



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, FEBRUARY 6, 2024

**WORKSESSION - 5:30 PM
EXECUTIVE CONFERENCE ROOM - THIRD FLOOR
CALL TO ORDER**

WS-1 Recreation Center update

WS-2 Discussion of the February 6, 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 551.074 - Personnel - deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

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 Jeff Strickland, Journey Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4910

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4911**

- 4a** Approval of the minutes of the regular City Council meeting of January 16, 2024
- 4b** Approval of a construction contract with BCAC Underground, LLC, for the 2024 Manhole Rehabilitation Project, in an amount not to exceed \$109,400, and a contingency amount not to exceed \$15,000, and authorizing the City Manager to execute the contract
- 4c** Approval of a Second Amendment to the Professional Services Agreement with MAS Consulting Engineers, amending the design parameters for Water Project 18: Pecan Park Water and Drainage Improvements Project Phase 2, in an amount not to exceed \$21,000, and authorizing the City Manager to execute the amendment

5. RESOLUTION(S): READING AND PUBLIC HEARING**5a Resolution R-24-4912**

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

6. CITIZEN COMMENTS**7. ACTION/RESOLUTION: RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 6, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4913****8. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, February 2, 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 that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1133, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 2/6/2024

Type Worksession

Department City Manager

Title

Recreation Center update

Explanation

This item will provide for an update regarding the Recreation Center and Annex A - Vote Center.

Attachments

1. Recreation Center Presentation

RECREATION CENTER WORKSESSION

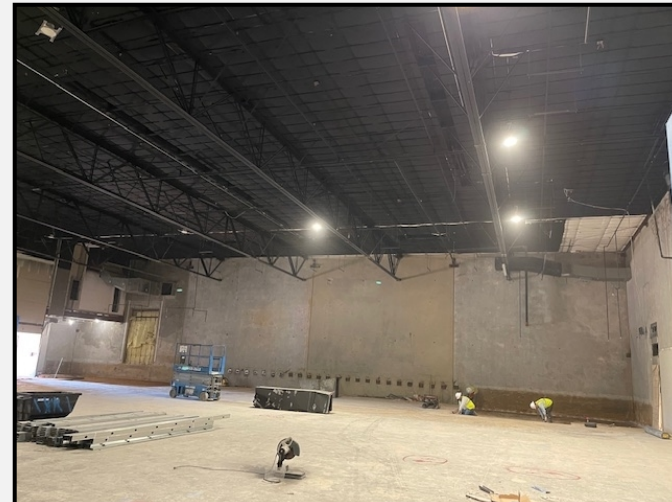
February 6, 2024

RECREATION CENTER - TIMING

- Gym contract completion end of **May 2024**
- Roof contract completion **February 2024**
- Irrigation and landscape design – winter project
- Glade Road fence – winter project



GYM PROGRESS PHOTOS



INTERNAL PROJECTS

ADMIN OFFICES/LOBBY



ADMIN OFFICES/LOBBY



Estimate: \$710,000
OUR TEAM: \$45,200

ANNEX/VOTING CENTER



Estimate: \$100,000
OUR TEAM:
\$17,500
*\$12,000 is for the front sliding
door

CLASSROOM EXPANSION



Estimate: \$10,000
OUR TEAM: \$400

NURSERY TRANSFORMATION/GROUP EX



Estimate: \$36,000
OUR TEAM: \$5,000

GYM WALL OPTIONS

GYM WALL OPTIONS



REFERENDUM QUESTION

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?”

ROBERTS ROAD

ROBERTS ROAD

- Roberts Road/Glade Road intersection improvements out to bid
- Engineering contract awarded to study further enhancements to Roberts Road including road widening, straighten road curve, and potentially add signal at intersection

RECREATION CENTER WORK SESSION

February 6, 2024



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2	Agenda Date 2/6/2024
Type Worksession	
Department City Secretary	

Title
Discussion of the February 6, 2024, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 2/6/2024

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

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RESOLUTION R-24-4910

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF FEBRUARY 6, 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 6TH DAY OF FEBRUARY 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

RESOLUTION R-24-4911

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 6, 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 January 16, 2024
 - b. Approval of a construction contract with BCAC Underground, LLC, for the 2024 Manhole Rehabilitation Project, in an amount not to exceed \$109,400, and a contingency amount not to exceed \$15,000, and authorizing the City Manager to execute the contract
 - c. Approval of a Second Amendment to the Professional Services Agreement with MAS Consulting Engineers, amending the design parameters for Water Project 18: Pecan Park Water and Drainage Improvements Project Phase 2, in an amount not to exceed \$21,000, and authorizing the City Manager to execute the amendment

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF FEBRUARY 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 MINUTES
100 Main Street, Colleyville, Texas, 76034

TUESDAY, JANUARY 16, 2024

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, January 16, 2024, at 5:30 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, Police Chief Michael Miller, Fire Chief Mark Cantrell, Public Works Director Amber Beard, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Review and discuss the market study for the Northern Gateway property

Assistant City Manager Mark Wood presented the market study for the Northern Gateway property as prepared by Harvest MXD. The study noted the property is marketable for commercial development over the next year for a variety of commercial uses, but is especially appealing for destination restaurants with outdoor recreational amenities which appeal to the surrounding Colleyville neighborhoods.

WS-2 Discussion of the January 16, 2024, City Council regular agenda items

City Manager Jerry Ducay stated Roberts Road is out to bid and the items on the consent agenda regarding Roberts Road are separate from this portion of the project.

Mayor Lindamood adjourned the Worksession at 6:01 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

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There was no action taken and Mayor Lindamood adjourned Executive Session at 6:48 p.m.

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

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

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

Mayor Lindamood read Resolution R-24-4906 in its entirety.

Assistant City Manager Mark Wood stated this resolution will provide for an extension of the gift card program to include a new Winter Restaurant Only Gift Card, to run through the month of February 2024. He said the program will have a minimum printing and will be a map to local restaurants where the gift card must be used and will be distributed from select locations within the City on a first come, first served basis.

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

Councilmember Graves made a motion to approve Resolution R-24-4906, 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.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and Councilmembers made announcements regarding City and community events.

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

Mayor Lindamood asked Library Director Mary Rodne to come forward. Mayor Lindamood explained Mary will be retiring at the end of January with over 20 years of service to the City and noted Mary moved to Texas in March 2003, to become the Colleyville Public Library's first, and only Library Director. Mayor Lindamood thanked Mary for her leadership and guidance and read a proclamation declaring January 25, 2024, Mary Rodne Day in Colleyville.

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 \$514,214.00, and authorizing the City Manager to execute the contract
- 4f** Approval of the Second Amended Regional Municipal Court Judge Agreement

Mayor Lindamood read Resolution R-24-4907 in its entirety.

Public Works Director Amber Beard presented item 4b through 4e. Assistant City Manager Adrienne Lothery presented item 4f.

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

Councilmember Elder made a motion to approve Resolution R-24-4907, seconded by Mayor Pro Tem Rigney.

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 - December 2023

Assistant City Manager Mark Wood presented the December financial report and reviewed the recent history of sales tax collection. He stated the sales tax collection is reaching a leveling point, which the City has planned for, and will continue to project conservatively in budget preparation. Manager Wood provided a recap of activity in the remaining budgets.

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

Mayor Lindamood read Resolution R-24-4908 in its entirety.

City Secretary Christine Loven presented this item and provided a recap of the referendum question which will appear on the May 4, 2024 General Election ballot. Secretary Loven thanked the Mayor and City Council for their direction to utilize Annex A, behind the Recreation Center, for a permanent polling location, noting the convenience for voters to park near the polling location, and not having to maneuver stairs or an elevator.

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

Mayor Lindamood made a motion to approve Resolution R-24-4908, seconded by Councilmember Kelley.

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. 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 THE APPLICANT HAS WITHDRAWN THE REQUEST

Mayor Lindamood made a motion to remove Resolution R-23-4883 from the table, 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.

Mayor Lindamood stated the applicant has withdrawn this request and the City Secretary will record the withdrawal, and there will be no further action required by the City Council.

8. CITIZEN COMMENTS

There were no speakers.

9. REPORTS

Planning and Zoning Commission Minutes - December 11, 2023

There was no action taken.

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

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 7:54 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 6TH DAY OF FEBRUARY 2024.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 2/6/2024

Number Resolution R-24-4911

Type Resolution

Department Engineering

Title

Approval of a construction contract with BCAC Underground, LLC, for the 2024 Manhole Rehabilitation Project, in an amount not to exceed \$109,400, and a contingency amount not to exceed \$15,000, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

On September 19, 2023, the City Council approved Resolution R-23-4876, adopting the Capital Improvement Program (CIP) Fiscal Year 2024-2028. The CIP includes \$150,000 for Wastewater Project 10 for the rehabilitation of Priority 2 Manholes.

Wastewater Project 10 of the Water and Wastewater Master Plan identified approximately 50 Priority 2 Manholes that require rehabilitation due to structural defects and infiltration.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on December 17, 24, 31, 2023 and January 7, 14, 2024. 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 59 plan holders, of which 21 sub-contractors, 19 were general contractors, 7 others, 5 suppliers, 3 plan rooms, 2 manufacturers, 1 engineer, and 1 not specified.

The City received seven sealed bids, which were opened and publicly read aloud on January 16, 2024.

Financial Impact

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

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Form 1295

CONSTRUCTION SERVICES AGREEMENT
REPAIR AND REHABILITATION OF SELECTED MANHOLES THROUGHOUT THE CITY OF
COLLEYVILLE.
(Bid #ENG-2024-006)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **BCAC Underground**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Repair and rehabilitation of selected manholes throughout the City of Colleyville. (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-2024-006;
 - (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 ONE HUNDRED AND TWENTY-FOUR THOUSAND, FOUR HUNDRED DOLLARS (\$124,400.00) ("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 sixty (60) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before sixty (60) 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: BCAC UNDERGROUND By: _____ Ben Goodall Owner 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> BCAC Underground Attn: Ben Goodall, Owner 5000 Airport Fwy Haltom City, Texas 76117 E: ben@bcacunderground.com

GovDox Colleyville Contract ID:
CSA_ED_February 6, 2024_Rev20230112

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1113102

Date Filed:
01/17/2024

Date Acknowledged:

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

BCAC Underground LLC
Haltom city, TX, TX United States

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

City of Colleyville

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

ENG-2024-006; FY2024 MH Rehab.
2024 Manhole rehabilitation project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Goodall, Ben	Haltom city, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ben Goodall, and my date of birth is 2-7-78.

My address is 5000 Airport Freeway, Haltom City, TX, 76117, tarrant.
(street) (city) (state) (zip code) (country)

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

Executed in tarrant County, State of Texas, on the 17 day of January, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

BCAC Underground LLC
Haltom city, TX, TX United States

Certificate Number:
2024-1113102

Date Filed:
01/17/2024

Date Acknowledged:
01/17/2024

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

City of Colleyville

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

ENG-2024-006; FY2024 MH Rehab.
2024 Manhole rehabilitation project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Goodall, Ben	Haltom city, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 2/6/2024

Number Resolution R-24-4911

Type Resolution

Department Engineering

Title

Approval of a Second Amendment to the Professional Services Agreement with MAS Consulting Engineers, amending the design parameters for Water Project 18: Pecan Park Water and Drainage Improvements Project Phase 2, in an amount not to exceed \$21,000, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

This item is for the consideration and approval of a an amendment to increase the existing Professional Services Agreement with MAS Consulting Engineers, by \$21,000, for the purpose of designing Phase 2 of Water Project 18: Pecan Park Water and Drainage Improvements project.

In October 2023, Council authorized the separation of the project into two phases. Phase 1 includes the preparation of the bid plans and specifications for the construction of storm drain improvements. This project will connect the storm system on Ponderosa Street to the system on Colleyville Boulevard.

Phase 2 will include stormwater, water line and associated roadway improvements within the Pecan Park Subdivision. Bid plans and specifications and construction phase services are included in this authorization.

Financial Impact

The Capital Utility Fund is the designated funding source for this project. Prior to this amendment, the cost for the design of Water Project 18: Pecan Park Water and Drainage Improvements Project was \$203,750.00. If approved, this would increase the design contract by \$21,000, for a total not to exceed design cost of \$224,750.

Recommendation

Approve

Attachments

1. Amendment 2

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement (“Second Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **MAS Consulting Engineers** (“Professional”) as of the Effective Date.

WHEREAS, the parties entered into that certain Professional Services Agreement for Water Project 18, effective May 13, 2021, (the “Agreement”), as amended on October 17, 2023, (“First 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 Amendment #2 attached hereto and incorporated herein as Exhibit A to this this Second 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 \$224,750.00.
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 Second 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 Second Amendment as of the Effective Date.

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

MAS Consulting Engineers

By: _____

Jerry Ducay
City Manager

By: _____

Angel Sanchez
President

Date: _____

Date: _____

EXHIBIT A
Amendment #2
Revised Scope of Services

(attached)

January 19, 2024

Mr. Larry Wright, P.E.
City of Colleyville
100 Main Street
Colleyville, TX 76034

REFERENCE: Ponderosa Area Water Line and Drainage Improvements Amendment 2

Dear Mr. Larry Wright:

This is a Letter Agreement, being Amendment 2 to the agreement dated May 13, 2021 professional services between MAS Consulting Engineers and the City of Colleyville, is for additional services for the above referenced project. Said additional services include modifications to the Phase 1 Drainage Improvements and updating Phase 2 Water and Drainage Construction Plans. Amendment 2 includes the Scope of Services as presented in Exhibit G and is based on our recent conversations and includes compensation for said work in Exhibit H.

The original Agreement dated May 13, 2021, Amendment 1 dated August 30, 2023 this cover letter and Exhibit G consisting of two (2) pages; and Exhibit H, consisting of one (1) page, and the City of Colleyville's Professional Services Agreement, together represent the entire agreement between **MAS Consulting Engineers** and the **City of Colleyville**. This Amendment and said attachments may only be modified or amended through a duly executed written document. **If the terms and conditions of this Amendment are acceptable**, this document shall be included in the agreement.

We appreciate the opportunity to provide the described services to the City of Colleyville and look forward to continuing working with you and your staff. If you have any questions or if we may be of further assistance, feel free to call me at **817.708.2422**.

Respectfully Submitted,
MAS Consulting Engineers

A handwritten signature in blue ink, appearing to read 'MAS', is written over the company name.

M. Angel Sanchez, P.E.
Principal

Attachments:

Exhibit E: Scope of Services
Exhibit F: Compensation

Amendment 2
Exhibit G
Scope of Services
City of Colleyville, Texas
Ponderosa Area Water Line and Drainage Improvements

Exhibit E to Agreement between the City of Colleyville (*Client*) and MAS Consulting Engineers, LLC (*Consultant*)

Based on conversations with city staff, the drainage improvements designed under the original agreement and amendment 1, will require additional changes to optimize the construction budget for both the Phase 1 Drainage Improvements and Phase 2 Water and Drainage Improvements. This amendment is to re-analyze the proposed improvements from SH 26 to Ponderosa Street and a portion of the Phase 2 drainage improvements. In addition, this scope includes the modifications to the water line design at the upstream end of the phase 1 drainage improvements, and updates to bidding documents.

TASK 5: BASIC SERVICES

- A. PHASE 1 CONSTRUCTION DOCUMENT UPDATES:** MAS will re-analyze the phase 1 drainage improvements, propose value engineering for the proposed phase 1 improvements, update drainage computations, update drainage plans, and the project manual. The Task A will include the following items:
- Analysis of Drainage Options and Value Engineering
 - Construction Plan Updates
 - Quantities and Project Manual Updates
- B. PHASE 2 WATER AND DRAINAGE CONSTRUCTION DOCUMENT UPDATES:** This scope of services assumes no major modifications to the water line design beyond the downstream limits of phase 2 drainage improvements. MAS will prepare and submit updated Pre-Final Construction Plans and a Specifications Manual for review to CLIENT, followed by Final Construction Plans and a specifications manual for bidding purposes. The Task B will include the following items:
- Project Management
 - Two project Meetings
 - One Site Visit
 - Construction Plans updates
 - Quantities and Probable Construction Cost
 - Specifications Manual

Construction Specifications and Project Coordination

1. Project Management
 - a. Two project Meetings

- b. One Site Visit
- 2. Submit Pre-Final and Final Construction drawings.
- 3. Submit Pre-Final and Final Engineer's Opinion of Probable Construction Cost Construction Documents to the *CLIENT* for review.
- 4. Attend one meeting per submittal with *CLIENT* to discuss comments after the Pre-Final Review.
- 5. Revise plans and specifications as appropriate.
- 6. Finalize construction documents and Opinion of Probable Construction Cost.
- 7. Submit a PDF copy of final drawings and specifications with Opinion of Probable Construction Cost to *CLIENT* for review.
- 8. Supply construction plans to the *CLIENT* for franchise utility coordination.

End of Exhibit G

Amendment 2
Exhibit H
Compensation and Method of Payment
City of Colleyville, Texas
Ponderosa Area Water Line and Drainage Improvements
Exhibit F to Agreement between the City of Colleyville (*Client*) and MAS Consulting Engineers, LLC (*Consultant*)

COMPENSATION:

For all professional services included in EXHIBIT G, Scope of Services, the *CONSULTANT* shall be compensated in accordance with work completed, as summarized below. The fees below shall be considered full compensation for the services described in EXHIBIT G, including all labor materials, supplies, and equipment necessary to deliver the services.

Task 5: Basic Services

A. Phase 1 Construction Document Updates	\$ 4,800
B. Phase 2 Water and Drainage Construction Document Updates	\$ 15,800
C. Expenses	\$ 400

TOTAL: Basic Services	<u>\$ 21,000</u>
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METHOD OF PAYMENT:

The *CONSULTANT* shall be paid monthly payments as described in the Agreement for Professional Consulting Services. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the *CONSULTANT*.

END OF EXHIBIT H

CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

1. Extend easements to ROW line.
2. Add drainage components to the side and rear easements.
3. Drainage mitigation is required for additional storm water runoff.
4. The dashed line along Overland Trail is for what purpose? It is not labeled.
5. The R-20 zoning only requires a 30 foot front yard setback. You may either change it to 30 feet or remove it from the plat and state in the notes that the plat shall comply with city zoning standards.
6. The last call out states 118.25 feet and does not match the dimension on the plat. Please update to match.
7. Add owner / subdivider information.
8. Add date of the plat preparation.
9. In the title block add, "A Replat of Lot 3, Block 4, Western Trails Addition."
10. Follow the correct format for the Dedication Certificate Surveyor Certification language.

Drainage: The plan is acceptable.

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

Tree Preservation: Any subdivision of the subject property must comply with Chapter 5 (Tree Preservation) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

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

Staff Recommendation: Staff recommends approval of the replat.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the replat at their January 8, 2024 meeting by a vote of 6-0.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Drainage Plan
6. Notification Map
7. Notification Letter
8. Notification List
9. Opposition Letters
10. Resolution R-24-4912

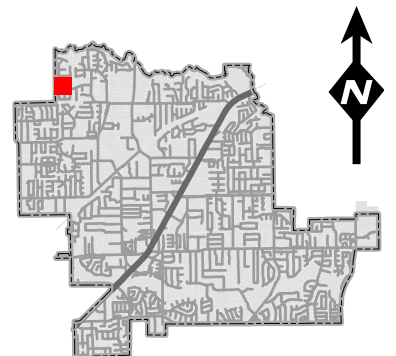
Aerial Map



PC23-011 - Replat

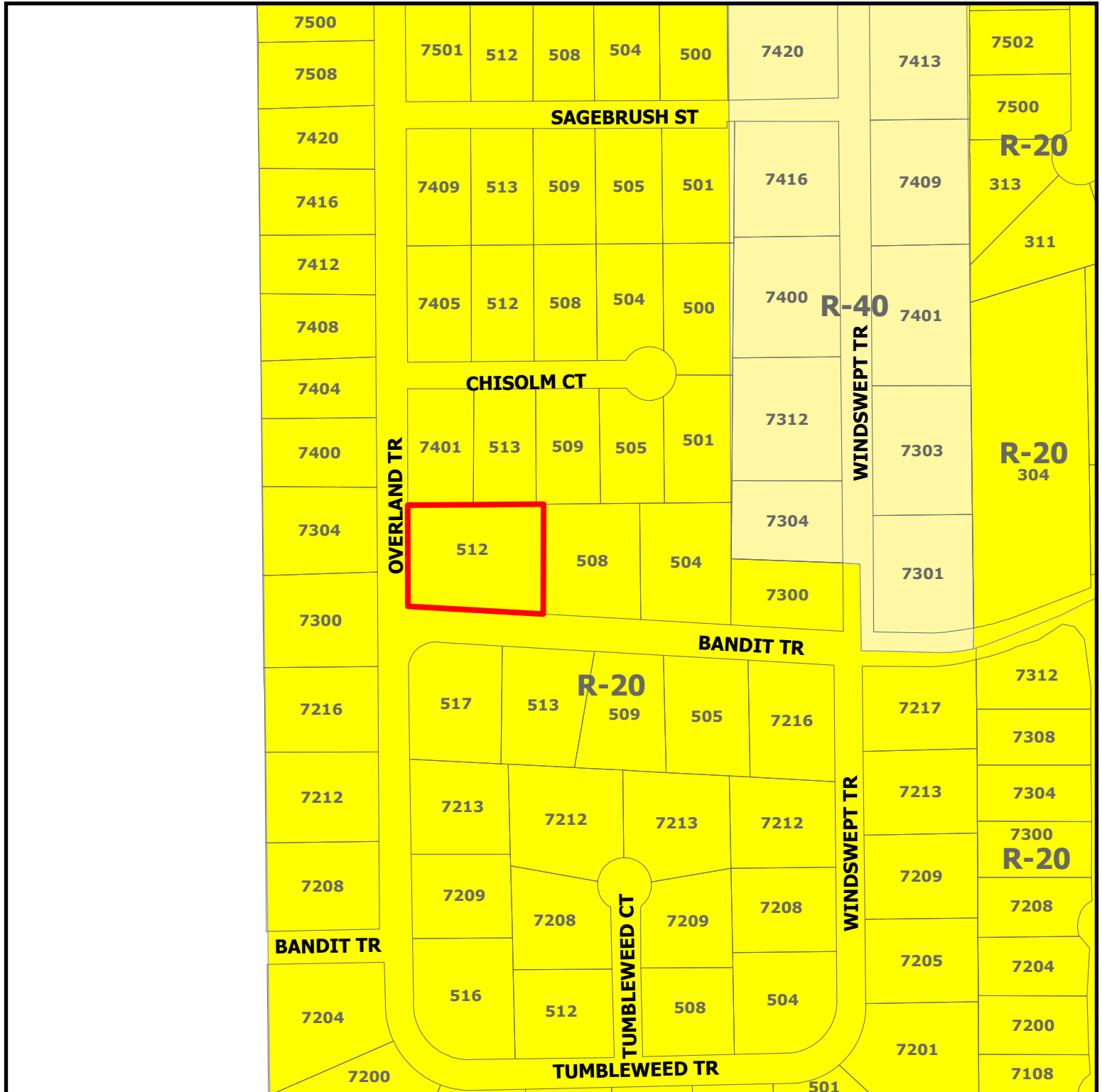
PC23-011

 Subject Property



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

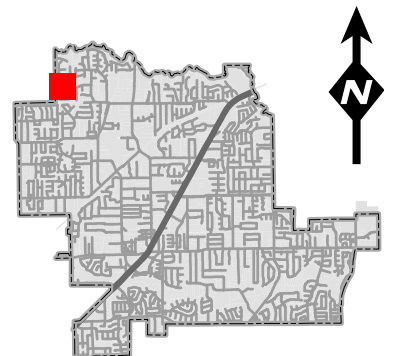
Zoning Map



PC23-011 - Replat

PC23-011

Subject Property



DISCLAIMER:
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Future Land Use Map

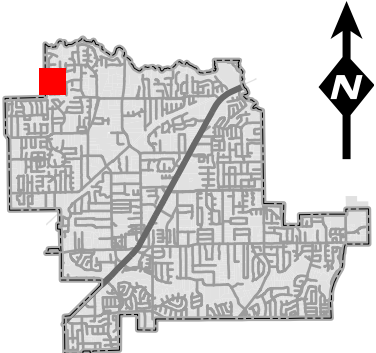


PC23-011 - Replat

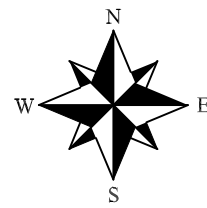
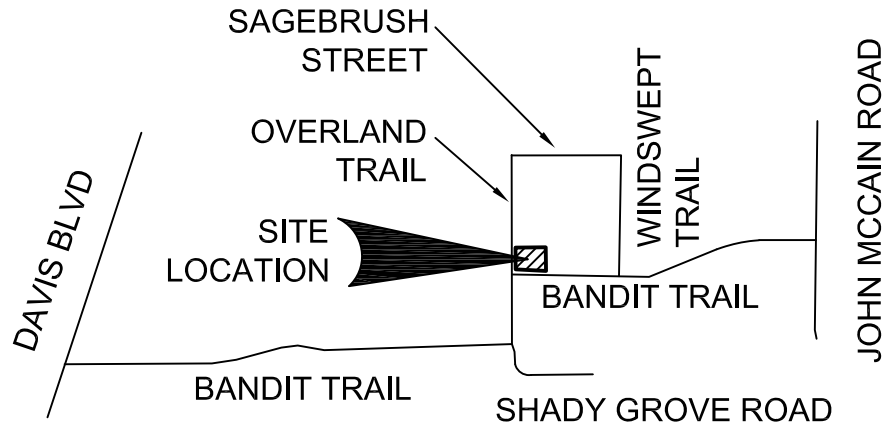
PC23-011

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-  Residential
-  Subject Property



VICINTY MAP
SCALE 1=1500'



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

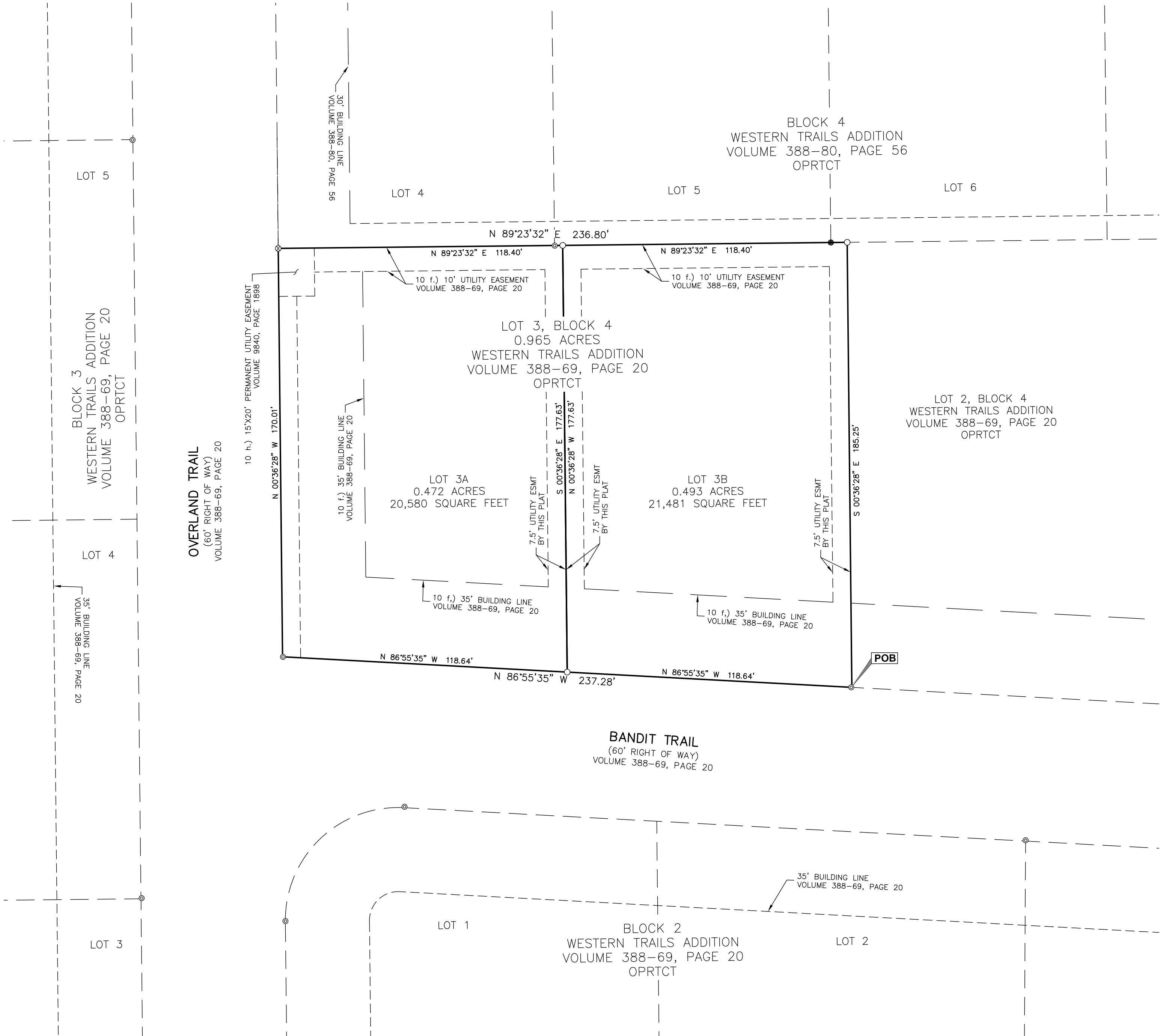
Mayor, City of Colleyville

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

Chairman, Planning and Zoning Commission
Attest: Secretary, Planning and Zoning Commission

GENERAL NOTES:
1. I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, MAP NUMBER 49439C00095K, EFFECTIVE DATE 09/25/2009 AND THAT MAP INDICATES THAT THIS PROPERTY IS WITHIN FLOOD ZONE "X" AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
2. BEARING BASIS HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCE FRAME NORTH AMERICAN DATUM 1983 (2011) (EPOCH 2010.0000), AS DETERMINED FROM GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY EQUIPMENT BY STATIC, VIRTUAL REFERENCE SYSTEM (VRS) NETWORK AND OR REAL TIME KINEMATIC (RTK). DISTANCES SHOWN HEREON ARE SHOWN AS GRID TEXAS STATE PLANE COORDINATE SYSTEM DISTANCES.
3. BEARINGS ARE BASED ON U.S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE - 4202
4. THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS OUT OF LOT 3, BLOCK 4, WESTERN TRAILS ADDITION, RECORDED IN VOLUME 388-69, PAGE 20, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS.
5. ALL EXISTING BUILDINGS AT THE TIME OF SURVEY ARE TO BE REMOVED.

CITY BENCHMARKS OBSERVED
CITY BENCHMARK # 36
NORTHING: 7019350.090, EASTING: 2377795.784 ELEVATION 614.37'
CITY BENCHMARK # 39
NORTHING: 7018329.027, EASTING: 2376087.642 ELEVATION 656.58'



LEGEND
● SET 1/2" IRON ROD
○ SET 1/2" IRON ROD
● FOUND 1/2-INCH IRON ROD
● POINT FOR CORNER
--- SUBJECT PROPERTY BOUNDARY
--- ADJACENT PROPERTY LINE
- - - - - EASEMENT/BUILDING SET-BACK LINE

STATE OF TEXAS
COUNTY OF TARRANT
Field notes of a 0.965-acre tract of land out of Lot 3, Block 4, Western Trails Addition, an addition to the City of Colleyville, Tarrant County, Texas, according to the map or plat thereof recorded in Volume 388-69, Page 20, Official Public Records, Tarrant County, Texas (OPRTCT), and is more particularly described by notes and bounds as follows:
Beginning at a found 1/2-iron on the north line of Bandit Trail (60' Right-of-Way), being the southeast corner of herein described tract of land and the southwest corner of Lot 2 of said Addition;
Thence North 86°55'35" West, along north line of said Bandit Trail, a distance of 237.28 feet to a found 1/2-inch iron rod for the southwest corner of this herein described tract of land on the east line of Overland Trail (60' Right-of-Way);
Thence North 00°36'28" West, along the east line of said Overland Trail, a distance of 170.01 feet to a set "X" in concrete of this herein described tract of land and at the southwest corner of Lot 4, Block 4, Western Trails Addition, recorded in Volume 388-80, Page 56 (OPRTCT);
Thence North 89°23'32" East, passing at a distance of 115.00 feet, a found 1/2-inch iron rod at the southeast corner of said Lot 4 and the southeast corner of Lot 5 of said Addition, in all 236.80 feet to a set 1/2-inch iron rod for this herein described tract of land;
Thence South 00°36'28" East, along the west line of said Lot 2, a distance of 118.25 feet, to the Point of Beginning, containing 0.965-acres of land, more or less, subject to all easements of record.
Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK). Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

State of Texas
County of Tarrant
Before me, the undersigned Notary Public in and for said county and State on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.
Given under my hand and seal of office this _____ day of _____, 2023.
Notary Public in and for Tarrant County _____
By _____
My commission expires _____

PLAT NOTES:
1. a) Utility Easement: Any public utility, including the City of Colleyville, shall have the right to move and keep moved all or part of any building, fence, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements on the plat; and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removal all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
2. b) The maintenance of all easements located on the property are the responsibility of the property owner.

STATE OF TEXAS
COUNTY OF TARRANT
OWNERS DEDICATION
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT PALMER EQUITIES, LLC, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED REAL PROPERTY AS LOT 3A AND 3B, BLOCK 4, OF THE RE-PLAT WESTERN TRAILS ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC'S USE THE STREETS AND EASEMENTS SHOWN THEREON.
WITNESS MY HAND AT _____, TEXAS THIS THE 1ST DAY OF NOVEMBER, 2023.
OWNER: _____

I, Wesley Ray Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction to the best of my knowledge and ability, this 16th October 2023.

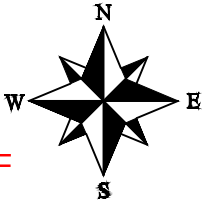


Registered Prof. Land Surveyor
Texas Registration No. 6625

RE-PLAT
LOT 3A & 3B, BLOCK 4
WESTERN TRAILS ADDITION
0.965 ACRES
M.M. FREEMAN SURVEY
ABSTRACT NO. 533
CITY OF COLLEYVILLE, TEXAS

SCALE 1" = 30 FEET
0 30 60

TOTAL LAND AREA 42,061 SF
TOTAL ACRES 0.965



EXISTING IMPERVIOUS:
HOUSE AND DRIVEWAY 4374 SF
SIDEWALK 407 SF
BARN 225 SF
LIFT STATION 337 SF
TOTAL EXISTING IMPERVIOUS 5,343 SF
12.7% IMPERVIOUSNESS = 0.123 AC

PROPOSED LAND USE:
2 EACH HOUSES ASSUMED 4,500 SF EA
2 EA DRIVEWAYS 500 SF EA
2 EA SIDEWALKS 400 SF EA
2 EA POOLS 800 SF EA
TOTAL PROPOSED IMPERVIOUS 12,400 SF
29.5% IMPERVIOUSNESS = 0.284 AC

LANGAN

Langan Engineering and
Environmental Services, Inc.

2999 Olympus Blvd, Suite 165
Dallas, TX 75019

T: 817.328.3200

www.langan.com

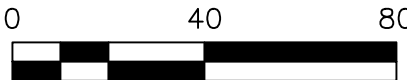
LEGEND

- FOUND 1/2" IRON PIPE
- ⊙ FOUND 1/2" IRON ROD
- ⊙ SET 1/2" IRON ROD CAPPED "MQI"
- POINT
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- - - EASEMENT/BUILDING SET-BACK LINE
- * * * FENCE
- ⊙ POWER POLE
- ⊙ ELECTRIC METER
- ⊙ WATER METER
- ⊙ GAS METER
- ⊙ CONCRETE

CONCEPTUAL DRAINAGE

EXHIBIT OF
LOT 3, BLOCK 4
0.965 ACRES
WESTERN TRAILS ADDITION
VOLUME 388-69, PAGE 20
OPRTCT

SCALE 1" = 40 FEET



EXISTING DRAIN
FLUME

12'X25'
WALLED POND
TOP WALL 684.0
WITH OVERFLOW
WEIR AT EL 683.0
SOUTH SIDE

POB

DETENTION STAGE-STORAGE VOLUME					
Elevation	Area (sq. ft.)	Avg. Area (sq. ft.)	Inc. Depth (ft.)	Inc. Volume (cu. Ft.)	Total Volume (cu. ft.)
681	300			300	0
682	300	300	1	300	300
683	300	300	1	300	600
684	300	300	1	300	900
Required volume = +/- 469 cf.					

ISWM Modified Rational Method

Allowable Release Rate, QA	Description
A = 0.965	Area (acres)
Cp = 0.3765	Predevelopment Rational Method runoff coefficient
Tcp = 5	Predevelopment Time of concentration (mins)
I = 14.41	rainfall intensity for the corresponding time of concentration (in/hr)
QA = 6.235	Allowable release rate (cfs)

Critical Storm Duration, Td	Description
County: TARRANT	
Return Interval: 100	
a = 322.07	Rainfall factor for corresponding return interval from Table 2.1.7-1 ISWM design Manual for Site Development
b = 24.388	Rainfall factor for corresponding return interval from Table 2.1.7-1 ISWM design Manual for Site Development
C = 0.4766	Postdevelopment Rational Method runoff coefficient
tc = 5	Postdevelopment Time of concentration (mins)
Td = 13	Critical storm duration (min)

Required Storage Volume	Description
Vpre = 263	Preliminary required storage (ft³)
P150 = 5.43	3-Hour (180-minute) storm depth (in), convert intensity (in/hr) into inches
Pd = 3.05	Storm depth for the critical duration (in), convert intensity (in/hr) into inches
Vmax = 469	Required storage (ft³)

*Reference ISWM Technical Manual - Hydrology for Rainfall Data (in/hr) and multiply intensity by the duration

PRE-DEVELOPMENT DRAINAGE AREA CALCULATIONS																
Drainage Area Designation	Drainage Area	Weighted Runoff Coefficient	Time of Concentration	2-Year Rainfall Intensity (I2)	2-Year Peak Discharge (Q2)	5-Year Rainfall Intensity (I5)	5-Year Peak Discharge (Q5)	10-Year Rainfall Intensity (I10)	10-Year Peak Discharge (Q10)	25-Year Rainfall Intensity (I25)	25-Year Peak Discharge (Q25)	50-Year Rainfall Intensity (I50)	50-Year Peak Discharge (Q50)	100-Year Rainfall Intensity (I100)	100-Year Peak Discharge (Q100)	Comments
	(ac)	"C"	(min)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	
Impervious	0.123	0.90	5	5.51	0.61	7.58	0.88	9.33	1.83	10.82	2.14	12.52	1.59	14.41	1.59	
Pervious	0.842	0.30	5	5.51	1.38	7.98	2.01	9.33	2.86	10.86	2.74	12.52	3.16	14.41	3.64	0
Total	0.97	0.38					2.80		3.39		3.85		4.55		5.23	0

Note: Calculations based on the Modified Rational Method: Q = C^{1.49}PA^{0.785}T^{0.485}DF values used.

Note: Calculations based on the Modified Rational Method: Q = C*P*A. TxDOT 2015 IDF values used.

POST-DEVELOPMENT DRAINAGE AREA CALCULATIONS																
Drainage Area Designation	Drainage Area (ac)	Weighted Runoff Coefficient	Time of Concentration (min)	2-Year Rainfall Intensity (I2)	5-Year Rainfall Intensity (I5)	10-Year Rainfall Intensity (I10)	25-Year Rainfall Intensity (I25)	50-Year Rainfall Intensity (I50)	100-Year Rainfall Intensity (I100)	100-Year Peak Discharge (Q100)	100-Year Peak Discharge (Q100)	100-Year Peak Discharge (Q100)	Comments			
		"C"	(min)	(in/hr)	(cfs)	(cfs)	(in/hr)	(cfs)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)			
Impervious	6.284	0.90	5	5.51	1.41	7.98	2.84	9.33	2.39	10.88	2.78	12.52	3.28	14.41	3.68	0
Pervious	0.681	0.30	5	5.51	1.13	7.98	1.63	3.33	2.39	10.88	2.22	12.52	2.56	14.41	2.94	0
Total	6.97	0.48	5	5.51	2.53	7.98	3.67	12.66	4.78	21.76	5.00	25.00	6.63	28.85	6.63	0

Note: Calculations based on the Modified Rational Method: Q = C^{1/4}PA^{3/4}T^{1/4} values used.

Note: Calculations based on the Modified Rational Method: Q = C*P*A. TxDOT 2015 IDF values used.

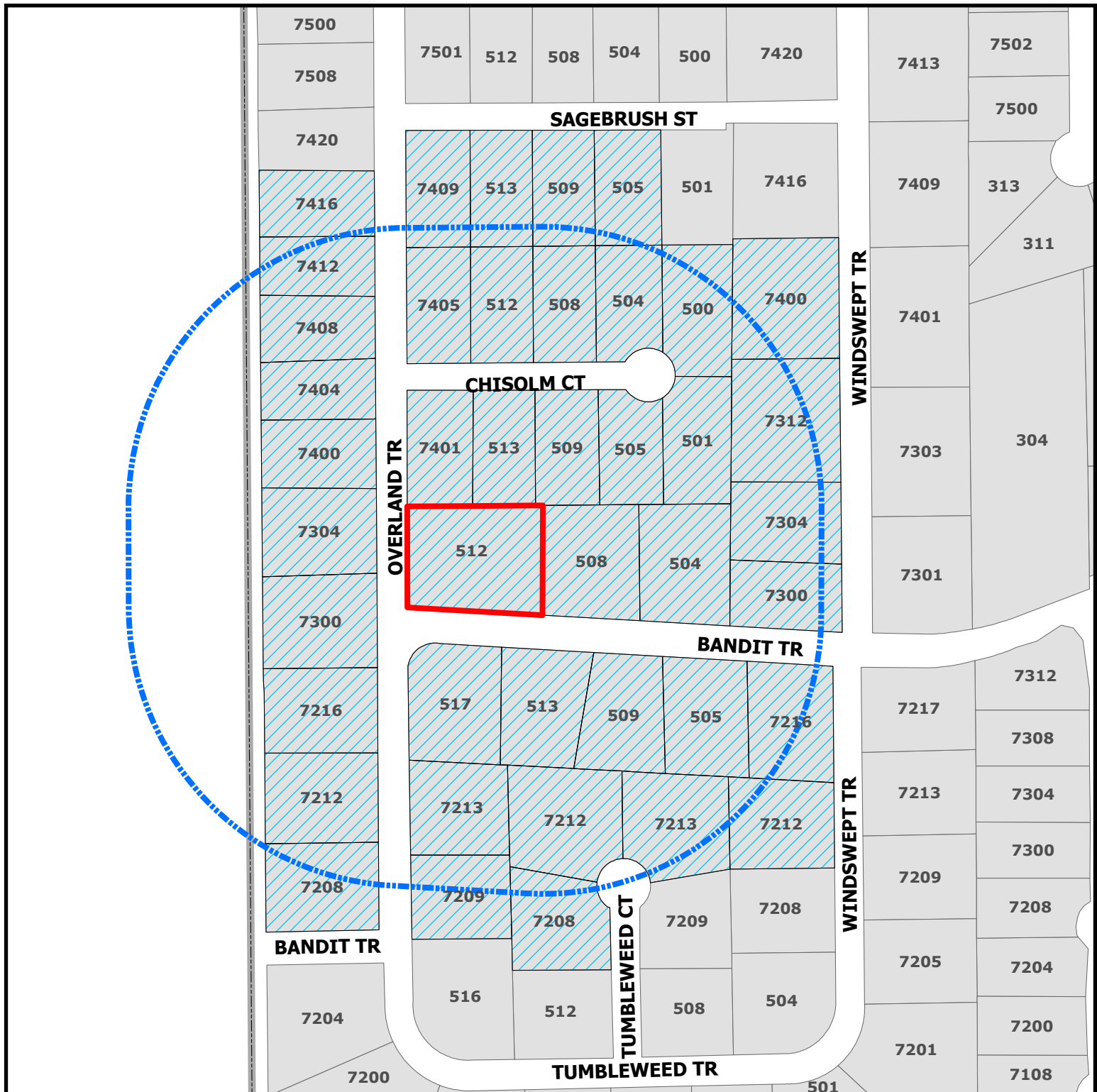


FIRM NO. 10194241
P.O. BOX 3506 SAN ANGELO, TEXAS
PHONE: (325) 939-0043 EMAIL: info@mqitx.com
Copyright 2019 All Rights Reserved

FIELD: JC
OFFICE: JAC
JOB NO.: 23100018

BUYER:
GF NO:
TITLE CO.:

Notification Map

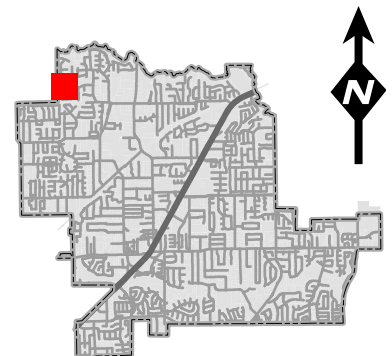


PC23-011 - Replat

PC23-011

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-  Parcels to be notified
 Buffer
 Subject Property





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, December 11, 2023 at 7:00 p.m.

City Council Meetings: Wednesday, January 3, 2024

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

Request: Consideration of a Replat for Lot 3A & 3B, Block 4, Western Trails Addition, being Lot 3, Block 4, Western Trails Addition. The request is to replat the lot into two separate lots. Both lots will comply with the R-20 zoning standards.

Zoning Case: PC23-011

Applicant: Gary Starr

Owner: Palmer Equities, LLC

Location: 512 Bandit Tr

Property Description: Lot 3, Block 4, Western-Trails Colleyville

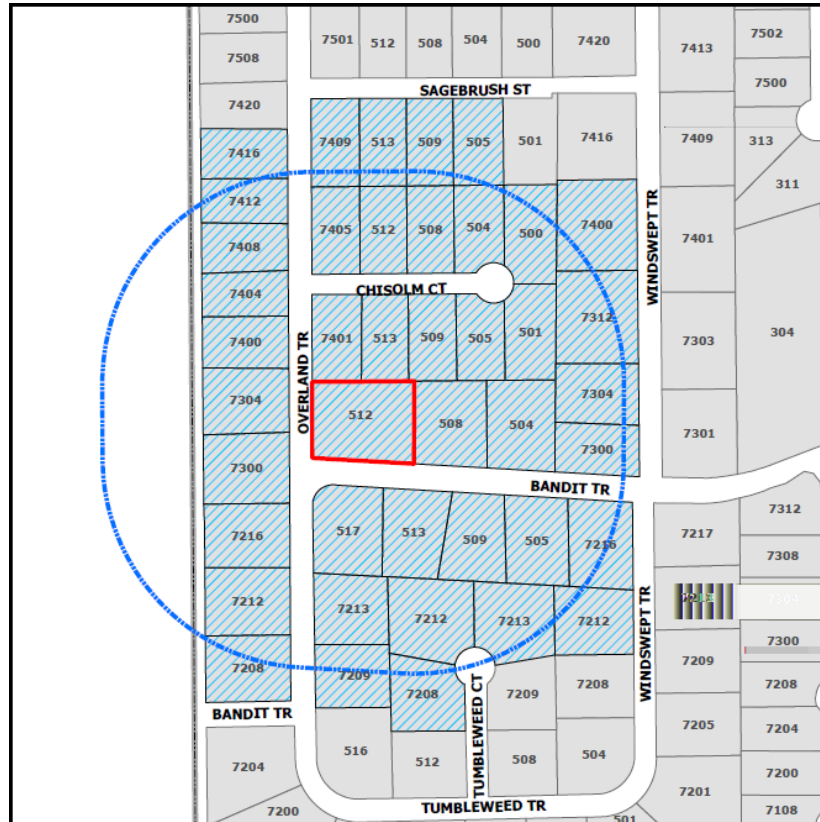
Present Zoning: R-20 Single Family Residential District

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 1,000 feet. Action by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request.

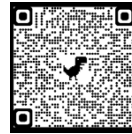
All interested persons are encouraged to attend the public hearing and express their opinions on the plat request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

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

NOTICE OF PUBLIC HEARING



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



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Chris Pham

Christopher Pham
Planner
cpham@colleyville.com

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
KELSO, TIMOTHY M	504 BANDIT TR	COLLEYVILLE, TX	76034	504 BANDIT TR
SARTAIN, DARIN	7400 OVERLAND TR	COLLEYVILLE, TX	76034	7400 OVERLAND TR
RAMANUJAM, KANNAN	513 BANDIT TR	COLLEYVILLE, TX	76034	513 BANDIT TR
UMPHREY, BARBARA JOYCE	7312 WINDSWEPT TRL	COLLEYVILLE, TX	76034	7312 WINDSWEPT TR
IHNAT, PETER	7405 OVERLAND TRL	COLLEYVILLE, TX	76034	7405 OVERLAND TR
BURLESON, JAMES W	7304 WINDSWEPT TR	COLLEYVILLE, TX	76034	7304 WINDSWEPT TR
ANDERSON, LEE TAYLOR	7213 OVERLAND TR	COLLEYVILLE, TX	76034	7213 OVERLAND TR
STEWART, ROBYN E	7212 OVERLAND TR	COLLEYVILLE, TX	76034	7212 OVERLAND TR
TEAFATILLER, CHLOE L	508 CHISOLM CT	COLLEYVILLE, TX	76034	508 CHISOLM CT
FISCHBACH, BERNARD	7300 OVERLAND TRL	COLLEYVILLE, TX	76034	7300 OVERLAND TR
TALLO, JEREMY	7401 OVERLAND TRL	COLLEYVILLE, TX	76034	7401 OVERLAND TR
REDD, JUSTIN	509 CHISOLM CT	COLLEYVILLE, TX	76034	509 CHISOLM CT
GILLENWATER, ANTHONY W	7408 OVERLAND TR	COLLEYVILLE, TX	76034	7408 OVERLAND TR
SCOTT, ANDREW	7212 TUMBLEWEED CT	COLLEYVILLE, TX	76034	7212 TUMBLEWEED CT
LEDING, JONATHAN	501 CHISOLM CT	COLLEYVILLE, TX	76034	501 CHISOLM CT
MANRY LIVING TRUST	7300 WINDSWEPT TR	COLLEYVILLE, TX	76034	7300 WINDSWEPT TR
WHISENAND, MICHAEL DEREK	513 CHISOLM CT	COLLEYVILLE, TX	76034	513 CHISOLM CT
MCCOY, MICHAEL J	505 CHISOLM CT	COLLEYVILLE, TX	76034	505 CHISOLM CT
GILES, GARY W	512 BANDIT TR	COLLEYVILLE, TX	76034	512 BANDIT TR
THORNSBURG, MARK	512 CHISOLM CT	COLLEYVILLE, TX	76034	512 CHISOLM CT
EDINGTON, RONALD J	505 SAGEBRUSH ST	COLLEYVILLE, TX	76034	505 SAGEBRUSH ST
CICHERSKI, THOMAS J	7404 OVERLAND TR	COLLEYVILLE, TX	76034	7404 OVERLAND TR
WESSNER, JOHN J	7216 OVERLAND TR	COLLEYVILLE, TX	76034	7216 OVERLAND TR
ANGLIN, L PAT ETAL	505 BANDIT TR	COLLEYVILLE, TX	76034	505 BANDIT TR
TERANDO FAMILY TRUST	509 SAGEBRUSH ST	COLLEYVILLE, TX	76034	509 SAGEBRUSH ST
BROWN, MICHAEL W	508 BANDIT TR	COLLEYVILLE, TX	76034	508 BANDIT TR
EAVES, CAROL	7409 OVERLAND TRL	COLLEYVILLE, TX	76034	7409 OVERLAND TR
KONECNY, KERRY L	516 TUMBLEWEED TRL	COLLEYVILLE, TX	76034	7209 OVERLAND TR
GONZALES, MICHAEL	7412 OVERLAND TR	COLLEYVILLE, TX	76034	7412 OVERLAND TR
FINLEY, JACQUELINE	7400 WINDSWEPT TR	COLLEYVILLE, TX	76034	7400 WINDSWEPT TR
ROBERTS, RONALD A	513 SAGEBRUSH ST	COLLEYVILLE, TX	76034	513 SAGEBRUSH ST
JAEGER, BOBBIE E	200 E CROSLIN	AUSTIN, TX	78752	509 BANDIT TR
DAVIS, MICHAEL	7212 WINDSWEPT TR	COLLEYVILLE, TX	76034	7212 WINDSWEPT TR
BABCOCK, ISAIAH	7304 OVERLAND TRL	COLLEYVILLE, TX	76034	7304 OVERLAND TR
SCHUMACHER, ROBERT	7416 OVERLAND TRL	COLLEYVILLE, TX	76034	7416 OVERLAND TR
PICKERING, FOREST A	7208 OVERLAND TR	COLLEYVILLE, TX	76034	7208 OVERLAND TR
RAKOCZY, JOE	7208 TUMBLEWEED CT	COLLEYVILLE, TX	76034	7208 TUMBLEWEED CT
BROWN, CHRISTOPHER	7213 TUMBLEWEED CT	COLLEYVILLE, TX	76034	7213 TUMBLEWEED CT
HIGGINS, JAMES V	500 CHISOLM CT	COLLEYVILLE, TX	76034	500 CHISOLM CT
O'CONNOR, JO NELL	517 BANDIT TR	COLLEYVILLE, TX	76034	517 BANDIT TR
THAYER, JAMES	7216 WINDSWEPT TR	COLLEYVILLE, TX	76034	7216 WINDSWEPT TR
BENTON, MATT	504 CHISOLM CT	COLLEYVILLE, TX	76034	504 CHISOLM CT
VANGUARD ESTATES ADDITION	7205 Vanguard Court	COLLEYVILLE ,TX	76034	COURTESY NOTICE
MONTICELLO ADDITION-COLLEYVLL	P.O. Box 254	COLLEYVILLE ,TX	76034	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX	76051	STATE REQUIRED

Kerry and Michele Konecny
516 Tumbleweed Trail
Colleyville, TX 76034

December 7, 2023

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

To Whom It May Concern:

Because we are unable to attend the public hearing on Dec. 11, **we are writing to enter our request that the city deny the Replat for Lot 3, Block 4, Western Trails Addition (512 Bandit Trail) into two separate lots (3A & 3B).**

Western Trails is a rare neighborhood with open spaces and large lots. We anticipate that if one replat request is granted, it will be followed by more requests and applications for exemptions to city codes and zoning as older homes go on the market. If these are granted, it will result in the community being segmented into smaller lots and losing its character. Western Trails is a wonderful example of what makes Colleyville a unique and desirable place to live.

Thank you for your consideration.


Kerry Konecny


Michele Konecny

From: [REDACTED]
Sent: Sunday, January 7, 2024 6:13:55 PM
To: [David.groves](#) [REDACTED]; [mark](#) [REDACTED]; [s](#) [REDACTED];
[Timraine](#) [REDACTED]; [savoie.](#) [REDACTED]; [ckbevill](#) [REDACTED];
[jerome.obinabo](#) [REDACTED]; Chuck Kelley
Cc: Bobby Lindamood; Callie Rigney; Brandi Elder; George Bond; Scotty Richardson; Ben Graves
Subject: Re-Plat Opposition/512 Bandit Trl

To whom it may concern,

Attached is my letter of opposition to the Re-Plat from one to two lots of 512 Bandit Trl. Due to illness I will not be able to attend the Monday, January 8, 2023 meeting so I hope this will serve as my notice of opposition.

Thank you for all you do

Wendy Kelso
504 Bandit Trl
Colleville TX 76034
[REDACTED]

RESOLUTION R-24-4912

**A RESOLUTION APPROVING A REPLAT FOR
LOTS 3A AND 3B, BLOCK 4, WESTERN TRAILS ADDITION**

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lots 3A and 3B, Block 4, Western Trails addition, on January 8, 2024.

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

Sec. 1. THAT the replat for Lots 3A and 3B, Block 4, Western Trails addition on approximately 1.05 acres, attached as Exhibit "A" – Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 6TH DAY OF FEBRUARY 2024.

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

MINUTY MAP
SCALE 1"=100'

OVERLAND TRAIL
VOLUME 388-65, PAGE 20
LOT 4

BANQUET TRAIL
VOLUME 388-65, PAGE 20
LOT 3

LOT 5

LOT 6

LOT 7

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RESOLUTION R-24-4913

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
FEBRUARY 6, 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 6TH DAY OF
FEBRUARY 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