



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JUNE 17, 2025

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

CALL TO ORDER

- WS-1** Enterprise Fleet Management vehicle purchases and sales update
- WS-2** Preliminary Budget Presentation
- WS-3** Discussion of amendments to Chapter 7: Sign Regulations
- WS-4** Discussion of the June 17, 2025, City Council regular agenda items

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

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

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

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

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

INVOCATION: Pastor Josh Anderson, Colleyville Presbyterian Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5049

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Recognition and presentation of Lifesaving Award to Seamus Kelly - Mayor Bobby Lindamood, Police Chief Michael Miller, Fire Chief Mark Cantrell, and Baylor Scott and White - Grapevine Hospital

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5050

- 4a** Approval of the minutes of the regular City Council meeting of June 3, 2025
- 4b** Approval of the renewal for medical insurance and award of dental insurance to BlueCross BlueShield of Texas (BCBSTX), and authorizing the City Manager to execute the agreements
- 4c** Approval of a Construction Services Agreement with BCR2, LLC for the Bransford Road Shared Use Path Project, in an amount not to exceed \$846,897.45 a contingency amount not to exceed \$85,000, and a materials testing amount not to exceed \$59,325, and authorizing the City Manager to execute the agreement
- 4d** Approval of a Construction Services Agreement with West Texas Rebar Placers, Inc. for the Montclair Drive Sidewalk Improvement Project, in an amount not to exceed \$428,138, a contingency amount not to exceed \$45,000, a material testing amount not to exceed \$34,855, and authorizing the City Manager to execute the agreement
- 4e** Approval to purchase a 2026 International truck with attenuator from Southwest International Trucks of Arlington, a BuyBoard approved vendor, in an amount not to exceed \$138,153.09, and authorizing the City Manager to execute the purchase

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - May 2025

6. ORDINANCE(S): SECOND 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-25-5051**

Approving support of the Heritage Avenue Bike Trail and Sidewalk Improvements Project and requests for funding through the Texas Department of Transportation 2025 Transportation Alternatives Set-Aside (TA) Program

7b Resolution R-25-5052

Approving support of the Cheek-Sparger Shared Use Path Project and requests for funding through the Texas Department of Transportation 2025 Transportation Alternatives Set-Aside (TA) Program

8. CITIZEN COMMENTS**9. REPORTS**

Colleyville Library Board Minutes - April 14, 2025

Planning and Zoning Commission Minutes - May 12, 2025

Planning and Zoning Commission Worksession Minutes - May 27, 2025

10. ACTION/RESOLUTION: RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JUNE 17, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5053**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, June 13, 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 6/17/2025

Type Worksession

Department City Manager

Title

Enterprise Fleet Management vehicle purchases and sales update

Explanation

Amanda Leggett, with Enterprise Fleet Management, will provide an update on the City's vehicle purchases and sales. The presentation will include a recap of the prior year, current year, and next year replacements.

Attachments

1. Colleyville FY 26 EFM Update

DALLAS



City of Colleyville: EFM Partnership Update



ENTERPRISE INTRODUCTION



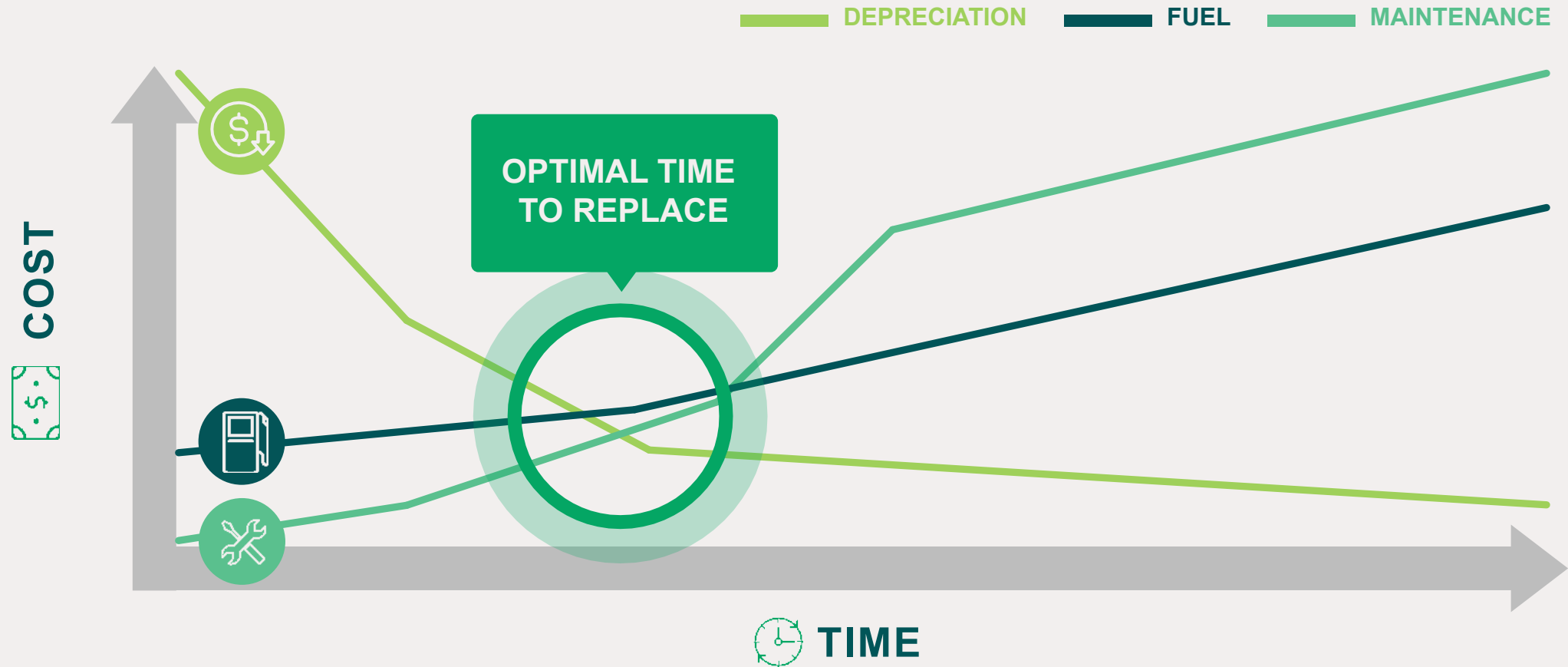
Amanda Leggett:
Senior Client Strategy
Management



Adrienne Landry:
Senior Account Fleet
Coordinator

EFFECTIVE VEHICLE LIFECYCLE

Determining the right time to replace vehicles



Years 1 – 4

DELIVERED PRICE \$42,500

ESTIMATED RESALE AT 4 YEARS \$19,500

DEPRECIATION PER YEAR \$5,750

Years 5 - 8

ESTIMATED VALUE AFTER 4 YEARS \$19,500

ESTIMATED VALUE AT 8 YEARS \$4,000

DEPRECIATION PER YEAR \$3,875

ADDITIONAL MAINTENANCE COST PER YEAR \$1,300

ADDITIONAL FUEL COST PER YEAR \$945

TOTAL ANNUAL
COST INCLUDING
DEPRECIATION,
MAINTENANCE
AND FUEL

\$6,120

HOLDING COST ANALYSIS

½ TON CREW CAB PICKUP
25,000 Annual Miles



Opportunity Costs?

- Downtime/Admin Involvement
- Lost Revenue
- Safety
- Employee Engagement/Morale

FOR EXAMPLE AND ILLUSTRATION PURPOSES ONLY.
DOES NOT REFLECT ACTUAL CLIENT DATA OR A RECOMMENDATION.

TOTAL DEPRECIATION
\$23,000

TOTAL DEPRECIATION
\$15,500

EFM Partnership Summary

- Expected to sell vehicles every 3-5 years; EFM to evaluate the market and adjust annually
 - Changes to manufacturer supply and pricing increases requires adding an additional year to original plan for replacements
- Average vehicle age lowered from 8-10 years to 4 years
 - Younger fleet ensures latest safety features present on vehicles
- Financial Benefits
 - Savings pick up as age of fleet decreases- better resale and lower maintenance costs
 - Making right progress on fuel and maintenance savings, however, operating savings will not outweigh current market inflation on fuel
 - Additional annual operating savings from eliminating Fleet Manager FTE - \$112k total with benefits

	Gov't Price	Equity at Trade In	Mileage	Total Cost	Annual
2019 Nissan Cargo Van	\$ 18,363.00	\$ 14,600.00	13,559	\$ 3,763.00	\$ 752.60
2020 Water Silverado	\$ 26,742.60	\$ 20,600.00	46,481	\$ 6,142.60	\$ 1,535.65
2020 Utility Silverado	\$ 26,424.10	\$ 18,100.00	75,996	\$ 8,324.10	\$ 2,081.03
2020 Police CID Silverado	\$ 24,932.10	\$ 17,100.00	85,610	\$ 7,832.10	\$ 1,958.03
TOTAL	\$ 96,461.80	\$ 70,400.00		\$ 26,061.80	\$ 6,327.30

INDUSTRY UPDATE: Trends

ACQUISITION



-5.3% ↓ NEW VEHICLE PRICES

- S&P Global Mobility reports that the net impact of tariffs on new truck prices could be 9%
- Manufacturer availability has improved for government but Tahoes remain challenging

FUEL



-16% ↓ PRICE PER GALLON

- YoY percentage change in unleased fuel in US is approx. 16% down and diesel is down 22%
- Aging vehicles impact total cost through lower MPG

MAINTENANCE



+4% ↑ REPAIRS

- Leveled after COVID. Will likely have another larger increase due to tariffs.
- Reasons for the cost increases include; more complex vehicle technology, ongoing supply chain issues, longer vehicle life cycles, more crashes, and fewer auto repair technicians

REMARKETING (RESALE)



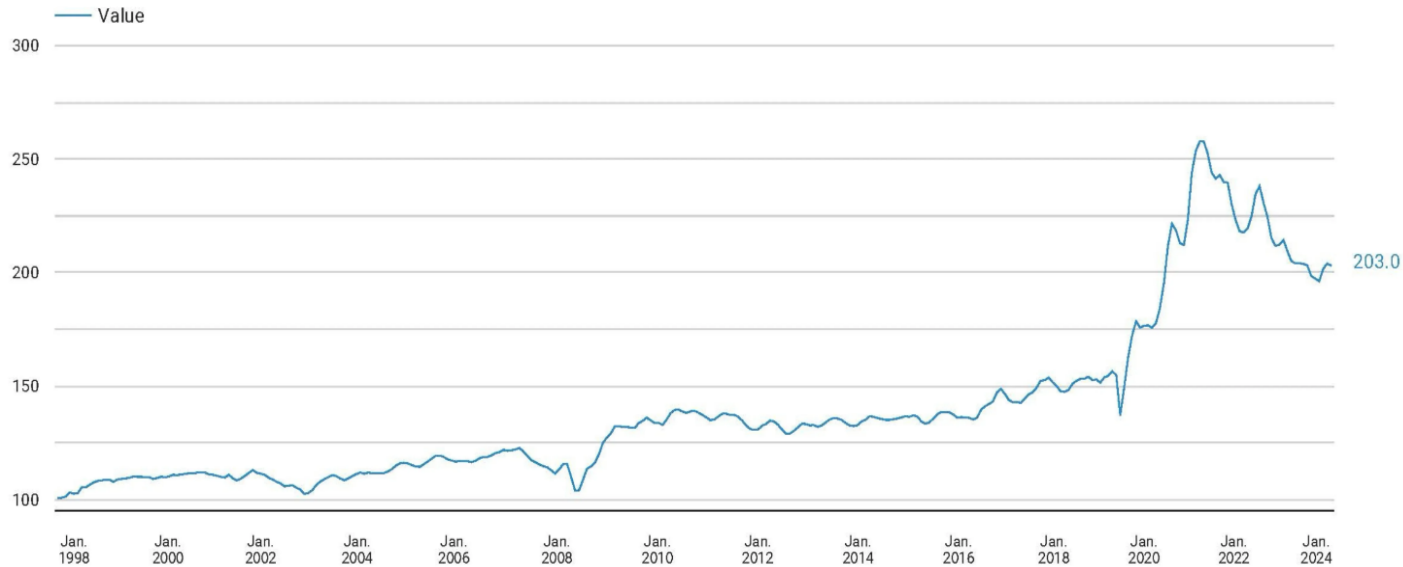
-4.9% ↓ RESALE VALUE

- Cox Automotive predicts that new and used vehicle prices could increase by 10% or more
- EFM typically averages 8% above industry. Since tariff announcements that has increase to 22%

INDUSTRY UPDATE

Wholesale market

MANHEIM USED VEHICLE VALUE INDEX
September 2024



MARKET CHANGES

Supply chain slowly regaining momentum and fiscal policies driving higher interest rates



RESALE VALUES

Pricing peaked in the winter of 2022 but remains well above pre-pandemic levels

Source: Manheim

CONFIDENTIAL AND PROPRIETARY

© 2025 Enterprise Fleet Management, Inc.

FY 2024 Recap

Department	Vehicle Type	Status	Estimated Acquisition	Actual Purchase	Estimated Resale	Actual Resale	Notes
Parks & Recreation	1/2 Ton Truck	Delivered	\$ 48,145	\$ 40,442	\$ -	\$ -	
Parks & Recreation	1/2 Ton Truck	Delivered	\$ 51,604	\$ 51,712	\$ -	\$ -	
Parks & Recreation	1/2 Ton Truck	Delivered	\$ 51,604	\$ 51,396	\$ -	\$ -	
Parks & Recreation	Silverado 3500	Delivered	\$ 61,031	\$ 59,972	\$ 26,600	\$ 26,655	
PD	Tahoe	Delivered	\$ 103,741	\$ 86,737	\$ 14,600	\$ -	Should be turned in soon
PD	Tahoe	At Aftermarket	\$ 103,741	\$ 86,737	\$ 16,100	\$ -	Should be turned in soon
PD	Tahoe	Delivered	\$ 103,741	\$ 86,737	\$ 8,100	\$ 5,200	
PD - CID	1/2 Ton Truck	Delivered	\$ 59,506	\$ 46,175	\$ 17,100	\$ 14,569	
PW - Building Maint.	1/2 Ton Truck	* Acquired 1 Additional		\$ 40,370		\$ 18,254	
PW - Drainage	F-750	Delivered	\$ 135,000	\$ 122,040	\$ 5,105	\$ 21,056	Will be picked up after repairs are complete
PW - General	Small SUV	Delivered	\$ 26,964	\$ 26,455	\$ 2,100	\$ 2,065	picked up for resale
PW - General	Cargo Van	unavailable- moved to FY25	\$ 65,000		\$ 14,600	\$ -	unavailable - moving to FY25
PW - General	1/2 Ton Truck	Delivered	\$ 47,521	\$ 42,063	\$ 7,605	\$ 10,955	picked up for resale
PW - Utility	1/2 Ton Truck	Delivered	\$ 46,137	\$ 42,109	\$ 20,600	\$ 17,218	
PW - Utility	1/2 Ton Truck	Delivered	\$ 46,137	\$ 42,109	\$ 18,100	\$ 14,898	
PW - Utility	F-550	At Aftermarket	\$ 102,658	\$ 94,205	\$ 24,600	\$ -	Should be delivered June 2025
PW - Utility	Silverado 3500	Delivered	\$ 65,559	\$ 63,426	\$ 22,600	\$ 24,455	
PW - Water	F-750	Delivered	\$ 135,000	\$ 123,273	\$ 13,605	\$ -	
			\$ 1,253,090	\$ 1,105,956	\$ 211,415	\$ 155,325	

FY 2025 Update

Department	Vehicle Type	Status	Estimated Acquisition	Actual Purchase	Estimated Resale	Actual Resale	Notes
Building Inspection	Midsize SUV	Delivered	\$40,231	\$39,145	\$19,100		
Fire - Admin	Small SUV	Delivered	\$34,749	\$30,852			
Fire - Prevention	3/4 Ton Truck	Delivered	\$66,880	\$61,441	\$18,600	\$14,334	
Information Svc	1/2 Ton Cargo Van	Never Ordered- Rolling to FY26	\$65,000		\$12,000		Rolling to FY26
Parks	Silverado 3500	Delivered	\$62,632	\$60,347	\$26,600	\$23,954	
Parks	1/2 Ton Truck	Delivered	\$48,199	\$43,491	\$17,100	\$20,454	
Parks	1/2 Ton Truck	Delivered	\$47,239	\$41,944	\$17,100	\$20,454	
Parks	F-550	City Purchased	\$101,876				
PD	Tahoe	At Aftermarket	\$106,773		\$17,600		Should be delivered in few months
PD	Tahoe	At Aftermarket	\$106,773		\$17,600		Should be delivered in few months
PD	Tahoe	At Aftermarket	\$106,773		\$17,600		Should be delivered in few months
PD	Tahoe	At Aftermarket	\$106,773		\$13,600		Should be delivered in few months
PD	Tahoe	At Aftermarket	\$106,773		\$13,600		Should be delivered in few months
PD - Admin	Sedan	Delivered	\$28,266	\$25,850	\$10,600	\$13,969	
PD - CID	Small SUV	Delivered	\$34,809	\$28,666	\$24,100	\$28,484	
PD - CID	Small SUV	Delivered	\$34,809	\$28,646	\$8,600	\$14,340	
PD - Code	1/2 Ton Truck	Delivered	\$49,424	\$47,677	\$17,600	\$17,384	
PW - Storm Water	1/2 Ton Truck	Delivered	\$46,833	\$41,847	\$18,100	\$18,454	
PW - Storm Water	F-550	Delivered to Dealer	\$101,099	\$86,485	\$23,100		
PW - Utility	1/2 Ton Truck	Delivered	\$47,239	\$41,847	\$19,100	\$22,454	
PW - Utility	1/2 Ton Truck	Delivered	\$47,239	\$41,852	\$18,100		
PW - Utility	1/2 Ton Truck	Delivered	\$46,233	\$41,847	\$16,600	\$13,314	
PW- General	1/2 Ton Truck	Delivered	\$47,239	\$41,853	\$18,100		
PW- General	1/2 Ton Truck	Delivered	\$46,833	\$41,921	\$18,100	\$18,454	
PW- General	Silverado 3500	Delivered	\$71,022	\$67,186	\$24,600		\$0 Total Loss (handled with TML)
PW- General	Silverado 3500	Delivered	\$71,022	\$67,493	\$24,600	\$28,454	
PW- General	1/2 Ton Truck	Delivered	\$47,455	\$42,939	\$19,600	\$24,455	
PW- General	1/2 Ton Truck	Delivered	\$46,233	\$41,848	\$19,100	\$23,454	
			\$1,766,426	\$965,178	\$470,500	\$302,418	

FY 2026 Replacement Budget

27 Total Replacements for FY26

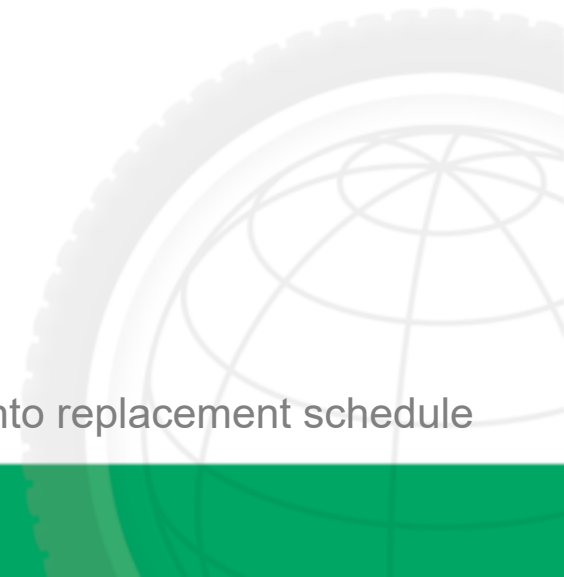
Department	Vehicle Type	Quote	Estimated Acquisition	Estimated Resale
IT	1/2 Ton Cargo Van	8435759	\$61,600	\$12,000
Facilities	1/2 Ton Cargo Van	8762738	\$59,434	\$7,500
Police	Tahoe	8762740	\$99,334	\$6,000
Police	Tahoe	8762740	\$99,334	\$11,500
Parks	1 Ton Truck	8762728	\$94,896	\$18,000
PW - Water	1/2 Ton Truck	8762733	\$49,412	\$11,500
PW - Engineering	1/2 Ton Truck	8762734	\$49,517	\$15,000
PW - Drainage	1/2 Ton Truck	8762733	\$49,412	\$14,500
PW - Engineering	1/2 Ton Truck	8762734	\$49,517	\$14,500
Community Development	1/2 Ton Truck	8762734	\$49,517	\$15,500
PW - Street	1/2 Ton Truck	8762733	\$49,412	\$15,500
Community Development	1/2 Ton Truck	8762734	\$49,517	\$15,500
Police	Tahoe	8762741	\$69,607	\$11,500
Parks & Rec	1/2 Ton Truck	8762730	\$51,979	\$17,000
Police	Midsized SUV	8762744	\$52,589	\$12,000
Police	Tahoe	8762740	\$99,334	\$7,500
Police	Tahoe	8762740	\$99,334	\$7,000
Fire	1/2 Ton Truck	8762746	\$76,118	\$9,500
Fire	3/4 Ton Truck	8762745	\$101,956	\$10,500
PW - Fleet	Midsized SUV	8762737	\$45,902	\$16,000
Fire	3/4 Ton Truck	8762745	\$101,956	\$10,500
Police	Fullsize Sedan	8762743	\$32,396	\$12,500
Police	Midsized SUV	8771946	\$44,802	\$12,500
PW - Waste Water	F-550	8762735	\$109,628	\$9,000
Police	Tahoe	8762740	\$99,334	\$5,500
PW - Street	F-550	8762736	\$96,428	\$16,000
CMO	Large SUV	8762739	\$65,207	\$13,500
			\$1,907,476	\$327,500

Fleet Size Changes: FY22 to FY26

Vehicles Retained or Added

- Parks:
 - 4 New ½ tons for in-house Beautification Crew
 - 1 New Crash truck for Beautification Crew - FY25
 - 1 New Crash truck for Beautification Crew - FY26
- Library:
 - 1 Escape retained for book delivery
- Police:
 - 6 Patrol & old Decoy cars retained for SRO's
 - 1 Patrol retained as recruiting vehicle
- General:
 - 1 Passenger Van (former Senior/Rec van) retained for general City purposes due to low mileage; likely to not replace
- Fire:
 - 1 Admin SUV

Note: Changes to fleet size will impact program costs as retained/added vehicles are incorporated into replacement schedule



Next Steps

- Seek Council Approval of FY26 Plan on July 1st Agenda
 - Allows for best opportunity for vehicles to be produced with ordering as soon as able.
- EFM to order all vehicles as manufacturers begin accepting them
- Original manufacturer intended may change due to industry availability or better pricing





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 6/17/2025

Type Worksession

Department Finance

Title

Preliminary Budget Presentation

Explanation

Staff will present and discuss the FY26 preliminary budget.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 6/17/2025

Type Worksession

Department Community Development

Title

Discussion of amendments to Chapter 7: Sign Regulations

Explanation

Staff will present potential amendments to Chapter 7: Sign Regulations. The amendments include changes to the regulations pertaining to commercial real estate signs as well as minor "clean-up" items. New regulations are proposed for obsolete signs and mural (public art) signs.

Attachments

1. Amendments to Ch. 07 - Sign Regulations Presentations
2. Proposed Ch. 07 Sign Regulations



Chapter 7: Sign Regulations

June 17, 2025

Council Worksession



Why are we considering update?

- Commercial real estate signage
 - Too large / too many
 - Dilapidated
- If we go through the amendment process, it's a good time to review the entire chapter for additional administrative clean up.

Discussion of Proposed & Potential Changes Include:

High Priority

- Commercial Real Estate Signs

Clean-Up

- Digital display areas on monument signs
- Attached Signs
 - Awning Sign regulations
 - Wall Signs
- Window Signs

New

- Obsolete Signs
- Mural (& Public Art) Signs

High Priority

Section 7-190 Temporary Business Signs – Classifications & Number Allowed

- I. Real Estate Signs (Commercial) – The purpose of a commercial real estate sign is to advertise the sale, rental or lease of the premises on which said sign is located. A commercial real estate sign shall be allowed in accordance with Table 7-4. A commercial real estate sign shall not be illuminated. The maximum area and height of a commercial real estate sign shall conform to the requirements contained in Table 7-5 **unless modified below in this section**. No permit or permit fee shall be required for a commercial real estate sign.
 - a. Individual commercial property shall be limited to a single commercial sale/lease sign no greater than 3' x 3' attached to the building as a banner or displayed in a window. If the property is vacant or the building is more than 100' from the nearest approved right of way, the property shall have the right to place a single commercial sale/lease sign affixed to the ground no larger in size than 3' x 3' and 4' in overall height. Multi-tenant developments and PUDs shall be restricted to a single window sign or building banner no larger in size than 3' x 3' per vacant storefront. Commercial real estate signs shall be removed within seven (7) days following the completion of the sale, rental or lease of the premises.
 - b. Commercial property undergoing development/redevelopment with an approved use may be granted permission to erect a "coming soon" temporary sign for a period of 30 days prior to the business opening. Such temporary permits may be extended by the City Manager at 30 day increments.

Section 7-190 Temporary Business Signs – Classifications & Number Allowed

Table 7-5 Maximum Area, Height and Setback of Temporary Signs					
Type of Sign	Max. Area	Max. Height	Front Property Line Setback	Side Property Line Setback	Special Conditions
Real Estate Signs (Commercial)	64 s.f. 16 s. f.	10 ft. 6'	None 15'	None 15'	None Existing building: attached to building or within window only

Questions/Comments:

- Duration regulations added.
- Size regulations amended. Would apply to attached and free-standing.



Chapter 7: Sign Regulations



Clean-Up Items

Chapter 7: Sign Regulations

Section 7-150 Permanent Freestanding Signs – Sign Classifications & Regulations

A. General Business Signs

5. *Changeable Reader Board and Electronic Message Signs:* A general business sign may include a changeable reader board or electronic message area, provided the combined gross surface area does not exceed the maximum allowable message area and provided that no more than fifty (50%) percent of the maximum allowable message area may be used as a changeable reader board or electronic message area. A permit is not required to change the message on a changeable reader board or electronic message sign. ~~Except for scrolling reader boards,~~ All electronic message areas shall be allowed to change messages at a minimum of every thirty (30) seconds **except for schools shall be allowed to change messages at a minimum of every fifteen (15) seconds.**

Comments:

- This would apply to institutional signs as well



Chapter 7: Sign Regulations



Section 7-175 Permanent Attached Signs – Classification and Regulations

A. Awning Signs

The sign area on an awning shall not exceed 20% of the area of the awning and shall extend for no more than 50% of the length of the awning or ten feet (10'), whichever is more restrictive. No awning sign shall advertise any products or services, and will only identify the name of the business. An awning sign shall be in lieu of a wall sign. A permit shall be required for an awning sign. Awning signs may be illuminated.

Questions:

- Discussion last time indicated no change needed for size.
- Added clarifying language that eliminates duplication of sign type and language to allow name of business only.



Section 7-175 Permanent Attached Signs – Classification and Regulations

- D. Wall Signs - A wall sign shall only be allowed over the premises on which it advertises and may be illuminated; provided, illuminated wall signs on rear building facades are prohibited. Illumination shall allow for a solid color, no changing colors allowed. Each tenant is allowed one wall sign per occupied space for each building frontage. Wall signs must list the business name as the primary feature. A secondary feature in smaller font may be used such as a business slogan or address. Wall signs should not be used to advertise products or services the business offers. Wall signs shall comply with the following additional regulations:
1. *Maximum Area:* The total area of ~~all wall signs~~ a wall sign on a single tenant building or occupancy space of a multi-tenant building shall not exceed the product of one and one-half (1 ½) times the total lineal width of the wall on which such signs are located. For purpose of this regulation, on multi-tenant buildings, the width of each lease space shall be used to calculate each sign ~~width~~ area.

Comments:

- Added clarifying language that ensures 1 wall sign per tenant



Section 7-175 Permanent Attached Signs – Classification and Regulations

5. *Color:* No more than three (3) colors shall be used.

. . .

8. *Cabinet Signs:* The use of internally illuminated cabinet signs is not permitted by this ordinance, except in cases in which only the lettering and logo of business is lit.

9. *Shopping Center Wall Signs:* Signs located in shopping centers or multi-tenant developments will be generally consistent (color, size, etc.) with each other.

Comments:

- Language clean-up, the intent is to provide greater consistency

Section 7-190 Temporary Business Signs – Classifications & Number Allowed

- M. Window Signs - Window signs may be placed so as not to obscure more than 25% of any individual window pane. No permit shall be required for window signage, but review from the Community Development Department is recommended prior to placement to ensure compliance.

Comments:

- Language clean-up, the intent is to provide greater consistency

New Regulations

Section 7-225 Enforcement

- E. Obsolete Signs – Any sign, which the administrative official determines to be obsolete, shall be removed by the permit holder, owner of the sign, or owner of the site on which the sign is located. For temporary signs, the sign must be removed as noted on the sign permit application or within three days after receiving written notification to do so from the administrative official. For permanent signs, the sign must be removed by the permit holder, owner of the sign, or owner of the site on which the sign is located within 30 days. Upon failure to comply with such notice or to file an appeal of the decision in accordance with this article, the administrative official is authorized to cause the removal of such sign, and any expense incident thereto shall be paid by the permit holder, owner of the sign, or owner of the site on which the sign is located.

Comment:

- New regulations correct

Chapter 7: Sign Regulations

Section 7-235 Commercial Wall Murals and Public Art Murals

No commercial wall mural or public art mural shall be executed or displayed unless said mural is in conformance with the classifications and standards contained in this Section.

- A. **Administrative Approval/Sign Board of Appeals** Approval Required: Commercial Wall Murals and Public Art Murals shall be allowed with the approval of an application through the Administrative Official/Sign Board of Appeals.
- B. Maintenance Agreement Required: Unless otherwise approved by the Administrative Official/Sign Board of Appeals, it is the responsibility of the applicant to ensure the Public Art Mural is maintained in good condition. A signed maintenance agreement and mural maintenance plan will be required as part of the application for a mural.
 - 1. To extend the lifespan of the mural, maintenance best practices should be followed. These include but are not limited to, preliminary wall preparation or cleaning, priming, and curing; using appropriate paints, enamels, or materials to match the surface; and applying topcoats, sacrificial layers, and graffiti-resistant coatings that do not compromise the artwork.
 - 2. No alterations to the mural's design, theme, or scope may be made during routine maintenance performed by the applicant and/or artist unless authorized by the Sign Board of Appeals.
- C. City of Colleyville: Public Art Mural projects initiated, commissioned, and/or funded by the City may be placed on city-owned public buildings, structures, or infrastructure and are exempt from the regulations of this section.

Section 7-235 Commercial Wall Murals and Public Art Murals

- D. Commercial Wall Mural – A graphic or artwork painted or applied to the front façade, entryway, side, or back of a building, where its background differentiates it from the general color or material of the wall or other surface. The artwork is located on private property and is associated with the tenant occupying the corresponding space. All Commercial Wall Murals shall be subject to the following additional regulations:
1. *Design Criteria:*
 - a. Commercial Wall Murals may contain a commercial message such as, but not limited to, logos, branding, or any indication or description in image from the type of commercial activity that occurs in the inside of a building.
 - b. Commercial Wall Murals shall not include any owner identification or commercial text message; however it may contain graphics or images that relate to the products or services offered on the premises where the mural is located.
 - c. The following themes or elements are not permitted: representations of violence or hate; nudity or sexually explicit content; profanity or obscene language; disparagement or denigration of cultures; political themes or agenda-driven content; commercial or advertising messages; use of copyright material without proper authorization; or any content that may pose safety risks or create hazardous conditions. The City reserves the right to reject proposals for murals based on the themes or messages expressed as permitted by applicable First Amendment law.
 - d. Materials utilized in painting a mural shall have proven durability and shall be maintained or removed if not maintained.

Section 7-235 Commercial Wall Murals and Public Art Murals

E. Public Art Mural – Any graphic artwork painted or applied on a wall, ceiling, ground surface, or other architectural surface (including but not limited to mosaic tiles, photographic elements, wheat paste murals, and collages of elements) where its background differentiates it from the general color or material of the wall or other surface. These murals are displayed in a City park, public right-of-way, or the interior/exterior of a city facility or privately owned building that has entered a public-private partnership with the City.

1. *Design Criteria:*

- a. A mural shall not be considered public art if it is any way associated with a commercial entity and/or contains a commercial message such as, but not limited to, logos, branding, or any indication or description in narrative or image from the type of commercial activity that occurs on the inside of the building. Public Art Murals may not advertise any business, brand, or product.
- b. Proposals will be evaluated based on their contribution to the urban environment, the quality they bring to the public art landscape, and the overall strength of the proposal.
- c. Public Art Murals should be generally consistent with the surrounding area and designed to promote and enhance the character of Colleyville. In general, themes should be positive and uplifting, foster positive community interaction, and reflect the City of Colleyville's values of integrity, excellence, and public service.

Chapter 7: Sign Regulations



Questions/Comments

Coming Soon: Eliminate Lot Coverage Regulation?

Chapter 7

Sign Regulations

Rev. 02/05/2019

Section 7-100 Purpose of This Chapter

The purpose of this Chapter is to establish a comprehensive and balanced system of street graphics to facilitate an easy and pleasant communication between people and their environment and to avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance. It is the intent of this Chapter to establish standards which regulate the design, construction, location, height, size and maintenance of signs and sign structures by authorizing the use of street graphics which are:

- A. Compatible with their surroundings;
- B. Appropriate to the activity that displays them;
- C. Expressive of the identity of individual activities and the community as a whole;
- D. Consistent within the corridors of the city;
- E. Legible in the circumstances in which they are seen; and
- F. Protective of property values.

Section 7-105 Authorization for Adoption of This Chapter

The regulations contained in this Chapter have been adopted under the authority of the following:

- A. *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorize a municipality to adopt ordinances, rules, or police regulation that is for the good government, peace, or for the trade and commerce of the municipality.
- B. *The Home Rule Charter of the City of Colleyville*, which authorize the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 7-110 Variances and Appeals

Any person seeking approval of a sign or sign structure inconsistent with this Chapter, may request a variance from, or appeal a decision of an administrative official to the Sign Board of Appeals using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 7-115 Definitions

The definitions for this Chapter are found in *Chapter 2 – Definitions* of this Land Development Code.

Section 7-120 Responsibility for Compliance

The permittee, owner, agent, person or persons having the beneficial use of the property, the owner of the land or structure on which the sign is located, and the person in charge of erecting the sign are all subject to

the provisions of this Chapter.

Section 7-125 Violations and Penalties

Any person, firm or corporation violating any provision of this Chapter shall be guilty of a misdemeanor and shall be subject to the penalty provision contained in *Chapter 1-General Provisions* of this Land Development Code.

Section 7-130 General Conditions Applicable to All Signs

The following general conditions shall be applicable to all signs, except where a provision contained elsewhere in this Chapter specifies a different requirement.

- A. Compliance Required – No person, firm or corporation shall erect a new sign, or alter an existing sign, or sign structure, unless said sign conforms to the provisions of this Chapter.
- B. Sign Area – No sign shall exceed the maximum area provided for in this Chapter. The sign area permitted in this Chapter shall apply to the maximum size of a single sign face, except where a provision allows an alternate method for calculating sign area. When the two faces of a sign are separated by an angle of twenty (20) degrees or more, the maximum sign area shall be the total of all non-parallel sign faces.
- C. On-Premises Requirement – All signs shall be located on the same premises where the product or merchandise being advertised is located, except where a specific provision in this Chapter provides for off-premises advertising.
- D. Maximum Height – No sign shall exceed the maximum height provided for in this Chapter. In determining the maximum height of a sign, no sign shall be located on a mound where the surrounding grade has been altered by more than eighteen (18") inches for purposes of artificially increasing the overall height of a sign above that allowed by the height regulations in this Chapter.
- E. Wind Pressure and Dead Load Requirements – All permanent signs shall be designed and constructed to withstand a wind pressure of not less than 35 pounds per square foot of area.
- F. Sign Contractor Registration – It shall be unlawful for any person, firm or corporation to engage in the business of erecting permanent signs in the city unless such person, firm or corporation is the holder of a valid registration with the City to perform such work. In extending the rights and privileges of such registration, the City of Colleyville makes no statement of the technical competency of those registered, and no manner of license is proffered.
- G. Engineering Requirements and Construction Standards – The construction of all signs shall comply with the structural requirements of the City of Colleyville Building Code. Where required by the administrative official, the construction plans shall be signed and sealed by a professional engineer registered in the State of Texas. Any electrical installations shall comply with the City of Colleyville Electrical Code. No unfinished metal shall be allowed on the exterior surface of a sign or sign support.
- H. Signs in Right-of-Way Prohibited – No sign shall be erected in, extend into or over, a public right-of-way, except where a provision in this Chapter allows such location, or with the approval by the City Council of a *Right-of-Way Encroachment Agreement*.
- I. Interference with Safety Provisions – No sign shall be erected in such a manner that any portion of its surface or supports will interfere with the free ingress or egress of any fire escape, exit, standpipe, or window, or obstruct any required ventilator or door stairway.
- J. Illumination – Illumination of a sign shall only be allowed where a provision contained in this Chapter allows illumination for a specific sign classification or construction type. No sign located in a residential

zoning district shall be illuminated, except where illumination is provided by a provision in this Chapter. Such sign illumination shall not produce glare or direct illumination across the property lines of the premises. For electronic message signs, the maximum brightness shall not exceed 7,000 nits or its equivalent when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed 1,000 nits or its equivalent when measured from the sign's face at its maximum brightness at night.

- K. Loss of Required Parking – No sign shall be constructed within the limits of a parking area that results in a reduction in the number of required parking spaces.
- L. Signs in Planned Unit Developments and property with a Special Use Permit – All signs shall comply with the regulations in this Chapter, unless an ordinance for a Planned Unit Development (PUD) or a Special Use Permit (SUP) contains a provision that authorizes a variation from the regulations in this Chapter.

Section 7-135 Permits, Fees and Inspections

- A. Permit Required – It shall be unlawful for any person to erect a new sign, relocate, enlarge or replace an existing sign, or sign face, regulated by this Chapter without first obtaining a permit from the Building Permit Office, except where an exemption is provided for in this Chapter. No permit shall be issued unless the proposed sign complies with the requirements of this Chapter.
- B. Permit Fee – Where a permit is required by this Chapter, no application for a sign permit shall be approved which is not accompanied by a permit fee in accordance with the applicable fee schedule. Said fee schedule shall be established by separate ordinance by the City Council. The administrative official shall not issue a sign permit to any person who has previously failed or refused to pay any fees or costs assessed against him under the provisions of this Chapter until such fees are paid.
- C. Application for Sign Permit – Application for a sign permit shall be made in writing upon forms furnished by the administrative official. Such application shall contain sufficient information as determined by the administrative official, including plans of the proposed sign, whereby the administrative official may determine that the proposed sign is in conformance with the requirements of this Chapter.
- D. Permit Expiration – No sign permit shall be valid for more than 180 days from the date of issuance of the permit, except where a specific time period is provided elsewhere in this Chapter.
- E. Temporary Sign Permit – Where required by this Chapter, a sign permit for a temporary sign shall be valid only for the period specified by the administrative official. A temporary sign which has not been removed on or before the last day authorized by the sign permit shall be deemed a violation of this Chapter.
- F. Permit Revocable – The administrative official may suspend or revoke any sign permit issued in error or on the basis of incorrect or false information supplied, or whenever such permit was issued in violation of any provision of this Chapter. Any sign constructed that is the subject of a revoked permit shall be removed by the person in control of the sign or premises upon which the sign is located within ten (10) days of written notice of revocation. Notice of revocation shall be deemed to have been received when deposited in the mail, addressed to the owner of the premises, the owner of the sign, and/or the tenant for whose benefit the sign is erected as listed on the permit application.
- G. Inspections – All signs shall be subject to inspection by the administrative official. The ~~building official~~ **administrative official** shall establish inspection procedures and provide copies of such procedures upon request.
- H. Investigation Fees – Whenever any work for which a permit is required by this Chapter has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected, whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee.

Section 7-140 Signs Exempt From These Regulations

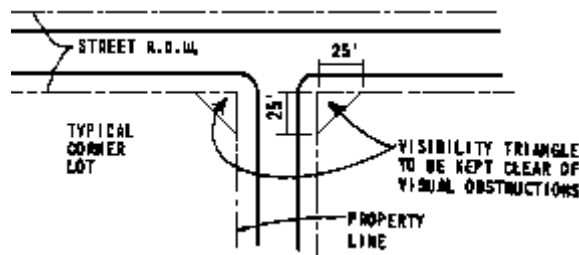
The following signs or forms of advertising shall be exempt from the regulations contained in this Chapter:

- A. Any sign erected by or under the authority of the City of Colleyville on property owned by the City of Colleyville.
- B. Street identification signs, public notices, and warning signs installed by any City, County, State or Federal agency.
- C. Residential nameplates or subdivision identification plaques attached to a perimeter screening wall not exceeding two (2) square feet in area.
- D. Historical markers placed by a city, county, state or national historical preservation organization.
- E. Official vehicle inspection station signs, holiday lights and decorations, or works of art.
- F. Signs located on-premises or inside a building and which are not displayed so as to be legible from a public street, including, but not limited to, such signs as credit card decals, hours of operation signs, emergency contact information, barber poles, etc.
- G. On-site traffic control signs on commercial properties, such as Stop, Yield, and similar traffic control signs containing no commercial message.
- H. "No Parking" or "Towing" signs authorized by City Ordinance.
- I. "No Dumping Allowed" signs posted to deter illegal dumping.
- J. Underground utility warning signs not exceeding one (1) square foot in size and similar safety signs.
- K. Signs on railway property, which references the operation of such railway.
- L. Security Warning, Neighborhood Watch or Crime Watch signs under two (2) square feet.
- M. Flags, emblems and insignia of any governmental body.
- N. Corporate flags displayed on a freestanding pole, which do not exceed 35 feet in height. The flag shall not exceed 32 square feet in area. The flagpole shall be setback a minimum of 20 feet from the front property line and 8 feet from the side property line.
- O. Drive-through menu boards not located in front of the building.
- P. Scoreboards, including the identification of donors.
- Q. Curbside pick-up, reserved parking, and to go signage to be placed in private parking lot as approved by administrative official after review of written request by property owner.

Section 7-145 Permanent Freestanding Signs – General Conditions

- A. Permits – A permit shall be required prior to construction of any permanent freestanding sign, except where an exemption is provided for in these regulations. A permit shall not be required for the sole purpose of removal and replacement of an interchangeable panel for a sign structure designed for such purpose.
- B. Certificate of Occupancy Required – No permit for a permanent freestanding sign shall be approved, except where a business exists with a valid Certificate of Occupancy or where a Certificate of Occupancy has been submitted for the premises on which the sign is to be located.

- C. Construction Standards – The construction of all permanent freestanding signs shall comply with the structural requirements of the Colleyville building code. No permanent wood signs shall be allowed.
- D. Illumination – A permanent freestanding sign may be illuminated. All electrical facilities shall require separate electrical permits and shall be installed in accordance with the City of Colleyville electrical code. Lighting shall be installed so as to avoid any glare or reflection onto adjacent property or create a traffic hazard on a public street. For electronic message signs, the maximum brightness shall not exceed 7,000 nits or its equivalent when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed 1,000 nits or its equivalent when measured from the sign's face at its maximum brightness at night. When determined necessary by the administrative official, illuminated signs shall be shielded to minimize glare on residentially zoned property.
- E. Pedestrian Clearance – No permanent freestanding sign may project over a pedestrian walkway, unless there is a minimum of eight (8') feet of clearance provided from the bottom of the sign to the grade below the sign.
- F. Public Right-of-Way – No permanent freestanding sign shall project over or into a public right-of-way, except where a provision in this Chapter provides for a sign within a right-of-way or with the approval by the City Council of a *Right-of-Way Encroachment and Joint Use Agreement*. A sign may encroach over or into a public access easement that is located on private property provided a minimum of eight (8') feet of clearance is provided over a walkway and a minimum of fourteen (14') feet of clearance is provided over a driving area.
- G. Street Intersection Visibility Triangles – No sign shall be located or placed where it obstructs the vision of motor vehicle drivers approaching any street intersection. At all street intersections, clear vision shall be maintained across the lot for a distance of twenty-five (25') feet back from the property corner along both streets. Within this triangle, vision shall be clear at elevations between thirty inches (30") and nine feet (9') above the average curb grade.
- H. Attachments to Freestanding Sign – No guys, braces, attachments, banners, flags, balloons, or other similar devices shall be attached to any permanent freestanding sign.



Section 7-150 Permanent Freestanding Signs – Sign Classifications & Regulations

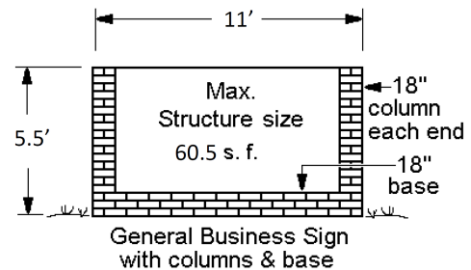
No permanent freestanding sign shall be constructed or displayed unless said sign is in conformance with the sign classifications and standards contained in this Section.

- A. General Business Signs – The purpose of a general business sign is to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located. A general business sign may provide advertising for a single or multi-tenant occupancy. All general business signs shall be subject to the following additional regulations:
1. *Construction Design*: All general business signs shall be designed and constructed as a monument sign as defined in this Land Development Code.
 2. *Districts Permitted*: A general business sign shall be allowed only in zoning districts in accordance with Table 7-1.
 3. *Maximum Number*: One general business sign shall be allowed for each 250 feet of street frontage, or portion thereof, for each lot. Where a building encompasses more than one lot, each lot shall qualify for a general business sign. If the site is a corner lot, each frontage shall be allowed additional signs using the same formula described in this paragraph. The sign(s) shall be located adjacent to and within the qualifying street frontage. Additional signs are not permitted by adding different street frontages to total more than 250 feet.

4. **Specifications:** The maximum area, height, spacing and setbacks of a general business sign shall conform to the specifications contained in Table 7-2, except where provided as follows:

a. **Maximum Area:** Sixty and one-half square feet (60.5 s.f.), overall structure size.

- b. **Base and Column Requirements:** At a minimum, a general business sign shall be constructed to include a base and columns as described below. Said base and columns shall be included in the calculation for determining the overall structure size for compliance with these regulations.



- i. **Base:** A general business sign shall be constructed with a base that extends the entire length of the face of the sign structure. Said base shall be a minimum of eighteen inches (18") in height and shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- ii. **Columns:** A general business sign shall be constructed with columns constructed on each end of the face of the sign structure. Said columns shall be a minimum of eighteen inches (18") in width as viewed from the front and side elevations and shall extend the entire height of the face of the sign structure. Said columns shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- iii. **Sign Face Offset Requirement:** The vertical plane of the advertising image area shall be internally offset (recessed) a minimum of two inches (2") from the vertical plane of the base and columns required above.

c. **Maximum Height:** Five and one-half feet (5 ½').

d. **Minimum Setback:** Eight feet (8') from an abutting street right-of-way and, if applicable, a minimum of twelve feet (12') from the edge of pavement. Thirty feet (30') from any side or rear property line adjacent to another property.

e. **Minimum Thickness:** The advertising image area of a general business sign shall not be less than four and one-half inches (4-½") between vertical face planes.

5. **Changeable Reader Board and Electronic Message Signs:** A general business sign may include a changeable reader board or electronic message area, provided the combined gross surface area does not exceed the maximum allowable message area and provided that no more than fifty (50%) percent of the maximum allowable message area may be used as a changeable reader board or electronic message area. A permit is not required to change the message on a changeable reader board or electronic message sign. Except for scrolling reader boards, all electronic message areas shall be allowed to change messages at a minimum of every thirty (30) seconds **except for schools shall be allowed to change messages at a minimum of every fifteen (15) seconds.**

6. **Spacing:** Where a lot qualifies for an additional general business sign, a general business sign shall be a minimum of one hundred (100') feet from another general business sign situated on the same lot.

7. **Two Frontage Lots:** A lot that abuts two (2) or more street frontages shall be allowed a general business sign for each street frontage, provided minimum spacing requirements are in compliance.

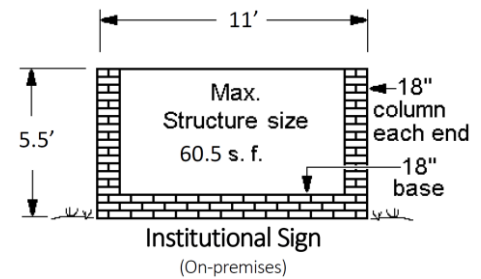
- B. **Institutional Signs** – These regulations provide for on-premises and off-premises institutional signs to assist the public with the location of these types of uses.

1. **On-Premises Institutional Sign:** The purpose of an on-premises institutional sign is to identify schools, churches, hospitals or similar public or quasi-public institutions. One on-premises institutional sign per street frontage shall be allowed on the premises where the institution is located and

in accordance with Table 7-1. All on-premises institutional signs shall be constructed as a monument sign as defined in this Land Development Code. The maximum area, height, spacing, and setbacks of an on-premises institutional sign shall conform to the specifications contained in Table 7-2.

a. **Maximum Area:** Sixty and one-half square feet (60.5 s.f.), overall structure size.

b. **Base and Column Requirements:** At a minimum, a general business sign shall be constructed to include a base and columns as described below. Said base and columns shall be included in the calculation for determining the overall structure size for compliance with these regulations.



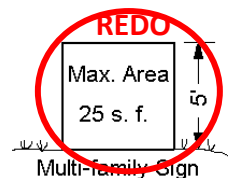
- i. **Base:** A general business sign shall be constructed with a base that extends the entire length of the face of the sign structure. Said base shall be a minimum of eighteen inches (18") in height and shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- ii. **Columns:** A general business sign shall be constructed with columns constructed on each end of the face of the sign structure. Said columns shall be a minimum of eighteen inches (18") in width as viewed from the front and side elevations and shall extend the entire height of the face of the sign structure. Said columns shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.
- iii. **Sign Face Offset Requirement:** The vertical plane of the advertising image area shall be internally offset (recessed) a minimum of two inches (2") from the vertical plane of the base and columns required above.

c. **Minimum Setback:** Eight feet (8') from an abutting street right-of-way and, if applicable, a minimum of twelve feet (12') from the edge of pavement. Thirty feet (30') from any side or rear property line adjacent to another property.

d. **Minimum Thickness:** No on-premises institutional sign shall be less than four and one-half inches (4-1/2") between vertical face planes.

e. **Changeable Reader Board and Electric Message Signs:** An on-premises institutional sign may include a changeable reader board electronic message area, provided the combined gross surface area does not exceed the maximum allowable sign area and provided that no more than fifty (50%) percent of the maximum allowable sign area may be used as a changeable reader board or electronic message area. A permit is not required to change the message on a changeable reader board or electronic message sign. Except for scrolling reader boards, all electronic message areas shall be allowed to change messages at a minimum of every thirty (30) seconds **except for schools shall be allowed to change messages at a minimum of every fifteen (15) seconds.**

C. **Multi-family Signs** – The purpose of a multi-family sign is to identify the name of a multi-family residential development. All multi-family signs shall be constructed as a monument sign as defined in this Land Development Code and be constructed using the same standards as a General Business Sign, except for maximum area and height, which are established in this paragraph. One multi-family sign per street frontage shall be allowed in zoning districts in accordance with Table 7-1. The maximum area, height, spacing, setbacks of a multi-family sign shall conform to the specifications contained in Table 7-2 and the following additional requirements.



1. **Maximum Area:** Forty-four square feet (44 s.f.), overall structure size.

2. **Base and Column Requirements:** At a minimum, a general business sign shall be constructed to include a base and columns as described below. Said base and columns shall be included in the calculation for determining the overall structure size for compliance with these regulations.

- i. **Base:** A general business sign shall be constructed with a base that extends the entire length

of the face of the sign structure. Said base shall be a minimum of eighteen inches (18") in height and shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.

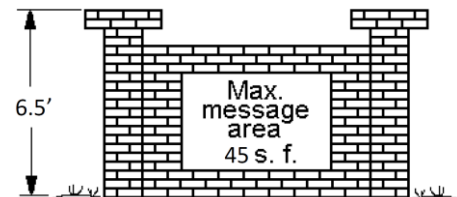
ii. *Columns:* A general business sign shall be constructed with columns constructed on each end of the face of the sign structure. Said columns shall be a minimum of eighteen inches (18") in width as viewed from the front and side elevations and shall extend the entire height of the face of the sign structure. Said columns shall be constructed of brick, stone, or of a material similar to that of the primary building on the lot.

iii. *Sign Face Offset Requirement:* The vertical plane of the advertising image area shall be internally offset (recessed) a minimum of two inches (2") from the vertical plane of the base and columns required above.

3. *Minimum Setback:* Eight feet (8') from an abutting street right-of-way and, if applicable, a minimum of twelve feet (12') from the edge of pavement. Thirty feet (30') from any side or rear property line adjacent to another property.

4. *Minimum Thickness:* No multi-family sign shall be less than four and one-half inches (4-½) between vertical face planes.

D. Subdivision Monument Signs – The regulations for subdivision monument signs are intended to allow residential developments to have large grand-entrance structures at the main entrances to a subdivision. All subdivision monument sign structures shall be constructed to avoid the creation of a sight visibility obstruction for vehicular traffic entering and exiting the subdivision. No more than two subdivision monument signs shall be allowed per subdivision entrance. No subdivision monument sign structure shall exceed six and one-half (6.5') feet in height and the message area shall not exceed forty-five (45) square feet. Subdivision monument signs shall be allowed in accordance with Table 7-1. Subdivision monument signs shall not be located within a public right-of-way, except with the approval by the City Council of a *Right-of-Way Joint Use Agreement*. The maximum area, height, spacing and setbacks of a subdivision monument sign shall conform to the specifications contained in Table 7-2.



Subdivision Monument Signs

E. Traffic Directional Signs – The purpose of a traffic directional sign is to guide vehicular traffic into or out of an institutional use or commercial business by identifying a public entrance and exit for vehicular traffic. No more than two traffic directional signs per entrance or exit shall be allowed in accordance with Table 7-1, provided additional traffic directional signs shall be allowed when located behind the building set-back line.

The maximum area and height of a traffic directional sign shall conform to the specifications contained in Table 7-2. No permit shall be required for a traffic directional sign, provided all such signs shall comply with the regulations contained in this section.



Traffic Directional Sign

F. Directory Signs – The purpose of a directory sign is to provide a listing of the occupants within a major multi-tenant shopping center and direct to the buildings in the development. All directory signs shall be constructed as a monument sign as defined in this Land Development Code. Directory signs shall be allowed in accordance with Table 7-1 and only for retail shopping centers that contain more than four (4) tenants and contain a minimum of 250,000 square feet of gross floor area. One (1) directory sign shall be permitted per street entrance with no more than 4 such signs permitted total per retail shopping center. The maximum area, height, spacing, and setbacks of a directory sign shall conform to the specifications contained in Table 7-2.

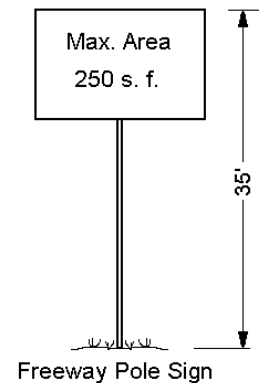
Section 7-155 Special Purpose Sign Districts & Regulations

The following special purpose sign districts are hereby created to provide additional signage provisions that due to special circumstances are not applicable to all locations within the city.

A. Freeway Overlay Zone – The area situated within 250 feet from the right-of-way line of State Highway 121 shall be defined as the Freeway Overlay Zone for the purpose of this sign regulation.

1. *Freeway Pole Signs:* The purpose of a freeway pole sign is to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located for businesses located adjacent to State Highway 121. Freeway pole signs shall be subject to the following regulations.

- a. *Permit:* A permit shall be required for a Freeway Pole sign upon the review and approval of the City Council.
- b. *Districts Permitted:* A freeway pole sign shall be allowed in zoning districts in accordance with Table 7-1, but only for when the sign is situated within the freeway overlay zone.
- c. *Maximum Number:* No more than one freeway pole sign and one general business sign shall be allowed for each lot.
- d. *Specifications:* The maximum area, height, spacing and setback of a freeway pole sign shall conform to the specifications contained in Table 7-2.

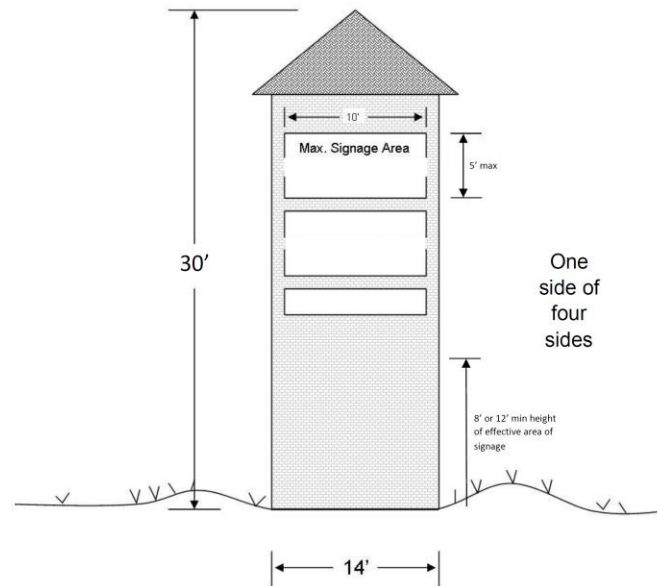


B. Major Multi-Tenant Shopping Center Sign Areas – A Special Purpose Sign District for a Major Multi-Tenant Shopping Center may be approved by the City Council provided the following minimum requirements are met. A Major Multi-Tenant Shopping Center shall include retail shopping centers that contain more than four (4) tenants and contain a minimum of 100,000 square feet of gross floor area for the purpose of this sign regulation.

1. *Major Shopping Center Landmark Signs:* The purpose of a major shopping center landmark sign is to identify a major shopping center and the name of a business, profession, service, product or activity conducted, sold or offered within the major shopping center. A landmark sign shall mean a free standing four-sided sign that provides an effective area for multi-tenant advertisement and shall only be permitted within a major multi-tenant shopping center area as defined above.

- a. *Permit:* A permit shall be required for a landmark sign upon the review and approval of the City Council.
- b. *Specifications:* All landmark signs shall comply with the following minimum requirements:
 - i. *Maximum Height:* Thirty feet (30').
 - ii. *Maximum Base Dimensions:* Fourteen feet (14') by fourteen feet (14').
 - iii. *Maximum Effective Area of Signage:* Five feet (5') in height and ten feet (10') width.
 - iv. *Minimum Height of Effective Area of Signage:* Twelve feet (12') for center identification; Eight feet (8') for other business/tenant identification
 - v. *Architectural Features:* Landmark signs shall be architecturally compatible to the principle building(s) on the property or overall architectural theme of a development. Decorative roof and wall design features, such as parapets, ridges, and eaves, etc. shall be incorporated into the design to provide visual interest. A flat roof line with no articulation is not permitted unless deemed by the Administrative Official to be compatible with the architecture of the development.

- vi. **Signage:** Signage for each tenant shall be uniform in size, color and method of construction.



Major Shopping Center Landmark Signs

Section 7-160 Permanent Freestanding Signs – Allowable Districts

No permit for a permanent freestanding sign shall be issued nor shall a permanent freestanding sign be constructed or displayed unless said sign is situated in a district authorized by Table 7-1 below:

Table 7 - 1 Allowable Districts for Permanent Freestanding Signs																	
Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts						Special Districts	
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	AG	PUD
General Business Signs	Y									P	P	P	P	P	P		(1)
Freeway Pole Signs	Y									S (2)	S (2)	S (2)	S (2)	S (2)	S (2)		S (2)
Institutional Signs	Y	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Multi-family Signs	Y							P									(3)
Subdivision Monument Signs	Y	P	P	P	P	P	P	P	P								P
Traffic Directional Signs	N	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	P	P	P	P	P	P	P	(1)
Directory Signs	Y												(5)	(5)			(5)

Notes for Table 7-1:

- (1) Permitted where the PUD ordinance allows commercial uses
- (2) Permitted only in the Freeway Overlay Zone with approval of an SUP
- (3) Permitted where the PUD ordinance allows multi-family uses
- (4) Permitted for Institutional uses in the applicable districts
- (5) Permitted for retail shopping centers containing a minimum of 250,000 square feet of gross floor area.

Legend: **P** = Sign permitted in this district

(#) = Sign permitted in this district
_____per special footnote

Section 7-165 Permanent Freestanding Signs – Area, Height and Setback Requirements

No permit for a permanent freestanding sign shall be issued nor shall a permanent freestanding sign be constructed or displayed that exceeds the maximum area, height and minimum setback requirements contained in Table 7-2 below:

Table 7 - 2 Area, Height and Setback for Permanent Freestanding Signs						
Type of Sign	Maximum Sign Area (2)	Maximum Sign Height (2)	Minimum Front Property Line Setback (1)	Minimum Side Property Line Setback	Minimum Spacing B/T Next Free-Stand. Sign	Special Conditions
General Business Signs	60.5 s. f.	5.5 ft.	8 ft.	30 ft.	60 ft. (6)	1 per 250' street frontage
Freeway Pole Signs	250 s. f.	35 ft.	8 ft.	30 ft.	60 ft. (6)	1 per lot (3)
Institutional Signs (on-premises)	60.5 s. f.	5.5 ft.	8 ft.	30 ft.	60 ft.	1 per street frontage
Institutional Signs (off-premises)	16 s. f.	5 ft.	none	none	none	Maximum of two signs
Multi-family Signs	25 44 s. f.	6.5 5.5 ft	8 ft.	30 ft.	60 ft.	1 per street frontage
Subdivision Monument Signs	45 s. f.	6.5 ft.	0 ft.	0 ft. (4)	n/a	Maximum 2 per entrance
Traffic Directional Signs (5)	6 s. f.	30 inches	0 ft.	0 ft.	0 ft.	2 per curb cut
Directory Signs	25 s. f.	6 ½ ft.	150 ft.	N/A	N/A	1 per street entrance and no more than 4 signs per retail shopping center; Sign shall only be located along an internal drive or street within the development

Notes for Table 7-2:

- (1) Any street frontage shall be considered a front property line
- (2) Maximum structure size.
- (3) Only permitted within 250 feet of Hwy. 121 right-of-way.
- (4) Signs on a street island must be designed to permit appropriate driver visibility- joint use agreement required.
- (5) Spacing requirements for Freestanding Signs are not applicable to Traffic Directional Signs.
- (6) 100 feet between signs when signs are located on the same lot.

Section 7-170 Permanent Attached Signs – General Conditions

- A. Permit – A permit shall be required prior to construction of any permanent attached sign, except where an exemption is specifically provided for in these regulations.
- B. Certificate of Occupancy Required – No permit for a permanent attached sign shall be approved, except where a business exists with a valid certificate of occupancy or where a certificate of occupancy has been submitted for the premises on which the sign is to be located.
- C. Construction Standards – The construction of all permanent attached signs shall comply with the structural requirements of the Colleyville building code.
- D. Illumination – A permanent attached sign may be illuminated, however, illuminated attached signs on rear building facades are prohibited. All electrical facilities shall require separate electrical permits and shall be installed in accordance with the City of Colleyville electrical code. Lighting shall be installed so as to avoid any glare or reflection onto adjacent property, or create a traffic hazard on a public street. When determined necessary by the administrative official, illuminated signs shall be shielded to minimize glare

on residentially zoned property.

- E. Pedestrian Clearance – No permanent attached sign may project over a pedestrian walkway, unless there is a minimum of eight (8') feet of clearance provided from the bottom of the sign to the grade below the sign.
- F. Public Right-of-Way – No permanent attached sign shall project over or into a public right-of-way, except where a provision in this Chapter provides for a sign within a right-of-way or with the approval by the City Council of a *Right-of-Way Encroachment and Joint Use Agreement*. A sign may encroach over or into a public access easement located on private property, provided a minimum of eight (8') feet of clearance is provided over a walkway and a minimum of fourteen (14') feet of clearance is provided over a driving area.

Section 7-175 Permanent Attached Signs – Classification and Regulations

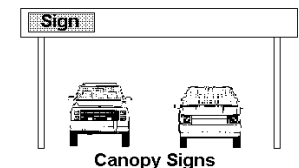
No permit for a permanent attached sign shall be issued nor shall a permanent attached sign be constructed or displayed unless said sign is in compliance with the sign classifications and standards contained in this Section and is situated in a district authorized by Table 7-3.

- A. Awning Signs – The purpose of an awning sign is to provide an advertising message on the face of an awning. An awning may extend across the entire width of a building or tenant space. An awning may extend above the apparent roof line of the building, provided the awning extends across seventy-five (75%) percent of the entire width of the building façade to which it is attached. An awning shall not exceed six (6') feet in height. Awnings shall only be allowed of a single color of a neutral tone (black, gray, white, tan, etc.), opaque, and of a high quality material.

The sign area on an awning shall not exceed 20% of the area of the awning and shall extend for no more than 50% of the length of the awning or ten feet (10'), whichever is more restrictive. **No awning sign shall advertise any products or services, and will only identify the name of the business. An awning sign shall be in lieu of a wall sign.** A permit shall be required for an awning sign. Awning signs may be illuminated.

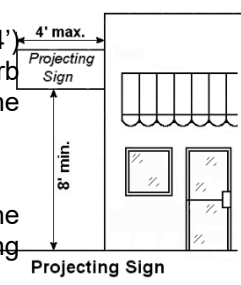


- B. Canopy Signs – A canopy sign shall be no greater in size than 20% of the face of the canopy of which it is a part or to which it is attached and shall not extend beyond the face of the canopy either vertically or horizontally. An illuminated strip may be incorporated into the canopy.



- C. Projecting Signs – The purpose of a projecting sign is to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located by providing an advertising message that is perpendicular to the wall of the building to which it is attached. A projecting sign shall be allowed in zoning districts in accordance with Table 7-3 and shall comply with the following additional regulations:

1. *Number of Signs*: One (1) projecting sign shall be allowed for each single tenant building or for each tenant in a multi-occupancy structure. However, no tenant storefront shall have a projecting sign in combination with a wall sign on the same building elevation.
2. *Maximum Area*: A projecting sign shall not exceed twenty (20) square feet. The plane of the message area shall not exceed eighteen (18") inches from the plane of the message area on the opposite side of the sign.
3. *Horizontal Projection*: A projecting sign shall not project more than four (4') feet from any wall facing and shall not be closer than two (2') feet from a curb line. A projecting sign shall not extend above the apparent roof line of the building.
4. *Clearance*: Every projecting sign shall be a minimum of eight (8') feet above the grade over a walking area or fourteen (14') feet over a vehicular maneuvering

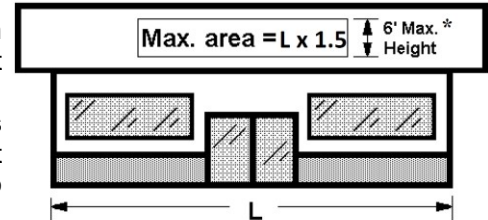


area. Projection signs shall not project over any property line or right-of-way line.

5. **Illumination:** A projecting sign may be illuminated but shall not be internally illuminated.

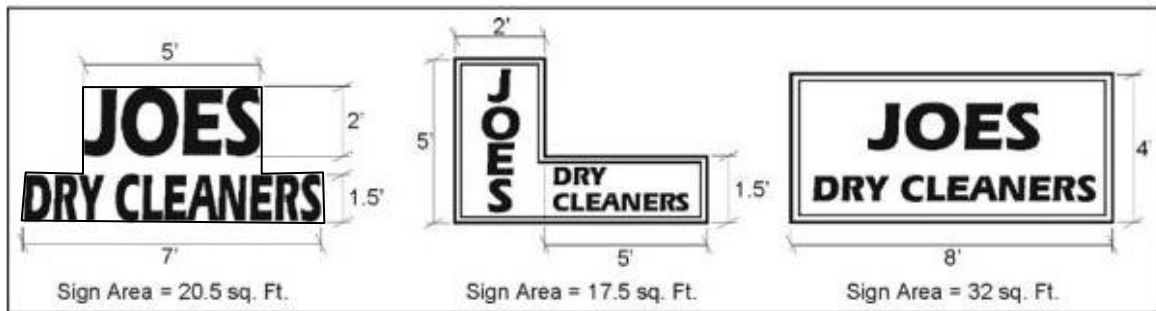
D. Wall Signs - A wall sign shall only be allowed over the premises on which it advertises and may be illuminated; provided, illuminated wall signs on rear building facades are prohibited. Illumination shall allow for a solid color, no changing colors allowed. **Each tenant is allowed one wall sign per occupied space for each building frontage. Wall signs must list the business name as the primary feature. A secondary feature in smaller font may be used such as a business slogan or address. Wall signs should not be used to advertise products or services the business offers.** Wall signs shall comply with the following additional regulations:

1. **Maximum Area:** The total area of all wall signs **a wall sign** on a single tenant building or occupancy space of a multi-tenant building shall not exceed the product of one and one-half (1 ½) times the **total** lineal width of the wall on which such signs are located. For purpose of this regulation, on multi-tenant buildings, the width of each lease space shall be used to calculate each sign **width area**.



* See regulations for maximum letter height in Number 3 below

2. **Sign Area Measurement:** The measurement of sign area to determine compliance with the maximum sign area requirements shall be calculated by enclosing the extreme limits of all framing, emblem, logo, representation, writing, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines (see exhibit below).

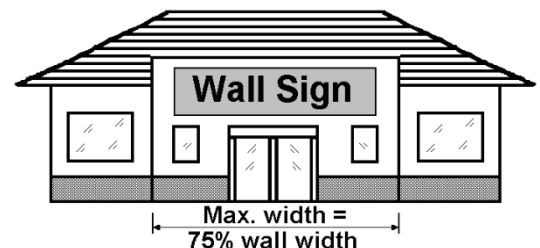


3. **Maximum Letter/Logo Height:** Ratio of letter height based on sign area and/or distance to front property line:
 <50 sf or <50 ft from front property line = 24" max. letter/logo height
 50 sf to 100 sf or 50 ft to 100 ft from front property line = 48" max.
 >100 sf or >100 ft from front property line = 72" max.

4. **Maximum Sign Height:** Six feet (6'), provided that no wall sign shall extend above the wall to which it is attached.

5. **Color:** No more than three (3) colors shall be used.

6. **Maximum Width:** Seventy-five percent (75%) of the width of the wall area to which it is attached. When more than one wall sign is used, the combination of the sign widths, when placed side by side, shall not exceed seventy-five (75%) of the width of the wall to which they are attached.

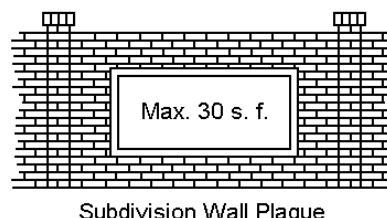


7. **Horizontal Projection:** No wall sign shall project from the vertical plane of the wall more than eighteen inches (18").

8. **Cabinet Signs:** The use of internally illuminated cabinet signs is not permitted by this ordinance, except in cases in which only the lettering and logo of business is lit.

9. **Development Wall Signs:** Signs located in shopping centers or multi-tenant developments will be generally consistent (color, size, etc.) with each other.

- E. Subdivision Wall Signs or Plaques - Subdivision wall signs or plaques shall not exceed thirty (30) square feet in area. Subdivision wall signs or plaques are limited to two per subdivision entryway and may be illuminated. A subdivision wall sign or plaque shall be attached to a fence or screening wall. For purposes of this regulation, the size of the graphic and sign text shall be used to measure sign size.



Section 7-180 Permanent Attached Signs – Allowable Districts

No permit for a permanent attached sign shall be issued nor shall a permanent attached sign be constructed or displayed unless said sign is situated in a district authorized by Table 7-3 below:

Table 7 - 3 Allowable Districts for Permanent Attached Signs																	
Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts						Special Districts	
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	AG	PUD
Awning Signs	Y									P	P	P	P	P	P		(1)
Canopy Signs	Y									P	P	P	P	P	P		(1)
Projecting Signs	Y									P	P	P	P	P	P		(1)
Subdivision Wall Signs or Plaques	Y	P	P	P	P	P	P	P	P							P	P
Wall Signs	Y									P	P	P	P	P	P		(1)

Notes for Table 7-3:

(1) Permitted where the PUD ordinance allows commercial uses

Legend: P = Sign permitted in this district

(1) = Sign permitted in this district per special footnote

Section 7-185 Temporary Signs – General Conditions

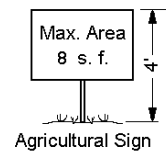
- A. Permit – A permit approved by the administrative official prior to the construction or display of some classifications of temporary signs is required to determine compliance with these regulations and to establish the beginning and ending display periods.
- B. Certificate of Occupancy Required – No temporary sign shall be constructed or erected, except where a business exists with a valid certificate of occupancy or where a certificate of occupancy has been submitted for the premises on which the sign is to be located, unless a provision in this Section allows a sign to be displayed off-premises.
- C. Illumination – No temporary sign may be illuminated, except where a regulation provides for illumination. Lighting, where allowed, shall be installed so as to avoid any glare or reflection onto adjacent property, or create a traffic hazard on a public street. When determined necessary by the administrative official, illuminated signs shall be shielded to minimize glare on residentially zoned property.

Section 7-190 Temporary Business Signs – Classifications & Number Allowed

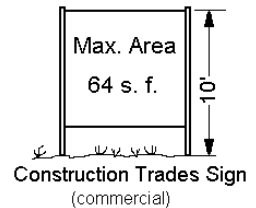
No permit for a temporary sign shall be issued nor shall a temporary sign be constructed or displayed unless

said sign is in compliance with the sign classifications and standards contained in this Section and is situated in a district authorized by Table 7-3. Where a provision exempts certain classifications of temporary signs from the permit requirement, said temporary signs shall comply with all other provisions for temporary signs.

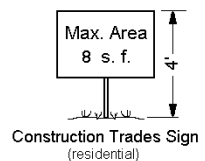
- A. **Agricultural Signs** – The purpose of an agricultural sign is to identify the temporary seasonal sales of produce, crops, animals or poultry that are produced or raised on the farm or ranch on which the sign is placed. An agricultural sign may be displayed in zoning districts in accordance with Table 7-4. One agricultural sign shall be allowed per lot, parcel or tract of land, provided the property contains a minimum of one (1) acre. The maximum gross surface area of the sign shall be eight (8) square feet. Agricultural signs shall have a maximum height of four (4') feet.



- B. **Construction Trades Signs** – The purpose of a construction trades sign is to denote the architect, engineer, financial institution or building trades contractor involved in a construction project. Construction trades signs shall be regulated as either commercial or residential, which shall be allowed in accordance with Table 7-4. The maximum area, height, spacing and setbacks of a Construction Trades Sign shall conform to the specifications contained in Table 7-5.

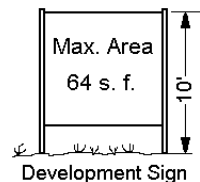


Construction trades signs shall not be erected until a building permit has been submitted for building construction and shall be removed up on completion of the construction project or occupancy of the structure, whichever is applicable. Construction trades signs shall not be illuminated. No permit or fee shall be required for a construction trades sign.



- C. **Development Signs** – The purpose of a development sign is to advertise a proposed residential subdivision or commercial project. A development sign shall be allowed in accordance with Table 7-4. A development sign shall not be illuminated. The maximum area, height, spacing and setbacks of a development sign shall conform to the specifications contained in Table 7-5. A permit shall be required for a development sign,

A development sign shall be removed when the project is 90% complete or within three years from start of construction, whichever is less. For the purpose of this provision, a subdivision shall be deemed 90% complete when 90% of the lots within the subdivision are sold.



- D. **Garage Sale Signs** – The purpose of a garage sale sign is to announce the sale of household possessions. Garage sale signs shall be allowed in any zoning district in accordance with Table 7-4. The maximum area, height, spacing and setbacks of a garage sale sign shall conform to the specifications contained in Table 7-5 and shall comply with the following additional regulations:

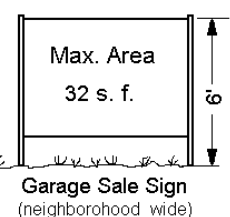
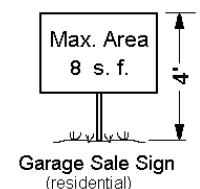
1. **Duration:** A garage sale sign shall not be posted more than twenty-four (24) hours prior to the beginning of the sale and shall be removed within twenty-four (24) hours following the end of the sale.

2. **Illumination:** A garage sale sign shall not be illuminated.

3. **Permit:** No permit or fee shall be required for any garage sale sign.

4. **Single-family residential on-premises:** One garage sale sign per street frontage shall allowed, but only on the premises where the garage sale is being conducted and where there is an existing residential use.

5. **Neighborhood-wide garage sales:** Two garage sale signs per subdivision entrance shall be allowed for a neighborhood-wide garage sale sponsored by a homeowner's association (HOA). The garage sale sign may be off- premises from where the actual garage sale is conducted, but the sign shall be located on property, including a street right-of-way, that is within the limits of the homeowner's association. The HOA must be registered with the Colleyville Code Enforcement Department.

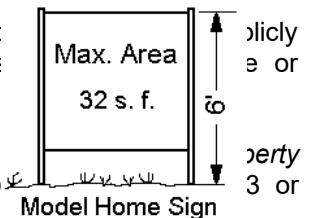


- F. Home Occupation Signs – (refer to Chapter 3 of the Land Development Code regarding Home Occupations).
- G. Model Home Signs – The purpose of a model home sign is to provide advertising of a typical completed residential dwelling. A model home sign shall be allowed in any residential zoning district in accordance with Table 7-4, provided the sign and the model home are located in the subdivision being developed.

Model home signs are limited to one per premises. A model home sign permit may not exceed a period of 24 months, provided if the model home is sold prior to the expiration of the 24 month period, the sign shall be removed when the sale is completed. The maximum area, height, spacing and setbacks of a Model Home sign shall conform to the specifications contained in Table 7-5.

- H. Political Signs – A political sign shall be allowed in any zoning district. No political sign shall be attached to any utility, light, or traffic signal pole. A political sign shall not be illuminated. Political signs shall be subject to the following additional regulations.

1. *Political Signs on Publicly Owned Property* – A political sign shall not be placed on publicly owned property including but not limited to City parks, City facilities, school districts, or federally owned property, except for the following:



- a. *Said political sign(s) shall be placed in the perimeter landscaped area being used as a polling location in accordance with Texas Election Code, Chapter 85.036;*
 - b. *Said political sign(s) shall not exceed four (4) square feet in area;*
 - c. *Said political sign(s) shall be attached to a metal stake, not to exceed a 9 gauge diameter, driven into the ground;*
 - d. *Said political sign(s) shall not encroach upon any tree roots, irrigation lines, and any other underground vegetation, or structure;*
 - e. *Said political sign(s) shall not extend over any sidewalk, street, or driveway;*
 - f. *Said political sign(s) shall not be placed within 30 feet of an identical sign(s);*
 - g. *Said political sign(s) may be placed beginning 48 hours prior to the first day of the early voting period, and must be removed within three (3) days after early voting of said election, unless the polling location for Election Day is held in the same location at early voting, then the signs shall be removed by 10:00 a.m. on the day following the election;*
 - h. *For a location used for Election Day only, said political sign(s) shall be placed beginning at 6:00 p.m. the day before Election Day, and shall be removed by 10:00 a.m. on the day following the election.*
2. *Political Signs on Private Property* – A political sign situated on private property shall not exceed thirty-two (32) square feet, nor exceed eight (8) feet in height, and shall not be erected more than sixty (60) days prior to the official election and shall be removed within seven (7) days after said election.
3. No permit or fee shall be required for a political sign.

- I. Real Estate Signs (Commercial) – The purpose of a commercial real estate sign is to advertise the sale, rental or lease of the premises on which said sign is located. A commercial real estate sign shall be allowed in accordance with Table 7-4. A commercial real estate sign shall not be illuminated. The maximum area and height of a commercial real estate sign shall conform to the requirements contained in Table 7-5 **unless modified below in this subsection**. No permit or permit fee shall be required for a commercial real estate sign.

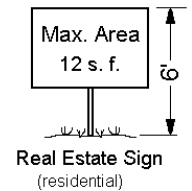


- a. **Individual commercial property shall be limited to a single commercial sale/lease sign no greater than 3' x 3' attached to the building as a banner or displayed in a window. If the property is vacant or the building is**

more than 100' from the nearest approved right of way, the property shall have the right to place a single commercial sale/lease sign affixed to the ground no larger in size than 3' x 3' and 4' in overall height. Multi-tenant developments and PUDs shall be restricted to a single window sign or building banner no larger in size than 3' x 3' per vacant storefront. Commercial real estate signs shall be removed within seven (7) days following the completion of the sale, rental or lease of the premises.

- b. Commercial property undergoing development/redevelopment with an approved use may be granted permission to erect a "coming soon" temporary sign for a period of 30 days prior to the business opening. Such temporary permits may be extended by the City Manager at 30 day increments.

- J. **Real Estate Signs (Residential)** – The purpose of a residential real estate sign is to advertise the sale, rental or lease of the premises on which said sign is located. A residential real estate sign shall not be illuminated. A residential real estate sign shall be allowed in a residential district in accordance with Table 7-4. The maximum area and height of a residential real estate sign shall conform to the requirements contained in Table 7-5. All signs shall be removed within seven (7) days following the completion of the sale, rental or lease of the premises. No permit or permit fee shall be required for a residential real estate sign.



- K. **Temporary Business Signs** – The purpose of a temporary business sign is to provide advertising for specific periods of time to identify the name of a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located.

1. **Requirements:** Temporary business signs shall conform to the following additional regulations:

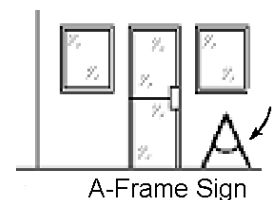
- a. **Maximum number:** One per business occupancy holding a valid certificate of occupancy.
- b. **Illumination:** None allowed.
- c. **Permit Requirements:** A temporary business sign permit shall not be valid for more than 30 consecutive days and there shall be a thirty (30) day non-display period between permits. No more than three temporary business sign permits shall be issued per calendar year per business occupancy.
- d. **Permit Fee:** A permit fee shall be charged for a temporary business sign. The permit fee shall be established by City Council.
- e. **Districts Allowed:** Temporary business signs shall be allowed in zoning districts in accordance with Table 7-4.

2. **Types of Temporary Business Signs:** A business tenant may choose any one of the following types of sign structures:

- a. **Flexible Banner Signs:** Banners shall be kept in good repair and remain firmly anchored or secured to the face of the building or may be suspended below the apparent lower edge of an overhanging covered walkway, provided the banner is firmly secured to the columns supporting the building. A flexible banner sign may not be freestanding. A flexible banner sign shall not exceed fifty (50) square feet nor exceed six (6) feet in height.
- b. **A-Frame Signs:** The purpose of an A-frame sign is to provide temporary advertising during business hours of a commercial occupancy.

- (1). **Maximum height and area shall conform to the following table:**

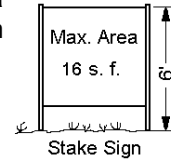
Maximum heights and areas of A-Frame Signs		
	Max. Area	Max. Height
Located on a sidewalk	8 s. f.	4 feet
Located in a yard	24 s. f.	6 feet



(2). *Time duration*: Only displayed during business hours.

(3). *Placement*: Only allowed on private property, but may be located on a public sidewalk, provided a width of four feet (4) shall remain free from intrusion.

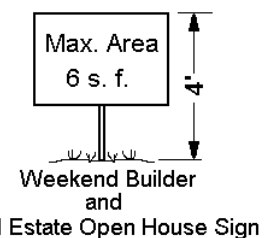
c. *Stake Signs*: A stake sign shall not exceed sixteen (16) square feet, nor exceed six (6) feet in height.



L. *Weekend Builder / Real Estate Open House Signs* – The purpose of Weekend Builder / Real Estate Open House Signs is to assist the general public by providing direction to available residential properties in Colleyville. Signs that advertise developments located outside the corporate limits of Colleyville shall be prohibited.

1. *Open House Sign Definition*: A means of advertising and marketing a property that is for sale. A period of time during which a builder, developer, or real estate agency markets the home by inviting buyers in for a public viewing to see the interior without making an appointment.

2. Weekend builder / real estate open house signs may be placed on private property or in the public right-of-way with the approval of adjacent property owner, provided the advertiser has a valid annual permit required by these regulations. Signs placed within the public right-of-way shall be situated not more than five (5) feet from the right-of-way line and shall be no closer than three (3) feet from the edge of the sign to the edge of the street pavement. No weekend builder / real estate open house sign shall block vehicular visibility. Approval of an annual permit does not grant unlimited access or use of the public right-of-way, therefore, it shall be the responsibility of the builder, owner, or real estate agency to secure permission of the property owner for placement of the signs on private property or in the adjacent street right-of-way.



Open house signs shall not be posted within visibility triangles. No sign shall be located or placed where it obstructs the vision of motor vehicle drivers approaching any street intersection. At all street intersections, clear vision shall be maintained across the lot for a distance of twenty-five (25') feet back from the property corner along both streets. Within this triangle, vision shall be clear at elevations between thirty inches (30") and nine feet (9') above the average curb grade.

3. A builder, developer, or real estate agency must be registered with the City of Colleyville to qualify and participate as a weekend advertiser or for open house signs. An annual permit is required for each builder, developer or real estate agency, which shall expire on December 31 each year. The permit fee shall be established by separate ordinance approved by the City Council.

Note: For purpose of this regulation a real estate agency shall be defined as the real estate broker or owner holding a franchised agency.

4. A weekend builder / real estate open house sign shall not exceed six (6) square feet in area and four (4) in height. No sign shall be placed on trees, utility poles, traffic control signs or within a street median or encroach over a sidewalk.

5. *Maximum number of Weekend Builder Signs*: The maximum number of signs displayed at any one time for a weekend builder shall not exceed twenty (20) signs for any subdivision.

6. *Maximum number of Real Estate Open House Signs*: The maximum number of signs displayed at any one time for a real estate agency shall not exceed twenty (20) signs, provided no more than two (2) signs shall be displayed within the right-of-way for any single residential property. One (1) on-site open house sign shall be located on the premises of the open house for property identification. The sign shall be in accordance with the open house sign maximum effective area specifications. The house shall be open for a public viewing to see the interior without making an appointment for the entire period during which open house signs advertise the property. Real estate open house signs shall be limited to directing traffic to an open house.

public viewing time(s). Open house viewing times shall refer to the availability of the public to view the interior of a home without making an appointment. The information shall be located on the advertising surface of the sign and shall not be attached to the pole of the sign.

7. Weekend builder signs may be exhibited from 12:00 noon on Friday till 12:00 noon on the following Monday. Open house signs may be exhibited only between the hours of 12:00 midnight Friday to 12:00 midnight on the following Sunday. A holiday falling on a Friday or a Monday will be considered as part of the weekend.
- M. Window Signs - Window signs may be placed so as not to obscure more than 25% of any individual window pane. No permit shall be required for window signage, but review from the Community Development Department is recommended prior to placement to ensure compliance.
- N. Temporary Construction Entrance Signs – The administrative official is hereby authorized to approve temporary signs to direct traffic to the entrance of a commercial business when the driveway that provides access to the business or the street immediately abutting the business is under construction.
- O. Allowance for Signs Adjacent to Roadways Under Construction – Businesses adjacent to a major public roadway construction project scheduled for six months or more duration shall be eligible for prolonged temporary signage when roadway construction activities are commencing immediately adjacent to the business. The following conditions shall apply:
 - (1) Shall comply with Section 7-190.K Temporary Business Signs.
 - (2) The *Permit Requirements* (Sec. 7-190.K.1.c) shall not apply for the duration of the construction of the roadway.

Section 7-195 Temporary Signs – Permitted Districts

No temporary sign shall be displayed unless said sign is situated in a district authorized by Table 7-4.

Table 7-4 Permitted Districts for Temporary Signs																	
Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts						Special Districts	
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	AG	PUD
Agricultural Signs	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community Special Event Signs	N	See Section 7-205															
Construction Trades Signs (Commercial)	N									P	P	P	P	P	P		(1)
Construction Trades Signs (Residential)	N	P	P	P	P	P	P	P	P							P	(2)
Development Signs	Y	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Garage Sale Signs (3)	N	P	P	P	P	P	P	P	P	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)
Missing Pet Signs	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Home Occupation Signs	N	See Home Occupations in Chapter 3 of the Land Development Code															
Model Home Signs	Y	P	P	P	P	P	P	P								P	(2)
Pole Banners	Y	See Section 7-205.E															
Political Signs	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1)
Real Estate Sign (Commercial)	N									P	P	P	P	P	P		(2, 5)
Real Estate Sign (Residential)	N	P	P	P	P	P	P	P	P							P	(1)
Temporary Business Signs	Y									P	P	P	P	P	P		(1)
Banner Signs	Y	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	P	P	P	P	P	P		(1)
A-Frame Signs	Y									P	P	P	P	P	P		(1)
Stake Signs	Y									P	P	P	P	P	P		(1)
Weekend Builder / RE Signs	Y	See Section 7-190.K															

Notes for Table 7-4:

(1) Permitted where the PUD ordinance allows commercial uses.

(2) Permitted where the PUD ordinance allows residential uses.

(3) Property must contain a residential use.

(4) Where an Institutional use occupies the premises

(5) Real Estate Sign (Commercial) posted on building only

Legend

P = Sign permitted in this district

(#) = Sign permitted in this district per footnote

Section 7-200 Temporary Signs – Area & Setback Requirements

All temporary signs shall be constructed in accordance with the requirements listed in Table 7-5:

Table 7-5 Maximum Area, Height and Setback of Temporary Signs					
Type of Sign	Max. Area	Max. Height	Front Property Line Setback	Side Property Line Setback	Special Conditions
Agricultural Signs	8 s. f.	4 ft.	none	none	one acre lot min.
Community Special Events Signs	See Section 7-205 for regulations				
Construction Trades Signs (Commercial)	64 s. f.	10 ft.	none	none	none
Construction Trades Signs (Residential)	8 s. f.	4 ft.	none	none	none
Development Signs	64 s. f.	10 ft.	none	none	none
Garage Sale Signs (single-family residential)	8 s. f.	4 ft.	none	none	1 per frontage
Garage Sale Signs (neighborhood-wide)	32 s. f.	6 ft.	none	none	2 per subdivision entrance
Model Home Signs	32 s.f.	6 ft.	none	none	24 months
Pole Banners	See Section 7-205.E for regulations				
Political Signs (on private property)	32 s. f.	8 ft.	none	none	none
Real Estate Signs (Commercial)	64 s.f. 16 s. f.	10 ft. 6'	None 15'	None 15'	None Existing building: attached to building or within window only
Real Estate Signs (Residential)	12 s. f.	6 ft.	None	None	none
Temporary Business Signs					
<i>Banner Signs</i>	50 s. f.	6 ft.	none	none	3 permits per calendar year / 30 days between permits / permits valid for 30 days
<i>A-Frame Signs (Located in a yard)</i>	24 s. f.	6 ft.	none	none	
<i>A-Frame Signs (Located on a sidewalk)</i>	8 s. f.	4 ft.	none	none	
<i>Stake Signs</i>	16 s. f.	6 ft.	none	none	
Weekend Builder / Real Estate Open House Sign	See Section 7-190.K for regulations				

Section 7-205 Temporary Community Special Event Signs

The purpose of this regulation is to provide temporary advertising for certain community special events sponsored by public and quasi-public agencies, churches and other religious institutions located within the corporate limits of the City of Colleyville. Signs shall be allowed in accordance with the following:

- A. Qualifying Entities – The following public and semi-public agencies, churches and other religious institutions located within the corporate limits of the City of Colleyville shall be permitted to have community special event signs in accordance with the provisions of this section.
 1. *City of Colleyville*: Signs advertising an event conducted and sponsored by the City of Colleyville may be placed on any private property or in the public right-of-way adjacent to the private property with the approval of the adjacent property owner. Signs placed within the public right-of-way shall be situated not more than five (5) feet from the right-of-way line and shall not block vehicular visibility.

2. *Public and Semi-Public Schools, Colleyville Chamber of Commerce, Churches and Other Religious Institutions, and Non-Profit Civic Organizations:* For the purpose of this section, a non-profit civic organization shall be a not-for-profit community organization that has as its primary objective charitable fundraising, community betterment or youth sports promotion and participation. Signs advertising an event conducted and sponsored by any of the above may be placed on any private property with the approval of the adjacent property owner. Sign dimensions shall be consistent with the provisions of Section "B(1) and (2)" below. Directional signs may be placed no sooner than 24 hours prior to the event and shall be removed no later than 24 hours after the conclusion of the event.

- B. Types and Maximum Area of Signs Allowed – The following types of community special event signs shall be allowed, provided the sign does not exceed the maximum area and height established below.

1. *Flexible Banner Signs:* Banners shall only be allowed on the premises where the event is located. Banners shall be kept in good repair and remain firmly anchored or secured to the face of the building or may be suspended below the apparent lower edge of an overhanging covered walkway, provided the banner is firmly secured to the columns supporting the building. A flexible banner sign may be freestanding. A flexible banner sign shall not exceed fifty (50) square feet nor exceed six (6) feet in height.



2. *Stake Signs:* Signs shall not exceed six (6) square feet in area nor exceed four (4) feet in height.



- C. Time Duration – Signs for City of Colleyville sponsored events may be erected for any length of time. All other signs allowed under this section may be erected 21 days prior to the activity and shall be removed not later than the first business day after the event.

D. Pole Banner Signs

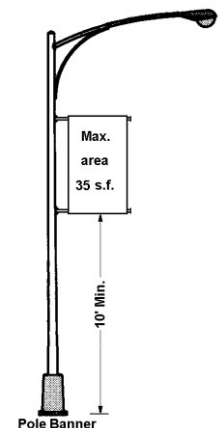
1. *Pole Banners:* The purpose of a pole banner sign is to provide advertising for a community event. Pole banners may be erected on utility and other designated poles within the public right-of-way subject to the following restrictions:
2. *Permit:* A permit is required from the building permit office and may only be issued to a non-profit organization for the purpose of advertising a function or event to which the general public is invited in Colleyville. **Pole banners shall be limited to private property exclusively.** Applications shall be considered on a first-come, first-served basis.

3. *Permit Duration:* No permit shall be approved for a period exceeding twenty-one (21) consecutive days. The pole banners shall be removed on the first business day after the last day of the event.

4. *Commercial Message:* A pole banner may only advertise the name, date, phone number and website of the community event. Any commercial message of a sponsor is limited to twenty-five percent (25%) of the sign area.

5. *Maximum area and height:* Thirty-five (35) square feet in area per pole and thirty-five feet (35') from the ground, provided the banner maintains a minimum of ten feet (10') of clearance between the bottom of the pole banner and the ground.

6. *Location:* Pole banners may be installed only on poles identified by the City that include the appropriate hardware for such installation.



- E. Permit – Other than events sponsored by the City of Colleyville or non-profit, community based organization listed on the City's website, a temporary sign permit shall be obtained prior to the placement of any signs allowed by this section.

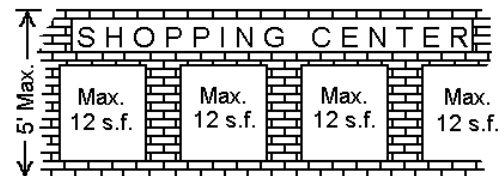
Section 7-210 Special Advertising Provisions

A. Grand Openings – The purpose of the grand opening signage provision is to allow the administrative official to issue a permit to a new business or to a business that has substantially remodeled, as defined herein, for the purpose of obtaining special advertisement signage for a temporary period. The following regulations apply to grand opening signage permits:

1. *Eligibility*: Upon issuance of a certificate of occupancy and within one year thereafter, a business shall be allowed to receive a grand opening sign permit when one of the following conditions applies:
 - a. When a certificate of occupancy has been issued to the new business, or
 - b. When a certificate of occupancy has been issued to an existing business which has substantially remodeled and the cost of the renovation exceeds sixty (60) percent of the current value of the building or lease-space, excluding the value of the land, according to the most recently approved tax roll.
2. *Allowable Signs*: Signs may include a combination of pennants, tethered or inflatable balloons, and one (1) temporary business sign. Non-traditional balloons/inflatables shall not be allowed. The height and area of such signs shall be limited to the applicable regulations for the sign classification. A temporary business sign may be placed off-premises with the permission of the property owner during the period of the grand opening sign permit. The permit holder shall be the responsible party for compliance with the grand opening sign permit regulations.
3. *Permit*: A permit shall be required for a business to utilize the grand opening signage provisions. No permit fee shall be required for a grand opening sign permit. The use of a grand opening sign permit shall have no effect on the number of subsequent temporary sign permits that may be authorized for a business occupancy.
4. *Duration*: A grand opening sign permit shall be valid for a period not to exceed thirty (30) consecutive calendar days

B. Major Shopping Center Overlay Zone – The purpose of a major shopping center overlay zone is to reduce the overall number of signs situated along a public street by providing shared advertising privileges within a major development and by providing off-premises advertising alternatives for businesses located on lots which do not have frontage along a major public transportation thoroughfare. Developments which satisfy the criteria contained in this Section shall qualify for the sign provisions contained in this Section.

1. *General Qualification Criteria*: A commercial development which has a single or multi-occupancy building containing a minimum of one hundred thousand (100,000) square feet of floor area and situated on a single platted lot or on two or more contiguous platted lots shall qualify as a major shopping center. In addition to those lots which satisfy the general qualification criteria described in this paragraph, any adjacent or non-adjacent lots platted within the development that are platted under the same subdivision name shall also be eligible for the sign provisions contained in this Section.
2. *Shared and Off-Premises Signage Privileges*: A lot located within the limits of a major shopping center overlay zone may contain a sign that advertises a single or multi-tenant business occupancy located on another lot within the same major shopping center overlay zone, provided that the sign structure complies with the regulations applicable to the classification of sign constructed.
3. *Major Shopping Center Entry-Wall Signs and Plaques*: The purpose of a major shopping center entry-wall sign and plaque is to identify a major shopping center and the name of a business, profession, service, product or activity conducted, sold or offered within the major shopping center. Two sign structures shall be allowed per vehicular entrance and may be illuminated. The maximum height of the entry-wall structure shall not exceed five (5) feet. The maximum



Major Shopping Center
Entry-Wall Sign and Plaque

area of a sign plaque shall not exceed twelve (12) square feet. There shall be a minimum of three (3) feet spacing between sign plaques.

4. *Permit:* A permit shall be required for a Major Shopping Center Entry Wall Sign upon the review and approval of the City Council.
5. *Permit:* A permit shall be required for a major shopping center entry-wall sign.

Section 7-215 Prohibited Signs

The signs described in this Section shall be prohibited within the corporate limits of the City of Colleyville.

- A. Off-Premises Signs – Off premises signs, including billboards, are prohibited in the City of Colleyville, except where specifically allowed by these regulations.
- B. Obscene Signs – It shall be unlawful for any person to display upon any sign any obscene, indecent or immoral matter.
- C. Portable Signs – No person shall erect or allow to be displayed on the premises owned or controlled by him a portable sign. Portable signs shall include windsail style signs, flags, pennants, etc., with or without lettering. No person shall attach any sign to a trailer, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or to constitute the sign itself. A temporary business sign allowed by the regulations in this chapter may be constructed on skids where there is no opportunity for the sign supports to be installed in the ground.
- D. Roof Sign – Signs mounted on roofs or above a parapet are not permitted.
- E. Painting, Marking, Attaching, Materials to Streets, Sidewalks, etc. – No person shall attach any sign, whether consisting of paper, plastic, or paint, or stencil or write any name, number (except house numbers), or otherwise mark on any sidewalk, curb, gutter, street, whether public or private, utility pole, public building, fence or structure except as allowed by the sign code.
- F. Attaching Signs to Fences or Utility Poles – No person shall attach a sign to a fence or a utility pole, except a small sign identifying the name of the fence company not discernable from the street.
- G. Animated and Flashing Signs – No person shall erect or allow to be displayed upon premises owned or controlled any animated, moving or flashing sign.
- H. Balloons and Inflatable Advertising – No person shall erect or allow to be displayed as a sign, any balloon, flag, pennant or other floating or inflatable advertising device anchored to the ground or to any other structure, except as allowed by a grand opening sign permit.
- I. Non-Combustible Material – Any sign with either direct or indirect illumination which is attached to the sign shall be constructed of non-combustible materials. Such signs shall be supported by non-combustible supports.
- J. Simulation of Traffic Control Signs – No sign shall obstruct the free and clear vision at any location, where as a result of the position, size, movement, shape, color, fashion, manner or intensity of illumination or any other characteristics, such sign may interfere with vehicular or pedestrian traffic. Nor shall any person erect or allow to be displayed upon premises owned or controlled by him any sign in such a manner as to interfere with, obstruct the view of or be confused with, any authorized traffic sign, signal, or device, including, without limitation, signs making use of the words "stop," "go," "look," "slow," "danger," or any other similar word, phrase, symbol or character, or employ any red, yellow, orange, green or other colored lamp or light in such a manner as to cause confusion or otherwise interfere with vehicular or pedestrian traffic.
- K. Non-Defined Signs – No person shall erect or allow to be displayed upon premises owned or controlled by him any sign that is not specifically allowed by this Chapter.

Section 7-220 Sign Maintenance

No person shall allow a sign located on a premises owned by him, or which he has control of, to display or contain any of the following defects or conditions:

- A. where the elements of the surface or background can be seen as viewed from the intended viewing distance to have portions of the finished material flaked, broken off, missing or otherwise not in harmony or consistency with the rest of the surface; or
- B. where the structural supports or frame members are visibly bent, broken, dented, deteriorated or torn; or
- C. where a panel is visibly cracked or in the case of wood and other similar products, splintered in such a way as to constitute unsightly or harmful conditions-, or
- D. the sign, or its elements are twisted leaning or at angles other than those at which it was originally erected; or
- E. where the message or wording can no longer be clearly read by a person with normal eyesight under normal viewing conditions; or
- F. where the sign or its elements are not in compliance with the requirements of any building, electrical, sign or other type of code construction standards adopted by the City of Colleyville.

Section 7-225 Enforcement

- A. Authority - The administrative official is hereby authorized and directed to enforce all the provisions of this Chapter.
- B. Right of Entry - Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, the administrative official or his authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the administrative official by this Chapter, provided that if such building or premises is occupied, he shall first present proper credentials and request entry; and if such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the administrative official or his authorized representative shall have recourse to every remedy provided by law to secure entry.
- C. Removal of Certain Signs Upon Notice – When a sign is constructed or erected in violation of these regulations, the property owner and/or tenant shall be given notice to remove said sign or alter said sign so as to comply with the regulations contained in this Chapter. Notice shall require compliance with these regulations within not more than ten (10) days from the date notice is served. Notice may be hand delivered or deposited in the United States mail, addressed to the property owner at the address shown on the most current tax roll of the City, or the tenant as shown on the utility billing records of the City. If the owner cannot be found, or if the notice is refused, or if the notice is returned by the United States Postal Service, then the owner may be notified by posting notice on or near the front door of each building on the premises where the violation exists at least ten (10) days prior to further action or by posting notice on a placard attached to a stake driven into the ground on the premises where the violation exists at least ten (10) days prior to further action.

EXCEPTION: Illegal Temporary Signs – The administrative official is hereby authorized to remove without notice any illegal temporary signs placed on public property or within a right-of-away. Such signs shall be impounded and may be destroyed by the City.

- D. Dilapidated or Deteriorated Signs – Upon determination by the administrative official that a sign is in a dilapidated or deteriorated condition or declared unsafe, dangerous or poses a threat to the safety of the general public, the administrative official shall give notice of said determination to the owner of the property on which the sign is erected. Said notice shall specify a time period of not more than ten (10)

days in which said dilapidated or deteriorated condition must be corrected.

1. Failure by the owner of the property to correct the dilapidated or deteriorated sign or remove the same within the time provided in the notice shall constitute a violation of this Chapter.
 2. When a property owner, agent, or tenant fails to abate a sign declared to be unsafe and dangerous within the time period allowed, the administrative official is hereby authorized to contract for such work to abate the unsafe or dangerous condition and charge the property owner for the costs of such abatement. If the actual charges to the City are not paid within thirty (30) days, the City shall file a lien against the property.
 3. A sign which has been substantially destroyed or dismantled for any purpose other than maintenance operations or for changing letters, symbols or other matters on the sign. The sign shall be deemed to be substantially destroyed or dismantled if the cost of repairing the sign is more than 60% of the cost of erecting a new sign of the same type at the same location.
- E. **Obsolete Signs** – Any sign, which the administrative official determines to be obsolete, shall be removed by the permit holder, owner of the sign, or owner of the site on which the sign is located. For temporary signs, the sign must be removed as noted on the sign permit application or within three days after receiving written notification to do so from the administrative official. For permanent signs, the sign must be removed by the permit holder, owner of the sign, or owner of the site on which the sign is located within 30 days. Upon failure to comply with such notice or to file an appeal of the decision in accordance with this article, the administrative official is authorized to cause the removal of such sign, and any expense incident thereto shall be paid by the permit holder, owner of the sign, or owner of the site on which the sign is located.

Section 7-230 Nonconforming Signs

A sign which does not conform to the regulations prescribed in this Chapter and existed lawfully on the date of adoption of this Chapter, or amendment hereto, shall be declared a nonconforming sign and may exist in its present form. A nonconforming sign may be maintained, but shall not be altered, or moved unless a permit be issued pursuant to the provisions of this Chapter. The right to continue a nonconforming sign shall cease and such shall be removed whenever:

- A. A sign is altered, moved or relocated without a permit pursuant to the provisions of this Chapter.
Exception: A sign face of a nonconforming sign may be replaced, provided no alterations to the sign structure are made.
- B. A sign is destroyed and the cost to repair exceeds 60% of the replacement cost on the date of the damage.
- C. A sign leans such that an angle between the sign and the ground is 75 degrees or less.

Section 7-235 Commercial Wall Murals and Public Art Murals

No commercial wall mural or public art mural shall be executed or displayed unless said mural is in conformance with the classifications and standards contained in this Section.

- A. **Administrative Approval/Sign Board of Appeals Approval Required:** Commercial Wall Murals and Public Art Murals shall be allowed with the approval of an application through the Administrative Official/Sign Board of Appeals.
- B. **Maintenance Agreement Required:** Unless otherwise approved by the Administrative Official/Sign Board of Appeals, it is the responsibility of the applicant to ensure the Public Art Mural is maintained in good condition. A signed maintenance agreement and mural maintenance plan will be required as part of the application for a mural.

1. To extend the lifespan of the mural, maintenance best practices should be followed. These include but are not limited to, preliminary wall preparation or cleaning, priming, and curing; using appropriate paints, enamels, or materials to match the surface; and applying topcoats, sacrificial layers, and graffiti-resistant coatings that do not compromise the artwork.
 2. No alterations to the mural's design, theme, or scope may be made during routine maintenance performed by the applicant and/or artist unless authorized by the Sign Board of Appeals.
- C. City of Colleyville: Public Art Mural projects initiated, commissioned, and/or funded by the City may be placed on city-owned public buildings, structures, or infrastructure and are exempt from the regulations of this section.
- D. Commercial Wall Mural – A graphic or artwork painted or applied to the front façade, entryway, side, or back of a building, where its background differentiates it from the general color or material of the wall or other surface. The artwork is located on private property and is associated with the tenant occupying the corresponding space. All Commercial Wall Murals shall be subject to the following additional regulations:
1. *Design Criteria:*
 - a. Commercial Wall Murals may contain a commercial message such as, but not limited to, logos, branding, or any indication or description in image from the type of commercial activity that occurs in the inside of a building.
 - b. Commercial Wall Murals shall not include any owner identification or commercial text message; however it may contain graphics or images that relate to the products or services offered on the premises where the mural is located.
 - c. The following themes or elements are not permitted: representations of violence or hate; nudity or sexually explicit content; profanity or obscene language; disparagement or denigration of cultures; political themes or agenda-driven content; commercial or advertising messages; use of copyright material without proper authorization; or any content that may pose safety risks or create hazardous conditions. The City reserves the right to reject proposals for murals based on the themes or messages expressed as permitted by applicable First Amendment law.
 - d. Materials utilized in painting a mural shall have proven durability and shall be maintained or removed if not maintained.
- E. Public Art Mural – Any graphic artwork painted or applied on a wall, ceiling, ground surface, or other architectural surface (including but not limited to mosaic tiles, photographic elements, wheat paste murals, and collages of elements) where its background differentiates it from the general color or material of the wall or other surface. These murals are displayed in a City park, public right-of-way, or the interior/exterior of a city facility or privately owned building that has entered a public-private partnership with the City.
1. *Design Criteria:*
 - a. A mural shall not be considered public art if it is any way associated with a commercial entity and/or contains a commercial message such as, but not limited to, logos, branding, or any indication or description in narrative or image from the type of commercial activity that occurs on the inside of the building. Public Art Murals may not advertise any business, brand, or product.
 - b. Proposals will be evaluated based on their contribution to the urban environment, the quality they bring to the public art landscape, and the overall strength of the proposal.
 - c. Public Art Murals should be generally consistent with the surrounding area and designed to promote and enhance the character of Colleyville. In general, themes should be positive and uplifting, foster positive community interaction, and reflect the City of Colleyville's values of integrity, excellence, and public service.

Section 7-240 Amendments to This Chapter

Reserved for listing of amendments to this Chapter.

Ord. Number	Date	Subject
O-02-1321	01/15/2002	Community Special Event Signs
O-02-1353	08/07/2002	Grand Opening Signs
O-03-1428	11/18/2003	Revision of entire chapter
O-04-1456	04/06/2004	Political sign revisions

Colleyville, Texas, Land Development Code

O-08-1657	02/05/2008	Landmark Signs
O-08-1684	07/01/2008	Prohibited Signs
O-08-1685	07/01/2008	Weekend Builder/Real Estate Open House Signs revisions
O-09-1719	06/02/2009	Electronic Sign Regulations revisions
O-10-1742	02/16/2010	Temporary Sign Revisions
O-14-1932	10/06/2014	Political Sign Revisions
O-19-2074	02/05/2019	Several amendments as part of a total LDC review



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 6/17/2025

Type Worksession

Department City Secretary

Title

Discussion of the June 17, 2025, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 6/17/2025

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-25-5049

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF JUNE 17, 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 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
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 3

Agenda Date 6/17/2025

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Recognition and presentation of Lifesaving Award to Seamus Kelly - Mayor Bobby Lindamood, Police Chief Michael Miller, Fire Chief Mark Cantrell, and Baylor Scott and White - Grapevine Hospital

RESOLUTION R-25-5050

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JUNE 17, 2025

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of June 3, 2025
 - b. Approval of the renewal for medical insurance and award of dental insurance to BlueCross BlueShield of Texas, and authorizing the City Manager to execute the agreements
 - c. Approval of a Construction Services Agreement with BCR2, LLC for the Bransford Road Shared Use Path Project, in an amount not to exceed \$846,897.45, a contingency amount not to exceed \$85,000, and a materials testing amount not to exceed \$59,325, and authorizing the City Manager to execute the agreement
 - d. Approval of a Construction Services Agreement with West Texas Rebar Placers, Inc. for the Montclair Drive Sidewalk Improvement Project, in an amount not to exceed \$428,138, a contingency amount not to exceed \$45,000, a material testing amount not to exceed \$34,855, and authorizing the City Manager to execute the agreement
 - e. Approval to purchase a 2026 International truck with attenuator from Southwest International Trucks of Arlington, a BuyBoard approved vendor, in an amount not to exceed \$138,153.09, and authorizing the City Manager to execute the purchase

AND IT IS SO RESOLVED.

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	Bobby Lindamood
City Secretary, TRMC	Mayor



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

TUESDAY, JUNE 3, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, June 3, 2025, at 5:30 p.m.

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

ABSENT: Councilmember Mark Alphonso.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Library Director Jack Pawlowski, Human Resources Director Jesse Perez, Finance Director Cassie Smith, Public Works and Parks and Recreation Director Lisa Escobedo, Capital Projects Program Manager Elijah Dorminy, City Attorney Sarah Ross, and City Secretary Christine Loven.

WS-1 Discussion of the compensation study and insurance renewal

Human Resources Director Jesse Perez presented this item. He reviewed the criteria and purpose of a compensation study, the comparator cities, benchmarking calculations, and the compensation study results. Director Perez then provided options for consideration of implementation of the compensation results. One scenario would fully fund the study at \$744,481 (Police and Fire Employees: \$521,385, 70% of total study; Public Works Employees: \$43,004, 5.8% of total study; Parks and Recreation Employees: \$35,993, 4.8% of total study; Library Employees: \$62,242, 8.4% of total study; General Employees: \$81,857, 11% of total study).

A second scenario which would fund part of the study at a cost of \$554,657 (Police and Fire Employees: \$379,696, 68.5% of partial study; Public Works Employees: \$31,275, 5.6% of partial study; Parks and Recreation Employees: \$30,249, 5.4% of partial study; Library Employees: \$54,918, 9.9% of partial study; General Employees: \$58,519, 10.6% of partial study).

There was discussion of the market, ability to fill positions, and the high service level employees provide. The City Council stated they wish to fully fund the compensation study.

Director Perez then presented the insurance renewal for medical and dental which increased 7.6%, \$251,035 as a final negotiated rate. He explained the request for proposal, the responses, the City's loss ratio, and the provided cost comparisons. Director Perez also presented options for funding the increase which included a 100% by the City, a 100% by the employees, and a 50/50% City/Employee share.

There was discussion regarding the service employees provide to the City, Council concern for implementing the compensation study and putting employees in a negative position if they are required to fund the medical and dental increase. City Council agreed to fund the increase and directed staff to bring the item forward at the next meeting for approval.

WS-2 Discussion of the June 3, 2025, City Council regular agenda items

There was no discussion of this item. Mayor Lindamood adjourned the Worksession at 6:20 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 6:51 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:05 p.m. and called the roll.

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

ABSENT: Councilmember Mark Alphonso.

INVOCATION: Selene McClure, 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

Mayor Lindamood read Resolution R-25-5045 in its entirety.

Assistant City Manager Mark Wood presented this item which provides for NuCiti Capital Partners, LLC, to execute a Letter of Intent (LOI) with the City, for 22 acres within the Northern Gateway. The LOI will provide for the developers to purchase the property for \$9.85 million and work with the City to plan a Resort on the property.

Mayor Lindamood stated when the City purchased the Northern Gateway properties it was to be able to control the zoning and be selective regarding the property development. This proposal is for a five star resort with the trees and natural amenities being preserved.

Mayor Lindamood opened and closed the public hearing without any one speaking.

Mayor Lindamood made a motion to approve Resolution R-25-5045, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

Absent: 1 – Councilmember Mark Alphonso

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

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

Mayor Lindamood presented a proclamation to the Colleyville Garden Club in recognition of National Garden Club Month.

Colleyville Garden Club president Janet Suedmeier was joined by Club members who thanked the City Council and provided a history of the Colleyville Garden Club.

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

Mayor Lindamood read Resolution R-25-5046 in its entirety.

Capital Projects Program Manager Elijah Dorminy presented item 4c and Assistant City Manager Mark Wood presented item 4d. There were no questions.

Mayor Lindamood opened and closed the public hearing without any one speaking.

Mayor Pro Tem Elder made a motion to approve Resolution R-25-5046, seconded by Councilmember Holt Gunderson.

The motion was approved by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

Absent: 1 – Councilmember Mark Alphonso

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

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 and closed the public hearing without any one speaking.

Deputy Mayor Pro Tem Richardson made a motion to approve Ordinance O-25-2330, seconded by Councilmember Raine.

The motion was approved by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

Absent: 1 – Councilmember Mark Alphonso

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

Mayor Lindamood read the caption of Ordinance O-25-2331.

Community Development Director Ben Bryner presented this request for a Special Use Permit (SUP) for an accessory dwelling to allow for an existing 875 square foot accessory building to be converted into an accessory dwelling. The applicant seeks approval to covert the building into a dwelling for his parent.

Mayor Lindamood asked if the dwelling could be rented. Director Bryner stated it could not be and this condition is in the ordinance.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive North, spoke in favor.

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

This was a first reading and no action was taken.

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

Mayor Lindamood read the caption of Ordinance O-25-2332.

Community Development Director Ben Bryner presented this request to allow for a Massage Therapy Use for the business known as Spirit of Lotus Healing Arts. He noted the business offers massage therapy, sound healing, and guided meditation, and 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.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive North, spoke in favor.

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

This was a first reading and no action was taken.

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

Mayor Lindamood read the caption of Ordinance O-25-2333.

Community Development Director Ben Bryner presented this request 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, providing for the tract to be platted into two lots.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive North, spoke in opposition.

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

This was a first reading and no action was taken.

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

Mayor Lindamood read Resolution R-25-5047 in its entirety.

Community Development Director Ben Bryner presented this item which would allow the existing lot to be platted into two separate lots, one being R-30 and another being R-40.

There was general discussion of the replat which was approved previously which allowed the two lots to be combined into one.

Darryl Heath, the property owner came forward to explain he is downsizing his property and would appreciate the City Council approval.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive North, spoke in opposition.

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

Councilmember Graves made a motion to approve Resolution R-25-5047, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

Ayes: 6 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

Absent: 1 – Councilmember Mark Alphonso

8. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North, spoke regarding the Colleyville Boulevard medians and suggested stars be added to the towers during the holidays.

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

There was no discussion of this item.

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

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:37 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 17TH DAY OF JUNE 2025.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 6/17/2025

Number Resolution R-25-5050

Type Resolution

Department Human Resources

Title

Approval of the renewal for medical insurance and award of dental insurance to BlueCross BlueShield of Texas (BCBSTX), and authorizing the City Manager to execute the agreements

Explanation

Reading and Public Hearing

In April of each year, the City evaluates employee health insurance for the upcoming fiscal year to ensure it is remaining competitive on plans and premiums. Staff instructed the City's benefits broker, HUB International, to seek competitive proposals using the City's current plan designs. Only medical and dental insurance were bid as the other benefits were in a rate guarantee.

During the June 5, 2025 City Council Worksession, staff presented and discussed with City Council the employee health insurance bid results and provided the recommendations for Fiscal Year 2026 (FY26).

Medical Insurance:

The City's insurance broker named BCBSTX the finalist and entered into the negotiation for best and final offer. The best and final from BCBSTX was a net increase of +7.6% (originally 18%) to current insurance premiums. This included a discount for packaging the dental insurance which was in the final rate. In addition, a one-time credit of \$36,600 to offset the cost of the increase would be applied as well as a \$15,000 wellness credit. The recommendation was to remain with BCBSTX for another year.

Dental Insurance: For dental insurance, BCBSTX presented the City with a 2.6% decrease. By packaging both the medical and dental insurance with BCBSTX the City was able to achieve a lower rate on the medical.

For the upcoming year, the recommendation is to renew medical and dental insurance with BCBSTX.

Cost Impact for Benefits:

Plan	Cost Diff	Recommendations
Medical	+\$287,635	Renew with BCBSTX with the same plan designs with a +7.6% net increase which includes the discount to package both medical and dental.
Dental	(\$5,034)	Renew with BCBSTX with same plan design with a 2.6% decrease to premiums for next year.
Premium Credit	(\$36,600)	One-time premium credit on medical insurance
Wellness Credit	(\$15,000)	Credit for wellness programming and communication with BCBSTX renewal
Cost Change FY2026	+\$231,001	Cost increase to the City

Financial Impact

Impact to FY26 budget is an increase of \$231,001.

Recommendation

Approve

Attachments

1. Insurance Renewal Presentation



FY2026 Insurance Benefits Renewal



4b. Approval for renewal of medical and dental



- Request for Proposal (RFP) released in April
 - Only medical and dental up for renewal
 - Competitive bids requested using current insurance plan designs

- Bid Results presented at June 5 Council Work Session
 - Finalist named was BCBSTX (incumbent); no other competitive bids received
 - BCBSTX renewal was net +7.6% increase (original 18%); included rate discount for packaging dental; a one-time premium credit of \$36,600; \$15,000 Wellness credit
 - Decrease in dental premium of 2.6%

- Renewal with BCBSTX recommended

4b. Approval for renewal of medical and dental



Total Cost Change to City FY2026

Plan	Cost Diff	Recommendations
Medical	+\$287,635	Renew with BCBSTX with the same plan designs with a +7.6% net increase which includes the discount to package both medical and dental
Dental	(\$5,034)	Renew with BCBSTX with the same plan design with 2.6% decrease to premiums for next year
Premium Credit	(\$36,600)	One-time premium credit on medical insurance
Wellness Credit	(\$15,000)	Credit for wellness programing and communication with BCBSTX renewal
Cost Change FY2026	+231,001	Cost increase to the City



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 6/17/2025

Number Resolution R-25-5050

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with BCR2, LLC for the Bransford Road Shared Use Path Project, in an amount not to exceed \$846,897.45 a contingency amount not to exceed \$85,000, and a materials testing amount not to exceed \$59,325, and authorizing the City Manager to execute the agreement

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 \$1,100,000 for the Bransford Road Shared Use Path Project.

This Project consists of storm drain improvements and construction of approximately 18,000 SF of a shared use path along the western edge of Bransford Road. The limits of the project are from City Park to Shelton Drive. The shared use path will connect Colleyville City Park to the Cotton Belt Trail just north of Shelton Drive.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on April 6, 13, 20, 27, and May 4, 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 105 plan holders, of which 51 were general contractors, 20 sub-contractors, 13 suppliers, 8 other, 6 manufacturers, 4 plan rooms, 2 engineers, and 1 owner.

The City received ten sealed bids, which were opened and publicly read aloud on May 13, 2025.

Financial Impact

The funding source for this project is the Capital Projects fund.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Engineers Recommendation of Award
2. Construction Services Agreement
3. Geotechnical Quote
4. Form 1295



J. S. Ground Engineering, LLC

May 22, 2025

Mr. Elijah Dorminy
CIP Manager
City of Colleyville
100 Main Street,
Colleyville, TX 76034

RE: Bransford Road Shared Use Path; Letter of Recommendation for Contract Award to BCR2, LLC

Dear Mr. Dorminy:

J. S. Ground Engineering (JSGE) has received the bid summary provided by the City through CIVCAST for the Bransford Rd. Shared Use Path which was bid on May 13, 2025. This letter provides our recommendation for a contract award to BCR2, LLC of Fairview, TX in the amount of \$846,897.45. Ten (10) bids were received.

JSGE reviewed the documents provided through CIVCAST; specifically, the following:

1. Summation of the unit price bid with extended amount compared to the total amount bid for the 5 lowest bids. The lowest bidder is BCR2, LLC with a total bid amount of \$846,897.45.
2. Bidder entity was reviewed. A preliminary search revealed that BCR2, LLC filed as a Domestic Limited Liability Company (LLC) in the State of Texas on Tuesday, January 9, 2024, according to public records filed with Texas Secretary of State.
3. Bidder references were verified by phone call. The phone call notes are attached as Exhibit 1. All feedback received was positive reflecting BCR2, LLC.
4. Resumes for key personnel were provided in the bid proposal. Key BCR2, LLC personnel to include Chuck Tower and Telesforo Rodriguez were specifically named by references.
5. Project references and bidder references were the same. Projects provided were of comparable size based on the dollar amount.
6. The certificate of insurance was reviewed for policy period. JSGE was not able to verify if the limits of insurance meet the city's minimum requirements. This should be verified by the city. The certificate does reflect workers compensation, automobile liability, and commercial general liability.
7. The bid bond was provided in the amount of 5% of the total amount bid. (Bid Bond Amt. \$42,344.87).
8. Conflict of Interest Questionnaire FORM CIQ reflects no known conflicts.
9. Additional Review: JSGE received a list of references on proposed subcontractors Kellum Construction and DFW Underground from Justin Mitchell (BCR2, LLC Dir. of Operations, Municipal). These references were verified by phone call. The call notes are attached as Exhibit 1. All feedback received was positive, reflecting both subcontractors.

Mr. Elijah Dorminy

May 22, 2025

Page 2 of 2

BCR2, LLC is a company in their second year. Their key personnel are experienced. The President and Director of Operations each have 20+ years of experience, and their superintendent has 10+ years. Similarities are drawn between the Bransford Rd. Shared Path project and projects provided as references for BCR2, LLC and their key subcontractors. These include sidewalk construction and wet utility construction. Several references commented very favorably on BCR2, LLC communications. This should be favorable to keep the city best informed to provide pertinent information to the citizens along the construction path.

Based on the information provided through the CIVCAST link and obtained by JSGE phone calling references, JSGE recommends the city award the Bransford Rd. Shared Use Path contract to BCR2, LLC in the amount of \$846,897.45.

Respectfully,

J. S. Ground Engineering, LLC

A handwritten signature in blue ink, appearing to read "Jeffrey S. Ground", with a stylized flourish extending to the right.

Jeffrey S. Ground, PE, LEED AP

Attachment: Exhibit 1 Engineer's Reference Check Notes

CONSTRUCTION SERVICES AGREEMENT
BRANSFORD ROAD SHARED USE PATH
(Bid #ENG-2025-003)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **BCR2, LLC**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Bransford Road Shared Use Path (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 #ENG-2025-003;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

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

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHT HUNDRED AND FOURTY-SIX THOUSAND, EIGHT HUNDRED AND NINETY-SEVEN DOLLARS AND FOURTY-FIVE CENTS (\$846,897.45) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement

for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

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

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

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

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is one hundred sixty (160) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred sixty (160) calendar days following the date of City's written notice to proceed to Contractor.

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

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

otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

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

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

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

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

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

Section 14. Miscellaneous

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

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

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

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

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: BCR2, LLC By: _____ Dave Osburn President Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> BCR2, LLC Attn: Dave Osburn, President 195 Murray Farm Rd STE 225 Fairview, Texas 75069 E: dave@bcr2.com

GovDox Colleyville Contract ID:
CSA_ED_June 17, 2025_Rev20230112



CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

April 30, 2025
Proposal No.: P25-0432C

Mr. Earl A. Escobar, P.E.
Project Engineer
City of Colleyville
10 Main Street
Colleyville, TX 76034

**Subject: Construction Materials Testing Services
Bransford Road Shared Use Path
Colleyville, Texas**

Dear Mr. Escobar:

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, specifications, and geotechnical report, we understand that the project will consist of the following:

- ◆ Paving and Earthwork:
 - ◆ Concrete Shared Use Path, Concrete Drive Approach, and Concrete Street
 - ◆ RCP, RCB, and Inlets

SCOPE OF SERVICES

The following scope of services is based on our review of project documents dated April 2, 2025, 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 construction materials services below.



Dallas • Fort Worth • Frisco • Houston • Huntsville • Longview
3020 Wichita Court • Fort Worth, Texas 76140
Tel: 817-595-4565 • Fax: 817-595-1033 • www.aggenr.com



Inspections and Testing for Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/ 10,000 square feet for paving areas, 1/2,500 square feet for building areas, 1/ 2,500 square feet for select fill, 1/75 linear feet for utilities, 1/100 linear feet for beam and footing areas, with a minimum of 2 tests per lift per area

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



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 \$59,325.00**. 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. The 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.

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

A blue ink signature of Logan Tucker, consisting of a stylized 'L' followed by a horizontal line and a diagonal stroke.

Logan Tucker, P.E.
Project Manager

A black ink signature of Josh Davis, featuring a series of loops and a horizontal line.

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

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



Cost Estimate
Construction Materials Engineering & Testing Services for
Bransford Road Shared Use Path

Description	Procedure / Bill Code	Units	Quantity	Unit Price	Total
Earthwork					
Earthwork Inspection and Testing	1400	hour	208	\$ 70.00	\$ 14,560.00
In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	ASTM D6938	each	298	\$ 25.00	\$ 7,450.00
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	5	\$ 205.00	\$ 1,025.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	each	5	\$ 75.00	\$ 375.00
Material in Soils Finer than No. 200 Sieve	ASTM D1140	each	5	\$ 75.00	\$ 375.00
Vehicle Trip Charge	1322	trip	52	\$ 60.00	\$ 3,120.00
Concrete					
Concrete Technician	1000	hour	156	\$ 60.00	\$ 9,360.00
Concrete Technician Overtime	1001	hour	0	\$ 90.00	\$ -
Concrete Cylinder Pick Up	1008	lump sum	39	\$ 225.00	\$ 8,775.00
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	156	\$ 35.00	\$ 5,460.00
Vehicle Trip Charge	1322	trip	39	\$ 60.00	\$ 2,340.00
Reinforcing Steel					
Reinforcing Steel Inspection	1100	hour	8	\$ 70.00	\$ 560.00
Vehicle Trip Charge	1322	trip	2	\$ 60.00	\$ 120.00
Personnel					
Project Manager	1307	hour	53	\$ 105.00	\$ 5,565.00
Vehicle Trip Charge	1322	trip	4	\$ 60.00	\$ 240.00
TOTAL					\$ 59,325.00



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 www.alliancerpts.com

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 ferroskan 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.

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 CONTROLLING 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

BCR2, LLC
Fairview, TX United States

Certificate Number:
2025-1316966

Date Filed:
05/29/2025

Date Acknowledged:

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

City of Colleyville

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

ENG-2025-003
Bransford Road Shared Use Path construction. Install shared concrete path and remove and replace drainage structures.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Colleyville	Colleyville, TX United States	X	

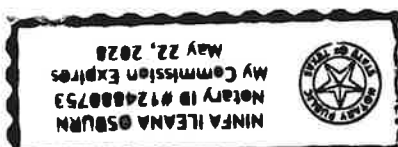
5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David L. Bsburn, and my date of birth is 06.16.1959
My address is 195 Murray Farm Rd Ste 225 Fairview TX 75069 USA
(street) (city) (state) (zip code) (country)

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

Executed in Collin County, State of Texas, on the 29 day of May, 2025.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

BCR2, LLC
Fairview, TX United States

Certificate Number:
2025-1316966

Date Filed:
05/29/2025

Date Acknowledged:
05/29/2025

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

City of Colleyville

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

ENG-2025-003
Bransford Road Shared Use Path construction. Install shared concrete path and remove and replace drainage structures.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Colleyville	Colleyville, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 6/17/2025

Number Resolution R-25-5050

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with West Texas Rebar Placers, Inc. for the Montclair Drive Sidewalk Improvement Project, in an amount not to exceed \$428,138, a contingency amount not to exceed \$45,000, a material testing amount not to exceed \$34,855, and authorizing the City Manager to execute the agreement

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 \$1,200,000 for the Montclair Sidewalk Project.

This Project includes construction of a sidewalk along the eastern side of Montclair Drive, between Hall-Johnson Road and Glade Road. The scope includes drainage structures, grading, and restoration of landscaping.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on March 30, 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 123 plan holders, of which 4 engineers; 76 were general contractors, 5 manufacturers, 7 others, 3 owners, 3 plan rooms, 18 sub-contractors, and 7 suppliers.

The City received 14 sealed bids, which were opened and publicly read aloud on May 6, 2025.

Financial Impact

The funding sources for this project is the Capital Projects and TIF funds.

Recommendation

Approve

Attachments

1. Construction Services Agreement

2. Geotechnical Quote
3. Bid Tabulation
4. Form 1295

CONSTRUCTION SERVICES AGREEMENT
MONTCLAIR DRIVE SIDEWALK IMPROVEMENTS
(Bid #ENG-2025-002)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **West Texas Rebar Placers, Inc.**, 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 Montclair Drive Sidewalk Improvements (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 #ENG-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 FOUR HUNDRED AND TWENTY-EIGHT THOUSAND, ONE HUNDRED AND THIRTY-EIGHT DOLLARS (\$428,138.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is 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 \$1,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

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

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

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

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

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

Section 14. Miscellaneous

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

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

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

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

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: WEST TEXAS REBAR PLACERS, INC. By: _____ Marco A. Hernandez President Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> West Texas Rebar Placers, Inc. Attn: Marco A. Hernandez, President 10209 Plano Rd Dallas, Texas 75238 E: westtexasrebarplacers@yahoo.com

GovDox Colleyville Contract ID:
CSA_ed_June 17, 2025_Rev20230112



CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

April 29, 2025
Proposal No.: P25-0431C

Mr. Earl A. Escobar, P.E.
Project Engineer
City of Colleyville
10 Main Street
Colleyville, TX 76034

**Subject: Construction Materials Testing Services
Montclair Drive Sidewalk Improvements
Colleyville, Texas**

Dear Mr. Escobar:

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, specifications, and geotechnical report, we understand that the project will consist of the following:

- ◆ Paving and Earthwork:
 - ◆ Concrete Sidewalk and Concrete Drive Approach
 - ◆ RCP Culverts & Grate Inlets
 - ◆ HDPE & PVC Lines

SCOPE OF SERVICES

The following scope of services is based on our review of project documents dated March 25, 2025, 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 construction materials services below.



Dallas • Fort Worth • Frisco • Houston • Huntsville • Longview
3020 Wichita Court • Fort Worth, Texas 76140
Tel: 817-595-4565 • Fax: 817-595-1033 • www.aggenr.com



Inspections and Testing for Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/ 10,000 square feet for paving areas, 1/2,500 square feet for building areas, 1/ 2,500 square feet for select fill, 1/75 linear feet for utilities, 1/100 linear feet for beam and footing areas, with a minimum of 2 tests per lift per area

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



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 \$34,855.00**. 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. The 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.

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



Logan Tucker, P.E.
Project Manager



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

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



Cost Estimate
Construction Materials Engineering & Testing Services for
Montclair Drive Sidewalk Improvements

Description	Procedure / Bill Code	Units	Quantity	Unit Price	Total
Earthwork					
Earthwork Inspection and Testing	1400	hour	112	\$ 70.00	\$ 7,840.00
In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	ASTM D6938	each	172	\$ 25.00	\$ 4,300.00
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	5	\$ 205.00	\$ 1,025.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	each	5	\$ 75.00	\$ 375.00
Material in Soils Finer than No. 200 Sieve	ASTM D1140	each	5	\$ 75.00	\$ 375.00
Vehicle Trip Charge	1322	trip	28	\$ 60.00	\$ 1,680.00
Concrete					
Concrete Technician	1000	hour	88	\$ 60.00	\$ 5,280.00
Concrete Technician Overtime	1001	hour	0	\$ 90.00	\$ -
Concrete Cylinder Pick Up	1008	lump sum	22	\$ 225.00	\$ 4,950.00
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	88	\$ 35.00	\$ 3,080.00
Vehicle Trip Charge	1322	trip	22	\$ 60.00	\$ 1,320.00
Reinforcing Steel					
Reinforcing Steel Inspection	1100	hour	16	\$ 70.00	\$ 1,120.00
Vehicle Trip Charge	1322	trip	4	\$ 60.00	\$ 240.00
Personnel					
Project Manager	1307	hour	30	\$ 105.00	\$ 3,150.00
Vehicle Trip Charge	1322	trip	2	\$ 60.00	\$ 120.00
TOTAL					\$ 34,855.00



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 www.alliancerpts.com

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 ferroskan 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.

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 CONTROLLING 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

	Description	Unit	Quantity	West Texas Re Total	Patcon Service Total	JAAY Concrete Total	North Rock Co Total	2L Constructor Total	Capko Concrete Total	BCR2, LLC	Total	Greeniverse	Total	JITAOL Engine Total	CI Pavement	Total	Vlex constructiTotal	Talbert Compa Total	S-Co Boring	Total	ICGM GROUP Total										
Base Bid																															
Sidewalk Imprc																															
1	Mobilization,	LS	1.00	\$30,000.00	\$30,000.00	\$46,064.25	\$46,064.25	\$40,000.00	\$40,000.00	\$41,199.68	\$41,199.68	\$70,000.00	\$70,000.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00	\$29,396.00	\$29,396.00	\$38,000.00	\$38,000.00	\$20,642.86	\$20,642.86	\$31,500.00	\$31,500.00	\$68,750.00	\$68,750.00	\$31,000.00	\$31,000.00	\$125,000.00	\$125,000.00
2	Barricades,	LS	1.00	\$3,000.00	\$3,000.00	\$8,573.44	\$8,573.44	\$4,000.00	\$4,000.00	\$69,396.08	\$69,396.08	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$18,000.00	\$18,000.00	\$6,963.00	\$6,963.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$25,200.00	\$25,200.00	\$16,500.00	\$16,500.00	\$4,236.00	\$4,236.00	\$8,000.00	\$8,000.00
3	Project Signs,	EA	2.00	\$1,000.00	\$2,000.00	\$1,309.06	\$2,618.12	\$1,100.00	\$2,200.00	\$1,375.00	\$2,750.00	\$900.00	\$1,800.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$1,996.00	\$3,992.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$1,260.00	\$2,520.00	\$2,750.00	\$5,500.00	\$1,850.00	\$3,700.00	\$1,500.00	\$3,000.00
4	Erosion	LS	1.00	\$8,000.00	\$8,000.00	\$12,205.63	\$12,205.63	\$4,000.00	\$4,000.00	\$9,850.81	\$9,850.81	\$22,000.00	\$22,000.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$4,996.00	\$4,996.00	\$10,000.00	\$10,000.00	\$19,800.00	\$19,800.00	\$18,900.00	\$18,900.00	\$8,250.00	\$8,250.00	\$7,560.00	\$7,560.00	\$5,000.00	\$5,000.00
5	Irrigation	LS	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
6	Install	SY	797.00	\$81.00	\$64,557.00	\$68.22	\$54,371.34	\$112.50	\$89,662.50	\$112.08	\$89,327.76	\$95.00	\$75,715.00	\$120.00	\$95,640.00	\$84.00	\$66,948.00	\$78.96	\$62,931.12	\$80.00	\$63,760.00	\$112.50	\$89,662.50	\$88.00	\$70,136.00	\$93.50	\$74,519.50	\$144.00	\$114,768.00	\$75.00	\$59,775.00
7	Install 5 Foot	SY	461.00	\$126.00	\$58,086.00	\$114.58	\$52,821.38	\$126.00	\$58,086.00	\$115.87	\$53,416.07	\$140.00	\$64,540.00	\$170.00	\$78,370.00	\$94.00	\$43,334.00	\$79.96	\$36,861.56	\$120.00	\$55,320.00	\$292.54	\$134,860.94	\$91.00	\$41,951.00	\$104.50	\$48,174.50	\$281.00	\$129,541.00	\$80.00	\$36,880.00
8	Install 5 Foot	SY	77.00	\$150.00	\$11,550.00	\$227.54	\$17,520.58	\$139.50	\$10,741.50	\$136.25	\$10,491.25	\$165.00	\$12,705.00	\$220.00	\$16,940.00	\$96.00	\$7,392.00	\$83.36	\$6,418.72	\$255.00	\$19,635.00	\$476.14	\$36,662.78	\$91.00	\$7,007.00	\$104.50	\$8,046.50	\$241.00	\$18,557.00	\$90.00	\$6,930.00
9	Install 2-LF	EA	1.00	\$1,400.00	\$1,400.00	\$3,123.31	\$3,123.31	\$1,500.00	\$1,500.00	\$1,237.43	\$1,237.43	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$3,636.00	\$3,636.00	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00	\$2,520.00	\$2,520.00	\$275.00	\$275.00	\$13,373.00	\$13,373.00	\$2,000.00	\$2,000.00
10	Install 3-LF	EA	2.00	\$1,300.00	\$2,600.00	\$3,278.19	\$6,556.38	\$1,800.00	\$3,600.00	\$1,226.45	\$2,452.90	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$1,250.00	\$2,500.00	\$3,969.00	\$7,938.00	\$1,600.00	\$3,200.00	\$1,100.00	\$2,200.00	\$3,780.00	\$7,560.00	\$357.50	\$715.00	\$6,963.00	\$13,926.00	\$3,000.00	\$6,000.00
11	Install 4-LF	EA	3.00	\$1,400.00	\$4,200.00	\$3,681.35	\$11,044.05	\$2,300.00	\$6,900.00	\$826.82	\$2,480.46	\$2,500.00	\$7,500.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$5,636.00	\$16,908.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$5,040.00	\$15,120.00	\$385.00	\$1,155.00	\$4,344.00	\$13,032.00	\$3,500.00	\$10,500.00
12	Install 8-LF	EA	4.00	\$1,800.00	\$7,200.00	\$4,127.23	\$16,508.92	\$3,300.00	\$13,200.00	\$651.59	\$2,606.36	\$4,000.00	\$16,000.00	\$2,200.00	\$8,800.00	\$2,500.00	\$10,000.00	\$6,996.00	\$27,984.00	\$1,250.00	\$5,000.00	\$2,400.00	\$9,600.00	\$6,300.00	\$25,200.00	\$550.00	\$2,200.00	\$5,372.00	\$21,488.00	\$6,000.00	\$24,000.00
13	Install	SY	12.00	\$130.00	\$1,560.00	\$313.09	\$3,757.08	\$126.00	\$1,512.00	\$106.65	\$1,279.80	\$200.00	\$2,400.00	\$300.00	\$3,600.00	\$94.00	\$1,128.00	\$139.69	\$1,676.28	\$500.00	\$6,000.00	\$292.54	\$3,510.48	\$101.00	\$1,212.00	\$126.50	\$1,518.00	\$551.00	\$6,612.00	\$90.00	\$1,080.00
14	Install 6" Thick	SY	26.00	\$126.00	\$3,276.00	\$206.38	\$5,365.88	\$148.50	\$3,861.00	\$297.75	\$7,741.50	\$225.00	\$5,850.00	\$200.00	\$5,200.00	\$86.00	\$2,236.00	\$133.39	\$3,468.14	\$350.00	\$9,100.00	\$117.00	\$3,042.00	\$101.00	\$2,626.00	\$137.50	\$3,575.00	\$295.00	\$7,670.00	\$80.00	\$2,080.00
15	Furnish and	LF	449.00	\$88.00	\$39,512.00	\$80.41	\$36,104.09	\$110.00	\$49,390.00	\$98.35	\$44,159.15	\$110.00	\$49,390.00	\$150.00	\$67,350.00	\$135.00	\$60,615.00	\$369.00	\$165,681.00	\$150.00	\$67,350.00	\$132.00	\$59,268.00	\$158.00	\$70,942.00	\$115.78	\$51,985.22	\$120.00	\$53,880.00	\$150.00	\$67,350.00
16	Furnish and	LF	8.00	\$120.00	\$960.00	\$125.75	\$1,006.00	\$165.00	\$1,320.00	\$197.67	\$1,581.36	\$170.00	\$1,360.00	\$360.00	\$2,880.00	\$155.00	\$1,240.00	\$469.96	\$3,759.68	\$312.00	\$2,496.00	\$189.00	\$1,512.00	\$227.00	\$1,816.00	\$156.20	\$1,249.60	\$328.00	\$2,624.00	\$200.00	\$1,600.00
17	Furnish and	EA	1.00	\$4,000.00	\$4,000.00	\$4,963.38	\$4,963.38	\$3,200.00	\$3,200.00	\$2,107.71	\$2,107.71	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$9,999.00	\$9,999.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$6,300.00	\$6,300.00	\$4,950.00	\$4,950.00	\$2,695.00	\$2,695.00	\$8,000.00	\$8,000.00
18	Furnish and	EA	1.00	\$3,000.00	\$3,000.00	\$12,279.38	\$12,279.38	\$4,000.00	\$4,000.00	\$2,739.55	\$2,739.55	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00	\$13,639.00	\$13,639.00	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$8,820.00	\$8,820.00	\$7,150.00	\$4,530.00	\$4,530.00	\$10,000.00	\$10,000.00	\$10,000.00
19	Furnish and	EA	4.00	\$2,000.00	\$8,000.00	\$2,251.96	\$9,007.84	\$2,600.00	\$10,400.00	\$1,461.99	\$5,847.96	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$4,000.00	\$16,000.00	\$7,369.00	\$29,476.00	\$4,500.00	\$18,000.00	\$3,000.00	\$12,000.00	\$3,780.00	\$15,120.00	\$4,950.00	\$19,800.00	\$1,546.00	\$6,184.00	\$6,000.00	\$24,000.00
20	Furnish and	LF	6.00	\$100.00	\$600.00	\$176.26	\$1,057.56	\$100.00	\$600.00	\$114.18	\$685.08	\$300.00	\$1,800.00	\$200.00	\$1,200.00	\$115.00	\$690.00	\$116.33	\$697.98	\$115.00	\$690.00	\$92.50	\$555.00	\$151.00	\$906.00	\$275.00	\$1,650.00	\$170.00	\$1,020.00	\$100.00	\$600.00
21	Furnish and	LF	18.00	\$80.00	\$1,440.00	\$72.32	\$1,301.76	\$95.00	\$1,710.00	\$77.95	\$1,403.10	\$200.00	\$3,600.00	\$190.00	\$3,420.00	\$105.00	\$1,890.00	\$99.96	\$1,799.28	\$100.00	\$1,800.00	\$25.60	\$460.80	\$126.00	\$2,268.00	\$275.00	\$4,950.00	\$87.00	\$1,566.00	\$80.00	\$1,440.00
22	Furnish and	LF	8.00	\$50.00	\$400.00	\$64.25	\$514.00	\$90.00	\$720.00	\$83.26	\$666.08	\$180.00	\$1,440.00	\$180.00	\$1,440.00	\$79.96	\$639.68	\$79.96	\$639.68	\$100.00	\$800.00	\$32.03	\$256.24	\$101.00	\$808.00	\$275.00	\$2,200.00	\$74.00	\$592.00	\$60.00	\$480.00
23	Furnish and	LF	7.00	\$40.00	\$280.00	\$30.71	\$214.97	\$40.00	\$280.00	\$101.30	\$709.10	\$150.00	\$1,050.00	\$160.00	\$1,120.00	\$75.00	\$525.00	\$103.96	\$727.72	\$100.00	\$7										

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1320272

Date Filed:
06/05/2025

Date Acknowledged:

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

West Texas Rebar Placers, Inc.
Dallas, TX United States

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

City of Colleyville

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

2025-002
Montclair Drive Sidewalk Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bassham, Cary	Keller, TX United States	X	
	Knox, Trey	Fort Worth, TX United States	X	
	Felix, Andrew	Gunter, TX United States	X	
	Kilpatrick, Shannon	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Marco A. Hernandez, and my date of birth is 03/10/1971.

My address is 10209 Plano Road, Suite 101, Dallas, TX, 75238, DALLAS.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 05 day of June, 20 25.
(month) (year)



Marco A. Hernandez
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

West Texas Rebar Placers, Inc.
Dallas, TX United States

Certificate Number:
2025-1320272

Date Filed:
06/05/2025

Date Acknowledged:
06/05/2025

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

City of Colleyville

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

2025-002
Montclair Drive Sidewalk Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bassham, Cary	Keller, TX United States	X	
	Knox, Trey	Fort Worth, TX United States	X	
	Felix, Andrew	Gunter, TX United States	X	
	Kilpatrick, Shannon	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 6/17/2025

Number Resolution R-25-5050

Type Resolution

Department Parks and Recreation

Title

Approval to purchase a 2026 International truck with attenuator from Southwest International Trucks of Arlington, a BuyBoard approved vendor, in an amount not to exceed \$138,153.09, and authorizing the City Manager to execute the purchase

Explanation

Reading and Public Hearing

This item seeks approval to purchase a 2026 International truck with attenuator from Southwest International Trucks of Arlington, a BuyBoard approved vendor. This truck and attenuator is commonly known as a "Crash Truck" and is being requested to provide protection to the City Parks and Recreation Beautification crews when working on medians, especially along Colleyville Boulevard.

Crash trucks are designed to keep roadside workers and passing motorists safe from collisions. A crash truck is equipped with kinetic absorption devices called truck-mounted attenuators, which serve as a crash cushion and reduce the force of vehicle collisions. Attenuators are mounted on the rear of properly weighted host vehicles, and will absorb and reduce the impact of vehicle crashes and collisions, protecting both the incoming vehicle and the host vehicle, ensuring the safety of both the people and machinery involved. The trucks also carry lighted directional signage indicating workers are ahead and there is an upcoming lane change.

With City Council approval, staff will move forward with the purchase, anticipating delivery in approximately six weeks.

Financial Impact

The funding source for the purchase is the TIF.

Recommendation

Approve

Attachments

1. Southwest BuyBoard Proposal
2. MV607 SBA Specifications

Texas Local Government Purchasing Cooperative
The Buy Board

PRICING WORKSHEET				Proposal # 9177-01	
Buying Agency: City of Colleyville			Date Prepared		4/14/2025
Southwest International Trucks			Contract 723-23		
Product Description: 2026 International MV607 4x2					
25,999 GVWR Attenuator truck, TL463678			MV607 4x2 is base chassis		
Contact Person: Dana Underwood			Item: Base Chassis Bid	\$	61,453.22
B: Options		Option cost is MSRP			
License plate holder		29.00	Shorten wheelbase		1,500.00
Wheelbase range of 232"		1,549.00			
10,000 lb. front axle and suspension		1,465.00			
Slack adjusters		96.00			
Cummins air compressor		69.00			
Tilting steering column		125.00			
Sheppard steering gear		120.00			
Body builder wiring		100.00			
Battery disconnect switch		176.00			
AM/FM radio with Bluetooth and speakers		621.00			
Body circuit switches		790.00			
Cummins B6.7 250 HP/660 torque		2,444.00			
Allison 2500 RDS 6 speed transmission		5,439.00			
Synthetic transmission oil		151.00			
21,000 lb. rear axle and suspension		1,161.00			
50 gallon aluminum fuel tank		100.00			
Factory installed air conditioner		923.00			
Air ride driver's seat/ Fixed passenger seat		529.00			
Pedestal power mirrors		349.00			
Cab air suspension		572.00			
Power windows and door locks		\$367.00			
295/75R 22.5 Hankook front and rear tires		\$960.00			
Steel front and rear wheels		\$55.00			
Factory surcharge		\$1,500.00			
Subtotal Column 1:		\$ 19,690.00	Subtotal Column 2:		\$1,500.00
Total Options					\$ 21,190.00
CHASSIS WITH FACTORY OPTIONS					\$ 82,643.22
TOTAL BODY PRICE		See attached body spec sheet			54,359.87
GULF HIGHWAY EQUIPMENT QUOTE # 007222					
Additional Options:					
Buy Board Fee					400.00
Transportation					0.00
DOT Inspection with Fire Extinguisher and Road Flare Kit					750.00
TOTAL BUY BOARD PRICE					\$138,153.09
Tanner Bragg			Please be advised that, due to ongoing uncertainties regarding potential tariffs and regulatory changes, the Original Equipment Manufacturer (OEM) may implement additional surcharges on orders. These surcharges, if applicable, would be passed on to the customer and may result in a higher purchase price for the vehicle. The exact impact of any tariff or regulatory change is uncertain at this time, but any adjustments to pricing will be communicated as soon as the information becomes available.		
Southwest International Trucks-Arlington.					
Arlington, Texas 76010					
Fax# 817-861-7084					
Office# 817-664-2906					
E-mail Address: tanner.bragg@swit-tx.com					
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.					
We will order your truck when we receive notification from the Buy Board of your purchase order.					
Thank you,					
Tanner Bragg					



MV607 SBA

Sales Proposal For:
City of Colleyville, TX.

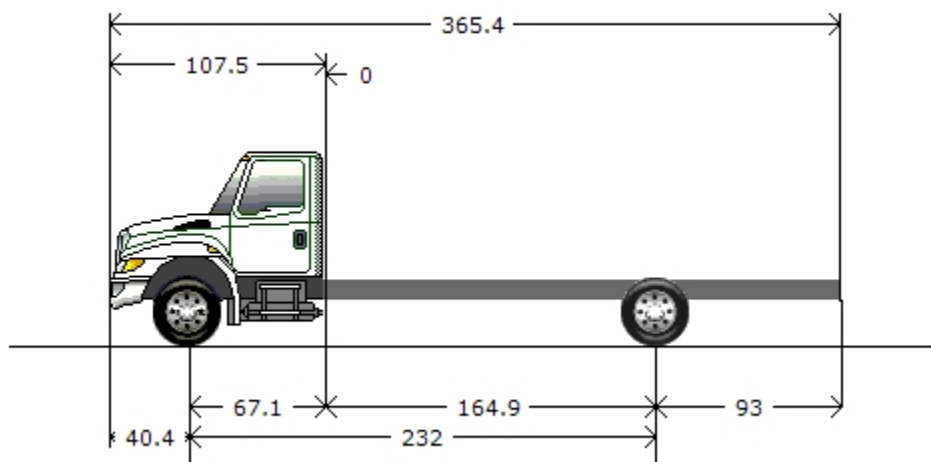
Presented By:
SOUTHWEST INTL TRKS INC

Prepared For:

City of Colleyville, TX.
 Dana Underwood
 1601 Hall Johnson Rd.
 Colleyville, TX 76034-5715
 (817)503 - 1373
 Reference ID: N/A

Presented By:

SOUTHWEST INTL TRKS INC
 Tanner K Bragg
 2401 E PIONEER PKWY
 ARLINGTON TX 76010 -
 (817)461-2931



Model Profile
2026 MV607 SBA (MV607)

AXLE CONFIG:

4X2

APPLICATION:

Dry Van

MISSION:

Requested GVWR: 25999. Calc. GVWR: 25999. Calc. GCWR: 33000
 Calc. Start / Grade Ability: 29.85% / 2.48% @ 55 MPH
 Calc. Geared Speed: 85.3 MPH

DIMENSION:

Wheelbase: 232.00, CA: 164.90, Axle to Frame: 93.00

ENGINE, DIESEL:

{Cummins B6.7 250} EPA 2024, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM
 Governed Speed, 250 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

{Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with
 PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
 Omit Item (Clutch & Control)

CLUTCH:**AXLE, FRONT NON-DRIVING:**

{Hendrickson SteerTek NXT} Fabricated Type, 10,000-lb Capacity

AXLE, REAR, SINGLE:

{Dana Spicer S140} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57

CAB:

Conventional, Day Cab

TIRE, FRONT:

(2) 295/75R22.5 Load Range G AH37 (HANKOOK), 513 rev/mile, 75 MPH, All-Position

TIRE, REAR:

(4) 295/75R22.5 Load Range G AH37 (HANKOOK), 513 rev/mile, 75 MPH, All-Position

SUSPENSION, REAR, SINGLE:

23,500-lb Capacity, Vari-Rate Springs

PAINT:

Cab schematic 100WP

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 232.00 Wheelbase, 164.90 CA, and 93.00 Axle to Frame.	5381/3069	8450
1ANA	AXLE CONFIGURATION 4x2 <u>Notes</u> : Pricing may change if axle configuration is changed.	0/0	0
1CAC	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 489.2" (12425mm) Maximum OAL	70/367	437
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black	0/0	0
1SBM	CROSSMEMBER, REAR, AF Omit	0/0	0
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)	251/-251	0
2AVK	AXLE, FRONT NON-DRIVING {Hendrickson Steertek NXT} Fabricated Type, 10,000-lb Capacity	27/0	27
3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free <u>Notes</u> : In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.	25/0	25
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	16/0	16
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/39	39
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	0/0	0
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	37/1	38

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	41/10	51
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	0/0	0
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/0	0
5708	STEERING COLUMN Tilting	15/1	16
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	26/-4	22
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2	0/0	0
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	0/0	0
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MJP	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1320CCA Total, Top Threaded Stud	0/0	0
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted	2/0	2
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	7/1	8
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8VBE	HORN, ELECTRIC (1) Trumpet Style	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8VUX	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab	0/0	0
8VZR	SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches	1/0	1
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XKL	STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HCW	GRILLE Molded in Black	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
10WGD	SPECIAL RATING, GVWR Limited to 25,999-lb GVWR	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
12EXU	ENGINE, DIESEL {Cummins B6.7 250} EPA 2024, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)	0/0	0
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0
	<u>Includes</u> : FAN Nylon		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12VKB	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	2/0	2
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XCC	RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BBK	TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max	0/0	0
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0
13WVS	TRANSMISSION SHIFT CONTROL T-Handle	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO	0/0	0
14AKB	AXLE, REAR, SINGLE {Dana Spicer S140} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.57	0/153	153
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs	0/32	32
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	24/2	26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u>		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)		
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	0/0	0
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	17/6	23
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	42/0	42
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
7702495809	(2) TIRE, FRONT 295/75R22.5 Load Range G AH37 (HANKOOK), 513 rev/mile, 75 MPH, All-Position	40/0	40
7702495809	(4) TIRE, REAR 295/75R22.5 Load Range G AH37 (HANKOOK), 513 rev/mile, 75 MPH, All-Position	0/80	80

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Services Section:			
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
Total Component Weight:		6101/3502 (lbs)	9603 (lbs)
1	Gulf Highway 12 ft body spec	0/0	0
Total Body Allied:		0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$177,098.11
Memo Item(s):		
Body/Allied Equipment:	\$93,286.70	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 6/17/2025

Type Report

Department Finance

Title

Monthly Financial Report - May 2025

Explanation

Staff will present the monthly financial report for May 2025.

Attachments

1. May 2025 Monthly Financial Report Presentation
2. May 2025 Monthly Budget vs Actual

Monthly Financial Report

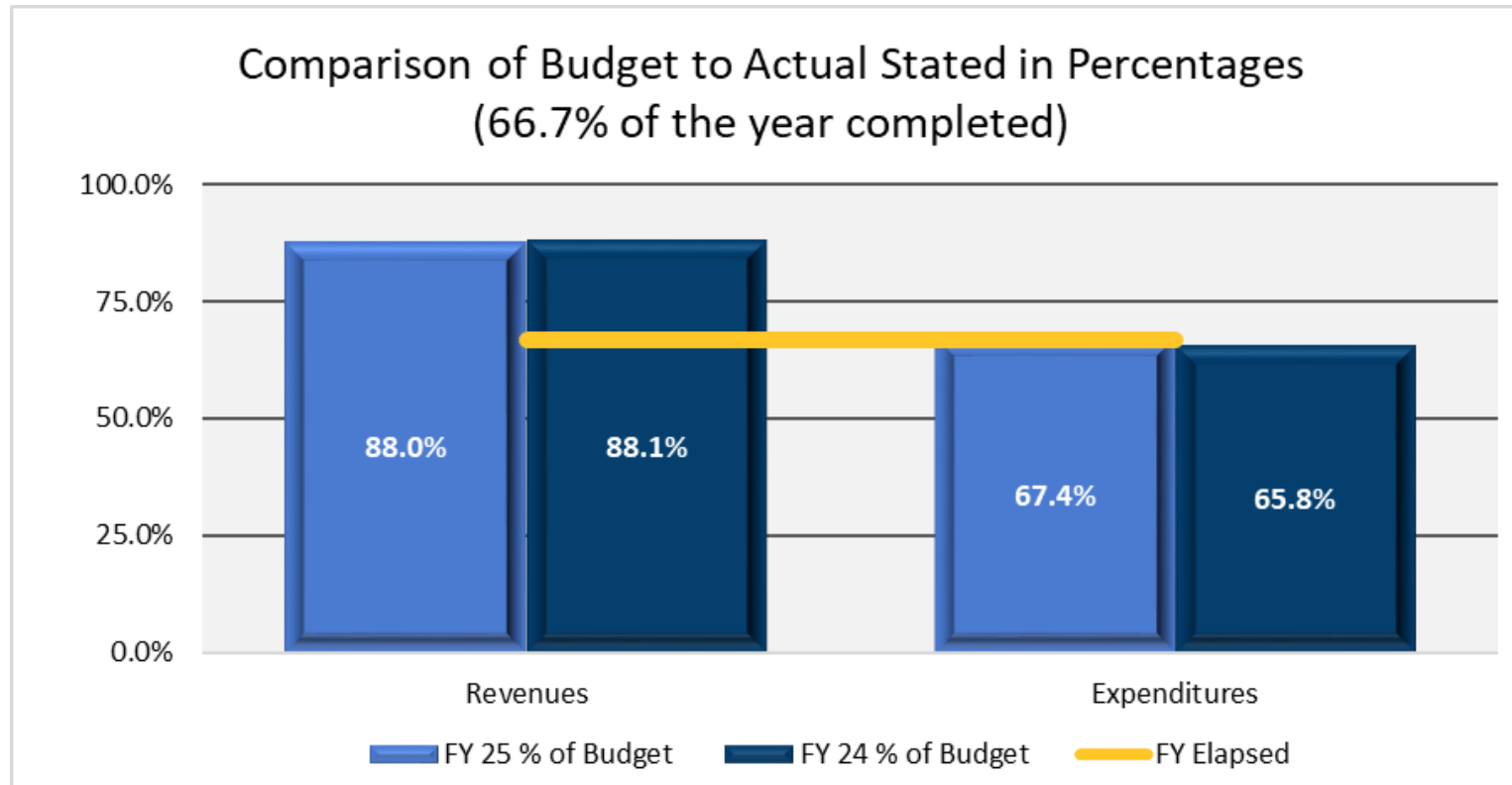
May 2025

City Council Meeting
June 17, 2025

General Fund Performance



	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 29,655,370	\$ 26,104,849	88.0%	\$ 25,155,176	88.1%
Expenditures	28,358,385	19,104,210	67.4%	17,948,382	65.8%
Total	\$ 1,296,985	\$ 7,000,639		\$ 7,206,795	

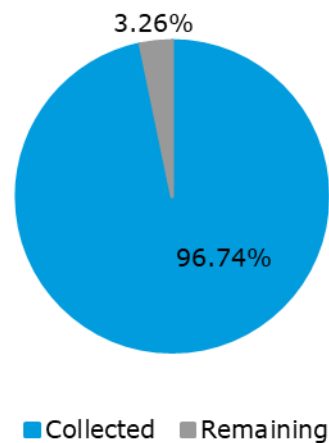


Note:. Property taxes are due in January

Property Tax Collections



Cumulative Collections vs. Budget



FY 25 Rate:

- M&O \$0.260172
- I&S \$0.016032

Total Rate:

\$0.276204/\$100

	FY 25 Budget	FY 25 YTD	% of Budget	FY 24 YTD	FY 24 % of Budget
Current Taxes	\$ 18,008,973	\$ 17,421,458	96.74%	\$ 16,802,710	98.65%

Note: Property taxes are due in January.

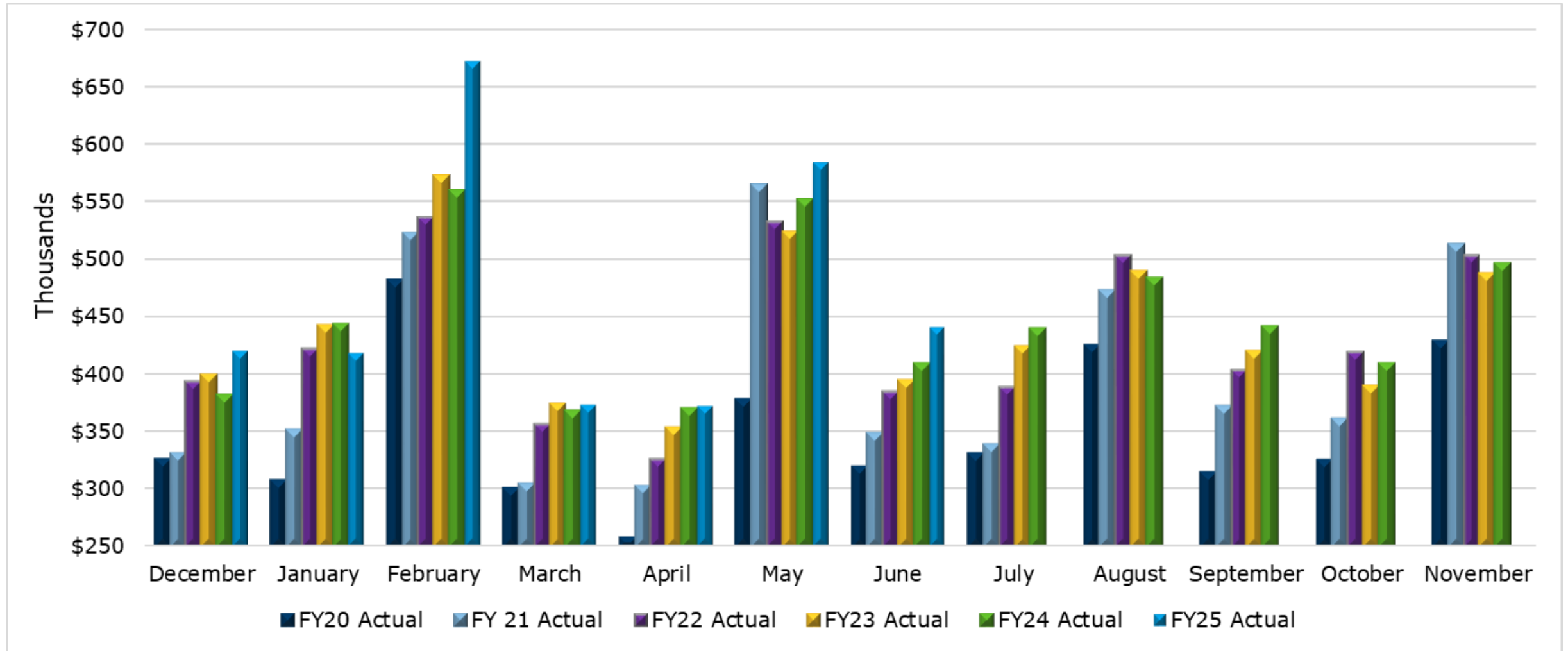
Sales Tax: Current Fiscal Year Collections



Collections Month	Sales Month	FY 24 Actual	FY 25 Actual	Increase/ (Decrease)	% Change
December	October	\$ 382,458	\$ 420,829	\$ 38,371	10.03%
January	November	443,954	418,443	(25,511)	-5.75%
February	December	559,919	672,822	112,903	20.16%
March	January	368,924	373,295	4,371	1.18%
April	February	370,650	372,227	1,577	0.43%
May	March	552,675	585,067	32,392	5.86%
June	April	409,431	440,792	31,361	7.66%
Total		\$ 3,088,011	\$ 3,283,474	\$ 195,463	6.33%

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

Sales Tax: Comparative Collections



Sales Tax: Regional Benchmark



	Net Payment This Period	Comparable Payment PY	% Change	Payment YTD	PY Payment YTD	% Change YTD
North Richland Hills	1,864,597	1,621,484	14.99%	11,090,129	10,399,976	6.64%
Bedford	837,525	1,234,042	-32.13%	7,796,553	8,066,667	-3.35%
Grapevine	5,259,633	4,988,716	5.43%	33,130,867	32,245,892	2.74%
Keller	1,333,604	1,292,592	3.17%	8,490,382	8,202,829	3.51%
Hurst	1,528,058	1,395,552	9.49%	9,774,044	9,424,698	3.71%
Euless	2,243,574	2,224,533	0.86%	13,571,021	12,260,457	10.69%
Southlake	3,449,280	3,300,718	4.50%	21,416,017	20,370,459	5.13%

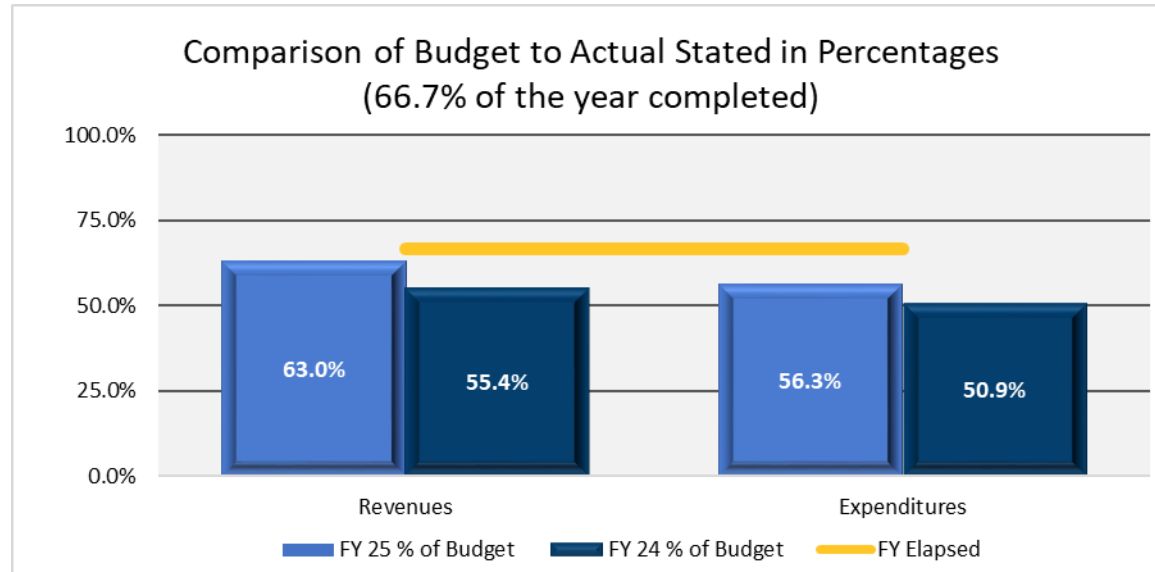
Note: Colleyville Collections above include both City General Fund and CEDC collections



Utilities Fund Performance



	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 24,424,703	\$ 15,379,674	63.0%	\$ 13,342,880	55.4%
Expenditures	23,908,883	13,469,809	56.3%	12,264,443	50.9%
Total	\$ 515,820	\$ 1,909,864		\$ 1,078,437	

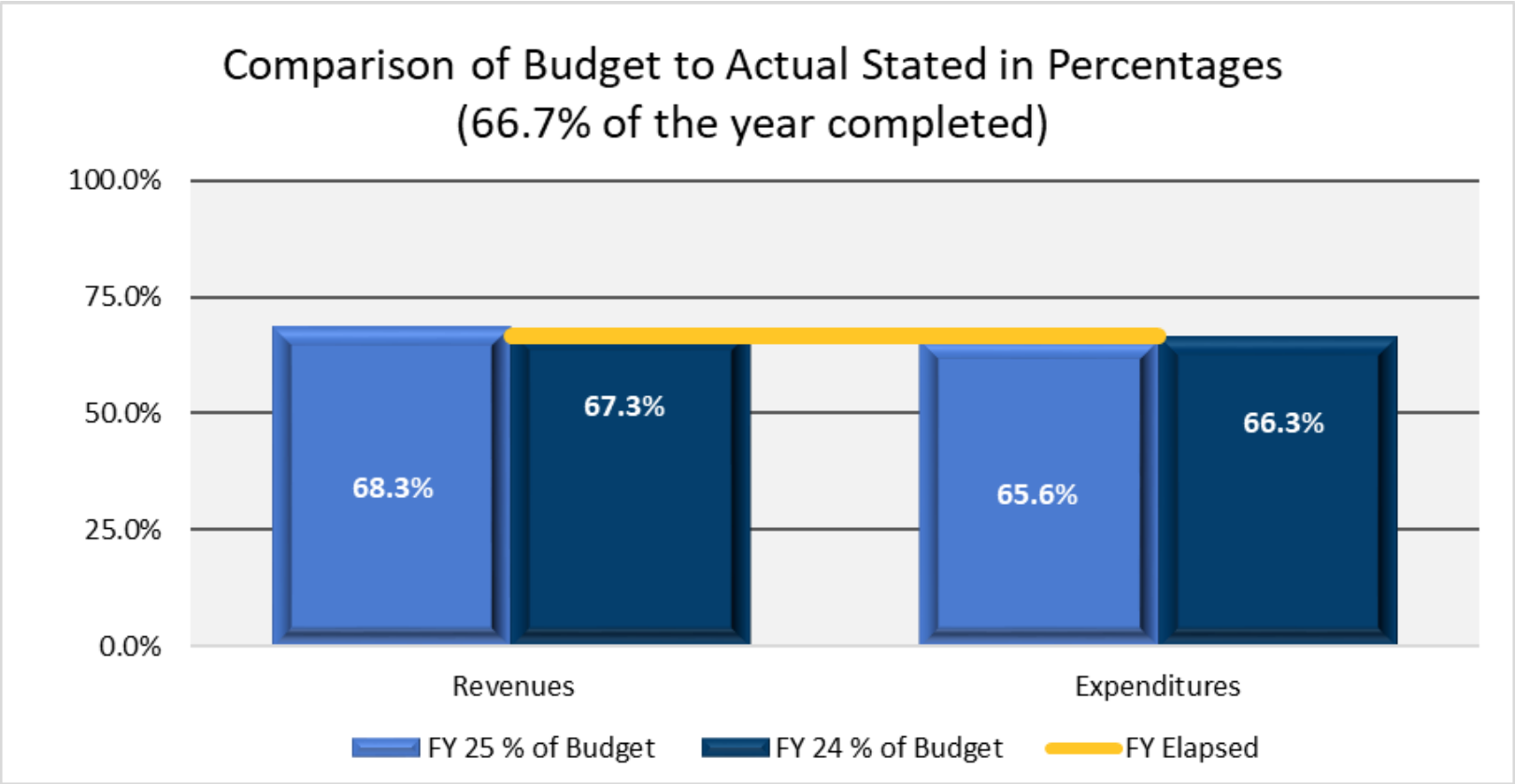


TRA			City		
	FY 25 Budget	FY 25 YTD		FY 25 Budget	FY 25 YTD
Revenues	\$ 19,889,768	\$ 10,647,014	Revenues	\$ 4,534,935	\$ 4,732,660
Expenditures	19,889,768	10,275,657	Expenditure	\$ 4,019,115	3,194,152
Total	\$ -	\$ 371,357		\$ 515,820	\$ 1,538,508

Drainage Fund Performance



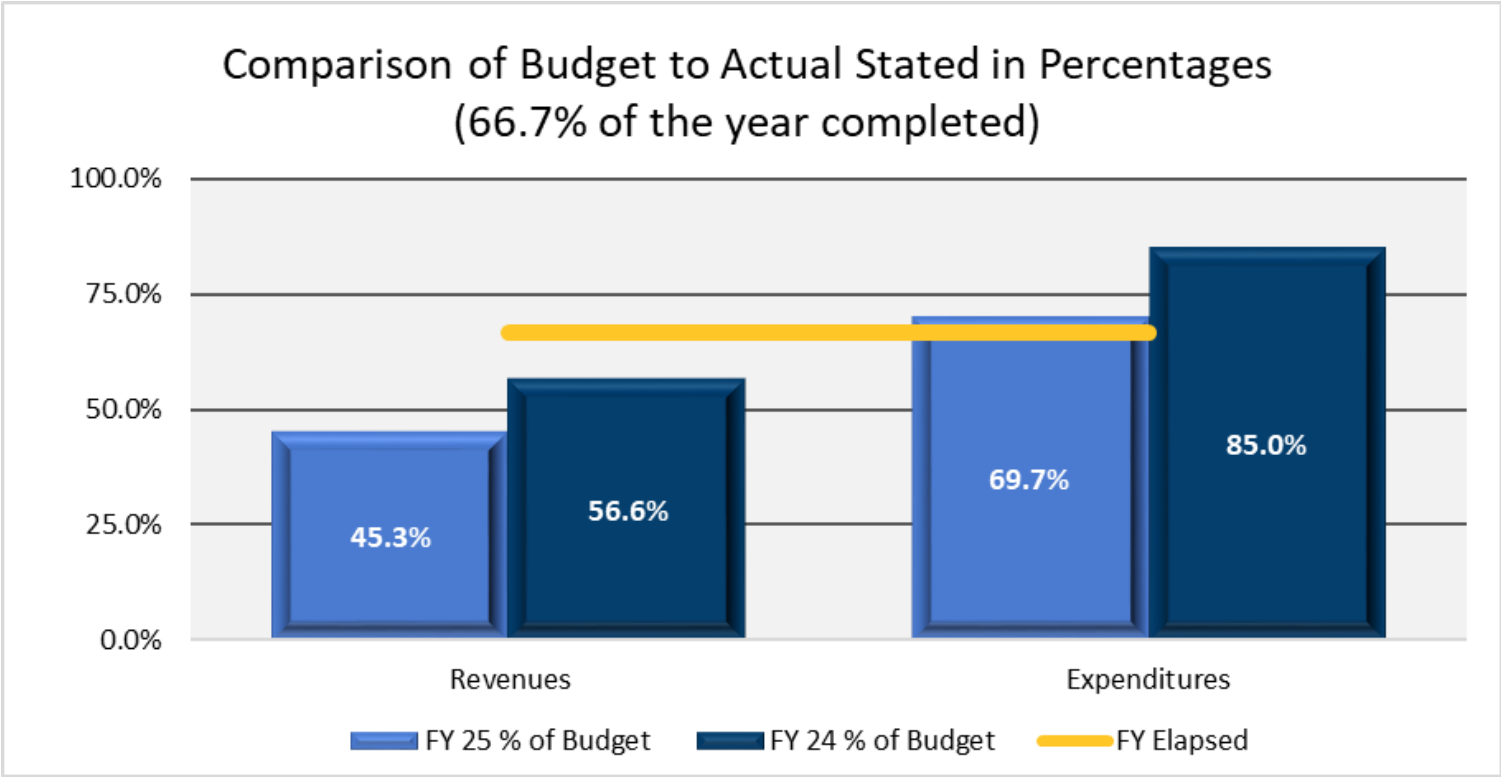
	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 1,758,000	\$ 1,200,051	68.3%	\$ 996,780	67.3%
Expenditures	761,805	499,794	65.6%	489,280	66.3%
Total	\$ 996,195	\$ 700,257		\$ 507,501	



Hotel Tax (HOT) Fund Performance



	FY 25 Budget		FY 25 YTD		FY 25 % of Budget	FY 24 YTD		FY 24 % of Budget
Revenues	\$	230,000	\$	104,224	45.3%	\$	114,275	56.6%
Expenditures		285,827		199,328	69.7%		160,233	85.0%
Total	\$	(55,827)	\$	(95,103)		\$	(45,958)	



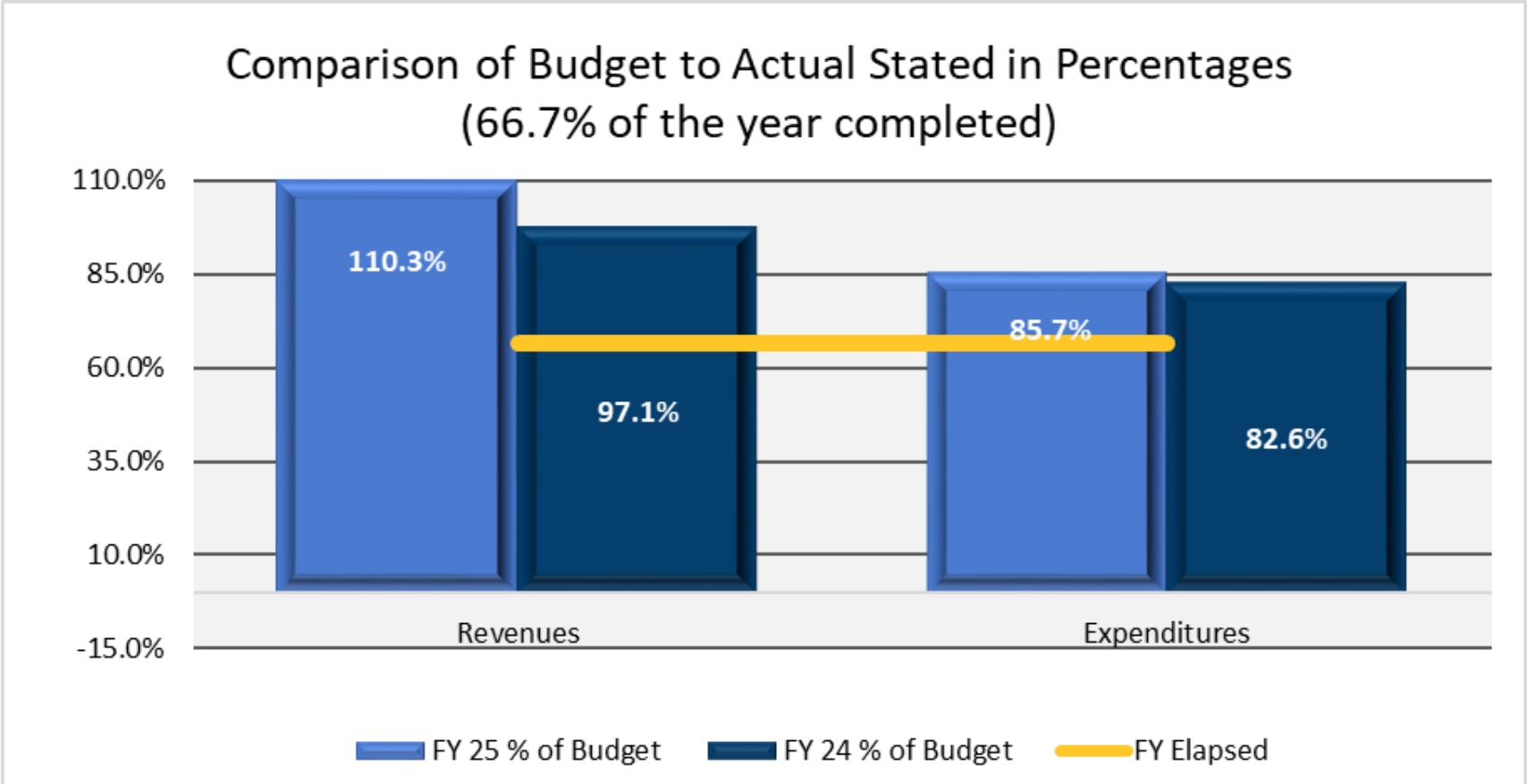
Hotel occupancy tax revenues are due quarterly.



Debt Service Fund Performance



	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 1,477,283	\$ 1,629,298	110.3%	\$ 1,203,556	97.1%
Expenditures	1,540,894	1,320,845	85.7%	1,020,235	82.6%
Total	\$ (63,611)	\$ 308,453		\$ 183,321	



Questions & Discussion



**City of Colleyville
Monthly Budget vs Actual Report
May 31, 2025**

	FY 2025				FY 2024				
	Annual Budget	Actual Thru Mth	Variance Annual	% of Annual Bdg	Annual Actual YTD	Actual Thru Mth	Variance Annual	% of Annual Act	% chg from PY
General Fund									
Current Taxes	18,008,973	17,421,458	587,515	96.7%	17,108,374	16,802,710	305,663	98.2%	3.7%
Delinquent	30,000	5,190	24,810	17.3%	8,013	7,413	600	92.5%	-30.0%
P&I	60,000	50,249	9,751	83.7%	89,261	53,304	35,957	59.7%	-5.7%
Property Tax Total	18,098,973	17,476,897	622,076	96.6%	17,205,647	16,863,427	342,220	98.0%	3.6%
Sales Tax	5,200,000	2,842,682	2,357,318	54.7%	5,359,899	2,678,580	2,681,319	50.0%	6.1%
Oncor Electric	910,000	887,583	22,417	97.5%	915,334	915,334	-	100.0%	-3.0%
Tri-County Electric	185,000	172,925	12,075	93.5%	191,546	191,546	-	100.0%	-9.7%
Atmos Gas	600,000	682,980	(82,980)	113.8%	629,385	629,385	-	100.0%	8.5%
AT&T	15,000	7,352	7,648	49.0%	11,582	8,864	2,718	76.5%	-17.1%
Verizon/Others	12,000	5,702	6,298	47.5%	9,655	7,621	2,034	78.9%	-25.2%
Refuse/Recycling	300,000	195,310	104,690	65.1%	320,936	201,986	118,950	62.9%	-3.3%
Cable TV	200,000	143,329	56,671	71.7%	224,807	171,763	53,045	76.4%	-16.6%
Network Nodes	250	250	-	100.0%	250	250	-	100.0%	0.0%
Franchise Fees	2,222,250	2,095,431	126,819	94.3%	2,303,496	2,126,750	176,746	92.3%	-1.5%
GF Revenues	29,655,370	26,104,849	3,550,521	88.0%	30,324,385	25,155,176	5,169,208	83.0%	3.8%
GF Expenditures	28,358,385	19,104,210	9,254,175	67.4%	26,735,539	17,948,382	8,787,157	67.1%	6.4%
Utilities Fund									
Water - Base Rate	2,373,871	1,594,919	778,952	67.2%	2,277,212	1,407,516	869,696	61.8%	13.3%
Sewer - Base Rate	1,722,064	1,156,499	565,565	67.2%	1,682,758	1,093,357	589,401	65.0%	5.8%
Water - Volumetric Rate	16,027,206	7,647,394	8,379,812	47.7%	13,333,796	6,221,247	7,112,550	46.7%	22.9%
Sewer - Volumetric Rate	3,862,562	2,999,620	862,942	77.7%	3,998,532	2,603,435	1,395,097	65.1%	15.2%
Water & Sewer	23,985,703	13,398,432	10,587,272	55.9%	21,292,298	11,325,554	9,966,744	53.2%	18.3%
Utilities Revenues	24,424,703	15,379,674	9,045,030	63.0%	23,744,620	13,342,880	10,401,740	56.2%	15.3%
Utilities Expenditures	23,908,883	13,469,809	10,439,074	56.3%	20,950,125	12,264,443	8,685,682	58.5%	9.8%
Debt Service Fund									
Current Taxes	911,283	1,073,524	(162,241)	117.8%	652,761	641,099	11,662	98.2%	67.5%
Delinquent	2,000	200	1,800	10.0%	453	369	83	81.6%	-45.8%
P&I	2,000	2,913	(913)	145.7%	3,488	2,087	1,401	59.8%	39.6%
Property Tax Total	915,283	1,076,637	(161,354)	117.6%	656,702	643,556	13,146	98.0%	67.3%
DS Revenues	1,477,283	1,629,298	(152,015)	110.3%	1,216,702	1,203,556	13,146	98.9%	35.4%
DS Expenditures	1,540,894	1,320,845	220,049	85.7%	1,245,535	1,020,235	225,300	81.9%	29.5%
Drainage Fund									
Drainage Fee	1,733,000	1,155,157	577,843	66.7%	1,463,341	963,319	500,022	65.8%	19.9%
Drain Revenues	1,758,000	1,200,051	557,949	68.3%	1,513,213	996,780	516,433	65.9%	20.4%
Drain Expenditures	761,805	499,794	262,011	65.6%	742,737	489,280	253,457	65.9%	2.1%
Hotel Occupancy Tax (HOT) Fund									
HOT Tax	230,000	104,213	125,787	45.3%	219,059	114,275	104,784	52.2%	-8.8%
HOT Revenues	230,000	104,224	125,776	45.3%	219,059	114,275	104,784	52.2%	-8.8%
HOT Expenditures	285,827	199,328	86,499	69.7%	239,527	160,233	79,295	66.9%	24.4%

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



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 6/17/2025

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

Second Reading and Public Hearing

Staff presented the item and answered questions from the City Council. One resident spoke during the public hearing and expressed a concern about future rental of the accessory dwelling.

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.

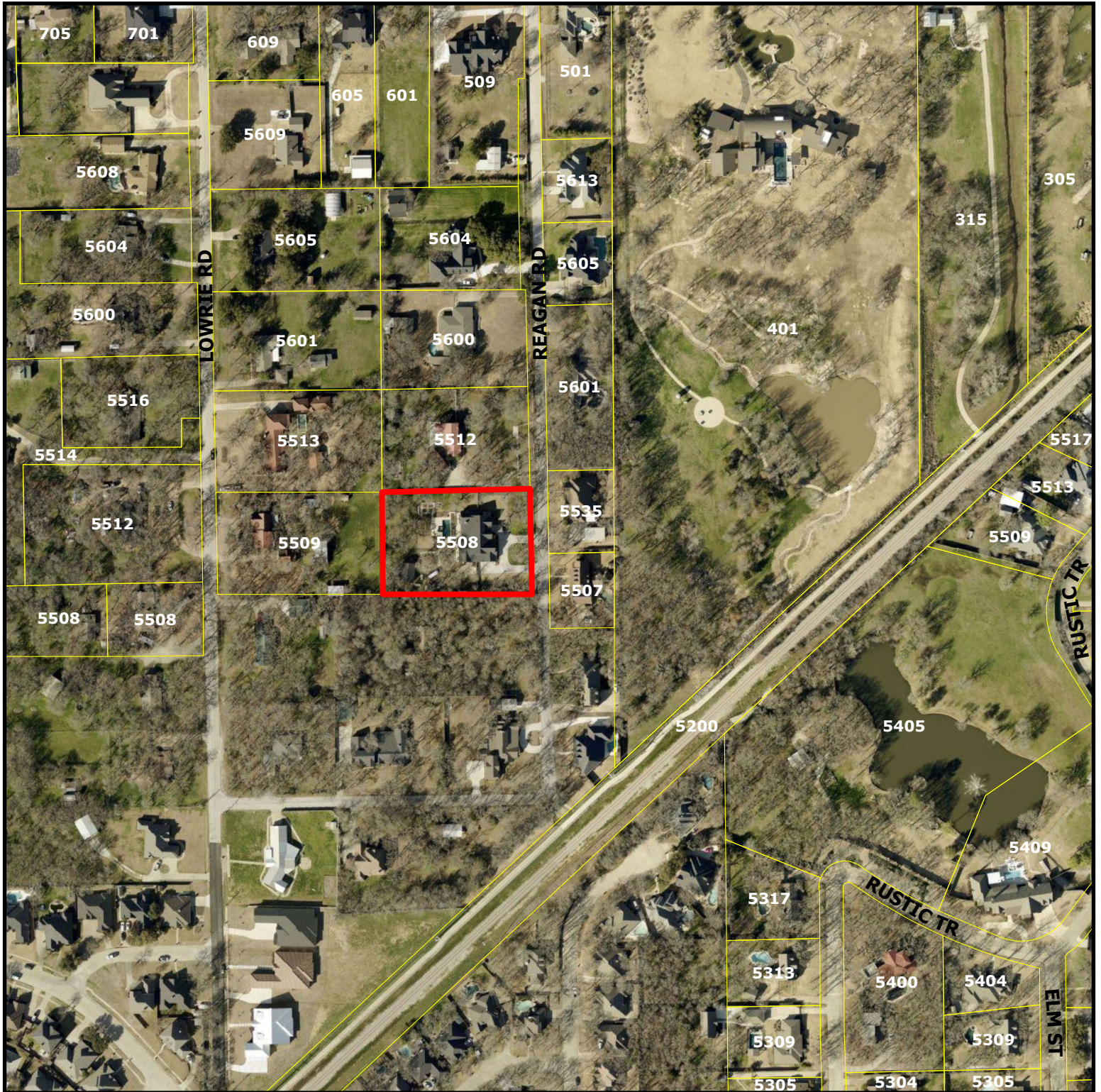
Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their May 12, 2025 meeting by a vote of 7-0.

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

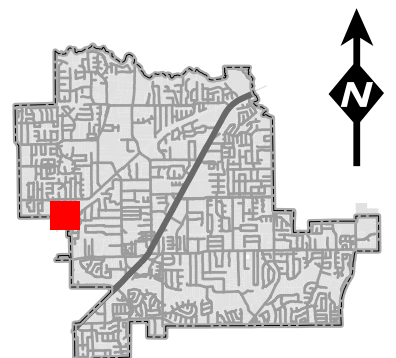


ZC25-007

5508 Reagan Road

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

 Subject Property



Zoning Map

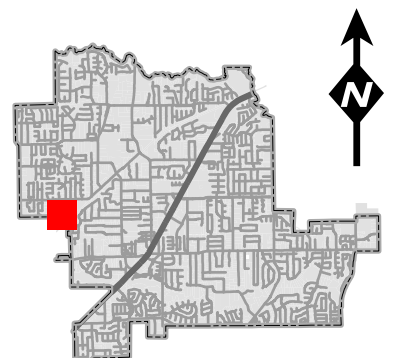


ZC25-007

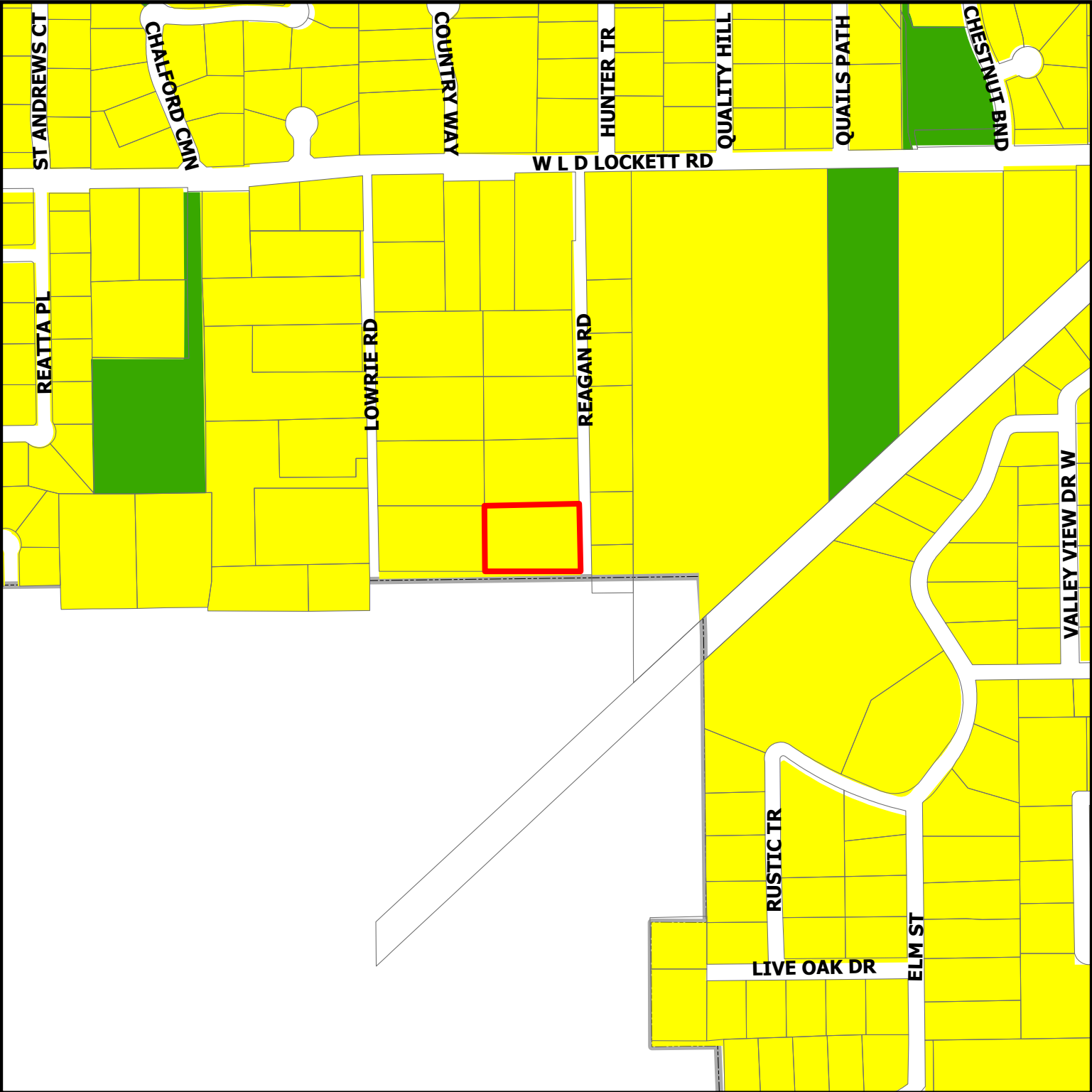
5508 Reagan Road

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

 Subject Property

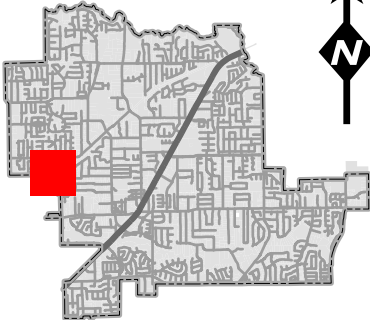


Future Land Use Map



ZC25-007
5508 Reagan Road

-  Residential
-  Open Space; Parks
-  Subject Property



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



Client: 5508 Reagan Rd.

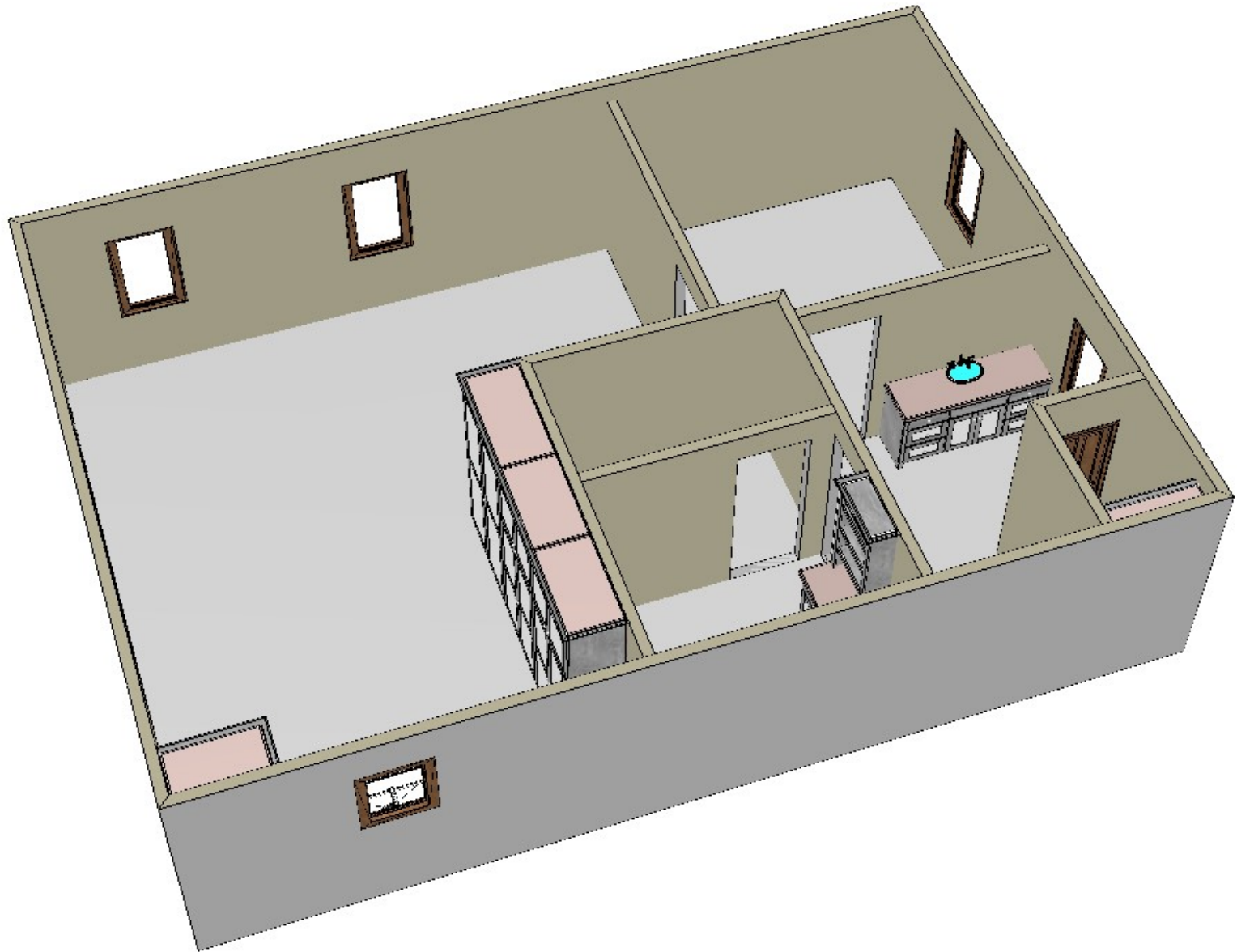
DRAFTER: EMMA

Description: House

Date: 03/16/25

Job Number: #37-2025

Sheet 2 of 6



Client: 5508 Reagan Rd.

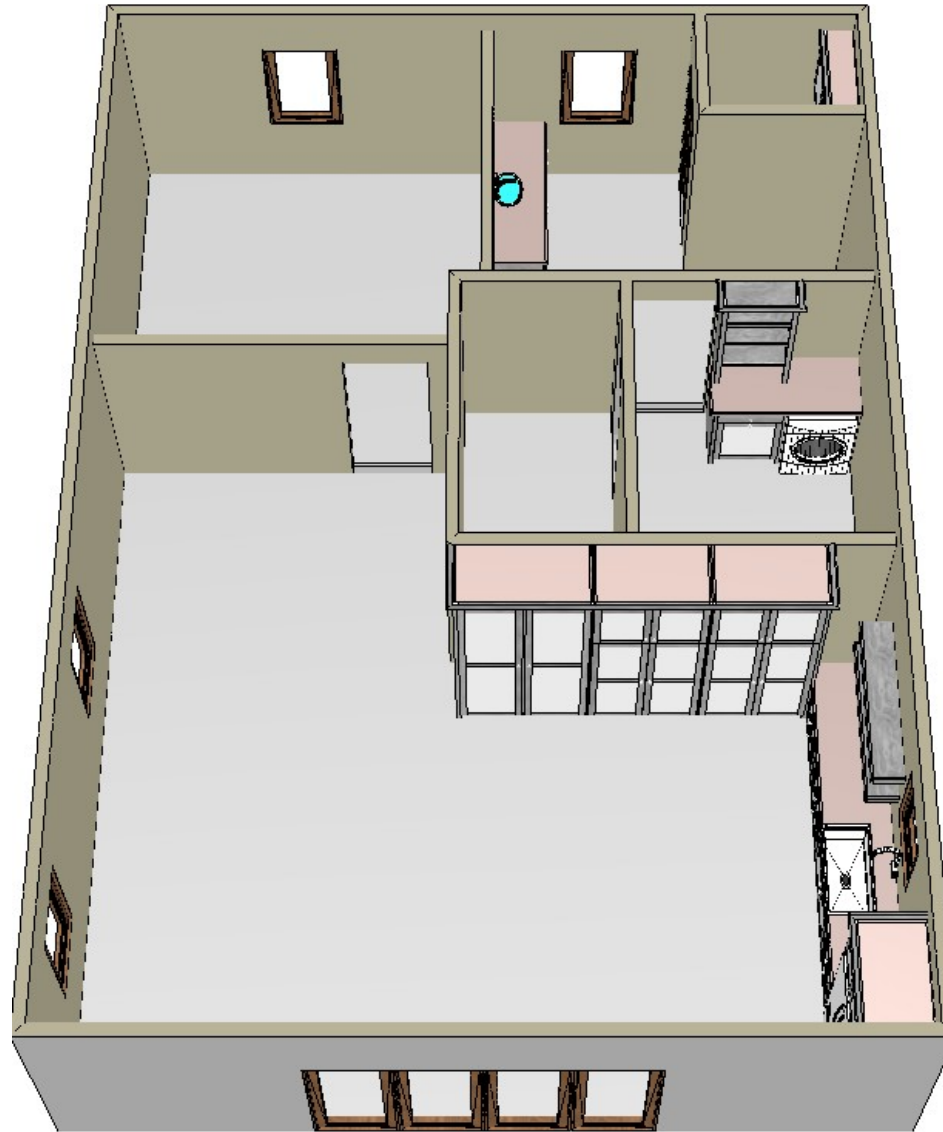
DRAFTER: EMMA

Description: House

Date: 03/16/25

Job Number: #37-2025

Sheet 3 of 6



Client: 5508 Reagan Rd.

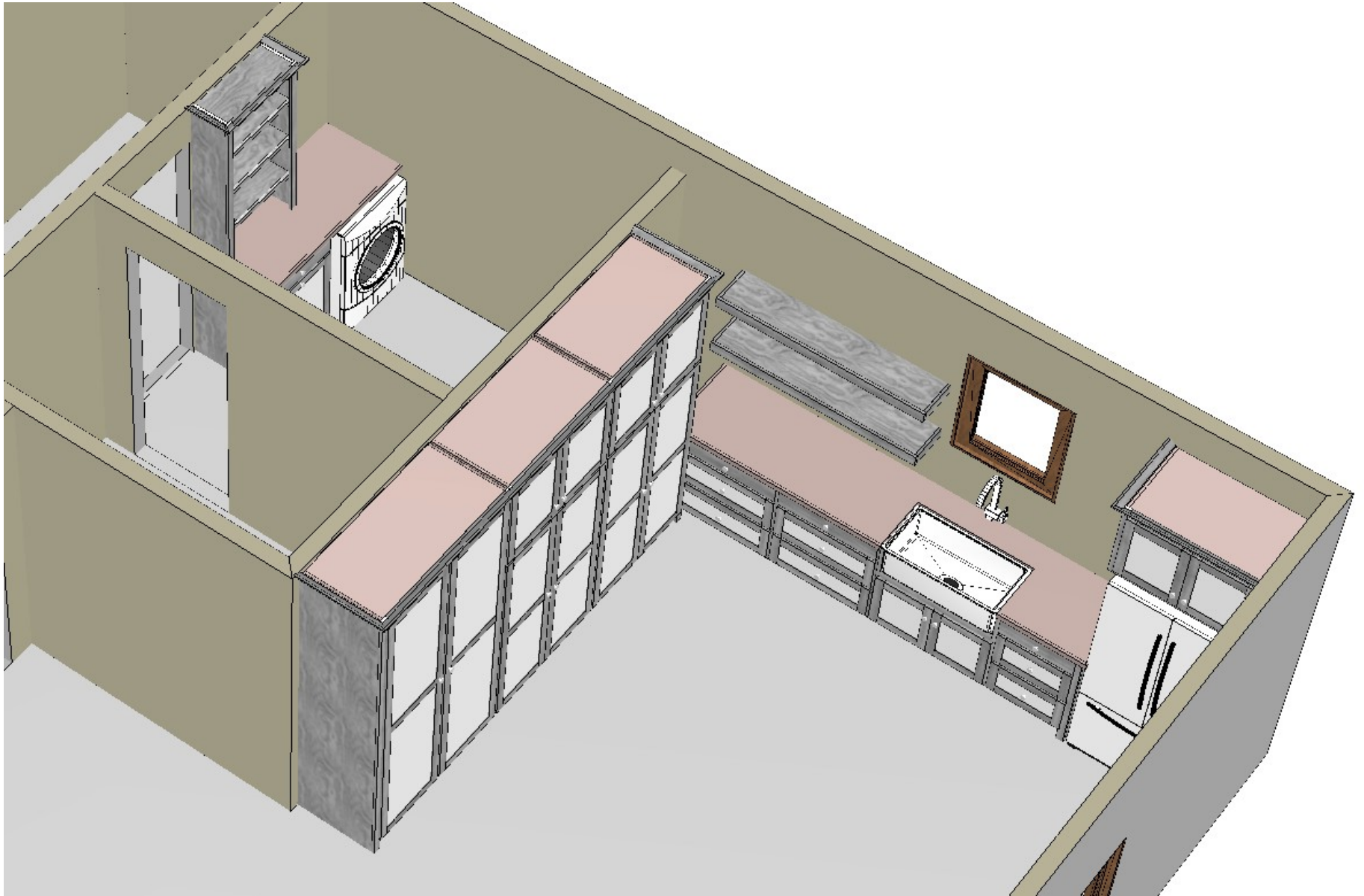
DRAFTER: EMMA

Description: House

Date: 03/16/25

Job Number: #37-2025

Sheet 4 of 6



Client: 5508 Reagan Rd.

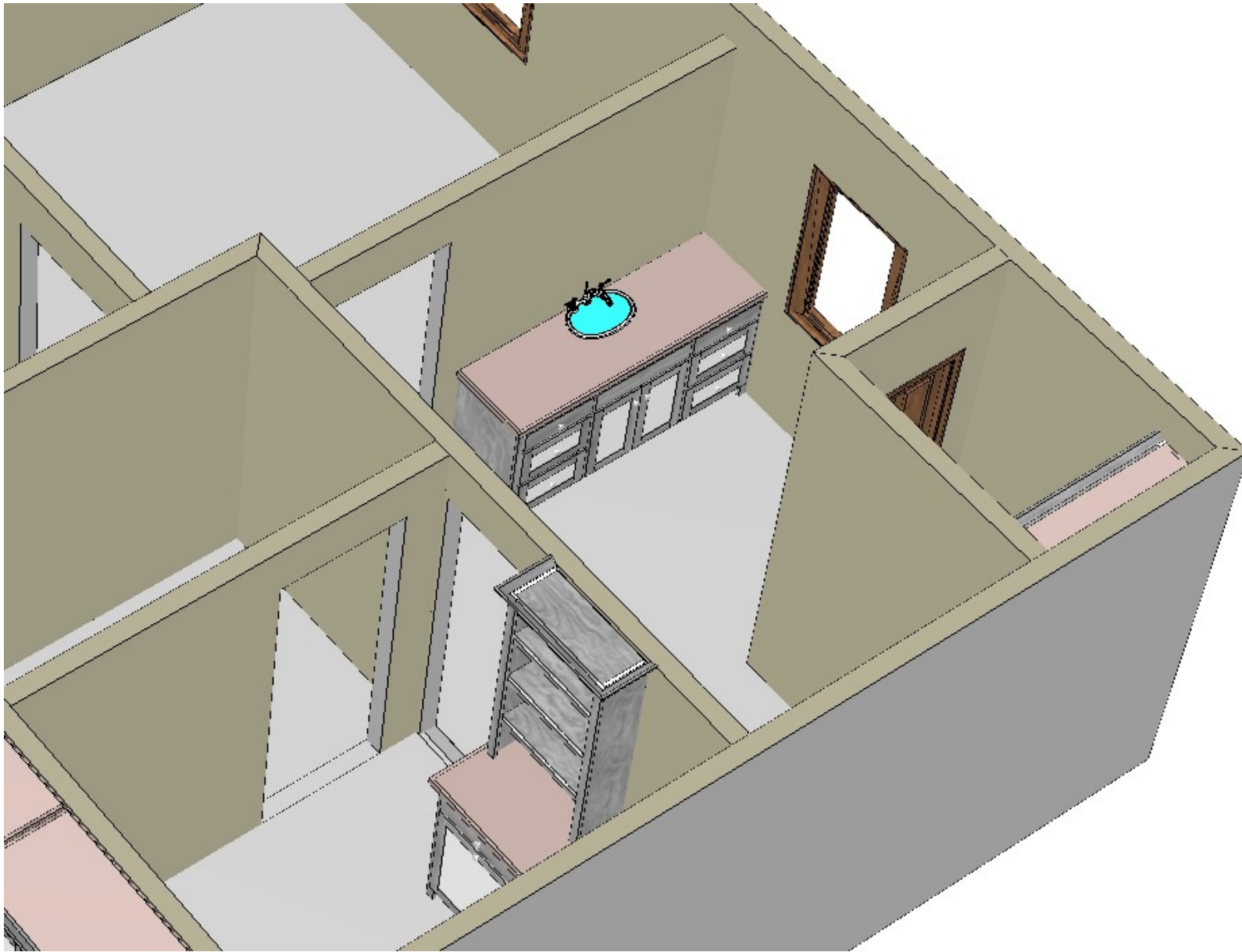
DRAFTER: EMMA

Description: House

Date: 03/16/25

Job Number: #37-2025

Sheet 5 of 6



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:

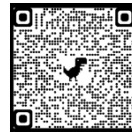
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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):



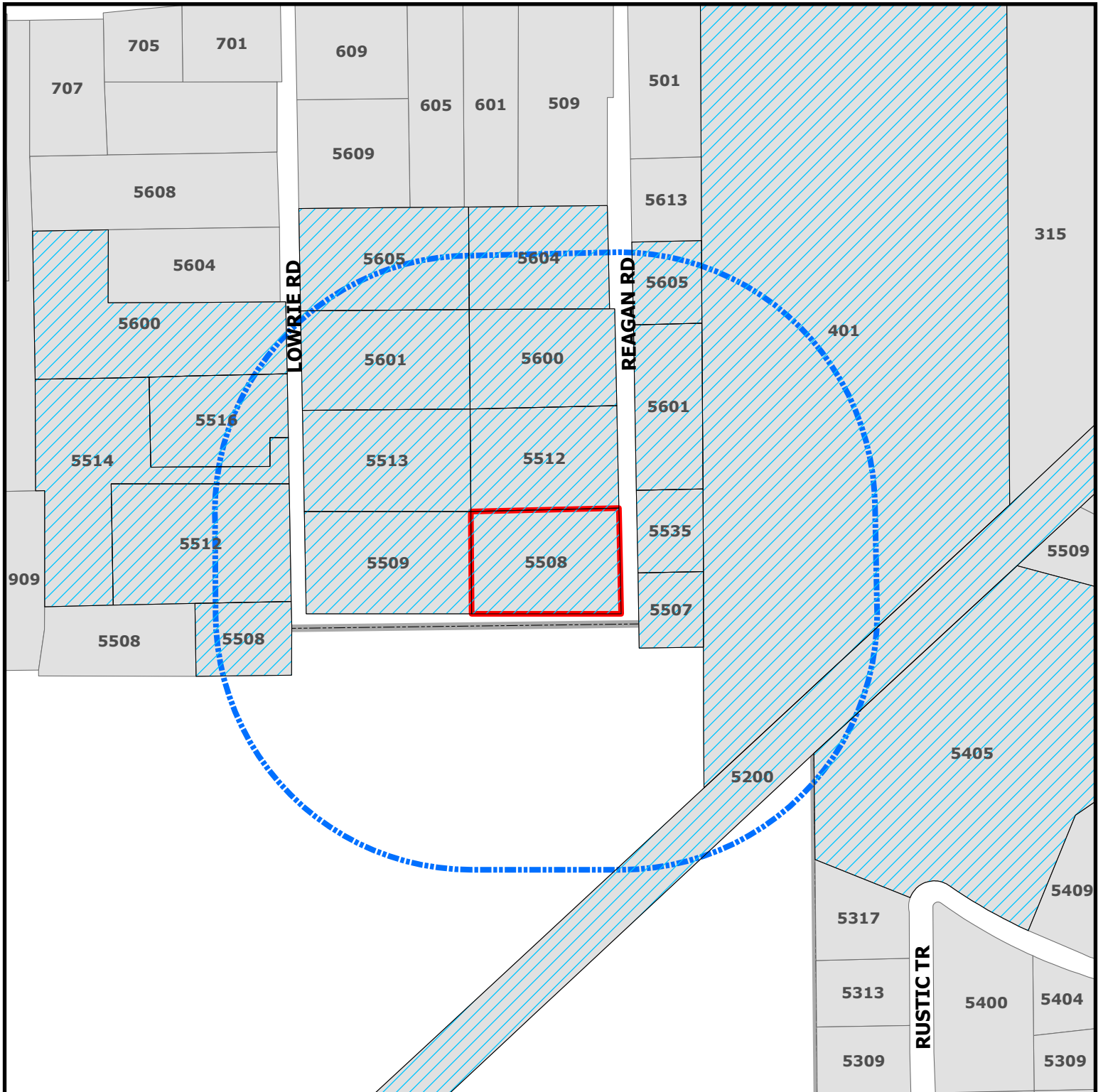
For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

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

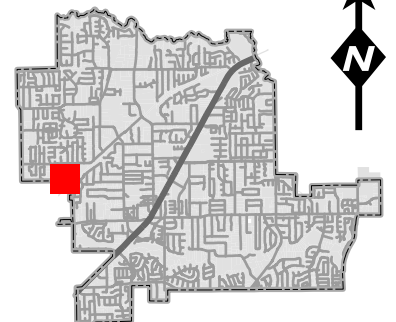
Notification Map



ZC25-007

5508 Reagan Road

-  Parcels to be notified
-  Buffer
-  Subject Property



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

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	_____		

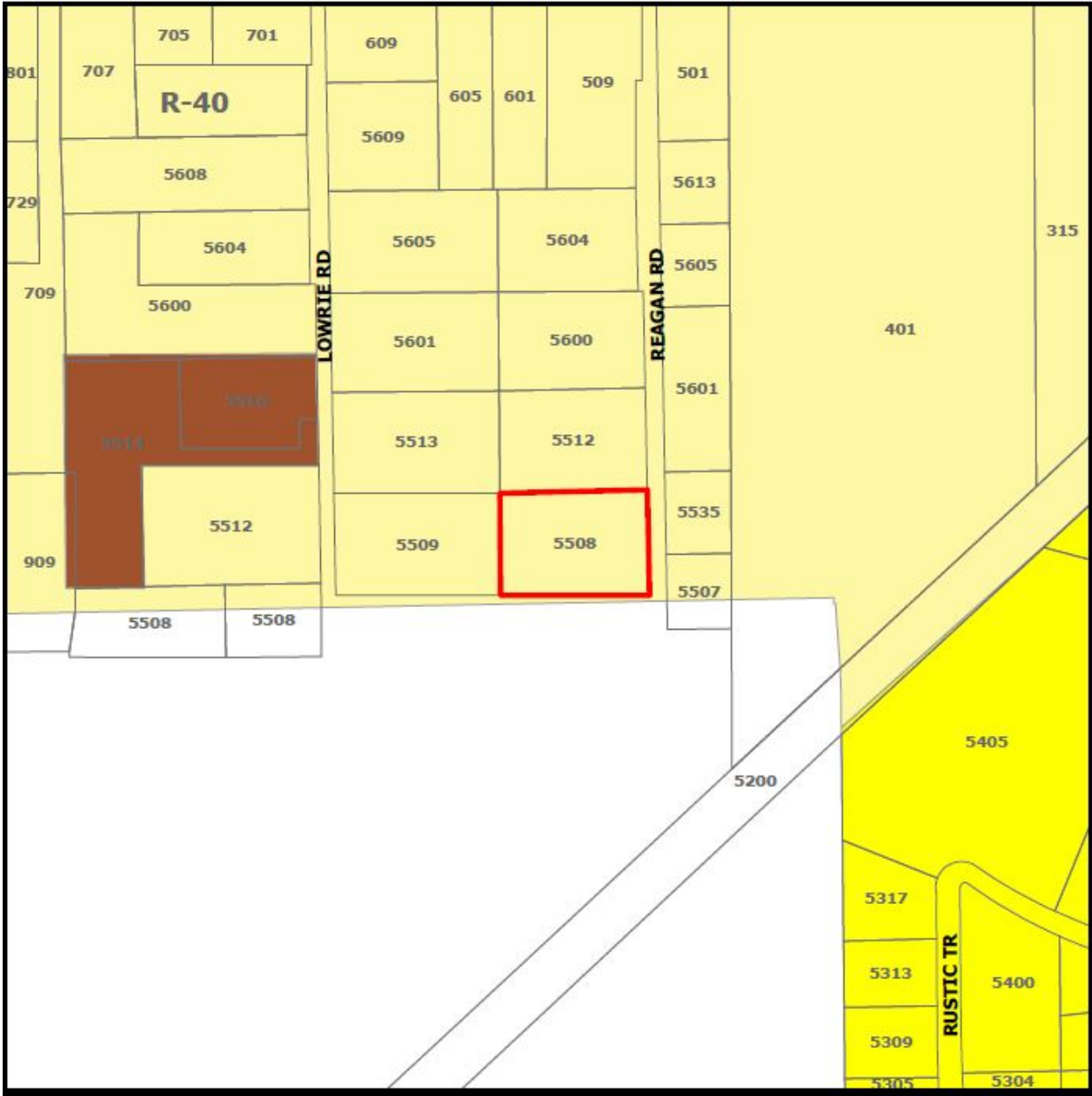
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

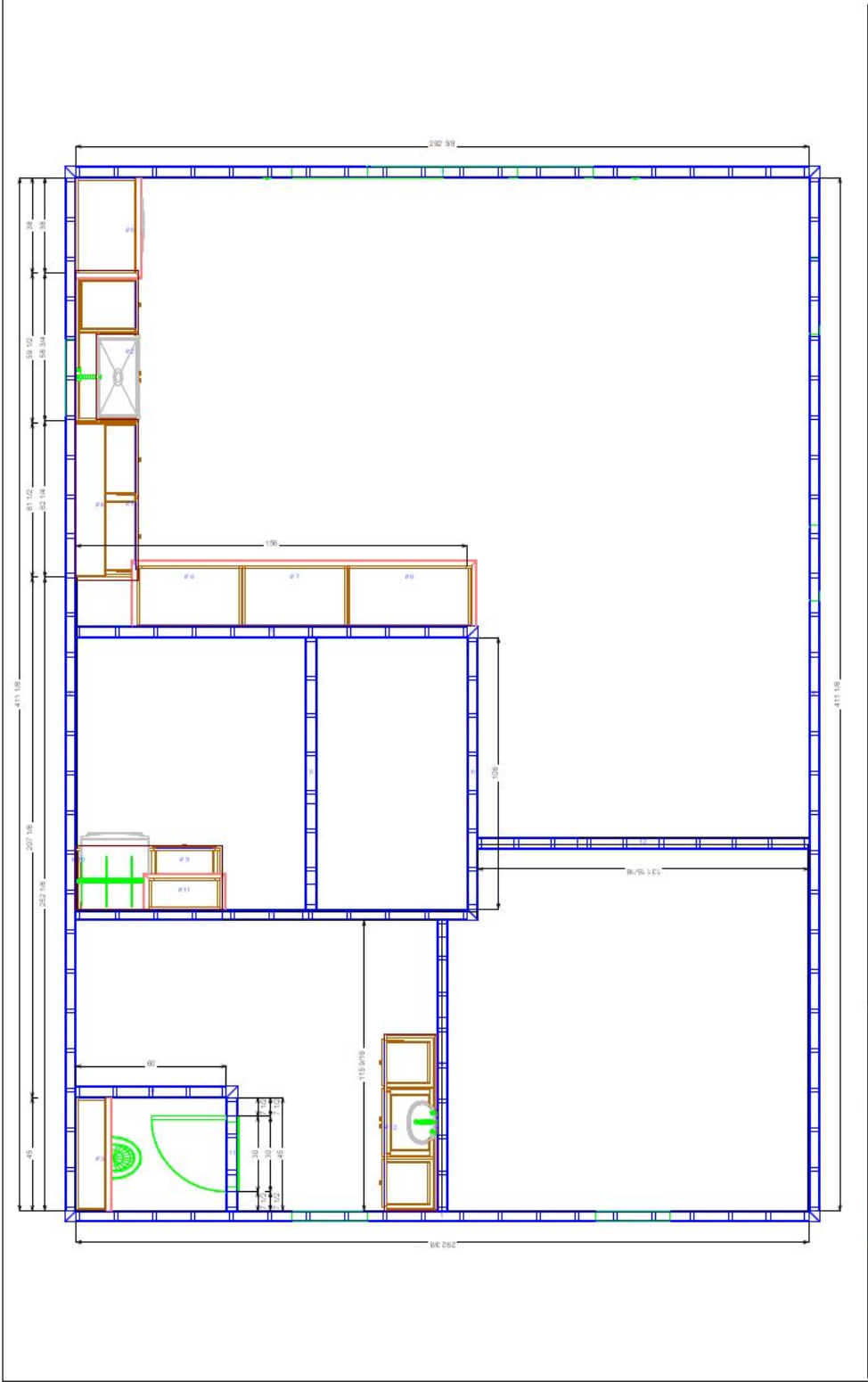
Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map



[illegible]





		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 6/17/2025

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

Second Reading and Public Hearing

Staff presented the item and answered questions from the City Council. One resident spoke during the public hearing and spoke in favor of the health benefits of massage therapy.

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.

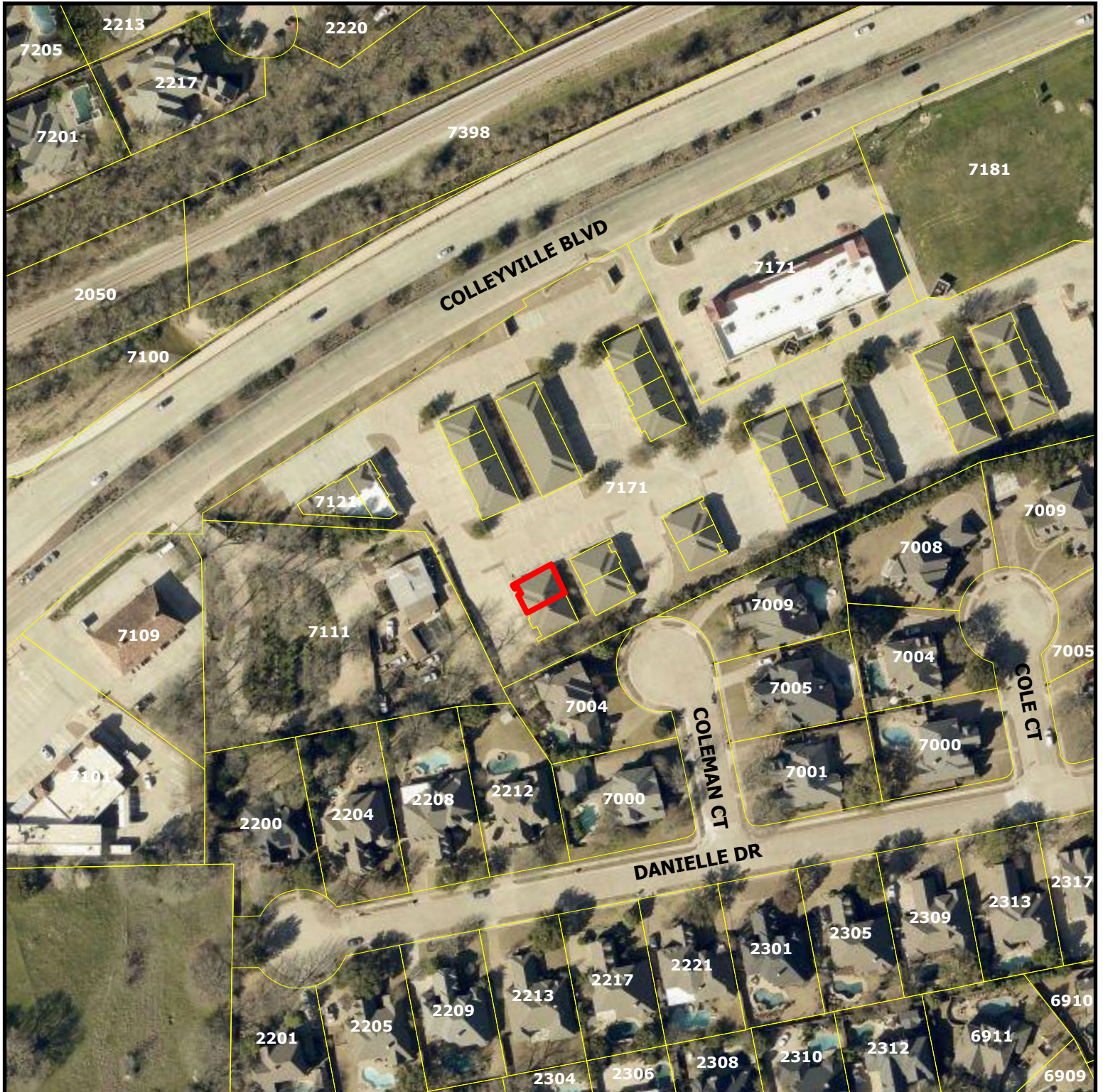
Staff Recommendation: Staff recommends approval of this request.

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

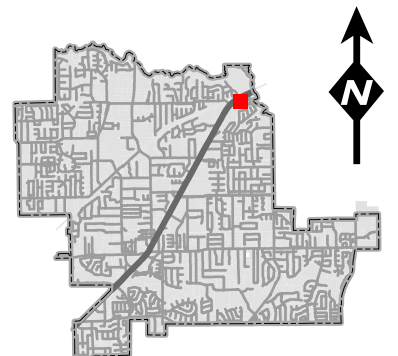


ZC25-009

7135 Colleyville Blvd Suite

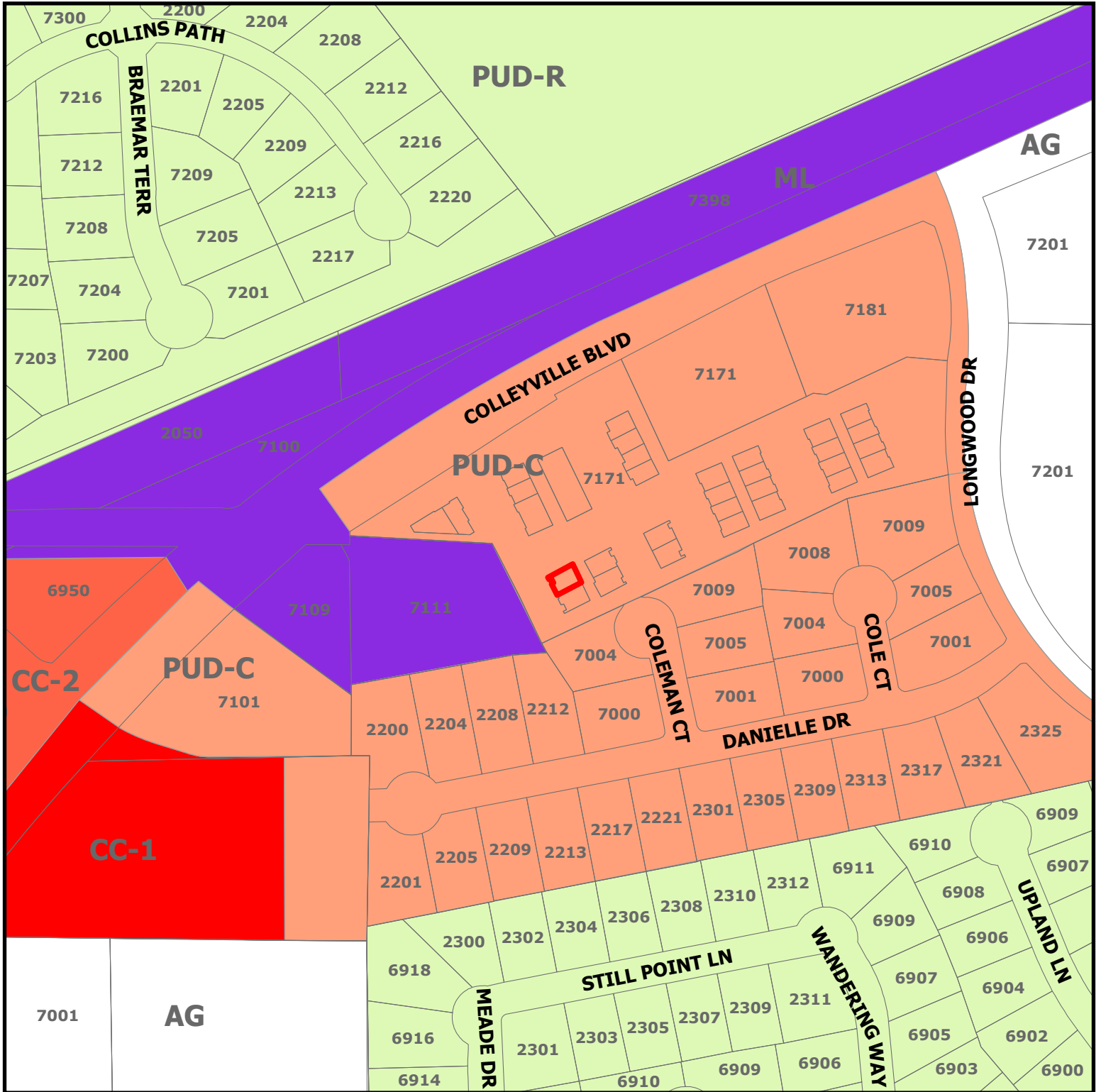


Subject Property



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

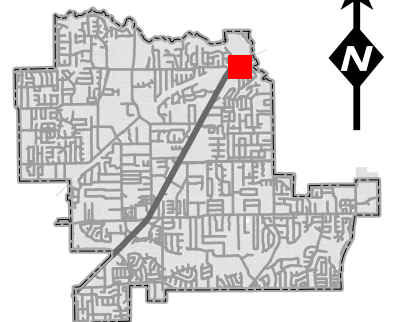


ZC25-009

7135 Colleyville Blvd Suite



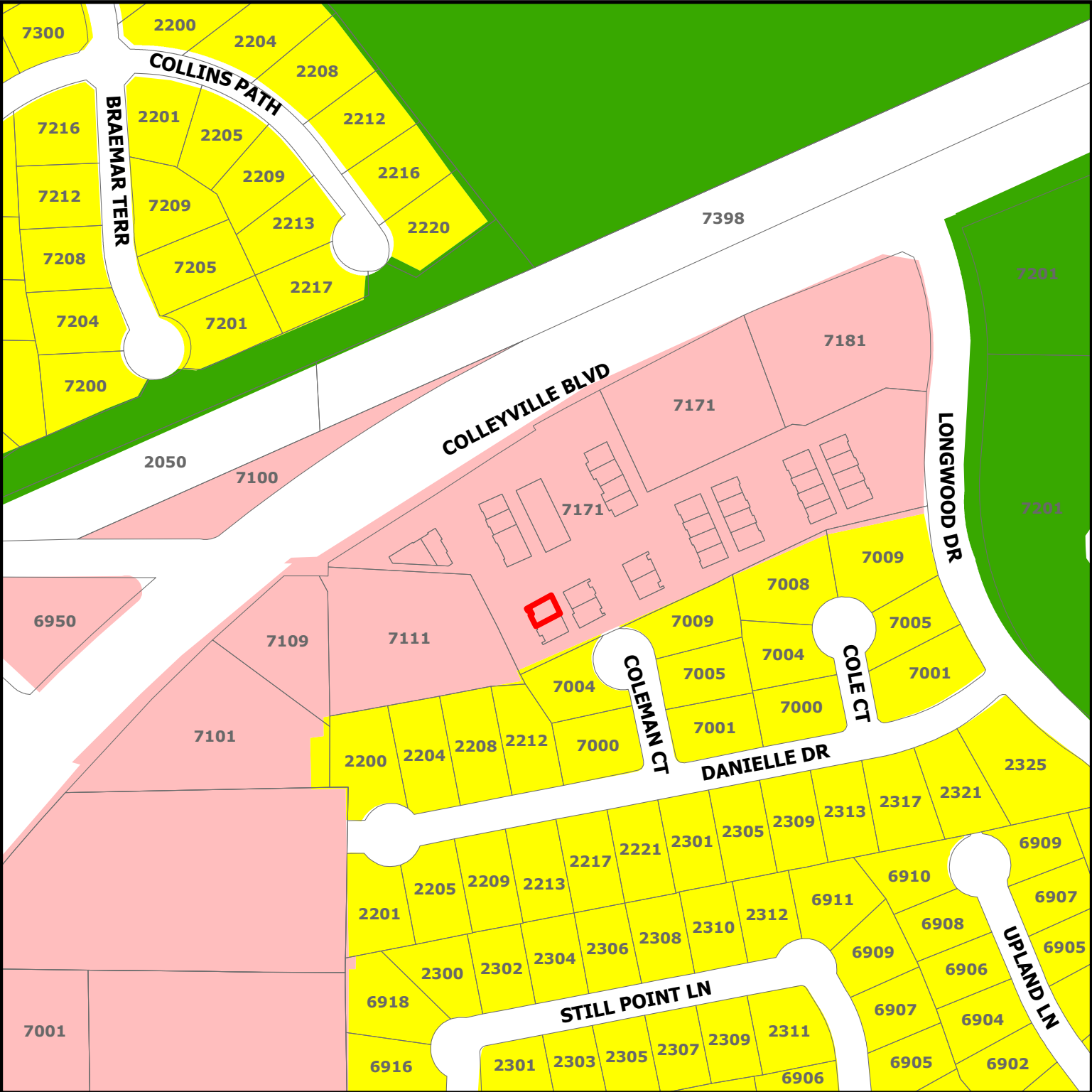
Subject Property



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.

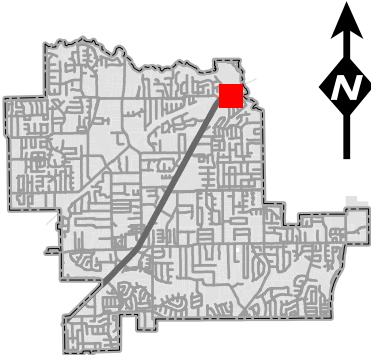
Future Land Use Map



ZC25-009

7135 Colleyville Blvd Suite

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



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

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.

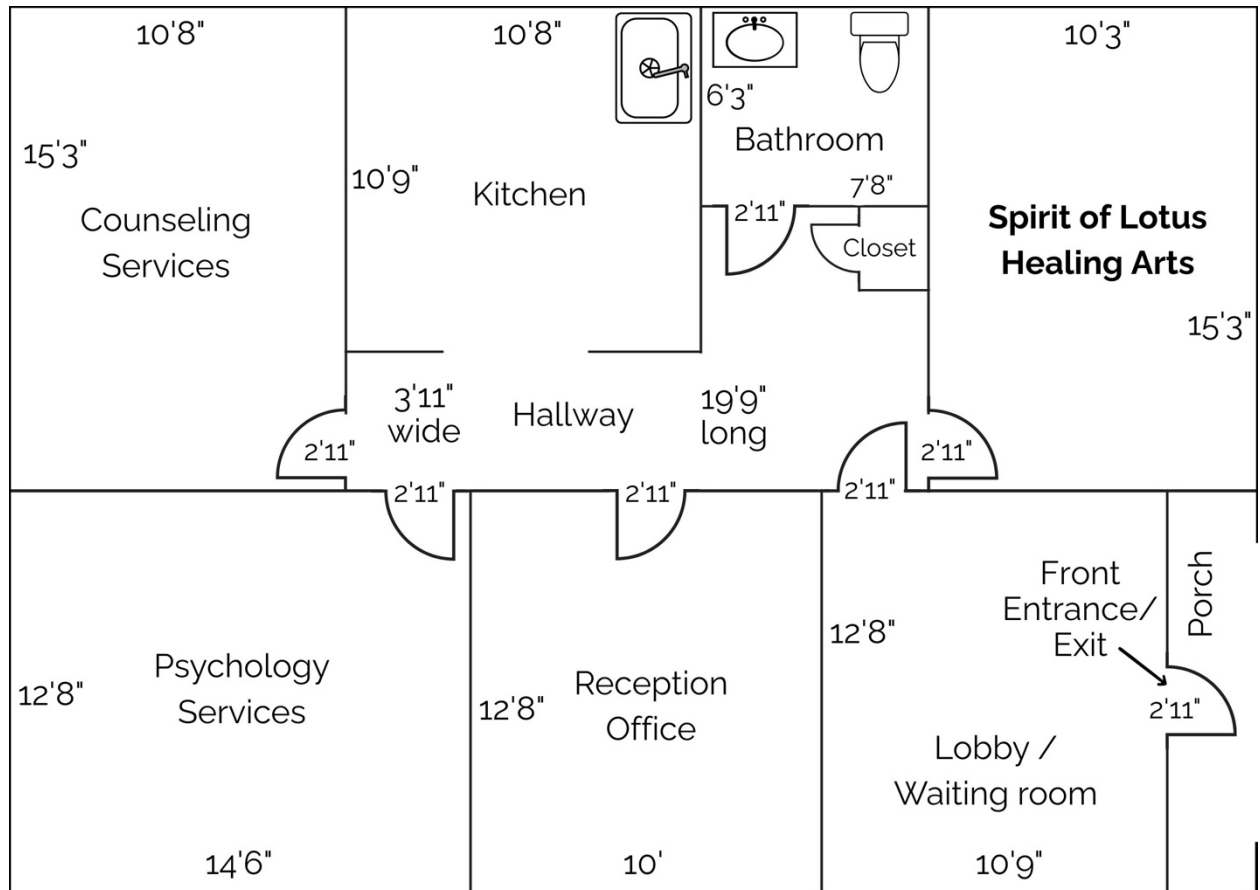
I also provide sound healing services and guided meditation.

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: <u>Spirit of Lotus Healing Arts</u>	Business Principle/Owner: <u>Neeloufar Saleh</u>
Business address: <u>7135 Colleyville Blvd. Ste 101</u>	Business Contact Person: <u>Neeloufar Saleh</u>
Email Address: <u>admin@spiritoflotus.com</u>	
Business Activity Description	
Type of C/O: ☒ New occupancy ☐ Change of ownership ☐ Change of bus. name	Business Info: ☒ # of employees <u>1</u> ☒ square footage <u>1560.3</u> ☒ Bus. Hours: <u>M-F 10am-5pm</u>
Business Type: ☐ Business Office ☐ Medical Office ☐ Retail Sales ☐ Restaurant ☐ Manufacturing ☐ Other: (describe) _____ ☒ * Beauty / Spa ☐ Office-Warehouse	
Check Yes or No to the following:	
☐ Yes ☒ No 1. A new sign will be erected or the existing sign will be altered (separate permit is required)	
☐ Yes ☒ No 2. The business space or portion thereof will be remodeled, renovated, or altered (permit is required unless exempted)	
☐ Yes ☒ No 3. The existing electrical system will be altered with new wiring, lighting, devices, or panelboards (permit required unless exempted)	
☐ Yes ☒ No 4. The existing plumbing system will be altered with new fixtures or drains or water lines (permit is required unless exempted)	
☐ Yes ☒ No 5. Alcoholic beverages will be available for pre-package sales or on-site consumption	
☐ Yes ☒ No 6. Food or beverages (for other than restaurants) will be manufactured, stored, distributed, sold, or prepared	
☐ Yes ☒ No 7. There will be outside storage of any of the following: goods, merchandise, raw materials, or company vehicles/equipment	
☐ Yes ☒ No 8. Waste water or sludge will be generated which requires pre-treatment or separators before discharge into the sewer system	
☐ Yes ☒ 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 quantities and attach MSDS sheets.	
☐ Yes ☒ No 10. Hazardous or toxic chemicals such as, but not limited to, oxidizers, corrosive liquids, poisonous gases, radioactive, explosive, and organic materials will be handled. If so, attach description and quantities and provide MSDS sheets.	
☐ Yes ☒ No 11. One or more of the following industrial processes circled below will be performed on the premises <u>Manufacturing</u> <u>Treating</u> <u>Formulation/Mixing/Processing</u> <u>Vehicle Washing</u>	
Submit the following:	
☒ Driver's License Copy of Business Principle/Owner	☒ Copy of Lease or Ownership of Business Space
☒ Business Plan (detailed narrative of business operations)	☒ State Sales Tax Certificate - IF applicable
☒ Floorplan of the space with all rooms labeled	** ☒ Massage Establishments - Submit TDLR license(s)
Business Principle / Owner (Printed Name): <u>Neeloufar Saleh</u>	
Business Principle / Owner Signature: <u>Neeloufar Saleh</u>	



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

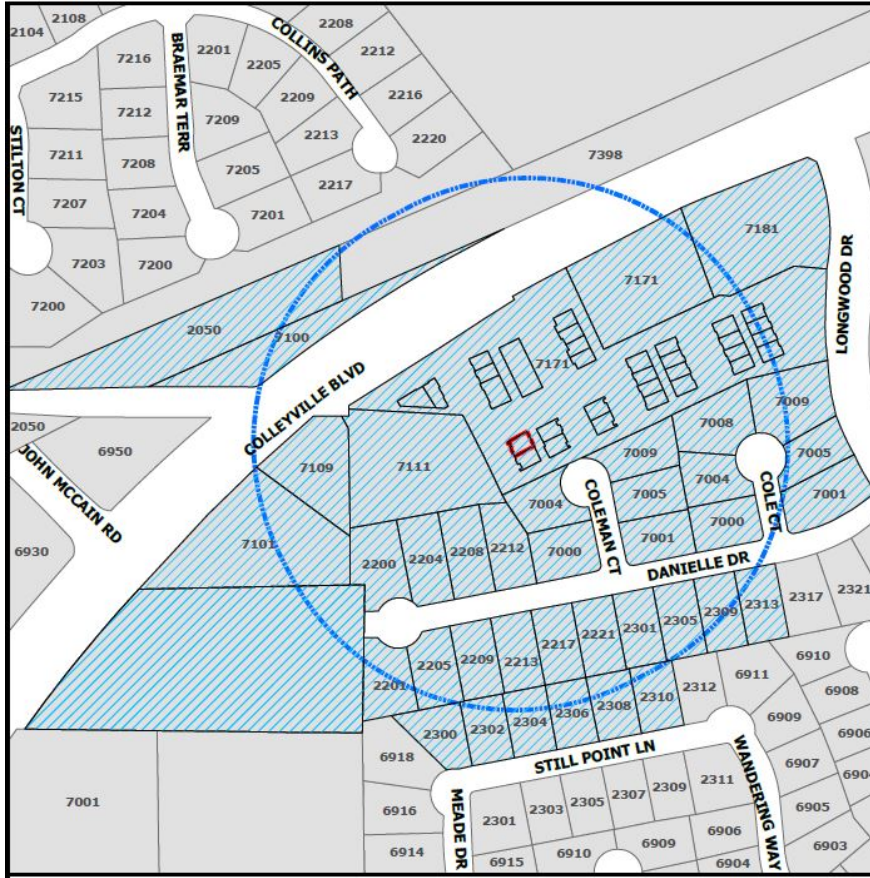
Present Zoning: PUD-C, Planned Unit Development – Commercial

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:

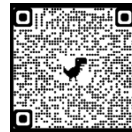
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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):



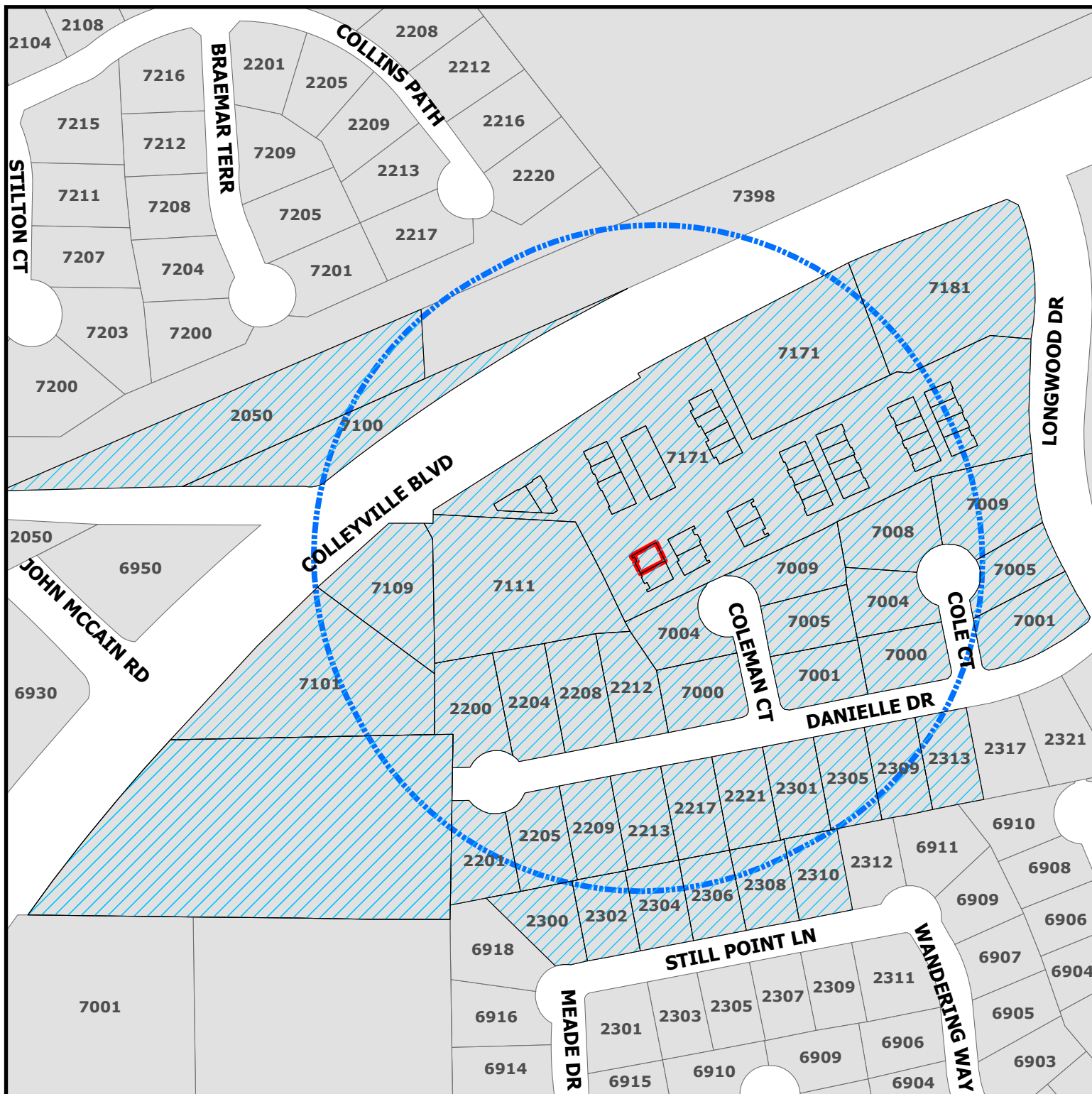
For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

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
WOZNAK, 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

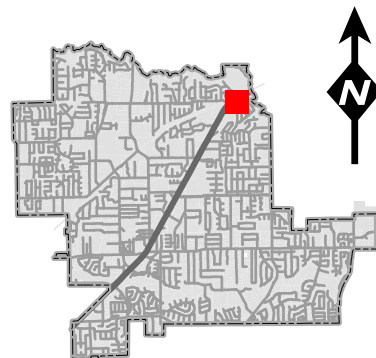


ZC25-009

7135 Colleyville Blvd Suite

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.

-  Parcels to be notified
-  Buffer
-  Subject Property



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

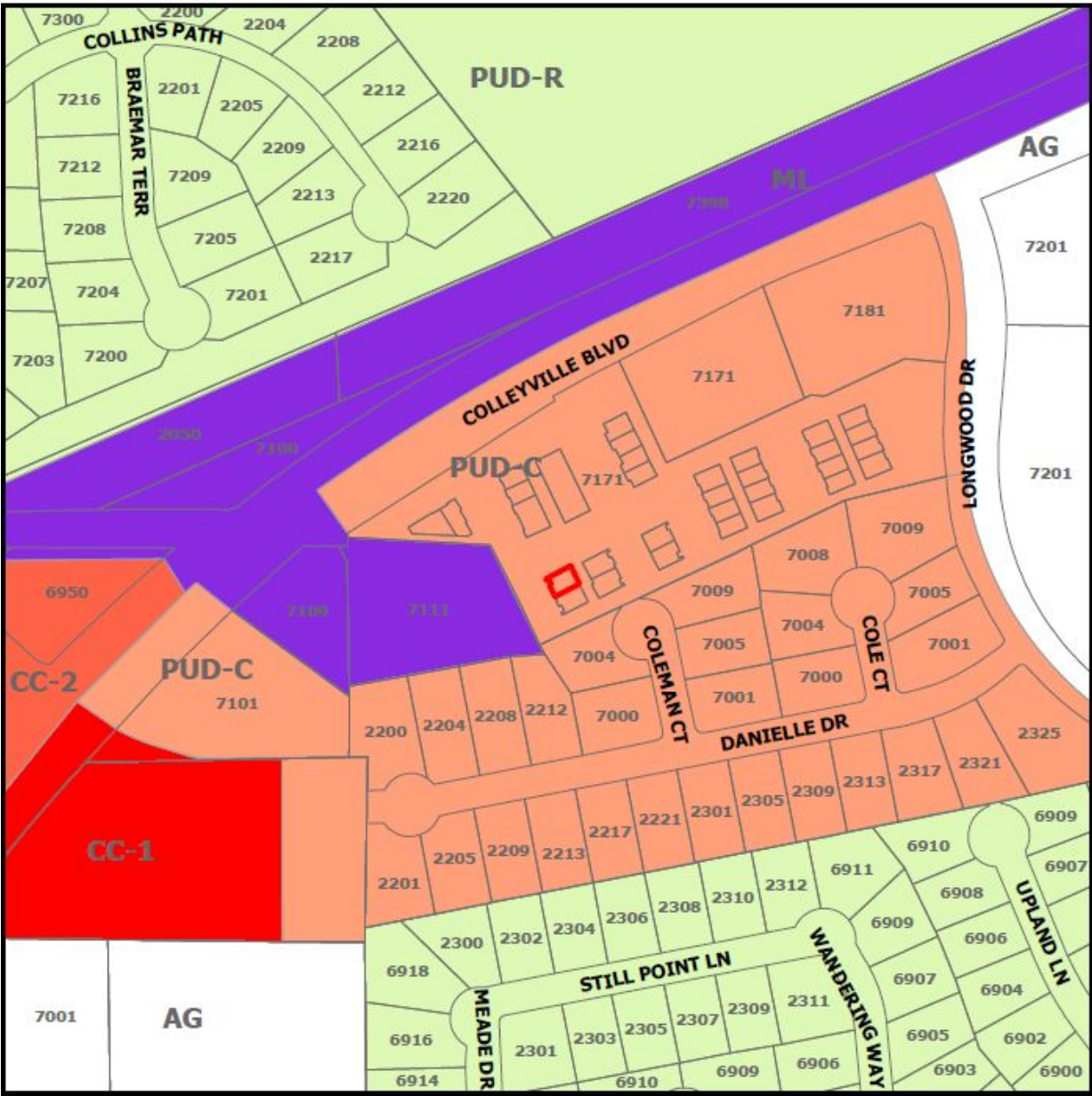
Christine Loven, TRMC
City Secretary

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 6/17/2025

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

Second Reading and Public Hearing

Staff presented the item and answered questions from the City Council. One resident spoke during the public hearing and expressed a concern about subdividing the property.

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

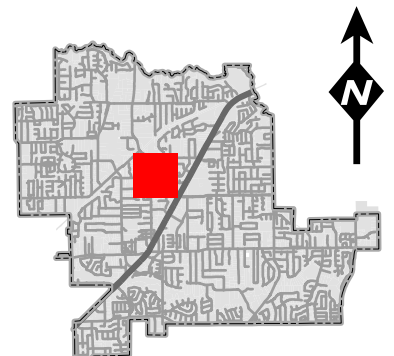


PC25-011

6105 Pleasant Run Road

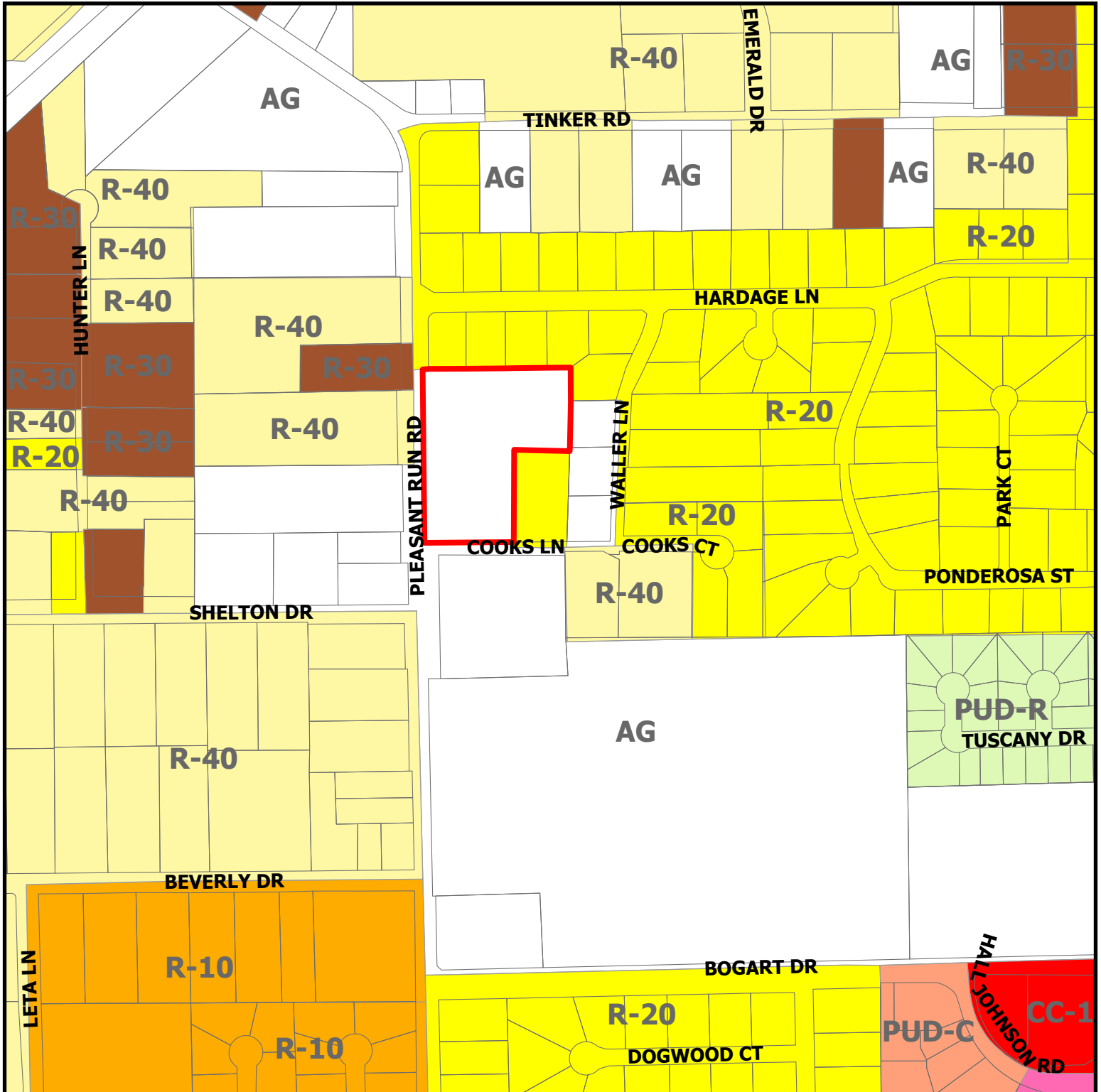


Subject Property



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

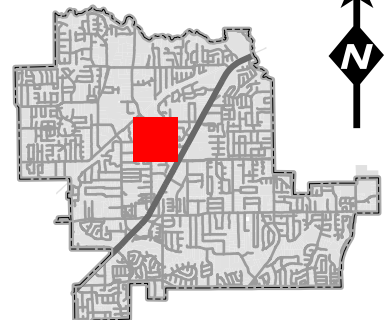


PC25-011

6105 Pleasant Run Road

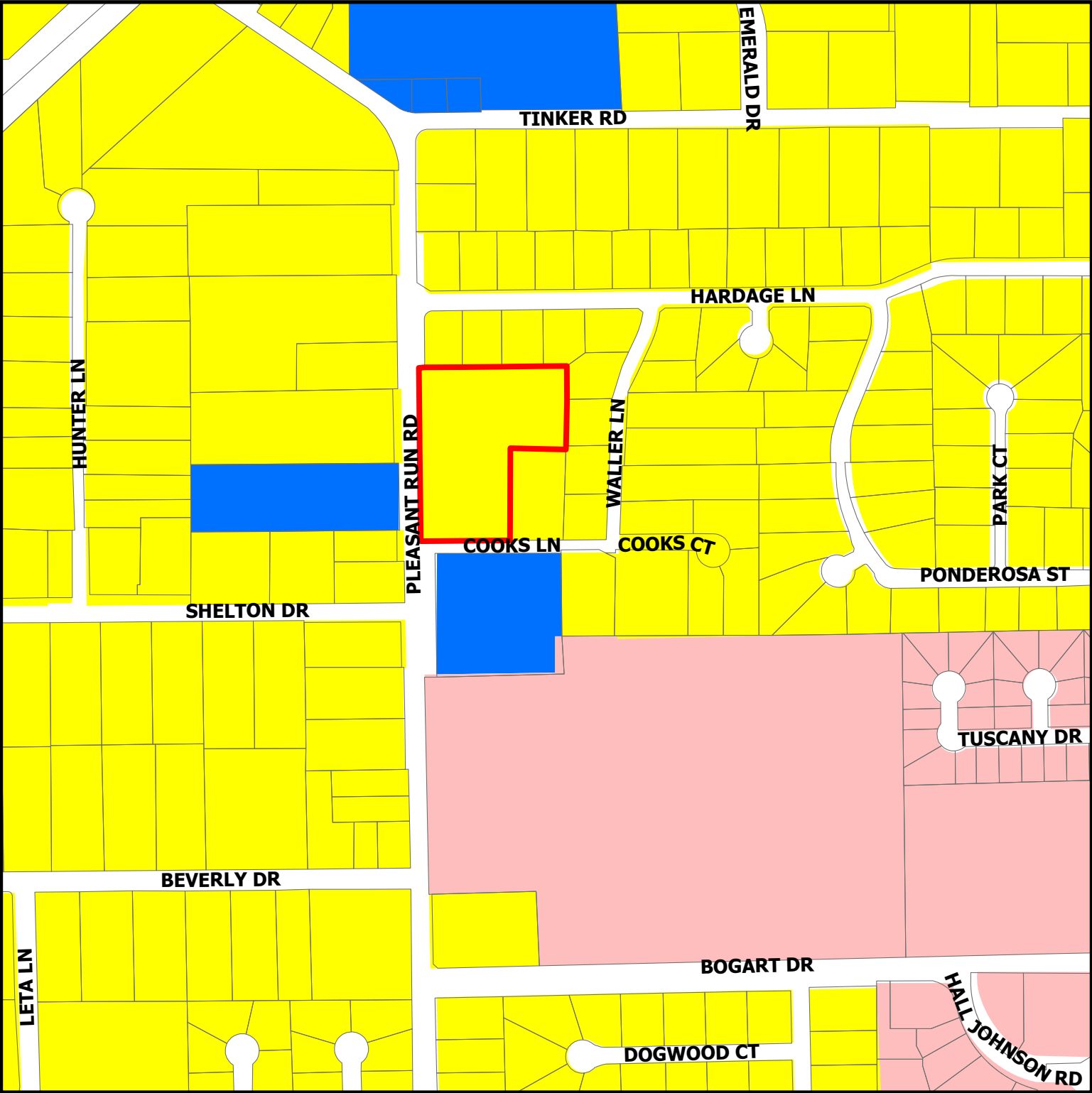


Subject Property



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.

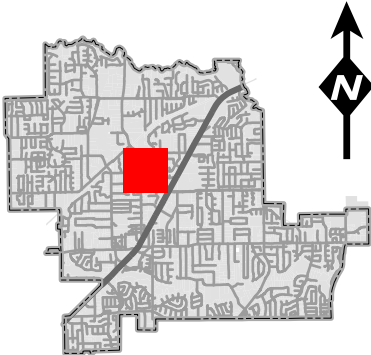
Future Land Use Map



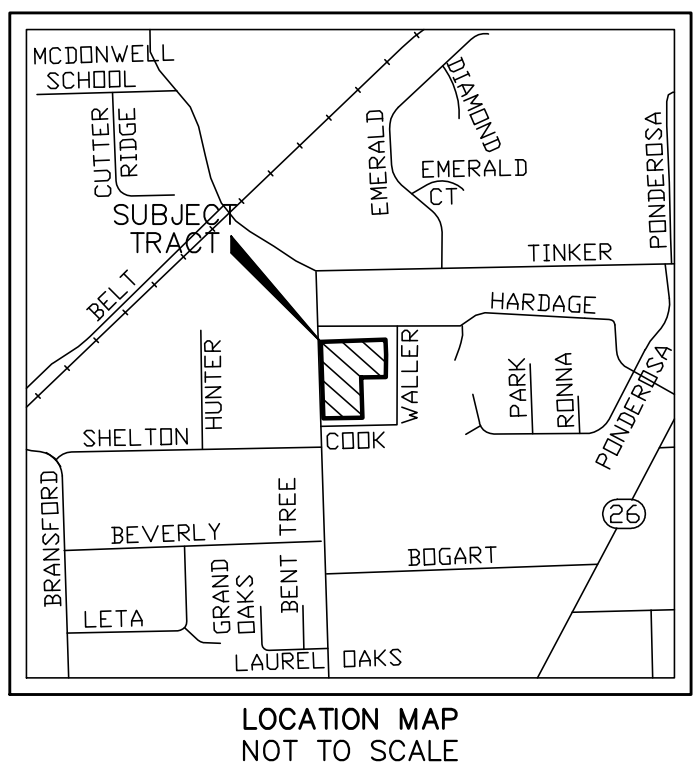
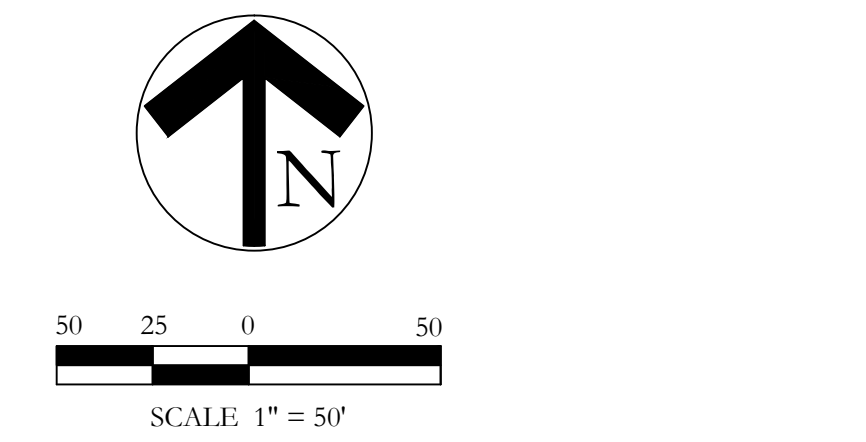
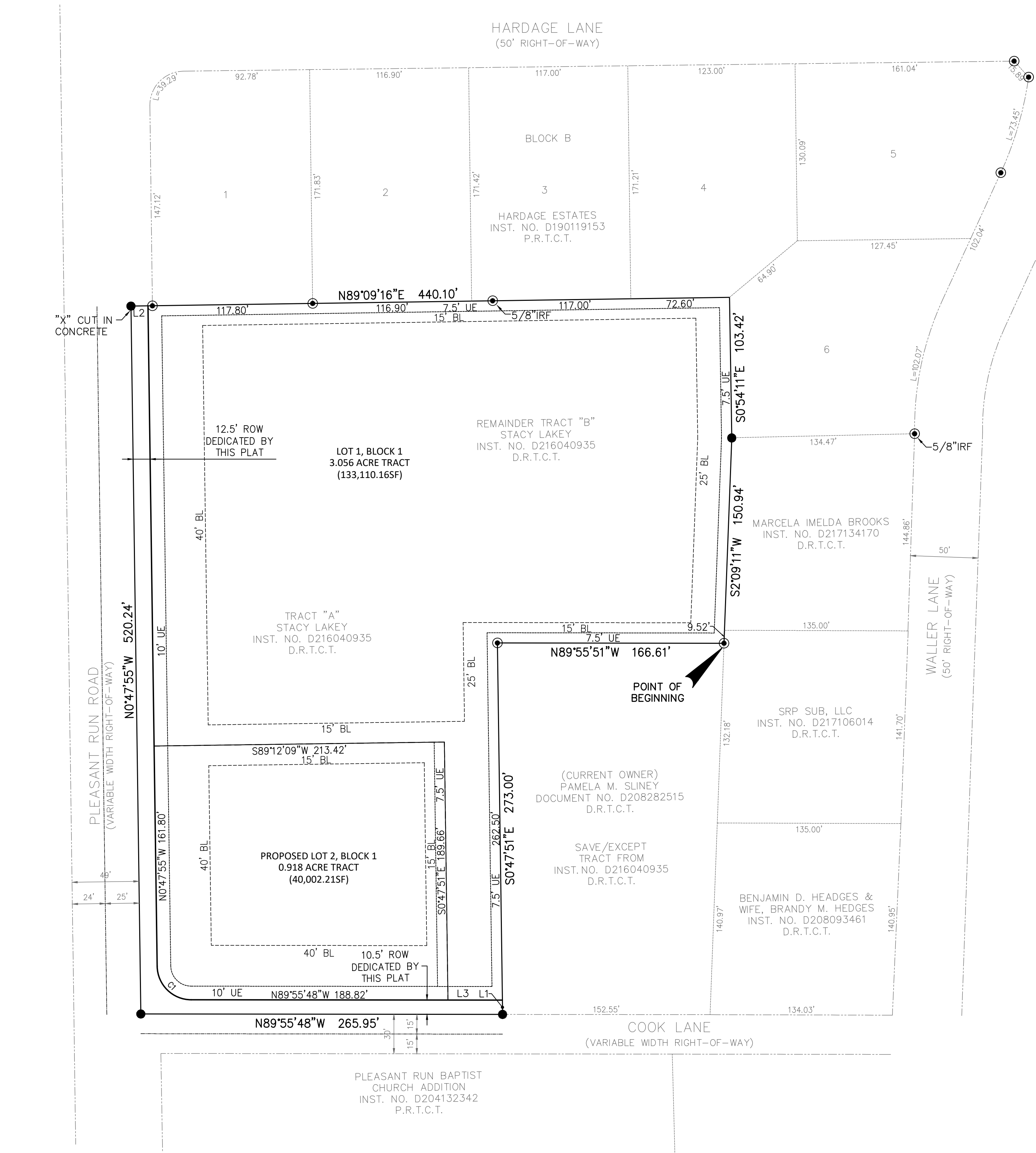
PC25-011

6105 Pleasant Run Road

-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  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.



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.

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



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 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

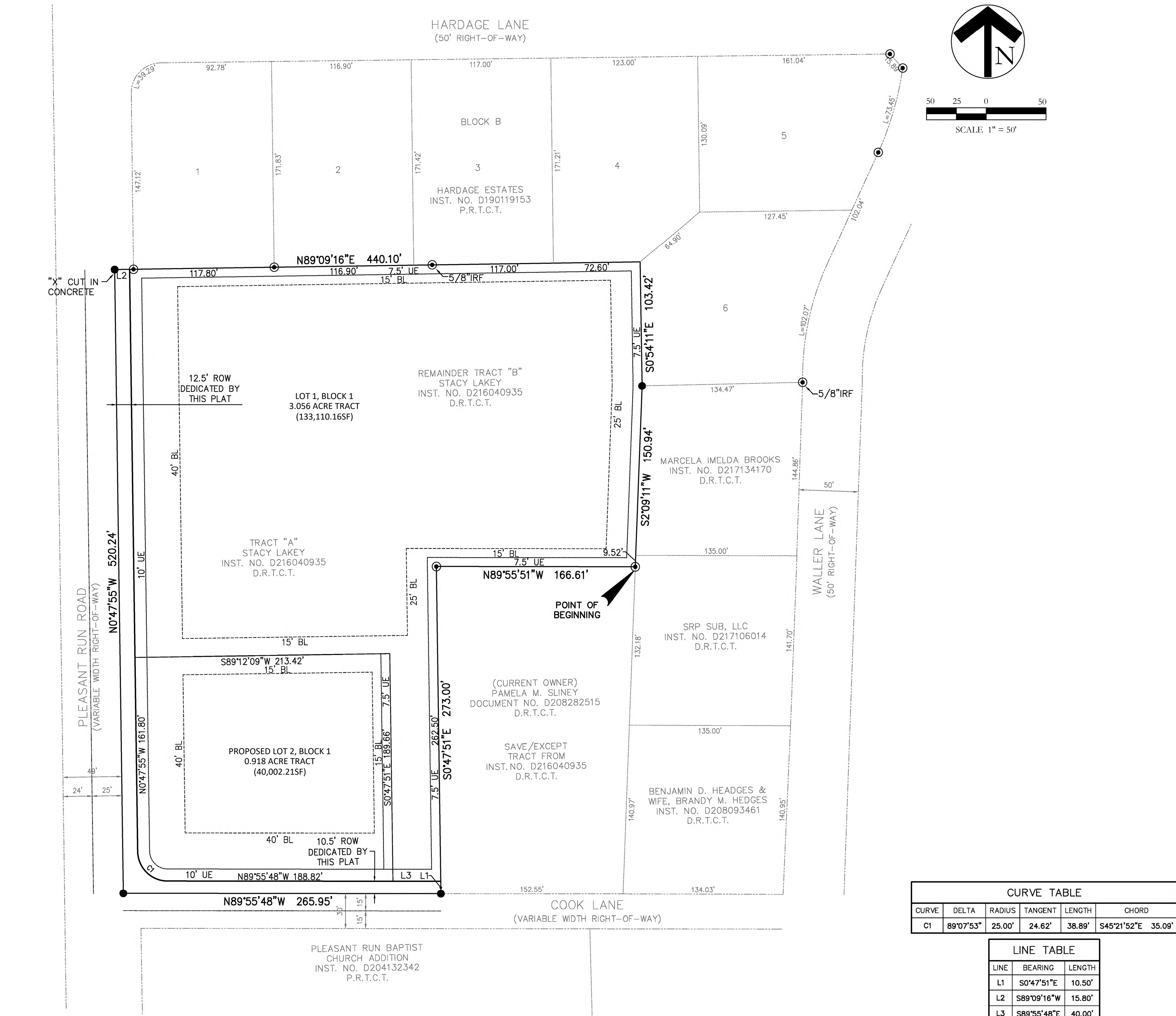
The purpose of this plat is to subdivide one lot into two.

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

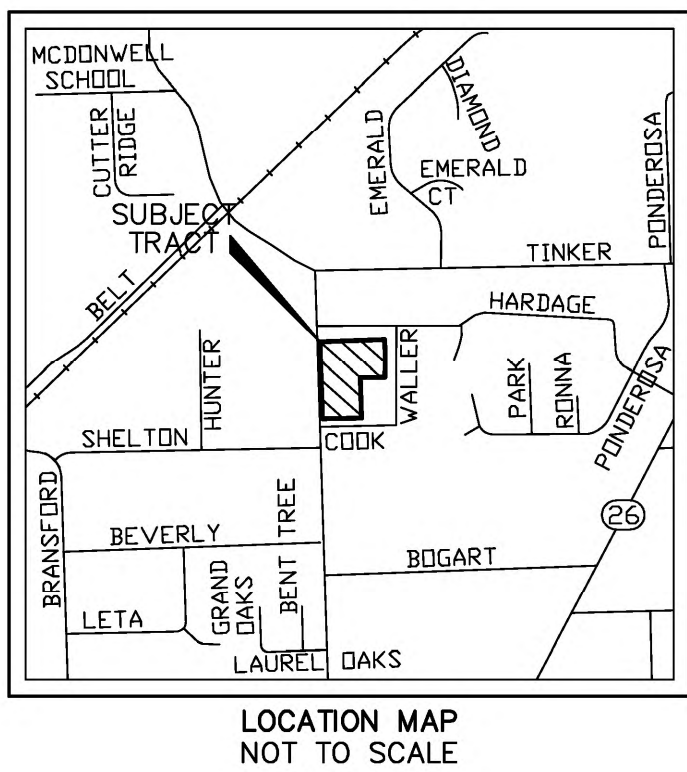
17 April 2025
SHEET 1 OF 1

F:\cadd\3d\projects\add - stacy lakey\add501 - 0105 pleasant run\jvc plans\degs\sheet\preliminary plat\add501 - 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'



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:
- 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.
 - 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 88° 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 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 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

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

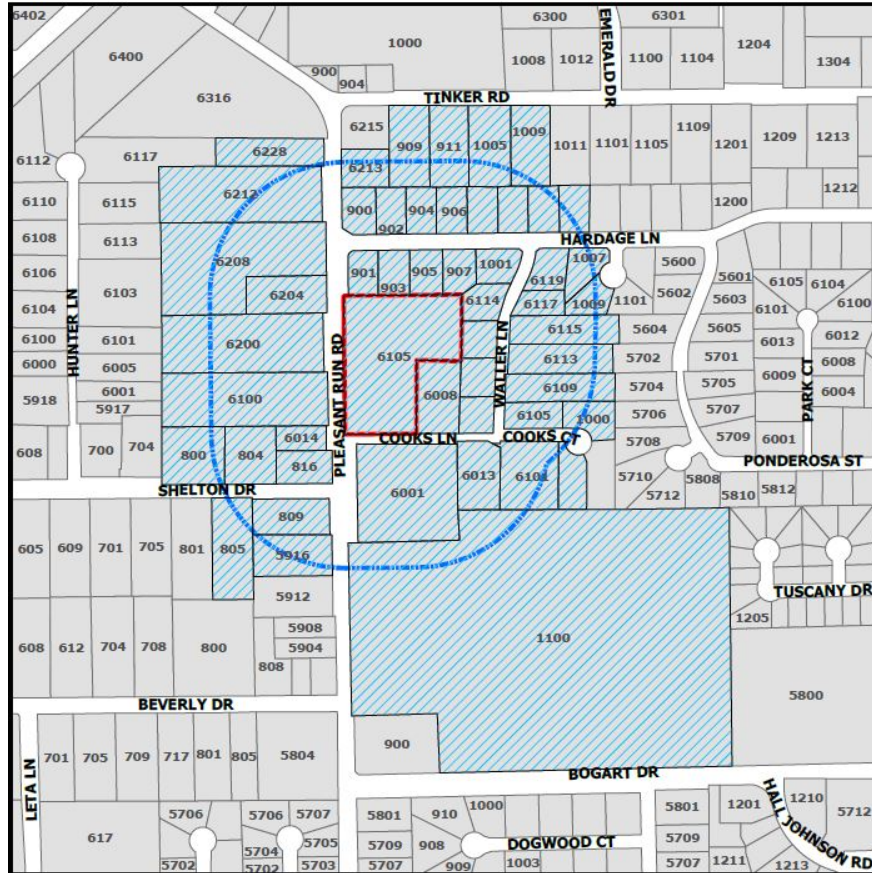
Present Zoning: AG Agricultural

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:

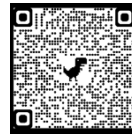
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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):

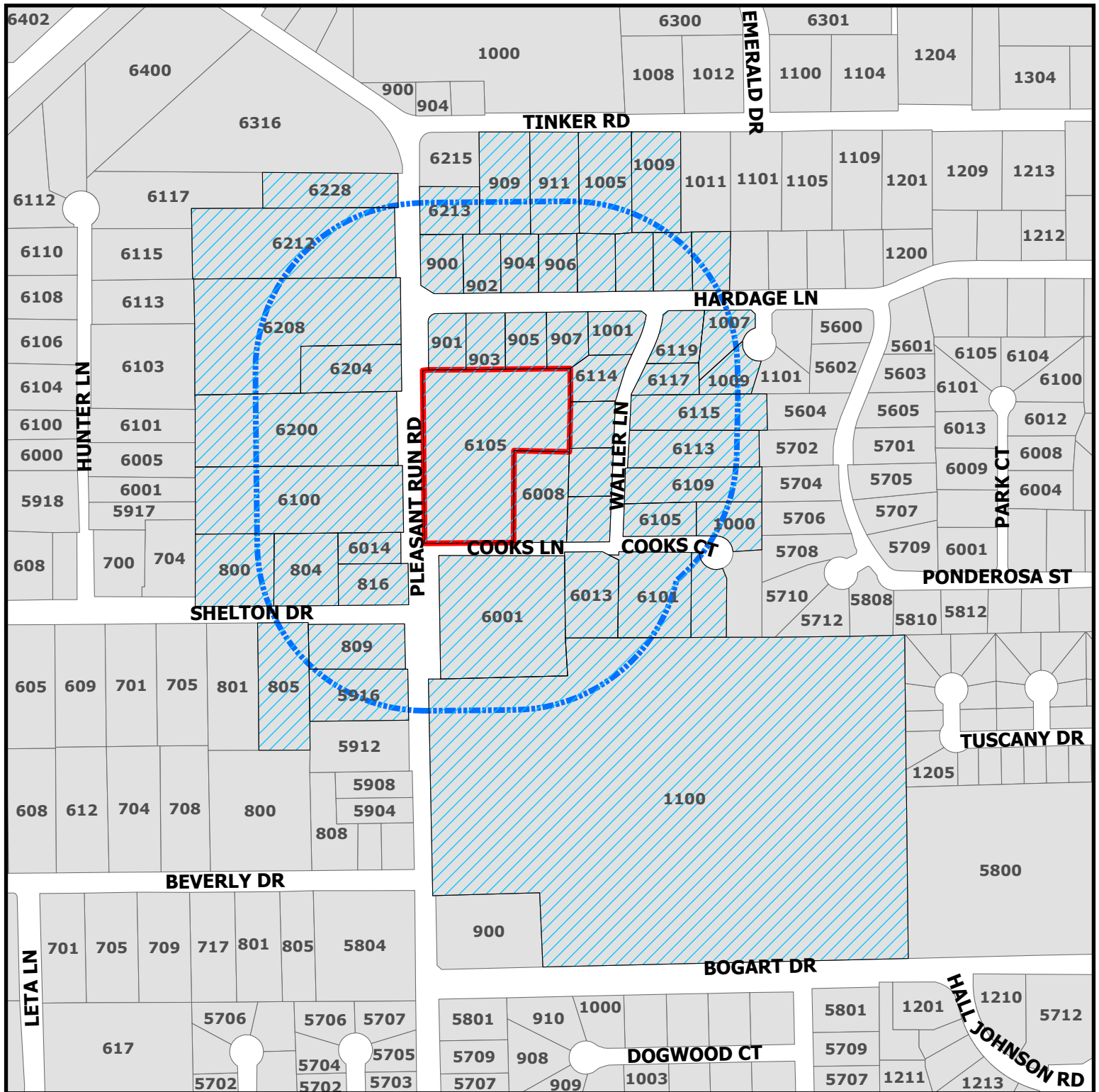


For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

Kris Potts

Kris Potts
Planner

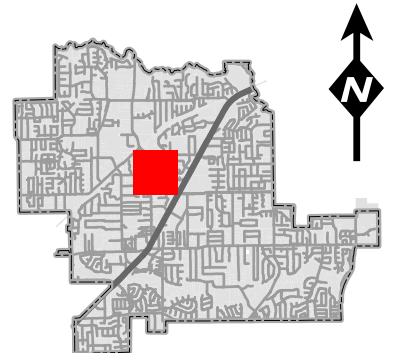
Notification Map



PC25-011

6105 Pleasant Run Road

-  Parcels to be notified
-  Buffer
-  Subject Property



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

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	_____		

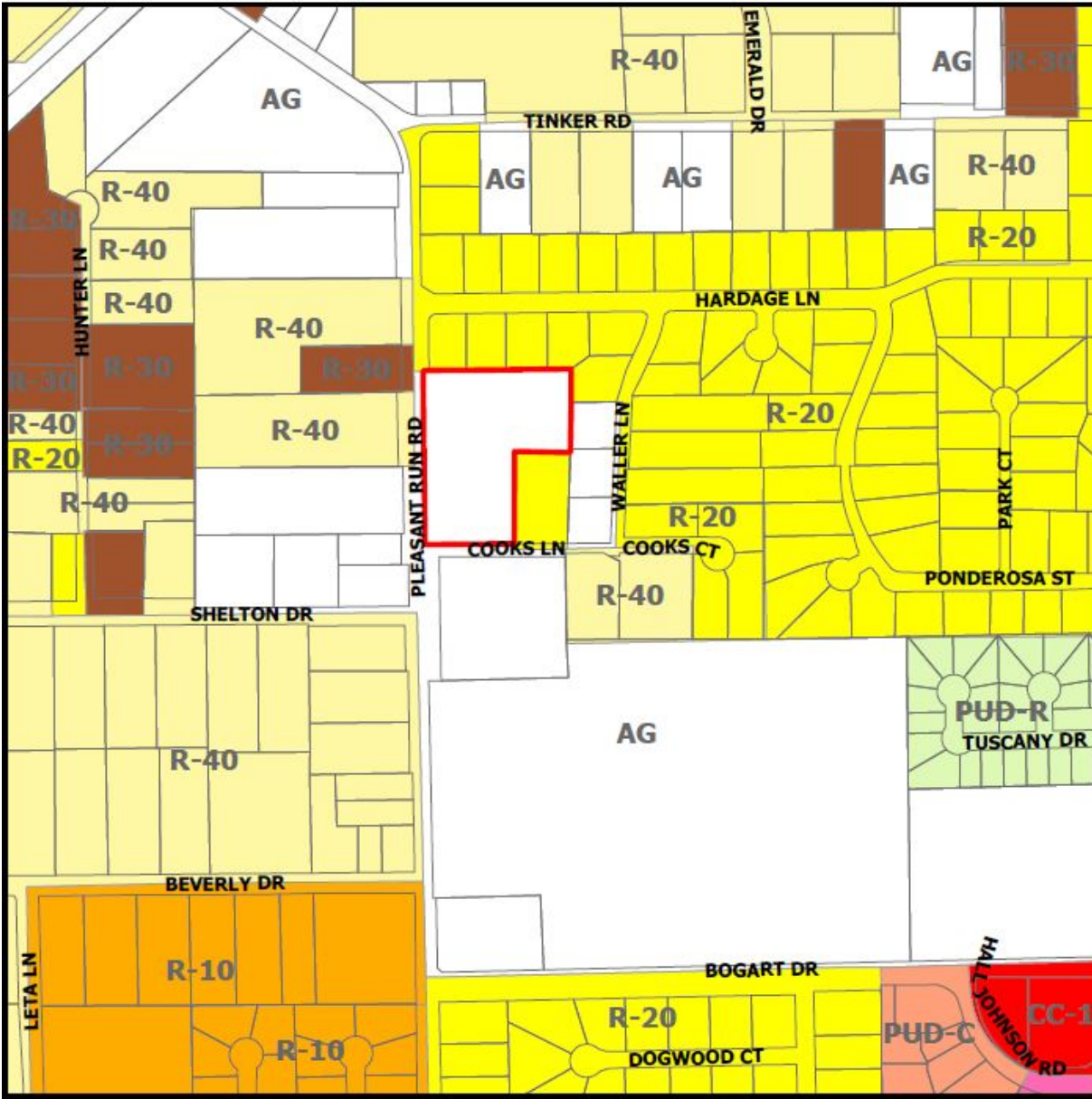
ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map



PRELIMINARY PLAT
G.G. COOKS PLACE

[illegible]

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

Owners Name

STATE OF TEXAS

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 purposes and considerations therein expressed, and the contents hereof stated.

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

My printed name _____

My commission expires:

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

City of Colleyville

ity Secretary

WHEREAS The City Council of the City of Colleyville, Texas voted affirmatively on this 20th day of November 2010 to approve this Ordinance;

Date _____

ose of this plat is to subdivide one lot
into two.
PRELIMINARY PLAT
G.G. COOKS PLACE

FIELD NOTE DESCRIPTION
4.188 ACRE TRACT

[illegible]

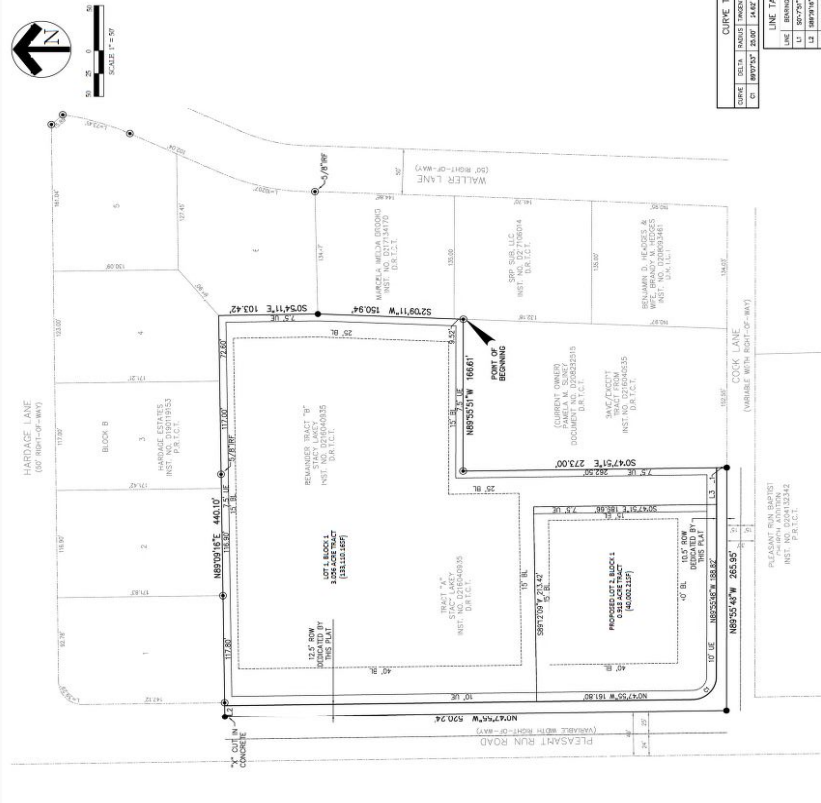
THENCE, N 89° 55' 31" W, with the north line of said Silvery tract, a distance of 166.61 feet to the northeast corner of said tract, and
THENCE, S 00° 47' 31" E, with the west line of said Silvery tract, a distance of 273.00 feet to a 1/2" x 2" toe nail with yellow plastic cap stamped "AC" set at the north line at the northeast corner of said Silvery tract and being the most southerly southwest corner of said tract.

THENCE, N 89° 55' 48" W, with said north line, a distance of 265.96 feet to a 1/2" x 2" toe nail with yellow plastic cap stamped "AC" 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' 31" W, with said east line, a distance of 520.24 feet to an "x" cut

[illegible]

FIELD NOTE DESCRIPTION	
0.918 ACRE TRACT (LEASE)	

[illegible]

CURVE TABLE					
CURVE	CH/TA	RADIUS	TANGENT	LENGTH	CHORD
C1	88°57'53"	20.50'	14.62'	38.89'	54°57'52" 35.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°-79°-7"E	10.50'
L2	S18°-19'-10"W	15.00'
L3	S66°-55'-48"E	42.00'

NOTES

CONGO



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a

Agenda Date 6/17/2025

Number Resolution R-25-5051

Type Resolution

Department Engineering

Title

Approving support of the Heritage Avenue Bike Trail and Sidewalk Improvements Project and requests for funding through the Texas Department of Transportation 2025 Transportation Alternatives Set-Aside (TA) Program

Explanation

Reading and Public Hearing

Staff is submitting the Heritage Avenue Bike Trail and Sidewalk Improvements Project for grant consideration through the 2025 Transportation Alternatives Set-Aside (TA) Program. The TA Program requires City Council approval of a resolution with a commitment to funding the project if the grant is awarded, prior to the grant being considered.

This Project will connect off-street pedestrian and bicycle facilities along Heritage Avenue from Cheek-Sparger Road to Guadalupe Drive.

This item seeks City Council approval of the resolution with a commitment to the project development and local match funding if approved. The estimated cost of the project is \$400,582 with local participation of \$80,116.

Financial Impact

If the City were to receive the requested grant, funding is available for the 20% local match. The local contribution could be appropriated from one or more of the following funding sources: Capital Projects Fund, Colleyville Tomorrow Fund, Parks Tomorrow Fund, Voluntary Park Fund, or the Colleyville Economic Development Corporation Fund.

Recommendation

Approve

Attachments

1. Resolution R-25-5051

RESOLUTION R-25-5051

A RESOLUTION SUPPORTING THE CITY OF COLLEYVILLE'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, estimates, and environmental documentation) and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Colleyville would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds.

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

- Sec. 1 THAT the City Council supports funding the Heritage Avenue Bike Trail and Sidewalk Improvements project as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, department's direct state cost for oversight, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, and financing.
- Sec. 2 THAT the City of Colleyville is willing and able to enter into an agreement with the department by resolution, should the project be selected for funding.

AND IT IS SO RESOLVED.

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
---	--------------------------



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7b

Agenda Date 6/17/2025

Number Resolution R-25-5052

Type Resolution

Department Engineering

Title

Approving support of the Cheek-Sparger Shared Use Path Project and requests for funding through the Texas Department of Transportation 2025 Transportation Alternatives Set-Aside (TA) Program

Explanation

Reading and Public Hearing

Staff is submitting the Cheek-Sparger Shared Use Path Project for grant consideration through the 2025 Transportation Alternatives Set-Aside (TA) Program. The TA Program requires City Council approval of a resolution with a commitment to funding the project if the grant is awarded, prior to the grant being considered.

This Project will include installation of a 10' shared use path from Bedford Road, extending to Silverwood Lane. The total length of the project is approximately 2.4 miles.

This item seeks City Council approval of the resolution with a commitment to the project development and local match funding if approved. The estimated cost of the project is \$2,607,300 with local participation of \$521,460.

Financial Impact

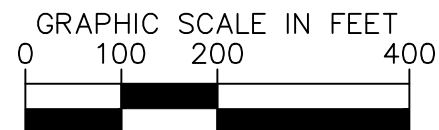
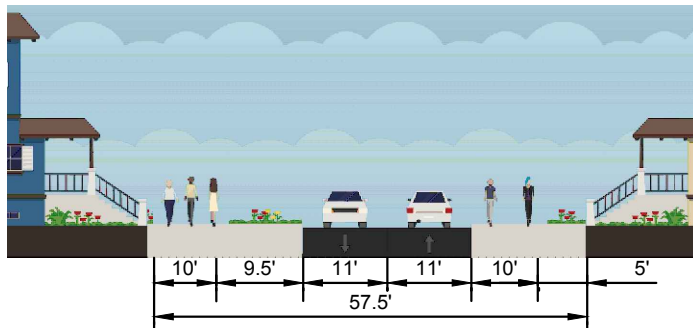
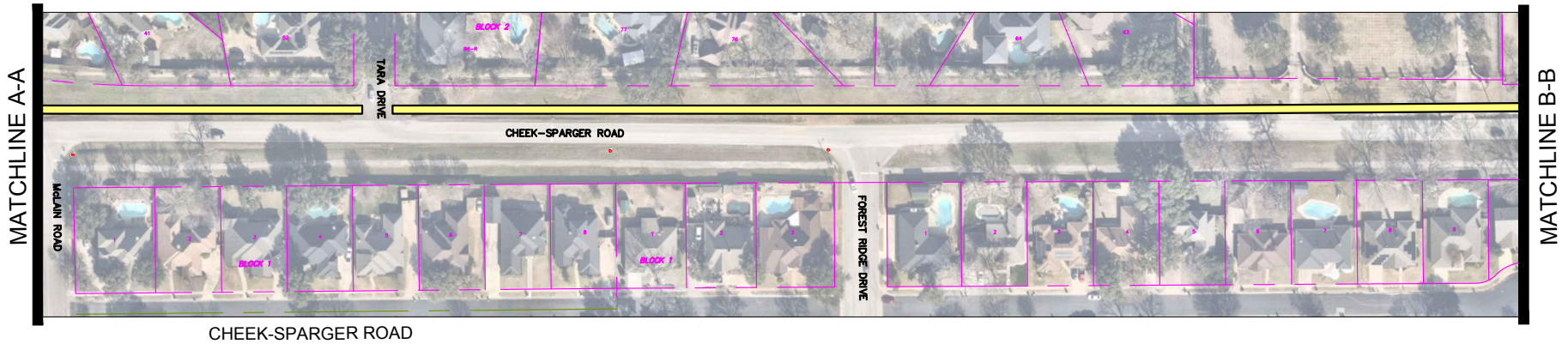
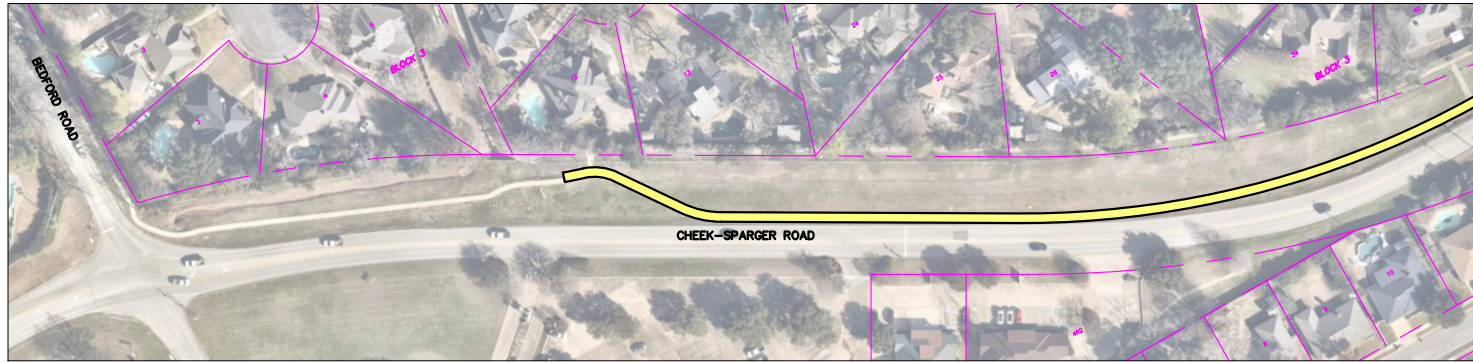
If the City were to receive the requested grant, funding is available for the 20% local match. The local contribution could be appropriated from one or more of the following funding sources: Capital Projects Fund, Colleyville Tomorrow Fund, Parks Tomorrow Fund, Voluntary Park Fund, or the Colleyville Economic Development Corporation Fund.

Recommendation

Approve

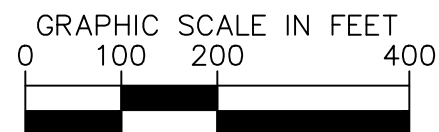
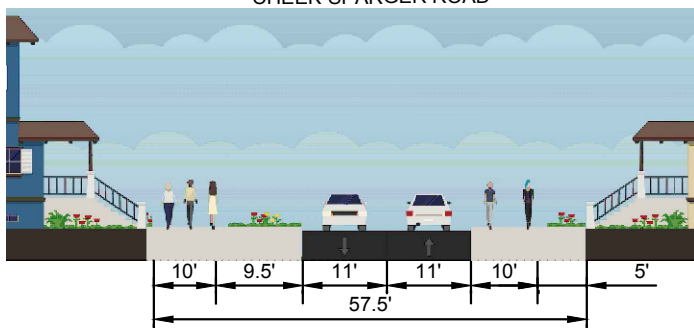
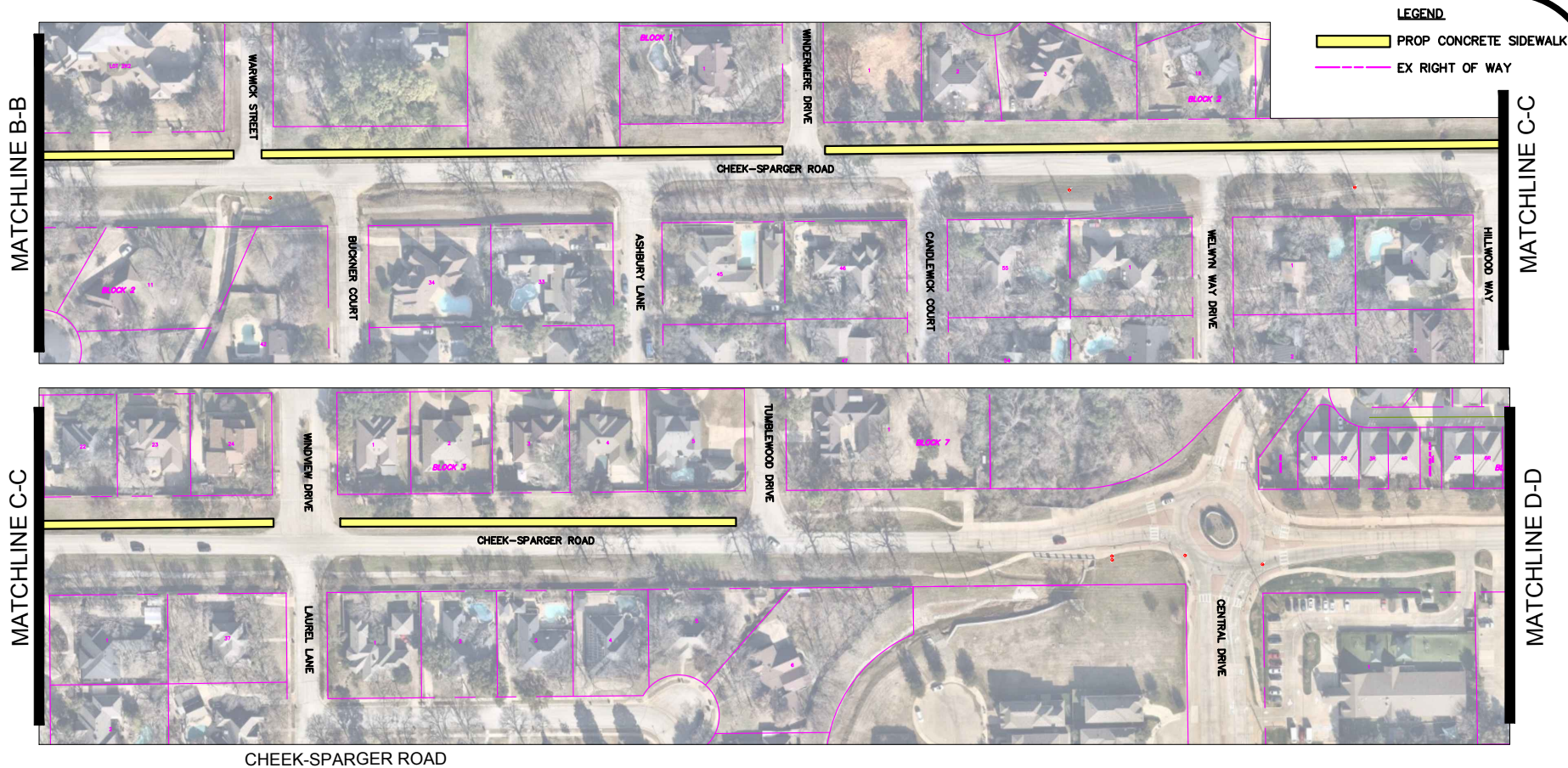
Attachments

1. Conceptual Layout
2. Resolution R-25-5052



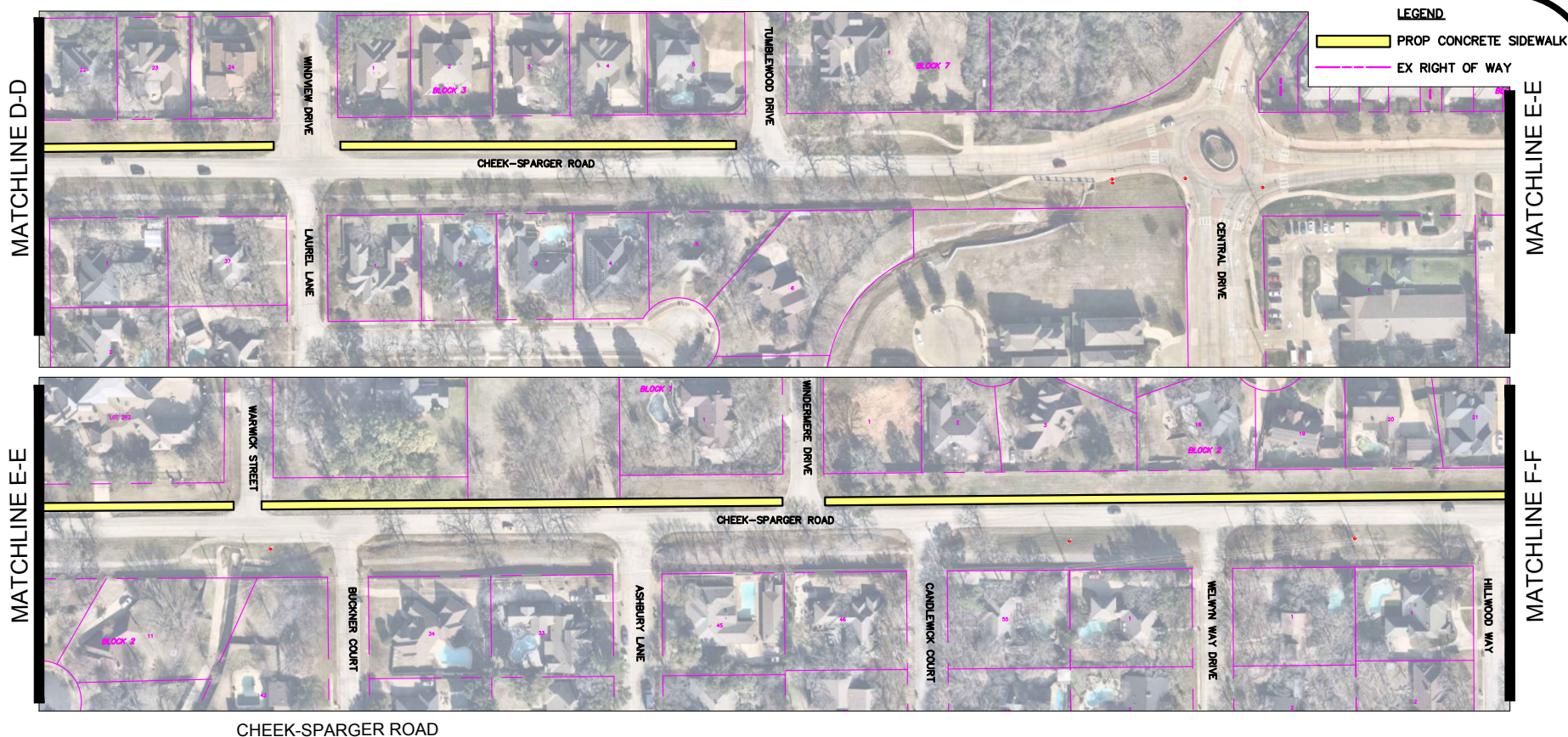
SHEET 1 OF 5

CHEEK-SPARGER ROAD - CONCEPTUAL LAYOUT - JUNE 2025

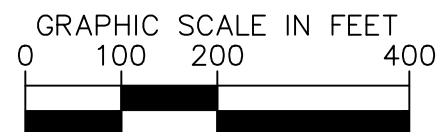
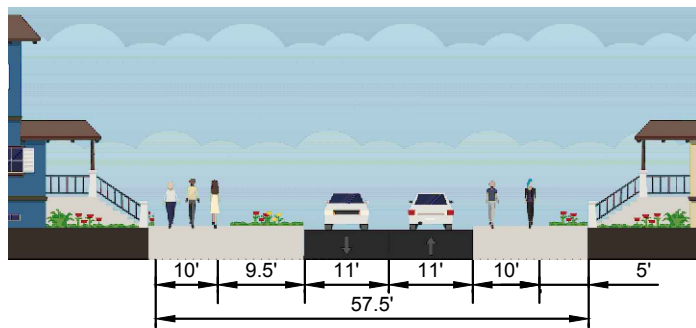


SHEET 2 OF 5

CHEEK-SPARGER ROAD - CONCEPTUAL LAYOUT - JUNE 2025

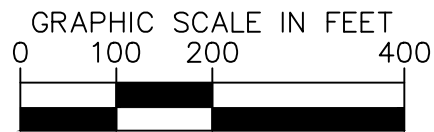
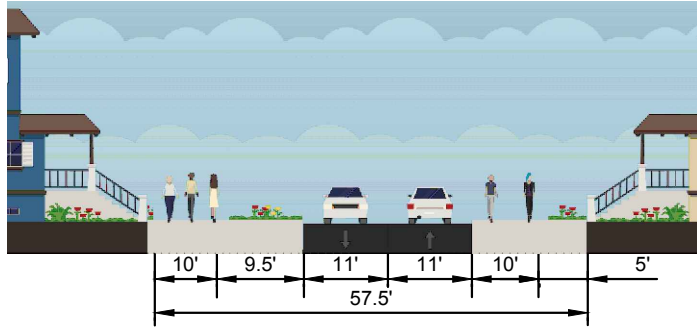
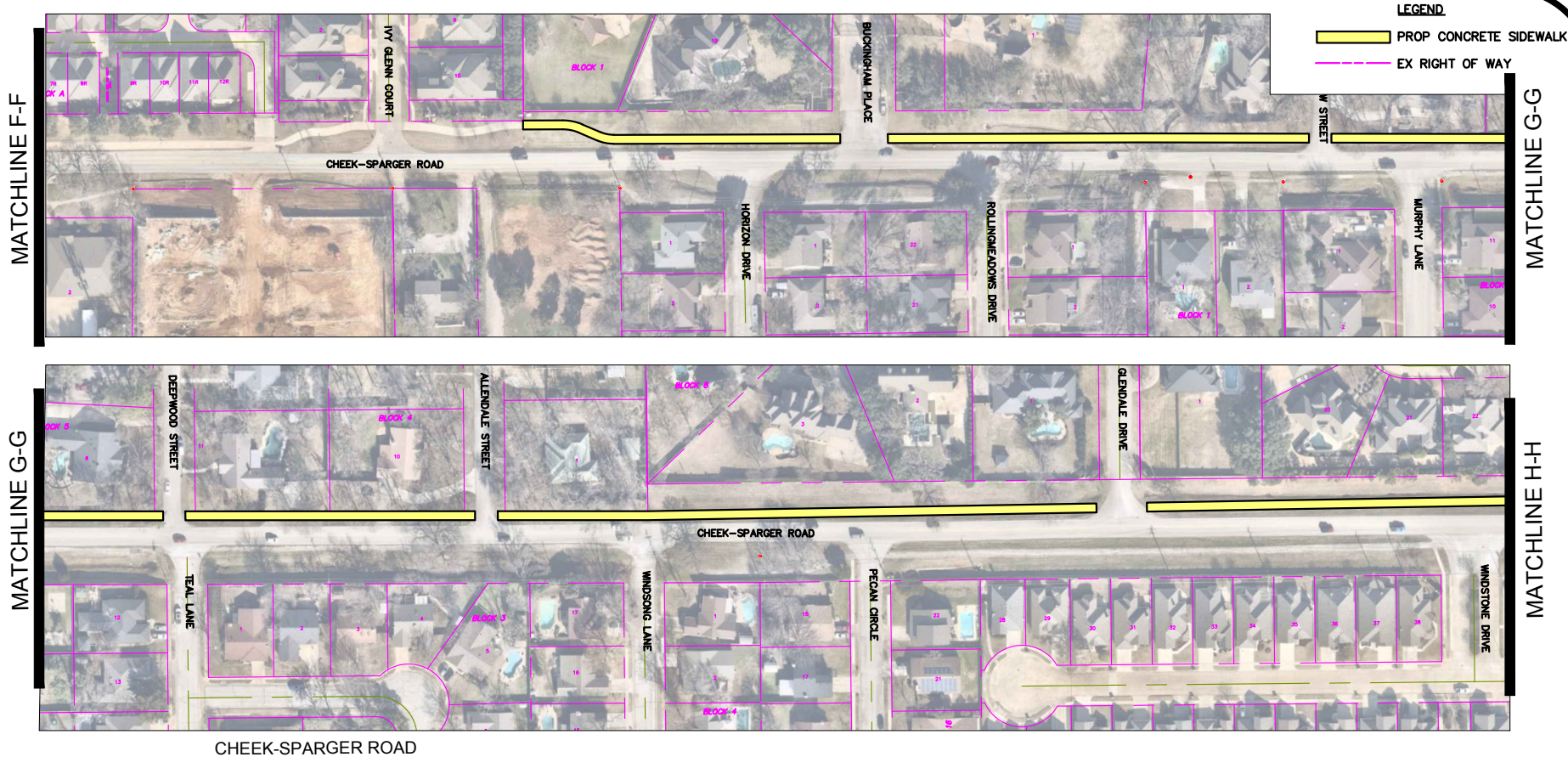


CHEEK-SPARGER ROAD



SHEET 3 OF 5

CHEEK-SPARGER ROAD - CONCEPTUAL LAYOUT - JUNE 2025

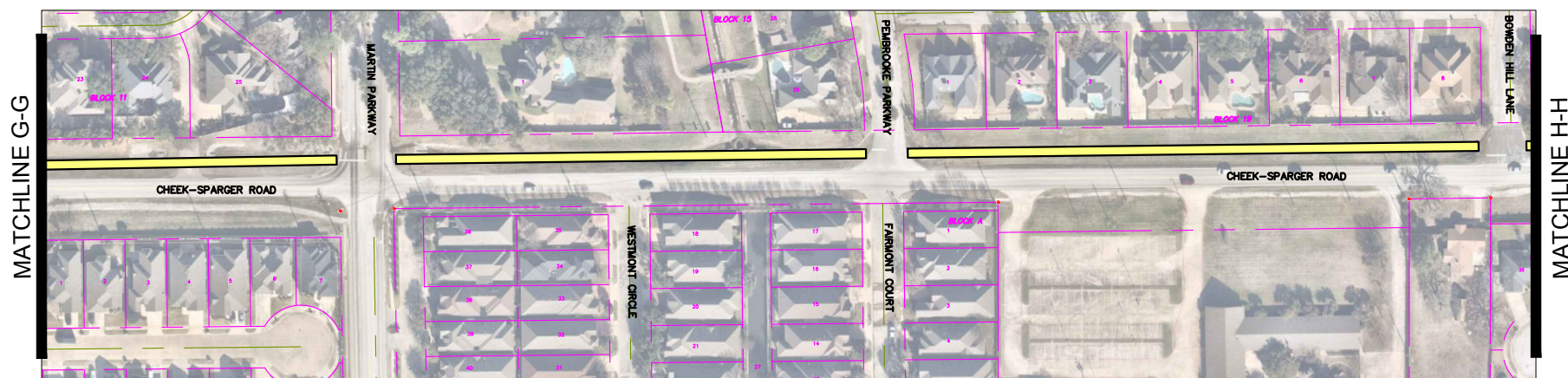


SHEET 4 OF 5

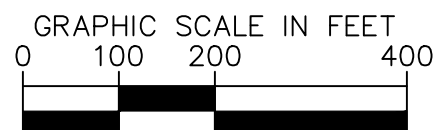
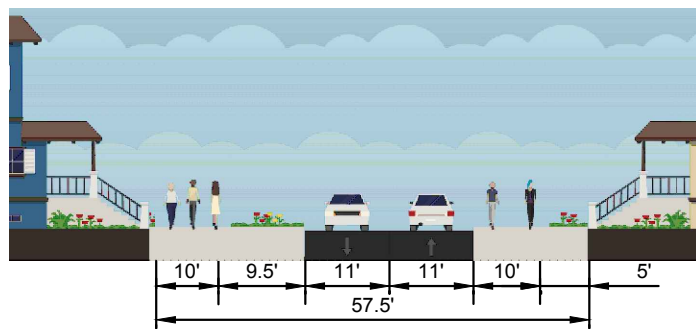
CHEEK-SPARGER ROAD - CONCEPTUAL LAYOUT - JUNE 2025

LEGEND

- PROP CONCRETE SIDEWALK
- EX RIGHT OF WAY



CHEEK-SPARGER ROAD



SHEET 5 OF 5

CHEEK-SPARGER ROAD - CONCEPTUAL LAYOUT - JUNE 2025

RESOLUTION R-25-5052

A RESOLUTION SUPPORTING THE CITY OF COLLEYVILLE'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, estimates, and environmental documentation) and construction of pedestrian and/or bicycle infrastructure; and

WHEREAS, the TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Colleyville would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds.

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

- Sec. 1 THAT the City Council supports funding the Cheek-Sparger Shared Use Path Project as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, department's direct state cost for oversight, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, and financing.
- Sec. 2 THAT the City of Colleyville is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

AND IT IS SO RESOLVED.

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
---	--------------------------



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 9

Agenda Date 6/17/2025

Type Report

Department City Secretary

Title

Colleyville Library Board Minutes - April 14, 2025

Planning and Zoning Commission Minutes - May 12, 2025

Planning and Zoning Commission Worksession Minutes - May 27, 2025

Attachments

1. Colleyville Library Board Minutes - April 14, 2025
2. Planning and Zoning Commission Minutes - May 12, 2025
3. Planning and Zoning Commission Worksession Minutes - May 27, 2025



CITY OF COLLEYVILLE COLLEYVILLE LIBRARY BOARD MINUTES

110 Main Street, Colleyville, Texas, 76034

MONDAY APRIL 14, 2025 - 6:00 PM

1. CALL TO ORDER

Chair Al Cain called the meeting of the Colleyville Library Board to order at 6:00 p.m.

Present: Chair Al Cain, and Board members: Wanda Cotter, Kay Newton, Molly Skinner, Joseph Stout, Darrell Brown, David Thach. City staff: Library Director Jack Pawlowski and Library Outreach and Program Coordinator Dina Bayles.

Absent: NA

2. APPROVAL OF MINUTES

December 9, 2024

A motion was made by Molly Skinner and seconded by Wanda Cotter to approve the December 9, 2024 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Overview of the 2025 Summer Reading Program

Jack Pawlowski introduced the Summer Reading theme and T-shirt designs. Library Program and Reading Challenge Registration opens on Monday, May 19th at 10:00 AM. The finale is scheduled for Friday, July 25th. The Kick-Off is being planned, events being added to the calendar and brochure will be released end of April. Handouts with Story Times and classes are already being shared with patrons as they plan their summer.

3b Fiscal Year 2026 Budget Process

Director Pawlowski shared the budget process has begun as meetings have already started. Final approval by Council in September, with Voluntary Budget turned in during August and to council in September. David Thach inquired about how the Library is funded. Director Pawlowski clarified that the Library is funded by the General (property taxes), CEDC (percentage of sales tax for leisure services) and the Voluntary Library fund which is the \$2.00 donation option in the water bill.

Director Pawlowski addressed the Institute of Museum and Library Services (IMLS) March presidential executive order funding cuts. The IMLS funds several services throughout the state such as Boundless and ILL reimbursement grants. On April 3rd, the state was notified from IMLS that there was no more information regarding funding from them. E-Read Texas (Boundless auxiliary app) is fully funded by the state and somewhat funded by IMLS. New titles are not being added, but what is currently there is still accessible. The longevity of the Boundless platform is unknown until more information regarding funding is available. TexShare Databases which are primarily for research are IMLS funded as well. More information to come, and the state library is waiting to get more information. The Library has studied the impact to the Library, and we have no major services that run from a state grant. Since we are fully funded by the city, we should not see any real impact to our services. The Library is waiting for more information from the Texas State Library Archives Commission to understand the full impact of supplemental service that Colleyville receives.

Board Member Wanda Cotter inquired about HB 3225 regarding juvenile restrictions to sexually explicit material access in public libraries. Library Director Pawlowski indicated that staff is reviewing the bill's language and discussing procedural changes should the bill be signed into law.

Kay Newton inquired about donation policy changes and Director Pawlowski advised an updated collection development policy and city donations policy are being reviewed.

3c Discussion of Items for Future Agendas

No future items for discussion.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics

Director Pawlowski noted the statistics were good with Circulation up 2%, and Remote Locker usage up due to Winter Reading bingo card, especially in February with \$35 Colleyville restaurant card promotion. Remote Locker usage in March was somewhat maintained with the extra visibility from February and Rec Center usage. Program attendance has been good; however, gate count is down overall due to the last early voting cycle from October of last year. David Thach questioned the circulation number being up versus the gate count and if this was due to Cloud Library or the number of physical items being checked out per patron. Pawlowski indicated that the Cloud Library usage is higher and the number of items per checkout may have been higher due to new Spring Break programming. Molly

Skinner asked about the number of resident versus non-resident library card holders. Resident card holders make up roughly 85% of total patron's and program attendance is around 80% resident card holders.

B. Donations

The library received a donation of \$200 from Colleyville Rummikub and a \$250 donation from the Colleyville Garden Club. The Colleyville Woman's Club is awarding a \$2,500 grant to the Library for the purchase of memory care kits to support the community.

4b Friends of the Colleyville Public Library Report

Kay Newton reported that over 5,000 books were brought to Thrift Books in Dallas, and some were selling. About half were recycled, but there were items they were wanting to get rid of. The rest are selling although at a smaller profit back to the Friends than through Better World Books. Inside the Library book sales are roughly \$80-\$100 per month in sales. A spring sale is being considered on a more defined scale such as Children's or Adult only book sales. Director Pawlowski has asked for funds for upcoming programs and author luncheons, which are available as needed.

4c Colleyville Public Library Foundation Report

No Foundation members present and their next meeting is in May.

5. ADJOURNMENT

A motion was made by Kay Newton and seconded by Darrell Brown to adjourn the meeting of the Colleyville Library Board at 6:32 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 8 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 9th DAY OF June 2025.

Minutes taken and prepared by:



Dina Bayles
Library Outreach and Program Coordinator



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, MAY 12, 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 May 12, 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.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on May 12, 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** April 14, 2025 Planning and Zoning Commission Meeting Minutes
April 28, 2025 Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Savoie made a motion to approve the April 14, 2025 Planning and Zoning Commission Meeting Minutes and the April 28, 2025 Planning and Zoning Worksession meeting minutes.

Vice Chair Groves 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** 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

Jacquelyn Reyff presented case PC25-012 and briefed the Commission on the Replat request, the applicant is wishing to split the property into two separate lots.

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

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

**Commissioner Remley made a motion to approve Case PC25-012.
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

2b 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

Jacquelyn Reyff presented case ZC25-007 and briefed the Commission on the request. Staff advised the property has an existing accessory building that is not currently being used as a dwelling, this request is to remodel the building into a dwelling for family members.

Shane Donovan, 760 Bandit Trail, Keller, the applicant spoke on the case stating he was available to answer any questions the commission may have. There was discussion regarding who would be staying within the proposed dwelling, Mr. Donovan stated it would be for part time visits for the residents family and that the dwelling would not be rented out. The homeowner had some questions regarding if family would be allowed to live within the dwelling fulltime. Ben Bryner stated that it would be okay for part time or full time as the SUP is to allow the use of the dwelling.

The public hearing was opened at 7:11 p.m.

With no one wishing to speak, the public hearing was closed at 7:11 p.m.

**Commissioner Savoie made a motion to approve Case ZC25-007.
Vice Chair Groves seconded the motion.**

The motion was carried by the following vote:

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

2c 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

Kristopher Potts presented case ZC25-009 and briefed the Commission on the request. The request is to allow an existing massage therapy business to remain operating. The applicant was not aware the Special Use Permit was required for the massage therapy use.

Neeloufar Saleh, 6125 Roaring Springs Dr, North Richland Hills, the applicant spoke on her case and stated she started her practice 5 years ago and she was unaware of the additional permitting required to perform massage in Colleyville. There was also discussion regarding including the TDLR requirements for massage therapy within the ordinance.

The public hearing was opened at 7:17 p.m.

With no one wishing to speak, the public hearing was closed at 7:17 p.m.

**Commissioner Obinabo made a motion to deny case ZC25-009.
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** 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

Kristopher Potts presented case ZC25-010 and briefed the Commission on the rezoning request and provided some background on the property.

Tom Dayton, 704 Central Parkway E Plano, the applicant spoke on his case and stated he was available to answer any questions the commission may have.

The public hearing was opened at 7:20 p.m.

With no one wishing to speak, the public hearing was closed at 7:20 p.m.

**Commissioner Savoie made a motion to approve Case ZC25-010.
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 -**

- 2e** Consideration of a Special Use Permit for a residential carport on Lot 40, Block 2, Tara Plantation Addition, located at 1410 Plantation Drive North, Case ZC25-011

THIS CASE WAS WITHDRAWN BY THE APPLICANT PRIOR TO THE MEETING

3. CITIZEN COMMENTS

The public forum opened at 7:21 p.m.

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

4. ADJOURNMENT

The meeting adjourned at 7:22 p.m.

The minutes were written and prepared by:

Kristopher Potts

Kristopher Potts
Planner

The meeting minutes were approved on June 9, 2025 by a vote of 5-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MAY 27, 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 May 27, 2025, at 6:15 p.m.

Roll Call

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

Absent:

Staff Present: Ben Bryner, Kristopher Potts, and Bethany Lopez

Also Present: Fire Marshal, Rob Mckeown

2. WORKSESSION AGENDA ITEMS

- 2a** Presentation and discussion of a Special Use Permit for a fence on Lot 3, Block 1, of the McCrady Addition, located at 5820 Bransford Road, Case ZC25-012

Kristopher Potts presented the case and briefed the Commission on the Special Use Permit Request. There was discussion regarding the lot size of the property and other nearby fencing types.

- 2b** Presentation and discussion of a Special Use Permit for a fence on Lot 8R, Block 3, of the Oaks of Colleyville Addition, located at 600 Hunter Trail, Case ZC25-013

Kristopher Potts presented the case and briefed the Commission on the Special Use Permit Request. There was general discussion regarding the orientation of the property.

- 2c** Presentation and discussion of a Special Use Permit for a fence on Lot 35, Block 12, of Ross Downs Estates, located at 6701 Carriage Lane, Case ZC25-014

Kristopher Potts presented the case and briefed the Commission on the Special Use Permit Request. There was discussion regarding the material of the new fence and how far off the property line the fence would be situated.

3. ADJOURNMENT

The meeting adjourned at 6:27 p.m.

The minutes were written and prepared by:

Kristopher Potts

Kristopher Potts
Planner

The meeting minutes were approved on June 9, 2025 by a vote of 5-0.

RESOLUTION R-25-5053

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JUNE 17, 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 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
City Secretary, TRMC

Bobby Lindamood
Mayor