



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JANUARY 16, 2024

**RIBBON CUTTING AND OPEN HOUSE
COLLEYVILLE SENIOR CENTER
2512 Glade Road – 4:30 – 6:00 p.m.**

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

CALL TO ORDER

- WS-1** Review and discuss the market study for the Northern Gateway property
WS-2 Discussion of the January 16, 2024, City Council regular agenda items

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

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

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

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

**REGULAR MEETING
7:00 P.M.
CITY COUNCIL CHAMBERS**

**INVOCATION: Pastor Lanre Sobo, Glory House
PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt**

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4906

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation in recognition of Colleyville Library Director Mary Rodne – Mayor Bobby Lindamood

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4907

- 4a** Approval of the minutes of the regular City Council meeting of December 19, 2023
- 4b** Approval of a contract with McDonald Municipal & Industrial, in an amount not to exceed \$216,469, and a contingency amount not to exceed \$30,000, and authorizing the City Manager to execute the contract
- 4c** Approval of an amendment to the Professional Services Agreement with Freese and Nichols, Inc., amending the design parameters for the Roberts Road Project Phase 2 in an amount not to exceed \$99,730, and authorizing the City Manager to execute the amendment
- 4d** Approval of an amendment to the Professional Services Agreement with Freese and Nichols, Inc., amending the design parameters for the Roberts Road Project in an amount not to exceed \$8,400, and authorizing the City Manager to execute the amendment
- 4e** Approval to purchase a replacement Vactor 2100i Sewer Cleaner truck from Kinlock Equipment & Supply, Inc., through the HGAC Purchasing Program in an amount not to exceed \$514,214, and authorizing the City Manager to execute the contract
- 4f** Approval of the Second Amended Regional Municipal Court Judge Agreement

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - December 2023

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-24-4908

Approval of a resolution calling a General Election for the purpose of electing City Councilmembers to Place 5 and Place 6, and adding a Referendum Question to the ballot to determine whether voters desire to place a proposition on a future election ballot asking the City's

voters to authorize issuance of ad valorem tax bonds for expansion of the Colleyville Recreation Center, and authorizing a joint election agreement and contract for election services for the General Election and the Referendum Question with Tarrant County Elections Administration

7. TABLED RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-23-4883

Consideration of a variance to lot size, lot coverage, and side yard setbacks for lot 27, Community Home Addition, located at 1611 Cherry Lane, Case VC23-004 - **WITHDRAWN BY APPLICANT**

8. CITIZEN COMMENTS

9. REPORTS

Planning and Zoning Commission Minutes - December 11, 2023

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JANUARY 16, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4909

11. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, January 12, 2024* 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 requiring 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 BRIEFING

Agenda Number WS-1

Agenda Date 1/16/2024

Type Worksession

Department City Manager

Title

Review and discuss the market study for the Northern Gateway property

Explanation

This item will provide for staff to review the Northern Gateway Market Study conducted by Harvest MXD.

Attachments

1. Colleyville Market Study

SWC John McCain & Hwy 26 Colleyville, Texas

STRATEGIC PLANNING & PROJECT UNDERWRITING

NOVEMBER 2023

PREPARED FOR:

CITY OF COLLEYVILLE

Chris Harden
President & CEO
Mobile: +1 972 746 0725
chris@harvestmxd.com

Daniel Mitlyng
Vice President
Mobile: +1 214 499 3762
daniel@harvestmxd.com



HARVESTMXD

Executive Summary

SWC John McCain & Hwy 26
Colleyville, Texas

Harvest MXD has been retained by the City of Colleyville ("Colleyville") to perform a detailed market study for a city owned tract of land located at the southwest corner of John McCain Road and Colleyville Boulevard / Highway 26 (the "Property"), a ±37 acre, suburban in-fill property located in one of the highest income submarkets in the DFW Metroplex, one of the nations fastest growing MSA's. The property is located at the northern gateway to the City of Colleyville, with excellent visibility and access to over 34,000 vehicles per day along Hwy 26.

This market study analyzes the current market conditions and contemplates a proposed development plan to maximize the benefits Colleyville would receive and quantifies the development potential of the Property.

It is our opinion that the Property is marketable for commercial development over the next 12 months for a variety of commercial uses. Our opinion is that the highest and best use of the property, other than residential development, is predominately destination restaurant with outdoor recreational amenities that appeal to the surrounding high-income neighborhoods.



Valuation

Rationale:

It is our opinion that the property is suitable for a variety of commercial uses, however city incentives will most likely be required to attract a resort hotel and/or anchor destination entertainment/restaurant user. Once these “loss leader” users are committed, the rest of the development should fill in rather quickly due to the attractiveness of the surrounding demographics, visibility and traffic counts along Highway 26.

Land Area	AC	Land SF	Potential Product Mix
Flood Zone	14.32	623,779	Open Green Space
Hwy 26 Frontage	10.30	448,668	55k SF Restaurants, Entertainment, Service Retail
West of Flood Zone	12.80	557,568	70K SF Medical Office or Resort Hotel
	37.42	1,630,015	

Estimated Value Range

37.42 Acres

	Purchase Price	Price PSF Land	Price Per Acre Land
Stretch Buyer	\$15,485,144	\$9.50	\$413,820
	\$13,855,129	\$8.50	\$370,260
	\$12,225,114	\$7.50	\$326,700
Majority of Market	\$10,595,099	\$6.50	\$283,140
	\$8,965,084	\$5.50	\$239,580

TARGET MARKET

General Notes:

* Valuation is based upon the net developable area excluding 14.32 acres of Flood Zone.

* Valuation does not take into consideration extraordinary site development costs such as tree removal and extensive retaining walls.

Use	NRSF	Cost PSF	Est. AV	Est. City AV Revenue	Est. Sales PSF	Est. Annual City Sales Tax Revenue
Restaurants, Entertainment, Service Retail	55,000	\$350	\$19,250,000	\$50,241	\$400	\$440,000
Medical Office	70,000	\$400	\$28,000,000	\$73,077		
Total	125,000	\$378	\$47,250,000	\$123,318		\$440,000

General Notes:

*Sales Tax Revenue based on 2.00% to the City of Colleyville

* AV Tax Revenue based on City of Colleyville millage rate of 0.260991 per \$100 of AV



Key Goals & Objectives:

- Create a place for the citizens of Colleyville to enjoy an engaging environment with a mixture of commercial uses.
- Help establish the gateway for the City of Colleyville with a well curated commercial development with high quality architecture and landscaping.
- A development that incorporates and takes advantage of the natural amenities of the Property.
- Diversify the tax base for the City of Colleyville and its citizens.

Submission Evaluation Criteria:

Financial Factors

- Financial strength and experience of the master developer.
- Proposed quality of tenancy and overall project.

Place-Making, Quality of Life Factors

- Gateways and walkability through pedestrian and bicycle connections to the broader city.
- High quality architecture of buildings and outdoor space.
- Imaginative development theming with mix of uses.

Project Development Parameters:

- Should be entirely commercial uses including hospitality, entertainment, restaurant, retail, office, medical office, and senior living (all categories).
- Should be programmed to be activated year-round and an engaging place, focal point, for the overall development.
- Incorporate the highest quality building and landscaping materials, and signage consistent with other first-class developments in Colleyville.
- The City is open to creative parking solutions that maximize open space and overall quality of the development.



SELLING THEMES

“Highly Affluent Submarket” – Demographics surrounding the property are some of the strongest in the Dallas-Fort Worth metroplex at a median income of over \$206,000 within the 1-mile radius and over \$166,000 within the 3-mile radius.

“High Barrier To Entry Infill Location” – The Property is located in Colleyville TX, a largely built-out community boasting a strong demographic profile. With over 200 companies having announced relocations to DFW since 2010, and many others recently announcing relocations, in-fill locations will continue to be highly desired.

“Outstanding Accessibility and Connectivity” – The Property is located with immediate access to Colleyville Blvd providing access to some of north Texas’ most traveled regional thoroughfares, Highway 114 to the north, Highway 121 to the east, and Highway 183 to the south. Connectivity is further improved by DFW International Airport, providing international connectivity within a 15-minute drive from the property.

“Proximate to Major Employment” - The Property is nearly equidistant from the major employment nodes of Downtown Dallas and Downtown Fort Worth. Other employment nodes include DFW International airport which supports over 228,000 employees.

TIMELINE

STRATEGIC PLANNING AND UNDERWRITING

±30 DAYS

Harvest MXD will develop a Needs Assessment / Decision Matrix that will guide the RFP and subsequent selection process, preparation of due diligence materials, expected financing structure(s), and marketing strategy.

CREATE & APPROVE MARKETING MATERIALS

±30 DAYS

Harvest MXD will develop a detailed Request for Proposal (RFP) document to solicit the initial and formal proposals and finalize the RFP based on feedback from City.

SOLICITATION OF INITIAL PROPOSALS

±30-45 DAYS

Harvest MXD will send an introductory offering memorandum to qualified developers/investors. Harvest MXD will directly contact each prospective developer and/or investor and promote the offering.

INITIAL PROPOSAL ANALYSIS & PHASE 2 SOLICITATION OF FORMAL PROPOSALS

±30-45 DAYS

Harvest MXD will review and analyze all initial proposals submitted, make a comprehensive presentation summarizing all bids received, and make recommendations for formal proposal invitees.

FORMAL PROPOSAL EVALUATION & MASTER DEVELOPER / BUYER SELECTION

±15-30DAYS

Harvest MXD will create a comprehensive presentation for City, analyzing and evaluating all formal proposals received, coordinate developer/buyer interviews and upon request, will make a recommendation for the selection of the preferred developer/buyer.

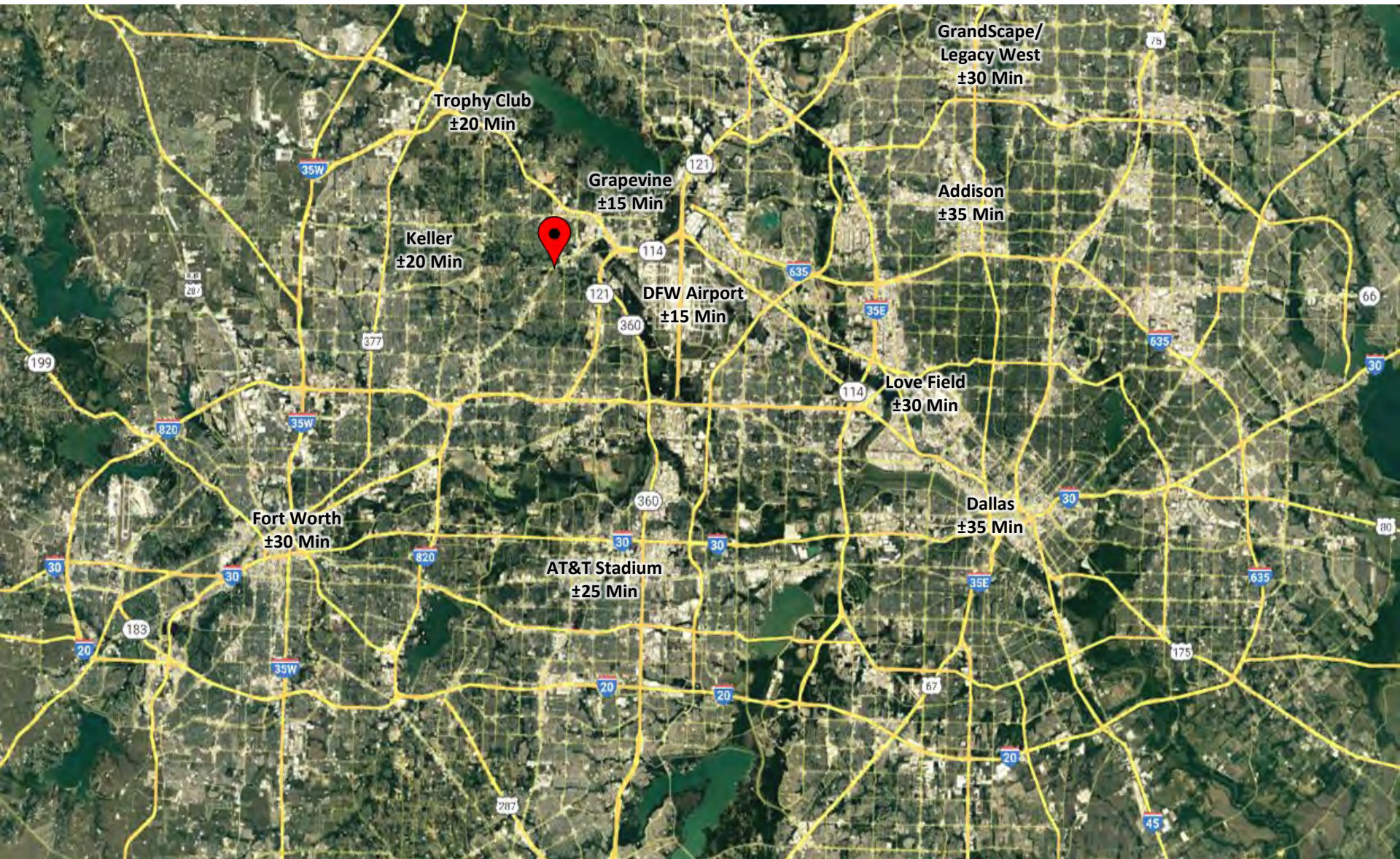
CONTRACT NEGOTIATION & EXECUTION

±30 DAYS

Harvest MXD and City will determine the appropriate transaction structure and Harvest MXD will negotiate on City’s behalf a Memorandum of Understanding. Harvest MXD will assist City to finalize and execute definitive agreements.

Location Map

SWC John McCain & Hwy 26
Colleyville, Texas



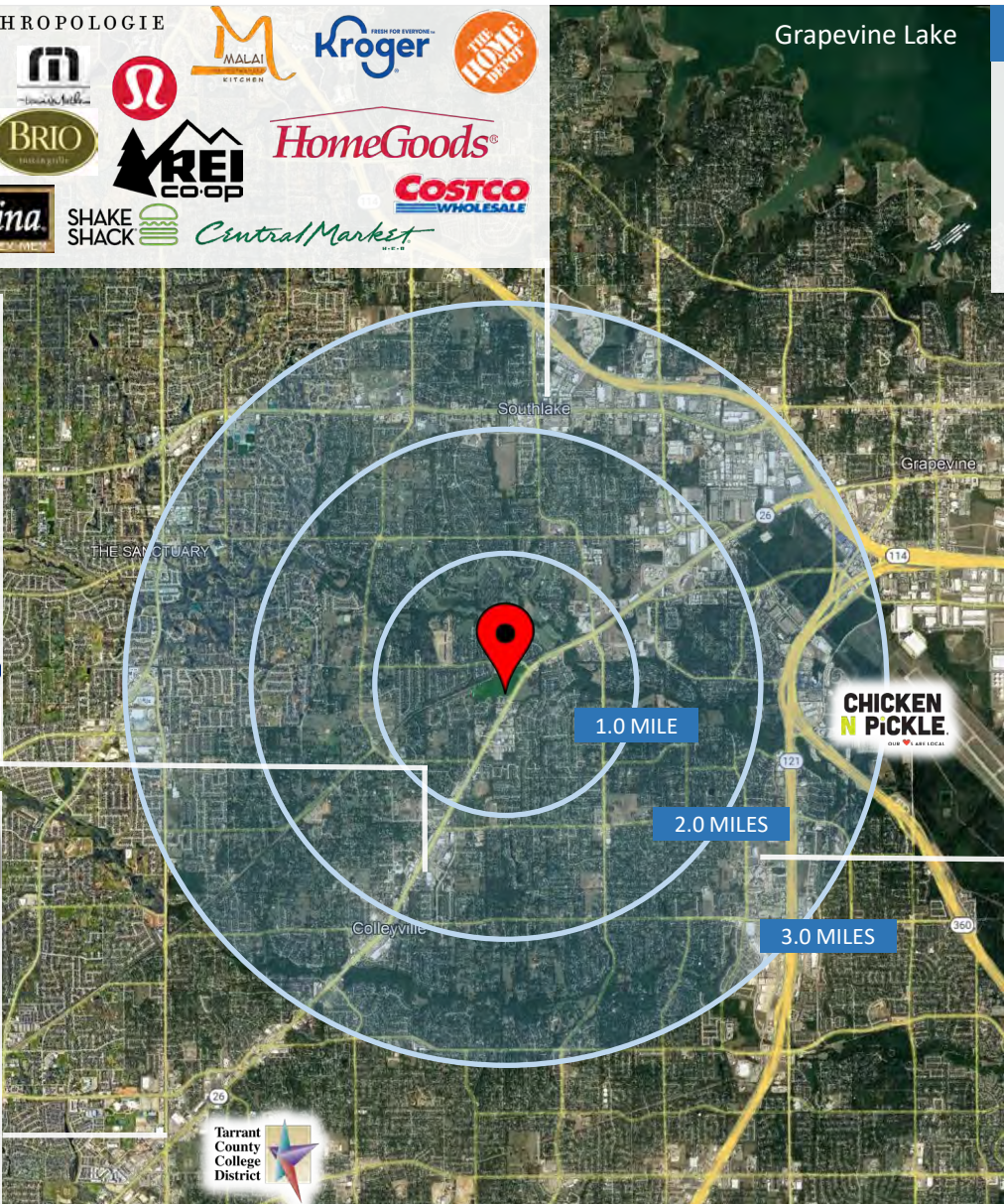
Retailer Voids

SWC John McCain & Hwy 26
Colleyville, Texas

Desserts	Pets	Pizza	Burgers	Mexican
    	  	    	    	    
Brew Pubs – “Eatertainment”	Steak / BBQ	Breakfast	Other	
                  	       	     	        	

Retail Hubs

SWC John McCain & Hwy 26
Colleyville, Texas



Retail Properties >1.5K NRSF within 3miles

403 Buildings with ± 7.5 million NRSF
Average year built: 2001
Occupancy Rate: $\pm 96.8\%$
12-Month Absorption: 128,300 NRSF
Market Rent: \$27.89 PSF
Rent Growth: 2.6%





SOUTHLAKE TOWN SQUARE



Ranked in the 95th Percentile Statewide
TTM Visits: ±7.3 million from 1.7 million individuals
Average Time Spent at Center: 1 hour 40 minutes
Visitor Median Household Income: \$97,700
3-Year Growth Rate: 32.4%
Last Year Growth Rate: 0.7%
Cheesecake Factory ranks #1 statewide



Historic Downtown Grapevine



TTM Visits: 1.9 million from 949,000 individuals
Average Time Spent at Center: 1 hour 28 minutes
Visitor Median Household Income: \$88,600
3-Year Growth Rate: 39.4%
Last Year Growth Rate: 2.1%

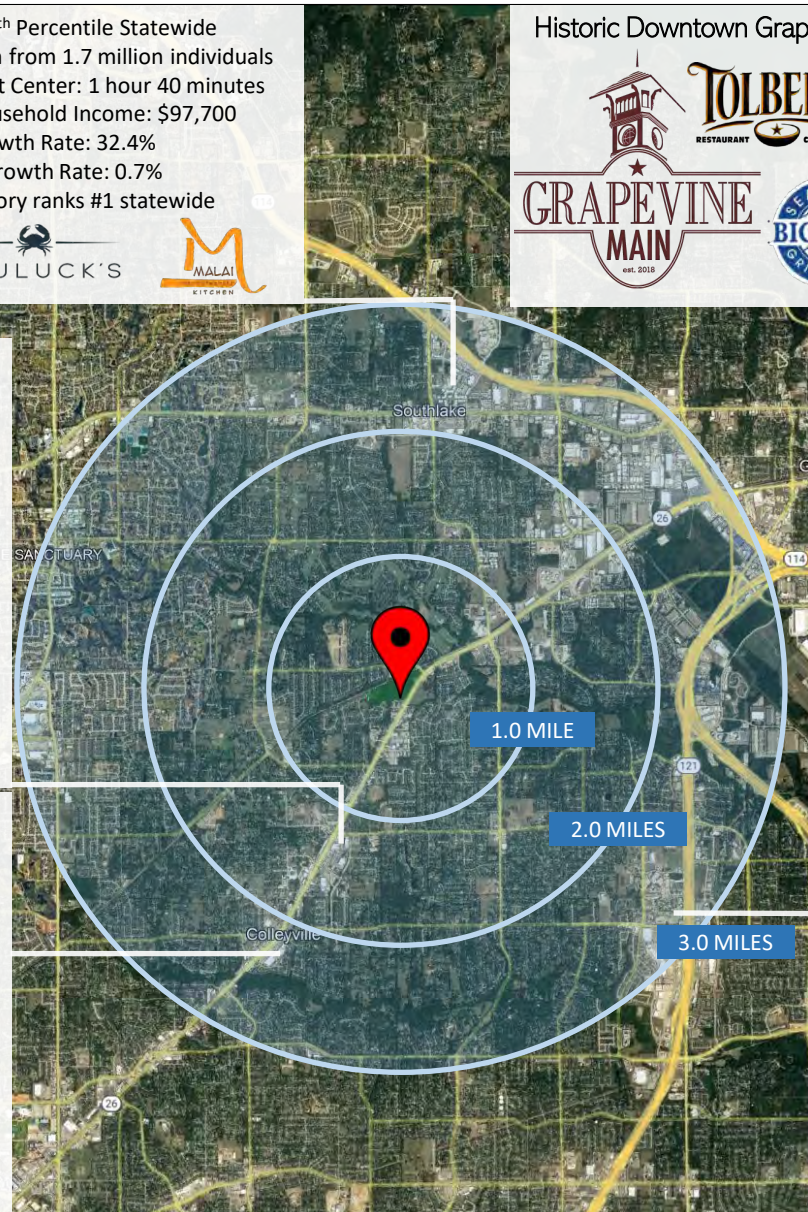


Ranked in the 89th Percentile Statewide
TTM Visits: ±2 million from 344,400 individuals
Average Time Spent at Center: 60 minutes
Visitor Median Household Income: \$96,400
3-Year Growth Rate: 6.0%
Last Year Growth Rate: -1.2%
Market Street ranks in the 44th percentile statewide

Colleyville Downs



Ranked in the 67th Percentile Statewide
TTM Visits: 1.2 million from 229,100 individuals
Average Time Spent at Center: 57 minutes
Visitor Median Household Income: \$92,900
3-Year Growth Rate: 24.1%
Last Year Growth Rate: -3.9%
Whole Foods ranks in the 3rd percentile statewide



DFW International Airport

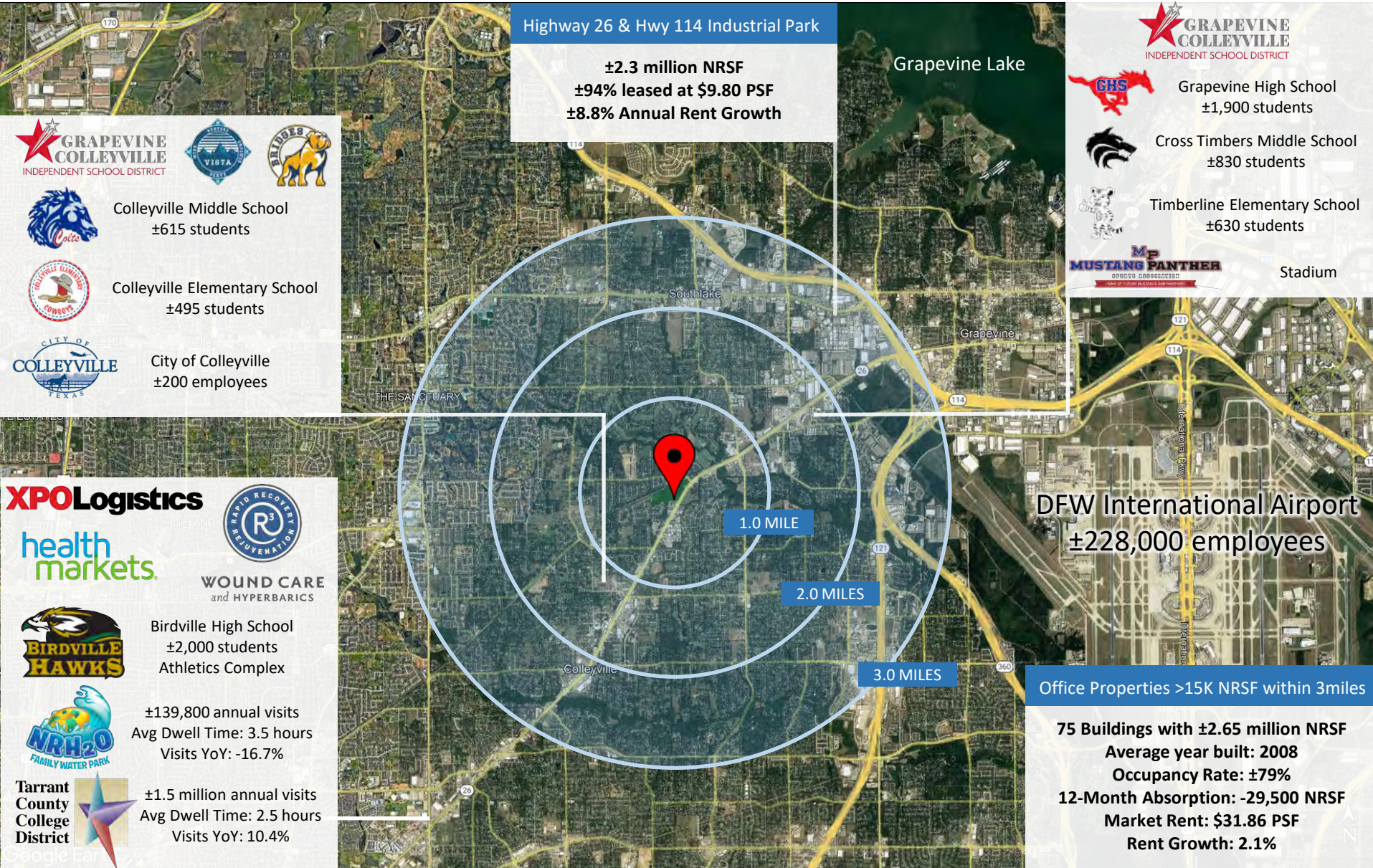
Glade Point Shopping Center



Ranked in the 25th Percentile Statewide
TTM Visits: 656,400 from 159,400 individuals
Average Time Spent at Center: 38 minutes
Visitor Median Household Income: \$79,300
3-Year Growth Rate: -6.3%
Last Year Growth Rate: -2.2%
Albertson's ranks in the 37th percentile statewide

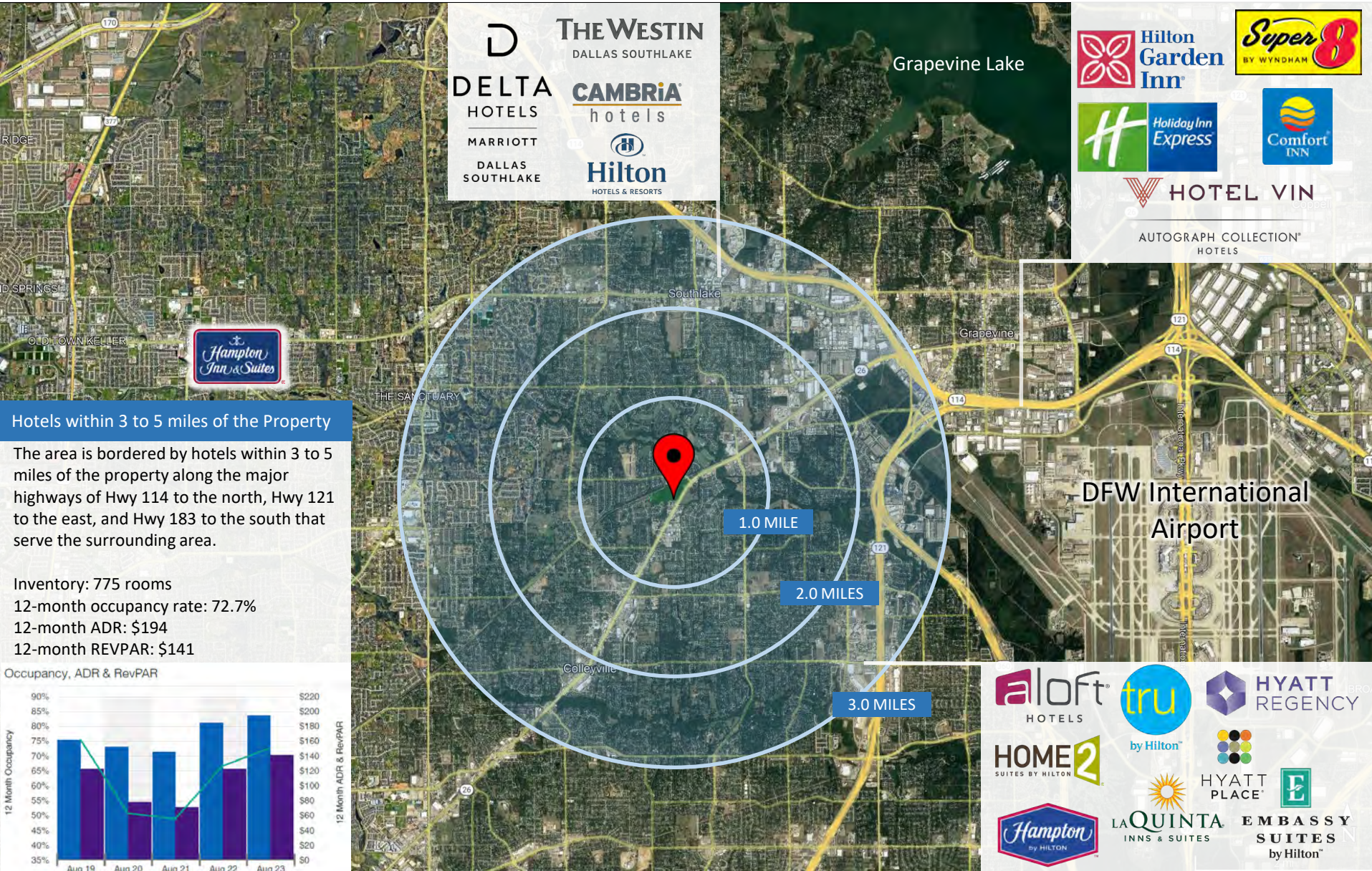
Employment Hubs

SWC John McCain & Hwy 26
Colleyville, Texas



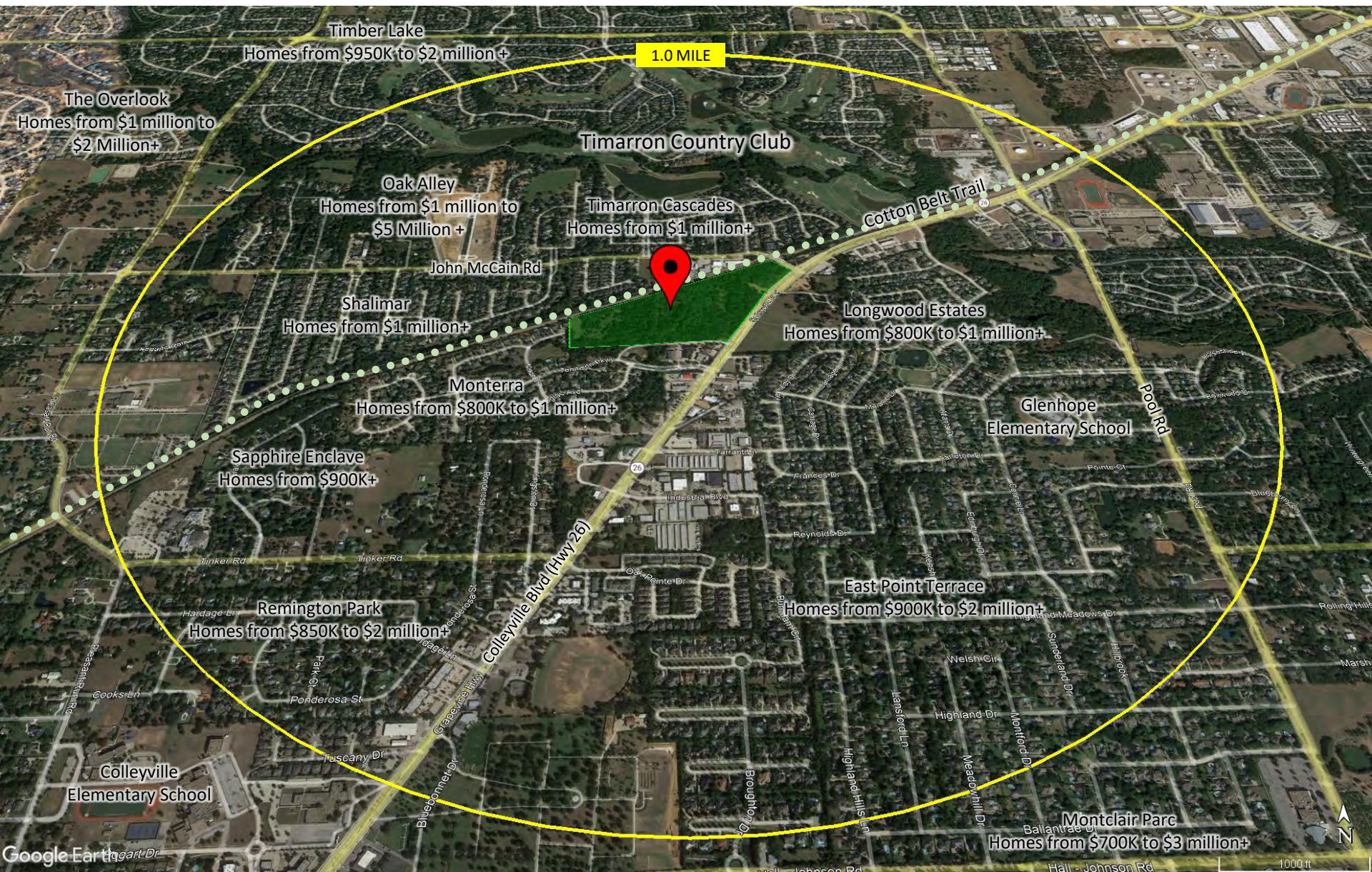
Hotels

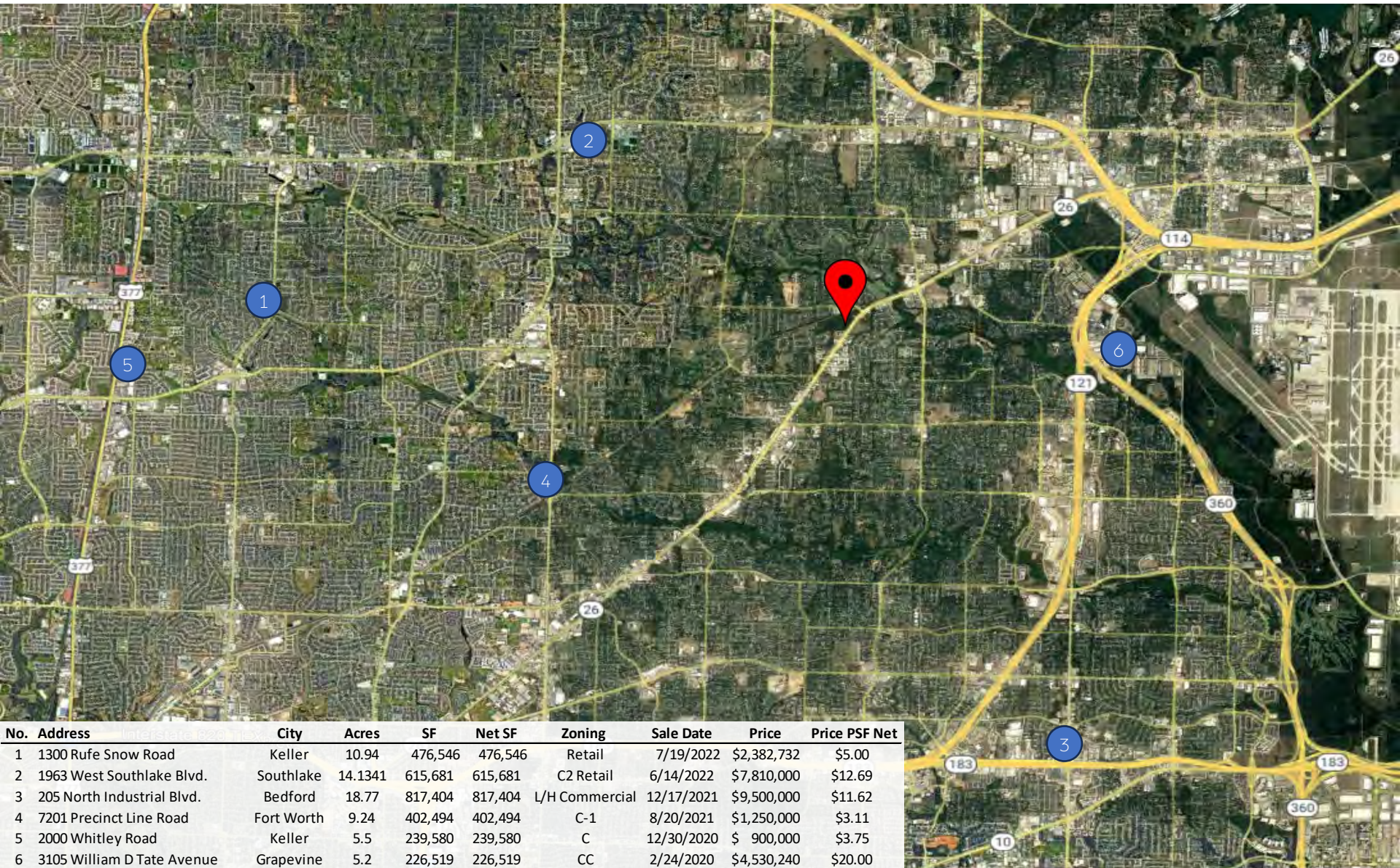
SWC John McCain & Hwy 26
Colleyville, Texas



Residential Neighborhoods

SWC John McCain & Hwy 26
Colleyville, Texas





Potential Developers

SWC John McCain & Hwy 26
Colleyville, Texas

 Centennial	 CULLINAN PROPERTIES	Crow Holdings	 CYPRESS	 DE LA VEGA CAPITAL DEVELOPMENT
direct development	 DLC MANAGEMENT CORP.	 DUWEST CREATING, ENHANCING & PROTECTING VALUE	 ENDEAVOR Real Estate Group	 FOUNDRY COMMERCIAL
FOUR RIVERS	 GREENWAY INVESTMENT COMPANY Established 1979	 GOLDENROD COMPANIES	Hines	 IRONWOOD REALTY PARTNERS LLC
JAH REALTY	 JaRyCo DEVELOPMENT	 KITE REALTY GROUP	 Kobalt	M2G VENTURES
 Malouf INTERESTS INC. FOUNDED IN 1995	MIDWAY	 MQ DEVELOPMENT COMPANY		 North AMERICAN [®] DEVELOPMENT GROUP
 Pine Tree TM	PROPERTY COMMERCE	 Pegasus Ablon	 REALTY CAPITAL	 ROSEBRIAR PROPERTIES
SHOP ^{cos.}	 THE retail CONNECTION	 THE STAINBACK ORGANIZATION	streetREALTY TM	TRADE MARK
 UCD UNITED COMMERCIAL DEVELOPMENT	 VENTURE COMMERCIAL	 VERDAD REAL ESTATE DEVELOPMENT & CONSTRUCTION SERVICES	weitzman [®]	WIRE Properties

The state of Texas led the nation in job creation over the last 10 years and in population growth over the last 14 years. Texas offers a business-friendly climate—with no corporate or personal income tax—as well as a highly skilled workforce, central access to global markets, robust infrastructure and predictable regulations. All these factors and more have propelled Texas to be the 9th largest economy in the world.

Market Allure



No Personal
Income Tax



No Corporate
Tax



Centrally
Located



Large, Highly
Educated Workforce



Development
Opportunities
(Excess Land & Minimal
Building Regulations)

No. 1

Fastest-Growing State Economy

U.S. BUREAU OF ECONOMIC ANALYSIS
2020

No. 1

Texas is the No. 1 Exporter

U. S. CENSUS BUREAU, 2020
(19TH CONSECUTIVE YEAR)

10x

Governor's Cup Won 10 Years in a Row

SITeselectionMAGAZINE

No. 1

Best State to Start a Business

WALLETHUB 2021

No. 1

State for Business

CHIEF EXECUTIVE
(16TH CONSECUTIVE YEAR)

No. 1

State for Growth Prospects

FORBES 2021

Powered by 50 Fortune 500 companies, thousands of international and small businesses, and a diverse, skilled workforce, the Texas economy is the 9th largest economy when compared to the nations of the world.

Texas continues to make strategic investments to ensure its competitive advantage, allowing businesses of all sizes to prosper. The diverse mix of industry ensures that a single sector does not significantly impact the economy of the entire state and helps the state hedge against economic risks.



Texas was graded an **“A” for Small-Business Friendliness.**



Texas is home to **50 Fortune 500 Company Headquarters.**



Texas was named the **“Best State to Launch a Startup”** in the country.



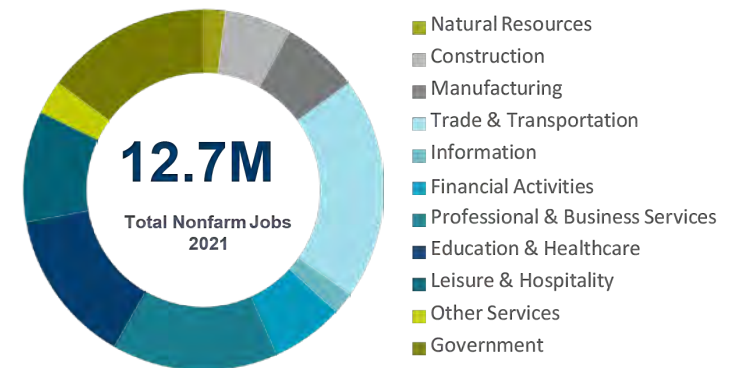
Three Texas cities were ranked among the **“Best U.S. Cities for Starting a Business”** in 2020.

Industry Diversity Index U.S. Index = 1



Source: Moody's Analytics

Texas Employment by Industry



Economic Strength – Colleyville

SWC John McCain & Hwy 26
Colleyville, Texas

POPULATION

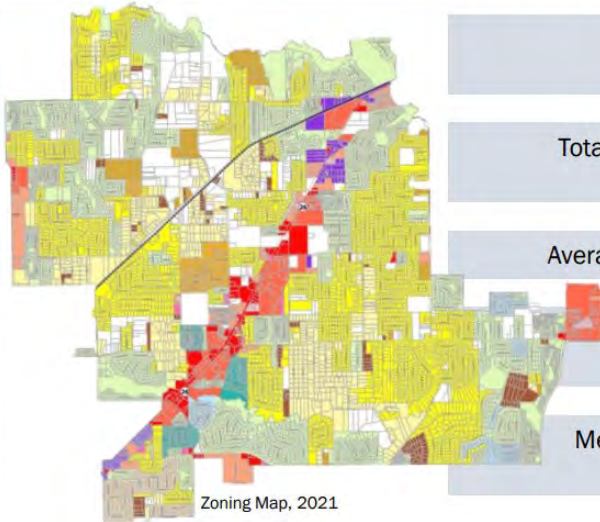
Current Population:
26,057 (2020)



Median Age: 48.6

Distribution by Age:

Under 18	23.4%
35-64	49.0%
65+	18.2%



INCOME + HOUSEHOLD

Total Square Miles:
13.1

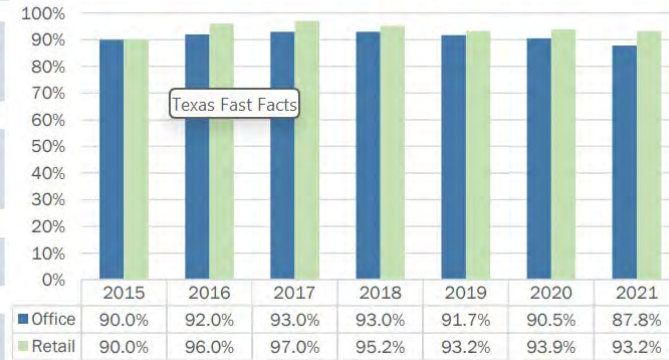
Total Number of Households:
9,311

Average Household Size: 2.91

Per Capita Income:
\$78,086

Median Household Income:
\$163,509

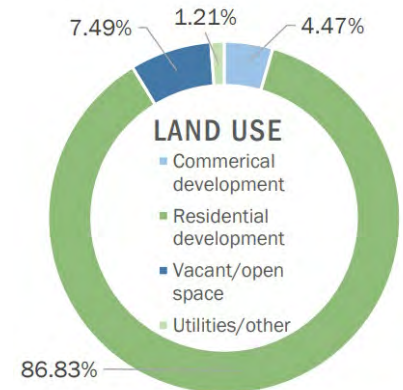
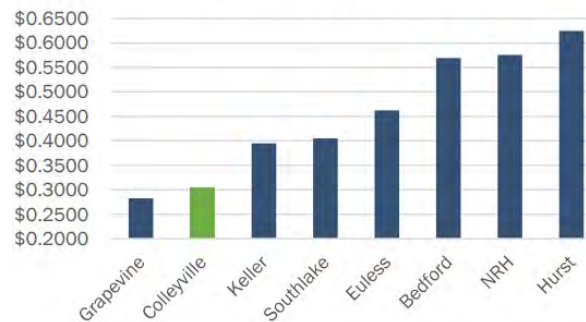
OCCUPANCY RATES BY FISCAL YEAR



PROPERTY TAX RATE + PROPERTY VALUE



FY21 PROPERTY TAX RATE COMPARISON





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**CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING**

Agenda Number WS-2	Agenda Date 1/16/2024
Type Worksession	
Department City Secretary	

Title
Discussion of the January 16, 2024, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 1/16/2024

Type Executive Session

Department City Secretary

Title

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

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

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

RESOLUTION R-24-4906

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF JANUARY 16, 2024**

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 16TH DAY OF JANUARY 2024.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



**CITY OF COLLEYVILLE
CITY COUNCIL BRIEFING**

Agenda Number	Agenda Date 1/16/2024	Number 3
Type Announcements, Proclamations, and Presentations		
Department City Secretary		

Title
Proclamation in recognition of Colleyville Library Director Mary Rodne – Mayor Bobby Lindamood

RESOLUTION R-24-4907

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JANUARY 16, 2024

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of December 19, 2023
 - b. Approval of a contract with McDonald Municipal & Industrial, in an amount not to exceed \$216,469, and a contingency amount not to exceed \$30,000, and authorizing the City Manager to execute the contract
 - c. Approval of an amendment to the Professional Services Agreement with Freese and Nichols, Inc., amending the design parameters for the Roberts Road Project Phase 2 in an amount not to exceed \$99,730, and authorizing the City Manager to execute the amendment
 - d. Approval of an amendment to the Professional Services Agreement with Freese and Nichols, Inc., amending the design parameters for the Roberts Road Project in an amount not to exceed \$8,400, and authorizing the City Manager to execute the amendment
 - e. Approval to purchase a replacement Vactor 2100i Sewer Cleaner truck from Kinlock Equipment & Supply, Inc., through the HGAC Purchasing Program in an amount not to exceed \$514,214.00, and authorizing the City Manager to execute the contract
 - f. Approval of the Second Amended Regional Municipal Court Judge Agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 16TH DAY OF JANUARY 2024.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:	CITY OF COLLEYVILLE
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Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, DECEMBER 19, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, December 19, 2023, at 5:34 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Engineer Larry Wright, City Attorney Nicole Corr, and City Secretary Christine Loven.

WS-1 Discussion regarding a referendum question to be added to the May 4, 2024 General Election ballot

Assistant City Manager Mark Wood reviewed completed projects and timing for remaining projects in Phase 1 of the Recreation Center which was funded with \$1.5 million in existing bond funding. He then reviewed the feedback regarding amenities at the Recreation Center which was received from residents, the Parks and Recreation Advisory Board, and City Council. Manager Wood noted any additional amenities above Phase 1 would have to be budgeted for over a period of years or potentially be financed through bonds.

Manager Wood provided potential ballot language for a referendum question which could be added to the May 4, 2024 General Election ballot. The referendum question would pose a yes or no answer to the question, *"Should the City of Colleyville place a proposition on a future election ballot asking the City's voters to authorize the issuance of ad valorem tax bonds for expansion of the Colleyville Recreation Center, which may include a fitness center, locker room, indoor track, and multi-use field?"*

Following discussion, the City Council directed staff to place the question on the May ballot and noted this would allow another opportunity for residents to voice their opinions regarding the amenities at the Recreation Center.

WS-2 Discussion of corner lot fence regulations

Community Development Director Ben Bryner stated in late November, City Council had directed staff to prepare possible text changes to the Land

Development Code (LDC) with regard to regulations for fences on corner lots. Specifically, the Council wanted to review options for non-opaque fences, and whether they should be allowed to encroach into the street side yard setback. He reviewed current LDC language, and suggested language to address the corner side yard setbacks.

City Council directed staff to proceed with taking the proposed changes to the Planning and Zoning Council for review and comment.

WS-3 Discussion of Old Grove pond

City Engineer Larry Wright provided a review of the current condition of the detention pond in Old Grove Subdivision and the previous anticipated cost to rehabilitate the pond. Engineer Wright noted the Engineering Department had performed a topographic survey to identify slope and erosion issues, and a grading plan design to make the slopes accessible to residents and reduce erosion. By doing so, staff devised a rehabilitation and beautification plan for the pond which would be cost effective, and the work will be performed by the Public Works Department.

The City Council thanked Engineer Wright and the Public Works Department for their commitment to efficiency and cost savings.

WS-4 Discussion of the December 19, 2023, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:04 p.m. and called the Executive Session to order.

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

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

Section 551.071 - Legal - Hall-Johnson Road Water Tank

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

Section 551.087 – Economic Development - Discuss or deliberate regarding

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

There was no action taken and Mayor Lindamood adjourned Executive Session at 6:52 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:08 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

INVOCATION: Pastor Lee Johnson, Bear Valley Church

PLEDGE OF ALLEGIANCE: City Attorney Nicole Corr

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4903

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and the City Council made announcements regarding City and community events.

Proclamation to Natalie Poveda, Miss Colleyville's Teen, Miss Texas' Teen - Mayor Bobby Lindamood

Mayor Lindamood presented a proclamation declaring Natalie Poveda Day in Colleyville to Miss Natalie Poveda, Miss Colleyville's Teen and Miss Texas' Teen. Mayor Lindamood thanked Miss Poveda for representing Colleyville and GCISD and noted she will be going on to compete for the title of Miss America's Teen 2024, in Orlando, Florida.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4904

4a Approval of the minutes of the regular City Council meeting of December 5, 2023

- 4b** Approval of a First Amendment to the Lease Agreement with Tarrant County 9-1-1 for facility space at the Colleyville Justice Center
- 4c** Approval of a construction contract with Legacy Signs of Texas for the Wayfinding Signage Project, in an amount not to exceed \$94,027.00 and a contingency amount not to exceed \$10,000.00, and authorizing the City Manager to execute the contract
- 4d** Approval of an Interlocal Agreement with Tarrant County for the funding of the Bedford Road Roundabout at Cheek-Sparger Improvements project, and authorizing the City Manager to execute the agreement
- 4e** Approval of an Interlocal Agreement with Tarrant County for the funding of the Heritage Avenue Bridge Replacement and Turn Lane Extensions at Cheek-Sparger Improvements Project, and authorizing the City Manager to execute the agreement
- 4f** Approval of an Interlocal Agreement with Tarrant County for the funding of the John McCain Road Bridge Widening and Curvature Improvements Project, and authorizing the City Manager to execute the agreement
- 4g** Approval of a contract with The Lawn Firm for the Tree Trimming Contract, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the contract
- 4h** Approval to purchase six custom bronze statues of U.S.A. Military Servicemen from the Randolph Rose Collection for the future Heroes Park in an amount not to exceed \$272,800, and authorizing the City Manager to execute related purchasing documents

Mayor Lindamood read Resolution R-23-4904 in its entirety.

Assistant City Manager Adrienne Lothery presented items 4b and 4h and answered questions of the City Council.

Elijah Dorminy, Capital Projects Program Manager, presented item 4c, and Public Works Director Amber Beard presented items 4d through 4f and answered questions of the City Council.

Mayor Lindamood opened the public hearing.

Harold Ledbetter, 6700 Pleasant Run Road, commented on 4h, the statues for Heroes Park.

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

Mayor Pro Tem Rigney made a motion to approve Resolution R-23-4904, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - November 2023

Assistant City Manager Mark Wood presented the November financial report noting this is the second month of the fiscal year. He noted November is the first month of sales tax collection for FY24, and total collections were down 4.95% from the same month last year. Manager Wood stated the collection did include an audit adjustment of \$27,630, and when accounting for the audit, the percentage improves to being down 1.3%. He said sales tax for purchases made in October jumped 19.52% from 2021 to 2022, followed by another increase of 1.3% last year, which may be an indicator of sales tax reaching a leveling point going forward. Manager Wood provided a recap of activity in the remaining budgets.

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

6a Ordinance O-23-2272

Consideration of a rezoning from AG Agricultural to R-40 Single Family Residential for Lot 1, Block 1, Fred C. Rice Addition, located at 6103 Hunter Lane, Case ZC23-032

Mayor Lindamood read the caption of Ordinance O-23-2272.

Community Development Director Ben Bryner presented this request to rezone to allow for a piece of land to be platted from 6103 Hunter Lane to 6113 Hunter Lane.

There was no discussion and Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Elder made a motion to approve Ordinance O-23-2272, seconded by Councilmember Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

6b Ordinance O-23-2273

Consideration of a rezoning from AG Agricultural and RE Single Family 'Estate' Residential to R-40 Single Family Residential for Tracts 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-033

Mayor Lindamood read the caption of Ordinance O-23-2273.

Community Development Director Ben Bryner presented this item, recapping the presentation from the previous meeting. Director Bryner said at City Council's request, the applicant reexamined and adjusted the large tree preservation easements and has submitted a revised zoning exhibit and urban forestry plan showing expanded easements, which encompasses approximately 40% of the overall land.

There were questions and discussion between staff and City Council regarding tree cutting, AG zoning regulations, and easements. The City Attorney explained the Preemption Bill.

Mayor Lindamood opened the public hearing.

Those signing a speaker card to register opposition, but not speak: Stephen Muzyka, 2902 Roaring Springs Drive, Grapevine, Cindy Kay Campbell, 2410 Wilkes, Jason Aguirie, 2402 Wilkes, Michael Shur, 7300 Jo West, Desiree Hershon, 7300 Jo Will Street, John and Judi Schaefer, 6803 Atlanta Drive, Richard Limbacher, 6602 Charleston Drive, Robert and Rita Zebian, 6708 India Court, Anne Dyson, 909 Dogwood Court, Andrew and Stephanie Gaska, 6801 India Court, Allen and Bonnie Weikel, 1829 Fountain Pass, Tim Lavas, 2405 Wilkes Drive, Carol Wollin, 4600 Dartmoore Lane, Paddy Meehan, 2512 Independence Road, Dorthea Theus, 4104 Oxford Court, Steve Wasson, 2413 Wilkes Drive.

Those speaking in support: Jeff Cosand, 2604 Twelve Oaks, David Dudziak, 2301 Wilkes Court, and Stacey Taylor, 4501 Shadycreek Lane.

Those speaking in opposition: Sam Hearn, 2409 Wilkes Drive, Sue Reed, 2512 Independence Road, Bob Egan, 2410 Twelve Oaks Lane, Vicki Heminger, 6804 Rockbrook Court, Charlie Anderson, 2414 Wilkes Drive, Mike Farrell, 2504 Twelve

Oaks Lane, Harold Ledbetter, 6700 Pleasant Run Road, and Tim Waterworth, 6808 Rockbrook Court.

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

The City Council convened in Executive Session at 9:22 p.m. and reconvened at 10:01 p.m.

Applicant Curtis Young stated they have listened, made major changes, and tried to be adaptive. Mr. Young stated they will dedicate a pedestrian trail to the City if it is desired. He also noted working with the Land Trust is not an option, and reviewed the plan details.

The City Council expressed appreciation to the applicant for their continued work with the City Council and their concern for the opposition and their thoughts for the property.

Councilmember Kelley made a motion to deny without prejudice Ordinance O-23-2273, seconded by Councilmember Graves.

The motion to deny without prejudice was approved by the following vote:

Ayes: 4 – Councilmembers Brandi Elder, Scotty Richardson, Ben Graves, and Chuck Kelley.

Nays: 3 – Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmember Bond

6c Ordinance O-23-2274

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

Mayor Lindamood read the caption of Ordinance O-23-2274.

Assistant City Manager Mark Wood presented this item which is a pass-through rate increase for water and wastewater rates assessed by the Trinity River Authority.

Mayor Lindamood opened the public hearing.

Harold Ledbetter, 6700 Pleasant Run Road, questioned the TRA capital debt.

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

Mayor Lindamood made a motion to approve Ordinance O-23-2274, seconded by Councilmember Bond.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

7. CITIZEN COMMENTS

There were seven speakers who spoke regarding the Israeli–Palestinian conflict, asking City Council to issue a cease fire resolution. The City Secretary is listing those who completed a speaker card: Salah Elshanshon, 3572 Versailles, Noor Hasan, 5220 Center Hill Drive, Fort Worth, Faryall Tayyas, 5304 Center Hill Drive, Fort Worth, Sama Rhiman, 602 Hays Drive, Keller. Following these speakers, Mayor Lindamood offered information on the Colleyville community and the Ministerial Alliance.

Sayed Syed, 6705 Sapphire Circle North, spoke regarding school break, parking, and the December gift card.

Harold Ledbetter, 6700 Pleasant Run Road, spoke regarding wars throughout the world.

8. REPORTS

Colleyville Library Board Minutes - October 9, 2023

Sign Board of Appeals Minutes - October 10, 2023

Planning and Zoning Commission Minutes - November 13, 2023

Planning and Zoning Commission Worksession Minutes - November 27, 2023

There was no action taken.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, DECEMBER 19, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4905

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 11:20 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 16TH DAY OF JANUARY 2024.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 1/16/2024

Number Resolution R-24-4907

Type Resolution

Department Engineering

Title

Approval of a contract with McDonald Municipal & Industrial, in an amount not to exceed \$216,469, and a contingency amount not to exceed \$30,000, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

On September 19, 2023, City Council, through Resolution R-23-4876, adopted the Capital Improvement Program (CIP) Fiscal Year 2020-2024. The CIP includes \$470,000 for the rehabilitation of the Reserve Lift Station.

The project includes the replacement of two existing submersible pumps and variable frequency drives, with the addition of one spare, and two check valves. The installation of a back-up generator and automatic transfer switch, electrical improvements, the addition of a containment for degreaser storage and dosing equipment, including permanent routing of degreaser lines to the wet well.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on November 19, 26, December 3, 10 and 17, 2023. 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 93 plan holders, of which there was 1 architect, 4 engineers, 13 general contractors, 6 manufacturers, 27 sub-contractors, 28 suppliers, 2 not specified, 4 plan rooms, and 8 others.

The City received four sealed bids, which were opened and publicly read aloud on December 19, 2023.

Financial Impact

The funding source for the project is the Capital Utility Fund
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Bid Tabulation
2. Construction Services Agreement

City of Colleyville Reserve Lift Station Improvements

Bid Tabulation December 19, 2023

ID: ENG-2024-002

Item	Description	Unit	QTY	McDonald Municipal & Industrial		Taknek		Rey-Mar Construction		Urban InfraConstruction, LLC.	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	Mobilization for the lump sum of:	LS	1.00	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$29,200.00	\$29,200.00	\$31,000.00	\$31,000.00
2	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:	LS	1.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
3	Demolition of exisiting pumps for the lump sum of:	LS	1.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	\$44,000.00	\$44,000.00	\$10,000.00	\$10,000.00
4	Demolition of exisiting electrical equipment for the lump sum of:	LS	1.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$9,400.00	\$9,400.00	\$20,000.00	\$20,000.00
5	Installation of the generator concrete pad for the unit price of:	CY	2.00	\$1,000.00	\$2,000.00	\$5,000.00	\$10,000.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
6	Purchase and installation of the air compressor pad for the lump sum of:	EA	1.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
7	Purchase and installation of the generator for the lump sum of:	EA	1.00	\$30,000.00	\$30,000.00	\$96,277.00	\$96,277.00	\$113,000.00	\$113,000.00	\$120,000.00	\$120,000.00
8	Installation of the required electrical improvements for the lump sum of:	LS	1.00	\$96,469.00	\$96,469.00	\$55,000.00	\$55,000.00	\$205,000.00	\$205,000.00	\$200,000.00	\$200,000.00
9	Purchase and installation of the automatic transfer switch for the lump sum of:	EA	1.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$10,800.00	\$10,800.00	\$10,000.00	\$10,000.00
10	Purchase and installation of the motor starters for the lump sum of:	EA	3.00	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00	\$5,500.00	\$16,500.00	\$5,000.00	\$15,000.00
11	Installation of the degreaser tubing, air tubing, containment tubing, and sleeve penetration for the lump sum of:	LS	1.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00
12	Installation of the Owner-furnished check valves for the lump sum of:	EA	2.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$3,500.00	\$7,000.00	\$15,000.00	\$30,000.00
13	Purchase and installation of the new submersible pumps for the lump sum of:	EA	3.00	\$12,000.00	\$36,000.00	\$20,000.00	\$60,000.00	\$33,250.00	\$99,750.00	\$35,000.00	\$105,000.00
14	Purchase and installation of the spill containment deck with drain line ball valve for the lump sum of:	LS	1.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$13,000.00	\$13,000.00	\$1,500.00	\$1,500.00
SubTotal Base Bid					\$216,469.00		\$300,777.00		\$585,650.00		\$593,000.00
15	Owner's Contingency Allowance for Work Change Directives for the lump sum of:	LS	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Grand Total					\$246,469.00		\$330,777.00		\$615,650.00		\$623,000.00

CONSTRUCTION SERVICES AGREEMENT
RESERVE LIFT STATION IMPROVEMENTS
(Bid #ENG-2024-002)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **McDonald Municipal & Industrial- A Division of C.F. McDonald Electric, Inc.**, a Texas Corporation, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, below; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Contractor agree as follows:

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Reserve Lift Station Improvements (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

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

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #ENG-2024-002;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

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

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

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

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

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination,

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

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

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed TWO HUNDRED AND FOURTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-NINE DOLLARS (\$246,469.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

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

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

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

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is two hundred seventy-three (273) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before two hundred seventy-three (273) calendar days following the date of City's written notice to proceed to Contractor.

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

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

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs

incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

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

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

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

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

prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

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

Section 12. Sales and Use Taxes

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

Section 13. Texas Government Code Verifications

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the

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

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

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

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: MCDONALD MUNICIPAL & INDUSTRIAL- A DIVISION OF C.F. MCDONALD ELECTRIC, INC. By: _____ Wayne Berkenmeier Vice President Special Projects Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> McDonald Municipal & Industrial- A Division of C.F. McDonald Electric, Inc. Attn: Wayne Berkenmeier, Vice President Special Projects 5044 Timber Creek Dr Houston, Texas 77017 E: wayneb@mcdonaldinc.com

GovDox Colleyville Contract ID:
CSA_ED_January 3, 2024_Rev20230112



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 1/16/2024

Number Resolution R-24-4907

Type Resolution

Department Engineering

Title

Approval of an amendment to the Professional Services Agreement with Freese and Nichols, Inc., amending the design parameters for the Roberts Road Project Phase 2 in an amount not to exceed \$99,730, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

This item is for the consideration and approval of an amendment to increase the existing Professional Services Agreement with Freese and Nichols, Inc., by \$99,730, for the purpose of designing Phase 2 of the Roberts Road Project.

In October 2023, Council authorized the separation of the project into two phases. Phase 1 includes the westbound right turn lane on Glade Road, the turn lane and reconstructed pavement, water, and sewer on Roberts between Glade and the northern Pleasant Glade Baptist Church driveway, and the driveway and parking lot church improvements. Phase 1 is currently out for bid.

Phase 2 will include design of the roadway, traffic signalization (pending a signalization study), drainage, and utility improvements from 300' north of Glade Road to the City limits near Birch Avenue. The scope of the improvements include the widening of Roberts Road to 31' where possible, and 25' where constrained by right-of-way; realigning the roadway utilizing the recently-purchased City property to increase the curve radius, adding a traffic signal, (pending study) and curb ramps at the Roberts/Glade Road intersection. Bid plans and specifications and construction phase services are included in this authorization.

Financial Impact

The TIF is the designated funding source for this project. Prior to this amendment, the cost for the design of the Roberts Road Project was \$418,569.09. If approved, this would increase the design contract by \$99,730.00, for a total not to exceed design cost of \$518,299.09.

Recommendation

Approve

Attachments

1. Contract Amendment 4

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment to Professional Services Agreement (“Fourth Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Freese and Nichols Inc.**, (“Professional”) as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for improvements to Roberts Road, effective February 5, 2019 (“the Agreement”), as amended on September 9, 2019, (“First Amendment”), and April 29, 2020, (“Second Amendment”), and October 31, 2023 (“Third Amendment”); and

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

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

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the revisions to the Project scope contained in Contract Amendment #4 attached hereto and incorporated herein as Exhibit A to this Fourth Amendment.
2. The total compensation amount stated in Section 4(C) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of \$518,299.09.
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement, as previously amended, remain in full force and effect.
4. This Fourth Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional (“the Effective Date”).

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

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

FREESE AND NICHOLS, INC.

By: _____

Jerry Ducay
City Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Contract Amendment #4
Revised Scope of Services

(attached)

EXHIBIT "A"
PROFESSIONAL ENGINEERING SERVICES
Contract Amendment #4

**Roadway, Traffic Signal, Drainage, and Utility Improvements for Roberts Road Phase 2, from 300' North of
Glade Road to City Limits near Birch Avenue in Colleyville, Texas**

The scope set forth herein defines the work to be performed by Freese and Nichols, Inc. (FNI) and the City of Colleyville, Texas (CITY) in completing the project. Both the CITY and FNI have attempted to clearly define the work to be performed and address the needs of the project.

The proposed improvements will include roadway, drainage, traffic signal, and utility improvements for Roberts Road (minor arterial), from 300' North of Glade Road to City Limits near Birch Avenue (approximately 2,100 feet in total length). Improvements are anticipated to include:

- Design roadway and drainage improvements for Roberts Road similar to the previously proposed Roberts Road improvements with the following revisions:
 - o Widen Roberts Road to 31' BOC-BOC where possible and 25' BOC-BOC where constrained by ROW
 - o Realign Roberts Road utilizing recently-purchased City property to increase curve radius
 - o Add traffic signal and curb ramps at the Roberts Rd/Glade Rd intersection
 - o Proposed improvements will stop at City limits boundary and will not include previously-proposed improvements at the Birch intersection or water interconnect meter vault
- Previous design will be reviewed and updated as needed but with a similar overall scope.
- Additional bid phase and construction phase services will be added for Phase 2.

The project construction will be completed using CITY funding sources; therefore, the project will be designed in compliance with CITY standards and processes. TxDOT standards and processes will be utilized for subjects not covered by CITY standards and processes.

Basic Services

Task 1	Project Management
Task 2	30% Design
Task 3	90% Design
Task 4	100% Design
Task 5	Bid Phase Services
Task 6	Construction Phase Services

Special Services

Task 7	Franchise Utility Coordination
Task 8	TDLR/TAS Plan Review and Inspection

FNI will render the following professional engineering services in connection with the development of the project:

BASIC SERVICES

Task 1 - Project Management

FNI will manage the work outlined in this scope to ensure efficient and effective use of FNI's and CITY's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work. FNI will:

- A. Attend Phase 2 project kickoff meeting with CITY.
- B. Prepare and submit a project schedule to the CITY.
- C. Conduct and document up to two (2) project update or review meetings with CITY Project Manager (not including post submittal meetings).
- D. Conduct miscellaneous internal design team coordination meetings.
- E. Prepare and submit monthly invoices with project status reports and project schedule updates, as necessary (up to 9).
- F. FNI will make up to two (2) site visits to become familiar with site and observe existing conditions.

Deliverables:

- i. Meeting summary notes focusing on decisions and action items.
- ii. Design schedule (including baseline and necessary updates).
- iii. Monthly invoices and project status reports.

Task 2 – 30% Design

- A. FNI will collect relevant project data (such as contour data, aerial imagery, and record drawings) from CITY and other available sources.
- B. FNI will provide 30% Design services to the CITY with the following design plans. All information listed will be provided on the design plans:

GENERAL

- COVER SHEET
- INDEX OF SHEETS
- PROJECT LAYOUT AND SURVEY CONTROL DATA
- HORIZONTAL ALIGNMENT DATA
- TYPICAL SECTIONS
- GENERAL NOTES
- SUMMARY SHEETS
- CONSTRUCTION PHASING TYPICAL SECTIONS
- CONSTRUCTION PHASING PLANS
- DETOUR PLANS
- REMOVAL PLANS

ROADWAY

- ROADWAY PLAN AND PROFILE

- INTERSECTION LAYOUTS

DRAINAGE

- DRAINAGE CALCULATIONS
- OVERALL DRAINAGE AREA MAP
- STORM DRAIN PLAN AND PROFILE

TRAFFIC SIGNAL

- EXISTING INTERSECTION LAYOUT
- PROPOSED SIGNAL LAYOUT

PAVEMENT MARKING AND SIGNAGE

- PAVEMENT MARKING AND SIGNAGE PLAN

EROSION CONTROL

- EROSION CONTROL PLAN

WATER LINE

- WATER LINE PLAN AND PROFILE

SANITARY SEWER LINE

- SANITARY SEWER PLAN AND PROFILE

CROSS SECTIONS

- CROSS SECTIONS

- C. FNI will develop an opinion of probable construction cost (OPCC) based on 30% Design. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by FNI, bid results from previous CITY projects of similar type, and FNI experience and engineering judgement.
- D. FNI will conduct QC/QA of the 30% Design deliverables.
- E. FNI will attend one (1) post-submittal meeting for the 30% Design with CITY.
- F. For 30% Design, FNI will provide CITY with of three (3) copies of half size (11"x17") drawings, three (3) copies of the opinion of probable construction cost, and PDF copy of the above items.

Deliverables:

- i. 30% Design Plans
- ii. Opinion of Probable Construction Costs (OPCC)
- iii. QC/QA Documentation

Task 3 – 90% Design

- A. After review and approval of the 30% Design by the CITY and TxDOT, FNI will provide 90% Design services.
- B. FNI will provide 90% Design services by progressing, updating, or revising the plans listed in the 30% Design submittal and the additional design plans:

GENERAL

- CITY/TXDOT STANDARDS

ROADWAY

- ROADWAY SPECIAL DETAILS
- CITY/TXDOT STANDARDS

DRAINAGE

- CITY/TXDOT STANDARDS

TRAFFIC SIGNAL

- TRAFFIC SIGNAL INTERSECTION QUADRANT DETAILS
- TRAFFIC SIGNAL SUMMARY
- CHANNEL ASSIGNMENT DIAGRAM
- CITY/TXDOT STANDARDS

PAVEMENT MARKING AND SIGNAGE

- CITY/TXDOT STANDARDS

EROSION CONTROL

- CITY/TXDOT STANDARDS

WATER LINE

- CITY/TXDOT STANDARDS

SANITARY SEWER LINE

- CITY/TXDOT STANDARDS

CROSS SECTIONS

- C. FNI will develop an opinion of probable construction cost (OPCC) based on 90% Design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by FNI, bid results from previous CITY projects of similar type, and FNI experience and engineering judgement.
- D. FNI will prepare construction specifications documents utilizing CITY and TxDOT standard documents for the 90% Design.
- E. FNI will conduct QC/QA and constructability review of the 90% Design deliverables.
- F. FNI will attend one (1) post-submittal meeting for the 90% Design with CITY.
- G. For the 90% Design, FNI will provide CITY with of three (3) copies of half size (11"x17") drawings, one (1) copy of the project construction specifications, three (3) copies of the opinion of probable construction cost, and PDF copy of the above items.

Deliverables:

- i. 90% Design Plans
- ii. Opinion of Probable Construction Costs (OPCC)

- iii. Construction Specifications
- iv. QC/QA Documentation

Task 4 – 100% Design

- A. After review and approval of the 90% Design by the CITY and TxDOT, FNI will provide 100% Design services.
- B. FNI will provide 100% Design services by progressing, updating, or revising the plans listed in the 90% Design submittal.
- C. FNI will develop an opinion of probable construction cost (OPCC) based on 100% Design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by FNI, bid results from previous CITY projects of similar type, and FNI experience and engineering judgement.
- D. FNI will prepare construction specifications documents utilizing CITY and TxDOT standard documents for the 100% Design.
- E. For the 100% Design, FNI will provide CITY with of three (3) copies of half size (11"x17") drawings, one (1) copy of the project construction specifications, three (3) copies of the opinion of probable construction cost, and PDF copy of the above items.

Deliverables:

- i. 100% Design Plans
- ii. Opinion of Probable Construction Costs (OPCC)
- iii. Construction Specifications
- iv. QC/QA Documentation

Task 5 - Bid Phase Services

Upon completion of the design services and approval of "Final" drawings and specifications by CITY, FNI will proceed with the performance of services in this phase as follows:

- A. Assist the CITY by attending a pre-bid conference for the construction projects and coordinating responses with CITY. Response to the pre-bid conference will be in the form of addenda issued after the conference.
- B. Assist CITY by responding to questions and interpreting bid documents. Prepare addenda to the bid documents if necessary.
- C. At CITY request, FNI will assist in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate.

Task 6 - Construction Phase Services

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible

for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the

Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the City agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- A. The construction of this Project is assumed to last approximately 9 months and to be City let and administered.
- B. Assist City and by attending a pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
- C. Attend up to nine (9) monthly construction progress meetings. Includes up to four (4) site visits to address questions that need to be addressed on site. Visits to the site in excess of the specified number are an additional service.
- D. Notify City of contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports or other documentation required by the Construction contract documents.
- E. Interpret the drawings and specifications for City and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- F. If requested, assist City in negotiations with the contractor on behalf of the City to determine the cost and time impacts of these changes. Review change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service.
- G. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City if

appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

- H. Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
- I. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) PDF of "Record Drawings" shall be provided by FNI to City.

SPECIAL SERVICES

Task 7 - Franchise Utility Coordination

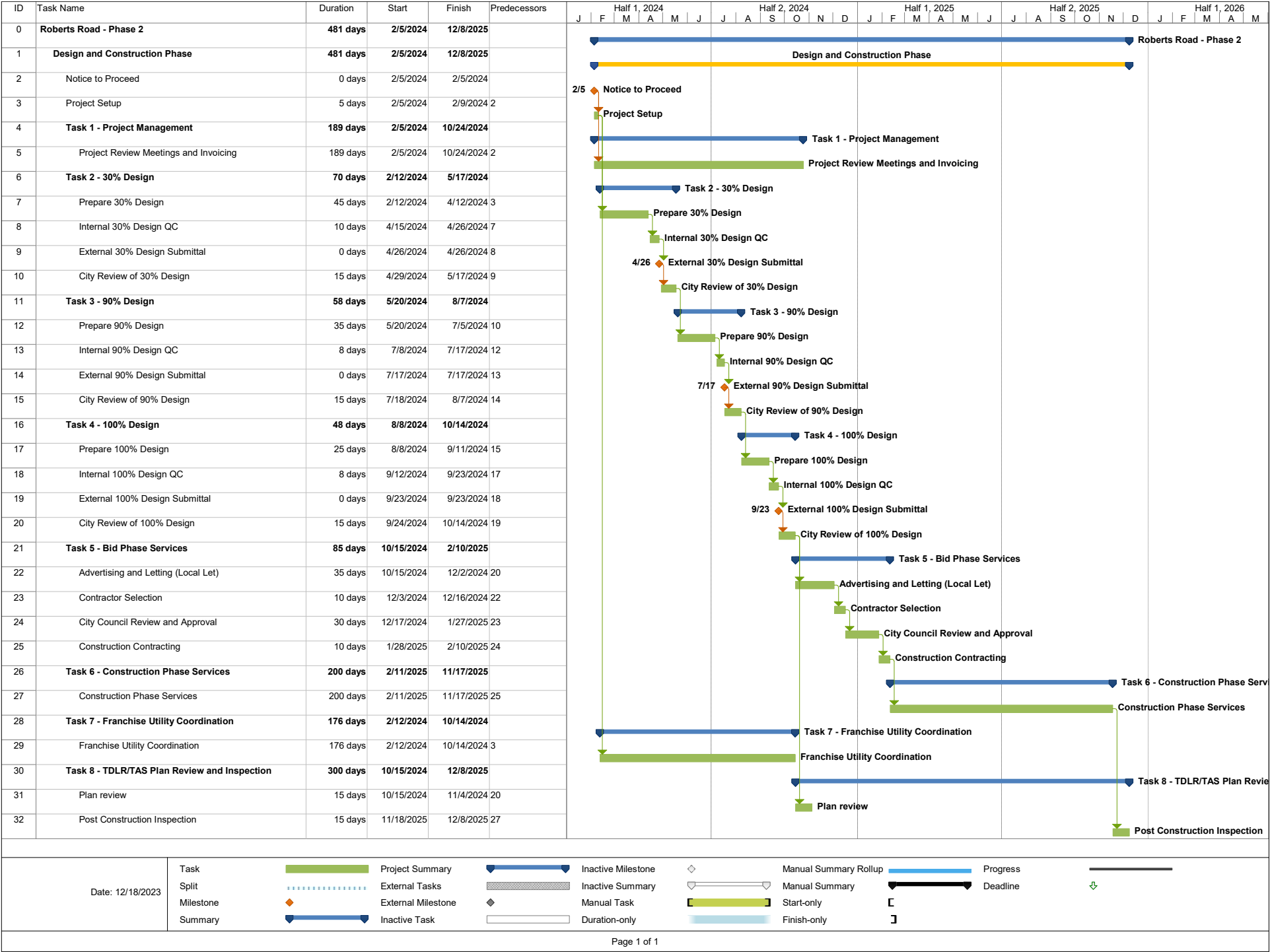
- A. FNI will coordinate with franchise utilities within the project limits to determine if any facilities have changed since the project began in 2019.
- B. FNI will conduct up to three (3) franchise utility coordination meetings.

Task 8 - TDLR/TAS Plan Review and Inspection

- A. FNI will provide permitting support for the CITY and will prepare plan layouts for Americans with Disabilities Act (ADA) and TDLR compliant sidewalks, curb ramps, pedestrian push buttons, and crosswalks.
- B. FNI will retain the services of a TDLR Registered Accessibility Specialist (RAS) Inspector approved by the CITY.
- C. FNI will be responsible for completing and submitting the inspection forms, paperwork, and RAS plan review during the design phase as required by the TDLR.
- D. During the construction phase, the CITY will coordinate one (1) RAS inspection with FNI and RAS Inspector no later than thirty (30) calendar days after construction substantial completion.
- E. FNI will be compensated for the RAS Inspector costs by the CITY as a reimbursable expense.

**City of Colleyville - Roberts Road
Amendment No. 4 - Fee Summary**

Basic Services (Not-to-Exceed)	Original Authorization	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Project Administration	\$ 11,199.00	\$ -	\$ -	\$ 5,870.00	\$ 10,721.00
Roadway Design - Colleyville	\$ 116,625.00	\$ -	\$ 15,182.00	\$ 32,718.00	\$ 67,638.00
Roadway Design - Grapevine	\$ -	\$ 10,595.00	\$ -	\$ -	\$ -
Water and Sewer Design - Colleyville	\$ -	\$ -	\$ 109,153.00	\$ -	\$ -
Bid Phase	\$ 5,934.00	\$ -	\$ -	\$ -	\$ 6,429.00
Construction Phase	\$ 13,702.00	\$ -	\$ -	\$ -	\$ 11,710.00
Basic Services (Not-to-Exceed) Subtotal	\$ 147,460.00	\$ 10,595.00	\$ 124,335.00	\$ 38,588.00	\$ 96,498.00
Special Services (Not-to-Exceed)	Original Authorization	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Public Meeting	\$ 4,440.00	\$ (4,440.00)	\$ -	\$ -	\$ -
Environmental	\$ 7,604.00	\$ -	\$ -	\$ (4,064.91)	\$ -
Topographic Survey - Colleyville	\$ 17,969.00	\$ -	\$ -	\$ -	\$ -
Topographic Survey - Grapevine	\$ -	\$ 3,393.00	\$ -	\$ -	\$ -
ROW Documents	\$ 2,760.00	\$ -	\$ -	\$ -	\$ -
TDLR Registration, Review, and Inspection	\$ 1,035.00	\$ -	\$ -	\$ -	\$ 1,226.00
Water Design - Grapevine (50%)	\$ -	\$ 32,693.50	\$ -	\$ -	\$ -
Water Design - Colleyville (50%)	\$ -	\$ 32,693.50	\$ -	\$ -	\$ -
Franchise Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ 2,006.00
Glade Road - Right Turn Lane	\$ -	\$ 3,508.00	\$ -	\$ -	\$ -
Special Services (Not-to-Exceed) Subtotal	\$ 33,808.00	\$ 67,848.00	\$ -	\$ (4,064.91)	\$ 3,232.00
Authorization Total	\$ 181,268.00	\$ 78,443.00	\$ 124,335.00	\$ 34,523.09	\$ 99,730.00
Project Total Fee	\$ 181,268.00	\$ 259,711.00	\$ 384,046.00	\$ 418,569.09	\$ 518,299.09





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 1/16/2024

Number Resolution R-24-4907

Type Resolution

Department Engineering

Title

Approval of an amendment to the Professional Services Agreement with Freese and Nichols, Inc., amending the design parameters for the Roberts Road Project in an amount not to exceed \$8,400, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

This item is for the consideration and approval of an amendment to increase the existing Professional Services Agreement with Freese and Nichols, Inc., by \$8,400, for the purpose of conducting a signal warrant analysis for the Roberts Road Project.

Freese and Nichols will perform a traffic signal warrant analysis for the intersection of Roberts and Glade Road. The analysis will include turning movement counts for the intersection; intersection traffic count data to determine if the intersection warrant traffic signalization based on volumes as set for in the latest edition of the *Manual on Uniform Traffic Control Devices*; and preparation of a technical memorandum detailing the results and analysis. The warrant analysis will be based on existing traffic and proposed Phase 1 lane geometry conditions at the intersection.

Financial Impact

The TIF is the designated funding source for this project. Prior to this amendment, the cost for the design of the Roberts Road Project was \$518,299.09. If approved, this would increase the design contract by \$8,400.00, for a total not to exceed design cost of \$526,699.99.

Recommendation

Approve

Attachments

1. Contract Amendment 5

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fifth Amendment to Professional Services Agreement (“Fifth Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Freese and Nichols Inc.**, (“Professional”) as of the Effective Date.

WHEREAS, the parties desire to further amend that certain Professional Services Agreement for improvements to Roberts Road, effective February 5, 2019 (“the Agreement”), as amended on September 9, 2019, (“First Amendment”), and April 29, 2020, (“Second Amendment”), and October 31, 2023 (“Third Amendment”), and January 16, 2024 (“Fourth Amendment”); and

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

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

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the revisions to the Project scope contained in Contract Amendment #5 attached hereto and incorporated herein as Exhibit A to this Fifth Amendment.
2. The total compensation amount stated in Section 4(C) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of \$526,699.09.
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 Fifth Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional (“the Effective Date”).

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

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

FREESE AND NICHOLS, INC.

By: _____

Jerry Ducay
City Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Contract Amendment #5
Revised Scope of Services

(attached)

EXHIBIT A

Scope of Services for Roberts Road from Glade Road to Birch Avenue Contract Amendment #5

Project Understanding:

The City of Colleyville intends to conduct a traffic signal warrant at the intersection of Roberts Road and Glade Road. This amendment covers obtaining traffic counts, effort required to conduct the signal warrant analysis, and effort to summarize and provide the results to the City.

Special Services

A. Obtain and Review Traffic Counts (Task 1)

The Traffic Count Data shall be submitted to the OWNER per the approved Project Schedule.

- a. FNI will obtain and review traffic counts as follows.
 - i. FNI will contract with a professional traffic counting firm to obtain turning movement counts at the intersection of Roberts Road at W Glade Road. The traffic counts will include 24-hr weekday turning movement counts scheduled on a Tuesday, Wednesday, or Thursday while schools are in session.
 - ii. FNI will review and summarize the traffic count data for input into the Traffic Signal Warrant Analysis.
- b. ASSUMPTIONS
 - i. All traffic counts will be summarized in 15-minute intervals and include basic vehicle classification.
- c. DELIVERABLES
 - i. Detailed intersection turning movement count data

B. Perform Traffic Signal Warrant Analysis (Task 2)

The traffic signal warrant analysis results shall be submitted to the OWNER per the approved Project Schedule.

FNI will perform traffic signal warrant analysis as follows:

- a. FNI will analyze the intersection traffic count data to determine if the intersection meets traffic signal warrants based on volumes (Warrant 1, 2 & 3) as set forth in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Warrant analysis would be based on existing traffic and proposed Phase 1 lane geometry conditions at the intersection.
- b. FNI will prepare a technical memorandum detailing the results of the traffic signal warrant analyses and provide supporting information.
- c. FNI will conduct a maximum of one (1) review meeting with OWNER staff to discuss the results of the analysis.
- d. ASSUMPTIONS

- i. The review meeting with OWNER staff will be conducted virtually using Microsoft Teams.
 - ii. All deliverables will be provided in an electronic format via email.
 - iii. No traffic analysis will be performed except that required to determine if the intersection meets a traffic signal warrant
- e. DELIVERABLES
 - i. Technical memorandum detailing the results of the traffic signal warrant analyses including traffic count data.

COMPENSATION

FNI agrees to provide the professional services described above for a price not to exceed amount of eight thousand six hundred dollars and zero cents (\$8,400.00).

**City of Colleyville - Roberts Road
Amendment No. 5 - Fee Summary**

Basic Services (Not-to-Exceed)	Original Authorization	Amendment #1	Amendment #2	Amendment #3	Amendment #4	Amendment #5
Project Administration	\$ 11,199.00	\$ -	\$ -	\$ 5,870.00	\$ 10,721.00	\$ -
Roadway Design - Colleyville	\$ 116,625.00	\$ -	\$ 15,182.00	\$ 32,718.00	\$ 67,638.00	\$ 8,400.00
Roadway Design - Grapevine	\$ -	\$ 10,595.00	\$ -	\$ -	\$ -	\$ -
Water and Sewer Design - Colleyville	\$ -	\$ -	\$ 109,153.00	\$ -	\$ -	\$ -
Bid Phase	\$ 5,934.00	\$ -	\$ -	\$ -	\$ 6,429.00	\$ -
Construction Phase	\$ 13,702.00	\$ -	\$ -	\$ -	\$ 11,710.00	\$ -
Basic Services (Not-to-Exceed) Subtotal	\$ 147,460.00	\$ 10,595.00	\$ 124,335.00	\$ 38,588.00	\$ 96,498.00	\$ 8,400.00
Special Services (Not-to-Exceed)	Original Authorization	Amendment #1	Amendment #2	Amendment #3	Amendment #4	Amendment #5
Public Meeting	\$ 4,440.00	\$ (4,440.00)	\$ -	\$ -	\$ -	\$ -
Environmental	\$ 7,604.00	\$ -	\$ -	\$ (4,064.91)	\$ -	\$ -
Topographic Survey - Colleyville	\$ 17,969.00	\$ -	\$ -	\$ -	\$ -	\$ -
Topographic Survey - Grapevine	\$ -	\$ 3,393.00	\$ -	\$ -	\$ -	\$ -
ROW Documents	\$ 2,760.00	\$ -	\$ -	\$ -	\$ -	\$ -
TDLR Registration, Review, and Inspection	\$ 1,035.00	\$ -	\$ -	\$ -	\$ 1,226.00	\$ -
Water Design - Grapevine (50%)	\$ -	\$ 32,693.50	\$ -	\$ -	\$ -	\$ -
Water Design - Colleyville (50%)	\$ -	\$ 32,693.50	\$ -	\$ -	\$ -	\$ -
Franchise Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ 2,006.00	\$ -
Glade Road - Right Turn Lane	\$ -	\$ 3,508.00	\$ -	\$ -	\$ -	\$ -
Special Services (Not-to-Exceed) Subtotal	\$ 33,808.00	\$ 67,848.00	\$ -	\$ (4,064.91)	\$ 3,232.00	\$ -
Authorization Total	\$ 181,268.00	\$ 78,443.00	\$ 124,335.00	\$ 34,523.09	\$ 99,730.00	\$ 8,400.00
Project Total Fee	\$ 181,268.00	\$ 259,711.00	\$ 384,046.00	\$ 418,569.09	\$ 518,299.09	\$ 526,699.09



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 1/16/2024

Number Resolution R-23-4907

Type Resolution

Department Engineering

Title

Approval to purchase a replacement Vactor 2100i Sewer Cleaner truck from Kinlock Equipment & Supply, Inc., through the HGAC Purchasing Program in an amount not to exceed \$514,214.00, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

This item seeks approval to purchase a replacement Vactor 2100i Sewer Cleaner truck for the Public Works Wastewater Division from Kinlock Equipment & Supply, Inc., through the HGAC Purchasing Program in an amount not to exceed \$514,214.00.

The City uses a combination vacuum and hydro-jetting vehicle to perform required maintenance on the City's 179 miles of sewer line. This equipment cleans and removes debris such as roots, rags, sludge, fats, oils, and grease from the sewer collection system to prevent sanitary sewer overflows. In addition, the Vactor truck is utilized to locate underground utilities (water and sewer lines) prior to excavation repairs. Unlike backhoes or other excavating equipment, the Vactor truck uses high pressure water that reduces potential damage to fragile underground utility infrastructure.

In order to maintain the City's fleet in an effective and efficient manner, the vehicles are replaced at established milestones. Criteria considered when determining the end of a vehicle's useful life includes, but is not limited to mileage, age, motor hours, past maintenance, and overall condition.

The existing Vactor truck will be retained as a back-up unit, and could be utilized by the Drainage Division as preventative maintenance of main line cleaning in the storm water sewer system.

The State mandates only a franchise motor vehicle dealer can legally pass title on a new motor vehicle. The proposed Vactor unit is mounted on an International HV607 chassis and the cooperative purchasing contract being utilized through HGAC is with Santex Truck Centers, dba Kyrish Truck Center. If approved, the purchase order generated will be issued to Santex Truck Centers, dba Kyrish Truck Center. Kinlock Equipment & Supply, Inc., will coordinate the installation and delivery of the Vactor equipment, and provide training to City staff.

Financial Impact

Funding for this replacement equipment is available in the Utility Capital Projects Fund.

Recommendation

Approve

Attachments

1. Vactor 2100i HGAC Proposal
2. HGAC Cost Breakdown

Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty International HV607 Truck Chassis

For



Dan Federico
Tel: 813.713.1455

PRODUCT DESCRIPTION

- 2100i with Roots 824-16" Hg. Blower, 10 Yard Debris body, 1000 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts w/Rack
- Vacuum Tube Storage: Rear Door (2) Pipe
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks
- Dual Stainless Steel Float Shut Off
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump
- 1" Water Relief Valve
- Microstrainer Prior to Blower
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
- Tachometer & Hourmeter/Blower
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 7" Pipe
- Low Water Alarm with Water Pump Flow Indicator
- Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge

ADDITIONAL FEATURES

- Roots 824-16" Hg. Blower
- 180 Degree Rotation, 10' x 15' Rapid Deployment Boom
- Rotatable Boom Inlet Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- Hydraulic Cooling Package
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Debris Body Washout
- 6" Rear Door Knife Valve w/ Camloc w/Port, 6:00 position
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack, Curbside, Hydraulic 7" Pipe
- Folding Pipe Rack, Streetside, Hydraulic 7" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Bellypack Wireless Controls w/ Hose Reel Controls- 2 Way Communications & LED Display
- Hot Shift Blower Drive (automatic transmission)
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube
- Hose Wind Guide (Dual Roller), Auto, Non-Indexing
- Rodder Hose Pinch Roller
- High Pressure Hose Reel (Mid-Ship, Passenger Side)
- High Pressure Hose Reel (Front Bumper Mounted, Drivers Side)
- Digital Water Level Indicator
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrowstick
- Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
- Worklights (2), LED, Boom
- Worklights (2), LED, Rear Door
- Work Light, LED, Operators Station
- Work Light, LED, Hose Reel Manhole
- Work Light, LED, Curb Side
- Work Light, LED, Street Side
- 14 Light Package – 14 Federal Signal Strobe Lights - LED
- Toolbox, Behind Cab
- Camera System, Front and Rear
- Safety Cone Storage Rack - Post Style
- Water Cooler Storage Rack
- (1) 7" Adjustable Air Adapter
- 1" x 25' Leader Hose Assembly
- (1) Offset Manhole Roller
- Chassis, Single Axle, 2025 International HV607 SBA, 370 HP, Auto, 46,000 GVWR, GHG

Module Paint Match Cab - Yes

Module Paint Color - Gray

Cab Color – Gray

Door Stripe Color - None

Chassis Axle - Single

Certified Unit Weight Required - No

Total HGAC Cooperative Purchasing Contract Price F.O.B. Colleyville, TX:

\$514,214.00

Product Model: 2100i

Quote Number: 2023-70307

Proposal Date: 1/11/2024

Quote Number: 2023-70307

Price List Date: 11/17/2023

Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Price valid until 2.11.24.
2. Prices quoted herein are in accordance with HGAC Contract # SC01-21.
3. Under Texas Motor Vehicle laws, this vehicle must be sold via a Texas franchise motor vehicle dealer. Therefore, any Purchase Order issued in conjunction with this quote must be in the name of Kyrish Truck Center of Houston, HGAC Contract # HT06-20.

SIGNED BY:

Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364





CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

HT06-20

Date
Prepared:

1/5/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF COLLEYVILLE	Contractor:	SANTEX TRUCK CENTERS, LTD
Contact Person:	JON ESCAMILLA	Prepared By:	CARLOS WEEBER
Phone:	817-503-1360	Phone:	713-674-3444
Fax:		Fax:	
Email:	jescamilla@colleyville.com	Email:	cweeber@kyrishtrucks.com

Product Code:	F10	Description:	2025 HV607 4x2 WITH VACTOR 2100i BODY
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	74420
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
01GBP FRAME REINFORCEMENT OUTER C 120K PSI	2060	13BCS TRANS ALLISON AUTO 3000 RDS	6476
02ARY AXLE FRONT MERITOR 20K WIDE TRACK	2526	14AHL AXLE, REAR SGLE 26K LOCKING DIFFERENTIAL	3473
03AGA SUSPENSION FRONT SPRING 20K W/SHOCKS	791		
04EBD AIR DRYER WABCO HEATED	497		
04VGN AIR TANK PAINTED ALUM	432		
05PTB STEERING GEAR (2) {Sheppard M100/M80	1159	KINLOCH VACTOR 2100i QUOTE	404830
07BLW EXH SYST HORIZ WITH VERTICAL TAIL PIPE	2128		
08RPS RADIO AM/FM/WB/ BLUETOOTH	483		
012EZA ENGINE, CUMMINS L9 370 HP	12848		
12WUN ENGINE WATER COOLER AUX	586		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	438289

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UNPUBLISHED OPTIONS	5		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	5

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
--	---	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	512714	=	Subtotal D:	512714
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1500
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:	G. Total Purchase Price (D+E+F):	514214
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CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 1/16/2024

Number Resolution R-24-4907

Type Resolution

Department City Manager

Title

Approval of the Second Amended Regional Municipal Court Judge Agreement

Explanation

Reading and Public Hearing

On December 1, 2021, the cities of Colleyville and Keller executed a Regional Municipal Court Judge Agreement appointing Judge Carol Montgomery to serve as the presiding judge for the Regional Municipal Court. On December 21, 2021, a First Amended Regional Municipal Court Judge Agreement was approved by both cities, to provide for restating the original agreement to provide for Judge Montgomery's status as a part-time employee of the City of Colleyville and authorizing the Judge's participation in the Texas Municipal Retirement System.

The cities of Keller and Colleyville met to review the performance of Judge Carol Montgomery. Both cities agreed they wish to continue with Judge Montgomery, and reviewed the attached Second Amended Regional Municipal Court Judge Agreement which provides for Judge Montgomery to continue to serve the cities, provides for a salary increase, an annual performance review, and a three-year term.

It is anticipated the City of Keller will approve the Second Amended Regional Municipal Court Judge Agreement at their January 16, 2024, City Council Meeting.

Financial Impact

Funding for the Second Amended Regional Municipal Court Judge Agreement is provided for in the FY24 budget.

Recommendation

Approve

Attachments

1. Second Amended Regional Municipal Court Judge Agreement

**SECOND AMENDED
REGIONAL MUNICIPAL COURT JUDGE AGREEMENT**

This second amended Regional Municipal Court Judge Agreement (“Agreement”) is made by and between the **City of Colleyville** (“Colleyville”), the **City of Keller** (“Keller”), and **Carol Montgomery** (“Judge”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Colleyville and Keller (each a “City” and collectively the “Cities”) jointly administer and operate a regional municipal court; and

WHEREAS, on December 1, 2021 the Cities executed a Regional Municipal Court Judge Agreement appointing Judge Carol Montgomery to serve as the presiding judge for the regional municipal court; and

WHEREAS, the Parties desire to enter into this Agreement amending and restating the original agreement to provide for Judge’s status as a part-time employee of the City of Colleyville and to authorize Judge’s participation in the Texas Municipal Retirement System (TMRS) program.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the Parties agree and bind themselves to the obligations, and performance of the tasks as follows:

**Article I
Purpose**

The purpose of this Agreement is for the City to contract for municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

Article II Term

This Agreement shall be effective as of January 1, 2024 (the “Effective Date”) and shall expire December 31, 2026. Notwithstanding the foregoing, the term of this Agreement may be extended by mutual written agreement of the Parties.

**Article III
Regional Municipal Court Judge**

3.1 Authority; Services. Judge shall have all authority vested under law and shall undertake Judge’s duties fairly, impartially and independently. Judge shall, in a timely and responsive manner, perform all services set forth herein and as required of municipal court judges in accordance with Cities’ respective Charters, the Cities’ interlocal agreement for combined municipal court services, the adopted policies and procedures of the regional municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the foregoing may be amended (“Services”). The Services shall include, without limitation, the following:

- (a) Preside over all municipal court proceedings;

- (b) Promptly handle all adult and juvenile arraignments (see Section 3.2 below);
- (c) Execute all arrest warrants;
- (d) Execute all court warrants;
- (e) Coordinate court activities with the municipal court administrator, prosecutor(s), city attorney(s), and other departments of the Cities as necessary;
- (f) Perform such other duties as assigned by the respective City Councils and/or the City Managers that may be commensurate with the position of Regional Municipal Court Judge; and
- (g) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable state law.

3.2 Arraignments; Magistrate Duties. Judge shall be responsible for all duties customarily performed by magistrates of municipal courts of record in Texas. In particular, Judge shall be responsible for all arraignments and magistrate duties for the regional holding facility (jointly administered by Keller, Colleyville and Southlake), subject to the terms and conditions of all existing MOUs and other agreements of the cities related to the same. Judge (or duly assigned associate judge(s)) shall, at all times during the term of this Agreement, be available on a 24/7 basis to handle all warrants, bonds, emergency orders, prisoner transfers requests, and similar matters. Compensation for these duties flow through the stipend received from Southlake in the amount of \$12,000 per year and Roanoke in the amount of \$7,300 per year, to be paid to the Judge quarterly.

3.3 Scheduling of Dockets. Judge shall be responsible for scheduling all court dockets and proceedings in coordination with the municipal court administrator to facilitate optimal court efficiency in support of the Cities' customer service goals and values.

3.4 Review and Selection Committee. The Cities have established a Municipal Judge Review and Selection Committee (the "Committee") to assist in administering the position of the regional municipal court judge. The Committee may meet from time to time to discuss, review and/or modify the administration of the regional municipal judge position, including the periodic review the Judge's performance under this Agreement. On an annual basis, a performance evaluation of judge shall be undertaken by the Cities (through their respective City Managers, or designee(s)) and presented to the Committee. Upon request by the Committee and/or Cities, Judge agrees to collaborate with the Committee to ensure the municipal court's operations, policies and orders are being effectively administered consistent with the operational goals and values of the Cities. The members of the Committee shall be made known to Judge Montgomery along with a copy of any performance evaluation.

3.5 Associate Judge(s). Judge shall, upon prior written approval of the Cities, engage the services of one or more associate judges during the term hereof, subject to all terms and conditions established by the Cities, in the Cities' sole discretion. Judge shall exercise direct supervision over all associate judges and be responsible for assigning such associate judges to act in Judge's absence in accordance with Section 30.00007(a)(4) of the Texas Government Code. Judge shall be responsible for all compensation due to all associate judges under this Agreement and shall ensure that the position of associate judge does not go vacant for more than 60 consecutive days during the term of this Agreement.

3.6 Qualifications; Trainings. Judge must be an attorney licensed by the Texas Supreme Court and must remain in good standing with the State Bar of Texas at all times during the term of

this Agreement. Judge shall further adhere to the Texas Code of Judicial Conduct and all other constitutional and statutory requirements of Judge's appointed office. The Cities acknowledge that Judge may be required to participate in training programs during the term of this Agreement and agree that the City of Southlake, as Judge's current employer, may seek equitable contribution in the form of reimbursement from the Cities for the proportionate costs of such trainings attributable to the Judge's Services under this Agreement. If at any time the Judge no longer is employed by the City of Southlake, all expenses for judicial education shall be paid by Colleyville.

Article IV Compensation

4.1 Compensation. Judge shall be compensated for the Services based upon a flat annual rate of \$150,000, payable in installments at the same time as other employees of the City are paid and subject to the same applicable deductions during the term of this Agreement. Should this Agreement terminate prior to the last day of the month, the Judge's compensation will be prorated on a daily basis for any partial month. Additionally, the Cities will provide Judge, during the term of this Agreement, (i) use of 2 iPads (to be purchased and owned by Colleyville) at least one device will be a cellular streaming device, (ii) a one-time reimbursement up to \$250.00 for judicial robe(s), (iii) a mobile telecommunications device stipend in the amount of \$100.00 per month, and (iv) beginning on January 1, 2022, the Cities shall contribute to the Judge's participation in Texas Municipal Retirement System (TMRS), which shall be administered by the Cities in such manner as may be agreed by the Parties. Judge shall not be entitled to any other compensation of the Cities under this Agreement unless otherwise agreed by the Parties in writing.

4.2 Part-Time Employee Status. The Parties intend and agree that Judge shall be a part-time employee of the City of Colleyville during the term of this Agreement. Notwithstanding Judge's status as a part-time employee, the provisions of this Agreement shall govern the employee benefits available to Judge from the Cities and said benefits shall be limited to those expressly stated in this Agreement, unless otherwise agreed in writing by the applicable Parties.

Article V Termination

5.1 Termination for Convenience. Any Party may terminate this Agreement, in whole or in part, at any time by providing sixty (60) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the Cities, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the Cities may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Removal of Judge. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that Judge may be removed from office only as provided by law. The removal of Judge by either City, regardless of reason, shall be mutually effective to terminate this Agreement.

5.4 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

Article VI Miscellaneous

6.1 [Intentionally Deleted]

6.2 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the Cities.

6.3 Notice. Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified:

For Colleyville:

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

For Keller:

City of Keller
Attn: Mark Hafner, City Manager
P.O. Box 770
Keller, Texas 76244
E: mhafner@cityofkeller.com

For Judge:

Carol Montgomery

6.4 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.5 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.6 Applicable Law and Venue. 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.

6.7 Amendments. This Agreement may be amended only upon written Agreement signed by the Parties.

6.8 Severability/Interpretation. 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.

6.9 Compliance with Laws. Judge shall fully comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

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

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

CITY OF COLLEYVILLE

REGIONAL MUNICIPAL COURT JUDGE

By: _____
Mayor Bobby Lindamood

By: _____
Carol Montgomery

Date signed: _____

Date signed: _____

CITY OF KELLER

By: _____
Mayor Armin Mizani

Date signed: _____



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number

Agenda Date 1/16/2024

Type Report

Department Finance

Title

Monthly Financial Report - December 2023

Explanation

Staff will present the December 2023 financial report.

Attachments

1. December 2023 Presentation
2. December 2023 Monthly Financial Report



Agenda Item - Items not for council action

Monthly Financial Report December 2023

City Council Meeting
December 16, 2024

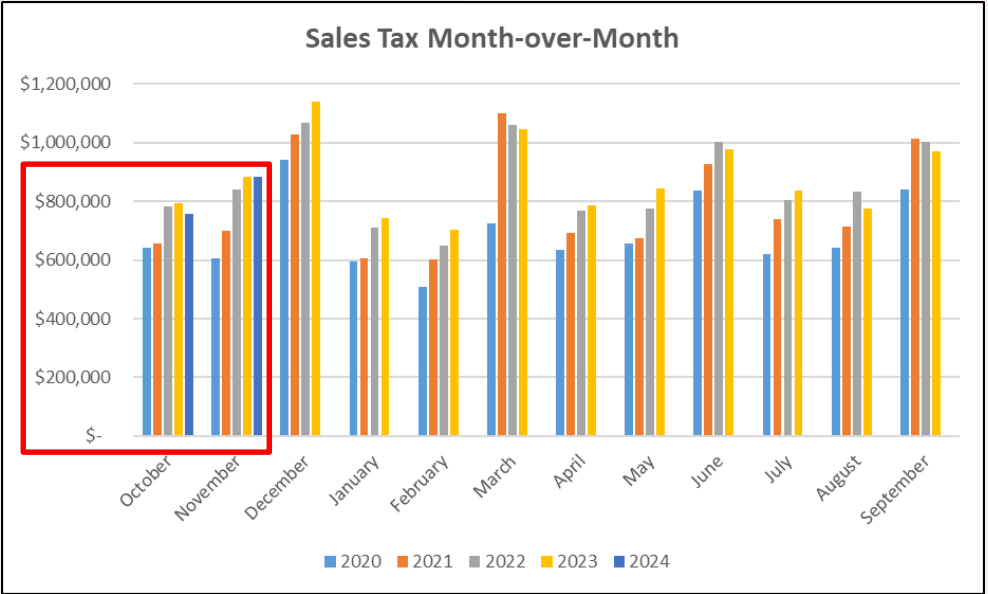
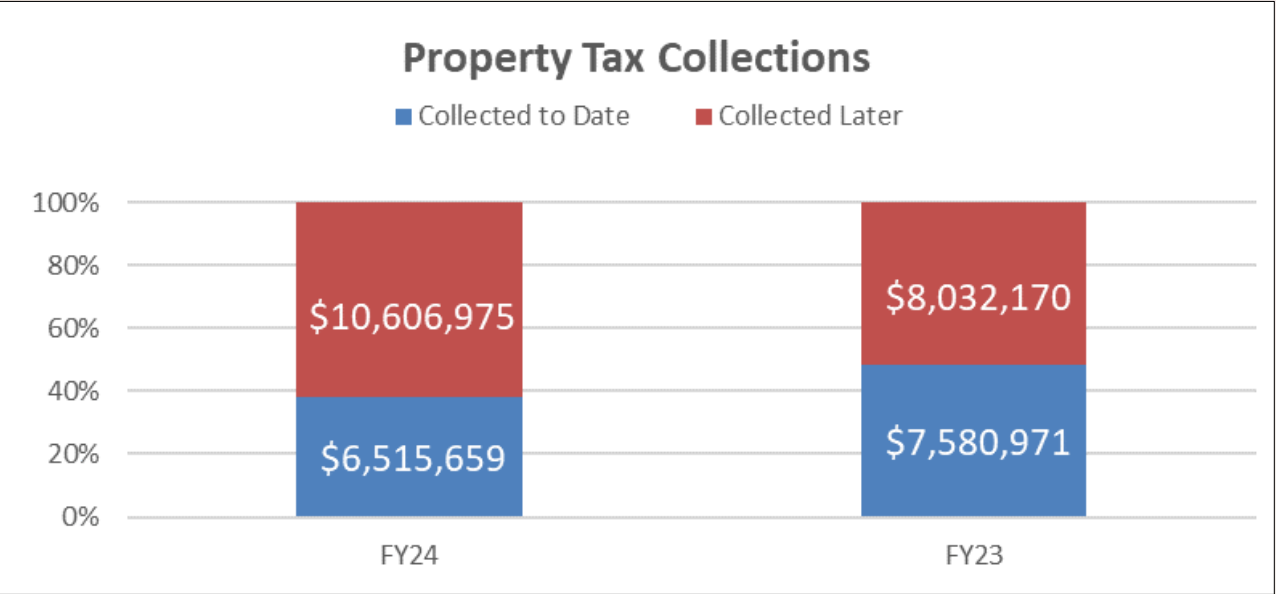
General Fund



% of year Completed 25%

% of Budget Spent 26%

	FY24 Budget		FY24 YTD		% of Budget	FY23 YTD		FY23% of Budget
Revenues	\$	28,554,942	\$	8,536,793	30%	\$	8,978,530	34%
Expenditures	\$	27,263,762	\$	7,115,509	26%	\$	6,087,715	24%
	\$	1,291,180	\$	1,421,284		\$	2,890,815	



Utility Fund



				% of year Completed	25%
				% of Budget Spent	14%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 24,552,616	\$ 5,264,552	21%	\$ 4,784,867	25%
Expenditures	\$ 24,552,616	\$ 3,474,747	14%	\$ 3,341,597	17%
	\$ -	\$ 1,789,805		\$ 1,443,270	

TRA Summary

	FY24 Budget	FY24 YTD
Revs \$	20,339,768	\$ 4,096,601
Exps \$	19,889,768	\$ 1,929,374
Net \$	450,000	\$ 2,167,227

City Summary

	FY24 Budget	FY24 YTD
Revs \$	4,212,848	\$ 1,167,951
Exps \$	4,212,848	\$ 1,545,373
Net \$	-	\$ (377,423)

Drainage Fund



% of year Completed 25%
 % of Budget Spent 28%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,482,143	\$ 370,961	25%	\$ 261,280	25%
Expenditures	\$ 738,386	\$ 203,564	28%	\$ 165,635	23%
	\$ 743,757	\$ 167,397		\$ 95,646	

Hotel Fund



				% of year Completed		25%
				% of Budget Spent		22%
	FY24 Budget	FY24 YTD		% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 202,000	\$ -		0%	\$ 891	0%
Expenditures*	\$ 188,532	\$ 42,239		22%	\$ 73,948	27%
	\$ 13,468	\$ (42,239)			\$ (73,057)	

Debt Service Fund



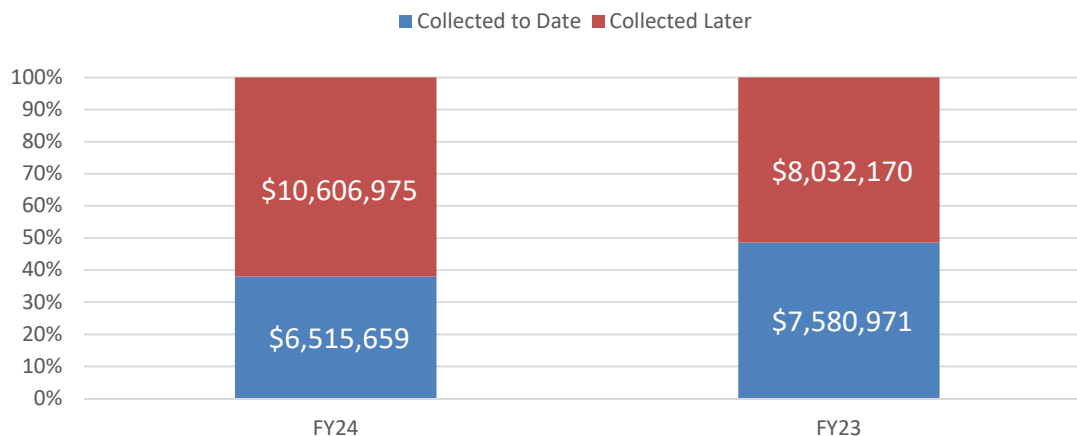
				% of year Completed		25%
				% of Budget Spent		14%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget	
Revenues	\$ 1,238,871	\$ 248,606	20%	\$ 292,278	48%	
Expenditures*	\$ 1,235,460	\$ 169,235	14%	\$ 168,485	22%	
	\$ 3,411	\$ 79,372		\$ 123,793		

Monthly Financial Report - December 2023

		% of year Completed		25%	
General Fund		% of Budget Spent		26%	
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 28,554,942	\$ 8,536,793	30%	\$ 8,978,530	34%
Expenditures	\$ 27,263,762	\$ 7,115,509	26%	\$ 6,087,715	24%
	\$ 1,291,180	\$ 1,421,284		\$ 2,890,815	

Through December, the General Fund has collected 30% of budget revenues and spent 26% of budgeted expenditures. Both revenues and expenditures are in line with where we would expect to be three months into the fiscal year. The largest General Fund revenue source is property taxes, which comprises 60% of revenues, and the City receives the majority of this revenue December through February. Thus, the revenue side of the General Fund will jump in the next several months. Expenditures are up compared to last fiscal year, which is expected with normal cost of service increases.

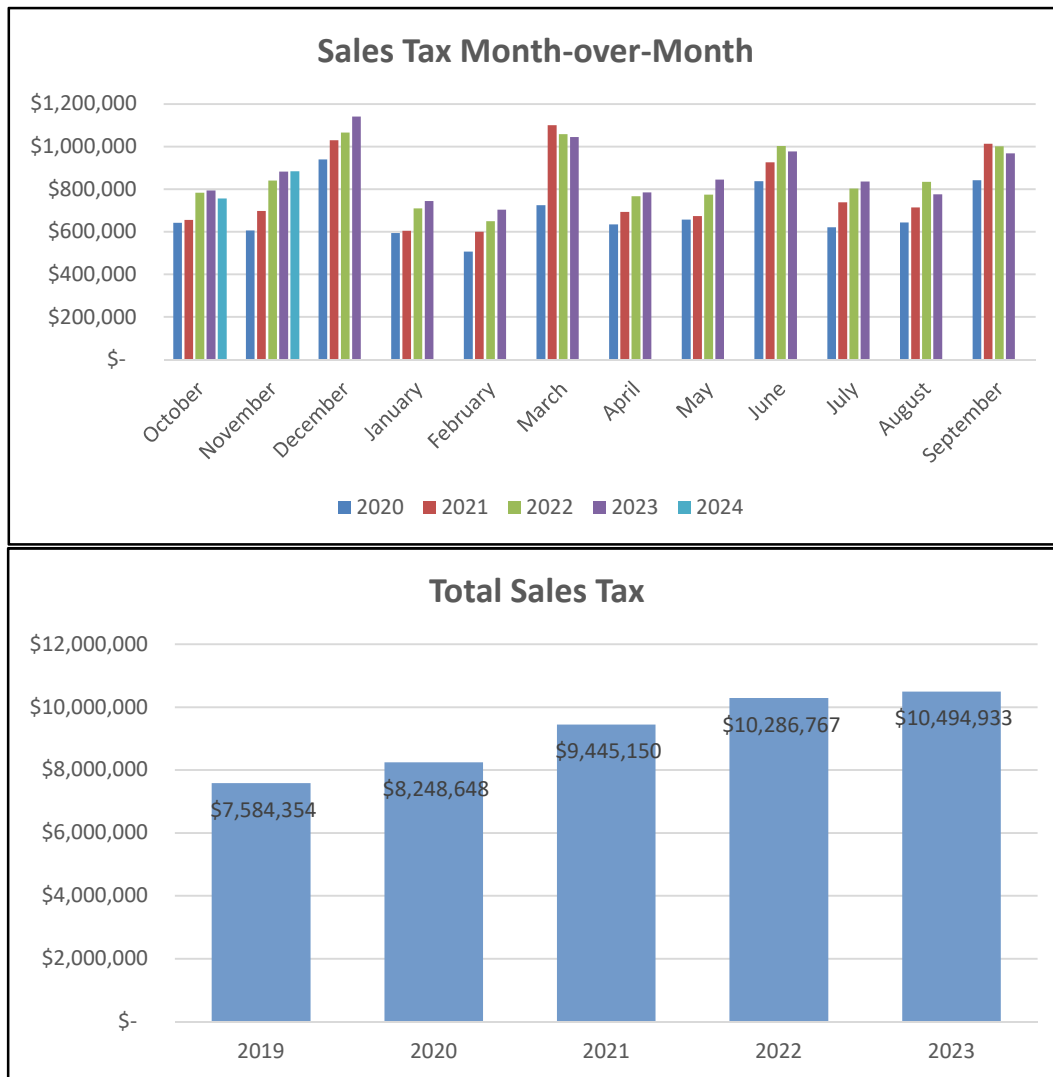
Revenue Highlight: Property Tax



Colleyville anticipates receiving \$17.1M in General Fund property tax revenue in FY24. This represents an approximately 7% increase from FY23. All of the increase in property tax was added on the M&O side; however, the new debt for the Recreation Center will be paid for out of M&O property taxes through a transfer to the Debt Service Fund. The City receives the majority of this revenue December through February.

Monthly Financial Report - December 2023

Revenue Highlight: Sales Tax



Sales tax is collected two months in arrears. The December 2023 report includes sales tax for the first month of FY24 (purchases in October 2023). Total collections were down 4.95% from the same month last year. The collection did include an audit adjustment of \$27,630. When accounting for the audit, the percentage improves to down 1.3%. It is important to note that sales tax for purchases made in October jumped 19.52% from 2021 to 2022, followed by another increase of 1.3% last year. This could be an indicator of sales tax reaching a leveling point going forward. We will continue to monitor.

Monthly Financial Report - December 2023

				% of year Completed	25%
Water/Sewer Utility Fund				% of Budget Spent	14%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 24,552,616	\$ 5,264,552	21%	\$ 4,784,867	25%
Expenditures	\$ 24,552,616	\$ 3,474,747	14%	\$ 3,341,597	17%
	\$ -	\$ 1,789,805		\$ 1,443,270	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary			City Revenue/Expense Summary		
	FY24 Budget	FY24 YTD		FY24 Budget	FY24 YTD
Revs	\$ 20,339,768	\$ 4,096,601	Revs	\$ 4,212,848	\$ 1,167,951
Exps	\$ 19,889,768	\$ 1,929,374	Exps	\$ 4,212,848	\$ 1,545,373
Net	\$ 450,000	\$ 2,167,227	Net	\$ -	\$ (377,423)

Through the second month of the fiscal year, the Utility Fund has collected 21% of its budgeted revenue and spent 14% of its budgeted expenses. As the summary above shows, the majority of our surplus is coming from our relationship with the Trinity River Authority. Just like in previous years, the City has reached its revenue requirement for the Trinity River Authority as of September and is therefore being under billed during the months of October and November. The Authority's fiscal year resets in December, so we can expect invoices that reflect the full cost of water usage for the remainder of our fiscal year. The City's portion of the Utility Fund is right in line with the break-even nature of the utility.

Monthly Financial Report - December 2023

% of year Completed 25%

Drainage Utility Fund

% of Budget Spent 28%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,482,143	\$ 370,961	25%	\$ 261,280	25%
Expenditures	\$ 738,386	\$ 203,564	28%	\$ 165,635	23%
	\$ 743,757	\$ 167,397		\$ 95,646	

The Drainage Utility Fund has received 25% of its revenue and spent 28% of its expenditures. The fund will collect more revenue than last year due to an increase in monthly drainage fee from \$7 to \$10. The purpose of the drainage fee increase is to build funding to undertake capital projects from the new Drainage Master Plan. That plan identifies \$44M in needed improvements throughout the City.

Monthly Financial Report - December 2023

% of year Completed 25%

Hotel Tax Fund

% of Budget Spent 22%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 202,000	\$ -	0%	\$ 891	0%
Expenditures*	\$ 188,532	\$ 42,239	22%	\$ 73,948	27%
	\$ 13,468	\$ (42,239)		\$ (73,057)	

The Hotel Tax Fund has not booked revenue yet for FY24. This fund collects revenue on a quarterly basis, and the first revenue will be received in January. The City's revenue from its one hotel has been lower than expected for the previous two fiscal years, and so we moved some expenses from this fund to other funds to account for lower revenue.

Monthly Financial Report - December 2023

				% of year Completed	25%
Debt Service Fund				% of Budget Spent	14%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,238,871	\$ 248,606	20%	\$ 292,278	48%
Expenditures*	\$ 1,235,460	\$ 169,235	14%	\$ 168,485	22%
	\$ 3,411	\$ 79,372		\$ 123,793	

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. This chart reflects property tax revenue that will be transferred from the General Fund to pay the debt on the Recreation Center.

For any questions or comments regarding this report, please contact:

Mark Wood
 Assistance City Manager
 City of Colleyville, TX
mwood@colleyville.com
 817-503-1117



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 1/16/2024

Number Resolution R-24-4908

Type Resolution

Department City Secretary

Title

Approval of a resolution calling a General Election for the purpose of electing City Councilmembers to Place 5 and Place 6, and adding a Referendum Question to the ballot to determine whether voters desire to place a proposition on a future election ballot asking the City's voters to authorize issuance of ad valorem tax bonds for expansion of the Colleyville Recreation Center, and authorizing a joint election agreement and contract for election services for the General Election and the Referendum Question with Tarrant County Elections Administration

Explanation

Reading and Public Hearing

This item provides for the election order calling a General Election for May 4, 2024, for the purpose of electing City Councilmembers to Place 5 and Place 6 and a Referendum Question to determine whether the voters desire to place a proposition on a future election ballot asking the voters to authorize issuance of ad valorem tax bonds for expansion of the Colleyville Recreation Center.

At the City Council Worksession on December 19, 2023, staff was directed to move forward to place the Referendum Question, "Should the City of Colleyville place a proposition on a future election ballot asking the City's voters to authorize the issuance of ad valorem tax bonds for expansion of the Colleyville Recreation Center, which may include a fitness center, locker room, indoor track, and multi-use field?" on the May 4, 2024, ballot.

The City contracts with Tarrant County Elections Administration for election services, which provides for citizens to vote at any early voting and election day location in Tarrant County. The City and Tarrant County will begin utilizing the Colleyville Recreation Center, Annex A, 5008 Roberts Road, for the conduct of all early voting and election day voting, beginning with early voting in February for the March primaries. The contract for the General Election and Referendum Question will not be received until late March or early April.

The attached proposed resolution provides the dates, times, and locations for voting in the General Election and Referendum Question and authorizes the joint election agreement with Tarrant County Elections Administration.

Financial Impact

Funds for the 2024 General Election and Referendum Question are allocated in the FY24 City Secretary's Office budget.

Recommendation

Approve

Attachments

1. Resolution R-24-4908

RESOLUTION R-24-4908

CALLING A GENERAL ELECTION FOR MAY 4, 2024, FOR THE PURPOSE OF ELECTING CITY COUNCILMEMBERS TO PLACE 5 AND PLACE 6 AND ADDING A REFERENDUM QUESTION TO THE BALLOT TO DETERMINE WHETHER VOTERS DESIRE TO PLACE A PROPOSITION ON A FUTURE ELECTION BALLOT ASKING THE CITY'S VOTERS TO AUTHORIZE ISSUANCE OF AD VALOREM TAX BONDS FOR EXPANSION OF THE COLLEYVILLE RECREATION CENTER, WHICH MAY INCLUDE A FITNESS CENTER, LOCKER ROOM, INDOOR TRACK, AND MULTI-USE FIELD; AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY ELECTIONS ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville, Texas, desires to conduct a General Election as set forth by the City of Colleyville Charter and Texas Election Code, Section 41.001, to be held on Saturday, May 4, 2024, at which time the voters will elect Councilmembers to Place 5 and Place 6, and answer a Referendum Question, including the conduct of early voting.

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

Sec. 1. THAT a General Election, including any necessary run-off election(s), is hereby called to be held on May 4, 2024, to elect City Councilmembers to Place 5 and Place 6, to serve until their successors are duly elected and qualified, and to add a Referendum Question, as set forth in Section 2 herein.

Sec. 2. THAT a Referendum Question is hereby added to the May 4, 2024 General Election ballot. The ballot for the Referendum Question shall read as follows:

☐ Yes	<i>Should the City of Colleyville place a proposition on a future election ballot asking the City's voters to authorize the issuance of ad valorem tax bonds for expansion of the Colleyville Recreation Center, which may include a fitness center, locker room, indoor track, and multi-use field?</i>
☐ No	

- Sec. 3. THAT the General Election and Referendum Question shall be held at Colleyville Recreation Center, Annex A, 5008 Roberts Road, Colleyville, Texas, on Saturday, May 4, 2024, from 7:00 a.m. to 7:00 p.m.
- Sec. 4. THAT the Mayor, or his designee, is authorized to negotiate and execute an agreement with the Tarrant County Elections Administration to administer the elections (the "Election Agreement") in conformance with the Texas Elections Code and City Charter.
- Sec. 5. THAT qualified persons for City Council may file as candidates by filing applications in the Office of the City Secretary, 100 Main Street, Colleyville, Texas, Wednesday, January 17, 2024 through Friday, February 16, 2024, Monday through Friday, from 9:00 a.m. to 4:00 p.m.
- Sec. 6. THAT Clint Ludwig, Elections Administrator, or his successor, 2700 Premier Street, Fort Worth, Texas 76111, is hereby appointed as Early Voting Clerk and may appoint additional deputy early voting clerks, as necessary, to properly conduct the election. Applications for ballot by mail must be received by mail no later than the close of business on Tuesday, April 23, 2024 (Mailing address: Tarrant County Elections, Early Voting Clerk, or his successor, P.O. Box 961011, Fort Worth, Texas, 76161-0011).
- Sec. 7. THAT Early Voting shall be conducted at Tarrant County's Main Early Voting location at Tarrant County Elections Center, 2700 Premier Street, Fort Worth, Texas 76111, Colleyville Recreation Center, Annex A, 5008 Roberts Road, Colleyville, Texas 76034, and locations established and to be published by the Tarrant County Elections Administration, and in conformance with the Election Agreement.
- Sec. 8. THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF JANUARY 2024.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST: **CITY OF COLLEYVILLE**

Christine Loven, TRMC	Bobby Lindamood
City Secretary	Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7a

Agenda Date 1/16/2024

Number Resolution R-23-4883

Type Resolution

Department Community Development

Title

Consideration of a variance to lot size, lot coverage, and side yard setbacks for lot 27, Community Home Addition, located at 1611 Cherry Lane, Case VC23-004 THE APPLICANT HAS WITHDRAWN THE REQUEST

Explanation

Reading and Public Hearing

UPDATE: THE APPLICANT HAS WITHDRAWN THE REQUEST. This item was removed from the table at the December 5, 2023 City Council meeting. The item was then tabled to a date certain of January 16, 2023. However, the applicant has withdrawn the request at this time due to outstanding issues with the drainage plan for the property. Once those issues have been worked out, the applicant intends to resubmit.

This item was tabled from the October 17, 2023, November 8, 2023, November 21, 2023, and at the December 5, 2023, meetings. Per the Council's request, the applicant ordered a drainage plan from a local engineering firm but what was provided is a grading plan. A fully detailed drainage plan is still outstanding. Comments have been provided to the engineering firm and staff is awaiting the revised plan. .

The applicant was present and answered questions from the City Council at the October 4, 2023, meeting. The Council discussed the need for a drainage study to understand how the increased run-off will be handled with the existing drainage. The applicant indicated they will have a drainage study for the next meeting. No one came forward to speak during the public hearing.

Colin and Janice Travis, the applicants, have submitted a request for variances to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for the lot size (area and width), lot coverage, and side yard setbacks in the R-40 Single Family Residential district. The request is to allow for the lot area of 27,355 sq. ft., lot width of 105 ft., lot coverage of 29.1%, and 10 ft. side yards.

Existing Conditions/Background: The subject property, 1611 Cherry Lane, resides at the end of Cherry Lane near the intersection with Rose Street and has R-40 zoning. The existing lot area is 27,355 sq. ft., not the required 40,000 sq. ft. The lot width is 105 ft., not the required 150 ft. This is an existing platted lot, which is not developed.

Requested Variance: The applicant is requesting a variance to the lot size (area and

width), lot coverage, and side yard setbacks to allow for a single-family home to be constructed. The existing R-40 zoning requires a minimum of 40,000 sq. ft. for the lot area, 150 ft. for lot width, 20% maximum lot coverage, and 15 ft. side yard setbacks when developed with a single-family residential use. The variance would allow for the existing lot area of 27,355 sq. ft. and lot width of 105 ft. along with a 29.1% lot coverage and 10 ft. side yard setbacks.

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

The minimum standards for the R-40 zoning district are as follows:

Minimum Lot Size	40,000 square feet	27,355 s.f.
Minimum Lot Width	150 feet	105 ft.
Minimum Lot Depth	150 feet	
Front Building Line	40 feet	
Side Building Line	15 feet	10 ft.
Rear Building Line	25 feet	
Max. Lot Coverage	20%	29.1%
Max. Impervious Coverage	50%	

Plat Status: The property is currently platted as Lot 27, County Home Addition.

DRC Review: The Development Review Committee (DRC) reviewed the request at their August 21, 2023 meeting, did not offer any comments, and scheduled the request for the City Council meeting on October 4, 2023.

Drainage: There is approximately 21.2 offsite drainage from the north and west currently being conveyed through this property. This development will be required to convey this offsite drainage under fully developed conditions through this development and into the existing wye inlet located south of this property.

Analysis: The subject property is requesting to have a variance to the lot size (area and width), lot coverage and side yard setbacks. The property is zoned R-40 and the lot size is not in compliance. When developed with a single-family residential use, the lot shall comply with the R-40 zoning district standards. A variance to the lot size (area and width), lot coverage and side yard setbacks would allow the ability to apply for and receive the necessary building permit to build a new single-family home.

Surrounding Development: The properties to the north, south, and west are zoned R-40 Single Family Residential district and are improved with single-family residential homes. The properties to the east are zoned R-20 Single Family Residential district and are improved with single-family residential homes.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was

notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on the requested variances.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Request to Withdraw
2. Aerial
3. Zoning
4. Future Land Use
5. Statement of Planning Objectives
6. Original Plat
7. Plat
8. Site Plan
9. Grading Plan Exhibit
10. Lot Size Exhibit
11. Elevation Exhibit
12. Proposed Pool Exhibit
13. Land Development Code Information
14. Notification Map
15. Notification List
16. Notification Letter
17. Letters Received
18. Resolution R-23-4883

Ben Bryner

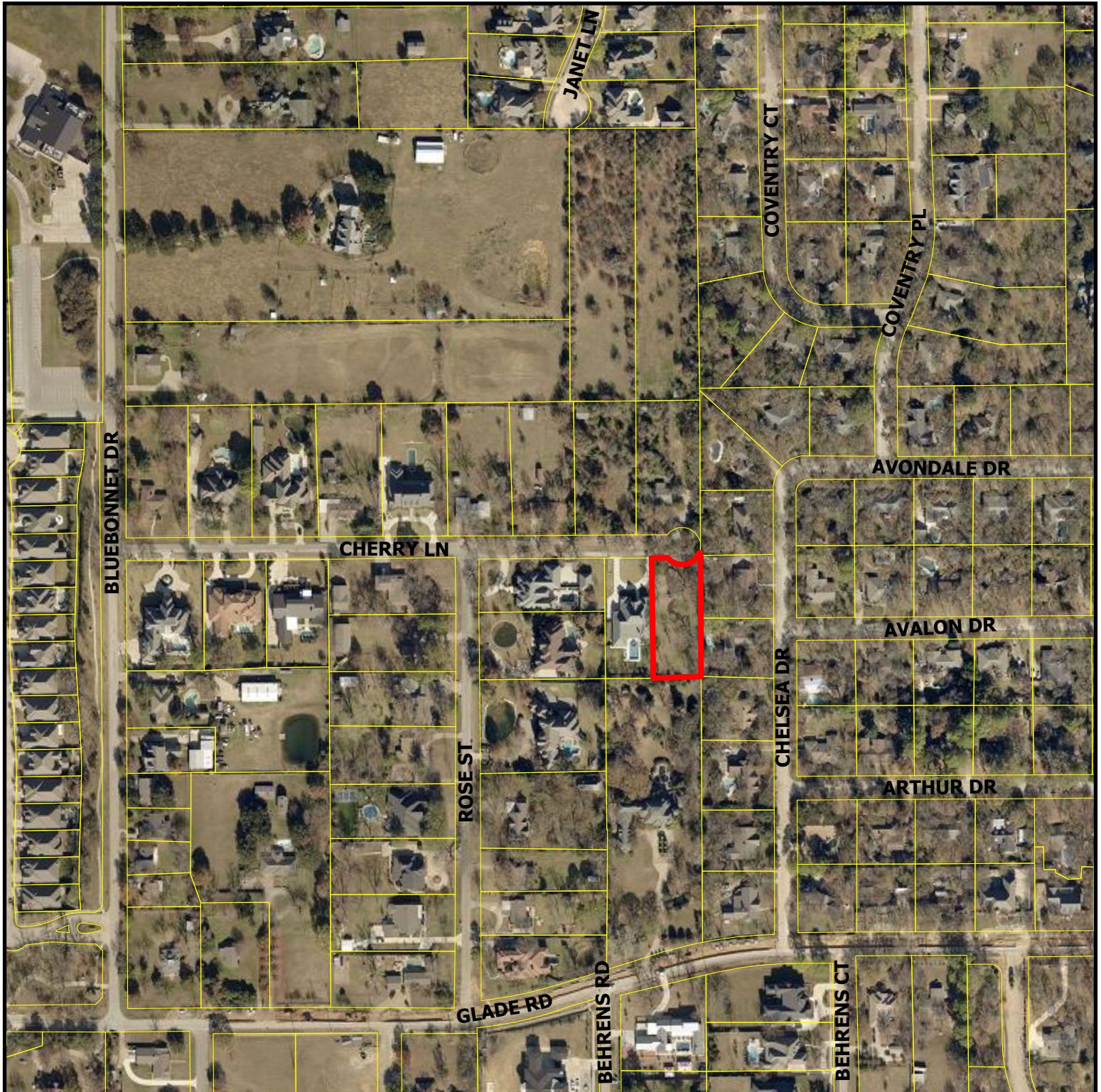
Subject: RE: Conceptual Plans 1609 Cherry

From: Janice Travis < >
Sent: Tuesday, January 9, 2024 10:15 AM
To: Ben Bryner <BBryner@colleyville.com>
Subject: RE: Conceptual Plans 1609 Cherry

Hi Ben,
Yes, please withdraw until the Engineer has time to complete a drainage plan that will satisfy the city.

*Best Regards,
Janice Travis*

Aerial Map

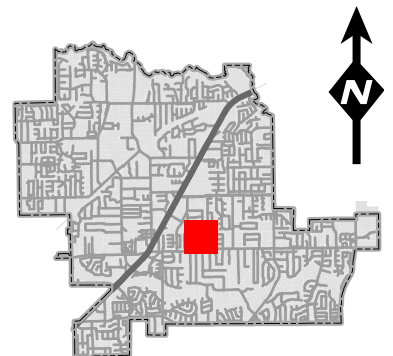


VC23-004

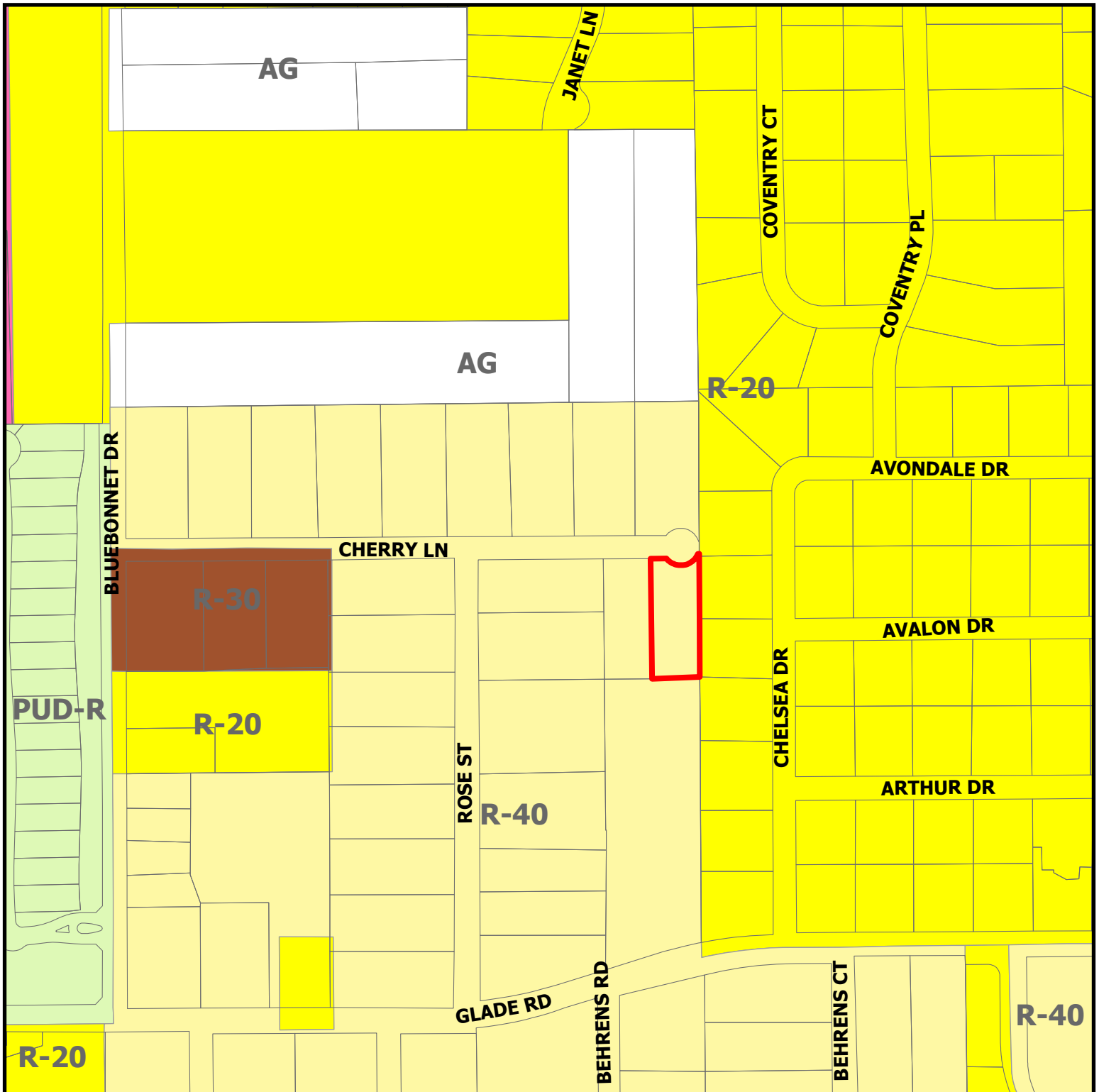
1611 Cherry Ln

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 Subject Property



Zoning Map

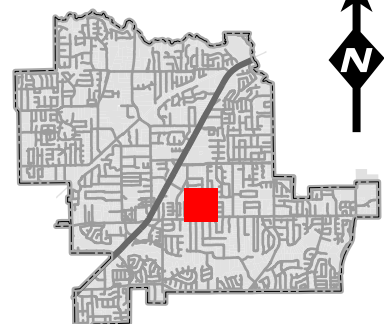


VC23-004

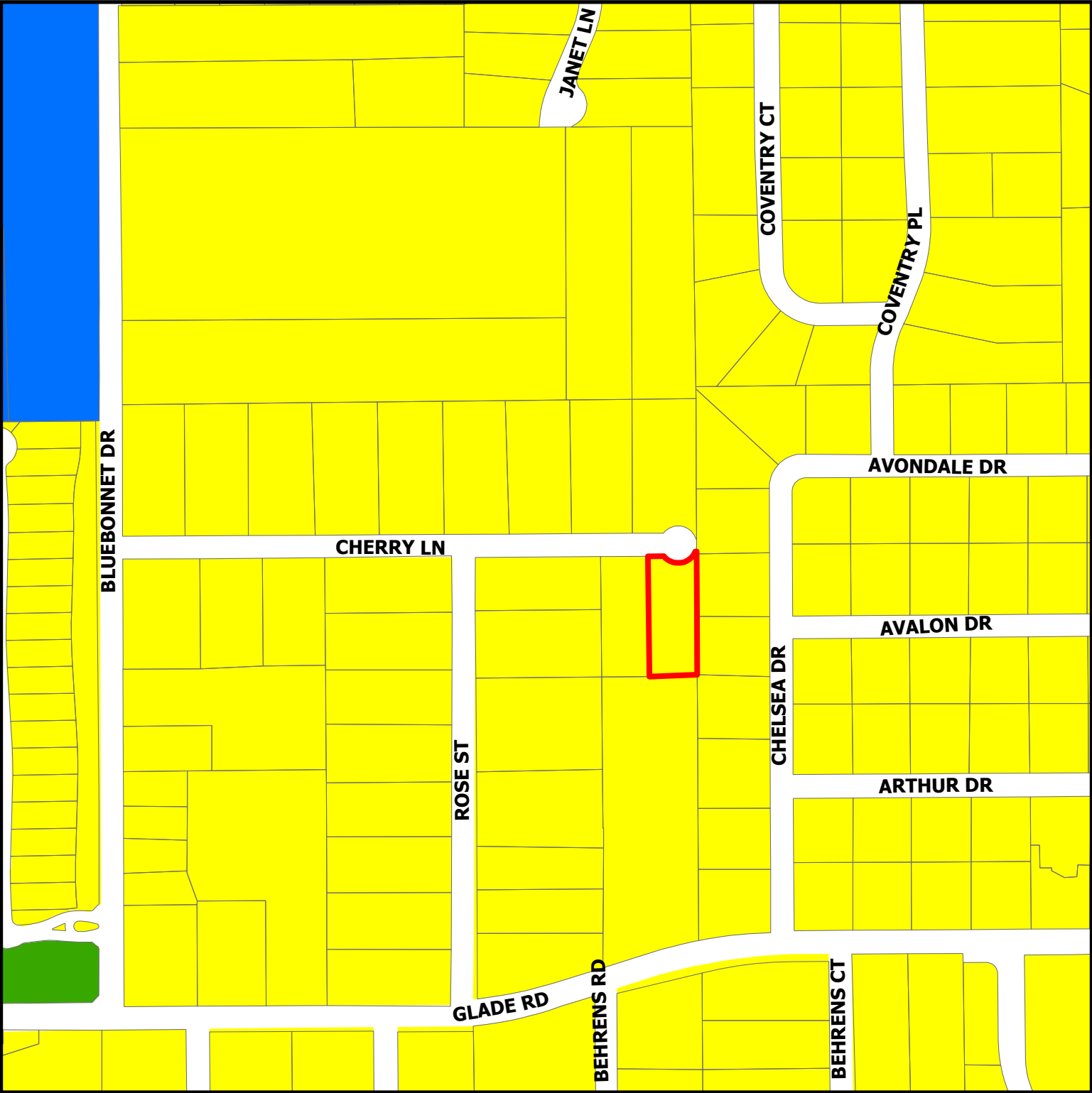
1611 Cherry Ln

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 Subject Property



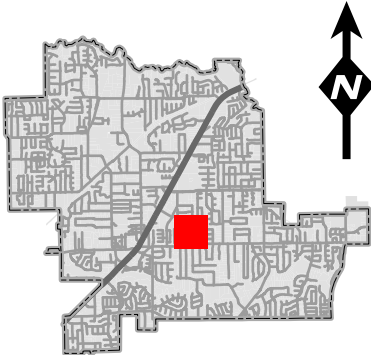
Future Land Use Map



VC23-004
1611 Cherry Ln

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- Residential
- Institutional
- Open Space; Parks
- Subject Property



August 9, 2023

Re: 1611 Cherry Lane, Colleyville 76034

Lot 27 - Community Home Addition

We would like to request a variance for 1611 Cherry Lane, Colleyville.

The City of Colleyville has advised us that a re-zoning application would not be approved, despite the fact that this lot should be zoned R20 due to the size.

In 1952 this lot was platted as it stands today. The size of the lot is approximately 27,355 sq ft. In the 1970's, Colleyville zoned the lot as R40, which requires a minimum lot size of 40,000 sq. ft. For this reason, we are requesting the following variances:

- (1) the east side setback of 10 ft, instead of the required 15 ft.
- (2) the west side setback of 10 ft, instead of the required 15 ft
- (3) lot coverage of 29 % from 20% required for R40 size lot.

This property differs from other properties in the area due to the limited size of the lot.

Special conditions and circumstances exist which differ from other structures in the area and the same district. This is a hardship as we are not allowed to build the house that we want, the lot coverage and set backs are calculated on a lot that is 30 % larger than the lot in question, 1611 Cherry Lane.

Example:

R20 side yard setback 10 ft.

R40 side yard setback 15 ft.

R20 Maximum Lot coverage of 30% of 27,355 sq ft = 8206 sq ft of under roof which includes all garages, patios, porch, outdoor kitchen.

R40 Maximum Lot coverage of 20% of 27,355 sq ft= 5471 sq ft of under roof which includes all garages, patios, porch, outdoor kitchen.

We ask that you consider approving the variances.

Sincerely,

Colin and Janice Travis



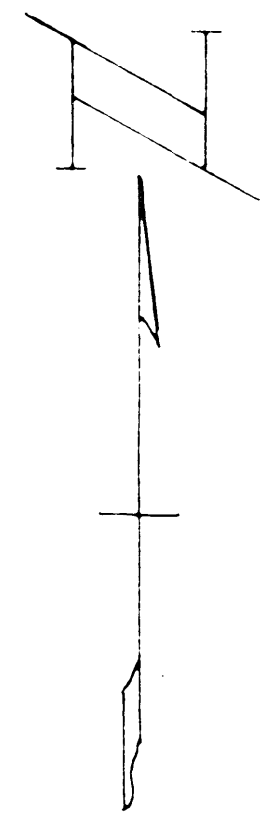
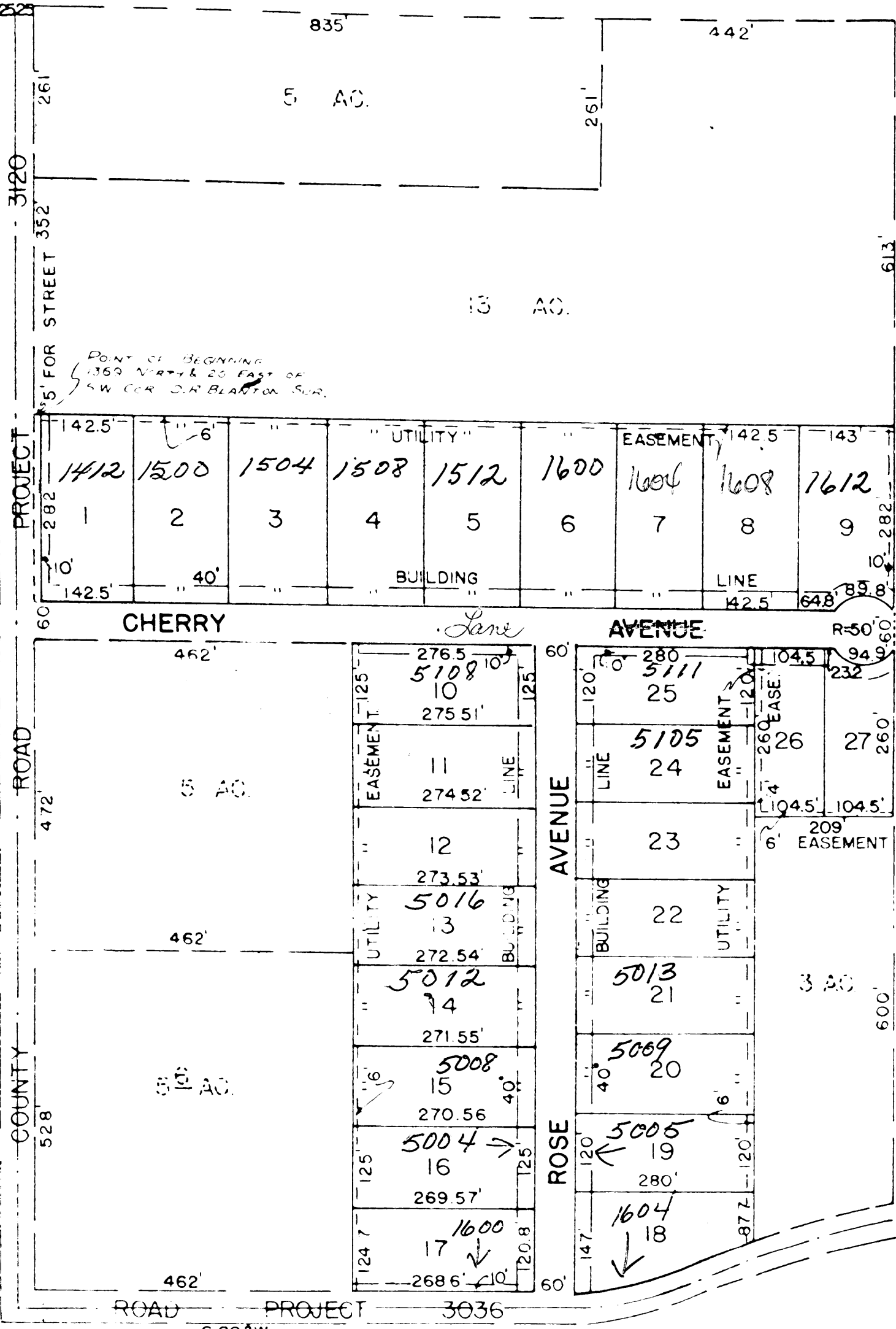
BY uu yarr
CLERK OF COMM COURT

FRANK H. PAYNE & ASSOC
CIVIL ENGINEERS



Plot Record Volume
388-R
Page 40
Rec'd 1/52

M. J. LOONEY SURVEY



SCALE: 1"=200'

APPROVED _____ 1952

GRAPEVINE, TEXAS

BY Walter L. Hite
MAYOR

BY _____
SECRETARY

AUTHORIZED BY ORDER OF THE
COMMISSIONERS COURT OF
TARRANT COUNTY, TEXAS.

THIS 24th DAY OF May 1952

MELVIN (MEL) FAULK
COUNTY CLERK

BY an darr
CLERK OF COMM COURT

G.W. TEETER SURVEY

PLAT SHOWING

LOTS 1-27

COMMUNITY HOME ADDITION

TO

GRAPEVINE, TARRANT COUNTY, TEXAS

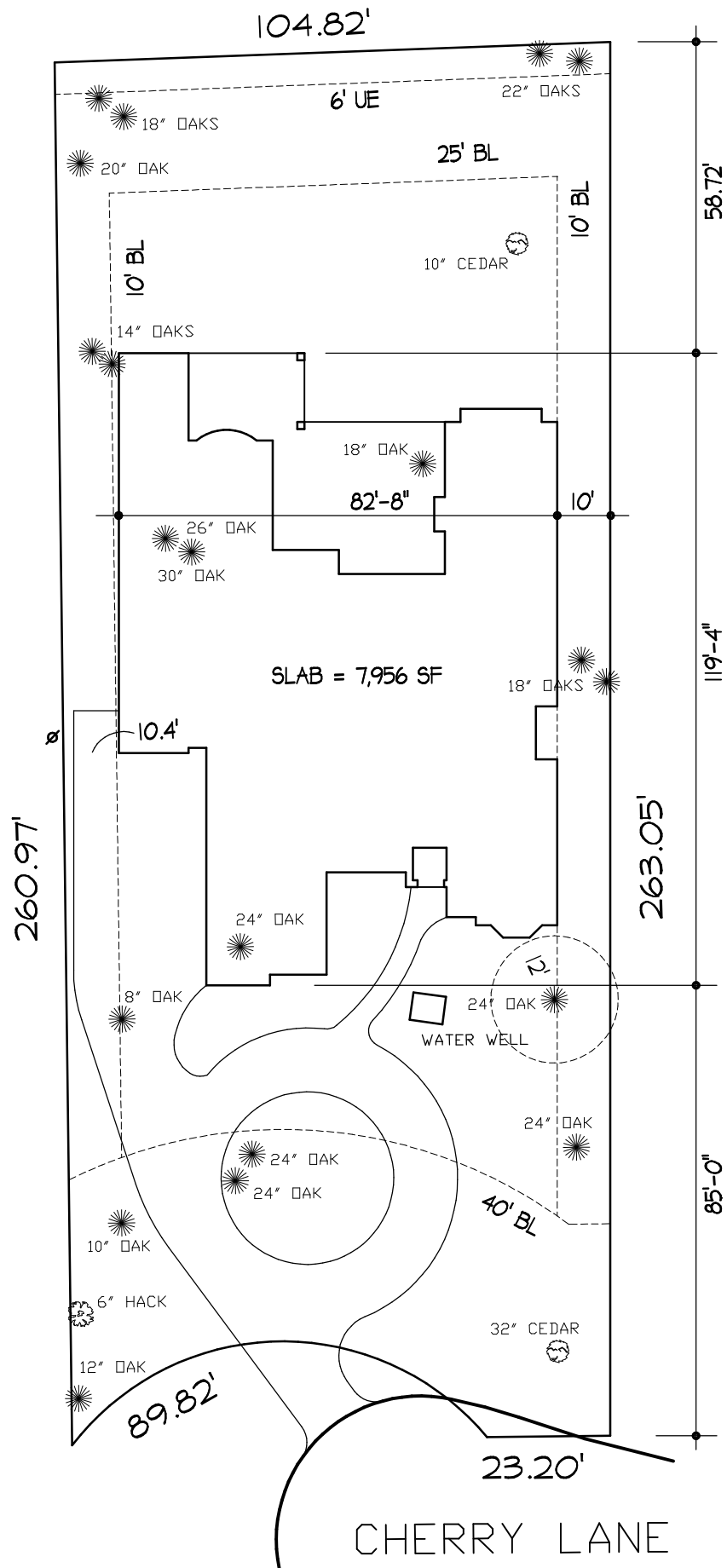
SURVEYED APRIL, 1952

BY

FRANK H. PAYNE & ASSOC
CIVIL ENGINEERS



Plat Record Volume
388-R
page 110
recorded 1952



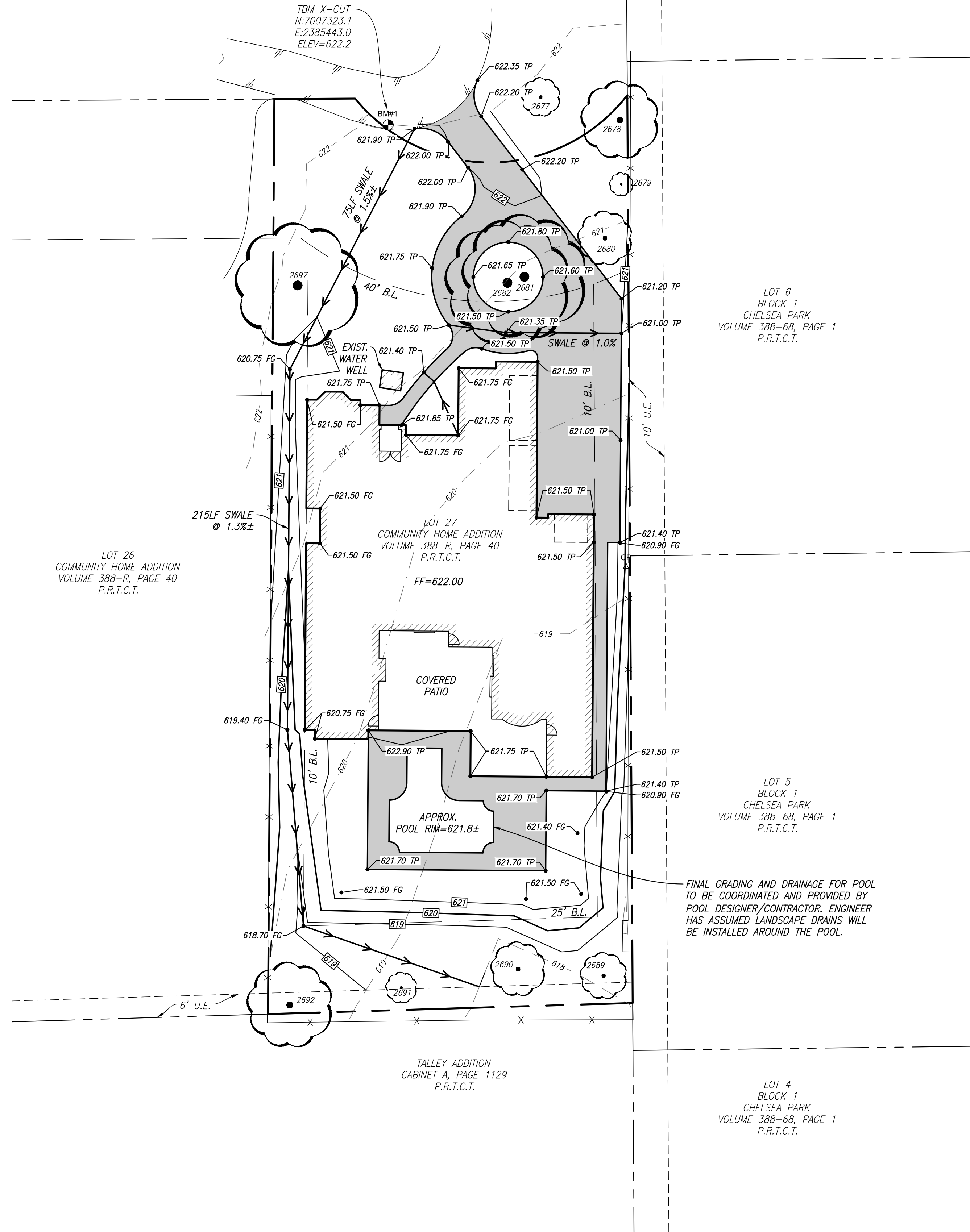
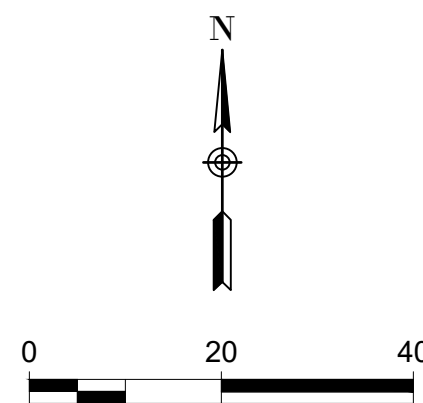
PLOT PLAN

SCALE: 1"=20'

LOT 27
COMMUNITY HOME ADD'N
COLLEYVILLE, TEXAS

NORTH

LOT = 27,355 SF
SLAB = 7,956 SF
COVERAGE = 29.1%



LEGEND:

- PROPERTY LINE
- EX. CONTOURS
- PROP. CONTOURS
- EASEMENT / UTILITY EASEMENT (U.E.)
- BUILDING SETBACK / BUILDING LINE (B.L.)
- DRAINAGE AREA
- VALLEY
- PROPOSED DRIVEWAY
- FLOW ARROW
- SILT FENCE
- BACK OF CURB
- FACE OF CURB
- FINISH GRADE (UNPAVED)
- FLOW LINE
- FINISHED PAD
- EX. GRADE
- EXISTING
- HIGHPOINT
- TOP OF PAVEMENT
- FINISHED FLOOR ELEVATION
- TOP OF WALL
- BOTTOM OF WALL

GRADING NOTES:

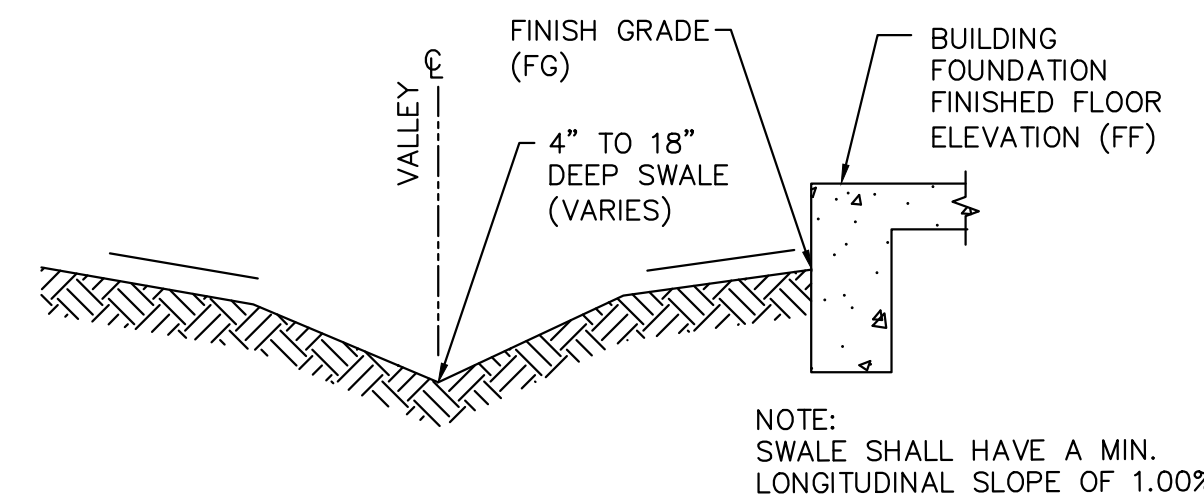
- THIS GRADING PLAN IS DESIGNED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE STRUCTURES IN ALL DIRECTIONS. THE CONTRACTOR SHALL FIELD VERIFY AND MAKE ELEVATION CHANGES AS NECESSARY TO ENSURE POSITIVE DRAINAGE OCCURS.
- ALL YARD DRAINS AND RETAINING WALLS ARE SHOWN APPROXIMATE ONLY; FINAL LOCATIONS, HEIGHTS, ELEVATIONS AND OUTFALLS SHALL BE SET AND CONFIRMED BY THE LANDSCAPE PLAN PREPARED BY A LANDSCAPE ARCHITECT.
- MINOR GRADING ADJUSTMENTS NEED TO BE DISCUSSED WITH THE ENGINEER AS REQUIRED AND MINOR ADJUSTMENTS GRADES IN THE FIELD AS TO MATCH FLOW ARROWS MAINTAINING SLOPES AS FOLLOWS.

	MIN.	PREFERRED	MAX.	MAX. PREFERRED
LAWN	1.0%	2.0%	3H:1V	4H:1V
ASPHALT	0.75%	1.0%	15%	10.0%
CONCRETE	0.5%	0.75%	15%	10.0%
SIDEWALK	0.5%	1.0%	5%	2%

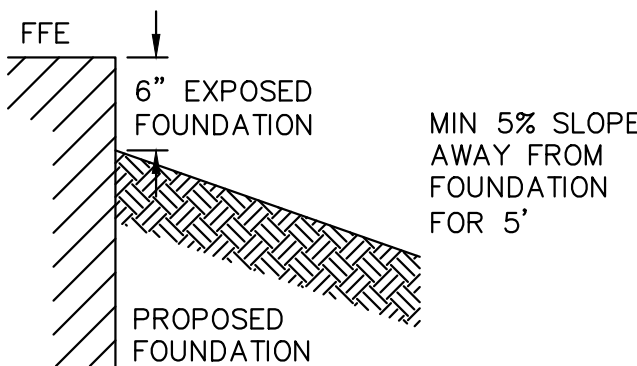
FLOOD PLAIN NOTE:

ACCORDING TO THE INFORMATION SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) "FLOOD INSURANCE RATE MAP" (FIRM), COMMUNITY PANEL NO. 48363C0275F, REVISED 04/05/2019, PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE "SPECIAL FLOOD HAZARD AREA" (SFHA) - AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTE:
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION/EXCAVATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON COMBINATION OF FIELD SURVEY & CITY RECORD DRAWINGS.



SWALE SECTION
NOT TO SCALE



GRADING ADJACENT TO STRUCTURE DETAIL
NOT TO SCALE

JANICE TRAVIS
1609 CHERRY LANE
COLLEYVILLE, TX 76034
214-204-6000
jtravis@pci.world

1609 CHERRY LANE
NEW RESIDENTIAL HOME
CITY OF COLLEYVILLE
TARRANT COUNTY, TEXAS

GRADING &
DRAINAGE
PLAN

WHITWORTH
ENGINEERING
DIAMOND J W I N C



5700 LIONFISH WAY - FORT WORTH, TX - 76131
817-236-6106 - PLANS@RUWE.COM - F-3973

REVISIONS		
#	DATE	DESCRIPTION

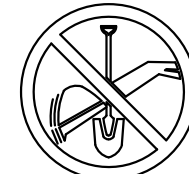
PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REGULATORY REVIEW AND PERMITTING. IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. THIS DOCUMENT WAS PREPARED UNDER THE DIRECT SUPERVISION OF:

CAMERON EHN, PE 129176
NAME LICENSE NO.
11/20/2023
DATE

WE NO	007677-11075	SHEET NO.
DATE	11-20-2023	C1.00
DRWN	DSGN	CHKD
CAS	CTE	CTE

BEFORE YOU DIG CALL:
1-800-245-4545



TEXAS 811
TEXAS ONE CALL SYSTEM

Lot Size for surrounding area in R40 district

1.	Lot 1	40,616
2.	Lot 2	41,566
3.	Lot 3	42,706
4.	Lot 4	42,634
5.	Lot 5	42,814
6.	Lot 6	42,109
7.	Lot 7	41,889
8.	Lot 8	40,795
9.	Lot 9	41,843
10.	Lot 10	33,871
11.	Lot 11	35,063
12.	Lot 12	33,146
13.	Lot 13	35,089
14.	Lot 14	32,798
15.	Lot 15	33,776
16.	Lot 16	34,048
17.	Lot 17	33,392
18.	Lot 18	32,557
19.	Lot 19	27,428
20.	Lot 20	26,436
21.	Lot 21	47,794
22.	Lot 22 & 23 combined 57,978	
23.	Lot 24	42,000
24.	Lot 25	33,032
25.	Lot 26	27,566
26.	Lot 27	27,355

Of 27 Lots in "Community Home Addition" platted in 1952, only 11 have the R-40 District Minimum requirement of 40,000 sq. ft. the other 16 are less than the minimum requirement.



artistic conception

 **Pool Studio**



SECTION 3.24.G – SCHEDULE OF DISTRICT REGULATIONS

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

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

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

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

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

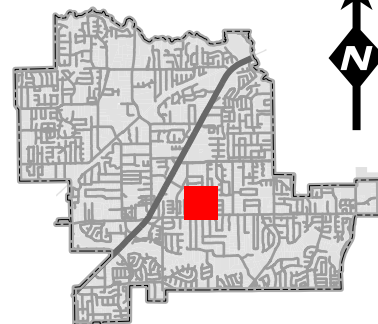
Notification Map



VC23-004

1611 Cherry Ln

-  Parcels to be notified
-  Buffer
-  Subject Property



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OBJECTID	Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
55	MONTCLAIR PARC ADDITION	1108 W. Pioneer Parkway	ARLINGTON ,TX	76013	COURTESY NOTICE
33	STEWART, LARRY	1509 CHERRY LN	COLLEYVILLE, TX	76034	5016 ROSE ST
27	WOODCOCK, DAVID	1512 CHERRY LN	COLLEYVILLE, TX	76034	1512 CHERRY LN
17	DAMERON, RAY	1600 CHERRY LN	COLLEYVILLE, TX	76034	1600 CHERRY LN
36	TRAVIS, COLIN	1609 CHERRY LN	COLLEYVILLE, TX	76034	1609 CHERRY LN
4	ROGERS, NANCY	1612 CHERRY LN	COLLEYVILLE, TX	76034	1608 CHERRY LN
37	DUCIC, YADRANKO	1700 GLADE RD	COLLEYVILLE, TX	76034	1700 GLADE RD
49	PARKER, TIMOTHY	1704 ARTHUR DR	COLLEYVILLE, TX	76034	1704 ARTHUR DR
3	DAVIS, RICHARD J	1704 AVALON DR	COLLEYVILLE, TX	76034	1704 AVALON DR
39	DUNN, MARC P	1704 AVONDALE DR	COLLEYVILLE, TX	76034	1704 AVONDALE DR
46	STANLEY, REBECCA S	1704 GLADE RD	COLLEYVILLE, TX	76034	1704 GLADE RD
18	MILNER, WALTER J	1705 ARTHUR DR	COLLEYVILLE, TX	76034	1705 ARTHUR DR
45	CASILIO JOELLEN TR	1705 AVALON DR	COLLEYVILLE, TX	76034	1705 AVALON DR
42	LEPORI, WILLIS R	1705 AVONDALE DR	COLLEYVILLE, TX	76034	1705 AVONDALE DR
23	SPENCER, DANIEL	1708 ARTHUR DR	COLLEYVILLE, TX	76034	1708 ARTHUR DR
22	GILSTRAP, JEFF	1708 AVALON DR	COLLEYVILLE, TX	76034	1708 AVALON DR
10	KLINE, ALAN	1708 AVONDALE DR	COLLEYVILLE, TX	76034	1708 AVONDALE DR
5	BROWN, KATHARINE M	1709 ARTHUR DR	COLLEYVILLE, TX	76034	1709 ARTHUR DR
16	CARR, DONNA M	1709 AVALON DR	COLLEYVILLE, TX	76034	1709 AVALON DR
40	MARSHALL, M A	1709 AVONDALE DR	COLLEYVILLE, TX	76034	1709 AVONDALE DR
26	WALKER, BRYAN	1712 AVALON DR	COLLEYVILLE, TX	76034	1712 AVALON DR
41	STOWE, STEPHEN	1713 AVALON DR	COLLEYVILLE, TX	76034	1713 AVALON DR
34	MARCH, JAMES H	1713 AVONDALE DR	COLLEYVILLE, TX	76034	1713 AVONDALE DR
52	CHELSEA PARK ADDITION	1816 Avondale Drive	COLLEYVILLE ,TX	76034	COURTESY NOTICE
11	FATCAT II LLC	2140 E SOUTHLAKE BLVD STE L-675	SOUTHLAKE, TX	76092	5208 COVENTRY CT
56	GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED
32	ABBOTT, LARRY	4700 JIM MITCHELL TR E	COLLEYVILLE, TX	76034	1712 ARTHUR DR
13	OLENGUE, INNOCENT	5000 CHELSEA DR	COLLEYVILLE, TX	76034	5000 CHELSEA DR
25	HOOKS, DURAN	5004 CHELSEA DR	COLLEYVILLE, TX	76034	5004 CHELSEA DR
29	BACA, CHAD	5005 ROSE ST	COLLEYVILLE, TX	76034	5005 ROSE ST
43	MANGHAM, WEBSTER M	5008 CHELSEA DR	COLLEYVILLE, TX	76034	5008 CHELSEA DR
1	HARRINGTON, D NEAL	5012 CHELSEA DR	COLLEYVILLE, TX	76034	5012 CHELSEA DR
9	WILLIAMS, LACI	5012 ROSE ST	COLLEYVILLE, TX	76034	5012 ROSE ST
2	WINTERS, DAN L	5013 ROSE ST	COLLEYVILLE, TX	76034	5013 ROSE ST
24	KING, MARY	5016 CHELSEA DR	COLLEYVILLE, TX	76034	5016 CHELSEA DR
31	HICKEY, BRIAN DOUGLAS	5100 CHELSEA DR	COLLEYVILLE, TX	76034	5100 CHELSEA DR
19	STEWART, CONNIE	5100 ROSE ST	COLLEYVILLE, TX	76034	5100 ROSE ST
20	FORDYCE, MARK	5101 ROSE ST	COLLEYVILLE, TX	76034	5101 ROSE ST
30	BURAL, EARL	5104 CHELSEA DR	COLLEYVILLE, TX	76034	5104 CHELSEA DR
47	CLARK, HARRY P	5104 ROSE ST	COLLEYVILLE, TX	76034	5104 ROSE ST
8	HERRON, DAVID	5105 ROSE ST	COLLEYVILLE, TX	76034	5105 ROSE ST
21	MILLER, TRACY S	5108 CHELSEA DR	COLLEYVILLE, TX	76034	5108 CHELSEA DR
44	COURON, SUSAN	5108 ROSE ST	COLLEYVILLE, TX	76034	5108 ROSE ST
14	PERRY, STAN	5111 ROSE ST	COLLEYVILLE, TX	76034	5111 ROSE ST
6	TEW, TERESA A	5117 COVENTRY PL	COLLEYVILLE, TX	76034	5117 COVENTRY PL
28	DOSSANI, ANWAR A	520 E NORTHWEST HWY STE 100	GRAPEVINE, TX	76051	5209 BLUEBONNET DR
48	HARGROVE, BELINDA	5200 COVENTRY CT	COLLEYVILLE, TX	76034	5200 COVENTRY CT
50	APTE, SHIREESH	5204 COVENTRY CT	COLLEYVILLE, TX	76034	5204 COVENTRY CT
53	CRANBROOK ESTATES	P.O. Box 372	COLLEYVILLE ,TX	76034	COURTESY NOTICE
54	KINGSWOOD ESTATES-COLLEYVILLE	P.O. Box 978	COLLEYVILLE ,TX	76034	COURTESY NOTICE
15	STEWART, LARRY R	PO BOX 1497	COLLEYVILLE, TX	76034	5009 ROSE ST
7	PHILLIPS, DEAN F	PO BOX 210445	BEDFORD, TX	76095	1604 CHERRY LN



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

**City Council Meeting: Tuesday, September 19, at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

Request: Consideration of a variance for the required lot size, lot coverage, and side yard setbacks. The area and width of the lot do not comply with the minimums standards for the R-40 district. The request will allow for the construction of a new single family home.

Zoning Case: VC23-004

Applicant: Colin and Janice Travis

Owner: Colin and Janice Travis

Location: 1611 Cherry Lane

Property Description: Lot 27, Community Home Addition

Present Zoning: R-40, Single Family Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. 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.



Jacquelyn Reyer

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

ZONING CASE VC23-004

1611 CHERRY LANE

LOT 27, COMMUNITY HOME ADDITION

I protest the changes requested. The owners knew of the restrictions when it was purchased, and benefit from a less dense neighborhood.

Dan Winters

DAN WINTERS

5013 ROSE ST.

Colleyville, Tx 76034

September 12, 2023

Community Development Department
City of Colleyville

In regard to the following:

Zoning Case VC23-004
1611 Cherry Lane
Lot 27, Community Home Addition

My wife, Carol, and I have lived at 5111 Rose St, Colleyville, for the past 12 plus years. We attended the City Council meetings several years ago when the Traveses requested a similar variance for the lot at 1609 Cherry Lane where they currently live, and we spoke in favor of approval at that time. It is our opinion that the Council acted appropriately and granted that request. The reason we say appropriately is that the lot sizes at 1609 and 1611 Cherry Lane are considerably smaller than the lot description for R-40 zoning. In fact, we think a majority of the lots in this neighborhood are not a full acre, which is typical of R-40. I know our lot is smaller as well.

It is our understanding that the Traveses are requesting a larger percentage of building size to lot size and a 10 ft. set-back on the west side only of lot 27. We also understand that their request is in line with the typical requirements for lots of this size. We received a variance when we built our house for a 10 ft. set-back on one side. We cannot see why the Council would not grant the same variance on this lot as was granted on the previous lot. We can tell you that the house which the Traveses built at 1609 is very attractive and fits into the neighborhood quite nicely. Many of us who are getting older want to live in single story homes, and this creates a need for a larger building size to lot size ratio.

We would urge you to approve this request.

Sincerely,


Stan & Carol Perry

From: [Brian Hickey](#)
To: [Jackie Reyff](#)
Subject: VC23-004
Date: Tuesday, September 26, 2023 1:32:29 PM

Ms. Reyff,

I am writing regarding the zoning case noted above.

I live directly east of and next to the subject lot. I have lived here over 18 years.

The Travis's requested and received the same variance for their current lot, and the results were fantastic.

The property they built is beautiful, and the setback deltas are not noticeable at all.

Based on the proposed renderings of the home to be built, I am sure it will be just as nice.

As such, I have no issue with their request for a variance and support their request.

Should you have any questions, please contact me at your convenience.

Regards,

Brian Hickey
5100 Chelsea Drive, Colleyville



RESOLUTION R-23-4883

A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO SECTION 3.24.G, SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR LOT AREA, LOT WIDTH, LOT COVERAGE, AND SIDE YARD SETBACKS, IN THE R-40 SINGLE FAMILY RESIDENTIAL DISTRICT, FOR LOT 27, COMMUNITY HOME ADDITION, LOCATED AT 1611 CHERRY LANE

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

- Sec. 1. THAT the variance to allow for the lot area to be approximately 27,355 square feet, lot width to be 105 feet, lot coverage to be 29.1%, and side yard setbacks of 10 feet with the R-40 Single Family Residential zoning district located at 1611 Cherry Lane (the "Property"), as depicted in Exhibit "A" hereto, is approved.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 5TH DAY OF DECEMBER 2023.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

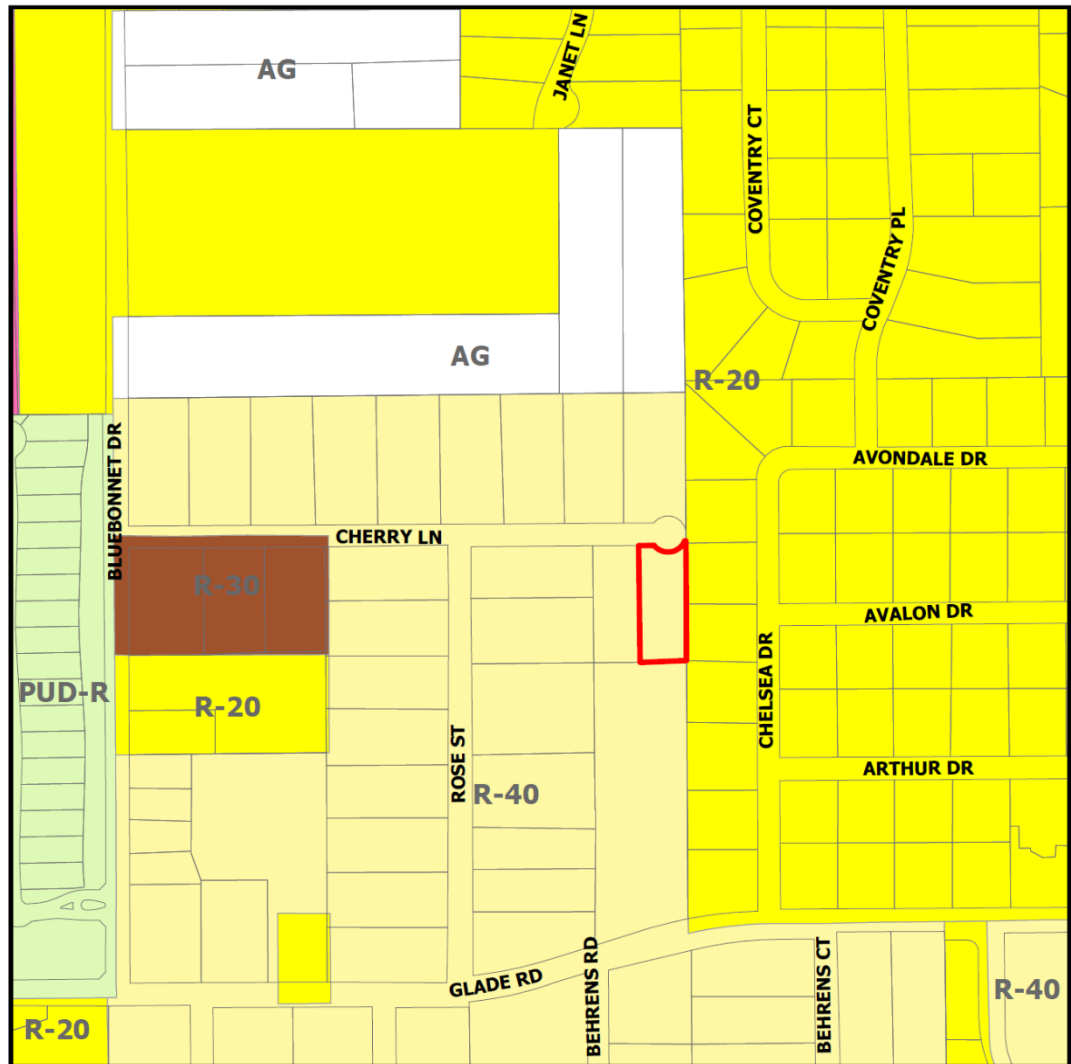
ATTEST:

CITY OF COLLEYVILLE

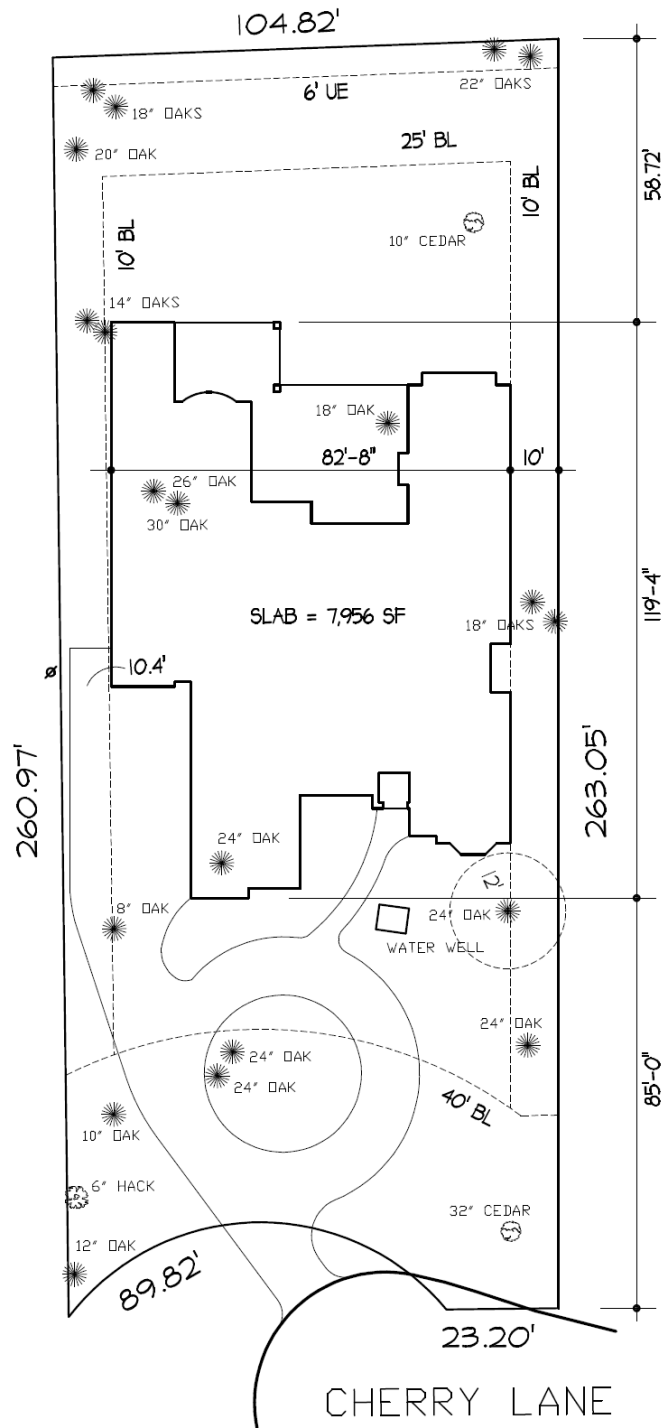
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Attachment "A"



Attachment "B"

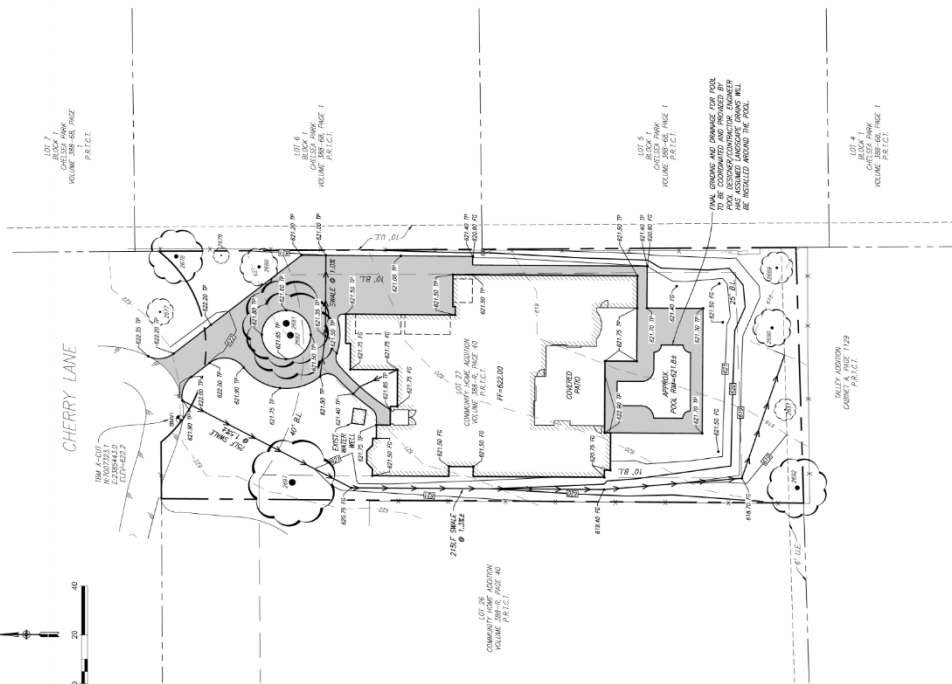


PLOT PLAN
 LOT 27
 COMMUNITY HOME ADD'N
 COLLEYVILLE, TEXAS

SCALE: 1"=20'

NORTH

LOT = 27,355 SF
 SLAB = 7,956 SF
 COVERAGE = 29.1%



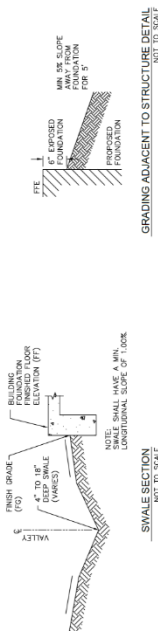
LEGEND:

GRADING NOTES:

1. THIS GRADING PLAN IS DESIGNED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE STRUCTURES IN ALL DIRECTIONS. THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS AND ADJUSTMENTS AS NECESSARY TO ENSURE POSITIVE DRAINAGE OCCURS.
2. ALL YARD DRAINS AND RETAINING WALLS ARE SHOWN APPROXIMATELY ONLY. FINAL LOCATIONS, HEIGHTS, ELEVATIONS AND OUTFALLS SHALL BE SET AND VERIFIED BY THE LANDSCAPE PLAN PREPARED BY A LANDSCAPE ARCHITECT.
3. MINOR GRADING ADJUSTMENTS NEED TO BE DISCUSSED WITH THE ENGINEER AS REQUIRED AND MAJOR

FLOOD PLAIN NOTE:
ACCORDING TO THE INFORMATION FROM THE NATIONAL FLOOD INSURANCE RATE (NFIP) FLOOD INSURANCE RATE COMMUNITY PANEL NO. 483635000, 04/05/2019, PORTION OF THIS BUREAU APPEARS TO BE WITHIN THE "SPRINT HAZARD AREA" (SHPA) - AS DESIGNATED BY THE U.S. DEPARTMENT OF HOUSING & DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION, OR THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTE
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL
LOCATION OF ALL EXISTING UTILITIES PRIOR TO
BEGINNING ANY CONSTRUCTION/EXCAVATION AND
NOTIFY THE ENGINEER OF ANY DISCREPANCIES
EXISTING UTILITIES SHOWN ON THESE PLANS ARE
BASED ON COMBINATION OF FIELD SURVEY & CITY
RECORD DRAWINGS

[illegible]

GRADING ADJACENT TO STRUCTURE DETAIL
NOT TO SCALE

LE SECTION
NOT TO SCALE

[illegible]

PRELIMINARY	
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REGULATORY REVIEW AND HEREAFTER IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES. THIS DOCUMENT WAS PREPARED UNDER THE DIRECT SUPERVISION OF:	
CAMERON E. PE STATE	12978 LICENSE NO.
11/30/2023 DATE	

BEFORE YOU DIG CALL:
1-800-245-1545



TEXAS 811
TEXAS ONE CALL SYSTEM



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, DECEMBER 11, 2023

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on December 11, 2023 at 6:15 p.m.

Roll Call

Present: David Groves, Tim Raine, Mark Alphonso, Sayeda Syed, Jerry Savoie, Claudia Bevill, and Jerome Obinabo

Staff Present: Ben Bryner, Jacquelyn Reyff, Kris Potts and Chris Pham

Also Present: Attorney, Nicole Corr, Fire Marshall, Rob Mckeown, City Engineer, Larry Wright

There was discussion amongst staff and the Commission regarding updated items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:50 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on December 11, 2023, at 7:08 p.m.

Roll Call

Present: David Groves, Tim Raine, Mark Alphonso, Sayeda Syed, Jerry Savoie, Claudia Bevill, and Jerome Obinabo

Staff Present: Ben Bryner, Jacquelyn Reyff, Kris Potts and Chris Pham

Also Present: Attorney, Nicole Corr, Fire Marshall, Rob Mckeown, City Engineer, Larry Wright

1. ELECTION OF OFFICERS

1a Election of Officers, Chair and Vice-Chair

Commissioner Syed made a motion to elect Claudia Bevill as Commission Chair. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Groves, Syed, Raine, Alphonso, Savoie, Bevill, and Obinabo

Nay: 0

Commissioner Syed made a motion to elect David Groves as Commission Vice Chair. Commissioner Raine seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Groves, Syed, Raine, Alphonso, Savoie, Bevill, and Obinabo

Nay: 0

2. APPROVAL OF MINUTES

- 2a** Planning and Zoning Commission Meeting Minutes – November 13, 2023
Planning and Zoning Commission Worksession Minutes – November 27, 2023

Commissioner Groves made a motion to approve the November 13, 2023 Planning and Zoning Commission Meeting Minutes and the November 27, 2023 Planning and Zoning Commission Worksession Minutes. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Groves, Syed, Raine, Alphonso, Savoie, Bevill, and Obinabo

Nay: 0

3. PUBLIC HEARING AGENDA ITEMS

- 3a** Tabled from the November 13th, 2023 Planning and Zoning Commission Meeting - Consideration of a rezoning from AG Agricultural to R-30 Single Family Residential and R-40 Single Family Residential for Lots 1 and 2R1, Block 1, Davis Place Addition, located at 6400 and 6316 Pleasant Run Road, Case ZC23-025

Commissioner Raine made a motion to remove Case ZC23-024 from the table. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Groves, Alphonso, Syed, Raine, Savoie, Bevill, Obinabo

Nay: 0

Jacquelyn Reyff presented the case and briefed the commission.

Matthew Lee, 2901 Dallas Pkwy, Plano, TX presented his case for the proposed subdivision. He addressed changes made from the previous design, including a reduction of the number of lots from 8 to 7 lots, the addition of a detention pond, the restructuring of the lots to have all lots be R-40 zoning, and answered questions from the Commission regarding the proposed street frontage of the lots.

The public hearing was opened at 7:21 p.m.

The following citizens did not wish to speak but did wish to record their opposition:

Lisa Bain Grossman, 6014 Pleasant Run Rd

The following citizens spoke at the public hearing:

Todd and Lisa Pipes, 6117 Hunter Ln, spoke in opposition of the case, specifically regarding drainage concerns.

Tom Panno, 6114 Hunter Ln, spoke in opposition of the case, specifically regarding drainage concerns.

The applicant, Matthew Lee, came forward to address the drainage concerns and the measures taken to improve the drainage to the South.

With no one else wishing to speak, the public hearing was closed at 7:26 p.m.

The Commissioners discussed with the applicant whether drainage would improve with the proposed development, concerns regarding lot frontage and traffic, the ability to extend the cul-de-sac further into the development, and whether neighbor discussions had been done.

Commissioner Groves made a motion to deny Case ZC23-025. Commissioner Syed seconded the motion.

The motion was carried by the following vote:

**Aye: 7 – Groves, Alphonso, Syed, Raine, Savoie, Bevill, and Obinabo
Nay: 0**

- 3b** Tabled from the November 13th, 2023 Planning and Zoning Commission meeting - Consideration of a Special Use Permit for a contractor office with storage yard on Tract 2K, Abstract 963, Absalom J Lott Survey, located at 6516 Colleyville Boulevard, Case ZC23-029

Case ZC23-029 was withdrawn by the applicant prior to the December 11th Planning and Zoning Commission Meeting.

- 3c** Tabled from the November 13th Planning and Zoning Commission meeting - Consideration of a Special Use Permit to allow a Heliport on Lot AR, Block 7, of the Windview Addition, located at 2325 Oak Knoll Drive, Case ZC23-031

Case ZC23-031 was withdrawn by the applicant prior to the December 11th Planning and Zoning Commission Meeting.

- 3d** Consideration of a Replat for Lot 3A and 3B, Block 4, Western Trails Addition, being located at 512 Bandit Trail, Case PC23-011

Jacquelyn Reyff presented the case and briefed the Commission. Larry Wright addressed the additional drainage requirements needed to approve the replat.

Jennifer Starr, 4311 Oak Lawn Ave Unit 550, Dallas, TX 75219, came forward and requested to table to the January 8th Planning and Zoning Commission Meeting to provide the required drainage documentation.

The public hearing was opened at 7:41 p.m.

The following citizens did not wish to speak but did wish to record their opposition:

Wendy Kelso, 504 Bandit Tr
Jason Terando, 509 Sagebrush St

The following citizens spoke at the public hearing:

Tim Kelso, 504 Bandit Tr, spoke in opposition regarding drainage and lot coverage concerns.

Mike Brown, 508 Bandit Tr, spoke in opposition, specifically regarding the characteristic of the neighborhood, lot coverage, privacy, and misalignment with the long-term comprehensive plan.

William Juroska, 517 Tumbleweed Tr, spoke in opposition, specifically regarding the characteristic of the neighborhood, lot coverage, and tree preservation.

With no one wishing to speak, the public hearing was closed at 7:52 p.m.

The applicant, Jennifer Starr, came forward to address the neighborhood concerns regarding the preservation of the neighborhood characteristics, and stated that the house constructed would match the existing neighborhood.

Commissioner Alphonso made a motion to table Case PC23-011. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

**Aye: 7 – Groves, Alphonso, Syed, Raine, Savoie, Bevill, and Obinabo
Nay: 0**

- 3e** Consideration of a Special Use Permit to allow a Heliport on Lot 1, Block 1, of the Ben and Elizabeth Addition and Lot 1, 2, and 3, Block 4, Stafford Heights Subdivision, located at 1407 through 1505 Oak Knoll Drive, Case ZC23-034

Case ZC23-034 was withdrawn by the applicant prior to the December 11th Planning and Zoning Commission Meeting.

3f Consideration of a Special Use Permit to allow for a fence on Lot 1R-A, Block 4, Fairway Addition, located at 1020 McDonwell School Road West, Case ZC23-035

Jacquelyn Reyff presented the case and briefed the Commission.

Osama Nashed, 5000 Thompson Terr, presented his case for the proposed fence.

Commissioner Groves spoke regarding the hardship requirement of the fence, stating that similar homes adjacent to schools lack fences along the perimeter.

Commissioner Syed spoke regarding fence, stating that the proximity to the school is not a valid reason to approve a fence that encroaches in the front and side yard setback for an R-20 lot.

The public hearing was opened at 8:07 p.m.

Lenonna Nichols, 1017 W Murphy Rd, spoke in support, specifically regarding child safety concerns, prevalence of cars parking along Herbert Rd, and definition of lot boundaries.

Mark Nuttall, 6606 Herbert Rd, spoke in opposition, specifically regarding the fence's aesthetic appeal, visibility concerns, and sidewalk & street crossing concerns.

David Mashushire, 6604 Herbert Rd, spoke in support, specifically regarding the security of the property, privacy, and aesthetic appeal.

Emmanuel Ikharebha, 6602 Herbert Rd, spoke in support, specifically regarding the ability of the applicant to fix concerns raised by the Commission with staff.

Jill Powell, 6905 DaVinci, spoke in opposition, specifically regarding visibility concerns along McDonwell School Rd from Herbert Rd.

The applicant, Osama Nashed, came forward and requested to table the case to make changes raised by the Commission.

With no one wishing to speak, the public hearing was closed at 8:21 p.m.

Larry Wright discussed the city's sidewalk connectivity plan, drainage concerns related to the opacity of the fence, & required driveway widths on roads.

The Commissioners discussed with the applicant whether the applicant could meet a 30 ft. setback for the fence, rather than the requested perimeter fence.

Commissioner Savoie made a motion to table Case ZC23-035 to the January 8th, 2024 Planning & Zoning Commission Meeting. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

Aye: 3 – Alphonso, Savoie, and Obinabo

Nay: 4 – Groves, Syed, Raine, and Bevill

Commissioner Groves made a motion to deny Case ZC23-035. Commissioner Syed seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Alphonso, Syed, Raine, Bevill, and Obinabo

Nay: 1 – Savoie

4. CITIZEN COMMENTS

The public forum opened at 8:34 p.m.

With no one else wishing to speak, the public forum closed at 8:34 p.m.

5. ADJOURNMENT

The meeting adjourned at 8:34 p.m.

The minutes were written and prepared by:

Christopher Pham

Christopher Pham

Planner

The meeting minutes were approved on January 8, 2024 by a vote of 6-0.

RESOLUTION R-24-4909

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 16, 2024**

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 16TH DAY OF
JANUARY 2024.

Mayor Bobby Lindamood _____
Brandi Elder, Place 1 _____
Scotty Richardson, Place 3 _____
Chuck Kelley, Place 5 _____

Mayor Pro Tem Callie Rigney _____
George Bond, Place 2 _____
Ben Graves, Place 4 _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor