



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, OCTOBER 21, 2025

WORKSESSION

5:30 PM

**EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Overview of Texas Tree Trail
- WS-2** Recreation Center and Senior Center Update
- WS-3** Discussion of the water tower logos
- WS-4** Discussion of the October 21, 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: Compass Church

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-25-5083**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
Presentation of a donation by the Colleyville Garden Club to the City for landscaping at Colleyville Center - Mayor Bobby Lindamood and the Colleyville Garden Club
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5084**
 - 4a** Approval of the minutes of the regular City Council meeting of October 8, 2025
 - 4b** Approval of a Construction Services Agreement with Smith Lawn and Tree, LLC., in an amount not to exceed \$81,785, for the south parking lot landscaping and tree planting, and authorizing the City Manager to execute the Agreement
 - 4c** Approval of a Purchase Sale Agreement with CDC Equities, LLC, for the purchase of the City-owned 3.81 acres at 7015 Colleyville Boulevard, and authorizing the City Manager to execute the Agreement
- 5. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 5a** Monthly Financial Report - September 2025
- 6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 6a Ordinance O-25-2347**
An ordinance extending the term of the Tax Increment Financing District (TIRZ), expanding the boundaries, and increasing the project costs
 - 6b 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
 - 6c 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
 - 6d 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

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-25-5085**

Approving an Advanced Funding Agreement with Texas Department of Transportation for Green Ribbon Funding

7b Resolution R-25-5086

Approving an Advance Funding Agreement with Texas Department of Transportation for the purpose of updating the highway-grade railroad crossing signage and pavement markings within the City, and authorizing the City Manager to execute the agreement

8. CITIZEN COMMENTS**9. REPORTS**

May 14, 2025, Sign Board of Appeals Meeting Minutes

September 8, 2025, Planning and Zoning Commission Meeting Minutes

September 22, 2025, Planning and Zoning Commission Worksession Minutes

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, OCTOBER 21, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5087**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Wednesday, October 15, 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 10/21/2025

Type Worksession

Department Parks and Recreation

Title

Overview of Texas Tree Trail

Explanation

This presentation will introduce a project that was identified by the Tree Board as a unique opportunity to add trees to the open space behind the Senior Center. The Tree Board was tasked with identifying areas throughout the City to strategically install trees, including in parks, medians, and right of way. The proposed Texas Tree Trail plan will highlight a variety of Texas trees throughout the trail and will provide an opportunity to educate trail users with signage which will provide information on the variety of trees. The strategic placement of the trees along the trail will provide peaceful and shaded sitting areas throughout the trail. The Texas Tree Trail can be a destination utilized and enjoyed by all ages.

Attachments

1. Texas Tree Trail presentation



City Council Worksession
October 21, 2025



- Tree Board was originally established on Dec. 15, 1998 (Ordinance O-98-1130)
- Board membership and responsibilities revised by Resolution R-24-4987 on November 6, 2024
- Meets as needed (advisory)
- Members include: one member from the City Council, one member from the Parks and Recreation Advisory Board, a City staff arborist, and a Colleyville resident.

Tree Board Projects/Initiatives:

- Establish tree installation and maintenance standards
- Develop the parkway tree grant program, criteria, grant amounts, etc.
- Evaluate where the City should add trees in City Parks
- Prioritize the area of new tree plantings

Tree Board Recommendation:

- Open space behind the Senior Center
- Texas Tree Trail

Senior Center Open Space



- Nine acres of open space
- Multi-use trail (.5 mile)
- WWII memorial
- Practice backstop
- Satellite tower
- OC Taylor Elementary School (North)
- Fire Station #2 (Northeast)

*Prior to the Recreation Center open space, this was the last parcel of park land to develop for the City.

The Trail

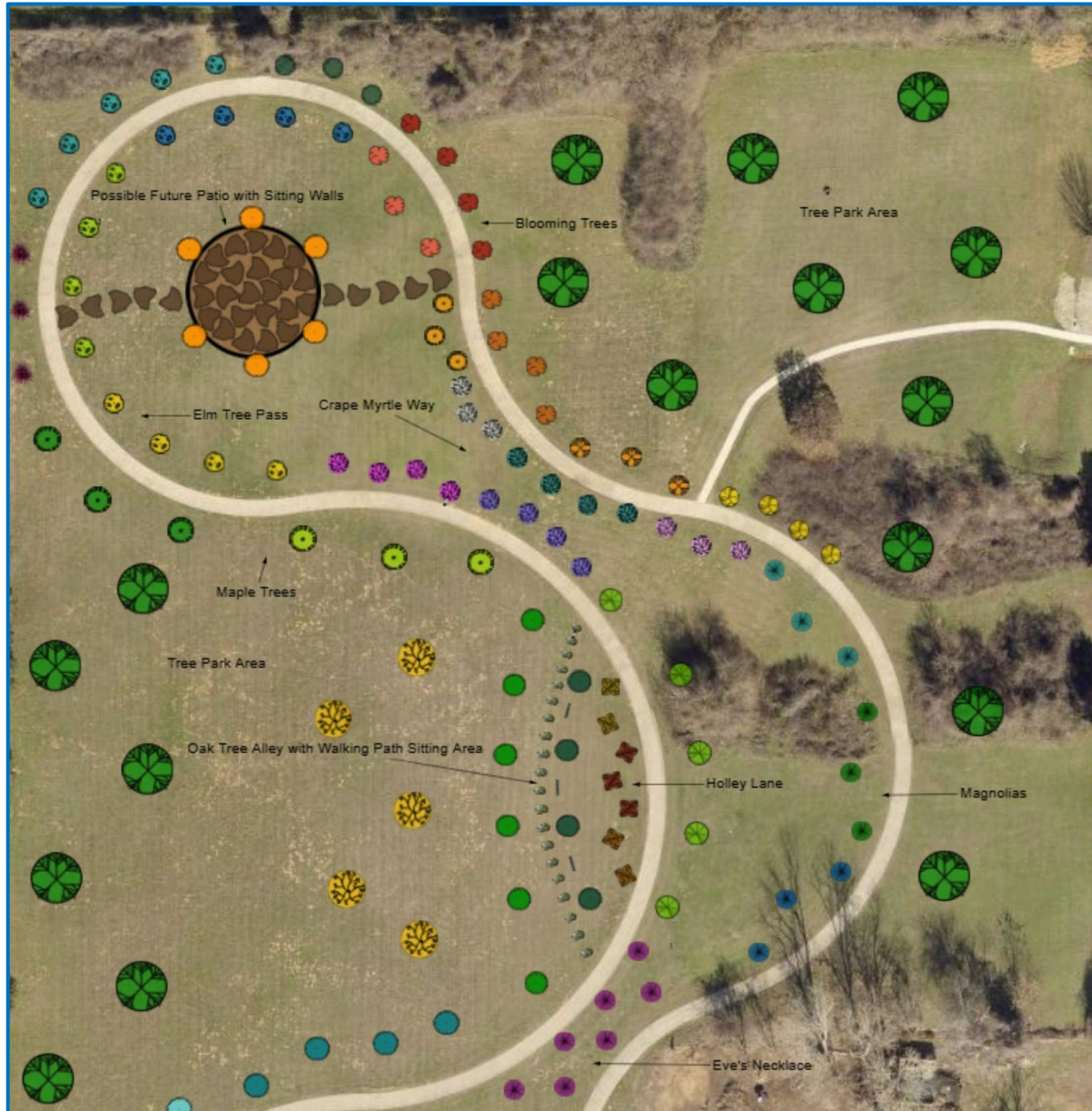


Southern Aspect of the Trail



- Piney Woods of East Texas under story trees
 - Loblolly Pine
 - Dogwood
 - Forest Pansy Redbud
 - Saucer Magnolia
- Golden Rain Trees
- Texas Persimmon
- Montezuma Cypress Trees
- Chinese Pistache
- Texas Ash
- Mexican Buckeye
- Vitex
- Bur Oak Trees
- Chinkapin Oak Trees

Northern Aspect of the Trail



- Eve's Necklace
- Pin Oaks
- Live Oaks
- Saw Tooth Oaks
- Possumhaw Holly
- Yaupon Holly
- American Holly
- White Oaks
- Muskogee Crape Myrtle
- Tuscarora Crape Myrtle
- Snow Crape Myrtle
- William Toovy Crape Myrtle
- Candy Cane Crape Myrtle
- Shantung Maple
- Big Tooth Maple
- Lacebark Elm
- Cedar Elm
- American Elm
- Winged Elm
- Texas Mountain Laurel
- Texas Redbud
- Oklahoma Redbud
- Desert Willow
- Mexican Redbud
- Honey Mesquite
- Mimosa
- Teddy Bear Magnolia
- DD Blanchard Magnolia
- Little Gem Magnolia

- Funding has been allocated in the FY26 CIP for the irrigation and initial tree installation.
- Larger and more substantial trees, such as oaks and elms, will be installed first.
- The tree trail should take three to five years to complete the desired plan.
- Looking for approval to proceed with the trail



Questions & Discussion



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 10/21/2025

Type Worksession

Department Parks and Recreation

Title

Recreation Center and Senior Center Update

Explanation

This presentation will highlight the first full year that both the Recreation Center and Senior Center were open to the public after renovations to both facilities. The Colleyville Senior Center was completely renovated and opened in January 2024, while the Colleyville Recreation Center was renovated from a Church to a full recreation center with two gymnasiums, classrooms, a group fitness room, a game room, and a multi-use room. The Recreation Center opened in August 2024. The presentation will portray a year of success and celebration for both facilities, and for the City of Colleyville.

Attachments

1. Recreation Center and Senior Center presentation



COLLEYVILLE RECREATION & SENIOR CENTER

A Year Of Success & Celebration

City Council Work Session
October 21, 2025





Colleyville Senior Center opened following renovations in January 2024



Colleyville Recreation Center opened August 2024 to rave reviews!



“We have a great Colleyville Rec Staff! The dedication and passion they show reflects in the smiles of everyone they interact with.”

Scotty Richardson, Deputy Mayor Pro Tem

THE TEAM



**Brittany Strickland
Jessica Thompson**



**Colleyville Recreation
Center Administration**

- Recreation Center operations
- Staffing & scheduling
- Procurement
- Budget
- Contract oversight
- Marketing
- Manages
ParksAndRec@Colleyville.com

**Cody Ashton
Torie Gallagher**



**Colleyville Senior Center
Team**

- Senior Center operations
- Educational programming
- Fitness programming
- Day trips
- Senior special events
- Senior sponsorships
- Contract oversight
- Procurement
- Budget
- Marketing

**Elisha Davis
Matthew Morrison**



Sports Team

- Tennis classes & leagues
- Pickleball classes & leagues
- 5v5 adult basketball
- Ping pong
- Therapeutic Rec
- Homeschool programming
- Youth basketball leagues
- Youth volleyball leagues

**Madison Morgan
Ralph Alvarez**



**Camps, Adult & Youth
Programming, and Events**

- Summer & holiday camps
- Special events planning
- Sponsorships
- Sand & adult volleyball
- Marketing
- Brochure design
- Facility booking
- Fitness programming
- Customer feedback

COLLEYVILLE SENIOR CENTER



**CENTER
VISITS**

Over 13,000 Visitors



MEMBERS

Over 800 Members
11,000+ Membership Scans



**PROGRAM
TOTALS**

256 Individual Programs Held
3,850 Participants Served



TRIPS

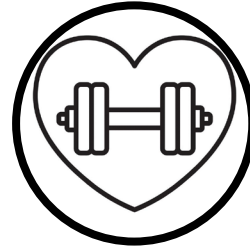
29 Day Trips Held
310 Day Trippers



**METROPORT
MEALS ON WHEELS**

24 Congregate Meals Held
Serving 2,015 Lunches
80+ Seniors Served each Lunch

COLLEYVILLE SENIOR CENTER



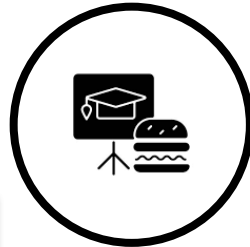
FITNESS

693 Participants
11 Instructor-led Classes per Week



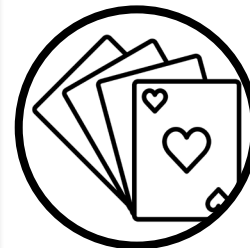
SPECIAL EVENTS

6 Spotlighted Special Events
Approx. 300 Attendees



SPECIAL INTEREST

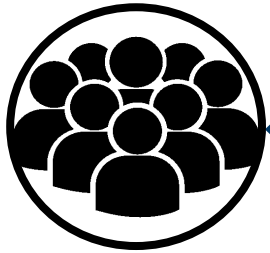
325 Attendees
35 Lunch & Learns and Pop-Up Classes



GAMES

5 Unique Game Groups
26 Monthly Game Times

COLLEYVILLE RECREATION CENTER



**CENTER
VISITS**

Over 77,000 Visitors



MEMBERS

2,300+ Members
7,900 Membership Scans



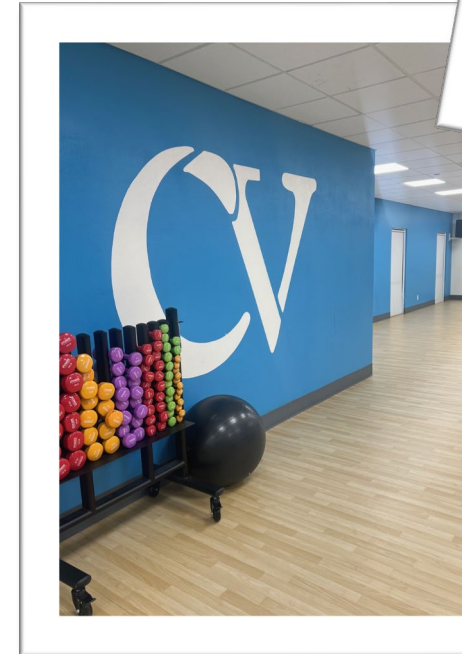
**GUEST
PASSES**

800+ Guest Passes Acquired

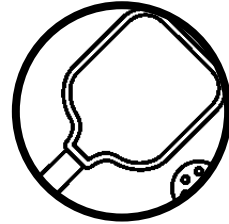


MARKETING

Over 31,000 Recreation Sensation
& Active Adult Brochures
Distributed Annually



RECREATION PROGRAMMING



PICKLEBALL

230 Learn-to-Play Participants
Indoor Averages 60 Weekly Players
3,200+ Outdoor Court Bookings



ADULT SPORTS

900+ 5v5 Basketball Players
450 Adult Volleyball Players



PING PONG

350 Learn-to-Play Participants
Average 40 Adult Players 2x Week



HOME SCHOOL PROGRAMMING

528 Participants
50+ Attending Monthly

RECREATION PROGRAMMING



PROGRAM TOTALS

857 Individual Programs Held
12,205 Participants Served



SUMMER CAMPS

52 Summer Camps Held
968 Participants



SPECIAL EVENTS

Winter Ball, Bunny Brunch & Lunch,
Junior Anglers, Parents Night Out!
1025 Attendees



FACILITY BOOKINGS

97 CV Non-profit Groups
1700 Attendees



RECREATION PROGRAMMING



THERAPEUTIC RECREATION

IGNITE Abilities Partnership

205 Participants

Average 18 *Contagious Smiles* 2x Week



SAND VOLLEYBALL

69 Teams

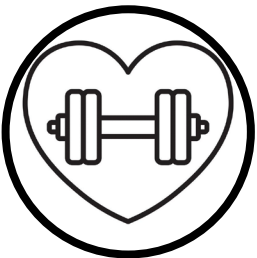
520 Players



YOUTH LEAGUES

Basketball – 35 Teams, 296 Players

Volleyball – 83 Teams, 820 Players



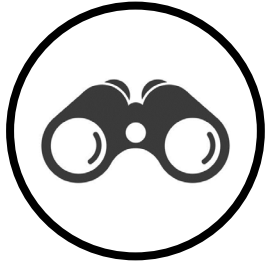
FITNESS

752 Participants

21 Instructor-led Classes per Week



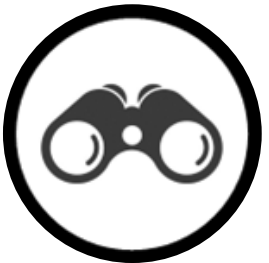
COLLEYVILLE RECREATION DIVISION OPPORTUNITIES



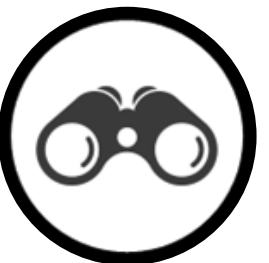
Combine resident memberships to encourage crossover facility use.



Investigate current outdoor court rental processes to determine best ways to meet the ever-growing demand.



Increase social media presence beyond advertising programming registration timelines. Spotlight department amenities and services.



Focus on programming to increase foot traffic within the facilities.

Questions and Discussion



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 10/21/2025

Type Worksession

Department Public Works

Title

Discussion of the water tower logos

Explanation

This item provides for discussion and clarification of the logos to be used on the Hall-Johnson and McPherson water tower.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 10/21/2025

Type Worksession

Department City Secretary

Title

Discussion of the October 21, 2025, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 10/21/2025

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

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Attachments

RESOLUTION R-25-5083

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF OCTOBER 21, 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 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
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 3

Agenda Date 10/21/2025

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Presentation of a donation by the Colleyville Garden Club to the City for landscaping at Colleyville Center - Mayor Bobby Lindamood and the Colleyville Garden Club

Attachments

RESOLUTION R-25-5084

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF OCTOBER 21, 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 October 8, 2025
 - b. Approval of a Construction Services Agreement with Smith Lawn and Tree, in an amount not to exceed \$81,785, for the south parking lot landscaping and tree planting, and authorizing the City Manager to execute the Agreement
 - c. Approval of a Purchase Sale Agreement with CDC Equities, LLC, for the purchase of the City-owned 3.81 acres at 7015 Colleyville Boulevard, and authorizing the City Manager to execute the Agreement

AND IT IS SO RESOLVED.

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
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

WEDNESDAY, OCTOBER 8, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Wednesday, October 8, 2025, at 5:30 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Community Development Director Ben Bryner, Public Works and Parks and Recreation Director Lisa Escobedo, Economic Development Chelsea Rose, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of lot coverage and impervious coverage regulations

Community Development Director Ben Bryner presented this item for consideration. He reviewed the lot coverage and impervious coverage definitions and noted there have been more recent cases requesting a variance, which he believes is due to the single-story building trend. Director Bryner stated the impervious coverage regulations are designed to protect green space. He reviewed several options for revisions, with the recommendation of a 4% increase in lot coverage for accessory building only.

Council and staff discussed several scenarios and directed staff to look at shade structure regulations, in addition to what he has presented and bring back additional information at a future meeting.

WS-2 Discussion of flag poles at the gateway towers

Assistant City Manager Mark Wood brought forward renderings of flag poles at each of the gateway towers, which were designed by MESA. Three flag poles for the American, Texas, and City flags would be placed at each location.

There was Council discussion regarding the redundancy of a City flag at each location, and the flags located across from the Main Street towers.

City Council does not want flags across from Main Street and chose a new City flag design with a blue field, the CV monogram, and a cursive style Colleyville underneath.

WS-3 Discussion of the October 8, 2025, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 5:59 p.m. and called the Executive Session to order.

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

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

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

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

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

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

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

**INVOCATION: 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

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

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

Mayor Lindamood and the City Council welcomed Steven Dotson, DC, his family and associate for a proclamation presentation recognizing National Chiropractic Health Month. Mr. Dotson spoke passionately regarding the benefits of chiropractic health and pain management and thanked the Mayor and City Council for the proclamation.

Aayan Barot, Colleyville, representing the BAPS Shri Swaminarayan Mandir in Irving, invited the Mayor and City Council to attend the October 21, 2025, Diwali" event, also known as the Festival of Lights.

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

- 4a** Approval of the minutes of the 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

Mayor Lindamood read Resolution R-25-5078 in its entirety.

Public Works and Parks and Recreation Director Lisa Escobedo presented items 4b. through 4h. Each of the items were contract renewals except for the Colleyville Center Window Replacement Project.

There was discussion of the lettering and monogram on the tower for item 4c. and a Council request to secure information regarding the Colleyville Center window warranty.

Mayor Lindamood stated item 4i. provides for City Council to nominate candidates to the Tarrant Appraisal District Board of Directors, with an election which will be conducted in December.

Mayor Lindamood opened and closed the public hearing without speakers.

Mayor Pro Tem Elder made a motion to approve Resolution R-25-5078, nominating Michael Alfred for the TAD Board of Directors, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – 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.

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

Mayor Lindamood read the caption of Ordinance O-25-2347.

Assistant City Manager Mark Wood gave an overview of the TIF and the direction to extend the TIF beyond 2030. Manager Wood noted this is not a new tax, it is incremental taxes collected which will fund projects within the zone. He then introduced Natalie Ayala, the City's TIF Consultant.

Ms. Ayala reviewed the proposed 2025 amendment, boundaries to be added, the estimated new taxable value through 2035, and proposed projects.

There was discussion regarding the performance of the 1998 original TIF, and when asked Ms. Ayala noted it is common for cities to extend their TIF's.

Mayor Lindamood opened and closed the public hearing without speakers.

This was a first reading with no action taken.

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

Mayor Lindamood read the caption of Ordinance O-25-2348.

Community Development Director Ben Bryner presented this item for a Special Use Permit (SUP) to operate a dog boarding business in the CC-3 Highway Commercial District, which allows the use with an SUP. Director Bryner noted this item will require a super majority vote, as the opposition is 25.43%.

Applicant Chene and Harrison Verrett, were present and answered questions of the City Council, stating there are 34 kennels and the average number of animals for an overnight stay is 15 to 17.

Mayor Lindamood opened and closed the public hearing without speakers.

This was a first reading with no action taken.

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

Mayor Lindamood read the caption of Ordinance O-25-2349.

Community Development Director Ben Bryer presented this request for a Special Use Permit (SUP) 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. The SUP request is to continue the sale of alcohol following a change in ownership.

Mayor Lindamood opened and closed the public hearing without speakers.

This was a first reading with no action taken.

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

Mayor Lindamood read the caption of Ordinance O-25-2350.

Community Development Director Ben Bryner presented this Special Use Permit request to allow for an accessory structure, which exceeds the lot coverage allowed, when combined with the other accessory structure on the property.

There was general discussion of lot and impervious coverage.

Mayor Lindamood opened and closed the public hearing without speakers.

This was a first reading with no action taken.

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

Mayor Lindamood read Resolution R-25-5079 in its entirety.

Community Development Director Ben Bryner presented this request to allow for a three-story administration building on the campus of CrossCreek Church. He stated the total height of 53 feet, exceeds the two story and maximum 35 foot permitted in the CC-1 Village Retail district.

Applicant Zach Tower was present and gave an overview of the project, construction materials, and use.

Mayor Lindamood opened the public hearing.

Tom Logan, Colleyville, spoke in support of the project, but asked City Council to require CrossCreek to provide his residence assistance with drainage.

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

There was discussion regarding the drainage on the property and what would be required at time of permitting.

Councilmember Graves made a motion to approve Resolution R-25-5079, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

Ayes: 7 – 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.

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

Mayor Lindamood read Resolution R-25-5080.

Community Development Director Ben Bryner presented the variance request which would allow for an accessory building. Director Bryner noted the variance is need as the lot is zoned RD Two-Family but must conform to R-20 zoning standards, which requires 20,000 square feet lot area, and this residence has an existing lot area of 17,320 square feet.

Mayor Lindamood opened and closed the public hearing without speakers.

Councilmember Holt Gunderson made a motion to approve Resolution R-25-5080, seconded by Councilmember Raine.

The motion was approved by the following vote:

Ayes: 7 – 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.

6c Resolution R-25-5081

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

Mayor Lindamood read Resolution R-25-5081 in its entirety.

Assistant City Manager Adrienne Lothery presented this item asking Council to deny Oncor's rate increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. Oncor is requesting the City approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates.

Mayor Lindamood opened and closed the public hearing without speakers.

Mayor Lindamood made a motion to approve Resolution R-25-5081, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 7 – 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.

7. CITIZEN COMMENTS

There was no one present wishing to speak.

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

This resolution was not needed.

9. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 9:05 p.m.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 10/21/2025

Number Resolution R-25-5084

Type Resolution

Department Parks and Recreation

Title

Approval of a Construction Services Agreement with Smith Lawn and Tree, LLC., in an amount not to exceed \$81,785, for the south parking lot landscaping and tree planting, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

This project will consist of installing trees and irrigation in the berm of the south parking lot of City Hall. The beautification of this area will help accent the beautiful landscape the Heroes Park project will include, which will be adjacent to the parking lot.

Financial Impact

Funding for this project is from the TIF.

Recommendation

Approve

Attachments

1. Construction Services Agreement

CONSTRUCTION SERVICES AGREEMENT
CITY HALL SOUTH PARKING LOT BEAUTIFICATION

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Smith Lawn and Tree, 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 City Hall South Parking Lot Beautification (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;
 - (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 EIGHTY-ONE THOUSAND, SEVEN HUNDRED AND EIGHTY-FIVE DOLLARS (\$81,785.00) ("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) 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.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damaged will be paid for delay.

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: SMITH LAWN AND TREE, LLC By: _____ Russell Simpler Managing Partner 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> Smith Lawn and Tree, LLC Attn: Russell Simpler, Partner 3200 Handley Ederville Rd Richland Hills, Texas 76118 E: russell@smithdfw.com

GovDox Colleyville Contract ID:
CSA_pk_October 21, 2025_Rev20230112



Proposal #14306

Date: 7/30/2025

Customer:

Lisa Escobedo
100 Main St
Colleyville, TX 76034

Property:

City of Colleyville
100 Main St
Colleyville, TX 76034

South Parking Lot Tree Planting And Irrigation

Tree Planting

- *Deliver and Install the following*
 - 13 - 200 gallon Live Oaks
 - 11 - 45 gallon Vitex
 - 8 - 100 gallon Tree Form Eagleston or Savannah Holly
 - 8 - 45 gallon Yaupon Tree
- *All trees to be deep watered in upon planting*
- *Haul off of Excess Soil*
- *Install 3 T Post Stakes and Wire to Each Tree*
- *Install Pecan Shell Mulch Rings around Trees*

Irrigation Installation

- *Tie on to New Meter/Double Check Provided by city*
- *Install 2 Bubblers zones (1 for larger trees, and 1 for smaller trees)*
- *Install 2 - 4" Heads with String Bubblers on Each Tree*
- *Install Galvanized Post and Mount Hunter Hybrid Controller with Rain Sensor and Solar Panel*

Landscape Enhancement Proposal

Landscape Installation

Items	Quantity	Unit
Labor - Enhancement	210.00	HR
OAK live 200g	13.00	200G
VITEX 45g 45g	11.00	45G
PATIO HOLLY-eagleston 100g 100	8.00	100G
HOLLY yaupon 45g	8.00	45G
T-post Stakes	120.00	ea
Pecan Shell Mulch	2.00	cuyd
Delivery	3.00	ea

Landscape Installation: \$76,500.00

Irrigation Installation**Irrigation Repair**

Items	Quantity	Unit	
Labor - Irrigation	17.40	HR	
Hunter XCH 6 Station Hybrid Controller	1.00	ea	
Head Repair 4"	80.00	ea	
Irrigation Misc Fittings	400.00	Dollars	
Irrigation Repair :			\$5,285.00

Subtotal	\$81,785.00
Estimated Tax	\$0.00
Total	\$81,785.00

Terms & Conditions

We will dispose of all Trimming Debris unless otherwise Noted

All work will be done in compliance with the ANSI A300 Pruning Standards

TXIRRLI#17503

Billing: Our billing terms are net 30 from date on invoice

I understand and agree that all verbal promises (specification and installation details) are contained within the scope of this attached proposal. Payment: Project balance is due within 30 days of invoice upon each phase of project if applicable. In the event that a service is not completed or material is not available at time of installation, that item (or items) will be considered a change order and deducted from the invoice amount and contract. Smith Lawn and Tree will make every reasonable attempt to locate and avoid damages to above and underground utilities, cable, wiring, etc. We will not be held responsible for damage to any and all private or unmarked buried utility or cables during work progress. The owner is responsible for moving any personal items in the work area before work commencement date. Smith Lawn and Tree is not responsible for damage to any item if asked to transport them or if unable to move the item(s). During movement of items on-site and transport to site location, we are not responsible for damage to turf or hardscape surfaces. The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above. In the event that payments are not made according to the above terms and specifications, I agree to pay all legal fees required to collect any outstanding balances should I not meet the terms of this contract. Owners/Client mentioned on proposal hereby grant contractor a mechanic's lien, if applicable, against the property to secure payment for all labor and materials furnished by contractor here-under.

Warranty Specifications

All woody plants and shrubs installed by Smith Lawn and Tree will be guaranteed for a period of 90 days from installation date. Trees will be guaranteed for a period of 1 Year from installation date. Annual color plantings, perennials, transplanted items and sod are not guaranteed. If there is an issue with the quality or appearance of any material, Smith Lawn and Tree must be notified within 24 hours of Installation.

Plants and Trees will NOT be warrantied under the following conditions: drought and water restrictions limiting the amount of watering needed to establish new shrubs and trees, owner negligence, vandalism or human error from vehicles, pets, etc., acts of God including freeze, flooding, tornado, high wind, storm damage or anything else out of our control.

Plants that have died during the warranty period will be replaced one (1) time only. Replacements are not covered with an additional guarantee, thus ending all warranty work.

Thank you for giving us the opportunity to bid for your business. We have been in the industry since 1997 and have established a reputation for quality and integrity. We look forward to serving you!

By _____

Russell Simpler

Date 7/30/2025

Smith Lawn and Tree

By _____

Date _____

City of Colleyville



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 10/21/2025

Number Resolution R-25-5084

Type Resolution

Department City Manager

Title

Approval of a Purchase Sale Agreement with CDC Equities, LLC, for the purchase of the City-owned 3.81 acres at 7015 Colleyville Boulevard, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

Approval of this item provides for the City to enter into a Purchase Sale Agreement with CDC Equities, LLC, for the sale of the 3.81 acres of City-owned property at the southeast corner of John McCain Road and Colleyville Boulevard. CDC Equities plans to develop the property as Garages of America, with office and restaurant space. Closing on the property is subject to the purchaser obtaining City approved PUD zoning for the intended property improvements. The inspection period specified in the contract is 180 days.

Financial Impact

This property is potentially being sold for over \$2.4 million.

Recommendation

Approve

Attachments

1. Agreement of Purchase and Sale - 3.81 Acres - CDC Equities, LLC

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made and entered into as of this ____ day of October, 2025 (the "Effective Date"), by and between **CITY OF COLLEYVILLE**, a Texas home-rule municipality ("Seller"), and **CDC EQUITIES, LLC**, a Texas limited liability company, or its assigns ("Purchaser").

WITNESSETH:

In consideration of the mutual agreements contained herein, the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, approximately +/- 3.809 acres of unimproved land located in Colleyville, Tarrant County, Texas, the Property (hereinafter defined), for the Purchase Price (hereinafter defined) and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE 1

Definitions; Purchase Price

Section 1.01 Definitions. As used in this Agreement, the terms listed below, when they appear with their initial letters capitalized, shall have the following meanings unless the context in which they occur requires otherwise:

- (a) "Agreement" means, and the words "herein," "hereof," "hereunder," and words of similar import, shall refer to, this Agreement of Purchase and Sale.
- (b) "City" means the City of Colleyville, Texas.
- (c) "Closing" means the consummation of the purchase of the Property by Purchaser from Seller in accordance with the terms and provisions of Article 3, which Closing shall be coordinated through the offices of the Title Company.
- (d) "Closing Date" means the date which is thirty (30) days after the end of the Inspection Period, as extended or such earlier or later date as may be mutually agreed to by Seller and Purchaser.
- (e) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- (f) "Development Agreement" means the agreement between Seller and Purchaser (or its permitted successors or assigns) setting forth the terms and conditions related to development of the Land with the Proposed Improvements in conformance with PUD Zoning Ordinance and the Development Plan.
- (g) "Development Plan" means Purchaser's plans and specifications for the Proposed Improvements, as approved by the City, in conformance with all applicable Governmental Regulations, including the PUD Zoning Ordinance.
- (h) "Escrow Deposit" means the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) in immediately available funds which shall be delivered by Purchaser to the Title Company within three (3) business days following the Effective Date. The Escrow Deposit shall be invested in one or more federally insured money market account(s) or similar interest-bearing account(s) as specified by Purchaser. Interest on earnings on the Escrow Deposit shall accrue for the benefit of Purchaser.

(i) "Governmental Regulations" means any and all federal and state laws, ordinances, rules, regulations, statutes, building codes and other matters of all governmental authorities having jurisdiction over the Property and/or any certificate of need, license, or other approval required in order to use and operate the Property for the Proposed Improvements.

(j) "Independent Consideration" means the sum of \$50.00, which amount Seller and Purchaser bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement. Purchaser shall pay the Independent Consideration to Seller upon the full execution of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is nonrefundable and shall be retained by Seller notwithstanding any other provision of this Agreement.

(k) "Inspection Period" means the period commencing on the Effective Date and expiring at the closing of business one hundred eighty (180) days from the Effective Date.

(l) "Land" means the tract(s) or parcel(s) of real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, easements, rights of way, privileges, and other appurtenances pertaining thereto, including any right, title, and interest of Seller in and to any strips and gores, streets, alleys, roads, or rights-of-way abutting or adjacent to or within the specifically described real property and all oil, gas, water and mineral (including both hydrocarbons and other minerals) rights and shares of stock pertaining to water or water rights, whether or not appurtenant thereto, owned by Seller or any affiliate of Seller, ownership of which affects the Land. In addition, the Land shall also include any structures, buildings, improvements, machinery, fixtures, and equipment owned by Seller and affixed or attached to the Land.

(m) "Permitted Exceptions" means those exceptions or conditions to title to the Property set forth in the Survey (hereinafter defined) or the Title Commitment to which Purchaser does not timely object, or to which Purchaser shall timely object in accordance with the provisions hereof and which objections are waived by Purchaser as herein specified in Section 2.06.

(n) "Person" means any individual, corporation, partnership (general or limited), joint venture, limited liability company, firm, trust, unincorporated association, joint stock company, government, municipality, political subdivision or agency, or any other entity.

(o) "Personal Property" means all items of tangible and intangible personal property, if any, affixed or attached to or used in connection with the Land, including all site plans, title commitments and policies, surveys, geological and environmental and soils studies and reports, market studies and surveys and reports, architectural renderings and models, plans and specifications, engineering plans and studies, floor plans, landscaping plans and other similar plans and diagrams relating thereto.

(p) "Property" means the Land and the Personal Property.

(q) "Proposed Improvements" means a garage condominium, flex warehouse, office showroom facility, and restaurant to be constructed by Purchaser on the Land in accordance with Purchaser's plans and specifications.

(r) "PUD Zoning Ordinance" means the final, approved planned unit development zoning ordinance, together with all replats, and any other entitlements for the Land related to the Proposed Improvements.

(s) "Purchase Price" means Two Million Four Hundred Eighty-Eight Thousand Eight Hundred and 60/100 Dollars (\$2,488,800.60), payable by Purchaser in cash at the Closing.

(t) "Title Commitment" means the Commitment for Owner's Title Insurance Policy issued by the Title Company in accordance with the terms and provisions of Section 2.01.

(u) "Title Company" means Title Partners, 5501 LBJ Freeway, Suite 200, Dallas, Texas 75240, Attention: Dan Lorimer, 214/987-6789, email: dan.lorimer@titlepartnersllc.com

(v) "Title Policy" means the Owner's Title Insurance Policy issued by the Title Company in accordance with the terms and provisions of Section 2.02.

Section 1.02 Purchase Price for the Property. The Purchase Price shall be payable by Purchaser to Seller through the Title Company by wire transfer in accordance with wiring instructions furnished by Seller. The Purchase Price shall be subject to the prorations and adjustments provided for in this Agreement.

Section 1.03 Insufficiency of Legal Description. Seller and Purchaser acknowledge that the legal description contained in this Agreement may be or is technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Purchaser confirm to one another that, notwithstanding said insufficiency, they desire to proceed to create this Agreement and obtain a survey at a later date. Therefore, since the parties are desirous of executing this Agreement and to herein provide certain rights to demand and successfully enforce performance and insure such rights are not precluded due to the legal description of the Property which is the subject hereof, Seller and Purchaser agree that (a) they are experienced in transactions of the nature provided for in this transaction; (b) that, in fact, they specifically are familiar with the location of the Property that is the subject of this Agreement; and (c) each hereby waives any and all rights in a cause of action for performance hereunder to claim that performance should not or cannot be deemed, ordered or enforced for want of a legally sufficient and enforceable description of the Property that is the subject of this Agreement.

ARTICLE 2

Title and Survey; Approval of Documents; Inspections; Conditions

Section 2.01 Title Commitment. Within twenty (20) days after the Effective Date, Seller, at Seller's sole cost and expense, shall obtain a current Title Commitment, together with copies of all instruments referred to as exceptions to title. The Title Commitment shall set forth the state of title to the Land, together with all exceptions or conditions to such title, including all easements, restrictions, rights-of-way, covenants, reservations, and all other liens or encumbrances affecting the Land which would appear in an owner's title policy, if issued. The Title Commitment shall contain the express commitment of the Title Company to issue the Title Policy to Purchaser in the amount of the Purchase Price insuring such title to the Land as is specified in the Title Commitment, with the standard printed exceptions endorsed or deleted in accordance with Section 2.02.

Section 2.02 Title Insurance Policy Covering the Property. At the Closing, Seller, at Seller's sole cost and expense, shall cause the Title Policy to be furnished to Purchaser on the current ALTA Form B Owner's Policy or equivalent in the state in which the Property is located. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price, and shall insure good and marketable title to the Land in Purchaser and contain no exceptions to title other than the standard printed exceptions (provided that the exception for restrictive covenants shall be endorsed "None of Record" or state specifically the restrictive covenants encumbering the Property, the exception for taxes shall be limited to the year in which the Closing occurs and shown as "Not Delinquent", any exception for those items which a current survey would disclose shall be deleted, and any exception for mechanics' and materialmen's liens shall be deleted), and the Permitted Exceptions. There shall be no exceptions permitted for visible and apparent easements or roads and highways (with the exception of public roads abutting the Land), or parties in possession. The Title Policy shall contain no general exceptions. Seller shall deliver to the Title Company such affidavits, indemnities or other instruments as may be required by the Title Company to obtain such endorsements and deletions.

Section 2.03 Survey. Within thirty (30) days after the Effective Date, Seller, at Seller's sole cost and expense, shall obtain a current (or recertified) plat of survey (the "Survey") of the Land, prepared by a land surveyor duly licensed in the state in which the Property is located and acceptable to Purchaser and the Title Company. The

legal description set forth in the Survey shall be substituted for the description of the Property set forth herein and such substituted legal description shall be used in the Deed (hereinafter defined) and other documents to be delivered by Seller to Purchaser or the Title Company at Closing. The Survey shall at a minimum:

- (a) set forth an accurate metes and bounds description of the Land;
- (b) locate all existing easements (setting forth recording information with respect to recorded easements and locating recorded easements per the legal description contained therein), alleys, streets, and roads which are within or abut one or more of the exterior boundary liens of the Land;
- (c) show any encroachments onto the Land from any adjacent property, any protrusions from the Land onto adjacent property, and any encroachments into any easement or restricted area within the Land;
- (d) locate any improvements on the Land (such as power lines, fences, and the like);
- (e) locate all dedicated public streets or other roadways providing access to the Land; and
- (f) locate all set-back lines and similar restrictions covering the Land.

The Survey shall contain the surveyor's certification to Purchaser and the Title Company that the Survey was made on the ground and is correct, that there are no visible discrepancies, conflicts, encroachments, or overlapping of improvements except as shown on the Survey, that the Survey is a true, correct, and accurate representation of the Land, and that no part of the Land lies within a flood plain, flood prone, or flood risk area (whether pursuant to the Flood Disaster Act of 1973, as amended, or otherwise), and such other matters as may be reasonably required by the Title Company or Purchaser.

Section 2.04 Review of Survey and Title Commitment by Purchaser. Within the Inspection Period, Purchaser shall review the Title Commitment, the copies of the exception documents, and the Survey, and deliver to Seller such objections as Purchaser may have to anything contained or set forth in the Title Commitment, the copies of the exception documents, or the Survey. Any objection made to Seller by Purchaser's counsel within such time period shall be deemed an objection by Purchaser. Any matters to which Purchaser does not so object within such period shall be deemed to be Permitted Exceptions.

Section 2.05 Seller's Right To Cure Purchaser's Objections to Title. If Purchaser delivers objections to Seller in accordance with Section 2.05, then Seller shall have until the expiration of ten (10) days following delivery of Purchaser's objections to advise Purchaser in writing of its election to cure or refuse to cure such objections (the "Election Notice"). In the event that Seller shall fail to timely deliver the Election Notice, Seller shall be deemed to have agreed to cure Purchaser's objections on or before Closing. In the event Seller timely delivers an Election Notice which indicates Seller's refusal to cure Purchaser's objections, Purchaser may either waive such objections and close the transaction contemplated hereby or terminate this Agreement by notice delivered to Seller on or before the expiration of fifteen (15) days following receipt of Seller's Election Notice.

Section 2.06 Additional Items Furnished to Purchaser. Within ten (10) days after the Effective Date, Seller shall furnish to Purchaser true, correct, complete, and legible copies of all of the items listed on Exhibit "B", and shall promptly furnish to Purchaser any modifications, supplements or updates to any such items through the Closing Date.

Section 2.07 Purchaser's Right of Inspection. From the Effective Date through the Closing Date, Purchaser shall have reasonable access to the Property, either personally or by authorized agent or contractor, to inspect the Property, including the physical condition thereof, and to conduct environmental and other inspections. Purchaser, at Purchaser's sole cost and expense, and in its sole discretion, may obtain the following:

- (a) An environmental site assessment of the Property;
- (b) A geotechnical report including taking a core sample of the site; and

- (c) Other site assessments as needed.

In the event of such entry by Purchaser or its agents or contractors, Purchaser shall indemnify and save Seller harmless from loss or damage resulting from such entry, unless (i) such loss or damage is caused by the negligence of Seller or (ii) the loss or damage is attributable to the discovery by Purchaser of Hazardous Materials (as hereinafter defined) or similar material not placed upon or discharged onto the Property by Purchaser..

Section 2.08 Termination. If Purchaser determines, in Purchaser's sole and absolute discretion, that Purchaser does not desire to purchase the Property, Purchaser shall be entitled to terminate this Agreement by written notice to Seller of such election to terminate on or prior to the expiration of the Inspection Period (as extended). If Purchaser terminates this Agreement in accordance with this Article 2, Purchaser shall receive a full refund of the Escrow Deposit, together with all interest earned thereon, and thereafter Seller and Purchaser shall have no further obligations or liabilities hereunder, one to the other.

ARTICLE 3

The Closing Date and the Closing; Obligations of Purchaser and Seller with Respect Thereto

Section 3.01 The Closing and the Closing Date. The purchase of the Property contemplated by the terms and conditions of this Agreement shall be consummated at the Closing to be held on the Closing Date. In the event the Closing Date specified is not a business day, the Closing shall be held on the business day next following such date.

Section 3.02 Conditions Precedent. Purchaser's obligation to purchase the Property or otherwise perform any obligations provided for in this Agreement is conditioned upon the occurrence of the following conditions on or before the Closing Date:

(a) Purchaser shall have applied for and obtained final approval of the PUD Zoning Ordinance and delivered the executed Development Agreement to City.

(b) The Governmental Regulations applicable to the Property shall permit the development, operation and use of the Proposed Improvements ("Legal Compliance"). Seller will reasonably cooperate with Purchaser to obtain such approvals or other action as may be necessary to ensure the Legal Compliance of the Proposed Improvements, provided, that nothing in this Agreement shall create an obligation of City to grant any discretionary approval related to a City permit or regulation, including any approval related to a City building or zoning regulation (including the PUD Zoning Ordinance).

(c) The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date.

(d) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing Date.

(e) The Title Company shall be irrevocably committed to issuing a Title Policy upon Closing insuring ownership of the Property in the name of Purchaser or its nominee or assignee in the amount of the Purchase Price, subject only to Permitted Exceptions.

(f) The Property shall not have been materially affected by any legislative or regulatory change that would prohibit Purchaser from using the Property for Purchaser's intended purpose, or any fire, flood, accident or other materially adverse event.

(g) There shall be no threatened or pending actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof, or relating to or

arising out of the ownership of the Property, in any court or before or by a federal, state, county, municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(h) There shall be no threatened or pending condemnation of any part or portion of the Property and Seller shall not have received any notice concerning any such condemnation.

In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived prior to the Closing Date, Purchaser may terminate this Agreement. In the event of any such termination, Purchaser shall have the remedies set forth in Section 6.01(b).

Section 3.03 Seller's Obligations at the Closing.

(a) At the Closing, Seller shall do the following:

(i) Execute, acknowledge, and deliver to Purchaser a good and sufficient deed (the "Deed") in a form acceptable to Seller and Purchaser, conveying to Purchaser the fee simple title in the Land (in accordance with the legal description shown on the Survey) subject only to the Permitted Exceptions;

(ii) Deliver the Title Policy or an unconditional commitment therefor to Purchaser;

(iii) Deliver the affidavit required by Section 8.07 hereof;

(iv) Credit against the Purchase Price sums required to be so credited pursuant to Section 4.02 hereof;

(v) Deliver to Purchaser and the Title Company satisfactory evidence that all necessary entity or other action on the part of Seller, if any, has been taken with respect to the consummation of the transactions contemplated hereby;

(vi) Deliver to Purchaser and the Title Company a gap affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against adverse matters first appearing in the public records on a date subsequent to the effective date of the Title Commitment and prior to the recording of the Deed required by the terms of this Agreement;

(vii) Deliver to Purchaser a certificate of an authorized person certifying that all of the representations and warranties of Seller contained herein are true and accurate as of the Closing Date; and

(viii) Deliver to Purchaser such other instruments, matters and documents as may be reasonably required by Purchaser or the Title Company as necessary to fully consummate the transaction contemplated hereby.

If Seller fails or is unable to deliver any of the items set forth in this Section 3.03 at the Closing, Purchaser may (i) elect to waive such failure and close the transaction, and/or (ii) exercise any one or more of its options under Section 6.01(b) hereof.

Section 3.04 Purchaser's Obligations at the Closing.

(a) At the Closing, and upon receipt of all items to be delivered to Purchaser under Section 3.03 above, Purchaser shall do the following:

(i) Deliver the Purchase Price in accordance with Section 1.02 hereof.



(ii) Deliver to Seller and the Title Company satisfactory evidence that all necessary entity or other action on the part of Purchaser has been taken with respect to the consummation of the transaction contemplated hereby; and

(iii) Deliver to Seller such other instruments, matters and documents as may be reasonably required by Seller as necessary to fully consummate the transaction contemplated hereby, including the Development Agreement executed by Purchaser in conformance with the approved PUD Zoning Ordinance.

(b) If Purchaser fails or is unable to deliver any items set forth in this Section 3.04 at the Closing, Seller may either (i) elect to waive such failure and close the transaction, or (ii) exercise its remedy under Section 6.02(b) hereof.

Section 3.05 Escrow Closing. Notwithstanding anything herein to the contrary, Purchaser and Seller agree that the Closing shall be accomplished by delivery into escrow with the Title Company of all documents and instruments required to be delivered at Closing, together with the Purchase Price, whereupon the Title Company shall disburse such documents and the Purchase Price in accordance with the terms hereof and such additional escrow instructions as Purchaser and Seller may agree upon consistent with the terms hereof.

Section 3.06 Escrow Deposit. At Closing the Escrow Deposit, together with interest thereon, shall, at Purchaser's option, be returned to Purchaser or applied to the Purchase Price.

ARTICLE 4

Closing Costs; Prorations

Section 4.01 Costs. Costs of closing the transaction contemplated hereby shall be allocated between Seller and Purchaser as follows:

(a) Seller shall pay (i) the premium for the Title Policy (including all charges for the endorsements, coverages and/or deletions set forth in Section 2.02 hereof), (ii) the costs of providing to Purchaser all information reviewed and approved by Purchaser in accordance with Article 2 hereof, including copies of exceptions to title to the Property, (iii) the cost of the Survey, (iv) one-half of any escrow fees or similar charges of the Title Company, (v) any transfer taxes, deed stamps, excise taxes, document taxes, mortgage taxes, intangible taxes, and similar taxes or charges with respect to the transfer of the Property from Seller to Purchaser, and (vi) the costs of obtaining any other items to be delivered by Seller to Purchaser at Closing.

(b) Purchaser shall pay (i) the cost (exclusive of any transfer or similar taxes) of recording the Deed and any other conveyance documents that Purchaser may choose to record, and (ii) one-half of any escrow fee or similar charges to the Title Company.

(c) All other expenses incurred by Seller or Purchaser with respect to the Closing, including attorneys' fees of Purchaser and Seller, shall be borne and paid exclusively by the party incurring same, without reimbursement, except to the extent otherwise specifically provided herein.

Section 4.02 Prorations.

(a) Taxes.

(i) Ad valorem and similar taxes (excluding assessments) for the then current tax period relating to the Property shall be prorated as of the Closing Date. If the Closing occurs before the tax rate is fixed for the then current tax year, the apportionment of taxes shall be made on the basis of the tax rate for the immediately preceding tax year applied to the latest assessed valuation of the Property, and when the tax rate is fixed for

the tax year in which the Closing occurs, Seller and Purchaser hereby agree, one to the other, to adjust the proration of taxes and, if necessary, to refund or pay such sums to the other party as shall be necessary to effect such adjustment. Seller shall promptly reimburse Purchaser for the portion of any and all supplemental taxes hereafter assessed against the Property which are attributable to the period on or prior to the Closing Date. The installments payable for the period ending on the Closing Date of all unpaid assessments, if any, existing as of the Closing Date, whether due and payable before or after the Closing Date, shall be paid by Seller in cash at the Closing to the assessing entity. Any income or other expenses of the Property shall be prorated as of the Closing Date.

(ii) Seller shall be responsible for the payment of any additional ad valorem taxes and interest that become due as a penalty because of:

(A) The transfer of the Property; or

(B) A subsequent change in the use of the Property.

(b) General. Any other items which may be prorated, such as governmental inspection and license fees, rents and other revenues, utility and sewer charges and other similar items, but not insurance, shall be prorated between Seller and Purchaser as of the Closing Date.

(c) Post-Closing Adjustments. Seller and Purchaser agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual payment of expenses or compilation of information upon which such proration or adjustments are to be based, each of them will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller will pay all expenses of the Property on or prior to the Closing Date and Purchaser will pay all expenses of the Property after the Closing Date.

ARTICLE 5

Representations, Warranties, and Covenants

Section 5.01 Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, as follows:

(a) Seller owns the Property and shall convey to Purchaser at Closing good and marketable fee simple title to the Property. There are no leases, licenses, franchises, occupancy agreements, option agreements, rights of first refusal or similar agreements or any other agreements pursuant to which any party has the right to purchase, use or occupy any portion of the Property. There are no adverse or other parties in possession of any part of the Property except Seller, and no one other than Seller has any right to use or occupy any part of the Property.

(b) Seller has no knowledge of any pending or contemplated condemnation action affecting any part of the Property. Seller has no notice of and has no reason to believe that any changes are contemplated with respect to the present zoning of the Property. Seller has no knowledge of any pending or threatened litigation or administrative proceeding affecting the Property. Seller knows of no condition related to any part of the Property that fails to comply fully with any Governmental Regulations.

(c) Seller has no knowledge of any pending or threatened litigation or administrative proceeding affecting the Property or Seller. Seller knows of no condition related to any part of the Property that fails to comply fully with any law, ordinance, or other Governmental Regulations.

(d) The Property is contiguous to one or more streets that have been physically completed and accepted for maintenance and other applicable purposes by the city in which the Property is situated. All

assessments or other charges related to construction of those streets have been paid, and Seller has no knowledge of any existing or contemplated special assessments.

(e) Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property (whether known, unknown, secured, unsecured, accrued, unaccrued, absolute, contingent, or of any other character) outstanding as of the Closing Date. There will be no mechanic's or materialmen's liens, or, to Seller's knowledge, the possibility thereof, affecting the Property and relating to any work performed or materials furnished prior to the Closing Date.

(f) Seller has not received notice, written or otherwise, from any federal, state, municipal or other governmental instrumentality requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any Governmental Regulation or otherwise.

(g) All water, sewer, gas (if any), electric, telephone and drainage facilities, and other utilities required by law for the normal and proper operation of the Proposed Improvements are installed to the property line.

(h) The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby and the compliance with the terms hereof will not, (i) violate any Governmental Regulations applicable to Seller, (ii) conflict with any contract or agreement included as part of the Property, or (iii) require any approval, authorization, consent, license, exemption, filing or registration with any court, arbitrator or governmental entity, except for such approvals, authorizations, consents, actions or filings which have been obtained or made.

(i) Seller has not failed to disclose to Purchaser in writing prior to the expiration of the Inspection Period any adverse conditions of which Seller has knowledge with respect to the Property or its potential development.

(j) Seller has the full right, power, and authority to enter into and perform its obligations under this Agreement, and this Agreement is the legal and binding agreement of Seller enforceable in accordance with its terms.

(k) Seller is not a foreign person or a foreign corporation for purposes of the withholding rules of the Code.

(l) Seller is currently in compliance with and shall at all times prior to Closing remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten To Commit, or Support Terrorism), or other governmental action relating thereto.

(m) No part of the Property (i) has been assessed for real estate taxes based upon agricultural or open space use or any other similar use for the Property, or (ii) may be subject to rollback taxes.

(n) There are no tax liens upon the Property except liens for current taxes not yet due. The Property is a separate, independent tax parcel. There are no tax contests or assessment disputes pending before any applicable governmental authorities with respect to the Property.

(o) To Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property, including soil and groundwater condition. Neither Seller nor, to Seller's knowledge, any third party has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property, or incorporated into any improvements now or at any time thereon, any flammable

or explosive material, radioactive material, hazardous waste, toxic substances or related material ("Hazardous Materials"). For the purposes of this Agreement, "Hazardous Materials" shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq. or in the regulations adopted and publications promulgated pursuant to said laws. Seller knows of no Hazardous Materials located near the Property. Additionally, Seller has not released or agreed to any limitation of liability of any person, firm or entity with respect to its or their obligations arising with respect to the property pursuant to any of the foregoing laws or regulations or any state law or regulation regarding Hazardous Materials.

(p) Seller does not know of any existing or intended use of any adjacent or nearby property which might adversely affect the intended use for the Proposed Improvements or value of the Property.

ARTICLE 6

Defaults and Remedies

Section 6.01 Seller's Defaults; Purchaser's Remedies.

(a) Seller's Defaults. Seller shall be deemed to be in default hereunder in the event that any of Seller's representations hereunder are determined to be false or misleading in any respect or in the event Seller shall fail in any respect to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement.

(b) Purchaser's Remedies. In the event Seller shall be deemed to be in default hereunder by virtue of the occurrence of any one or more of the events specified in Section 6.01(a) above, Purchaser may enforce any and all remedies which are available at law or equity or otherwise, including, any one or more of the following actions: (i) enforce specific performance of this Agreement against Seller; and/or (ii) terminate this Agreement.

(c) Return of Escrow Deposit. Upon the termination of this Agreement in accordance with Section 6.01(b)(ii) or other Sections hereof providing for such termination, the entire Escrow Deposit, and all accrued interest thereon, if any, shall be returned to Purchaser by the Title Company within five (5) business days of receipt of written notice from Purchaser that Seller has defaulted under this Agreement, which written notice need not be accompanied by any other document or consent of any other party hereto. If the Escrow Deposit is to be returned to Purchaser in accordance with this Section 6.01(c), Seller shall promptly execute and deliver such documents as may be reasonably required to cause the Title Company to return the Escrow Deposit to Purchaser.

Section 6.02 Purchaser's Default; Seller's Remedies.

(a) Purchaser's Defaults. Purchaser shall be deemed to be in default hereunder in the event Purchaser shall fail in any material respect to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement.

(b) Seller's Remedy. In the event Purchaser shall be deemed to be in default as set forth in Section 6.02(a) above and Seller does not waive such default, Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to the Escrow Deposit, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for such default of Purchaser because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default. By signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained the consequences of this liquidated damages provision at the time this Agreement was made. If the Escrow Deposit is to be delivered to Seller in accordance with this Section 6.02(b),

Purchaser shall promptly execute and deliver such documents as may be reasonably required to cause the Title Company to deliver the Escrow Deposit to Seller.

ARTICLE 7

Brokerage Commission; Indemnification

Section 7.01 Brokerage Commissions. Each party hereby represents and warrants to the other that except for Chris Kennedy with Bradford Commercial Real Estate Services, with whom Seller has separate commission agreement, such party has incurred no liability to any real estate broker or agent with respect to the payment of any commission regarding the consummation of the transaction contemplated hereby. All commissions or fees due and payable as a result of this transaction shall be paid by Seller, including Purchasers Broker, Bradford Commercial Real Estate a 3% of Purchase Price commission at Closing. It is agreed that if any claims for commissions or fees, including brokerage fees, finder's fees, or commissions, are ever made against Seller or Purchaser in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim and such party shall indemnify, defend and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees, finder's fees, or agents' commissions or other compensation asserted by any person, firm, or entity in connection with this Agreement or the transactions contemplated hereby.

Section 7.01 Operation of Property.

(a) Purchaser agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, demands, and expenses of any kind or nature arising or accruing subsequent to the Closing Date and which result from or are related to the ownership or operation of the Property by Purchaser or are the result of any action or inaction of Purchaser, including any arising under environmental laws or regulations, and all expenses related thereto, including court costs and reasonable attorneys' fees.

(b) After the Effective Date and prior to Closing, Seller shall not assign, alienate, lien, encumber or otherwise transfer all or any part of the Property or any interest, easement or right of way therein. Without limitation of the foregoing, Seller shall not enter into any agreement, arrangement, letter of intent or understanding, formal or informal, for the sale, transfer or conveyance of all or any portion of the Property, conditional or otherwise.

ARTICLE 8

Miscellaneous

Section 8.01 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 8.02 Entire Agreement; Modifications. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

Section 8.03 Notice. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and shall use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) nationally recognized overnight courier, with all fees prepaid; (c) facsimile; or (d) e-mail. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party at the address below or at another address designated by a party in a Notice pursuant to this Section 8.03. A Notice is effective only if the party giving or making the Notice

has complied with the foregoing provisions of this section and if the addressee has received the Notice. A Notice is deemed to be received as follows:

(i) If a Notice is delivered in person, or sent by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(ii) If a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number.

(iii) If a Notice is sent by e-mail, upon the sender's obtaining a read receipt.

(iv) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal or inability to deliver.

If to Seller: City of Colleyville
100 Main Street
Colleyville, Texas 76034
Attn: Mark Wood, Assistant City Manager
Telephone: 817-503-1117
E-mail: mwood@colleyville.com

with copies to: Wyatt Hamilton Findlay, PLLC
7594 E. 9th Avenue
Denver, Colorado 80230
Attn: Whitt Wyatt
Telephone: 972-762-6418
E-mail: whitt@whflegal.com

If to Purchaser: CDC Equities, LLC
2323 Tarpley Rd.
Suite 100
Carrollton, Texas 75006
Attention: Fred A. Gans
Telephone: 214/341-9620
Facsimile: 866/465-1504
E-mail: fgans@cornerstonedev.com

With copies to: Michael Witt
4317 Amherst Avenue
Dallas, Texas 75225
Telephone: 469/877-9488
Facsimile: 214/369-9450
E-mail: mcw@mwittlaw.com

Section 8.04 Further Actions. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Seller or Purchaser, Seller and Purchaser hereby agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or thereafter any and all such further acts, deeds, and assurances as Purchaser or Seller, as the case may be, may reasonably require to (i) evidence and vest in the Purchaser the ownership of, and title to, the Property, and (ii) consummate the transactions contemplated hereunder.



Governing Law; Construction. This Agreement shall be construed and governed in accordance with laws of the state in which the Property is located. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. The parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the county in which the Property is located.

Section 8.05 Assignment. Purchaser shall not assign this Agreement or any interest herein to any Person without the prior written consent of Seller, which consent may be withheld at Seller's sole discretion. Notwithstanding the foregoing, Purchaser may, upon prior written notice to Seller delivered at least ten (10) calendar days before Closing, assign all of its rights, title, and interest under this Agreement to any Affiliate of Purchaser without Seller's consent; provided that:

- (a) such Affiliate remains an Affiliate of Purchaser at the time of assignment and through Closing;
- (b) Purchaser shall not be released from any of its liabilities and obligations under this Agreement by reason of such assignment, and Purchaser and its Affiliate assignee shall be jointly and severally liable for all obligations hereunder;
- (c) Purchaser provides Seller with a fully executed assignment and assumption agreement, in form and substance satisfactory to Seller, which includes:
 - (i) joint and several liability of Purchaser and Affiliate assignee for all obligations of Purchaser hereunder;
 - (ii) representation and warranty that all representations and warranties made by Purchaser remain true and correct as of the date of assignment and Closing;
 - (iii) agreement that any additional transfer taxes resulting from the assignment shall be paid by Purchaser or the Affiliate;
- (d) the assignment complies with all other terms of this Agreement.

For purposes of this provision, "Affiliate" means any entity controlling, controlled by, or under common control with Purchaser.

Section 8.06 Foreign Person Affidavit. At Closing, Seller shall deliver to Purchaser its affidavit in form acceptable to Purchaser, stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person and not a disregarded entity within the meaning of Section 1445 of the Code.

Section 8.07 Time of the Essence. Time is of the essence of this Agreement. In the event that the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a day other than a business day, the period for such performance, or the giving of any notice hereunder, shall be extended to the end of the next business day.

Section 8.08 Counterparts. This Agreement may be signed in counterparts, not all of which are signed by all parties hereto but each party hereto having signed and delivered to the other at least one of them, which delivery may be by facsimile.

Section 8.09 Survival. The terms and provisions of this Agreement, including all indemnification obligations of the parties, shall survive the Closing and shall remain in full force and effect thereafter.

Section 8.10 Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees, expended or incurred in connection therewith.



Section 8.11 Right to Possession. At the Closing and as a condition thereto, Purchaser shall have full and unrestricted right to possession of the Property; and Seller will do such acts, execute such instruments, and take such action as may be appropriate or required to assure to Purchaser possession of the same.

Section 8.12 Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision, or the remaining provisions of such document.

Section 8.13 [Intentionally deleted]

Section 8.14 Casualty or Condemnation. The risk of loss or damage to the Property by fire or other casualty or by condemnation shall continue to be borne by Seller until Closing. If a material portion of the Property is damaged by casualty and such damage has not been fully repaired prior to the Closing Date, or if any portion of the Property is subject to a pending or threatened condemnation or similar proceeding or has been condemned, Purchaser shall have the option to terminate this Agreement and receive back the Escrow Deposit or to purchase the Property with an appropriate adjustment in the Purchase Price as mutually agreed to by Seller and Purchaser.

Section 8.15 Meaning of Including. Whenever the word "including" is used in this Agreement, it shall be deemed to mean "including, but not limited to."

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

a _____

By: _____

Name: _____

Title: _____

PURCHASER:

CDC EQUITIES, LLC,
a Texas limited liability company

By: _____


Fred A. Gans
Manager

EXHIBIT "A"

PROPERTY DESCRIPTION

3.809 acres of land being all of Lot 1R, Block 1, The Gardens, an addition to the City of Colleyville, Tarrant County, Texas, as filed in Cabinet A, Slide 12974, Plat Records of Tarrant County Texas (P.R.T.C.T.), and being all of that certain tract of land described in the deed to the City of Colleyville, a Texas municipality, according to the deed filled in Instrument #D220146885, Deed Records of Tarrant County, Texas (D.R.T.C.T.); and containing 165,911 square feet or 3.809 acres of land.

EXHIBIT "B"

1. Evidence of the total amount of real estate and other taxes on the Property or any portions thereof for the three (3) most recent tax years, to the extent in Seller's possession.
2. Copies of the existing title insurance policy.
3. Copies of any and all environmental reports, inspections and other written documentation regarding the environmental aspects of the Property or any toxic substances or equipment affecting or related to the Property.
4. All surveys, geological studies and reports, and engineering studies or reports prepared prior to the Effective Date, to the extent in Seller's possession.
5. A copy or example of proposed Development Agreement Purchaser is required to sign before or at Closing.

EXHIBIT "B"

F:\JOBS\Condo Storage Colleyville\CITY OF COLLEYVILLE PURCHASE AGREEMENT\3.809 ACRES THE CITY OF COLLEYVILLE
Purchase and Sale Agreement _CityRI_..._.docxPurchaser Clean.docx



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 10/21/2025

Type Report

Department Finance

Title

Monthly Financial Report - September 2025

Explanation

Staff will present the monthly financial report for September 2025.

Attachments

1. September 2025 Budget Presentation
2. September 2025 Monthly Budget vs Actual

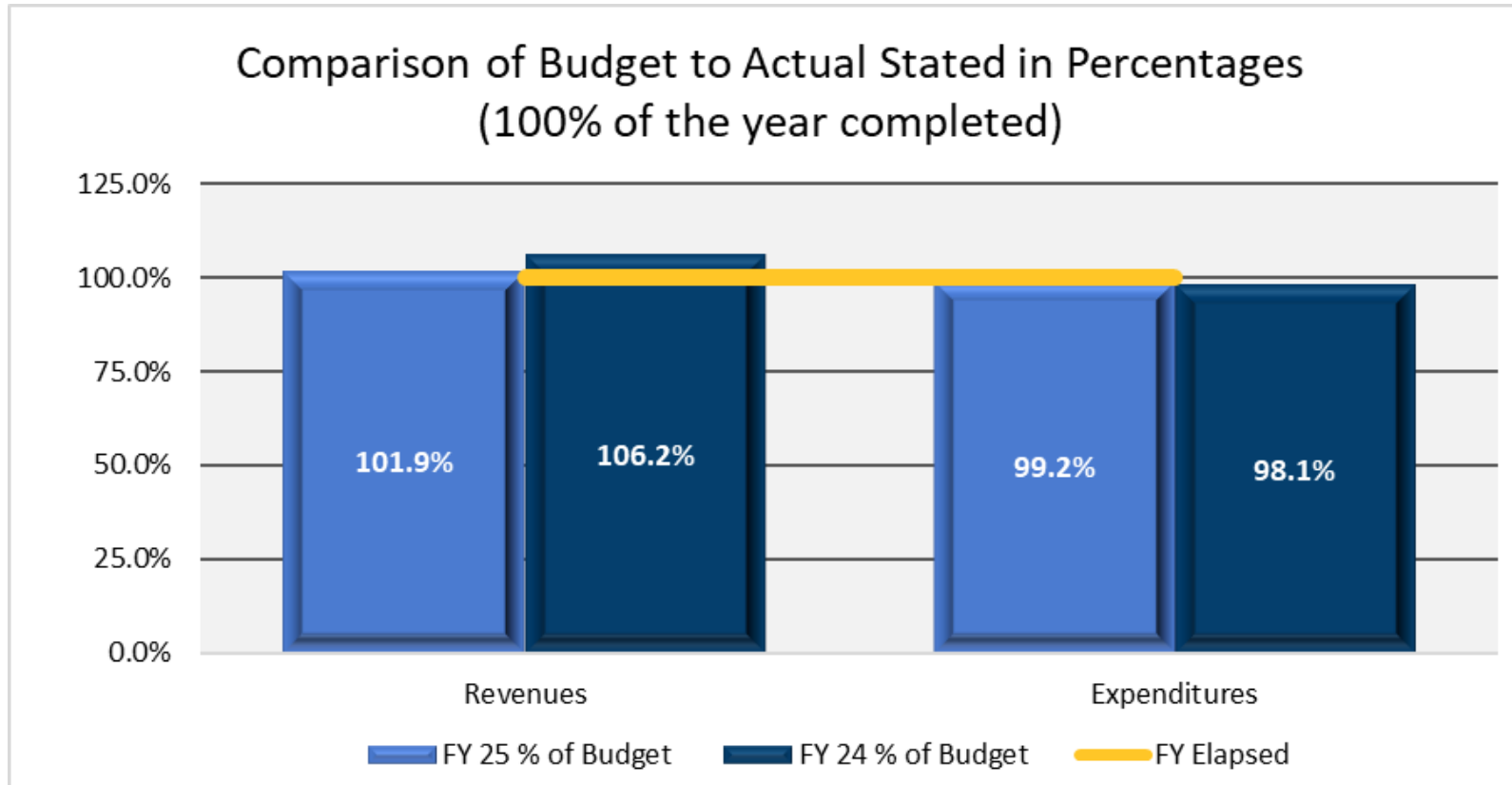
Monthly Financial Report September 2025

City Council Meeting
October 21, 2025

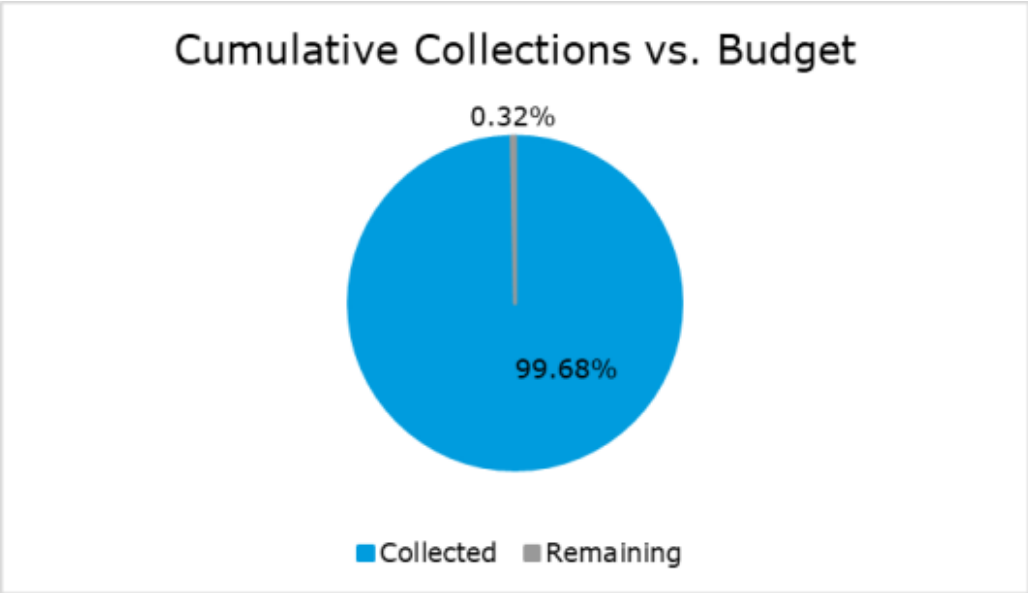
General Fund Performance



	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 29,655,370	\$ 30,206,174	101.9%	\$ 30,324,385	106.2%
Expenditures	29,027,385	28,806,482	99.2%	26,735,539	98.1%
Total	\$ 627,985	\$ 1,399,692		\$ 3,588,846	



Property Tax Collections



FY 25 Rate:

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

Total Rate:
\$0.276204/\$100

	FY 25 Budget	FY 25 YTD	% of Budget	FY 24 YTD	FY 24 % of Budget
Current Taxes	\$ 18,008,973	\$ 17,951,811	99.68%	\$ 17,108,374	100.44%

Note: Property taxes are due in January with the majority of collections in December and January.

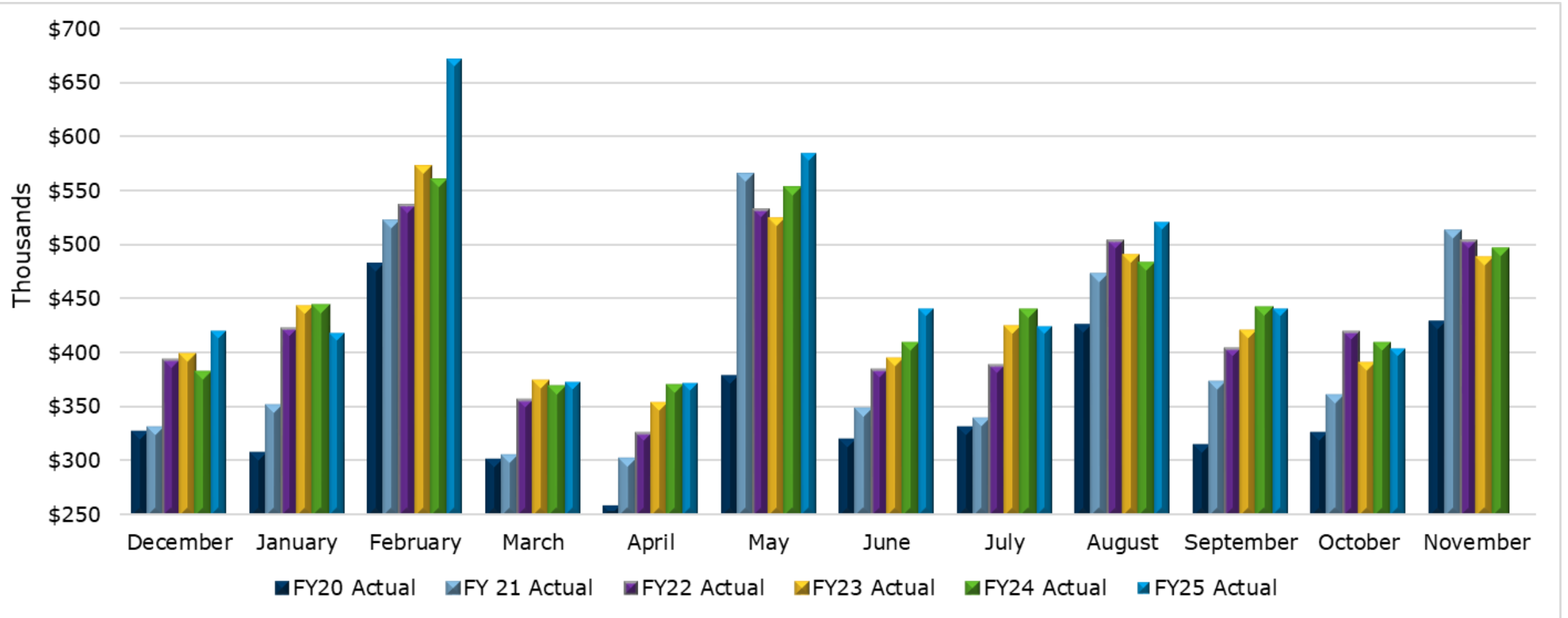
Sales Tax: Current Fiscal Year Collections



Collections Month	Sales Month	FY 24 Actual	FY 25 Actual	Increase/ (Decrease)	% Change
December	October	\$ 382,458	\$ 420,829	\$ 38,371	10.03%
January	November	443,954	418,443	(25,511)	-5.75%
February	December	559,919	672,822	112,903	20.16%
March	January	368,924	373,295	4,371	1.18%
April	February	370,650	372,227	1,577	0.43%
May	March	552,675	585,067	32,392	5.86%
June	April	409,431	440,792	31,361	7.66%
July	May	440,355	424,653	(15,702)	-3.57%
August	June	483,624	521,095	37,471	7.75%
September	July	441,974	441,037	(937)	-0.21%
October	August	409,261	403,792	(5,469)	-1.34%
Total		\$ 4,863,225	\$ 5,074,051	\$ 210,826	4.34%

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

Sales Tax: Comparative Collections



Sales Tax: Regional Benchmark



	Net Payment This Period	Comparable Payment PY	% Change	Payment YTD	PY Payment YTD	% Change YTD
Colleyville	605,386	613,584	-1.34%	6,976,345	6,717,791	3.85%
North Richland Hills	1,640,211	1,778,968	-7.80%	18,292,960	17,468,405	4.72%
Bedford	1,321,002	1,458,310	-9.42%	13,665,450	13,681,819	-0.12%
Grapevine	5,320,536	4,906,039	8.45%	55,218,847	53,351,972	3.50%
Keller	1,302,520	1,335,467	-2.47%	14,102,178	13,954,723	1.06%
Hurst	1,410,540	1,346,766	4.74%	15,705,605	15,384,600	2.09%
Euless	2,195,897	2,134,281	2.89%	22,935,875	21,352,724	7.41%
Southlake	3,240,290	3,227,135	0.41%	34,996,399	33,203,770	5.40%

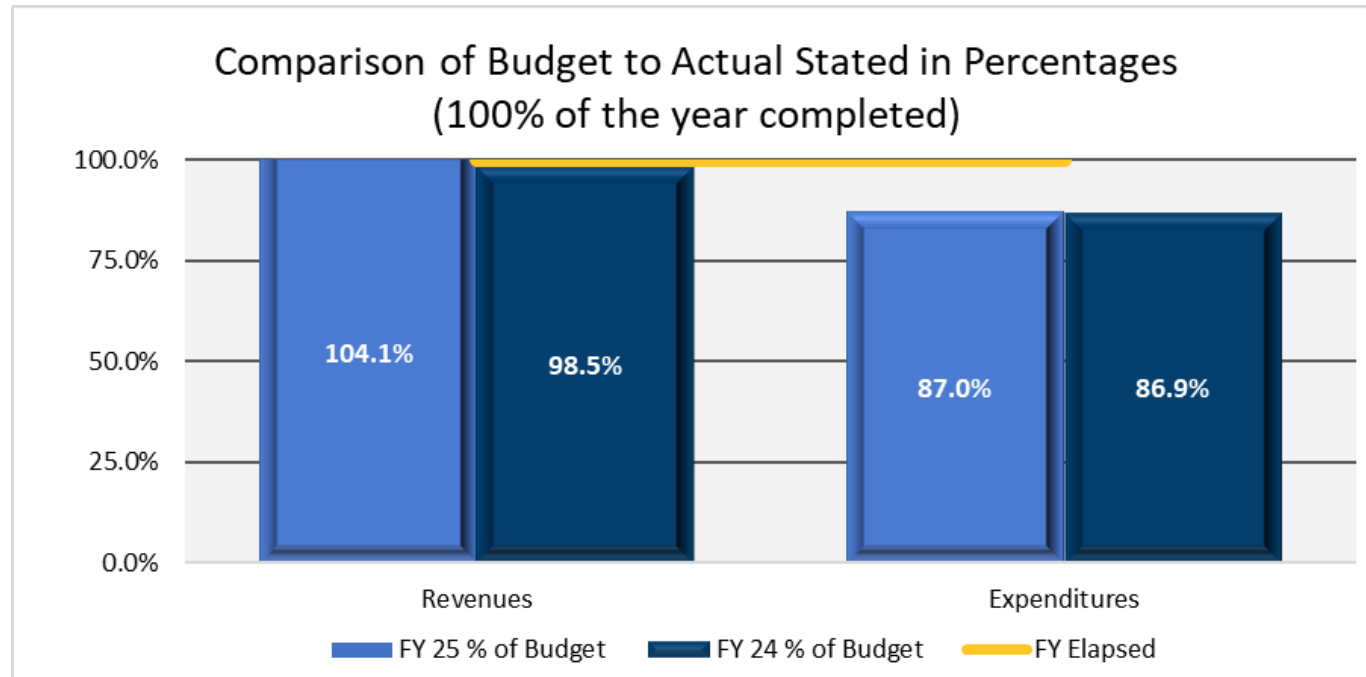
Note: Colleyville Collections above include both City General Fund and CEDC collections



Utilities Fund Performance



	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 24,424,703	\$ 25,432,140	104.1%	\$ 23,744,620	98.5%
Expenditures	24,343,546	21,190,559	87.0%	20,950,125	86.9%
Total	\$ 81,158	\$ 4,241,581		\$ 2,794,495	

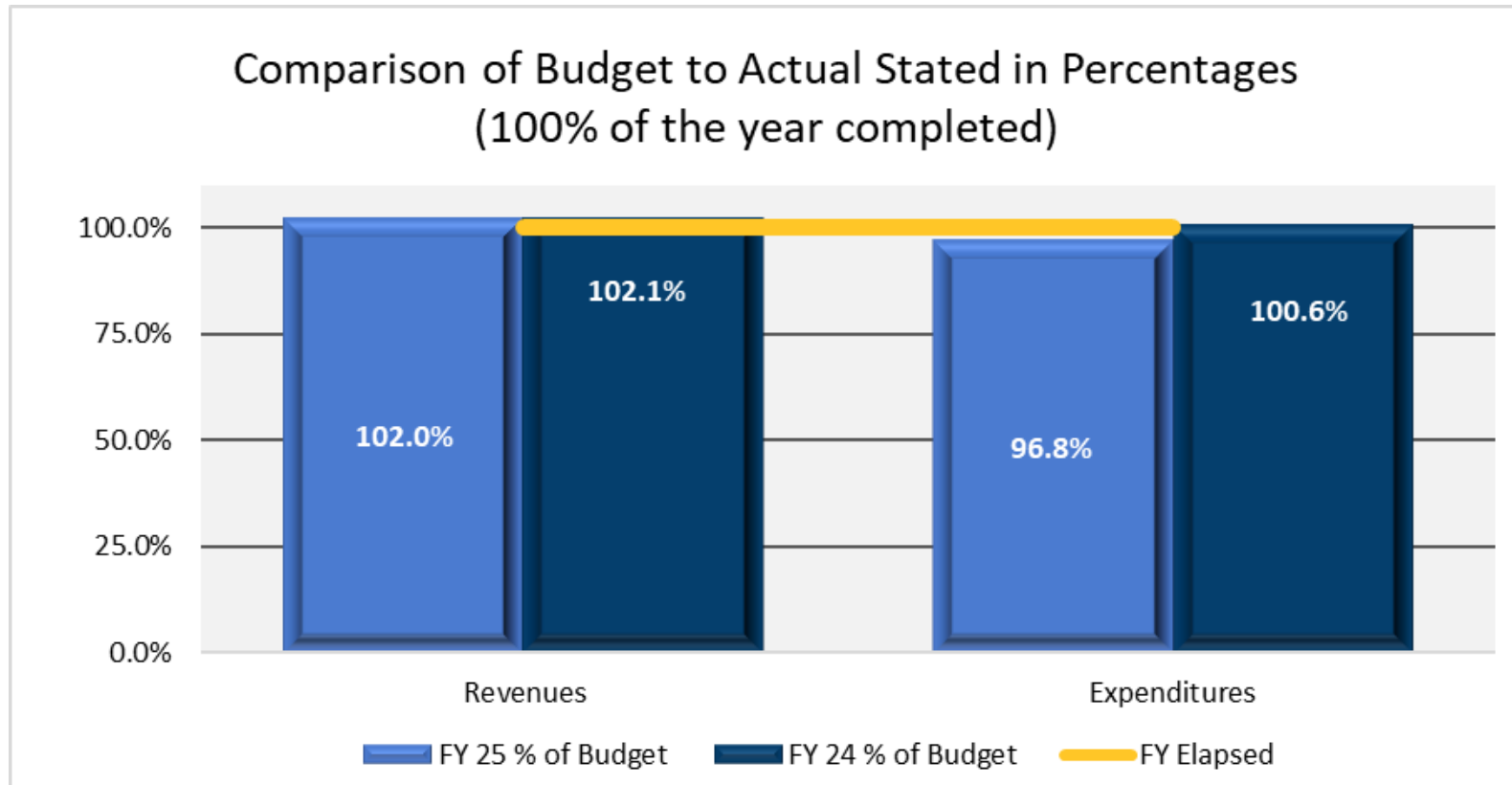


TRA			City		
	FY 25 Budget	FY 25 YTD		FY 25 Budget	FY 25 YTD
Revenues	\$ 19,889,768	\$ 19,070,134	Revenues	\$ 4,534,935	\$ 6,362,006
Expenditures	19,889,768	16,746,407	Expenditure	\$ 4,453,777	4,444,152
Total	\$ -	\$ 2,323,727		\$ 81,158	\$ 1,917,853

Drainage Fund Performance



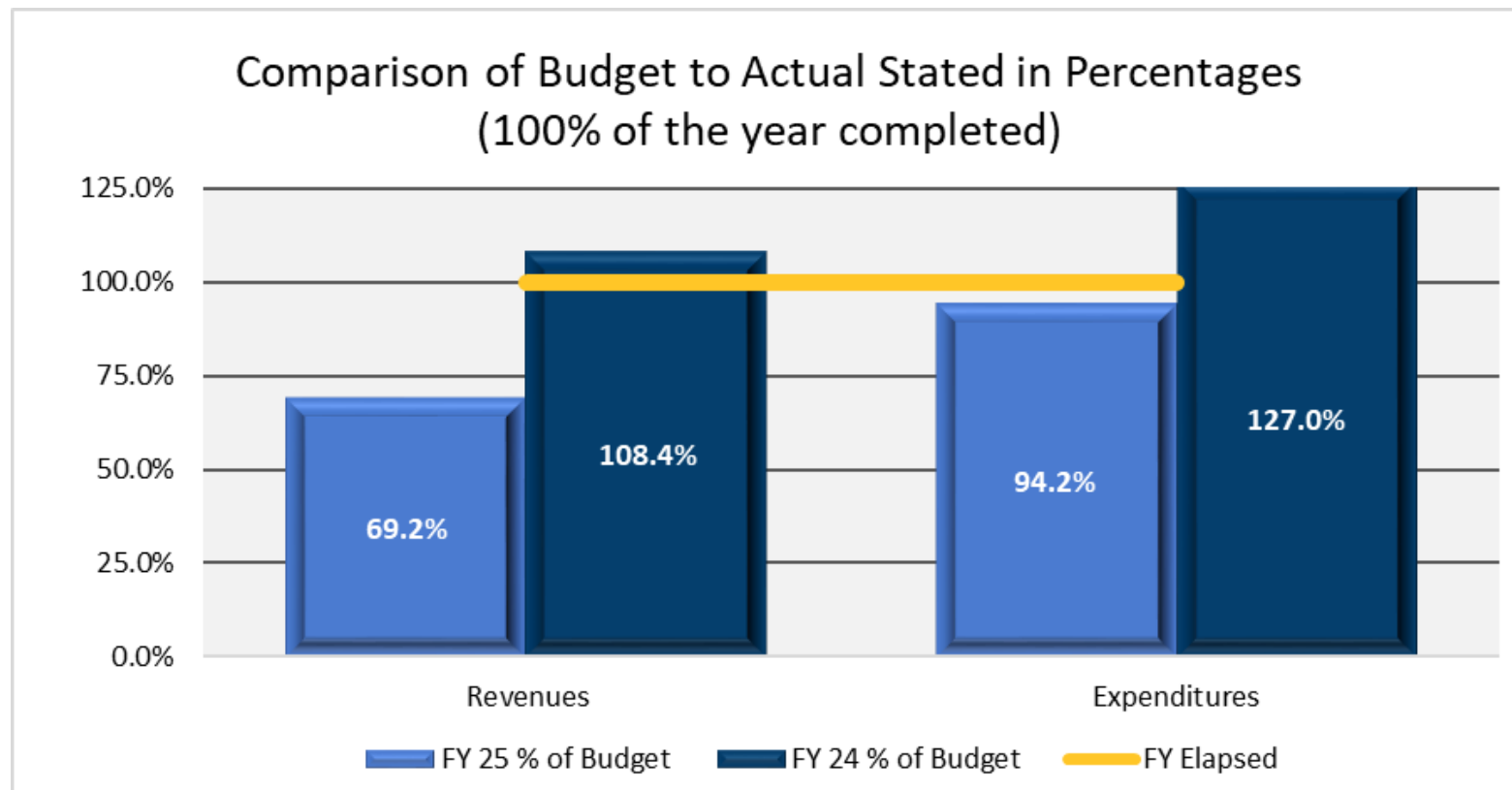
	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 1,758,000	\$ 1,793,001	102.0%	\$ 1,513,213	102.1%
Expenditures	761,805	737,263	96.8%	742,737	100.6%
Total	\$ 996,195	\$ 1,055,738		\$ 770,477	



Hotel Tax (HOT) Fund Performance



	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 230,000	\$ 159,058	69.2%	\$ 219,059	108.4%
Expenditures	285,827	269,142	94.2%	239,527	127.0%
Total	\$ (55,827)	\$ (110,085)		\$ (20,469)	



Hotel occupancy tax revenues are due quarterly.

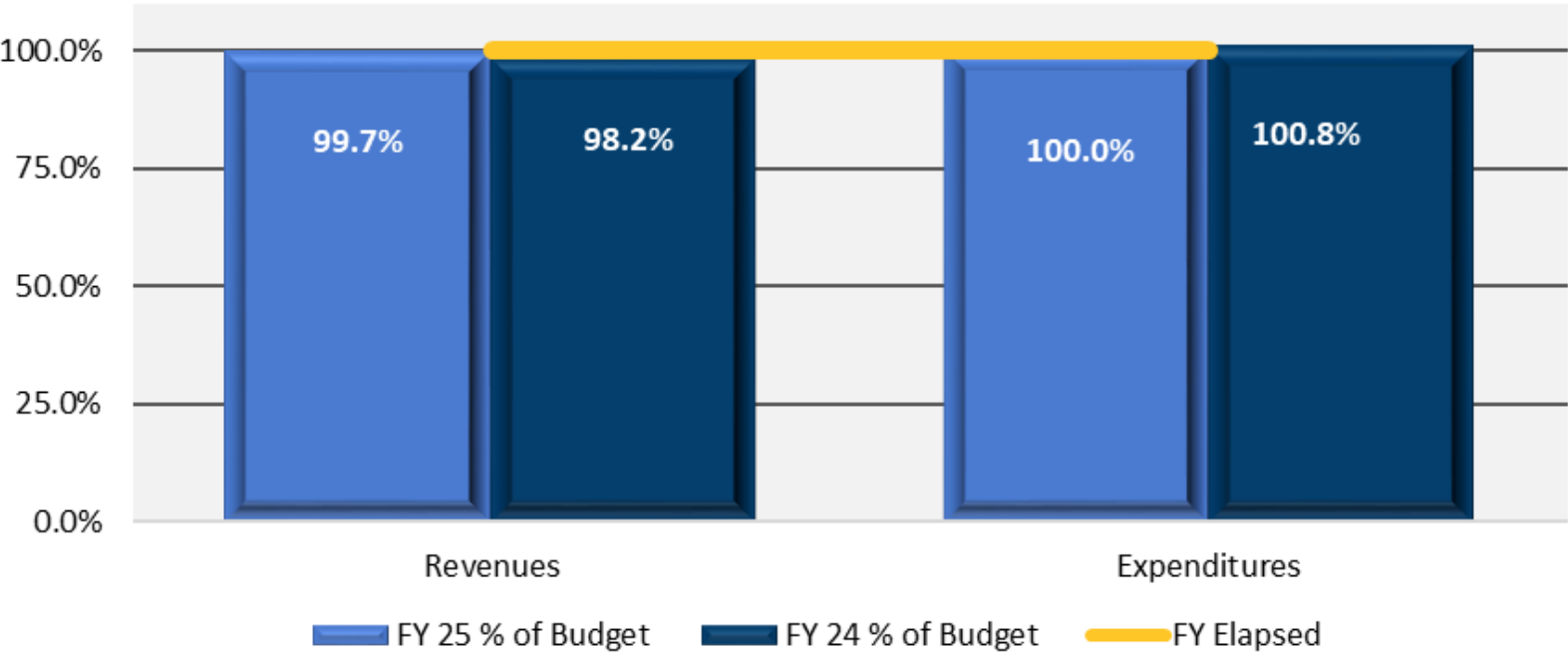


Debt Service Fund Performance



	FY 25 Budget	FY 25 YTD	FY 25 % of Budget	FY 24 YTD	FY 24 % of Budget
Revenues	\$ 1,477,283	\$ 1,473,411	99.7%	\$ 1,216,702	98.2%
Expenditures	1,540,894	1,540,145	100.0%	1,245,535	100.8%
Total	\$ (63,611)	\$ (66,734)		\$ (28,833)	

Comparison of Budget to Actual Stated in Percentages
(100% of the year completed)



Questions & Discussion



City of Colleyville
Monthly Budget vs Actual Report
September 30, 2025

	FY 2025				FY 2024	
	<u>Annual Budget</u>	<u>Actual Thru Mth</u>	<u>Variance Annual</u>	<u>% of Annual Bdg</u>	<u>Annual Actual YTD</u>	<u>% chg from PY</u>
General Fund						
Current Taxes	18,008,973	17,951,811	57,162	99.7%	17,108,374	4.9%
Delinquent	30,000	26,739	3,261	89.1%	8,013	233.7%
P&I	60,000	89,241	(29,241)	148.7%	89,261	0.0%
Property Tax Total	18,098,973	18,067,791	31,182	99.8%	17,205,647	5.0%
Sales Tax	5,200,000	4,670,258	529,742	89.8%	5,359,899	-12.9%
Oncor Electric	910,000	887,583	22,417	97.5%	915,334	-3.0%
Tri-County Electric	185,000	172,925	12,075	93.5%	191,546	-9.7%
Atmos Gas	600,000	682,980	(82,980)	113.8%	629,385	8.5%
AT&T	15,000	9,534	5,466	63.6%	11,582	-17.7%
Verizon/Others	12,000	7,462	4,538	62.2%	9,655	-22.7%
Refuse/Recycling	300,000	313,431	(13,431)	104.5%	320,936	-2.3%
Cable TV	200,000	186,044	13,956	93.0%	224,807	-17.2%
Network Nodes	250	250	-	100.0%	250	0.0%
Franchise Fees	2,222,250	2,260,209	(37,959)	101.7%	2,303,496	-1.9%
GF Revenues	29,655,370	30,206,174	(550,804)	101.9%	30,324,385	-0.4%
GF Expenditures	29,027,385	28,806,482	220,903	99.2%	26,735,539	7.7%
Utilities Fund						
Water - Base Rate	2,373,871	2,392,687	(18,816)	100.8%	2,277,212	5.1%
Sewer - Base Rate	1,722,064	1,734,664	(12,600)	100.7%	1,682,758	3.1%
Water - Volumetric Rate	16,027,206	14,533,462	1,493,744	90.7%	13,333,796	9.0%
Sewer - Volumetric Rate	3,862,562	4,536,672	(674,110)	117.5%	3,998,532	13.5%
Water & Sewer	23,985,703	23,197,484	788,219	96.7%	21,292,298	8.9%
Utilities Revenues	24,424,703	25,432,140	(1,007,436)	104.1%	23,744,620	7.1%
Utilities Expenditures	24,343,546	21,190,559	3,152,987	87.0%	20,950,125	1.1%
Debt Service Fund						
Current Taxes	911,283	911,283	-	100.0%	652,761	39.6%
Delinquent	2,000	1,022	978	51.1%	453	125.8%
P&I	2,000	5,196	(3,196)	259.8%	3,488	49.0%
Property Tax Total	915,283	917,501	(2,218)	100.2%	656,702	39.7%
DS Revenues	1,477,283	1,473,411	3,872	99.7%	1,216,702	21.1%
DS Expenditures	1,540,894	1,540,145	749	100.0%	1,245,535	23.7%
Drainage Fund						
Drainage Fee	1,733,000	1,732,717	283	100.0%	1,463,341	18.4%
Drain Revenues	1,758,000	1,793,001	(35,001)	102.0%	1,513,213	18.5%
Drain Expenditures	761,805	737,263	24,542	96.8%	742,737	-0.7%
Hotel Occupancy Tax (HOT) Fund						
HOT Tax	230,000	159,018	70,982	69.1%	219,059	-27.4%
HOT Revenues	230,000	159,058	70,942	69.2%	219,059	-27.4%
HOT Expenditures	285,827	269,142	16,685	94.2%	239,527	12.4%

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



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 10/21/2025

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

Second Reading and Public Hearing

There was no one present wishing to speak on this item at the October 8, 2025, City Council meeting.

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
2. Exhibit "C" 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"

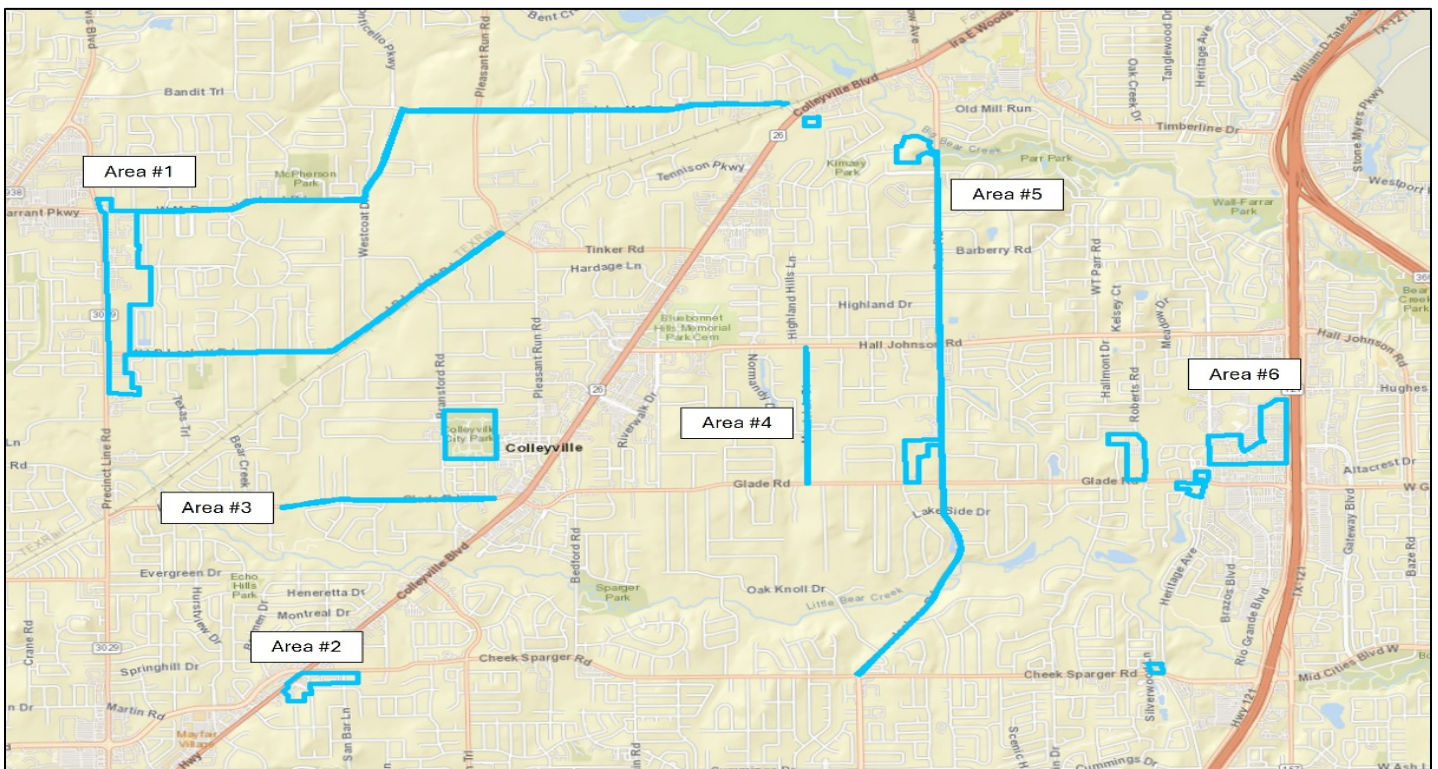
BOUNDARY DESCRIPTION

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.

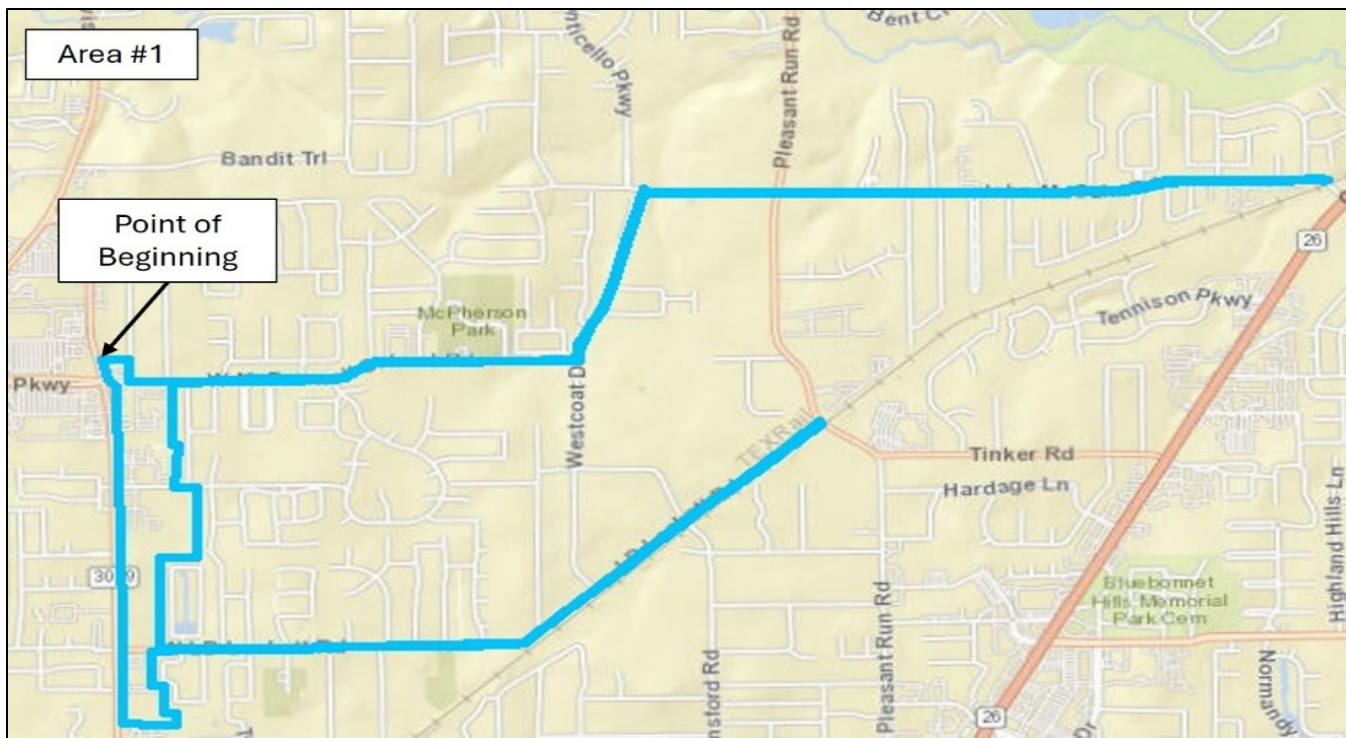
The 2012 expanded boundary, TIRZ #1A, as described in Ordinance 0-12-1858, followed a very similar path but included; approximately 20 new parcels near the intersection of Cheek-Sparger Road and Wayne drive, 26 parcels near the intersection of Cheek-Sparger Road and State Highway 26 (SH26), Bluebonnet 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

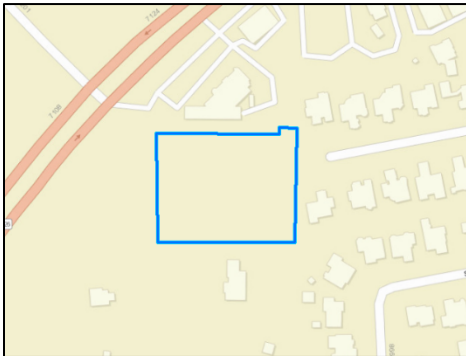
East along the northern right of way boundary of Gateway Drive to the point it meets the southwest corner of Property ID 41200268, thence

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

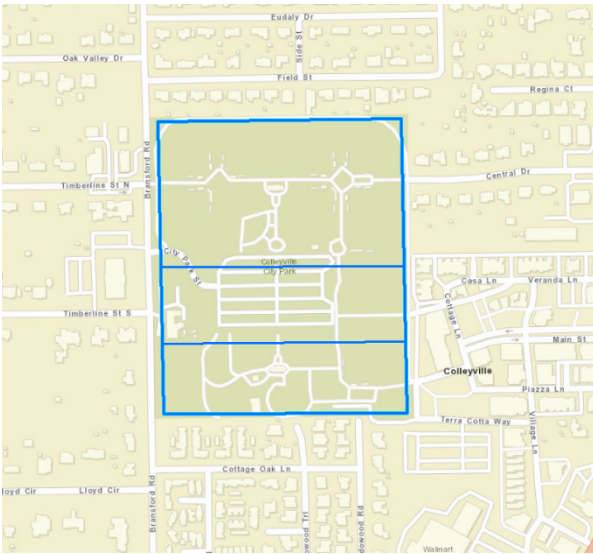
North along the western boundary of Property ID 41323513, continuing north to the southwest corner of Property ID 40652602, thence

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.

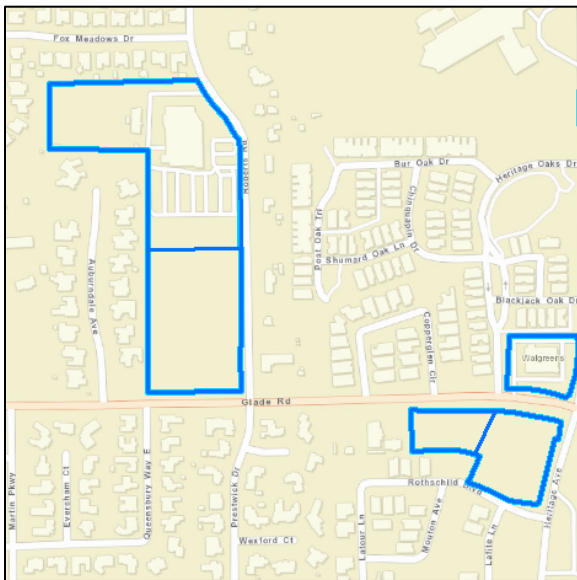
TIRZ 1B also includes additional noncontiguous parcels including the following Property IDs:



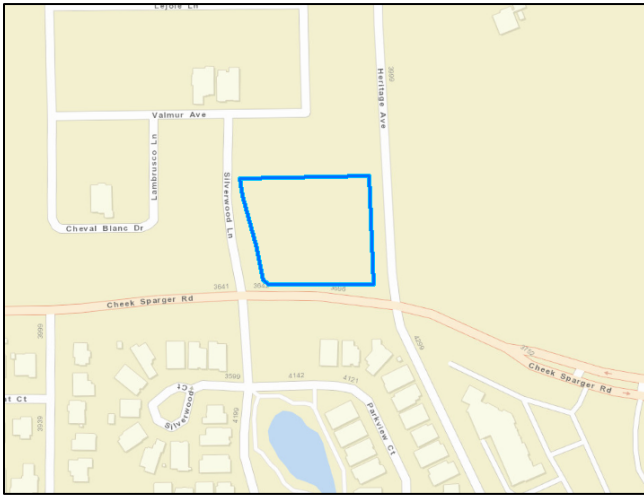
- Property ID 41449010, GARDENS, THE Block 1 Lot 1R LESS PORTION IN TIF



- 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



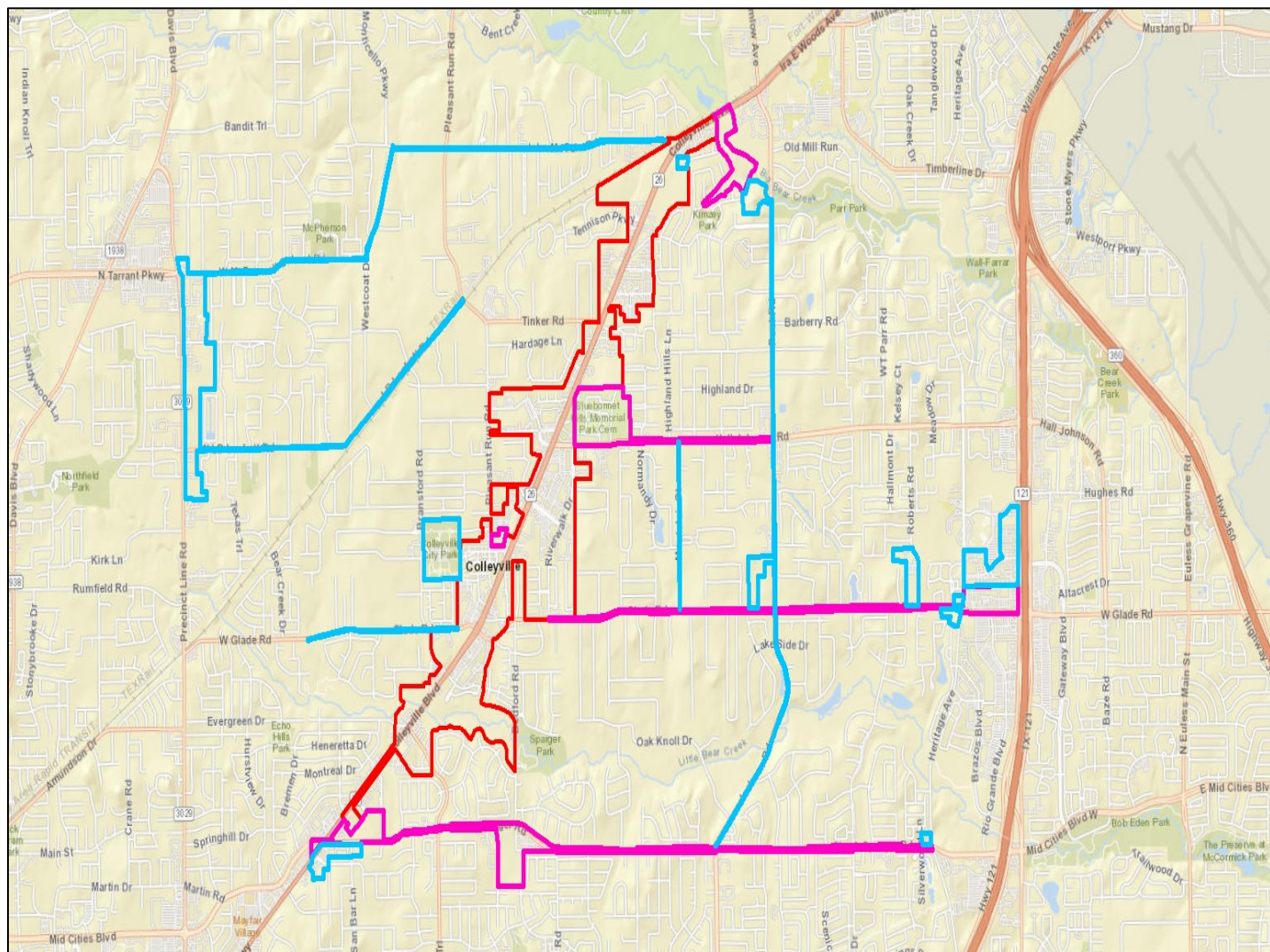
- Property ID 06351905, METROPLEX COVENANT CHURCH ADDN Lot 1R1
- Property ID 04504941, MINTER, GREEN W SURVEY Abstract 1034 Tract 8A
- Property ID 07064497, WALGREEN PLAZA ADDITION Block 1 Lot 1A
- Property ID 42452421, 170 PLAYERS ADDITION Block A Lot 1
- Property ID 42452439, 170 PLAYERS ADDITION Block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

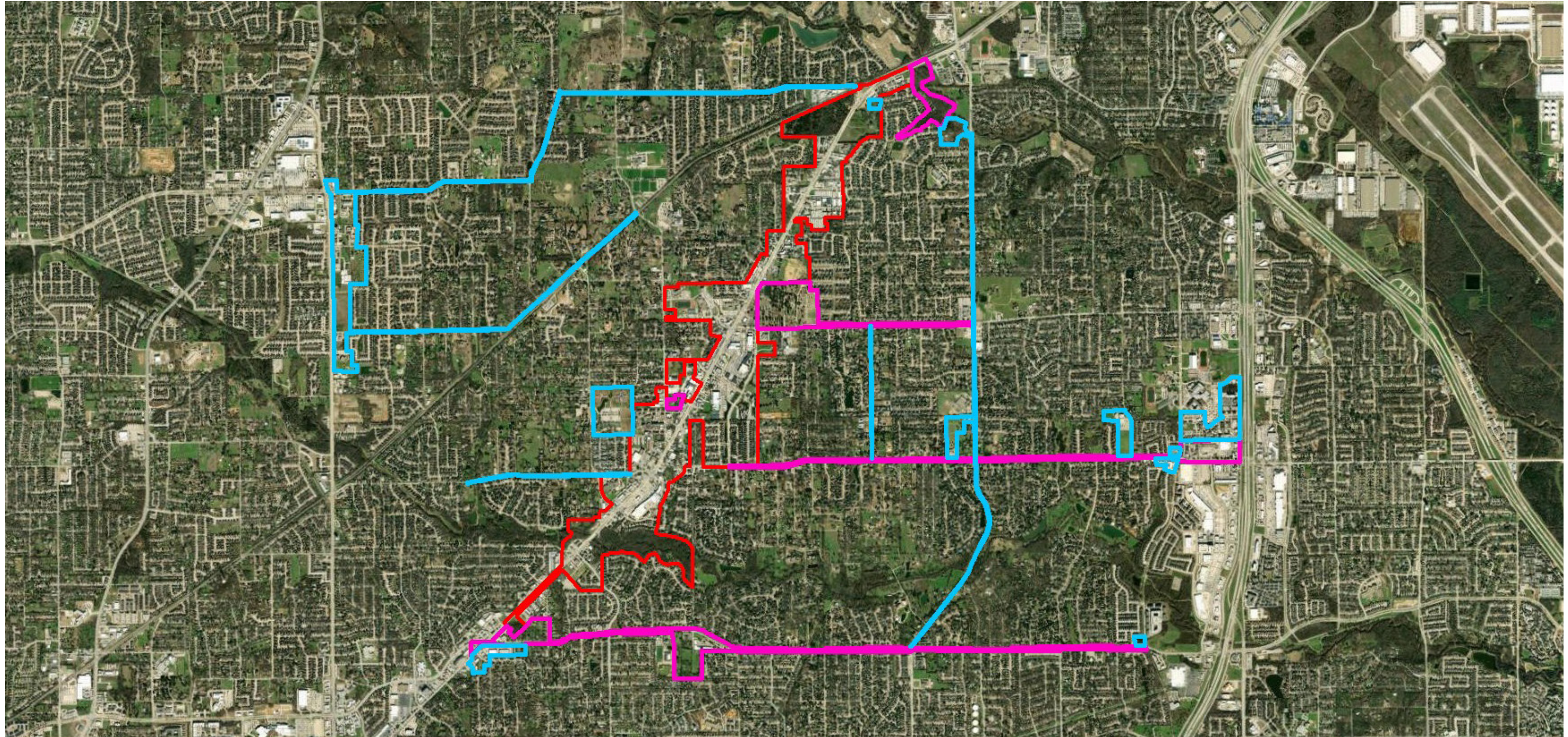


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DISCLAIMER

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).

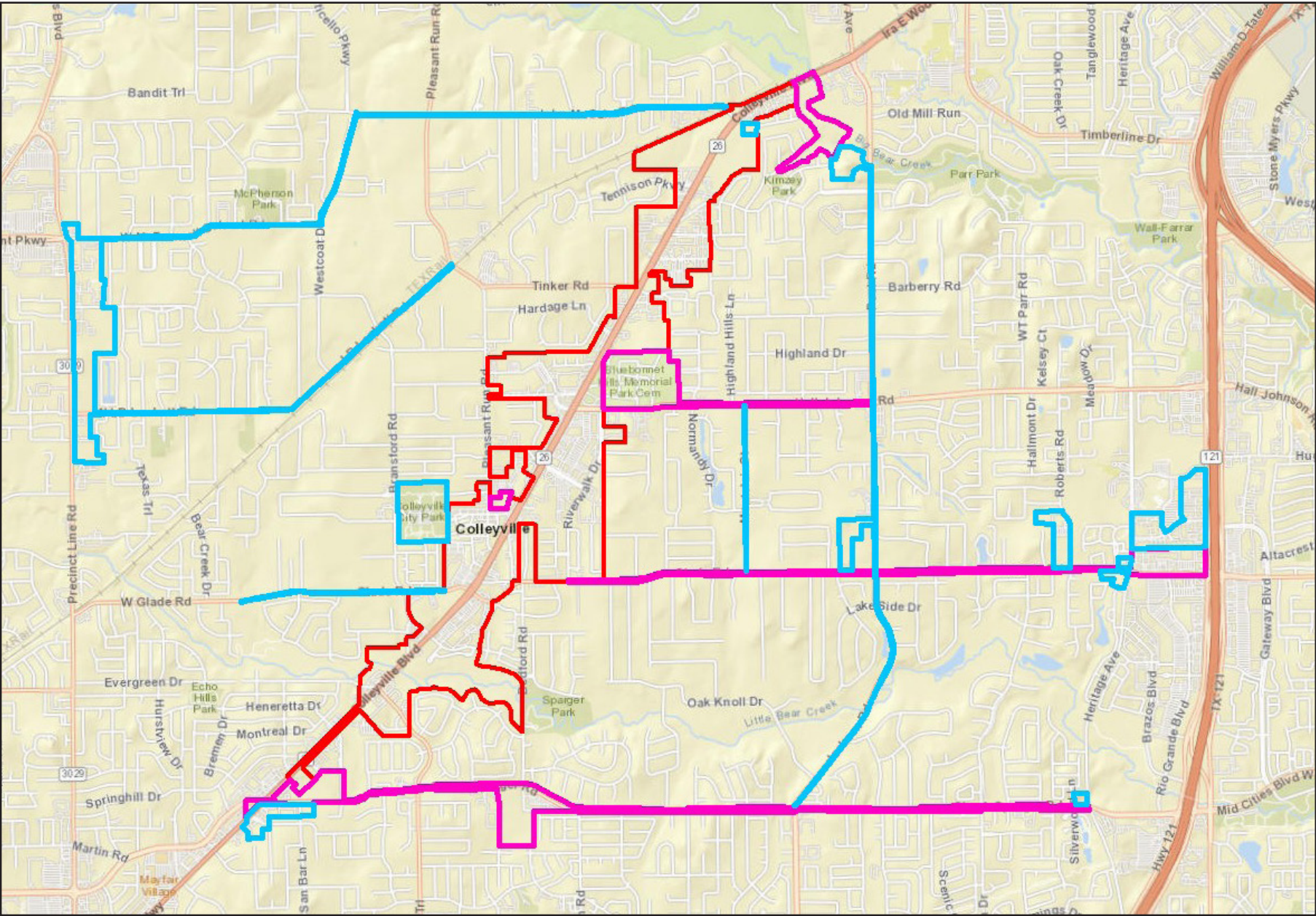
In 1998 the City of Colleyville established Tax Increment Reinvestment Zone #1 (TIRZ #1) pursuant to Ordinance 0-98-1124 and amended by Ordinance 0-98-1131 providing for a TIRZ district encompassing 633 acres along Colleyville Boulevard (State Highway 26) with a base value of \$75,821,735 and scheduling 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

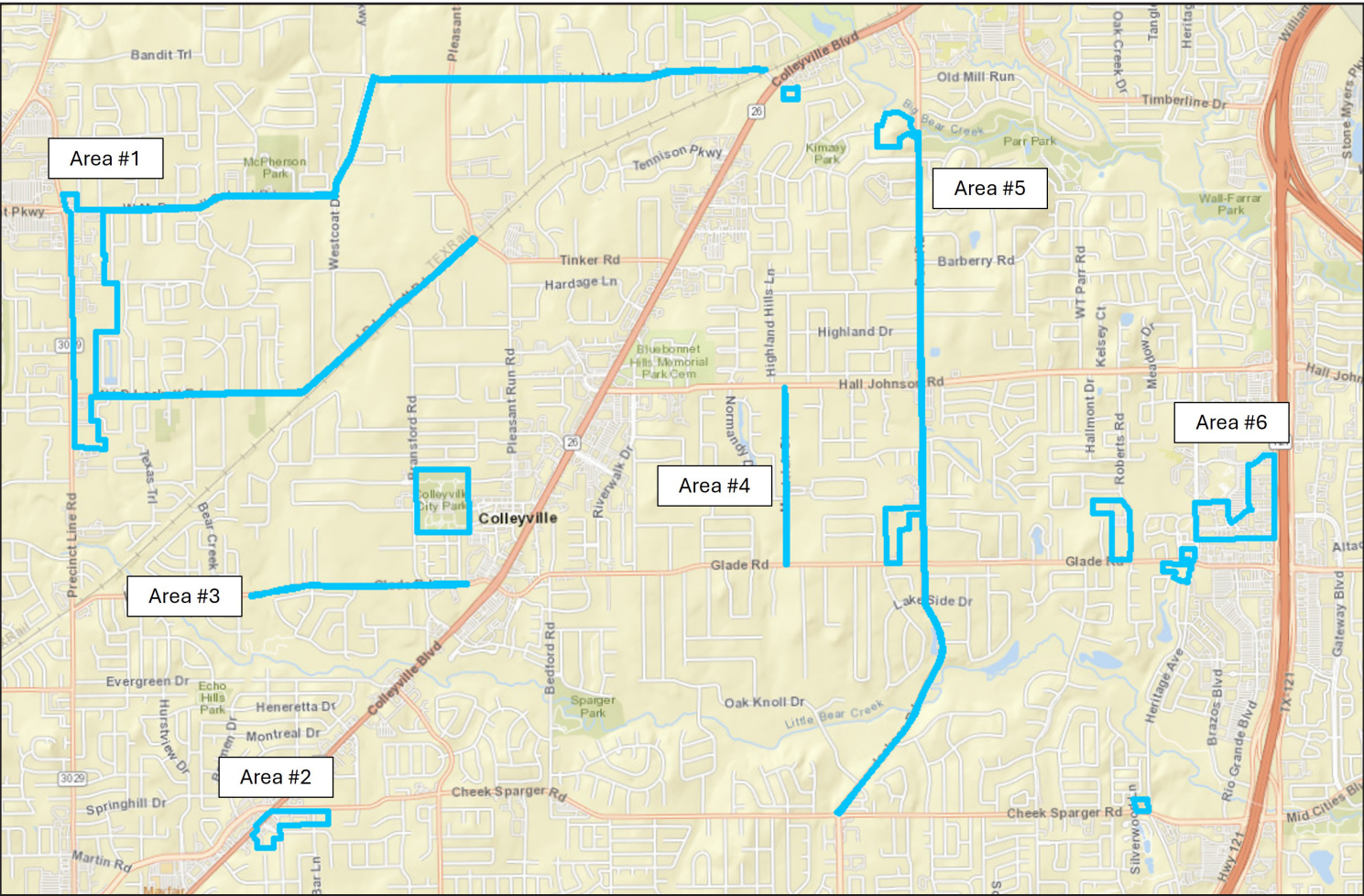
TIRZ Boundary

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

TIRZ 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 McDonnell 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

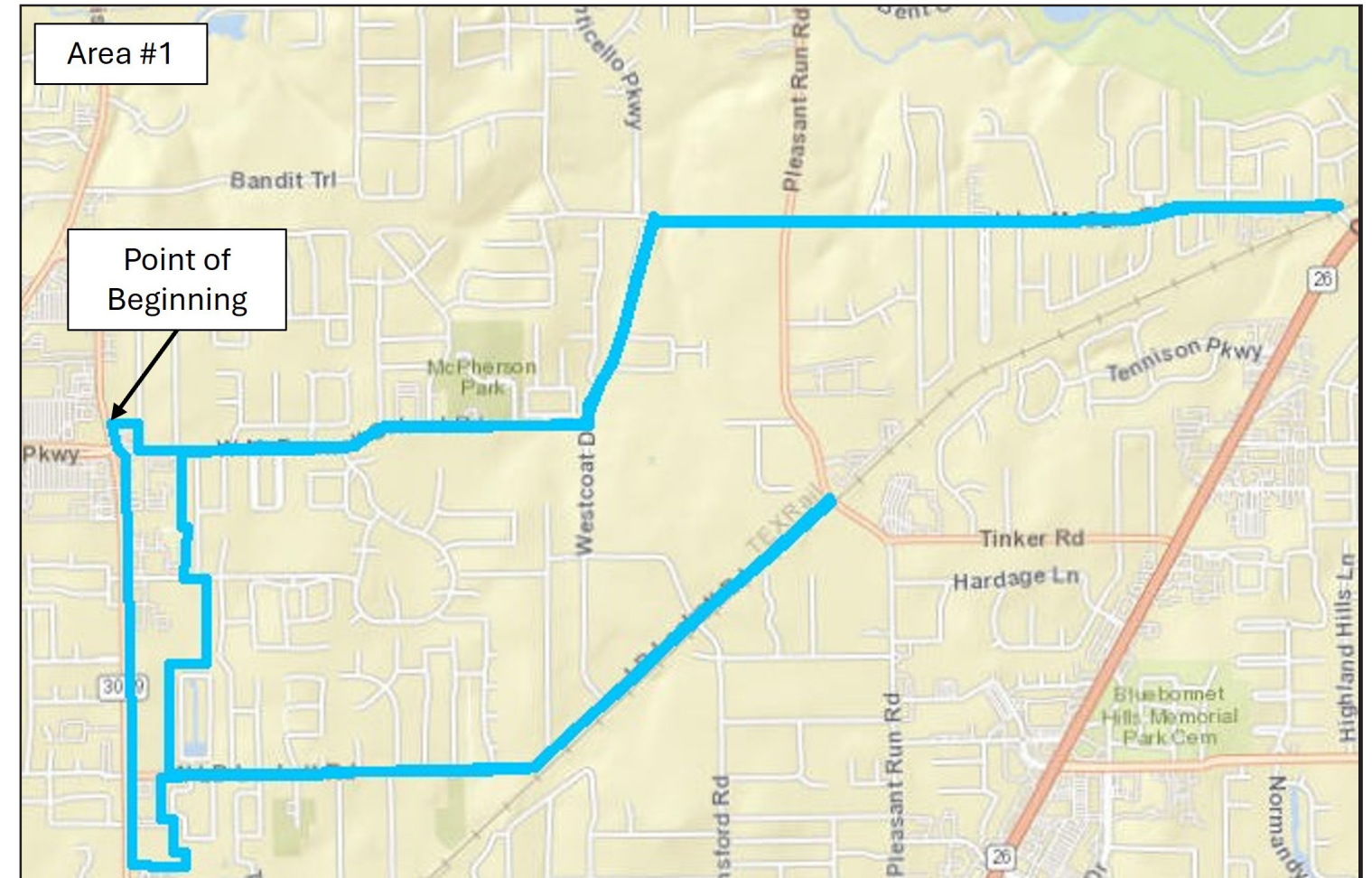
South across W Lavaca Trail to the northern boundary of Property ID 40111431, thence

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)

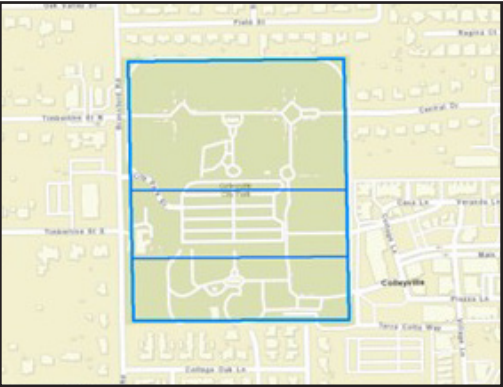
Area #6 (Jackson/Pool Road) (Continued)

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:



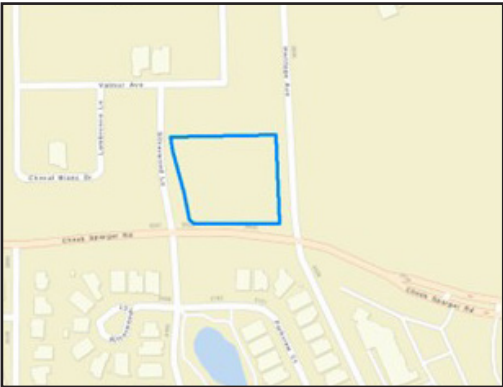
Property ID 41449010, GARDENS, THE Block 1 Lot 1R LESS PORTION IN TIF



- 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

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	240	240	
	Taxable Value	-	-	-	-	33,785,264	34,778,222	35,821,569	36,896,216	38,003,162	39,143,196	40,317,491	41,527,016	42,772,827	44,056,011	45,377,692	46,739,022	48,141,193	49,585,429	51,072,992	52,605,192	54,183,337	55,805,837	57,483,102	59,207,595	60,983,821	62,813,338	64,697,738	66,638,670	68,637,630	70,696,965	72,817,874			
Retail	Taxable Value Per SF	300	309	318	328	338	348	358	369	380	391	403	415	428	441	454	467	481	496	511	526	542	558	575	592	610	628	647	666	686	707	728			
	Cumulative SF	-	-	-	19,500	29,500	49,500	69,500	89,500	109,500	129,500	149,500	169,500	189,500	209,500	229,500	249,500	269,500	289,500	309,500	329,500	349,500	369,500	389,500	409,500	429,500	449,500	469,500	489,500	509,500	529,500	549,500	569,500		
	Taxable Value	-	-	-	6,392,453	9,960,753	17,215,220	26,017,559	36,539,086	48,036,779	60,527,882	74,025,464	88,527,016	104,028,568	120,529,104	138,029,641	156,529,178	176,029,715	196,530,252	218,030,789	240,531,326	264,031,863	288,532,400	314,032,937	340,533,474	368,034,011	396,534,548	426,035,085	456,535,622	488,036,159	520,536,696	554,037,233	588,537,770		
QSR	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	24,500	31,500	38,500	45,500	52,500	59,500	66,500	73,500	80,500	87,500	94,500	101,500	108,500	115,500	122,500	129,500	136,500	143,500	150,500	157,500	164,500	171,500	178,500	185,500	192,500	199,500	206,500		
	Taxable Value	-	-	-	4,599,453	7,878,592	11,360,886	15,136,886	19,213,752	23,690,618	28,567,484	33,844,350	39,521,216	45,598,082	52,074,948	58,951,814	66,228,680	73,905,546	81,982,412	90,459,278	99,336,144	108,613,010	118,289,876	128,366,742	138,843,608	149,720,474	160,997,340	172,674,206	184,751,072	197,227,938	210,104,804	223,381,670	237,058,536		
Office	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367	378	389	401	413	426	439	452	465	479	493	507	521	535	550	565	580	595	610		
	Cumulative SF	-	-	-	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	39,500	
	Taxable Value	-	-	-	10,476,388	10,790,879	11,114,399	26,808,213	57,463,767	58,187,680	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	121,887,513	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		
Industrial	Taxable Value Per SF	75	77	80	82	84	87	90	92	95	98	101	104	107	110	113	117	120	124	128	132	135	140	144	148	152	157	162	167	172	177	182			
	Cumulative SF	-	-	-	-	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	83,000	
	Taxable Value	-	-	-	-	7,006,892	7,216,481	14,239,074	14,666,246	15,106,233	15,589,420	16,028,203	16,508,989	17,002,199	17,512,265	18,037,632	18,578,761	19,136,124	19,710,206	20,301,514	20,910,560	21,537,876	22,184,013	22,849,533	23,535,019	24,241,070	24,968,302	25,717,351	26,488,871	27,283,338	28,102,044	28,945,105			
Senior Living	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	240	240	240
	Taxable Value	-	-	-	34,830,673	35,875,593	36,951,861	38,060,417	39,202,229	40,378,296	41,589,645	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	59,296,889	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			
PERSONAL 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			
City of Colleyville	Taxable Value Per SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tarrant County	Taxable Value Per SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tarrant County Hospital	Taxable Value Per SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tarrant County College	Taxable Value Per SF	-	-	-	-	-	-	-	-																										

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%			6.00%																														
			REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX																											
City of Colleyville			0.2762040	100%	0.2762040	City of Colleyville			0.2762040	0%	0.0000000	City of Colleyville General Fund			0.0100000	0%	0.0000000																			
Tarrant County			0.1875000	0%	0.0000000	Tarrant County			0.1875000	0%	0.0000000	Colleyville Economic Development Corporation			0.0050000	0%	0.0000000																			
Tarrant County Hospital			0.1825000	0%	0.0000000	Tarrant County Hospital			0.1825000	0%	0.0000000	Colleyville Crime Control and Prevention District			0.0050000	0%	0.0000000																			
Tarrant County College			0.1122800	0%	0.0000000	Tarrant County College			0.1122800	0%	0.0000000				0.0050000	0%	0.0000000																			
Grapevine-Colleyville ISD			0.9233000	0%	0.0000000	Grapevine-Colleyville ISD			0.9233000	0%	0.0000000				482.0200000		0.0000000																			
			1.6817840		0.2762040				1.6817840		0.0000000																									
REVENUE YEAR	TAX BASE YEAR		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	TOTALS			
			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				
BASE YEAR (TIRZ #1 & #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	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	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	976,869,046	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	976,869,046	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	976,869,046	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	976,869,046	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	976,869,046	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				
RE																																				

Financial Feasibility Analysis - 100% Tax Revenue

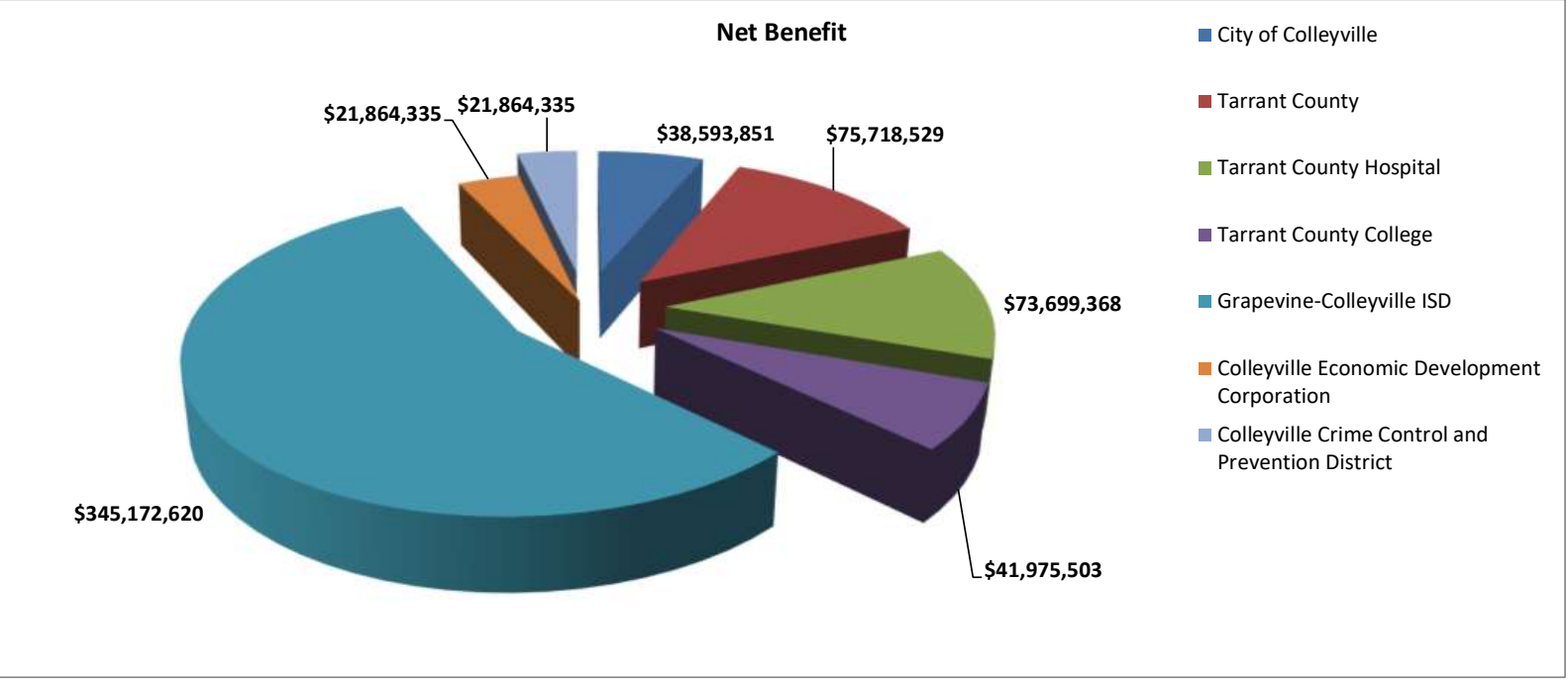
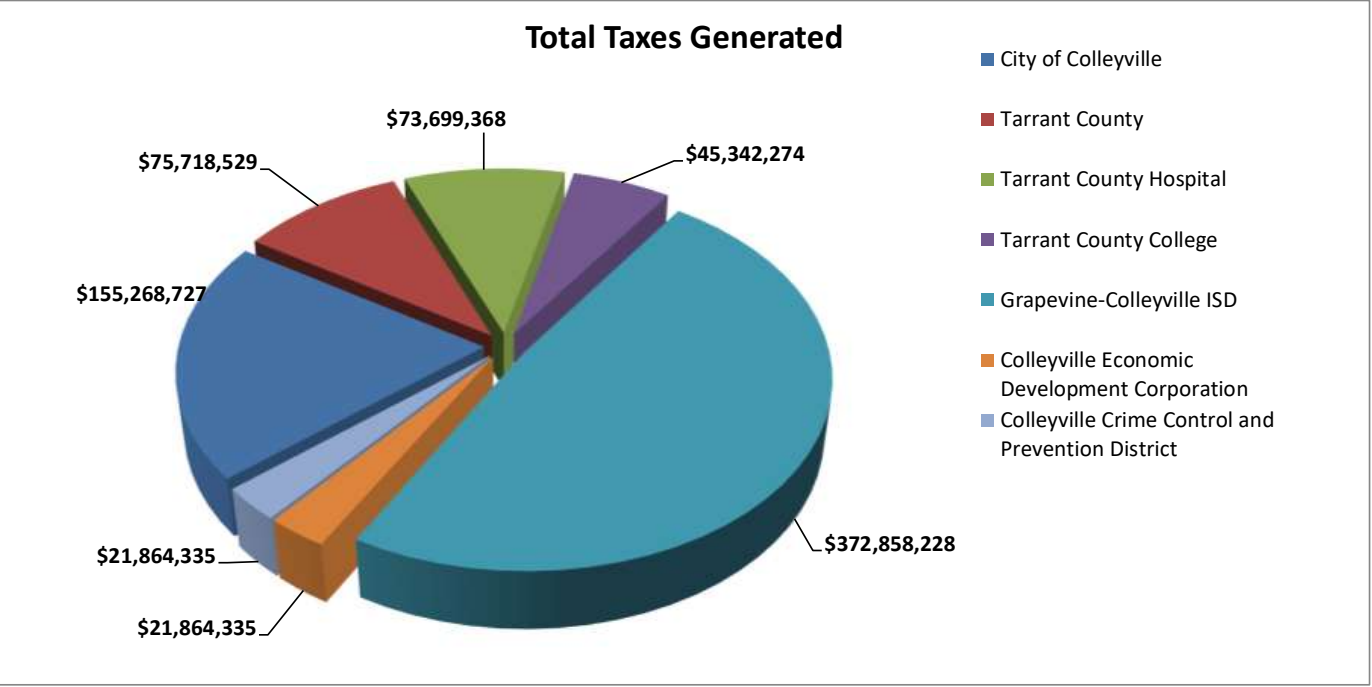
ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION																																	
TAXABLE BASE YEAR GROWTH		3.00%		6.00%		DISCOUNT RATE																											
		REAL PROPERTY TAX		BUSINESS PERSONAL PROPERTY TAX		SALES TAX																											
		City of Colleyville	0.2762040	100%	0.2762040	City of Colleyville	0.2762040	100%	0.2762040	City of Colleyville General Fund	0.0100000	100%	0.0100000	City of Colleyville General Fund	0.0100000	100%	0.0100000	City of Colleyville General Fund	0.0100000	100%	0.0100000	City of Colleyville General Fund	0.0100000	100%	0.0100000	City of Colleyville General Fund	0.0100000	100%	0.0100000	City of Colleyville General Fund	0.0100000	100%	0.0100000
		Tarrant County	0.1875000	100%	0.1875000	Tarrant County	0.1875000	100%	0.1875000	Colleyville Crime Control and Prevention District	0.0050000	100%	0.0050000	Colleyville Crime Control and Prevention District	0.0050000	100%	0.0050000	Colleyville Crime Control and Prevention District	0.0050000	100%	0.0050000	Colleyville Crime Control and Prevention District	0.0050000	100%	0.0050000	Colleyville Crime Control and Prevention District	0.0050000	100%	0.0050000	Colleyville Crime Control and Prevention District	0.0050000	100%	0.0050000
		Tarrant County Hospital	0.1825000	100%	0.1825000	Tarrant County Hospital	0.1825000	100%	0.1825000																								
		Tarrant County College	0.1122800	100%	0.1122800	Tarrant County College	0.1122800	100%	0.1122800																								
		Grapevine-Colleyville ISD	0.9233000	100%	0.9233000	Grapevine-Colleyville ISD	0.9233000	100%	0.9233000																								
		1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840	1.6817840		
REVENUE YEAR	TAX BASE YEAR	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	TOTALS
BASE YEAR (TIRZ #1 & #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	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	106,617.813
TAXABLE VALUE	City of Colleyville	627,015,068	645,825,520	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	976,869,046	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	1,477,602,081	
	Tarrant County	627,015,068	645,825,520	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	976,869,046	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	1,477,602,081	
	Tarrant County Hospital	627,015,068	645,825,520	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	976,869,046	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	1,477,602,081	
	Tarrant County College	627,015,068	645,825,520	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	976,869,046	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	1,477,602,081	
	Grapevine-Colleyville ISD	627,015,068	645,825,520	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	976,869,046	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	1,477,602,081	
TAXABLE VALUE INCREMENT	City of Colleyville	520,397,255	539,207,707	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	1,370,984,268	
	Tarrant County	520,397,255	539,207,707	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,													

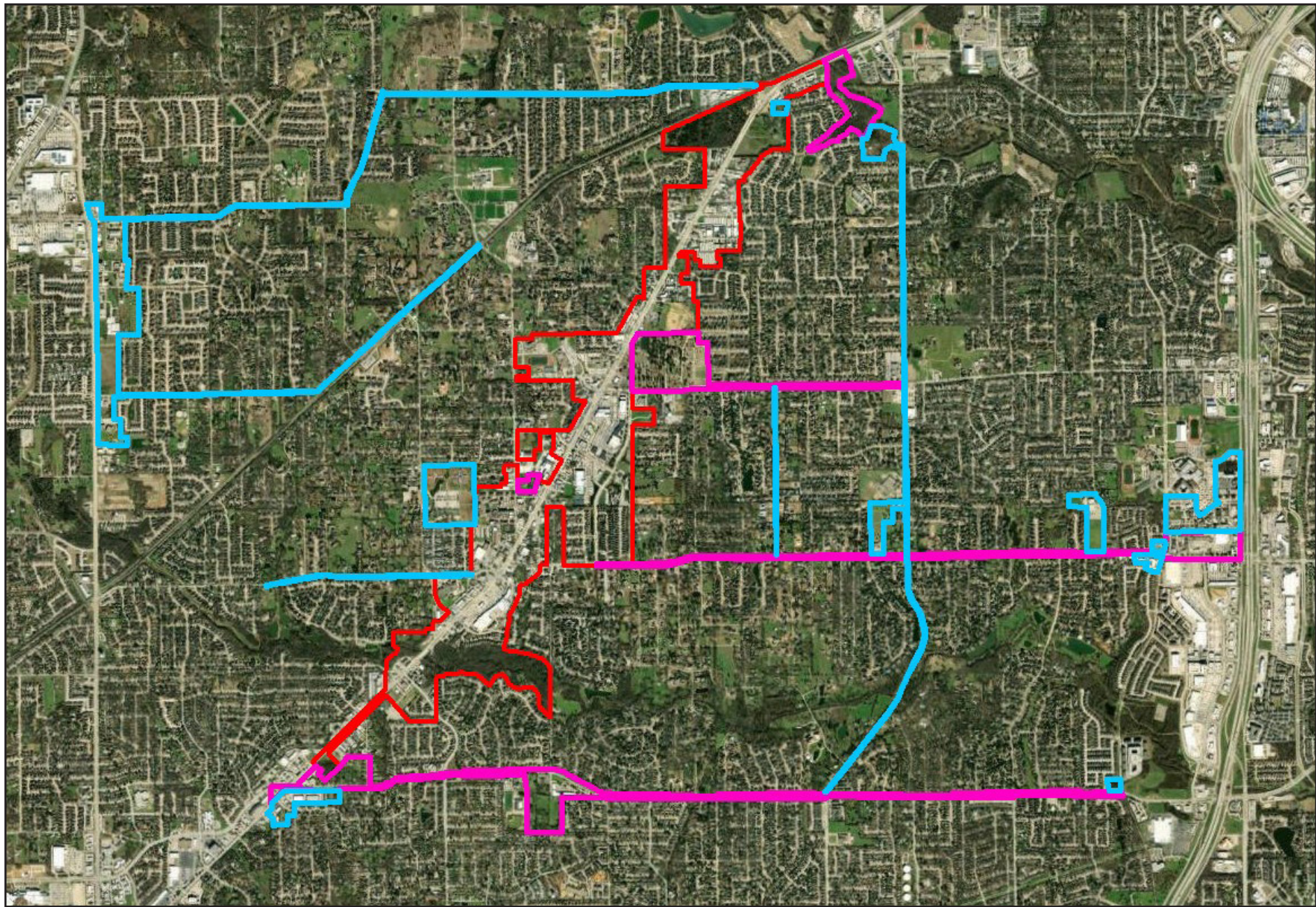
Revenue Summary

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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- 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.,

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- 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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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,

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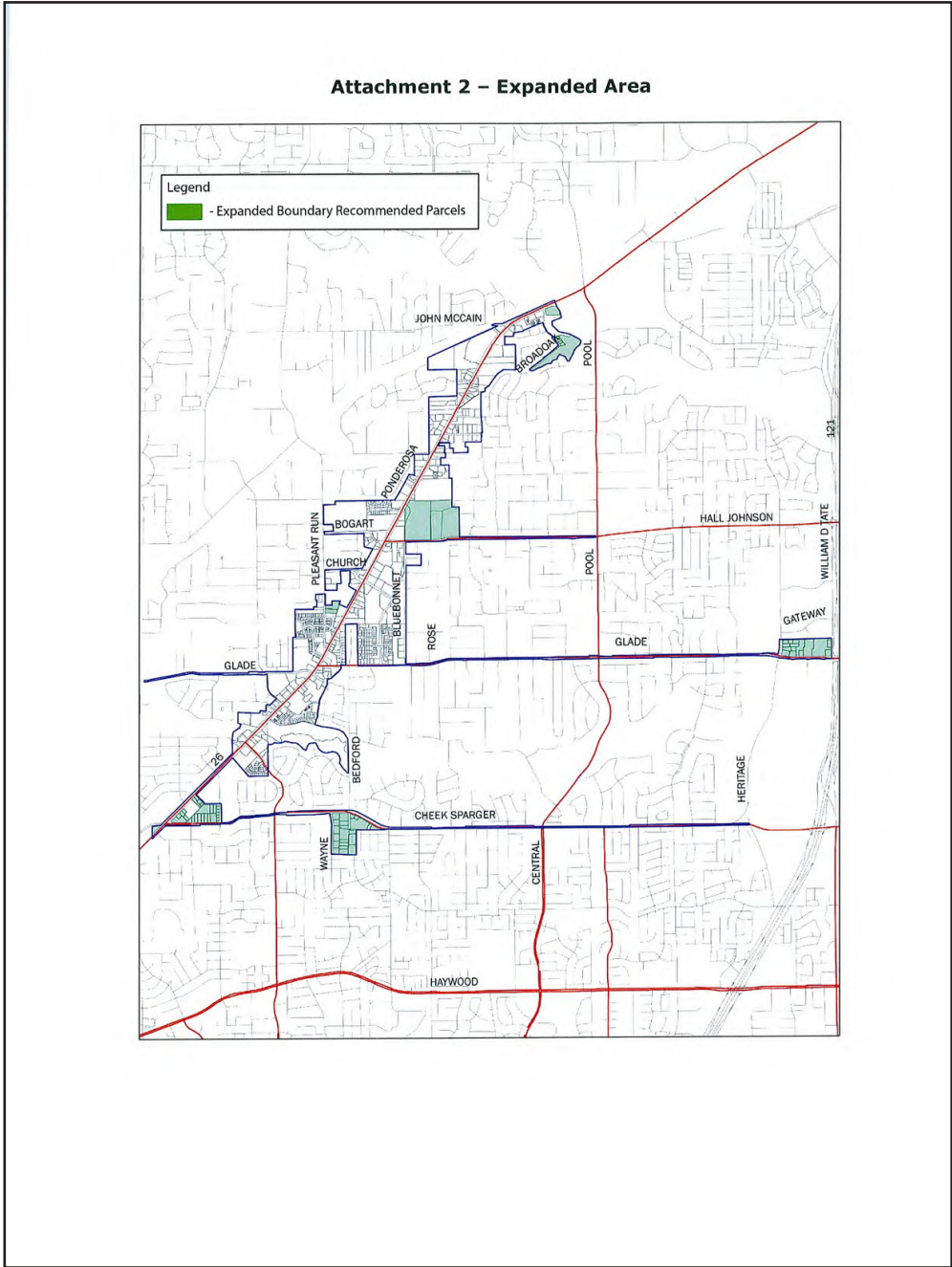
- Continuing West along the Southern boundary of said addition to the SW corner of said addition and the edge of ROW line for Pleasant Run Rd.,
- Continuing North along the Eastern ROW line of Pleasant Run Rd. to the SW corner of the First United Methodist Church and the North ROW line of Church St.,
- 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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- 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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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	Salles, 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	06920179	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	04954487	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	003909 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 N2007Lot 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	\$1,289,865	\$1,046,795	1.97
2012	05926382	13660	1	4	Dennie, 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	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	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, Joetta 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	4600 Hill Simmons Rd	Felpe, Andy Addition	Bk 1 Lot 21	\$35,000	\$63,000	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	\$231,820	\$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	07170355	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 6b

Agenda Date 10/21/2025

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

Second Reading and Public Hearing

The applicant was present and answered questions from the City Council. No one came forward to speak during the public hearing.

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

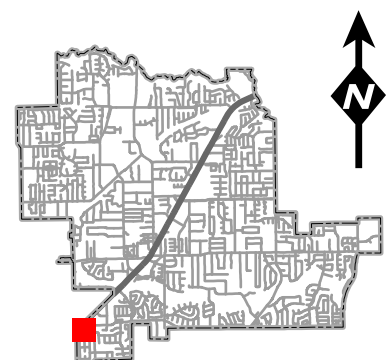
3811 Colleyville Blvd

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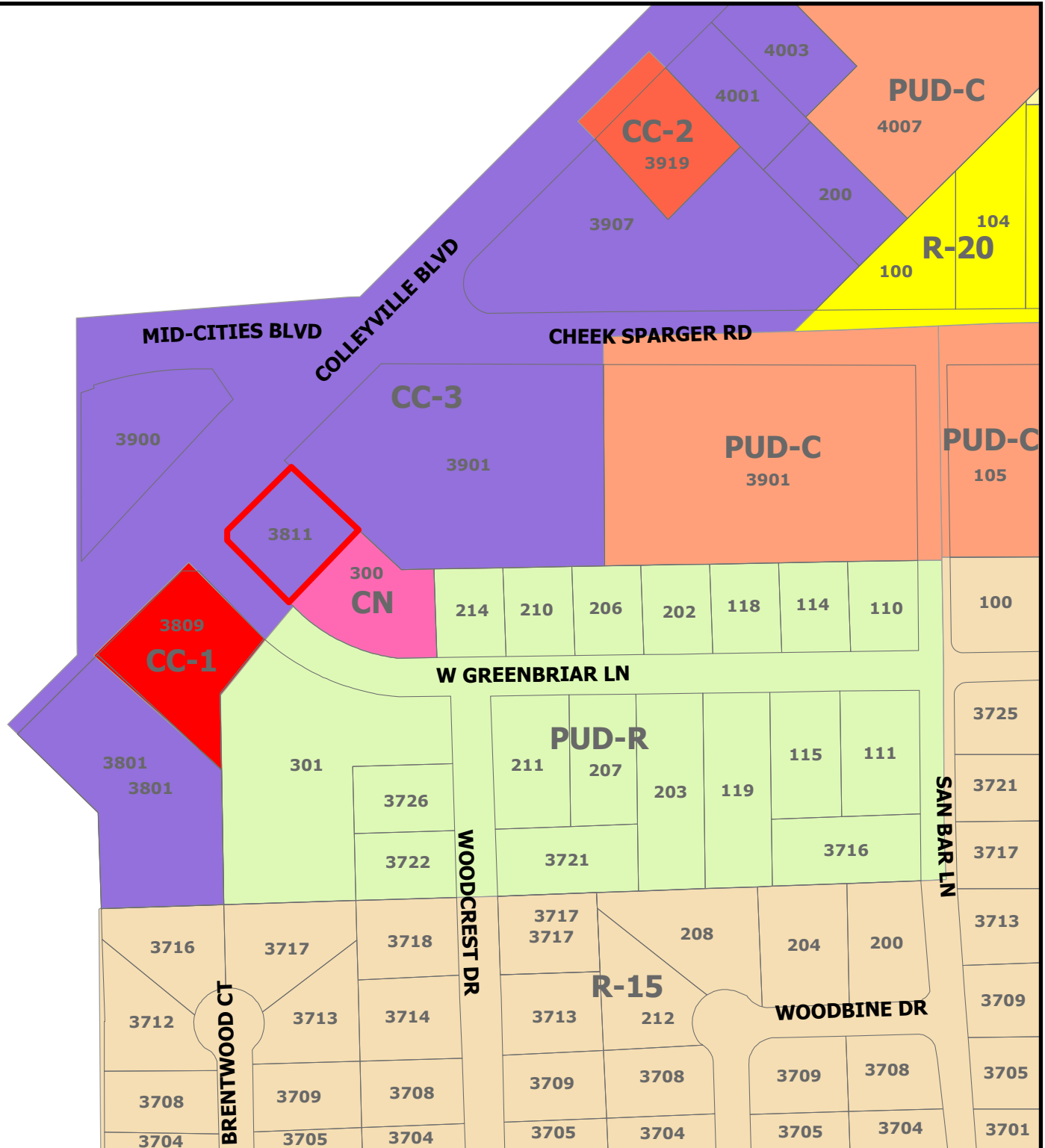
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Subject Property



Zoning Map

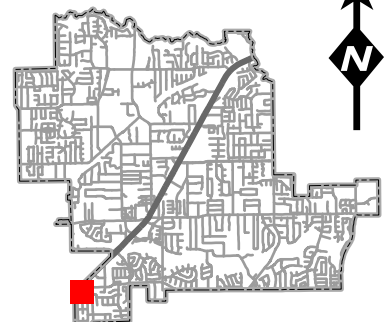


ZC25-021

3811 Colleyville Blvd



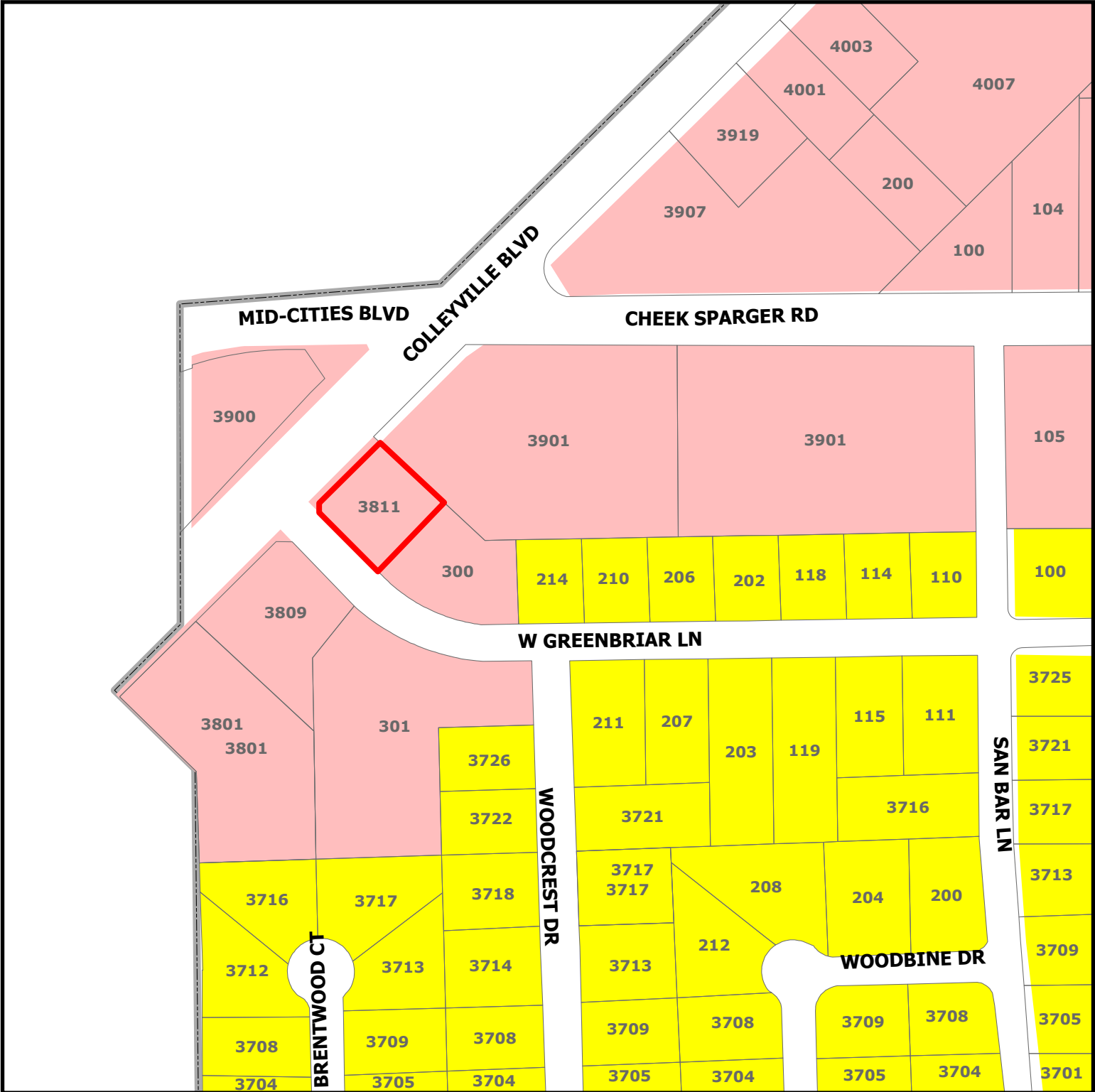
Subject Property



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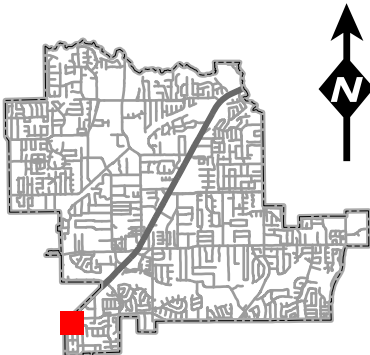
Future Land Use Map



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.

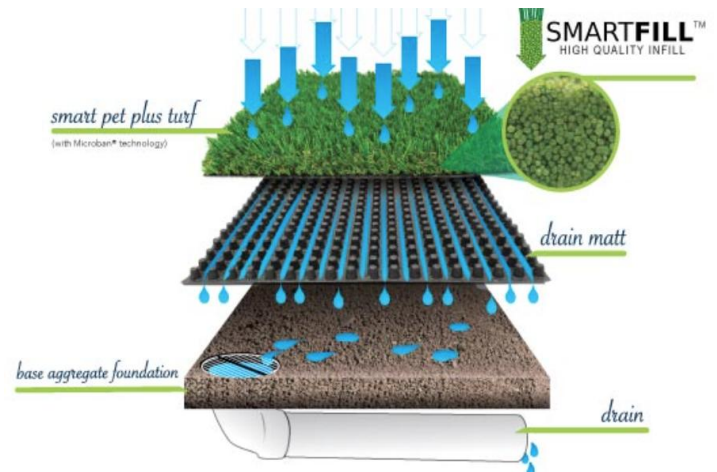
Smell & Tell Tours:

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):

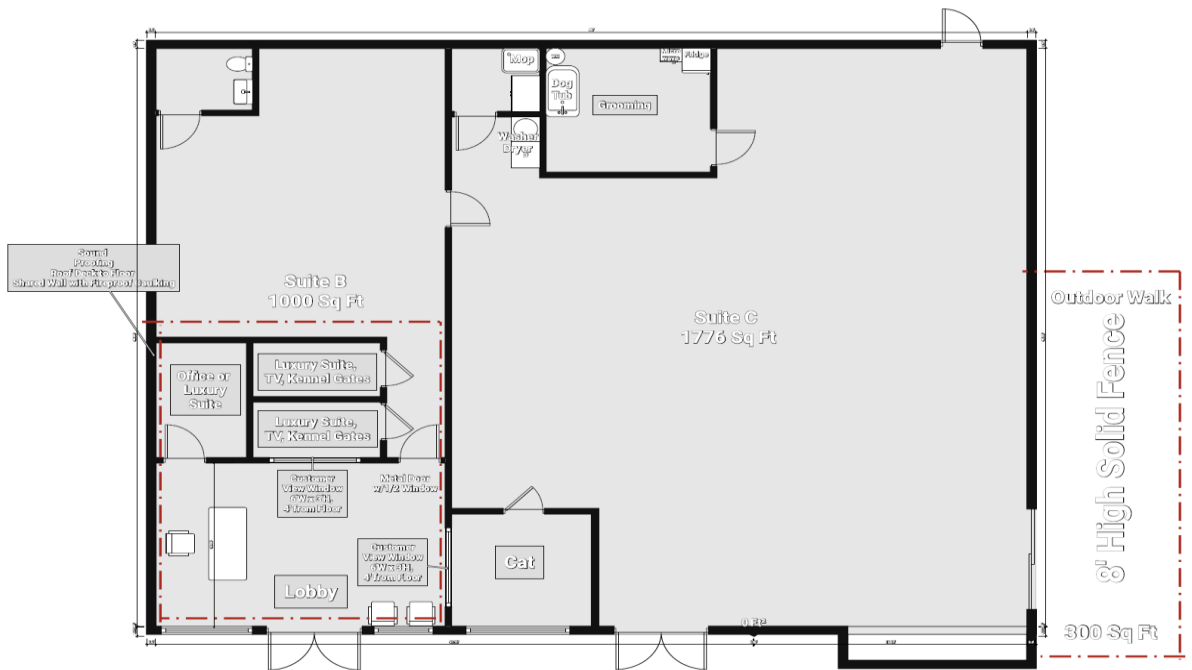
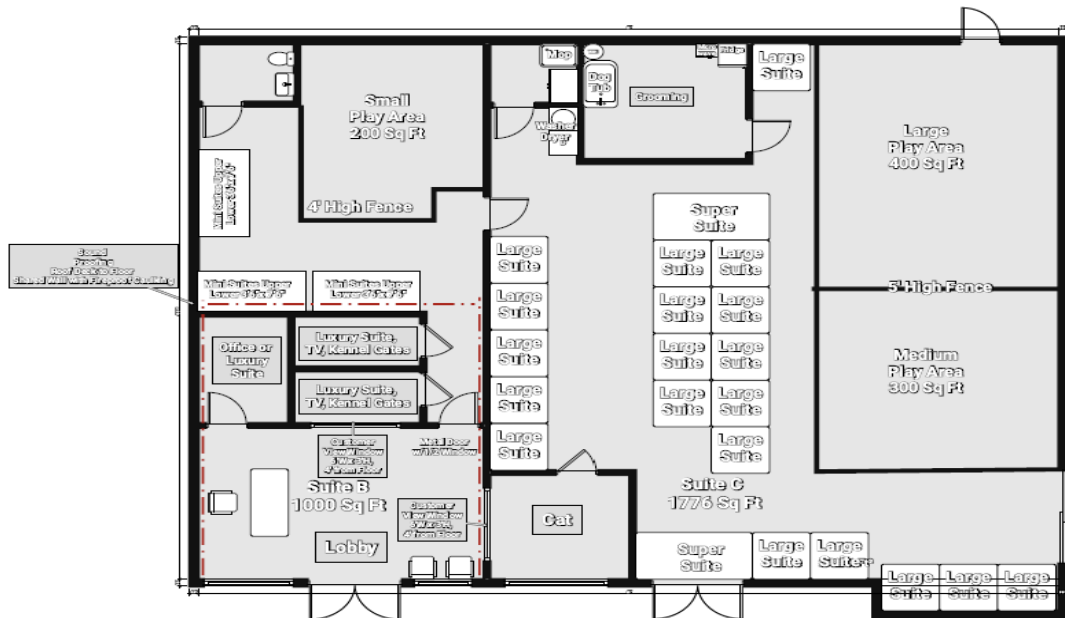
- **New HVAC Units:** Will be installed by the landlord, including air exchange for improved indoor air quality.
- **Soundproofing:** Soundproofing will be added to the shared wall, extending from roof to floor, to further reduce noise transmission. Additionally, fire caulking will be applied to all 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.

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

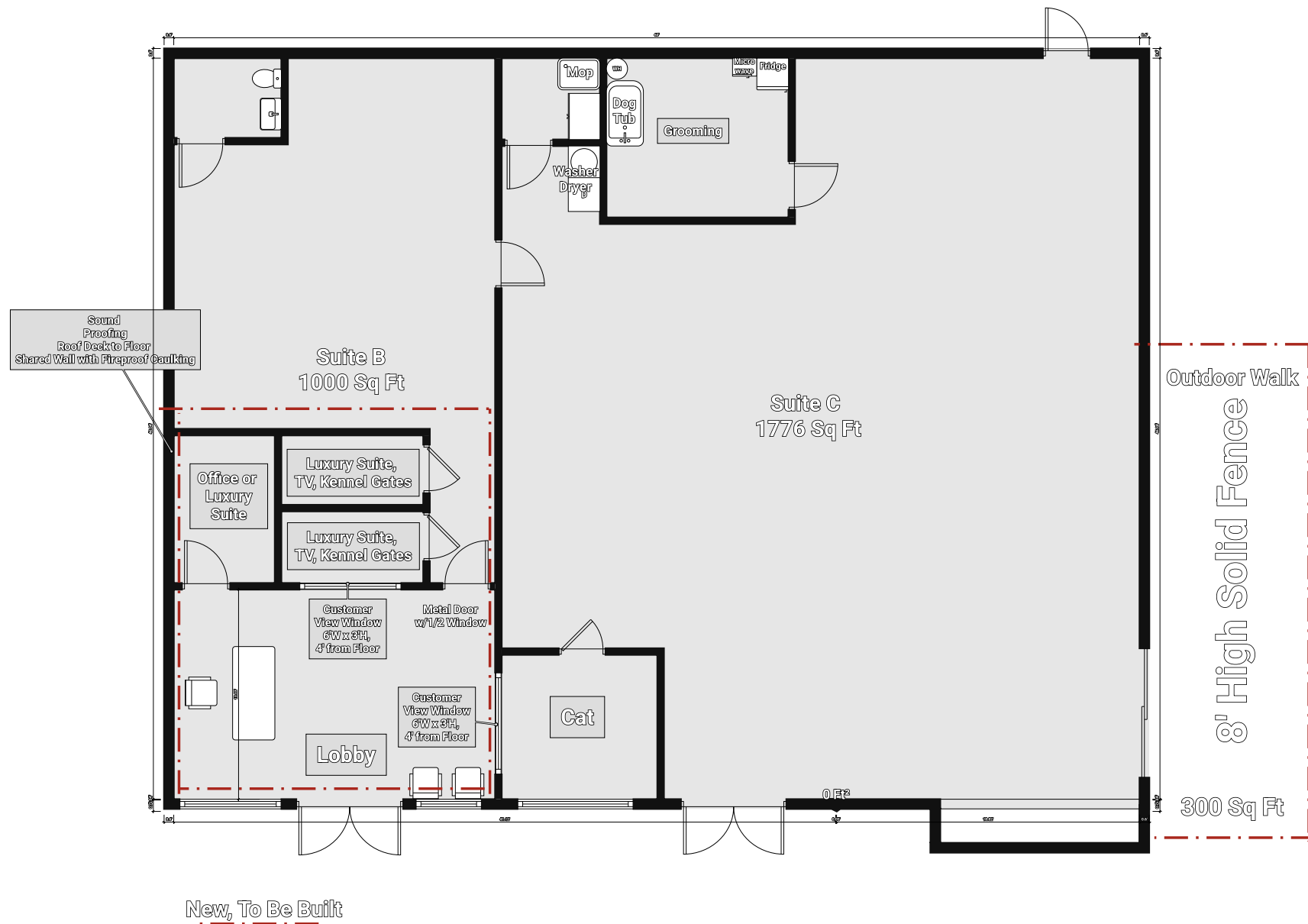


10x30 area Inside the fence, a **6-inch concrete curb**. **8-foot stained wood fence**





May, To Be Built



Notification Map

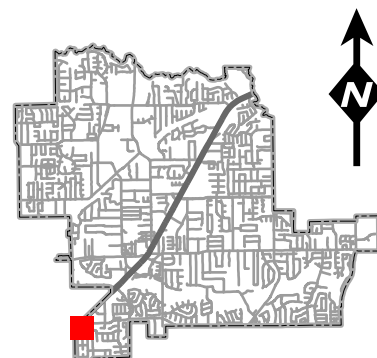


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ZC25-021

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:

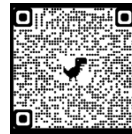
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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.

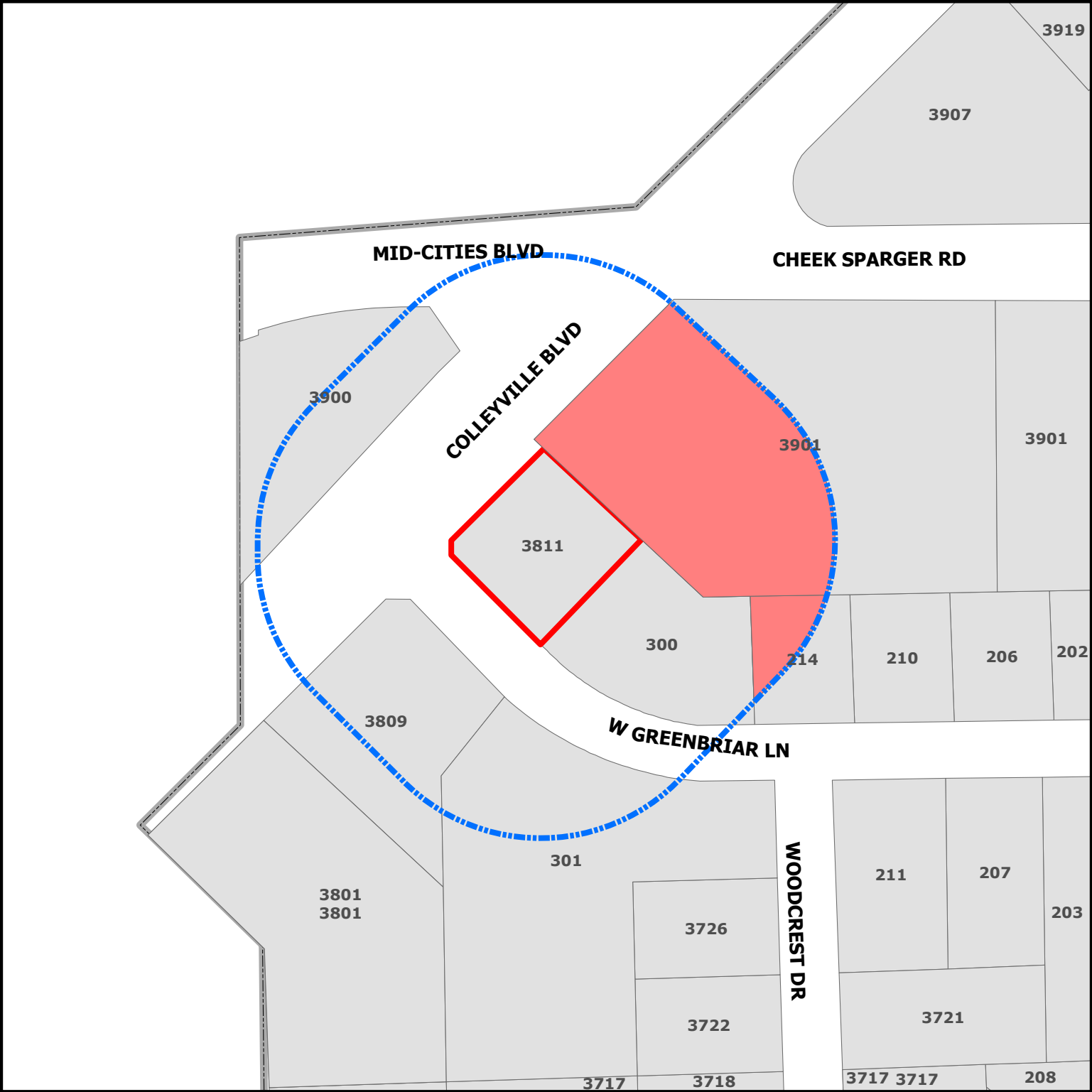
I urge you to communicate my concerns to the Planning and Zoning Commission and advocate for the denial of this proposed use.

Thank you for your attention to this matter.

Sincerely,

Callie Norris
ICA Properties, Inc.
[REDACTED]

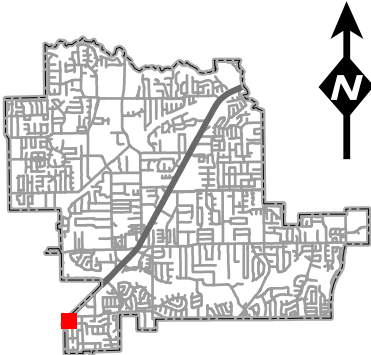
Opposition Map



ZC25-021

3811 Colleyville blvd

-  Subject Property
-  Opposing
-  Buffer_Protest



DISCLAIMER:
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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

The map displays the following planning areas and their corresponding colors:

- CC-1 (Red):** Located in the lower-left quadrant, including parcels 3809 and 3801.
- CC-2 (Orange):** Located in the upper-left quadrant, including parcel 3919.
- CC-3 (Purple):** Located in the upper-middle quadrant, including parcels 3901 and 3811.
- CC-4 (Light Purple):** Located in the upper-right quadrant, including parcels 4003, 4001, 4007, 3907, 200, 104, and 100.
- PUD-C (Orange):** Located in the middle-right quadrant, including parcels 3901 and 105.
- R-20 (Yellow):** Located in the upper-right corner, including parcels 104 and 100.
- PUD-R (Green):** Located in the lower-middle quadrant, including parcels 214, 210, 206, 202, 118, 114, 110, 301, 3726, 3722, 211, 207, 203, 119, 115, 111, 3721, 3716, 3717, 3718, 3714, 3713, 3709, 3708, 3705, 3704, 208, 204, 200, 212, 3709, 3708, 3705, 3704, 3701, 3725, 3721, 3717, 3713, 3709, 3705, 3701.
- R-15 (Tan):** Located in the lower-right quadrant, including parcels 3716, 3717, 3718, 3714, 3713, 3709, 3708, 3705, 3704, 208, 204, 200, 212, 3709, 3708, 3705, 3704, 3701.

Major streets shown include Mid-Cities Blvd, Colleyville Blvd, Cheek Sparger Rd, W Greenbriar Ln, Woodcrest Dr, Woodbine Dr, San Bar Ln, and Brentwood Ct. The map also shows the locations of various planning areas and the city's boundaries.

Exhibit "B" – Floor Plan

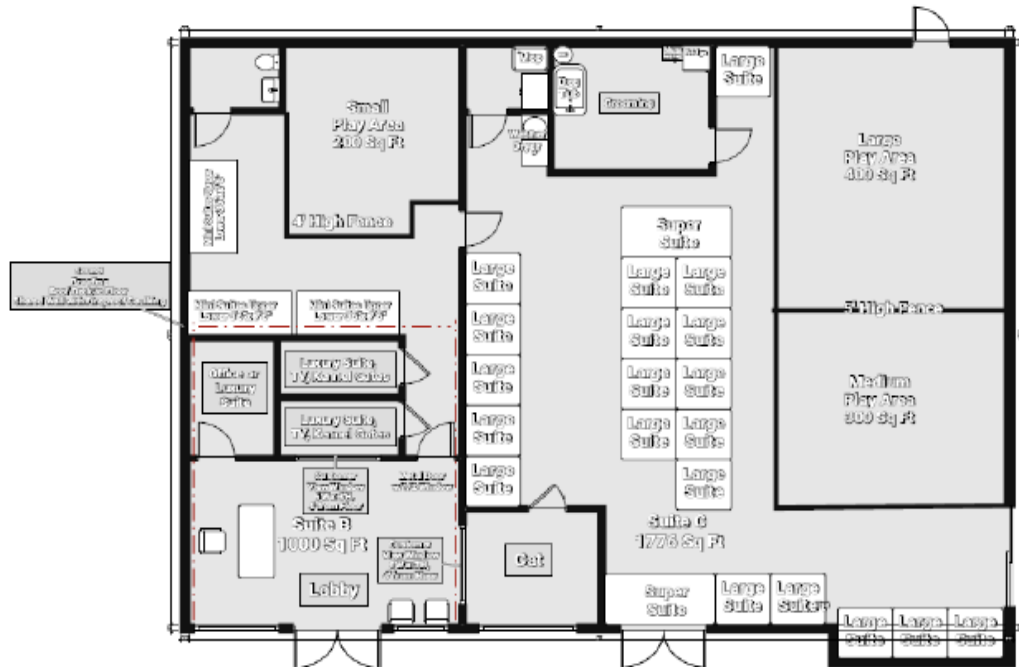
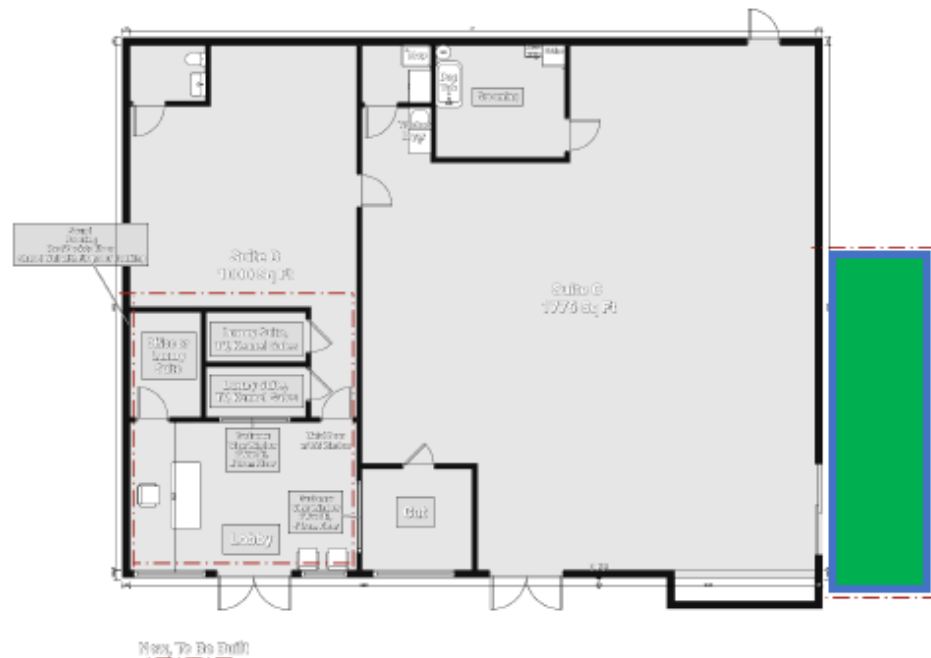


Exhibit "C" – Screening and Relief Plan



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.

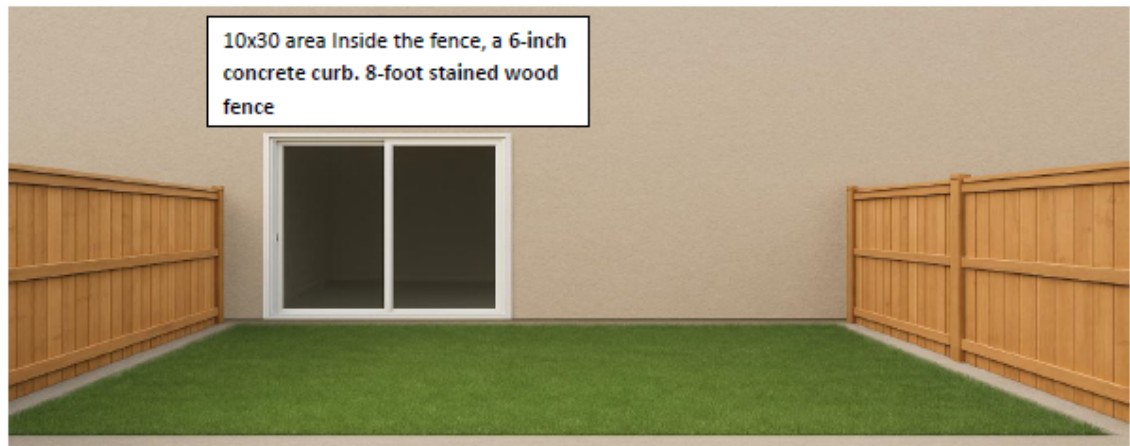
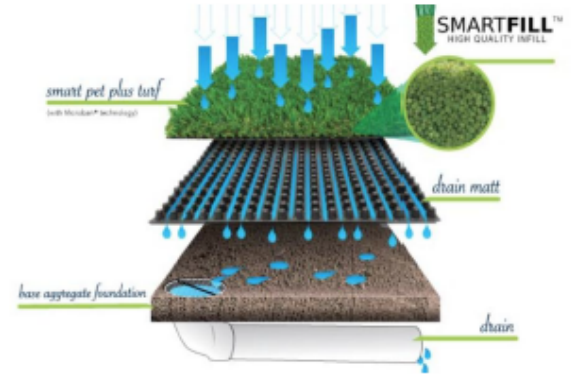


Exhibit “D” – Scope of Services

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:

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.

Nays Dream LLC

d.b.a



Preppy Pet

- 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.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c

Agenda Date 10/21/2025

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

Second Reading and Public Hearing

Staff presented the item to City Council. No one came forward to speak during the public hearing.

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

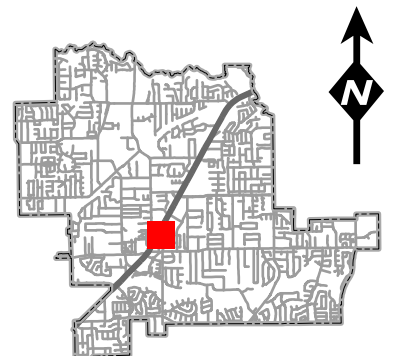


ZC25-022

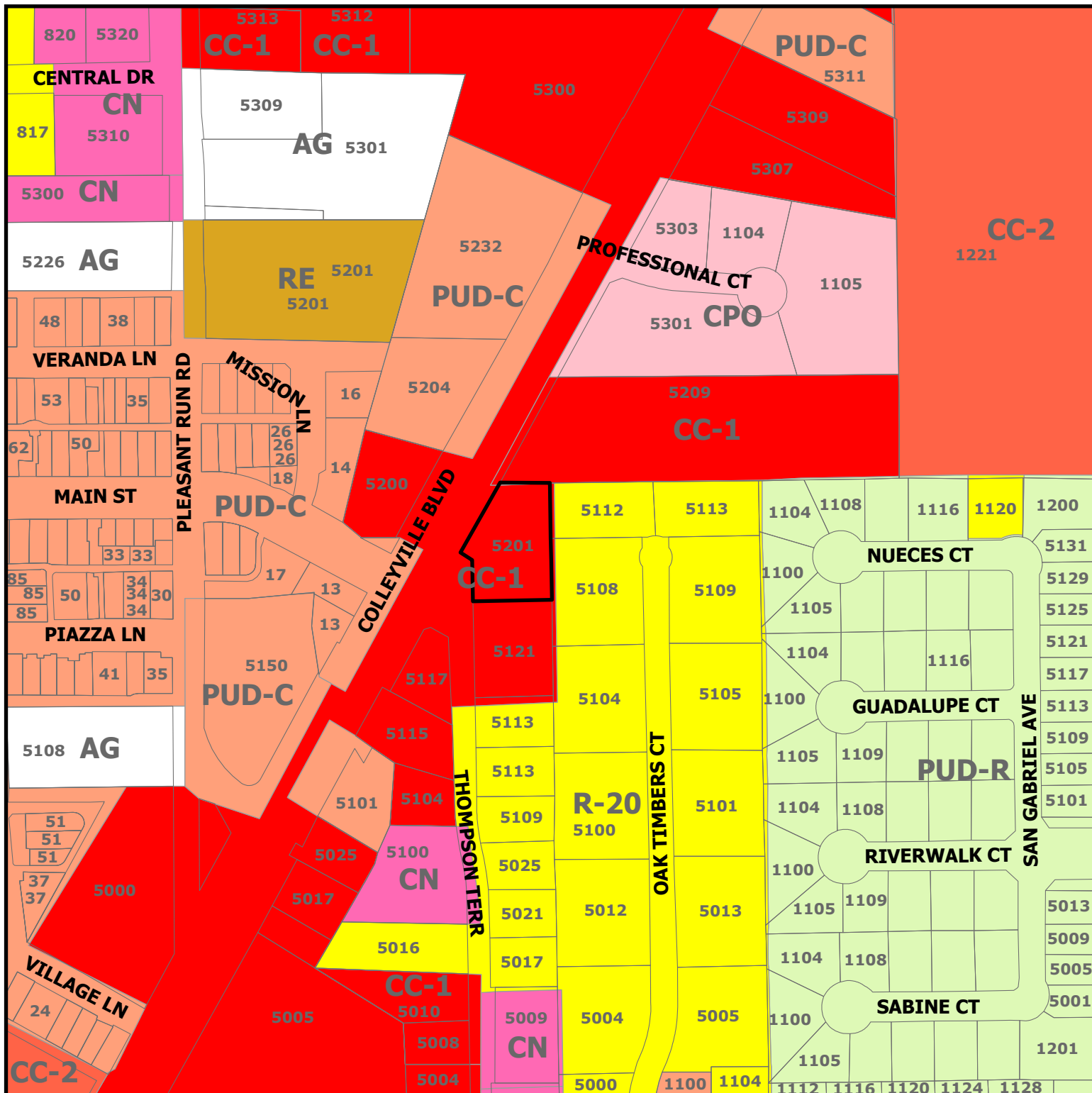
5201 Colleyville Blvd

DISCLAIMER:
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Subject Property



Zoning Map



ZC25-022

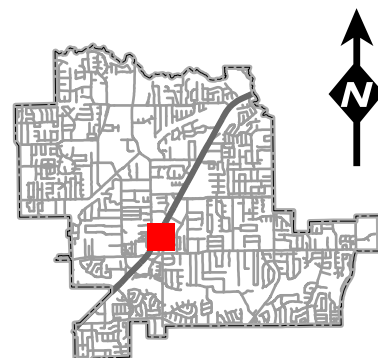
5201 Colleyville Blvd

DISCLAIMER:

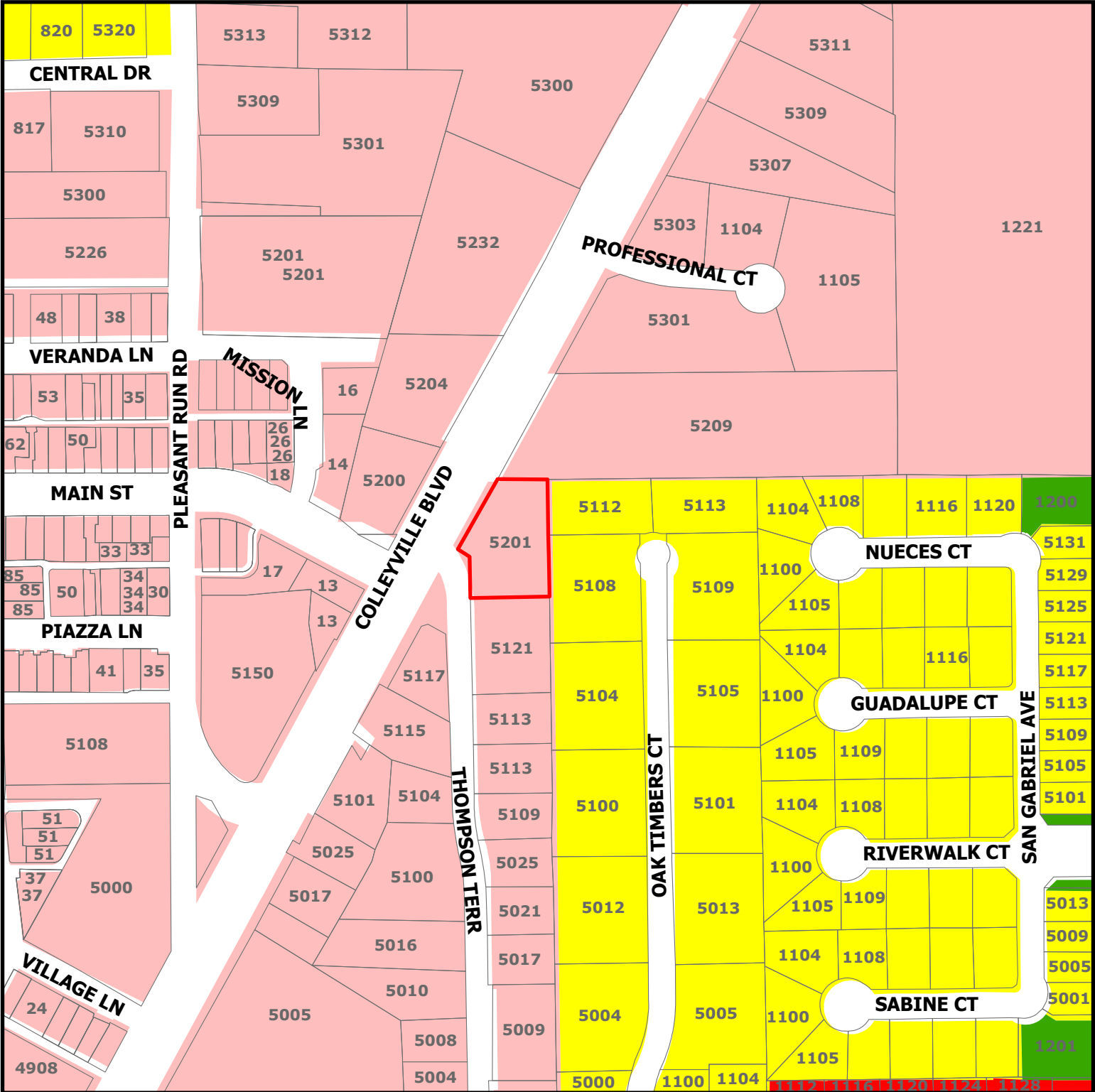
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Subject Property



Future Land Use Map

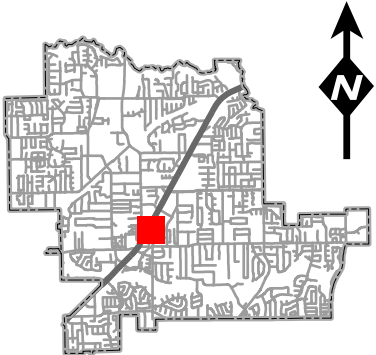


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ZC25-022

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 "A" – Zoning Map

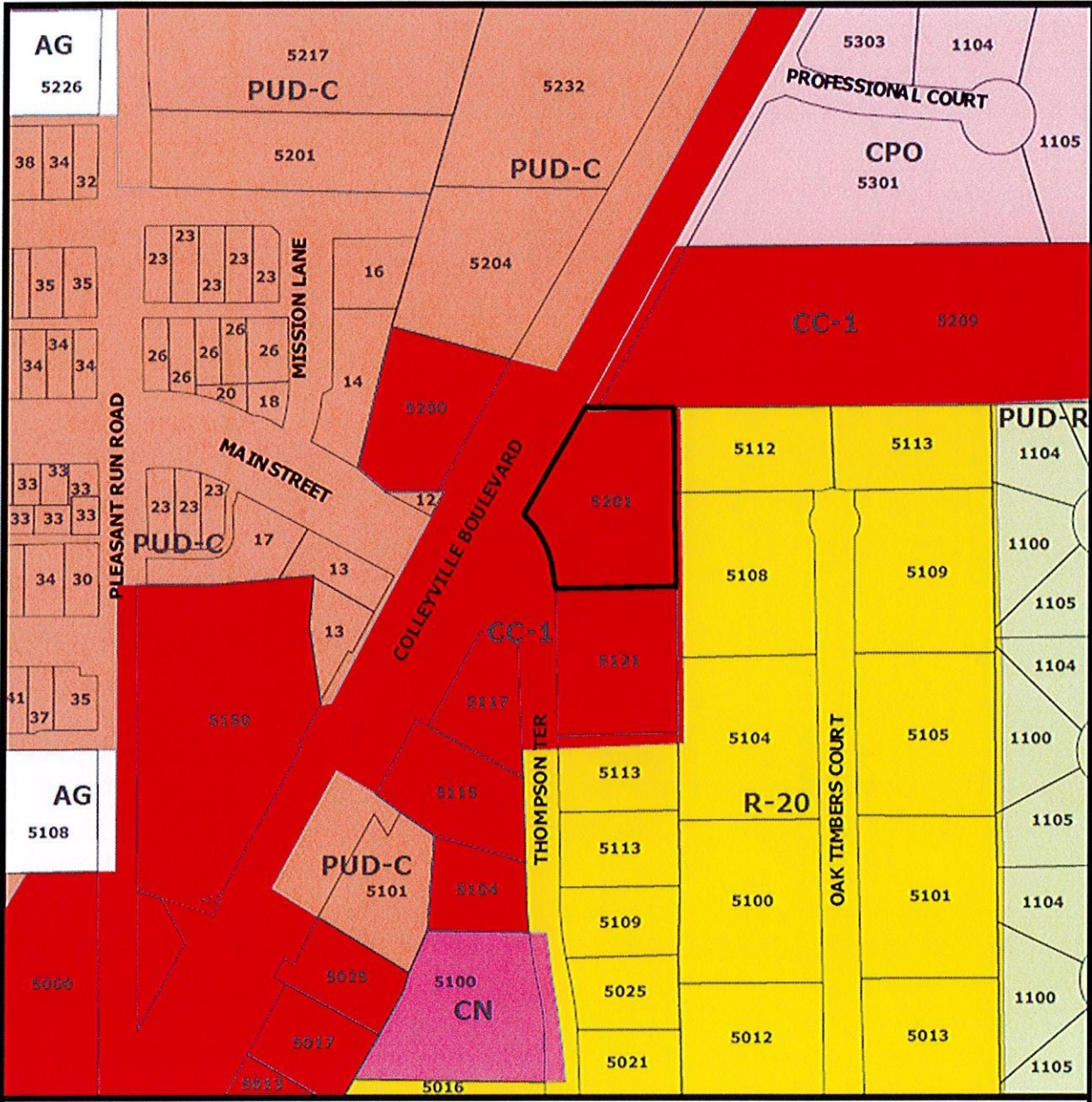
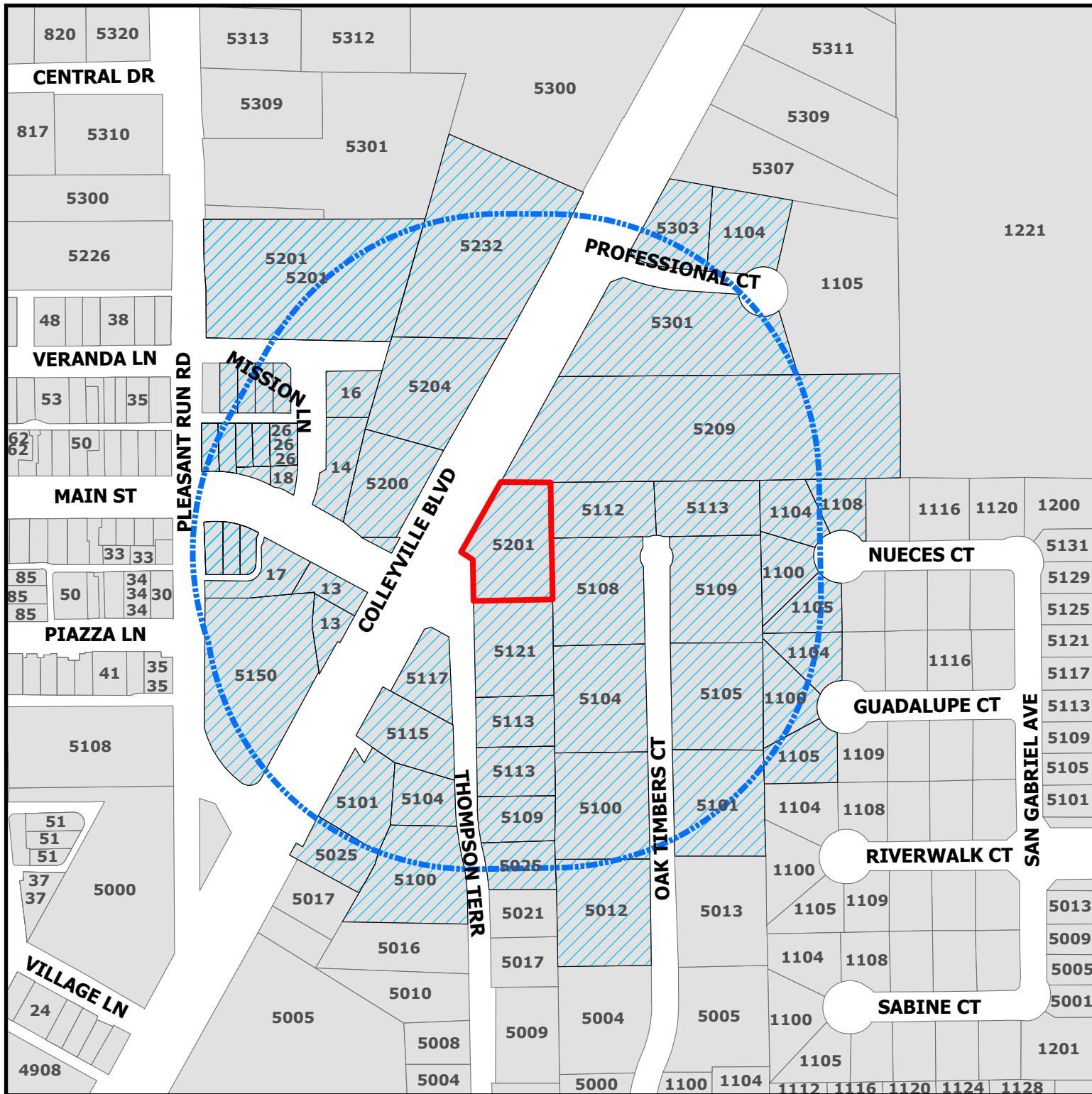


Exhibit "B" – Aerial Map



[illegible]

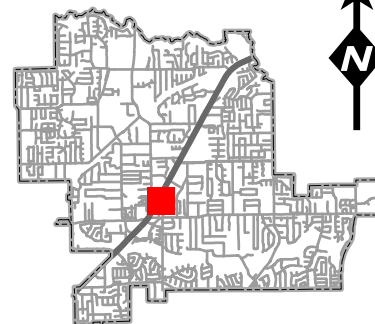
Notification Map



ZC25-022

5201 Colleyville Blvd

- Subject Property
- Buffer
- Parcels to be notified



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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:

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

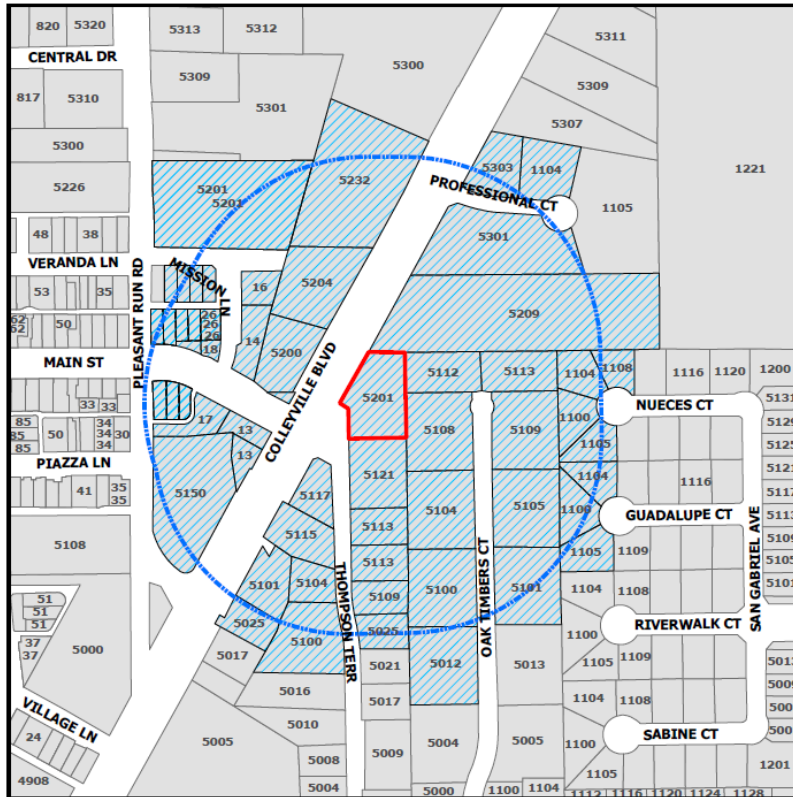
Present Zoning: CC-1 Village Retail

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:

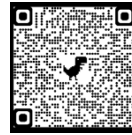
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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

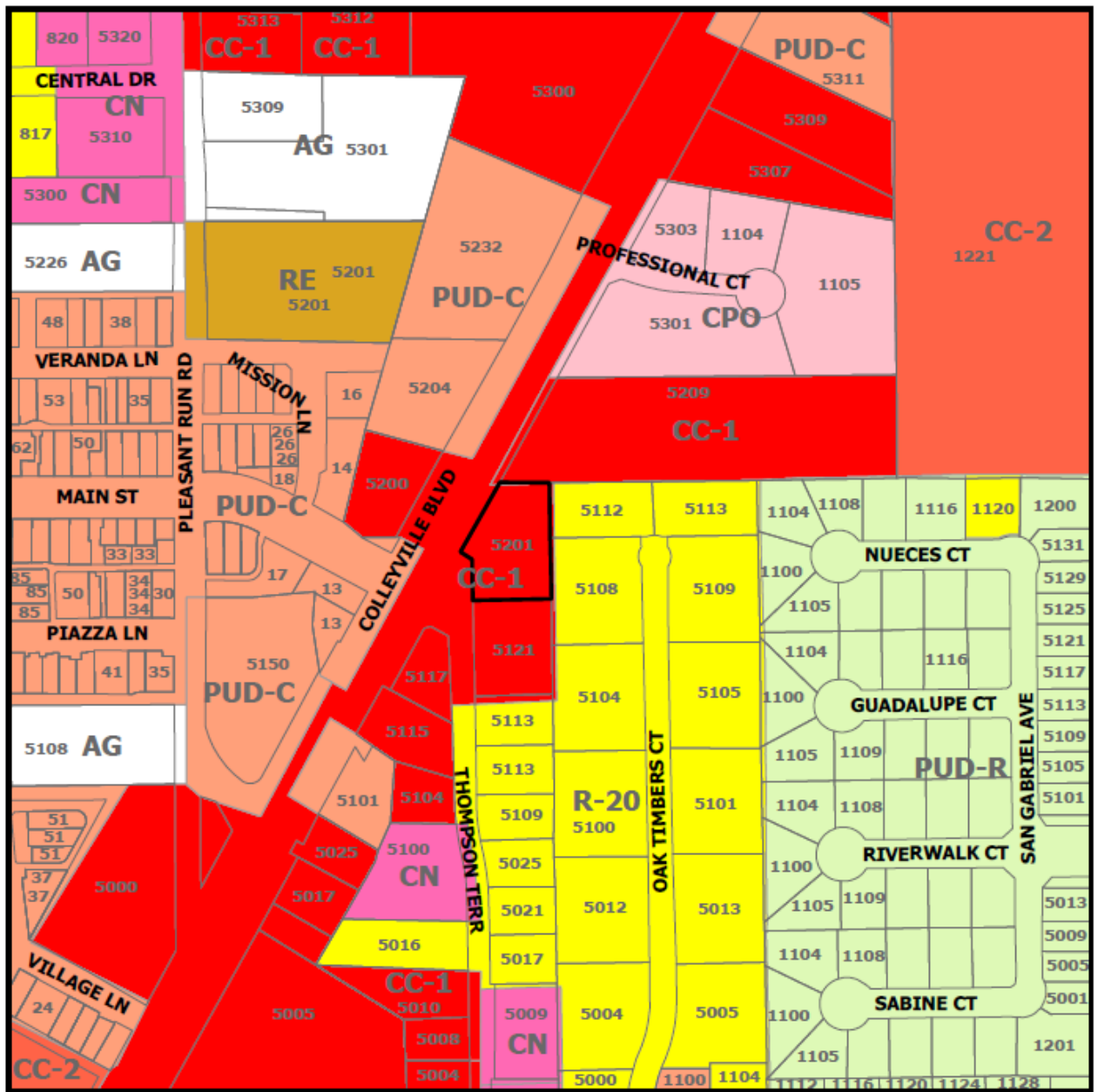
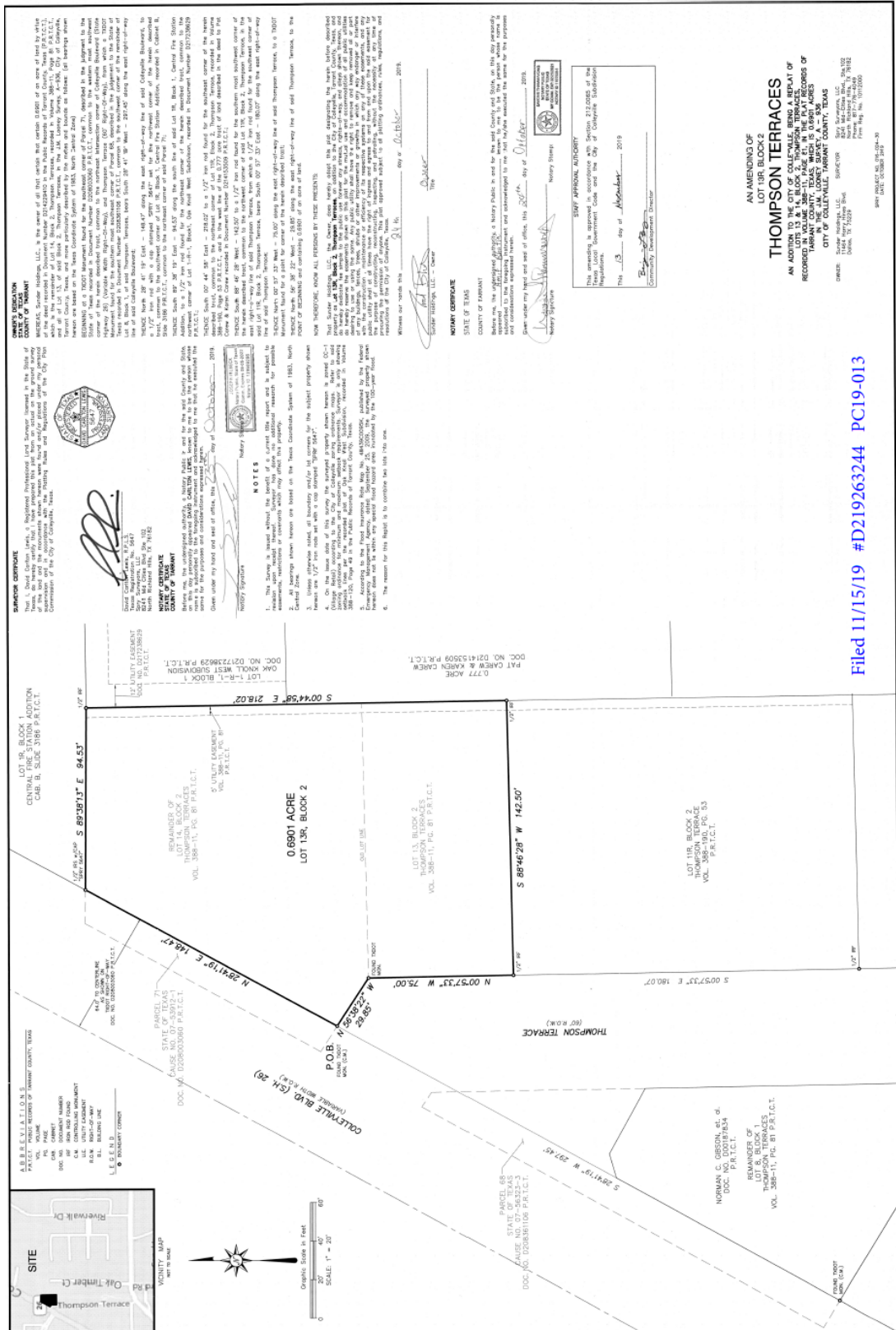


Exhibit "B" – Aerial Map



Filed 11/15/19 #D219263244 PC19-013





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6d

Agenda Date 10/21/2025

Number Ordinance O-25- 2350

Type Ordinance

Department Community Development

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

Second Reading and Public Hearing

Staff presented the item to City Council and answered questions. No one came forward to speak during the public hearing.

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.

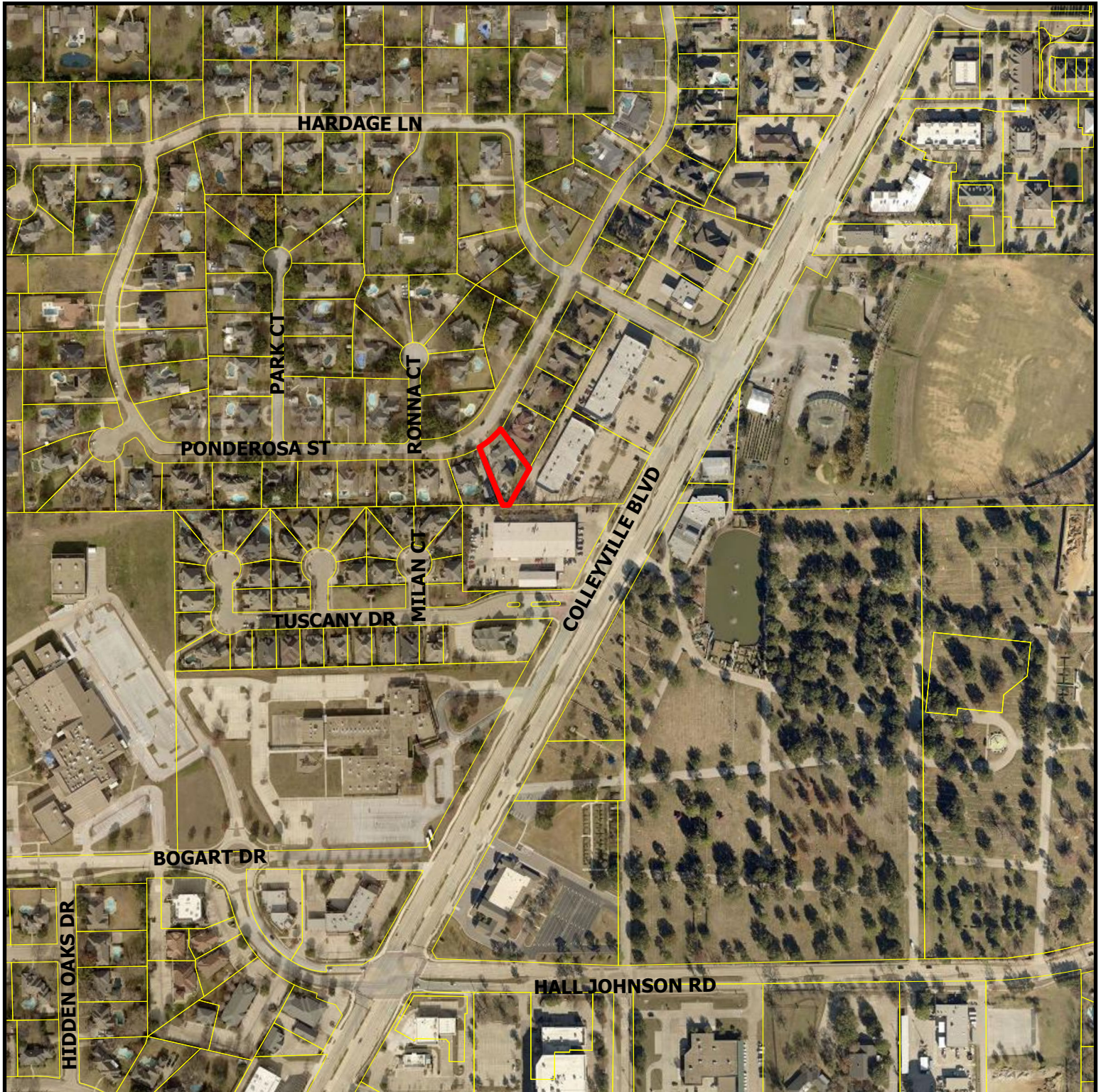
Staff Recommendation: Staff is neutral on this request.

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. Electrical Plan
9. Foundation Plan
10. Notification Map
11. Notification Letter
12. Ordinance O-25-2350

Aerial Map

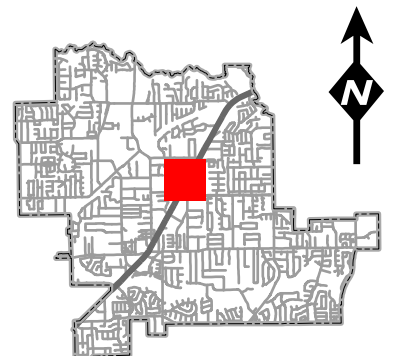


ZC25-023

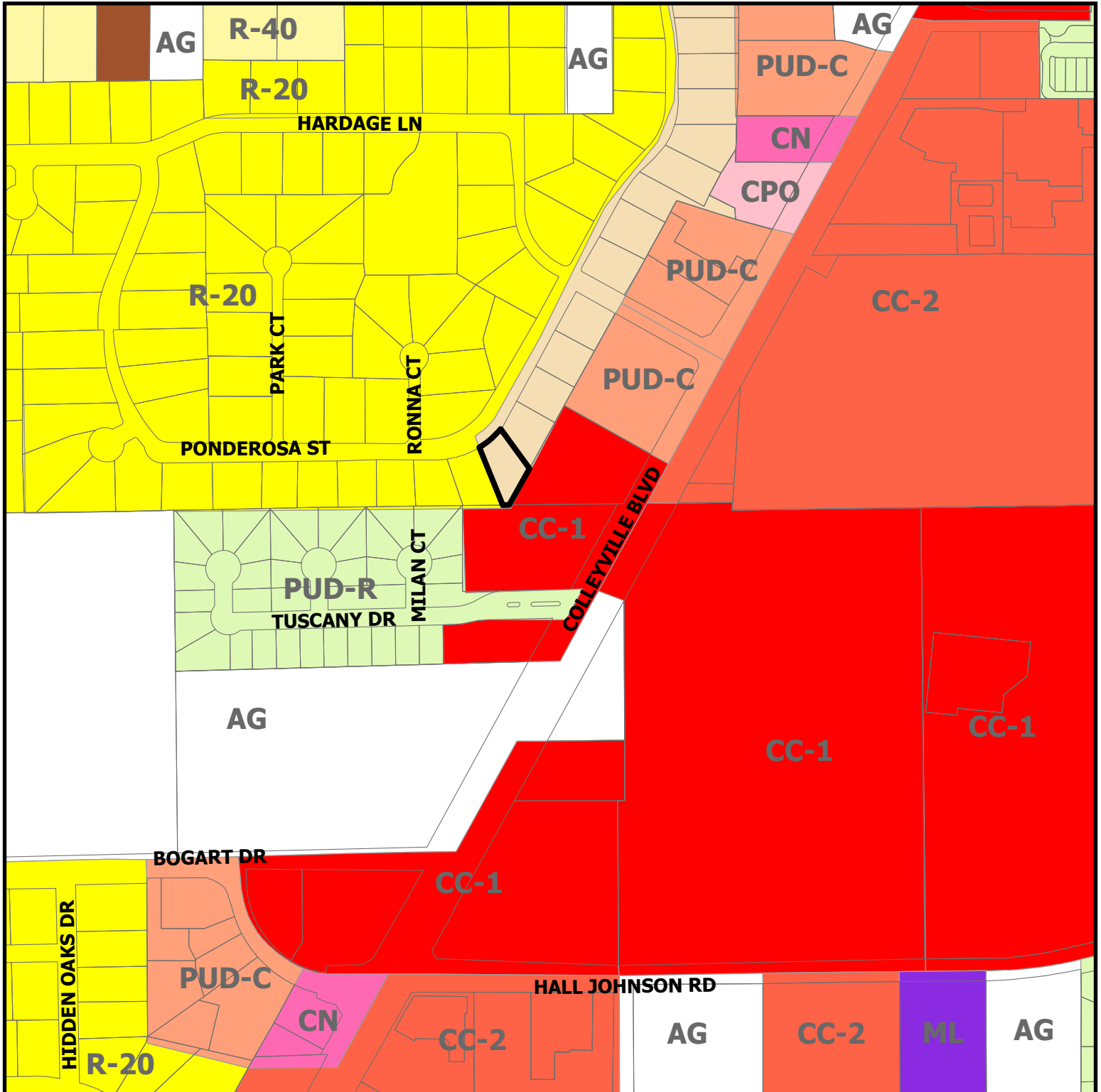
5912 Ponderosa St

DISCLAIMER:
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 Subject Property



Zoning Map

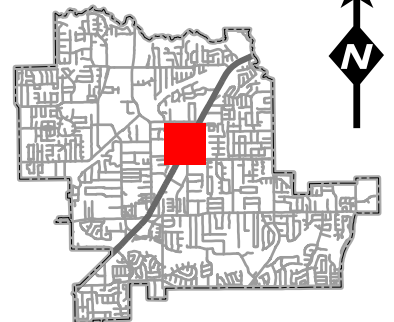


ZC25-023

5912 Ponderosa St

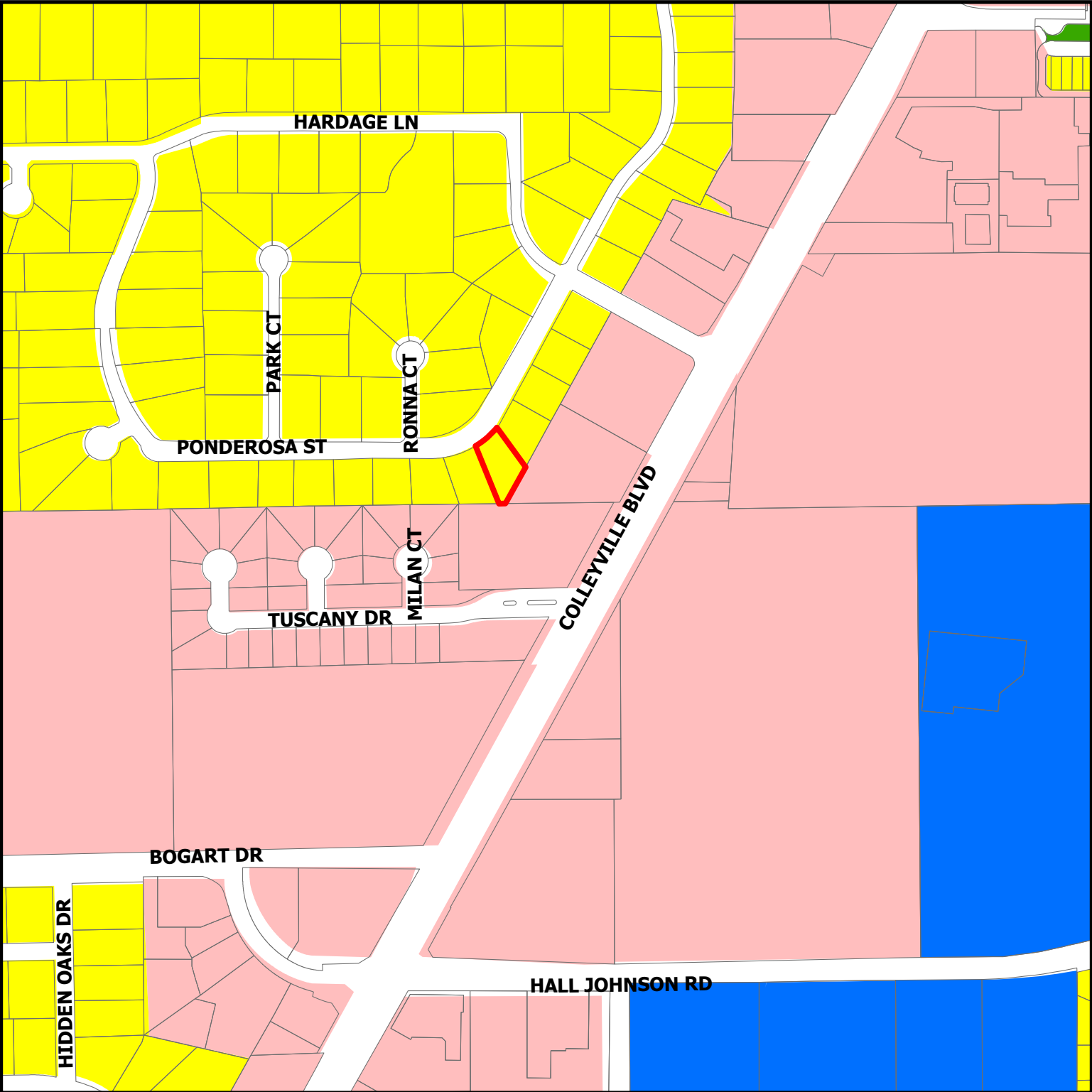


Subject Property



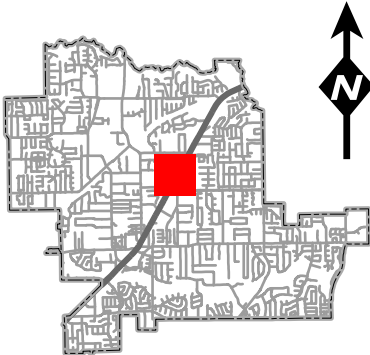
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Future Land Use Map



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

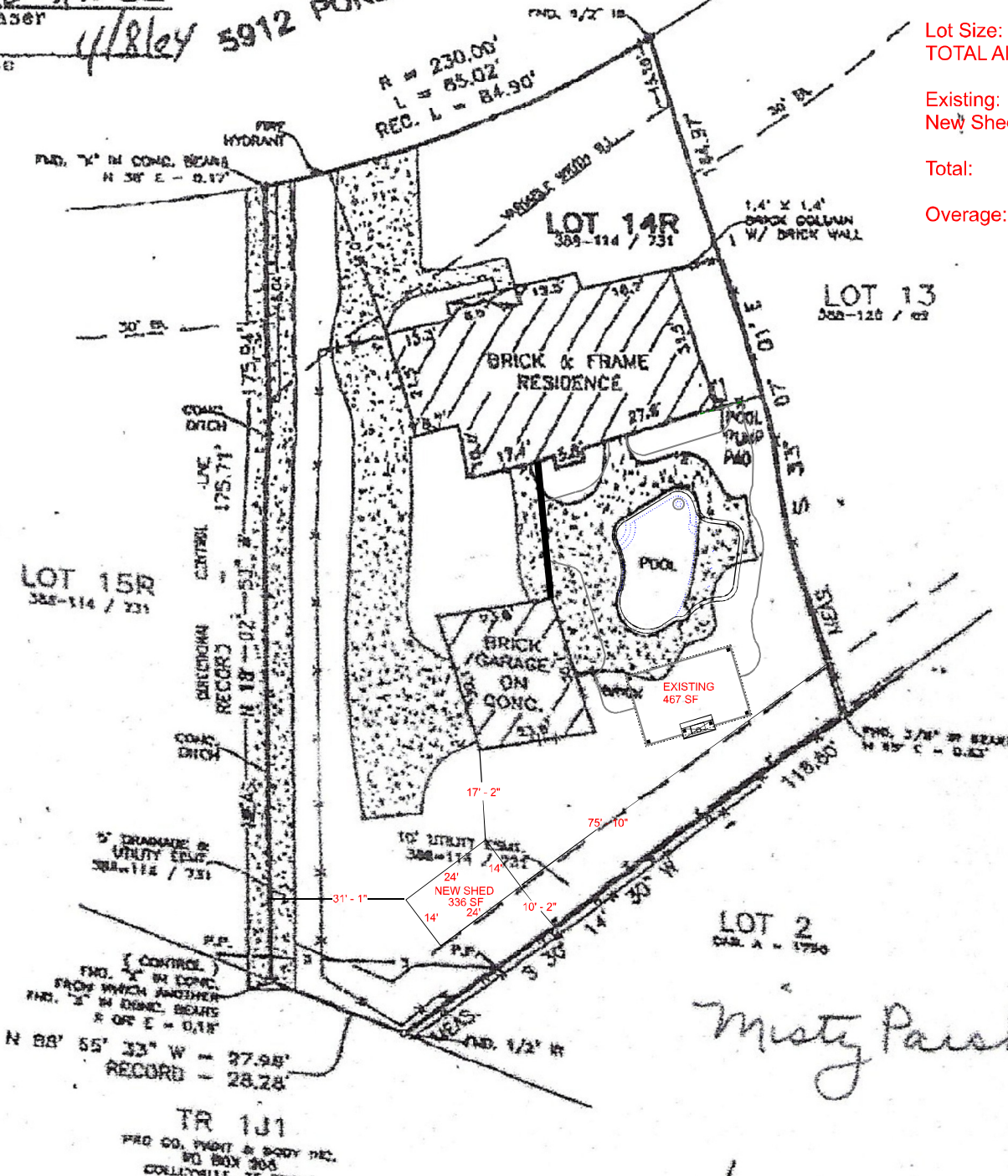
[Signature]
purchaser

[Signature]
purchaser

date

4/8/14

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%

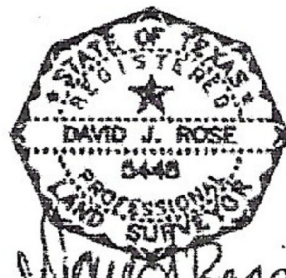
According to Field Map 4843801, which is not to scale. This property is located in Zone 1, which is not to scale. The above flood statement is based on the map provided, which is not to scale. The above flood statement is based on the map provided, which is not to scale. The above flood statement is based on the map provided, which is not to scale.

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

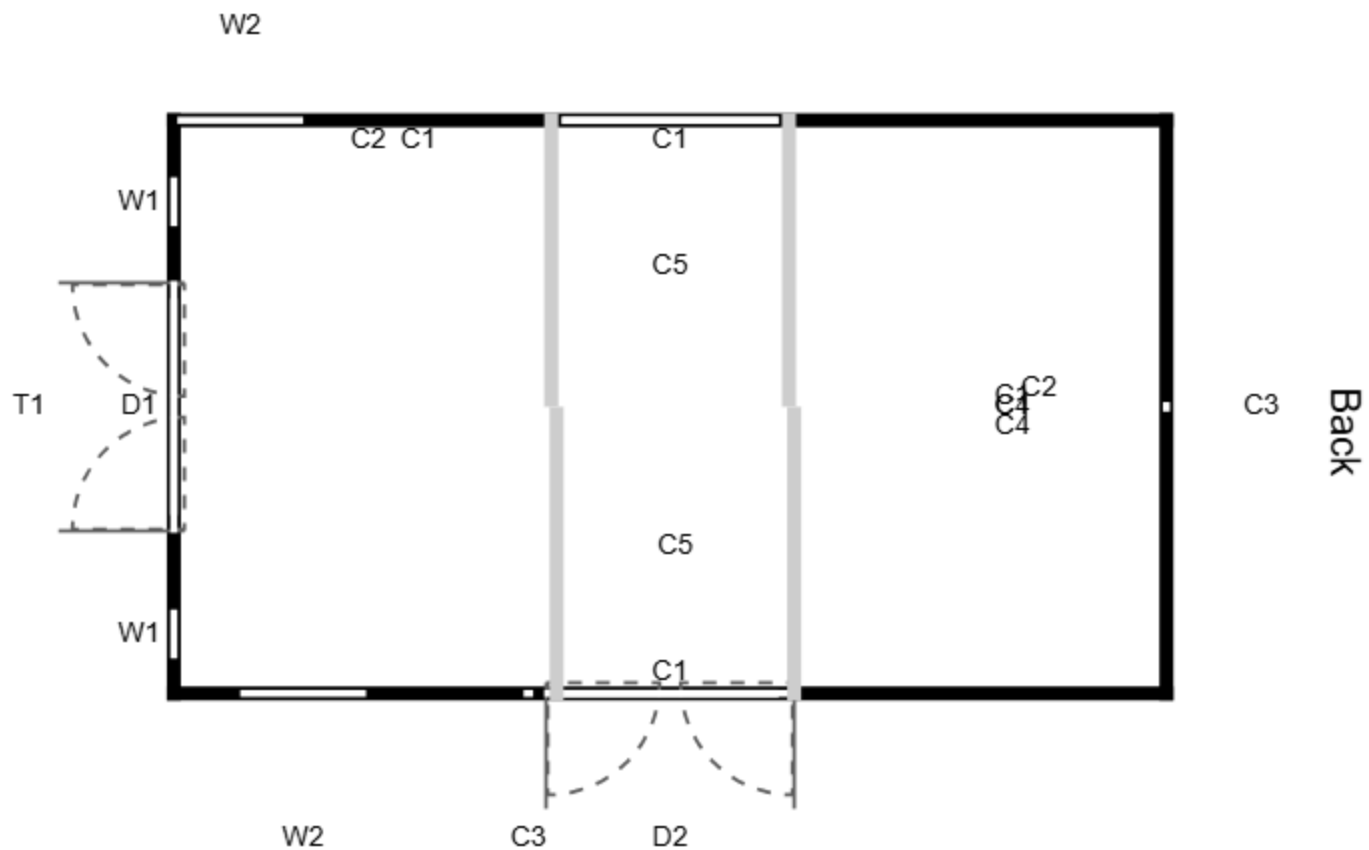
Roof: Shingle - color Estate Grey

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		
Existing	Dwelling + Garage	3,382
	Covered Porch	
	Covered Patio	
	Accessory Structures	CABANA UNDER CONSTRUCTION 467
	Other roofed areas	
New	Dwelling + Garage	
	Covered Porch	
	Covered Patio	
	SHED Accessory Structures	14'x24' 336
	Other roofed areas	

Paved + Pool/Spa Square Foot	
Driveway	2,530
Sidewalk	102
Uncovered Patio	
Uncovered Deck	
Pool/Spa (Surface area)	708
Pool/Spa Deck (surface area)	1,447
Sport Court	
Driveway	
Sidewalk	
Uncovered Patio	
Uncovered Deck	
Pool/Spa (Surface area)	
Pool/Spa Deck (surface area)	
Sport Court	

Total (Under Roof)	4,185
--------------------	-------

Total Under Roof/Lot Size	26.44 %
---------------------------	---------

Lot Size (sq. feet)	15,823	SF
---------------------	--------	----

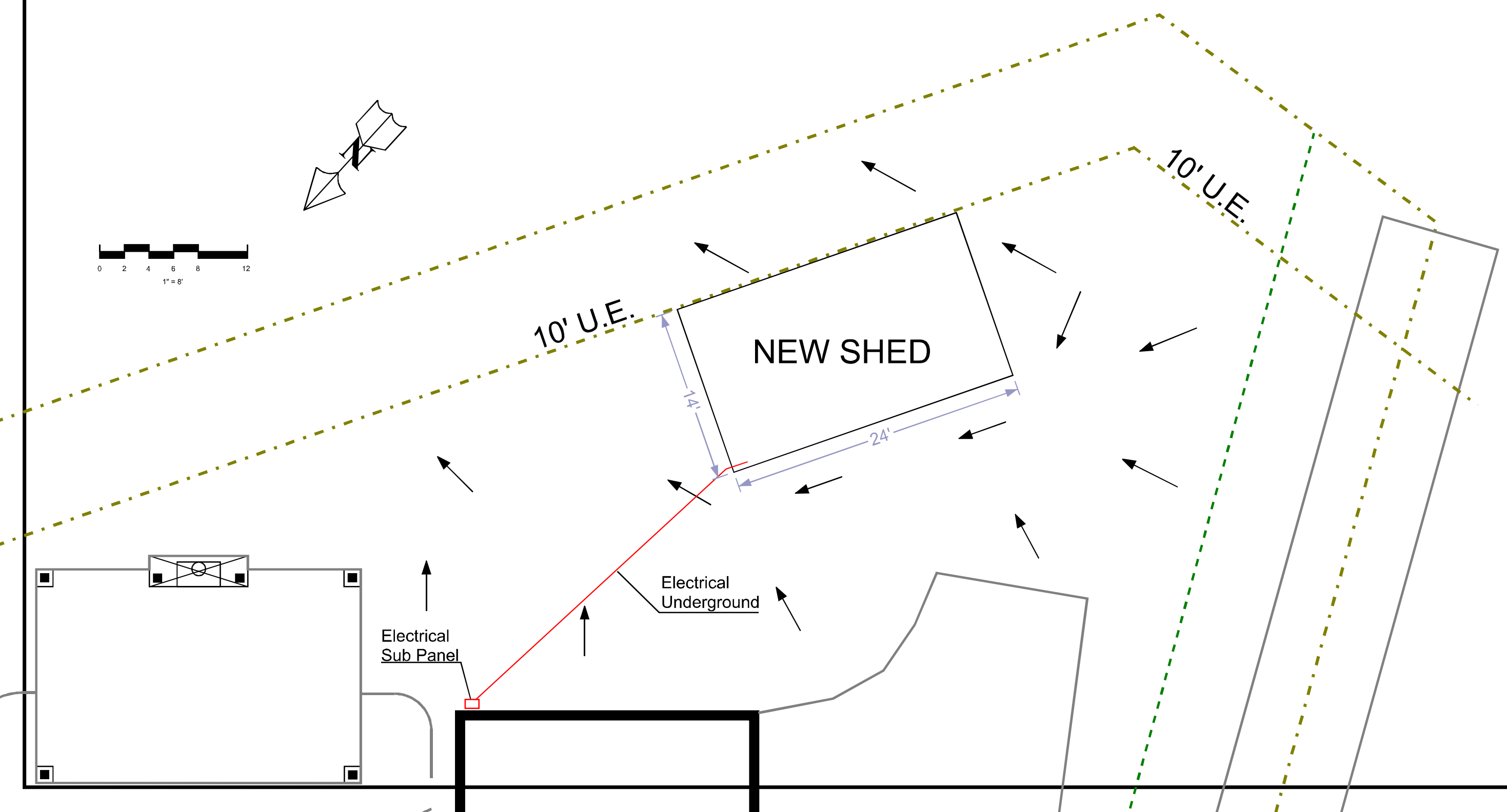
Total Uncovered	4787	Total Impervious (Under roof + Uncovered)	8,972
-----------------	------	---	-------

Total Impervious/Lot Size	56.70 %
---------------------------	---------

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

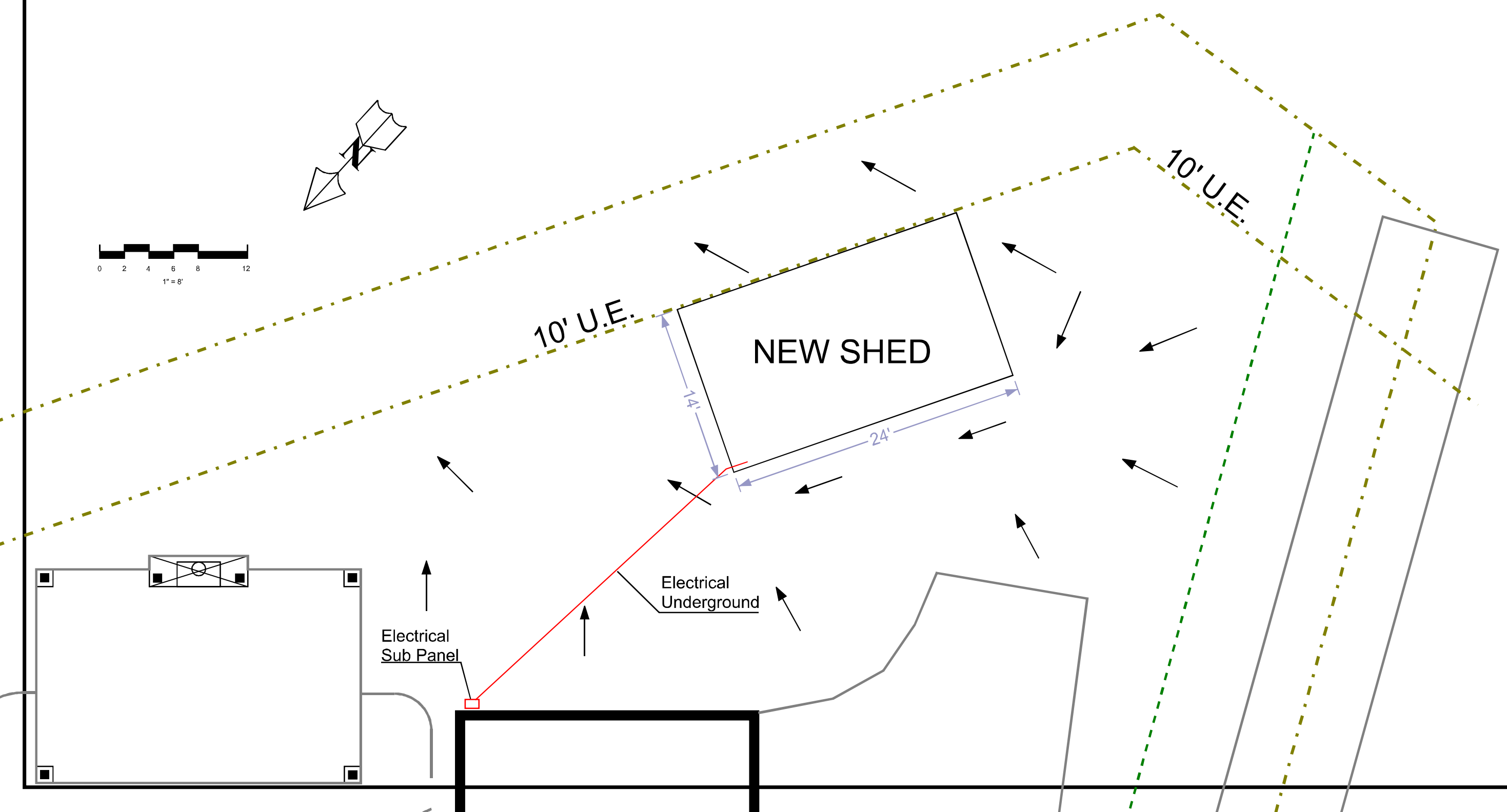
SCALE:
1" = 8'

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



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

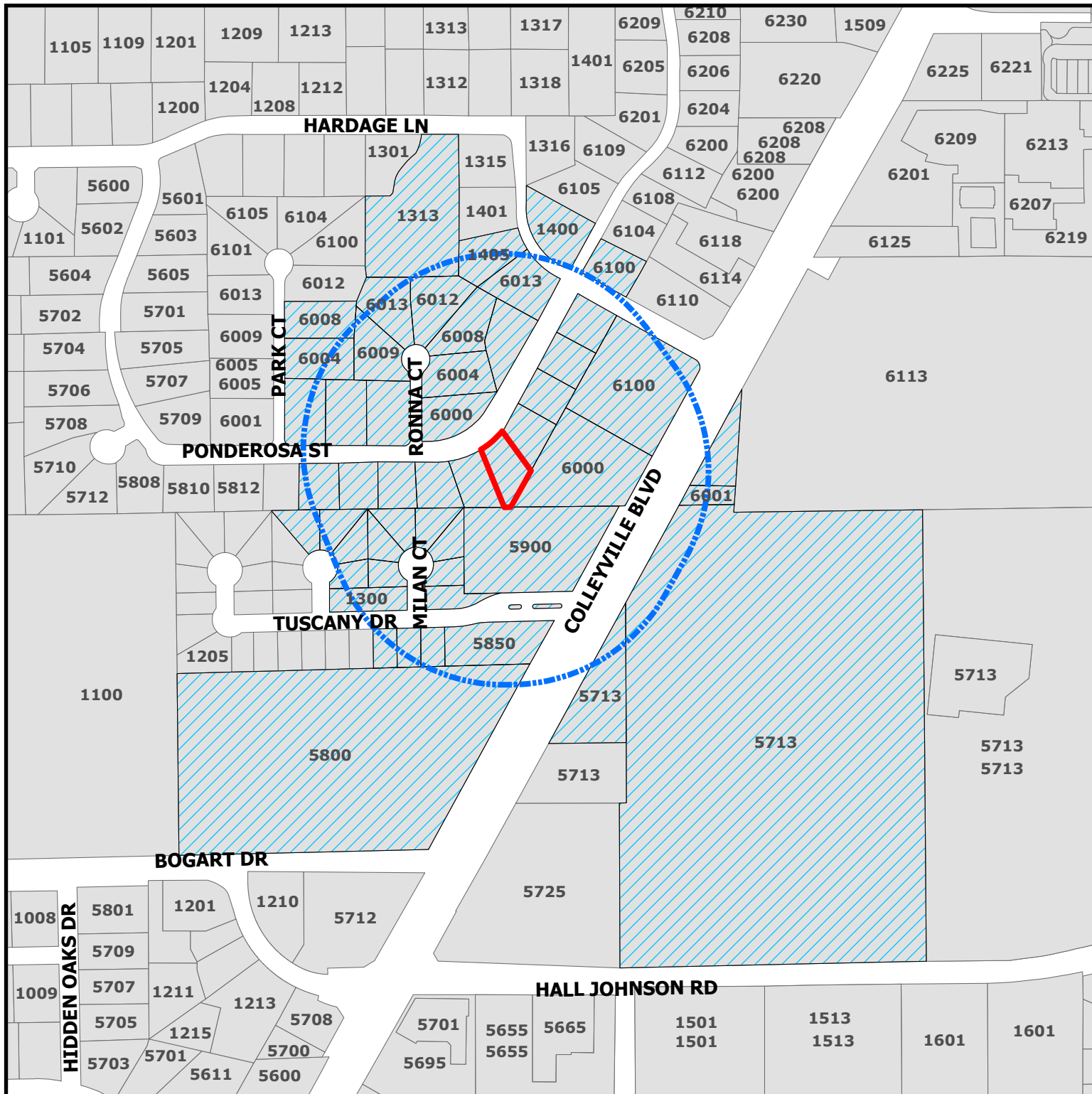
REVISIONS:
none

DATE:
06/25/25
JOB NUMBER:
1
DRAWN BY:
Glen Cruson
CHECKED BY:
Glen Cruson

SCALE:
1" = 8'

SHEET:
1 of 1

Notification Map

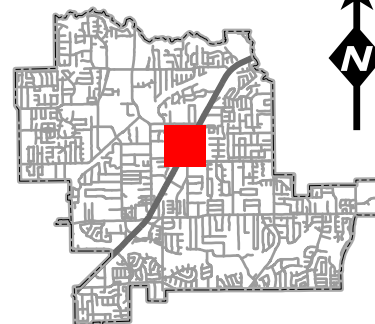


ZC25-023

5912 Ponderosa St

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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

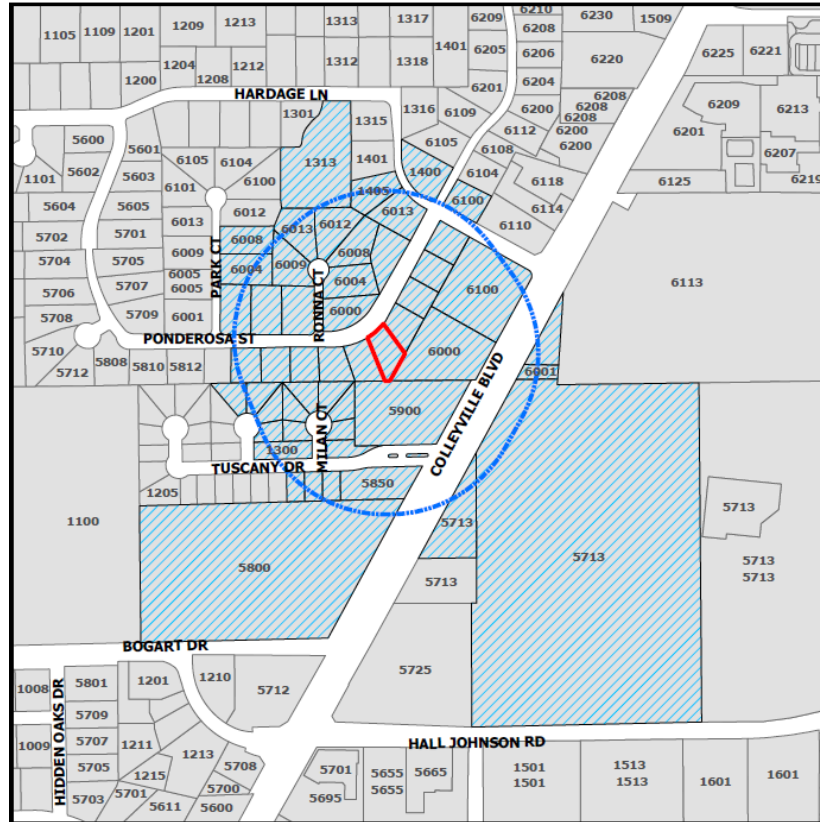
Present Zoning: R-15 Single Family Residential

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:

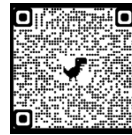
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

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

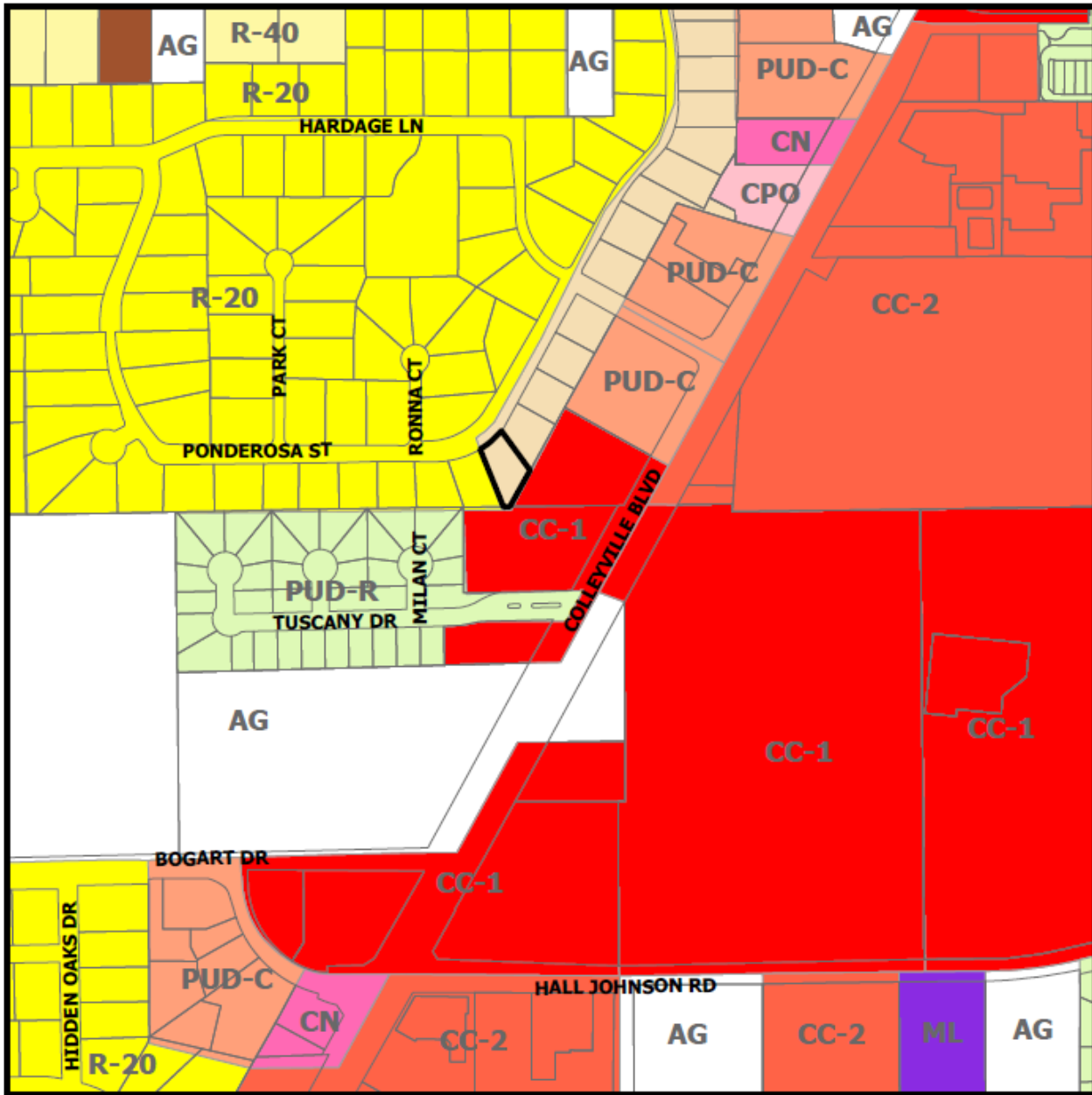


Exhibit "B" – Site Plan

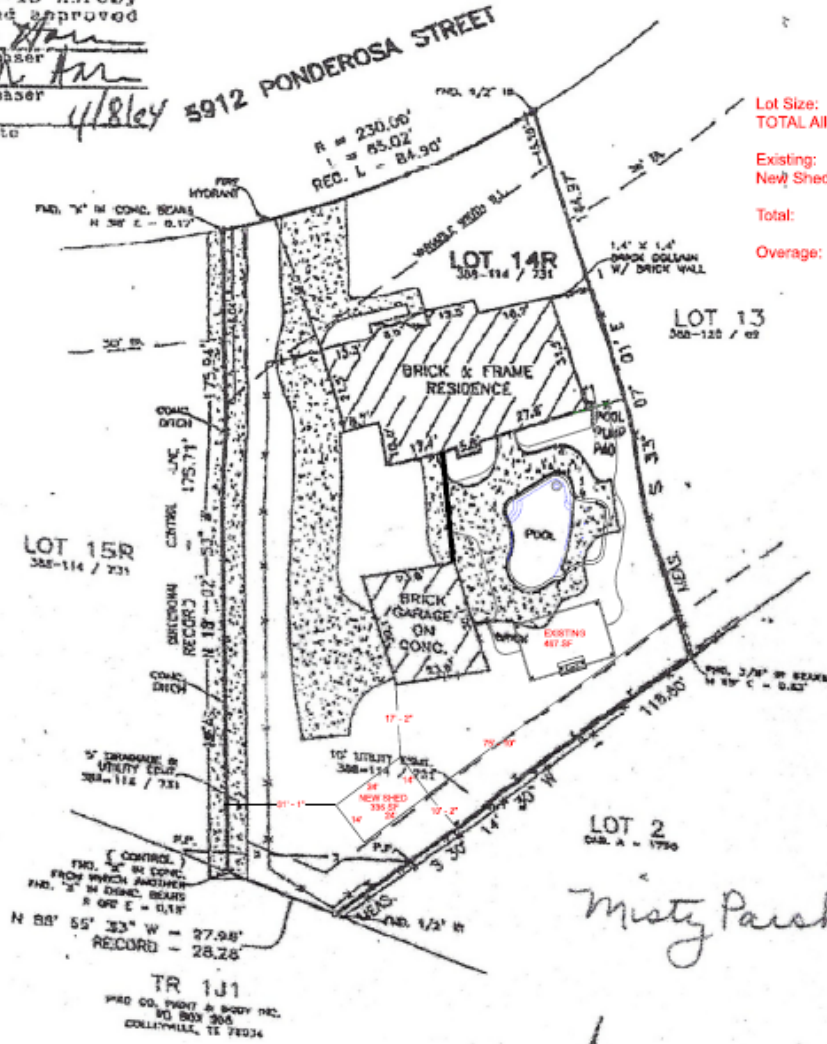
This survey is hereby
accepted and approved

Garrett L. Harn
purchaser
Robert M. Harn
purchaser

date

4/8/64

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%

Exhibit "C" – Elevations

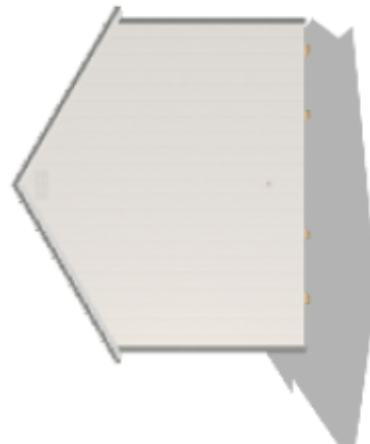
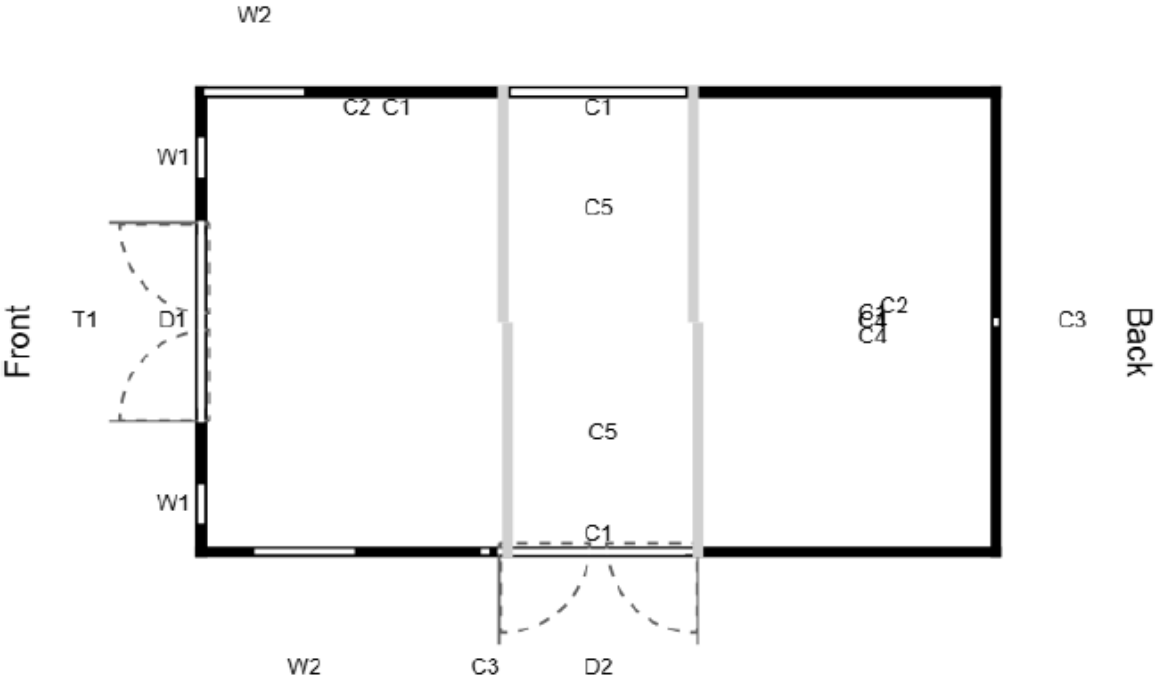


Exhibit “D” –Floor Plan

Left



Right

SYMBOL LEGEND					
	D1	French Doors - 15 Lite (Out-swing)		T1	10 Lite Dormer Transom Window
	W1	14'x21' Playhouse Window		W2	3'x4' Insulated Window
	C1	Outlet		C2	Switch
	C3	Exterior GFI Outlet		C4	200A Panel with 12-2 Wiring
	D2	6x6 Wood Double Doors (Out-swing)		C5	6' Dormer with 10 Lite
		Closed Wall			



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a

Agenda Date 10/21/2025

Number Resolution R-25-5085

Type Resolution

Department Engineering

Title

Approving an Advanced Funding Agreement with Texas Department of Transportation for Green Ribbon Funding

Explanation

Reading and Public Hearing

The City applied for and received approval from the Texas Department of Transportation (TxDOT) for state participation in Green Ribbon funding to pay a portion of the costs for two landscaping projects:

- SH26 from Tennison Parkway to South of John McCain Road; and
- SH121 from North of Gateway Drive to Connecting Road

Approval of this resolution will approve a funding agreement, authorize the commitment of local matching funds from the Tax Increment Financing District, and authorizes the City Manager to execute all documents.

Financial Impact

Required local matching funds will be paid from the TIF budget.

Recommendation

Approve

Attachments

1. Advanced Funding Agreement
2. Resolution R-25-5085

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-153	AFA ID	Z00012267	CFDA No.	20.205
AFA CSJs	0363-01-153, 0364-01-166			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	FY 26 GR SH26; Tension Pkwy to John McCain			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A Green Ribbon Program On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Colleyville**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscape development**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of

1. **CSJ 0363-01-153 (Section A) – Along SH 26 from Tennison Parkway to south of John McCain as shown in Attachment A, further expansion of native and near native ornamental plantings along the corridor of SH 26, specifically along the west side from John McCain to Tennison Parkway as shown in Attachment A. Planting and irrigation improvements would take place along the back of curb, within the existing ROW.**
2. **CSJ 0364-01-166 (Section B) – Along SH 121 from north of Gateway Drive to Connecting Road as shown in Attachment A, further expansion of native and near native ornamental plantings along the corridor of SH 121, specifically along the access road from Gateway Drive to Connecting Road as shown in**

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Attachment A. Planting and irrigation improvements would take place along the back of curb, within the existing ROW.

The City will work with a consultant on completing plan and contract documents through coordination with TxDOT meeting the project timelines. The City will oversee construction oversight, inspection, and documentation. No environmental impacts are anticipated, but the City will work with its consultant to complete this process in accordance with TxDOT requirements. Utility relocation and right-of-way acquisition is not anticipated due to this being a landscape enhancement project.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary

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- engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
 - F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government

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for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or

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state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

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If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

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- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such

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compliance must be maintained and made available to the State and its representatives for review and inspection.

- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the

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Project Name	FY 26 GR SH26; Tonnison Pkwy to John McCain			AFA Not Used For Research & Development	

Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Colleyville ATTN: City Manager 100 Main Street Colleyville, TX 76034	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized

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representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

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- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

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- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a

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violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Typed or Printed Name

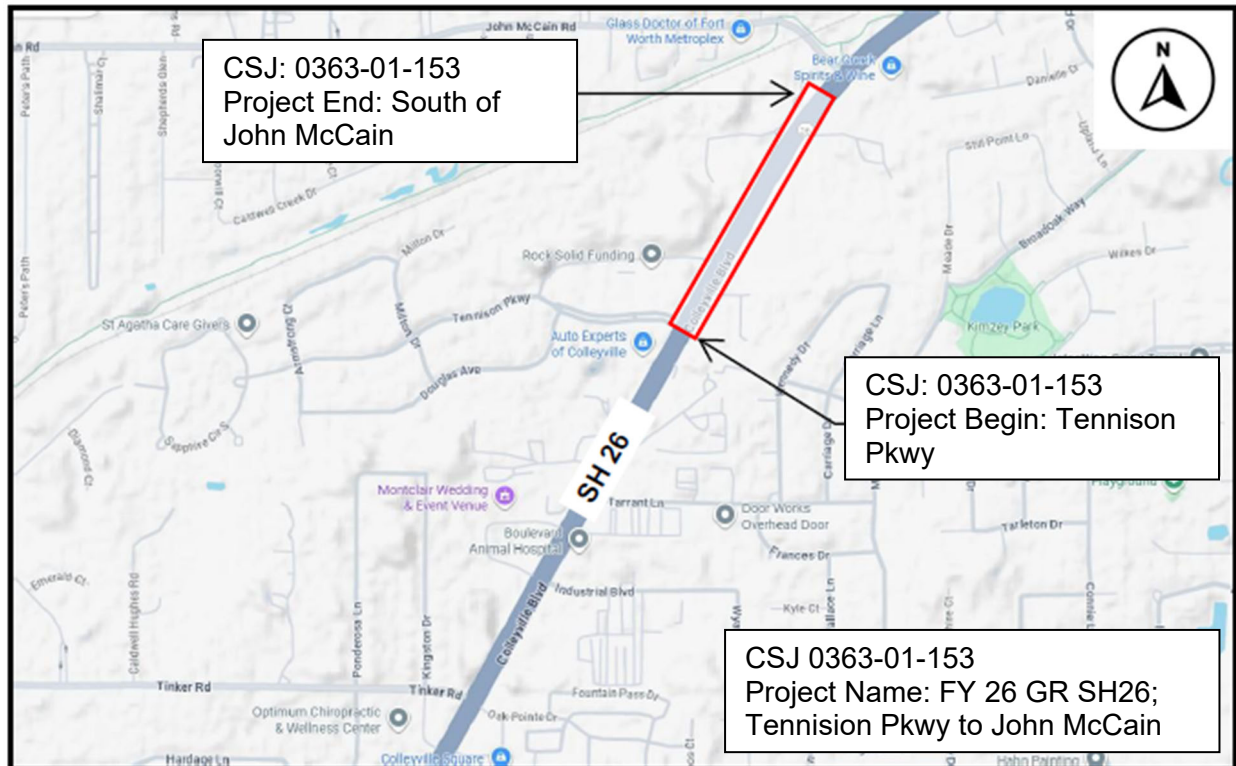
Typed or Printed Title

Date

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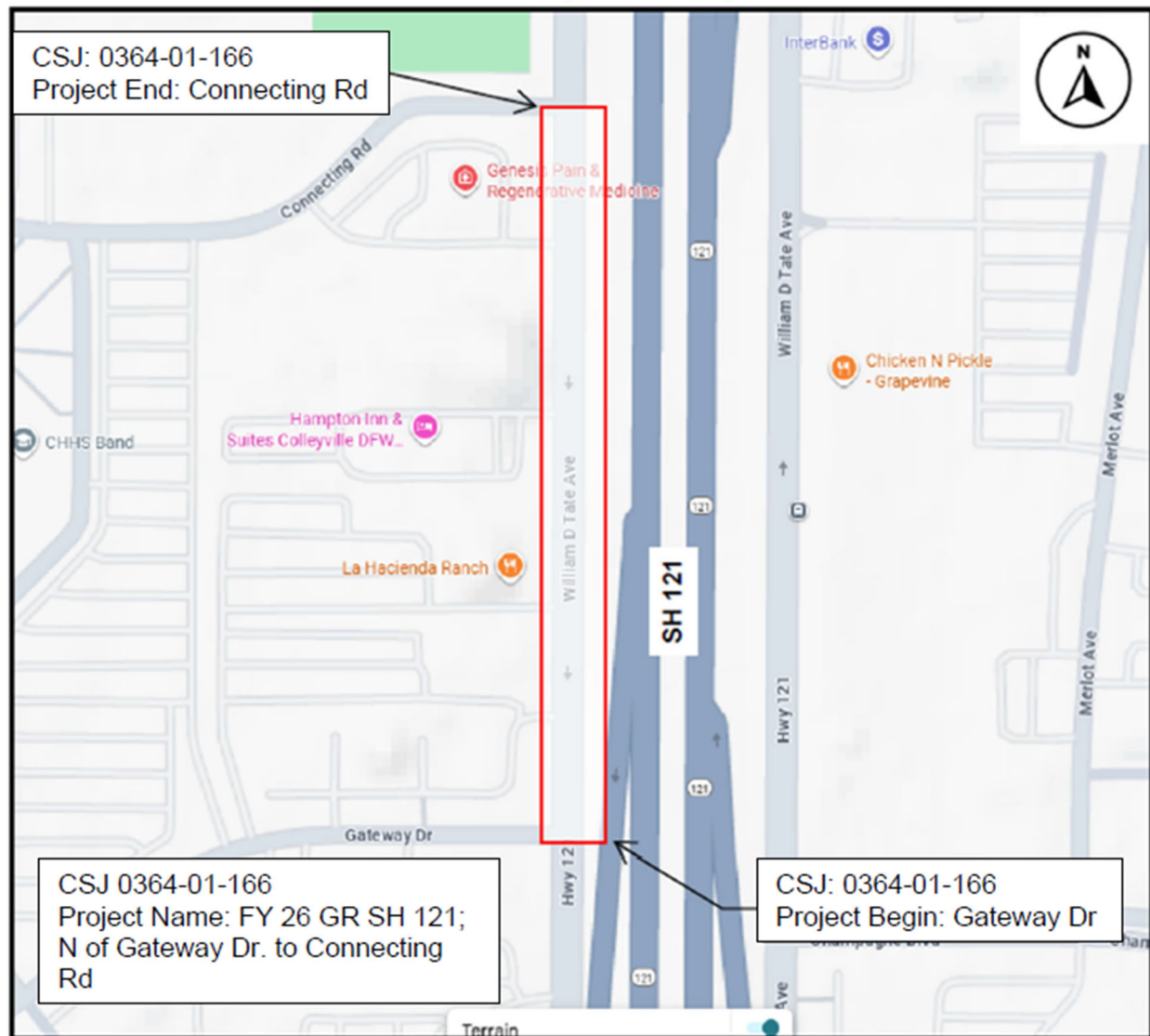
ATTACHMENT A LOCATION MAP SHOWING PROJECT

Section A (0363-01-153)



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Section B (0364-01-166)



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ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the Construction cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ 0363-01-153							
Environmental (by Local Government)	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Engineering (by Local Government)	\$41,000	0%	\$0	0%	\$0	100%	\$41,000
Construction (by Local Government)	\$414,264	100%	\$414,264	0%	\$0	0%	\$0
Subtotal	\$475,264		\$414,264		\$0		\$61,000
Environmental Direct State Costs	\$5,939	0%	\$0	100%	\$5,939	0%	\$0
Engineering Direct State Costs	\$5,940	0%	\$0	100%	\$5,940	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$11,882	0%	\$0	100%	\$11,882	0%	\$0
Subtotal	\$499,027		\$414,264		\$23,763		\$61,000
Indirect State Costs (5.51%)	\$1,309	0%	\$0	100%	\$1,309	0%	\$0
CSJ TOTAL	\$500,336		\$414,264		\$25,072		\$61,000

Initial payment by the Local Government to the State: \$0.00.

Payment by the Local Government to the State before construction: \$0.00.

Estimated total payment by the Local Government to the State \$0.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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Construction costs will be allocated based on 100% Federal funding and 0% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the Construction cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ 0364-01-166							
Environmental (by Local Government)	\$20,000	0%	\$0	0%	\$0	100%	\$20,000
Engineering (by Local Government)	\$42,000	0%	\$0	0%	\$0	100%	\$42,000
Construction (by Local Government)	\$420,708	100%	\$420,708	0%	\$0	0%	\$0
Subtotal	\$482,708		\$420,708		\$0		\$62,000
Environmental Direct State Costs	\$6,032	0%	\$0	100%	\$6,032	0%	\$0
Engineering Direct State Costs	\$6,033	0%	\$0	100%	\$6,033	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$12,068	0%	\$0	100%	\$12,068	0%	\$0
Subtotal	\$506,843		\$420,708		\$24,135		\$62,000
Indirect State Costs (5.51%)	\$1,330	0%	\$0	100%	\$1,330	0%	\$0
CSJ TOTAL	\$508,173		\$420,708		\$25,465		\$62,000
PROJECT TOTAL	\$1,008,509		\$834,972		\$50,537		\$123,000

Initial payment by the Local Government to the State: \$0.00.
Payment by the Local Government to the State before construction: \$0.00.
Estimated total payment by the Local Government to the State \$0.00.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

RESOLUTION 25-5085

APPROVING AN ADVANCED FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR GREEN RIBBON FUNDING FOR THE LANDSCAPING AS IDENTIFIED IN EXHIBIT "A"; PROVIDING FOR LOCAL FUNDING FROM THE TAX INCREMENT FINANCING (TIF) DISTRICT FUND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City Council finds it in the best interest of the City and its citizens to utilize public grant programs to maintain and enhance quality of the City's streets and public highways; and

WHEREAS, the City of Colleyville, (City) submitted a request to the Texas Department of Transportation ("TxDOT") for state participation in the form of Green Ribbon funding to pay a portion of the costs for SH26 from Tennison Parkway to South of John McCain Road; and SH121 from North of Gateway Drive to Connecting Road; (the "Project") as stated in Exhibit "A"; and

WHEREAS, the City will be responsible for cost overruns for the Project as set forth in the Agreement; and

WHEREAS, upon final execution of the Agreement, the City Council authorizes the commitment of local matching funds, to the extent required, to be funded from available funding in the Tax Increment Financing (TIF) District Fund.

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

Sec. 1 THAT the City Council authorizes an Advance Funding Agreement with TxDOT for the Green Ribbon funding for the Project, and authorizing the City Manager, or his designee, to execute all documents necessary to complete the transaction.

Sec. 2 THAT the City's portion of the Project funding required under the Agreement shall come from the TIF Fund.

Sec. 3 THAT this Resolution shall become effective immediately upon passage.

AND IT IS SO RESOLVED.

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
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EXHIBIT "A"

PROJECT SCOPE FOR ADVANCED FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR GREEN RIBBON FUNDING FOR LANDSCAPING

Texas Department of Transportation ("TxDOT") for state participation in the form of Green Ribbon funding to pay a portion of the costs for

- SH26 from Tennison Parkway to South of John McCain Road; and
- SH121 from North of Gateway Drive to Connecting Road



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7b

Agenda Date 10/21/2025

Number Resolution R-25-5086

Type Resolution

Department Engineering

Title

Approving an Advance Funding Agreement with Texas Department of Transportation for the purpose of updating the highway-grade railroad crossing signage and pavement markings within the City, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The City maintains the signage and pavement markings at the three railroad crossings within the City located at Bransford Road, Pleasant Run Road, and John McCain Road. The Texas Department of Transportation (TxDOT) has initiated a project and will seek funding for the project to upgrade the highway-grade crossing signage and pavement markings at these crossings. TxDOT anticipates the timing of the project to be in two to three years and will be fully funded.

Financial Impact

The City is responsible for all maintenance of signage and pavement markings at the railroad crossings. TxDOT will fully fund this upgrade at no expense to the City. Once complete, the City will continue maintenance.

Recommendation

Approve

Attachments

1. Advance Funding Agreement
2. Resolution R-25-5086

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011878	CFDA No.	20.205
AFA CSJs	0902-00-414			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Signs and Striping Project			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD PAVEMENT MARKINGS AND SIGNS
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas (“State”), acting by and through the Texas Department of Transportation (“**TxDOT**”), and the City of Colleyville, acting by and through its duly authorized officials (“**Local Government**”).

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration (“**FHWA**”) and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 (“**Section 130**”) provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified TEX Rail (“**Railroad**”) highway-rail grade crossings in the City of Colleyville, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad(s) to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade and installation of traffic signage and pavement markings (“**Section 130 Project**”) and understands that the **Section 130 Project** will upgrade or install new signs and pavement markings, which are identified and provided in Attachment B, that the Local Government will be responsible for maintaining; and

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District #	02	Code Chart 64#	09100		
Project Name	Signs and Striping Project			AFA Not Used For Research & Development	

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated **[select date here.]**, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (“**TDLR**”) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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7. Notice

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City Manager	Director of Contract Services
City of Colleyville	Texas Department of Transportation
100 Main Street	125 E. 11 th Street
Colleyville, Texas 76034	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an

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audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011878	CFDA No.	20.205
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Attachment A
LOCATION MAP SHOWING PROJECT

DOT 789729L



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011878	CFDA No.	20.205
AFA CSJs	0902-00-414			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Signs and Striping Project			AFA Not Used For Research & Development	

DOT 789730F



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011878	CFDA No.	20.205
AFA CSJs	0902-00-414			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Signs and Striping Project			AFA Not Used For Research & Development	

DOT 789733B



TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011878	CFDA No.	20.205
AFA CSJs	0902-00-414			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Signs and Striping Project			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT B
SCOPE OF WORK (SOW)**

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The City to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

Location List:

DOT	Railroad	Crossing Street		DOT	Railroad	Crossing Street
789729I	Tex Rail	Bransford Road		789730F	TEX Rail	Pleasant Run Road
789733B	TEX Rail					

TxDOT:				Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011878	CFDA No.	20.205
AFA CSJs	0902-00-414			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	Signs and Striping Project			AFA Not Used For Research & Development	

GENERAL NOTES:

- Railroad company to provide active traffic control devices, Grade Crossing (Crossbuck) (R15-1), Number of Tracks (R15-2P) plaque (if more than 1 track), and Advance Warning (W10-3) signs.
- Low Ground Clearance Grade Crossing (W10-3) signs may be relocated further upstream of crossing to provide advance warning of alternate route.
- Grade Crossing and Intersection Advance Warning (W10-2) signs may be modified as needed to fit roadway geometry.
- See Table 1 to determine placement of Stop Ahead (W3-1) and Yield Ahead (W3-2) signs unless shown otherwise.
- DO NOT STOP ON TRACKS (R4-8) signs are installed when potential for vehicles as needed to fit roadway geometry.
- See the Standard Highway Sign Designs for Texas (SHSD) for sign and pavement marking details.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PATHWAY CROSSING

1. A shared use path is considered a separate pathway crossing when more than 25 ft. from traveled way of adjacent roadway.

2. See the Crossbuck Assemblies with YIELD or STOP Signs at Passive Grade Crossings section of the TMUTCD for details about sign mounting arrangements.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PASSIVE CROSSING

1. A STOP or YIELD sign may also be installed to the left of the crossbuck sign, rather than below it.

2. A 2 in. white retroreflective strip shall be installed on front and back of crossbuck sign post.

3. See the Crossbuck Assemblies with YIELD or STOP Signs at Passive Grade Crossings section of the TMUTCD for details about sign mounting arrangements.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

GRADE CROSSING NEAR A PARALLEL STREET

NOTE: This design shows a four-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-intersection design below.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TWO-WAY

NOTE: This design shows a four-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-intersection design below.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TWO-WAY WITH MEDIAN

NOTE: This design shows a four-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-intersection design below.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

ONE-WAY

NOTE: This design shows a four-way stop scenario only. Other signs may be substituted for traffic signal or other traffic control scenarios. This note also applies to T-intersection design below.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TWO ADJACENT CROSSINGS

NOTE: Separate active traffic control devices, railroad crossing pavement markings, and adjacent signs required when tracks are more than 100 ft. apart.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

T-INTERSECTION

NOTE: Railroad crossing pavement markings and signs not included when distance between near edge of intersection and near rail is less than 100 ft. Grade Crossing and Intersection Advance Warning (W10-3) signs installed on roadway parallel with rail in this case.

* Use Table 1 if sufficient space exists.

RAILROAD CROSSING DETAILS

SIGNING & STRIPING

RCD(2)-25

Includes a NO TRAIN HORN (W10-4P) plaque if the railroad crossing is located on a highway with a posted speed limit of 45 mph or greater. The plaque is mounted below W10-2/W10-3/W10-4 signs.

Texas Department of Transportation
Traffic Control Standard

DATE: 10/25/2019
REV: 10/25/2019
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

TxDOT:					Federal Highway Administration:	
CCSJ #	0902-00-414	AFA ID	Z00011878		CFDA No.	20.205
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District #	02	Code Chart 64#	09100			
Project Name		Signs and Striping Project			AFA Not Used For Research & Development	

Attachment C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

RESOLUTION R-25-5086

APPROVING AN ADVNCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it in the best interest of the City and its citizens to maintain the pavement markings and signs at the railroad crossings located within the city limits, and to enter into an Advance Funding Agreement with Texas Department of Transportation (TXDOT), ("Agreement") under the terms and conditions provided therein.

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

- Sec. 1. THAT the City Council authorizes the City Manager, to execute the Agreement with TxDOT for the purpose of maintenance of railroad pavement markings and signs located with the City of Colleyville.
- Sec. 2. THAT TxDOT has identified the highway-rail grade crossings located on the Tex-Rail, within the jurisdiction of the City of Colleyville, as in Exhibit "A", of the Agreement.
- Sec. 3. THAT TxDOT has initiated and will seek funding for the project to bring the highway-grade crossing approaches to maintain compliance with Federal and State regulatory standards.
- Sec. 4. THAT at the completion of the project, the City of Colleyville shall receive from TxDOT at no cost, the installed roadway signage and pavement markings that were installed on locally owned roadways and facilities as a part of the project.
- Sec. 5. THAT the City of Colleyville agrees to accept and maintain the roadway signage and pavement markings to the standards of the City and in compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Sec. 6. THAT this Resolution shall become effective immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 21ST DAY OF
OCTOBER 2025.

Mayor Bobby Lindamood	_____	Mark Alfonso, Place 2	_____
Brandi Elder, Place 1	_____	Ben Graves, Place 4	_____
Scotty Richardson, Place 3	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 9

Agenda Date 10/21/2025

Type Report

Department City Secretary

Title

May 14, 2025, Sign Board of Appeals Meeting Minutes

September 8, 2025, Planning and Zoning Commission Meeting Minutes

September 22, 2025, Planning and Zoning Commission Worksession Minutes

Attachments

1. May 14, 2025, Sign Board of Appeals Meeting Minutes
2. September 8, 2025, Planning and Zoning Commission Meeting Minutes
3. September 22, 2025, Planning and Zoning Commission Worksession Minutes



CITY OF COLLEYVILLE SIGN BOARD OF APPEALS MINUTES

100 Main Street, Colleyville, Texas, 76034

WEDNESDAY, MAY 14, 2025

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Sign Board of Appeals Meeting was called to order by Chair Carroll on May 14, 2025, at 7:00 p.m.

Roll Call

Present: Frank Carroll, Dee Kamerman, Richard Vallario, and Dan Shadle

Absent: Rick Ramirez, Eric Holland, and Michael Deakin

Staff Present: Jacquelyn Reyff and Kris Potts

1. APPROVAL OF MINUTES

1a April 8, 2025 Sign Board of Appeals Minutes

Board Member Shadle made a motion to approve the April 8, 2025 minutes. Vice Chair Kamerman seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Vallario, Kamerman, Carroll, and Shadle

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

2a Consideration of a variance to the regulations of Chapter 7 of the Land Development Code, Section 7-125.D., Wall Sign Regulations, on Lot 2R1, Block 2, Towne Square Addition, located at 5708 Colleyville Boulevard, Suite A, Case SC25-002

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

With no applicant present the board did not call anyone up to speak.

Chair Carroll opened a public hearing at 7:10 p.m.

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

There was general discussion between the board regarding the proposed variance and what could be done to correct the existing situation.

Board Member Vallario made a motion to approve case SC25-002. There was no second to the motion to approve, therefore the case was denied.

The motion was carried by the following vote:

Aye: 1 – Vallario

Nay: 0

3. ADJOURNMENT

The meeting adjourned at 7:13 p.m.

The minutes were written and prepared by:

Kristopher Potts

Kristopher Potts

Planner

The meeting minutes were approved on September 9, 2025, by a vote of 4-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, SEPTEMBER 8, 2025

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on September 8, 2025 at 6:15 p.m.

Roll Call

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

Absent: David Groves

Staff Present: Community Development Director Ben Bryner, Planning Manager Daniel Ponder, Planner Kristopher Potts, Planner Bethany Lopez, and Fire Marshal Rob Mckeown

Planning Manager Daniel Ponder briefed the Commission on the items that would be presented on tonight's agenda. There was general discussion regarding the updates to the cases the Commission would be voting on.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:38 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on September 8, 2025, at 7:00 p.m.

Roll Call

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

Absent: David Groves

Staff Present: Community Development Director Ben Bryner, Planning Manager Daniel Ponder, Planner Kristopher Potts, Planner Bethany Lopez, and Fire Marshal Rob Mckeown

1. APPROVAL OF MINUTES

- 1a** August 11, 2025 Planning and Zoning Commission Meeting Minutes
August 25, 2025 Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Savoie made a motion to approve the August 11, 2025 Planning and Zoning Commission Meeting Minutes and the August 25, 2025 Planning and Zoning Worksession meeting minutes, seconded by Commissioner Arnold.

The motion was carried by the following vote:

**Aye: 6 – Bevill, Savoie, Obinabo, Arnold, Remley, and Ebert
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a rezoning from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial on Lots 5 and 6, Block 2, of Lavaca Trail Addition, located at 8086 and 8078 Precinct Line Road, Case ZC25-017

THIS ITEM HAS BEEN TABLED FROM THE AUGUST 11, 2025, PLANNING AND ZONING COMMISSION MEETING.

Commissioner Savoie made a motion to remove case ZC25-017 from the table, seconded by Commissioner Obinabo.

The motion was carried by the following vote:

**Aye: 6 – Bevill, Savoie, Obinabo, Arnold, Remley, and Ebert
Nay: 0**

Commissioner Arnold made a motion to table case ZC25-017 indefinitely. This was seconded by Commissioner Savoie.

The motion was carried by the following vote:

Aye: 6 – Bevill, Savoie, Obinabo, Arnold, Remley, and Ebert
Nay: 0

- 2b** 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

Planning Manager Daniel Ponder presented case ZC25-021 and briefed the Commission on the request. The applicant is requesting the Special Use Permit to operate a dog boarding facility in an existing building. The facility would include an outdoor run with a wooden fence.

Chene Verrett and Harrison Verrett, the applicants, discussed their plans to operate the facility. They stated the outdoor run would be limited to one dog at a time and dogs would not otherwise be loose. They also mentioned many details of their business plan were confidential due to an agreement with their franchise.

The public hearing was opened. With no one wishing to speak, the public hearing was closed.

Commissioner Obinabo made a motion to approve case ZC25-021, seconded by Commissioner Arnold.

The motion was carried by the following vote:

Aye: 6 – Bevill, Savoie, Obinabo, Arnold, Remley, and Ebert
Nay: 0

- 2c** 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

Planning Manager Daniel Ponder presented case ZC25-022 and briefed the Commission on the request. Due to a change in ownership, Stone House Restaurant must apply for a new Special Use Permit to allow for alcohol sales and consumption. Staff proposed a change in the ordinance language, removing the requirement to reapply if there is a change in ownership.

Lisa Pardo, the applicant, spoke on her case, stating she had previously applied for the Special Use Permit for alcohol sales in 2019 and 2022. She applied once again to transfer the Special Use Permit to new owners after stepping away from the company.

The public hearing was opened.

Brian and Christy Hendershot stated that they would be the new owners of Stone House Restaurant after Lisa Pardo's departure and shared their enthusiasm.

With no one else wishing to speak, the public hearing was closed.

Commissioner Obinabo made a motion to approve case ZC25-022, seconded by Commissioner Savoie.

The motion was carried by the following vote:

Aye: 6 – Bevill, Savoie, Obinabo, Arnold, Remley, and Ebert
Nay: 0

- 2d** Consideration of a Special Use Permit for an accessory building on Lot 14R, Pecan Park Estates, located at 5912 Ponderosa Street, Case ZC25-023

Community Development Director Ben Bryner presented case ZC25-023 and briefed the Commission on the request. The applicant is requesting a Special Use Permit to allow for a new accessory building which would exceed the 4% lot coverage permitted for accessory buildings by the Land Development Code. The new structure would meet all other building and setback requirements.

Glen Cruson, the applicant, spoke on his case along with the property owner, Eric Riddle. They explained the structure would be a single room and would not include plumbing. Riddle stated there would be minimal disruption for his neighbors and construction would occur within five days, if approved.

The public hearing was opened. With no one wishing to speak the public hearing was closed.

Commissioner Savoie made a motion to approve Case ZC25-023, seconded by Commissioner Arnold.

The motion was carried by the following vote:

Aye: 6 – Bevill, Savoie, Obinabo, Arnold, Remley, and Ebert
Nay: 0

- 2e** Consideration of a Special Use Permit for a residential carport on Lot 40, Block 2, Tara Plantation Addition, located at 1410 Plantation Drive N, Case ZC25-024

THIS ITEM HAS BEEN WITHDRAWN BY THE APPLICANT.

Chair Bevill announced the withdrawal of Case ZC25-024 and determined there would be no further discussion on the case.

3. CITIZEN COMMENTS

The public hearing was opened. With no one wishing to speak the public hearing was closed.

4. ADJOURNMENT

The meeting adjourned at 7:59 p.m.

The minutes were written and prepared by:

Bethany Lopez

Bethany Lopez
Planner

The meeting minutes were approved on October 13, 2025, by a vote of 7-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, SEPTEMBER 22, 2025

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on September 22, 2025, at 6:15 p.m.

Roll Call

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

Staff Present: Community Development Director Ben Bryner, Planning Manager Daniel Ponder, Planner Kristopher Potts, Planner Bethany Lopez, and Fire Marshal Rob Mckeown.

2. WORKSESSION AGENDA ITEMS

- 2a** Presentation and discussion of a Special Use Permit for Alcoholic Beverage Sales – On-Premises Consumption on Lot 1R2, Block 2, of the Town Center Colleyville subdivision, located at 1205 Church Street, Case ZC25-025

Community Development Director Ben Bryner presented the case and briefed the Commission on the request. There was discussion regarding the ordinance language and what would occur if there was a change in ownership.

- 2b** Presentation and discussion of an amendment to a PUD-R Planned Unit Development – Residential district for Lots 1-34, Block 1, of the Oak Alley subdivision, located at 1312 John McCain Road, Case ZC25-026

Community Development Director Ben Bryner presented and briefed the Commission on the case. The intentions of the request were clarified noting the landscape easement would only be removed from Lot 14 (7313 Calloway Court) in order to construct a pool. There was general discussion amongst the Commissioners about the amendment.

- 2c** Presentation and discussion of a Special Use Permit for an Accessory Dwelling on Lot 4 of Mrs. Eva Paul's Subdivision, located at 1005 Tinker Road, Case ZC25-027

Planning Manager Daniel Ponder presented the case and briefed the Commission on the request. The home has an existing accessory structure that the applicant wishes to convert a portion of into an accessory dwelling. The exterior of the building and the footprint of the house would not be altered.

- 2d** Presentation and discussion of a Special Use Permit for an Electric Vehicle (EV) Charging Station on Lot 1R, Block 1, of the Kroger Addition, located at 4904 Colleyville Boulevard, Case ZC25-028

Planning Manager Daniel Ponder presented the case and briefed the Commission on the request. The applicant is requesting an EV charging station to be built in the Walmart parking lot. A Special Use Permit is required for an EV charging station. There was discussion amongst the Commissioners regarding the electrical requirements and hours of operation for the chargers.

- 2e** Presentation and discussion of a Replat for Lot 3R and Lot 4, Block 1, Meadows Creek Offices Addition, located at 8098 Precinct Line Road, Case PC25-019

Planning Manager Daniel Ponder presented the case and briefed the Commission on the request. There was discussion regarding the purpose of the plat and general regulations.

3. ADJOURNMENT

The meeting adjourned at 6:49 p.m.

The minutes were written and prepared by:

Bethany Lopez

Bethany Lopez
Planner

The meeting minutes were approved on October 13, 2025 by a vote of 7-0.

RESOLUTION R-25-5087

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
OCTOBER 21, 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 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
City Secretary, TRMC

Bobby Lindamood
Mayor