



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

WEDNESDAY, OCTOBER 8, 2025

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

CALL TO ORDER

- WS-1** Discussion of lot coverage and impervious coverage regulations
WS-2 Discussion of flag poles at the gateway towers
WS-3 Discussion of the October 8, 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:
Bishop Ed Smyth, Church of Jesus Christ of Latter Day Saints
PLEDGE OF ALLEGIANCE: City Attorney**

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5077

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation presentation recognizing October as National Chiropractic Health Month - Mayor Bobby Lindamood and Steven Dotson, DC

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5078

4a Approval of the minutes of the regular City Council meeting of September 16, 2025

4b Approval of the third amendment to the Construction Services Agreement with Alderink Enterprises, Inc. dba CI Pavement, for the FY2026 Miscellaneous Concrete Repair Project, in an amount not to exceed \$700,339.49, and authorizing the City Manager to execute the amendment

4c Approval of a Construction Services Agreement with O & J Coatings, Inc. for the Hall-Johnson and McPherson Elevated Storage Tank Rehabilitation Project, in an amount not to exceed \$1,191,000, a contingency amount not to exceed \$119,000, and an inspection services amount not to exceed \$45,000, and authorizing the City Manager to execute the agreement

4d Approval of a third amendment to the Contractor Services Agreement with The Lawn Firm, Inc., for the FY2026 Tree Trimming Contract, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the amendment

4e Approval of the third amendment to the Construction Services Agreement with Whitmore & Sons, Inc., for the FY2026 Ground Maintenance Mowing Agreement, in an amount not to exceed \$251,784.52, and authorizing the City Manager to execute the amendment

4f Approval of the second amendment to the Contractor Services Agreement with Oriental Building Services, Inc. in an amount not to exceed \$301,997.62, plus a five percent contingency amount of \$14,610.28, and authorizing the City Manager to execute the agreement

4g Approval of the fourth one-year renewal term with Stripe-A-Zone, LLC for the FY2026 Miscellaneous Pavement Marking Contract in an amount not to exceed \$150,000, and authorizing the City Manager to execute the agreement

- 4h** Approval of a Construction Services Agreement with Dallas Harmony Construction, LLC for the Colleyville Center Window Replacement Project, in an amount not to exceed \$252,440.04, a contingency amount not to exceed \$30,000, and authorizing the City Manager to execute the agreement
- 4i** Nominating candidate(s) to the Tarrant Appraisal District (TAD) Board of Directors

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

5a Ordinance O-25-2347

An ordinance extending the term of the Tax Increment Financing District (TIRZ), expanding the boundaries, and increasing the project costs

5b Ordinance O-25-2348

Consideration of a Special Use Permit for a dog boarding use to operate on Lot 2A, Block 6R, of the Woodbriar Estates West Addition, located at 3811 Colleyville Boulevard, Case ZC25-021

5c Ordinance O-25-2349

Consideration of a Special Use Permit for Alcoholic Beverage Sales-On-Premises Consumption on Lot 13R, Block 2, of the Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC25-022

5d Ordinance O-25-2350

Consideration of a Special Use Permit for an accessory building on Lot 14R, Pecan Park Estates, located at 5912 Ponderosa Street, Case ZC25-023

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-25-5079

Consideration of a variance to the maximum building height regulations of the CC-1 Village retail district on Lot 2, Block 1, of the First Baptist Church-Colleyville subdivision, being located at 1007 Church Street, VC25-003

6b Resolution R-25-5080

Consideration of a variance to the lot size (area) regulations of the RD Two-Family Residential district on Lot 7, Block 4, of the Saddlebrook Addition, being located at 4307 Brookhollow Drive, VC25-004

6c Resolution R-25-5081

A resolution denying Oncor Electric Delivery Company LLC's application to change rates within the City

7. CITIZEN COMMENTS

8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR WEDNESDAY, OCTOBER 8, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5082

9. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Thursday, October 2, 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 10/8/2025

Type Worksession

Department Community Development

Title

Discussion of lot coverage and impervious coverage regulations

Explanation

Staff has experienced an increase in the enforcement of the maximum lot coverage regulation. This is due to a recent trend of single-story home construction and expansions. This item provides for discussion on whether an amendment to the Land Development Code is appropriate which would either eliminate the maximum lot coverage regulation or increase the percentage allowed.

Attachments

1. Presentation of Amendments to Ch. 3 of the Land Development Code



Lot Coverage vs. Impervious Coverage

October 8, 2025
Council Worksession



Lot Coverage. The percentage of the total lot area occupied by the footprint of the buildings located on the lot.

- Rule of thumb: includes anything “under-roof”

Impervious Coverage. The combined area occupied by all principal and accessory buildings, structures, and paved parking, patio, sidewalk and driveway areas.

- Added to the LDC in December 2018 with a goal to protect green space

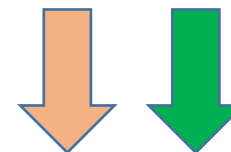
Recent Issues

- Single-story trend
- Outdoor space: pavement authorized but no additional enclosure/covering is permitted

The ultimate goal is to protect green/open space.

SECTION 3.24.G – SCHEDULE OF DISTRICT REGULATIONS

MAXIMUM RESIDENTIAL DENSITY; MINIMUM LOT SIZE REQUIREMENTS; MINIMUM YARD REQUIREMENTS; MAXIMUM BUILDING HEIGHT; MAXIMUM LOT COVERAGE; OUTDOOR STORAGE; SCREENING; AND, HOURS OF OPERATION



(See District Regulations Notes following Section 3.24.F for explanation of letters in charts)

Zoning Districts		Minimum Lot Size Requirements				Max. Lot Size	Minimum Yard Requirements**			Max. Building Height		Max. Lot Coverage	Max. Impervious Coverage
		Area (sq. ft.)		Min. Width in feet	Min. Depth in feet		Front/Street ROW Side (feet)	Internal Side (feet)	Rear (feet)	Stories	Feet	Percent	Percent
Classification		Per Family	Total										
AG	Agricultural	130,680	130,680	200	300	n.a.	40'	25'	40'	2.5	35'	20%	50%
RE	S.F. "Estate" Residential	80,000	80,000	200	300	n.a.	40'	25'	40'	2.5	35'	20%	50%
R-40	Single Family Residential	40,000	40,000	150'	150'	n.a.	40'	15'	25'	2.5	35'	20%	50%
R-30	Single Family Residential	30,000	30,000	125'	125'	n.a.	35'	10'	25'	2.5	35'	25%	55%
R-20	Single Family Residential	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30%	60%
R-15	Single Family Residential	15,000	15,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30%	60%
R-D	Two Family Residential	4,000	8,000	70'	115'	n.a.	25'	10'	25'	2.5	30'	50%	60%
R-MF	Mufty-Family Residential (zoned after June 16, 1961)	2,700	18,000	70'	115'	n.a.	25'	10'	25'	2.0	30'	50%	80%
R-MF	Mufty-Family Residential (zoned before June 16, 1961)	1,500	10,000	70'	115'	n.a.	25'	10'	25'	3.0	30'	75%	80%
MH	Mobile Home (Minimum size of mobile home park - 40 spaces)	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	30'	30%	40%
C-PO	Professional Office Commercial	n.a.	7,200	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%
CN	Neighborhood Commercial	n.a.	10,000	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%
CC1	Village Retail	n.a.	15,000	150'	120'	5 acres	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	50%	80%
CC2	Shopping Center	n.a.	20,000	150'	120'	none	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	60%	80%
CC3	Highway Commercial	n.a.	10,000	150'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	70%	80%
ML	Light Manufacturing	n.a.	10,000	100'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	60%	80%

Example – Preston Manor

R-20 District

Lot Area: 20,038 SF

Max. Lot Coverage = 30%

Max. Impervious Coverage = 60%

House = 6,048 SF = **30%**

Driveway & Sidewalk = 1,279 SF

Pool & Deck = 1,629 SF

Total Impervious = 8,956 SF = **44.7%**



Example – Legacy North

PUD-R with R-20 District Standards

Lot Area: 20,002 SF

Max. Lot Coverage = 30%

Max. Impervious Coverage = 60%

House = 5,912 SF = **29.6%**

Driveway & Sidewalk = 2,612 SF

Pool & Deck = 1,788 SF

Total Impervious = 10,312 SF = **51.6%**



Example – Oak Alley



PUD-C with R-30 District Standards

Lot Area: 30,011 SF

Max. Lot Coverage = 25%

Max. Impervious Coverage = 55%

House = 7,493 SF = **24.97%**

Driveway & Sidewalk = 3,290 SF

Pool & Deck = 2,767 SF

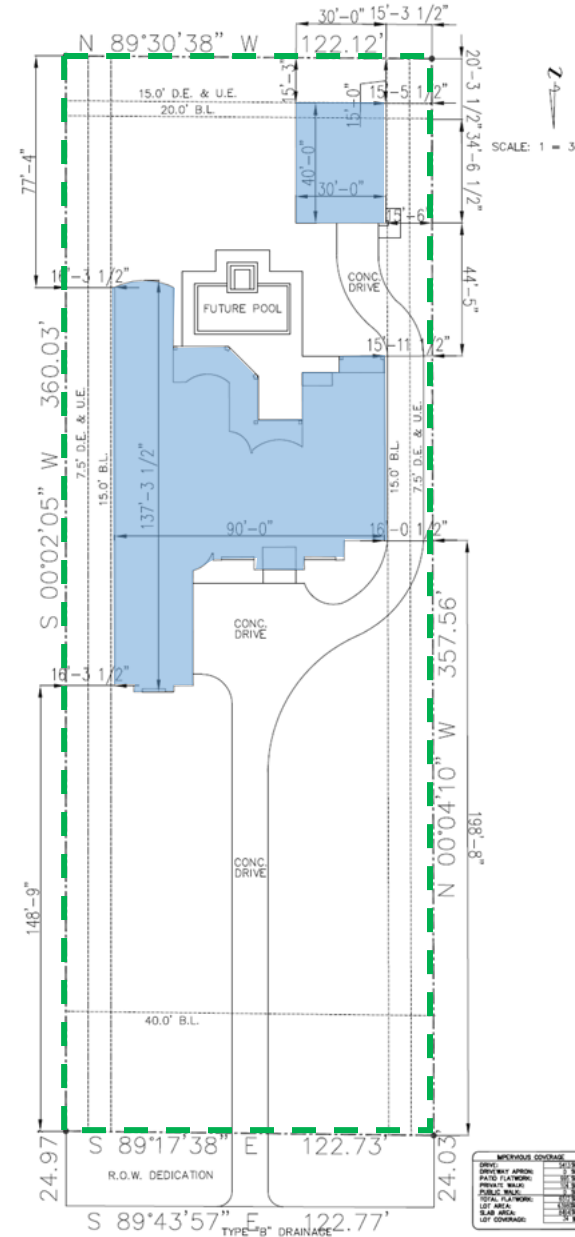
Total Impervious = 13,550 SF = **45.15%**



Max. Impervious Coverage = 50%

Pool & Deck = 2,150 SF

Total Impervious = 17,265 SF = **39.25%**



Option #1: Eliminate the lot coverage regulation

- Only utilize the impervious coverage %
- Will allow for additional square footage of structures, both enclosed and open
- Will increase the amount of building mass (density) on the lot
 - potentially by significant amount

Option #2: Increase the lot coverage %

- Increase for each zoning district (5%? 10%?)

Option #3: Increase the lot coverage for selected types of buildings

- Can apply to single-story homes only?
- Increase by 4% but only for accessory buildings *{recommended}*
 - Example for R-20:

Lot Coverage for House:	30%	
Additional for Accessory Bldg:	4%	(total lot coverage = 34%)
Impervious Coverage:	60%	

Option #4: No change

Example – Preston Manor



R-20 District

Lot Area: 20,038 SF

Max. House Lot Coverage = 30%

Max. Accessory Bldg Size = 4%

Total Lot Coverage = 34%

Max. Impervious Coverage = 60%

House = 6,048 SF = **30%**

Patio Cover/Storage = 800 SF = 4%

Driveway & Sidewalk = 1,279 SF

Pool & Deck = 1,629 SF

Total Impervious = 9,756 SF = **48.7%**



Example – Oak Alley



PUD-C with R-30 District Standards

Lot Area: 30,011 SF

Max. House Lot Coverage = 25%

Max. Accessory Bldg Size = 4%

Total Lot Coverage = 29%

Max. Impervious Coverage = 55%

House = 7,493 SF = **24.97%**

Patio Cover/Storage = 1,200 SF = 4%

Driveway & Sidewalk = 3,290 SF

Pool & Deck = 2,767 SF

Total Impervious = 14,750 SF = **49.15%**



Questions/Comments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 10/8/2025

Type Worksession

Department City Manager

Title

Discussion of flag poles at the gateway towers

Explanation

This item provides for the discussion of flag poles at the gateway towers.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 10/8/2025

Type Worksession

Department City Secretary

Title

Discussion of the October 8, 2025, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 10/8/2025

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-25-5077

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF OCTOBER 8, 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 8TH DAY OF OCTOBER 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 10/8/2025

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation presentation recognizing October as National Chiropractic Health Month - Mayor Bobby Lindamood and Steven Dotson, DC

Attachments

RESOLUTION R-25-5078

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 8, 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 September 16, 2025
 - b. Approval of the third amendment to the Construction Services Agreement with Alderink Enterprises, Inc. dba CI Pavement, for the FY2026 Miscellaneous Concrete Repair Project, in an amount not to exceed \$700,339.49, and authorizing the City Manager to execute the amendment
 - c. Approval of a Construction Services Agreement with O & J Coatings, Inc. for the Hall-Johnson and McPherson Elevated Storage Tank Rehabilitation Project, in an amount not to exceed \$1,191,000, a contingency amount not to exceed \$119,000, and an inspection services amount not to exceed \$45,000, and authorizing the City Manager to execute the agreement
 - d. Approval of a third amendment to the Contractor Services Agreement with The Lawn Firm, Inc., for the FY2026 Tree Trimming Contract, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the amendment
 - e. Approval of the third amendment to the Construction Services Agreement with Whitmore & Sons, Inc., for the FY2026 Ground Maintenance Mowing Agreement, in an amount not to exceed \$251,784.52, and authorizing the City Manager to execute the amendment
 - f. Approval of the second amendment to the Contractor Services Agreement with Oriental Building Services, Inc. in an amount not to exceed \$301,997.62, plus a five percent contingency amount of \$14,610.28, and authorizing the City Manager to execute the agreement

- g. Approval of the fourth one-year renewal term with Stripe-A-Zone, LLC for the FY2026 Miscellaneous Pavement Marking Contract in an amount not to exceed \$150,000, and authorizing the City Manager to execute the agreement
- h. Approval of a Construction Services Agreement with Dallas Harmony Construction, LLC for the Colleyville Center Window Replacement Project, in an amount not to exceed \$252,440.04, a contingency amount not to exceed \$30,000, and authorizing the City Manager to execute the agreement
- i. Nominating candidate(s) to the Tarrant Appraisal District (TAD) Board of Directors

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 8TH DAY OF OCTOBER 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 MINUTES
100 Main Street, Colleyville, Texas, 76034

TUESDAY, SEPTEMBER 16, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, September 16, 2025, at 5:31 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Information Services Manager Patrick Stotts, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Community and Events Specialist Keeley Flynn, Finance Director Cassie Smith, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of Standard Microsoft Computing Software

Information Systems Manager Patrick Stotts presented this item which provided information on the City's contracts for Microsoft Licensing and exchange server hardware. Manager Stotts discussed the costs of licenses and hardware, and noted the City has an opportunity to consolidate licensing and migration services.

There was general discussion regarding onsite versus virtual storage and backup systems.

WS-2 Discussion of the September 16, 2025, City Council regular agenda items

Community Development Director noted he has two signboards to provide for City Council direction regarding Chapter 7 of the Land Development Code.

Mayor Lindamood adjourned the Worksession at 5:40 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

Section 551.089 - Security Devices and Security Audits - Discuss or deliberate regarding security assessments or deployments relating to information resources technology

There was no action taken and Mayor Lindamood adjourned Executive Session at 6:57 p.m.

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

The Mayor asked for a moment of silence in honor of former City Councilmember Nelson Thibodeaux and Charlie Kirk.

INVOCATION: Pastor Lanre Sobo, Glory House
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-25-5074

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5075

4a Approval of the minutes of the regular City Council meeting of September 3, 2025

4b Adoption of the Fiscal Year 2026 to 2030 Capital Improvement Program (CIP)

4c Approval of the FY26 City of Colleyville and Colleyville Chamber of Commerce Agreement

- 4d** Approval to enter into a one-year contract with Microsoft, and project plan with Lumos Technology Services, in an amount not to exceed \$124,649.76, and authorizing the City Manager to execute all documents
- 4e** Approval of Fiscal Year 2026 economic development grant programs including 2025 Christmas Gift Card and Colleyville Gives advertising grant, 2026 Restaurant Only Gift Card, 2026 Summer Gift Card, and Great Receipt Race 2026

Mayor Lindamood read Resolution R-25-5075 in its entirety.

Assistant City Manager Mark Wood presented items 4b, 4c, and 4e.

Information Systems Manager Patrick Stotts presented item 4d.

There were no questions.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Graves made a motion to approve Resolution R-25-5075, seconded by Councilmember Holt Gunderson.

The motion was approved by the following vote:

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

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - August 2025

Finance Director Cassie Smith reviewed the August 2025 financial report, noting there is one month of reporting for Fiscal Year 2025. She stated everything is in order and all funds are performing as projected.

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

6a Ordinance O-25-2338

Consideration of a rezoning from PUD-R Planned Unit Development – Residential to RE Single Family Estate Residential on Lot 1, Block 1, of the McCrary Addition, located at 1516 McCain Lane, Case ZC25-018

Mayor Lindamood read the caption of Ordinance O-25-2338.

Community Development Director Ben Bryner presented the zoning request which would allow zoning on 1.9 acres for the development of a new house and accessory building.

Applicant Austin Frisby, Justin, was present to answer questions.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Mayor Pro Tem Elder made a motion to approve Ordinance O-25-2338, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

6b Ordinance O-25-2339

Consideration of a Special Use Permit for a Veterinarian Clinic to operate on Lot 1R1, Block 1, Town Center Colleyville, located at 5615 Colleyville Boulevard, Suite 120, Case ZC25-020

Mayor Lindamood read the caption of Ordinance O-25-2339.

Community Development Director Ben Bryner presented the SUP for a veterinarian clinic to locate in Suite 120 at the Towne Center Shopping Center. He stated at the last meeting, City Council directed staff to add there will be no overnight boarding within the ordinance, and this clarification has been added to the ordinance.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Alphonso made a motion to approve Ordinance O-25-2339, seconded by Councilmember Raine.

The motion was approved by the following vote:

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

6c Ordinance O-25-2340

Consideration of code amendments to the Land Development Code, Chapter 7, Sign Regulations, Case GC25-004

Mayor Lindamood read the caption of Ordinance O-25-2340.

Community Development Director Ben Bryner presented the changes to Chapter 7, Sign Regulations of the Land Development Code. He noted the changes to the commercial signs per City Council direction, have been made.

There was discussion of commercial real estate sign size and length of days for a permit to be valid. Director Bryner provided samples of 3' x 3' and 4' x 3' sign sizes.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Deputy Mayor Pro Tem Richardson made a motion to approve Ordinance O-25-2340, with the amendment to Section 7-190 a. changing the commercial real estate sign size to 4' x 3', and extending the permit time line to 60-day increments, seconded by Mayor Pro Tem Elder.

The motion was approved by the following vote:

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

6d Ordinance O-25-2341

Amending Ordinance O-24-2293 relating to the Fiscal Year 2025 budget

Mayor Lindamood read the caption of Ordinance O-25-2341.

Finance Director Cassie Smith presented this item. She stated approval of the ordinance allow General Fund, Utility Fund, and Drainage Fund year end operating surplus to be transferred to the Capital Projects Fund. She also noted the ordinance provides for General Fund Operating Expenditures to include a transfer to the Debt Service Fund to pay Certificate of Obligation debt from the Rec Center and a portion of the ladder truck.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Mayor Lindamood made a motion to approve Ordinance O-25-2341, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

6e Ordinance O-25-2342

Adoption of the proposed Fiscal Year 2026 budget

Mayor Lindamood read the caption of Ordinance O-25-2342.

Finance Director Cassie Smith presented this item. Director Smith reviewed projected revenue and expenditures in all funds, and expenditures by departments and funds.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Raine made a motion to approve Ordinance O-25-2342, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

6f Ordinance O-25-2343

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2026

Mayor Lindamood read the caption of Ordinance O-25-2343.

Finance Director Cassie Smith presented this item and noted the tax rate will raise maintenance and operations on a \$100,000 home by approximately \$34.06.

City Manager Jerry Ducay provided an explanation of the effect of the phased homestead.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Mayor Pro Tem Elder made a motion to approve Ordinance O-25-2343, seconded by Councilmember Graves.

The motion was approved by the following vote:

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

6g Ordinance O-25-2344

Amending the Colleyville Code of Ordinances, Part II, Chapter 2-Administration, Article II - Finance, Division 1, Sec. 2-26, (p) Library, Fees and Charges for City Services

Mayor Lindamood read the caption of Ordinance O-25-2344.

Finance Director Cassie Smith presented this item, noting there were changes to the library fees for the supplies in the Makerspace and the removal of other fees.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Holt Gunderson made a motion to approve Ordinance O-25-2344, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

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

6h Ordinance O-25-2345

An ordinance amending Section 3 - Service Charges of the Water and Sewer Policy and Procedure Manual as contained in the Code of Ordinances, to implement updated base rates

Mayor Lindamood read the caption of Ordinance O-25-2345.

Finance Director Cassie Smith presented this item, noting the water and wastewater base rates have been calculated on the revenue necessary to cover the proposed operating costs. The water base rate is proposed to increase 3.4%, with a wastewater base rate increase of 7.4% for residential and \$1.07 for nonresidential.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Councilmember Alphonso made a motion to approve Ordinance O-25-2345, seconded by Mayor Pro Tem Elder.

The motion was approved by the following vote:

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

6i Ordinance O-25-2346

Approval of a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 Rate Review Mechanism filing and adopting tariffs reflecting rate adjustments consistent with the negotiated settlement

Mayor Lindamood read the caption of Ordinance O-25-2346.

Assistant City Manager Adrienne Lothery presented this item, noting the City is a member of the Steering Committee of Cities Served by Atmos, which reviews and negotiates Atmos rates. Atmos originally filed for \$245.2 million in additional revenues, which has been negotiated to \$205.6 million – a \$20 million reduction.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

Mayor Lindamood made a motion to approve Ordinance O-25-2346, seconded by Councilmember Graves.

The motion was approved by the following vote:

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

7. CITIZEN COMMENTS

There was no one present wishing to speak.

8. REPORTS

August 11, 2025, Planning and Zoning Commission Meeting Minutes
August 25, 2025, Planning and Zoning Commission Worksession Minutes

There was no action taken.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, SEPTEMBER 16, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5076

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:41 p.m.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department Engineering

Title

Approval of the third amendment to the Construction Services Agreement with Alderink Enterprises, Inc. dba CI Pavement, for the FY2026 Miscellaneous Concrete Repair Project, in an amount not to exceed \$700,339.49, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

On December 20, 2022, City Council approved Resolution R-22-4797, the On-Call Miscellaneous Concrete Repair Construction Services Agreement, for concrete rehabilitation which included up to four additional one year renewals. This will be the third contract renewal.

The FY2026 Capital Improvement Program allocates \$1,000,000 for the rehabilitation of streets. Staff anticipates utilizing approximately \$500,000 for asphalt street repairs and \$500,000 for miscellaneous concrete repairs to include sidewalk, street panel, and ADA ramp replacements.

Financial Impact

Funding is allocated in the Capital Projects Fund.

Recommendation

Approve

Attachments

1. CSA Third Amendment

THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

This Third Amendment to Construction Services Agreement (“Third Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Alderink Enterprises, Inc. dba CI Pavement**, (“Contractor”) as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for On-Call Miscellaneous Concrete Repair effective December 20, 2022, (“the Agreement”), and

WHEREAS, City and Contractor previously executed a First Amendment to Contractor Services Agreement effective October 1, 2023 (the “First Amendment”); and

WHEREAS, City and Contractor previously executed a Second Amendment to Contractor Services Agreement deemed effective October 1, 2024 (the “Second Amendment”); and

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

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

1. In conformance with Section 2 of the Agreement, the parties agree to extend the term of the Agreement to include a third renewal term beginning on October 1, 2025 and ending on September 30, 2026.
2. Contractor’s compensation during the third renewal term for work authorized by City’s written notice(s) to proceed shall not exceed the amounts stated in Exhibit A to this Third Amendment without prior written consent of City, which may be withheld in City’s sole discretion.
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Third Amendment shall be deemed effective on October 8, 2025 (“the Effective Date”).

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

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

For City:

CITY OF COLLEYVILLE, TEXAS

For Contractor:

ALDERINK ENTERPRISES, INC.
d/b/a CI Pavement

By: _____
Jerry Ducay, City Manager

By: _____
Rob Alderink, Vice President

Date: _____

Date: _____

Notice Address:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street
Colleyville, Texas 76034
E: jducay@colleyville.com

Notice Address:

Alderink Enterprises, Inc. dba CI Pavement
Attn: Rob Alderink, Vice President
101 Josephine Ln.
Grand Prairie, Texas 75050
E: rob@cipavement.com

CI Pavement
Exhibit A
FY2026 On Call Miscellaneous Concrete

				2025 Contract Pricing		2026 Contract Pricing CPI 2.7%	
Item No.	Description of Work	UOM	Qty	Unit Price	Total Amount	Unit Price	Total Amount
1	Removal of Concrete Sidewalk, including all incidentals	SY	25.00	\$35.87	\$896.75	\$36.84	\$920.96
2	Removal of Sidewalk (Exposed Aggregate or Salt Finish), including all incidentals	SY	25.00	\$35.87	\$896.75	\$36.84	\$920.96
3	Removal and Replacement of Concrete Sidewalk, including all incidentals	SY	100.00	\$12.22	\$1,218.28	\$12.55	\$1,254.99
4	Removal and Replacement of Sidewalk (Exposed Aggregate or Salt Finish), including all incidentals	SY	25.00	\$138.71	\$3,467.75	\$142.46	\$3,561.38
5	Install Concrete Sidewalk, including all incidentals	SY	1,000.00	\$110.01	\$110,010.00	\$112.98	\$112,980.27
6	Install Sidewalk (Exposed Aggregate or Salt Finish), including all incidentals	SY	50.00	\$138.71	\$6,935.50	\$142.46	\$7,122.76
7	Remove Ramps, including all incidentals	EA	5.00	\$903.49	\$4,517.45	\$927.88	\$4,639.42
8	Removal and Replacement of ADA compliant curb ramp per TXDOT's details and Specifications	EA	5.00	\$1,753.83	\$8,769.15	\$1,801.18	\$9,005.92
9	Install ADA compliant curb ramp per TXDOT's details and Specifications, including all incidentals	EA	15.00	\$1,753.83	\$26,307.45	\$1,801.18	\$27,017.75
10	Remove Structures: (inlet, headwall, junction box, safety end treatment 6:1), including all incidentals	EA	5.00	\$1,062.93	\$5,314.65	\$1,091.63	\$5,458.15
11	Removal and Replacement of Structures: (inlet, headwall, junction box, safety end treatment 6:1), including all incidentals	EA	5.00	\$2,976.19	\$14,880.95	\$3,056.55	\$15,282.74
12	Install Structures: (inlet, headwall, junction box, safety end treatment 6:1), including all incidentals	EA	5.00	\$2,976.19	\$14,880.95	\$3,056.55	\$15,282.74
13	Removal and Replacement of Concrete Paving, including 8" cement treated base material and all incidentals	SY	1,500.00	\$143.31	\$214,965.00	\$147.18	\$220,769.06
14	Removal and Replacement of Concrete Paving using high early concrete achieving at least 70 percent strength with 24 hours, including 8" cement treated base material and all incidentals	SY	100.00	\$149.52	\$14,952.00	\$153.56	\$15,355.70
15	Remove Drive Approach and all incidentals	SY	25.00	\$35.87	\$896.75	\$36.84	\$920.96
16	Removal and Replacement of Drive Approach, including 2" sand cushion material and all incidentals, in accordance with City of Colleville Standards and Specifications	SY	50.00	\$129.15	\$6,457.50	\$132.64	\$6,631.85
17	Removal and Replace Drive Approach (Exposed Aggregate or Salt Finish), including 2" sand cushion material and all incidentals	SY	10.00	\$148.28	\$1,482.80	\$152.28	\$1,522.84
18	Removal and Replace Drive Approach using high early concrete achieving at least 70 percent strength with 24 hours,, including 2" sand cushion material and all incidentals	SY	10.00	\$138.71	\$1,387.10	\$142.46	\$1,424.55
19	Removal and Replace Drive Approach (Exposed Aggregate or Salt Finish), using high early concrete achieving at least 70 percent strength with 24 hours, including 2" sand cushion material and all incidentals	SY	10.00	\$157.84	\$1,578.40	\$162.10	\$1,621.02
20	Install Drive Approach and including 2" sand cushion material and all incidentals	SY	25.00	\$129.15	\$3,228.75	\$132.64	\$3,315.93
21	Remove 6 inch thick Concrete Trail, (8' – 12') including all incidentals	SY	5.00	\$35.87	\$179.35	\$36.84	\$184.19
22	Removal and Replacement of 6 inch thick Concrete Trail, (8' – 12') including all incidentals	SY	5.00	\$123.88	\$619.40	\$127.22	\$636.12
23	Install 6 inch thick Concrete Trail, (8' – 12') including all incidentals	SY	5.00	\$123.88	\$619.40	\$127.22	\$636.12
24	Remove Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMA transitions	LF	25.00	\$11.96	\$299.00	\$12.28	\$307.07
25	Removal and Replacement of Concrete Curb and Gutter with a minimum thickness of 6" reinforced concrete, including 6" of cement treated base material and all incidentals, includes the removal and replacement of HMA transitions	LF	500.00	\$52.08	\$26,040.00	\$53.49	\$26,743.08

CI Pavement
Exhibit A
FY2026 On Call Miscellaneous Concrete

[illegible]



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with O & J Coatings, Inc. for the Hall-Johnson and McPherson Elevated Storage Tank Rehabilitation Project, in an amount not to exceed \$1,191,000, a contingency amount not to exceed \$119,000, and an inspection services amount not to exceed \$45,000, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

On September 16, 2025, the City Council approved Resolution R-25-5075, adopting the Capital Improvement Program (CIP) Fiscal Year 2026-2030. The CIP includes \$1,100,000 for the rehabilitation of the elevated water storage tanks.

The award shall be based on the basis of "best value", based on the best-qualified bidder and the lowest responsible bidder whose evaluation by the City indicates to be in the best interest to City and taxpayers. The three lowest bidders failed to meet the criteria of providing references for the same or similar scope of work from five cities of similar or greater size than Colleyville. After review of pricing, references, and qualifications, the recommendation is to award the contract to O & J Coatings, Inc. The company has completed 28 elevated storage tank rehabilitations projects within the last five years. Ten of those projects are at or above 1.0 MG storage volume and five are at or above 1.5 MG storage volume.

The rehabilitation of the Hall-Johnson elevated storage tank (EST) consists of the removal and repainting of the interior and exterior coating, repainting the Colleyville logo, installing a new mixer, replacing the wet interior ladder, safety climb system, 8" bypass valve replacement, pedestrian door and frame, and FAA obstruction light, weld/pit repairs on the wet area of the tank interior, and clean and disinfect the tank and perform bacteriological testing prior to placing the tank back in service.

The rehabilitation of the McPherson EST consists of removing and repainting the exterior coating, repainting the Colleyville logo, installing a new mixer, and replacing the FAA obstruction light.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on August 24, 31, and September 7, 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 75 plan holders, of which 29 were general contractors, 13 subcontractors, 14 suppliers, 5 engineers, 7 others, 2 manufacturers, 4 plan rooms, and 1 owner.

The City received 11 sealed bids, which were opened and publicly read aloud on September 16, 2025.

Financial Impact

Funding is allocated for this project in the Capital Utility fund.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Bid Tabulation
2. Recommendation of Award
3. Construction Services Agreement
4. Steel Inspectors of Texas PSA
5. Form 1295

City of Colleyville - Hall Johnson and McPherson EST Rehabilitation

BID: ENG-2025-005

Item	Description	Unit	QTY	M. K. Painting, Inc.		O&A Classic Coatings and Painting Corp		AMR Industrial Coatings Inc.		O&J Coatings Inc.		NG Painting, LP		BRZ Coatings Inc.		Tanksco, Inc.		J. R. Stelzer Company		Viking Industrial Painting		Afresh Vision EnterpriseS		Maguire	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization for the lump sum of:	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00	\$58,550.00	\$58,550.00	\$30,000.00	\$30,000.00	\$85,000.00	\$85,000.00
2	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:	LS	1	\$10,000.00	\$10,000.00	\$170,000.00	\$170,000.00	\$37,932.00	\$37,932.00	\$150,000.00	\$150,000.00	\$40,000.00	\$40,000.00	\$190,000.00	\$190,000.00	\$160,000.00	\$160,000.00	\$154,100.00	\$154,100.00	\$228,200.00	\$228,200.00	\$35,000.00	\$35,000.00	\$139,000.00	\$139,000.00
3	Provide Surface Preparation including Abrasive Blasting of Exterior of Hall-Johnson Tank and Appurtenances (SSPC-SP6) and Coat, complete as specified for the lump sum of:	LS	1	\$215,000.00	\$215,000.00	\$296,500.00	\$296,500.00	\$300,000.00	\$300,000.00	\$270,000.00	\$270,000.00	\$350,000.00	\$350,000.00	\$280,000.00	\$280,000.00	\$310,000.00	\$310,000.00	\$313,233.00	\$313,233.00	\$243,700.00	\$243,700.00	\$350,000.00	\$350,000.00	\$300,000.00	\$300,000.00
4	Provide Surface Preparation including Abrasive Blasting of Interior of Hall-Johnson Tank and Appurtenances (SSPC-SP6) and Coat, complete as specified for the lump sum of:	LS	1	\$360,000.00	\$360,000.00	\$244,100.00	\$244,100.00	\$405,000.00	\$405,000.00	\$250,000.00	\$250,000.00	\$300,000.00	\$300,000.00	\$378,000.00	\$378,000.00	\$295,000.00	\$295,000.00	\$386,284.00	\$386,284.00	\$352,200.00	\$352,200.00	\$315,000.00	\$315,000.00	\$350,000.00	\$350,000.00
5	Provide Containment for Exterior Blasting and Coating for the Hall-Johnson tank, complete as specified for the lump sum of:	LS	1	\$100,000.00	\$100,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$40,000.00	\$40,000.00	\$110,000.00	\$110,000.00	\$129,800.00	\$129,800.00	\$85,000.00	\$85,000.00	\$225,000.00	\$225,000.00
6	Install Active Mixer and hatch for active mixer for the Hall-Johnson Tank, complete as specified for the lump sum of:	EA	1	\$30,000.00	\$30,000.00	\$43,000.00	\$43,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00	\$65,000.00	\$65,000.00	\$42,500.00	\$42,500.00	\$62,400.00	\$62,400.00	\$73,000.00	\$73,000.00	\$60,000.00	\$60,000.00
7	Remove Existing Tank Vent and Install 24-inch Vent, including All Appurtenant Work for the Hall-Johnson Tank, complete as specified and indicated on the drawings for the lump sum of:	LS	1	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00	\$7,200.00	\$7,200.00	\$11,100.00	\$11,100.00	\$65,000.00	\$65,000.00	\$7,000.00	\$7,000.00
8	Additional Interior Grinding for the Hall-Johnson Tank, complete as specified for the man hour unit price of:	MH	40	\$100.00	\$4,000.00	\$200.00	\$8,000.00	\$50.00	\$2,000.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$70.00	\$2,800.00	\$120.00	\$4,800.00	\$120.00	\$4,800.00	\$175.00	\$7,000.00	\$500.00	\$20,000.00	\$325.00	\$13,000.00
9	Additional Pit Filling for the Hall-Johnson Tank, complete as specified for the gallon unit price of:	GAL	240	\$100.00	\$24,000.00	\$20.00	\$4,800.00	\$20.00	\$4,800.00	\$50.00	\$12,000.00	\$40.00	\$9,600.00	\$200.00	\$48,000.00	\$25.00	\$6,000.00	\$300.00	\$72,000.00	\$400.00	\$96,000.00	\$78.00	\$18,720.00	\$150.00	\$36,000.00
10	Miscellaneous Welding for the Hall-Johnson Tank, complete as specified for the man hour unit price of:	MH	100	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$50.00	\$5,000.00	\$100.00	\$10,000.00	\$200.00	\$20,000.00	\$70.00	\$7,000.00	\$120.00	\$12,000.00	\$200.00	\$20,000.00	\$225.00	\$22,500.00	\$180.00	\$18,000.00	\$250.00	\$25,000.00
11	Provide Surface Preparation including Abrasive Blasting of Exterior of McPherson Tank and Appurtenances (SSPC-SP6) and Coat, complete as specified for the lump sum of:	LS	1	\$175,000.00	\$175,000.00	\$250,000.00	\$250,000.00	\$232,500.00	\$232,500.00	\$250,000.00	\$250,000.00	\$300,000.00	\$300,000.00	\$261,000.00	\$261,000.00	\$279,000.00	\$279,000.00	\$238,084.00	\$238,084.00	\$222,200.00	\$222,200.00	\$355,050.00	\$355,050.00	\$250,000.00	\$250,000.00
12	Provide Containment for Exterior Blasting and Coating for the McPherson tank, complete as specified for the lump sum of:	LS	1	\$100,000.00	\$100,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$90,000.00	\$90,000.00	\$70,000.00	\$70,000.00	\$219,000.00	\$219,000.00	\$110,000.00	\$110,000.00	\$112,400.00	\$112,400.00	\$325,000.00	\$325,000.00	\$225,000.00	\$225,000.00
13	Install Active Mixer and hatch for active mixer for the McPherson Tank, complete as specified for the lump sum of:	LS	1	\$30,000.00	\$30,000.00	\$43,000.00	\$43,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$45,000.00	\$45,000.00	\$65,000.00	\$65,000.00	\$42,500.00	\$42,500.00	\$64,800.00	\$64,800.00	\$55,000.00	\$55,000.00	\$60,000.00	\$60,000.00
14	Provide Site Restoration at both tank sites, complete as specified for the lump sum of:	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$34,800.00	\$34,800.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
Grand Total				\$1,077,500.00		\$1,171,400.00		\$1,187,232.00		\$1,191,000.00		\$1,373,600.00		\$1,437,800.00		\$1,499,300.00		\$1,531,201.00		\$1,645,650.00		\$1,779,770.00		\$1,785,000.00	



500 West 7th Street
Suite 803
Fort Worth, TX 76102

TEL 817.740.9575
FAX 972.377.8380

www.GarverUSA.com

September 17, 2025

Mr. Elijah Dorminy
City of Colleyville | Public Works - Engineering
100 Main Street,
Colleyville, TX 76034

Re: Hall Johnson and McPherson EST Rehabilitation (ENG-2025-005)
Recommendation of Bid Award

Dear Mr. Dorminy:

Bids were received for the Hall Johnson and McPherson EST Rehabilitation project and read aloud via virtual meeting at 2:00 PM on September 16, 2025.

Eleven (11) bids were received on the project ranging from **\$1,077,500** to **\$1,785,000**. The engineer's OPCC was **\$1,416,125**. The bid tabulation and engineer's OPCC is attached to this letter for additional reference.

One bidder, Afresh Vision Enterprises, did not include their bid bond so were considered non-responsive.

Colleyville is allowed to award the bid to the successful bidder determined to provide the best value to the City as allowed by Chapter 252 of the Local Government Code. Criteria for this method of selection is outlined in Section 1.14 of the Notice to Bidders within the Contract Documents.

Garver has reviewed the required documentation submitted by bidders and checked references for the first four (4) low bidders. Those for low bidders are as follows:

1. M.K. Painting, Inc. - **\$1,077,500**
2. O&A Classic Coatings and Paintings Corp. - **\$1,171,400**
3. AMR Industrial Coatings Inc. – **\$1,187,232**
4. O&J Coatings Inc. - **\$1,191,000**

The first low bidder, M.K. Painting, Inc., is determined not to be qualified for the job based on the project references provided. The contract value of all but one of the projects provided is less than the amount bid for this project. Less than half of the references provided were elevated storage tank rehabilitation projects and only one elevated storage tank rehabilitation has been completed since 2020. Out of all the elevated storage tank rehabilitation projects provided, only one of them meets or exceeds the volume in this project's scope of work (1.5 MG Hall-Johnson EST and 1.0 MG McPherson EST).

The second low bidder, O&A Classic Coatings and Paintings Corp, is determined not to be qualified for the job based on the project references provided. The contract value for all projects provided is less

than the amount bid for this project. Two (2) of their five (5) project references provided are elevated storage tanks at or above the volume in this project's scope of work. After calling project references, there is a general sentiment that they provide good quality work but that they don't have a large enough crew to complete the proposed scope of work within the 3-month shutdown window required for this project.

The third low bidder, AMR Industrial Coatings Inc., is determined not to be qualified for the job based on the project references provided. The contract value for all projects provided is less than the amount bid for this project. Out of the 18 elevated storage tank rehabilitation projects provided, three (3) of them are at or above the 1.0 MG storage volume and one (1) is at or above the 1.5 MG storage volume. After calling project references, there is a general sentiment that they provide good quality work but that they don't have a large enough crew to complete the proposed scope of work within the 3-month shutdown window required for this project.

The fourth low bidder, O&J Coatings Inc., is determined to be qualified for the job based on the project references provided. The contract value for five (5) of the projects provided is more than the amount bid for this project. 28 elevated storage tank rehabilitation projects were provided within the last five (5) years. 10 of those elevated storage tank rehabilitation projects are at or above 1.0 MG storage volume and five (5) of them are at or above 1.5 MG storage volume. This is also the contractor that performed the emergency interim repairs at the Hall-Johnson EST back in December of 2024 and was the only contractor that attended the non-mandatory pre-bid meeting, so they are more aware of the existing conditions.

Therefore, Garver recommends that the project be awarded to O&J Coatings Inc. for the amount of **\$1,191,000.**

Please call me if you have any questions.

GARVER, LLC



Ryan Opgenorth, P.E.
Project Engineer

Attachments: Bid Tabulation
 Engineer's Opinion of Probable Construction Cost
 Contractor Project References

CONSTRUCTION SERVICES AGREEMENT
HALL JOHNSON AND MCPHERSON ELEVATED STORAGE TANK REHABILITATION
PROJECT
(Bid #ENG-2025-005)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **O&J Coatings, 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 Hall Johnson and McPherson Elevated Storage Tank Rehabilitation Project (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-2025-005;
 - (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 ONE MILLION, ONE HUNDRED AND NINETY-ONE THOUSAND DOLLARS (\$1,191,000.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or 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 fifty (150) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred fifty (150) 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 \$2,500.00 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: O&J COATINGS, INC. By: _____ J Arturo Andrade 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> O&J Coatings, Inc. Attn: J Arturo Andrade, President 1720 Cynthia Ln Hurst, Texas 76054 E: ojcoatingsinc@yahoo.com

PROFESSIONAL SERVICES AGREEMENT EST INSPECTION SERVICES

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

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Professional's Obligations

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

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

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

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

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

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

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

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

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

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

Section 4. Performance Schedule

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

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

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional") for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

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

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing,

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

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed FOURTY-FIVE THOUSAND DOLLARS (\$45,000.00).

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

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

Section 7. Default; Force Majeure

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

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

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

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification; Notice.

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

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

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

Section 11. Notice.

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

Section 12. Verifications by Professional

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

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

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

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

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this

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

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

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

STEEL INSPECTORS OF TEXAS, LLC

By: _____

Jerry Ducay
City Manager

By: _____

Tiphony Hulsey
President

Date: _____

Date: _____

Notice Address:

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

Notice Address:

Steel Inspectors of Texas, LLC
Attn: Tiphony Hulsey, President
PO Box 150987
Fort Worth, Texas 76108
E: tiphony@steelinspectorsoftexas.com

EXHIBIT “A”
SCOPE OF SERVICES

(attached)

Date: September 17, 2025

Elijah Dorminy
City of Colleyville

PROPOSAL: COLLEYVILLE REHAB AND EXTERIOR PAINTING

Thank you for the opportunity to work with you on this project.

We can provide certified coating and welding inspections by a certified coating inspector and a certified welding inspector for the above noted tank. Each trip as follows:

\$600.00 for weekday trips and \$900.00 for weekend trips

We estimate 20 trips for the exterior work of the tower and 30 trips for the rehab (interior and exterior).

This includes travel time (portal to portal), mileage, inspection time and report time.

If you need additional information, please do not hesitate to call our office at 817-246-8096.

Sincerely,

A handwritten signature in blue ink that reads "Tiphony Hulse". The signature is written in a cursive, flowing style.

Tiphony Hulse

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.

O&J COATINGS, INC.
HURST, TX United States

Certificate Number:
2025-1365660

Date Filed:
09/19/2025

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, TEXAS

Date Acknowledged:

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-2025-005
Colleyville Hall Johnson and McPherson EST Rehabilitation

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

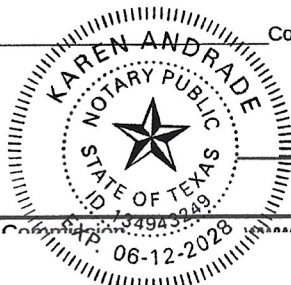
My name is J ARTURO ANDRADE, and my date of birth is 06/19/1991.

My address is 6948 JACKSON CT, RICHLAND HILLS, TX, 76054, USA.
(city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 19TH day of SEPTEMBER, 2025.
(month) (year)

Karen Andrade
Karen Andrade



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.

O&J COATINGS, INC.
HURST, TX United States

Certificate Number:
2025-1365660

Date Filed:
09/19/2025

Date Acknowledged:
09/22/2025

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, TEXAS

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-2025-005
Colleyville Hall Johnson and McPherson EST Rehabilitation

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department Engineering

Title

Approval of a third amendment to the Contractor Services Agreement with The Lawn Firm, Inc., for the FY2026 Tree Trimming Contract, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

On December 19, 2023, City Council approved Resolution R-23-4904, the On-Call Tree Trimming Contractor Services Agreement, which included up to four additional one year renewals. This will be the second contract renewal.

The FY2026 Capital Improvement Program allocates \$75,000 for parkway tree removal and replacement along creeks, arterial, and collector roads. There are sufficient quantities of work items identified by staff for the contractor to perform tree trimming and stump grinding throughout the City.

Financial Impact

Funding is allocated in the Capital Projects Fund.

Recommendation

Approve

Attachments

1. CSA Third Amendment

THIRD AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

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

WHEREAS, City and Contractor previously entered into a Contractor Services Agreement for On-Call Tree Trimming Services effective December 27, 2023, (“the Agreement”), and

WHEREAS, City and Contractor previously executed a First Amendment to Contractor Services Agreement effective August 22, 2024 (the “First Amendment”); and

WHEREAS, City and Contractor previously executed a Second Amendment to Contractor Services Agreement effective October 23, 2024 (the “Second Amendment”); and

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

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

1. In conformance with Section 2 of the Agreement, the parties agree to extend the term of the Agreement to include a second renewal term beginning on October 1, 2025 and ending on September 30, 2026.
2. Contractor’s compensation during this second renewal term for work authorized by City’s written notice(s) to proceed shall not exceed the amounts stated in Exhibit A to this Third Amendment without prior written consent of City, which may be withheld in City’s sole discretion.
3. The provisions of the Agreement remain in full force and effect, except as expressly amended herein.
4. This Third Amendment shall be deemed effective on October 8, 2025 (“the Effective Date”).

[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: THE LAWN FIRM, INC. By: _____ Thomas M. Monks Owner 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	<u>Notice Address:</u> The Lawn Firm, Inc. Attn: Thomas M. Monks, Owner 1603 Hall - Johnson Road, Colleyville, TX, Colleyville, Texas 76034

FY2026 Tree Trimming Annual Contract**Exhibit A Unit Price**

Item	Description	Unit	Qty	FY2025 Unit Price	FY2026 Unit Price
1	Tree removal along creeks	Per Hour	100	\$174.25	\$178.95
2	Tree trimming along creeks	Per Hour	100	\$174.25	\$178.95
3	Stump grinding	Per Hour	100	\$76.86	\$78.94
4	Tree removal along rights of way	Per Hour	100	\$184.50	\$189.48
5	Tree trimming along rights of way	Per Hour	100	\$184.50	\$189.48
6	Tree removal along the Cotton Belt Trail	Per Hour	100	\$174.25	\$178.95
7	Tree trimming along the Cotton Belt Trail	Per Hour	100	\$174.25	\$178.95
8	Tree removal within City Parks	Per Hour	100	\$174.25	\$178.95
9	Tree trimming within City Parks	Per Hour	100	\$174.25	\$178.95
10	Emergency response services	Per Hour	100	\$256.25	\$263.17



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department Parks and Recreation

Title

Approval of the third amendment to the Construction Services Agreement with Whitmore & Sons, Inc., for the FY2026 Ground Maintenance Mowing Agreement, in an amount not to exceed \$251,784.52, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

By Resolution R-22-4773, City Council awarded the bid for the City's Ground Maintenance Mowing Agreement to Whitmore and Sons. The contract provides for an initial term of one year, and upon mutual agreement, renewal of the Agreement for up to five additional one-year terms. This item provides for year three of a potential five-year renewal period.

The original scope of work for the Grounds Maintenance Mowing Agreement includes mowing, edging, trimming, litter removal, and some herbicide applications in specific locations, and includes services for Parks and Public Works properties to help with billing and inspection efficiencies. The Parks portion of the agreement consists of 62 properties which include parks, facilities, roundabouts, hardscapes, medians, and right of way. The Public Works portion consists of 26 properties which include earthen channels, water tower property, and other City owned property. These properties receive different cycle frequencies from eight to 36 a year, due to priority of maintenance needs and usage type.

Whitmore and Sons, Inc., has been performing mowing services for the City of Colleyville Parks Department for the past seven years and has done outstanding work. Staff recommends approval of the Grounds Maintenance Mowing Agreement renewal for year three.

Financial Impact

Funding is allocated in the FY2026 CEDC budget.

Recommendation

Approve

Attachments

1. CSA Third Amendment

THIRD AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

This Third Amendment to Construction Services Agreement (“Third Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Whitmore & Sons, Inc.**, (“Contractor”) as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for Grounds Maintenance - Mowing effective October 3, 2022, (“the Agreement”), and

WHEREAS, City and Contractor previously executed a First Amendment to Contractor Services Agreement effective September 19, 2023 (the “First Amendment”); and

WHEREAS, City and Contractor previously executed a Second Amendment to Contractor Services Agreement deemed effective September 17, 2024 (the “Second Amendment”); and

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

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

1. In conformance with Section 2 of the Agreement, the parties agree to extend the term of the Agreement to include a third renewal term beginning on October 1, 2025 and ending on September 30, 2026.
2. Contractor’s compensation during the third renewal term for work authorized by City’s written notice(s) to proceed shall not exceed the amounts stated in Exhibit A to this Third Amendment without prior written consent of City, which may be withheld in City’s sole discretion.
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Third Amendment shall be deemed effective on October 8, 2025 (“the Effective Date”).

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

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

For City:

CITY OF COLLEYVILLE, TEXAS

For Contractor:

WHITMORE & SONS, INC.

By: _____
Jerry Ducay, City Manager

By: _____
Brandon Long, Chief Operating Officer

Date: _____

Date: _____

Notice Address:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street
Colleyville, Texas 76034
E: jducay@colleyville.com

Notice Address:

Whitmore & Sons, Inc.
Attn: Brandon Long, Chief Operating Officer
2851 W Euless Blvd
Euless, Texas 76040
E: blong.wclm@gmail.com

Whitmore & Sons, Inc.
Exhibit A
Grounds Maintenance - Mowing

Area One - Common Areas / Medians Manicured / Irrigated Turf Areas

PROPERTY	NUMBER OF CYCLES	FY25 Cost per Cycle	FY25 Total Cost	FY26 Cost per Cycle	FY26 Total Cost
Bidault House	28	\$ 30.00	\$ 840.00	\$ 30.81	\$ 862.68
Bogart ROW	28	\$ 150.00	\$ 4,200.00	\$ 154.05	\$ 4,313.40
Bransford Park	28	\$ 120.00	\$ 3,360.00	\$ 123.24	\$ 3,450.72
Bransford / Central Park Medians	28	\$ 60.00	\$ 1,680.00	\$ 61.62	\$ 1,725.36
City Park	28	\$ 900.00	\$ 25,200.00	\$ 924.30	\$ 25,880.40
Overland Trail Park	28	\$ 60.00	\$ 1,680.00	\$ 61.62	\$ 1,725.36
Colleyville Center	36	\$ 250.00	\$ 9,000.00	\$ 256.75	\$ 9,243.00
Recreation Center (added in FY24)	36	\$ 112.50	\$ 4,050.00	\$ 115.54	\$ 4,159.35
Central Fire Station	28	\$ 150.00	\$ 4,200.00	\$ 154.05	\$ 4,313.40
Fire Station #2	28	\$ 60.00	\$ 1,680.00	\$ 61.62	\$ 1,725.36
Fire Station #3	28	\$ 60.00	\$ 1,680.00	\$ 61.62	\$ 1,725.36
Hall Johnson / Bluebonnet	28	\$ 40.00	\$ 1,120.00	\$ 41.08	\$ 1,150.24
Heritage Medians	28	\$ 60.00	\$ 1,680.00	\$ 61.62	\$ 1,725.36
Justice Center	36	\$ 250.00	\$ 9,000.00	\$ 256.75	\$ 9,243.00
Kimzey Park	28	\$ 450.00	\$ 12,600.00	\$ 462.15	\$ 12,940.20
McDonwell School Rd. Trail	28	\$ 120.00	\$ 3,360.00	\$ 123.24	\$ 3,450.72
McPherson Park (10.35 acres)	28	\$ 900.00	\$ 25,200.00	\$ 924.30	\$ 25,880.40
Pleasant Run Practice Facility (Mow at 1")	28	\$ 500.00	\$ 14,000.00	\$ 513.50	\$ 14,378.00
Pleasant Run Soccer Complex	28	\$ 350.00	\$ 9,800.00	\$ 359.45	\$ 10,064.60
Reagan Park (Mow at 1")	28	\$ 150.00	\$ 4,200.00	\$ 154.05	\$ 4,313.40
Senior Center (3.2 acres)	28	\$ 150.00	\$ 4,200.00	\$ 154.05	\$ 4,313.40
Sparger Park	28	\$ 250.00	\$ 7,000.00	\$ 256.75	\$ 7,189.00
Village	34	\$ 160.00	\$ 5,440.00	\$ 164.32	\$ 5,586.88
Westmont Trail	28	\$ 60.00	\$ 1,680.00	\$ 61.62	\$ 1,725.36
Woodbriar Park	28	\$ 120.00	\$ 3,360.00	\$ 123.24	\$ 3,450.72
TOTAL COST AREA ONE			\$ 160,210.00		\$ 164,535.67

Area Two - Common Areas / Medians Manicured / Non-Irrigated Turf Areas

PROPERTY	NUMBER OF	FY25 Cost per	FY25 Total	FY26 Cost	FY26 Cost
Castleton Trail	18	\$ 150.00	\$ 2,700.00	\$ 154.05	\$ 2,772.90
Cottonbelt Phase I Trail	18	\$ 450.00	\$ 8,100.00	\$ 462.15	\$ 8,318.70
Cottonbelt Phase II Trail	18	\$ 150.00	\$ 2,700.00	\$ 154.05	\$ 2,772.90
Cottonbelt Railroad ROW	9	\$ 650.00	\$ 5,850.00	\$ 667.55	\$ 6,007.95
Fire Station - Hall Johnson	18	\$ 60.00	\$ 1,080.00	\$ 61.62	\$ 1,109.16
Glade Road	18	\$ 40.00	\$ 720.00	\$ 41.08	\$ 739.44

PROPERTY	NUMBER OF CYCLES	FY25 Cost per Cycle	FY25 Total Cost	FY26 Cost per Cycle	FY26 Total Cost
LD Lockett Park	18	\$ 200.00	\$ 3,600.00	\$ 205.40	\$ 3,697.20
LD Lockett Road to Westcoat ROW	18	\$ 120.00	\$ 2,160.00	\$ 123.24	\$ 2,218.32
Longwood / Broadoak	18	\$ 320.00	\$ 5,760.00	\$ 328.64	\$ 5,915.52
McPherson Park (9.46 acres)	18	\$ 220.00	\$ 3,960.00	\$ 225.94	\$ 4,066.92
Nature Center	18	\$ 600.00	\$ 10,800.00	\$ 616.20	\$ 11,091.60
Pleasant Run & Hwy 26 (Lot)	18	\$ 20.00	\$ 360.00	\$ 20.54	\$ 369.72
Riley Cemetery	18	\$ 80.00	\$ 1,440.00	\$ 82.16	\$ 1,478.88
Senior Center (6 acres)	18	\$ 450.00	\$ 8,100.00	\$ 462.15	\$ 8,318.70
Shalimar	18	\$ 20.00	\$ 360.00	\$ 20.54	\$ 369.72
TOTAL COST AREA TWO			\$ 57,690.00		\$ 59,247.63

Area Three – Public Works Common Areas / Channels – Mow, Trim & Spray

PROPERTY	NUMBER OF CYCLES	FY25 Cost per Cycle	FY25 Total Cost	FY26 Cost per Cycle	FY26 Cost Total Cost
Elm Street Channel	8	\$ 80.00	\$ 640.00	\$ 82.16	\$ 657.28
Cheek-Sparger / Greenbriar Channel	10	\$ 80.00	\$ 800.00	\$ 82.16	\$ 821.60
5500 Block Winding Trial Channel-West	8	\$ 80.00	\$ 640.00	\$ 82.16	\$ 657.28
5500 Block Winding Trial Channel-East	8	\$ 80.00	\$ 640.00	\$ 82.16	\$ 657.28
*1800 Block Gatehouse Court Channel	8	\$ 40.00	\$ 320.00	\$ 41.08	\$ 328.64
Old Glade Road Channel	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
LD Lockett Channel (West Side & East Side)	8	\$ 60.00	\$ 480.00	\$ 61.62	\$ 492.96
* LD Lockett Channel	6	\$ 170.63	\$ 1,023.78	\$ 175.24	\$ 1,051.42
* LD Lockett Water Tank	3	\$ 56.88	\$ 170.64	\$ 58.42	\$ 175.25
* Kimzey Channel	4	\$ 113.75	\$ 455.00	\$ 116.82	\$ 467.29
* Pool Road Channel	3	\$ 56.88	\$ 170.64	\$ 58.42	\$ 175.25
* Spray Only					
TOTAL COST AREA THREE			\$ 5,500.06		\$ 5,648.56

Area Four - Public Works Common Areas - Mow & Trim Only

PROPERTY	NUMBER OF CYCLES	FY25 Cost per Cycle	FY25 Total Cost	FY26 Cost per Cycle	FY26 Cost Total Cost
LD Lockett ROW	18	\$ 60.00	\$ 1,080.00	\$ 61.62	\$ 1,109.16
Lloyd Circle	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Fire Station - 5209 SH 26	18	\$ 60.00	\$ 1,080.00	\$ 61.62	\$ 1,109.16
1601 Hall Johnson (Service Ctr.)	22	\$ 60.00	\$ 1,320.00	\$ 61.62	\$ 1,355.64
240 McDonwell School Rd. (Water Tower)	18	\$ 60.00	\$ 1,080.00	\$ 61.62	\$ 1,109.16
729 LD Lockett (Pump Station)	18	\$ 60.00	\$ 1,080.00	\$ 61.62	\$ 1,109.16
6015 Bransford (Water Tower)	18	\$ 60.00	\$ 1,080.00	\$ 61.62	\$ 1,109.16
Open Lot @ Glade & River Walk	18	\$ 60.00	\$ 1,080.00	\$ 61.62	\$ 1,109.16
4301 Pool Road	8	\$ 60.00	\$ 480.00	\$ 61.62	\$ 492.96
Industrial	12	\$ 30.00	\$ 360.00	\$ 30.81	\$ 369.72
900 Rembrandt (Lift Station)	18	\$ 45.00	\$ 810.00	\$ 46.22	\$ 831.87

PROPERTY	NUMBER OF CYCLES	FY25 Cost per Cycle	FY25 Total Cost	FY26 Cost per Cycle	FY26 Total Cost
7305 Overland Trail (Lift Station)	18	\$ 45.00	\$ 810.00	\$ 46.22	\$ 831.87
4117 Colleyville Blvd (Acuff Ln)	18	\$ 110.00	\$ 1,980.00	\$ 112.97	\$ 2,033.46
7015 Colleyville Blvd	18	\$ 165.00	\$ 2,970.00	\$ 169.46	\$ 3,050.19
Cherry Lane Median	28	\$ 41.25	\$ 1,155.00	\$ 42.36	\$ 1,186.19
TOTAL COST AREA FOUR			\$ 16,525.00		\$ 16,971.18

Area Five - Roundabouts / Medians - Hardscapes - Trim & Spray

PROPERTY	NUMBER OF CYCLES	FY25 Cost per Cycle	FY25 Total Cost	FY26 Cost per Cycle	FY26 Total Cost
Round-A-Bout @ John McCain & Pleasant Run	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Round-A-Bout @ Glade & Pool Road	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Round-A-Bout @ Jackson & Cheek-Sparger	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Round-A-Bout @ Hall-Johnson & Bogart	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Hardscape @ intersection Glade, Pool & Jackson	8	\$ 30.00	\$ 240.00	\$ 30.81	\$ 246.48
Hardscape from Glade & Strathmoore to Glade & Copperglen	8	\$ 80.00	\$ 640.00	\$ 82.16	\$ 657.28
Hardscape Glade & HWY 121 access Road	8	\$ 30.00	\$ 240.00	\$ 30.81	\$ 246.48
Hardscape Glade & Heritage to the Colleyville City Limit Sign	8	\$ 50.00	\$ 400.00	\$ 51.35	\$ 410.80
Hardscape Pool & Hall-Johnson to Hall-Johnson & Sycamore, including crosswalks	8	\$ 50.00	\$ 400.00	\$ 51.35	\$ 410.80
Hardscape Hall-Johnson & Broughton to Hall-Johnson & HWY 26, including crosswalk	8	\$ 30.00	\$ 240.00	\$ 30.81	\$ 246.48
Hardscape Hall-Johnson & Bogart, including crosswalk & circle in intersection	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Hardscape Cheek-Sparger & Jackson intersection	8	\$ 35.00	\$ 280.00	\$ 35.95	\$ 287.56
Hardscape HWY 26 & Center Park to Glade	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Hardscape Glade & Bransford triangle	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Hardscape John McCain & Pleasant Run Road, intersection	8	\$ 30.00	\$ 240.00	\$ 30.81	\$ 246.48
Hardscape John McCain from Cotton Belt 2 entrance across Rail Road tracks to Cotton	8	\$ 30.00	\$ 240.00	\$ 30.81	\$ 246.48
Hardscape Entrance to Cotton Belt 1 from LD Lockett	8	\$ 30.00	\$ 240.00	\$ 30.81	\$ 246.48
Hardscape Riverwalk & Bluebonnet to Riverwalk & Hall-Johnson	8	\$ 40.00	\$ 320.00	\$ 41.08	\$ 328.64
Hardscape Church Street & Riverwalk	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Hardscape Bogart & Pleasant Run Road	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Hardscape Bogart & Hidden Oaks	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
Hardscape Herbert to Precinct Line	8	\$ 20.00	\$ 160.00	\$ 20.54	\$ 164.32
TOTAL COST AREA FIVE			\$ 5,240.00		\$ 5,381.48

Total Annual Contract	\$ 251,784.52
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CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department Engineering

Title

Approval of the second amendment to the Contractor Services Agreement with Oriental Building Services, Inc. in an amount not to exceed \$301,997.62, plus a five percent contingency amount of \$14,610.28, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

On October 17, 2024, City Council approved Resolution R-23-4887, providing a one year agreement with Oriental Building Services, Inc. to provide janitorial and ancillary maintenance services, with the option to renew four additional years.

This item seeks approval of the second one-year renewal term in an amount not to exceed \$301,997.62, plus a five percent owner's contingency amount of \$14,610.28. The fiscal year 2026 pricing reflects a 2.7% increase from fiscal year 2025.

The fiscal year operating budget allocates funding for janitorial services for City Hall, Library, Justice Center, Fire Administration, Public Works Operations, Senior Center, Recreation Center, Business Center, Colleyville Center, and Parks Facility.

Financial Impact

Funding is available in the Building Maintenance Budget and other departmental budgets for buildings serviced by the custodial contractor.

Recommendation

Approve

Attachments

1. CSA Second Amendment

SECOND AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

This Second Amendment to Contractor Services Agreement (“Second Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Oriental Building Services, Inc.**, (“Contractor”) as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Contractor Services Agreement effective November, 28, 2023, (the “Agreement”); as previously amended on October 10, 2024 (“First Amendment”); and

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

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

1. In conformance with Section 2 of the Agreement, the parties agree to extend the term of the Agreement to include a second renewal term beginning on October 1, 2025 and ending on September 30, 2026.
2. Exhibit A of the Agreement (Unit Price Bid Form) is hereby amended to incorporate the updated Unit Price Fee Schedule attached hereto and incorporated herein as Exhibit 1 to this Second Amendment.
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement remain in full force and effect without amendment.
4. This Second Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional (the “Effective Date”).

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

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

For City:

For Contractor:

CITY OF COLLEYVILLE, TEXAS

ORIENTAL BUILDING SERVICES, INC.

By: _____
Jerry Ducay, City Manager

By: _____
Steve Gye, President

Date: _____

Date: _____

Notice Address:

Notice Address:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street
Colleyville, Texas 76034
E: jducay@colleyville.com

Oriental Business Services, Inc.
Attn: Steve Gye, President
2526 Manana Drive
Dallas, Texas 75220
E: obsco@msn.com

EXHIBIT A

Second Amendment to Contractor Services Agreement
Amended and Restated Exhibit A (FY2026 Payment Schedule)
(attached)

Exhibit 1 to Second Amendment

UNIT PRICE FEE SCHEDULE

Fiscal Year 2026

TO: **CITY OF COLLEYVILLE**
 Building Services
 100 Main Street
 Colleyville, Texas 76034

FOR: **Janitorial Services**

Pursuant to the foregoing "Notice to Bidders" and "General Conditions of the Contract", the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Specifications and Contract Documents and binds itself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the prices contained in the following Schedule of Values:

Item No	Facility	Days/Hours	No of Staff	Monthly Cleaning	Monthly Supplies	Total Monthly	Floor Care Per Occurrence
1	City Hall	M-F 5 - 9 pm	2	3,147.50	168.76	3,316.26	3,254.35
2	Library	M-F 6 am - 2:30 pm	1	3,558.04	179.30	3,737.34	2,930.59
3	Justice Center	M-F 7 am - 3 pm S and Sun 4 - 7 pm	1	4,477.37	200.40	4,677.77	3,442.23
4	Fire Administration	F 8 am - 12 pm	1	273.70	36.92	310.62	1,000.05
5	Public Works Operations	M-F 6 - 9 pm	2	1,436.91	131.85	1,568.76	716.44
6	Senior Center	M-F 6 - 9 pm	1	1,690.07	110.75	1,800.82	893.52
7	Recreation Center	M-F 9 am - 3 pm 9 pm - 3 am Saturday 12 - 5 pm Sunday 6 pm - 12 AM	2 Additional Day Porters Additional Night	5,340.40 456.62 694.25	295.32	6,786.59	4,348.83
8	Business Center	W 3 - 5 pm	1	410.80	71.89	482.69	496.66
9	Colleyville Center	On Call					2,952.63
10	Parks Facility	T and TH 6 - 9 pm	1	726.35	89.66	816.01	
TOTAL BID				22,212.01	1,284.85	23,496.86	20,035.30

Special Events

1. Colleyville Center On Call Special Event	\$ 550.00
2. Library Summer Reading Kickoff (5am-9am) Saturday	\$ 300.00
3. Library Summer Reading Finale (5am-9am) Saturday	\$ 300.00
4. Tree Lighting Celebration (Library) (5am-9am) Saturday	\$ 300.00
5. Annex Cleaning per day during early voting period	\$ 80.00
6. Recreation Center per day Special Event Cleaning	\$ 350.00

Please specify hourly rate for

- Additional special events with advance notice \$ 35.00/hour

Hourly Rates

Please specify hourly rate for:

- Emergency Calls \$ 35.00
- Non-Holiday, Normal Business Hours \$ 30.00
- Non-Holiday, After Hours \$ 50.00
- Holidays \$ 50.00

Please specify cost for:

- Quick Clean of a facility, replacement of supplies/paper products \$ 60.00/hour
- Replacement of supplies/paper products ONLY \$ 30.00/hour

Emergency Response Time

Please specify your guaranteed response time to emergency cleaning requests. Locations of all seven (7) City facilities should be taken into account. If your guaranteed response time is different for various locations, please list the individual response times on a separate sheet:

- Emergency Response Time 2 hrs. day time/4 hrs. night time

ADDITIONAL NOTES/PRICING INFORMATION (Optional):

None

By signing below the undersigned Contractor hereby certifies that the foregoing quantities, prices and/or values are accurate and based upon Contractor's careful review and consideration of all work to be performed in accordance with the specifications.

Acknowledged and Submitted by:

Signature

Steve Gye, President

Name

Oriental Building Services, Inc.

Company Name

Date: _____



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4g

Agenda Date 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department Engineering

Title

Approval of the fourth one-year renewal term with Stripe-A-Zone, LLC for the FY2026 Miscellaneous Pavement Marking Contract in an amount not to exceed \$150,000, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

On March 22, 2022, City Council approved Resolution R-22-4705, an agreement with Stripe-A-Zone, LLC to provide pavement marking services which included up to four additional one-year renewals. This will be the fourth and final contract renewal.

The FY2026 Capital Improvement Program allocates \$150,000 for miscellaneous pavement marking. The Pavement Marking Program targets the rehabilitation of existing pavement markings throughout the street system such as lane lines, railroad crossings, crosswalks, school zones, and City-owned parking facilities.

Stripe-A-Zone, LLC has performed pavement marking services for Colleyville since 2013.

Financial Impact

Funding is allocated in the Capital Projects Fund.

Recommendation

Approve

Attachments

1. CSA Fourth Amendment

FOURTH AMENDMENT TO CONTRACTOR SERVICES AGREEMENT

This Fourth Amendment to Contractor Services Agreement for pavement marking services (“Fourth Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Stripe-A-Zone, LLC**, (“Contractor”) as of the Effective Date.

WHEREAS, the parties desire to further amend that Certain Contractor Services Agreement for pavement marking services, effective March 22, 2022, (“the Agreement”); as previously effectively amended on October 1, 2022 (“First Amendment”); and October 1, 2023 (“Second Amendment”); and October 1, 2024 (“Third Amendment”) and

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

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

1. The parties agree to extend the term of the Agreement to include a fourth renewal term beginning on October 1, 2025 and ending on September 30, 2026.
2. **Exhibit C** of the Agreement is hereby amended and restated to incorporate the payment schedule for the fourth renewal term, effective as of October 1, 2025, a true and correct copy of which is attached hereto and incorporated herein as **Exhibit A** to this Fourth Amendment.
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Fourth Amendment shall be deemed effective as of October 8, 2025 (“the Effective Date”).

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

For City:

CITY OF COLLEYVILLE, TEXAS

For Contractor:

STRIPE-A-ZONE INC.

By: _____

Jerry Ducay
City Manager

By: _____

John Johnson
VP of Finance

Date: _____

Date: _____

Notice Address:

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

Notice Address:

Stripe-A-Zone, Inc.
Attn: John Johnson, VP of Finance
2714 Sherman Street
Grand Prairie, TX 75051-1082
E: jjohnson@stripe-a-zone.com

ATTEST:

By: _____

Christine Loven
City Secretary

EXHIBIT A

Fourth Amendment to Professional Services Agreement
Amended and Restated Exhibit C (Payment Schedule attached)

Exhibit C

CITY OF GRAND PRAIRIE ANNUAL CONTRACT RFB 21116

Renewal #3 thru 7/31/25	Renewal #4 thru 7/31/26
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ITEM ID	Quantity	Unit	Unit Price	Unit Price
666 2003--REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	1	LF	\$ 0.65	\$ 0.70
666 2012--REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	1	LF	\$ 0.65	\$ 0.70
666 6018--REFL PAV MRK TY I (W)6"(DOT)(100MIL)	1	LF	\$ 0.82	\$ 0.89
666 2021--TY I W 6" LNDP	1	LF	\$ 0.82	\$ 0.89
666 6027--REFL PAV MRK TY I (W)8"(BRK)(100MIL)	1	LF	\$ 0.84	\$ 0.91
666 6036--REFL PAV MRK TY I (W)8"(SLD)(100MIL)	1	LF	\$ 1.19	\$ 1.29
666 6039--REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	1	LF	\$ 1.32	\$ 1.43
666 6042--REFL PAV MRK TY I (W)12"(SLD)(100MIL)	1	LF	\$ 5.94	\$ 6.47
666 6048--REFL PAV MRK TY I (W)24"(SLD)(100MIL)	1	LF	\$ 7.13	\$ 7.77
666 6054--REFL PAV MRK TY I (W)(ARROW)(100MIL)	1	EACH	\$ 130.69	\$ 142.45
666 6057--REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	1	EACH	\$ 130.69	\$ 142.45
666 6078--REFL PAV MRK TY I (W)(WORD)(100MIL)	1	EACH	\$ 130.69	\$ 142.45
666 6093--REFL PAV MRK TY I (W)(RR XING)(100MIL)	1	EACH	\$ 368.31	\$ 401.45
666 2111--REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	1	LF	\$ 0.65	\$ 0.70
666 6167--REFL PAV MRK TY II (W) 4" (BRK)	1	LF	\$ 0.30	\$ 0.33
666 6170--REFL PAV MRK TY II (W) 4" (SLD)	1	LF	\$ 0.30	\$ 0.33
666 6171--REFL PAV MRK TY II (W) 6" (BRK)	1	LF	\$ 0.34	\$ 0.37
666 6174--REFL PAV MRK TY II (W) 6" (SLD)	1	LF	\$ 0.34	\$ 0.37
666 6175--REFL PAV MRK TY II (W) 8" (BRK)	1	LF	\$ 0.34	\$ 0.37
666 6178--REFL PAV MRK TY II (W) 8" (SLD)	1	LF	\$ 1.19	\$ 1.29
666 6180--REFL PAV MRK TY II (W) 12" (SLD)	1	LF	\$ 0.86	\$ 0.93
666 6182--REFL PAV MRK TY II (W) 24" (SLD)	1	LF	\$ 1.20	\$ 1.30
666 6184--REFL PAV MRK TY II (W) (ARROW)	1	EACH	\$ 42.77	\$ 46.64
666 6185--REFL PAV MRK TY II (W) (DBL ARROW)	1	EACH	\$ 42.77	\$ 46.64
666 6192--REFL PAV MRK TY II (W) (WORD)	1	EACH	\$ 42.77	\$ 46.64
666 6196--REFL PAV MRK TY II (W) (RR XING)	1	EACH	\$ 42.77	\$ 46.64
666 6207--REFL PAV MRK TY II (Y) 4" (SLD)	1	LF	\$ 0.29	\$ 0.31
672 6006--REFL PAV MRKR TY I-A	1	EACH	\$ 2.98	\$ 3.25
672 6007--REFL PAV MRKR TY I-C	1	EACH	\$ 2.98	\$ 3.25
672 6009--REFL PAV MRKR TY II-A-A	1	EACH	\$ 7.13	\$ 7.77
672 6010--REFL PAV MRKR TY II-C-R	1	EACH	\$ 7.13	\$ 7.77
677 6001--ELIM EXT PAV MRK & MRKS (4")	1	LF	\$ 0.58	\$ 0.63
677 6002--ELIM EXT PAV MRK & MRKS (6")	1	LF	\$ 0.58	\$ 0.63
677 6003--ELIM EXT PAV MRK & MRKS (8")	1	LF	\$ 0.64	\$ 0.69
677 6005--ELIM EXT PAV MRK & MRKS (12")	1	LF	\$ 1.00	\$ 1.09
677 6007--ELIM EXT PAV MRK & MRKS (24")	1	LF	\$ 2.02	\$ 2.20
677 6008--ELIM EXT PAV MRK & MRKS (ARROW)	1	EACH	\$ 27.33	\$ 29.78
677 6012--ELIM EXT PAV MRK & MRKS (WORD)	1	EACH	\$ 32.08	\$ 34.96
677 6016--ELIM EXT PAV MRK & MRKS (RR XING)	1	EACH	\$ 47.52	\$ 51.79
677 2021--ELIM EXT (RAISED PAVEMENT MARKERS)	1	EACH	\$ 1.19	\$ 1.29
678 6001--PAV SURF PREP FOR MRK (4")	1	LF	\$ 0.36	\$ 0.39
678 6002--PAV SURF PREP FOR MRK (6")	1	LF	\$ 0.36	\$ 0.39
678 6004--PAV SURF PREP FOR MRK (8")	1	LF	\$ 0.36	\$ 0.39
678 6006--PAV SURF PREP FOR MRK (12")	1	LF	\$ 0.36	\$ 0.39
678 6008--PAV SURF PREP FOR MRK (24")	1	LF	\$ 0.36	\$ 0.39
678 6009--PAV SURF PREP FOR MRK (ARROW)	1	EACH	\$ 19.01	\$ 20.72
678 6010--PAV SURF PREP FOR MRK (DBL ARROW)	1	EACH	\$ 19.01	\$ 20.72
678 6016--PAV SURF PREP FOR MRK (WORD)	1	EACH	\$ 22.57	\$ 24.60
678 6020--PAV SURF PREP FOR MRK (RR XING)	1	EACH	\$ 42.77	\$ 46.64



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4h

Agenda Date 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with Dallas Harmony Construction, LLC for the Colleyville Center Window Replacement Project, in an amount not to exceed \$252,440.04, a contingency amount not to exceed \$30,000, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

On September 16, 2025, the City Council approved Resolution R-25-5075, adopting the Capital Improvement Program (CIP) Fiscal Year 2026-2030. The CIP includes \$250,000 for interior renovation at the Colleyville Center.

The Colleyville Center Window Replacement Project includes the removal and replacement of the large palladium windows in the main meeting room along the east side of the building. The new window configuration will match the existing. The interior wall trim around the windows will also be removed and replaced.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on September 7 and 14, 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 31 plan holders, of which 17 were general contractors, 4 sub-contractors, 2 suppliers, 3 others, 3 plan rooms, and 2 owners.

The City received three sealed bids, which were opened and publicly read aloud on September 22, 2025. The bid received from Hobo Construction, LLC was found to be non-responsive as they didn't submit a bid bond.

Staff seeks approval of a Construction Services Agreement with Dallas Harmony Construction, LLC for the Colleyville Center Window Replacement Project, in an amount not to exceed \$252,440.04, and a contingency not to exceed \$30,000.

Financial Impact

Funding is allocated for this project in the Capital Projects fund.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

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

City of Colleyville - Colleyville Center Window Replacement Project
ID: BSV-2025-001

Item	Description	Unit	QTY	Hobo Construction LLC		Dallas Harmony Construction, LLC.		B&F Construction, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance for the lump sum of	LS	1.00	\$9,751.92	\$9,751.92	\$32,138.71	\$32,138.71	\$25,000.00	\$25,000.00
2	Demolition, per the drawings and specifications, for the lump sum of:	LS	1.00	\$6,826.34	\$6,826.34	\$9,200.00	\$9,200.00	\$7,500.00	\$7,500.00
3	Remove, salvage, and reinstall 2 double door assemblies with new hardware per the drawings and specifications, for the price of:	EA	2.00	\$3,900.77	\$7,801.54	\$1,325.00	\$2,650.00	\$2,500.00	\$5,000.00
4	Install new wood trim per the drawings and specifications, for the lump sum of:	LS	1.00	\$14,627.88	\$14,627.88	\$5,795.42	\$5,795.42	\$5,500.00	\$5,500.00
5	Install wood blocking/ framing as required to create window system configuration, per the drawings and specifications, for the lump sum of:	LS	1.00	\$6,826.34	\$6,826.34	\$17,873.30	\$17,873.30	\$7,500.00	\$7,500.00
6	Install 4 window systems, including all incidentals, per the drawings and specifications for the price of:	EA	4.00	\$9,751.92	\$39,007.68	\$42,538.44	\$170,153.76	\$85,000.00	\$340,000.00
7	Repair gypsum board as needed, per the drawings and specifications, for the lump sum price of:	LS	1.00	\$7,801.53	\$7,801.53	\$2,672.76	\$2,672.76	\$4,500.00	\$4,500.00
8	Prime and repaint per the project drawings and specifications, for the lump sum of:	LS	1.00	\$4,875.95	\$4,875.95	\$11,956.09	\$11,956.09	\$6,500.00	\$6,500.00
Grand Total					\$97,519.18	\$252,440.04		\$401,500.00	

September 23, 2025



Elijah Dorminy
CIP Manager
City of Colleyville

Re: Colleyville Center Window Replacement

Elijah,

The Colleyville Center Window Replacement Project received three bids on September 22, 2025. The three bidders were as follows:

Dallas Harmony Construction, LLC
Hobo Construction LLC
B & F Construction, LLC

Based on the bids and proposal information required the contractors were evaluated based on the criteria factors as defined in the project specifications. The result of the evaluation ranks Dallas Harmony Construction, LLC as the recommended contractor for council approval.

Dallas Harmony Construction, LLC was the lowest responsive bidder for the base bid scope of work. The company has been in business since 2013 with experience in renovation of similar types of municipal projects. The following references for the company were contacted:

Acumen Enterprises – Positive recommendation regarding work performed (subcontracted) for the City of Dallas

City of Arlington – Positive recommendation regarding installation and repair work for past and current projects.

Child Care Associates - Positive recommendation regarding renovation experience.

Hidell and Associates Architect recommend the City of Colleyville approve Dallas Harmony Construction, LLC. for the project.

Sincerely,

A handwritten signature in black ink that reads "Aaron Babcock".

Aaron Babcock
Hidell and Associates Architects

CONSTRUCTION SERVICES AGREEMENT
COLLEYVILLE CENTER WINDOW REPLACEMENT PROJECT
(Bid #BSV-2025-001)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Dallas Harmony Construction, 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 Colleyville Center Window Replacement Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

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

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #BSV-2025-001;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

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

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed TWO HUNDRED AND FIFTY-TWO THOUSAND, FOUR HUNDRED AND FORTY DOLLARS AND FOUR CENTS (\$252,440.04) ("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 seventy-six (76) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before seventy-six (76) 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 \$2,500.00 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: DALLAS HARMONY CONSTRUCTION, LLC By: _____ Shripad Maldikar 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> Dallas Harmony Construction, LLC Attn: Shripad Maldikar, President 2300 Valley View Ln Irving, Texas 75062 E: shree@dhctexas.com

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.

Dallas Harmony Construction LLC
Irving, TX United States

Certificate Number:
2025-1367864

Date Filed:
09/24/2025

Date Acknowledged:
09/24/2025

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.

BSV-2025-001
Colleyville Center Window Replacement Project

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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Dallas Harmony Construction LLC
Irving, TX United States

Certificate Number:
2025-1367864

Date Filed:
09/24/2025

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.

BSV-2025-001
Colleyville Center Window Replacement Project

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

5 Check only if there is NO Interested Party.



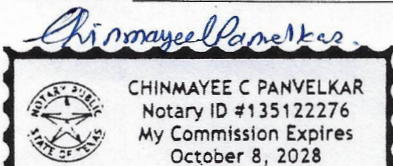
6 UNSWORN DECLARATION

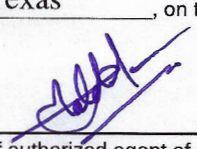
My name is Shripad Maldikar, and my date of birth is 4/26/1984.

My address is 2300 Valley View Lane, Suite 855, Irving, TX, 75062, USA.
(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 24 day of 09, 2025.
(month) (year)




Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4i

Agenda Date 10/8/2025

Number Resolution R-25-5078

Type Resolution

Department City Manager

Title

Nominating candidate(s) to the Tarrant Appraisal District (TAD) Board of Directors

Explanation

Reading and Public Hearing

The City of Colleyville contracts with the Tarrant Appraisal District (TAD) for setting property valuations. As a taxing unit in Tarrant County, the City is entitled to participate in the process of nominating and voting for members of the TAD Board of Directors (TADBOD). The current terms of two appointed (Michael Alfred and Wendy Burgess) TADBOD will expire on December 31, 2025. Should the City Council choose to make a nomination(s), the name of the nominee(s) must be adopted by resolution and the name(s) submitted to TAD not later than October 14, 2025.

After receipt of the nominations, the Chief Appraiser will prepare a ballot and distribute to all taxing units. Before December 15, 2025, all taxing units may cast their allowed votes (determined by the percentage of taxes imposed), for their candidate(s) of choice on the ballot. Ballots will be counted by the Chief Appraiser and new board members will be seated with a term to begin January 1, 2026.

Michael Alfred and Sayeda Syed are seeking City Council support for nomination to the TADBOD.

Financial Impact

There is no financial impact to the City.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 10/8/2025

Number Ordinance O-25-2347

Type Ordinance

Department City Manager

Title

An ordinance extending the term of the Tax Increment Financing District (TIRZ), expanding the boundaries, and increasing the project costs

Explanation

First Reading and Public Hearing

At the request of City Council earlier this year, staff began working with the City's TIF Consultant, Pettit and Ayala Consulting, to develop a strategy for a possible TIF expansion and extension. Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

In 1998 the City of Colleyville established Tax Increment Reinvestment Zone #1 (TIRZ #1) (Ordinance O-98-1124, amended by Ordinance O-98-1132) providing for a TIRZ district encompassing 633 acres along Colleyville Boulevard (State Highway 26) with a base value of \$75,821,735, and scheduling to expire on December 21, 2030. The original project plan and reinvestment zone financing plan adopted by Ordinance O-98-1132, was amended twice, and included \$35,328,690 in project costs, including public projects and \$7,938,690 in Grapevine-Colleyville Independent School District (GCISD) school improvements.

In November 2012, the TIF was amended once again to expand the boundaries (TIRZ #1A) and include new project costs of \$44,456,185, including \$17,256,185 in Economic Development Grants, with the purpose of benefiting the City, its residents, and property owners.

On July 2, 2024, Ordinance O-24-2287 approved an amendment to the original project plan and reinvestment zone financing plan to outline the funding of \$79,784,875 in project costs, including costs associated with operating reinvestment zone project facilities.

This item provides for consideration by the City Council, pursuant to Chapter 311 of the Texas Tax Code, to further amend Tax Increment Reinvestment Zone #1, to expand the boundaries (TIRZ #1B) and extend the term. The goal of the TIRZ is to fund the

construction of needed public infrastructure and to encourage private development, which will yield additional tax revenue to all local taxing jurisdictions.

This preliminary amended project and financing plan outlines the funding of \$147,727,255 in public improvements related to water, wastewater, public infrastructure, roadway and storm drainage, as well as open space and park facilities, and economic development grants. Approval will allow the TIRZ to fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Colleyville, and will extend the TIRZ to December 31, 2055.

Financial Impact

There is a potential of funding \$147,727,255 in public improvements related to water, wastewater, public infrastructure, roadway and storm drainage, as well as open space and park facilities, and economic development grants through 2055.

Recommendation

Approve

Attachments

1. Ordinance O-25-2347

ORDINANCE O-25-2347

AN ORDINANCE AMENDING ORDINANCE O-12-1858, CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF COLLEYVILLE, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY EXPANDING THE BOUNDARIES AND EXTENDING THE TERM OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF COLLEYVILLE, TEXAS

WHEREAS, the City of Colleyville, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City or the extraterritorial jurisdiction (the "ETJ") of the municipality as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain noncontiguous geographic area in the City, which is more specifically described in Exhibits "A" and "B" of this Ordinance (the "Zone"), through the expansion of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified as Chapter 311 of the Texas Tax Code; and

WHEREAS, on November 4, 1998, the City Council of the City of Colleyville, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance O-98-1124 designating a contiguous geographic area within the City as a Reinvestment Zone Number One, City of Colleyville, Texas (the "Zone"); and

WHEREAS, on December 15, 1998, the City Council of the City of Colleyville, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance O-98-1131, amending Reinvestment Zone Number One, City of Colleyville, Texas (the "Zone"); and

WHEREAS, on November 24, 1998, the Board of Directors for the Zone ("TIRZ Board") reviewed and recommended adoption of a Project and Financing Plan for the Zone, which was

subsequently approved by the City Council on December 15, 1998, pursuant to Ordinance O-98-1132, later amended by Ordinance O-02-1324 and Ordinance O-03-1402; and

WHEREAS, on December 4, 2012, the City Council of the City of Colleyville, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance O-12-1858 expanding the boundaries of Reinvestment Zone Number One, City of Colleyville, Texas (the "Zone"); and

WHEREAS, the City Council of the City of Colleyville, Texas, now desires to further amend Reinvestment Zone Number One, City of Colleyville, Texas, to expand the boundaries of the existing Reinvestment Zone Number One and extend the term; and

WHEREAS, upon approval of this Ordinance, Reinvestment Zone Number One, City of Colleyville, Texas, will consist of noncontiguous land, as described and depicted in Exhibits "A" and "B" of this Ordinance, a copy of which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, Section 311.01 (e) of the Texas Tax Code, in pertinent part provides, "If an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d);" and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Amended Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Colleyville*, attached as Exhibit "C" (hereinafter referred to as the "Preliminary Amended Project and Finance Plan") for a proposed amended tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the expansion of the proposed zone was published in a newspaper having general circulation in the City on September 30, 2025, which date is before the

seventh (7th) day before the first public hearing held on October 8, 2025; and

WHEREAS, notice of the public hearing on the expansion of the proposed zone was published in a newspaper having general circulation in the City on October 13, 2025, which date is before the seventh (7th) day before the second public hearing held on October 21, 2025; and

WHEREAS, at the public hearings on October 8, 2025, and October 21, 2025, interested persons were allowed to speak for or against the expanded boundaries of the Zone, the extension of the term, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearings on October 8, 2025, and October 21, 2025, and in favor of the amendment of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearings were closed on October 8, 2025, and October 21, 2025; and

WHEREAS, the City has taken all actions required to expand the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Amended Project and Finance plan has been prepared for the proposed expanded reinvestment zone.

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

Sec. 1. **RECITALS INCORPORATED.**

THAT the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Sec. 2. **FINDINGS.**

THAT the City Council, after conducting the above described hearings and having heard the evidence and testimony presented at the hearings, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearings on the expansion of the reinvestment zone and extension of the term has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the expansion of the reinvestment zone with boundaries as described and depicted in Exhibits "A" and "B" will result in benefits to the City, its residents, and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the expanded reinvestment zone, as defined in Exhibits "A" and "B", meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
 - 1. It is a geographic area located wholly within the City limits and extraterritorial jurisdiction of the City; and
 - 2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Sec. 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.
- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

Sec. 3.

DURATION OF THE ZONE.

That the expanded Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Sec. 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2055 (with the final year's tax increment to be collected by September 1, 2056) for the boundaries created in 1998 ("Original Boundaries"), those parcels added to the TIRZ with the boundary expansion in 2012 ("TIRZ 1A"), and those parcels added to the TIRZ with the boundary expansion included in this 2025 amendment ("TIRZ 1B"); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes, and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Sec. 311.017 of the Act.

Sec. 4.

TAX INCREMENT BASE AND TAX INCREMENT.

THAT the tax increment base for the Original Boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 1998, which is the year in which the Zone was originally designated as a reinvestment zone, as defined by Section

311.0123. The tax increment base for TIRZ 1A, the 2012 expanded boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2012, which is the year in which the expanded area of the Zone was designated as a reinvestment zone, as defined by Section 311.0123. The tax increment base for TIRZ 1B, the 2025 expanded boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2025, which is the year in which the expanded area of the Zone was designated as a reinvestment zone, as defined by Section 311.0123.

For the entirety of the Zone (Original Boundaries, TIRZ 1A, and TIRZ 1B) the TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) one hundred (100%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

Sec. 5. **SEVERABILITY CLAUSE.**

THAT should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Sec. 6. **OPEN MEETINGS.**

THAT It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was

Sec. 7. EFFECTIVE DATE.

Whitt Wyatt
City Attorney

EXHIBIT "A"

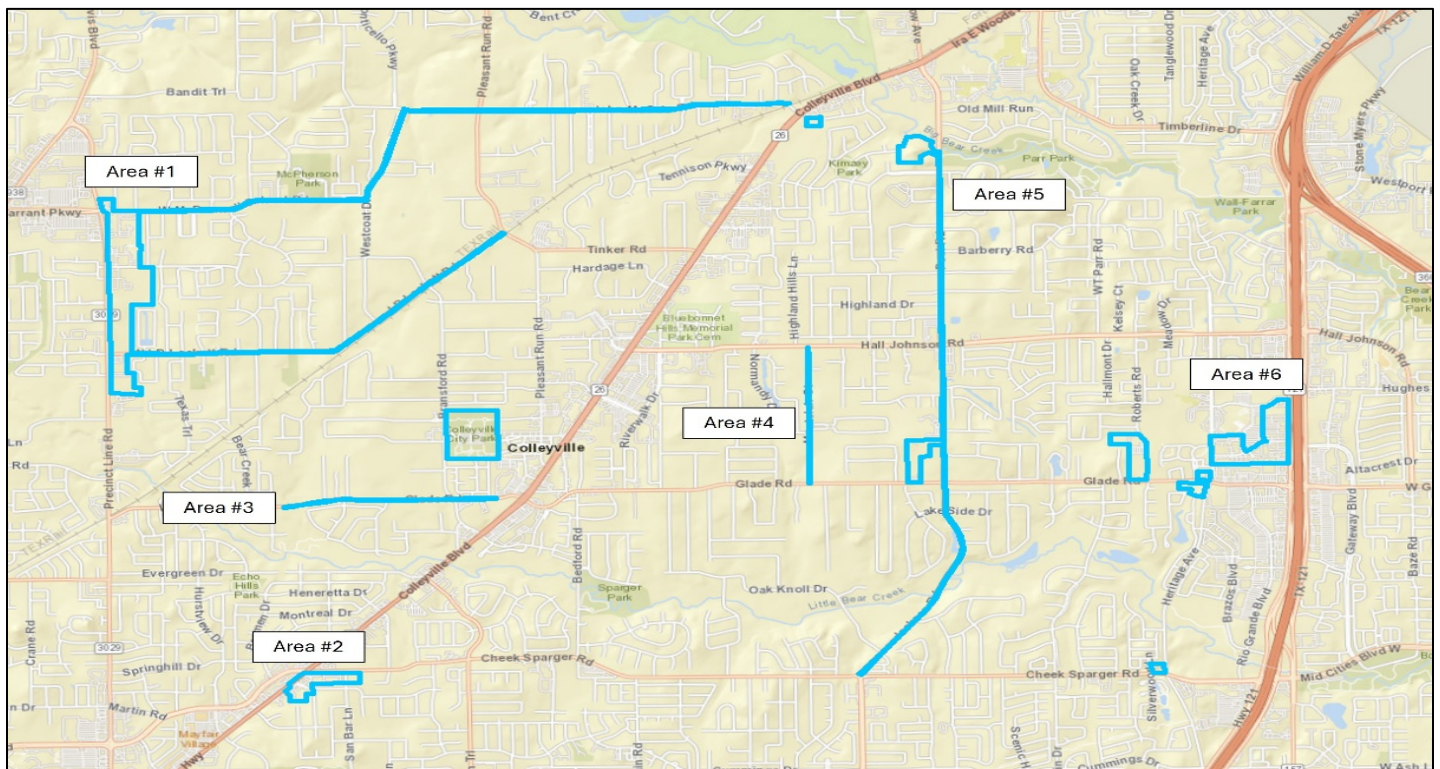
BOUNDARY DESCRIPTION

The 1998 initial Colleyville TIRZ #1 boundary, as described in Ordinance 0-98-1124, encompassed approximately 633 acres along State Highway 26 (SH26) stretching from its southern most point at Cheek-Sparger Road to its northern most point near John McCain Road.

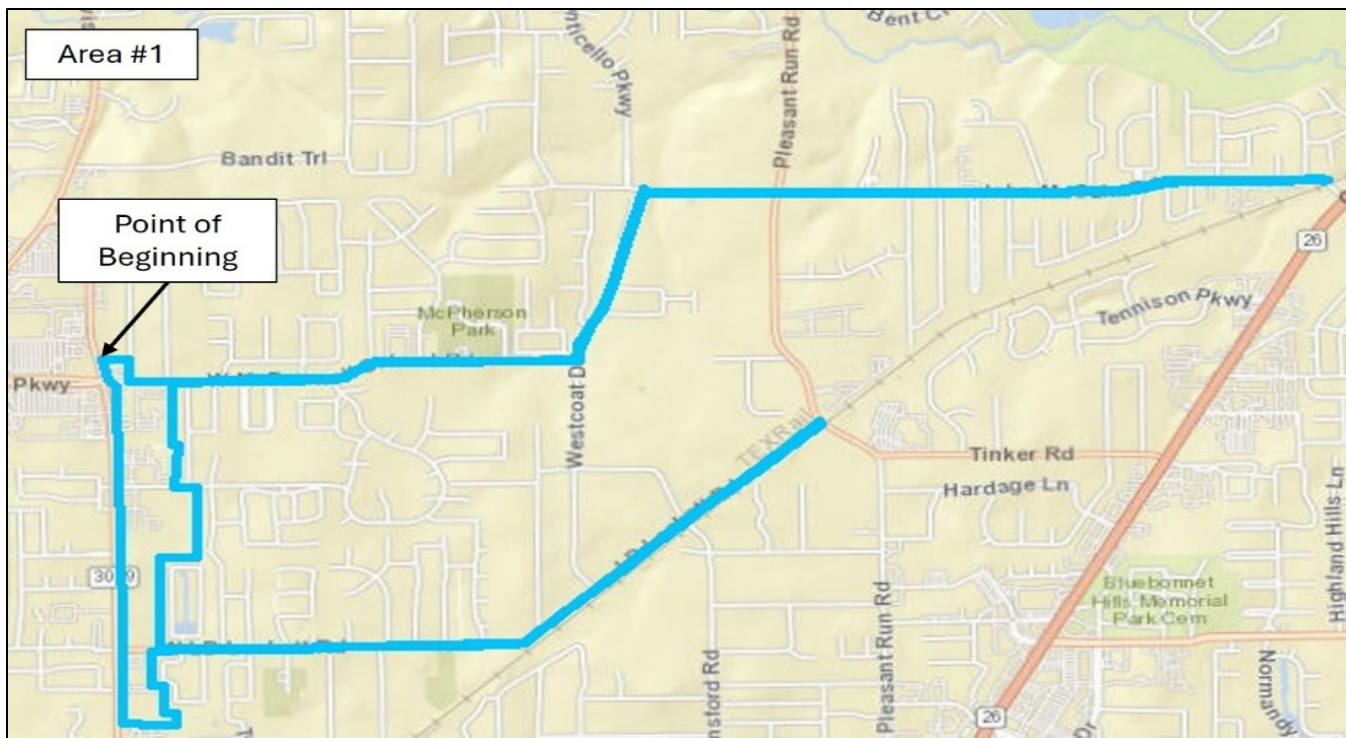
The 2012 expanded boundary, TIRZ #1A, as described in Ordinance 0-12-1858, followed a very similar path but included; approximately 20 new parcels near the intersection of Cheek-Sparger Road and Wayne drive, 26 parcels near the intersection of Cheek-Sparger Road and State Highway 26 (SH26), Bluebonnet Hills Memorial Park, 15 parcels in Glade Points Center at the intersection of Highway 121 and Glade Road, and a number of City owned parcels south of State Highway 26 (SH26) and east of Longwood Drive.

The 2025 expanded boundaries are noncontiguous and are located in the corporate limits of the City. The boundaries include areas along Precinct Line Road, W McDonnell School Road, W LD Lockett Road, Colleyville Boulevard, Bransford Road, Glade Road, Heritage Road, Westcoat Drive, John McCain Road, Montclair Street, Pool Road, and Jackson Road, including various noncontiguous areas and parcels, as more particularly described below:

City of Colleyville TIRZ 1B



 - TIRZ #1B Boundary



Area #1

Beginning at the point where the northwest corner of Property ID 40680983 meets the eastern right of way boundary of Precinct Line Road, thence

West across the northern boundary of Property ID 40680983, continuing south along the eastern boundary to the point the southeast corner meets the northern right of way boundary of W McDonwell School Road, thence

East along the northern right of way boundary of W McDonwell School Road to the point it meets the western right of way boundary of Westcoat Drive, thence

North along the western right of way boundary of Westcoat Drive to the point it meets the northern right of way boundary of John McCain Road, thence

East along the northern right of way boundary of John McCain Road to the point it meets the southeast corner of Property ID 07644175, thence

South across John McCain Road to the point the southern right of way boundary of John McCain Road meets the northern boundary of Property ID 06495583, thence

West along the southern right of way boundary of John McCain Road to the point it meets the eastern right of way boundary of Westcoat Drive, thence

South along the eastern right of way boundary of Westcoat Drive to the point it meets the southern right of way boundary of W McDonwell School Road, thence

West along the southern right of way boundary of W McDonwell School Road to the point it meets the northeast corner of Property ID 41008928, thence

South along the eastern boundary of Property ID 41008928 to the point it meets Property ID 41571452, thence

South along the eastern boundary of Property ID 41571452 to the point it meets the northern right of way boundary of W Lavaca Trail, thence

South across W Lavaca Trail to the northern boundary of Property ID 40111431, thence

East along the southern right of way boundary of W Lavaca Trail to the point it meets the northeast corner of Property ID 04420160, thence

South along the eastern boundary of Property ID 04420160, continuing west along the southern boundary to the point it meets the southeast corner of Property ID 40111431, thence

West along the southern boundary of Property ID 40111431, continuing west along Property ID 42568330, thence

South along Property ID 42568330, continuing south along the eastern boundaries of Property ID 04081609, Property ID 04081803, and Property ID 03834727, to the point it meets the northern right of way boundary of W LD Lockett Road, thence

East along the northern right of way boundary of W LD Lockett Road to the point it meets the western right of way boundary of Pleasant Run Road, thence

South across LD Lockett Road to the southern right of way boundary of LD Lockett Road, thence

West along the southern right of way boundary of W LD Lockett Road to the point it meets the northeast corner of Property ID 07391331, thence

South along the eastern boundary of Property ID 07391331, continuing south along the eastern boundaries of Property ID 41228529 and Property ID 42003723, thence

West along the southern boundary of Property ID 42003723 to the point it meets the eastern right of way boundary of Precinct Line Road, thence

North along the eastern right of way boundary of Precinct Line Road, to the point it meets the northwest corner of Property ID 40680983, which is the point of beginning.



Area #2 (State Highway 26 & Cheek-Sparger Road)

Beginning at the point where the southern right of way of Mid Cities Boulevards meets the western right of way of way of State Highway 26, thence

East across State Highway 26 along the southern right of way of Cheek-Sparger Road to the point it meets the northeast corner of Property ID 06069215, thence

South along the eastern boundary of Property ID 06069215, continuing west along the southern boundary to the point it meets the eastern right of way boundary of San Bar Lane, thence

West across San Bar Lane to the southeast corner of Property ID 40445356, thence

West along the southern boundary of Property ID 40445356, continuing west along the southern boundary of Property ID 40445348 to the point it meets Property ID 04855205, thence

South along the eastern boundary of Property ID 04855205 to the point it meets the northern right of way boundary of W Greenbriar Lane, thence

South across W Greenbriar Lane to the northeast corner of Property ID 06780067, thence south along the eastern boundary of Property ID 06780067, continuing west along the boundary to the point it meets the southeast corner of Property ID 05239222, thence

West along the southern boundary of Property ID 05239222, continuing north to the point the northwest corner of Property ID 05239222 meets the eastern right of way boundary of State Highway 26, thence

East along the eastern right of way boundary of State Highway 26 to the northern corner of Property ID 05239222, thence

North across State Highway 26 to the southern corner of Property ID 05576407, thence

East along the western right of way boundary of State Highway 26 to the point it meets the southern right of way of Mid Cities Boulevard, which is the point of beginning.

Area #3 (Glade Road)

Beginning at the point where the northern right of way boundary of Glade Road meets the southwest corner of Property ID 02953579, thence

West along the northern right of way boundary of Glade Road to the point it meets the southeast corner of Property ID 06632416, thence

South across Glade Road to the southern right of way boundary of Glade Road where it meets the northeast corner of Property ID 06574564, thence

West along the southern right of way boundary of Glade Road to the point it meets the northwest corner of Property ID 42732768, thence

North across Glade Road to the point the northern right of way boundary of Glade Road meets the southwest corner of Property ID 02953579, which is the point of beginning.

Area #4 (Montclair Street)

Beginning at the point the northern right of way boundary of Glade Road meets the western right of way boundary of Montclair Street, thence

North along the western right of way boundary of Montclair Street to the point it meets the southern right of way boundary of Hall Johnson Road, thence

East across Hall Johnson Road to the eastern right of way boundary of Montclair Street, thence

South along the eastern right of way boundary of Montclair Street to the point it meets the northern right of way boundary of Glade Road, thence

West across Glade road to the point the northern right of way boundary of Glade Road meets the western right of way boundary of Montclair Street, which is the point of beginning.

Area #5 (Jackson/Pool Road)

Beginning at the point the northern right of way boundary of Cheek-Sparger Road meets the western right of way boundary of Jackson Road, thence

North along the western right of way boundary of Jackson Road to the point it meets the southeast corner of Property ID 41186214, thence

West along the southern boundary of Property ID 41186214 to the point it meets the eastern boundary of Property ID 06351891, thence

South along the eastern boundary of Property ID 06351891, continuing west and then north along the boundary of Property ID 06351891 to the point it meets the northwest corner of Property ID 41186214, thence

East along the northern boundary of Property ID 41186214 to the point it meets the western right of way boundary of Pool Road, thence

North along the western right of way boundary of Pool Road to the point it meets the southeast corner of Property ID 03815188, thence

West along the southern boundary of Property ID 03815188, continuing north and then east along the boundary to the point the northeast corner of Property ID 03815188 meets the western right of way boundary of Pool Road, thence

East across Pool Road to the point the northwest corner of Property ID 03979571 meets the eastern right of way boundary of Pool Road, thence

South along the eastern right of way boundary of Pool Road to the point it meets the northern right of way boundary of Cheek-Sparger Road, thence

West across Jackson Road to the point the northern right of way boundary of Cheek-Sparger Road meets the western right of way boundary of Jackson Road, which is the point of beginning.

Area #6 (Jackson/Pool Road)

Beginning at the point where the western right of way boundary of William D Tate Avenue meets the northeast corner of Property ID 40652602, thence

South along the western right of way boundary of William D Tate Avenue to the point it meets the southeast corner of Property ID 07352018, thence

West along the southern boundary of Property ID 07352018, continuing west to the point the southwest corner of Property ID 06878571 meets the eastern right of way boundary of Heritage Avenue, thence

West across Heritage Avenue to the point the western right of way boundary of Heritage Avenue meets the eastern boundary of Property ID 41488075, thence

North along the western right of way boundary of Heritage Avenue to the point it meets the eastern boundary of Property ID 06497780, thence

East across Heritage Avenue to the northwest corner of Property ID 41387716, thence

East across the northern boundary of Property ID 41387716, continuing south along the eastern boundary of Property ID 41387716 to the point it meets the northeast corner of Property ID 41332830, thence

South along the eastern boundary of Property ID 41332830 to the point it meets the northeast corner of Property ID 41250672, thence

South along the eastern boundary of Property ID 41250672 to the point it meets the northern right of way boundary of Gateway Drive, thence

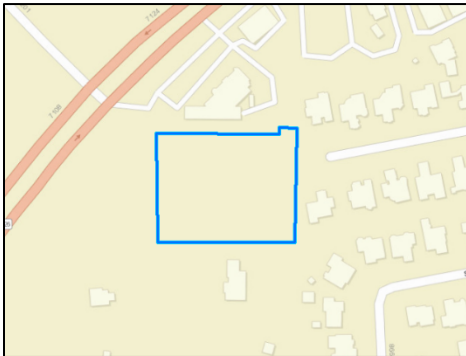
East along the northern right of way boundary of Gateway Drive to the point it meets the southwest corner of Property ID 41200268, thence

North along the western boundary of Property ID 41200268 to the point it meets the southwest corner of Property ID 41323513, thence

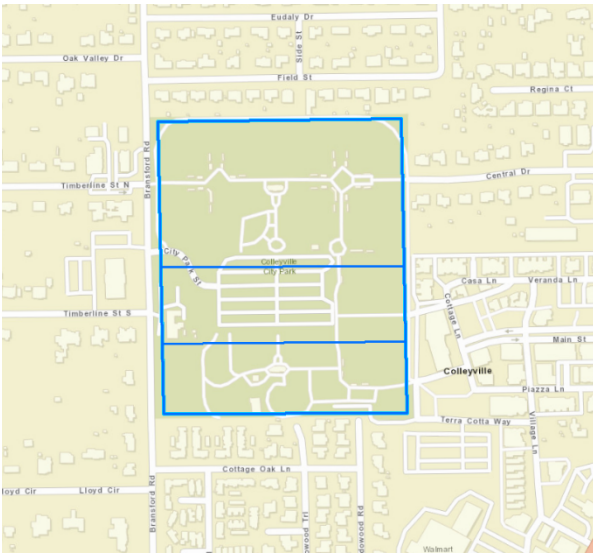
North along the western boundary of Property ID 41323513, continuing north to the southwest corner of Property ID 40652602, thence

North and then east along the northern boundary of Property ID 40652602 to the point it meets the western right of way boundary of William D Tate Avenue, which is the point of beginning.

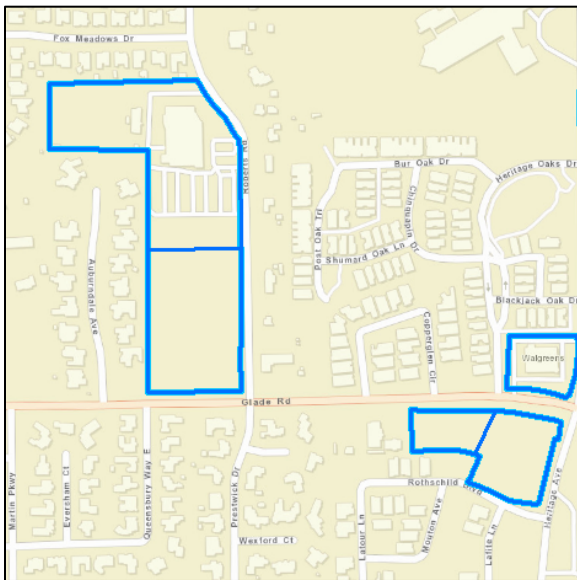
TIRZ 1B also includes additional noncontiguous parcels including the following Property IDs:



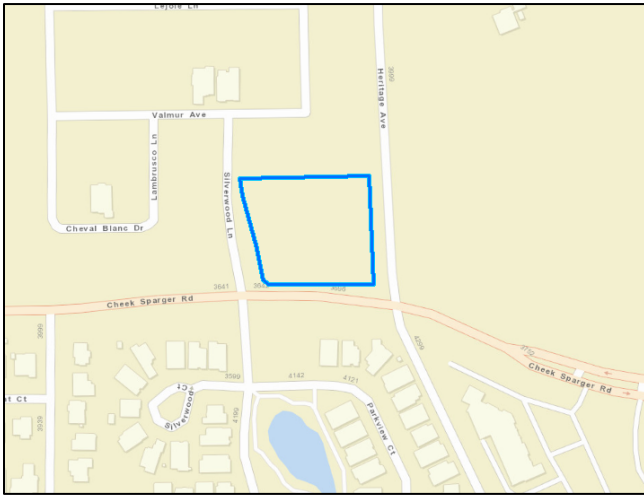
- Property ID 41449010, GARDENS, THE Block 1 Lot 1R LESS PORTION IN TIF



- Property ID 06196020, CITY PARK ADDITION Block 1 Lot 1
- Property ID 06196039, CITY PARK ADDITION Block 1 Lot 2
- Property ID 03781976, BBB & C RY SURVEY Abstract 206 Tract 2D



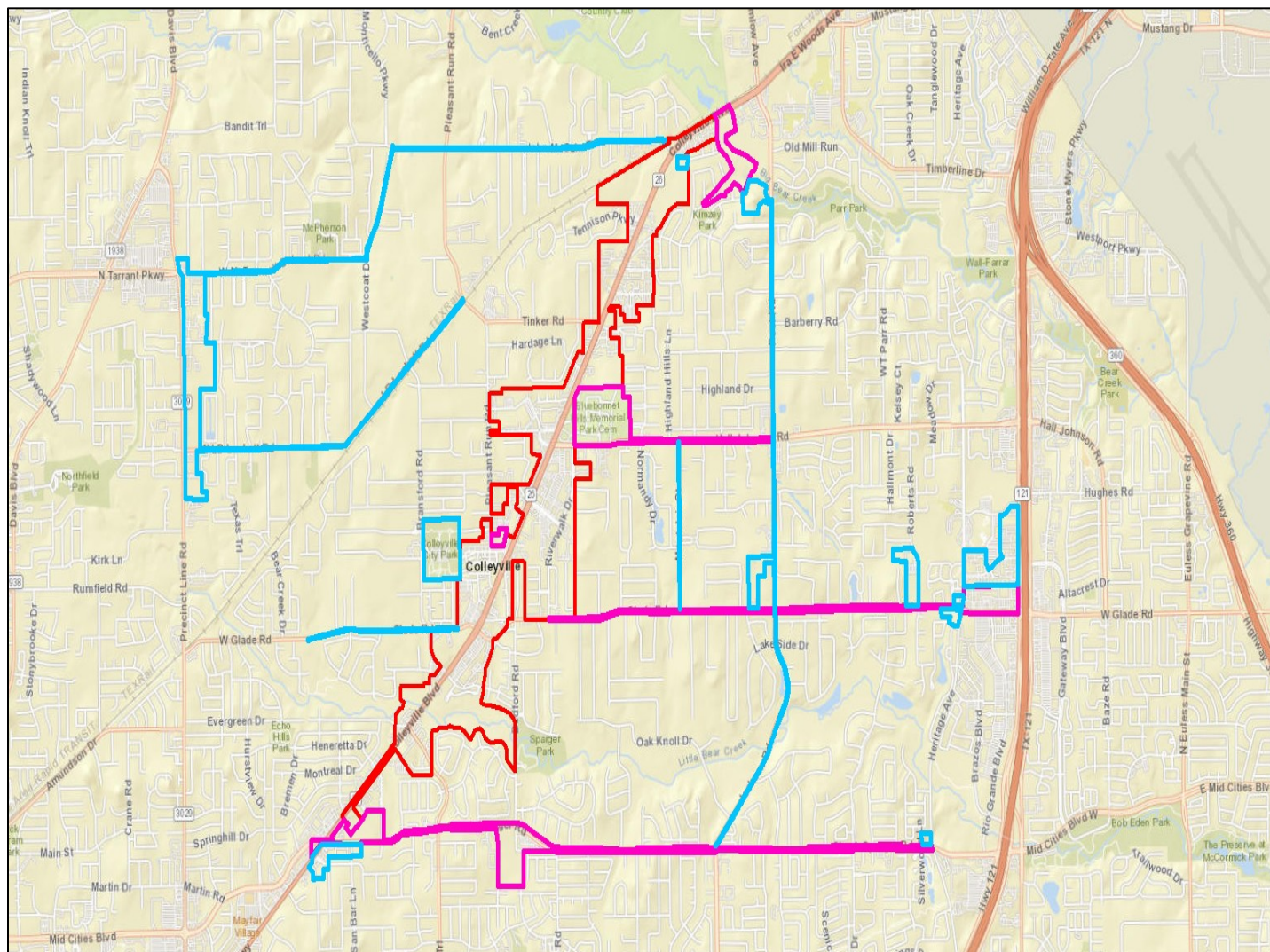
- Property ID 06351905, METROPLEX COVENANT CHURCH ADDN Lot 1R1
- Property ID 04504941, MINTER, GREEN W SURVEY Abstract 1034 Tract 8A
- Property ID 07064497, WALGREEN PLAZA ADDITION Block 1 Lot 1A
- Property ID 42452421, 170 PLAYERS ADDITION Block A Lot 1
- Property ID 42452439, 170 PLAYERS ADDITION Block A Lot



Property ID 41717260, DOSS, JESSE SURVEY Abs

EXHIBIT "B"

BOUNDARY MAP



-  - TIRZ #1 Boundary
-  - TIRZ #1A Boundary
-  - TIRZ #1B Boundary

EXHIBIT "C"
PRELIMINARY AMENDED PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #1

City of Colleyville, Texas

AMENDED PROJECT AND FINANCING PLAN
OCTOBER 2025

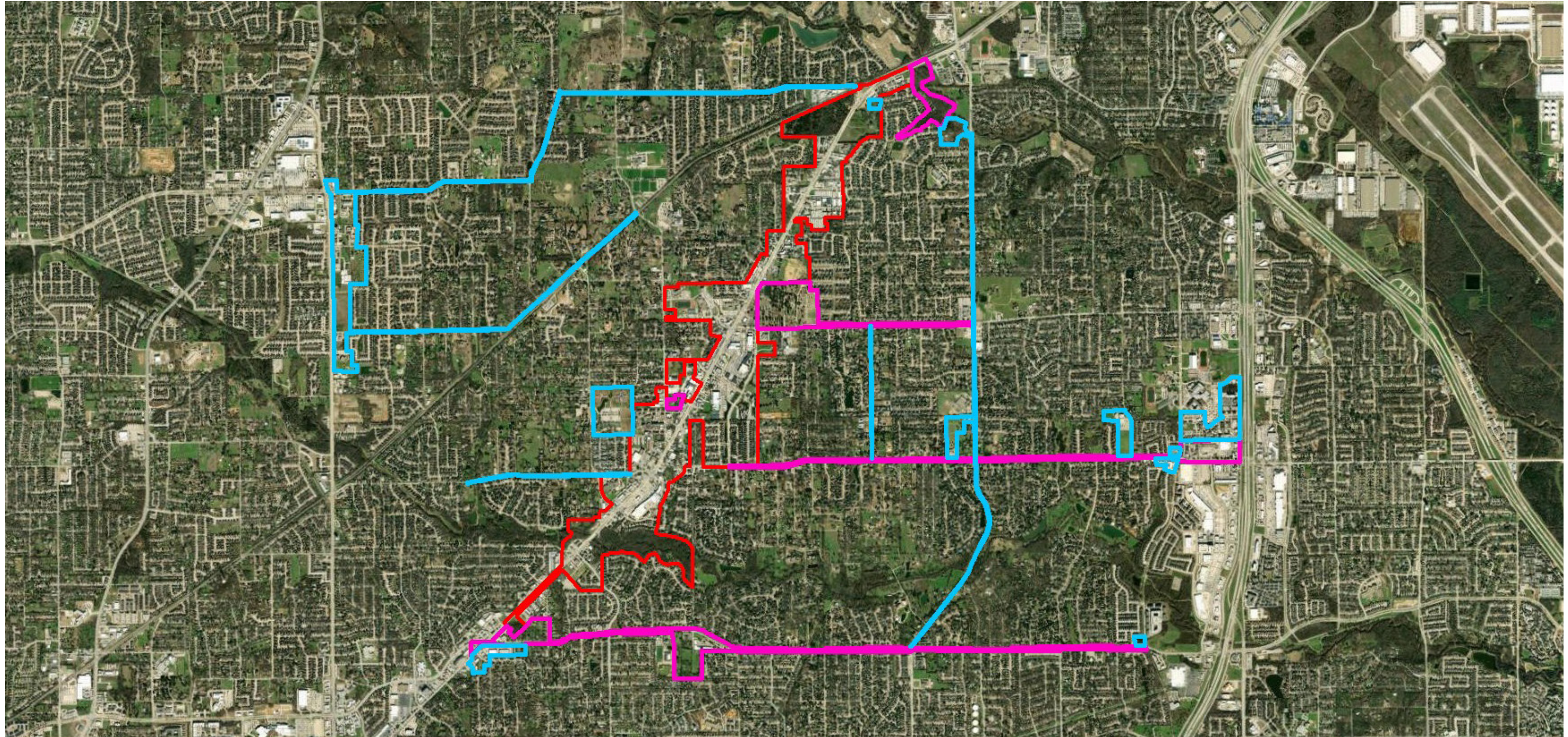


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DISCLAIMER

The conclusions and recommendations of Pettit & Ayala Consulting (PAC) are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Colleyville is a city in northeastern Tarrant County in Texas with an estimated population of 26,057. Centrally located in one of the country’s fastest growing metropolitan areas, Dallas-Fort Worth, Colleyville prides itself in having small town charm with big city conveniences.

Colleyville is located 14 miles from Fort Worth, 22 miles from Dallas, and 5 miles from D/FW Airport.

City facilities include 12 award-winning parks and greenbelts, with full service recreational facilities. The City has six lighted tennis courts and four lighted pickleball courts at City Park and McPherson Park features a playground, three pavilions, restrooms, drinking fountain, splashpad, Lyman Whitaker wind sculptures, open play areas, a hike and bike trail, a wildflower area, and the Rock House.

Tax Increment Reinvestment Zone #1, City of Colleyville

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

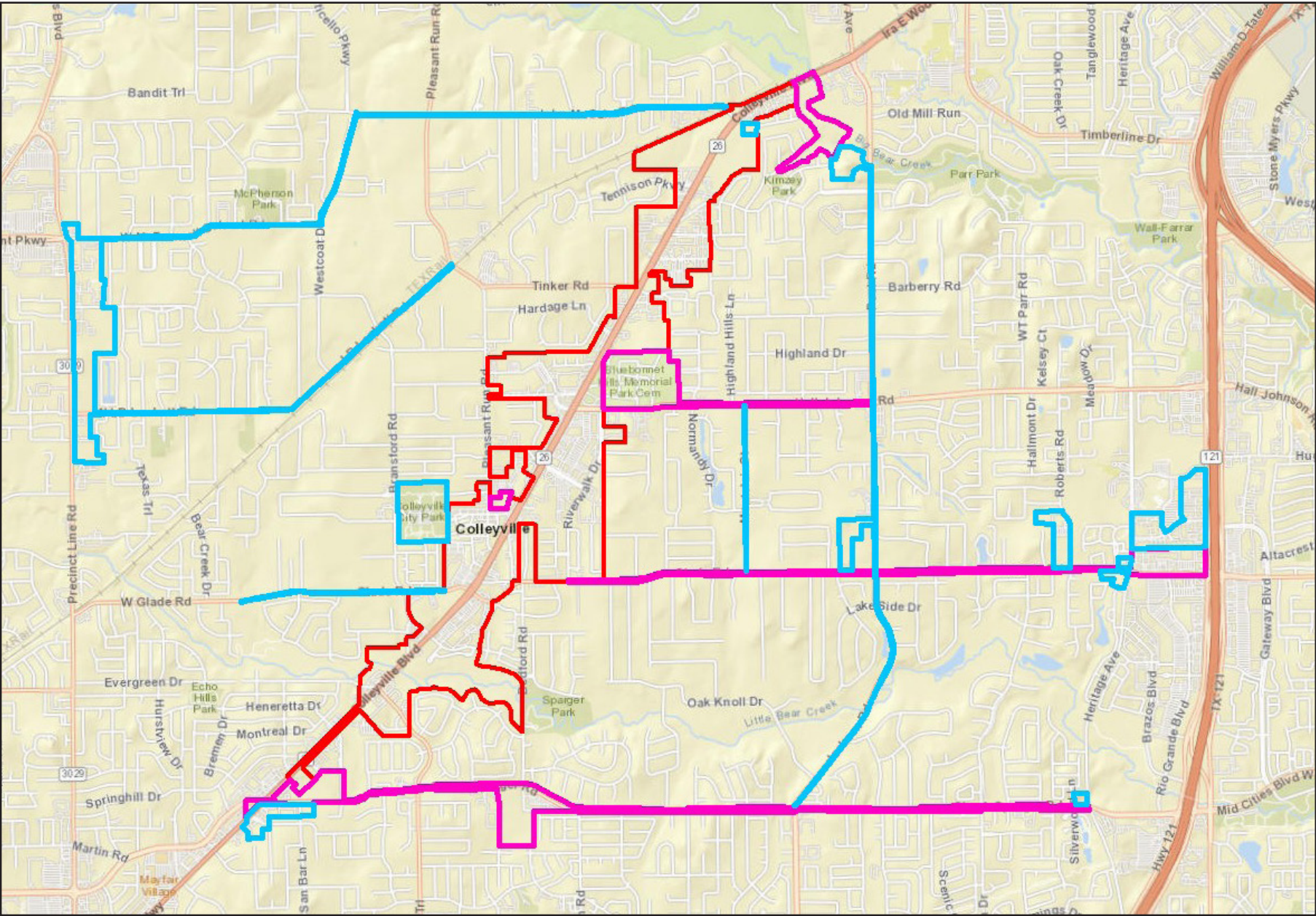
In 1998 the City of Colleyville established Tax Increment Reinvestment Zone #1 (TIRZ #1) pursuant to Ordinance 0-98-1124 and amended by Ordinance 0-98-1131 providing for a TIRZ district encompassing 633 acres along Colleyville Boulevard (State Highway 26) with a base value of \$75,821,735 and scheduling to expire on 12/31/2030. The original project plan and reinvestment zone financing plan adopted pursuant to Ordinance 0-98-1132 and later amended by Ordinance 0-02-1324 and Ordinance 0-03-1402 included in “Attachment Three” \$35,328,690 in project costs, including public projects and \$7,938,690 in Grapevine-Colleyville Independent School District (GCISD) school improvements.

In November 2012 the TIF was amended by Ordinance 0-12-1858 to expand the boundaries (TIRZ #1A) and include new project costs of \$44,456,185, including \$17,256,185 in Economic Development Grants, with the purpose of benefiting the City, its residents, and property owners.

On July 2, 2024, Ordinance 0-24-2287 approved an amendment to the original project plan and reinvestment zone financing plan that was adopted pursuant to Ordinance 0-98-1132, and later amended by Ordinance 0-02-1324, Ordinance 0-03-1402, and 0-12-1858. Ordinance 0-24-2287 served to update the project costs categories listed in “Attachment Three” to Ordinance 0-98-1132 and “Exhibit A” to Ordinance 0-12-1858, to outline the funding of a total of \$79,784,875 in project costs, including costs associated with operating reinvestment zone project facilities.

On October 21, 2025 the City Council of the City of Colleyville, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, will consider Ordinance 0-25-2347 further amending Tax Increment Reinvestment Zone #1, to expand the boundaries (TIRZ #1B) and extend the term. The goal of the TIRZ is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary amended project and financing plan outlines the funding of \$147,727,255 in public improvements related to water, wastewater, public infrastructure, roadway and storm drainage, as well as open space and park facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Colleyville. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ #1 Boundary
- TIRZ #1A Boundary
- TIRZ #1B Boundary

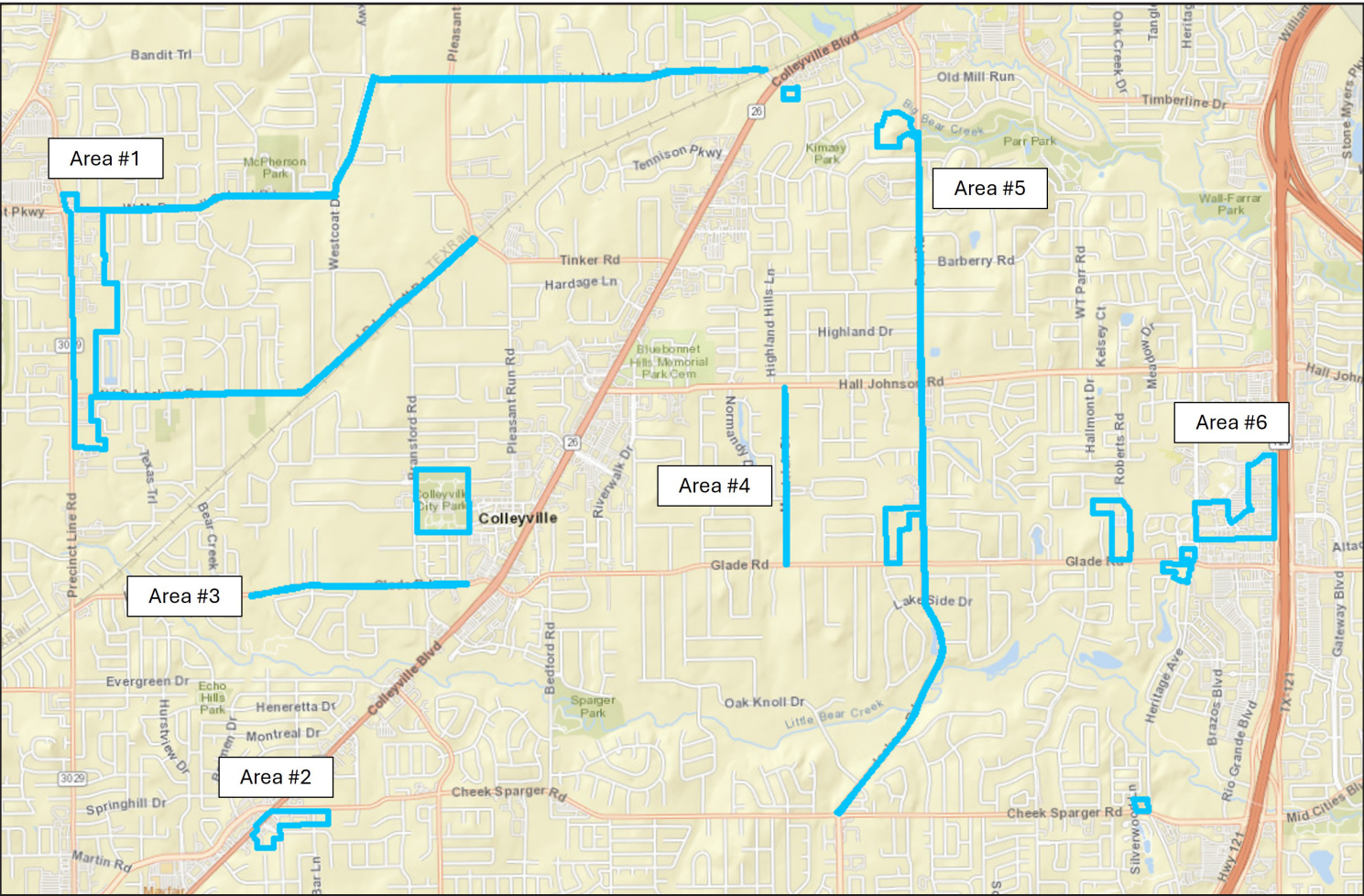
TIRZ Boundary

Boundary Description

The 1998 initial Colleyville TIRZ #1 boundary encompassed approximately 633 acres along State Highway 26 (SH26) stretching from its southern most point at Cheek-Sparger Road to its northern most point near John McCain Road. The description of the original boundary as approved in 1998 is included in Appendix A.

The 2012 expanded boundary, TIRZ #1A, as described in Ordinance 0-12-1858, followed a very similar path but included; approximately 20 new parcels near the intersection of Cheek-Sparger Road and Wayne drive, 26 parcels near the intersection of Cheek-Sparger Road and State Highway 26 (SH26), Bluebonnet Hills Memorial park, 15 parcels in Glade Points Center at the intersection of Highway 121 and Glade Road, and a number of City owned parcels south of State Highway 26 (SH26) and east of Longwood Drive. A map of the expanded boundary with the 2012 expanded properties highlighted and a list of all properties to be added to the zone at that time are included as Appendix B.

The 2025 expanded boundaries are noncontiguous and are located in the corporate limits of the City. The boundaries include areas along Precinct Line Road, W McDonwell School Road, W LD Lockett Road, Colleyville Boulevard, Bransford Road, Glade Road, Heritage Road, Westcoat Drive, John McCain Road, Montclair Street, Pool Road, and Jackson Road, including various noncontiguous areas and parcels, as more particularly described below:



 - TIRZ #1B Boundary

Legal Description TIRZ #1B (Continued)

Area #1

Beginning at the point where the northwest corner of Property ID 40680983 meets the eastern right of way boundary of Precinct Line Road, thence

West across the northern boundary of Property ID 40680983, continuing south along the eastern boundary to the point the southeast corner meets the northern right of way boundary of W McDonwell School Road, thence

East along the northern right of way boundary of W McDonwell School Road to the point it meets the western right of way boundary of Westcoat Drive, thence

North along the western right of way boundary of Westcoat Drive to the point it meets the northern right of way boundary of John McCain Road, thence

East along the northern right of way boundary of John McCain Road to the point it meets the southeast corner of Property ID 07644175, thence

South across John McCain Road to the point the southern right of way boundary of John McCain Road meets the northern boundary of Property ID 06495583, thence

West along the southern right of way boundary of John McCain Road to the point it meets the eastern right of way boundary of Westcoat Drive, thence

South along the eastern right of way boundary of Westcoat Drive to the point it meets the southern right of way boundary of W McDonwell School Road, thence

West along the southern right of way boundary of W McDonwell School Road to the point it meets the northeast corner of Property ID 41008928, thence

South along the eastern boundary of Property ID 41008928 to the point it meets Property ID 41571452, thence

South along the eastern boundary of Property ID 41571452 to the point it meets the northern right of way boundary of W Lavaca Trail, thence

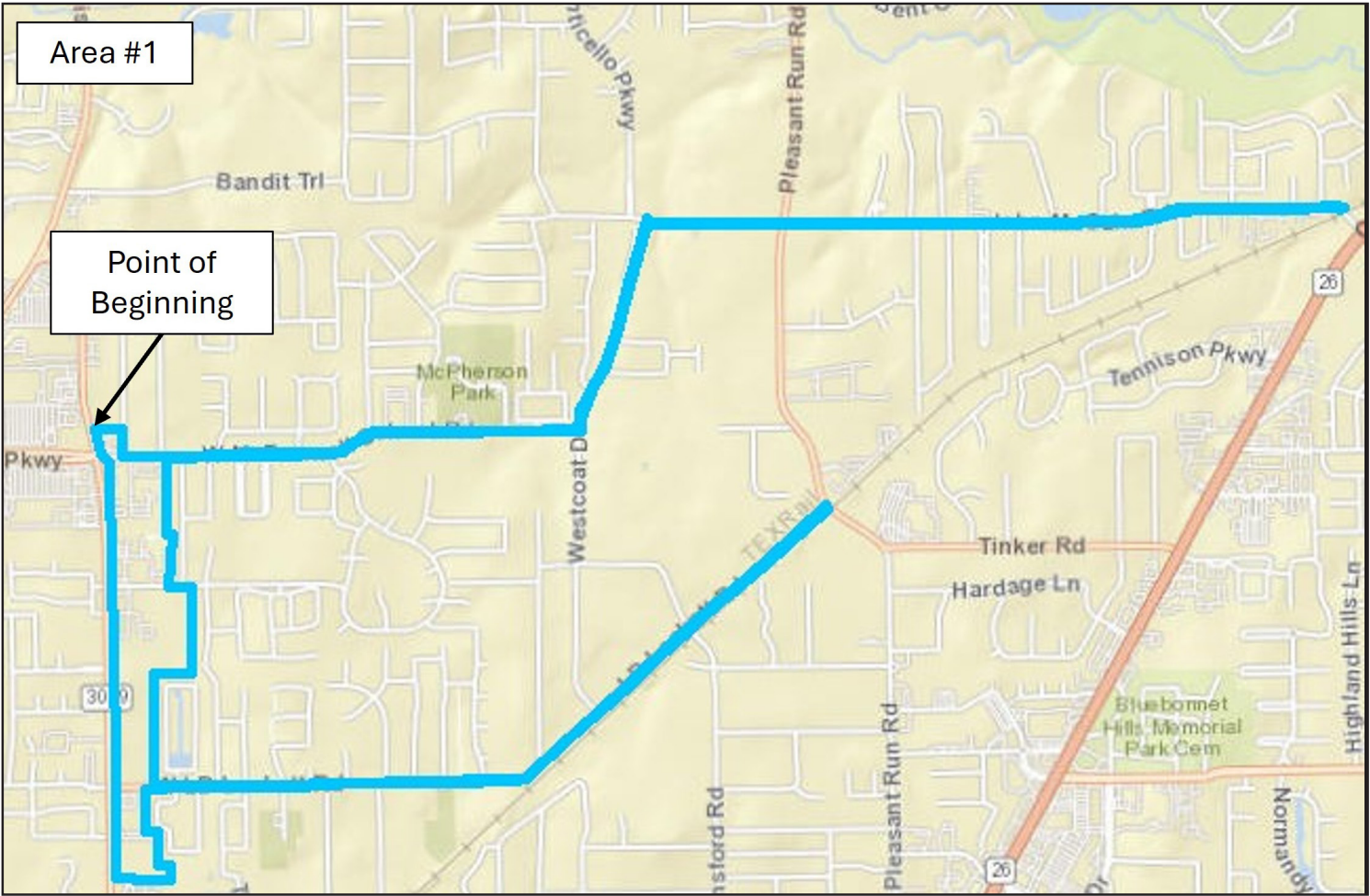
South across W Lavaca Trail to the northern boundary of Property ID 40111431, thence

East along the southern right of way boundary of W Lavaca Trail to the point it meets the northeast corner of Property ID 04420160, thence

South along the eastern boundary of Property ID 04420160, continuing west along the southern boundary to the point it meets the southeast corner of Property ID 40111431, thence

West along the southern boundary of Property ID 40111431, continuing west along Property ID 42568330, thence

South along Property ID 42568330, continuing south along the eastern boundaries of Property ID 04081609, Property ID 04081803, and Property ID 03834727, to the point it meets the northern right of way boundary of W LD Lockett Road, thence



East along the northern right of way boundary of W LD Lockett Road to the point it meets the western right of way boundary of Pleasant Run Road, thence

South across LD Lockett Road to the southern right of way boundary of LD Lockett Road, thence

West along the southern right of way boundary of W LD Lockett Road to the point it meets the northeast corner of Property ID 07391331, thence

South along the eastern boundary of Property ID 07391331, continuing south along the eastern boundaries of Property ID 41228529 and Property ID 42003723, thence

West along the southern boundary of Property ID 42003723 to the point it meets the eastern right of way boundary of Precinct Line Road, thence

North along the eastern right of way boundary of Precinct Line Road, to the point it meets the northwest corner of Property ID 40680983, which is the point of beginning.

Legal Description TIRZ #1B (Continued)

Area #2 (State Highway 26 & Cheek Sparger Road)

Beginning at the point where the southern right of way of Mid Cities Boulevards meets the western right of way of way of State Highway 26, thence

East across State Highway 26 along the southern right of way of Cheek Sparger Road to the point it meets the northeast corner of Property ID 06069215, thence

South along the eastern boundary of Property ID 06069215, continuing west along the southern boundary to the point it meets the eastern right of way boundary of San Bar Lane, thence

West across San Bar Lane to the southeast corner of Property ID 40445356, thence

West along the southern boundary of Property ID 40445356, continuing west along the southern boundary of Property ID 40445348 to the point it meets Property ID 04855205, thence

South along the eastern boundary of Property ID 04855205 to the point it meets the northern right of way boundary of W Greenbriar Lane, thence

South across W Greenbriar Lane to the northeast corner of Property ID 06780067, thence south along the eastern boundary of Property ID 06780067, continuing west along the boundary to the point it meets the southeast corner of Property ID 05239222, thence

West along the southern boundary of Property ID 05239222, continuing north to the point the northwest corner of Property ID 05239222 meets the eastern right of way boundary of State Highway 26, thence

East along the eastern right of way boundary of State Highway 26 to the northern corner of Property ID 05239222, thence

North across State Highway 26 to the southern corner of Property ID 05576407, thence

East along the western right of way boundary of State Highway 26 to the point it meets the southern right of way of Mid Cities Boulevard, which is the point of beginning.



Legal Description TIRZ #1B (Continued)

Area #3 (Glade Road)

Beginning at the point where the northern right of way boundary of Glade Road meets the southwest corner of Property ID 02953579, thence

West along the northern right of way boundary of Glade Road to the point it meets the southeast corner of Property ID 06632416, thence

South across Glade Road to the southern right of way boundary of Glade Road where it meets the northeast corner of Property ID 06574564, thence

West along the southern right of way boundary of Glade Road to the point it meets the northwest corner of Property ID 42732768, thence

North across Glade Road to the point the northern right of way boundary of Glade Road meets the southwest corner of Property ID 02953579, which is the point of beginning.

Area #4 (Montclair Street)

Beginning at the point the northern right of way boundary of Glade Road meets the western right of way boundary of Montclair Street, thence

North along the western right of way boundary of Montclair Street to the point it meets the southern right of way boundary of Hall Johnson Road, thence

East across Hall Johnson Road to the eastern right of way boundary of Montclair Street, thence

South along the eastern right of way boundary of Montclair Street to the point it meets the northern right of way boundary of Glade Road, thence

West across Glade road to the point the northern right of way boundary of Glade Road meets the western right of way boundary of Montclair Street, which is the point of beginning.

Area #5 (Jackson/Pool Road)

Beginning at the point the northern right of way boundary of Cheek Sparger Road meets the western right of way boundary of Jackson Road, thence

North along the western right of way boundary of Jackson Road to the point it meets the southeast corner of Property ID 41186214, thence

West along the southern boundary of Property ID 41186214 to the point it meets the eastern boundary of Property ID 06351891, thence

South along the eastern boundary of Property ID 06351891, continuing west and then north along the boundary of Property ID 06351891 to the point it meets the northwest corner of Property ID 41186214, thence

East along the northern boundary of Property ID 41186214 to the point it meets the western right of way boundary of Pool Road, thence

North along the western right of way boundary of Pool Road to the point it meets the southeast corner of Property ID 03815188, thence

West along the southern boundary of Property ID 03815188, continuing north and then east along the boundary to the point the northeast corner of Property ID 03815188 meets the western right of way boundary of Pool Road, thence

East across Pool Road to the point the northwest corner of Property ID 03979571 meets the eastern right of way boundary of Pool Road, thence

South along the eastern right of way boundary of Pool Road to the point it meets the northern right of way boundary of Cheek Sparger Road, thence

West across Jackson Road to the point the northern right of way boundary of Cheek Sparger Road meets the western right of way boundary of Jackson Road, which is the point of beginning.

Area #6 (Jackson/Pool Road)

Beginning at the point where the western right of way boundary of William D Tate Avenue meets the northeast corner of Property ID 40652602, thence

South along the western right of way boundary of William D Tate Avenue to the point it meets the southeast corner of Property ID 07352018, thence

West along the southern boundary of Property ID 07352018, continuing west to the point the southwest corner of Property ID 06878571 meets the eastern right of way boundary of Heritage Avenue, thence

West across Heritage Avenue to the point the western right of way boundary of Heritage Avenue meets the eastern boundary of Property ID 41488075, thence

North along the western right of way boundary of Heritage Avenue to the point it meets the eastern boundary of Property ID 06497780, thence

East across Heritage Avenue to the northwest corner of Property ID 41387716, thence

East across the northern boundary of Property ID 41387716, continuing south along the eastern boundary of Property ID 41387716 to the point it meets the northeast corner of Property ID 41332830, thence

South along the eastern boundary of Property ID 41332830 to the point it meets the northeast corner of Property ID 41250672, thence

South along the eastern boundary of Property ID 41250672 to the point it meets the northern right of way boundary of Gateway Drive, thence

East along the northern right of way boundary of Gateway Drive to the point it meets the southwest corner of Property ID 41200268, thence

North along the western boundary of Property ID 41200268 to the point it meets the southwest corner of Property ID 41323513, thence

North along the western boundary of Property ID 41323513, continuing north to the southwest corner of Property ID 40652602, thence

Legal Description TIRZ #1B (Continued)

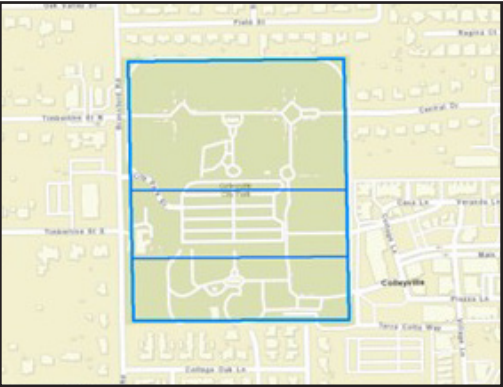
Area #6 (Jackson/Pool Road) (Continued)

North and then east along the northern boundary of Property ID 40652602 to the point it meets the western right of way boundary of William D Tate Avenue, which is the point of beginning.

TIRZ 1B also includes additional noncontiguous parcels including the following Property IDs:



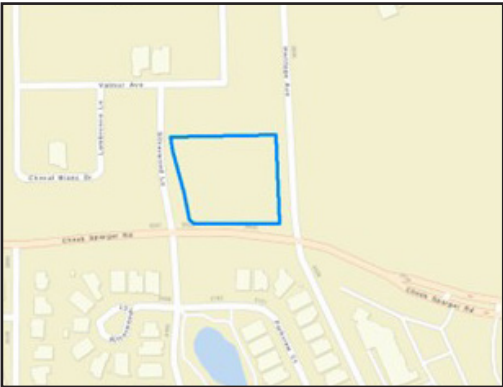
Property ID 41449010, GARDENS, THE Block 1 Lot 1R LESS PORTION IN TIF



- Property ID 06196020, CITY PARK ADDITION Block 1 Lot 1
- Property ID 06196039, CITY PARK ADDITION Block 1 Lot 2
- Property ID 03781976, BBB & C RY SURVEY Abstract 206 Tract 2D



- Property ID 06351905, METROPLEX COVENANT CHURCH ADDN Lot 1R1
- Property ID 04504941, MINTER, GREEN W SURVEY Abstract 1034 Tract 8A
- Property ID 07064497, WALGREEN PLAZA ADDITION Block 1 Lot 1A
- Property ID 42452421, 170 PLAYERS ADDITION Block A Lot 1
- Property ID 42452439, 170 PLAYERS ADDITION Block A Lot 2



Property ID 41717260, DOSS, JESSE SURVEY Abstract 441 Tract 2C1

Current Conditions

Land Use

The land within the zone consists of land that is well positioned for redevelopment or new development. Less than 30 percent of the property in the zone, excluding property that is publicly owned, is used for residential purposes.

Zoning

The land within the TIRZ is zoned for a variety of uses. The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Colleyville zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

The property within the TIRZ is owned by various parties. For details on the properties added in the 2025 expansion, TIRZ #1B. see Appendix C.

That the tax increment base for the Original Boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 1998, which is the year in which the Zone was originally designated as a reinvestment zone, as defined by Section 311.0123. The tax increment base for TIRZ 1A, the 2012 expanded boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2012, which is the year in which the expanded area of the Zone was designated as a reinvestment zone, as defined by Section 311.0123. The tax increment base for TIRZ 1B, the 2025 expanded boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2025, which is the year in which the expanded area of the Zone was designated as a reinvestment zone, as defined by Section 311.0123. The 2025 estimated City of Colleyville taxable base value of the property added to the zone in 2025 is estimated at \$135,078,166, but will need to be verified by Tarrant County Appraisal District when the final values are available.



Proposed Development

Anticipated Development

The property within the zone is well positioned for future development and redevelopment. The table below provides an overview of the scope and timing of potential development that PAC projects could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

Projected Completion Date		SF/Units	RP Taxable Value per Unit/SF	Incremental Value	Sales/SF	Incremental Sales
TIRZ #1						
Hotel	2028	240	\$ 125,000	\$ 30,000,000	\$ -	\$ -
Retail	2027	10,000	\$ 300	\$ 3,000,000	\$ 250	\$ 2,500,000
QSR	2027	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Retail	2029	10,000	\$ 300	\$ 3,000,000	\$ 250	\$ 2,500,000
QSR	2029	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Office	2029	23,000	\$ 250	\$ 5,750,000	\$ -	\$ -
Retail	2027	9,500	\$ 300	\$ 2,850,000	\$ 250	\$ 2,375,000
QSR	2027	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2027	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Retail	2029	10,000	\$ 300	\$ 3,000,000	\$ 250	\$ 2,500,000
QSR	2029	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Office	2029	15,000	\$ 250	\$ 3,750,000	\$ -	\$ -
Office	2029	15,000	\$ 250	\$ 3,750,000	\$ -	\$ -
Industrial	2028	83,000	\$ 75	\$ 6,225,000	\$ -	\$ -
QSR	2030	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2030	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Office	2030	20,000	\$ 250	\$ 5,000,000	\$ -	\$ -
QSR	2032	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2032	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2032	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Office	2032	22,500	\$ 250	\$ 5,625,000	\$ -	\$ -
QSR	2028	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2028	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2030	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000

Projected Completion Date		SF/Units	RP Taxable Value per Unit/SF	Incremental Value	Sales/SF	Incremental Sales
TIRZ #1						
QSR	2030	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Industrial	2030	76,000	\$ 75	\$ 5,700,000	\$ -	\$ -
Office	2026	14,000	\$ 250	\$ 3,500,000	\$ -	\$ -
Office	2026	15,000	\$ 250	\$ 3,750,000	\$ -	\$ -
Senior Living	2027	255	\$ 125,000	\$ 31,875,000	\$ -	\$ -
QSR	2030	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2030	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Retail	2030	60,000	\$ 300	\$ 18,000,000	\$ 250	\$ 15,000,000
Retail	2030	60,000	\$ 300	\$ 18,000,000	\$ 250	\$ 15,000,000
Office	2030	40,000	\$ 250	\$ 10,000,000	\$ -	\$ -
Office	2030	40,000	\$ 250	\$ 10,000,000	\$ -	\$ -
QSR	2032	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2032	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Retail	2032	24,000	\$ 300	\$ 7,200,000	\$ 250	\$ 6,000,000
Retail	2032	25,000	\$ 300	\$ 7,500,000	\$ 250	\$ 6,250,000
Office	2032	40,000	\$ 250	\$ 10,000,000	\$ -	\$ -
QSR	2034	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
QSR	2034	3,500	\$ 400	\$ 1,400,000	\$ 500	\$ 1,750,000
Retail	2034	25,000	\$ 300	\$ 7,500,000	\$ 250	\$ 6,250,000
Retail	2034	25,000	\$ 300	\$ 7,500,000	\$ 250	\$ 6,250,000
Office	2034	40,000	\$ 250	\$ 10,000,000	\$ -	\$ -
Office	2026	10,500	\$ 250	\$ 2,625,000	\$ -	\$ -
Retail	2028	10,000	\$ 300	\$ 3,000,000	\$ 250	\$ 2,500,000
Total		792,995	\$	256,100,000	\$	102,125,000

Project Costs

Project Costs of the Zone

There are a number of improvements within the Zone that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #1, 1A, 1B	
Public Improvements	\$ 33,000,000
School Improvements	\$ 7,938,690
Operating Reinvestment Zone Project Facilities	\$ 3,600,000
Roadway Improvements	\$ 51,704,539
Trails and Public Amenities	\$ 14,772,726
Economic Development Grants	\$ 35,011,300
Administrative Costs	\$ 1,700,000
Total	\$ 147,727,255

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The scope of the projects and costs are estimates and may be revised, and are not meant to limit future TIRZ projects. Savings from one line item may be applied to a cost increase in another line item. The \$147,727,255 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Colleyville will contribute 100% of the real property increment within the entirety of the Zone (Original Boundaries, TIRZ 1A, and TIRZ 1B).

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, PAC has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

	Real Property Tax - 2024 Rates		Participation	
	City of Colleyville	0.27620400	100%	0.2762040
	Tarrant County	0.18750000	0%	0.0000000
	Tarrant County Hospital	0.18250000	0%	0.0000000
	Tarrant County College	0.11228000	0%	0.0000000
	Grapevine-Colleyville ISD	0.92330000	0%	0.0000000
		1.68178400		0.2762040

	Personal Property Tax		Participation	
	City of Colleyville	0.27620400	0%	0.0000000
	Tarrant County	0.18750000	0%	0.0000000
	Tarrant County Hospital	0.18250000	0%	0.0000000
	Tarrant County College	0.11228000	0%	0.0000000
	Grapevine-Colleyville ISD	0.92330000	0%	0.0000000
		1.68178400		0.0000000

	Sales Tax		Participation	
	City of Colleyville General Fund	0.01000000	0%	0.0000000
	Colleyville Economic Development Corporation	0.00500000	0%	0.0000000
	Colleyville Crime Control and Prevention District	0.00500000	0%	0.0000000
		0.02000000		

Financial Feasibility Analysis - Development Input

INPUT

INFLATION RATE		3.00%						
DISCOUNT RATE		6.00%						
REAL PROPERTY TAX		PARTICIPATION						
City of Colleyville	0.27620400	100%	0.2762040					
Tarrant County	0.18750000	0%	0.0000000					
Tarrant County Hospital	0.18250000	0%	0.0000000					
Tarrant County College	0.11228000	0%	0.0000000					
Grapevine-Colleyville ISD	0.92330000	0%	0.0000000					
	1.68178400		0.2762040					
PERSONAL PROPERTY TAX		PARTICIPATION						
City of Colleyville	0.27620400	0%	0.0000000					
Tarrant County	0.18750000	0%	0.0000000					
Tarrant County Hospital	0.18250000	0%	0.0000000					
Tarrant County College	0.11228000	0%	0.0000000					
Grapevine-Colleyville ISD	0.92330000	0%	0.0000000					
	1.68178400		0.0000000					
City of Colleyville General Fund	0.01000000	0%	0.0000000					
Colleyville Economic Development Corporation	0.00500000	0%	0.0000000					
Colleyville Crime Control and Prevention Distr	0.00500000	0%	0.0000000					
	0.02000000		0.0000000					
	Year	AREA SF/UNITS	REAL PROPERTY \$ / SF	TAX VALUE	PERSONAL PROPERTY \$ / SF	TAX VALUE	SALES \$ / SF	TAX VALUE
Hotel	2028	240	\$	125,000	\$	-	\$	-
Retail	2027	10,000	\$	300	\$	3,000,000	\$	-
QSR	2027	3,500	\$	400	\$	1,400,000	\$	-
Retail	2029	10,000	\$	300	\$	3,000,000	\$	-
QSR	2029	3,500	\$	400	\$	1,400,000	\$	-
Office	2029	23,000	\$	250	\$	5,750,000	\$	-
Retail	2027	9,500	\$	300	\$	2,850,000	\$	-
QSR	2027	3,500	\$	400	\$	1,400,000	\$	-
QSR	2027	3,500	\$	400	\$	1,400,000	\$	-
Retail	2029	10,000	\$	300	\$	3,000,000	\$	-
QSR	2029	3,500	\$	400	\$	1,400,000	\$	-
Office	2029	15,000	\$	250	\$	3,750,000	\$	-
Office	2029	15,000	\$	250	\$	3,750,000	\$	-
Industrial	2028	83,000	\$	75	\$	6,225,000	\$	-
QSR	2030	3,500	\$	400	\$	1,400,000	\$	-
QSR	2030	3,500	\$	400	\$	1,400,000	\$	-
Office	2030	20,000	\$	250	\$	5,000,000	\$	-
QSR	2032	3,500	\$	400	\$	1,400,000	\$	-
QSR	2032	3,500	\$	400	\$	1,400,000	\$	-
QSR	2032	3,500	\$	400	\$	1,400,000	\$	-
Office	2032	22,500	\$	250	\$	5,625,000	\$	-
QSR	2028	3,500	\$	400	\$	1,400,000	\$	-
QSR	2028	3,500	\$	400	\$	1,400,000	\$	-
QSR	2030	3,500	\$	400	\$	1,400,000	\$	-
QSR	2030	3,500	\$	400	\$	1,400,000	\$	-
Industrial	2030	76,000	\$	75	\$	5,700,000	\$	-
Office	2026	14,000	\$	250	\$	3,500,000	\$	-
Office	2026	15,000	\$	250	\$	3,750,000	\$	-
Senior Living	2027	255	\$	125,000	\$	31,875,000	\$	-
QSR	2030	3,500	\$	400	\$	1,400,000	\$	-
QSR	2030	3,500	\$	400	\$	1,400,000	\$	-
Retail	2030	60,000	\$	300	\$	18,000,000	\$	-
Retail	2030	60,000	\$	300	\$	18,000,000	\$	-
Office	2030	40,000	\$	250	\$	10,000,000	\$	-
Office	2030	40,000	\$	250	\$	10,000,000	\$	-
QSR	2032	3,500	\$	400	\$	1,400,000	\$	-
QSR	2032	3,500	\$	400	\$	1,400,000	\$	-
Retail	2032	24,000	\$	300	\$	7,200,000	\$	-
Retail	2032	25,000	\$	300	\$	7,500,000	\$	-
Office	2032	40,000	\$	250	\$	10,000,000	\$	-
QSR	2034	3,500	\$	400	\$	1,400,000	\$	-
QSR	2034	3,500	\$	400	\$	1,400,000	\$	-
Retail	2034	25,000	\$	300	\$	7,500,000	\$	-
Retail	2034	25,000	\$	300	\$	7,500,000	\$	-
Office	2034	40,000	\$	250	\$	10,000,000	\$	-
Office	2026	10,500	\$	250	\$	2,625,000	\$	-
Retail	2028	10,000	\$	300	\$	3,000,000	\$	-
TOTAL				256,100,000		-		102,125,000
OUTPUT								
TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES			
City of Colleyville	27.1%	\$ 74,737,514	=	\$ 31,008,844	+	\$ -	+	\$ 43,728,670
Tarrant County	7.6%	\$ 21,050,232	=	\$ 21,050,232	+	\$ -	+	\$ -
Tarrant County Hospital	7.4%	\$ 20,488,892	=	\$ 20,488,892	+	\$ -	+	\$ -
Tarrant County College	4.6%	\$ 12,605,440	=	\$ 12,605,440	+	\$ -	+	\$ -
Grapevine-Colleyville ISD	37.5%	\$ 103,656,956	=	\$ 103,656,956	+	\$ -	+	\$ -
Colleyville Economic Development Corporation	7.9%	\$ 21,864,335	=	\$ -	+	\$ -	+	\$ 21,864,335
Colleyville Crime Control and Prevention District	7.9%	\$ 21,864,335	=	\$ -	+	\$ -	+	\$ 21,864,335
	100.0%	276,267,705		\$ 188,810,365		\$ -		\$ 87,457,340
		100.0%		68.3%		0.0%		31.7%
TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES			
City of Colleyville	100.0%	\$ 31,008,844	=	\$ 31,008,844	+	\$ -	+	\$ -
Tarrant County	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Tarrant County Hospital	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Tarrant County College	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Grapevine-Colleyville ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Colleyville Economic Development Corporation	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Colleyville Crime Control and Prevention District	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	31,008,844		\$ 31,008,844		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%
NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES			
City of Colleyville	17.8%	\$ 43,728,670	=	\$ -	+	\$ -	+	\$ 43,728,670
Tarrant County	8.6%	\$ 21,050,232	=	\$ 21,050,232	+	\$ -	+	\$ -
Tarrant County Hospital	8.4%	\$ 20,488,892	=	\$ 20,488,892	+	\$ -	+	\$ -
Tarrant County College	5.1%	\$ 12,605,440	=	\$ 12,605,440	+	\$ -	+	\$ -
Grapevine-Colleyville ISD	42.3%	\$ 103,656,956	=	\$ 103,656,956	+	\$ -	+	\$ -
Colleyville Economic Development Corporation	8.9%	\$ 21,864,335	=	\$ -	+	\$ -	+	\$ 21,864,335
Colleyville Crime Control and Prevention District	8.9%	\$ 21,864,335	=	\$ -	+	\$ -	+	\$ 21,864,335
	100.0%	245,258,861		\$ 157,801,521		\$ -		\$ 87,457,340
		100.0%		64.3%		0.0%		35.7%

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
TOTAL TAX REVENUE																																				
REAL PROPERTY		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055				
Hotel	Taxable Value Per Room	125000	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567	189,074	194,746	200,588	206,606	212,804	219,188	225,764	232,537	239,513	246,698	254,099	261,722	269,574	277,661	285,991	294,571	303,408				
	Cumulative Rooms	-	-	-	-	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240				
	Taxable Value	-	-	-	-	33,765,033	34,778,222	35,821,569	36,896,216	38,003,102	39,143,196	40,317,491	41,527,016	42,772,827	44,056,011	45,377,692	46,739,022	48,141,193	49,583,429	51,065,292	52,586,182	54,145,337	55,742,247	57,377,402	59,051,313	60,763,480	62,514,313	64,303,326	66,131,017	68,007,986	70,000,000	72,117,874				
	Taxable Value Per SF	300	309	318	328	338	348	358	369	380	391	403	415	429	441	456	467	481	496	511	526	542	558	575	592	610	628	647	666	686	707	728				
Retail	Taxable Value	-	-	-	-	6,392,453	9,960,753	17,215,220	60,717,559	62,539,086	83,036,779	85,527,882	108,252,464	111,500,038	114,845,038	118,290,391	121,838,102	125,494,275	129,259,104	133,136,877	137,130,983	141,244,913	145,482,260	149,846,728	154,342,130	158,972,393	163,741,565	168,653,812	173,713,427	178,924,629	184,292,574	189,821,352	195,515,992			
	Taxable Value Per SF	400	412	424	437	450	464	478	492	507	522	538	554	570	587	605	623	642	661	681	701	722	744	766	789	813	838	863	889	915	943	971				
	Cumulative SF	-	-	-	-	10,500	17,500	45,500	169,500	183,000	218,500	236,000	268,500	285,000	302,000	320,000	339,000	359,000	380,000	401,000	423,000	446,000	470,000	495,000	520,000	546,000	572,000	600,000	628,000	657,000	700,000	700,000				
	Taxable Value	-	-	-	-	4,598,453	7,878,033	11,360,292	14,329,074	16,666,346	19,509,420	22,831,732	26,649,809	30,972,199	35,801,199	41,145,265	47,012,632	53,424,761	60,391,544	67,931,844	76,068,612	84,819,012	94,194,012	104,319,012	115,214,012	126,899,012	139,394,012	152,729,012	166,934,012	182,039,012	198,094,012	215,159,012				
	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367	378	389	401	413	426	438	452	465	479	493	508	523	539	555	572	589	607				
	Cumulative SF	-	-	-	-	39,500	79,500	119,500	159,500	199,500	239,500	279,500	319,500	359,500	399,500	439,500	479,500	519,500	559,500	599,500	639,500	679,500	719,500	759,500	799,500	839,500	879,500	919,500	959,500	999,500	1,039,500	1,079,500				
Office	Taxable Value	-	-	-	-	10,476,388	10,790,679	11,114,399	26,808,213	57,463,767	59,187,680	80,756,593	83,179,290	98,113,833	102,087,248	105,149,865	108,304,361	111,553,492	114,900,097	118,347,100	121,897,513	125,554,438	129,321,071	133,200,704	137,196,725	141,312,626	145,552,005	149,918,565	154,416,122	159,048,606	163,820,064	168,734,666	173,796,706	179,010,607		
	Taxable Value Per SF	75	77	80	82	84	87	90	92	95	98	101	104	107	110	113	117	120	124	128	132	136	140	144	148	152	157	162	167	172	177	182				
	Cumulative SF	-	-	-	-	83,000	159,000	245,000	331,000	417,000	503,000	589,000	675,000	761,000	847,000	933,000	1,019,000	1,105,000	1,191,000	1,277,000	1,363,000	1,449,000	1,535,000	1,621,000	1,707,000	1,793,000	1,879,000	1,965,000	2,051,000	2,137,000	2,223,000	2,309,000				
	Taxable Value	-	-	-	-	12,500,000	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567	189,074	194,746	200,588	206,606	212,804	219,188	225,764	232,537	239,513	246,698	254,099	261,722	269,574	277,661	285,991	294,571	303,408
	Taxable Value Per Room	125000	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567	189,074	194,746	200,588	206,606	212,804	219,188	225,764	232,537	239,513	246,698	254,099	261,722	269,574	277,661	285,991	294,571	303,408	303,408			
	Cumulative Rooms	-	-	-	-	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128	46,809,512	48,213,797	49,660,211	51,150,018	52,684,518	54,265,054	55,893,005	57,569,796	59,289,689	61,075,796	62,908,070	64,795,312	66,739,172	68,741,347	70,803,587	72,927,695	75,115,526	77,368,991			
	Taxable Value	-	-	-	-	34,830,673	35,875,939	36,951,861	38,060,417	39,202,229	40,378,296	41,589,465	42,837,335	44,122,455	45,446,128																					

Financial Feasibility Analysis - TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH	3.00%
DISCOUNT RATE	6.00%

City of Colleyville General Fund
Colleyville Economic Development Corporation
Colleyville Crime Control and Prevention District

REVENUE YEAR		TAX BASE YEAR	1 2026	2 2027	3 2028	4 2029	5 2030	6 2031	7 2032	8 2033	9 2034	10 2035	11 2036	12 2037	13 2038	14 2039	15 2040	16 2041	17 2042	18 2043	19 2044	20 2045	21 2046	22 2047	23 2048	24 2049	25 2050	26 2051	27 2052	28 2053	29 2054	30 2055	TOTALS
BASE YEAR (TIRZ # & #1A)	City of Colleyville	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	
	Tarrant County	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	
	Tarrant County Hospital	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	
	Tarrant County College	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	
	Grapevine-Colleyville ISD	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	106,617.813	
TAXABLE VALUE	City of Colleyville		665,200,286	685,156,294	705,710,983	726,882,313	748,688,782	771,149,445	794,283,929	818,112,447	842,655,820	867,935,495	893,973,559	920,792,766	948,416,549	976,869,048	1,006,175,117	1,036,360,371	1,067,451,182	1,099,474,717	1,132,458,959	1,166,432,727	1,201,425,709	1,237,468,480	1,274,592,535	1,312,830,311	1,352,215,220	1,392,781,677	1,434,565,127	1,477,602,081	1,521,930,143	1,567,588,048	
	Tarrant County		665,200,286	685,156,294	705,710,983	726,882,313	748,688,782	771,149,445	794,283,929	818,112,447	842,655,820	867,935,495	893,973,559	920,792,766	948,416,549	976,869,048	1,006,175,117	1,036,360,371	1,067,451,182	1,099,474,717	1,132,458,959	1,166,432,727	1,201,425,709	1,237,468,480	1,274,592,535	1,312,830,311	1,352,215,220	1,392,781,677	1,434,565,127	1,477,602,081	1,521,930,143	1,567,588,048	
	Tarrant County Hospital		665,200,286	685,156,294	705,710,983	726,882,313	748,688,782	771,149,445	794,283,929	818,112,447	842,655,820	867,935,495	893,973,559	920,792,766	948,416,549	976,869,048	1,006,175,117	1,036,360,371	1,067,451,182	1,099,474,717	1,132,458,959	1,166,432,727	1,201,425,709	1,237,468,480	1,274,592,535	1,312,830,311	1,352,215,220	1,392,781,677	1,434,565,127	1,477,602,081	1,521,930,143	1,567,588,048	
	Tarrant County College		665,200,286	685,156,294	705,710,983	726,882,313	748,688,782	771,149,445	794,283,929	818,112,447	842,655,820	867,935,495	893,973,559	920,792,766	948,416,549	976,869,048	1,006,175,117	1,036,360,371	1,067,451,182	1,099,474,717	1,132,458,959	1,166,432,727	1,201,425,709	1,237,468,480	1,274,592,535	1,312,830,311	1,352,215,220	1,392,781,677	1,434,565,127	1,477,602,081	1,521,930,143	1,567,588,048	
	Grapevine-Colleyville ISD		665,200,286	685,156,294	705,710,983	726,882,313	748,688,782	771,149,445	794,283,929	818,112,447	842,655,820	867,935,495	893,973,559	920,792,766	948,416,549	976,869,048	1,006,175,117	1,036,360,371	1,067,451,182	1,099,474,717	1,132,458,959	1,166,432,727	1,201,425,709	1,237,468,480	1,274,592,535	1,312,830,311	1,352,215,220	1,392,781,677	1,434,565,127	1,477,602,081	1,521,930,143	1,567,588,048	
TAXABLE VALUE INCREMENT	City of Colleyville		558,582,473	578,538,481	599,093,170	620,264,500	642,070,969	664,531,632	687,666,116	711,494,634	736,038,007	761,317,682	787,355,746	814,174,953	841,798,736	870,251,233	899,557,304	929,742,558	960,833,369	992,856,904	1,025,841,146	1,059,814,914	1,094,807,896	1,130,850,667	1,167,974,722	1,206,212,498	1,245,597,407	1,286,163,864	1,327,947,314	1,370,984,268	1,415,312,330	1,460,970,235	
	Tarrant County		558,582,473	578,538,481	599,093,170	620,264,500	642,070,969	664,531,632	687,666,116	711,494,634	736,038,007	761,317,682	787,355,746	814,174,953	841,798,736	870,251,233	899,557,304	929,742,558	960,833,369	992,856,904	1,025,841,146	1,059,814,914	1,094,807,896	1,130,850,667	1,167,974,722	1,206,212,498	1,245,597,407	1,286,163,864	1,327,947,314	1,370,984,268	1,415,312,330	1,460,970,235	
	Tarrant County Hospital		558,582,473	578,538,481	599,093,170	620,264,500	642,070,969	664,531,632	687,666,116	711,494,634	736,038,007	761,317,682	787,355,746	814,174,953	841,798,736	870,251,233	899,557,304	929,742,558	960,833,369	992,856,904	1,025,841,146	1,059,814,914	1,094,807,896	1,130,850,667	1,167,974,722	1,206,212,498	1,245,597,407	1,286,163,864	1,327,947,314	1,370,984,268	1,415,312,330	1,460,970,235	
	Tarrant County College		558,582,473	578,538,481	599,093,170	620,264,500	642,070,969	664,531,632	687,666,116	711,494,634	736,038,007	761,317,682	787,355,746	814,174,953	841,798,736	870,251,233	899,557,304	929,742,558	960,833,369	992,856,904	1,025,841,146	1,059,814,914	1,094,807,896	1,130,850,667	1,167,974,722	1,206,212,498	1,245,597,407	1,286,163,864	1,327,947,314	1,370,984,268	1,415,312,330	1,460,970,235	
	Grapevine-Colleyville ISD		558,582,473	578,538,481	599,093,170	620,264,500	642,070,969	664,531,632	687,666,116	711,494,634	736,038,007	761,317,682	787,355,746	814,174,953	841,798,736	870,251,233	899,557,304	929,742,558	960,833,369	992,856,904	1,025,841,146	1,059,814,914	1,094,807,896	1,130,850,667	1,167,974,722	1,206,212,498	1,245,597,407	1,286,163,864	1,327,947,314	1,370,984,268	1,415,312,330	1,460,970,235	
REVENUE A TAXABLE VALUE GROWTH	City of Colleyville		1,542,827	1,597,946	1,654,719	1,713,195	1,773,426	1,835,463	1,899,361	1,965,177	2,032,966	2,102,790	2,174,708	2,248,784	2,325,082	2,403,669	2,484,613	2,567,986	2,653,860	2,742,310	2,833,414	2,927,251	3,023,903	3,123,455	3,225,993	3,331,607	3,440,390	3,552,436	3,667,844	3,786,713	3,909,149	4,035,258	78,576,297
	Tarrant County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Tarrant County Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Tarrant County College		627,176	649,583	672,662	696,433	720,917	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,366,771
	Grapevine-Colleyville ISD		5,157,392	5,341,646	5,531,427	5,726,902	5,928,241	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27,685,608
			7,327,396	7,589,175	7,858,808	8,136,530	8,422,584	1,835,463	1,899,361	1,965,177	2,032,966	2,102,790	2,174,708	2,248,784	2,325,082	2,403,669	2,484,613	2,567,986	2,653,860	2,742,310	2,833,414	2,927,251	3,023,903	3,123,455	3,225,993	3,331,607	3,440,390	3,552,436	3,667,844	3,786,713	3,909,149	4,035,258	109,628,677

[illegible]

REVENUE 1 - TIRZ 1																																		
REAL PROPERTY TAX		0	10,476,388	56,603,259	105,600,864	134,330,883	228,034,137	234,875,161	289,203,610	297,879,718	344,176,985	354,502,294	365,137,363	376,091,484	387,374,229	398,995,455	410,965,319	423,294,279	435,993,107	449,072,900	462,545,087	476,421,440	490,714,083	505,435,505	520,598,571	536,216,528	552,303,024	568,872,114	585,938,278	603,516,426	621,621,919			
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Colleyville		0	28,936	156,340	291,674	371,027	629,839	648,735	798,792	822,756	950,631	979,150	1,008,524	1,038,780	1,069,943	1,102,041	1,135,103	1,169,156	1,204,230	1,240,357	1,277,568	1,315,895	1,355,372	1,396,033	1,437,914	1,481,051	1,525,483	1,571,248	1,618,385	1,666,937	1,716,945	31,008,844	City of Colleyville	
Tarrant County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Tarrant County	
Tarrant County Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Tarrant County Hospital	
Tarrant County College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Tarrant County College	
Grapevine-Colleyville ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Grapevine-Colleyville ISD	
		0	28,936	156,340	291,674	371,027	629,839	648,735	798,792	822,756	950,631	979,150	1,008,524	1,038,780	1,069,943	1,102,041	1,135,103	1,169,156	1,204,230	1,240,357	1,277,568	1,315,895	1,355,372	1,396,033	1,437,914	1,481,051	1,525,483	1,571,248	1,618,385	1,666,937	1,716,945	31,008,844		
REVENUE 2 - TIRZ 1 SALES																																		
SALES		0	0	11,063,861	18,148,830	28,547,124	77,762,656	80,095,535	109,100,573	112,373,590	137,247,460	141,364,884	145,605,831	149,974,005	154,473,226	159,107,422	163,880,645	168,797,064	173,860,976	179,076,806	184,449,110	189,982,583	195,682,061	201,552,522	207,599,098	213,827,071	220,241,883	226,849,140	233,654,614	240,664,252	247,884,180			
City of Colleyville General Fund		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Colleyville General Fund	
Colleyville Economic Development Corporation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Colleyville Economic Development Corporation	
Colleyville Crime Control and Prevention District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Colleyville Crime Control and Prevention District	

REVENUE A. 1. 2. 3	7,338,588	7,640,833	8,049,744	8,475,031	8,853,035	2,537,702	2,633,860	2,863,498	2,969,430	3,181,733	3,297,212	3,416,155	3,538,667	3,664,855	3,794,827	3,928,699	4,066,588	4,208,613	4,354,898	4,505,572	4,660,767	4,820,617	4,985,263	5,154,848	5,329,520	5,509,433	5,694,743	5,885,613	6,082,209	6,284,702	147,727,255
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Running Total	7,338,588	14,979,421	23,029,165	31,504,196	40,357,231	42,894,933	45,528,793	48,392,291	51,361,721	54,543,454	57,840,666	61,256,821	64,795,489	68,460,343	72,255,171	76,183,870	80,250,458	84,459,070	88,813,968	93,319,541	97,980,307	102,800,924	107,786,187	112,941,035	118,270,555	123,779,988	129,474,732	135,360,345	141,442,553	147,727,255
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[illegible]

116,674,875	City of Colleyville
0	Tarrant County
0	Tarrant County Hospital
3,366,771	Tarrant County College
27,685,608	Grapevine-Colleyville ISD
0	Colleyville Economic Development Corporation
0	Colleyville Crime Control and Prevention District
147,727,255	TOTAL

Financial Feasibility Analysis - 100% Tax Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

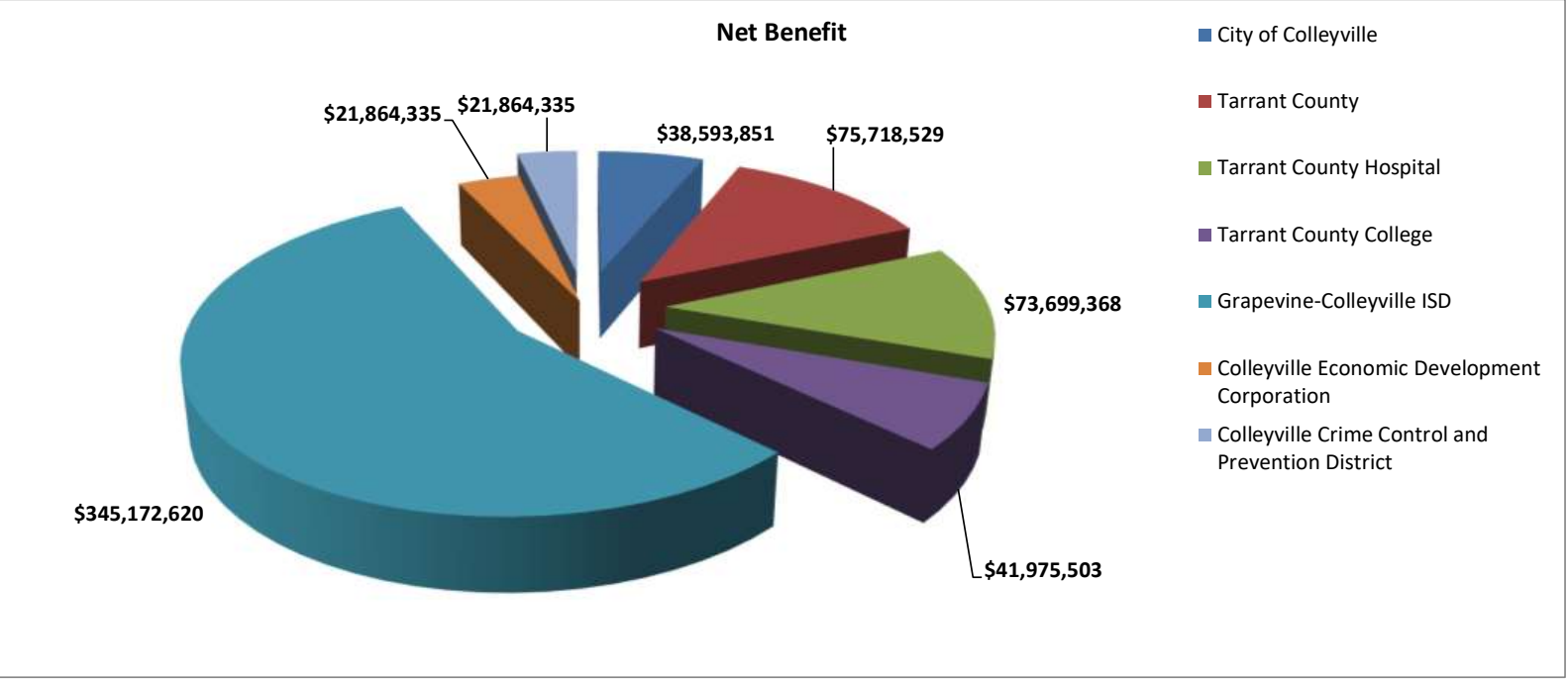
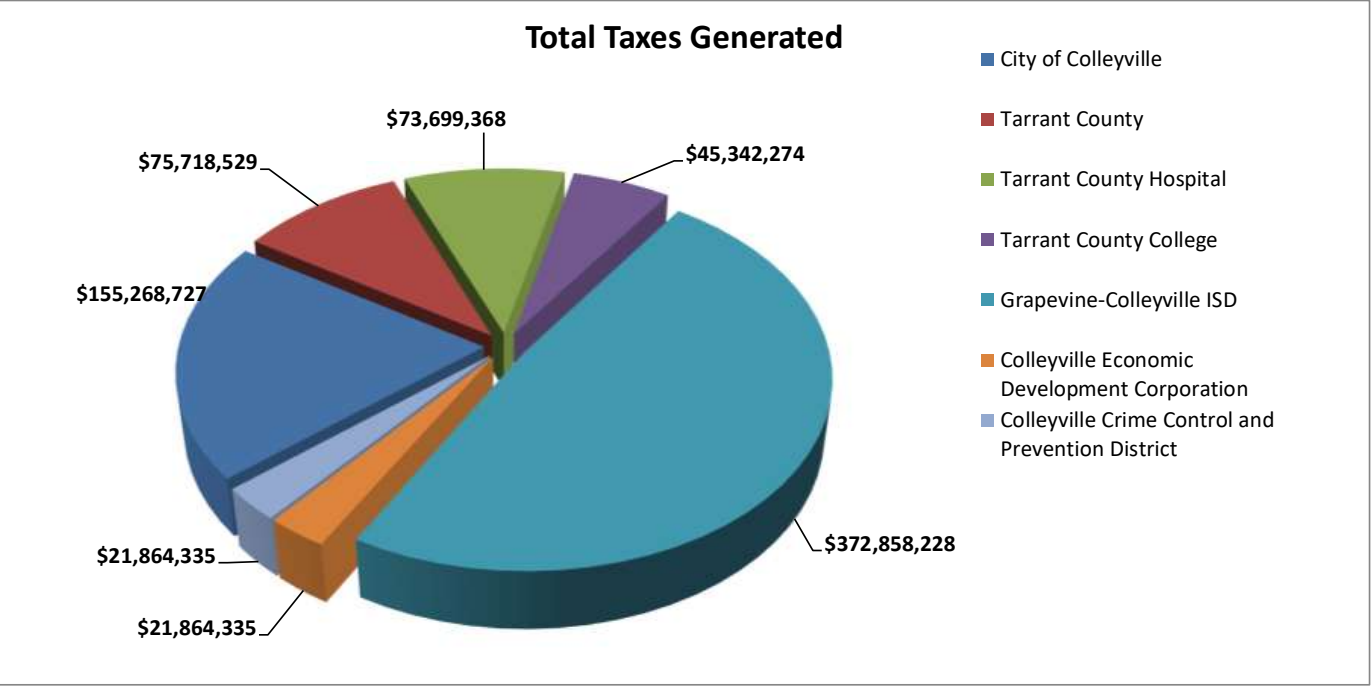
[illegible]

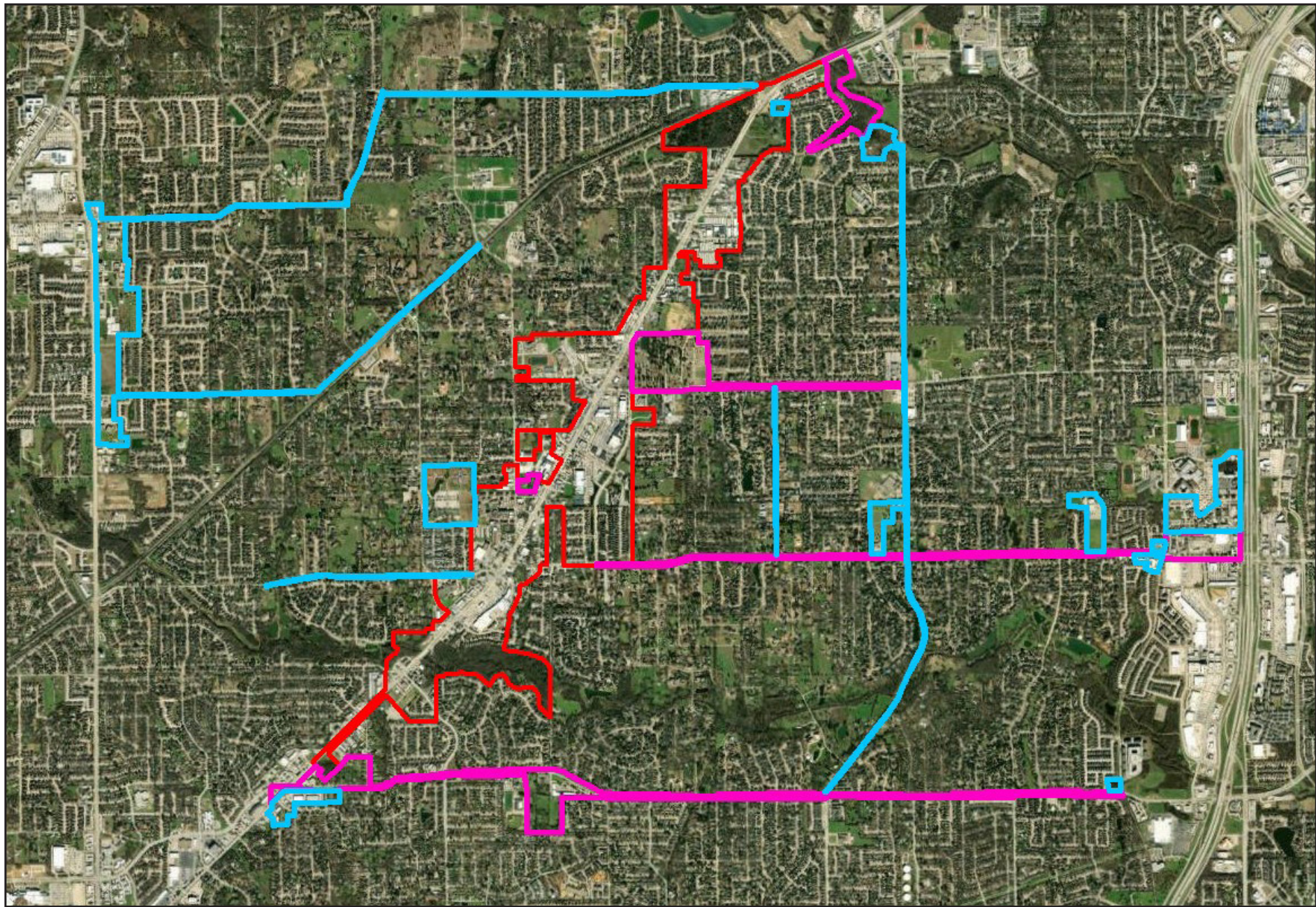
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation	Net Benefit
City of Colleyville	\$155,268,727	\$116,674,875	\$38,593,851
Tarrant County	\$75,718,529	\$0	\$75,718,529
Tarrant County Hospital	\$73,699,368	\$0	\$73,699,368
Tarrant County College	\$45,342,274	\$3,366,771	\$41,975,503
Grapevine-Colleyville ISD	\$372,858,228	\$27,685,608	\$345,172,620
Colleyville Economic Development Corporatio	\$21,864,335	\$0	\$21,864,335
Colleyville Crime Control and Prevention Distr	\$21,864,335	\$0	\$21,864,335
Total	\$766,615,797	\$147,727,255	\$618,888,541

*Tarrant County College & GCISD participation terminates in 2030

Taxing Jurisdictions	Total Taxes Generated	Participation
City of Colleyville	\$155,268,727	\$116,674,875
City of Colleyville - Real Property	\$111,540,056	\$116,674,875
City of Colleyville - Sales	\$43,728,670	\$0





Length of TIRZ #1:

The TIRZ is scheduled to end on December 31, 2055 (with the final year's tax increment to be collected by September 1, 2056).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

TIF District Boundary Survey:
P.O.B.

- North-N.West corner of Hwy. 26 ROW contacting TR 6, A-591 (a 6.9 Ac. Tract) directly across from West side of Longwood Dr.,
- Continuing South across Hwy. 26 along the West side of Longwood Dr. to the Northeast corner of lot 3, block 10, A-294 (Longwood Estates at Ross Downs),
- Continuing West along North boundary line of Ross Downs to the NW corner of lot 6, block 9, A-294 (Longwood Estates at Ross Downs),
- Continuing South along lot 6, block 9 (Longwood Estates of Ross Downs), to North property line of TR 3D1, A-963,
- Continuing West along Northern Boundaries of TR 3D1, 3D2 and 3D3, A-963, to the NW corner of TR 3D3, A-963,
- Continuing South along TR 3D3, A-963, to the far SW corner of TR 3E3,A-963,
- Continuing East along Southern boundaries of TR 3E3, 3E2 and 3E1, A-963, to the far NE corner of TR 3G, A-963,
- Continuing South along Eastern boundaries of TR 3G, 3F and 3, A-963, and the West boundary of lots 11 to 3, block 1 (Ross Downs Estates), to the far SE corner of TR 3, A-963, and the NE corner of lot 27, block 12 (Ross Downs Estates),
- Continuing West along the Southern boundary of TR3, A-963, and Northern boundary of Block 12 (Ross Downs Estates), turning SW at lot 24 and South at lot 14 to the SW property corner of lot 14, block 12, (Ross Downs Estates),
- Continuing West along lot 12, block 12 (Ross Downs Estates), to the far NW corner of said lot,
- Continuing South along West boundary line of lots 12, block 12, to lot 1, block 12 and lots 1R, block 15 to lot 12, block 15 (Ross Downs Estates),
- Continuing West along the Northern boundary of Fair Havens Estates to the far NW corner,
- Continuing South along the Western boundary of Fair Havens Estates to the far SW corner,
- Continuing West along the Southern boundary of block 1, (Colleyville Industrial Park) to the NE corner of TR 2B2, A-963
- Continuing around the North, West and South boundaries of TR 2B2, A-963 to the NE corner of Tinker's Crossing,
- Continuing down the Eastern boundary of Tinker's Crossing and Kathleen's Art Café Property to the South edge of ROW along Sanders Rd.,
- Continuing West along the South ROW of Sanders Ln. to the NE corner of lot 1b, A-180, (Colleyville Square),
- Continuing South along eastern boundary of lots 1b and 1c, A-180, (Colleyville Square Phases I & II),

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Ordinance 0-98-1124

- Continuing East along the Northern boundary of lot 1a2, A-180, (Colleyville Shopping Village) to the NE corner of said addition and South along the Eastern boundary line to the far SE corner of lot 1a1, A-180, (Colleyville Shopping Village),
- Continuing East along Northern boundary of Bob Moore Sports Center, down the Eastern border to the SE corner and West along the Southern boundary to the far SW corner of TR 2A1, A-180, (edge of Hwy. 26 ROW),
- Continuing along the Western boundary of TR 2B1, A-180, (Bluebonnet Hill Memorial Park) to the Edge of Hall Johnson Rd. ROW,
- Continuing East incorporating Hall Johnson ROW to Pool Rd. on both North and South boundaries (incorporating additional ROW at the intersection of Hall Johnson Rd. and Pool Rd. in the dimensions of 110 ft. wide by 500 ft. in depth, West of the intersection) to the East ROW line of Blue Bonnet Drive,
- Continuing South along Blue Bonnet Dr. ROW 434.74 ft. to the SW corner of the U.S. Post Office Property continuing along the Southern boundary of said property to the SE corner of said property continuing East to the Western boundary line of block 1, (Montessori Addition),
- Continuing South along the Western boundary of block 1, Montessori Addition to the SW corner of said addition,
- Continuing West along the Northern boundary of Kingswood Estates to the edge of East ROW along Blue Bonnet Dr.,
- Continuing South along East ROW of Blue Bonnet Dr. to the North ROW line of Glade Rd. at the SE corner of TR 3, A-936,
- Continuing West along Glade Rd. ROW to the SW corner of TR 4A, A-936,
- Continuing North along the Western boundary of TR 4A, A-936, to the NW corner of said tract,
- Continuing West along the Northern property line of Oak Knoll West to the NE corner of lot 14, block 2, (Thompson Terrace),
- Continuing South along the Eastern property lines of lots 14 to 1, block 2, (Thompson Terrace), to the SE corner of lot 1, block 2, (Thompson Terrace) and Glade Rd. ROW,
- Continuing West along Glade Rd. ROW to the SE corner of lot 17, Block 1, (Thompson Terrace) and turning South crossing Glade to corner of Village Park ROW,
- Continuing along the NW ROW of Village Park down to the Glade Creek Dr. intersection and crossing to the West ROW of Glade Creek,
- Continuing South along Western ROW of Glade Creek Dr. and crossing Centerpark to continue along the East boundary line of the Centerpark Addition to the SE corner of the Centerpark Addition,
- Continuing East along the Southern boundary of Lakewood Estates to intersect the West ROW line of Bedford Rd.,

Exhibit A - Page 2 of 6
Ordinance 0-98-1124

- Continuing South along the Western ROW line of Bedford Rd. to the NE corner of lot 45, block 6 (Saddlebrook Addition),
- Continuing West-Northwest along the Northern boundary line of the Saddlebrook Addition to the NW corner of lot 11, block 6, of said addition,
- Continuing South along the Western boundary line of Saddlebrook Addition crossing Brown Trail ROW and continuing to the SE corner of lot 1, block 1 (Brown Trail Commons West),
- Continuing West along the Southern boundary of lot 1, block 1, (Brown Trail Commons West) to the SW corner of said property,
- Continuing NW along the northwestern boundary of same addition and continuing along lot 2R2 of same addition to the ROW line of Hwy. 26,
- Continuing South along Hwy. 26 ROW to Colleyville City Limits and continuing North incorporating all of Hwy. 26 ROW to most southern corner of lot 2, A-228, (DOCS),
- Continuing North along Western boundary of lot 2 (DOCS) to the NW corner of lot 1 (DOCS) continuing across Mill Valley Dr. ROW onto the West boundary line of lot 3, block 1, (Braums/Inland Addition), to the NW corner of said addition,
- Continuing West along Southern boundary of TR 2L, A-1248, to the SW corner of said Tract,
- Continuing North along Western boundary of TR 2L, A-1248, to the NW corner of said Tract,
- Continuing East along Northern boundary of said tract and TR 2K, A-1248, to NE corner of said lot and the West ROW line of Bransford Rd.,
- Continuing North along the West ROW line of Bransford Rd. and crossing East to the NW corner of the Kaybird Addition,
- Continuing East along the Northern boundary of the Kaybird Addition to the NE corner of said addition and continuing along TR 1A7, A-1248, to the North corner of said Tract and the SW edge of Centerpark Dr. ROW line,
- Continuing NE across Centerpark Dr. ROW to the West corner of TR 1A7B, A-1248, (Bransford Rd. Addition),
- Continuing NW along North ROW line of Centerpark Dr. to the corner of lot 1A, block 1, (Bransford Rd. Addition),
- Continuing NE along NW boundary of lot 1A of said addition and continuing along TR A, A-1248, and the Kaybird Addition to the most North corner of said addition,
- Continuing North along Bransford Elementary School Addition to the NE corner of said addition,
- Continuing North across Glade Rd. ROW to the North edge of the Row line and continuing East along the ROW of Glade Rd. to the SW corner of the Kroger Addition,
- Continuing West along the Western boundary of the Kroger Addition to the NW corner of said addition,

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Ordinance 0-98-1124

Taken from ORDINANCE 0-98-1124

- Continuing North across Forest Oak Ln. ROW to TR-3, A-206, and continue North along the Eastern boundary of City Park to the NW corner of TR 3B1A, A-206,
- Continuing East along the Northern boundary of TR 3B1A, A-206, to the SW corner of TR 3A, A-206,
- Continuing North along Western boundary of TR 3A, A-206 to the NW corner of said Tract,
- Continuing East along Northern boundary of TR 3A, A-206, to the SW corner of lot 1, block 1 (Ratliff),
- Continuing North along the Western boundary of lot 1, block 1 (Ratliff), crossing Central Dr. ROW to the SW corner of lot 1, block 2 (Ratliff),
- Continuing North along the Western boundary of lot 1, block 2 (Ratliff), to the NW corner of said addition,
- Continuing East along the Northern boundary of lot 1, block 2 (Ratliff), to the NE corner of said addition,
- Continuing South along the Eastern boundary of said addition along the West ROW line of Pleasant Run Rd. to the SE corner of TR 3B1A, A-206,
- Continuing SE across Pleasant Run Rd. ROW to the NW corner of TR 1A, A-936,
- Continuing East along the Northern boundary of TR 1, A-936 to the SE corner of lot G, (E.M. Thompson Subdivision),
- Continuing North along the Eastern boundary of lot G, of said addition, to the NW corner of lot F, of said addition,
- Continuing East along the Northern boundary of lot F, of said addition, to the NW corner of lot BR, of said addition,
- Continuing East along the Northern boundary of lot BR, of said addition, to the NE corner of lot BR, of said addition and the edge of ROW line of Hwy. 26,
- Continuing North along the West ROW line of Hwy. 26 to the South corner of the Baylor Health Care Systems Addition,
- Continuing NW along the Southern boundary said addition to the NW corner of said addition,
- Continuing East along the Northern boundary of said addition to the SW corner of TR 1F1, A-936,
- Continuing North along the Western boundary of TR 1F1, A-936, to the NW corner of said Tract and the South ROW line of Church Street,
- Continuing West along ROW line of Church St. to the NE corner of TR 1C, A-936,
- Continuing South along the Eastern boundary line TR 1C, A-936, to the SE corner of said addition,
- Continuing West along the Southern boundary line to the NE corner of lot 1, block 1 (HEC),
- Continuing South along the Eastern boundary of said addition to the SW corner of said addition,

Exhibit A - Page 4 of 6
Ordinance 0-98-1124

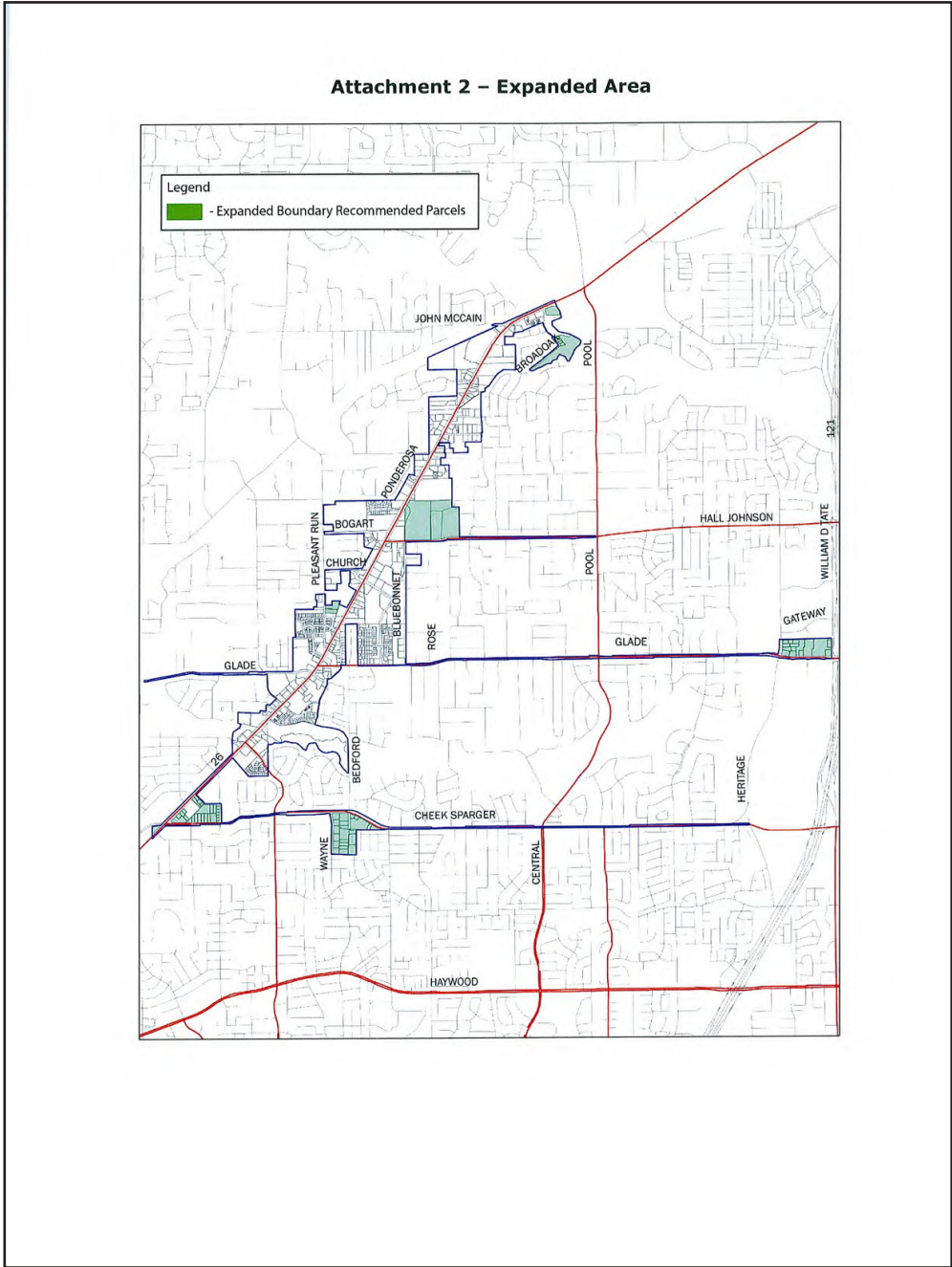
- Continuing West along the Southern boundary of said addition to the SW corner of said addition and the edge of ROW line for Pleasant Run Rd.,
- Continuing North along the Eastern ROW line of Pleasant Run Rd. to the SW corner of the First United Methodist Church and the North ROW line of Church St.,
- Continuing East along the North ROW line of Church St. to the SW corner of the Towne Square Addition,
- Continuing North along the Western boundary line of said addition to the NW corner of said addition,
- Continuing West along the Southern boundary of TR 1EE, A-937, to the SW corner of said addition,
- Continuing North along the Western boundary of said addition and TR 1D0, A-937, to the NW corner of TR 1D0, A-937,
- Continuing West along the South ROW line of Bogart Dr. continued to Pleasant Run Rd. and crossing North and incorporating all of Bogart Dr. ROW back to the SE corner of TR 1K, A-937 (Colleyville Elementary School),
- Continuing North along Eastern boundary of Colleyville Elementary School and the West ROW line of Hwy. 26 to the SE corner of TR 1J, A-937,
- Continuing West along the Southern boundary of TR 1J, A-937, to the SW corner of said addition,
- Continuing North along the Western boundary of TR 1J, A-937, to the NW corner of said addition,
- Continuing East along the Northern boundary of said addition to the SW corner of lot 2, block 1 (Metrovest),
- Continuing NE along the Western boundary of lot 1 and 2, block 1 (Metrovest), crossing Hardage Ln. to the SW corner of TR 2E, A-331,
- Continuing North along the Western boundary of TR 2E and TR 2F, A-321 to the NW corner of TR 2F,
- Continuing East along the Northern boundary of said addition to the SW corner of TR 2W1, A-180,
- Continuing North along the Western boundary TR2W1, 2W2 and TR2W, A-331, to the NW corner of TR 2W, A-180, and to the South edge of ROW line of Tinker Rd.,
- Continuing East along the South ROW line of Tinker Rd. and crossing North to the SE corner of lot 1, block 2 (Kingston),
- Continuing North along the Eastern boundary of the Kingston Addition to TR 2K, A-963, and continuing North along the Western boundary of TR 2K, 2J, 2H and 2G, A-963, to the NW corner of TR 2G, A-963,
- Continuing East along the Northern boundary of TR 2G, A-963, to the NE corner of said Tract,
- Continuing North along the Eastern boundary of TR 2F, A-963, and TR 2E, A-963, to the NE corner of TR 2E, A-963,

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Ordinance 0-98-1124

- Continuing West along the Northern boundary of said Tract to the NW corner of said Tract,
- Continuing North along the Western boundary TR 4, A-963 to the NW corner of said Tract and the South edge of the ROW line of St. Louis & Southwestern Railroad,
- Continuing East along the Southern ROW line of the railroad to the intersection of the railroad ROW and the South ROW line of John McCain Rd.,
- Continuing West along the Southern ROW line of John McCain Rd. to the NE corner of TR 3R1, A-432,
- Continuing West along the North ROW line of the railroad South of TR 3R1, 3R, 2R, 1R and 1, A-432, to the SW corner of TR 1, A-432,
- Continuing North along the Western boundary of TR 1, A-432, to the NW corner of said Tract and the South ROW line for John McCain Rd.,
- Continuing East along the South ROW line of John McCain Rd. to the NE corner of TR 3R1, A-432,
- Continuing NE along the North ROW line of the railroad to the North ROW line for John McCain Rd.,
- Continuing East along the North ROW line of John McCain Rd. to the SW corner of TR 2A, A-432,
- Continuing NE along the Southern ROW line of the railroad to the stated Point of Beginning.

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Ordinance 0-98-1124

Taken from ORDINANCE 0-98-1124



Attachment 2 – List of Properties to Be Added to the Zone

YEAR	ACCOUNT	PID#	OWNER NAME	ADDRESS	LEGAL 1	LEGAL 2	LAND	IMPROV	TOTAL	ACRES	
2012	06610811	24255	4	4	Padilla, Marco A Etux Ana Rosa	006901 Longwood Dr	Longwood Estates @ Ross Downs	Bk 4 Lot 4	\$40,000	\$393,025	0.30
2012	06610781	24255	4	2	Sallee, Helen (Lenhan)	006901 Longwood Dr	Longwood Estates @ Ross Downs	Bk 4 Lot 2	\$40,000	\$329,100	0.23
2012	06610903	24255	4	3	Blanton, Mathew Etux Stacy	006903 Longwood Dr	Longwood Estates @ Ross Downs	Bk 4 Lot 3	\$40,000	\$333,007	0.24
2012	06610773	24255	4	1	Boyet, Paige & John	006907 Longwood Dr	Longwood Estates @ Ross Downs	Bk 4 Lot 1	\$40,000	\$298,120	0.26
2012	06610179	24255	12	1A	09 Colleyville, City Of	007201 Colleyville Blvd	Longwood Estates @ Ross Downs	Bk 12 Lot 1A	\$0	\$0	3.07
2012	06610919	24255	7	A	04 Colleyville, City Of	005205 Broadbark Way	Longwood Estates @ Ross Downs	Bk 7 Lot A	\$0	\$0	12.56
2012	05955660	A 180	2801		Bluebonnet Hills Cemetery	005713 Colleyville Blvd	Byas, J.L. Survey	A 180 Tr 2801	\$0	\$0	23.61
2012	03770737	A 180	28	E1	Bluebonnet Hills Cemetery	005713 Colleyville Blvd	Byas, J.L. Survey	A 180 Tr 28	\$0	\$0	9.50
2012	03829022	A 339	5A		Cdcow Lp	000000 Bedford Ct	Christian, Allen Survey	A 339 Tr 5A	\$65,000	\$0	2.45
2012	03829057	A 339	5A02A	20	Cdcow Lp	003804 Bedford Ct	Christian, Allen Survey	A 339 Tr 5A02A & 5A2C	\$21,420	\$0	0.71
2012	05687607	A1077	1A	20	Cdcow Lp	003817 Bedford Ct	McLain, L.L. Survey	A1077 Tr 1A & A 339 Tr 5A1A	\$26,250	\$0	0.75
2012	03829030	A1077	1B	20	Chatham, Larry K Etal	000000 Bedford Ct	McLain, L.L. Survey	Abst 1077 Tr 1B & A339 Tr 5A1B	\$57,120	\$0	1.90
2012	03829103	A 339	5A02E		Chatham, Keith	003716 Bedford Ct	Christian, Allen Survey	A 339 Tr 5A02E	\$21,600	\$69,600	0.72
2012	03829081	A 339	5A02D		Cdcow Lp	003714 Bedford Ct	Christian, Allen Survey	A 339 Tr 5A02D	\$20,670	\$0	0.69
2012	03829065	A 339	5A02B		Cdcow Lp	003708 Bedford Ct	Christian, Allen Survey	A 339 Tr 5A02B	\$39,500	\$0	1.32
2012	04944687	A1077	1	20	Chatham, Larry K Etal	000000 Bedford Ct	McLain, L.L. Survey	A 1077 Tr 1 & A 339 Tr 5A1	\$57,120	\$0	1.90
2012	05919541	41344	1	3	Baerg, Harold J Etux Kathleen	001101 Cheek Sparger Rd	Tara	Bk 1 Lot 3	\$695,219	\$1,597,348	4.56
2012	40169324	41346	1	4R1	Myers, David W & Mary A Rev Tr	001105 Cheek Sparger Rd	Tara Professional Center	Bk 1 Lot 4R1	\$92,700	\$460,240	0.47
2012	40169332	41346	1	4R2	Myers, David W & Mary A Rev Tr	001109 Cheek Sparger Rd	Tara Professional Center	Bk 1 Lot 4R2	\$142,844	\$303,061	0.73
2012	02811715	39608	2	6	Cdcow Lp	003708 Wayne Dr	Southgate Addition-Colleyville	Bk 2 Lot 6	\$30,000	\$177,800	1.00
2012	06998977	39608	1	1R	Daisy Hill Academy Ltd.	002919 Cheek Sparger Rd	Southgate Addition-Colleyville	Bk 1 Lot 1R	\$361,330	\$692,768	1.66
2012	02811669	39608	2	1	Cdcow Lp	003916 Wayne Dr	Southgate Addition-Colleyville	Bk 2 Lot 1	\$30,000	\$0	1.06
2012	05919525	41344	1	1	Baerg, Hal	001001 Cheek Sparger Rd	Tara	Bk 1 Lot 1	\$92,665	\$0	0.43
2012	05919531	41344	1	2	Baerg, Hal	001005 Cheek Sparger Rd	Tara	Bk 1 Lot 2	\$98,335	\$0	0.41
2012	02811677	39608	2	2	Cdcow Lp	003908 Wayne Dr	Southgate Addition-Colleyville	Bk 2 Lot 2	\$30,000	\$0	0.95
2012	02811642	39608	1	3	Covenant Christian Academy	000000 Bedford Ct	Southgate Addition-Colleyville	Bk 1 Lot 3	\$30,000	\$0	0.87
2012	02811650	39608	1	4	Wolfe, Kevin & Larry Chatham	000000 Bedford Ct	Southgate Addition-Colleyville	Bk 1 Lot 4	\$30,000	\$194,500	0.91
2012	02811685	39608	2	3	Cdcow Lp	003816 Wayne Dr	Southgate Addition-Colleyville	Bk 2 Lot 3	\$30,000	\$3,500	1.22
2012	02811693	39608	2	4	Cdcow Lp	003888 Wayne Dr	Southgate Addition-Colleyville	Bk 2 Lot 4	\$30,000	\$0	1.08
2012	02811707	39608	2	5	Cdcow Lp	003716 Wayne Dr	Southgate Addition-Colleyville	Bk 2 Lot 5	\$30,000	\$0	1.00
2012	05926396	13660	1	4A	11 Velasquez, Florentino & Daisy	1830 Silverside Dr	Felpe, Andy Addition	Bk 1 N2007 Lot 4A	\$187,350	\$217,650	0.43
2012	05926361	13660	1	3R1	3919 Colleyville Blvd Ltd	PO Box 802736	Felpe, Andy Addition	Bk 1 Lot 3R1	\$206,130	\$129,370	0.47
2012	06060258	13660	1	5R1A	Lenmon, William M & Carol A	133 E Rio Rdg	Felpe, Andy Addition	Bk 1 Lot 5R1A	\$189,960	\$74,941	0.44
2012	4156570	7743	A	1	Hibernal National Bank	275 Broadhollow Rd	Colleyville-Hibernal Addition	Bk A Lot 1	\$1,289,805	\$1,046,795	1.97
2012	05926382	13660	1	4	10 Dennis, Paul D Etux Peggy M	200 Cheek Sparger Rd	Felpe, Andy Addition	Bk 1 Lot 4	\$25,000	\$32,100	0.46
2012	05926504	13660	1	27	20 Acuff Lane Commercial Prop Lc	PO Box 550	Felpe, Andy Addition	Bk 1 Lot 27	\$189,000	\$52,560	0.48
2012	05926434	13660	1	10R	20 Byerly, Mimi & Jeffrey S	7109 Pebble Hill Dr	Felpe, Andy Addition	Bk 1 Lots 10R & 11R	\$169,000	\$1,000	2.33
2012	05926450	13660	1	13	Moore, Joe Etux Peggy	133 Acuff Ln	Felpe, Andy Addition	Bk 1 Lot 13	\$25,000	\$38,400	0.67
2012	05926485	13660	1	16	20 McDowell, Tammy N Etux Cynthia	128 Cheek Sparger Rd	Felpe, Andy Addition	Bk 1 Lots 16 & 17	\$52,500	\$52,900	1.34
2012	40177750	13662	1	1	Morrison, Sandy Etux Michael	4012 Felpe Dr	Felpe, Sparger Addn	Bk 1 Lot 1	\$25,000	\$212,400	0.22
2012	40177777	13662	1	2	Gomez, Joseito S	4008 Felpe Dr	Felpe, Sparger Addn	Bk 1 Lot 2	\$25,000	\$223,800	0.22
2012	40177793	13662	1	3	Jarrell, John Jr Etux Janis	4004 Felpe Dr	Felpe, Sparger Addn	Bk 1 Lot 3	\$25,000	\$204,200	0.22
2012	40177815	13662	1	4	Walt, Gary M Sr	4000 Felpe Dr	Felpe, Sparger Addn	Bk 1 Lot 4	\$25,000	\$195,300	0.22
2012	40177821	13662	1	5	Baughman, Michael Etux Patti	3914 Felpe Cr	Felpe, Sparger Addn	Bk 1 Lot 5	\$25,000	\$241,700	0.22
2012	40177858	13662	1	6	Estes, Keith Etux Terrie	3910 Felpe Dr	Felpe, Sparger Addn	Bk 1 Lot 6	\$25,000	\$237,700	0.20
2012	40177874	13662	1	7	Estes, Keith L Etux Terrie	3910 Felpe Dr	Felpe, Sparger Addn	Bk 1 Lot 7	\$1	\$0	0.14
2012	05926566	13660	1	23	Howell, Dean G	104 Cheek Sparger Rd	Felpe, Andy Addition	Bk 1 Lot 23	\$25,500	\$49,000	0.58
2012	05926531	13660	1	21	Chateaufort Enterprise Lc	4001 Hill Simmons Rd	Felpe, Andy Addition	Bk 1 Lot 21	\$35,000	\$53,000	0.69
2012	05926558	13660	1	22	Harris, D Keith	108 Cheek Sparger Rd	Felpe, Andy Addition	Bk 1 Lot 22	\$35,000	\$48,400	0.69
2012	05926574	13660	1	24	Hahn, Edward & Doris Est	7500 Windswept Trl	Felpe, Andy Addition	Bk 1 Lot 24	\$86,428	\$56,572	0.50
2012	05926590	13660	1	26	Acuff Lane Commercial Prop Lc	PO Box 550	Felpe, Andy Addition	Bk 1 Lot 26	\$142,200	\$85,300	0.36
2012	06151752	13660	1	25R	Acuff Lane Commercial Prop Lc	PO Box 550	Felpe, Andy Addition	Bk 1 Lot 25R	\$294,030	\$77,340	0.75
2012	05926612	13660	1	29	Acuff Lane Commercial Prop Lc	PO Box 550	Felpe, Andy Addition	Bk 1 Lot 29	\$31,500	\$73,500	0.24
2012	05926442	13660	1	12	Lindsey, Vicki	129 Acuff Ln	Felpe, Andy Addition	Bk 1 Lot 12	\$25,000	\$52,600	0.67
2012	05926507	13660	1	18	Burns, Edward H & Curtis M	7713 Lexus Dr	Felpe, Andy Addition	Bk 1 Lot 18	\$35,000	\$42,800	0.67
2012	05926515	13660	1	19	Burns, Edward H	7713 Lexus Dr	Felpe, Andy Addition	Bk 1 Lot 19	\$35,000	\$77,300	0.67
2012	05926523	13660	1	20	Chateaufort Enterprise Lc	PO Box 915	Felpe, Andy Addition	Bk 1 Lot 20	\$35,000	\$38,400	0.67
2012	41193421	15399F	1	11	Forrest Heritage Lc	005000 Heritage Ave	Glade Points Addition	Bk 1 Lot 11	\$231,800	\$496,655	0.53
2012	40981665	15399F	1	6	Greenway Glade Partners Lc	003900 Glade Rd	Glade Points Addition	Bk 1 Lot 6	\$1,087,130	\$721,390	1.11
2012	40357104	15399F	1	5	353-365 Broadway Realty Lc	003908 Glade Rd	Glade Points Addition	Bk 1 Lot 5	\$490,380	\$942,546	0.94
2012	41193385	15399F	1	7	Braceville Lc	005001 Heritage Ave	Glade Points Addition	Bk 1 Lot 7	\$471,150	\$261,810	0.72
2012	41193393	15399F	1	8	Rcc Heritage Glade Ltd	005013 Heritage Ave	Glade Points Addition	Bk 1 Lot 8	\$0	\$0	0.46
2012	41193407	15399F	1	9	Rcc Heritage Glade Ltd	005017 Heritage Ave	Glade Points Addition	Bk 1 Lot 9	\$308,560	\$423,400	0.71
2012	41193415	15399F	1	10	Wlo Enterprises Inc.	005025 Heritage Ave	Glade Points Addition	Bk 1 Lot 10	\$286,050	\$446,910	0.66
2012	41193466	15399F	1	13	Rcc Heritage Glade Ltd	005025 Heritage Ave	Glade Points Addition	Bk 1 Lot 13	\$118,710	\$0	0.55
2012	41193458	15399F	1	12	Rcc Heritage Glade Ltd	005021 Heritage Ave	Glade Points Addition	Bk 1 Lot 12	\$84,040	\$0	0.39
2012	07170351	15399F	1	4	G Points Sc Ltd	003930 Glade Rd	Glade Points Addition	Bk 1 Lot 4	\$913,373	\$610,586	1.20
2012	07170335	15399F	1	2R	G Points Sc Ltd	003930 Glade Rd	Glade Points Addition	Bk 1 Lot 2R	\$1,196,100	\$1,213,047	3.66
2012	07170343	15399F	1	3R	3920 Glade Road Lc	003920 Glade Rd	Glade Points Addition	Bk 1 Lot 3R	\$354,492	\$529,116	0.68
2012	06497772	15399F	1	1	Als Tx Investor Lp	004000 Glade Rd	Glade Points Addition	Bk 1 Lot 1	\$1,952,678	\$2,096,377	6.40
2012	06824919	15399F	1	2	Tsai Global Lc	005000 State Hwy 121	Glade Points Addition	Bk 2 Lot 1	\$551,000	\$241,587	0.81
2012	06515126	15399F	1	2	Hall, Charlie W Etux Helen F	002100 Glade Rd	Glade Points Addition	Bk 1 Lot 2	\$987,515	\$541,300	1.04

Taken from ORDINANCE 0-12-1858

Appendix C : TIRZ #1B Ownership

Account_Nu	Owner_Name	Address	Legal Description	2025 Estimated Taxable Value
40111431	JASON AND TERESA STANLEY LIVIN	1101 LAVACA TR	LAVACA TRAIL ADDITION Block 1 Lot 5 AG PER PLAT 388-141 PG 100	\$ 400
40361470	SEKIN FAMILY HOLDINGS LTD	4215 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 11	\$ 1,675,000
40445348	ICA PROPERTIES INC	3901 COLLEYVILLE BLVD	WOODBRIAR ESTATES WEST ADDN Block 6R Lot 8	\$ 2,625,000
40445356	STAR SELF STOR OF COLLEYVILLE	3901 COLLEYVILLE BLVD	WOODBRIAR ESTATES WEST ADDN Block 6R Lot 9	\$ 3,200,000
40650235	AYERS & AYERS PLAZA LTD	4205 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 10R1	\$ 2,580,000
40650243	GATEWAY WEST GROUP LP	4209 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 10R2	\$ 2,500,000
40652521	FIRST TRYAT PARTNERS LP	5201 HERITAGE AVE	HERITAGE OFFICE PARC Block 1 Lot 1	\$ 348,280
40652548	FIRST TRYAT PARTNERS LP	4000 GATEWAY DR	HERITAGE OFFICE PARC Block 1 Lot 2	\$ 146,286
40652556	IRVING INVESTMENTS LTD	4004 GATEWAY DR	HERITAGE OFFICE PARC Block 1 Lot 3	\$ 1,075,800
40652564	IRVING INVESTMENTS LTD	4008 GATEWAY DR	HERITAGE OFFICE PARC Block 1 Lot 4	\$ 1,322,652
40652599	RIO MAMBO COLLEYVILLE INC	5150 STATE HWY 121	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 12	\$ 3,223,369
40652602	DIESEL INVESTMENTS LLC	5400 STATE HWY 121	JR'S ESTABLISHMENT ADDITION Block 1 Lot 1	\$ 2,185,316
40680983	C & L PARTNERSHIP LTD	8300 PRECINCT LINE RD	FAIR WAY ADDITION Block 2 Lot 1R	\$ 4,327,413
41008871	GENE YOUNG STANDARD INS A CORP	8190 PRECINCT LINE RD	MEADOWS CREEK PLAZA Block 1 Lot 3	\$ 4,100,000
41008928	KELLER, ISD	1101 MCDONWELL SCHOOL RD W	K I S D ADDITION Block 1 Lot 1R	\$ -
41008944	CAMPO SAN ANTONIO LLC	8260 PRECINCT LINE RD	CASTLE PEAK ADDITION - COLLEY Block 1 Lot 1	\$ 1,670,000
41185625	LINLES PROPERTIES LTD	8090 PRECINCT LINE RD	LAVACA TRAIL ADDITION Block 2 Lot 1	\$ 1,936,000
41185641	SL2 SALON SUITES LLC	8080 PRECINCT LINE RD	LAVACA TRAIL ADDITION Block 2 Lot 2	\$ 1,057,250
41186214	COLLEYVILLE CITY OF	5212 POOL RD	POOL VISTA ADDITION Block A Lot 4	\$ -
41200233	MAROMA HOLDINGS LLC	5200 STATE HWY 121	HERITAGE HIGH SCHOOL ADDITION Block B Lot 1	\$ 1,301,250
41200268	CP3 INVESTMENTS LP	4204 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block B Lot 4	\$ 6,655
41200284	4214 GATEWAY INVESTMENTS LLC	4214 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block B Lot 3	\$ 1,139,500
41200292	PROGRESSIVE HOLDINGS LLC	4218 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block B Lot 2	\$ 1,200,000
41216555	CORLISS STONE-LITTLES LLC	8180 PRECINCT LINE RD	MEADOWS CREEK PLAZA Block 1 Lot 4	\$ 932,100
41228529	PRECINCT PARTNERS LLC	7970 PRECINCT LINE RD	ATLANTIC OIL AND GAS ADDITION Lot 2R	\$ 677,790
41244990	HR FROST REAL ESTATE LLC	4012 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4012 Lot 100 & 10.70% IN COMMON AREA	\$ 358,150
41245008	INTERNATIONAL TRAVEL SOLUTIONS	4012 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4012 Lot 110 & 10.30% IN COMMON AREA	\$ 340,000
41245016	WILBARGER STREET LP	4012 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4012 Lot 120 & 10.30% IN COMMON AREA	\$ 344,825
41245024	WILBARGER STREET LP	4012 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4012 Lot 130 & 10.20% IN COMMON AREA	\$ 341,575
41245032	TRANSPORT WORKERS UNION LOCAL	4012 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4012 Lot 140 & 10.80% IN COMMON AREA	\$ 361,400
41245040	VACATION CONNECTION INC	4016 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4016 Lot 100 & 12.50% IN COMMON AREA	\$ 411,840
41245059	FAIRWEATHER HOLDINGS LLC	4016 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4016 Lot 110 & 11.60% IN COMMON AREA	\$ 358,500
41245067	FAIRWEATHER HOLDINGS LLC	4016 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4016 Lot 120 & 11.50% IN COMMON AREA	\$ 358,200
41245075	GREENHOLD LLC	4016 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO Block 4016 Lot 130 & 12.10% IN COMMON AREA	\$ 373,800
41250672	TAK ENTERPRISES INC	4012 GATEWAY DR	HERITAGE GATEWAY OFFICE CONDO COMMON AREA	\$ -
41323513	CP3 INVESTMENTS LP	5220 STATE HWY 121	HERITAGE HIGH SCHOOL ADDITION Block 1 Lot 2R	\$ 2,100,000
41332814	TBDT HOLDINGS LLC	5203 HERITAGE AVE	HERITAGE OFFICE PARC Block 1 Lot 7R1	\$ 1,200,000
41332822	IREALEYES LLC	5205 HERITAGE AVE	HERITAGE OFFICE PARC Block 1 Lot 72R	\$ 1,610,988
41332830	ZINC PROPERTIES LTD	5207 HERITAGE AVE	HERITAGE OFFICE PARC Block 1 Lot 7R3	\$ 2,370,000
41387716	TAK ENTERPRISES INC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO COMMON AREA	\$ -
41387724	SUNSHINE OB HOLDINGS LLC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 1 Lot 100 & 12.07% OF COMMON AREA PER PLAT D217036076	\$ 660,000
41387732	HELICOPTER MARKETING ASSOCIATE	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 1 Lot 110 & 5.71% OF COMMON AREA PER PLAT D217036076	\$ 335,500
41387759	ANDERSON PROPERTY HOLDINGS	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 2 Lot 200 & 7.70% OF COMMON AREA PER PLAT D217036076	\$ 444,420
41387767	ORONA & MONGE LLC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 2 Lot 210 & 6.41% OF COMMON AREA PER PLAT D211165613	\$ 376,750
41387775	O'BRIEN FAMILY TRUST	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 2 Lot 220 & 8.87% OF COMMON AREA PER PLAT D217036076	\$ 500,000
41387791	JVS MANAGEMENT LLC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 3 Lot 300 & 6.62% OF COMMON AREA PER PLAT D217036076	\$ 389,125
41387805	5209 HERITAGE COLLEYVILLE	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 3 Lot 310 & 5.03% OF COMMON AREA PER PLAT D217036076	\$ 295,900
41387813	BDJ ENTERPRISES LLC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 3 Lot 320 & 6.13% OF COMMON AREA PER PLAT D217036076	\$ 340,340
41387821	J & M SAUNDERS LLC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 4 Lot 400 & 9.46% OF COMMON AREA PER PLAT D217036076	\$ 556,050
41387848	TAK ENTERPRISES INC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 4 Lot 410 & 3.62% OF COMMON AREA PER PLAT D217036076	\$ 200,980
41387856	DTS PROPERTIES LLC	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 4 Lot 420 & 10.29% OF COMMON AREA PER PLAT D217036076	\$ 550,000
41387872	COPPER MOUNTAIN CAPITAL	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 5 Lot 500 & 6.81% OF COMMON AREA PER PLAT D217036076	\$ 400,125
41387880	BYNO, JOHN	5209 HERITAGE AVE	COLLEYVILLE MED & OFF CONDO Block 5 Lot 510 & 11.28% OF COMMON AREA PER PLAT D217036076	\$ 662,750

Appendix C : TIRZ #1B Ownership

Account_Nu	Owner_Name	Address	Legal Description	2025 Estimated Taxable Value
41449010	COLLEYVILLE CITY OF	7015 COLLEYVILLE BLVD	GARDENS, THE Block 1 Lot 1R LESS PORTION IN TIF	\$ -
41565452	TOV VENTURE LTD	8070 PRECINCT LINE RD	LAVACA TRAIL ADDITION Block 2 Lot 3	\$ 2,502,780
41571452	WELLTOWER TCG RIDEA LANDLORD L	8100 PRECINCT LINE RD	MEADOWS CREEK PLAZA Block 1 Lot 2	\$ 10,750,000
41717260	170 PLAYERS LLC	2800 HERITAGE AVE	DOSS, JESSE SURVEY Abstract 441 Tract 2C1	\$ 138,996
42003723	BEAR VALLEY COMMUNITY CHURCH	7900 PRECINCT LINE RD W	BEAR VALLEY COMMUNITY CHURCH Block 1 Lot 1R PLAT D214183226	\$ -
42062941	LDAC PROPERTIES LLC	8096 PRECINCT LINE RD	MEADOWS CREEK OFFICES Block 1 Lot 1 PLAT D215107398	\$ 1,100,092
42078197	VAST VISION VENTURES LLC	5122 STATE HWY 121	MAC'S BAR AND GRILL ADDITION Block 1 Lot 1A	\$ 352,836
42078201	TOMORROW HOLDINGS LLC	5120 STATE HWY 121	MAC'S BAR AND GRILL ADDITION Block 1 Lot 1B	\$ 2,472,925
42096331	PLAZA REALCO LLC	8170 PRECINCT LINE RD	K I S D ADDITION Block 1 Lot 2R1	\$ 877,000
42096357	BAJRAM & RUZDI INVESTMENTS LLC	8188 PRECINCT LINE RD	K I S D ADDITION Block 1 Lot 2R2	\$ 265,734
42100150	M2 COLLEYVILLE LLC	5300 STATE HWY 121	MAGNOLIA HOSPITALITY ADDN Block A Lot 1	\$ 7,754,000
42270454	RAVENWOOD DEVELOPMENT LLC	8074 PRECINCT LINE RD	LAVACA TRAIL ADDITION Block 2 Lot 4	\$ 1,892,641
42270462	RAVENWOOD DEVELOPMENT LLC	8078 PRECINCT LINE RD	LAVACA TRAIL ADDITION Block 2 Lot 5	\$ 144,928
42270471	RAVENWOOD DEVELOPMENT LLC	8086 PRECINCT LINE RD	LAVACA TRAIL ADDITION Block 2 Lot 6	\$ 157,554
42327201	COMMONWEALTH DENTAL PROPERTIES	8094 PRECINCT LINE RD	MEADOWS CREEK OFFICE CONDOS Lot 2A	\$ 972,600
42327219	GREER 1999 TRUST	8092 PRECINCT LINE RD	MEADOWS CREEK OFFICE CONDOS Lot 2B	\$ 1,265,420
42327227	COMMONWEALTH DENTAL PROPERTIES	8092 PRECINCT LINE RD	MEADOWS CREEK OFFICE CONDOS COMMON AREA	\$ -
42452421	BAHA INVESTMENTS LLC	3825 GLADE RD	170 PLAYERS ADDITION Block A Lot 1	\$ 3,500,000
42452439	GLADE & HERITAGE PROPERTY LLC	3855 GLADE RD STE 140	170 PLAYERS ADDITION Block A Lot 2	\$ 8,753,406
42568330	HPI SELF STORAGE COLLEYVILLE L	8058 PRECINCT LINE RD	PRECINCT LINE RETAIL ADDITION Block 1 Lot 1	\$ 8,050,282
42935537	ZAYGON INVESTMENTS LLC	8098 PRECINCT LINE RD	LA VACA OFFICE CONDOS COMMON AREA	\$ -
03781976	COLLEYVILLE CITY OF	5109 BRANSFORD RD	BBB & C RY SURVEY Abstract 206 Tract 2D	\$ -
03815188	UNIQUE FORTUNE LLC	2417 WILKES DR	CHOWNING, ROBERT SURVEY Abstract 294 Tract 1B1 1C1 1B2 & 1B3	\$ 2,230,737
03833364	NEWELL, DORCUS D	5312 STATE HWY 121	COX, ELIZABETH SURVEY Abstract 352 Tract 6B2 & 6B4	\$ 570,793
03834727	JOSEPH PRINCE MINISTRIES INC	1000 W L D LOCKETT RD	CARODINE, ISAAC SURVEY Abstract 356 Tract 1A	\$ 10
04070100	SOUDER, DANNY	8050 PRECINCT LINE RD	MCEWING, R H SURVEY Abstract 1154 Tract 1M & A1182 TR 1G HOMESITE	\$ 500,102
04070232	TERRY, GLENDA J TRUSTEE ETAL	8196 PRECINCT LINE RD	MCEWING, R H SURVEY Abstract 1154 Tract 1A09A	\$ 167,446
04070275	TERRY, GLENDA J TRUSTEE ETAL	8200 PRECINCT LINE RD	MCEWING, R H SURVEY Abstract 1154 Tract 1A11	\$ 309,044
04070283	TERRY, GLENDA J TRUSTEE ETAL	8200 PRECINCT LINE RD	MCEWING, R H SURVEY Abstract 1154 Tract 1A12	\$ 294,277
04081609	JOSEPH PRINCE MINISTRIES INC	8010 PRECINCT LINE RD	NEWTON, W C SURVEY Abstract 1182 Tract 1	\$ 557
04081803	JOSEPH PRINCE MINISTRIES INC	8000 PRECINCT LINE RD	NEWTON, W C SURVEY Abstract 1182 Tract 1E	\$ 685
04420160	PHILIPP, ANDREW	1013 LAVACA TR	LAVACA TRAIL ADDITION Block 1 Lot 4 HS PER PLAT 388-141 PG 100	\$ 691,809
04504941	COLLEYVILLE CITY OF	5008 ROBERTS RD	MINTER, GREEN W SURVEY Abstract 1034 Tract 8A	\$ -
04509196	TERRY, GLENDA J TRUSTEE ETAL	8200 PRECINCT LINE RD	MCEWING, R H SURVEY Abstract 1154 Tract 1A10	\$ 429,233
04740238	JASON AND TERESA STANLEY LIVIN	1101 LAVACA TR	LAVACA TRAIL ADDITION Block 1 Lot 5 LESS AG PER PLAT 388-141 PG 100	\$ 679,819
04855159	COLLEYVILLE 3809 LLC	3809 COLLEYVILLE BLVD	WOODBRIAR ESTATES WEST ADDN Block 5R Lot 1A PER PLAT 388-150 PG 71	\$ 1,055,616
04855167	FOREMAN ENTERPRISES LLC	3801 COLLEYVILLE BLVD	WOODBRIAR ESTATES WEST ADDN Block 5R TRACT 2A SCHOOL BOUNDARY SPLIT	\$ 598,500
04855191	CASTLE CORE LLC	3811 COLLEYVILLE BLVD	WOODBRIAR ESTATES WEST ADDN Block 6R Lot 2A PER PLAT 388-150 PG 71	\$ 490,000
04855205	CLEARWATER RE LLC	300 W GREENBRIAR LN	WOODBRIAR ESTATES WEST ADDN Block 6R Lot 3 PER PLAT 388-150 PG 71	\$ 493,762
05239222	FOREMAN ENTERPRISES LLC	3801 COLLEYVILLE BLVD	WOODBRIAR ESTATES WEST ADDN Block 5R TRACT 2A SCHOOL BOUNDARY SPLIT	\$ 665,000
05700795	PHILIPP, ANDREW	1013 LAVACA TR	LAVACA TRAIL ADDITION Block 1 Lot 4 LESS HS PER PLAT 388-141 PG 100	\$ 367
05975840	TAK ENTERPRISES INC	8002 PRECINCT LINE RD	MCEWING, R H SURVEY Abstract 1154 Tract 1	\$ 546,550
06069215	AAYUSH REAL ESTATE LLC	105 CHEEK SPARGER RD	SAN BAR SQUARE ADDITION Block 1 Lot 1	\$ 570,416
06196020	COLLEYVILLE CITY OF	5201 BRANSFORD RD	CITY PARK ADDITION Block 1 Lot 1	\$ -
06196039	COLLEYVILLE CITY OF	5201 BRANSFORD RD	CITY PARK ADDITION Block 1 Lot 2	\$ -
06351891	COLLEYVILLE CITY OF	2512 GLADE RD	PLEASANT GLADE ASSMBLY OF GOD Block 1 Lot 1	\$ -
06351905	COLLEYVILLE CITY OF	5008 ROBERTS RD	METROPLEX COVENANT CHURCH ADDN Lot 1R1	\$ -
06780067	COLLEYVILLE CITY OF	301 W GREENBRIAR LN	WOODBRIAR ESTATES WEST ADDN Block 5R Lot 3R COMMON AREA	\$ -
06878571	GRAPEVINE COLLEYVILLE, ISD	5101 HERITAGE AVE	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 1	\$ -
06964648	RIDING UNICORNS LLC	4001 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 3	\$ 700,650
06986684	121 COMPRADES LTD	5174 STATE HWY 121	LA HACIENDA RANCH ADDITION Block 1 Lot 1	\$ 3,231,000
07064497	SCOTT, LARRY P	3830 GLADE RD	WALGREEN PLAZA ADDITION Block 1 Lot 1A	\$ 2,322,802
07064527	P377 HOLDINGS LLC	4005 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 4	\$ 812,956

Appendix C : TIRZ #1B Ownership

Account_Nu	Owner_Name	Address	Legal Description	2025 Estimated Taxable Value
07352018	BRADFORD COMMERCIAL PROPERTIES	5100 STATE HWY 121	HERITAGE HIGH SCHOOL ADDITION Block 3 Lot 1	\$ 3,112,000
07352026	OGC HOLDINGS LLC	4009 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 5	\$ 825,656
07391331	VICTRON STORES LP	7990 PRECINCT LINE RD	ATLANTIC OIL AND GAS ADDITION Lot 1	\$ 1,625,250
07583702	SMILE MASTERS LTD	4013 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 6	\$ 762,671
07584199	KMGM LLC	4201 GATEWAY DR	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 13	\$ 927,000
07584288	INSIGHT CAPITAL REALTY CO LTD	4101 GATEWAY CT	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 2R	\$ 1,004,265
07584318	MARGMATT LTD	4105 GATEWAY CT	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 7	\$ 658,000
07584326	KLMM LTD	4109 GATEWAY CT	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 8	\$ 1,135,000
07584334	EMPOWERING LIFE CHURCH INTERNA	4113 GATEWAY CT	HERITAGE HIGH SCHOOL ADDITION Block 2 Lot 9	\$ 1,243,720



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5b

Agenda Date 10/8/2025

Number Ordinance O-25-2348

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a dog boarding use to operate on Lot 2A, Block 6R, of the Woodbriar Estates West Addition, located at 3811 Colleyville Boulevard, Case ZC25-021

Explanation

First Reading and Public Hearing

Chene Verrett, the applicant, has submitted a request for a Special Use Permit (SUP) to operate a dog boarding business on Lot 2A, Block 6R, Woodbriar Estates West Addition, being approximately 0.46 acres and zoned CC-3 Highway Commercial. The property is developed as a multi-tenant building with suites available for retail use. The SUP request is to allow for a dog boarding business, with an outdoor run, to operate in an existing building. The opposition recorded for this item is 25.43%.

SUP Request: The property is zoned CC-3 Highway Commercial district, which allows for a dog boarding business with approval of an SUP in accordance with Table 3.24.B - Schedule of Permitted Uses of the Land Development Code.

Analysis: The proposed development will provide boarding, grooming, and training services for pets. Most operations will occur during standard retail hours (7 a.m. to 7 p.m.), with appropriate ventilation and sound-proofing installation.

Plat Status: The property is platted as Lot 2A, Block 6R, Woodbriar Estates West Addition.

DRC Review: The DRC reviewed the request during their August 18, 2025, meeting and determined the case would be scheduled for the September 8, 2025, Planning and Zoning Commission meeting.

Drainage: N/A

Surrounding Development: The properties to the north, east, and west are zoned CC-3 Highway Commercial and improved with commercial uses. The property to the southeast is zoned CN Neighborhood Commercial and improved with an institutional use. The properties to the south are zoned PUD-R Planned Unit Development - Residential and are improved with single family homes.

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 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their September 8, 2025 meeting by a vote of 6-0.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Relief and Screening Plan
6. Floor Plan
7. Notification Map
8. Notification Letter
9. Letters of Opposition
10. Opposition Map
11. Opposition Report
12. Ordinance O-25-2348

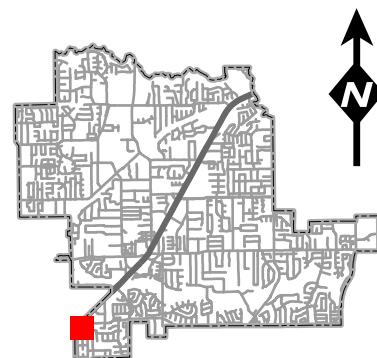
Aerial Map



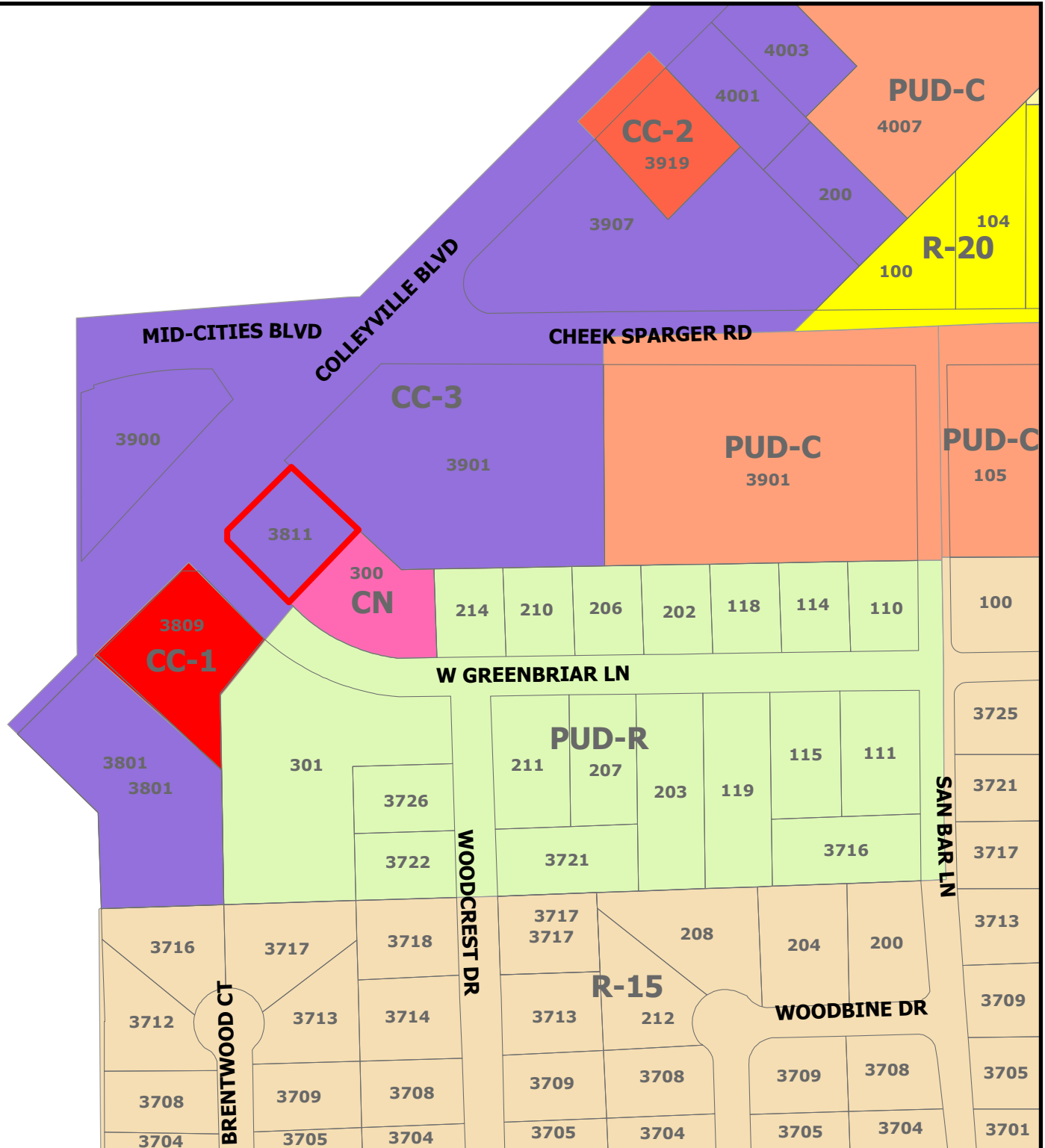
ZC25-021

3811 Colleyville Blvd

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Zoning Map

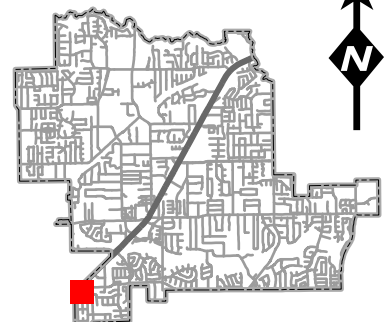


ZC25-021

3811 Colleyville Blvd



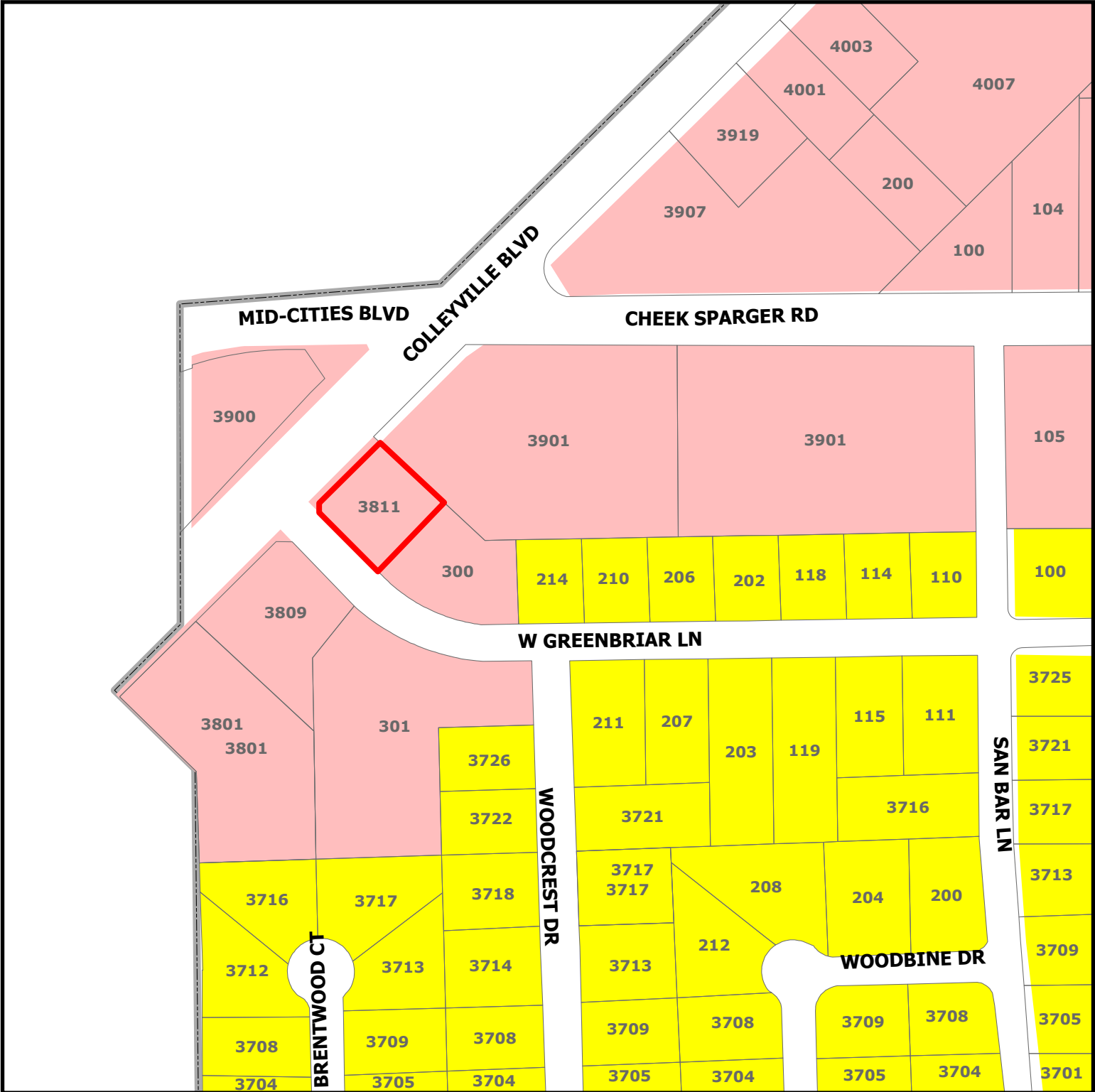
Subject Property



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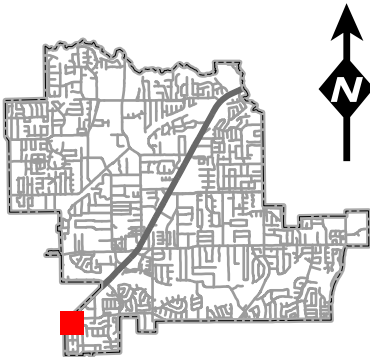
Future Land Use Map



ZC25-021

3811 Colleyville Blvd

- Residential
- Colleyville Blvd Corridor
- Subject Property



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**Statement of Objective Planning****Business Name: Preppy Pet****Established: 2003****Franchising Since: 2006****Current Locations: ~20 Nationwide**

Business Overview:

Preppy Pet provides a full range of pet care services, including Pet Boarding, Doggie Daycare, Training, Pet Apparel, and Grooming, with a focus on affordable, reliable, and high-quality service. One of our most popular offerings, Climate-Controlled All Day Dog Play, reflects our commitment to both innovation and the comfort of pets in our care.

Business Objective:

Our core objective is to deliver the very best care for pets at an affordable rate, ensuring peace of mind for pet owners while setting high standards in the pet services industry. We aim to provide a safe, clean, and fun environment for pets, while offering convenience and value to their owners.

Short-Term Goals (6–12 months):

- Strengthen operational consistency across all franchise locations
 - Expand marketing reach to increase brand awareness in underserved regions
 - Introduce additional service packages or seasonal promotions to boost revenue
 - Enhance customer experience through digital tools (e.g., online booking, mobile updates)
-

Long-Term Vision (3–5 years):

- Add 3+ more franchise locations within the DFW area
- Innovate in pet wellness offerings (e.g., enrichment activities, nutrition add-ons)



- Maintain our position as a leading provider of affordable pet care without compromising quality
 - Build partnerships with local rescues or community organizations to reinforce our commitment to animal welfare
-

Operational Details and Facility Standards:

Hours of Operation:

- Kennel Tech Hours: 7:00 AM – 7:00 PM, Every Day
- Lobby Hours:
 - Monday–Friday: 7:00 AM – 12:00 PM and 2:00 PM – 7:00 PM
 - Saturday: 8:00 AM – 6:00 PM
 - Sunday: 11:00 AM – 5:00 PM
- Pick-up/Drop-off: During lobby hours only

Outdoor Relief and Dog Walking Protocol:

- Dogs may be walked in groups of up to 5 in a fenced outdoor walking area.
- Dogs within this area may be off-leash but are *always monitored* and *never left unattended*.
- Group walk sessions typically last 10–15 minutes, with up to 5 sessions per day.

Waste Management and Sanitation:

- Waste is promptly scooped and disposed of in a covered trash container lined with 30-gallon heavy-duty bags.
- Scoopers are disinfected in a designated bucket and cleaned daily.
- Waste is double-bagged, securely tied, and placed in a refuse container for weekly pickup.

Exterior Cleaning and Treatment:

- Exterior areas are treated with a disinfectant sprayer solution (per Procedures Manual) at least 3 times per week or as needed.



- Surfaces are rinsed with clean water, and standing water is removed using a broom or blower to prevent buildup.

Interior Cleaning Protocols:

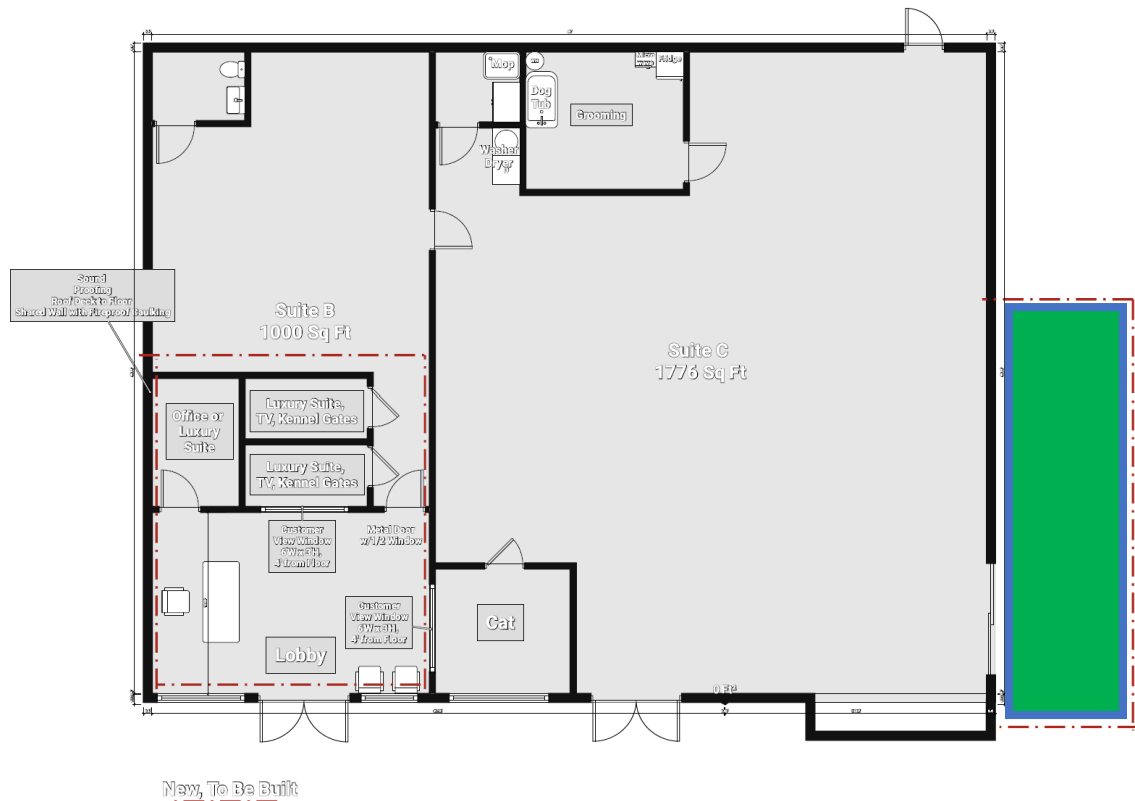
- We use a hospital-grade Double Bucket Mop System to protect against cross-contamination, including pathogens such as MRSA, Norovirus, HBV, HCV, HIV, and Parvovirus.
- Our facilities are designed and maintained with a focus on cleanliness and odor control.

Smell & Tell Tours:

We proudly invite pet parents to participate in our proprietary "*Smell and Tell Tour*," offering a behind-the-scenes look at our rigorous hygiene standards and the thoughtful care provided to every pet.

Facility Enhancements (In Progress):

- **New HVAC Units:** Will be installed by the landlord, including air exchange for improved indoor air quality.
- **Soundproofing:** Soundproofing will be added to the shared wall, extending from roof to floor, to further reduce noise transmission. Additionally, fire caulking will be applied to all necessary joints and penetrations to meet safety and code requirements.
- **Interior Additions:** A lobby, two luxury pet suites, and an office will be incorporated into the layout to improve functionality and client experience.
- **Outdoor Play Area:** The existing drive-thru area will be converted into a small, attended outdoor play area for pets only. Play sessions will be limited to 10–15 minutes, with small groups to ensure close supervision and safety.



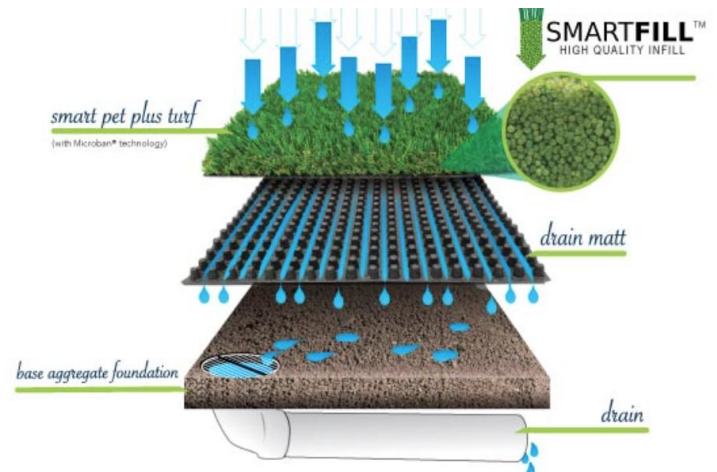
Outdoor Area

- The fenced outdoor area will feature a **8-foot stained wood fence**, matched in color to the existing building, supported by **meadow-style support poles**.
- Inside the fence, a **6-inch concrete curb** (indicated in blue) will border the area (approximately **10' x 30'**). This curb is designed to prevent water runoff into the parking lot.
- The ground will be graded to create a **12–18 inch slope** directing water toward a drain, which will be connected to the building's plumbing system.
- A **turf drainage system** will then be installed, topped with **synthetic turf** (shown in green).

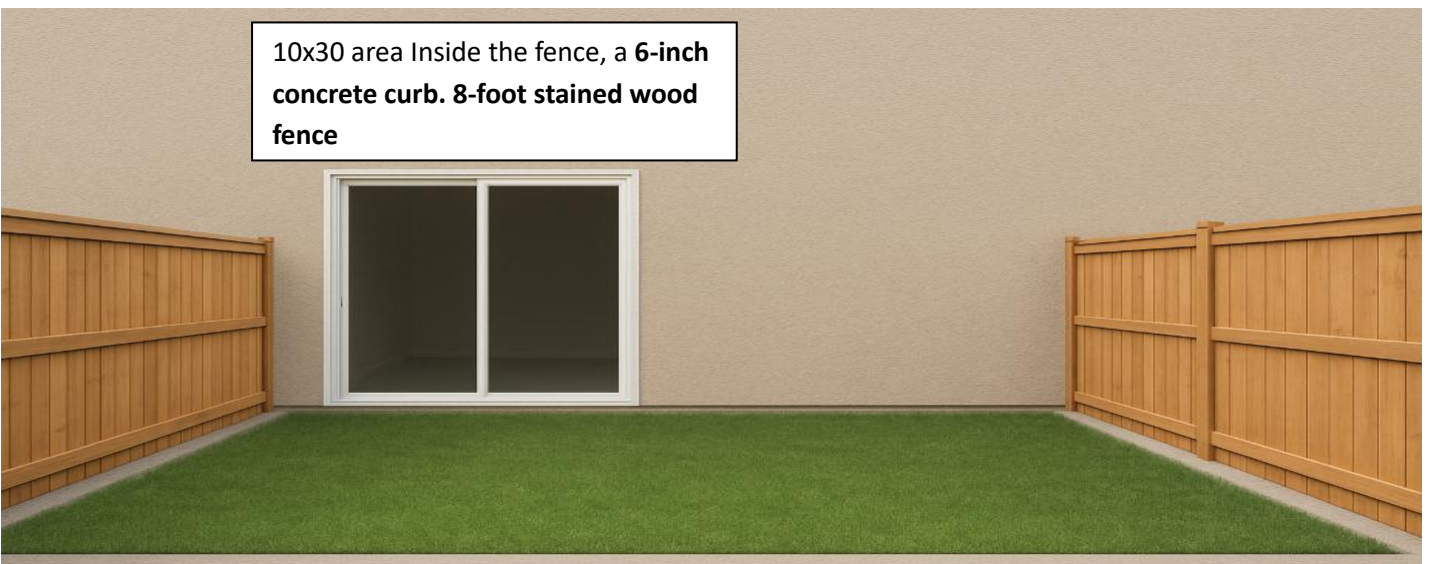
Cleaning and Maintenance of the Relief System

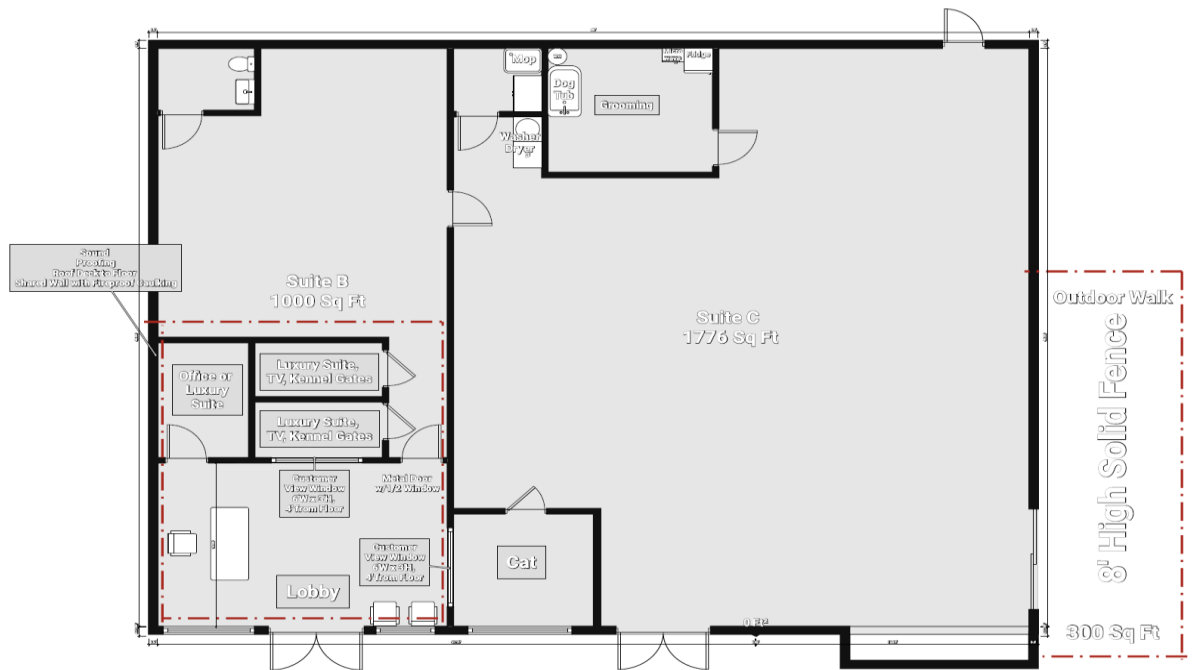
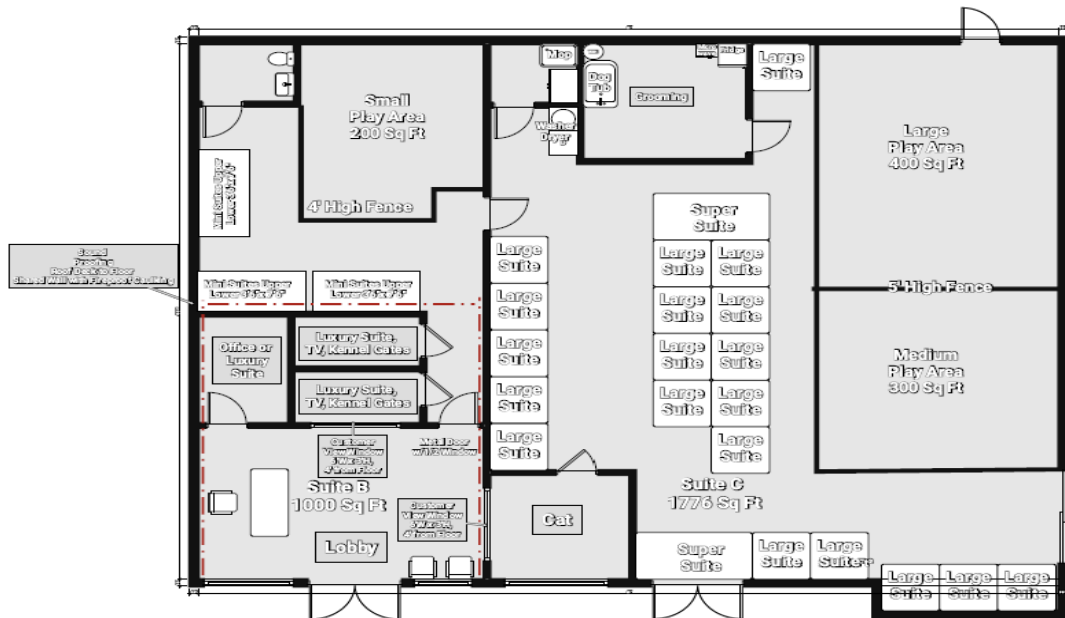
- At the end of each day, the area will be **thoroughly cleaned and sanitized**.
- Cleaning will utilize a **hospital-grade Double Bucket Mop System**, which disinfects all surfaces while preventing cross-contamination. This system is proven effective against a wide range of pathogens, including **MRSA, Norovirus, HBV, HCV, HIV, and Parvovirus**.

Our facilities are maintained to the **highest standards of cleanliness, sanitation, and odor control**, ensuring a safe and hygienic environment.

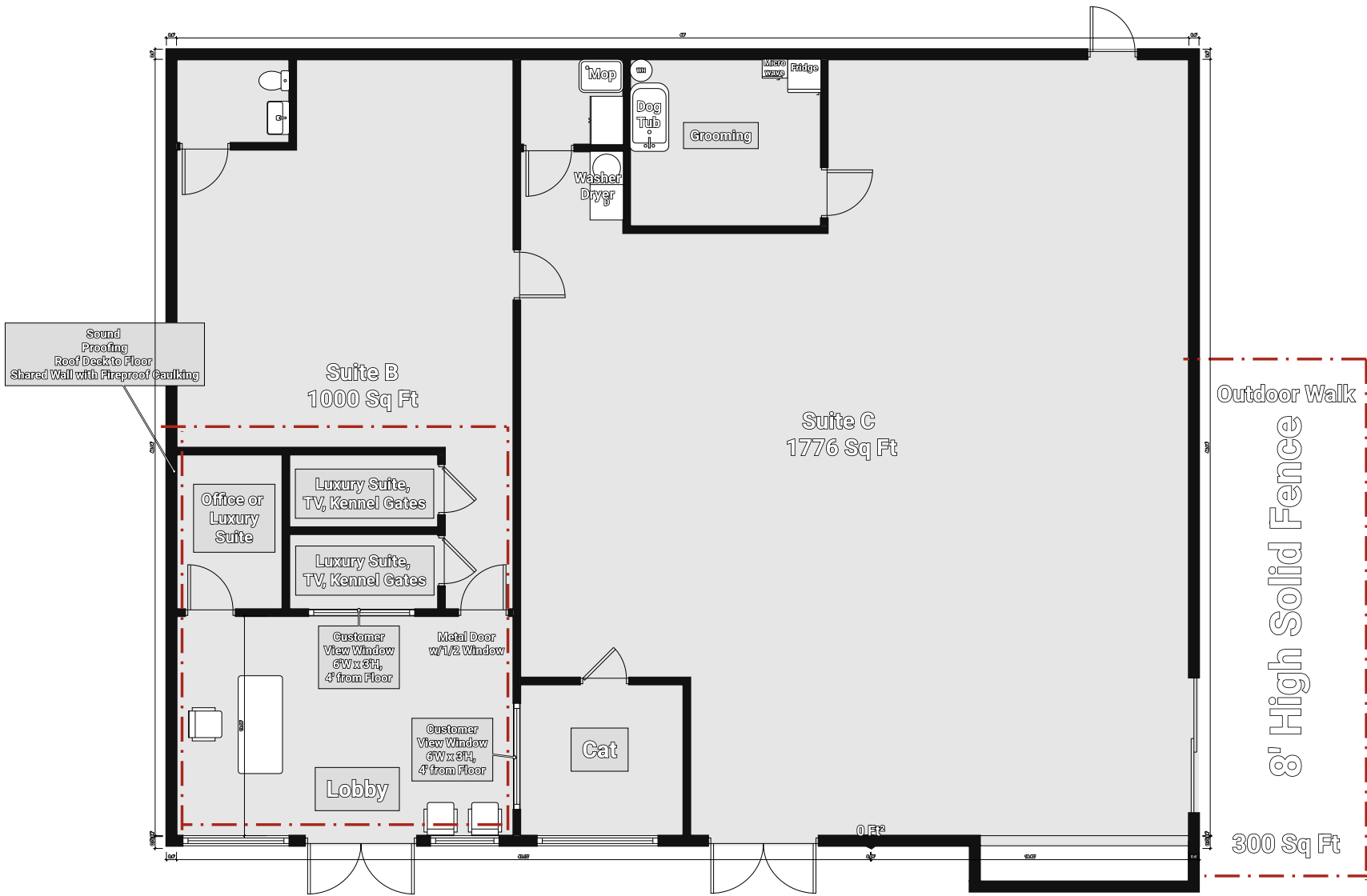


10x30 area Inside the fence, a **6-inch concrete curb**. **8-foot stained wood fence**





May, To Be Built



New, To Be Built

Notification Map

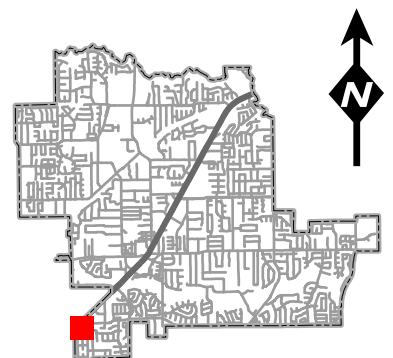


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ZC25-021

3811 Colleyville Blvd

-  Subject Property
 Buffer
 Parcels to be notified





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, September 8, 2025 at 7:00p.m.
City Council Meetings: Wednesday, October 8, 2025 & Tuesday, October 21, 2025 at 7:00p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a Pet Boarding use on Lot 2A, Block 6R, Woodbriar Estates West Addition, located at 3811 Colleyville Boulevard, Case ZC25-021. The applicant is requesting to operate a pet boarding business.

Zoning Case: ZC25-021

Applicant: Chene Verrett

Owner: Castle Core, LLC.

Location: 3811 Colleyville Boulevard

Property Description: Lot 2A, Block 6R, Woodbriar Estates West Addition

Present Zoning: CC-3 Highway 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:

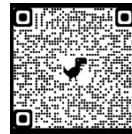
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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.

Daniel Ponder

Daniel Ponder
Planning Manager

From: [REDACTED]
To: [Citizen Letters](#)
Cc: [REDACTED]
Subject: Zoning Case ZC25-021
Date: Tuesday, August 26, 2025 6:53:30 AM

Dear Members of the Planning Commission,

We welcome new business to the community.

However, we respectfully ask that the Commission take time to thoroughly question the prospective owners regarding the proper operation of the proposed pet boarding facility. Based on the current site layout, we have significant concerns about the adequacy of the space for such a business.

Specifically, there appears to be no designated outdoor area for pets. The only exterior space consists of a parking lot and a narrow walkway at the rear of the building. There is no grass, no accessible water source, and no sufficient outdoor area where pets can be safely exercised or cared for.

Given these limitations, we are concerned about how the facility plans to meet the basic needs of boarded animals, including daily exercise, outdoor time, and proper sanitation. We believe these questions are critical for ensuring the well-being of the animals and the suitability of this location for such a business.

Thank you for your attention to this matter.

William and Storie Gilchrist

William Gilchrist
214 W. Greenbriar Ln
Colleyville, TX 76034
[REDACTED]



[REDACTED]

From: Callie Norris [REDACTED]
Sent: Thursday, August 28, 2025 11:35 AM
To: Daniel Ponder <DPonder@colleyville.com>
Subject: SPU- Case- ZC25-021-Pet Boarding

Dear Daniel,

Thank you for your time on the phone today. I represent the owner of the property at 3901 Colleyville Blvd, and I would like to express my concerns in writing regarding the proposed use of the property.

Upon reviewing the area on Google Earth, it appears that there is no designated location for pets to use the bathroom near the subject property. Our property is the most inviting and closest option for pets to dispose of their business in proximity to the subject property, as our property has only limited landscaping available.

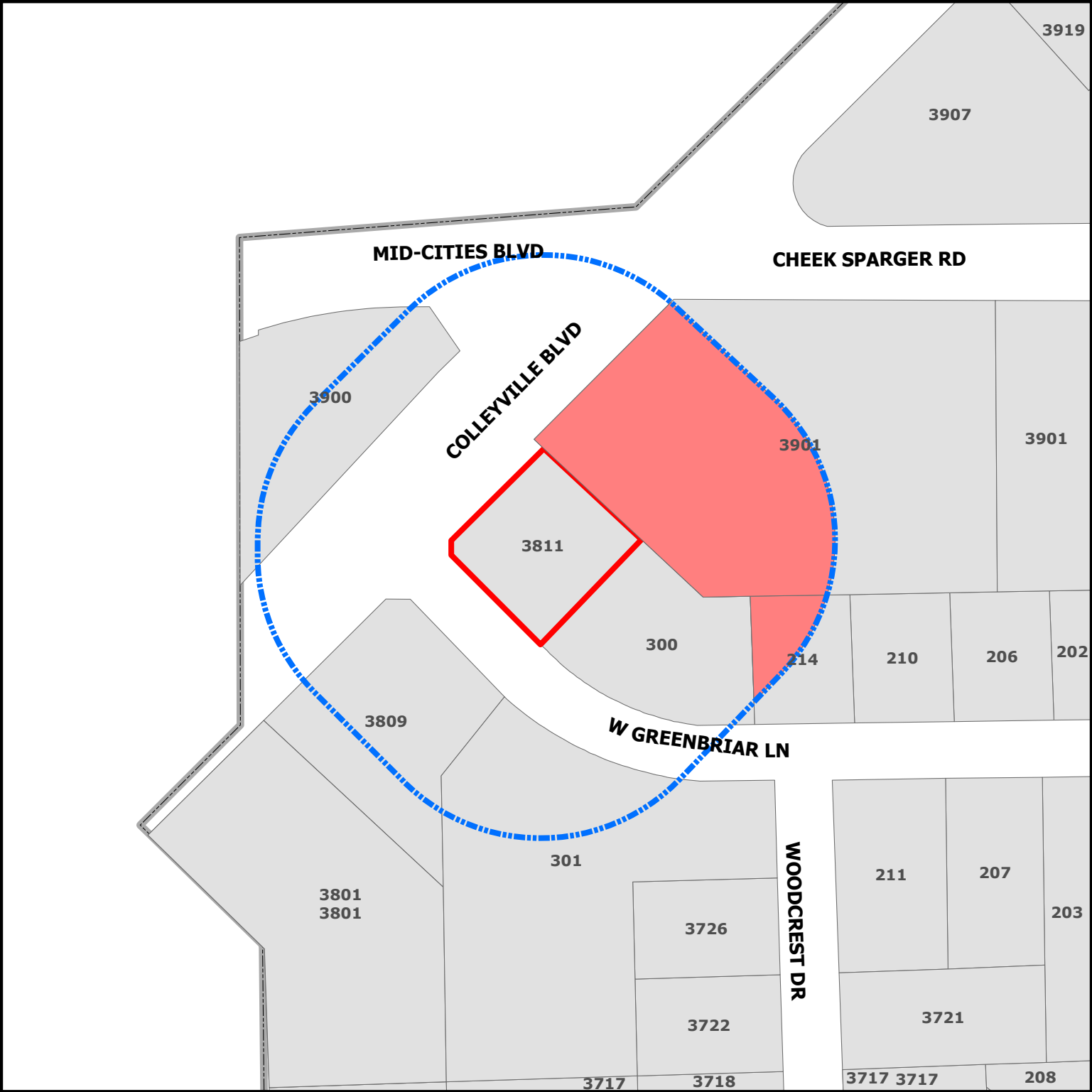
I urge you to communicate my concerns to the Planning and Zoning Commission and advocate for the denial of this proposed use.

Thank you for your attention to this matter.

Sincerely,

Callie Norris
ICA Properties, Inc.
[REDACTED]

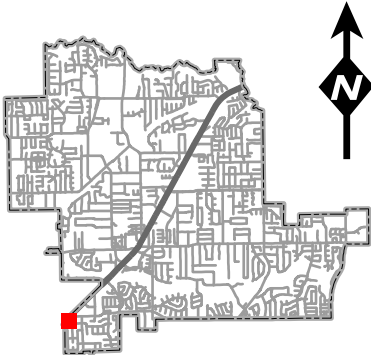
Opposition Map



ZC25-021

3811 Colleyville blvd

-  Subject Property
-  Opposing
-  Buffer_Protest



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List of Opposing Properties

Address	Owner's Name	Percentage
3901 COLLEYVILLE BLVD	ICA PROPERTIES INC	23.29%
214 W GREENBRIAR LN	WILLIAM GILCHRIST	2.14%

Address Count : 2

Total Percentage: 25.43%

ORDINANCE O-25-2348

AMENDING THE ZONING FOR LOT 2A, BLOCK 6R, WOODBRIAR ESTATES WEST ADDITION, LOCATED AT 3811 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR A DOG BOARDING FACILITY; 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 a request for a Special Use Permit (Case ZC25-021) for a dog boarding facility for the real property described as Lot 2A, Block 6R, Woodbriar Estates West Addition, located at 3811 Colleyville Boulevard, as further described and depicted on Exhibits "A", "B", "C" and "D" hereto (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned CC-3 Highway Commercial district; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville, has considered and made recommendations on the request, having given the requisite notices, and having held due hearings and affording a full and fair opportunity for all persons interested in the matter to be heard; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council finds that this amendment is in conformance with the Comprehensive Plan for the City of Colleyville and promotes the general health, safety, and welfare of this community.

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

- Sec. 1. THAT the foregoing premises and findings are found to be true and correct and are incorporated as if fully set forth herein.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on the Subject Property, by authorizing a Special Use Permit for a dog boarding facility, as depicted.

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the City's Comprehensive Zoning Ordinance and Land Development Code, as amended herein.

Sec. 4. THAT the Special Use Permit is hereby granted subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the dog boarding business known as Preppy Pet, only.
- b. It shall be generally consistent with the floor plan as depicted on the attached Exhibit "B".
- c. It shall conform to the screening and relief plan as depicted in Exhibit "C".
- d. The Special Use Permit shall authorize Preppy Pet to perform the scope of services as depicted on the attached as Exhibit "D".
- e. 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.
- f. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. 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, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-6 of the Code of Ordinances for the City of Colleyville.

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 if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT 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 8th day of October 2025.

The second reading and public hearing being conducted on the 21st day of October 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF OCTOBER 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

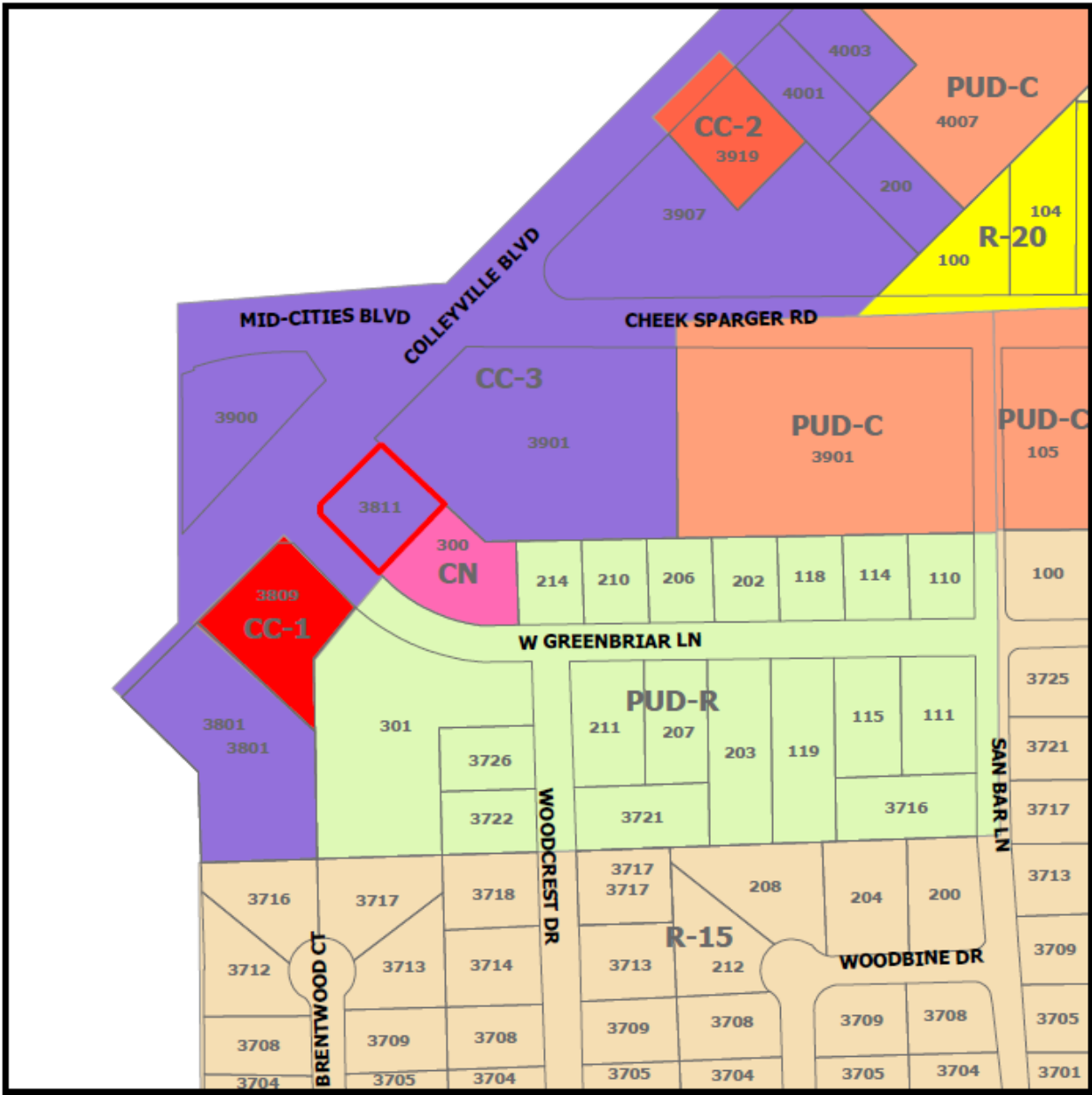


Exhibit "B" – Floor Plan

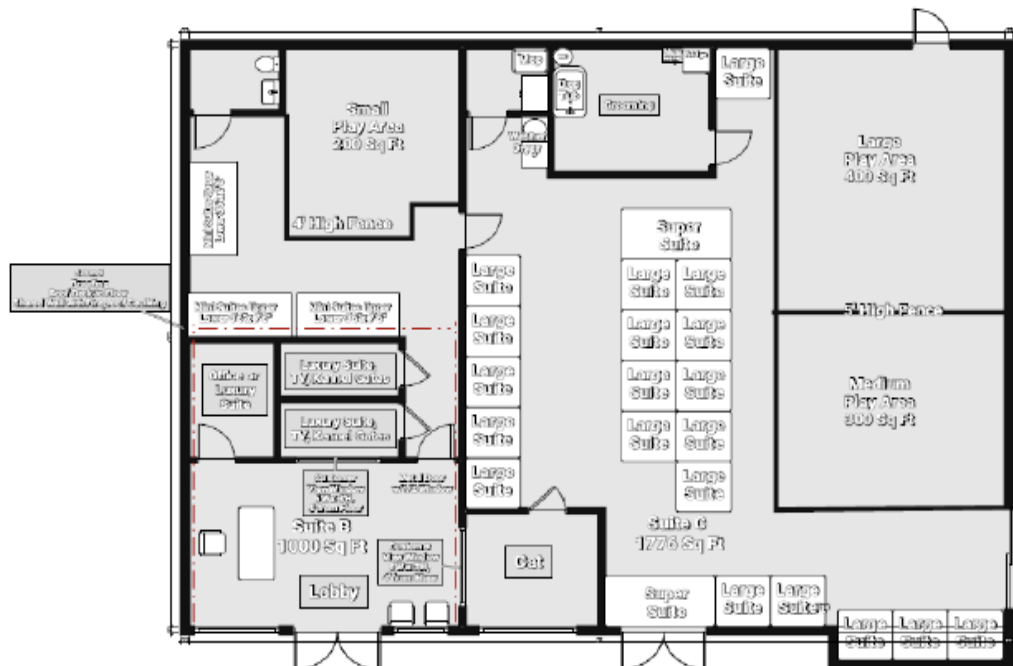
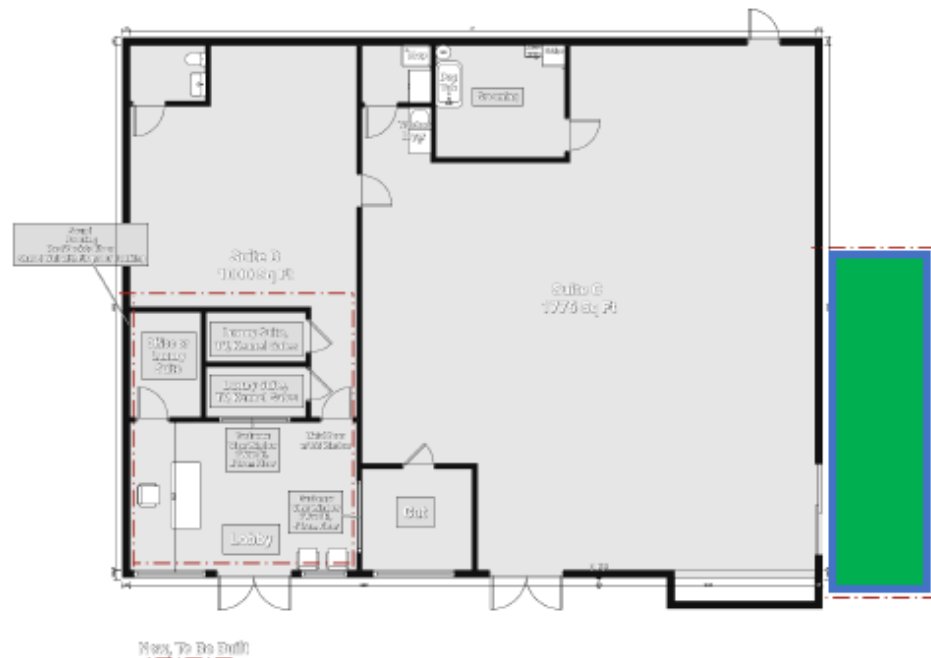


Exhibit "C" – Screening and Relief Plan

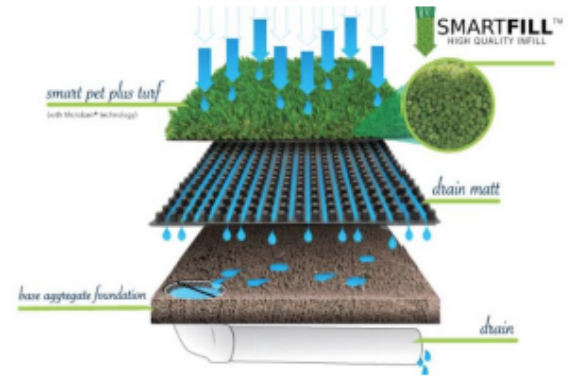


Outdoor Area

- The fenced outdoor area will feature a 8-foot stained wood fence, matched in color to the existing building, supported by meadow-style support poles.
- Inside the fence, a 6-inch concrete curb (indicated in blue) will border the area (approximately 10' x 30'). This curb is designed to prevent water runoff into the parking lot.
- The ground will be graded to create a 12–18 inch slope directing water toward a drain, which will be connected to the building's plumbing system.
- A turf drainage system will then be installed, topped with synthetic turf (shown in green).

Cleaning and Maintenance of the Relief System

- At the end of each day, the area will be thoroughly cleaned and sanitized.
- Cleaning will utilize a hospital-grade Double Bucket Mop System, which disinfects all surfaces while preventing cross-contamination. This system is proven effective against a wide range of pathogens, including MRSA, Norovirus, HBV, HCV, HIV, and Parvovirus.



10x30 area Inside the fence, a 6-inch concrete curb. 8-foot stained wood fence

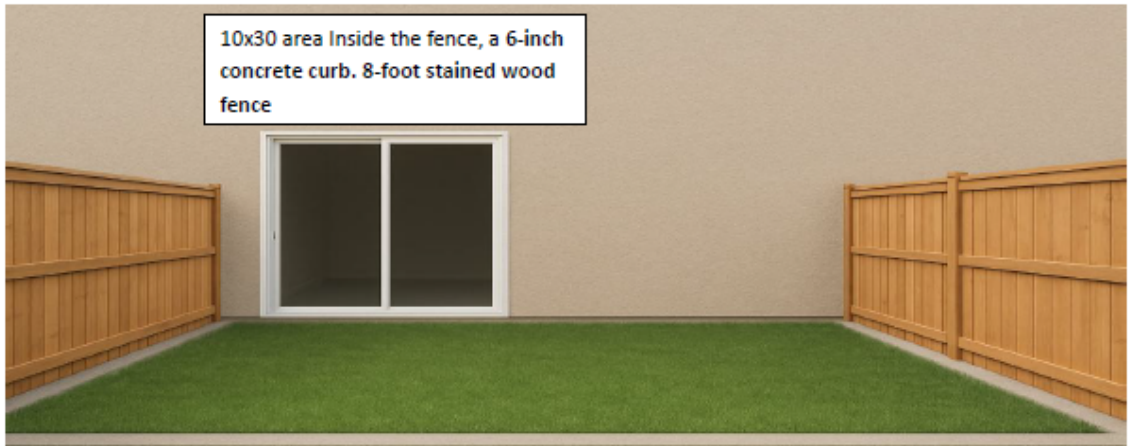


Exhibit “D” – Scope of Services

Nays Dream LLC

d.b.a



Preppy Pet

- Maintain our position as a leading provider of affordable pet care without compromising quality
 - Build partnerships with local rescues or community organizations to reinforce our commitment to animal welfare
-

Operational Details and Facility Standards:

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Nays Dream LLC

d.b.a



Preppy Pet

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- **Interior Additions:** A lobby, two luxury pet suites, and an office will be incorporated into the layout to improve functionality and client experience.
- **Outdoor Play Area:** The existing drive-thru area will be converted into a small, attended outdoor play area for pets only. Play sessions will be limited to 10–15 minutes, with small groups to ensure close supervision and safety.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5c

Agenda Date 10/8/2025

Number Ordinance O-25-2349

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for Alcoholic Beverage Sales-On-Premises Consumption on Lot 13R, Block 2, of the Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC25-022

Explanation

First Reading and Public Hearing

Lisa Pardo, the applicant, has submitted a request for a Special Use Permit (SUP) to allow for alcohol sales on Lot 13R, Block 2, Thompson Terraces Subdivision, being approximately 0.69 acres and zoned CC-1 Village Retail. The SUP request is to continue the sale of alcohol following a change in ownership.

Existing Conditions/Background: The subject property, 5201 Colleyville Boulevard, resides at the intersection of Colleyville Boulevard and Thompson Terrace and has CC-1 Village Retail zoning. The property is developed as the Stone House Restaurant. The applicant is requesting an SUP to continue the sale of alcohol following a change in ownership.

SUP Request: Alcohol beverage sales and consumption require a SUP in accordance with the Land Development Code. The restaurant currently operates with an approved SUP, but needs to reapply following a change in ownership.

Analysis: The SUP is requested to allow for on-premises alcohol sales/consumption at Stone House Restaurant. The restaurant currently operates with an SUP to serve alcohol, which terminates once the ownership is changed.

Plat Status: The property is platted as Lot 13R, Block 2, Thompson Terraces Subdivision.

DRC Review: The DRC reviewed the request during their August 18, 2025, meeting and determined the case would be scheduled for the September 8, 2025, Planning and Zoning Commission meeting.

Drainage: N/A

Surrounding Development: The properties to the north, south, and west are zoned CC-1 Village Retail and improved with commercial uses. The properties to the east are

zoned R-20 Single Family Residential and improved with single family homes.

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 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 for this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their September 8, 2025 meeting by a vote of 6-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Existing Ordinance
5. Notification Map
6. Notification Letter
7. Ordinance O-25-2349

Aerial Map

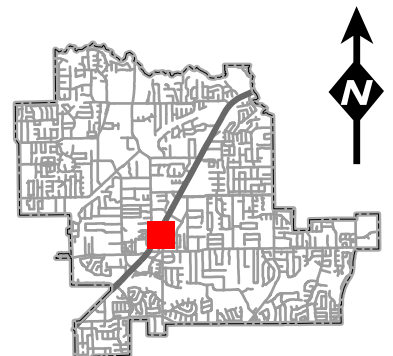


ZC25-022

5201 Colleyville Blvd



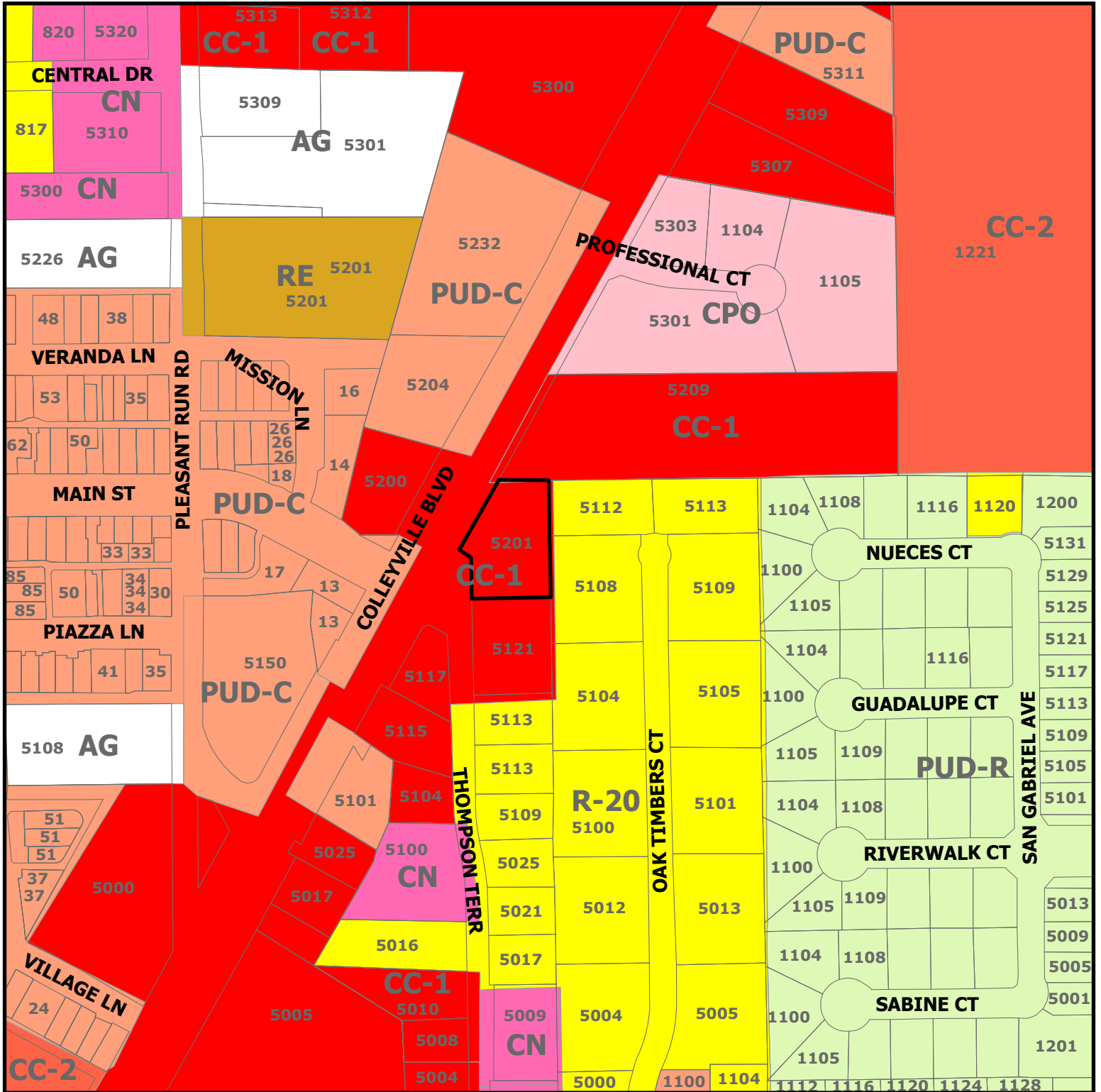
Subject Property



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Zoning Map

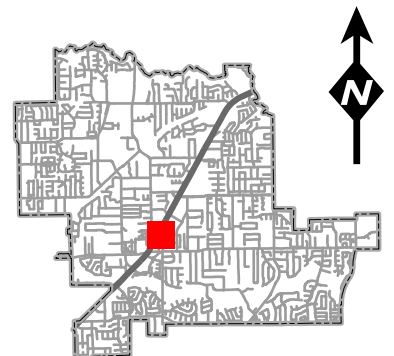


ZC25-022

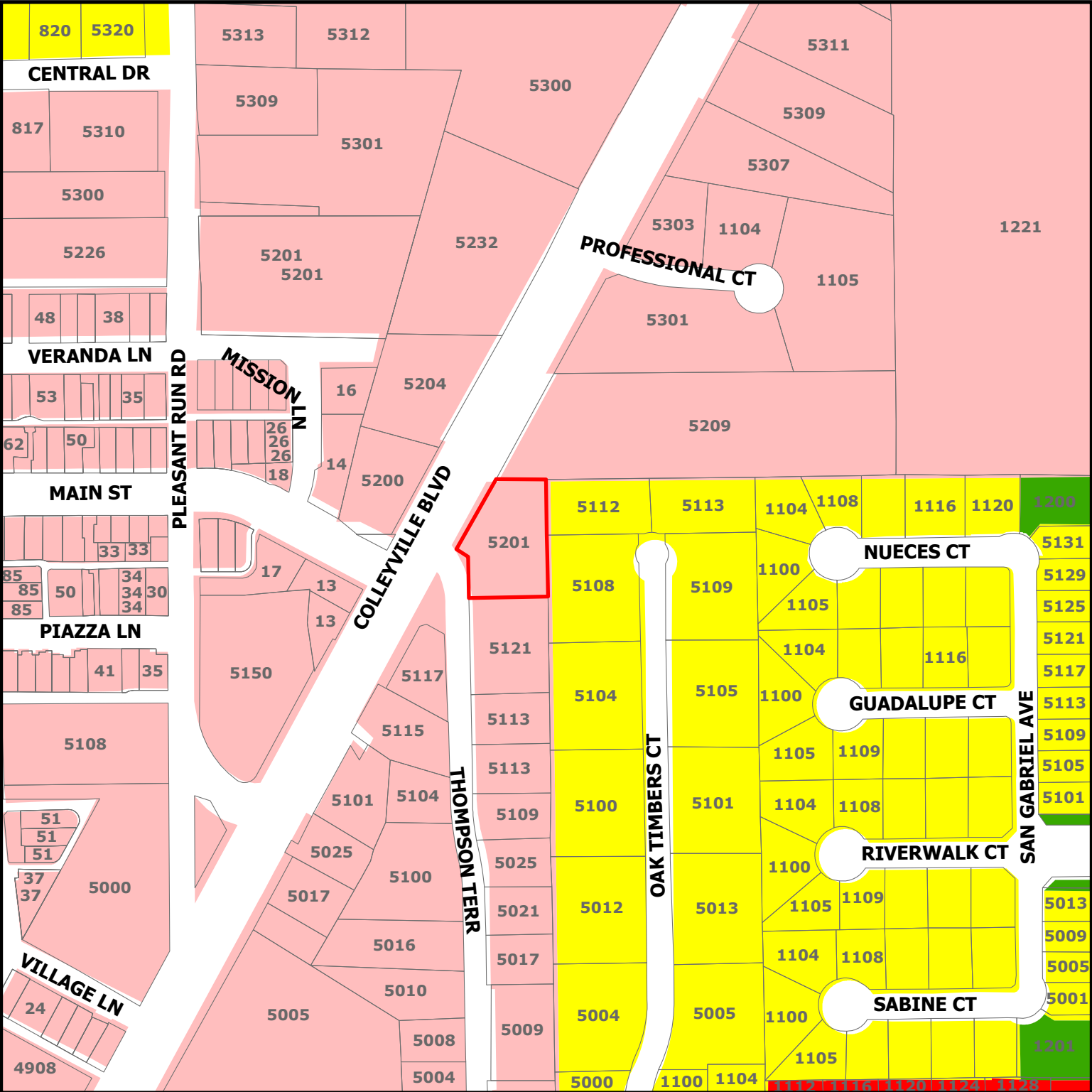
5201 Colleyville Blvd

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 Subject Property



Future Land Use Map

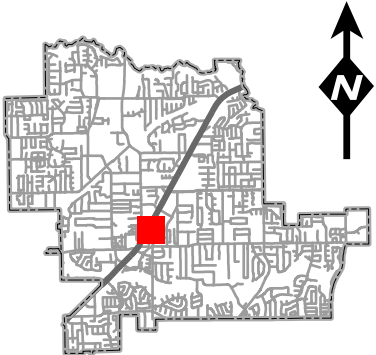


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ZC25-022

5201 Colleyville Blvd

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



ORDINANCE O-22-2216

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 13R, BLOCK 2 OF THE THOMPSON TERRACES ADDITION, LOCATED AT 5201 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; 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 the sale of alcoholic beverages for on-premise consumption for Case No. ZC22-027; 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 all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 13R, Block 2, of the Thompson

Terraces Addition, located at 5201 Colleyville Boulevard, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, as depicted on Exhibit "A", Exhibit "B", and Exhibit "C".

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Land Development Code of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 4. 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 sale of alcoholic beverages for on-premises consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premises consumption alcohol sales by this Special Use Permit shall be called "Stone House Restaurant and Wine Bar".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Monday and Tuesday: 4:00 p.m. – 9:00 p.m.

Wednesday – Saturday: 4:00 p.m. – 10:00 p.m.

Closed on Sundays

Sec. 5. 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. 6. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of September 2022.

The second reading and public hearing being conducted on the 20th day of September 2022.

PASSED AND APPROVED BY A VOTE OF 7 AYES, 0 NAYS, ON THIS THE 20th DAY OF SEPTEMBER 2022.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

Aye
Aye
Aye
Aye

Mayor Pro Tem Kathy Wheat
George Bond, Place 2
Chuck Kelley, Place 5

Aye
Aye
Aye

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Bobby Lindamood
Mayor

APPROVED AS TO FORM:



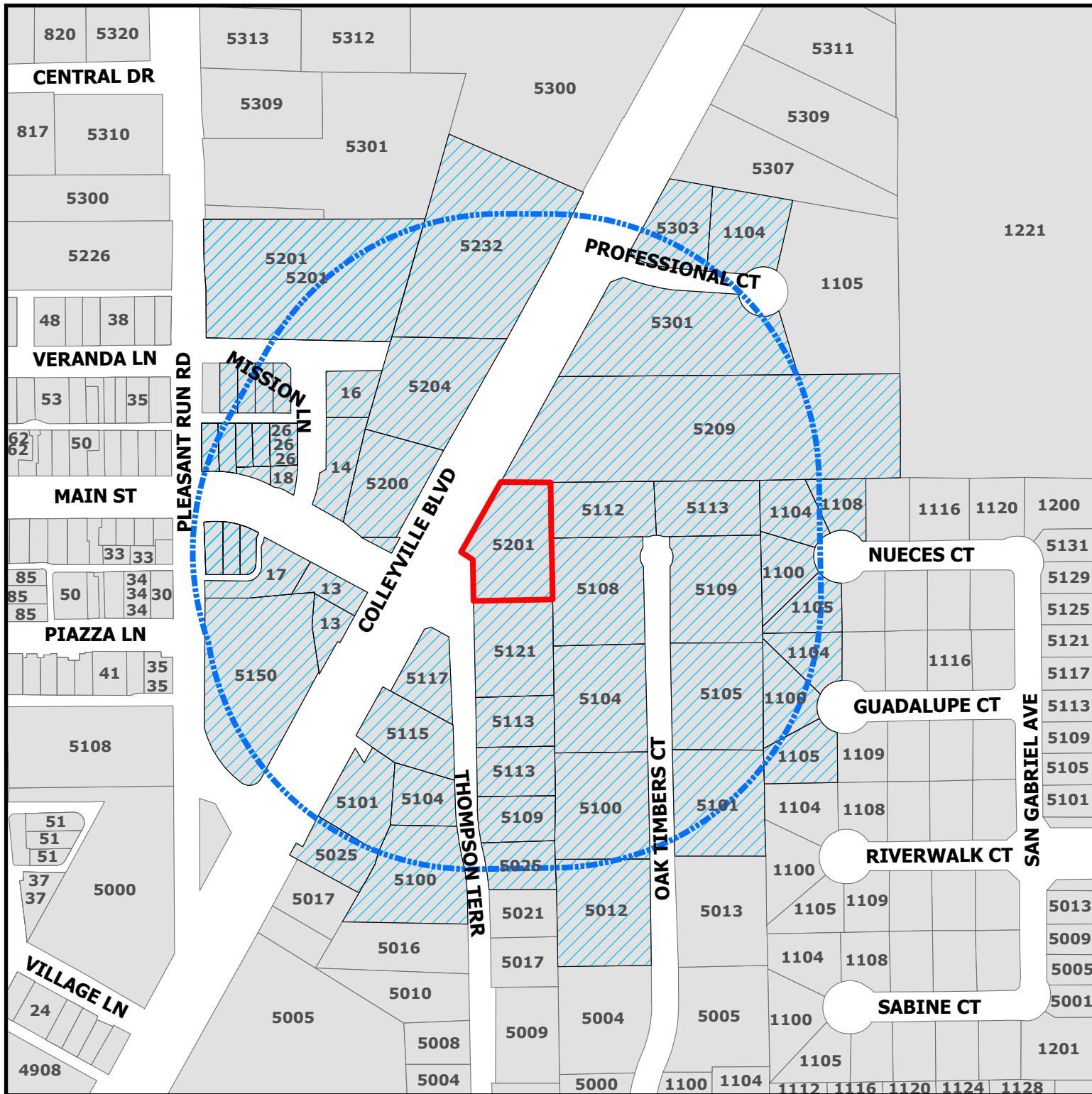
Whitt Wyatt
City Attorney

Exhibit "B" – Aerial Map



[illegible]

Notification Map

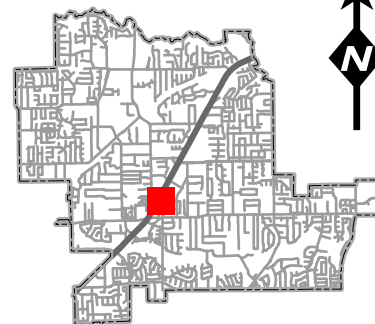


ZC25-022

5201 Colleyville Blvd

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- Subject Property
- Buffer
- Parcels to be notified





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, September 8, 2025 at 7:00p.m.
City Council Meetings: Wednesday, October 8, 2025 & Tuesday, October 21, 2025 at 7:00p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for Alcohol Beverage Sales – On-Premises Consumption on Lot 13R, Block 2, Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, Case ZC25-022. The applicant is requesting a Special Use Permit to continue the sale of alcohol following a change in ownership.

Zoning Case: ZC25-022

Applicant: Lisa Pardo

Owner: Sunder Holdings, LLC.

Location: 5201 Colleyville Boulevard

Property Description: Lot 13R, Block 2, Thompson Terraces Subdivision

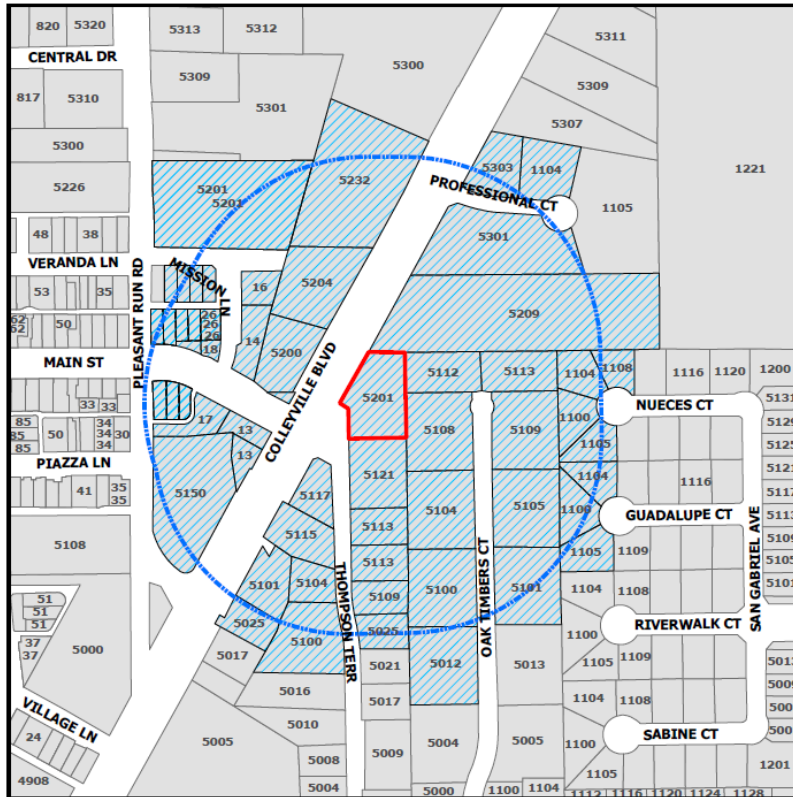
Present Zoning: CC-1 Village Retail

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

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

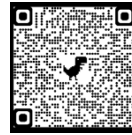
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

NOTICE OF PUBLIC HEARING



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

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



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

Daniel Ponder

Daniel Ponder
Planning Manager

ORDINANCE O-25-2349

AMENDING THE ZONING FOR LOT 13R, BLOCK 2 OF THE THOMPSON TERRACES SUBDIVISION, LOCATED AT 5201 COLLEYVILLE BOULEVARD, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; 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 a request for a Special Use Permit (Case ZC25-022) for the sale of alcoholic beverages for on-premises consumption for the real property described as Lot 13R, Block 2, of the Thompson Terraces Subdivision, located at 5201 Colleyville Boulevard, as further described and depicted on Exhibits "A", "B", and "C" hereto (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned CC-1 Village Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville, has considered and made recommendations on the request, having given the requisite notices, and having held due hearings and affording a full and fair opportunity for all persons interested in the matter to be heard; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council finds that this amendment is in conformance with the Comprehensive Plan for the City of Colleyville and promotes the general health, safety, and welfare of this community.

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

- Sec. 1. THAT the foregoing premises and findings are found to be true and correct and are incorporated as if fully set forth herein.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on the Subject Property, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premise consumption, as depicted.

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the City's Comprehensive Zoning Ordinance and Land Development Code, as amended herein.

Sec. 4. THAT the Special Use Permit is hereby granted subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the sale of alcoholic beverages for on-premise consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premise consumption alcohol sales by this Special Use Permit shall be called "Stone House Restaurant".
- c. Live music shall be limited to acoustic instruments only and shall remain subject to all state and local noise regulations. No amplification or loud speakers shall be used in connection with any live music within the interior or exterior of the premises.
- d. The Special Use Permit shall automatically expire upon the abandonment of the business, a change in the use, or upon the extermination or termination of the Certificate of Occupancy.
- e. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Monday and Tuesday: 4:00 p.m. – 9:00 p.m.

Wednesday – Saturday: 4:00 p.m. – 10:00 p.m.

Closed on Sundays

Sec. 5. 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, as heretofore amended, and upon conviction shall

be punished by a fine set in accordance with Chapter 1, Section 1-6 of the Code of Ordinances for the City of Colleyville.

- 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 if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT 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 8th day of October 2025.

The second reading and public hearing being conducted on the 21st day of October 2025.

APPROVED BY A VOTE OF ____ AYES, AND ____ NAYS, ON THIS THE 21ST DAY OF OCTOBER 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" – Zoning Map

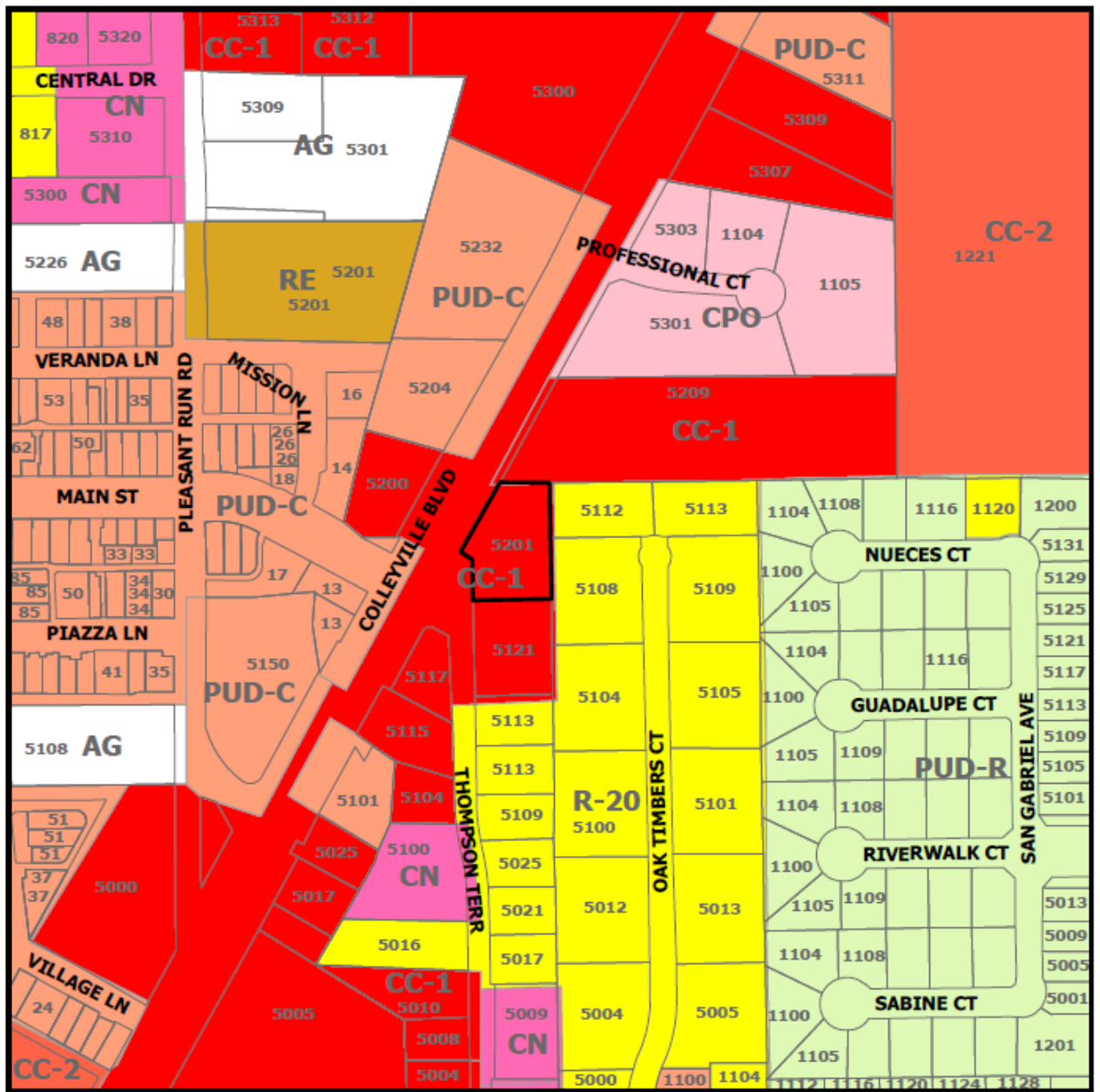
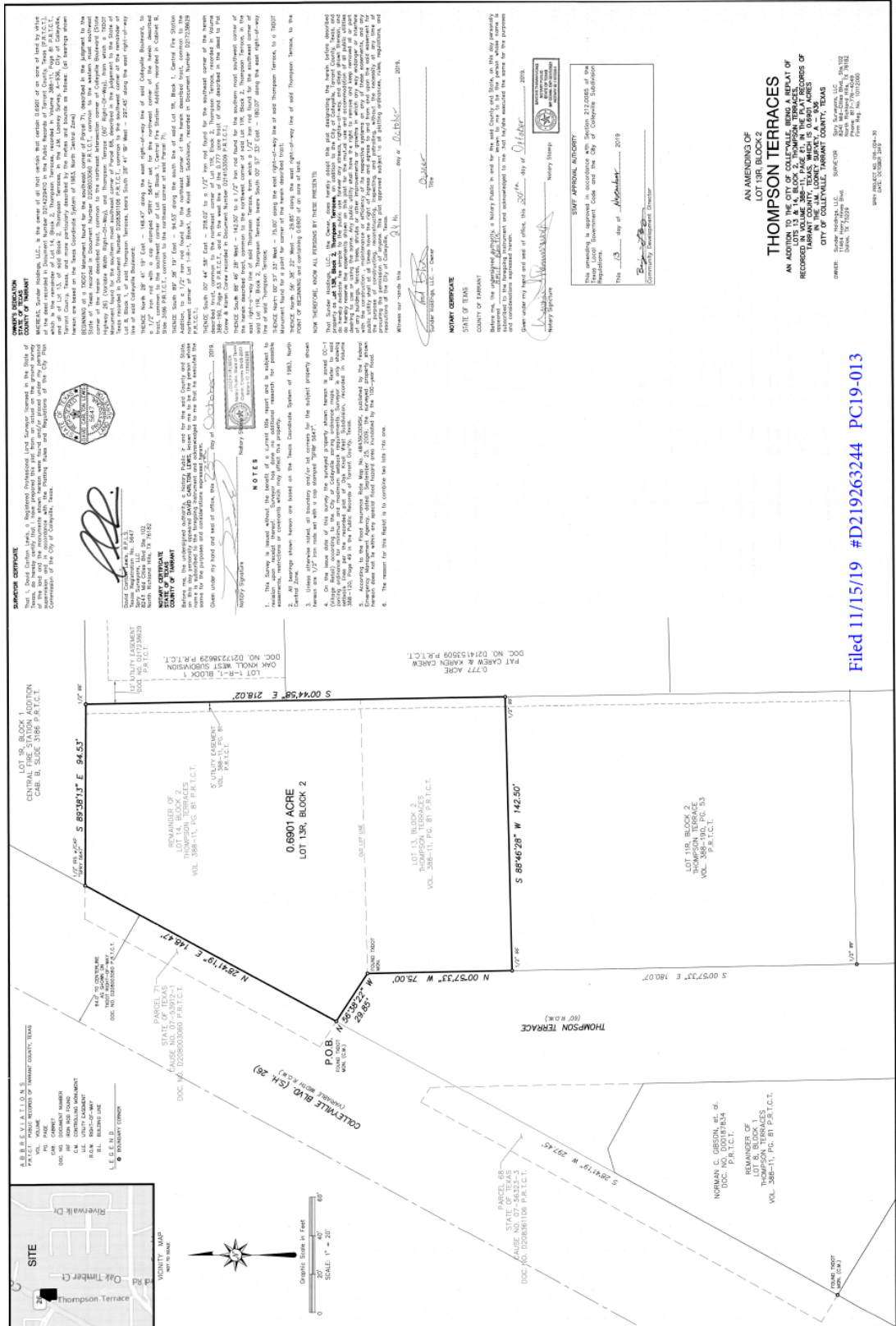


Exhibit "B" – Aerial Map



Filed 11/15/19 #D219263244 PC19-013





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5d
Type Ordinance
Department Community Development

Agenda Date 10/8/2025 **Number** Ordinance O-25-2550

Title

Consideration of a Special Use Permit for an accessory building on Lot 14R, Pecan Park Estates, located at 5912 Ponderosa Street, Case ZC25-023

Explanation

First Reading and Public Hearing

Glen Cruson, the applicant, has submitted a request for a Special Use Permit (SUP) to allow for an accessory building on Lot 14R, Pecan Park Estates, being approximately 0.36 acres and zoned R-15 Single Family Residential. The request is to allow for an accessory structure that does not conform to Land Development Code, Section 3.27(A)(2)(a).

Existing Conditions/Background: The subject property, 5912 Ponderosa Street, resides southwest of the intersection of Ponderosa Street and Hardage Lane and has R-15 Single Family Residential zoning. The property is developed as a single family home. The applicant has requested an SUP to allow for an accessory structure that, together with another accessory building on the lot, exceeds 4% of the lot coverage allowed by the Land Development Code.

Analysis: The lot has a square footage of 15,823, which allows 633 square feet for accessory buildings (4%). The proposed accessory structure would be approximately 336 square feet. Combined with an existing accessory structure on the property, the total coverage would be 803 square feet, exceeding the allowed 633 square feet as per the Land Development Code. Thus, the SUP is required in order to construct the accessory building as proposed.

Plat Status: The property is platted as Lot 14R, Pecan Park Estates.

DRC Review: The DRC reviewed the request during their August 18, 2025, meeting and determined the case would be scheduled for the September 8, 2025, Planning and Zoning Commission meeting.

Drainage: N/A

Surrounding Development: The properties to the north and west are zoned R-20 Single Family Residential and are improved with single family homes. The properties to

the east and south are zoned CC-1 Village Retail and are improved with commercial uses. The properties to the northeast are zoned R-15 Single Family Residential and are improved with single family homes.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for residential 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 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

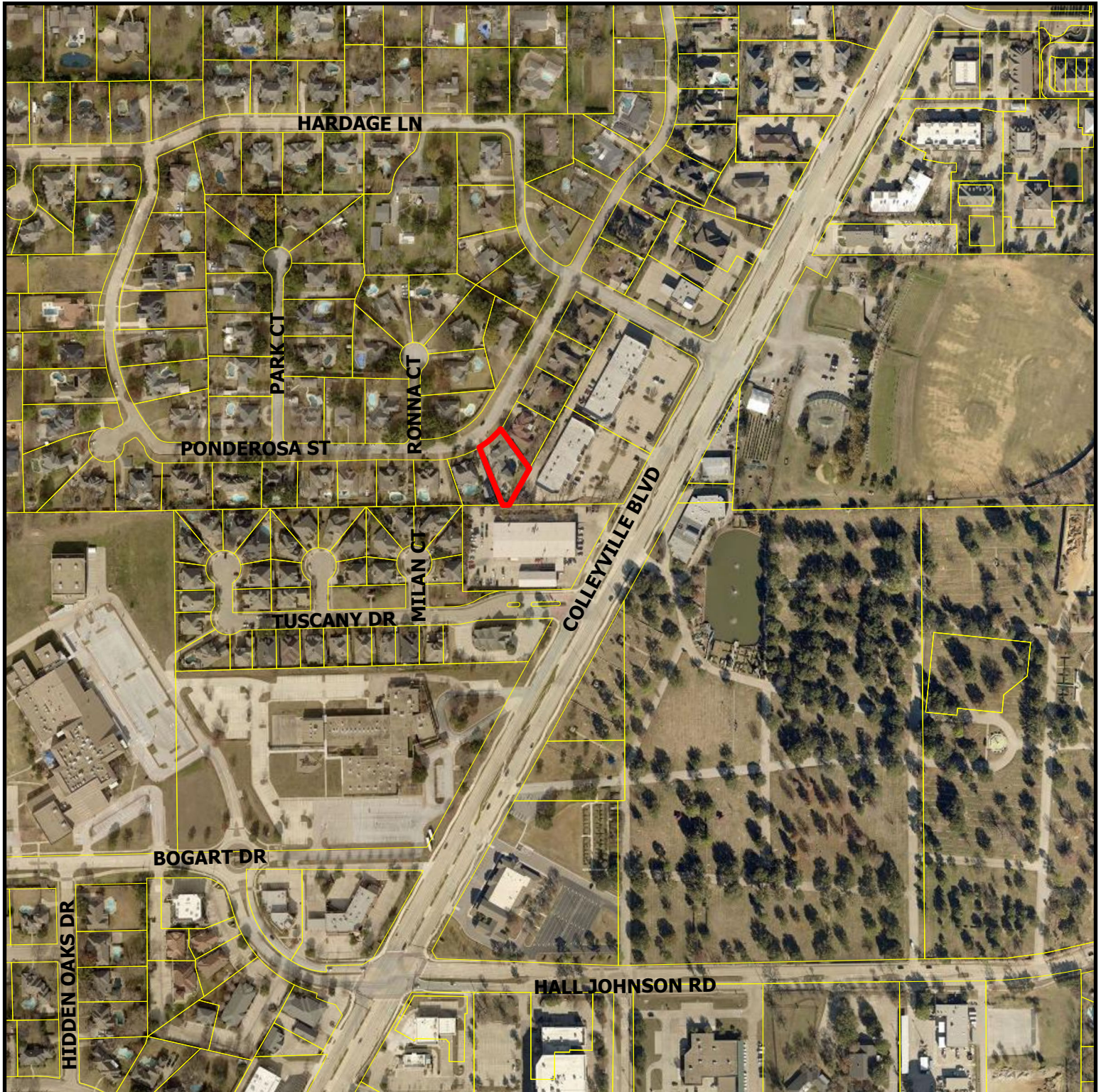
Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their September 8, 2025 meeting by a vote of 6-0.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Elevations
7. Impervious Coverage
8. Framing Plan
9. Electrical Plan
10. Foundation Plan
11. Notification Map
12. Notification Letter
13. Ordinance O-25-2350

Aerial Map

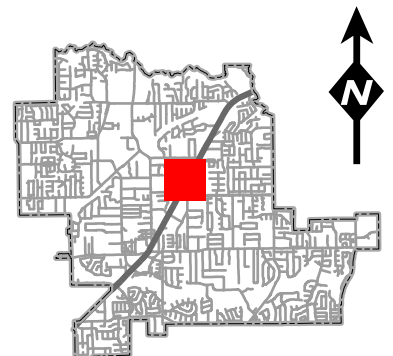


ZC25-023

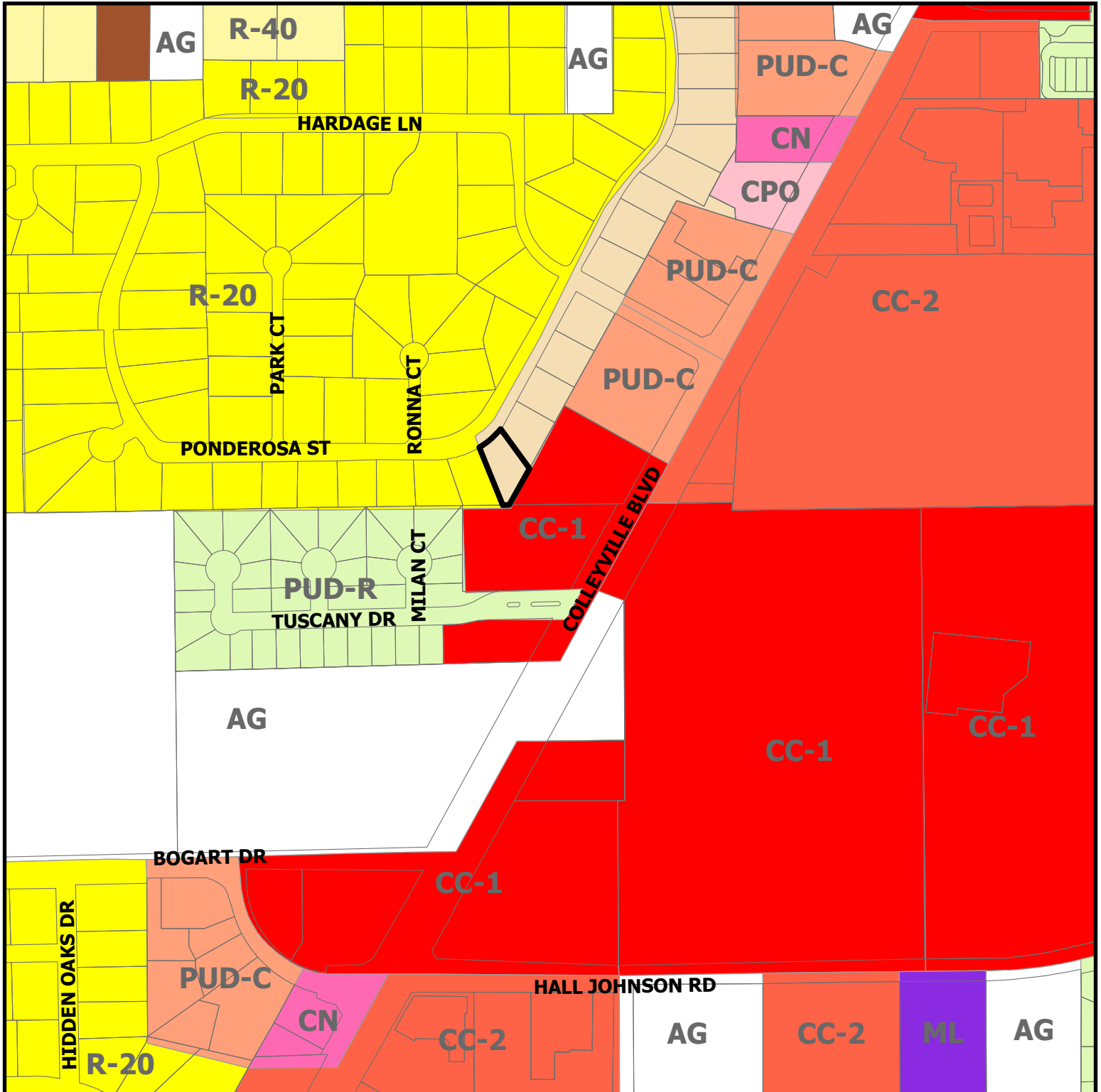
5912 Ponderosa St

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 Subject Property



Zoning Map

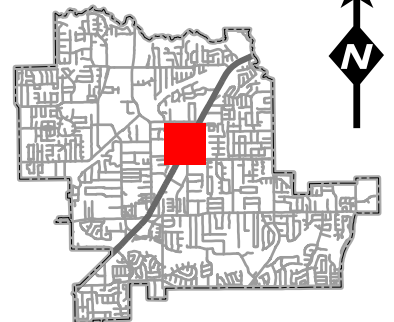


ZC25-023

5912 Ponderosa St

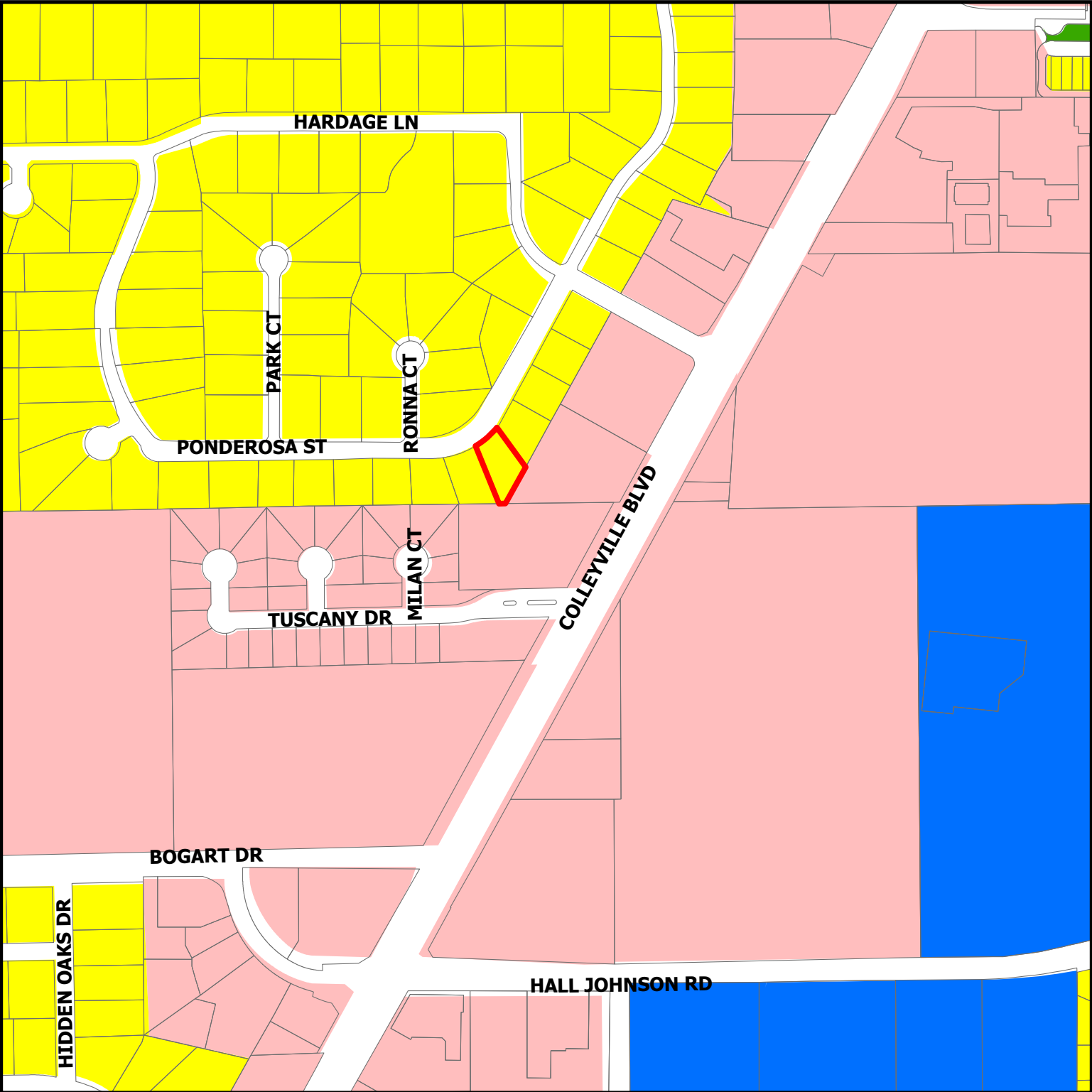


Subject Property



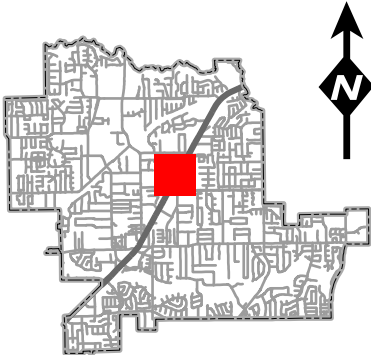
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Future Land Use Map



ZC25-023
5912 Ponderosa St

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



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Eric and Misty Riddle
5912 Ponderosa Street
Colleyville, TX 76034

August 5, 2025

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

Re: Statement of Planning Objectives - Zoning Exception Request – 5912 Ponderosa Street

Dear Mr. Bryner,

We are writing to respectfully request approval of a zoning exception to allow for the construction of a 14' x 24' accessory structure in the backyard of our residence at 5912 Ponderosa Street. We understand this request places us 170 square feet above the allowable limit for total accessory building square footage on our lot.

We have lived in Colleyville for nearly 20 years and proudly consider it our lifelong home. While many friends have chosen to retire elsewhere, we remain committed to this city and are investing in our property to make it our lifetime home. Supporting Colleyville's businesses and maintaining a home that reflects the character of the community are both important to us.

The purpose of this shed is to complete a long-envisioned renovation of our backyard and enhance its enjoyment. The structure will be used exclusively as a personal golf simulator and small viewing area for watching televised sports — it will not serve as an office, guest house, or living space. Its design will match our home in both paint and trim, and we intend to landscape the surrounding area to further beautify and integrate it into the yard.

The shed will also serve an important functional purpose by restoring a visual and auditory buffer between our home and a nearby automotive body repair shop. This natural buffer was previously provided by mature trees that did not survive recent drainage improvements on our street. The shed will help restore some of the tranquility and privacy that made our backyard a retreat.

We are aware that several neighboring properties have similar accessory structures, and we believe our proposed shed will be consistent with the residential character of the area. Our project meets all setback and placement requirements; the only trigger for this request is the square footage threshold.

The shed material will be LP Smart Siding in white which will match our home color. The roof material will be a gray shingle which will also match our home. The roof pitch will also match the existing house.

To summarize the request, our lot size is 15,823 SF. 4% of this amount is 633 SF. The existing accessory structure is 467 SF which is 3.1% of the total. The new shed would add an additional 336 SF for a total of 803 SF or 5.1% of the total or 1.1% over the limit. We are respectfully requesting approval of a zoning exception to allow for this building.

We appreciate your consideration of this exception as we work to finalize our vision for our home and backyard. Should you or the Planning and Zoning Commission require additional information, we would be happy to provide it or attend a meeting in support of this request.

Kindest Regards,

Eric and Misty Riddle

Reference No: 784Y04 G.F. No: 03-4010283 MO/NIE
Title Co: ALAMO TITLE COMPANY
Purchaser: HANNA

PROPERTY DESCRIPTION

Lot 14R, PECAN PARK ESTATES, an Subdivision in the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 368-114, Page 731, Plat Records, Tarrant County, Texas.

This survey is hereby
accepted and approved

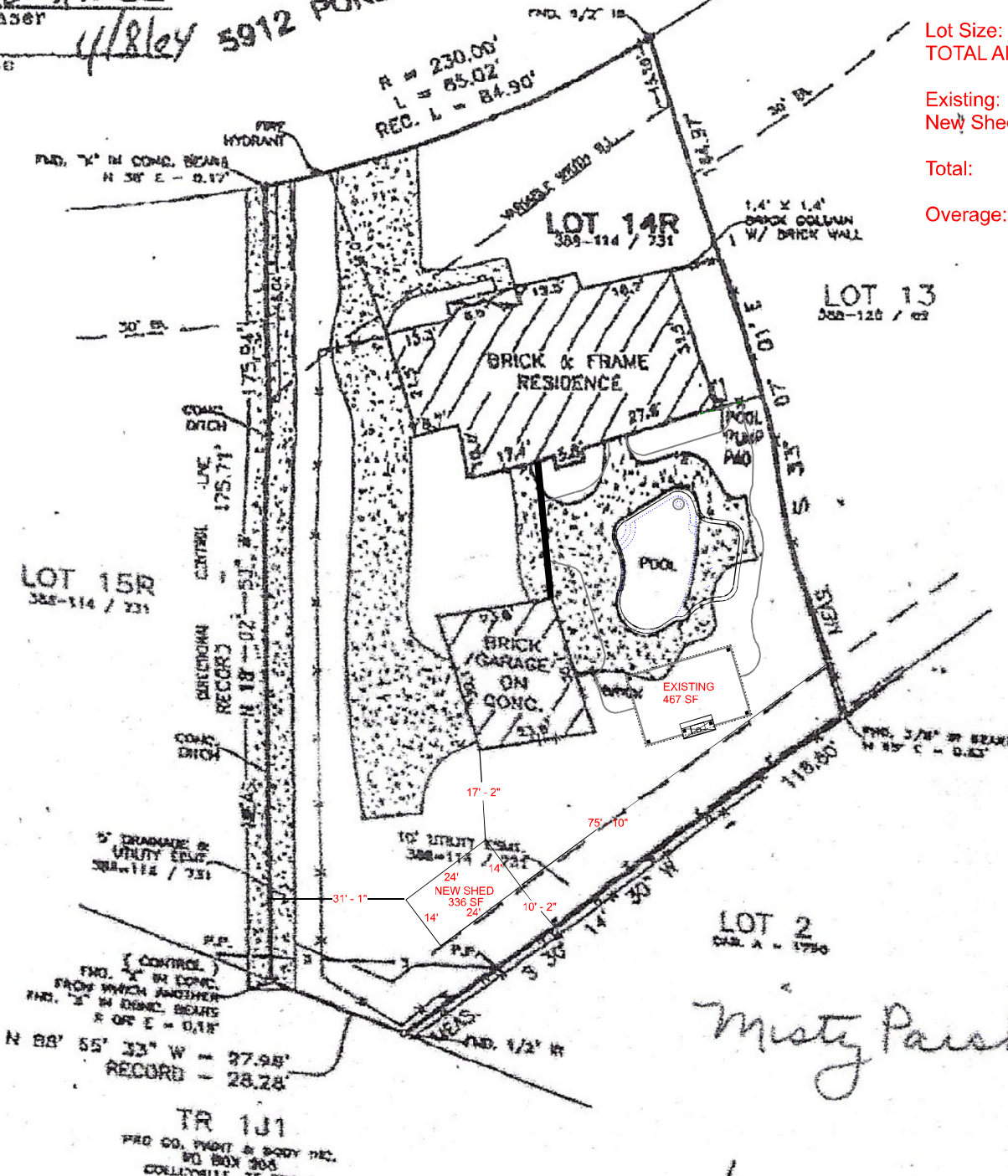
David J. Rose
Surveyor

Robert M. Hanna
Purchaser

date

4/8/04

5912 PONDEROSA STREET



Lot Size: 15,823 SF - 100%
TOTAL Allowable: 633 SF - 4%

Existing: 467 SF - 3%
New Shed: 336 SF - 2.1%

Total: 803 SF - 5.1%
Overage: 170 SF - 1.1%

Misty Parrish 2/29/01

According to Field Map 4847801, which is not to scale, this property is located in Zone 1, which is not to scale. The above flood statement is based on the map provided, which may not show the property to be in the 100 year special flood hazard area. All flood zones are subject to some degree of flood risk. For more information contact the local floodplain administrator or FEMA.

SURVEYOR'S CERTIFICATION
I, DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN THE ORDINARY COURSE OF MY BUSINESS AND CORRECTLY SHOWS THE BOUNDARY LINE, AND DIMENSIONS OF THE LAND INDICATED THEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE REFERENCED PLAT OF RECORD AND THOSE OF WHICH THE SURVEYOR HAS BEEN GIVEN WRITTEN NOTICE FROM TITLE COMPANY ARE SHOWN ON THIS PLAT. SURVEYOR DID NOT ABSTRACT THIS PROPERTY AND RELIES SOLELY ON THE TITLE WORK PROVIDED TO HIM FOR NOTICE OF ANY EASEMENTS WHICH MAY AFFECT THIS PROPERTY.

PR & LINE SURVEYING, LTD.

P.O. Box 924 Phone: (817) 278-1148

SCALE: 1" = 30'

	OVERHEAD UTILITIES
	FENCE
	BRICK
	WOOD DECK
	CONCRETE



Not to Scale

REVISIONS: 08/24/25	PROJECT: RIDDLE RESIDENCE 5912 Ponderosa Colleyville, TX	SHEET DESCRIPTION: GENERAL SURVEY LAYOUT	TopLawn & Landscape, Inc. 5916 Pleasant Run Road Colleyville, Texas 76034 817-239-6471
DATE: 06/25/25			
JOB NUMBER: 1			
DRAWN BY: Glen Cruson			
CHECKED BY: Glen Cruson			
SCALE: NTS			
SHEET: 1 of 1			



Leland's Sheds
Grandview, TX, 76050
817-768-5199
sheds@lelandsbarns.com



MATERIALS SUMMARY

Base: Pressure Treated Runners - 4x6

Floor Joist: Pressure Treated - 2x6, 12" OC

Flooring: 3/4" LP Smart Floor

Interior Walls: 2x4 Studs, 16" OC

Exterior: LP Smart Panel Siding

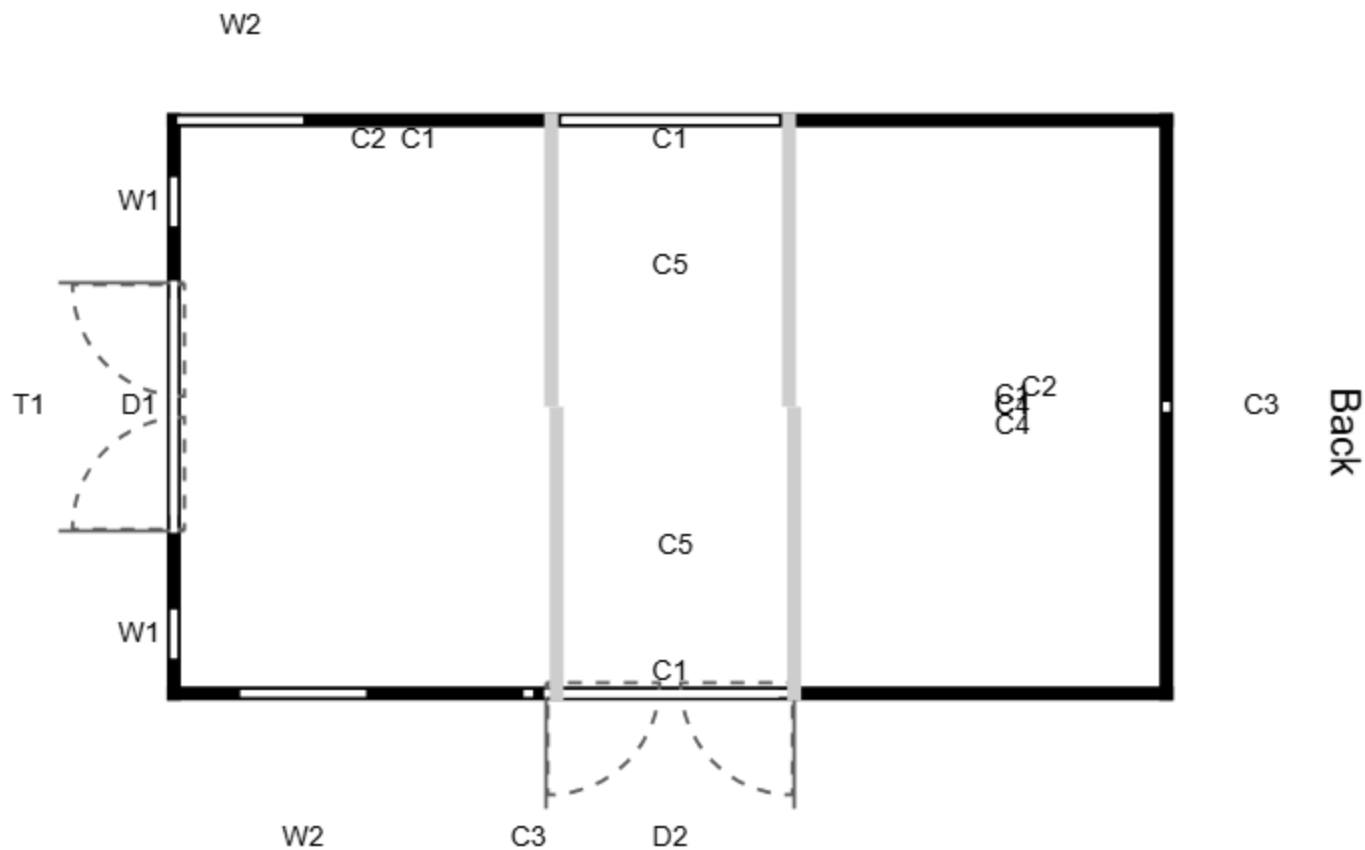
Roof: Shingle - color Estate Grey

Exterior Color: White

Exterior Doors and Trim: Cape Cod Grey

Left

Front



Right

SYMBOL LEGEND

	French Doors - 15 Light (Out-swing)		10 Lite Dormer Transom Window
	14"x21" Playhouse Window		3'x4' Insulated Window
	Outlet		Switch
	Exterior GFI Outlet		200A Panel with 12-2 Wiring
	6x6 Wood Double Doors (Out-swing)		6' Dormer with 10 Lite
	Closed Wall		

Dealer Information

Name: Leland's Sheds
Email: sheds@lelandsbarns.com

Delivery Information

Delivery Location: Texas

Structure Details

Style: Chalet
Sidewall Height: 7'9" Walls
Size: 14x24
6' Dormer with 10 Lite
6' Dormer with 10 Lite
Base: 4 Pressure Treated 4x6 Runners
Siding: LP Smart Panel Siding
Roof Pitch: 7/12 Pitch
Roof Overhang: 12" Gable Overhang

Siding Color: White
Trim Color: Cape Cod Grey
Roof Color: Estate Gray
Roof Material: Shingles

Doors & Ramps

French Doors - 15 Lite (Out-swing)
Color: Cape Cod Grey
6x6 Wood Double Doors (Out-swing)
Color: Cape Cod Grey

Windows & Accessories

10 Lite Dormer Transom Window
Color: White
14"x21" Playhouse Window
Color: White
Shutters: Shutters
Shutters Color: Cape Cod Grey
14"x21" Playhouse Window
Color: White
Shutters: Shutters
Shutters Color: Cape Cod Grey
3'x4' Insulated Window
Color: White
Shutters: Solid Shutters
Shutters Color: Cape Cod Grey
3'x4' Insulated Window

Color: White
Shutters: Solid Shutters
Shutters Color: Cape Cod Grey

Flooring & Interior

Flooring: 3/4 LP Smart Floor
Floor Joist: 2x6 Pressure Treated 12” O.C.
Loft: No Loft
Electrical Package Heavy Duty
200A Panel with 12-2 Wiring
Switch
Exterior GFI Outlet
Outlet
Interior Wall: 2x4 Wall Studs on 16" Centers
Interior Roof: Radiant Barrier Roof Decking 7/16 OSB

Additional Options

Built On Site
14' or 16' Full Width
14' or 16' Full Width
Strapping for Anchor Prep (Qty. 8)

5912 PONDEROSA STREET

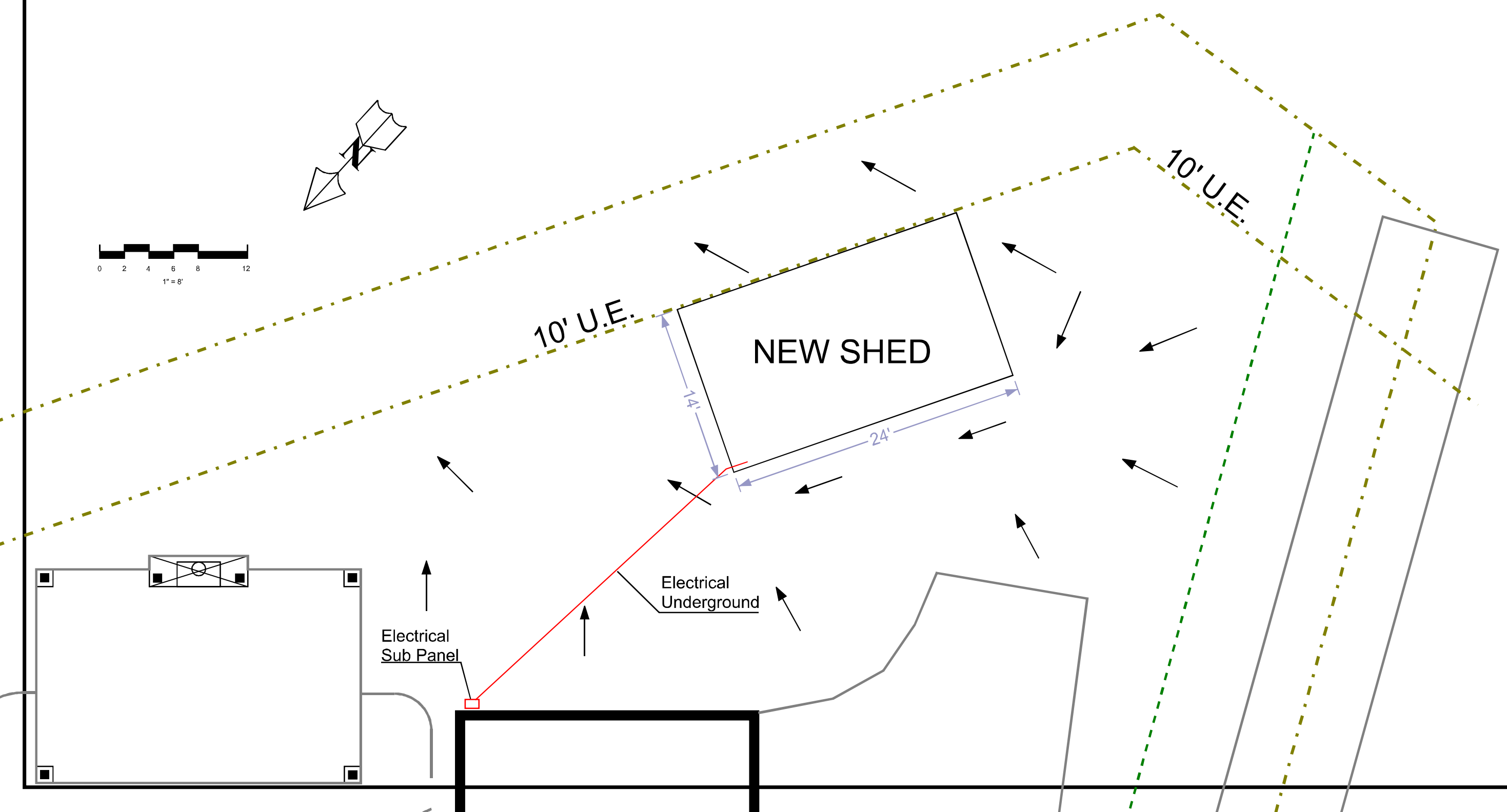
City of Colleyville Impervious Coverage Worksheet

Building Square Foot		Paved + Pool/Spa Square Foot				
Existing	Dwelling + Garage	3,382	Driveway	2,530		
	Covered Porch		Sidewalk	102		
	Covered Patio		Uncovered Patio			
	Accessory Structures	CABANA UNDER CONSTRUCTION 467	Uncovered Deck			
	Other roofed areas		Pool/Spa (Surface area)	708		
New			Pool/Spa Deck (surface area)	1,447		
	Dwelling + Garage		Sport Court			
	Covered Porch		Driveway			
	Covered Patio		Sidewalk			
	SHED Accessory Structures	14'x24' 336	Uncovered Patio			
	Other roofed areas		Uncovered Deck			
			Pool/Spa (Surface area)			
			Pool/Spa Deck (surface area)			
			Sport Court			
Total (Under Roof)		4,185	Total Uncovered	4,787	Total Impervious (Under roof + Uncovered)	8,972
Total Under Roof/Lot Size		26.44 %			Total Impervious/Lot Size	56.70 %
Lot Size (sq. feet)		15,823			SF	

The prefabricated shed will set on 4" of compacted base material.
The base material will be top coated with decomposed granite.

The prefabricated shed is prewired from the manufacturer.

EXISTING AND FUTURE DRAINAGE



TopLawn & Landscape, Inc.
5916 Pleasant Run Road
Colleyville, Texas 76034
817-239-6471

SHEET DESCRIPTION:
PREFABRICATED SHED
ELECTRICAL - FOUNDATION
DRAINAGE

PROJECT:
RIDDLE RESIDENCE
5912 Ponderosa
Colleyville, TX

REVISIONS:
none

DATE:
06/25/25
JOB NUMBER:
1
DRAWN BY:
Glen Cruson
CHECKED BY:
Glen Cruson

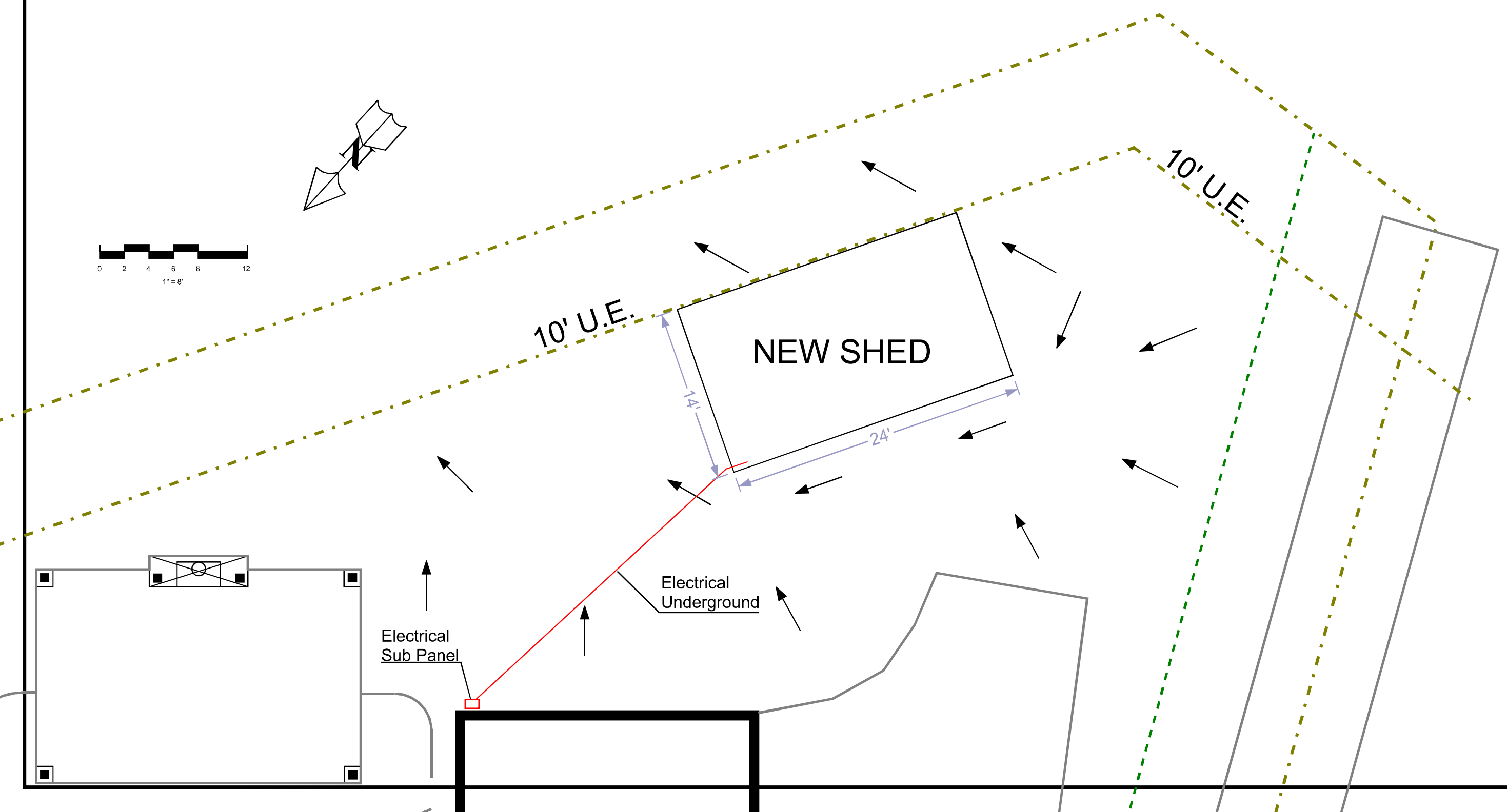
SCALE:
1" = 8'

SHEET:
1 of 1

The prefabricated shed will set on 4" of compacted base material.
The base material will be top coated with decomposed granite.

The prefabricated shed is prewired from the manufacturer.

EXISTING AND FUTURE DRAINAGE



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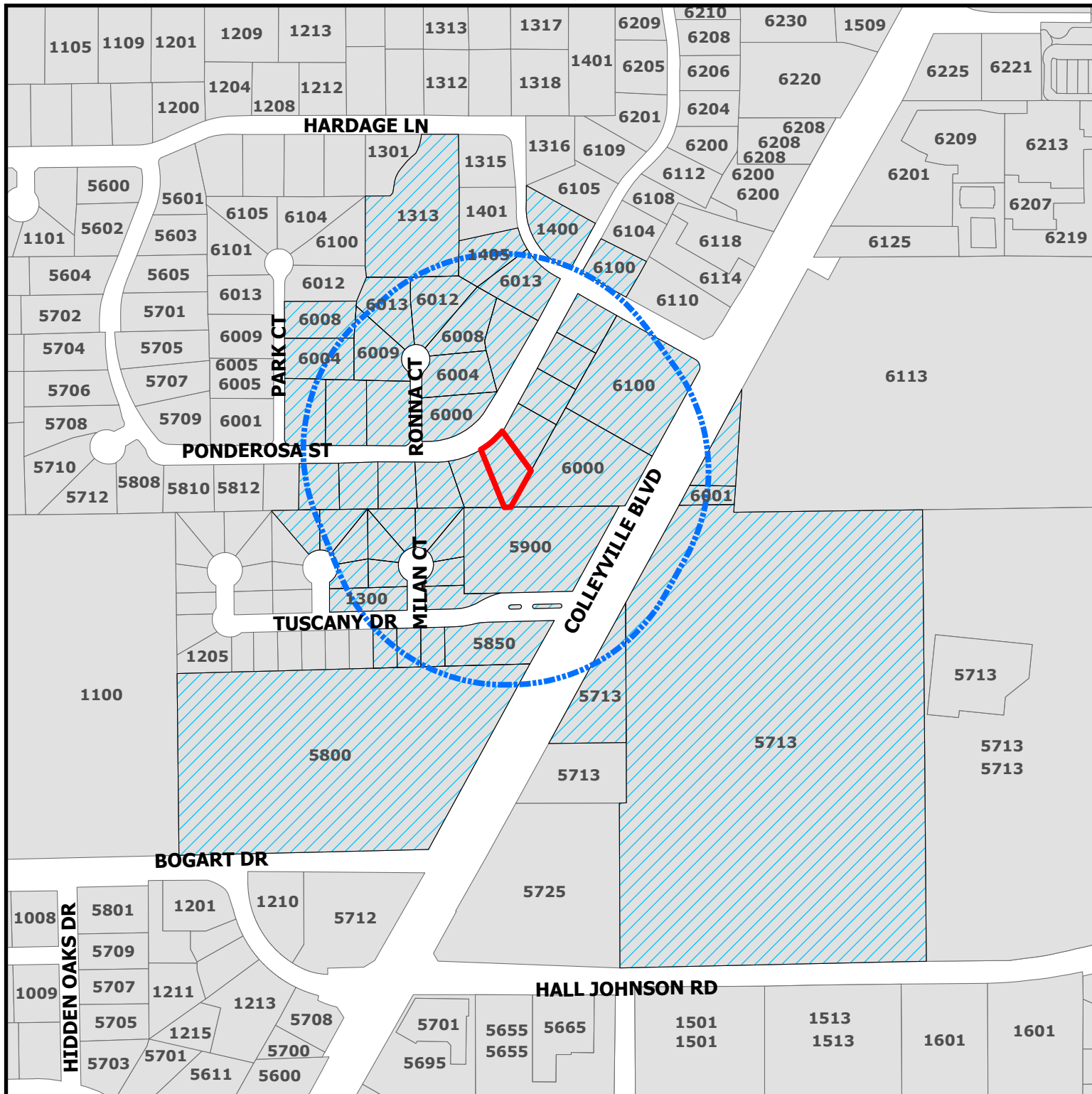
REVISIONS:
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DATE:
06/25/25
JOB NUMBER:
1
DRAWN BY:
Glen Cruson
CHECKED BY:
Glen Cruson

SCALE:
1" = 8'

SHEET:
1 of 1

Notification Map

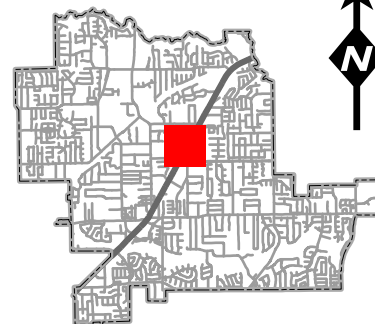


ZC25-023

5912 Ponderosa St

DISCLAIMER:
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- Subject Property
- Buffer
- Parcels to be notified





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, September 8, 2025 at 7:00p.m.
City Council Meetings: Wednesday, October 8, 2025 & Tuesday, October 21, 2025 at 7:00p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for an Accessory Building on Lot 14R, Pecan Park Estates, located at 5912 Ponderosa Street, Case ZC25-023. The applicant is requesting the Special Use Permit to allow for an accessory building exceeding the size permitted by the Land Development Code.

Zoning Case: ZC25-023

Applicant: Glen Cruson

Owner: Riddle Family Revocable Living Trust

Location: 5912 Ponderosa Street

Property Description: Lot 14R, Pecan Park Estates

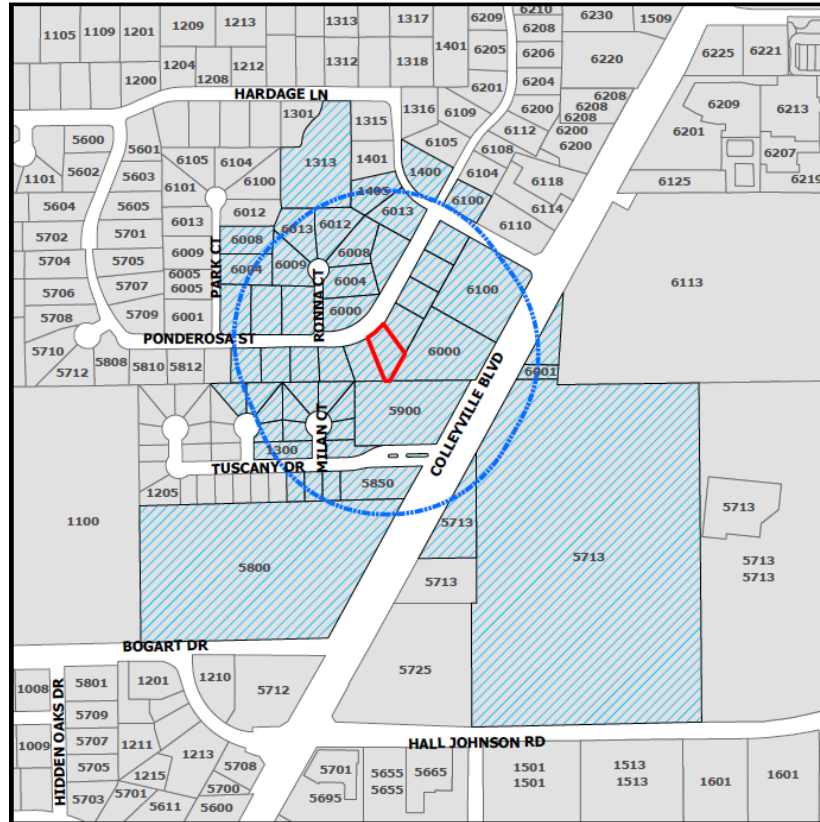
Present Zoning: R-15 Single Family Residential

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:

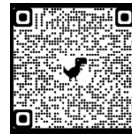
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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.

Daniel Ponder

Daniel Ponder
Planning Manager

ORDINANCE O-25-2350

AMENDING THE ZONING FOR LOT 14R OF THE PECAN PARK ESTATES, LOCATED AT 5912 PONDEROSA STREET, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR AN ACCESSORY BUILDING TO EXCEED THE MAXIMUM LOT COVERAGE; 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 a request for a Special Use Permit (Case ZC25-023) for an accessory building exceeding the maximum lot coverage, for the real property described as Lot 14R of the Pecan Park Estates, located at 5912 Ponderosa Street, as further described and depicted on Exhibits "A", "B", "C" and "D" hereto (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned R-15 Single Family Residential; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville, has considered and made recommendations on the request, having given the requisite notices, and having held due hearings and affording a full and fair opportunity for all persons interested in the matter to be heard; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council finds that this amendment is in conformance with the Comprehensive Plan for the City of Colleyville and promotes the general health, safety, and welfare of this community.

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

- Sec. 1. THAT the foregoing premises and findings are found to be true and correct and are incorporated as if fully set forth herein.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 14R of the Pecan Park Estates, located at 5912 Ponderosa Street, by authorizing a Special Use to allow for an accessory building exceeding the maximum lot coverage, as depicted.

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the City's Comprehensive Zoning Ordinance and Land Development Code, as amended herein.

Sec. 4. THAT the Special Use Permit is hereby granted subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to a new 336 square foot detached outdoor structure that will exceed the total maximum lot coverage for accessory structures.
- b. The accessory building shall be generally consistent with the site plan as depicted on the attached Exhibit "B".
- c. The accessory building shall be generally consistent with the building elevations and floor plan as depicted on the attached Exhibit "C" and Exhibit "D".
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. 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, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-6 of the Code of Ordinances for the City of Colleyville.

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

Sec. 8. THAT 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 8th day of October 2025.

The second reading and public hearing being conducted on the 21st day of October 2025.

APPROVED BY A VOTE OF ____ AYES, AND ____ NAYS, ON THIS THE 21ST DAY OF OCTOBER 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" – Zoning Map

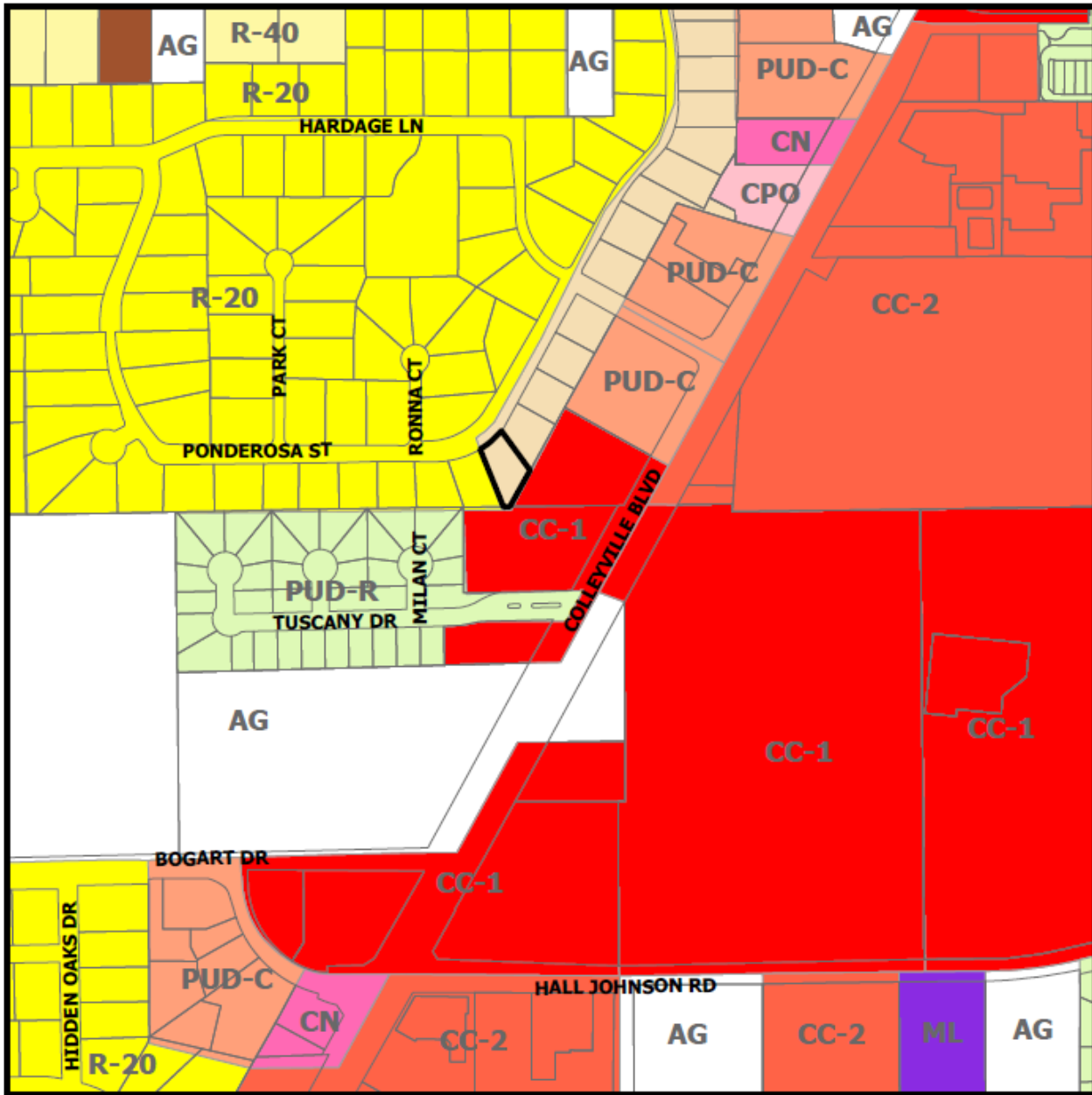


Exhibit "B" – Site Plan

This survey is hereby
accepted and approved

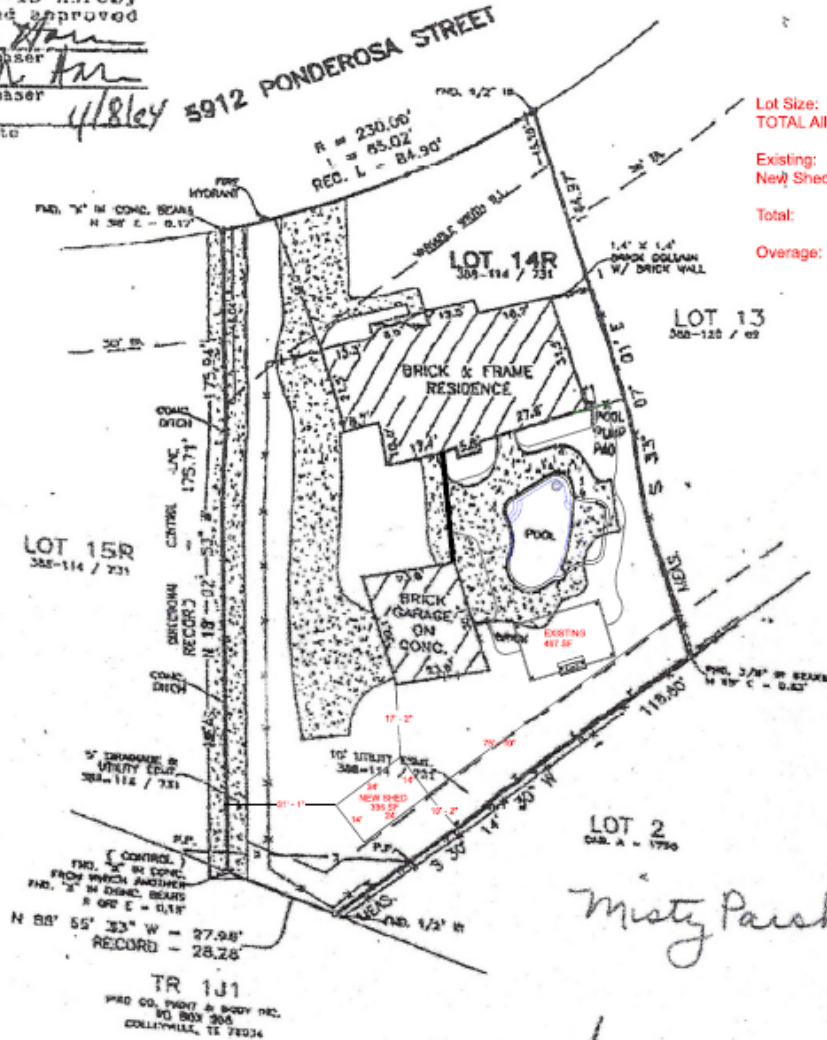
Robert L. Harn
purchaser
L. M. Harn
purchaser

C₂H₅Li

4/8/63

5912 PONDEROSA STREET
MAY 9/52

Lot Size:	15,823 SF - 100%
TOTAL Allowable:	633 SF - 4%
Existing:	467 SF - 3%
New Shed:	336 SF - 2.1%
Total:	803 SF - 5.1%
Overage:	170 SF - 1.1%



Misty Parrish 7/29/01

Exhibit "C" – Elevations

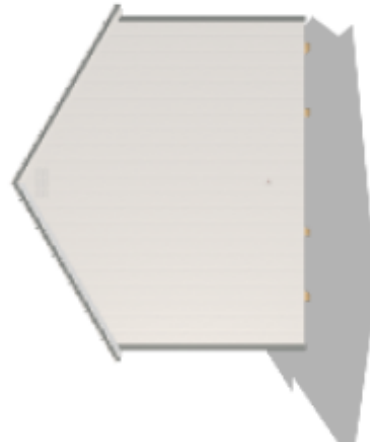
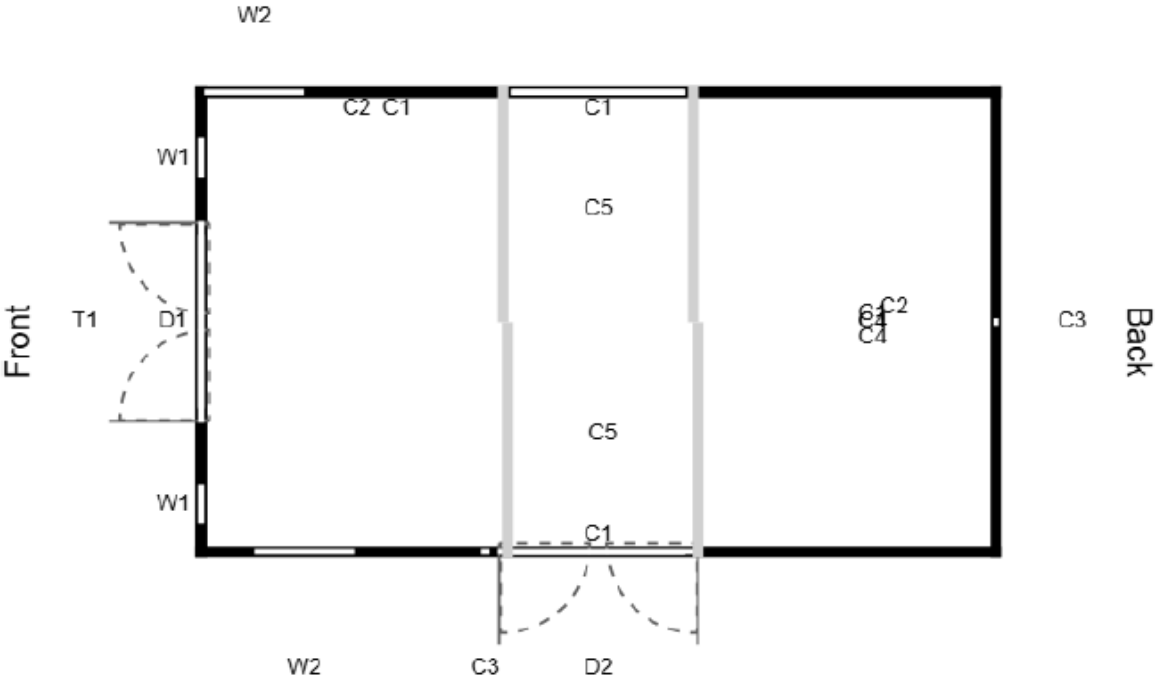


Exhibit “D” –Floor Plan

Left



Right

SYMBOL LEGEND			
	French Doors - 15 Lite (Out-swing)		10 Lite Dormer Transom Window
	14'x21' Playhouse Window		3'x4' Insulated Window
	Outlet		Switch
	Exterior GFI Outlet		200A Panel with 12-2 Wiring
	6x6 Wood Double Doors (Out-swing)		6' Dormer with 10 Lite
	Closed Wall		

CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Analysis: The subject property is requesting to have a variance to the maximum height allowed. A variance to the maximum height is required to allow the applicant to apply for and receive the necessary building permit to build a new administrative office building on the property for the CrossCreek Church campus.

Plat Status: The property is currently platted as Lot 2, Block 1, of the First Baptist Church of Colleyville.

DRC Review: The Development Review Committee (DRC) reviewed the request at their September 22, 2025 meeting and determined the application was complete and may be scheduled for the next available City Council meeting.

Drainage: N/A

Surrounding Development: The properties to the north are zoned AG Agricultural and are improved with church uses. The properties to the south are zoned CC-1 Village Retail and part of the overall development for CrossCreek Church. The properties to the east are zoned CC-2 Shopping Center and are improved with multiple businesses. The properties to the west are zoned R-10 and improved with single-family homes.

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

Staff Recommendation: Staff is neutral on the request.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan
5. Existing Campus and New Office Building Materials
6. Notification Map
7. Notification Letter
8. Resolution R-25-5079

Aerial Map

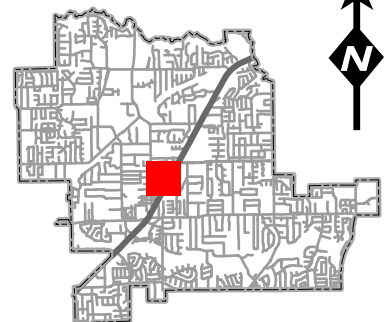


VC25-003

1007 Church Street

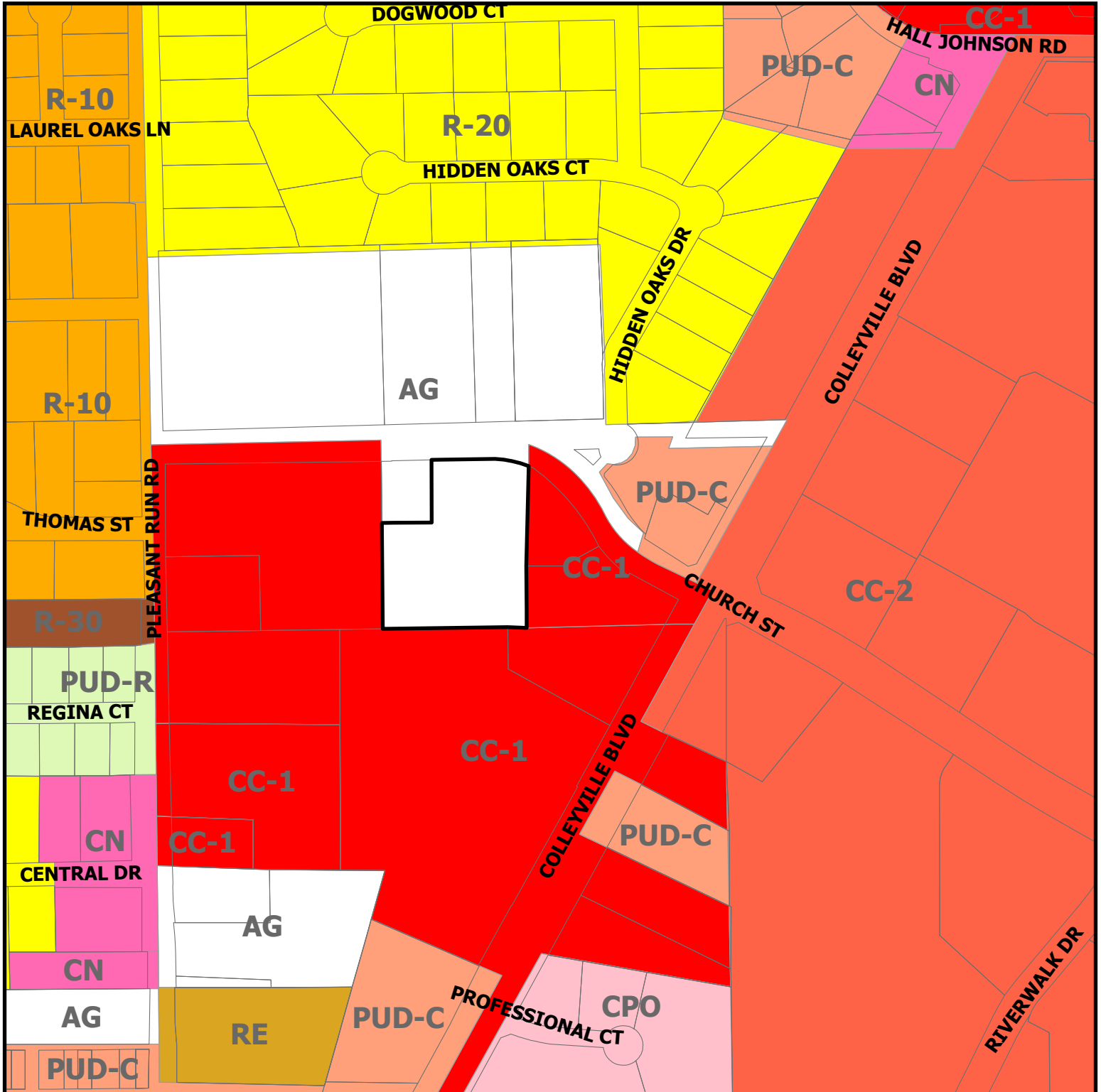


Subject Property



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Zoning Map

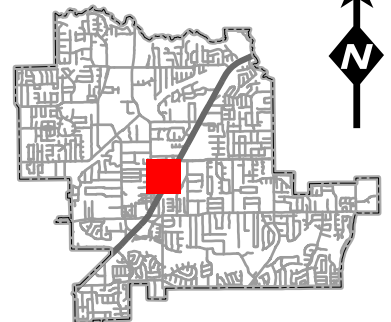


VC25-003

1007 Church Street

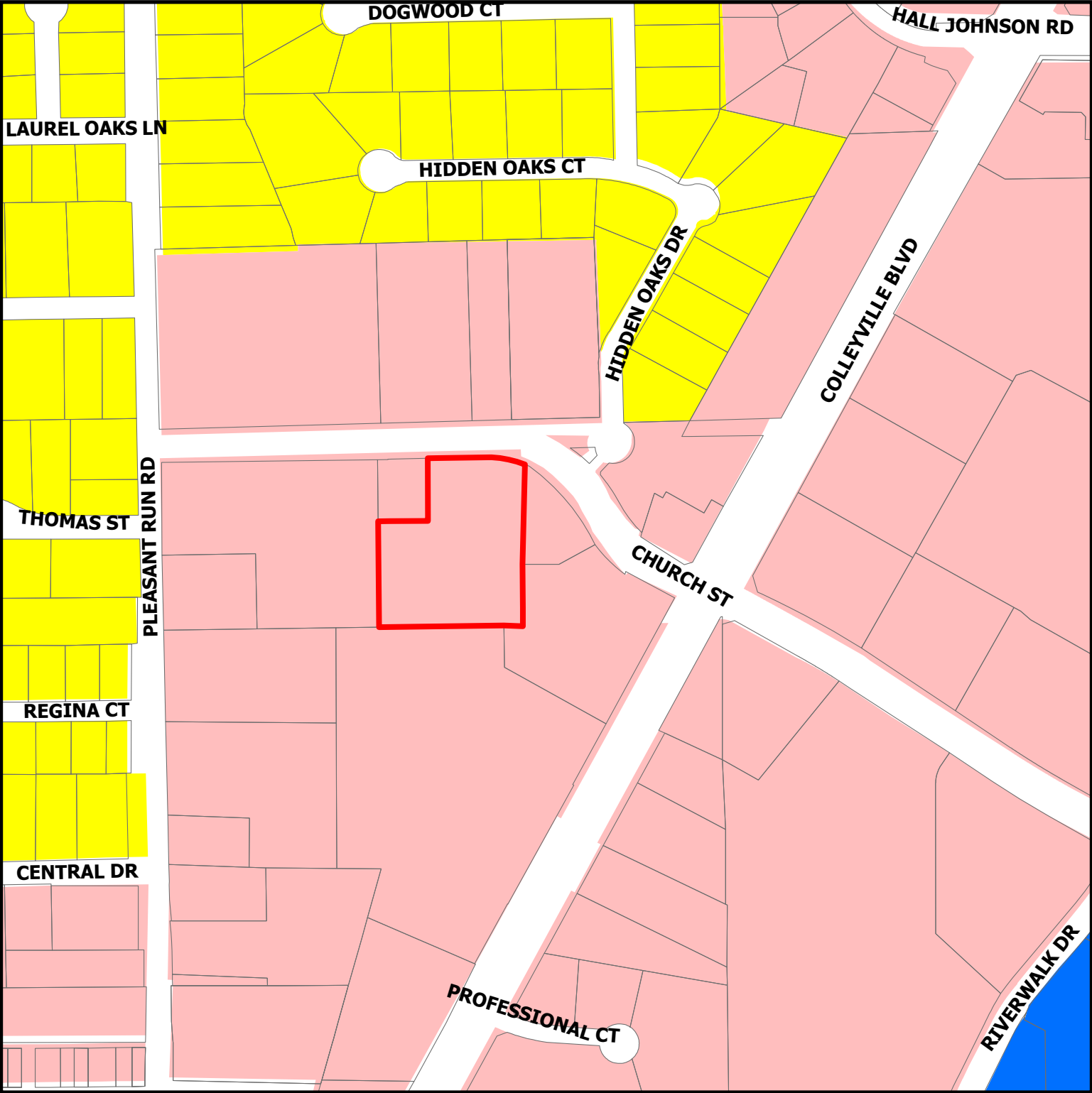


Subject Property



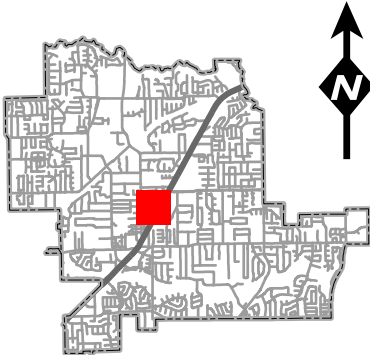
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Future Land Use Map



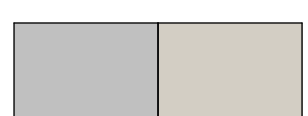
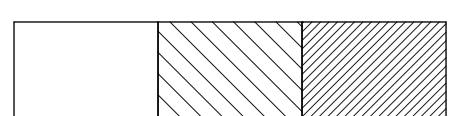
VC25-003
1007 Church Street

-  Residential
-  Institutional
-  Colleyville Blvd Corridor
-  Subject Property



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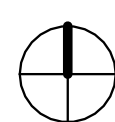
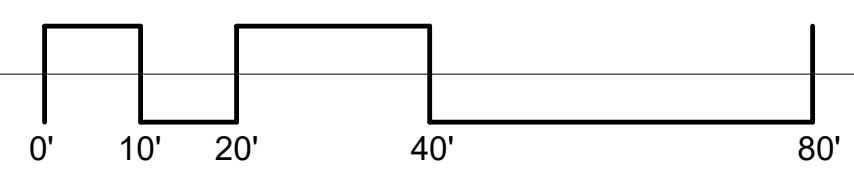


- | | | | | | |
|---|----------------------------|---|--------------------------|---|---------------------------------|
|  | PROPOSED BUILDING LOCATION |  | SOFTSCAPE |  | EXISTING PAVING |
|  | EXISTING BUILDING CONTEXT |  | EXISTING TREES TO REMAIN |  | NEW PARKING / FIRELANE / PAVING |



SITE PLAN

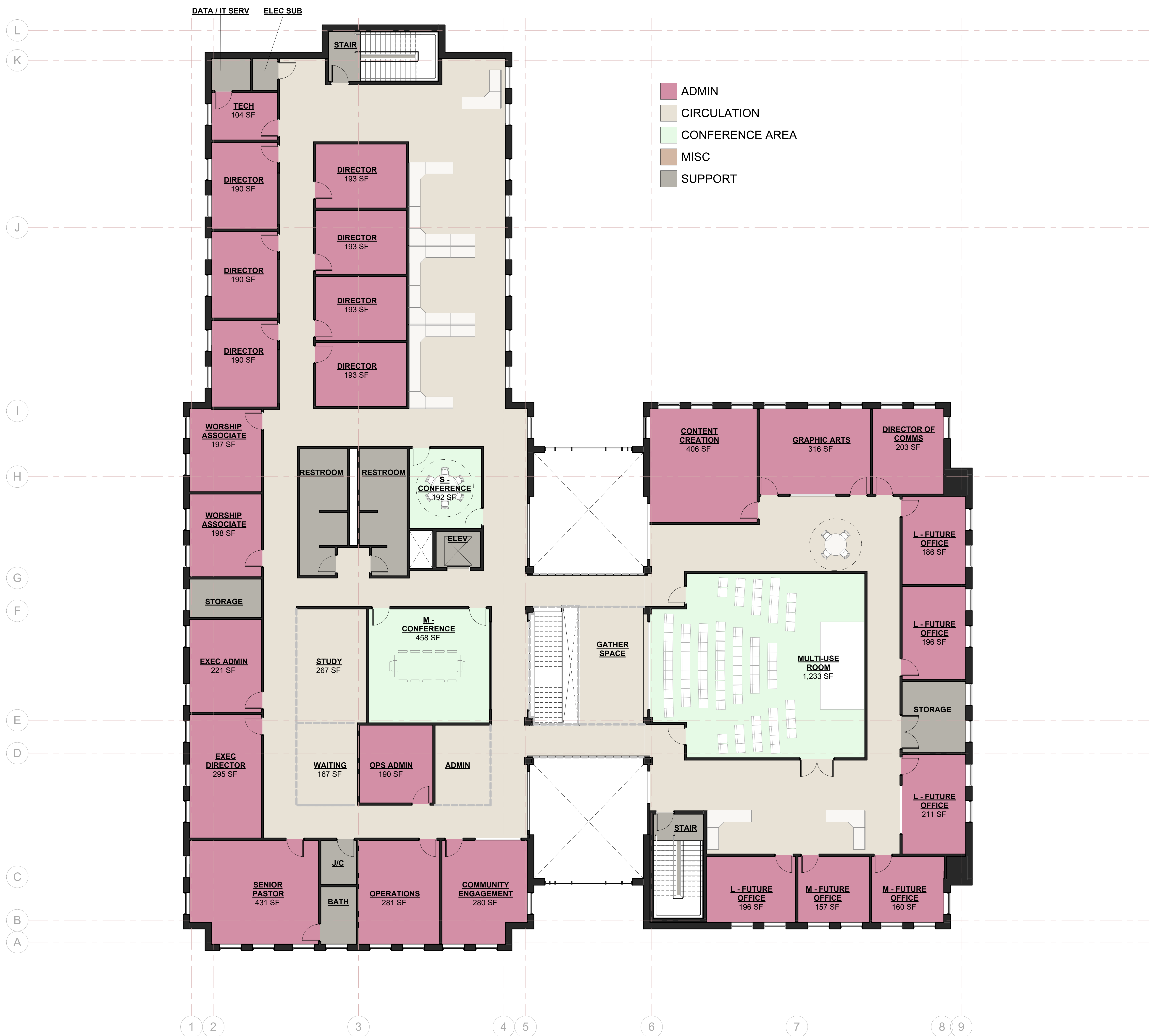
Scale: As indicated





FLOOR AREA: 17,363 SQ FT

1ST FLOOR
Scale: 1/8" = 1'-0"



FLOOR AREA: 16,430 SQ FT

2ND FLOOR

Scale: 1/8" = 1'-0"



CrossCreek Church

**Existing Campus and New Office Building Form
and Materials**

August 04, 2025

OMNIPLAN



EXISTING CAMPUS BUILDING FORM & MATERIAL ANALYSIS



WORSHIP CENTER



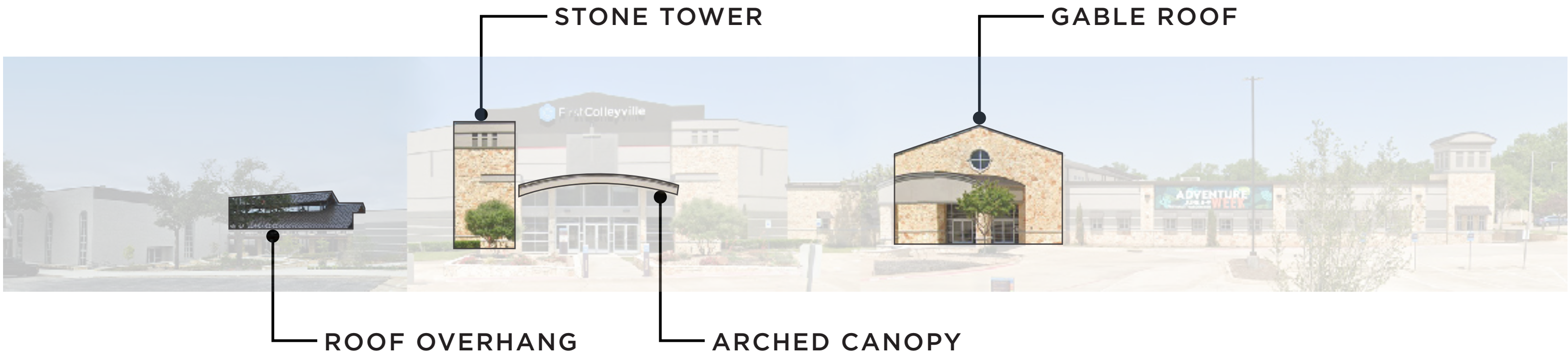
PAVILION



ADULTS / CHAPEL



KIDS BUILDING

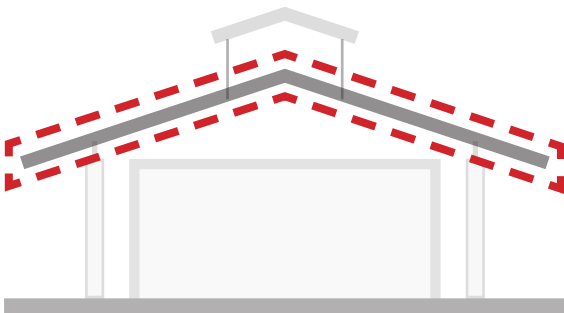


PAVILION

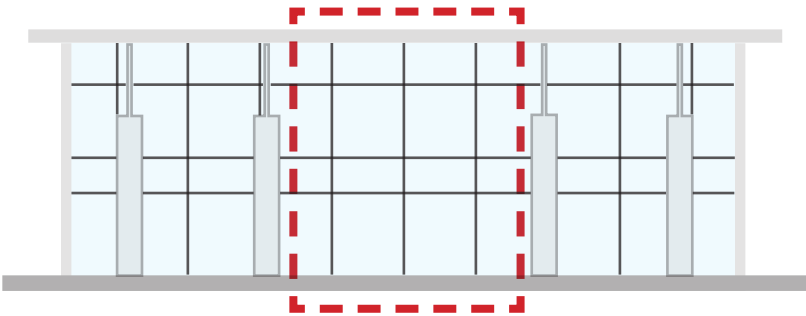
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(WEST ENTRY)

WORSHIP CENTER
(EAST ENTRY)

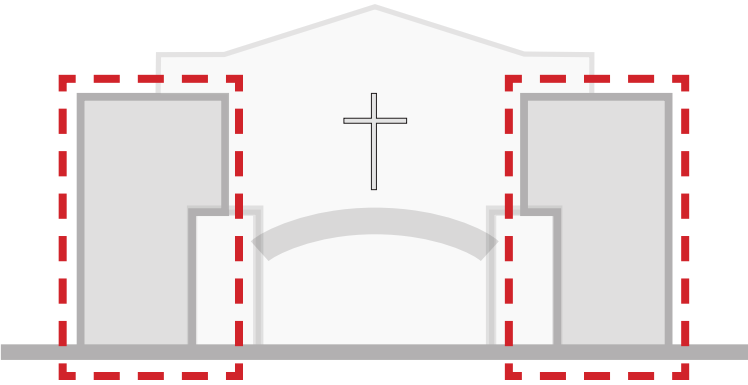
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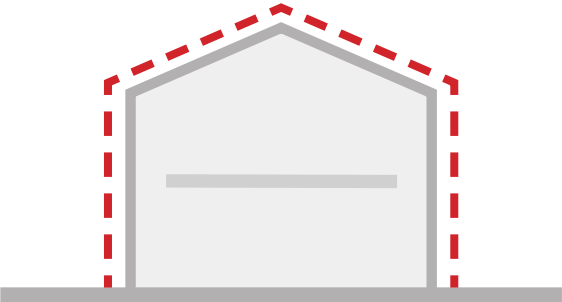
ROOF OVERHANG



CURTAIN WALL

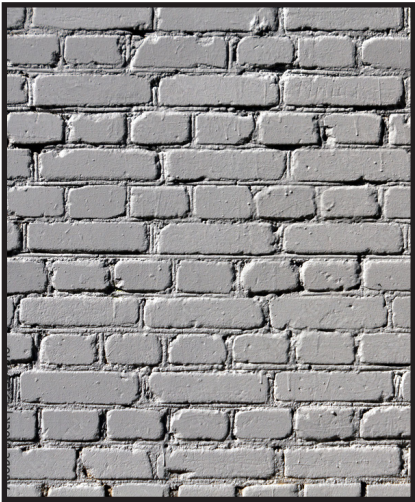


STONE TOWERS

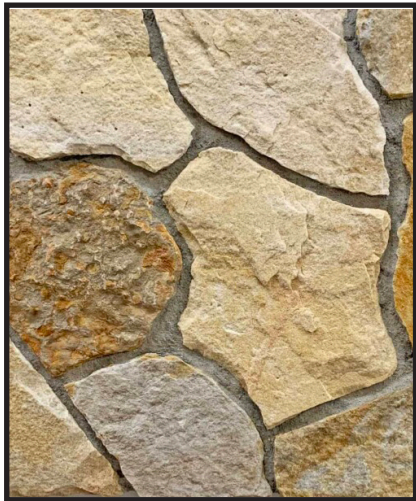


GABLED ROOFS

PRIMARY MATERIALS



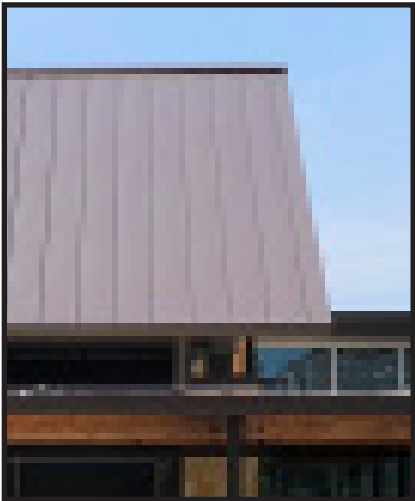
BRICK



NATURAL STONE



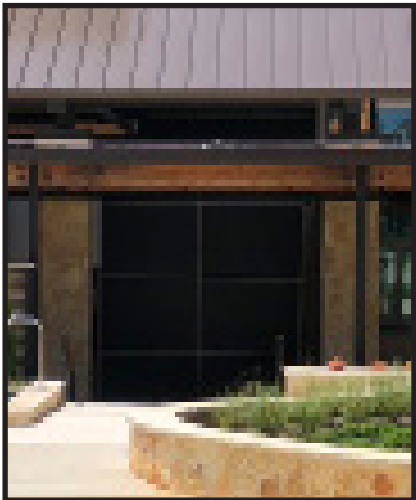
ACCENT MATERIALS



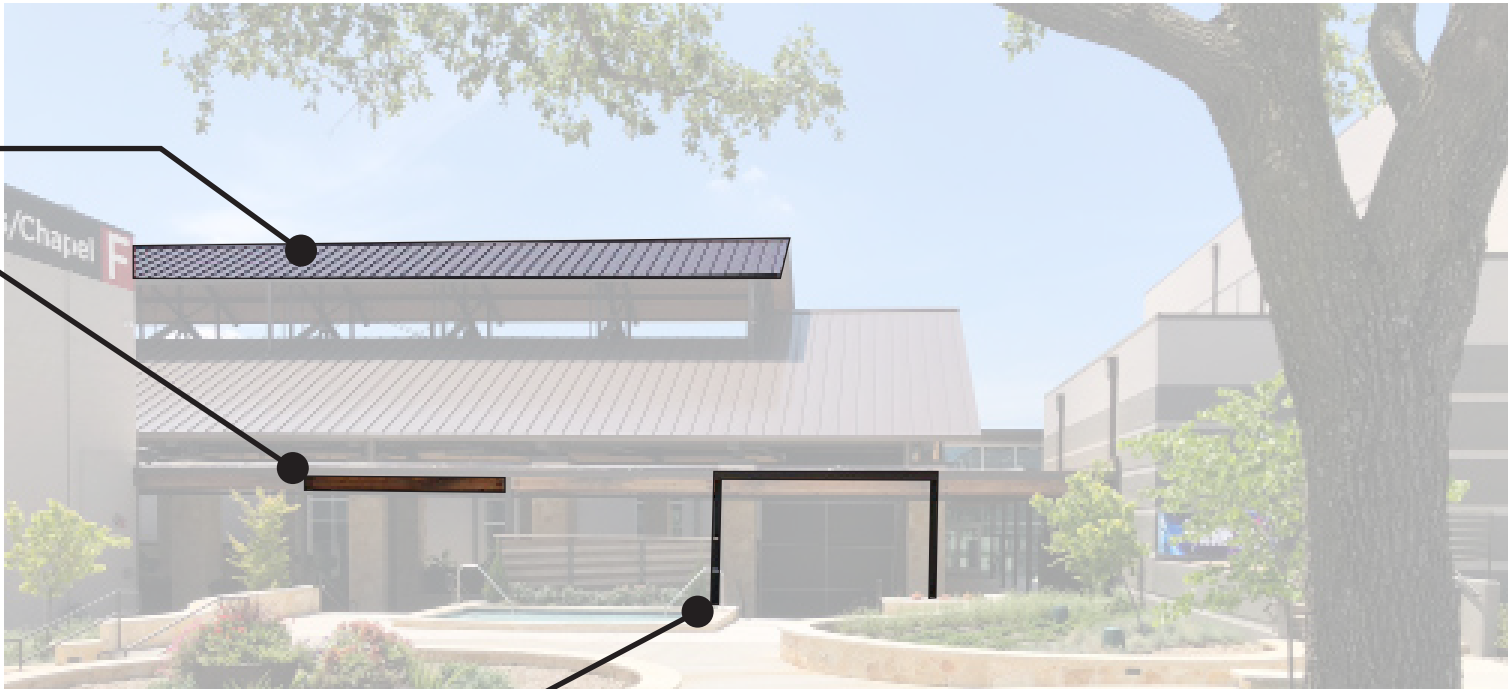
STANDING SEAM
METAL



WARM WOODS



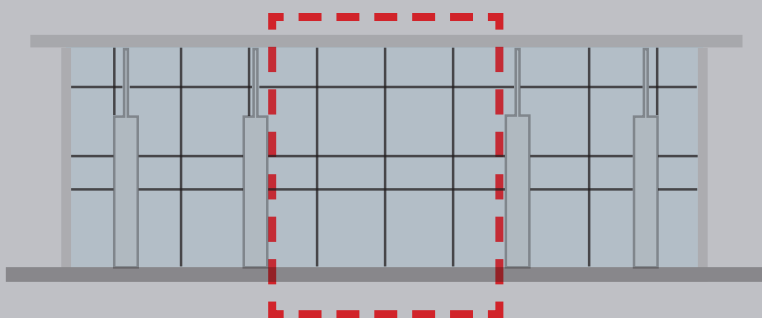
METAL TRIM





NEW OFFICE BUILDING FORM AND MATERIALS

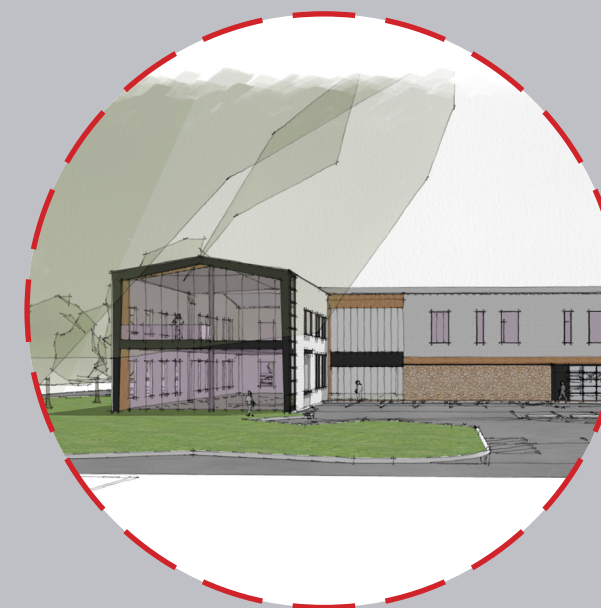
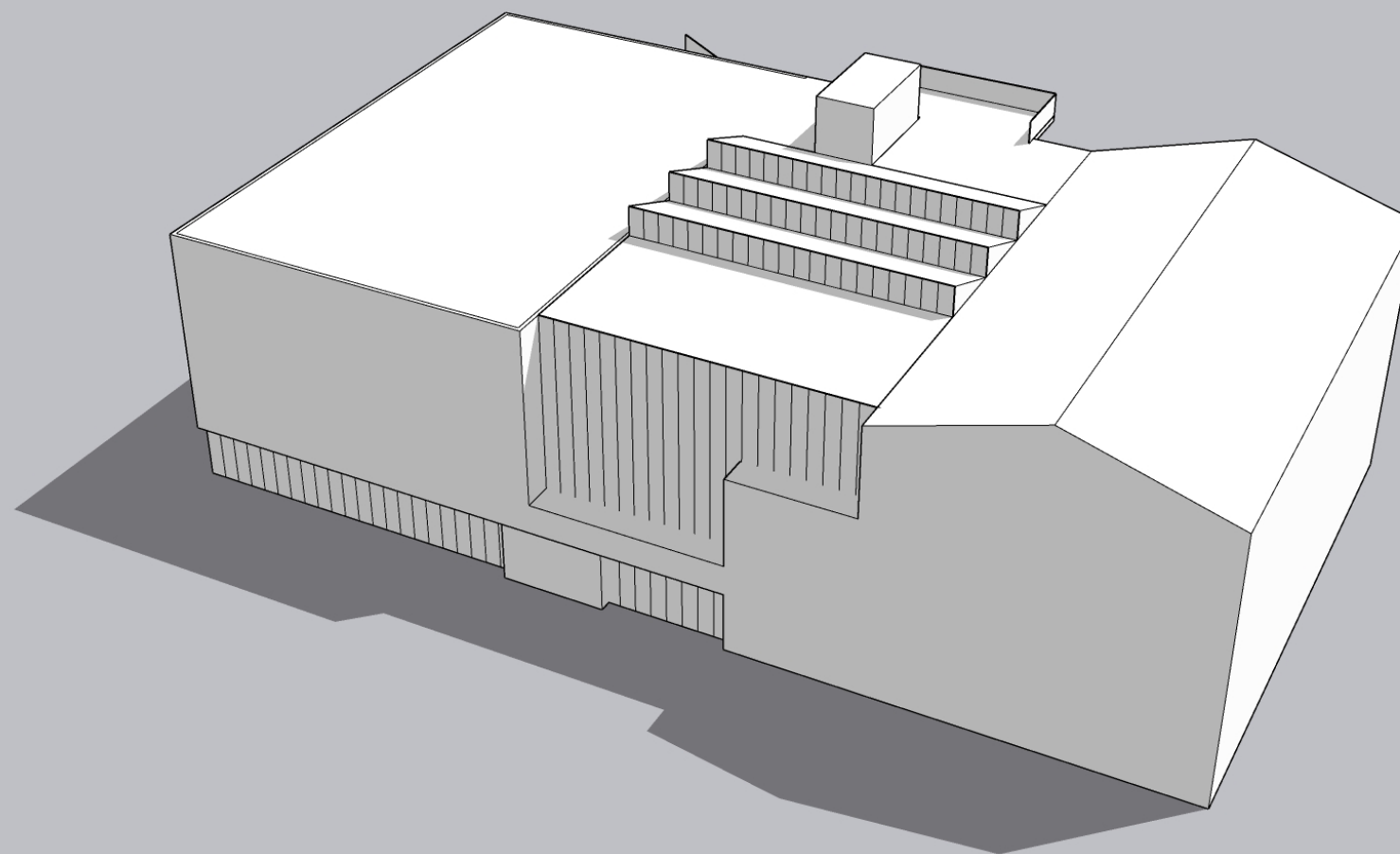
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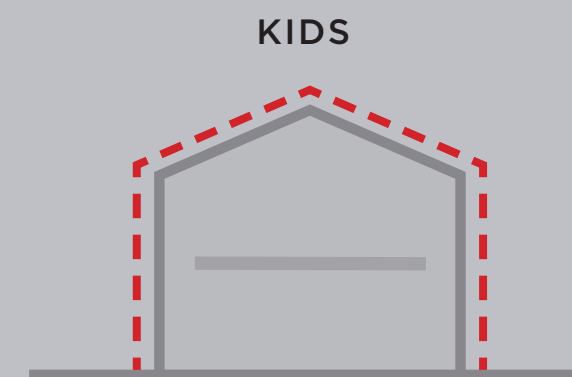
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SAWTOOTH CLERESTORY



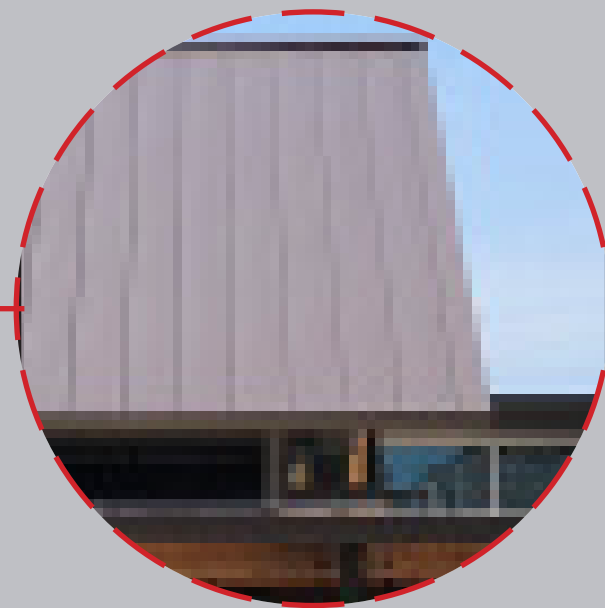
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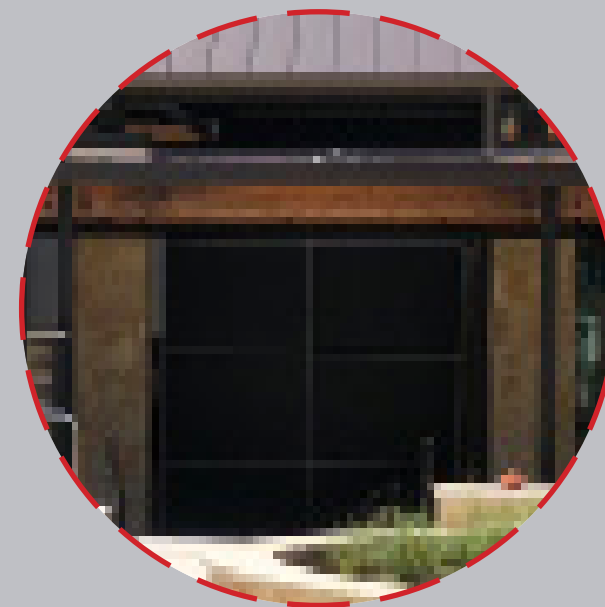
GABLED ROOFS



BRICK



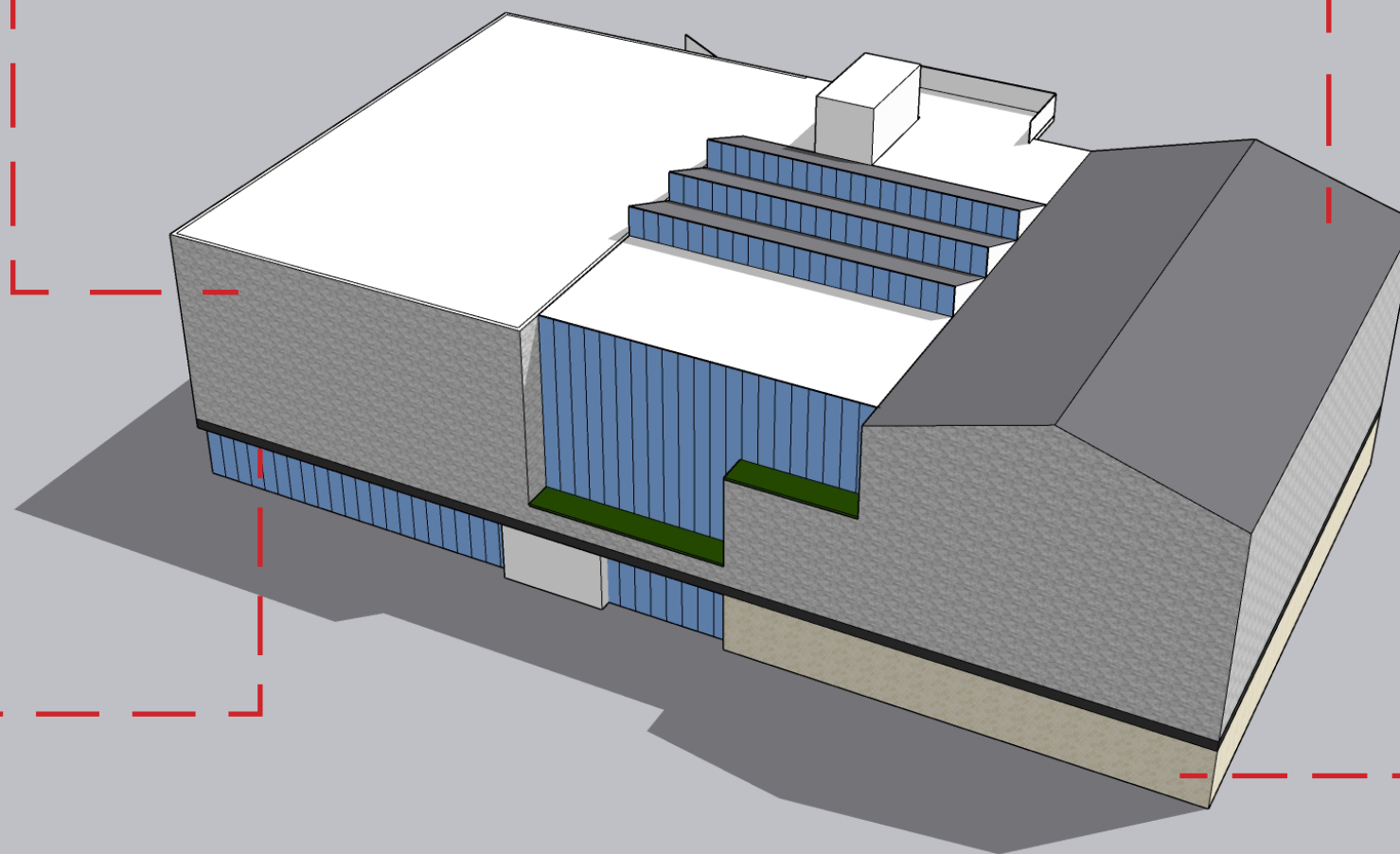
METAL ROOF



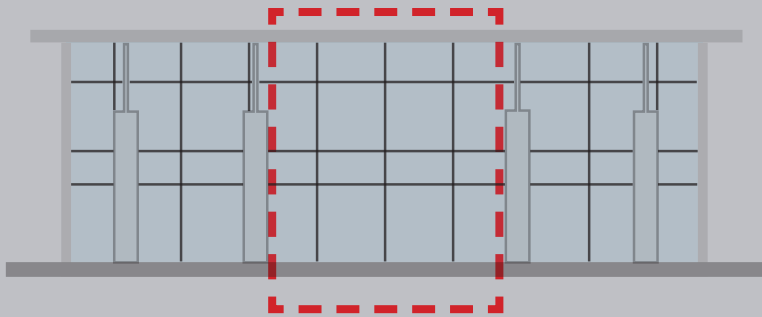
METAL TRIM



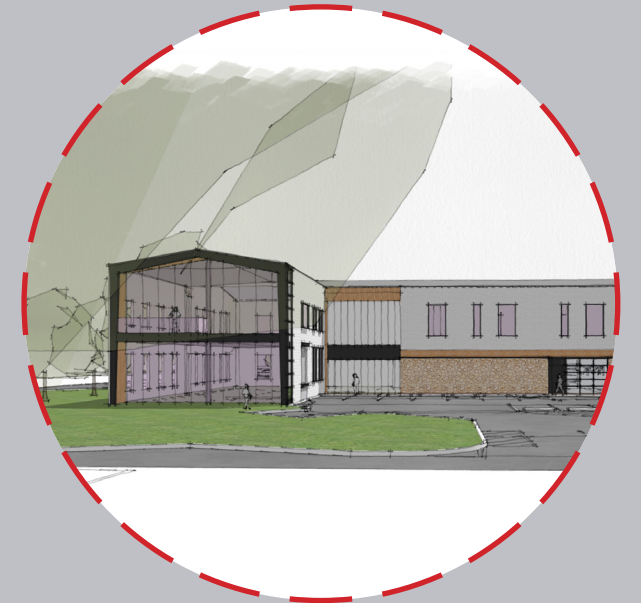
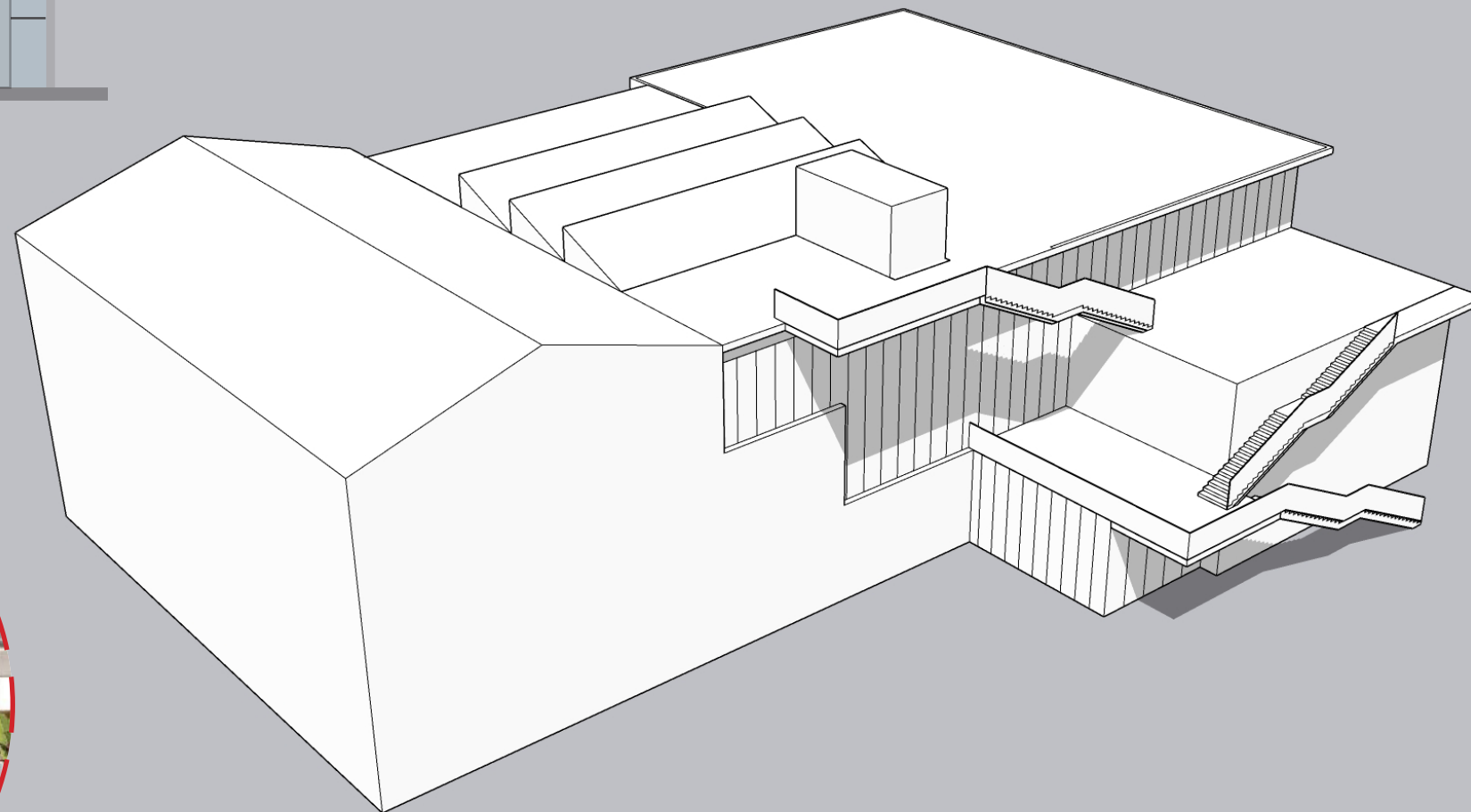
STONE



WORSHIP CENTER
(WEST ENTRY)



CURTAIN WALL

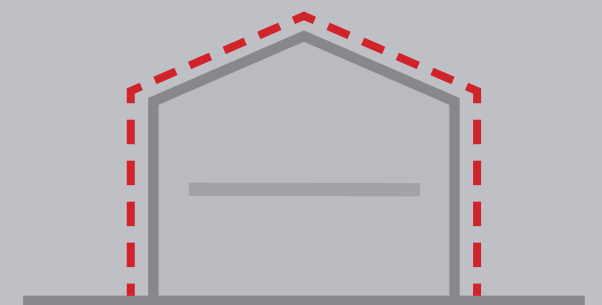


STORAGE BLDG

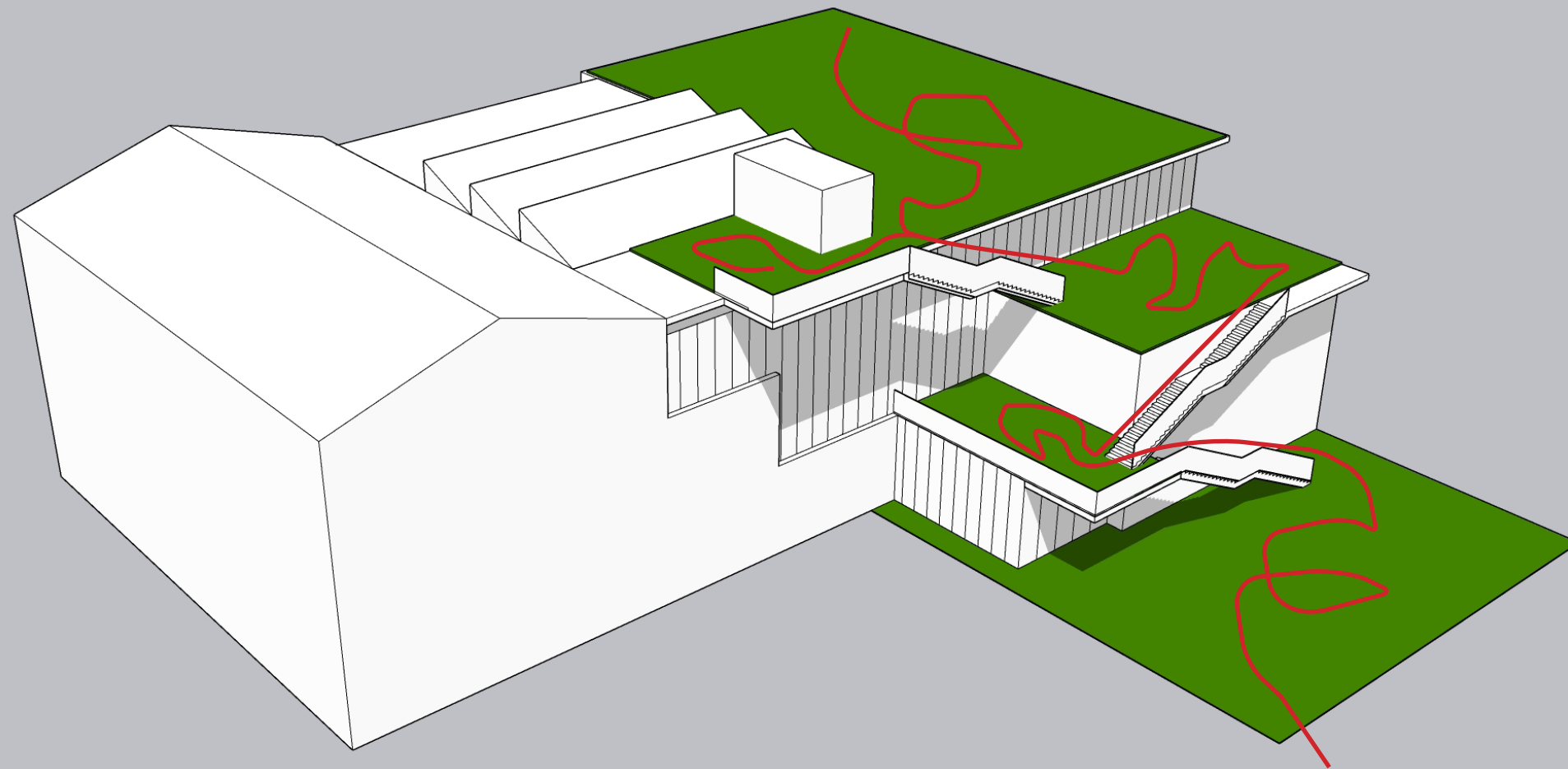


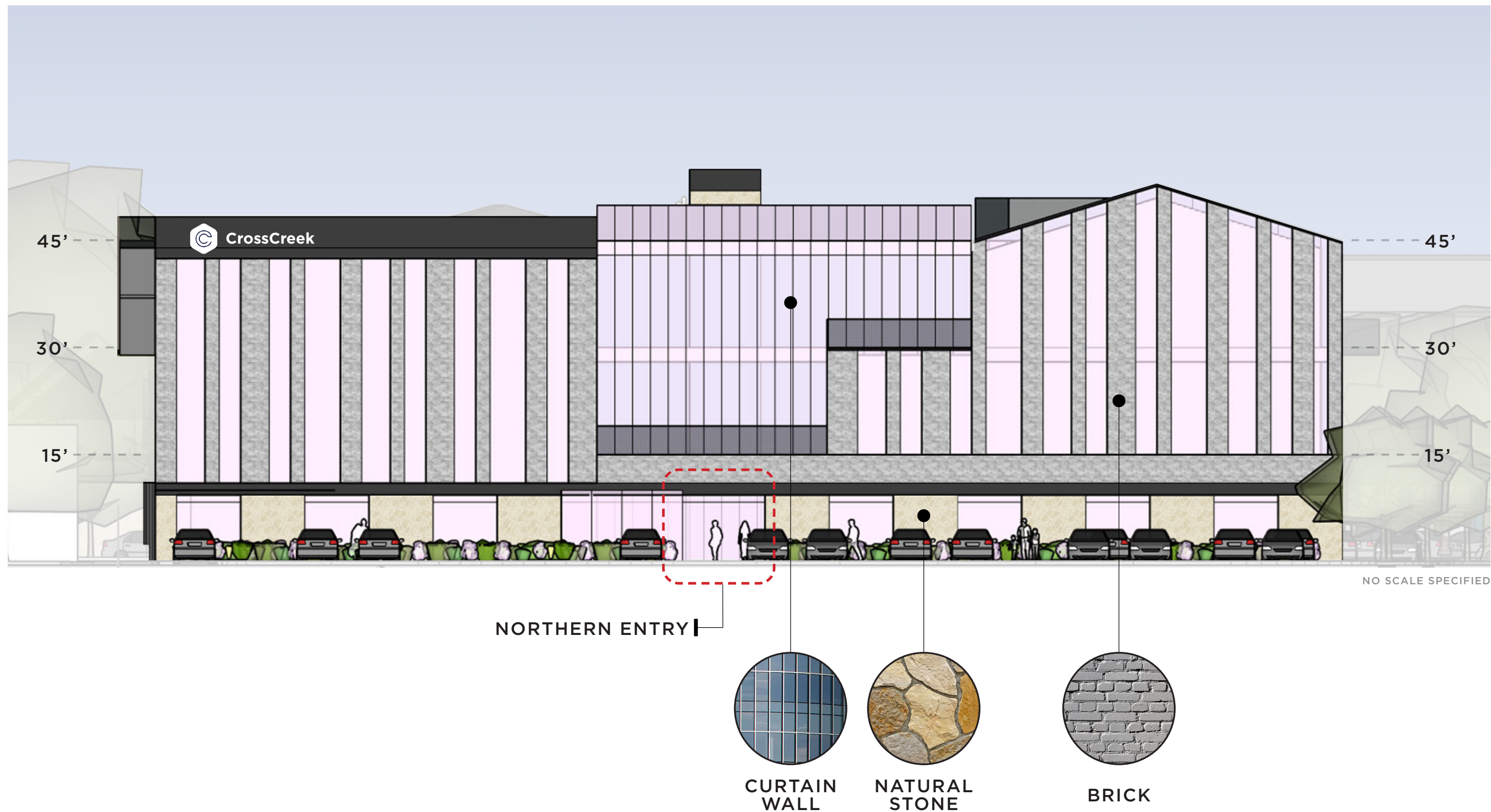
SAWTOOTH CLERESTORY

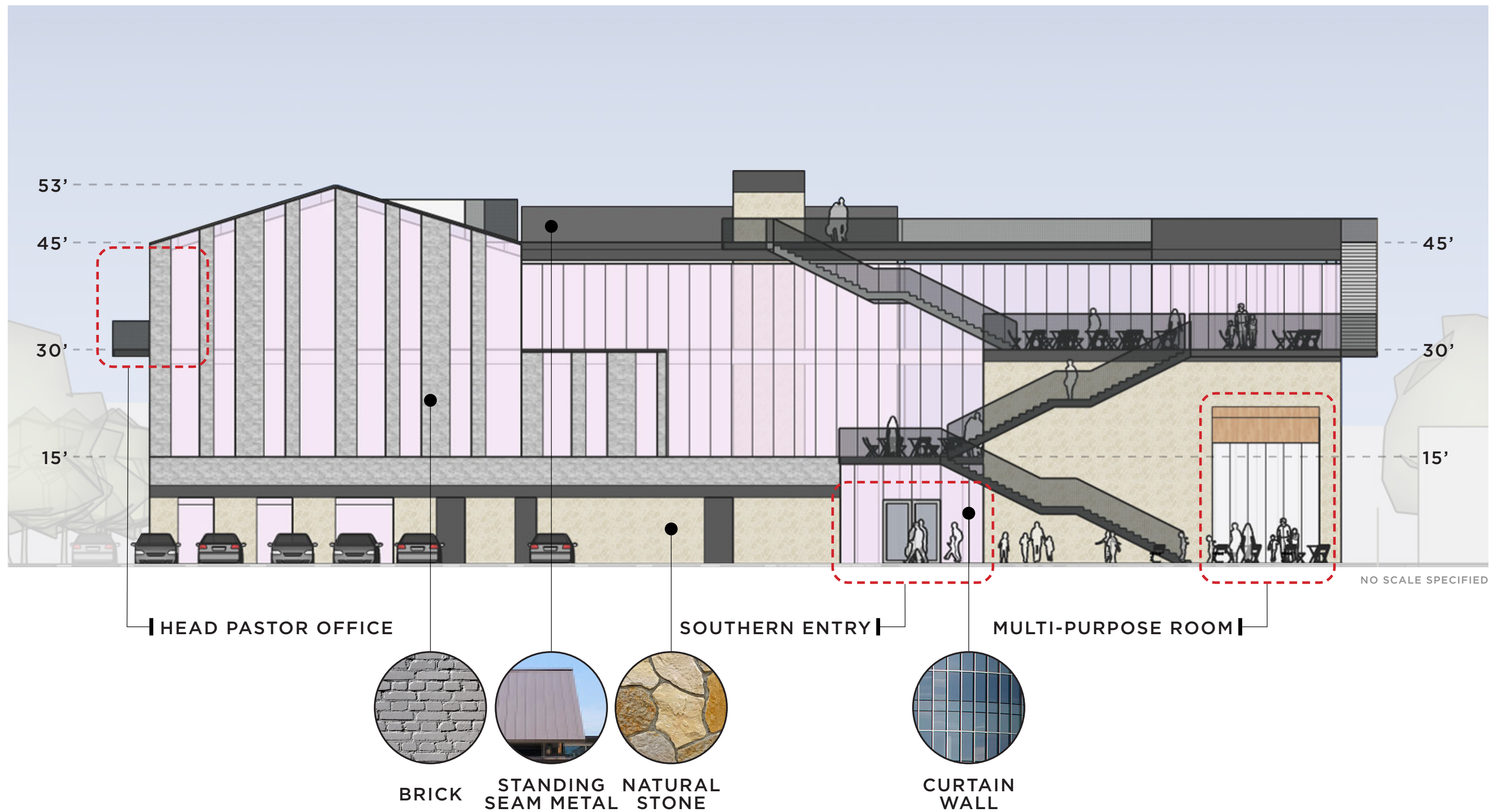
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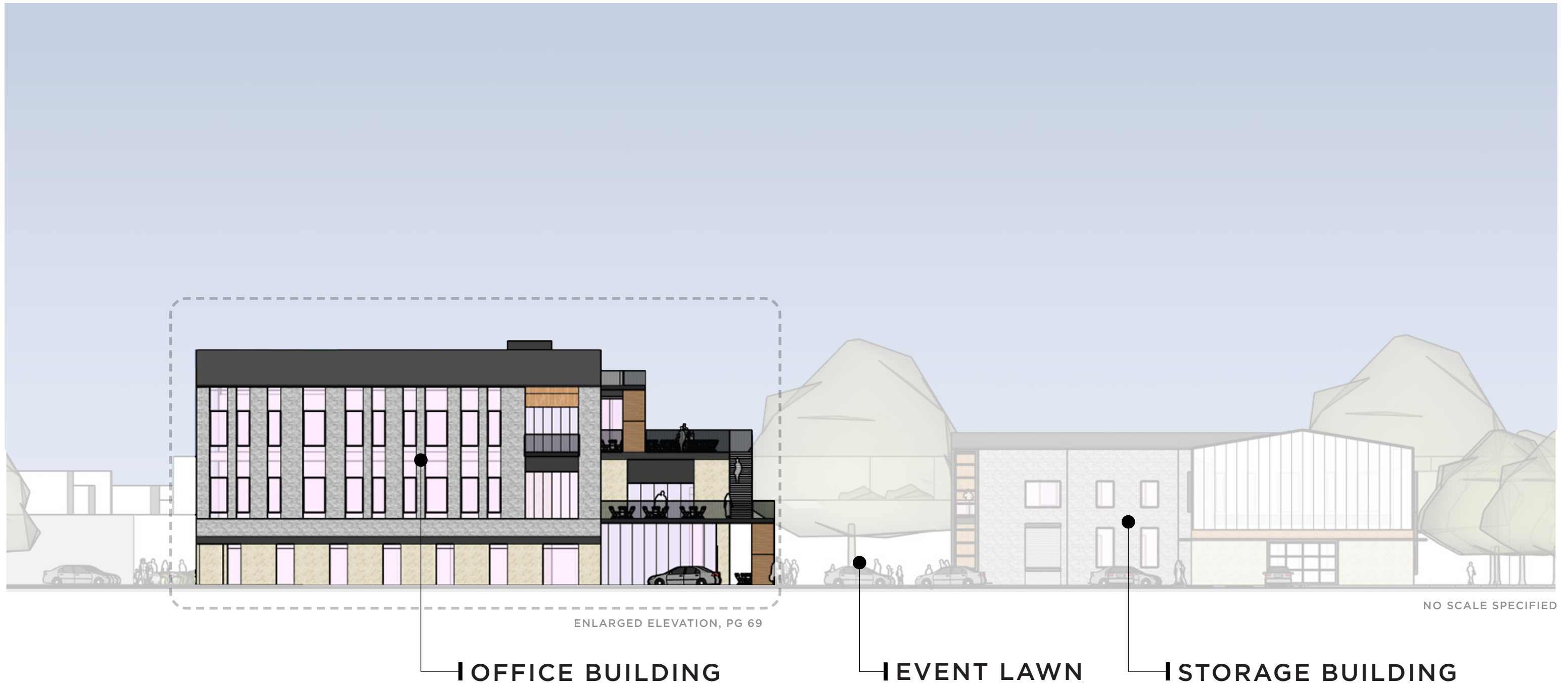


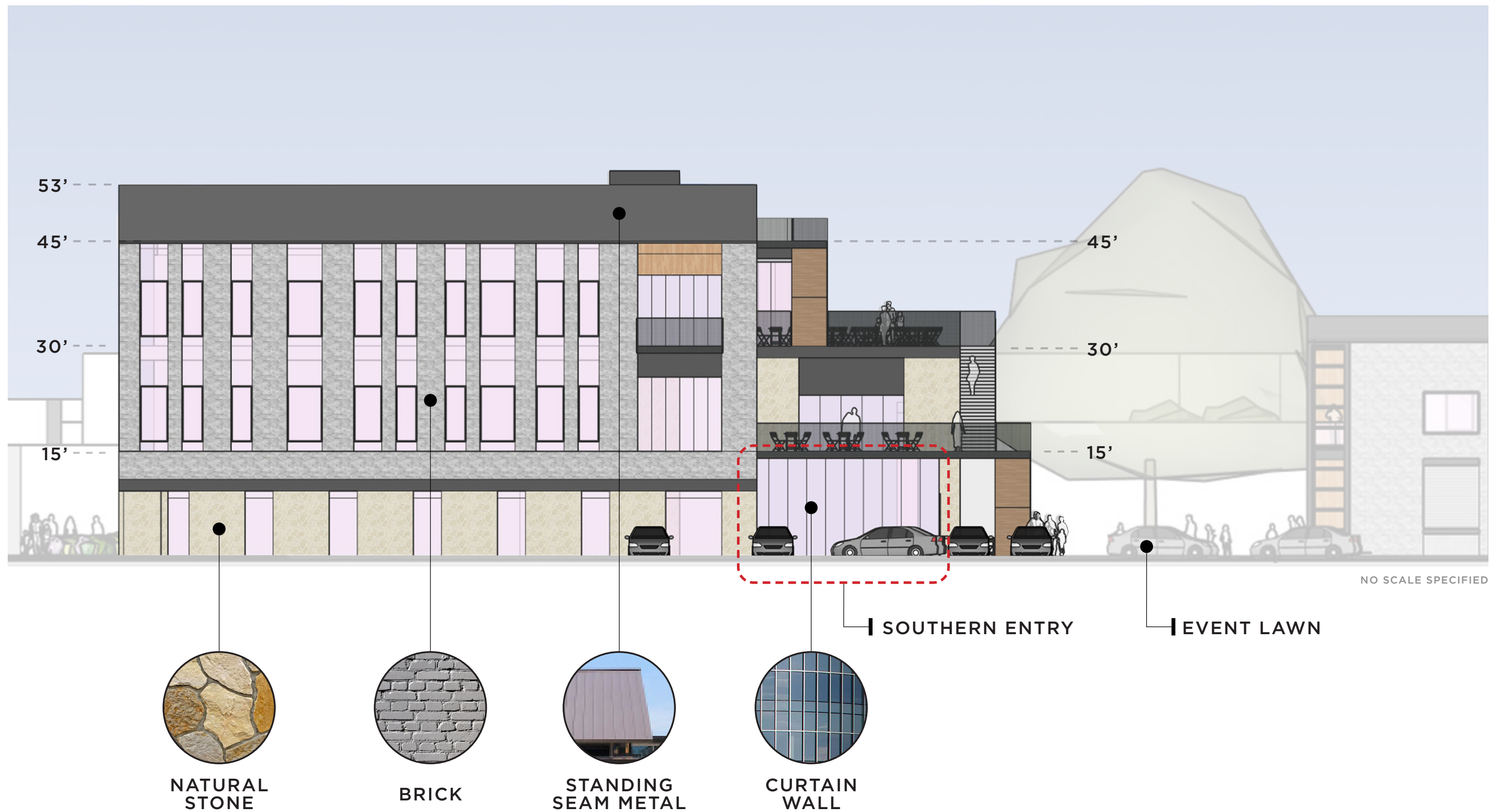
GABLED ROOFS

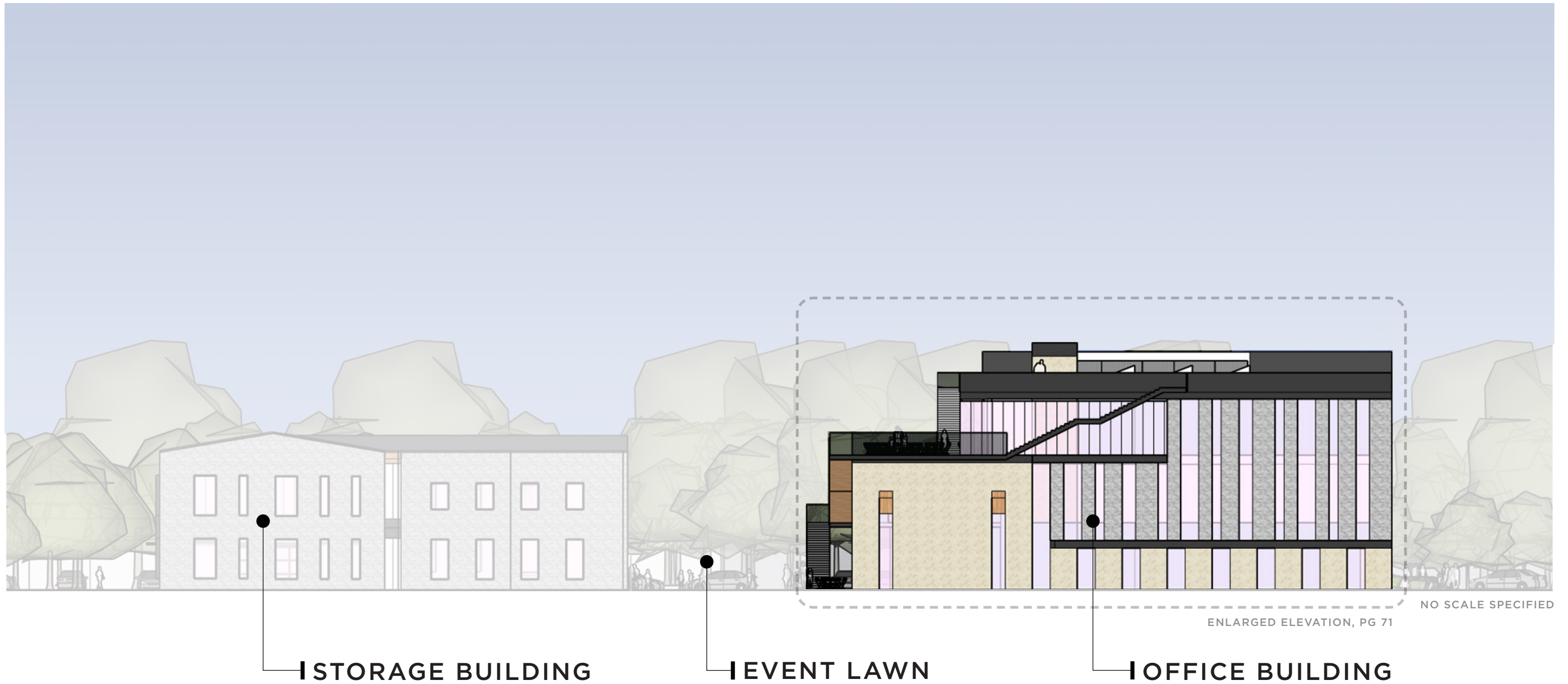


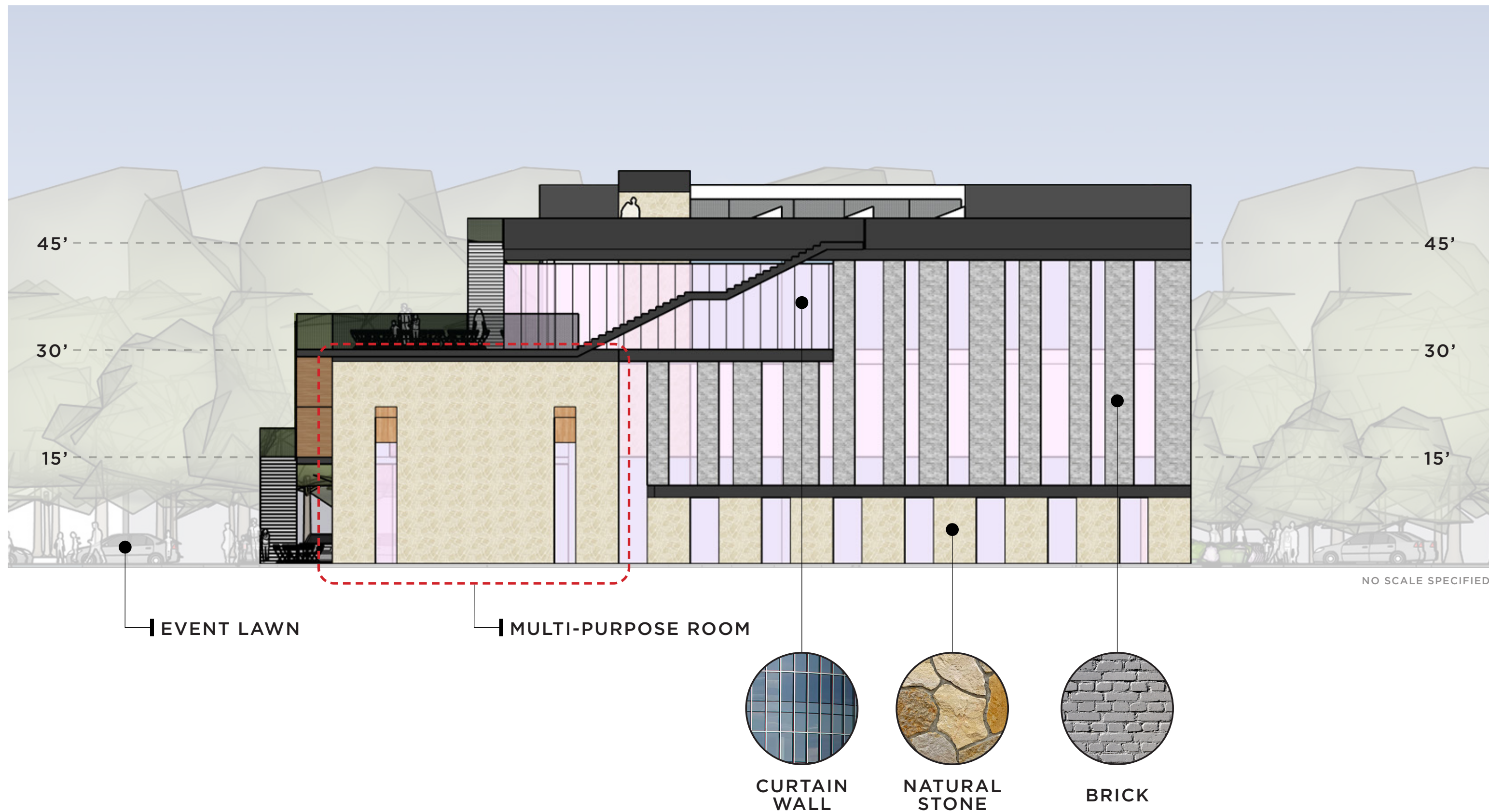








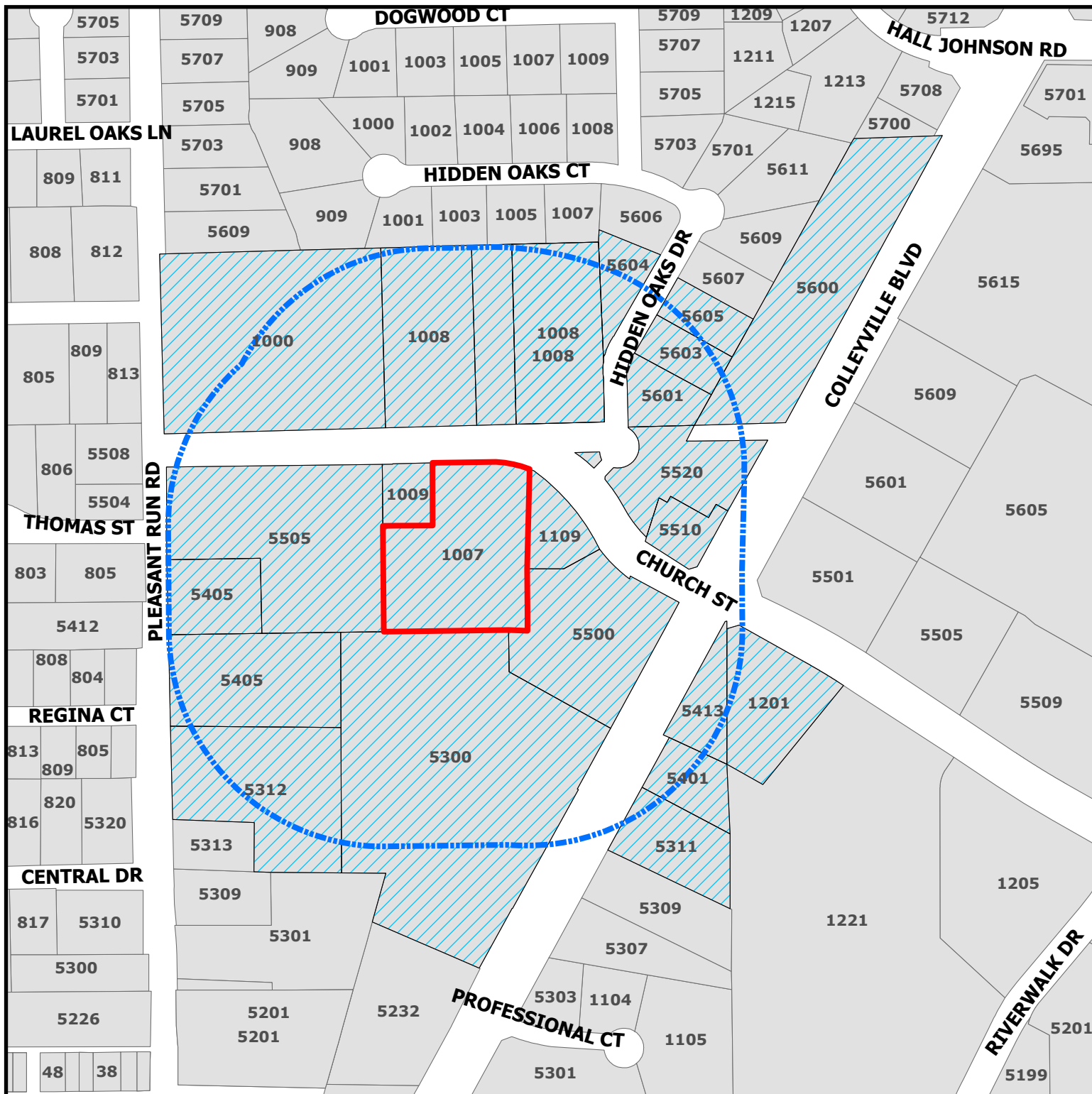






OMNIPLAN

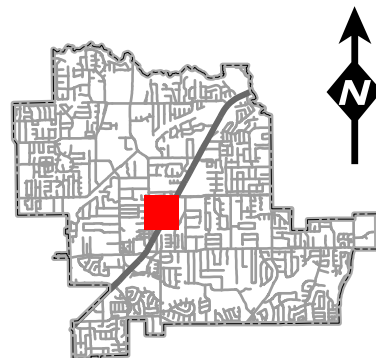
Notification Map



VC25-003

1007 Church Street

- Subject Property
- Buffer
- Parcels to be notified



DISCLAIMER:

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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:

City Council Meeting: Wednesday, October 8, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Variance to the maximum building height regulations of the CC-1 Village Retail district on Lot 2, Block 1, of the First Baptist Church of Colleyville, being approximately 2.77 acres, and zoned CC-1 Village Retail. The proposed building height is 3 stories, which exceeds the 2.0 stories permitted in the CC-1 Village Retail district by the Land Development Code

Zoning Case: VC25-003

Applicant: Zach Towery

Owner: First Baptist Church of Colleyville

Location: 1007 Church Street

Property Description: Lot 2, Block 1, First Baptist Church of Colleyville

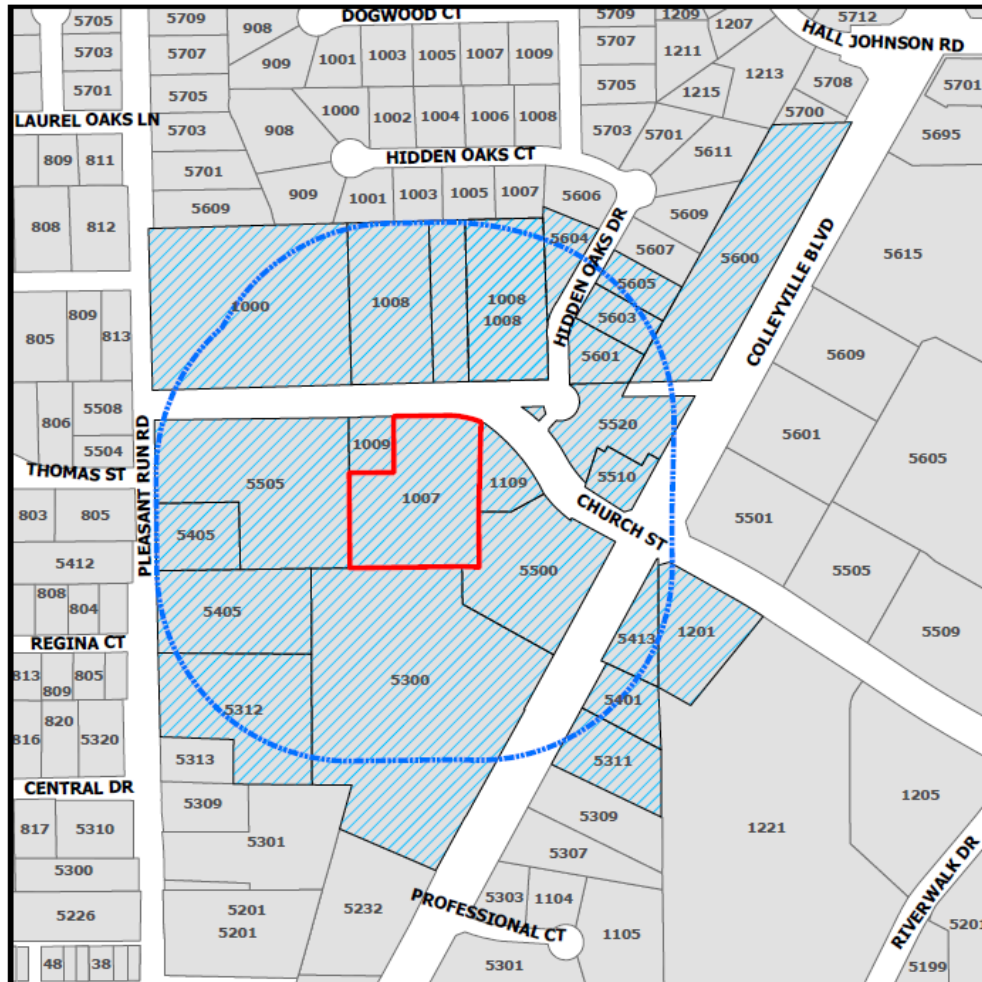
Present Zoning: CC-1 Village Retail

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

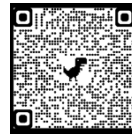
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

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

NOTICE OF PUBLIC HEARING



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



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

Daniel Ponder

Daniel Ponder
Planning Manager

RESOLUTION R-25-5079

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 3.24.G SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR BUILDING HEIGHT AND NUMBER OF STORIES, IN THE CC-1 VILLAGE RETAIL DISTRICT, FOR LOT 2, BLOCK 1, FIRST BAPTIST CHURCH OF COLLEYVILLE, LOCATED AT 1007 CHURCH STREET

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

- Sec. 1. THAT the variance to allow for the overall height of the proposed administrative office building for the Cross Creek Church to be 53 feet and 3 stories tall in the CC-1 Village Retail district located at 1007 Church Street (the "Property"), as depicted in Exhibit "A" and Exhibit "B" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 8TH DAY OF OCTOBER 2025.

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

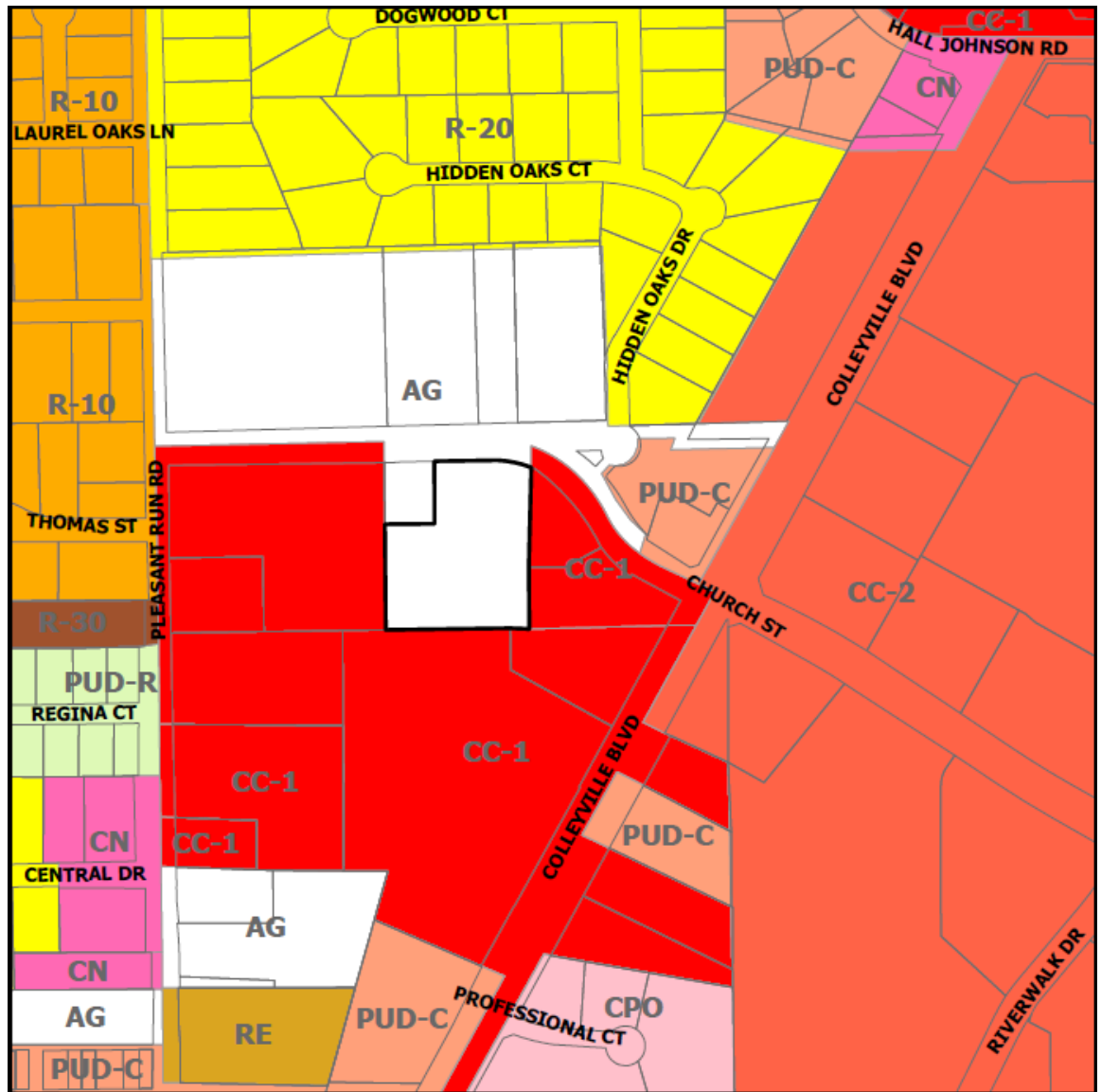
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A"

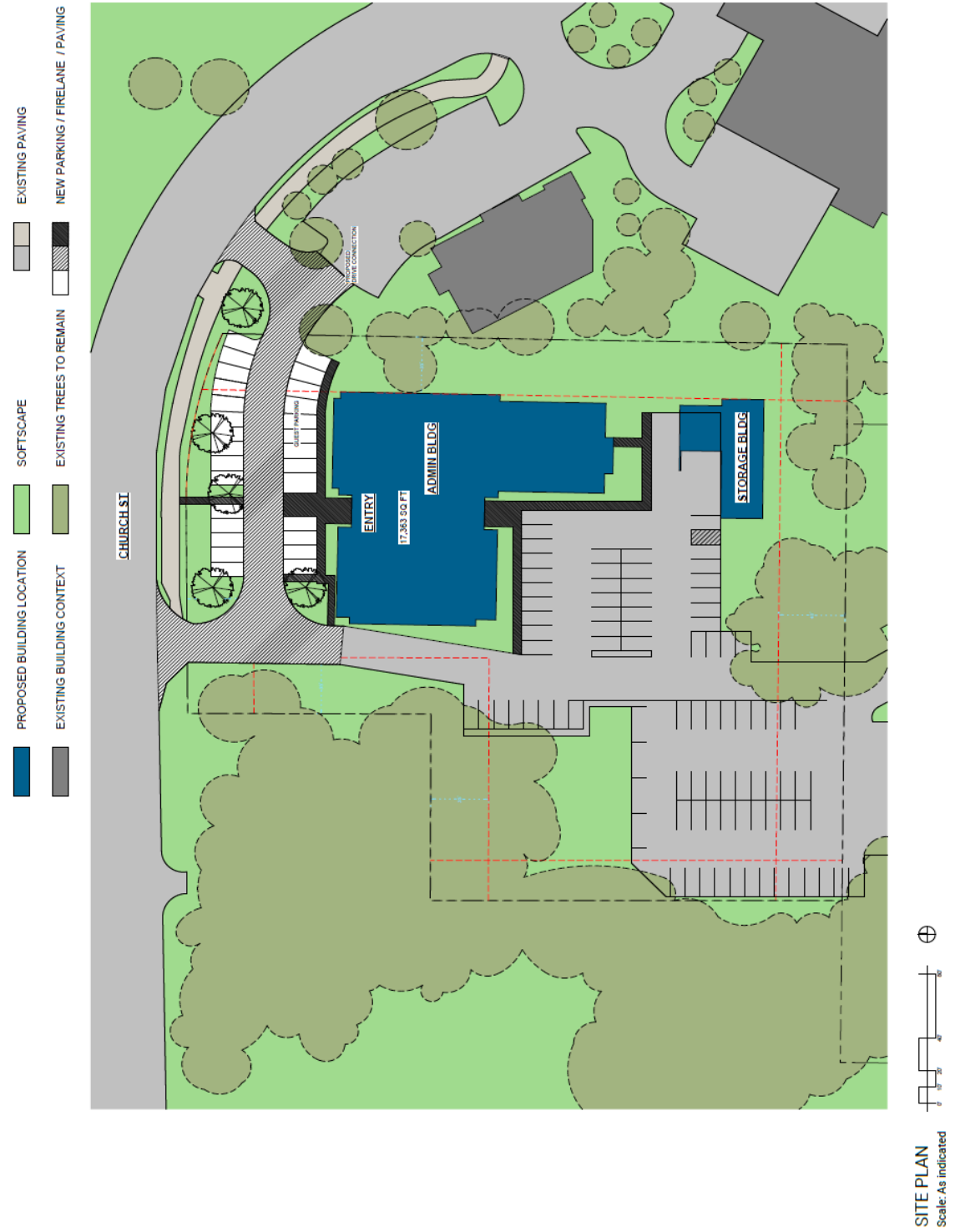


2016-01

PD - ADMIN, STORAGE & WORKSHOP BLDGS

COLLEEVILLE, TX 01/21/23

1





CROSS CREEK CHURCH
EXTERIOR DESIGN | 07.25.2005

OFFICE BUILDING | NORTHERN PERSPECTIVE

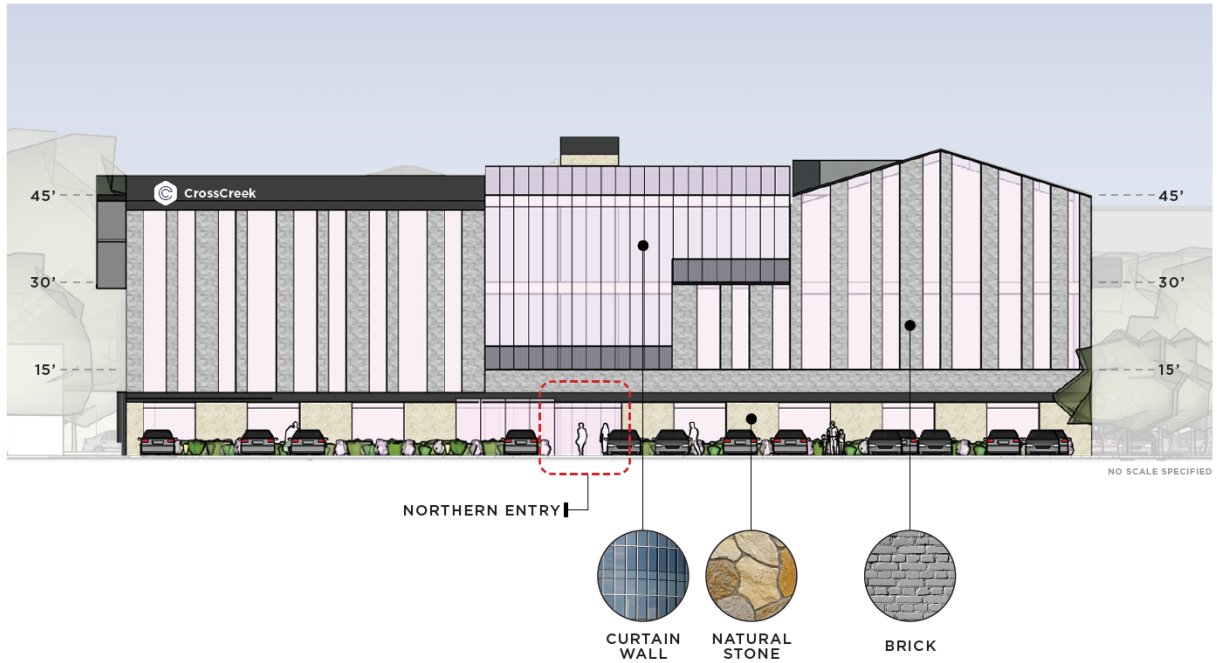
OMNIPLAN  CrossCreek



CROSS CREEK CHURCH
EXTERIOR DESIGN | 07.25.2005

OFFICE BUILDING | SOUTHERN PERSPECTIVE

OMNIPLAN  CrossCreek

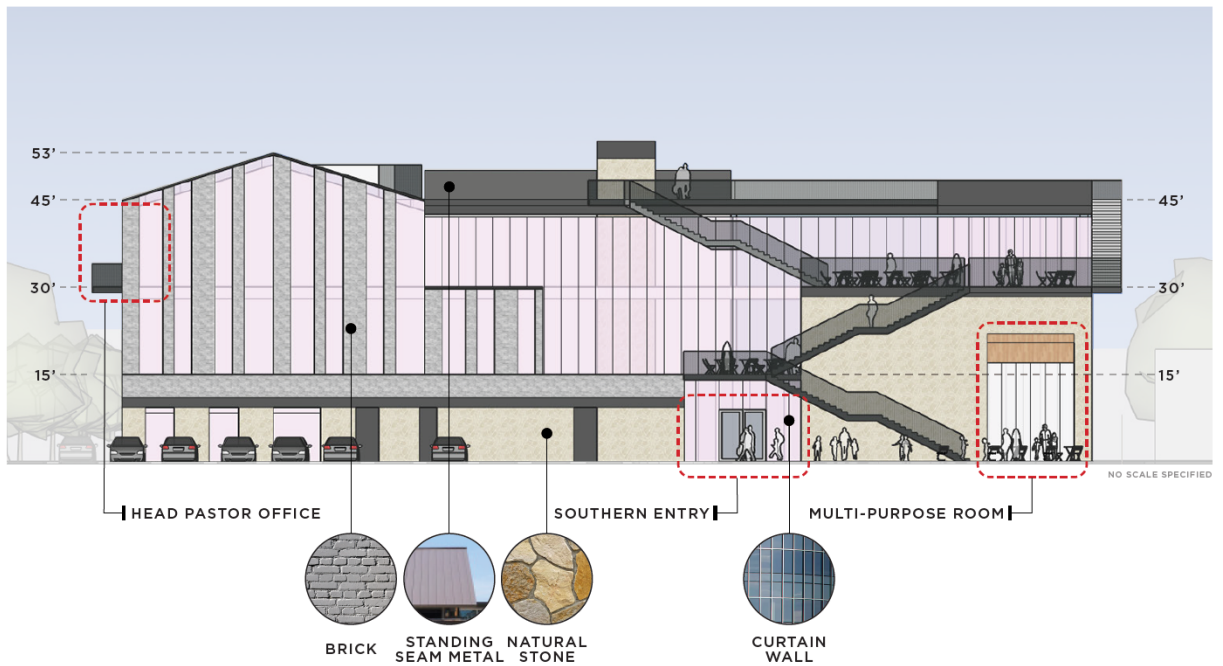


CROSS CREEK CHURCH
CONCEPT DESIGN BOOK | 08.04.2025

OFFICE BUILDING | ELEVATION | NORTH

OMNIPLAN © CrossCreek

1



CROSS CREEK CHURCH
CONCEPT DESIGN BOOK | 08.04.2025

OFFICE BUILDING | ELEVATION | SOUTH

OMNIPLAN © CrossCreek

1



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b

Agenda Date 10/8/2025

Number Resolution R-25-5080

Type Resolution

Department Community Development

Title

Consideration of a variance to the lot size (area) regulations of the RD Two-Family Residential district on Lot 7, Block 4, of the Saddlebrook Addition, being located at 4307 Brookhollow Drive, VC25-004

Explanation

Reading and Public Hearing

Christopher Preston, the applicant, has submitted a request for a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for the lot size (area) regulations in the RD Two-Family Residential district. The request is to allow for an accessory building to be built. Lots zoned RD that are developed for single-family use are required to conform to the standards of the R-20 zoning district. The lot area is 17,320 square feet, the width is 131 feet, and the depth is 187 feet.

Existing Conditions/Background: The subject property, 4307 Brookhollow Drive, is zoned RD Two-Family Residential and developed with a single family home.

Requested Variance: The applicant is requesting a variance to the area regulations, to allow for a new accessory structure to be constructed. The existing RD zoning requires a minimum of 20,000 square feet for the lot area, 100 feet for lot width, and 125 feet for lot depth when developed with a single-family residential use. The variance would allow for the existing lot area of 17,320 square feet.

Ordinance – Chapter 3 – Land Use – Section 3.24.G Schedule of District Regulations

The minimum standards for the R-20 zoning district are as follows:

Minimum Lot Size	20,000 square feet 17,320 s.f.
Minimum Lot Width	100 feet
Minimum Lot Depth	125 feet
Front Building Line	30 feet
Side Building Line	10 feet
Rear Building Line	25 feet
Max. Lot Coverage	30%
Max. Impervious Coverage	60%

Analysis: The subject property is requesting to have a variance to the lot size, specifically area. When a lot zoned RD is developed with a single-family residential use, the lot shall comply with the R-20 zoning district standards. A variance to the lot size (area) is required to allow the ability to apply for and receive the necessary building permit to build a new accessory structure.

Plat Status: The property is currently platted as Lot 7, Block 4, of the Saddlebrook Addition.

DRC Review: The Development Review Committee (DRC) reviewed the request at their September 22, 2025 meeting and determined the application was complete and may be scheduled for the next available City Council meeting.

Drainage: N/A

Surrounding Development: The properties to the north, south, east, and west are zoned RD Two-Family Residential and improved with single-family homes.

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.

Financial Impact

There is no financial impact to the City.

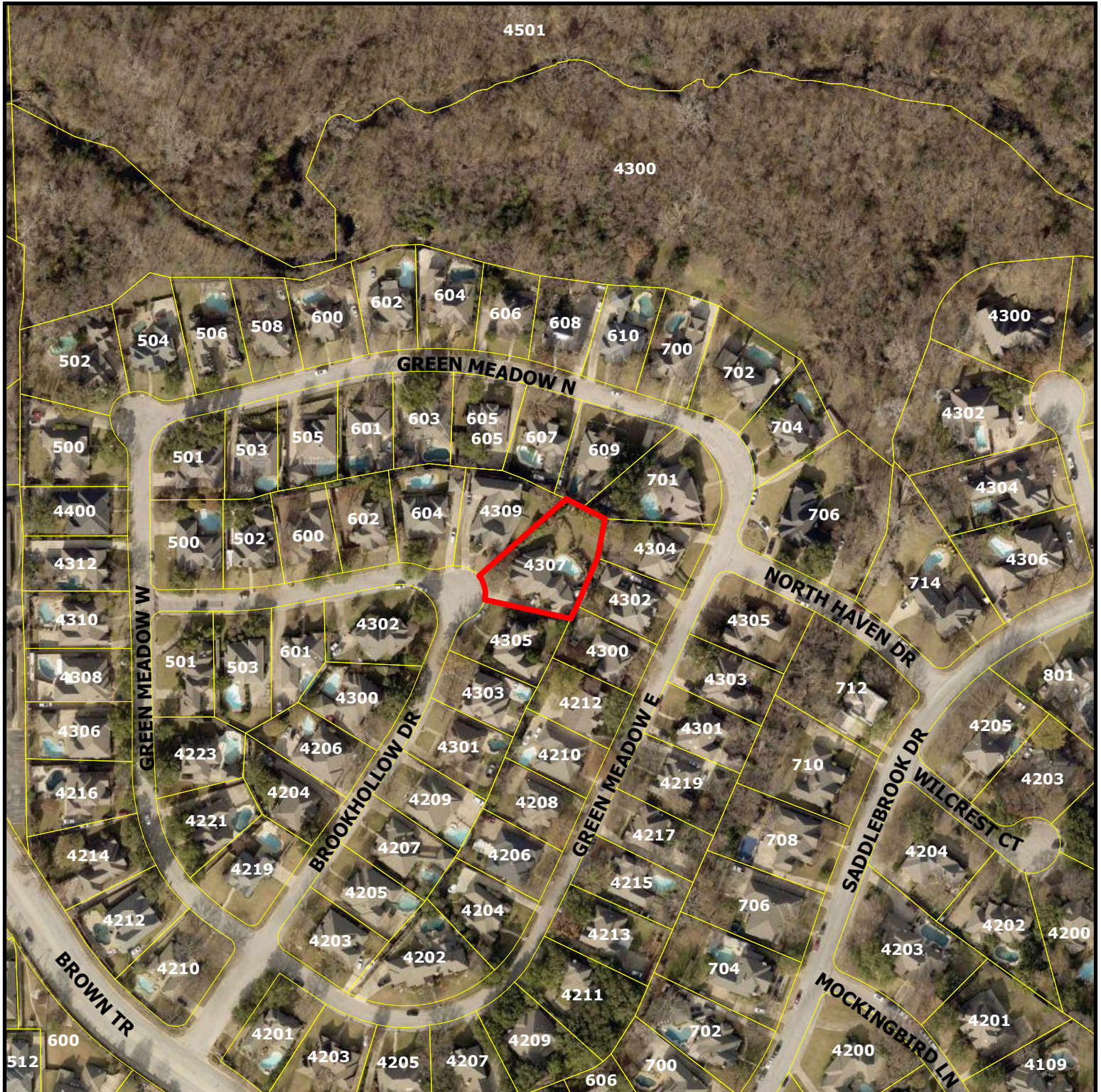
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Notification Map
7. Notification Letter
8. Resolution R-25-5080

Aerial Map

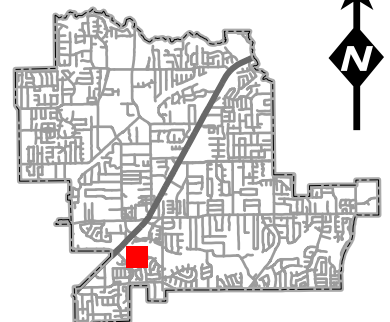


VC25-004

4307 Brookhollow Dr



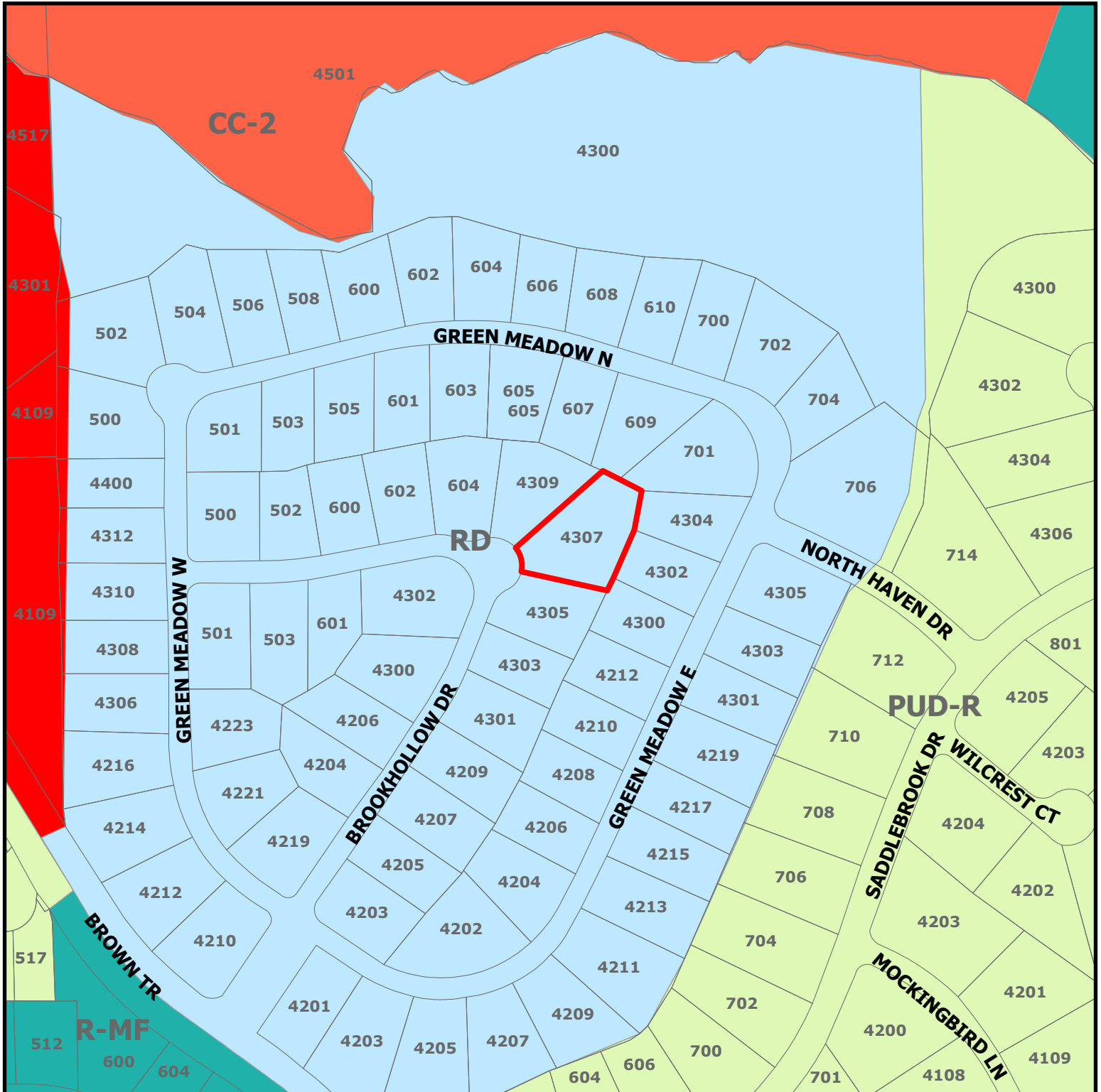
Subject Property



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Zoning Map

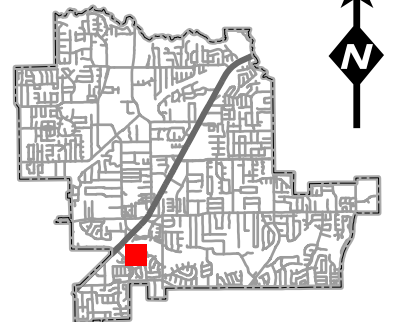


VC25-004

4307 Brookhollow Dr



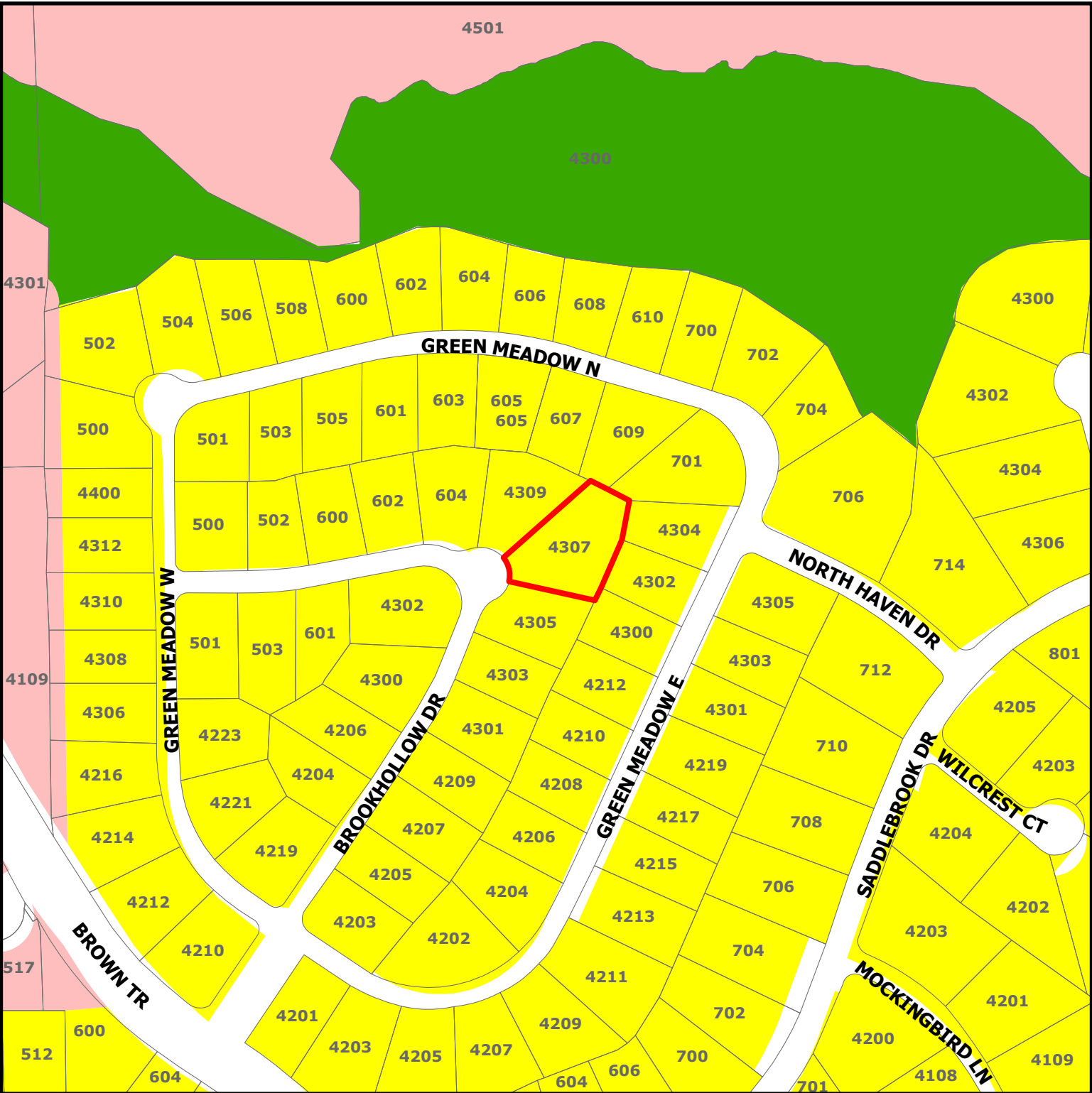
Subject Property



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Future Land Use Map

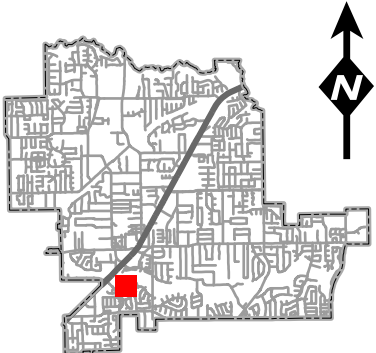


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VC25-004

4307 Brookhollow Dr

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





September 15, 2025

Ben Bryner
Director Community Development
City of Colleyville
100 Main Street, Colleyville, TX 76034

RE: 4307 Brookhollow Drive Variance

Mr. Bryner:

We are requesting a variance on the lot size requirement for the property located at 4307 Brookhollow Drive. The lot is currently zoned as R-20 but is 17,320 square feet per the tax records which is below the 20,000 square foot threshold for R-20. The following information is the basis of our request:

a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

The lot has less surface area than the r-20 zoning through no fault of the Owner.

b. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;

Interpretation of this ordinance would deprive the owner the ability to improve the property (e.g. permit and construct a detached outdoor living area)

c. That the special conditions and circumstances do not result from the actions of the applicant;

The owner had no involvement with the lot zoning and overall non-conforming surface area

d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district;

Correct



e. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

No consideration of the above was used for the basis of the variance application.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Christopher Preston".

Christopher Preston
CDP Construction Group



Untitled Map

Write a description for your map.

Legend

4307 Brookhollow Dr

pergola location

4307 Brookhollow Dr

4309

731

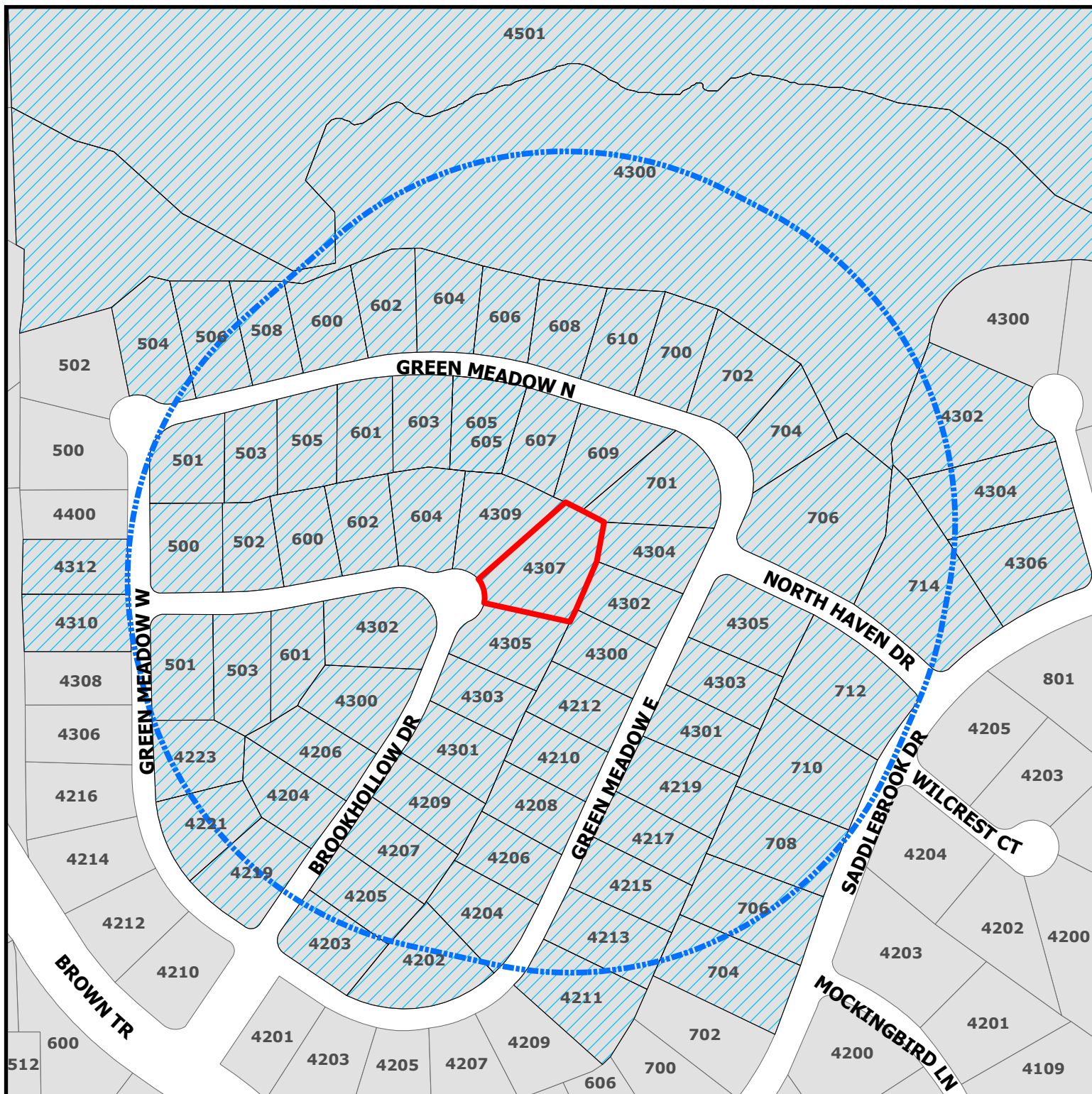
4304

4302

Green Meadow E

Green Meadow W

Notification Map

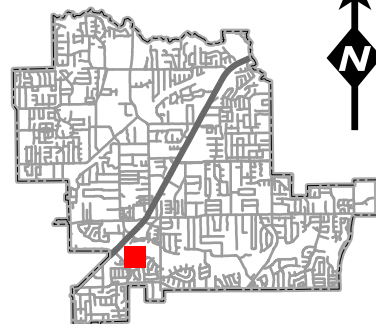


VC25-004

4307 Brookhollow Dr

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-  Subject Property
-  Buffer
-  Parcels to be notified





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:

City Council Meeting: Wednesday, October 8, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Variance to the lot size (area) regulations of the RD Two-Family Residential zoning district on Lot 7, Block 4, of the Saddlebrook Addition, being approximately 0.39 acres, and zoned RD Two-Family Residential. The lot does not meet the R-20 standards required in the RD zoning district and requires variances to allow for an accessory building to be built. The lot area is 17,320 square feet.

Zoning Case: VC25-004

Applicant: Christopher Preston

Owner: Gaylen Blassingame

Location: 4307 Brookhollow Drive

Property Description: Lot 7, Block 4, Saddlebrook Addition

Present Zoning: RD Two-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.

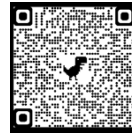
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

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

NOTICE OF PUBLIC HEARING



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



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

Daniel Ponder

Daniel Ponder
Planning Manager

RESOLUTION R-25-5080

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 3.24.G SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT AREA, IN THE RD TWO FAMILY RESIDENTIAL DISTRICT, FOR LOT 7, BLOCK 4, SADDLEBROOK ADDITION, LOCATED AT 4307 BROOKHOLLOW DRIVE

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

- Sec. 1. THAT the variance to allow for the lot area to be 17,320 square feet, in the RD Two Family Residential district located at 4307 Brookhollow Drive (the "Property"), as depicted in Exhibit "A" and Exhibit "B" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 8th DAY OF OCTOBER 2025.

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

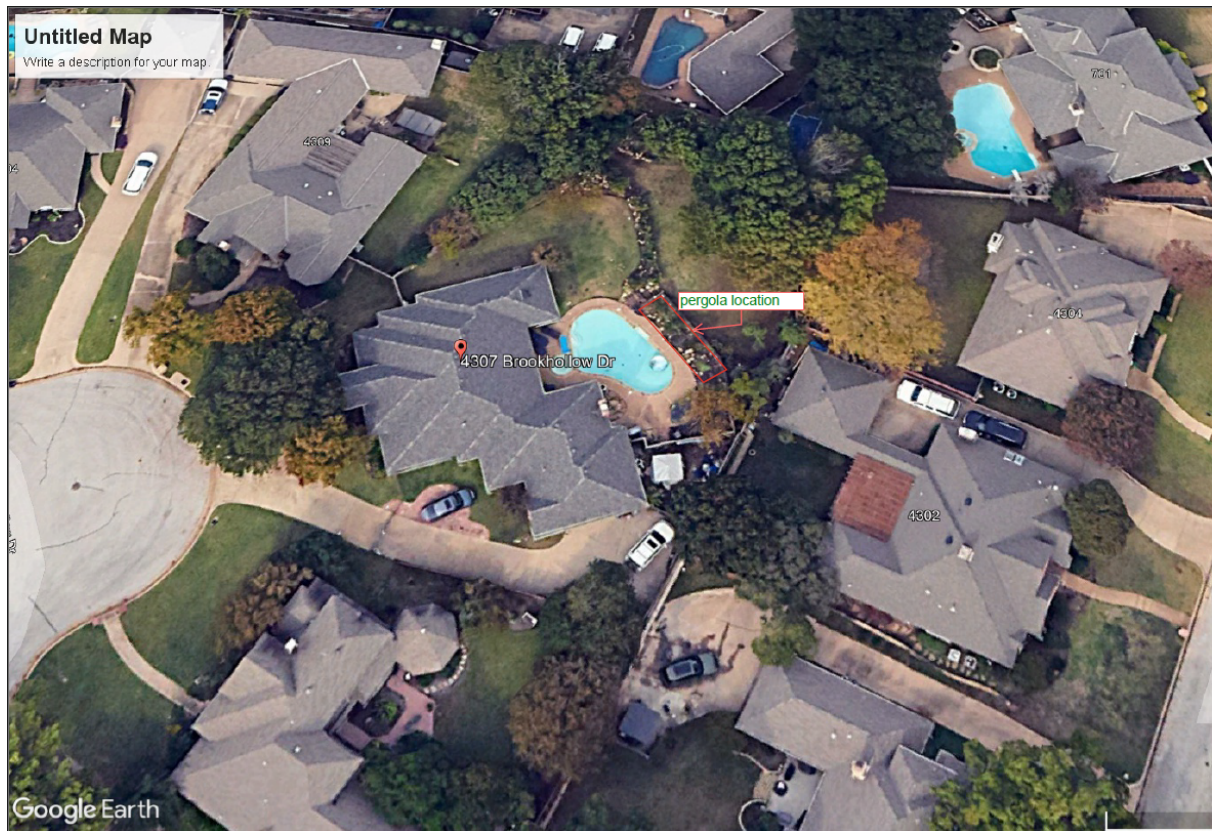
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "B"





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c

Agenda Date 10/8/2025

Number Resolution R-25-5081

Type Resolution

Department City Manager

Title

A resolution denying Oncor Electric Delivery Company LLC's application to change rates within the City

Explanation

Reading and Public Hearing

On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about \$7.90 per month.

On July 15, 2025, the City Council approved a resolution suspending Oncor's rate request from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of this Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas ("PUC") where the appeal will be consolidated with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.

Financial Impact

Denial of the rate increase will stop an increase to residential lots.

Recommendation

Approve

Attachments

1. Resolution R-25-5081

RESOLUTION R-25-5081

A RESOLUTION OF THE CITY OF COLLEYVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY IS DENIED

WHEREAS, the City of Colleyville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues, for which the Company asks the City to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive and the Steering Committee's members and attorneys recommend that members deny the Application.

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

- Sec. 1. THAT the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and are denied.
- Sec. 2. THAT the Company shall continue to charge its existing rates to customers within the City.
- Sec. 3. THAT the City's reasonable rate case expenses shall be reimbursed in full by Oncor.

Sec. 4. THAT it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 8TH DAY OF OCTOBER 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

RESOLUTION R-25-5082

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
OCTOBER 8, 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 8TH DAY OF
OCTOBER 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