



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JANUARY 6, 2026

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

CALL TO ORDER

- WS-1** Economic Development Update
- WS-2** Discussion of election dates
- WS-3** Discussion of extending the median electrical between Centerpark and Brown Trail
- WS-4** Discussion of the January 6, 2026, 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: Baha'I Community - Colleyville
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-26-5104**

- 3. OATH OF OFFICE**
 - 3a** Mayor for a Day Grant Falls will take the Oath of Office

- 4. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

Proclamation appointing Grant Falls, Mayor for a Day — Mayor Bobby Lindamood and Grant Falls

Proclamation naming January 6, 2026, as Thank an Educator Day in Colleyville - Mayor for a Day Grant Falls and Mayor Bobby Lindamood

Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting — Mayor Lindamood, Finance Director Cassie Smith

- 5. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5105**
 - 5a** Approval of the minutes of the regular City Council meeting of December 16, 2025
 - 5b** Approval of the North Tarrant Regional SWAT Interlocal Agreement to provide for the inclusion of the Town of Northlake, and authorizing the City Manager to execute the Agreement
 - 5c** Approval to purchase a replacement reel mower from Professional Turf Products, L.P., through the Buyboard Purchasing Cooperative in an amount not to exceed \$76,804.76, approving the disposal of the unit being replaced, and authorizing the City Manager to execute the purchase proposal
 - 5d** Approval of a Construction Services Agreement with Smith Lawn and Tree, LLC., in an amount not to exceed \$89,600, for the Texas Tree Trail PHI project, and authorizing the City Manager to execute the Agreement
 - 5e** Approval of a Professional Services Agreement with Brittain & Crawford, LLC, in an amount not to exceed \$70,000.00, for a survey in association with Water Project 5: Brighton Oaks Water Line Replacement project, and authorizing the City Manager to execute the Agreement
 - 5f** Approval of a Purchase and Sale Agreement with Sanford P. Aron, for the purchase of the City-owned 6.2 acres at Colleyville Boulevard and Acuff Lane, and authorizing the City Manager to execute the Agreement

6. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**6a Ordinance O-26-2357**

Amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-26-5106**

Consideration of a Replat for Lots 1R, 2R, and 5 - 7, Block 1, Northeast Professional Park, located at 1105 Professional Court and 5301 Colleyville Boulevard, Case PC25-022

7b Resolution R-26-5107

Consideration of a Variance to the lot size (area and depth) regulations of the AG Agricultural district on Lot 1, Block 1, of the P.R.J. Acres addition, located at 2208 Glade Road, Case VC25-007

7c Resolution R-26-5108

Consideration of a Variance to the lot size (area and width) and street side yard setback regulations of the RD Two-Family Residential zoning district on Lot 23, Block 4, of the Fox Meadows Addition, located at 3301 Huntington Drive, Case VC25-008

8. CITIZEN COMMENTS**9. REPORTS**

Colleyville Library Board Minutes - August 11, 2025

10. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JANUARY 6, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5109**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Wednesday, December 31, 2025*, by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting. Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1130, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 1/6/2026

Type Worksession

Department Economic Development

Title

Economic Development Update

Explanation

City staff will provide an Economic Development update.

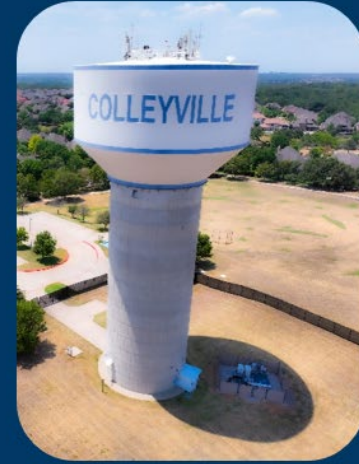
Attachments

1. Economic Development Update - January 2026



Colleyville Economic Development Update

Worksession
January 6, 2026



Strategy: Smart Growth with Style

Our economic development strategy is all about attracting, growing, and keeping a high-quality mix of businesses that not only serve our residents and visitors, but also complement the charm and beauty that make Colleyville special.

Behind every decision are key principles that guide our approach; balancing smart growth, aesthetic appeal, and community values.

Why Colleyville?

Colleyville is more than a great place to live. It's where businesses succeed and communities shine.

Whether you're investing, expanding, or just getting started, Colleyville offers a supportive, strategic, and stunning location.



2025 IMPACT

\$8,709

Brighten Up the Boulevard
Christmas Light Grant
2025



\$695,400

BEST Grant
Matching funds to date

\$41,000

Colleyville Gives
Grant 2025 so far
\$542,100 since 2018



\$156,512

SIGN Grant
Matching Funds to date



\$253,785

Economic Impact
Restaurant Only Gift Cards
2024: \$126,700
2025: \$127,085



\$50,000

SAFER Grant
Matching Funds to date

\$6,069,761.00

\$5,052,140

Economic Impact
Gift Cards from 2018

Economic Impact
Since 2018



93%

Occupancy Rate

Analytics

\$26.00/Sq Ft

Market Median Rent Rate

264K Sq Ft

Available Square Footage to lease

3.1M Sq Ft

Square Feet Inventory

20K Sq Ft

Under Construction

Colleyville!

2024 NICHÉ BEST PLACES

#1 BEST PLACE TO LIVE IN TARRANT COUNTY (DFW)

GRAPEVINE COLLEYVILLE INDEPENDENT SCHOOL DISTRICT

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

Award Winning Community

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

OPEN for BUSINESS

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

26,057 People

9,395 Households

13.1 Square Miles

\$203,566 Median Household Income

46.3 Median Age

70.3% Hold Bachelors Degree or Beyond Highly Educated Population

LOVE Colleyville SH8P Colleyville



93%

Occupancy Rate

Analytics

\$26.00/Sq Ft

Market Median Rent Rate

264K Sq Ft

Available Square Footage to lease

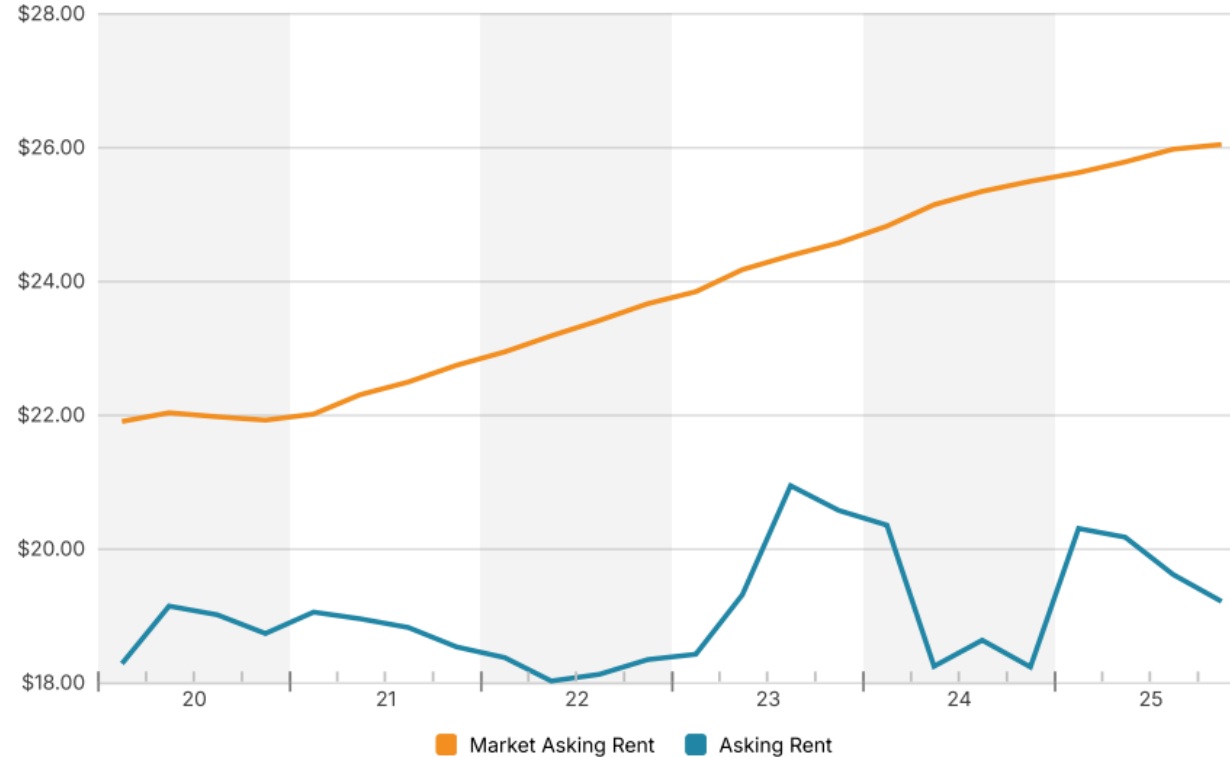
3.1M Sq Ft

Square Feet Inventory

20K Sq Ft

Under Construction

Market Asking Rent & Asking Rent Per SF



93%

Occupancy Rate

Analytics

\$26.00/Sq Ft

Market Median Rent Rate

264K Sq Ft

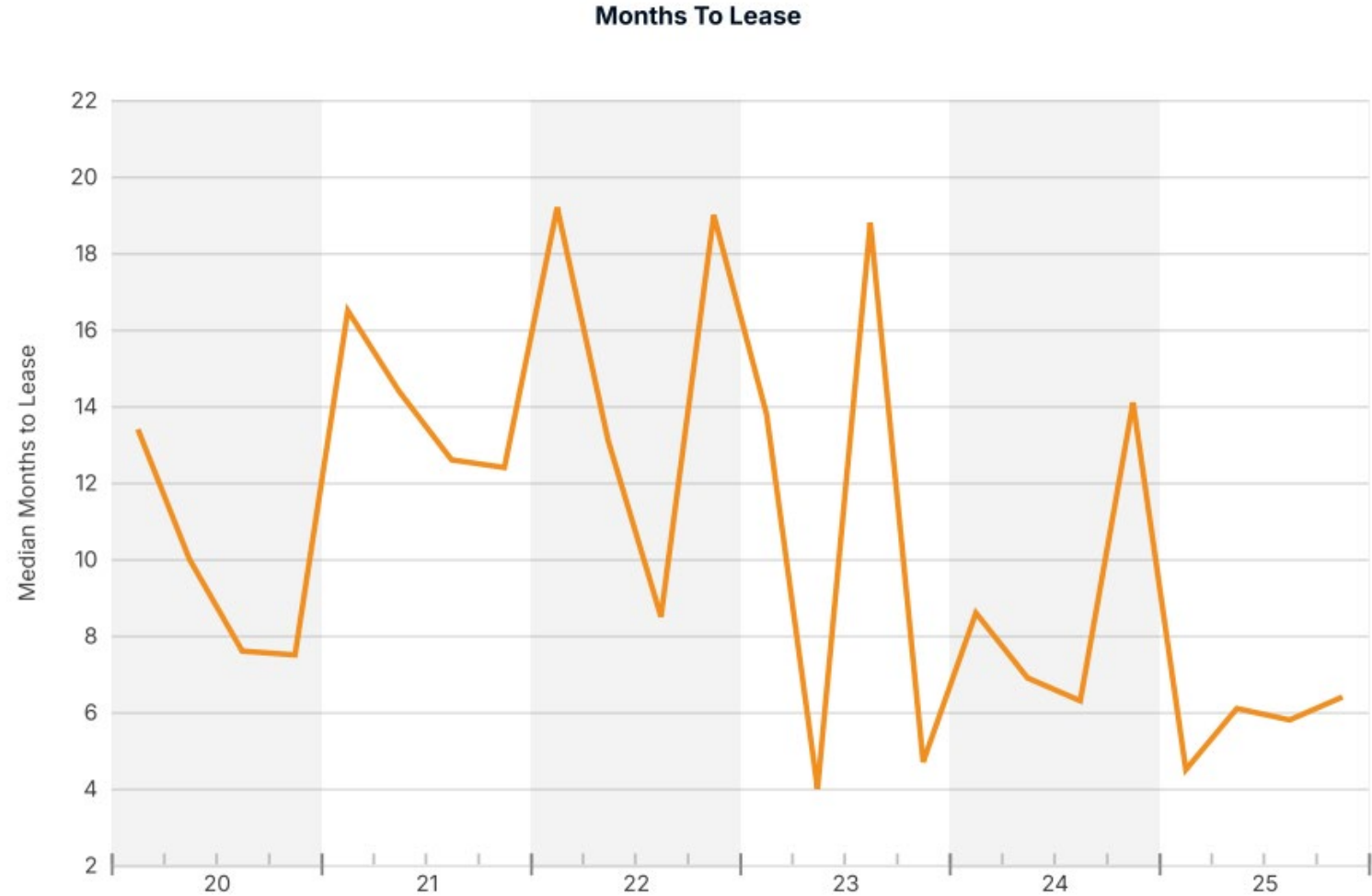
Available Square Footage to lease

3.1M Sq Ft

Square Feet Inventory

20K Sq Ft

Under Construction



93%

Occupancy Rate

Analytics

\$26.00/Sq Ft

Market Median Rent Rate

264K Sq Ft

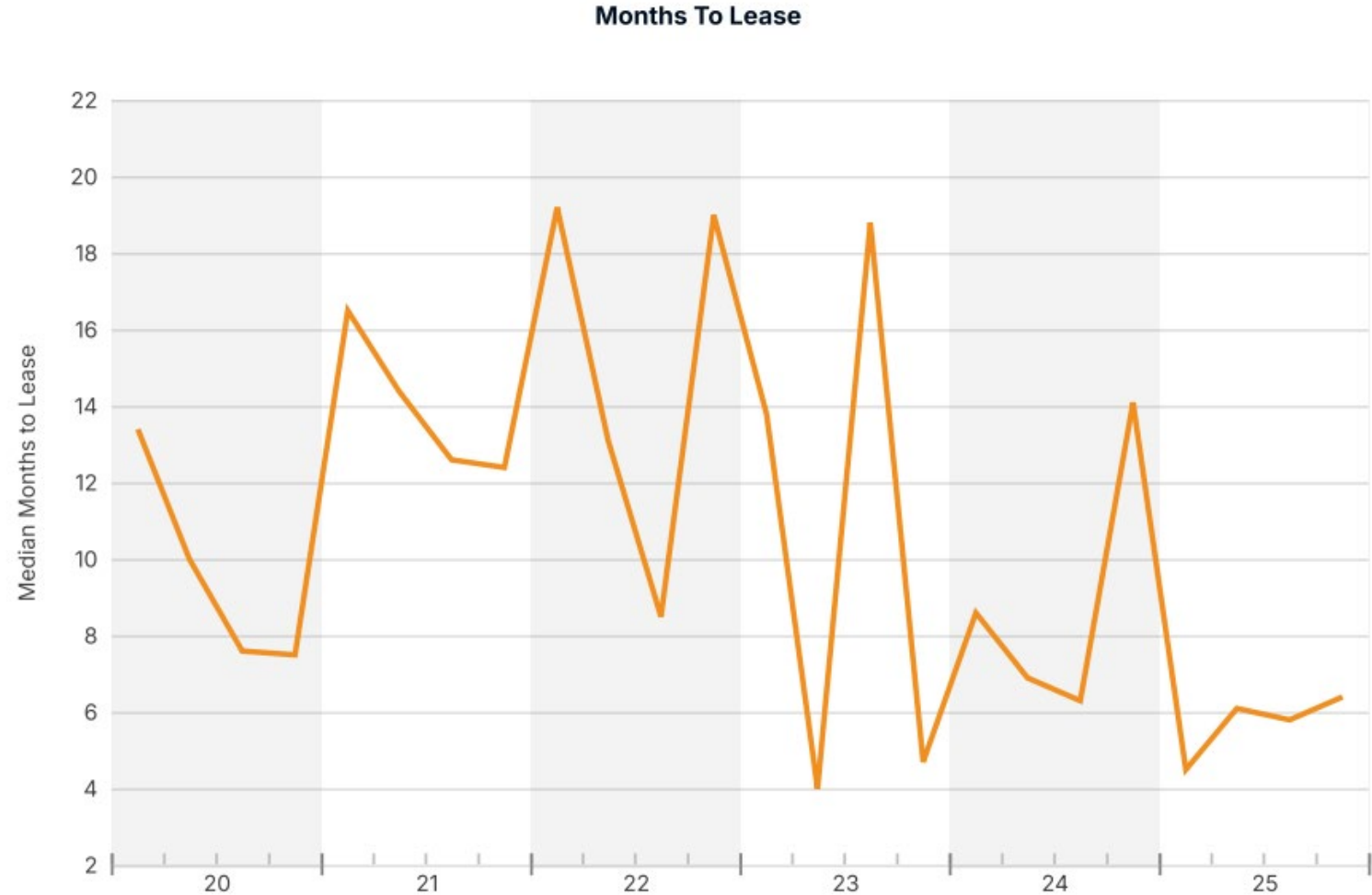
Available Square Footage to lease

3.1M Sq Ft

Square Feet Inventory

20K Sq Ft

Under Construction



93%

Occupancy Rate

Analytics

The Village Colleyville Visits YOY

\$26.00/Sq Ft

Market Median Rent Rate

264K Sq Ft

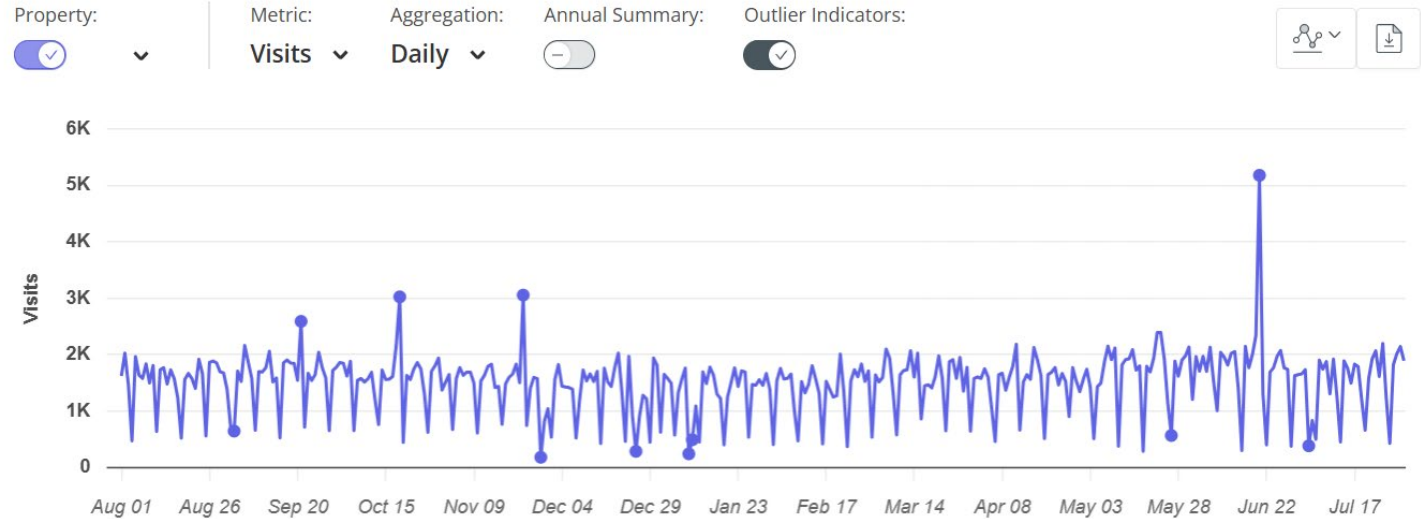
Available Square Footage to lease

3.1M Sq Ft

Square Feet Inventory

20K Sq Ft

Under Construction



Visits	549.3K	Avg. Dwell Time	68 min
Visits / sq ft	0.17	Panel Visits	44.3K
Size - sq ft	3.1M	Visits YoY	+1.3%
Visitors	147.9K	Visits Yo2Y	+4.1%
Visit Frequency	3.71	Visits Yo3Y	+16.8%



93%

Occupancy Rate

Analytics

\$26.00/Sq Ft

Market Median Rent Rate

264K Sq Ft

Available Square Footage to lease

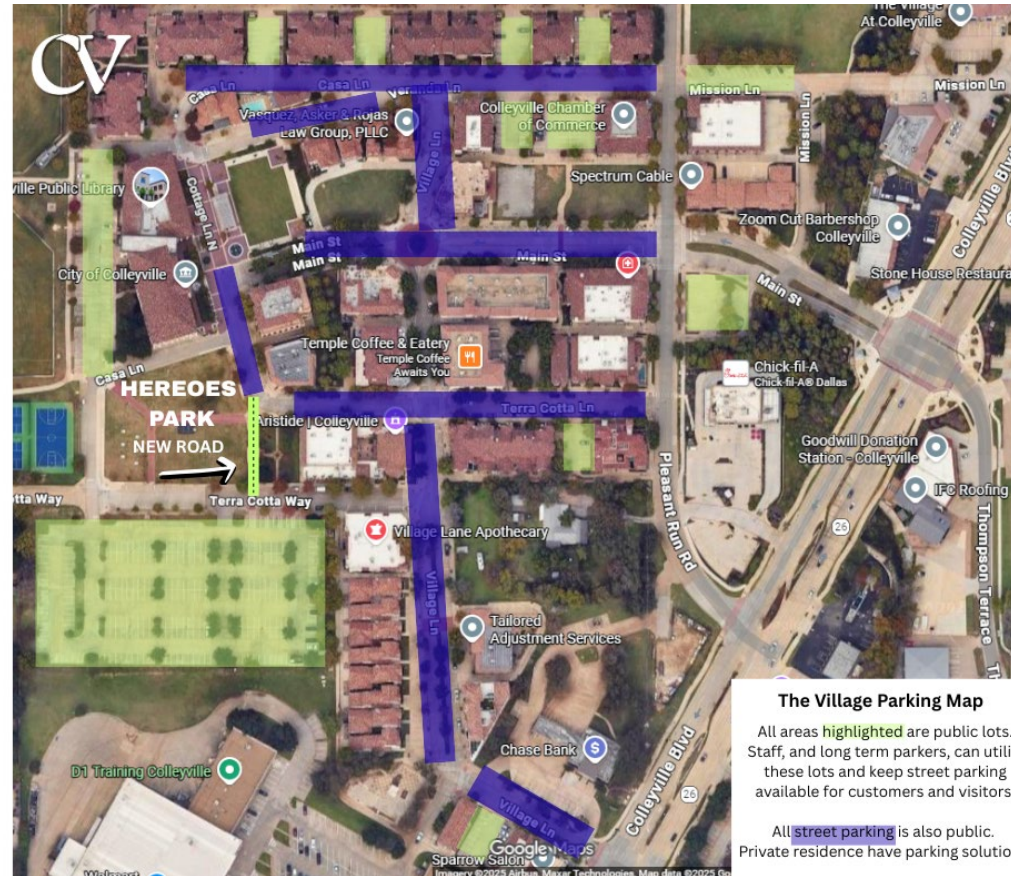
3.1M Sq Ft

Square Feet Inventory

20K Sq Ft

Under Construction

The Village Colleyville
63% Occupancy in early 2025
81% Occupancy in December 2025



93%

Occupancy Rate

Analytics

\$26.00/Sq Ft

Market Median Rent Rate

264K Sq Ft

Available Square Footage to lease

3.1M Sq Ft

Square Feet Inventory

20K Sq Ft

Under Construction

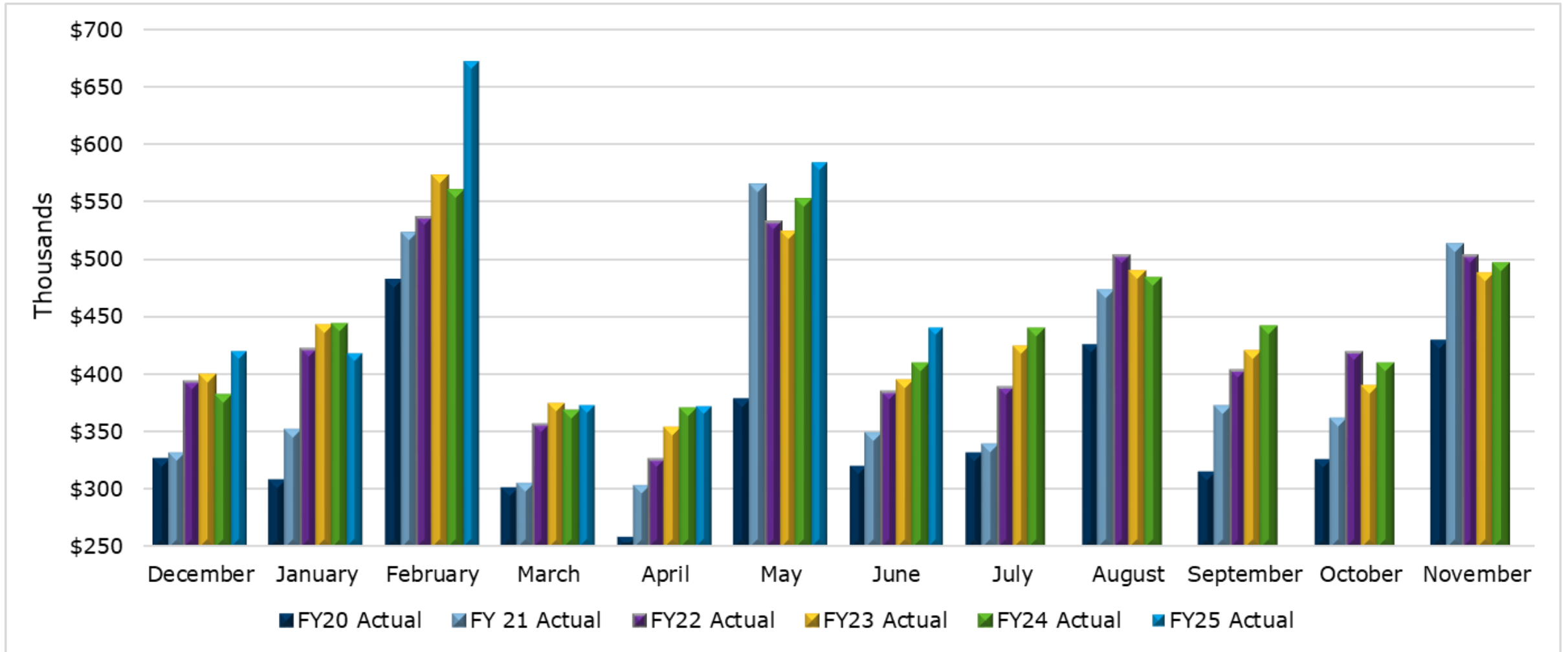
Center	Dwell Time	Visitors	YoY
Town Center Colleyville	39 min	193k	-6%
Glade Points	25 min	100k	+7%
Walmart	22 min	60k	+1%
Tara Village	31 min	18k	+5%
Colleyville Downs	37 min	152k	-0.5%
The Village	22 min	50k	+5%



Sales Tax Collections 2020-2025



NEEDS UPDATE



GRANT: Brighten Up the Boulevard

Grant: BEST

Grant: Neighborhood Entrance Beautification

Grant: SAFER

Grant: SIGN

Helpful Links

Incentives

Property & Development Opportunities

Resources

Restaurant Roadmap 2024

Supporting Our Businesses

Supporting Businesses. Strengthening Community.

The **Colleyville Economic Development team** is here to champion the business community by supporting existing businesses, welcoming new ones, and ensuring both residents and entrepreneurs have what they need to thrive right here in Colleyville.

[Click here for the latest Economic Development Update 10/29/25](#)

Our Strategy: Smart Growth with Style

Our economic development strategy is all about attracting, growing, and keeping a high-quality mix of businesses that not only serve our residents and visitors, but also complement the charm and beauty that make Colleyville special.

Behind every decision are key principles that guide our approach; balancing smart growth, aesthetic appeal, and community values.

Why Colleyville?

Colleyville is more than a great place to live. It's where businesses succeed and communities shine. Whether you're investing, expanding, or just getting started, Colleyville offers a supportive, strategic, and stunning location.

[Check out our one-pager to see why Colleyville works for YOU.](#)

Economic Development Goals & Objectives

RESOURCES

[Business Directory](#)

[Beautification Guidelines](#)

[Business Information Guide](#)

[Business Mentor-SCORE](#)

[New Business Navigator](#)

[Permit Applications](#)

[Seasonal Programs](#)

Gift Cards

Engagement

Local Groups

[Colleyville Chamber of Commerce](#)

[Colleyville Executive Organization](#)

[Colleyville Lion's Club](#)

[Colleyville Woman's Club](#)

[Northeast Leadership Forum](#)

[Rotary Club of Colleyville](#)





LOVE SHOP
Colleyville? Colleyville!



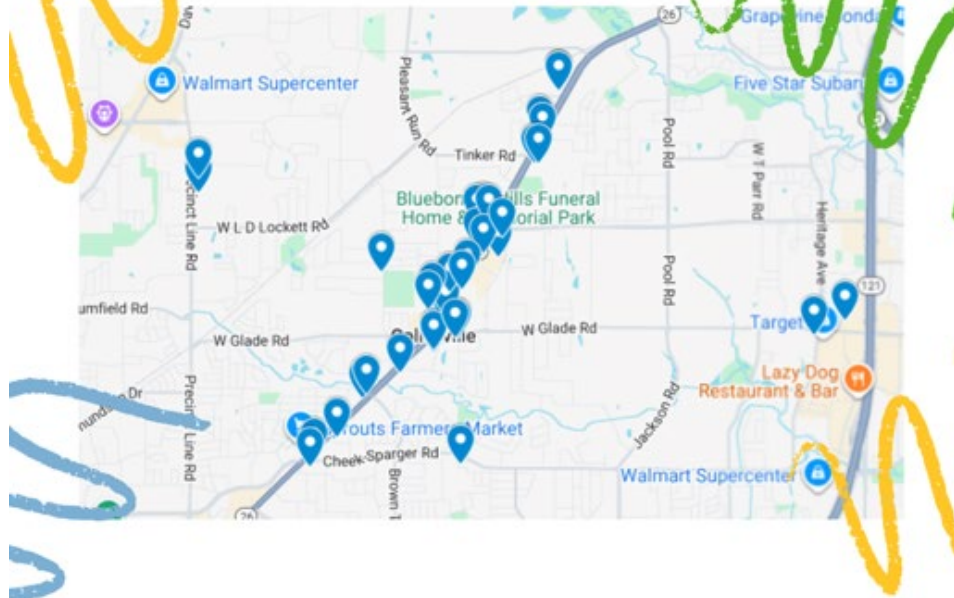
COMMUNITY BUSINESS GUIDE



Colleyville Commercial Bus Tour



COLLEYVILLE
COMMERCIAL
BUS TOUR MAP





STEP 1: SET UP BUSINESS

- Incorporate New Business**
Must file with the Texas Secretary of State office.
sos.state.tx.us | 512-463-5555
- Obtain Employer Identification Number (EIN)**
All employers who have employees must be assigned an EIN from the United States Internal Revenue Service (Form SS-4). [IRS.gov/ein](https://irs.gov/ein)
- Obtain Business Name/DBA**
This establishes the sales tax collection process with the State of Texas.
Tarrant County Clerk 817-884-1195
TarrantCountyTX.gov
- Obtain Lease from Landlord**
Lease terms should be negotiated prior to application for Certificate of Occupancy (CO).
- Write a Business Plan**
A business plan outlines how the business intends to grow and sustain revenues and is required for obtaining a Certificate of Occupancy (CO) from the City. <https://shorturl.at/amoYk>
- Texas Sales & Use Tax Permit**
A Sales Tax Permit is required if selling taxable services or selling/leasing personal property and is required for obtaining a Certificate of Occupancy (CO) from the City.
comptroller.texas.gov/taxes/permit

STEP 2: PREPARE THE SPACE

- Confirm Business Use Zoning and/or Special Use Permit requirements**
Review the Zoning Map and the Land Development Code at <https://shorturl.at/RAmyF>.
- Submit Application for Construction Permits/ Tenant Improvements**
Prior to any construction, demo, alteration, or improvement, review Community Development webpage to determine permits required and apply.
- Submit Application for Fire Protection**
Depending on building use, occupant load, or other factors, additional life-safety systems may be required. Must receive approval before application of Certificate of Occupancy.

STEP 3: PREPARE TO OPEN

- Apply for a Certificate of Occupancy**
Apply online at <https://shorturl.at/tCObV>.
- Apply for a Food Service Permit**
Tarrant County Operator 817-884-1111
TarrantCountyTX.gov
- Apply for TABC license, for businesses selling or serving alcohol**
tabc.state.tx.us | 817-652-5912
The sale of alcoholic beverages is under the requisition of the state's Texas Alcoholic Beverages Commission (TABC).
- Submit Application for Sign Permit**
A permit is required prior to installation of any signs, including temporary signs, in accordance with Ch. 7 of Land Development Code.

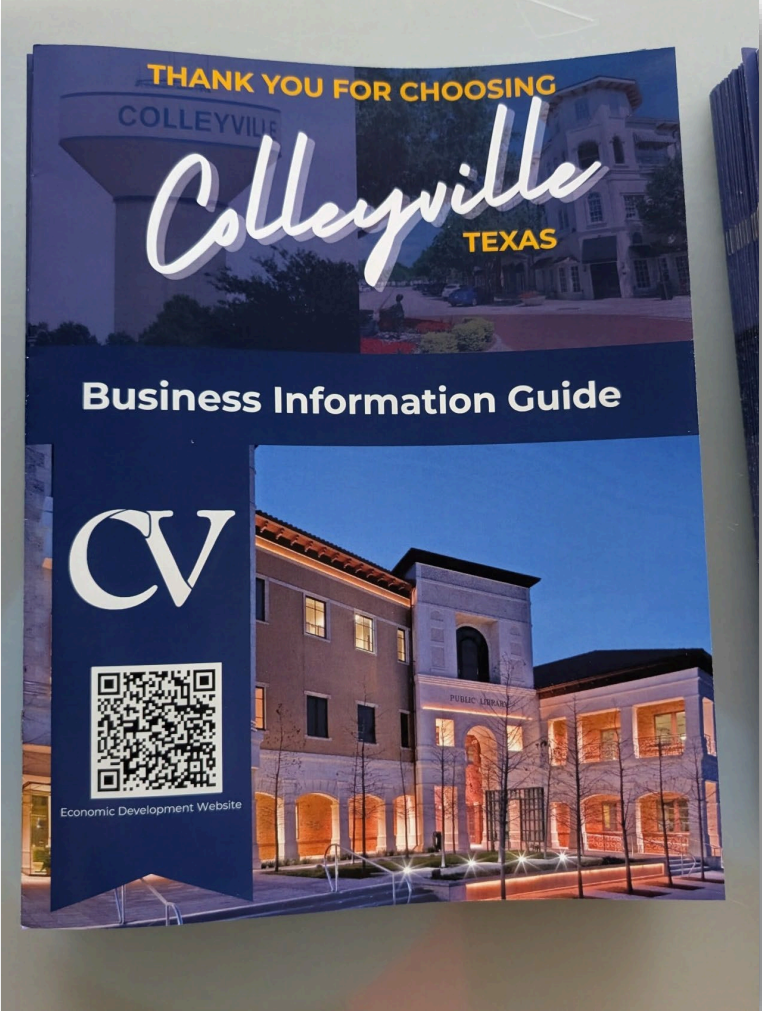
STEP 4: SET UP SERVICES

- Apply for water service**
Utility Billing Customer Service 817-503-1020
<https://shorturl.at/qCdDh>.
- Apply for gas service**
Gas service is provided by Atmos Energy.
AtmosEnergy.com.
- Choose an electrical provider**
Learn more at PowerToChoose.org.
- Apply for mail service**
USPS will require a copy of the Certificate of Occupancy in order to begin mail service at your new address.
usps.com | 800-275-8777

STEP 5: CITY PROGRAMS & GRANTS

- Review City Grants** <https://shorturl.at/sgSV1>.
- Participate in Gift Card Program**
<https://shorturl.at/JV9uN>.
- Support Colleyville non-profit groups**
<https://shorturl.at/2WHeW>.

Business Information Guide



LOVE COLLEYVILLE? SHOP COLLEYVILLE BUSINESS BINGO

Put your money where your heart is!
Shop (5) in a row to receive (1) Colleyville Gift Card
Shop all squares and receive (2) Gift Cards

Dates and details on reverse side

RETAIL	DESSERT	BEVERAGE	GROCERY
BEVERAGE	SERVICE	GROCERY	HEALTH
PET	RETAIL	DINING	DESSERT
HEALTH	GROCERY	RETAIL	DINING
SERVICE	RETAIL	SERVICE	DINING



Support businesses five across, vertical, diagonal or complete the full board!

BINGO cards available at the Colleyville Center Monday, Nov. 24, 2025 through Friday, Jan. 9, 2026. All Gift Cards are valid through Sunday, Jan. 11, 2026.

Turn in BINGO card for Colleyville Gift Card(s) **Christmas 2025 version only**, beginning Mon, Dec 15 through Fri, Jan 9th, 2026.
Receipts dates Nov 24th-Jan 9th will be accepted.

Receipts from each Colleyville business for each square are required.

*5 different receipts for (1) Gift Card
25 different receipts for (2) Gift Cards*

Retail = boutique, hardware, clothing, gift, home decor, pharmacy, floral, etc.
Dining = full service, fast-food, or fast-casual restaurants.

Beverage = restaurant specializing in beverages.
Dessert = restaurant specializing in dessert goods.

Health = business specializing in health, fitness, pharmacy related products / services.

Pet = medical, grooming, retail, food products or services for pets.

Grocery = retail focused on food, household and/or pharmacy.

Service = automotive, consulting, construction, medical, landscaping, professional, etc.



➤ **\$41,000 approved 2025 thus far**



Brighten Up the Boulevard



➤ **\$8,709 approved 2025**

➤ **\$50,000 allotted for use**

Brighten up the Boulevard

Christmas Light Matching Grant



The City of Colleyville is offering a new Christmas Light Matching Grant for businesses along Colleyville Boulevard (SH26).

As part of the City's ongoing beautification efforts, this program provides partial funding to help businesses add festive holiday lighting. Let's work together to make SH26 shine bright this season!



For
businesses
along
Colleyville
Blvd (SH26)



Warm, white
lights Focus on
rooflines and
building outlines
Wrapped trees
may be eligible



50% Match!
Shopping Centers
up to \$5,000
Individual
Businesses up to
\$2,000



1. Apply City
2. Approval
3. Install
4. Verification
5. Grant
Reimbursement



2026 COLLEYVILLE Receipt Race

Help your school WIN \$5,000
by shopping in Colleyville!

The City of Colleyville and GCISD have partnered together
for a receipt race to support Colleyville businesses and GCISD schools!

How to play:

Shop anywhere in Colleyville **February 1st - March 31st**
and turn your receipts into your school's PTA
as you do for Box Tops. It's that easy!

All GCISD schools can participate.

Receipts are due to Colleyville City Hall by April 10th, 2026.

Grand Prize



The school that collects the most receipts of any value will
receive a prize donation to that school's PTA.

*All participating schools will receive a \$500 donation.



For more information, visit
Colleyville.com or call **817.503.1328**



NOW OPEN!!



*Birdie
Bridal*

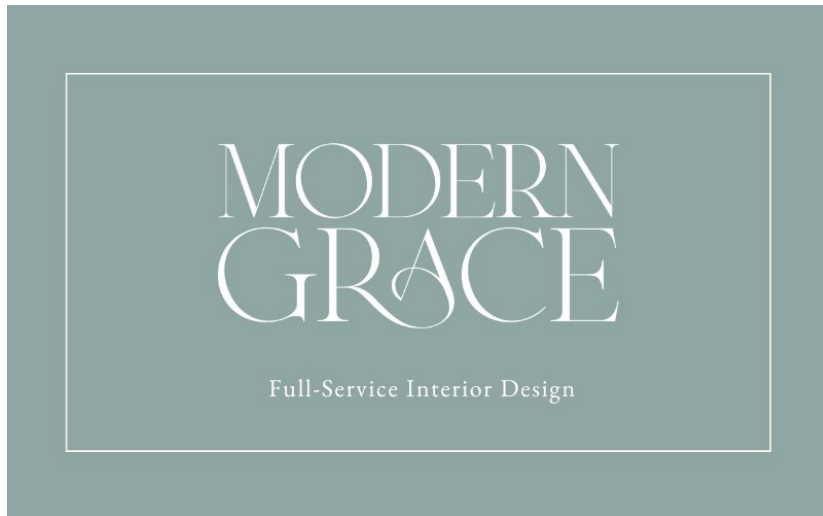


Bank OZK

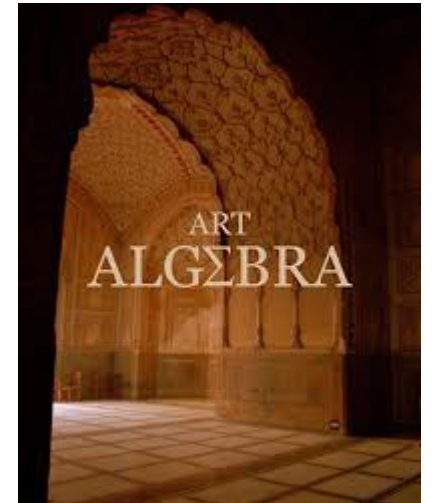


COLLEYVILLE
FLORIST
Your Community Flower Shop

COMING SOON



ever/body



PROSPECTS



7 Brew
Ace Pickleball Club
Activate Games
Aunti Anne's
Barburrito
Big Chicken
Biscuit Bar
Blaze Pizza
Blue Bottle Coffee
Boot Barn
Boutique La Vie en Rose
Brew Culture
Brinker Intntl
Brown Bag Seafood
Cava
Cavender's
Celis Juice Bar
Chopt
Chuze Fitness
City BBQ
Cooper's Hawk Winery and
Restaurant
CorePower Yoga
Corner Bakery

Dairy Queen
Darden Restaurants
Dave's Hot Chicken
Earls Restaurants
Emmy Squared Pizza
Escapology
Excel Fitness
First Watch
Foot Locker
Francesca's
Fresh Dining
FunBox
Glowbar
Go Bagels
Goop Kitchen
Half Price Books
Harold's Hallmark
Hattie B's
Hibbett Sporting Goods
Honeygrow
Inspire Brands
IT'SUGAR
J. Jill

JETSET Pilates
Jimmy the Greek
Joe & the Juice
Just Salad
k9 Resort
Kura Sushi
Landry's
Laynes Chicken
Lush
Marathon Coffee
Mendocino Farms
Moxie Coffee
Paris Baquette
Pause Studio
PickleRage
Ping Pod
Pizza Factory
Pure Gym
Qargo Coffee
Tim Horton's
Rhythm and Hues
Riser Fitness
Rowan
Soul Spice

Slice
Small Door Vet
Smoothie King
State of Play
Sugared+Bronzed
Summer Moon Coffee
SweatHouz
Sweetgreen
Swig
Taco Casa
Tatte Bakery and Café
The Candy Space
The Vitamin Shoppe
Toast City Diner
Towel Bar
Tropical Smoothie Café
Ville and Vine
Whataburger
Wetzel's Pretzels
Z-Burger

- › The Village: Increasing engagement
- › Colleyville Downs Restaurants:
- › Former Bellissimo's
- › 99 CENT STORE: Indoor amusement concepts, restaurant, grocery store
- › North (service restaurant)
- › North
- › South (it and Popular
Boutique)
- › Black Walnut: Mediterranean Restaurant
- › Zaifiro's: Fort Worth Restaurant



- › Colleyville Downs Restaurants: Drive Thru Potential
 - › Pizza chain and Coffee looking at former Daddy's/Zoe's
 - › Italian restaurant looking at former Blue Crab
- › Former Bellissimo's: Café and BBQ interest
- › 99 CENT STORE: Thrift Giant Purchase
- › Northern Gateway East: Garages of America with restaurant and retail under contract
- › Northern Gateway West: Upper/Upscale Resort Hotel under contract with developer
- › Southern Gateway: Developer LOI-Retail/Restaurant
- › Black Walnut: Truva is OPEN!
- › Zaifiro's: National chain interest

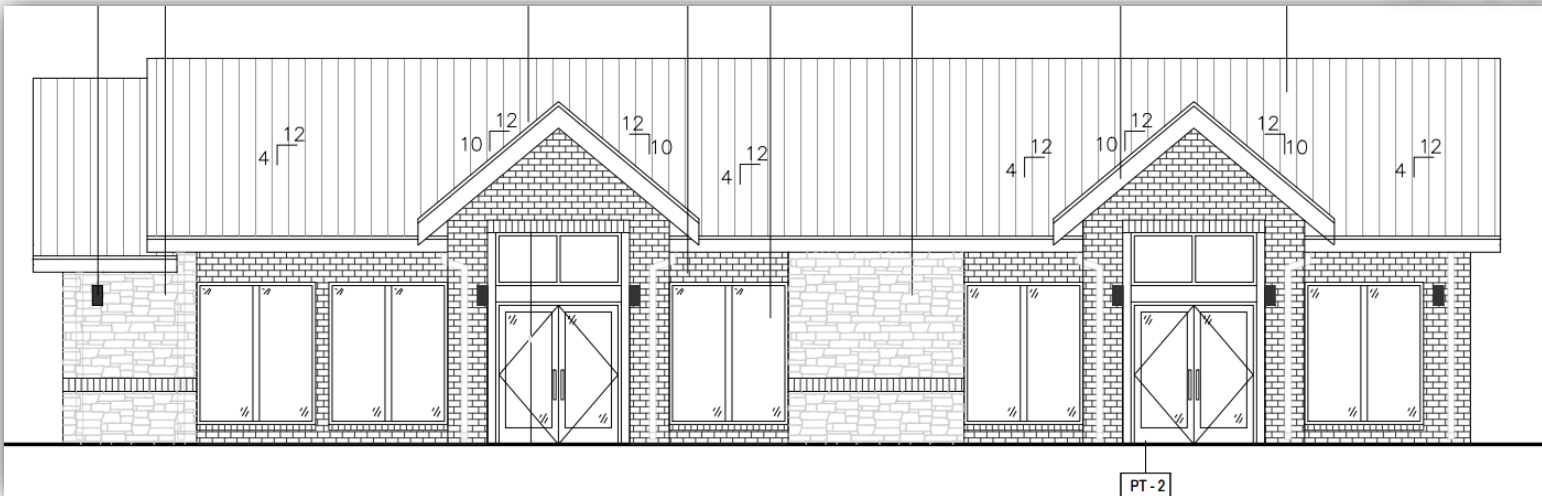
O'Brien Offices

609 Cheek-Sparger Road

3,507 Sq Feet



- Replacing the building that burned down
- Complete!



Golden Paws Development

1721 John McCain Road

4,596 Sq Feet



- Mobile veterinarian clinic proposed in one of 4 future buildings – 14,330 SQ feet total
- Remaining buildings to be used for office and office/showroom uses



Precinct Line Medical

8056 Precinct Line Road

4,696 Sq Feet



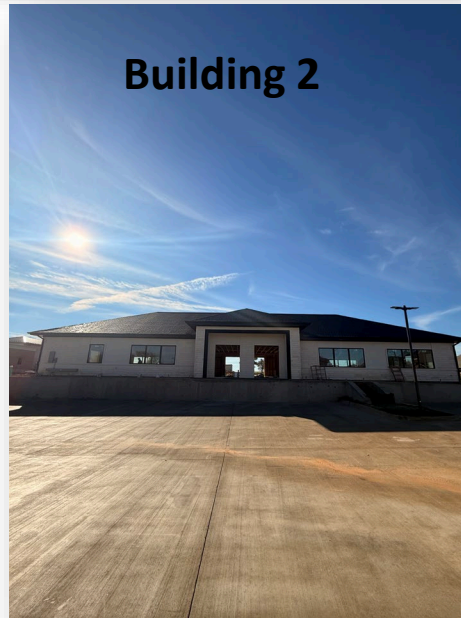
- Building 1 of 3 future office buildings
- In early stages of construction- in the framing process



Building 1



Building 2



Building 3



Kiddie Academy

4321 Colleyville Boulevard

10,490 Sq Feet



- Still in early stages of construction-foundation preparation
- Early 2026 Opening



Sagora Senior Living

Cheek-Sparger Road and Wayne Drive

175,025 Sq Feet



- › Site plan approved
- › Plat approved
- › Building Permits expected soon



Kaizen Sports Training Facility

6609 Colleyville Boulevard

5,862 Sq Feet



➤ Building permits expected soon



City Owned Properties



➤ Northern Gateway 37 Acres

Under Contract for Upper/Upscale

Resort Hotel

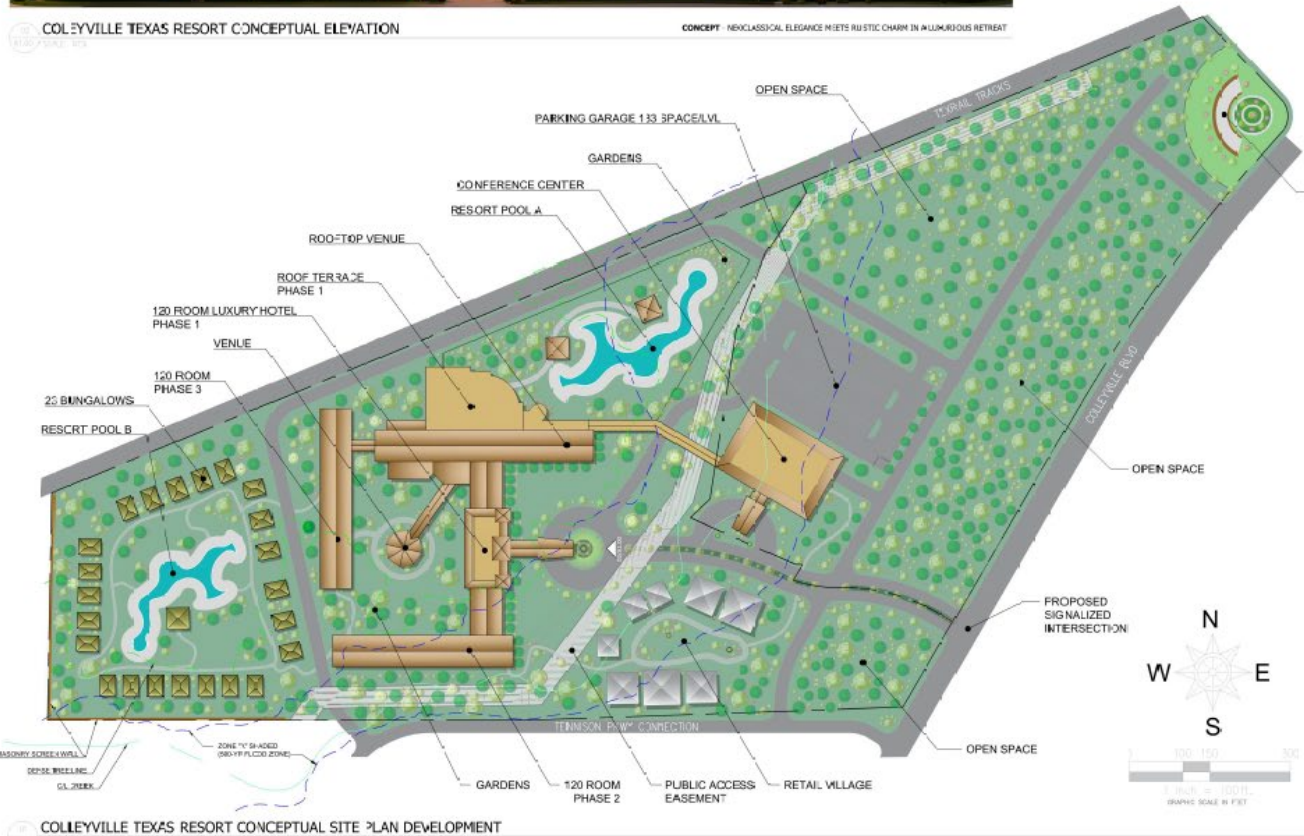
Tree survey complete

Archeological survey complete – not a historical site



COLLEYVILLE TEXAS RESORT CONCEPTUAL ELEVATION

CONCEPT - NEOCLASSICAL ELEGANCE MEETS RUSTIC CHARM IN A LUXURIOUS RETREAT



COLLEYVILLE TEXAS RESORT CONCEPTUAL SITE PLAN DEVELOPMENT



- Northern Gateway 3.81 Acres
Garages of America, Restaurant and Retail



City Owned Properties



- Southern Gateway 5.8856 Acres
LOI Retail and Restaurant



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

Questions and Discussion



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 1/6/2026

Type Worksession

Department City Secretary

Title

Discussion of election dates

Explanation

This item provides for discussion of election dates.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 1/6/2026

Type Worksession

Department Engineering

Title

Discussion of extending the median electrical between Centerpark and Brown Trail

Explanation

This item is for the discussion of extending the median electrical between Centerpark and Brown Trail.

In July 2025, Council authorized a contract with Landscape Lighting of Fort Worth, Inc., dba Illuminations by Greenlee for the SH26 Electrical and Lighting Extension Project. The limits of the project consisted of extending median electrical between Glade Road and Centerpark Drive and a portion of the median between Hall-Johnson Road and Church Street. The contractor has completed this initial project. There is a cost savings on this project of \$132,995.00. Staff has obtained a quote from Illuminations by Greenlee to extend the median electrical from Centerpark Drive to Brown Trail for a total cost of \$147,118.00. If the desire is to extend the project to Brown Trail, staff will present a contract change order to Council for authorization at a future meeting.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 1/6/2026

Type Worksession

Department City Secretary

Title

Discussion of the January 6, 2026, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 1/6/2026

Type Executive Session

Department City Secretary

Title

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

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

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

Attachments

RESOLUTION R-26-5104

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF JANUARY 6, 2026**

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 6TH DAY OF JANUARY 2026.

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 4

Agenda Date 1/6/2026

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation appointing Grant Falls, Mayor for a Day — Mayor Bobby Lindamood and Grant Falls

Proclamation naming January 6, 2026, as Thank an Educator Day in Colleyville - Mayor for a Day Grant Falls and Mayor Bobby Lindamood

Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting — Mayor Lindamood, Finance Director Cassie Smith

Attachments

RESOLUTION R-26-5105

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JANUARY 6, 2026

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 December 16, 2025
 - b. Approval of the North Tarrant Regional SWAT Interlocal Agreement to provide for the inclusion of the Town of Northlake, and authorizing the City Manager to execute the Agreement
 - c. Approval to purchase a replacement reel mower from Professional Turf Products, L.P., through the Buyboard Purchasing Cooperative in an amount not to exceed \$76,804.76, approving the disposal of the unit being replaced, and authorizing the City Manager to execute the purchase proposal
 - d. Approval of a Construction Services Agreement with Smith Lawn and Tree, LLC., in an amount not to exceed \$89,600, for the Texas Tree Trail PHI project, and authorizing the City Manager to execute the Agreement
 - e. Approval of a Professional Services Agreement with Brittain & Crawford, LLC, in an amount not to exceed \$70,000.00, for a survey in association with Water Project 5: Brighton Oaks Water Line Replacement project, and authorizing the City Manager to execute the Agreement
 - f. Approval of a Purchase and Sale Agreement with Sanford P. Aron, for the purchase of the City-owned 6.2 acres at Colleyville Boulevard and Acuff Lane, and authorizing the City Manager to execute the Agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 6TH DAY OF JANUARY 2026.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, DECEMBER 16, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, December 16, 2025, at 5:33 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Finance Director Cassie Smith, Public Works and Parks and Recreation Director Lisa Escobedo, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Presentation of 2025 Citizen Survey Results

Assistant City Manager Adrienne Lothery provided a complete review of the 2025 Citizen Survey. She stated approximately 12% of all households completed a survey which is just under the 5% response rate and is typical of this type of survey. She noted when comparing categories with historical data, the citizen satisfaction level is at or above previous ratings. There was general conversation regarding some of the averages, but Mayor and Council agreed they are happy to see the citizens engaged and satisfied with their community.

WS-2 Economic Development Update

This item was moved to the January 6, 2026, meeting.

WS-3 Discussion of the December 16, 2025, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:07 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 6:50 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:00 p.m. and called the roll.

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

INVOCATION: Pastor Josh Anderson, Colleyville Presbyterian 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-25-5101

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 in recognition of December as Season of Small Business - Mayor Bobby Lindamood and Chelsea Rose, Colleyville Community Engagement and Economic Development

Mayor Lindamood read a proclamation recognizing December as the Season of Small Business and Assistant City Manager Mark Wood discussed some of the successes and needs of the Colleyville business community.

Announcement of the 2025 Community Decorated Christmas Trees winners

Mayor Lindamood announced the participants and winners of the 2025 Community Decorated Christmas Trees and presented plaques to the following:

- Colleyville Woman's Club – 1st place
- Baylor Scott and White – 2nd place
- Colleyville Vision Associates – 3rd place
- VIP Mortgage - Mayor's Choice
- Colleyville Rotary Club – Community Spirit

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5102

- 4a** Approval of the minutes of the regular City Council meeting of December 2, 2025
- 4b** Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program

Mayor Lindamood read Resolution R-25-5102 in its entirety.

Municipal Court Administrator Nicole Porell introduced Municipal Court Clerk Justin Whiteside and briefed the City Council on the significance of the Metroport Teen Court Program.

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

Councilmember Alphonso made a motion to approve Resolution R-25-5102, seconded by Councilmember Holt Gunderson.

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. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - November 2025

Finance Director Cassie Smith noted this is the second month of FY26, noted sales tax is up year to year, and reviewed all funds.

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

6a Ordinance O-25-2356

Consideration of a Special Use Permit for an Accessory Building for Lot 3, Block 1, Beldon Hollow, located at 4905 Beldon Trail, Case ZC25-029

Mayor Lindamood read the caption of Ordinance O-25-2356.

Community Development Director Ben Bryner presented the request to allow an accessory building which exceeds the combined square footage of all accessory buildings on a lot. He stated per the City Council’s request, the applicant has reduced the width of the building, reducing the maximum accessory building size to 5.8% from the 7.4% previously requested.

Mayor Lindamood and the Council thanked the applicant for working with the City Council on this request.

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

Councilmember Graves made a motion to approve Ordinance O-25-2356, 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.

7. CITIZEN COMMENTS

Councilmember Graves thanked the Public Works team for their work on the Glade Road main break and noted the new VAC truck was in use.

8. REPORTS

- Colleyville Center Advisory Committee Minutes — August 17, 2025
- Planning and Zoning Commission Minutes — November 10, 2025
- Planning and Zoning Commission Worksession Minutes — November 24, 2025

There was no discussion of this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, DECEMBER 16, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5103

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 7:45 p.m.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5b

Agenda Date 1/6/2026

Number Resolution R-26-5105

Type Resolution

Department Police

Title

Approval of the North Tarrant Regional SWAT Interlocal Agreement to provide for the inclusion of the Town of Northlake, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

The North Tarrant Regional SWAT team (NTR SWAT) was established in 2010, and comprises the cities of Colleyville, Keller, Roanoke, Southlake, and Trophy Club. The NTR SWAT Team is responsible for responding to and assessing and resolving critical incidents, including but not limited to, hostage situations, barricaded subjects, high-risk warrant service, terrorist events, providing high-threat dignitary protection, and other missions as determined and directed by the Chiefs of the member cities. NTR SWAT covers a population of approximately 127,000, and the 36 members are commanders, team and assistant team leaders, operators, negotiators, medics, and team doctors.

Each member city is responsible for contributing to the personnel and equipment costs of the NRT SWAT Team. In 2025, the Town of Northlake requested to enter into the Interlocal Agreement and join the NRT SWAT.

Approval of the North Tarrant Regional SWAT Interlocal Agreement will provide for the Town of Northlake entering into the agreement, becoming the sixth member city.

Financial Impact

The City's financial impact will be reduced by 1/6th with the addition of a new member.

Recommendation

Approve

Attachments

1. North Tarrant Regional SWAT Interlocal Agreement-2026

North Tarrant Regional SWAT

INTERLOCAL AGREEMENT

STATE OF TEXAS

DENTON AND TARRANT COUNTIES

This Interlocal Agreement (the 'Agreement') is made and entered into by and between the Cities of Keller ('Keller'), Southlake ('Southlake'), Colleyville ('Colleyville'), Roanoke ('Roanoke'), the Town of Trophy Club ('Trophy Club'), and the Town of Northlake ('Northlake'). The aforementioned municipalities are collectively referred to as the 'Cities.'

WHEREAS, the Cities mutually agree and have determined that there exists an ongoing need for the creation and operation of a jointly operated and funded Special Weapons and Tactical Unit (the 'North Tarrant Regional SWAT Team') to operate and have jurisdiction in the Cities; and

WHEREAS, Chapter 791 of the Texas Government Code (the 'Act') provides the authority for the Cities to enter into this Agreement for the creation, operation, and funding of the North Tarrant Regional SWAT Team;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits contained herein, the Cities agree as follows:

1. INCORPORATION OF RECITALS

The recitals stated above are true and correct and are incorporated into this Agreement in their entirety.

2. EFFECTIVE DATE; TERM; CONSIDERATION

(a) Effective Date: This Agreement shall become effective upon approval by the governing bodies of all participating Cities, respectively and shall commence upon the date of the last City executes the Agreement.

(b) Term: The term shall be for one (1) year and shall automatically renew for successive one (1) year terms unless a City provides written notice of non-renewal to all other Cities at least ninety (90) days prior to expiration of the current term.

(c) Consideration: This Agreement is executed by the parties voluntarily and for adequate consideration, the sufficiency of which is acknowledged.

3. GOVERNING BODY AUTHORIZATION AND APPROVAL

This Agreement has been duly authorized by the governing bodies of the respective Cities at legally noticed public meetings by Resolution, pursuant to §791.011(d)(1) of the Texas Government Code.

4. GRANTS OF AUTHORITY AND APPROVAL

For law enforcement purposes and jurisdiction associated with the Agreement, peace officers of the Cities are granted full peace officer authority throughout the Cities.

5. DESIGNATION

(a) Team Member Designation. Each City to the Agreement will adhere to the selection and removal process outlined in the NTR SWAT Manual. The Chief of Police of each City respectively may change the number and designation of peace officers or other personnel by written notice to the Chiefs of Police of the remaining Cities.

(b) Team Commander Designation. Police Chiefs of the Cities shall jointly designate one peace officer to serve as the North Tarrant Regional SWAT Team Commander (the Commander). The Commander, who shall report jointly to the Chiefs of Police of the Cities. It is the preference of the Cities that the designation of Commander be reached by unanimous agreement, but if that is not possible, then the choice may be made by a majority vote of the Police Chiefs of the Cities.

(c) Team Members not to be removed during critical incidents. Each city agrees that Team Members will not be removed from a critical event for the duration of the event. The Team Commander will designate if an event is a critical event. Examples of critical events include matters for which the Team Members are called out, including but not limited to hostage situations, high risk search and arrest warrants, suicidal subjects, terrorist events, large scale arrest operations, barricaded persons, or any event involving a high-risk situation.

(d) Each City member to the Agreement agrees that if the Commander requests that a certain member be removed from the SWAT Team that the City will remove that member from the SWAT Team. The City may ask the reason for the request for the removal of the member.

6. SWAT TEAM SUPERVISION

(a) Operations. The day-to-day supervision of the North Tarrant Regional SWAT Team in regard to operation will be the responsibility of the Commander.

(b) Administration. Matters involving personnel, expenditure of funds and all other administrative matters shall be made by the individual Police Chiefs of the Cities. Matters involving any future joint use of funds, grant applications or other administrative matters that would involve the Cities joints will be made jointly by the Police Chiefs of the Cities, provided that the Police Chiefs cannot obligate their City in regard to an expenditure of funds beyond that which has been agreed to in the Agreement.

7. SWAT TEAM RESPONSIBILITIES

(a) The North Tarrant Regional SWAT Team is responsible for responding to, assessing and resolving, critical incidents, including but not limited to, hostage situations, barricaded subjects, high risk warrant service, terrorist events, providing high threat dignitary protection, and other missions as determined and directed by the Chiefs of the Cities.

(b) The North Tarrant Regional SWAT Team will also provide tactical, administrative and training assistance to all members of the police departments and departments of public safety of the Cities and other Law Enforcement Agencies. The North Tarrant Regional SWAT Team will also provide education to the citizenry of the Cities.

8. FUNDING AND EXPENDITURES

(a) Funds for expenditures related to salary, benefits, equipment, supplies and operation of the North Tarrant Regional SWAT Team shall be provided by the respective Cities.

(b) As required by the Act, the Cities acknowledge and agree that funding under the Agreement will be made from current revenues available to each City. Funds for the participation in, and the obligations of, the Agreement have been made or will be made, in successive years, provided and approved, through the respective annual budgets approved by the City Councils of the Cities.

9. EFFECT OF TERMINATION

Upon any termination of the Agreement, each item of equipment purchased for the North Tarrant Regional SWAT Team shall be owned and kept by the purchasing City. If items are jointly purchased or obtained by a grant at some future date, the Cities will establish the procedures regarding where the item is kept and which agency will retain possession at the termination of this Agreement and other matters at the time the funding is sought or the item is purchased.

10. PUBLIC INFORMATION OFFICER

(a) Media Relations During Incident. The City and law enforcement agency with primary jurisdiction during any specific operations of the North Tarrant Regional SWAT Team will be responsible for overall media relations for that specific operation, although that agency may request assistance from any other agency in regard to media operations.

(b) Public Information Requests. Each city shall be responsible for public information requests that are delivered to that City; however, if a public information request involves an operation of the North Tarrant Regional SWAT Team and is made of more than one city and requires a coordinated response, the City with primary jurisdiction over the event will coordinate the response. The Cities agree that they will comply with the Texas Public Information Act, including any applicable exceptions. The Cities agree that, pursuant to Section 552.117 of the Texas Government Code, the Cities will not release information that they may possess or have access to, regarding the home addresses, telephone numbers or family information about the peace officers of other Cities, to the extent allowed by law.

11. INCORPORATION OF OTHER DOCUMENTS

This agreement incorporates the following documents:

(a) Exhibit "A" attached hereto and incorporated herein is included in this Agreement as if fully set out in the Agreement.

(b) The North Tarrant Regional SWAT Manual (the "Manual"), as it may be amended from time to time in conjunction with consultation with all the Cities Police Chiefs, is hereby incorporated in this Agreement. Each City will be provided a copy of the Manual and any amendments and each City will maintain a current copy of the Manual and any amendments in the administrative offices of their respective Police Departments. No amendments may require increased expenditures or commitments by the City beyond those set forth without the approval of the governing bodies of the Cities.

12. SEVERABILITY

If any portion of the Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall remain in full force and effect.

13. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections and the terms and conditions contained therein, shall remain in effect: Sections 8 "Funding and Expenditures;" 9 "Effect of Termination;" 11 "Severability;" 12 "Survival;" 13 "Waiver by Party;" 14 "Entire Agreement; Amendment;" 15 "Venue; State Law;" 19 "Liability; Sovereign Immunity."

14. ENTIRE AGREEMENT; AMENDMENT

The Agreement, including any and all Exhibits mentioned herein, constitutes the entire Agreement between the Cities hereto with respect to the subject matter hereof. Any amendments to the Agreement, other than changes in procedure to the Manual as set out above, must be made in writing, approved by the governing bodies of the Cities, respectively and signed by the City Manager of each City, or the person with authority to sign agreements for that City, prior to such amendment(s) becoming effective. However, this provision does not affect the right of each City to designate, through their City Manager or designee, a different person to receive notice than the person set out below.

15. VENUE: STATE LAW

The Agreement is governed by the laws of the State of Texas and venue for any action brought to enforce the terms and conditions of the Agreement shall lie exclusively in Tarrant County, Texas.

16. REMEDIES CUMULATIVE

No right or remedy granted or reserved to the Cities is exclusive of any other right or remedy herein by law or equity provided or permitted, but each right or remedy shall be

cumulative or every other right or remedy given hereunder. No covenant or condition of the Agreement may be waived without the consent of the Cities.

17. NOTICES

Each notice or other communication which may be or is required to be given under the Agreement shall be in writing and shall be deemed to have been properly delivered when delivery is accomplished by one of the following methods: (1) personal delivery to the person designated; (2) delivered by certified mail, return receipt requested; (3) delivered via an overnight, express or other delivery service that provides for written receipt of delivery. The persons designated to receive notices are set out below; however, each City has the right, through their City Manager or designee, at any time, to designate a different person to receive notices by giving the Cities fifteen (15) days written notice of such designation. If the person designated below is not available to receive notices, and the City has not designated another person, delivery to any other person of the same or similar title to the person designated shall be considered effective delivery of notice.

18. THIRD PARTIES

No provision of the Agreement shall create any third-party beneficiary. Nothing contained in the Agreement shall be construed to create, expand, or form a basis for liability to any third party under any theory of law. Further, each City retains, and does not hereby waive, its immunities and defenses provided by law.

19. LIABILITY; SOVEREIGN IMMUNITY

To the extent any liability is found to exist, each City hereto agrees that every City is responsible for its own liability. Each City retains full authority to settle any claims against it as the City chooses. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

20. AUTHORITY TO EXECUTE

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

21. REPRESENTATIONS

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

22. MISCELLANEOUS DRAFTING PROVISIONS

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

23. ASSIGNMENT

This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

24. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTION

IN WITNESS WHEREOF, the undersigned have executed this North Tarrant Regional SWAT Interlocal Agreement, effective HERE TO ON THE DATE, MONTH AND YEAR SHOWN BELOW:

CITY OF KELLER

Aaron Rector, City Manager

Brad Fortune, Chief of Police

Date: _____

CITY OF COLLEYVILLE

Jerald Ducay, City Manager

Michael Miller, Chief of Police

Date: _____

CITY OF SOUTHLAKE

Alison Ortowski, City Manager

Ashleigh Casey, Chief of Police

Date: _____

CITY OF ROANOKE

Cody Petree, City Manager

Jeff Williams, Chief of Police

Date: _____

TOWN OF TROPHY CLUB

Brandon Wright, Town Manager

Patrick Arata, Chief of Police

Date: _____

TOWN OF NORTHLAKE

Drew Corn, Town Manager

Robert Crawford, Chief of Police

Date: _____

EXHIBIT 'A'
RESPECTIVE AGENCY EXPENDITURES

1. Salaries, benefits and insurance of assigned personnel
2. Vehicles and operating expenses for assigned personnel
3. Vehicular and portable radio equipment and operating expenses for assigned personnel
4. Liability insurance coverage for assigned personnel
5. Overtime pay and benefits for assigned personnel
6. Non-SWAT Team related training as required by agency
7. SWAT Team related training as determined by the Commander, and Chief(s) of Police
8. Non-SWAT Team related travel required by agency
9. SWAT related travel as determined by the Commander, Chief(s) of Police
10. SWAT Team equipment and supplies as determined by the Commander, Chief(s) of Police



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5c

Agenda Date 1/6/2026

Number Resolution R-26-5105

Type Resolution

Department Engineering

Title

Approval to purchase a replacement reel mower from Professional Turf Products, L.P., through the Buyboard Purchasing Cooperative in an amount not to exceed \$76,804.76, approving the disposal of the unit being replaced, and authorizing the City Manager to execute the purchase proposal

Explanation

This item seeks approval to purchase a Toro Reelmaster 3575-D mower for the Parks Department, at a total cost of \$76,804.76, and approval for the disposal of the unit being replaced. The unit being replaced is a 2009 John Deere Fairway Mower. The unit has developed electrical issues, several hydraulic system leaks, and has become unreliable, overheating in the summer.

The Toro Reelmaster 3575-D mower is equipped with a 24.8 hp tier 4-compliant Kubota diesel engine, all-wheel drive, with dual precision adjustment cutting units featuring Toro's Edge Series reels to deliver a consistent, high-quality cut and superior after-cut appearance.

The reel mower is utilized to mow City facilities including the athletic fields, and park areas.

Financial Impact

The funding source for this purchase is the Parks Tomorrow Fund

Recommendation

Approve

Attachments

1. Proposal



Professional Turf Products, L.P.
 1010 North Industrial Blvd.
 Euless, Texas 76039
 Professional Turf Products
 (817) 785-1900
 sales@proturf.com



Ship To	City Of Colleyville	Date:	12/8/2025
Bill To	BUYBOARD (CONTRACT # 706-23) - Credit Cards Not Accepted	Tax Rate	
Contact	Chris Haworth	Destination	
Address	29th St, Colleyville, TX 76034	Trade-In	
		Finance	
Phone	(817) 980-5337	Account Type	CORP
Email	chaworth@colleyville.com	QMS: ID	
Comments:			

Proposal

Qty	Model #	Description	Selling Price
1	03821	Reelmaster 3575-D	
5	03639	22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept Reel Edgeseries	
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)	
1	131-6691	Seat Cover Large Grey	
1	30669	Universal Sunshade, White	
1	44963	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)	
		Reelmaster 3575-D	\$ 76,804.76
		SubTotal	\$ 76,804.76
		Destination	INCLUDED
		No Tax (Estimated)	\$ -
		TOTAL	\$ 76,804.76

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.
 Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5d

Agenda Date 1/6/2026

Number Resolution R-26-5105

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 \$89,600, for the Texas Tree Trail PHI project, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

On September 19, 2025, the City Council approved Resolution R-25-5075, adopting the Capital Improvement Program (CIP) Fiscal Year 2023-2030. The CIP includes \$125,000 for the park tree installation program.

In October 2025, staff presented Council with an overview of the Texas Tree Trail project. This contract authorizes Phase I (PHI) of the project to include the furnishing and installation of 42 larger, more substantial trees in the open space behind the Senior Center. The tree trail should take three to five years to complete the desired plan.

Financial Impact

The funding sources for this project is the Capital Projects and Voluntary Park funds. Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Texas Tree Trail PHI Quotes

CONSTRUCTION SERVICES AGREEMENT
TEXAS TREE TRAIL PHI
(Project #PKS-2026-001)

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 Texas Tree Trail PHI (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

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

Section 3. Contract Documents

- (a) This Agreement is a part of the “Contract Documents”, which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Project #PKS-2026-001
 - (3) City’s written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

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

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHTY-NINE THOUSAND, SIX HUNDRED DOLLARS (\$89,600.00) ("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.

<p>For City:</p> <p>CITY OF COLLEYVILLE, TEXAS</p> <p>By: _____ Jerry Ducay City Manager</p> <p>Date: _____</p>	<p>For Contractor:</p> <p>SMITH LAWN AND TREE, LLC</p> <p>By: _____ Russell Simpler Partner</p> <p>Date: _____</p>
<p><u>Notice Address:</u></p> <p>City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com</p> <p>ATTEST:</p> <p>By: _____ Christine Loven City Secretary</p> <p>Date: _____</p>	<p><u>Notice Address:</u></p> <p>Smith Lawn and Tree, LLC Attn: Russell Simpler, Partner 3200 Handley Ederville Rd Richland Hills, Texas 76118 E: russell@smithdfw.com</p>

GovDox Colleyville Contract ID:
CSA_pk_January 6, 2026_Rev20230112



Proposal #15710

Date: 10/28/2025

Customer:
 Joe Flynn
 100 Main St
 Colleyville , TX 76034

Property:
 City of Colleyville Senior Center
 2512 Glade Road
 Colleyville , TX 76034

Tree Trail Planting Phase 1

Texas Tree Trail - Tree Planting Phase 1

- Deliver and Install the below referenced trees as shown on plan for Texas Tree Trail

Landscape Enhancement Proposal

Landscape Installation

Items	Quantity	Unit	
Labor - Enhancement	320.00	HR	
Elm Princeton 48" Box TL	5.00	ea	
MAPLE big tooth 24"box 24"box	3.00	24" BOX	
MAGNOLIA TEDDY BEAR 65g 65g	3.00	65G	
MAGNOLIA d.d.blanch 200g	3.00	200G	
MAGNOLIA little gem 100g	3.00	100G	
ASH texas 4"	3.00	4" CAL	
CYPRESS bald 100G	3.00	100G	
Loblolly Pine TL 200 Gal	5.00	ea	
Oak Bur 200 Gal	4.00	ea	
OAK chinquapin 200g 200g	4.00	200G	
OAK live 200g	6.00	200G	
Delivery	3.00	ea	
Hardwood Mulch	45.00	3CF BAG	
T-post Stakes	70.00	ea	
			Landscape Installation: \$89,600.00

	Subtotal	\$89,600.00
	Estimated Tax	\$0.00
	Total	\$89,600.00

Terms & Conditions

Q&A Landscape and Design

Q&A Landscape and Design
2440 Michael Dr.
Southlake, TX 76092

ESTIMATE

Estimate Number 1945
Date 11/10/25
Sales Rep Alec Austin

Customer Address

Joe Flynn
City of Colleyville
5201 Bransford Rd
Colleyville, TX 76034

Property Address

Senior Center
2512 Glade Rd
Colleyville, TX 76034

Landscaping

Tree Installation

Delivery and installation of the following material:

Items	Quantity	Unit
Elm Princeton 45g	5.00	ea
MAPLE big tooth 24"box	3.00	ea
MAGNOLIA TEDDY BEAR 45g	3.00	ea
DD BLANCHARD MAGNOLIA 200 GALLON	3.00	ea
MAGNOLIA little gem 100g	3.00	ea
CYPRESS bald 100g	3.00	ea
PINE loblolly 5" B&B	5.00	ea
OAK burr 100g	4.00	ea
OAK live 200g	6.00	ea
OAK chinquapin 200g	4.00	ea
Delivery	3.00	ea
Coffee Brown Mulch - Bagged 2 cu. ft.	45.00	bag
T-post Stakes	70.00	ea

Tree Installation: \$110,305.66

Subtotal \$110,305.66

Estimated Tax \$0.00

Total \$110,305.66



SOUTHERN BOTANICAL™

THE GREEN STANDARD

Client

City of Colleyville – Parks and Rec
5109 Bransford Rd
Colleyville TX, 76034

TREE INSTALL – PHASE 1

Tree Type	Size	Quantity	Per	Total
Elm - Princeton	48' Box	5	\$ 1,287.32	\$ 6,436.62
Maple - Big Tooth	24" Box	3	\$ 1,300.33	\$ 3,900.98
Magnolia - Teddy Bear	65g	3	\$ 1,040.26	\$ 3,120.78
Magnolia - DD Blancher	200g	3	\$ 3,250.83	\$ 9,752.50
Magnolia - Little Gem	100g	3	\$ 1,430.37	\$ 4,291.10
Ash - Texas	4"	3	\$ 1,430.37	\$ 4,291.10
Cypress - Bald	100g	3	\$ 1,287.12	\$ 3,861.36
Loblolly Pine	200g	5	\$ 2,599.35	\$ 12,996.75
Oak - Bur	200g	4	\$ 3,250.35	\$ 13,001.40
Oak - Chinquapin	200g	4	\$ 3,250.35	\$ 13,001.40
Oak - Live	200g	6	\$ 3,250.35	\$ 19,502.10
Delivery				\$ 307.00
Mulch				\$ 239.00
T-Posts				\$ 4,404.00
Labor	320 Hours			\$ 16,798.50
Total				\$ 115,904.60

Client Signature: _____

Date: _____



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5e

Agenda Date 1/6/2026

Number Resolution R-26-5105

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with Brittain & Crawford, LLC, in an amount not to exceed \$70,000.00, for a survey in association with Water Project 5: Brighton Oaks Water Line Replacement project, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

On September 16, 2025, City Council approved the 2026-2030 Capital Improvement Program (CIP) by Resolution R-25-5075, which included \$250,000 for the design of Water Project 5: Brighton Oaks.

Water Project 5 was identified in the 2014 Water/Wastewater Master Plan. The scope includes the replacement of approximately 10,214 linear feet of 2" and 6" water mains throughout the neighborhood with 8" lines. Upon completion of the water line replacement, the roads throughout the neighborhood will be rehabilitated.

Upon reviewing the parameters of the project, staff determined we have the capacity to design the waterline replacement project in house. This item is seeking the approval to enter into an agreement with Brittain & Crawford, LLC to perform the survey for the design.

Financial Impact

The funding source for the project is the Capital Utility Fund

Recommendation

Approve

Attachments

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
WATER PROJECT 5: BRIGHTON OAKS SURVEY

This Professional Services Agreement (“Agreement”) is made by and between the **City of Colleyville, Texas** (“City”), and **Brittain & Crawford, LLC** (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

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

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

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

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City Water Project 5: Brighton Oaks Survey (“Project”), as set forth in the Scope of Services attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

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

Section 3. Professional’s Obligations

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

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

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

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

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

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

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

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

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

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

Section 4. Performance Schedule

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

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

Section 5. Documents

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

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

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

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

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed SEVENTY THOUSAND DOLLARS (\$70,000.00).

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

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

Section 7. Default; Force Majeure

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

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

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

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

Section 8. Termination; Suspension

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification; Notice.

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

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

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

Section 11. Notice.

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

Section 12. Verifications by Professional

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

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

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

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

Section 13. Miscellaneous

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

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

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

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

BRITAIN & CRAWFORD, LLC

By: _____

Jerry Ducay
City Manager

By: _____

Stuart F. Smith, R.P.L.S.

Date: _____

Date: _____

Notice Address:

Notice Address:

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

Brittain & Crawford, LLC
Attn: Stuart F. Smith, R.P.L.S.
3908 South Fwy
Fort Worth, Texas 76110
E: sfs@brittain-crawford.com

Colleyville Contract ID:
PSA_pk_December 18, 2025_v1.20220714

EXHIBIT “A”
SCOPE OF SERVICES

(attached)

BRITAIN & CRAWFORD, LLC
LAND SURVEYING & TOPOGRAPHIC MAPPING

Celebrating 50 years of providing quality professional land surveys

EXHIBIT "A"

December 17, 2025

City of Colleyville
100 Main Street
Colleyville, Texas 76034
(817) 503-1106
EEscobar@colleyville.com

Attention: Mr. Earl A. Escobar, P.E.
Public Works Project Engineer

Re: **BRIGHTON OAKS ADDITION
WATER LINE PROJECT**
Colleyville, Tarrant County, Texas

Dear Mr. Escobar,

SCOPE OF SERVICES

Research, abstract, survey and prepare a detail/design topographic survey map of Brighton Oaks along Springhollow Road from Cheek Sparger Road to Sherwood Lane, along Sherwood Lane from Springhollow Road to Hickory Hill Lane, along Hickory Hill Lane from Springhollow Road to Sherwood Lane, along Deepwood Road from Cheek Sparger Road to Hickory Hill Lane and along Allendale Road from Cheek Sparger Road to Sherwood Lane (approximately 10,200 linear feet) as shown on your request for proposal. The design survey limits will extend up to 5 feet past the existing right-of-way and up to 50 feet past the end of each segment within the existing street rights-of-way to include pavement edges, pavement types, curb and gutter, buildings, driveways, sidewalks, culverts, drainage pipes, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees 6 inches in caliper and larger, visible utilities and utilities marked by Texas811, and also set control points and benchmarks. The design survey will also extend up to 15 feet past curb returns for intersecting streets and alleys. The survey will be delivered to you in electronic (AutoCAD) format based upon the Texas Coordinate System NAD83 and NAVD88 vertical control.

The foregoing will be accomplished for a fee not to exceed **\$70,000.00**.

We sincerely appreciate being considered for this project and look forward to working with you again.

Respectfully Submitted,


Stuart F. Smith, R.P.L.S.

Firm Certification #10019000

Complaints or Questions should be addressed to the Texas Board of Professional Engineers & Land Surveyors: 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723, <http://pels.texas.gov>



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5f

Agenda Date 1/6/2026

Number Resolution R-26-5105

Type Resolution

Department City Manager

Title

Approval of a Purchase and Sale Agreement with Sanford P. Aron, for the purchase of the City-owned 6.2 acres at Colleyville Boulevard and Acuff Lane, 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 and Sale Agreement with Sanford P. Aron, for the sale of the 6.2 acres of City-owned property at the southeast corner of Colleyville Boulevard and Acuff Lane. Sanford P. Aron plans to develop the property by constructing a mixture of commercial and retail buildings. Closing on the property is subject to the purchaser obtaining City approved PUD zoning for the intended property improvements.

Financial Impact

The City purchased the property in two purchases in 2021 for \$2.6 million.

Recommendation

Approve

Attachments

1. Purchase and Sale Agreement - Colleyville-Sanford P. Aron Trustee

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** (“**Agreement**”) to buy and sell real property is entered between the City of Colleyville, Texas (“**Seller**” or “**City**”) and the Purchaser identified below and is effective on the date of the last of the signatures by Seller and Purchaser as parties to this Agreement and acknowledgement by Title Company of receipt of the Agreement (“**Effective Date**”).

Purchaser: Sanford P. Aron, Trustee
3773 Richmond Ave., Ste 800
Houston, Texas 77046
Attn: Sanford P. Aron, Principal

Telephone: _____
E-mail: _____

Purchaser’s Attorney: _____

Telephone: _____
E-mail: _____

Purchaser’s Broker: Waypoint Real Estate Advisors, LLC. Seller agrees to pay a 3% commission of the sales price to brokerage upon closing (the “**Broker Fee**”).

Seller: City of Colleyville
Attn: City Manager
100 Main Street
Colleyville, Texas 76034

Telephone: (817) 503-1116
E-mail: Jducay@colleyville.com

Seller’s Attorney: Whitt L. Wyatt
Wyatt, Hamilton, and Findlay, PLLC
8080 N. Central Expy
Ste 1700, PMB 1017
Dallas, Texas 75206

Telephone: (972) 762-6418
E-mail: whitt@whflegal.com

Title Company:

Property: A 6.20 ± acres tract of land more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, generally located at the SEC if Highway 26 and Acuff Lane, Colleyville, Texas (the “**Property**”).

Feasibility Period: One hundred fifty (150) days from the Effective Date, subject to extension as provided in Section

Earnest Money: \$15,000.00 in cash which Purchaser shall place in escrow with a Title Company of Seller's discretion. An additional \$35,000.00 non-refundable and applicable to the purchase price, cash shall be deposited as earnest money upon expiration of the Feasibility Period in conformance with the terms of this Agreement.

Option Fee: \$1,000.00, to be deducted from the Earnest Money, which amount shall be the non-refundable portion of the Earnest Money (except as may be otherwise expressly provided in this Agreement) and will be distributed to Seller upon any termination of this Agreement as independent consideration for Seller's performance under this Agreement, and which shall be applied as a credit to the Purchase Price if Closing occurs.

Closing Date: The later of: (i) the satisfaction of all closing contingencies, or (ii) sixty (60) days after the expiration of the Feasibility Period, unless Purchaser otherwise exercises its option to extend the Closing Date in conformance with Section 4 of this Agreement.

Purchase Price: [\$]. Will be calculated as follows: \$12.50 per square foot (net of all easements, encumbrances, detention, and floodplains as determined by the Survey. In the event that the Utility extensions are required, the purchase price shall be reduced by an amount equal to the costs associated with design, engineering, and construction. In the event that additional detention is required, the purchase price shall be reduced by an amount equal to the costs associated with design, engineering and construction.

WHEREAS, Purchaser has informed the City of its intent to redevelop the Property by demolishing the existing vacant structures and constructing a mixture of commercial and retail buildings that will service the general public (the "**Project**"); and

WHEREAS, City has determined that selling the Property to Purchaser for development of the Project is in accordance with Chapter 380 of Texas Local Government Code and the City's economic development programs and will (i) further Seller's objectives; (ii) benefit City and its inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in City's incorporated limits.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Agreement for the Purchase Price and subject to additional consideration set forth in this Agreement. The Purchase Price shall be paid to Seller by Purchaser as follows:

(a) **Earnest Money.** Not later than the fifth (5th) business day after the Effective Date, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, the Earnest Money to the Title Company. The Earnest Money, less the Option Fee, is refundable to Purchaser until the

expiration of the Inspection Period. After the expiration of the Inspection Period, the Earnest Money inclusive of the Option Fee, shall be non-refundable to Purchaser except as provided in Section 2 (Title and Survey Matters), Section 8 (Conditions to Closing), and Section 13 (Seller Default). If Purchaser fails to timely deliver the Earnest Money as provided herein, then Seller may elect, as its sole remedy for such failure, to terminate this Agreement by delivering written notice of such termination to Purchaser at any time prior to the time that Purchaser delivers the Earnest Money to the Title Company. The Earnest Money (inclusive of the Option Fee), shall be applicable first to the Purchase Price (after applying the Purchase Grant) and then to the Purchaser's Closing Costs at Closing, and any surplus thereafter shall be returned to Purchaser.

(b) Option Fee. The Option Fee, which is One Thousand and No/100 Dollars (\$1,000) of the Earnest Money, shall immediately be non-refundable to Purchaser except as provided in Section 13 (Seller Default). The Option Fee shall be applicable first to the Purchase Price and then to the Purchaser's Closing Costs at Closing, and any surplus thereafter shall be returned to Purchaser.

(c) Deposit. The proceeds of the Earnest Money (and the Option Fee) shall be deposited and held by Title Company as a deposit against the Purchase Price (with any surplus applied to Purchaser's Closing Costs and thereafter any surplus shall be returned to Purchaser) in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price (and, if applicable, the Purchaser's Closing Costs) if the transaction closes. All interest accruing on the Earnest Money (and the Option Fee) shall be held for the account of Purchaser.

(d) Closing Payment. The balance of the Purchase Price, as adjusted by the application of the proceeds of the Earnest Money plus any accrued interest thereon and by the prorations and credits specified herein shall be paid in cash on the Closing Date (as hereinafter defined) (the amount to be paid under this subparagraph (d) being herein called the "Closing Payment").

2. Title, Survey, and Environmental Reports.

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Seller's expense, deliver to Purchaser:

(i) any reports, including, without limitation, environmental or geotechnical studies that Seller may have in its possession or that is available to Seller as of the Effective Date with respect to the Property;

(ii) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(iii) the most recent survey and plat of the Property that Seller has in its possession or that may be available to Seller (the "Existing Survey"). Seller shall not be required to obtain a new survey of the Property at Seller's expense;

(iv) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(v) any other documents or information in Seller's possession or under Seller's reasonable control relating to the Property which may be reasonably requested by Purchaser.

(b) Not later than fifteen (15) days after the Effective Date, Purchaser shall, at Seller's expense, obtain a current commitment for a Texas Owner's Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price (the "**Title Commitment**"), accompanied by copies of all recorded documents and encumbrances referenced in the Title Commitment (the "**Title Exceptions**").

(c) Not later than sixty (60) calendar days after the Effective Date, Purchaser may, at Purchaser's expense and option, obtain an ALTA survey (the "**Survey**") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the survey plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Commitment, be in a form acceptable to the Title Company to issue the relevant survey coverage in the Title Policy (as hereinafter defined), and shall set forth a metes and bounds description of the Property. The parties acknowledge and understand that in accordance with Section 8(c), the Property must be subdivided into a separately platted lot along with Seller's adjacent property as a condition of Closing and that the Property shall be conveyed by the platted lot description as set forth in the recorded plat of the Property.

(d) Not later than fifteen (15) days after Purchaser's receipt of the last of (i) the Title Commitment, (ii) legible copies, to the extent available, of all instruments referred to in the Commitment, and (iii) the Survey (or after the expiration of the period for obtaining the Survey, if a Survey is not obtained), Purchaser shall approve or provide written objections to the aforementioned items above, provided, however, Seller agrees to cure and removal all Required Removal Exceptions (as defined below) regardless of whether Purchaser objects to them. If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so, other than the Required Removal Exceptions which Seller shall be obligated to cure. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy any such objection, Purchaser may either (i) waive such objection and accept title as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period and receive a refund of the Earnest Money without further liability to either party or (ii) elect to extend the Closing Date, not to exceed an additional sixty (60) days, in order to provide Seller additional time to cure the objections. If Purchaser elects to extend the Closing Date pursuant to (ii) in the previous sentence, and Seller fails to cure the objection with such period, Purchaser may either waive the objection and proceed to Closing or terminate this Agreement and receive a refund of the Earnest Money (less the Option Fee) without further liability to either party. As used in this Agreement, the term "**Required Removal Exceptions**" shall mean, collectively, (a) any exceptions to title that are either (i) liens evidencing monetary encumbrances (other than liens for non-delinquent real estate taxes), including (A) any mortgage, deed of trust or other financing instrument securing indebtedness of Seller, or (B) any mechanic's or materialman's lien, or judgment lien against Seller or the Property, or (ii) title matters created by Seller in violation of the terms of this Agreement; and (b) any exception to title that Seller has specifically agreed in writing to cure or cause the Title Company to provide affirmative coverage over such exception pursuant to the terms of this Section 2.

(e) If any update to the Title Commitment, Title Exceptions or Survey discloses any new title or survey matters or modified or revised title matters (each, a "**New Title Matter**"), Purchaser shall have the right to object to such New Title Matter in accordance with the provisions of the immediately preceding paragraph, except that Purchaser's time period to review and object to or accept any New Title Matter shall be five (5) business days after Purchaser receives an updated Title Commitment that includes such New Title Matter.

(f) At the Closing, Seller shall convey to Purchaser fee simple title to the Property by good and sufficient Deed (as defined in Section 5(a)(i)), subject to no exceptions other than those title exceptions permitted herein, provided, however, (i) there shall be no Required Removal Exceptions and any exception as to taxes shall be limited to non-delinquent taxes for the current year and subsequent years that are not yet due and payable (collectively, the “**Permitted Exceptions**”). Purchaser’s obligation to proceed with Closing shall be conditioned upon the Title Company being irrevocably committed to issue, upon payment of its normal premium, a TLTA Owner’s Policy, insuring Purchaser in the amount of the Purchase Price that fee simple title to the Property is vested in Purchaser, subject only to the Permitted Exceptions (collectively, the “**Title Policy**”).

3. **Inspection (Feasibility) Period.**

(a) During the Inspection Period, Purchaser and its agents, contractors, representatives, consultants or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. Purchaser shall further have two (2) options to extend the Inspection Period by an additional thirty (30) days for each extension. Purchaser may exercise an extension option by delivering written notice to Seller on or prior to the end of the Inspection Period, and concurrently therewith delivering to the Title Company an extension deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Each extension deposit shall become part of the Earnest Money and treated the same as provided in this Agreement, and credited to the Purchase Price (and, if applicable, Purchaser’s Closing Costs) at Closing, and thereafter any surplus shall be returned to Purchaser. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, neither party shall have any further claim against the other under this Agreement, and Purchaser shall be entitled to a refund of the Earnest Money, but not the Option Fee. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby. **Purchaser shall repair any damage to the Property it causes or that is caused by its agents, contractors, representatives, consultants or employees, and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Purchaser and/or Purchaser’s authorized agents, contractors, representatives, consultants or employees during the Inspection Period or as a result of any inspection of the Property by such parties; provided, that no indemnity shall be required for (i) Purchaser’s discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, (ii) discovery of any preexisting physical or environmental conditions present at the Property, or (iii) the consequences of any negligent act or omission on the part of Seller or any of its agents or employees.**

(c) During the Inspection Period, Purchaser may review and conduct any studies relating to engineering and environmental matters associated with the Property; provided, however, no invasive testing (such as a Phase II ESA) shall be permitted without Seller's prior written consent, which Seller may withhold at its sole discretion. Notwithstanding the foregoing to the contrary, if a Phase I Environmental Site Assessment (a “**Phase I ESA**”) is performed on behalf of Purchaser by a reputable and licensed environmental engineer or professional engineering firm (as applicable, “**Purchaser's Environmental Engineer**”), and, in the reasonable opinion of Purchaser's Environmental Engineer and/or Purchaser's lender, the findings of such Phase I ESA discloses materials and/or conditions affecting the Property such that the performance of a Phase II Environmental Site Assessment (a “**Phase II ESA**”) is recommended in order to fully assess same, then Seller agrees to not unreasonably withhold its consent to the performance

of a Phase II ESA at the Property on conditions, in locations and with a scope approved in advance in writing by Seller. Upon completion of any Phase I ESA and/or Phase II ESA, Purchaser shall promptly provide a copy of same to Seller. No Phase II ESA shall commence prior to the delivery of the Phase I ESA to Seller.

(d) The provisions of this Section 3 shall expressly survive any termination of this Agreement or the Closing for a period of six (6) months.

4. **Closing Date.** The closing of the sale of the Property (the “**Closing**”) shall occur on the Closing Date through escrow arrangements with the Title Company, or at such other time as may be agreeable to the parties. Purchaser shall have two (2) options (each, a “**Closing Extension Option**”) to extend the Closing Date by an additional thirty (30) days for each extension. Purchaser may exercise a Closing Extension Option by delivering written notice to Seller on or prior to the then scheduled Closing Date, and concurrently therewith delivering to the Title Company a closing extension deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$10,000.00) (each such deposit, a “**Closing Extension Deposit**”). Each Closing Extension Deposit shall become part of the Earnest Money and treated the same as provided in this Agreement, and credited to the Purchase Price (and, if applicable, Purchaser’s Closing Costs) at Closing, and thereafter any surplus shall be returned to Purchaser.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to Purchaser through the Title Company:

(i) a special warranty deed (the “**Special Warranty Deed**”) in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) the documents required to be executed as a condition of Closing as set forth in Section 8, below;

(iii) possession of the Property, free of parties in possession; and

(iv) such documents as may be reasonably required by the Title Company in order to cause the Title Company to issue a Texas Owner’s Policy of Title Insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser, at Seller’s expense (the “**Title Policy**”), as well as such other documents as may be required by the Title Company to close the contemplated transaction.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Closing Payment;

(ii) the documents required to be executed as a condition of closing as set forth in Section 8, below; and

(iii) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes.** Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to

Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs (collectively, the “**Seller’s Closing Costs**”):

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) one-half (1/2) of the Title Company’s escrow fees;

(iii) the basic premium for the Title Policy;

(iv) all costs and expenses incurred by or on behalf of Seller, including Seller’s attorney’s fees and costs related to the removal of encumbrances that the Seller is obligated to remove under this Agreement; and

(v) such other incidental costs and fees customarily paid by sellers of real property in Tarrant County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs (collectively, the “**Purchaser’s Closing Costs**”):

(i) all fees and costs for the Survey;

(ii) one-half (1/2) of the Title Company’s escrow fees;

(iii) all costs and expenses incurred by or on behalf of Purchaser, including Purchaser’s attorneys’ fees, but excluding the Broker Fee;

(iv) all premiums and fees for extended coverage and optional endorsements, deletions and amendments to the Title Policy, if any;

(v) one-half (1/2) of the recording fees for the Special Warranty Deed and any other documents that are required to be recorded to close the transaction; and

(vi) such other incidental costs and fees customarily paid by purchasers of property in Tarrant County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Conditions to Closing.** If any of the closing conditions set forth below in this Agreement have not been satisfied or waived by Purchaser by the Closing Date (as such date may be extended), then Purchaser may terminate this Agreement with written notice to Seller, in which event, the entire Earnest Money (less the Option Fee) shall be returned to Purchaser. Closing on the sale of the Property shall be conditioned upon and subject to the following:

(a) Purchaser and Seller having duly executed a development agreement in recordable form, setting forth the parties respective rights and obligations with regard to the Project.

(b) On or before the end of the Inspection Period, the zoning of the Property being amended such that Purchaser may develop and use the Property for the Project (the “**Rezoning**”). If the Property is not zoned for such use as of the Effective Date, Seller agrees that Purchaser shall have the right to file an application with Seller for the Rezoning. The application for the Rezoning shall be made in the name of Purchaser, prosecuted at the expense of Purchaser, and filed with Seller on or before the last day of the Inspection Period. Nothing in this Agreement and, specifically, this Section 8(b), shall be construed as contractually obligating Seller to grant the Rezoning or otherwise waive its legislative discretion to amend the Seller’s Zoning Regulations in any manner; provided, however, if Seller denies the Rezoning, Purchaser shall have the right, as Purchaser’s sole and exclusive remedy, to terminate this Agreement and be refunded the Earnest Money (inclusive of the Option Fee), and, thereafter, neither party shall have any further claim against the other under this Agreement. Once the Rezoning is approved, Purchaser shall not have the right to terminate this Agreement pursuant to this Section 8(b).

(c) On or before the end of the Inspection Period, a replat of the Property (the “**Replat**”) being approved in accordance with Seller’s subdivision regulations. The application for the Replat shall be made and prosecuted in Seller’s name as owner. Purchaser shall be responsible for the costs related to preparation and recording of the Replat. If the Replat is not approved prior to the expiration of the Inspection Period, Purchaser shall have the right to terminate this Agreement and receive a refund of the Earnest Money (inclusive of the Option Fee). Once the Replat is approved, Purchaser shall not have the right to terminate this Agreement pursuant to this Section 8(c).

(d) Each of the representations and warranties made by Seller in this Agreement will be true and complete in all material respects on the Closing Date as if made on and as of such date.

(e) Seller will not have failed to perform or comply with any of Seller’s agreements, covenants or obligations in the manner and within the periods provided herein.

(f) The Title Company will have irrevocably committed to issue the Title Policy.

(g) On the Closing Date, there will be no third party injunction, writ, preliminary restraining order or any order of any nature issued or threatened by a court of competent jurisdiction directing that the transaction contemplated by this Agreement not be consummated, as herein provided.

9. **Permitted Exceptions.**

(a) Purchaser acknowledges and agrees that the Property will be conveyed by Seller at closing subject to the Restriction Agreement, and that the Special Warranty Deed shall contain reference to same. The (i) lien for current taxes not yet due and payable, (ii) the Restriction Agreement, and (iii) other appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection, shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller’s sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller’s responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

(b) Purchaser understands, acknowledges, and agrees that all rights-of-ways and easements dedicated to Seller on behalf of the public and which appear on the Replat of the Property or which may affect the Property and which (i) were originally dedicated to Seller by separate instrument prior to the Effective Date, or (ii) are dedicated to Seller in accordance with the Replat, including, but not limited to, any rights-of-way or easements that existed prior to Seller acquiring title to the Property, may be reserved

by Seller prior to Closing for itself, its successors and assigns, and the public, which reservations shall constitute additional Permitted Exceptions at Closing to the extent they affect the Property, but are subject to Purchaser's approval pursuant to Section 8(c) above.

10. **Representations and Covenants.**

(a) Seller represents and covenants that:

(i) Seller has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(ii) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment);

(iii) Seller has no knowledge and has not received any written notice of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property, and Seller is in compliance with any past notices of past violations. Seller shall immediately provide Purchaser with a copy of any such notices received after the Effective Date;

(iv) Seller will not hereafter encumber the Property, or take any other action with respect to the Property which will adversely affect the development, lease or other transactions contemplated by this Agreement and the Required Use.

(v) There is no material litigation pending or, to Seller's Actual Knowledge, threatened against Seller that arises out of the ownership of the Property that will not be disposed of prior to Closing.

(vi) There are no contracts or agreements relating to the ownership, operation and maintenance of the Property that will survive the Closing and become an obligation of Purchaser or the Property.

(vii) All documents and reports related to the Property in Seller's possession or reasonable control described in Section 2(a) have been delivered to Purchaser, and such documents constitute complete copies of such documents.

(viii) Seller has at all times while holding title to the Property complied with, and is in compliance in all respects with all environmental laws (including without limitation all permits and licenses required thereunder) applicable to the Property; (b) Seller has not received any oral or written notice of any violation of, or any liability (contingent or otherwise) for corrective or remedial obligation under, any environmental laws, and (c) Seller has no knowledge of and has not received any oral or written notice of the presence of any "Hazardous Materials" in, on or under the Property except as may have been disclosed in any report delivered by Seller to Purchaser in accordance with Section 2(a). As used herein, "**Hazardous Materials**" means and includes any materials (or components thereof) now or hereafter designated and/or regulated as hazardous, dangerous, toxic or harmful by any governmental authority or by orders, awards and standards promulgated by any federal, state or local government or by any court, agency, instrumentality, regulatory authority or commission of any of the foregoing concerning health, safety and the

protection or regulation of the discharge of substances into the environment and the transportation and disposal of such substances.

(b) Purchaser represents that Purchaser has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The only representations made by any party concerning the Property and this Agreement are as set out in this Section 10. The representations set forth in this Section 10 shall survive Closing.

11. **Property Sold As Is.**

(a) Except as otherwise expressly provided in this Agreement including, without limitation, Section 10(a), above or in any of the documents to be delivered by Seller at Closing, Purchaser hereby acknowledges and agrees the sale of the Property hereunder is and will be made on an “as is, where is and with all faults” basis. The occurrence of Closing shall constitute an acknowledgment by Purchaser that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the Special Warranty Deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the Special Warranty Deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller’s skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

(c) Purchaser agrees that, prior to the expiration of the Inspection Period, it will have the opportunity to examine and investigate the Property and that, in purchasing the Property, Purchaser will rely solely upon its independent examination, study, inspection and knowledge of the Property, and Purchaser is relying solely upon its own examination, study, inspection, and, except for representations and

warranties specifically set forth herein and, except for the special warranties of title set forth in the Special Warranty Deed, and in the bill of sale and assignment, knowledge of the Property and Purchaser's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by Seller.

(d) The provisions of this Section 11 shall survive the termination of this Agreement and the Closing.

12. [Intentionally Omitted]

13. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and receive the Earnest Money as liquidated damages, thereby releasing both of the parties from this Agreement. If Seller defaults, Purchaser's sole remedies shall be (i) to terminate this Agreement and receive a refund of the Earnest Money and the Option Fee, thereby releasing both of the parties from this Agreement, or (ii) seek specific performance. No termination shall occur pursuant to a default until the non-defaulting party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting party has failed to cure the default; provided, however, if all of the parties have fully performed and all conditions to Closing have been satisfied other than the signing of documents and closing on the sale of the Property and one party fails to perform such necessary acts to deliver funds and execute documents required for Closing on the date of Closing, then this Agreement shall terminate one (1) business day after demand is made to the non-performing party and the party continues to fail to close on the transaction. Notwithstanding anything herein to the contrary, the failure of Seller to succeed in satisfying the conditions to Closing set forth in Section 8(b) and/or Section 8(c) shall not constitute a default of this Agreement; provided, however, failure of Seller to satisfy said conditions prior to the date of Closing shall entitle Purchaser to the sole remedy of terminating this Agreement and receiving a refund of the Earnest Money and the Option Fee.

14. **Notices.** All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page 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. For purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday, or federal, state, or local holiday which is recognized by City and in which City's offices are closed to the general public for business. A party may designate another notice address within the continental United States for purposes of this Agreement by giving the other parties not less than ten (10) days advance written notice of such change of address in accordance with the provisions of this section.

15. **Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

(a) *Entireties.* This Agreement contains the entire agreement of the parties pertaining to the purchase and sale of the Property.

(b) *Modifications.* This Agreement may only be modified by a written document signed by both parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement without the written consent of Seller, which may be withheld at Seller's sole discretion; provided, however, Purchaser may assign all of Purchaser's rights, title, and interest in this Agreement to an affiliate without the written consent of Seller if (i) such assignment is made in a writing in which the affiliate agrees to assume all of Purchaser's rights and obligations under this Agreement and (ii) written notice of such assignment is delivered to Seller and the Title Company not later than five (5) days prior to the Closing Date. Upon any assignment of the Agreement by Purchaser, Purchaser will remain liable for all obligations of Purchaser hereunder, but such assignee will succeed to all of the rights and obligations of Purchaser hereunder and will, for the purposes hereof, be substituted as and be the Purchaser hereunder. For purposes of this paragraph (c), "**affiliate**" means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Purchaser, or any entity the ownership of which is substantially the same as the ownership of Purchaser.

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all parties have signed this Agreement, and the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) *Deadlines and Other Dates.* All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which City's main offices are not open to the general public for regular business, then the end of such period shall be extended to the next Business Day.

(g) *Brokers.* Other than Purchaser's Broker, the parties represent and warrant they worked with no other real estate broker or agent relative to this transaction and that no brokerage commission is due and payable upon the Closing other than to Purchaser's Broker who will be paid by Purchaser pursuant to a separate written agreement. To the extent allowed by law and except in relation to Purchaser's Broker, each party shall indemnify each other from any claim for brokers' commissions relative to the sale of the Property and alleged to be due by, through or under the indemnifying party.

(h) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Copies of executed counterparts, and executed counterparts delivered by facsimile or email/PDF shall have the same force and effect as wet-signed original counterparts.

(i) *Legal Construction.* 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 other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(j) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District

Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court in any such action.

(k) *Survival of Covenants.* Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive.

(l) *Headings.* Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

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

The parties have executed and delivered this Agreement as of the Effective Date.

For Seller/City:

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Duca, City Manager

Date: _____

For Purchaser:

[_____]

By: _____
Sanford P. Aron, Principal

Date: _____

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both Purchaser and Seller on _____, 2025.

By: _____

Name: _____

Title: _____

Exhibit A
Property Description



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a
Type Ordinance
Department Finance

Agenda Date 1/6/2026

Number Ordinance O-26-2357

Title

Amending Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, adjusting water and wastewater volumetric rates to pass through changes from the Trinity River Authority

Explanation

First Reading and Public Hearing

On November 15, 2016, the City Council approved Ordinance O-16-1996, implementing the recommendations of the Water and Wastewater Rate Advisory Committee. This ordinance established a new rate structure in which City operating costs are recovered through base rates and volumetric rates are set to pass through the costs charged by the Trinity River Authority (TRA).

The base and volumetric rates are reviewed and updated on an annual basis. The new base rates are reflected in the bills sent out in October to coincide with the City's fiscal year, while the new volumetric rates are reflected in the bills sent out in January to coincide with TRA's rate change.

This agenda item provides for formal consideration and approval to amend Sections 3A and 3B of the Water and Sewer Policy and Procedure manual as contained in the Code of Ordinances of the City of Colleyville, Texas, to reflect the proposed new pass through rates to be in effect starting with the January billing for December's usage as follows:

Water Rates

Staff recommends consideration of increasing the current water volumetric rate from \$6.2446 to \$6.6587. The largest FY26 budgetary increases for the Trinity River Authority are related to debt service and raw water costs.

Wastewater Rates

Staff recommends consideration of increasing the current wastewater volumetric rate from \$4.3115 to \$4.7853. The largest FY26 budgetary increases for the Trinity River Authority Wastewater Treatment are related to debt service.

Financial Impact

Adoption of this ordinance will provide the revenue to recover the costs from TRA.

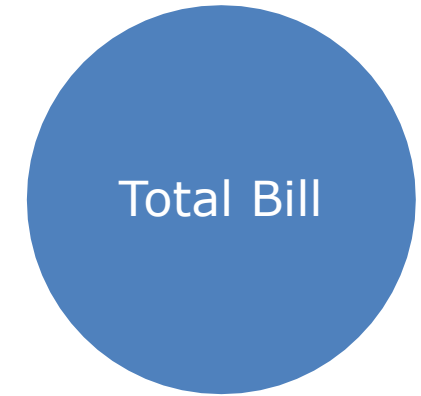
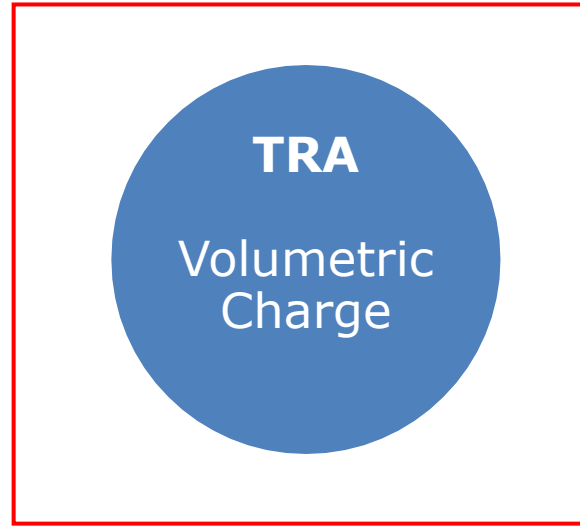
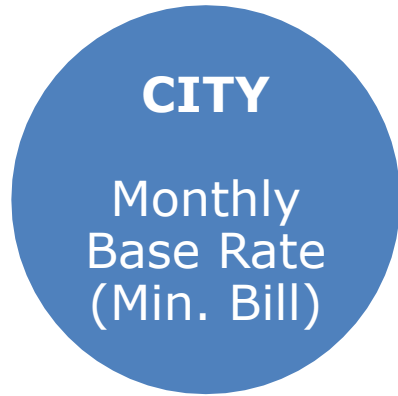
Recommendation

Approve

Attachments

1. Volumetric Rates Presentation FY26
2. Ordinance O-26-2357

FIRST READING AND PUBLIC HEARING ORDINANCE O-26-2357



- Fixed monthly charges calculated based on the amount of revenue necessary to recover the City's operating costs.
 - Water Base Rate
 - Wastewater Base Rate
 - Capital Improvement Plan (CIP) Rate
- Effective Date: October 1
- TRA bills Colleyville for water and wastewater treatment.
 - WATER: Based on volume of treated water purchased
 - WASTEWATER: Based on volume of wastewater treated
- Effective Date: February 1
- Colleyville bills customers:
 - A base rate to recover the operating costs.
 - A volumetric rate based on projected payments to TRA

FIRST READING AND PUBLIC HEARING ORDINANCE O-26-2357



<u>Water</u>		2025	2026	
	OM	\$3.4440	\$3.4440	
	Debt	\$2.5032	\$2.7960	
		<hr/>		
		\$5.9472	\$6.4648	8.70%
<u>WW</u>		2025	2026	
	OM	\$1.5830	\$1.9027	
	Debt	\$2.5232	\$2.7432	
		<hr/>		
		\$4.1062	\$4.6459	13.14%

FIRST READING AND PUBLIC HEARING ORDINANCE O-26-2357



**Capital Utility Fund
Projects (5-year CIP)**

\$	3,690,000
\$	2,900,000
\$	2,300,000
\$	1,625,000
\$	2,150,000
\$	12,665,000

	1%	3%	5%	7%	9%
Water Rate	\$ 0.0646	\$ 0.1939	\$ 0.3232	\$ 0.4525	\$ 0.5818
WW Rate	\$ 0.0465	\$ 0.1394	\$ 0.2323	\$ 0.3252	\$ 0.4181
Water Annual	\$ 223,041.65	\$ 669,124.96	\$ 1,115,208.26	\$ 1,561,291.56	\$ 2,007,374.87
WW Annual	\$ 49,561.20	\$ 148,683.60	\$ 247,806.00	\$ 346,928.40	\$ 446,050.80
Total Utility	\$ 272,602.85	\$ 817,808.56	\$ 1,363,014.26	\$ 1,908,219.96	\$ 2,453,425.67
Total 5-Year	\$ 1,363,014.25	\$ 4,089,042.80	\$ 6,815,071.30	\$ 9,541,099.80	\$ 12,267,128.35

FY26 TRA Rate	Proposed CIP Add-on	Added CIP Revenue	New FY26 TRA Rate
\$ 6.4648	\$ 0.1939	\$ 669,125	\$ 6.6587
\$ 4.6459	\$ 0.1394	\$ 148,684	\$ 4.7853

Summary:

- \$12.7M in utility CIP projects over next 5 years
- Adding 3% to TRA rate will generate est. \$4.1M in CIP revenue over 5 years
- This strategy will help cash-fund projects to avoid debt
- Based on average usage of 8.2 mgd water/3.0 mgd ww

FIRST READING AND PUBLIC HEARING ORDINANCE O-26-2357



TRA Rate Increase Only:

Current bill – \$342.36

New bill - \$353.28


Increase - \$10.92 / TRA

TRA Rate Increase Plus CIP:

Current bill – \$342.36

New bill - \$361.34

Increase - \$18.98 (\$10.92 / TRA;
\$8.06 / City CIP)

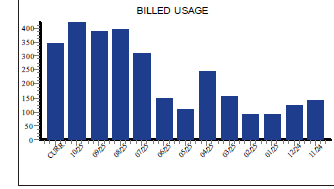


City of Colleyville
Utility Billing
P.O. Box 1016
Colleyville, TX 76034-1016

Utility Bill

OFFICE HOURS: 8:00 a.m. - 5:00 p.m. Monday - Friday with the exception of holidays.
An after-hours deposit is located in back foyer of City Hall 100 Main Street
AFTER HOURS EMERGENCY: (817) 743-4522 (after hours fee may apply) CUSTOMER SERVICE - BILLING INQUIRIES: (817) 503-1020
GARBAGE/RECYCLE CUSTOMER SERVICE: (972) 392-9300
Residential yearly sewer calculations based on DEC., JAN., FEB., Water Usage. Pay by phone @ 817-918-4865 or online at colleyville.com

Customer Name		Service Address					
[REDACTED]		[REDACTED]					
Bill Number	Bill Date	Account Number - Customer Number				Due Date	
1397500	11/30/2025	[REDACTED]				12/15/2025	
Description	Previous Read Date	Current Read Date	Previous Meter Reading in 1,000 Gallons	Current Meter Reading in 1,000 Gallons	Usage in 1,000 Gallons	Rates Per 1,000 Gallons	Charge
WATER-RESIDENTIAL BASE RATE	10/22/2025	11/21/2025	344.3	378.7	34.4		18.24
VOLUMETRIC RATE					34.4	6.24	214.81
SEWER-RESIDENTIAL BASE RATE							15.49
VOLUMETRIC RATE					10	4.31	43.12
UTILITY CAPITAL PROJECTS RATE							5.83
GARBAGE & RECYCLING SERVICE							23.89
CURBSIDE H.H.W. & E. WASTE							0.93
GARBAGE/RECYCLE H.W. TAX							2.95
DRAINAGE-RESIDENTIAL							14.00
VOLUNTARY PARK/LIBRARY FUND							4.00




BILLED USAGE

To avoid a 10% penalty, amount is due in our office by 5:00 P.M. on or before due date.
Services are subject to disconnection with a previous balance.

Total Current Billing	342.36
Previous Balance	352.23
Penalty/Adjustments	0.00
Deposits	0.00
Less Payments Received	352.23
Total Amount Due	\$342.36

Please detach and return bottom portion with your payment include account number on your check




CITY OF COLLEYVILLE
100 Main St
Colleyville, TX 76034

**UTILITY BILL
REMIT PORTION**

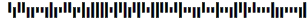
Service Address	Bill Number	Account # - Customer #	Due Date	Amount Due
[REDACTED]	1397500	[REDACTED]	12/15/2025	\$342.36

Please remit and make checks payable to:

CYV1126A 1425 1 AV 0.593
7000001463 00.0007.0263 1425/1



[REDACTED]
COLLEYVILLE TX 76034-5771



CITY OF COLLEYVILLE
P.O. BOX 1016
COLLEYVILLE, TX 76034-1016

00006042026301397500800000342360

ORDINANCE O-26-2357

AMENDING SECTION 3 – SERVICE CHARGES OF THE WATER AND SEWER POLICY AND PROCEDURE MANUAL OF THE CITY OF COLLEYVILLE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, water and wastewater base rates are set to recover the City’s annual operating costs for the utility system; and

WHEREAS, the Fiscal Year 2026 Utility Fund operating budget has been proposed and the required base rates to fund said budget have been calculated; and

WHEREAS, the FY26 – FY30 Capital Improvement Plan has been proposed and the required capital improvement rates to fund said plan have been calculated.

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

Sec. 1. THAT Section 3 – Service Charges of the Water and Sewer Policy and Procedure Manual of Colleyville, Texas, which is “Appendix A” of the Colleyville Code be replaced in its entirety to read as follows:

Sec. A. - Water rates.

The following base and volumetric charges shall apply to residential and non-residential water customers. Base charges for out-of-city customers shall be \$4.00 higher than the charge for in-city customers.

Base charge per month for in-city customers:	
Water meters 1 inch or less	\$18.24
Water meters of 1.5 inches	\$36.48
Water meters of 2 inches	\$58.37
Water meters of 3 inches	\$109.45
Water meters of 4 inches	\$182.41
Base charge per month for out-of-city customers:	
Water meters 1 inch or less	\$22.24
Water meters of 1.5 inches	\$40.48
Water meters of 2 inches	\$62.37
Water meters of 3 inches	\$113.45

Water meters of 4 inches	\$186.41
Volumetric charge per 1,000 gallons	\$6.6587

Rates for fire hydrant meters:

The use of fire hydrant meters shall only be allowed within the Colleyville city limits. The use of the fire hydrant meters shall be limited to a period of no more than 90 cumulative calendar days. Under special conditions, a customer may submit a written request to the public works department for use of a fire hydrant meter for a period longer than 90 cumulative calendar days, subject to public works director approval. In considering special condition(s), the public works director shall not consider requests which are necessary to relieve a self-created or personal hardship, failure of performance by a contractor, nor for financial reasons. In considering the customer request, the public works director shall solicit the recommendation of the fire chief and fire marshal in consideration of the request. Further, the public works director shall consider alternative means available to the customer. If special condition(s) are approved by the public works director, in no case shall the meter be used for more than an additional 30 calendar days. The public works director may provide a written ruling within 15 working days of receipt of the customer's written request.

In the event a request for special condition(s) is denied by the public works director, customer shall, within 14 calendar days, make written appeal to the city manager of the public works director's decision. The city manager shall render a written decision within 30 working days of receipt of the customer's appeal. Such decision by the city manager shall be final and not appealable to the city council.

For purposes of this section, written communication shall be considered communication, which is deposited with the United States Postal Service for delivery.

The user must submit in writing, the location of where the meter will be used and such meter shall be used exclusively at the location on record with the city. For purposes of this section, the use of a meter shall be allowed cumulatively for only one location within an individual subdivision and/or development.

For a period of 90 cumulative calendar days after a meter is returned and read by the city, a user shall not be permitted to check out another meter for use at the same designated location, as defined herein.

The monthly base charge for a fire hydrant meter shall be \$50.00. Water usage for a fire hydrant meter shall be charged at the same volumetric rate as all other water customers.

The customer shall be in possession of and responsible for the meter. The customer will be responsible for bringing the meter to the public works service center by the 20th of each month for reading. The customer is required to use a proper fire hydrant wrench for operation of the fire hydrant. The customer shall be responsible for any damage and repair, as reasonably determined by the city, to the fire hydrant or the fire hydrant meter by the use of a temporary water meter.

The customer will be required to provide for any backflow device necessary to meet the current city ordinance for protection of the city's drinking water supply.

The City of Colleyville, Tarrant County, and Texas Department of Transportation (TxDOT) shall be exempt from the provisions of this policy.

Sec. B. - Sewer rates.

This schedule of rates per month or fraction thereof shall be the basis for determining charges to all customers for rendering sanitary sewage service, where the sewage produced by such customer is a normal strength wastewater (170 mg/l BOD and 260 mg/l suspended solids) and where such customer is located within the City of Colleyville. The base charge for non-residential customers shall be \$6.00 higher than the charge for residential customers.

A base charge per month shall be charged as follows:	
Residential customers	\$15.49
Non-residential customers	\$21.49

A monthly sewer volume charge shall also be charged to all customers as set forth hereinafter. The sewer volume charge for residential customers will be based upon the individual customer's average monthly water use during the months of December, January and February. Where no preceding winter quarter average is available from records, a volume of 9,000 gallons shall be used for this volume charge.

The monthly sewer volume charges to commercial and industrial class customers will be based on total water use each month as measured by appropriate meters, with the provision that if a customer can show to the

satisfaction of the public works director that a significant portion of the metered water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the director of public works.

Volumetric rate per 1,000 gallons:	\$4.7853
------------------------------------	----------

Sec. C. – Capital Projects rates.

The following base charges shall apply to residential and non-residential customers to provide funding for utility capital projects necessary to maintain the utility system:

Base charge per month for in-city and out-of-city customers:	
Water meters 1 inch or less	\$5.83
Water meters of 1.5 inches	\$10.78
Water meters of 2 inches	\$16.74
Water meters of 3 inches	\$30.63
Water meters of 4 inches	\$50.46

Sec. D. – Billing; delinquent penalty.

All charges for services furnished or rendered by the City of Colleyville Utility Department are due and payable on the date bill is received. If payment is not received within sixteen days of the billing date a (10%) penalty will be imposed for failure to pay by the due date of the bill.

In the event the meter is not delivered to the city for reading, a penalty fee would be imposed as follows:

\$100.00	1 st missed reading
\$200.00	2 nd missed reading
\$300.00	3 rd missed reading

After the third missed reading, the security deposit will be forfeited and the City of Colleyville will revoke the use of the fire hydrant meter.

Sec. E. – Discontinuance of service, notice; reconnection fee.

In the event that any month's charges remain delinquent and unpaid at the time of a subsequent billing's due date, the user or customer shall receive a cut-off notice which will be mailed no later than two working days after the

subsequent billing's due date. Services will be disconnected if any arrearages over 30 days are not paid within six working days of the cut-off notice. Where service has been discontinued for failure to pay for service rendered, a charge of \$25.00 shall be made for each meter disconnected before said service shall be restored. In the event the customer requests reconnection at hours other than 8:00 a.m. to 4:30 p.m., said reconnect fee shall be increased to \$75.00.

Sec. 2. THAT the effective date of this ordinance shall be for the bills sent out starting February 1, 2026.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of January 2026.

The second reading and public hearing being conducted on the 20th day of January 2026.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 20TH DAY OF JANUARY 2026.

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



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a

Agenda Date 1/6/2026

Number Resolution R-26-5106

Type Resolution

Department Community Development

Title

Consideration of a Replat for Lots 1R, 2R, and 5 - 7, Block 1, Northeast Professional Park, located at 1105 Professional Court and 5301 Colleyville Boulevard, Case PC25-022

Explanation

Reading and Public Hearing

Andrea Petty, the applicant, has submitted a replat for Lots 1R, 2R, and 5 - 7, Block 1, Northeast Professional Park, being approximately 2.81 acres, and zoned CPO Professional Office. The request is to replat five lots and dedicate easements necessary for development. The proposed plat will meet the minimum requirements of the Land Development Code and/or other applicable city standards, codes, or policies.

Existing Conditions/Background: The subject property is zoned CPO Professional Office. It is located northeast of the intersection of Colleyville Boulevard and Main Street. It is partially developed with an office building on the existing Lot 1, with the remainder of the property undeveloped.

Analysis: The applicant is requesting to replat the property to subdivide two lots into five lots for future development.

Plat Status: The subject property is currently platted as Lots 1 and 2, Block 1, Northeast Professional Park.

DRC Review: The DRC reviewed the request during their November 17, 2025, meeting and determined the case would be scheduled for the December 8, 2025, Planning and Zoning Commission meeting.

Surrounding Development: The properties to the north and south are zoned CC-1 Village Retail; the property to the north is improved with commercial uses and the property to the south is the Richard Newton Fire Station. The properties to the east are zoned CC-2 Shopping Center and improved with commercial uses. The properties to the west, across Colleyville Boulevard, are zoned PUD-C Planned Unit Development - Commercial and are improved with commercial and residential uses.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for commercial development. The proposed request complies with the future land use designation.

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 the Land Development Code. Notice was published in the *Fort Worth Star-Telegram*, as required by the Land Development Code.

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. Plat Exhibit
5. Notification Letter
6. Notification Map
7. Resolution R-26-5106

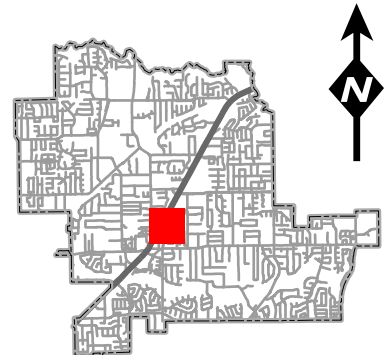
Aerial Map



PC25-022

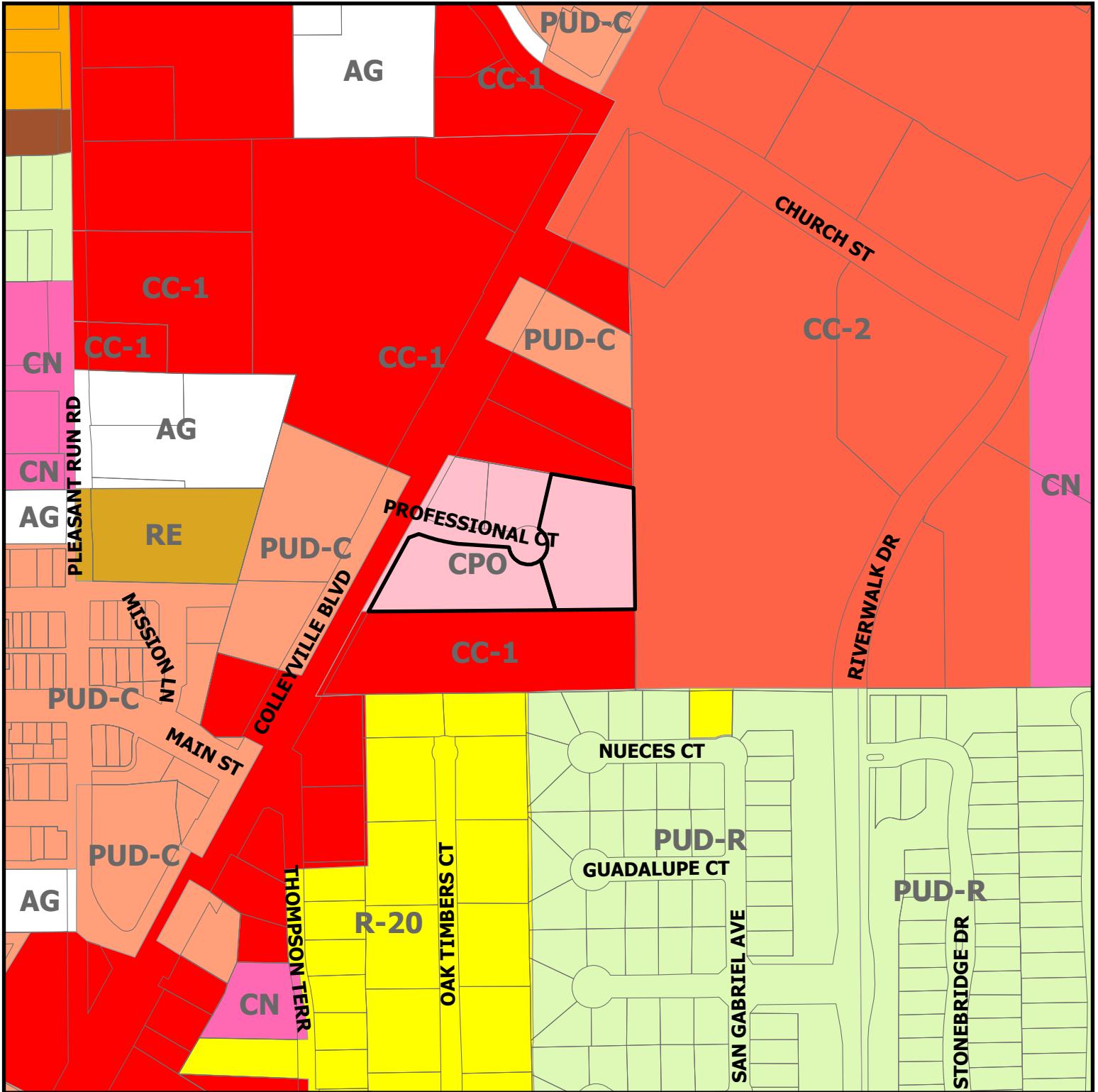
1105 Professional Court

 Subject Property



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

Zoning Map

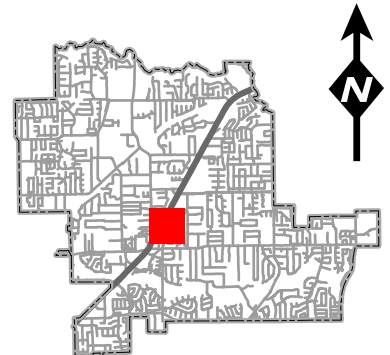


PC25-022

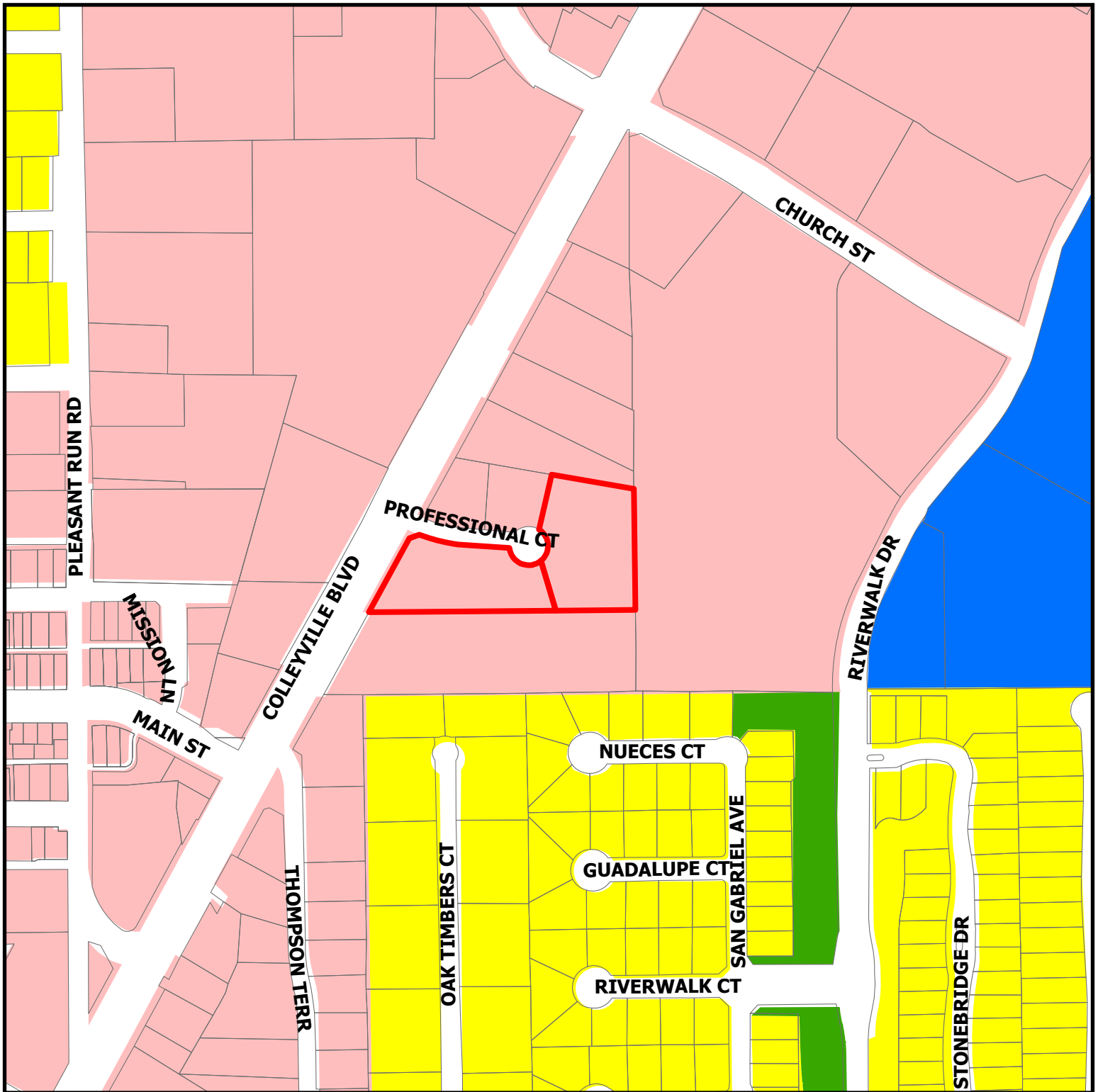
1105 Professional Court

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 Subject Property



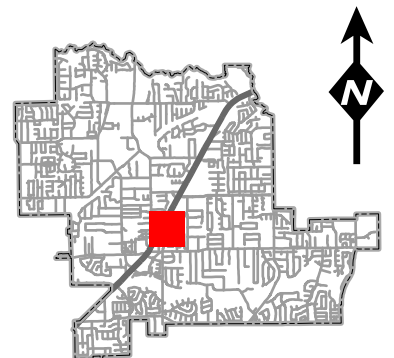
Future Land Use Map



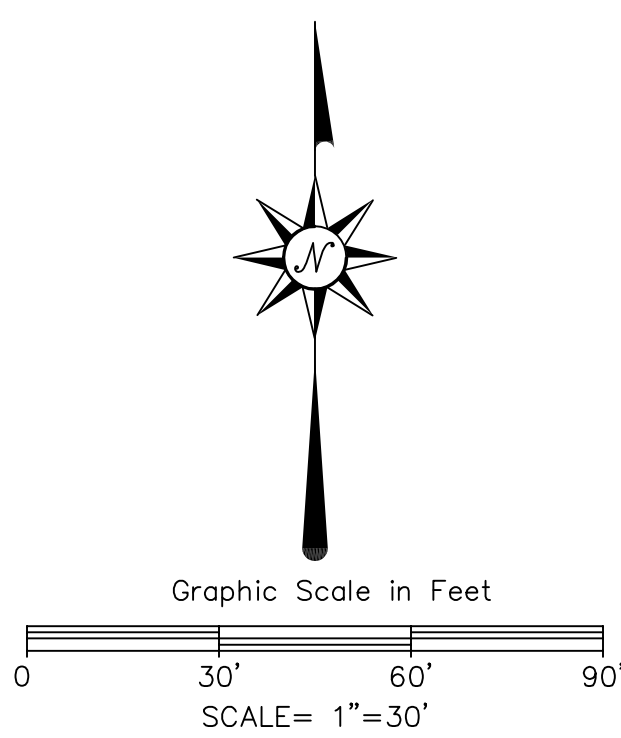
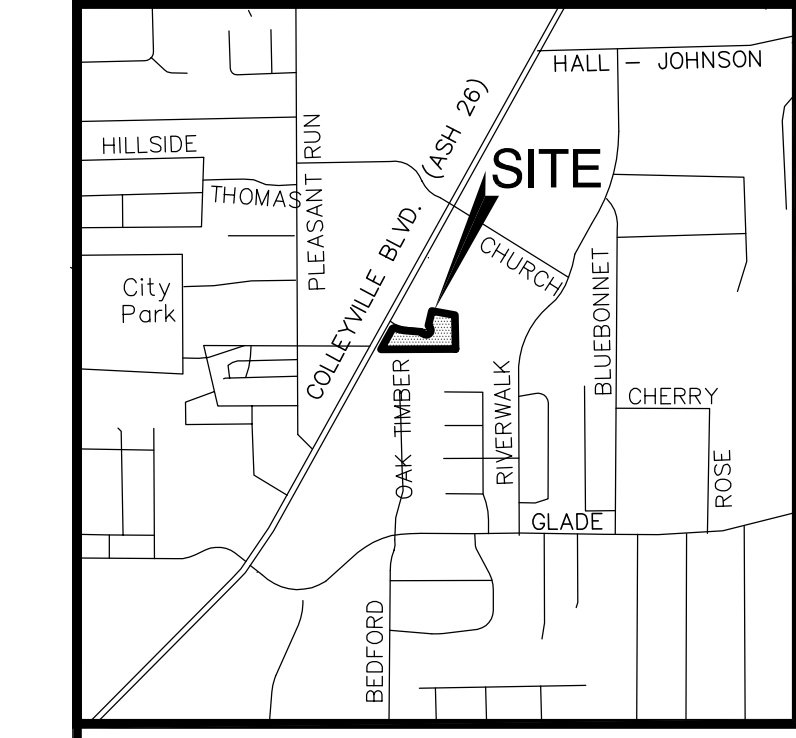
PC25-022

1105 Professional Court

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



DISCLAIMER:
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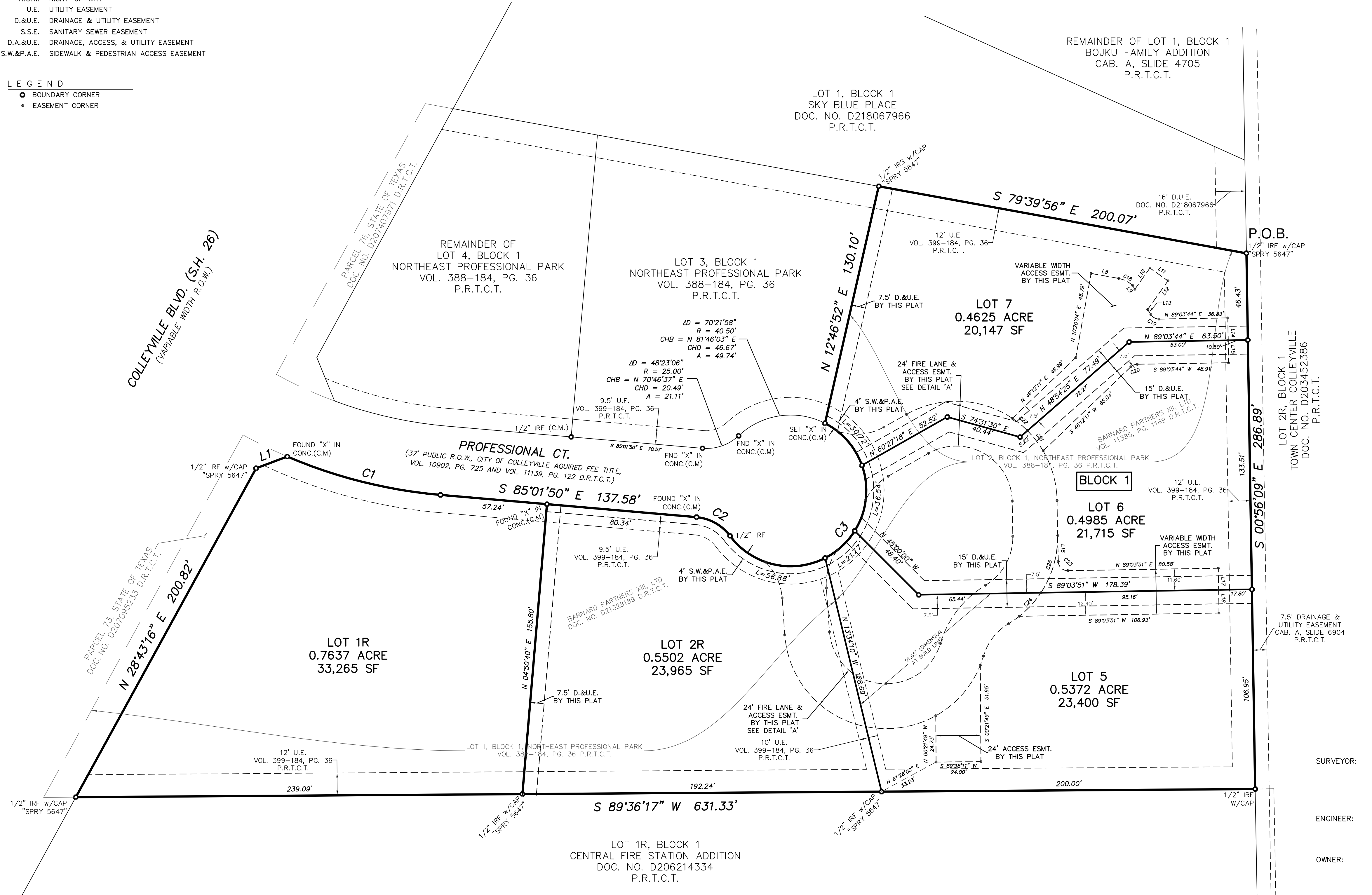
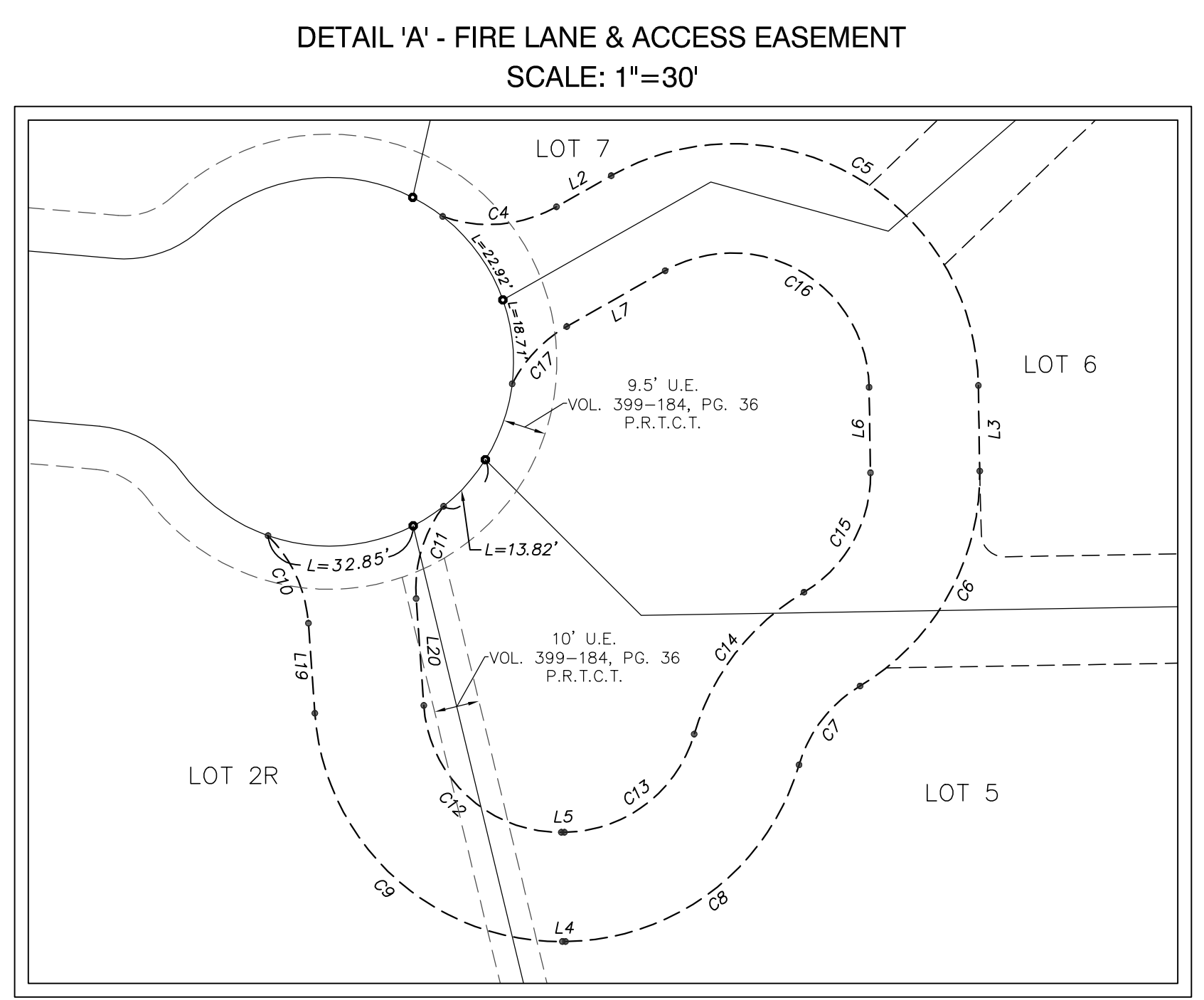


- ABBREVIATIONS**
- D.R.T.C.T. DEED RECORDS OF TARRANT COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS OF TARRANT COUNTY, TEXAS
 - DOC. NO. DOCUMENT NUMBER
 - P.O.B. POINT OF BEGINNING
 - C.M. CONTROLLING MONUMENT
 - IRF IRON ROD FOUND
 - IRS IRON ROD SET
 - SF SQUARE FEET
 - R.O.W. RIGHT-OF-WAY
 - U.E. UTILITY EASEMENT
 - D.&U.E. DRAINAGE & UTILITY EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - D.A.&U.E. DRAINAGE, ACCESS, & UTILITY EASEMENT
 - S.W.&P.A.E. SIDEWALK & PEDESTRIAN ACCESS EASEMENT

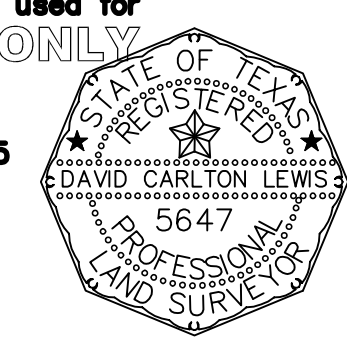
- LEGEND**
- BOUNDARY CORNER
 - EASEMENT CORNER

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	267.30'	84.86'	84.51'	S 75°56'07" E	181°1'26"
C2	25.00'	21.11'	20.49'	S 60°50'17" E	48°23'06"
C3	40.50'	145.90'	78.86'	N 40°09'09" E	206°24'14"
C4	30.00'	25.89'	25.10'	N 85°09'10" E	49°27'17"
C5	54.00'	111.81'	92.88'	S 60°15'19" E	118°38'19"
C6	54.00'	56.62'	54.06'	S 29°06'07" W	60°04'33"
C7	30.00'	22.41'	21.90'	S 37°44'09" W	42°48'29"
C8	54.00'	68.92'	64.33'	S 52°53'34" W	73°07'19"
C9	54.00'	81.49'	73.97'	N 47°18'52" W	86°27'49"
C10	30.00'	21.64'	21.17'	N 24°44'42" W	41°19'30"
C11	30.00'	21.61'	21.15'	S 16°33'12" W	41°16'17"
C12	30.00'	45.27'	41.10'	S 47°18'52" E	86°27'49"
C13	30.00'	38.29'	35.74'	N 52°53'34" E	73°07'19"
C14	54.00'	40.35'	39.41'	N 37°44'09" E	42°48'29"
C15	30.00'	31.46'	30.03'	N 29°06'07" E	60°04'33"
C16	30.00'	62.12'	51.60'	N 60°15'19" W	118°38'19"
C17	30.00'	17.62'	17.37'	S 43°36'09" W	33°38'46"
C18	15.00'	8.33'	8.22'	S 63°45'30" E	31°48'47"
C19	5.00'	5.13'	4.91'	S 61°32'58" E	58°46'21"
C20	5.00'	3.74'	3.65'	S 67°37'58" W	42°51'33"
C21	54.00'	13.75'	13.71'	N 37°45'38" W	14°35'11"
C22	54.00'	10.46'	10.44'	N 50°36'02" W	11°05'38"
C23	5.00'	7.81'	7.04'	S 46°11'53" E	89°28'32"
C24	54.00'	17.17'	17.10'	N 42°35'18" E	18°13'19"
C25	54.00'	32.43'	31.95'	S 16°16'15" W	34°24'48"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 69°27'48" E	17.88'
L2	N 60°25'32" E	13.83'
L3	S 00°56'09" E	18.79'
L4	S 89°27'14" W	0.69'
L5	N 89°27'14" E	0.69'
L6	N 00°56'09" W	18.79'
L7	S 60°25'32" W	24.86'
L8	S 79°39'56" E	14.99'
L9	S 32°08'04" E	2.51'
L10	N 35°21'35" E	13.90'
L11	S 54°38'25" E	11.83'
L12	S 35°21'35" W	18.80'
L13	S 32°08'04" E	3.31'
L14	S 00°56'16" E	12.00'
L15	S 00°56'16" E	12.00'
L16	S 01°27'37" E	13.96'
L17	S 00°56'09" E	11.60'
L18	S 00°56'09" E	12.40'
L19	N 04°04'57" W	19.84'
L20	S 04°04'57" E	23.54'



This document shall not be recorded for any purpose. This drawing shall be used for REVIEW PURPOSES ONLY.



David Carlton Lewis
R.P.L.S. No. 5647
Date: NOVEMBER 28, 2025

PURPOSE OF THIS REPLAT
The Purpose of the Replat is to make five commercial lots, out of existing Lot 1 and Lot 2, Block 1, Northeast Professional Park, and dedicate various easements

**A REPLAT OF
LOTS 1R, 2R & 5-7, BLOCK 1
NORTHEAST PROFESSIONAL PARK**

SURVEYOR: Spry Surveyors, LLC
8241 Mid-Cities Blvd., Ste.102
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000
Spry Project No. 034-284-30

ENGINEER: Triangle Engineering LLC
1782 W. McDermott Drive
Allen, TX 75013
Phone: 469-331-8566

OWNER: Barnard Partners XII, Ltd. & Barnard Partners XIII, Ltd.
210 West 6th St., Ste. 302
Fort Worth, TX 76179

A REPLAT TO THE CITY OF COLLEYVILLE, WHICH IS A REPLAT OF LOTS 1 & 2, BLOCK 1, NORTHEAST PROFESSIONAL PARK, TARRANT COUNTY, TEXAS, 2.812 ACRES
IN THE J.M. LOONEY SURVEY, A - 936
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

NOVEMBER 2025

Nov 26, 2025 - 12:48pm
C:\Users\David.Lewis\Spry Surveyors - Documents\projects\025 Misc Commercial Land Title\025-106-1105 Professional Ct. - Colleyville\30-Plat\ spry-1105 Professional Court Replat.dwg

**OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF TARRANT**

WHEREAS, Barnard Partners XII, Ltd. And Barnard Partners XIII, Ltd. Are the owners of all that certain 2.812 acres of land, by virtue of the deeds recorded in Volume 11385, Page 1169 and Document Number D21328189, respectively, in the Deed Records of Tarrant County, Texas (D.R.T.C.T.), which is a portion of Lot 1 and all of Lot 2, Block 1, Northeast Professional Park, an addition to the City of Colleyville, recorded in Volume 388-184, Page 36, in the Plat Records of Tarrant County, Texas (P.R.T.C.T.) in the J.M. Looney Survey, A-936, City of Colleyville, Tarrant County, Texas, and more particularly described by metes and bounds as follows: (All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone)

BEGINNING at 1/2" iron rod found for the northeast corner of said Lot 2, Block 1, Northeast Professional Park, common to the southeast corner of Lot 1, Block 1, Sky Blue Place, recorded in Document Number D218067966, P.R.T.C.T., and in the west line of Lot 2R, Block 1, Town Center Colleyville, recorded in Document Number D203452386, P.R.T.C.T.;

THENCE South 00° 56' 09" East - 286.89' along the east line of the herein described tract, common to the west line of said Lot 2R, Block 1, Town Center Colleyville, to a 1/2" iron rod with a cap found for the southeast corner of the herein described tract, common to the northeast corner of Lot 1, Block 1, Central Fire Station Addition, recorded in Document Number D206214334, P.R.T.C.T.;

THENCE South 89° 36' 17" West - 631.33' along the south line of the herein described tract, common to the north line of said Lot 1, Block 1, Central Fire Station Addition, to a 1/2" iron rod with a cap stamped "SPRY 5647" found for the southwest corner of the herein described tract, common to the southeasterly corner of Parcel 73 to the State of Texas in the right-of-way deed recorded in Document Number D207095233, D.R.T.C.T., in the easterly right-of-way line of Colleyville Boulevard (State Highway 26 - a variable width right-of-way);

THENCE North 28° 43' 16" East - 200.82' along a west line of the herein described tract, common to the easterly line of said Colleyville Boulevard, to a 1/2" iron rod with a cap stamped "SPRY 5647" found for the southerly corner of a southeast corner clip at the intersection of the easterly right-of-way line of said Colleyville Boulevard and the southerly right-of-way line of Professional Court (a 37' wide private street, public safety, access and utility easement);

THENCE North 69° 27' 48" East - 17.87' to an "X" cut in concrete found for the easterly corner of said southeasterly corner clip, and being a point on a curve to the left, having a central angle of 18' 11" 26", a radius of 267.30', and a chord bearing and distance of South 75° 56' 07" East - 84.51';

THENCE along said curve to the left, along the southerly right-of-way line of said Professional Court, an arc distance of 84.86', to an "X" cut in concrete found for the point for the end of curve;

THENCE South 85° 01' 50" East - 137.58' along the southerly right-of-way line of said Professional Court, to an "X" cut in concrete found for the Point of Curvature of a curve to the right, having a central angle of 48° 23' 06", a radius of 25.00', and a chord bearing and distance of South 60° 50' 17" East - 20.49';

THENCE along said curve to the right, an arc distance of 21.11' to a 1/2" iron rod found for the Point of Reverse Curvature of a curve to the left, having a central angle of 206° 24' 14", a radius of 40.50', and a chord bearing and distance of North 40° 09' 09" East - 78.86';

THENCE along said curve to the left, an arc distance of 145.90' to an "X" cut in concrete found for an angle corner of the herein described tract, common to the southeast corner of Lot 3, Block 1, of said Northeast Professional Park;

THENCE North 12° 46' 52" East - 130.10' along a west line of the herein described tract, common to the east line of said Lot 3, Block 1, Northeast Professional Park, to a 1/2" iron rod with a cap stamped "SPRY 5647" found for the most northerly northwest corner of the herein described tract, common to the northeast corner of said Lot 3, Block 1, Northeast Professional Park, in the south line of said Lot 1, Block 1, Sky Blue Place;

THENCE South 79° 39' 56" East - 200.07' along the north line of the herein described tract, common to the south line of said Lot 1, Block 1, Sky Blue Place, to the POINT OF BEGINNING and containing 2.812 acres of land.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That Barnard Partners XII, Ltd. and Barnard Partners XIII, Ltd., the Owners, do hereby adopt this plat designating the herein before described property as Lots 1R, 2R, & 5-7, Block 1, Northeast Professional Park, an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever any streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 2025.

Signature - PRINTED NAME TO BE ADDED
Title _____
For: Barnard Partners XII, Ltd.
and Barnard Partners XIII, Ltd

**NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF TARRANT**

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2025.

Notary Signature _____ Notary Stamp: _____

SURVEYOR CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

This document shall not be recorded for any purpose. This drawing shall be used for REVIEW PURPOSES ONLY

David Carlton Lewis
R.P.L.S. No. 5647
Date: **NOVEMBER 26, 2025**

David Carlton Lewis, R.P.L.S.
Texas Registration No. 5647
Spry Surveyors, LLC.
8241 Mid Cities Blvd Ste 102
North Richland Hills, TX 76182



**NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF TARRANT**

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared DAVID CARLTON LEWIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this _____ day of _____, 2025.

Notary Signature _____ Notary Stamp: _____

NOTES

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.
2. All bearings shown hereon are based on the Texas Coordinate System of 1983, North Central Zone.
3. The Surveyor has not physically located any underground utilities and/or improvements which may be located under or near the subject property.
4. Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
5. According to the Flood Insurance Rate Map No. 48439C0095K, published by the Federal Emergency Management Agency, dated: September 25, 2009, the surveyed property shown hereon does not lie within any special flood hazard area inundated by the 100-year flood.

PLANNING AND ZONING COMMISSION APPROVAL

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

Chairman, Planning and Zoning Commission _____

Attest: Secretary, Planning and Zoning Commission _____

CITY COUNCIL APPROVAL

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

Mayor, City of Colleyville _____

Attest: City Secretary _____

PURPOSE OF THIS REPLAT

The Purpose of the Replat is to make five commercial lots, out of existing Lot 1 and Lot 2, Block 1, Northeast Professional Park, and dedicate various easements

A REPLAT OF

LOTS 1R, 2R & 5-7, BLOCK 1

NORTHEAST PROFESSIONAL PARK

A REPLAT TO THE CITY OF COLLEYVILLE, WHICH IS A
REPLAT OF LOTS 1 & 2, BLOCK 1, NORTHEAST
PROFESSIONAL PARK
TARRANT COUNTY, TEXAS,
2.812 ACRES

IN THE J.M. LOONEY SURVEY, A - 936
CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

NOVEMBER 2025

SURVEYOR: Spry Surveyors, LLC
8241 Mid-Cities Blvd., Ste.102
North Richland Hills, TX 76182
Phone: 817-776-4049
Firm Reg. No. 10112000
Spry Project No. 034-284-30

ENGINEER: Triangle Engineering LLC
1782 W. McDermott Drive
Allen, TX 75013
Phone: 469-331-8566

OWNER: Barnard Partners XII, Ltd. &
Barnard Partners XIII, Ltd.
210 West 6th St., Ste. 302
Fort Worth, TX 76179



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, December 8, 2025, at 7:00 p.m.

City Council Meeting: Tuesday, January 6, 2026, at 7:00 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Replat for Lots 1R, 2R, and 5-7, Block 1, Northeast Professional Park, located at 1105 Professional Court and 5301 Colleyville Boulevard. The request is to create five lots and dedicate easements necessary for development.

Zoning Case: PC25-022

Applicant: Andrea Petty

Owner: Barnard Partners

Location: 1105 Professional Court and 5301 Colleyville Boulevard

Property Description: Lots 1R, 2R, and 5-7, Block 1, Northeast Professional Park

Present Zoning: CPO Professional Office

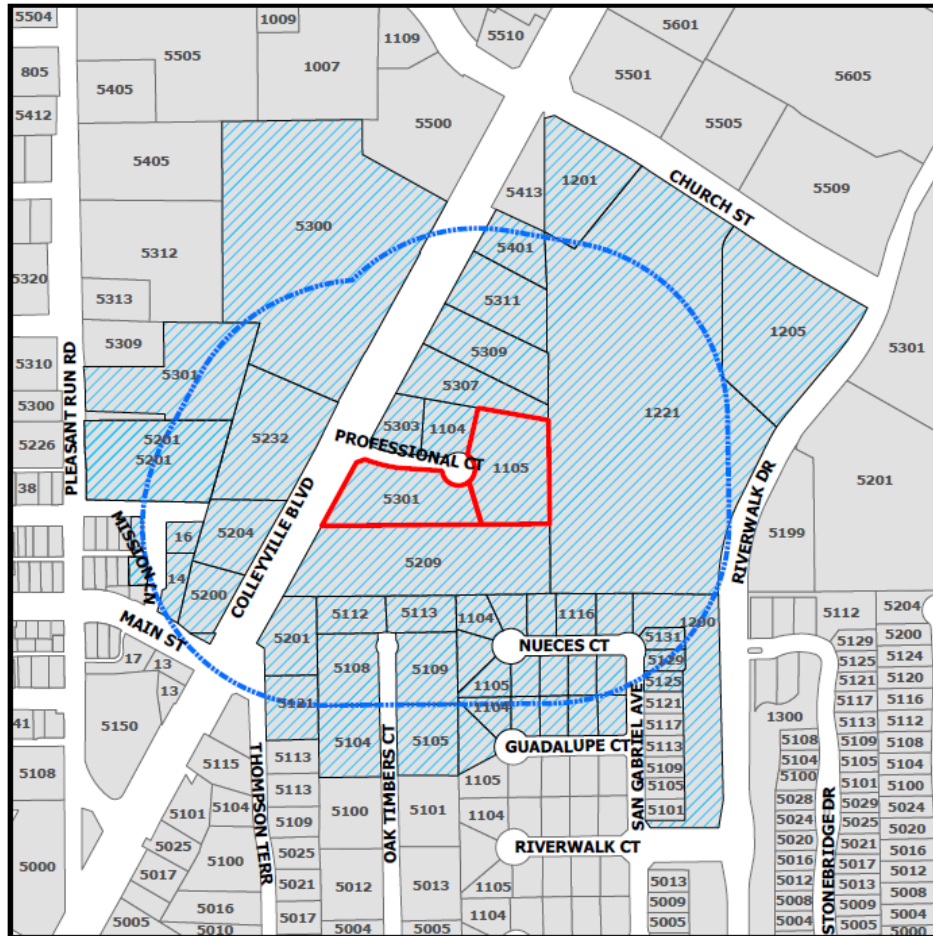
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

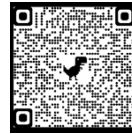
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

Citizenletters@Colleyville.com

NOTICE OF PUBLIC HEARING



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

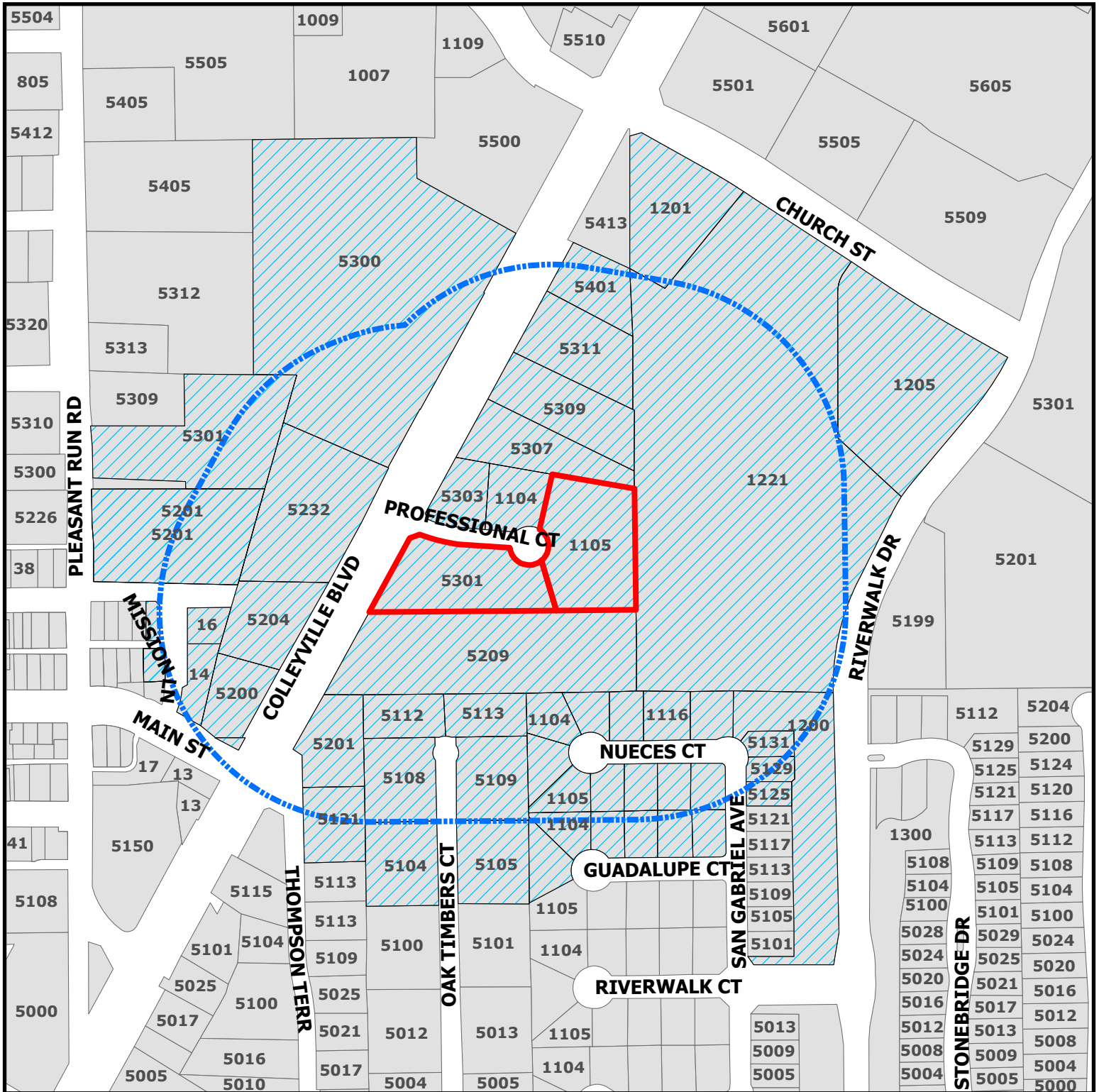


For additional information, please contact the Community Development Department at 817.503.1050. Please reference the case number when requesting information.

Daniel Ponder

Daniel Ponder
Planning Manager

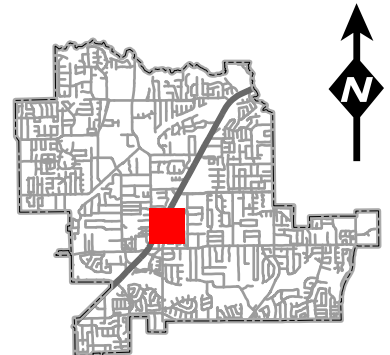
Notification Map



PC25-022

1105 Professional Court

- Subject Property
- Buffer
- Parcels to be notified



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RESOLUTION R-26-5106

**A RESOLUTION APPROVING A REPLAT FOR THE LOTS 1R, 2R,
AND 5-7, BLOCK 1, NORTHEAST PROFESSIONAL PARK**

WHEREAS, the Planning and Zoning Commission recommended approval of the Replat for Lots 1R, 2R, and 5 - 7, Block 1, Northeast Professional Park on December 8, 2025.

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

Sec. 1. THAT the Replat for Lots 1R, 2R, and 5 - 7, Block 1, Northeast Professional Park, being approximately 2.81 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 6TH DAY OF JANUARY 2026.

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

ATTEST:

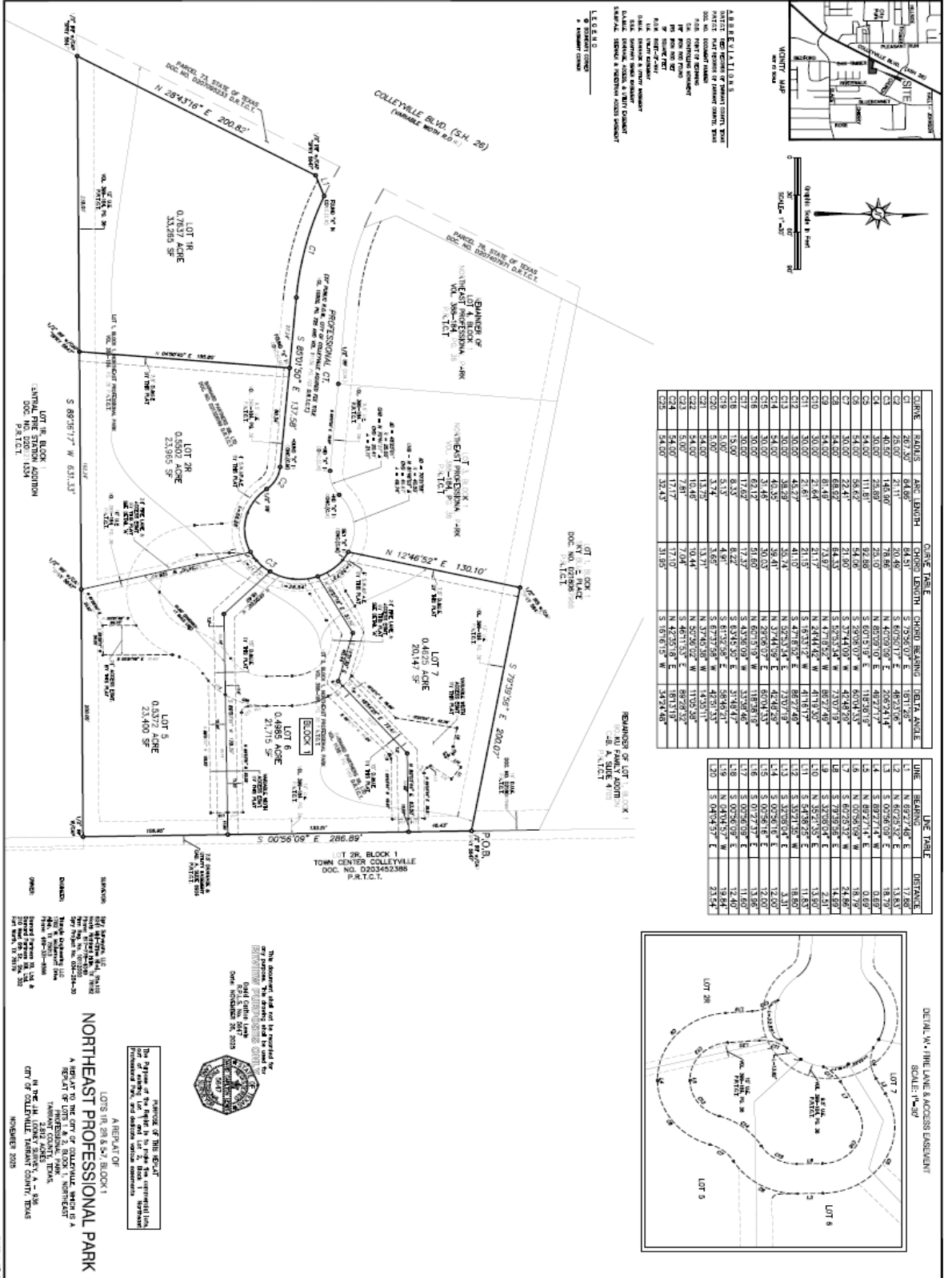
CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A" - Plat Exhibit

© 2008 David Lewis Surveyors, LLC/Surveyors - Document/Projects/025 Misc Commercial Land Title/025-108 1105 Professional Ct. - Colville, WA - Plat, app-1105 Professional Court Register





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7b

Agenda Date 1/6/2026

Number Resolution R-26-5107

Type Resolution

Department Community Development

Title

Consideration of a Variance to the lot size (area and depth) regulations of the AG Agricultural district on Lot 1, Block 1, of the P.R.J. Acres addition, located at 2208 Glade Road, Case VC25-007

Explanation

Reading and Public Hearing

Claffey Pools, the applicant, has submitted a request for a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for the lot size (area and depth) regulations in the AG Agricultural district. The request is to allow for the construction of a detached cabana. The lot area is 39,223 square feet and the depth is 198 feet.

Existing Conditions/Background: The subject property, 2208 Glade Road, is zoned AG Agricultural and developed with a single-family home.

Requested Variance: The applicant is requesting a variance to the lot area and depth regulations, to allow for a detached cabana to be constructed. The AG zoning district requires a minimum of 130,680 square feet for the lot area and 300 feet for lot depth. The variance would allow for the existing lot area of 39,223 square feet and lot depth of 198 feet.

Ordinance – Chapter 3 – Land Use – Section 3.24.G Schedule of District Regulations

The minimum standards for the AG zoning district are as follows:

Minimum Lot Size	130,680 square feet (39,223 sq ft)
Minimum Lot Depth	300 feet (198 feet)

Analysis: A variance to the lot size (area and depth) is required to allow the ability to apply for and receive the necessary building permit to build a new detached cabana.

Plat Status: The property is currently platted as Lot 1, Block 1, of the P.R.J. Acres Addition.

DRC Review: The DRC reviewed the request during their December 22, 2025, meeting and determined the case would be scheduled for the January 6, 2026, City Council meeting.

Drainage: N/A

Surrounding Development: The properties to the north and south are zoned R-20 Single Family Residential and are improved with single family homes. The lot to the east is zoned R-30 Single Family Residential and is improved with a single family home. The lot to the west is zoned R-40 and is improved with a single family home.

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.

Financial Impact

There is no financial impact to the City.

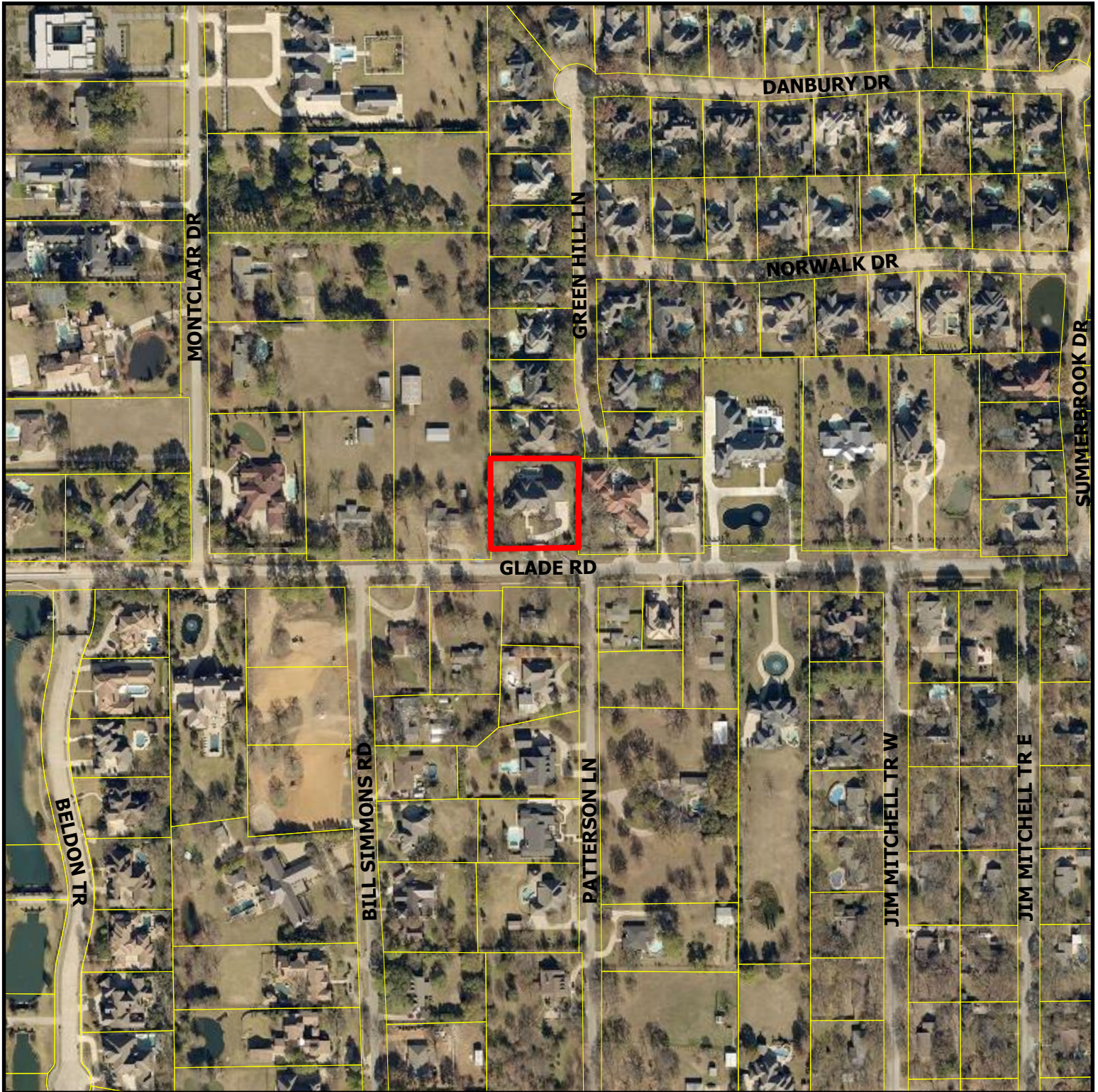
Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan Exhibit
5. Construction Plan Set
6. Impervious Coverage Calculations
7. Notification Map
8. Notification Letter
9. Resolution R-26-5107

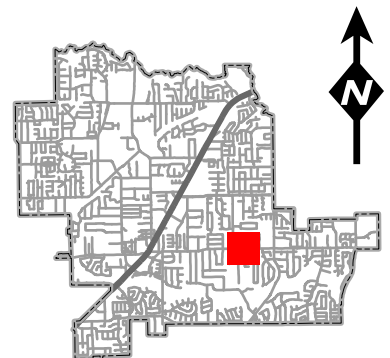
Aerial Map



VC25-007

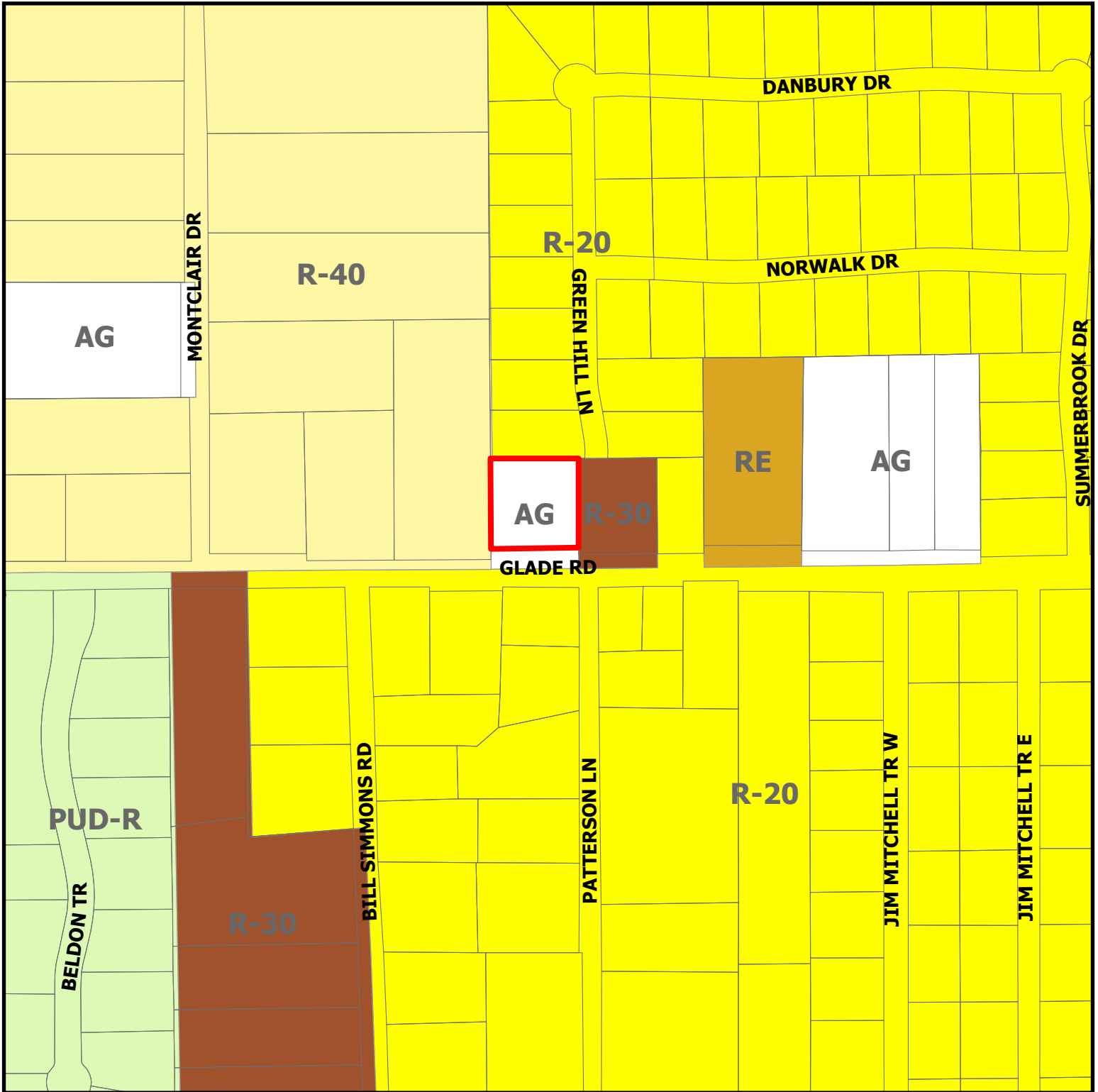
2208 Glade Road

 Subject Property



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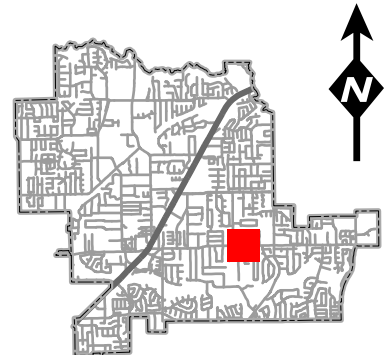
Zoning Map



VC25-007

2208 Glade Road

 Subject Property



DISCLAIMER:
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Future Land Use Map

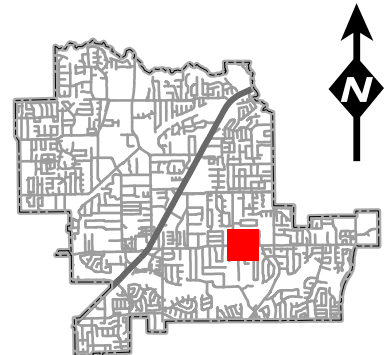


VC25-007

2208 Glade Road

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- Residential
- Water Body
- Subject Property



Scale 1" = 30'

LOT 7 BLOCK 5
SUMMERBROOK ADDITION
CABINET B, SLIDE 444
P.R.T.C.T.

GREEN
HILL
LANE

S89°33'50"E 200.00 12.0' DRG. & U.E.

FND. 1/2" IP

FND. 3/8" IP

68'-2" To Property
67'-1" To B.O.B.

LOT 1
BLOCK 7
39223.95 S.F.

21'-7" To Property
20'-3" To B.O.B.

92'-5" To Property
91'-4" To B.O.B.

7.5' DRG. & U.E.

7.5' DRG. & U.E.

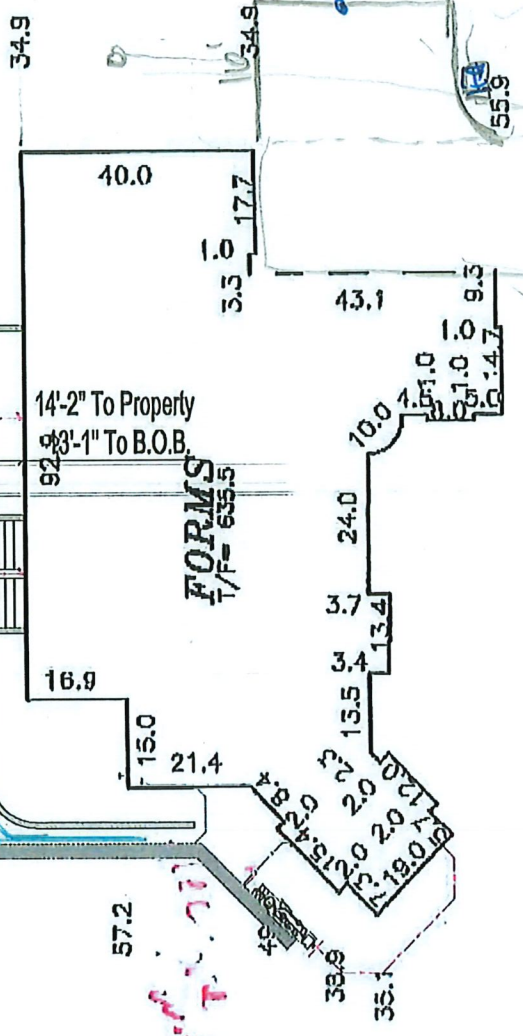
NORTH 197.49

NO. D208174726
D.R.T.C.T.

LOT 2 BLOCK 1
SUMMERBROOK ADDITION
CABINET B, SLIDE 3082
P.R.T.C.T.

(BEARING CONTROL LINE)
SOUTH 194.75

FORMS
T/F= 635.5



40' B.L.

SET "V" CUT

30' B.L.

SET CAPPED IP
(LBS)

S89°39'01"W 200.00

FND. CAPPED IP
(COOMBS)
FND. CAPPED IP
(COOMBS)

2208 GLADE ROAD
VARIABLE R.O.W. ~ 24' ASPHALT

Master Plan

KG
6/13/17

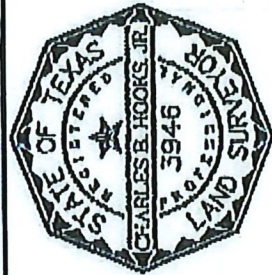
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

ACCORDING TO FEMA MAP NO. 4840-01-0000K, ZONE X, DATED 9-25-06 THE ABOVE LOT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN, AT THIS TIME.

LOT 1 BLOCK 1, P.R.J. ACRES ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT VOLUME NO. D214214391, PLAT RECORDS, TARRANT COUNTY, TEXAS



- LEGEND:
- IRON PIN
 - IRON PIPE
 - △ BOLS D'ARC STAKE
 - CONCRETE MONUMENT
 - x-x- FENCE
 - o-o- POWER LINE
 - t-t- TELEPHONE LINE
 - c-c- CABLE TELEVISION
 - ▨ CONCRETE PAVING
 - ▨ ASPHALT PAVING



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CHARLES B. HOOKS, JR.
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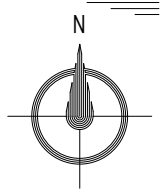
15-149

DATE: 2-25-15

STATE REGISTRATION/LICENSE NO. 10111900

SITE PLAN

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

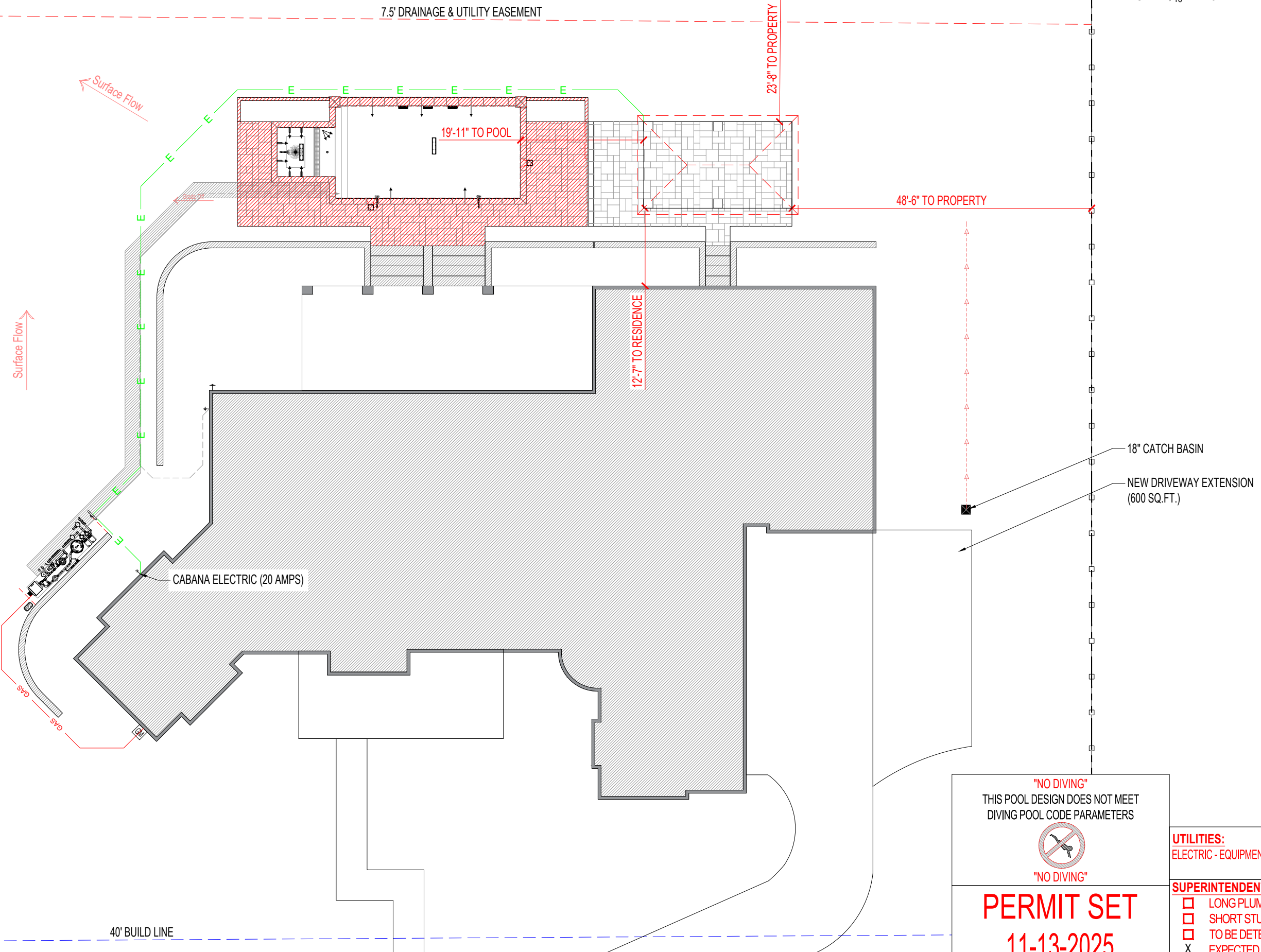


CLAFFEY POOLS
 1625 BRUMLOW AVE.
 SOUTH LAKE, TEXAS 76092
 (817) 488-5795 PHONE
 (817) 421-2670 FAX
 P.O. BOX 92278

THE NESBITT RESIDENCE
 2208 GLADE ROAD
 COLLEYVILLE, TEXAS 76034
 P.R.J. ACRES
 LOT: 1 / BLOCK: 1

PLAN NUMBER:
 13977
 SOLD DATE:
 10-24-2025
 PERMIT SET ISSUE / BY:
 11-13-2025 EMM
 INITIAL PLAN SET ISSUE:
 00-00-0000
 MASTER PLAN SET ISSUE:
 00-00-0000
 SALES CONTACT:
 SHELLY CLAFFEY
 DRAFTED BY:
 DILLON JENSEN
 CHECKED BY:
 Checker
 REVISIONS:

PAGE NUMBER:
A.1



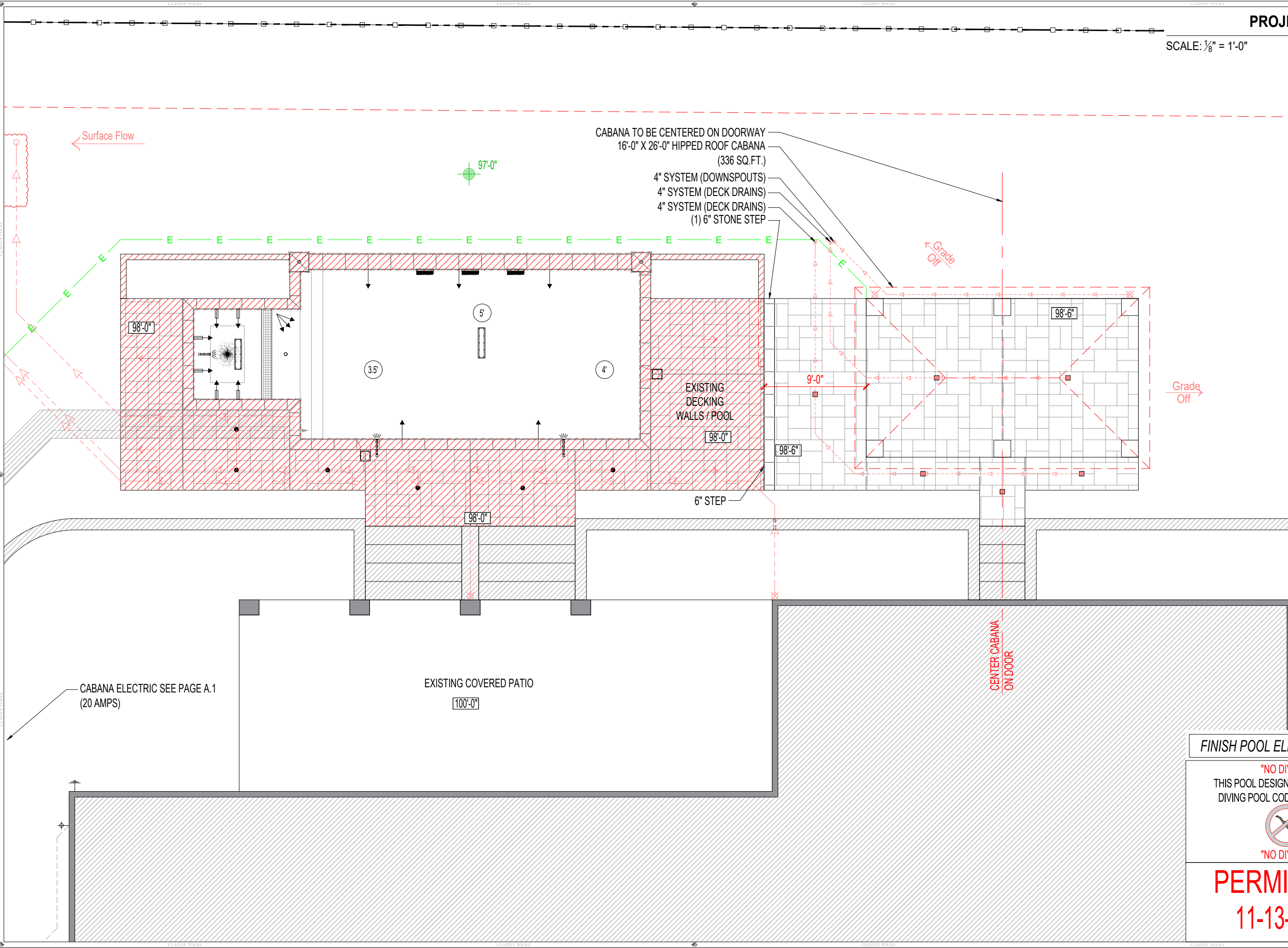
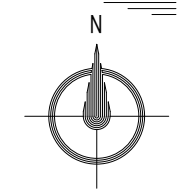
"NO DIVING"
 THIS POOL DESIGN DOES NOT MEET DIVING POOL CODE PARAMETERS

"NO DIVING"
PERMIT SET
11-13-2025

- UTILITIES:**
 ELECTRIC - EQUIPMENT TO CABANA @ 147'
- SUPERINTENDENT:**
- LONG PLUMB WITH EQUIPMENT
 - SHORT STUB
 - TO BE DETERMINED
 - EXPECTED NUMBER OF DIG DAYS

PROJECT DETAIL

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



CABANA TO BE CENTERED ON DOORWAY
 16'-0" X 26'-0" HIPPED ROOF CABANA
 (336 SQ.FT.)
 4" SYSTEM (DOWNSPOUTS)
 4" SYSTEM (DECK DRAINS)
 4" SYSTEM (DECK DRAINS)
 (1) 6" STONE STEP

EXISTING
 DECKING
 WALLS / POOL

EXISTING COVERED PATIO
 100'-0"

CENTER CABANA
 ON DOOR

CABANA ELECTRIC SEE PAGE A.1
 (20 AMPS)

FINISH POOL ELEVATION: 98'-0"

"NO DIVING"
 THIS POOL DESIGN DOES NOT MEET
 DIVING POOL CODE PARAMETERS



PERMIT SET
11-13-2025

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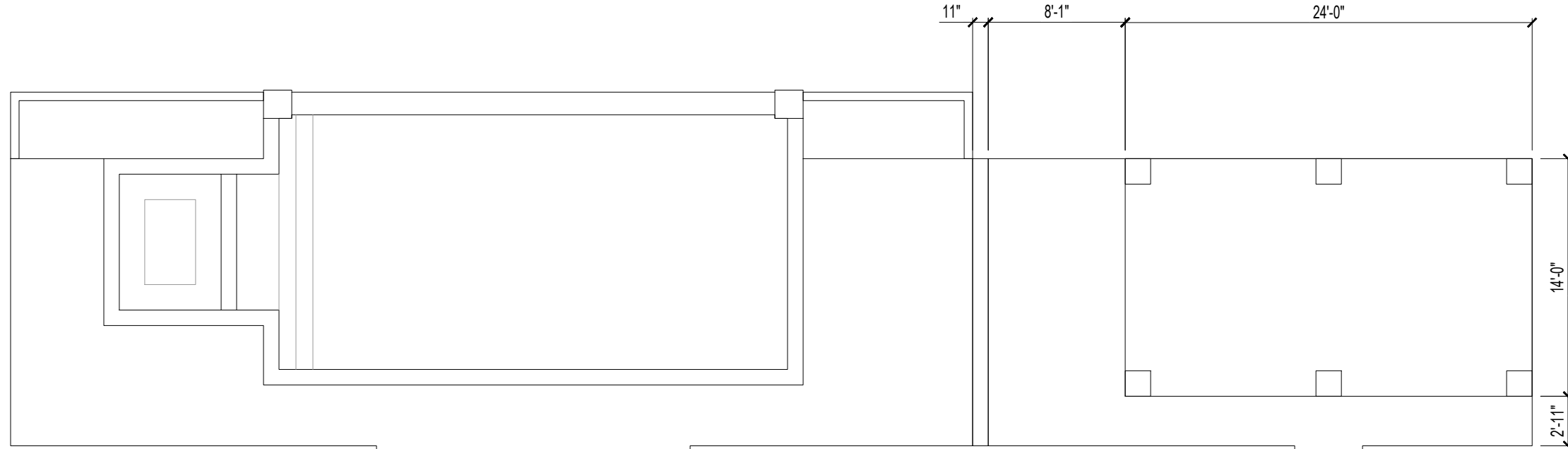
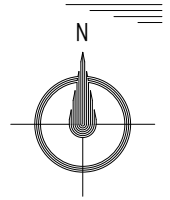
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PAGE NUMBER:
A.2

HARDSCAPE LAYOUT

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



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76092

THE NESBITT RESIDENCE
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COLLEYVILLE, TEXAS 76034
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LOT: 1 / BLOCK: 1

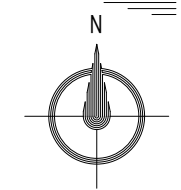
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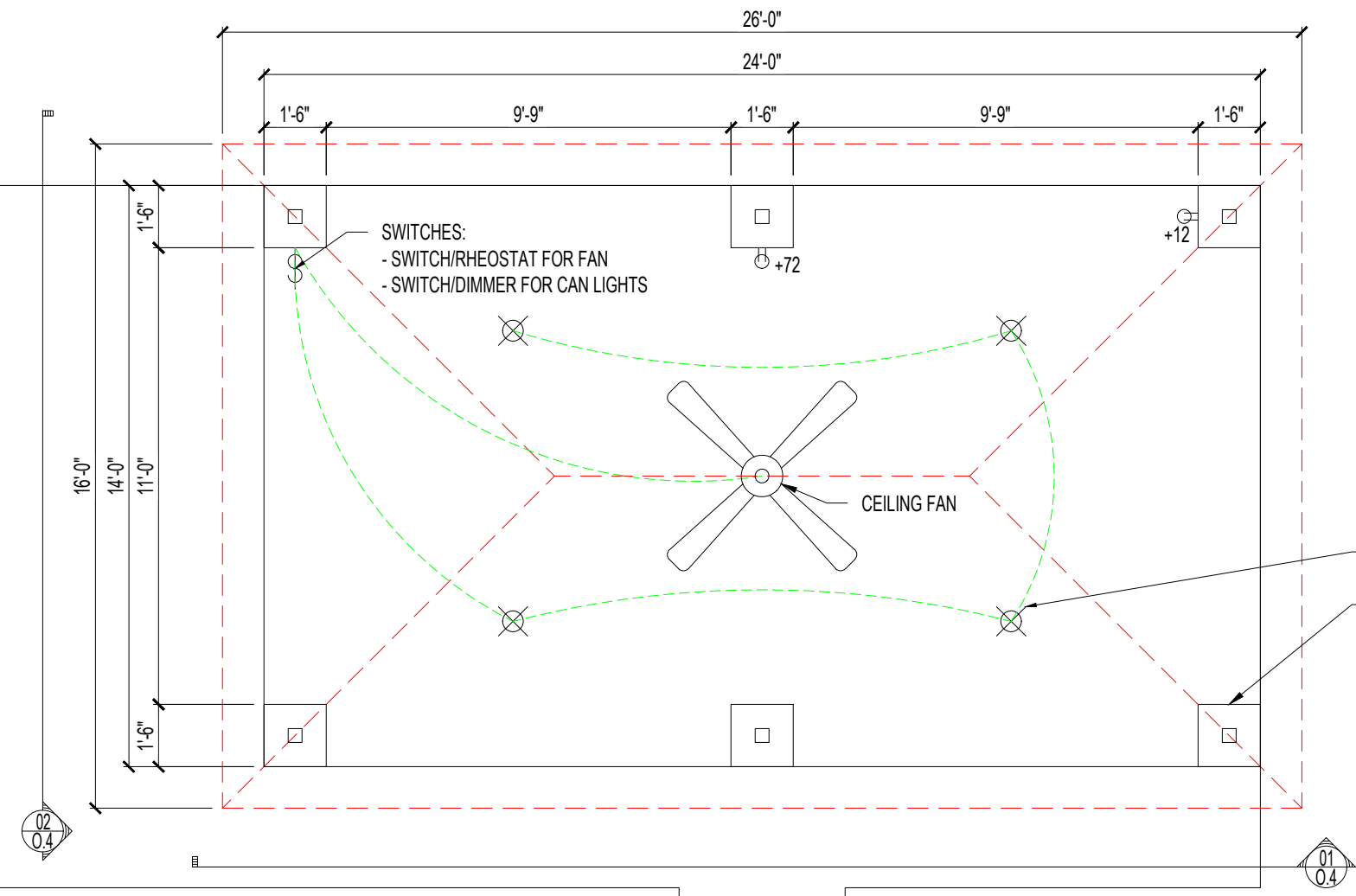
PERMIT SET
11-13-2025

CABANA LAYOUT

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



NOTE:
- VERIFY OUTLET LOCATIONS
- VERIFY SWITCH LOCATION



SWITCHES:
- SWITCH/RHEOSTAT FOR FAN
- SWITCH/DIMMER FOR CAN LIGHTS

CEILING FAN

(1 OF 4) CAN LIGHTS

(1 OF 6) 18" X 18" X 9"
COLUMNS W/ 4" METAL POSTS

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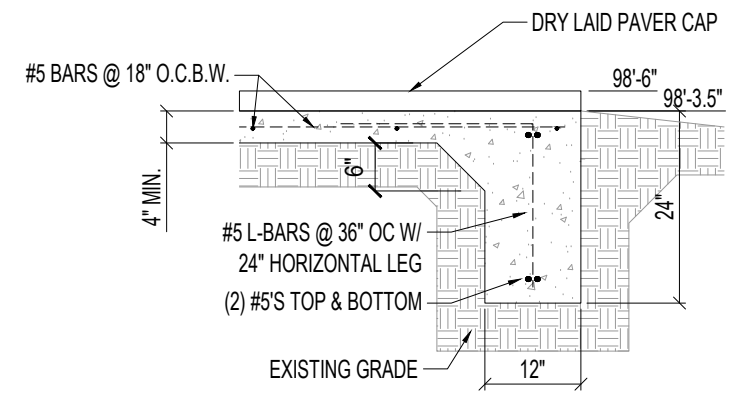
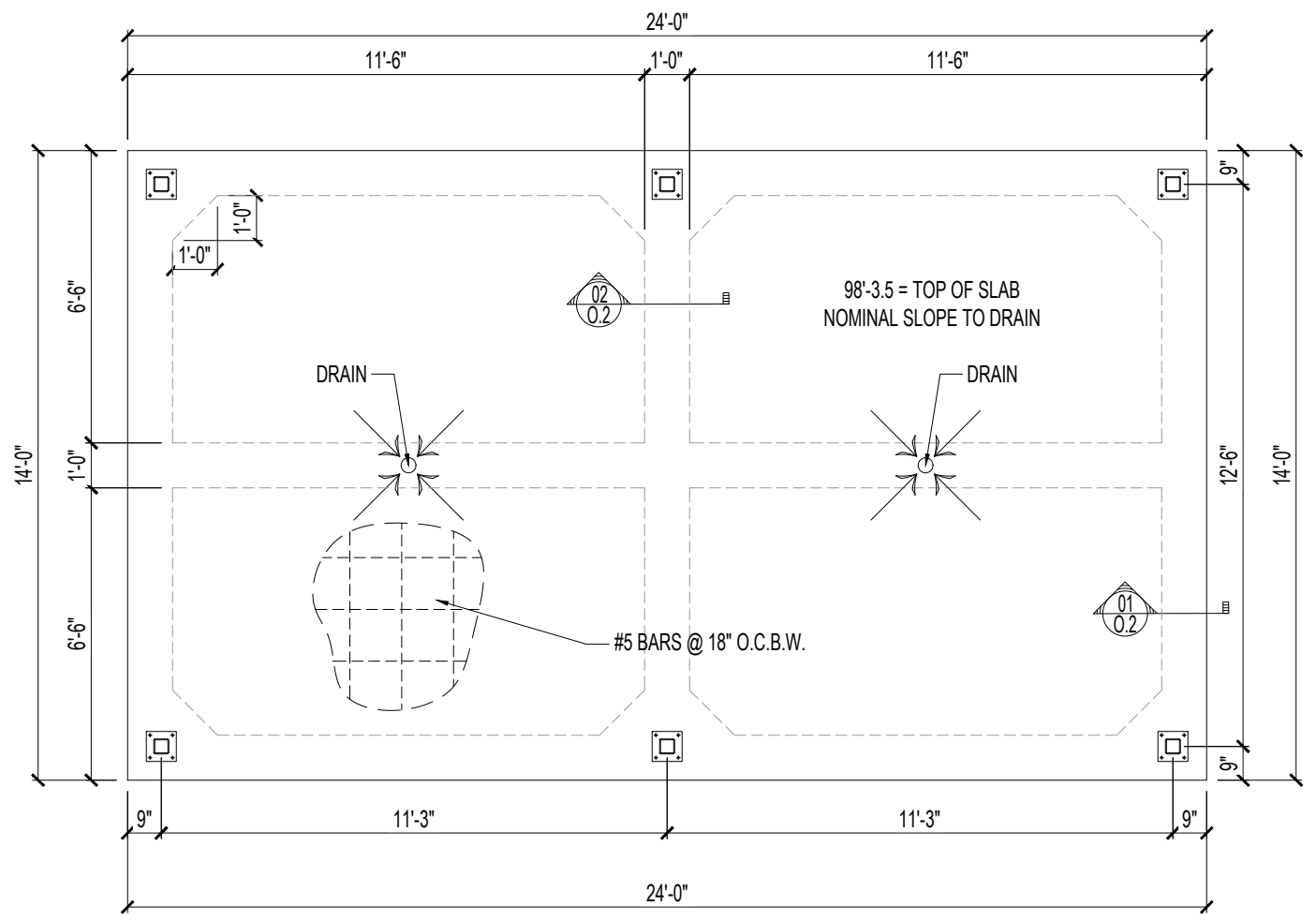
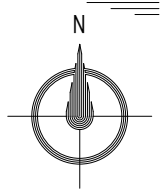
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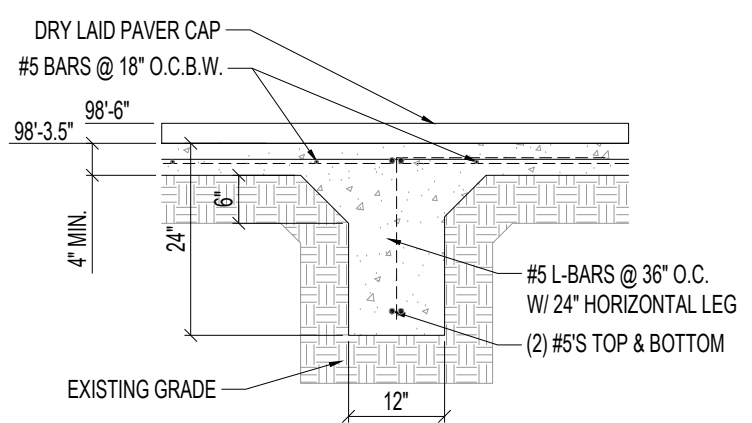
PERMIT SET
11-13-2025

CABANA FOUNDATION PLAN

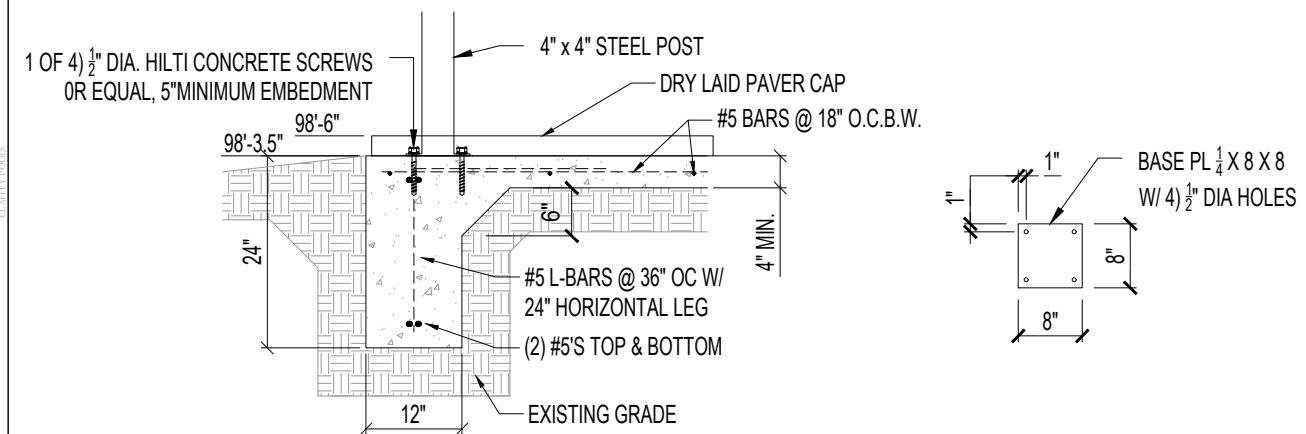
SCALE: 1/4" = 1'-0"



01 EXTERIOR GRADE BEAM
SCALE: 1/2" = 1'-0"



02 INTERIOR GRADE BEAM
SCALE: 1/2" = 1'-0"



03 METAL POST ON BEAM
SCALE: 1/2" = 1'-0"

CONCRETE:

- A. CONCRETE WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH THE LATEST AMERICAN CONCRETE INSTITUTE BUILDING CODE (ACI 318).
- B. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
28 DAY AGGREGATE SLUMP 3,000 PSI H.R. 3"-5"
PORTLAND CEMENT SHALL CONFORM TO ASTM-C-150. AGGREGATE SHALL CONFORM TO ASTM C-33 (H.R.). ALL CONCRETE SHALL BE PROPORTIONED TO HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.55.
- C. JOB SITE CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE FABRICATION OF MATERIALS.

REINFORCING STEEL

- A. ALL REINFORCING STEEL SHALL BE NEW STOCK, DEFORMED BARS, CONFORMING TO A.S.T.M. A-615, GRADE 60.
- B. ALL BARS SHALL BE FREE OF LOOSE, FLAKY RUST AND SCALE, GREASE OR OTHER MATERIAL WHICH MIGHT AFFECT OR IMPAIR BOND.
- C. DO NOT WELD, UNLESS SPECIAL APPROVAL IS OBTAINED.
- D. CONCRETE STRUCTURAL MEMBERS SHALL NOT BE STRIPPED UNTIL THE CONCRETE HAS REACHED ITS DESIGN STRENGTH.
- E. ALL BENDS ARE TO BE MADE COLD.

ISSUE DATES

FIRM NO. 4308

DI DON ILLINGWORTH & ASSOC., INC.
CONSULTING STRUCTURAL ENGINEERS
PH. 817-649-1544 FAX 817-649-1545

Design In Accordance To 2018 IRC

PERMIT SET
11-13-2025

CLAFFEY POOLS

(817) 488-5795 PHONE
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1625 BRUMLOW AVE.
SOUTHLAKE, TEXAS
76092

THE NESBITT RESIDENCE

2208 GLADE ROAD
COLLEYVILLE, TEXAS 76034
P.R.J. ACRES
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PLAN NUMBER:
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SHELLY CLAFFEY

DRAFTED BY:
DILLON JENSEN

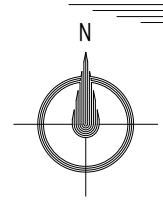
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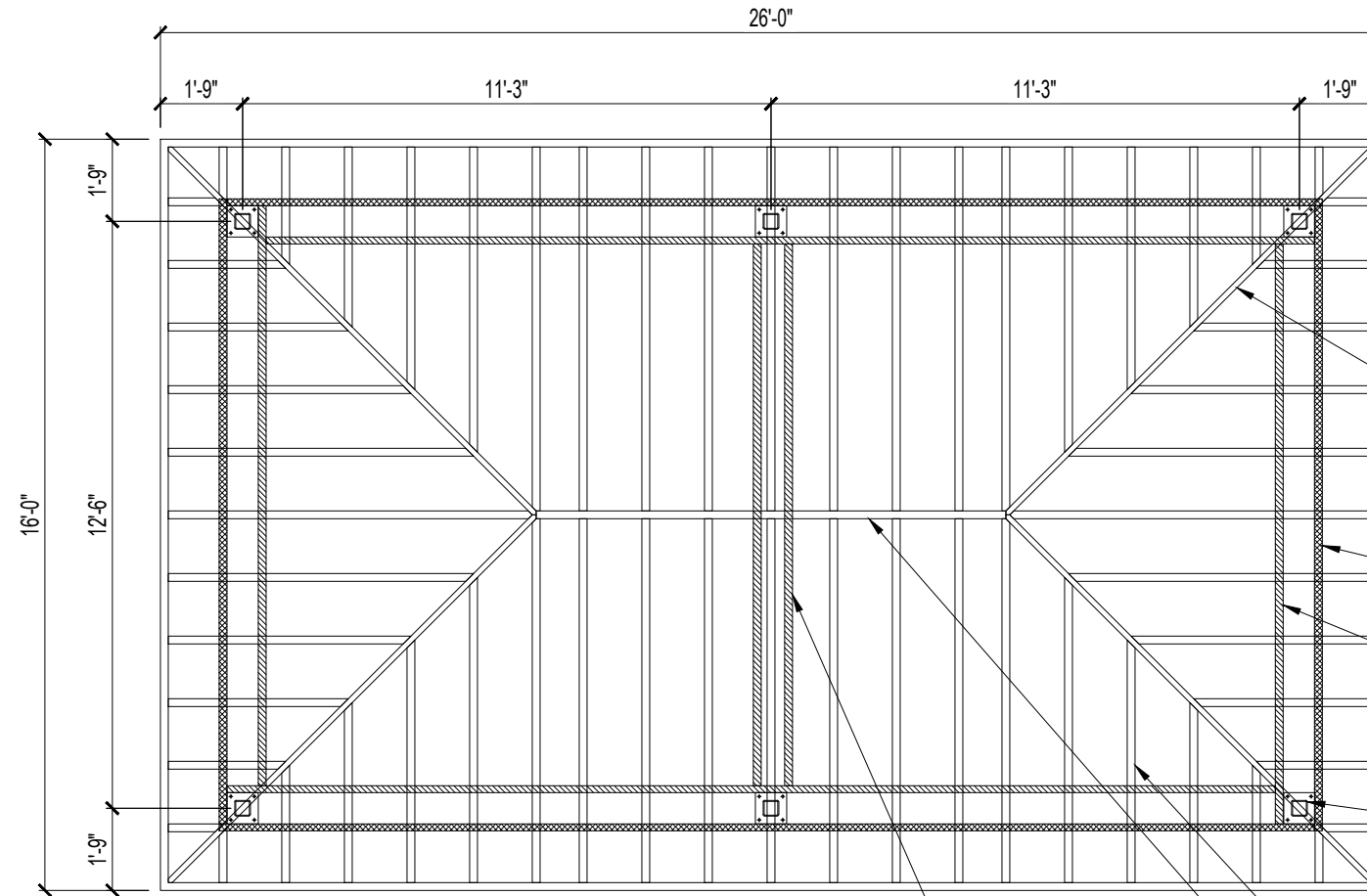
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CABANA FRAMING PLAN

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



FRAMING NOTE:
ALL CABANA WOOD FRAMING
INDICATED IS
RECOMMENDED MINIMUM.



- 2" X 8" HIP BEAM
- 2" X 6" WRC FASCIA
- 1 3/4" x 11 7/8" LVL EXTERIOR MAIN BEAM w/ 1x WRC WRAP B.O.B. @ 9'-0" A.F.F.
- 2" X 12" INTERIOR WRC MAIN BEAMS B.O.B. @ 9'-0" A.F.F.
- (1 OF 6) 4" X 4" METAL POSTS RE: 02 / 0.1

- 2" X 12" WRC CROSS BEAMS B.O.B. @ 9'-0" A.F.F.
- 2" X 6" SYP RAFTERS @ 16 O.C. W/ T&G UNDER
- 2" X 8" RIDGE BEAM

WOOD FRAMING

A. BEAMS, JOISTS, RAFTERS AND COLUMNS SHALL BE AS SHOWN BELOW:

GRADE	SIZE	SPECIES	Fb (PSI)	Fv (PSI)	Fc (PSI)	E (PSI)
#2	2X4	WRC	700	155	650	1,000,000
#2	2X6	WRC	700	155	650	1,000,000
#2	2X8	WRC	700	155	650	1,000,000
#2	2X10	WRC	700	155	650	1,000,000
#2	2X12	WRC	700	155	650	1,000,000
#3	2X4	WRC	400	155	375	1,000,000
#3	2X6	WRC	400	155	375	1,000,000
#2	8X8	WRC	700	155	650	1,000,000

B. RAFTERS AND JOISTS SHALL BE AS SHOWN BELOW:

SIZE	GRADE	SPECIES	Fb (PSI)	Fv (PSI)	E (PSI)
2x4	#2	SYP	1,000	175	1,400,000
2x6	#2	SYP	1,000	175	1,400,000
2x8	#2	SYP	925	175	1,400,000
2x12	#2	SYP	750	175	1,400,000

ROOF FRAMING NOTES:

1. DESIGN LOADS:
 - 1.1. ROOF LIVE LOAD: 20 PSF
 - 1.2. WIND SPEED: 115 MPH (3 SECOND GUST)
2. ROOF SHALL BE FRAMED WITH 2X6 #2 WRC RAFTERS @ 16" O.C.
3. ROOF SYSTEM SHALL BE COMPOSITION SHINGLES OVER OSB.
4. ALL ROOF FRAMING DETAILS AND CONNECTIONS SHALL BE IN ACCORDANCE WITH THE 2021 INTERNATIONAL RESIDENTIAL CODE.
5. ALL WOOD BEAM TO COLUMN CONNECTIONS SHALL BE BOLTED.

FRAMING CONNECTION NOTE:
ATTACHMENTS FOR RAFTER TO BEAM SHALL BE WITH 0.189 INCH DIAMETER TEMBERLOK SCREWS OR APPROVED EQUAL WITH 2 INCHES MINIMUM THREADED FASTER INTO SUPPORTING MEMBER. FOR CEDAR RAFTER TO MANUFACTURED BEAMS, AT LEAST 1 SCREW THROUGH TOP OF RAFTER INTO BEAM (ALLOWABLE UPLIFT 520 LBS. PER SCREW). FOR CEDAR RAFTER TO CEDAR BEAM, AT LEAST 2 SCREWS THROUGH TOP OF RAFTER INTO BEAM (ALLOWABLE UPLIFT 260 LBS. PER SCREW)

FURNISH, FABRICATE AND ERECT FRAMING IN ACCORDANCE WITH THE REQUIREMENTS OF THE TIMBER CONSTRUCTION MANUAL, THE LATEST EDITION BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE 2021 INTERNATIONAL RESIDENTIAL CODE. TABULATED DESIGN VALUES ARE APPLICABLE TO LUMBER THAT WILL BE USED UNDER DRY CONDITIONS SUCH AS IN MOST COVERED STRUCTURES. FOR 2" TO 4" THICK LUMBER THE DRY DRESSED SIZES SHALL BE USED (SEE TABLE 1A OF NDS) REGARDLESS OF THE MOISTURE CONTENT AT THE TIME OF MANUFACTURE OR USE. IN CALCULATING DESIGN VALUES, THE NATURAL GAIN IN STRENGTH AND STIFFNESS THAT OCCURS AS LUMBER DRIES HAS BEEN TAKEN INTO CONSIDERATION AS WELL AS THE REDUCTION IN SIZE THAT OCCURS WHEN UNSEASONED LUMBER SHRINKS. THE GAIN IN LOAD CARRYING CAPACITY DUE TO INCREASED STRENGTH AND STIFFNESS RESULTING FROM DRYING MORE THAN OFFSETS THE DESIGN EFFECT OF SIZE REDUCTIONS DUE TO SHRINKAGE.

ISSUE DATES

FIRM NO. 4308

DI DON ILLINGWORTH & ASSOC., INC.

CONSULTING STRUCTURAL ENGINEERS
PH. 817-649-1544 FAX 817-649-1545

Design In Accordance To 2018 IRC

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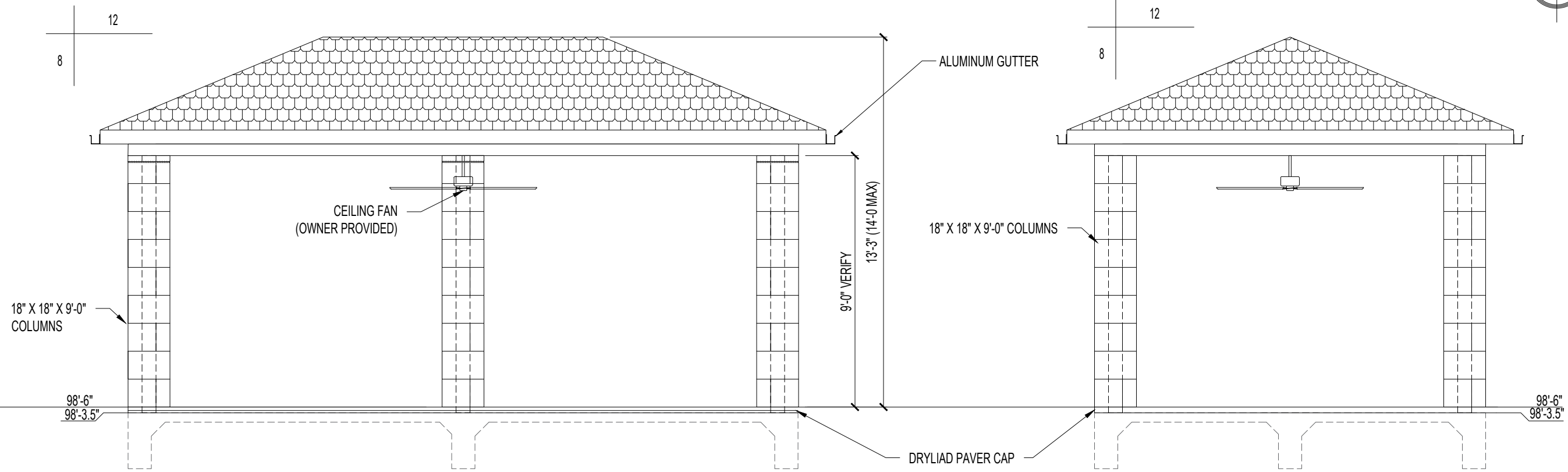
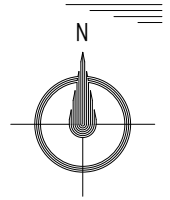
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MASTER PLAN SET ISSUE: 00-00-0000
SALES CONTACT: SHELLY CLAFFEY
DRAFTED BY: DILLON JENSEN
CHECKED BY: Checker
REVISIONS:

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11-13-2025

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0.3

CABANA ELEVATION

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



01 SOUTH ELEVATION SCALE: 1/4" = 1'-0"

02 WEST ELEVATION SCALE: 1/4" = 1'-0"

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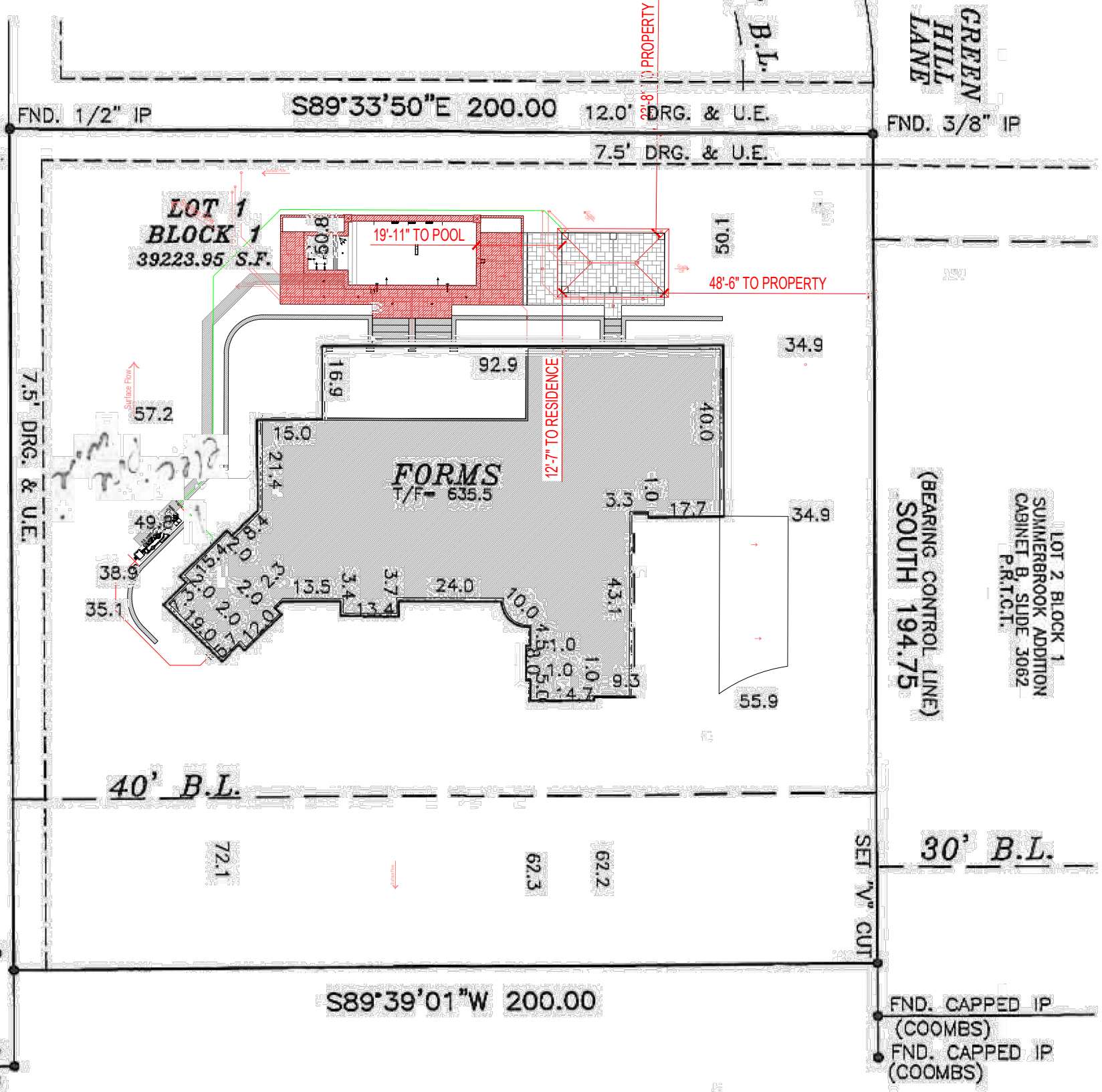
PERMIT SET
11-13-2025

0.4

Scale 1" = 30'

LOT 7 BLOCK 5
SUMMERBROOK ADDITION
CABINET B, SLIDE 444
P.R.T.C.T.

GREEN
HILL
LANE



NO. D208174726
D.R.T.C.T.

NORTH 197.49

(BEARING CONTROL LINE)
SOUTH 194.75

LOT 2 BLOCK 1
SUMMERBROOK ADDITION
CABINET B, SLIDE 3062
P.R.T.C.T.

2208 GLADE ROAD
VARIABLE R.O.W. ~ 24' ASPHALT

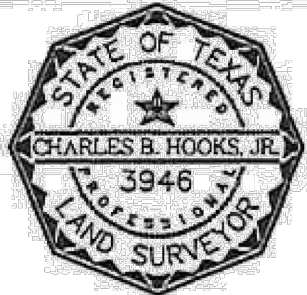
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

ACCORDING TO FEMA MAP NO. 48430C0000K, ZONE X, DATED 9-25-09
THE ABOVE LOT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN, AT THIS TIME.

LOT 1 BLOCK 1, P.R.J. ACRES ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT
VOLUME NO. D214214391, PLAT RECORDS, TARRANT COUNTY, TEXAS

LEGEND:

- IRON PIN
- IRON PIPE
- △ BOIS D'ARC STAKE
- CONCRETE MONUMENT
- FENCE
- - - POWER LINE
- T - TELEPHONE LINE
- CATV - CABLE TELEVISION
- ▨ CONCRETE PAVING
- ▨ ASPHALT PAVING



LOYD BRANSOM SURVEYORS INC.
CHARLES B. HOOKS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
1028 NORTH SYLVANIA AVENUE
FT. WORTH, TEXAS 76111
(817) 834-3477

Charles B. Hooks, Jr.

15-149

DATE: 2-25-15

STATE REGISTRATION/LICENSE NO. 1011900

City of Colleyville Impervious Coverage Worksheet

Building Square Foot		
Existing	Dwelling + Garage	6079
	Covered Porch	432
	Covered Patio	794
	Accessory Structures	0
	Other roofed areas	0
New	Dwelling + Garage	0
	Covered Porch	0
	Covered Patio	0
	Accessory Structures	336
	Other roofed areas	0

Paved + Pool/Spa Square Foot	
Driveway	2726
Sidewalk	0
Uncovered Patio	0
Uncovered Deck	0
Pool/Spa (Surface area)	524
Pool/Spa Deck (surface area)	1160
Sport Court	0
Driveway	600
Sidewalk	0
Uncovered Patio	0
Uncovered Deck	234
Pool/Spa (Surface area)	0
Pool/Spa Deck (surface area)	0
Sport Court	0

Total (Under Roof)	7641
---------------------------	------

Total Uncovered	5244	Total Impervious (Under roof + Uncovered)	12885
------------------------	------	--	-------

Total Under Roof/Lot Size	19 %
----------------------------------	------

Total Impervious/Lot Size	33 %
----------------------------------	------

Lot Size (sq. feet)	39222	SF
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Notification Map

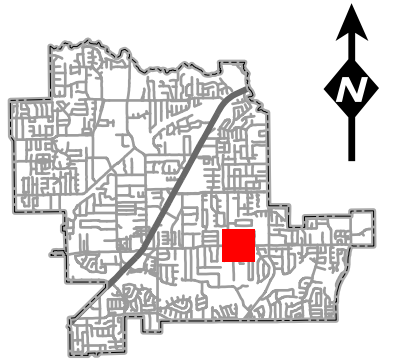


VC25-007
 2208 Glade Road



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-  Parcels to be notified
-  Buffer
-  Subject Property





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

**City Council Meeting: Tuesday, January 6, 2026, at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Consideration of a variance to the lot size (area and depth) regulations of the AG Agricultural district on Lot 1, Block 1, of the P.R.J. Acres Addition, being approximately 0.9 acres, and zoned AG Agricultural. The subject lot area is 39,223 square feet and the lot depth is 198 feet. The required lot area is 130,680 square feet and the required lot depth is 300 feet. The variance would allow for a detached cabana to be constructed.

Zoning Case: VC25-007

Applicant: Claffey Pools

Owner: William Nesbitt

Location: 2208 Glade Road

Property Description: Lot 1, Block 1, P.R.J. Acres Addition

Present Zoning: AG Agricultural

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners' associations within 1000 feet. This variance is being processed in accordance with Section 1.13 of the Land Development Code, which allows property owners to request a variance to deviate from the district development standards of the Land Development Code.

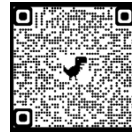
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

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

NOTICE OF PUBLIC HEARING



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



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

Daniel Ponder

Daniel Ponder
Planning Manager

RESOLUTION R-26-5107

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 3.24.G SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT AREA AND DEPTH, IN THE AG AGRICULTURAL DISTRICT, FOR LOT 1, BLOCK 1, P.R.J. ACRES ADDITION, LOCATED AT 2208 GLADE ROAD

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

- Sec. 1. THAT the variance to allow for the lot area to be 39,223 square feet and the lot depth to be 198 feet, in the AG Agricultural district located at 2208 Glade Road (the "Property"), as depicted in Exhibit "A" and Exhibit "B" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF JANUARY 2026.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A"

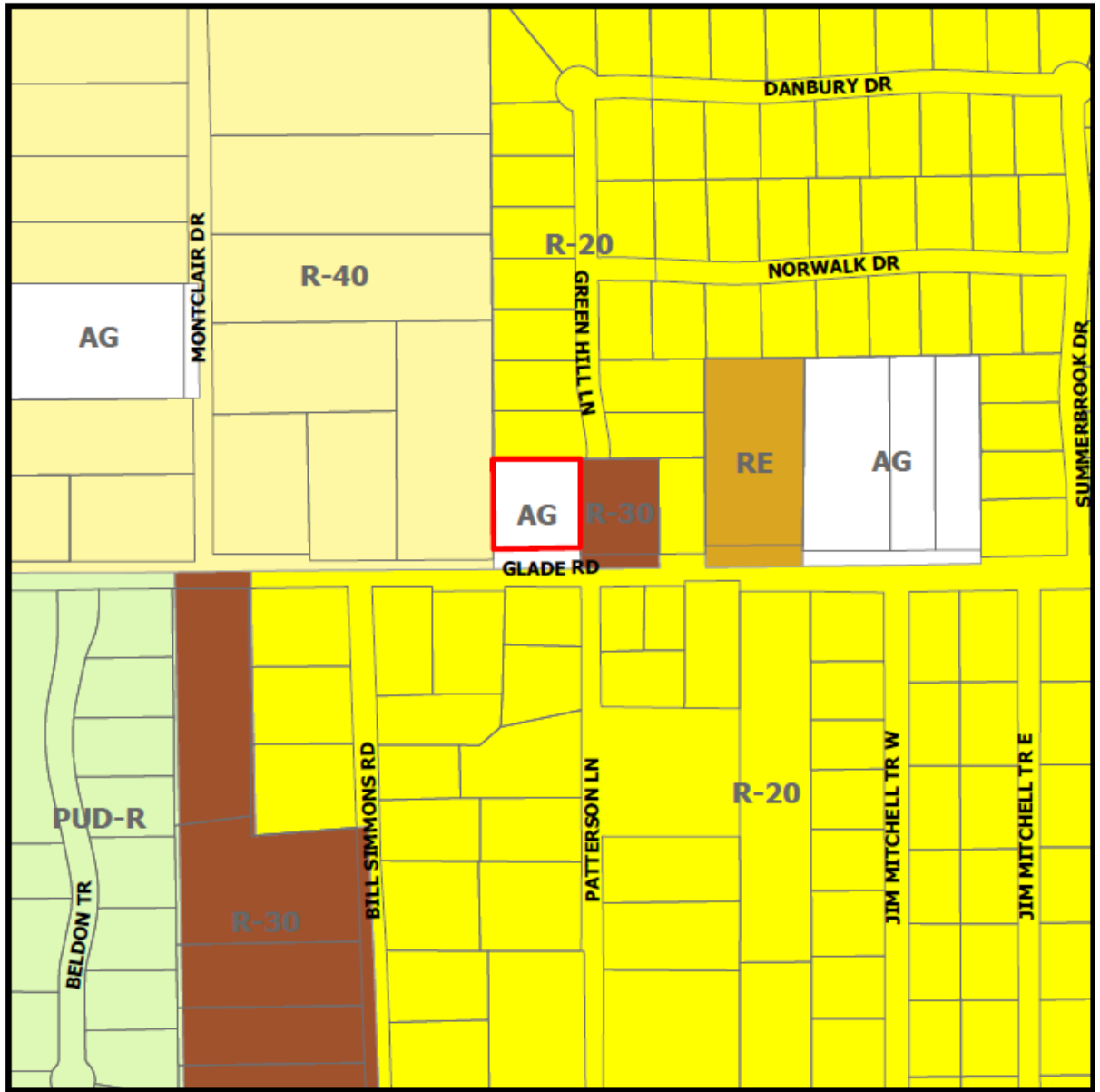
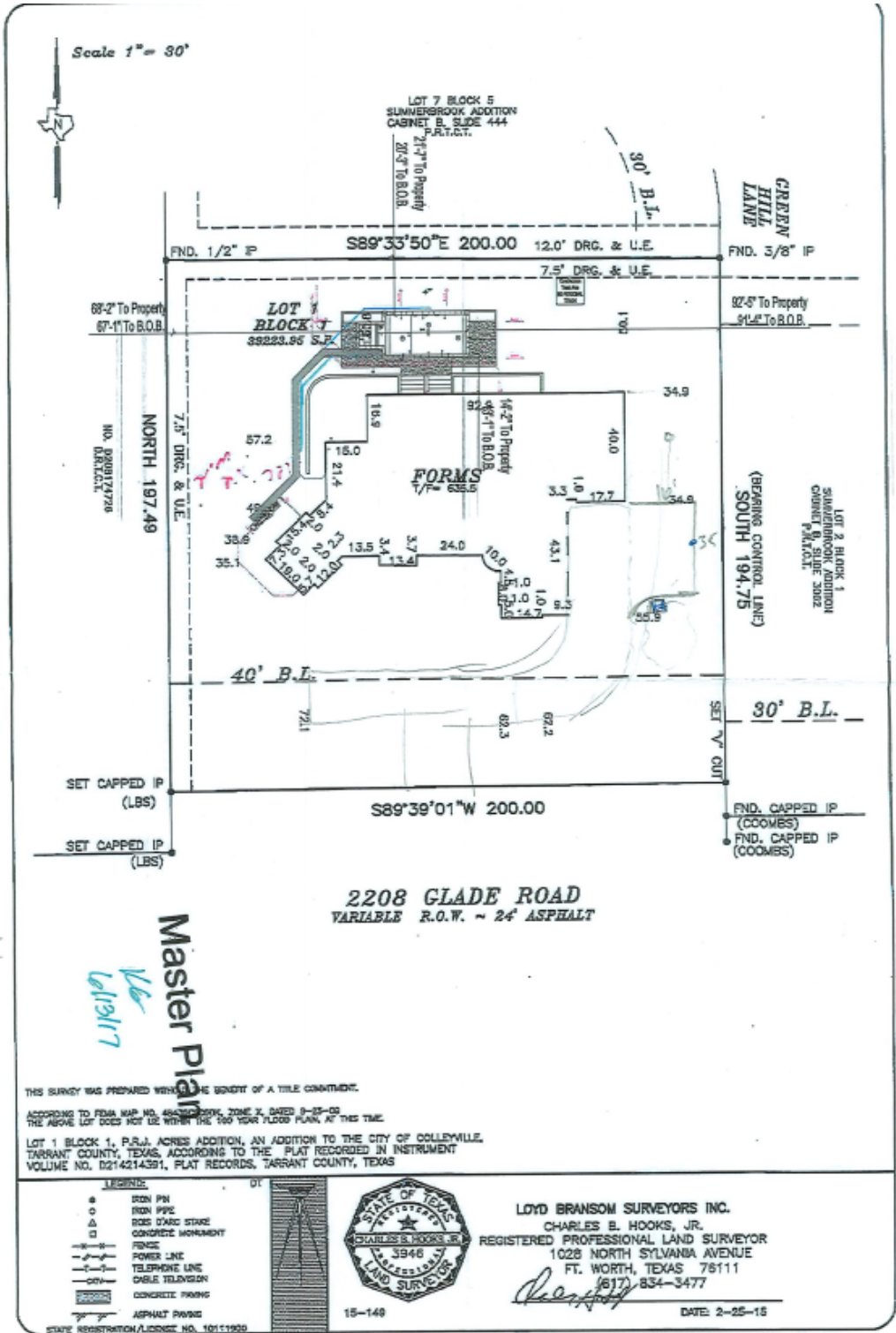


Exhibit "B"





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7c

Agenda Date 1/6/2026

Number Resolution R-26-5108

Type Resolution

Department Community Development

Title

Consideration of a Variance to the lot size (area and width) and street side yard setback regulations of the RD Two-Family Residential zoning district on Lot 23, Block 4, of the Fox Meadows Addition, located at 3301 Huntington Drive, Case VC25-008

Explanation

Reading and Public Hearing

Todd Arnold, the applicant, has submitted a request for a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for the lot size (area and width) and street side yard setback regulations in the RD Two-Family Residential district. The request is to allow for a detached accessory garage to be built. Lots zoned RD that are developed for single-family use are required to conform to the standards of the R-20 Single Family Residential zoning district. The requested street side yard setback is 25-feet; the required setback is 30 feet. The lot area is 12,400 square feet and the lot width is 90 feet.

Existing Conditions/Background: The subject property, 3301 Huntington Drive, is zoned RD Two-Family Residential and developed with a single-family home.

Requested Variance: The applicant is requesting a variance to the lot area, lot width, and street side yard setback regulations, to allow for a new accessory building to be built. The R-20 zoning district requires a minimum of 20,000 square feet for the lot area and 100 feet for lot width. The variance would allow for the existing lot area of 12,400 square feet and lot width of 90 feet, as well as allow for the new garage to be built at a 25-foot setback from the west property line.

Ordinance – Chapter 3 – Land Use – Section 3.24.G Schedule of District Regulations

The minimum standards for the R-20 zoning district are as follows:

Minimum Lot Size	20,000 square feet (12,400 s.f.)
Minimum Lot Width	100 feet (90 ft)
Street Side Yard Setback	30 feet (25 ft)
Maximum Lot Coverage	30%
Maximum Impervious Coverage	60%

Analysis: The subject property is requesting to have a variance to the lot size,

specifically area and width, and required street side yard setback for a new accessory garage building. When a lot zoned RD is developed with a single-family residential use, the lot shall comply with the R-20 zoning district standards. A variance to the lot size (area and width) is required to allow the ability to apply for and receive the necessary building permit to build any new structure. The setback variance will allow for the garage to be built at a 25-foot setback, rather than a 30-foot setback. This would allow it to be in line with the existing home, which is placed at a 25-foot setback.

Plat Status: The property is currently platted as Lot 23, Block 4, of the Fox Meadows Addition.

DRC Review: The DRC reviewed the request during their December 22, 2025, meeting and determined the case would be scheduled for the January 6, 2026, City Council meeting.

Drainage: N/A

Surrounding Development: The properties to the north, south, east, and west are zoned RD Two-Family Residential and improved with single-family homes.

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

Financial Impact

There is no financial impact to the City.

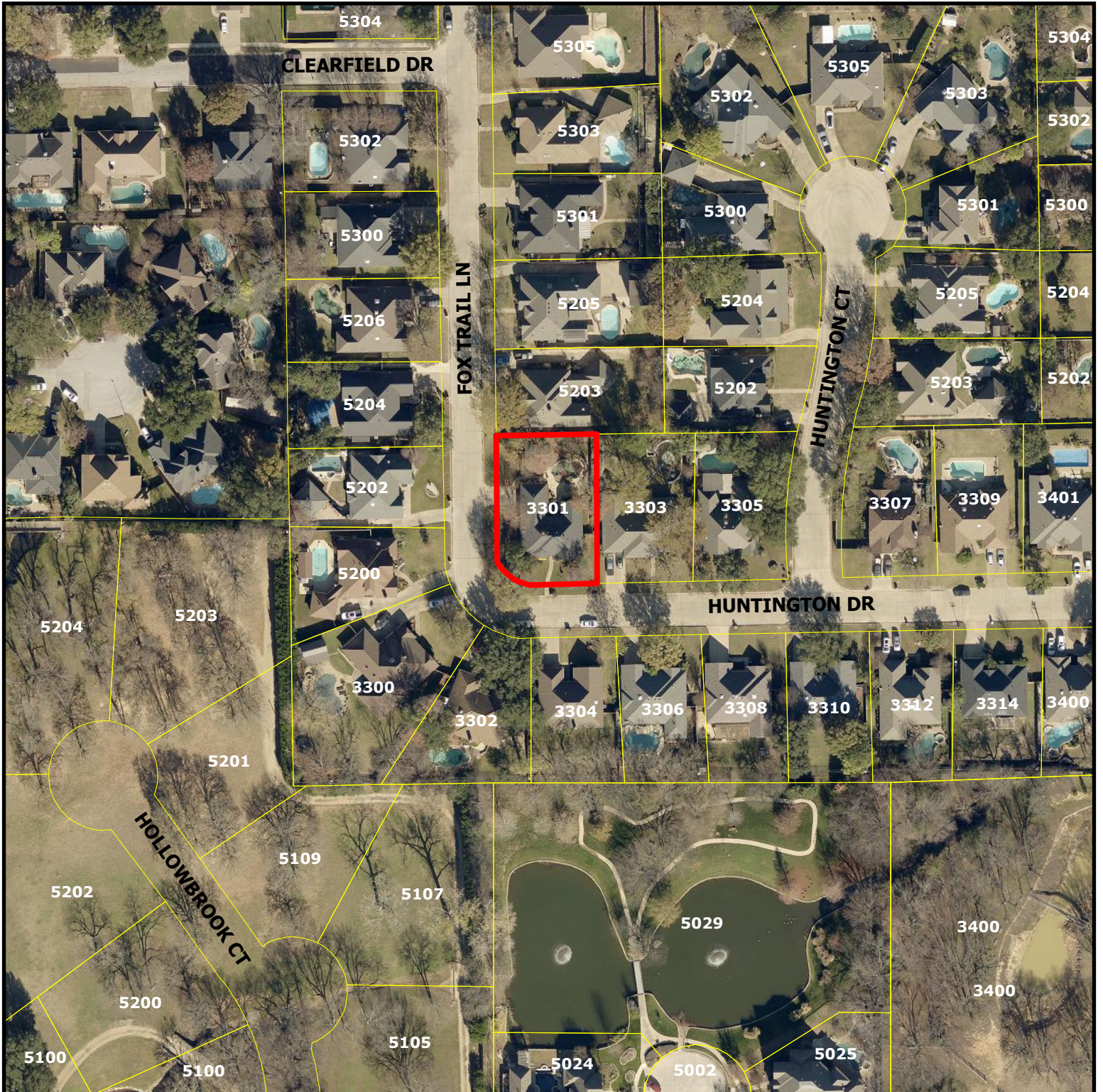
Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan Exhibit
6. Floor Plan Exhibit
7. Elevations Exhibits
8. Notification Map
9. Notification Letter
10. Resolution R-26-5108

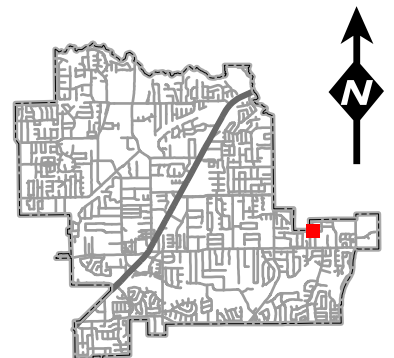
Aerial Map



VC25-008

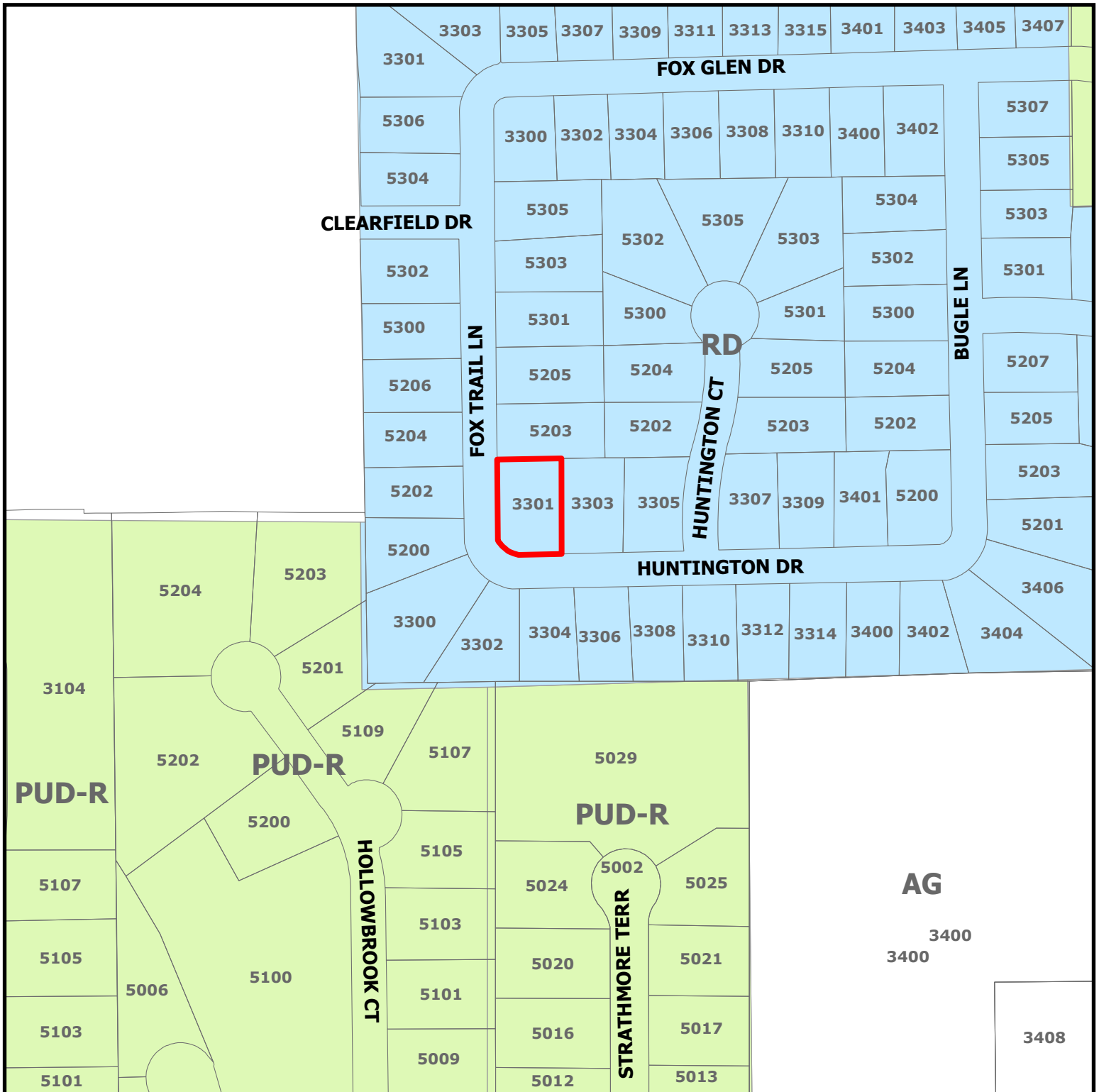
3301 Huntington Drive

 Subject Property



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Zoning Map

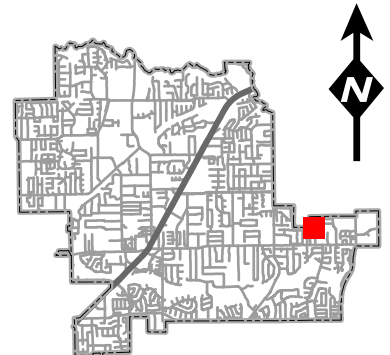


VC25-008

3301 Huntington Drive

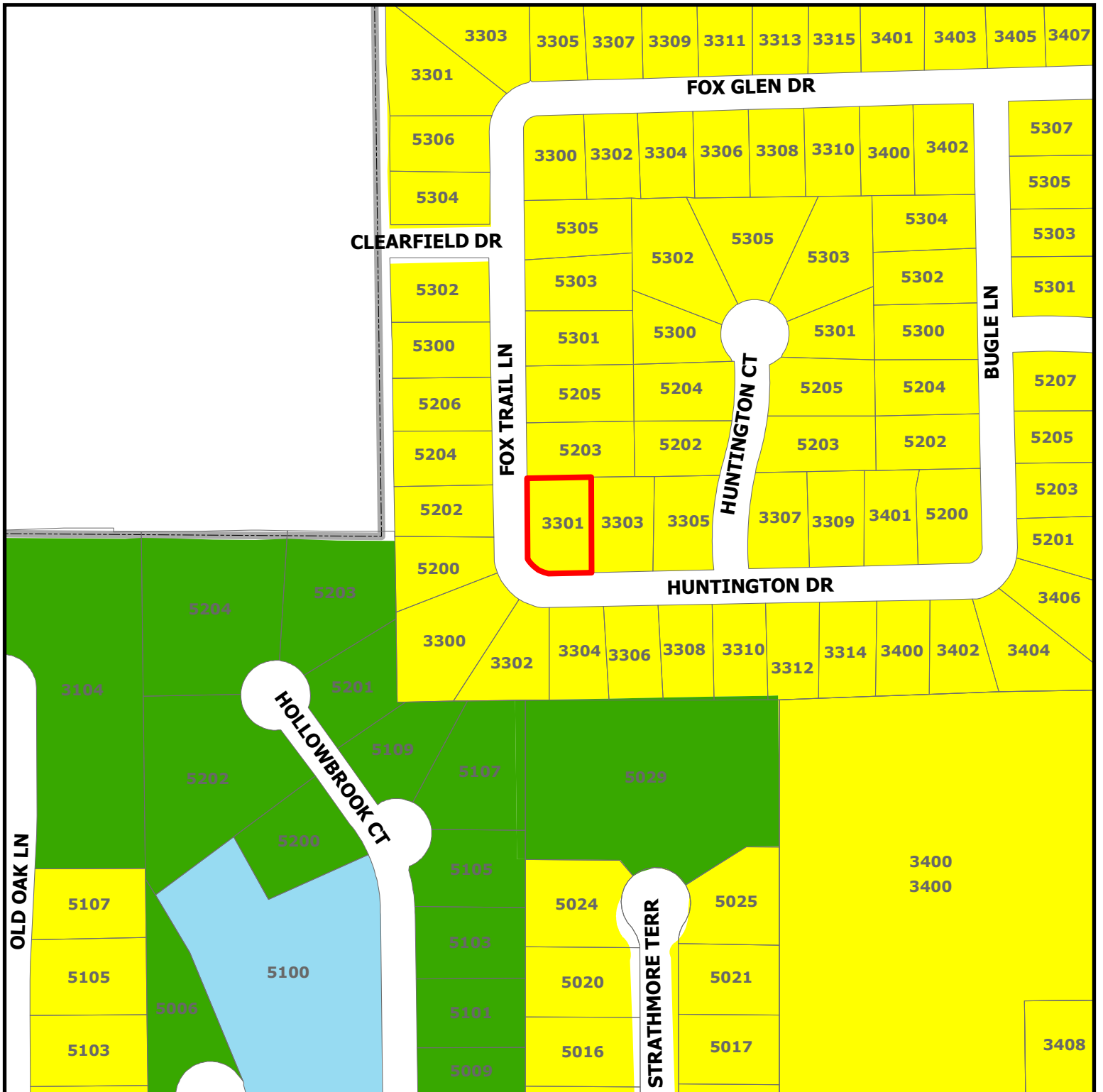


 Subject Property



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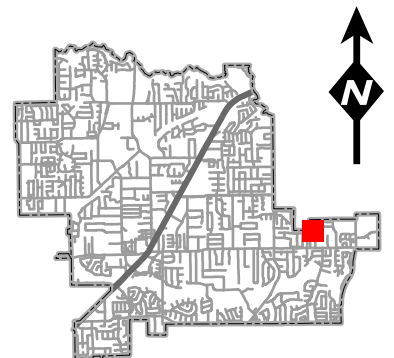
Future Land Use Map



VC25-008

3301 Huntington Drive

- Residential
- Open Space; Parks
- Water Body
- Subject Property



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Dahl Residence

3301 Huntington Dr.

****Statement of Planning Objective**

430 sq. ft. Detached Garage Addition**

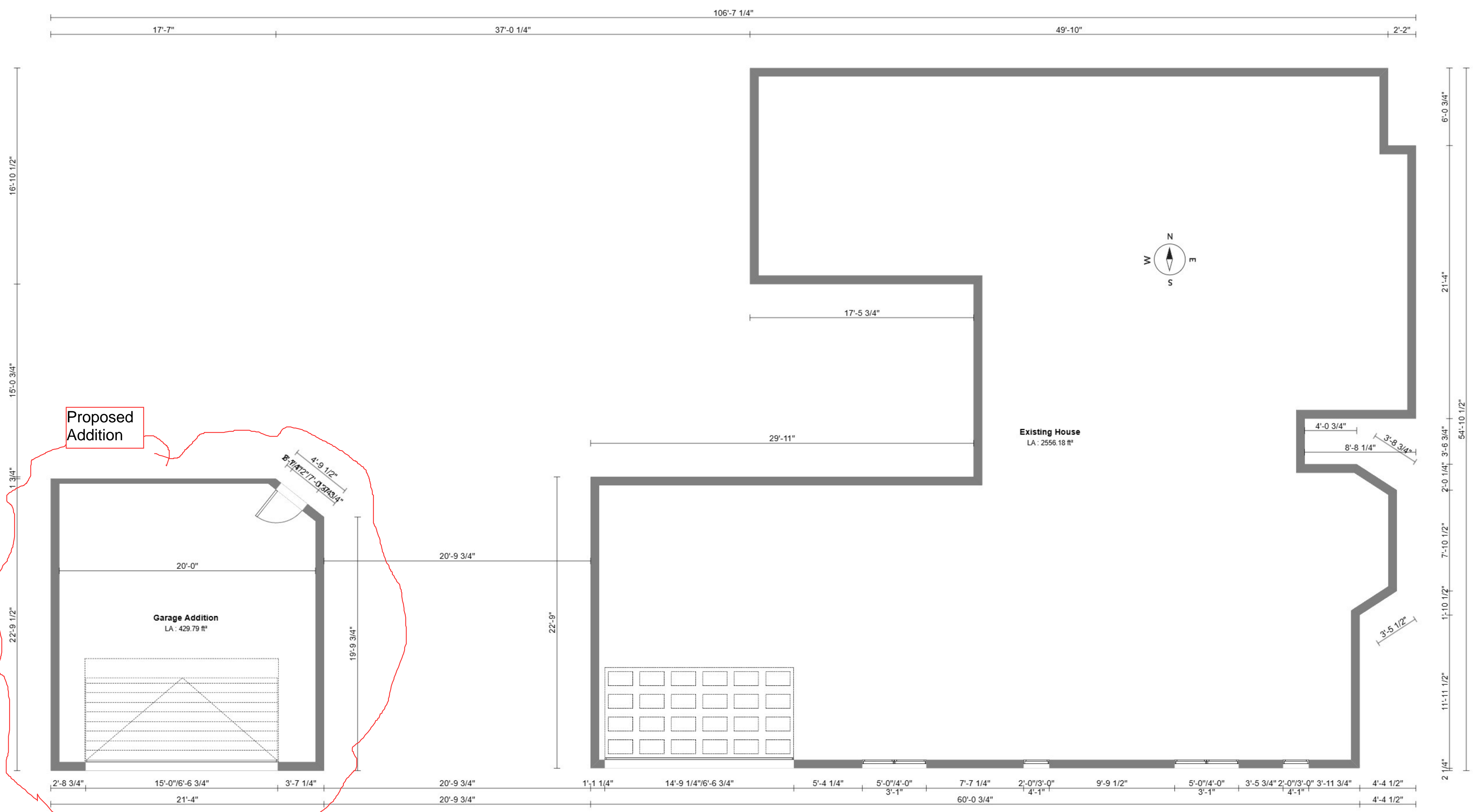
The objective of this planning effort is to design and construct a **430-square-foot detached garage addition** that provides secure vehicle storage, enhances property functionality, and aligns with the architectural character of the existing residence. The project will evaluate optimal siting, access, and utility requirements to ensure efficient circulation, code compliance, and long-term durability.

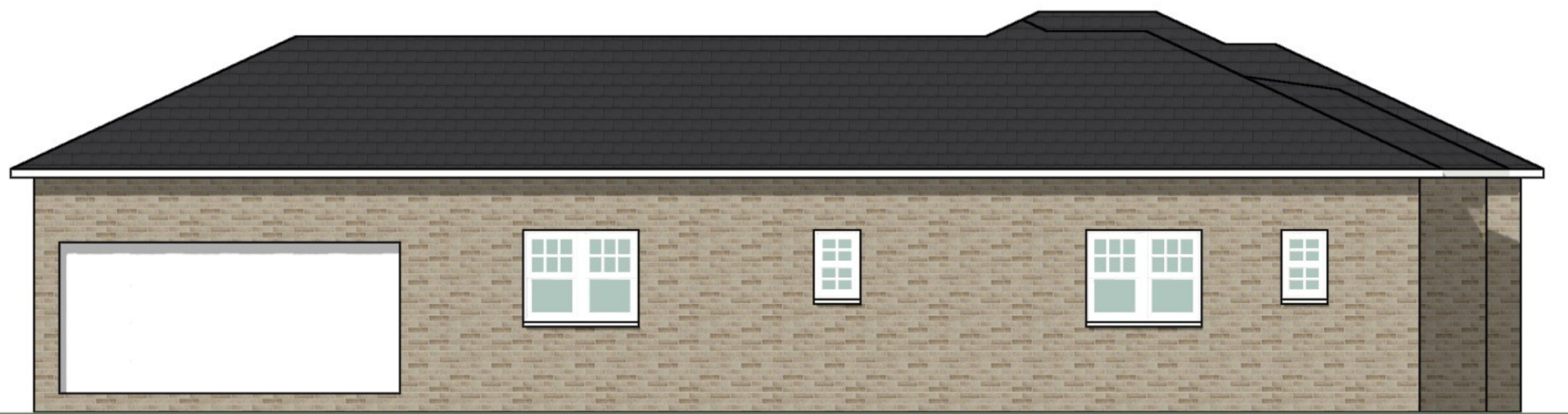
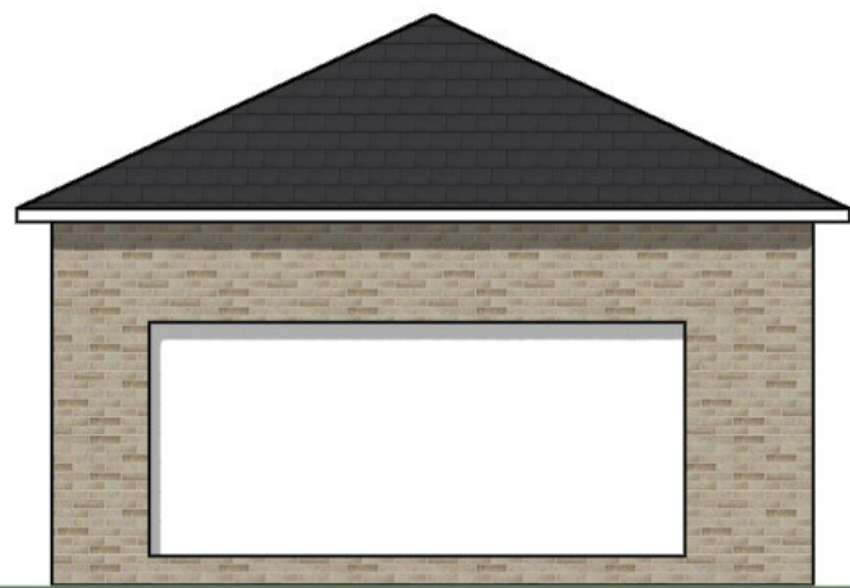
This plan aims to:

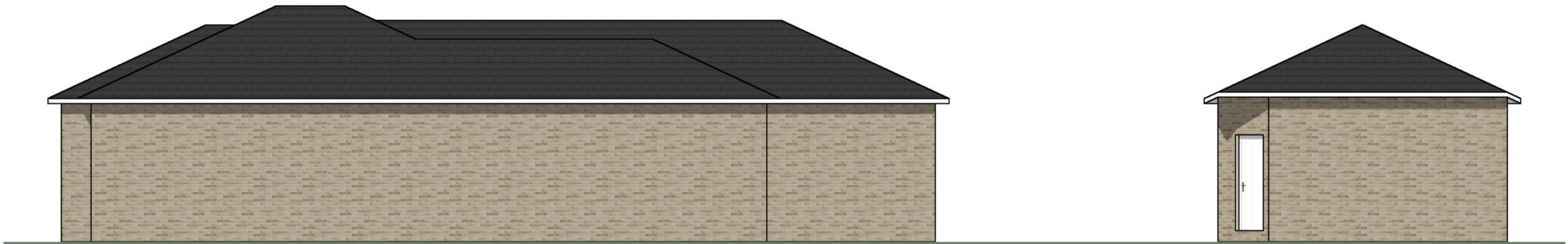
1. **Provide a functional detached garage structure** sized to accommodate two vehicles and storage needs.
2. **Ensure compliance with municipal building code requirements**, including foundation, structural framing, electrical service, and drainage considerations.
3. **Integrate the new structure aesthetically** with the primary residence through complementary materials, rooflines, and exterior finishes.
4. **Optimize site layout** for driveway alignment, access, turning radius, and separation from existing buildings while maintaining proper drainage and grading.
5. **Establish a clear basis for cost estimating, scheduling, and construction sequencing** to allow efficient delivery of the project within the client's budget and timeline.

The outcome of this planning objective is to produce a well-defined, coordinated plan that supports design approvals, accurate construction documentation, and successful execution of a detached garage addition that enhances both utility and property value.

The Variance that is requested is to allow the proposed detached garage structure addition to be built at a side setback of 25'-0" that was in effect when the house was originally built and not the new setback of 30'-0". This would keep the lines of the existing house and the new proposed detached garage consistent and not encroach on the pool area.

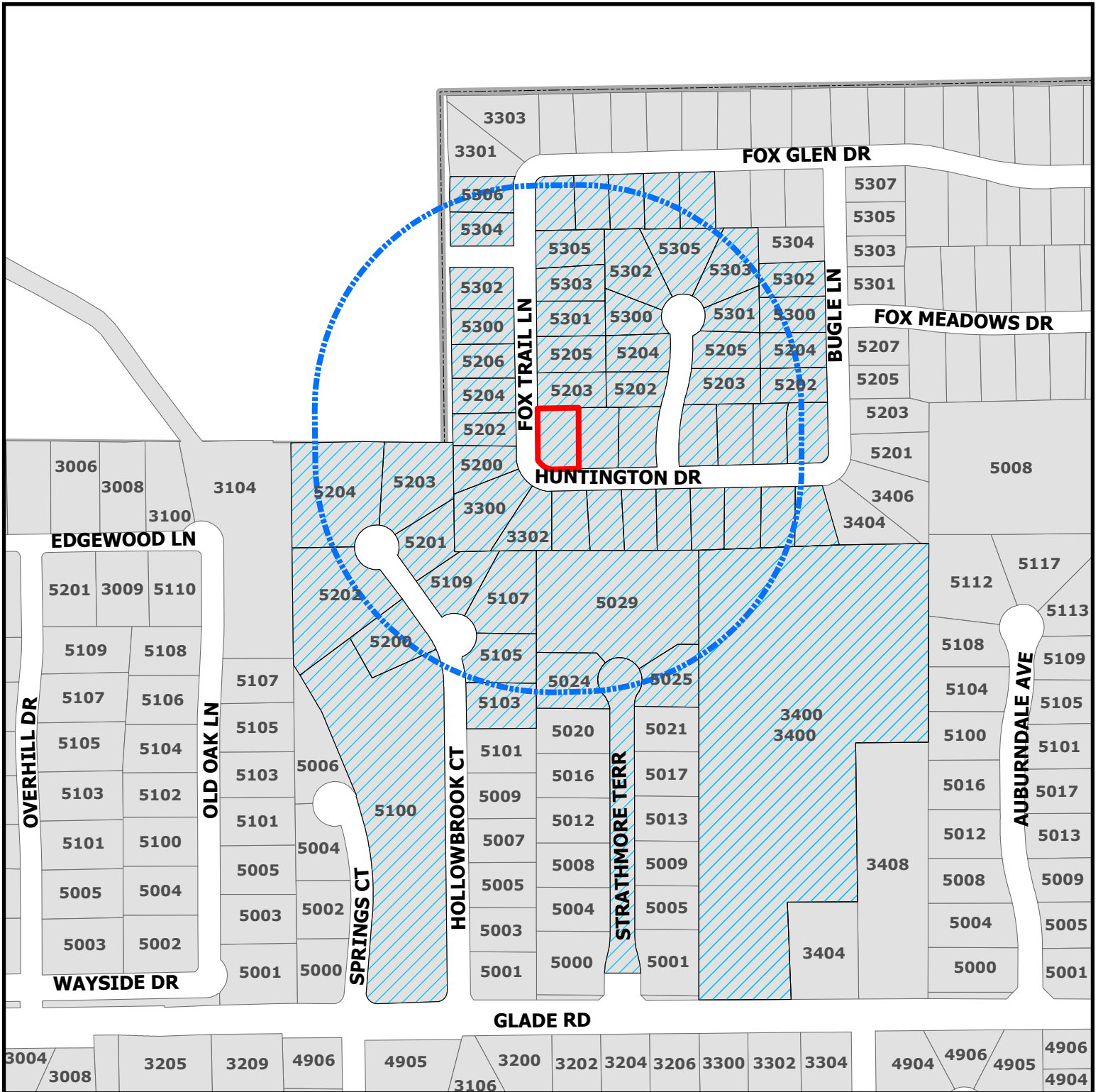








Notification Map






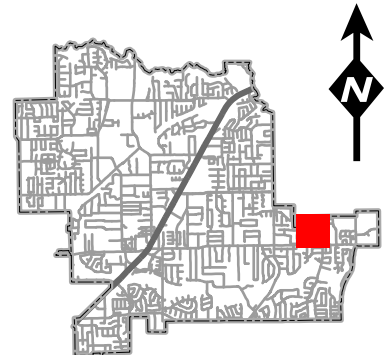
VC25-008

3301 Huntington Drive



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-  Subject Property
-  Buffer
-  Parcels to be notified





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

**City Council Meeting: Tuesday, January 6, 2026, at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

- Request:** Consideration of a variance to the lot size (area and width) and street side yard setback regulations of the RD Two-Family Residential district on Lot 23, Block 4, of the Fox Meadows Addition Addition, being approximately 0.28 acres, and zoned RD Two-Family Residential. Per Section 3.14 of the Land Development Code, when a property with RD zoning is developed with a single-family residential use, the property shall conform to the standards of the R-20 Single Family Residential zoning district. The proposed request is to build a detached accessory garage at a 25-foot street side yard setback; the required setback is 30 feet. The subject lot area is 12,400 square feet and lot width is 90 feet; the required lot area is 20,000 square feet and the lot width is 100 feet.
- Zoning Case:** VC25-008
- Applicant:** Todd Arnold
- Owner:** Dionn Dahl
- Location:** 3301 Huntington Drive
- Property Description:** Lot 23, Block 4, Fox Meadows Addition
- Present Zoning:** RD Two-Family Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners' associations within 1000 feet. This variance is being processed in accordance with Section 1.13 of the Land Development Code, which allows property owners to request a variance to deviate from the district development standards of the Land Development Code.

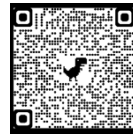
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email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

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

NOTICE OF PUBLIC HEARING



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



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

Daniel Ponder

Daniel Ponder
Planning Manager

RESOLUTION R-26-5108

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 3.24.G SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT AREA, LOT WIDTH, AND STREET SIDE YARD SETBACK, IN THE RD TWO FAMILY RESIDENTIAL DISTRICT, FOR LOT 23, BLOCK 4, FOX MEADOWS ADDITION, LOCATED AT 3301 HUNTINGTON DRIVE

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

- Sec. 1. THAT the variance to allow for the lot area to be 12,400 square feet, the lot width to be 90 feet, and the street side yard setback to be 25 feet for a new accessory garage in the RD Two Family Residential district located at 3301 Huntington Drive (the "Property"), as depicted in Exhibit "A" and Exhibit "B" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ____ AYES, ____ NAYS ON THIS THE 6TH DAY OF JANUARY 2026.

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

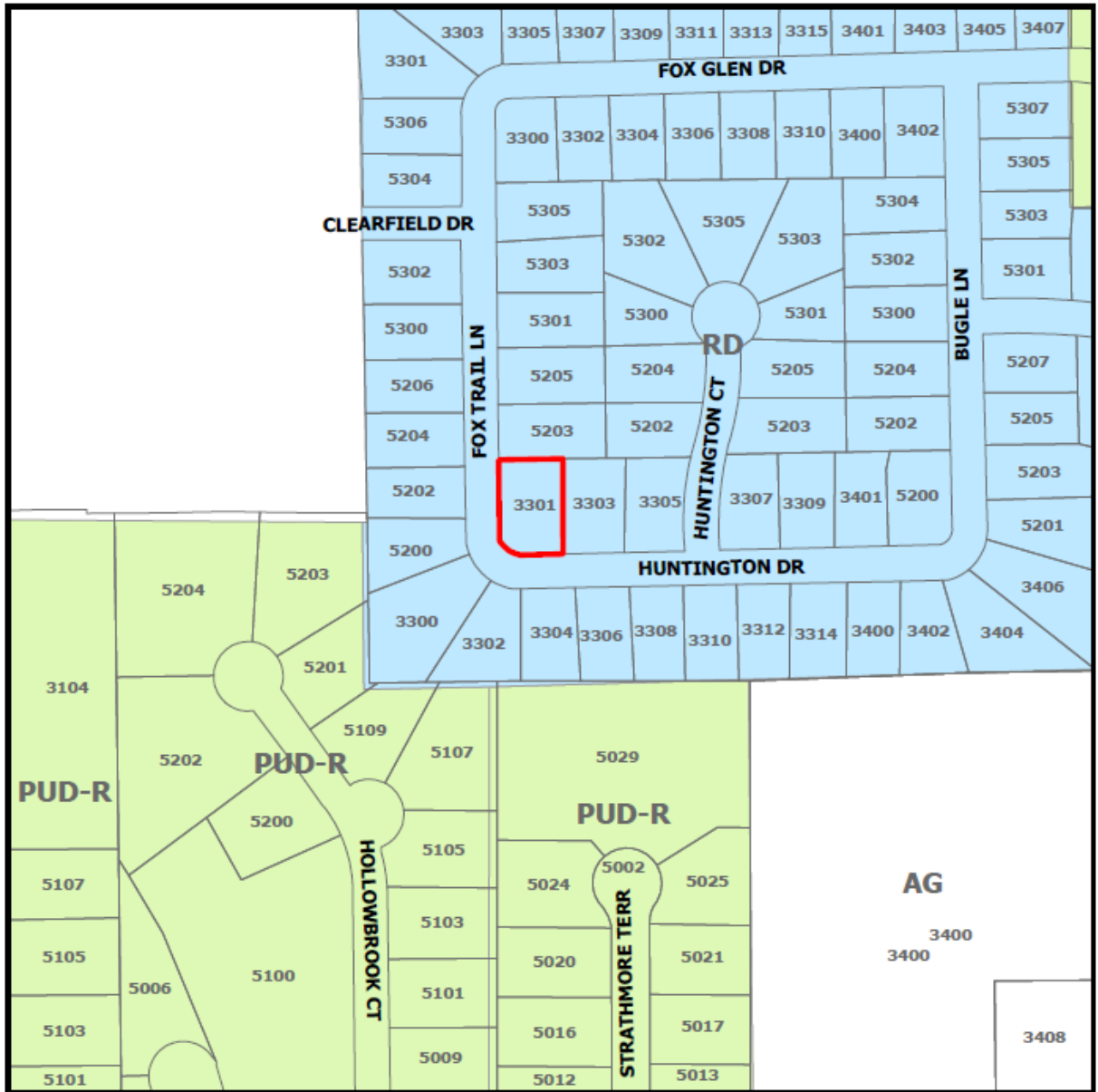
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A"





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 9

Agenda Date 1/6/2026

Type Report

Department City Secretary

Title

Colleyville Library Board Minutes - August 11, 2025

Attachments

1. Colleyville Library Board Minutes - August 11, 2025



CITY OF COLLEYVILLE COLLEYVILLE LIBRARY BOARD MINUTES

110 Main Street, Colleyville, Texas, 76034

MONDAY AUGUST 11, 2025 - 6:00 PM

1. CALL TO ORDER

Chair Al Cain called the meeting of the Colleyville Library Board to order at 6:01 p.m.

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

Absent: NA

2. APPROVAL OF MINUTES

June 9, 2025

A motion was made by Darrell Brown and seconded by Kay Newton to approve the June 9, 2025 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Update on the 2025 Summer Reading Program

Jack Pawlowski provided statistics on the summer reading program being the second largest one on record, the largest being last year 2024. Total numbers being down by 64 patrons due to a slight decrease in youth participation. Teens were static and an increase in adults helped keep the numbers close. Program attendance down due to school visits no longer available in the district and no big Dinosaur George attraction. Finale attendance slightly down by about 200 due to a smaller event with less attractions and Heroes Park construction. However, Director Pawlowski reported the gate count was higher at 25,322 patrons visiting the library throughout summer reading and our circulation was up 10,000 compared to last year's summer reading. It was an extremely busy and rewarding summer reading program.

3b Collection Development Policy Update

Director Pawlowski discussed the changes to the Collection Development Policy. The last formal review was in 2006 and revisions were addressed as necessary. Board member Darrell Brown asked about the percentage of materials removed from the collection. Director Pawlowski noted that the library's collection typically ranges between 70,000 and 74,000 items. About 7,000 leased McNaughton titles are reviewed and returned annually if not added to the permanent collection. Adult and Youth Services staff follow regular schedules for collection updates, and additional adjustments were made to the audio and visual materials to create space for the Maker's Space project.

3c Library Card Update and Redesign

Director Pawlowski presented the design and process for our new pre-printed library cards. The cards will come with an additional key tag. The reason for the switch to pre-printed cards was to eliminate the need for two databases. Maintaining only one database allows for a more efficient process to issue library cards inside the library and off site at outreach events. Changes to juvenile library cards are also being implemented. The Juvenile Restricted library card has been expanded to include checkout from the Young Adult collection, whereas before it only limited DVD access. The other option available to parents is a full access card with no restrictions. Parents will still need to implement any digital restrictions they deem fit for their family. Discussion on the City creating one card that could be used for the Library, Senior Center and Recreation Center was had.

3d Library Advisory Board Meeting Dates

Starting September 1, new laws passed with the agenda posting deadline of three business days versus 72 hours. Director Pawlowski proposed moving the board meeting from the second Monday to the third Monday. Some statistics cannot be generated until the second of the month which inhibits when statistics can be compiled in time for the meeting. The plan is to schedule meetings three times annually, in April, August, and December, to coincide with programming cycles. Director Pawlowski asked the board if moving from meeting six times per year to three times per year coinciding with programming cycles would be agreeable. Three meetings would be guaranteed with any additional meetings added as necessary, and the Advisory Board agreed.

3e Approval to use the Voluntary Library Fund in Fiscal Year 2026, for purchase of library materials, materials processing supplies, and library programs, in an amount not to exceed \$195,000

Director Pawlowski requested funds of up to \$195,000 for physical and digital material acquisitions, databases, Newsbank, Cloud Library, Flipster, Hoopla and other platforms. There was discussion about the water bill verbiage for the voluntary opt in of \$4.00 and where those funds are allocated. It was noted that \$2.00 goes

to the library and \$2.00 goes to the Recreation department, and verification of the actual wording will be discussed with the Finance department.

Discussion continued, including spending allocations to different funds, investments on funds and special project requests. Kay Newton made a motion to approve the use of funds not to exceed, with a second by Molly Skinner. The motion was approved.

3f Discussion of Items for Future Agendas

Wanda Cotter inquired about the Maker's Space progress. Physical modification of the room is being completed. Equipment coming in mid-September with training and policy planned for October and November. Marketing strategies will include a ribbon cutting, e-blast on social media, city videos, and e-news. Al asked if there would be a quilting machine, however at this point there is no space allocated or available for that size equipment. If demand changes, the space could be reconfigured to accommodate different needs

4. REPORTS

4a Librarian's Report

A. Monthly Statistics

Director Pawlowski noted the circulation statistics were up, while program attendance was strong but down a bit. Pre-k programs have taken some of our younger program attendance. Those offerings are less but we do have more adult, teen and tween programs. However, those are once per month as opposed to one to two times per week.

B. Donations

The library received a donation of \$100 from the Colleyville Garden Club to purchase gardening books.

C. Library Programs

Fall registration opens on August 25th with programs starting on September 2nd. Most programs are live in the calendar and will be completely done this week. We advertise programs on social media and utilize Peach Jar to target parents and students in GCISD. An e-blast will go out with programming opportunities including Senior Saturdays, Teen Dungeons and Dragons, and Story Times. Story Time on the Plaza is scheduled for the month of September which will end with a butterfly release and craft on the 29th. We have adult craft, gardening and health classes going on

from September through November. Al Cain asked about the number of inactive library cards and Director Pawlowski explained that any card expired more than three years is purged from the database every April. Volunteer hours were good with NCL working the summer reading program kickoff, prize room, and the finale. Teen shelving is consistently good, with adult volunteering good as well.

4b Friends of the Colleyville Public Library Report

Kay Newton discussed new officers voted in with Joan Roberts as new President. Ice cream sales after Thursday performers was successful. The Friends did not sell popcorn or water at the finale this year. The Friends will regroup in September.

4c Colleyville Public Library Foundation Report

Denise Light discussed Thursday, September 18th North Texas Giving Day opportunity. Denise will work on advertising and the library will assist.

5. ADJOURNMENT

A motion was made by Kay Newton and seconded by Darrell Brown to adjourn the meeting of the Colleyville Library Board at 7:01 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 15th DAY OF DECEMBER 2025.

Minutes taken and prepared by:



Dina Bayles
Library Outreach and Program Coordinator

RESOLUTION R-26-5109

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 6, 2026**

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 6TH DAY OF JANUARY 2026.

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