CITY OF COLLEYVILLE
CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JUNE 3, 2025

COLLEYVILLE BUSINESS CENTER RIBBON CUTTING
35 VERANDA LANE - COLLEYVILLE
4:30 P.M.

WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR

CALL TO ORDER

WS-1 Discussion of the compensation study and insurance renewal

WS-2 Discussion of the June 3, 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: Martin Schmidt, Baha'I Community

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-25-5045

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation in recognition of National Garden Club Month - Mayor Bobby Lindamood and Colleyville Garden Club President Janet Suedmeier

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5046

4a Approval of the minutes of the special City Council meeting of May 13, 2025

4b Approval of the minutes of the regular City Council meeting of May 13, 2025

4c Approval of a construction contract with Legacy Signs of Texas for the Parks Signage Improvement Project, in an amount not to exceed $195,000, a contingency amount not to exceed $20,000, a materials testing amount not to exceed $35,440, and authorizing the City Manager to execute the contract

4d Approval of a summer economic development Gift Card program with a patriotic theme

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

5a Ordinance O-25-2330

Amending the Colleyville Code of Ordinances, Chapter 90, Section 90-1, adopting a residential homestead property tax exemption equal to the greater of fourteen percent (14%) of the appraised value or five thousand dollars

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

6a Ordinance O-25-2331

Consideration of a Special Use Permit for an accessory dwelling on Tract 3, Abstract 211, BBB & C RY Survey, located at 5508 Reagan Road, Case ZC25-007

6b Ordinance O-25-2332

Consideration of a Special Use Permit for Massage Therapy Use on Lot 1R, Block 11, Longwood Estates at Ross Downs Addition, located at 7135 Colleyville Boulevard, Suite 101, Case ZC25-009

6c Ordinance O-25-2333

Consideration of a rezoning from the AG Agricultural district to R-40 Single Family Residential on a portion of Tract 1 and 1L, Abstract 331, Andrew J. Caldwell Survey, located at 6105 Pleasant Run Road, Case ZC25-010

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-25-5047

Consideration of a replat for Lot 1R1R and 1R2, Block 1, Westcoat Place Addition, being Lot 1R1, Block 1, Westcoat Place Addition, located at 6200 Bransford Road, Case PC25-012

8. CITIZEN COMMENTS

9. REPORTS

Colleyville Center Advisory Committee Minutes - February 10, 2025
Colleyville Tree Board Minutes - March 13, 2025
Sign Board of Appeals Minutes - April 8, 2025
Planning and Zoning Commission Minutes - April 14, 2025
Planning and Zoning Commission Worksession Minutes - April 28, 2025

10. ACTION/RESOLUTION: A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JUNE 3, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5048

11. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, May 30, 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** 6/3/2025
Type Worksession
Department Human Resources

Title
Discussion of the compensation study and insurance renewal

Explanation
This item provides for an update and discussion on the compensation study and insurance renewal process for the upcoming fiscal year.

Attachments
1. Compensation Study Presentation
2. Insurance Renewal Presentation

Compensation Study Update

City Council Worksession

June 3, 2025

Compensation Study

- Compensation Study should be conducted every 3 to 4 years
- Opportunity for an evaluation of current job classifications and determine market competiveness
- Last conducted in FY21 and implemented in FY22
  - The City obtained a consultant to conduct the study
  - City Council approved full implementation
- Current study commenced internally Fall 2024 (savings of $50,000)

Market

- The following cities were selected as comparator cities:
  - Bedford
  - Euless
  - Flower Mound
  - Grapevine
  - Hurst
  - Keller
  - North Richland Hills
  - Roanoke
  - Southlake

Benchmarking

- Comparison of current salary ranges
  - 78 general and 12 public safety job classifications were compared
- Benchmarking process
  - Positions that are commonly found in other organizations
- Positions are considered competitive in the market if they fall within 5% (+/-) of the market for that position

Results

- Survey positions:
  - 24 general positions lagged in the market within 5%
    - Front Line (e.g., Library Clerk, Public Works and Parks Technician I, Admin Assistant)
    - Mid-level (e.g., Librarian, Planner, Assistant City Secretary, System Administrator)
  - 18 general positions lagged the market greater than 5%
    - Front Line (e.g., Facilities Tech, Public Works and Parks Tech II, Irrigation Specialist, Desktop Support Tech)
    - Mid-level (e.g., PW Equipment Operator, Sign Tech)
    - Supervisory (e.g., Building Official, Utility Billing Supervisor)
  - 4 public safety positions lagged the market within 5%
    - Firefighter/EMT, Corporal, Fire Captain, Battalion Chief
  - 7 public safety positions lagged the market greater than 5%
    - Police Recruit, Police Officer, SRO, Firefighter/Paramedic, Engineer, Sergeant, Fire Marshal

Implementation Costs

- Adjust the salary ranges for general and public safety pay plans as follows to remain competitive in the market (5.10.5 Plan):
  - 5% General Positions
  - 10% Entry rank Public Safety positions (e.g., Police Officer, Firefighter)
  - 5% Senior rank Public Safety positions
- Once new salary ranges are established, adjust for pay compression by crediting individual employees with time in current position and place into new salary range of their position

Implementation Costs

- Total Cost of Implementation is $744,481
  - Range adjustments and individual compression adjustment costs

5.10.5 Plan	Total	%
Police and Fire Employees	$521,385	70%
Public Works Employees	$43,004	5.8%
Parks and Recreation Employees	$35,993	4.8%
Library Employees	$62,242	8.4%
General Employees	$81,857	11%
TOTAL	**$744,481***	**100%**

***Total First Responders (Police, Fire, Public Works = $564,389 ; 75.8%)**

Alternate Scenario

- An alternate option was considered as part of the compensation study at a cost of $554,657 (4.8.4 Plan)

- This option would adjust the City salary ranges of the general and public safety pay plans as follows:

  - 4% General Positions
  - 8% Entry rank Public Safety positions (e.g., Police Officer, Firefighter)
  - 4% Senior rank Public Safety positions

- Once new salary ranges are established, adjust for pay compression by crediting individual employees with time in position and place into new salary range of their position

- This option is not being recommended by City Manager's Office as it does not address market issues

Alternate Implementation Costs

- Total Cost of Implementation of alternate option is $554,657
  - Range adjustments and individual compression adjustment costs

4.8.4 Plan	Total	%
Police and Fire Employees	$379,696	68.5%
Public Works Employees	$31,275	5.6%
Parks and Recreation Employees	$30,249	5.4%
Library Employees	$54,918	9.9%
General Employees	$58,519	10.6%
TOTAL	**$554,657***	**100%**

***Total First Responders (Police, Fire, Public Works = $410,971 ; 74.1%)**

Implementation Cost Comparison

- Comparison of both plan options

5.10.5 Plan	Total	%
Public Safety Employees	$521,385	70%
Public Works Employees	$43,004	5.8%
Parks & Recreation Employees	$35,993	4.8%
Library Employees	$62,242	8.4%
General Employees	$81,857	11%
TOTAL	**$744,481***	**100%**

***Total First Responders (Police, Fire, Public Works = $564,389 ; 75.8%)**

4.8.4 Plan	Total	%
Public Safety Employees	$379,696	68.5%
Public Works Employees	$31,275	5.6%
Parks & Recreation Employees	$30,249	5.4%
Library Employees	$54,918	9.9%
General Employees	$58,519	10.6%
TOTAL	**$554,657***	**100%**

***Total First Responders (Police, Fire, Public Works = $410,971 ; 74.1%)**

Recommendations

- Recommendation is to implement 5.10.5 option and fund the full cost of the compensation study at $744,481

- This recommendation:
  1. Adjusts the City pay plan salary ranges as follows:
     a) 5% General Positions
     b) 10% Entry rank Public Safety positions (e.g., Police Officer, Firefighter)
     c) 5% Senior rank Public Safety positions
  2. Address pay compression by crediting individual employees with time in position and place into new salary range of their position
  3. Aligns City positions with the market

- Full implementation cost is included in the FY26 Proposed Budget

Questions and Discussion

Insurance Renewal Update

City Council Worksession

June 3, 2025

Request for Proposal

- Request for Proposal (RFP) released in April with the City's insurance broker, HUB International (HUB), for medical and dental.

- The RFP was conducted with the following objectives in mind:
  - Align with City objectives and supported by management and Council
  - Demonstrate superior member service and claims processing
  - Ability to proactively meet City service needs
  - Willingness, experience and capability to effectively administer programs
  - Support during the implementation process

RFP Vendor List (Medical)

MEDICAL CARRIER	RESPONDED / DECLINED	FINALIST
BlueCross BlueShield of Texas (BCBSTX)	Responded (+7.6%)	Yes
Scott & White	Responded (+6.7%)	Yes
Curative	Responded (+27.7)	No
Aetna	Responded (+20%)	No
Cigna	Declined	No
UHC	Declined	No
Texas Health	Declined	No

Medical Financial Results

MEDICAL BENEFITS			BCBSTX		BCBSTX	
	Enrollment		PPO - Base	PPO - Buy Up	PPO - Base	PPO - Buy Up
FINANCIALS	Base	Buy Up	Current	Current	Renewal	Renewal
Employee Only	41	40	$722.42	$794.69	$784.57	$863.05
Employee & Spouse	11	21	$1,616.90	$1,778.77	$1,756.00	$1,931.80
Employee & Child(ren)	12	14	$1,299.72	$1,429.85	$1,411.53	$1,552.86
Employee & Family	38	18	$2,187.84	$2,406.85	$2,376.06	$2,613.91
	102	93				
Monthly Premium	195		$146,140	$132,483	$158,712	$143,880
Annual Premium			$1,753,676	$1,589,796	$1,904,544	$1,726,563
Total Premium			$3,343,472		$3,631,107	
$ Change from Current			n/a		$287,635	$251,035
% Change from Current			n/a		8.6%	7.6%
Effective Date			10/1/2024		10/1/2025	
Rate Guarantee			1 Year		1 Year	
Geo Access Results			99.5%		99.5%	
Network Name			BlueChoice PPO Network		BlueChoice PPO Network	
Network Website			www.bcbstx.com		www.bcbstx.com	
AM Best Rating			A		A	
Notes			$15K Wellness & $10K Communication Allowance (Includes 1% Bundling Discount Med / Dental) / $18K credit		$15K Wellness Fund / $36,600 Wellness Credit (assumes bundling medical and dental)	

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

Claims VS. Premium

Date	Enrollment	Medical Paid	Rx Paid	Total Paid	Premium	Loss Ratio
23-Oct	180	$245,630	$47,515	$293,145	$247,913	118.2%
23-Nov	185	$100,143	$32,792	$132,935	$252,860	52.6%
23-Dec	186	$203,434	$155,504	$358,938	$255,431	140.5%
24-Jan	188	$121,987	$113,922	$235,909	$254,215	92.8%
24-Feb	189	$88,910	$61,118	$150,028	$257,436	58.3%
24-Mar	189	$287,106	$38,261	$325,367	$255,556	127.3%
24-Apr	190	$155,723	$51,259	$206,982	$256,469	80.7%
24-May	193	$201,541	$50,077	$251,618	$257,673	97.7%
24-Jun	192	$160,320	$30,335	$190,655	$256,933	74.2%
24-Jul	192	$331,438	$46,743	$378,181	$256,959	147.2%
24-Aug	195	$140,029	$47,607	$187,636	$258,718	72.5%
24-Sep	199	$139,877	$43,467	$183,344	$262,178	69.9%
Plan Year Total	190	$2,176,138	$718,600	$2,894,738	$3,072,341	94.2%
Per Capita		$11,462	$3,784	$15,248	$16,183	
24-Oct	201	$172,193	$38,748	$210,941	$289,622	72.8%
24-Nov	200	$299,301	$61,351	$360,652	$290,688	124.1%
24-Dec	197	$360,336	$37,810	$398,146	$284,626	139.9%
25-Jan	195	$220,064	$50,565	$270,629	$280,635	96.4%
25-Feb	192	$188,921	$37,799	$226,720	$277,003	81.8%
25-Mar	195	$179,532	$42,291	$221,823	$278,623	79.6%
25-Apr	196	$121,675	$74,315	$195,990	$279,669	70.1%
Plan Year Total (Year to Date)	197	$1,542,022	$342,879	$1,884,901	$1,980,866	95.2%
Annualized		$2,643,466	$587,793	$3,231,259	$3,395,770	
$ Difference from Prior Year		$467,328	-$130,807	$336,521	$323,429	
% Difference from Prior Year		21%	-18%	12%	11%	
Annualized Per Capita Total		$13,441	$2,989	$16,430	$17,267	

Dental Financial Results

FINANCIALS	Enrollment	BCBSTX PPO Current	BCBSTX PPO Renewal	Cigna PPO Proposed
Employee Only	77	$41.88	$40.79	$31.62
Employee & Spouse	31	$85.80	$83.57	$64.77
Employee & Child(ren)	24	$82.85	$80.70	$62.54
Employee & Family	60	$137.88	$134.30	$104.09
Monthly Premium	192	$16,145.76	$15,726.30	$12,188.97
Annual Premium		**$193,749.12**	**$188,715.60**	**$146,267.64**
$ Change from Current		n/a	-$5,033.52	-$47,481.48
% Change from Current		n/a	-2.6%	-24.5%
Effective Date		10/1/2024	10/1/2025	10/1/2025
Rate Guarantee		1 Year	1 Year	2 Years
GEO Access Results		97.3%	97.3%	98.1%
Network Website		www.bcbstx.com	www.bcbstx.com	www.cigna.com
Network Name		Blue Care Dental PPO	Blue Care Dental PPO	Cigna Dental Choice

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

*Medical bundling discount removed if City moves dental

Benefit Recommendations

➢ Medical – BCBSTX (Recommended)

- Renewing with BCBSTX is recommended for the 2025/2026 plan year with a 7.6% (or $251,035) net increase to rates with no plan design changes. Based on the City's loss ratio over the last twelve months (94.0%), the City's Insurance Broker projected an increase of 15.5% increase to premiums. Originally the City received an 18% increase. The City's long standing partnership and credibility with BCBSTX led to the lower renewal rate this year.

- The City's insurance broker reviewed alternative plan designs which included changes to deductibles, out of pocket maximums, and copays, however there was not enough cost savings to warrant a change at this time. Additionally, vendors who quoted with the RFP were not able to match current benefit designs.

- Lastly, BCBSTX will provide the City a $15,000 wellness credit and a one-time credit of $36,600.

Benefit Recommendations

➢ Dental – BCBSTX (Recommended)

- BCBSTX provided the City a decrease of 2.6% on premiums with no plan design adjustments. Though there were more competitive offers from the market, BCBSTX agreed to a 1% medical premium discount (included in the medical renewal) if the City bundled medical and dental insurance. In addition, BCBSTX will provide a one-time credit on medical premiums of $36,600. With the savings generated, it is recommended for the City to renew with BCBSTX.

Cost Comparison

- Medical Insurance Renewal

Medical Insurance Premium	Total
Current Premium	$3,343,472
New Premium	$3,594,507
Increase Amount	**$251,035**

- Dental Insurance Renewal

Dental Insurance Premium	Total
Current Premium	$193,749
New Premium	$188,715
Decrease Amount	**$5,034**

Premium Contributions

- The following are three medical renewal options for premium contributions:

- Option 1 – Pass 100% of the rate increase ($251,035) on to employees

Base Plan PPO	New Premium/Month	Current EE/Month	Increase to EE/Month
Employee Only	$784.57	$0.00	$0.00
Employee + Spouse	$1,756.00	$183.06	$139.10
Employee + Children	$1,411.53	$118.15	$111.81
Employee + Family	$2,376.06	$299.91	$188.22

Buy Up Plan PPO	New Premium/Month	Current EE/Month	Increase to EE/Month
Employee Only	$863.05	$50.95	$68.36
Employee + Spouse	$1,931.80	$297.07	$153.03
Employee + Children	$1,552.86	$209.80	$123.01
Employee + Family	$2,613.91	$454.18	$207.06

Premium Contributions

- Option 2 – Pass 50% of the rate increase ($125,518) on to employees

Base Plan PPO	New Premium/Month	Current EE/Month	Increase to EE/Month
Employee Only	$784.57	$0.00	$0.00
Employee + Spouse	$1,756.00	$183.06	$69.55
Employee + Children	$1,411.53	$118.15	$55.90
Employee + Family	$2,376.06	$299.91	$94.11

Buy Up Plan PPO	New Premium/Month	Current EE/Month	Increase to EE/Month
Employee Only	$863.05	$50.95	$34.18
Employee + Spouse	$1,931.80	$297.07	$76.51
Employee + Children	$1,552.86	$209.80	$61.50
Employee + Family	$2,613.91	$454.18	$103.53

Premium Contributions

- Option 3 – Rate increase is absorbed 100% by the City
  - Total cost of $251,035 in health insurance premiums absorbed by the City in the proposed FY26 budget (currently incorporated in draft budget numbers)

Summary

➢ Insurance Renewal

- Medical increase of $251,035
- Dental changes with decrease in premium of $5,033
- Cost scenarios of passing health rate increase at 100%, 50%, 0% or others needed
- Traditional renewal occurs late June to be effective on 10/1/2025

Questions and Discussion

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number WS-2 **Agenda Date** 6/3/2025
Type Worksession
Department City Secretary

Title
Discussion of the June 3, 2025, City Council regular agenda items

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 1
Agenda Date 6/3/2025
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

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

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

Attachments

RESOLUTION R-25-5045

A RESOLUTION APPROVING COUNCIL ACTION REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JUNE 3, 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 3RD DAY OF JUNE 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** 6/3/2025
Type Announcements, Proclamations, and Presentations
Department City Secretary

Title
Proclamation in recognition of National Garden Club Month - Mayor Bobby Lindamood and Colleyville Garden Club President Janet Suedmeier

Attachments

RESOLUTION R-25-5046

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JUNE 3, 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 special City Council meeting of May 13, 2025

b. Approval of the minutes of the regular City Council meeting of May 13, 2025

c. Approval of a construction contract with Legacy Signs of Texas for the Parks Signage Improvement Project, in an amount not to exceed $195,000, a contingency amount not to exceed $20,000, a materials testing amount not to exceed $35,440, and authorizing the City Manager to execute the contract

d. Approval of a summer economic development Gift Card program with a patriotic theme

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF JUNE 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
SPECIAL MEETING MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, MAY 13, 2025

1. CALL TO ORDER

Mayor Bobby Lindamood called the Colleyville City Council Special Meeting to order on Tuesday, May 13, 2025, at 5:17 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, City Attorney Sarah Ross, and City Secretary Christine Loven.

2. RESOLUTION(S): READING AND PUBLIC HEARING

2a Resolution R-25-5041

Canvassing the results of the City of Colleyville Bond Election to determine whether the voters desire the City to issue up to $20 million in general obligation bonds to expand the current Recreation Center, located at 5008 Roberts Road

Mayor Lindamood read Resolution R-25-5041 in its entirety.

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

Mayor Lindamood thanked Colleyville residents for providing direction regarding the Colleyville Recreation Center.

Deputy Mayor Pro Tem Scotty Richardson made a motion to approve Resolution R-25-5041, seconded by Councilmember Ben Graves.

The motion was approved by the following vote:

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

3. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 5:19 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 3RD DAY OF JUNE 2025.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE
CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, MAY 13, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, May 13, 2025, at 5:32 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Captain Chuck Tinsman, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Finance Director Cassie Smith, Public Works and Parks and Recreation Director Lisa Escobedo, Assistant City Secretary Angela Fetters, City Attorney Sarah Ross, and City Secretary Christine Loven.

WS-1 Discussion of amendments to Chapter 7: Sign Regulations

Community Development Director Ben Bryner presented changes City Council may wish to consider making to the Land Development Code, Chapter 7, Sign Regulations.

There was lengthy discussion regarding the recommendations. City Council stated they would revisit the sign regulations at another time.

WS-2 Discussion of enhancements to the Northern Gateway

Assistant City Manager Mark Wood presented two options for enhancements of the Northern Gateway entry sign. City Council chose option two which is a single tree, which will be backlit with up lights.

WS-3 Discussion of the May 13, 2025, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:21 p.m. and called the Executive Session to order.

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

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

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

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

There was no action taken and Mayor Lindamood adjourned Executive Session at 6:58 p.m.

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

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

INVOCATION: Pastor Dale Molden, CrossCreek Church
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-25-5042

This resolution was not needed.

3. OATH OF OFFICE

City Secretary Christine Loven administered the oath of office to Mayor Bobby Lindamood, Brandi Elder, Councilmember, Place 1, and Mark Alphonso, Councilmember, Place 2.

4. RECEPTION FOR CITY COUNCIL MEMBERS

The meeting was recessed at 7:15 p.m. for a reception for the City Council and reconvened at 7:33 p.m.

5. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

Proclamation in recognition of National Public Works Week, May 18-24, 2025 - Mayor Bobby Lindamood and Public Works/Parks and Recreation Director Lisa Escobedo

Mayor Lindamood presented a proclamation recognizing the Colleyville Public Works Department during National Public Works Week to Public Works/Parks and Recreation Director Lisa Escobedo and the Public Works employees.

Proclamation in recognition of National Police Week, May 11-17, 2025 - Mayor Bobby Lindamood and Police Chief Michael Miller

Mayor Lindamood presented a proclamation recognizing the Colleyville Police Department during National Police Week to Chief Michael Miller and the Colleyville Police Department.

6. ELECTION OF MAYOR PRO TEM AND DEPUTY MAYOR PRO TEM

Per the City Charter and City Council Rules of Procedure, Mayor Lindamood made a motion to elect Councilmember Brandi Elder, to serve as Mayor Pro Tem, and Councilmember Scotty Richardson, to serve as Deputy Mayor Pro Tem for one year, seconded by Councilmember Raine.

The nomination and 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. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5043

7a Approval of the minutes of the regular City Council meeting of May 6, 2025

Mayor Lindamood read Resolution R-25-5043 in its entirety.

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

Mayor Pro Tem Elder made a motion to approve Resolution R-25-5043, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

8. ITEMS NOT FOR CITY COUNCIL ACTION

8a Monthly Financial Report - April 2025

Finance Director Cassie Smith provided an overview of the April financial report. She reviewed each account and noted all funds are on track and within budget, with only the Hotel Occupancy Tax being slightly lower than the previous year.

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

9a Ordinance O-25-2324

Consideration of a Special Use Permit for Massage Therapy Use on Lot 2, Block 1, Braum's/Inland Addition, located at 4508 Colleyville Boulevard, Suite B, Case ZC25-003

Mayor Lindamood read the caption of Ordinance O-25-2324.

Community Development Director Ben Bryner presented this Special Use Permit request at 4508 Colleyville Boulevard, Suite B, for a Massage Therapy Use for a new business known as Anantra Thai Massage. The massage spa will include a reception area, multiple massage rooms, a staff breakroom, and a restroom. The spa will offer various massage services including Thai massage, Swedish massage, and couples massages. The spa will employ four employees, being Licensed Massage Therapists (LMT's) and receptionists. The hours of operation will be from 9:30 a.m. - 8 p.m. Monday-Sunday. Director Bryner also noted per the previous discussion, language regarding compliance with the Texas Occupations Code has been added to the ordinance.

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

Councilmember Holt Gunderson made a motion to approve Ordinance O-25-2324, seconded by Councilmember Graves.

The motion was approved by the following vote:

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

9b Ordinance O-25-2325
Consideration of a Special Use Permit for Massage Therapy Use on Lot 1RA, Block 1, Kroger Addition, located at 4906 Colleyville Boulevard, Suite 200, Case ZC25-004

Mayor Lindamood read the caption of Ordinance O-25-2325.

Community Development Director Ben Bryner presented this Special Use Permit request at 4906 Colleyville Boulevard, Suite 200, for a Massage Therapy Use to open a new business known as High Stone Wholistic Wellness. The Colleyville location would be the second location of High Stone Wholistic Wellness if approved. The spa will offer stretch therapy, massage, facials, and other services. There will be seven rooms for spa and massage services, two restrooms, a waiting area, and a storage room. The hours of operation will be from 9 a.m. – 9 p.m. from Monday - Sunday. Director Bryner also noted per the previous discussion, language regarding compliance with the Texas Occupations Code has been added to the ordinance.

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

Councilmember Graves made a motion to approve Ordinance O-25-2325, 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.

9c Ordinance O-25-2326
Consideration of a Special Use Permit for a fence on Lot 16, Block 7, Oak Crest Hills Addition, located at 405 Oak Crest Hills Drive, Case ZC25-005

Mayor Lindamood read the caption of Ordinance O-25-2326.

Community Development Director Ben Bryner presented this Special Use Permit request, stating the applicant is requesting approval of an SUP to allow an eight-foot tall wood fence to encroach onto the required street side yard setback, along the property line. Director Bryner stated wood fences are greater than 25% opaque construction and cannot be placed within the required street side yard setback without the approval of an SUP.

Mayor Lindamood provided a recap of the City’s error and history regarding this request.

Applicant Roger Presnall, spoke regarding the fence and the history with the City. Mayor Lindamood opened the public hearing.

Speaking in support:

Thomas Joseph, 3506 Fox Meadows, and Shane Binion, 501 Hillside.

David Groves, Planning and Zoning Commission Chair, spoke regarding the Planning and Zoning Commission's recommendations.

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

There was further discussion regarding the City's responsibility to the applicant, the fence which was replaced, and a time line for the applicant to comply.

Mayor Lindamood made a motion to approve Ordinance O-25-2326 with the amendment the eight-foot cedar fence be located at the 10-foot setback, aligned with the plat build line, and if the permit is not secured and the fence building by August 21, 2025, the SUP shall expire. If the SUP expires and a new fence is not constructed, the applicant may seek reimbursement from the City of Colleyville of the $3,937.92, as expended removing the previous fence in response to an erroneous fence permit issuance, seconded by Councilmember Raine.

The motion was approved by the following vote:

Ayes: 5 – Mayor Lindamood, Mayor Pro Tem Elder, and Councilmembers Mark Alphonso, Kimberly Holt Gunderson, and Tim Raine.

Nays: 2 – Deputy Mayor Pro Tem Richardson and Councilmember Ben Graves.

9d Ordinance O-25-2327
Consideration of a Special Use Permit for a fence on Lot 1, Block 2, Arbor Estates II Addition, located at 5411 Sycamore Court, Case ZC25-008

Mayor Lindamood read the caption of Ordinance O-25-2327.

Community Development Director Ben Bryner presented this Special Use Permit request, stating the applicant is requesting approval of an SUP to allow an eight-foot tall wood fence to encroach onto the required street side yard setback, along the property line. Director Bryner stated wood fences are greater than 25% opaque construction and cannot be placed within the required street side yard setback without the approval of an SUP.

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

Mayor Pro Tem Elder made a motion to approve Ordinance O-25-2327, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

9e Ordinance O-25-2328

Consideration of a rezoning from the AG Agricultural district to R-40 Single Family Residential, on Tracts 4A2 and 4B2, 4A3 and 4B3, and 4E, Abstract 295, William E. Crooks Survey, located at 7316 John McCain Road and 116 John McCain Road, Case ZC25-006

Mayor Lindamood read the caption of Ordinance O-25-2328.

Community Development Director Ben Bryner presented this request for a rezoning from AG Agricultural to R-40 Single Family Residential to rezone the unplatted property allowing for the development of a ten home subdivision. Director Bryner reviewed the drainage plan, surrounding development, and zoning regulations.

Curtis Young, applicant, was present to answer questions of the City Council.

Deputy Mayor Pro Tem Brandi Elder and the City Council thanked Mr. Young for working with the neighbors and working within the Land Development Code.

Mayor Lindamood opened the public hearing.

Speaking in opposition:

Grady Walker, 7309 and 7301 John McCain.

Mayor Lindamood asked Mr. Young to address Mr. Walker's concerns for drainage and sidewalk concerns.

Mr. Young explained the drainage plan and stated there are no sidewalks due to there being no connectivity.

There being no others wishing to speak, Mayor Lindamood closed the public hearing.

Councilmember Raine made a motion to approve Ordinance O-25-2328, 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.

Mayor Lindamood called a recess at 9:03 p.m. and reconvened at 9:11 p.m.

9f Ordinance O-25-2329
Amending Chapter 86 (Streets, Sidewalks and Other Public Places) of the City of Colleyville Code of Ordinances by repealing and replacing Article I entitled "In General"; adopting safety restrictions for the use of electronic bicycles and electronic scooters within the City

Mayor Lindamood read the caption of Ordinance O-25-2329.

Assistant City Manager Adrienne Lothery presented this item, noting the item was discussed at two City Council Worksessions and is in response to the number of E-bikes traversing the City. She noted safety is the number one concern in proposing the Ordinance. Director Lothery stated the City's internal Traffic Safety Committee reviewed regulations adopted by other cities and worked to identify those which would be a good fit for Colleyville. In consultation with the City Attorney, several regulations had to be modified due to state law limitations on what cities can regulate.

There was discussion of private streets and parks, enforcement, and public education campaigns.

Mayor Lindamood opened the public hearing.

Wishing not to speak, but registering opposition:

Carrol Branch, 3311 Bridlewood Drive, Grapevine, and David and Natalie Westfall, 1617 Dorset Drive.

Wishing not to speak, but registering support:

Rob Logon, 6725 Alpine, and Cass Fogle, 5812 Quails Path.

The following spoke in opposition:

Tyler Rogers, 5005 Westgrove Lane, Garrett Larson, 4710 Cranbrooke Drive, Joseph Thomas, 3506 Fox Meadows Drive, Carter Dewey, 6009 Valentino Court, Kyle Hunt, 5601 Winding Trail, Frank Genco, 1104 John McCain Road, and Estellita Marquez, 4200 Inwood Lane.

The following spoke in support:

Nina Lagon, 6725 Alpine Lane, and Steven Hendrix, 1001 Cooks Court.

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

There was continued discussion of state laws, safety, speed limits, size of sidewalks and trails, and each regulation reviewed.

Councilmember Alphonso made a motion to approve Ordinance O-25-2329, with the amendment the speed on the Cotton Belt Trail be 20 mph, and removing the requirement of person identification be removed, seconded by Mayor Pro Tem Elder.

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.

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

10a Ordinance O-25-2330

Amending the Colleyville Code of Ordinances, Chapter 90, Section 90-1, adopting a residential homestead property tax exemption equal to the greater of fourteen percent (14%) of the appraised value or five thousand dollars

Mayor Lindamood read the caption of Ordinance O-25-2330.

Assistant City Manager Mark Wood presented this item. He reviewed financial scenarios which would allow the City to offer an additional homestead exemption percentage, which will help mitigate increasing property tax rate.

Mayor Lindamood opened the public hearing.

Sayeda Syed, 6705 Sapphire Circle North, spoke in favor.

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

This was a first reading with no action taken.

11. CITIZEN COMMENTS

Sayeda Sayed, 6705 Sapphire Circle N, spoke regarding code enforcement concerns.

Joseph Thomas, 3506 Fox Meadows Drive, spoke regarding the E-Bike and TAD Appraisal discussion regarding protesting the TAD appraisal.

Deryl Markgraf, 3901 Tamblewood Drive, discussion of the HOA parkway trees and the responsibilities of the individual landowners.

12. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MAY 13, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5044

This resolution was not needed.

13. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 11:22 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 3RD DAY OF JUNE 2025.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4c **Agenda Date** 6/3/2025 **Number** Resolution R-25-5046
Type Resolution
Department Engineering

Title
Approval of a construction contract with Legacy Signs of Texas for the Parks Signage Improvement Project, in an amount not to exceed $195,000, a contingency amount not to exceed $20,000, a materials testing amount not to exceed $35,440, and authorizing the City Manager to execute the contract

Explanation
Reading and Public Hearing

On September 17, 2024, the City Council approved Resolution R-24-4970, adopting the Capital Improvement Program (CIP) Fiscal Year 2025-2029. The CIP includes $150,000 for the Parks Signage Improvement Project.

The Project includes the construction, modifications, and supply of all materials and equipment for the demolition and construction of new park monument signs and park rules signage. This first phase of the project will include signage at City, Kimzey, Nature Center, and Pleasant Run Parks. Phase II will start at a later date.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on March April 6, 13, 20, and 27, 2025. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 53 plan holders, of which 14 were general contractors, 13 sub-contractors, one architect, two engineers, three suppliers, eight others, two plan rooms, eight manufacturers, and one owner.

The City received four sealed bids, which were opened and publicly read aloud on May 8, 2025.

Financial Impact
The funding sources for this project is the CEDC Fund.

Recommendation
Approve

Attachments

1. Bid Tabulation
2. Construction Services Agreement
3. Geotechnical Quote

City of Colleyville - Parks Signage Replacement Phase 1

ID: PAR-2025-002

Item	Description	Unit	Quantity	Legacy Signs of Texas	Total	T.F. Harper & Associates	Total	Odigo Services LLC	Total	SSC Signs & Lighting	Total
GENERAL CONDITIONS											
1	Mobilization, Insurance, and Bonds in accordance with City of Colleyville Standards and Specifications, for the sum of:	LS	1.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00	$50,000.00	$50,000.00	$5,950.00	$5,950.00
Sub Totals					$6,000.00		$10,000.00		$50,000.00		$5,950.00
A - CITY PARK SIGN IMPROVEMENTS											
2	Demo of existing Monument Sign and installation of new sign according to A0.1, and A1.0, including all incidentals, in accordance with City of Colleyville Standards and Specifications:	LS	1.00	$31,910.00	$31,910.00	$43,444.00	$43,444.00	$39,664.00	$39,664.00	$45,549.00	$45,549.00
3	Demo of existing Parks Rules Signage and installation of new signs according to A1.0 and A0.0, including all incidentals, in accordance with City of Colleyville Standards and Specifications:	EA	4.00	$8,955.00	$35,820.00	$9,238.00	$36,952.00	$9,594.00	$38,376.00	$15,682.00	$62,728.00
Sub Totals					$67,730.00		$80,396.00		$78,040.00		$108,277.00
B - KIMZEY PARK SIGN IMPROVEMENTS											
4	Demo of existing Monument Sign and installation of new sign according to A0.1 and A1.0, including all incidentals, in accordance with City of Colleyville Standards and Specifications:	LS	1.00	$12,025.00	$12,025.00	$20,405.00	$20,405.00	$17,380.00	$17,380.00	$21,113.00	$21,113.00

Item	Description	Unit	Quantity	Legacy Signs of Texas	Total	T.F. Harper & Associates	Total	Odigo Services LLC	Total	SSC Signs & Lighting	Total
5	Demo of existing Parks Rules Signage and installation of new signs according to A1.0 and A0.0, including all incidentals, in accordance with City of Colleyville Standards and Specifications:	EA	2.00	$8,955.00	$17,910.00	$11,070.00	$22,140.00	$10,464.00	$20,928.00	$15,891.00	$31,782.00
Sub Totals					$29,935.00		$42,545.00		$38,308.00		$52,895.00
C - NATURE CENTER PARK SIGN IMPROVEMENTS											
6	Demo of existing Monument Sign, Walls, Columns, and Fencing and installation of new monument sign, and stone walls, according to A0.1 and A1.0. Including all incidentals, in accordance with City of Colleyville Standards and Specifications:	LS	1.00	$44,323.00	$44,323.00	$61,690.00	$61,690.00	$49,468.00	$49,468.00	$107,525.00	$107,525.00
7	Demo of existing Parks Rules Signage and installation of new signs according to A1.0 and A0.0, including all incidentals, in accordance with City of Colleyville Standards and Specifications:	EA	2.00	$8,955.00	$17,910.00	$11,051.00	$22,102.00	$15,739.00	$31,478.00	$15,891.00	$31,782.00
Sub Totals					$62,233.00		$83,792.00		$80,946.00		$139,307.00
D - PLEASANT RUN PARK SIGN IMPROVEMENTS											
8	Demo of existing Monument Sign and installation of new sign according to A0.1, and A1.0, including all incidentals, in accordance with City of Colleyville Standards and Specifications:	LS	1.00	$11,192.00	$11,192.00	$21,526.00	$21,526.00	$17,634.00	$17,634.00	$21,106.00	$21,106.00

Item	Description	Unit	Quantity	Legacy Signs of Texas	Total	T.F. Harper & Associates	Total	Odigo Services LLC	Total	SSC Signs & Lighting	Total
9	Demo of existing Parks Rules Signage and installation of new signs according to A1.0 and A0.0, including all incidentals, in accordance with City of Colleyville Standards and Specifications:	EA	2.00	$8,955.00	$17,910.00	$11,016.00	$22,032.00	$11,638.00	$23,276.00	$12,977.00	$25,954.00
Sub Totals					$29,102.00		$43,558.00		$40,910.00		$47,060.00
Grand Total					**$195,000.00**		**$260,291.00**		**$288,204.00**		**$353,489.00**

CONSTRUCTION SERVICES AGREEMENT
PARKS SIGNAGE REPLACEMENT PHASE 1
(Bid #PAR-2025-002)

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Parks Signage Replacement Phase 1 (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

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

Section 3. Contract Documents

(a) This Agreement is a part of the "Contract Documents", which include:

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #PAR-2025-002;
(3) City's written notice(s) to proceed to the Contractor;
(4) Properly authorized change orders;
(5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
(6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City’s election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City’s audit, examination, or inspection of Contractor’s Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor’s Records for

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed TWO HUNDRED AND FIFTEEN THOUSAND DOLLARS ($215,000.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or

subcontactors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

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

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

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

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is one hundred twenty (120) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred twenty (120) calendar days following the date of City's written notice to proceed to Contractor.

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

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may

otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to $1,000.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

(1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete

the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

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

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

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

(1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or

(2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY

CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

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

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and

made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City:	For Contractor:
CITY OF COLLEYVILLE, TEXAS By:_____ Jerry Ducay City Manager Date:_____	LEGACY SIGNS OF TEXAS By:_____ Roger Chung CEO Date: _____
Notice Address: City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By:_____ Christine Loven City Secretary Date:_____	Notice Address: Legacy Signs of Texas Attn: Roger Chung, CEO 7923 E McKinney St Denton, Texas 76208 E: roger@legacysignsoftexas.com

GovDox Colleyville Contract ID:
CSA_ED_June 3, 2025_Rev20230112

May 28, 2025
Proposal No.: P25-0562C

Mr. Elijah Dorminy
City of Colleyville
100 Main Street
Colleyville, Texas 76034

Subject: Construction Materials Testing Services
Colleyville Park Signage
Colleyville, Texas

Dear Mr. Dorminy:

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand we have been selected based on the Professional Services Procurement Act.

PROJECT INFORMATION

Based on our review of the project plans, we understand that the project will consist of the following:

- Park Sign Foundations
  - Park Sign Foundations at Four Park Locations:
    - City Park
    - Kimzey Park
    - Nature Center
    - Pleasant Run Park

SCOPE OF SERVICES

The following scope of services is based our review of project documents dated 3-6-25, and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Inspections and Testing for Concrete Construction

- Perform reinforcing steel inspection prior to concrete placement (generally the same day unless scope of pour deemed too large by AGG) for conformance with project plans and reviewed shop drawings
- During concrete pours, for each intended use, AGG shall sample concrete from the first concrete truck on each day of concrete pouring and a minimum of one truck every 150 cubic yards thereafter.
- Perform testing and inspections during concrete placements, which will include:

  - collect a copy of the batch ticket and verify mix design matches reviewed submittal
  - collect a sample in accordance with ASTM C172
  - perform slump test in accordance with ASTM C143
  - perform air content test in accordance with ASTM C231 or ASTM C173
  - perform unit weight test in accordance with ASTM C138
  - record concrete temperature in accordance with ASTM C1064
  - fabricate cylinders molded and standard-cured in accordance with ASTM C31; either four 6" x 12" or five 4" x 8"
  - perform compression testing in accordance with ASTM C39

Inspections and Testing for Masonry Construction

- Perform testing for structural masonry work, which will include:

  - During the first day of masonry work, AGG to observe mason mixing first batches of mortar and grout, verifying:
    - Ingredients consistent with reviewed mix submittals
    - Volumetric proportions are consistent with the reviewed mix submittals
    - Containers of known volume are used when batching
  - Once every 5,000 square feet of structural masonry construction:
    - Inspect horizontal and vertical reinforcing
    - Inspect grout spaces
    - Sample grout and fabricate a set of six (6) grout prisms and test in accordance with ASTM C1019
    - Perform slump determination

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of $35,440.00.** The invoicing for this project will use the attached Fee Schedule **and *the actual quantity of work performed*.** The estimated budget will not be exceeded without prior approval. City of Colleyville and Alliance Geotechnical Group may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

ALLIANCE GEOTECHNICAL GROUP

Please indicate your approval of the proposal and the Alliance Geotechnical Group's General Conditions by signing below acceptance form and returning. Any modifications of the attached language must be accepted by both parties.

We appreciate the opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of our proposal, please call us. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,
Alliance Geotechnical Group

Josh Davis, M.Eng., S.E.T
Branch Manager

Attachments: Fee Schedule
Estimated Quantities
Acceptance Form
Remarks
Alliance Geotechnical Group General Conditions

ALLIANCE GEOTECHNICAL GROUP

CME
ACCEPTANCE FORM

Date:	May 28, 2025	AGG Cost Estimate No:	P25-0562C
Project Name:	Colleyville Park Signage	CME Estimate: $	35,440.00
Project City:	Colleyville, Texas		

Highlighted Areas Must Be Filled Out

CLIENT: _____ ATTN: _____
ADDRESS: _____ EMAIL: _____
CITY/STATE/ZIP: _____ PHONE/FAX: _____
OWNER OF PROPERTY: _____
ADDRESS: _____ CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____
PROJECT COUNTY: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.
No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under $1,000.00, written authorization must be received prior to the start of work and payments must be received before reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: _____
Signature Title Date

Accounts Payable Contact:
Name: _____ Phone: _____ Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technician's time ticket upon completion of our daily work:_____
If no names are provided it will be understood no authorized field representative signature was required.

REPORT DISTRIBUTION

FIRM	CONTACT NAME	EMAIL

ALLIANCE GEOTECHNICAL GROUP

REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for "RUSH" Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional copies to individuals not listed on acceptance form whether physically or electronically, will be billed at administrative rate. Additional physical copies will be billed at a rate of $.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O. Field density testing will be charged at a minimum of 3 tests per trip.

All reports are available on line via user log in at https://alliancerpts.agileframe.net/

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule call made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want Alliance to guarantee a technician on site at the desired time. Dispatch phone number is 817-595-4565. Note: You must reference Alliance's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation – If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of $300.00 charge or 1% of contract price plus $50.00, whichever is greater.

Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under $1000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroscan work must be paid prior to work or upon arrival to site to perform the work.
PLEASE NOTE: In keeping OSHA Safety regulation, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

AGG Proposal No.: P25-0562C

5/28/2025

Cost Estimate
Construction Materials Engineering & Testing Services for Colleyville Park Signage

Description	Procedure / Bill Code	Units	Quantity	Unit Price	Total
Concrete					
Concrete Technician	1000	hour	68	$ 60.00	$ 4,080.00
Concrete Technician Overtime	1001	hour		$ 90.00	$ -
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	68	$ 30.00	$ 2,040.00
Concrete Cylinder Pick Up	1008	lump sum	17	$ 225.00	$ 3,825.00
Vehicle Trip Charge	1322	trip	17	$ 60.00	$ 1,020.00
Reinforcing Steel					
Reinforcing Steel Inspection	1100	hour	68	$ 70.00	$ 4,760.00
Reinforcing Steel Inspection Overtime	1101	hour		$ 105.00	$ -
Vehicle Trip Charge	1322	trip	17	$ 60.00	$ 1,020.00
Masonry					
Masonry Inspection	1500	hour	68	$ 70.00	$ 4,760.00
Masonry Inspection Overtime	1501	hour		$ 105.00	$ -
Sampling and Testing Grout (Grout Prisms)	ASTM C1019	each	102	$ 45.00	$ 4,590.00
Concrete Cylinder Pick Up	1008	lump sum	17	$ 225.00	$ 3,825.00
Vehicle Trip Charge	1322	trip	17	$ 60.00	$ 1,020.00
Personnel					
Senior Project Manager	1306	hour	30	$ 150.00	$ 4,500.00
Geotechnical Engineer	1303	hour		$ 185.00	$ -
		TOTAL			***$ 35,440.00***

Alliance Geotechnical Group, Inc.
GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Alliance Geotechnical Group, Inc., a Texas corporation, doing business as Alliance Geotechnical Group ("Alliance") shall include said company, its particular division, subsidiary or affiliate performing the work. "Work" means the specific engineering design, geotechnical, environmental, or other service(s) performed by Alliance for client as set forth in Alliance's proposal or at client's direction. "This agreement" consists of Alliance's proposal or work order, Alliance's Schedule of Fees, client's written acceptance thereof if accepted by Alliance, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Alliance. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "client" also includes the principal for whom the work is being performed. Prices quoted and charged by Alliance for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that Alliance is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client assumes, and agrees to indemnify Alliance from all third-party liabilities, and shall communicate these General Conditions to each and every third party to whom client transmits any part of Alliance's work product(s). Alliance shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from Alliance shall constitute acceptance of the terms of this agreement.

2. RESPONSIBILITY: Work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction, nor evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically required in the scope of work. Alliance's work or failure to perform same shall not in any way excuse client or any contractor, subcontractor or supplier from performance of its responsibilities in accordance with this agreement or the contract documents.

3. OWNERSHIP OF DOCUMENTS: All documents including Drawings, Reports, and Specifications prepared or furnished by Alliance's independent professional associates and consultants are instruments of service and Alliance shall retain an ownership and property interest therein. Any reuse without written verification, is strictly forbidden and any adaptation by Alliance for the specific purpose intended will be at Client's sole risk.

4. OPINIONS OF COST: As Alliance has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Alliance.

5. HAZARDOUS MATERIALS: Alliance's work may include limited visual observation, laboratory analyses or physical testing of samples of subsurface and other materials for the purpose of detection, quantification, or identification of the extent, if any, of contamination of subsurface soils or ground water by "hazardous materials", defined elsewhere in this agreement, or being those materials defined as such by RCRA, 42 USC or those identified as such by a state or the Federal EPA, as more specifically stated in Alliance's proposal. Nothing contained within this agreement shall be construed or interpreted as requiring Alliance to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA or within any Federal or State statute or regulation governing the generation, handling, transport, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

6. SCHEDULING OF WORK: The work as set forth in Alliance's proposal will be accomplished in a timely and workmanlike manner by Alliance personnel. If Alliance is required to delay any part of its work to accommodate the requests or requirements of client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of Alliance, additional charges may apply, which client agrees to pay.

7. SITE ACCESS, RESTORATION, & DUTY TO NOTIFY: Client will arrange and provide access to each site upon which it will be necessary for Alliance to perform its work. In the event work is required on any site not owned by client, client represents and warrants to Alliance that client has obtained all necessary permissions for Alliance to enter upon the site and conduct its work. Client shall, upon request, provide Alliance with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Alliance. Any work performed by Alliance to obtain permission to enter upon and do work on the lands of others as well as any work performed by Alliance pursuant to this agreement shall be deemed as being done on behalf of client and client agrees to assume all risks thereof. Alliance shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, Alliance has not included in its fee the cost of restoration of damage which may occur. If client or the possessor of any interest in any site desires or requires Alliance to restore site to its former conditions, upon written request of client, Alliance will perform such additional work as is necessary and client agrees to pay Alliance the cost thereof plus Alliance normal mark-up for overhead and profit. Alliance shall be under no obligation to inform other parties of its activities or discoveries, but shall not be held liable, even if negligent in doing so. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against client and/or others.

8. CLIENT'S DUTY TO NOTIFY ALLIANCE: Client represents and warrants that he has advised Alliance of any known or suspected hazardous materials, utility lines, underground or overhead structures, and pollutants at any site at which Alliance is to do work hereunder, and unless Alliance has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ALLIANCE FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES, ("DAMAGES") INCLUDING REASONABLE ATTORNEYS FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO ALLIANCE'S PERFORMANCE OF ITS WORK AND RESULTING FROM OR CAUSED BY CONTACT WITH SUBSURFACE OR LATENT OBJECTS, STRUCTURES, LINES OR CONDUITS WHERE THE ACTUAL OR POTENTIAL PRESENCE AND LOCATION THEREOF WAS NOT REVEALED TO ALLIANCE BY CLIENT REGARDLESS OF WHETHER OR NOT SUCH DAMAGES ARE THE RESULT OF ALLIANCE'S NEGLIGENCE IN WHOLE OR IN PART.

9. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from observation, analysis and testing of sample materials shall be reported on boring logs or other test reports and may be considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgement and shall not be construed as a representation of fact. Ground water levels and composition may vary due to seasonal and climatic changes and extrinsic conditions and, unless sampling and testing are conducted over an extended period of time, pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of inspection do not in fact exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated. Because the risks set forth in this paragraph may be unavoidable and because the sampling techniques to be employed are a necessary aspect of Alliance's work on client's behalf, client agrees to assume these risks.

10. DISCOVERY OF UNANTICIPATED POLLUTANTS: The discovery of certain pollutants may make it necessary for Alliance to take immediate measures to protect health and safety. Client agrees to reimburse reasonable cost of implementing such measures under the circumstances. Alliance agrees to notify client as soon as practically possible should such pollutants be suspected or discovered.

11. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by client. Samples removed by Alliance for laboratory testing will, upon completion of testing, be disposed by the laboratory in an approved manner or returned to the site for disposal by others.

12. WARRANTY: Alliance's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services Alliance will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. THIS IS IN LIEU OF ALL WARRANTIES OR OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN ALLIANCE REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

IF ALLIANCE OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ALLIANCE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE 100% OF THE FEE PAID TO ALLIANCE FOR ITS WORK PERFORMED HEREUNDER.

CLIENT HEREBY RELEASES ALLIANCE FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF ALLIANCE'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

13. INDEMNITY: Subject to the foregoing limitations, Alliance agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Alliance's negligence to the extent of Alliance's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against Alliance, the party initiating such action shall pay to Alliance the costs and expenses incurred by Alliance to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Alliance shall prevail in such suit. The general liability coverage's are on a primary and non-contributory basis.

14. PAYMENT: Client shall be invoiced periodically for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay Alliance's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Alliance shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein Alliance waives any rights to a mechanic's lien, or any provision conditioning Alliance's right to receive payment for its work upon payment to client by any third party. These general conditions are notice as may be required pursuant to the Texas Property Code or otherwise, where required, that Alliance shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Alliance from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

15. TERMINATION: This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, Alliance shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the Alliance Rate Schedule of Budget Schedule.

16. WITNESS FEES: Alliance's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Alliance at a rate two times Alliance's then current fee schedule plus all expenses incurred for any Alliance employee subpoenaed by any party as an occurrence witness as a result of Alliance's work.

17. ENTIRE AGREEMENT, TITLES, AND CONROLLING LAW: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as establishing or limiting the meaning of the provisions contained herein. This agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Dallas County, Texas.

18. MEDIATION: In an effort to resolve any conflicts that arise during the design or construction of the project, or following the completion of the project, or in any regard to the work Alliance provides, the Client and Alliance agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Alliance further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

19. CERTIFICATION STATEMENTS: Any "certification statement" as a result or conclusion of Alliance's services, as may be requested by the Client or third parties for legal, loan, real estate, and other purposes, will be provided upon request, at additional charge, at the sole discretion of Alliance, unless specifically agreed to otherwise in writing. In providing such a "certification", Alliance will state only what, in its professional opinion, is reasonably supported by available data and related analyses. When "certification statements" are provided by Alliance, standardized language (if requested to be used by the Client, its agents, or third parties) will be modified by Alliance as necessary, at its sole discretion. Refusal by Alliance to use certain standardized language, words, and phrases in "certification statements" shall neither constitute incomplete services by Alliance, nor relieve Client of its obligation to compensate Alliance in full for services provided hereunder.

20. CONTINUITY OF SERVICES: Alliance shall not be responsible for implementation of its geotechnical recommendations if not retained to adequately field verify same during construction.

Revised February 17, 2016 – Alliance Geotechnical Group, Inc., a Texas corporation

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 4d **Agenda Date** 6/3/2025 **Number** Resolution R-25-5046
Type Resolution
Department City Secretary

Title
Approval of a summer economic development Gift Card program with a patriotic theme

Explanation
Reading and Public Hearing

This agenda item provides for approval of another economic development gift card program for Summer 2025 with a patriotic theme. With City Council approval, the gift cards will be distributed one time in late June and must be used by August 31, 2025. Cards with a value of $35 will be mailed to all households in Colleyville. Similar to previous cycles of the City's gift card program, a $50 Colleyville Cares gift card will also be printed, to be shared with those in need or those with an immediate family member actively serving in the military. The distribution of these cards is handled in partnership with the Ministerial Alliance.

Financial Impact
Funding for this economic development program is funded by the TIF.

Recommendation
Approve

Attachments

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 5a **Agenda Date** 6/3/2025 **Number** Ordinance O-25-2330
Type Ordinance
Department Finance

Title
Amending the Colleyville Code of Ordinances, Chapter 90, Section 90-1, adopting a residential homestead property tax exemption equal to the greater of fourteen percent (14%) of the appraised value or five thousand dollars

Explanation
Second Reading and Public Hearing

There was one citizen who spoke in favor of this item at the May 13, 2025, City Council meeting.

First Reading and Public Hearing

This ordinance proposes an increase to the current residential homestead property tax exemption for the City of Colleyville. This exemption aims to provide tax relief for our homeowners by allowing them to exempt the greater of fourteen percent (14%) of their appraised home value or five thousand dollars ($5,000) from property taxes. This measure is part of the City's ongoing efforts to support residents by reducing their property tax burden.

The impact on commercial properties has been thoroughly considered and is expected to be nominal. The proposed exemption will be built into the budget for the fiscal year 2026 and beyond, aligning with our financial planning and ensuring the City can continue to provide essential services without disruption.

This ordinance, and its financial impact, was discussed during the Council Worksession on May 6, and the proposed exemption of 14% for this year is designed to be both beneficial and manageable for the City’s finances. It is crucial to adopt this measure now to meet the Tarrant Appraisal District (TAD) deadline of July 1.

If a taxpayer already has a homestead exemption, they will not need to reapply to benefit from this new exemption. This proposed increase of seven percent (7%) to fourteen percent (14%) will remain in effect until amended by the Council. The max allowable exemption is twenty percent (20%).

Financial Impact
Adoption of this residential homestead property tax exemption is expected to have a negligible effect on commercial properties while providing targeted and important relief

to residential homeowners.

Recommendation
Approve

Attachments
1. Homestead Exemption Ordinance Presentation
2. Ordinance O-25-2330

Homestead Exemption Ordinance – Second Reading

City Council Meeting
June 3, 2025

Homestead Exemption - Defined

- What is it?
  - A homestead exemption reduces the taxable value of your primary residence. It can be partial or total, depending on guidelines set by local taxing units.
- Legal Authority
  - Per Section 11.13(n) of the Tax Code, taxing units may adopt a local option homestead exemption up to 20% of a property's appraised value, with a minimum dollar value of $5,000.

Homestead Exemption - Comparison

2024 Tax Year - Tax Rate & Exemptions				
	2024 Tax Rate	Homestead Exemption (%)	Senior Exemption	Disability Exemption
Bedford	$ 0.495726	No	Yes	No
Colleyville	$ 0.276204	7%	Yes	Yes
Euless	$ 0.446700	20%	Yes	No
Grapevine	$ 0.241165	20%	Yes	Yes
Hurst	$ 0.591324	20%	Yes	Yes
Keller	$ 0.291120	20%	Yes	Yes
North Richland Hills	$ 0.489389	20%	Yes	Yes
Southlake	$ 0.305000	20%	Yes	Yes

Homestead Exemption – Proposal

- Proposal
  - Increase 7% (7% to 14%) Homestead Exemption for tax year 2025 for taxes due January 2026
  - This proposal will be built into the FY 2025/26 Budget

- Why Homestead?
  - Tax Burden Distribution:
    - By implementing a 14% homestead exemption, the tax burden is shifted more towards non-homestead and commercial properties within the city, thereby easing the financial impact on our residents' primary residences
  - Targeted Relief for Residents:
    - The homestead exemption specifically provides financial relief to homeowners, directly benefiting our community members by reducing their property tax bills.
  - Budget Strategy
    - Create additional property tax revenue while not burdening the residential homeowner

Financial Impact – Homestead

Projected Total City Tax Bill	Residential[1]	Commercial[2]
Homestead (7%)	$ 2,032	$ 2,762
Homestead (14%)	$ 2,030	$ 2,984
Difference	**$ (2)**	**$ 222**
Revenue created	**$1M**	
Difference	**($150)**	**$ 222**
Revenue created	**$0**	

Eligible residential taxpayers would save approximately $2 on average in the 2025 tax year with the increased homestead exemption.

Note: A negative value indicates a reduction in the tax amount due.
[1] – Based on an average residential taxable value of $791,021 in Colleyville, per TAD for 2025.
[2] – Commercial example with a taxable value of $1,000,000.

Homestead Exemption - Application

- Apply for the Homestead Exemption through the Tarrant Appraisal District (TAD)
- If you already have the homestead exemption for your school district taxes, there is no need to reapply
- If you already have the homestead exemption from last year, there is no need to reapply
- How to apply
  - Visit www.tad.org/forms/homestead-exemption to access the application form.
  - There is no fee to file a homestead exemption.
  - TAD can be contacted at 817-284-0024.
- Required Documents
  - You will need to submit a copy of your Texas driver's license or personal identification certificate.
  - Ensure that the address on your Texas ID matches the address of the homestead property

Homestead Exemption – Implementation

- Next Steps:
  - Ordinance presented on May 13, 2025 and June 3, 2025
  - File with TAD by July 1, 2025
  - Property tax rate/revenue discussion in July
  - Property tax rate/revenue adopted in September

Homestead Exemption Ordinance – Second Reading

City Council Meeting
June 3, 2025

ORDINANCE O-25-2330

AMENDING THE COLLEYVILLE CODE OF ORDINANCES, CHAPTER 90, SECTION 90-1, ADOPTING A RESIDENTIAL HOMESTEAD PROPERTY TAX EXEMPTION EQUAL TO THE GREATER OF FOURTEEN PERCENT OF THE APPRAISED VALUE OR FIVE THOUSAND DOLLARS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville desires to adopt a residence homestead exemption pursuant to the Texas Constitution and V.T.C.A., Tax Code § 11.13 (n), in an amount equal to the greater of fourteen percent (14%) or five thousand dollars ($5,000.00) of the appraised value of the residence homestead beginning tax year 2025 and continuing thereafter provided such person qualifies and makes timely application for the exemption in accordance with the Texas Property Tax Code; and

WHEREAS, the City Council finds that adoption of the foregoing residence property tax exemption promotes the health, safety, and welfare of the community by providing residential homeowners necessary relief from the increasing burden of ad valorem taxes on residential properties within the City.

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

Sec. 1. THAT the above findings are hereby found to be true and correct, and are incorporated in their entirety into this ordinance as if written herein.

Sec. 2. THAT from and after the effective date of this ordinance, Chapter 90, Section 90-1, (a) Residential homestead exemption is amended in part, to read as follows:

"**Sec. 90-1. Homestead exemptions.**

(a) *Residential homestead exemption.* Pursuant to the Texas Constitution and Section 11.13 (n) of the Texas Property Tax Code, the greater of fourteen percent (14%) or five thousand dollars ($5,000.00) of the appraised value of the residence homestead of an individual shall be exempt from City ad valorem taxes beginning tax year 2025, and continuing thereafter, provided such person qualifies and

makes application for the exemption in accordance with the Texas Property Tax Code."

Sec. 3. THAT this ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Colleyville, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

Sec. 4. 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. 5. 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 13th day of May 2025.

The second reading and public hearing being conducted on the 3rd day of June 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 3RD DAY OF JUNE 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:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Sarah Ross
City Attorney

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 6a **Agenda Date** 6/3/2025 **Number** Ordinance O-25-2331
Type Ordinance
Department Community Development

Title
Consideration of a Special Use Permit for an accessory dwelling on Tract 3, Abstract 211, BBB & C RY Survey, located at 5508 Reagan Road, Case ZC25-007

Explanation
First Reading and Public Hearing

Shane Donovan, the applicant, has submitted a request for a Special Use Permit (SUP) for an accessory dwelling on Tract 3, Abstract 211, BBB & C RY Survey, being approximately 1.34 acres, and zoned R-40 Single Family Residential. The SUP request is to allow for an existing accessory building that is 875 s.f. to be converted into an accessory dwelling.

Existing Conditions/Background: The subject property, 5508 Reagan Road, resides on the southwest side of Reagan Road and has R-40 Single Family Residential zoning. The property has an existing single-family home and an accessory building.

SUP Request: The applicant is requesting approval of an SUP to allow for an accessory dwelling.

Ordinance – Section 3.27 Accessory Buildings and Residential Carport Regulations of the Land Development Code establishes the maximum size and number of accessory buildings to be permitted by staff on a residential lot:

"2. Maximum Size and Number of Buildings:

a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed four percent (4%) of the aggregate area of the lot. Exemption: Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings.

b. Accessory dwellings allowed by the Land Development Code shall be limited in size to be no more than the most restrictive of the following:
1. Fifty percent (50%) of the primary structure;
2. The maximum allowed square footage for accessory buildings on the lot; or
3. No more than twelve hundred (1,200) square feet"

Special Use Permit Provision: Any request for a building permit for an accessory dwelling in the R-40 zoning district shall only be authorized after approval of a SUP by the City Council using the procedures contained elsewhere in this Land Development Code.

Analysis: The applicant is requesting an SUP that would allow for an 875 s.f. accessory dwelling. The request would allow for the conversion of an existing accessory building that is currently used as a storage shed into an accessory dwelling. According to the applicant, the dwelling unit would be utilized as a part-time residence for the parent of the property owner. The accessory dwelling complies with the size and setback requirements of the Land Development Code.

Plat Status: The property is unplatted as Tract 3, Abstract 211, BBB & C RY Survey.

DRC Review: The DRC reviewed the request during their April 21, 2025, meeting and determined the case would be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north, east, and west are zoned R-40 Single Family Residential and improved with single-family homes. The property to the south is located in the Extraterritorial Jurisdiction (ETJ) of Hurst, TX.

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

Staff Recommendation: Staff recommends approval of the request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their May 12, 2025 meeting by a vote of 7-0.

Attachments

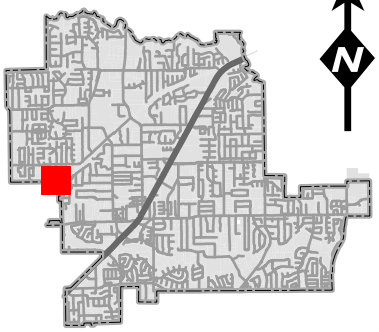
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan Exhibit
5. Floor Plan Exhibits
6. Elevations Exhibits
7. Notification Letter
8. Notification List
9. Notification Map
10. Ordinance O-25-2331

Aerial Map

CITY OF COLLEYVILLE TEXAS

ZC25-007

5508 Reagan Road



Subject Property

DISCLAIMER:
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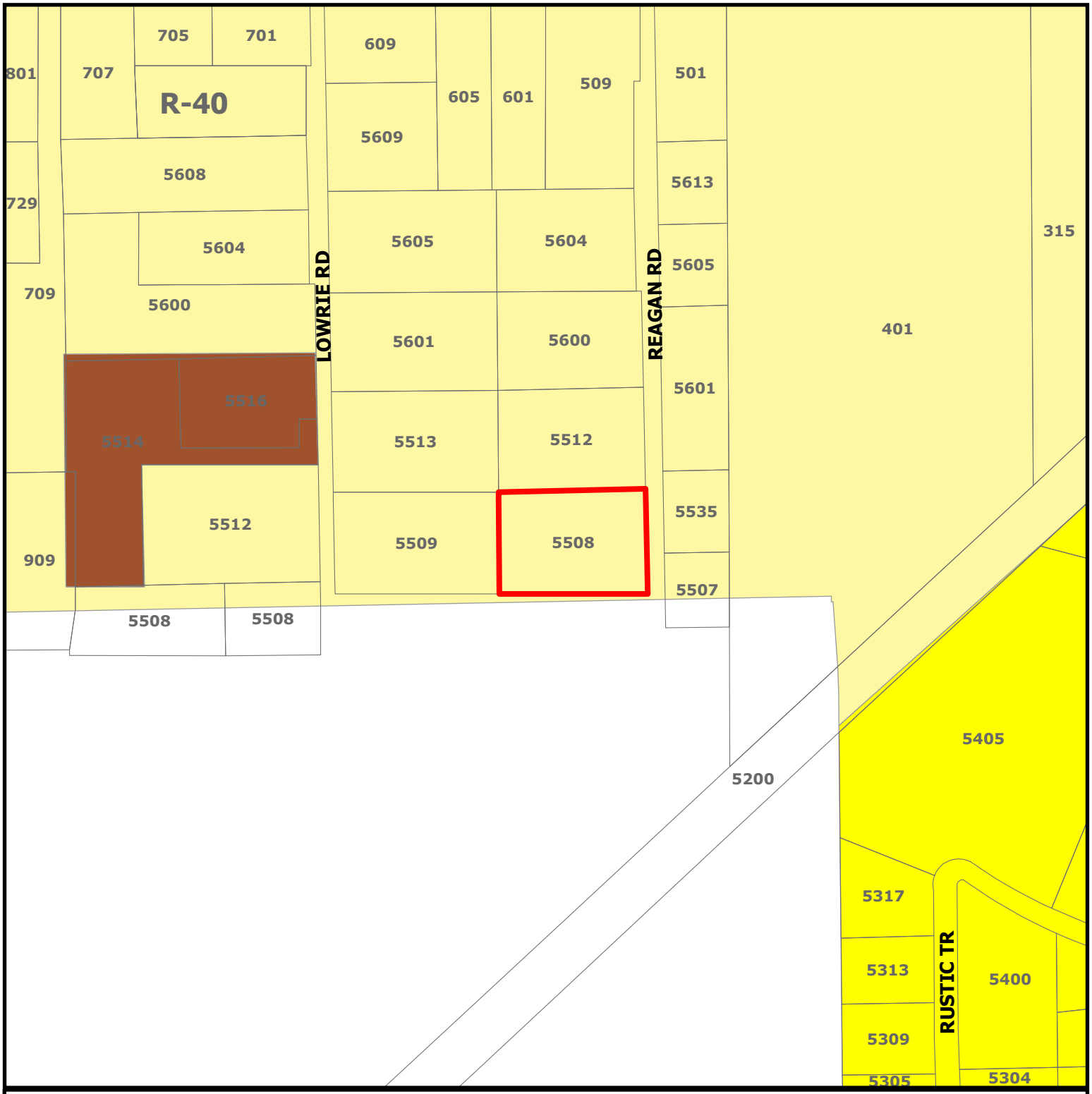
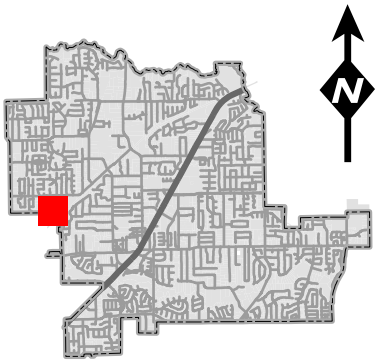
Zoning Map



CITY OF COLLEYVILLE TEXAS

ZC25-007

5508 Reagan Road



Subject Property

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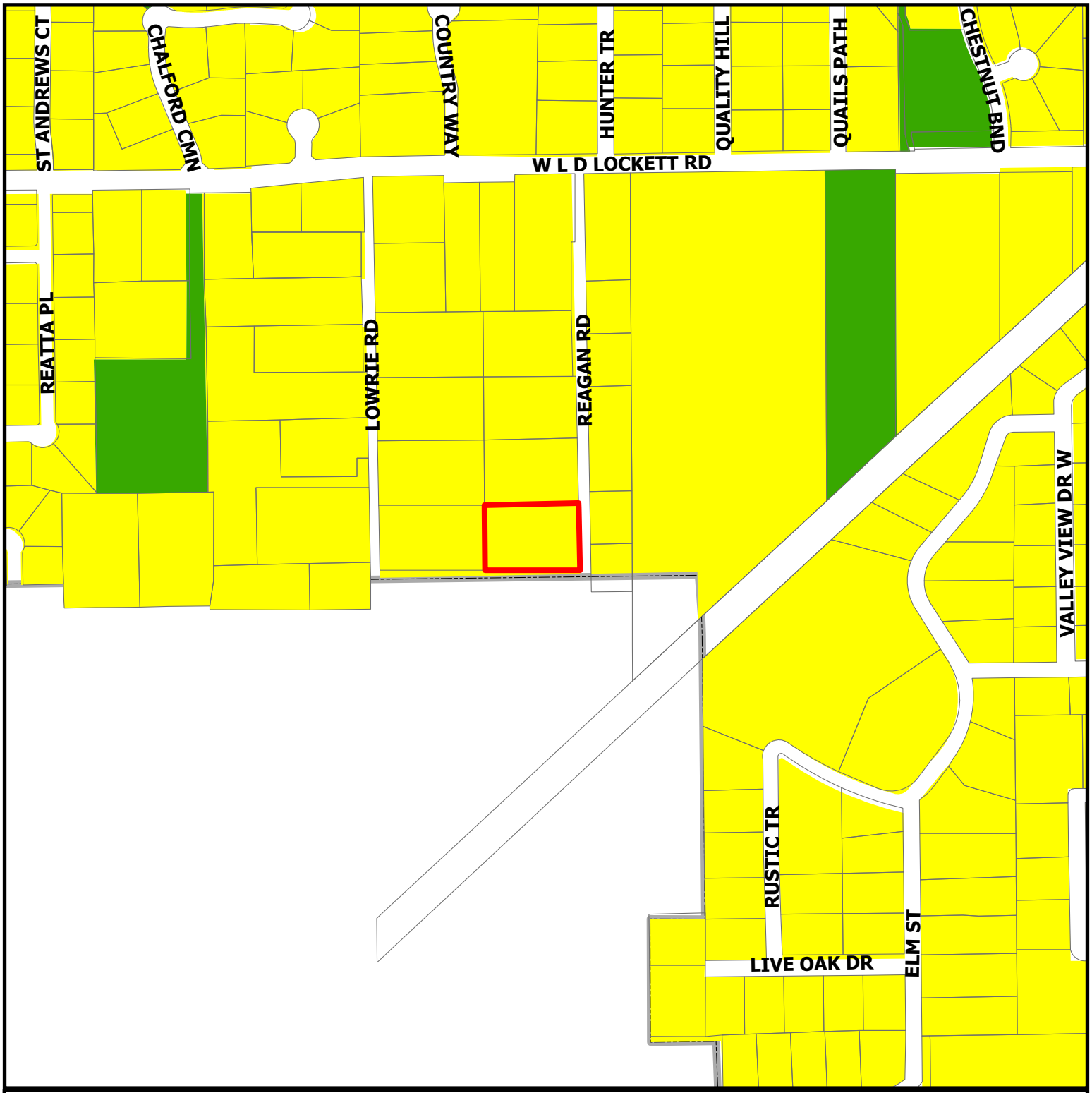
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

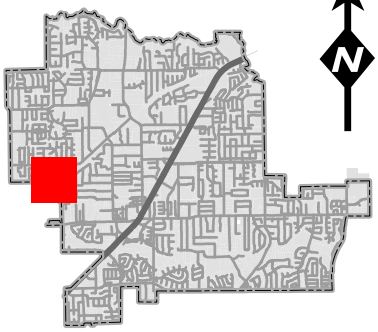
ZC25-007

5508 Reagan Road

Residential

Open Space; Parks

Subject Property



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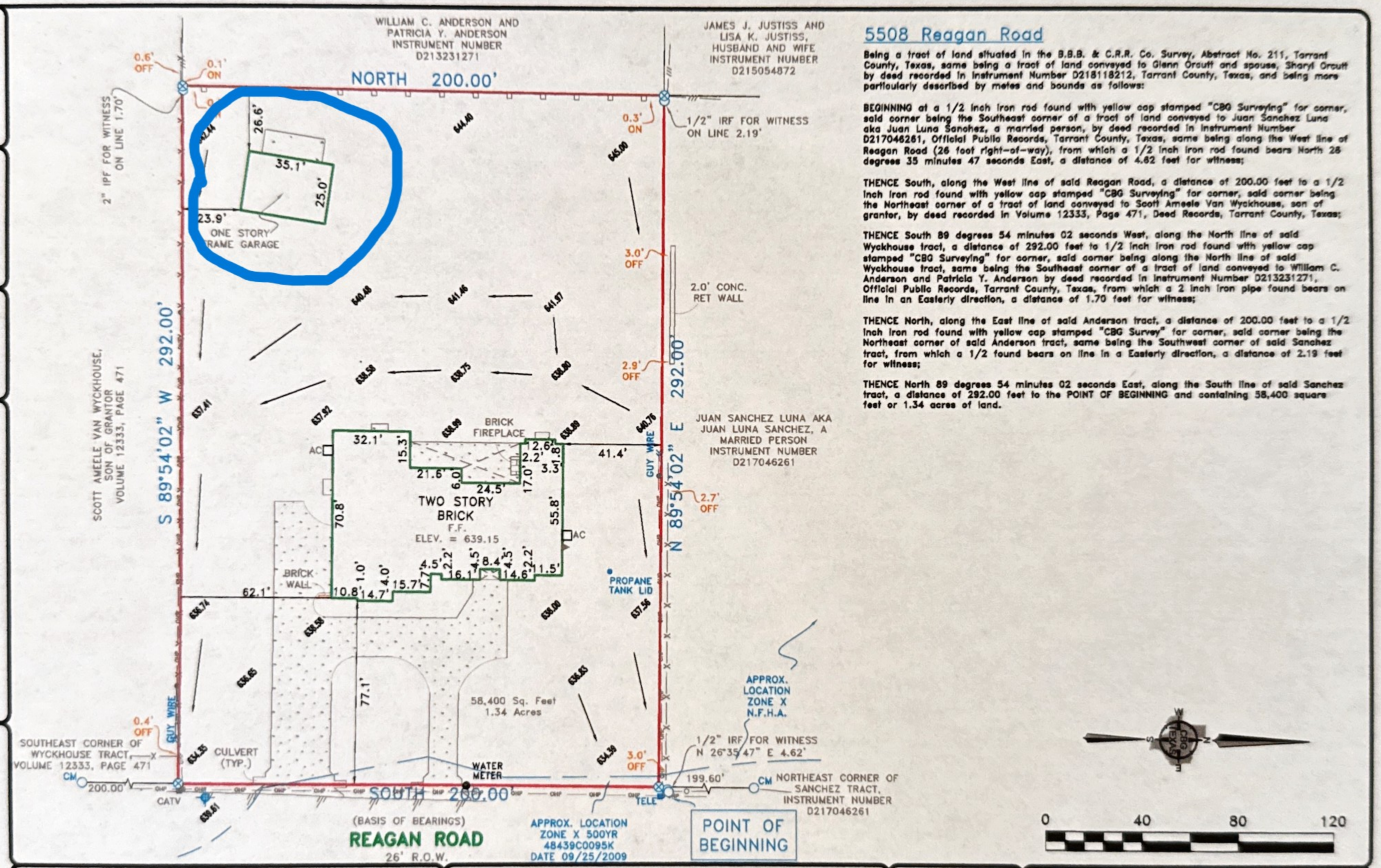
CBG SURVEYING TEXAS LLC

DFW - Houston - East Texas - Austin - San Antonio



5508 Reagan Road

Being a tract of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract No. 211, Tarrant County, Texas, same being a tract of land conveyed to Glenn Orcutt and spouse, Sharyl Orcutt by deed recorded in Instrument Number D218118212, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found with yellow cap stamped "CBG Surveying" for corner, said corner being the Southeast corner of a tract of land conveyed to Juan Sanchez Luna aka Juan Luna Sanchez, a married person, by deed recorded in Instrument Number D217046261, Official Public Records, Tarrant County, Texas, same being along the West line of Reagan Road (26 foot right-of-way), from which a 1/2 inch iron rod found bears North 28 degrees 35 minutes 47 seconds East, a distance of 4.62 feet for witness;

THENCE South, along the West line of said Reagan Road, a distance of 200.00 feet to a 1/2 inch iron rod found with yellow cap stamped "CBG Surveying" for corner, said corner being the Northeast corner of a tract of land conveyed to Scott Ameele Van Wyckhouse, son of grantor, by deed recorded in Volume 12333, Page 471, Deed Records, Tarrant County, Texas;

THENCE South 89 degrees 54 minutes 02 seconds West, along the North line of said Wyckhouse tract, a distance of 292.00 feet to 1/2 inch iron rod found with yellow cap stamped "CBG Surveying" for corner, said corner being along the North line of said Wyckhouse tract, same being the Southeast corner of a tract of land conveyed to William C. Anderson and Patricia Y. Anderson by deed recorded in Instrument Number D213231271, Official Public Records, Tarrant County, Texas, from which a 2 inch iron pipe found bears on line in an Easterly direction, a distance of 1.70 feet for witness;

THENCE North, along the East line of said Anderson tract, a distance of 200.00 feet to a 1/2 inch iron rod found with yellow cap stamped "CBG Survey" for corner, said corner being the Northeast corner of said Anderson tract, same being the Southwest corner of said Sanchez tract, from which a 1/2 found bears on line in a Easterly direction, a distance of 2.19 feet for witness;

THENCE North 89 degrees 54 minutes 02 seconds East, along the South line of said Sanchez tract, a distance of 292.00 feet to the POINT OF BEGINNING and containing 58,400 square feet or 1.34 acres of land.

LEGEND

- 1/2" ROD FOUND
- 1/2" ROD FOUND STAMPED "CBG SURVEYING"
- 2" PIPE FOUND
- "X" FOUND/SET
- MAG NAIL FOUND
- 5/8" ROD FOUND
- TE TRANSFORMER PAD
- COLUMN
- UNDERGROUND ELECTRIC
- OHP OVERHEAD ELECTRIC POWER
- OES OVERHEAD ELECTRIC SERVICE
- SHEET METAL FENCE
- WOOD FENCE 0.5' WIDE TYPICAL
- POST ONLY
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- POWER POLE
- OVERHEAD ELECTRIC
- IRON FENCE
- WIRE FENCE
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- CONCRETE
- COVERED AREA

EXCEPTIONS:

EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT AFFECT THE ABOVE DESCRIBED PROPERTY
VOL. 3113, PG. 587
VOL. 3271, PG. 28
VOL. 3271, PG. 31
VOL. 3503, PG. 475

NOTE
ELEVATIONS SHOWN HEREON WERE DETERMINED FROM OBSERVATIONS TAKEN ON THE SURFACE, WITHOUT SOD BEING IN PLACE.

NOTES:
BEARINGS ARE BY RECORDED DEED IN INSTRUMENT NUMBER D218118212 UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48439C0095K, this property does lie in Zone X 500 YEAR and DOES NOT lie within the 100 year flood zone except as shown.

ELEVATIONS ARE DERIVED OFF OF CITY OF COLLEYVILLE BENCHMARK NO. 51

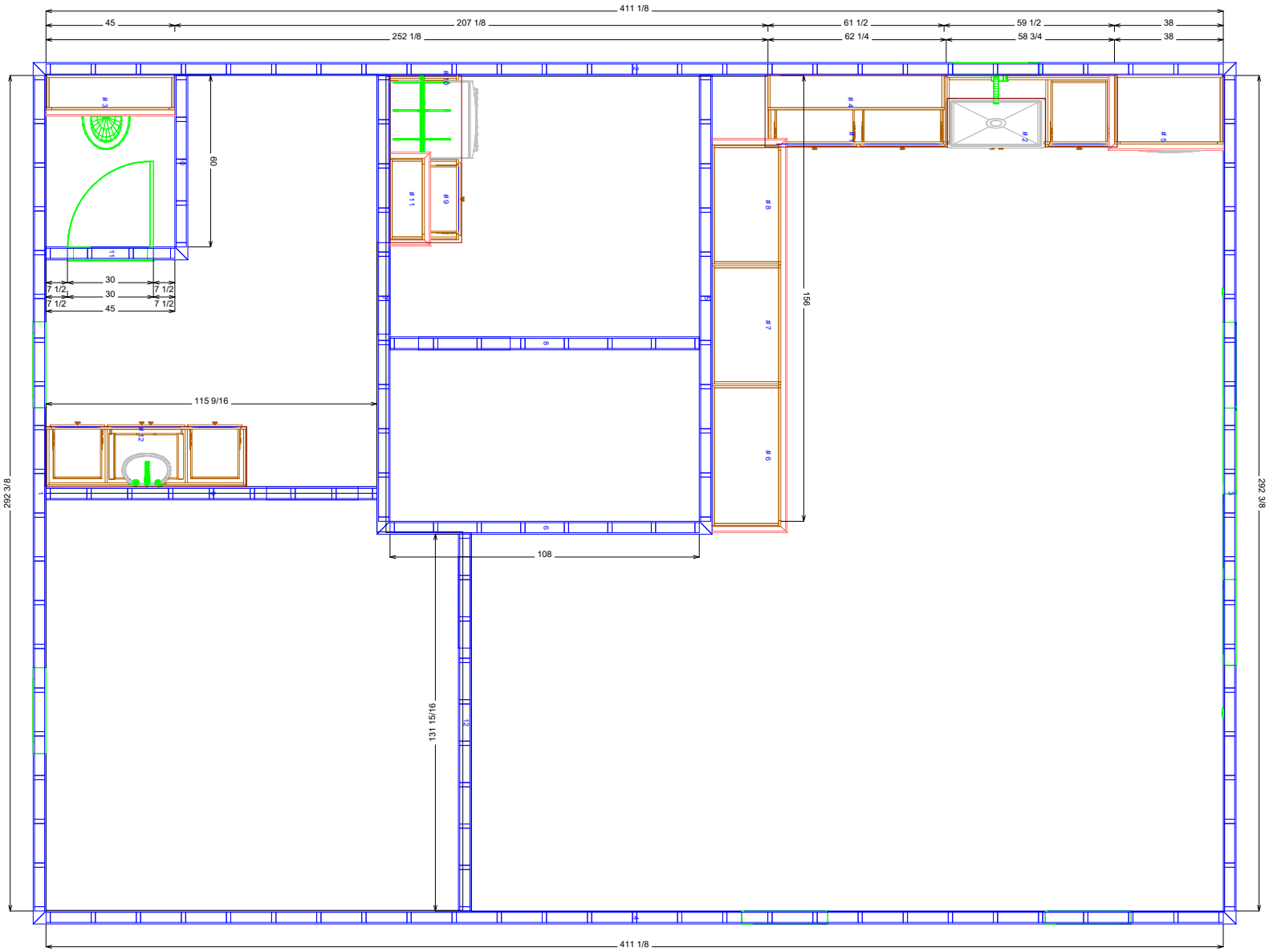
This survey is made in conjunction with the information provided by Providence Title. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Date: _____ Accepted by: _____ Purchaser _____ Purchaser

Drawn By: JLA
Scale: 1" = 40'
Date: 03/15/2020
GF NO.: 106002468
Job No. 1822199-10

CBG SURVEYING TEXAS LLC
12025 Shiloh Road, Ste. 240
Dallas, TX 75228
P 214.349.9485
F 214.349.2218
Firm No. 10168800
www.cbgtxllc.com

STATE OF TEXAS REGISTERED JONATHAN M. QUILL 5882 PROFESSIONAL LAND SURVEYOR



CABINETS C&B & BEYOND

Client: 5508 Reagan Rd.

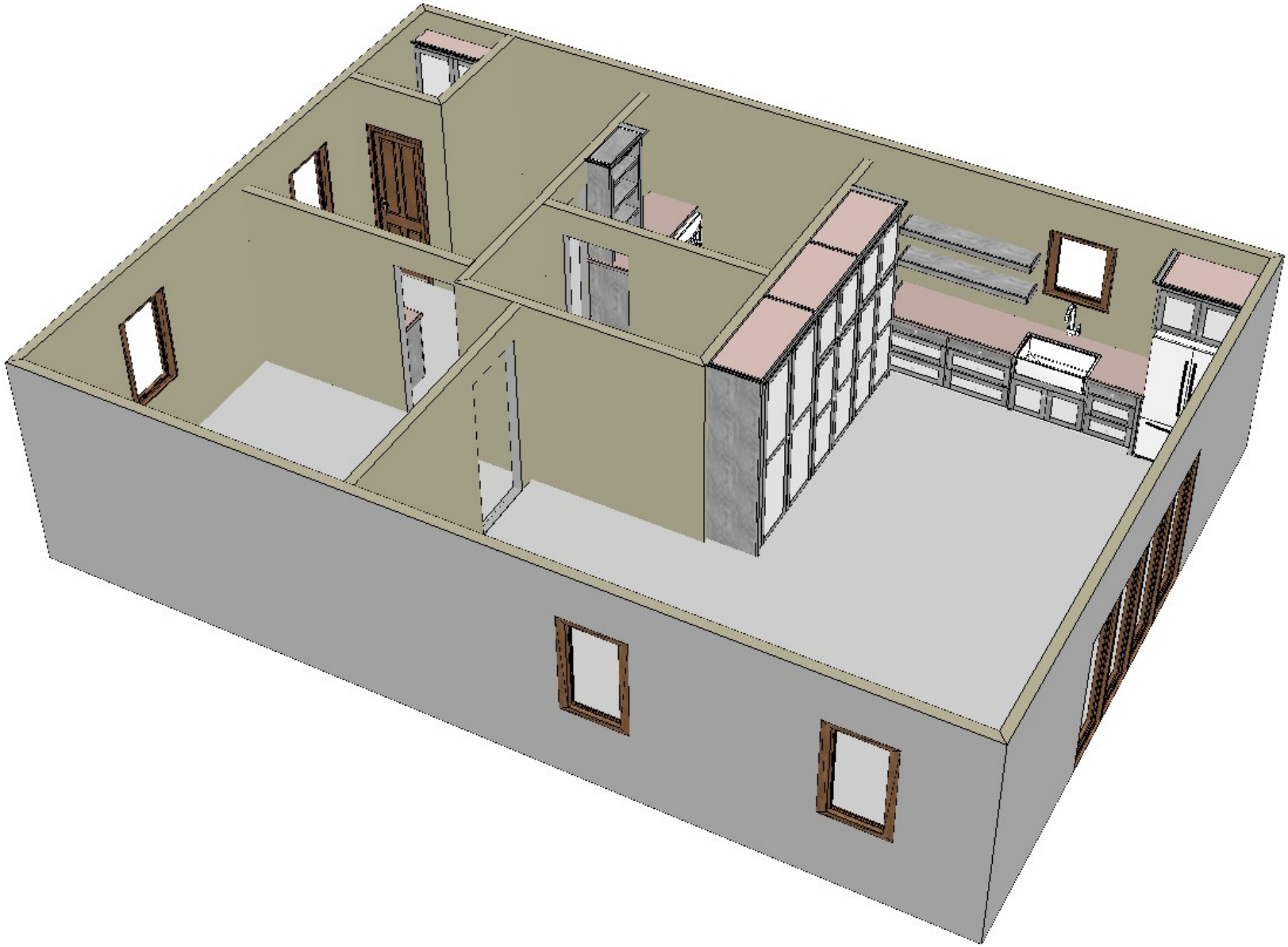
DRAFTER: EMMA

Description: House

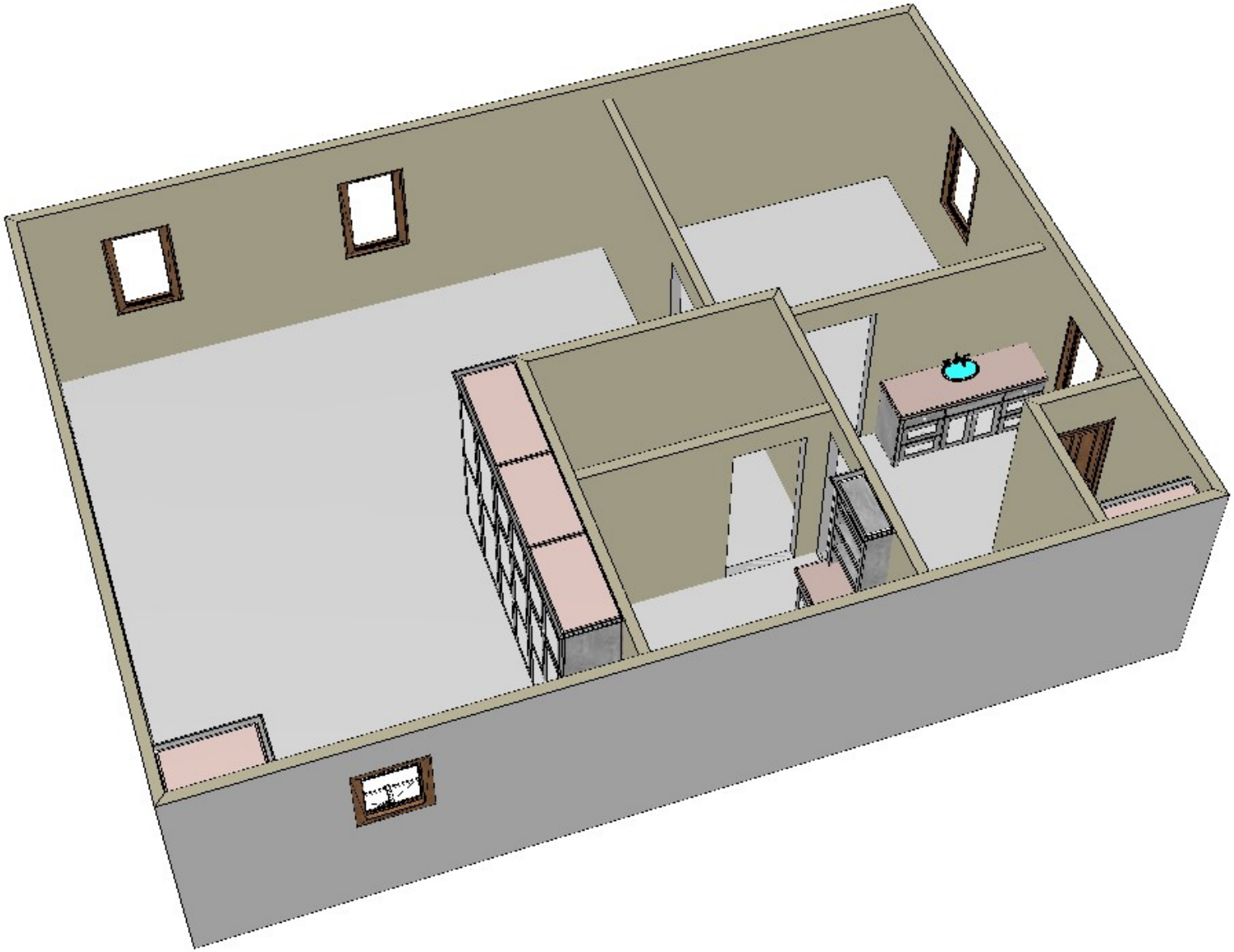
Date: 03/16/25

Job Number: #37-2025

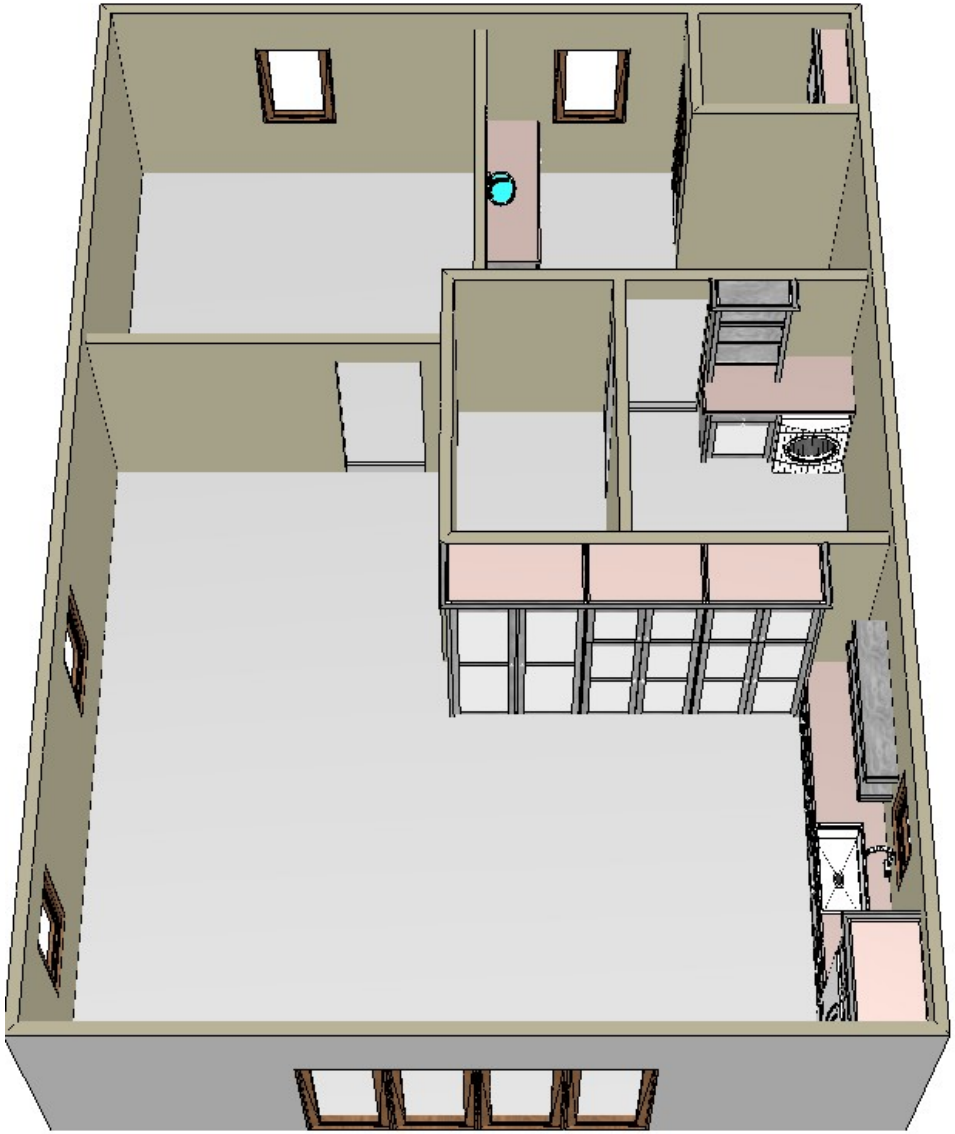
Sheet 1 of 6



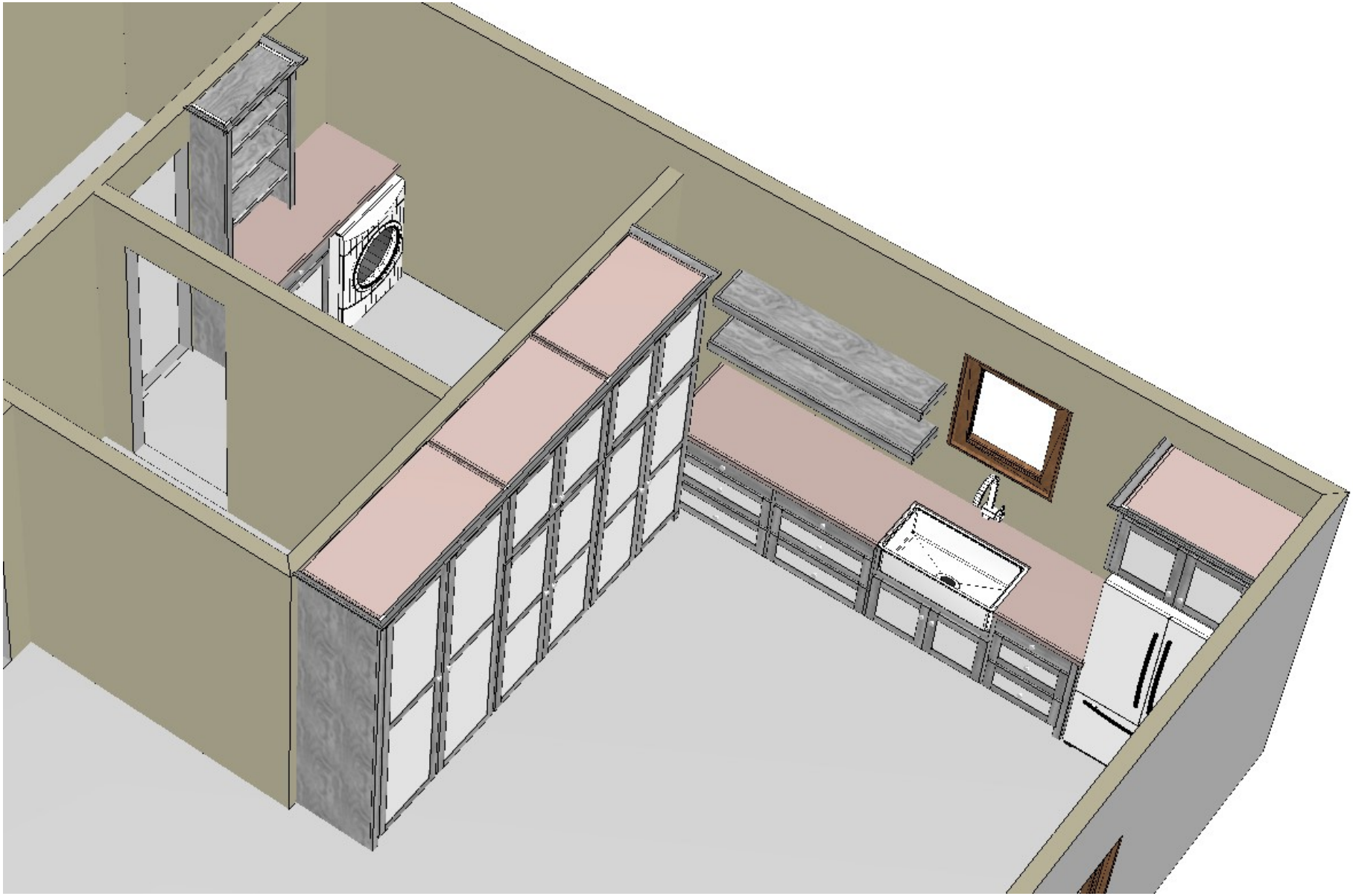
CABINETS C&B & BEYOND	Client: 5508 Reagan Rd.		DRAFTER: EMMA
	Description: House		
	Date: 03/16/25	Job Number: #37-2025	Sheet 2 of 6



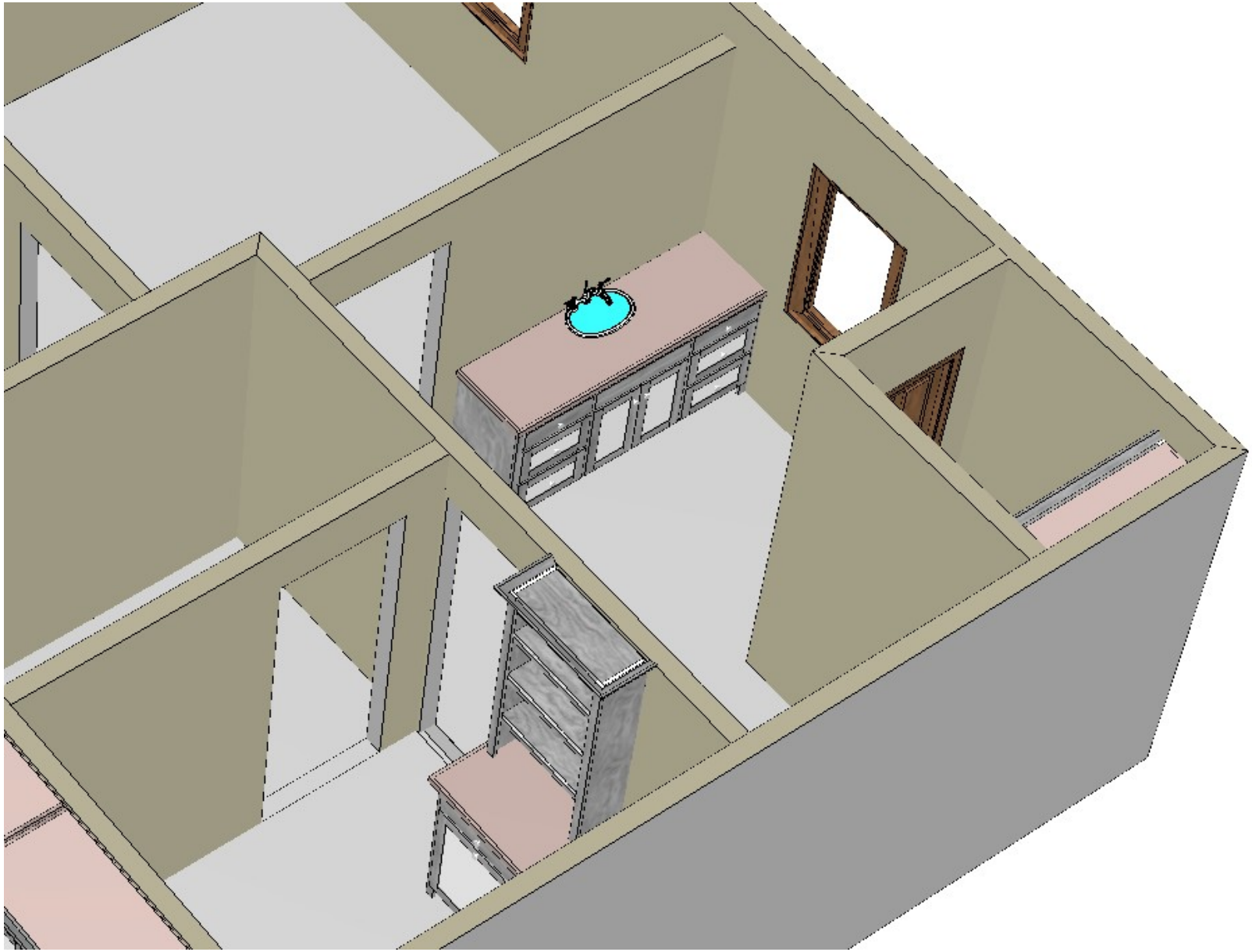
CABINETS C&G & BEYOND	Client: 5508 Reagan Rd.		DRAFTER: EMMA
	Description: House		
	Date: 03/16/25	Job Number: #37-2025	Sheet 3 of 6



CABINETS C&B & BEYOND	Client: 5508 Reagan Rd.		DRAFTER: EMMA
	Description: House		
	Date: 03/16/25	Job Number: #37-2025	Sheet 4 of 6



CABINETS C&B & BEYOND	Client: 5508 Reagan Rd.		DRAFTER: EMMA
	Description: House		
	Date: 03/16/25	Job Number: #37-2025	Sheet 5 of 6



CABINETS C&B & BEYOND	Client: 5508 Reagan Rd.		DRAFTER: EMMA
	Description: House		
	Date: 03/16/25	Job Number: #37-2025	Sheet 6 of 6

NOTICE OF PUBLIC HEARING

«Owner_Name»
«Owner_Address»
«Owner_City» «Owner_Zip»

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

Planning and Zoning Commission Meeting: Monday, May 12, 2025 at 7:00 p.m.
City Council Meetings: Tuesday, June 3, 2025 & Tuesday, June 17, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request:	Consideration of a Special Use Permit for an accessory dwelling on Tract 3, Abstract 211, BBB & C RY Survey, located at 5508 Reagan Road, Case ZC25-007. The request is to convert an existing accessory building into an accessory dwelling. The accessory building is 875 square feet in area.
Zoning Case:	ZC25-007
Applicant:	Shane Donovan
Owner:	Glenn Orcutt
Location:	5508 Reagan Road
Property Description:	Tract 3, Abstract 211, BBB & C RY Survey
Present Zoning:	R-40 Single Family Residential

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

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

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

NOTICE OF PUBLIC HEARING

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

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

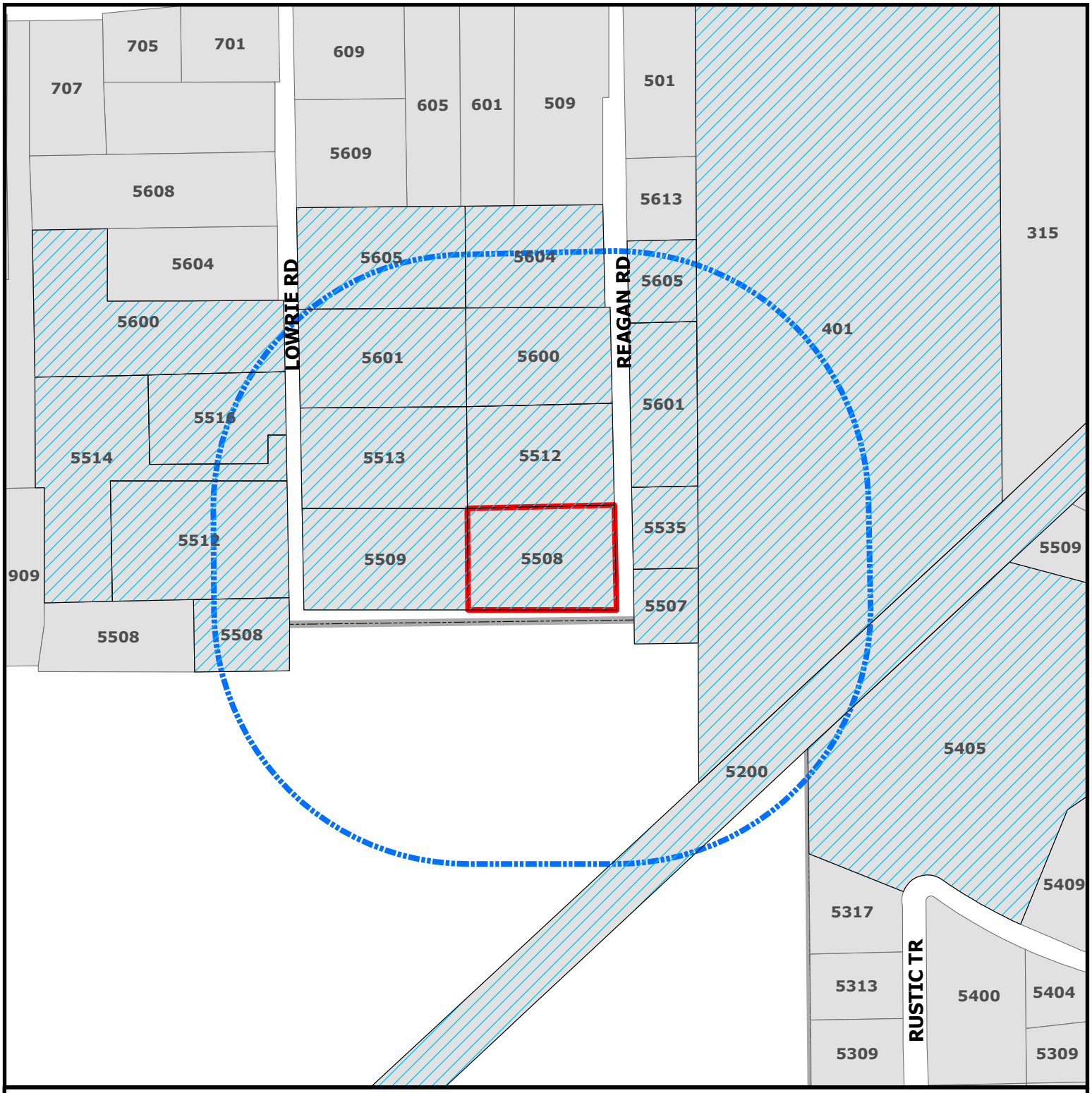
For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

Kris Potts

Kris Potts
Planner

Owner_Name	Situs_Addr
DOODY, KEVIN J	401 W L D LOCKETT RD
RAWSON, MICHAEL P	5600 LOWRIE RD
ALLEN, JERRY B	5516 LOWRIE RD
HENLEY, MALCOM V	5514 LOWRIE RD
ADAMS, AMY N	5405 RUSTIC TR
THE BYARS FAMILY TRUST	5507 REAGAN RD
TULEY, ROBERT T	5535 REAGAN RD
HEDDEN, J MICHAEL	5601 REAGAN RD
RADTKE, ROBERT	5605 REAGAN RD
ORCUTT, GLENN	5508 REAGAN RD
FINLEY, DOUGLAS	5605 LOWRIE RD
ANDERSON, WILLIAM C	5509 LOWRIE RD
SANCHEZ, JUAN	5512 REAGAN RD
JUSTISS, LISA	5513 LOWRIE RD
GIBSON, SCOTT C	5600 REAGAN RD
MCINTOSH, JOSEPH	5601 LOWRIE RD
REGIONAL RAIL ROW CO	5200 LOWRIE RD
SELLERS, KATHRYN R	5512 LOWRIE RD
FRY, BRYON S	5508 LOWRIE RD
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
SHANE DONOVAN	APPLICANT

Notification Map



CITY OF COLLEYVILLE TEXAS

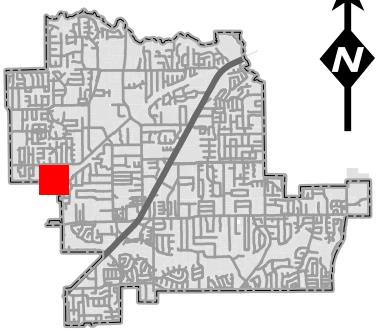
ZC25-007

5508 Reagan Road

Parcels to be notified

Buffer

Subject Property



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ORDINANCE O-25-2331

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 1.34 ACRES, BEING TRACT 3, ABSTRACT 211, BBB & C RY SURVEY, LOCATED AT 5508 REAGAN ROAD, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR AN ACCESSORY DWELLING; 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 to allow for an accessory dwelling under Case ZC25-007; 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 to allow for an accessory dwelling on 1.34 acres, being Tract 3, Abstract 211, BBB & C RY Survey, located at 5508 Reagan Road, as depicted on the attached as Exhibit "A".

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

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

1. GENERAL

a. The Special Use Permit shall allow for an existing accessory building to be converted into an accessory dwelling.

b. It shall be generally consistent with the site plan and as depicted on the attached Exhibit "B".

c. 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 3rd day of June 2025.

The second reading and public hearing being conducted on the 17th day of June 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 17TH DAY OF JUNE 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:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

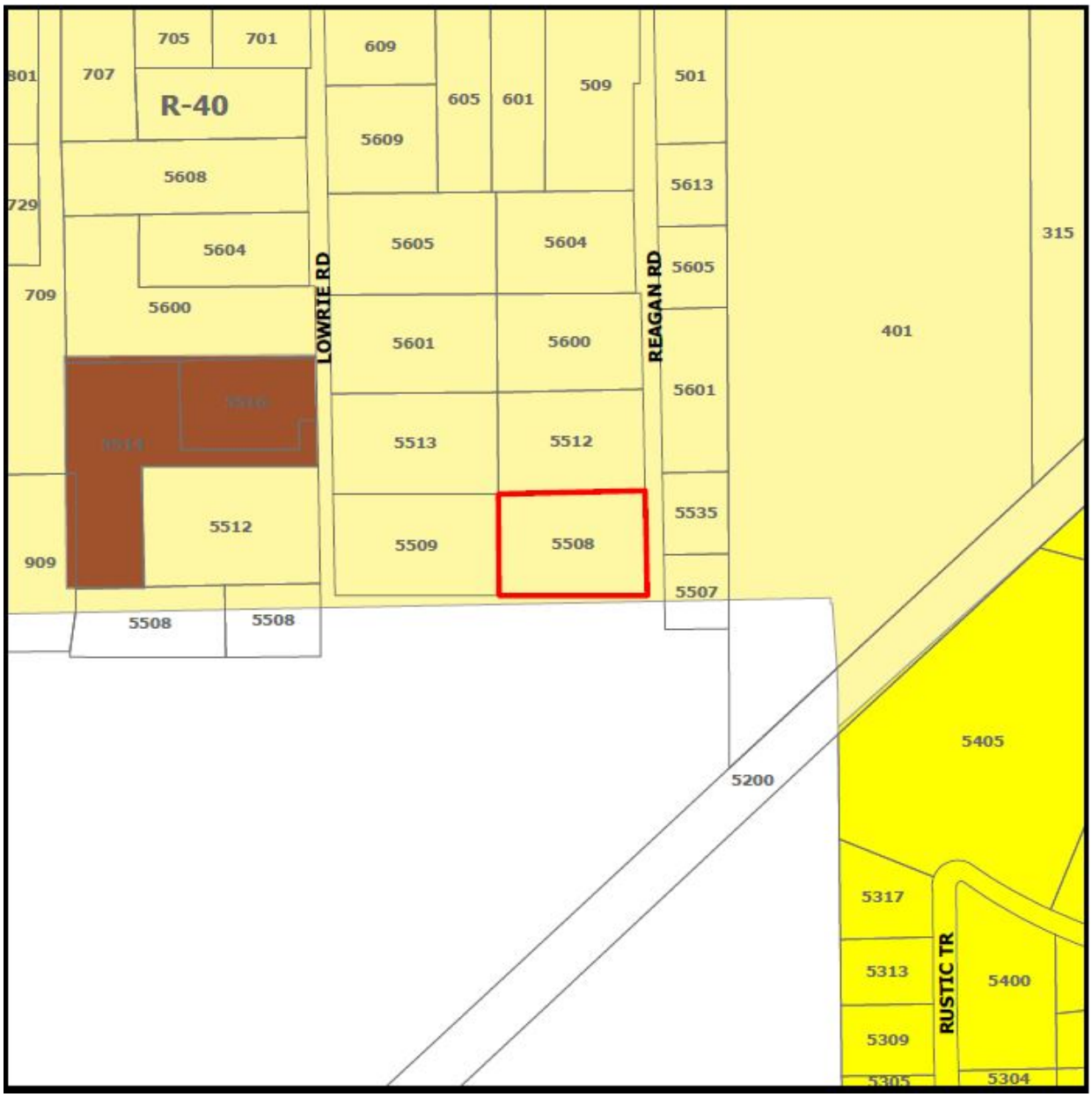
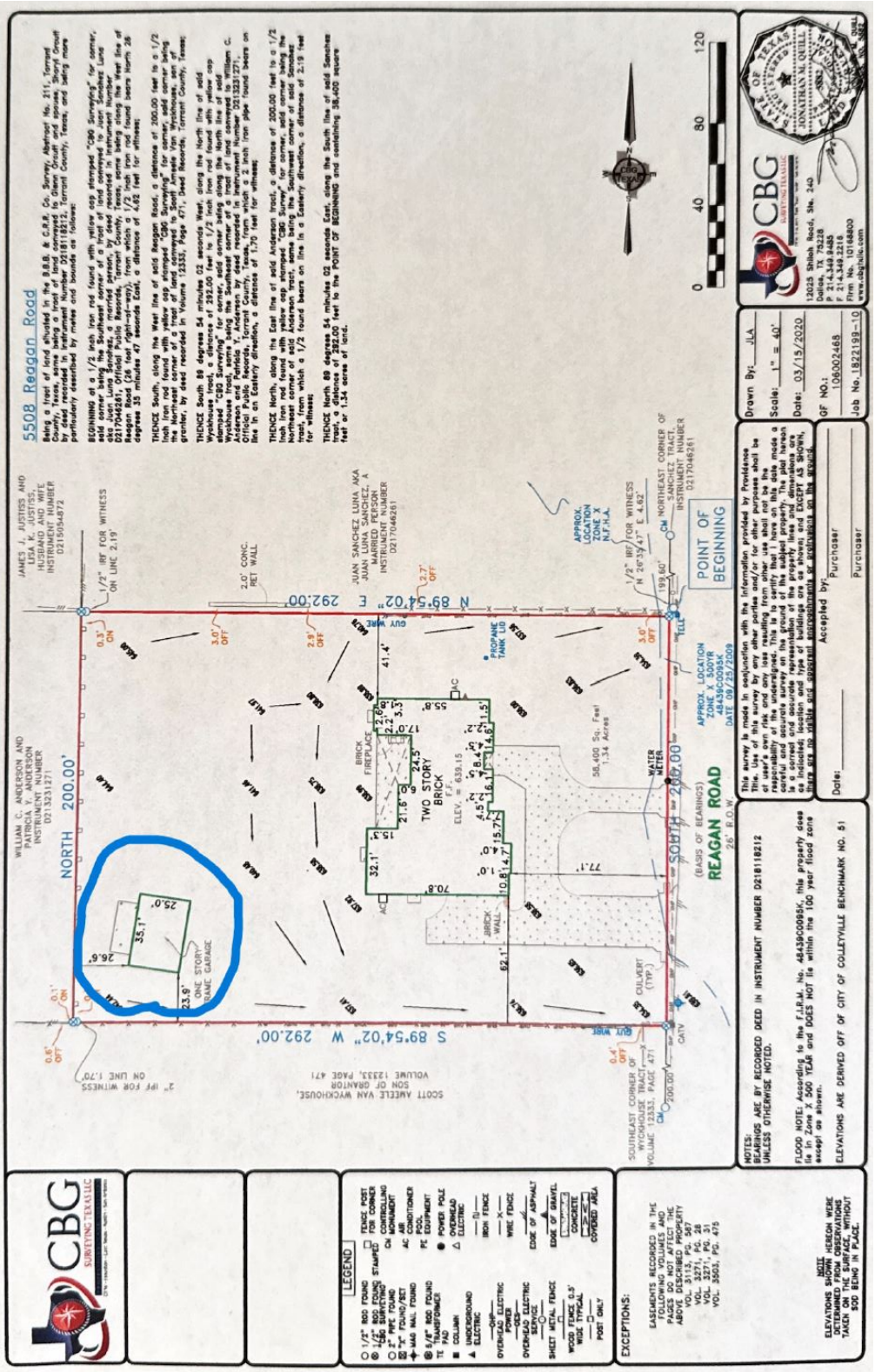
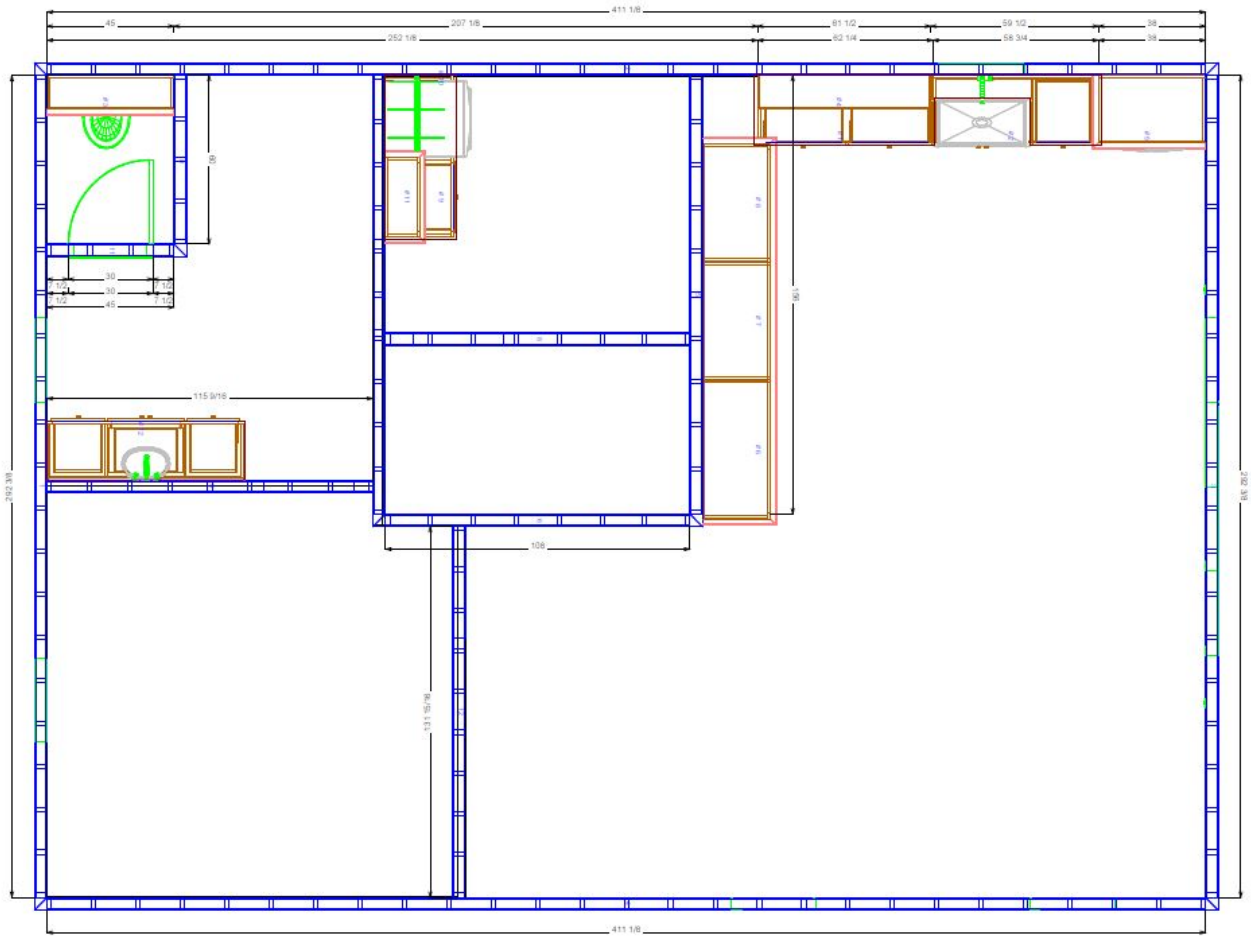


Exhibit "B" – Site Plan & Floor Plan Exhibits





CABINETS C&B & BEYOND	Client: 5508 Reagan Rd.		DRAFTER: EMMA
	Description: House		
	Date: 03/16/25	Job Number: #37-2025	Sheet 1 of 6

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 6b **Agenda Date** 6/3/2025 **Number** Ordinance O-25-2332
Type Ordinance
Department Community Development

Title
Consideration of a Special Use Permit for Massage Therapy Use on Lot 1R, Block 11, Longwood Estates at Ross Downs Addition, located at 7135 Colleyville Boulevard, Suite 101, Case ZC25-009

Explanation
First Reading and Public Hearing

Neeloufar Saleh, the applicant, has submitted a Special Use Permit (SUP) request to allow for a Massage Therapy Use on Lot 1R, Block 11, Longwood Estates at Ross Downs Addition, being approximately 0.03 acres, and zoned PUD-C Planned Unit Development – Commercial. The PUD-C ordinance for this property allows for uses in the CC-1 Village Retail and CC-2 Shopping Center districts. Massage Therapy is allowed in the CC-1 and CC-2 zoning districts with the approval of a SUP.

Existing Conditions/Background: The subject property, 7135 Colleyville Boulevard, Suite 101, is zoned PUD-C Planned Unit Development – Commercial and is located on the west side of the intersection of Colleyville Boulevard and Longwood Drive. The property is developed with an office building that is part of a larger office and medical office park.

SUP Request: The applicant is requesting approval of an SUP to allow for a Massage Therapy Use for the business known as Spirit of Lotus Healing Arts.

Chapter 3, Section 3.24 of the Land Development Code states:

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

1. Shall be located not less than 300 feet from another Massage Therapy establishment.

2. Approval of an application to locate a Massage Therapy establishment shall be deemed a temporary permit. Said permit shall be in effect as long as the current tenant, at the time the approval was granted, operates within the location and may operate in perpetuity until such time as a new Certificate of Occupancy (C/O)

is required. A new C/O is required for a change in the existing occupancy classification or use or occupant or business name or business owner."

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

Analysis: Per the attached Business Plan, the applicant is requesting a SUP for a Massage Therapy Use to operate a business known as Spirit of Lotus Healing Arts. The ordinance for the PUD-C development, Ordinance O-04-1474, allows for CC-1 and CC-2 uses. Massage Therapy is allowed as a use in the CC-1 and CC-2 districts with the approval of an SUP.

The business offers massage therapy services, sound healing services, and guided meditation. The business has one employee, the owner and applicant, and is available by appointment only. The hours of operation are from 10:00 a.m. – 5:00 p.m. from Monday to Friday. Per the floor plan, the business uses one room in Suite 101, which is shared with two other tenants.

Plat Status: The property is platted as Lot 1R, Block 11, Longwood Estates at Ross Downs Addition.

DRC Review: The DRC reviewed the request during their April 21, 2025, meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north and east are zoned PUD-C Planned Unit Development – Commercial and improved with office buildings. The properties to the south are zoned PUD-C Planned Unit Development – Commercial and improved with single-family homes. The property to the west is zoned ML Light Industrial and improved with a landscaping business.

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

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

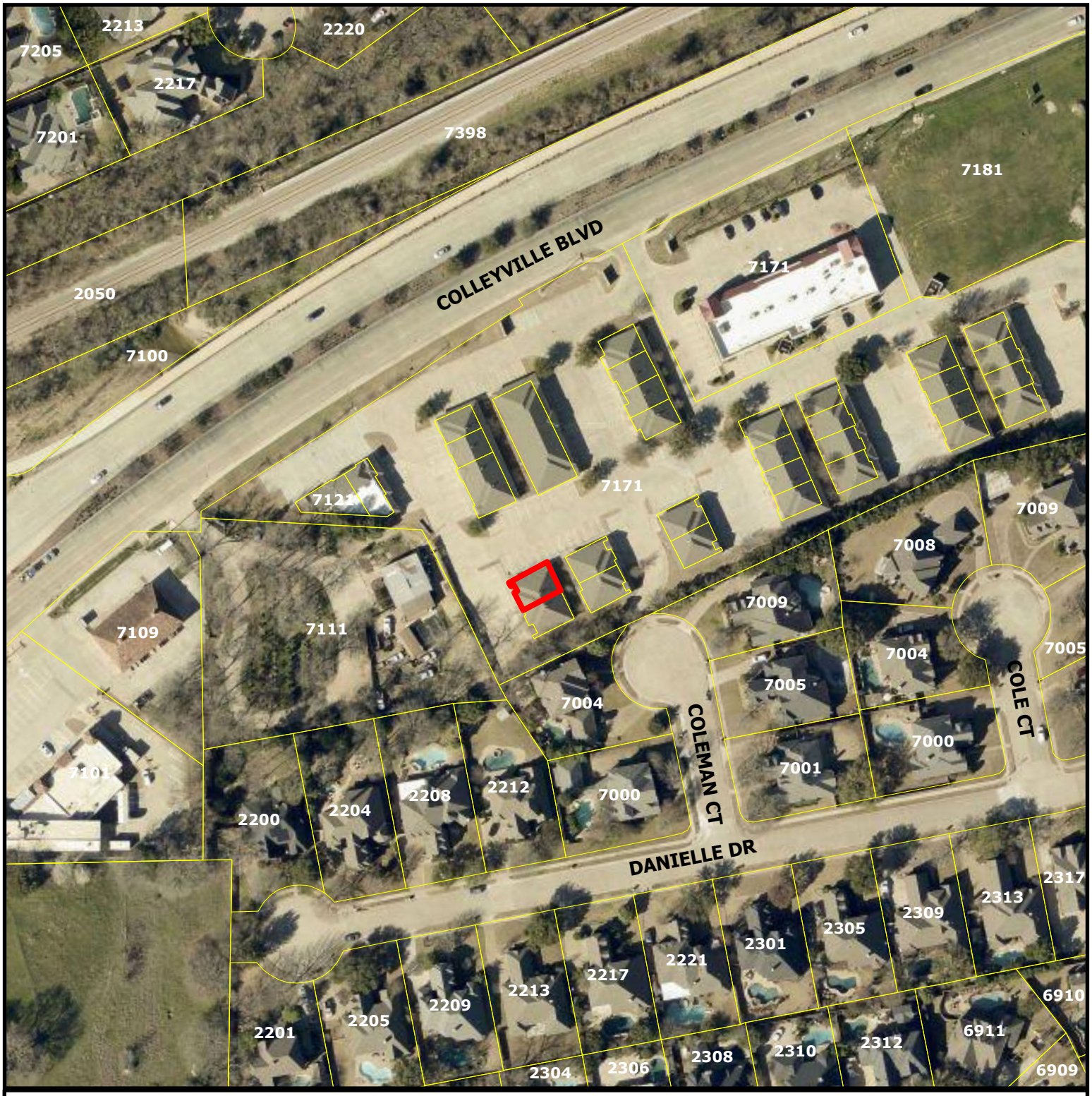
Staff Recommendation: Staff recommends approval of this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their May 12, 2025 meeting by a vote of 7-0.

Attachments

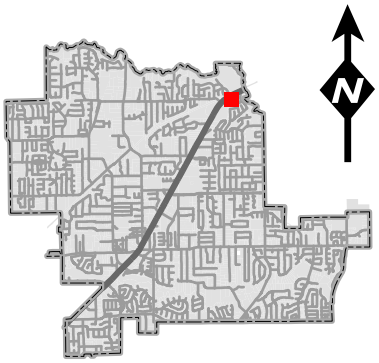
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Business Plan Exhibit
5. Floor Plan Exhibit
6. Certificate of Occupancy Application
7. Notification Letter
8. Notification List
9. Notification Map
10. Ordinance O-25-2332

Aerial Map



ZC25-009

7135 Colleyville Blvd Suite



Subject Property

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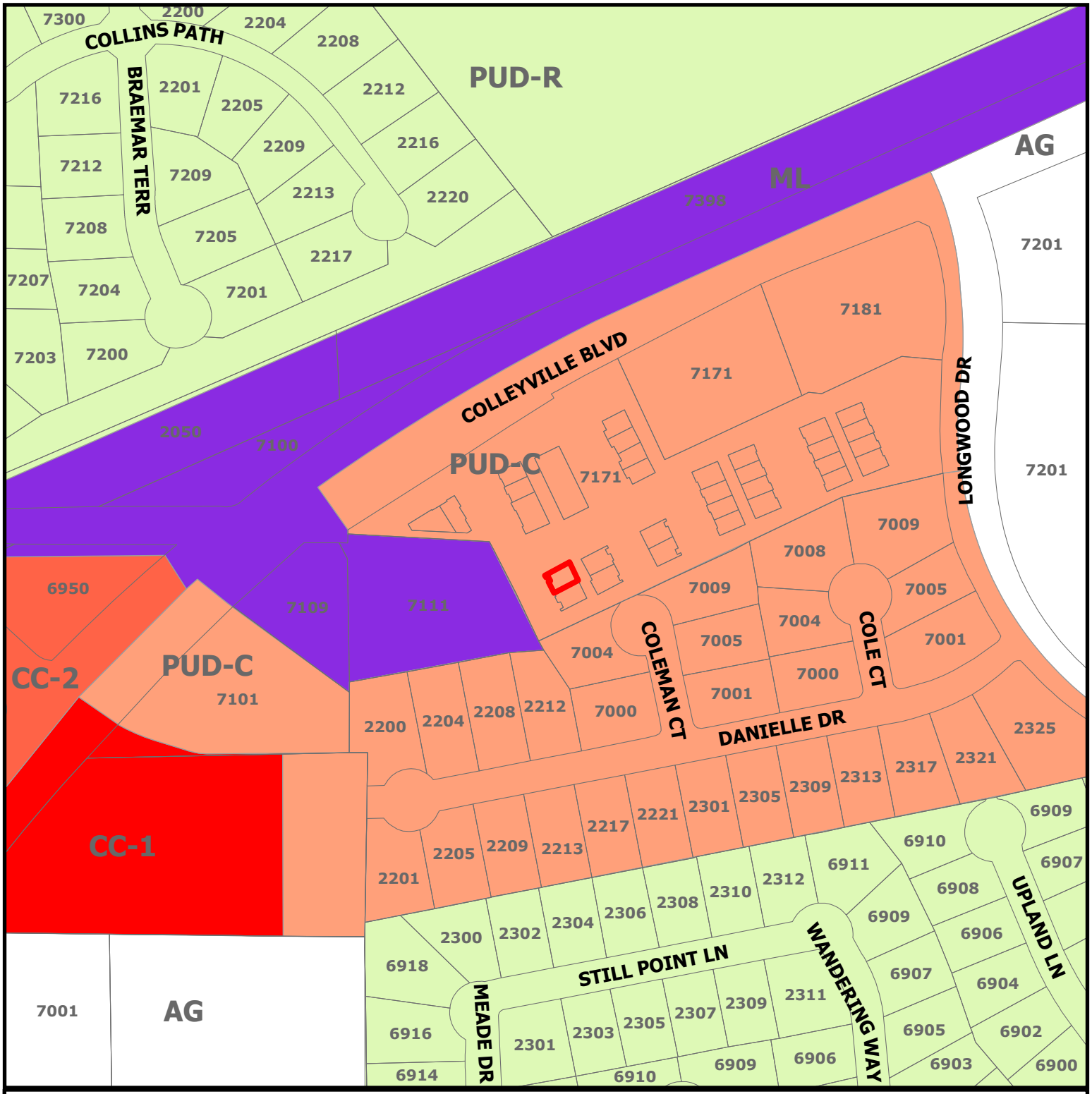
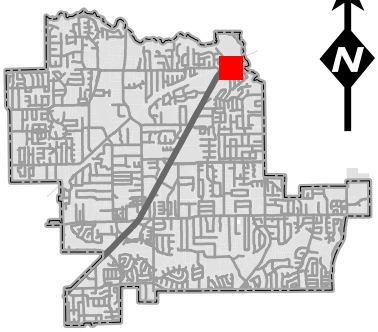
Zoning Map



CITY OF COLLEYVILLE TEXAS

ZC25-009

7135 Colleyville Blvd Suite



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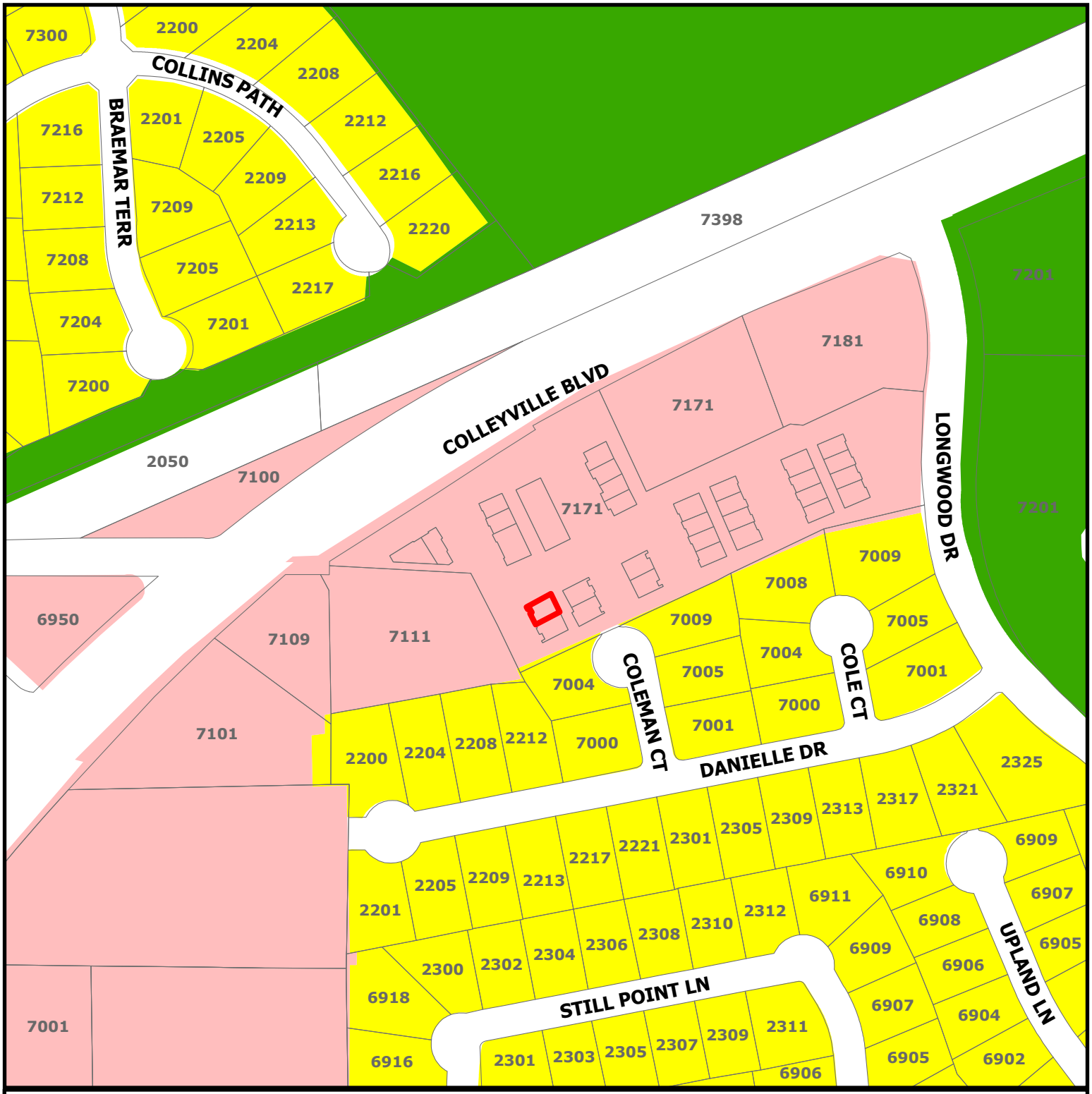
Subject Property

Future Land Use Map



CITY OF COLLEYVILLE TEXAS

ZC25-009

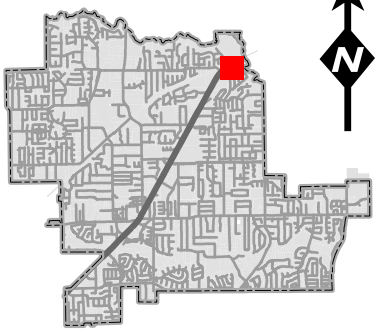
7135 Colleyville Blvd Suite

Residential

Colleyville Blvd Corridor

Open Space; Parks

Subject Property



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Business Plan

I am a licensed massage therapist in the State of Texas, license number MT114081, and have been licensed since October 2011. I'm also a licensed massage therapy instructor, license number MI3224.

My business is Spirit of Lotus LLC with the dba Spirit of Lotus Healing Arts.

I am renting an office in a suite with an existing business. The business that is renting the whole suite is Psychology Services of North Texas.

My business, Spirit of Lotus Healing Arts, rents one room/office in that suite.

I provide massage therapy and Reiki energy healing services as a solo massage therapist, as Spirit of Lotus LLC is a single member LLC, which is me.

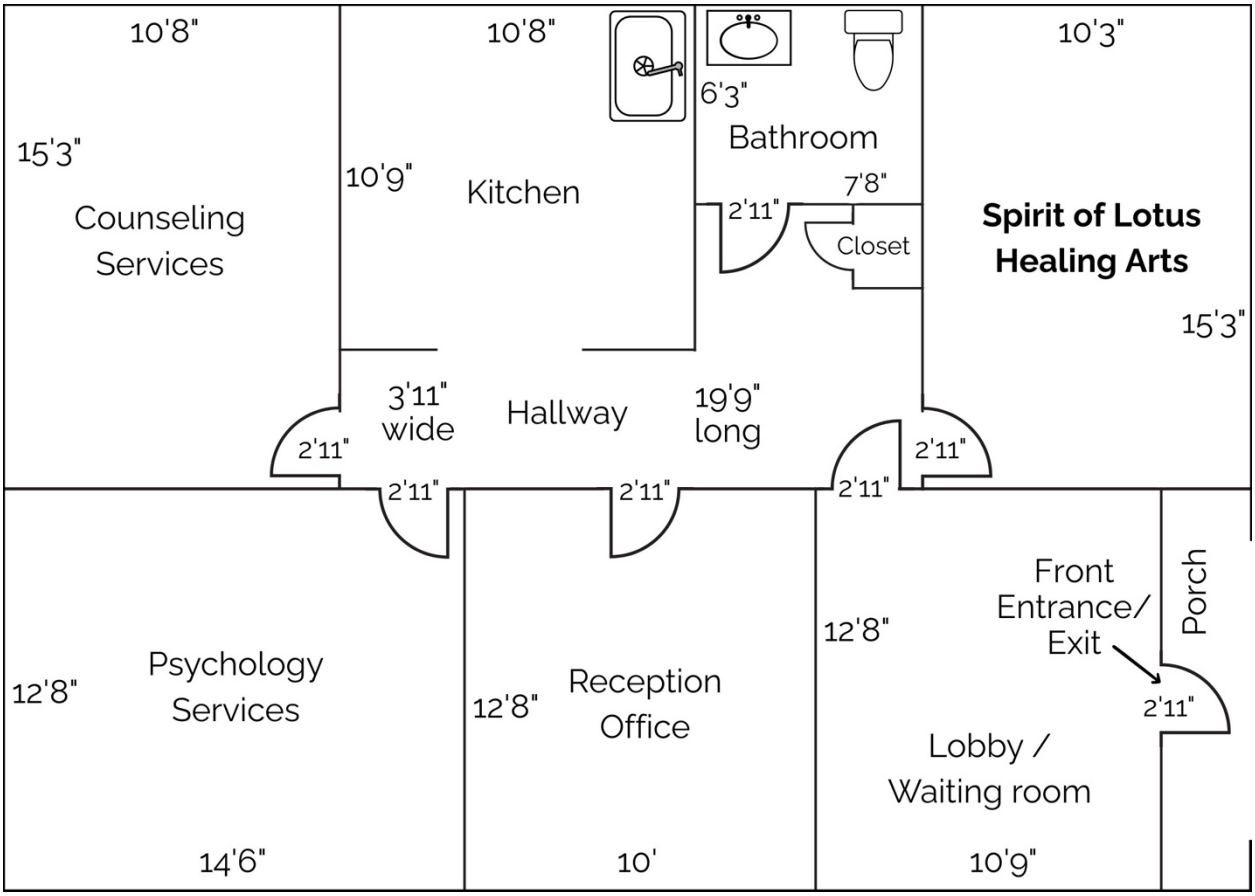
I also provide sound healing services and guided meditation.

My website is https://www.spiritoflotus.com.

I have a Google business listing with many client reviews, as well as a social media presence on Facebook (with more client reviews) and Instagram.

My business operates Monday – Friday from 10:00am to 5:00pm by appointment only. I cannot take walk-ins as a solo massage therapist.

Floorplan
7135 Colleyville Blvd. Ste 101
Colleyville, TX 76034



City of Colleyville
100 Main Street
Colleyville, TX 76034
Main: 817-503-1030

CERTIFICATE OF OCCUPANCY APPLICATION

CO

2020

Business Information

Business Name: Spirit of Lotus Healing Arts	*Business Principle/Owner:* Neeloufar Saleh
Business address: 7135 Colleyville Blvd. Ste 101	*Business Contact Person:* Neeloufar Saleh
[redacted]	[redacted]
Email Address: admin@spiritoflotus.com	[redacted]

Business Activity Description

Type of C/O:

- [x] New occupancy
- [ ] Change of ownership
- [ ] Change of bus. name

Business Info:

- [x] # of employees 1
- [x] square footage 156.3
- [x] Bus. Hours: M-F 10am-5pm

Business Type:

- [ ] Business Office
- [ ] Medical Office
- [ ] Retail Sales
- [ ] Restaurant
- [ ] Manufacturing
- [ ] Other: (describe)
- [x] ** Beauty / Spa
- [ ] Office-Warehouse

Check Yes or No to the following:

- [ ] Yes [x] No 1. *A new sign will be erected or the existing sign will be altered (separate permit is required)*
- [ ] Yes [x] No 2. *The business space or portion thereof will be remodeled, renovated, or altered (permit is required unless exempted)*
- [ ] Yes [x] No 3. *The existing electrical system will be altered with new wiring, lighting, devices, or panelboards (permit required unless exempted)*
- [ ] Yes [x] No 4. *The existing plumbing system will be altered with new fixtures or drains or water lines (permit is required unless exempted)*
- [ ] Yes [x] No 5. *Alcoholic beverages will be available for pre-package sales or on-site consumption*
- [ ] Yes [x] No 6. *Food or beverages (for other than restaurants) will be manufactured, stored, distributed, sold, or prepared*
- [ ] Yes [x] No 7. *There will be outside storage of any of the following: goods, merchandise, raw materials, or company vehicles/equipment*
- [ ] Yes [x] No 8. *Waste water or sludge will be generated which requires pre-treatment or separators before discharge into the sewer system*
- [ ] Yes [x] No 9. *Flammable or combustible liquids be stored, used, mixed or dispensed at this location, other than for maintenance or for operation of equipment. If so, attach description and quanties and attach MSDS sheets.*
- [ ] Yes [x] No 10. *Hazardous or toxic chemicals such as, but not limited to, oxidizers, corrosive liquids, poisonous gases, radiocative, explosive, and organic materials will be handled If so, attach description and quantities and provide MSDS sheets.*
- [ ] Yes [x] No 11. *One or more of the following industrial processes circled below will be performed on the premises*

Manufacturing *Treating* *Formulation/Mixing/Processing* *Vehicle Washing*

Submit the following:

- [x] *Driver's License Copy of Business Principle/Owner*
- [x] *Business Plan (detailed narrative of business operations)*
- [x] *Floorplan of the space with all rooms labeled*
- [x] *Copy of Lease or Ownership of Business Space*
- [x] *State Sales Tax Certificate - IF applicable*
- ** [x] *Massage Establishments - Submit TDLR license(s)*

Business Principle / Owner (Printed Name):	***Business Principle / Owner Signature:***
Neeloufar Saleh	Neeloufar Saleh

NOTICE OF PUBLIC HEARING

«Owner_Name»
«Owner_Address»
«Owner_City» «Owner_Zip»

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

Planning and Zoning Commission Meeting: Monday, May 12, 2025 at 7:00 p.m.
City Council Meetings: Tuesday, June 3, 2025 & Tuesday, June 17, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

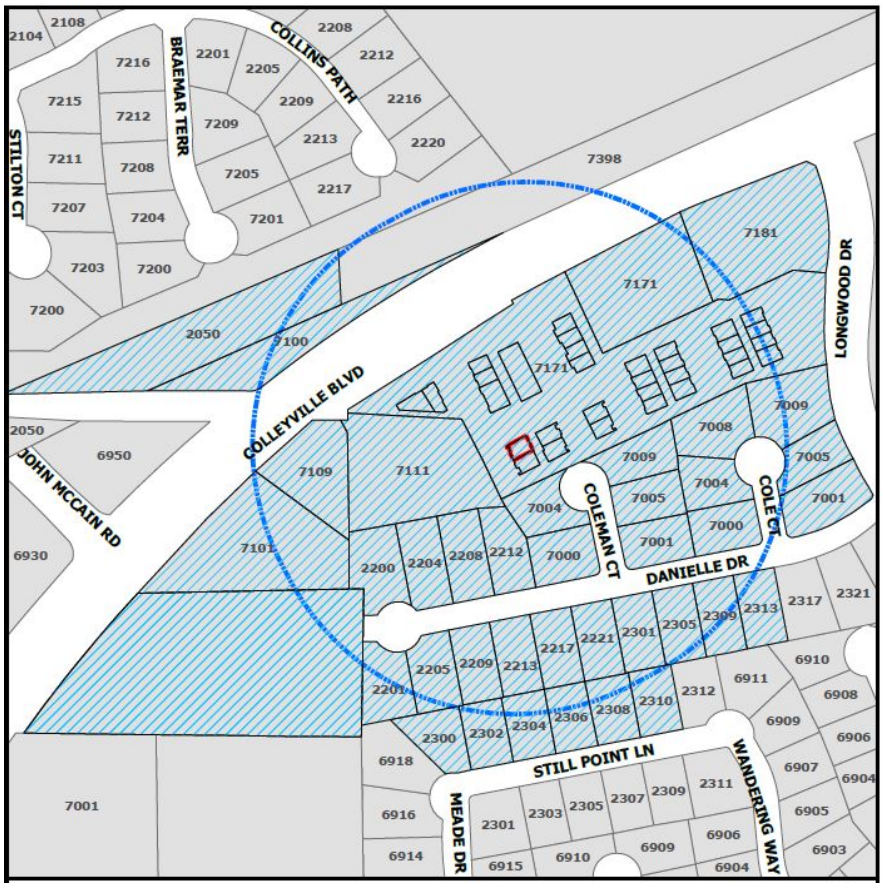
Request:	Consideration of a Special Use Permit for Massage Therapy Use on Lot 1R, Block 11, Longwood Estates at Ross Downs Addition, located at 7135 Colleyville Boulevard Suite 101, Case ZC25-009. The request is to allow for a massage therapy business, Spirit of Lotus LLC, to operate in a suite space.
Zoning Case:	ZC25-009
Applicant:	Neeloufar Saleh
Owner:	Van Brunt Holding Group LLC
Location:	7135 Colleyville Boulevard Suite 101
Property Description:	Lot 1R, Block 11, Longwood Estates at Ross Downs Addition
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 or email below:

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

NOTICE OF PUBLIC HEARING



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

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

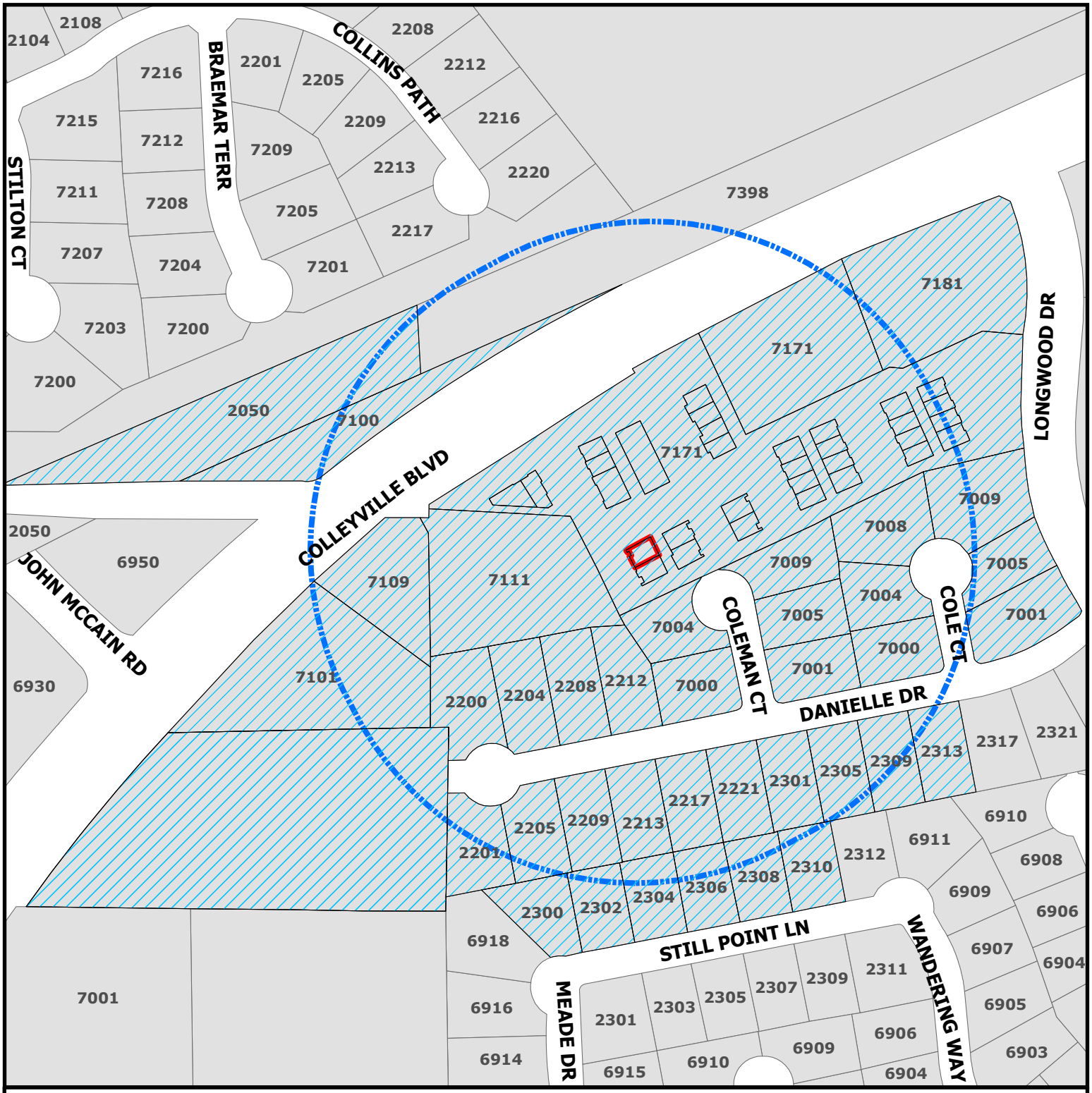
For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

Kris Potts

Kris Potts
Planner

Owner_Name	Situs_Addr
WHITE, C R	7001 COLE CT
LEE, DARREN M	7005 COLE CT
MOON, WOO J	7009 COLE CT
KRIKORIAN, GABRIEL Y	7008 COLE CT
WEXLER, MALAISHA A	7004 COLE CT
MARR, DAVID G	7000 COLE CT
BIRKENFELD, RICHARD	7001 COLEMAN CT
ROGERS, JASON T	7005 COLEMAN CT
BHATLA, RAVINDER N	7009 COLEMAN CT
ELBORAI, ADEL M	2300 STILL POINT LN
H&A COMMERCIAL LLC	7171 COLLEYVILLE BLVD
MACLEOD, MATTHEW FRANK	2302 STILL POINT LN
LONGWOOD DRIVE PARTNERS LP	7181 COLLEYVILLE BLVD
KELLEY, ALVIN W	2304 STILL POINT LN
PONTES, DAVID N	2306 STILL POINT LN
KAZI, TAREQUE	2308 STILL POINT LN
SZILAGYI, DARIN	2310 STILL POINT LN
LIN, SCARLET	2213 DANIELLE DR
BELLA LIVING TRUST	2209 DANIELLE DR
CASTRO, CHRIS	2205 DANIELLE DR
LOINETTE, JASON	2201 DANIELLE DR
ERNSPIGER, RICHARD K	2313 DANIELLE DR
GROSS FAMILY TRUST THE	2309 DANIELLE DR
ODELL, JAMES	2305 DANIELLE DR
JACKSON, LAURA	2301 DANIELLE DR
LARSON, ANTHONY	2221 DANIELLE DR
COPELAND, LARRY BRENT	2217 DANIELLE DR
WOZNIAK, CRAIG C	7004 COLEMAN CT
TABONE, GEORGE	7000 COLEMAN CT
DEBEY, CARI	2212 DANIELLE DR
NEUPANE, KUSHAL	2208 DANIELLE DR
DUNCAN, JACOB	2204 DANIELLE DR
SOLORZANO, KEONA	2200 DANIELLE DR
LONGWOOD PLAZA PARTNERS LP	7171 COLLEYVILLE BLVD
RASHDAN, KALID	7131 COLLEYVILLE BLVD
LIM, ELIZA BERTH	7131 COLLEYVILLE BLVD
KUKAHI CORPORATE SOLUTIONS INC	7131 COLLEYVILLE BLVD
FORD, PHYLLIS	7167 COLLEYVILLE BLVD
MIDNIGHT PROPERTIES LLC	7167 COLLEYVILLE BLVD
CHAMPION STRATEGIC VENTURES LLC	7167 COLLEYVILLE BLVD
BLUE RR DRAGON LLC	7121 COLLEYVILLE BLVD
LONGWOOD 7121 LLC	7121 COLLEYVILLE BLVD
J T DAVA PROPERTIES LLC	7165 COLLEYVILLE BLVD
COSTA MESA LLC	7165 COLLEYVILLE BLVD
RAK PROPERTY GROUP LLC	7157 COLLEYVILLE BLVD
GENIUS DIGITAL MARKETING LLC	7157 COLLEYVILLE BLVD
MARBRE HOLDINGS LLC	7157 COLLEYVILLE BLVD
SKYVIEW HOMES LLC	7157 COLLEYVILLE BLVD
AGHDAM, LIDA G	7155 COLLEYVILLE BLVD
SABO, ZELJKO	7155 COLLEYVILLE BLVD
HILLVIEW HOLDINGS LLC	7155 COLLEYVILLE BLVD
WOEHRLE, ADRIENNE LYNN	7155 COLLEYVILLE BLVD
16279 WALNUT ST GRANTOR TRUST THE	7151 COLLEYVILLE BLVD
A & Z PARTNERS LLC	7151 COLLEYVILLE BLVD
TARRANT COUNTY PS PROPERTY LLC	7167 COLLEYVILLE BLVD
P J T INVESTMENT TEAM LLC	7153 COLLEYVILLE BLVD
FETTY FIRM	7137 COLLEYVILLE BLVD
NEW GLOBAL PROPERTIES LLC	7137 COLLEYVILLE BLVD
VAN BRUNT HOLDING GROUP LLC	7135 COLLEYVILLE BLVD
KEAU LLC	7109 COLLEYVILLE BLVD
QUANTUM BEVERAGE HOLDINGS LLC	7101 COLLEYVILLE BLVD
MERRYWING LLC	7111 COLLEYVILLE BLVD
REGIONAL RAIL ROW CO	7398 COLLEYVILLE BLVD
TIMARRON-CASCADES AT TIMARRON	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
NEELOUFAR SALEH	APPLICANT

Notification Map



CITY OF COLLEYVILLE TEXAS

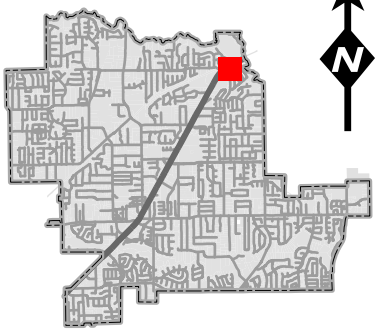
ZC25-009

7135 Colleyville Blvd Suite

Parcels to be notified

Buffer

Subject Property



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ORDINANCE O-25-2332

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.03 ACRES, BEING LOT 1R, BLOCK 11, LONGWOOD ESTATES AT ROSS DOWNS ADDITION, LOCATED AT 7135 COLLEYVILLE BOULEVARD, SUITE 101, BY AUTHORIZING A SPECIAL USE PERMIT FOR A MASSAGE THERAPY USE FOR THE BUSINESS KNOWN AS SPIRIT OF LOTUS HEALING ARTS; 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 Massage Therapy use under Case ZC25-009; and

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

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for a Massage Therapy use on 0.03 acres, being Lot 1R, Block 11, Longwood Estates at Ross

Downs Addition, located at 7135 Colleyville Boulevard, Suite 101, 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 Spirit of Lotus Healing Arts.
b. The hours of operation for the business will be 10 a.m. – 5 p.m. from Monday – Friday.
c. Spirit of Lotus Healing Arts shall provide proof of compliance with Chapter 455 of the Texas Occupations Code upon request of the City. Failure to provide proof of compliance may result in the termination of the Certificate of Occupancy and the expiration of the Special Use Permit.
d. 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.
e. 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 3rd day of June 2025.

The second reading and public hearing being conducted on the 17th day of June 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 17TH DAY OF JUNE 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**

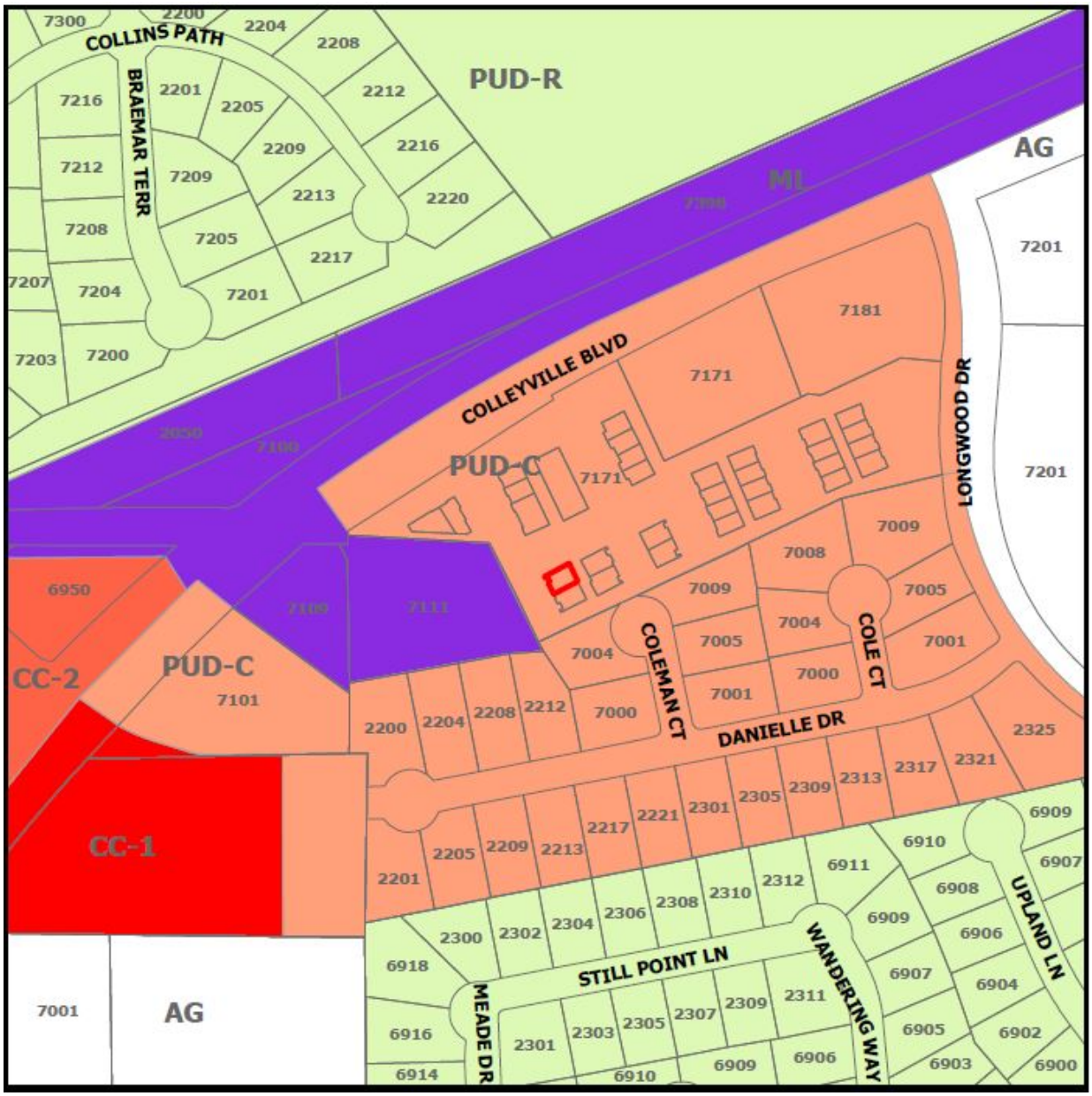
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map



CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 6c **Agenda Date** 6/3/2025 **Number** Ordinance O-25-2333
Type Ordinance
Department Community Development

Title
Consideration of a rezoning from the AG Agricultural district to R-40 Single Family Residential on a portion of Tract 1 and 1L, Abstract 331, Andrew J. Caldwell Survey, located at 6105 Pleasant Run Road, Case ZC25-010

Explanation
First Reading and Public Hearing

Claudio Segovia, the applicant, has submitted a request for a rezoning from AG Agricultural to R-40 Single Family Residential on a portion of Tracts 1 and 1L, Abstract 331, Andrew J. Caldwell Survey, being approximately 1.03 acres, and zoned AG Agricultural. The purpose of the request is to rezone a portion of the property to R-40 Single Family Residential to allow for a separate lot to be subdivided out for construction of a new home. The tract would be platted into two lots if the request is approved.

Existing Conditions/Background: The subject property, 6105 Pleasant Run Road, is zoned AG Agricultural and developed with a single-family house. It is located northeast of the intersection of Pleasant Run Road and Cooks Lane.

Proposed Zoning Change: The request is to rezone from the AG Agricultural district to the R-40 Single Family Residential District.

Analysis: The rezoning would allow for two lots to be created through platting; Lot 1 will remain AG zoning and be 133,110 s.f. (3.06 acres) and Lot 2 will be 40,002 s.f. (0.92 acres). The lots would comply with the regulations of the Land Development Code.

Plat Status: The subject property is unplatted as Tracts 1 and 1L, Abstract 331, Andrew J. Caldwell Survey.

DRC Review: The DRC reviewed the request during their April 21, 2025, meeting and the case has been scheduled for the May 12, 2025, Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north are zoned R-20 Single Family

Residential and improved with single-family homes. The property to the south is zoned R-40 Single Family Residential and improved with a church. The properties to the east are zoned R-20 and AG Agricultural and improved with single-family homes. The properties to the west are zoned AG, R-40, and R-30 Single Family Residential and improved with a single-family residential building and a synagogue.

Comprehensive Plan: The City's Comprehensive Plan, *Destination Colleyville*, identifies the subject property for residential development. 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.

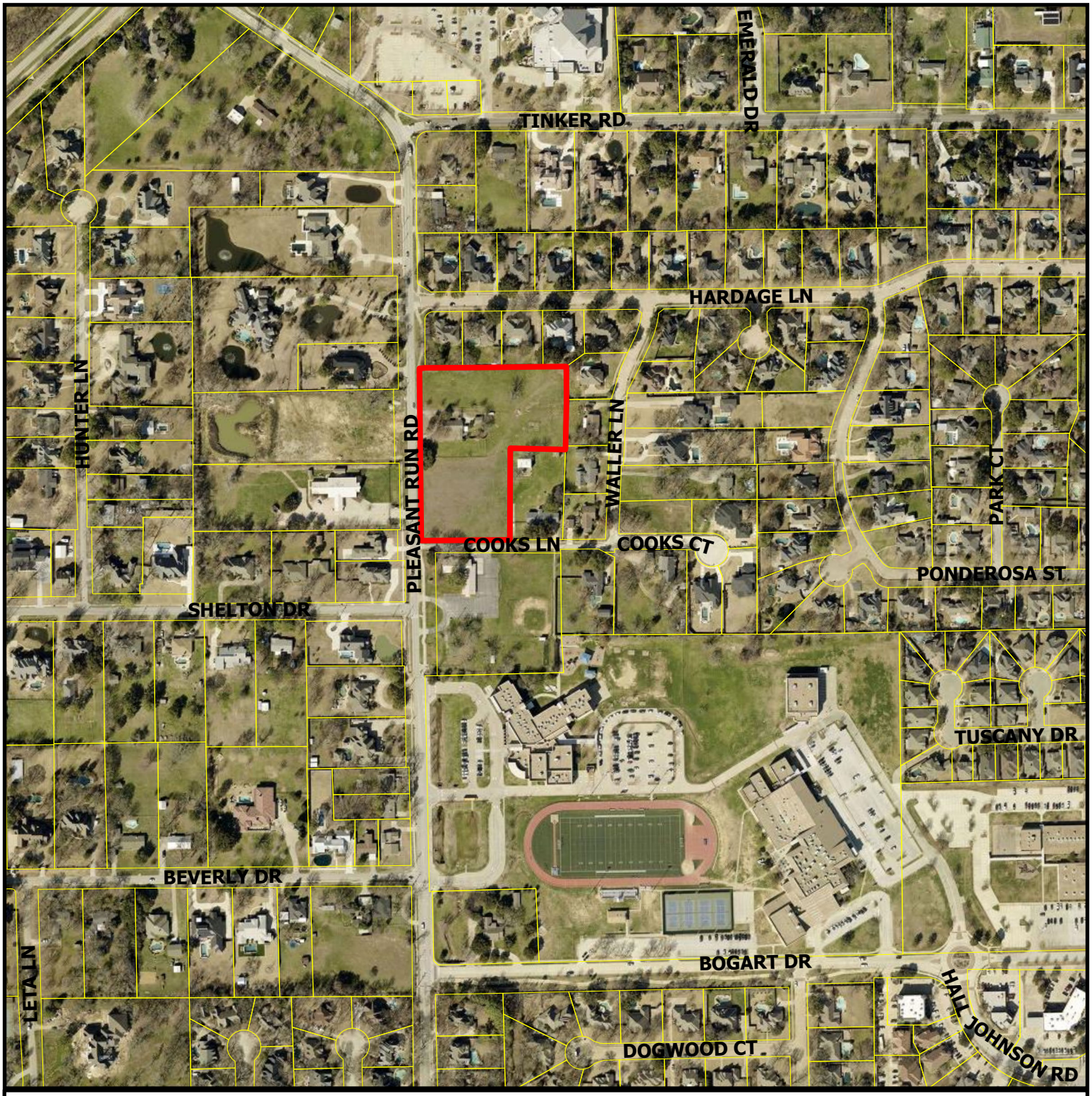
Staff Recommendation: Staff recommends approval of this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their May 12, 2025 meeting by a vote of 7-0.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Zoning Exhibit
5. Plat Exhibit
6. Notification List
7. Notification Letter
8. Notification Map
9. Ordinance O-25-2333

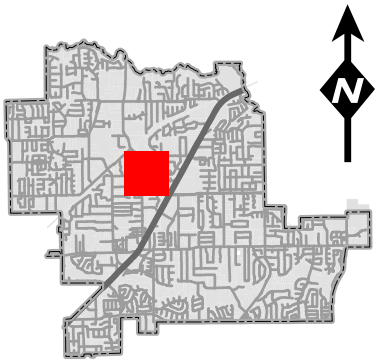
Aerial Map



CITY OF COLLEYVILLE TEXAS

PC25-011

6105 Pleasant Run Road



Subject Property

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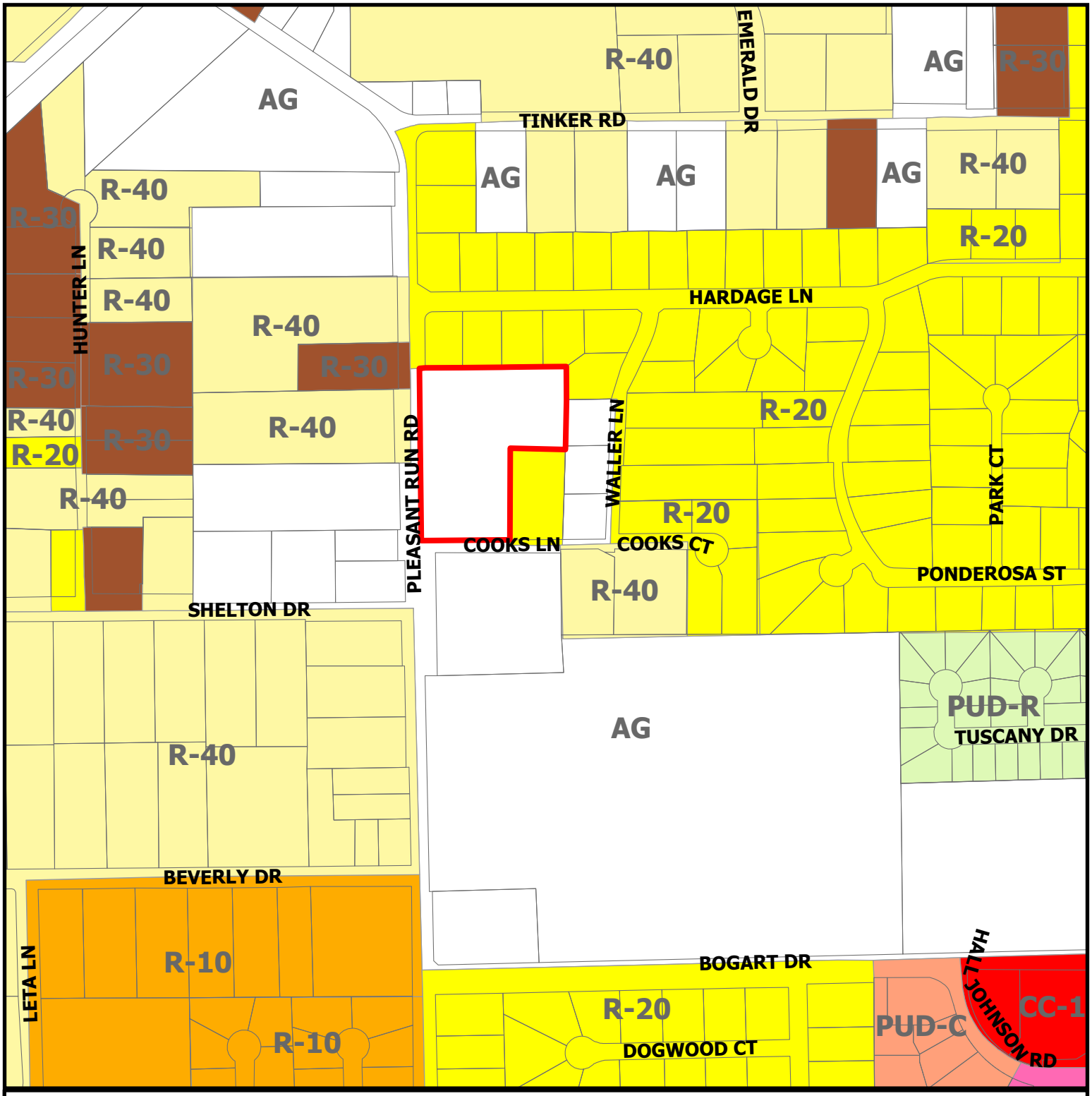
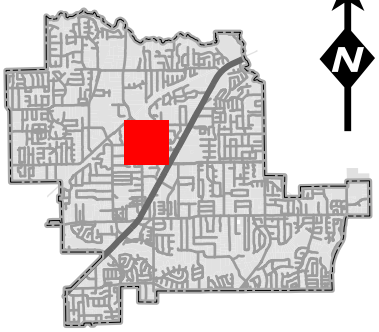
Zoning Map



CITY OF COLLEYVILLE TEXAS

PC25-011

6105 Pleasant Run Road



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Subject Property

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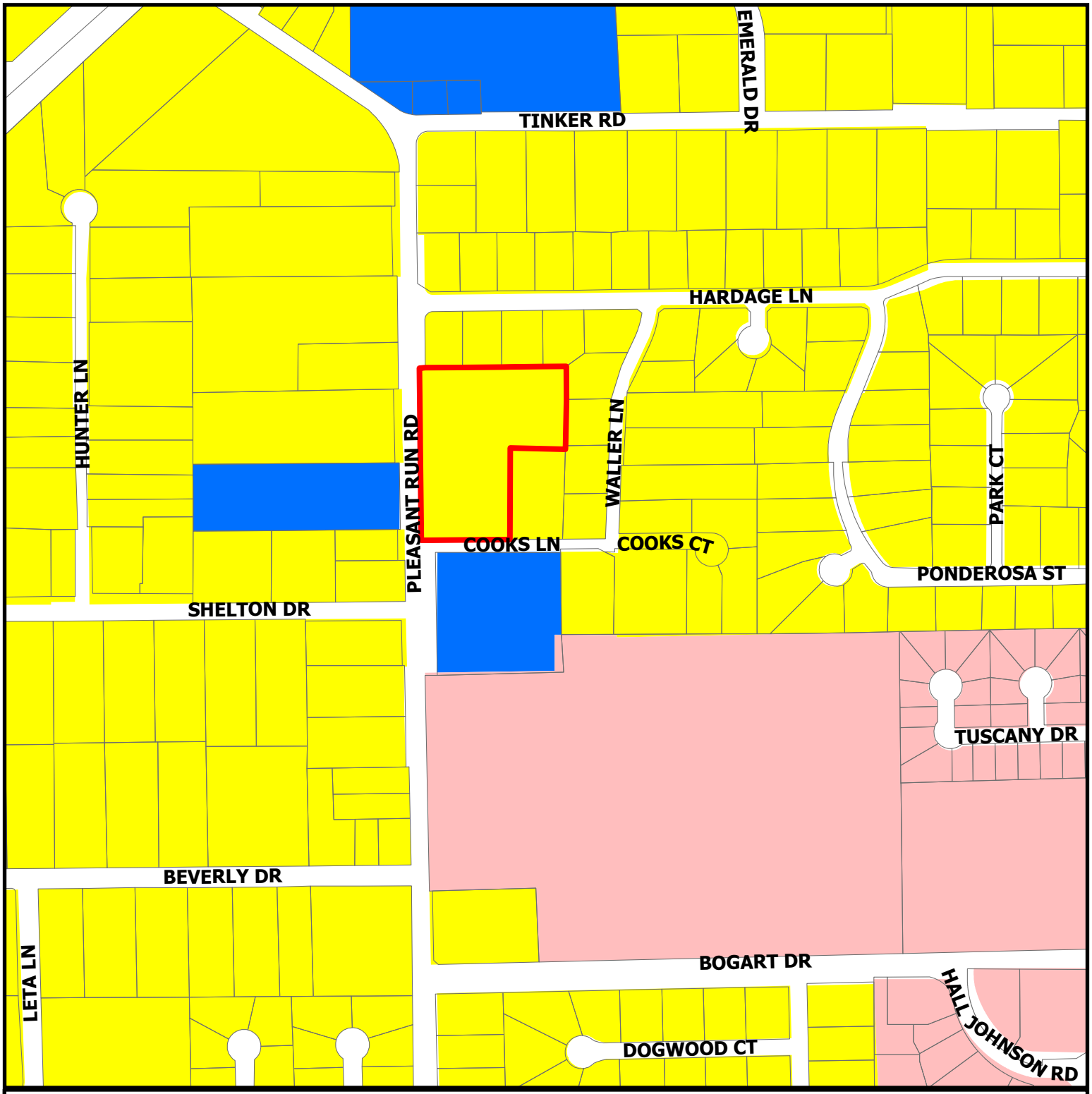
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

PC25-011

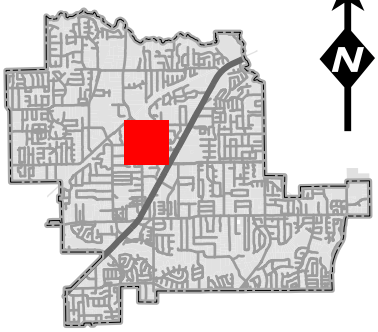
6105 Pleasant Run Road

Residential

Institutional

Colleyville Blvd Corridor

Subject Property



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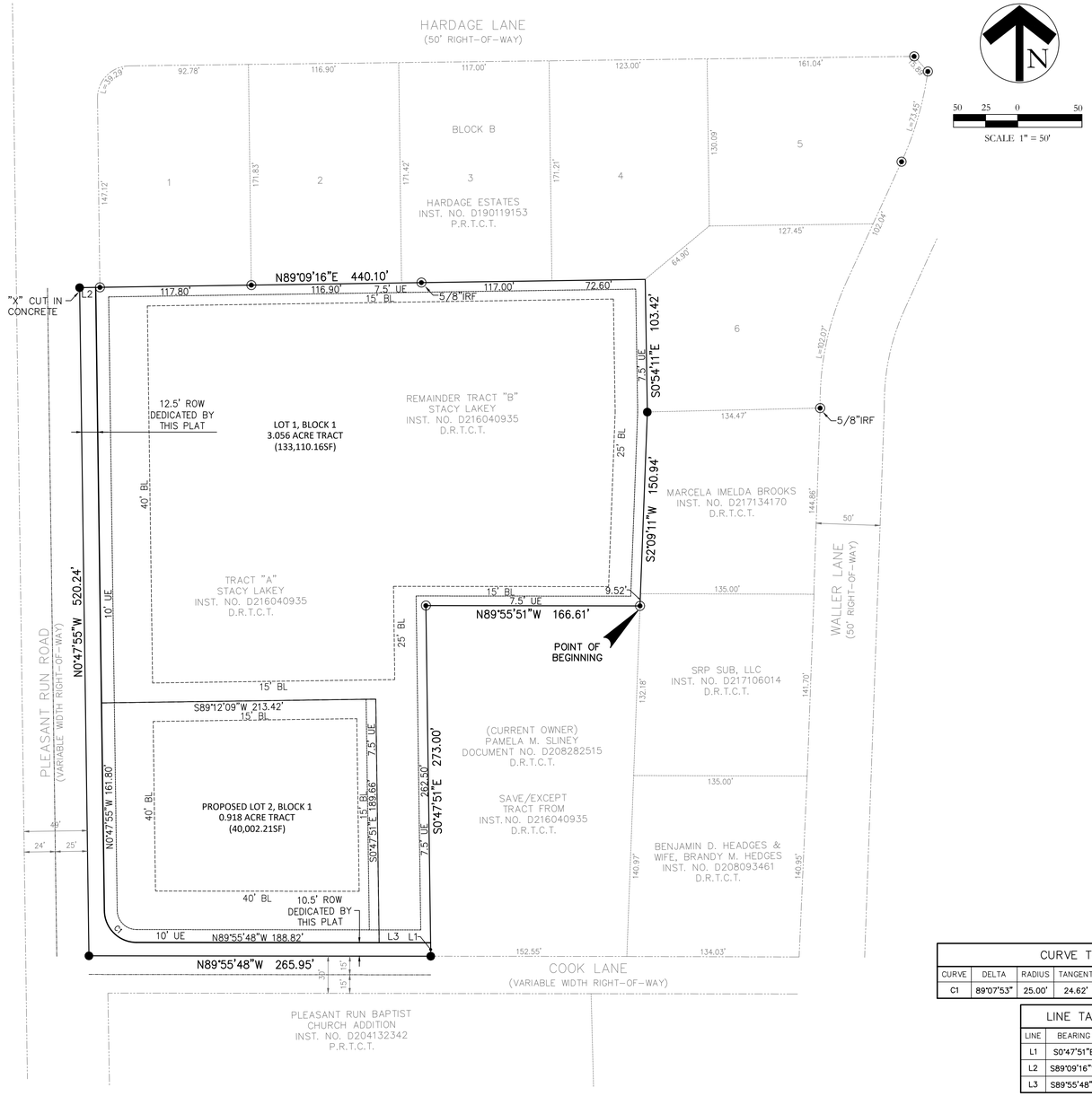


FIELD NOTE DESCRIPTION
4.188 ACRE TRACT

BEING a tract of land situated in the A.J. Caldwell Survey, Abstract Number 331, Tarrant County, Texas and being those tracts of land referred to as Tracts "A" & "B", conveyed to Stacy Lakey, according to the document filed of record in Instrument Number D216040935, Deed Records Tarrant County, Texas, (D.R.T.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the west line of that tract of land conveyed to SPR SUB, LLC according to the document filed of record in Instrument Number D217106014 (D.R.T.C.T.) for the northeast corner of that tract of land conveyed to Pamela M. Sliney according to the document filed of record in Document Number D208282515 (D.R.T.C.T.) and being the most northerly southeast corner of the tract described herein.

THENCE, N 89° 55' 51" W, with the north line of said Sliney tract, a distance of 166.61 feet to a 1/2" iron rod found for the northwest corner of said tract and common corner of this tract.

THENCE, S 00° 47' 51" E, with the west line of said Sliney tract, a distance of 273.00 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set in the north line of Cooks Lane for the southwest corner of said Sliney tract and being the most southerly southeast corner of this tract.

THENCE, N 89° 55' 48" W, with said north line, a distance of 265.95 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set at the intersection of said north line with the east line of Pleasant Run for the southwest corner of this tract.

THENCE, N 00° 47' 55" W, with said east line, a distance of 520.24 feet to an "X" cut in concrete, set for the northwest corner of this tract.

THENCE, N 89° 09' 16" E, leaving said east line, passing at a distance of 15.80 feet, a 1/2" iron rod found for the most northerly southwest corner of Hardage Estates, an addition to the City of Colleyville, according to the plat filed of record in Instrument Number D190119153, Plat Records Tarrant County, Texas, continuing for a total distance of 440.10 feet to a 1/2" iron rod with plastic cap stamped "JVC" set for the interior "ell" corner of said Hardage Estates, same being the common northeast corner of this tract.

THENCE, S 00° 54' 11" E, with the west line of said Hardage Estates, a distance of 103.42 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set for the most westerly southwest corner of said Hardage Estates, same being the northwest corner of that tract of land conveyed to Marcela Imelda Brooks, according to the document filed of record in Instrument Number D217134170 (D.R.T.C.T.) and being a common east corner of this tract.

THENCE, S 02° 09' 11" W, with the west line of said Brooks tract and a portion of the west line of the above-mentioned SPR SUB, LLC tract, a distance of 150.94 feet to the POINT OF BEGINNING, containing 4.188 acres of land.

FIELD NOTE DESCRIPTION
0.918 ACRE TRACT (LEASE AREA PLAT)

BEING a tract of land situated in the A.J. Caldwell Survey, Abstract Number 331, Tarrant County, Texas and being a portion of that tract of land referred to as Tracts "A", conveyed to Stacy Lakey, according to the document filed of record in Instrument Number D216040935, Deed Records Tarrant County, Texas, (D.R.T.C.T.) and being more particularly described as follows:

COMMENCING at the southwest corner of said Tract "A", located at the intersection of the north line of Cooks Lane and the east line of Pleasant Run.

THENCE N 00° 47' 55" W, with said east line, a distance of 196.74 feet and leaving said east line N 89° 12' 05" E, a distance of 12.50 feet to the northwest corner of this tract and POINT OF BEGINNING.

THENCE N 89° 12' 05" E, over and across the above-mentioned Tract "A", a distance of 213.42 feet to the northeast corner of this tract.

THENCE S 00° 47' 51" E, continuing over and across said Tract "A", a distance of 189.66 feet, to the southeast corner of this tract.

THENCE N 89° 55' 48" W, a distance of 188.82 feet to a corner of this tract at the beginning of a curve to the right, having a central angle of 89° 07' 53", a radius of 25.00 feet and a chord bearing and distance of N 45° 21' 52" W, 35.09 feet.

THENCE N 00° 47' 55" W, a distance of 161.80 feet to the POINT OF BEGINNING, containing 40,002 square feet or 0.918 acres of land.

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	89°07'53"	25.00'	24.62'	38.89'	S45°21'52"E 35.09'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°47'51"E	10.50'
L2	S89°09'16"W	15.80'
L3	S89°55'48"E	40.00'

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That We, , Owners, do hereby adopt this plat designating the hereinbefore described property as , and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 20___.

_____.
Owners Name

STATE OF TEXAS ⸸
COUNTY OF TARRANT ⸸

Before me, the undersigned Notary Public in and for said county and State on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therin expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

Notary Public in and for Tarrant County _____.

My printed name _____.

My commission expires: _____.

Planning and Zoning Commission Approval

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 20___, to approve this Plat.

_____.
Mayor, City of Colleyville

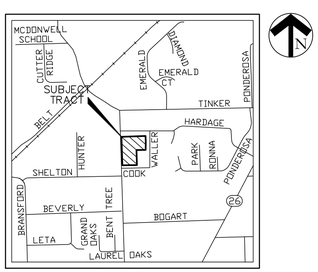
_____.
Attest: City Secretary

City Council Approval

WHEREAS The City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____ 20___, to approve this Plat.

_____.
Date

_____.



LOCATION MAP
NOT TO SCALE

LEGEND

⊙	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
●	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
AC	Acre
BL	Building Line
C1	Curve No.
Esmt	Easement
L1	Line No.
SF	Square Feet
UE	Utility Easement

NOTES:

1. THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 48439C0095K, DATED SEPTEMBER 25, 2009 FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS.

2. THE ACREAGE TOTALS AS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THIS SURVEY. THEY DO NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.

BASIS OF BEARING STATEMENT:

BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.999880014.

The purpose of this plat is to subdivide one lot into two.

PRELIMINARY PLAT

G.G. COOKS PLACE

Lot 1, Lot 2; Block 1

4.188 Acres out of the A.J. Caldwell Survey,
Abstract No. 331, City of Colleyville

City of Colleyville
Tarrant County, Texas

17 April 2025

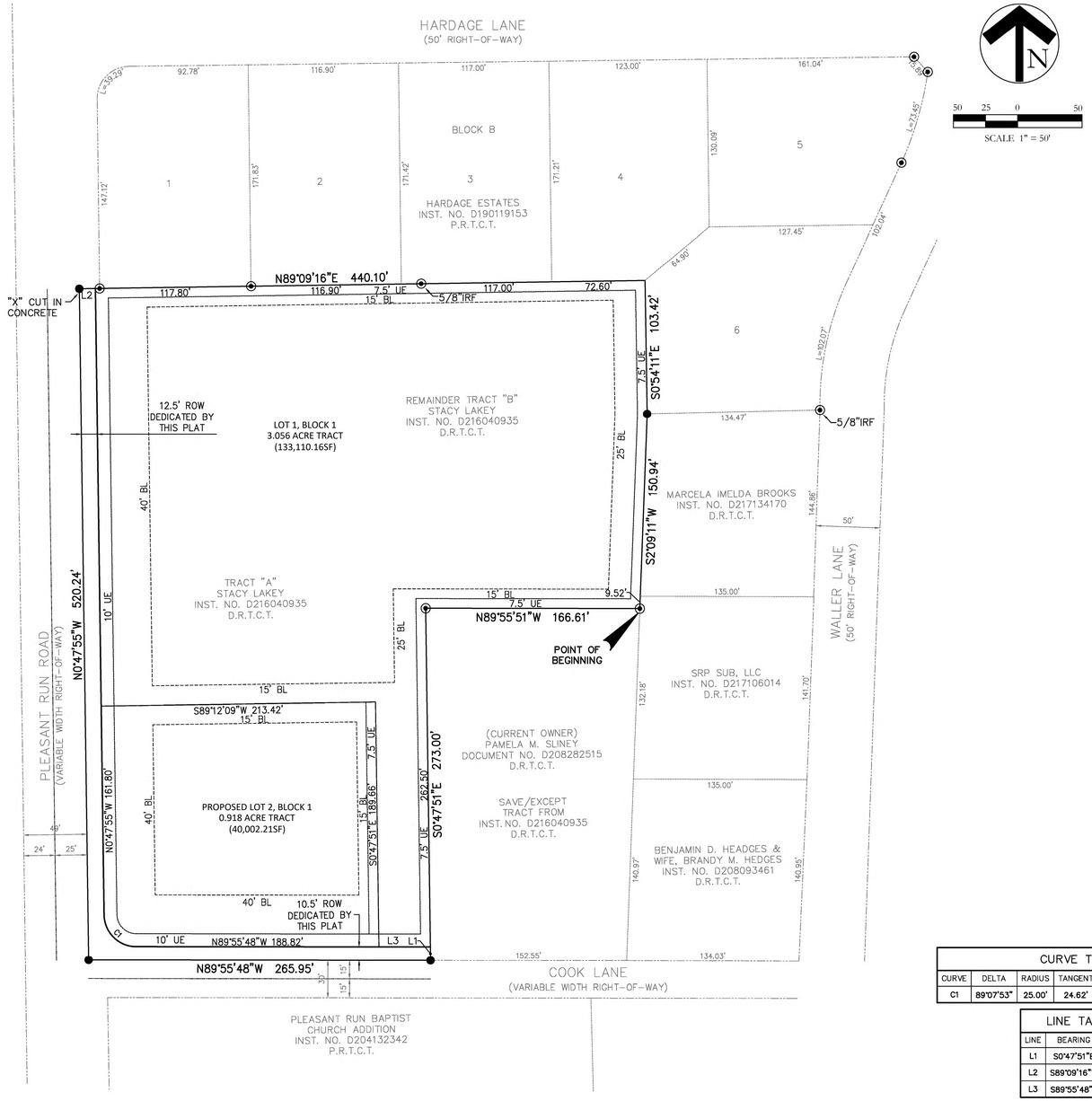
SHEET 1 OF 1

Owner / Applicant:
Stacy Lakey
6105 Pleasant Run Road
Colleyville, TX. 76034
(817) 689-7554
attn: Scott Lakey
email: slakey@highpeakenergy.com

Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
attn: Claudio Segovia, PE
email: claudio.segovia@johnsonvolk.com

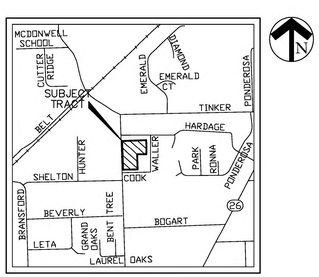
JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano,TX 75074 | 972.201.3100

j:\civil 3d projects\tcl - scott lakey\tcl501 - c0105 pleasant run\civil plans\dwg\sheets\preliminary plat\tcl501 - preliminary plat.dwg



CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	89°07'53"	25.00'	24.62'	38.89'	S45°21'52"E 35.09'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°47'51"E	10.50'
L2	S89°09'16"W	15.80'
L3	S89°55'48"E	40.00'



LOCATION MAP
NOT TO SCALE

LEGEND

⊙	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
●	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
AC	Acre
BL	Building Line
C1	Curve No.
Esmt	Easement
L1	Line No.
SF	Square Feet
UE	Utility Easement

NOTES:

1. THE SUBJECT TRACT LIES WITHIN ZONE X (UNSHADED), DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 48439C0095K, DATED SEPTEMBER 25, 2009 FOR TARRANT COUNTY, TEXAS AND INCORPORATED AREAS.

2. THE ACREAGE TOTALS AS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THIS SURVEY. THEY DO NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.

BASIS OF BEARING STATEMENT:

BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.999880014.

FIELD NOTE DESCRIPTION
4.188 ACRE TRACT

BEING a tract of land situated in the A.J. Caldwell Survey, Abstract Number 331, Tarrant County, Texas and being those tracts of land referred to as Tracts "A" & "B", conveyed to Stacy Lakey, according to the document filed of record in Instrument Number D216040935, Deed Records Tarrant County, Texas, (D.R.T.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the west line of that tract of land conveyed to SPR SUB, LLC according to the document filed of record in Instrument Number D217106014 (D.R.T.C.T.) for the northeast corner of that tract of land conveyed to Pamela M. Sliney according to the document filed of record in Document Number D208282515 (D.R.T.C.T.) and being the most northerly southeast corner of the tract described herein.

THENCE, N 89° 55' 51" W, with the north line of said Sliney tract, a distance of 166.61 feet to a 1/2" iron rod found for the northwest corner of said tract and common corner of this tract.

THENCE, S 00° 47' 51" E, with the west line of said Sliney tract, a distance of 273.00 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set in the north line of Cooks Lane for the southwest corner of said Sliney tract and being the most southerly southeast corner of this tract.

THENCE, N 89° 55' 48" W, with said north line, a distance of 265.95 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set at the intersection of said north line with the east line of Pleasant Run for the southwest corner of this tract.

THENCE, N 00° 47' 55" W, with said east line, a distance of 520.24 feet to an "X" cut in concrete, set for the northwest corner of this tract.

THENCE, N 89° 09' 16" E, leaving said east line, passing at a distance of 15.80 feet, a 1/2" iron rod found for the most northerly southwest corner of Hardage Estates, an addition to the City of Colleyville, according to the plat filed of record in Instrument Number D190119153, Plat Records Tarrant County, Texas, continuing for a total distance of 440.10 feet to a 1/2" iron rod with plastic cap stamped "JVC" set for the interior "ell" corner of said Hardage Estates, same being the common northeast corner of this tract.

THENCE, S 00° 54' 11" E, with the west line of said Hardage Estates, a distance of 103.42 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set for the most westerly southwest corner of said Hardage Estates, same being the northwest corner of that tract of land conveyed to Marcela Imelda Brooks, according to the document filed of record in Instrument Number D217134170 (D.R.T.C.T.) and being a common east corner of this tract.

THENCE, S 02° 09' 11" W, with the west line of said Brooks tract and a portion of the west line of the above-mentioned SPR SUB, LLC tract, a distance of 150.94 feet to the POINT OF BEGINNING, containing 4.188 acres of land.

FIELD NOTE DESCRIPTION
0.918 ACRE TRACT (LEASE AREA PLAT)

BEING a tract of land situated in the A.J. Caldwell Survey, Abstract Number 331, Tarrant County, Texas and being a portion of that tract of land referred to as Tracts "A", conveyed to Stacy Lakey, according to the document filed of record in Instrument Number D216040935, Deed Records Tarrant County, Texas, (D.R.T.C.T.) and being more particularly described as follows:

COMMENCING at the southwest corner of said Tract "A", located at the intersection of the north line of Cooks Lane and the east line of Pleasant Run.

THENCE N 00° 47' 55" W, with said east line, a distance of 196.74 feet and leaving said east line N 89° 12' 05" E, a distance of 12.50 feet to the northwest corner of this tract and POINT OF BEGINNING.

THENCE N 89° 12' 05" E, over and across the above-mentioned Tract "A", a distance of 213.42 feet to the northeast corner of this tract.

THENCE S 00° 47' 51" E, continuing over and across said Tract "A", a distance of 189.66 feet, to the southeast corner of this tract.

THENCE N 89° 55' 48" W, a distance of 188.82 feet to a corner of this tract at the beginning of a curve to the right, having a central angle of 89° 07' 53", a radius of 25.00 feet and a chord bearing and distance of N 45° 21' 52" W, 35.09 feet.

THENCE N 00° 47' 55" W, a distance of 161.80 feet to the POINT OF BEGINNING, containing 40,002 square feet or 0.918 acres of land.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That We, , Owners, do hereby adopt this plat designating the hereinbefore described property as , and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 20___.

_____.
Owners Name

STATE OF TEXAS }{
COUNTY OF TARRANT }{

Before me, the undersigned Notary Public in and for said county and State on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therin expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

Notary Public in and for Tarrant County _____.

My printed name _____.

My commission expires: _____.

Planning and Zoning Commission Approval

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this ____ day of _____, 20___, to approve this Plat.

_____.
Mayor, City of Colleyville

_____.
Attest: City Secretary

City Council Approval

WHEREAS The City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____ 20___, to approve this Plat.

_____.
Date

_____.

The purpose of this plat is to subdivide one lot into two.

PRELIMINARY PLAT

G.G. COOKS PLACE

Lot 1, Lot 2; Block 1

4.188 Acres out of the A.J. Caldwell Survey,
Abstract No. 331, City of Colleyville

City of Colleyville
Tarrant County, Texas

17 April 2025
SHEET 1 OF 1

Owner / Applicant:
Stacy Lakey
6105 Pleasant Run Road
Colleyville, TX. 76034
(817) 689-7554
attn: Scott Lakey
email: slakey@highpeakenergy.com

Surveyor/Engineer:
Johnson Volk Consulting, Inc.
704 Central Expressway East, Suite 1200
Plano, TX. 75074
(972) 201-3100
attn: Claudio Segovia, PE
email: claudio.segovia@johnsonvolk.com

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

j:\civil 3d projects\tdl - scott lakey\tdl01 - 6105 pleasant run\rvt plans\dwg\sheets\preliminary plat\tdl01 - preliminary plat.dwg

Owner_Name	Situs_Addr
ARMOR CAPITAL LLC	6200 PLEASANT RUN RD
GROSSMAN, LISA	6014 PLEASANT RUN RD
GEIGENMILLER, STACY	900 HARDAGE LN
ASAFF, CHRISTOPHER	902 HARDAGE LN
GOMEZ SPLAWN, ESTHER	904 HARDAGE LN
MILLSAP, JODI	906 HARDAGE LN
EASTHAM, DAVID W	1000 HARDAGE LN
LAURENCE, JOSHUA	1002 HARDAGE LN
ROSENJACK, RICHARD	1004 HARDAGE LN
GMW 2016 FAMILY TRUST	1006 HARDAGE LN
HUGHES, HOWARD	901 HARDAGE LN
HOPSON, JOHN D	903 HARDAGE LN
JENKINS, STEWART A	905 HARDAGE LN
WRAGE, H ALLEN	907 HARDAGE LN
POOLE, JOHN	1001 HARDAGE LN
ENGLERT, EVELYN H	6114 WALLER LN
MALIN, DAVID	6117 WALLER LN
BURAK, STEVEN T	6119 WALLER LN
NICHOLS, TIMOTHY S	1007 HARDAGE CIR
BARBER, JAMES T	1009 HARDAGE CIR
ZIOBER, ALVIN	6109 WALLER LN
LAPSIWALA, SAMIR	6212 PLEASANT RUN RD
MENON, SUNEEL	6204 PLEASANT RUN RD
KHUBCHANDANI, ZUBIN	6208 PLEASANT RUN RD
NALER, DEE ANN	6101 WALLER LN
GUNNIP, MATTHEW	809 SHELTON DR
CUNNINGHAM, STEVEN MICHAEL	6213 PLEASANT RUN RD
GORENA, SANDI J	909 TINKER RD
BRENDEL, MATTHEW	911 TINKER RD
HOFFMANN, AMY	1005 TINKER RD
AGLER, WESLEY	1009 TINKER RD
WAI, ROBERT	6115 WALLER LN
MILLER, TODD	6113 WALLER LN
DAY, JAMES B	805 SHELTON DR
CRUSON, GLEN A	5916 PLEASANT RUN RD
COMPASS REALTY LP	6001 PLEASANT RUN RD
PANNO, RYAN	6105 WALLER LN
JUSTICE, ANTHONY	1000 COOKS CT
HENDRIX, NOELANI	1001 COOKS CT
RICKS, JEROME	816 SHELTON DR
KERLEE, TWYLA	800 SHELTON DR
WALKER, DONNA	804 SHELTON DR
CONGREGATION BETH ISRAEL	6100 PLEASANT RUN RD
DAVIS, DONALD	6228 PLEASANT RUN RD
COULTER, MONA COOK	6105 PLEASANT RUN RD
MCMEANS, JAY B	6013 COOKS LN
HEDGES, B D	6104 WALLER LN
SRP SUB LLC	6108 WALLER LN
BROOKS, MARCELA	6112 WALLER LN
SLINEY, PAMELA M	6008 COOKS LN
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
CLAUDIO SEGOVIA	APPLICANT

NOTICE OF PUBLIC HEARING

«Owner_Name»
«Owner_Address»
«Owner_City» «Owner_Zip»

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

Planning and Zoning Commission Meeting: Monday, May 12, 2025 at 7:00 p.m.
City Council Meetings: Tuesday, June 3, 2025 & Tuesday, June 17, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

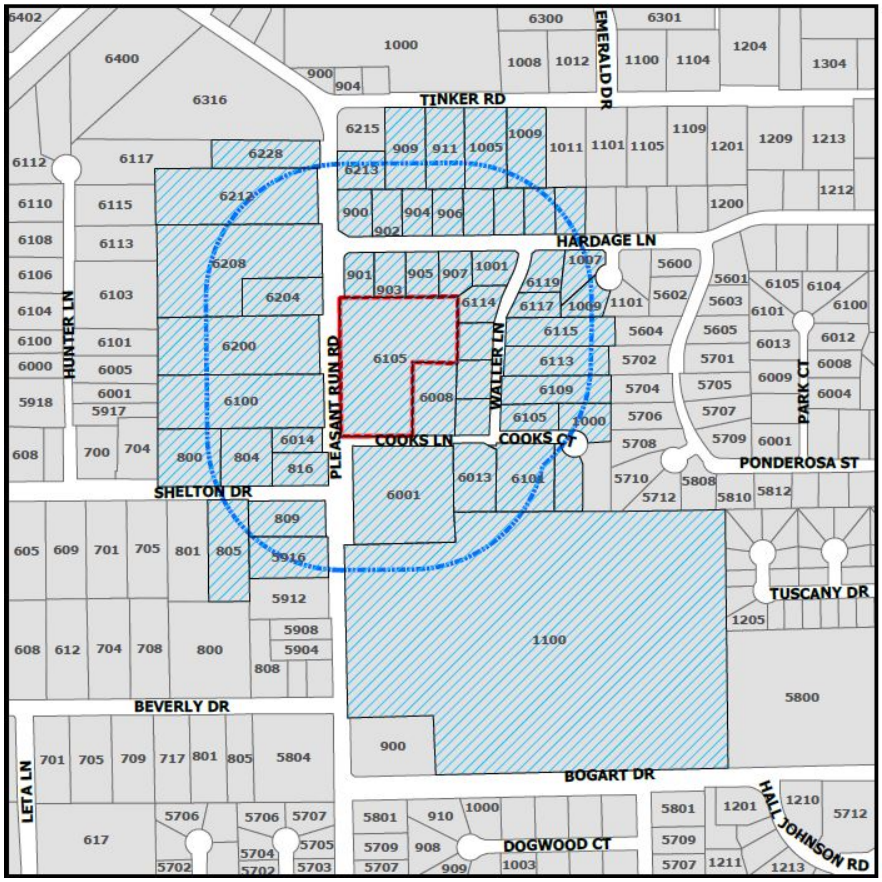
Request:	Consideration of a rezoning from the AG Agricultural to R-40 Single Family Residential district on a portion of Tract 1 & 1L, Abstract 331, Andrew J. Caldwell Survey, located at 6105 Pleasant Run Road, Case ZC25-010. The request is to rezone a portion of the property to the R-40 Single Family Residential zoning district to allow for a separate lot to be subdivided out. The tract would be platted into two lots.
Zoning Case:	ZC25-010
Applicant:	Claudio Segovia
Owner:	Mona Cook Coulter
Location:	6105 Pleasant Run Road
Property Description:	Tract 1 & 1L, Abstract 331, Andrew J. Caldwell 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 or email below:

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

NOTICE OF PUBLIC HEARING



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

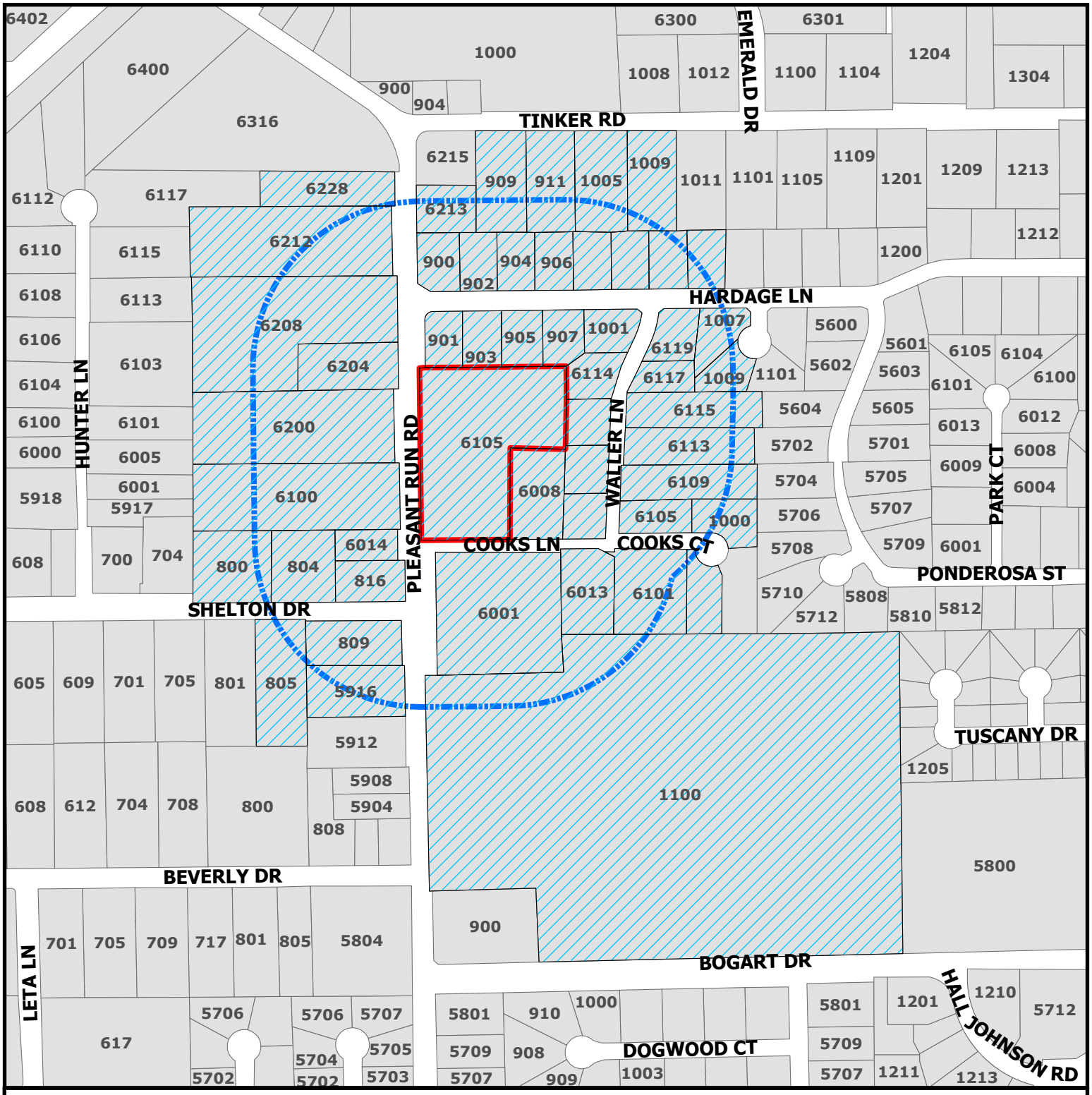
The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):

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

Kris Potts

Kris Potts
Planner

Notification Map



CITY OF COLLEYVILLE TEXAS

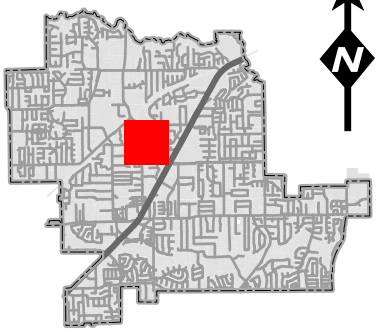
PC25-011

6105 Pleasant Run Road

Parcels to be notified

Buffer

Subject Property



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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.

ORDINANCE O-25-2333

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 1.03 ACRES, BEING A PORTION OF TRACTS 1 AND 1L, ABSTRACT 331, ANDREW J. CALDWELL SURVEY, BY AUTHORIZING A REZONING FROM AG AGRICULTURAL TO R-40 SINGLE-FAMILY RESIDENTIAL SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning from AG Agricultural to R-40 Single-Family Residential district under Case ZC25-010; and

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

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

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

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a rezoning from AG Agricultural to R-40 Single-Family Residential on 1.03 acres, being a portion of Tracts 1 and 1L, Abstract 331, Andrew J. Caldwell Survey, located at 6105 Pleasant Run Road, as depicted on the attached as Exhibit "A".

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

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

1. GENERAL

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

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

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

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

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of June 2025.

The second reading and public hearing being conducted on the 17th day of June 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 17TH DAY OF JUNE 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:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map

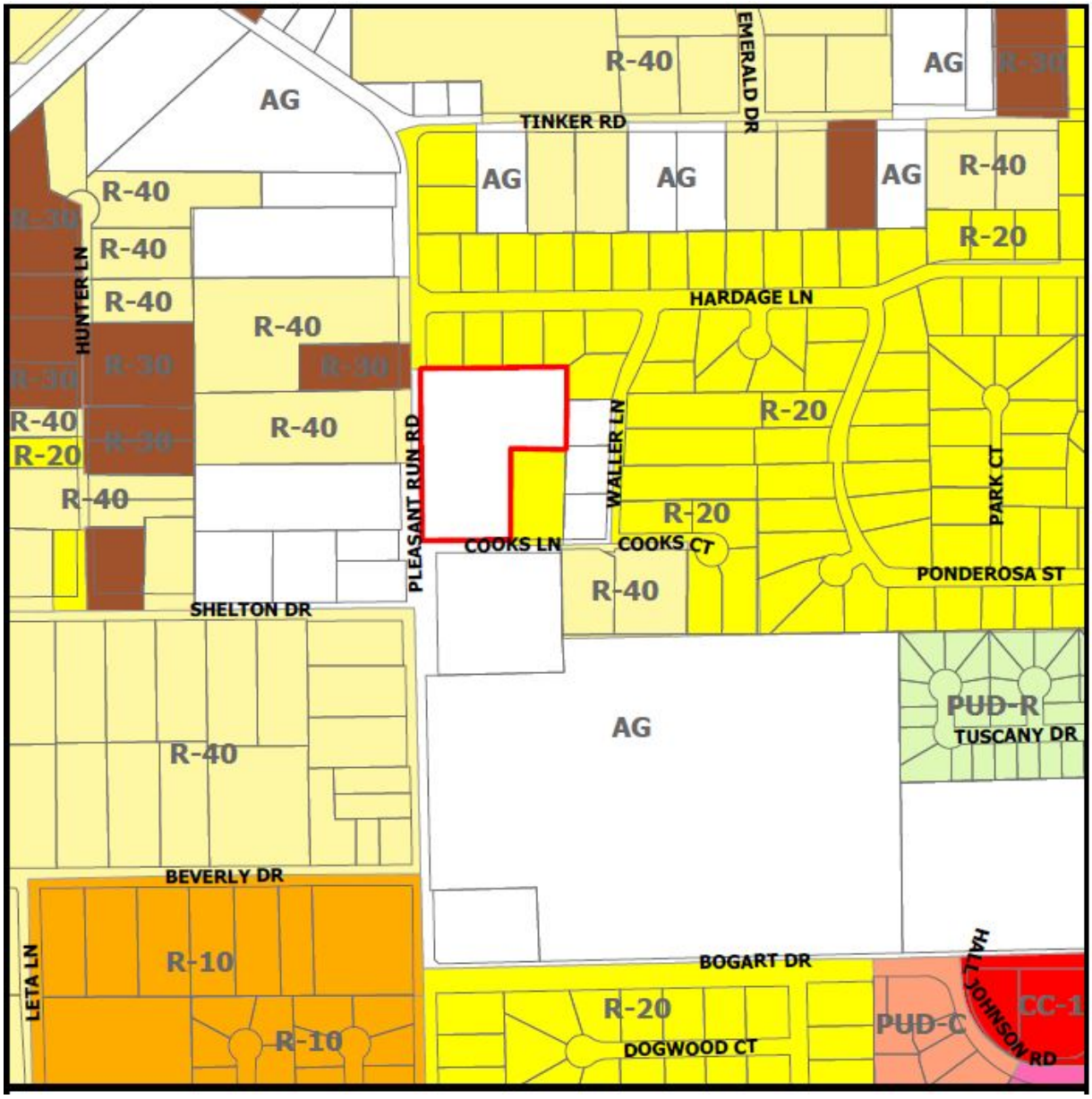
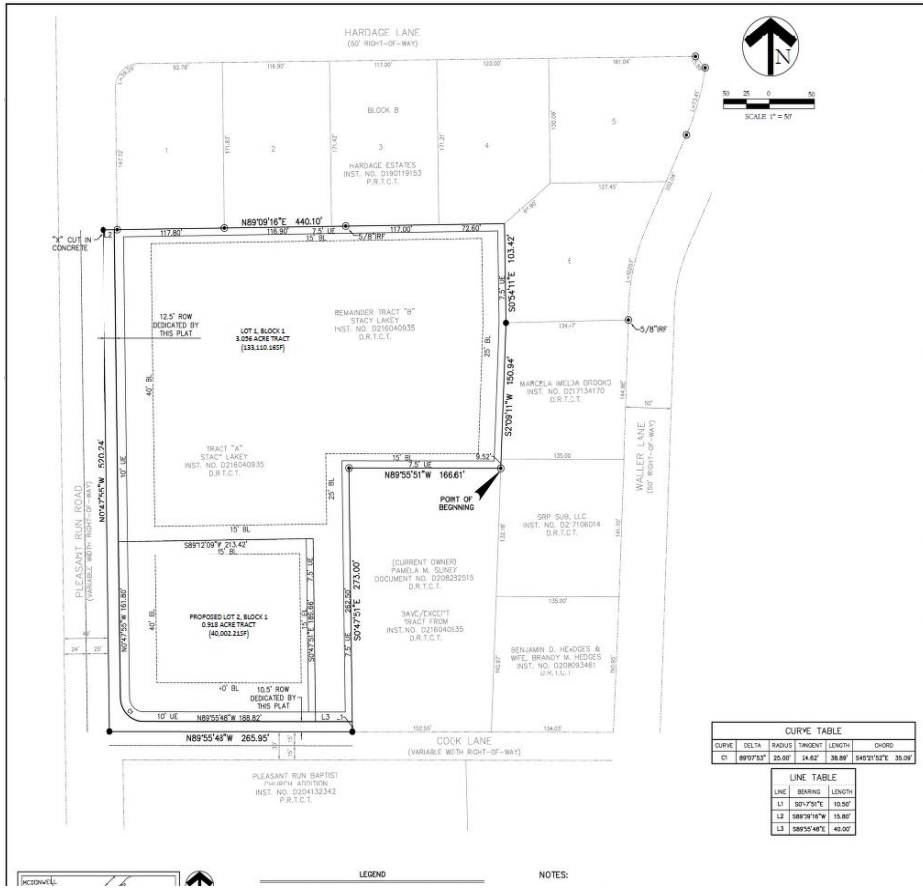


Exhibit "B" – Zoning Exhibit



CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	89°07'53"	25.00'	24.62'	38.89'	S45°21'52"E 35.09'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°-7'51"E	10.50'
L2	S89°39'16"W	15.80'
L3	S89°55'48"E	40.00'

LEGEND

NOTES:

FIELD NOTE DESCRIPTION
4.188 ACRE TRACT

BEING a tract of land situated in the A.J. Caldwell Survey, Abstract Number 331, Tarrant County, Texas and being those tracts of land referred to as Tracts "A" & "B", conveyed to Stacy Lakey, according to the document filed of record in Instrument Number D216040935, Deed Records Tarrant County, Texas, (D.R.T.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the west line of that tract of land conveyed to SPR SUB, LLC according to the document filed of record in Instrument Number D217106014 (D.R.T.C.T.) for the northeast corner of that tract of land conveyed to Pamela M. Sliney according to the document filed of record in Document Number D208232515 (D.R.T.C.T.) and being the most northerly southeast corner of the tract described herein.

THENCE, N 89° 55' 51" W, with the north line of said Sliney tract, a distance of 166.61 feet to a 1/2" iron rod found for the northwest corner of said tract and common corner of this tract.

THENCE, S 00° 47' 51" E, with the west line of said Sliney tract, a distance of 273.00 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set in the north line of Cooks Lane for the southwest corner of said Sliney tract and being the most southerly southeast corner of this tract.

THENCE, N 89° 55' 48" W, with said north line, a distance of 265.95 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set at the intersection of said north line with the east line of Pleasant Run for the southwest corner of this tract.

THENCE, N 00° 47' 55" W, with said east line, a distance of 520.24 feet to an "X" cut in concrete, set for the northwest corner of this tract.

THENCE, N 89° 09' 16" E, leaving said east line, passing at a distance of 15.80 feet, a 1/2" iron rod found for the most northerly southwest corner of Hardage Estates, an addition to the City of Colleyville according to the plat filed of record in Instrument Number D190119153, Plat Records Tarrant County, Texas, continuing for a total distance of 440.10 feet to a 1/2" iron rod with plastic cap stamped "JVC" set for the interior "el" corner of said Hardage Estates, same being the common northeast corner of this tract.

THENCE, S 00° 54' 11" E, with the west line of said Hardage Estates, a distance of 103.42 feet to a 1/2" iron rod with yellow plastic cap stamped "JVC" set for the most westerly southwest corner of said Hardage Estates, same being the northwest corner of that tract of land conveyed to Marcela Imelda Brooks, according to the document filed of record in Instrument Number D217134170 (D.R.T.C.T.) and being a common east corner of this tract.

THENCE, S 02° 09' 11" W, with the west line of said Brooks tract and a portion of the west line of the above-mentioned SPR SUB, LLC tract, a distance of 150.84 feet to the POINT OF BEGINNING, containing 4.188 acres of land.

FIELD NOTE DESCRIPTION
0.918 ACRE TRACT (LEASE AREA PLAT)

BEING a tract of land situated in the A.J. Caldwell Survey, Abstract Number 331, Tarrant County, Texas and being a portion of that tract of land referred to as Tracts "A", conveyed to Stacy Lakey, according to the document filed of record in Instrument Number D216040935, Deed Records Tarrant County, Texas, (D.R.T.C.T.) and being more particularly described as follows:

COMMENCING at the southwest corner of said Tract "A", located at the intersection of the north line of Cooks Lane and the east line of Pleasant Run.

THENCE N 00° 47' 55" W, with said east line, a distance of 196.74 feet and leaving said east line N 89° 12' 05" E, a distance of 12.50 feet to the northwest corner of this tract and POINT OF BEGINNING.

THENCE N 00° 12' 05" E, over and across the above mentioned Tract "A", a distance of 213.42 feet to the northeast corner of this tract.

THENCE S 00° 47' 51" E, continuing over and across said Tract "A", a distance of 189.66 feet, to the southeast corner of this tract.

THENCE N 89° 55' 48" W, a distance of 188.82 feet to a corner of this tract at the beginning of a curve to the right, having a central angle of 89° 07' 53", a radius of 23.00 feet and a chord bearing and distance of N 40° 21' 52" W, 23.09 feet.

THENCE N 00° 47' 55" W, a distance of 161.80 feet to the POINT OF BEGINNING, containing 40,002 square feet or 0.918 acres of land.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That We, , Owners, do hereby adopt this plat designating the hereinbefore described property as , and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 20__.

_____
Owners Name

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned Notary Public in and for said county and State on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for Tarrant County _____

My printed name _____

My commission expires: _____

Planning and Zoning Commission Approval

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on the ____ day of _____, 20__, to approve this Plat.

_____
Mayor, City of Colleyville

_____
Attest: City Secretary

City Council Approval

WHEREAS The City Council of the City of Colleyville, Texas voted affirmatively on this ____ day of _____ 20__, to approve this Plat.

_____
Date

_____

The purpose of this plat is to subdivide one lot into two.

PRELIMINARY PLAT

G.G. COOKS PLACE

CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 7a **Agenda Date** 6/3/2025 **Number** Resolution R-25-5047
Type Resolution
Department Community Development

Title
Consideration of a replat for Lot 1R1R and 1R2, Block 1, Westcoat Place Addition, being Lot 1R1, Block 1, Westcoat Place Addition, located at 6200 Bransford Road, Case PC25-012

Explanation
Reading and Public Hearing

Valri Robertson, the applicant, has submitted a request for a replat for Lots 1R1R and 1R2, Block 1, Westcoat Place Addition, being Lot 1R1, Block 1, Westcoat Place Addition, being approximately 4.42 acres, and zoned R-30 Single Family Residential and R-40 Single Family Residential. The purpose is to allow for the existing lot to be platted into two separate lots, one being R-30 and another being R-40.

Existing Conditions/Background: The subject property, 6200 Bransford Road, has split zoning and is zoned R-30 and R-40 Single Family Residential. The lot is located on the northwest side of the intersection of L.D. Lockett Road and Bransford Road. A replat for the property was approved in 2020 which allowed two lots to be combined into one. The property is currently developed with one single-family house.

Lot Dimensions and Setbacks: The minimum standards for the R-30 and R-40 zoning districts are as follows:

Minimum Lot Size	30,000 sq.ft.	40,000 sq. ft.
Minimum Lot Width	125 feet	150 feet
Minimum Lot Depth	125 feet	150 feet
Front Building Line	35 feet	40 feet
Side Building Line	10 feet	15 feet
Rear Building Line	25 feet	25 feet
Max. Lot Coverage	25%	20%
Max. Impervious Coverage	55%	50%

Analysis: The purpose of the replat is to split the existing lot into two separate lots approximately along the zoning district split. The replat will create two lots, with Lot 1R1R being 122,430 s.f. (2.81 acres) and Lot 1R2 being 69,877 s.f. (1.60 acres). Lot 1R1R will be an R-30 lot and Lot 1R2 will be an R-40 lot. Both lots will comply with the standards of each respective zoning district.

Plat Status: The property is platted as Lot 1R1, Block 1, Westcoat Place Addition.

DRC Review: The Development Review Committee (DRC) reviewed this request during their April 21, 2025, meeting and offered the following comments to the applicant:

1. Add a purpose statement to the plat.

2. Provide an updated plat exhibit. (Received on April 22, 2025)

Surrounding Development: The properties to the west and south are zoned R-40 Single Family Residential and developed with single-family homes. The properties to the north are zoned R-40 Single Family Residential and R-30 Single Family Residential and developed with single-family homes. The properties to the east are zoned AG Agricultural and R-40 Single Family Residential.

Tree Preservation: Any subdivision of the subject property must comply with Chapter 5 (Tree Preservation) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

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

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

Staff Recommendation: Staff recommends approval of the replat.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the Replat at their May 12, 2025 meeting by a vote of 7-0.

Attachments

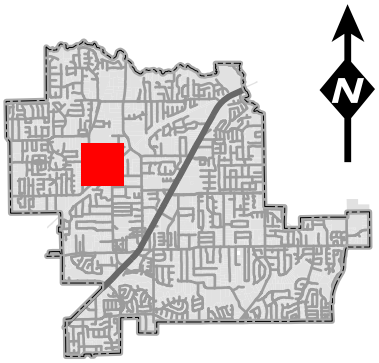
1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Notification List
6. Notification Letter
7. Notification Map
8. Resolution R-25-5047

Aerial Map

CITY OF COLLEYVILLE TEXAS

PC25-012

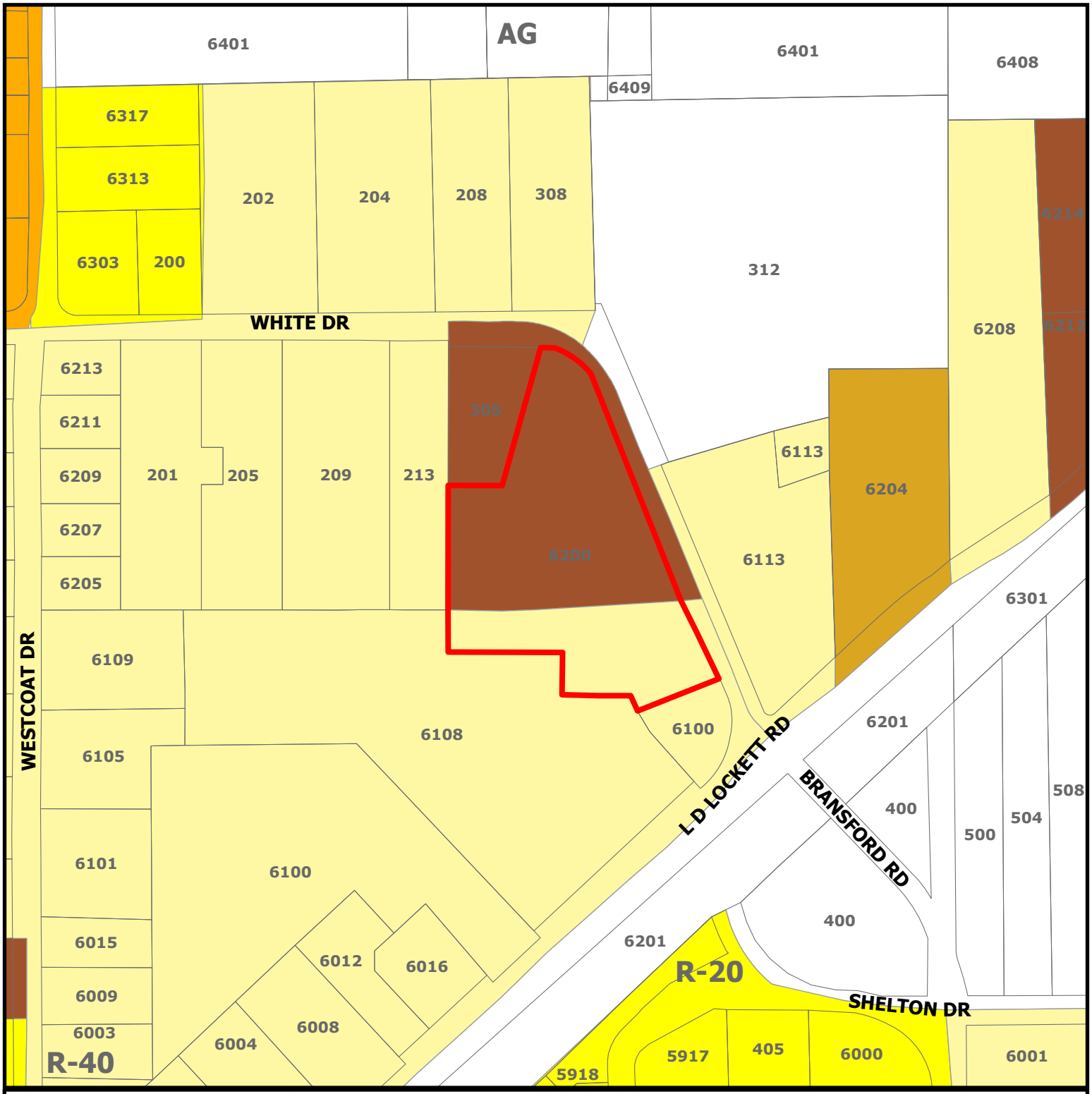
6200 Bransford Road



Subject Property

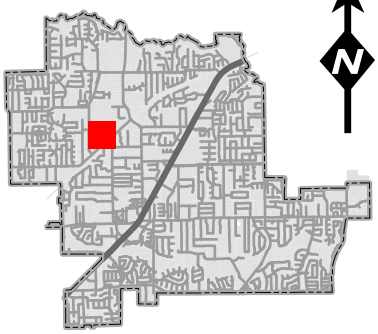
DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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

Zoning Map



PC25-012

6200 Bransford Road



Subject Property

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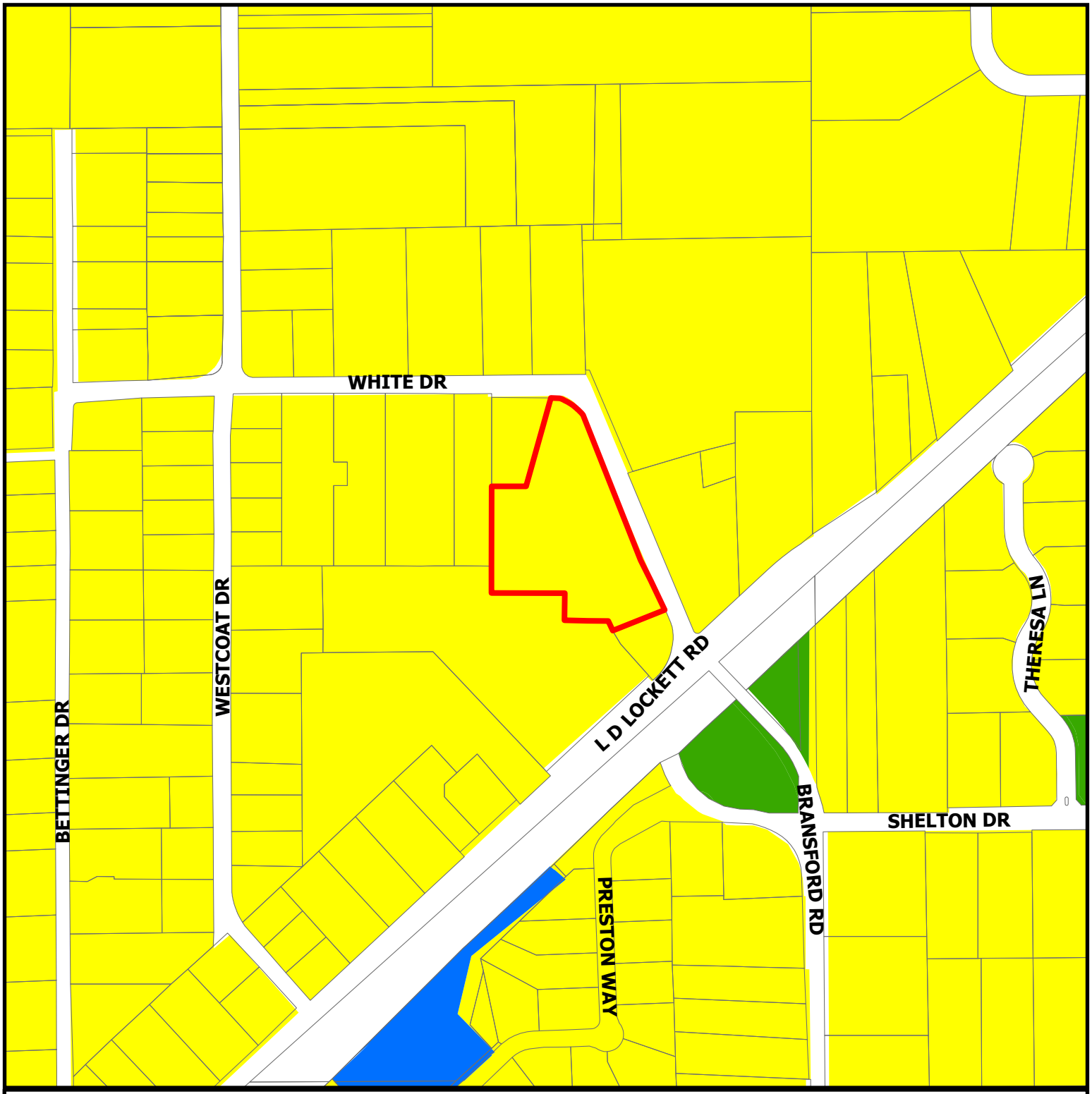
Future Land Use Map



CITY OF COLLEYVILLE TEXAS

PC25-012

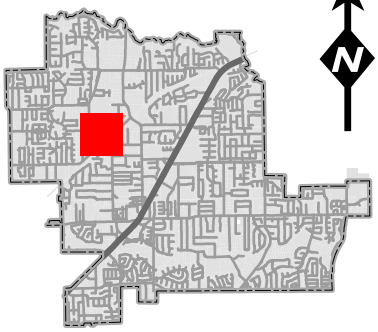
6200 Bransford Road

Residential

Institutional

Open Space; Parks

Subject Property



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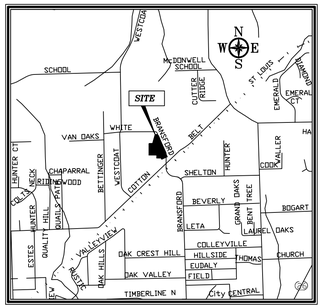
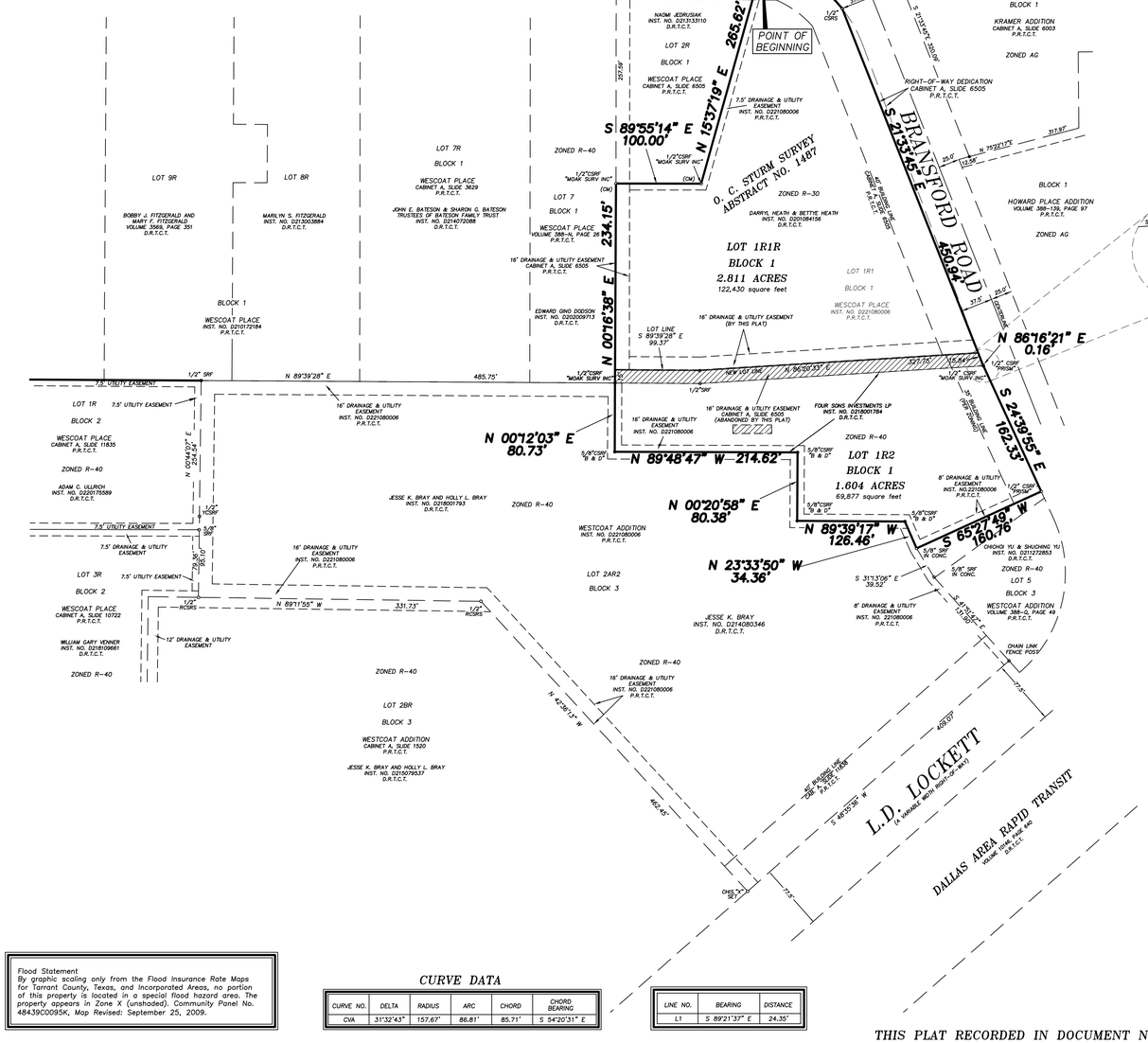


VICINITY MAP
SCALE 1" = 2000'



STATE OF TEXAS }{
COUNTY OF TARRANT }{

WHEREAS, we Darryl Heath, wife Bettye Heath and Four Sons Investments, LP are the owners of Lot 1R1, in Block 1 of Wescoat Place Addition an addition to the City of Colleyville, Tarrant County, Texas as shown on the Plat recorded under Instrument No. D22108006 of the Plat Records of Tarrant County, Texas as evidenced by the Deed recorded under Clerk's File No. D201084156 of the Deed Records of Tarrant County, Texas and Four Sons Investments, LP is the owner of a portion of Lot 1R1 in Block 1 of Wescoat Place an addition to the City of Colleyville as shown on the Plat recorded under Clerk's File No. D221050006 of the Plat Records of Tarrant County, Texas as evidenced by the Deed recorded under Clerk's File No. D218001784 of the Deed Records of Tarrant County, Texas. Embracing 4.415 Acres or 192,307 square feet of land and being more fully described as follows:

BEGINNING at 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" found for corner on the present south right-of-way line of White Drive (a 62.5 foot wide right-of-way) said steel rod being the north common corner between Lots 1R and 2R in Block 1 of Wescoat Place an addition to the City of Colleyville as shown on the Plat recorded in Cabinet A, at Slide 6505 of the Plat Records of Tarrant County, Texas;

THENCE South 89 deg. 21 min. 37 sec. East, departing said Lot 2R and along said south right-of-way line, a distance of 24.35 feet to a 1/2-inch steel rod with a plastic cap stamped "Moak Surv Inc" found for corner at the beginning of a non-tangent curve to the right having a central angle of 31 deg. 32 min. 43 sec., a radius distance of 157.67 feet, a chord bearing of South 54 deg. 20 min. 31 sec. East and a chord distance of 85.71 feet;

THENCE Southeasterly along said curve to the right, an arc distance of 86.81 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" found for corner on the westerly right-of-way line of Bransford Road (a variable width right-of-way);

THENCE South 21 deg. 33 min. 45 sec. East, along said westerly right-of-way line, a distance of 450.94 feet to a 1/2-inch steel rod with a plastic cap stamped "Moak Surv Inc" found for corner;

THENCE North 86 deg. 16 min. 21 sec. East, continuing along said right-of-way, a distance of 0.16 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" found for corner;

THENCE South 24 deg. 39 min. 55 sec. East, continuing along said right-of-way line, a distance of 162.33 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" found for corner at the northeast corner of a tract of land conveyed to Chichol Yu and Shuchig Yu as described in the Deed recorded under Clerk's File No. D211272853 of the Deed Records of Tarrant County, Texas;

THENCE South 65 deg. 27 min. 49 sec. West, departing said westerly right-of-way line and along the north line of said Yu tract, a distance of 160.76 feet to a 5/8-inch steel rod found in concrete for corner on an east line of Lot 2AR2 in Block 3 of Wescoat Plat addition as recorded under Instrument No. D221080006 of the Plat Records of Tarrant County, Texas;

THENCE North 23 deg. 33 min. 50 sec. West along a northeast lines of said Lot 2AR2, a distance of 34.36 feet to a 5/8-inch steel rod fwith a plastic cap stamped "B & D" found for corner;

THENCE North 89 deg. 39 min. 17 sec. West, a distance of 126.46 feet to a 5/8-inch steel rod with a platic cap stamped "B & D" found for corner;

THENCE North 00 deg. 20 min. 58" East, a distance of 80.38 feet to a 5/8- inch steel rod with a plastic cap stamped "B & D" found for corner;

THENCE North 89 deg. 48 min. 47 sec. West, a distance of 214.62 feet to a 5/8-inch steel rod with a plastic cap stamped "B & D" found for corner;

THENCE North 00 deg. 12 min. 03 sec. East, a distance of 80.73 feet to a 1/2-inch steel rod with a plastic cap stamped "Moak Surv Inc" found for corner at the southeast corner of Lot 7, in Block 1 of Wescoat Place Addition an addition to the City of Colleyville as shown on the Plat recorded in Volume 388-N, at Page 26 of the Plat Records of Tarrant County, Texas;

THENCE North 00 deg. 16 min. 38 sec. East, along the east line of said Lot 7, a distance of 234.15 feet to a 1/2-inch steel rod with an orange plastic cap stamped "Moak Surv Inc" found for corner at the southwest corner of Lot 2R in Block 1 of Wescoat Place an addition to the City of Colleyville as shown on the Plat recorded in Cabinet A, at Page 6505 of the Plat Records of Tarrant County, Texas;

THENCE South 89 deg. 55 min. 14 sec. East, along the south line of said Lot 2R, a distance of 100.00 feet to a 1/2-inch steel rod with an orange plastic cap stamped "Moak Surv Inc" found for corner;

THENCE North 15 deg. 37 min. 19 sec. East, along the east line of said Lot 2R, a distance of 265.62 feet to the POINT OF BEGINNING, and containing 4.415 acres or 192,307 square feet of land more or less.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That we, Darryl Heath, Bettye Heath, Four Sons Investments, LP, Owners, do hereby adopt this plat designating the hereinbefore described as WESCOAT PLACE REVISED, an addition to the City of Colleyville, Tarrant County, Texas,and do hereby dedicate fee simple to the Public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger of interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 2025.

_____
Darryl Heath
(owner)

_____
Bettye Heath
(owner)

_____
Four Sons Investments, L.P.
By: Dayrl Heath
General Manager

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared Darryl Heath known to me to be the person whose name is subscribed to the above and foregoing instrument, and achnowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2025.

_____
Notary Public, in and for Tarrant County, Texas.
My commission expires_____
Printed Name: _____

STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned authority, on this day personally appeared Bettye Heath known to me to be the person whose name is subscribed to the above and foregoing instrument, and achnowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2025.

_____
Notary Public, in and for Tarrant County, Texas.
My commission expires_____
Printed Name: _____

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael Dale Linke, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures of the most current Professional Land Surveying Practices act.

_____
Michael Dale Linke
Registered Professional Land Surveyor No. 4808

Notes:

1) The purpose of this replat is split one lot into two lots.

2) CM-indicates controlling monument.

3) The basis of bearings for this survey is the northwest line of Lot 1R, in Block 1 of Wescoat Place as recorded in Cabinet A, at Page 6505 of the Plat Records of Tarrant County, Texas.

4) No construction or filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request, Where construction is permitted, all finished floor elevations shall be a minimum of two feet above the 100-year flood elevation.

5) Any public utility, including the City of Colleyville, shall have the right to move and keep moved all or part of any building, fences, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

Planning and Zoning Commission Approval

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2025, to approve this Plat.

_____
Chairman, Planning and Zoning Commission

_____
Attest: Secretary, Planning and Zoning Commission

City Council Approval

WHEREAS The City Council of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2025, to aprove this Plat.

_____
Mayor, City of Colleyville

_____
Attest: City Secretary

REPLAT
LOT 1R1R, AND LOT 1R2
BLOCK 1
WESCOAT PLACE REVISED

AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS. BEING A REPLAT OF LOT 1R1, BLOCK 1 OF WESCOAT PLACE REVISED ACCORDING TO THE PLAT RECORDED IN INST. NO. D221080006 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, SITUATED IN THE O. C. STURM SURVEY ABSTRACT NO. 1487, IN THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS.

TWO LOTS- 4.415 ACRES

PREPARED: OCTOBER 31, 2020

Flood Statement
By graphic scaling only from the Flood Insurance Rate Maps for Tarrant County, Texas, and Incorporated Areas, no portion of this property is located in a special flood hazard area. The property appears in Zone X (unshaded). Community Panel No. 48439C0095K, Map Revised: September 25, 2009.

CURVE DATA

CURVE NO.	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
CVA	31°32'43"	157.67'	86.81'	85.71'	S 54°20'31" E

LINE NO.	BEARING	DISTANCE
L1	S 89°21'37" E	24.35'

THIS PLAT RECORDED IN DOCUMENT NO._____DATE:_____

OWNER
FOUR SONS INVESTMENTS, LP
6200 BRANSFORD ROAD
COLLEYVILLE, TEXAS 76034
(817) 800-3867
CONTACT: DARRYL HEATH
EMAIL: darrylheath01@gmail.com

OWNER
DARRYL AND BETTYE HEATH
6200 BRANSFORD ROAD
COLLEYVILLE, TEXAS 76034
(817) 800-3867
CONTACT: DARRYL HEATH
EMAIL: darrylheath01@gmail.com

PRISM SURVEYS, INC.
FIRM NO. 101325-00
COMMERCIAL, RESIDENTIAL, BOUNDARY, TOPOGRAPHIC, TITLE & CONSTRUCTION SURVEYS
3533 BELL DRIVE
HURST, TEXAS 76053
(817) 540-8048
(817) 283-1148 (FAX)
EMAIL: mike@prism-surveys.com

SCALE 1"= 80' DATE OF SURVEY: APRIL 10, 2025 DRAWN BY: MDL PROJECT NO. 25-1511 SHEET 1 of 1

S:\SURVEYS\BRANSFORD RD D Heath\2025 REPLAT\PLAT.DWG 04/13/25 3:49pm

S-4000

Owner_Name	Situs_Addr
HYDE, R W	202 WHITE DR
JOINT REVOCABLE TRUST OF DANIEL BRESINGHAM ANI	312 WHITE DR
TURNER FAMILY IRREVOCABLE TRUST	6204 L D LOCKETT RD
PEKURNEY, BROOKE	204 WHITE DR
PRESTON MANOR RESIDENTIAL COMMUNITY INC	5918 PRESTON WAY
HEATH, H DARRYL	6200 BRANSFORD RD
JEDRUSIAK, NAOMI	305 WHITE DR
DODSON, NANCY	213 WHITE DR
BATESON FAMILY TRUST	209 WHITE DR
FITZGERALD VENNER REVOCABLE TRUST	205 WHITE DR
YOU'RE ALL MINE LLC	201 WHITE DR
ULLRICH, ADAM	6109 WESTCOAT DR
DOBES, BRYAN	6105 WESTCOAT DR
JESSE K BRAY LIVING TRUST	6100 L D LOCKETT RD
YU, CHI CHOI	6100 BRANSFORD RD
KIRKHAM, KENNETH	6012 L D LOCKETT RD
KAMERMAN, DELORIS	6016 L D LOCKETT RD
BROWN, WHITNEY C	308 WHITE DR
MORGAN, PAIGE	208 WHITE DR
MELENDEZ, HENRY	6208 L D LOCKETT RD
MORRISON, TROY	6113 BRANSFORD RD
DOODY, KEVIN	500 SHELTON DR
REGIONAL RAIL ROW CO	6301 L D LOCKETT RD
GREYSTONE MANOR LP	6409 WESTCOAT DR
CUTTER RIDGE ESTATES ADDITION	COURTESY NOTICE
ALIANNE ESTATES	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
VALRI ROBERTSON	APPLICANT

NOTICE OF PUBLIC HEARING

«Owner_Name»
«Owner_Address»
«Owner_City» «Owner_Zip»

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

Planning and Zoning Commission Meeting: Monday, May 12, 2025 at 7:00 p.m.
City Council Meeting: Tuesday, June 3, 2025
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lot 1R1R and 1R2, Block 1, Westcoat Place Addition, being Lot 1R1, Block 1, Westcoat Place Addition, located at 6200 Bransford Road, Case PC25-012. The request is to replat the property in order to subdivide out a new R-40 Single Family Residential lot. The new lot would meet all dimensions of the R-40 zoning district.

Zoning Case: PC25-012

Applicant: Valri Robertson

Owner: Darryl H. Heath

Location: 6200 Bransford Road

Property Description: Lot 1R1, Block 1, Westcoat Place Revised Addition

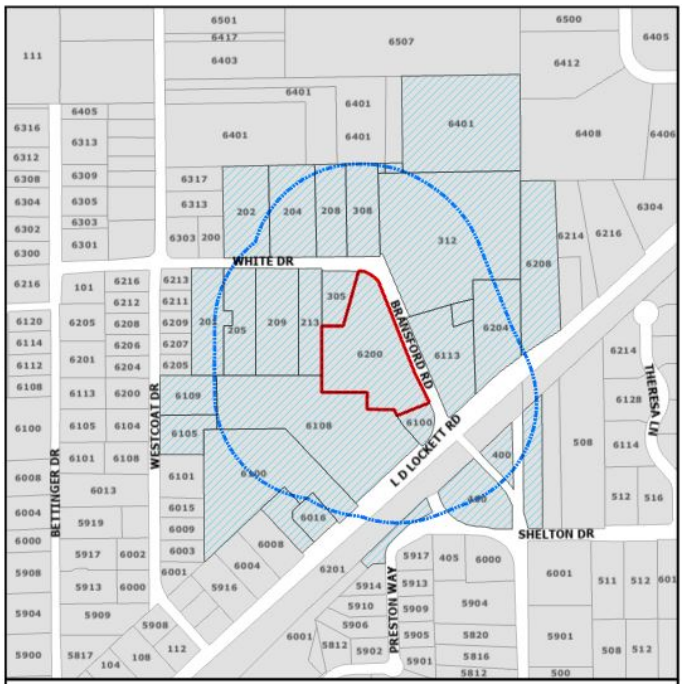
Present Zoning: R-30 Single Family Residential and R-40 Single Family Residential

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

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

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

Citizenletters@Colleyville.com



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 case number when requesting information.

Christopher Pham

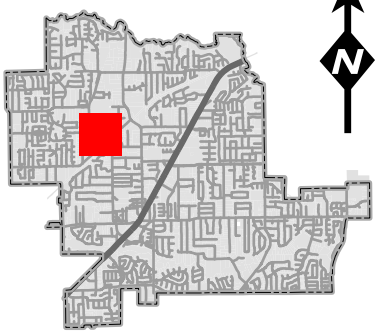
Christopher Pham
Planner

Notification Map

CITY OF COLLEYVILLE TEXAS

PC25-012

6200 Bransford Road



N

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.

RESOLUTION R-25-5047

A RESOLUTION APPROVING A REPLAT FOR LOTS 1R1R AND 1R2, BLOCK 1, WESTCOAT PLACE ADDITION

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lots 1R1R and 1R2, Block 1, Westcoat Place Addition on May 12, 2025.

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

Sec. 1. THAT the replat for Lots 1R1R and 1R2, Block 1, Westcoat Place Addition, being approximately 4.42 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 3RD DAY OF JUNE 2025.

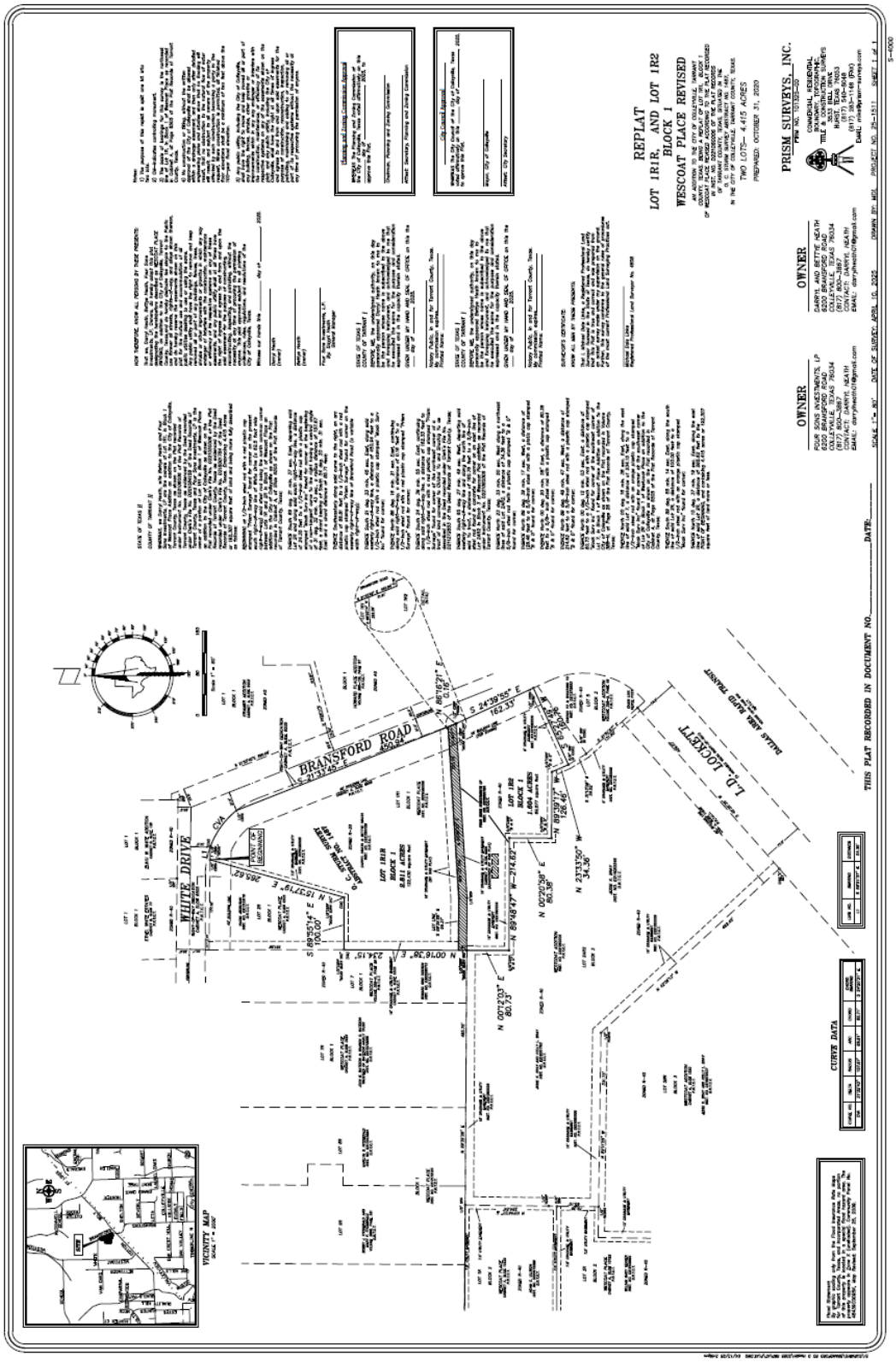
Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A" - Plat Exhibit



CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING

Agenda Number 9 **Agenda Date** 6/3/2025
Type Report
Department City Secretary

Title
Colleyville Center Advisory Committee Minutes - February 10, 2025
Colleyville Tree Board Minutes - March 13, 2025
Sign Board of Appeals Minutes - April 8, 2025
Planning and Zoning Commission Minutes - April 14, 2025
Planning and Zoning Commission Worksession Minutes - April 28, 2025

Attachments
1. Colleyville Center Advisory Committee Minutes - February 10, 2025
2. Colleyville Tree Board Minutes - March 13, 2025
3. Sign Board of Appeals Minutes - April 8, 2025
4. Planning and Zoning Commission Minutes - April 14, 2025
5. Planning and Zoning Commission Worksession Minutes - April 28, 2025

CITY OF COLLEYVILLE
COLLEYVILLE CENTER ADVISORY COMMITTEE MINUTES

5301 Riverwalk Drive

MONDAY, FEBRUARY 10, 2025 - 5:30 PM

PRESENT: Fred Mills, Vice-Chair; Lee Koch; Alex Thomas; Paul Vigiletti; Ann Morgan; Louis Miller; Jessica Harig; Darla Dennison; Kristi Isbell, Colleyville Center Sales & Hospitality Coordinator; Chelsea Rose, Colleyville Center Manager

ABSENT: Jeremy Tallo, Chair; Tina Anderson; Judith Goodwin

1. CALL TO ORDER

The meeting was called to order by Fred Mills at 5:30 p.m.

2. APPROVAL OF MINUTES

Lee Koch motioned for approval of the November 18, 2024 minutes. Paul Vigiletti seconded the motion. The motion was approved with no dissension.

3. REGULAR AGENDA ITEMS

3a Budget and Utilization Update

Chelsea Rose provided information on Center utilization between November 2024 – January 2025 and noted 96% utilization of bookable days, 56% of these were Colleyville non-profit use, and a total of 3,949 guests at events. Rose explained that the three weeks over the Christmas holidays were used for installation of the new audio/visual system.

Rose provided an update on budget expenditures and noted that she is seeking additional staff training opportunities. Rose explained that building maintenance expenditures have been higher, as is expected for age of venue, and has been anticipated and planned within Capital Improvement Plans. Rose explained consideration of uniform budget for Colleyville Center blazers for staff working large events for identification purposes.

3b Community Engagement and Marketing Update

Rose described recent and upcoming marketing events for the Colleyville Center to include the Colleyville Chamber of Commerce's WOW event in November as a new sponsor and vendor table. Rose stated that the Colleyville Center will continue participatory support and sponsorship of the GCISD New Educator's Luncheon and also host the May meeting of the Texas Association of Venue and Facilities – a

statewide organization of government owned venues – of which the Center is a member.

Rose provided a link (QR code) to the newly released Community Impact (CI) story about the Colleyville Center which is part of our marketing and advertising agreement with CI. Rose noted that social media reach, content interaction, and content published has increased on Facebook and Instagram accounts. A recent suggestion from an Advisory member was to consider the Peachjar email newsletter through area school districts and Rose noted that the Center's first publication was in mid-January to seven area secondary schools and 13,482 email addresses. Kristi Isbell noted that initial content interaction and phone inquiry for event space.

Rose stated that various Community Engagement events, on behalf of the City, have brought additional "feet in the door" of the Colleyville Center and new guests inquiring about the venue. Rose listed the Holiday Lights Glasses giveaway, Business BINGO card program, the current Restaurant Gift Card program, the State of the City events, and the City's Love Your Yoga event have all provided elicited positive feedback and positive exposure of the Colleyville Center to first-time guests.

3c Update on Facility Maintenance and Improvements

Rose announced that the audio-visual installation has been complete and explained that, while it is a very complicated process, the Center's system is operational and in the final "software tweaking" stages. Fred Mills asked if the system is compatible with Apple AirPlay and Rose explained that due to the safety and security of the City's network – and the Apple user – the system is not "open" Apple AirPlay or other Bluetooth connections.

Rose explained that the window replacement project is being coordinated by a City engineer who manages many of the Capital Improvement projects and has scheduled several on-site contractor visits. Rose noted that the goal is to have the window project (the two center windows) complete in July 2025. Additionally, Rose noted that the Parks department is creating a redesign of the bedding adjacent to the windows, in the Bluebonnet Courtyard, to improve drainage and mitigate future issues with new windows.

Rose stated that the Colleyville Garden Club and Colleyville Parks department are partnering on a landscaping project on the north side of the venue with more details to come. Rose explained that two other projects – new office desks and kitchen flooring – have been re-evaluated and will be considered again in the near future.

3d Discussion of Items for Future Agendas

No items were presented for future agendas. Kristi Isbell reminded members of upcoming term expirations in March 2025. Discussion ensued about economic development activity in Colleyville. Staff provided additional dates for Colleyville Center Advisory Committee meetings: May 19, August 11, and November 17, 2025.

4. ADJOURNMENT

Lee Koch motioned to adjourn the meeting. Darla Dennison seconded the motion. The motion was approved with no dissension. The meeting was adjourned at 6:25 p.m.

APPROVED BY A VOTE OF 9 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 19TH DAY OF MAY, 2025.

CITY OF COLLEYVILLE
TREE BOARD MINUTES

100 Main Street, Colleyville, Texas, 76034
Executive Conference Room – Third Floor

THURSDAY, MARCH 13, 2025

1. CALL TO ORDER

The City of Colleyville Tree Board Meeting was called to order on March 13, 2025 at 9:12 a.m.

Roll Call

Present: John Hillebrand, Scotty Richardson

Absent: Tom Morr

Staff Present: Adrienne Lothery, Ben Bryner, Jacquelyn Reyff, Joe Flynn, Lisa Escobedo, Kris Potts, and Chris Pham

2. APPROVAL OF MINUTES

January 23, 2025 Tree Board Meeting Minutes

Board Member Hillebrand made a motion to approve the January 23, 2025 Tree Board Meeting Minutes.

Board Member Richardson seconded the motion.

The motion was carried by the following vote:

Aye: 3 – Richardson, Potts, Hillebrand
Nay: 0

3. REGULAR AGENDA ITEMS

3a Current Parkway Tree Grant Applications

Kris Potts presented the current grant applications the city has received. There was general discussion regarding the received plans.

3b Parkway Tree Grant Parameters Discussion

Kris Potts presented questions that have come up from applicants in the application process, focusing on what the grant will pay for and how setback discussions when

utility lines may potentially interfere.

3c Update on current City projects and parks

Kris Potts presented an update of current irrigation availability within the parks. The board had general discussion regarding which parks / open space areas will be the highest priority for city initiated plantings. There was discussion of a potential tree trail project for the senior center. There is an existing trail which is lacking shade, the board discussed options for beautifying this area to help generate more foot traffic. There was also discussion on extending irrigation zones and adding 'hot spots' to our tree maps to showcase where the community is spending time within the parks, such as picnic tables or shaded areas.

3d Set Next Meeting Date

The Board discussed what would be the next day to meet and what the future agenda would be related to. The Board set the next meeting date as May 8, 2025.

4. ADJOURNMENT

The meeting adjourned at 10:15 a.m.

The minutes were written and prepared by:

Kris Potts

Kris Potts
Planner

The meeting minutes were approved on May 8, 2025 by a vote of 4-0.

CITY OF COLLEYVILLE
SIGN BOARD OF APPEALS
MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, APRIL 8, 2025

CITY COUNCIL CHAMBERS

The City of Colleyville Sign Board of Appeals Meeting was called to order by Chair Carroll on April 8, 2025, at 7:00 p.m.

Roll Call

Present: Frank Carroll, Dee Kamerman, Richard Vallario, and Mic Deakin

Absent: Rick Ramirez, Eric Holland, and Dan Shadle

Staff Present: Jacquelyn Reyff and Kris Potts

1. APPROVAL OF MINUTES
January 14, 2025

Board Member Deakin made a motion to approve the January 14, 2025 minutes. Board Member Vallario seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Vallario, Kamerman, Carroll, and Deakin
Nay: 0

2. PUBLIC HEARING AGENDA ITMES

2a Consideration of a variance to the regulations of Chapter 7 of the Land Development Code, to include sign area, sign height, sign design, and for off-premises placement, being Tract 1A01, Abstract 275, Thomas J. Christian Survey, located at 4602 Colleyville Boulevard, Case SC25-001

Jacquelyn Reyff presented the case and briefed the Sign Board on the regulations and why the variance is necessary to allow a sign at the proposed location.

With no applicant present the board did not call anyone up to speak, a public hearing was not opened as there was no one in attendance. Chair Carroll

requested staff reach out to the applicant again and ask them to attend the May 14th meeting.

There was general discussion between the board regarding the proposed variance, with no one present to answer their questions the board ended discussion and requested a motion to table the case.

Board Member Deakin made a motion to table case SC25-001 to the May 14th Sign Board of Appeals meeting. Board member Vallario seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Vallario, Kamerman, Carroll, 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 May 14, 2025 by a vote of 4-0.

CITY OF COLLEYVILLE
PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, APRIL 14, 2025

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 April 14, 2025 at 6:15 p.m.

Roll Call

Present: David Groves, David Ebert, Richard Remley, Jerome Obinabo, Brandon Arnold, Claudia Bevill, and Jerry Savoie

Absent:

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

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

Jacquelyn Reyff briefed the Commission on the items that would be presented on tonight's agenda. There was general discussion regarding amongst the updates to the case the Commission would be voting on.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:34 p.m.

The commission called an executive session for legal counsel at 6:36 p.m. The executive session adjourned at 6:46 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 April 14, 2025, at 7:00 p.m.

Roll Call

Present: David Groves, David Ebert, Richard Remley, Jerome Obinabo, Brandon Arnold, Claudia Bevill, and Jerry Savoie

Absent:

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

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

1. APPROVAL OF MINUTES

1a March 10, 2025 Planning and Zoning Commission Meeting Minutes

March 24, 2025 Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Savoie made a motion to approve the March 10, 2025 Planning and Zoning Commission Meeting Minutes and the March 24, 2025 Planning and Zoning Worksession meeting minutes with corrections.

Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Remley, Bevill, Obinabo, Arnold, Savoie, Ebert, and Groves
Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

2a Presentation and discussion of a replat for Lot 4R, Block 1, Nystel Addition, being Lot 1, Block 1, Nystel Addition and an area of right-of-way to be abandoned, located at 1809 John McCain Road, Case PC25-009

Kristopher Potts presented case PC25-009 and briefed the Commission on the request and the ROW area being abandoned.

The public hearing was opened at 7:05 p.m.

Sayeda Syed, 6705 Sapphire Cir spoke on the item in regards to the property tax that would be generated from the area.

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

Vice-chair Groves made a motion to approve Case PC25-009.
Commissioner Savoie seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Remley, Bevill, Obinabo, Arnold, Savoie, Ebert, and Groves

Nay: 0

2b Presentation and discussion of a minor plat with a waiver for lot width for Lot 1, Block 1, Volosen Addition, being Tract 6B05, Abstract 328, Simon Cotrail Survey, located at 1721 Glade Road, Case PC25-010

Kristopher Potts presented case PC25-010 and briefed the Commission on the request. Staff advised the property will require a waiver as it does not meet R-40 standards; the property is 28 feet short of the required 150 foot width.

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

Mark Pagnotta, 4810 Cranbrook Dr, E spoke in opposition to the case. Specifically in regards to how this lot will be built out and the impact to their neighborhood.

With no one else wishing to speak, the public hearing was closed at 7:50 p.m.

Natalia Volosen, 1721 Glade Rd, the applicant, spoke on the case. She stated they are planning to demo the existing home and build a new single family home on the property.

Commissioner Obinabo made a motion to approve Case PC25-010
Commissioner Arnold seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Remley, Bevill, Obinabo, Arnold, Savoie, Ebert, and Groves
Nay: 0

2c Presentation and discussion of a Special Use Permit for a residential carport on Lot 40, Block 2, Tara Plantation Addition, located at 1410 Plantation Drive North, Case ZC25-002

Kristopher Potts presented case ZC25-002 and briefed the Commission on the request. The request is to allow for a carport that was built without a permit to remain.

The applicant, was not available at the meeting.

The public hearing was opened at 7:19 p.m.

The following residents did not wish to speak but wished to record their opposition.

Brandon Parrent, 4104 Wood creek Ct.
Tim Parrent, 4104 Wood creek Ct.

Stephen Diehl, 1310 Crest Dr, spoke in opposition to the case. Specifically citing carports are not allowed within the HOA and it does not fit the neighborhood.

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

Commissioner Savoie made a motion to deny case ZC25-002.
Commissioner Remley seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Remley, Bevill, Obinabo, Arnold, Savoie, Ebert, and Groves
Nay: 0 -

2d Presentation and discussion of a Special Use Permit for Massage Therapy Use on Lot 2, Block 1, Braum's/Inland Addition, located at 4508 Colleyville Boulevard Suite B, Case ZC25-003

Kristopher Potts presented case ZC25-003 and briefed the Commission on the request. Staff advised the requirements for massage therapy and the need for the SUP.

The public hearing was opened at 7:28 p.m.

Sudarat Dangwichit, 4508 Colleyville Blvd, did not wish to speak but filled out a speaker card. There is no indication if they are in support or opposition of the case.

With no one wishing to speak, the public hearing was closed at 7:28 p.m.

Vice-chair Groves asked the applicant to come to the stand to answer the commissioner's questions. The applicant stated they were looking to come to Colleyville because they are looking to create a more 'upscale' business and Colleyville is a good location for their business. The commission had general questions such as what makes Thai massage different that other forms of massage, and who will be employed at the business.

Commissioner Obinabo made a motion to approve Case ZC25-003
Commissioner Ebert seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Remley, Obinabo, Arnold, and Ebert
Nay: 3 – Groves, Bevill, and Savoie

2e Presentation and discussion of a Special Use Permit for Massage Therapy Use on Lot 1RA, Block 1, Kroger Addition, located at 4906 Colleyville Boulevard, Suite 200, Case ZC25-004

Jacquelyn Reyff presented case ZC25-004 and briefed the Commission on the request. Staff advised the requirements for massage therapy and the need for the SUP.

The public hearing was opened at 7:38 p.m.

Ravikumar Lakkad, 1410 Bonham Pkwy, the applicant, spoke on his case and stated he was available for any questions from the commission.

With no one wishing to speak, the public hearing was closed at 7:39 p.m.

The commission had questions in regards to the business name, there was a previous business that was closed in Colleyville with a similar name. The applicant stated he was unaware of any past issues with the previous business, but he has an existing business that is not affiliated with the previous business.

Vice-chair Groves made a motion to deny case ZC25-004.
Commissioner Savoie seconded the motion.

The motion was carried by the following vote:
Aye: 2 – Groves, and Savoie
Nay: 5 – Remley, Obinabo, Arnold, Ebert, and Bevill

Commissioner Ebert made a motion to approve Case ZC25-004.
Commissioner Arnold seconded the motion.

Motion to deny failed: 2-5

The motion was carried by the following vote:

Aye: 5 – Remley, Obinabo, Arnold, Ebert, and Bevill
Nay: 2 – Groves, and Savoie
Motion approved: 5-2

2f Presentation and discussion of a Special Use Permit for a fence on Lot 16, Block 7, Oak Crest Hills Addition, located at 405 Oak Crest Hills Drive, Case ZC25-005

Jacquelyn Reyff presented case ZC25-005 and briefed the Commission on the request. The request is to allow for a solid fence to extend into the required street side yard setback and be placed on the property line.

Roger Presnall, 405 Oak Crest Hills Dr, the applicant, spoke on the case. Stating he is requesting an 8 foot tall wood fence on the property line for noise abatement and privacy concerns. The applicant stated a permit was verbally approved by the city and work was started the next day, the city came by and told his contractor there was an issue with the permit and work was stopped. The setback requirements would cause a loss of property for the applicant.

The public hearing was opened at 8:04 p.m.

With no one wishing to speak, the public hearing was closed at 8:05 p.m.

Commissioner Savoie started discussion that the city's hope with the fencing code is that more properties will start doing the iron fencing that is usually seen doing major thoroughfares within the city.

Chair Bevill stated that the fencing is an improvement from the existing chain fencing and asked for clarification on the property line. City staff advised that they are unsure of where the property line lies, but the fence being proposed would sit on the property line. There was discussion regarding the city's plans to build a sidewalk along Bransford Rd. Larry Wright addressed the commission that the city has all the right of way area that would be required to construct a sidewalk there. The city has no need for any of the resident's property for future plans. There was also discussion regarding the gas line within the ROW as the city does not have control over utilities within utility easements.

Margo Presnall, 405 Oak Crest Hills, also spoke on the case. Stating that it was also a noise issue and not just a privacy concern. Bransford Road is a busy road and the solid fencing material would give them some noise reduction as well.

Vice-chair Groves made a motion to approve Case ZC25-005 with the conditions that the fence is built in the original fences location and the material is a non-opaque material that is at a minimum 75 % transparent or 25 % opaque; temporary screening by covering the fence is allowed for one year.
Commissioner Savoie seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Remley, Bevill, Savoie, Ebert, and Groves
Nay: 2 – Obinabo, and Arnold

2g Presentation and discussion of a rezoning from the AG Agricultural district to R-40 Single Family Residential, on Tracts 4A2 and 4B2, 4A3 and 4B3, and 4E, Abstract 295, William E. Crooks Survey, located at 7316 John McCain Road and 116 John McCain Road, Case ZC25-006

Jacquelyn Reyff presented case ZC25-006 and briefed the Commission on the request. Staff advised this request may look familiar as they have seen another version of it proposed. This being a 10 lot subdivision there is not the need for a second entrance, and all of the properties are now proposed R-40 single family residential.

Curtis Young, 1130 N Carroll Ave, Suite 200, Southlake, TX, the applicant, spoke on his case and gave a brief presentation. The main concern with this proposal has been the drainage, the applicant stated they have been working in an effort to correct the existing problems on site as it would benefit the neighboring HOA and their proposed development.

The public hearing was opened at 8:55 p.m.

Dennis Newgren, 200 John McCain Rd, spoke on the case. Stating that the builders have been good to work with and they believe there is a solution to the drainage issues. Mrs. Newgren stated he would like the drainage plan to be incorporated into the Platting approval process. Staff advised that public improvements must be done prior to final platting so this would be a requirement.

Brent Neff, 204 John McCain Rd, spoke on the case. Thanking everyone's efforts to get the project to the state it is in today. There are concerns that the drainage will not be built as it is shown as asked if city staff would be verifying it will match plans.

Ted Beaman, 7200 Monticello, spoke in support of the case. Stating that the applicants has been very good with including the HOA in communications regarding the project.

Dale Holt, 116 John McCain Rd, spoke in support of the case. Stating he is the property owner and this is a good use for the property as it connects it to John McCain Rd and will no longer require the public access easement.

Eddie Eckart, 204 Virginia Sq, spoke in support of the case. Stated he works in civil engineering sans agrees that the proposed plans would be the best plan for the drainage concerns on the property.

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

Curtis Young returned to the stand to speak on his case along with Clayton Redinger the engineer for the project. Mr. Redinger stated how they will be planning the public

improvements during the platting stage and will construct the drainage to the approved plans.

Vice Chair Groves, made a motion to approve Case ZC25-006
Commissioner Savoie seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Remley, Bevill, Obinabo, Arnold, Savoie, Ebert, and Groves
Nay: 0

2h Presentation and discussion of a Special Use Permit for a fence on Lot 1, Block 2, Arbor Estates II Addition, being approximately 0.49 acres, and zoned R-20 Single Family Residential, Case ZC25-008

Jacquelyn Reyff presented case ZC25-008 and briefed the Commission on the request. Staff advised the property will require the SUP as the proposed fence extends into the required street side yard setback and the applicant is requesting a solid material that would not meet otherwise not meet material regulations as it is not 75 % transparent.

Sabrina Turner, 5411 Sycamore Ct, the applicant, spoke on the case. She stated they were wanting to directly replace the existing wood fence that is in the same location.

The public hearing was opened at 9:21 p.m.

The following residents wished to record their support but did not wish to speak.
David Turner, 5411 Sycamore Ct.
Joel Lang, 5409 Sycamore Ct.
Lori Lang, 5409 Sycamore Ct.

With no one else wishing to speak, the public hearing was closed at 9:21 p.m.

Vice-chair Groves made a motion to approve Case ZC25-008
Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Remley, Bevill, Obinabo, Arnold, Ebert, and Groves
Nay: 1 - Savoie

3. CITIZEN COMMENTS

The public forum opened at 9:22 p.m.

Sayeda Syed, 6705 Sapphire Cir, wished to speak to the commission. There was discussion regarding the timeframe when residents are able to protest their property tax rates for the New Year. There was also discussion regarding helicopters landing and taking off within Colleyville as there is consistently a helicopter flying over the city lately.

Ravikumar Lakkad, 1410 Bonham Pkwy, spoke in regards to his case as he was under the impression the case was denied. City staff stated we would address his concerns and talk with him after the meeting as the case was not denied.

With no one else wishing to speak, the public forum closed at 9:28 p.m.

4. ADJOURNMENT

The meeting adjourned at 9:28 p.m.

The minutes were written and prepared by:

Kris Potts

Kris Potts
Planner

The meeting minutes were approved on May 12, 2025 by a vote of 7-0.

CITY OF COLLEYVILLE
PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

APRIL 28, 2025

CALL MEETING TO ORDER
EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by David Groves on April 28, 2025, at 6:15 p.m.

Roll Call

Present: David Groves, David Ebert, Richard Remley, Jerome Obinabo, and Brandon Arnold

Absent: Claudia Bevill, Jerry Savoie

Staff Present: Ben Bryner, Jacquelyn Reyff

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

2. WORKSESSION AGENDA ITEMS

2a Presentation and discussion of a Replat for Lot 1R1R and 1R2, Block 1, Westcoat Place Addition, being Lot 1R1, Block 1, Westcoat Place Addition, located at 6200 Bransford Road, Case PC25-012

Jacquelyn Reyff presented the case and briefed the Commission on the plat request. The Commission discussed the case.

2b Presentation and discussion of a Special Use Permit for an accessory dwelling on Tract 3, Abstract 211, BBB & C RY Survey, located at 5508 Reagan Road, Case ZC25-007

Jacquelyn Reyff presented the case and briefed the Commission on the Special Use Permit Request.

2c Presentation and discussion of a Special Use Permit for Massage Therapy Use on Lot 1R, Block 11, Longwood Estates at Ross Downs Addition, located at 7135 Colleyville Boulevard Suite 101, Case ZC25-009

Jacquelyn Reyff presented the case and briefed the Commission on the Special Use Permit request for Massage Therapy.

2d Presentation and discussion of a rezoning from the AG Agricultural district to R-40 Single Family Residential on a portion of Tract 1 and 1L, Abstract 331, Andrew J. Caldwell Survey, located at 6105 Pleasant Run Road, Case ZC25-010

Jacquelyn Reyff presented the case and briefed the Commission on the rezoning request.

2e Presentation and discussion of a Special Use Permit for a residential carport on Lot 40, Block 2, Tara Plantation Addition, located at 1410 Plantation Drive N, Case ZC25-011

Jacquelyn Reyff presented the case and briefed the Commission on the rezoning request.

Ben Bryner answered questions regarding the previous case related to this case.

3. ADJOURMENT

The meeting adjourned at 6:45 p.m.

The minutes were written and prepared by:

Jacquelyn Reyff
Planning Manager

The meeting minutes were approved on May 12, 2025 by a vote of 7-0.

RESOLUTION R-25-5048

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF JUNE 3, 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 3RD DAY OF JUNE 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