



City of Colleyville City Council Agenda

City Hall
100 Main Street
Colleyville, Texas 76034
817.503.1000
www.colleyville.com

Tuesday, February 1, 2022

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

CALL TO ORDER

WS-1 Annual Crime Report

WS-2 Discussion of the February 1, 2022, City Council regular agenda items

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

Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including: Glade Road eminent domain case for Parcel 150, and The Heather Nicole Bowden Trust

Section 551.071 - Legal - Consultation with attorney regarding legal issues related to the CWD Solid Waste Contract

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities, including: Acquisition of real property along SH26

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
7:30 P.M.
CITY COUNCIL CHAMBERS**

INVOCATION: Pastor Lee Johnson, Bear Valley Church**PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt****2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-22-4694****3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS****Announcements of civic and charitable events****Presentation of calendar events and updates****Announcements of awards and recognition**

CALEA Accreditation Certificate presentation to Colleyville Police Department by Randy Scott, Regional Program Manager, CALEA, to Police Chief Michael Miller and Mayor Richard Newton

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-22-4695

4a Approval of the minutes of the regular City Council meeting of January 18, 2022

4b Approval of a construction contract with Mart, Inc., for the Senior Center Improvements Project, in an amount not to exceed \$3,431,000, and authorizing the City Manager to execute the contract

4c Approval of a construction contract with HQS Construction, LLC, for the Glade Road at Bluebonnet Drive Intersection Safety Improvements Project, in an amount not to exceed \$1,310,817.90, plus a construction contingency of \$250,000, and authorizing the City Manager to execute the contract

4d Approval of an amendment to the Professional Services Agreement with TranSystems Corporation Consultants, amending the design parameters for the Glade Road Phase II Project to include design modifications and construction oversight required for TxDOT compliance for the Bluebonnet intersection, in an amount not to exceed \$75,370.00, and authorizing the City Manager to execute the amendment

5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**5a Ordinance O-22-2190**

Consideration of a Special Use Permit for a Massage Therapy use on a portion of Lot 18, Village at Colleyville Condos, located at 97 Village Lane, Suite 100, Case ZC21-030

5b Ordinance O-22-2191

Request to appeal the decision by the Planning and Zoning Commission for the Consideration of a Special Use Permit for an accessory building to exceed the permitted lot coverage on Lot 6, Block 1, Western Trails Colleyville, located at 505 Tumbleweed Trail, Case ZC21-035

6. CITIZEN COMMENTS**7. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 1, 2022 - READING AND PUBLIC HEARING - RESOLUTION R-22-4696****8. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, January 28, 2022* 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 817.503.1133, and reasonable accommodations will be made to assist you.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-1

Agenda Date 2/1/2022

Type Worksession

Department Police

Title

Annual Crime Report

Explanation

Police Chief Michael Miller will present the Annual Crime Report.

Attachments

1. 2021 Annual Crime Report to Council



Annual Crime Report for 2021

Chief Michael C. Miller
Colleyville Police Department
February 1, 2022

What is Uniform Crime Report (UCR)

The objective of the UCR program is to produce reliable crime statistics for law enforcement administration, operation, and management.

This is accomplished through the recording and reporting of the eight (8) Crime Index Offenses (Part 1 Offenses):

- ☐ **Murder**
- ☐ **Rape**
- ☐ **Robbery**
- ☐ **Aggravated Assault**
- ☐ **Burglary**
- ☐ **Theft**
- ☐ **Auto Theft**
- ☐ **Arson**

2021 Annual Crime Report – Part 1 Crimes



Part 1 Crimes	2020	2021	# Change	% Change
Murder	0	0	0	N/A
Rape	3	5	2	67%
Agg Assault	3	14	11	367%
Robbery	3	1	-2	-67%
Total Violent	9	20	11	122%
Burglaries				
Non-Residential	8	9	1	13%
Residential	5	5	0	0%
Thefts				
BOV	32	20	-12	-38%
Other	99	69	-30	-30%
Auto Theft	4	3	-1	-25%
Arson	0	0	0	N/A
Total Property	148	106	-42	-28%
Total Part 1	157	126	-31	-20%

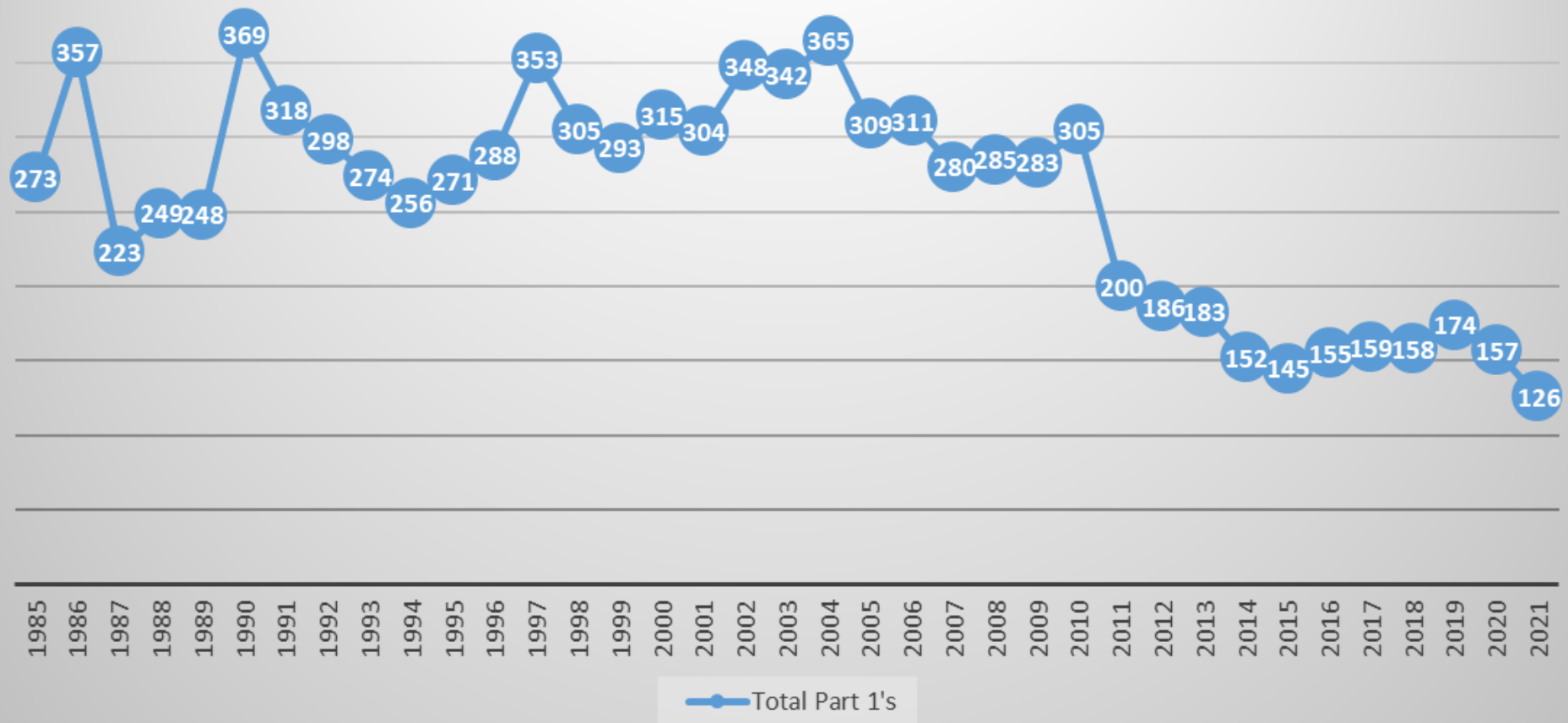
Change in Crime

-20%

Crime Trend by Year



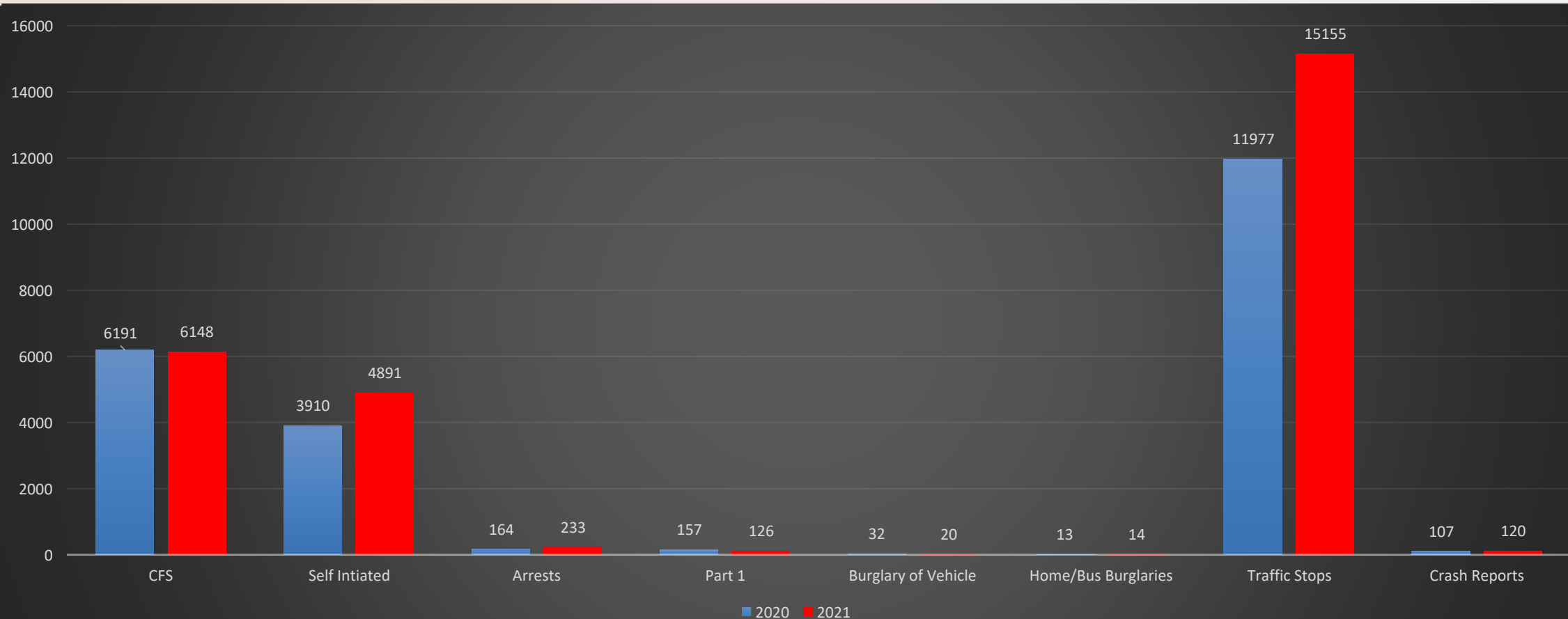
**Colleyville Total Part 1 Crimes
1985-2021**





Patrol Activity

- Calls for Service 6,191 to 6,148 - 1% Decrease
- Officer Initiated 3,910 to 4,891 - 25% Increase
- Arrests 164 to 233 - 42% Increase
- Part 1 Offenses 157 to 126 - 20% Decrease
- Burglary of Vehicle 32 to 20 - 38% Decrease
- Home/Bus Burglaries 13 to 14 - 8% Increase
- Traffic Stops 11,977 to 15,155 - 27% Increase
- Crash Reports 107 to 120 - 12% Increase
- Conducted 38,406 Business, Home, and Park Checks





In 2021, Colleyville Police Department's Criminal Investigations Division received 800 new case assignments.

On average, the investigation's division were assigned 67 new cases each month. These cases are assigned amongst the three detectives assigned to criminal investigations.

Annual Clearance Rate

- 42% Part 1 Clearance
 - Violent – 90% Clearance
 - Property – 33% Clearance
 - 53 out of 126 Part 1's cleared

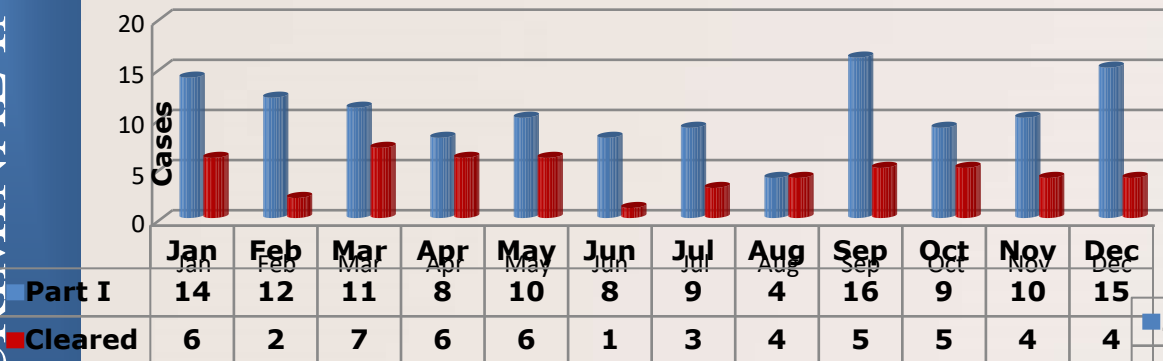
Other points of interest include:

- Submitted 2,696 investigative supplements
- 98.2% three day victim contact
- Special Investigations Unit (SIU) received two major awards from IACP for investigations initiated by the Colleyville Police Department

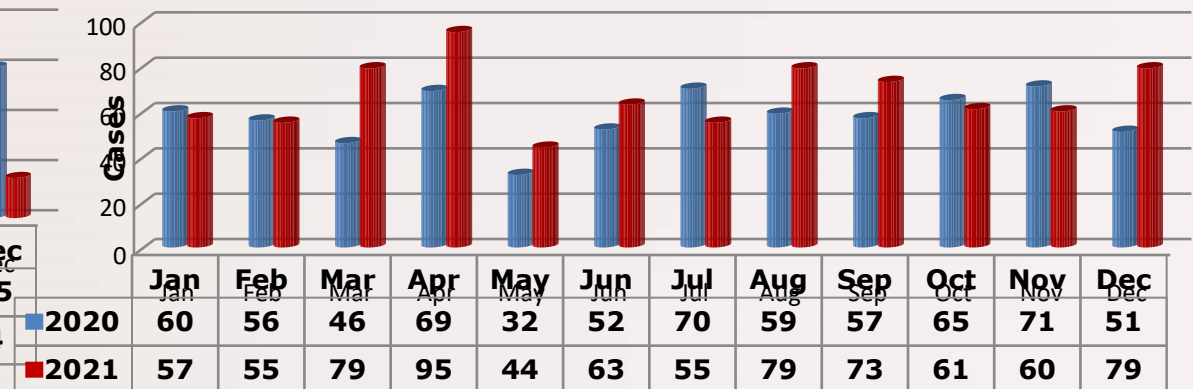
Extra Duties:

- Firearms Instructors
- SWAT Operator
- Child Abduction Response Team
- Defensive Tactics Instructors
- Citizen and Junior Police Academy
- Sex Offender Registration and Management
- Lock Box Program
- Drug Take Back Program

Twelve Month Part 1 History



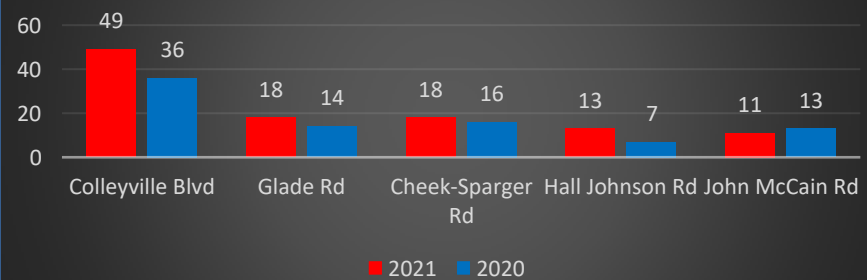
2020 – 2021 Case Assignment Comparison





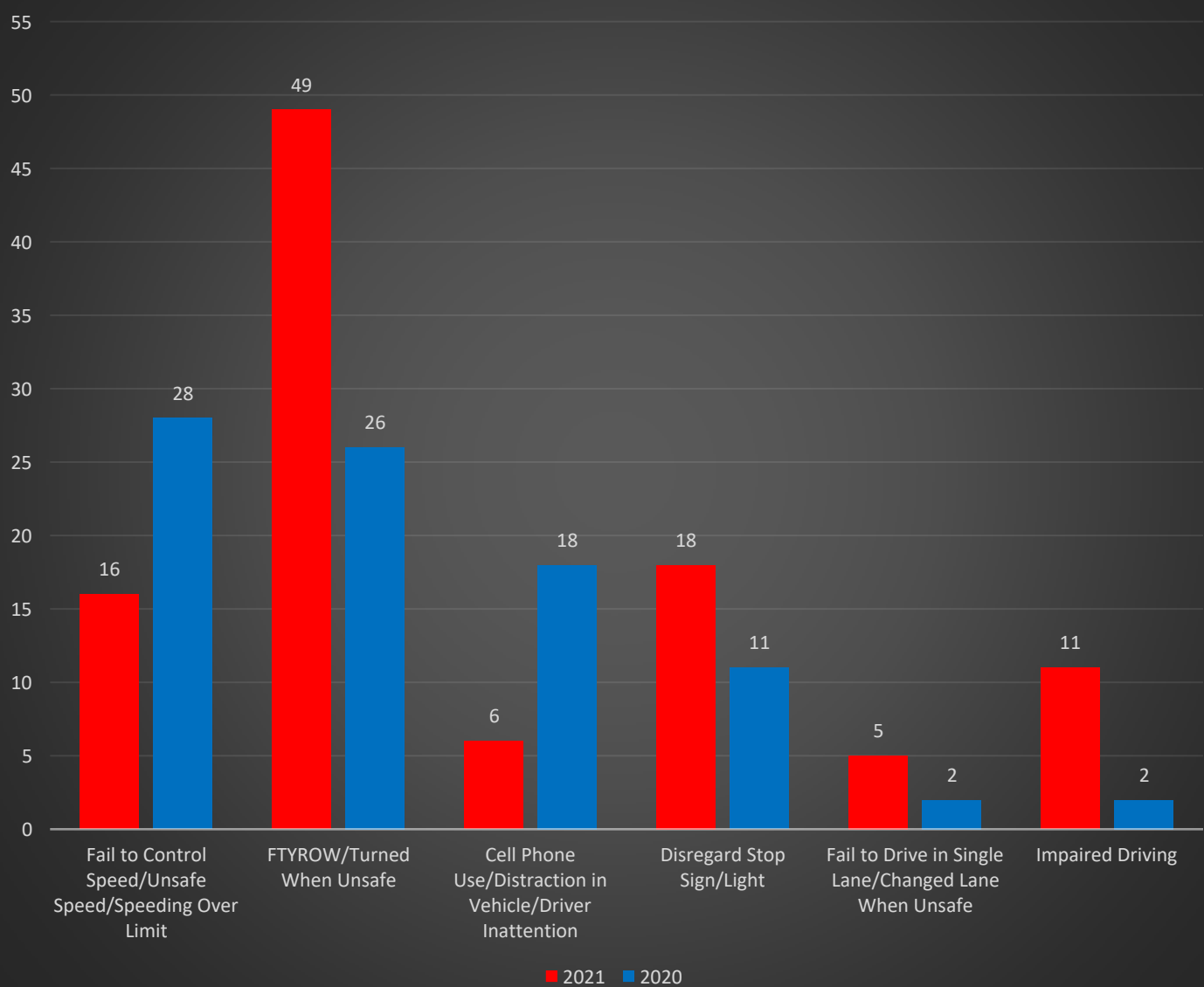
Traffic Crash Data

Top Streets

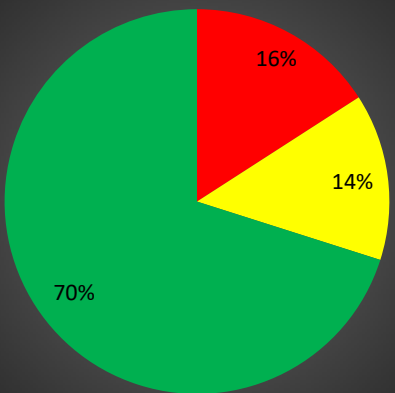


Crash Comparison	2020	2021	Difference	Change
Colleyville Blvd	36	49	13	36%
Glade Rd	14	18	4	29%
Cheek-Sparger Rd	16	18	2	13%
Hall Johnson Rd	7	13	6	86%
John McCain Rd	13	11	-2	15%
All Roads	107	120	13	12%

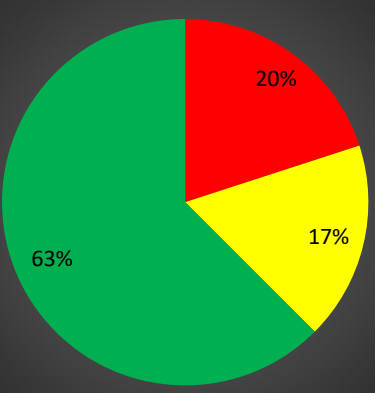
Factor Comparison



2020 Injuries



2021 Injuries



Transported Yes No

Transported Yes No

Review: Crime Reporting Changes Required in 2019

Timeline for NIBRS Implementation



- September 1, 2019
 - State of Texas goal is for all state agencies to implement an incident based reporting system and begin sending NIBRS data to the state by this date.
- December 2019
 - Colleyville sent first NIBRS test file and began reporting NIBRS data to State of Texas / FBI for all of 2020.
- January 1, 2021
 - The Federal Bureau of Investigation (FBI) Uniform Crime Reporting (UCR) program will sunset Summary Reporting System (SRS) and transition to NIBRS only data collection by this date.

2021 NIBRS Report



Colleyville Police Department NIBRS Clearance 2021



Offense		Attempted	Completed	Total
GROUP A OFFENSES				
Crimes Against Persons				
11A-D	Sex Offenses	1	10	11
11A	Rape		2	2
11B	Sodomy		1	1
11C	Sexual Assault with an Object		1	1
11D	Fondling	1	6	7
13A-C	Assault Offenses		41	41
13A	Aggravated Assault		11	11
13B	Simple Assault		27	27
13C	Intimidation		3	3
TOTAL		1	51	52

2021 NIBRS Report



Offense		Attempted	Completed	Total
Crimes Against Property				
120	Robbery	-	1	1
220	Burglary/Breaking and Entering	-	14	14
220	Resident-Forcible Entry	-	3	3
220	Resident-Unlawful Entry (no force)	-	3	3
220	Resident-Attempted Forcible Entry	-	-	-
220	Non Resident-Forcible Entry	-	4	4
220	Non Resident-Unlawful Entry (no force)	-	4	4
220	Non Resident-Attempted Forcible Entry	-	-	-
23A-H	Larceny/Theft Offenses	2	87	89
23C	Shoplifting	-	26	26
23D	Theft From Building	-	20	20
23F	Theft From Motor Vehicle	2	19	21
23G	Theft From Motor Vehicle Parts/Accessories	-	11	11
23H	All Other Larceny	-	11	11
240	Motor Vehicle Theft	-	3	3
250	Counterfeiting/Forgery	3	10	13
26A-G	Fraud Offenses excluding counterfeiting/forgery & bad checks)	111	85	196
26A	False Pretense/Swindle/Confidence Game	2	20	22
26B	Credit Card/Automatic Teller Machine Fraud	6	18	24
26C	Impersonation	-	-	-
26E	Wire Fraud	1	9	10
26F	Identity Theft	101	38	139
26G	Hacking/Computer Invasion	1	-	1
270	Embezzlement	-	5	5
280	Stolen Property Offenses	-	6	6
290	Destruction/Damage/Vandalism of Property	-	22	22
TOTAL		116	233	349

2021 NIBRS Report



Offense		Attempted	Completed	Total
35A	Drug/Narcotic Violations	-	192	192
35B	Drug Equipment Violations	-	53	53
370	Pornography/Obscene Material	-	3	3
520	Weapons Law Violations	-	24	24
TOTAL		-	272	272
GROUP A OFFENSES - TOTAL		117	556	673

GROUP B ARRESTS

Offense		On-View Arrest	Summoned/ Cited	Taken Into	Total
90D	Driving Under the Influence	94		8	102
90E	Drunkenness	0	-	-	0
90G	Liquor Law Violation	2	23		25
90J	Trespass of Real Property	3		1	4
90Z	All Other Offenses	14	43	3	60
GROUP B OFFENSES - TOTAL					191

2021 Highlights

CPD Wins Two International Awards in 2021



- The Colleyville Police Department received 2 of 15 agency awards by the IACP (International Association of Chiefs of Police)
- Agencies of all sizes were considered for the same award categories
- Competition included agencies from around the world
- We won the IACP/Thomson Reuters Excellence in Criminal Investigations Award for the CityXGuide case.
- We won the IACP Leadership in the Prevention of Transnational Crime for an Elder Fraud case with ties to Nigerian organized crime syndicates



CPD Wins Two International Awards in 2021



CityXGuide.com and affiliated websites have been seized by the Department of Homeland Security

pursuant to a seizure warrant issued in the Northern District of Texas under the authority of 18 U.S.C. § 981(b) and 21 U.S.C. § 853(f) concerning a violation of 18 U.S.C. § 2421A.

For media inquiries, please contact the United States Attorney's office for the Northern District of Texas at 214-659-8707.

All law enforcement inquiries can be directed to CXGLERequests@ice.dhs.gov.

CPD Wins Two International Awards in 2021



CityXGuide Case Team



Elder Fraud Case Team

CPD Awarded National Accreditation



- After a long 3.5 year process, the Colleyville Police Department was awarded national accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA)
- We are only 1 of 34 agencies in Texas to achieve CALEA accreditation
- We are one of only six (6) agencies in Texas to hold accreditations by both CALEA and the Texas Police Chief's Association
- CALEA Representative will formally present us with our certificate tonight at the Council meeting



Questions and Discussion?



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-2

Agenda Date 2/1/2022

Type Worksession

Department City Secretary

Title

Discussion of the February 1, 2022, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number 1

Agenda Date 2/1/2022

Type Executive Session

Department City Secretary

Title

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Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including: Glade Road eminent domain case for Parcel 150, and The Heather Nicole Bowden Trust

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Attachments

RESOLUTION R-22-4694

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF FEBRUARY 1, 2022**

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 1ST DAY OF FEBRUARY 2022.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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Agenda Number**Agenda Date** 2/1/2022**Type** Announcements, Proclamations, and Presentations**Department** City Council

Title

CALEA Accreditation Certificate presentation to Colleyville Police Department by Randy Scott, Regional Program Manager, CALEA, to Police Chief Michael Miller and Mayor Richard Newton

Attachments

RESOLUTION R-22-4695

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 1, 2022

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the Regular City Council meeting of January 18, 2022
 - b. Approval of a construction contract with Mart, Inc., for the Senior Center Improvements Project, in an amount not to exceed \$3,431,000, and authorizing the City Manager to execute the contract
 - c. Approval of a construction contract with HQS Construction, LLC, for the Glade Road at Bluebonnet Drive Intersection Safety Improvements Project, in an amount not to exceed \$1,310,817.90 plus a construction contingency of \$250,000, and authorizing the City Manager to execute the contract
 - d. Approval of an amendment to the Professional Services Agreement with TranSystems Corporation Consultants, amending the design parameters for the Glade Road Phase II Project to include design modifications and construction oversight required for TxDOT compliance for the Bluebonnet intersection, in an amount not to exceed \$75,370.00, and authorizing the City Manager to execute the amendment

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 1ST DAY OF
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Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Minutes - Draft

City Hall
100 Main Street
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Tuesday, January 18, 2022

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, January 18, 2022, at 5:30 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley, and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Assistant Police Chief Hillary Wreay, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Finance Director Kyle Lester, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Fire Department Update

Fire Chief Mark Cantrell gave a thorough presentation highlighting the accomplishments and activities of the Fire Department over the last four years (2018-2021). The highlights of the presentation showed the national average for a cardiac event save is 23% and the Colleyville Fire Department record is over 53%, a combined average for 2018-2021. Since 2018, the Colleyville Fire Department has saved 18 lives using their internal standard, and 27 lives using the national standard. The Colleyville Fire Department holds themselves to a much higher standard than the national standard. Chief Cantrell reported on the call time statistics, providing analysis between incident volume, and response time. He highlighted several of the awards the department has been recognized with, and reported the department was able to reduce the Insurance Services Office (ISO) rating from a 4 to a 2, the lower number being a better rating. Chief Cantrell also discussed the equipment the department designed for the department which includes the 2020 Spartan Fire Engine which has a shorter wheel base and allows for a better turning radius.

Chief Cantrell reviewed the department initiatives, community assistance and response to Covid, projects for which grants have been received, increased training and professional growth, and the building remodels throughout the City which have been completed by fire personnel, instead of an outside contractor. Chief Cantrell concluded by thanking the City Council and City Manager for providing the direction and support which has allowed the department to excel.

WS-2 Presentation of the adhoc General Fund CIP Fee Advisory Committee recommendations

Finance Director Kyle Lester presented the history and current model used to fund the Capital Improvement Fund. He noted the adhoc General Fund CIP Fee Advisory Committee was charged with investigating the need for a potential cash-funding mechanism for future general capital projects, which primarily consist of transportation-related improvements. Director Lester stated the committee reviewed the funding sources and projects intended to be funded by a fee. He noted the current five-year CIP average annual spend is under an average of \$5 million which a staff estimated typical average annual spend to be in the \$4 million range.

Director Lester stated staff created a model as the focal point of the committee's discussions, which takes into account all known revenues, including the annual \$1.5 million transfer from the General Fund, interfund transfers from the TIF, potential grant funding, and any year-end surpluses. All known expenses from the adopted CIP were input, as was the estimated potential spending through 2033. From there, it was simply a matter of applying the model to determine the fee amount needed. Director Lester stated all of the modeling tended to top out at \$11/month, which would probably not be implemented currently, but would be in the future. Director Lester noted the Committee Chair, June Shrewsbury is present and will be explaining the committee's recommendations for minimum and maximum fund balances, connecting the model/fee to the CIP to avoid debt; and considering when to enact the fee.

Ms. Shrewsbury thanked the Council for this opportunity and noted she was a 17 year resident of Colleyville, and this was a great committee to work with. Ms. Shrewsbury stated Director Lester provided a very good overview and added the committee discussed how the fee should be applied; algorithm or flat fee, when a gap will occur, and a required minimum CIP fund balance. She stated the committee feels a flat fee for everyone is appropriate, the CIP required minimum balance should be \$3 million.

Ms. Shrewsbury stated the committee formally recommends enacting a \$2 per month CIP fee to begin in FY2023. By enacting the fee now, there should be no future need for debt funding, everything could remain cash funded, and should eliminate a need for the higher \$11 fee. Ms. Shrewsbury also stated this fee should be reviewed annually, adjusted accordingly, and approved as part of the budget process. Ms. Shrewsbury also stated the committee wishes to help educate citizens regarding this fee and continue the City Council's transparency efforts.

Mayor Newton thanked Ms. Shrewsbury and the committee and noted this is important work and was well done.

Mayor Newton stated requiring the fee to be evaluated with the annual 5-year capital improvement plan update and the annual budget approval process forces long term planning and provides transparency. The fee will always be based on the contents of the 5-year capital improvement plan, and if citizens think the fee is too

much in the future, they should critically review the priorities and content of the 5-year capital plan. This provides appropriate checks and balances.

WS-3 Discussion of the January 18, 2022, City Council regular agenda items

There was no further discussion and Mayor Newton adjourned the Worksession at 6:35 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 attorney on legal issues raised by items on the agenda

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There was no action taken and Mayor Newton adjourned Executive Session at 7:25 p.m.

Mayor Newton called the regular meeting of the City Council to order at 7:34 p.m. and called the roll.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley, and Callie Rigney.

INVOCATION: Pastor Katie Newkirk, First United Methodist

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-22-4689

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition

Mayor Newton began by providing a statement regarding the terroristic hostage event at Congregation Beth Israel on January 15, 2022. Mayor Newton called on Police Chief Michael Miller to provide an overview of the state and federal resources which were called in to assist, and finally thanked all the resources who provided assistance and/or are still helping our City.

Mayor Newton and the City Council provided the following announcements:

Fire Department Saves Another Life; Early CPR Crucial – According to the American Heart Association, approximately 9 out of 10 people who have cardiac arrest outside the hospital die. Early CPR can improve those odds if performed in the first few minutes of cardiac arrest, doubling or even tripling a person's chance of survival. Colleyville Fire Department's commitment to training has resulted in 18 lives being saved since 2018, with the latest save occurring this month. Colleyville Fire Department recently responded to a home in Colleyville for a male patient having a heart attack. The patient was treated with advanced emergency medical care and transported to a local hospital. Minutes after leaving the house, the patient went into cardiac arrest and stopped breathing. CPR was performed and the patient defibrillated but he remained in lethal heart rhythm. Fire Department crews remained with the patient 30 minutes at the hospital while life saving measures were performed. Early CPR and life saving measure efforts paid off and the patient is expected to make a good recovery. Early CPR intervention is key to saving lives. If you see someone in cardiac arrest, call 911 right away and start CPR. Your early intervention will make a difference.

Recognition of the Colleyville Fire Department as recipient of the Baylor Scott and White Hospital EMS Super Star award - Fire Chief Mark Cantrell and Mayor Richard Newton

Mayor Newton called on Fire Chief Mark Cantrell who explained each month, Baylor Scott & White Health System's EMS program identifies a Superstar EMS

Agency to recognize for exemplary performance. This January, Colleyville Fire Department was selected for this honor.

Colleyville Fire was selected based upon a very rare case which had a favorable outcome. Crews experienced a phenomenon called CPR Induced Consciousness. It is a fairly new occurrence among healthcare providers, likely due to recent improvements in pre-hospital emergency care of cardiac arrest patients. Fire department staff were able to take the knowledge gained from this event and develop a case study which will benefit both our personnel, and the healthcare industry as a whole.

COVID-19 Update – Tarrant County Health Department officials continue to express concern about the rise in cases throughout our region. The current surge in positive cases is attributed to the more contagious – yet less severe – COVID-19 Omicron variant. Hospitalizations are on the rise with 27% of Tarrant County hospital beds occupied by COVID-19 patients. However, it is worth noting that deaths do not appear to be rising. Health Department officials have indicated their belief that the current virus spread will subside in early February.

State of the City Scheduled for February 3rd – Mayor Newton will present the annual State of the City at the February lunch meeting of the Colleyville Chamber of Commerce. Later that same evening (6 PM) a Town Hall will be held at the Colleyville Center for a State of the City presentation to the public at large. The event will be recorded and provided via our website and social media.

Sales Tax Continues on Tear, Up 20% in November – The Texas Comptroller's Office has posted the latest sales tax receipts for January, representing all receipts from purchases made in November of this year. Continuing our strong upward trend, November's collection came in at 20% over the previous year, making for a total dollar gain of almost \$270,000 through the second month of this fiscal year.

Colleyville Gift Card Program Update – The Gift Card Program ended 1/7. We have begun to see redemptions from our Colleyville businesses. To date, we have redeemed 12,127 - \$35 cards (5,940 1st round, 6,187 2nd round) totaling \$424,445 and 339 - \$50 cards (\$16,950).

Iced Tea Franchise Looking at Former Sonic Site - Staff met with the owner of HTeaO about going into the old Sonic site at 4917 Colleyville Blvd. HTeaO is a to-go iced tea/coffee business based in West Texas.

Main Street to Close For One Day (January 20) – As part of the Colleyville Gateway Tower project, utility relocation will commence at the intersections of Main Street/Thompson Terrace and Main Street/Colleyville Boulevard on Thursday, January 20 beginning at 6:00 AM. During this effort SH26 traffic will remain unimpeded. Detour routes will be provided for Main Street and Thompson Terrace.

Retail Center Permitted – A permit has been submitted for a new retail center at 7181 Colleyville Blvd. The 11,000 sq. ft. building will be located at the corner of SH26 and Longwood. Construction is scheduled to begin this spring.

Recognition of the Featured Business of the Month - Kimberly Bags

Owner Kimberly Holt could not be present, but will receive the plaque.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-22-4690

- 4a** Approval of the minutes of the regular City Council meeting of January 4, 2022
- 4b** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement
- 4c** Approval of rejecting all bids for the Waste Water Project 5 - Quails Path Sanitary Sewer Line Replacement project

Mayor Newton read Resolution R-22-4690 in its entirety.

Public Works Director Ray Silva-Reyes presented items 4b and 4c.

Regarding item 4b, Councilmember Dodson noted the roads will be improved with overlay instead of chip seal, which will provide for a longer life cycle of the roads.

There was no discussion of 4c.

Mayor Newton opened and closed the public hearing at 8:29 p.m. as there were no speakers.

Councilmember Rigney made a motion to approve Resolution R-22-4690 seconded by Councilmember Dodson.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

5. ITEMS NOT FOR CITY COUNCIL ACTION**5a** Monthly Financial Report - December 2021

Finance Director Kyle Lester presented a year-end recap of fiscal year 2021 ending September of 2021, and presented the December financial report, which is the third month in the current 2022 fiscal year or 25% of the fiscal year. He noted the expenses for December were under budget by approximately \$180,000. Director Lester went on to review each of the funds for FY22.

General Fund - has collected \$8.9 million in revenue and spent 29%, or \$7.8 million, of budgeted expenditures.

Sales tax revenue - Colleyville received its second collection of the fiscal year, and it brought in another 20% over November of last year. Together with last month, this puts total YTD growth to 19.9% over FY21, and makes for a total dollar gain of almost \$270,000.

Utility Fund - has collected 25% of its budgeted revenue and spent 16% of budgeted expenditures, yielding a much stronger surplus than this time in the previous year. As the summary indicates, the City's direct revenues have come in a little lower than its expenses, although this is more than offset by the YTD Trinity River Authority savings. Isolating the Trinity River Authority revenues and costs, it is evident the City has only been billed for debt service costs in the first two months of our current fiscal year, having already met their revenue requirement. December marks the first month of the TRA's new fiscal year, and the City will be fully billed for water usage through September.

Drainage Fund - has received 25% of its budgeted revenue and spent 21% of expenditures. This fund's cash flow is stronger than the previous year, with a surplus of \$110,000, led by lower spending in almost every expense category.

Hotel Fund - COVID-related economic disruptions took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has remained with a strong balance to fund costs. The FY21 ending fund balance came to \$245,000, and will be spent down until January of this fiscal year, when the first tax payment comes in.

Debt Service Fund - being predominately funded through property taxes, the Debt Service fund has yet to receive a substantial portion of its revenue this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of November's figures, the fund is running a surplus of about \$130,000 now that property taxes have begun to hit. It should be noted updated property tax forms necessitate a planned spend down

of fund balance by \$194,000 this year. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.

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

6a Ordinance O-22-2187

Consideration of a Special Use Permit for a residential carport on Lot 31, Block 1, Wescoat Place Addition, located at 5916 LD Lockett Road, Case ZC21-029

Mayor Newton read the caption of Ordinance O-22-2187.

Community Development Director Ben Bryner presented this item for an SUP to allow for a new carport. Director Bryner noted the original request was for the carport to encroach three feet into the required side yard setback to be two feet from the property line. Since the last meeting, the applicant has provided plans which provide for a smaller carport and meets all standards, including compliance with the five-foot setback from the side property line. Director Bryner stated staff had recommended denial of the previous request based on technical non-compliance, however, the recommendation is now approval, as was the recommendation of the Planning and Zoning Commission if the five-foot setback was achieved.

Mayor Newton and Councilmember Dodson asked staff if the ordinance had been modified and all information is true and correct. Director Bryner stated yes.

Mayor Newton opened the public hearing at 8:49 p.m.

Kathy Hadley, 204 Timberline Drive N, spoke in favor of this item.

There were no others wishing to speak and Mayor Newton closed the public hearing at 8:50 p.m.

Councilmember Nakamura made a motion to approve Ordinance O-22-2187, seconded by Councilmember Wheat.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6b Ordinance O-22-2188

Consideration of a zoning change from AG Agricultural to R-40 Single Family Residential zoning district for Lot 1, Block 1, Howard Place Addition, located at 6113 Bransford Road, Case ZC21-031

Mayor Newton read the caption of Ordinance O-22-2188.

Community Development Director Ben Bryner presented this item requesting to rezone from the AG Agricultural district to the R-40 Single Family Residential district to allow for construction of an additional garage and living space attached to the existing home.

Director Bryner noted at the January 4, 2022 meeting, the applicants were asked to consider RE zoning. Should the zoning for RE be approved, the only deficiency with lot width by 25 feet. Director Bryner stated the applicant is agreeable to the RE and noted both an R-40 and an RE zoning ordinance was included in the packet for the Council's review.

Mayor Pro Tem Lindamood stated he was okay with either zoning.

Mayor Newton opened the public hearing at 8:55 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke in favor of RE zoning, but opposed to R-40.

Sayed Syed, Planning and Zoning Commission, Place 3, 6705 Sapphire Circle North, stated the Planning and Zoning Commission recommended R-40 and did not recommend the RE because of the allowance of animals.

Councilmember Dodson stated he believes this is clearly an RE zoning.

There were no others wishing to speak and Mayor Newton closed the public hearing at 8:59 p.m.

Mayor Pro Tem Lindamood made a motion to approve Ordinance O-22-2188, approving RE zoning, seconded by Councilmember Dodson.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6c Ordinance O-22-2189

Consideration of a zoning change from AG Agricultural to R-40 Single Family Residential zoning district for Tract 1, Abstract 798, Joseph H. Harrell Survey, located at 715 Murphy Road, Case ZC21-034

Mayor Newton read the caption of Ordinance O-22-2189.

Community Development Director Ben Bryner presented this item requesting to rezone from the AG Agricultural district to the R-40 Single Family Residential

district to allow for construction of a new single-family residential home. Director Bryner noted Councilmember Dodson had asked for the contour exhibit, which was provided. He noted the City's Engineer must review and sign off on the plans, before the property is platted.

At this time, Mayor Pro Tem Bobby Lindamood recused himself from any discussion as he learned earlier in the day of January 18, 2022, his company won the bid for the demolition on this property.

There was brief discussion with staff between Councilmembers Wheat and Rigney, regarding the RE requirements. Councilmember Wheat stated the RE zoning cannot be met and Director Bryner stated this property is not platted.

Mayor Newton opened the public hearing at 9:06 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke in opposition of the request.

Mayor Newton closed the public hearing at 9:07 p.m. as there were no others wishing to speak.

Councilmember Wheat made a motion to approve Ordinance O-22-2189, seconded by Councilmember Kelley.

The motion to approve carried by the following vote:

Ayes: 6 – Mayor Newton, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

Recused: Mayor Pro Tem Lindamood

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-22-4691

Request for a Variance to the Street Side Yard Setback on Lot 10R, Block 12, Highland Meadows Addition, located at 6003 Sunderland Drive, Case VC21-005

Mayor Newton read Resolution R-22-4691 in its entirety.

Community Development Director Ben Bryner presented this request for a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, for the street side yard setback in the R-20 Single Family Residential district. He stated the request is to allow for the addition of a garage with a game room within the street side yard setback. Director Bryner explained the property is zoned R-20 and the required street side yard setback is 30 feet, however, the Land Development Code was changed in 2019 to provide for

the 30 feet, which was previously 15 feet. Under the updated regulations the garage addition would encroach 15 feet and be in-line with the existing house on this side. Should the waiver request be denied, the applicant would only be allowed to make improvements to the inside of the house up to 50% of the value of the structure. No expansion to the house would be permitted unless it complies with the 30-foot setback distance.

Mayor Newton asked staff if it is the side yard setback which is being discussed, and if so, does the 15 feet match the existing homes. Director Bryner replied yes.

Councilmember Dodson asked staff to review the lot coverage. Director Bryner provided the information and it was noted all parameters (lot coverage, and impervious area) has been met.

Councilmember Wheat stated she believes it would be onerous to the homeowner to not allow this waiver.

Councilmembers Nakamura and Dodson also stated their agreement with the waiver.

Applicants Duane and Brooke Smart, answered questions or the Council regarding HOA requirements, driveway location, and the roofline.

Mayor Newton opened the public hearing at 9:26 p.m.

Donald Queler, 6002 Pembroke, spoke in favor of this item and noted the width of the street is wide and he likes the consistency of the neighborhood the waiver would provide.

Mayor Newton closed the public hearing at 9:30 p.m. as there were no others wishing to speak.

Councilmember Rigney made a motion to approve Resolution R-22-4691 seconded by Councilmember Wheat.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

7b Resolution R-22-4692

Approval of a resolution calling a General Election for the purpose of electing a Mayor and City Councilmembers to Place 1 and Place 2 and authorizing a joint election agreement and contract for election services with Tarrant County Elections Administration

Mayor Newton read Resolution R-22-4692 in its entirety.

City Secretary Christine Loven stated the resolution calls a General Election for May 7, 2022, provides for the second floor of the Library to be used for early voting and Election Day voting, provides for the Mayor to negotiate and execute an agreement with Tarrant County Elections Administration for a joint election which provides cost sharing, use of equipment, and conduct of the election with other Tarrant County cities and school districts. She also noted the Agreement clauses to be addressed by the Mayor to include access to Early Voting Results and Absentee Balloting.

Mayor Newton noted Tarrant County Elections Administrator Heider Garcia has met with the City Council to discuss the process and the contract terminology and clauses. Mayor Newton stated the City, for its convenience contracts with Tarrant County, however, the City could conduct its own elections if it so desired. He stated voting fraud does occur and reiterated the need to be vigilant to protect against voting fraud, especially in absentee balloting. Mayor Newton stated he will require specific language to be included in the contract with Tarrant County and this resolution provides for him to negotiate the contract.

Mayor Newton opened the public hearing at 9:37 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke in favor of the request and encouraged all to vote.

Mayor Newton closed the public hearing at 9:37 p.m. as there were no others wishing to speak.

Councilmember Dodson made a motion to approve Resolution R-22-4692 seconded by Councilmember Nakamura.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

8. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive N, spoke regarding coyotes in the area and warned pet owners to be vigilant and noted potholes are forming on Timberline Drive N.

Ms. Hadley thanked everyone, Colleyville Police, City Council, and staff for handling the hostage crisis with class and stated God is blessing Colleyville and she prays for us always.

9. REPORTS

Planning and Zoning Commission Minutes - December 13, 2021

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JANUARY 18, 2022 - READING AND PUBLIC HEARING - RESOLUTION R-22-4693

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 9:43 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 1ST DAY OF FEBRUARY 2022.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4b

Agenda Date 2/1/2022

Number

Type Resolution

Department Parks and Recreation

Title

Approval of a construction contract with Mart, Inc., for the Senior Center Improvements Project, in an amount not to exceed \$3,431,000, and authorizing the City Manager to execute the contract

Strategic Plan

3.4 Thoroughly plan for future capital investments and associated costs

Explanation

Reading and Public Hearing

Renovation of the Senior Center was recommended in the 2018 Parks, Recreation, and Open Space Master Plan. The City's consultant on this project, Barker Rinker Seacat Architecture (BRS), has worked with the City Council and staff since February 2021 to develop the concept, development goals, and budget. BRS met with City Council in March, April, May, June, and October to finalize the designs, color palette, budget, and milestone dates. With City Council direction to move forward with a total project budget of \$4.65 million, (\$3.4 million for hard construction costs and \$1.250 million for soft costs) to incorporate City Council desired enhancements, the construction portion of the project went out to bid in December 2021. The estimated probable hard construction cost budget was \$3.4 million.

Staff is seeking approval of a construction contract with the low bidder, Mart, Inc., for the Senior Center Improvements Project, in an amount not to exceed \$3,431,000, which includes \$40,000, for Alternate #1 for the monument sign and \$15,000, for Alternate #2 for additional graphics, and rejects bid alternate #3 to reduce the amount of acoustic tiles.

The total project was authorized in the FY2022-2026 Capital Improvement Program by Resolution R-21-4651 in an amount of \$3,065,000, in 2022 and \$1 million in 2023. Upon approval of construction contract, staff and BRS will begin working on the soft cost items which include furniture, fixtures, and equipment.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on December 19, and 26, 2021 and January 2, 9, and 16, 2022. 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 67 plan holders, of which were two architects, one engineer, 37 general contractors, two manufacturer, four other, six plan rooms, 13 sub-contractors and two suppliers.

The City received ten sealed bids, which were opened and publicly read aloud on January 18, 2022.

Bidder	Base	Alt 1	Alt 2	Total	Alt 3
Mart, Inc.	3,376,000	40,000	15,000	3,431,000	-6,000
JC Commercial Inc.	3,397,448	40,000	15,000	3,452,448	-16,000
JM Construction Solutions	3,433,566	6,600	8,100	3,448,266	-7,500
Tegrity Contractors Inc.	3,471,820	17,777	45,777	3,535,374	-20,777
CMC Development	3,670,000	16,000	28,000	3,714,000	-10,000
Phillips/May Corporation	3,810,993	40,000	15,000	3,865,993	-16,700
Ratcliff Constructors	3,880,197	40,000	15,000	3,935,197	-16,265
Northridge	4,122,843	45,229	16,961	4,185,033	-10,000
SDB Contracting Services	4,163,500	42,840	16,070	4,222,410	-16,265
Digital Resources	Incomplete				

Financial Impact

Funding sources for this project are the Colleyville Economic Development Corporation and Tomorrow Fund.

Recommendation

Approve

Attachments

1. Senior Center Improvements presentation
2. BRS Presentation

4b. Senior Center Improvements Project



Approval of a construction contract with Mart, Inc., for the Senior Center Improvements Project, in an amount not to exceed \$3,431,000.

This amount includes \$40,000, for Alternate #1 for the Monument Sign and \$15,000, for Alternate #2 for Additional Graphics, and authorizing the City Manager to execute the contract

PROJECT HIGHLIGHTS

- Renovation of the existing Senior Center
- Monument Sign
- Additional Graphics



4b. Senior Center Improvements Project



The City received ten sealed bids, which were opened and publicly read aloud on January 18, 2022, and recommends Mart, Inc., the low bidder.

Bidder	Base	Alt 1	Alt 2	Total	Alt 3
Mart, Inc.	3,376,000	40,000	15,000	3,431,000	-6,000
JC Commercial Inc.	3,397,448	40,000	15,000	3,452,448	-16,000
JM Construction Solutions	3,433,566	6,600	8,100	3,448,266	-7,500
Tegrity Contractors Inc.	3,471,820	17,777	45,777	3,535,374	-20,777
CMC Development	3,670,000	16,000	28,000	3,714,000	-10,000
Phillips/May Corporation	3,810,993	40,000	15,000	3,865,993	-16,700
Ratcliff Constructors	3,880,197	40,000	15,000	3,935,197	-16,265
Northridge	4,122,843	45,229	16,961	4,185,033	-10,000
SDB Contracting Services	4,163,500	42,840	16,070	4,222,410	-16,265
Digital Resources	Incomplete				



COLLEYVILLE SENIOR CENTER IMPROVEMENTS

CITY COUNCIL DESIGN PROGRESS / CONSTRUCTION BIDDING UPDATE

FEBRUARY 1, 2022



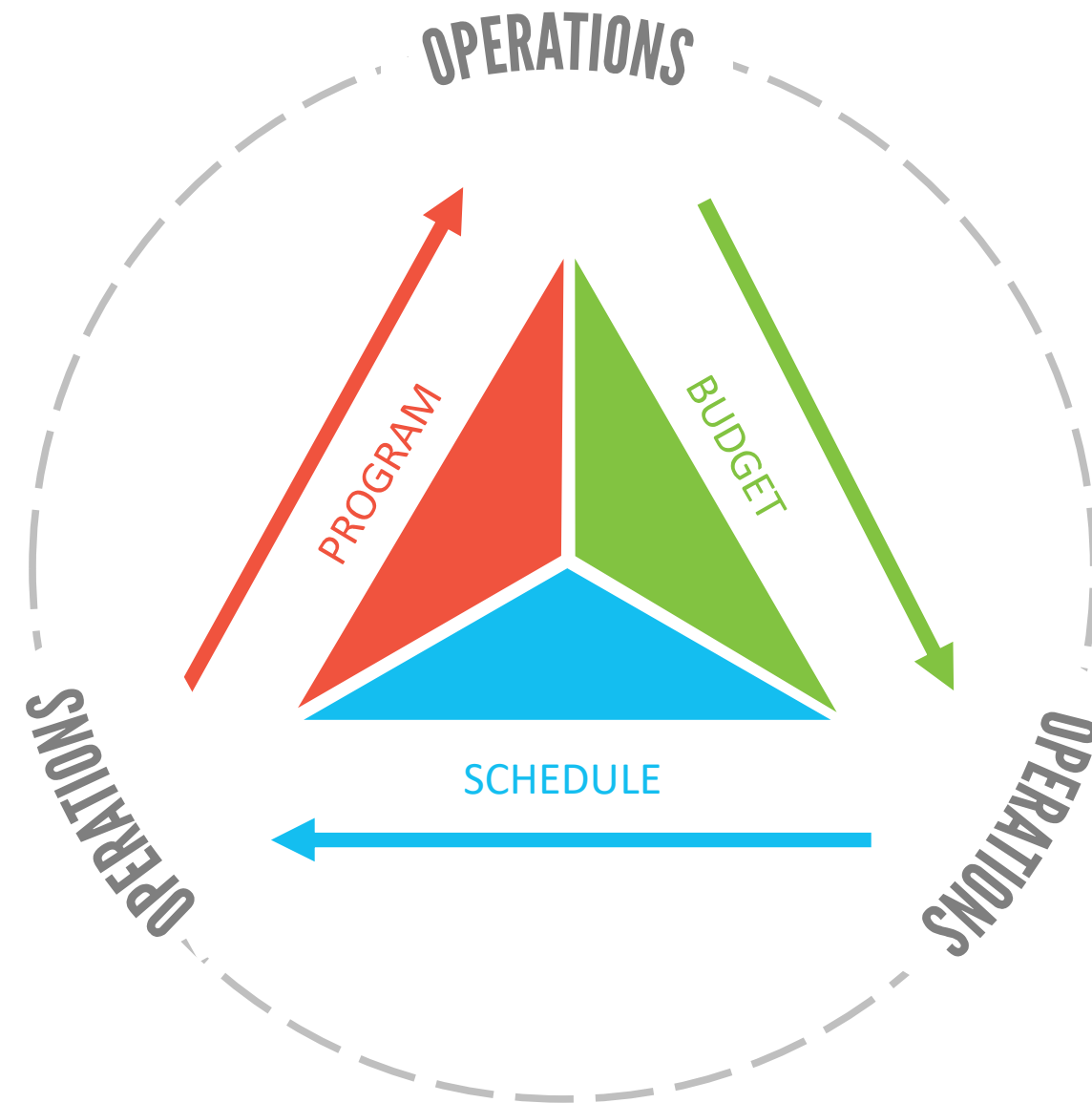
COLLEYVILLE SENIOR CENTER IMPROVEMENTS – DESIGN PROGRESS / CONSTRUCTION BIDDING UPDATE
FEBRUARY 1, 2022

UPDATE REGARDING THE IMPROVEMENTS & ENHANCEMENTS OF THE EXISTING SENIOR CENTER BUILDING

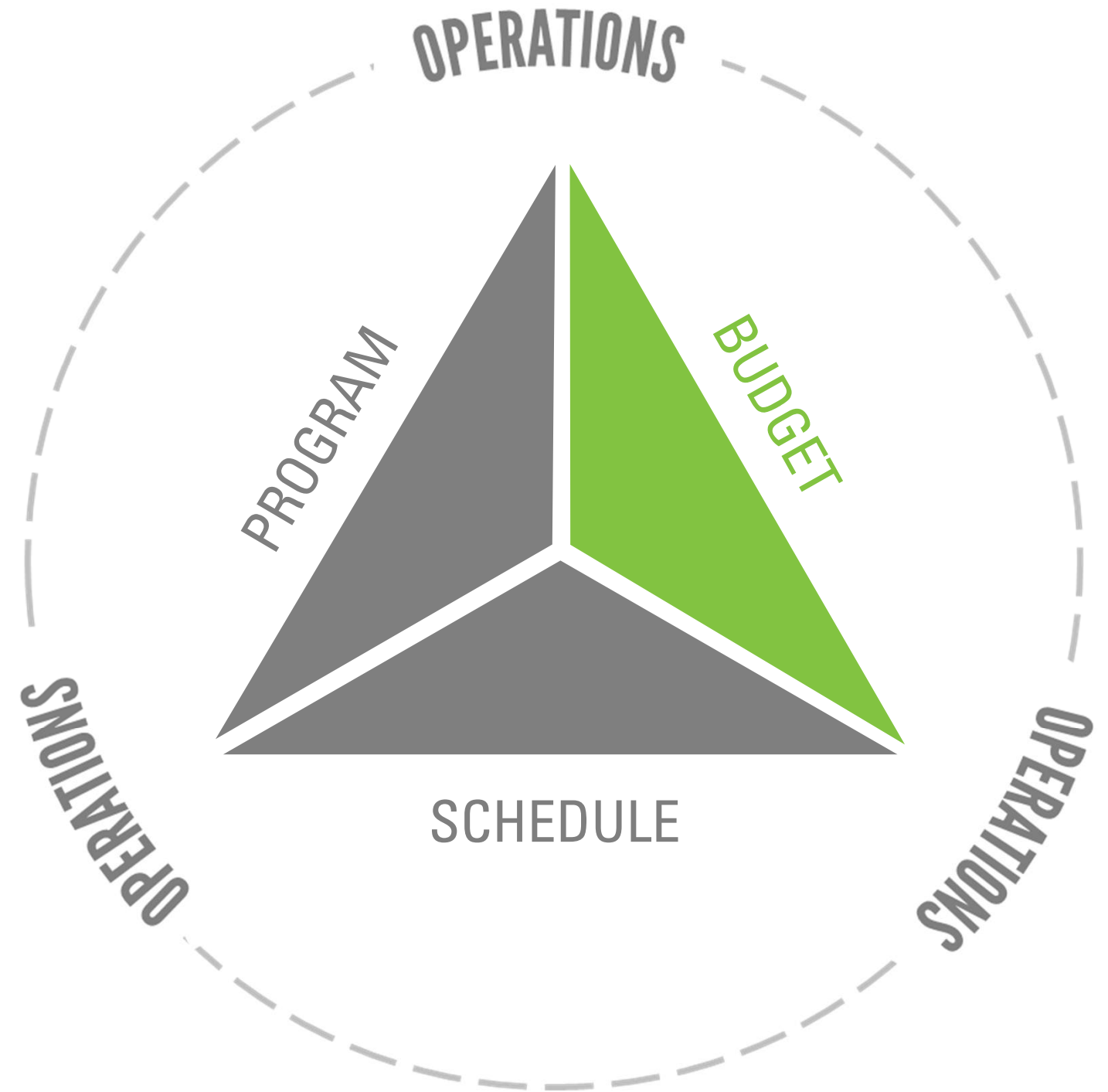
- Project budget, schedule, and program update
- Exterior appearance
- Interior appearance update
- **Consider** acceptance of the Construction Bid to begin construction

A PROVEN PROCESS

TO GET THE BEST RESULTS!

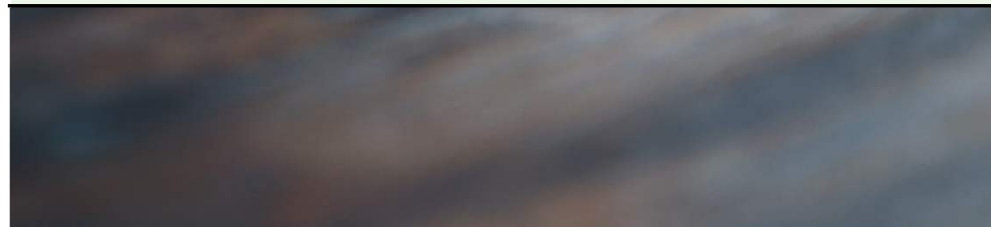


PROJECT BUDGET



TOTAL PROJECT BUDGET – FROM PREVIOUS COUNCIL UPDATES IN JUNE & OCTOBER 2021

Total Approved Project Budget	\$4,650,000
Hard Construction Costs – Estimated	\$3,400,000
Soft Costs	\$1,250,000
• Total Design Fee • Furniture, Fixtures, & Equipment • Testing & Inspections • Owner's Contingency (10% of Construction Cost) Note: This Value is Common & Industry Standard for Renovation of this Level of Complexity	\$500,000 \$360,000 \$50,000 \$340,000



TOTAL PROJECT BUDGET – FEBRUARY 2022 UPDATE

Total Approved Project Budget	\$4,650,000
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Hard Construction Costs – Base Bid	\$3,376,000
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Soft Costs	\$1,250,000
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Current Project Budget	\$4,626,000
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Difference	(\$24,000)
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THE CURRENT BASE PROJECT IS UNDER BUDGET!

TOTAL PROJECT BUDGET – FEBRUARY 2022 UPDATE

Recommended Alternate Opportunities

Alternate 1 - Renovation of the Monument Sign on Glade Road • This was a future project • \$40,000 for Construction \$8,000 for Design	Total Added Cost \$48,000
Alternate 2 – Additional Graphics & Wayfinding • Enhancement of the Interior Experience • \$15,000 for Construction No New Design Fee Req.	Total Added Cost \$15,000
Current Project Budget	\$4,626,000
Alternate 1 + Alternate 2	+ \$63,000
Total Potential Project Budget	\$4,689,000
Value Above the Approved Budget	+ \$39,000

TOTAL PROJECT BUDGET – FEBRUARY 2022 UPDATE

Bidding Information

Number of Complete Bids Received

9 Bids

Value Range of Base Bids

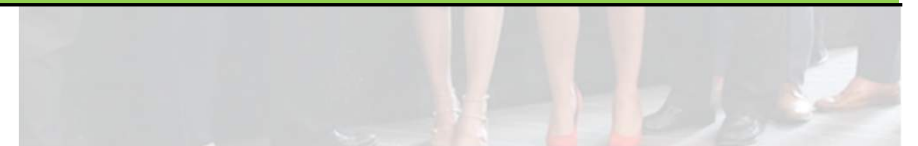
\$3.376M - \$4.164M

The Lowest Three Base Bids Ranged from
\$3.376M – 3.434M

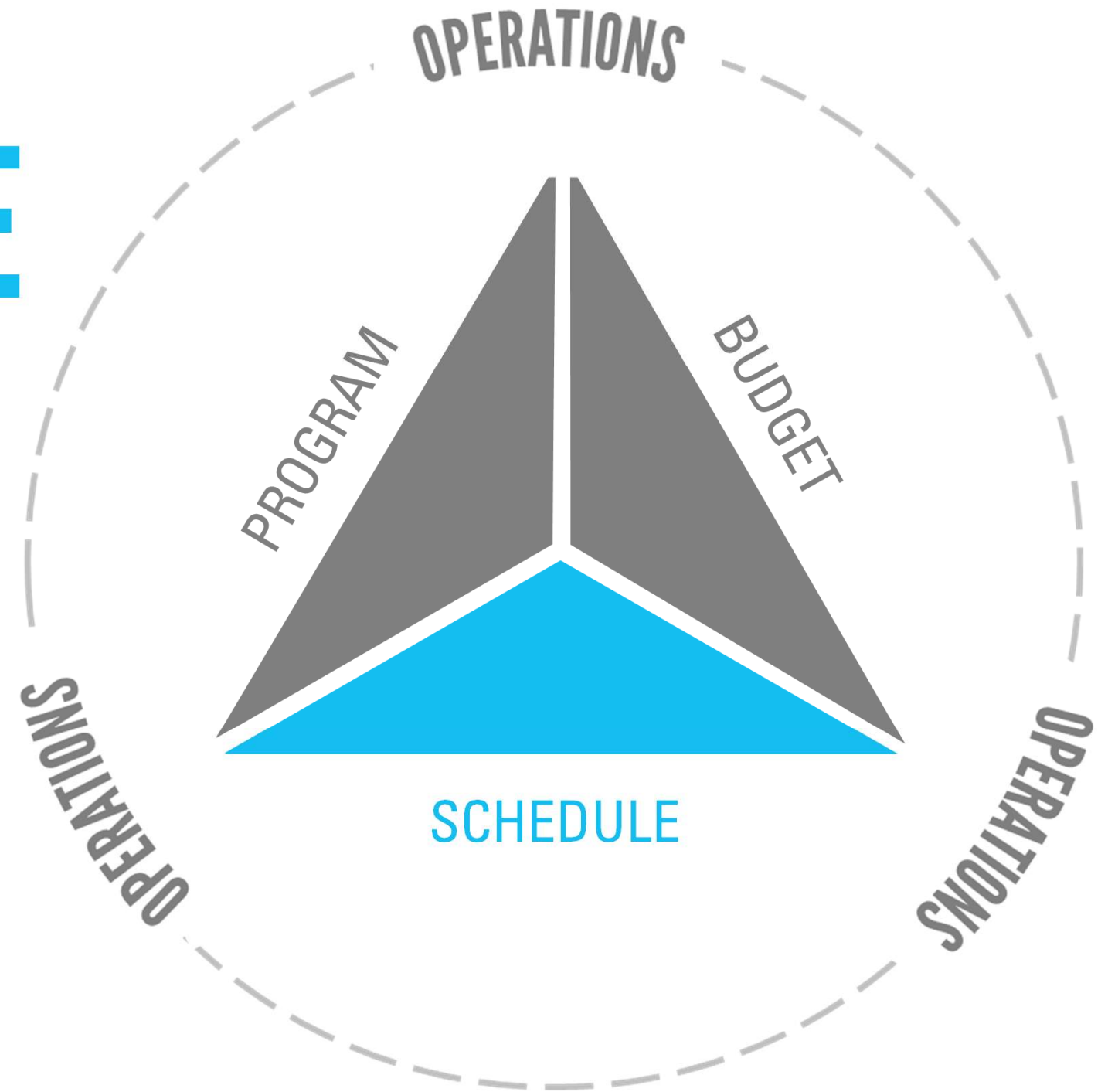
Spread of < 2%

This Tight Spread Gives Us Confidence that the Bidding Should be
Accurate and the Work is Properly Accounted for with the Low Bid

The Apparent Low Bidder is Mart, Inc from Irving, TX

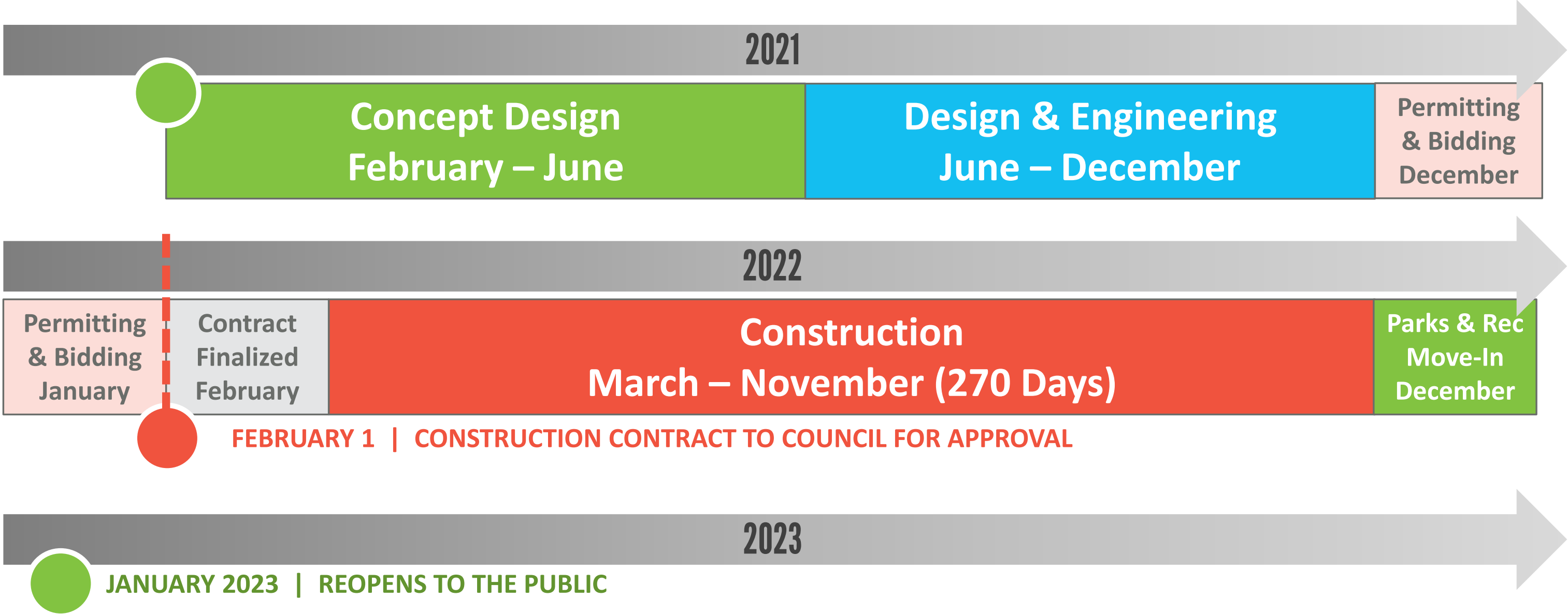


PROJECT SCHEDULE



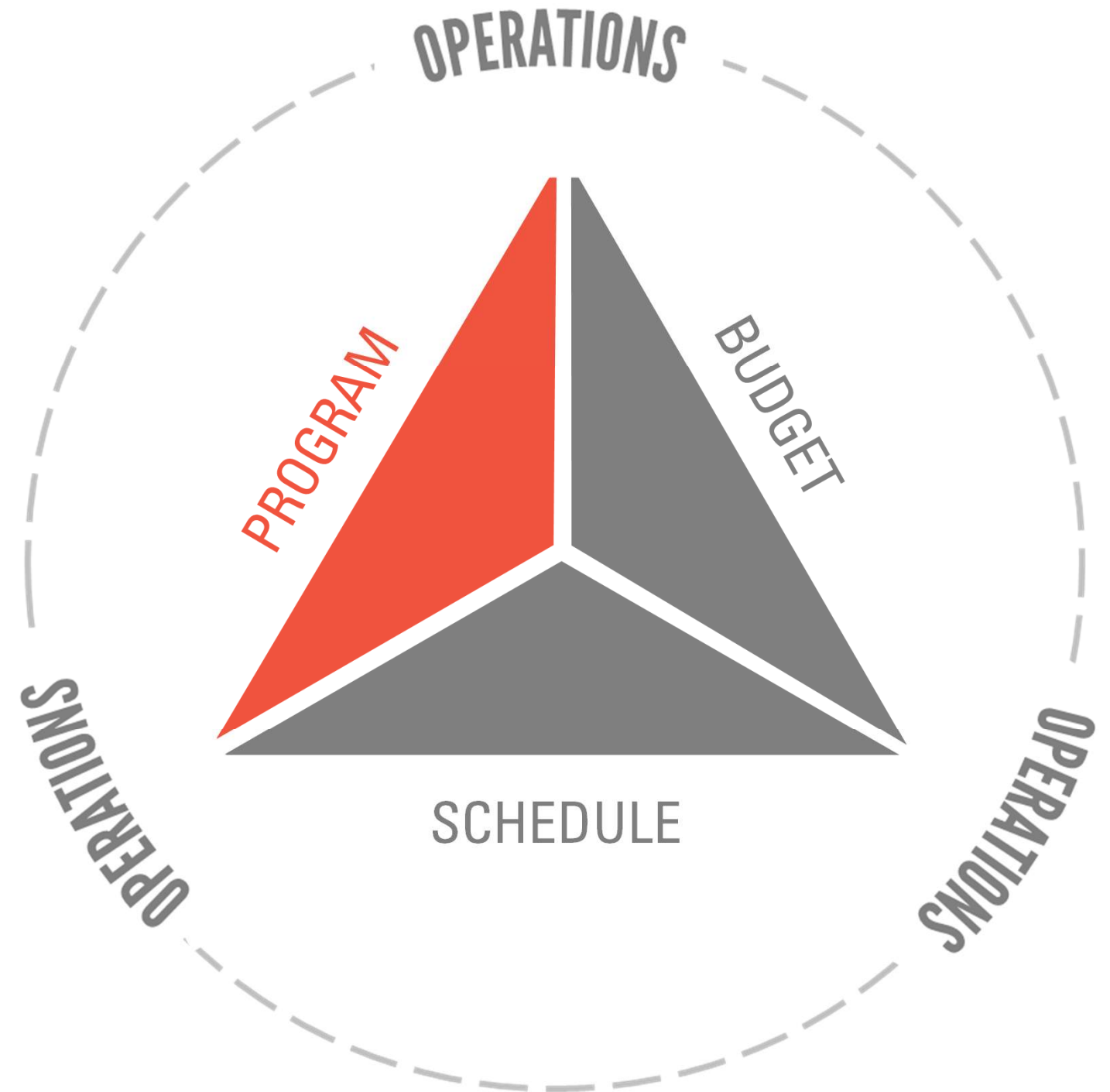
CSCI – FULL PROJECT SCHEDULE REVIEW

MILESTONE DATES

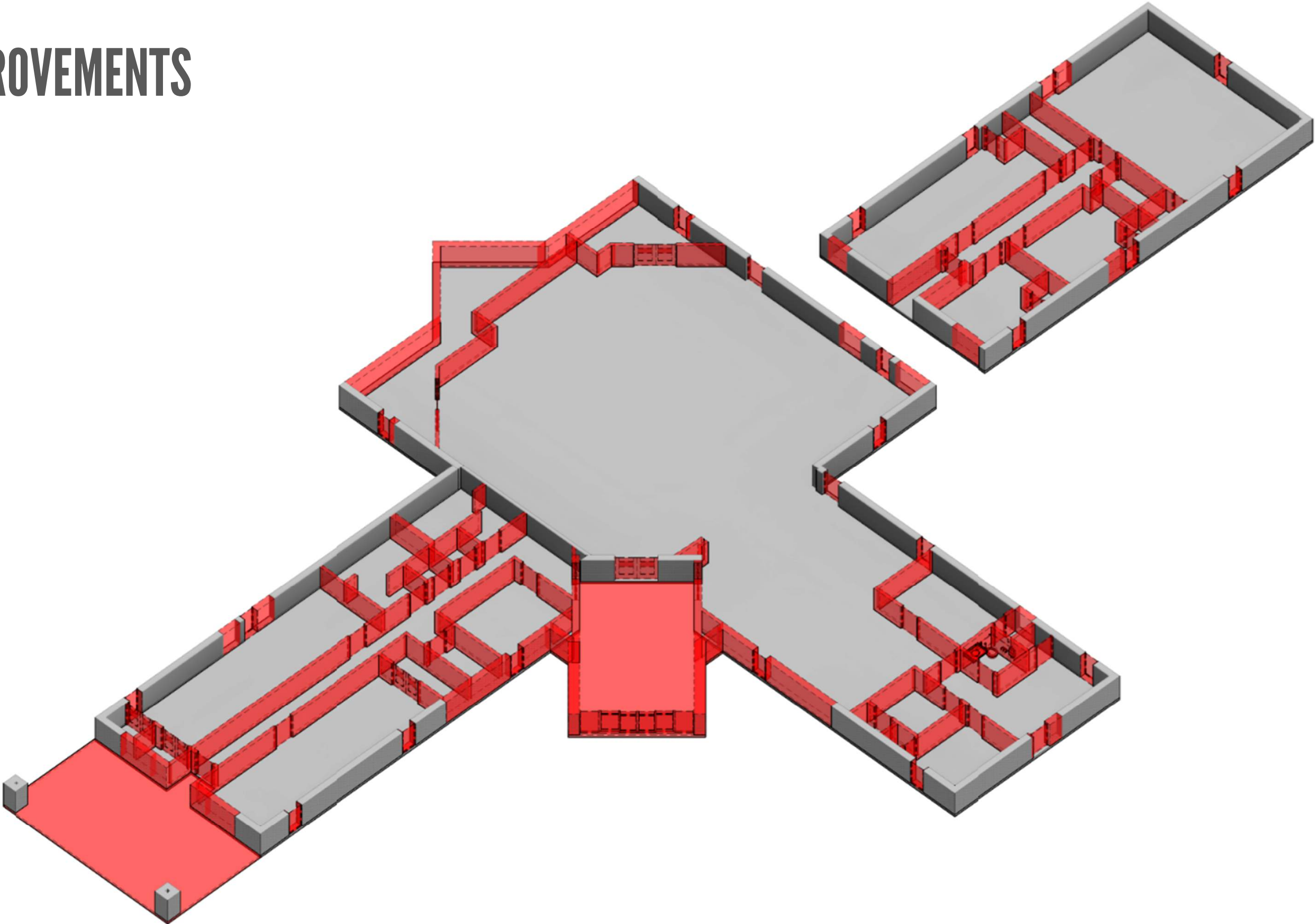


PROJECT ARCHITECTURE

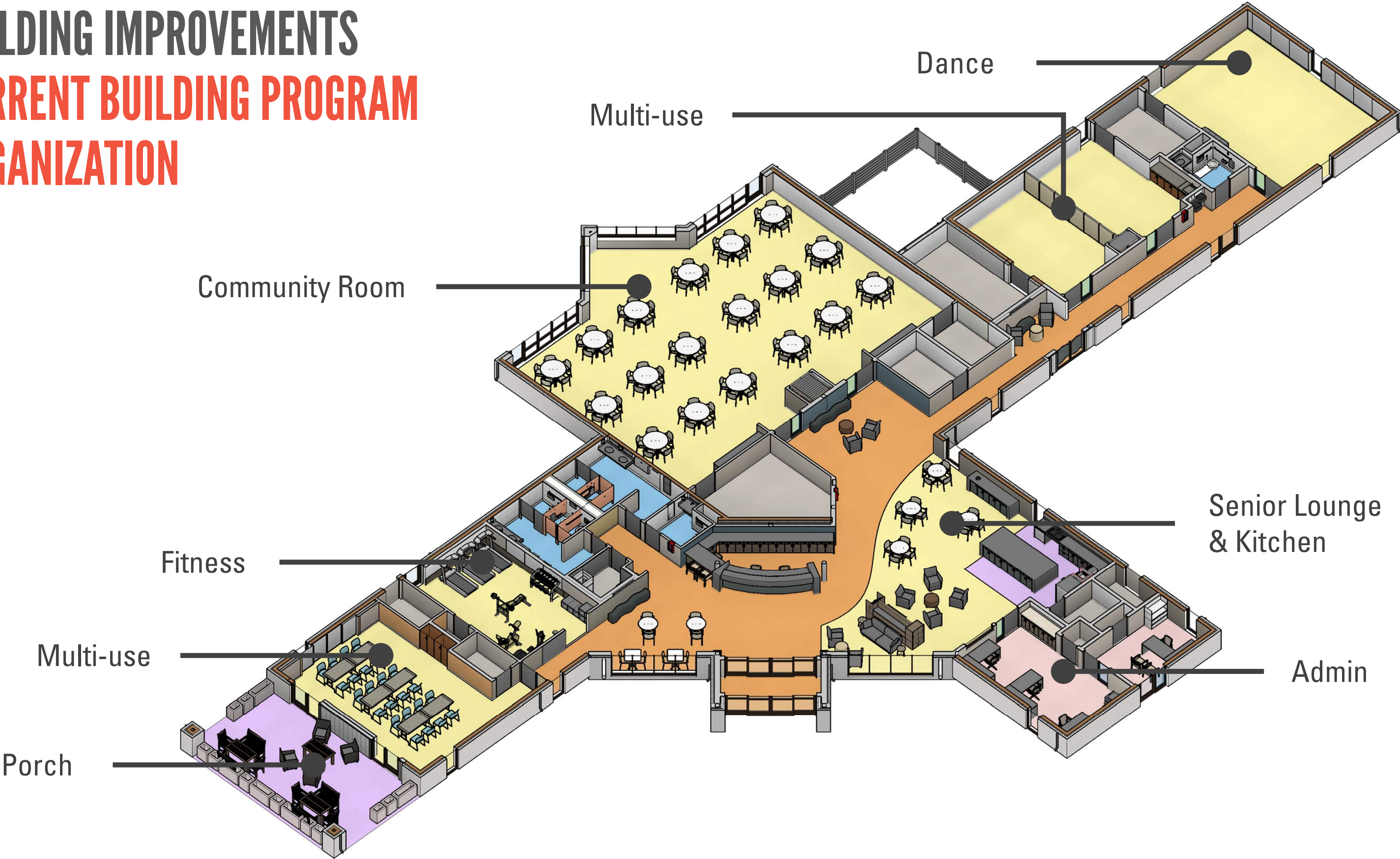
- BUILDING LAYOUT
- EXTERIOR APPEARANCE
- INTERIOR APPEARANCE
- COLOR PALETTE



BUILDING IMPROVEMENTS
DEMOLITION

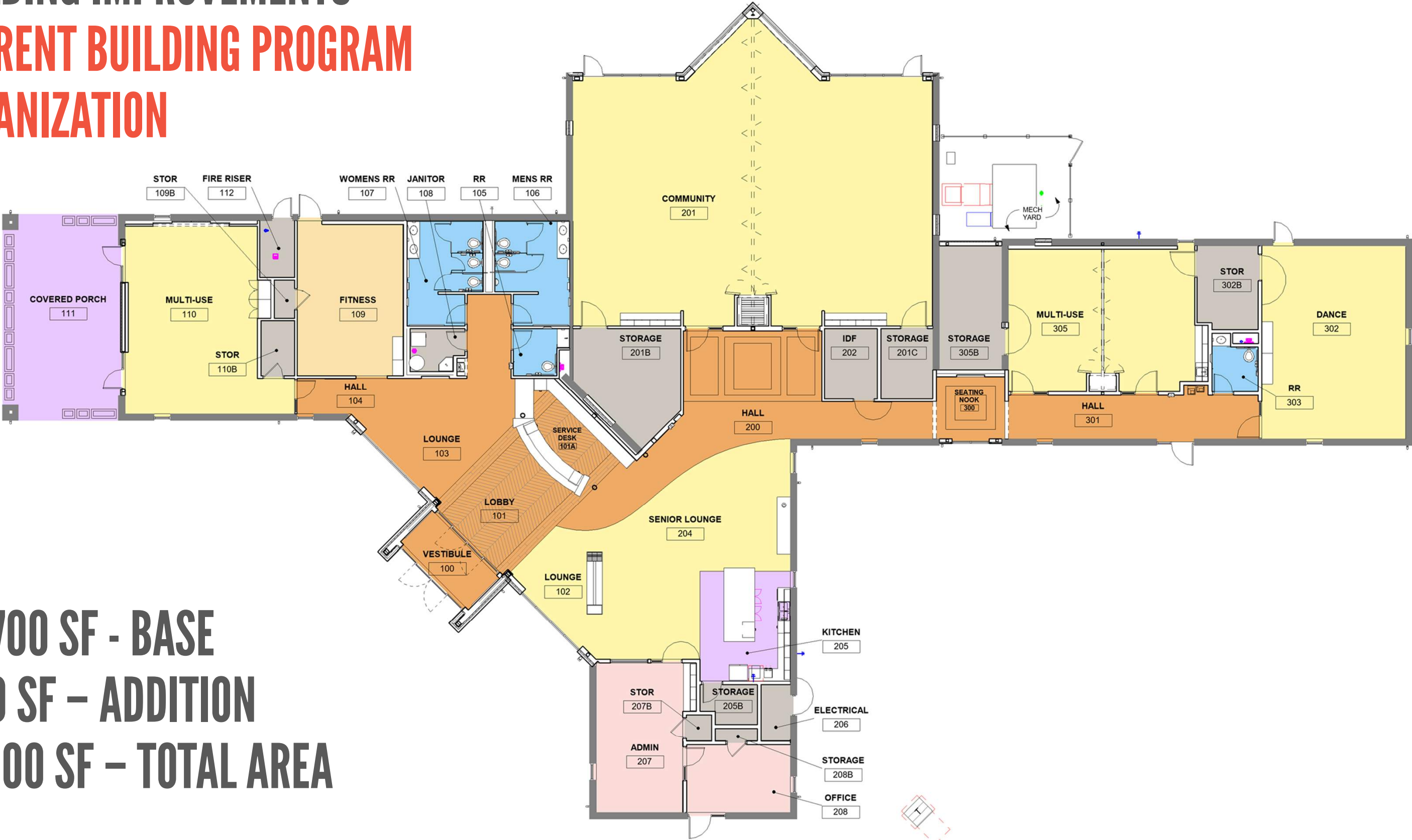


BUILDING IMPROVEMENTS
CURRENT BUILDING PROGRAM
ORGANIZATION



BUILDING IMPROVEMENTS

CURRENT BUILDING PROGRAM ORGANIZATION



10,700 SF - BASE
900 SF - ADDITION
11,600 SF - TOTAL AREA

BUILDING IMPROVEMENTS – MAIN ENTRANCE APPEARANCE UPDATE

Updates the existing brick finish with new appearance, new stone finishes at the main entry area, stone detailing, and wall siding.



Stone



Brick Finish



Stone Detail



Metal Trim

BUILDING IMPROVEMENTS – NORTH COMMUNITY ROOM APPEARANCE UPDATE

Updates the existing brick finish with new appearance, new large windows to improve the connection to the park to the north, stone detailing.



Stone



Brick Finish



Stone Detail



Metal Trim

BUILDING IMPROVEMENTS – INTERIOR CUSTOM FIXTURE - BIRDS IN FLIGHT



BUILDING IMPROVEMENTS – INTERIOR | WELCOME DESK



BUILDING IMPROVEMENTS – INTERIOR | SENIOR LOUNGE & KITCHEN

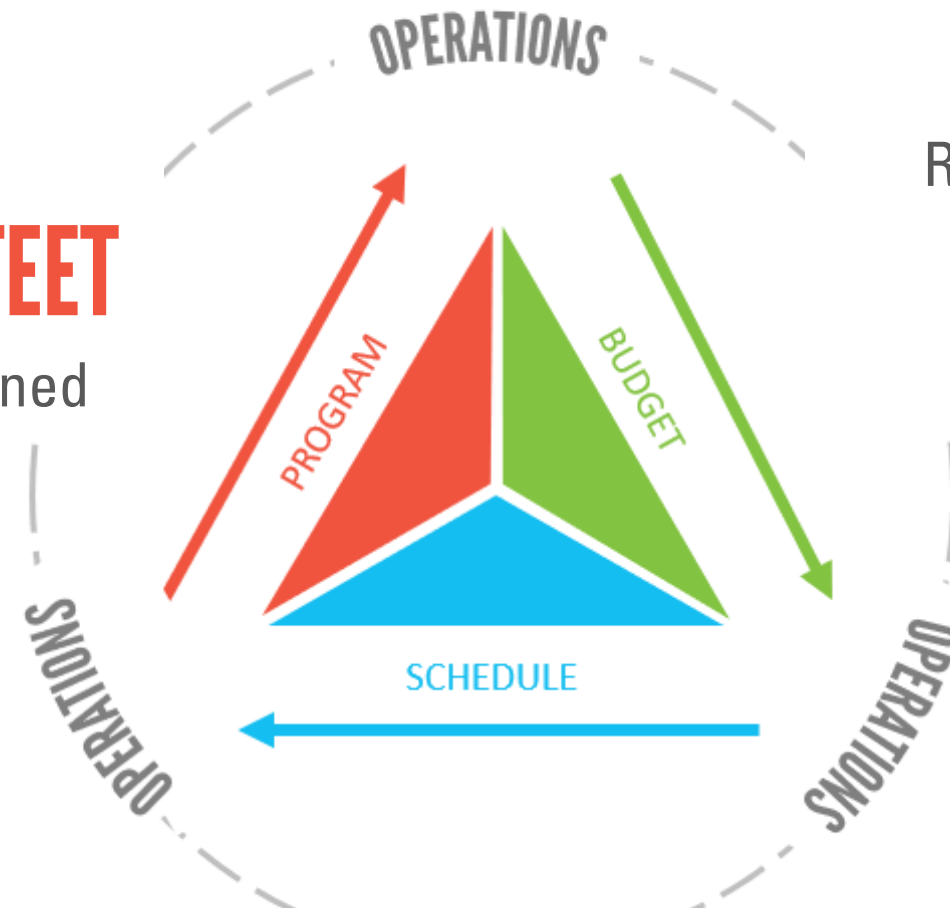


BUILDING IMPROVEMENTS – INTERIOR | COMMUNITY ROOM



PROJECT SUMMARY

The architecture program will
RENOVATE 11,600 SQUARE FEET
of Senior Program space as planned



Recommended contractor's base bid is
\$ 24,000 UNDER BUDGET
Before bid alternates are considered

The project is on schedule to re-open on time in
JANUARY 2023

NEXT STEPS

- **COMPLETION OF THE CONSTRUCTION CONTRACT**
- **CONSTRUCTION START – EARLY MARCH**
- **CONSTRUCTION COMPLETE – END OF NOVEMBER**
- **PARKS & REC MOVE-IN – DECEMBER**
- **PROGRAMS RETURN TO THE SENIOR CENTER – JANUARY 2023**



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4c

Agenda Date 2/1/2022

Number

Type Resolution

Department Engineering

Title

Approval of a construction contract with HQS Construction, LLC, for the Glade Road at Bluebonnet Drive Intersection Safety Improvements Project, in an amount not to exceed \$1,310,817.90, plus a construction contingency of \$250,000, and authorizing the City Manager to execute the contract

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

On September 21, 2021, the City Council approved Resolution R-21-4651, approving the fiscal year 2022-2026 Capital Improvement Program (CIP) including the Glade Road at Bluebonnet Project.

The project includes reconstruction of approximately 300 feet of Bluebonnet Drive, 500 feet of Glade Road, and 100 feet of Stafford Drive at the intersection of Glade Road and Bluebonnet Drive. Work to be completed includes, but is not limited to; demolition of existing roadway, grading, concrete and asphalt paving, driveways, sidewalks, storm drainage, retaining walls, pavement markings, signage, fiber, and water line improvements.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on September 26, October 3, and 10, 2021. 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 80 plan holders, of which were three engineers, 33 general contractors, four manufacturers, five other, six plan rooms, 22 sub-contractors, and seven suppliers.

The City received five sealed bids, which were opened and publicly read aloud on October 26, 2021.

Bidder	Base Bid	Alt A	Total Bid
HQS Construction, LLC	\$1,558,817.90	\$2,000.00	\$1,560,817.90
Urban Infraconstruction	\$1,592,154.70	\$12,000.00	\$1,604,154.70
Ed Bell Construction Company	\$1,797,649.41	\$2,500.00	\$1,800,149.41
Jagoe-Public Co.	\$1,975,023.11	\$5,042.00	\$1,980,065.11
Fort Worth Civil Constructors, LLC	\$2,242,275.12	\$38,791.00	\$2,281,066.12

Financial Impact

The funding source for the project is the Tax Increment Financing (TIF) Fund and a federally funded grant administered through TxDOT.

Recommendation

Approve

Attachments

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

Glade Road at Bluebonnet Drive Intersection Safety Improvements
Bid Tabulation
October 26, 2021

Item	Description	Unit	QTY	HQS Construction, LLC	Urban Infraconstruction	Ed Bell Construction Company	Jagoe-Public Co.	Fort Worth Civil Constructors, LLC
100-6002	PREPARING ROW	STA	10	\$24,000.00	\$9,120.00	\$55,920.00	\$68,160.00	\$69,648.00
104-6015	REMOVING CONC (SIDEWALKS)	SY	60	\$1,260.00	\$1,920.00	\$780.00	\$4,980.00	\$1,800.00
104-6017	REMOVING CONC (DRIVEWAYS)	SY	7	\$147.00	\$945.00	\$105.00	\$2,321.55	\$294.00
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	SY	2,180	\$45,780.00	\$7,630.00	\$32,700.00	\$9,810.00	\$9,810.00
110-6001	EXCAVATION (ROADWAY)	CY	5,900	\$88,500.00	\$212,400.00	\$118,000.00	\$141,600.00	\$147,500.00
132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	50	\$3,000.00	\$2,500.00	\$500.00	\$7,000.00	\$1,650.00
162-6002	BLOCK SODDING	SY	1,605	\$16,050.00	\$14,445.00	\$17,638.95	\$11,235.00	\$10,432.50
275-6001	CEMENT	TON	61	\$10,675.00	\$11,590.00	\$18,300.00	\$18,300.00	\$10,370.00
275-6011	CEMENT TREAT(EXIST MATL)(8")	SY	3,464	\$34,640.00	\$26,846.00	\$17,320.00	\$24,248.00	\$27,712.00
310-6001	PRIME COAT (MULTI OPTION)	GAL	693	\$6,928.00	\$4,503.20	\$4,849.60	\$3,464.00	\$4,711.04
340-6106	D-GR HMA(SQ) TY-D PG64-22	TON	330	\$49,500.00	\$51,480.00	\$47,850.00	\$57,750.00	\$52,800.00
340-6272	TACK COAT	GAL	19	\$190.00	\$684.00	\$665.00	\$969.00	\$703.00
360-6002	CONC PVMT (CONT REINF - CRCP) (8")	SY	2,893	\$216,975.00	\$188,045.00	\$260,370.00	\$318,230.00	\$352,946.00
423-6005	RETAINING WALL (SPREAD FOOTING)	SF	722	\$133,570.00	\$89,528.00	\$158,840.00	\$93,860.00	\$280,136.00
450-6052	RAIL (HANDRAIL)(TY F)	LF	11	\$1,100.00	\$3,740.00	\$4,400.00	\$3,718.00	\$2,750.00
464-6005	RC PIPE (CL III)(24 IN)	LF	438	\$43,800.00	\$65,700.00	\$43,800.00	\$39,420.00	\$62,634.00
465-6066	INLET (COMPL)(PSL)(RH)(5FTX5FT)	EA	2	\$12,000.00	\$14,400.00	\$15,000.00	\$19,456.00	\$16,430.00
465-6416	INLET (COMPL)(CO)(10 FT)(FTW)	EA	2	\$20,000.00	\$27,600.00	\$24,000.00	\$31,246.00	\$29,400.00
465-6424	INLET (COMPL)(CU)(10 FT)(FTW)	EA	2	\$30,000.00	\$30,000.00	\$26,000.00	\$34,086.00	\$18,490.00
496-6043	REMOV STR (SMALL FENCE)	LF	41	\$410.00	\$1,230.00	\$1,025.00	\$574.00	\$637.55
500-6001	MOBILIZATION	LS	1	\$69,000.00	\$50,000.00	\$160,000.00	\$190,000.00	\$110,550.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	\$40,000.00	\$24,000.00	\$40,000.00	\$11,080.00	\$88,000.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	82	\$164.00	\$410.00	\$164.00	\$1,640.00	\$135.30
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	82	\$82.00	\$164.00	\$20.50	\$984.00	\$57.40
506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	1,406	\$7,030.00	\$16,872.00	\$3,515.00	\$7,030.00	\$4,218.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	1,406	\$1,406.00	\$4,218.00	\$1,406.00	\$2,109.00	\$2,109.00
506-6047	TEMP SDMT CONT FENCE (INLET PROTECTION)	LF	80	\$400.00	\$1,840.00	\$1,200.00	\$2,000.00	\$800.00
528-6003	COLOR TEXTURED CONC (8")	SY	150	\$26,250.00	\$18,000.00	\$45,000.00	\$56,250.00	\$31,650.00
529-6005	CONC CURB (MONO) (TY II)	LF	1,388	\$6,940.00	\$8,328.00	\$5,552.00	\$18,044.00	\$34,700.00
529-6008	CONC CURB & GUTTER (TY II)	LF	291	\$24,735.00	\$10,476.00	\$10,185.00	\$9,894.00	\$20,370.00

Item	Description	Unit	QTY	HQS Construction, LLC	Urban Infraconstruction	Ed Bell Construction Company	Jagoe-Public Co.	Fort Worth Civil Constructors, LLC
530-6004	DRIVEWAYS (CONC)	SY	155	\$11,625.00	\$13,640.00	\$17,050.00	\$15,500.00	\$23,250.00
531-6002	CONC SIDEWALKS (5")	SY	277	\$19,390.00	\$13,850.00	\$20,775.00	\$20,498.00	\$28,254.00
531-6004	CURB RAMPS (TY 1)	EA	2	\$3,700.00	\$3,320.00	\$6,000.00	\$6,070.00	\$4,600.00
531-6010	CURB RAMPS (TY 7)	EA	4	\$7,400.00	\$6,640.00	\$12,000.00	\$11,532.00	\$9,640.00
531-6033	CONC SIDEWALKS (SPECIAL) (TYPE B)	SY	270	\$27,000.00	\$86,400.00	\$108,000.00	\$135,000.00	\$62,100.00
560-6025	RELOCATE EXISTING MAILBOX	EA	1	\$500.00	\$1,400.00	\$1,000.00	\$2,840.00	\$3,500.00
618-6082	CONDT (HDPE) (1 1/4")	LF	938	\$23,450.00	\$36,582.00	\$19,698.00	\$60,970.00	\$58,531.20
620-6006	ELEC CONDR (NO.10) INSULATED	LF	469	\$7,035.00	\$6,566.00	\$1,407.00	\$2,579.50	\$8,770.30
624-6019	GROUND BOX TY 1 (364860)W/APRON	EA	1	\$2,500.00	\$3,000.00	\$14,000.00	\$7,810.00	\$2,500.00
644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$1,400.00	\$940.00	\$880.00	\$1,420.00	\$1,000.00
644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	2	\$1,200.00	\$1,160.00	\$1,100.00	\$1,480.00	\$900.00
644-6076	REMOVE SM RD SN SUP&AM	EA	4	\$800.00	\$560.00	\$560.00	\$720.00	\$2,500.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	247	\$1,482.00	\$988.00	\$741.00	\$741.00	\$802.75
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	44	\$440.00	\$748.00	\$352.00	\$385.00	\$484.00
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	4	\$800.00	\$1,000.00	\$600.00	\$760.00	\$700.00
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	4	\$800.00	\$1,200.00	\$600.00	\$768.00	\$700.00
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	477	\$596.25	\$954.00	\$715.50	\$667.80	\$763.20
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	3,008	\$1,504.00	\$6,016.00	\$4,512.00	\$3,760.00	\$4,812.80
666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LF	157	\$942.00	\$628.00	\$471.00	\$486.70	\$431.75
666-6224	PAVEMENT SEALER 4"	LF	3,485	\$1,219.75	\$1,742.50	\$1,045.50	\$1,045.50	\$209.10
666-6226	PAVEMENT SEALER 8"	LF	404	\$202.00	\$202.00	\$202.00	\$202.00	\$24.24
666-6230	PAVEMENT SEALER 24"	LF	44	\$33.00	\$44.00	\$26.40	\$33.00	\$5.28
666-6231	PAVEMENT SEALER (ARROW)	EA	4	\$120.00	\$116.00	\$100.00	\$124.00	\$24.00
666-6232	PAVEMENT SEALER (WORD)	EA	4	\$120.00	\$164.00	\$100.00	\$140.00	\$24.00
752-6005	TREE REMOVAL (4" - 12" DIA)	EA	33	\$23,100.00	\$27,060.00	\$13,200.00	\$18,876.00	\$33,000.00
3077-6027	SP MIXES SP-C SAC-A PG70-28	TON	38	\$9,500.00	\$10,830.00	\$9,880.00	\$11,400.00	\$11,628.00
6016-6006	ITS MULTI-DUCT CND (PVC-40)	LF	469	\$23,450.00	\$13,601.00	\$25,795.00	\$13,601.00	\$53,935.00
7244-6002	REMOVE FIRE HYDRANT	EA	1	\$1,500.00	\$1,020.00	\$550.00	\$710.00	\$1,725.00
7244-6003	REMOVE WATER VALVE AND BOX	EA	4	\$6,000.00	\$1,640.00	\$1,100.00	\$1,420.00	\$4,220.00
7244-6008	REMOVE EXISTING WATER LINE (8")	LF	745	\$7,450.00	\$8,940.00	\$12,292.50	\$16,390.00	\$11,808.25
7244-6011	RECONNECT EXISTING WATER SERVICE	EA	4	\$6,000.00	\$2,920.00	\$1,100.00	\$1,420.00	\$11,060.00
7244-6012	INSTALL FIRE HYDRANT	EA	2	\$15,000.00	\$12,300.00	\$14,300.00	\$18,462.00	\$17,240.00
7244-6014	8" GATE VALVE	EA	3	\$22,500.00	\$7,950.00	\$7,425.00	\$9,585.00	\$12,525.00

Item	Description	Unit	QTY	HQS Construction, LLC	Urban Infraconstruction	Ed Bell Construction Company	Jagoe-Public Co.	Fort Worth Civil Constructors, LLC
7244-6018	CONNECT TO EXISTING WATER LINES	EA	4	\$6,000.00	\$8,000.00	\$11,000.00	\$14,200.00	\$14,200.00
7244-6019	WATER MAIN (PVC)(DR 18 C900)(6")	LF	18	\$1,260.00	\$1,692.00	\$1,188.00	\$1,548.00	\$1,980.00
7244-6020	WATER MAIN (PVC)(DR 18 C900)(8")	LF	290	\$23,200.00	\$30,450.00	\$25,520.00	\$34,510.00	\$32,480.00
7244-6021	WATER MAIN (PVC)(DR 18 C900)(12")	LF	383	\$38,300.00	\$53,620.00	\$50,556.00	\$57,450.00	\$54,386.00
7244-6022	INSTALL WATER SERVICE LINE	EA	4	\$6,000.00	\$7,400.00	\$4,400.00	\$5,684.00	\$14,100.00
7244-6028	REMOVE WATER METER AND BOX	EA	2	\$1,000.00	\$800.00	\$440.00	\$568.00	\$2,250.00
7244-6029	12" GATE VALVE	EA	2	\$20,000.00	\$9,000.00	\$7,700.00	\$9,942.00	\$13,250.00
7244-6030	AIR RELEASE VALVE (2")	EA	1	\$7,500.00	\$15,000.00	\$13,750.00	\$17,752.00	\$16,900.00
7244-6031	SANITARY SEWER CLEANOUT ADJUST	EA	1	\$1,000.00	\$800.00	\$825.00	\$1,065.00	\$1,960.00
7244-6032	DUCTILE IRON FITTINGS	TON	4	\$43,750.00	\$26,250.00	\$11,550.00	\$14,910.00	\$52,500.00
7244-6033	1" WATER METER & BOX	EA	4	\$7,000.00	\$2,160.00	\$2,200.00	\$2,840.00	\$5,800.00
7269-6001	TEMPORARY WATER SERVICES	LS	1	\$10,000.00	\$10,000.00	\$5,500.00	\$7,101.00	\$17,000.00
9001-0000	CONSTRUCTION CONTINGENCY	LS	1	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
678-6001	PAV SURF PREP FOR MRK (4")	LF	3,283	\$328.30	\$3,283.00	\$196.98	\$328.30	\$196.98
678-6004	PAV SURF PREP FOR MRK (8")	LF	404	\$60.60	\$404.00	\$44.44	\$80.80	\$48.48
678-6008	PAV SURF PREP FOR MRK (24")	LF	32	\$8.00	\$80.00	\$7.04	\$8.96	\$8.00
678-6009	PAV SURF PREP FOR MRK (ARROW)	EA	4	\$60.00	\$240.00	\$44.00	\$80.00	\$52.00
678-6016	PAV SURF PREP FOR MRK (WORD)	EA	4	\$60.00	\$240.00	\$44.00	\$100.00	\$52.00
Sub Total				\$1,558,817.90	\$1,592,154.70	\$1,797,649.41	\$1,975,023.11	\$2,242,275.12
Alternate A								
001	MAINTENANCE BOND	LS	1	\$2,000.00	\$12,000.00	\$2,500.00	\$5,042.00	\$38,791.00
Grand Total				\$1,560,817.90	\$1,604,154.70	\$1,800,149.41	\$1,980,065.11	\$2,281,066.12



Integrity ★ Communication ★ Excellence ★ Transparency

November 17, 2021

Ridwan Naife, P.E.
North Tarrant Area Office – Fort Worth District
2501 W. Euless Blvd.
Euless, TX 76040
(817) 213-7758

Re: Recommendation Letter – Glade Road at Bluebonnet Drive Intersection Safety Improvements
CSJ: 0902-90-147

Dear Mr. Naife,

TranSystems has reviewed the bids on the above referenced project. Five (5) bids were received:

Contractor	Base Bid	Alternate A (Maintenance Bond)
HQS Construction, LLC	\$1,558,817.90	\$2,000.00
Urban Infraconstruction	\$1,592,154.70	\$12,000.00
Ed Bell Construction Company	\$1,797,649.41	\$2,500.00
Jagoe-Public Company	\$1,975,023.11	\$5,042.00
Fort Worth Civil Constructors, LLC	DQ	DQ

HQS Construction, LLC is the apparent low bidder with a base bid of \$1,558,817.90 that is eligible for reimbursement, and an alternate A (Maintenance bond) of \$2,000.00 that is not eligible for reimbursement.

To our knowledge, HQS Construction, LLC has submitted the appropriate documentation with their bid. This information includes but not limited to, the items below:

1. Price Form
2. Bidder Qualification Statement
3. Certificates of Insurance
4. Bidder Entity Information
5. Supplemental Bidder Information
6. Bidder Entity References
7. Bid Endorsement
8. Bid Bond
9. Conflict of Interest Questionnaire(s)
10. Schedule of Subcontractors
11. Disclosure of Lobbying Activities
12. State of TX Child Support Business Ownership Form
13. Non-Collusion Affidavit and Debarment Certification
14. TxDOT Addendum Acknowledgement Page
15. Addendum No. 1 Summary Page

TranSystems has contacted several of the references provided by HQS Construction, LLC. Four references responded with favorable feedback:

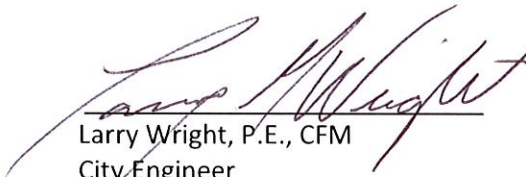
- HQS Construction, LLC completed each project on time with little to no change orders.
- HQS Construction, LLC was rated good to above average for communication between the Contractor and City.
- The Subcontractors that HQS Construction, LLC used performed generally well.
- All four references would use HQS Construction, LLC again.

Based on the verified information, TranSystems & the City of Colleyville recommend award of this contract to HQS Construction, LLC for the Base Bid of \$1,558,817.90 and Alternate A (Maintenance Bond) of \$2,000.00.

Sincerely,



Brent E. Shimanek, P.E.
Project Engineer
TranSystems



Larry Wright, P.E., CFM
City Engineer
City of Colleyville

CONSTRUCTION SERVICES AGREEMENT

Glade Road at Bluebonnet Drive Intersection Safety Improvements Project

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

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), 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 enumerated under 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 related to the Colleyville Glade Road at Bluebonnet Drive Intersection Safety Improvements Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

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 as provided in Section 9, below.

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 Specifications and Contract Documents for the Project contained in the City's Invitation for Bid # ENG-2021-006 ("Bid Packet");
- 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. If discrepancies are found that may impact construction of 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. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. 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.

B. 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.

C. 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 work covered by the Scope of Services. Unless otherwise specified, 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 words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings 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. Otherwise the term "extra work" 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 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. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed ONE MILLION FIVE HUNDRED AND SIXTY THOUSAND EIGHT HUNDRED AND SEVENTEEN AND 90/100 DOLLARS (\$1,560,817.90)

("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. 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 other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONTRACTOR's performance of 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 or adjusted by CONTRACTOR.

C. 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 surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

Section 6. Responsibilities

A. 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. 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.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and 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.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for

performance under this Agreement is One Hundred and Seventy-One (171) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 171st calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

D. 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 \$5,000 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.

E. In case 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 performance and payment bonds exist, the Sureties on these bonds 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, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within Ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of 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 said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the

CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or

- b. The CITY under sealed bids, when and in the manner required by law, may let the contract 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 the Surety 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/his Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, 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 Work 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. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to 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.

Section 9. Termination

A. 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 to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, 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 by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall during the term hereof maintain in full force and effect the such insurance policies as the CITY may reasonably require for the Project, including, at a minimum, the following:

- (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a

minimum combined single limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and

- (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and
- (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall:

- (1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and
- (2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification.

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 OFFICERS, AGENTS AND EMPLOYEES (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 NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. 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 FROM OR ARE

ATTRIBUTED IN WHOLE OR IN PART 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). 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. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws

CONTRACTOR shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. 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 court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 14. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of 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. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. 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 the expense of CONTRACTOR.

Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services.

Section 16. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

Section 17. Agreement Amendments

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. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 18. Severability.

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.

Section 19. Independent Contractor.

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. 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.

Section 20. Right-Of-Access.

CITY will obtain or furnish right-of-access to the Project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. CONTRACTOR will take reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

Section 21. Survival of Obligations.

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.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by by first class mail, overnight courier or by electronic mail with delivery confirmation to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY: City Manager
Jerry Ducay
City of Colleyville
100 Main St.
Colleyville, Texas 76034

With copy to: Whitt L. Wyatt, City Attorney
100 Main Street, 3rd Floor
Colleyville, Texas 76034

If to CONTRACTOR: HQS Construction, LLC
Attn: Qasim Rasul
Project Manager
P.O. Box 250771
Plano, Texas 75025

Section 23. Counterparts

This Agreement may be executed by the parties hereto 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 hereto.

Section 24. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 25. 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 25. Sales and Use Taxes

CONTRACTOR acknowledges that 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.

Section 26. No Boycott Israel and/or No Industry Discrimination.

Pursuant to Texas Government Code Chapter 2270, the CONTRACTOR's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the CONTRACTOR's execution of this Agreement shall serve as verification that the 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.

[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 date of last execution hereof (the "Effective Date").

FOR CITY:

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

Date: _____

FOR CONTRACTOR:

HQS Construction, LLC

By: _____
Quasim Rasul, Project Manager

Date: _____

ATTEST:

By: _____
Christine Loven, City Secretary

APPROVED AS TO FORM:

By:  _____
Whitt L. Wyatt, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

HQS Construction LLC
Plano, TX United States

Certificate Number:
2022-843529

Date Filed:
01/25/2022

Date Acknowledged:
01/25/2022

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

City of Colleyville

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

ENG-2021-006
Glade Road at Bluebonnet Drive Intersection Safety Improvements

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

HQS Construction LLC
Plano, TX United States

Certificate Number:
2022-843529

Date Filed:
01/25/2022

Date Acknowledged:

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

City of Colleyville

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

ENG-2021-006
Glade Road at Bluebonnet Drive Intersection Safety Improvements

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

5 Check only if there is NO Interested Party.



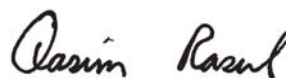
6 UNSWORN DECLARATION

My name is Qasim Rasul, and my date of birth is 10/2/82.

My address is 7612 Peach Blossom Dr, Plano, TX, 75025, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Collin County, State of Texas, on the 25th day of January, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4d
Type Resolution
Department Engineering

Agenda Date 2/1/2022

Number

Title

Approval of an amendment to the Professional Services Agreement with TranSystems Corporation Consultants, amending the design parameters for the Glade Road Phase II Project to include design modifications and construction oversight required for TxDOT compliance for the Bluebonnet intersection, in an amount not to exceed \$75,370.00, and authorizing the City Manager to execute the amendment

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

In August 2020, the City Council authorized the approval of an Advance Funding Agreement (AFA) for Congestion Mitigation and Air Quality Improvement funding for the reconstruction of Glade Road at Bluebonnet Drive. As required by the AFA, the intersection improvements were separated from the overall Glade Road Phase II Project. This separation required design modifications, and extensive coordination with TxDOT to ensure compliance prior to letting the project. As a local-let federally funded project, substantial oversight to ensure compliance during the construction phase will be required.

In addition to the substantial design modifications required for the Glade Road at Bluebonnet intersection, TranSystems has performed additional revisions throughout the corridor. These revisions include accommodating two-way traffic and illumination/electrical plan revisions for the Riverwalk Roundabout and relocating a sidewalk near The Preservation to minimize the need for an easement.

The existing design contract with TranSystems totals \$1,159,367.40. If approved, this amendment of \$75,370.00, will result in a not to exceed design cost of \$1,234,737.40, for the Glade Road Phase II Project, including the Bluebonnet intersection.

Financial Impact

The funding source for this contract is the Tax Increment Financing (TIF) fund. The existing design contract with TranSystems totals \$1,159,367.40. If approved, this amendment of \$75,370.00 will result in a not to exceed design cost of \$1,234,737.40

for the Glade Road Phase II Project, including the Bluebonnet intersection.

Recommendation

Approve

Attachments

1. Transystems Amendment #5
2. Transystems Contract
3. Transystems Amendment #1
4. Transystems Amendment #2
5. Transystems Amendment #3
6. Transystems Amendment #4
7. Resolutions Transystems Contract

AMENDMENT AGREEMENT #5

This fifth amendment to the Agreement to Perform Engineering Design Services for Improvements to Glade Road (“Amendment Agreement #5”) is entered by and between the **City of Colleyville, Texas** (“City”) and **TranSystems Corporation Consultants** (“Consultant”) as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for Improvements to Glade Road Phases 2, 3 and 4, effective December 15, 2015, (the “Agreement”), as amended on June 6, 2017, (“Amendment Agreement”), on February 22, 2019, (“Amendment Agreement #2”); and on September 17, 2019, (“Amendment Agreement #3”); and on April 7, 2020, (“Amendment Agreement #4”); and

WHEREAS, City and Consultant now desire to further 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 Consultant agree as follows:

1. Exhibit A of the Agreement, as previously amended (scope of services), is hereby amended to incorporate the supplemental project scope and fee estimate attached hereto and incorporated herein as Exhibit A to this Amendment Agreement #5; increasing Consultant’s total fee by an amount not-to-exceed \$75,370.00.
2. Section 5.1.1 of the Agreement, as previously amended (entitled “Consultant’s Compensation”), is hereby amended to provide for a new total not-to-exceed amount of One Million Two Hundred Thirty-Four Thousand Seven Hundred Thirty-Seven Dollars and Forty Cents (\$1,234,737.40).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Amendment Agreement #5 shall be deemed effective on the date it has been signed by the authorized representatives of both City and Consultant (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on February 1, 2022.

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

SIGNED AND AGREED by Professional on _____.

**TranSystems Corporation dba TranSystems
Corporation Consultants**

By: _____

Name: _____

Title: _____

EXHIBIT A

Amendment Agreement #5
Supplemental Project Scope & Fees

(attached)

Exhibit A - Scope of Services



TranSystems
First on 7th Building
500 West 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817 339 8950
Fax 817 336 2247

www.transystems.com

October 14, 2021

Larry Wright, P.E., CFM
City Engineer – City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Glade Road Ph. 2 Bluebonnet Plans – Supplemental Fee Request

Dear Larry:

TranSystems is submitting this supplemental fee request for services related to design revisions & TxDOT local government project management throughout project pre-letting and post-letting phases. This request is due to complications acquiring easements and additional services to manage the project throughout construction utilizing local government projects qualified personnel required to utilize federal aid money available for the safety improvement of the intersection

Proposed Scope of Services

See attached Exhibit A for proposed scope of services.

Proposed Fee:

See attached Exhibit A.1 for proposed fee summary.

Design Revisions (After 100% Submittal to City).....	\$11,875.00
TxDOT Pre-Letting.....	\$12,175.00
TxDOT Post-Letting.....	\$51,320.00
Not to Exceed Fee.....	\$75,370.00

If you should have any questions, please feel free to contact me at 817-313-0093.

Sincerely,
TranSystems Corporation Consultants

A handwritten signature in blue ink, appearing to read 'Chad Gartner'.

Chad Gartner, PE, ENV SP
Senior Vice President

Exhibit A - Scope of Services

EXHIBIT A

TranSystems Scope of Services

Glade Road Project Phase 2 Blue Bonnet Plans, Colleyville Texas

Glade Road Phase 2 project limits are from SH 26 to Pool Rd. Services provided in this supplemental include:

Design Revisions (After 100% Submittal to City)

TranSystems completed the 100% project design and submitted it to the City. The City encountered difficulties while negotiating with the Preservation Property Owners on acquiring a permanent sidewalk easement. To avoid paying the premium price for the easement, TranSystems re-designed the sidewalk and sidewalk wall to remain fully within the City of Colleyville right of way.

The original design called for the removal of a well & pump house at the city-owned historically-designated property located at the northeast corner of the intersection. Since the project was modified to use federal funds, the pump house & well now must be protected. TranSystems designed a retaining wall to comply with the federal requirements of protecting structures that are labeled as historic.

- Sidewalk and retaining wall revisions at the Preservation Property
- Retaining wall & grade revisions at the historic property

TxDOT Pre-Letting

The project was removed from the overall Glade Road Project in order to utilize federal aid money available for the safety improvement of the intersection. Consequently, coordination, review, & approval of the design has to be given by TxDOT. This process must be completed by Local Government Project Procedures (LGPP) qualified personnel, since the City did not have staff with this qualification TranSystems was asked to provide this person. Throughout the process, coordination efforts were hampered by the cycling of several TxDOT project managers for the project. As a result, TranSystems had to bring each new project manager up to date with the project status and direction provided from previous managers. The process create additional extra effort on the behalf of the City and TranSystems. Ultimately, TranSystems had to comply with TxDOT instructions by creating special specifications, special provisions, & following the requirements outlined for a local-let federally-aided project.

- On-going and extended TxDOT coordination to comply with requirements outlined for a local-let federally-aided project
- Creation of special specifications & special provisions
- Provide LGPP qualified staff



TxDOT Post-Letting

After letting the project, TranSystems will coordinate with the City and TxDOT throughout construction to ensure the project complies with the Advanced Funding Agreement (AFA). The following oversight is required throughout the construction phase:

- Confirm contractor's plan for DBE goal
- Provide copy of executed contract to TxDOT District
- Approve subcontractors by checking debarment status & verifying minimum 30% self-performance
- Setup LG and TxDOT project coordination meeting & pre-construction meeting
- Prepare NTP & TPDES NOI/CSN environmental permits (if applicable)
- Verify LG inspector training
- Validate QAP & lab testing
 - Mill certifications, invoices, pre-approved suppliers, materials tickets, materials certifications, test reports
- DBE reporting
 - CUF with supporting documents
 - Good faith efforts
 - Shortfall damages
- Verify EEOC compliance
- Develop and execute claim procedures
- Coordinate any change orders with TxDOT and local government
 - Cost analysis
 - Time impact analysis
 - Invoicing
- Progress payments
 - Payment request
 - Proof of payment
 - Required monthly reporting
 - TCP
 - SWP
 - DBE
 - CPM
 - CTS/LDs
- Notify OSHA of safety violations
- Complete ENV commitments
- Construction completion & material certification signed by PE copied to TxDOT
- Final inspection
- Receive and document all project documentation
- Provide acceptance letter & complete as-built records
- Ensure ROW/Utility relocation documentation complete
- DBE compliance – final form to TxDOT
- Finalize LG records and provide access to TxDOT for records review & acceptance for final reimbursement & project closeout

Exhibit A - Scope of Services

EXHIBIT A.1 Glade Road Phase 2 - Finalize Bluebonnet Plans, Bid Phase Services & Construction Phase Services

City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
10/14/2021

		E4	E3	E2	E1	T5	T4	T3	T2	T1		Total Hours	Labor Subtotals	Non-Labor Subtotals	Task Totals
		\$250.00	\$175.00	\$150.00	\$110.00	\$175.00	\$140.00	\$115.00	\$105.00	\$75.00					
100 - DESIGN REVISIONS (After 100% Submittal to City)															
101	Sidewalk & retaining wall at The Preservation Property	1		12				20				33	\$ 4,350.00		
102	Retaining wall & grade revisions at the historic property	1	1	16				20				38	\$ 5,125.00		
103	QA/QC	4	8									12	\$ 2,400.00		
	Total Hours for TranSystems (100 Series)	6	9	28	0	0	0	40	0	0	0	83	\$ 11,875.00	\$ -	\$ 11,875.00
200 - TxDOT Pre-Letting															
201	On-going TxDOT coordination	4		32								36	\$ 5,800.00		
202	Creation of special specifications & special provisions	2	1	24								27	\$ 4,275.00		
203	Provide LGPP qualified staff		12									12	\$ 2,100.00		
												0	\$ -		
	Total Hours for TranSystems (200 Series)	6	13	56	0	0	0	0	0	0	0	75	\$ 12,175.00	\$ -	\$ 12,175.00
300 - TxDOT Post-Letting															
301	Confirm contractor's plan for DBE goal			4								4	\$ 600.00		
302	Provide copy of executed contract to TxDOT District			4								4	\$ 600.00		
303	Approve subcontractors by checking debarment status & verifying minimum 30% self-performance			4								4	\$ 600.00		
304	Setup LG and TxDOT project coordination meeting & pre-construction meeting			4								4	\$ 600.00		
305	Prepare NTP & TPDES NOI/CSN environmental permits (if applicable)			4				4				8	\$ 1,060.00		
306	Verify LG inspector training			2								2	\$ 300.00		
307	Validate QAP & lab testing			4				2				6	\$ 830.00		
308	DBE reporting			16								16	\$ 2,400.00		
309	Verify EEOC compliance			12				8				20	\$ 2,720.00		
310	Develop and execute claim procedures	1		24								25	\$ 3,850.00		
311	Coordinate any change orders with TxDOT and local government	2	2	32				4				40	\$ 6,110.00		
312	Progress payments	1		16								17	\$ 2,650.00		
313	Notify OSHA of safety violations			8				8				16	\$ 2,120.00		
314	Complete ENV commitments			16								16	\$ 2,400.00		
315	Construction completion & material certification signed by PE copied to TxDOT	2		8								10	\$ 1,700.00		
316	Final inspection	4		4								8	\$ 1,600.00		
317	Receive and document all project documentation	2		40				8				50	\$ 7,420.00		
318	Provide acceptance letter & complete as-built records			24	8			40				72	\$ 9,080.00		
319	Ensure ROW/Utility relocation documentation complete			4	2			4				10	\$ 1,280.00		
320	DBE compliance – final form to TxDOT			4	2							6	\$ 820.00		
321	Finalize LG records and provide access to TxDOT for records review & acceptance for final reimbursement & project closeout	2		8	8							18	\$ 2,580.00		
													\$ -		
	Total Hours for TranSystems (300 Series)	14	2	242	20	0	0	78	0	0	0	356	\$ 51,320.00	\$ -	\$ 51,320.00
	Totals for TranSystems	26	24	326	20	0	0	118	0	0	0	514	\$ 75,370.00	\$ -	\$ 75,370.00
														Total	\$ 75,370.00

**AGREEMENT BETWEEN
THE CITY OF COLLEYVILLE, TEXAS and
TRANSYSTEMS CORPORATION d/b/a
TRANSYSTEMS CORPORATION CONSULTANTS
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 15th day of December, 2015, by and between the City of Colleyville, Texas, (hereafter referred to as "CITY" or "CLIENT") and TranSystems Corporation d/b/a TranSystems Corporation Consultants (hereafter referred to as "CONSULTANT").

Whereas CITY desires to have CONSULTANT perform certain services as follows: Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 as defined in Exhibit A.

Whereas CITY desires to engage CONSULTANT to provided and perform certain professional services in connection with the Project and CONSULTANT desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

**SECTION 1
BASIC SERVICES OF CONSULTANT**

Section 1.1 Basic Services. In connection with the Project, CONSULTANT shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, and referred to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). CONSULTANT shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 CONSULTANT'S Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of CONSULTANT in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of CONSULTANT in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to CONSULTANT'S duties.

**SECTION 2
ADDITIONAL SERVICES OF CONSULTANT**

Section 2.1. Additional Services. In connection with the Project, CONSULTANT may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CITY and agreed to by CONSULTANT, CONSULTANT shall perform, provide, furnish or obtain from others the agreed upon Additional Services. CONSULTANT shall not be authorized to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CITY. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed to in writing by the parties hereto, compensation to CONSULTANT for Additional Services will be paid for by CITY as indicated in the written authorization, or if not indicated in the written authorization, then according to Section 5.

Notwithstanding the foregoing, when required due to an emergency, in order to prevent additional costs from arising, CONSULTANT shall perform Additional Services in order to prevent additional costs or any harm to work already completed when needed only on an emergency basis. CITY shall be promptly informed of any such work as soon as possible, and such services shall only continue after CITY is informed and upon written authorization of CITY.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CITY may initiate deletions, modifications or changes to the Services by advising CONSULTANT in writing of the change believed to be necessary. As soon thereafter as practicable, CONSULTANT shall prepare a cost estimate of the change and shall inform CITY of the adjustment in the compensation due CONSULTANT under Section 5 hereof ("CONSULTANT'S Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise CONSULTANT in writing of its approval or disapproval of the change. If CITY approves the change, a written contract amendment shall be executed by both parties and CONSULTANT shall perform the Services as changed and the adjustment in CONSULTANT'S Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. CONSULTANT may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. Changes can only be made in writing and must be signed by CITY. If a change is not approved, or if a written contract amendment is not executed, by both CITY and CONSULTANT, the change shall not become effective and CONSULTANT shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CITY'S written addition to, modification or change of or deletion from the Services to be performed by CONSULTANT (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CITY in writing, signed by CITY, of performance of Services in excess of CONSULTANT'S standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by CONSULTANT; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which CONSULTANT is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than CONSULTANT, if CONSULTANT'S performance of the Services under this Agreement depends upon such criteria or information; and/or (6) any other increase in CONSULTANT'S costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, or any other cause beyond CONSULTANT'S control, then the CONSULTANT'S Compensation and/or the Completion Date, if any, shall be equitably adjusted and CONSULTANT shall be paid, and

CONSULTANT'S Compensation shall be adjusted by, an amount equal to the additional costs to CONSULTANT, as agreed upon by the CITY, resulting there from.

SECTION 3 CLIENT'S RESPONSIBILITIES

CITY shall perform the following unless agreed otherwise::

Section 3.1 City Representative. Designate a person to act as CITY'S representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CITY'S policies and decisions with respect to CONSULTANT'S Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CITY'S requirements for the Project.

Section 3.3 Notices. Give notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S Services, or any defect or non-conformance in the Services by CONSULTANT (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project. CITY shall have no duty to inform CONSULTANT of problems in CONSULTANT'S services or other work for which the CITY is entitled to rely upon CONSULTANT'S expertise.

Section 3.4 Additional Services. When CITY deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CITY shall furnish or direct CONSULTANT to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.5 Other Duties. Perform any other duties, obligations or responsibilities of the CITY set forth in this Agreement, such as the obligation to make the payments or perform any responsibilities and duties agreed to by the CITY and which are specifically identified on Exhibit B, if any.

Section 3.6 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify CONSULTANT.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for CONSULTANT'S Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT'S obligation to render Basic Services hereunder will extend during the period required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. It is estimated that the Basic Services will be completed on or about September 2016 (the "Completion Date").

Section 4.3 Notice of Delay. If CONSULTANT becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CITY, or any other cause beyond the control of

CONSULTANT, which will result in the schedule for performance of CONSULTANT'S services not being met, CONSULTANT shall promptly notify the CITY. If the CITY becomes aware of any delays or other causes that will affect CONSULTANT'S schedule, the CITY shall promptly notify CONSULTANT. In either event, CONSULTANT'S schedule for performance of its services may be adjusted as agreed to in writing by CITY and CONSULTANT.

Section 4.4 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond CONSULTANT'S control including, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, severe storms, explosions, catastrophes, epidemics, unavailable utilities and power, water, or other causes completely beyond CONSULTANT'S control.

SECTION 5 CONSULTANT'S COMPENSATION

Section 5.1 Compensation for Services and Expenses of CONSULTANT in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of **\$1,440,939.00**. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

Section 5.2 Compensation for Services and Expenses of CONSULTANT in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by CONSULTANT under Section 2, CLIENT shall pay CONSULTANT, in accordance with the provisions of Section 5.4, on basis of CONSULTANT'S Schedule of Rates and Expenses attached to this Agreement as Schedule 1, which shall remain in effect during the course of this Agreement. . "Reimbursable expenses" as agreed to by CITY and CONSULTANT shall be paid at cost.

Section 5.3 Payments after Termination by City. In the event of termination by CITY under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due CONSULTANT for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, CONSULTANT will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of CONSULTANT'S Schedule of Rates and Expenses

Section 5.4 Payments after Termination by CONSULTANT. In the event of termination by CONSULTANT under paragraph 7.1, CONSULTANT will be paid for Services rendered and expenses incurred, as agreed and approved by CITY, during that phase through the date of termination on a pro rata basis as set out in this Agreement.

Section 5.5 Records. Records of CONSULTANT'S salary costs pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CITY desires to have copies of such records, copies will be made available to CITY upon CITY'S request.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by CONSULTANT or that actual schedules will not vary from the projected schedules prepared by CONSULTANT.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.2 Delivery of Electronic Files. In the event that CITY requests any electronic deliverables under this agreement, CONSULTANT and CLIENT shall execute a separate CADD agreement.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CITY is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

Section 7.3 Standard of Practice, Warranties. Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions

Section 7.4 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Section 7.5 Insurance.

Section 7.5.1 CONSULTANT Insurance. CONSULTANT shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CITY furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6 Liability and Indemnification.

Section 7.6.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and CONSULTANT'S Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CITY and CONSULTANT agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.6.2 CONSULTANT Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom CONSULTANT is legally liable.

Section 7.6.3 City Indemnification. The CITY is not obligated to indemnify CONSULTANT in any manner whatsoever.

Section 7.6.4 Employee Claims. CONSULTANT shall indemnify CITY against any loss, damage, cost or expense arising out of claims by CONSULTANT'S employees.

Section 7.6.5 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.7 Use of Logo. CONSULTANT may only use CITY'S logo when express permission is granted, on a case by case basis. CITY will not grant any blanket or ongoing permission for use of CITY logo.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions.

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services

Exhibit B - CITY's Duties, if any

Schedule 1 - CONSULTANT'S Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CITY and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT. CONSULTANT'S services under this Agreement are being performed solely for the CITY'S benefit, and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CITY and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Section 8.4 Hazardous Materials. CONSULTANT shall report to CITY the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between CONSULTANT and CITY regarding the application or interpretation of any provision of this Agreement, or quality of Services by CONSULTANT, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 calendar days after such dispute arises. If the parties fail to resolve the dispute within 20 calendar days after receipt of such notice, each party shall, within five days thereafter, proceed to make application for non-binding mediation, and each party shall proceed to mediation pursuant to an agreed upon schedule with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the

cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Texas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Tarrant County, Texas, or the nearest United States District Court.

Section 8.7 Independent Contractor. CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the CONSULTANT'S and CITY's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent CONSULTANT from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Director of Public Works
City of Colleyville
100 Main Street
Colleyville, TX 76034

If to CONSULTANT:

TranSystems Corporation d/b/a
TranSystems Corporation Consultants
Attn: Raul Pena III, PE, Senior Vice President
500 West 7th Street, Suite 1100
Fort Worth, TX 76102

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and CONSULTANT.

Section 8.10 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Texas..

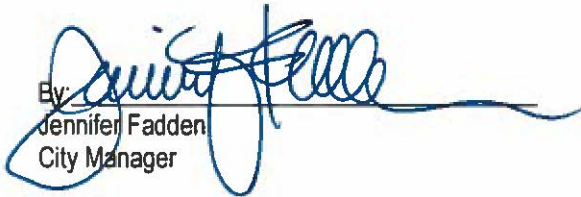
(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

15th IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day of December 2015.

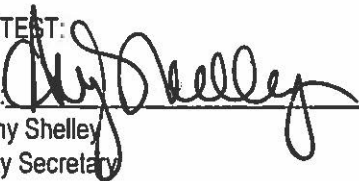
City of Colleyville, Texas

By: 
Jennifer Fadden
City Manager

TranSystems Corporation
d/b/a TranSystems Corporation Consultants

By: 
Raul Pena, III, PE
Senior Vice President

ATTEST:

By: 
Amy Shelley
City Secretary

Approved as to form:

By: 
Matthew C. G. Boyle
City Attorney

Exhibit A
Scope of Services/Schedule
Glade Road – Final Design
December 10, 2015

PROJECT DESCRIPTION

Perform Phase 2 thru 4 final design services, right-of-way services, public engagement and public meeting for Glade Road. Phase 2 thru 4 limits are defined as, Phase 2 – Manning Drive to Pool Road, Phase 3 – Pool Road to Heritage Avenue and Phase 4 – Western City Limits to Branford Road. The design will be based on “design parameters” accepted by the City Council and will generally include:

Phase 2 - Manning Drive to Pool Road.

- Roadway Section
 - From Manning Drive to Pool Road. will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - Roadway improvements will tie to the western leg of the Pool Road. roundabout.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road east and west bound (continuous) left-turn lanes; Behrens Road to Chelsea Drive, Camelot Drive to Montclair Drive and Mitchell Trail East to Summerbrook Drive
 - Glade Road west bound left-turn lanes; Jim Mitchell Trail West and East Cranbrook Drive
 - Glade Road eastbound left-turn lanes; Camelot Drive and for the Senior Center
- Intersections
 - The existing Pool Road roundabout is to remain; no improvements are planned at this intersection.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
- Lighting
 - Street lighting will be included at the intersections

Phase 3 - Pool Road to Heritage Avenue

- Roadway Section
 - From Pool Road to Strathmore Terrace will be two lanes (one in each direction) with raised curbed medians and left-turn lanes.
 - Roadway improvements will tie to the eastern leg of the Pool Road. roundabout.
 - From Roberts Road to Heritage Avenue, the addition of a westbound lane, to extend the existing merge condition, will be evaluated and the benefit quantified and presented to the City for consideration and if deemed necessary will be included in the design.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road west bound left-turn lanes; Green Oaks Drive and Melrose Park Drive.
 - Glade Road eastbound left-turn lanes; Overhill Drive and Strathmore Terrace.

- Intersections
 - The existing Pool Road roundabout is to remain; no improvements are planned at this intersection.
 - The evaluation of the improvements, right turn lane and median modifications, to the Roberts Road and Prestwick Drive Intersection will be performed and recommended improvements will be presented to the City and if deemed necessary will be incorporate into the final design.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
- Lighting
 - Street lighting will be included at the intersections

Phase 4 - Western City Limits to Branford Road

- Roadway Section
 - From the Western City Limits to Branford Road will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - Roadway improvements will tie to the western leg of the Branford Road. roundabout.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road east and west bound (continuous) left-turn lanes; River Bend Drive to Bear Creek Drive.
 - Glade Road west bound left-turn lanes; Clear Fork Drive, Mill View Drive and Mill Creek Drive
 - Glade Road eastbound left-turn lanes; Rockrimmon Court.
- Intersections
 - The existing Bransford Road roundabout, to be constructed with Phase I, is to remain; no improvements are planned at this intersection.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
 - One (1) culvert will be extended or replaced
 - Between Clear Fork Drive and Rockrimmon Court.
- Lighting
 - Street lighting will be included at the intersections
- Coordination
 - TranSystems will work with City staff to prepare exhibits and estimates for work in the project that will serve the City of Hurst. TranSystems will assist the City with coordination with the City of Hurst to determine if they will participate in the improvements.

TASK DESCRIPTIONS

100. Project Management

- Prepare monthly status report and invoice.
- Maintain project schedule.

- Design Team Meetings – Monthly progress meetings will be held with City staff and the TranSystems' team to review progress. These meetings will be held at City Hall. TranSystems will prepare the agenda and produce meeting minutes for each meeting. 8 meetings are assumed.
- Perform QA/QC – independent review of plans and specification prior to each mile stone submittal.

200. Topographic Survey

- Perform supplemental field surveys to determine location/elevation of key design features.
 - Culvert flowlines, adjacent lakes or ponds, and existing pavement at tie-in points (driveways and side streets), fences, sidewalks, and other visible improvements, tie visible utilities, tie obscured areas from aerial flight data.

300. Right-of-Way Survey

- Research: Deed records, right-of way maps, plats and appraisal district tax records.
- Prepare, mail and track right-of-entry (ROE) letters.
- Locate additional property corners for proposed right-of-way acquisitions.
- Set property corners for proposed right-of-way acquisitions.
- Prepare deed sketch and boundary analysis for proposed right-of-way acquisitions.
- Develop parcel maps and legal descriptions.
- Perform QA/QC

400. General – Plans, Specifications and Estimates

- Prepare title sheets.
- Prepare project layout sheet showing overall project, project control and layout of plan and profile sheets. The following information shall be indicated for each control point identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); descriptive location, Northing, Easting and Elevation, in an identified coordinate system, and a referred bearing base and scale factor. Scale: 1" = 400'
- Develop existing and proposed typical sections for Glade Road. and side streets.
- Develop plan general notes for items not cover by the City's standard specifications.
- Prepare quantity summary sheet to show overall project quantities by item and associated City standard specification or TxDOT standard specification.
- Prepare opinion of probable cost for milestone submittals and final packages
- Assemble project manual and technical specifications. TxDOT standard specification will be used to supplement the City standard specifications.
- Assemble City and TxDOT standard sheets applicable to project.

500. Traffic Control Plans

- The traffic control plan will typically consist of two major phases with minor steps in each phase. In each phase Glade road will be reduced to one-way traffic with a detour for traffic in the opposite direction. Glade Road will be closed and detoured during construction in the area of Bluebonnet Drive.
- Develop supplemental traffic control drawings as needed for review and approval by the City Engineer. These drawing would include plan view layouts and typical sections.
- Detour plans will be developed for each construction phase and the Bluebonnet Drive closing for review and approval by the City Engineer.
- Provide a written summary of the distinct phases to take place during construction operations to include road and/or lane closures, limited access to adjacent properties, driveway phasing and limited access to pedestrian and bicycle traffic.

600. Roadway Plans

- Alignment and control data sheets. The following information will be included on these sheets station and coordinate data for all horizontal alignment elements such as P.C.'s, P.T.'s, P.I.'s and curves.
- Removal sheets will show the location, limits and quantity of items being removed.
- Roadway plan and profile sheets will show proposed horizontal roadway alignments, existing and proposed ROW, existing sidewalk to remain and proposed sidewalks, driveways, proposed lane dimensions and lane arrows, city owned and franchise utilities, and existing roadway vertical alignments (profiles). Alignment and station data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all proposed vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required. Scale: 1"=40'
- Roadway design cross section will be provided at 50 foot intervals and critical locations determined during design. Cross sections will include existing ground, proposed improvements, roadway centerline, existing and proposed right-of-way, offsets and elevations to key points on each section.
- Driveway Details will consist of a cross section at each driveway showing proposed slopes, offsets and elevations. Width and curb return radii will be shown on the roadway plan and profile in table form.
- Miscellaneous details consist of special details not covered by City or TxDOT standard details.

700. Retaining Wall

- Retaining Wall Layouts will show plan and profile of each wall with elevations for top of wall, top of sidewalk and bottom of wall.
- Retaining Wall Details. The face of retaining walls will have a stone faux finish either by concrete form liner or stone veneer.
- No retaining wall will be higher than 6'
- Design of retaining walls is not included. Retaining walls will be City or TxDOT standard details.

800. Hydrologic and Hydraulic Analysis

- Drainage area map with supporting runoff computations in tabular format.
- Design enclosed storm drain systems and drainage swales. Analysis of connecting downstream drainage systems.
- Storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- Storm drain computations.
- Analysis and design of one (1) proposed culverts. Size proposed culverts and determine alignment, length and upstream/downstream channel limits. Culvert located in FEMA Zone AE
- Coordination with Local Floodplain Administrator is limited to providing existing and proposed analysis of culverts and design plans. No formal submittals to FEMA including FEMA documentation, coordination, models or exhibits are included.

900. Water and Sanitary Sewer Relocations and Adjustments

- Prepare plan and profiles for 11,000 linear feet (5,700 PH2, 2,800 PH3 and 2,500 PH4) of water line relocation.

- Prepare plans for minor utility adjustments. This includes water valves and meters, fire hydrants, sanitary sewer cleanouts and manholes.

I 000. Traffic Items

- Illumination
 - Assist the City in the selection of desired lighting fixtures.
 - Assist the City in determining location of pedestal services and coordinating electrical service with the local power company.
 - Prepare illumination plans including voltage drop calculations and cable and conduit summaries
- Prepare pavement marking plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices.
- Prepare signing plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices.

I 100. Erosion Control

- Prepare erosion control plans. The plans will show location and type of erosion control devices, tables for recording device maintenance, area being disturbed, existing and proposed direction of flow.
- Erosion control notes outlining type and schedule of routine maintenance.
- Select and apply appropriate standards.

I 200. Franchise Utility Coordination

- Prepare plans identifying potential conflicts with franchise utilities.
- Prepare for and attend monthly utility coordination meetings. Twelve (12) meetings are assumed.

I 300. Public Meeting

- Prepare for and attend one(1) pre-construction public meeting for Phase 2
- Prepare for and attend one(1) pre-construction public meeting for Phase 3
- Prepare exhibits for public meeting
- Attend Council workshops (Up to 3 per phase)
- Prepare project phase renderings (Up to 9)

I 400. Bid Phase Services

- Bid Phase Services is for Phases 2 and 3. Phase 4 Bid Phase Services will not be included in this contract.
- Prepare addenda as necessary.
- Prepare for and attend Pre-bid meeting. Attend bid opening.
- Prepare bid tabulation. Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Prepare conformed construction documents (plans and contract manual).

I 500. Construction Phase Services

- Construction Phase Services is for Phases 2 and 3. Phase 4 Construction Phase Services will not be included in this contract.
- Attend preconstruction conference.
- As requested by the City, provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

- Respond to contractor Requests for Information (RFI).
- Review shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction
- Review contractor pay requests.

1600. Geotechnical Investigation – Subconsultant

- The detailed geotechnical investigation will supplement the preliminary investigation performed during the preliminary engineering phase. The geotechnical investigation will provide pavement design for both asphalt pavement and concrete pavement. Recommendations will be given for slope stability and excavation requirements in the area of Bluebonnet Drive

1700. Level A Subsurface Utility Engineering (SUE) – Subconsultant

- Level A SUE - Expose and locate utilities at specific locations, tie horizontal and vertical location of utility to survey control, provide utility size and configuration.
- Up to 12 test holes. 7 in paved areas and 5 outside of paved areas

General

- Work with City Staff to assess the impacts to trees by reviewing/utilizing the City provided tree inventory data.

Assumptions

- Plan sheets will be 22"x34" full size and 11"x17" half size.
- Drawings will be prepared in MicroStation format.
- City of Colleyville standard contract documents and technical specifications will be used.
- Retaining walls are City standard combination sidewalk-retaining walls. No special design.
- Does not include analysis of detention ponds or the design of detention.
- Storm drain design assumes the either City or TxDOT standard inlets will be used.
- Does not include modeling or formal submittals to FEMA for studied tributaries Little Bear 1 and Little Bear 2.
- Does not include preparation of the contractors SWPPP.
- Franchise utility coordination will be limited to identifying potential conflicts and a monthly meeting with franchise utility companies. Design of franchise utility relocations is not included.
- Includes bid phase services for one bid package for both Phase 2 and 3. Phase 4 will not include bid phase services. Subsequent bid packages will require supplemental agreement.
- Does not include arboriological services or the assessment of tree(s) condition.
- Does not include landscaping design or plans.
- Does not include irrigation design or plans.

Schedule

Milestones

- 30% Plans
- Franchise utility conflict plans
- 60% Plans
- 90% Plans
- Final Plans

Project Design Parameters

- **Phase 2 - Design Parameters**

- Roadway Section
 - Two-lane roadway with left-turn lanes at:
 - Continuous from Behrens Road to Chelsea Drive, Camelot Drive to Montclair Drive, Jim Mitchell Trail East to Summerbrook Drive.
 - Glade Road west bound left-turn lanes; Jim Mitchell Trail West and East Cranbrook Drive
 - Glade Road east bound left-turn lanes; Camelot Drive, Senior Center
- Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - Consider constructing the trail adjacent to the back of curb to reduce the possible various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
- Lighting
 - Street lighting will be included at the intersections
- Storm Drainage
 - Curb and gutter storm drainage
 - Utilize existing curb and gutter on south side of Glade Road where feasible

- **Phase 3 - Design Parameters**

- Roadway Section
 - From Pool Road to Strathmore Terrace will be two lanes with raised curbed medians and left-turn lanes
 - From Roberts Road to Heritage Avenue, westbound lane to be evaluated and designed if deemed necessary.
 - Intersection of Glade Road and Prestwick Drive/Roberts Road to be evaluated to increase sight distances and intersection improvements designed if deemed necessary.
 - Left-turn lanes at:
 - Glade Road west bound left-turn lanes; Green Oaks Drive and Melrose Park Drive
 - Glade Road east bound left-turn lanes; Overhill Drive and Strathmore Terrace
 - A southbound right-turn lane to be added to Roberts Road
- Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
- Lighting
 - Street lighting will be included at the intersections
- Storm Drainage
 - Curb and gutter storm drainage
 - Utilize existing curb and gutter on south side of Glade Road where feasible

- **Phase 4 - Design Parameters**
 - Roadway Section
 - From western City limits to Bransford Road will be two-lane roadway with left-turn lanes at:
 - Continuous from River Bend Drive to Bear Creek Drive
 - Glade Road west bound left-turn lanes; Clear Fork Drive, Mill View Drive, Mill Creek Drive
 - Glade Road east bound left-turn lanes; Rockrimmon Court
 - Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
 - Lighting
 - Street lighting will be included at the intersections
 - Storm Drainage
 - Curb and Gutter storm drainage
 - Culvert replacement or modification between Clear Fork Drive and Rockrimmon Court
 - Utilize existing infrastructure, where feasible
 - Coordination with the City of Hurst

EXHIBIT "B"
CLIENT'S Duties

See Exhibit A



Schedule 1
TranSystems Corporation
Schedule of Hourly Rates for 2015
Fort Worth Office

Classification	PLC code	Rate	Classification	PLC code	Rate
Principal/Engineer V	PR & E5	\$260	Three-Person Survey Crew	3M	\$202
Engineer IV	E4	\$215	Two-Person Survey Crew	2M	\$140
Civil Engineer V	EC5	\$260	Industry Specialist V	IS5	\$280
Civil Engineer IV	EC4	\$215	Industry Specialist IV	IS4	\$228
Civil Engineer III	EC3	\$185	Industry Specialist III	IS3	\$78
Civil Engineer II	EC2	\$145	Industry Specialist II	IS2	\$74
Civil Engineer I	EC1	\$105	Industry Specialist I	IS1	\$54
Architect IV	AR4	\$192	Inspector V	I5	\$291
Architect III	AR3	\$130	Inspector IV	I4	\$116
Planner IV	P4	\$243	Inspector III	I3	\$102
Planner III	P3	\$140	Inspector II	I2	\$81
Planner II	P2	\$100	Inspector I	I1	\$62
Planner I	P1	\$81	Administrator Manager IV	A4	\$225
Scientist IV	SC4	\$183	Administrator III	A3	\$157
Scientist III	SC3	\$116	Administrator II	A2	\$85
Scientist II	SC2	\$91	Administrator I	A1	\$65
Scientist I	SC1	\$79	Clerical III	C3	\$79
Technician V	T5	\$148	Clerical II	C2	\$69
Technician IV	T4	\$96	Clerical I	C1	\$54
Technician III	T3	\$105			
Technician II	T2	\$78			
Technician I	T1	\$65	Information Systems Admin 3	AI3	\$140
Surveyor V	S5	\$156	Marketing Administrator 2	AM2	\$78
Surveyor IV	S4	\$150	Marketing Administrator 3	AM3	\$135
Surveyor III	S3	\$135			
Surveyor II	S2	\$90			
Surveyor I	S1	\$60			

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Overtime paid to employees will be 1.5 times the rate shown in schedule.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2015. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT A
Glade Road Final Design Fee Task Summary - Phase 2-4
City of Colleyville, Texas
12/10/2015

DESIGN SERVICES COSTS

100 - Project Management	\$	84,204.00
200 - Topographic Survey (R/W Corners, Boundary Map, Supplemental Survey)	\$	53,120.00
400 - General Plans Specifications and Estimates	\$	55,219.00
500 - Traffic Control Plans	\$	111,770.00
600 - Roadway Plans	\$	227,402.00
700 - Retaining Walls	\$	55,050.00
800 - Hydrologic and Hydraulic Analysis	\$	203,674.00
900 - Water, Sanitary Sewer Relocation and Adjustments	\$	70,638.00
1000 - Traffic Items	\$	77,576.00
1100 - Erosion Control	\$	33,726.00
1200 - Franchise Utility Coordination	\$	35,672.00
1600 - Geotechnical Investigation	\$	13,500.00
1700 - Level A Subsurface Utility Engineering (Sue)	\$	78,000.00
Design Services Total	\$	1,099,551.00

RIGHT OF WAY SERVICES COSTS

300 - Right-Of-Way Survey (Parcel Maps, Easement Descriptions, R/W Acquisition) (Cost based on 34 Parcels - ROW or Easement)	\$	90,760.00
Right of Way Services Total	\$	90,760.00

PUBLIC COORDINATION/AWARENESS

1300 - Public Coordination (Council, City, Exhibits, Meetings, etc)		
1301 Public Meeting (Pre-Con) (Phase 2-3 Only)	\$	24,158.00
1302 Public Meeting Exhibits (Pre-Con) (Phase 2-3 Only)	\$	13,544.00
1303 Council Workshop Exhibits	\$	27,774.00
1304 Council Workshops	\$	10,350.00
1305 Renderings	\$	45,840.00
Public Involvement Services Total	\$	121,666.00

BID/CONSTRUCTION PHASE SERVICES

1400 - Bid Phase Services (Phase 2-3 Only)	\$	18,300.00
1500 - Construction Phase Services (Phase 2-3 Only)	\$	34,940.00
Construction Phase Services Total	\$	53,240.00

Services Total	\$	1,365,217.00
Owner Contingency (5%)	\$	68,260.00
Expenses Total		\$7,462.00

TOTAL COST:	\$ 1,440,939.00
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EXHIBIT A
Glade Road Final Design – Phase 2 (Manning Dr. to Pool Rd)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	75,000.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	19,184.00	
500 - TRAFFIC CONTROL PLANS	\$	43,298.00	
600 - ROADWAY PLANS	\$	88,942.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	74,998.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUS	\$	30,758.00	
1000 - TRAFFIC ITEMS	\$	25,328.00	
1100 - EROSION CONTROL	\$	11,894.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	15,960.00	
1300 - PUBLIC MEETING	\$	47,054.00	
1400 - BID PHASE SERVICES	\$	9,150.00	
1500 - CONSTRUCTION PHASE SERVICES	\$	19,500.00	
		Subtotal - TranSystems:	\$ 518,284.00

Expenses :

Subconsultants:

Terracon	=	\$	4,500.00	
The Rios Group	=	\$	26,000.00	
			Subtotal - Subconsultants:	\$30,500.00

Other Expenses:

Mileage:

Surveyors	0 miles @	\$	0.56	=	\$	-	
Others	0 miles @	\$	0.56	=	\$	-	
Maps/Deed/Plats				=	\$	-	
Property Corners/Stakes and Field Supplies				=	\$	-	
Printing (reports and intermediate reviews)				=	\$	-	
Printing/boards/handouts/etc. (Public Involvement)				=	\$	-	
Misc. Expenses (Delivery Services, Overnight Mail, etc.)				=	\$	-	
						Subtotal - Other Expenses :	\$0.00

Owner Contingency (5%) **\$27,440.00**

TOTAL COST: **\$576,224.00**

EXHIBIT A
Glade Road Final Design – Phase 2 (Manning Dr. to Pool Rd)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
100 - PROJECT MANAGEMENT												
101 Managing Team and Sub-Consultants		80										\$ 12,900.00
102 Invoicing and Status Reports											32	\$ 2,080.00
103 Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104 QA/QC		40										\$ 8,800.00
Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY												
201 Supplemental Survey							4		20	60		\$ 10,800.00
Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY												
301 Appraisal District tax records research									8			\$ 720.00
302 Research deed records									16			\$ 1,440.00
303 Prepare/mail ROE letters and track ROE									8			\$ 720.00
304 Property Corner Parcel Ties										80		\$ 11,200.00
305 Set Property Corners										64		\$ 8,960.00
306 Deed Sketch									64			\$ 5,760.00
307 Boundary Analysis							8	80				\$ 12,000.00
308 Parcel Map Drafting									120			\$ 10,800.00
309 Legal Descriptions							16	120				\$ 18,600.00
310 QA/QC							32					\$ 4,800.00
Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	56	200	216	144	0	\$ 75,000.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES												
401 Title Sheet		1		1	1	2						\$ 857.00
402 Project Layout (2)		1		1	2	8						\$ 1,338.00
403 Typical Sections (6)		1		2	4	12						\$ 2,077.00
404 General Notes		1		1	4	2						\$ 972.00
405 Summary Sheets (4)		1		7	10	2						\$ 2,472.00
406 Quantities		1		12	20							\$ 4,055.00
407 Opinion of Probable Cost		1		2	8							\$ 1,345.00
408 Project Manual and Technical Specifications		4		2	8							\$ 1,990.00
409 Miscellaneous Details		1		4		18						\$ 2,331.00
410 Standard Detail Sheets		1		4		12						\$ 1,947.00
Total Hours for TranSystems (400 Series)	0	13	0	36	57	54	0	0	0	0	0	\$ 19,184.00
500 - TRAFFIC CONTROL PLANS												
501 Typical Sections (4)		2		4	8	24						\$ 4,154.00
502 Phase Narratives (2)		2		12	24	8						\$ 5,458.00
503 Phase Layouts (12)(2 Phases)		12		40	80	120						\$ 28,300.00
504 Detour Layouts (4)		2		12	16	18						\$ 5,386.00
Total Hours for TranSystems (500 Series)	0	18	0	68	128	168	0	0	0	0	0	\$ 43,298.00
600 - ROADWAY PLANS												
601 Alignment and Control data (2)		2		16		16						\$ 4,286.00
602 Removal sheets. (12)		2		18	18	60						\$ 10,180.00
603 Plans and profile sheets. (15)		12		30	80	110						\$ 25,890.00
604 Cross sections at 25-foot intervals (30)		2		40	42	110						\$ 21,200.00
605 Intersection Design (15)		4		24	32	56						\$ 13,076.00
606 Roundabout Layout												\$ -
607 Driveway Design		4		24	40	60						\$ 14,300.00
Total Hours for TranSystems (600 Series)	0	26	0	150	210	412	0	0	0	0	0	\$ 88,942.00
700 - RETAINING WALLS												
701 Retaining Wall Layouts		4		8	24	40						\$ 8,380.00
702 Retaining Wall Details		4		8	12	20						\$ 5,200.00
703 Standards		2		8	12	20						\$ 4,770.00
Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS												
801 Drainage Area Map (7)		4		12	32	24						\$ 8,264.00
802 Runoff Computations		4		18	32	18						\$ 8,076.00
803 Storm Drain Plan and Profiles (15-Trunk, 10-Lateral)		18		80	120	120						\$ 39,180.00
804 Storm Drain Computations		18		30	80	8						\$ 18,958.00
805 Box Culvert Plan and Profiles												\$ -
806 Coordination with FEMA flood plain coordinator (1-Zone X)		4			18							\$ 2,540.00
Total Hours for TranSystems (800 Series)	0	44	0	138	280	168	0	0	0	0	0	\$ 74,998.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS												
901 Water line plans (5700 LF)(8)		12		24	60	80						\$ 20,040.00
902 Miscellaneous Adjustments		2		18	32	48						\$ 10,718.00
Total Hours for TranSystems (900 Series)	0	14	0	40	92	128	0	0	0	0	0	\$ 30,758.00
1000 - TRAFFIC ITEMS												
1001 Illumination Plans (7)		2		8	24	40						\$ 7,950.00
1002 Photometrics Layout		2		40								\$ 6,230.00
1003 Pavement marking plans (7)		2		8	18	24						\$ 5,574.00
1004 Signing plans (7)		2		8	18	24						\$ 5,574.00

EXHIBIT A
Glade Road Final Design - Phase 2 (Manning Dr. to Pool Rd)
 City of Colleyville, Texas
 ESTIMATE OF HOURS AND FEE ESTIMATE
 12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$98.00	\$150.00	\$135.00	\$80.00	\$140.00	\$65.00	
Total Hours for TranSystems (1000 Series)	0	8	0	64	56	88	0	0	0	0	0	\$ 25,328.00
1100 - EROSION CONTROL												
1101 Erosion control plan sheets (7)		2		8	24	40						\$ 7,950.00
1102 Erosion control details		2		4	8	24						\$ 3,944.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	30	64	0	0	0	0	0	\$ 11,894.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (15)		4		18	32	40						\$ 10,380.00
1202 Meetings with franchise utilities (6)		12		12	12							\$ 5,580.00
Total Hours for TranSystems (1200 Series)	0	16	0	28	44	40	0	0	0	0	0	\$ 15,960.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)		22		18	28	24						\$ 12,294.00
1302 Public Meeting Exhibits (Pre-Construction)		4		8	18	32						\$ 6,772.00
1303 Council Workshop Exhibits		6		6	32	48						\$ 9,258.00
1304 Council Workshops (3)		12		8								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,280.00
Total Hours for TranSystems (1300 Series)	0	48	0	50	76	224	0	0	0	0	0	\$ 47,054.00
1400 - BID PHASE SERVICES												
1401 Pre-Bid Meeting		2			2							\$ 640.00
1402 Prepare Addenda		4			8	18						\$ 3,238.00
1403 Bid Tabulation and Recommendation		2			4							\$ 850.00
1404 Construction documents (conformed plans)		4			12	24						\$ 4,424.00
Total Hours for TranSystems (1400 Series)	0	12	0	0	26	40	0	0	0	0	0	\$ 9,150.00
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference		2			2							\$ 640.00
1502 Post Award Design and RFIs		2		18	40	40						\$ 10,790.00
1503 Review Shop Drawing and Submittals		4			24							\$ 3,380.00
1504 Review Pay Requests (12 months)		2		12	24							\$ 4,680.00
Total Hours for TranSystems (1500 Series)	0	10	0	28	90	40	0	0	0	0	0	\$ 19,500.00
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 28,000.00
Total Subconsultant Fee (1700 Series)												\$ 28,000.00
Total Hours for TranSystems Corporation (Base):	0	331	0	646	1145	1514	60	200	236	204	32	\$ 548,784.00

0.0% 7.8% 0.0% 14.8% 28.2% 34.7% 1.4% 4.6% 5.4% 4.7% 0.7%
 0.5%

Design Services	\$ 423,784.00
Right-of-way Services	\$ 75,000.00
Construction Services	\$ 19,500.00
Subconsultants	\$ 30,500.00
Total	\$ 548,784.00

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	19,200.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	18,090.00	
500 - TRAFFIC CONTROL PLANS	\$	34,446.00	
600 - ROADWAY PLANS	\$	66,058.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	46,738.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSE	\$	19,940.00	
1000 - TRAFFIC ITEMS	\$	26,544.00	
1100 - EROSION CONTROL	\$	9,938.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	11,332.00	
1300 - PUBLIC MEETING	\$	46,624.00	
1400 - BID PHASE SERVICES	\$	9,150.00	
1500 - CONSTRUCTION PHASE SERVICES	\$	15,440.00	
		Subtotal - TranSystems:	\$380,718.00

Expenses :

Subconsultants:			
Terracon	= \$	4,500.00	
The Rios Group	= \$	26,000.00	
		Subtotal - Subconsultants:	\$30,500.00

Other Expenses:

Mileage:			
Surveyors	0 miles @	\$	0.56 = \$ -
Others	0 miles @	\$	0.56 = \$ -
Maps/Deed/Plats			= \$ -
Property Corners/Stakes and Field Supplies			= \$ -
Printing (reports and intermediate reviews)			= \$ -
Printing/boards/handouts/etc. (Public Involvement)			= \$ -
Misc. Expenses (Delivery Services, Overnight Mail, etc.)			= \$ -
		Subtotal - Other Expenses :	\$0.00

Owner Contingency (5%) **\$20,560.00**

TOTAL COST: **\$431,778.00**

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$165.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
100 - PROJECT MANAGEMENT												
101 Managing Team and Sub-Consultants		60										\$ 12,900.00
102 Invoicing and Status Reports (8)											32	\$ 2,080.00
103 Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104 QA/QC		40										\$ 8,600.00
Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY												
201 Supplemental Survey							4		20	80		\$ 10,800.00
Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY												
301 Appraisal District tax records research									4			\$ 360.00
302 Research deed records									4			\$ 360.00
303 Prepare/mail ROE letters and track ROE									4			\$ 360.00
304 Property Corner Parcel Ties										20		\$ 2,800.00
305 Set Property Corners										18		\$ 2,240.00
306 Deed Sketch									18			\$ 1,440.00
307 Boundary Analysis							2	24				\$ 3,540.00
308 Parcel Map Drafting									28			\$ 2,520.00
309 Legal Descriptions							4	28				\$ 4,380.00
310 QA/QC							8					\$ 1,200.00
Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	14	52	56	36	0	\$ 19,200.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES												
401 Title Sheet		1		1	1	2						\$ 657.00
402 Project Layout (3)		1		1	2	8						\$ 1,338.00
403 Typical Sections (4)		1		1	2	8						\$ 1,338.00
404 General Notes		1		1	4	2						\$ 972.00
405 Summary Sheets (4)		1		4	10	2						\$ 2,037.00
406 Quantities		1		12	20							\$ 4,055.00
407 Opinion of Probable Cost		1		2	8							\$ 1,135.00
408 Project Manual and Technical Specifications		4		4	8							\$ 2,280.00
409 Miscellaneous Details		1		4		18						\$ 2,331.00
410 Standard Detail Sheets		1		4		12						\$ 1,947.00
Total Hours for TranSystems (400 Series)	0	13	0	34	53	50	0	0	0	0	0	\$ 18,090.00
500 - TRAFFIC CONTROL PLANS												
501 Typical Sections (2)		1		2	4	18						\$ 2,461.00
502 Phase Narratives (1)		1		12		4						\$ 2,338.00
503 Phase Layouts (10)(2 Phases)		12		32	80	90						\$ 24,280.00
504 Detour Layouts (4)		2		12	16	16						\$ 5,368.00
Total Hours for TranSystems (500 Series)	0	16	0	58	100	126	0	0	0	0	0	\$ 34,446.00
600 - ROADWAY PLANS												
601 Alignment and Control data (2)		2		4	12	24						\$ 4,574.00
602 Removal sheets (9)		2		12	12	48						\$ 8,038.00
603 Plans and profile sheets (11)		12		20	52	78						\$ 18,428.00
604 Cross sections at 25-foot intervals (22)		2		12	40	90						\$ 15,010.00
605 Intersection Design (9)		4		12	12	48						\$ 8,468.00
606 Roundabout Layout												\$ -
607 Driveway Design		4		24	32	40						\$ 11,540.00
Total Hours for TranSystems (600 Series)	0	26	0	84	160	326	0	0	0	0	0	\$ 66,058.00
700 - RETAINING WALLS												
701 Retaining Wall Layouts		4		8	24	40						\$ 6,360.00
702 Retaining Wall Details		4		8	12	20						\$ 5,200.00
703 Standards		2		8	12	20						\$ 4,770.00
Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS												
801 Drainage Area Map (4)		4		8	24	18						\$ 8,078.00
802 Runoff Computations		4		12	24	8						\$ 5,888.00
803 Storm Drain Plan and Profiles (8-Trunk, 6-Lateral)		8		24	48	110						\$ 20,800.00
804 Storm Drain Computations		8		18	40	4						\$ 8,914.00
805 Box Culvert Plan and Profiles												\$ -
806 Coordination with FEMA flood plain coordinator (1-Zone AE)		4			40							\$ 5,060.00
Total Hours for TranSystems (800 Series)	0	28	0	62	176	138	0	0	0	0	0	\$ 46,738.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS												
901 Water line plans (2800 LF)(4)		10		18	24	40						\$ 10,830.00
902 Miscellaneous Adjustments		2		18	24	40						\$ 9,110.00
Total Hours for TranSystems (900 Series)	0	12	0	32	48	80	0	0	0	0	0	\$ 19,940.00
1000 - TRAFFIC ITEMS												
1001 Illumination Plans (8)		2		8	32	40						\$ 8,790.00
1002 Photometric Layout		2		40								\$ 6,230.00
1003 Pavement marking plans (6)		2		4	18	32						\$ 5,782.00
1004 Signing plans (8)		2		4	18	32						\$ 5,782.00

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$14000	\$65.00	
Total Hours for TranSystems (1800 Series)	0	8	0	56	84	104	0	0	0	0	0	\$ 26,544.00
1100 - EROSION CONTROL												
1101 Erosion control plan sheets (6)		2		8	20	32						\$ 6,762.00
1102 Erosion control details		2		4	6	18						\$ 3,176.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	26	48	0	0	0	0	0	\$ 9,938.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (11)		4		8	24	32						\$ 7,612.00
1202 Meetings with franchise utilities (4)		8		8	8							\$ 3,720.00
Total Hours for TranSystems (1200 Series)	0	12	0	16	32	32	0	0	0	0	0	\$ 11,332.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)		20		16	28	24						\$ 11,884.00
1302 Public Meeting Exhibits (Pre-Construction)		4		8	16	32						\$ 6,772.00
1303 Council Workshop Exhibits		6			32	48						\$ 9,258.00
1304 Council Workshops (3)		12		6								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,280.00
Total Hours for TranSystems (1300 Series)	0	46	0	50	76	224	0	0	0	0	0	\$ 46,624.00
1400 - BIO PHASE SERVICES												
1401 Pre-Bid Meeting		2			2							\$ 640.00
1402 Prepare Addenda		4			8	16						\$ 3,236.00
1403 Bid tabulation and Recommendation		2			4							\$ 850.00
1404 Construction documents (conformed plans)		4			12	24						\$ 4,424.00
Total Hours for TranSystems (1400 Series)	0	12	0	0	26	40	0	0	0	0	0	\$ 9,150.00
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference.		2			2							\$ 640.00
1502 Post Award Design and RFIs		2			40	40						\$ 8,470.00
1503 Review Shop Drawing and Submittals		4			24							\$ 3,380.00
1504 Review Pay Requests (12 months)		2			24							\$ 2,950.00
Total Hours for TranSystems (1500 Series)	0	10	0	0	90	40	0	0	0	0	0	\$ 15,440.00
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 26,000.00
Total Subconsultant Fee (1700 Series)												\$ 26,000.00
Total Hours for TranSystems Corporation (Base):	0	305	0	436	907	1298	18	52	76	96	32	\$ 411,218.00
	0.0%	9.5%	0.0%	13.5%	28.2%	40.3%	0.6%	1.8%	2.4%	3.0%	1.0%	
	0.5%											

Design Services \$ 348,078.00
Right-of-way Services \$ 19,200.00
Construction Services \$ 15,440.00
Subconsultant \$ 30,500.00
\$ 411,218.00

EXHIBIT A
Glade Road Final Design – Phase 4 (Western City Limits to Bransford Rd)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	17,280.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	17,945.00	
500 - TRAFFIC CONTROL PLANS	\$	34,026.00	
600 - ROADWAY PLANS	\$	72,402.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	81,938.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUS	\$	19,940.00	
1000 - TRAFFIC ITEMS	\$	25,704.00	
1100 - EROSION CONTROL	\$	11,894.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	8,380.00	
1300 - PUBLIC MEETING	\$	27,988.00	
1400 - BID PHASE SERVICES	\$	-	
1500 - CONSTRUCTION PHASE SERVICES	\$	-	
		Subtotal - TranSystems:	\$374,715.00

Expenses :

Subconsultants:

Terracon	= \$	4,500.00	
The Rios Group	= \$	26,000.00	
		Subtotal - Subconsultants:	\$30,500.00

Other Expenses:

Mileage:

Surveyors	0 miles @	\$	0.56	= \$	-	
Others	0 miles @	\$	0.56	= \$	-	
Maps/Deed/Plats				= \$	-	
Property Corners/Stakes and Field Supplies				= \$	-	
Printing (reports and intermediate reviews)				= \$	-	
Printing/boards/handouts/etc. (Public Involvement)				= \$	-	
Misc. Expenses (Delivery Services, Overnight Mail, etc.)				= \$	-	
				Subtotal - Other Expenses :	\$0.00	

Owner Contingency (5%) **\$20,260.00**

TOTAL COST: **\$425,475.00**

ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

		E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
		\$280.00	\$215.00	\$185.00	\$145.00	\$105.00	\$98.00	\$150.00	\$135.00	\$80.00	\$140.00	\$85.00	
100 - PROJECT MANAGEMENT													
101	Managing Team and Sub-Consultants		80										\$ 12,900.00
102	Invoicing and Status Reports (8)											32	\$ 2,080.00
103	Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104	QA/QC		40										\$ 8,800.00
	Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY													
201	Supplemental Survey							4		20	60		\$ 10,800.00
	Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY													
301	Appraisal District tax records research									4			\$ 380.00
302	Research deed records									4			\$ 380.00
303	Prepare final ROE letters and track ROE									4			\$ 380.00
304	Property Corner Parcel Ties										12		\$ 1,080.00
305	Set Property Corners										12		\$ 1,080.00
306	Deed Sketch									8			\$ 720.00
307	Boundary Analysis							4	24				\$ 3,840.00
308	Parcel Map Drafting									24			\$ 2,160.00
309	Legal Descriptions							4	32				\$ 4,920.00
310	QA/QC							8					\$ 1,200.00
	Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	16	56	44	24	0	\$ 17,280.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES													
401	Title Sheet		1		1	1	2						\$ 657.00
402	Project Layout (2)		1		1	2	8						\$ 1,338.00
403	Typical Sections (4)		1		1	2	8						\$ 1,338.00
404	General Notes		1		1	4	2						\$ 972.00
405	Summary Sheets (4)		1		3	10	2						\$ 1,862.00
406	Quantities		1		12	20							\$ 4,055.00
407	Option of Probable Cost		1		2	6							\$ 1,135.00
408	Project Manual and Technical Specifications		4		4	8							\$ 2,280.00
409	Miscellaneous Details		1		4		18						\$ 2,331.00
410	Standard Detail Sheets		1		4		12						\$ 1,947.00
	Total Hours for TranSystems (400 Series)	0	13	0	33	53	50	0	0	0	0	0	\$ 17,945.00
500 - TRAFFIC CONTROL PLANS													
501	Typical Sections (2)		1		2	4	18						\$ 2,461.00
502	Phase Narratives (1)		1		12		4						\$ 2,339.00
503	Phase Layouts (10)(2 Phases)		12		32	80	90						\$ 24,280.00
504	Detour Layouts (4)		2		12	12	18						\$ 4,988.00
	Total Hours for TranSystems (500 Series)	0	18	0	58	96	126	0	0	0	0	0	\$ 34,026.00
600 - R ADWAY PLANS													
601	Alignment and Control data (2)		2		4	12	24						\$ 4,574.00
602	Removal sheets (10)		2		18	18	48						\$ 9,038.00
603	Plans and profile sheets (13)		12		32	60	90						\$ 22,180.00
604	Cross sections at 25-foot intervals (25)		2		18	48	100						\$ 17,390.00
605	Intersection Design (8)		4		12	12	40						\$ 7,700.00
606	Roundabout Layout												\$ -
607	Driveway Design		4		24	32	40						\$ 11,540.00
	Total Hours for TranSystems (600 Series)	0	26	0	104	180	342	0	0	0	0	0	\$ 72,402.00
700 - RETAINING WALLS													
701	Retaining Wall Layouts		4		8	24	40						\$ 8,380.00
702	Retaining Wall Details		4		8	12	20						\$ 5,200.00
703	Standards		2		8	12	20						\$ 4,770.00
	Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS													
801	Drainage Area Map (8)		4		12	32	20						\$ 7,880.00
802	Runoff Computations		8		8	32	18						\$ 7,778.00
803	Storm Drain Plan and Profiles (13-Trunk, 8-Lateral)		8		80	88	100						\$ 31,730.00
804	Storm Drain Computations		8		24	40	6						\$ 10,168.00
805	Box Culvert Plan and Profiles (1)(Zone AE)		4		18		24						\$ 5,484.00
806	Coordination with FEMA flood plain coordinator		4		40	80	40						\$ 16,900.00
	Total Hours for TranSystems (800 Series)	0	34	0	180	272	208	0	0	0	0	0	\$ 81,938.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS													
901	Water line plans (2500 LF)(4)		10		18	24	40						\$ 10,830.00
902	Miscellaneous Adjustments		2		18	24	40						\$ 9,110.00
	Total Hours for TranSystems (900 Series)	0	12	0	32	48	80	0	0	0	0	0	\$ 19,940.00
1000 - TRAFFIC ITEMS													
1001	Illumination Plans (7)		2		8	24	40						\$ 7,850.00
1002	Photometric Layout		2		40								\$ 8,230.00
1003	Pavement marking plans (7)		2		4	18	32						\$ 5,762.00
1004	Signing plans (7)		2		4	18	32						\$ 5,762.00
	Total Hours for TranSystems (1000 Series)	0	8	0	56	56	104	0	0	0	0	0	\$ 25,704.00
1100 - EROSION CONTROL													

EXHIBIT A
 Glade Road Final Design - Phase 4 (Western City Limits to Bransford Rd)
 City of Colleyville, Texas
 ESTIMATE OF HOURS AND FEE ESTIMATE
 12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$98.00	\$150.00	\$135.00	\$90.00	\$140.00	\$85.00	
1101 Erosion control plan sheets (7)		2		8	24	40						\$ 7,850.00
1102 Erosion control details		2		4	6	24						\$ 3,944.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	30	64	0	0	0	0	0	\$ 11,894.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (13)		4		8	24	40						\$ 8,380.00
1202 Meetings with franchise utilities (0)												\$ -
Total Hours for TranSystems (1200 Series)	0	4	0	8	24	40	0	0	0	0	0	\$ 8,380.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)												\$ -
1302 Public Meeting Exhibits (Pre-Construction)												\$ -
1303 Council Workshop Exhibits		6			32	48						\$ 9,258.00
1304 Council Workshops (3)		12		6								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,260.00
Total Hours for TranSystems (1300 Series)	0	22	0	26	32	168	0	0	0	0	0	\$ 27,988.00
1400 - BID PHASE SERVICES												
1401 Pre-Bid Meeting												\$ -
1402 Prepare Addenda												\$ -
1403 Bid Tabulation and Recommendation												\$ -
1404 Construction documents (conformed plans)												\$ -
Total Hours for TranSystems (1400 Series)	0	0	0	0	0	0	0	0	0	0	0	\$ -
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference												\$ -
1502 Post Award Design and RFIs												\$ -
1503 Review Shop Drawing and Submittals												\$ -
1504 Review Pay Requests (12 months)												\$ -
Total Hours for TranSystems (1500 Series)	0	0	0	0	0	0	0	0	0	0	0	\$ -
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 26,000.00
Total Subconsultant Fee (1700 Series)												\$ 26,000.00
Total Hours for TranSystems Corporation (Base):	0	257	0	541	847	1270	20	56	64	84	32	\$ 405,215.00
	0.0%	8.1%	0.0%	17.1%	26.7%	40.1%	0.8%	1.8%	2.0%	2.8%	1.0%	
	0.5%											

Design Services	\$ 357,435.00
Right-of-way Services	\$ 17,280.00
Construction Services	\$ -
Subconsultants	\$ 30,500.00
	\$ 405,215.00

AMENDMENT AGREEMENT

The Agreement to Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 dated the 15th day of December 2015, entered into between TranSystems Corporation dba TranSystems Corporation Consultants as the Consultant and City of Colleyville, Texas as the Client, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Exhibit A - Eliminate Phase 3 – Pool Road to Heritage Avenue as define in Exhibit A (Page 1 of 8). Contract reduction of \$380,673.14
1. Exhibit A - Eliminate Phase 4 - Western City Limits to Branford Road as define in Exhibit A (Page 2 of 8). Contract reduction of \$375,586.39
2. Exhibit A - Add Phase 2 Alternative development and analysis. Develop six alternates, analyze impacts and develop opinion of probable costs. Contract addition of \$130,139.12
3. Exhibit A - Add development of two bid packages for Phase 1. Contract addition of \$68,626.81
4. Exhibit A - Add revise design of Glade Road/Bransford Road intersection. Contract addition of \$18,905.00
5. Exhibit A - Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road. Contract addition of \$14,780.00
6. Exhibit A - Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team. Contract addition of \$25,000.00
7. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of **\$942,130.40**. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this 6th day of June 2017.

CITY OF COLLEYVILLE, TEXAS

By: 

Interim City Manager

TRANSYSTEMS CORPORATION dba
TRANSYSTEMS CORPORATION CONSULTANTS

By: 

SENIOR V.P.

Agr Amend

Colleyville City Council

as of 8/7/09

JUN 06 2017

Approved

AMENDMENT AGREEMENT #2

The Agreement to Perform Engineering Design Services for Improvements to Glade Road Phases 2, 3, and 4 dated the 15th day of December 2015, entered into between The City of Colleyville, Texas ("CITY" or "CLIENT") and TranSystems Corporation Consultants ("CONSULTANT"), as amended on June 6, 2017, for good and valuable consideration including the promises and agreements set forth hereafter is hereby further amended, modified, and revised as follows:

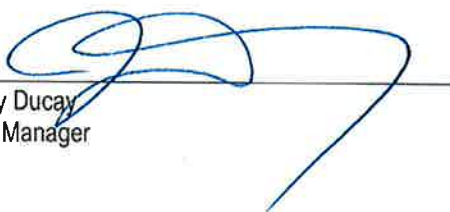
1. Exhibit A – Add 12" Water Line Design along Glade Road from Thompson Terrace to Pool Road as defined in Attached Exhibit A; as an update to the Basic Services in the amount of \$34,555.
2. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of \$976,685.40. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this 22nd day of February, 2019.

CITY OF COLLEYVILLE, TEXAS

TRANSYSTEMS CORPORATION dba
TRANSYSTEMS CORPORATION CONSULTANTS

By: 
Jerry Ducay
City Manager

By: 
Raul Peng
Senior Vice President

AMENDMENT AGREEMENT #3

This third amendment to the Agreement to Perform Engineering Design Services for Improvements to Glade Road ("Amendment Agreement #3") is entered by and between the **City of Colleyville, Texas** ("City") and **TranSystems Corporation Consultants** ("Consultant") as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for Improvements to Glade Road Phases 2, 3 and 4, effective December 15, 2015, (the "Agreement"), as amended on June 6, 2017, ("Amendment Agreement") and on February 22, 2019, ("Amendment Agreement #2"); and

WHEREAS, City and Consultant 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 Consultant agree as follows:

1. Exhibit A of the Agreement, as previously amended (scope of services), is hereby amended to incorporate the supplemental project scope attached hereto and incorporated herein as Exhibit A to this Amendment Agreement #3.
2. Section 5.1.1 of the Agreement, as previously amended (entitled "Consultant's Compensation"), is hereby amended to provide for a new total not-to-exceed amount of One Million Ninety-Eight Thousand Sixty-Seven Dollars and Forty Cents (\$1,098,067.40).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Amendment Agreement #3 shall be deemed effective on the date it has been signed by the authorized representatives of City and Consultant ("the Effective Date").

Signatures on following page

SIGNED AND AGREED by City on September 17, 2019.

City of Colleyville, Texas

By: 
Jerry Ducay, City Manager

SIGNED AND AGREED by Consultant on 9-24-19.

TranSystems Corporation dba TranSystems
Corporation Consultants

By: 

Name: Paul G. Norton

Title: Sr. Vice President

EXHIBIT A

Contract Amendment #3
Supplemental Project Scope

(attached)



TranSystems
Bank of America Building
500 West 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817 339 8950
Fax 817 336 2247

www.transystems.com

August 5, 2019

Nathan Frohman, P.E.
Project Engineer – City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Glade Road Ph. 2 – Bluebonnet Intersection Plans Split up & Environmental Services Fee Proposal

Dear Nathan:

In accordance with your request, TranSystems is pleased to submit this proposal for the slip-up of the Bluebonnet intersection into a separate bid package. This work would include modifying current design of the Bluebonnet package to meet current TxDOT standards and specifications, as well as performing an environmental study of the Bluebonnet area to satisfy the environmental requirement for the requested federal funding.

Proposed Scope of Services

See attached Exhibit A for proposed scope of services.

Proposed Fee:

See attached Exhibit B for proposed fee summary.

- Environmental Services.....\$39,482.00
- Plans Split up.....\$81,900.00

Total Lump Sum Fee..... \$121,382.00

If you should have any questions, please feel free to contact me at 817-334-4430.

Sincerely,
TranSystems Corporation Consultants

Chad Gartner, P.E.
Senior Associate
Vice President

EXHIBIT A
TranSystems Scope of Services
Glade Road Project Phase 2, Colleyville Texas

ENVIRONMENTAL TASKS

Fieldwork

Fieldwork will consist of a one day trip to verify and document the project area for all environmental site conditions.

Hazardous Material Initial Site Assessment (ISA)

TranSystems will conduct a secondary source survey to document historic land uses in the project area and to identify areas of potential contamination. The results of the survey will be documented and compiled into a report. The ISA will be prepared in accordance with TX DOT's July 2014 Hazardous Materials Handbook. Recommendations for sites where further work will need to be performed (if any) will be included.

Ecological Survey Report, Level I

TranSystems will conduct the fieldwork necessary to prepare a Level I Ecological Survey for the study area. Wetlands will be identified and delineated during this stage of the project and their wetland category will be determined. Additionally, TranSystems will compile and document with the Migratory Bird, Invasive Species, Fish and Wildlife Coordination, and Magnuson-Stevens Fishery Conservation and Management Act. Areas of concern will be identified and mapped for use by the project team. Field study will include, in addition to a wetland delineation, identification of aquatic, terrestrial, and endangered species resources. Evaluation of ecological resources will be completed following the TX DOT's Ecological Resources (November 2018) Manual.

A formal mussel survey is not scoped and will not be included.

Phase I Cultural Resources

TranSystems will conduct a cultural resource report including archaeology and history/architecture, within the Area of Potential Effects (APE) which includes properties within or directly adjacent to the construction limit. A single report of investigations, conforming to the professional standards of the Texas Historical Commission and the TX DOT. Additional information from current aerials and topographic maps will be included. Any historic sites or potential areas for further investigation will be called out.

Section 4(f)

Due to the location of a historical resource adjacent to the project area, it is expected that Section 4(f) coordination will need to be completed.

PLANS SPLIT TASKS

Split up of Plan Set

The original Glade Road Phase 2 project limits from SH 26 to Pool Rd will be split into two separate bid packages. The Bluebonnet area, from STA 110+70.46 to STA 115+30.46, will be removed from the original project limits, and created as a separate bid package including plans, specifications, and estimate of probable construction cost.

Modifications to Design

Plans, specifications, and estimate for the Bluebonnet Intersection Improvements package will be revised to conform to current TxDOT standards, specifications, and bid items. Any review comments provided by TxDOT will be addressed and incorporated into the plans.

Modifications will be made to the design at the tie-in points to allow this work to be constructed under separate contracts.

Bid Phase/Construction Phase Services (For Additional Package)

Bid phase services and construction phase services, as defined in the original contract, will be provided for the additional Bluebonnet Intersection Improvements package.

City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
8/5/2019

		E4	E3	E2	E1	T3	SV5	SC3	SC2	Total Hours	Labor Subtotals	Non-Labor Subtotals	Task Totals
		\$250.00	\$175.00	\$150.00	\$110.00	\$115.00	\$238.00	\$135.00	\$92.00				
100 - ENVIRONMENTAL SERVICES													
101	Field work						20	20	0	40	\$ 7,460.00		
102	Hazardous Material Initial Site Assessment (ISA)						2	4	24	30	\$ 3,224.00		
103	Level I Ecological Resources						2	6	24	32	\$ 3,494.00		
104	Phase I Cultural Resources						2	64	12	78	\$ 10,220.00		
105	Section 4(f)						2	32	8	42	\$ 5,532.00		
106	Categorical Exclusion (CE)						8	24	24	56	\$ 7,352.00		
107	Direct Reimbursables											\$ 2,200.00	
	Totals for TranSystems (100 Series)						36	150	92	278	\$ 37,282.00	\$ 2,200.00	\$ 39,482.00
200 - PLANS SPLIT TASKS (ADDITIONAL BID PACKAGE)													
201	Modifications to Design	2	8	32	60	36				138	\$ 17,440.00		
202	Split up of Plan Set	2	4	36	48	80				170	\$ 21,080.00		
203	Quantities & Cost Estimate Revisions	1	2	16	24	12				55	\$ 7,020.00		
204	Address TxDOT Review Comments	1		16	32	40				89	\$ 10,770.00		
205	Meetings	12	12							24	\$ 5,100.00		
206	Bid Phase Services for Additional Package	4	4	24	32					64	\$ 8,820.00		
207	Construction Phase Services for Additional Package	4	8	32	32					76	\$ 10,720.00		
208	Direct Reimbursibles											\$ 950.00	
	Totals for TranSystems (200 Series)	26	38	156	228	168	0	0	0	616	\$ 80,950.00	\$ 950.00	\$ 81,900.00
												Total	\$ 121,382.00

AMENDMENT AGREEMENT #4

This fourth amendment to the Agreement to Perform Engineering Design Services for Improvements to Glade Road ("Amendment Agreement #4") is entered by and between the **City of Colleyville, Texas** ("City") and **TranSystems Corporation Consultants** ("Consultant") as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for Improvements to Glade Road Phases 2, 3 and 4, effective December 15, 2015, (the "Agreement"), as amended on June 6, 2017, ("Amendment Agreement"), on February 22, 2019, ("Amendment Agreement #2"); and on September 17, 2019, ("Amendment Agreement #3"); and

WHEREAS, City and Consultant 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 Consultant agree as follows:

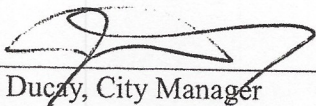
1. Exhibit A of the Agreement, as previously amended (scope of services), is hereby amended to incorporate the supplemental project scope attached hereto and incorporated herein as Exhibit A to this Amendment Agreement #4.
2. Section 5.1.1 of the Agreement, as previously amended (entitled "Consultant's Compensation"), is hereby amended to provide for a new total not-to-exceed amount of One Million One Hundred Fifty-Nine Thousand Three Hundred Sixty-Seven Dollars and Forty Cents (\$1,159,367.40).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Amendment Agreement #4 shall be deemed effective on the date it has been signed by the authorized representatives of City and Consultant ("the Effective Date").

Signatures on following page

SIGNED AND AGREED by City on April 7, 2020

City of Colleyville, Texas

By: _____

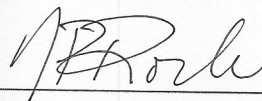

Jerry DuGay, City Manager

SIGNED AND AGREED by Consultant on 4/9/2020

TranSystems Corporation dba TranSystems
Corporation Consultants

By: _____

Name: _____


TIMOTHY P. ROCK

Title: _____

PRINCIPAL / RVP

EXHIBIT A

Contract Amendment #4
Supplemental Project Scope

(attached)



TranSystems
Bank of America Building
500 West 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817 339 8950
Fax 817 336 2247

www.transystems.com

March 30, 2020

Nathan Frohman, P.E.
Project Engineer – City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Glade Road Ph. 2 – Supplemental Fee Request

Dear Nathan:

TranSystems is submitting this supplemental fee request for services related project management, right-of-way/easement coordination, design revisions, and record drawings. This request is due to the project schedule being extended, changes in City staff over the course of the project, and additional service requested.

Proposed Scope of Services

See attached Exhibit A for proposed scope of services.

Proposed Fee:

See attached Exhibit B for proposed fee summary.

• Project Management.....	\$18,750.00
• Right-of-Way/Easement Coordination	\$9,220.00
• Design revisions	\$16,830.00
• <u>Construction Phase Service.....</u>	<u>\$16,500.00</u>
Not to Exceed Fee.....	\$61,300.00

If you should have any questions, please feel free to contact me at 817-334-4430.

Sincerely,
TranSystems Corporation Consultants

Chad Gartner, P.E.
Vice President

EXHIBIT A
TranSystems Scope of Services
Glade Road Project Phase 2, Colleyville Texas

Glade Road Phase 2 project limits are from SH 26 to Pool Rd. Services provided in this supplemental include:

Project Management

- Monthly Invoicing and Status Reports
- Additional coordination with City staff due extended project schedule and changes in City staff
- Additional QA/QC

Right-of-Way/Easement Coordination – Additional effort required for:

- Prepare additional exhibits for property owners
- Design revisions per property owner negotiations

Design Revisions – Final design plans were revised to include:

- Addition of Pedestrian Signals at Riverwalk Roundabout
- Addition Mid-block crosswalk near Senior Center
- Replacement of sanitary sewer line at Montclair
- Split quantities per TIFF funding requirements
- Addition of pedestrian rail at Parcel 143
- Revise pavement type from asphalt to concrete - STA. 96+25 to STA. 101+75
- Addition of easement tracking spread sheet to plan set
- Miscellaneous design revisions
- Quantities & Cost Estimate Revisions per Design Revisions

Construction Phase Services – Additional Construction Phase Services will be provided as follows:

- Prepare Record Drawings

EXHIBIT B
Glade Road Phase 2 - Finalize Bluebonnet Plans, Bad Phase Services & Construction Phase Services
City of Colleyville, Texas

ESTIMATE OF HOURS AND FEE ESTIMATE
3/26/2020

	E4	E3	E2	E1	T5	T4	T3	T2	T1	A3	Total Hours	Labor Subtotals	Non-Labor Subtotals	Task Totals
	\$250.00	\$175.00	\$150.00	\$110.00	\$175.00	\$140.00	\$115.00	\$105.00	\$75.00	\$75.00				
100 - PROJECT MANAGEMENT														
102 Invoicing and Status Reports	6									6	12	\$ 1,950.00		
103 Extended project schedule and coordination with City staff	24		36								60	\$ 11,400.00		
104 QA/QC	12	12									24	\$ 5,100.00	\$ 300.00	
	42	12	36	0	0	0	0	0	0	6	96	\$ 18,450.00	\$ 300.00	\$ 18,750.00
300 - RIGHT-OF-WAY/EASEMENT COORDINATION														
301 Prepare additional exhibits for property owners	2		4			16					22	\$ 3,340.00		
302 Design revisions per property owner negotiations	2		8			16	16				42	\$ 5,780.00		
304 Direct Reimbursibles													\$ 100.00	
	4	0	12	0	0	32	16	0	0	0	64	\$ 9,120.00	\$ 100.00	\$ 9,220.00
200 - DESIGN REVISIONS														
201 Design Revisions											0	\$ -		
Addition of Pedestrian Signals at Riverwalk Roundabout	1		8				16				25	\$ 3,290.00		
Addition Mid-block crosswalk near Senior Center	1		8				16				25	\$ 3,290.00		
Replacement of sanitary sewer line at Montclair			4				4				8	\$ 1,060.00		
Split quantities per TIFF funding requirements			4				8				12	\$ 1,520.00		
Addition of pedestrian rail at Parcel 143			2				4				6	\$ 760.00		
Revise pavement type from asphalt to concrete - STA. 96+25 to STA. 101+75			2				2				4	\$ 530.00		
Addition of easement tracking spread sheet to plan set			1				8				9	\$ 1,070.00		
Miscellaneous design revisions	1	2					2				5	\$ 830.00		
202 Quantities & Cost Estimate Revisions per Design Revisions	1	2	8	16			8				35	\$ 4,480.00		
205 Direct Reimbursibles														
	4	4	37	16	0	0	68	0	0	0	129	\$ 16,830.00	\$ -	\$ 16,830.00
												\$ -		
1500 - CONSTRUCTION PHASE SERVICES														
1504 Prepare Record Drawing	2		16	40			80				138	\$ 16,500.00		
1504 Direct Reimbursibles													\$ -	
Total Hours for TranSystems (1500 Series)	2	0	16	40	0	0	80	0	0	0	138	\$ 16,500.00	\$ -	\$ 16,500.00
Totals for TranSystems	6	4	53	56	0	0	148	0	0	0	427	\$ 60,900.00	\$ 400.00	\$ 61,300.00
													Total	\$ 61,300.00

RESOLUTION R-15-3940

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH TRANSYSTEMS, INC., FOR THE DESIGN OF THE IMPROVEMENTS TO GLADE ROAD, INCLUDING PHASES 2, 3, AND 4, IN AN AMOUNT NOT TO EXCEED \$1,440,939, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, on February 19, 2013, the Colleyville City Council approved Resolution R-13-3597, authorizing the city manager to negotiate an Engineering Services Agreement with TranSystems, Inc., to develop a preliminary design for improvements to Glade Road from Heritage Avenue to the western city limits; and

WHEREAS, on July 15, 2014, the Colleyville City Council approved Resolution R-14-3766 approving an agreement with TranSystems, Inc. for the final design of Glade Road Project, Phase 1, the section between Bransford Road and Manning Drive; and

WHEREAS, the Colleyville City Council adopted Resolution R-15-3907 on September 15, 2015, which adopted the Five-Year Capital Improvement Program, which includes the design of Glade Road Phases 2, 3, and 4 in Fiscal Year 2016; and

WHEREAS, the Colleyville City Council seeks to move forward with the design of Glade Road Phases 2, 3, and 4; and

WHEREAS, the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all legal prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act.

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

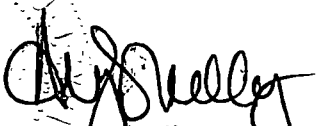
Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the Colleyville City Council approves the Engineering Services Agreement with TranSystems, Inc., attached as Exhibit "A", for the design of the improvements to Glade Road, Phases 2, 3, and 4, in an amount not to exceed \$1,440,939, and authorizes the city manager to execute the agreement.

AND IT IS SO RESOLVED.

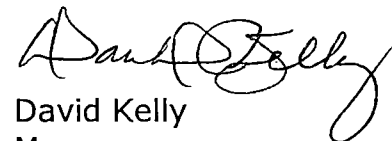
APPROVED BY A VOTE OF 6 AYES, 1 NAYS, AND 0 ABSTENTIONS ON THIS THE 15TH DAY OF DECEMBER 2015.

ATTEST



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

RESOLUTION R-17-4137

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSYSTEMS, INC., FOR THE DESIGN OF THE IMPROVEMENTS TO GLADE ROAD, INCLUDING PHASES 2, 3, AND 4, AND AMENDING THE DESIGN PARAMETERS OF PHASE 2

WHEREAS, the Colleyville City Council is committed to the best interests of the health, safety, and welfare of the citizens of Colleyville; and

WHEREAS, the Colleyville City Council adopted Resolution R-15-3940 on December 15, 2015, approving an agreement with TranSystems, Inc. for the design of Glade Road, Phases 2, 3, and 4; and

WHEREAS, the Colleyville City Council adopted Resolution R-17-4124 on May 2, 2017, directing TranSystems, Inc., to proceed with the design of Glade Road, Phase 2, Option 4; and

WHEREAS, the Colleyville City Council has conducted numerous worksessions, open to the public, to assess and improve upon the design of the Glade Road Project; and

WHEREAS, the Colleyville City Council seeks to move forward with a revised design of Glade Road and amend the design parameters of Phase 2; and

WHEREAS, the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all legal prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act.

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

- Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT City Council hereby approves the design contract amendment agreement shown as Exhibit "A", which will

eliminate the final design of Phases 3 and 4, and will address the supplemental work that has previously been requested by the City Council.

Sec. 3. THAT the city manager is hereby authorized to execute the design contract amendment agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 6TH DAY OF JUNE 2017.

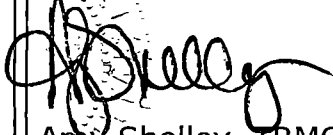
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 4, George Dodson
Place 6, Mike Taylor

Aye
Aye
Aye
Aye

Mayor Pro Tem Bobby Lindamood
Place 3, Kathy Wheat
Place 5, Nancy Coplen

Aye
Aye
Aye

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

AMENDMENT AGREEMENT

The Agreement to Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 dated the 15th day of December 2015, entered into between TranSystems Corporation dba TranSystems Corporation Consultants as the Consultant and City of Colleyville, Texas as the Client, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Exhibit A - Eliminate Phase 3 – Pool Road to Heritage Avenue as define in Exhibit A (Page 1 of 8). Contract reduction of \$380,673.14
1. Exhibit A - Eliminate Phase 4 - Western City Limits to Branford Road as define in Exhibit A (Page 2 of 8). Contract reduction of \$375,586.39
2. Exhibit A - Add Phase 2 Alternative development and analysis. Develop six alternates, analyze impacts and develop opinion of probable costs. Contract addition of \$130,139.12
3. Exhibit A - Add development of two bid packages for Phase 1. Contract addition of \$68,626.81
4. Exhibit A - Add revise design of Glade Road/Bransford Road intersection. Contract addition of \$18,905.00
5. Exhibit A - Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road. Contract addition of \$14,780.00
6. Exhibit A - Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team. Contract addition of \$25,000.00
7. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of **\$942,130.40**. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this 6th day of June 2017.

CITY OF COLLEYVILLE, TEXAS

By: 

Interim City Manager

TRANSSYSTEMS CORPORATION dba
TRANSSYSTEMS CORPORATION CONSULTANTS

By: 

SENIOR V.P.

Agr Amend

Colleyville City Council

as of 8/7/09

JUN 06 2017

Approved

RESOLUTION R-19-4356

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 19, 2019

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of February 5, 2019
 - b. Approval of the minutes of the regular City Council meeting of January 22, 2019
 - c. Approval of the minutes of the regular City Council meeting of January 15, 2019
 - d. Approval of the minutes of the regular City Council meeting of December 18, 2018
 - e. Approval of an Interlocal Agreement for the traffic signal at Heritage and Cheek-Sparger Road, and authorizing the City Manager to execute the agreement
 - f. Approval of an amendment to the Professional Services Agreement with TranSystems, Inc., increasing the contract \$34,555.00 from \$942,130.40 to an amount not to exceed \$976,685.40 for the design of the improvements to Glade Road, amending the design parameters of Phase 2, addressing supplemental work to include the design of a 12-inch water line from Thompson Terrace to Pool Road, and authorizing the City Manager to execute the amendment agreement

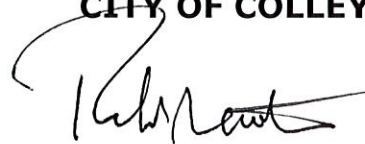
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS ON THIS THE 19TH DAY OF FEBRUARY 2019.

Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

AMENDMENT AGREEMENT #2

The Agreement to Perform Engineering Design Services for Improvements to Glade Road Phases 2, 3, and 4 dated the 15th day of December 2015, entered into between The City of Colleyville, Texas ("CITY" or "CLIENT") and TranSystems Corporation Consultants ("CONSULTANT"), as amended on June 6, 2017, for good and valuable consideration including the promises and agreements set forth hereafter is hereby further amended, modified, and revised as follows:

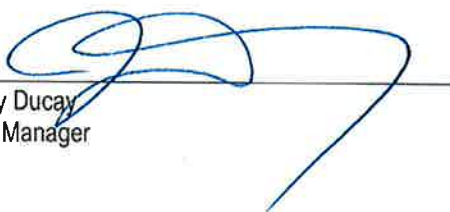
1. Exhibit A – Add 12" Water Line Design along Glade Road from Thompson Terrace to Pool Road as defined in Attached Exhibit A; as an update to the Basic Services in the amount of \$34,555.
2. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of \$976,685.40. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this 22nd day of February, 2019.

CITY OF COLLEYVILLE, TEXAS

TRANSYSTEMS CORPORATION dba
TRANSYSTEMS CORPORATION CONSULTANTS

By: 
Jerry Ducay
City Manager

By: 
Raul Peng
Senior Vice President

RESOLUTION R-19-4420

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 17, 2019

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 3, 2019
 - b. Approval of the minutes of the City Council Worksession of August 27, 2019
 - c. Approval to amend the authorized representatives for investment in the Texas Local Government Investment Pool (TexPool/Texpool Prime) as required by TexPool Participant Services
 - d. Adoption of the Fiscal Year 2020 to 2024 Capital Improvement Program (CIP)
 - e. Approval of an amendment to the Professional Services Agreement with Baird, Hampton & Brown, amending the design parameters for the Pleasant Run Water Line Project (from John McCain to N. City Limits) to include an emergency interconnect meter and vault, full-depth pavement rehabilitation, drainage improvements, and a hike and bike trail, in an amount not to exceed \$161,360.00, and authorize the City Manager to execute the amendment
 - f. Approval of a construction services agreement with Northridge Construction Group, for the Fire Station Renovation Project, in an amount not to exceed \$368,983, and authorizing the City Manager to execute the agreement

- g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters to include modifying current design of the Bluebonnet package and performing an environmental study of the Bluebonnet area, in an amount not to exceed \$121,382.00, and authorize the City Manager to execute the amendment
- h. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
- i. Approval of an Interlocal Agreement between the City of Colleyville and the DFW International Airport Board for the provision of K-9 explosive detection services for special events, and authorizing the City Manager to execute the agreement
- j. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Curtis Road, Herbert Road, Shelton Drive, Beverly Drive, Leta Lane/Duane Street, and Suellen, Circle and authorizing the City Manager to execute the agreement

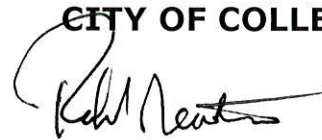
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 17TH DAY OF SEPTEMBER 2019.

Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

AMENDMENT AGREEMENT #3

This third amendment to the Agreement to Perform Engineering Design Services for Improvements to Glade Road ("Amendment Agreement #3") is entered by and between the **City of Colleyville, Texas** ("City") and **TranSystems Corporation Consultants** ("Consultant") as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for Improvements to Glade Road Phases 2, 3 and 4, effective December 15, 2015, (the "Agreement"), as amended on June 6, 2017, ("Amendment Agreement") and on February 22, 2019, ("Amendment Agreement #2"); and

WHEREAS, City and Consultant 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 Consultant agree as follows:

1. Exhibit A of the Agreement, as previously amended (scope of services), is hereby amended to incorporate the supplemental project scope attached hereto and incorporated herein as Exhibit A to this Amendment Agreement #3.
2. Section 5.1.1 of the Agreement, as previously amended (entitled "Consultant's Compensation"), is hereby amended to provide for a new total not-to-exceed amount of One Million Ninety-Eight Thousand Sixty-Seven Dollars and Forty Cents (\$1,098,067.40).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Amendment Agreement #3 shall be deemed effective on the date it has been signed by the authorized representatives of City and Consultant ("the Effective Date").

Signatures on following page

SIGNED AND AGREED by City on September 17, 2019.

City of Colleyville, Texas

By: 
Jerry Ducay, City Manager

SIGNED AND AGREED by Consultant on 9-24-19.

TranSystems Corporation dba TranSystems
Corporation Consultants

By: 

Name: Paul G. Norton

Title: Sr. Vice President

EXHIBIT A

Contract Amendment #3
Supplemental Project Scope

(attached)



TranSystems
Bank of America Building
500 West 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817 339 8950
Fax 817 336 2247

www.transystems.com

August 5, 2019

Nathan Frohman, P.E.
Project Engineer – City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Glade Road Ph. 2 – Bluebonnet Intersection Plans Split up & Environmental Services Fee Proposal

Dear Nathan:

In accordance with your request, TranSystems is pleased to submit this proposal for the slip-up of the Bluebonnet intersection into a separate bid package. This work would include modifying current design of the Bluebonnet package to meet current TxDOT standards and specifications, as well as performing an environmental study of the Bluebonnet area to satisfy the environmental requirement for the requested federal funding.

Proposed Scope of Services

See attached Exhibit A for proposed scope of services.

Proposed Fee:

See attached Exhibit B for proposed fee summary.

- Environmental Services.....\$39,482.00
- Plans Split up.....\$81,900.00

Total Lump Sum Fee..... \$121,382.00

If you should have any questions, please feel free to contact me at 817-334-4430.

Sincerely,
TranSystems Corporation Consultants

Chad Gartner, P.E.
Senior Associate
Vice President

EXHIBIT A
TranSystems Scope of Services
Glade Road Project Phase 2, Colleyville Texas

ENVIRONMENTAL TASKS

Fieldwork

Fieldwork will consist of a one day trip to verify and document the project area for all environmental site conditions.

Hazardous Material Initial Site Assessment (ISA)

TranSystems will conduct a secondary source survey to document historic land uses in the project area and to identify areas of potential contamination. The results of the survey will be documented and compiled into a report. The ISA will be prepared in accordance with TX DOT's July 2014 Hazardous Materials Handbook. Recommendations for sites where further work will need to be performed (if any) will be included.

Ecological Survey Report, Level I

TranSystems will conduct the fieldwork necessary to prepare a Level I Ecological Survey for the study area. Wetlands will be identified and delineated during this stage of the project and their wetland category will be determined. Additionally, TranSystems will compile and document with the Migratory Bird, Invasive Species, Fish and Wildlife Coordination, and Magnuson-Stevens Fishery Conservation and Management Act. Areas of concern will be identified and mapped for use by the project team. Field study will include, in addition to a wetland delineation, identification of aquatic, terrestrial, and endangered species resources. Evaluation of ecological resources will be completed following the TX DOT's Ecological Resources (November 2018) Manual.

A formal mussel survey is not scoped and will not be included.

Phase I Cultural Resources

TranSystems will conduct a cultural resource report including archaeology and history/architecture, within the Area of Potential Effects (APE) which includes properties within or directly adjacent to the construction limit. A single report of investigations, conforming to the professional standards of the Texas Historical Commission and the TX DOT. Additional information from current aerials and topographic maps will be included. Any historic sites or potential areas for further investigation will be called out.

Section 4(f)

Due to the location of a historical resource adjacent to the project area, it is expected that Section 4(f) coordination will need to be completed.

PLANS SPLIT TASKS

Split up of Plan Set

The original Glade Road Phase 2 project limits from SH 26 to Pool Rd will be split into two separate bid packages. The Bluebonnet area, from STA 110+70.46 to STA 115+30.46, will be removed from the original project limits, and created as a separate bid package including plans, specifications, and estimate of probable construction cost.

Modifications to Design

Plans, specifications, and estimate for the Bluebonnet Intersection Improvements package will be revised to conform to current TxDOT standards, specifications, and bid items. Any review comments provided by TxDOT will be addressed and incorporated into the plans.

Modifications will be made to the design at the tie-in points to allow this work to be constructed under separate contracts.

Bid Phase/Construction Phase Services (For Additional Package)

Bid phase services and construction phase services, as defined in the original contract, will be provided for the additional Bluebonnet Intersection Improvements package.

ESTIMATE OF HOURS AND FEE ESTIMATE
8/5/2019

		E4	E3	E2	E1	T3	SV5	SC3	SC2	Total Hours	Labor Subtotals	Non-Labor Subtotals	Task Totals
		\$250.00	\$175.00	\$150.00	\$110.00	\$115.00	\$238.00	\$135.00	\$92.00				
100 - ENVIRONMENTAL SERVICES													
101	Field work						20	20	0	40	\$ 7,460.00		
102	Hazardous Material Initial Site Assessment (ISA)						2	4	24	30	\$ 3,224.00		
103	Level I Ecological Resources						2	6	24	32	\$ 3,494.00		
104	Phase I Cultural Resources						2	64	12	78	\$ 10,220.00		
105	Section 4(f)						2	32	8	42	\$ 5,532.00		
106	Categorical Exclusion (CE)						8	24	24	56	\$ 7,352.00		
107	Direct Reimbursables											\$ 2,200.00	
	Totals for TranSystems (100 Series)						36	150	92	278	\$ 37,282.00	\$ 2,200.00	\$ 39,482.00
200 - PLANS SPLIT TASKS (ADDITIONAL BID PACKAGE)													
201	Modifications to Design	2	8	32	60	36				138	\$ 17,440.00		
202	Split up of Plan Set	2	4	36	48	80				170	\$ 21,080.00		
203	Quantities & Cost Estimate Revisions	1	2	16	24	12				55	\$ 7,020.00		
204	Address TxDOT Review Comments	1		16	32	40				89	\$ 10,770.00		
205	Meetings	12	12							24	\$ 5,100.00		
206	Bid Phase Services for Additional Package	4	4	24	32					64	\$ 8,820.00		
207	Construction Phase Services for Additional Package	4	8	32	32					76	\$ 10,720.00		
208	Direct Reimbursibles											\$ 950.00	
	Totals for TranSystems (200 Series)	26	38	156	228	168	0	0	0	616	\$ 80,950.00	\$ 950.00	\$ 81,900.00
												Total	\$ 121,382.00

RESOLUTION R-20-4488

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF APRIL 7, 2020

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of March 17, 2020
 - b. Approval of the minutes of the Special City Council meeting of March 26, 2020
 - c. Approval to administer a second economic development incentive program grant in the form of a \$35.00 gift card for use at participating Colleyville businesses
 - d. Approval of the purchase of up to 94 Princeton Elm trees for the SH26 median project from Bold Spring Nursery and Shademaker, L.P. in amounts not to exceed \$83,600 and \$174,390 respectively, and authorizing the City Manager to execute the agreements
 - e. Approval of a construction contract with Ed Bell Construction Company, for the Glade Road Phase 2 (SH26 to Pool Road) Project, in an amount not to exceed \$14,273,642.05, and authorizing the City Manager to execute the agreement
 - f. Approval of a construction services agreement with Texas Materials Group, Inc. (Texas Bit), for the McDonwell School Road at Westcoat Drive Roundabout Project, in an amount not to exceed \$1,452,805.18, and authorizing the City Manager to execute the agreement
 - g. Approval of an amendment to the Professional Services Agreement with TranSystems, amending the design parameters of Glade Road Phase 2, as well as providing additional Right-of-Way/Easement Coordination, and Construction

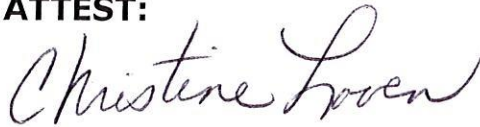
Phase Services, in an amount not to exceed \$61,300.00, and authorizing the City Manager to execute the amendment

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS ON THIS THE 7TH DAY OF APRIL 2020.

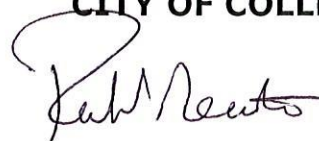
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

AMENDMENT AGREEMENT #4

This fourth amendment to the Agreement to Perform Engineering Design Services for Improvements to Glade Road ("Amendment Agreement #4") is entered by and between the **City of Colleyville, Texas** ("City") and **TranSystems Corporation Consultants** ("Consultant") as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for Improvements to Glade Road Phases 2, 3 and 4, effective December 15, 2015, (the "Agreement"), as amended on June 6, 2017, ("Amendment Agreement"), on February 22, 2019, ("Amendment Agreement #2"); and on September 17, 2019, ("Amendment Agreement #3"); and

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

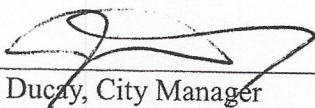
NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant agree as follows:

1. Exhibit A of the Agreement, as previously amended (scope of services), is hereby amended to incorporate the supplemental project scope attached hereto and incorporated herein as Exhibit A to this Amendment Agreement #4.
2. Section 5.1.1 of the Agreement, as previously amended (entitled "Consultant's Compensation"), is hereby amended to provide for a new total not-to-exceed amount of One Million One Hundred Fifty-Nine Thousand Three Hundred Sixty-Seven Dollars and Forty Cents (\$1,159,367.40).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Amendment Agreement #4 shall be deemed effective on the date it has been signed by the authorized representatives of City and Consultant ("the Effective Date").

Signatures on following page

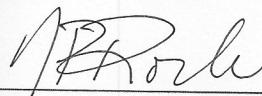
SIGNED AND AGREED by City on April 7, 2020

City of Colleyville, Texas

By: 
Jerry DuGay, City Manager

SIGNED AND AGREED by Consultant on 4/9/2020

TranSystems Corporation dba TranSystems
Corporation Consultants

By: 

Name: TIMOTHY P. ROCK

Title: PRINCIPAL / RVP

EXHIBIT A

Contract Amendment #4
Supplemental Project Scope

(attached)



TranSystems
Bank of America Building
500 West 7th Street
Suite 1100
Fort Worth, TX 76102
Tel 817 339 8950
Fax 817 336 2247

www.transystems.com

March 30, 2020

Nathan Frohman, P.E.
Project Engineer – City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Glade Road Ph. 2 – Supplemental Fee Request

Dear Nathan:

TranSystems is submitting this supplemental fee request for services related project management, right-of-way/easement coordination, design revisions, and record drawings. This request is due to the project schedule being extended, changes in City staff over the course of the project, and additional service requested.

Proposed Scope of Services

See attached Exhibit A for proposed scope of services.

Proposed Fee:

See attached Exhibit B for proposed fee summary.

• Project Management.....	\$18,750.00
• Right-of-Way/Easement Coordination	\$9,220.00
• Design revisions	\$16,830.00
• <u>Construction Phase Service.....</u>	<u>\$16,500.00</u>
Not to Exceed Fee.....	\$61,300.00

If you should have any questions, please feel free to contact me at 817-334-4430.

Sincerely,
TranSystems Corporation Consultants

Chad Gartner, P.E.
Vice President

EXHIBIT A
TranSystems Scope of Services
Glade Road Project Phase 2, Colleyville Texas

Glade Road Phase 2 project limits are from SH 26 to Pool Rd. Services provided in this supplemental include:

Project Management

- Monthly Invoicing and Status Reports
- Additional coordination with City staff due extended project schedule and changes in City staff
- Additional QA/QC

Right-of-Way/Easement Coordination – Additional effort required for:

- Prepare additional exhibits for property owners
- Design revisions per property owner negotiations

Design Revisions – Final design plans were revised to include:

- Addition of Pedestrian Signals at Riverwalk Roundabout
- Addition Mid-block crosswalk near Senior Center
- Replacement of sanitary sewer line at Montclair
- Split quantities per TIFF funding requirements
- Addition of pedestrian rail at Parcel 143
- Revise pavement type from asphalt to concrete - STA. 96+25 to STA. 101+75
- Addition of easement tracking spread sheet to plan set
- Miscellaneous design revisions
- Quantities & Cost Estimate Revisions per Design Revisions

Construction Phase Services – Additional Construction Phase Services will be provided as follows:

- Prepare Record Drawings

EXHIBIT B
Glade Road Phase 2 - Finalize Bluebonnet Plans, Bad Phase Services & Construction Phase Services
City of Colleyville, Texas

ESTIMATE OF HOURS AND FEE ESTIMATE
3/26/2020

	E4	E3	E2	E1	T5	T4	T3	T2	T1	A3	Total Hours	Labor Subtotals	Non-Labor Subtotals	Task Totals
	\$250.00	\$175.00	\$150.00	\$110.00	\$175.00	\$140.00	\$115.00	\$105.00	\$75.00	\$75.00				
100 - PROJECT MANAGEMENT														
102 Invoicing and Status Reports	6									6	12	\$ 1,950.00		
103 Extended project schedule and coordination with City staff	24		36								60	\$ 11,400.00		
104 QA/QC	12	12									24	\$ 5,100.00	\$ 300.00	
	42	12	36	0	0	0	0	0	0	6	96	\$ 18,450.00	\$ 300.00	\$ 18,750.00
300 - RIGHT-OF-WAY/EASEMENT COORDINATION														
301 Prepare additional exhibits for property owners	2		4			16					22	\$ 3,340.00		
302 Design revisions per property owner negotiations	2		8			16	16				42	\$ 5,780.00		
304 Direct Reimbursibles													\$ 100.00	
	4	0	12	0	0	32	16	0	0	0	64	\$ 9,120.00	\$ 100.00	\$ 9,220.00
200 - DESIGN REVISIONS														
201 Design Revisions											0	\$ -		
Addition of Pedestrian Signals at Riverwalk Roundabout	1		8				16				25	\$ 3,290.00		
Addition Mid-block crosswalk near Senior Center	1		8				16				25	\$ 3,290.00		
Replacement of sanitary sewer line at Montclair			4				4				8	\$ 1,060.00		
Split quantities per TIFF funding requirements			4				8				12	\$ 1,520.00		
Addition of pedestrian rail at Parcel 143			2				4				6	\$ 760.00		
Revise pavement type from asphalt to concrete - STA. 96+25 to STA. 101+75			2				2				4	\$ 530.00		
Addition of easement tracking spread sheet to plan set			1				8				9	\$ 1,070.00		
Miscellaneous design revisions	1	2					2				5	\$ 830.00		
202 Quantities & Cost Estimate Revisions per Design Revisions	1	2	8	16			8				35	\$ 4,480.00		
205 Direct Reimbursibles														
	4	4	37	16	0	0	68	0	0	0	129	\$ 16,830.00	\$ -	\$ 16,830.00
												\$ -		
1500 - CONSTRUCTION PHASE SERVICES														
1504 Prepare Record Drawing	2		16	40			80				138	\$ 16,500.00		
1504 Direct Reimbursibles													\$ -	
Total Hours for TranSystems (1500 Series)	2	0	16	40	0	0	80	0	0	0	138	\$ 16,500.00	\$ -	\$ 16,500.00
Totals for TranSystems	6	4	53	56	0	0	148	0	0	0	427	\$ 60,900.00	\$ 400.00	\$ 61,300.00
													Total	\$ 61,300.00



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 5a

Agenda Date 2/1/2022

Number Ordinance O-22-2190

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a Massage Therapy use on a portion of Lot 18, Village at Colleyville Condos, located at 97 Village Lane, Suite 100, Case ZC21-030

Strategic Plan

4.2 Encourage compatible commercial growth

Explanation

First Reading and Public Hearing

Lacy Pepperman, of Bodymendz, has submitted a request for a Special Use Permit (SUP) to allow for a Massage Therapy use at 97 Village Lane, Suite 100. Massage Therapy is allowed in the PUD-C Planned Unit Development - Commercial district for The Village with approval of an SUP.

Existing Conditions/Background: The subject property is zoned PUD-C and is located within the Village at Colleyville on the west side of Pleasant Run Road, near the intersection of Village Lane and Veranda Lane. The subject property is a platted lot and is currently developed with a multi-tenant commercial building. A day spa business currently occupies Suite 100 and they would like to incorporate massage therapy into their other services.

Proposed Special Use Permit:

Request – The applicant is requesting approval of an SUP to allow for a Massage Therapy use at this location.

Ordinance – Land Development Code, Chapter 3, Section 3.24.C Special Land Use Standards:

"16. Massage Therapy – Any building, room, place, or establishment with a Massage Therapy use shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a Massage Therapy use has imposed other requirements necessary in the particular case to protect the public interests:

- a. Shall be located not less than 300 feet from another Massage Therapy establishment.

b. Approval of an application to locate a Massage Therapy establishment shall be deemed a temporary permit. Said permit shall be in effect as long as the current tenant, at the time the approval was granted, operates within the location and may operate in perpetuity until such time as a new Certificate of Occupancy (C/O) is required. A new C/O is required for a change in the existing occupancy classification or use or occupant or business name or business owner.

Legal-nonconforming Uses or Buildings: Massage therapy businesses legally in existence after the effective adoption date of the applicable amended provisions for massage therapy may operate in perpetuity until such time as a new Certificate of Occupancy (C/O) is required. A new C/O is required for a change in the existing occupancy classification or use or occupant or business name or business owner. Before issuance of a new Certificate of Occupancy, a Special Use Permit must be approved."

Analysis: The applicant is requesting the SUP for this location so the business may also offer massage therapy as a service. The hours of operation will be Monday - Saturday 10:00 a.m. to 6:00 p.m. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Plat Status: The property is platted as Lot 18, of the Village at Colleyville Condos.

DRC Review: The DRC reviewed the request during their November 22, 2021, meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north, south, east, and west are zoned PUD-C Planned Unit Development – Commercial and are developed as a mixed use of office, retail and residential uses.

Comprehensive Plan: The City's Comprehensive Plan, Destination Colleyville, identifies the subject property as "Colleyville Boulevard Corridor".

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

Staff Recommendation: Staff recommends approval of the Special Use Permit (SUP) contingent on approval of the Certificate of Occupancy to authorize a Massage Therapy use for Bodymendz at 97 Village Lane, Suite 100. The proposed business should not adversely affect surrounding uses.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their January 10, 2022, meeting by a vote of 5-0.

Financial Impact

There is no financial impact to the City.

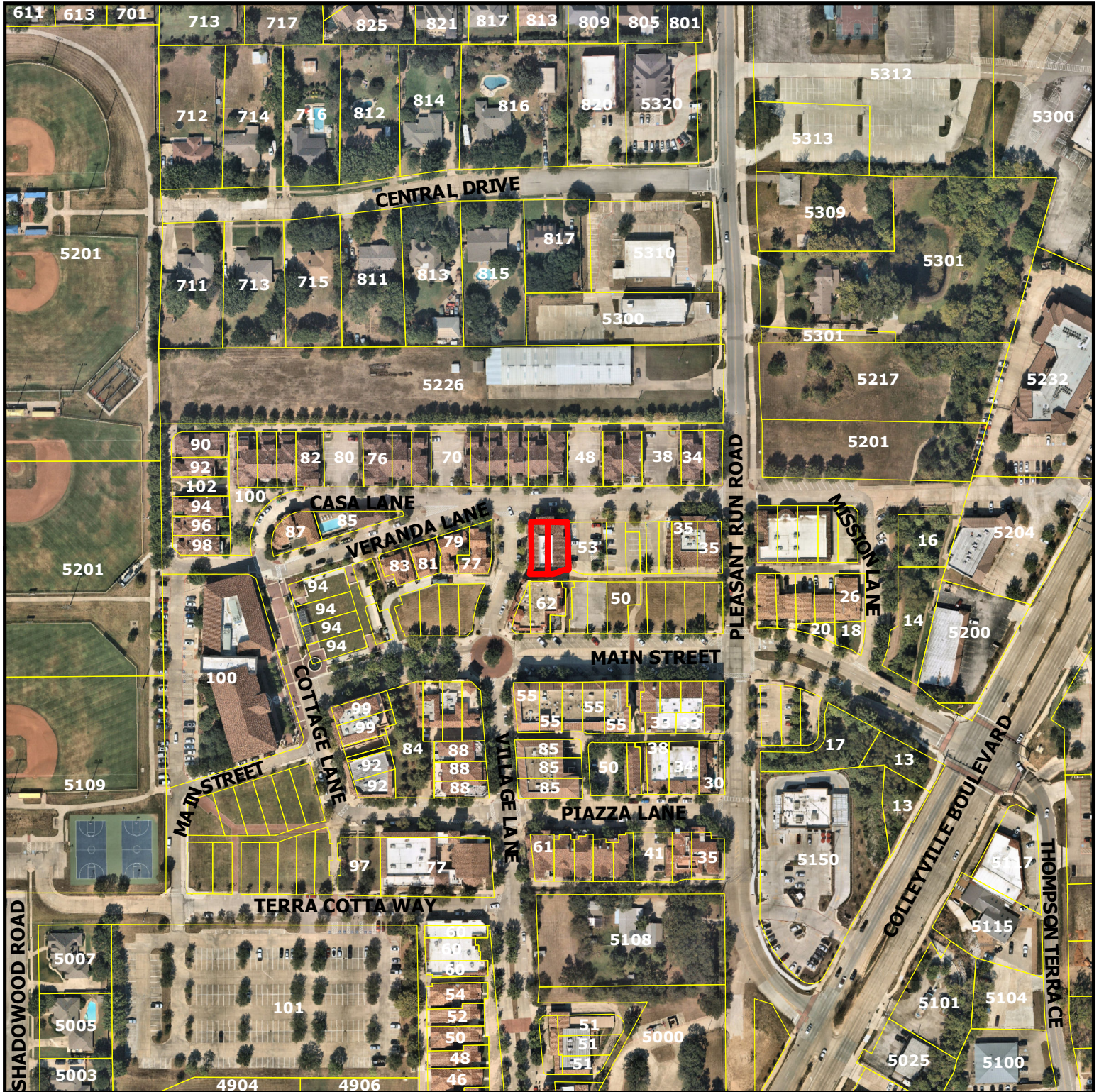
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Floor Plan
6. Notification Map
7. Notification Letter
8. Notification List
9. Letter of Opposition 1
10. Letter of Opposition 2
11. Ordinance O-22-2190

Aerial Map



ZC21-030

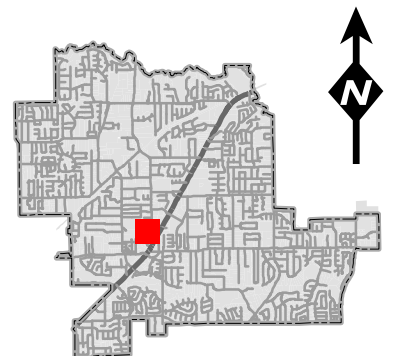
97 Village Lane

DISCLAIMER:

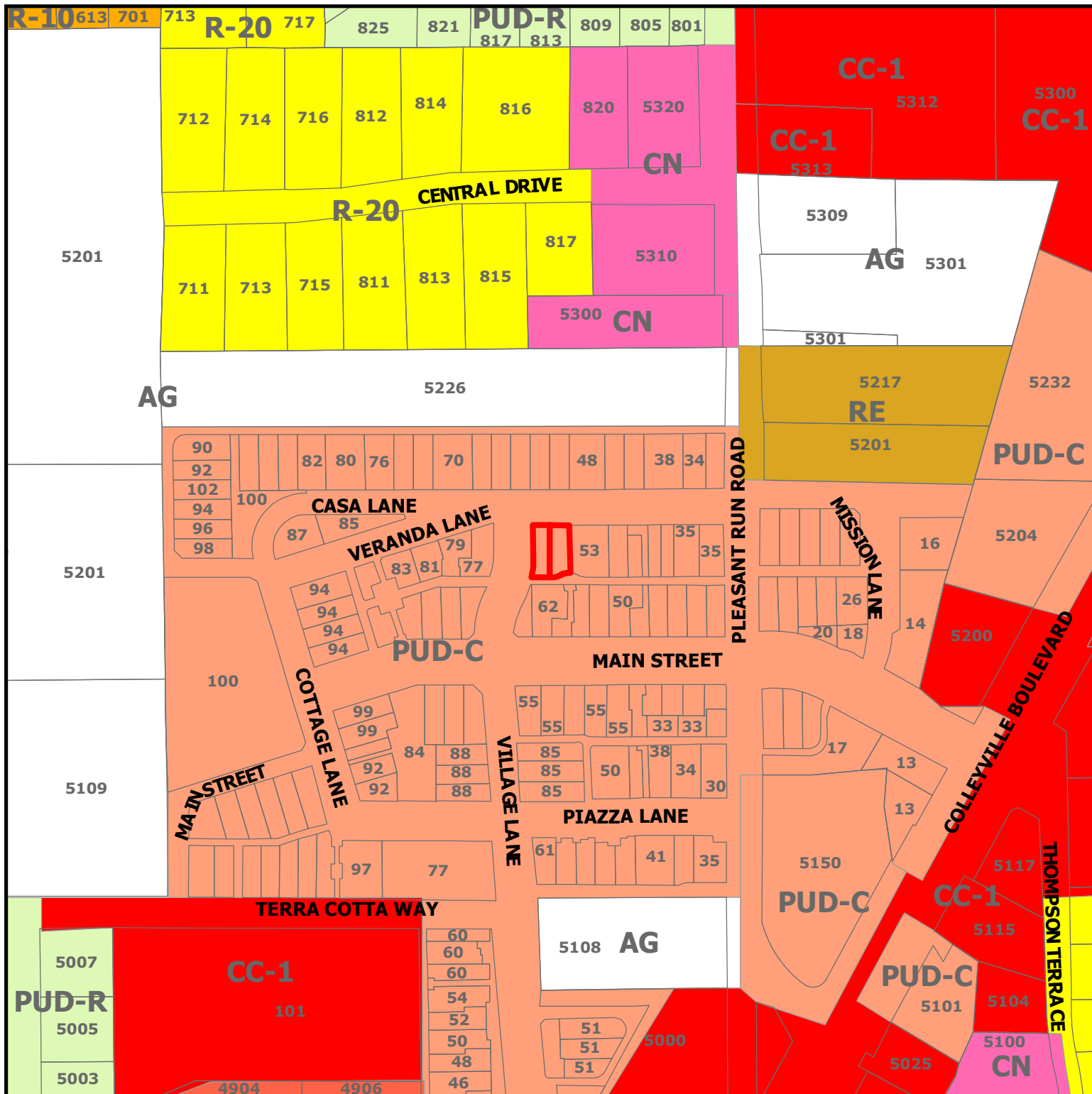
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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



Subject Property



Zoning Map



ZC21-030

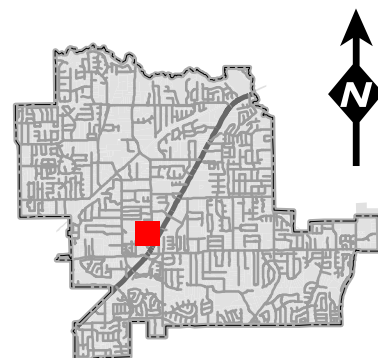
97 Village Lane

DISCLAIMER:

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



Subject Property



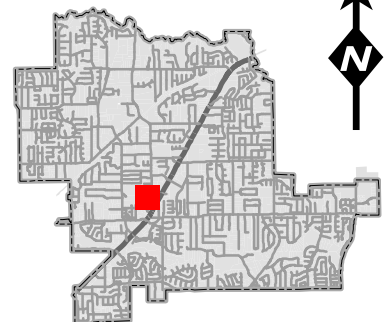
Future Land Use Map



ZC21-030

97 Village Lane

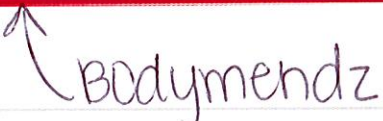
- Subject Property
- Residential
- Colleyville Blvd Corridor
- Open Space; Parks



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Bodymendz Business Plan

Bodymendz is a company that offers massage services ranging from relaxing massage to deep tissue massage. Bodymendz offers first time client specials as well as memberships and packages. The company is owned and operated by Lacy Pepperman, Licensed Massage Therapist #MT129058. The business is located at Spa on the Square at 97 Village Lane Suite 100 Colleyville, TX 76034 and Lacy rents one of the rooms within the spa. The business hours are 10am to 6pm Monday through Saturday. Lacy uses Square to create appointments, accept payment, and organize her schedule. She uses paper client intake forms and keeps records in a locked cabinet in her room. Lacy works as an independent contractor at this time for her company and does have insurance for her business. Lacy has been working in the massage industry for 4 years and was previously working for Fusion Whole Body Recovery in Colleyville for about 2 years and Massage Envy in Weatherford for 2 years.



97 Village Lane
Suite 100 3,152 S.F.

Notification Map



ZC21-030

97 Village Lane

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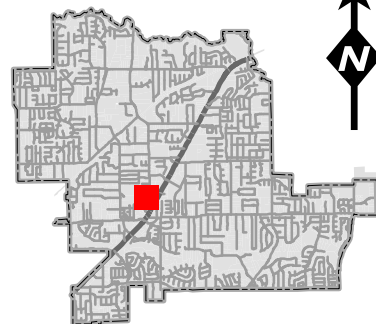
Subject Property



500ft Buffer



Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Addr»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, December 13, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, January 4, 2022 & Tuesday, January 18, 2022 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a Massage Therapy use. The purpose is to allow for massage therapy services as part of a new business, Bodymendz.

Zoning Case: ZC21-030

Applicant: Lacy Pepperman

Owner: Sabrina Prewitt

Location: 97 Village Lane, Suite 100

Property Description: Lot 18, Village at Colleyville Condos

Present Zoning: PUD-C Planned Unit Development-Commercial

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

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

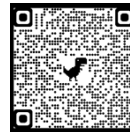
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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

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 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Owner_Name	Owner_Addr	Owner_City
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
LAKE, WILLIAM D	51 PIAZZA LN	COLLEYVILLE, TX
55 MAIN HOLDINGS LLC	PO BOX 92323	SOUTHLAKE, TX
TAMLYN PROPERTIES LLC	90 CASA LN # 10	COLLEYVILLE, TX
ANDREW LIVING TRUST	64 VERANDA LN	COLLEYVILLE, TX
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX
DALEY FAMILY TRUST	37 PIAZZA LN	COLLEYVILLE, TX
GROFFMAN, STEVEN	815 CENTRAL DR	COLLEYVILLE, TX
COLLEYVILLE REALTY HOLDINGS	92 PIAZZA LN STE 100	COLLEYVILLE, TX
HAMM, DAVID A	6109 EQUESTRIAN CT	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
DAVIS, RHONDA	300 CHARISMATIC DR	MIDLAND, TX
BOES, MARK	67761 S 311 WAY	WAGONER, OK
TRINITY COLLEYVILLE RE LLC	88 VILLAGE LN STE 150	COLLEYVILLE, TX
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX
76 MAIN VOC LLC	1303 BELLEFONTE LN	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
76 MAIN VOC LLC	1303 BELLEFONTE LN	COLLEYVILLE, TX
DULANEY, BOB	98 CASA LN	COLLEYVILLE, TX
NEW, JOE	61 PIAZZA LN	COLLEYVILLE, TX
WILLIAMS, DAVID H	75 MAIN ST # 200	COLLEYVILLE, TX
55 MAIN HOLDINGS LLC	PO BOX 92323	SOUTHLAKE, TX
HOLTSHOUSER LONDON LIVING TRUS	74 CASA LN	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
ZAKHARY, ADEL	42 VERANDA LN STE 110	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
REDEEMED CHRISTIAN CHURCH OF G	PO BOX 391	COLLEYVILLE, TX
VOLLMER, JAMES A	81 VERANDA LN UNIT 310	COLLEYVILLE, TX
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX
QUAKE ENTERPRISES LLC	85 VILLAGE LN STE 150	COLLEYVILLE, TX
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
GIFFORD, T	33 MAIN ST #260	COLLEYVILLE, TX
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX
DREILING PROPERTIES LP	125 CALVERLEY PL	KELLER, TX
SCRUGGS, ALBERT	86 CASA LN	COLLEYVILLE, TX
RRSN COLLEYVILLE REALTY LLC	12498 RIVERHILL RD	FRISCO, TX
PARKER, JAMES	46 PIAZZA LN	COLLEYVILLE, TX
BAJRAM & RUZDI INVESTMENTS LLC	4701 MILL CREEK RD	COLLEYVILLE, TX
GILLILAND, DOUGLAS H	9285 HUNTINGTON SQ # 100	NORTH RICHLAND HILLS, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 1567	ALLEN, TX
BURDETTE, DONNA E	77 VERANDA LN	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
FRUSHER, DONALD	35 PIAZZA LN # 38110	COLLEYVILLE, TX
ALLEN, KEVIN	55 PIAZZA LN # 210	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
ROGERS, J ANDREW	201 MAIN ST STE 2500	FORT WORTH, TX

SCHMIDT, JUDITH	96 CASA LN	COLLEYVILLE, TX
GUNNIP, MATTHEW	87 CASA LN UNIT 210	COLLEYVILLE, TX
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX
BANKS, JAMES	715 CENTRAL DR	COLLEYVILLE, TX
KREIDER, LORRAINE	79 VERANDA LN	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX
TURNER, LORI	62 VERANDA LN	COLLEYVILLE, TX
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX
76 MAIN VOC LLC	1303 BELLEFONTE LN	COLLEYVILLE, TX
DUNAGAN, KETRINA	57 PIAZZA LN # 310	COLLEYVILLE, TX
TAP REALTY LLC	23 MISSION LN	COLLEYVILLE, TX
RILEY, WILLIAM	94 CASA LN	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
NIEWOLNY, DEAN	38 PIAZZA LN CONDO 37-3-10	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX
NORWOOD, TODD	6404 CUTTER RIDGE CT	COLLEYVILLE, TX
YOUNG, CLINT	811 CENTRAL DR	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
TRINITY COLLEVILLE RE LLC	88 VILLAGE LN STE 150	COLLEYVILLE, TX
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX
55 MAIN HOLDINGS LLC	PO BOX 92323	SOUTHLAKE, TX
62 MAIN STREET LLC	62 MAIN ST STE 300	COLLEYVILLE, TX
62 MAIN STREET LLC	62 MAIN ST STE 300	COLLEYVILLE, TX
D & V WALKER PROPERTIES LLC	5501 NORMANDY DR	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX
55 MAIN HOLDINGS LLC	PO BOX 92323	SOUTHLAKE, TX
BETHEL METHODIST CHURCH OF NOR	5310 PLEASANT RUN RD	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
TRINITY COLLEVILLE RE LLC	88 VILLAGE LN STE 150	COLLEYVILLE, TX
76 MAIN VOC LLC	1303 BELLEFONTE LN	COLLEYVILLE, TX
SHERWOOD, LESLIE	84 CASA LN	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
G & B COLLEYVILLE LLC	75 MAIN ST STE 100	COLLEYVILLE, TX
SOUTH BOWIE INVESTMENT PARTNER	PO BOX 126	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX
BELL, WILLIAM M	60 VERANDA LN # 210	COLLEYVILLE, TX
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX
GBC CAPITAL LLC	PO BOX 121	COLLEYVILLE, TX
PITTS, REX A	66 VERANDA LN	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
BROOKS, ADAM	83 VERANDA LN	COLLEYVILLE, TX
ZAVODNICK, TODD	76 CASA LN # 310	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
FADDEN, MARK	59 PIAZZA LN	COLLEYVILLE, TX

AMDE VENTURES LLC	116247 S LOUISVILLE AVE	TULSA, OK
FULCRUM COMMERCIAL PROPERTIES	5725 HIGH POINT RD	BENBROOK, TX
SC VILLAGE MAIN STREET LLC	500 E 4TH ST STE 175	FORT WORTH, TX
ATWOOD, STEVE	34 PIAZZA LN # 37	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
RRSN COLLEYVILLE REALTY LLC	12498 RIVERHILL RD	FRISCO, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
GABLE, MICHAEL	813 CENTRAL DR	COLLEYVILLE, TX
FARRAR, NANCY KAREN	33 MAIN ST STE 200	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD	COLLEYVILLE, TX
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX
VILLAGE OWNERS ASSOCIATION INC	PO BOX 650255	DALLAS, TX
TURNER, CHRISTINE	713 CENTRAL DR	COLLEYVILLE, TX
FIGUEROA FAMILY REVOCABLE TRUS	817 CENTRAL DR	COLLEYVILLE, TX
KSW HOLDING MANSFIELD LP	2606 LILLIAN MILLER PKWY	DENTON, TX
AMDE VENTURES LLC	116247 S LOUISVILLE AVE	TULSA, OK
REALTY CAPITAL VILLAGE #1 LP	909 LAKE CAROLYN PKWY	IRVING, TX
COLLEYVILLE REALTY HOLDINGS	92 PIAZZA LN STE 100	COLLEYVILLE, TX
G & B COLLEYVILLE LLC	75 MAIN ST STE 100	COLLEYVILLE, TX
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX
WADLEY FAMILY HOLDING INC	33 MAIN ST 160	COLLEYVILLE, TX
BROWN FABIO, RITA	33 MAIN #220	COLLEYVILLE, TX
TMAAC LLC	4109 BROWN TRL	COLLEYVILLE, TX
REED, JANET LEE	33 MAIN ST UNIT 250	COLLEYVILLE, TX
PILGRIM, DEBBIE K	33 MAIN ST # 240	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
COLLEYVILLE, CITY OF	100 MAIN ST	COLLEYVILLE, TX
COLLEYVILLE HEIGHTS	816 Regina Court	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX

Dakari Hill

From: Jackie Reyff
Sent: Monday, December 6, 2021 9:50 AM
To: Ben Bryner; Dakari Hill
Subject: FW: Re zoning

Ben and Dakari,

A formal request of opposition for Case ZC21-030.

If you have any further questions, I may be reached by phone or email.

Jackie
Jacquelyn Reyff, AICP
Principal Planner

817.503.1056
Integrity ~ Communication ~ Excellence ~ Transparency

ATTENTION ALL PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violations of the Texas Open Meeting Act. Please reply only to the sender.

-----Original Message-----

From: Toni Cardini <[REDACTED]>
Sent: Monday, December 6, 2021 9:34 AM
To: Jackie Reyff <JReyff@colleyville.com>
Subject: Re zoning

I oppose Re zoning in the village for another massage business. We have two now.

Thanks

Toni Cardini
Sent from my iPad

Dakari Hill

From: Jackie Reyff
Sent: Monday, December 6, 2021 9:50 AM
To: Ben Bryner; Dakari Hill
Subject: FW: Oppose Zoning Case ZC21-030

A second opposition for Case ZC21-030.

If you have any further questions, I may be reached by phone or email.

Jackie

Jacquelyn Reyff, AICP
Principal Planner



817.503.1056

Integrity ~ Communication ~ Excellence ~ Transparency



ATTENTION ALL PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violations of the Texas Open Meeting Act. Please reply only to the sender.

From: [REDACTED] <[REDACTED]>
Sent: Monday, December 6, 2021 9:38 AM
To: Jackie Reyff <JReyff@colleyville.com>
Subject: Oppose Zoning Case ZC21-030

Thank you for providing more information regarding the Special Use Permit for massage therapy use at 97 Village Lane, Suite 100, Colleyville. We have two spas in The Village that provide massages and there are two more within a mile of The Village. There have been problems with massage therapy businesses in other areas and I do not want a third one in the Village.

Please do not allow another one in The Village of Colleyville.

Thank you,

Nancy Farrar
33 Main Street, #200
Colleyville, TX 76034
817-919-1441

ORDINANCE O-22-2190

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.120 ACRES, BEING LOT 18, OF THE VILLAGE AT COLLEYVILLE CONDOS, LOCATED AT 97 VILLAGE LANE, SUITE 100, BY AUTHORIZING A SPECIAL USE PERMIT FOR A MASSAGE THERAPY USE FOR THE BUSINESS KNOWN AS BODYMENDZ; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for Massage Therapy for the business known as Bodymendz, Case No. ZC21-030; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for Massage Therapy on 0.120 acres, being Lot 18, of the Village of Colleyville Condos, located at 97 Village Lane, Suite 100, for the business known as Bodymendz, as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to Massage Therapy.
- b. The name of the business authorized for Massage Therapy by this Special Use Permit shall be called "Bodymendz".
- c. The hours of operation are Monday – Saturday 10:00 a.m. to 6:00 p.m.
- d. The Special Use Permit shall automatically expire upon the abandonment of the business, change in use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- e. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of February 2022.

The second reading and public hearing being conducted on the 15th day of February 2022.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 15TH DAY OF FEBRUARY 2022.

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 4, George Dodson _____
Place 6, Callie Rigney _____

Mayor Pro Tem Bobby Lindamood _____
Place 3, Kathy Wheat _____
Place 5, Chuck Kelley _____

ATTEST:

CITY OF COLLEYVILLE

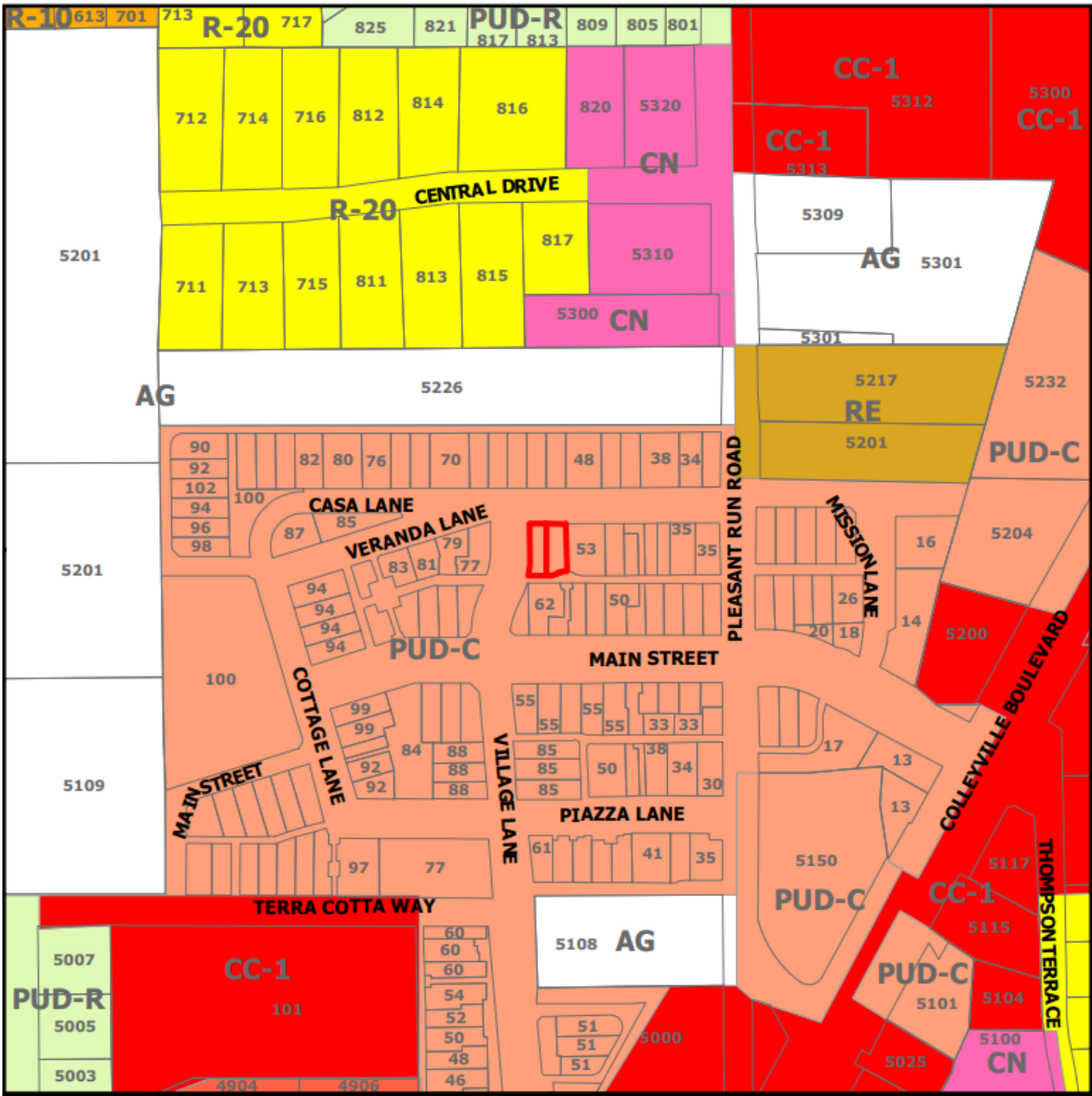
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map







City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 5b

Agenda Date 2/1/2022

Number Ordinance O-22-2191

Type Ordinance

Department Community Development

Title

Request to appeal the decision by the Planning and Zoning Commission for the Consideration of a Special Use Permit for an accessory building to exceed the permitted lot coverage on Lot 6, Block 1, Western Trails Colleyville, located at 505 Tumbleweed Trail, Case ZC21-035

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

First Reading and Public Hearing

Bradley Nichols, the owner, has submitted a request for a Special Use Permit (SUP) for an accessory building to exceed the lot coverage on Lot 6, Block 1, Western Trails Colleyville, being approximately 0.724 acres, and zoned R-20 Single Family Residential district. The purpose is to allow for an addition to an existing garage to remain.

Existing Conditions/Background: The subject property, 505 Tumbleweed Trail, has R-20 zoning and is located on the south side of Tumbleweed Trail south of the intersection with Bandit Trail. The subject property has an existing single family home. The request is for an existing 1,261 s.f. garage to have a 720 s.f. addition for a total of 1,981 s.f.

SUP Request: Request – The applicant is requesting approval of an SUP to allow for a 720 s.f. addition to an existing 1,261 s.f. garage to remain.

Ordinance – Section 3.27 Accessory Buildings and Residential Carport Regulations of the Land Development Code establishes the maximum size and number of accessory buildings to be permitted by staff on a residential lot:

"2. Maximum Size and Number of Buildings:

a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed four percent (4%) of the aggregate area of the lot. Exemption: Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings."

"6. Special Use Permit Provision: Any request for a building permit for an accessory building which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code."

The applicant is requesting to allow for an existing 1,261 s.f. garage to have an additional 720 s.f. that was added to remain. The structure's current lot coverage is 4.22%. The maximum allowed lot coverage for an accessory building is 4%. The additional expansion of 720 s.f. (1,981 s.f.) puts the lot coverage at 6.5%.

Analysis: Any request for an accessory building exceeding the allowable lot coverage shall only be authorized after approval of a Special Use Permit by the City Council.

Plat Status: The property is platted as Lot 6, Block 1 Western Trails Colleyville.

DRC Review: The DRC met on December 20th and offered the applicant the following comments:

1. The existing garage was permitted, but is over the required lot coverage by .22%. The garage addition adds 2.3% lot coverage pushing the lot coverage for an accessory building to 6.5%. Staff's recommendation will be denial due to non-compliance with the Land Development Code.
2. Provide the height of the garage, both overall and at the eave.
3. Provide a floorplan, which includes the existing and the proposed addition to the garage.

On December 27, 2020, the applicant provided updated exhibits.

Drainage: NA

Surrounding Development: The properties to the north, east, and west are zoned R-20 Single Family Residential district and contain single-family residential development. The property to the south is zoned PUD-R Planned Unit Development – Residential and has single-family residential development.

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

Staff Recommendation: Staff recommends denial of the garage expansion due to technical non-compliance with the Land Development Code. The Land Development Code allows for an accessory building which does not meet the Land Development Code criteria to seek an SUP.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended denial of the request at their January 10, 2022, meeting by a vote of 4-1. When the Planning and Zoning Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Financial Impact

There is no financial impact to the City.

Recommendation

Denial

Attachments

1. Request to Appeal
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Statement of Planning Objectives
6. Zoning options
7. Plot Plan
8. Previous Aerial and Street View
9. Current Aerial and Street View
10. Floor Plan
11. Materials
12. Grading Plan
13. Framing Plan
14. Foundation Plan
15. Wall Brace
16. Notification Map
17. Notification Letter
18. Notification List
19. Letters of Opposition
20. Ordinance O-22-2191

Ben Bryner

Subject: RE: Case ZC21-035 505 Tumbleweed Trail SUP Accessory Building

From: Brad Nichols < >

Sent: Tuesday, January 11, 2022 11:58 AM

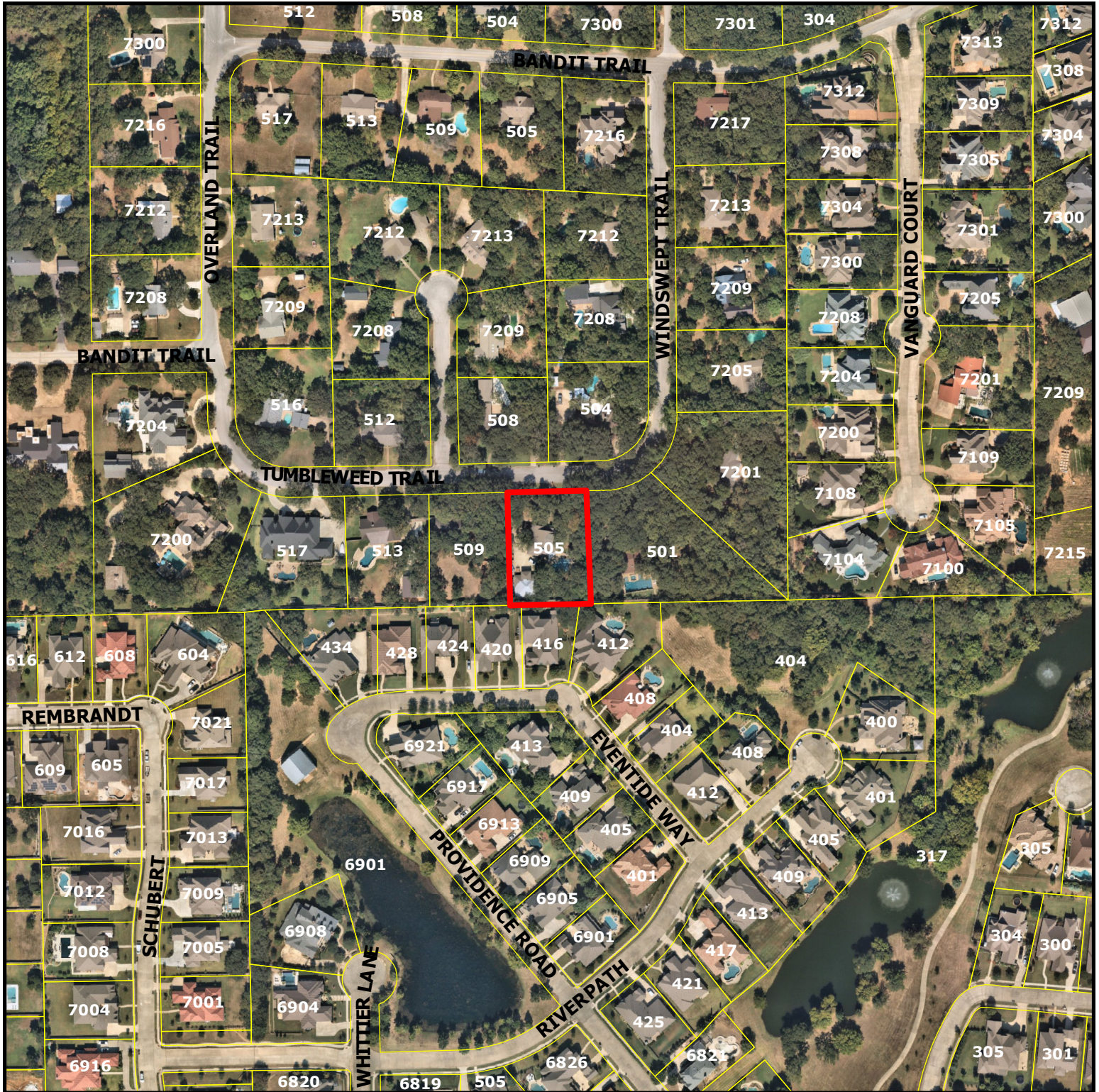
To: Jackie Reyff <JReyff@colleyville.com>; Jill Chumbley < >

Subject: Re: Case ZC21-024 505 Tumbleweed Trail SUP Accessory Building

Jackie,

We would like to go ahead and appeal the decision. I have attached the packet I handed out in the meeting.

Aerial Map



ZC21-035

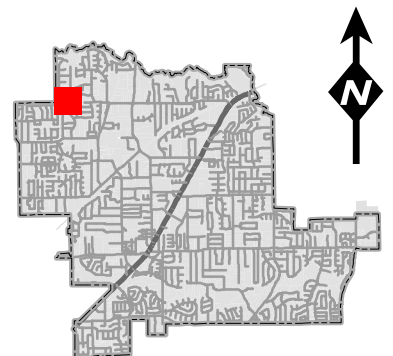
505 Tumbleweed Trail

DISCLAIMER:

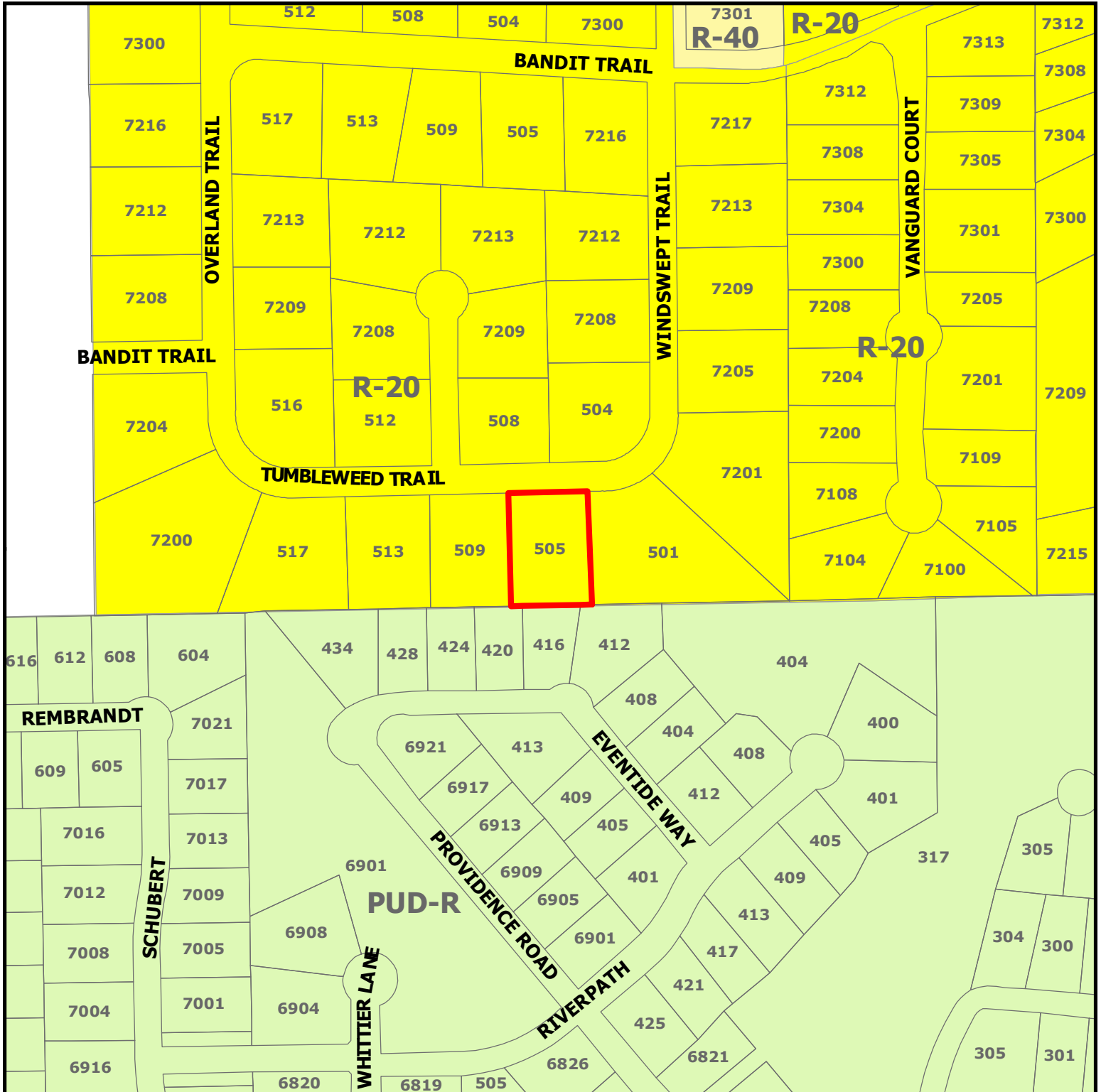
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Subject Property



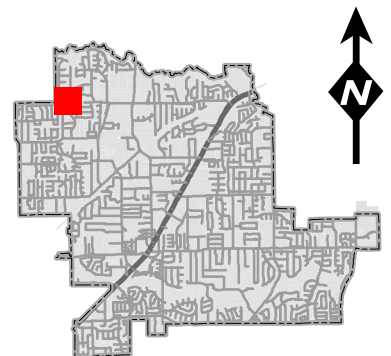
Zoning Map



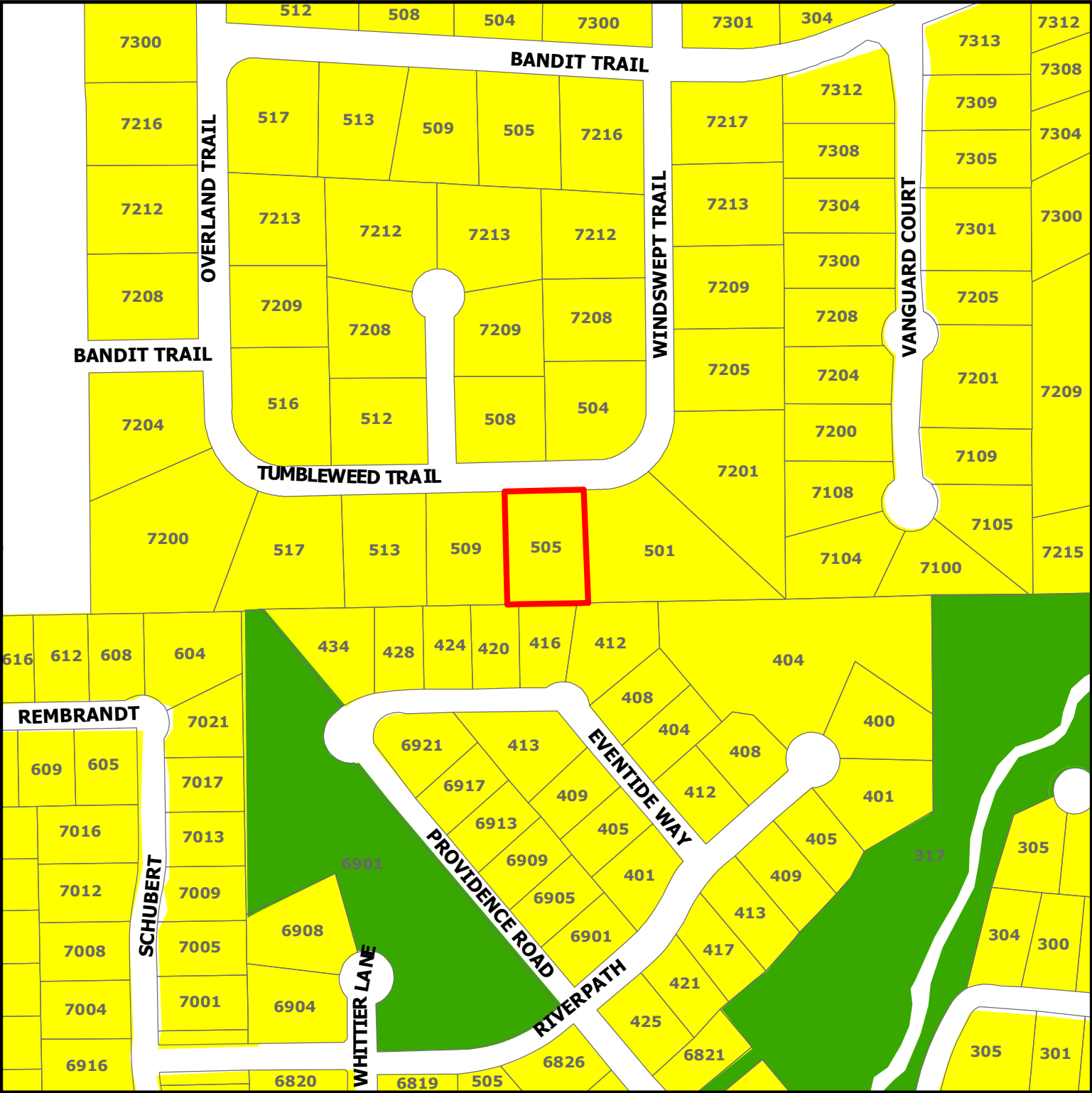
ZC21-035
505 Tumbleweed Trail

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 Subject Property



Future Land Use Map

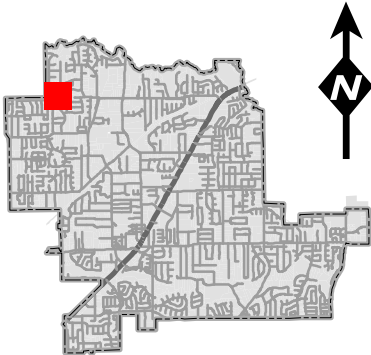


ZC21-035

505 Tumbleweed Trail

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-  Subject Property
-  Residential
-  Open Space; Parks



505 Tumbleweed Garage Addition

11.30.2021

Overview - Statement of Planning Objectives

The Nichols Family is proposing an addition to the detached garage at 505 Tumbleweed Trail. The addition will extend the existing structure by 18 feet to the south. The addition will be a multi-functional space for storage, office and garage workspace. With work from home becoming the norm, our current main structure does not accommodate us both working from home within the same office.

Specifications

The Addition will be a total of 720sf open concept space covering 18x42 feet (9x10 service garage conversion included).

- Positioned 12 feet from South property line and 9.8 feet from West property line.
- Matching Stone masonry on East face, Tan Board & Batten on South and West face.
- Roofing material will be matching Pinnacle weathered wood HD shingles.
- (5) Skylights will be installed for natural light.
- 12ft. Folding glass door will be installed on the west side of the addition.
- (13) LED can lights, (10) outlets, (4) switches will be installed

Permitting Schedule

1. 12/13/2021: Submittal Cycle Deadline
2. 12/20/2021: DRC Date
3. 12/21/2021: Comments back to Homeowner
4. 12/31/2021: Latest Resubmittal
5. 12/31/2021: Legal Notice*
6. 01/10/2022: Planning and Zoning Commission
7. 02/01/2022: City Council 1
8. 02/15/2022: City Council 2

Building Schedule

1. 03/05/2022: Completion of Structure, Exterior siding and roofing (dry-in)
2. 03/12/2022: Completion of Electrical
3. 04/02/2022: Completion of Insulation, Drywall
4. 04/16/2022: Completion of exterior masonry, texture, paint, lighting installation
5. 04/30/2022: Completion of folding door, floor sealing
6. 05/14/2022: Completion of Trim and any remaining finish out items
7. 05/16/2022: Final Walk-through

Improvement options for 505 Tumbleweed Addition:

1. Place 15' magnolias (which are evergreen) every 10-15ft along the back fence line to increase the aesthetics of neighboring properties, provide additional privacy and shade. Views of the existing canopy will remain unchanged. If there is another greenery preference, we would be more than happy to accommodate.
 - a. Estimated Cost: \$ 3,525.00 (5 trees @ 725.00 each)



2. The current fence is at 5.5' on the corner of the property where the addition is proposed. If the fence height is increased to 8', any view of the addition will mostly be blocked.
 - a. Estimated cost: \$ 12,000.00



3. Reduce the pitch of the roof from 6/12 to 3/12. This will lower the roofline by 6' at its highest point from 18' to 12.5'. The existing structure will still have an 18' wall as it existed before modifications at 30' from the property line. This will incur significant additional cost that will not be necessary if option 1 and 2 are chosen.
 - a. Estimated Cost: 15,000.00

416 Eventide way example of Raising the fence line to 8' and planting 15' magnolias along the property line:



420 Eventide Way example of Raising the fence line to 8' and planting 15' magnolias along the property line:



Letters of Support:

Todd Bowers <todd@thepeak.group>

5:32 PM (2
minutes
ago)

To Whom It May Concern:

My name is Todd Bowers and I live at 504 Tumbleweed Trail which is directly across the street from Brad and Jill Nichols. I have seen the Nichols take meticulous care of the property for the past few years since they moved into the home. They have cleaned up the property, (landscaping, lighting, front facade, back yard, pool, & driveway area), and made it far better to look at from the neighbors perspective. They have made the house better for the neighborhood and have brought life back into the home.

The Nichols are the perfect neighbors as they are engaged in the community and caring for the people around them. Being a business owner with 90+ employees and living the struggles of the COVID effect, I agree with Brads decision to create additional space, on a larger than normal lot, to be able to work from home. He has more than enough room to work with, and a few additional square feet above the city ordinance shouldn't be an issue in theses unprecedented times. COVID is changing the way we as builders are designing and building homes, city's and municipalities need to be flexible to make changes to accommodate as well.

Regards,

peter marquart

12:57 PM
(4 hours
ago)

to

To Whom it May Concern:

My name is Peter Marquart and I live at 501 Tumbleweed Trail in Colleyville. I understand that my neighbors, Brad and Jill Nichols will be at a zoning committee meeting tonight that I will be unable to attend.

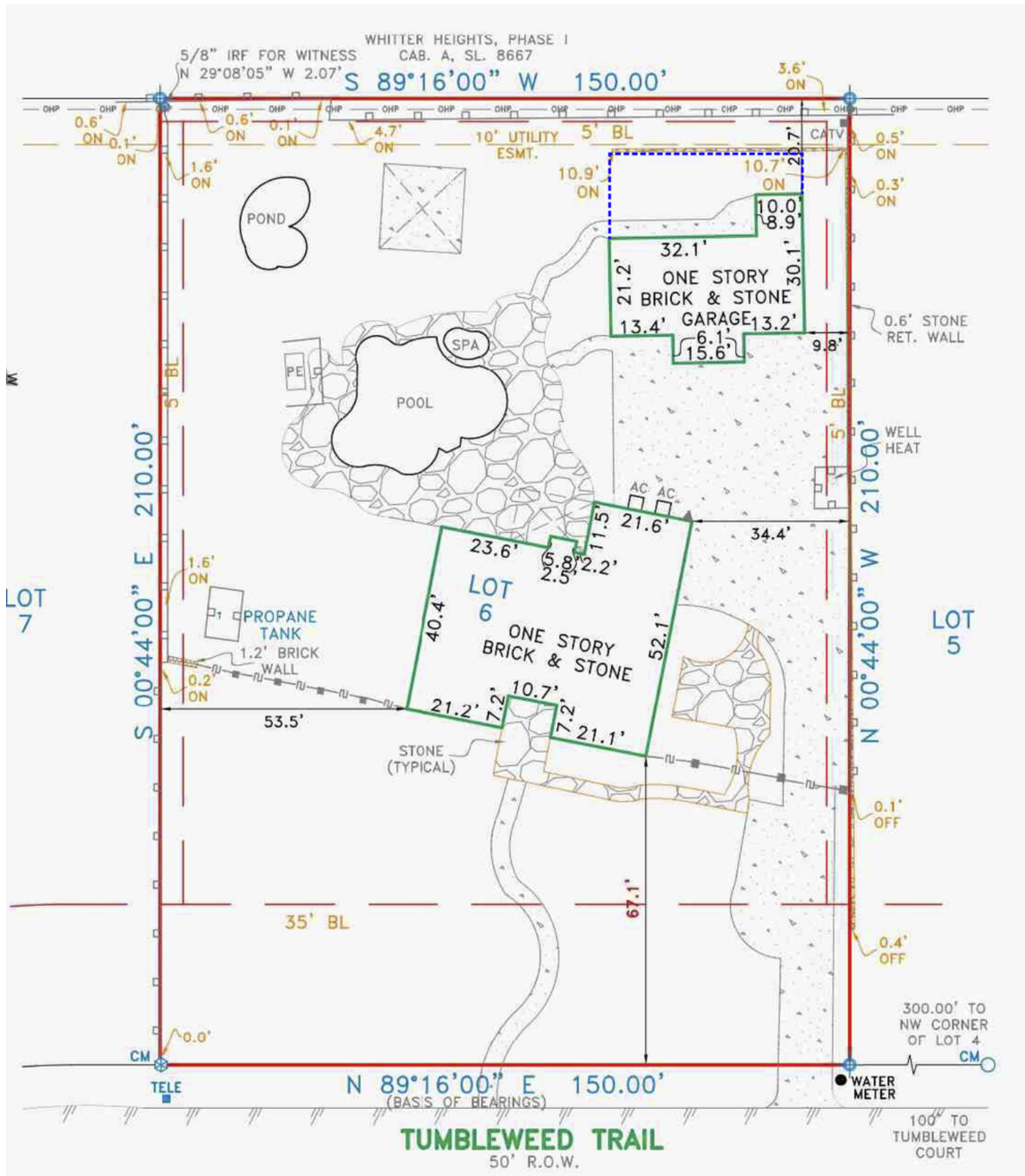
Brad and Jill have recently moved into our neighborhood and have done a spectacular job in improving their property. I understand that their current garage addition is what is in question. From my perspective, it is aesthetically pleasing and will add to their property value as well as increase the property values in the neighborhood. Please consider carefully their petition for relief.

Thank you,

Peter Marquart

Plot plan

- Existing Plat Plan with proposed addition marked in blue.



Drawings and Images

1. Previous Aerial and street view



2. Current Aerial and street view



This floor plan shows a proposed addition and existing structures. The 'Proposed Addition' is a rectangular area at the top, measuring 31'7" in width and 9'7" in depth. It contains an 'Existing Bath' measuring 7'7" in width and 7'9" in depth. To the right of the bath is an 'Existing Service Garage' measuring 9'2" in width and 9'7" in depth. Below the proposed addition is an 'Existing Garage' measuring 13'4" in width and 14'9" in depth. The plan includes various dimensions for walls, openings, and structural elements, as well as labels for existing and proposed features.

Eaves: South, East and West Eaves are 8' (96"). North side of the addition connects to existing structure.

Roof Pitch: 6/12

Materials

1. Folding Door



2. Stone masonry



3. Shingles



CALL BEFORE YOU DIG

TEXAS ONE CALL SYSTEM (800-245-4545) MUST BE CONTACTED PRIOR TO ANY EXCAVATION OPERATION BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE TEXAS ONE CALL SYSTEM.

CAUTION - CONTRACTOR'S NOTE

THE CONTRACTOR SHALL LOCATE THE VERTICAL AND HORIZONTAL LOCATIONS OF ALL EXISTING UTILITIES IN THE AREA OF CONSTRUCTION. THE LOCATION OF EXISTING UTILITIES ARE SHOWN BASED ON BEST AVAILABLE INFORMATION AND SHALL NOT BE TAKEN AS EXACT OF COMPLETE. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO BEGINNING EXCAVATION NEAR THE FACILITY.

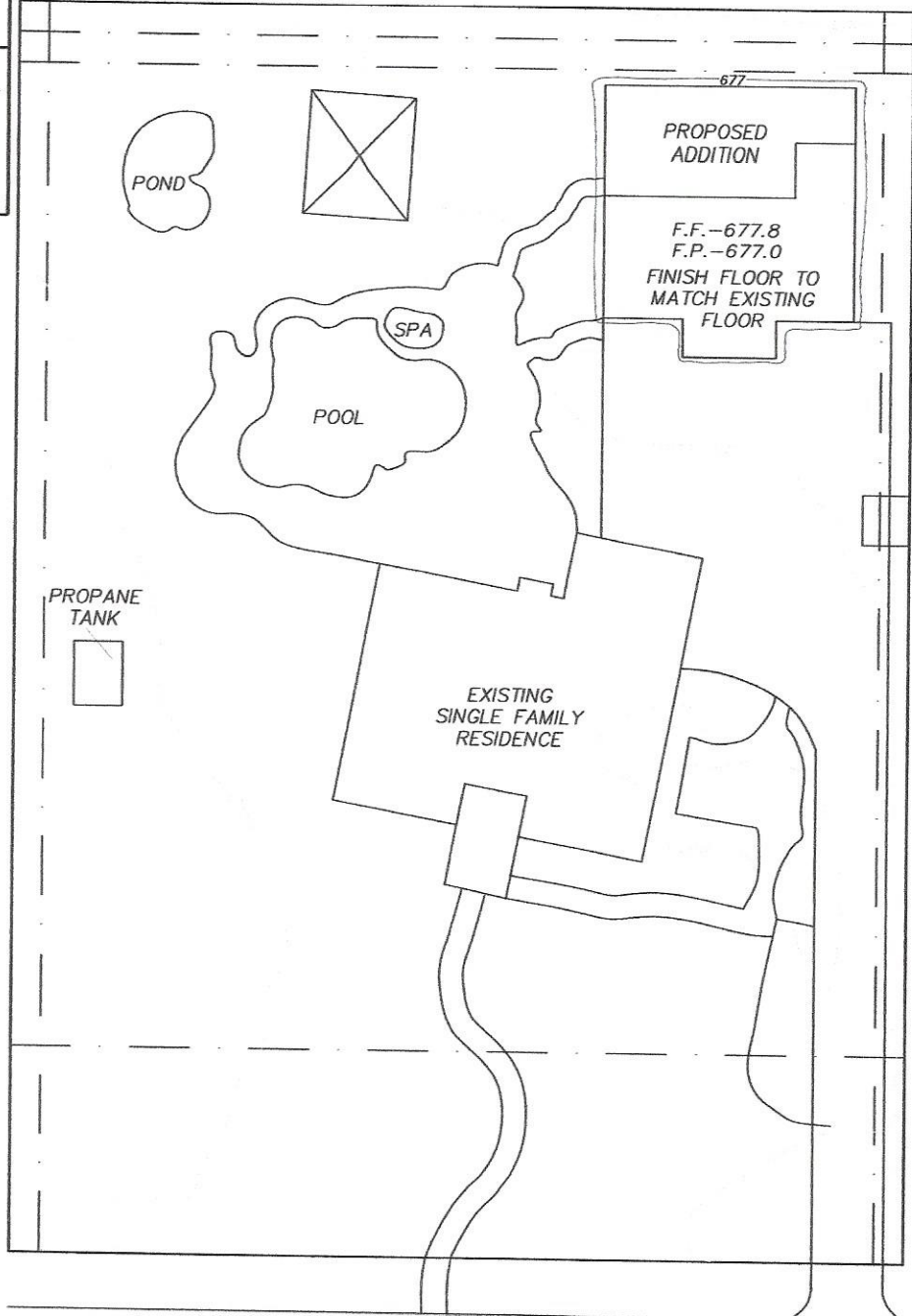
LEGEND

- PROPOSED DRAINAGE
- PROPOSED FENCE
- EXISTING FENCE
- CURLEX
- RETAINING WALL
- EXISTING GRADING
- 625'- PROPOSED GRADING

L.E. - LANDSCAPE EASEMENT
D.E. - DRAINAGE EASEMENT
P.A.E. - PEDESTRIAN ACCESS EASEMENT
S.S.E. - SANITARY SEWER EASEMENT
T.E. - TRANSFORMER EASEMENT
U.E. - UTILITY EASEMENT
W.M.E. - WALL MAINT. EASEMENT
M.E. - MAINTENANCE EASEMENT
B.E. - BUFFERING EASEMENT

SPOT ELEVATION KEY:

102 000.0
X - SPOT ELEVATION
TP - TOP OF SWALE
TW - TOP OF WALL
BW - BOTTOM OF WALL



SCALE: 1" = 20'-0"

TUMBLEWEED TRAIL

ADDRESS: 505 TUMBLEWEED TR.

COLLEYVILLE, TX.

DRAWN BY: DDSG

DATE: 11-01-2021

DDS GROUP

GRADING PLAN

CODES AND SPECIFICATIONS:

BUILDING CODE: THE 2014 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE 2014 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC)

NOTE: SECTION R301.1.3 OF THE 2014 IRC PERMITS ENGINEERED DESIGN OF BRACE WALL LUMBER AND BRACED WALL PANELS IN ACCORDANCE WITH THE 2014 IRC, "ENGINEERED DESIGN".

ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE IS PERMITTED FOR ALL BUILDINGS, STRUCTURES, AND PARTS THEREOF, INCLUDED IN THE SCOPE OF THIS CODE.

WOOD DESIGN: 2014 EDITION OF THE NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION, ALLOWABLE STRESS DESIGN (ASD) OR LOAD AND RESISTANCE FACTOR DESIGN (LRFD)

DESIGN LOADS: LATEST EDITION OF THE ASCE STANDARD 7-02 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES BY THE AMERICAN SOCIETY OF CIVIL ENGINEERS

DESIGN LOADS (WOOD CONSTRUCTION):

GRAVITY DESIGN LOADS:

- ROOF DEAD LOAD = 15 PSF
- ROOF LIVE LOAD = 20 PSF
- 2ND STORY FLOOR DEAD LOAD = 25 PSF
- 2ND STORY FLOOR LIVE LOAD = 40 PSF
- ATTIC FLOOR DEAD LOAD = 10 PSF
- ATTIC FLOOR LIVE LOAD = 20 PSF

HORIZONTAL DESIGN LOAD:

WIND LOAD = 15 PSF BASIC WIND SPEED DESIGN: 3 SECOND GUST WIND SPEED OF 90 MPH: 33 FEET ABOVE GROUND, EXPOSURE B

GRAVITY LOAD DESIGN:

THE FIRST STORY AND SECOND STORY WALLS WILL BE CONSTRUCTED WITH 2X4 STUDS. THE SECOND LEVEL FLOOR SYSTEM WILL BE CONSTRUCTED WITH DIMENSIONAL LUMBER (2X12), JOISTS, ENGINEERED LUMBER, OR OPEN WEB FLOOR TRUSSES. THE ROOF FRAMING WILL BE FRAMED WITH DIMENSIONAL LUMBER (2X6, 2X8, 2X10, 2X12) OR ENGINEERED LUMBER.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO BEGINNING CONSTRUCTION.

WALL PLATE CONNECTIONS TO CONCRETE:

ALL WALL PLATES SHALL BE TREATED.

WALL PLATES UNDER EXTERIOR WALLS SHALL BE INSTALLED WITH 1/2" DIA. J-BOLTS CAST INTO CONCRETE WITH 1" EMBEDMENT. BOLTS SHALL BE LOCATED NO MORE THAN 6" APART AND AT 6" O.C. MAX FROM PLATE ENDS.

BOLTS THAT CAN NOT BE CAST IN PLACE WITH THE CONCRETE SHALL BE RETROFITTED WITH THE USE OF TITEN BOLTS, OR EQUIVALENT 1/2" DIA. ALL THREAD ROD (ATN) WITH 1" MIN. EMBED AND SIMPSON HIGH STRENGTH SET EPOXY SYSTEM, OR EQUIVALENT.

WALL PLATES UNDER INTERIOR WALLS MAY BE FASTENED WITH POWER DRIVE HLT1 FASTENER, OR EQUIVALENT. LOCATE NO MORE THAN 4'-0" APART AND SPACED AT 4'-0" FROM EACH END, U/L.

CONSTRUCTION BRACING:

ALL WOOD FRAMING (STUD WALLS) SHALL BE PROPERLY BRACED DURING CONSTRUCTION. BRACING IS THE RESPONSIBILITY OF THE CONTRACTOR.

FLOOR TRUSSES:

FABRICATED WOOD FLOOR TRUSSES SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS. THE LOADS ARE SHOWN IN THE TRUSS SCHEDULE. THE TRUSSES ARE TO COMPLY WITH THE "NATIONAL DESIGN SPECIFICATIONS" BY THE NATIONAL WOOD PRODUCT ASSOCIATION FOR STRESS GRADED LUMBER AND ITS FASTENINGS, AND WITH THE "DESIGN SPECIFICATION FOR THE LIGHT METAL PLATE CONNECTED WOOD TRUSSES" BY THE TRUSS PLATE INSTITUTE.

STRUCTURAL TIMBER AND WOOD:

NOTE: THE FOLLOWING SPECIFICATIONS ARE FOR ALL STRUCTURAL WOOD FRAMING ON THIS PROJECT.

SOUTHERN PINE SAWN LUMBER

ITEM	GRADE	COMPRESSION F _y
FOUNDATION SILL PLATES	2X4 No. 2 TREATED	965 PSI
COLUMNS	4X4 No. 2 TREATED	1400 PSI
STUDS @ 16" O.C.	2X4 No. 2 SPT	865 PSI

NOTE: STRUCTURAL END JOINTS (RINGER JOINTS) STUDS MAY BE USED PROVIDED THE STUDS ARE STAMPED AS SUCH - CERTIFIED OILED JOINTS.

ITEM	GRADE	COMPRESSION F _y
TOP PLATE, 2ND STORY BILL, PURLIN CLEAT	2X4 No. 2	1100 PSI
HEADER, CEILING BEAM, CEILING JOIST, POST PURLIN RAFTER	2X6 No. 2	1000 PSI
HEADER, CEILING BEAM, ROOF BEAM	2X6 No. 2	825 PSI
HEADER, CEILING BEAM, ROOF BEAM	2X10 No. 2	920 PSI
HEADER, CEILING BEAM, ROOF BEAM	2X12 No. 2	750 PSI

LAMINATED VENEER LUMBER (LVL)

ITEM	GRADE	COMPRESSION F _y
HEADER (BRACED), CEILING BEAM	1 1/2" X 11 1/2" 2.0E	2655 PSI

NOTES TO THE CONTRACTOR:

THE FRAMING PLANS WERE DEVELOPED FOR THE PURPOSE OF TRANSFERRING LOADS OF THE ROOF AND CEILING ONTO THE CONCRETE FOUNDATION. THE FOUNDATION DESIGN WAS ANALYZED BASED UPON THE DIRECTION AND LOCATION OF THE ROOF AND CEILING JOIST MEMBERS. THEREFORE, THE FRAMING PLANS MAY NOT BE CHANGED WITH APPROVAL OF ANTARES HOMES.

HORIZONTAL LOAD DESIGN:

ALLOWABLE BRACE WALL PANEL RESISTING LOADS ARE BASED UPON THE FOLLOWING REFERENCES:

1. THERMO-PLY GREEN & THERMO-PLY GREEN AMS STRUCTURAL SHEATHING BASED ON SECTION 5.2.6.2 OF DII TECHNICAL EVALUATION REPORT NO. 1504-D1, DATED MAY 26, 2015.

2. THERMO-PLY RED & THERMO-PLY RED AMS STRUCTURAL SHEATHING BASED ON SECTION 5.2.6.2 OF DII TECHNICAL EVALUATION REPORT NO. 1504-D1, DATED MAY 26, 2015.

3. GYPSUM BOARD WOOD FRAMED WALL ASSEMBLIES: BASED ON TABLE 2306.7 OF THE 2014 IRC.

4. THERMO-PLY RED STRUCTURAL SHEATHING G.B.P.F. PORTAL FRAME AT GARAGE DOORS: BASED ON SECTION 5.2.4 OF DII TECHNICAL EVALUATION REPORT NO. 1504-D1.

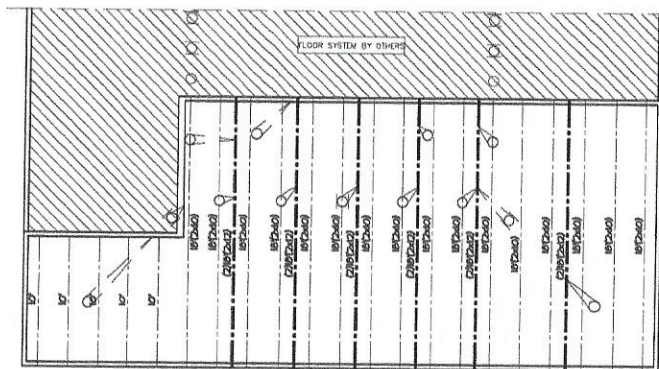
CONSTRUCTION REVIEW:

CONTACT THE LOCAL BUILDING OFFICIAL FOR INSPECTIONS REQUIRED BY THE LOCAL BUILDING OFFICIAL.

SURFACE DRAINAGE AWAY FROM STRUCTURE:

IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PROPER POSITIVE DRAINAGE AWAY FROM THE STRUCTURE AS REQUIRED BY THE CIVIL ENGINEERING GRADING PLANS OF THE LANDSCAPE ARCHITECT'S PLANS (BY OTHERS). IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN THE PROPER DRAINAGE DURING THE LIFE OF THE STRUCTURE.

REFER TO THE 2014 IRC FOR THE OTHER FRAMING REQUIREMENTS.



1 1ST FLOOR CEILING JOIST PLAN AND ROOF RAFTER SUPPORT
SCALE: 1/8" = 1'-0" W/ 11X17 - 1/4" = 1'-0" W/ 22X34

JSB ENGINEER (F-20338)
19285 HORSESHOE DR.
NEVADA, TX. 75173
(214) 843-6223
JSBENGINEERTX@GMAIL.COM

DESIGNER:
S.B.

PROJECT #:

505 TUBLEWEED TRAIL FRAMING PLAN

ELEVATION:
A

SHEET NUMBER:
R1



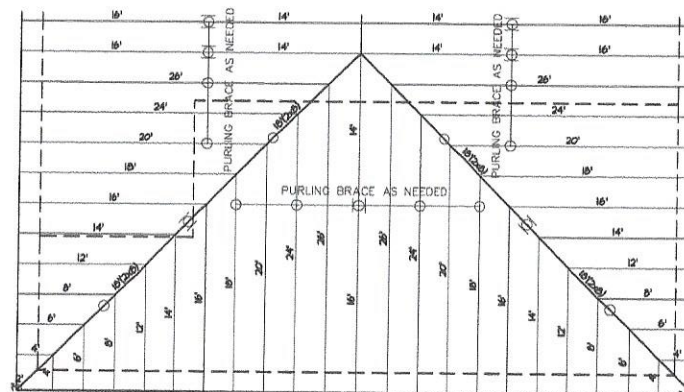
NOTE:
RAFTERS ARE 2X8 SYP
No. 2 @ 24" O.C.,
U.N.O.

PURLINS ARE 2X6 SYP
No. 2 W/ SUPPORTS
AT 6'-0" O.C. U.N.O.

RIDGE BEAMS ARE
2X10 SYP No. 2
U.N.O.

HP AND VALLEY
BEAMS ARE 2X6 SYP
No. 2 U.N.O.

UPL = UNDER POINT LOAD
UWA = UNDER WALL ABOVE
T.T.R. = TIED TO RAFTERS
LAS = LIMITED ATTIC STORAGE
APPROVED LAS = 
BRACE LOAD SUPPORT = 
BRACE = 



1 ROOF RAFTER PLAN

SCALE: 3/32" = 1'-0" W/ 11X17 - 1/4" = 1'-0" W/ 22X34

JSB ENGINEER (F-20338)
19285 HORSESHOE DR.
NEVADA, TX. 75173
(214) 843-6223
JSBENGINEERTX@GMAIL.COM

DESIGNER:
S.B.

PROJECT #:

505 TUBLEWEED TRAIL FRAMING PLAN

ELEVATION:
A

SHEET NUMBER:

R3

GENERAL NOTES

1. CONCRETE SHALL BE NORMAL WEIGHT, TRANSIT MIXED AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS UNLESS INDICATED OTHERWISE.
2. CONCRETE SHALL BE IN ACCORDANCE WITH ACI-318 ACI-301 AND ASTM C94.
3. WATER CONTENT SHALL BE CONTROLLED AND MINIMIZED IN ACCORDANCE WITH ACI AS REFERENCED ABOVE.
4. ALL CONVENTIONAL REINFORCING BARS SHALL BE GRADE 60 IN ACCORDANCE WITH ASTM A615.
5. WHERE REBAR IS USED FOR EXPOSED GRADE BEAMS OR TOP AND BOTTOM REINFORCING, PROVIDE MATCHING "L" BARS WITH EACH LEG EQUAL TO 40 BAR DIAMETERS OR GRATER.
6. CONSTRUCTION JOINTS ARE PROHIBITED UNLESS INDICATED OTHERWISE.
7. FOUNDATION SHALL BE PLACED MONOLITHICALLY TO AVOID "COLD JOINTS." I.E. PLACEMENT SHALL PROCEED FROM START TO FINISH IN A MONOLITHIC FASHION. WHERE COLD JOINTS ARE UNAVOIDABLE DUE TO DELAYS, CONTRACTOR SHALL CONSOLIDATE CONCRETE BY VIBRATING THROUGH COLD JOINT BOUNDARY. IF LONG DELAY IS ANTICIPATED, CONTRACTOR SHALL FORM BULKHEAD OR OTHERWISE CREATE A VERTICAL CONTROL SURFACE FOR INSERTION OF #4 DEFORMED DOWELS AT 18" O.C. IN SLAB AND (2) #5 DEFORMED DOWELS TOP AND BOTTOM OF BEAMS. DOWELS SHALL BE 18" LONG.

SITE PREPARATION NOTES

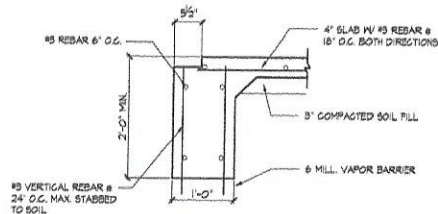
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE EXISTING UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION TO AVOID DAMAGE TO UNDERGROUND UTILITIES. CONTRACTOR SHALL INFORM UTILITY OWNERS IN ADVANCE TO ENABLE THEM TO IDENTIFY AND LOCATE, REROUTE OR TO MAKE OTHER ADJUSTMENTS IN ORDER FOR WORK TO PROCEED WITH MINIMAL DELAYS.
2. FOUNDATION EXCAVATION SHOULD BE PROPERLY MONITORED TO ENSURE UNDESIRABLE (LOOSE) MATERIALS ARE REMOVED.
3. EXPOSED SOILS SHOULD BE PROTECTED AGAINST RAIN AND EXCESSIVE DRYING.
4. SELECT FILL MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH THE PROJECT.

CONSTRUCTIONS NOTES

1. SITE GRADING AND DRAINAGE AROUND FOUNDATION SHALL BE MAINTAINED AT ALL TIMES IN SUCH A MANNER THAT SURFACE OR GROUND WATER WILL NOT COLLECT AROUND FOUNDATION. ADEQUATE POSITIVE DRAINAGE SHALL BE PROVIDED AND MAINTAINED SLOPING AWAY FROM FOUNDATION A MINIMUM OF 2-5% (1/4 - 5/8 IN/FT) FOR A MINIMUM DISTANCE OF 5'-0" FROM FOUNDATION EDGE.
2. FINAL GRADES SHALL HAVE POSITIVE DRAINAGE SLOPING AWAY FROM FOUNDATION. A MINIMUM OF 8" CLEARANCE BETWEEN TOP OF SLAB AND/OR BRICK-LEDGE AND SOIL SURFACE SHALL BE MAINTAINED.
3. BEAM TRENCHES SHALL BE CLEAN AND FREE OF LOOSE SOIL AND DEBRIS. BEAM BOTTOMS MUST BE FOUNDED IN MINIMUM 12" UNDISTURBED SOIL OR PROPERLY COMPACTED FILL, UNLESS PIERS ARE SPECIFIED.
4. BEAM TRENCH BOTTOMS MAY BE ROUNDED BY TRENCH CUTTING DEVICE. AVERAGE BEAM WIDTH BELOW FOUNDATION SLAB MUST BE EQUAL TO OR GREATER THAN DESIGN BEAM WIDTH, "W", NOTED ON FOUNDATION PLAN.
5. AT CONTRACTOR'S OPTION, A SAND CUSHION OR THIN LAYER OF SELECT FILL MAY BE USED AS TOP LAYER FOR PAD. EXISTING SOILS MAY BE USED AS LONG AS THEY PRESENT NO HAZARD TO THE POLYETHYLENE VAPOR BARRIER.
6. A LAYER OF 6 MIL POLYETHYLENE WITH LAPPED JOINTS BETWEEN SAND/EXISTING MATERIAL AND SLAB SHALL BE PROVIDED UNLESS INDICATED OTHERWISE.
7. REINFORCING BARS SHALL BE SUPPORTED BY CHAIRS TENDONS AND SPACED AT 4' MAXIMUM INTERVAL, AND TIED AT ALL INTERSECTIONS TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT.
8. WHERE DISCREPANCIES BETWEEN FOUNDATION DIMENSIONS AND ARCHITECTURAL PLANS ARE NOTED, ARCHITECTURAL PLANS SHALL CONTROL.
9. COORDINATE STRUCTURAL DRAWINGS WITH ARCHITECTURAL DRAWINGS FOR ALL OPENINGS, DROPS, INSERTS, SLOPES, BRICK-LEDGES AND RELATED ITEMS.
10. IF SOLID ROCK IS ENCOUNTERED DURING TRENCHING OF BEAMS, BEAM DEPTH MAY BE REDUCED, BUT MUST MAINTAIN A MINIMUM OF 12" SOIL COVER UPON FINAL GRADE.
11. PLUMBING LINES SHALL NOT BE LOCATED INSIDE BEAMS, EXCEPT AT OR NEAR PERPENDICULAR CONFIGURATION TO BEAMS.
12. SAND OR GRAVEL BEDDING MATERIAL FOR UTILITIES SHALL NOT BE USED WITHIN 5' OF FOUNDATION EDGE. A CLAY PLUG SHALL BE PROVIDED TO PREVENT WATER INFILTRATION UNDER SLAB.
13. WATER CUTOFF VALVES AND PIPE TRANSITIONS SHALL NOT BE INSTALLED WITHIN 5' OF FOUNDATION EDGE.
14. IRRIGATION SYSTEMS SHALL NOT SPRAY DIRECTLY ON FOUNDATION.
15. SIDEWALKS AND DRIVES SHALL BE GRADED TO SLOPE AWAY FROM FOUNDATION TO ELIMINATE AND PREVENT PONDING OF WATER.
16. TREES AND SHRUBS SHALL NOT BE LOCATED CLOSER TO FOUNDATION THAN A HORIZONTAL DISTANCE EQUAL TO ROUGHLY ONE - HALF OF TREE OR SHRUB'S MATURE HEIGHT WITHOUT INSTALLATION OF PIERS OR ROOT BARRIER. IF IMPRACTICAL, A DEEPEXTERIOR BEAM SHALL BE PROVIDED A MINIMUM DEPTH OF 48" BELOW GRADE, FOR A PERPENDICULAR DISTANCE EQUAL TO ROUGHLY ONE HALF OF TREE OR SHRUBS MATURE HEIGHT.
17. LANDSCAPING SHALL NOT AFFECT FINAL GRADE. EXCAVATION OF SOILS ADJACENT TO FOUNDATION FOR PURPOSE OF LANDSCAPING ARE PROHIBITED. LANDSCAPING SHALL BE PLACED ON TOP OF FINAL GRADE. SOLID LANDSCAPE EDGING SHALL NOT BE USED.

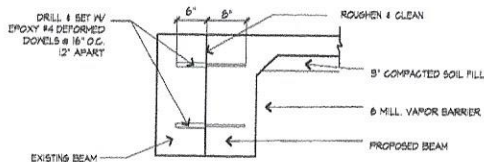
CONSTRUCTOR SHALL WATER PAD 72 HOURS CONTINUOUS PRIOR TO CONSTRUCTION OF FOUNDATION DURING UNUSUALLY DRY CONDITIONS.

1. SLAB THICKNESS = 4"
2. BEAM DEPTH = MIN. 24"
3. BEAM WIDTH = 12"



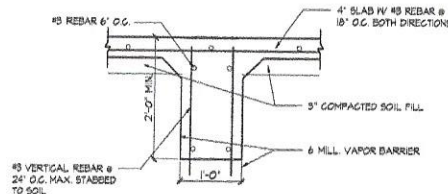
① TYP. FOUND. DETAIL

SCALE: 1/2" = 1'-0" W/ 11X17 & 1" = 1'-0" W/ 24X34



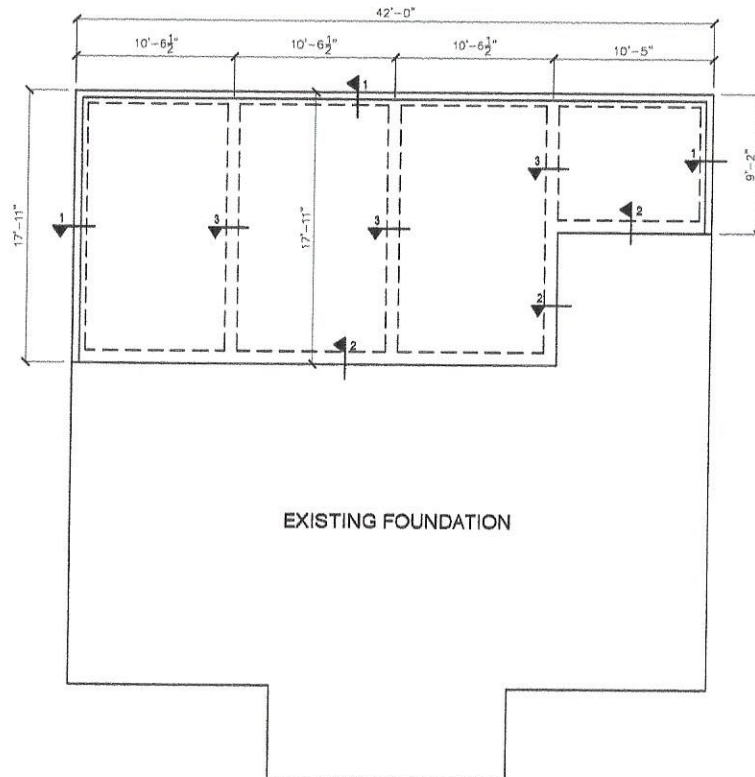
② TYP. FOUND. DETAIL

SCALE: 1/2" = 1'-0" W/ 11X17 & 1" = 1'-0" W/ 24X34



③ TYP. FOUND. DETAIL

SCALE: 1/2" = 1'-0" W/ 11X17 & 1" = 1'-0" W/ 24X34



EXISTING FOUNDATION

⑤ PROPOSED SLAB

SCALE: 1/8" = 1'-0" W/ 11X17 & 1/4" = 1'-0" W/ 24X34



JSB ENGINEER (F-20338)
19285 HORSESHOE DR.
NEVADA, TX. 75173
(214) 843-6223
JSBENGINEERTX@GMAIL.COM

DESIGNER:
S.B.

PROJECT #:

505 TUMBLEWEED TR.
FOUNDATION PLAN

ELEVATION:

A

SHEET NUMBER:

S1

SYMBOL KEY	
	SIMPSON STRHD10 or HTTS HOLDOWN
	CS16 STRAPPING, 3" MINIMUM LENGTH ATTACHED TO STUDS BOTH FLOORS
	BRACED WALL PANEL - SEE DETAILS
	BRACED WALL LINE
	DASHED LINE INDICATES STRUCTURAL SHEATHING

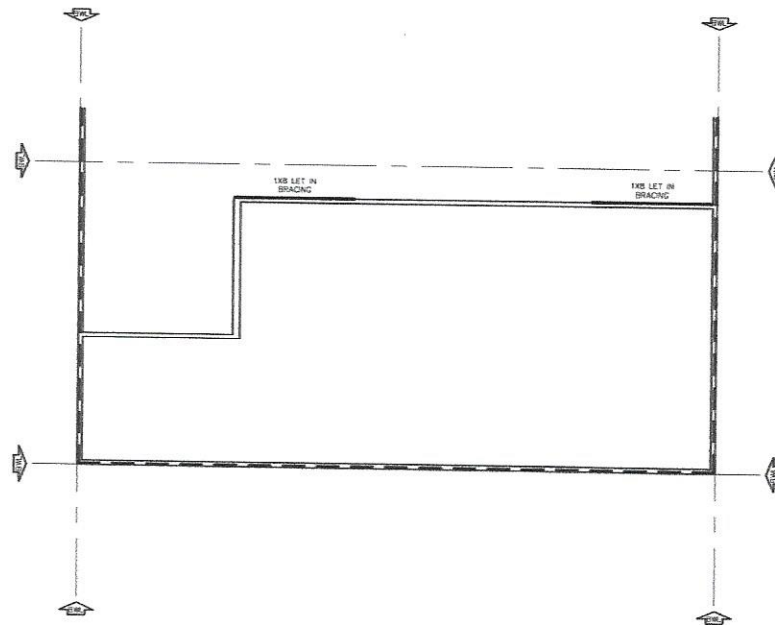
FASTENING FOR THERMO PLY		
MAXIMUM STUD SPACING	FASTENING TYPE	MAXIMUM FASTENER SPACING
16"	NO. 16 GAGE STAPLES 1" CROWN x 1 1/4" LEGS	3 - PANEL EDGES 6 - INTERMEDIATE SUPPORTS

NOTE:
 1) FOR TOP PLATE HEIGHTS EQUAL TO OR LESS THAN 12'-0" PROVIDE 2X4 CONTINUOUS STUDS @ 16" O.C. FOR TOP PLATE HEIGHTS ABOVE 12'-0" TO 17'-0", PROVIDE 2X6 CONTINUOUS STUDS @ 16" O.C.
 2) PROVIDE 2X6 @ 16" O.C. WALL STUDS SUPPORTING TWO FLOORS AND ROOF WITH MAX. 10' PLATE HEIGHT IN ACCORDANCE WITH TABLE R6-02.3.1 OF 2000, 2003, 2006, 2009, 2012 & 2018 I.R.C.

1. WALL BRACING PLAN DESIGN TO COMPLY W/ 2018 IRC.
2. DESIGN BASED ON 115 MPH WIND SPEED.

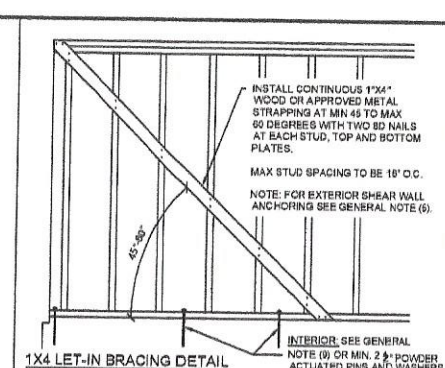
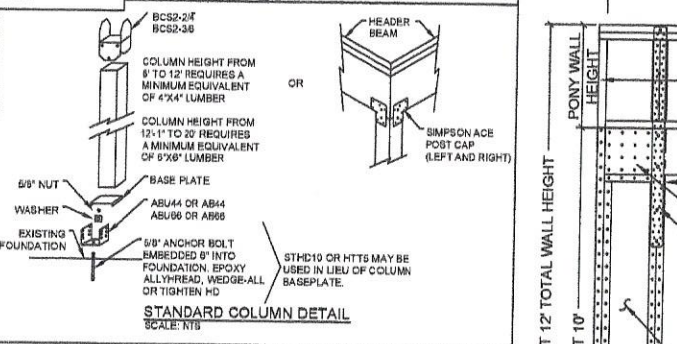
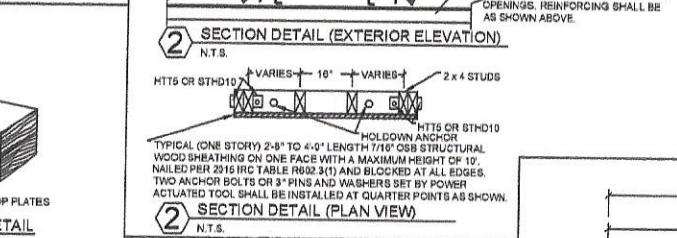
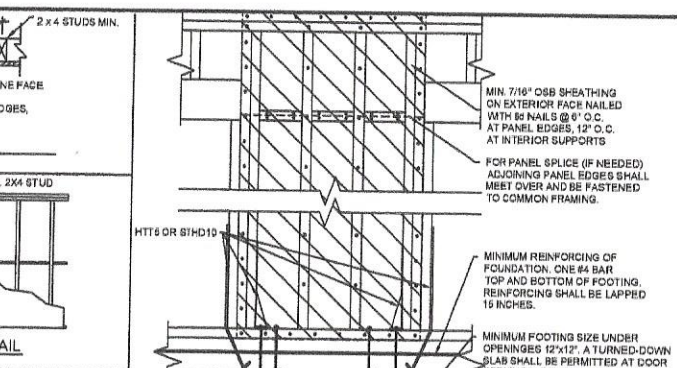
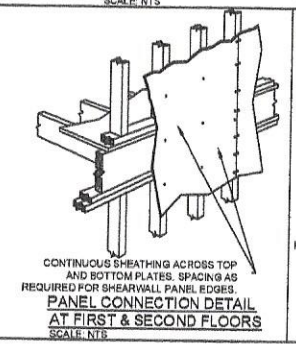
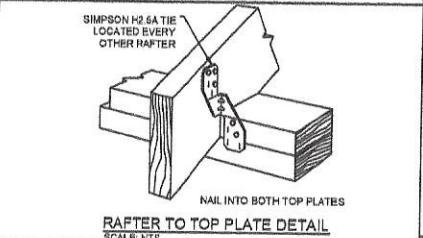
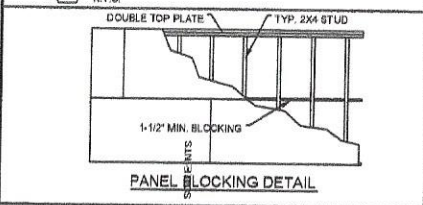
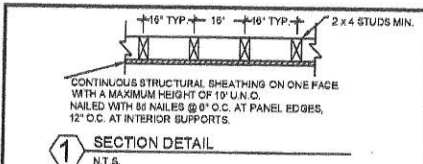


[Handwritten Signature]
 11/12/21



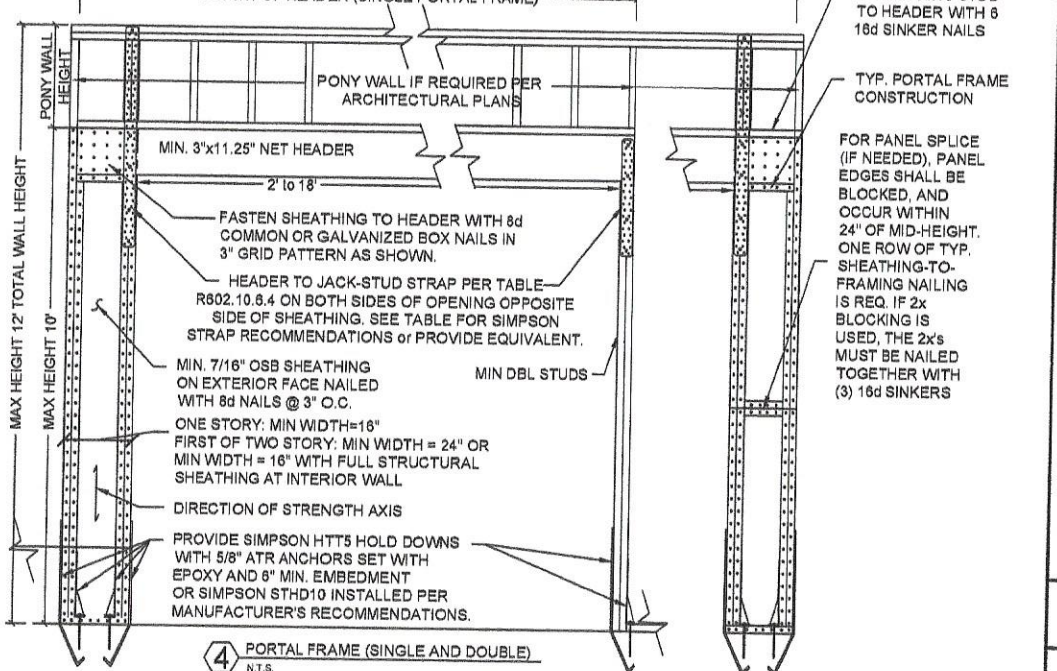
① FIRST FLOOR PLAN - SHEAR WALL PLAN
 SCALE: 1/8" = 1'-0"

SHEET NUMBER SH1	ELEVATION A	505 TUBLEWEED TRAIL WALL BARCE	PROJECT #	DESIGNER J.S.B.	JSB ENGINEER (F-20338) 19285 HORSESHOE DR. NEVADA, TX. 75173 (214) 843-6223 JSBENGINEERTX@GMAIL.COM



STRUCTURAL SHEATHING
IS CONSIDERED ONE OF THE FOLLOWING:
• MIN 7/16" OSB
• RED THERMOPLY
• BLUE THERMOPLY

- ### GENERAL NOTES
- REFERENCE ARCHITECTURAL DRAWINGS FOR STUD SIZES AND DIMENSIONS.
 - ALL RAFTERS, LEDGERS, STUDS, HEADERS AND SHEATHING SHALL BE NAILED IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL BUILDING CODE TABLE R602.3(1), UNLESS OTHERWISE NOTED.
 - SHEAR WALL SEGMENTS SHALL BE CONTINUOUS FROM THE MUDDL AT THROUGH THE DOUBLE TOP PLATE.
 - BRACE WALLS LESS THAN 2'-8" WIDTH DO NOT REQUIRE BOLTS & WASHERS BETWEEN THE 2 INSTALLED HOLD DOWN STRAPS (HTTS/STHD10). PROVIDE 1-ANCHOR BOLT CL OR 2-3" PINS AND WASHERS (SET @ 1/2 POINTS BY A POWDER ACTUATED TOOL) FOR BRACED WALLS FROM 2' TO 2'-8" OVERALL LENGTH.
 - MUDDL AT ALL EXTERIOR WALLS SHALL BE ANCHORED TO THE FOUNDATION SLAB WITH 1/2" ANCHOR BOLTS EMBEDDED 7" INTO THE SLAB AND SPACED 5'-0" O.C. MAX. OR SIMPSON STRONG-TIE MASA MUDDL ANCHORS @ 9'-0" O.C.
 - WHERE RAFTERS MEET THE TOP PLATE OF EXTERIOR WALLS, INSTALL SIMPSON STRONG-TIE H2.6 ANCHORS AT EVERY OTHER RAFTER. ANCHORS WITH 445 LB. CAPACITY OR GREATER MAY BE USED AS AN ALTERNATE.
 - ALL INTERIOR WALLS TO BE 12" SHEETROCK NAILED PER TABLE R602.3(1) OF THE 2018 IRC.
 - LET-IN BRACING MAY BE SUBSTITUTED WITH 4x8 STRUCTURAL SHEATHING (RED T-PLY OR OSB) FROM TOP TO BOTTOM PLATE OR C516 X-BRACING.
 - ALL INTERIOR BRACED WALLS MUST BE ANCHORED TO THE FOUNDATION USING SIMPSON TITEN HD 12" ANCHOR BOLTS OR APPROVED EQUAL.
 - INSTALL TITEN HD ANCHOR BOLTS AT MAXIMUM SIX FEET ON CENTER, WITH MINIMUM 2-3/4" EMBEDMENT INTO FOUNDATION. MINIMUM TWO BOLTS PER BRACED WALL SECTION, WITH ONE BOLT LOCATED NOT MORE THAN 12" OR LESS THAN SEVEN BOLT DIAMETERS FROM EACH END OF BRACED WALL SECTION.
- NOTE: SIMPSON STHD10 OR HTTS CAN BE ROTATED 90°
- NOTE: ALL SIMPSON PRODUCTS MAY BE SUBSTITUTED WITH APPROVED EQUAL



JSB ENGINEER (F-20338)
19285 HORSESHOE DR.
NEVADA, TX 75793
(214) 843-6223
JSBENGINEERTY@GMAIL.COM

DESIGNER:
S.B.

PROJECT #:

**505 TUBLEWEED TRAIL
WALL BRACE**

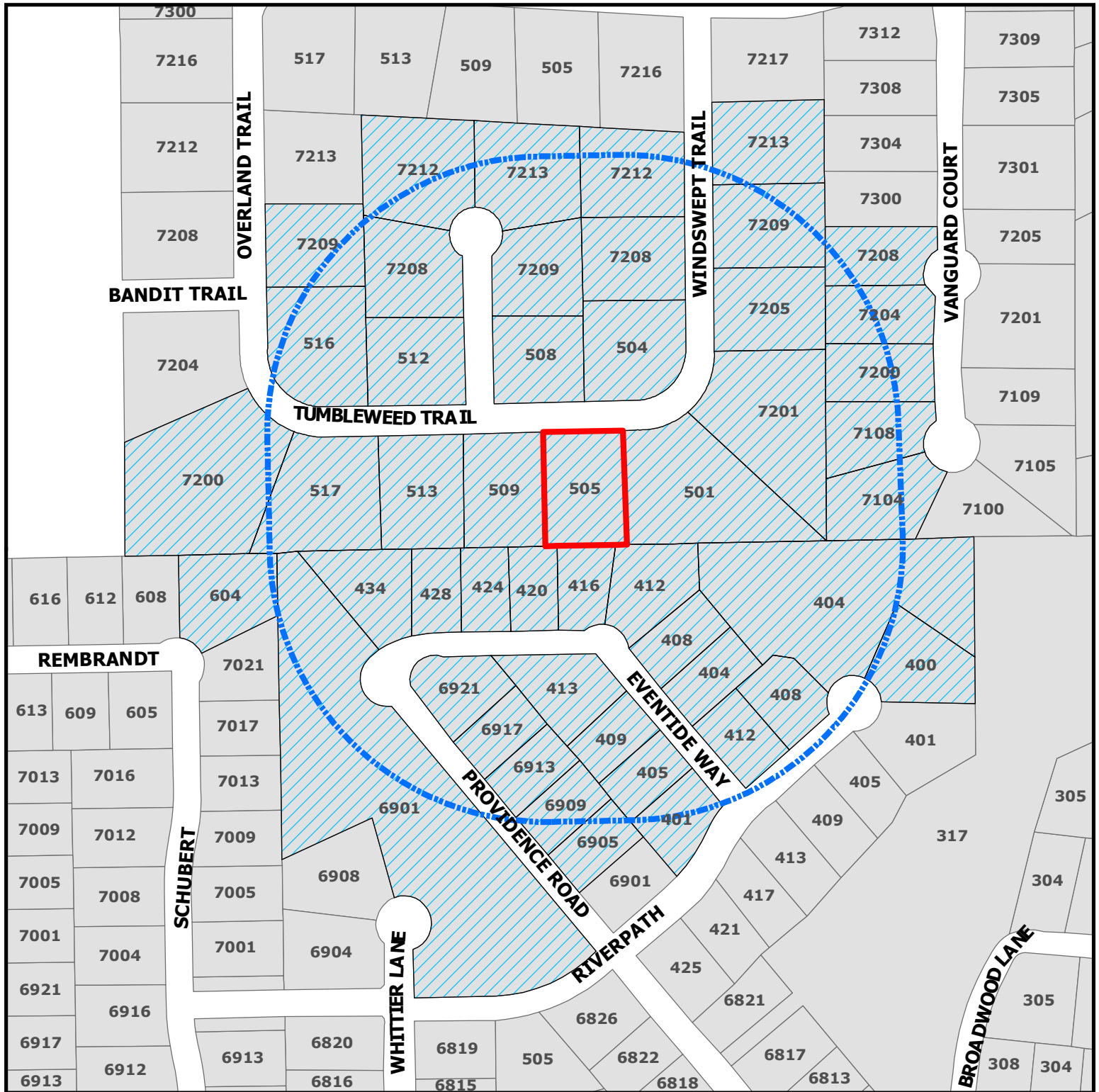
ELEVATION:
A

SHEET NUMBER:
SH2



11/12/21

Notification Map

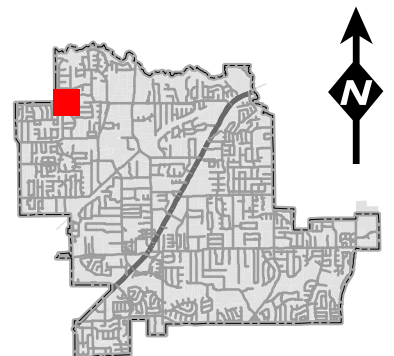


ZC21-035

505 Tumbleweed Trail

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

-  Subject Property
-  500ft Buffer
-  Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, January 10, 2022 at 7:00 p.m.
City Council Meetings: Tuesday, February 1, 2022 & Tuesday, February 15, 2022 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for an Accessory Building to exceed the permitted lot coverage. The purpose is to allow for an addition to an existing detached garage which exceeds the 4% maximum lot coverage allowed for accessory buildings.

Zoning Case: ZC21-035

Applicant: Bradley Nichols

Owner: Bradley Nichols

Location: 505 Tumbleweed Trail

Property Description: Lot 6, Block 1, Western Trails Colleyville

Present Zoning: R-20 Single Family Residential

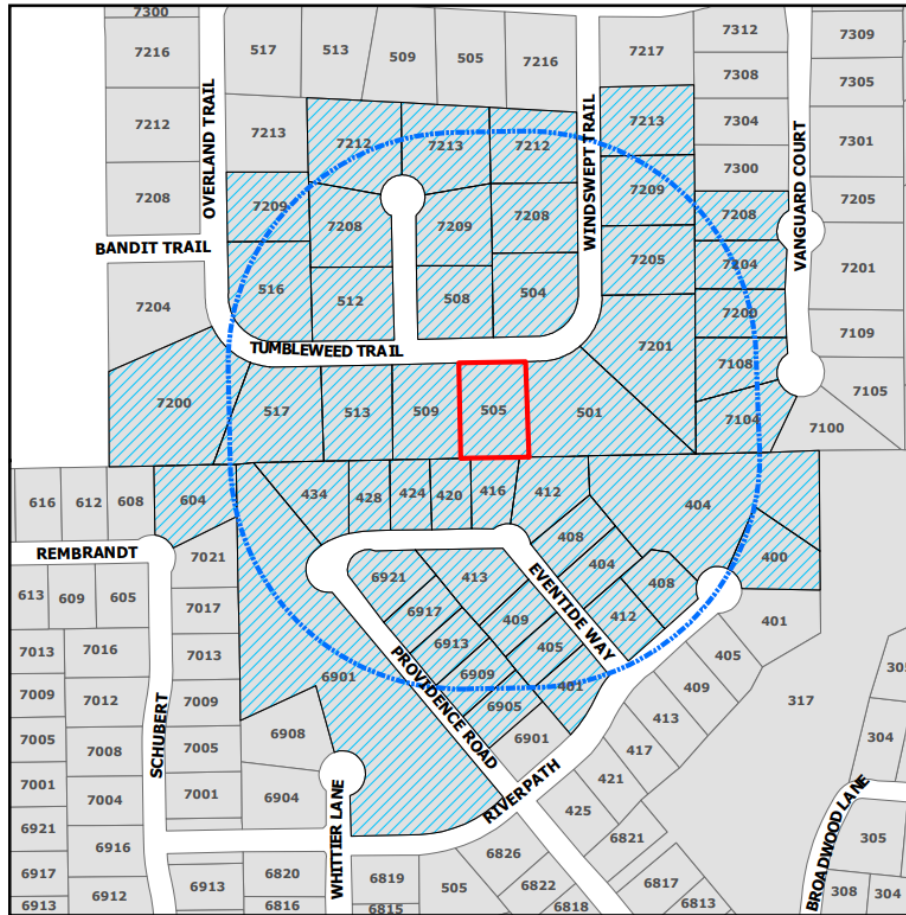
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a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

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

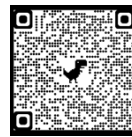
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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

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 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
GOODEN, JOHN L	7204 VANGUARD CT	COLLEYVILLE, TX
NGUYEN, DANNY	401 EVENTIDE WAY	COLLEYVILLE, TX
STEVENS, GREGORY	7104 VANGUARD CT	COLLEYVILLE, TX
RODRIGUEZ, ANTHONY	7213 WINDSWEPT TR	COLLEYVILLE, TX
TANNER, NEIL C	513 TUMBLEWEED TR	COLLEYVILLE, TX
KUO, TENGHSIANG	428 EVENTIDE WAY	COLLEYVILLE, TX
JACOBSON, STEVEN L	7108 VANGUARD CT	COLLEYVILLE, TX
MOORE LIVING TRUST, THE	6917 PROVIDENCE RD	COLLEYVILLE, TX
MYERS, FLOYD	400 RIVERPTH	COLLEYVILLE, TX
PARKER, RAYMON	508 TUMBLEWEED TRL	COLLEYVILLE, TX
HOWELL, HAROLD	404 EVENTIDE WAY	COLLEYVILLE, TX
RINGER, REBECCA	7208 WINDSWEPT TRL	COLLEYVILLE, TX
EAGLE EYE LIVING TRUST	408 EVENTIDE WAY	COLLEYVILLE, TX
MINNEHAN, BRETT	PO BOX 161774	FORT WORTH, TX
SCOTT, ANDREW	7212 TUMBLEWEED CT	COLLEYVILLE, TX
NICHOLS, JILL RENAE	505 TUMBLEWEED TRL	COLLEYVILLE, TX
FERRANDO, DREW C	413 EVENTIDE WAY	COLLEYVILLE, TX
TALBERT, MARK A	509 TUMBLEWEED TRL	COLLEYVILLE, TX
COCHRAN, DARREN	412 RIVERPATH	COLLEYVILLE, TX
STILWILL, CHARLES	7209 WINDSWEPT TRL	COLLEYVILLE, TX
VINTAGE 1986 LIVING TRUST	412 EVENTIDE WAY	COLLEYVILLE, TX
ALEXANDER, PHILIP DALE	512 TUMBLEWEED TR	COLLEYVILLE, TX
RILEY, CHERYL L	6921 PROVIDENCE RD	COLLEYVILLE, TX
MELENDEZ, HENRY	6208 LD LOCKETTE RD	COLLEYVILLE, TX
KONECNY, KERRY L	516 TUMBLEWEED TRL	COLLEYVILLE, TX
WESTBROOK, DARREL	424 EVENTIDE WAY	COLLEYVILLE, TX
CHEN, TAI WAI D	7205 WINDSWEPT TR	COLLEYVILLE, TX
HUTT, JULIE B	420 EVENTIDE WAY	COLLEYVILLE, TX
HIDALGO, REGENIA B	6905 PROVIDENCE RD	COLLEYVILLE, TX
NICE, CHRISTOPHER	416 EVENTIDE WAY	COLLEYVILLE, TX
HUDSON, SUSAN	7200 VANGUARD CT	COLLEYVILLE, TX
TA, TUONG TRAN	7208 VANGUARD CT	COLLEYVILLE, TX
KONECNY, KERRY	516 TUMBLEWEED TR	COLLEYVILLE, TX
DAVIS, MICHAEL	7212 WINDSWEPT TR	COLLEYVILLE, TX
CARROLL, ROGER T	409 EVENTIDE WAY	COLLEYVILLE, TX
GREWAL, BHUPINDER S	408 RIVERPATH	COLLEYVILLE, TX
TROUBLEFIELD, J A	405 EVENTIDE WAY	COLLEYVILLE, TX
BOWERS, TODD	504 TUMBLEWEED TR	COLLEYVILLE, TX
MARQUART REVOCABLE TRUST	501 TUMBLEWEED TR	COLLEYVILLE, TX
RAKOCZY, JOE	7208 TUMBLEWEED CT	COLLEYVILLE, TX
BRIGHT, WILLIAM R	7201 WINDSWEPT TR	COLLEYVILLE, TX
BROWN, CHRISTOPHER	7213 TUMBLEWEED CT	COLLEYVILLE, TX
WHITTIER HEIGHTS HOME OWNERS A	PO BOX 1823	COLLEYVILLE, TX
RODGERS, KERRY	7209 TUMBLEWEED CT	COLLEYVILLE, TX
WEBB, LESLIE KEITH	604 REMBRANT	COLLEYVILLE, TX
KOENIG, CHARLES	434 EVENTIDE WAY	COLLEYVILLE, TX
PREWITT, SABRINA M	97 VILLAGE LN STE 300	COLLEYVILLE, TX
WHITTIER HEIGHTS HOME OWNERS A	PO BOX 1823	COLLEYVILLE, TX
JUROSKA, WILLIAM K	517 TUMBLEWEED TRL	COLLEYVILLE, TX
OLD GROVE ADDITION	P.O. Box 1481	COLLEYVILLE, TX
CHANEL COURT	7300 CHANEL COURT	COLLEYVILLE, TX
VANGUARD ESTATES ADDITION	7205 VANGUARD COURT	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX

Community Development Department
City of Colleyville
100 Main Street
Colleyville, Texas 76034

January 3, 2022

Zoning Case ZC21-035

Attention Planning and Zoning Commission –

We are C.T. and Nancy Nice of 416 Eventide Way, Colleyville Texas 76034 and we live directly behind 505 Tumbleweed Trail and have been materially affected by the unpermitted construction that has been taking place behind us and now have an enormous eye-sore up against our fence overlooking our bedroom. We purchased our home in July of 2018 and did not see any possibility that the outbuildings on the lot behind us could get bigger and become intrusive.

The residents of 505 Tumbleweed Trail started building a two-story addition to what we assumed was their garage near our property on May 27, 2020. The size and scope of the project appeared large enough that it must have needed some type of City approval and when we called to inquire about it my wife spoke to Mr. Richard Clark on June 2, 2020. We were told that he was unaware of the project and that he would investigate. Mr. Clark then reached out and told us construction would stop until the proper plans were submitted for approval and permits issued. Unfortunately, the construction continued for several more days and they completed the framing of the second story that backs up to our fence. Eventually they stopped and covered up the framing because of Mr. Clark's involvement. Mr. Bradley Nichols told my wife, after Mr. Clark was involved, that he meant to come and see us about the construction, but it was too hard to get into Whittier Heights which is not a gated community and easily accessible from McDonwell-School Road. The structure has sat partially finished since then. Obviously, all of this would have been avoided had the proper procedures been followed.

To make matters worse we find out, after not getting the project properly permitted, that they want an exemption to allow for a larger accessory building than the deed restrictions permit. How can the residents be rewarded with an exemption when they failed to follow proper procedure and then after being told to stop and file a permit, they continued construction? If they had filed for a permit originally this matter would have been addressed in the proper order but since they only began to file after we notified the City of Colleyville, we absolutely protest them being permitted an exemption to build a structure larger than 4% of the lot coverage for accessory buildings and be allowed to have a 2-story accessory building that close to our fence. It should also be known that in the summer of 2020 these same residents put an upstairs addition on the main house which we doubt was permitted.

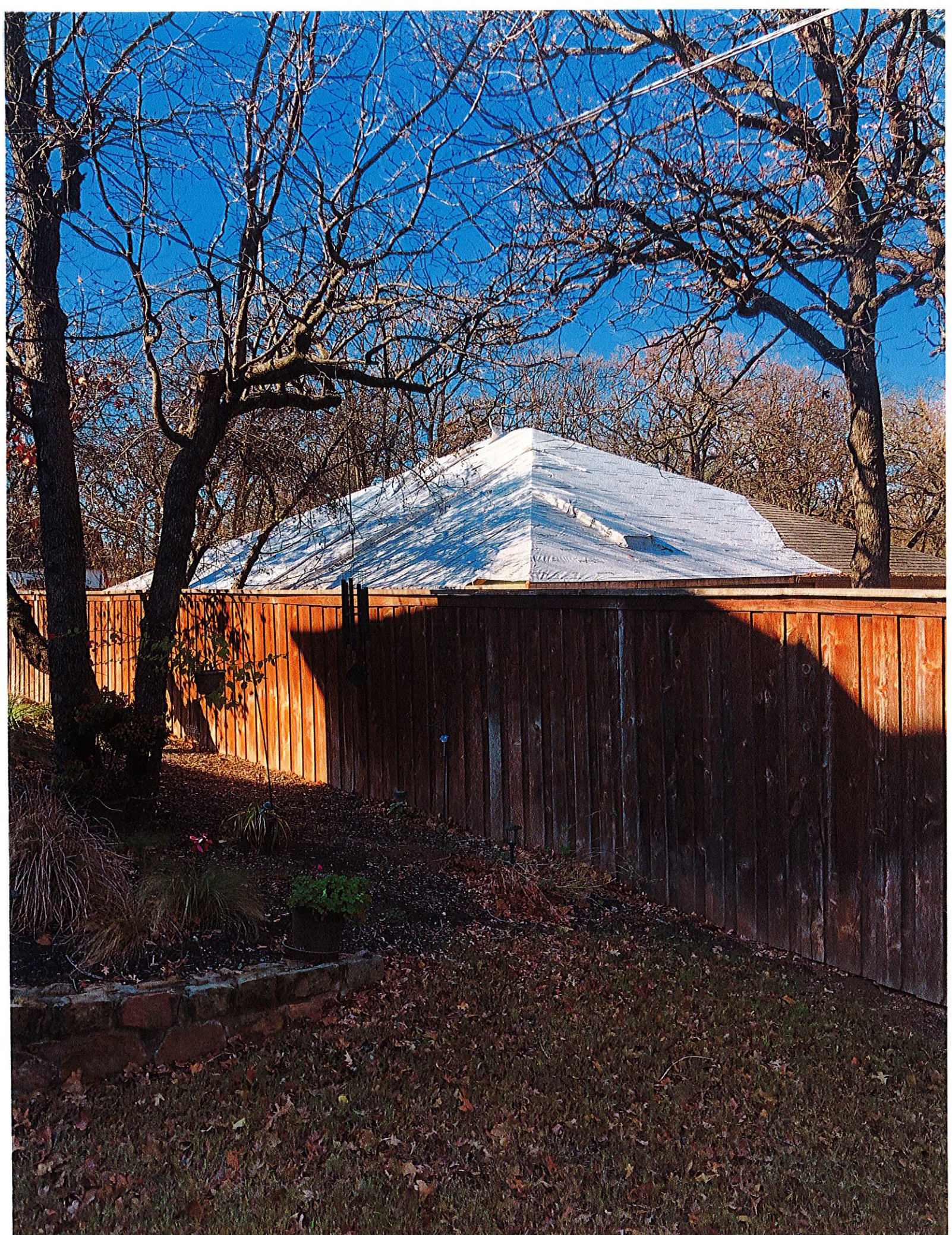
We can provide pictures and copies of texts between my wife and Mr. Clark should you need more information. This accessory building negatively affects our property value and since it appears to violate covenants then it should not be permitted especially since they failed to follow proper procedures. Since they tried to circumvent the system that protects all property owners in Colleyville this harm to us and

our neighbor's property should not be allowed and should be reduced to comply with the maximum lot coverage for accessory buildings.

Please contact us with further questions and we will attend the January 10, 2022, Planning and Zoning Commission Meeting if necessary and appropriate.

Sincerely –

C.T. and Nancy Nice
416 Eventide Way
Colleyville, TX 76034
C - 832.754.9809



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

Peter and Julie Hut
420 Eventide Way
Colleyville, TX 76034

RE: Zoning Case ZC21-035

December 23, 2021

Dear Planning and Zoning Commission

Thank you for the opportunity to participate in the referenced request for a Special Use Permit for the zoning case ZC21-035.

We are adamantly opposed to the granting of the request.

The property owners chose to construct a large structure directly abutting the property line fence without seeking any input from neighbors or seeking the proper permits from the city. The structure is large and clearly visible from our property per the pictures inserted below. We do not feel this structure should have been constructed and we do not support a Special Use Permit being granted to the property owners as a reward for not following required procedures.

We are also opposed to the Special Use Permit because the structure in question will likely be used for rental and increase the amount of noise from the property in question. This will adversely affect our property values and our ability to market our property in the future.

Furthermore, should any utility easement access be required for the Bandit Trail area, the utilities would likely pursue accessing our property line due to the presence of the large structure in the easement on the property of the owner seeking the Special Use Permit. We have already provided easement

access for a gas line to residents of Bandit Trail and do not feel further access from our property should be granted to facilitate their needs.

For these cumulative reasons, we are adamantly opposed to the City of Colleyville Planning and Zoning Commission granting a Special Use Permit for Zoning Case ZC21-035. Please note, we are within 200 feet of the subject property.

Thank you



Peter R. Hutt

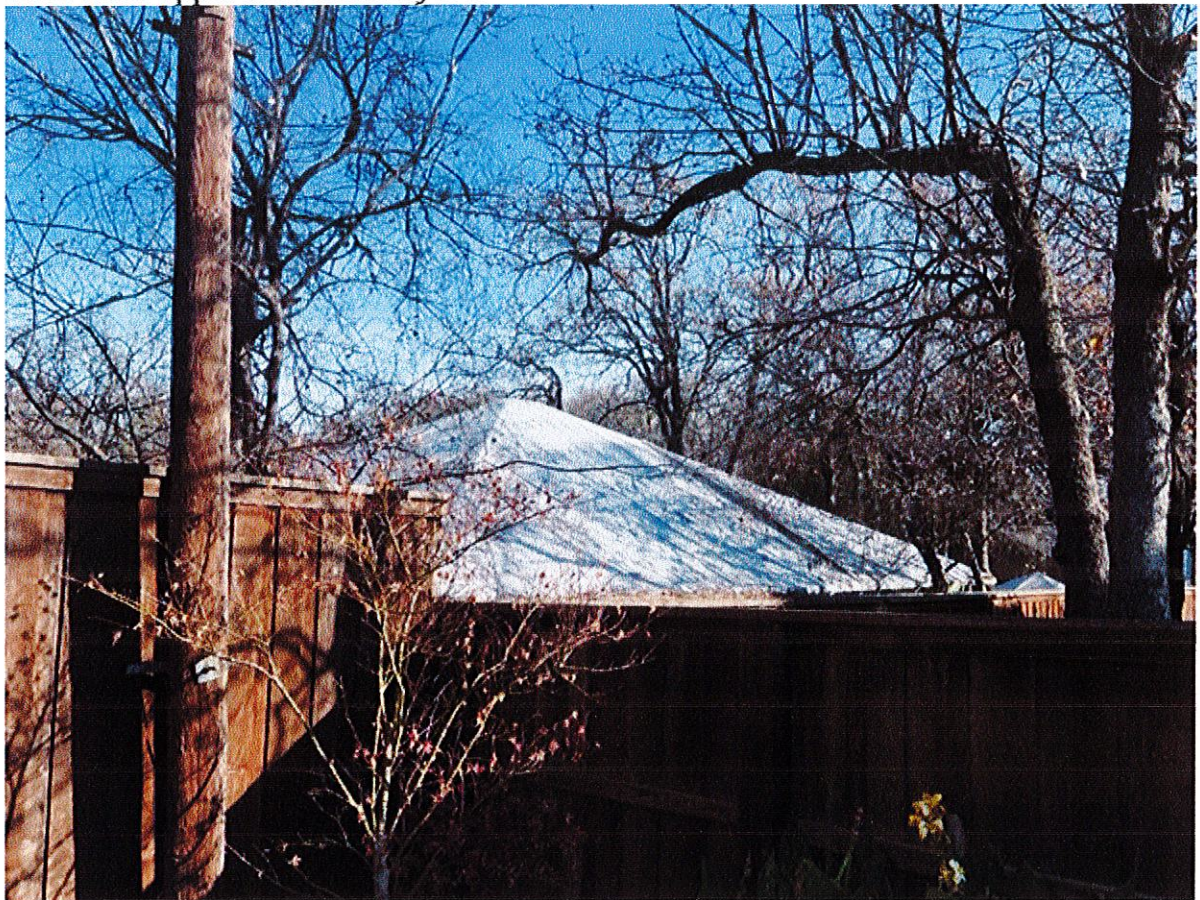


Julie B. Hutt

View from Master Bedroom:



View from upper area of back yard:



Dakari Hill

From: Kelly D. Minor
Sent: Monday, January 10, 2022 8:05 AM
To: Ben Bryner; Jackie Reyff; Dakari Hill
Subject: FW: 505 Tumbleweed

See below...

Kelly Minor

Permit Technician
City of Colleyville
100 Main Street
Colleyville, Texas 76034
www.colleyville.com
817.503.1031 Phone

Integrity ~ Communication ~ Excellence ~ Transparency

PLEASE SEND ALL REGISTRATON AND PERMIT INQUIRIES TO BUILDINGINSPECTIONS@COLLEYVILLE.COM



We value your opinion. Please take a moment to take our survey, [click here](#).

From: Jan Hughes <[REDACTED]>
Sent: Saturday, January 8, 2022 4:24 PM
To: Kelly D. Minor <kminor@colleyville.com>
Cc: Jamie Warren <jwarren@colleyville.com>; Richard Clark <RClark@colleyville.com>; Eddie Wilson <EWilson@colleyville.com>; Bobby Lindamood <BLindamood@colleyville.com>; Jerry Ducay <JDucay@colleyville.com>
Subject: Re: 505 Tumbleweed

I know there is a P&Z hearing on Monday about this property, 505 Tumbleweed. I plan to attend but I'm didn't realize we needed to send a letter as well. Is there someone I can email about this instead of an actual letter? Or can one of you please forward this to the proper channel?

Obviously, we are not in support of it. This is a eyesore from our side of the fence. We are concerned about potential uses too. Mr. Nichols is claiming it's an office but with the scope of the size, we're concerned that it's going to be used as an air b&b or something similar. I don't trust his word. He's done everything he can to circumvent the system. And try to avoid paying additional property taxes on his additions. We are also concerned about potential drainage issues as well.

In 2020, he added a 2nd story to this home without any permits. Now, in 2021, he's trying to add on to an existing garage that puts them over maximum lot coverage. After looking at the plans I was able to access, that building looks to be 42 feet across and 10 feet from the fence line. That, in addition to his pavilion, takes up 60ish feet of the fence line. I've attached some pictures from my personal yard. The 1st 2 are taken yesterday. The last one is from the realtor listing from 2019 prior to the 2nd story addition and the garage expansion.







Thank you.

Scott and Janet Hughes
412 Eventide Way

Sent from my iPhone

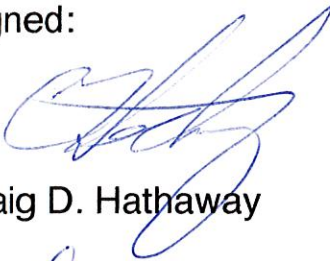
January 9, 2022
Planning and Zoning Commission
City of Colleyville

We, the undersigned property owners of 408 Eventide Way Colleyville, do hereby protest the Special Use Permit for an Accessory Building to exceed the permitted lot coverage.

We believe we are within the 200 foot notification area and this is our written protest since we are unable to attend the Planning and Zoning Commission meeting in person.

This pertains to:
Zoning Case; ZC21-035
Applicant/Owner: Bradley Nichols
Location 505 Tumbleweed Trail
Lot 6, block 1, Western Trails Colleyville
R-20 Single Family Residential

Signed:



1/9/22

Craig D. Hathaway



1-9-22

Dawn F. Hathaway



January 27, 2022

Community Development Center
City of Colleyville
100 Main Street
Colleyville, TX 76034

Re: Opposition to Approval of Special Use Permit ("SUP") for 505 Tumbleweed Trail

Whittier Heights is a residential development bordering Tumbleweed Trail. The Whittier Heights Home Owners Association, Inc. ("Association") opposes retroactive approval of the above referenced SUP for the expansion of an existing detached garage ("Accessory Building"). Any approval would be retroactive as the expansion was completed prior to filing for a SUP. Specific reasons for the Association's opposition include the following:

1. Section 3.27 of the Colleyville Land Development Code restricts lot coverage by all Accessory Buildings to 4%. The expansion of the Accessory Building by 720 sq. ft. results in lot coverage of 6.3%, which exceeds the maximum allowed by ~57% and is a significant violation of Section 3.27.
2. The revised design, size and closer proximity to the fence line of the expanded Accessory Building is considered an eyesore by Whittier Heights homeowners residing behind 505 Tumbleweed Trail. If allowed, the expanded Accessory Building would have a significant negative impact on the homeowners' enjoyment of their backyards and their future property values.
3. Retroactive approval of the SUP by Colleyville would set a very bad precedent and signal to other Colleyville property owners with projects that violate the Land Development Code that it is okay to take the "ask forgiveness instead of permission" approach.

The Association estimates that 13 properties are within 200 feet of 505 Tumbleweed Trail. Owners of four of those properties on Eventide Way (addresses 408, 412, 416 and 420) submitted letters of opposition for the January 10, 2022 Planning and Zoning Commission meeting. Since approximately 30% of homeowners within 200 feet have expressed their disapproval, the Association believes that approval of the SUP requires a super majority vote by the City Council.

The Association respectfully requests that the Colleyville Land Development Code be enforced and that the City Council uphold the Planning and Zoning Commission's denial of the SUP.

Sincerely,

Larry Wuerz, President
Whittier Heights Home Owners Association, Inc.
c/o Property Management Group
10340 Alta Vista Road #C
Fort Worth, TX 76244

ORDINANCE O-22-2191

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.724 ACRES, BEING LOT 6, BLOCK 1, OF WESTERN TRAILS COLLEYVILLE, LOCATED AT 505 TUMBLEWEED TRAIL, BY AUTHORIZING A SPECIAL USE PERMIT FOR AN ACCESSORY BUILDING TO EXCEED THE PERMITTED LOT COVERAGE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for an accessory building to exceed the permitted lot coverage, Case No. ZC20-035; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit for an accessory building to

exceed the permitted lot coverage on 0.724 acres, being Lot 6, Block 1, of Western Trails Colleyville, located at 505 Tumbleweed Trail, as depicted on the attached as Exhibit "A".

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

Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

a. The Special Use Permit shall apply to the existing 1,261 s.f. 4.22% lot coverage for the accessory building (4.22% lot coverage) and the addition of 720 s.f. for a total lot coverage of 6.5%.

b. The accessory building shall be generally consistent with the site plan and building plans as depicted on the attached Exhibit "B".

c. The accessory building shall be generally consistent with the building elevations and floor plan as depicted on the attached Exhibit "C".

d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 6. THAT 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. 7. 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. 8. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of February 2022.

The second reading and public hearing being conducted on the 15th day of February 2022.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS ON THIS THE 15TH DAY OF FEBRUARY 2022.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

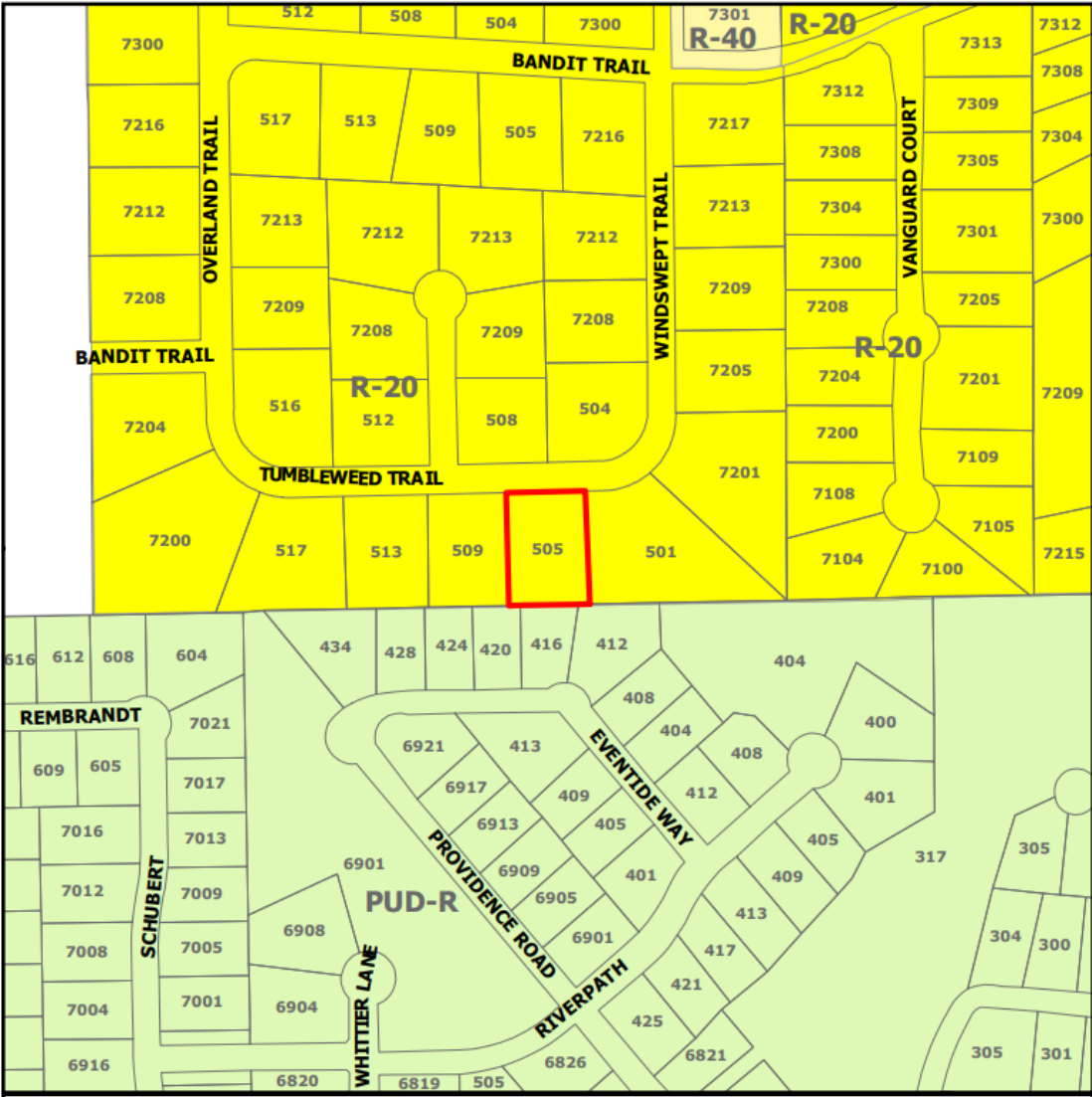
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map



WHITTER HEIGHTS, PHASE I
CAB. A, SL. 8667

5/8" IRF FOR WITNESS
N 29°08'05" W 2.07'

S 89°16'00" W 150.00'

3.6' ON

0.6' ON 0.1' ON 0.6' ON 0.1' ON 4.7' ON 10' UTILITY ESMT. 5' BL 10.9' ON 10.7' ON 10.0' ON 8.9' ON 0.5' ON 0.3' ON

POND

32.1' ONE STORY BRICK & STONE 13.4' GARAGE 13.2' 6.1' 15.6'

0.6' STONE RET. WALL

9.8'

WELL HEAT

5' BL

N 00°44'00" W 210.00'

LOT 5

34.4'

21.6' 11.5' 5.8' 2.2' 2.5'

LOT 6 ONE STORY BRICK & STONE

40.4' 23.6' 10.7' 7.2' 21.2' 7.2' 21.1' 52.1'

STONE (TYPICAL)

67.1'

35' BL

1.6' ON 1.2' BRICK WALL 0.2' ON

PROANE TANK

53.5'

0.0'

CM

TELE

N 89°16'00" E 150.00' (BASIS OF BEARINGS)

TUMBLEWEED TRAIL

50' R.O.W.

300.00' TO NW CORNER OF LOT 4

CM

WATER METER

100' TO TUMBLEWEED COURT

Exhibit "C" – Elevation





RESOLUTION R-22-4696

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
FEBRUARY 1, 2022**

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 1ST DAY OF
FEBRUARY 2022.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor