure that the nest is not protected under the ESA or BGEPA.
- Do not collect birds, their parts, or nests without a valid permit.
- Provide enclosed solid waste receptacles at all project areas. Non-hazardous and solid wastes should be collected and deposited in on-site receptacles, which is then disposed of in accordance with all local regulations.

2) Habitat Protection

- Minimize project creep by clearly delineating and maintaining project boundaries.
- Maintain appropriate buffer distance between development activities and any wetlands or waterways protected under Clean Water Act Sections 401 and 404.
- Maximize the use of disturbed land for all project activities.
- Implement standard soil erosion and dust control measures.

3) Stressor Management

- a) Avoid direct take of adults, chicks, or eggs by scheduling vegetation removal, trimming, and grading outside of peak bird breeding season to the maximum extent practicable. If activities cannot be conducted outside of breeding season, a nest survey should be undertaken to identify active nests and remove fully documented inactive/abandoned nests. Nest removal should follow USFWS guidance, Destruction and Relocation of Migratory Bird Nest Contents (14 June 2018). Active nests should be buffered from construction activities with species-specific conditions.
- b) Avoid the introduction of invasive plants.
- c) Prevent increased lighting of native habitats during bird breeding season. Limit construction activities to the maximum extent practicable between dawn and dusk to avoid illuminating adjacent habitat areas. Avoid the use of bright white lights.
- d) Minimize prolonged human presence near nesting birds during construction and maintenance activities.
- e) Minimize collision risk with project infrastructure and vehicles.
- f) Prevent birds from becoming trapped in project structures or perching and nesting in project areas that may endanger them.
- g) Prevent the increase in noise above ambient levels during the nesting bird breeding season.
- h) Prevent the introduction of chemical contaminants into the environment.
- i) Minimize fire potential from project-related activities.

Bald and Golden Eagles

The USFWS IPaC indicated that Bald and Golden Eagles could be located within the project corridor; this is likely due to the proximity of water features including Grapevine Lake and Big Bear Creek. The project corridor showed no indication of use by Bald or Golden Eagles at the time of evaluation. The closest confirmed Bald Eagle observation recorded on iNaturalist occurred approximately 1.2 miles to the northeast along Big Bear Creek. The TXNDD Elements of Occurrence Records did not indicate past use or knowledge of occurrence of these species in the project vicinity. The likelihood of these species occurring in the project vicinity would be considered low.

VEGETATION COMMUNITIES

None of the vegetation observed within the survey areas would be considered unique or compose a unique vegetation type for the region. The vegetation communities described were composed of species that are common to grassland and forested areas, as well as the Cross Timbers and Blackland Prairie ecoregions of North Central Texas. It is IES' professional opinion that the proposed project will not have an effect on any unique vegetation, vegetation communities, or habitat types.

POTENTIAL TO AFFECT PROTECTED SPECIES

No habitat for any of the currently federally listed species was present within the survey area. As previously noted, potential habitat meeting the characteristics for the tricolored bat, Louisiana pigtoe, sandbank pocketbook, Texas heelsplitter, alligator snapping turtle, and monarch butterfly was identified within the survey corridor. However, these species are currently federally listed as proposed endangered, proposed threatened, or candidate species, and are not currently afforded protection under the ESA. The proposed development is a retail project consisting of two buildings, associated parking lots, and a connecting bridge that will cross the unnamed tributary. The development encroaches onto a FEMA floodplain, which will be reclaimed and directed through a box culvert underneath the bridge crossing. Potential habitat for several state-listed species was present within the survey corridor. Based on the current site plans, and no known occurrences of listed species near the project site, it is IES's professional opinion that the project's construction would not result in a species effect.

IES appreciates the opportunity to work with you and Shmaisani 26 Holding, LLC and Evolving Texas, LP on this project and hopes we may be of assistance to you in the future. If you have any comments, questions, or concerns, please do not hesitate to contact me at (972) 562-7672 or scarr@intenvsol.com, or Executive Vice President Rudi Reinecke at rreinecke@intenvsol.com.

Sincerely,

Integrated Environmental Solutions, LLC.

A handwritten signature in black ink, appearing to read "Seth Carr". The signature is fluid and cursive, with the first name "Seth" and last name "Carr" clearly distinguishable.

Mr. Seth Carr

Biologist

File ref: 04.287.004

ATTACHMENT A
Figures



Figure 1.
General Location Map

6312 Colleyville Boulevard
City of Colleyville
Tarrant County, Texas

1 in = 375 ft

0 375

File Ref. 04.287.004
Date: 10/30/2024

N
W E
S



Survey Area

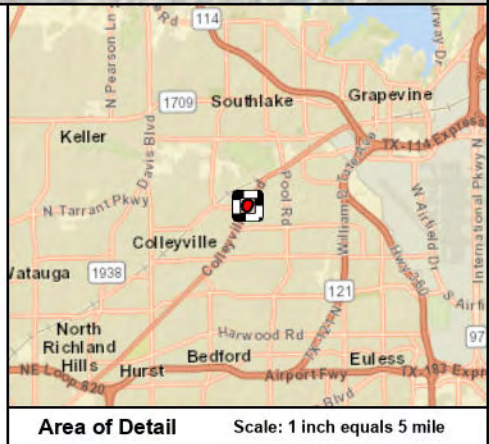
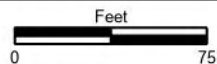




Figure 2.
Vegetation Communities

6312 Colleyville Blvd
City of Colleyville
Tarrant County, Texas

1 in = 75 ft



File Ref. 04.287.004
Date: 10/30/2024

 Survey Area

Vegetation Community

 Forested Riparian Corridor

 Maintained Urban Grassland

ATTACHMENT B
Site Photographs



Photograph Location Map

6312 Colleyville Boulevard
City of Colleyville
Tarrant County, Texas



Survey Area



Photograph Location

Vegetation Community

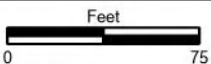


Maintained Urban Grassland



Forested Riparian Corridor

1 in = 75 ft



File Ref. 04.287.004
Date: 10/30/2024



Photograph 1



Photograph 2



Photograph 3



Photograph 4



Photograph 5



Photograph 6



Photograph 7



Photograph 8



Photograph 9



Photograph 10



Photograph 11



Photograph 12



Photograph 13



Photograph 14



Photograph 15



Photograph 16



Photograph 17



Photograph 18



Photograph 19



Photograph 20



Photograph 21



Photograph 22



Photograph 23



Photograph 24



Photograph 25



Photograph 26



Photograph 27



Photograph 28



Photograph 29



Photograph 30



Photograph 31



Photograph 32

ATTACHMENT C
Protected Species Lists



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Arlington Ecological Services Field Office
17629 El Camino Real, Suite 211
Houston, TX 77058-3051
Phone: (817) 277-1100 Fax: (817) 277-1129
Email Address: arles@fws.gov

In Reply Refer To:

10/28/2024 18:41:11 UTC

Project Code: 2025-0011989

Project Name: 6312 Colleyville Boulevard

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, which may occur within the boundary of your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under section 7(a)(1) of the Act, Federal agencies are directed to utilize their authorities to carry out programs for the conservation of threatened and endangered species. Under and 7(a)(2) and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to determine whether their actions may affect threatened and endangered species and/or designated critical habitat. A Federal action is an activity or program authorized, funded, or carried out, in whole or in part, by a Federal agency (50 CFR 402.02).

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For Federal actions other than major construction activities, the Service suggests that a biological evaluation (similar to a Biological Assessment) be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

After evaluating the potential effects of a proposed action on federally listed species, one of the following determinations should be made by the Federal agency:

1. *No effect* - the appropriate determination when a project, as proposed, is anticipated to have no effects to listed species or critical habitat. A "no effect" determination does not require section 7 consultation and no coordination or contact with the Service is necessary. However, the action agency should maintain a complete record of their evaluation, including the steps leading to the determination of affect, the qualified personnel conducting the evaluation, habitat conditions, site photographs, and any other related information.
2. *May affect, but is not likely to adversely affect* - the appropriate determination when a proposed action's anticipated effects to listed species or critical habitat are insignificant, discountable, or completely beneficial. Insignificant effects relate to the size of the impact and should never reach the scale where "take" of a listed species occurs. Discountable effects are those extremely unlikely to occur. Based on best judgment, a person would not be able to meaningfully measure, detect, or evaluate insignificant effects, or expect discountable effects to occur. This determination requires written concurrence from the Service. A biological evaluation or other supporting information justifying this determination should be submitted with a request for written concurrence.
3. *May affect, is likely to adversely affect* - the appropriate determination if any adverse effect to listed species or critical habitat may occur as a consequence of the proposed action, and

the effect is not discountable or insignificant. This determination requires formal section 7 consultation.

The Service has performed up-front analysis for certain project types and species in your project area. These analyses have been compiled into *determination keys*, which allows an action agency, or its designated non-federal representative, to initiate a streamlined process for determining a proposed project's potential effects on federally listed species. The determination keys can be accessed through IPaC.

The Service recommends that candidate species, proposed species, and proposed critical habitat be addressed should consultation be necessary. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found at: <https://www.fws.gov/service/section-7-consultations>

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.), and projects affecting these species may require development of an eagle conservation plan (<https://www.fws.gov/library/collections/bald-and-golden-eagle-management>). Additionally, wind energy projects should follow the wind energy guidelines (<https://www.fws.gov/media/land-based-wind-energy-guidelines>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <https://www.fws.gov/media/recommended-best-practices-communication-tower-design-siting-construction-operation>. The Federal Aviation Administration (FAA) released specifications for and made mandatory flashing L-810 lights on new towers 150-350 feet AGL, and the elimination of L-810 steady-burning side lights on towers above 350 feet AGL. While the FAA made these changes to reduce the number of migratory bird collisions (by as much as 70%), extinguishing steady-burning side lights also reduces maintenance costs to tower owners. For additional information concerning migratory birds and eagle conservation plans, please contact the Service's Migratory Bird Office at 505-248-7882.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in

the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Arlington Ecological Services Field Office

17629 El Camino Real, Suite 211

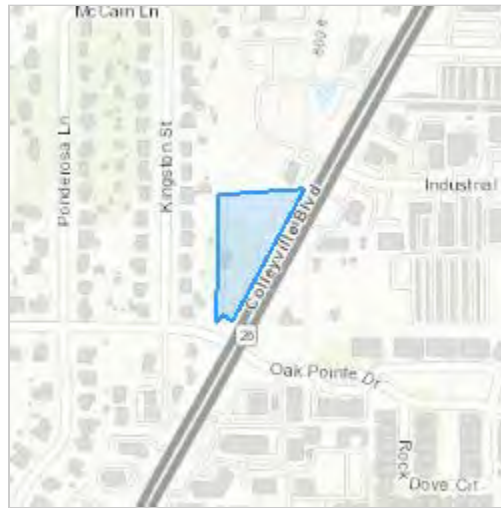
Houston, TX 77058-3051

(817) 277-1100

PROJECT SUMMARY

Project Code: 2025-0011989
Project Name: 6312 Colleyville Boulevard
Project Type: Commercial Development
Project Description: 04.287.004
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@32.9012126,-97.14261950903366,14z>



Counties: Tarrant County, Texas

ENDANGERED SPECIES ACT SPECIES

There is a total of 6 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 2 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

BIRDS

NAME	STATUS
Piping Plover <i>Charadrius melodus</i> Population: [Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered. There is final critical habitat for this species. Your location does not overlap the critical habitat. This species only needs to be considered under the following conditions: Wind Energy Projects Species profile: https://ecos.fws.gov/ecp/species/6039	Threatened
Rufa Red Knot <i>Calidris canutus rufa</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. This species only needs to be considered under the following conditions: Wind Energy Projects Species profile: https://ecos.fws.gov/ecp/species/1864	Threatened
Whooping Crane <i>Grus americana</i> Population: Wherever found, except where listed as an experimental population There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/758	Endangered

REPTILES

NAME	STATUS
Alligator Snapping Turtle <i>Macrochelys temminckii</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/4658	Proposed Threatened

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

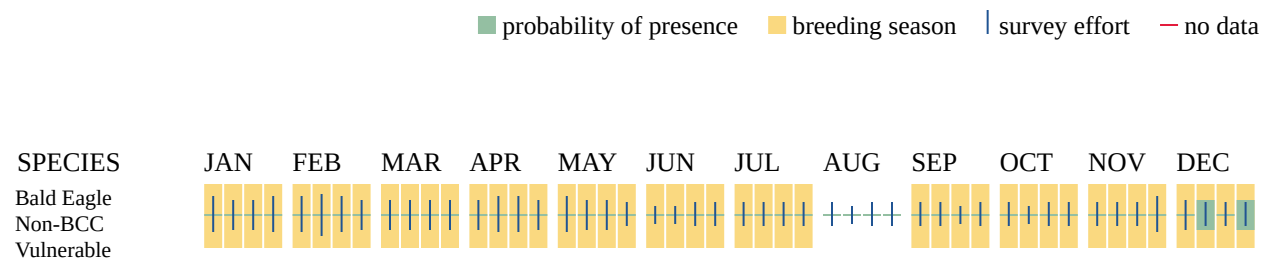
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Golden-plover <i>Pluvialis dominica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10561	Breeds elsewhere
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Least Tern <i>Sternula antillarum antillarum</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/11919	Breeds Apr 25 to Sep 5
Lesser Yellowlegs <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere

NAME	BREEDING SEASON
Little Blue Heron <i>Egretta caerulea</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9477	Breeds Mar 10 to Oct 15
Pectoral Sandpiper <i>Calidris melanotos</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere
Prairie Loggerhead Shrike <i>Lanius ludovicianus excubitorides</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8833	Breeds Feb 1 to Jul 31
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

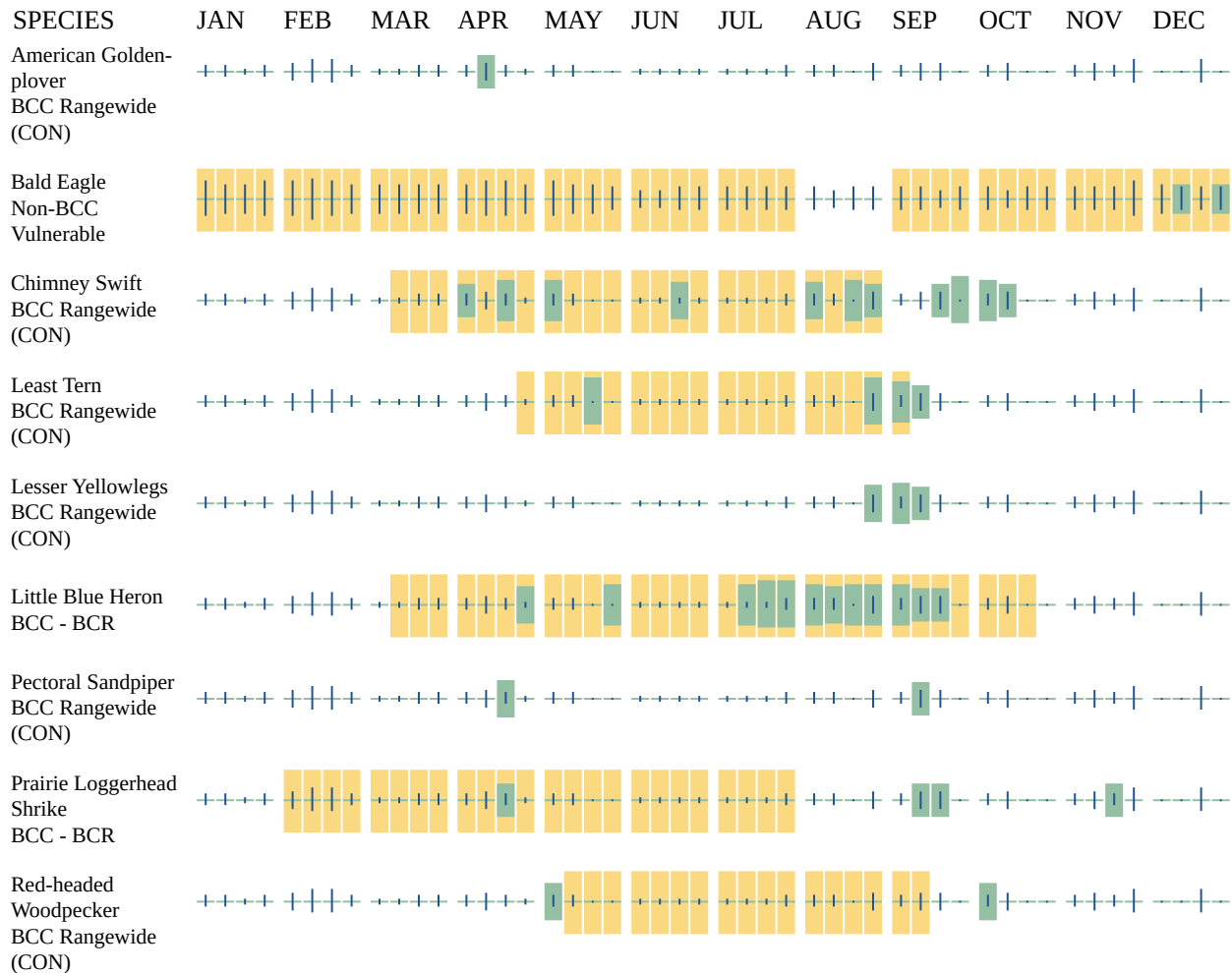
Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort — no data



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

RIVERINE

- R4SBC

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Seth Carr
Address: 301 W Eldorado Parkway, Ste. 101
City: Mckinney
State: TX
Zip: 75069
Email: scarr@intenvsol.com
Phone: 4697241644



07 November 2024

Mr. Sam Shmaisani
Mr. Artuan McGee
Shmaisani 26 Holding, LLC
c/o Evolving Texas, LP
2570 River Park Plaza, Suite 100
Fort Worth, Texas 76116

Re: 6312 Colleyville Boulevard - Waters of the United States Delineation
Approximately 2.7 acres located at 6312 Colleyville Boulevard in the City of Colleyville, Texas.

Dear Mr. Shmaisani and Mr. McGee,

Integrated Environmental Solutions, LLC (IES) performed a site survey to identify any aquatic features that meet a definition of a water of the United States on approximately 2.7 acres located at 6312 Colleyville Boulevard in the City of Colleyville, Texas (**Attachment A, Figure 1**). This report will ultimately assess and delineate potentially jurisdictional aquatic features to ensure compliance with Clean Water Act (CWA) Sections 401 and 404.

INTRODUCTION

Waters of the United States are protected under guidelines outlined in CWA Sections 401 and 404, in Executive Order (EO) 11990 (Protection of Wetlands), and by the review process of the Texas Commission on Environmental Quality (TCEQ). Agencies that regulate impacts to the nation's water resources within Texas include the U.S. Army Corps of Engineers (USACE), the U.S. Environmental Protection Agency (USEPA), the U.S. Fish and Wildlife Service (USFWS), and the TCEQ. The USACE has the primary regulatory authority for enforcing CWA Section 404 requirements for waters of the United States.

The decision for whether a CWA Section 404 permit is required on a property is determined if there are waters of the United States present and the extent of losses of those features. The USACE and USEPA have gone through rulemaking to define what is a water of the United States, independently and jointly, several times since the initial CWA. The longest standing definitions of waters of the United States were those published in 1986; however, these definitions were challenged in 2001, 2007, and 2023 U.S. Supreme Court (SCOTUS) decisions. In addition to this, the Obama, Trump, and Biden administrations completed rulemaking to modify the definitions of waters of the United States. The 2023 SCOTUS decision defined a water of the United States as "a relatively permanent body of water connected to traditional interstate navigable waters." The SCOTUS also included wetlands that have a continuous surface connection with that water, in the definition of a water of the United States. This wetland connection was described as the boundary where it was difficult to determine where the 'water' ends, and the 'wetland' begins.

This 2023 SCOTUS decision is consistent with the relatively permanent water (RPW) standard identified in the previous 2007 SCOTUS decision. Until further guidance is published from the USACE or USEPA, the 2007 USACE and USEPA guidance defining a "relatively permanent water" will be used. According to this guidance, RPW are non-navigable tributaries of traditional navigable waters (TNW) that flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). In addition to this, the guidance also stipulated regulation over wetlands that directly abut such tributaries.

DEFINITIONS USED WITHIN THIS REPORT

Seasonal (intermittent) streams – The USEPA (<https://www.epa.gov/cwa-404/learn-about-streams>) has defined seasonal or intermittent streams as those that flow during certain times of the year when smaller upstream waters are flowing and when groundwater provides enough water for stream flow. Runoff from rainfall or other precipitation supplements the flow of seasonal stream. During dry periods, seasonal streams may not have flowing surface water. Larger seasonal streams are more common in dry areas.

Rain-dependent (ephemeral) streams – the USEPA defines rain-dependent streams as those that flow only after precipitation. Runoff from rainfall is the primary source of water for these streams. Like seasonal streams, they can be found anywhere but are most prevalent in arid areas.

Year-round (perennial) streams – the USEPA defines year-round streams as those that typically have water flowing in them year-round. Most of the water comes from smaller upstream waters or groundwater while runoff from rainfall or other precipitation is supplemental.

Pre-2015 Regulatory Framework under 33 CFR 328.3 (01 July 2014) (<https://www.govinfo.gov/content/pkg/CFR-2014-title33-vol3/pdf/CFR-2014-title33-vol3-sec328-3.pdf>).

(a)(1) *Traditional Navigable Waters (TNW)* – Waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.

(a)(2) *Interstate Waters* including wetlands

(a)(3) *Other Waters* – All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce including any such waters: (i) Which are or could be used by interstate or foreign travelers for recreational or other purposes; or (ii) From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or (iii) Which are used or could be used for industrial purpose by industries in interstate commerce;”

(a)(4) *Impoundments* – impoundments of waters otherwise identified as waters of the United States.

(a)(5) *Tributaries* – tributaries of waters identified in paragraphs (a)(1) through (a)(4)

(a)(6) *Territorial Seas*

(a)(7) *Adjacent Wetlands* – wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) (1) through (6).

USEPA Updates for Tribes and States on “Waters of the United States” 15 November 2023 – Pre-2015 Regulatory Regime Terminology (https://www.epa.gov/system/files/documents/2023-11/wotus-overview_tribes-and-states_11-15-23_508.pdf).

Relatively Permanent Waters – include tributaries that typically have flowing or standing water year-round or continuously at least seasonally (e.g., typically 3 months). The duration of seasonal flowing or standing water may vary regionally, but the tributary must have predictable flowing or standing water seasonally.

Non-Relatively Permanent Waters – include tributaries that have flowing or standing water only in response to precipitation or that do not have continuously flowing or standing water at least seasonally.

Continuous Surface Connection

Under the *Rapanos* guidance (<https://usace.contentdm.oclc.org/utls/getfile/collection/p16021coll5/id/1411>), a continuous surface connection per the plurality opinion required a physical connection. In the case of wetlands, a continuous surface connection would exist between a RPW tributary and a wetland that directly abuts, that being not separated by uplands, a berm, dike, or other similar features. It is noted that per 33 CFR 328.3 (b), wetlands are defined as those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted

for life in saturated soil conditions, which does not require surface water to be continuously present between the wetland and the tributary.

The Sixth Circuit U.S. Court of Appeals in *United States v. Cundiff* (05-5469, 05-5905, 07-5630, 04 February 2009) (<https://caselaw.findlaw.com/court/us-6th-circuit/1098928.html>) determined that, “Although the term continuous surface connection clearly requires surface flow, it does not mean that only perpetually flowing creeks satisfy the (Rapanos) plurality test.” Given that wetlands, by definition are inundated or saturated soils that can support under normal circumstances a prevalence of vegetation typically adapted to those soil conditions, then the “... connection requires some kind of dampness such that polluting a wetland would have a proportionate effect on the traditional waterway.” Additionally, Cundiff created a continuous surface connection through the excavation of ditches with “largely uninterrupted permanent surface water flow” that rerouted flow away from the wetland directly into the adjacent creeks. The Court found that there was no difference whether the channel that provides the relatively permanent flow was man-made or naturally formed.

Sackett (https://www.supremecourt.gov/opinions/22pdf/21-454_4g15.pdf) reinforced this definition by clearly indicating that a continuous surface connection must be established at the point where it is difficult to determine where the ‘water’ (RPW) and ‘wetland’ begins. The Fifth Circuit U.S. Court of Appeals in *Lewis vs. United States* (21-30163, 18 December 2023) (<https://cases.justia.com/federal/appellate-courts/ca5/21-30163/21-30163-2023-12-18.pdf?ts=1702945817>) further identified that a continuous surface connection from wetlands to a RPW tributary could not be established through non-waters of the United States with a distant and speculative connection to a RPW, then a TNW, following the Sackett definition that the CWA “extends to only those wetlands with a continuous surface connection to bodies that are waters of the United States in their own right, so that they are indistinguishable from those waters.”

METHODOLOGY

Prior to conducting fieldwork, the U.S. Geological Survey (USGS) topographic map (**Attachment A, Figures 2A and 2B**), the *Soil Survey of Tarrant County, Texas*, and the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) digital soil databases for Tarrant County (**Attachment A, Figure 3**), the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) (**Attachment A, Figure 4**), and recent and historic aerial photographs of the proposed survey area were studied to identify possible aquatic features that could meet the definition of waters of the United States and areas prone to wetland development. Mr. Seth Carr and Ms. Kylie Hughes of IES conducted the delineation in the field in accordance with the USACE procedures on 28 October 2024.

Wetland determinations and delineations were performed on location using the methodology outlined in the 1987 Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineer Wetland Delineation Manual: Great Plains Region (Version 2.0). The presence of a wetland is determined by the positive indication of three criteria (i.e., hydrophytic vegetation, hydrology, and hydric soils). Potential jurisdictional boundaries for other water features (i.e., non-wetland) were delineated in the field at the ordinary high-water mark (OHWM). The 33 CFR 328.3 (c)(7) defines OHWM as the line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Water feature boundaries were recorded on a Juniper Systems Geode GNS3S Global Positioning System (GPS) unit capable of sub-meter accuracy. Photographs were also taken at representative points within the survey area (**Attachment B**). Tributary flow evaluation data forms are included in **Attachment C**. Climatological data, from Weather Underground Wunderground.com, was used to determine the current climate conditions, are included in **Attachment D**.

RESULTS

Background Review

Topographic Setting

The USGS topographic maps Colleyville 7.5' Quadrangle 1959, revised 1982 illustrates a blue line feature, entering the survey area in the south and flowing north (see **Attachment A, Figure 2A**). The 2022 Colleyville 7.5' Quadrangle illustrates the blue line feature in the same position (see **Attachment A, Figure 2B**). The overall site topography was illustrated with slopes-oriented south-to-north in the south, west-to-east in the west, and east-to-west in the eastern survey area. The maximum site elevation was approximately 610 feet above mean sea level (amsl) with a minimum site elevation of approximately 610 feet amsl. The watershed area is approximately 215 acres.

Soils

The USDA NRCS Web Soil Survey identified four soil map units within the survey area, Silstid loamy fine sand, 1 to 5 percent slopes (66.5 percent coverage); Crosstell fine sandy loam, 1 to 3 percent slopes; Gasil fine sandy loam, 3 to 8 percent slopes; and Rader-Urban land complex, 0 to 3 percent slopes. Silstid loamy fine sand occurs within most of the survey area from the northwest to southwestern portions. This complex consists of loamy fine sand soils that are well drained, with moderate permeability, very low runoff, and moderate water availability capacity. None of these soil map units were listed as hydric soil on the Hydric Soils of Texas list prepared by the National Technical Committee for Hydric Soils (accessed 04 November 2024, Tarrant County, Texas) (see **Attachment A, Figure 3**). Hydric soils are described as soils that are sufficiently wet in the upper part to develop anaerobic conditions during the growing season.

FEMA FIRM

The FEMA FIRM (Tarrant County; Map Panel 48439C0095K; effective 25 September 2009) shows most of the survey area is within Shaded Zone X (Areas of 0.2 percent annual chance flood; areas of 1 percent annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1 percent annual chance flood) (see **Attachment A, Figure 4**). The western and northeastern edges were located in Zone X (Areas determined to be outside the 0.2 percent annual chance flood).

Weather History

The weather history for Wunderground.com Brooke's weather station (KTXCOLLE573) recorded no precipitation during the 30 days prior to the site visit (**Attachment D**). The Antecedent Precipitation Tool (APT) indicated that the conditions on-site at the time of the evaluation were considered hydrologically "Drier than normal" based on the 30-year climactic average (32.9013597N, -97.1425537W) (see **Attachment D**).

Field Investigation

The survey area was characterized by two distinct vegetation communities, **forested riparian corridor** and **urban grassland**. The **forested riparian corridor** was primarily in the north, northeast, and western regions. This vegetation community was dominated by woody species including American elm (*Ulmus americana*), black willow (*Salix nigra*), boxelder (*Acer negundo*), Callery pear (*Pyrus calleryana*), Chinaberry (*Melia azedarach*), Chinese tallow (*Triadica sebifera*), eastern red cedar (*Juniperus virginiana*), green ash (*Fraxinus pennsylvanica*), Osage orange (*Maclera pomifera*), pecan (*Carya illinoensis*), post oak (*Quercus stellata*), and sugarberry (*Celtis laevigata*). Grasses and forbs including broadleaf cattail (*Typha latifolia*), climbing hempvine (*Mikania scandens*), common spikerush (*Eleocharis palustris*), curly dock (*Rumex crispus*), daffodil (*Narcissus pseudonarcissus*), Great Plains flatsedge (*Cyperus lupulinus*), herb of grace (*Bacopa monnieri*), Johnsongrass (*Sorghum halepense*), poison ivy (*Toxicodendron radicans*), western ragweed (*Ambrosia psilostachya*), sumpweed (*Iva annua*), swamp smartweed (*Polygonum hydropiperoides*), and Virginia creeper (*Parthenocissus quinquefolia*). The **urban grassland** was dominated by herbaceous species including Bermudagrass (*Dactylon cynodon*), straggler daisy (*Calypocarpus vialis*) and some woody species; post oak, sugarberry, and American elm. The urban grassland community was largely maintained on the northeastern survey area boundary along Colleyville Boulevard.

Water from the survey area flows north and northeast through an unnamed tributary. The unnamed tributary flows into Big Bear Creek. Big Bear Creek flows into Bear Creek, which flows into the West Fork Trinity River, which ultimately flows into the Trinity River, a TNW. **Table 1** and the following paragraphs detail the aquatic features identified within the survey area at the time of evaluation (**Attachment A, Figure 5**).

Table 1. Aquatic Feature Identified within the Survey Area

Water Identification	Hydrology Characteristics	Area (Acre)	Length (Linear Feet)	Water Classification
Tributary 1	Intermittent	0.11	659	RPW

**Actual acreage less than 0.01 acre*

Tributary 1 was a continuous channel entering the survey area through a culvert in the south and flowing north. This tributary had pooled and flowing water throughout the length of the channel, despite climatological conditions being drier than normal and with no precipitation 30 days prior to the site visit. Tributary 1 was identified by OHWM characteristics that included the destruction of terrestrial vegetation, change in soil characteristics, sediment sorting, water staining, pooled/flowing water, and a bed and bank. The tributary was incised into the landscape 2 to 5 feet with an average OHWM width of 3 to 11 feet and contained flowing water, with pooled sections. Given the tributary's relatively low location in the watershed, pooled and flowing water, it is IES's professional opinion that Tributary 1 would be considered to be an intermittent feature.

POTENTIAL JURISDICTIONAL ASSESSMENT

The 2023 SCOTUS decision defined a water of the United States as "a relatively permanent body of water connected to traditional interstate navigable waters." The SCOTUS also included wetlands that have a continuous surface connection with that water, in the definition of a water of the United States. This wetland connection was described as the boundary where it was difficult to determine where the 'water' ends, and the 'wetland' begins.

This 2023 SCOTUS decision is consistent with the RPW standard identified in the previous 2007 SCOTUS decision. Until further guidance is published from the USACE or USEPA, the 05 June 2007 USACE and USEPA guidance defining a "relatively permanent water" will be used. According to this guidance, RPW are non-navigable tributaries of TNW that flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). In addition to this, the guidance also stipulated regulation over wetlands that directly abut such tributaries.

All terms, definitions, and conclusions regarding the jurisdictional nature of the aquatic features used within this report are derived directly, as they are practiced, from the 2007 USACE and USEPA guidance. The following outlines the applicable interpretations of the guidance appropriate for this situation. **Table 1** provides an overview of the jurisdictional assessment of the aquatic features under the 2023 SCOTUS decision and the applicable 2007 USACE and USEPA guidance (see **Attachment A, Figure 6**).

Jurisdictional Features – Tributary 1

Tributary 1 was identified with at least seasonal, intermittent flow due to observed flowing water at the time of the field investigation. Tributary 1 flows northeast from the survey area into Big Bear Creek, which flows into Bear Creek, leading into the West Fork Trinity River, and finally the Trinity River, a TNW. As such, this feature would be considered a RPW and would meet a definition of a water of the United States. Therefore, this feature would be regulated under CWA Section 404.

CONCLUSIONS

To summarize the delineation, a tributary was identified and delineated within the survey area. **Tributary 1** would be considered jurisdictional as a RPW and would be regulated under CWA Section 404.

This delineation is based on professional experience in the approved methodology and from experience with the USACE Fort Worth District regulators; however, this delineation does not constitute a jurisdictional determination of waters of the United States. This delineation has been based on the professional experience of IES staff and our interpretation of the 2023 SCOTUS decision, USACE regulations at 33 CFR 328.3, the joint USACE/USEPA guidance relating to the definition of an RPW and the Regulatory Guidance Letter (RGL) 08-02. While IES believes our delineation to be accurate, final authority to interpret the regulations lies solely with the USACE and USEPA. The

USACE Headquarters in association with the USEPA often issue guidance that changes the interpretation of published regulations. USACE/USEPA guidance issued after the date of this report has the potential to invalidate the report conclusions and/or recommendations, which may create the need to reevaluate the report conclusions. IES has no regulatory authority, as such, proceeding based solely upon this report does not protect the Client from potential sanction or fines from the USACE/USEPA. The Client acknowledges that they can submit this report to the USACE for a preliminary jurisdictional determination for concurrence prior to proceeding with any work within aquatic features located on the survey area. If the Client elects not to do so, then the Client proceeds at their sole risk.

IES appreciates the opportunity to work with you and Shmaisani 26 Holding, LLC and Evolving Texas, LP on this project, and we hope we may be of assistance to you in the future. If you have any comments, questions, or concerns, please do not hesitate to contact myself or Rudi Reinecke at 972-562-7672 (scarr@intenvsol.com or rreinecke@intenvsol.com).

Sincerely,

Integrated Environmental Solutions, LLC.

A handwritten signature in black ink, appearing to read "Seth Carr". The signature is fluid and cursive, with the first name "Seth" and last name "Carr" clearly distinguishable.

Mr. Seth Carr
Biologist

Attachments

File ref: 04.287.004

ATTACHMENT A
Figures



Figure 1.
General Location Map

6312 Colleyville Boulevard
City of Colleyville
Tarrant County, Texas

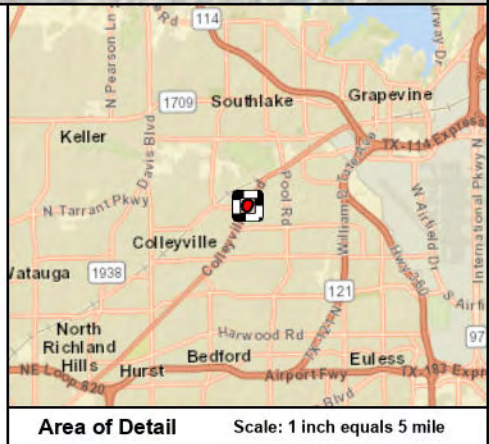
1 in = 375 ft

0 375

File Ref. 04.287.004
Date: 10/30/2024

N
W E
S

 Survey Area





USGS Colleyville 7.5' Quad 1959 revised 1982

Figure 2A. Topographic Setting	
6312 Colleyville Boulevard City of Colleyville Tarrant County, Texas	
1 in = 250 ft 0 250 Feet	N W S E
File Ref. 04.287.004 Date: 11/4/2024	

 Survey Area

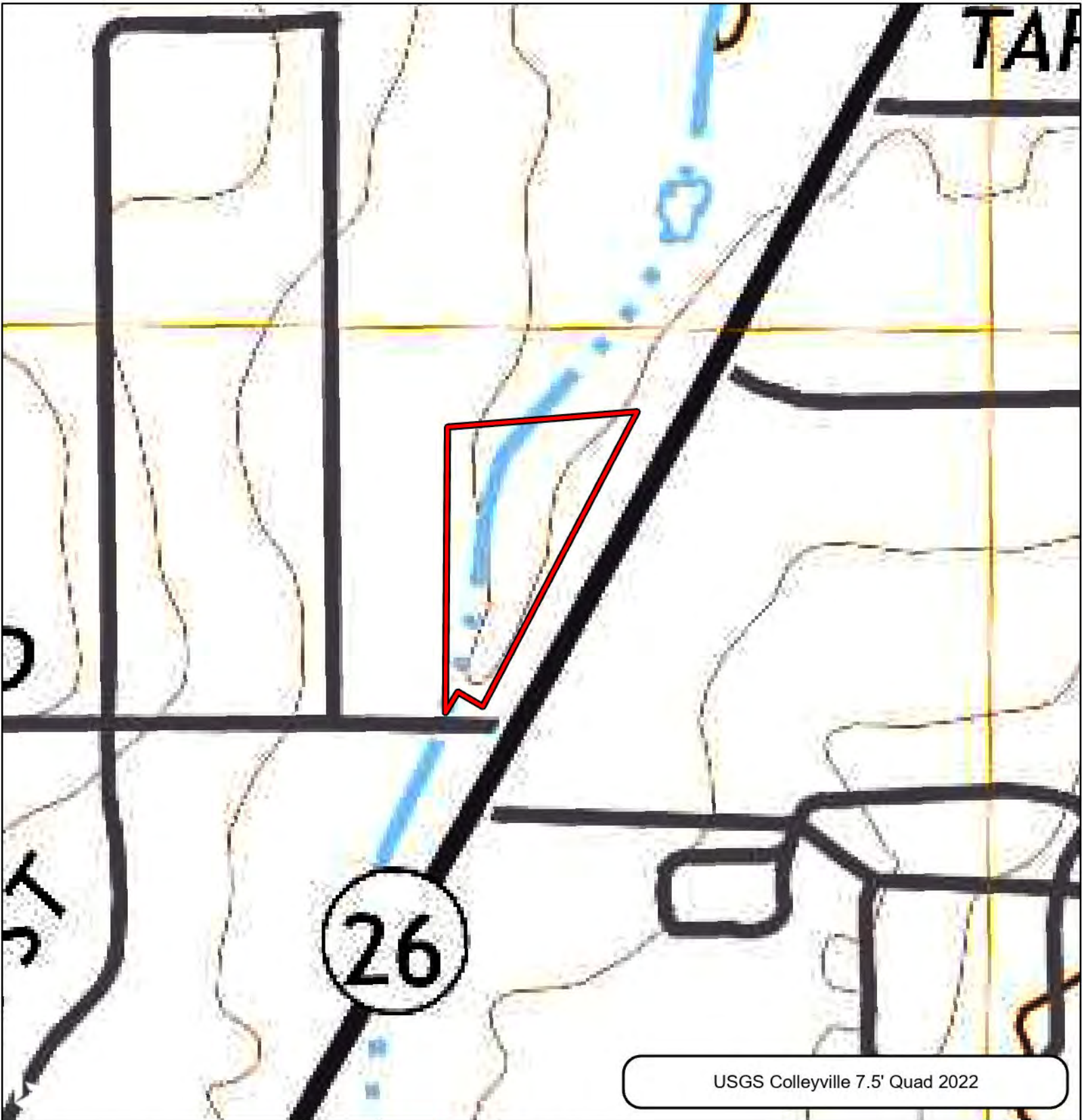


Figure 2B.
Topographic Setting

6312 Colleyville Blvd
City of Colleyville
Tarrant County, Texas

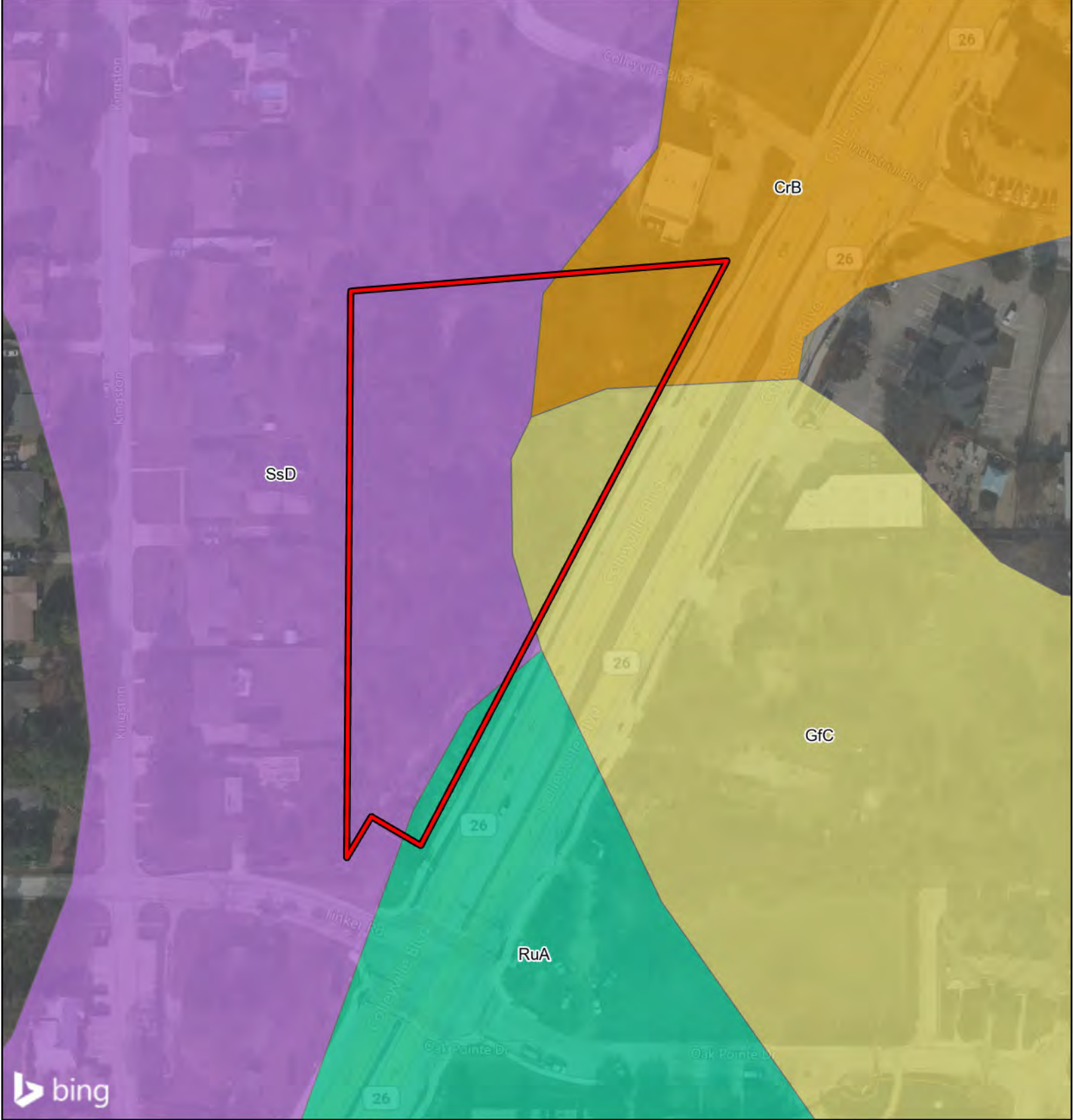
1 in = 250 ft
0 250
Feet



File Ref. 04.287.004
Date: 11/4/2024

 Survey Area

USGS Colleyville 7.5' Quad 2022



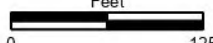
**Figure 3.
Soils Map**

6312 Colleyville Blvd
City of Colleyville
Tarrant County, Texas

 Survey Area

Soil Map Units

-  CrB - Crosstell fine sandy loam, 1 to 3 percent slopes
-  GfC - Gasil fine sandy loam, 3 to 8 percent slopes
-  RuA - Rader-Urban land complex, 0 to 3 percent slopes
-  SsD - Silstid loamy fine sand, 1 to 5 percent slopes
-  Soil map unuts outside survey area

1 in = 125 ft 



File Ref. 04.287.004
Date: 10/31/2024



PANEL
48439C0095K
eff. 9/25/2009

Figure 4.
Federal Emergency
Management Agency
Flood Insurance Rate Map

6312 Colleyville Boulevard
City of Colleyville
Tarrant County, Texas

1 in = 125 ft
Feet
0 125



File Ref. 04.287.004
Date: 10/31/2024



Survey Area

FEMA FIRM Zone Descriptions



Zone X - Areas determined to be outside the 0.2% annual chance floodplain



Zone X - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood



Zone A - Special Flood Hazard Areas subject to inundation by the 1% annual chance flood; No base flood elevations determined



Zone AE - Special Flood Hazard Areas subject to inundation by the 1% annual chance flood; Base flood elevations determined



Zone AE - Floodway areas in Zone AE

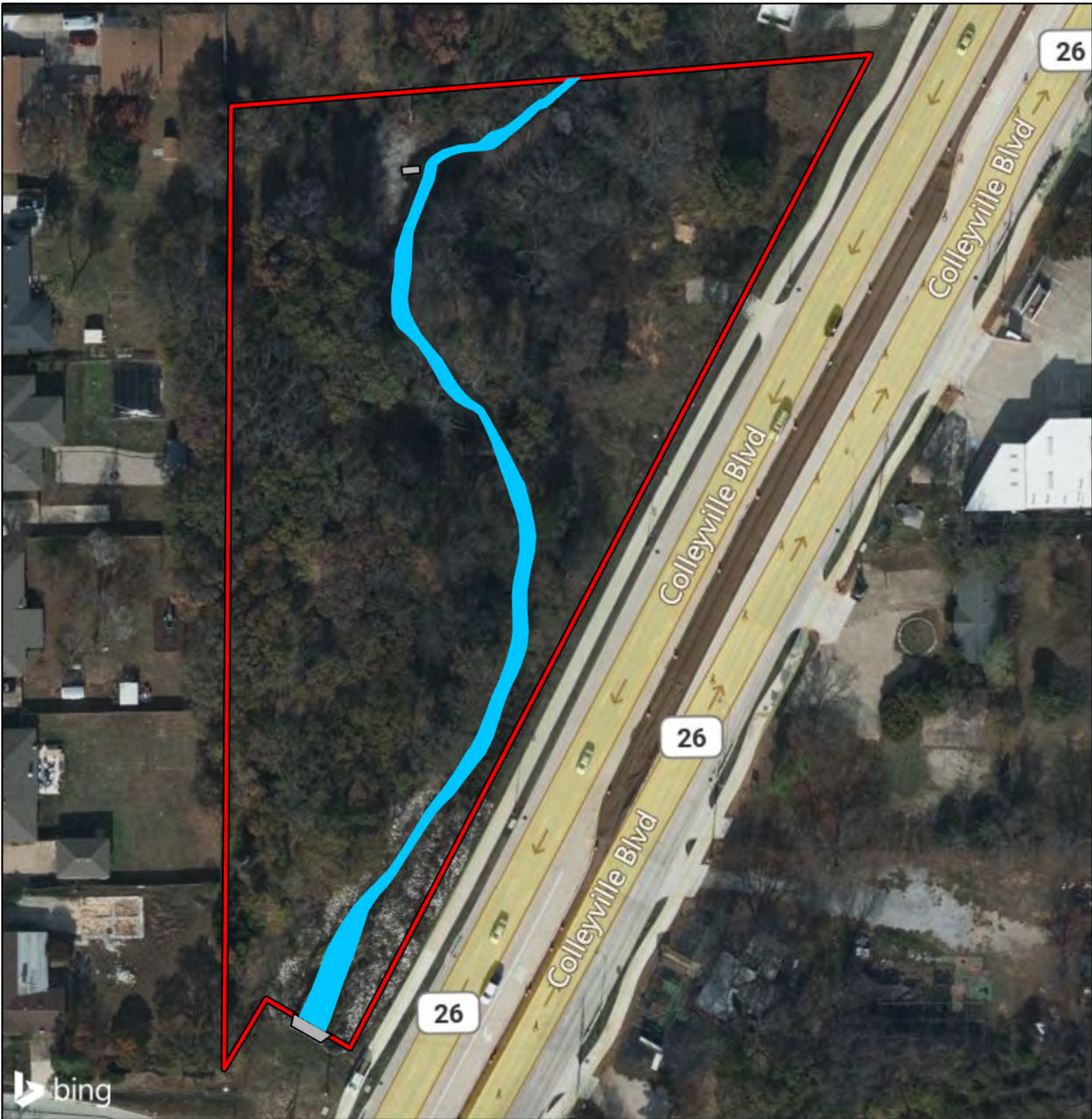
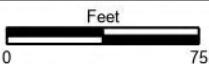


Figure 5.
Aquatic Features Identified
within the Survey Area

6312 Colleyville Boulevard
 City of Colleyville
 Tarrant County, Texas

1 in = 75 ft



File Ref. 04.287.004
 Date: 10/31/2024

- Survey Area
- Culvert

Aquatic Features

- Tributary, Intermittent

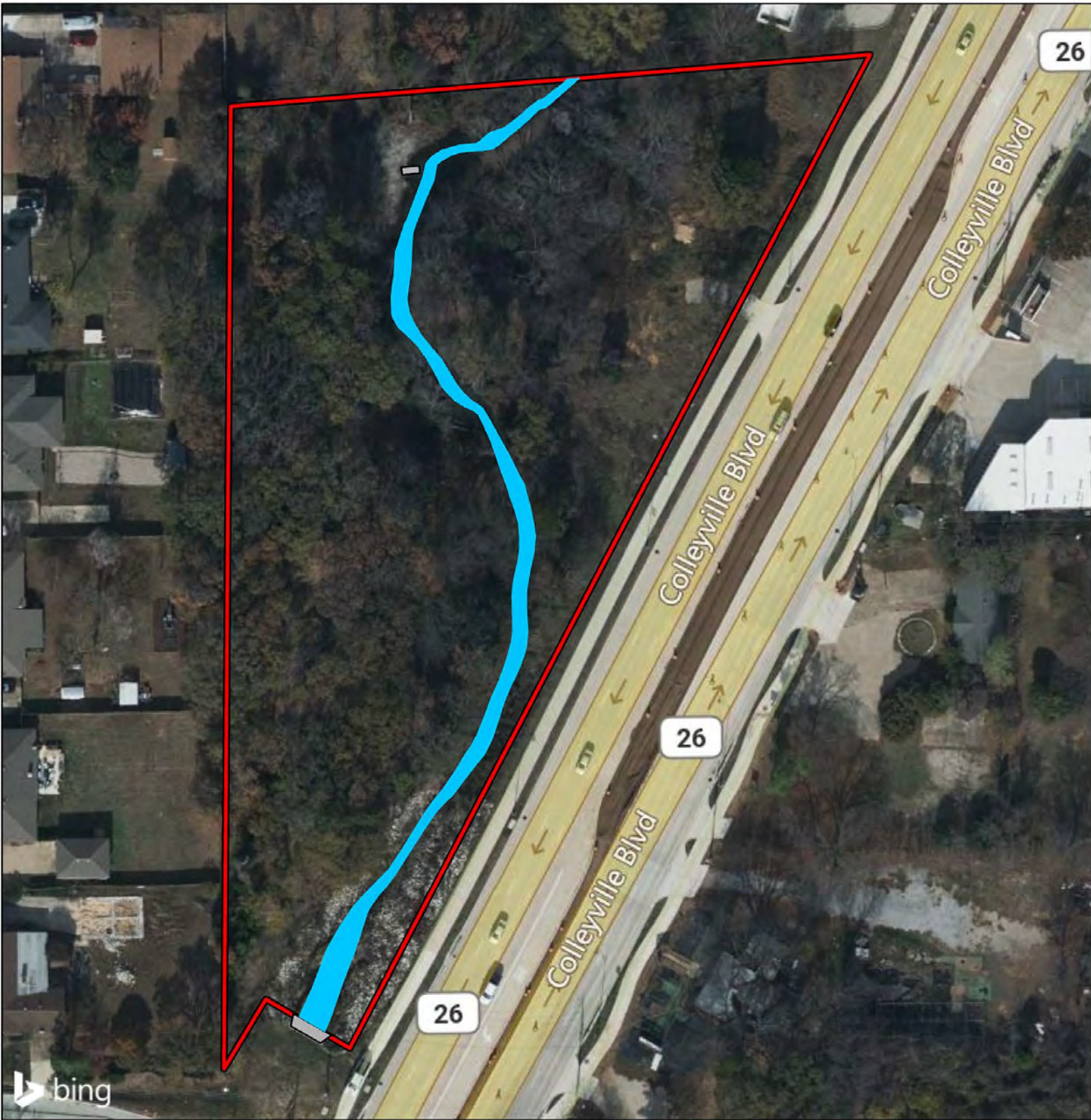


Figure 6.
Jurisdictional Assessment

6312 Colleyville Boulevard
City of Colleyville
Tarrant County, Texas

1 in = 75 ft



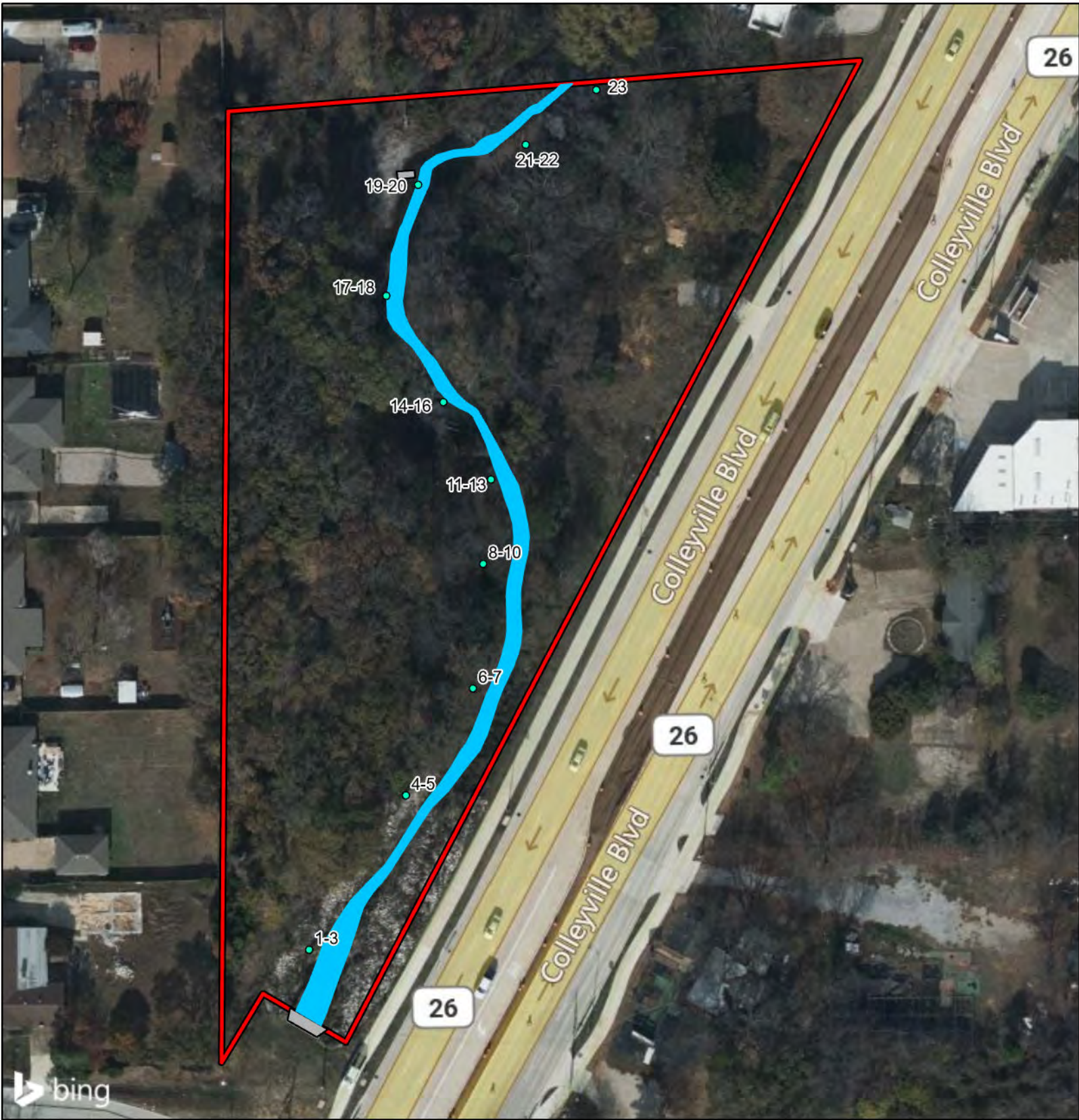
File Ref. 04 287.004
Date: 10/31/2024

- Survey Area
- Culvert

Aquatic Features that Meet a Definition of a Water of the United States

- Tributary, RPW

ATTACHMENT B
Site Photographs



Photograph Location Map

6312 Colleyville Boulevard
City of Colleyville
Tarrant County, Texas



Survey Area



Photograph Location



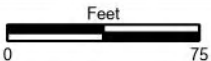
Culvert

Aquatic Features that Meet a Definition of a Water of the United States



Tributary, Intermittent

1 in = 75 ft



File Ref. 04.287.004
Date: 11/4/2024



Photograph 1



Photograph 2



Photograph 3



Photograph 4



Photograph 5



Photograph 6



Photograph 7



Photograph 8



Photograph 9



Photograph 10



Photograph 11



Photograph 12



Photograph 13



Photograph 14



Photograph 15



Photograph 16



Photograph 17



Photograph 18



Photograph 19



Photograph 20



Photograph 21



Photograph 22



Photograph 23

ATTACHMENT C

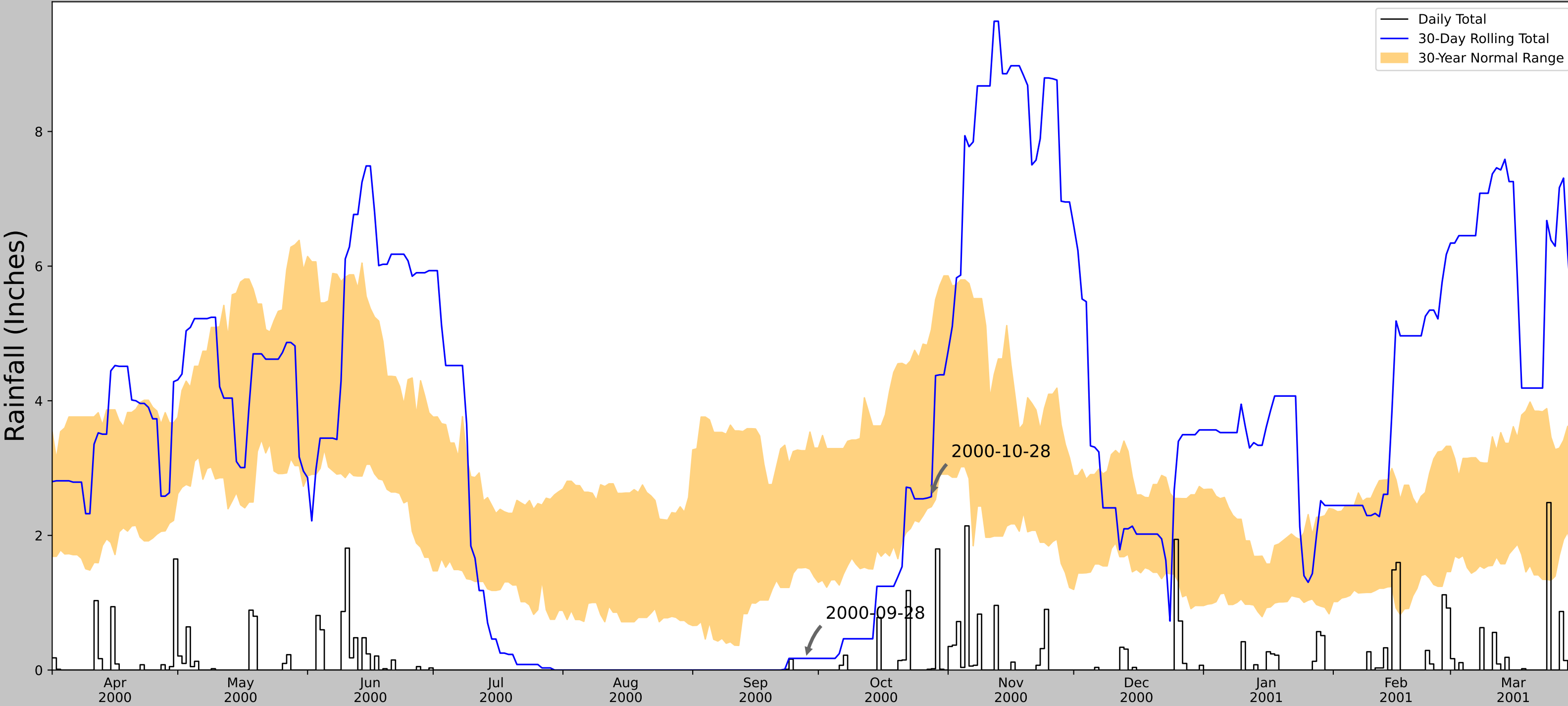
Tributary Flow Evaluation Data Forms

Tributary Evaluation Data Form

Project: 6312 Colleyville Boulevard		Date: 10/28/2024	
Feature ID: Tributary 1		Investigator(s): Seth Carr, Kylie Hughes	
Antecedent Precipitation Tool (APT)			
Season:	Wet ☒ Dry ☐	Precipitation in the last 30 days (Inches): 0.0 inch	
Results:	Wetter than Normal ☐ Normal ☐ Drier than Normal ☒		
Observed Flow:	Yes ☒ No ☐		
Observed Pools:	Yes ☒ No ☐		
Stream Order: 1			
Soil Adjacent to Tributary (Web Soil Survey): Silstid loamy fine sand 1 to 5 percent slopes			
Hydric Soil:	Yes ☐ No ☒	Depth to Water Table (Centimeters): <60 cm	
Channel Geometry			
OHWM Width (Feet): 4-11		OHWM Depth (Feet): 2-4	
Bank Width (Feet): 8-15		Bank Depth (Feet): 2-5	
Ordinary High Water Mark Characteristics			
Bed and Bank ☒ Change in Soil Characteristics ☐ Deposition ☐ Destruction of Terrestrial Vegetation ☒			
Natural Line Impressed in Bank ☒ Presence of Litter and Debris ☐ Scours ☐ Sediment Sorting ☒			
Vegetation Matted Down along Bank ☒ Water Staining ☒			
Substrate			
Bedrock ☐ Boulder ☐ Cobble ☐ Gravel ☒ Sand ☒ Fines (Silt, Clay, Muck) ☒			
Redox or Depleted Characteristics in Stream Bed Soil Profile:		Yes ☒ No ☐	
Seeps:	Near or along Runs ☐ Near or along Pools ☐ None Observed ☒		
Adjacent Vegetation Community			
Cultivated Field ☐ Forest ☒ Grassland ☐ Scrub / Shrub ☐ Urban ☒			
Hydrophytic Vegetation (FACW or OBL) along Banks:		Runs ☒ Pools ☒ None Observed ☐	
Algae:	On Water Surface ☐ Algal Crust on Rocks / Stream Substrate ☒ None Observed ☐		
Wildlife / Biota: Fish, Frogs, and aquatic turtles.			
Conclusion:		RPW ☒ Non-RPW ☐	
Notes: Water flow is due to the connection of subterranean culverts and ditches to a large pond south of the survey area. Saturation and pooled water are visible year-round in the tributary on aerial imagery.			

ATTACHMENT D
Climatological Data

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	32.9013597, -97.1425537
Observation Date	2000-10-28
Elevation (ft)	605.908
Drought Index (PDSI)	Normal
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2000-10-28	2.425984	5.055118	2.574803	Normal	2	3	6
2000-09-28	1.524016	3.259055	0.173228	Dry	1	2	2
2000-08-29	0.736614	2.425591	0.0	Dry	1	1	1
Result							Drier than Normal - 9



**US Army Corps
of Engineers®**



ERDC
U.S. Army Corps of Engineers Research and Development Center

Figures and tables made by the
Antecedent Precipitation Tool
Version 2.0

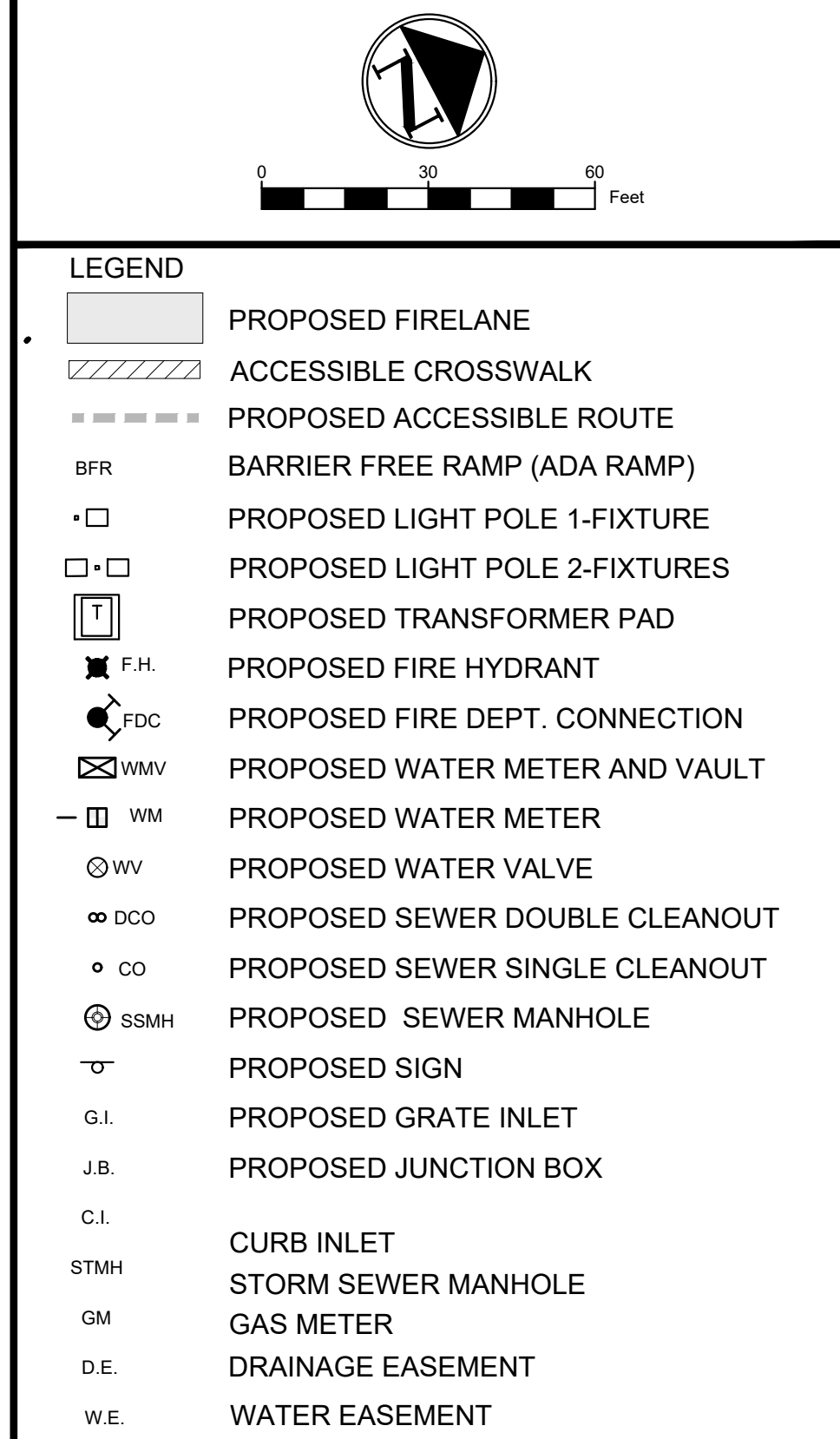
Developed by:
U.S. Army Corps of Engineers and
U.S. Army Engineer Research and
Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
DAL-FTW WSCMO AP	32.8975, -97.0219	543.963	7.005	61.945	3.586	11353	90

Date	Temperature			Dew Point			Humidity			Speed			Pressure		Precip. Accum.
	High	Avg	Low	High	Avg	Low	High	Avg	Low	High	Avg	Low	High	Low	Sum
9/28/2024	95.4 °F	74.1 °F	61.0 °F	60.8 °F	58.0 °F	55.0 °F	86 %	61 %	28 %	7.2 mph	0.6 mph	0.0 mph	29.95 in	29.82 in	0.00 in
9/29/2024	97.2 °F	74.4 °F	61.2 °F	66.4 °F	60.4 °F	55.4 °F	85 %	64 %	32 %	6.7 mph	0.3 mph	0.0 mph	29.99 in	29.85 in	0.00 in
9/30/2024	100.6 °F	75.9 °F	60.8 °F	66.9 °F	61.8 °F	57.6 °F	97 %	67 %	27 %	4.0 mph	0.2 mph	0.0 mph	29.95 in	29.84 in	0.00 in
10/1/2024	95.5 °F	77.9 °F	63.3 °F	66.7 °F	62.4 °F	57.2 °F	93 %	63 %	36 %	5.4 mph	0.5 mph	0.0 mph	30.10 in	29.94 in	0.00 in
10/2/2024	99.1 °F	76.7 °F	62.6 °F	66.0 °F	59.5 °F	52.5 °F	77 %	57 %	31 %	4.0 mph	0.3 mph	0.0 mph	30.09 in	29.86 in	0.00 in
10/3/2024	100.0 °F	79.8 °F	65.3 °F	69.4 °F	65.1 °F	62.4 °F	94 %	64 %	33 %	4.0 mph	0.2 mph	0.0 mph	29.97 in	29.83 in	0.00 in
10/4/2024	95.7 °F	77.3 °F	64.0 °F	66.4 °F	60.5 °F	53.4 °F	95 %	60 %	30 %	5.1 mph	0.2 mph	0.0 mph	30.08 in	29.95 in	0.00 in
10/5/2024	99.3 °F	76.1 °F	62.2 °F	67.1 °F	62.9 °F	57.2 °F	93 %	67 %	32 %	3.4 mph	0.2 mph	0.0 mph	30.09 in	29.93 in	0.00 in
10/6/2024	96.8 °F	77.6 °F	66.4 °F	71.2 °F	65.5 °F	60.3 °F	97 %	70 %	36 %	4.3 mph	0.2 mph	0.0 mph	30.08 in	29.97 in	0.00 in
10/7/2024	96.3 °F	76.3 °F	65.3 °F	65.8 °F	62.8 °F	61.0 °F	90 %	66 %	35 %	5.8 mph	0.3 mph	0.0 mph	30.07 in	29.92 in	0.00 in
10/8/2024	92.7 °F	73.0 °F	60.8 °F	62.1 °F	54.4 °F	50.2 °F	87 %	55 %	29 %	4.7 mph	0.2 mph	0.0 mph	30.03 in	29.90 in	0.00 in
10/9/2024	95.2 °F	73.0 °F	58.8 °F	59.0 °F	54.1 °F	49.8 °F	87 %	55 %	27 %	4.5 mph	0.2 mph	0.0 mph	30.07 in	29.92 in	0.00 in
10/10/2024	95.9 °F	76.5 °F	62.6 °F	61.3 °F	56.2 °F	50.5 °F	81 %	52 %	29 %	3.4 mph	0.2 mph	0.0 mph	30.08 in	29.97 in	0.00 in
10/11/2024	97.5 °F	77.3 °F	63.9 °F	64.9 °F	56.7 °F	50.4 °F	71 %	50 %	32 %	4.5 mph	0.2 mph	0.0 mph	30.15 in	30.00 in	0.00 in
10/12/2024	99.1 °F	79.7 °F	68.4 °F	65.5 °F	59.0 °F	54.3 °F	71 %	51 %	29 %	5.4 mph	0.4 mph	0.0 mph	30.06 in	29.88 in	0.00 in
10/13/2024	101.5 °F	78.5 °F	61.9 °F	59.4 °F	56.0 °F	49.6 °F	83 %	50 %	21 %	5.4 mph	0.4 mph	0.0 mph	30.04 in	29.90 in	0.00 in
10/14/2024	88.5 °F	72.3 °F	62.4 °F	55.9 °F	47.2 °F	38.5 °F	68 %	42 %	27 %	6.3 mph	0.6 mph	0.0 mph	30.18 in	30.02 in	0.00 in
10/15/2024	98.6 °F	73.0 °F	56.3 °F	62.2 °F	54.2 °F	38.8 °F	92 %	57 %	25 %	6.0 mph	0.7 mph	0.0 mph	30.16 in	29.89 in	0.00 in
10/16/2024	74.7 °F	59.4 °F	47.7 °F	45.0 °F	36.3 °F	31.8 °F	69 %	43 %	24 %	6.5 mph	0.9 mph	0.0 mph	30.43 in	30.15 in	0.00 in
10/17/2024	78.1 °F	57.6 °F	43.9 °F	41.4 °F	37.5 °F	33.8 °F	77 %	50 %	25 %	4.3 mph	0.3 mph	0.0 mph	30.30 in	30.10 in	0.00 in
10/18/2024	82.4 °F	65.0 °F	51.1 °F	55.9 °F	46.4 °F	38.3 °F	74 %	52 %	38 %	4.7 mph	0.4 mph	0.0 mph	30.24 in	30.13 in	0.00 in
10/19/2024	86.0 °F	66.4 °F	56.5 °F	53.4 °F	46.8 °F	41.2 °F	71 %	50 %	29 %	5.4 mph	0.3 mph	0.0 mph	30.35 in	30.23 in	0.00 in
10/20/2024	88.9 °F	64.8 °F	50.2 °F	56.8 °F	50.9 °F	47.5 °F	96 %	64 %	29 %	4.0 mph	0.2 mph	0.0 mph	30.35 in	30.18 in	0.00 in
10/21/2024	88.5 °F	67.7 °F	53.2 °F	59.0 °F	52.6 °F	47.3 °F	91 %	61 %	32 %	3.8 mph	0.3 mph	0.0 mph	30.20 in	29.99 in	0.00 in
10/22/2024	92.7 °F	75.4 °F	65.7 °F	70.3 °F	64.1 °F	53.8 °F	90 %	69 %	46 %	6.9 mph	0.5 mph	0.0 mph	30.10 in	29.96 in	0.00 in
10/23/2024	97.9 °F	76.9 °F	64.2 °F	70.3 °F	65.1 °F	61.0 °F	91 %	69 %	38 %	4.5 mph	0.2 mph	0.0 mph	30.10 in	29.98 in	0.00 in
10/24/2024	92.5 °F	77.0 °F	64.6 °F	68.5 °F	63.5 °F	59.0 °F	91 %	65 %	39 %	6.0 mph	0.4 mph	0.0 mph	30.01 in	29.84 in	0.00 in
10/25/2024	95.7 °F	76.7 °F	67.1 °F	70.2 °F	63.9 °F	58.3 °F	92 %	66 %	41 %	6.9 mph	0.5 mph	0.0 mph	30.12 in	29.89 in	0.00 in
10/26/2024	86.7 °F	72.1 °F	64.2 °F	63.7 °F	59.8 °F	54.7 °F	84 %	67 %	44 %	5.4 mph	0.5 mph	0.0 mph	30.24 in	30.10 in	0.00 in
10/27/2024	90.7 °F	71.7 °F	58.8 °F	67.5 °F	61.5 °F	55.9 °F	93 %	72 %	43 %	4.9 mph	0.2 mph	0.0 mph	30.19 in	29.99 in	0.00 in

DEVELOPMENT SCHEDULE

The proposed development will follow the time frame allowed by the City of Colleyville after the CLOMR has been approved by FEMA, all applicable construction plans have been approved, and all applicable forms and documents have been received by the City of Colleyville to begin and complete construction in a timely manner. The plan is to have the construction begin some time in 2025 and be completed some time in 2026.



- ## NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, AND PROPERTY LINE UNLESS OTHERWISE NOTED.
 2. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING AND DUMPSTER ENCLOSURE LAYOUT AND DESIGN.
 3. REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
 4. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMIT THROUGH THE BUILDING SAFETY DIVISION.
 5. ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE ZONING ORDINANCE.
 6. ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
 7. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN, STAMPED BY STAFF.
 8. ALL STRIPING WITHIN DEVELOPMENT TO BE PAINTED WHITE.
 9. ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).

BM-1: SET "X"

```

ELEVATION=XXX.XX
N: XXXXXXXXXXXXXX
E: XXXXXXXXXXXXXX

TBM-2: SET "X"-----

ELEVATION=XXX.XX
N: XXXXXXXXXXXXXX
E: XXXXXXXXXXXXXX

```

THESE DOCUMENTS ARE FOR DESIGN
REVIEW ONLY AND NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR PERMIT
PURPOSE. THEY ARE PREPARED BY, OR
UNDER THE SUPERVISION OF:

ARTUAN MCGEE	147091
TYPE OR PRINT NAME	PE #
XX/XX/XX	
DATE	

NO.	DATE	REVISION
-	-	
-	-	
-	-	
-	-	

COLLEYVILLE RETAIL
6312 COLLEYVILLE BLVD.
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

CONCEPT LANDSCAPE PLAN



DESIGNED: AM	DATE	PROJECT #	SHEET
DRAWN: AM	11/26/2024	2023015	----
REVIEWER: SR			

SITE DATA	
LOT AREA	121,794 S.F. (2.796 AC.)
BUILDING A AREA (%)	+9,268 S.F. (8%)
BUILDING B AREA (%)	+15,118 S.F. (13%)
BUILDING HEIGHT	+22'-26'
ZONING:	"AG" (AGRICULTURE)
PLANNED ZONING:	"CC-1" (VILLAGE RETAIL)
PARKING REQUIRED BY QTY:	125
PARKING PROVIDED:	127
ACCESSIBLE PARKING REQUIRED:	5
ACCESSIBLE PARKING PROVIDED:	5
PAVED AREA (%)	63,038 S.F. (52%)
OPEN AREA (%)	33,745 S.F. (27%)

Tree Survey Worksheet For:

6312 Colleyville Blvd

NOT APPROVED**CONCEPTUAL PLANS**

Lot/Project Area (sqft): 121,887

Total Building Envelope (sqft): 29,000

Column	Applicable Action or Status	Code to Enter
Preservation Status	Preserved trees:	PRES
	Removed trees:	REM
	Unauthorized removal/damage:	ILREM
Heritage Trees	Heritage trees	HERITAGE
Exclusions (from all calculations)	Off-site (not in same permit OR property)	OFFSITE
	Non-protected trees & Exempt size/species	NON-P
	Dead/Declining/Hazard trees	DDH
Exempt (from preservation calc.)	Residential Building Envelope (footprint + 10ft)	RBE
	Commercial Building Envelope (footprint + 5ft)	CBE
Mitigation	Normal Mitigation (Heritage Trees Only)	MITIGATE
	Violation/Unauthorized Removal Mitigation	MITIGATE

* Use 'Tree Survey Field Recorder' tab to calculate multi-trunk or conjoined trees

Tree #	Common name or species	*DBH (in)	Canopy Area (ft ²)	Preservation Status	Heritage Tree	Exclusions Exempt	Tree Mitigation	Penalty / Violation	Comments
5000	Oak	12	452	REM					
5001	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5002	Cedar	15	707	REM					
5003	Cedar	12	452	REM					
5004	Oak	12	452	REM					
5005	Oak	18	1,018	REM					
5006	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5007	Oak	30	2,827	REM	HERITAGE		MITIGATE		
5008	Elm	9	254	REM					
5009	Elm	16	804	REM					
5010	Elm	10	314	REM					
5011	Elm	25	1,963	REM	HERITAGE		MITIGATE		
5012	Hackberry	9	254	REM		NON-P			
5013	Hackberry	10	314	REM		NON-P			
5014	Hackberry	7	154	REM		NON-P			
5015	Hackberry	9	254	REM		NON-P			
5016	Hackberry	8	201	REM		NON-P			
5017	Elm	20	1,257	REM					
5018	Live Oak	9	254	REM					
5019	Elm	9	254	REM					

5001	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5002	Cedar	15	707	REM					
5020	Elm	15	707	REM					
5021	Elm	14	616	REM					
5022	Hackberry	5	79	REM		NON-P			
5024	Chinaberry	6	113	REM		NON-P			
5025	Elm	15	707	REM					
5026	Elm	16	804	REM					
5027	Elm	11	380	REM					
5028	Elm	6	113	REM					
5029	Elm	8	201	REM					
5030	Elm	9	254	REM					
5031	Elm	6	113	REM					
5032	Elm	39	4,778	REM	HERITAGE		MITIGATE		
5033	Hackberry	6	113	REM		NON-P			
5034	Elm	14	616	REM					
5035	Elm	13	531	REM					
5036	Elm	11	380	REM					
5037	Elm	8	201	REM					
5038	Elm	9	254	REM					
5039	Elm	10	314	REM					
5040	Hackberry	11	380	REM		NON-P			
5041	Hackberry	8	201	REM		NON-P			
5042	Hackberry	14	616	REM		NON-P			
5043	Elm	11	380	REM					
5044	Oak	10	314	REM					
5045	Oak	12	452	REM					
5046	Oak	6	113	REM					
5047	Oak	16	804	REM					
5048	Cedar	6	113	REM					
5049	Oak	16	804	REM					
5050	Oak	15	707	REM					
5051	Elm	11	380	REM					
5052	Oak	9	254	REM					
5053	Elm	10	314	REM					
5054	Elm	13	531	REM					
5055	Oak	12	452	REM					
5056	Elm	15	707	REM					
5057	Oak	10	314	REM					
5058	Elm	9	254	REM					

NOT APPROVED

5001	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5002	Cedar	15	707	REM					
5059	Elm	9	254	REM					
5060	Cedar	10	314	REM					
5061	Oak	16	804	REM					
5062	Elm	10	314	REM					
5063	Oak	15	707	REM					
5064	Cedar	12	452	REM					
5065	Cedar	14	616	REM					
5066	Oak	7	154	REM					
5067	Elm	17	908	REM					
5068	Oak	16	804	REM					
5069	Oak	13	531	REM					
5070	Oak	11	380	REM					
5071	Oak	8	201	REM					
5072	Oak	7	154	REM					
5073	Oak	19	1,134	REM					
5074	Oak	11	380	REM					
5075	Oak	6	113	REM					
5076	Oak	13	531	REM					
5077	Oak	10	314	REM					
5078	Cedar	6	113	REM					
5079	Cedar	5	79	REM		NON-P			
5080	Cedar	17	908	REM					
5081	Cedar	16	804	REM					
5082	Cedar	14	616	REM					
5083	Cedar	5	79	REM		NON-P			
5084	Cedar	11	380	REM					
5085	Cedar	13	531	REM					
5086	Oak	14	616	REM					
5087	Cedar	11	380	REM					
5088	Cedar	15	707	REM					
5089	Cedar	9	254	REM					
5090	Oak	9	254	REM					
5091	Oak	21	1,385	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5092	Oak	19	1,134	REM					
5093	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5094	Elm	10	314	REM					
5095	Hackberry	6	113	REM		NON-P			
5096	Hackberry	6	113	REM		NON-P			

NOT APPROVED

5001	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5002	Cedar	15	707	REM					
5097	Hackberry	6	113	REM		NON-P			
5098	Hackberry	7	154	REM		NON-P			
5099	Hackberry	8	201	REM		NON-P			
5100	Elm	8	201	REM					
5101	Elm	21	1,385	REM					
5102	Elm	12	452	REM					
5103	Elm	12	452	REM					
5104	Osage	8	201	REM					
5105	Pecan	10	314	REM					
5106	Oak	7	154	REM					
5107	Oak	9	254	REM					
5108	Elm	12	452	REM					
5109	Elm	7	154	REM					
5110	Elm	12	452	REM					
5111	Cedar	21	1,385	REM					
5112	Cedar	21	1,385	REM					
5113	Pecan	23	1,662	REM					
5114	Oak	8	201	REM					
5115	Elm	15	707	REM					
5116	Oak	18	1,018	REM					
5117	Chinaberry	11	380	REM		NON-P			
5118	Oak	16	804	REM					
5119	Elm	8	201	REM					
5120	Oak	9	254	REM					
5121	Hackberry	11	380	REM		NON-P			
5122	Osage	6	113	REM		NON-P			
5123	Oak	7	154	REM					
5324	Oak	18	1,018	REM					
5325	Oak	13	531	REM					
5326	Oak	11	380	REM					
5327	Oak	9	254	REM					
5328	Oak	9	254	REM					
5329	Oak	10	314	REM					
5330	Oak	14	616	REM					
5331	Oak	9	254	REM					
5332	Oak	8	201	REM					
5333	Oak	11	380	REM					
5334	Oak	12	452	REM					

NOT APPROVED

5001	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5002	Cedar	15	707	REM					
5335	Oak	8	201	REM					
5336	Oak	10	314	REM					
5337	Oak	18	1,018	REM					
5341	Oak	8	201	REM					
5342	Oak	7	154	REM					
5350	Oak	6	113	REM					
5351	Oak	15	707	REM					
5352	Cedar	11	380	REM					
5353	Oak	11	380	REM					
5354	OAK	17	908	REM					
5355	Oak	10	314	REM					
5356	Elm	26	2,124	REM	HERITAGE		MITIGATE		
5357	Elm	16	804	REM					
5358	Oak	7	154	REM					
5359	Elm	12	452	REM					
5360	Elm	12	452	REM					
5361	Elm	14	616	REM					
5390	Cedar	11	380	REM					
5391	Oak	23	1,662	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5392	Cedar	11	380	REM					
5393	Elm	18	1,018	REM					
5394	Cedar	11	380	REM					
5395	Cedar	9	254	REM					
5396	Oak	22	1,521	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5397	Oak	12	452	REM					
5398	Chinaberry	11	380	REM		NON-P			
5405	Oak	16	804	REM					
5409	Chinaberry	5	79	REM		NON-P			
5412	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5413	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5415	Elm	7	154	REM					
5416	Hackberry	17	908	REM		NON-P			
5420	Oak	7	154	REM					
5421	Oak	14	616	REM					
5424	Hackberry	8	201	REM		NON-P			
5428	Hackberry	17	908	REM		NON-P			
5429	Elm	6	113	REM					
5430	Elm	8	201	REM					

NOT APPROVED

5001	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5002	Cedar	15	707	REM					
5437	Oak	14	616	REM					
5439	Oak	16	804	REM					
5441	Elm	9	254	REM					
5442	Oak	18	1,018	REM					
5443	Oak	18	1,018	REM					
5444	Cedar	8	201	REM					
5447	Elm	8	201	REM					
5448	Oak	12	452	REM					
5453	Oak	27	2,290	REM	HERITAGE		MITIGATE		
5458	Oak	10	314	REM					
5459	Oak	14	616	REM					
5460	Oak	9	254	REM					
5461	Oak	7	154	REM					
5463	Oak	14	616	REM					
5464	Oak	18	1,018	REM					
5465	Oak	11	380	REM					
5470	Oak	10	314	REM					
5471	Oak	7	154	REM					
5475	Hackberry	9	254	REM		NON-P			
5476	Oak	16	804	REM					
5477	Oak	12	452	REM					
5480	OAK	13	531	REM					
5481	Oak	18	1,018	REM					
5482	Oak	14	616	REM					
5483	Elm	14	616	REM					
5487	Elm	8	201	REM					
5488	Oak	6	113	REM					
5489	Oak	6	113	REM					
5490	Oak	14	616	REM					
5491	Oak	6	113	REM					
5492	Oak	14	616	REM					
5493	Oak	8	201	REM					
5494	Oak	12	452	REM					
5495	Hackberry	6	113	REM		NON-P			
5499	Cedar	11	380	REM					
5504	Oak	12	452	REM					
5505	Oak	10	314	REM					
5506	Chinaberry	15	707	REM		NON-P			

NOT APPROVED

5001	Oak	20	1,257	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5002	Cedar	15	707	REM					
5517	Oak	9	254	REM					
5518	Oak	8	201	REM					
5644	Elm	24	1,810	REM					
5645	Elm	16	804	REM					
5674	Oak	8	201	REM					
5675	Oak	11	380	REM					
5676	Oak	16	804	REM					
5677	Oak	10	314	REM					
5679	Oak	13	531	REM					
5680	Oak	6	113	REM					
5681	Oak	11	380	REM					
5683	Oak	9	254	REM					
5686	Elm	11	380	REM					
5687	Oak	6	113	REM					
5689	Oak	24	1,810	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5690	Oak	14	616	REM					
5692	Oak	18	1,018	REM					
5693	Oak	6	113	REM					
5695	Oak	23	1,662	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5696	Elm	6	113	REM					
5699	Oak	14	616	REM					
5700	Oak	6	113	REM					
5701	Elm	7	154	REM					
5702	Elm	10	314	REM					
5705	Elm	8	201	REM					
5709	Oak	23	1,662	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage
5710	Oak	7	154	REM					
5711	Oak	16	804	REM					
5712	Oak	12	452	REM					
5713	Elm	7	154	REM					
5718	Oak	11	380	REM					
5719	Oak	12	452	REM					
5720	Oak	11	380	REM					
5721	Oak	16	804	REM					
5722	Oak	7	154	REM					
5723	Oak	7	154	REM					
5724	Oak	14	616	REM					
5725	Oak	24	1,810	REM	HERITAGE		MITIGATE		Verify Species: If Post Oak / Blackjack 20 inches is heritage

NOT APPROVED

Tree Preservation and Mitigation Summary For: 6312 Colleyville Blvd

Tree Preservation Summary (excludes building envelopes)	%	ft ²	Acres
Total Tree Canopy		126,420	2.902
Required Preservation of Tree Canopy	50%	63,210	1.451
Provided Credit for Preservation of Tree Canopy	0%	0	0.000
Deficient Preservation of Tree Canopy		62,578	1.437
Tree Mitigation Summary	*Credit	Plant ft ²	Tree Fund \$
Required Mitigation for Heritage Tree Removal (plant <u>vs.</u> fee)		150,585	\$38,400
Required Mitigation for Unauthorized Removal (plant <u>vs.</u> fee)		0	\$0
Total Provided Tree Mitigaiton (plant <u>AND</u> fee)	0	63,000	\$22,334.65
Site Canopy Summary	%	ft ²	Acres
Project/Lot(s) Area		121,887	2.798
Building Envelope Area (primary structures only)		29,000	
Required Site Canopy (excludes building envelope)	50%	46,444	
Provided Credit for Tree Preservation		0	
Provided Credit for Tree Mitigation		63,000	
Additional Tree Planting Required (site canopy ONLY)		0	

Tree Species Summary											
Common name or species	Trees (Qty)	Trees to Preserve	Trees to Remove	DBH Inches	DBH Inches to Preserve	DBH Inches to Remove	Tree Canopy (ft2)	Canopy to Preserve (ft2)	Canopy to Remove (ft2)	Heritage Trees (Qty)	Mitigation (ft2)
Cedar	24	0	24	295	0	295	12,472	0	12,472	0	0
Elm	62	0	62	762	0	762	35,763	0	35,763	3	44,325
Live Oak	1	0	1	9	0	9	254	0	254	0	0
Oak	129	0	129	1,640	0	1,640	75,754	0	75,754	13	106,260
Osage	1	0	1	8	0	8	201	0	201	0	0
Pecan	2	0	2	33	0	33	1,976	0	1,976	0	0

If trees are removed prematurely without a permit there is a fine of \$250 per inch. ie: a single 15 inch tree is removed without a permit would equal a fine of \$3,750.
Please don't remove trees without permitting.

Site would require 50 percent of existing tree canopy to remain, 50 % being 63,210 Sq Ft
0 % credit is provided if every tree were removed.

A total of 63,200 square feet would need to be planted in ADDITION to a payment of \$22,334.65 to the Colleyville tree fund would cover the heritage tree mitigation as well as the 50 % canopy preservation rate.

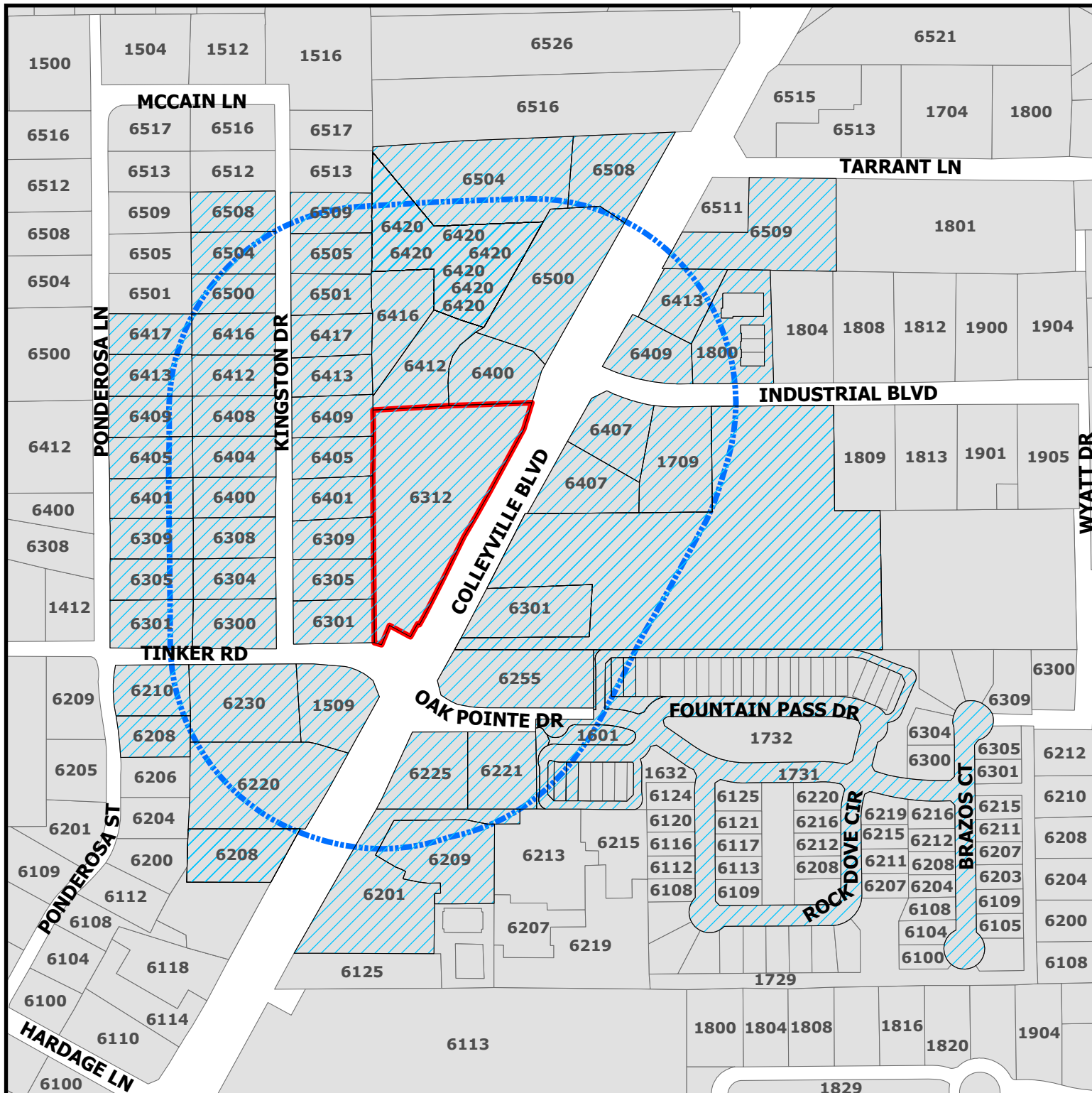
This does not include the tree removal permit costs which is a separate permit.
Prior to any tree removals an approved site plan would be required as well with more plant details on the landscaping plan; such as tree and plant species.

NOT APPROVED

Total	219	0	219	2,747	0	2,747	126,420 (2.9 acres)	0 (0 acres)	126,420 (2.9 acres)	16	150,585
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*All calculations exclude off-site, non-protected, dead, declining, and hazardous trees
**Tree Preservation Summary additionally excludes trees in the building envelope
***Tree Species Summary does NOT exclude trees in the building envelope

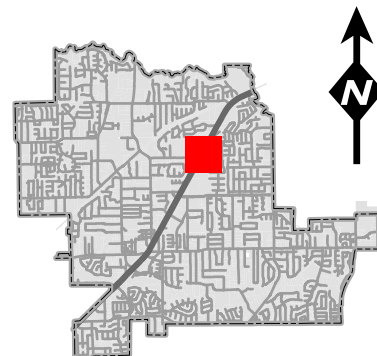
Notification Map



ZC24-029

6312 Colleyville Blvd

-  Parcels to be notified
-  Buffer
-  Subject Property



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



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Addr»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, December 9, 2024 at 7:00 p.m.

**City Council Meetings: Tuesday, January 7, 2025 & Wednesday, January 22, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Consideration of a change of zoning from AG Agricultural to CC-1 Village Retail, being Tract 2P, Abstract 973, Absalom J Lott Survey. The request is to rezone the property to allow development of a two building retail center.

Zoning Case: ZC24-029

Applicant: Artuan McGee

Owner: Sam Shmaisani

Location: 6312 Colleyville Boulevard

Property Description: Tract 2P, Abstract 963, Absalom J Lott Survey

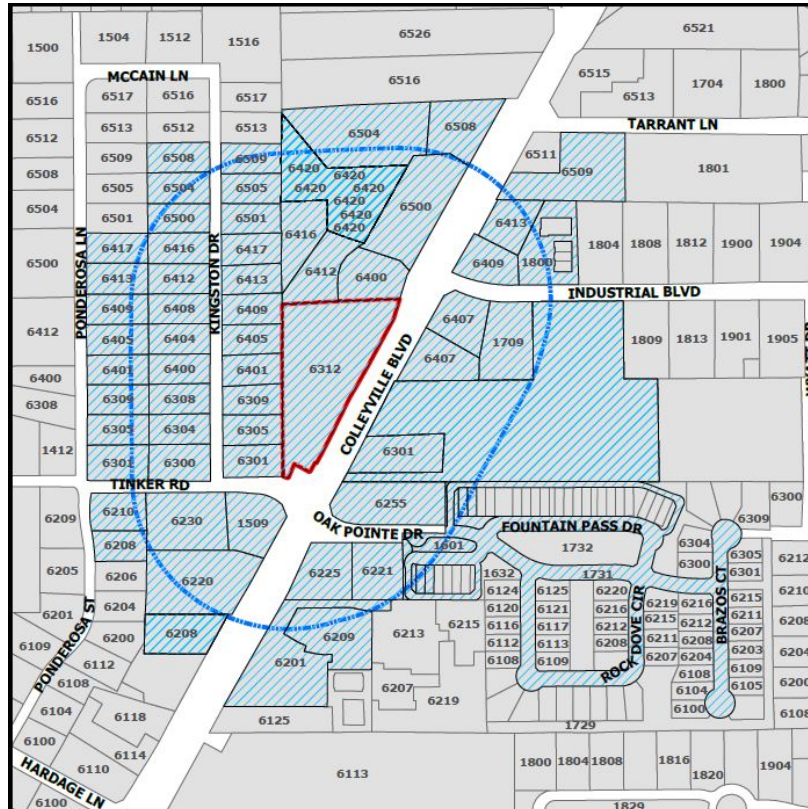
Present Zoning: AG Agricultural

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 below:

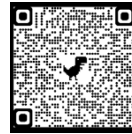
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@Colleyville.com**

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_Addr
JENNINGS, JEFF L	6301 PONDEROSA LN
HANZELKA, FRANCES	6508 KINGSTON DR
SHEARS, THOMAS T TR EST	6504 KINGSTON DR
CROCKER, RHONDA	6500 KINGSTON DR
BURK AND GLORIA COLLINS TRUST	6416 KINGSTON DR
TEMPLE, ERIC	6305 PONDEROSA LN
GABLE, STEPHAN D	6412 KINGSTON DR
LACZNY FAMILY LIVING TRUST	6408 KINGSTON DR
ROSENJACK, MACKENZIE	6404 KINGSTON DR
BRASHEAR, H C	6400 KINGSTON DR
DOUGLAS, SCOTT E	6308 KINGSTON DR
GLASS, THOMAS	6304 KINGSTON DR
WOOD, ROSY MARTINEZ	6300 KINGSTON DR
JUNGMAN, JAMES EDWARD	6309 PONDEROSA LN
JOHNSON, WHITNEY	6401 PONDEROSA LN
FLIPPIN, LINDA M	6405 PONDEROSA LN
RICHARDSON, BOBANNE	6409 PONDEROSA LN
FRANKLIN, THOMAS C	6413 PONDEROSA LN
BROCK SMITH, LANDON	6417 PONDEROSA LN
ROWE, SCOTT	6301 KINGSTON DR
SIMS, REX A	6505 KINGSTON DR
DIMITROV, LACHEZAR P	6509 KINGSTON DR
WILSON, ROBERT	6305 KINGSTON DR
SNEED, FRANK	6309 KINGSTON DR
FISH, ROBERT	6401 KINGSTON DR
BITTICK, EDWARD D	6405 KINGSTON DR
HILDRETH, BRADLEY E	6409 KINGSTON DR
AGARWAL, AKSHAY	6413 KINGSTON DR
GRIFFIN, JONATHAN	6417 KINGSTON DR
PULLEN, TIMOTHY B	6501 KINGSTON DR
COMBINED ENTERPRISES INC	1800 INDUSTRIAL BLVD
PECAN TINKER LP	6230 COLLEYVILLE BLVD
PECAN GARDENS ESTATES LP	6220 COLLEYVILLE BLVD
DE BERARD, LAWRENCE L	6210 PONDEROSA ST
TOUCHSTONE, GARY	6208 PONDEROSA ST
AMERICA'S STORAGE	6509 COLLEYVILLE BLVD
JACE PROPERTIES LLC	6208 COLLEYVILLE BLVD
STRICKLAND & SON LLC	6208 COLLEYVILLE BLVD
TACCONI, EUGENIO	1617 FOUNTAIN PASS DR
VESTAL, TANYA	1621 FOUNTAIN PASS DR
THOMPSON, GWENDELL	1542 PECAN CROSSING DR
SADLER, SCOTT	1600 PECAN CROSSING DR
VILLAS AT OAK POINTE HOA INC	1601 PECAN CROSSING DR
SUNNY DAY HOLDNGS LLC	6420 COLLEYVILLE BLVD
IMPROVER GROUP LLC	6420 COLLEYVILLE BLVD
CADDY, GREGORY	6420 COLLEYVILLE BLVD
BLY AND COMPANY LLC	6420 COLLEYVILLE BLVD
GODLEY ENTERPRISES LLC	6420 COLLEYVILLE BLVD
3 J GREEN LIMITED PARTNERSHIP	6508 COLLEYVILLE BLVD
JAMZ AVB HOLDINGS LLC	6504 COLLEYVILLE BLVD
WINDING CREEK VILLAGE LLC	6416 COLLEYVILLE BLVD
GCD LAND HOLDINGS LLC	6500 COLLEYVILLE BLVD
TIERNEY, THOMAS A	1709 INDUSTRIAL BLVD
SAMIDON HOLDING LLC	6407 COLLEYVILLE BLVD
YARD ART P&F LTD	6407 COLLEYVILLE BLVD
NELLAHOUND HOLDINGS LLC	6413 COLLEYVILLE BLVD
INGRAM, BEVERLY	6409 COLLEYVILLE BLVD

ADDITIONAL SELF STORAGE LP
COLLEYVILLE MEDICAL PROPERTIES LP
ONE LEGACY PROPERTY GROUP LLC
THE BENEFIT LINK INC
LI, LI
SHMAISANI 26 HOLDINGS LLC
VILLAS AT OAK POINTE, THE
GRAPEVINE COLLEYVILLE ISD
ARTUAN MCGEE

1801 INDUSTRIAL BLVD
6225 COLLEYVILLE BLVD
6201 COLLEYVILLE BLVD
6209 COLLEYVILLE BLVD
1509 TINKER RD
6312 COLLEYVILLE BLVD
COURTESY NOTICE
STATE REQUIRED
APPLICANT

ORDINANCE O-25-2315

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 2.80 ACRES, BEING TRACT 2P, ABSTRACT 963, ABSALOM J LOTT SURVEY, BY AUTHORIZING A REZONING FROM AG AGRICULTURAL TO CC-1 VILLAGE RETAIL; 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 CC-1 Village Retail under Case No. ZC24-029; 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 CC-1 Village Retail on 2.80 acres, being Tract 2P, Abstract 963, Absalom J Lott Survey, located at 6312 Colleyville Boulevard, 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. Architecture shall be of similar material and design as depicted in the attached Exhibit "C",

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 7th day of January 2025.

The second reading and public hearing being conducted on the 22nd day of January 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

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	_____		

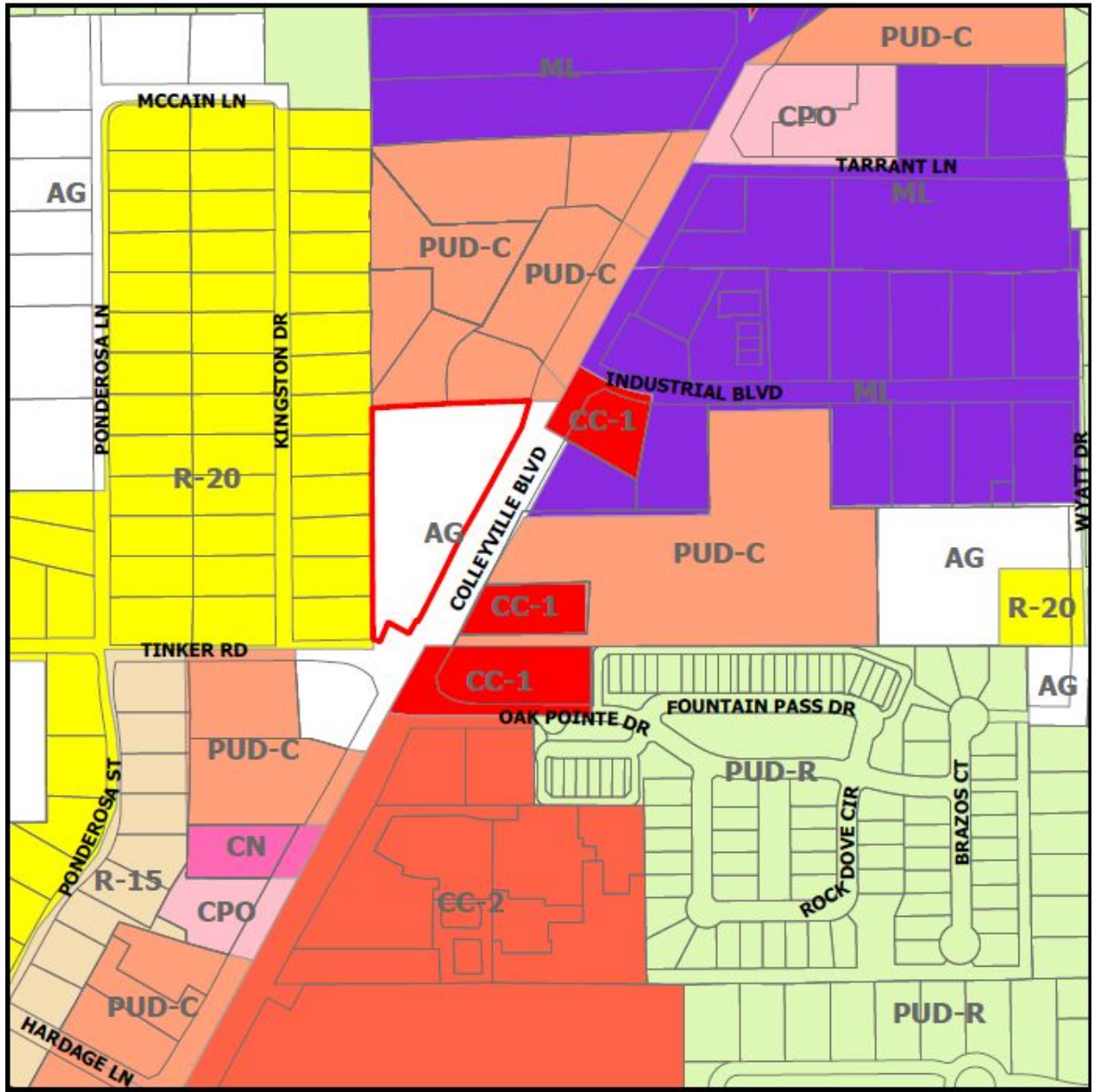
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

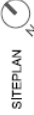
APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

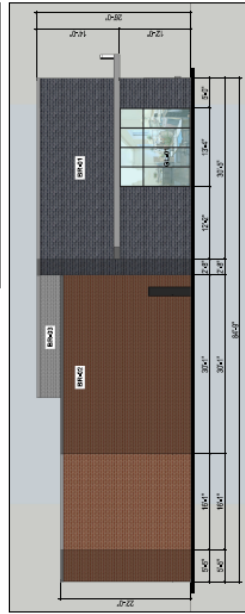


STUDIO MAS+ ARCHITECTS ARCHITECTURE • PLANNING • INTERIORS 1940 E NORTHWEST HWY SUITE 300 DALLAS, TX 75206 214-693-4334	PROJECT	COLLEVILLE RETAIL																														
	PROJECT ADDRESS	8312 COLLEVILLE BLVD, COLLEVILLE, TX 78034.																														
	10/2024 <table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>																															
PROJECT #12	320459																															
BUILDING A - ELEVATION																																
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PROJECT #12	320459																															
DATE	11/21/2024																															
A2-01																																

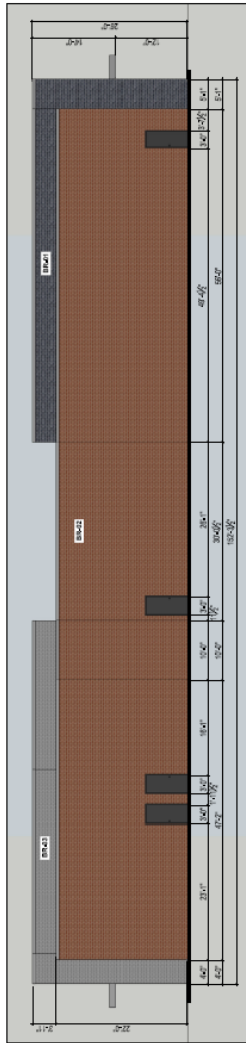


WATER CALCULATIONS TABLE					72.74 AREA
DEPTH	100 FT	150 FT	200 FT	250 FT	300 FT
1000 GALLONS PER MIN	1000 GPM	1500 GPM	2000 GPM	2500 GPM	3000 GPM
1000 GALLONS PER HOUR	1000 GPH	1500 GPH	2000 GPH	2500 GPH	3000 GPH
1000 GALLONS PER DAY	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER WEEK	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER MONTH	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER YEAR	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER DECADE	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER CENTURY	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER THOUSAND YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER MILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER BILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER TRILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER QUADRILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER QUINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER SEXTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER SEPTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER OCTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER NONILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER DECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER UNDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER DUODECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER TREDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER QUADRDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER QUINTDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER SEXDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER SEPTDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER OCTIDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER NONDECILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER VIGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER TRIGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER QUADRIGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER QUINQUAGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER HEXAGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER SEPTUAGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER OCTOGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER NONAGINTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER CENTILLION YEARS	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER MILLENNIUM	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER EPOCH	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER AGE	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER GENERATION	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER CIVILIZATION	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER CULTURE	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER SOCIETY	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER COMMUNITY	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER TOWN	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3000 GPD
1000 GALLONS PER CITY	1000 GPD	1500 GPD	2000 GPD	2500 GPD	3

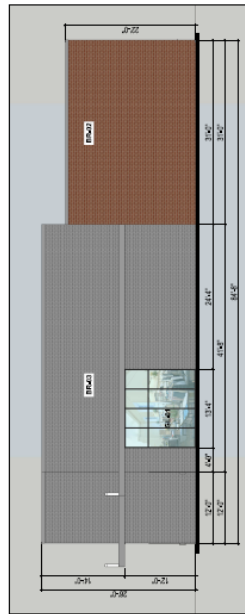
MATERIAL TABLE			DESCRIPTION	UNIT	QUANTITY	MR.	TYPE
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BR-02		BR-02	ACME	ACME	BRICKS	BRICKS	BRICKS
BR-03		BR-03	ACME	ACME	BRICKS	BRICKS	BRICKS
GL-01		GL-01	GLASS	GLASS	GLASS	GLASS	GLASS



01 BUILDING A - SOUTH ELEVATION



02 BUILDING A - NORTH ELEVATION



03 BUILDING A - EAST ELEVATION

04 BUILDING A - WEST ELEVATION



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7d

Agenda Date 1/22/2025

Number Ordinance O-25-2316

Type Ordinance

Department Community Development

Title

Amending the City's fee schedule by amending and restating Section 2-26 of the Colleyville, Texas, Code of Ordinances, establishing fees and charges for City services

Explanation

Second Reading and Public Hearing

Staff presented the item and answered questions from the Council. It was requested to provide the charts showing the rates of surrounding communities and how the City of Colleyville compares. The presentation from the worksession has been provided as part of the packet. No one came forward to speak during the public hearing.

First Reading and Public Hearing

At the December 3, 2024 Worksession, Community Development staff presented a request to update some of the fees for City services. Staff benchmarked area cities and made the following recommendations which are provided in attachment "A" of the ordinance.

1. Permanent sign permits - \$75 - New - \$100
2. Alteration/Remodel/Accessory Structures - \$0.80/sf protect area - New - \$1.00
3. Fence permit - \$75 - New - \$100
4. Swimming pool permit - \$300 - New - \$500 (swimming pool plan review fee of \$50 will be removed from schedule as a "clean-up")
5. Re-roofing permit - \$50 - New - \$100 (will be renamed Roofing permit as a "clean-up")
6. Building E-permit - \$75 - New - \$100 (will be renamed Electric permit as a "clean-up")
7. Mechanical Permit - \$75 - New - \$100
8. Plumbing permit - \$75 - New \$100
9. Demo permit - \$50 - New \$100
10. Solar permit - \$75 - New - \$100 (previously the solar permit was issued under electric permit, solar permit will be listed as such for clarity and to "clean-up")
11. Permit extension - \$100 - New

Additional "clean up" includes removing the HVAC and Water Heater permit fees as these are charged under the Mechanical and Plumbing Permits at \$100 each, the language "homestead 50% discount" has been changed and now waives the \$100

registration fee, and finally the permit extension fee of \$100 has been added and provides for the building official to grant extensions of expired permits for up to 180 days.

Financial Impact

The increase in fees will provide revenue to assist in off-setting costs.

Recommendation

Approve

Attachments

1. December 3, 2024 Council Worksession - Building Permit Fee Review Presentation
2. Exhibit A Community Development Fee Changes
3. Ordinance O-25-2316

Discussion of Building Permit Fees

December 3, 2024

- The intent of building permits is to verify compliance with adopted building codes. The permit fees are to ensure that development covers a portion of this cost and pays its own way.
- HB 842 (2019) prohibited municipalities from calculating residential permit fees based on valuation of the project, which was the previous method for Colleyville and several other north Texas cities.
- The current fees are now calculated at a schedule of:
 - \$1.00/s.f. for new homes and additions
 - \$0.80/s.f. for remodels and accessory structures
- Many other fixed permit fees

Building Permit Fee Review

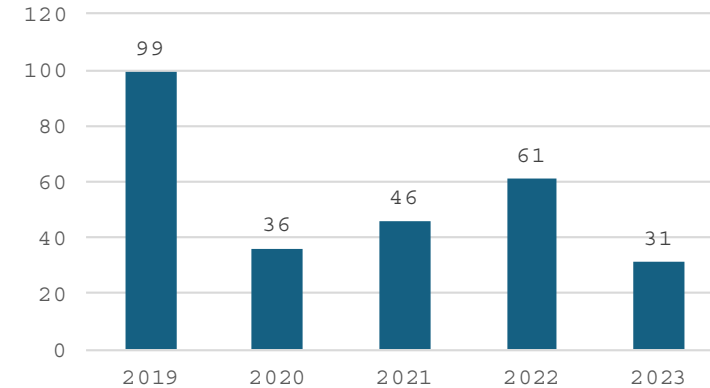


Current Colleyville Building Fees:

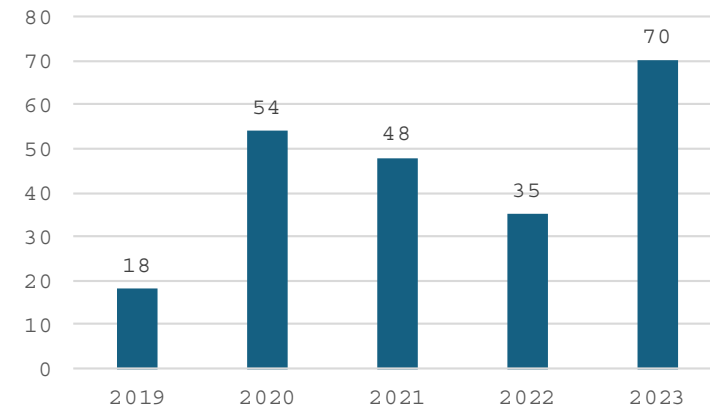
New Residential Construction:	\$1.00/sf
Residential Additions:	\$1.00
Residential Alterations/Remodel:	\$0.80
Accessory Buildings:	\$0.80

Misc. Mechanical:	\$75
Misc. Electrical:	\$75
Misc. Plumbing:	\$75
Sign:	\$75
Pool & Hot Tub:	\$500
Hot Tub only:	\$200
Roof:	\$50
Fence:	\$75
Solar:	\$500

Residential Addition
Permits



Residential Remodel
Permits



New Residential Construction:

Average Home = ±6,000 SF

Colleyville	\$1.00/sf	\$6,000
Keller	\$1.00/sf	\$6,000
Watauga	\$1.30/sf	\$7,800
Southlake	\$50 + \$0.50/sf	\$3,050
Bedford	\$0.80/sf	\$4,800
Grapevine	\$1.00/sf	\$6,000
Coppell	\$0.45/sf	\$2,700
Fort Worth	\$1,223.63 + \$0.293/sf	\$2,981.63
NRH	\$1.10/sf	\$6,600
Richland Hills	\$50 + \$1.00/sf	\$6,050
Haltom City	\$0.75/sf	\$4,500
Roanoke	\$0.80/sf	\$4,800
Trophy Club	\$3,414 + \$0.6827/sf*	\$4,096.70
Flower Mound	\$2,845	\$2,845

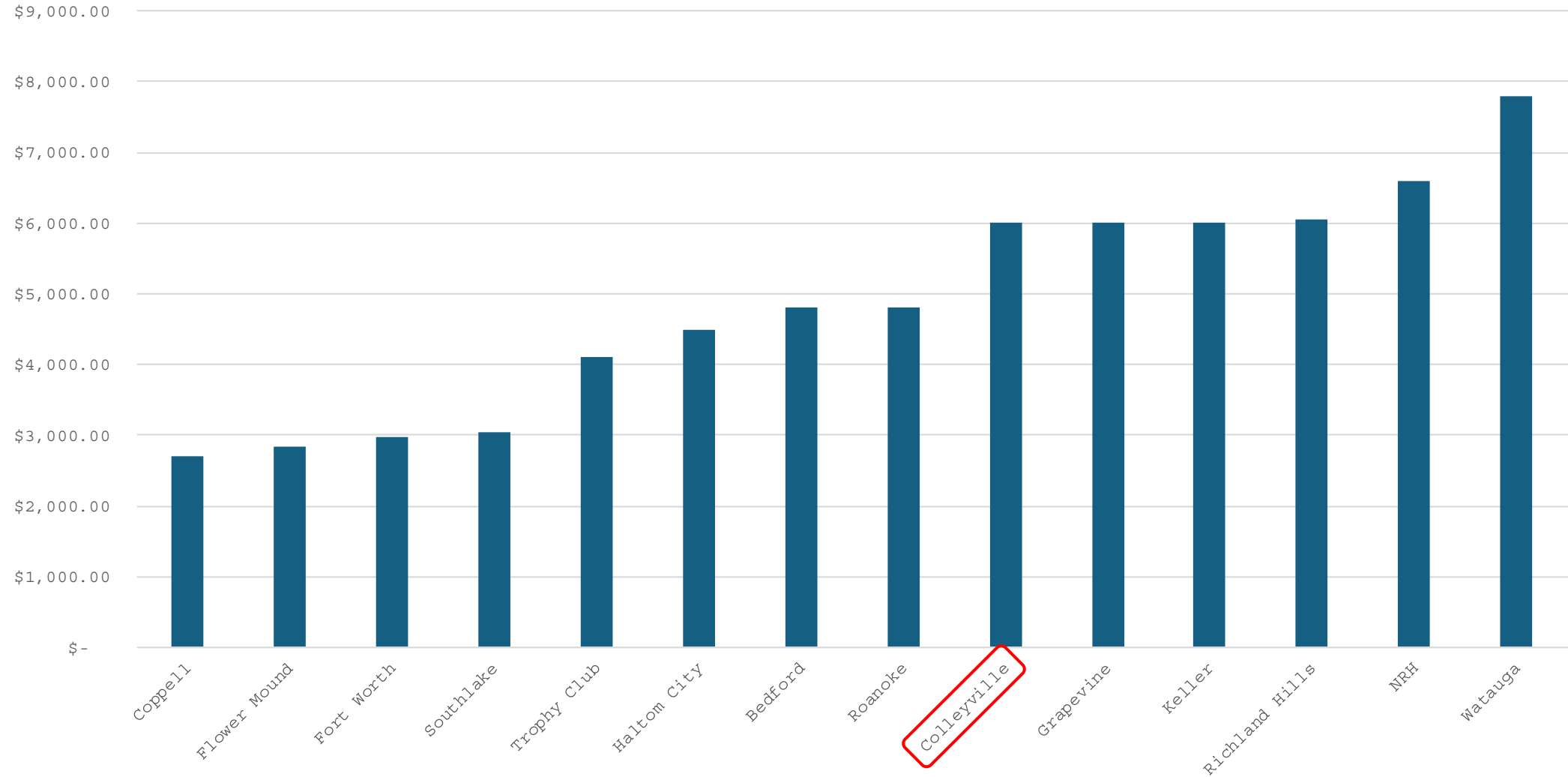
*per square foot over 5,000 SF

Building Permit Fee Review



No change recommended

New Construction



Residential Additions:

Per 1,000/sf

Colleyville	\$1.00/sf	\$1,000
Keller	\$1.00/sf	\$1,000
Watauga	\$1.30/sf	\$1,300
Southlake	\$50 + \$0.50/sf	\$550
Bedford	\$0.80/sf	\$800
Grapevine	\$1.00/sf	\$1,000
Coppell	\$0.45/sf	\$450
Fort Worth	\$1,223.63 + \$0.293/sf	\$1,516.63
NRH	\$100 + \$0.90/sf	\$1,000
Richland Hills	\$50 + \$1.00/sf	\$1,050
Haltom City	\$0.75/sf	\$750
Roanoke	\$1.10/sf	\$1,100
Trophy Club	\$1,316 + \$0.6089/sf*	\$1,316
Flower Mound	\$(based on sq. ft.)	\$1,000

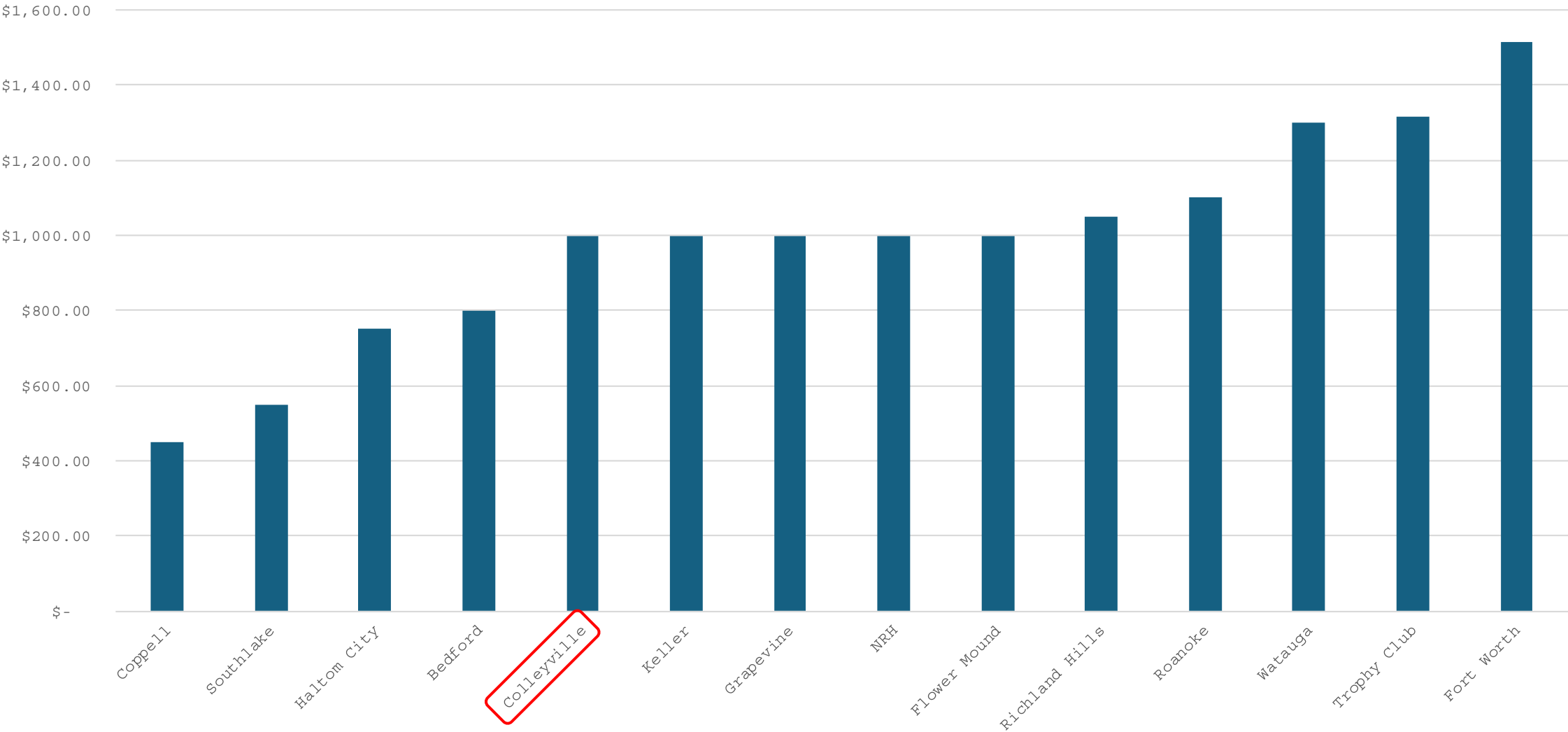
*per square foot over 1,000 SF

Building Permit Fee Review



No change recommended

Additions



Residential Alterations/Remodels:

Per 1,000 SF

Colleyville	\$0.80/sf	\$800
Keller	\$1.00/sf	\$1,000
Watauga	\$0.85/sf	\$850
Southlake	\$50 + \$0.50/sf	\$550
Bedford	\$0.80/sf	\$800
Grapevine	\$1.00/sf	\$1,000
Coppell	\$0.45/sf	\$450
Fort Worth	N/A	N/A
NRH	\$39 + \$0.80	\$839
Richland Hills	\$25 + \$0.80	\$825
Haltom City	\$0.75/sf	\$750
Roanoke	\$1.10/sf	\$1,100
Trophy Club	\$250 + \$0.195/sf*	\$386.50
Flower Mound	\$200	\$200

*per square foot over 300 SF

Building Permit Fee Review



Recommend increase to \$1.00/sf

Remodels



Accessory Buildings:

Per 500 SF

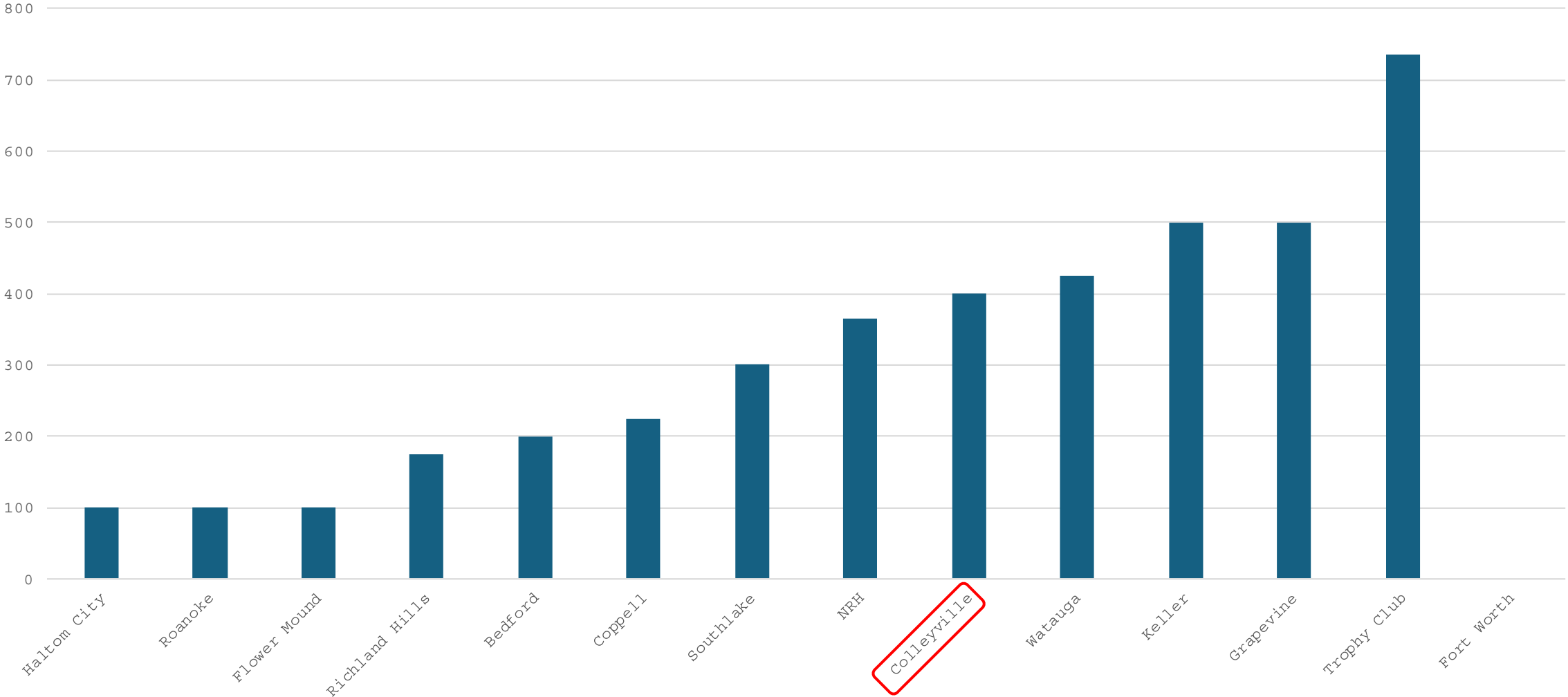
Colleyville	\$0.80/sf	\$400
Keller	\$1.00/sf	\$500
Watauga	\$0.85/sf	\$425
Southlake	\$50 + \$0.50/sf	\$300
Bedford	\$200	\$200
Grapevine	\$1.00/sf	\$500
Coppell	\$0.45/sf	\$225
Fort Worth	n/a	n/a
NRH	\$39 + \$0.65	\$364
Richland Hills	\$50 + \$0.25	\$175
Haltom City	\$100	\$100
Roanoke	\$100	\$100
Trophy Club	\$736 + \$0.4649/sf*	\$736
Flower Mound	\$100	\$100

Building Permit Fee Review



Recommend increase to \$1.00/sf

Accessory Building



Building Permit Fee Review



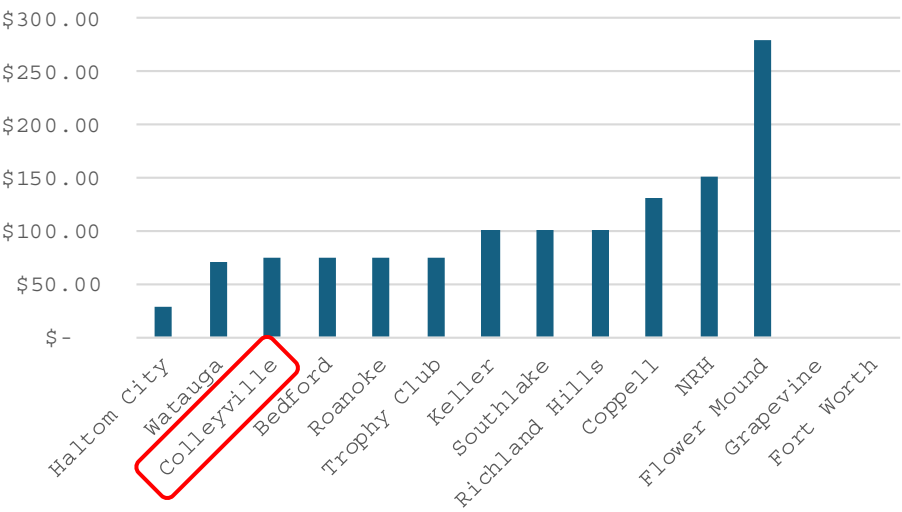
	Misc. Mechanical:	Misc. Electrical	Misc. Plumbing
Colleyville	\$75	\$75	\$75
Keller	\$100	\$100	\$100
Watauga	\$70	\$70	\$70
Southlake	\$100	\$100	\$100
Bedford	\$75	\$75	\$75
Grapevine			
Coppell	\$130	\$80	\$80
Fort Worth			
NRH	\$150	\$150	\$150
Richland Hills	\$100	\$100	\$100
Haltom City	\$27.50	\$27.50	\$27.50
Roanoke	\$75	\$75	\$75
Trophy Club	\$75	\$85	\$85
Flower Mound	\$280	\$60	\$75

Building Permit Fee Review

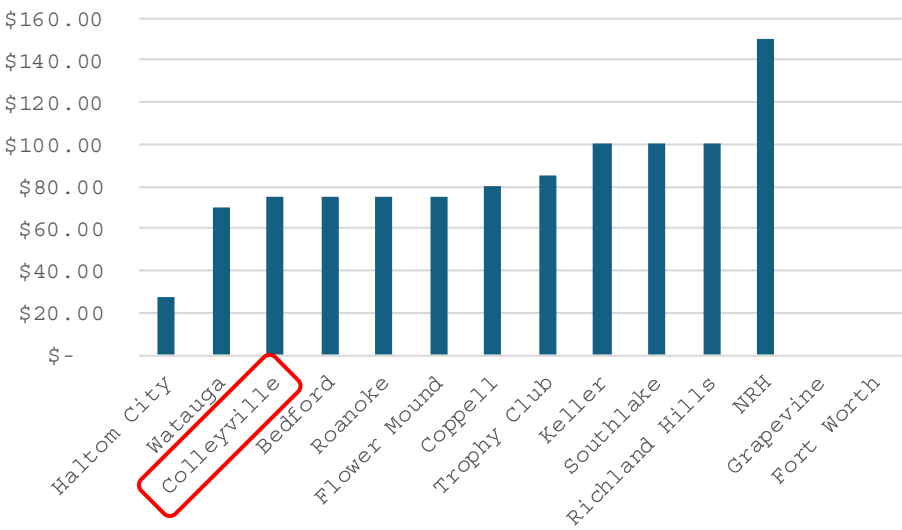


Recommend increases to \$100

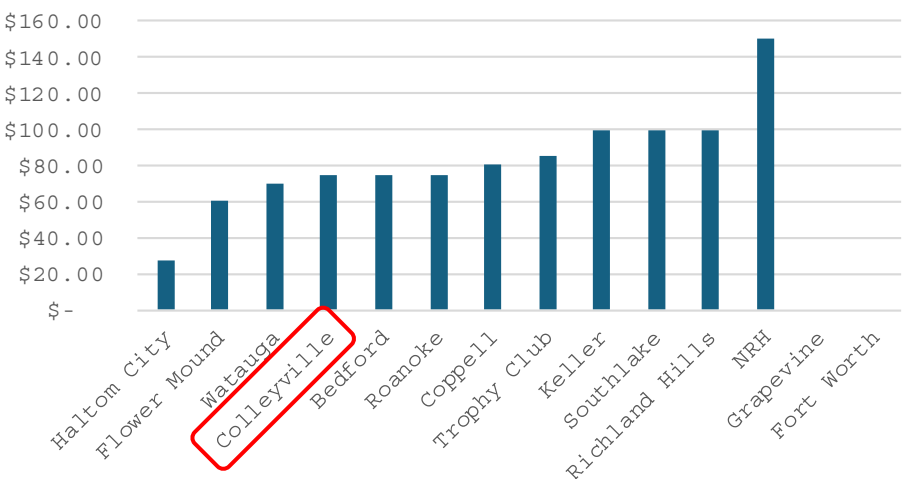
Mechanical



Plumbing



Electrical



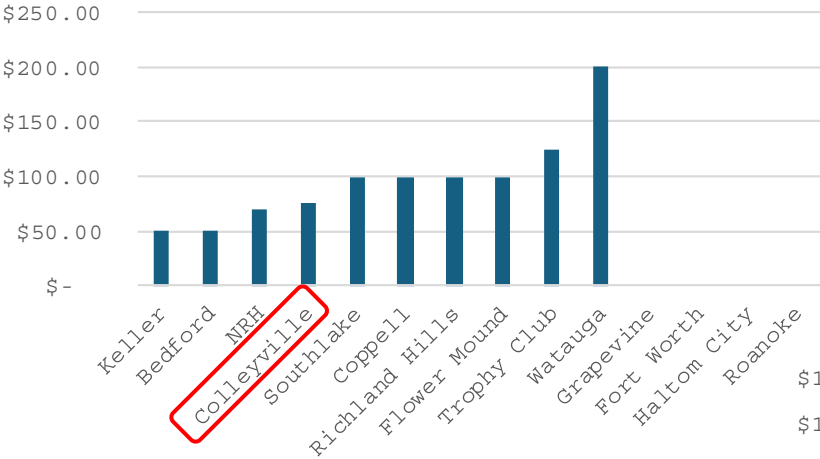
Building Permit Fee Review



	Sign:	Roof:	Fence:	Pool:	Solar:
Colleyville	\$75	\$50	\$75	\$500	\$500
Keller	\$50		\$50	\$500	
Watauga	\$200	\$100	\$value	\$value	\$375
Southlake	\$100	\$100	\$100	\$500	\$200
Bedford	\$50	\$75	\$75	\$300	\$75
Coppell	\$100	\$100	\$50	\$300	\$240
NRH	\$69	\$39	\$24	\$242	
Richland Hills	\$100	\$50	\$25	\$value	\$200
Haltom City	\$value	\$175	\$50	\$500	\$300
Roanoke	\$value	\$50	\$50	\$300	\$50
Trophy Club	\$125	\$85	\$85	\$value	\$
Flower Mound	\$100	\$175	\$60	\$350	\$485
Grapevine				\$150	
Fort Worth					

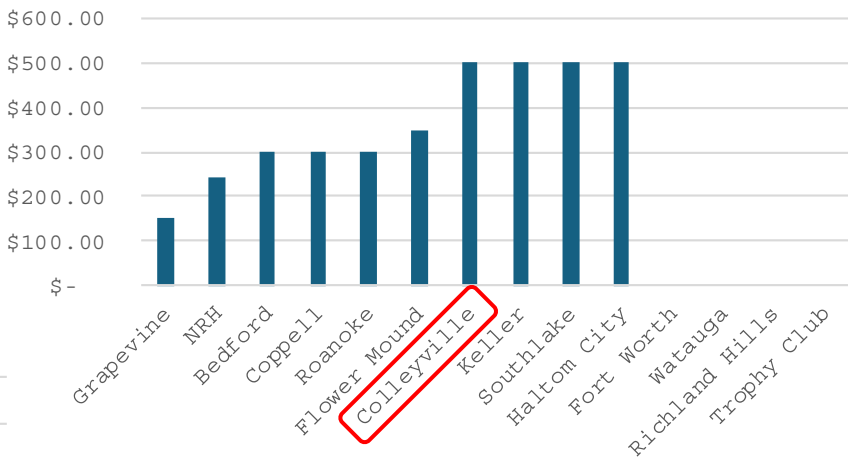
Sign

Recommend increase to \$100



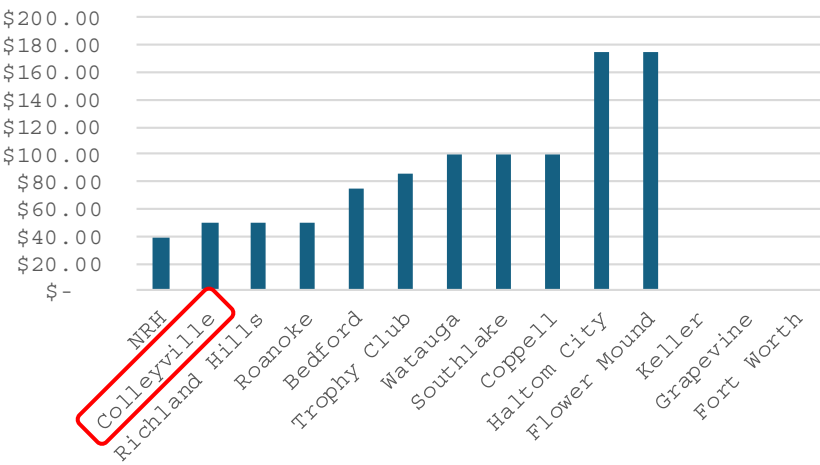
No change recommended

Pool



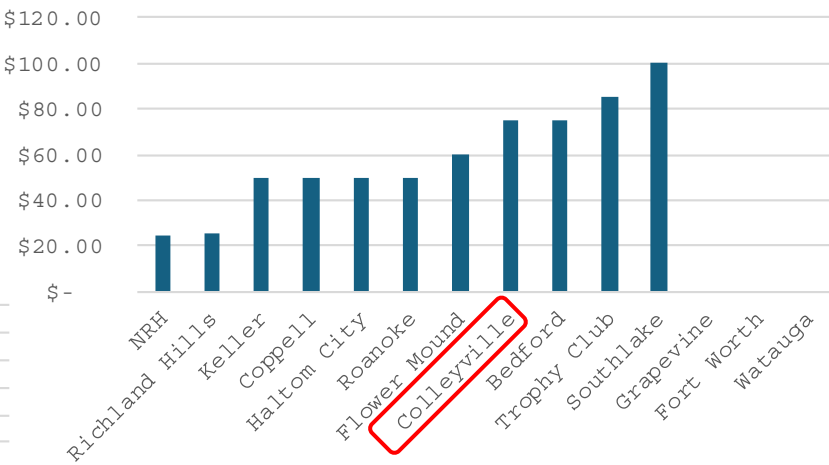
Recommend increase to \$100

Roof



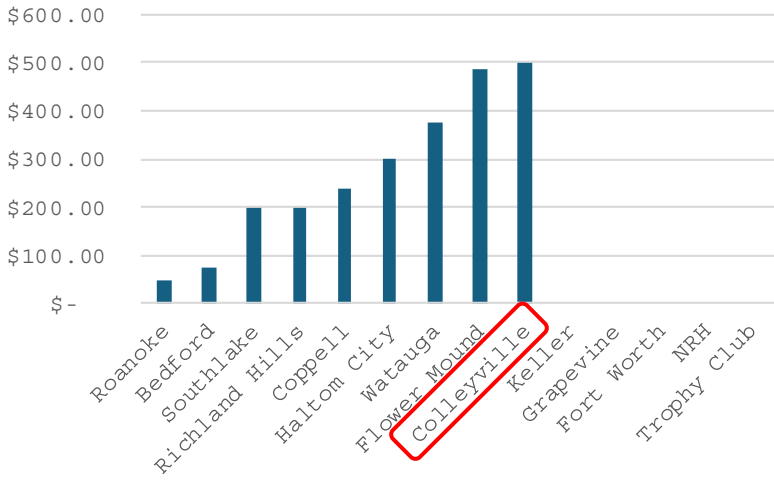
Recommend increase to \$100

Fence



No change recommended

Solar



Building Permit Fee Review



Current Colleyville Building Fees:

Recommendation:

New Residential Construction:	\$1.00/sf	no change
Residential Additions:	\$1.00/sf	no change
Residential Alterations/Remodel:	\$0.80/sf	\$1.00/sf
Accessory Buildings:	\$0.80/sf	\$1.00/sf
Misc. Mechanical:	\$75	\$100
Misc. Electrical:	\$75	\$100
Misc. Plumbing:	\$75	\$100
Sign:	\$75	\$100
Pool & Hot Tub:	\$500	no change
Hot Tub only:	\$200	no change
Roof:	\$50	\$100
Fence:	\$75	\$100
Solar:	\$500	no change

Discussion

EXHIBIT "A"
Development Fees (i) and (j) Changes per Ordinance O-25-2316
(Changes are noted in red and shall be effective as of April 1, 2025)

Sec. 2-26. Fees and charges for city services.

...

(i) Development fees:

Permanent sign permits 75.00 – **NEW - \$100.00**

Temporary sign permits 50.00

exception: grand opening 0.00

Sign recovery fee 25.00

Network Provider Fees:

Small cell application fee (this penalty shall not exceed and is capped by statutory limits)	\$500.00 (1—5 network nodes); \$100.00 (each additional network node); \$1,000.00 per pole.
Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	\$270.00 annually for each network node
Transport facility monthly user fee (this fee shall not exceed and is capped by statutory limits)	\$28,000,000.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the city exceeds its monthly aggregate per month compensation to the city.

(j) Development fees—Plan review, inspection, and permit fees:

Permit fees. The schedule of permit fees shall be in accordance with the fee schedule below:

Calculating construction values. The construction values used for calculating permit fees shall not be less than the most recent building valuation data published by the International Code Council. Said permit fees shall be adjusted on an annual basis for permit applications received on or after the 1st day of June using the most recent edition of the building valuation data. The regional modifier of 0.93 shall be applied to the building valuation data used for calculating construction values.

COMMERCIAL PERMIT FEE SCHEDULE	
Total Valuation	Fee
\$1.00 to \$500.00	\$50.00
\$501.00 to \$2,000.00	\$50.00 for the first \$500.00 + \$4.00 per each added \$100.00
\$2,001.00 to \$25,000.00	\$75.00 for the first \$2,000.00 + \$16.00 per each added \$1,000.00
\$25,001.00 to \$50,000.00	\$500.00 for the first \$25,000.00 + \$13.50 per each added \$1,000.00
\$50,001.00 to \$100,000.00	\$750.00 for the first \$50,000.00 + \$8.25 per each added \$1,000.00
\$100,001.00 to \$500,000.00	\$1,250.00 for the first \$100,000.00 + \$6.25 per each added \$1,000.00
\$500,001.00 to \$1,000,000.00	\$4,000.00 for the first \$500,000.00 + \$5.50 per each added \$1,000.00
\$1,000,001 and up	\$7,500.00 for the first \$1,000,000.00 + \$5.00 per each added \$1,000.00

Residential Building Permit Fees. (Fee for a Residential building permit includes Building Permit, Electric Permit, Plumbing Permit, and Mechanical Permit)

1. *New Residential:* (One-and-Two Family Dwellings and Additions)\$1.00/sf area under roof
2. *Alteration/Remodel and Accessory Structures:* (Area within previously permitted space and detached structures)\$0.80/sf protect area **NEW - \$1.00/sf protect area**

EXHIBIT "A"
Development Fees (i) and (j) Changes per Ordinance O-25-2316
(Changes are noted in red and shall be effective as of April 1, 2025)

Inspection charges. Permit fees shall include the cost of all required inspections.

Reinspection fees. If the code official is required to make a reinspection, the following fees shall apply:

- (1) The first reinspection fee shall be \$75.00;
- (2) The second, and any subsequent, reinspection fee shall be \$125.00.

Failure to pay such charges as provided in this code may result in the forfeiture of the right of such contractor to obtain other permits until such charges are paid.

Fees due. All building permit fees shall be due when the permit is issued.

Fee refunds. The code official shall be authorized the refunding of fees as follows:

- (1) The full amount of any fee paid hereunder that was erroneously paid or collected.
- (2) Not more than 90 percent of the permit fee when no work has been done under a permit issued in accordance with this code.
- (3) Not more than 90 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Sport court (concrete, nets, fencing, lighting) \$100.00

Lot grading and drainage compliance fee 125.00

New residence plan review 350.00

Residential addition and remodel plan review 150.00

Commercial plan review fee 65% of building permit fee

Swimming pool plan review fee 50.00 - **DELETE**

Water well drilling permit 50.00

Irrigation system permit 75.00

Fence permit 75.00 – **NEW - \$100.00**

Masonry screening fence permit 125.00

Retaining wall 125.00

Swimming pool permit 300.00 – **NEW - \$500.00**

Spas, Hot Tubs, or Fountains 200.00

Roofing Permit (one square or more) \$50.00 – **NEW - \$100.00**

Grading and earthwork permit 75.00

Curb cut permit 55.00

Driveway approach permit 75.00

Temporary construction trailer 100.00

Temporary event permit 100.00

Temporary use permit 100.00

Temporary use permit—Portable storage structure 25.00

Used/obsolete street sign purchase fee (per sign) 25.00

EXHIBIT "A"
Development Fees (i) and (j) Changes per Ordinance O-25-2316
(Changes are noted in red and shall be effective as of April 1, 2025)

Certificate of Occupancy or re-occupancy 100.00

Temporary certificate of occupancy (per month) 250.00

Contractor registration fee (per 12-month period) 100.00

Construction concealment fee (for work performed without inspections) 350.00

Special inspection fee (min. 2 hours) 100.00/hour

Additional plan review (per plan review) 50.00

Permit extension fee - \$100.00 - NEW

~~Water heater replacement 75.00 - Delete~~

~~HVAC equipment replacement 75.00 - Delete~~

Building E-Permit 75.00 – ~~REPLACED WITH Electric Permit \$100.00~~

Mechanical Permit 75.00 – ~~NEW - \$100.00~~

Plumbing Permit 75.00 – ~~NEW - \$100.00~~

~~Solar Permit 100.00 - NEW~~

Performing Work w/o - MEP, Irrigation, Fence, Roof, Sign, Well 250.00

Homestead Exemption ~~50% Discount Delete~~ – ~~ADD waive \$100 contractor registration fee - (Owner acting as GC, except NSF permits) Delete~~

Application for Encroachment and Joint Use Agreement:

Document Length	Fee
1 to 10 pages	120
11 to 20 pages	160
21 to 30 pages	200
Over 30 pages	240

Weed mowing administrative fee 120.00

Weed mowing violation notification letter fee (second and all following notification letters within current calendar year) 50.00

Weed mowing fee, per acre 175.00

Demolition fee 50.00 ~~NEW \$100.00~~

Brush abatement fee:

Actual expenses incurred, not to exceed the estimated value of the affected property.

Sidewalk waiver request general waiver request to a Land Development Code or Code of Ordinances requirement 250.00

ORDINANCE O-25-2316

AN ORDINANCE AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE II (FINANCE), DIVISION 1, OF THE CODE OF ORDINANCES FOR THE CITY OF COLLEYVILLE TEXAS BY AMENDING SEC. 2-26 (FEES AND CHARGES FOR CITY SERVICES) PROVIDING UPDATED FEES FOR CITY SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville maintains a schedule of fees for various administrative services in the City's Code of Ordinances; and

WHEREAS, the City Council periodically updates the City's fee schedules to ensure the fees align with the costs to administer these City services; and

WHEREAS, the City Council finds that the passage of this ordinance is in the best interests of the health, safety, and welfare of the general public.

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

- Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT Chapter 2 (Administration), Section 2-26 (Fees and chargers for city services) of the Code of Ordinances is hereby amended, in part, by amending Sections 2-26(i) and (j) as shown on Exhibit "A" attached hereto.
- Sec. 3. THAT the effective date of this ordinance shall be April 1, 2025.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 7th day of January 2025.

The second reading and public hearing being conducted on the 22nd day of January 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

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"
Development Fees (i) and (j) Changes per Ordinance O-25-2316
(Changes are noted in red and shall be effective as of April 1, 2025)

Sec. 2-26. Fees and charges for city services.

...

(i) Development fees:

Permanent sign permits 75.00 – **NEW - \$100.00**

Temporary sign permits 50.00

exception: grand opening 0.00

Sign recovery fee 25.00

Network Provider Fees:

Small cell application fee (this penalty shall not exceed and is capped by statutory limits)	\$500.00 (1—5 network nodes); \$100.00 (each additional network node); \$1,000.00 per pole.
Small cell user fees (this penalty shall not exceed and is capped by statutory limits)	\$270.00 annually for each network node
Transport facility monthly user fee (this fee shall not exceed and is capped by statutory limits)	\$28,000,000.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the city exceeds its monthly aggregate per month compensation to the city.

(j) Development fees—Plan review, inspection, and permit fees:

Permit fees. The schedule of permit fees shall be in accordance with the fee schedule below:

Calculating construction values. The construction values used for calculating permit fees shall not be less than the most recent building valuation data published by the International Code Council. Said permit fees shall be adjusted on an annual basis for permit applications received on or after the 1st day of June using the most recent edition of the building valuation data. The regional modifier of 0.93 shall be applied to the building valuation data used for calculating construction values.

COMMERCIAL PERMIT FEE SCHEDULE	
Total Valuation	Fee
\$1.00 to \$500.00	\$50.00
\$501.00 to \$2,000.00	\$50.00 for the first \$500.00 + \$4.00 per each added \$100.00
\$2,001.00 to \$25,000.00	\$75.00 for the first \$2,000.00 + \$16.00 per each added \$1,000.00
\$25,001.00 to \$50,000.00	\$500.00 for the first \$25,000.00 + \$13.50 per each added \$1,000.00
\$50,001.00 to \$100,000.00	\$750.00 for the first \$50,000.00 + \$8.25 per each added \$1,000.00
\$100,001.00 to \$500,000.00	\$1,250.00 for the first \$100,000.00 + \$6.25 per each added \$1,000.00
\$500,001.00 to \$1,000,000.00	\$4,000.00 for the first \$500,000.00 + \$5.50 per each added \$1,000.00
\$1,000,001 and up	\$7,500.00 for the first \$1,000,000.00 + \$5.00 per each added \$1,000.00

Residential Building Permit Fees. (Fee for a Residential building permit includes Building Permit, Electric Permit, Plumbing Permit, and Mechanical Permit)

1. *New Residential:* (One-and-Two Family Dwellings and Additions)\$1.00/sf area under roof
2. *Alteration/Remodel and Accessory Structures:* (Area within previously permitted space and detached structures)\$0.80/sf protect area **NEW - \$1.00/sf protect area**

EXHIBIT "A"
Development Fees (i) and (j) Changes per Ordinance O-25-2316
(Changes are noted in red and shall be effective as of April 1, 2025)

Inspection charges. Permit fees shall include the cost of all required inspections.

Reinspection fees. If the code official is required to make a reinspection, the following fees shall apply:

- (1) The first reinspection fee shall be \$75.00;
- (2) The second, and any subsequent, reinspection fee shall be \$125.00.

Failure to pay such charges as provided in this code may result in the forfeiture of the right of such contractor to obtain other permits until such charges are paid.

Fees due. All building permit fees shall be due when the permit is issued.

Fee refunds. The code official shall be authorized the refunding of fees as follows:

- (1) The full amount of any fee paid hereunder that was erroneously paid or collected.
- (2) Not more than 90 percent of the permit fee when no work has been done under a permit issued in accordance with this code.
- (3) Not more than 90 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Sport court (concrete, nets, fencing, lighting) \$100.00

Lot grading and drainage compliance fee 125.00

New residence plan review 350.00

Residential addition and remodel plan review 150.00

Commercial plan review fee 65% of building permit fee

Swimming pool plan review fee 50.00 - **DELETE**

Water well drilling permit 50.00

Irrigation system permit 75.00

Fence permit 75.00 – **NEW - \$100.00**

Masonry screening fence permit 125.00

Retaining wall 125.00

Swimming pool permit 300.00 – **NEW - \$500.00**

Spas, Hot Tubs, or Fountains 200.00

Roofing Permit (one square or more) \$50.00 – **NEW - \$100.00**

Grading and earthwork permit 75.00

Curb cut permit 55.00

Driveway approach permit 75.00

Temporary construction trailer 100.00

Temporary event permit 100.00

Temporary use permit 100.00

Temporary use permit—Portable storage structure 25.00

Used/obsolete street sign purchase fee (per sign) 25.00

EXHIBIT "A"
Development Fees (i) and (j) Changes per Ordinance O-25-2316
(Changes are noted in red and shall be effective as of April 1, 2025)

Certificate of Occupancy or re-occupancy 100.00

Temporary certificate of occupancy (per month) 250.00

Contractor registration fee (per 12-month period) 100.00

Construction concealment fee (for work performed without inspections) 350.00

Special inspection fee (min. 2 hours) 100.00/hour

Additional plan review (per plan review) 50.00

Permit extension fee - \$100.00 - NEW

~~Water heater replacement 75.00 - Delete~~

~~HVAC equipment replacement 75.00 - Delete~~

Building E-Permit 75.00 – ~~REPLACED WITH Electric Permit \$100.00~~

Mechanical Permit 75.00 – ~~NEW - \$100.00~~

Plumbing Permit 75.00 – ~~NEW - \$100.00~~

Solar Permit 100.00 - NEW

Performing Work w/o - MEP, Irrigation, Fence, Roof, Sign, Well 250.00

Homestead Exemption ~~50% Discount Delete~~ – ~~ADD waive \$100 contractor registration fee - (Owner acting as GC, except NSF permits) Delete~~

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Sidewalk waiver request general waiver request to a Land Development Code or Code of Ordinances requirement 250.00



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7e

Agenda Date 1/22/2025

Number Ordinance O-25-2317

Type Ordinance

Department Community Development

Title

Amending Chapter 18 of the Code of Ordinances by adopting the 2024 International Codes and the 2023 National Electric Code

Explanation

Second Reading and Public Hearing

Staff presented the item to the City Council and answered questions. No one came forward to speak during the public hearing.

First Reading and Public Hearing

At the December 3, 2024 Worksession, staff provided a presentation and discussed with City Council, the City's desire to adopt the 2024 International Codes, to include the Property Maintenance Code, the 2023 International Electric Code, and a limited adoption of regional amendments. Staff also requested a program be established to adopt the codes on a three-year cycle. City Council directed staff to move forward with bringing an ordinance forward at the January 7, 2025 meeting.

The City currently operates under the 2018 International Codes and the 2020 National Electric Code, including all North Central Texas Council of Governments amendments. Adoption of the updated codes, and the Property Maintenance Code which regulates the minimum requirements for existing buildings and includes regulations for graffiti, paint, condition of windows, walls, and roof, will assist in maintaining the City's approval rating with the Insurance Services Office, Inc. (ISO). The rating is distributed by ISO for use by property/casualty insurers to assist in their insurance underwriting and premium development programs for residential and commercial properties; ensures and enhances the sustainability of the built environment for the City through review and enforcement of updated construction codes; promotes protection of the health, safety, and welfare of the public; and provides for the City to stay current with new and improved construction standards and material as well as consistency within the region, as neighboring communities adopt current codes.

The codes are vetted every three years by advisory boards consisting of code officials, home builders, third party raters, manufacturers, and construction industry representatives who review the code changes and vote to retain or amend the revisions.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Ordinance O-25-2317

ORDINANCE O-25-2317

AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES BY ADOPTING THE 2024 EDITIONS OF THE INTERNATIONAL CODE COUNCIL AND ADOPTING THE 2023 EDITION OF THE NATIONAL ELECTRIC CODE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council previously adopted the 2018 editions of certain international codes published by the International Code Council ("ICC") and the 2020 edition of the National Electric Code ("NEC"), each of which is presently codified in Chapter 18 of the City's Code of Ordinances (the "City Code"), and commonly known as the City's Building Code; and

WHEREAS, the North Central Texas Council of Governments ("NCTCOG") presently encourages jurisdictions in North Central Texas to adopt the 2024 editions of the international codes published by the ICC as well as the 2023 version of the NEC, along with local amendments thereto, to provide updated minimum standards to safeguard the health, property, and welfare of the citizens of Colleyville by regulating and controlling the use, occupancy, maintenance, repair, design, construction, and quality of materials for buildings and structures within the City.

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

Sec. 1. THAT the City Council hereby amends the City Code by amending and restating Chapter 18, Articles I through VII, in their entirety to replace the existing 2018 International Codes with the following 2024 International Codes, together with the corresponding local amendments adopted by the City thereto:

1. Building Code (IBC)
2. Residential Code (IRC)
3. Energy Conservation Code (IECC)
4. Plumbing Code (IPC)
5. Fuel Gas Code (IFGC)
6. Mechanical Code (IMC)
7. Fire Code (IFC)
8. Swimming Pool and Spa Code (ISPSC)
9. Existing Building Code (IEBC)
10. Property Maintenance Code (IPMC)
11. 2023 National Electric Code (NEC)

- Sec. 2. THAT the City Council hereby adopts the local amendments to the codes adopted by this Ordinance, as set forth in Exhibit "A" hereto.
- Sec. 3. THAT this Ordinance shall be cumulative of all provisions of ordinances of the City of Colleyville, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.
- Sec. 4. THAT it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.
- Sec. 5. THAT any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for any violation involving zoning, fire safety, or public health and sanitation, including dumping or refuse, and shall be fined not more than Five Hundred Dollars (\$500.00) for any other violation of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.
- Sec. 6. THAT all rights and remedies of the City of Colleyville are expressly saved as to any and all violations of the provisions of any ordinances affecting the regulation and control of the use, occupancy, maintenance, repair, design, construction, and quality of materials for buildings and structures within the City which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

Sec. 7. THAT the effective date of this ordinance shall be April 1, 2025.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 7th day of January 2025.

The second reading and public hearing being conducted on the 22nd day of January 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

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
Ordinance O-25-2317

(Adopted January 22, 2025, Effective April 1, 2025)

AMENDMENTS TO THE 2024 INTERNATIONAL CODES BY CODE TYPE

*****Amendments to the 2018 International Building Code
to Continue With the 2024 Codes**

The following sections, paragraphs, and sentences of the *2018 International Building Code* are hereby amended as follows: Standard type is text from the IBC. Underlined type is text inserted. Lined through type is deleted text from IBC. A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2015 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2018 code, which will continue with the 2024 Codes.

****Section 101.4.8; add the following:**

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(Reason: This was dropped when ICC quit publishing the ICC Electrical Code, but the Electrical Code still should be referenced regardless of how it is adopted.)

**** Section 103 and 103.1; amend to insert the Department Name**

DEPARTMENT OF BUILDING SAFETY CITY OF COLLEYVILLE BUILDING INSPECTIONS
DEPARTMENT

103.1 Creation of enforcement agency. The Department of Building Safety City of Colleyville Building Inspections Department is hereby created and the official in charge thereof shall be known as the *building official*.

(Reason: Reminder to be sure ordinance reads the same as designated by the city.)

****Section 105.2 Work exempt from permit; under sub-title entitled "Building" delete items 1, 2, 10 and 11 and re-number as follows:**

Building:

11-***11. Residential foundation repairs performed for the purpose of stabilizing an existing foundation without the removal of any existing concrete, except for the installation of new piers, pilings, or other associated support.

(Reason: Items deleted are for one- and two-family dwellings regulated by the International Residential Code. Accessory structures, fences and shade cloth structures would require a permit for commercial properties to ensure compliance with local ordinance, egress, accessibility, flame spread of fabric, wind/snow design load, etc.)

****Section 109; add Section 109.7 to read as follows:**

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. The building is locked or work otherwise not available for inspection when called;

4. The job site is red-tagged twice for the same item;

5. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

(Reason: This fee is not a fine or penalty but is designed to compensate for time and trips when inspections are called for when not ready.)

****Section 109; add Section 109.8, 109.8.1, 109.8.2 and 109.9 to read as follows:**

109.8 Work without a permit.

109.8.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

109.8.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

109.9 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

(Reason: This fee is not a fine or penalty but is designed to compensate for time and to remove incentive to attempt to evade permits and code compliance. Text taken from former Uniform Administrative Code.)

*****Table 506.2; delete sentence from table**

~~1. The maximum allowable area for a single-story non-sprinklered Group U greenhouse is permitted to be 9000 square feet or the allowable area shall be permitted to comply with Table C102.1 of Appendix C.~~

(Reason: To eliminate the need for Appendix C adoption and remain consistent with 6000 sq. ft. sprinklering provision.)

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 55 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 35 feet (16 764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

1.—Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

2.—Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.
(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

****Table 2902.1; add footnote g to read as follows:**

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

(Reason: Adjustment meets the needs of specific occupancy types.)

Amendments to the 2018 International Residential Code

****Section R102.4; change to read as follows:**

R102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

(Reason: Legal wording to recognize locally adopted codes and amendments adopted with referenced codes.)

**** Section R103 and R103.1 amend to insert the Department Name**

DEPARTMENT OF BUILDING SAFETY CITY OF COLLEYVILLE BUILDING INSPECTIONS **DEPARTMENT**

R103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ City of Colleyville Building Inspections Department is hereby created and the official in charge thereof shall be known as the *building official*.

(Reason: Reminder to be sure ordinance reads the same as designated by the city.)

****Section R104.10.1 Flood Hazard areas; delete this section.**

(Reason: Flood hazard ordinances may be administered by other departments within the city.)

*****Section R105.2 Work exempt from permit; amend and delete as follows:**

Building:

1. One-story...{item unchanged} does not exceed 120 square feet.
2. [deleted]
- 5 [deleted]
- 9 [add to last sentence]...and do not extend into required yards farther than allowed by the LDC.
11. Residential foundation repairs performed for the purpose of stabilizing and existing foundation without the removal of any existing concrete, except for the installation of new piers, pilings, or other associated support.

****Section R105.3.1.1& R106.1.4; delete these sections.**

(Reason: Floodplain provisions are addressed locally.)

****Section R110 (R110.1 through R110.5); delete the section.**

(Reason: Issuing CO's for residences is not a common practice in the area.)

****Section R108.6 and R108.7; amend section R108.6 and add R108.7 as follows:**

R108.6 Work commencing before permit issuance. Any person who commences work requiring a permit on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the applicable governing authority below that and shall be in addition to the required permit fees.

R108.6.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

R108.6.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

R108.7 Unauthorized concealment fee.

R108.7.1 Any work concealed without first obtaining the required inspection in violation of section 109 shall be assessed a fee as established by the city fee schedule.

(Reason: These fees are not a fine or penalty but are designed to compensate for additional time necessary to obtain and verify code compliance.)

****Section R108.8; add section as follows:**

R108.8 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. Work called for inspection is incomplete;
2. Building address and/or permit card is not clearly posted;
3. City approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. Items noted for correction on initial inspection and not corrected upon re-inspection.
6. The original red tag has been removed from the job site and/or,
7. Violations exist on the property including failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

(Reason: This fee is not a fine or penalty but is designed to compensate for time and trips when inspections are called for when not ready.)

****Section R202; change definition of "Townhouse" to read as follows:**

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

(Reason: To distinguish Townhouses on separate lots.)

*****Table R301.2 (1); fill in as follows:**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Wind Special Region ^L	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 ⁰ F	No	Local Code	150	64.9 ⁰ F

Delete remainder of table Manual J Design Criteria and footnote N

(Reason: To promote regional uniformity. Manual J is utilized by third party and not part of performed plan reviews. This is reference table only, not needed.)

****Section R302.5.1; change to read as follows:**

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors. ~~Equipped with a self-closing or automatic closing device.~~

(Reason: Absence of data linking self-closing devices to increased safety. Self-closing devices often fail to close the door entirely.)

*****Section G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:**

G2415.12 (404.12) Minimum burial depth. Underground *pipng* systems shall be installed a minimum depth of ~~42 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

(Reason: To provide clarity.)

*****Section P3003.9; change to read as follows:**

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

~~Exception: A primer is not required where both of the following conditions apply:~~

- ~~1. The solvent cement used is third-party certified as conforming to ASTM D 2564~~
- ~~2. The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.~~

(Reason: to keep the "process of joining PVC pipe".)

****Section P3111Combination waste and vent systems; delete this section in its entirety.**

(Reason: A combination waste and vent system is not approved for use in residential construction.)

****Section P3112.2 Vent Collection; delete and replace with the following:**

P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drain board height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage

fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

(Reason: To clarify the installation of island venting and to provide a regional guideline on a standard installation method for this region.)

*****Section P3114.3; amend to read as follows:**

P3114.3. Where permitted. Individual vents, branch vents, circuit vents and stack vents serving kitchen island vents or bar sinks shall be permitted to terminate with a connection to an air admittance valve. All other proposed air admittance valve installations shall require prior approval by the Building Official. Individual and branch type air admittance valves shall vent only fixtures that are on the same floor level and connect to a horizontal branch drain.

(Reason: To identify the locations and installation compliance for air admittance valves other than kitchen islands and bar sinks.)

****Chapters 34 through 43; delete. Replace with the electrical code as adopted.**

(Reason: State law permits only the NEC.)

Note: Chapters 34 through 43 are based on the 2017 National Electrical Code and are included here for reference only. The Electrical Code as adopted by separate ordinance takes precedence over these sections.

END

Amendments to the 2018 International Energy Conservation Code

The following sections, paragraphs, and sentences of the *2018 International Energy Conservation Code* (IECC) are hereby amended as follows: Standard type is text from the IECC. Underlined type is text inserted. ~~Line through type is deleted text from IECC.~~ A double (**) asterisk at the beginning of a section identifies an amendment carried over from the 2015 edition of the code and a triple (***) asterisk identifies a new or revised amendment with the 2018 code. Section numbers in parenthesis represent the corresponding numbers of the energy provisions of the 2018 *International Residential Code* for parallel amendments.

2018 IECC (Energy Provisions of the 2018 IRC)

****Section 101.1; amend to insert the Department Name**

101.1 Title. These regulations shall be known as the *Energy Conservation Code* of the City of Colleyville Building Inspections Department hereinafter referred to as “this code, or “department”, and the official in charge thereof shall be known as the *Building Official*.

(Reason: References the name of the jurisdiction in the general regulations.)

END

Amendments to the 2020 National Electrical Code

The following articles, paragraphs, and sentences of the *2020 National Electrical Code (NEC)* are hereby amended as follows: Standard type is text from the NEC. Highlighted with gray shading is text inserted. Lined through type is deleted text from NEC. A double asterisk (**) at the beginning of an article identifies an amendment carried over from the 2014 and 2017 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2014 and 2017 code.

****Article 100; add the following to definitions:**

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

(REASON FOR CHANGE: To better define the qualifications for engineering supervision. This term is used twenty four times in the 2017 National Electrical Code.)

*****Article 100; remove the amendment to the following definition:**

Intersystem Bonding Termination. A device that provides a means for connecting intersystem bonding conductors for communication systems ~~and other systems such as metallic gas piping systems~~ to the grounding electrode system. ~~Bonding conductors for other systems shall not be larger than 6 AWG.~~

(REASON FOR CHANGE: Remove the above amendment. Updates to the 2017 National Electrical Code Article 250.94(A) only accommodate connecting communication systems to an intersystem bonding termination device, but Article 250.94(B) provides an alternative or other means. To allow for a termination point for other bonding conductors in addition to communication systems that are required by the various model codes, 6 AWG was chosen to coincide with the minimum size of bonding conductor required to the intersystem bonding jumper.)

****Article 110.2; change the following to read as follows:**

110.2 Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third party inspection agency approved by the AHJ.

~~Manufacturer's self-certification of any equipment shall not be used as a basis for approval by the AHJ.~~

Informational Note **No. 1:** See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

Informational Note **No. 2:** Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 3: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third party inspection agency.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval of unlisted equipment.)

*****Article 210.52(G) (1) Garages: remove the amendment that deleted the following:**

(1) Garages. In each attached garage and in each detached garage with electric power. ~~The branch circuit supplying this receptacle(s) shall not supply outlets outside of the garage.~~ At least one receptacle outlet shall be installed for each car space.

~~*(REASON FOR CHANGE: Installations in compliance with this Code are not necessarily efficient, convenient, or adequate for good service or future expansion of electrical use.)*~~

(REASON FOR CHANGE: Updates to this section in the 2017 National Electrical Code provided relief by removing “shall not supply outlets outside of the garage.”)

*****Article 230.71(A); remove the amendment that added the following exception:**

~~Exception: Multi-occupant buildings. Individual service disconnecting means is limited to six for each occupant. The number of individual disconnects at one location may exceed six.~~

~~*(REASON FOR CHANGE: This is currently the accepted installation practice of the region. No noteworthy complaints have surfaced. It is more reasonable than the current NEC requirements. It allows more than six disconnects grouped at one location. This also allows designers more flexibility in the placement of electrical meters and main service disconnects.)*~~

(REASON FOR CHANGE: This is below the minimum standard of the 2017 National Electrical Code adopted by the State of Texas.)

*****Article 300.11; remove the amendment that added the following exception:**

~~Exception: Ceiling grid support wires may be used for structural supports when the associated wiring is located in that area, not more than two raceways or cables supported per wire, with a maximum nominal metric designation 16 (trade size 1/2”).~~

~~*(REASON FOR CHANGE: To provide limited support of raceways and cables by ceiling grid support wire.)*~~

(REASON FOR CHANGE: This is below the minimum standard of the 2017 National Electrical Code adopted by the State of Texas.)

*****Article 310.15(B) (7); remove the amendment that changed the following to read as follows:**

~~**(7)** This Article shall not be used in conjunction with 220.82.~~

~~*(REASON FOR CHANGE: 310.15(B) (7) has been revised and the table has been deleted.)*~~

(REASON FOR CHANGE: Upon review of the 2014 and 2017 code-making panel 6 and in conjunction with the wire manufacturing industry, based on the diversification of loads in modern construction, this amendment becomes irrelevant.)

****Article 500.8 (A) (3); change to read as follows:**

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or ~~an owner's engineering judgment.~~ an engineering judgment signed and sealed by a qualified ~~Registered~~ licensed Professional Engineer in the State of Texas.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

(REASON FOR CHANGE: Carry over from previous amendment with change to better define the qualifications for an engineering judgment.)

****Article 505.7 (A) changed to read as follows:**

505.7 Special Precaution.

Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures.

However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

- (A) Implementation of Zone Classification System.** Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified persons Registered licensed Professional Engineer in the State of Texas.

(REASON FOR CHANGE: Carry over from previous amendment with change to better define the qualifications for an engineering judgment.)

*****Article 517.30 Essential Electrical Systems for Hospitals; remove the amendment that created a new (H) and added the following language:**

(G) Coordination. Overcurrent protective devices serving the equipment branch of the essential electrical system shall be coordinated for the period of time that a fault's duration extends beyond 0.1 second.

Exception No. 1: Between transformer primary and secondary overcurrent protective devices, where only one overcurrent protective device or set of overcurrent protective devices exists on the transformer secondary.

Exception No. 2: Between overcurrent protective devices of the same size (ampere rating) in series.

Informational Note: The terms coordination and coordinated as used in this section do not cover the full range of overcurrent conditions.

~~**(H) Selective Coordination.** Overcurrent protective devices serving the life safety, and critical branches of the essential electrical system shall be selectively coordinated with all supply side overcurrent protective devices.~~

~~Exception No. 1: Between transformer primary and secondary overcurrent protective devices, where only one overcurrent protective device or set of overcurrent protective devices exists on the transformer secondary.~~

~~Exception No. 2: Between overcurrent protective devices of the same size (ampere rating) in series.~~

~~Informational Note: The terms coordination and coordinated as used in this section do not cover the full range of overcurrent conditions.~~

~~*(REASON FOR CHANGE: Changes made by deleting the definition of emergency systems in Article 517 Health Care Facilities and removing emergency systems as "Essential Electrical Systems for Hospitals in 517.30(B) (2), plus the new addition of section 517.30(G) for "Coordination" instead of using selective coordination, has diminished the reliability of the "Life Safety and Critical Branches of the Essential Electrical System" to deliver power to vital loads. By providing only "coordination," the instantaneous portion of the time-current curve has been eliminated from the overcurrent device settings.)*~~

~~*(REASON FOR CHANGE: Due to no action by the 2017 code-making panel 15 and NFPA 99, this amendment is not applicable.)*~~

*****Article 600.6(A) (1) At Point of Entry to a Sign; Exception 1 changed to read as follows:**

Exception No.1: A disconnect shall not be required for branch circuits(s) or feeder conductor(s) passing through the sign where enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for the location. The conductor(s) shall not serve the sign body or sign enclosure where passing through.

*****Article 600.6(A) (1) At Point of Entry to a Sign; create a new Exception No. 2 to add the following language:**

Exception No. 2. A disconnect shall not be required at the point of entry to a sign body, sign enclosure, or pole for branch circuit conductor(s). The conductors shall be enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for the location. The conductor(s) shall be routed to a device box which contains the disconnect. A field-applied permanent warning label that is visible during servicing shall be applied to the raceway at or near the point of entry into the sign enclosure or sign body. The warning label shall comply with 110.21(B) and state the following: "Danger. This raceway contains energized conductors." The marking shall include the location of the disconnecting means for the energized conductor(s). The disconnecting means shall be capable of being locked in the open position in accordance with 110.25.

*****Article 600.6(A) (1) At Point of Entry to a Sign; move the original Exception 2 to create a new Exception No. 3 and add the following language:**

Exception No. 3: A disconnect shall not be required at the point of entry to a sign enclosure or sign body for branch circuit(s) or feeder conductor(s) that supply an internal panelboard(s) in a sign enclosure or sign body. The conductors shall be enclosed in a Chapter 3 listed raceway or metal-jacketed cable identified for the location. A field-applied permanent warning label that is visible during servicing shall be applied to the raceway at or near the point of entry into the sign enclosure or sign body. The warning label shall comply with 110.21(B) and state the following: "Danger. This raceway contains energized conductors." The marking shall include the location of the disconnecting means for the energized conductor(s). The disconnecting means shall be capable of being locked in the open position in accordance with 110.25.

(2017 Code) Informational Note: The location of the disconnect is intended to allow service or maintenance personnel complete and local control of the disconnecting means.

(REASON FOR CHANGE: This is a modification of the nationwide sign manufacturing practice that was standard before the 2014 Code revision. It is more reasonable but not less than the current Code requirements. It provides local control of the disconnect by service personnel as the informational note suggests, while requiring a sign disconnect to be at or within sight of the sign. This also allows sign designers more flexibility in the placement of the disconnecting means in relation to the location of the sign.)

*****Article 680.25(A) remove the amendment that added the following language and exception:**

680.25 Feeders.

These provisions shall apply to any feeder on the supply side of panelboards supplying branch circuits for pool equipment covered in Part II of this article and on the load side of the service equipment or the source of a separately derived system.

(A) Wiring Methods.

(1) Feeders. Feeders shall be installed in rigid metal conduit, intermediate metal conduit. The following wiring methods shall be permitted if not subject to physical damage:

(1) Liquid tight flexible nonmetallic conduit

- (2) Rigid polyvinyl chloride conduit
- (3) Reinforced thermosetting resin conduit
- (4) Electrical metallic tubing where installed on or in a building
- (5) Electrical nonmetallic tubing where installed within a building
- (6) Type MC Cable where installed within a building and if not subject to corrosive environment
- ~~(7) Nonmetallic sheathed cable~~
- ~~(8) Type SE cable~~

~~Exception: A feeder within a one-family dwelling or two-family dwelling unit between remote panelboard and service equipment shall be permitted to run in flexible metal conduit or an approved cable assembly that includes an insulated equipment grounding conductor within its outer sheath. The equipment grounding conductor shall comply with 250.24(A) (5).~~

~~(REASON FOR CHANGE: Carry over from previous amendments. Text changed to reflect 2014 National Electrical Code. Exception deleted per Errata No.70-14-2)~~

(REASON FOR CHANGE: Updates to this section in the 2017 National Electrical Code provided relief by recognizing these wiring methods.)

END

Amendments to the 2018 International Fuel Gas Code

The following sections, paragraphs, and sentences of the *2018 International Fuel Gas Code* are hereby amended as follows: Standard type is text from the IFGC. Underlined type is text inserted. ~~Lined through type is deleted text from IFGC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2015 edition of the code and a triple asterisk identifies a new or revised amendment with the 2018 code.

*****Section 101.1; amend to insert the Department Name***

101.1 Title. These regulations shall be known as the *Fuel Gas Code* of the City of Colleyville Building Inspections Department hereinafter referred to as “this code, or “department”, and the official in charge thereof shall be known as the *Building Official*.

(Reason: References the name of the jurisdiction in the general regulations.)

Amendments to the 2018 International Swimming Pool and Spa Code

The following sections, paragraphs, and sentences of the *2018 International Swimming Pool and Spa Code* are hereby amended as follows: Standard type is text from the ISPSC. Underlined type is text inserted. ~~Lined through type is deleted text from ISPSC.~~ A triple asterisk (***) identifies a new or revised amendment with the 2018 ISPSC code.

*****Section 103.1; Change to read as follows:***

Section 103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ City of Colleyville Department of Building Inspections is hereby created and the official in charge thereof shall be known as the *code official*. Tarrant County Health Department is hereby created and the official in charge thereof shall be known as the *code official* for operation and maintenance of any *public swimming pool* in accordance this code, local and state law.

(Reason: Reminder to be sure ordinance reads the same as designed by the City & the operation of public pools is enforced through the City's appropriate department procedure.)

Amendments to the 2018 International Fire Code

The following sections, paragraphs, and sentences of the *2018 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2015 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2018 code.

****Section 102.1; change #3 to read as follows:**

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

(Reason: To clarify that there are other provisions in the fire code applicable to existing buildings that are not located in Chapter 11, including but not limited to Section 505 Premises Identification.)

****Section 105.3.3; change to read as follows:**

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

(Reason: For clarity to allow for better understanding in areas not requiring such permits, such as unincorporated areas of counties. This amendment may be struck by a city.)

****Section 105.7; add Section 105.7.26 to read as follows:**

105.7.26 Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

(Reason: Adds construction permit requirements for electronic access control systems affecting access and/or egress to ensure proper design and installation of such systems. These changes reflect local practices of municipalities in this region.)

****Section 202; amend and add definitions to read as follows:**

**** [B] AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

(Reason: to clarify the range of uses included in the definition)

**** [B] ATRIUM.** An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

(Reason: Accepted practice in the region based on legacy codes. IBC Section 1009 permits unenclosed two story stairways under certain circumstances.)

**** [B] DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

(Reason: Added from International Building Code (IBC) definitions for consistency in interpretation of the subject requirements pertaining to such occupancies.)

****FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

(Reason: Clearly defines options to the fire department for providing a fire watch.)

****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*...

(Reason: Increased safety from fireworks related injuries.)

****HIGH-PILED COMBUSTIBLE STORAGE.** *add a second paragraph to read as follows:*

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

(Reason: To provide protection for worst-case scenario in flexible or unknown situations.)

****HIGH-RISE BUILDING.** A building with an occupied floor located more than ~~75~~ 55 feet (~~22 860~~ 16 764 mm) above the lowest level of fire department vehicle access.

(Reason: Allows for additional construction safety features to be provided, based on firefighting response capabilities.)

****REPAIR GARAGE.** A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

(Reason: To further clarify types of service work allowed in a repair garage, as well as to correspond with definition in the IBC.)

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

(Reason: To provide a definition that does not exist in the code.)

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by

the jurisdiction.

(Reason: To provide a definition that does not exist in the code for fire watch accommodations as required by the jurisdiction.)

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

(Reason: This is referenced in several places, but the wording of “upgraded or replaced” is somewhat ambiguous and open to interpretation. Defining it here allows for consistent application across the region.)

****Section 307.1.1; change to read as follows:**

****Section 307.1.1; change to read as follows:**

307.1.1 Prohibited Open Burning. Open burning ~~shall be prohibited~~ that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

(Reason: To further protect adjacent property owners/occupants from open burning and/or smoke emissions from open burning.)

****Section 307.2; change to read as follows:**

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning—a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

(Reason: Amendments to 307.2, 307.4, 307.4.3, and 307.5 better explain current requirements and recognize that jurisdictions have local established policies that best fit their environments.)

****Section 307.3; change to read as follows:**

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

(Reason: Provides direction as to responsible parties relative to extinguishment of the subject open burning.)

****Section 307.4; change to read as follows:**

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet (~~15-240~~ 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50~~ 300 feet (~~15-240~~ 91 440 mm) of any structure.

Exceptions: {No change.}

(Reason: To increase the separation distance thereby increasing the safety to adjacent properties, as per applicable TCEQ rules and regulations regarding outdoor burning.)

****Section 307.4.3, Exceptions; add exception #2 to read as follows:**

Exceptions:

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

(Reason: To reflect similar allowances for open-flame cooking in these same locations.)

****Section 307.4.4 and 5; add section 307.4.4 **Section 307.4.4 and 307.4.5; change to read as follows:**

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

(Reason: To provide a greater level of safety for this potentially hazardous fire exposure condition. Decrease in separation distance allowed for outdoor firepits due to permanent nature of construction having substantial securement.)

****Section 307.5; change to read as follows:**

307.5 Attendance. Open burning, trench burns, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... {Remainder of section unchanged}

(Reason: Adds attendance for trench burns based on previous amendment provision for such.)

****Section 308.1.4; change to read as follows:**

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other o~~Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated-located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

(Reason: Decrease fire risk in multi-family dwellings and minimizes ignition sources and clarify allowable limits

for 1 & 2 family dwellings, and allow an expansion for sprinklered multi-family uses. This amendment adds clarification and defines the container size allowed for residences.)

****Section 308.1.6.2, Exception #3; change to read as follows:**

Exceptions:

3. Torches or flame-producing devices in accordance with Section ~~308.4~~ 308.1.3.

(Reason: Section identified in published code is inappropriate.)

****Section 308.1.6.3; change to read as follows:**

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

(Reason: Eliminates the potential fire hazard presented by utilization of such devices and the potential accidental release of such devices.)

****Section 311.5; change to read as follows:**

311.5 Placards. ~~Any~~ The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards, ~~shall be marked~~ as required by Section 311.5.1 through 311.5.5.

(Reason: There may be situations where placarding is not desired or necessary; also clarifies intent that it is not the fire code official's responsibility to provide the placard.)

****Section 403.5; change Section 403.5 to read as follows:**

403.5 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

(Reason: The diagrams are intended to assist with egress in such occupancies – specifically, the primary teacher is not always present to assist children with egress. Also, such will help reinforce evacuation drill requirements.)

****Section 404.2.2; add Number 4.10 to read as follows:**

- 4.10 Fire extinguishing system controls.

(Reason: The committee believed this information could be of great help to such plans to facilitate locating sprinkler valves to minimize water damage, for instance.)

****Section 405.4; change Section 405.4 to read as follows:**

405.4 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

(Reason: This change clarifies who may require a fire or evacuation drill).

****Section 501.4; change to read as follows:**

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of

~~which construction has progressed beyond completion of the foundation of any structure, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

(Reason: Reflects current practice in the region relative to ensuring fire department and EMS access during construction, which can be a time of increased frequency for emergency incidents.)

****Section 503.1.1; add sentence to read as follows:**

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure.

(Reason: Recognizes that the hose lay provision can only be measured along a pathway that is wide enough for fire fighter access.)

****Section 503.2.1; change to read as follows:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315 mm)~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm) 14 feet (4267 mm)~~.

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

****Section 503.2.2; change to read as follows:**

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

****Section 503.2.3; change Section 503.2.3 to read as follows:**

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

(Reason: To address the current size of fire trucks in use – figure derived from DOT requirements for waiver of vehicle exceeding such weight.)

****Section 503.3; change to read as follows:**

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE~~ Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. ~~The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(Reason: Establishes a standard method of marking and reflects local long-standing practices.)

****Section 503.4; change to read as follows:**

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

(Reason: As originally worded, the section implied that vehicles could be parked in the marked fire lane and not be in violation if the minimum width is still maintained. Current accepted enforcement practice is to require the entire marked fire lane to be maintained clear and unobstructed.)

****Section 505.1; change to read as follows:**

****Section 505.1; change to read as follows:**

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(Reason: To increase the minimum addressing requirements for commercial properties and establish a minimum for single-family residential properties. Such improves legibility of these signs which are critical to emergency response in a more timely manner.)

****Section 507.4; change to read as follows:**

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the

design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

(Reason: Clarifies intent of the test to ensure contractor accounts for water supply fluctuations.)

****Section 507.5.4; change to read as follows:**

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

(Reason: Additional guidance based on legacy language to ensure these critical devices are available in an emergency incident.)

****Section 509.1.2; add new Section 509.1.2 to read as follows:**

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

(Reason: Provides direction as to appropriate sign criteria to develop local and regional consistency in this regard.)

*****Section 603.3.2 and 603.3.2.1; change to read as follows:**

603.3.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

603.3.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 603.3.2.1 through 603.3.2.5 or and Chapter 57.

603.3.2.1 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085 for Class III liquids, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085 as a double-wall/secondary containment tank.
3. 3,000 gallons (11 356 L) where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7 and the room is protected by an *automatic sprinkler system* in accordance with Section 903.3.1.1.

(Reason: Issues addressed by Chapter 57, such as venting to outside of buildings, remote fill to outside of building, overfill protection, physical protection, etc., are not included in Section 603.3, so compliance with Chapter 57 is also required. The Board determined that fuel storage in such tanks inside of buildings is commonly in double-wall tanks, and that this inherent leak protection was prudent in order to allow these quantities of combustible liquids to be stored inside a building for such purpose.)

****Section 807.5.2.2 and 807.5.2.3; change to read as follows:**

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(Reason: This change allows an increase in wall coverage due to the presence of sprinklers. Also provides additional guidance relative to fire resistance requirements in these areas.)

****Section 807.5.5.2 and 807.5.5.3; change to read as follows:**

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(Reason: This change allows an increase in wall coverage due to the presence of sprinklers. Also provides additional guidance relative to fire resistance requirements in these areas.)

*****Section 901.6.1; add Section 901.6.1.1 to read as follows:**

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.

5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

(Reason: Increases the reliability of the fire protection system and re-emphasizes the requirements of NFPA 25 relative to standpipe systems, as well as ensuring that FDC connections are similarly tested/maintained to ensure operation in an emergency incident.)

****Section 901.6.4; add Section 901.6.4 to read as follows:**

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

(Reason: Places the responsibility on the business or property owner to maintain their fire alarm systems in approved condition. Allows the enforcement of "prohibition of false alarms". Replaces text lost from the legacy codes that helps to ensure the maintenance of life safety systems.)

****Section 901.7; change to read as follows:**

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {Remaining text unchanged}

(Reason: Gives fire code official more discretion with regards to enforcement of facilities experiencing nuisance alarm or fire protection system activations necessitating correction/repair/replacement. The intent of the amendment is to allow local jurisdictions to enforce fire watches, etc., where needed to ensure safety of occupants where fire protection systems are experiencing multiple nuisance activations.)

****Section 903.1.1; change to read as follows:**

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and, or as~~ approved by the fire code official.

(Reason: Such alternative systems do not provide the reliability of automatic sprinkler protection. Most gaseous type systems are highly susceptible to open doors, ceiling or floor tile removal, etc. However, an applicant could pursue an Alternate Method request to help mitigate the reliability issues with these alternative systems with the fire code official if so desired, or there may be circumstances in which the fire code official is acceptable to allowing

an alternate system in lieu of sprinklers, such as kitchen hoods or paint booths.)

****Section 903.2.8; add sentence to read as follows:**

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area except as amended for Group R-3 occupancies.

(Reason: Amendment carried forward from previous codes)

~~Section 903.2.8.1; add sentence to read as follows: Repealed by Council 2023~~**

~~903.2.8.1 Group R-3. R903.2.10.7~~ An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area except as amended for Group R-3 occupancies.
~~R903.2.10.7~~ An automatic sprinkler system shall be installed in all Group R-3 buildings with a building area over 7,500 square feet or living area over 6,000 square feet. For the purpose of this provision, living area shall include all areas included in “air conditioned”, future or “bonus rooms” or other areas determined to be actual or intended living areas.

(Reason: Amendment carried forward from previous codes)

****Section 903.2; add paragraph to read as follows and delete the exception:**

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3005.5 for the purpose of elevator passenger and firefighter safety. This amendment is contingent on the Building Code amendment eliminating the Exceptions to Section 3005.4, such that passive fire barriers for these areas are maintained. The exception deletion is due to the fact that such telecom areas pose an undue fire risk to the structural integrity of the building.)

****Section 903.2.9; add Section 903.2.9.3 to read as follows:**

903.2.9.3 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

(Reason: Fire departments are unable to inspect these commercial occupancies and are unaware of the contents being stored. Previous allowance to separate units by fire barriers is difficult to enforce maintenance after opening.)

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings ~~55~~ 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more, other than penthouses~~ in compliance with Section 1510 of the *International Building Code*, located ~~55~~ 35 feet (146-764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

1.—Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.

2. ~~Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

****Section 903.3.1.1.1; change to read as follows:**

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ... {text unchanged}... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
5. ~~Fire service access.~~ Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

(Reason: Gives more direction to code official. Exception 4 deleted to provide protection where fire risks are poorly addressed. Amendment 903.2 addresses Exception 5 above relative to the elimination of sprinkler protection in these areas to avoid the shunt trip requirement.)

*****Section 903.3.1.2.3; delete section and replace as follows:**

[F] Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

(Reason: Attic protection is required due to issues with fire exposure via soffit vents, as well as firefighter safety. Several jurisdictions indicated experience with un-protected attic fires resulting in displacement of all building occupants. NFPA 13 provides for applicable attic sprinkler protection requirements, as well as exemptions to such, based on noncombustible construction, etc. Attached garages already require sprinklers via NFPA 13R – this amendment just re-emphasizes the requirement.)

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(Reason: To allow the use of the Plumbing section of the International Residential Code (IRC) and recognize current state stipulations in this regard.)

****Section 903.3.1.4; add to read as follows:**

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(Reason: In the last few years, severe winters brought to light several issues with current practices for sprinklering attics, not the least of which was wet-pipe sprinklers in ventilated attics provided with space heaters, etc. for freeze

protection of such piping. This practice is not acceptable for the protection of water-filled piping in a ventilated attic space as it does not provide a reliable means of maintaining the minimum 40 degrees required by NFPA, wastes energy, and presents a potential ignition source to the attic space. Listed antifreeze is specifically included because NFPA currently allows such even though there is no currently listed antifreeze at the time of development of these amendments. The intent of this amendment is to help reduce the large number of freeze breaks that have occurred in the past with water-filled wet-pipe sprinkler systems in the future, most specifically in attic spaces.)

****Section 903.3.5; add a second paragraph to read as follows:**

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

(Reason: To define uniform safety factor for the region.)

****Section 903.4; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(Reason: To avoid significant water losses. Consistent with amendment to IFC 905.9.)

****Section 903.4.2; add second paragraph to read as follows:**

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

(Reason: Fire department connections are not always located at the riser; this allows the fire department faster access.)

****Section 905.2; change to read as follows:**

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

(Reason: To define manual dry standpipe supervision requirements. Helps ensure the integrity of the standpipe system via supervision, such that open hose valves will result in a supervisory low air alarm.)

*****Section 905.3; add Section 905.3.9 and exception to read as follows:**

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.

2. R-2 occupancies of four stories or less in height having no interior corridors.

(Reason: Allows for the rapid deployment of hose lines to the body of the fire. Manual dry option added this edition.)

****Section 905.4, change Item 1, 3, and 5, and add Item 7 to read as follows:**

1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}
4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

(Reason: Item 1, 3, and 5 amendments to remove 'interior' will help to clarify that such connections are required for all 'exit' stairways, to ensure firefighter capabilities are not diminished in these tall buildings, simply because the stair is on the exterior of the building. Item 5 reduces the amount of pressure required to facilitate testing, and provides backup protection for fire fighter safety. Item 7 allows for the rapid deployment of hose lines to the body of the fire.)

****Section 905.9; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(Reason: To avoid significant water losses. Consistent with amendment to IFC 903.4.)

****Section 907.1; add Section 907.1.4 and 907.1.4.1 to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

(Reason: Provides for the ability of descriptive identification of alarms, and reduces need for panel replacement in the future. Updated wording to match the language of the new requirement at 907.5.2.3. Change of terminology allows for reference back to definitions of NFPA 72.)

****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly~~

occupancy is of 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

(Reason: Increases the requirement to be consistent with Group B requirement. Also addresses issue found in Group A occupancies of reduced lighting levels and other A/V equipment that distracts from fire alarm notification devices or reduces ability of fire alarm system to notify occupants of the emergency condition.)

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

(Reason: To distinguish educational from day care occupancy minimum protection requirements. Further, to define threshold at which portable buildings are considered a separate building for the purposes of alarm systems. Exceptions provide consistency with State law concerning such occupancies.)

****Section 907.2.12, Exception 3; change to read as follows:**

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

(Reason: To indicate that enclosed areas within open air seating type occupancies are not exempted from automatic fire alarm system requirements.)

****Section 907.4.2; add Section 907.4.2.7 to read as follows:**

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

(Reason: Helps to reduce false alarms.)

****Section 907.6.1; add Section 907.6.1.1 to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

(Reason: To provide uniformity in system specifications and guidance to design engineers. Improves reliability of fire alarm devices and systems.)

****Section 907.6.3; delete all four Exceptions.**

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems. This is moved from 907.6.5.3 in the 2012 IFC and reworded to match new code language and sections.)

****Section 907.6.6; – add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems. This is moved from 907.6.5.3 in the 2012 IFC and reworded to match new code language and sections.)

****Section 909.22; add to read as follows:**

909.22 Stairway or Ramp Pressurization Alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.

909.22.1 Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.22.1.1 Ventilation Systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

909.21.1.2 Standby Power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

909.22.1.3 Acceptance and Testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

(Reason: To assist with enforcement of such as a smoke control system, as per Section 909.6.3, especially since a permit is now specifically required for such systems in the Fire Code. Also ensures that a firefighter's override panel is provided as per 909.16 for such systems. The above amendment copies the applicable requirements for such systems from Section 909.20 of the Building Code into the Fire Code. Although the published code did copy the elevator pressurization requirements into the Fire Code, it did not copy over the stair pressurization requirements.)

****Section 910.2; change Exception 2. and 3.to read as follows:**

2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

(Reason: Allows the fire department to control the smoke and heat during and after a fire event, while still prohibiting such systems from being automatically activated, which is a potential detriment to the particular sprinkler systems indicated.)

****Section 910.2; add subsections 910.2.3 with exceptions to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(Reason: Maintains a fire protection device utilized in such occupancies where it is sometimes necessary to allow chemicals to burn out, rather than extinguish.)

****Section 910.3; add section 910.3.4 to read as follows:**

910.3.4 Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

910.3.4.2 Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

(Reason: Amendment continues to keep applicable wording from prior to the 2012 edition of the IFC. Specifically, automatic activation criteria is no longer specifically required in the published code. Specifying a temperature range at which smoke and heat vents should activate in sprinklered buildings helps to ensure that the sprinkler system has an opportunity to activate and control the fire prior to vent operation.)

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(Reason: Makeup air has been required to be automatic for several years now in this region when mechanical smoke exhaust systems are proposed. This allows such systems to be activated from the smoke control panel by first responders without having to physically go around the exterior of the building opening doors manually. Such requires a significant number of first responders on scene to conduct this operation and significantly delays activation and/or capability of the smoke exhaust system.)

****Section 912.2; add Section 912.2.3 to read as follows:**

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

(Reason: To accommodate limited hose lengths, improve response times where the FDC is needed to achieve fire control, and improve ease of locating a fire hydrant in those situations also. Also, consistent with NFPA 14 criteria.)

****Section 913.2.1; add second paragraph and exception to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors

that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

(Reason: This requirement allows fire fighters safer access to the fire pump room. The requirement allows access without being required to enter the building and locate the fire pump room interior access door during a fire event. The exception recognizes that this will not always be a feasible design scenario for some buildings, and as such, provides an acceptable alternative to protect the pathway to the fire pump room.)

****Section 914.3.1.2; change to read as follows:**

914.3.1.2 Water Supply to required Fire Pumps. In buildings that are more than ~~420~~ 120 feet (37 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

(Reason: The 2009 edition of the IFC added this requirement based on a need for redundancy of the water supply similar to the redundancy of the power supply to the fire pumps required for such tall buildings, partially due to the fact that these buildings are rarely fully evacuated in a fire event. More commonly, the alarm activates on the floor of the event, the floor above and the floor below. Back-up power to the fire pump becomes critical for this reason. Certainly, the power is pointless if the water supply is impaired for any reason, so a similar requirement is provided here for redundant water supplies. The 2015 edition changes the requirement to only apply to very tall buildings over 420 ft. This amendment modifies/lowers the requirement to 120 ft., based on this same height requirement for fire service access elevators. Again, the language from the 2009 and 2012 editions of the code applied to any high-rise building. This compromise at 120 ft. is based on the above technical justification of defend-in-place scenarios in fire incidents in such tall structures.)

****Section 1006.2.2.7; Add Section 1006.2.2.7 as follows:**

1006.2.2.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

(Reason: Cross reference necessary for coordination with the NEC which has exiting requirements as well.)

****Section 1009.8; add the following Exception 7:**

Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

(Reason: To accommodate buildings regulated under Texas State Law and to be consistent with amendments in Chapter 11.)

****Section 1010.1.9.5 Bolt Locks; amend exceptions 3 and 4 as follows:**

Exceptions:

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (Remainder unchanged)
4. Where a pair of doors serves a Group A, B, F, M or S occupancy (remainder unchanged)

(Reason: Application to M occupancies reflects regional practice; No. 4 expanded to Group A due to it being a similar scenario to other uses; No. 4 was regional practice.)

****Section 1020.1 Construction; add exception 6 to read as follows:**

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

(Reason: Regionally accepted alternate method.)

****Section 1029.1.1.1 Spaces under grandstands and bleachers; delete this section.**

(Reason: Unenforceable.)

****Section 1031.2; change to read as follows:**

1031.2 Reliability. Required *exit* accesses, *exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~where the building area served by the means of egress is occupied~~. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

(Reason: Maintain legacy levels of protection and long-standing regional practice, and provide firefighter safety.)

****Section 1103.3; add sentence to end of paragraph as follows:**

Provide emergency signage as required by Section 606.3.

(Reason: Coordinates requirements of previous amendment.)

*****Section 1103.5.1: add sentence to read as follows:**

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

(Reason: Regional consistency of this retroactive requirement to allow business owners adequate time to budget to accommodate the cost of the fire sprinkler system.)

****Section 1103.5; add Section 1103.5.5 to read as follows:**

1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

(Reason: Consistent with amendment to IFC 2404, and long-standing regional requirement to protect this hazardous operation.)

*****Section 1103.7; add Section 1103.7.7 and 1103.7.7.1 to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

(Reason: To assist responding personnel in locating the emergency event and provide clarity as to percentages of work that results in a requirement to upgrade the entire fire alarm system.)

***Section 1203; change and add to read as follows:

1203.1.1 {No change.}

1203.1.2 {No change.}

1203.1.3 Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.4 through 1203.1.9 {No changes to these sections.}

1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.4~~26~~ or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change.}

1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.19 and 914.2.3

Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.

Special Amusement Buildings, Section 907.2.11

High-rise Buildings, Section 907.2.12

Atriums, Section 907.2.13

Deep Underground Buildings, Section 907.2.18

1203.2.5 through 1203.2.13 {No change.}

1203.2.14 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.15 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.16 {No change.}

1203.2.17 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410.2.5

Special Amusement Buildings (as applicable to Group A's), *International Building Code*, Section 411.1

Smoke Protected Seating, Section 1029.6.2.

1203.2.18 {No change.}

1203.2.19 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

1203.2.20 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.

2. Elevator operating equipment.

3. Fire alarm and smoke detection systems.

1203.2.21 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.

1203.2.22 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.23 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

1203.2.24 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.10, Item 7.

1203.2.25 Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change.}

1203.7 Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

(Reason: These amendments were moved from Chapter 6, due to relocation of the published sections to this new Chapter 12. These provisions provide a list to complete and match that throughout the codes. The only additional requirements are the reference to COPS in NFPA 70, and the specified Energy time duration. Other changes are a reference to a code provision that already exists.)

****Section 2304.1; change to read as follows:**

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3, the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(Reason: Allows a facility to apply the attended and unattended requirements of the code when both are potentially applicable.)

****Section 2401.2; delete this section.**

(Reason: This section eliminates such booths from all compliance with Chapter 15 including, but not limited to: size, ventilation, fire protection, construction, etc. If the product utilized is changed to a more flammable substance, the lack of compliance with Chapter 15 could result in significant fire or deflagration and subsequent life safety hazard.)

*****Section 3103.3.1; delete this section.**

(Reason: This new section of the Fire Code requires a fire sprinkler system to be installed in temporary tents and membrane structures, which is not a reasonable or enforceable requirement for a temporary use. A fire watch or fire alarm system is a more advisable approach for such occupancies that are only temporary.)

****Table 3206.2, footnote h; change text to read as follows:**

h. ~~Not required~~ Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

(Reason: Allows the fire department to control the smoke and heat during and after a fire event, while ensuring proper operation of the sprinkler protection provided. Also, gives an alternative to smoke and heat vents.)

*****Table 3206.2, footnote j; add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:**

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the International Building Code shall be used to divide high-piled storage exceeding 500,000 square feet in area.

(Reason: This is a long-standing legacy requirement and provides passive protection for extremely large buildings where it would be otherwise impossible to control the spread of fire without the fire wall in place in an uncontrolled fire event, which is much more likely in high hazard commodities, such as tires, flammable liquids, expanded plastics, etc.)

****Section 3310.1; add sentence to end of paragraph to read as follows:**

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time at which construction has progressed beyond completion of the foundation of any structure.

(Reason: Reference requirement of Section 501.4.)

****Section 5601.1.3; change to read as follows:**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. ~~2. The use of fireworks for approved fireworks displays as allowed in Section 5608.~~
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

(Reason: Restricts fireworks to approved displays only, which is consistent with regional practice. Such is intended to help protect property owners and individuals from unintentional fireworks fires within the jurisdiction, as well as to help protect individuals from fireworks injuries. It is noted that there has been a change in the State Law to allow possession of unopened fireworks in certain areas of the vehicle, and it is highly recommended that AHJ's familiarize themselves with the applicable State Laws in this regard.)

****Section 5703.6; add a sentence to read as follows:**

5703.6 Piping Systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation difficulty in underground applications. Coordinates with TCEQ requirements.)

****Section 5704.2.11.4; add a sentence to read as follows:**

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 and 5704.2.11.4.2 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation difficulty in underground applications.)

****Section 5704.2.11.4.2; change to read as follows:**

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

(Reason: Reference to IFC Section 5704.2.11.4.3 amendment.)

****Section 5704.2.11.4.3; add Section 5704.2.11.4.3 to read as follows:**

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with

a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

(Reason: Provides an economical means of checking potential leaks at each tank site.)

****Section 5707.4; add paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

(Reason: The general public does not expect a hazardous operation to be occurring in a typical parking lot or for a fuel truck to be traversing such parking lot, temporarily fueling a vehicle, and moving on to the next area in the parking lot to fuel the next vehicle. Vehicular accidents occur in parking lots on a regular basis, but the presence of a fuel truck, especially one in the process of fueling a vehicle with gasoline, greatly adds to the potential risk involved in such accidents. By restricting such operations to the occupancies in question, the employees of the business may be adequately notified to expect such operations to occur in the parking lot.)

****Section 6103.2.1; add Section 6103.2.1.8 to read as follows:**

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

(Reason: To provide a consistent and reasonable means of regulating the use of portable LP-Gas containers in these situations. Reduces the hazard presented by portable containers when natural gas is already available. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

****Section 6104.2, Exception; add an exception 2 to read as follows:**

Exceptions:

1. {existing text unchanged}
2. Except as permitted in Sections 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

(Reason: To provide a consistent and reasonable means of regulating the use LP-Gas containers. Reduces the hazard presented by such containers when natural gas is already available. References regional amendment to IFC 6104.3.2. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

****Section 6104.3; add Section 6104.3.3 to read as follows:**

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

(Reason: Allows for an alternate fuel source. Dwelling density must be considered and possibly factored into zoning restrictions. Reduces the hazard presented by over-sized LP-Gas containers. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

****Section 6107.4 and 6109.13; change to read as follows:**

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with ~~NFPA 58~~ Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

(Reason: NFPA 58 does not provide substantial physical protection [it allows raised sidewalks, fencing, ditches, parking bumpers as 'vehicle barrier protection'] of the container(s) from vehicular impact as is required and has been required historically, as per Section 312, i.e. bollard protection. Further, the exception to Section 6109.13 would allow for portable containers in ventilated metal cabinets to not require any physical protection whatsoever from vehicular impact, regardless of the location of the containers. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

**** {Applicable to those jurisdictions adopting Appendix B}
Table B105.2; change footnote a. to read as follows:**

a. The reduced fire-flow shall be not less than ~~4,000~~ 1,500 gallons per minute.

(Reason: The minimum fire-flow of 1,500 gpm for other than one- and two- family dwellings has existed since the 2000 edition of the IFC, as well as the Uniform Fire Code before that. Little to no technical justification was provided for the proposed code change at the code hearings. The board believes that the already-allowed 75 percent reduction in required fire-flow for the provision of sprinkler protection is already a significant trade-off. The minimum 1,500 gpm is not believed to be overly stringent for the vast majority of public water works systems in this region, especially since it has existed as the requirement for so many years. Further, the continued progression of trading off more and more requirements in the codes for the provision of sprinkler protection has made these systems extremely operation-critical to the safety of the occupants and properties in question. In other words, should the sprinkler system fail for any reason, the fire-flow requirements drastically increase from that anticipated with a sprinkler-controlled fire scenario.)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8a

Agenda Date 1/22/2025

Number Resolution R-25-5007

Type Resolution

Department City Secretary

Title

Approval of a resolution calling a General Election for the purpose of electing a Mayor and City Councilmembers to Place 1 and Place 2 and authorizing a joint election agreement and contract for election services with Tarrant County Elections Administration

Explanation

Reading and Public Hearing

This item provides for the election order calling a General Election for May 3, 2025, for the purpose of electing a Mayor and City Councilmembers to Place 1 and Place 2.

The City contracts with Tarrant County Elections Administration for election services, which provides for citizens to vote at any early voting and election day location in Tarrant County.

The attached proposed resolution provides the dates, times, and locations for voting in the General Election and authorizes the joint election agreement with Tarrant County Elections Administration.

Financial Impact

Funds for the 2025 General Election are allocated in the FY2025 City Secretary's Office budget.

Recommendation

Approve

Attachments

1. Resolution R-25-5007

RESOLUTION R-25-5007

CALLING A GENERAL ELECTION FOR MAY 3, 2025, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCILMEMBERS TO PLACE 1 AND PLACE 2 AND AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY ELECTIONS ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville, Texas, desires to conduct a General Election as set forth by the City of Colleyville Charter and Texas Election Code, Section 41.001, to be held on Saturday, May 3, 2025, at which time the voters will elect a Mayor and City Councilmembers to Place 1 and Place 2, including the conduct of early voting.

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

- Sec. 1. THAT a General Election, including any necessary run-off election(s), is hereby called to elect a Mayor and City Councilmembers to Place 1 and Place 2, to serve until their successors are duly elected and qualified. The General Election shall be held at Colleyville Recreation Center, Annex A, 5008 Roberts Road, Colleyville, Texas, on Saturday, May 3, 2025, from 7:00 a.m. to 7:00 p.m.
- Sec. 2. THAT the Mayor, or his designee, is authorized to negotiate and execute an agreement with the Tarrant County Elections Administration to administer the election (the "Election Agreement") in conformance with the Texas Elections Code and City Charter.
- Sec. 3. THAT qualified persons for City Council may file as candidates by filing applications in the Office of the City Secretary, 100 Main Street, Colleyville, Texas, Wednesday, January 15, 2025 through Friday, February 14, 2025, Monday through Friday, from 9:00 a.m. to 4:00 p.m.
- Sec. 4. THAT Clint Ludwig, Elections Administrator, or his successor, 2700 Premier Street, Fort Worth, Texas 76111, is hereby appointed as Early Voting Clerk and may appoint additional deputy early voting clerks, as necessary, to properly conduct the election. Applications for ballot by mail must be received by mail no later than the close of business on Tuesday, April 22, 2025 (Mailing address: Tarrant County Elections, Early

Voting Clerk, or his successor, P.O. Box 961011, Fort Worth, Texas, 76161-0011).

- Sec. 5. THAT Early Voting shall be conducted at Tarrant County's Main Early Voting location at Tarrant County Elections Center, 2700 Premier Street, Fort Worth, Texas 76111, Colleyville Recreation Center, Annex A, 5008 Roberts Road, Colleyville, Texas 76034, and locations established and to be published by the Tarrant County Elections Administration, and in conformance with the Election Agreement.
- Sec. 6. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 22ND DAY OF JANUARY 2025.

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

EXHIBIT A
Resolution R-25-5007
Calling the May 3, 2025 General Election

Early Voting Location Information

Early voting shall be conducted at the following locations:

Tarrant County's Main Early Voting location:

Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111

Annex A – Colleyville Recreation Center
5008 Roberts Road
Colleyville, Texas 76034

and all such branch offices for early voting by personal appearance as may be established in the Election Agreement with Tarrant County.

Early Voting Times

Early voting shall begin on Tuesday, April 22, 2025, and shall end Tuesday, April 29, 2025, and the dates and times shall be as set forth below:

April 22 – 25	Tuesday – Friday	8:00 a.m. - 5:00 p.m.
April 26	Saturday	7:00 a.m. - 7:00 p.m.
April 27	Sunday	10:00 a.m. - 4:00 p.m.
April 28-29	Monday – Tuesday	7:00 a.m. - 7:00 p.m.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8b

Agenda Date 1/22/2025

Number Resolution R-25-5008

Type Resolution

Department City Manager

Title

Approval of a resolution decommissioning the Heroes Park Design Committee, establishing the Heroes Park Board, appointing members, establishing terms, membership, and duties, and approving the Heroes Park Nomination For Induction Criteria

Explanation

Reading and Public Hearing

At the December 17, 2024 City Council Worksession, a presentation and discussion was held regarding the process and criteria for nominations of individuals to be recognized in the new Heroes Park. The Heroes Park Design Committee met several times to discuss and develop the proposed criteria for both military heroes and community heroes.

This agenda item provides for formal adoption of the proposed nomination criteria, as well as transitioning the ad-hoc Heroes Park Design Committee to a permanent Heroes Park Board. It also provides for appointments to the Board, which is to include two City Councilmembers, three citizens with a military background, and two citizens. The Board will be tasked with reviewing nominations annually and determining which individuals will be inducted each year.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Exhibit A - Heroes Park Nominations Criteria
2. Resolution R-25-5008



CITY OF COLLEYVILLE
HEROES PARK
NOMINATION CRITERIA AND POLICY

ELIGIBILITY CRITERIA

Heroes Park is intended to serve as a place where Colleyville's military and community heroes can be honored. The park contains low walls where individual plaques may be placed to recognize specific individuals. In order to nominate an individual for inclusion in Heroes Park, the individual must meet the criteria below for either a military or community hero, to be considered.

MILITARY HERO

Military hero nominees must meet the two-part eligibility criteria below:

1. Military Service - must meet one of the following:
 - a. A deceased or living military veteran who received an honorable discharge (confirm military service has been concluded)
2. Colleyville Connection - must meet one of the following:
 - a. Lived in Colleyville for a minimum of five (5) years
 - b. Maintained a Colleyville permanent address at any point during active military service and lost their life service, preventing them from achieving five (5) years of residency
 - c. A Gold Star family that has lived in Colleyville for a minimum of five (5) years (must meet qualifications of Gold Star family as defined by *Gold Star Families of Texas*)

Nominations must include documentation verifying military service and compliance with one of the Colleyville Connection criteria listed above. Please note that nominations of individuals who meet the military service criteria, but not the Colleyville connection requirement, will not be considered. The City recognizes and appreciates their service to the United States. It is our hope that these individuals will be recognized and honored in their respective hometowns and appropriate state or national memorials.

COMMUNITY HERO

Community heroes must have made significant contributions and sacrifices for the betterment of the Colleyville community. Nominees must have lived in Colleyville for a minimum of five (5) years. Their acts of service must have benefited Colleyville residents.

Community Heroes must have demonstrated one or more of the following traits:

- Served the community in an extraordinary way;
- Demonstrated a significant commitment to the community;
- Improved the quality of life for Colleyville citizens;
- Demonstrated leadership resulting in contributions which had a positive impact on the Colleyville community; and/or
- Contributed their talents through acts of goodwill without personal or monetary compensation.

While these traits will be common among those designated as a Community Hero, the specific contributions of each person will be as varied and diverse as the citizens of Colleyville.

Nominations must describe how the Nominee served the community in a substantial way, leaving a lasting impact on Colleyville. This may have been accomplished through extensive volunteer service which bettered Colleyville, whether through opportunities directly with the City or through local organizations.

Nominations should not rely on the following for the primary basis of eligibility:

- Years of service
- Monetary donation
- Status as elected or appointed official (board or committee service)
- Status as a board member/leader of a local organization

Community Hero Nominees may be deceased or living. If living, the nominee must have concluded their career or service.

City Employees:

First responders (Police, Fire, or other City employee) who lost their life in service to the Colleyville community are eligible for nomination as Community Heroes and will be considered for designation strictly based on their personal sacrifice. These individuals will be automatically approved.

Employment with or retirement from the City are not sufficient as the primary basis for nomination. Actions performed as a normal course of work responsibilities are not considered extraordinary. To be eligible for nomination, an employee must meet the same threshold of significant contribution to the Colleyville community as that described above for Community Heroes. In consideration of City employee nominations, the residency requirement (minimum number of years) would not apply, however a minimum of five (5) years of employment is required unless the nominee lost their life in service prior to achieving the five (5) years of service.

PROCEDURE

The City of Colleyville will hold an annual call for nominations. Nominations may be made during this time only.

The Heroes Park Board will review applications for eligibility (Military Hero) and/or merit (Community Hero). The Board will then recommend which individuals nominated should be added to those recognized in Heroes Park. In the event of insufficient information or documentation, a nomination may be held until the following year if information cannot be provided in time for the current year's evaluation process.

If a nomination is not approved by the Board, the nominee may not be re-nominated in a future year. Exceptions would exist only when additional information is brought forth in a new nomination justifying additional consideration.

Board decisions are final.

TIMELINE

A call for nominations will be held each year. Nominations may be submitted from July 1 to December 30. The Board will review nominations from January to March, or earlier as needed based on volume of nominations received.

New heroes inducted into Heroes Park will be announced each year at the Stars & Guitars celebration, typically held in June.

REMOVAL PROCESS

In the (hopefully) extremely rare event that an individual honored in Heroes Park should be considered for removal, a unanimous vote of the Board is required. Proof of reasoning for removal must be provided.

POLICY AMENDMENTS

By vote of the Heroes Park Board and approval by City Council the criteria outlined in this policy may be amended.

RESOLUTION R-25-5008

A RESOLUTION DECOMMISSIONING THE HEROES PARK DESIGN COMMITTEE ESTABLISHED BY RESOLUTION R-24-4987, ESTABLISHING THE HEROES PARK BOARD, APPOINTING MEMBERS, ESTABLISHING TERMS, MEMBERSHIP, AND DUTIES OF THE HEROES PARK BOARD, AND APPROVING THE HEROES PARK NOMINATION FOR INDUCTION CRITERIA

WHEREAS, the citizens of Colleyville are proud of the history and community residents who committed themselves to serving the United States and the City of Colleyville; and

WHEREAS, on November 6, 2024, by Resolution R-24-4987, City Council appointed a Heroes Park Design Committee to oversee the design and development of Heroes Park, and it is found the service of the Committee is complete and the City Council desires to establish a Heroes Park Board to review nominations for induction into Heroes Park.

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

- Sec. 1. THAT this Resolution decommissions the Heroes Park Design Committee and this City Council acknowledges and thanks the Heroes Park Design Committee for their service.
- Sec. 2. THAT the Heroes Park Nomination Criteria attached as Exhibit "A" is hereby approved and may be updated by a vote of the Board as necessary.
- Sec. 3. THAT the Heroes Park Board is hereby established and will be solely responsible for implementing the attached Heroes Park Nomination Criteria for selection of those to be recognized in Heroes Park.
- Sec. 4. The terms of the appointed members will consist of two elected officials, and five members at large, three of which will have had prior military service or be a Gold Star Family member, with the initial terms to be staggered to provide for four, three-year terms, and three, two-year terms, then transitioning to two year terms.
- Sec. 5. THAT the City Council hereby appoints the following to the Heroes Park Board:

For a term to June 2028:

- Mayor Bobby Lindamood
- Deputy Mayor Pro Tem Scotty Richardson
- Eric Newton
- Pam Savoie

For a term to June 2027:

- Ken Cozart
- Louis Miller
- Mary Potts

Sec. 6. THAT additional members may be appointed by the City Council if the City Council deems necessary.

Sec. 7. THAT the duties of the Heroes Park Board will be:

- Receive and evaluate nominations on an established annual schedule.
- Select nominees to be inducted to Heroes Park, based on the Nomination Criteria attached as Exhibit "A"

Sec. 8. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF __ AYES, __ NAYS ON THIS THE 22ND DAY OF JANUARY 2025.

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 10

Agenda Date 1/22/2025

Type Report

Department City Secretary

Title

Sign Board of Appeals Minutes - December 12, 2023

Planning and Zoning Commission Minutes - December 9, 2024

Planning and Zoning Commission Worksession Minutes - December 23, 2024

Attachments

1. Sign Board of Appeals Minutes - December 12, 2023
2. Planning and Zoning Commission Minutes - December 9, 2024
3. Planning and Zoning Commission Worksession Minutes - December 23, 2024



CITY OF COLLEYVILLE SIGN BOARD OF APPEALS MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, DECEMBER 12, 2023

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Sign Board of Appeals Meeting was called to order by Chair Kamerman on October 10, 2023, at 7:00 p.m.

Roll Call

Present: Frank Carroll, Dee Kamerman, Rick Ramirez, Richard Vallario, and Mic Deakin

Absent: Eric Holland and Dan Shadle

Staff Present: Jacquelyn Reyff and Kris Potts

Also Present: N/A

1. APPROVAL OF MINUTES

1a December 12, 2023

Board Member Deakin made a motion to approve the October 10, 2023 minutes. Board Member Kamerman seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Vallario, Kamerman, Carroll, Ramirez, and Deakin

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

2a Consideration of a Variance to Ordinance O-12-1859 to allow for an internally lit wall sign on Lot 48, Village at Colleyville, located at 16 Village Ln Unit 150, Case SC23-004

Jacquelyn Reyff presented the case and briefed the Sign Board on the regulations prohibiting the backlit signage in the village.

The applicant Michael Thompson presented his case speaking of examples around the surrounding area of signage that is currently backlit. Regarding the cohesive and uniform look of the area the illuminated sign would fit in with what is currently in place.

The Sign Board asked general questions regarding if the sign will be individual letters and if the sign will be visible from Colleyville Boulevard.

The public hearing was opened at 7:11 p.m.

With no one else wishing to speak, the public hearing was closed at 7:11 p.m.

Board Member Deakin made a motion to approve case SC23-004. Board Member Kamerman seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Vallario, Kamerman, Carroll, Ramirez, and Deakin

Nay: 0

3. ADJOURNMENT

The meeting adjourned at 7:12 p.m.

The minutes were written and prepared by:

Kris Potts

Kristopher Potts
Planner

The meeting minutes were approved on January 13, 2025 by a vote of 5-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, DECEMBER 9, 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 December 9, 2024 at 6:15 p.m.

Roll Call

Present: David Groves, Richard Remley, David Ebert, Jerome Obinabo, Brandon Arnold, 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, City Engineer, Larry Wright

City staff briefed the Commission on the items that would be presented on tonight's agenda. There was general discussion amongst the updates to the case the Commission would be voting on.

The Commission had questions about case ZC24-024, specifically regarding the rules and regulations of religious uses and the number of attendees that would be using the space. Recommendations were made to adjust the language from Bible studies to religious studies to be more inclusive of all religions.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:54 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 December 9, 2024, at 7:00 p.m.

Roll Call

Present: David Groves, Richard Remley, David Ebert, Jerome Obinabo, Brandon Arnold, 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, City Engineer, Larry Wright

1. APPROVAL OF MINUTES

- 1a** November 12, 2024 Planning and Zoning Commission Meeting Minutes
- November 25, 2024 Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Remley made a motion to approve the November 12, 2024 Planning and Zoning Commission Meeting Minutes and the November 25, 2024 Planning and Zoning Worksession meeting minutes.

Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Groves, Obinabo, Remley, Arnold, Bevill

Nay: 0

Abstain: 1 - Ebert

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a of a Replat with a waiver for lot width for Lot 1, Block A, Alverson Addition, being located at 605 Beverly Drive, Case PC24-014

Jacquelyn Reyff presented case PC24-0114 and briefed the Commission. The property meets most of the R-40 Single Family Residential requirements, other than the width. The lot is 132 feet in width, rather than the required 150 feet.

The applicant spoke to the commission and stated had no additional notes to say to the Commission.

The Commission did not have any questions for the applicant.

The public hearing was opened at 7:05 p.m.

With no one wishing to speak, the public hearing was closed at 7:05 p.m.

Commissioner Arnold made a motion to approve Case PC24-014.

Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

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

- 2b** Consideration of an amendment to the Planned Unit Development - Commercial district for The Village at Colleyville for consideration of a specific use to be allowed on Lot 27 of the Village at Colleyville Addition, being located at 55 Main Street, Suite 100, Case ZC24-024

TABLED FROM THE NOVEMBER 12th PLANNING AND ZONING COMMISSION MEETING

Commissioner Obinabo made a motion to remove Case ZC24-024 from the table.

Commissioner Groves seconded the motion.

The motion was carried by the following vote:**Aye: 6 – Groves, Ebert, Obinabo, Remley, Arnold, and Bevill**

Jacquelyn Reyff presented case ZC24-024 and briefed the Commission. In the Village at Colleyville PUD-C ordinance, religious use is not currently allowed.

The applicant, Alvaro Matehuala, 3728 Matson Street, North Richland Hills, TX, spoke about the Colleyville Prayer Room and the type of work the Prayer Room has done. He stated that he works with individuals who need prayer, conducts bible studies, and prays on behalf of individuals.

The Commission inquired about the parking usage and the number of occupants that would be in the Prayer Room at any given time. Mr. Matehuala stated that the most amount of individuals they would have were for corporate events and that it was not more than 10-15 people at a time.

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

Toni Cardini, 33 Main Street, Suite 230, did not wish to speak, but did wish to record her opposition.

Debbie Pilgrim, 33 Main Street, spoke in opposition, specifically regarding the number of people that would use the space per day, the possibility of early morning use, and concerns over walkway visibility to access the suite.

With no one else wishing to speak, the public hearing was closed at 7:30 p.m.

The Commission discussed with staff the possibility of changing the language of the proposed ordinance amendment. Commissioner Obinabo made the recommendation that the language be more restrictive to only include ministry, religious studies, & religious counseling and that it exclude service. Commissioner Groves stated that the restriction of service could be seen as an infringement on the right to practice, and that the occupancy load would be dictated by the Certificate of Occupancy process.

Commissioner Remley made a motion to approve Case ZC24-024 with an amendment to the ordinance language, being "Religious: Religious uses including, but not limited to, ministry, religious studies, and pastoral counseling."

Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Groves, Ebert, Remley, and Bevill

Nay: 2 – Obinabo and Arnold

- 2c** Consideration of an amendment to a Planned Unit Development – Commercial Ordinance to allow for office and medical office buildings, being Tract 1, Abstract 1154, R H McEwing Survey, located at 8060 Precinct Line Road, Case ZC24-027

Christopher Pham presented case ZC24-027 and briefed the Commission on the request. The request is to allow for office and medical office buildings to be built, rather than the proposed retail and restaurant buildings outlined in Ordinance O-18-2065. The original ordinance shows three retail and restaurant pad sites. This amended plan would convert two of the pad sites into three office buildings, with the last pad remaining a drive-through restaurant. As part of the request, the applicant is requesting to reduce the required masonry material on the buildings to 63%.

The applicant, Kyle Moss, 5807 Preston Way, addressed the Commission and let the Commission know he was available to answer any questions. Commissioner Groves asked if the applicant was open to increasing the masonry materials on the façades. The applicant stated they were open to increasing the amount of masonry on the street-side façade.

The public hearing was opened at 7:52 p.m.

Billye Souder Fowler, 1303 Briar Ridge Drive, Keller, TX did not wish to speak, but did wish to record their support.

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

Commissioner Bevill made a motion to approve case ZC24-027 with the condition that the materials on the building façades were 90% masonry construction.

Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Ebert, Obinabo, Remley, Arnold, and Bevill**Nay: 0**

- 2d** Consideration of a Special Use Permit to allow for a Daycare Center on a portion of Lot 1, Block 1, Towne Center Animal Hospital, located at 4313 Colleyville Boulevard, Case ZC24-028

Kristopher Potts presented case ZC24-028 and briefed the Commission on the rezoning request.

Kevin Patel, 1782 W. McDermott Drive, Allen, TX 75013, the applicant, spoke on the case and stated they would address any questions the commission may have.

The Commission asked if there were any other day care centers that the developer had built. The developer stated that Kiddie Academy has several locations across the United States and that the owner and operator would be a franchisee and is based out of Colleyville. The Commission also asked about the building design, and staff stated that the building was not completely in compliance with the articulation requirements of Chapter 6 of the Land Development Code.

The public hearing was opened at 8:00 p.m.

With no one wishing to speak, the public hearing was closed at 8:00 p.m.

Commissioner Remley made a motion to approve case ZC24-028.

Commissioner Arnold seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Ebert, Obinabo, Remley, Arnold, and Bevill**Nay: 0**

- 2e** Consideration of a change of zoning from AG Agricultural to CC-1 Village Retail, being Tract 2P, Abstract 973, Absalom J Lott Survey, located at 6312 Colleyville Boulevard, Case ZC24-029

Jacquelyn Reyff presented case ZC24-029 and briefed the Commission on the request. The request is to rezone the property from AG Agricultural to CC-1 Village Retail to allow for the development of a two-building retail center. The property currently has an Army Corps of Engineer identified blue-line stream which would

require to be moved to allow for the development of the property.

Samnatha Ranz, 2750 River Park Plaza, Fort Worth, TX 76116, the civil engineer and applicant for the case came forward and let the Commission know they were available to answer questions. The Commission asked about the timeline for development of the property if the zoning was approved. The applicant stated that the timeline with the Army Corps may take up to 2 years.

The public hearing was opened at 8:05 p.m.

Edward Bittick, 6405 Kingston, spoke in support of the item, but he did inquire about whether a privacy or screening wall would be added as part of the development and what the future uses were. Staff answered that a masonry wall was required and shown on the plan and that there was no future user in mind, but that future uses would be in accordance to the CC-1 Village Retail district.

With no one wishing to speak, the public hearing was closed at 8:08 p.m.

Commissioner Arnold made a motion to approve case ZC24-029.

Commissioner Groves seconded the motion.

The motion was carried by the following vote:

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

Nay: 0

4. CITIZEN COMMENTS

The public forum opened at 8:09 p.m.

With no one wishing to speak, the public forum closed at 8:09 p.m.

5. ADJOURNMENT

The meeting adjourned at 8:09 p.m.

The minutes were written and prepared by:

Christopher Pham

Christopher Pham
Planner

The meeting minutes were approved on January 13, 2024 by a vote of 6-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

DECEMBER 23, 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 December 23, 2024, at 6:15 p.m.

Roll Call

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

Absent:

Staff Present: Ben Bryner, Chris Pham, and Kris Potts

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

2. WORKSESSION AGENDA ITMES

- 2a** Presentation and discussion of a rezoning from CC-1 Village Retail and PUD-C Planned Unit Development – Commercial to PUD-C Planned Unit Development – Commercial on Lot 1, Block 1, Tinker Crossing Addition, Lot 1A, Block 1, Kathleen's Art Café Addition, and Lot R14-3, Block 1, Colleyville Industrial Park, located at 1801 Industrial Blvd and 6255 & 6301 Colleyville Boulevard, ZC24-006

Ben Bryner briefed the Commission on the proposed rezoning. There was discussion regarding if the suites would be leased or available for purchasing, this led to further questions regarding the spaces being used as residences. City Staff advised that would not be permitted and could be added to the PUD. There was also brief discussion on the economic impact this would have for the city.

- 2b** Presentation and discussion of a Special Use Permit to allow for a Warehouse and Distribution Facilities use on Tracts 2G, 2H, and 2J, Abstract 963, Absalom J Lott Survey, and Lot 1, Block 1, Konyha Addition, being located at 6600, 6602, 6604, and 6526 Colleyville Boulevard, Case ZC24-025

Ben Bryner briefed the Commission on the proposed SUP. There was discussion regarding the compatibility with nearby residences, and what the hours of operation would be. The commission also had questions regarding a noise / traffic study and the potential damage to roads the semi-trucks could cause.

- 2c** Presentation and discussion of a Special Use Permit to allow for a Veterinarian Clinic to operate out of an existing dog grooming and boarding center on Lot 5, Block 1, Colleyville Industrial Park, being located at 1808 Industrial Blvd, Case ZC24-030

Chris Pham briefed the Commission on the proposed Special Use Permit request. There was discussion regarding what type on animals would be seen at this facility, city staff advised the commission can restrict the vet to small animals such as cats and dogs.

- 2d** Presentation and discussion of a rezoning from PUD-C Planned Unit Development – Commercial to PUD-C Planned Unit Development – Commercial on Tract 2A and a portion of an abandoned street, Abstract 963, Absalom J. Lott Survey, being located at 6521 Colleyville Boulevard, Case ZC24-031

Kris Potts briefed the Commission on the rezoning request. There was general discussion regarding the proposed uses within the business park. Commissioners inquired whether the development would involve warehouse operations with overnight parking. City staff clarified that, as a business park, it would primarily consist of individual suites for various businesses to operate from.

3. ADJOURNMENT

The meeting adjourned at 7:03 p.m.

The minutes were written and prepared by:

Kris Potts

Kris Potts
Planner

The meeting minutes were approved on January 13th, 2025 by a vote of 6-0.

RESOLUTION R-25-5009

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 22, 2025**

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 22ND DAY OF
JANUARY 2025.

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