



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, APRIL 7, 2026

**WORKSESSION
5:00 PM
CITY COUNCIL CHAMBERS
THIRD FLOOR**

CALL TO ORDER

- WS-1** Presentation by Alliance for Children and recognition of Child Abuse Prevention Month
- WS-2** Discussion of Assisted Living Facilities Regulations
- WS-3** Discussion of potential golf cart regulations
- WS-4** Discussion of the April 7, 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: Pastor Brooks Talbott, Compass Church
PLEDGE OF ALLEGIANCE: City Attorney**

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-26-5132**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5133**
 - 4a** Approval of the March 10, 2026 City Council minutes
 - 4b** Approval of the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to include additional scope for the Cheek-Sparger/Bedford Road Roundabout Project, in an amount not to exceed \$47,000, and authorizing the City Manager to execute the Amendment
 - 4c** Approval of a Construction Agreement with C. Green Scaping, LP, for the FY25 Green Ribbon Project, in an amount not to exceed \$895,887.80, and a contingency amount not to exceed \$90,000.00, and authorizing the City Manager to execute the Agreement
- 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 5a Ordinance O-26-2362**

Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations, which includes edits throughout the section, Case GC26-003
- 6. RESOLUTION(S): READING AND PUBLIC HEARING**
 - 6a Resolution R-26-5134**

Consideration of a variance to the provisions of Section 3.24.G Schedule of District Regulations of the Land Development Code on Lot 2, Block 1, of the Foreman's Landing subdivision, zoned R-40 Single-Family Residential, located at 4006 Amelia Court, Case VC26-003
 - 6b Resolution R-26-5135**

Consideration of a variance to the provisions of Section 5.8(B) of the Land Development Code on Lot 1, Block 1, Marvin Babb Addition, and zoned R-20 Single-Family Residential, located at 114 Glade Road, Case VC26-004
- 7. CITIZEN COMMENTS**

8. REPORTS

January 13, 2026 Sign Board of Appeals Minutes
February 9, 2026 Planning and Zoning Commission Minutes

9. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, APRIL 7, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5137

10. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Wednesday, April 1, 2026*, 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 4/7/2026

Type Worksession

Department City Secretary

Title

Presentation by Alliance for Children and recognition of Child Abuse Prevention Month

Explanation

Ms. Virginia Jackson, MDT Coordinator, Alliance for Children, will provide an overview of services and address Child Abuse Prevention Month.

Attachments

1. Alliance For Children presentation



ALLIANCE

FOR CHILDREN

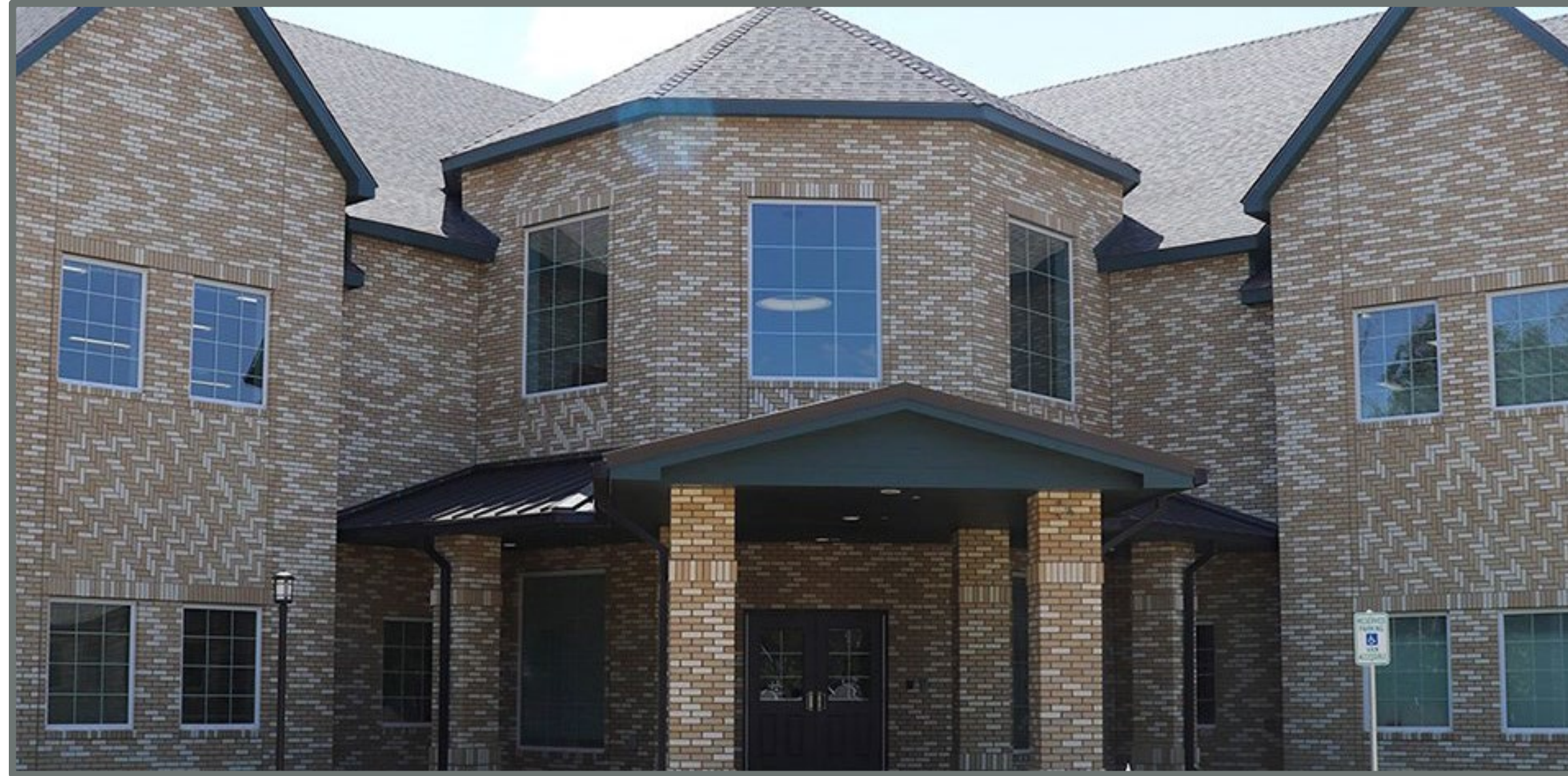
A Children's Advocacy Center

OUR MISSION



The mission of Alliance For Children is to protect Tarrant county children from child abuse through **teamed investigations, healing services, and community education.**

Arlington Investigative Center



Arlington Clinical Center



Northeast Center



Fort Worth Center



TEAMED INVESTIGATIONS



Multidisciplinary Team Response
Required :

Texas Family Code Sec.264.4061

WHY: MINIMIZE TRAUMA FOR VICTIMS AND FAMILIES AND BETTER OUTCOMES FOR JUSTICE AND CHILD SAFETY

SPECIALIZE IN CASES INVOLVING:

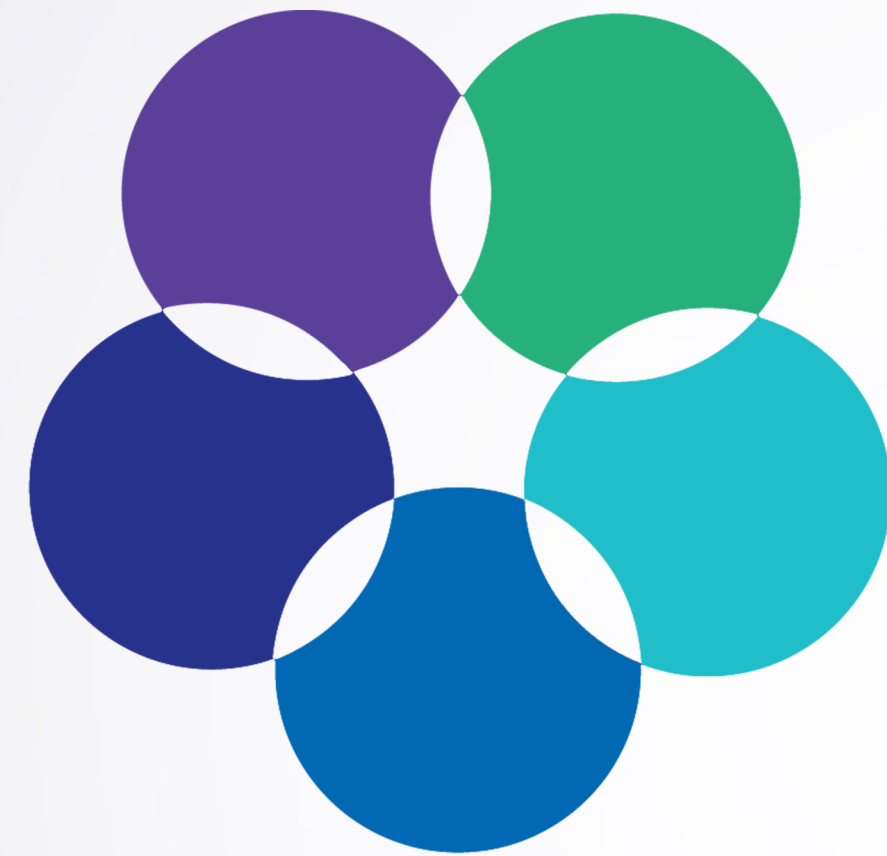
- Severe Physical Abuse
 - Child Fatalities
- Children who have witnessed a violent crime
 - Sexual Abuse
- Child Sex and Labor Trafficking

FORENSIC INTERVIEW

- Recorded interview - elicit child's unique information when concerns of possible **abuse** or child **witnessed** violence.
- FI conducted in supportive and **non-leading** manner by a trained professional.
- Interviews observed by representatives of agencies involved in investigation.



HEALING SERVICES



**Family Advocate
Program**



**Clinical Services
Program**

****All services are provided at no cost to the family****

In 2025,

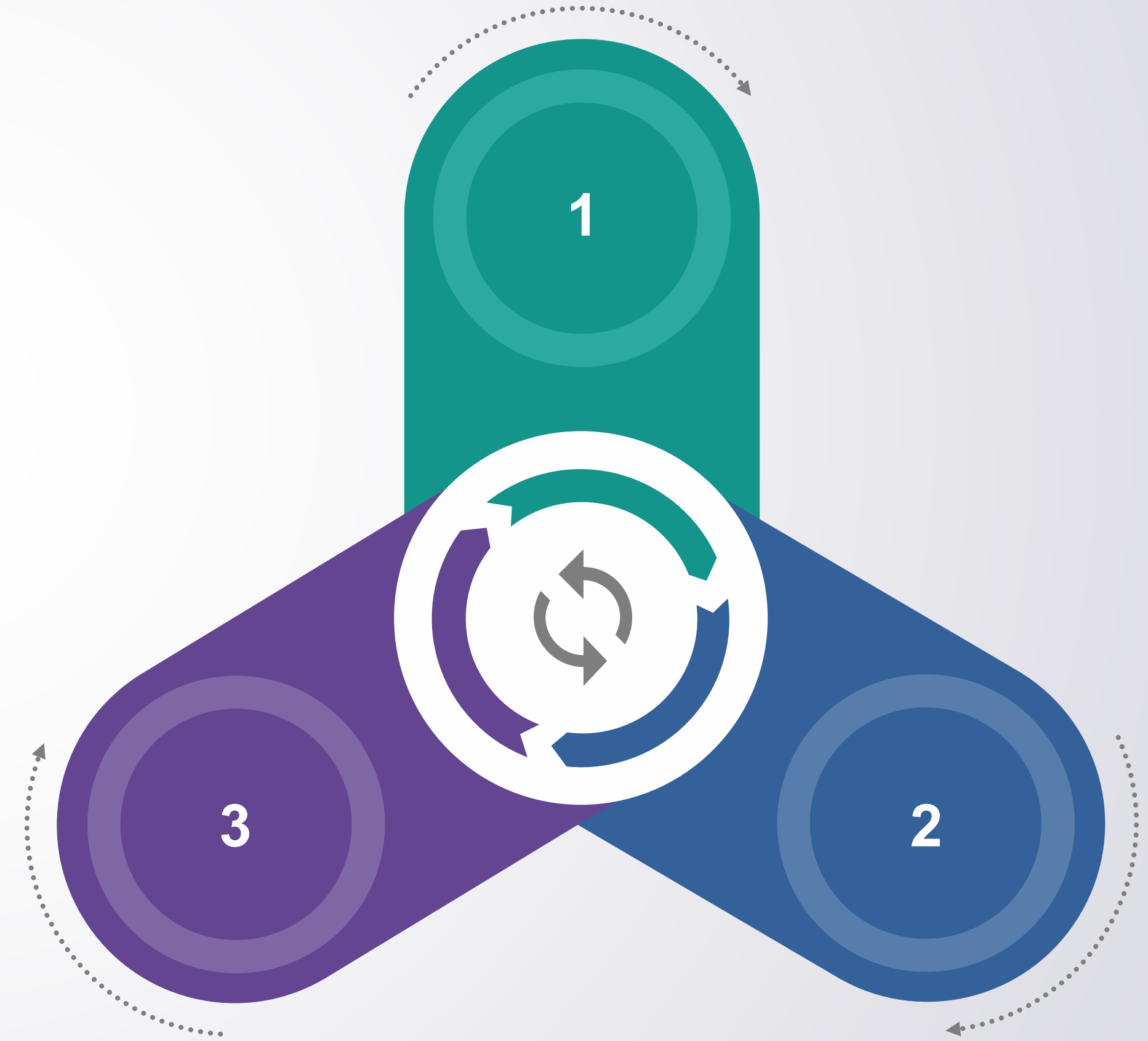
4,592 Children were confirmed victims of child abuse.

Alliance For Children served **2,281** clients as part of a child abuse investigation.

COMMUNITY EDUCATION

EMPOWERING ADULTS AND CHILDREN TO PREVENT CHILD ABUSE

- 1 Children
- 2 Professionals
- 3 Parents/Caregivers



THANK YOU!



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 4/7/2026

Type Worksession

Department City Council

Title

Discussion of Assisted Living Facilities Regulations

Explanation

This item provides for a presentation from the City Attorney and the opportunity for citizen interaction regarding assisted living facility regulations and facilities within the City.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 4/7/2026

Type Worksession

Department City Manager

Title

Discussion of potential golf cart regulations

Explanation

This agenda item provides for a discussion of potential golf cart regulations.

Attachments

1. Golf Cart Regulations Discussion Presentation

Discussion of Potential Golf Cart Regulations

City Council Worksession
April 7, 2026



- City Attorney provided a presentation on legal ability to regulate golf carts at the February 3, 2026 Worksession
- City Council expressed interest in
 - Discussing the topic further
 - Looking at the Trophy Club ordinance as a starting point, with some potential changes
- This presentation offers potential regulations for the City Council to consider and discuss

WHAT

- **Motorized Cart or Cart** – [Allow, but regulate] - Electric or gasoline powered carts, commonly referred to as golf carts, and have a top speed of less than twenty (20) miles per hour on a paved level surface. Specifically excludes motorized conveyances commonly referred to as Low Speed Vehicles (LSV's), Neighborhood Electric Vehicles (NEV's), ATVs, four-wheelers, mules, gators, and go-carts.
- **ATV and Similar Vehicles** – [Do not allow] - Motorized conveyances commonly referred to as ATVs, four-wheelers, mules, gators, go-carts, and any similar gas powered conveyance on a public roadway
- **Low Speed Vehicle and Neighborhood Electric Vehicles** – [Allow as authorized by the Transportation Code if registered as a motor vehicle.] LSVs/NEVs are larger than golf carts, but smaller than most passenger vehicles, and have a top speed of 35 mph. If operated on City streets, LSV's and NEV's shall be required to meet all State and Federal safety standards and be registered as motor vehicles in accordance with the Texas Transportation Code.

WHO

- Operators must have a valid Texas drivers license (age 16+) & liability insurance
- Authorized City personnel may operate a motorized cart, ATV or similar vehicle, LSV, or NEV when acting in an official capacity for City business

HOW

- Operators must obey all state and local traffic and parking laws, and may be ticketed for violations
- Operation restricted to daylight hours
- Various safety equipment required (ex. headlamps, tail lamps, side reflectors, stop lamps, parking brake, side mirrors, horn, windshield) + license plate
- Number of passengers may not exceed the seating capacity, and all passengers must be seated
- Entitled to use full lane of a street; no operation between lanes or traffic or adjacent lines or rows of vehicles
- No overtaking and passing in the same lane occupied by the vehicle being overtaken
- Motorized carts must be parked in the same manner and at the same places designated for the parking of motor vehicles

WHERE

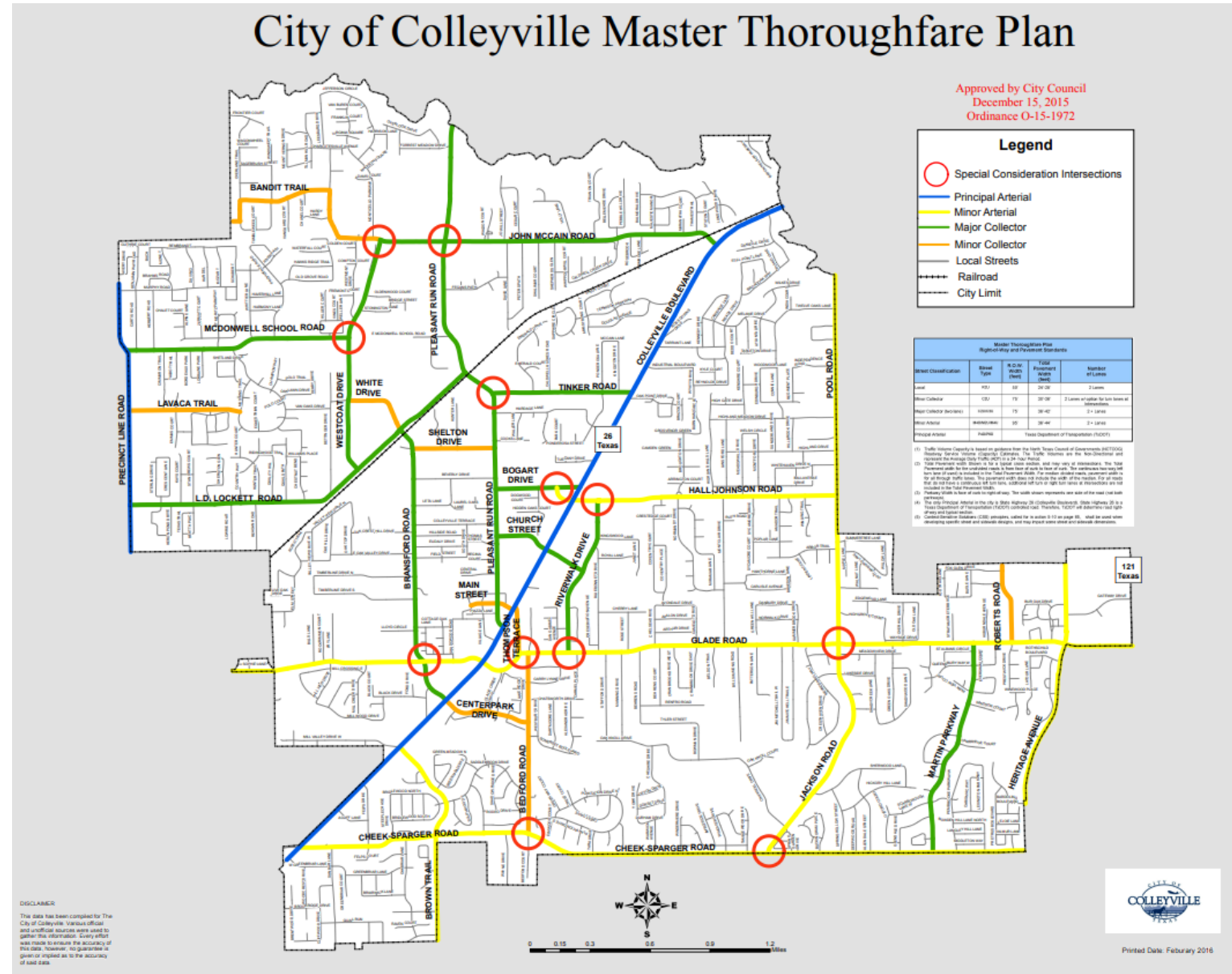
- Carts may not be operated on walking/jogging paths or sidewalks
- Only on streets with a max speed of 35, a maximum of two lanes, and not a designated state or federal highway
- Specific major roads are prohibited [could use a map to indicate prohibited roads]
- May not be used to drive to commercial destinations [??]
- Carts may be operated within a private or gated community (no City owned streets; no City traffic enforcement) if approved by the neighborhood [??]
- A driver operating a motorized cart may cross an intersection including
 - A road or street that has a posted speed limit of more than thirty-five (35) miles per hour as authorized by the Texas Transportation Code, as amended
 - A multi-lane street (more than one lane in each direction) only at an intersection controlled by an official traffic control device which stops traffic from all directions

Potential Regulations



WHERE con't

- Prohibit on any arterial or collector roads (those in colors)
- Allow on local streets only (shown in black)



Legal Background

[Council Worksession 2.3.26]

- In cities that do not have a golf cart ordinance, their use is governed by Texas Transportation Code section 551.403.
- Golf carts may be operated:
 - In a master planned community for which the county or municipality has approved one or more plats, on roads and highways for which the posted speed limit is not greater than 35 miles per hour; and
 - On a highway for which the posted speed limit is not more than 35 miles per hour, but only during the daytime and not more than five miles from the location where it is usually parked for golf course transportation.
- The Texas Attorney General has ruled that this provision is for transportation to and from a golf course.

The Texas Supreme Court has defined “Master Planned Community” as follows:

- **Master planned communities** are typically residential developments zoned as planned unit developments with a homeowners’ association to maintain common area improvements and to enforce other covenants and restrictions after the initial development stage. The owners of the individual units hold title to the unit, but the association holds title to the common amenities. Membership in the association is mandatory for all owners of individual units.

Parkway v. Woodruff, 901 S.W. 2d 434, 440 (TEX 1995)

- The Texas DMV does not title and register golf carts, but if one is to be used according to 551.403 on city streets, then it must have a golf course license plate obtainable from the local tax assessor's office.
- The Texas DMV also requires golf carts operated on city streets to have the following equipment:
 - Head and tail lamps;
 - Reflectors;
 - Parking brake;
 - Mirrors.

- Texas Transportation Code section 551.404 provides authority for the governing body of a municipality to regulate the operation of golf carts on highways that are:
 - Within the corporate boundaries of the municipality;
 - Have a posted speed limit of not more than 35 MPH.

Examples of Local Ordinances: Comparator Cities

City	Regulates Golf Carts	Notes on Regulations
Southlake	Yes	<ul style="list-style-type: none"> • Only on streets with a max speed of 35 • Operators must have valid drivers license and insurance • Operation restricted to daylight hours • License plate required • All passengers must be seated
Grapevine	No	
Keller	Yes	<ul style="list-style-type: none"> • Only on street with a max speed of 35 • Specific major roads are prohibited • Limited to daylight operation • May not used to drive to commercial destinations except for golf courses • Various safety equipment required • Drivers must have valid drivers license and insurance • Cannot be operated on sidewalks
North Richland Hills	No	
Bedford	Yes	<ul style="list-style-type: none"> • Only on street with a max speed of 35 • Operator must have valid drivers license and insurance • Operation limited to daytime operation • Requires various safety equipment • Cannot be operated on sidewalks

Examples of Local Ordinances: Comparator Cities

City	Regulates Golf Carts	Notes on Regulations
Eules	No	
Hurst	No	
Trophy Club	Yes	<ul style="list-style-type: none"> • Only on streets with a max speed of 35, a maximum of two lanes, and not a designated state or federal highway • Operators must obey all state and local traffic and parking laws, and may be ticketed for violations • Valid Texas drivers license required • Carts may not be operated on walking/jogging paths or sidewalks • Number of passengers may not exceed the seating capacity, and all passengers must be seated • Liability insurance is required • Various safety equipment required
Frisco	Yes	<ul style="list-style-type: none"> • Only on streets with a max speed of 35 • Operators must have valid drivers license and insurance • Operator must comply with all state, local, and federal laws • All passengers must be seated in a seat designed to hold passengers • Various safety equipment required

Staff seeks direction from Council on next steps

Possible direction includes:

1. Continue to allow golf cart operation only in conformance with Section 551.403 of the Transportation Code
2. Direct staff and legal to prepare proposed local regulations governing use of golf carts within neighborhoods and/or other public roads
3. Bring this topic back for further discussion at a future worksession

Questions?





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 4/7/2026

Type Worksession

Department City Secretary

Title

Discussion of the April 7, 2026, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 4/7/2026

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-26-5132

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF APRIL 7, 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 7TH DAY OF APRIL 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

RESOLUTION R-26-5133

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF APRIL 7, 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 March 10, 2026, City Council minutes
 - b. Approval of the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to include additional scope for the Cheek-Sparger/Bedford Road Roundabout Project, in an amount not to exceed \$47,000, and authorizing the City Manager to execute the Amendment
 - c. Approval of a Construction Services Agreement with C. Green Scaping, LP, for the FY25 Green Ribbon Project, in an amount not to exceed \$895,887.80 and a contingency amount not to exceed \$90,000.00, and authorizing the City Manager to execute the Agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 7TH DAY OF APRIL 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, MARCH 10, 2026

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, March 10, 2026, at 5:30 p.m.

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

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Finance Director Cassie Smith, Public Works and Parks and Recreation Director Lisa Escobedo, Parks and Recreation Manager Krissy Crosier, City Engineer Larry Wright, Capital Projects Program Manager Elijah Dorminy, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Update and discussion on the Voting Center/Recreation Center Splash Pad and Playground Project

Assistant City Manager Mark Wood presented this item and noted members of the Parkhill team, the City's consultant, were present. Manager Wood stated this proposed project is not a bond program but is an exciting opportunity to expand the use of land for our citizens. He presented a site plan, exterior building elevations, the splashpad and playground area, and reviewed anticipated probable costs.

City Council stated they were happy with the planned project, but asked staff to look into adding shade structures, picnic tables, and expanding the size of the splash pad.

WS-2 Community Development Department update

Community Development Director Ben Bryner presented this item. He reviewed the structure of the department, noting within the department there is the planning division and building inspections. Director Bryner provided a historical and current analysis of the entire department's activities.

WS-3 Discussion of the March 10, 2026, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:06 p.m. and called the Executive Session to order.

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

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

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

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

Section 551.089 - Deliberation regarding security devices or security audits

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

Mayor Lindamood called the regular meeting of the City Council to order at 7:03 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: Mayor Bobby Lindamood
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-26-5126

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-26-5127

- 4a** Approval of the March 3, 2026 City Council minutes
- 4b** Approval of an amendment to the Northeast Fire Department Association (NEFDA) Interlocal Agreement to provide participation by the Dallas Fort Worth International Airport Board (DFW Airport), and authorizing the City Manager to execute the Agreement
- 4c** Approval of a Construction Services Agreement with La Banda, LLC, for the Pecan Park Phase II Water Project, in an amount not to exceed \$1,447,385.00 and a contingency amount not to exceed \$145,000.00, a materials testing amount not to exceed \$55,930.00, and authorizing the City Manager to execute the agreement
- 4d** Approval of an Interlocal Agreement with the City of Euless for the Heritage Avenue Bridge Replacement and Right Turn Lane Extension at Cheek-Sparger Road Improvement Project, and authorizing the City Manager to execute the agreement
- 4e** Approval of amendment one to the Professional Services Agreement with CSRS, LLC, to include additional scope for the Heritage Avenue Right Turn Lane Extension Project, in an amount not to exceed \$10,500, and authorizing the City Manager to execute the agreement

Mayor Lindamood read Resolution R-26-5127 in its entirety.

Fire Chief Mark Cantrell presented item 4b.

City Engineer Larry Wright presented item 4c.

Public Works Director Lisa Escobedo presented items 4d. and 4e.

There was general discussion regarding the City's positive involvement with NEFDA, and the staff working to obtain grants and moving forward with Pecan Park and the roadway improvements for Heritage Avenue.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Pro Tem Elder made a motion to approve Resolution R-26-5127, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - February 2026

Mayor Lindamood stated in the interest of time as a storm is moving in, the Financial Report will not be given but has been reviewed by City Council.

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

6a Ordinance O-26-2359

Consideration of a rezoning from R-40 Single-Family Residential and R-20 Single-Family Residential to R-40 Single-Family Residential on Tracts 4M and A328 TR 2V, Abstract 1518, David R. Teeter Survey, located at 2200 Oak Knoll Drive, Case ZC26-002

Mayor Lindamood read the caption of Ordinance O-26-2359.

Community Development Director Ben Bryner presented the request to rezone the property to R-40 Single-Family Residential to create one contiguous zoning designation. He noted the City Council had asked the applicant to consider RE Estate Residential zoning and the applicant has agreed to seek the RE Single-Family 'Estate' Residential, however applicant's request for a minor plat with waiver, would be greater in the RE zoning.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Bobby Lindamood made a motion to approve Ordinance O-26-2359, amending the zoning to RE Single-Family Estate Residential, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

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

6b Ordinance O-26-2360

Consideration of a Special Use Permit for massage therapy use on Lot 3R1, Block 1, Felps, Andy Addition, located at 3919 Colleyville Boulevard, Case ZC26-001

Mayor Lindamood read the caption of Ordinance O-26-2360.

Community Development Director Ben Bryner presented the request for a SUP for massage therapy use.

Mayor Lindamood noted the application has gone through a thorough review and there were no concerns.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Graves made a motion to approve Ordinance O-26-2360, 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.

6c Ordinance O-26-2361

Consideration of a Special Use Permit for an accessory building on Lot 6, Block 7, Oak Crest Hills, located at 205 Oak Crest Hill Drive, Case ZC26-003

Mayor Lindamood read the caption of Ordinance O-26-2361.

Community Development Director Ben Bryner presented the SUP request for an accessory building.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Raine made a motion to approve Ordinance O-26-2361, seconded by Councilmember Graves.

The motion was approved by the following vote:

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

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-26-5128

Consideration of a minor plat, with a waiver, for proposed Lot 1, Block 1, Engelman Addition, being Tracts 4M and A328 TR 2V, Abstract 1518, David R. Teeter Survey, located at 2200 Oak Knoll Drive, Case PC26-001

Mayor Lindamood read Resolution R-26-5128 in its entirety.

Community Development Director Ben Bryner presented this item and noted the waiver if for lot width on the property the City Council approved for RE Single Family-Residential under Ordinance O-26-2359.

There was no discussion.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Alphonso made a motion to approve Resolution R-26-5128, 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.

7b Resolution R-26-5129

Consideration of a variance to the rear yard setback, lot coverage, and impervious coverage regulations of the PUD-R Planned Unit Development – Residential zoning district on Lot 13, Block 11, of the Saddlebrook Addition, located at 4005 Inwood Lane, Case VC26-001

Mayor Lindamood read Resolution R-26-5129 in its entirety.

Community Development Director Ben Bryner presented the request for a variance to the rear yard setback, lot coverage, and impervious coverage regulations which would allow the applicant to remodel and build an addition to the home. He noted the proposed variance would reduce the rear setback from 25 feet to 12 feet-8 inches, and the maximum lot coverage amount allowed per the Land Development Code is 30%, the maximum impervious coverage allowed is 60%, and the proposed variance would increase the lot coverage amount to 36% and the impervious coverage to 72%.

Applicants Rick and Kathy Rawlings came forward and gave an overview of their intended improvements to the home.

There was discussion of the set back and recalculations of impervious coverage if any of the additions were scaled back.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Holt Gunderson made a motion to approve Resolution R-26-5129, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

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

Nays: 2 - Mayor Bobby Lindamood and Deputy Mayor Pro Tem Scotty Richardson.

7c Resolution R-26-5130

Consideration of a variance to the lot size (area and width) regulations of the R-10 Single Family Residential zoning district on Lot 13R, Block 1, of the Bettinger Place Addition, located at 6313 Bettinger Drive, Case VC26-002

Mayor Lindamood read Resolution R-26-5130 in its entirety.

Community Development Director Ben Bryner presented the variance request to lot size regulations to build a single-family dwelling. He stated Section 3.12(F) of the Land Development Code, states all properties with R-10 zoning shall conform to the standards of the R-20 Single-Family Residential zoning district which is lot area of 20,000 square feet and lot width of 100 feet. This property has a lot area of 16,091 square feet and width of 74.8 feet, therefore a waiver is being sought.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Lindamood made a motion to approve Resolution R-26-5130, seconded by Mayor Pro Tem Elder.

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.

8. CITIZEN COMMENTS

There was no one present wishing to speak.

9. RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 10, 2026 - READING AND PUBLIC HEARING - RESOLUTION R-26-5131

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:09 p.m.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 4/7/2026

Number Resolution R-26-5133

Type Resolution

Department Public Works

Title

Approval of the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., to include additional scope for the Cheek-Sparger/Bedford Road Roundabout Project, in an amount not to exceed \$47,000, and authorizing the City Manager to execute the Amendment

Explanation

Reading and Public Hearing

This item is for the consideration and approval of an amendment to increase the existing Professional Services Agreement with Kimley-Horn and Associates, Inc., by \$47,000.00, to account for revisions to the original contract scope. The additional scope includes the revision of the construction documents, OPCC, and specifications to account for the relocation of a waterline.

Financial Impact

The funding source for this project is the Capital Projects fund. The original cost for the design of the Cheek-Sparger/Bedford Road Roundabout project was \$152,000.00. If approved, this would increase the design contract by \$47,000.00, for a total not to exceed design cost of \$199,000.00.

Recommendation

Approve

Attachments

1. First Amendment

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Kimley Horn and Associates, Inc.**, (“Professional”) as of the Effective Date.

WHEREAS, City and Professional previously entered into a Professional Services Agreement effective February 1, 2025, (“the Agreement”); and

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

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

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the revisions to the Project scope contained in Contract Amendment #1 attached hereto and incorporated herein as Exhibit A to this First Amendment.
2. The total compensation amount stated in Section 6(a) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of One Hundred Ninety-Nine Thousand Dollars (\$199,000.00).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement remain in full force and effect without amendment.
4. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on _____.

City of Colleyville, Texas

By: _____
Jerry Duca, City Manager

SIGNED AND AGREED by Professional on _____.

Kimley Horn, Inc.

By: _____
Bradley J. Hill
Regional Contract Lead

EXHIBIT A

Contract Amendment #1
Revised Scope of Services

(attached)

EXHIBIT "A" SCOPE OF SERVICES
BEDFORD ROAD/CHEEK-SPARGER ROUNDABOUT-FINAL DESIGN

Task 2: Design

- G. The Professional will design approximately 500 linear feet of water line within the proposed roundabout and extending along Bedford Road. The design will include preparing up to two (2) plan and profile sheets of the water line and include relevant details. The Professional will include relevant pay items, technical specifications and pay item descriptions as part of the bidding package and contract documents.
- H. The Professional will address up to two (2) rounds of comments regarding the water line design for each submittal.

Task 7: Subsurface Utility Engineering (SUE)

The intent of this Task is to provide a limited scope for the initial SUE services. The Professional will coordinate with a Subsurface Utility (SUE) sub-professional, to provide Level A designation of existing utilities at anticipated conflict locations determined by the Professional. The Scope of Services includes an Allowance. Non-destructive vacuum excavation methods will be utilized to uncover existing utilities. It is anticipated that the SUE provider will also provide the necessary Traffic Control in the field for the safe and effective collection of SUE data. After in-field measure-downs have been taken the SUE provider will backfill the vacuum the test holes with appropriate material and the original surface will be restored.

Professional will perform the services in Tasks 2 and Task 7 for the lump sum fee below. Individual task amounts are informational only. Professional may reallocate budgets as needed.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed

Task 2 Design	\$ 12,000
Task 7 Subsurface Utility Engineering (SUE)	\$ 35,000
<hr/>	
Total Fee	\$ 47,000

All permitting, application, and similar project fees will be paid directly by the City. Should the City request Professional to advance any such project fees on the City's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the City.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 4/7/2026

Number Resolution R-26-5133

Type Resolution

Department Engineering

Title

Approval of a Construction Agreement with C. Green Scaping, LP, for the FY25 Green Ribbon Project, in an amount not to exceed \$895,887.80, and a contingency amount not to exceed \$90,000.00, and authorizing the City Manager to execute the Agreement

Explanation

Reading and Public Hearing

On March 4, 2025, the City Council approved Resolution R-25-5020, approving an Advance Funding Agreement (AFA) for Green Ribbon funding for the beautification of SH 26 from North of John McCain to South of Longwood Drive; SH 121 from Gateway Drive to North of Glade Road; and FM 3029 from North of Lavaca Trail to South of West McDonwell School Road. The federal and state participation for this project is a not to exceed amount of \$1,784,877.

The project includes furnishing and installing site and landscape improvements to the locations listed above; generally consisting of, but not limited to, the following:

- Parkway landscape improvements, including ornamental trees, shrubs, and ground cover; and
- Irrigation system as indicated and detailed

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on December 21, 28, 2025 and January 4, 2026. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 33 plan holders, of which were 1 architect, 1 engineer, 7 general contractors, 1 government agency, 2 manufacturers, 7 others, 1 owner, 4 plan rooms, 7 sub-contractors, and 2 suppliers.

The City received two sealed bids, which were opened and publicly read aloud on January 13, 2026.

Financial Impact

The funding sources for this project include TxDOT/Federal grant and the Tax Increment Financing (TIF) Fund.

Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Bid Tabulation

CONSTRUCTION SERVICES AGREEMENT
GREEN RIBBON FY2025 FOR SH26, FM3029, AND SH 121
(Bid #ENG-2026-002)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **C. Green Scaping, LP**, a Texas Limited Partnership, 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 Green Ribbon FY2025 for SH26, FM3029, and SH 121 (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

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

Section 3. Contract Documents

- (a) This Agreement is a part of the “Contract Documents”, which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Bid #ENG-2026-002;
 - (3) City’s written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

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

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHT HUNDRED AND NINETY-FIVE THOUSAND, EIGHT HUNDRED AND EIGHTY-SEVEN DOLLARS AND EIGHTY CENTS (\$895,887.80) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is sixty-four (64) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before sixty-four (64) calendar days following the date of City's written notice to proceed to Contractor.

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

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion

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

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend,

but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

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

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2271, 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>C. GREEN SCAPING, LP</p> <p>By: _____ Curtis J. Green Vice President</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>C. Green Scaping, LP Attn: Curtis J. Green, Vice President 2401 Handley Ederville Rd Fort Worth, Texas 76118 E: cgreen@greenscaping.com</p>

GovDox Colleyville Contract ID:
CSA_ed_April 7, 2026_Rev20230112

Green Ribbon FY2025 for SH26, FM3029, and SH 121

ID: ENG-2026-002

Bid Tabulation January 13, 2026

Item	Description	Unit	Quantity	Green Scaping		Central North Construction, LLC	
				Unit Price	Total	Unit Price	Total
1	Preparing ROW, including all incidentals, in accordance with TxDOT Standards and Specifications:	AC	1.79	\$22,970.00	\$41,116.30	\$50,000.00	\$89,500.00
2	Compost Manuf Topsoil (4"), including all incidentals, in accordance with TxDOT Standards and Specifications	SY	7,733.00	\$14.00	\$108,262.00	\$4.00	\$30,932.00
3	Irrigation System (TY I), including all incidentals, in accordance with TxDOT Standards and Specifications:	LS	1.00	\$79,000.00	\$79,000.00	\$75,000.00	\$75,000.00
4	Irrigation System (TY II), including all incidentals, in accordance with TxDOT Standards and Specifications:	LS	1.00	\$61,900.00	\$61,900.00	\$60,000.00	\$60,000.00
5	Irrigation System (TY III), including all incidentals, in accordance with TxDOT Standards and Specifications:	LS	1.00	\$68,900.00	\$68,900.00	\$70,000.00	\$70,000.00
6	Plant Material (1 Gal), including all incidentals, in accordance with TxDOT Standards and Specifications:	EA	7,034.00	\$6.00	\$42,204.00	\$8.00	\$56,272.00
7	Plant Material (3 Gal), including all incidentals, in accordance with TxDOT Standards and Specifications:	EA	1,730.00	\$14.00	\$24,220.00	\$15.00	\$25,950.00
8	Plant Material (5 Gal) including all incidentals, in accordance with TxDOT Standards and Specifications:	EA	2,215.00	\$16.00	\$35,440.00	\$20.00	\$44,300.00
9	Mulch (Bark), including all incidentals, in accordance with TxDOT Standards and Specifications:	SY	7,730.00	\$0.55	\$4,251.50	\$4.00	\$30,920.00
10	Plant Material (45 Gal) (Tree), including all incidentals, in accordance with TxDOT Standards and Specifications:	EA	61.00	\$250.00	\$15,250.00	\$500.00	\$30,500.00

Item	Description	Unit	Quantity	Green Scaping		Central North Construction, LLC	
				Unit Price	Total	Unit Price	Total
11	Steel Edging Landscape Edge, including all incidentals, in accordance with TxDOT Standards and Specifications:	LF	2,875.00	\$11.00	\$31,625.00	\$8.50	\$24,437.50
12	Concrete Landscape Edge (12" Width), including all incidentals, in accordance with TxDOT Standards and Specifications:	LF	4,719.00	\$28.00	\$132,132.00	\$45.00	\$212,355.00
15	Mobilization, including all incidentals, in accordance with TxDOT Standards and Specifications:	LS	1.00	\$24,000.00	\$24,000.00	\$44,000.00	\$44,000.00
16	Barricades, Signs, and Traffic Handling, including all incidentals, in accordance with TxDOT Standards and Specifications:	MO	3.00	\$4,460.00	\$13,380.00	\$2,000.00	\$6,000.00
17	Biodeg Erosion Control Logs (Instl) (8"), including all incidentals, in accordance with TxDOT Standards and Specifications:	LF	1,265.00	\$5.00	\$6,325.00	\$0.10	\$126.50
18	Biodeg Erosion Cont Logs (Remove) (8"), including all incidentals, in accordance with TxDOT Standards and Specifications:	LF	1,265.00	\$2.00	\$2,530.00	\$0.10	\$126.50
19	Condt (PVC) (SCH40) (2") Bore (Irrigation), including all incidentals, in accordance with TxDOT Standards and Specifications:	LF	412.00	\$34.00	\$14,008.00	\$30.00	\$12,360.00
20	Condt (PVC) (SCH40) (4") Bore (Irrigation), including all incidentals, in accordance with TxDOT Standards and Specifications:	LF	793.00	\$40.00	\$31,720.00	\$50.00	\$39,650.00
21	Loose Aggr for Groundcover (Type I), including all incidentals, in accordance with TxDOT Standards and Specifications:	CY	109.00	\$720.00	\$78,480.00	\$300.00	\$32,700.00
22	Loose Aggr for Groundcover (Type II), including all incidentals, in accordance with TxDOT Standards and Specifications:	CY	78.00	\$298.00	\$23,244.00	\$100.00	\$7,800.00

Item	Description	Unit	Quantity	Green Scaping		Central North Construction, LLC	
				Unit Price	Total	Unit Price	Total
23	Portable Changeable Message Sign, including all incidentals, in accordance with TxDOT Standards and Specifications:	DAY	270.00	\$90.00	\$24,300.00	\$10.00	\$2,700.00
Sub Totals					\$862,287.80		\$895,629.50
Alternate One Year Plant and Irrigation Maintenance							
13	Plant Maintenance, including all incidentals, in accordance with TxDOT Standards and Specifications:	MO	12.00	\$1,800.00	\$21,600.00	\$1,950.00	\$23,400.00
14	Irrig Sys Oper and Maint (Sch A), including all incidentals, in accordance with TxDOT Standards and Specifications:	Mo	12.00	\$1,000.00	\$12,000.00	\$850.00	\$10,200.00
Sub Total Maintenance					\$33,600.00		\$33,600.00
Grand Total					\$895,887.80		\$929,229.50



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 4/7/2026

Number Ordinance O-26-2362

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations, which includes edits throughout the section, Case GC26-003

Explanation

First Reading and Public Hearing

Staff has prepared an amendment to the Land Development Code Chapter 3, Land Use, which would amend the District Regulation Notes within Section 3.24(F) and Section 3.24(G). The proposed language states lot coverage may be exceeded by up to four percent (4%) for detached, accessory structures open on at least two (2) sides. The structures shall maintain compliance with the regulations for accessory buildings within Section 3.27.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendment at their March 9, 2026 meeting by a vote of 7-0.

Attachments

1. Proposed Chapter 3 Amendment
2. Proposed Schedule of District Regulations
3. Ordinance O-26-2362

- f. A letter of permission shall be provided by the property owner stating that the temporary batch plant will be used to provide concrete/asphalt for the same site where it is located and no other project(s). The letter must also state that the site will be left in good or better condition.
- g. The application must state the amount of time that the temporary batch plant will be in operation. The permit duration shall not exceed 30 days from the date of issuance. The Administrative Official may extend the permit for an additional 30 days with good cause. Only one permit may be issued for a given parcel of property within a 12 month period.
- i. The Public Works Director shall determine if additional materials testing is required and may determine the testing personnel required. Any cost of testing shall be paid by the applicant.
- j. The batch plant shall not be used as a batching facility for any other site other than the site on which it is located and no concrete, asphalt and/or any raw materials may be sold from said plant.
- k. Any appeal or waiver from the requirements of this section shall require final approval by the City Council.

E. Outdoor Storage; Screening and Hours of Operations

Zoning Districts		Outdoor Storage Allowed	Screening Requirements Adjacent to Single Family	Hours of Operation
CPO	Professional Office Commercial	No	8'	Daytime only
CN	Neighborhood Commercial	No	8'	Daytime only
CC1	Village Retail	No	8'	24 hours
CC2	Shopping Center	No	8'	24 hours
CC3	Highway Commercial	Yes	8'	24 hours
ML	Light Manufacturing - Industrial	Yes	8'	24 hours

F. District Regulation Notes

- A. To achieve the “urban village” design, front yards may be varied to as little as 10’ from the front property line if required parking is setback not less than forty feet (40’) from the front property line.
- B. Where abutting a lot zoned or used for residential purposes (RE through MH) there shall be a twenty-five (25’) foot side yard.
- C. Side or rear yards not required where no windows or other openings for light or entry face the yard, and not adjacent to single family.
- D. Where abutting a lot zoned or used for residential purposes (RE through MH) there shall be a twenty-five (25’) foot rear yard.
- E. The lot coverage may be exceeded by up to four percent (4%) for detached, accessory structures open on at least two (2) sides. The structures shall maintain compliance with the regulations for accessory buildings within Section 3.27 of this chapter.

SECTION 3.24.G – SCHEDULE OF DISTRICT REGULATIONS

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

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

Zoning Districts Classification	Minimum Lot Size Requirements				Max. Lot Size	Minimum Yard Requirements**			Max. Building Height		Max. Lot Coverage Percent	Max. Impervious Coverage Percent
	Area (sq. ft.)	Per Family	Min. Width in feet	Min. Depth in feet		Front/Street ROW Side (feet)	Internal Side (feet)	Rear (feet)	Stories	Feet		
AG Agricultural	130,880	130,880	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%
RE S.F. "Estate" Residential	80,000	80,000	200	300	n.a.	40'	25'	40'	2.5	35'	20% (E)	50%
R-40 Single Family Residential	40,000	40,000	150'	150'	n.a.	40'	15'	25'	2.5	35'	20% (E)	50%
R-30 Single Family Residential	30,000	30,000	125'	125'	n.a.	35'	10'	25'	2.5	35'	25% (E)	55%
R-20 Single Family Residential	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%
R-15 Single Family Residential	15,000	15,000	100'	125'	n.a.	30'	10'	25'	2.5	35'	30% (E)	60%
R-D Two Family Residential	4,000	8,000	70'	115'	n.a.	25'	10'	25'	2.5	30'	50%	60%
R-MF Multi-Family Residential (zoned after June 16, 1961)	2,700	18,000	70'	115'	n.a.	25'	10'	25'	2.0	30'	50%	80%
R-MF Multi-Family Residential (zoned before June 16, 1961)	1,500	10,000	70'	115'	n.a.	25'	10'	25'	3.0	30'	75%	80%
MH Mobile Home (Minimum size of mobile home park - 40 spaces)	20,000	20,000	100'	125'	n.a.	30'	10'	25'	2.5	30'	30%	40%
C-PO Professional Office Commercial	n.a.	7,200	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%
CN Neighborhood Commercial	n.a.	10,000	100'	120'	1 acre	40'	15' (B/C)	10' (C/D)	2.0	35'	40%	80%
CC1 Village Retail	n.a.	15,000	150'	120'	5 acres	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	50%	80%
CC2 Shopping Center	n.a.	20,000	150'	120'	none	40' (A)	15' (B/C)	10' (C/D)	2.0	35'	60%	80%
CC3 Highway Commercial	n.a.	10,000	150'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	70%	80%
ML Light Manufacturing	n.a.	10,000	100'	120'	none	40'	15' (B/C)	10' (C/D)	2.0	35'	60%	80%

* All regulations may vary when above districts are used as a base district for a PUD.

** All required building lines shall adhere to the minimum yard requirement of the applicable zoning district for the property per Section 3.24.6- Schedule of District Regulations regardless of any setbacks shown on a plat unless a documented plat waiver has been approved.

ORDINANCE O-26-2362

AN ORDINANCE AMENDING CHAPTER 3, SECTION 3.24(F) DISTRICT REGULATION NOTES AND SECTION 3.24(G) SCHEDULE OF DISTRICT REGULATIONS, OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville approved Ordinance O-00-1214 on April 18, 2000, adopting the Land Development Code; and

WHEREAS, the City of Colleyville desires to amend Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations of the Land Development Code; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing.

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

- Sec. 1. THAT *Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations* of the Land Development Code is hereby amended and replaced in its entirety as attached.
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

- Sec. 4. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 5. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 7th day of April 2026.

The second reading and public hearing being conducted on the 21st day of April 2026.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 21ST DAY OF APRIL 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 L. Wyatt
City Attorney

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CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 4/7/2026

Number Resolution R-26-5134

Type Resolution

Department Community Development

Title

Consideration of a variance to the provisions of Section 3.24.G Schedule of District Regulations of the Land Development Code on Lot 2, Block 1, of the Foreman's Landing subdivision, zoned R-40 Single-Family Residential, located at 4006 Amelia Court, Case VC26-003

Explanation

Reading and Public Hearing

Andrew Winborn, the applicant, has submitted a request for variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code for the front yard setback regulation in the R-40 Single-Family Residential district.

Requested Variance: The applicant is requesting a variance to the front yard setback regulation prior to the construction of a single-family home. The request would reduce the front setback from 40 feet to approximately 20 feet. 40 feet is the required front setback in the R-40 zoning district.

Existing Conditions/Background: The subject property, 4006 Amelia Court, is zoned R-40 Single Family Residential and is undeveloped. It is located north of the intersection of Oak Knoll Drive and Jackson Road.

Plat Status: The subject property is platted as Lot 2, Block 1, Foreman's Landing.

DRC Review: The Development Review Committee reviewed the request during their October 20, 2025, meeting and the case was scheduled for the April 7, 2026, City Council meeting.

Surrounding Development: The properties to the north, south, east, and west are zoned R-40 Single-Family Residential. The properties to the north and west are improved with single-family homes and the properties to the south and east are undeveloped.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for residential development. The proposed request for a residential development 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 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.

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Notification Map
7. Notification Letter
8. Resolution R-26-5134

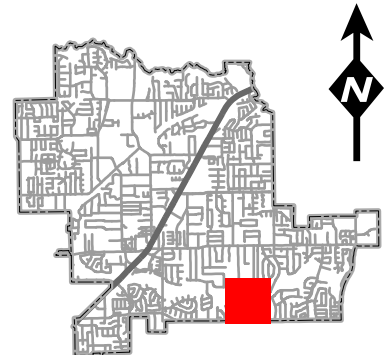
Aerial Map



VC26-003

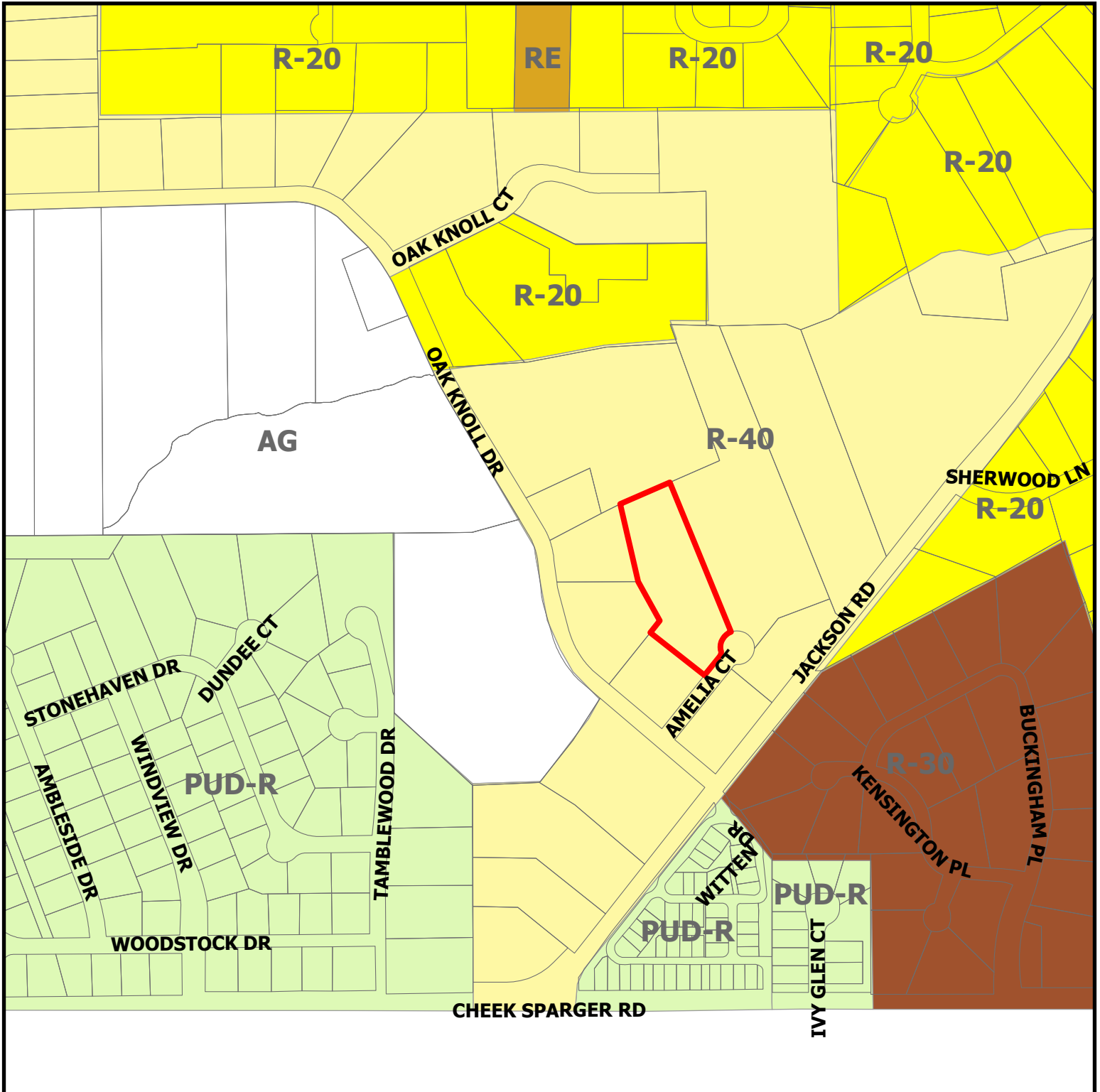
4006 Amelia Court

 Subject Property



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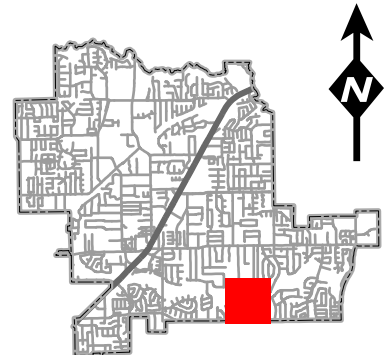
Zoning Map



VC26-003

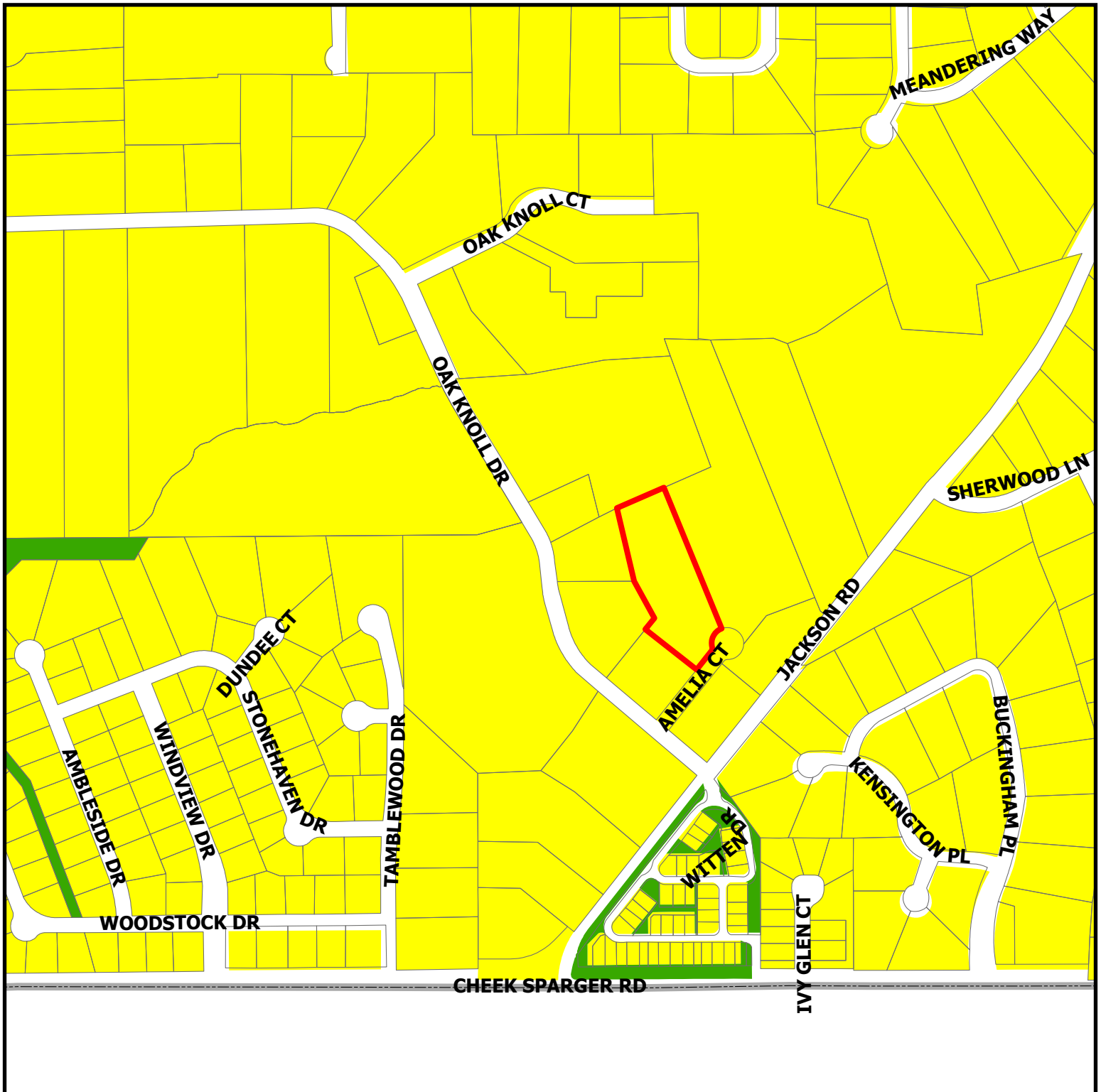
4006 Amelia Court

 Subject Property






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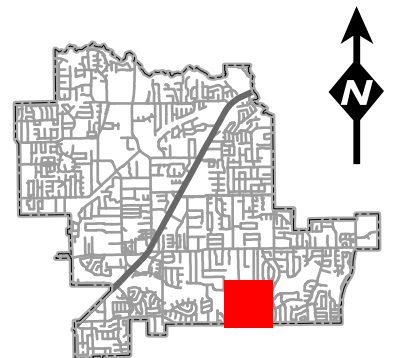
Future Land Use Map



VC26-003

4006 Amelia Court

-  Residential
-  Open Space; Parks
-  Subject Property



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Statement of Objectives:

In order to stay out of the PrelimFIRM floodplain, a house would have to be constructed with a footprint that comes to a point on the northeast side (figure 1). Also, the buildable area excluding the requested variance, would only be 6,356 sq feet. The same issue applies when using the current floodplain line, although not as drastic.

By granting this variance, the house could be built in a more traditional square or rectangular shape. It would also increase buildable area to 8,045 sq feet which would be a 27% increase in buildable area.

The primary objective is to be able to build a house on this lot that is of a typical shape, and if a 2 story house is built, it could be as large as 5,500 sq feet A/C. All houses on this cul-de-sac must be at least 4,000 sq feet per the CCRs.

Figure 1:

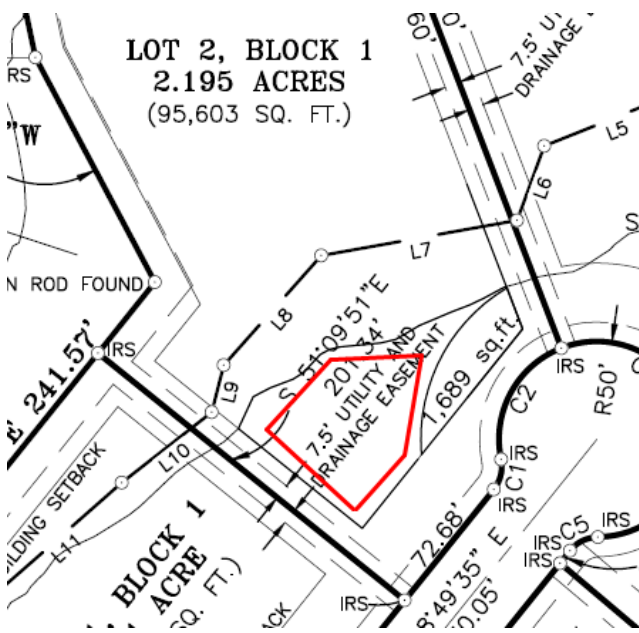
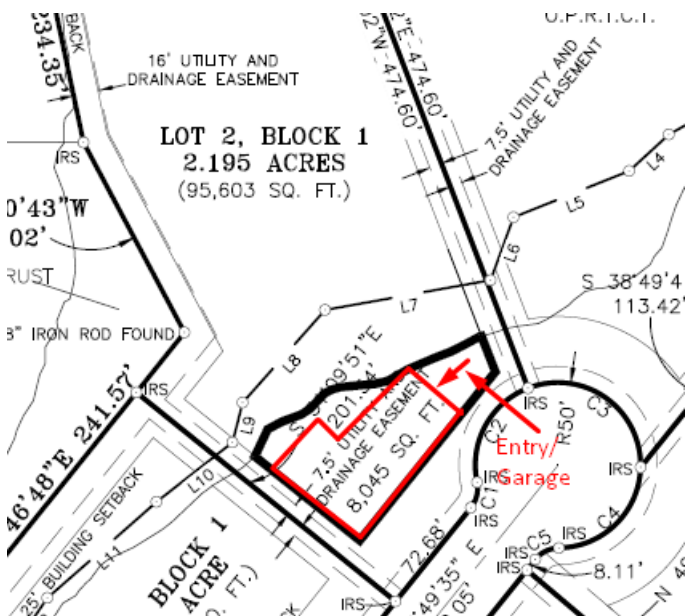
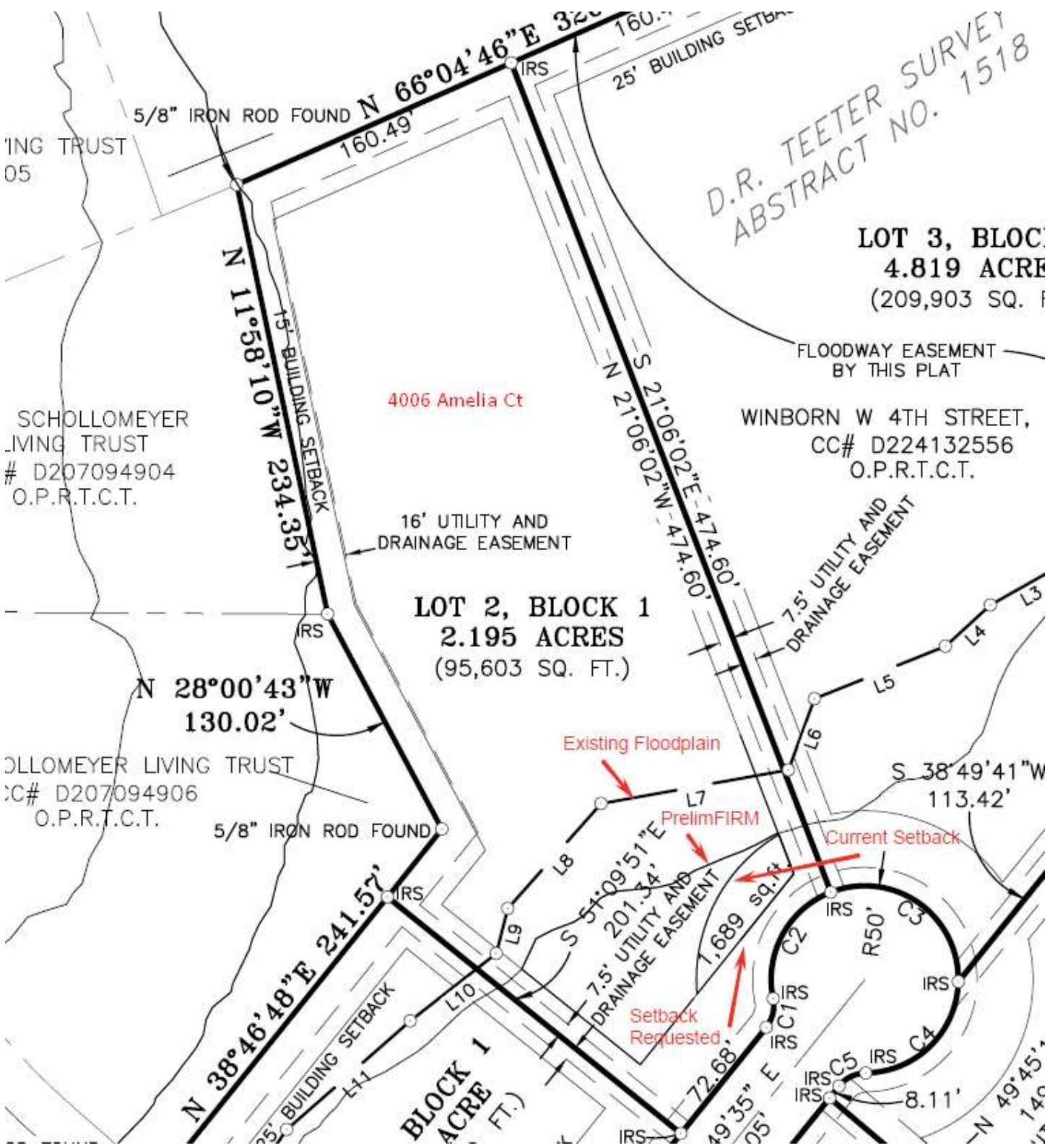
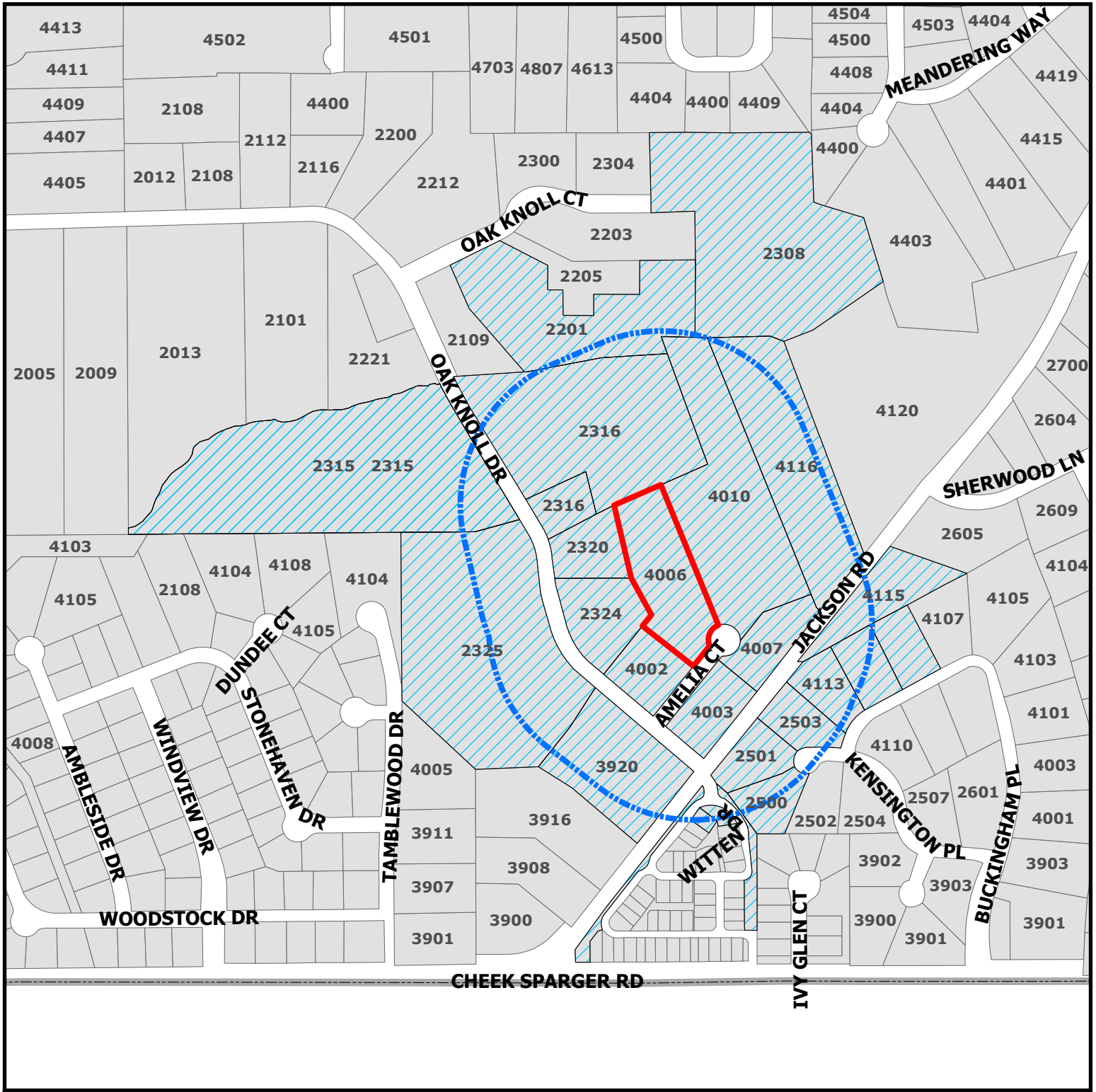


Figure 2:








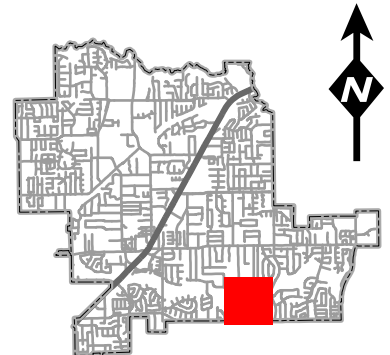
Notification Map



VC26-003

4006 Amelia Court

-  Parcels to be notified
-  Buffer
-  Subject Property



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NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

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

Request: Consideration of a variance to the lot setback regulations of the R-40 Single-Family Residential district on Lot 2, Block 1, of the Foreman's Landing subdivision, being approximately 8.95 acres, and zoned R-40 Single-Family Residential. The applicant is requesting to reduce the required front setback on the lot from 40 feet to 20 feet.

Zoning Case: VC26-003

Applicant: Andrew Winborn

Owner: Andrew Winborn

Location: 4006 Amelia Court

Property Description: Lot 2, Block 1, Foreman's Landing

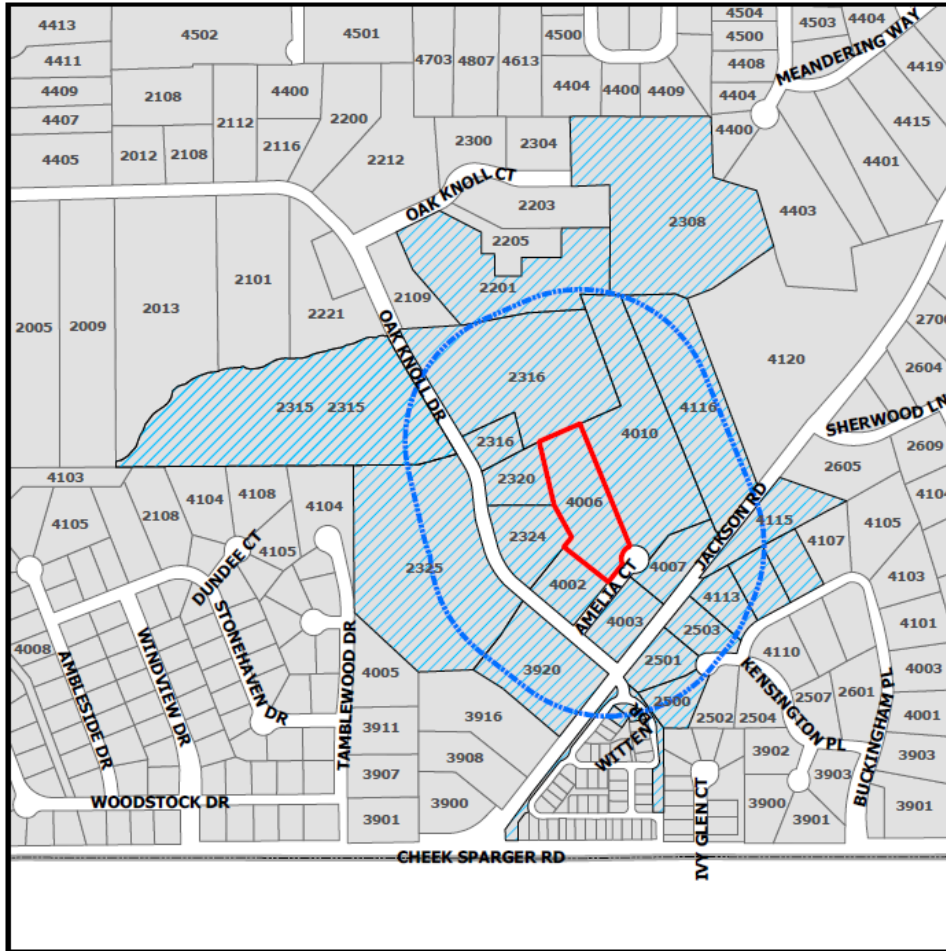
Present Zoning: R-40 Single-Family Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners' associations within 1000 feet. 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 standards such as setbacks, lot dimensions, or coverage.

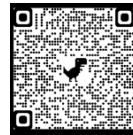
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email 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-26-5134

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 THE FRONT SETBACK, IN THE R-40 SINGLE-FAMILY RESIDENTIAL DISTRICT, FOR LOT 2, BLOCK 1, FOREMAN’S LANDING, LOCATED AT 4006 AMELIA COURT

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

- Sec. 1. THAT the variance to allow for the front lot setback to be approximately 20 feet, in the R-40 Single-Family Residential district located at 4006 Amelia Court (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.

APPROVED BY A VOTE OF _ AYES, AND _ NAYS, ON THIS THE 7TH DAY OF APRIL 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"

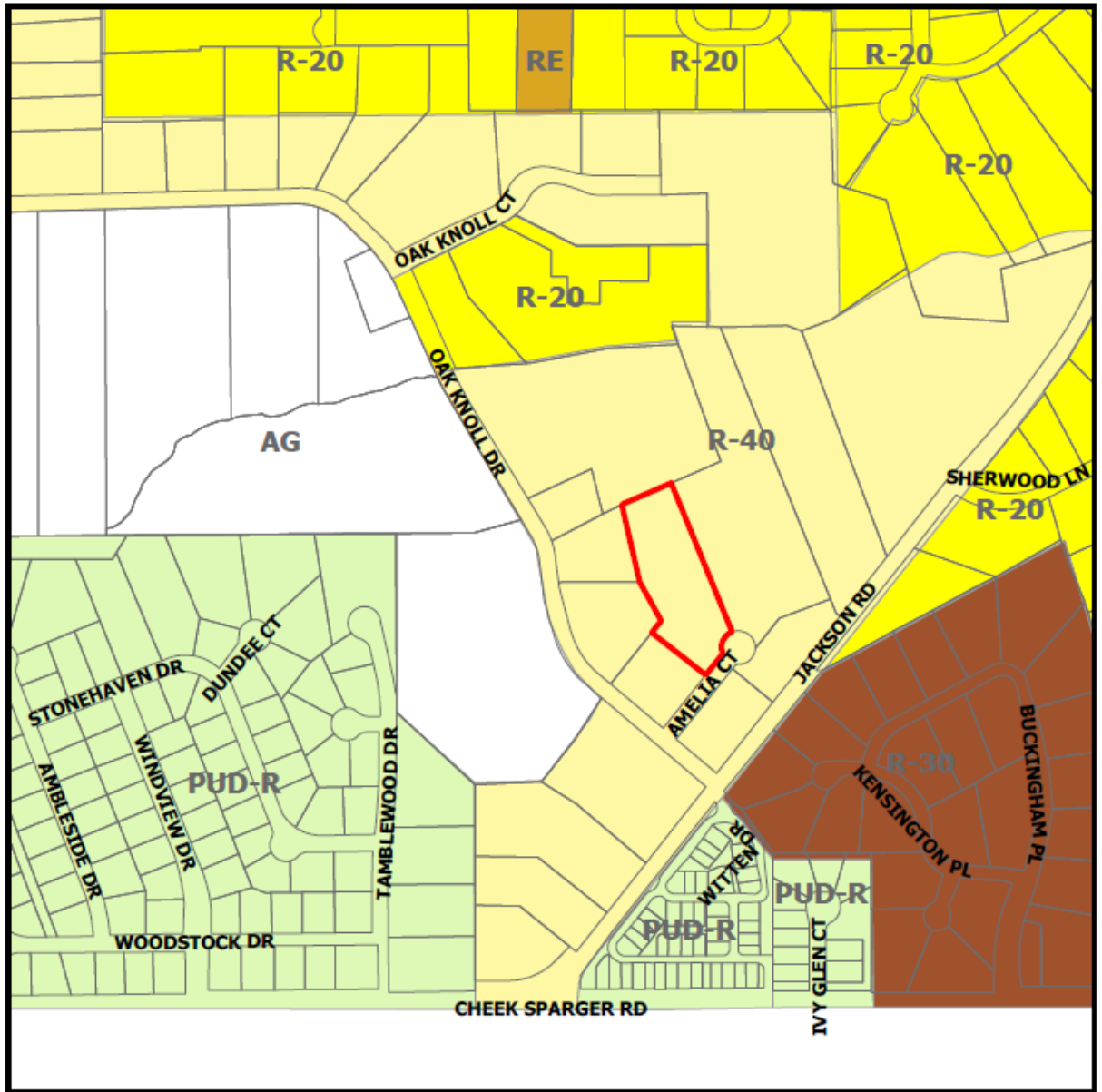
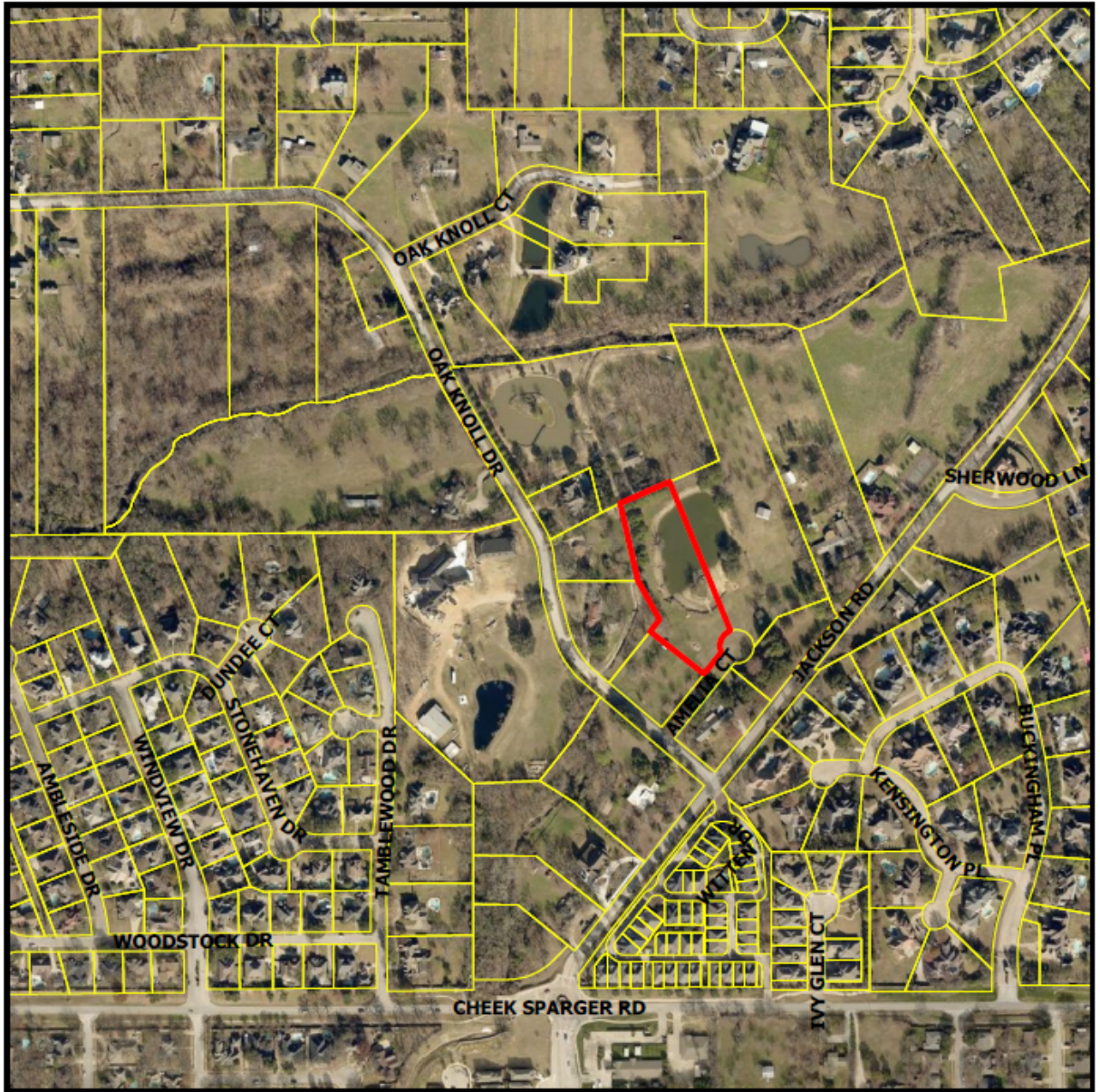


Exhibit "B"





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b

Agenda Date 4/7/2026

Number Resolution R-26-5135

Type Resolution

Department Community Development

Title

Consideration of a variance to the provisions of Section 5.8(B) of the Land Development Code on Lot 1, Block 1, Marvin Babb Addition, and zoned R-20 Single-Family Residential, located at 114 Glade Road, Case VC26-004

Explanation

Reading and Public Hearing

DW Texas Contractors LLC, the applicant, has submitted a request for a variance to the provisions of Chapter 5 Urban Forestry of the Land Development Code on Lot 1, Block 1, Marvin Babb Addition, being approximately 0.50 acres, and zoned R-20 Single-Family Residential. The request is to obtain alternative compliance for mitigating the heritage trees removed for development.

Requested Variance: The applicant is requesting a variance from the requirement to plant 54 3-inch caliper large trees or pay an \$18,200 fee to mitigate the removal of five heritage trees on the lot. Heritage trees are large trees that have attained a significant age and size. A total of 182 inches were removed.

Existing Conditions/Background: The subject property, 114 Glade Road, is zoned R-20 Single Family Residential and is located north of the intersection of Mill Creek Drive and Glade Road.

Plat Status: The subject property is platted as Lot 1, Block 1, Marvin Babb Addition.

DRC Review: The Development Review Committee reviewed the request during their March 23, 2026, meeting and the case was scheduled for the April 7, 2026, City Council meeting.

Surrounding Development: The property to the north is zoned AG Agricultural. The property to the east is zoned R-20 Single-Family Residential. The property to the west is zoned R-30 Single-Family Residential. The property to the south is zoned Planned Unit Development Residential. The properties to the east, west, and south are developed with single-family homes, and the property to the north is undeveloped.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for residential development. The proposed request for a residential development 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 State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Financial Impact

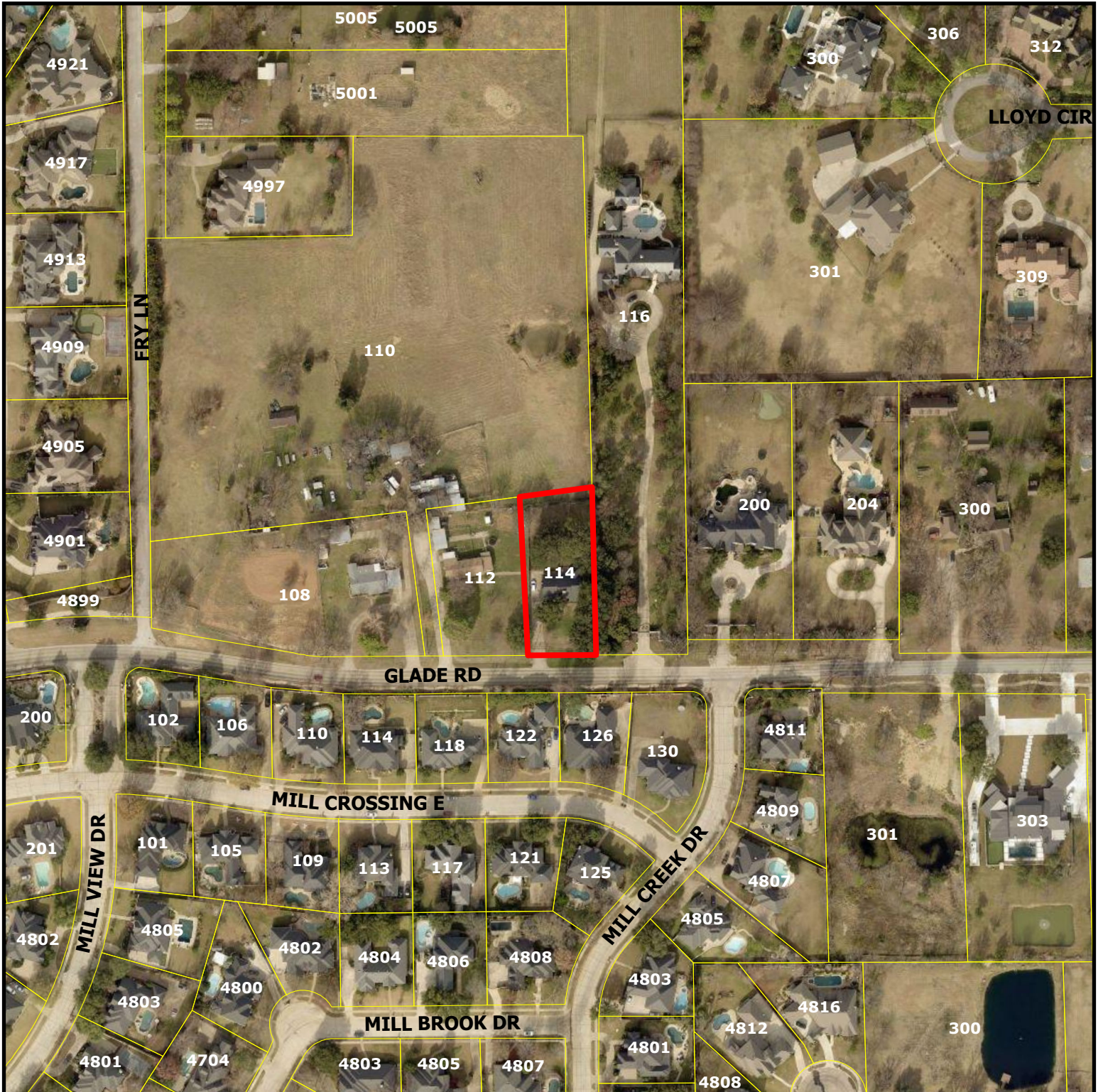
There is no financial impact to the City.

Recommendation

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Site Plan
6. Notification Map
7. Notification Letter
8. Resolution R-26-5135

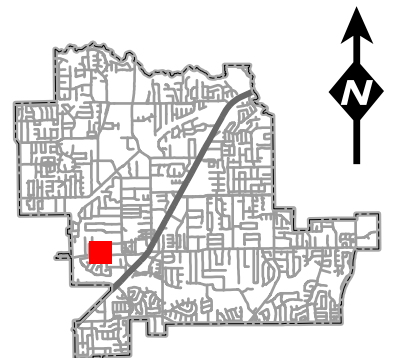
Aerial Map



VC26-004

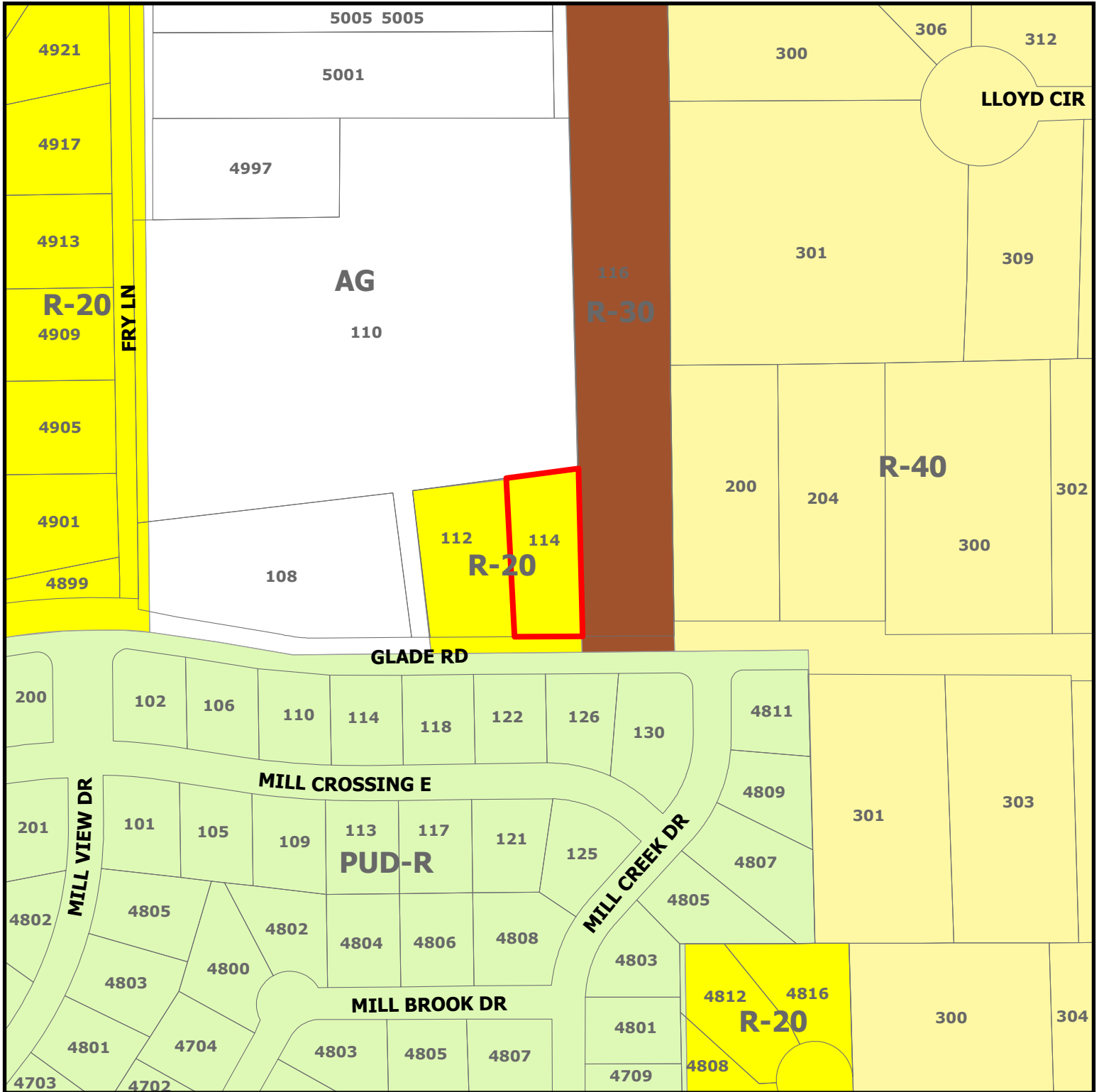
114 Glade Road

 Subject Property



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Zoning Map



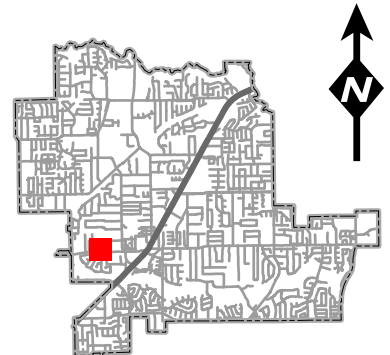
VC26-004

114 Glade Road

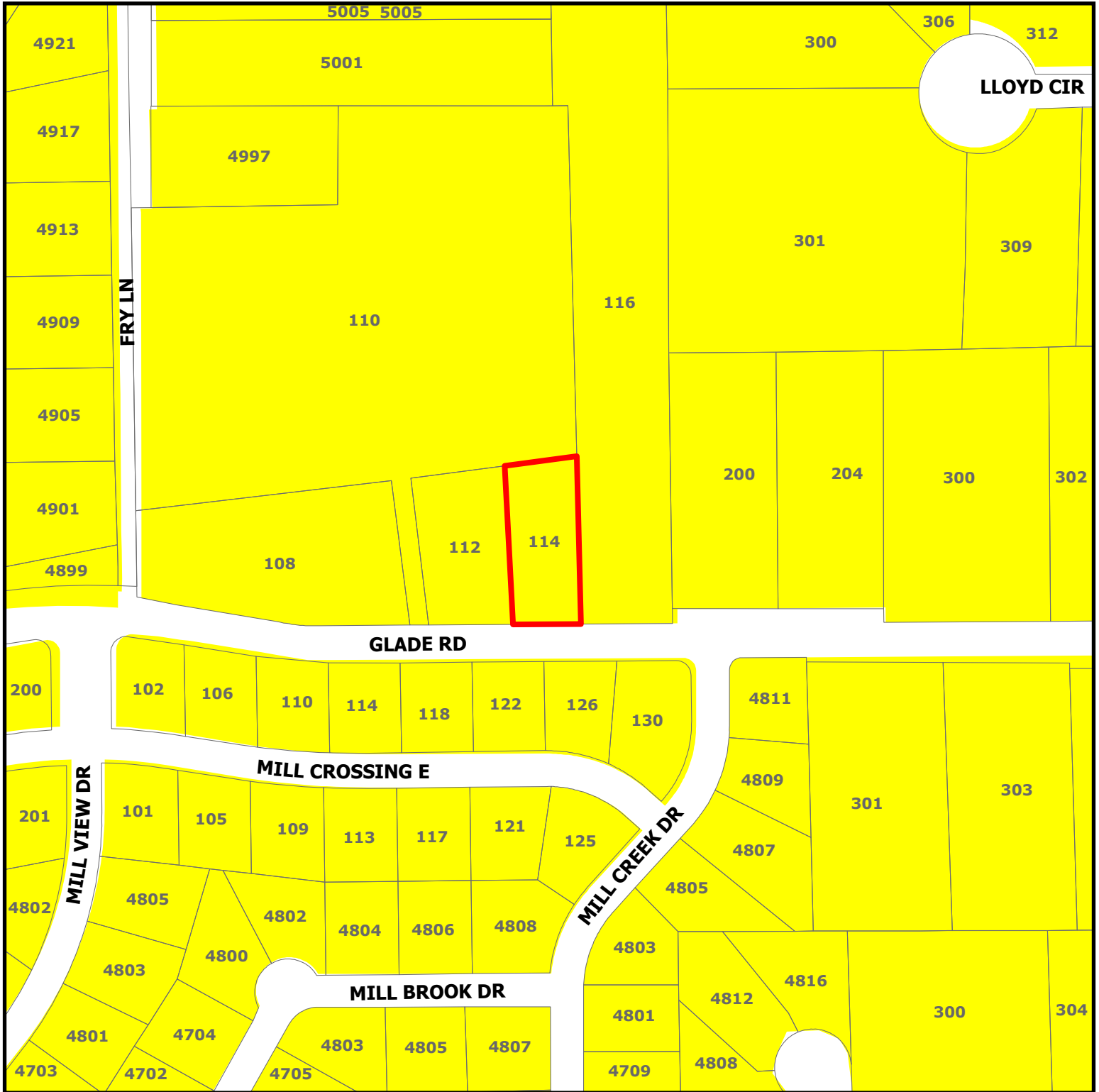


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 Subject Property



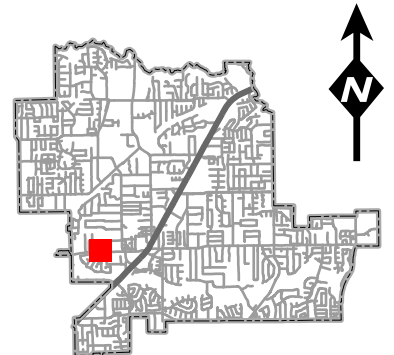
Future Land Use Map



VC26-004

114 Glade Road

- Residential
- Subject Property



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March 4, 2026

Subject: Request for Variance / Alternative Compliance – Tree Mitigation Requirement
Property Address: 114 Glade Rd, Colleyville
Project: 114 Glade Singe Family New Construction

Dear Colleyville City Planning Department / Urban Forestry Department / Tree Board,

We respectfully request consideration for a variance or alternative compliance regarding the tree mitigation requirement associated with the removal of heritage trees on the above referenced property.

The current mitigation requirement indicates that 54 replacement trees are required. Due to the physical constraints of the lot, including the building footprint, required setbacks, driveway access, utility easements, and drainage considerations, it is not feasible to plant this number of trees on the property while maintaining compliance with other city development requirements.

Our team conducted a review of the available plantable area and determined that accommodating 54 replacement trees would not be possible without creating conflicts with site infrastructure and required development standards.

In addition to the physical limitations of the property, the financial burden associated with the full mitigation requirement presents a significant hardship for this project. We are a small builder working within a limited construction budget, and the cost of replacing the trees or paying a large upfront mitigation fee would make the project financially unworkable.

We fully understand and respect the intent of the City's tree preservation ordinance and support the goal of maintaining the urban tree canopy. Our intention is not to avoid compliance but rather to work collaboratively with the City to identify a reasonable mitigation approach that reflects the realities of this site.

We would be willing to work with City staff to implement alternative mitigation measures such as:

- Planting the maximum feasible number of replacement trees onsite
- Installing larger caliper trees to increase canopy value
- Phasing tree installation during construction where appropriate
- Participating in an alternative mitigation program recommended by the City

Our goal is to reach a solution that supports the City's environmental goals while also recognizing the physical limitations of the property and the financial constraints of this small-scale project.

We appreciate the City's consideration of this request and would welcome the opportunity to meet with staff to discuss potential solutions that allow the project to move forward while maintaining the spirit of the ordinance.

Thank you for your time and consideration.

Sincerely,

David Wendler
Owner
DW Texas Contractors, LLC

██████████
████████████████████

2701 SUNSET RIDGE DRIVE, STE 303
ROCKWALL, TEXAS 75032
FIRM REGISTRATION NO. 10194366

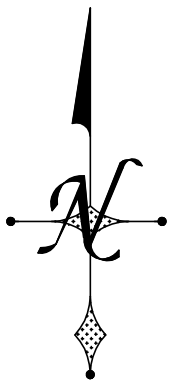
TREE & TOPO SURVEY

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

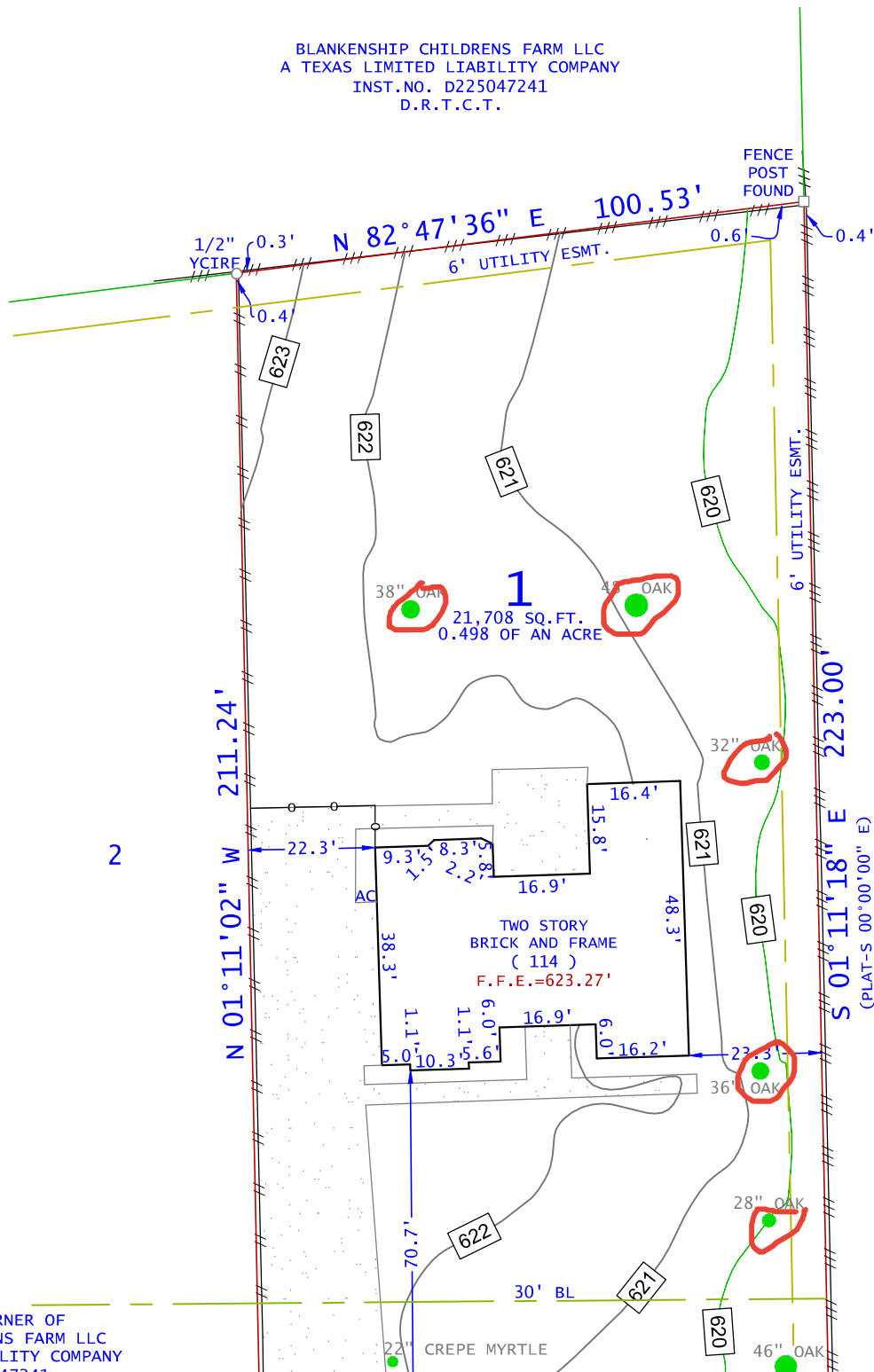
This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 114 GLADE ROAD, in the City of COLLEYVILLE, TARRANT COUNTY, TEXAS.

STATE OF TEXAS:
COUNTY OF TARRANT:

BEING Lot 1, Block 1, Marvin Babb Addition, an Addition to the City of Colleyville, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388- Texas.



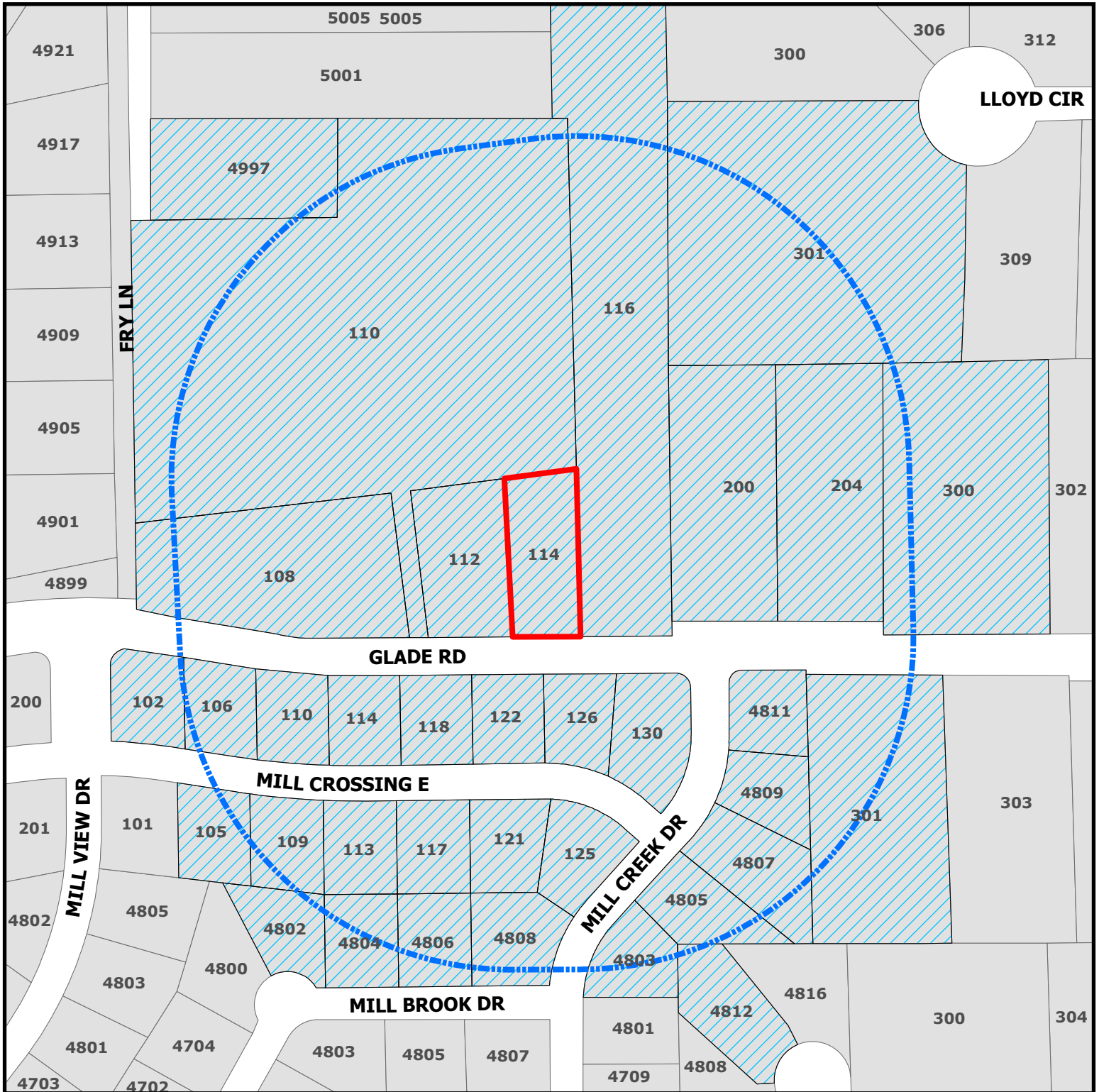
BLANKENSHIP CHILDRENS FARM LLC
A TEXAS LIMITED LIABILITY COMPANY
INST.NO. D225047241
D.R.T.C.T.



LOT 1, BLOCK A
BLANKENSHIP ADDITION
CAB. A, SLIDE 6933
P.R.T.C.T.

SOUTHERLY SW CORNER OF
BLANKENSHIP CHILDRENS FARM LLC
A TEXAS LIMITED LIABILITY COMPANY
INST.NO. D225047241
D.R.T.C.T.

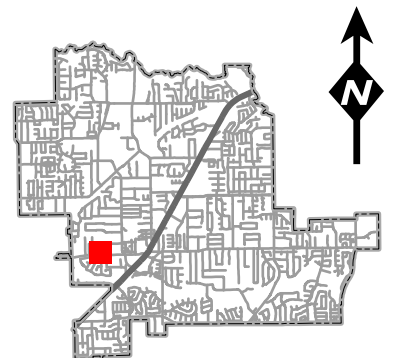
Notification Map



VC26-004

114 Glade Road

- Subject Property
- Buffer
- Parcels to be notified



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NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled a public hearing concerning the below referenced request on the following date and location:

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

Request: Consideration of a variance to the provisions of Chapter 5 Urban Forestry of the Land Development Code on Lot 1, Block 1, of the Marvin Babb Addition, being approximately 0.49 acres, and zoned R-20 Single-Family Residential. The request is to decrease the required heritage tree mitigation fee to remove trees for development. The required fee is \$18,200 to remove five heritage trees.

Zoning Case: VC26-004

Applicant/Owner: DW Texas Contractors LLC

Location: 114 Glade Road

Property Description: Lot 1, Block 1, Marvin Babb Addition

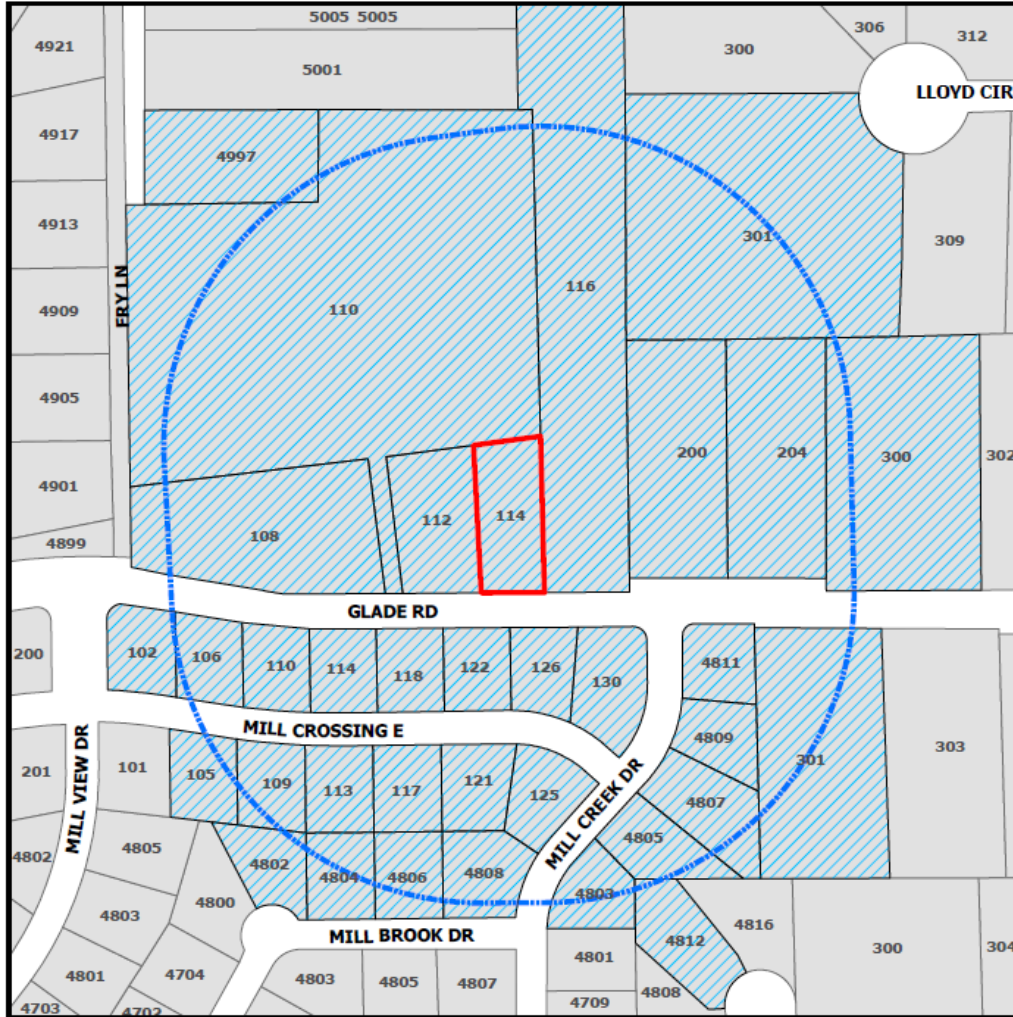
Present Zoning: R-20 Single-Family Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners' associations within 1000 feet. 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 standards such as setbacks, lot dimensions, or coverage.

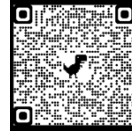
All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email 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-26-5135

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO THE PROVISIONS OF SECTION 5.8(B) OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR THE HERITAGE TREE REMOVAL FEE, IN THE R-20 SINGLE-FAMILY RESIDENTIAL DISTRICT, FOR LOT 1, BLOCK 1, MARVIN BABB ADDITION, LOCATED AT 114 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 Heritage Tree Removal Fee to be \$_____, on the property located at 114 Glade Road (the "Property"), as depicted in Exhibit "A" hereto, is approved; and,
- 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, AND _ NAYS, ON THIS THE 7TH DAY OF APRIL 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	_____		

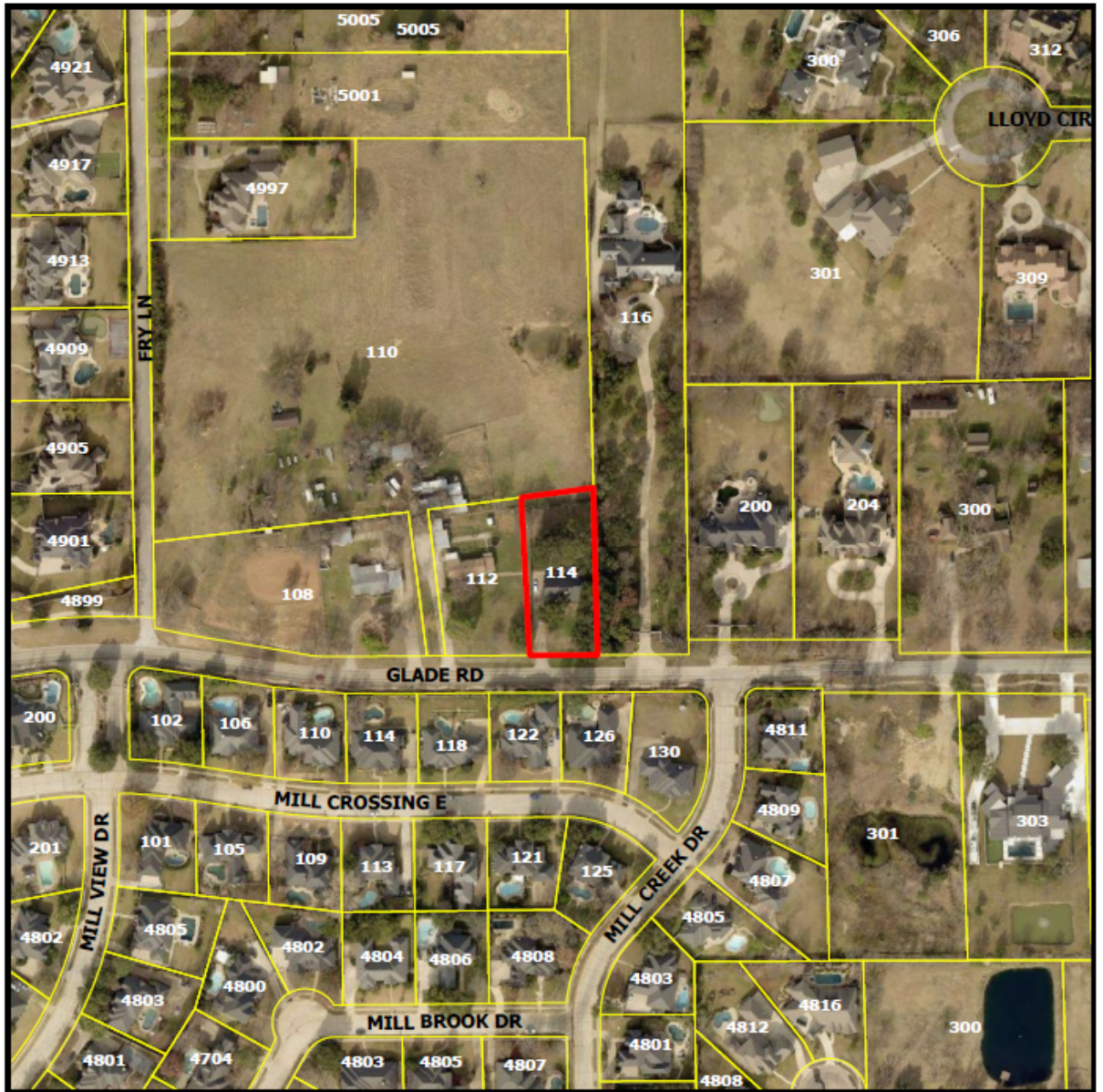
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A"





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8

Agenda Date 4/7/2026

Type Report

Department City Secretary

Title

January 13, 2026 Sign Board of Appeals Minutes

February 9, 2026 Planning and Zoning Commission Minutes

February 23, 2026 Planning and Zoning Commission Worksession Minutes

Attachments

1. January 13, 2026 Sign Board of Appeals Minutes
2. February 9, 2026 Planning and Zoning Commission Minutes
3. February 23, 2026 Planning and Zoning Commission Worksession Minutes



CITY OF COLLEYVILLE SIGN BOARD OF APPEALS MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JANUARY 13, 2026

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Sign Board of Appeals Meeting was called to order by Chair Frank Carroll on January 13, 2026, at 7:00 p.m.

Roll Call

Present: Frank Carroll, Michael Deakin, Dee Kamerman, Richard Vallario, and Tom Markwiese

Absent: Dan Shadle and Rick Ramirez

Staff Present: Planning Manager Daniel Ponder and Urban Forester/Planner Ivana Gonzalez

1. APPROVAL OF MINUTES

1a September 9, 2025 Sign Board of Appeals Minutes

Board Member Michael Deakin made a motion to approve the September 9, 2025, Sign Board of Appeals minutes, seconded by Board Member Richard Vallario.

The motion was carried by the following vote:

Aye: 5 – Vallario, Kamerman, Carroll, Deakin, and Markwiese

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

2a Consideration of a Variance to the regulations of Chapter 7 of the Land Development Code, Section 7-190, Temporary Business Signs; Section

7-195; Temporary Signs – Permitted Districts; and Section 7-200 Temporary Signs – Area & Setback Regulations, on the southwest corner of Colleyville Boulevard and Tinker Road, located at 1509 Tinker Road, Case SC25-004

Planning Manager Daniel Ponder presented the case and briefed the Sign Board on the multiple areas out of code compliance being considered under the variance. Ponder also noted that staff had notified property owners that full compliance with the updated sign code would be required by October 24, 2025.

Justin Ware, the applicant, came forward and briefed the commission on his request. The applicant stated that at the time of installation in no sign code regulations were in effect.

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

There was general discussion between the board members regarding the proposed variance.

Board Member Dee Kamerman made a motion to approve case SC25-004, seconded by Board Member Tom Markwiese.

The motion was carried by the following vote:

Aye: 0

Nay: 5 – Vallario, Kamerman, Caroll, Deakin, and Markwiese

3. ADJOURNMENT

The meeting adjourned at 7:24 p.m.

The minutes were written and prepared by:

Ivana Gonzalez

Ivana Gonzalez

Urban Forester/Planner

The meeting minutes were approved on March 11, 2026 by a vote of 5-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, FEBRUARY 9, 2026

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Pre Commission Meeting was called to order by Chair David Groves on February 9, 2026, at 6:15 p.m.

Roll Call

Present: David Groves, Richard Remley, David Ebert, Jerome Obinabo, and Candace Sandifer

Absent: Jerry Savoie and Brandon Arnold

Staff Present: Community Development Director Ben Bryner, Planning Manager Daniel Ponder, Planner Christopher Pham, Planner/Urban Forester Ivana Gonzalez, Planner Bethany Lopez, and Fire Marshal Rob Mckeown.

Planning Manager Daniel Ponder briefed the Commission on the items that would be presented on tonight's agenda. There was general discussion regarding the updates to the cases the Commission would be voting on, including a letter of support received from a resident.

Chair David Groves adjourned the Planning and Zoning Commission Pre Commission Meeting at 6:22 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair David Groves on February 9, 2026, at 7:00 p.m.

Roll Call

Present: David Groves, Richard Remley, David Ebert, Jerome Obinabo, and Candace Sandifer

Absent: Jerry Savoie and Brandon Arnold

Staff Present: Community Development Director Ben Bryner, Planning Manager Daniel Ponder, Planner Christopher Pham, Planner/Urban Forester Ivana Gonzalez, Planner Bethany Lopez, and Fire Marshal Rob Mckeown.

1. APPROVAL OF MINUTES

- 1a** January 12, 2026, Planning and Zoning Commission Meeting Minutes
January 26, 2026, Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Obinabo made a motion to approve the January 12, 2026, Planning and Zoning Commission Meeting Minutes and the January 26, 2026 Planning and Zoning Worksession meeting minutes, seconded by Commissioner Ebert.

The motion was carried by the following vote:

Aye: 4 – Groves, Obinabo, Remley, and Ebert

Abstain: 1 - Sandifer

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a minor plat, with a waiver, for proposed Lot 1, Block 1, Engelman Addition, being Tracts 4M and A328 TR 2V, Abstract 1518, David R. Teeter Survey, located at 2200 Oak Knoll Drive, Case PC26-001

Planning Manager Daniel Ponder presented case PC26-001 and briefed the Commission on the request. The applicant is requesting a minor plat with a waiver due to substandard lot width for R-40 Single Family Residential Zoning. The property meets all other code requirements.

Matthew Engelman, the applicant, came forward and briefed the commission on his request.

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

Commissioner Ebert made a motion to approve case PC26-001, seconded by Commissioner Obinabo.

The motion was carried by the following vote:

Aye: 5 – Groves, Obinabo, Remley, Sandifer, and Ebert

Nay: 0

- 2b** Consideration of a rezoning from R-40 Single-Family Residential and R-20 Single-Family Residential to R-40 Single-Family Residential on Tracts 4M and A328 TR 2V, Abstract 1518, David R. Teeter Survey, located at 2200 Oak Knoll Drive, Case ZC26-002

Planning Manager Daniel Ponder presented case ZC26-002 and briefed the Commission on the request. The applicant is requesting to rezone the property to R-40 Single-Family Residential to allow for consistent zoning across the entire property. The property is substandard in lot width but meets all other code requirements.

Matthew Engelman, the applicant, came forward and briefed the commission on his request. There was general discussion among the commissioners and staff regarding the option to rezone to RE Single Family 'Estate' Residential.

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

Commissioner Sandifer made a motion to approve case ZC26-002, seconded by Commissioner Remley.

The motion was carried by the following vote:

Aye: 5 – Groves, Obinabo, Remley, Sandifer, and Ebert

Nay: 0

- 2c** Consideration of a Special Use Permit for massage therapy use on Lot 3R1, Block 1, Felps, Andy Addition, located at 3919 Colleyville Boulevard, Case ZC26-001

Planner Christopher Pham presented case ZC26-001 and briefed the Commission on the request. The applicant is requesting a Special Use Permit to allow for a massage therapy business to operate in the suite space.

Cert and Diane Khamvongsouk, the applicants, came forward and briefed the commission on their request. There was general discussion among the commissioners regarding hair services that will be offered and the projected business hours of operation.

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

Commissioner Remley made a motion to approve case ZC26-001, seconded by Commissioner Ebert.

The motion was carried by the following vote:

Aye: 5 – Groves, Obinabo, Remley, Sandifer, and Ebert

Nay: 0

- 2d** Consideration of a Special Use Permit for an accessory building on Lot 6, Block 7, Oak Crest Hills, located at 205 Oak Crest Hill Drive, Case ZC26-003

Planner Bethany Lopez presented case ZC26-003 and briefed the Commission on the request. The applicant is requesting a Special Use Permit to allow for an accessory building that exceeds the 4% aggregate lot area permitted by the Land Development Code.

Richard Bell, the owner, came forward and briefed the commission on his request. There was general discussion regarding how the accessory building has a modest deviation from the permitted 4% aggregate lot area.

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

Commissioner Sandifer made a motion to approve case ZC26-003, seconded by Commissioner Obinabo.

The motion was carried by the following vote:

Aye: 5 – Groves, Obinabo, Remley, Sandifer, and Ebert

Nay: 0

3. CITIZEN COMMENTS

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

4. ADJOURNMENT

The meeting adjourned at 7:26 p.m.

The minutes were written and prepared by:

Ivana Gonzalez

Ivana Gonzalez
Urban Forester/Planner

The meeting minutes were approved on March 9, 2026, by a vote of 7-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, FEBRUARY 23, 2026

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Vice Chair Jerry Savoie on February 23, 2026, at 6:15 p.m.

Roll Call

Present: David Ebert, Jerome Obinabo, Jerry Savoie, Richard Remley, Candace Sandifer, and Brandon Arnold.

Absent: David Groves.

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

2. WORKSESSION AGENDA ITEMS

- 2a** Presentation and discussion of a rezoning from R-40 Single-Family Residential to R-20 Single-Family Residential and R-40 Single-Family Residential on Tracts 2Y and 2AA, Abstract 1248, Thomas J. Polson Survey, located at 300 Black Drive, Case ZC26-004

Planning Manager Daniel Ponder presented the case and briefed the Commission on the request. There was discussion regarding the requirements of the R-40 and R-20 zoning districts.

- 2b** Presentation and discussion of an amendment to the Land Development Code, Chapter 3, Section 3.24(F) District Regulation Notes and Section 3.24(G) Schedule of District Regulations, which includes edits throughout the section, Case GC26-003

Community Development Director Ben Bryner presented the case and briefed the Commission on the request. There was discussion regarding the amendment and examples of the request.

3. ADJOURNMENT

The meeting adjourned at 6:29 p.m.

The minutes were written and prepared by:

Bethany Lopez

Bethany Lopez
Planner

The meeting minutes were approved on March 9, 2026 by a vote of 7-0.

RESOLUTION R-26-5136

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
APRIL 7, 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 7TH DAY OF APRIL 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