



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, MARCH 19, 2024

WORKSESSION - 5:30 PM EXECUTIVE CONFERENCE ROOM THIRD FLOOR

CALL TO ORDER

- WS-1** Discussion of adding a map layer to provide for identification of public or open space
- WS-2** Discussion of electric vehicle charging stations
- WS-3** Discussion of drone deliveries
- WS-4** Community Development Department update
- WS-5** Discussion of the March 19, 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

- Right-of-Way Acquisition - West McDonwell School Road
- SH26 - Colleyville Boulevard

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: Compass 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-24-4920**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4921**
 - 4a** Approval of the minutes of the regular City Council meeting of March 5, 2024
 - 4b** Accepting the annual audit for the Fiscal Year ended September 30, 2023
 - 4c** Approval of the purchase and installation of a Playground Boss playground at Kimzey Park, in an amount not to exceed \$348,331, and authorizing the City Manager to execute the documents
 - 4d** Approval of the purchase and installation of license plate readers in support of the License Plate Reader Expansion Project, in an amount not to exceed \$100,000, and authorizing the City Manager to execute the documents
 - 4e** Approval of a construction contract with 2R Construction Services, LLC for the Quail Crest and Woodbriar Estates Water and Wastewater Improvements Project, in an amount not to exceed \$3,599,898.45 and a contingency amount not to exceed \$400,000.00 and a materials testing amount not to exceed \$99,070.00, and authorizing the City Manager to execute the contract, and providing for the combination of funds to include the Capital Utility Fund and the use of impact fees for the portion of the project related to upsizing of pipelines
 - 4f** Appointing members to the Colleyville Center Advisory Committee and the Parks and Recreation Advisory Board
- 5. ITEMS NOT FOR CITY COUNCIL ACTION**
 - 5a** Monthly Financial Report - February 2024

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**6a Ordinance O-24-2275**

Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.26.E, specifically to allow for corner side yard fences greater than 30 inches in height and no greater than 25 percent opaque construction to be placed ten feet from the property line, Case GC24-001

7. CITIZEN COMMENTS**8. REPORTS**

May 10, 2022 Zoning Board of Adjustment Minutes

February 12, 2024 Planning and Zoning Commission Meeting Minutes

February 26, 2024 Planning and Zoning Commission Worksession Minutes

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 19, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4922**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, March 15, 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 3/19/2024

Type Worksession

Department Community Development

Title

Discussion of adding a map layer to provide for identification of public or open space

Explanation

There is a desire to identify public or open space on the City's mapping program (GIS). This will allow both internal and external users to easily identify property primarily used for open space, parks, or municipal activity. It excludes those properties the City has purchased for economic development or redevelopment purposes. As a layer, it will not affect the zoning on the property and will be for identification purposes only. When using the GIS map, the layer will be able to be turned on and off easily, depending on the need.

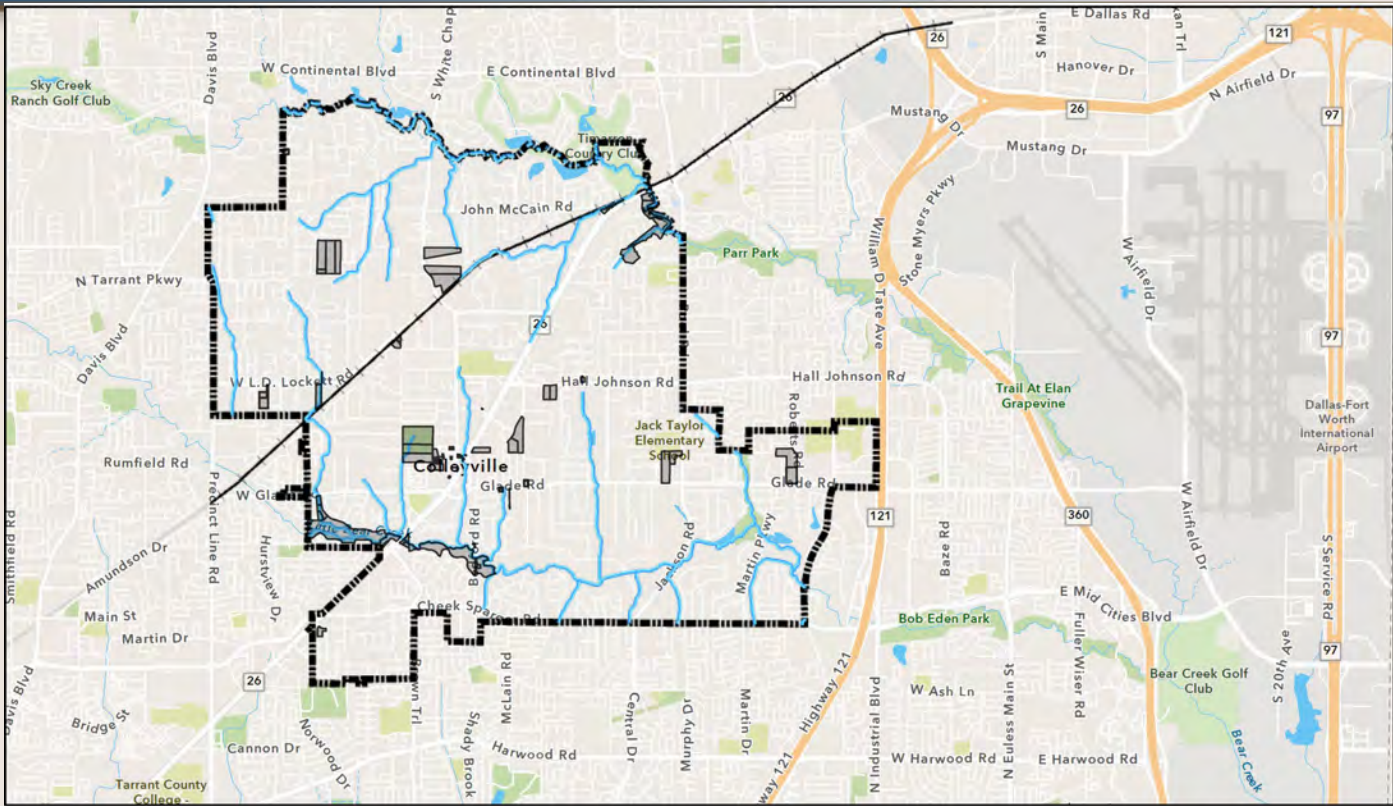
Attachments

1. GIS Map Layer for City-Owned Properties

GIS Map Layer for City-Owned Properties

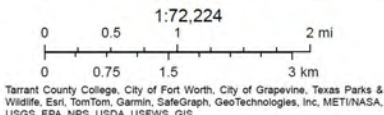
March 19, 2024
Council Worksession

New Map Layer

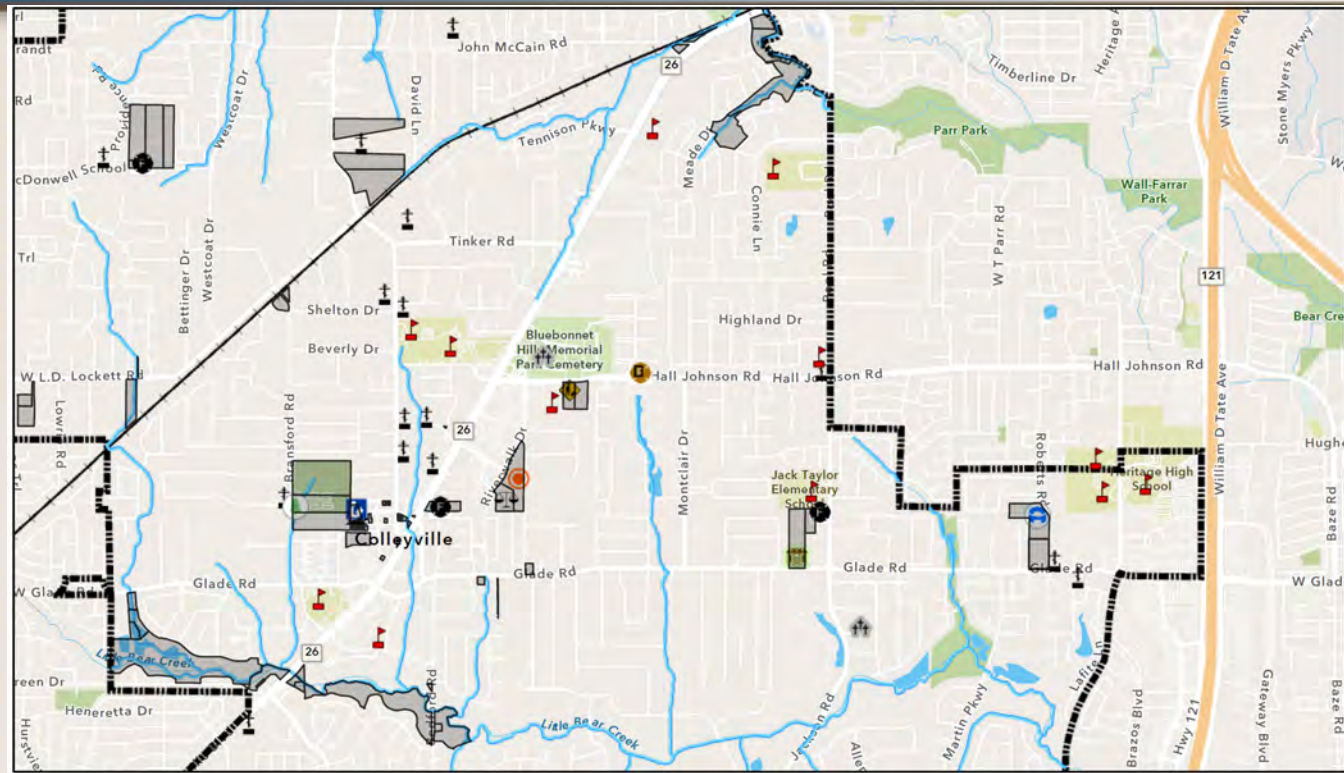


3/11/2024, 11:58:27 AM

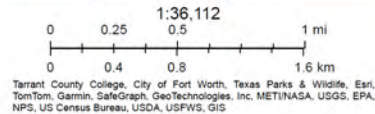
- Civic and Open Space
- City Limit
- Railroad
- Streams



New Map Layer



- 3/11/2024 11:54:01 AM
- | | | | | |
|----------------------|--------------------|--------------------|---------------------|-------------------|
| Civic and Open Space | Cemetery | Schools | Fire Station | Public Works |
| City Limit | Religious Facility | Municipal Building | Old Fire Station #1 | Senior Center |
| Railroad | Church | City Hall | Justice Center | Park Maintenance |
| Streams | Mosque | Colleyville Center | Library | Recreation Center |



New Map Layer



Colleyville Map

Active Development Case Utilities Trash & Recycle Service

+

-

Home

Layers

600ft

loading...

Enter the address here

Q

Layer List

Layers

☒ City of Colleyville Owns

☒ Parks Label

☐ TADMap - Data

☐ Address

☒ Basemap

☒ Parcel

☐ Fire_Hydrant

☐ Parks

☐ Prelim_BFE

☐ PrelimFIRM

☐ NFHL

☐ Economic Development

☒ Zoning

☐ Storm_Service

☐ Water_Service

☐ Sewer_Service

☐ Contours

☐ Aerial 2017

☐ Aerial 2019

☐ Aerial 2020

A detailed map of a portion of Colleyville, Texas. The map is color-coded by zoning district: yellow for residential (R-10, R-20, R-30, R-40, R-1F, R-2F), red for commercial (CC-1, CC-2), and grey for public use (PUD-R, PUD-C). Landmarks include the LDS Church, Bransford Elementary, Colleyville Montessori, Crosscreek Church, and the Colleyville Center. Major roads like Colleyville Blvd and Bransford Rd are shown. The map interface includes a top navigation bar, a left sidebar with map controls, and a right sidebar with a layer list.

Questions/Comments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 3/19/2024

Type Worksession

Department City Manager

Title

Discussion of electric vehicle charging stations

Explanation

The City of Grapevine recently adopted regulations pertaining to electric vehicle (EV) charging stations. Staff will present the current status of EV charging stations in and around Colleyville as well as a review of the Grapevine regulations.

Attachments

1. EV Charging Stations

EV Charging Stations

March 19, 2024
Council Worksession

EV Charging Stations in Colleyville



EV Charging Stations in Colleyville

Whole Foods - Permanently closed



WILLOW SAGE SALON

d Jones - Financial Advisor, Michael W.

W L D Lockett Rd

Heron Dr W

Victorious Home Healthcare

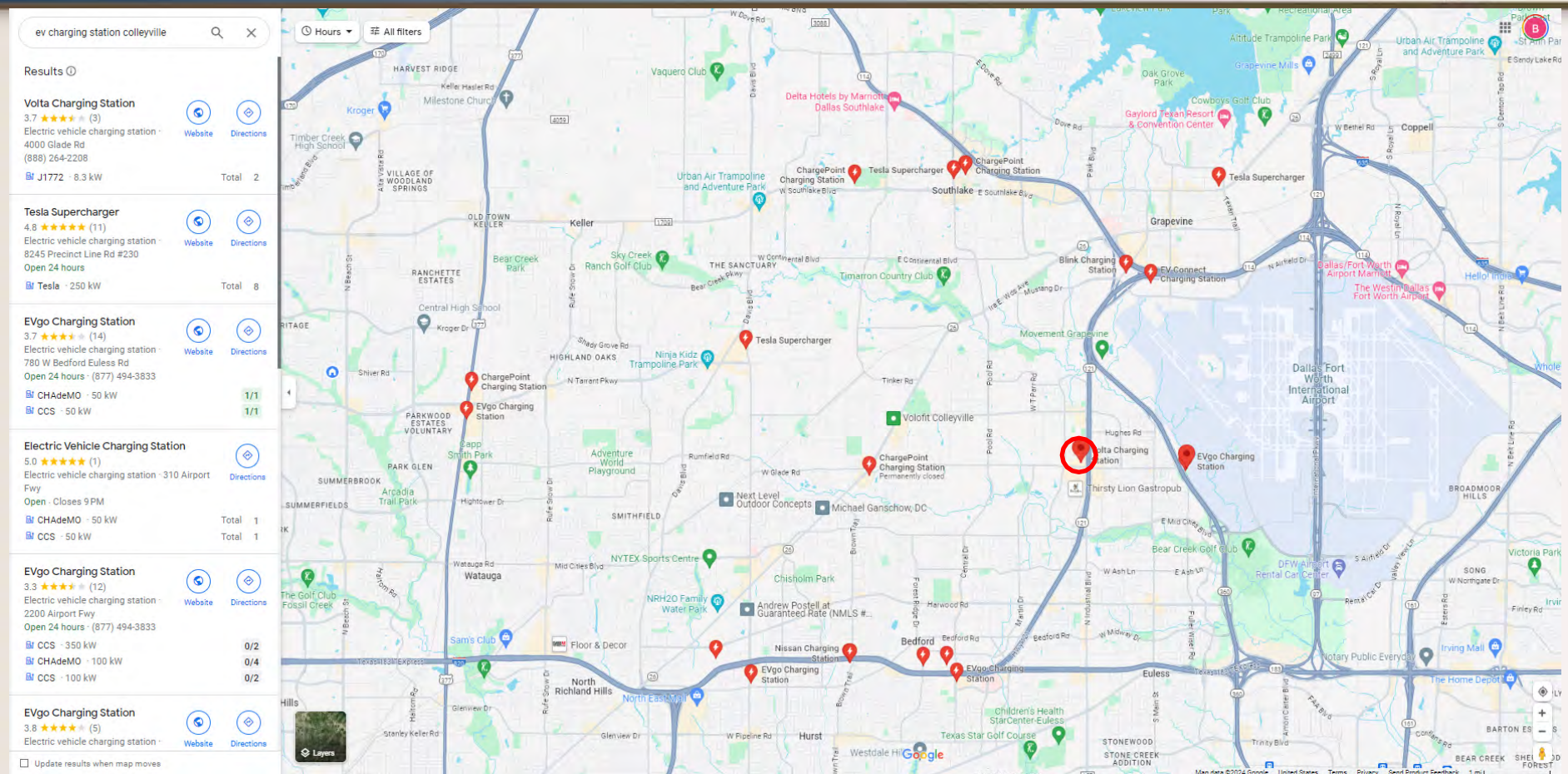
Our Country Homes Thornbridgexes

Seven Oaks Dr

Google

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EV Charging Stations in Region



EV Charging Stations in Region



NRH - Precinct Line Road



Grapevine - EV Charging Station Regulations

Conditional Uses for EV Charging Stations in the following districts:

- R-MF Multifamily
- CC Community Commercial
- HC Highway Commercial
- CBD Central Business District
- LI Light Industrial
- BP Business Park
- GU Governmental Use

Grapevine - EV Charging Station Regulations

1. A permit from the Building Services Department is required for the construction, replacement or installation of an EV charging station in non-residential and multifamily districts or installation of electrical equipment for the purposes of charging an electric or hybrid vehicle in a residential dwelling.
2. EV charging stations must be in addition to required parking spaces.
3. All signage associated with the charging stations must be approved as part of the Conditional Use Permit.
4. No off-premise signage, through installation of changeable copy screens or devices are permitted within, on, adjacent to, or associated with an EV charging station.
5. EV charging stations may not be located immediately adjacent to public rights-of-way, and must be located internal to a property.
6. If installed within 50 linear feet of an adjacent residential use or district, screening must be provided and consistent with Section 50, Subsection B.1., *Location of Required Screening*.
7. All charging stations must be setback a minimum of 20 feet from adjacent property lines when immediately adjacent to a residential use or district.
8. EV supply equipment including feeders and distribution equipment shall be placed and operated from underground electric sources and not from electric poles. Transformers, switch gears, and other required electrical components shall be pad mounted.
9. Every application and permit for an EV charging station must include a utility will-serve letter from the local electric delivery company detailing their ability to serve the site.
10. Emergency power shut-off and parking structure prohibition requirements shall be regulated by the building and fire codes adopted by the City. In any case where there is conflict between ordinance and code, the most restrictive requirement shall apply.

- Currently in Colleyville a permit is required for installation on residential or commercial property
- Is there need to further regulate charging stations (commercial application)?
 - Provide additional regulations only; permit given if rules are met; no Council approval
 - Or require a Special Use Permit
- Could use language similar to Grapevine regulations
- Additional concerns?

Questions/Comments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 3/19/2024

Type Worksession

Department Community Development

Title

Discussion of drone deliveries

Explanation

The North Richland Hills City Council approved a drone delivery operation in association with Walmart at their store located at North Tarrant Parkway and Precinct Line Road, which is just outside the Colleyville city limits. With a delivery zone of up to six miles, this potentially puts all of Colleyville within the delivery area for drone deliveries. Staff will present information on the drone delivery process and answer questions from the council.

Attachments

1. Drone Delivery
2. Wing Brochure

Drone Delivery

March 19, 2024
Council Worksession

Drone Delivery Approved in North Richland Hills

- NRH City Council approved drone delivery at 2 Walmart locations:
 - o Precinct Line & N. Tarrant Pkwy
 - o Loop 820 near Rufe Snow Dr
- Delivery area is up to 6 miles
 - o this potentially includes all of Colleyville
- Hours of service:
 - o 9am-5pm, 7 days a week (weather permitting)



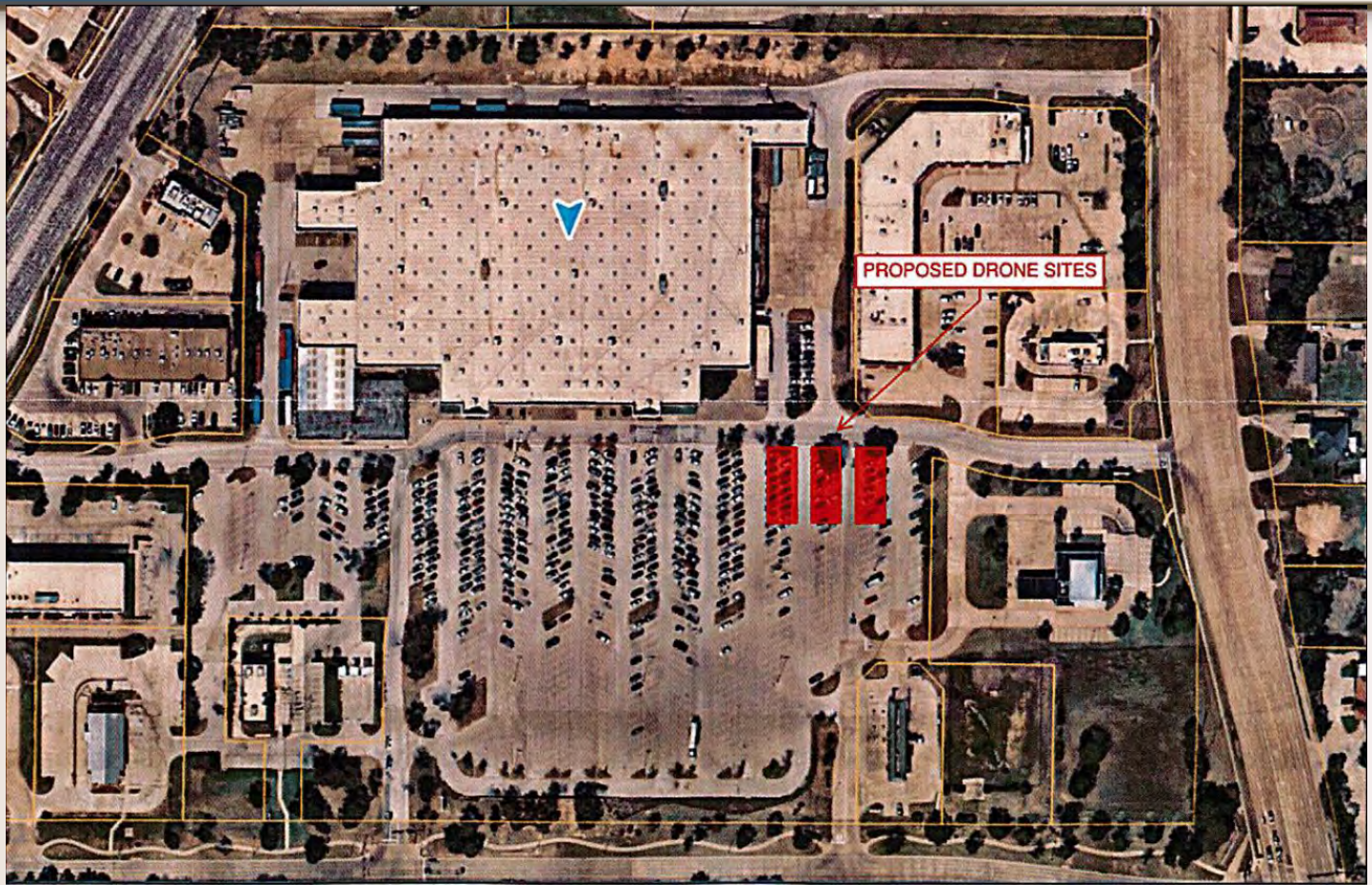
Wing



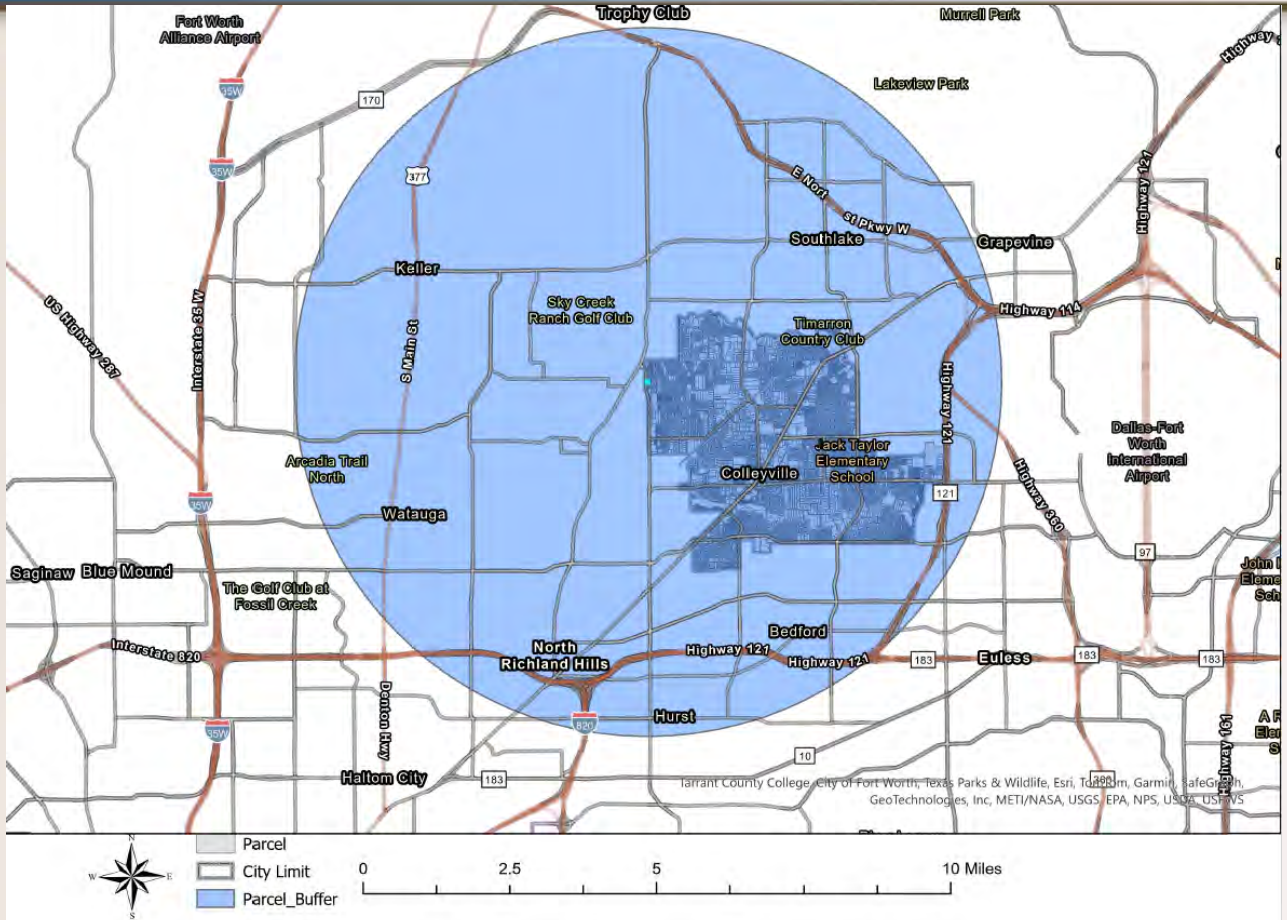
Drone Delivery



Drone Delivery

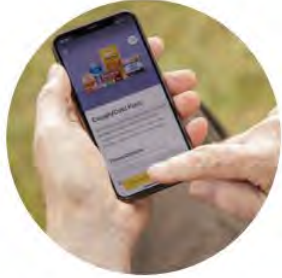


Drone Delivery



Drone Delivery

How it works



1

ORDER AND
PREPARATION



2

PLANNING
DELIVERY
ROUTE



3

CHECKS AND
TAKEOFF



4

DELIVERY
LOADED



5

CRUISE
AT APPROX.
65 MPH



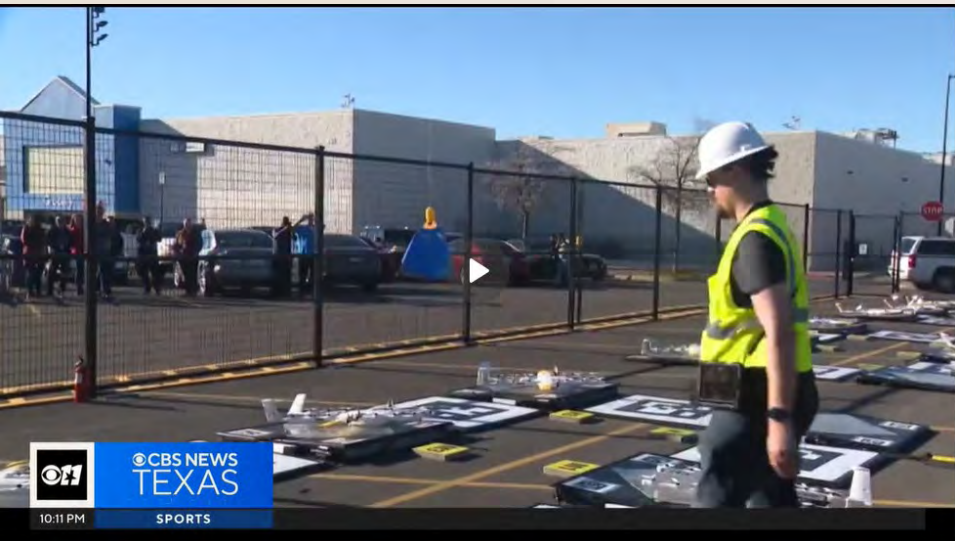
6

DELIVERED IN
UNDER 30 MINS

Drone Delivery



Drone Delivery



Drone Delivery



Wing by the Numbers

2:47

To date, our fastest delivery is 2 minutes and 47 seconds!

350,000+

We've flown over 350,000 commercial orders to our customers.

1st

DFW was the first major U.S. metropolitan area with a commercial delivery service, delivered by Wing.

94%

For timely deliveries, our electric aircraft cuts emissions per delivery by 94% compared to delivery by car.

Council Input

- Air space is controlled by the FAA
- Ability to regulate: launch area
 - Current code would view as a heliport (SUP required)
- Additional regulations for heliport design?
- Additional concerns?



Questions/Comments



Wing is flying in Texas!

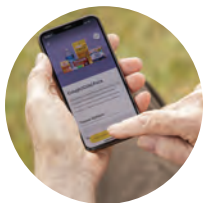
Who is Wing?

Wing provides drone delivery as a faster, safer, and cleaner way to transport everyday goods. We've built lightweight, electric aircraft that can deliver food, medicine, and household items directly to homes in minutes.

Since 2012, Wing has safely completed more than 350,000 commercial deliveries and thousands of additional flights in the United States, Europe, and Australia.

Wing started flying in the Dallas-Fort Worth Metroplex in Frisco in 2022, becoming the first commercial drone delivery service available in a major U.S. metropolitan area. Since then, drone delivery has become a regular part of our partner's customers' lives, and we've expanded our services. We look forward to serving many more communities soon.

How it works



1

ORDER AND PREPARATION



2

PLANNING DELIVERY ROUTE



3

CHECKS AND TAKEOFF



4

DELIVERY LOADED



5

CRUISE AT APPROX. 65 MPH



6

DELIVERED IN UNDER 30 MINS



SAFETY Wing has completed over 350,000 commercial deliveries and thousands of additional test flights. Safety is our highest priority.



PRIVACY There is no live feed of any imagery to anyone, including pilots overseeing operations. Cameras on board are low resolution.



ENVIRONMENTAL When a customer orders a box of pasta from Wing, they use more energy boiling the water than we use delivering the product.



CONGESTION Drone deliveries can replace some trips to the store, meaning fewer vehicles on the roadways and less traffic on local streets.



SERVICE Customers typically receive their orders within 30 minutes of placing their order.



ECONOMIC Drones can help connect businesses and customers, enabling local shops to expand their footprint for delivery and serve a wider population.



Wing by the Numbers

2:47

To date, our fastest delivery is 2 minutes and 47 seconds!

350,000+

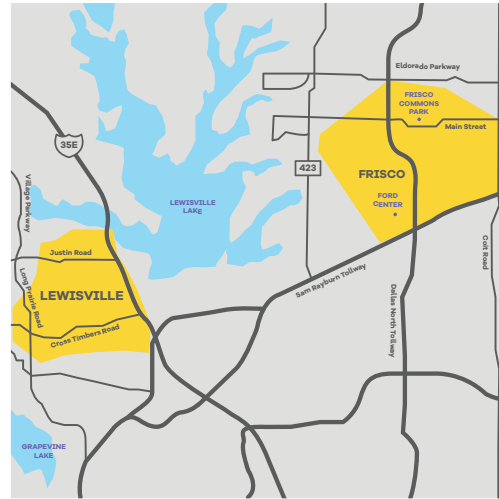
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94%

For timely deliveries, our electric aircraft cuts emissions per delivery by 94% compared to delivery by car.



Frequently Asked Questions

How do I sign up?

Visit wing.com/getdelivery. If your address is eligible for orders today, you're ready to try your first delivery. If not, hang tight and join our email list so we can let you know when service is available.

When and where do you operate?

We operate 9am-5pm, 7 days a week, weather permitting. We operate up to a 6 mile radius around select Walmart stores. Visit wing.com/getdelivery to learn about our current service area.

How do you approach safety?

Safety is our highest priority. We've completed more than 350,000+ commercial deliveries and thousands more test and simulation flights to confirm the safety of our operations. In addition to this, we have multiple levels of redundancy built into our operations, including real-time systems that conduct health and safety checks on our drones, and qualified pilots who oversee operations. To offer this service in the U.S, the FAA has rigorously reviewed the safety of Wing's aircraft, personnel and operations and all operations can only be undertaken with FAA approval. Wing was the first drone operator to be certified as an air carrier by the FAA.

How do you approach privacy?

Wing strives to be a trusted member of the community, and that includes complying with the privacy rights of our customers and surrounding communities alike. We comply with applicable privacy laws and regulations as well as our own strong privacy policies and practices.



Wingspan

4.9ft

Drone weight

11.7lbs

Package weight

Up to 2.3lbs

Cruising height

About 150 ft

Cruising speed

About 65 mph



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 3/19/2024

Type Worksession

Department Community Development

Title

Community Development Department update

Explanation

Ben Bryner, Director Community Development, will present a department update to the City Council.

Attachments

1. Department Update

Community Development Department Update

March 19, 2024
Council Worksession

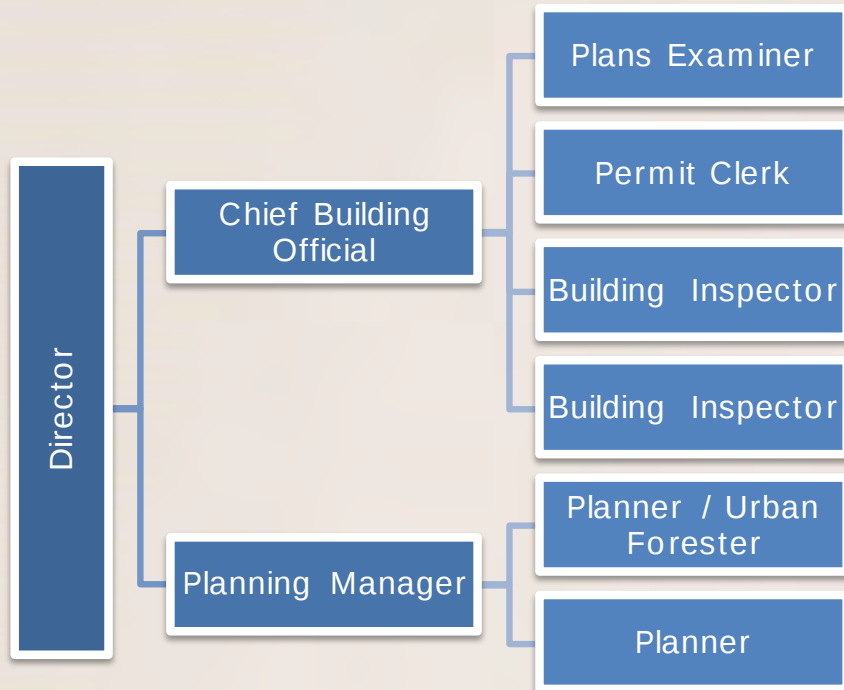
Community Development Department



- The Community Development Department's focus is:
 - Protecting the unique beauty and quality of life of the community
 - Guiding quality, sustainable growth and redevelopment
 - Providing exceptional customer service to our citizens and to the development community
- Responsibilities of the department:
 - Reviewing new development proposals
 - Planning for new growth, redevelopment and long-term community sustainability
 - Ensuring compliance with building codes
- The Department works closely with other City departments to ensure that the development process runs as efficiently and effectively as possible.



Community Development Department



100 Main Street
Colleyville, Texas 76034
Office: 817.503.1050

NAME	TITLE	PHONE	EMAIL
Ben Bryner, AICP	Community Development Director	817.503.1052	bbryner@colleyville.com

Building Inspections

NAME	TITLE	PHONE	EMAIL
Greg Goodrich, CBO	Building Official	817.503.1057	ggoodrich@colleyville.com
Kelly Minor	Plans Examiner	817.503.1034	kminor@colleyville.com
Les Folse	Building Inspector	817.503.1053	lfolse@colleyville.com
Richard Clark	Building Inspector	817.503.1054	rclark@colleyville.com
Keyan Ostad	Planning Technician	817.503.1031	kostad@colleyville.com

Planning Division

NAME	TITLE	PHONE	EMAIL
Jacquelyn Reyff, AICP	Planning Manager	817.503.1056	jreyff@colleyville.com
Chris Pham	Planner	817.503.1051	cpham@colleyville.com
Kris Potts	Planner/Urban Forester	817.503.1055	kpotts@colleyville.com

Community Development Department



Planning Division

- Inquiries
- Business location, startup, and investment (Recruit, Retain, Redevelop)
- Development applications
- City Council, Planning and Zoning Commission, Zoning Board of Adjustment, and Sign Board of Appeals
- Certificates of Occupancy
- Inspections



Active Development Map

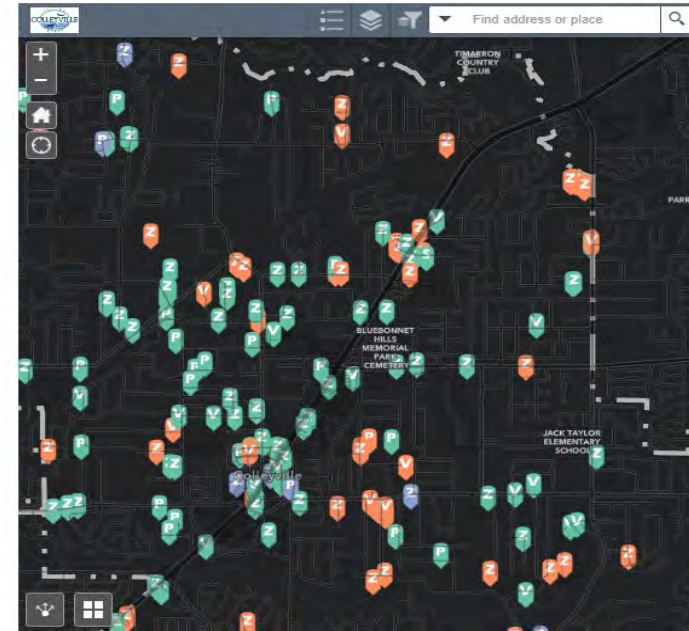
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The Community Development's Active Development Map below shows plats, site plans, zoning change, and variance requests submitted to the department by location. Click on the colored icon below to see more information regarding the cases and their current status. If you are using Internet Explorer as your web browser, please click on "View Larger Map" link below.

Approved • Denied/Withdrawn • In Process

P = Plat • Z = Zoning • S = Site Plan • V = Variance and Sign Variance

[View Larger Map](#)



Planning Cases (Highlights)

<u>Year</u>	<u>Plats</u>	<u>Zoning/SUP</u>	<u>Site Plans</u>	<u>ZBA</u>	<u>SBA</u>	<u>General</u>	<u>=Total</u>
2023	12	35	6	6	4	9	=72

Plats:

- Park Place Addition – 16 single-family lots
- 6 single-lot Minor Plats

Zoning:

- The Bluffs (x2) - denied
- Marshall Grain Nursery
- 105 Cheek-Sparger (Compound Pharmacy)
- Tommy's Car Wash – denied
- Bluebonnet Cemetery SUP
- Tru Bond Veterinary Clinic SUP
- 9 fence SUPs
- 2 sale of alcohol SUPs (The Brunch District & La Penela)

Sign Variances:

- Shipley Donuts – monument sign location
- Wall Mural in Tara Village

Site Plans:

- Green CPA Building
- New Office @ 609 Cheek Sparger (fire rebuild)
- Winding Creek Office Building

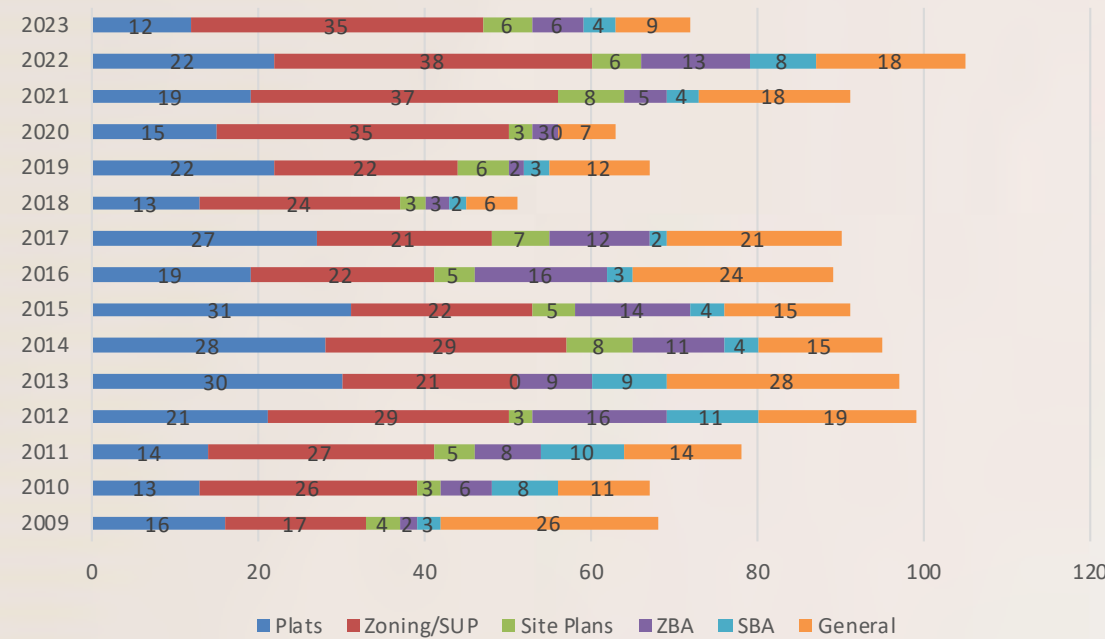
LDC Amendments:

- Political signs
- Driveway Access to Street Stub-outs
- Fire Suppression

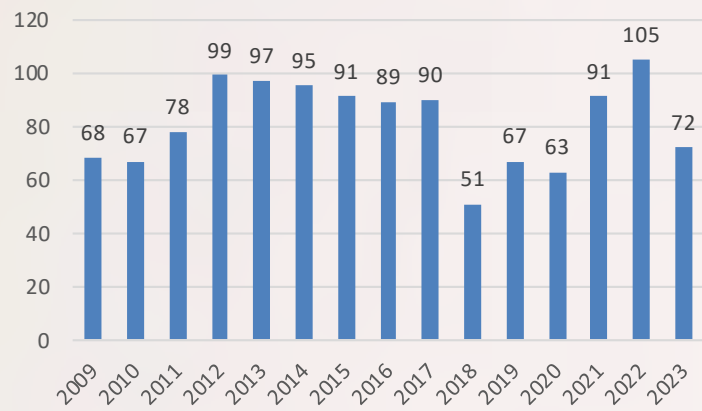
Planning Cases



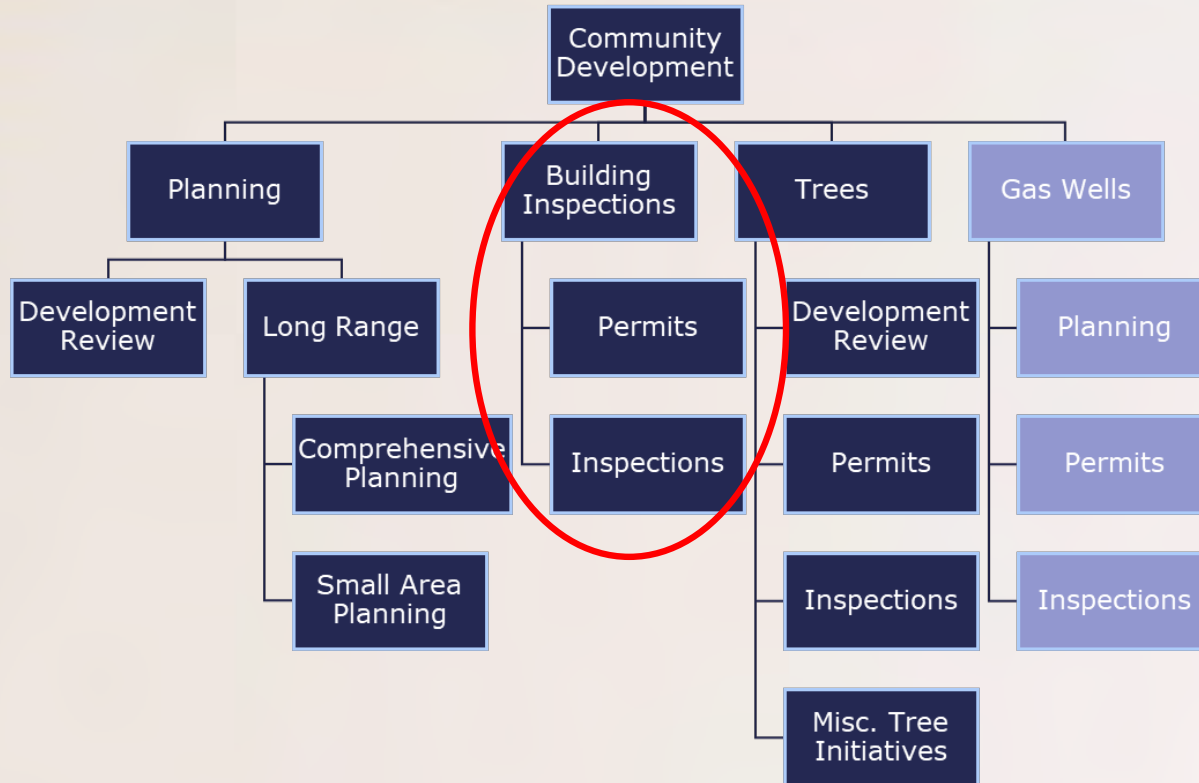
Type of Cases Submitted



Total Cases Submitted



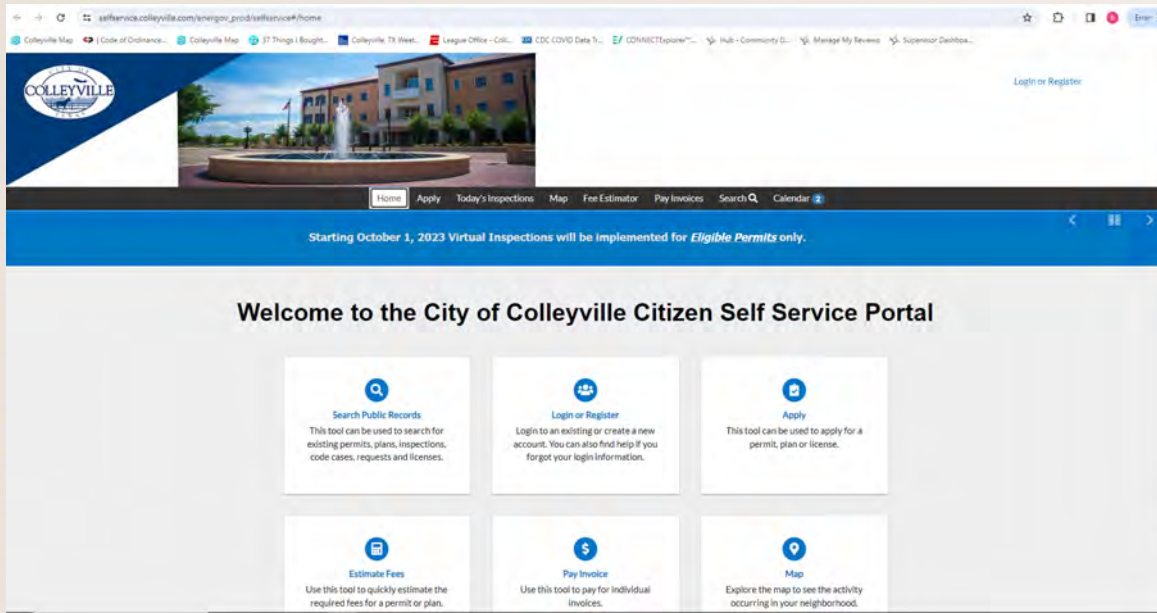
Community Development Department



Building Inspections Division

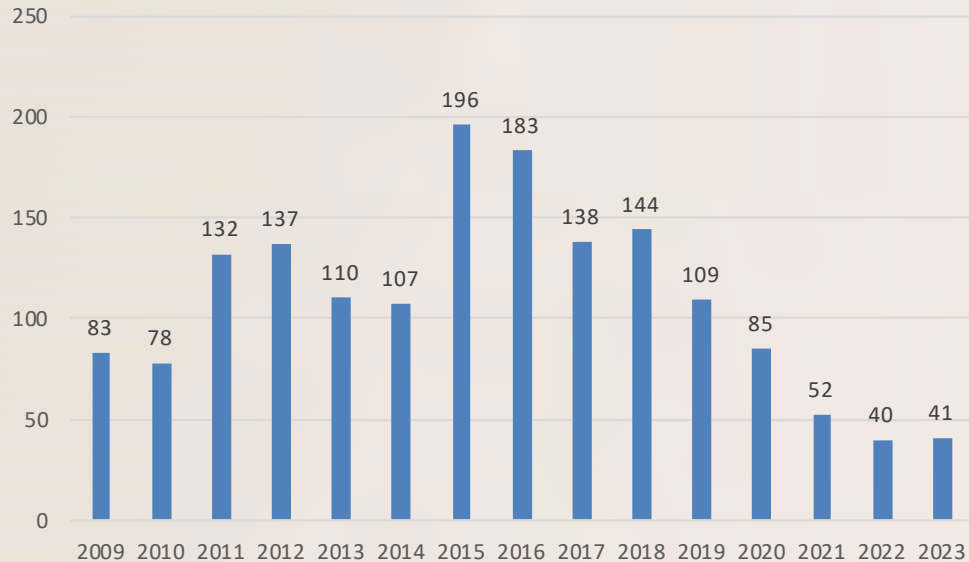
- Inquiries
- Plan Review
- Inspections
- Certificates of Occupancy

- Permits
 - Residential
 - Commercial
 - Demolition
 - Fences
 - Irrigation
 - Mechanical
 - Signs
 - Special Events
 - Many more

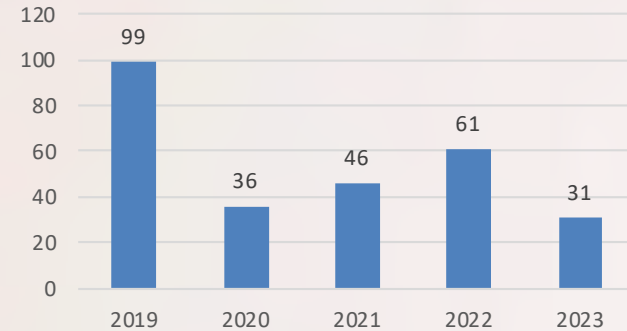


Building Permits - Residential

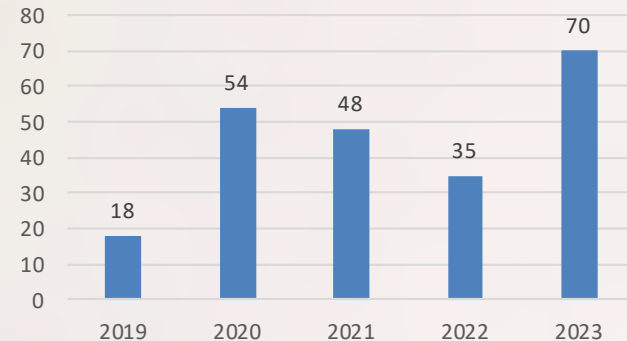
New Single Family Home Permits



Residential Addition Permits

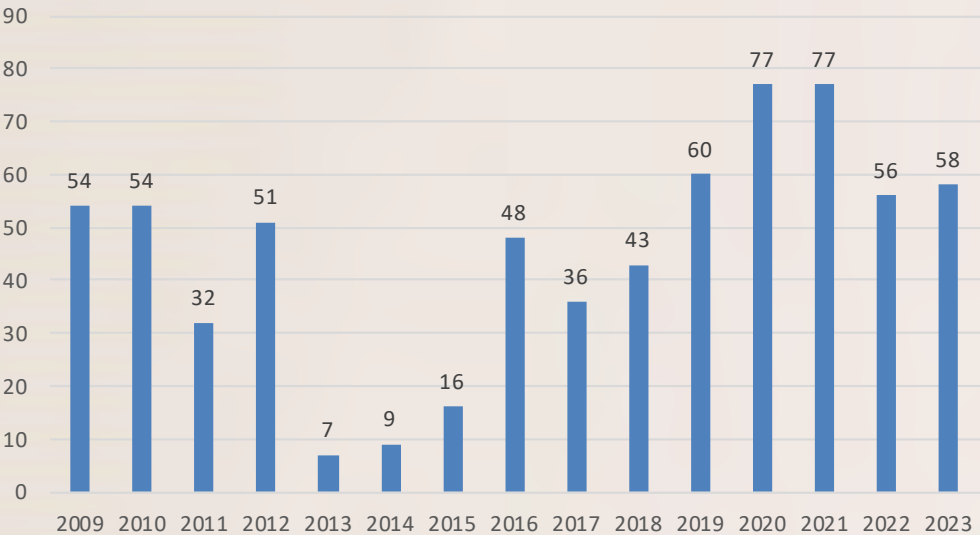


Residential Remodel Permits

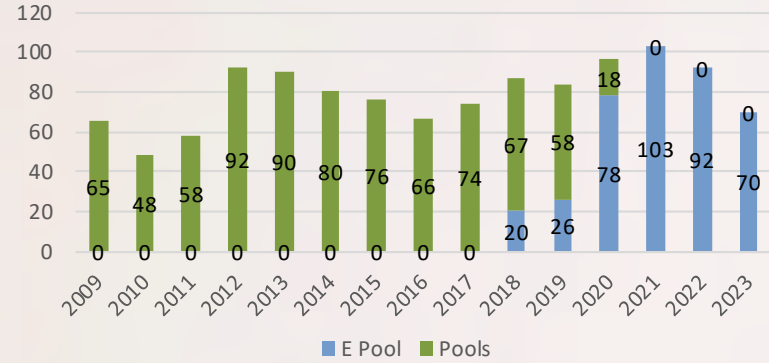


Building Permits - Residential

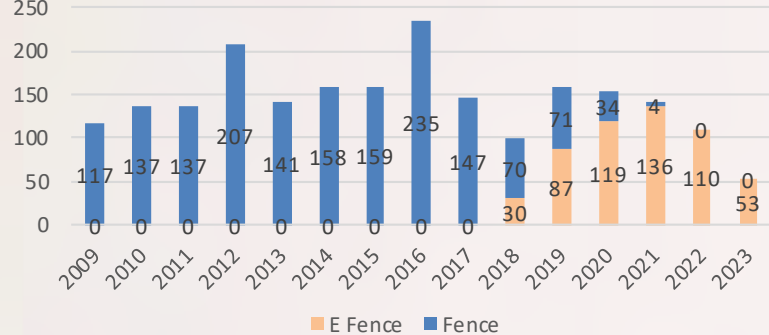
Number of Accessory Building Permits



Pool Permits



Fence Permits



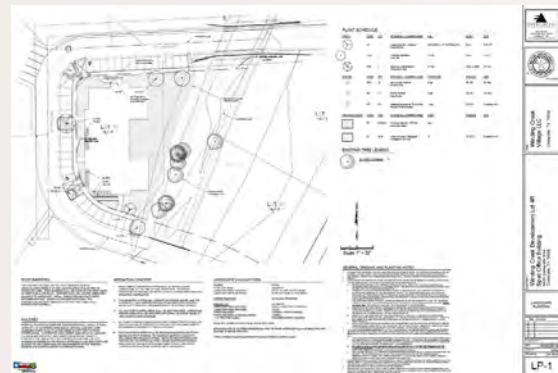
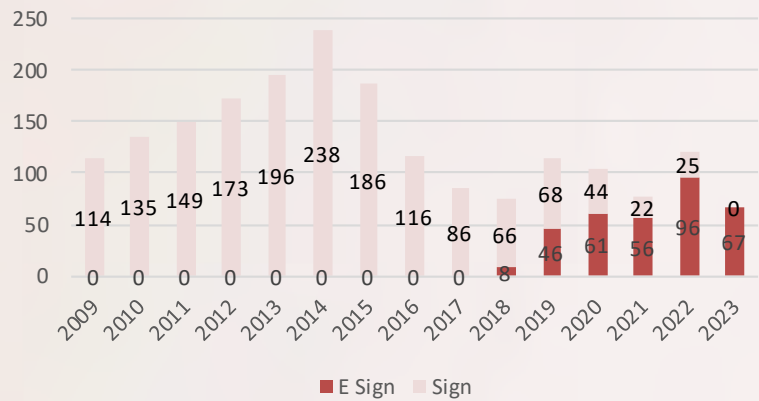
Building Permits - Commercial



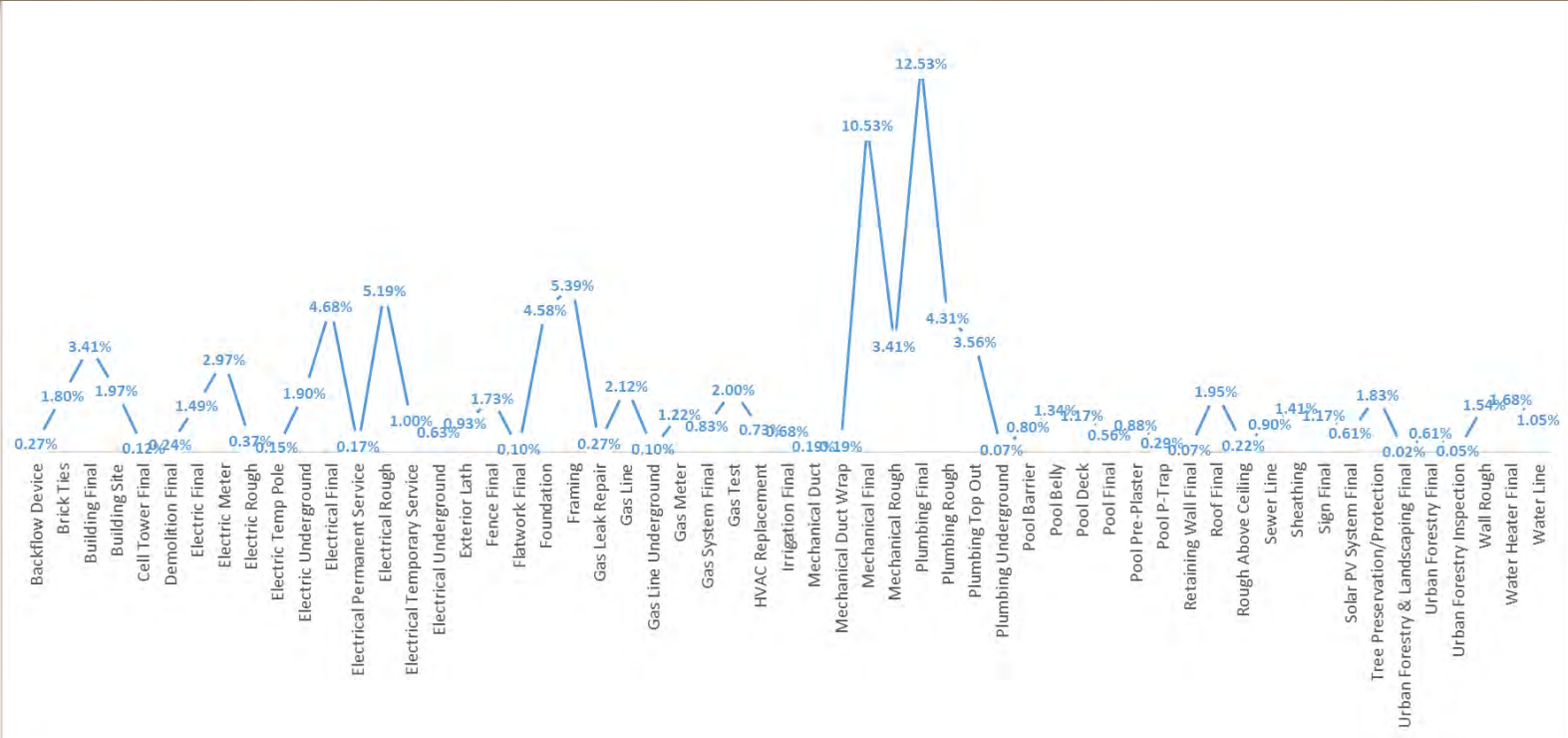
Number of New Commercial Buildings



Sign Permits



Building Inspections



Vital Statistics	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Number of Inspections Performed	9,978	11,981	10,519	7,321	6,971	6,495	6,045

Certificates of Occupancy



Notable Businesses for 2023:

HTeaO
Shipley Donuts
Towne Center Animal Hospital
Brakes Plus
The Brunch District
Tous Les Jours
Temple Coffee & Eatery
Volofit Fitness Studio
Sunstone Pools & Outdoor Living

Questions/Comments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-5

Agenda Date 3/19/2024

Type Worksession

Department City Secretary

Title

Discussion of the March 19, 2024, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1
Type Executive Session
Department City Secretary

Agenda Date 3/19/2024

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

- Right-of-Way Acquisition - West McDonwell School Road
- SH26 - Colleyville Boulevard

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-24-4920

A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF MARCH 19, 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 19TH DAY OF MARCH
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-24-4921

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF MARCH 19, 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 March 5, 2024
 - b. Accepting the annual audit for the Fiscal Year ended September 30, 2023
 - c. Approval of the purchase and installation of a Playground Boss playground at Kimzey Park, in an amount not to exceed \$348,331, and authorizing the City Manager to execute the documents
 - d. Approval of the purchase and installation of license plate readers in support of the License Plate Reader Expansion Project, in an amount not to exceed \$100,000, and authorizing the City Manager to execute the documents
 - e. Approval of a construction contract with 2R Construction Services, LLC for the Quail Crest and Woodbriar Estates Water and Wastewater Improvements Project, in an amount not to exceed \$3,599,898.45 and a contingency amount not to exceed \$400,000.00 and a materials testing amount not to exceed \$99,070.00, and authorizing the City Manager to execute the contract, and providing for the combination of funds to include the Capital Utility Fund and the use of impact fees for the portion of the project related to upsizing of pipelines
 - f. Appointing members to the Colleyville Center Advisory Committee and the Parks and Recreation Advisory Board

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 19TH DAY OF MARCH 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 MINUTES
100 Main Street, Colleyville, Texas, 76034

TUESDAY, MARCH 5, 2024

Mayor Bobby Lindamood called the Colleyville City Council Meeting to order on Tuesday, March 5, 2024, at 7:02 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.

INVOCATION: Pastor Dale Molden, CrossCreek Church
PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

1. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation and presentation recognizing the Texas Rangers 2023 World Series Championship - Chad Wynn, VP Business Partnerships, Texas Rangers Baseball Club, and Mayor Bobby Lindamood

Mayor Bobby Lindamood presented Chad Wynn, Vice President, Business Partnerships and Sean Decker, Executive VP, Texas Ranger and President REV Entertainment, Texas Ranger Baseball Club, a proclamation and the Key to the City and thanked them for bringing the Championship Trophy to Colleyville.

There was a recess from 7:12 to 7:19 p.m.

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

2. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4917

2a Approval of the minutes of the regular City Council meeting of February 20, 2024

Mayor Lindamood read Resolution R-24-4917 in its entirety, opened, and closed a public hearing without any speakers.

Councilmember Elder made a motion to approve Resolution R-24-4917, 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.

3. ORDINANCE(S): FIRST READING AND PUBLIC HEARING

3a Ordinance O-24-2275

Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.26.E, specifically to allow for corner side yard fences greater than 30 inches in height and no greater than 25 percent opaque construction to be placed ten feet from the property line, Case GC24-001

Mayor Lindamood read the caption of Ordinance O-24-2275.

Community Development Director Ben Bryner presented this item noting City Council requested staff to review the corner side yard setbacks for fences. The proposed ordinance would provide for a fence that is greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction may extend into the required street yard and be located not less than ten (10) feet from the side property line, and would eliminate an SUP to be in place.

Mayor Lindamood thanked staff for working on the proposed changes. Councilmember Richardson stated the City Council had received many comments regarding the side yard fences and said Council listened and appreciates the comments.

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

This was a first reading and no action was taken.

4. RESOLUTION(S): READING AND PUBLIC HEARING

4a Resolution R-24-4918

Consideration of a Preliminary/Final Plat for the Foreman's Landing Addition, being Tracts 4F, 4U, and 4W, Abstract 1518, David R Teeter Survey, located at 4016 Jackson Road, Case PC24-001

Mayor Lindamood read Resolution R-24-4918 in its entirety.

Community Development Director Ben Bryner presented the preliminary/final plat for a new five-lot single-family subdivision.

Mayor Lindamood asked applicant Jared Storebel, to come forward and answer questions of the City Council.

There was discussion regarding the pond, which included erosion control, flows, and maintenance agreements and the surrounding properties.

Mayor Lindamood opened a public hearing.

Kathy Hadley, 204 Timberline Drive N., spoke regarding flooding on the property.

Shirley Schollmeyer, 2316 Oak Knoll, discussed their neighboring property and concerns for the drainage and a desire to see the plan before it is approved.

There were no other speakers and Mayor Lindamood closed the public hearing.

Mayor Lindamood and the City Council further discussed the pond and the portions of the property within the flood plain.

City Engineer Larry Wright answered questions of the City Council regarding flood plain, the flow to Little Bear Creek and erosion.

Mr. Storebel stated they are trying to leave the pond as is, but is open to some maintenance and stabilization.

Mayor Lindamood made a motion to approve Resolution R-24-4918, the an amendment to read: the owner/developer shall prepare and submit to the City Engineer an acceptable maintenance plan for the existing pond located on Lots 2 and 3 of the Property that will provide for stabilization of the shoreline along Little Bear Creek and the inlet from neighboring lots, and sustainable erosion protection for the entire pond as a part of engineering review for the development of the property, 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. CITIZEN COMMENTS

Rylee Billups, 5704 Ponderosa Street, she had attended City Council meetings as a part of her school requirements and wanted City Council to know she appreciates everyone for helping to make her assignments easy to complete and we have a nice city.

Kathy Hadley, 204 Timberline Drive N., spoke regarding drainage on her personal property. City Engineer Larry Wright explained the history of the two parcels and stated there is no additional runoff coming to Mrs. Hadley's residence from the new home constructed in the adjoining lot.

Bob Egan, 2410 Twelve Oaks Lane, spoke regarding the five acres, which were in the proposed The Bluffs development and asked City Council to assist with funding to provide for the purchase of the acreage by the Land Trust. He said the property could provide a trail connection and the trees are worth saving.

6. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 5, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4919

This resolution was not needed.

7. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:21 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 19TH DAY OF MARCH 2024.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b
Type Resolution
Department Finance

Agenda Date 3/19/2024

Number Resolution R-24-4921

Title

Accepting the annual audit for the Fiscal Year ended September 30, 2023

Explanation

Reading and Public Hearing

On Tuesday, February 20, 2024, the Audit Committee met with Jennifer Ripka, CPA, Partner, Assurance Services, with the City's audit firm, Weaver and Tidwell, L.L.P., to review the results of the annual audit for Fiscal Year ended September 30, 2023, and the Statement on Auditing Standards 114 audit management letter. The City received an unmodified audit opinion (Independent Auditor's Report), which is the most favorable audit opinion an entity can receive. Jennifer Ripka will be present to give a brief presentation regarding the annual audit.

The Annual Comprehensive Financial Report is available on the City's website at: <https://www.colleyville.com/government/departments-a-l/finance/financial-transparency>.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 3/19/2024

Number Resolution R-24-4921

Type Resolution

Department Parks and Recreation

Title

Approval of the purchase and installation of a Playground Boss playground at Kimzey Park, in an amount not to exceed \$348,331, and authorizing the City Manager to execute the documents

Explanation

Reading and Public Hearing

This item seeks approval of the removal of outdated playground equipment and the purchase and installation of a new playground at Kimzey Park. Staff recommends the proposal from Playground Boss, a BuyBoard vendor, in the amount of \$348,331. If approved, Play Boss will install two playgrounds with shade elements designated for children ages 2-12 years and provides a four-bay swing set with an ADA, Infant, and Kanga seat, and a Pour-In-Place rubber surface. Staff met with residents in the HOA's surrounding the park and received positive feedback on the amenity as the current playground equipment is approximately 20 years old and the manufacturer no longer carries replacement parts.

This project is provided for in the Colleyville Economic Development Corporation Five Year plan.

Financial Impact

Funding of the playground is provided for in the CEDC budget approved by City Council.

Recommendation

Approve

Attachments

1. Playground Boss Proposal

Playground Boss LLC

1101 Central Expy S Ste 200
TX
+1 8008780320
ops@playgroundboss.com
www.PlaygroundBoss.com



INVOICE

BILL TO	SHIP TO	INVOICE	122723-15995-IN
Lisa Escobedo	Lisa Escobedo	DATE	01/16/2024
City of Colleyville - Parks & Recreation	City of Colleyville - Parks & Recreation	TERMS	Net 30
2201 Broadoak Way	2201 Broadoak Way	DUE DATE	02/15/2024
Colleyville, TX 76034 USA	Colleyville, TX 76034		
ACCOUNT MANAGER			
Cole Campbell			

SKU	QTY		RATE	AMOUNT
PGB-36179	1	Play King VARIANTS: Color Scheme - TBD	179,024.00	179,024.00
		FREE SHIPPING - Ages 5 to 12, Child Capacity 68, Safety Use Zone 51ft x 52ft		
PGB-20212	1	Shady Days VARIANTS: Color Scheme - TBD	40,068.00	40,068.00
		FREE SHIPPING - Age: 2 to 5, Child Capacity: 36, Play Activities: 10 Safety Use Zone: 28ft x 27ft INCLUDES FREE SAFETY SIGN		
		<<< ITEM IS IN-STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY >>>		
PGBASF-500804	1	5 Arch Swing Frame 8ft - 4 Bay VARIANTS: Swing Frame Color - TAN	4,864.00	4,864.00
		Age: 2 to 12, Child Capacity: 8, Play Activities: 1 Safety Use Zone: 59ft x 33ft		
PGBS130-Bundle	2	Belt Seat (BUNDLE) VARIANTS: Seat Color - Black	147.00	294.00
		FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key		
PGBS100-Bundle	2	Bucket Seat (BUNDLE) VARIANTS: Seat Color - Black	295.00	590.00
		FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key		
PGBS190-BUNDLE	2	ADA Swing Seat (BUNDLE) VARIANTS: Color - TBD	1,456.00	2,912.00

FREE SHIPPING - Commercial Grade ADA Swing seat. Bundle Includes 1 ADA, seat 2 chains 4 shackles

PGBSS-0017	2	Kanga Swing Seat Age: 5 to 12, Child Capacity: 2, Play Activities: 1 COLOR: STAINLESS STEEL	1,572.00	3,144.00
PIP	1	Poured In Place Rubber VARIANTS: Color Blend - TBD Poured in Place 6100 SqFt installed up to 4in depth - includes up to 4in sub-base compacted to 95% - Price quoted does not include concrete, excavation, or drains unless otherwise noted.	152,500.00	152,500.00
REMOVAL	1	Removal Demo and removal of 2 structures, 2 bay swing, and ewf	11,538.00	11,538.00
DUMPSTER	8	Dumpster Rental Roll Off Dumpster (for disposal of shipping crate and packing materials)	985.00	7,880.00
SITEPREP	1	Site Prep French Drain. We are members of Buyboard and TIPS. Our information is listed below for them for you to review and present. BUYBOARD VENDOR: Playground Boss Cooperative Contract Award; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services The Interlock Purchasing System (TIPS) VENDOR: Playground Boss VENDOR ID: 7459 Cooperative Contract Award;21070201 Playground Equipment and Installation Services Cooperative Contract Award;21070202 Playground Equipment and Installation Services (JOC)	4,616.00	4,616.00
INSTALL	1	Professional Installation	52,947.00	52,947.00

Thank you!

SUBTOTAL	460,377.00
TAX	0.00
DISCOUNT	-112,046.00
TOTAL	348,331.00
BALANCE DUE	\$348,331.00



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 3/19/2024

Number Resolution R-24-4921

Type Resolution

Department Police

Title

Approval of the purchase and installation of license plate readers in support of the License Plate Reader Expansion Project, in an amount not to exceed \$100,000, and authorizing the City Manager to execute the documents

Explanation

Reading and Public Hearing

This item seeks approval to purchase License Plate Reader (LPR) cameras from Flock Safety, and installing the cameras in key locations within the City, as part of the License Plate Reader Expansion Project.

The LPR cameras are only used for authorized law enforcement purposes, which include locating stolen vehicles, identifying wanted or missing persons, and law enforcement investigations. The cameras are not used for revenue-generating enforcement (insurance, expired tags, speeding, or vehicles not associated with an investigation). The data is anonymous, and no personally identifiable information is captured or stored, nor is the data sold or shared outside of law enforcement. Additionally, there are documented success stories of recovered stolen vehicles, crimes prevented, and wanted and missing persons found, all attributable to the LPR cameras.

Funding in the amount of \$100,000 for the program was approved in the Fiscal Year 2023-2027 Capital Improvement Program budget. Staff recommends approval as the program will further the Police Department's mission to prevent and deter crime in our community.

Financial Impact

Funding is available in the Fiscal Year 2024 Capital Improvement Program budget.

Recommendation

Approve

Attachments

1. Flock Group Agreement
2. Flock Master Services Agreement

Flock Safety + TX - Colleyville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Blaine Parsons
blaine.parsons@flocksafety.com
940-613-1674

flock safety



EXHIBIT A
ORDER FORM

Customer: TX - Colleyville PD
Legal Entity Name: TX - Colleyville PD
Accounts Payable Email:
Address: 5201 Riverwalk Dr Colleyville, Texas 76034

Initial Term: 36 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Total Contract Billed at Signing
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$33,000.00
Flock Safety Flock OS			
FlockOS TM - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	11	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$90.90	11	\$999.90

Discounts: \$6,150.10
Estimated Tax: \$0.00
Contract Total: \$99,999.90

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	\$99,999.90

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$6,150.10

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety’s situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Colleyville PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 07 day of March 2024. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("***Customer Generated Data***"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE

GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e
Type Resolution
Department Engineering

Agenda Date 3/19/2024

Number Resolution R-24-4921

Title

Approval of a construction contract with 2R Construction Services, LLC for the Quail Crest and Woodbriar Estates Water and Wastewater Improvements Project, in an amount not to exceed \$3,599,898.45 and a contingency amount not to exceed \$400,000.00 and a materials testing amount not to exceed \$99,070.00, and authorizing the City Manager to execute the contract, and providing for the combination of funds to include the Capital Utility Fund and the use of impact fees for the portion of the project related to upsizing of pipelines

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 \$3,700,000 for Phase I of the Quail Crest and Woodbriar Estates Water and Wastewater Improvements Project.

The project consists of the installation of new water and wastewater lines throughout Woodbriar Estates and Quail Crest subdivisions as identified as portions of Water Project 6 and Wastewater Project 1 in the 2014 Water and Wastewater Master Plan. The project includes mill and overlay of the streets once the utilities phase of the project is complete.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on January 21, 28, and February 4, 11, and 18, 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 152 plan holders, of which 43 were general contractors, 39 sub-contractors, 29 suppliers, 6 plan rooms, 13 others, 12 manufacturers, 5 engineers, 2 owners, 1 government agency, 1 reprographer, and 1 not specified.

The City received ten responsive sealed bids, which were opened and publicly read aloud on February 20, 2024.

Financial Impact

The current funding source for this project is the Capital Utility Fund, however the

Impact Fee Fund may also be utilized pending the determination of project qualification.

Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Recommendation of Award
3. Bid Tabulation
4. Geotechnical Quote
5. Form 1295

CONSTRUCTION SERVICES AGREEMENT
QUAIL CREST AND WOODBRIAR IMPROVEMENTS
(Bid #ENG-2024-008)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **2R Construction Services, LLC**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Quail Crest and Woodbriar 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-2024-008;
 - (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 THREE MILLION, NINE HUNDRED AND NINETY-NINE THOUSAND, EIGHT HUNDRED AND NINETY-EIGHT DOLLARS AND FOURTY-FIVE CENTS (\$3,999,898.45) ("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) Deductions; Withholding. 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 three hundred sixty-five (365) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before three hundred sixty-five (365) 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 \$2,500.00 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.

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: 2R CONSTRUCTION SERVICES, LLC By: _____ Raul Canales Member 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> 2R Construction Services, LLC Attn: Raul Canales, Member 3009 Nathan Dr Wylie, Texas 75098 E: rcanales@2rcstx.com

GovDox Colleyville Contract ID:
CSA_ED_March 5, 2024_Rev20230112



3000 Internet Boulevard
Suite 400
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

February 28, 2024

Elijah Dorminy
City of Colleyville
100 Main Street
Colleyville, Texas 76034

Re: Elijah Dorminy
Quail Crest and Woodbriar Estates Water and Wastewater Improvements
Recommendation of Award

Dear Mr. Dorminy:

Bids were received for the "Quail Crest and Woodbriar Estates Water and Wastewater Improvements" project at the Colleyville City Hall at 2:00 PM on February 20, 2024. The bids have been checked for accuracy and for compliance with the contract documents and references have been contacted. A tabulation of the bids received is enclosed with this letter.

A total of 10 responsive bids were received on the project. 2R Construction Company submitted the low bid for the project in the amount of \$3,999,898.45. The Engineer's Opinion of Probable Cost was \$3,921,530.00.

We believe that the bid submitted by 2R Construction Company represents a good value for the City of Colleyville. Contingent upon a Conflict of Interest Form (1295) being provided, we recommend that the construction contract for the "Quail Crest and Woodbriar Estates Water and Wastewater Improvements" be awarded to 2R Construction Company.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Paul Banschbach, P.E.
Project Manager

Attachments: Bid Tab

City of Colleyville
Quail Crest and Woodbriar Estates Water and Wastewater Improvements
Garver Project #: 20W05245
Bid Tabulation
Tuesday, February 20, 2024

Bid Items					Garver OPCC		2R Construction Company		FM Utilities, LLC		Flow-Line Construction, Inc		ATKINS BROS.		Venus Constrution Company, Inc.		gra-tex utilities inc		Blackrock Construction		Canary Construction, Inc.		Douglas Dailey Construction LLC		Western Municipal Construction of Texas LLC	
Item No.	Description	Unit	Quantity	Average	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
	1 Grout and Abandon Existing (2-inch to 6-inch) Water Line	LF	4582	\$ 10.91	\$ 15.00	\$ 68,730.00	\$ 8.00	\$ 36,656.00	\$ 6.74	\$ 30,882.68	\$ 10.00	\$ 45,820.00	\$ 12.00	\$ 54,984.00	\$ 7.00	\$ 32,074.00	\$ 4.00	\$ 18,328.00	\$ 4.00	\$ 18,328.00	\$15.00	\$68,730.00	\$16.00	\$73,312.00	\$ 26.39	\$ 120,918.98
	2 Grout and Abandon Existing 6-inch Wastewater Line and Manhole	LF	1685	\$ 14.14	\$ 15.00	\$ 25,275.00	\$ 10.00	\$ 16,850.00	\$ 13.20	\$ 22,242.00	\$ 18.00	\$ 30,330.00	\$ 12.00	\$ 20,220.00	\$ 6.00	\$ 10,110.00	\$ 11.00	\$ 18,535.00	\$ 7.00	\$ 11,795.00	\$20.00	\$33,700.00	\$28.00	\$47,180.00	\$ 16.22	\$ 27,330.70
	3 Trench Safety	LF	9749	\$ 1.98	\$ 3.00	\$ 29,247.00	\$ 3.00	\$ 29,247.00	\$ 4.55	\$ 44,357.95	\$ 2.00	\$ 19,498.00	\$ 1.00	\$ 9,749.00	\$ 2.00	\$ 19,498.00	\$ 2.00	\$ 19,498.00	\$ 0.50	\$ 4,874.50	\$2.00	\$19,498.00	\$1.00	\$9,749.00	\$ 1.73	\$ 16,865.77
	4 Storm Water Pollution Prevention Plan	LF	1	\$ 17,370.69	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 3,669.25	\$ 3,669.25	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3.00	\$ 3.00	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00	\$22,000.00	\$22,000.00	\$8,500.00	\$8,500.00	\$ 15,034.64	\$ 15,034.64
	5 Traffic Control	LF	1	\$ 66,624.56	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 27,713.90	\$ 27,713.90	\$ 328,000.00	\$ 328,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 56,000.00	\$ 56,000.00	\$ 35,530.00	\$ 35,530.00	\$22,000.00	\$22,000.00	\$45,000.00	\$45,000.00	\$ 77,001.71	\$ 77,001.71
	6 Post CCTV	LF	5343	\$ 4.50	\$ 5.00	\$ 26,715.00	\$ 3.00	\$ 16,029.00	\$ 8.85	\$ 47,285.55	\$ 5.00	\$ 26,715.00	\$ 3.00	\$ 16,029.00	\$ 3.00	\$ 16,029.00	\$ 7.00	\$ 37,401.00	\$ 3.75	\$ 20,036.25	\$3.00	\$16,029.00	\$5.00	\$26,715.00	\$ 3.44	\$ 18,379.92
	7 C-900 PVC Water Pipe (DR-18) (8-inch)	EA	4188	\$ 111.03	\$ 120.00	\$ 502,560.00	\$ 115.45	\$ 483,504.60	\$ 94.51	\$ 395,807.88	\$ 96.00	\$ 402,048.00	\$ 99.00	\$ 414,612.00	\$ 101.00	\$ 422,988.00	\$ 100.00	\$ 418,800.00	\$ 145.00	\$ 607,260.00	\$120.00	\$502,560.00	\$140.00	\$586,320.00	\$ 99.30	\$ 415,868.40
	8 C-900 PVC Water Pipe (DR-18) (6-inch)	TON	218	\$ 106.28	\$ 110.00	\$ 23,980.00	\$ 105.80	\$ 23,064.40	\$ 90.64	\$ 19,759.52	\$ 92.00	\$ 20,056.00	\$ 91.00	\$ 19,838.00	\$ 90.00	\$ 19,620.00	\$ 90.00	\$ 19,620.00	\$ 145.00	\$ 31,610.00	\$115.00	\$25,070.00	\$140.00	\$30,520.00	\$ 103.36	\$ 22,532.48
	9 Ductile Iron Fittings	EA	3	\$ 8,797.09	\$ 12,000.00	\$ 36,000.00	\$ 7,005.00	\$ 21,015.00	\$ 17,510.07	\$ 52,530.21	\$ 200.00	\$ 600.00	\$ 4,000.00	\$ 12,000.00	\$ 6,800.00	\$ 20,400.00	\$ 15,928.00	\$ 47,784.00	\$ 14,345.00	\$ 43,035.00	\$12,000.00	\$36,000.00	\$700.00	\$2,100.00	\$ 9,482.79	\$ 28,448.37
	10 SDR-35 PVC Wastewater Pipe (8-inch)	EA	4303	\$ 130.47	\$ 105.00	\$ 451,815.00	\$ 129.55	\$ 557,453.65	\$ 103.46	\$ 445,188.38	\$ 110.00	\$ 473,330.00	\$ 129.00	\$ 555,087.00	\$ 129.00	\$ 555,087.00	\$ 118.00	\$ 507,754.00	\$ 145.00	\$ 623,935.00	\$110.00	\$473,330.00	\$155.00	\$666,965.00	\$ 175.71	\$ 756,080.13
	11 SDR-26 PVC Wastewater Pipe (8-inch)	EA	1040	\$ 139.97	\$ 115.00	\$ 119,600.00	\$ 151.50	\$ 157,560.00	\$ 112.32	\$ 116,812.80	\$ 120.00	\$ 124,800.00	\$ 135.00	\$ 140,400.00	\$ 113.00	\$ 117,520.00	\$ 128.00	\$ 133,120.00	\$ 149.00	\$ 154,960.00	\$115.00	\$119,600.00	\$161.00	\$167,440.00	\$ 214.86	\$ 223,454.40
	12 Existing Water Line Lowering to meet TCEQ Clearances (NCTCOG Standard Drawing NO. 4200)	EA	6	\$ 6,910.21	\$ 5,000.00	\$ 30,000.00	\$ 5,250.00	\$ 31,500.00	\$ 5,411.10	\$ 32,466.60	\$ 7,000.00	\$ 42,000.00	\$ 1,500.00	\$ 9,000.00	\$ 9,500.00	\$ 57,000.00	\$ 8,470.00	\$ 50,820.00	\$ 12,000.00	\$ 72,000.00	\$6,500.00	\$39,000.00	\$6,400.00	\$38,400.00	\$ 7,071.00	\$ 42,426.00
	13 Connect to Existing Water Line	EA	4	\$ 5,731.38	\$ 2,500.00	\$ 10,000.00	\$ 3,000.00	\$ 12,000.00	\$ 6,020.31	\$ 24,081.24	\$ 10,500.00	\$ 42,000.00	\$ 5,000.00	\$ 20,000.00	\$ 8,000.00	\$ 32,000.00	\$ 8,565.00	\$ 34,260.00	\$ 4,270.00	\$ 17,080.00	\$4,000.00	\$16,000.00	\$1,100.00	\$4,400.00	\$ 6,858.53	\$ 27,434.12
	14 6-inch Gate Valve and Box	EA	12	\$ 2,087.23	\$ 3,000.00	\$ 36,000.00	\$ 1,700.00	\$ 20,400.00	\$ 2,465.83	\$ 29,589.96	\$ 2,000.00	\$ 24,000.00	\$ 1,000.00	\$ 12,000.00	\$ 2,200.00	\$ 26,400.00	\$ 2,800.00	\$ 33,600.00	\$ 2,017.00	\$ 24,204.00	\$1,500.00	\$18,000.00	\$2,400.00	\$28,800.00	\$ 2,789.47	\$ 33,473.64
	15 8-inch Gate Valve and Box	EA	24	\$ 2,810.14	\$ 3,500.00	\$ 84,000.00	\$ 2,400.00	\$ 57,600.00	\$ 3,255.25	\$ 78,126.00	\$ 2,400.00	\$ 57,600.00	\$ 2,000.00	\$ 48,000.00	\$ 2,900.00	\$ 69,600.00	\$ 3,710.00	\$ 89,040.00	\$ 2,910.00	\$ 69,840.00	\$2,000.00	\$48,000.00	\$3,100.00	\$74,400.00	\$ 3,426.17	\$ 82,228.08
	16 Fire Hydrant Assembly	LF	12	\$ 7,534.85	\$ 6,500.00	\$ 78,000.00	\$ 5,500.00	\$ 66,000.00	\$ 8,641.83	\$ 103,701.96	\$ 6,000.00	\$ 72,000.00	\$ 7,000.00	\$ 84,000.00	\$ 7,200.00	\$ 86,400.00	\$ 9,105.00	\$ 109,260.00	\$ 9,420.00	\$ 113,040.00	\$8,500.00	\$102,000.00	\$6,800.00	\$81,600.00	\$ 7,181.66	\$ 86,179.92
	17 Irrigation Repair	LF	68	\$ 695.82	\$ 250.00	\$ 17,000.00	\$ 1,000.00	\$ 68,000.00	\$ 358.52	\$ 24,379.36	\$ 300.00	\$ 20,400.00	\$ 75.00	\$ 5,100.00	\$ 3,100.00	\$ 210,800.00	\$ 901.00	\$ 61,268.00	\$ 300.00	\$ 20,400.00	\$200.00	\$13,600.00	\$300.00	\$20,400.00	\$ 423.66	\$ 28,808.88
	18 Remove Existing Fire Hydrant	LF	4	\$ 1,098.26	\$ 600.00	\$ 2,400.00	\$ 850.00	\$ 3,400.00	\$ 832.72	\$ 3,330.88	\$ 1,000.00	\$ 4,000.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 4,060.00	\$ 16,240.00	\$ 900.00	\$ 3,600.00	\$800.00	\$3,200.00	\$1,200.00	\$4,800.00	\$ 739.84	\$ 2,959.36
	19 1-inch Water Service Line	EA	68	\$ 2,305.48	\$ 1,500.00	\$ 102,000.00	\$ 2,005.00	\$ 136,340.00	\$ 2,920.00	\$ 198,560.00	\$ 1,600.00	\$ 108,800.00	\$ 1,200.00	\$ 81,600.00	\$ 2,200.00	\$ 149,600.00	\$ 2,106.00	\$ 143,208.00	\$ 2,190.00	\$ 148,920.00	\$2,200.00	\$149,600.00	\$2,100.00	\$142,800.00	\$ 4,533.82	\$ 308,299.76
	20 60-inch Manhole	VF	24	\$ 11,444.73	\$ 7,500.00	\$ 180,000.00	\$ 7,615.00	\$ 182,760.00	\$ 10,005.82	\$ 240,139.68	\$ 9,300.00	\$ 223,200.00	\$ 8,000.00	\$ 192,000.00	\$ 16,100.00	\$ 386,400.00	\$ 12,215.00	\$ 293,160.00	\$ 15,625.00	\$ 375,000.00	\$12,000.00	\$288,000.00	\$16,000.00	\$384,000.00	\$ 7,586.49	\$ 182,075.76
	21 4-inch Wastewater Service Line	EA	96	\$ 2,224.69	\$ 1,500.00	\$ 144,000.00	\$ 1,370.00	\$ 131,520.00	\$ 3,031.50	\$ 291,024.00	\$ 2,000.00	\$ 192,000.00	\$ 1,500.00	\$ 144,000.00	\$ 2,100.00	\$ 201,600.00	\$ 2,281.00	\$ 218,976.00	\$ 2,170.00	\$ 208,320.00	\$2,600.00	\$249,600.00	\$2,600.00	\$249,600.00	\$ 2,594.37	\$ 249,059.52
	22 Manhole Framed Cover	LF	6	\$ 1,900.39	\$ 700.00	\$ 4,200.00	\$ 2,000.00	\$ 12,000.00	\$ 1,568.75	\$ 9,412.50	\$ 3,100.00	\$ 18,600.00	\$ 1,000.00	\$ 6,000.00	\$ 2,400.00	\$ 14,400.00	\$ 2,460.00	\$ 14,760.00	\$ 2,275.00	\$ 13,650.00	\$650.00	\$3,900.00	\$1,550.00	\$9,300.00	\$ 2,000.15	\$ 12,000.90
	23 8-inch Pipe Bursting	EA	470	\$ 181.19	\$ 150.00	\$ 70,500.00	\$ 140.00	\$ 65,800.00	\$ 195.44	\$ 91,856.80	\$ 150.00	\$ 70,500.00	\$ 150.00	\$ 70,500.00	\$ 171.00	\$ 80,370.00	\$ 217.00	\$ 101,990.00	\$ 165.00	\$ 77,550.00	\$320.00	\$150,400.00	\$120.00	\$56,400.00	\$ 183.43	\$ 86,212.10
	24 CIPP Lining	SY	1953	\$ 78.99	\$ 80.00	\$ 156,240.00	\$ 51.00	\$ 99,603.00	\$ 70.13	\$ 136,963.89	\$ 55.00	\$ 107,415.00	\$ 110.00	\$ 214,830.00	\$ 63.00	\$ 123,039.00	\$ 80.00	\$ 156,240.00	\$ 60.00	\$ 117,180.00	\$90.00	\$175,770.00	\$110.00	\$214,830.00	\$ 100.74	\$ 196,745.22
	25 Rehabilitate Manhole	SY	45	\$ 774.22	\$ 800.00	\$ 36,000.00	\$ 605.00	\$ 27,225.00	\$ 1,384.08	\$ 62,283.60	\$ 450.00	\$ 20,250.00	\$ 300.00	\$ 13,500.00	\$ 710.00	\$ 31,950.00	\$ 850.00	\$ 38,250.00	\$ 828.00	\$ 37,260.00	\$345.00	\$15,525.00	\$585.00	\$26,325.00	\$ 1,685.10	\$ 75,829.50
	26 Driveway Repair	TON	1304	\$ 154.74	\$ 50.00	\$ 65,200.00	\$ 141.00	\$ 183,864.00	\$ 139.99	\$ 182,546.96	\$ 75.00	\$ 97,800.00	\$ 150.00	\$ 195,600.00	\$ 176.00	\$ 229,504.00	\$ 202.00	\$ 263,408.00	\$ 202.00	\$ 263,408.00	\$145.00	\$189,080.00	\$110.00	\$143,440.00	\$ 206.36	\$ 269,093.44
	27 Sidewalk Repair	SY	499	\$ 128.30	\$ 30.00	\$ 14,970.00	\$ 106.00	\$ 52,894.00	\$ 94.66	\$ 47,235.34	\$ 70.00	\$ 34,930.00	\$ 140.00	\$ 69,860.00	\$ 137.00	\$ 68,363.00	\$ 164.00	\$ 81,836.00	\$ 130.00	\$ 64,870.00	\$140.00	\$69,860.00	\$95.00	\$47,405.00	\$ 206.36	\$ 102,973.64
	28 Mill Road	SY	17468	\$ 5.82	\$ 2.25	\$ 39,303.00	\$ 4.60	\$ 80,352.80	\$ 4.48	\$ 78,256.64	\$ 5.00	\$ 87,340.00	\$ 7.00	\$ 122,276.00	\$ 5.00	\$ 87,340.00	\$ 5.00	\$ 87,340.00	\$ 5.25	\$ 91,707.00	\$8.00	\$139,744.00	\$5.00	\$87,340.00	\$ 8.84	\$ 154,417.12
	29 Overlay Road (2-inch Thickness)	SY	17468	\$ 24.32	\$ 15.00	\$ 262,020.00	\$ 20.00	\$ 349,360.00	\$ 16.2																	

City of Colleyville
Quail Crest and Woodbriar Estates Water and Wastewater Improvements
Garver Project #: 20W05245
Bid Tabulation
Tuesday, February 20, 2024

Bid Items					Garver OPCC		2R Construction Company		FM Utilities, LLC		Flow-Line Construction, Inc		ATKINS BROS.		Venus Constrution Company, Inc.		gra-tex utilities inc		Blackrock Construction		Canary Construction, Inc.		Douglas Dailey Construction LLC		Western Municipal Construction of Texas LLC	
Item No.	Description	Unit	Quantity	Average	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Grout and Abandon Existing (2-inch to 6-inch) Water Line	LF	4582	\$ 10.91	\$ 15.00	\$ 68,730.00	\$ 8.00	\$ 36,656.00	\$ 6.74	\$ 30,882.68	\$ 10.00	\$ 45,820.00	\$ 12.00	\$ 54,984.00	\$ 7.00	\$ 32,074.00	\$ 4.00	\$ 18,328.00	\$ 4.00	\$ 18,328.00	\$15.00	\$68,730.00	\$16.00	\$73,312.00	\$ 26.39	\$ 120,918.98
2	Grout and Abandon Existing 6-inch Wastewater Line and Manhole	LF	1685	\$ 14.14	\$ 15.00	\$ 25,275.00	\$ 10.00	\$ 16,850.00	\$ 13.20	\$ 22,242.00	\$ 18.00	\$ 30,330.00	\$ 12.00	\$ 20,220.00	\$ 6.00	\$ 10,110.00	\$ 11.00	\$ 18,535.00	\$ 7.00	\$ 11,795.00	\$20.00	\$33,700.00	\$28.00	\$47,180.00	\$ 16.22	\$ 27,330.70
3	Trench Safety	LF	9749	\$ 1.98	\$ 3.00	\$ 29,247.00	\$ 3.00	\$ 29,247.00	\$ 4.55	\$ 44,357.95	\$ 2.00	\$ 19,498.00	\$ 1.00	\$ 9,749.00	\$ 2.00	\$ 19,498.00	\$ 2.00	\$ 19,498.00	\$ 0.50	\$ 4,874.50	\$2.00	\$19,498.00	\$1.00	\$9,749.00	\$ 1.73	\$ 16,865.77
4	Storm Water Pollution Prevention Plan	LF	1	\$ 17,370.69	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 3,669.25	\$ 3,669.25	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3.00	\$ 3.00	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00	\$22,000.00	\$22,000.00	\$8,500.00	\$8,500.00	\$ 15,034.64	\$ 15,034.64
5	Traffic Control	LF	1	\$ 66,624.56	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 27,713.90	\$ 27,713.90	\$ 328,000.00	\$ 328,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 56,000.00	\$ 56,000.00	\$ 35,530.00	\$ 35,530.00	\$22,000.00	\$22,000.00	\$45,000.00	\$45,000.00	\$ 77,001.71	\$ 77,001.71
6	Post CCTV	LF	5343	\$ 4.50	\$ 5.00	\$ 26,715.00	\$ 3.00	\$ 16,029.00	\$ 8.85	\$ 47,285.55	\$ 5.00	\$ 26,715.00	\$ 3.00	\$ 16,029.00	\$ 3.00	\$ 16,029.00	\$ 7.00	\$ 37,401.00	\$ 3.75	\$ 20,036.25	\$3.00	\$16,029.00	\$5.00	\$26,715.00	\$ 3.44	\$ 18,379.92
7	C-900 PVC Water Pipe (DR-18) (8-inch)	EA	4188	\$ 111.03	\$ 120.00	\$ 502,560.00	\$ 115.45	\$ 483,504.60	\$ 94.51	\$ 395,807.88	\$ 96.00	\$ 402,048.00	\$ 99.00	\$ 414,612.00	\$ 101.00	\$ 422,988.00	\$ 100.00	\$ 418,800.00	\$ 145.00	\$ 607,260.00	\$120.00	\$502,560.00	\$140.00	\$586,320.00	\$ 99.30	\$ 415,868.40
8	C-900 PVC Water Pipe (DR-18) (6-inch)	TON	218	\$ 106.28	\$ 110.00	\$ 23,980.00	\$ 105.80	\$ 23,064.40	\$ 90.64	\$ 19,759.52	\$ 92.00	\$ 20,056.00	\$ 91.00	\$ 19,838.00	\$ 90.00	\$ 19,620.00	\$ 90.00	\$ 19,620.00	\$ 145.00	\$ 31,610.00	\$115.00	\$25,070.00	\$140.00	\$30,520.00	\$ 103.36	\$ 22,532.48
9	Ductile Iron Fittings	EA	3	\$ 8,797.09	\$ 12,000.00	\$ 36,000.00	\$ 7,005.00	\$ 21,015.00	\$ 17,510.07	\$ 52,530.21	\$ 200.00	\$ 600.00	\$ 4,000.00	\$ 12,000.00	\$ 6,800.00	\$ 20,400.00	\$ 15,928.00	\$ 47,784.00	\$ 14,345.00	\$ 43,035.00	\$12,000.00	\$36,000.00	\$700.00	\$2,100.00	\$ 9,482.79	\$ 28,448.37
10	SDR-35 PVC Wastewater Pipe (8-inch)	EA	4303	\$ 130.47	\$ 105.00	\$ 451,815.00	\$ 129.55	\$ 557,453.65	\$ 103.46	\$ 445,188.38	\$ 110.00	\$ 473,330.00	\$ 129.00	\$ 555,087.00	\$ 129.00	\$ 555,087.00	\$ 118.00	\$ 507,754.00	\$ 145.00	\$ 623,935.00	\$110.00	\$473,330.00	\$155.00	\$666,965.00	\$ 175.71	\$ 756,080.13
11	SDR-26 PVC Wastewater Pipe (8-inch)	EA	1040	\$ 139.97	\$ 115.00	\$ 119,600.00	\$ 151.50	\$ 157,560.00	\$ 112.32	\$ 116,812.80	\$ 120.00	\$ 124,800.00	\$ 135.00	\$ 140,400.00	\$ 113.00	\$ 117,520.00	\$ 128.00	\$ 133,120.00	\$ 149.00	\$ 154,960.00	\$115.00	\$119,600.00	\$161.00	\$167,440.00	\$ 214.86	\$ 223,454.40
12	Existing Water Line Lowering to meet TCEQ Clearances (NCTCOG Standard Drawing NO. 4200)	EA	6	\$ 6,910.21	\$ 5,000.00	\$ 30,000.00	\$ 5,250.00	\$ 31,500.00	\$ 5,411.10	\$ 32,466.60	\$ 7,000.00	\$ 42,000.00	\$ 1,500.00	\$ 9,000.00	\$ 9,500.00	\$ 57,000.00	\$ 8,470.00	\$ 50,820.00	\$ 12,000.00	\$ 72,000.00	\$6,500.00	\$39,000.00	\$6,400.00	\$38,400.00	\$ 7,071.00	\$ 42,426.00
13	Connect to Existing Water Line	EA	4	\$ 5,731.38	\$ 2,500.00	\$ 10,000.00	\$ 3,000.00	\$ 12,000.00	\$ 6,020.31	\$ 24,081.24	\$ 10,500.00	\$ 42,000.00	\$ 5,000.00	\$ 20,000.00	\$ 8,000.00	\$ 32,000.00	\$ 8,565.00	\$ 34,260.00	\$ 4,270.00	\$ 17,080.00	\$4,000.00	\$16,000.00	\$1,100.00	\$4,400.00	\$ 6,858.53	\$ 27,434.12
14	6-inch Gate Valve and Box	EA	12	\$ 2,087.23	\$ 3,000.00	\$ 36,000.00	\$ 1,700.00	\$ 20,400.00	\$ 2,465.83	\$ 29,589.96	\$ 2,000.00	\$ 24,000.00	\$ 1,000.00	\$ 12,000.00	\$ 2,200.00	\$ 26,400.00	\$ 2,800.00	\$ 33,600.00	\$ 2,017.00	\$ 24,204.00	\$1,500.00	\$18,000.00	\$2,400.00	\$28,800.00	\$ 2,789.47	\$ 33,473.64
15	8-inch Gate Valve and Box	EA	24	\$ 2,810.14	\$ 3,500.00	\$ 84,000.00	\$ 2,400.00	\$ 57,600.00	\$ 3,255.25	\$ 78,126.00	\$ 2,400.00	\$ 57,600.00	\$ 2,000.00	\$ 48,000.00	\$ 2,900.00	\$ 69,600.00	\$ 3,710.00	\$ 89,040.00	\$ 2,910.00	\$ 69,840.00	\$2,000.00	\$48,000.00	\$3,100.00	\$74,400.00	\$ 3,426.17	\$ 82,228.08
16	Fire Hydrant Assembly	LF	12	\$ 7,534.85	\$ 6,500.00	\$ 78,000.00	\$ 5,500.00	\$ 66,000.00	\$ 8,641.83	\$ 103,701.96	\$ 6,000.00	\$ 72,000.00	\$ 7,000.00	\$ 84,000.00	\$ 7,200.00	\$ 86,400.00	\$ 9,105.00	\$ 109,260.00	\$ 9,420.00	\$ 113,040.00	\$8,500.00	\$102,000.00	\$6,800.00	\$81,600.00	\$ 7,181.66	\$ 86,179.92
17	Irrigation Repair	LF	68	\$ 695.82	\$ 250.00	\$ 17,000.00	\$ 1,000.00	\$ 68,000.00	\$ 358.52	\$ 24,379.36	\$ 300.00	\$ 20,400.00	\$ 75.00	\$ 5,100.00	\$ 3,100.00	\$ 210,800.00	\$ 901.00	\$ 61,268.00	\$ 300.00	\$ 20,400.00	\$200.00	\$13,600.00	\$300.00	\$20,400.00	\$ 423.66	\$ 28,808.88
18	Remove Existing Fire Hydrant	LF	4	\$ 1,098.26	\$ 600.00	\$ 2,400.00	\$ 850.00	\$ 3,400.00	\$ 832.72	\$ 3,330.88	\$ 1,000.00	\$ 4,000.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 4,060.00	\$ 16,240.00	\$ 900.00	\$ 3,600.00	\$800.00	\$3,200.00	\$1,200.00	\$4,800.00	\$ 739.84	\$ 2,959.36
19	1-inch Water Service Line	EA	68	\$ 2,305.48	\$ 1,500.00	\$ 102,000.00	\$ 2,005.00	\$ 136,340.00	\$ 2,920.00	\$ 198,560.00	\$ 1,600.00	\$ 108,800.00	\$ 1,200.00	\$ 81,600.00	\$ 2,200.00	\$ 149,600.00	\$ 2,106.00	\$ 143,208.00	\$ 2,190.00	\$ 148,920.00	\$2,200.00	\$149,600.00	\$2,100.00	\$142,800.00	\$ 4,533.82	\$ 308,299.76
20	60-inch Manhole	VF	24	\$ 11,444.73	\$ 7,500.00	\$ 180,000.00	\$ 7,615.00	\$ 182,760.00	\$ 10,005.82	\$ 240,139.68	\$ 9,300.00	\$ 223,200.00	\$ 8,000.00	\$ 192,000.00	\$ 16,100.00	\$ 386,400.00	\$ 12,215.00	\$ 293,160.00	\$ 15,625.00	\$ 375,000.00	\$12,000.00	\$288,000.00	\$16,000.00	\$384,000.00	\$ 7,586.49	\$ 182,075.76
21	4-inch Wastewater Service Line	EA	96	\$ 2,224.69	\$ 1,500.00	\$ 144,000.00	\$ 1,370.00	\$ 131,520.00	\$ 3,031.50	\$ 291,024.00	\$ 2,000.00	\$ 192,000.00	\$ 1,500.00	\$ 144,000.00	\$ 2,100.00	\$ 201,600.00	\$ 2,281.00	\$ 218,976.00	\$ 2,170.00	\$ 208,320.00	\$2,600.00	\$249,600.00	\$2,600.00	\$249,600.00	\$ 2,594.37	\$ 249,059.52
22	Manhole Framed Cover	LF	6	\$ 1,900.39	\$ 700.00	\$ 4,200.00	\$ 2,000.00	\$ 12,000.00	\$ 1,568.75	\$ 9,412.50	\$ 3,100.00	\$ 18,600.00	\$ 1,000.00	\$ 6,000.00	\$ 2,400.00	\$ 14,400.00	\$ 2,460.00	\$ 14,760.00	\$ 2,275.00	\$ 13,650.00	\$650.00	\$3,900.00	\$1,550.00	\$9,300.00	\$ 2,000.15	\$ 12,000.90
23	8-inch Pipe Bursting	EA	470	\$ 181.19	\$ 150.00	\$ 70,500.00	\$ 140.00	\$ 65,800.00	\$ 195.44	\$ 91,856.80	\$ 150.00	\$ 70,500.00	\$ 150.00	\$ 70,500.00	\$ 171.00	\$ 80,370.00	\$ 217.00	\$ 101,990.00	\$ 165.00	\$ 77,550.00	\$320.00	\$150,400.00	\$120.00	\$56,400.00	\$ 183.43	\$ 86,212.10
24	CIPP Lining	SY	1953	\$ 78.99	\$ 80.00	\$ 156,240.00	\$ 51.00	\$ 99,603.00	\$ 70.13	\$ 136,963.89	\$ 55.00	\$ 107,415.00	\$ 110.00	\$ 214,830.00	\$ 63.00	\$ 123,039.00	\$ 80.00	\$ 156,240.00	\$ 60.00	\$ 117,180.00	\$90.00	\$175,770.00	\$110.00	\$214,830.00	\$ 100.74	\$ 196,745.22
25	Rehabilitate Manhole	SY	45	\$ 774.22	\$ 800.00	\$ 36,000.00	\$ 605.00	\$ 27,225.00	\$ 1,384.08	\$ 62,283.60	\$ 450.00	\$ 20,250.00	\$ 300.00	\$ 13,500.00	\$ 710.00	\$ 31,950.00	\$ 850.00	\$ 38,250.00	\$ 828.00	\$ 37,260.00	\$345.00	\$15,525.00	\$585.00	\$26,325.00	\$ 1,685.10	\$ 75,829.50
26	Driveway Repair	TON	1304	\$ 154.74	\$ 50.00	\$ 65,200.00	\$ 141.00	\$ 183,864.00	\$ 139.99	\$ 182,546.96	\$ 75.00	\$ 97,800.00	\$ 150.00	\$ 195,600.00	\$ 176.00	\$ 229,504.00	\$ 202.00	\$ 263,408.00	\$ 202.00	\$ 263,408.00	\$145.00	\$189,080.00	\$110.00	\$143,440.00	\$ 206.36	\$ 269,093.44
27	Sidewalk Repair	SY	499	\$ 128.30	\$ 30.00	\$ 14,970.00	\$ 106.00	\$ 52,894.00	\$ 94.66	\$ 47,235.34	\$ 70.00	\$ 34,930.00	\$ 140.00	\$ 69,860.00	\$ 137.00	\$ 68,363.00	\$ 164.00	\$ 81,836.00	\$ 130.00	\$ 64,870.00	\$140.00	\$69,860.00	\$95.00	\$47,405.00	\$ 206.36	\$ 102,973.64
28	Mill Road	SY	17468	\$ 5.82	\$ 2.25	\$ 39,303.00	\$ 4.60	\$ 80,352.80	\$ 4.48	\$ 78,256.64	\$ 5.00	\$ 87,340.00	\$ 7.00	\$ 122,276.00	\$ 5.00	\$ 87,340.00	\$ 5.00	\$ 87,340.00	\$ 5.25	\$ 91,707.00	\$8.00	\$139,744.00	\$5.00	\$87,340.00	\$ 8.84	\$ 154,417.12
29	Overlay Road (2-inch Thickness)	SY	17468	\$ 24.32	\$ 15.00	\$ 262,020.00	\$ 20.00	\$																		



CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

March 4, 2024
Proposal No.: P24-0308C

Mr. Earl A. Escobar, P.E.
Public Works Project Engineer
City of Colleyville
100 Main Street
Colleyville, Texas 76034

**Subject: Construction Materials Testing Services
Quail Crest and Woodbriar Estates Water and Wastewater Improvements
Colleyville, Texas**

Dear Mr. Escobar:

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for construction materials testing for the above referenced project. We understand we have been selected based on qualifications in accordance with the Professional Services Procurement Act.

PROJECT INFORMATION

Based on our review of the project plans, specifications, and geotechnical report, we understand that the project will consist of the following:

- ◆ Paving and Earthwork:
 - ◆ Asphalt Paving
 - ◆ Pavement Subgrade
 - ◆ Sanitary Sewer Line and Water Line Open Cut Backfill
 - ◆ Concrete Manholes
- ◆ Miscellaneous:
 - ◆ Sidewalk and Driveway Replacements
 - ◆ Concrete Panel Removal and Replacement



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Tel: 817-595-4565 • Fax: 817-595-1033 • www.aggengr.com





SCOPE OF SERVICES

The following scope of services is based on our review of project documents dated 1/17/2024 and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Inspections and Testing for Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/ 10,000 square feet for paving areas, 1/2,500 square feet for building areas, 1/ 2,500 square feet for select fill, 1/75 linear feet for utilities, 1/100 linear feet for beam and footing areas, with a minimum of 2 tests per lift per area

Inspections and Testing for Concrete Construction

- Perform reinforcing steel inspection prior to concrete placement (generally the same day unless scope of pour deemed too large by AGG) for conformance with project plans and reviewed shop drawings
- During concrete pours, for each intended use, AGG shall sample concrete from the first concrete truck on each day of concrete pouring and a minimum of one truck every 150 cubic yards thereafter.
- Perform testing and inspections during concrete placements, which will include:
 - collect a copy of the batch ticket and verify mix design matches reviewed submittal
 - collect a sample in accordance with ASTM C172
 - perform slump test in accordance with ASTM C143
 - perform air content test in accordance with ASTM C231 or ASTM C173
 - perform unit weight test in accordance with ASTM C138
 - record concrete temperature in accordance with ASTM C1064
 - fabricate cylinders molded and standard-cured in accordance with ASTM C31; either four 6" x 12" or five 4" x 8"
 - perform compression testing in accordance with ASTM C39

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$99,070.00**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The City of Colleyville and Alliance Geotechnical Group may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.



Please indicate your approval of the proposal by signing below acceptance form and returning. Any modifications to the attached language must be accepted by both parties.

We appreciate the opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of our proposal, please call us. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,
Alliance Geotechnical Group

A handwritten signature in black ink, appearing to read 'Michael T. Anthony', is written over a set of horizontal lines.

Michael T. Anthony, E.I.T.
Project Manager

Attachments: Fee Schedule
Estimated Quantities
Acceptance Form
Remarks

Alliance Geotechnical Group
PROJECT DATA SHEET - BUDGET
Quail & Woodbriar (P24-0308C)

Concrete

1000	Concrete Technician	150.00 @	\$60.00	\$9,000.00
1008	Concrete Test Cylinder Pick Up Charge	40.00 @	\$225.00	\$9,000.00
ASTM C39	Compressive Strength of Cylindrical Concrete Specimens	160.00 @	\$30.00	\$4,800.00

Concrete Budget: \$22,800.00

Asphalt

1600	HMAC 1B Roadway Specialist	160.00 @	\$75.00	\$12,000.00
1601	HMAC 1B Roadway Specialist, Overtime	40.00 @	\$112.50	\$4,500.00
1602	HMAC 1A Plant Specialist	24.00 @	\$75.00	\$1,800.00

Asphalt Budget: \$18,300.00

Misc

1306	Senior Project Manager	90.00 @	\$150.00	\$13,500.00
1322	Vehicle Trip Charge	150.00 @	\$60.00	\$9,000.00

Misc Budget: \$22,500.00

Soils

1400	Nuclear Gauge Certified Technician to Perform Soils Density Testing	320.00 @	\$70.00	\$22,400.00
ASTM D1140	Material in Soils Finer than No. 200 Sieve	12.00 @	\$75.00	\$900.00
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort	2.00 @	\$235.00	\$470.00
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils	12.00 @	\$75.00	\$900.00
ASTM D6938	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	350.00 @	\$25.00	\$8,750.00
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort	10.00 @	\$205.00	\$2,050.00

Soils Budget: \$35,470.00

Total Budget: \$99,070.00



**CME
ACCEPTANCE FORM**

Date: March 4, 2024 AGG Cost Estimate No: P24-0308C

Project Name: Quail Crest and Woodbriar Estates Water and Wastewater Improvements CME Estimate: \$ 99,070.00

Project City: Colleyville, Texas

Highlighted Areas Must Be Filled Out

CLIENT: _____	ATTN: _____
ADDRESS: _____	EMAIL: _____
CITY/STATE/ZIP: _____	PHONE/FAX: _____
OWNER OF PROPERTY: _____	
ADDRESS: _____	CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____	
PROJECT COUNTY: _____	

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY:

Signature	Title	Date
-----------	-------	------

Accounts Payable Contact:

Name: _____	Phone: _____	Email: _____
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Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technician's time ticket upon completion of our daily work: _____

If no names are provided it will be understood no authorized field representative signature was required.

REPORT DISTRIBUTION

FIRM	CONTACT NAME	EMAIL
------	--------------	-------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of the invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for "RUSH" Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with the client's instructions. Additional copies to individuals not listed on acceptance form whether physically or electronically, will be billed at administrative rate. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O.

All reports are available online via user login at www.alliancerpts.com

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule calls made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want Alliance to guarantee a technician on-site at the desired time. Dispatch phone number is 817-595-4565. Note: You must reference Alliance's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation – If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of the contract price plus \$50.00, whichever is greater.

Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications, or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office.

Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

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.

2R Construction Services
Wylie, TX United States

Certificate Number:
2024-1129166

Date Filed:
02/28/2024

Date Acknowledged:
02/28/2024

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.

Bid # ENG-2024-008
Underground Utilities and Street Rehabilitation

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

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.

2R Construction Services
Wylie, TX United States

Certificate Number:
2024-1129166

Date Filed:
02/28/2024

Date Acknowledged:

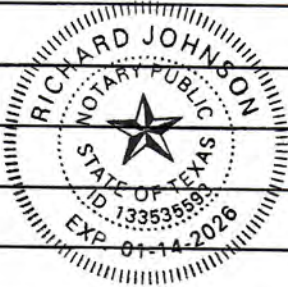
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

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

Bid # ENG-2024-008
Underground Utilities and Street Rehabilitation

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



Richard Johnson
2/28/2024

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Karl Canales Jr, and my date of birth is 01-28-82.

My address is 6428 Alexandra Meadows, Fort Worth, TX, 76131, U.S.
(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 TX, on the 28 day of Feb, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 3/19/2024

Number Resolution R-24-4921

Type Resolution

Department City Secretary

Title

Appointing members to the Colleyville Center Advisory Committee and the Parks and Recreation Advisory Board

Explanation

Reading and Public Hearing

The terms of members on the Colleyville Center Advisory Committee and the Parks and Recreation Advisory Committee expire March 2024. Those with expiring terms were contacted and asked to submit an application if they wished to be considered for reappointment and the positions were advertised.

The Colleyville Center Advisory Committee has four expiring At Large positions:

Judith Goodwin

Lee Koch

Fred Mills

Alex Thomas

The National Charity League, Colleyville Rotary Club, and Colleyville Woman's Club have confirmed their appointments to the committee.

The following applications were received:

Judith Goodwin

Lee Koch

Fred Mills

Michael Sabbia

Alex Thomas

Ethan Wiseman

The Parks and Recreation Advisory Board has four place positions with expiring terms:

Vacant, Place 2

Dustan Goodell, Place 4

James Poettcker, Place 6

Joe Stout, Place 8

The following applications were received:

Shane Binion

Mark Brooks

Dustan Goodell

Mike O'Shields

James Poettcker

Michael Sabbia

Joe Stout

Ethan Wiseman

This item provides for appointing four members to the Colleyville Center Advisory Committee and four members to the Parks and Recreation Advisory Board.

Financial Impact

There is no financial impact to the City.

Recommendation

Attachments

1. Rosters
2. Colleyville Center Advisory Committee Applications 2024
3. Parks and Recreation Advisory Board Applications 2024

PARKS AND RECREATION ADVISORY BOARD

PLACE 1

Julie George

(214) 202-4671

juliefgeorge@gmail.com

TERM: March 2023 – March 2025

PLACE 2

VACANT

TERM: March 2022 – March 2024

PLACE 3

John Hillebrand - Vice Chair

(817) 798-0112

hille@sbcglobal.net

TERM: March 2023 – March 2025

PLACE 4

Dustan Goodell

(214) 533-7041

dgoodell59@gmail.com

TERM: March 2022 – March 2024

PLACE 5

Amy Ackermann

(817) 600-8838

AmyATX99@gmail.com

TERM: March 2023 – March 2025

PLACE 6

James Poettcker

(817) 313-9344

jpoett@sbcglobal.net

TERM: March 2022 – March 2024

PLACE 7

Eric Presson - Chair

(817) 733-3121

ewpresson@protonmail.com

TERM: March 2023 – March 2025

PLACE 8

Joe Stout

(817) 988-9488

josephstout@yahoo.com

TERM: March 2022 – March 2024

CITY COUNCIL LIAISON

Callie Rigney

(682) 651-5495

crigney@colleyville.com

GCISD LIAISON

Tammy Nakamura

tammy.nakamura@gcisd.net

YOUTH SPORT ASSOCIATIONS LIAISONS

Colleyville Baseball Association

Mike Wang

cvbbpresident@gmail.com

Colleyville Soccer Association

Hector Rodriguez

president@ColleyvilleSoccer.net

Colleyville Softball Association

Russell Rinn

russellrinn2007@yahoo.com

COLLEYVILLE CENTER ADVISORY COMMITTEE

Judith Goodwin

(817) 267-8702

dongoodwin@verizon.net

TERM: March 2022 – March 2024

Lee Koch

(817) 975-3898

lkoch1212@gmail.com

TERM: March 2022 – March 2024

Fred Mills

(817) 320-6862

saxmills@verizon.net

TERM: March 2022 – March 2024

Jeremy Tallo

(817) 266-4094

jeremytallo@gmail.com

TERM: March 2023 – March 2025

Alex Thomas

(904) 703-9008

atpost@gmail.com

TERM: March 2022 – March 2024

Paul Vigiletti

(817) 485-7417

paubervig@att.net

TERM: March 2023 – March 2025

Colleyville Garden Club**Ann Morgan**

(575) 640-6790

aamorgan12@gmail.com

TERM: March 2023 – March 2025

Colleyville Lions Club**Louis C. Miller**

(817) 994-6180

louismliller45@gmail.com

TERM: March 2023 – March 2025

National Charity League**Athena Wiginton**

(817) 946-0180

apw@thewigintons.com

TERM: March 2022 – March 2024

Colleyville Rotary Club

VACANT

Colleyville Woman's Club**Darla Dennison**

(817) 770-8805

TERM: March 2022 – March 2024

Colleyville Chamber of**Commerce**

VACANT



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. COLLEYVILLE CENTER ADVISORY COMMITTEE

2. _____

3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Alex Thomas

Address: 3201 Carisbrooke Ct

Phone: 904-703-9008 E-mail Address: atpost@gmail.com

How long have you been a Colleyville resident? 9 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

I graduated with a Bachelor Science(BS), Doctor of Medicine(MD) and Master in Healthcare Administration (MHA/MBA). I'm active with various GCISD committees, active in Boy Scout Troop 1905 at Compass Church. Volunteer at Compass Church Grace Food Drive, Meal Marathon, and various community 5K races.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

I would like to contribute to the great vision and direction of the Mayor and the members of the City Council in moving Colleyville forward. I would like to preserve the small town feel the Mayor and City Council are focused on in every decision they make on behalf of the residents of Colleyville.

3. **In your opinion, what policies / programs / assets of Colleyville are working well?**

City of Colleyville has so many great programs for kids, adults and elderly. Breakfast with Santa, Colleyville Farmers Market, Stars and Guitars Concert, and Fort Worth Symphony Orchestra Community Concert are some of the great bonuses residents of Colleyville get to enjoy. Colleyville also has great parks which are well maintained. City services from Public Works, Fire Figthers, and Police Department are always outstanding.

4. **What are some issues in Colleyville which may require change?**

Many residents don't always know about the great services and activities the city offers. It would be great to get residents more involved so that they can enjoy the various activities the city offers.

5. **If you could influence the City in just one way, what would that be?**

I would like to see more residents participate in the various city activities, programs, and social events.

6. **Please share your vision for the City of Colleyville.**

We have a great city and that offers so much. We have city leaders and employees that move us forward, but consider each decision to see if they are preserving our past as well as our small town feel. I believe having engaged residents is part of what builds and preserves great communities like Colleyville.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/9/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. COLLEYVILLE ECONOMIC DEVELOPMENT COMMITTEE
2. PARKS AND RECREATION ADVISORY BOARD
3. COLLEYVILLE CENTER ADVISORY COMMITTEE

▼

▼

▼

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Ethan Wiseman

Address: 6624 Sapphire Circle S. Colleyville Texas 76034

Phone: 325 439 9770 E-mail Address: ethan.wiseman3@gmail.com

How long have you been a Colleyville resident? 4

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

I grew up heavily involved in my local community. I believe that civic service ensures that we maintain the high quality of life that Colleyville is known to offer. I hold a Bachelors of Business - Economics and a Masters of Business Administration. I am responsible for a \$200m P&L at a local technology company.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

My role in the start will be to learn the portfolio. After that, I would like to support the elected leaders of Colleyville to understand the options available. I believe that presenting our leaders with clear and sustainable options ensures that they can make an informed decision as to how they are delivering on their commitments to the community.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Our sporting fields, library and community events really bring us together. Being able to meet others from our community and bringing people from outside of Colleyville is important. This is especially important because when someone from outside visits us, its a great opportunity for a Colleyville business to make sales.

4. **What are some issues in Colleyville which may require change?**

I believe the city could do better at communicating. While there will always be negative people, this could be limited by giving context in advance. i.e. the local business gift cards. It is a great way for us to use funds that would not be properly utilized in the community, but misinformed fiscally conservative citizens get frustrated

5. **If you could influence the City in just one way, what would that be?**

I would want to help ensure that our elected leaders have a clear understanding of the decision that they are making. That they have the tools, speaking notes and advocates in the community to ensure that the message is properly received.

6. **Please share your vision for the City of Colleyville.**

I want Colleyville to remain a community where people respect each other. That we run a fiscally conservative operation, but will make investments and even big bets when it makes sense. I hope that we can make our businesses more sustainable and reduce the amount of churn that takes place.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 03/06/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. Download the financial disclosure form here. **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. COLLEYVILLE CENTER ADVISORY COMMITTEE
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Fred Mills

Address: 5400 Linden Ct. Colleyville, TX 76034

Phone: 817-320-6862 E-mail Address: saxmills@verizon.net

How long have you been a Colleyville resident? 35 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have been on the Colleyville Center Advisory Committee for multiple terms, and currently am the Vice-Chair of the Committee. I also served as the Co-Chair of the Colleyville Commuter Rail Committee. I hold a BBA from Kent State University and a MBA from the University of Dayton.

2. What do you perceive your role will be in serving on a board, commission, or committee?

Provide leadership, Ideas for operations improvement, AND always support the City of Colleyville.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

The outdoor venues are great!! especially music, All first responder teams are excellent. Our parks are excellent assets.

4. What are some issues in Colleyville which may require change?

5. If you could influence the City in just one way, what would that be?

Better night lighting with street lights on Glada, Heritage, Hannaford, and others.

6. Please share your vision for the City of Colleyville.

It's the people, we need to continue to involve them to sustain greatness.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 02.16.24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. COLLEYVILLE CENTER ADVISORY COMMITTEE
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Judith Goodwin

Address: 4001 Allendale St Colleyville TX 76034

Phone: 8172678702 E-mail Address: dongoodwin@verizon.net

How long have you been a Colleyville resident? 29 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Retired as co owner of Vibration Engineering Services. Knowledgeable in business, oil& gas, and vibration services

2. What do you perceive your role will be in serving on a board, commission, or committee?

Add different aspect to the mix of other members

3. In your opinion, what policies / programs / assets of Colleyville are working well?

Continuing to upgrade city policies

4. What are some issues in Colleyville which may require change?

Some of the older areas of the city need attention...streets, sewage and water lines

5. If you could influence the City in just one way, what would that be?

Pay attention to all citizens, not just the influencers

6. Please share your vision for the City of Colleyville.

Continue to serve to citizens of Colleyville

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 02/27/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. Download the financial disclosure form here. Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. CLICK HERE TO MAKE SELECTION COLLEYVILLE CENTER
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☒ Ms. ☐ Mrs. ☐ Mr. LEE KOCH

Address: 900 SADDLEBROOK DR

Phone: 817 925 3898 E-mail Address: lkoch1242@gmail.com

How long have you been a Colleyville resident? 30 YRS

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:
CV CENTER MGR, CWC, MA. IN PUBLIC SERVICES FROM UTA
2. What do you perceive your role will be in serving on a board, commission, or committee?
BACKGROUND INFO - ARCHITECTURAL EXPERIENCE, COMMUNITY VOLUNTEER EXPERIENCE
3. In your opinion, what policies/programs/assets of Colleyville are working well?
MORE COMMUNITY RECOGNITION LATELY
4. What are some issues in Colleyville which may require change?
WIDEN CHEEK-SPARGER
5. If you could influence the City in just one way, what would that be?
OPEN TO NEW COMERS - KEEP IN MIND THAT A LOT OF OUR POPULATION IS GETTING OLDER
6. Please share your vision for the City of Colleyville.
A PLACE TO COME HOME TO

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:

817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com

2-27-24

For Office Use

Date Received:

Recorded/Printed:

Acknowledged By: Lee Koch



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. COLLEYVILLE CENTER ADVISORY COMMITTEE
3. CLICK HERE TO MAKE SELECTION



Name: ☐ Ms. ☐ Mrs. ☒ Mr. Michael Sabbia

Address: 711 Duns Tew Path, Colleyville TX, 76034

Phone: 513-317-5007 E-mail Address: sabbiamj@gmail.com

How long have you been a Colleyville resident? 5.5 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Transparently, I am new to government with no prior experience. I have been involved in my son's Cub Scout Pack and I am employeeed at a small, privately held company here in Las Colinas where I am a presenting member of our Board of Directors.

2. What do you perceive your role will be in serving on a board, commission, or committee?

I believe I can be an objective, balanced member that combines the wants, wishes, and desires of a citizen with the pragmatic background of a seasoned business executive. My job first and foremost is to listen and then based on understanding all the facts, weigh and acknowledge pros and cons to make the best possible recommendation (or decision).

3. In your opinion, what policies / programs / assets of Colleyville are working well?

Our approach towards fiscal conservatism put us in an enviable position where taxes continue to be held flat without stripping the citizens of needed services. The summer family events are well curated, managed, and feel approachable for all. As the father of two children, I believe the library programming encourages healthy habits that will pays benefits for life. Finally, the gift card program has been an incredible way to "reward" citizens while helping local businesses.

4. What are some issues in Colleyville which may require change?

The biggest issue is often people who are looking for change when none is needed. Without being perfectly up to speed with all the matters of the city, I'm sure there are areas of opportunity. However, I believe these are likely few and far between

5. If you could influence the City in just one way, what would that be?

Ensuring the opportunities for growth remain attractive and we cultivate that across residential and commercial interests, while keeping the "small town" culture that is unique in today's growing Texas population and economy.

6. Please share your vision for the City of Colleyville.

I am a proud citizen of Colleyville and want it to continue to be sought after place for people to reside, whether raising a family, enjoying retirement, and all the years inbetween. We should continue to be fiscally prudent while making investments in amenities that we believe will satisfy the needs of our citizens.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/20/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. Download the financial disclosure form here. **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. PARKS AND RECREATION ADVISORY BOARD
2. COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Dustan Goodell

Address: 3701 Laurens Place, Colleyville, Texas 76034

Phone: 214 533 7041 E-mail Address: dgoodell59@gmail.com

How long have you been a Colleyville resident? 17 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Current Member of Colleyville Parks and Recreation Board

Prior Member of City of Bedford Parks Board

28 years of experience of HOA management including Project management and Budget preparation

2. What do you perceive your role will be in serving on a board, commission, or committee?

Providing objective input regarding current and future City Projects, City operations and responsiveness to resident observations and requests. Provide feedback and follow up on specific tasks to support Colleyville's growth and improvements of Lifestyle and fiscal success for the community.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Open communication and continued improvements exist (road maintenance, Park maintenance, efforts to continue to provide enhanced Lifestyle).

4. What are some issues in Colleyville which may require change?

Continued evaluation of recently acquired asset (former Church facility at Glade and Roberts), possible enhancement and utilization of current Senior Center.....traffic control improvements on main thoroughfares in key area of Colleyville vehicle traffic, continued zoning controls.....

5. If you could influence the City in just one way, what would that be?

Continued review of Tax reduction opportunities and fiscal acuity for City budgeting and long term Zoning expension/Projects

6. Please share your vision for the City of Colleyville.

Collyville is, and I believe that it will continue to be, a City that provides superior public schools, strong law enforcement and emergency support, fair and open governmental decision making and an overall positive place to live that balances continued growth without infringing on residential experience!!

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/12/24

Recorded/Printed:

Acknowledged By: AC



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. COLLEYVILLE ECONOMIC DEVELOPMENT COMMITTEE
2. PARKS AND RECREATION ADVISORY BOARD
3. COLLEYVILLE CENTER ADVISORY COMMITTEE

▼

▼

▼

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Ethan Wiseman

Address: 6624 Sapphire Circle S. Colleyville Texas 76034

Phone: 325 439 9770 E-mail Address: ethan.wiseman3@gmail.com

How long have you been a Colleyville resident? 4

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

I grew up heavily involved in my local community. I believe that civic service ensures that we maintain the high quality of life that Colleyville is known to offer. I hold a Bachelors of Business - Economics and a Masters of Business Administration. I am responsible for a \$200m P&L at a local technology company.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

My role in the start will be to learn the portfolio. After that, I would like to support the elected leaders of Colleyville to understand the options available. I believe that presenting our leaders with clear and sustainable options ensures that they can make an informed decision as to how they are delivering on their commitments to the community.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Our sporting fields, library and community events really bring us together. Being able to meet others from our community and bringing people from outside of Colleyville is important. This is especially important because when someone from outside visits us, its a great opportunity for a Colleyville business to make sales.

4. **What are some issues in Colleyville which may require change?**

I believe the city could do better at communicating. While there will always be negative people, this could be limited by giving context in advance. i.e. the local business gift cards. It is a great way for us to use funds that would not be properly utilized in the community, but misinformed fiscally conservative citizens get frustrated

5. **If you could influence the City in just one way, what would that be?**

I would want to help ensure that our elected leaders have a clear understanding of the decision that they are making. That they have the tools, speaking notes and advocates in the community to ensure that the message is properly received.

6. **Please share your vision for the City of Colleyville.**

I want Colleyville to remain a community where people respect each other. That we run a fiscally conservative operation, but will make investments and even big bets when it makes sense. I hope that we can make our businesses more sustainable and reduce the amount of churn that takes place.

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 03/06/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. James Poettcker MD

Address: 4611 Cresthaven Dr

Phone: 8173139344 E-mail Address: jpoett@sbcglobal.net

How long have you been a Colleyville resident? 36 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Currently on Parks and Rec Board, Retired General Surgeon, Multiple board positions at multiple hospitals, election clerk

2. What do you perceive your role will be in serving on a board, commission, or committee?

Research and make recommendations for what would be best for our Colleyville community.

3. In your opinion, what policies / programs / assets of Colleyville are working well?

After the State of the City presentation, it appears that everything is headed in the right direction

4. What are some issues in Colleyville which may require change?

As the population increases closely monitor the traffic flow problems.

5. If you could influence the City in just one way, what would that be?

Ensure a high quality education for my three grandchildren.

6. Please share your vision for the City of Colleyville.

Keep it the premier location to live in the DFW metroplex

All information provided is public pursuant to the Texas Public Information Act.
Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 02/08/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. Park & Recreation Advisory Committee

2.

3.

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Joseph W. Stout

Address: 5505 Janet Lane, Colleyville, TX 76034

Phone: 817-988-9488 E-mail Address: josephstout@yahoo.com

How long have you been a Colleyville resident? 8 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

President, Kingswood Estates HOA, Colleyville (current); Colleyville Library Board (current); Park & Rec Advisory Committee (expiring term); Saginaw Animal Services Advisory Committee (current chair & animal welfare rep); Big Thought educational support organization, Executive Board member, Dallas, 5 years; Fort Worth Chapter Public Relations Society of America, past Board member; Junior Achievement Fort Worth, past Board member; Fort Worth Local Emergency Planning Committee, Lockheed Martin representative; 5 years as bipartisan Lockheed Martin Employees Political Action Committee (PAC) membership ambassador for Grand Prairie and Orlando, Fla. plants; led 40-person department as Director of Communications at Lockheed Martin, 8 years; President, Mid-Cities Community Cats 501c3 animal welfare organization (current). Previous experience covering city government in Hurst for a daily newspaper for 2 years, attending all City Council meetings and writing numerous stories about various city government topics.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

First, to advise the City Council and Staff as requested. Secondly, it is critical to preserve Colleyville's current quality-of-life amenities and pursue improvements such as the new Rec Center. Must also maintain the unique residential characteristics of our city, while also ensuring that Colleyville remains attractive and welcoming to new residents and businesses, which will enhance the active citizenship and sales tax revenue of our city.

On a broader basis, to carry out long-range policies and strategies of the City Council and to offer recommendations to the City Council consistent with those policies. I understand the concept that Board and Commission members serve at the pleasure of the Mayor and Council, and are not put in place to challenge or subvert the policies of the City's elected leaders.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Colleyville's elected officials and city staff members have shown that they listen to the community. Colleyville has a unique residential environment and an impressive record of budget management, which includes successfully funding improvements to necessary programs and amenities such as roads, public buildings and parks, for the benefit of citizens. City leaders have done an outstanding job of ensuring that Colleyville retains its attractive features while also growing and improving its assets, such as the distinguishing "brand" being created along SH-26.

I believe these new features will pay off in the future by attracting new residents and business customers to the city, thereby increasing property values and sales tax revenue. Colleyville is truly unique among the cities in Northeast Tarrant County and careful stewardship is needed to maintain and continue these qualities.

4. What are some issues in Colleyville which may require change?

The City may need to take additional steps to attract complementary, vital, anchor businesses to the downtown area that surrounds the City Hall and Library complex. That area still has untapped potential to become a center for commerce, dining and living that will bring more people to spend their time and dollars in Colleyville. Since we don't really know what new challenges may arise in the changing world of the future, the City must stick to its long-term plan and core values to maintain Colleyville's high standards.

5. If you could influence the City in just one way, what would that be?

The City has an aging demographic that must be served, but we must also keep Colleyville attractive to young professionals who should value all that the City can offer for young, affluent families. I wonder if these qualities are really understood outside the City -- e.g., our high quality neighborhoods, good schools, great parks and recreational facilities (constantly being improved), pockets of the city with a rural feel, excellent public library programs, exciting programs for entertainment and the performing arts, and the many other benefits of living here. I'd like to help get that story told better.

6. Please share your vision for the City of Colleyville.

Vision: Colleyville will be home to a new generation that will choose our city as a great place to live, work, and raise their families. The city will be fiscally sound based on real estate values and commerce, including retail and restaurant spending both by residents and people coming to enjoy Colleyville from other parts of the metroplex. Colleyville will be renowned in the metroplex and beyond as a suburban jewel with a fantastic location in the heart of DFW, just miles from an airport that easily connects people to any place they need to travel worldwide. Supporting this vision, I would also like to see something cool done with the historic home at the corner of Glade and Bluebonnet. Maybe some type of museum related to community interests?

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 3/7/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Mark Brooks

Address: 209 Timberline Dr. N

Phone: 214-878-4891 E-mail Address: mark@brookshc.com

How long have you been a Colleyville resident? 24 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Colleyville Sidewalk Committee, past President of the Addison Business Association and Tarrant County Hotel Associations. Developer of the Grapevine Main Station and Hotel Vin - a PPP. I play tennis regularly.

2. What do you perceive your role will be in serving on a board, commission, or committee?

Roll is to actively participate in meetings. Help in developing ideas and solutions regarding Parks and Recreation activities that will enhance the experience of the citizens of Colleyville. Hope to encourage additional engagement with the facilitates that will to drive citizen loyalty to Colleyville.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Not sure of the redemption but the \$35 gift card to encourage local business in Colleyville. City Park with the variety of sports. Colleyville Blvd improvements, library and Clean Sweep program.

4. What are some issues in Colleyville which may require change?

Helping retail and commercial developement so that current centers are not partially full. Having a more user friendly sports reservation system. Improvements on maintaining sports and park areas.

5. If you could influence the City in just one way, what would that be?

Finding ways to improve vacancy of commercial properties so the city looks and is vibrant. Improving sport court reservation process.

6. Please share your vision for the City of Colleyville.

Retain small town, friendly and easy to access goods and services while maintaining competitive tax rates and outstanding city services. Provide a great place to live within the unique atmosphere of Colleyville.

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/26/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. COLLEYVILLE CENTER ADVISORY COMMITTEE
3. CLICK HERE TO MAKE SELECTION



Name: ☐ Ms. ☐ Mrs. ☒ Mr. Michael Sabbia

Address: 711 Duns Tew Path, Colleyville TX, 76034

Phone: 513-317-5007 E-mail Address: sabbiamj@gmail.com

How long have you been a Colleyville resident? 5.5 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Transparently, I am new to government with no prior experience. I have been involved in my son's Cub Scout Pack and I am employeeed at a small, privately held company here in Las Colinas where I am a presenting member of our Board of Directors.

2. What do you perceive your role will be in serving on a board, commission, or committee?

I believe I can be an objective, balanced member that combines the wants, wishes, and desires of a citizen with the pragmatic background of a seasoned business executive. My job first and foremost is to listen and then based on understanding all the facts, weigh and acknowledge pros and cons to make the best possible recommendation (or decision).

3. In your opinion, what policies / programs / assets of Colleyville are working well?

Our approach towards fiscal conservatism put us in an enviable position where taxes continue to be held flat without stripping the citizens of needed services. The summer family events are well curated, managed, and feel approachable for all. As the father of two children, I believe the library programming encourages healthy habits that will pays benefits for life. Finally, the gift card program has been an incredible way to "reward" citizens while helping local businesses.

4. What are some issues in Colleyville which may require change?

The biggest issue is often people who are looking for change when none is needed. Without being perfectly up to speed with all the matters of the city, I'm sure there are areas of opportunity. However, I believe these are likely few and far between

5. If you could influence the City in just one way, what would that be?

Ensuring the opportunities for growth remain attractive and we cultivate that across residential and commercial interests, while keeping the "small town" culture that is unique in today's growing Texas population and economy.

6. Please share your vision for the City of Colleyville.

I am a proud citizen of Colleyville and want it to continue to be sought after place for people to reside, whether raising a family, enjoying retirement, and all the years inbetween. We should continue to be fiscally prudent while making investments in amenities that we believe will satisfy the needs of our citizens.

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/20/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Mike O'Shields

Address: 1102 Scarlet Ct

Phone: 8179482420 E-mail Address: mikeoshields@hotmail.com

How long have you been a Colleyville resident? 35

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:
retired Lockheed/GeneralDynamics Material Dept. 2009

previously worked on sidewalk committee in Colleyville

2. What do you perceive your role will be in serving on a board, commission, or committee?
Review policy and operations of City Parks - watch maintenance

3. In your opinion, what policies / programs / assets of Colleyville are working well?

all seem to be working well

4. What are some issues in Colleyville which may require change?
drainage along Bear Creek

5. If you could influence the City in just one way, what would that be?

traffic on Bedford Rd -Sparger Park

6. Please share your vision for the City of Colleyville.

keep Colleyville a friendly community- more citizen participation- less apathy

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/29/24

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. PARKS AND RECREATION ADVISORY BOARD



2. CLICK HERE TO MAKE SELECTION

3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Shane Binion

Address: 501 Hillside Rd

Phone: 469-360-9473 E-mail Address: shane.binion@gmail.com

How long have you been a Colleyville resident? 4.5 yrs

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have no prior civic service or experience. I have a master's degree from Recreation Sciences Dept. at Texas A&M University. I am a resident of a city I've come to like very much, and I'm a dad of two elementary-aged kids who are growing up here. I want to be involved in my community.

2. What do you perceive your role will be in serving on a board, commission, or committee?

To be a member of a team that discusses, collaborates and advises on issues pertaining to, in this case, the Parks & Recreation Department. Green-space and recreation areas are important for residents young and old.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

The City is doing quite well with its parks and recreation. There are many great opportunities for residents to enjoy the outdoors safely and pleasantly. There are several nice parks, from sports-minded City Park to the wonderful Nature Center. The recent Senior Center renovation is sure to please, and I am excited about the new recreation center project.

4. What are some issues in Colleyville which may require change?

I am interested in exploring with and being part of a team that advises on a wide range of topics, but one area that particularly stands out for me is the condition of the soccer practice and game fields, at both the Pleasant Run Soccer Complex and at Sparger Park.

5. If you could influence the City in just one way, what would that be?

In relation to the Parks & Recreation Advisory Board, I'll carry over the response from question 4. Both of my children play soccer, and I see the condition of the practice and game fields. I hear it from other parents too. Our children deserve better.

6. Please share your vision for the City of Colleyville.

Aside from the sense of community, I love the rural feel of Colleyville, and it's my hope the City can maintain this for many more years to come. Maintaining and improving our parks and recreation areas and opportunities will only help this endeavor!

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 2/26/24

Recorded/Printed:

Acknowledged By: AL



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 3/19/2024

Type Report

Department Finance

Title

Monthly Financial Report - February 2024

Explanation

Finance Director Matt Poston will present the monthly financial report for February 2024.

Attachments

1. Monthly Financial Report Presentation
2. February 2024 Monthly Budget vs Actual Report

5a- Items not for council action



Monthly Financial Report February 2024

City Council Meeting
March 19, 2024

General Fund Performance



	FY 23/24 Budget		FY 23/24 YTD		% of Budget	FY 22/23 YTD		FY 22/23 % of Budget
Revenues	\$	28,554,942	\$	21,159,738	74.1%	\$	19,774,787	75.4%
Expenditures		27,263,762		11,348,970	41.6%		9,754,699	38.6%
Total	\$	1,291,180	\$	9,810,768		\$	10,020,088	

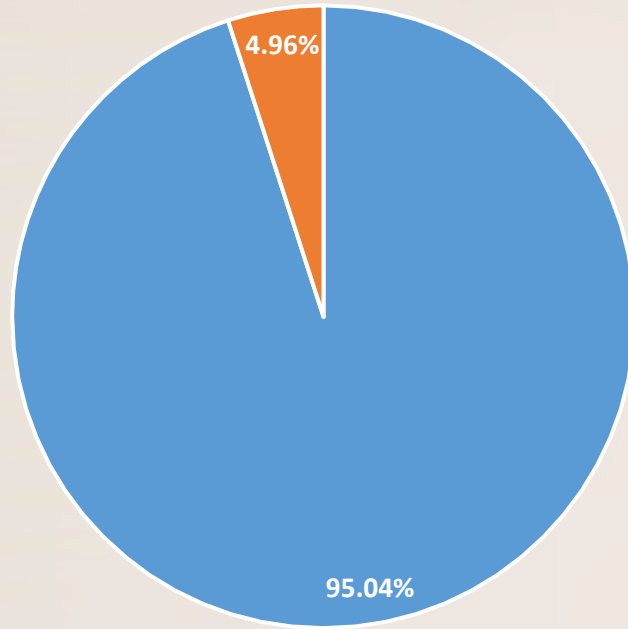
% of year Completed: 41.7%

% of Budget Spent: 41.6%

Property Tax Collections



Cummulative Collections vs. Budget



■ Collected ■ Remaining

FY 23/24 Rate:

- M&O – \$0.251399
- I&S – \$0.009593

Total Rate –
\$0.260991/\$100

	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Current Taxes	\$ 17,032,634	\$ 16,187,702	95.0%	\$ 14,988,017	95.0%

Sales Tax: Ten-Year History



Fiscal Year	City Collections	% Change
2013/14	\$3,351,728	9.04%
2014/15	3,456,800	3.13%
2015/16	3,727,508	7.83%
2016/17	3,750,749	0.62%
2017/18	3,898,740	3.95%
2018/19	3,889,583	-0.23%
2019/20	4,200,061	7.98%
2020/21	4,787,850	13.99%
2021/22	5,175,384	8.09%
2022/23	5,275,999	1.94%

10-year Change: \$1,924,271
Compound Annual Growth Rate: 5.17%

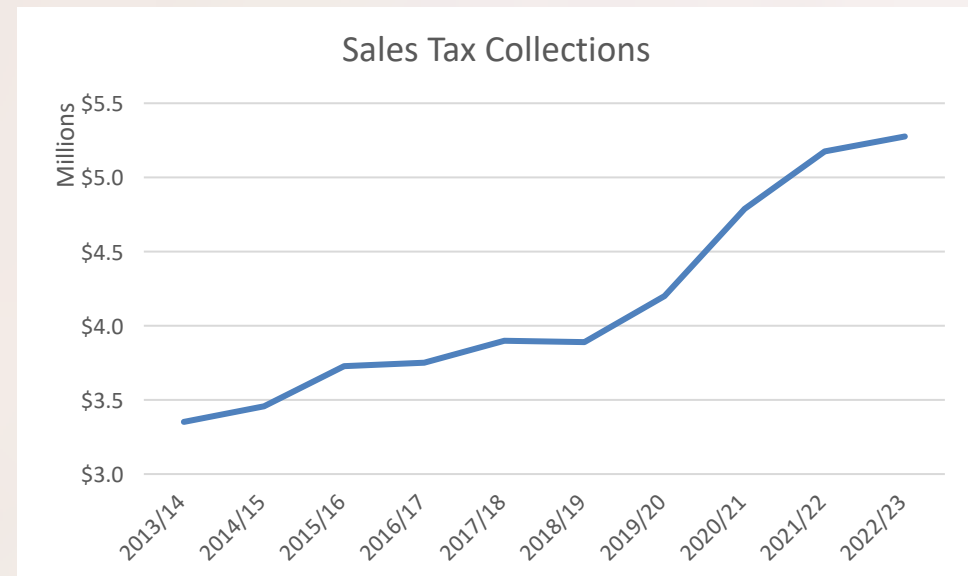
City collections (1.00%) only, includes year-end audit adjustment for accrual

Sales Tax Rate:

- State – 6.25%
- City – 1.00%
- CCCPD – 0.50%
- CEDC – 0.50%

Total Rate – 8.25%

The total local portion of sales tax cannot exceed 2.00%.

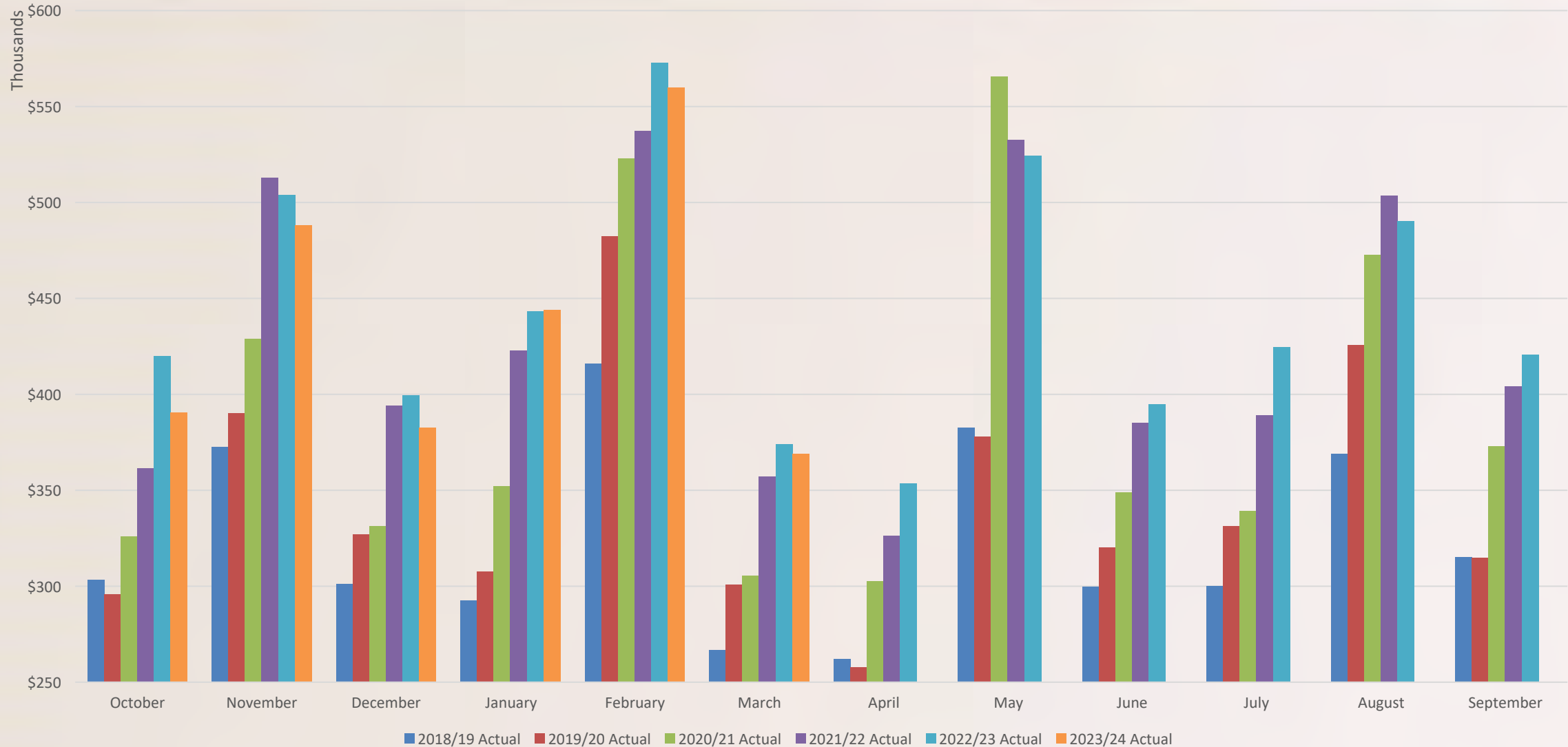


Sales Tax: Current Year Collections



Collections Month	Sales Month	2022/23 Actual	2023/24 Actual	Increase/ (Decrease)	% Change
October	August	\$ 419,885	\$ 390,305	\$ (29,580)	-7.0%
November	September	503,899	488,030	(15,869)	-3.1%
December	October	399,505	382,458	(17,047)	-4.3%
January	November	443,160	443,954	794	0.2%
February	December	572,573	559,919	(12,654)	-2.2%
March	January	374,024	368,924	(5,100)	-1.4%
Total		\$ 2,713,046	\$ 2,633,590	\$ (79,456)	-2.9%

Sales Tax: Comparative Collections



Sales Tax: Benchmark (March Collections)



	Net Payment This Period		Comparable Payment PY		% Change	Payment YTD		PY Payment YTD		% Change
Bedford	\$	1,159,687	\$	1,156,070	0.31%	\$	4,053,905	\$	4,036,394	0.43%
Colleyville		553,110		560,756	-1.36%		2,058,166		2,083,595	-1.22%
Eules		1,479,376		1,915,215	-22.76%		6,095,890		6,446,962	-5.45%
Grapevine		4,955,274		4,312,295	14.91%		16,756,627		15,479,077	8.25%
Hurst		1,410,701		1,336,484	5.55%		5,078,054		5,140,879	-1.22%
Keller		1,039,355		1,135,664	-8.48%		4,097,465		4,069,901	0.68%
North Richland Hills		1,593,099		1,397,428	14.00%		5,291,096		5,171,121	2.32%
Southlake		3,100,179		2,904,743	6.73%		10,808,166		11,057,336	-2.25%

Note: Colleyville Collections above include both City General Fund and CEDC collections

Utilities Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 24,102,616	\$ 7,696,042	31.9%	\$ 7,195,272	37.3%
Expenditures	24,102,616	7,548,601	31.3%	6,343,367	32.7%
Total	\$ -	\$ 147,440		\$ 851,905	

% of year Completed: 41.7%
 % of Budget Spent: 31.3%

TRA			City		
	FY 23/24 Budget	FY 23/24 YTD		FY 23/24 Budget	FY 23/24 YTD
Revenues	\$ 19,889,768	\$ 5,766,135	Revenues	\$ 4,212,848	\$ 1,929,906
Expenditures	19,889,768	5,415,654	Expenditures	\$ 4,212,848	2,132,947
Total	\$ -	\$ 350,481		\$ -	\$ (203,041)

Drainage Fund Performance



	FY 23/24 Budget		FY 23/24 YTD		% of Budget	FY 22/23 YTD		FY 22/23 % of Budget
Revenues	\$	1,482,143	\$	623,079	42.0%	\$	435,264	41.7%
Expenditures		738,386		302,228	40.9%		260,942	36.2%
Total	\$	743,757	\$	320,851		\$	174,322	

% of year Completed: 41.7%

% of Budget Spent: 40.9%

Hotel Tax (HOT) Fund Performance



	FY 23/24 Budget		FY 23/24 YTD		% of Budget	FY 22/23 YTD		FY 22/23 % of Budget
Revenues	\$	202,000	\$	56,654	28.0%	\$	44,833	16.3%
Expenditures		188,532		79,955	42.4%		116,365	42.5%
Total	\$	13,468	\$	(23,301)		\$	(71,533)	

% of year Completed: 41.7%

% of Budget Spent: 42.4%

Debt Service Fund Performance



	FY 23/24 Budget	FY 23/24 YTD	% of Budget	FY 22/23 YTD	FY 22/23 % of Budget
Revenues	\$ 1,238,871	\$ 1,177,401	95.0%	\$ 577,077	94.8%
Expenditures	1,235,460	899,535	72.8%	628,410	81.7%
Total	\$ 3,411	\$ 277,866		\$ (51,333)	

% of year Completed: 41.7%

% of Budget Spent: 72.8%

Questions?



- For questions or comments regarding this presentation, please contact:

Matthew Poston

Director of Finance

City of Colleyville, TX

mposton@Colleyville.com

817-503-1014

MEMO



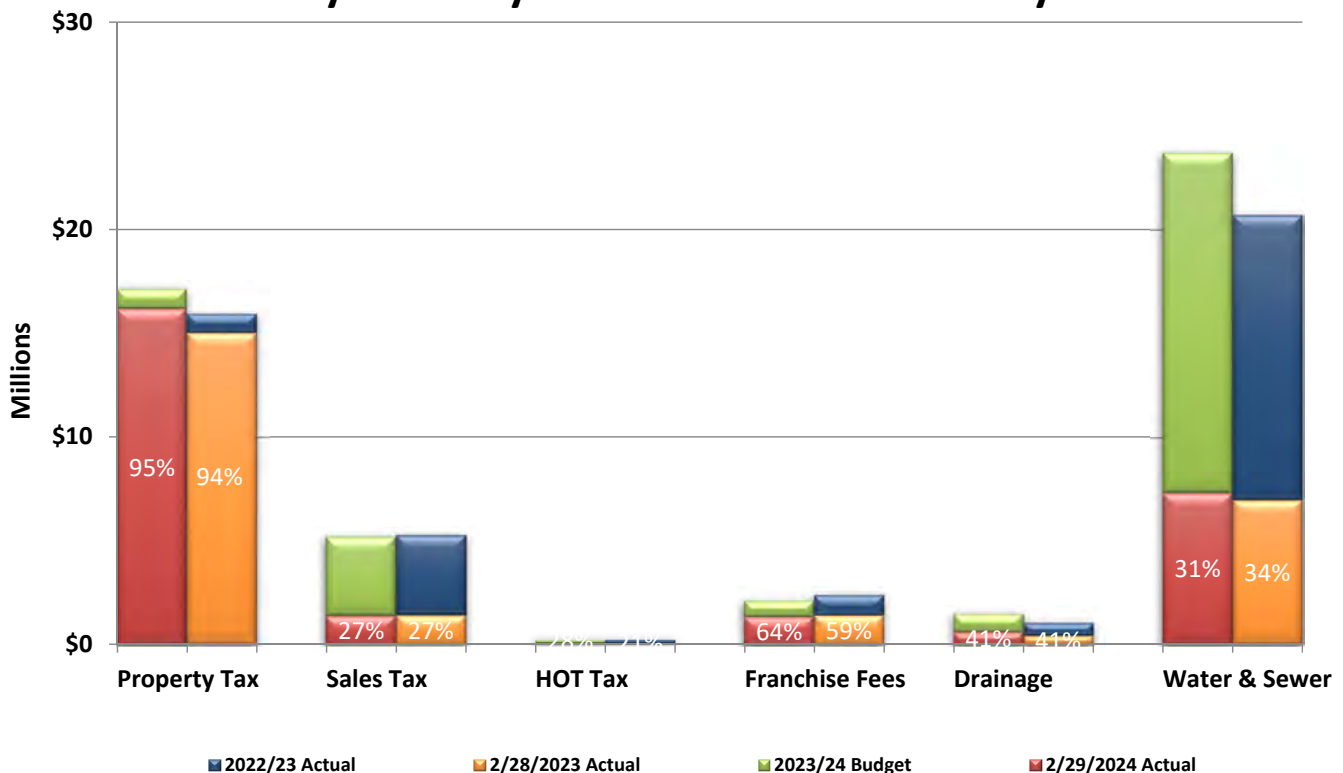
To: Mayor and City Council
From: Matthew Poston, Director of Finance
Date: March 12, 2024
Subject: Monthly Budget vs. Actual as of 2/29/24

Below is a summary of the budget vs. actual for the City of Colleyville for fiscal year 2023/24 through February.

Major Revenue Outlines:

- Property taxes – Collected 94.5% of the fiscal year's total budget, amounting to \$16.2 million.
- Sales tax – Collections for March (reflecting January purchases) are down -1.36% year-over-year.
- Hotel Occupancy tax – Achieved 28.3% of the fiscal year's budget, totaling \$57 thousand.
- Franchise fees – Garnered 63.9% of the fiscal year's total budget, equaling \$1.3 million.
- Water and Sewer sales – Collections stand at 30.9% of the fiscal year's budget, reaching \$7.3 million.
- Drainage fees – Achieved 41.3% of the fiscal year's budget, with total collections at \$602 thousand.

City of Colleyville Revenues at February 29



Expenditure Updates:

- General Fund – Expenditures amount to \$11.3 million or 41.6% of the annual budget. This is in line with the 41.7% progression of the fiscal year, indicating on-target spending.
- Utilities Fund – Expenditures total \$7.5 million or 31.3% of the annual budget, marking spending below expectations given the fiscal year's progression.
- Drainage Fund – Expenditures are at \$302 thousand or 40.9% of the annual budget, aligning closely with the fiscal timeline.

Enclosed for your review is a copy of the monthly report. Please feel free to reach out should you have any questions or require further information.

City of Colleyville
Monthly Budget vs Actual Report
February 29, 2024

	FY 2023/24				FY 2022/23				
	Annual Budget	Actual Thru Mth	Variance Annual	% of Annual Bdg	Annual Actual	Actual Thru Mth	Variance Annual	% of Annual Act	% chg from PY
General Fund									
Current Taxes	17,032,634	16,187,702	844,932	95.0%	15,801,000	14,988,017	812,983	94.9%	8.0%
Delinquent	30,000	(12,951)	42,951	-43.2%	48,969	18,838	30,131	38.5%	-168.8%
P&I	60,000	6,811	53,189	11.4%	79,873	12,589	67,285	15.8%	-45.9%
Property Tax Total	17,122,634	16,181,562	941,072	94.5%	15,929,842	15,019,443	910,399	94.3%	7.7%
Sales Tax	5,180,876	1,386,331	3,794,546	26.8%	5,275,999	1,415,238	3,860,761	26.8%	-2.0%
Oncor Electric	900,000	913,190	(13,190)	101.5%	932,573	929,827	2,746	99.7%	-1.8%
Tri-County Electric	140,000	191,546	(51,546)	136.8%	182,874	182,874	-	100.0%	4.7%
Atmos Gas	455,000	-	455,000	0.0%	678,419	-	678,419	0.0%	0.0%
AT&T	15,000	6,065	8,935	40.4%	13,461	7,067	6,394	52.5%	-14.2%
Verizon/Others	12,000	5,234	6,766	43.6%	10,235	4,798	5,437	46.9%	9.1%
Refuse/Recycling	250,000	105,979	144,021	42.4%	303,788	102,400	201,388	33.7%	3.5%
Cable TV	325,000	116,746	208,254	35.9%	261,357	181,583	79,774	69.5%	-35.7%
Network Nodes	-	250	(250)	0.0%	250	250	-	100.0%	0.0%
Franchise Fees	2,097,000	1,339,009	757,991	63.9%	2,382,957	1,408,799	974,158	59.1%	-5.0%
GF Revenues	28,554,942	21,159,738	7,395,204	74.1%	28,188,285	19,774,787	8,413,498	70.2%	7.0%
GF Expenditures	27,263,762	11,348,970	15,914,793	41.6%	28,188,285	9,754,699	18,433,586	34.6%	16.3%
Utilities Fund									
Water - Base Rate	2,190,683	879,600	1,311,083	40.2%	2,171,138	830,551	1,340,587	38.3%	5.9%
Sewer - Base Rate	1,628,164	682,702	945,462	41.9%	1,566,422	662,506	903,917	42.3%	3.0%
Water - Volumetric Rate	16,027,206	4,179,956	11,847,250	26.1%	13,114,292	4,122,133	8,992,159	31.4%	1.4%
Sewer - Volumetric Rate	3,862,562	1,586,180	2,276,383	41.1%	3,854,630	1,369,244	2,485,386	35.5%	15.8%
Water & Sewer	23,708,616	7,328,438	16,380,179	30.9%	20,706,483	6,984,434	13,722,049	33.7%	4.9%
Utilities Revenues	24,102,616	7,696,042	16,406,574	31.9%	22,927,765	7,195,272			
Utilities Expenditures	24,102,616	7,548,601	16,554,015	31.3%	22,927,765	6,343,367			
Debt Service Fund									
Current Taxes	1,209,871	617,633	592,238	51.0%	591,984	561,525	30,458	94.9%	10.0%
Delinquent	2,000	(496)	2,496	-24.8%	2,172	985	1,186	45.4%	-150.3%
P&I	2,000	263	1,737	13.2%	3,171	637	2,534	20.1%	-58.7%
Property Tax Total	1,213,871	617,401	596,470	50.9%	597,327	563,148	34,179	94.3%	9.6%
DS Revenues	1,238,871	1,177,401	61,470	95.0%	630,722	577,077			
DS Expenditures	1,235,460	899,535	335,925	72.8%	1,059,034	628,410			
Drainage Fund									
Drainage Fee	1,457,143	601,903	855,240	41.3%	1,035,867	420,226	615,641	40.6%	43.2%
Drain Revenues	1,482,143	623,079	859,063	42.0%	1,075,984	435,264			
Drain Expenditures	738,386	302,228	436,157	40.9%	1,075,984	260,942			
Hotel Occupancy Tax (HOT) Fund									
HOT Tax	200,000	56,654	143,346	28.3%	211,461	43,833	167,628	20.7%	29.2%
HOT Revenues	202,000	56,654	145,346	28.0%	212,460	44,833			
HOT Expenditures	188,532	79,955	108,577	42.4%	257,642	116,365			



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 3/19/2024

Number Ordinance O-24-2275

Type Ordinance

Department Community Development

Title

Consideration of an amendment to the Land Development Code, Chapter 3, Section 3.26.E, specifically to allow for corner side yard fences greater than 30 inches in height and no greater than 25 percent opaque construction to be placed ten feet from the property line, Case GC24-001

Explanation

Second Reading and Public Hearing

City Council had no questions for staff. No one came forward to speak during the public hearing.

First Reading and Public Hearing

The City Council has directed staff to prepare a change to the Land Development Code (LDC), which would allow for fencing above 30 inches in height and no more than 25 percent opaque to be located within ten feet of the property line for corner side yards.

On December 19, 2023, the City Council discussed the current LDC language and possible amendment options. The current language requires all fencing above 30 inches in height to be located at the street side yard setback line. Currently, deviations to this regulation are only allowed by approval of a Special Use Permit (SUP) from the City Council after review by the Planning and Zoning Commission. Concerns regarding the restrictive nature of the regulation and the large number of SUP requests initiated conversations regarding a potential amendment to the LDC.

Staff Recommendation: Staff recommends approval of the amendment

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendment as presented at their February 12, 2024 meeting by a vote of 5-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Existing and Proposed LDC Language
2. Ordinance O-24-2275

Current LDC Language (approved August 20, 2019)

E. Fence and Free Standing Wall Setback Requirements

2. Corner Side Yards: Except where allowed elsewhere in this chapter, no fence or freestanding wall greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction shall extend into the required street side yard. The regulations of 1.a through 1.d above shall apply.

A decorative wall or fence (which is defined as any wall or fence not greater than thirty inches in height and not greater than twenty-five percent opaque construction) within a required street side yard shall not be placed less than three feet (3') from the side property line, and shall not be subject to the provisions of the preceding paragraph.

Proposed LDC Language

E. Fence and Free Standing Wall Setback Requirements

2. Corner Side Yards: Except where allowed elsewhere in this chapter, no fence or freestanding wall greater than thirty (30) inches in height and greater than twenty-five (25) percent opaque construction shall extend into the required street side yard. A fence that is greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction may extend into the required street yard and be located not less than ten (10) feet from the side property line. The regulations of 1.a through 1.d above shall apply.

A decorative wall or fence (which is defined as any wall or fence not greater than thirty inches in height and not greater than twenty-five percent opaque construction) within a required street side yard shall not be placed less than three feet (3') from the side property line, and shall not be subject to the provisions of the preceding paragraph.

ORDINANCE O-24-2275

AMENDING CHAPTER 3, SECTION 3.26.E FENCE AND FREE STANDING WALL SETBACK REQUIREMENTS – CORNER SIDE YARDS OF THE CITY OF COLLEYVILLE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Colleyville desires to amend Chapter 3, Section 3.26.E - 2 Fence and Free Standing Wall Setback Requirements - Corner Side Yards of the Land Development Code; and

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

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

- Sec. 1. THAT *Chapter 3, Section 3-26.E - 2 Fence and Free Standing Wall Setback Requirements – Corner Side Yards* of the Land Development Code is hereby amended to read as depicted in the attached Exhibit “A”.
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of March 2024.

The second reading and public hearing being conducted on the 19th day of March 2024.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 19TH DAY OF MARCH 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

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

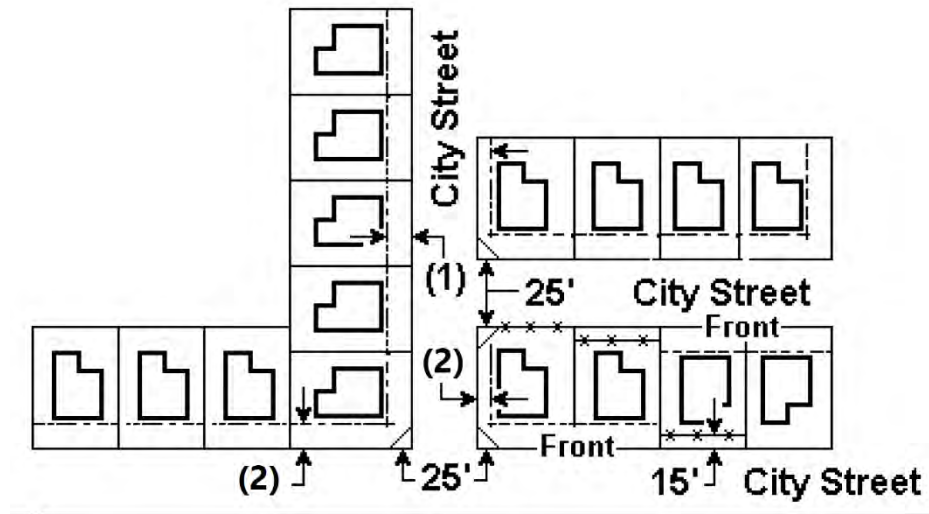
Exhibit “A”

Chapter 3 – Land Use

Section 3.26 E – Fence and Free Standing Wall Setback Requirements

1. *Front Yards:* No fence or free standing wall greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction shall be located beyond the front façade of the primary residential structure.
 - a. The primary fencing material shall be of wrought iron, pre-formed concrete, poured in place concrete, concrete masonry unit (CMU), brick, approved wood rail construction, a combination thereof or other similar material approved by the City Building Official. All poured in place concrete and CMU shall contain an architectural finish.
 - b. On a corner lot, a house shall be deemed to face on that street on which it has its least dimension unless otherwise determined by the Building Official.
 - c. Vehicle Gate setback: Any vehicle gate shall be set back a sufficient distance from the property line to allow vehicle queuing space in order to maintain safety and to prevent backup along the street pavement. Sufficient distance shall be determined by the Building Official.
 - d. Exceptions to front yard requirement: Lots containing a minimum of 40,000 square feet, and subdivisions, shall be allowed to construct a perimeter fence within the front yard setback. Said fencing shall be no greater than eight (8) feet in height and shall have no greater than twenty-five (25) percent opaque construction within the front yard. Allowed construction materials shall be the same as paragraph “1.a” above. **This exception shall not apply to properties zoned as a PUD district.**
2. *Corner Side Yards:* Except where allowed elsewhere in this chapter, no fence or freestanding wall greater than thirty (30) inches in height and greater than twenty-five (25) percent opaque construction shall extend into the required street side yard. **A fence that is greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction may extend into the required street yard and be located not less than ten (10) feet from the side property line.** The regulations of 1.a through 1.d above shall apply.

A decorative wall or fence (which is defined as any wall or fence not greater than thirty inches in height and not greater than twenty-five percent opaque construction) within a required street side yard shall not be placed less than three feet (3') from the side property line, and shall not be subject to the provisions of the preceding paragraph.
3. *Adjacent to Undeveloped Property:* Except for perimeter subdivision fencing meeting the requirements above, no fence or wall greater than thirty (30) inches in height that is greater than twenty-five (25) percent opaque construction, shall be located less than fifteen (15) feet from the side property line adjacent to the street which leads into undeveloped property. See Exhibit “3-4”.
4. *Rear Fence and Free Standing Wall Setbacks:* Fences and walls meeting all of the construction requirements of paragraph “1.a” above and other adopted standards may be erected on the rear property line except; however, lots whose rear property line abuts a public street on which one of the immediate adjacent lots maintains its required front yard, then no fence nor wall greater than thirty (30) inches in height shall be located within fifteen (15) feet of the subject lots rear property line. See Exhibit “3-4”.



(1) Shall not be located beyond the front façade of the primary residential structure

(2) Set-back established by district regulations

Exhibit "3-4"
Typical 15'-0" Solid Fence Setbacks

5. *Twenty-five Percent Opaque Construction:* The intent of this provision in Subsection E is to discourage barriers that resemble a compound or fortress and the calculation shall be as follows: Every eight (8) linear feet of fencing shall be at least 75% open to view from the street or public way. The 25% opaque construction shall be calculated based on the area of each eight (8) foot linear segment of the barrier.
6. *Non-Conforming Fences/Walls:* Where a fence (to include a wall) exists at the effective date of adoption or amendment of this Section that could not be built under the terms of this Section, such fence may remain so long as it remains otherwise lawful, subject to the following provisions:
 - a. No such non-conforming fence may be enlarged or altered in a way which increases its nonconformity.
 - b. Should a non-conforming fence or non-conforming portion of a fence be repaired, removed, or destroyed by any means to an extent of more than fifty (50) percent, it shall not be reconstructed except in conformity with the provisions of this Section, or as modified by a Special Use Permit approved by the City Council per this Section.
 - c. Should such fence be moved for any reason any distance whatever, it shall thereafter conform to the regulations of this Section after it is moved.
7. *Special Use Permit Provision:* Any request for a building permit for a fence/wall which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8

Agenda Date 3/19/2024

Type Report

Department City Secretary

Title

May 10, 2022 Zoning Board of Adjustment Minutes

February 12, 2024 Planning and Zoning Commission Meeting Minutes

February 26, 2024 Planning and Zoning Commission Worksession Minutes

Attachments

1. May 10, 2022 Zoning Board of Adjustment Minutes
2. February 12, 2024 Planning and Zoning Commission Minutes
3. February 26, 2024 Planning and Zoning Commission Worksession Minutes



City of Colleyville Zoning Board of Adjustment Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Tuesday, May 10, 2022

City Council Chambers

CALL TO ORDER

The Zoning Board of Adjustment meeting of the City of Colleyville was called to order by Chair Carroll on May 10, 2022 at 7:00 p.m.

Roll Call

Present: Richard Vallario, Dee Kamerman, Dan Shadle, Frank Carroll, and Michael Deakin

Absent: Mary Dede and Eric Holland

Staff Present: Jacquelyn Reyff and Dakari Hill

Also Present: N/A

1. APPROVAL OF MINUTES

1a Zoning Board of Adjustment Meeting Minutes – July 14, 2020

Board member Deakin made a motion to approve the July 14, 2020 Zoning Board of Adjustment Meeting Minutes. Board member Shadle seconded.

The motion was carried by the following vote:

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

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for lot area in the R-40 Single Family Residential district for Lot 3, Block 3, Stafford Heights Subdivision, located at 4801 Manning Drive, Case VC22-003

Jacquelyn Reyff presented the case and briefed the Board. Staff answered questions of the Board regarding the restrictions on building two homes without the variance.

The applicant, Michelle Bahjat, 409 Timberline Drive South, Colleyville, TX, came forward and expressed to the Board that the variance would allow her to build two single family homes on two separate lots.

An associate of the applicant, Greg Reid, 1408 Jacob Avenue, Keller, TX, came forward and expressed to the Board that the variance should be a formality.

Mrs. Bahjat answered questions of the Board regarding the size of both lots and the intent to live in one of the homes.

The public hearing was opened at 7:12 p.m.

Michael Botch, 4613 Stafford Drive, Colleyville, TX, came forward and spoke in opposition to the case. Mr. Botch expressed concern regarding the subdivision of the property.

Linda Baker, 4900 Behrens Road, Colleyville, TX, came forward and spoke in opposition to the case. Mrs. Baker expressed concern regarding the two lots not meeting their zoning requirements.

John Snyder, 4808 Manning Drive, Colleyville, TX, came forward and spoke in opposition to the case. Mr. Snyder expressed concern regarding the subdivision of the property.

Sue Schlotzhauer, 4601 Manning Drive, Colleyville, TX, came forward and spoke in support of the case. Mrs. Schlotzhauer expressed that the request was feasible.

Thomas Crabtree, 4606 Stafford Drive, Colleyville, TX, came forward and spoke in opposition to the case. Mr. Crabtree expressed concern that approval would minimize the country feel and set a bad precedent.

Joey Koshy, 409 Stoney Creek Boulevard, Sunnyvale, TX, came forward and spoke in opposition to the case. Mr. Koshy expressed concern that the quality of the homes would match the aesthetic of the neighborhood.

With no one else wishing to speak, the public hearing was closed at

7:26 p.m.

Mrs. Bahjat answered questions of the Board regarding the hardship and intent to sell the property if the variance was denied.

Board members Kamerman and Deakin stated that the land is platted as two separate lots.

Chair Carroll stated that there was no hardship.

**Board member Deakin a motion to approve Case VC22-003.
Board member Vallario seconded the motion.**

The motion failed by the following vote:

**Aye: 3 – Vallario, Kamerman, and Deakin
Nay: 2 – Shadle and Carroll**

- 2b** Consideration of a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for lot area in the R-40 Single Family Residential district for Lot 2, Block 3, Stafford Heights Subdivision, located at 4809 Manning Drive, Case VC22-004

**Board member Deakin a motion to approve Case VC22-004.
Board member Vallario seconded the motion.**

The motion failed by the following vote:

**Aye: 3 – Vallario, Kamerman, and Deakin
Nay: 2 – Shadle and Carroll**

3. ADJOURNMENT

The meeting adjourned at 7:41 p.m.

Minutes were written and prepared by:



Dakari Hill
Planner

The meeting minutes were approved on March 12, 2024 by a vote of 5-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, FEBRUARY 12, 2024

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 February 12, 2024 at 6:15 p.m.

Roll Call

Present: David Groves, Sayeda Syed, Mark Alphonso, Jerry Savoie, and Claudia Bevill

Absent: Tim Raine, and Jerome Obinabo

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

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

Christopher Pham briefed the Commission regarding items to be presented this evening at the regular meeting. The commission asked questions regarding the fencing and landscaping details for the proposed plat.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:30 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 February 12, 2024, at 7:00 p.m.

Roll Call

Present: David Groves, Sayeda Syed, Mark Alphonso, Jerry Savoie, and Claudia Bevill

Absent: Tim Raine, and Jerome Obinabo

Staff Present: Ben Bryner, Jacquelyn Reyff, Kris Potts, Christopher Pham

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

1. APPROVAL OF MINUTES

- 1a** January 8, 2024 Planning and Zoning Commission Meeting Minutes
January 22, 2024 Planning and Zoning Commission Worksession Minutes

Commissioner Alphonso made a motion to approve the January 8, 2024 Planning and Zoning Commission Meeting Minutes and the January 22, 2024 Planning and Zoning Worksession minutes.

Commissioner Groves seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Groves, Syed, Alphonso, Savoie, and Bevill

Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Presentation and Discussion of a Preliminary/Final Plat for the Foreman's Landing Addition, being Tracts 4F, 4U, and 4W, Abstract 1518, David R Teeter Survey, located at 4016 Jackson Road, Case PC24-001

Christopher Pham presented the case and briefed the Commission on the updated exhibits received by the applicant; specifically the fencing and landscaping details.

The applicant, Jared Stroebe did not wish to speak at this time.

The public hearing was opened at 7:09 p.m.

Jim Martin, 4116 Jackson spoke in regards to the existing pond on the property. Asking if the pond will be maintained by the HOA, if there will be an HOA.

The applicant Jared Stroebe addressed Mr. Martin's questions. There will not be an HOA, the pond will be maintained by the property owners.

With no one wishing to speak, the public hearing was closed at 7:09 p.m.
There was discussion between the commissioners' if the pond maintenance could be

put into the deed, since the pond is between two properties, and how the owners would share maintenance.

The public hearing was reopened at 7:13 p.m.

Mary Martin, 4116 Jackson spoke in regards to potential drainage concerns. Mentioned how they live against bear creek their property is prone to flooding.

Jared Stroebel addressed Mrs. Martin's questions, this development will not increase any off site drainage flows. Since it drains towards the creek there will be no additional drainage concerns.

The public hearing was closed at 7:14 p.m.

Commissioner Groves made a motion to approve Case PC24-001. Commissioner Alphonso seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Groves, Alphonso, Savoie, and Bevill

Nay: 1 – Syed

- 2b.** Presentation and Discussion of a Rezoning from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial on Lots 1 and 2, Block A, Heritage Farms Addition, located at 913 Cheek-Sparger Road and 3808 Wayne Drive, Case ZC24-001

THE APPLICANT HAS REQUESTED TO TABLE TO THE MARCH 11, 2024 PLANNING AND ZONING COMMISSION MEETING

Commissioner Syed made a motion to table Case ZC24-001 to the March 11, 2024 Planning and Zoning Commission Meeting. Commissioner Bevill seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Groves, Syed, Alphonso, Savoie, and Bevill

Nay: 0

- 2c.** Consideration of an Amendment to the Land Development Code, Chapter 3, Section 3.26.E, specifically to allow for corner side yard fences greater than 30 inches in height and no greater than 25 percent opaque construction to be placed ten feet from the property line

Ben Bryner presented the LDC Amendment and briefed the Commission on the how the change would affect permitting and SUP processes, specifically regarding street side yard fencing for corner lots.

The public hearing was opened at 7:25 p.m.

With no one wishing to speak the public hearing was closed at 7:25 p.m.

There was discussion with the commissioners regarding how this may affect easements or ROW and visibility concerns.

Commissioner Syed made a motion to approve the amendment to section 3.6.E of the Land Development Code. Commissioner Groves seconded the motion.

Aye: 5 – Groves, Syed, Alphonso, Savoie, and Bevill

Nay: 0

4. CITIZEN COMMENTS

The public forum opened at 7:28 p.m.

With no one else wishing to speak, the public forum closed at 7:28 p.m.

5. ADJOURNMENT

The meeting adjourned at 7:29 p.m.

The minutes were written and prepared by:

Kristopher Potts

Kristopher Potts
Planner

The meeting minutes were approved on March 11, 2024 by a vote of 6-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

FEBRUARY 26, 2024

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 February 26, 2024, at 6:15 p.m.

Roll Call

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

Absent: Jerome Obinabo

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts, Chris Pham

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

2. WORKSESSION AGENDA ITMES

- 2a** Presentation and discussion a Special Use Permit to allow for a fence on Lot 1, Block 1, Vankawala Residence Addition, being located at 4910 Behrens Court, Case ZC24-002

Kris Potts presented item 2a and briefed the Commission. City staff addressed questions from the Commission regarding the materials and location of the proposed fence and the neighboring properties fences to make sure the fence would be cohesive in the proposed location.

- 2b** Presentation and discussion of a Special Use Permit to allow for dog grooming on Lot 1RA, Block 1, Kroger Addition, being located at 4906 Colleyville Boulevard Unit 202, Case ZC24-003

Christopher Pham presented item 2b and briefed the Commission. City staff addressed questions from the Commission regarding the proposed plan. There was

general discussion among the Commission regarding potential hours of operation, if there will be size or breed restrictions, and there were concerns regarding what will be done about waste from the animals.

3. ADJOURMENT

The meeting adjourned at 6:28 p.m.

The meeting was re-opened at 6:28 p.m.

There was discussion among the commissioner's regarding online statements that have been circulating. The commissioners reiterated they are not paid and their work for the city is strictly on a volunteer basis.

The meeting adjourned at 6:29 p.m.

The minutes were written and prepared by:

Kris Potts

Kris Potts
Planner

The meeting minutes were approved on March 11, 2024 by a vote of 6-0.

RESOLUTION R-24-4922

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MARCH 19, 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 19TH DAY OF
MARCH 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