



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, MARCH 4, 2025

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

CALL TO ORDER

- WS-1** Annual Crime Report and Police Department Update
- WS-2** Review of the FY26 Budget Calendar
- WS-3** Discussion of Stars & Guitars 2026
- WS-4** Discussion of the March 4, 2025, City Council regular agenda items

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

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

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

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

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

INVOCATION: Pastor Lee Johnson, Bear Valley Church

PLEDGE OF ALLEGIANCE: City Attorney Sarah Ross

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5017**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5018**
 - 4a** Approval of the minutes of the regular City Council meeting of February 18, 2025
 - 4b** Approval of a contract with entertainer Craig Morgan, in an amount not to exceed \$75,000, for Stars and Guitars, June 2026, and authorizing the City Manager to execute the contract
 - 4c** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement
 - 4d** Approval of a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$199,650.00, for the design of the Hall-Johnson and McPherson Elevated Storage Tank Rehabilitation Project, and authorizing the City Manager to execute the agreement
 - 4e** Approval of an Interlocal Agreement with Tarrant County for funding of the Cheek-Sparger Road Project, as identified in the agreement, and authorizing the City Manager to execute the agreement
- 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 5a Ordinance O-25-2320**

Consideration of a change to the Land Development Code, Chapter 3, Section 3.27, Accessory Building Regulations and Residential Carport Regulations
- 6. RESOLUTION(S): READING AND PUBLIC HEARING**
 - 6a Resolution R-25-5019**

Consideration of a replat for Lot 1R-1-A, Block 1, First Baptist Church of Colleyville Addition, being Lots 1 and 2, Block 1, Garden Addition; Lot 1, Block 1, H.E.C. Addition; Lots 1R-1 and 2, Block 1, First Baptist Church of Colleyville Addition; and Tracts 1C and 1C03, Abstract 936, Joseph M. Looney Survey, located at 5300 Colleyville Boulevard, 1007 Church Street, and 5312, 5313, 5405, and 5505 Pleasant Run Road, Case PC25-002

6b Resolution R-25-5020

Approving an Advanced Funding Agreement with Texas Department of Transportation for Green Ribbon Funding

6c Resolution R-25-5021

Cancelling the May 3, 2025, General Election for city officers; ordering each unopposed candidate be declared elected to office

7. CITIZEN COMMENTS**8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 4, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5022****9. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards on *Friday, February 28, 2025*, by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting. Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1130, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 3/4/2025

Type Worksession

Department Police

Title

Annual Crime Report and Police Department Update

Explanation

Police Chief Michael Miller will provide the annual Crime Report and Police Department updates.

Attachments

1. 2024 CPD Annual Crime Report

Annual Crime Report for 2024

Chief Michael C. Miller
Colleyville Police Department
March 4, 2025



What is Uniform Crime Report (UCR)



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

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

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

2024 Annual Crime Report – Part 1 Crimes

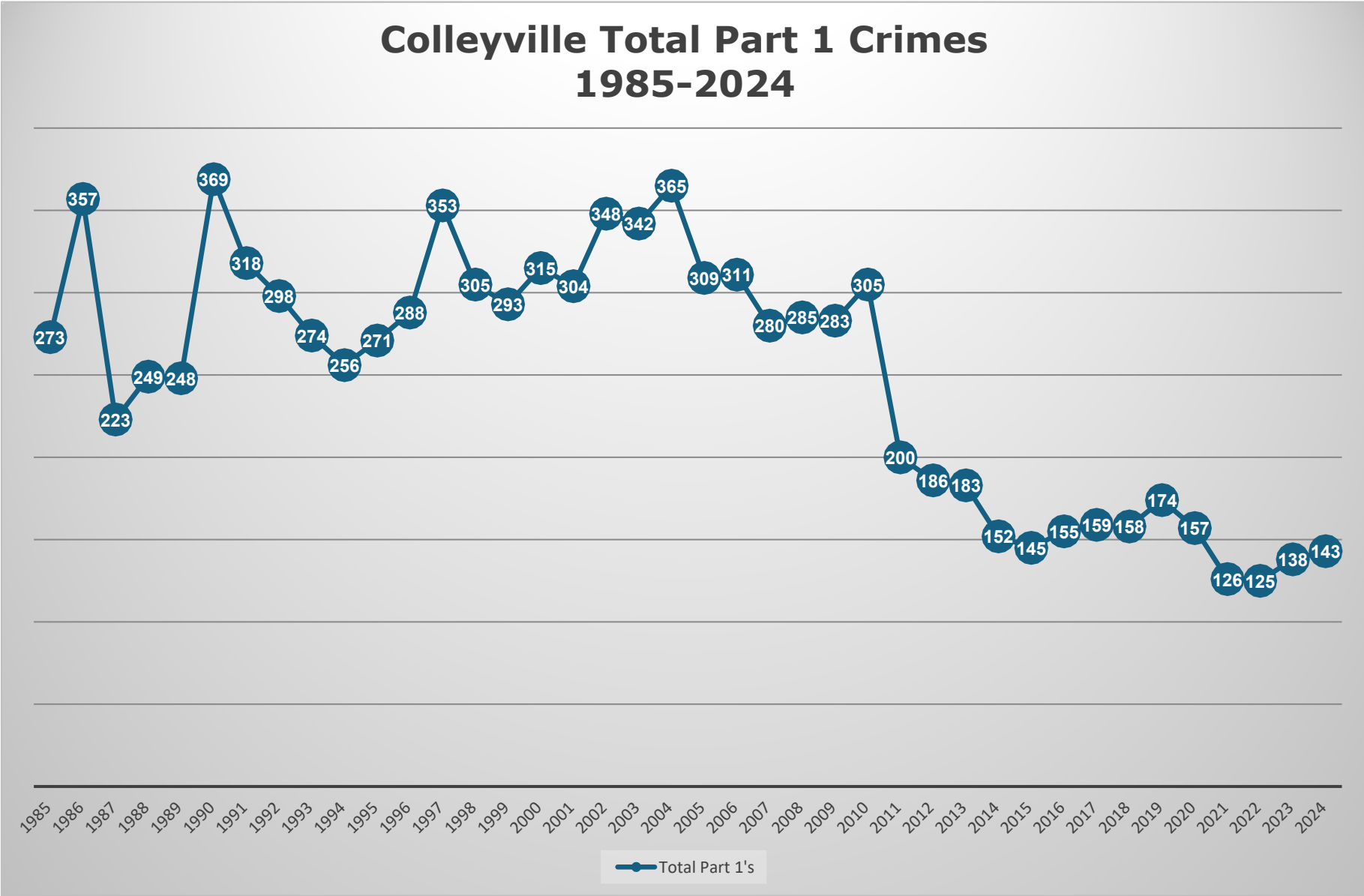


Part 1 Crimes	2023	2024	Change	% Change
Murder	0	1	1	N/A
Rape	7	1	-6	-86%
Agg Assault	8	6	-2	-25%
Robbery	0	0	0	N/A
Total Violent	15	8	-7	-47%
Burglaries				
Non-Residential	5	3	-2	-40%
Residential	3	1	-2	-67%
Thefts				
BOV	32	21	-11	-34%
Other	78	103	25	32%
Auto Theft	5	7	2	40%
Arson	0	0	0	N/A
Total Property	123	135	12	10%
Total Part 1	138	143	5	4%

Change in Crime

4%

Crime Trend by Year



Review: Transition to NIBRS Crime Reporting Changes Required in 2019

Timeline for NIBRS Implementation



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

2024 NIBRS Report



Offense	Reported in 2023	Reported in 2024	# Change	Percent Change	Offenses Cleared	Percent Cleared
Murder	0	1	1	N/A	1	100%
Negligent Manslaughter	0	0	0	N/A	0	0%
Justifiable Homicide	0	0	0	N/A	0	0%
Rape	4	1	-3	-75%	1	100%
Sodomy	0	0	0	N/A	0	0%
Sexual Assault with Object	0	0	0	N/A	0	0%
Fondling	0	3	3	N/A	1	33%
Aggravated Assault	9	8	-1	-11%	7	88%
Simple Assault	29	38	9	31%	27	71%
Intimidation	18	9	-9	-50%	3	33%
Kidnapping/Abduction	0	0	0	N/A	0	0%
Incest	0	0	0	N/A	0	0%
Statutory Rape	0	0	0	N/A	0	0%
Human Trafficking, Commercial Sex Acts	0	0	0	N/A	0	0%
Human Trafficking, Involuntary Servitude	0	0	0	N/A	0	0%
Crimes Against Persons Total	60	60	0	0%	40	67%

2024 NIBRS Report



Offense	Reported in 2023	Reported in 2024	# Change	Percent Change	Offenses Cleared	Percent Cleared
Robbery	0	0	0	N/A	0	0%
Arson	0	0	0	N/A	0	0%
Extortion/Blackmail	4	1	-3	-75%	1	100%
Burglary/Breaking & Entering	9	5	-4	-44%	1	20%
Larceny/Theft Offenses	116	128	12	10%	56	44%
Motor Vehicle Theft	6	7	1	17%	0	0%
Counterfeiting/Forgery	21	12	-9	-43%	3	25%
Fraud Offense	120	73	-47	-39%	11	15%
Embezzlement	3	1	-2	-67%	0	0%
Stolen Property Offenses	4	0	-4	-100%	0	0%
Destruction Of Property	23	15	-8	-35%	4	26%
Bribery	0	0	0	N/A	0	0%
Crimes Against Property Total	306	242	-64	-21%	76	31%

2024 NIBRS Report



Offense	Reported in 2023	Reported in 2024	# Change	Percent Change	Offenses Cleared	Percent Cleared
Drug/Narcotic Violations	236	199	-37	-16%	192	96%
Drug Equipment Violations	87	63	-24	-28%	63	100%
Pornography/Obscene Material	5	4	-1	-20%	2	50%
Gambling Offenses	0	0	0	N/A	0	0%
Prostitution	0	0	0	N/A	0	0%
Weapons Law Violation	19	16	-3	-16%	16	100%
Animal Cruelty	2	0	-2	N/A	0	0%
Crimes Against Society Total	349	282	-67	-19%	273	96%
Total Group "A" Offenses	715	584	-131	-18%	389	67%

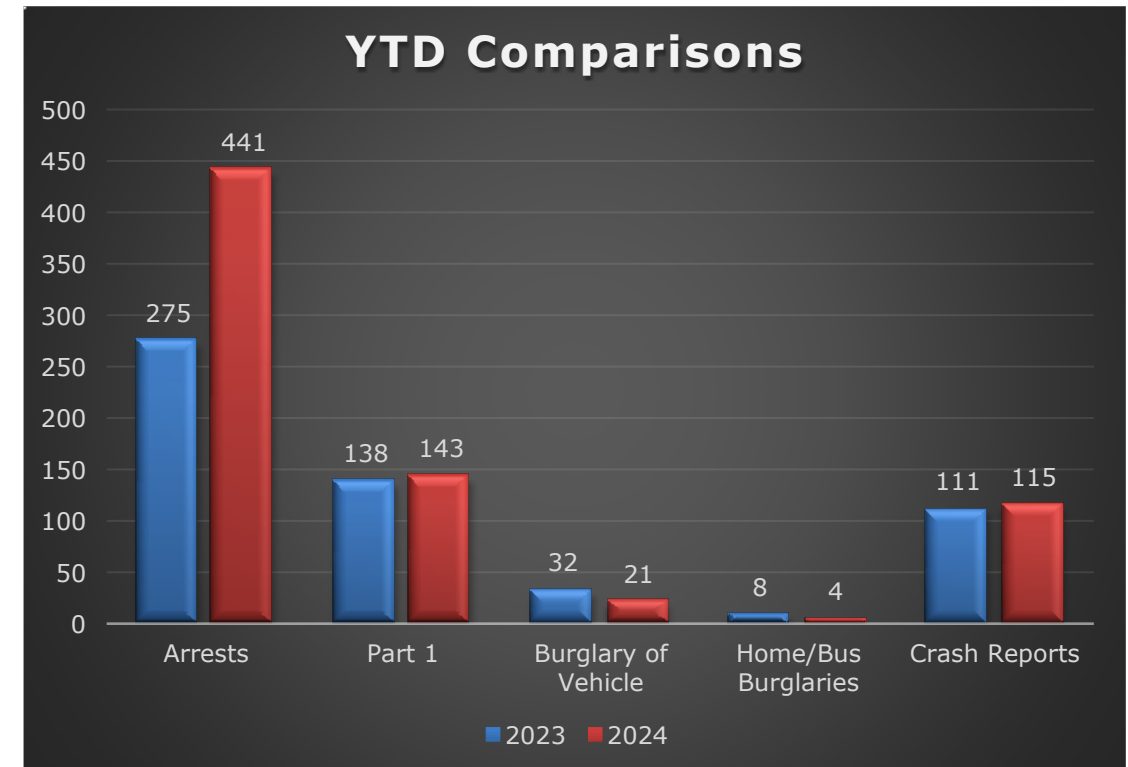
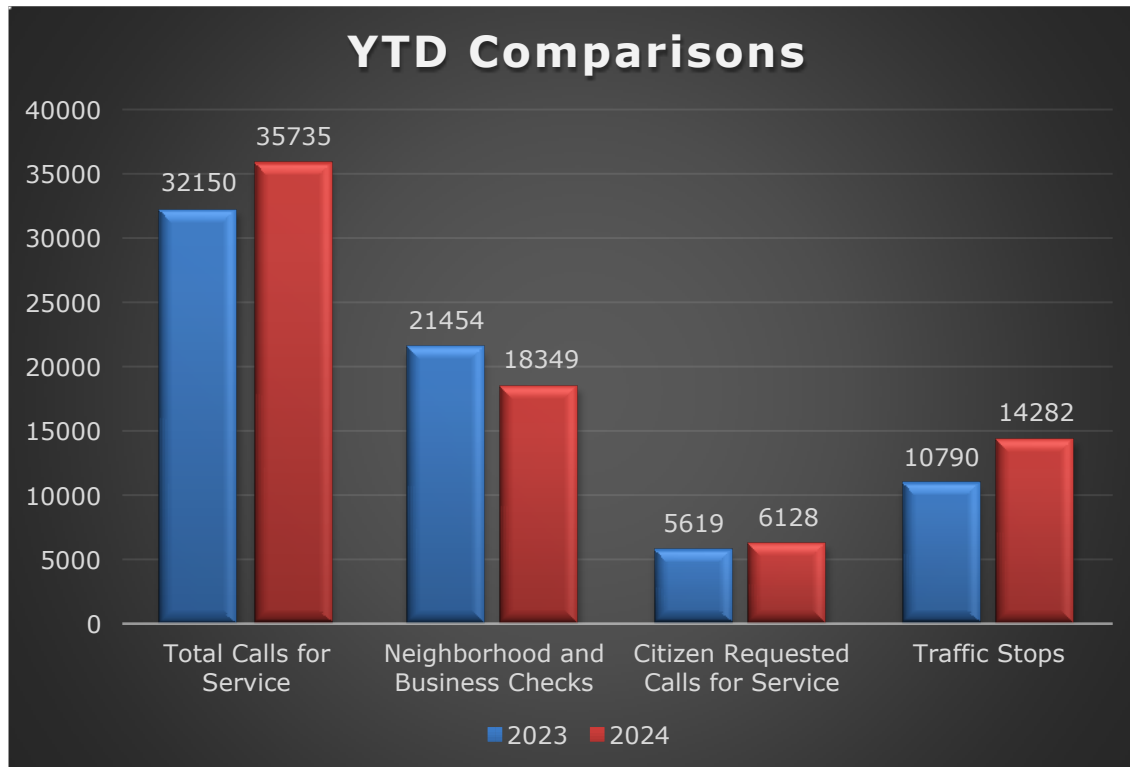
GROUP "B" ARRESTS											
Offense		2023 On-View Arrest	Summoned/ Cited	Taken Into Custody	Total	2024 On-View Arrest	Summoned/ Cited	Taken Into Custody	Total	# Change	% Change
90D	Driving Under the Influence	89	3	3	76	93	-	2	95	19	25%
90G	Liquor Law Violation	1	16	-	17	1	18	-	19	2	12%
90J	Trespass of Real Property	2	-	1	3	2	-	-	2	1	-33%
90Z	All Other Offenses	19	34	16	69	28	31	15	80	11	16%
GROUP "B" OFFENSES - TOTAL		111	53	20	165	124	49	17	196	33	19%

2024 Patrol Activity



- Total Calls for Service 32,150 to 35,735 - 11% Increase
 - Neighborhood and Business Checks 21,454 to 18,349 - 14% Decrease
 - Citizen Requested Calls for Service 5,619 to 6,128 - 9% Increase
- Traffic Stops 10,790 to 14,282 - 32% Increase

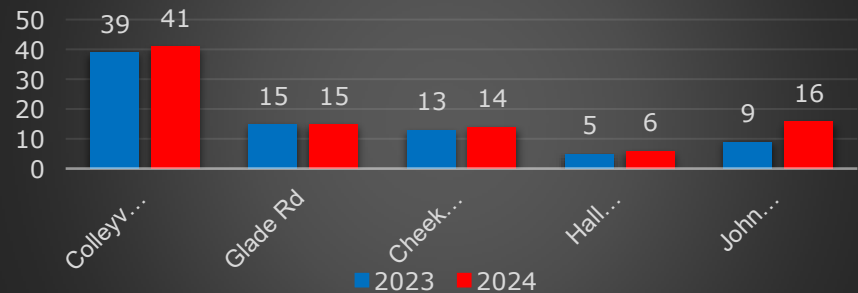
- Arrests 275 to 441 - 60% Increase
- Part 1 Offenses 138 to 143 - 4% Increase
- Burglary of Vehicle 32 to 21 - 34% Decrease
- Home/Bus Burglaries 8 to 4 - 50% Decrease
- Crash Reports 111 to 115 - 4% Increase



2024 Year-End Crash Comparison

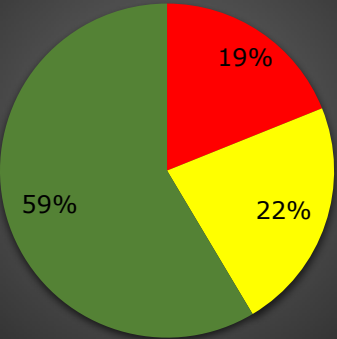


Top Streets



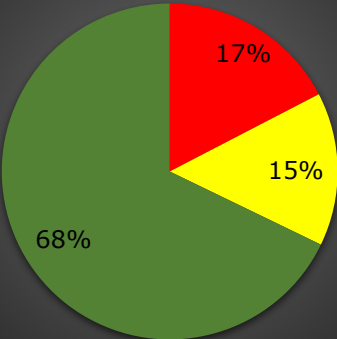
Crash Comparison	2023	2024	Difference	Change
Colleyville Blvd	39	41	2	5%
Glade Rd	15	15	0	0%
Cheek-Sparger Rd	13	14	1	8%
Hall Johnson Rd	5	6	1	20%
John McCain Rd	9	16	7	78%
All Roads	111	115	4	4%

2023 Injuries



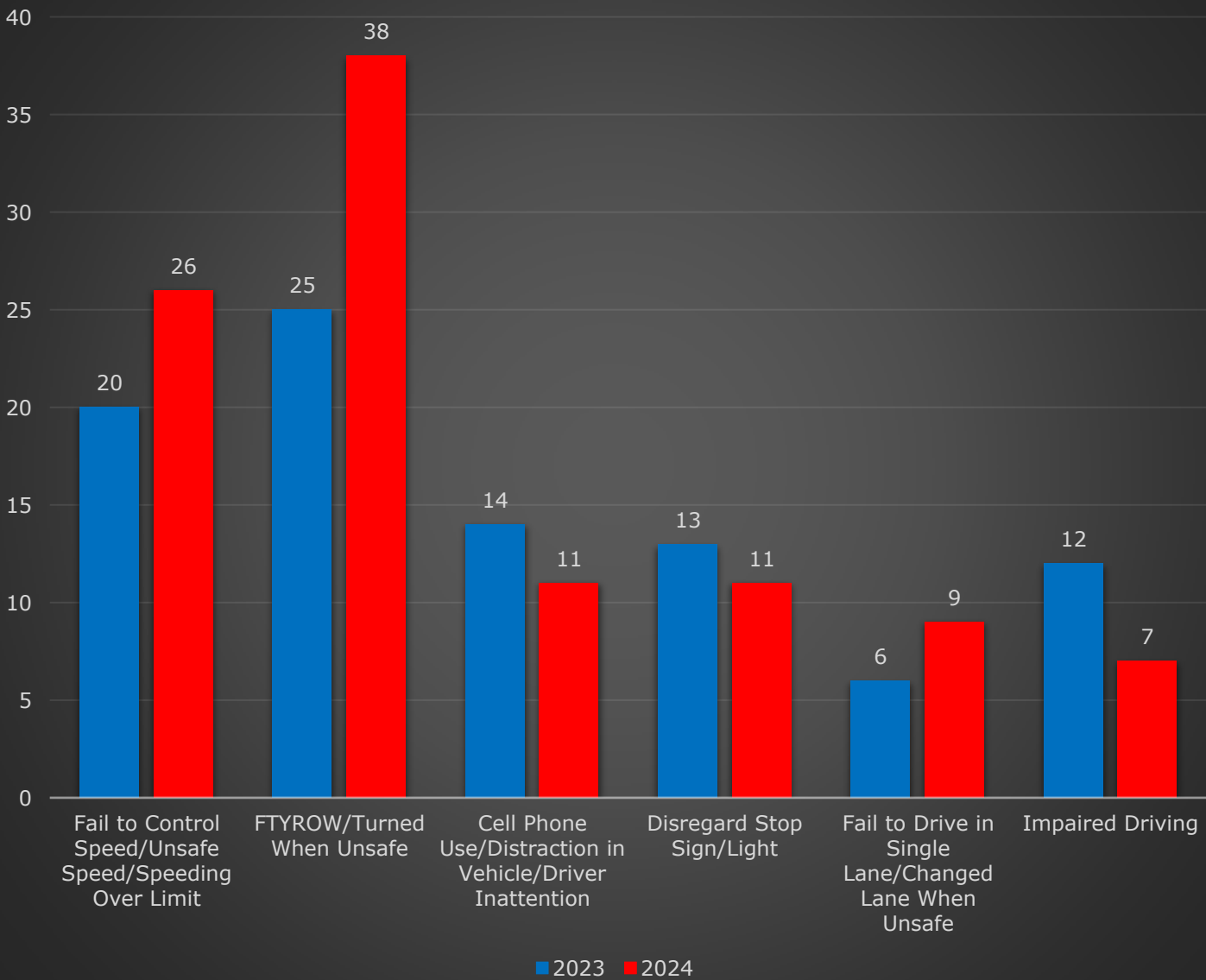
Transported Yes No

2024 Injuries



Transported Yes No

Factor Comparison



2024 Criminal Investigations Activity



In 2024 Colleyville Police Department's Criminal Investigations Division received 767 cases, with 144 of those being Part 1 offenses. The total number of cases received resulted in an average of 63 cases a month.

Other points of interest

- 51% Part 1 Clearance rates for 2024. (73 out of 144)
 - 113% Violent Crimes
 - 47% Property Crimes
 - Submitted 2881 investigative supplements
 - Filed 340 cases
 - Achieved a 98% three day victim contact in 2024.

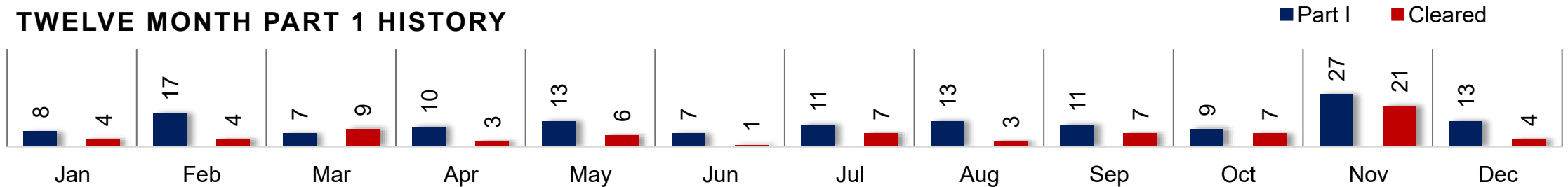
Crime Trends in 2024

The rise in retail theft were notable for 2024. 71 shoplifting offenses were reported by four retailers, accounting for the majority of the 103 reported thefts.

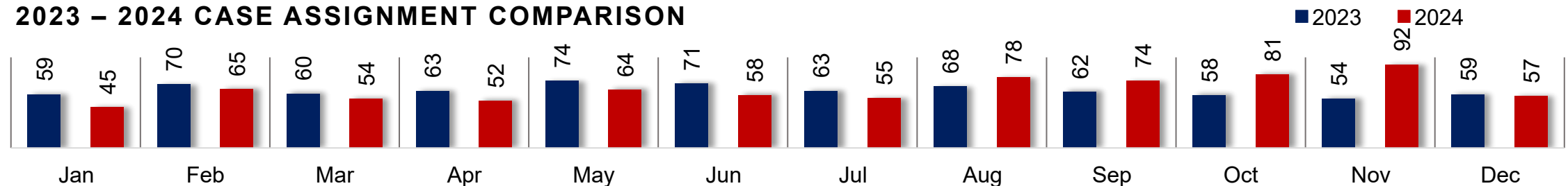
Extra Duties/Responsibilities

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

TWELVE MONTH PART 1 HISTORY



2023 - 2024 CASE ASSIGNMENT COMPARISON



- **Murder**
 - Husband was arrested and charged with the death of his wife. Currently in custody at the Tarrant County Jail.
- **Retail Thefts-** Repeated retail thefts
 - Walgreens- Cosmetics were stolen, with \$13,000 loss. Investigations resulted in the arrests of numerous suspects.
 - Tom Thumb- Multiple wine thefts committed by the same suspects, with a loss of \$6,847.24. Two suspects were arrested for 11 offenses.
- **Burglary of Vehicles-** Lifetime Fitness
 - 7 offenses committed by two suspects. Both suspects located in Houston were arrested and charged with multiple Burglary of Vehicle and CC/Debit Card abuse offenses.
- **Designer Goods Counterfeit Sales-** After a complex investigation, detectives executed a search warrant at a local business and recovered over \$8 million dollars in counterfeit luxury items. Both suspects were arrested and charged with Trademark Counterfeiting.

Citizen feedback on our officers using PowerEngage



He was the best. Compassionate, professional, and provided great information. Thank you!

02/25/2025, 11:01:28 am

Joshua Newman

professional and prompt with compassion for issue

02/25/2025, 12:02:00 pm

Travis Hendry

Both Officer Warren and Corporal Kamppi were professional, courteous and prompt in their response and brought a resolution to our situation. They served well and our family appreciates and commends them.

02/24/2025, 8:01:26 pm

Josiah Kamppi - Cassidi Warren

Questions and Discussion?



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 3/4/2025

Type Worksession

Department Finance

Title

Review of the FY26 Budget Calendar

Explanation

This item provides the opportunity to briefly review and finalize the proposed FY26 budget calendar.

Attachments

1. Budget Calendar Presentation



FY 25/26 Budget Calendar

City Council Worksession
March 4, 2025



Process Overview



MARCH 12

- Budget kickoff meeting (staff)

APRIL

- All budget information due from departments and RFP for health insurance released

MAY

- City Council election/swearing in, health insurance RFP responses due, and preliminary property values released by appraisal district
- City Manager review of budget and CIP budget process

JUNE

- Health Insurance RFP is awarded

JUNE 17

- Council priority setting workshop and worksession to review preliminary budget numbers
- CCCPD budget worksession

Process Overview



JULY 1

- CCCPD budget adoption by board

JULY 15

- First reading CCCPD budget/public hearing at Council
- Worksession discussion on fees/charges (if needed)
- Draft five-year CIP

JULY 25

- Certified tax roll due from Appraisal District

JULY 28

- Proposed Budget filed

AUGUST 5

- Council worksession to present proposed budget
- Second reading for CCCPD budget
- Resolution to set maximum allowable tax rate
- CEDC budget worksession

Process Overview



AUGUST 19

- Proposed tax rate approval
- CEDC budget adoption

SEPTEMBER 3

- Tax rate hearing, if required
- Budget hearing
- Five-year CIP Plan adoption
- CEDC Budget Adoption (by Council)

SEPTEMBER 16

- Budget adoption
- Tax rate adoption

OCTOBER 1

- Approved FY 25/26 Budget goes into effect



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 3/4/2025

Type Worksession

Department City Manager

Title

Discussion of Stars & Guitars 2026

Explanation

Staff will be seeking City Council direction regarding Stars and Guitars, 2026.

Attachments

1. Discussion of Stars & Guitars 2026



Stars & Guitars 2026 Artist

City Council Worksession
March 4, 2025



Craig Morgan

Army veteran and one of country music's best-loved artists, Morgan has amassed over 1.5 billion career streams and charted over 25 songs on Billboard, thrilling massive crowds with signature hits including "Bonfire," "Almost Home," "Redneck Yacht Club," "International Harvester," "This Ole Boy," "Soldier," "That's What I Love About Sunday" and his faith-filled tribute to his son Jerry, "The Father, My Son and The Holy Ghost."

- June 26, 2025
- \$75,000
- Heroes Park opener as a veteran.
- Presented in the past as an option.





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4 **Agenda Date** 3/4/2025
Type Worksession
Department City Secretary

Title
Discussion of the March 4, 2025, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 3/4/2025

Type Executive Session

Department City Secretary

Title

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

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

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

Attachments

RESOLUTION R-25-5017

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF MARCH 4, 2025**

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 4TH DAY OF MARCH 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

RESOLUTION R-25-5018

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF MARCH 4, 2025

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of February 18, 2025
 - b. Approval of a contract with entertainer Craig Morgan, in an amount not to exceed \$75,000, for Stars and Guitars, June 2026, and authorizing the City Manager to execute the contract
 - c. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement
 - d. Approval of a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$199,650.00, for the design of the Hall-Johnson and McPherson Elevated Storage Tank Rehabilitation Project, and authorizing the City Manager to execute the agreement
 - e. Approval of an Interlocal Agreement with Tarrant County for funding of the Cheek-Sparger Road Project, as identified in the agreement, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 4TH DAY OF MARCH 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:	CITY OF COLLEYVILLE
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Christine Loven City Secretary, TRMC	Bobby Lindamood Mayor
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CITY OF COLLEYVILLE
CITY COUNCIL MINUTES
100 Main Street, Colleyville, Texas, 76034

TUESDAY, FEBRUARY 18, 2025

Mayor Pro Tem Brandi Elder called the Colleyville City Council Worksession to order on Tuesday, February 18, 2025, at 5:30 p.m.

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

ABSENT: Mayor Bobby Lindamood and Councilmember Ben Graves.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Fire Chief Mark Cantrell, Assistant Fire Chief Tim Folden, Community Development Director Ben Bryner, Finance Director Cassie Smith, Public Works Director Amber Beard, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Fire Department Update

Fire Chief Mark Cantrell reviewed the department's awards, accomplishments, equipment, and technology. He then discussed remodels at each of the three stations, and the statewide mobilizations the department has participated in, and community outreach programs. He reviewed annual call statistics and responses and explained the analytics. Chief Cantrell also discussed the health and wellness of fire fighters, noting fire fighters are 2.2 times more likely to have cancer, and five times more likely to commit suicide.

WS-2 Colleyville Challenge Coin

Assistant City Manager Adrienne Lothery presented the history of challenge coins and their use and introduced the City of Colleyville Challenge Coins, which have been distributed to the City Council.

WS-3 Discussion of the February 18, 2025, City Council regular agenda items

There was no discussion of this item.

Mayor Pro Tem Elder closed the Worksession at 6:05 p.m. and called the Executive Session to order.

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code - Receive legal advice from the City's legal counsel regarding the May 2025 Bond Election

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

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

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

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

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

ABSENT: Mayor Bobby Lindamood and Councilmember Ben Graves.

**INVOCATION: Bishop Edward Smyth of the Colleyville Ward
of the Church of Jesus Christ of Latter-day Saints**

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-25-5014

This Resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Pro Tem Elder and the City Council provided announcements regarding community news and upcoming events.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5015

- 4a** Approval of the February 4, 2025, City Council Minutes
- 4b** Approval of a Professional Services Agreement with Kimley Horn and Associates, Inc., in an amount not to exceed \$152,000.00 for the design of the Bedford Road at Cheek-Sparger Road Roundabout, and authorizing the City Manager to execute the agreement
- 4c** Approval of the sale of property, seized items, found items, obsolete and non-serviceable equipment

Mayor Pro Tem Elder read Resolution R-25-5015 in its entirety.

Public Works Director Amber Beard presented items 4b and 4c and answered questions of the City Council.

Mayor Pro Tem Elder opened and closed the public hearing without any speakers.

Councilmember Alphonso made a motion to approve Resolution R-25-5015, seconded by Councilmember Holt Gunderson.

The motion was approved by the following vote:

Ayes: 5 – Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Kimberly Holt Gunderson, and Tim Raine.

Absent: 2 - Mayor Lindamood and Councilmember Ben Graves.

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - January 2025

Finance Director Cassie Smith stated sales tax reported in February for December collections is up 20.16% year-over-year, bringing the City's total to 8.7% over last year. She then reviewed the General Fund, sales and property tax collections, debt service, and all remaining major funds.

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

- 6a Ordinance O-25-2319**

Consideration of a rezoning from PUD-C Planned Unit Development – Commercial to PUD-C Planned Unit Development – Commercial on Tract 2A and a portion of an abandoned street, Abstract 963, Absalom J. Lott Survey, being located at 6521 Colleyville Boulevard, Case ZC24-031

Mayor Pro Tem Elder read the caption of Ordinance O-25-2319.

Community Development Director Ben Bryner presented the rezoning request to create a new PUD, which would allow for the development of a new office warehouse business park. The current PUD was approved in 2003 and allows for an auto repair shop, with numerous other sub-uses to include truck rental, landscaping contractor with outside storage, one single-family residential unit, and the outside storage of recreational vehicles, boats, automobiles, and vans. Director Bryner stated if approved, the proposed PUD allows a new configuration and use, per the statement of planning objectives, the applicant is requesting to allow for the development of a commercial business park which provides for flex spaces to be used by small businesses. As part of the development, the developers would re-pave the abandoned Ross Downs Drive and provide for a 24' fire lane.

Director Bryner noted the applicant has provided an enhanced elevation drawing with additional brick in contrasting color to enhance the building aesthetics.

Applicant Girish Narayan was available to answer questions.

Mayor Pro Tem Elder opened and closed the public hearing without any speakers.

Councilmember Holt Gunderson made a motion to approve Ordinance O-25-2319, seconded by Councilmember Raine.

The motion was approved by the following vote:

Ayes: 5 – Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Kimberly Holt Gunderson, and Tim Raine.

Absent: 2 - Mayor Lindamood and Councilmember Ben Graves.

7. CITIZEN COMMENTS

There was none present wishing to speak.

8. REPORTS

Colleyville Center Advisory Minutes - November 18, 2024
Planning and Zoning Commission Minutes - January 13, 2025
Planning and Zoning Commission Minutes - January 27, 2025

There was no discussion of this item.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 18, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5016

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Pro Tem Elder adjourned the meeting without objection by the City Council at 7:48 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 4TH DAY OF MARCH 2025.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 3/4/2025

Number Resolution R-25-5018

Type Resolution

Department City Manager

Title

Approval of a contract with entertainer Craig Morgan, in an amount not to exceed \$75,000, for Stars and Guitars, June 2026, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

The City's new Heroes Park will officially open in 2026, and staff is seeking to secure the entertainment for Stars and Guitars 2026, which will introduce Heroes Park to the community. This item authorizes the City Manager to enter into a contract with country singer-song writer Craig Morgan, a Veteran and supporter of the U.S. Military.

Discussions with Craig Morgan representatives confirmed a contract price of \$75,000. Approval provides for the City Manager to negotiate terms and execute a contract with Craig Morgan, in an amount not to exceed \$75,000, for the June 26, 2026, Stars and Guitars event.

Financial Impact

Stars and Guitars is an annually budgeted event.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 3/4/2025

Number Resolution R-25-5018

Type Resolution

Department Engineering

Title

Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

Staff is seeking approval to enter into an Interlocal Agreement (ILA) with Tarrant County for the rehabilitation of various road segments within the Tara Plantation Subdivision including: Plantation Court, and Plantation Drive, North and South. Segments within the Saddlebrook Subdivision: Chimney Rock Court, Hidden Valley Court, Hunters Glen Court, Inwood Lane, Mockingbird Lane, Rodeo Drive, Summertree Court, Wilcrest Court, and Woodvale Court.

The City of Colleyville partners with Tarrant County annually to perform street maintenance work. During Fiscal Year 2024, Tarrant County crews resurfaced three miles of neighborhood streets for the citizens of Colleyville.

The fiscal year 2025 – 2029 Capital Improvement Program (CIP) includes the Street Maintenance program for the resurfacing of roadways.

With the approval of this Interlocal Agreement, Tarrant County will provide the labor and equipment necessary to rehabilitate the roadways. The City will be responsible for the costs associated with: removal of excess materials, new materials, construction materials testing, traffic control, flaggers, and disposal fees at an off-site landfill facility for waste materials generated during the project. This work will result in the roads being resurfaced in their current configuration.

If approved by City Council, the Agreement will be forwarded to Tarrant County for approval at a future Commissioners Court meeting.

Financial Impact

The funding source for this project is the Capital Project Fund.

Recommendation

Approve

Attachments

1. Interlocal Agreement
2. County Quotes

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas (“COUNTY”), and the City of Colleyville (“CITY”).

WHEREAS the CITY is requesting the COUNTY’s assistance to:

- Resurface **Chimney Rock Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Cul-de-Sac (Approximately 90 linear feet).
- Resurface **Hidden Valley Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Cul-de-Sac (Approximately 240 linear feet).
- Resurface **Hunters Glen Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Court to Cul-de-Sac (Approximately 88 linear feet).
- Resurface **Mockingbird Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Cheek Sparger (Approximately 1,386 linear feet).
- Resurface **Woodvale Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Inwood Lane to Inwood Lane (Approximately 130 linear feet).
- Resurface **Plantation Drive South** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Bedford Road to Plantation Drive North (Approximately 3,395 linear feet).
- Resurface **Plantation Drive North** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Plantation Drive South (Approximately 1,812 linear feet).

- Resurface **Summertree Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Southwood West Drive to Cul-de-Sac (Approximately 140 linear feet).
- Resurface **Wilcrest Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Cul-de-Sac (Approximately 160 linear feet).
- Resurface **Rodeo Drive** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Mockingbird Lane to Inwood Lane (Approximately 925 linear feet).
- Resurface **Inwood Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Mockingbird Lane (Approximately 1,780 linear feet).

Collectively, hereinafter referred to as the **“Project”**.

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public.
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Resurface **Chimney Rock Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Cul-de-Sac (Approximately 90 linear feet).
- Resurface **Hidden Valley Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Cul-de-Sac (Approximately 240 linear feet).
- Resurface **Hunters Glen Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Court to Cul-de-Sac (Approximately 88 linear feet).
- Resurface **Mockingbird Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook to Cheek Sparger (Approximately 1,386 linear feet).
- Resurface **Woodvale Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Inwood Lane to Inwood Lane (Approximately 130 linear feet).
- Resurface **Plantation Drive South** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Bedford Road to Plantation Drive North (Approximately 3,395 linear feet).
- Resurface **Plantation Drive North** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Plantation Drive South (Approximately 1,812 linear feet).
- Resurface **Summertree Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Southwood West Drive to Cul-de-Sac (Approximately 140 linear feet).
- Resurface **Wilcrest Court** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Cul-de-Sac (Approximately 160 linear feet).

- Resurface **Rodeo Drive** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Mockingbird Lane to Inwood Lane (Approximately 925 linear feet).
- Resurface **Inwood Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Saddlebrook Drive to Mockingbird Lane (Approximately 1,780 linear feet).

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP).

The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign

immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either September 30, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY and CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. COUNTY and CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes.

Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

TARRANT COUNTY, TEXAS

CITY OF COLLEYVILLE

Tim O'Hare
County Judge

Jerry Ducay
City Manager

Date: _____

Date: _____

Matt Krause
Commissioner, Precinct 3

Amber Beard
Director of Public Works

Date: _____

Date: _____

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Chimney Rock Court
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Saddle Brook Drive to Cul-de-sac

Existing Conditions: Road has sporadic cracking with one small sub grade failure. C&G is in good shape. High to moderate crown

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 90 lf
 Stabilization Width (ft) : 26 ft
 Binder Width (ft): 26 ft
 Surface Width (ft): 26 ft
 Additional Areas (sy): 503 sy Cul-de-Sac

Stab Area : 763 sy
 Binder Area: sy
 Surface Area: 763 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	763	0.10 gal/sy	\$ 2.76	\$/gal	76	gal		gal	\$ 210.59	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	763	0.110 tn/sy	\$ 77.83	\$/tn	84	tn		tn	\$ 6,532.27	\$ -		
						Subtotal			\$ 6,742.86	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,537.90	\$ -		
		Materials + Misc Cost							\$ 9,480.76			
		10% Contingency							\$ 948.08			
		Total:							\$10,428.84	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 2 days

Comments:
 Asphalt Pricing Quoted By Reynolds Asphalt from FY-25
 City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 763 SY @ 3.3 \$/sy + \$ 20 Mob = \$2,537.90

Hiddden Valley Court
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Saddle Brook Drive to Cul-de-sac

Existing Conditions: Road has sporadic cracking with several alligatored areas showing signs of base failure

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty "D" surface, clean job site.

Project Size: Roadway Length (lf): 240 lf
Stabilization Width (ft) : 26 ft
Binder Width (ft): 26 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 503 sy Cul-de-Sac

Stab Area : 1,196 sy
Binder Area: sy
Surface Area: 1,196 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,196	0.10 gal/sy	\$ 2.76	\$/gal	120	gal		gal	\$ 330.19	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,196	0.110 tn/sy	\$ 78.08	\$/tn	132	tn		tn	\$ 10,275.07	\$ -		
						Subtotal			\$ 10,605.26	\$ -		
Misc Cost												
Fuel Cost Estimate		50%			\$ 400				\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,967.90	\$ -		
		Materials + Misc Cost							\$ 14,773.16			
		10% Contingency							\$ 1,477.32			
		Total:							\$16,250.47	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 2 days

Comments:
Asphalt Pricing Quoted By Reynolds Asphalt from FY-25
 City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,196 SY @ 3.3 \$/sy + \$ 20 Mob = \$3,967.90

Hunters Glen Court
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Saddle Brook Drive to Cul-de-sac

Existing Conditions: Road has oxidized and deteriorating asphalt. Several alligatored areas showing signs of base failure. C&G in good shape

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty "D" surface, clean job site.

Project Size: Roadway Length (lf): 88 lf
Stabilization Width (ft) : 75 ft
Binder Width (ft): 75 ft
Surface Width (ft): 75 ft
Additional Areas (sy): sy Cul-de-Sac

Stab Area : 733 sy
Binder Area: sy
Surface Area: 733 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	733	0.10 gal/sy	\$ 2.76	\$/gal	73	gal		gal	\$ 202.40	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	733	0.110 tn/sy	\$ 73.83	\$/tn	81	tn		tn	\$ 5,955.62	\$ -		
						Subtotal			\$ 6,158.02	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$ 2,440.00	\$ -		
		Materials + Misc Cost							\$ 8,798.02			
		10% Contingency							\$ 879.80			
		Total:							\$ 9,677.82	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 2 days

Comments:
Asphalt Pricing Quoted By Reynolds Asphalt from FY-25
 City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 733 SY @ 3.3 \$/sy + \$ 20 Mob = \$2,440.00

Inwood Lane
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Saddlebrook Drive to Mockingbird Lane

Existing Conditions: Road has oxidized asphalt with lots of longitudinal and transverse cracking. Some alligator cracking showing signs of base failure. C&G in good shape. Moderate crown

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	1,780 lf									
	Stabilization Width (ft) :	27 ft						Stab Area :	6,396 sy		
	Binder Width (ft):	27 ft						Binder Area:	sy		
	Surface Width (ft):	27 ft						Surface Area:	6,396 sy		
	Additional Areas (sy):	1056 sy									

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	6,396	0.10 gal/sy	\$ 2.76	\$/gal	640 gal		gal		\$ 1,765.30	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0 tn		tn		\$ -	\$ -		
HMAC "D" (2")	6,396	0.110 tn/sy	\$ 77.83	\$/tn	704 tn		tn		\$ 54,758.07	\$ -		
						Subtotal			\$ 56,523.37	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 700			\$ 350.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$21,126.80	\$ -		
		Materials + Misc Cost							\$ 78,000.17			
		10% Contingency							\$ 7,800.02			
		Total:							\$85,800.19	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 3 days

Comments:

City will pay for all traffic control cost associated with this project.

City will adjust all utilities and manholes/valves for this project.

City will provide a nearby disposal area for spoils .

City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 6,396 SY @ 3.3 \$/sy + \$ 20 Mob = \$21,126.80

Mocking Bird Lane
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Saddlebrook to Cheek Sparger

Existing Conditions: Road has oxidized asphalt with lots of longitudinal and transverse cracking. Some alligator cracking showing signs of base failure. C&G in good shape. Moderate crown

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 1,727 lf
 Stabilization Width (ft) : 26 ft
 Binder Width (ft): 26 ft
 Surface Width (ft): 26 ft
 Additional Areas (sy): 840 sy

Stab Area : 5,829 sy
 Binder Area: sy
 Surface Area: 5,829 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	5,829	0.10 gal/sy	\$ 2.76	\$/gal	583	gal		gal	\$ 1,608.83	\$ -	-	
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -	-	
HMAC "D" (2")	5,829	0.110 tn/sy	\$ 77.83	\$/tn	641	tn		tn	\$ 49,904.77	\$ -	-	
						Subtotal			\$ 51,513.60	\$ -	-	
Misc Cost												
Fuel Cost Estimate		50%				\$ 700			\$ 350.00	\$ -	-	
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$ 19,256.07	\$ -	-	
		Materials + Misc Cost							\$ 71,119.67			
		10% Contingency							\$ 7,111.97			
		Total:							\$ 78,231.64	\$ -	-	

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 3 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from FY-25

City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 5,829 SY @ 3.3 \$/sy + \$ 20 Mob = \$19,256.07

Plantation Drive North
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Bedford Road to Plantation Drive

Existing Conditions: Road has surface cracking with existing crack seal and patching. Overall ride is good. C&G in good shape

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 1,812 lf
 Stabilization Width (ft) : 26 ft
 Binder Width (ft): 26 ft
 Surface Width (ft): 26 ft
 Additional Areas (sy): sy

Stab Area : 5,235 sy
 Binder Area: sy
 Surface Area: 5,235 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	5,235	0.10 gal/sy	\$ 2.76	\$/gal	523	gal		gal	\$ 1,444.77	\$ -	-	
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -	-	
HMAC "D" (2")	5,235	0.110 tn/sy	\$ 77.83	\$/tn	576	tn		tn	\$ 44,815.55	\$ -	-	
						Subtotal			\$ 46,260.32	\$ -	-	
Misc Cost												
Fuel Cost Estimate		50%				\$ 700			\$ 350.00	\$ -	-	
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$17,294.40	\$ -	-	
		Materials + Misc Cost							\$ 63,904.72			
		10% Contingency							\$ 6,390.47			
		Total:							\$70,295.19	\$ -	-	

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 3 days

Comments:
 Asphalt Pricing Quoted By Reynolds Asphalt from FY-25
 City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 5,235 SY @ 3.3 \$/sy + \$ 20 Mob = \$17,294.40

Plantation Drive South
(City of Colleyville) **INCLUDING PLANTATION COURT**

9/11/2024
J. Stubblefield

Limits: From Bedford Road to Plantation Drive

Existing Conditions: Road has surface cracking with existing crack seal and patching. Overall ride is good. C&G in good shape

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 3,395 lf
Stabilization Width (ft) : 26 ft
Binder Width (ft): 26 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 719 sy

Stab Area : 10,527 sy
Binder Area: sy
Surface Area: 10,527 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	10,527	0.10 gal/sy	\$ 2.76	\$/gal	1053	gal		gal	\$ 2,905.39	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	10,527	0.110 tn/sy	\$ 77.83	\$/tn	1158	tn		tn	\$ 90,122.90	\$ -		
						Subtotal			\$ 93,028.29	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 1,000			\$ 500.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$34,758.37	\$ -		
		Materials + Misc Cost							\$ 128,286.66			
		10% Contingency							\$ 12,828.67			
		Total:							\$141,115.33	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 4 days

Comments:
Asphalt Pricing Quoted By Reynolds Asphalt from FY-25
 City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 10,527 SY @ 3.3 \$/sy + \$ 20 Mob = \$34,758.37

Rodeo Drive
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Mockingbird Lane to Inwood Lane

Existing Conditions: Road has lots of sporadic cracking, several areas that are alligatored and showing signs of base failure. Some existing crack seal and patching. Asphalt is oxidized and deteriorating. C&G in good shape

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 925 lf
Stabilization Width (ft) : 26 ft
Binder Width (ft): 26 ft
Surface Width (ft): 26 ft
Additional Areas (sy): sy

Stab Area : 2,672 sy
Binder Area: sy
Surface Area: 2,672 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	2,672	0.10 gal/sy	\$ 2.76	\$/gal	267	gal		gal	\$ 737.53	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	2,672	0.110 tn/sy	\$ 77.83	\$/tn	294	tn		tn	\$ 22,877.70	\$ -		
						Subtotal			\$ 23,615.23	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$8,838.33	\$ -		
			Materials + Misc Cost						\$ 32,653.56			
			10% Contingency						\$ 3,265.36			
			Total:						\$35,918.92	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 2 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt from FY-25

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 2,672 SY @ 3.3 \$/sy + \$ 20 Mob = \$8,838.33

Summertree Court
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Southwood West to Cul-de-Sac

Existing Conditions: Road has Oxidized and deteriorating asphalt with sporadic cracking. Several alligatored areas showing signs of possible sub grade failures. C&G in good Shape

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 140 lf
 Stabilization Width (ft) : 26 ft
 Binder Width (ft): 26 ft
 Surface Width (ft): 26 ft
 Additional Areas (sy): 503 sy

Stab Area : 907 sy
 Binder Area: sy
 Surface Area: 907 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	907	0.10 gal/sy	\$ 2.76	\$/gal	91	gal		gal	\$ 250.45	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	907	0.110 tn/sy	\$ 77.83	\$/tn	100	tn		tn	\$ 7,768.90	\$ -		
						Subtotal			\$ 8,019.36	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,014.57	\$ -		
		Materials + Misc Cost							\$ 11,233.93			
		10% Contingency							\$ 1,123.39			
		Total:							\$12,357.32	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 2 days

Comments:
 Asphalt Pricing Quoted By Reynolds Asphalt from FY-25
 City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 907 SY @ 3.3 \$/sy + \$ 20 Mob = \$3,014.57

Wilcreast Court
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: From Saddlebrook Drive to Cul-de-Sac

Existing Conditions: Road has oxidized and deteriorating asphalt with sporadic cracking and some alligatored areas showing signs of base failure. C&G in good shape

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	160 lf									
	Stabilization Width (ft) :	26 ft						Stab Area :	965 sy		
	Binder Width (ft):	26 ft						Binder Area:	sy		
	Surface Width (ft):	26 ft						Surface Area:	965 sy		
	Additional Areas (sy):	503 sy									

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	965	0.10 gal/sy	\$ 2.76	\$/gal	97	gal		gal	\$ 266.40	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	965	0.110 tn/sy	\$ 77.83	\$/tn	106	tn		tn	\$ 8,263.56	\$ -		
						Subtotal			\$ 8,529.96	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,205.23	\$ -		
		Materials + Misc Cost							\$ 11,935.19			
		10% Contingency							\$ 1,193.52			
		Total:							\$13,128.71	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 2 days

Comments:

City will pay for all traffic control cost associated with this project.

City will adjust all utilities and manholes/valves for this project.

City will provide a nearby disposal area for spoils .

City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 965 SY @ 3.3 \$/sy + \$ 20 Mob = \$3,205.23

Woodvale Court
(City of Colleyville)

9/11/2024
J. Stubblefield

Limits: Inwood Lane to Inwood Lane

Existing Conditions: Road has oxidized asphalt with lots of sporadic cracking. C&G in good shape with High Crown

Scope of Work: The City will remove 2" of existing roadway then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 130 lf
 Stabilization Width (ft) : 77 ft
 Binder Width (ft): 77 ft
 Surface Width (ft): 77 ft
 Additional Areas (sy): sy

Stab Area : 1,112 sy
 Binder Area: sy
 Surface Area: 1,112 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,112	0.10 gal/sy	\$ 2.76	\$/gal	111	gal		gal	\$ 306.97	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,112	0.110 tn/sy	\$ 77.83	\$/tn	122	tn		tn	\$ 9,522.07	\$ -		
						Subtotal			\$ 9,829.04	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00	\$ -		
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,690.33	\$ -		
		Materials + Misc Cost							\$ 13,719.37			
		10% Contingency							\$ 1,371.94			
		Total:							\$15,091.31	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate: 2 days

Comments:
 Asphalt Pricing Quoted By Reynolds Asphalt from FY-25
 City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,112 SY @ 3.3 \$/sy + \$ 20 Mob = \$3,690.33



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 3/4/2025

Number Resolution R-25-5018

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$199,650.00, for the design of the Hall-Johnson and McPherson Elevated Storage Tank Rehabilitation Project, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The scope of services included are for professional engineering services to develop construction plans and specifications to repair and rehabilitate the 1.5 million-gallon (MG) Hall-Johnson Elevated Storage Tank located at 1601 Hall-Johnson Road. The scope also includes an exterior repaint of the 1.0 MG McPherson Elevated Storage Tank located at 3120 McDonwell School Road. Engineering services will include field investigation activities, recommendations for repair and rehabilitation, and design approach, evaluation of tank mixing methodologies for each site, construction plans and specifications, and construction administration.

Financial Impact

The funding source for the project is the Capital Utility Fund.

Recommendation

Approve

Attachments

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Colleyville Hall-Johnson and McPherson Elevated Storage Tank Rehabilitations

This Professional Services Agreement ("Agreement") is made by and between the **City of Colleyville, Texas** ("City"), and **Garver, LLC** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City the services for the purpose of repairing and repainting the Hall-Johnson Elevated Storage Tank and repainting the exterior of the McPherson Elevated Storage Tank ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

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 Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional's Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses ("Standard of Care"). Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project

Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services which do not meet the Standard of Care. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(c) Additional Services. Should City require additional services not included under this Agreement, Professional and City shall execute a mutually agreeable amendment outlining the fee and schedule for such additional services.

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

(e) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional 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.

(f) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional'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 Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional'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. "Professional'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 Professional's Records only during regular business hours and after providing reasonable advanced written notice. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities and the current or former employees of Professional, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Except to the extent permitted by law, the City shall not be entitled to audit Professional's proprietary financial records associated with the make-up of negotiated lump sum services, unit prices or fixed fees or rates agreed upon.

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

(h) Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Professional to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous materials. Notwithstanding the foregoing, Professional will use commercially reasonable efforts to report the presence and location of any known hazardous materials it notices in the course of performing the services.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with Texas Local Government Code § 271.904(d). Professional shall further comply with all timelines provided in **Exhibit “A”**, as well as City’s written notice(s) to proceed in connection with the services to be performed under this Agreement. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time and an equitable adjustment in fee in conformance with this Section 4 for the performance of same as hereinafter provided.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within two (2) business days after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement (“Project Documents”) are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City’s request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents, or consultants. The Project Documents are prepared and furnished by Professional pursuant to this Agreement and are not intended or represented to be suitable for use or reuse by City or others on any project, including any future project, other than the Project. Any use or reuse on any project or any future project other than the Project without prior written verification or adaption by Professional for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to Professional. City, to the extent permitted under applicable law, shall defend, indemnify and hold harmless Professional and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys’ fees, arising out of such use.

(b) Professional’s Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (“Professional’s Documents”), shall remain the sole and exclusive property of Professional or its suppliers. Notwithstanding, Professional agrees that

City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City in any materials provided to Professional. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Professional information that it has expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Professional's performance of the services under this Agreement. This obligation of confidentiality shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the services. Professional shall further, at its own expense, defend all third-party suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights unless such claim is based on information and/or technology provided or specified by City.

Section 6. Payment

(a) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit "B"**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any disputed payment to Professional when, Professional has not made satisfactory progress on the Project as described in the Scope of Services, violating Texas Local Government Code § 271.904(d).

(b) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit "B"**; provided, that the total compensation under this Agreement shall not exceed ONE-HUNDRED NINETY-NINE THOUSAND SIX-HUNDRED FIFTY DOLLARS (\$199,650.00). In the event of any material breach by Professional of any provision or obligation of this Agreement, or in the

event of the assertion by other parties of any credible claim or lien

against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(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 fifteen (15) 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 Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not commenced to be corrected within ten (10) days and fully corrected within thirty (30) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services satisfactorily completed in accordance with the Standard of Care prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services properly performed by Professional in accordance with the Standard of Care prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, or a period of one-hundred and eighty (180) days (whichever occurs first), Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

(a) Professional shall during the term hereof maintain in full force and effect the following insurance (unless otherwise agreed in writing by the parties):

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, or actions relating to the Professional's performance of services pursuant to this Agreement with a combined single limit of \$1,000,000.00 per occurrence; \$2,000,000 per aggregate for injury to persons (including death), and for property damage;
- (ii) an automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of \$1,000,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

(b) All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) name the City, its officers, and employees as additional insureds as to all applicable coverage to the extent of the indemnities agreed between the parties in this Agreement (not including the Workers Compensation Insurance and Professional Liability);
 - (ii) provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits/material change; and
 - (iii) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-(minus)" by AM Best or other equivalent rating service.
- (d) A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 10. Indemnification; Notice.

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 PROFESSIONAL PURSUANT TO THIS AGREEMENT WHICH IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE CITY. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY THIRD-PARTY TANGIBLE PROPERTY OR BODILY INJURY TO, OR DEATH OF, ANY PERSON ARISING FROM PROFESSIONAL'S NEGLIGENT PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. PROFESSIONAL SHALL NOT BE LIABLE AT ANY TIME FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL THIRD-PARTY TORT LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF THIRD-PARTY TANGIBLE PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's obligation under Section 10 this Agreement and shall see to the investigation and defense of such claims in conformance with this Section 10; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

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. 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. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional'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 13. Limitations of Liability.

13.1 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

13.2 Limitation to Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, PROFESSIONAL'S (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO 100% OF THE COLLECTIBLE PROCEEDS OF THE INSURANCE LIMITS PROVIDED IN SECTION 9 OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE ATTRIBUTED TO PROFESSIONAL (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Section 14. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement as of the Effective Date. (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. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City:

For Professional:

CITY OF COLLEYVILLE, TEXAS

GARVER, LLC

By: _____

Jerry Ducay
City Manager

By: _____

Lance Klement, PE
North Texas Water Team Leader

Date: _____

Date: _____

Notice Address:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main St

Notice Address:

Garver, LLC
Attn: Lance Klement, PE
3010 Gaylord Parkway
Suite 190
Frisco, Texas 75034
E: lpklement@garverusa.com

EXHIBIT A

SCOPE OF SERVICES

Hall-Johnson Elevated Storage Tank Repair & Repainting McPherson Elevated Storage Tank Exterior Repainting

General:

The scope of services included are for professional engineering services to develop construction plans and specifications to repair and rehabilitate the 1.5 million-gallon (MG) Hall-Johnson Elevated Storage Tank. The project is located at 1601 Hall-Johnson, Colleyville, Texas 76034. The scope also includes an exterior repaint of the 1.0 MG McPherson Elevated Storage Tank located at 3120 (312C) McDonwell School Road, Colleyville, Texas 76034. Engineering services will include field investigation activities, recommendations for repair and rehabilitation and design approach, construction plans and specifications, construction administration, and construction inspection services.

Project Assumptions:

- Competitively Sealed Proposal (CSP) Procurement Method to be used.
- Hall-Johnson EST Tank rehabilitation will include:
 - The existing coating system on the interior and exterior should be removed. The interior should be prepped to a bare metal finish SSPC SP-10, The exterior coating system is to be blasted to a commercial clean SSPC SP-6 for the proposed coating system.
 - Tank floor interior, provide a pressure injection grout system to fill cavity between tank floor and concrete dome roof.
 - Replace balcony ladder extension on dry riser interior.
 - Contain, treat, and dispose of all hazardous waste, if necessary. Render hazardous waste non-hazardous prior to disposal.
 - Remove unused and inoperable equipment conduits and cables not in use during rehabilitation.
 - Remove and/or replace all exterior telemetry, police and fire repeaters.
 - Rigid rail safety climb devices should be replaced on interior wet ladder.
 - Evaluate existing fall arrest systems. Remove and replace existing fall arrest systems for rehabilitation as necessary.
 - Weld / Pit repairs on wet area of tank interior.
 - Replace vent hoods with new Stainless-Steel hood and stainless steel insect screen.
 - Install sealant to exposed areas above the water line on the tank interior wet area.
 - Clean and disinfect tank and perform bacteriological testing prior to placing tank back in service.
 - Remove interior painters rail
 - New exterior logo
- McPherson EST Tank rehabilitation will include:
 - The existing coating system on the exterior should be removed. The exterior coating system is to be blasted to a commercial clean SSPC SP-6 for the proposed coating system.
 - Evaluated existing vents and remove/replace if necessary.
 - New exterior logo

BASIC SERVICES

1. Task 1 – Project Administration and Coordination

- 1.1. Consultant will conduct, prepare an agenda, and prepare meeting notes for project kick-off meeting. Kick-off meeting will be virtual.
- 1.2. Consultant will establish and maintain project schedule, develop monthly progress reports, and prepare invoices for the duration of the project's design, bidding and construction award phase up to twelve (12) months.

2. Task 2 – Data Collection and Condition Assessment

- 2.1. Data Collection. Consultant will collect, compile, and evaluate existing data provided by the City, if available:
 - Tank inspection reports
 - Tank manufacturer's construction drawings
 - Record drawings
- 2.2. Condition Assessment. Consultant will perform necessary field investigations on the Hall-Johnson EST in order to develop an accurate understanding of the condition and service of existing facilities. The field investigations will be summarized along with design recommendations. This includes an interior condition assessment, measurement of interior/exterior coating thickness, review of leak locations and potential leak locations, review of welded patches, review of access within the tank and pedestal, and review of tank appurtenances.

3. Task 3 – Tank Mixing Evaluation

Consultant will evaluate up to two (2) mechanical mixers (Pax and Big Wave) and one (1) static mixing system and prepare a technical memorandum (TM) which summarizes the analysis and provides a recommendation for the Hall-Johnson EST as well as the McPherson EST. Submit TM to the City staff for review and comment. Incorporated chosen system into design documents.

4. Task 4 – Preliminary Design (60 PERCENT).

- 4.1. Consultant will develop the preliminary design of the repairs and improvements in one bid package. The following is an estimated sheet list:

Hall-Johnson EST:

1. Cover sheet (assume 1 sheet)
2. Location/Key map (assume 1 sheet)
3. General notes, legend, abbreviations (assume 1 sheet)
4. Site plan (assume 1 sheet)
5. Tank elevation and details (assume 1 sheet)
6. Tank repair details (assume 2 sheets)
7. Tank appurtenances (assume 2 sheets)
8. Tank mixing system and details (assume 1 sheet)
9. Civil detail sheet (assume 1 sheet)
10. Electrical site plan and details (assume 1 sheet)

- 11. Electrical details (assume 3 sheets)
Estimated total number of sheets: 15

Additional McPherson EST sheets:

- 12. Site plan (assume 1 sheet)
 - 13. Tank mixing system and details (assume 1 sheet)
 - 14. Tank elevation and details (assume 1 sheet)
- Estimated total number of sheets: 3

- 4.2. Prepare a specification index and preliminary technical specifications. No front-end specifications are included in this submittal.
- 4.3. Prepare an estimate of construction quantities and develop an AACE Class 3 OPCC.
- 4.4. Conduct a virtual Workshop with the City pertaining to the City comments and design considerations of the deliverable.

Assumptions:

- a. Base drawing shall be based on record drawings and pictures.

Deliverables:

- a. Half size (11"x17") in PDF format of the Preliminary Design (60%) plans
- b. Digital copy in PDF format of the Preliminary Design (60%) technical specifications
- c. AACE Class 3 OPCC

5. Task 5 –Final Construction Documents (90 PERCENT)

- 5.1. Following approval of the 60% design plans, Consultant will prepare 90% design plans for all sheets.
- 5.2. Following approval of the 60% specifications, Consultant will prepare 90% specifications. These specifications will include all technical specification.
- 5.3. Prepare the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms. Front-end documents will be based on EJCDC.
- 5.4. Prepare an estimate of construction quantities and develop an AACE Class 2 opinion of probable construction cost (OPCC).
- 5.5. Conduct a virtual Workshop with the City pertaining to the City comments and design considerations of the deliverable.

Assumptions:

- a. Consultant will summarize City comments and provide response to comments
- b. Deviations from 60% design will be considered an additional service

Deliverables:

- a. Half size (11"x17") in PDF format of the Final Design (90%) plans
- b. Digital copy in PDF format of the Final Design (90%) technical specifications
- c. AACE Class 2 OPCC (15% contingency)

6. Task 6 – Bid Ready Documents

- 6.1. Following approval of the 90% design plans, Consultant will incorporate comments received on the 90% submittal and prepare Bid-Ready design plans for all sheets.
- 6.2. Following approval of the 90% specifications, Consultant will incorporate comments and prepare Bid-Ready specifications. These specifications will include all technical specification and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.
- 6.3. Update the estimate of construction quantities and develop an AACE Class 2 opinion of probable construction cost (OPCC).
- 6.4. Submit contract documents to the TCEQ for approval (digital copy in PDF format of plans, technical specifications, and contract documents).
- 6.5. Incorporate TCEQ comments, if any, and issue contract documents for bidding. Bid ready documents shall be electronic PDF format and shall be searchable.

7. Task 7 – Bid Advertisement

It is anticipated the project will have one advertisement/bidding phase. During the bidding phase of the project, Consultant will:

- 7.1. Support the contract documents by responding to questions via CivCast and preparing addenda as appropriate.
- 7.2. Participate in a one-hour pre-proposal meeting.
- 7.3. Prepare bid tabulation and review proposals.
- 7.4. Participate in competitive proposal evaluation meeting where proposals are scored and ranked.
- 7.5. Recommend award.
- 7.6. Prepare contracts for execution.
- 7.7. Conform documents by attaching addenda into the "Issued for Construction" documents.

8. Task 8 – Construction Phase Administration and Engineering Services

During the construction phase of work, Consultant will accomplish the following:

- 8.1. Attend preconstruction meeting in-person, print and distribute hard copies of plans, technical specifications, and executed contract documents (two sets to City, two sets to Contractor, one set to resident project representative, one set to Consultant).
- 8.2. Evaluate and respond to up to twenty (20) construction material submittals and shop drawings. Additional submittal and shop drawing reviews will be considered Extra Work. Corrections or comments made by Consultant on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Consultant's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Consultant shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 8.3. Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to up to three (3) RFIs) regarding the construction contract documents.
- 8.4. Prepare and furnish record drawings based on Contractor's red-lines.
- 8.5. When authorized by the City, prepare up to two (2) change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the City will pay Consultant an additional fee to be agreed upon by the City and Consultant..
- 8.6. Participate in final in-person project inspection, prepare punch list, review final project closing documents, and submit final pay request.

The proposed fee for Construction Phase Services is based on a 150-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the City wants Consultant to continue the applicable Construction Phase Services, the City will pay Consultant an additional fee agreed to by the City and Consultant.

In performing construction observation services, Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor(s); but Consultant cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Consultant observes that the Contractor's work does not comply with the construction contract documents, Consultant will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Consultant will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Consultant will notify the City immediately, so that appropriate action under the City's contract with the Contractor can be taken.

Deliverables:

- a. Full size (22"x34") in PDF format of the "Issued for Construction" plans.
- b. Digital copy in PDF format of the "Issued for Construction" contract documents and technical specifications.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

1. Services that may result from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, City's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
2. Services which are to be furnished by the City and services not otherwise provided for in this Agreement will be agreed upon between City and Consultant prior to such additional services being provided.
3. Security improvements.
4. Public meetings or renderings.
5. Cathodic protection system.
6. Condition assessment of buried piping.
7. Design of cathodic protection system.
8. Welding construction inspection.
9. Leak detection of buried piping.
10. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP.
11. Perform SUE services.
12. Construction materials testing.
13. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
14. Coordination with FEMA and Preparation/submittal of a CLOMR and/or LOMR.
15. Services after construction, such as warranty follow-up, operations support.
16. Funding and/or Financial Assistance.

Extra Work will be as directed by the City in writing for an addition fee as agreed upon by the City and Consultant.

Exhibit B

City of Colleyville

Hall-Johnson and McPherson EST Rehabilitations

FEE SUMMARY

Basic Services Section	Estimated Fees
Project Administration and Coordination	\$ 13,849.00
Data Collection and Condition	\$ 17,210.00
Tank Mixing Evaluation	\$ 14,383.00
Preliminary Design - 60%	\$ 45,152.00
Final Design - 90%	\$ 28,004.00
Bid Ready Documents	\$ 26,770.00
Bid Advertisement	\$ 21,746.00
Construction Phase Administration and Engineering Services	\$ 32,536.00
Subtotal for Basic Services Section	\$ 199,650.00
Total All Services	\$ 199,650.00



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 3/4/2025

Number Resolution R-25-5018

Type Resolution

Department Public Works

Title

Approval of an Interlocal Agreement with Tarrant County for funding of the Cheek-Sparger Road Project, as identified in the agreement, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

This item is for the authorization of a Interlocal Funding Agreement (ILA) with Tarrant County for the Cheek-Sparger Road Reconstruction project. The ILA provides funds through the 2021 Tarrant County Transportation Bond Program (TBP) in an amount not to exceed \$13,000,000 for this project.

In March 2021, the City presented the Cheek-Sparger (Heritage Avenue to Bedford Road) rehabilitation project to be included in the County's bond package which was presented to voters in November. The City was notified in August 2022, with voter approval, the Commissioners Court approved the issuance of \$225 million in bond funds.

The scope of the project consists of widening and reconstructing the existing two-lane undivided asphalt roadway to a two-lane concrete curb and gutter roadway with 12-foot lanes, medians and pocketed turn lanes at key intersections. Improvements will also include sidewalks/trails, stormwater, drainage, water, and wastewater infrastructure upgrades.

The attached ILA stipulates the City can seek reimbursement of construction costs associated with the project in an amount not to exceed \$13,000,000.

Financial Impact

The City is seeking additional funding sources for the remaining costs of the project.

Recommendation

Approve

Attachments

1. Local Transportation Project Advance Funding Agreement

STATE OF TEXAS § Interlocal Agreement for
 § Cheek-Sparger Road Widening
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the “COUNTY”, and the City of Colleyville, hereinafter referred to as the “CITY”, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;
2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;
5. The division of costs provided in this ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the “Project”, will consist of the construction (or reconstruction) of Cheek-Sparger Road from Heritage Avenue to Bedford Road. The proposed project consists of widening and reconstructing an existing two-lane undivided asphalt roadway to a two lane concrete curb and gutter roadway with 12' lanes, medians and pocketed turn lanes at key intersections. Improvements will also include sidewalks/trails, stormwater, drainage, water and wastewater infrastructure upgrades.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total project costs including construction, right of way acquisition, utility relocation, engineering, planning, surveying, and governmental approval costs (collectively referred to as “Costs”);
- B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- C. Construction agreement administration, site review, permitting, and inspection;
- D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG’s Transportation Improvement Program (TIP);
- F. A detailed project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY with every reimbursement request;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

“This project is funded by the City of Colleyville and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program”

III. TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2030, or upon completion of the project, whichever is later, unless terminated as described in Section XII in this ILA or extended in writing and approved by both parties.

IV. FISCAL FUNDING ACKNOWLEDGEMENT

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed \$13,000,000.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

County Payment by Phase*

Design:	\$0.00
ROW Acquisition:	\$0.00
Construction:	<u>\$13,000,000.00</u>
TOTAL:	\$13,000,000.00

TBP Funding Category: 2021 Call for Projects

** Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:
County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:
City Manager
City of Colleyville
100 Main Street
Colleyville, TX 76034

XIII.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

XIV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY and any contractors the CITY engages to perform these services must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

XV.
EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

APPROVED on this day the _____ day of _____, 2025, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF COLLEYVILLE

Tim O'Hare, County Judge

Jerry Ducay, City Manager

APPROVED AS TO FORM:

Criminal District Attorney's Office*

City Attorney

City Secretary (If applicable)

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

\$ _____ *as follows:*

Fiscal year ending September 30, 2025: \$1,000,000.00 2021 TBP Call for Projects – Pct 3

Auditor's Office



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 3/4/2025

Number Ordinance O-25-2320

Type Ordinance

Department Community Development

Title

Consideration of a change to the Land Development Code, Chapter 3, Section 3.27, Accessory Building Regulations and Residential Carport Regulations

Explanation

First Reading and Public Hearing

The City Council has directed staff to prepare an amendment to the Land Development Code Chapter 3, Section 3.27, Accessory Building Regulations and Residential Carport Regulations. The amendment will remove the requirement of a Special Use Permit (SUP) for carports which meet all the section requirements and are located completely to the rear of the house or not visible from the street. Carports proposed on corner lots will still require an SUP approval.

Staff Recommendation: Staff recommends approval of the proposed amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the amendments at their February 10, 2025 meeting by a vote of 6-0.

Recommendation

Approve

Attachments

1. Draft Ordinance Language
2. Ordinance O-25-2320

Section 3.27 Accessory Buildings and Residential Carport Regulations

The following regulations shall govern the location, size and use of accessory buildings:

A. Accessory Buildings Located in Residential Zoning Districts (O-00-1223 / 07/18/00)

1. *Permit Required:*

- a. A building permit shall be required for any accessory building which exceeds one hundred and twenty (120) square feet. However, all accessory buildings containing 120 square feet or less shall comply with the height and setback requirements of this Section. An accessory building shall only be allowed as an incidental structure to a principle building unless the accessory building is located in the Agricultural District.
- b. For the purpose of this Section, the term accessory building shall include detached residential garages, pool houses, accessory dwellings, gazebos, cabanas, or other shade structures. **Exception:** structures for specific use as playground assemblies and/or playhouses shall be exempt provided that minimum five (5) feet setbacks from property lines are maintained.

2. *Maximum Size and Number of Buildings:*

- a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed four percent (4%) of the aggregate area of the lot. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings.
- b. Accessory dwellings allowed by the Land Development Code shall be limited in size to be no more than the most restrictive of the following:
 1. Fifty percent (50%) of the primary structure;
 2. The maximum allowed square footage for accessory buildings on the lot; or
 3. No more than twelve hundred (1,200) square feet
- c. For the purpose of this Section, the size of an accessory building shall be the square footage of each floor, mezzanine, covered porch, or shade structure.
- d. An application to exceed the total square footage authorized above may be approved as a Special Use Permit (SUP).
- e. An existing accessory building may be remodeled or expanded provided the combined square footage of all accessory buildings does not exceed the maximum square footage allowed. However, a legally-existing accessory building which exceeds the maximum square footage allowed may be remodeled or replaced with a new accessory building, but not expanded or increased in height.
- f. There shall be no physical connection between accessory buildings and a minimum separation of three (3) feet between accessory buildings.

3. *Setbacks:*

- a. No accessory building shall be allowed, erected, or located forward of the front façade of the primary dwelling. **Exemption:** Lots containing a minimum of 80,000 square feet shall be exempt from this requirement.
- b. No accessory building shall be erected in any required yard, as defined in *Chapter 2 – Definitions*, except as set forth herein.
- c. Attached accessory buildings – Accessory buildings erected ten (10) feet or closer to the principal building shall be considered attached, and shall comply with the setback lines established for the

applicable zoning district. For the purpose of this regulation, the distance between buildings shall be measured between the nearest wall surfaces. **Exception:** Open structures (open on at least 2 ¾ sides), such as patio covers, shall be allowed to extend into the required rear yard setback a maximum of 10 feet.

- d. Detached accessory buildings – A detached accessory building shall comply with the setback lines established for the applicable zoning district, unless the accessory building is located totally behind the rear of the principal building, then it shall not be placed closer than five (5) feet to any side or rear lot line.
- 4. *Maximum Height:* No accessory building shall penetrate a vertical height envelope defined as being a point five feet from a side or rear lot line and extending vertically 8 feet to a point, then extending at a 45° angle to the allowed height of the zoning district. For clarification, structures shall be measured at grade and shall not exceed the maximum height of the zoning district.
- 5. *Permitted Uses:* The use of an accessory building shall be consistent with the permitted uses of the applicable zoning district. No accessory building shall be used for dwelling purposes (the act of occupying a structure – with or without a kitchen) other than for an accessory dwelling, where permitted by the district regulations or Special Use Permit. No accessory building or accessory dwelling shall be rented.
- 6. *Special Use Permit Provision:* Any request for a building permit for an accessory building which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

B. For Accessory Buildings Located in Non-residential Zoning Districts

- 1. No accessory building shall be erected in any required yard area except as set forth by this section.
- 2. No accessory building shall be erected within ten (10) feet of any other building unless such accessory building is used as a commercial kiosk, in which case such commercial kiosk cannot be located within fifty (50) feet of another building.
- 3. Commercial kiosks as accessory uses and/or buildings may be located within approved nonresidential districts subject to the following conditions:
 - a. Maximum size of two hundred-fifty (250) square feet.
 - b. No inside sales or service or drive in sales or service; walk-up and/or drive-up service permitted.
 - c. Exterior walls shall be of at least seventy-five percent (75%) masonry, glass, or other equivalent material, provided metal material does not exceed twenty-five percent (25%) of the exterior walls.
 - d. Located within required setbacks and in conformance with this section.
 - e. Located in such a manner as to not impede, impair or endanger vehicular traffic on the property where the kiosk is located and for vehicular traffic ingressing from and egressing to public rights-of-way.
 - f. Submission of an acceptable site plan shall be required for consideration of the issuance of a building permit unless a current valid Certificate of Occupancy exists.
 - g. Limited to one (1) kiosk per platted plot.

C. Residential Carport Regulations – Carports located in zoning districts which permit single family residential dwellings shall comply with the regulations contained in this section.

- 1. ~~*Approval by Special Use Permit Only:* In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval~~

~~by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings.~~ *Special Use Permit Provision:* Any request for a building permit for a carport 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. If all criteria is met then a Special Use Permit is not required. EXCEPTION: All carports on a corner lot shall require approval of a Special Use Permit.

2. *Carport Standards:* A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.

a. *Size:* A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.

b. *Height:* A carport shall not exceed a maximum height of 15 feet **and no taller than the primary structure.** The height shall be measured from the finished grade to the highest point of the roof.

c. *Setbacks:*

i. A carport located within ten (10) feet of the principal building shall comply with the **front**, side and rear yard setbacks of the zoning district **provided all of the following conditions are satisfied:**
(1) **The carport is located completely to the rear of the house OR is not visible from the street;**
(2) **Is not proposed on a corner lot; and**
(3) **The distance shall be measured between the two closest points of the carport and principal building.**

ii. A carport located 10 feet or more from a principal building may extend into a required side **or rear** yard, provided all of the following conditions are satisfied:
(1) Every part of such carport is unenclosed except for necessary structural supports;
(2) No part of the carport is less than five (5) feet from a side or rear lot line;
(3) The carport is located completely within the rear yard area as defined in these zoning regulations **OR is not visible from the street; and**
(4) **The carport is not proposed on a corner lot.**

d. *Maximum Number Per Lot:* one

e. *Paving and Street Access:*

The parking area of a carport shall be paved not less than nine feet (9') by eighteen feet (18') and provide access to a public street right-of-way. Said access shall be a minimum of nine feet (9') in width and paved. All paved surfaces shall be either concrete, asphalt or pave-stone.

f. *Design Criteria:*

i. *Roof -* Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.

ii. *Posts -* Posts shall be clad or finished of brick, stone, cedar or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than eight inches (8") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Cedar posts shall be wrapped using masonry stone or brick from the base to at least 50% of the post height. The exposed portion of the cedar post shall be a minimum of 8 inches.

g. *Adequacy of Plans and Specifications:*

The applicant requesting a Special Use Permit to construct a carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the City Council to determine that the proposed carport complies with these regulations and the City Council may require additional information when necessary to clarify the applicant's request. At a minimum, the drawings shall contain a plot plan, elevation views and a description of the construction materials.

ORDINANCE O-25-2320

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 3, SECTION 3.27 ACCESSORY BUILDINGS AND RESIDENTIAL CARPORT REGULATIONS OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Colleyville desires to amend Chapter 3, Section 3.27 Accessory Building and Residential Carport Regulations of the Land Development Code; and

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

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

- Sec. 1. THAT *Chapter 3, Section 3.27 Accessory Building and Residential Carport Regulations* 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 4th day of March 2025.

The second reading and public hearing being conducted on the 11th day of March 2025.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 11TH DAY OF MARCH 2024.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

Exhibit "A"

Chapter 3 – Land Use

Section 3.27 Accessory Buildings and Residential Carport Regulations

The following regulations shall govern the location, size and use of accessory buildings:

- C. Residential Carport Regulations – Carports located in zoning districts which permit single family residential dwellings shall comply with the regulations contained in this section.
1. ~~Approval by Special Use Permit Only:~~ In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings. *Special Use Permit Provision: Any request for a building permit for a carport 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. If all criteria is met then a Special Use Permit is not required. EXCEPTION: All carports on a corner lot shall require approval of a Special Use Permit.*
 2. *Carport Standards:* A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.
 - a. *Size:* A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.
 - b. *Height:* A carport shall not exceed a maximum height of 15 feet *and no taller than the primary structure*. The height shall be measured from the finished grade to the highest point of the roof.
 - c. *Setbacks:*
 - i. A carport located within ten (10) feet of the principal building shall comply with the ~~front~~, side and rear yard setbacks of the zoning district *provided all of the following conditions are satisfied:*
 - (1) *The carport is located completely to the rear of the house OR is not visible from the street;*
 - (2) *Is not proposed on a corner lot; and*
 - (3) *The distance shall be measured between the two closest points of the carport and principal building.*
 - ii. A carport located 10 feet or more from a principal building may extend into a required side *or rear* yard, provided all of the following conditions are satisfied:
 - (1) Every part of such carport is unenclosed except for necessary structural supports;
 - (2) No part of the carport is less than five (5) feet from a side or rear lot line;
 - (3) The carport is located completely within the rear yard area as defined in these zoning regulations *OR is not visible from the street; and*
 - (4) *The carport is not proposed on a corner lot*
 - d. *Maximum Number Per Lot:* one
 - e. *Paving and Street Access:*

The parking area of a carport shall be paved not less than nine feet (9') by eighteen feet (18') and provide access to a public street right-of-way. Said access shall be a minimum of nine feet (9') in width and paved. All paved surfaces shall be either concrete, asphalt or pave-stone.

f. *Design Criteria:*

- i. Roof - Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.
- ii. Posts - Posts shall be clad or finished of brick, stone, cedar or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than eight inches (8") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Cedar posts shall be wrapped using masonry stone or brick from the base to at least 50% of the post height. The exposed portion of the cedar post shall be a minimum of 8 inches.

g. *Adequacy of Plans and Specifications:*

The applicant requesting a Special Use Permit to construct a carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the City Council to determine that the proposed carport complies with these regulations and the City Council may require additional information when necessary to clarify the applicant's request. At a minimum, the drawings shall contain a plot plan, elevation views and a description of the construction materials.

CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Max. Lot Coverage	50%
Max. Impervious Coverage	80%

Surrounding Development: The properties to the north are zoned AG Agricultural and improved with religious institutional buildings. The properties located to the west are zoned R-10 Single-Family Residential, R-30 Single-Family Residential, and PUD-R Planned Unit Development – Residential and improved with single-family homes. There is also a CN Neighborhood Commercial lot that is improved with an office building. The properties to the south are zoned PUD-C Planned Unit Development – Commercial and AG Agricultural. The PUD-C property is located in The Village and improved with commercial and residential uses in a mixed-use setting. The AG lots are improved with single-family homes.

Analysis: The purpose of the replat is to combine the Crosscreek Church Campus into one lot. The replat will allow for future development efforts to occur, as open space and impervious coverage will be calculated using the entire land area owned by the church rather than individual lots. The lot will comply with the CC-1 Village Retail regulations. A variable amount of right-of-way will be dedicated to the City along Pleasant Run Road. A floodplain easement will be notated on the plat to indicate the portions of the property located in floodplain.

Plat Status: Sections of the property are platted and sections are unplatted. The platted lots are Lots 1 and 2, Block 1, Garden Addition; Lot 1, Block 1, H.E.C. Addition; and Lots 1R-1 and 2, Block 1, First Baptist Church of Colleyville Addition. The unplatted lots are Tracts 1C and Tract 1C03, Abstract 963, Joseph M. Looney Survey.

DRC Review: The Development Review Committee (DRC) reviewed this request during their January 20, 2025 meeting and offered the following comments to the applicant:

1. Provide a 7.5' drainage and utility easement along the southern most property line running to the East to the creek and along the property located at 1009 Church Street.
2. Provide a flood plain easement.
3. Indicate on the plat for the edge of parking along Pleasant Run Road a straight line showing the number of feet where the church property line ends and the city sidewalk begins.

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

In addition to the requirements for submittal of a Tree Removal Permit and Tree

Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

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

Staff Recommendation: Staff recommends approval of the replat.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the replat at their February 10, 2025 meeting by a vote of 6-0.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat Exhibit
5. Notification Map
6. Notification Letter
7. Notification List
8. Resolution R-25-5019

Aerial Map

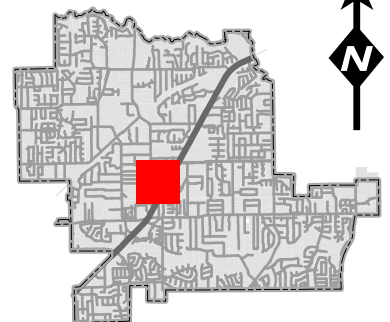


PC24-010

5300 Colleyville Blvd

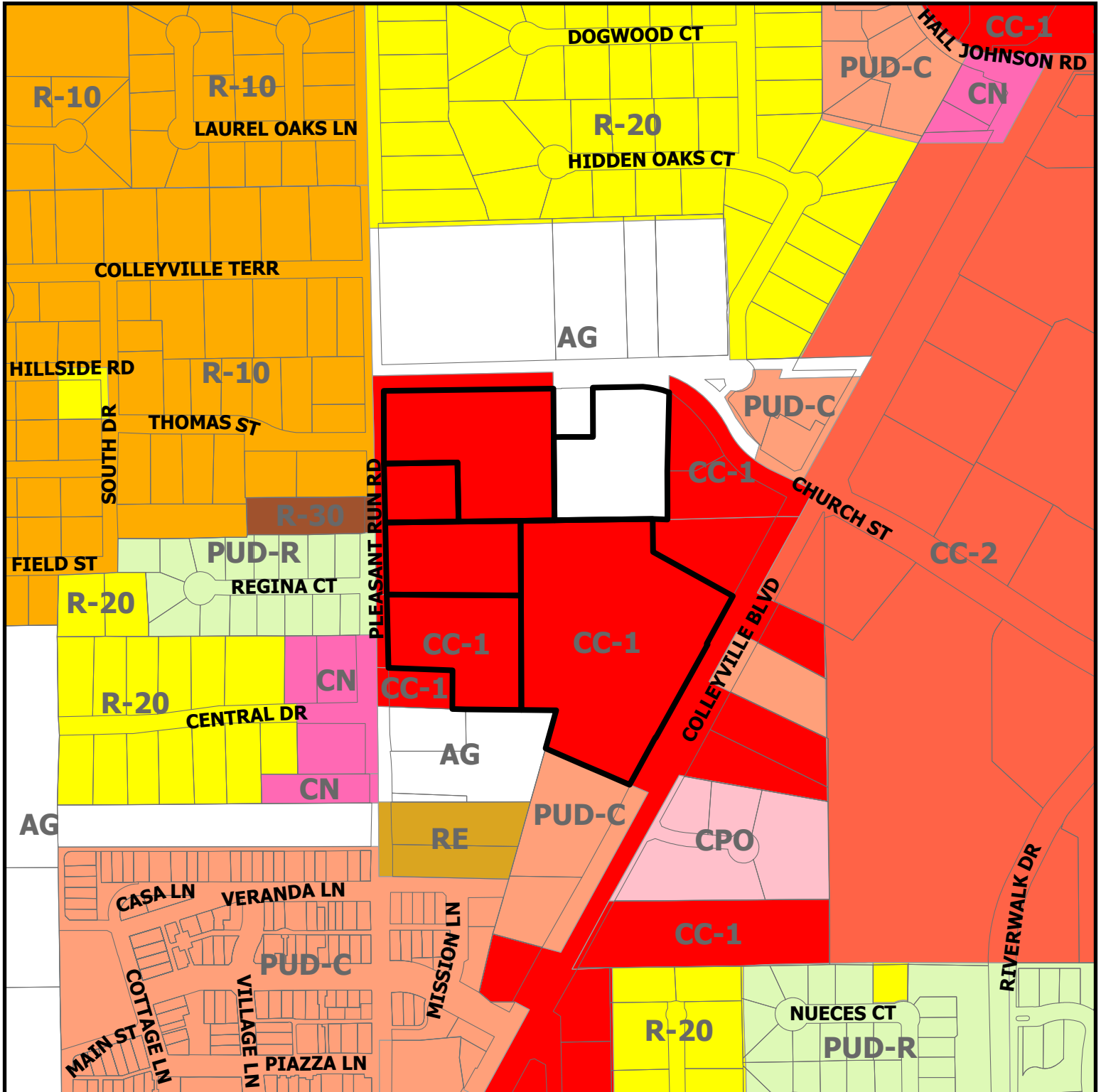


Subject Property



DISCLAIMER:
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Zoning Map

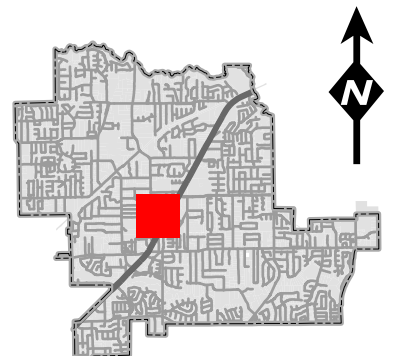


PC24-010

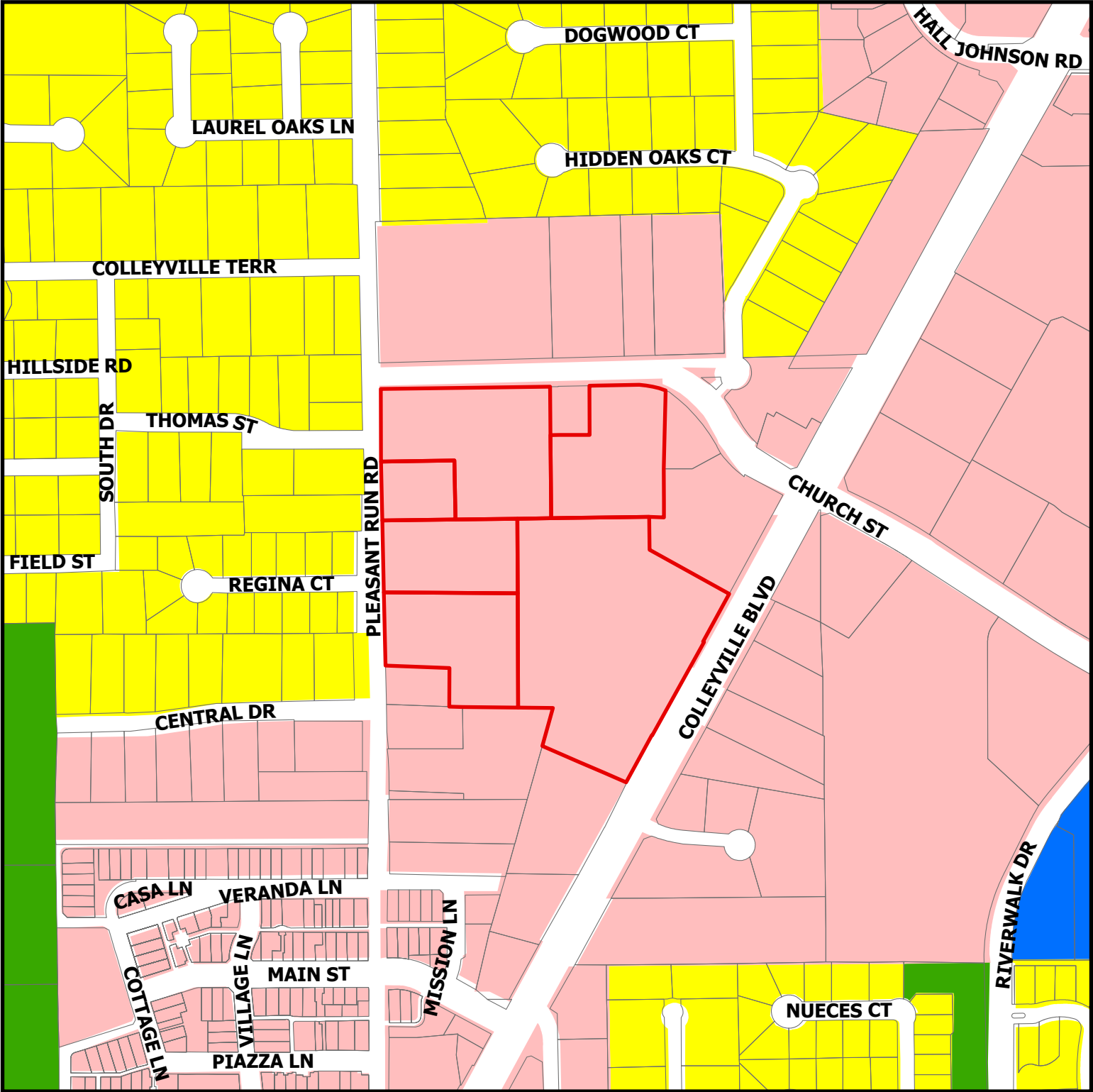
5300 Colleyville Blvd

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 Subject Property



Future Land Use Map

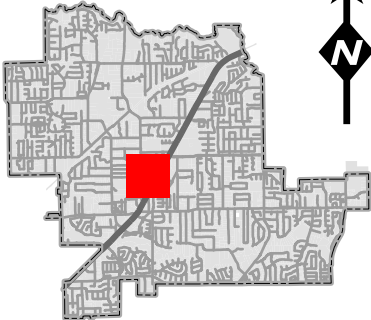


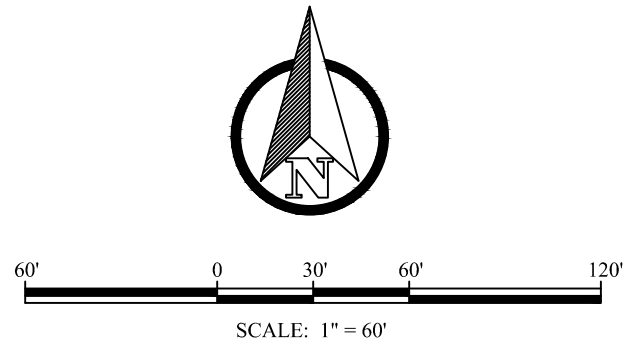
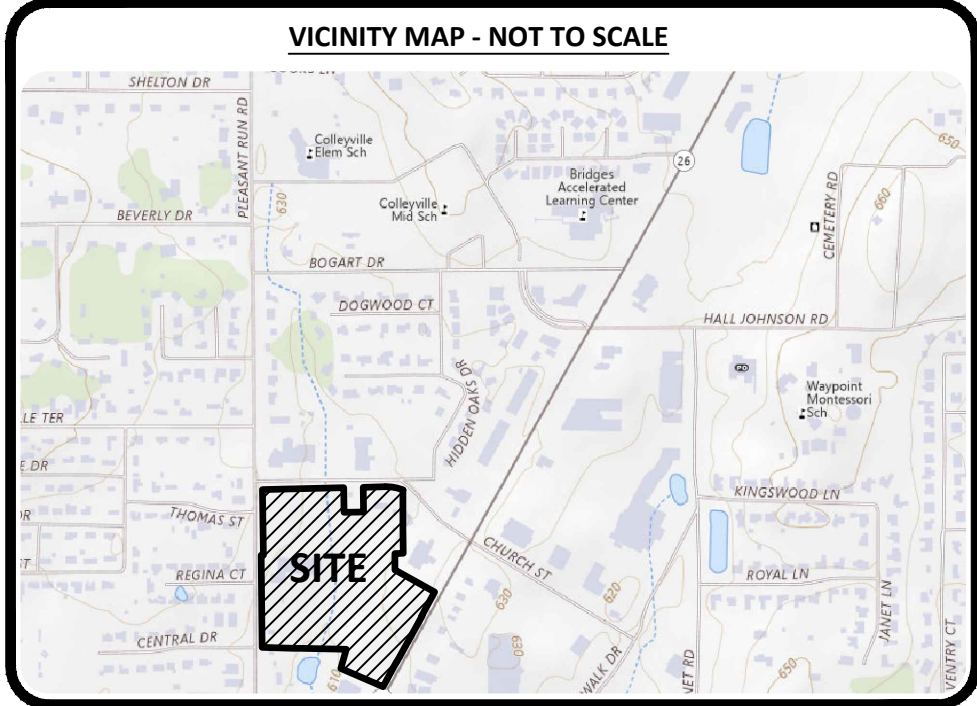
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PC24-010

5300 Colleyville Blvd

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



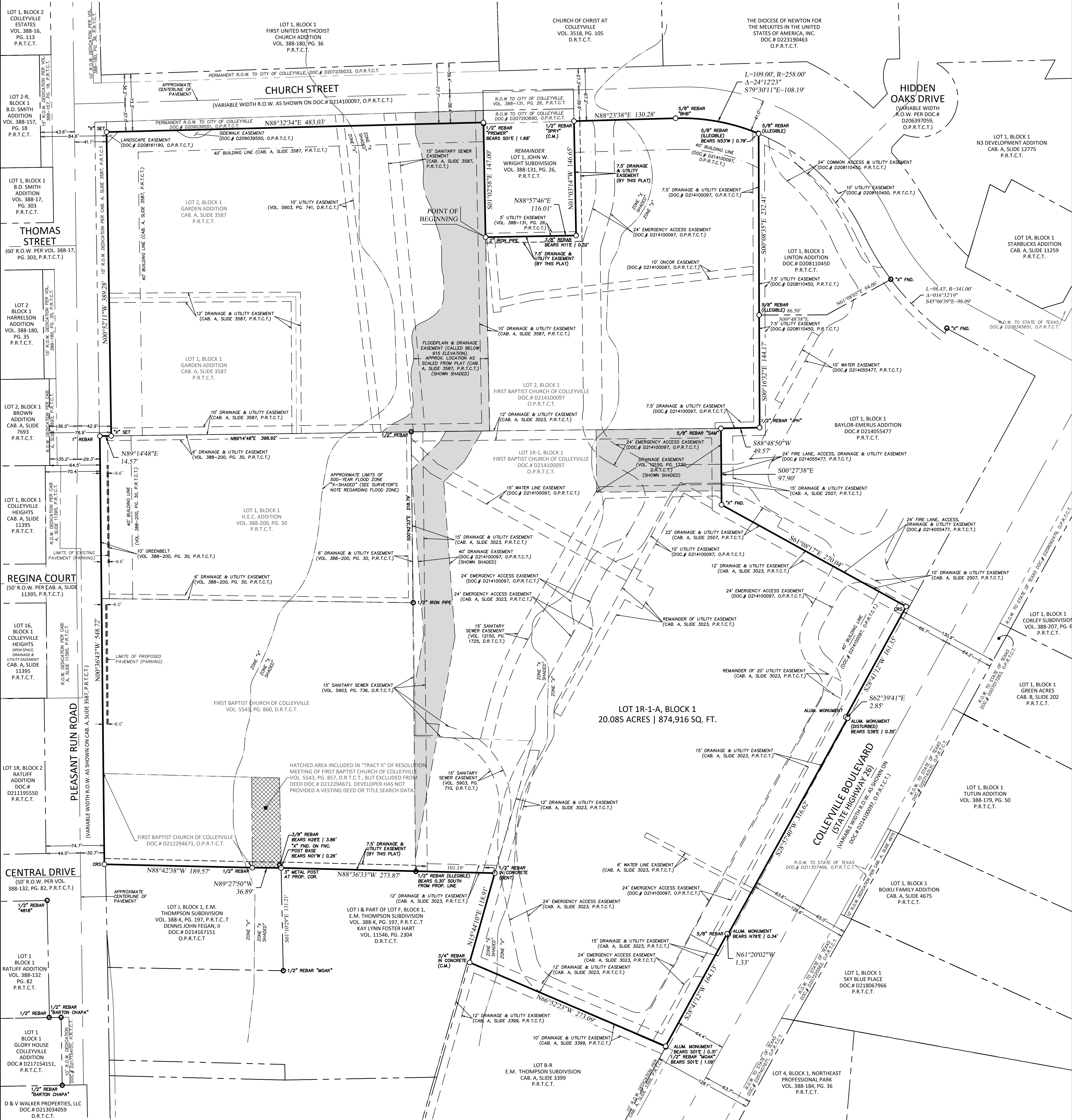


SURVEYOR'S NOTES:

- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00012.
- This property lies within Zone "X" and "X-Shaded" of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0095K, with an effective date of September 25, 2009, via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- The purpose of this plat is to combine 5 existing platted lots and two tracts of land into a single lot for future development.
- This plat was prepared without the benefit of a commitment for title insurance covering all tracts shown hereon. The surveyor has not abstracted the property, or performed an independent title search. Therefore, there may exist easements, encumbrances, or other title matters, either recorded or unrecorded, which affect the subject property and are not shown hereon.

LEGEND OF ABBREVIATIONS

- D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- R.O.W. RIGHT OF WAY
- CRS CAPPED REBAR SET



FINAL PLAT
LOT 1R-1-A, BLOCK 1
FIRST BAPTIST CHURCH OF COLLEYVILLE
BEING A REPLAT OF LOTS 1 & 2, BLOCK 1 OF GARDEN ADDITION; LOT 1, BLOCK 1 OF H.E.C. ADDITION; & LOTS 1R-1 & 2, BLOCK 1 OF FIRST BAPTIST CHURCH OF COLLEYVILLE, TOGETHER WITH TWO TRACTS OF LAND OUT OF THE J.M. LOONEY SURVEY, ABSTRACT #936
20.085 ACRES IN THE CITY COLLEYVILLE, TARRANT COUNTY, TEXAS
DECEMBER 2024

THIS PLAT RECORDED ON (DATE) _____, IN INSTRUMENT NO. _____.

OWNER
FIRST BAPTIST CHURCH OF COLLEYVILLE
5405 PLEASANT RUN ROAD
COLLEYVILLE, TX 76034
817.281.4158

ENGINEER
KIRKMAN ENGINEERING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
817.488.4960

SURVEYOR
JOHN H. BARTON III, RPLS #6737
BARTON CHAPA SURVEYING, LLC
3601 NE. LOOP 820
FORT WORTH, TX 76137
INFO@BCSDFW.COM
817.864.1957



5200 State Highway 121
Colleyville, TX 76034
Phone: 817-488-4960

FIRST BAPTIST
CHURCH OF
COLLEYVILLE

COLLEYVILLE,
TEXAS

JOB NO. 2024.001.352
DRAWN: BCS
CHECKED: JHB

TABLE OF REVISIONS

NO.	DESCRIPTION

SHEET 1 OF 2

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS FIRST BAPTIST CHURCH OF COLLEYVILLE is the owner of a tract situated in the J.M. Looney survey, abstract number 936, City of Colleyville, Tarrant County, Texas, being the tracts described by deed to First Baptist Church of Colleyville, recorded in volume 5543, page 860, Deed Records, Tarrant County, Texas, (D.R.T.C.T.) and document number D212294671, Official Public Records, Tarrant County, Texas, (O.P.R.T.C.T.), together with the following lots:

- all of Lot 1 and part of Lot 2, Block 1, Garden Addition, an addition in the City of Colleyville, Tarrant County, Texas, recorded in cabinet A, slide 3587, Plat Records, Tarrant County, Texas, (P.R.T.C.T.)
- all of Lot 1, Block 1, H.E.C. Addition, an addition in the City of Colleyville, Tarrant County, Texas, recorded in volume 388-200, page 30, (P.R.T.C.T.)
- all of Lot 1R-1 and Lot 2, Block 1, First Baptist Church of Colleyville, an addition in the City of Colleyville, Tarrant County, Texas, recorded in document number D214100097, (P.R.T.C.T.)

the subject tract being more particularly described as follows:

BEGINNING at a 2 inch iron pipe found for the westernmost northwest corner of Lot 2 of said First Baptist Church of Colleyville (D214100097), same being in the east line of Lot 2 of said Garden Addition;

THENCE with the perimeter and to the corners of Lot 2 of said First Baptist Church of Colleyville (D214100097), the following calls:

- North 88 degrees 57 minutes 46 seconds East, a distance of 116.01 feet to a 3/8 inch rebar found;
- North 01 degrees 03 minutes 14 seconds West, a distance of 146.65 feet to a 1/2 inch rebar with cap stamped, "SPRY" found;
- North 88 degrees 23 minutes 38 seconds East, a distance of 130.28 feet to a 5/8 inch rebar with cap stamped, "BHB" found at the beginning of a tangent curve to the right, having a radius of 258.00 feet, with a delta angle of 24 degrees 12 minutes 23 seconds, whose chord bears South 79 degrees 30 minutes 11 seconds East, a distance of 108.19 feet;
- Along said tangent curve to the right, an arc length of 109.00 feet to a 5/8 inch rebar with an illegible cap found, from which a 5/8 inch rebar with an illegible cap found bears North 53 degrees West, a distance of 0.78 feet;
- South 00 degrees 08 minutes 35 seconds East, a distance of 232.41 feet to a 5/8 inch rebar with an illegible cap found;
- South 00 degrees 16 minutes 32 seconds East, a distance of 144.17 feet to a 1/2 inch rebar with cap stamped, "JPH" found;
- South 88 degrees 48 minutes 40 seconds West, a distance of 49.57 feet to a 5/8 inch rebar with cap stamped, "SAM" found for a re-entrant corner of Lot 2 of said First Baptist Church of Colleyville (D214100097), same being the northernmost northeast corner of Lot 1R-1 of said First Baptist Church of Colleyville (D214100097);

THENCE with the perimeter and to the corners of Lot 1R-1 of said First Baptist Church of Colleyville (D214100097), the following calls:

- South 00 degrees 27 minutes 38 seconds East, a distance of 97.90 feet to an "X" cut found;
- South 61 degrees 08 minutes 17 seconds East, a distance of 270.04 feet to a 1/2 inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set");
- South 28 degrees 41 minutes 12 seconds West, a distance of 161.35 feet to an aluminum monument stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found;
- South 62 degrees 39 minutes 41 seconds East, a distance of 2.85 feet to a point from which a disturbed aluminum monument stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found bears South 38 degrees East, a distance of 0.35 feet;
- South 28 degrees 57 minutes 40 seconds West, a distance of 316.62 feet to point from which an aluminum monument stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found bears North 76 degrees East, a distance of 0.34 feet;
- North 61 degrees 20 minutes 02 seconds West, a distance of 1.33 feet to a 5/8 inch rebar found;
- South 28 degrees 41 minutes 12 seconds West, a distance of 164.13 feet to a point from which an aluminum monument stamped "TEXAS DEPARTMENT OF TRANSPORTATION" found bears South 01 degrees East, a distance of 0.31 feet and from which a 1/2 inch rebar with cap stamped, "MOAK" found bears South 01 degrees East, a distance of 1.09 feet;
- North 66 degrees 52 minutes 23 seconds West, a distance of 273.09 feet to a 3/4 inch rebar found in concrete;
- North 15 degrees 44 minutes 10 seconds East, a distance of 118.91 feet to a bent 1/2 inch rebar found in concrete;
- North 88 degrees 36 minutes 33 seconds West, passing the southwest corner of Lot 1R-1 of said First Baptist Church of Colleyville at a distance of 101.19 feet (from which a 1/2 inch rebar with an illegible cap found bears 0.30 feet south), continuing with the southernmost line of said First Baptist Church of Colleyville tract (5543/860), for a total distance of 273.87 feet to a 3 inch metal fence corner post found for the southernmost southwest corner of said First Baptist Church of Colleyville tract (5543/860), from which an "X" cut found on concrete post base bears North 01 degrees West, 0.26 feet, also from which a 3/8 inch rebar found bears North 28 degrees East, 3.86 feet;

THENCE North 89 degrees 27 minutes 50 seconds West, a distance of 36.89 feet to a 1/2 inch rebar found for the southeast corner of said First Baptist Church of Colleyville tract (D212294671), lying in the north line of Lot J, Block 1, E.M. Thompson Subdivision, an addition in the City of Colleyville, Tarrant County, Texas, recorded in volume 388-K, page 197, (P.R.T.C.T.);

THENCE North 88 degrees 42 minutes 38 seconds West, with the north line of said Lot J and the south line of said First Baptist Church of Colleyville tract (D212294671), a distance of 189.57 feet to a capped rebar set for the southwest corner of said First Baptist Church of Colleyville tract;

THENCE North 00 degrees 36 minutes 43 seconds West, with the west line of said First Baptist Church of Colleyville tract (D212294671), passing the northwest corner thereof, same being the westernmost southwest corner of said First Baptist Church of Colleyville tract (5543/860), continuing and passing the northwest corner thereof, same being the southwest corner of Lot 1 of said H.E.C. Addition, and continuing for a total distance of 548.72 feet to a 1 inch rebar found for the northwest corner of said H.E.C. Addition;

THENCE North 89 degrees 14 minutes 48 seconds East, with the north line of said H.E.C. Addition, a distance of 14.57 feet to an "X" set in concrete for the southwest corner of Lot 1 of said Garden Addition;

THENCE North 00 degrees 52 minutes 11 seconds West, with the west line of said Garden Addition, a distance of 389.28 feet to an "X" set in concrete for the southwest corner of the permanent right-of-way to the City of Colleyville, recorded in document number D209039551 (O.P.R.T.C.T.);

THENCE North 88 degrees 32 minutes 34 seconds East, with the south line of said permanent right-of-way, a distance of 483.03 feet to its southeast corner, from which a 1/2 inch rebar with cap stamped "PREMIER" found on the west line of Lot 1, John W. Wright Subdivision, an addition in the City of Colleyville, recorded in volume 388-131, page 26 (P.R.T.C.T.), same being the southwest corner of a right-of-way dedication to the City of Colleyville recorded in document number D207293690 (O.P.R.T.C.T.) bears South 01 degree East, 1.68 feet;

THENCE South 01 degrees 02 minutes 58 seconds East, with the east line of Lot 2 of said Garden Addition and the west line of said John W. Wright Subdivision, a distance of 147.00 feet, returning to the **POINT OF BEGINNING** and enclosing 20.085 acres (874,916 square feet) of land, more or less.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That **FIRST BAPTIST CHURCH OF COLLEYVILLE**, does hereby adopt this plat designating the hereinbefore described property as **LOT 1R-1-A, BLOCK 1, FIRST BAPTIST CHURCH OF COLLEYVILLE**, an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness my hand this _____ day of _____, 20____.

First Baptist Church of Colleyville (authorized agent)

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for
the State of Texas

SURVEYOR'S CERTIFICATE

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Professional Land Surveying Practices Act. Fieldwork was completed on 11/25/2024.

PRELIMINARY

**THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED, VIEWED, OR RELIED UPON AS A FINAL SURVEY
DOCUMENT. RELEASED FOR INTERIM REVIEW December 10, 2024**

John H. Barton III, RPLS# 6737

Date

Planning and Zoning Commission Approval

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

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

City Council Approval

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

Mayor, City of Colleyville

Attest: City Secretary

FINAL PLAT
LOT 1R-1-A, BLOCK 1
FIRST BAPTIST CHURCH OF COLLEYVILLE
BEING A REPLAT OF LOTS 1 & 2, BLOCK 1 OF GARDEN ADDITION; LOT 1, BLOCK 1 OF H.E.C. ADDITION; & LOTS 1R-1 & 2, BLOCK 1 OF FIRST BAPTIST CHURCH OF COLLEYVILLE, TOGETHER WITH TWO TRACTS OF LAND OUT OF THE J.M. LOONEY SURVEY, ABSTRACT #936
20.085 ACRES IN THE CITY COLLEYVILLE, TARRANT COUNTY, TEXAS
DECEMBER 2024

THIS PLAT RECORDED ON (DATE) _____, IN INSTRUMENT NO. _____.

OWNER
FIRST BAPTIST CHURCH OF COLLEYVILLE
5405 PLEASANT RUN ROAD
COLLEYVILLE, TX 76034
817.281.4158

ENGINEER
KIRKMAN ENGINEERING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
SYDNEY FOSTER
817.488.4960

SURVEYOR
JOHN H. BARTON III, RPLS #6737
BARTON CHAPA SURVEYING, LLC
3601 NE. LOOP 820
FORT WORTH, TX 76137
INFO@BCSDFW.COM
817.864.1957



5200 State Highway 121
Colleyville, TX 76034
Phone: 817-488-4960

FIRST BAPTIST
CHURCH OF
COLLEYVILLE

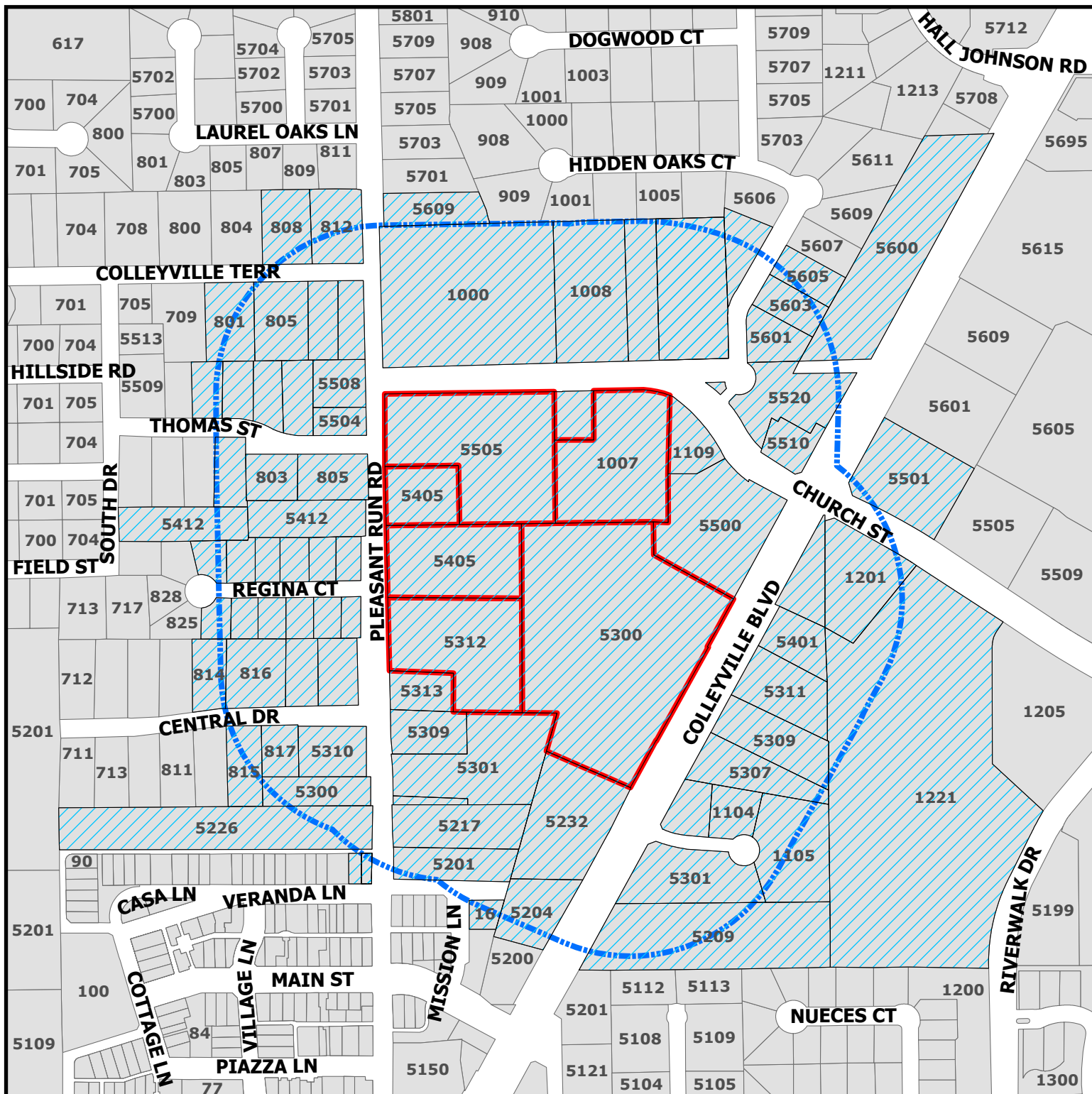
COLLEYVILLE,
TEXAS

JOB NO. 2024.001.352
DRAWN: BCS
CHECKED: JHB

TABLE OF REVISIONS

SHEET 2 OF 2

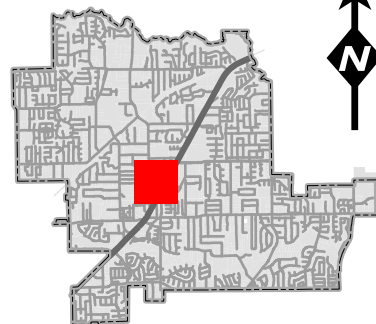
Notification Map



PC24-010

5300 Colleyville Blvd

-  Parcels to be notified
-  Buffer
-  Subject Property



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



NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

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

Planning and Zoning Commission Meeting: Monday, February 10, 2025 at 7:00 p.m.

City Council Meeting: Tuesday, March 4, 2025

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

- Request:** Consideration of a Replat for Lot 1R-1-A, Block 1, First Baptist Church of Colleyville Addition, being Lots 1 & 2, Block 1, Garden Addition; Lot 1, Block 1, H.E.C. Addition; Lots 1R-1 & 2, Block 1, First Baptist Church of Colleyville Addition; & Tracts 1C & Tract 1C03, Abstract 936, Joseph M. Looney Survey, located at 5300 Colleyville Boulevard, 1007 Church Street, & 5312, 5313, 5405, & 5505 Pleasant Run Road. The request is to allow for the Cross Creek Church Campus to be platted together as one lot.
- Zoning Case:** PC25-002
- Applicant:** Zach Towery
- Owner:** First Baptist Church Colleyville
- Location:** 5300 Colleyville B, 1007 Church Street, & 5312, 5313, 5405, & 5505 Pleasant Run Road.
- Property Description:** Lots 1 & 2, Block 1, Garden Addition; Lot 1, Block 1, H.E.C. Addition; Lots 1R-1-1 & 2, Block 1, First Baptist Church of Colleyville Addition; & Tracts 1C & Tract 1C03, Abstract 936, Joseph M. Looney Survey
- Present Zoning:** CC-1, Village Retail

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

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

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

Citizenletters@Colleyville.com



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



For additional information, please contact the Community Development Department at 817.503.1050. Please reference the case number when requesting information.

Kris Potts

Kristopher Potts
Planner

Owner_Name	Situs_Addr
COLLEYVILLE LOFTS VENTURE LLC	5232 COLLEYVILLE BLVD
FIRST UNITED METH COLLEYVILLE	1000 CHURCH ST
REDEEMED CHRISTIAN CHURCH OF GOD GLORY HOUSE	5300 PLEASANT RUN RD
BRADY, BLAKE	5401 COLLEYVILLE BLVD
GRACIA, MACEDONIO	803 THOMAS ST
ROEMING, BRANTON F	805 THOMAS ST
CORE-FULMER, SARAH ELIZABETH	5604 HIDDEN OAKS DR
LYKINS, DEBBIE S	5609 PLEASANT RUN RD
LEACH, TERRY	5605 HIDDEN OAKS DR
CORGAN, KYLE D	5603 HIDDEN OAKS DR
CHIVAKULA, LAKSHMI	5601 HIDDEN OAKS DR
GII SHP EBSW DFW LLC	5500 COLLEYVILLE BLVD
JD JUDD REALTY HOLDINGS LLC	1109 CHURCH ST
2727 PN SPE LLC	5520 COLLEYVILLE BLVD
BAJRAM & RUZDI INVESTMENTS LLC	5309 COLLEYVILLE BLVD
BARNARD PARTNERS XVIII LTD	1104 PROFESSIONAL CT
KIPTON ANDERSON INVESTMENTS LL	5303 COLLEYVILLE BLVD
BETHEL METHODIST CHURCH OF NORTH TEXAS	5310 PLEASANT RUN RD
FIGUEROA FAMILY REVOCABLE TRUST	817 CENTRAL DR
GROFFMAN, STEVEN	815 CENTRAL DR
DS & RS PROPERTIES LLC	5320 Pleasant Run RD
EARTH TO MOON REALTY LLC	820 CENTRAL DR
LALA FAMILY TRUST	816 CENTRAL DR
MCDONALD, CEACY SAMANTHA	814 CENTRAL DR
C & S SKY BLUE CORPORATION	5307 COLLEYVILLE BLVD
HOFFMAN, ROBERT	5504 PLEASANT RUN RD
MOFFETT, JESSE	806 THOMAS ST
SHRESTHA, NEENA	804 THOMAS ST
FAZAL, JASIM	802 THOMAS ST
MITCHELL, JEWELL O	800 THOMAS ST
CRANDALL, BRUCE	5412 PLEASANT RUN RD
DEDIEGO FAMILY TRUST	5510 COLLEYVILLE BLVD
HART, KAY LYNN FOSTER	5301 PLEASANT RUN RD
FEGAN, DENNIS JOHN	5309 PLEASANT RUN RD
CAVALIER INVESTMENT COMPANY INC	5501 COLLEYVILLE BLVD
MDC COAST 7 LLC	1221 CHURCH ST
BRANCH BANKING & TRUST CO	1201 CHURCH ST
EAGLE-COLLEYVILLE TOWNE SQUARE	5600 COLLEYVILLE BLVD
SHEMAKER, SIMON	32 VERANDA LN
SHEWMAKER, SIMON	32 VERANDA LN
JOHN MCNEEL & SYLVIE MCNEEL REVOCABLE LIVING TF	34 VERANDA LN
SPICER, TAMARA	5201 PLEASANT RUN RD
DDK REAL ESTATE INV LLC	5204 COLLEYVILLE BLVD
VILLAGE OWNERS ASSOCIATION INC	16 MAIN ST
LAHODA, BARTON G	1009 CHURCH ST
HENDRICKSON, JACK H	808 COLLEYVILLE TERR
CASLER, LINDA	812 COLLEYVILLE TERR
JENNINGS, ALLISON	805 COLLEYVILLE TERR
MILLER, JEFFREY D	801 COLLEYVILLE TERR
SHIMONEK, NICOLAS	801 THOMAS ST
FLORY, BRETT	5412 SOUTH DR
ALAN AND CINDY MITZEL REVOCABLE TRUST	800 REGINA CT
CARDINI, CHRISTOPHER	821 REGINA CT
CHACKO, RAIBU	817 REGINA CT
KIM & DEBORAH SHELTON TRUST	813 REGINA CT
TUMPAK, SCOTT	809 REGINA CT
LONG, MATTHEW	805 REGINA CT

COLLEYVILLE HEIGHTS LLC	801 REGINA CT
GREENBERG, MICHELLE	804 REGINA CT
TERESA SCHEMMEL INGRAM REVOCABLE TRUST	808 REGINA CT
BARNES, MICHAEL	812 REGINA CT
BELL, MICHAEL W	816 REGINA CT
WANDER, CHRIS	820 REGINA CT
R P GANTOS VENTURES LLC	5413 COLLEYVILLE BLVD
D & V WALKER PROPERTIES LLC	5226 PLEASANT RUN RD
FIRST BAPTIST CH COLLEYVILLE	5313 PLEASANT RUN RD
DIOCESE OF NEWTON FOR THE MELKITES IN THE UNITED STATES	1008 CHURCH ST
COLLEYVILLE CHURCH OF CHRIST	1008 CHURCH ST
RIVERWALK AT COLLEYVILLE	COURTESY NOTICE
LAUREL OAKS ESTATES	COURTESY NOTICE
COLLEYVILLE HEIGHTS	COURTESY NOTICE
GRAPEVINE COLLEYVILLE ISD	STATE REQUIRED
Towery, Zach	5300 Colleyville Blvd

RESOLUTION R-25-5019

A RESOLUTION APPROVING A REPLAT FOR LOT WITH FOR LOT 1R-1-A, BLOCK 1, FIRST BAPTIST CHURCH OF COLLEYVILLE ADDITION

WHEREAS, the Planning and Zoning Commission recommended approval of the replat for Lot 1R-1-A, Block 1, First Baptist Church of Colleyville Addition on February 10, 2025.

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

Sec. 1. THAT the replat for Lot 1R-1-A, Block 1, First Baptist Church of Colleyville Addition, being approximately 20.09 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 4TH DAY OF MARCH 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

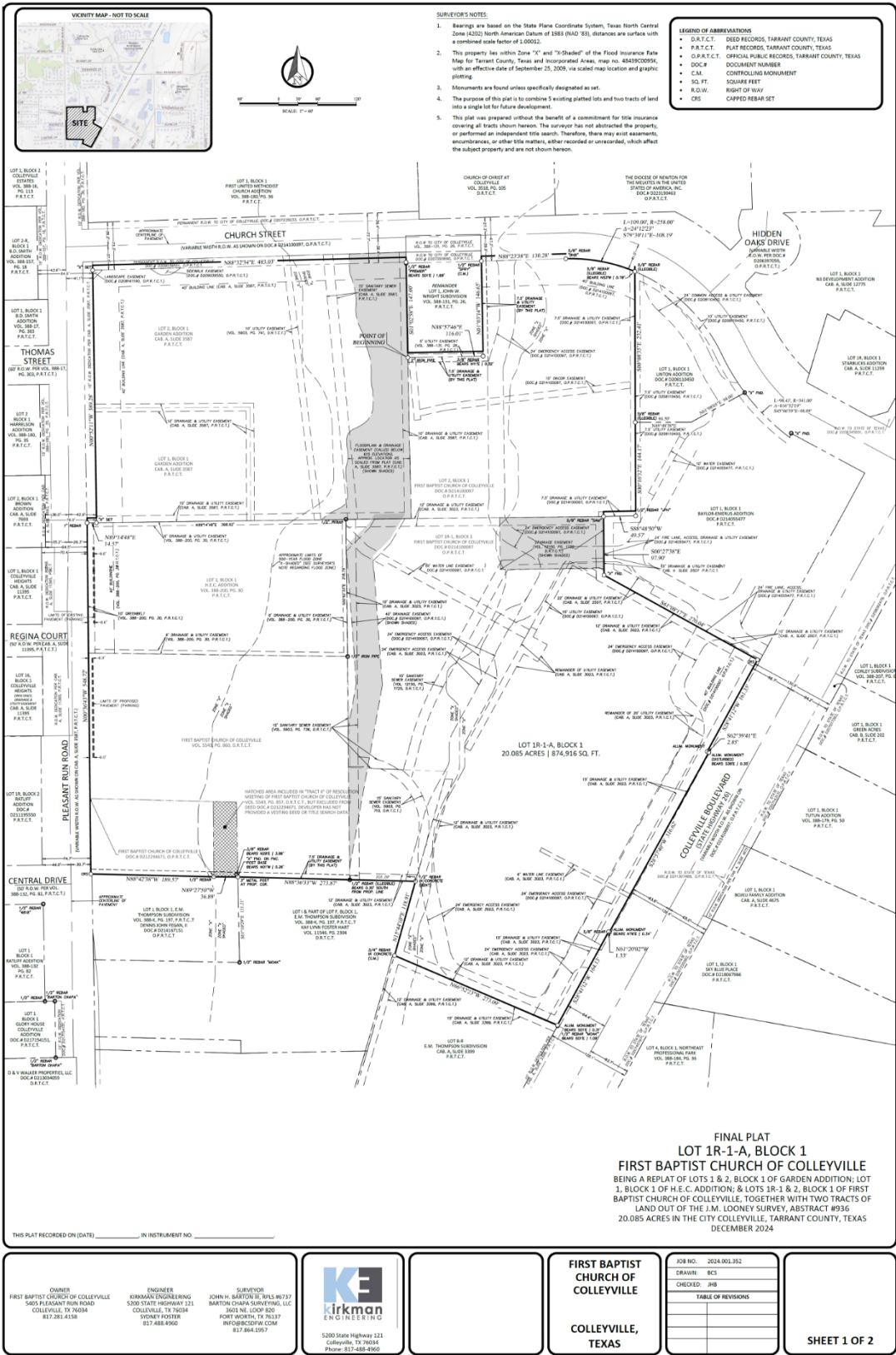
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

Exhibit "A" - Plat Exhibit





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6b

Agenda Date 3/4/2025

Number Resolution R-25-5020

Type Resolution

Department Public Works

Title

Approving an Advanced Funding Agreement with Texas Department of Transportation for Green Ribbon Funding

Explanation

Reading and Public Hearing

The City applied for and received approval from the Texas Department of Transportation (TxDOT) for state participation in Green Ribbon funding to pay a portion of the costs for three landscaping projects:

- SH26 from North of John McCain to South of Longwood Drive;
- SH121 from Gateway Drive to North of Glade Road;
- FM 3029 from North of Lavaca Trail to South of West McDonwell School Road.

Approval of this resolution will approve a funding agreement, authorize the commitment of local matching funds from the Tax Increment Financing District, and authorizes the City Manager to execute all documents.

Financial Impact

Required local matching funds will be paid from the TIF budget.

Recommendation

Approve

Attachments

1. Advanced Funding Agreement
2. Resolution R-25-5020

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A Green Ribbon Project On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Colleyville**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **landscape development**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **planting Texas native and near native trees, adaptive shrubs, ornamental grasses, groundcover and ornamental trees. Landscape improvements will remove and replace the existing low turfgrass vegetation, with low-water-use trees, shrubs and grasses, aggregate and hardwood mulches, 12" concrete mow strips, and a permanent point source irrigation system. The locations of this project are as follows and shown in Attachment A.**

1. CSJ 0363-01-152 (Section A) – Along SH 26 between John McCain Drive and Longwood Road
2. CSJ 0364-01-164 (Section B) – Along SH 121 between W. Glade Road and Gateway Drive
3. CSJ 3125-01-024 (Section C) – Along FM 3029 between Lavaca Trail and McDonwell School Road

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

- incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. **Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. **Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

- develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Colleyville ATTN: City Manager 100 Main Street Colleyville, TX 76034	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			<i>AFA Not Used For Research & Development</i>	

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts,

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. **Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

_____ Signature	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Typed or Printed Title	_____ Typed or Printed Title
_____ Date	_____ Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

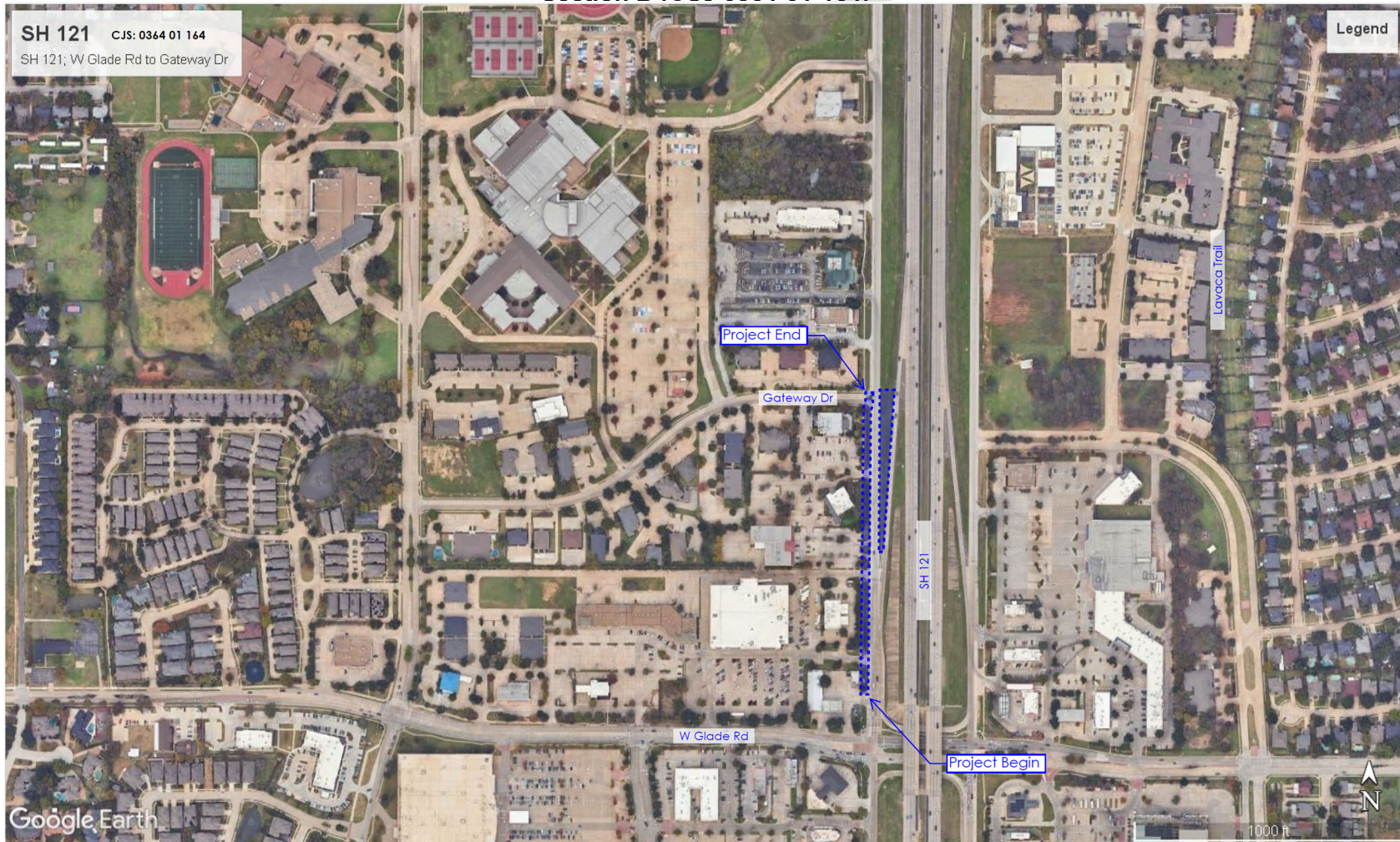
ATTACHMENT A LOCATION MAP SHOWING PROJECT

Section A (CSJ 0363-01-152)



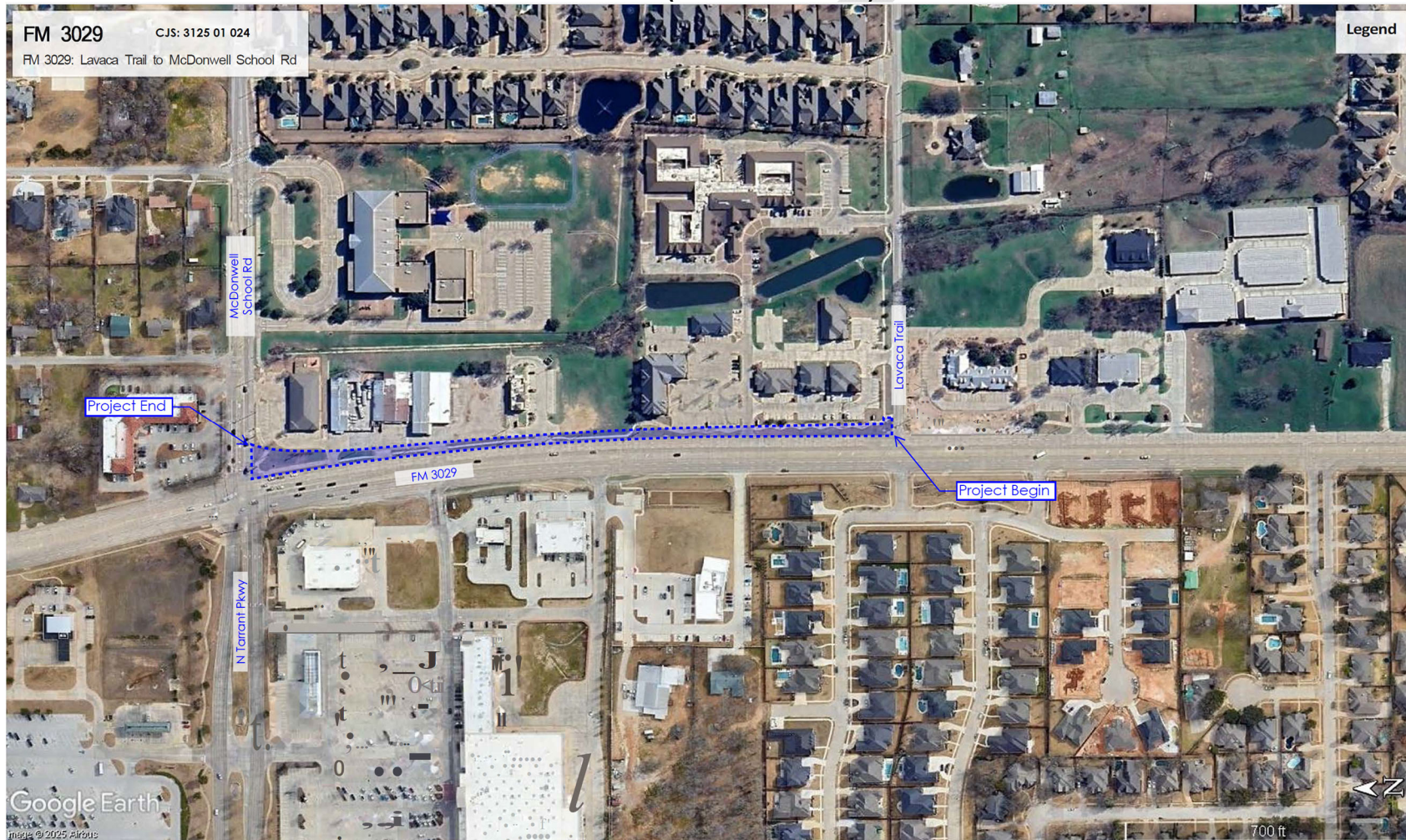
TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

Section B (CSJ 0364-01-164)



TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

Section C (CSJ 3125-01-024)



TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164 and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal/state funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ 0363-01-152							
Engineering (by Local Government)	\$39,800	0%	\$0	0%	\$0	100%	\$39,800
Environmental (by Local Government)	\$3,000	0%	\$0	0%	\$0	100%	\$3,000
Construction (by Local Government)	\$541,800	80%	\$433,440	20%	\$108,360	0%	\$0
Subtotal	\$584,600		\$433,440		\$108,360		\$42,800
Environmental Direct State Costs	\$7,306	0%	\$0	100%	\$7,306	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$7,307	0%	\$0	100%	\$7,307	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$14,615	0%	\$0	100%	\$14,615	0%	\$0
Indirect State Costs	\$30,925	0%	\$0	100%	\$30,925	0%	\$0
CSJ TOTAL	\$644,755		\$433,440		\$168,515		\$42,800

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164 and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal/state funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ 0364-01-164							
Engineering (by Local Government)	\$44,250	0%	\$0	0%	\$0	100%	\$44,250
Environmental (by Local Government)	\$3,000	0%	\$0	0%	\$0	100%	3,000
Construction (by Local Government)	\$558,780	80%	\$447,024	20%	\$111,756	0%	\$0
Subtotal	\$606,030		\$447,024		\$111,756		\$47,250
Environmental Direct State Costs	\$7,574	0%	\$0	100%	\$7,574	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$7,574	0%	\$0	100%	\$7,574	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$15,151	0%	\$0	100%	\$15,151	0%	\$0
Indirect State Costs	\$32,059	0%	\$0	100%	\$32,059	0%	\$0
CSJ TOTAL	\$668,390		\$447,024		\$174,116		\$47,250

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164 and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			AFA Not Used For Research & Development	

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal/state funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ 3125-01-024							
Engineering (by Local Government)	\$44,250	0%	\$0	0%	\$0	100%	\$44,250
Environmental (by Local Government)	\$3,000	0%	\$0	0%	\$0	100%	\$3,000
Construction (by Local Government)	\$504,960	80%	\$403,968	20%	\$100,992	0%	\$0
Subtotal	\$552,210		\$403,968		\$100,992		\$47,250
Environmental Direct State Costs	\$6,902	0%	\$0	100%	\$6,902	0%	\$0
Right of Way Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Engineering Direct State Costs	\$6,901	0%	\$0	100%	\$6,901	0%	\$0
Utility Direct State Costs	\$1	0%	\$0	100%	\$1	0%	\$0
Construction Direct State Costs	\$13,805	0%	\$0	100%	\$13,805	0%	\$0
Indirect State Costs	\$29,212	0%	\$0	100%	\$29,212	0%	\$0
CSJ TOTAL	\$609,032		\$403,968		\$157,814		\$47,250
PROJECT TOTAL	\$1,922,177		\$1,284,432		\$500,445		\$137,300

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0363-01-152	AFA IDs	Z00011410	CFDA No.	20.205
AFA CSJs	0363-01-152, 0364-01-164, and 3125-01-024			CFDA Title	Highway Planning and Construction
District #	02	Code Chart 64#	09100		
Project Name	SH 26: N J McCain to S Longwood Dr 25 GR			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

RESOLUTION 25-5020

APPROVING AN ADVANCED FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR GREEN RIBBON FUNDING FOR THE LANDSCAPING AS IDENTIFIED IN EXHIBIT "A" PROVIDING FOR LOCAL FUNDING FROM THE TAX INCREMENT FINANCING (TIF) DISTRICT FUND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City Council finds it in the best interest of the City and its citizens to utilize public grant programs to maintain and enhance quality of the City's streets and public highways; and

WHEREAS, the City of Colleyville, Texas ("City") submitted a request to the Texas Department of Transportation ("TxDOT") for state participation in the form of Green Ribbon funding to pay a portion of the costs for SH26 from North of John McCain to South of Longwood Drive; SH121 from Gateway Drive to North of Glade Road; and FM 3029 from North of Lavaca Trail to South of West McDonwell School Road landscaping (the "Project") as attached stated in Exhibit "A"; and

WHEREAS, the City Council hereby authorizes the City Manager, or his designee, to execute the Advanced Funding Agreement (the "Agreement") with TxDOT, providing for the state's participation in the Project through Green Ribbon grant funding, as more particularly described in the Agreement; and

WHEREAS, the City will be responsible for cost overruns for the Project as set forth in the Agreement; and

WHEREAS, upon final execution of the Agreement, the City Council authorizes the commitment of local matching funds, to the extent required, to be funded from available funding in the Tax Increment Financing (TIF) District Fund.

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

Sec. 1 THAT the City Council authorizes an Advance Funding Agreement with TxDOT for the Green Ribbon funding for the Project, and authorizing the City Manager, or his designee, to execute all documents necessary to complete the transaction.

- Sec. 2 THAT the City's portion of the Project funding required under the Agreement shall come from the Tax Increment Financing (TIF) District Fund. The City will be responsible for project cost overruns.
- Sec. 3 THAT this Resolution shall become effective immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 4TH DAY OF MARCH 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

EXHIBIT "A"

PROJECT SCOPE FOR ADVANCED FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR GREEN RIBBON FUNDING FOR LANDSCAPING

Texas Department of Transportation ("TxDOT") for state participation in the form of Green Ribbon funding to pay a portion of the costs for

- SH26 from North of John McCain to South of Longwood Drive;
- SH121 from Gateway Drive to North of Glade Road;
- FM 3029 from North of Lavaca Trail to South of West McDonwell School Road.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6c

Agenda Date 3/4/2025

Number Resolution R-25-5021

Type Resolution

Department City Secretary

Title

Cancelling the May 3, 2025, General Election for city officers; ordering each unopposed candidate be declared elected to office

Explanation

Reading and Public Hearing

The proposed resolution will cancel the May 3, 2025, General Election called by Resolution R-25-5007, and declare candidates Mayor Bobby Lindamood, and City Councilmember Place 1 Brandi Elder, and Place 2 Mark Alphonso, unopposed and elected to office.

Additionally, the resolution restates the Mayor, or his designee, is authorized to negotiate and execute an agreement with the Tarrant County Elections Administration to administer an election (the "Election Agreement") to provide for execution of Resolution R-25-5012, calling a bond election to be held in the City of Colleyville, in conformance with the Texas Elections Code and City Charter.

Financial Impact

The City Secretary's Office budget provides for election expenses.

Recommendation

Approve

Attachments

1. Resolution R-25-5021

RESOLUTION R-25-5021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, CANCELLING THE MAY 3, 2025, GENERAL ELECTION FOR CITY OFFICERS; ORDERING EACH UNOPPOSED CANDIDATE BE DECLARED ELECTED TO OFFICE; REAUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY ELECTIONS ADMINISTRATION; ORDERING THE POSTING OF THIS RESOLUTION AT EACH POLLING PLACE ON ELECTION DAY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on January 22, 2025, by Resolution R-25-5007, the City Council ordered a General Election to be held on May 3, 2025, for the purpose of electing a Mayor and Councilmembers to Places 1 and 2; and

WHEREAS, the filing deadlines for a place on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, the City Council has received the City Secretary's written certification that each candidate is unopposed for the election attached as Exhibit "A"; and

WHEREAS, in these circumstances, Texas Election Code §2.053(a) authorizes a governing body to adopt an order declaring each unopposed candidate elected to office and cancel the general election.

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

Sec. 1. THAT having received the certification from the City Secretary that the following candidates are unopposed in the May 3, 2025, General Election, the following are hereby declared elected to the specified offices and shall be issued a certificate of election after Election Day in accordance with the Texas Election Code:

Bobby Lindamood, Mayor
Brandi Elder, Place 1
Mark Alphonso, Place 2

Sec. 2. THAT the City Secretary shall post a copy of this resolution order at the designated polling place on May 3, 2025, as required by the Texas Election Code.

- Sec. 3. THAT the Mayor, or his designee, is authorized to negotiate and execute an agreement with the Tarrant County Elections Administration to administer the election (the "Election Agreement") in conformance with the Texas Elections Code and City Charter, and to provide for execution of Resolution R-25-5012, calling a bond election to be held in the City of Colleyville.
- Sec. 4. THAT this Resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 4TH DAY OF MARCH 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

EXHIBIT "A"
CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)

**CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**GIẤY CHỨNG NHẬN CÁC ĐẠI DIỆN ĐƯỢC ĐỀ XUẤT
CHO CÁC ĐƠN VỊ CHÍNH TRỊ KHÁC (KHÔNG QUẬN)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante
Kính gửi: Cán bộ chủ trì của Cơ quan chủ quản

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 3 de mayo de 2025.

Là cơ quan có trách nhiệm chuẩn bị lá phiếu chính thức, tôi xin xác nhận rằng các ứng cử viên sau đây không được bầu vào chức vụ cho cuộc bầu cử dự kiến sẽ được tổ chức vào Ngày 3 tháng 5 năm 2025.

List offices and names of candidates: Lista de cargos y nombres de los candidatos: Danh sách văn phòng và tên của các ứng cử viên:

Office(s), Cargo(s), Văn phòng(s)

Mayor
Councilmember Place One
Councilmember Place Two

Alcalde
Concejal Lugar Uno
Concejal Lugar Dos

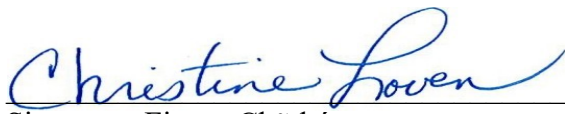
Thị trường
Ủy viên Hội đồng Vị trí Một
Ủy viên Hội đồng Vị trí Hai

Candidate(s), Candidato(s), Ứng cử viên(s)

Bobby Lindamood
Brandi Elder
Mark Alphonso

Bobby Lindamood
Brandi Elder
Mark Alphonso

Bobby Lindamood
Brandi Elder
Mark Alphonso


Signature, Firma, Chữ ký

Christine Loven
Printed name, *Nombre en letra de molde, Tên in*
City Secretary
Title, Puesto, Tiêu đề

February 21, 2025
Date of signing, Fecha de firma, Ngày ký

(Seal) (Sello) (Niêm phong)

RESOLUTION R-25-5022

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MARCH 4, 2025**

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 4TH DAY OF MARCH 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor